



AGENDA
CITY COMMISSION MEETING
COMMISSION CHAMBERS, CITY HALL
MONDAY, SEPTEMBER 12, 2016 5:30 PM

1. CALL TO ORDER

INVOCATION

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

2. PROCLAMATIONS: None

3. MAYOR'S AWARD:

4. PRESENTATIONS:

A. DiscGolf presented by Recreation Director, Travis Rima

5. CONSENT AGENDA:

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

A. CITY COMMISSION MEETING MINUTES:

1. Budget Workshop held July 14, 2016
2. Budget Workshop held July 26, 2016
3. Budget Workshop held July 28, 2016

B. PURCHASING ITEMS:

1. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an agreement with Prime Electric, LLC. for electrical upgrade work at the Leesburg Center for the Arts Building for an amount not to exceed \$52,765.00; and providing an effective date.
2. Purchase request by the Public Works Department for an additional \$15,000.00 to Mott Concrete Inc. for sidewalk work under an existing Fixed Unit Price Agreement.

C. RESOLUTIONS:

1. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Leesburg Police Department to apply for and, if awarded, accept the 2016 Edward Byrne Memorial Justice Assistance-Countywide Grant (2016JAGC) for Information Systems Improvements; and providing an effective date.
2. Resolution of the City of Leesburg, Florida accepting and approving a Utility Easement from Garden Properties Holding, LLC for property described as Lot 2 of the Official Plat of the City of Leesburg, Recorded in Plat Book 2, Page 19, Public Records of Lake County, Florida; and providing an effective date. (Address of Easement is 114 Lee Street)
3. Resolutions authorizing execution of a FAA Grant and FDOT Joint Participation Agreement for the Leesburg International Airport Master Plan Update
 - A. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a grant agreement between the City of Leesburg and the Federal Aviation Administration, for the purpose of obtaining funding for the Leesburg International Airport Master Plan Update; and providing an effective date.
 - B. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Joint Participation Agreement between the City of Leesburg and the Florida Department of Transportation, Aviation Division, for the purpose of obtaining funding for the Leesburg International Airport Master Plan Update; and providing an effective date.
4. Resolution of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a design build agreement in the amount of \$425,900 with Wiseman Ventures, LLC for construction of the Rogers Park Splash Pad; and providing an effective date.
5. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Master Service Agreement with Ro-mac Lumber & Supply, Inc.; and providing an effective date.
6. Resolution of the City Commission of the City of Leesburg, Florida approving the Compensation for Transferred Facilities to Duke Energy as part of the August 4, 2015 Territorial Agreement; and providing an effective date.
7. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an interlocal agreement between the City of Leesburg and Lake County for the 2016 Wings and Wildflower Festival at Venetian Gardens; and providing an effective date.

6. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:

- A. Resolution approving the Fire Assessment rate for Fiscal Year 2016-17

- B. Second 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.
 - C. Second reading of an Ordinance amending Section 22-166 of the Code of Ordinances pertaining to annual utility rate increases based on an Index.
 - D. First reading of an ordinance amending the Arlington Ridge PUD (Planned Unit Development) zoning to allow for a reduced rear yard setback for lots meeting specified criteria. (Arlington Ridge)
 - E. First reading of an ordinance establishing a waiver on collection of city impact fees until September 30, 2018, for new businesses moving into existing vacant structures and redevelopment of existing structures.
 - F. First reading of an ordinance amending the Code of Ordinances, Chapter 25, by adding Section 25-360, Criteria for Commercial, Multi-family and Professional zoning districts. (Architectural Design Standards)
 - G. First reading of an ordinance rezoning approximately 2.63 +/- acres for property generally located on the southeast corner of U.S. Highway 27 and English Road, from PUD (Planned Unit Development) to SPUD (Small Planned Unit Development) to allow for a church and church related uses. (Lakes & Hills Presbyterian Church)
 - H. Resolution Adjusting Customer Rates for Electric Utility Service Obtained From the City.
 - I. Resolution of the City Commission of the City of Leesburg, Florida extending the term of Planning Commissioners James Argento, Clell Coleman, and Charles Townsend to September 30, 2019.
 - J. Resolution of the City Commission of the City of Leesburg, Florida approving the sale of the listed real properties surplus to the needs of the City and approving the Terms and Conditions of the sale; and providing an effective date.
7. INFORMATIONAL REPORTS:
The following reports are provided to the Commission in accordance with the Charter/Ordinances. No action required.
- A. Miscellaneous Accounts Receivable Customers with City Attorney
 - B. Expected Write-offs as of July 2016
 - C. Report of Receipts and Disbursements by Fund July 2016
 - D. City Manager Contingency Fund
8. CITY ATTORNEY ITEMS:

9. CITY MANAGER ITEMS:

10. PUBLIC COMMENTS:

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

11. ROLL CALL:

12. ADJOURN:

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

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



Disc Golf



Disc Golf

- Ø Disc Golf is a rapidly growing “niche” sport
- Ø Played much like traditional golf.
- Ø A disc is thrown from a tee area to a target basket
- Ø Professional Disc Golf Association (PDGA)
- Ø Florida Disc Golf Foundation (FDGF)





Lake County Disc Golf Trail

- Ø Partnership between Lake County and Municipalities within Lake County
 - Ø Creating a Disc Golf Trail consisting of 5-7 championship courses throughout Lake County
 - Ø Interested Cities/Entities
 - Ø Eustis, Mount Dora, Leesburg, Clermont, Lake County Water Authority, and Lake Sumter State College, Lake County
- Ø FDGF has agreed to manage the courses and produce 6-10 tournaments per year, both of a regional and national variety
 - Ø FDGF hosted a tournament in May at two temporary courses (Eustis/Clermont) attracting over 200 disc golfers. Largest 2016 tournament in Florida



Lake County Disc Golf Trail

Ø Benefits

- Ø Provides recreational opportunities for residents and recreational users when not utilized for tournaments
- Ø Low cost for high-end courses
- Ø Low maintenance/operating costs
- Ø Economic Impact



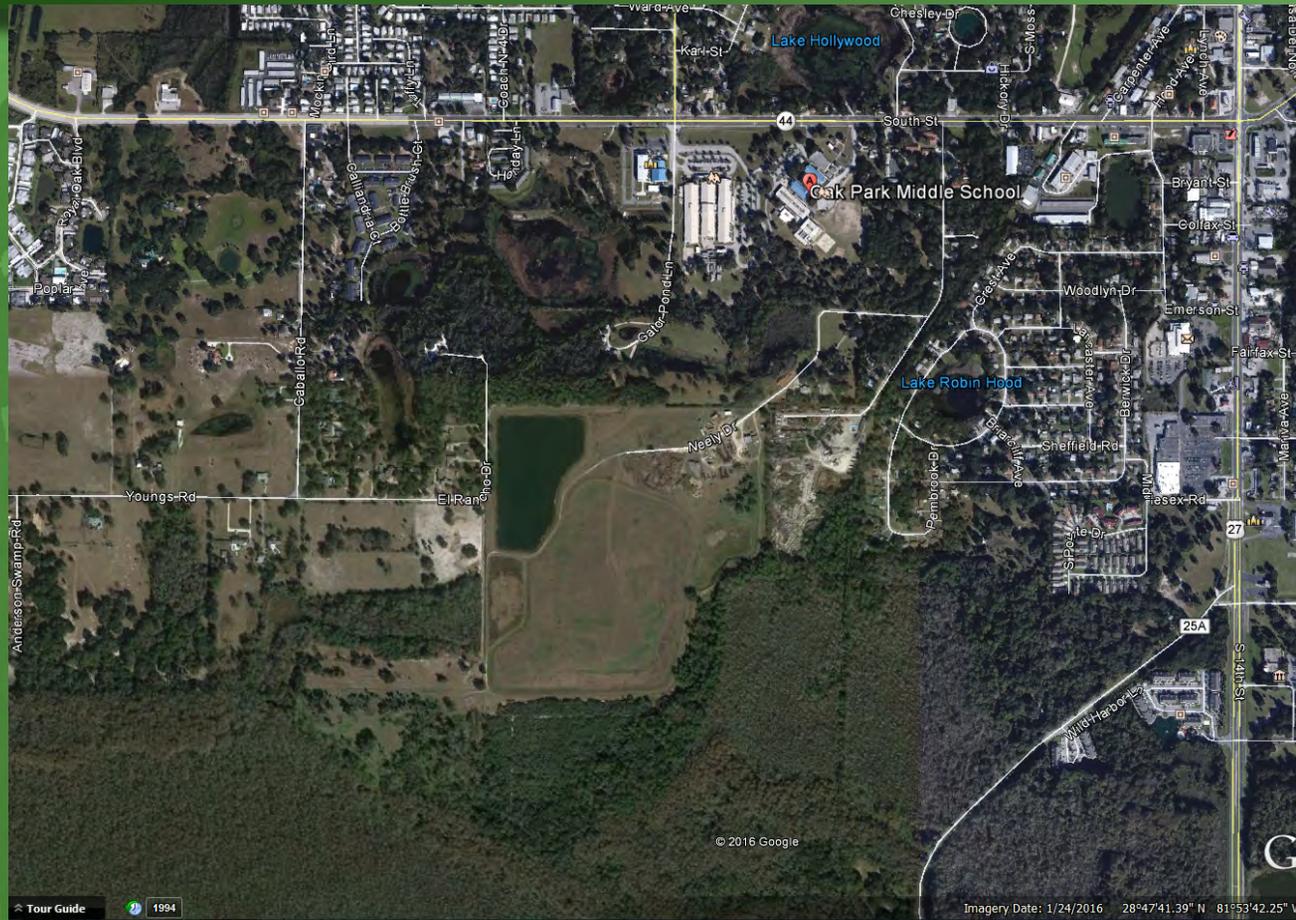
Lake County Disc Golf Trail

Proposed Responsibilities:

- Ø Host Cities/Organizations
 - Ø Land
 - Ø Basic maintenance of grounds
 - Ø 50% of costs to construct course (roughly \$20,000 per 18 holes)
 - Ø Additional infrastructure costs (If needed)
- Ø Tourism Development Council
 - Ø 50% of costs to construct course (roughly \$20,000 per 18 holes)
 - Ø On-going marketing of Disc Golf Trail
- Ø Florida Disc Golf Foundation
 - Ø Construction of courses
 - Ø Management and recruitment of events
 - Ø Grassroots and industry specific marketing



Lake County Disc Golf Trail Neely Drive Property





Neely Drive

Summary

- 36 tee boxes
- 18 Fairways
- 37 baskets (36 holes; 1 practice)
 - Provides multiple options for each hole
- Total Estimated Cost
 - \$39,805
- Cost to City of Leesburg
 - \$19,902.50
- Potential infrastructure needed
 - Road
 - Restrooms
 - Fencing
 - Additional Cost to City

Florida Disc Golf Foundation, Inc.
1502 N Donnelly St, Suite 105
Mount Dora FL 32757

City of Leesburg

Estimate

Date: 08-22-16

Prepared For: Travis Rima
Project Location: Neely drive facility

Description	Qty	Unit Price	Sub Total
WCDGD Course Design	18	\$200.00	\$3,600.00
WCDGD labor & installation oversight	18	\$200.00	\$3,600.00
"DISCatcher 28" targets (\$50 discount per)	19	\$275.00 *	\$5,225.00
"DISCatcher 28" targets (custom color- *\$60 discount)	18	\$325.00 *	\$5850.00
Freight	-	-	\$930.00
Padlocks	37	\$12.00	\$444.00
5 Gallon plastic buckets	37	\$5.00	\$185.00
Quick-crete (50-60 lbs)	37	\$5.00	\$185.00
Signs			
Tee Signs (9"x12"x 1/4" high-pressure laminate)	36	\$32.00	\$1,152.00
Tee Sign mounting sleeves	36	\$22.00	\$792.00
Map & rules signs (1/2"x18"x24")	2	\$240.00	\$480.00
Directional Signs, Out of Bounds Signs	50	\$15.00	\$750.00
Print lab set up & mounting holes	-	-	\$460.00
Sign Design (18+ map & rules)	-	-	\$450.00
Tee Pads- Concrete *5'x12/5'x10'	36	25 cy	\$3,700.00
* Lumber, fasteners, delivery (sign posts=PT. Frames=pine)			\$1,500.00
Kiosk/bulletin board (45"x30" lockable)	1	\$800.00	\$800.00
Benches (rustic)	9	\$200	\$1,800.00
Tee pad grading	36	\$25	\$900.00
Clear & Grub (fairways)	18	\$389	\$7,002.00
Sub Total			\$39,805.00

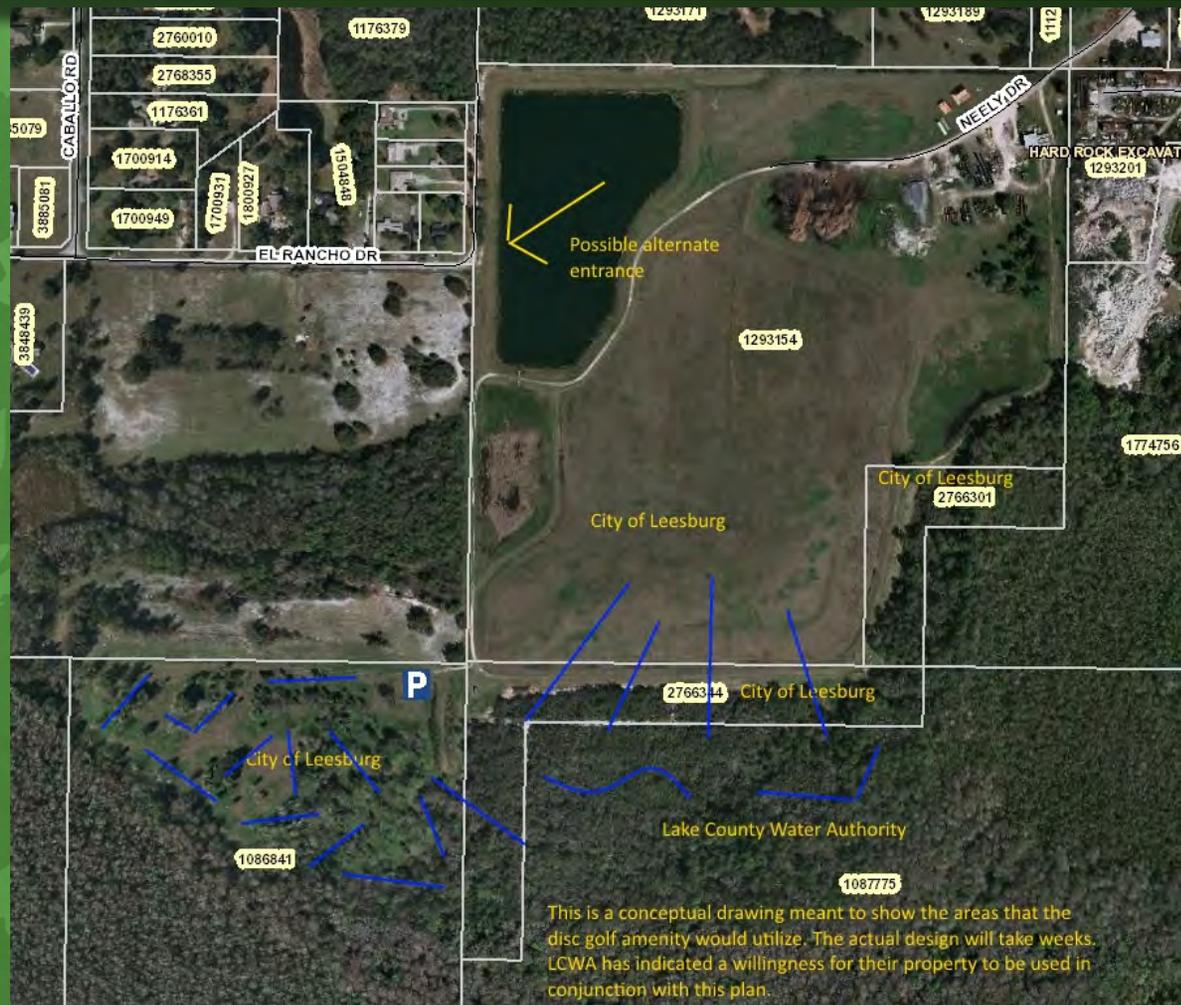
Florida Disc Golf Foundation, Inc.
1502 N Donnelly St, Suite 105
Mount Dora, FL 32757

407-687-4314
lakecountydscgolf@gmail.com

- DISCatcher basket pricing reflects bulk discounts and Innova sponsorship toward the Lake County Disc Golf Trail project. Any changes to the number of baskets will result in a price adjustment.



Neely Drive



This is a conceptual drawing meant to show the areas that the disc golf amenity would utilize. The actual design will take weeks. LCWA has indicated a willingness for their property to be used in conjunction with this plan.



Lake County Disc Golf Trail

Questions?

**MINUTES OF THE CITY COMMISSION BUDGET WORKSHOP
THURSDAY, JULY 14, 2016**

The City of Leesburg Commission held a budget workshop Thursday, July 14, 2016, in the Commission Chambers at City Hall. Mayor Pro-Tem Bone called the meeting to order at 5:32 p.m. with the following members present:

Commissioner Bob Bone
Commissioner John Christian
Commissioner Dan Robuck

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

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

CIVIC FUNDING REVIEW:

CM Minner stated the funding remains \$165,758, which is out of the gas fund. Staff's recommendation is to keep the same as last year.

Leesburg Partnership	\$14,065
Leesburg Art Festival	\$10,670
Boys and 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	\$ 1,455
OPEN FUNDS (Kids Korner Playground)	\$28,428
Cemetery	\$91,760

CM Minner stated last year there were about four or five other organizations staff opted to not fund, which creates the Open Funds. The open funds could go to help offset the cost of the splash pad and CM Minner asked for direction from the Commission.

Commissioner Robuck stated if there is extra revenue and we are only \$100,000 from the roll back rate, he would like to see the city get there. CM Minner stated this will not help get there, as this is from the gas fund.

Commissioner Christian raised questions as to the Leesburg High School Band, because last year an asterisk was made that they would receive funds if they participated in the MLK and the Black Heritage parades. They refused to participate saying they were too busy, in concert mode, and basically said they were not going to do it.

Commissioner Robuck asked them about the same thing, and the explanation he received was that MLK is a four-day weekend and they have trouble doing stuff because so many people are out of town and because of a teacher holiday. He specifically asked about Soul Full Sundays and was told they do not do things on Sundays.

MINUTES OF THE CITY COMMISSION BUDGET WORKSHOP
THURSDAY, JULY 14, 2016

Commissioner Christian stated he would like to see diversity in our city so even if they put on shorts, grabbed a drum, to walk the parade road, like he has seen them do, is not a hard thing to ask. If you told any band, the football team or baseball team that there is a \$1,500 check if you come out on Sunday and perform, he guarantees you they would come perform. He would like to again put an asterisk to say they get the money, but it is contingent on their participation in some City of Leesburg event.

Mayor Jay Hurley arrived at 5:36 p.m.

CM Minner stated worst case scenario, if the Commission did not fund them here and he can coerce them to participate in the parade later on, he could probably always find \$1,500 in the City Manager Contingency fund. Also, the contracts do come before the Commission for final approval, so that would be the contingency in the contract, this year the check is not cut until March, if that is how the Commission wants to proceed.

Mayor Hurley apologized for being late. He made recommendation to pull the Lake Sumter Boys and Girls Club because in the last 12 months there have been a huge amount of issues and a lot of those the City got sucked into. They started their capital campaign, we gave them \$7,500 and then they turned around and gave Freddie Williams a \$10,000 bonus. They have now backed off building in Leesburg and their focus is now Clermont. They have an audit going on for misappropriation of funds and there was supposed to be a partnership with Leesburg, but they are not holding the promises they made to the City.

Commissioner Robuck would like to see that money used for the splash pad instead of going to another group and them getting used to this money every year.

Commissioner Christian asked CM Minner if he can you talk with them.

CM Minner stated he will do that and we will two asterisks; one by the Boys and Girls Club and a double asterisk by the High School Band and that one will be performance based.

Mayor Hurley inquired if the Melon Patch still needs the money now that they can sell alcohol to generate funds.

CM Minner stated Commissioner Dennison mentioned to him that she would like to see the Melon Patch continue with the funding.

Commissioner Bone stated he would be supportive of that.

Commissioner Christian asked if a better job of advertising on LakeFront TV could be done so other people can see that Leesburg does have a fine art element in our city.

CM Minner stated absolutely and he will get with our PIO.

GENERAL FUND:
\$23,439,800

**MINUTES OF THE CITY COMMISSION BUDGET WORKSHOP
THURSDAY, JULY 14, 2016**

Charges for services are down about \$150,000 due to cutting credit card fees in Finance, and that program should be implemented the end of August, first of September. This is to encourage people to use their credit and debit cards via the internet and lower the burden on our customer service representatives.

Tax recommendation, this is the first year now since 06, 07 that we have actually seen the tax base start to regrow, so this is the first year we actually have a roll back rate consideration. This year going with the current tax rate of 4.2678 is a tax increase and if going with that millage rate taxes will increase about \$120,000.

Ad Valorem Taxes:

Option 1 (staff recommendation):

- Current rate 4.2678
- Change from 15-16 to 16-17 + \$119,478
- Reduce electric rate by \$0.20 per 1,000 Kwh (residential)

Option 2

- Rolled-back rate 4.2334
- Difference from Current Rate & Rolled back + \$36,585

CM Minner stated there could be an Option 3 where we stay with the roll back rate and reduce the electric rate, and then could tweak the transfer numbers in the Communications fund.

Staff will bring the DR 420 to the Commission at its July 25th meeting which establishes the maximum taxing rates. For the TRIM process the DR 420 says the maximum potential tax rate is going to be 4.2678 versus the roll back rate of 4.2334. You can always go up to the number you advertise, but cannot go above that.

EXPENSES

Major changes:

- 1) Proposing a 3% COLA for employees and those numbers are already weaved into the personnel numbers.
- 2) Customer Service Representatives is the danger area this year as they are on the bottom end of the competitive market. Our reps can leave their current position to an Administrative Assistant II position to earn more money; so we need to make those positions equivalent to the Admin II positions.

CITY COMMISSION

Commissioner Robuck would like to see the COLA stop applying for the Commission. CM Minner believes that is a charter provision. The Commission could vote not to give itself a raise and he does not think that would be challenged.

PUBLIC OUTREACH / LAKEFRONT TV

**MINUTES OF THE CITY COMMISSION BUDGET WORKSHOP
THURSDAY, JULY 14, 2016**

This number is up for two reasons:

- 1) Brought all the expenses into the General Fund
- 2) Brought on a PIO position

Mayor Hurley asked where the PIO falls with LakeFront TV.

CM stated he envisions the PIO will be the ultimate Manager, reporting to him, on LakeFront TV.

ADMINISTRATION (CITY MANAGER)

Change:

Shifted Budget Manger, Brandy McDaniel, from Finance to Administration

CITY CLERK / ELECTIONS

Mayor Hurley asked about help in the Clerk's office.

CM Minner thinks there are ways to get some part time assistance from our Customer Service staff. In his opinion, he does not think this is a full time position, so before he recommends to bring on another person, he thinks we can better utilize our existing personnel.

Mayor Hurley asked what happened to Ms. Betty's position. CM Minner stated Andi is in Betty's position and Andi's position was eliminated and reticulated into other savings in the general fund.

Commissioner Christian stated he loves the great savings, but asked if we compensated her from moving from her position to basically doing two jobs. CM Minner stated probably not as high as we should and if the Commission would like him to take care of that, he can do it administratively. Commission consensus was yes.

Commissioner Christian stated that is his question on Customer Service, are they leaving going to other areas of the city because of the money or because of the environment or work load. Are exit interviews being done to try to figure out why they are leaving?

CM Minner stated all of the above and that is what the exit interviews will reveal.

CITY ATTORNEY

MISCELLANEOUS

Includes:

Vacation buy back

Sinking fund of about \$181,000

Debt service of about \$525,000

Transfer to capital projects of \$300,000.

FINANCE

**MINUTES OF THE CITY COMMISSION BUDGET WORKSHOP
THURSDAY, JULY 14, 2016**

Accounting
Customer Service
Procurement
Warehouse

Commissioner Robuck stated his question for all the departments, how do we come up with utility numbers because some departments went down and some stayed the same.

Budget Manager (BM) Brandy McDaniel stated every year it is a big spread sheet that recalculates, so some departments are based on charges for services.

HUMAN RESOURCES

CM Minner stated one issue to point out is that Jakki Perry has submitted her resignation to retire effective August 5, 2016. That date is actually not too far off, so we will be looking shortly for a replacement and how we will move forward.

Commissioner Robuck asked how the position was budgeted for. CM Minner stated it was budgeted the same, so there should be some savings there.

INFORMATION TECHNOLOGY (IT)

Commissioner Robuck asked about the repair and maintenance of equipment increase.

Information Technology Director (ITD) Tino Anthony stated electric pays for the upgrade of their software they use and it also has a smart grid component included.

GEOGRAPHIC INFORMATION SYSTEMS (GIS)

POLICE

CM Minner stated we did see a little bit of an increase on pension funding due to returns and the Police funding overall for their retirement is about 9%. All things being considered that is actually a good investment on the police side.

Commissioner Bone asked how many open positions and Chief Hicks replied six.

Commissioner Christian asked about the Emergency Dispatch II and III positions as it looks like we got rid of the II positions and added to the III. Is this simply someone internally moving up?

BM McDaniel stated the employee did whatever they needed to move up their certification and then we moved them up.

Commissioner Bone stated on that savings with the Police, since it is connected to Code Enforcement too, he would like to keep an eye on that workload; do they need more help there or can we do a better job.

MINUTES OF THE CITY COMMISSION BUDGET WORKSHOP
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CM Minner stated the Chief did approach him and he wants to give one of the Code Enforcement officers a promotion to a Supervisory level so there can be more immediate control. It is about a \$1,500 promotion to one of our existing Code Enforcement officers and he is good with that modification; however, it is not in budget at this point. We will be modifying the budget to reflect that and this is another way the Chief feels he can use existing personnel without the expense of adding another. If he can delegate some of those supervisory command calls to one of the existing people, then we can be more efficient with what we have.

Mayor Hurley asked how many Code Enforcement officers we currently have. CM Minner stated three total, two officers and one administrative assistant.

Commissioner Bone thinks we are doing a better job with code enforcement as you can now see things are happening.

CM Minner stated if the Commission is okay with this promotion request on the code enforcement level, he would like to go ahead and implement it now or can put it on a consent agenda. He asked if the Commission has a preference. Commission consensus is okay to do it now.

Commissioner Christian commended our code enforcement and our attorney who are now moving on actually having the banks to donate these properties to the city.

FIRE

CM Minner pointed out in the spirit of transparency, Fire budget is up about \$400,000. Those areas are:

- 1) Overtime - increases are directly related to EMS positions where we have the paramedic / fire fighter positions. We have been short on those positions.
- 2) The Fire pension – contribution level was at 21% of salary and is now at 24%.
- 3) Also note an increase in our contractual services of about \$25,000 - the cost of revaluating the fire assessment fee on an annual basis
- 4) Fleet lease payment increase of about \$40,000.

Respectfully most of the other expenses are about the same. When the Fire sustainability plan was proposed, our first year the Fire department budget was about six million dollars, we reduced expenses substantially and our goal was to get to about five million dollars by FY 18. We beat that by about a year and a half; \$200,000 in two years, and we beat that because attrition came faster. We went back up to 5.2, so now we are like one year out of our plan to go from six to five million and then grow by three percent.

Commissioner Robuck is still concerned that Leesburg continues to operate an ambulance service and not be paid for it or barely get paid for it. He is glad the numbers are down, but thinks we need to be planning about long term on how we are going to deal with this. He does not think the current model is sustainable with having cities perform ambulance service, the county getting paid for ambulance, and we run to their areas, they never run to ours, or very infrequently.

MINUTES OF THE CITY COMMISSION BUDGET WORKSHOP
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PUBLIC WORKS

Street Maintenance

Commissioner Robuck inquired as to the increases in the repair and maintenance of vehicles and non-buildings. Public Works Director (PWD) DC Maudlin stated the percentage went up this year because an extra \$10,000 was added in the sidewalk repair program and an extra \$5,000 to our street striping program.

Facilities Maintenance

Commissioner Robuck stated there is a big jump in the utilities. PWD Maudlin stated the utilities for the Community building, previously in Recreation, was moved over which is an increase of about \$12,000 and then we will be adding three bathrooms to Facilities.

Commissioner Robuck asked about the capital outlay/improvements other than buildings. PWD Maudlin stated those are HVAC replacements. Facilities has a list of four or five different facilities that we think could have HVAC problems, so money was budgeted for replacement; we wait for them to fail before replacing them.

Grounds

Commissioner Christian asked on the Maintenance Worker 1 positions if we have a low figure for what these guys are paid. PWD Maudlin stated he believes it is around \$9.98 an hour.

Commissioner Christian stated these are the individuals out in the sun and heat cutting grass, mowing, and they are probably one of the lowest paid in our City. When talking about service work load, he just wants to make sure we are doing this city wide; he thinks this is something that needs to be reviewed.

CM Minner stated it is \$10.17 an hour and BM McDaniel stated the lowest one she finds is about \$21,798 a year.

Commissioner Robuck questioned how long they stay in that position until they would generally look at a Maintenance Worker II position. PWD Maudlin stated they do not automatically promote up; that would require a vacancy.

Commissioner Christian asked about the turnover rate. PWD Maudlin replied in some cases there is a fairly good turnover where they want to move on and then there are some where folks have been in that position for quite a while.

Commissioner Christian would really like for this to be looked into, just as we did with Customer Service, because this may be a major problem.

Commissioner Robuck asked if there is not a MWII position that these good employees could be promoted into. Say if they are good then after 90 or 120 days we may want to move them to a different number.

MINUTES OF THE CITY COMMISSION BUDGET WORKSHOP
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CM Minner stated in the pay structure, the MW1 is a pay grade 111, with the range of \$9.87 to 15.64.

Commissioner Christian agrees with Commissioner Robuck and would like the supervisors, who know which ones who are good and retainable, not the problematic guy, be able to do something and not say, well wait until next year because then we might lose a very good worker to a private company or another city.

CM Minner stated in his opinion with organizations our size of about 500 people, and especially in the public sector, there is just not a good way to address this situation of pay because if you award or address one group without the other, there are always these organizational ripple effects. When he started here, very clearly we had some pay issues; we started in the Police department, adjusted that through the CBA, then saw it in the Electric department, and tried to address that, and now we see it in our Customer Service department. One way we could do this broadly is to take that MW1 position, which is a common position throughout the organization, and if we adjust that flat out we are going to have another equal amount of group to start complaining about compression; it is a very tenuous topic to address. If the Commissions' wish is to pay more to that MW1, he thinks everyone here is going to be sympathetic and is going to agree to that, but in doing that there is going to be a universal backlash with compression issues. His suggestion to the Commission is to go a steady course, as we have been doing organizationally, and do a comprehensive approach throughout the whole system.

Commissioner Christian understands his comments, but stated we just did it for Customer Service, gave them \$1.25, and these are individuals making \$9.87 an hour doing a very tedious job. He thinks the supervisors, who know those individuals who work really hard, should be able to say, this MW1 came in with five years' experience, knows what he is doing, let's give him a 50 or 75 cents an hour raise to keep him here and keep the organization moving. He does not think the whole city needs to know this guy just received a 75 cent raise because in any organization you have those who go above and beyond and those who just do the minimum enough to keep their jobs. He does not want people working for the city saying hey I work here, work real hard, but still have to apply for state assistance just to feed my family.

Mayor Hurley stated he understands the compression issue because that has happened here and we have experienced it. If a tier one is from 9 to 15 dollars an hour and they are in the 9 to 10 range, what is wrong with bumping them up higher in their own tier.

CM Minner stated he will take a look at the MW1 issue.

Administration

Commissioner Robuck asked about the engineering fees and PWD Maudlin answered it is for environmental assessments.

COMMUNITY DEVELOPMENT (PLANNING & ZONING):

MINUTES OF THE CITY COMMISSION BUDGET WORKSHOP
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CM Minner stated at this stage we are planning to move Planning & Zoning with the same staff levels, but this may be something to revisit in a year permit activity and plan review activity are going up.

HOUSING

Commissioner Robuck asked about the \$100,000 in contract services and CM Minner stated it is for demolition.

RECREATION

Programs

MARINA:

Commissioner Robuck asked about increasing the rates and Recreation Director (RD) Travis Rima stated the budget has a five percent increase. Commissioner Robuck stated this is a good start, but in six months if still at 98%, he would like to go up another five percent and keep going up until there is some vacancy.

Commissioner Christian asked if the current rates are compatible. RD Rima stated yes and agrees with Commissioner Robuck. He did a little sheet on 5% this year and 5% next year which gets Leesburg to right about where Mt. Dora and the Fisherman's Cove is going to be. We also have a commercial entity that is starting to use more and more of our slips, so another 15% was added for any commercial entities. Looking at about a \$2,000 a month increase.

Commissioner Christian asked if staff has talked with the county on moving forward with some boat docks. CM Minner stated yes, and we will talk more about that when we get in to the CIPs.

IMPACT FEES

CM Minner stated there is a \$25,000 transfer for Rails to Trails. Commissioner Bone asked what is being done with that. BM McDaniel stated we just have to show it on the CIP if they apply for a grant. We usually do not use it, just reflect that we have \$25,000 for rails to trails if something comes up.

Commissioner Robuck stated he attended a meeting with Mike Woods, with the MPO, and bad news is they cannot go through Center Hill at all so the trail is going way south and then straight up to Webster. There is nowhere for us to connect and then all the money for five years is going to some Wekiva trail they are working on right now.

Commissioner Bone asked if this money can be used to light the trails. CM Minner stated it has to be a new improvement and since there is not existing lighting, this would be an expansion of the recreational program, so does think lighting could be done.

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Commissioner Bone stated he would like to see the downtown trail linked better to the Carver and Berry Park areas and then potentially go out to the resource center. We may not be able to go connect to Sumter County trails, but internally he thinks we could connect our neighborhoods together in the city and make it where people feel safe with lights.

CM Minner asked for time so staff can put together some reports on those trail issues.

Mayor Hurley asked if golf carts are allowed on the trails and CM Minner replied not motorized.

Commissioner Christian stated he has a constituent who is really pushing to have golf cart access on the other side of 27 by the high school area and asked for staff to research and see what the steps would be needed. CM Minner stated he thinks it would just take an ordinance like was done for the other spots.

Commissioner Christian asked if there are any designs yet on the splash pad to bring to the Commission.

CM Minner stated yes, they actually had a meeting today and should be bringing the Commission a report on that mid-August which will have some varying levels. He thinks the original number was \$350,000 and for about another \$50,000, at about \$400,000, thinks there is a really good proposal with some different play equipment and another proposal with kind of just one all-inclusive apparatus at about \$480,000. He will also bring a proposal at about \$750,000, a Cadillac version, that will be the best splash pad and people will stop here before Disney.

Commissioner Bone stated this may be too early to talk about, but asked if the concept is still not to charge.

CM Minner stated we have not gotten there yet, but thinks in our budget proposals we did make it a pay facility as talked about and Commission feedback was to charge. His advice is not to charge and thinks that becomes a nuisance fee because we are only going to collect 25 maybe 30 thousand from that \$2 admission, and he understands every penny counts, but that is the level we are talking about. In discussion we also felt like we definitely want someone there to monitor it for safety purposes and think we can cover that pretty easily with shifting some life guards over from the Venetian Gardens pool to cover the splash pad and that cost is actually covered in the budget proposal without the fee.

Mayor Hurley stated a benefit too is if you pay is you get a bracelet, say colors of the day are red and yellow, red plays for 20 minutes, then comes out and the yellow goes in and they rotate so the same 50 kids are not in there all the time and nobody else can get in to play.

Commissioner Christian suggested doing a test to see what happens as that is his concern. Mom works so just drops off her kids to sit at the splash pad all day and they bring 10

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friends, so now its full and there are 20 kids wanting to play, but cannot get in. He did not know about the bracelets and stated that might be something to look into.

Commissioner Bone stated speaking of the recreation budget, he really would like to see the gym open after 5:00 p.m. and to be open on Saturday, at least, if not both Saturday and Sunday. He is not sure what the cost would be to open and staff it so it could be utilized more, especially when we have holidays, weekends, and our kids have nowhere to go.

CM Minner stated staff will take a look and see what can be done.

CM Minner reminded everyone of the next budget workshop scheduled for July 26th on the general fund, Library, and the utility funds.

ADJOURN:

The workshop adjourned at 7:04 p.m.

Mayor

ATTEST:

J. Andi Purvis
City Clerk & Recorder

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The City of Leesburg Commission held a budget workshop Tuesday, July 26, 2016, in the Commission Chambers at City Hall. Commissioner Robuck called the meeting to order at 5:30 p.m. with the following members present:

Commissioner John Christian
Commissioner Elise Dennison
Commissioner Dan Robuck
Mayor Pro-Tem Bob Bone arrived at 5:35 p.m.

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

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

GENERAL FUND (CONTINUED):

LIBRARY

Commissioner Dennison asked if the city has any part of the café, or if that is strictly Beacon College. CM Minner stated Beacon runs and manages it and the city does receive a revenue. Library Director (LD) Lucy Gangone stated it is \$750 a month.

GENERAL FUND CASH RESERVES:

CM Minner stated reserves is seeing some good growth and this number will be discussed more in the Venetian Gardens workshop.

Commissioner Robuck asked if we considered using any of it to pay down the debt. CM Minner thinks that is a consideration the Commission may want to do, but if we do that, he would probably point towards the 441/27 debt and we will talk a little bit about that this evening.

SPECIAL REVENUE FUNDS

GREATER LEESBURG CRA

CM Minner stated this is again pretty much a repeat of last year. We bring in about \$350,000 and half of that goes to the CDC pursuant to the settlement agreement which runs the life of the CRA. The debt service, the \$102,394 was a 10 year note on the Main Street improvements and grants and aids is about \$50,000. Using that \$50,000 for the façade, sign and landscape projects which we really have not commenced yet, but that is focusing on trying to encourage redevelopment of the downtown; the bump outs the Commission just approved would be one, signage would be one, and fixing façades would be one. It is his hope in the next couple months to bring that program to the Commission.

Commissioner Robuck asked about the 13th Street parking lot.

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CM Minner stated this proposal is to pave the grassy area between Napa and 12th Street on the south side. The city owns this property and it gets a lot of parking from the Baptist Church spill over, the couple of businesses there are on the north side, Napa and Bikefest. Total estimate on that is \$150,000 to pave that grassy area, bring it into a parking lot, and then do drainage improvements associated with it.

Commissioner Bone asked if going to pave a parking lot, why would we not do one of the city parcels on 6th Street around Magnolia and bring it is closer to downtown.

Commissioner Robuck stated he does not want to do a parking lot. When you look at the amount of spaces downtown, while they are not ideally laid out, he thinks there is sufficient parking and \$150,000 is a lot of money to get maybe 20 spots.

Commissioner Christian stated it is kind of far and Bikefest is only once a year, so we could just throw out some grass seed. He does not want to pave for the Baptist Church or Napa overflow and thinks as a private business they should pay for their own parking lot.

CM Minner asked if that is the general sentiment of the Commission to put this one on the bubble and the Commission said yes.

Commissioner Robuck asked how much money the CRA is required to have. CM Minner stated we really do not have the 90 day requirements in the CRAs.

Commissioner Robuck would rather this Commission spend the money than a future Commission. CM Minner stated staff will come up with some other projects and one project that has been thrown out is Christmas decorations. Commissioner Robuck said that is not CRA money.

CM Minner stated there are some electric improvements he would like to see done out front of city hall and will have staff come up with a list to bring back to the Commission.

CARVER HEIGHTS/MONTCLAIR AREA CRA

CM Minner stated we really dedicated this year to making sure we get the Neighborhood Resource Center built and in the Capital outlay is \$15,000 for the neighborhood signs which the Commission has talked about.

Commissioner Bone stated this is going to be way off the wall and out of the blue, but since we are talking about the Carver Heights area he has been thinking about the movement to do gardening on your own property and to sell that at a neighborhood market. His concept would be trying to help people who do not have jobs, who do not have income, and see if there was a way to designate certain areas of town that could have home businesses that would allow them to grow food, to have chickens, or have a couple goats, whatever, that could be used commercially rather than just for home. He was thinking like maybe having a market at Berry Park or somewhere to be able give people the opportunity to create their own little business, and that is particularly agricultural in type, but even to go farther and say a small home appliance repair business or some flexibility that would allow people who really need the work, have some skills,

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and could be taught that they can do something from home to start a little small business. He asked what the Commission would think about something like this or if staff has thought about this before.

Commissioner Christian stated he does not know about the goats, thinks the community garden concept is very popular. One of my friends sets up a stand in Coleman and does really well, but thinks if we are going to do it, it needs to have a designated spot as opposed to saying she has a garden here or she has fruit stand there.

Commissioner Robuck said he has looked at the one in Dania Beach where the CRA helped get it started, provided the land, and it is now self-sustaining. They have a community garden, not the community garden in the sense of anyone having a plot because they were very adamant those generally do not work. They did a bunch of research and went around to all the restaurants to find out what people wanted to buy and then that is what they grew; not what people wanted to grow, but what there was a market for. The other component is they are trying to get people in community to buy fresh produce so they sell it with prices to the restaurants and then market in the community where they sell at discount prices.

Commissioner Christian requested if Ken Thomas could identify a potential parcel that the Commission can kind of look at for this type garden element.

US HIGHWAY 441/27 CRA

CM Minner stated good news, this year after re-establishing the tax year, was the first year in the history of the 441/27 CRA that there is actually some ad valorem revenue, about \$110,000. Staff recommendation is to take that money and apply it to the debt.

Commissioner Christian asked about the \$50,000 removed for the landscape/façade grant; was it not working or did we not get many applications?

CM Minner stated he thinks he got a little greedy with the debt money, so if the Commission wants to add that back in, we probably should do that and get this program moving. He does think going forward with the façade grant, we need to have those monies in the 441/27 corridor, probably even more so than the downtown corridor.

DISCRETIONARY SALES TAX

\$1,956,474

Spent on:

- 1) Emergency vehicles – that gets transferred back to the Fleet fund
- 2) Debt services - covers the Library, the Gym, and the Police Station
- 3) Capital projects

GAS TAX

\$1,032,426

- 1) General fund to fund maintenance activities in the Streets division

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2) Road resurfacing program

BUILDING PERMITS

Commissioner Dennison asked if going to add any personnel to the building department and CM Minner replied yes; one Building Inspector and two Administrative support positions.

Commissioner Christian asked if staff has thought about handling some stuff electronically, so say if someone is out of town they could email plans in and not have to bring paper documents to the building office.

CM Minner stated Mike and Jim have been looking at some of those proposals, and he thinks Tino has also been in on some of that with upgrading computer systems. We do not have anything formal to report this evening.

HOUSING ASSISTANCE

This is the NSP money.

Commissioner Robuck asked if staff ever heard anything back from the county on the money that we did not vote to take.

CM Minner stated he did not have the answer and asked for time to follow up on that.

Commissioner Christian asked about the listed salary of \$28,787 and about the contract services.

CM Minner replied the salary is our temporary full time administrative position; basically Ken's assistant. The contract services are wrap around services, educational and informational things, and loan assistance programs.

DEBT SERVICE

\$2,532,200

CAPITAL PROJECTS

\$1,647,000

Projects identified as projects to be accomplished this year:

Public Works:

Road Resurfacing

Sign Replacement

US Highway 27 LHS Median

Road Rebuilds – 9th & Dixie intersection

3rd Street Restrooms Re-roof

Relocate PW Ground Building – Palmetto / 2nd Street corridor

13th Street Parking Lot – will reshuffle this out and bring back some other proposals

Shelter Replacements

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City Hall Elevator Renovations

RECREATION:
Rails to Trails

Commissioner Christian asked of the Public Works ground building, the old metal building, if relocated could we sell the property.

CM Minner thinks that corridor is an area where A) we could market and sell it; B) it could be a corridor where we want to put some type of public facility; C) where we want to have that link we have talked about from Main Street to Venetian Gardens; or D) if we got rid of that facility, it could be an area that we could sell and market it for some type of redevelopment that will then attract more development and growth to the downtown area. What would be left is LakeFront TV, the Communications building and shuffle board courts.

Commissioner Robuck likes moving it, but would want to go straight ahead and sell it instead of holding it and hope something happens one day. That is a good area for some townhouses.

Commissioner Bone stated on the rails to trails, another bad road crossing on the trail is going across 27 and Main, and asked if anything can be done there.

Public Works Director (PWD) DC Maudlin stated there is currently a study ongoing with 27, a complete street study, and we have specifically talked about that trail crossing and how that could be improved through an actual crosswalk with a marked cross walk, signal lights, and stuff like that. He thinks we need to wait for the study to be completed to see what they figure out can be done and once they come up with a plan it may be, we want to pull it out of the project and just do that one particular small piece.

Commissioner Christian asked what shelters are being looked at for replacement and how many for the \$60,000.

PWD Maudlin stated that amount will probably produce three shelters. Right now working on the shelter just to the north of the new playground and are also looking at Fountain Lake as those shelters could be upgraded.

ENTERPRISE FUNDS:

GAS

Continues to be a Solid performer.

Commissioner Christian asked if on the meters, will this complete all the meter installs.

Gas Director (GD) Jack Rogers replied yes, all the ERT installations with the automatic meter readers.

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CM Minner stated the two big notes he wants to bring to the Commission's attention in the Gas fund is the Kristen Court payment of about \$900,000 a year is wrapped up into this number and after FY 17 that goes away so that is going to free up about a million dollars of cash in the Gas fund. In addition to that number, this is another big reserve number here and Jack always sweats when you talk about this, but back to our purpose is we want to have publically owned utilities that provide quality service, want to have publically owned utilities with a competitive rate, and then after we achieve those things, whatever cash is available, we want to be wise about how we use that to improve our community.

Commissioner Christian stated just to throw out a little wrinkle, you talk about the gas and the general funds and the cash when talking about Venetian Gardens, which is great and wonderful, but he would like to see some of this used for the neighborhood center in Carver Heights, which is probably one of our most problematic areas. Let's try to do some improvements in those communities as well since we have cash, just not say here is three million dollars for Venetian Gardens, but maybe take \$75,000 or \$100,000 and do something whether it is additional police services or sidewalks. He received a telephone call from a young lady who said on Center Street the kids are having to walk in the street because the grass is so high they cannot use the sidewalks. So, while he knows it is great to do Venetian Gardens, we just pumped a whole lot of money with shelters, a new playground, and that is great, but if we have extra funds let's not bankrupt the CRA and say now you guys are stuck for the next year and a half because we just took all your cash. He would like staff to go back and look at the total Leesburg; Stock subdivision has major sidewalk and infrastructure issues, and he just wants to make sure we look at some areas of our city that are suffering and need some additional improvements.

CM Minner stated he is trying to bring the feedback from five different people and those who come into his office, and knows at the end of the day it is the Commission who controls where this cash is spent. In the two and a half years he has worked for the Commission, the areas we have blended together with that feedback and brought back to the Commission as dictated is we have continued to make improvements in the Carver Heights area with the CRA monies and these type things and other areas have noticed that the Commission, on a grander scale, has talked about the Venetian Gardens improvements. Another top priority is the west Main Street corridor improvement and we have talked about how we need to improve that corridor with landscaping, perhaps get that electric underground, get the ditches filled in and get the western part of Main Street looking and attracting people from the Villages to bring relief to the community. On that same token, he thinks the east Main Street corridor needs to be looked at; we have done a great job on Main Street from 27 to Canal, we just talked about going from 27 out west, and we need to look at the corridor from Canal out to 441. Right there on those three projects is probably about 20 million dollars and he thinks we are in a good position to do somethings that are healthy.

Commissioner Bone thinks we have a serious issue with our schools in Leesburg and our students. He thinks whatever money is spent on Venetian Gardens or anywhere else, if our school problem does not get fixed, we are not going to attract the businesses to town that are going to bring the jobs and it is not just about that; it is about our kids. Two schools, Leesburg Elementary and Beverly Shores Elementary School, have very serious

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problems. Out of 2010 schools, Beverly Shores is ranked about 1700 and Leesburg Elementary is 1800; way at the bottom of the schools in the State of Florida for elementary. He does not know the answer and does not just say throw money at it, but thinks this is a problem we need to address and not sit back on. He knows some say we do not have anything to do with schools, that is a school board problem to deal with, but he thinks it is a city problem, it is a community problem, and it is our kids. He spoke with a retired teacher from New York and they started talking how she substitute teaches, and she said Beverly Shores Elementary is the worst school in the State, but at least of Lake County, and said she will never go back to that school to teach again. She was to be there a week, but stopped early because the students struggle; the ones who want to study cannot because other kids disrupt the class, throw things, and they cannot get work done or learn. He is not blaming this the teachers or the school board, but there are things going on, whether it is absentee parents or the kids not getting their attention. If we have five million dollars to spend at Venetian Gardens and just sit here looking at how students are struggling in Leesburg; dropping out of school, not getting well educated, then we are just perpetuating a cycle here in Leesburg where kids are not getting the education they should and he feels guilty about that. He does not know the answer, but if we are talking we have some extra money and we have capital projects that we can do, which he thinks is great and supports, but he cannot sit here and just be quiet about what is happening to our kids and the effect it has on our businesses.

Commissioner Christian thinks that came out in the education seminars they were having and actually with the new Salvation Army in town, we did try to partner with them. The Boys and Girls Club is going through something, but you have groups in town that have access to the schools and the students. Captain Parker emailed him, in a group email, that he was walking and talking to two kids when one said I do not like the Police and walked off right in the middle of the conversation and Commissioner Christian thinks it is a respect issue that we need to teach. He agrees with Commissioner Bone and thinks there is something we can do that we talked about in west Leesburg, the Ditch Witch building is for sale, so he thinks we should be involved with who are they trying to sell it too, what are they going to do and maybe we can help with incentives because a company is going to come here and they are going to want to know what kind of schools we have. He thinks it is going to be a two-fold approach and as Commissioner Bone said, we have to make sure we are at the table doing what we can to help.

Commissioner Robuck also agrees 100% and stated he has actually been talking with some different people involved in the school system and does not know a lot about this kind of stuff, but if we have this money, what could we do for the schools. He does not have all the information yet, but one idea that came up was that the school board has talked about setting up different programs in Leesburg, but every time they want to do one in Leesburg, they want to do one in South Lake and doing that is the worst thing that could happen because the one in Leesburg is going to fail. Talking about IB magnet schools, the one in South Lake is going to succeed because parents are going to send their kids to South Lake. The school board does not have money to do any of this stuff for programs and maybe there is a scenario where we could offer the startup money with a condition that for instance, Lakeland has a fine arts magnet school, they were an F school with similar demographics to Leesburg, and they now are an A school; not just the fine arts part of the magnet, but the entire school. If we could throw some strings and say

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look if we get this started you, the school board, has to give us a guarantee you are not going to do another magnet school for some period of time and let this one get established or something along those lines.

Commissioner Bone mentioned that same thing to Al and some other people and it was his understanding, by what he was told from a school board member, that it cost a million dollars to apply for the IB program with the application process. If we, as a city, can get the school board to support putting an IB program at Leesburg High School, if we will help fund that to make it happen then those are the kinds of ideas to say that we can make an investment back. Frankly, the schools here have been neglected, the students, and they have some struggles and obstacles they have to overcome that are a little different than other parts of the county with the low income we have, but if we could help, and the school board is not doing it, then he thinks we should look at those. He is waiting to see on the penny sales tax renewal, the school board had its list of why it was needed, and right at the top of the list was Beverly Shores needs a new building, a new school; he is waiting to see if that happens or not.

Commissioner Christian asked the City Manager if he will look into the magnet collaboration.

CM Minner replied yes; he will take a look at that and asked for about a month to bring back a report. He stated the quid pro quo the city would be offering would be hey let's advocate that this is here in Leesburg and Leesburg would pay the application fee.

Commissioner Bone stated he is open to the idea of whatever kind of programs are out there that are working to encourage kids to do well in school and to encourage parents or grandparents to support their kids through school and college.

Commissioner Christian stated the school board is going to have to get behind the program no matter what because we could throw cash, but if they are not behind it and say yes thank you for partnering with us, we just going to be throwing money away.

ELECTRIC

CM Minner stated we are seeing some good growth coming from the Villages with about 70 houses hooking up a day.

Commissioner Robuck stated he stills see a decrease in charges per service and asked if that is because of the rate reductions.

CM Minner replied no, most of that is labor and fuel. Even though we continue to see growth, the fuel number is down so that is why you are not seeing that tick up.

Commissioner Dennison asked if the payment to GE are on smart grid and CM Minner replied yes.

CAPITAL PROJECTS
\$6,669,000

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CM Minner stated this year we have put together pretty extensive capital projects list, which is a pretty aggressive plan and the first portion would be meter change outs.

Commissioner Dennison asked about the improvements at the center substation.

CM Minner stated taking down the chain link fence and putting in more of a Chicago style brick wall to screen and better secure.

Electric Director (ED) Patrick Foster stated there are some electrical improvements in that too that we have to do because of what Duke is doing.

ELECTRIC RATE COMPARISONS:

CM Minner stated one of our major goals has been to reduce electric rates. The five percent increases were back in 2012, 2013, and 2014, and for the past two years now we have been able to reduce this based on the per 1000 residential rate, which is again about 65% of our customer base. The \$131 in August we are going to get that number down to \$105, so that is a significant decrease and the Duke settlement monies, which by the way are a big part of the aggressive capital plan for next year, we are using about 3.5 million of that. We restructured the smart grid contract, restructured debt, have restructured some of our operating expenses, and then we have also seen a big relief in fuel, so this reduction is a lot of the things done internally. We had the five-point plan and are really seeing the benefit of that and the way we are projected this, is that we think we can hold this rate of \$105 sometime into winter 2017, January. He thinks the rate is probably going to stabilize somewhere between \$110 and \$115 per 1000, which puts us about the Municipal average.

CASH RESERVES:

CM Minner stated between the Duke settlement and between R&R, he thinks the electric fund is in a pretty good position there to make good system improvements that help the liability of the system as well as beautify the community and hopefully continue to provide a competitive electric rate.

Commissioner Bone asked about Christmas lights, stating some are kind of old and looking a little bit shabby.

CM Minner stated Christmas lights were brought to the Commission last year, and he wants to say it was like \$25,000, not from the electric fund, he thinks it was special revenue, but it was cut out. He thinks this year from the City Manager Contingency fund, it was budgeted about \$10,000 towards Christmas lights.

Commissioner Dennison asked if these are the ones hanging on the poles because she also has received some complaints on those.

ED Foster stated now the Christmas lights are all hung up. They used to be thrown in a kind of a storage room, but are now stored in a container where they are vertical to prevent less damage and are out of the weather.

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CM Minner stated he will bring back a Christmas light proposal to the Commission in summary.

Commissioner Bone stated he does have one more issue and that is the back door at the Library that cannot be used. There is a little garden behind the Library, one of the nicer little spots in Leesburg, but with that back door being closed it is not easily accessible. Whoever designed that little garden did a really great job, it is a pleasant little spot, and he wishes there was some way the door could be re-opened so it would get used more.

CM Minner stated the issue with that is really one of a security issue. He is not sure when that was formally closed off, but in that corner of the Library is the kids corner section and the feedback Lucy received is overwhelming trying to keep those doors locked for our kids to have a safe corner. He will speculate a little on this and thinks there probably could be three solutions: 1) leave it as is and explain it is a safety issue, and the down fall to that is we miss out on a beautiful ambiance; 2) open it up and take the risk, he is sure Lucy then will probably say the number of complaints received on it being closed is probably going to be far less than the number of parents she is going to see when people are walking in and out of that door and their kids are sitting right there; or 3) if we want to use door, then we probably need to look at redoing the interior of the Library and moving kids corner somewhere else. Speaking on behalf of Lucy, he thinks if we are serious about using that side of the library, then we probably need to be serious about moving the kids section and if the Commission really wants staff to look into that, we can.

Commissioner Robuck asked if a display inside talking about where the garden is and how to get there could be done.

CM Minner stated on a funny note, every year capital projects come to his office and some do not make it to the Commission. One of the capital projects that Lucy first brought on her capital plan was the Library expansion project, where there is a space on the 2nd floor where we could build kind of on top of what is the book return, administrative offices over in that wing, so that is actually built to put another section on. The grand design would be to put kids corner up there and he thinks the price tag on that was like half a million dollars but it kind of never made it past his office.

Commissioner Christian asked ED Foster about his employees, is he retaining or how is the staff going. He stated it is great to make money, but if we are not retaining staff and having to hire people we are going to lose on the other end.

CM Minner stated he appreciates where Patrick is on this, but prefers to answer. He thinks we need to take more of a broad approach before we make another knee jerk reaction; not to say that our action made two years ago was one. The first year he was here, he thinks the electric department linemen received somewhere in the neighborhood of 18 to 25 percent raises to get competitive with SECO and that lasted all of about maybe 18 months. He will say every day the Electric department top supervision is in his office saying again we are seeing an exodus of linemen and recently SECO increased their benefit package, by the way they are unionized there not that that is an issue, but they have a new contract which increased their wages and then they changed some of

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their scheduling which has made it an attractive benefit and so now we are again seeing somewhere between a \$5 to \$8 per hour discrepancy. In the past month we have lost two linemen and there are probably four to six others threatening to leave and his response to Patrick in this issue has been universally across the city we have tried to address wages and have done it department by department. In the three budgets we have done, we have tackled electric linemen wages where they received a significant increase, then we tackled our Police officers where they received a significant increase, and this year we looked and tackled our Customer Service department where we also see change over in personnel. What you have not seen internally has been requests from Public Works on some issues they are also having in Wastewater, Water Treatment, and Solid Waste and pretty much many of the divisions as well as Gas and his approach has been to incrementally address this issue. One approach could be that we really do a comprehensive evaluation of all our pay and spend some significant time to address it now and he thinks if you do that you are looking at a significant number, probably upwards of increasing payroll by millions of dollars to address everybody at once and then he thinks what is going to happen again in a couple years that will not do it.

Commissioner Christian stated his question was, do we have a plan.

CM Minner stated right now the answer is no. We implemented a plan where we bumped them up 15 to 25 percent and now are seeing the exodus again. He asked for time to speak with Patrick on the entry level number as the most recent complaint is the senior lineman number is bad but the entry number is not too bad. He thinks our immediate concern is that we are losing our experienced lineman, and from his perspective this concern is two months old. He thinks right now it is too early to tell, we need to watch where we are, we want to continue to provide good service, we want to have good response times, and we want to keep qualified people. We have a great training program that we try to keep filled, but thinks if we react right now that is a mistake.

Commissioner Christian stated his last question is on customer service and said we used to have a program or policy procedure in place where if someone turned on service, and it was told to the Commission from Customer Service, that in order to eliminate some of the fraudulent activity that staff would collect data and scan everything into the system. This way if you had more people in the family, say if Dan had lights in his name he bailed out or changed name, if we were roommates that would cover that with scanning in the leases and applications. He called today because he had a lady with a lease, supposedly, who came down to city hall and got lights turned on in an organizations name, so he called and asked how the lights got turned on, did they have a copy of that lease, and they said no. Commissioner Christian thought all leases were scanned in for verification that this is an actual, accurate lease, was told they no longer do that, so he is wondering when did we stop scanning leases in for people to get lights turned on. Anyone can make up a lease, put his name on another's building, they are now a squatter and it is going to take about \$600 and a lawyer to get them out in maybe three months. When did we stop scanning and keep leases on file?

Deputy Finance Director (DFD) Jim Williams stated generally we scan in the residential leases, but based on information from the City Attorney, do not do the commercial or

**MINUTES OF THE CITY COMMISSION BUDGET WORKSHOP
TUESDAY, JULY 26, 2016**

non-profit leases. We can do it legally, but the City Attorney recommended that we do not because it became a competitive issue with some of our people who run strip malls.

Commissioner Christian stated he thought employees cannot share the information.

DFD Williams stated it becomes public information once that lease is on file.

CM Minner requested time to get with the City Attorney on this item.

Commissioner Christian said he heard people complained that if he rented a building to Dan for 9000 square feet and then rented the building next door to him that Bennett complains he is charging Dan \$9 and charging him \$11. He guesses that is where the competitive comes in and asked if that is the reason the policy was changed.

DFD Williams stated that is the exact reason; not saying that was the person, but that is the reason it was changed.

Commissioner Christian stated he would have just hoped this would have come back to the Commission for discussion before changing.

Commissioner Robuck stated back to the electrical side, he noticed this is the only department this has gone down; are we spending less money?

ED Foster stated they have less people and also have attrition so when a lineman leaves, we hire a grounds man and there is a huge pay difference.

Commissioner Robuck just wanted to point out that we do have money, given that our personnel budget has gone down, if we need to address something and he does not know if we need to do or not. He thinks we will continue to see pressure, like when we talked about the mowing, skilled people in the last six months of having to pay a lot more. He does not want to get in the position that we cannot do projects because we do not have the linemen.

ADJOURN:

The meeting adjourned at 7:09 p.m.

Mayor

ATTEST:

J. Andi Purvis
City Clerk & Recorder

**MINUTES OF THE CITY COMMISSION BUDGET WORKSHOP
THURSDAY, JULY 28, 2016**

The City of Leesburg Commission held a budget workshop Thursday, July 28, 2016, in the Commission Chambers at City Hall. Commissioner Robuck called the meeting to order at 5:34 p.m. with the following members present:

Commissioner Elise Dennison
Commissioner Dan Robuck

Commissioner John Christian arrived at 5:47 p.m. and Mayor Pro-Tem Bone arrived at 5:49 p.m.

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

ENTERPRISE FUNDS (CONTINUED):

COMMUNICATIONS:

Capital Projects:

Line Extensions:

New Customer Additions

Fiber Relocations:

Roadwork

Remote Switches

Server Replacement

Probably the biggest increase for this fund was the addition of the new contract with the Libraries.

Commissioner Dennison asked if the city rents the space to customers placing antennas on city towers to save the cost of building and maintaining their own.

Communications Manager (CM) Jim Lemberg stated yes, and it is shown under the miscellaneous revenues.

Commissioner Robuck asked about the rental on operating expenses.

Budget Manager (BM) Brandy McDaniel stated the Communications fund pays a rent to the general fund for the building they occupy.

CM Lemberg stated the rental category is a little broad and the largest part is the pole attachment fees we pay annually for various entities.

Commissioner Robuck stated he would like to see a rate schedule for other government entities.

CM Minner stated he has that information sitting on his desk and will make sure it gets out to the Commission.

MINUTES OF THE CITY COMMISSION BUDGET WORKSHOP
THURSDAY, JULY 28, 2016

AIRPORT

Biggest loss was losing the That! Company, and we have followed up with a couple of other big leases that have helped in terms of bringing in revenue.

Commissioner Robuck asked if we have someone marketing that building and CM Minner replied yes.

Capital Projects:

Buildings:

8701 Roof Replacement

Improvements:

Pavement Rehabilitation Design

CM Minner stated the sea plane ramp project is moving along well and thinks it is scheduled for discussion on the August 22nd Commission meeting. Roughly looking at a 2.6-million-dollar total project, and thinks we can probably get that down to about 2.4 million; the biggest cost relatively being the mitigation cost. The mitigation cost is probably somewhere between about \$650,000 and \$400,000 and essentially what the \$400,000 option is, is using property at the 470 location to count as our credits for mitigation versus just paying into the fund which will save about \$200,000.

Commissioner Robuck asked if we have talked to the county about whether they have any mitigation land we could use because this would be a way that it would not cost them cash when they could actually help us out. Even if it is the same amount so we do not have to give up our 470 property. Maybe the \$400,000 could go to zero if we had enough property to give for mitigation.

CM Minner stated the property we are giving up is undevelopable, swamp property.

Airport Manager (AM) Tracey Dean stated that there is a requirement that we have to purchase some specific mitigation credits, and on the remainder of the costs our engineer is still going to work with St John's.

Commissioner Robuck asked if the county has been asked for a check to go towards the seaplane ramp. CM Minner stated yes, about \$150,000. Financially, it is looking like between the county contribution, state grant money, and our cash, the airport is in the neighborhood of somewhere around half a million dollars short and that number could fluctuate up or down. Staff recommendation is to go ahead and set up a loan between the airport fund and the wastewater fund, where the money for the 470 purchase went, so we kind of use that for economic development.

Commissioner Robuck asked if rent on the T-hangars has been increased and Airport Manager (AM) Tracey Dean replied no.

Commissioner Robuck asked if we have the ability to do so or are they long term leases.

MINUTES OF THE CITY COMMISSION BUDGET WORKSHOP
THURSDAY, JULY 28, 2016

AM Dean stated they are locked in for a year, that just started, then after that it goes month to month.

Commissioner Robuck asked if we are 100% rented.

AM Dean stated she knows you have said our prices are too low if there is a waiting list; however, an opening come up in March and it took her two months of going down the list, through seven people before she got a hit. The list has about 48, and she has recognized that sometimes people just like to be on a list just to keep their options open. She tries to do an audit every six months, and just did one on the middle of the list because people at the top constantly call and ask did I move, and the people at the bottom have recently got on.

Commissioner Robuck stated if we put a 5% increase, he does not think we would lose anyone, or at the most maybe one or two, and thinks it would be easy to those. He would still like to see a 5% increase in the rates.

CM Minner stated he will speak with AM Dean on this.

Commissioner Robuck asked on the capital expenditure of professional services, if this is for the updated airport study.

AM Dean stated no, that is the master plan, which we are waiting on grant paperwork. The Commission was notified, a few weeks ago, that Avcon was the winning consultant; that is in the current year. This one is the recommended improvements based on the annual DOT pavement report.

Commissioner Robuck asked if the goal on hangar space is to be at 100%.

AM Dean stated it is and there is only one coming due to the city this year and that is the bunker hangar, presently leased by Lewis Puckett. The city takes possession of that at the end of this September and Mr. Puckett does not want to renew, he wants to make a trade somewhere else. There are actually a couple of people who want it and she is considering, maybe rent it like we do the three corporate hangars, which are almost identical in size, and based on the location it is not ideal for a lot of people. There is one property, Orlando Financial, their lease is coming due so she did budget to get an appraisal done in this year.

Commissioner Robuck asked about sites if someone came in tomorrow and said they wanted to build a hangar.

AM Dean stated there is only a little bit and obviously the master plan will identify what is buildable on the west side of 13/31, but there is no infrastructure there, no road coming in, it would need an additional taxiway and that is going to take some really deep pockets. There is the east and then south of Lowe's where we do have infrastructure, it has been proposed that we could use that railroad bed to tie into towards the end of runway 31, but again that is going to take big chunk of money.

MINUTES OF THE CITY COMMISSION BUDGET WORKSHOP
THURSDAY, JULY 28, 2016

WATER

\$9,010,985 (about a half million increase)

Capital Projects:

Mains:

System wide improvements

Stock subdivision engineering

CR 468 / Cabin Street Loop Repair

Lee Street

Plant & Storage:

Warehouse & Overhang roof replacement

Well Rehabilitation

Plant Pumping Rehabilitation

Commissioner Robuck asked about the \$250,000 operating supplies expense.

Public Works Director (PWD) DC Maudlin stated those are the ERTs and meter replacements; both for reuse and water.

Commissioner Robuck stated it looks like we are losing a lot of money on the reuse and asked if normally do plan to make money on reuse.

PWD Maudlin replied we do, but right now we are only selling about half of the available reuse.

Commissioner Dennison asked when work on the sidewalks in Stock subdivision is planned to start.

PWD Maudlin stated there is money in this year's budget, not for sidewalks, but for storm water improvements. Staff has looked hard at the sanitary line which in this subdivision is mostly behind the houses and we cannot move those lines to the front. The first thing we have to do is a preliminary study on the entire face of the entire subdivision which is underway. Then what we are calling Phase 1 is funded in this year which will include sidewalks, storm water, in some instances curb and gutter, upgrading the water lines and then sanitary.

Commissioner Christian asked on our water rates, how are we with our reserves and our revenue; are they in line with what we charge customers. PWD Maudlin thinks the city has a very competitive rate.

Commissioner Christian asked about development on Highway 27 where the city had the issue with its CUP.

PWD Maudlin stated we have some development now down Highway 27 that is going to help us connect each of the systems; right now Royal Highlands and Plantation are separate systems. There is a development that is actually going to connect the Royal Highlands and Highland Lakes systems together, which will allow us to essentially move water between the CUPs. We still have, long term, some fairly big projects that are going

**MINUTES OF THE CITY COMMISSION BUDGET WORKSHOP
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to have to be done to move water farther south, but for right now, those projects, especially when we get to the Secret Promise area and that starts building that we will have to work on supplying water to that area. Right now, moving south on Highway 27 is fine and we are taking advantage of the development that is happening to make some of the connections that we do not have otherwise.

WASTEWATER

\$10,899,358 (half million decrease in revenue)

Capital Projects:

Collecting Sewers:

623 N Canal Street

Lee Street

Lift Station Rehabilitation

Line Wet Well LS 106T

Other Equipment:

Pumps

Chlorine Equipment

Sludge Trailer

Lab Equipment

Treatment Plant:

North Pond Service Road Repave

Canal St Plant Improvements

Service Road – 470 to C&C Peat

Turnpike SBR #1 Repair

Commissioner Robuck asked what is causing the increase chemical expense in the Canal Street Treatment plant division.

PWD Maudlin replied when we convert with the belt press to compress the sludge, that requires a polymer, and it also increased some \$50,000 for tipping fees of the bio solids. He also stated in capital there is a purchase of a trailer truck to haul that rather than the tanker currently used.

Commissioner Robuck asked if the rates have been adjusted.

PWD Maudlin stated they have not, but at some point they probably will; not this or next year. He is hesitant and about a year and a half ago did a study with finance, and the majority of revenue comes from rate that fluctuates; the usage.

CM Minner stated from the rate study, he also is hesitant. We need to change the methodology; water money dwindling, sewer money increasing, but do not want to affect our small time users. The lion share is residential small users.

Commissioner Dennison asked about the new person in the laboratory.

PWD Maudlin stated they are on board; it was just a transfer of the ICP Inspector, from Canal Street where he was previously shown and charged, and moved him into the lab. His equipment was already in the lab budget.

MINUTES OF THE CITY COMMISSION BUDGET WORKSHOP
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SOLID WASTE

Commissioner Christian asked about the other listed in expenses.

Budget Manager (BM) Brandy McDaniel stated the other is the cost allocation they pay over to the General Fund of about \$400,000 and then they do have a reserve amount of about \$500,000.

PWD Maudlin stated their intent with the reserves, is if we have a storm event there will be a lot of clean up and expenses; so having a reserve there is a good thing.

Commissioner Robuck asked about the roll off compactors big increase. Are these fees or did we get a bunch of new customers?

PWD Maudlin stated no, those are city compactors. It is big this year because they learned a little bit of a lesson in the last three months or so when they had some repairs to go through; we need to plan better for repairs.

Public Works Deputy Director (PWDD) Jimmy Feagle stated as mentioned earlier, building is starting to pick back up and there is where we are getting the additional revenue with rollouts.

Commissioner Robuck asked if we charge the outside companies a fee to operate inside Leesburg on construction debris.

PWDD Feagle stated correct, on the roll-offs.

Commissioner Robuck asked what is the idea behind why they should pay the city to collect trash and PWD Maudlin replied franchise fees.

Commissioner Robuck stated on construction dumpsters you do not have to use the City of Leesburg, there are other companies out there that do it generally cheaper. We charge them a fee to have the privilege of collecting construction debris within the City of Leesburg. He asked for a break down; how much are we collecting and where it is going.

Commissioner Christian stated a while back we had issues with outside companies coming in and some would pay, other not, on the tipping fees. He thinks it was about four or five years ago, our City Attorney was doing some legal research just to try to figure out how we could enforce to make sure everybody was paying their fair share on the tipping fees. We might want to check on that.

CM Minner stated he will get back with the Commission on this one.

Commissioner Dennison asked on recyclables for the county, out of 494 tons the city gets less than \$4,000.

Commissioner Robuck said to be fair, one hundred percent of our waste is recyclable; it goes to the incinerator.

**MINUTES OF THE CITY COMMISSION BUDGET WORKSHOP
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PWD Maudlin stated it is converted to energy, but recycle programs rarely pay for themselves and when they do, it is because they are very selective about what they sell. In our case we accept anything, everything together in one single source, and it has not paid for itself and probably never will.

STORMWATER

Capital Projects:

Ponds

Birchwood Ditch

Curbs, gutters & inlets

Oak Terrace

Miscellaneous Drainage Improvements

Lee Street Storm upgrade

Venetian Gardens Marina Cleanup

Commissioner Bone asked if we are taking care of the issue we have behind the Mt. Calvary Baptist church; debris keeps piling up and the grass is high.

PWD Maudlin stated we are mowing that area and will keep an eye on it. He believes it is solved now, but there was a little bit of a communications problem internally getting it on our mowing schedule.

Commissioner Robuck asked about the Venetian Gardens Marina cleanup.

PWD Maudlin that is to clean up the lagoon just to the east of Pat Thomas; the canal that runs alongside the Marina.

Commissioner Bone stated speaking of lagoons, in the Venetian Gardens Phase 2, there was some discussion around with some groups in the city about doing something more with the canals, the islands, and cleaning up the banks for better water flow through there to make it more useable for kayaking, or whatever. Would this be a place to maybe create some movement in the water through there? From what he understands in the past there was some minor attempt to do something like that; to put in a pump to help the water circulate through.

PWD Maudlin stated right now there are some aeration bubblers spread throughout the canals and it is for some semblance of water quality work there. We would need to be careful in doing something because of the storm water connection through there.

CM Minner does not think there is a system wide benefit to improving those little canals.

PWD Maudlin stated we could do some aquatic weed control in there, but when talking about trying to create flow in an area that is essentially stagnant anyway, then that probably gets outside the storm water.

Commissioner Bone asked if the ponds are throughout the city.

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PWD Maudlin stated it is two in particular, Lake Hollywood (Leesburg High School area) and Lake Robinhood (Stock subdivision).

PENSION TRUST FUNDS:

POLICE PENSION

CM Minner stated the employer contribution is at nine percent of salaries.

Commissioner Robuck stated on the pensions, we get big swings on our contributions based on the rate of return in the market, which is understandable, but some years Fire went to 20 and some years it might be 33 percent, and that can cause big impacts to our General Fund budget. He would like to see us consider, at least for next year's budget, taking like a 10-year average rate of return and using that to contribute every year. If we are over contributing, say it is 25% and one year we are only required to put in 20, then put that in a reserve fund so that the years when it is 30% we do not have to all of a sudden write a big check. He thinks we might not get the benefit in a couple years, but over time it may smooth that out.

Commissioner Christian asked if staff can bring back like a 10-year average.

Commissioner Robuck asked it include for all three plans.

CM Minner replied yes, that will be brought to the Commission.

Commissioner Dennison asked about the difference in short fall between the Police and Fire pensions; aren't they basically in the same kind of fund.

CM Minner stated no, they are separate.

FIREFIGHTER'S PENSION

No comments.

GENERAL EMPLOYEES' PENSION

No comments.

INTERNAL SERVICE FUNDS:

HEALTH INSURANCE

CM Minner stated the health insurance is a little precarious; the city has not adjusted the fees charged to our employees for the health care services. Unfortunately, this year we have had a high claim year and at this stage he is not recommending any modifications, get through the remainder of this year and see where these claims close out. Worst case scenario would be we have to adjust the rate moving forward for next year.

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Commissioner Robuck asked if we adjust the rate, can we look at the feasibility of offering employees a higher deductible plan where the city gives them money towards a health savings account. Some younger employees are healthy, not getting much benefit out of this plan, and it would save the city money because then they are generally using less services.

Risk Manager (RM) Dann Herrin stated the city already does; there is a three tier plan with increasing co-pays and deductibles and two of the three plans are in excess of \$1,000 annual deductible. This was done for that exact reason mentioned, because we do have some young healthy people who do not need all that coverage and they are not going to spend it.

Commissioner Robuck stated he did not realize the city had that and asked if they take that plan are we contributing to their account.

RM Herrin stated the city does not offer HSA.

Commissioner Robuck stated he would like to see us head toward this and then with that savings, pass it on to the employees in a HSA.

RM Herrin stated we call it benefit dollars, giving some of that savings back that they could spend on other benefits, but we cut that down to \$50 a month.

Commissioner Christian asked if many people take advantage of this; what is the ratio.

RM Herrin stated very little; we give them the Wellness Center with no out of pocket costs.

Commissioner Robuck stated everyone gets that benefit and RM Herrin replied correct.

WORKERS COMPENSATION

No comments.

RISK MANAGEMENT

No comments.

FLEET SERVICES

Capital Projects:

Replacement Vehicles:

Electric (2 trucks, 3 Utility body trucks)

Police (8 Crown Victorias, 1 Tahoe)

Fire (1 Command Truck)

Solid Waste (2 trucks)

Water (1 truck, 1 Utility body truck)

Wastewater (1 crane truck, 1 truck)

MINUTES OF THE CITY COMMISSION BUDGET WORKSHOP
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Gas (1 Utility body truck)

Refurbishment:

Fire (1 Pumper truck)

Commissioner Robuck stated he noticed in police we are replacing quite a few 2011 vehicles and asked if there is something wrong; it seems to be way ahead of schedule.

Police Major Rockefeller stated these are the K-9 cars and PWD Maudlin added that they get a lot of hours on the engines.

CM Minner stated one of the odd things about the police vehicles too, is that its run through the DST fund. So even though it weaves through the Fleet fund, it still has that subsidy that is really not affecting the chart.

CM Minner stated in the last three workshops we have kind of gone through the entire budget. This evening came up with a couple questions and we had some other issues brought up in previous meetings with reference to pay, tax number, the transfer number, and these type of things. He would like to continue with the workshop scheduled for Monday, August 1, to review these items unless the Commission feels comfortable.

Commissioner Christian stated he is not available this Monday.

Commissioner Robuck stated he feels good with this and asked when we will have discussions on Venetian Gardens.

CM Minner stated he is probably looking at about two weeks. He is still working with staff on charts and information.

Commissioner Bone asked what the purpose of meeting Monday night would be.

CM Minner stated just to go over and review the questions raised through the workshops. He stated we probably could skip Monday and could probably hit these highlights in a regular meeting or even when we get to the budget workshop hearings in September.

Commissioner Bone stated he prefers less meetings if possible.

Commissioner Dennison agreed, stating to hold this to a regular meeting.

CM Minner stated then based on the consensus of the Commission, Monday night's meeting, August 1, is cancelled.

Commissioner Bone thanked everyone for their work putting the budget together on top of their many other tasks.

CM Minner stated he has to give a lot of credit to the Finance staff and the Department Head team, and a number of supervisory positions under those department heads, who worked really hard to put good together good budgets. He is real proud of the product

MINUTES OF THE CITY COMMISSION BUDGET WORKSHOP
THURSDAY, JULY 28, 2016

that comes before the Commission in relatively good shape; that really is a credit to the team that works for you.

ADJOURN:

The meeting adjourned at 6:30 p.m.

Mayor

ATTEST:

J. Andi Purvis
City Clerk & Recorder



AGENDA MEMORANDUM

Item No: 5.B.1.

Meeting Date: September 12, 2016

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

Subject: Resolution approving execution of an agreement for an electrical upgrade to
the Leesburg Center for the Arts Building

Staff Recommendation:

Staff recommends awarding Invitation to Bid (ITB) 160461 and approve execution of the agreement with Prime Electric, LLC. for an amount not to exceed \$52,765.00.

Analysis:

This project is located at the Leesburg Center for the Arts Building on West Magnolia Street. The purpose of this project is to upgrade parts of the aging electrical system in the building and connect to a new underground utility service. The circuits from all areas of the building currently run to multiple panels and are not segregated as to the building tenants. The Leesburg Partnership and Center for the Arts share the building. The electrical upgrade will include the separation of circuits into new panels for each of the tenant areas.

The scope of work generally requires the electrician to field design the upgrades and obtain all permitting and inspections on the project. The work will involve installation of new panels, upgrade of switchgear, and upgrade of emergency circuits and additional lighting circuits. Once complete the old panels will be removed.

Procurement Analysis:

The Purchasing Division issued Invitation to Bid (ITB) 160461 on July 20, 2016. The opportunity was posted to Public Purchase. Staff directly notified 78 electrical contractors and companies including 15 local companies. There were 3 vendors in attendance at the mandatory pre-bid meeting. On August 18, 2016 the Purchasing Division received and publicly opened two sealed bids.

Following review of the bids, staff deemed Prime Electric, LLC located in Leesburg, Florida a responsive and responsible bidder submitting the lowest bid. Prime has performed work for the City on past projects and has been accepted by the department. The detailed bid tabulation is attached to this staff report.

The lowest bidder did qualify as the local vendor; the City's Local Vendor Preference Policy was applied but did not result in any changes to the lowest bidder. Staff recommends awarding the ITB 160461 to Prime Electric, LLC.

SUMMARY OF BIDS

Company Name	Location	Local Preference	Base Bid
Prime Electric, LLC	Leesburg, FL	Yes – Tier I	\$52,765.00
Case 3 LLC d/b/a Gibson Electric	Ocala, FL	No	\$62,000.00

Options:

1. Award the ITB and approve execution of the contract with Prime Electric, LLC.; or
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

Funds are budgeted and available for this project.

Submission Date and Time: 9/12/2016 9:16 AM

Department: Public Works	Reviewed By	Account No.: 031-5193-519.62-10
Prepared by: Lisa Wolfkill		Project No.: 310051
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Department Head: _____	WF/Job No.: WF 1030786 / 001
Advertised: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> Not Required	Finance Department: _____	Req. No.: 48492
Dates: 07/20/2016	Deputy City Manager: _____	Budget: \$38,600.00
Attorney Review: <input type="checkbox"/> Yes <input type="checkbox"/> No	Submitted by:	Available: \$38,600.00
	City Manager: _____	

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH PRIME ELECTRIC, LLC. FOR ELECTRICAL UPGRADE WORK AT THE LEESBURG CENTER FOR THE ARTS BUILDING FOR AN AMOUNT NOT TO EXCEED \$52,765.00; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with Prime Electric, LLC. whose address is 1229 West Main Street, Leesburg, FL 34748 (email address: wylie@primeelectricllc.net) for electrical upgrade services to the Leesburg Center for the Arts Building project pursuant to Invitation to Bid 160461.

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 12th day of September 2016.

Mayor

ATTEST:

City Clerk

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

Date: **August 26, 2016**
Bid No. & Title: **160461 – Electrical Upgrade Arts Building**
Buyer: **Lisa Wolfkill, Senior Buyer**
Commission Meeting: **September 12, 2016 at 5:30 PM**

I will be recommending the following award for the Arts Building Electrical Upgrade to our City Commission at their regular meeting on September 12, 2016 at 5:30 PM. A comprehensive Final Bid Tabulation for the referenced solicitation is attached.

Recommended Vendor: **PRIME ELECTRIC, LLC.**
1229 West Main Street
Leesburg, FL 34748

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

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

Respectfully,



Mike Thornton, CPPO
Purchasing Manager

attachment (Final Bid Tabulation)

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



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

		Vendor	Prime Electric, LLC	Base 3 LLC DBA Gibson Electric
		Location	Leesburg, FL	Ocala, FL
ITEM	ITEM DESCRIPTION	Bid Amount	Bid Amount	Bid Amount
1	Center for the Arts Electrical Upgrade Project Complete and in accordance with all specifications and code requirements.	\$52,765.00	\$62,000.00	
Total Base Bid Amount		\$52,765.00	\$62,000.00	
Local Vendor Preference calculation. If the low bidder is not a local vendor each of the LVP Tier percentages is added to their low bid amount. If the bid amount of any other qualifying local vendor is lower than their LVP Tier Adjusted Low Bid then they become the low bidder.				
LVP Tier I Adjusted Low Bid (low bid + 5%)		\$55,403.25	N/A	
LVP Tier II Adjusted Low Bid (low bid + 2%)		\$53,820.30	N/A	
TIME FOR COMPLETION				
Number of CALENDAR DAYS to begin work after NTP:		15	7	
Number of CALENDAR DAYS to completion after NTP:		30	30	
SEALED BID RESPONSIVENESS REVIEW SUMMARY				
IS THE BIDDER DETERMINED TO BE RESPONSIBLE		Yes	Yes	
IS THE BID DETERMINED TO BE RESPONSIVE		Yes	Yes	
General Vendor Information		Yes	Yes	
Meets Contractor License Requirement		Yes	Yes	
Contractor License Number		EC13003896	EC0000651	
Bidders Certification		Yes	Yes	
Exceptions Taken		Yes	No	
Acknowledgement of Addenda		Yes	Yes	
Claims Local Vendor Preference		Yes - Tier I	No	
Sub-Contractor Listing		No	No	
Equipment Listing		Yes	Yes	
Statement of Experience		Yes	Yes	
Tabulation Note:				

This Final Bid Tabulation was reviewed and approved by:



Mike Thornton, CPPO - Purchasing Manager

AGREEMENT FOR CONTRUCTION SERVICES

THIS AGREEMENT is made as of the 12th day of September in the year 2016, between The City of Leesburg, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **Prime Electric, LLC.** whose address is 1229 West Main Street, Leesburg, FL 34748 (hereinafter referred to as the "CONTRACTOR").

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

1. **Scope of Services.** The CONTRACTOR shall furnish the following services generally described as the **Electrical Upgrade – Arts Building** to the CITY as listed in solicitation 160461 and as described in **ATTACHMENT "A"** which is attached and incorporated by reference herein. This Agreement, all attachments hereto, and solicitation 160461, shall together be referred to hereinafter as the "Agreement Documents." Nothing herein shall limit the CITY'S right to obtain bids or proposals for services from other contractors for same or similar work.

2. **Total Construction Cost.** The CONTRACTOR shall perform the Services for a total price not to exceed **\$52,765.00**. The cost of these services shall not exceed this amount unless the CITY has executed a written change order approving any increase in price.

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

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

5. **Commencement and Completion.** The CITY and the CONTRACTOR mutually agree time is of the essence with respect to the dates and times set forth in the Agreement Documents. To that end, the CONTRACTOR will commence work not later than **Fifteen (15)** continuous calendar days after CITY issues a Notice to Proceed, and will diligently and continuously prosecute the work at such a rate, and with sufficient forces as will allow the CONTRACTOR to achieve Final Completion no later **Thirty (30)** continuous calendar days after CITY issues a Notice to Proceed, subject only to any adjustments in the contract time that may be authorized by change orders properly issued in accordance with the Agreement Documents. In executing this Agreement, CONTRACTOR affirms the time set for completion is reasonable.

6. **Termination for Default.** If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, other than for the instances listed below due to "Force Majeure," the CITY shall thereupon have the right to

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

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

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

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

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

7. **Force Majeure.** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane,

tornado, or other catastrophic natural event or act of God. Should there be such an occurrence that impacts the ability of either party to perform their responsibilities under this contract, the nonperforming party shall give immediate written notice to the other party to explain the cause and probable duration of any such nonperformance.

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

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

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

City of Leesburg

Attention: Mike Thornton, Purchasing Manager

**RE: Solicitation 160461 – Electrical Upgrade – Arts Building
P.O. Box 490630
Leesburg, Florida 34749-0630**

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

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

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

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

The CONTRACTOR shall indemnify the CITY and hold it, its officers, and its employees harmless from liabilities, losses, and costs, including, but not limited to, reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of this Agreement. The liability of the CONTRACTOR shall, however, be limited to one million and 00/100 dollars (\$1,000,000.00) per occurrence, and the obligation of the CONTRACTOR to indemnify the CITY shall be limited to acts, omissions, or defaults of the CONTRACTOR; any

contractors, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services or materials in connection with the project; and the CITY, its officers, agents and employees, provided however that the CONTRACTOR shall not be obligated to indemnify the CITY against losses arising from the gross negligence, or willful, wanton, or intentional misconduct of the CITY, its officers, agents and employees, or against statutory violations or punitive damages except to the extent caused by or resulting from the acts or omissions of the CONTRACTOR, or any contractors, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services, or materials in connection with this Agreement.

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

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

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

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

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

the full amount of any such fee, commission, percentage, gift or consideration paid in breach of this Agreement.

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

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

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

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

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

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

this Agreement. The CONTRACTOR shall be solely and primarily responsible for his and her acts during the performance of this Agreement.

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

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

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

23. **Contact Person.** The primary contact person under this Agreement for the CONTRACTOR shall be **Wylie Hamilton, President**. The primary contact person under this Agreement for the CITY shall be **Robert Harper, Project Manager**.

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

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

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

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

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

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

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

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

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

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

[Signature page follows.]

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

THE CITY OF LEESBURG, FLORIDA

By: _____
Jay Hurley, Mayor

ATTEST:

City Clerk

Approved as to form:

City Attorney

PRIME ELECTRIC, LLC.

By: _____

Printed: _____

Its: _____
(Title)

ATTACHMENT “A”

SCOPE OF SERVICES

- I. **Scope of Services.** The CONTRACTOR shall perform all work in accordance with the Agreement Documents. Furnish all materials, equipment, tools, labor and supervision necessary to complete the project as required by this Agreement Documents.
- II. **Incorporation of Sections.** The following sections of the solicitation 160461 document are incorporated by reference and made a part hereof:
- a. Section 1 - Special Terms & Conditions,
 - b. Section 2 - Scope of Work,
 - c. Section 3 - General Terms & Conditions,
 - d. Section 4 - Supplemental Conditions – Construction,
 - e. Section 5 - City Forms as completed and submitted by CONTRACTOR, and
 - f. Section 6 – Utility Map and Engineers Report (4 pages).
- III. **Bid Submittal.** The original August 18, 2016 solicitation response from the Contractor is incorporated by reference and made a part hereof.

[Rest of page intentionally left blank.]



AGENDA MEMORANDUM

Item No: 5.B.2.

Meeting Date: September 12, 2016

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

Subject: Approval of the additional expenditure of funds under an approved fixed unit price agreement for sidewalk, curb and gutter.

Staff Recommendation:

Staff recommends approval of an additional \$15,000.00 to be used in fiscal year 2016 to Mott Concrete, Inc.

Analysis:

The City Commission approved a fixed unit price agreement to Mott Concrete, Inc. to provide construction service for sidewalk, curb and gutter work. The Commission previously approved \$150,000 for fiscal year 2016. The Public Works Department is requesting an additional \$15,000 be approved for this fiscal year to complete the remainder of the sidewalk, curb and gutter work.

The work to be completed with additional expenditure includes

- **High St. and 13th Street** - Sidewalk repairs and rerouting of the sidewalk is needed due to trip hazards and access for pedestrians.
- **Main Street** - Driveway apron replacement causing vehicle undercarriage damage.
- **Main and 3rd Street** - Replacement of an ADA ramp with a steep transition.
- **Maugans Avenue** - Curb replacement needed before street resurfacing.

Options:

1. Approve the additional \$15,000 for the 2016 fiscal year; or
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

Funds are budgeted and available for this work in the Public Works Sidewalk line item.

Submission Date and Time: 9/12/2016 9:16 AM

<p>Department: <u>Public Works</u> Prepared by: <u>Mike Thornton</u> Attachments: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Advertised: <input type="checkbox"/> Not Required <input checked="" type="checkbox"/> Dates: _____ Attorney Review : Yes <input type="checkbox"/> No <input type="checkbox"/> _____ Revised 6/10/04</p>	<p>Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ Submitted by: City Manager _____</p>	<p>Account No. <u>001-5112-541.46-25</u> Project No. <u>NA</u> WF No. <u>NA</u> Req. No. <u>48545</u> Budget _____ Available _____</p>
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AGENDA MEMORANDUM

Item No: 5.C.1.

Meeting Date: September 12, 2016

From: Robert W. Hicks, Chief of Police

Subject: Resolution authorizing the Leesburg Police Department to apply for and, if awarded, accept the 2016 Edward Byrne Memorial Justice Assistance-Countywide Grant (2016JAGC) for Information Systems Improvements.

Staff Recommendation:

Staff recommends approval of the resolution of the City of Leesburg, Florida authorizing the Leesburg Police Department to apply for, and if awarded, accept the 2016 Edward Byrne Memorial Justice Assistance-Countywide Grant (2016JAGC) in the amount of \$10,249.00 to defray the cost of three (3) new in-car video recording systems, one (1) negotiation phone console, and provide for an effective date.

Analysis:

Some of our patrol cars are equipped with antiquated in-car recording systems, adversely impacting our ability to capture quality audio/video data. The data serves numerous roles. Not only is it often considered evidence, it has other applications such as for training and administrative review of police actions, all vital parts of modern policing.

The negotiator phone console will replace other types of phones and provide the ability to record communications, hands free operability, on-site monitoring by team members or command staff, which promotes timely feedback. Currently officers use their cell phones when require to negotiate during critical situations. The console will make the negotiator's and job more efficient.

The grant will enable the department to continue the process of incrementally replacing older systems and methods that are outdated or not fully functional.

Options:

1. Accept the grant to replace outdated and inefficient in-car recording systems.
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

The grant amount (\$10,249.00) with fund approximately 83% of the purchase price (\$12,205.00). There is no matching fund requirement; however, the city would be expected to fund a balance of \$1,956.00 to complete the purchase. This would be the city's total appropriation for the purchase four (3) new in-car recording systems and a negotiator phone console. Funds are available in the current Police operating budget.

By agreeing, the city assumes no additional liability.

Submission Date and Time: 9/12/2016 9:16 AM

Department: <u>Police</u> Prepared by: <u>Lisa Carter</u> Attachments: <u>Yes</u> <u>No</u> Advertised: <u>Not Required</u> Dates: _____ Attorney Review : <u>Yes</u> <u>No</u> _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ Submitted by: City Manager _____	Account No. <u>001-0000-337-2100</u> Project No. <u>JA0018</u> WF No. _____ Budget _____ Available _____
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RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE LEESBURG POLICE DEPARTMENT TO APPLY FOR AND, IF AWARDED, ACCEPT THE 2016 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE-COUNTYWIDE GRANT (2016JAGC) FOR INFORMATION SYSTEMS IMPROVEMENTS; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Leesburg Police Department is hereby authorized to submit an application, and if awarded, accept 2016 Edward Byrne Memorial Justice Assistance-Countywide Grant in the amount of **\$10,249.00** to supplement costs associated with the purchase of certain department equipment.

THAT this resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 12th day of September 2016.

Mayor

ATTEST:

City Clerk



AGENDA MEMORANDUM

Item No: 5.C.2.
Meeting Date: September 12, 2016
From: Patrick M. Foster, P.E., Electric Director
Subject: Resolution of the City of Leesburg, Florida accepting and approving a Utility Easement from Garden Properties Holding, LLC, for property located at 114 Lee Street

Staff Recommendation:

Staff recommends accepting and approving the Resolution for a Utility Easement from Garden Properties Holding, LLC, A Florida Limited Liability Company, recorded on August 1, 2016, in Official Records Book 4814, Pages 163-167, Public Records of Lake County, Florida, conveying real property described as Lot 2 of the Official Plat of the City of Leesburg, recorded in Plat Book 2, Page 19, Public Records of Lake County, Florida, and more particularly described in said Utility Easement, to the City of Leesburg.

Analysis:

Garden Properties Holding, LLC, is granting a Utility Easement to the City of Leesburg for the purpose of construction, installation, repair, maintenance, replacement and improvement of the underground or above ground utilities, including but not limited to water, sewer, reuse water, natural gas, electricity, cable television, fiber optics, and telecommunications.

Options:

1. Adopt the Resolution accepting and approving the Utility Easement as presented, or;
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

None

Submission Date and Time: 9/12/2016 9:16 AM

Department: <u>Electric</u> Prepared by: <u>Sabrina Hubbell</u> Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Advised: <u>Not Required</u> <input checked="" type="checkbox"/> Dates: _____ Attorney Review: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> _____ Revised 6/10/04	Reviewed by: Dept. Head _____ <u>Patrick M. Foster</u> 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 OF LEESBURG, FLORIDA
ACCEPTING AND APPROVING A UTILITY EASEMENT FROM
GARDEN PROPERTIES HOLDING, LLC FOR PROPERTY
DESCRIBED AS LOT 2 OF THE OFFICIAL PLAT OF THE CITY
OF LEESBURG, RECORDED IN PLAT BOOK 2, PAGE 19,
PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; AND
PROVIDING AN EFFECTIVE DATE. (ADDRESS OF EASEMENT
IS 114 LEE STREET)

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

THAT The City of Leesburg, Florida, does hereby accept from Garden Properties Holding, LLC, A Utility Easement, recorded on August 1, 2016, in Official Records Book 4814, Pages 163—167, Public Records of Lake County, Florida, conveying certain real property described as Lot 2 of the Official Plat of the City of Leesburg, recorded in Plat Book 2, Page 19, Public Records of Lake County, Florida, and more particularly described in said Utility Easement, to the City of Leesburg.

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, at a regular meeting held the 12th day of September, 2016.

THE CITY OF LEESBURG

By: _____
Mayor

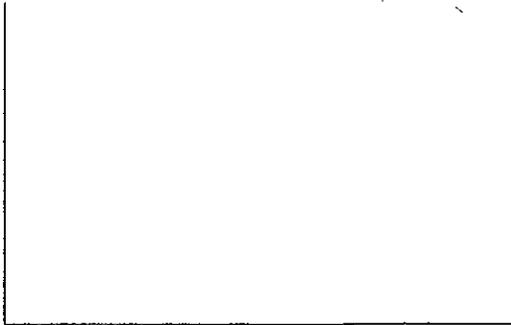
ATTEST:

City Clerk

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



Utility Easement



RESERVED FOR RECORDING

THIS EASEMENT given the 11th day of July, 2016, by GARDEN PROPERTIES HOLDING, LLC, A FLORIDA LIMITED LIABILITY COMPANY, whose address is Post Office Box 1343, Webster, Florida 33597, hereafter referred to as Grantor, to THE CITY OF LEESBURG, FLORIDA, whose address is P.O. Box 490630, Leesburg, FL 34749-0630, hereafter referred to as Grantee,

WITNESSETH:

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

AS DESCRIBED ON EXHIBIT "A" ATTACHED

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

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

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

213706

WITNESSES (two required)

GRANTOR: GARDEN PROPERTIES HOLDING, LLC

Kathleen M. Hartsock

Kathleen M. Hartsock
(Type or print name of Witness)

BY: *David S. Somers*

DAVID S. SOMERS, Manager

Amy B. Scarborough

Amy B. Scarborough
(Type or print name of witness)

STATE OF FLORIDA
COUNTY OF Seminole

BEFORE ME, the undersigned Notary Public, personally appeared David S. Somers, as Manager of Garden Properties Holding, LLC, who acknowledged before me that he executed this instrument on the 11th day of JULY, 2016, and who was either personally known to me, or who produced Fl. O.H. as identification.

Kathleen M. Hartsock

NOTARY PUBLIC

Kathleen M. Hartsock
Type or print name of Notary

FF. 242814
Commission Number

JULY 17th 2019
Commission expiration date



JOINDER & CONSENT OF MORTGAGEE

The undersigned, as holder of a mortgage or other lien on the above described property, as recorded in Official Records Book 4795, Page 1129, Public Records of Lake County, Florida, does hereby join in and consent to the granting of the easement to the City of Leesburg, Florida, and agrees that its interest in the property shall henceforth be inferior and subordinate to the easement rights herein created.

SECURED INVESTMENT FUNDING, LLC,
By SECURED INVESTMENT LENDING CORPORATION, as Manager

BY: Ernest C. Aulls
ERNEST C. AULLS, President

STATE OF FLORIDA
COUNTY OF Sevin

BEFORE ME, the undersigned Notary Public, personally appeared Ernest C. Aulls, President of Secured Investment Lending Corporation, the Manager of Secured Investment Funding, LLC, who acknowledged before me that he executed this instrument on the 14th day of July, 2016, and who was either personally known to me, or who produced _____ as identification.

Janice Harper
NOTARY PUBLIC

Janice Harper
Type or print name of Notary

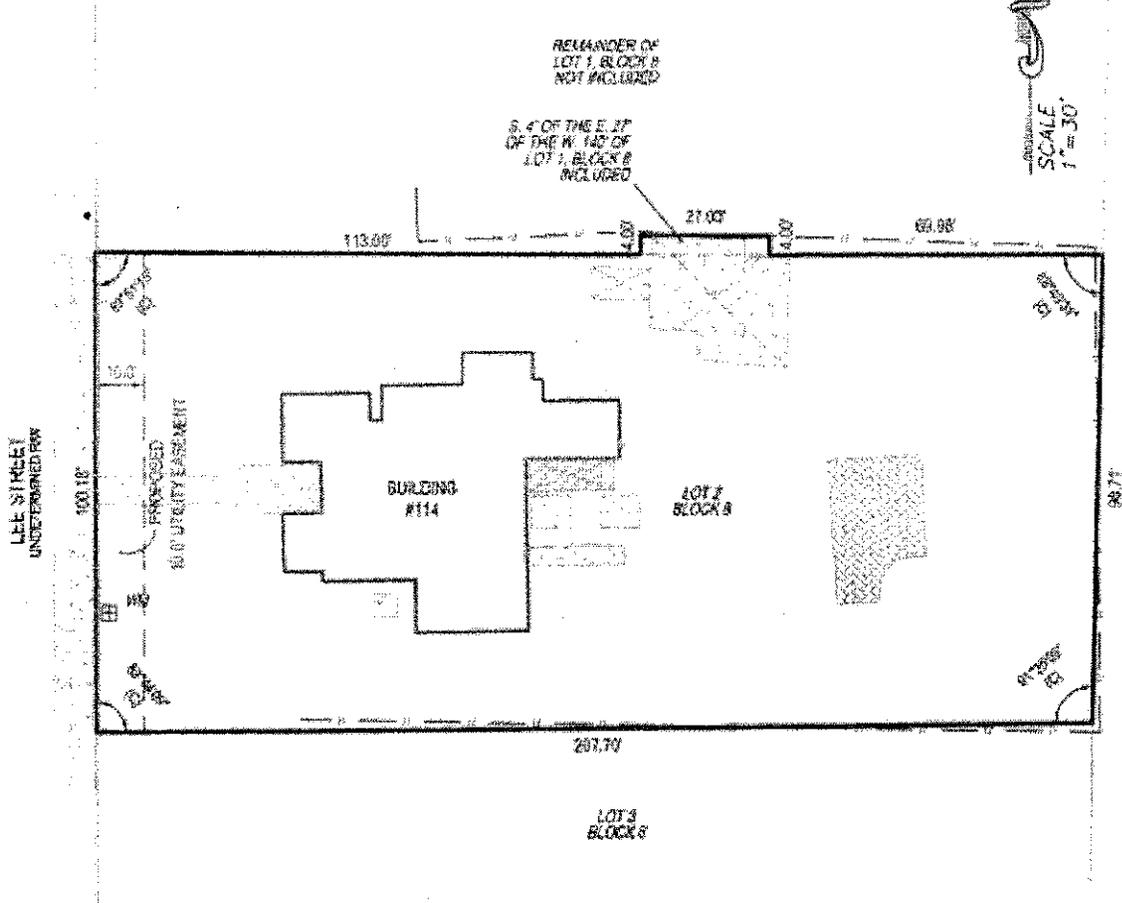
Commission Number

Commission expiration date



SKETCH AND DESCRIPTION

(SKETCH OF DESCRIPTION)



SURVEY NO. 259378
 SKETCH DATE: 07-08-2016

PAGE 2 OF 2

SKETCH AND DESCRIPTION

THIS IS NOT A SURVEY, TO ACCOMPANY DESCRIPTION ONLY

SURVEYORS CERTIFICATE
 I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PREPARED UNDER MY SUPERVISION.
 NOT VALID WITHOUT AN AUTHENTICATED ELECTRONIC SIGNATURE AND AUTHENTICATED ELECTRONIC SEAL, OR A TARGET-ENVELOPED SEAL AND SIGNATURE.

TARGET
SURVEYING, LLC
 LB 97803
 SERVING FLORIDA

SIGNED: *Kenneth J. Usalinski*
 KENNETH J. USALINSKI
 PROFESSIONAL SURVEYOR AND MASTER BOUNDARY SURVEYOR

PAGE 2 OF 3 PAGES
 07-08-2016 10:14 AM

THIS IS A PRELIMINARY SKETCH AND NOT A SURVEY. IT IS NOT TO BE USED FOR ANY PURPOSES WITHOUT THE APPROVAL OF THE SURVEYOR. THE SURVEYOR'S OFFICE IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS. THE SURVEYOR'S OFFICE IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS. THE SURVEYOR'S OFFICE IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS.



AGENDA MEMORANDUM

Item No: 5.C.3.

Meeting Date: September 12, 2016

From: Tracey Dean, Airport Manager

Subject: Approval of two resolutions, FAA and FDOT, related to grant funding for the Leesburg International Airport Master Plan Update

Staff Recommendation:

Staff recommends approval of the resolution authorizing execution of the FAA Grant Agreement and approval of the FDOT Joint Participation Agreement, for the Master Plan Update.

Analysis:

At the regular meeting held the 27th day of June 2016, City Commission approved, by Resolution 9819, a professional services agreement with AVCON, Inc., to prepare an airport master plan update, for an amount not to exceed \$390,718

Staff applied for, and has received written grants from both FAA and FDOT. Included in the FAA grant are "project formulation costs"; application services in the amount of \$2,930 and independent fee estimate in the amount of \$1,800. FAA considers these reimbursable, even though they were incurred prior to grant execution.

Options:

1. Approve both resolutions related to the Master Plan Update:
 - a. Approve the resolution authorizing execution of the FAA Grant Agreement; and
 - b. Approve the resolution authorizing execution of the FDOT JPA; or,
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

FAA 90%	\$355,903.20
FDOT 8%	\$ 31,257.44
City 2%	\$ 8,287.36
Total	\$395,448.00

Submission Date and Time: 9/12/2016 9:16 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>934399</u> Budget <u>\$400,000</u> Available <u>\$395,076</u>
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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 A GRANT AGREEMENT BETWEEN THE CITY OF LEESBURG AND THE FEDERAL AVIATION ADMINISTRATION, FOR THE PURPOSE OF OBTAINING FUNDING FOR THE LEESBURG INTERNATIONAL AIRPORT MASTER PLAN UPDATE; 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 the Federal Aviation Administration, whose address is 5950 Hazeltine National Drive, Suite 400, 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 ____ day of _____ 2016.

JAY HURLEY, Mayor

ATTEST:

J. ANDI PURVIS, City Clerk



U.S. Department
of Transportation
**Federal Aviation
Administration**

Orlando ADO
5950 Hazeltine National Drive
Suite 400
Orlando, FL 32822

August 17, 2016

Ms. Tracey Dean
Airport Manager
Leesburg International Airport
501 West Meadow Street
Leesburg, FL 34749-0630

Dear Ms. Dean:

We are enclosing the original and one copy of the Grant Offer for Airport Improvement Program (AIP) Project No. 3-12-0042-023-2016 at Leesburg International Airport in Leesburg, Florida. This letter outlines expectations for success. Please read the conditions and assurances carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than September 16, 2016, in order for the grant to be valid. The date of the attorney's signature must be on or after the date of the sponsor's authorized representative's signature.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. After you properly execute the grant agreement:
 - Return the executed Grant Agreement marked "Original" to our office via US mail or commercial courier.
 - Retain the copy marked "Sponsor" for your records.
- e. Because time is now critical for entering the executed grant into the FAA system, we request you send a copy of the signed agreement to our office by facsimile or email (pdf document) prior to sending the hardcopy document through U.S. mail or commercial courier.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Please note Grant Condition No. 4 requires you to complete the project without undue delay. We will be paying close attention to your progress to ensure proper stewardship of these Federal funds. **You are expected to submit payment requests for reimbursement of allowable incurred project expenses in accordance with project progress.** Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status which will impact future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Performance Reports are due within 30 days of the end of a reporting period as follows:
 1. Non-construction project: Due annually at end of the Federal fiscal year.
 2. Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once the project(s) is completed and all costs are determined, we ask that you close the project without delay and submit the final closeout report documentation as required by your Region/Airports District Office.

Jennifer Ganley, (407) 812-6331, ext. 126, is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



Bart Vernace, P.E.
Manager



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer	<u>August 17, 2016</u>
Airport/Planning Area	<u>Leesburg International Airport</u>
AIP Grant Number	<u>3-12-0042-023-2016</u>
DUNS Number	<u>113889752</u>
TO:	<u>City of Leesburg</u> (herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated July 8, 2016, for a grant of Federal funds for a project at or associated with the Leesburg International Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Leesburg International Airport (herein called the "Project") consisting of the following:

Master Plan Update

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, and the Sponsor's acceptance of this Offer, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$355,903.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$355,903 for planning
 \$0 for airport development or noise program implementation
 \$0 for land acquisition.

2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the project period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs – Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application and as accepted by the FAA to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 16, 2016, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by

settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. United States Not Liable for Damage or Injury. The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

11. System for Award Management (SAM) Registration And Universal Identifier.

A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

B. Requirement for Data Universal Numbering System (DUNS) Numbers

1. The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal funds provided by the agreement, which may be provided through any legal agreement, including a contract.
2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.
3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5771) or on the web (currently at <http://fedgov.dnb.com/webform>).

12. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. Informal Letter Amendment of AIP Projects. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. Air and Water Quality. The Sponsor is required to comply with all applicable air and water quality

standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this grant.

- 15. Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
- 16. Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
- 17. Maximum Obligation Increase For Nonprimary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
- A. May not be increased for a planning project;
 - B. May be increased by not more than 15 percent for development projects;
 - C. May be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.
- 18. Audits for Public Sponsors.** The Sponsor must provide for a Single Audit in accordance with 2 CFR Part 200. The Sponsor must submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. The Sponsor must also provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.
- 19. Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
- A. Verify the non-federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 - B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
 - C. Immediately disclose to the FAA whenever the Sponsor: (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.
- 20. Ban on Texting While Driving.**
- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

21. Trafficking in Persons.

- A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity). Prohibitions include:
 1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
 2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
 3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.
- B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –
 1. Is determined to have violated the Prohibitions; or
 2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either:
 - a. Associated with performance under this agreement; or
 - b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 2 CFR part 1200.

22. AIP Funded Work Included in a PFC Application:

Within 90 days of acceptance of this award, Sponsor must submit to the Federal Aviation Administration an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this grant award. The airport sponsor may not make any expenditure under this award until project work addressed under this award is removed from an approved PFC application by amendment.

- 23. Exhibit “A” Property Map.** The Exhibit “A” Property Map dated September 2000, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**


(Signature)

Bart Vernace
(Typed Name)

Manager
(Title of FAA Official)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this _____ day of _____, _____.

City of Leesburg

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of _____. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ (location) this _____ day of _____, _____.

By:

(Signature of Sponsor's Attorney)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A JOINT PARTICIPATION AGREEMENT BETWEEN THE CITY OF LEESBURG AND THE FLORIDA DEPARTMENT OF TRANSPORTATION, AVIATION DIVISION, FOR THE PURPOSE OF OBTAINING FUNDING FOR THE LEESBURG INTERNATIONAL AIRPORT MASTER PLAN UPDATE; 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 the Florida Department of Transportation, Aviation Division, whose address is 133 South Semoran Blvd., Orlando, FL 32807.

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 ____ day of _____ 2016.

JAY HURLEY, Mayor

ATTEST:

J. ANDI PURVIS, City Clerk



AGENDA MEMORANDUM

Item No: 5.C.4.

Meeting Date: September 12, 2016

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

Subject: Resolution authorizing execution of a design-build agreement for the construction of the Rogers Park Splash Pad.

Staff Recommendation:

Staff recommends approving the resolution authorizing execution of a design-build agreement with Wiseman Ventures, LLC for construction of the Rogers Park Splash Pad for an amount not to exceed \$425,900.00.

Analysis:

The City Commission, at its June 13, 2016 meeting, authorized staff to work with Wiseman Ventures, LLC to finalize design of the Rogers Park Splash Pad. The Commission, at its August 22nd meeting, selected "Option #2" as the final splash pad design.

The attached contract authorizes Wiseman Ventures, LLC to complete design and construct the splash pad at Rogers Park.

Options:

1. Approve execution of the design-build contract with Wiseman Ventures, LLC; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The current capital improvement plan includes \$306,000.00 for construction of the splash pad. The proposed FY 17 budget includes another \$120,000.00 for this project which will be funded from the General Fund.

Submission Date and Time: 9/12/2016 9:16 AM

Department: Public Works Prepared by: DC Maudlin Attachments: Yes ___ No ___ Advertised: ___ Not Required ___ Dates: _____ Attorney Review : Yes ___ No ___ Revised 6/10/04	Reviewed by: Dept. Head DCM Finance Dept. _____ Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. <u>031-5192-519.63-10</u> Project No. <u>310051</u> WF No. <u>WF0934615 / 001</u> Req. No. <u>47169</u> Budget <u>\$306,000.00</u> Available <u>\$306,000.00</u>
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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 A DESIGN BUILD AGREEMENT IN THE AMOUNT OF \$425,900.00 WITH WISEMAN VENTURES, LLC FOR CONSTRUCTION OF THE ROGERS PARK SPLASH PAD; 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 Wiseman Ventures, LLC whose address is 1517 W Main Street, Leesburg, Florida 34748, for design and construction of the Rogers Park splash pad in accordance with Request for Proposal No. 160372.

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 12th day of September 2016.

Mayor

ATTEST:

City Clerk

**AGREEMENT FOR DESIGN-BUILD
CONSTRUCTION SERVICES**

THIS AGREEMENT is made as of the 12th day of September in the year 2016, between The City of Leesburg, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the “CITY”), and **WISEMAN VENTURES, LLC** whose address is 1517 W. Main Street, Leesburg, Florida 34748 (hereinafter referred to as the “CONTRACTOR”).

WHEREAS, the CITY issued Request for Proposal (RFP) 160372 soliciting interested and qualified parties to submit a design-build proposal to provide design-build services for the Rogers Park Splash Pad project (hereinafter referred to as the “Project”).

WHEREAS, the CITY received only one response to the RFP.

WHEREAS, the Leesburg City Commission approved staff and the evaluation committee to work with the sole respondent to arrive at a final design and cost for the Project.

WHEREAS, the Leesburg City Commission at its’ meeting on August 22, 2016 approved Design Option 2, incorporated as Attachment “A” (hereinafter referred to as the “Final Design”), out of 3 provided as the accepted design.

WITNESSETH:

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

1. **Contract Documents.** The Contract Documents consist of:
 - a. This Agreement,
 - b. Request for Proposal 160372 in its entirety,
 - c. Addendum No. 1 to RFP 160372, and
 - d. The CONTRACTOR’s response to RFP 160372,
 - e. The CONTRACTOR’s Final Design as approved by the Leesburg City Commission on August 22, 2016, and
 - f. Project Schedule – To be mutually agreed to no later than fifteen (15) days following approval of this Agreement.

2. **Design-Build Services and Responsibilities.** The CONTRACTOR shall furnish Design-Build Construction Services for the City’s Rogers Park Splash Pad as described in the Contract Documents. This Agreement, all attachments hereto, and solicitation 160381, shall together be referred to hereinafter as the “Agreement Documents.” Nothing herein shall limit the CITY’S right to obtain bids or proposals for services from other contractors for same or similar work.

- a. **General Services.**
- i. CONTRACTOR's Representative shall be reasonably available to CITY and shall have the necessary expertise and experience required to supervise the Work. CONTRACTOR's Representative shall communicate regularly with CITY and shall be vested with the authority to act on behalf of CONTRACTOR. CONTRACTOR's Representative may be replaced only with the mutual agreement of CITY and CONTRACTOR.
 - ii. CONTRACTOR shall provide CITY with a monthly status report detailing the progress of the Work, including whether (i) the Work is proceeding according to schedule, (ii) discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution, (iii) health and safety issues exist in connection with the Work, and (iv) other items require resolution so as not to jeopardize CONTRACTOR's ability to complete the Work for the Contract Price and within the Contract Time(s).
 - iii. CONTRACTOR shall prepare and submit, at least three (3) days prior to the meeting contemplated by Section 2.1.4 hereof, a schedule for the execution of the Work for CITY's review and response. The schedule shall indicate the dates for the start and completion of the various stages of Work, including the dates when CITY information and approvals are required to enable CONTRACTOR to achieve the Contract Time(s). The schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve CONTRACTOR of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. CITY's review of and response to the schedule shall not be construed as relieving CONTRACTOR of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.
 - iv. The parties will meet within seven (7) days after execution of the Agreement to discuss issues affecting the administration of the Work and to implement the necessary procedures, including those relating to submittals and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.
- b. **Design Professional Services.** CONTRACTOR shall, consistent with applicable state licensing laws, provide through qualified, licensed design professionals employed by CONTRACTOR, or procured from qualified, independent licensed Design Consultants, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit CONTRACTOR to complete the Work consistent with the Contract Documents. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between CITY and any Design Consultant.
- c. **Standard of Care for Design Professional Services.** The standard of care for all design professional services performed to execute the Work shall be the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project. Notwithstanding the preceding sentence, if the parties agree upon specific performance standards for any aspect of the Work, which standards are to be set forth in an exhibit to the Agreement entitled "Performance Standard Requirements," the design professional services shall be performed to achieve such standards.
- d. **Design Development Services.** CONTRACTOR and CITY shall, consistent with any applicable provision of the Contract Documents, agree upon any interim

design submissions that CITY may wish to review, which interim design submissions may include design criteria, drawings, diagrams and specifications setting forth the Project requirements. On or about the time of the scheduled submissions, CONTRACTOR and CITY shall meet and confer about the submissions, with CONTRACTOR identifying during such meetings, among other things, the evolution of the design and any significant changes or deviations from the Contract Documents, or, if applicable, previously submitted design submissions. Minutes of the meetings will be maintained by CONTRACTOR and provided to all attendees for review. Following the design review meeting, CITY shall review and approve the interim design submissions in a time that is consistent with the turnaround times set forth in CONTRACTOR's schedule.

- i. CONTRACTOR shall submit to CITY Construction Documents setting forth in detail drawings and specifications describing the requirements for construction of the Work. The Construction Documents shall be consistent with the latest set of interim design submissions, as such submissions may have been modified in a design review meeting. The parties shall have a design review meeting to discuss, and CITY shall review and approve, the Construction Documents in accordance with the procedures set forth Section 2.4.1 above. CONTRACTOR shall proceed with construction in accordance with the approved Construction Documents and shall submit one set of approved Construction Documents to CITY prior to commencement of construction.
- ii. CITY's review and approval of interim design submissions and the Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Neither CITY's review nor approval of any interim design submissions and Construction Documents shall be deemed to transfer any design liability from CONTRACTOR to CITY.
- iii. To the extent not prohibited by the Contract Documents or Legal Requirements, CONTRACTOR may prepare interim design submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

e. **Legal Requirements.**

- i. CONTRACTOR shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.
- ii. The Contract Price and/or Contract Time(s) may be adjusted to compensate CONTRACTOR for the effects of any changes in the Legal Requirements enacted after the date of the Agreement affecting the performance of the Work, or if a Guaranteed Maximum Price is established after the date of the Agreement, the date the parties agree upon the Guaranteed Maximum Price. Such effects may include revisions CONTRACTOR is required to make to the Construction Documents because of changes in Legal Requirements.

f. **Government Approvals and Permits.** CONTRACTOR shall provide reasonable assistance to CITY in obtaining those permits, approvals and licenses that are CITY's responsibility.

g. **Construction Phase Services**

- i. Unless otherwise provided in the Contract Documents to be the responsibility of CITY C or a separate contractor, CONTRACTOR shall

provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit CONTRACTOR to complete construction of the Project consistent with the Contract Documents.

- ii. CONTRACTOR shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. CONTRACTOR shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.
- iii. CONTRACTOR shall employ only Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. CITY may reasonably object to CONTRACTOR's selection of any Subcontractor, provided that the Contract Price and/or Contract Time(s) shall be adjusted to the extent that CITY's decision impacts CONTRACTOR's cost and/or time of performance.
- iv. CONTRACTOR assumes responsibility to CITY for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between CITY and any Subcontractor or Sub-Subcontractor including but not limited to any third-party beneficiary rights.
- v. CONTRACTOR shall coordinate the activities of all Subcontractors. If CITY performs other work on the Project or at the Site with separate contractors under CITY's control, CONTRACTOR agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.
- vi. CONTRACTOR shall keep the Site reasonably free from debris, trash and construction wastes to permit CONTRACTOR to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, CONTRACTOR shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit CITY to occupy the Project or a portion of the Project for its intended use.

h. Responsibility for Project Safety

- i. CONTRACTOR recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto. CONTRACTOR assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work. CONTRACTOR shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, CONTRACTOR's Safety Representative shall be an individual stationed at the Site who may have responsibilities on the Project in addition to safety. The Safety Representative shall make routine daily inspections of the Site and shall

- hold weekly safety meetings with CONTRACTOR's personnel, Subcontractors and others as applicable.
- ii. CONTRACTOR and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any CITY-specific safety requirements set forth in the Contract Documents, provided that such CITY-specific requirements do not violate any applicable Legal Requirement. CONTRACTOR will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to CITY's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.
 - iii. CONTRACTOR's responsibility for safety under this Section 2.8 is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injury, losses, damages or accidents resulting from their performance of the Work
- i. **Contractors Warranty**
 - i. CONTRACTOR warrants to CITY that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship. CONTRACTOR's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work by persons other than CONTRACTOR or anyone for whose acts CONTRACTOR may be liable. Nothing in this warranty is intended to limit any manufacturer's warranty which provides CITY with greater warranty rights than set forth in the Contract Documents. CONTRACTOR will provide CITY with all manufacturers' warranties upon Final Completion.

3. **Total Construction Cost.** The CONTRACTOR shall perform the Scope of Services for a total price not to exceed **\$425,900.00**. The cost of these services shall not exceed this amount unless the CITY has executed a written change order approving any increase in price.

- a. **Schedule of Values.** Following completion of design and permitting but prior to start of construction the CONTRACTOR shall provide a schedule of values to facilitate determination of work completed and approval of payment applications.

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

5. **Time for Completion.** Time is of the essence on this Project. CONTRACTOR and CITY shall work diligently to complete the design and permitting process. No later than fifteen (15) calendar days following execution of this Agreement the CITY and CONTRACTOR shall develop a mutually agreeable Project Schedule. Said schedule shall be set in writing and upon acknowledgement by both parties shall become part of the Contract Documents.

6. **Term of Agreement.** This Agreement shall commence upon the date of execution and shall remain in effect until such time as the contracted services have been completed, and accepted by the CITY's authorized representative, unless earlier terminated in accordance with its provisions.

7. **Commencement and Completion.** The CITY and the CONTRACTOR mutually agree time is of the essence with respect to the dates and times set forth in the Agreement Documents. To that end, the CONTRACTOR will commence work not later than **Thirty (30)** continuous calendar days after CITY issues a Notice to Proceed, and will diligently and continuously prosecute the work at such a rate, and with sufficient forces as will allow the CONTRACTOR to achieve Final Completion no later **One Hundred-Eighty (180)** continuous calendar days after CITY issues a Notice to Proceed, subject only to any adjustments in the contract time that may be authorized by change orders properly issued in accordance with the Agreement Documents. In executing this Agreement, CONTRACTOR affirms the time set for completion is reasonable.

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

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

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

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

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

9. **Force Majeure.** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Should there be such an occurrence that impacts the ability of either party to perform their responsibilities under this contract, the nonperforming party shall give immediate written notice to the other party to explain the cause and probable duration of any such nonperformance.

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

11. **Guaranty of Faithful Performance and Payment - Performance and Payment Bonds,** written by a Surety firm satisfactory to the City of Leesburg on forms acceptable to the CITY which comply with Section 255.05(1), Florida Statutes, will be required of the successful Bidder to guarantee that he will deliver a complete project under task orders issued under this Agreement in strict accordance with the Agreement Documents and that he will pay promptly all persons supplying him with labor or materials for the work.

The Performance and Payment Bonds will be equal to 110% of the Agreement amount for Services. The cost of the bonds shall be borne by the CONTRACTOR.

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

The Surety must be rated as "A" or better as to strength by Best's Insurance Guide, published by Alfred M. Best Company, Inc., 75 Fulton Street, New York, New York.

Bonding Limit - Any One Risk: The Bonding Limit of the Surety shall not exceed ten (10) percent of the policy-holders surplus (capital and surplus) as listed by the aforementioned Best's Insurance Guide. The completed Bonds shall be executed in four (4) counterparts and delivered to the City of Leesburg with the required Power-of-Attorney and executed Agreement.

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

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

City of Leesburg

Attention: Mike Thornton, Purchasing Manager

**P.O. Box 490630
Leesburg, Florida 34749-0630**

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

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

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

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

omissions of the CONTRACTOR, or any contractors, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services, or materials in connection with this Agreement.

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

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

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

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

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

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

the product(s) and/or service(s) is (are) accepted by the CITY and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

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

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

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

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

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

22. **Assignment.** Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or

otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.

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

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

25. **Contact Person.** The primary contact person under this Agreement for the CONTRACTOR shall be Jeffrey R. Estep, President. The primary contact person under this Agreement for the CITY shall be Jimmy Feagle, Deputy Director – Public Works.

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

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

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

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

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

The CONTRACTOR shall indemnify and hold the CITY harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this Agreement. The CONTRACTOR shall pay all claims and losses of any nature whatsoever in connection therewith,

and shall defend all suits, in the name of the CITY when applicable, and shall pay all costs and judgments which may issue thereon.

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

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

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

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

[Signature page follows.]

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

THE CITY OF LEESBURG, FLORIDA

By: _____
Jay Hurley, Mayor

ATTEST:

City Clerk

Approved as to form:

City Attorney

WISEMAN VENTURES, LLC

By: _____

Printed: _____

Its: _____
(Title)



waterplay Solutions Corp.

VENETIAN GARDENS, LEESBURG, FL

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AGENDA MEMORANDUM

Item No: 5.C.5.
Meeting Date: September 12, 2016
From: Jim Lemberg – Manager, Communications Utility
Subject: Resolution authorizing execution of a Master Service Agreement with Ro-mac Lumber.

Staff Recommendation:

Staff recommends approval of a resolution authorizing execution of a Master Service Agreement with Ro-mac Lumber and Supply, Inc.

Analysis:

The Master Service Agreement provides the general terms and conditions under which the customer will place one or more orders for communications services from the City's Communications Utility.

Options:

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

Fiscal Impact:

This agreement will have no fiscal impact.

Submission Date and Time: 9/12/2016 9:16 AM

Department: <u>IT/Communications</u> Prepared by: <u>J. Lemberg</u> Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Advertised: <input type="checkbox"/> Not Required <input checked="" type="checkbox"/> Dates: <u>n/a</u> Attorney Review: Yes <input checked="" 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>n/a</u> Project No. <u>n/a</u> WF No. <u>n/a</u> Budget <u>n/a</u> Available <u>n/a</u>
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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 A MASTER SERVICE AGREEMENT WITH RO-MAC LUMBER & SUPPLY, INC.; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorized to execute a Master Service Agreement with RO-MAC LUMBER & SUPPLY, INC., whose address is 610 E. MAIN ST., LEESBURG, FL 34748, under which communications services are supplied.

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 twelfth day of September 2016.

Mayor

ATTEST:

City Clerk

Master Service Agreement

This Master Service Agreement ("Agreement") is made by and between **RO-MAC LUMBER & SUPPLY, INC.** ("Customer") and **THE CITY OF LEESBURG, FLORIDA** ("City"), each referred to in this Agreement individually as a "Party" and severally as the "Parties". This Agreement provides the general terms and conditions applicable to Customer's purchase of communications services ("Service") from City.

1.0 CUSTOMER ORDERS

- 1.1 **Submission and Acceptance of Customer Order(s)**. Customer may submit requests for Service in a form designated by City ("Customer Order"). Customer Orders shall contain the duration for which Service is ordered ("Service Term"). Unless indicated otherwise in the Customer Order, Service will continue on a month to month basis at the expiration of the Service Term at City's then current rates. City will notify Customer of acceptance of the Customer Order by delivering (in writing or electronically) the date by which City will install Service (the "Customer Commit Date") or by delivering the Service. Renewal Customer Orders will be accepted by City's continuation of Service. If Customer submits Customer Orders electronically, Customer shall assure that any passwords or access devices are available only to those having authority to submit Customer Orders. Customer will pay City's then current charges for moves, adds or changes agreed to by City respecting any Customer Order or Service.
- 1.2 **Credit Approval and Deposits**. Customer will provide City with credit information as requested. City may require Customer to make a deposit as a condition of City's acceptance of any Customer Order or continuation of: a) usage-based Services; or b) non-usage based Service where Customer fails to timely pay City hereunder or City reasonably determines that Customer has had an adverse change in financial condition. Deposits will not exceed two months' estimated charges for Service and are due upon City's written request. When Service is discontinued, the deposit will be credited to Customer's account and the balance refunded.
- 1.3 **Customer Premises; Title to Equipment**. If access to non-City facilities is required for the installation, maintenance or removal of City equipment, Customer shall, at its expense, secure such right of access and shall arrange for the provision and maintenance of power and HVAC as needed for the proper operation of such equipment. Title to equipment (including software) provided by City remains with City. Customer will not create or permit to be created any encumbrances on City's equipment.
- 1.4 **Scheduled Maintenance and Local Access**. Scheduled maintenance may result in Service interruption. If scheduled maintenance requires Service interruption, City will: (i) attempt to provide Customer thirty days' prior written notice, (ii) work with Customer to minimize such interruptions and (iii) use commercially reasonable efforts to perform such maintenance between midnight and 6:00 a.m. local time.

2.0 BILLING AND PAYMENT

- 2.1 **Commencement of Billing**. City will deliver written or electronic notice (a "Connection Notice") to Customer when Service is installed, at which time billing will commence ("Service Commencement Date"). If Customer notifies City within 3 days after delivery of the Connection Notice that Service is not functioning properly, City will correct any deficiencies and, upon Customer's request, credit Customer's account in the amount of 1/30 of the applicable Monthly Recurring Charge for each day the Service did not function properly.
- 2.2 **Payment of Invoices and Disputes**. City will deliver an invoice each month to Customer, and payment will be due no later than the date stated on the face of the invoice (the "Due Date"). Past due amounts bear interest at 1.5% per month or the highest rate allowed by law (whichever is less). Customer is responsible for all charges respecting the Service, even if incurred as the result of unauthorized use except that Customer shall not be responsible for fraudulent or unauthorized use (A) by City or its employees, (B) by third parties to the extent that such use (i) is caused by City's gross negligence or willful misconduct, or (ii) originates on City's side of the demarcation point. If Customer reasonably disputes an invoice, Customer must pay the undisputed amount by the Due Date and submit written notice of the disputed amount (with details of the nature of the dispute and the Services and invoice(s) disputed). Disputes must be submitted in writing within 90 days from the date of the invoice. If the dispute is resolved against Customer, Customer shall pay such amounts plus interest from the date originally due. Any payments shall be applied first to any penalties owed, then to any interest owed and then to oldest to newest principal owed.

- 2.3 **Taxes and Fees.** Excluding taxes based on City's net income, Customer is responsible for all taxes and fees arising in any jurisdiction imposed on or incident to the provision, sale or use of Service, including but not limited to value added, consumption, sales, use, gross receipts, foreign withholding (which will be grossed up), excise, access, bypass, ad valorem, franchise or other taxes, fees, duties or surcharges (including regulatory and 911 surcharges), whether imposed on City or a City affiliate, along with similar charges stated in a Customer Order (collectively "Taxes and Fees"). Some Taxes and Fees are recovered through imposition of a percentage surcharge on the charges for Service. Charges for Service are exclusive of Taxes and Fees. Customer may present City with an exemption certificate eliminating City's liability to pay certain Taxes and Fees; City will give effect thereto prospectively.
- 2.4 **Regulatory and Legal Changes.** If changes in applicable law, regulation, rule or order materially affect delivery of Service, the Parties will negotiate appropriate changes to this Agreement. If the Parties cannot reach agreement within thirty days after City's notice requesting renegotiation: (a) City may, on a prospective basis after such thirty-day period, pass any increased delivery costs on to Customer and (b) if City does so, Customer may terminate the affected Service on notice to City delivered within thirty days.
- 2.5 **Cancellation and Termination Charges.**
- 2.5.1 Customer may cancel a Customer Order (or portion thereof) prior to the delivery of a Connection Notice upon written notice to City identifying the affected Customer Order and Service. If Customer does so, Customer shall pay City a cancellation charge equal to the sum of: (i) 1 month's monthly recurring charges for the cancelled Service; (ii) the non-recurring charges for the cancelled Service; and (iii) City's out of pocket costs (if any) incurred in constructing facilities necessary for Service delivery.
- 2.5.2 Customer may terminate specified Service(s) after the delivery of a Connection Notice upon thirty days' written notice to City. If Customer does so, or if Service is terminated by City hereunder as the result of Customer's default, Customer shall pay City a termination charge equal to the sum of: (i) all unpaid amounts for Service actually provided; (ii) 100% of the remaining monthly recurring charges for months 1-12 of the Service Term; (iii) 50% of the remaining monthly recurring charges for month 13 through the end of the Service Term; and (iv) if not recovered by the foregoing, any termination liability payable to third parties resulting from the termination. Customer acknowledges that the charges in this Section are a genuine estimate of City's actual damages and are not a penalty. If Customer terminates service as a result of City's failure to perform any of its obligations under this Agreement or any Customer Order placed under this Agreement, the termination charges noted above in this subsection 2.5.2 shall not apply. If City notifies Customer of its intent to assign this Agreement and any Customer Order placed under this Agreement, Customer may cancel such Customer Order(s) without incurring the termination charges noted above in this subsection 2.5.2 if Customer provides City with written termination notice no later than thirty (30) days after City's notification of its intent to assign.

3.0 DEFAULT

- 3.1 **Defaulting Party Defined.** If Customer fails to make any payment when due and such failure continues for five business days after written notice from City, Customer shall be considered to be in default of its obligations under this Agreement. If either Party fails to observe or perform any other material term of this Agreement and such failure continues for thirty days after written notice from the other Party, then that Party shall be in default of its obligations under this Agreement.
- 3.2 **Non-defaulting Party's Privileges.** The non-defaulting Party may: (i) terminate this Agreement and/or any Customer Order, in whole or in part, and/or (ii) subject to Section 4.1 and 4.3 of this Agreement, pursue any remedies it may have at law or in equity.

4.0 LIABILITIES AND SERVICE LEVELS

- 4.1 **No Special Damages.** Neither Party shall be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement services, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Agreement or any Customer Order.
- 4.2 **Disclaimer of Warranties.** CITY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING

WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT OR ANY APPLICABLE SERVICE SCHEDULE.

- 4.3 **Service Levels.** The "Service Level" commitments applicable to Services are contained in the Service Schedules for each Service. If City does not meet a Service Level, a credit will be issued to Customer if and as stated in the applicable Service Schedule on Customer's written request. To request a credit, Customer must contact City Customer Service (contact information is located at <http://LeesburgFlorida.gov>) or deliver a written request per the provisions of Section 5.4 of this Agreement (with sufficient detail to identify the affected Service) within sixty days after the end of the month in which the event occurred. Total monthly credits will never exceed the charges for the affected Service for that month. Customer's sole remedies for any non-performance, outages, failures to deliver or defects in Service are contained in the Service Levels applicable to the affected Service.
- 4.4 **Right of Termination for Installation Delay.** In lieu of installation Service Level credits, if City's installation of Service is delayed by more than thirty business days beyond the Customer Commit Date, Customer may terminate the affected Service without liability upon written notice to City, provided such written notice is delivered prior to City delivering a Connection Notice for the affected Service.
- 4.5 **Indemnification.** The Customer agrees to make payment of all proper charges for labor and services required under this Agreement and Customer shall indemnify City and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished pursuant to this Agreement; any failure of performance of Customer under this Agreement; or the negligence of the Customer in the performance of its duties under this Agreement, or any act or omission on the part of the Customer, his agents, employees, or servants.
- 4.6 **Limitation of Liability and Remedies.** Customer understands and agrees that City's liability and Customer's sole remedy against City for any loss or damage that arises directly or indirectly out of, or resulting from impairment of, any service provided by City pursuant to this Agreement, or any mistake, omission, interruption, delay, error, or defect in the provision of services, or for loss or damage caused by delayed performance, negligent performance or nonperformance regardless of Customer's form of action shall be limited to recovery of actual damages in an amount equivalent to the lesser of:
- A. The amount of actual and direct damages that are proven; or
 - B. The service charges incurred by Customer for the period of service during which such mistake, omission, interruption, delay, error, defect, or failure of service occurred.

5.0 GENERAL TERMS

- 5.1 **Force Majeure.** Neither Party shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated Party; government restrictions; or other event outside the reasonable control of the obligated Party. Both Parties will use reasonable efforts to mitigate the effect of such an event. In the event City is unable to deliver Service as a result of a Force Majeure Event, Customer shall not be obligated to pay City for the affected Service for the duration of the event. Force Majeure Events and scheduled maintenance under section 1.4 are considered "Excused Outages" and shall not, apart from City's gross negligence or willful misconduct, make City a defaulting Party per Section 3.1 of this Agreement.
- 5.2 **Assignment and Resale.** Customer may not assign its rights or obligations under this Agreement or any Customer Order without the prior written consent of City, which will not be unreasonably withheld. This Agreement shall apply to any permitted transferees or assignees. Unless otherwise provided in a Service Schedule, Customer may provide Service to third parties or use the Services in connection with goods or services provided by Customer to third parties ("Customer Provided Services") provided that Customer shall indemnify, defend and hold City and its affiliates harmless from any claims arising from or related to any Customer Provided Services. If Customer sells telecommunications services, Customer certifies that it has filed all required documentation and will at all times have the requisite authority with appropriate regulatory agencies respecting the same. Nothing in this Agreement, express or implied, confers upon any third party any right, benefit or remedy under or by reason of this Agreement.
- 5.3 **Affiliates.** Customer's affiliates may purchase Service pursuant to this Agreement, and Customer shall be jointly and severally liable for all claims and liabilities related to Service ordered by any Customer affiliate.

Customer affiliates shall be allowed to use the service at the location(s) being provided by City at no extra charge.

- 5.4 **Notices.** Any notices provided by one Party to the other Party pursuant to this Agreement shall be in writing and deemed received if delivered personally, sent via facsimile, pre-paid overnight courier, electronic mail (if an e-mail address is provided) or sent by U.S. Postal Service or First Class International Post, addressed as follows:

IF TO CITY:

City of Leesburg
501 W. Meadow Street
P.O. Box 490630
Leesburg, FL 34749
Attn: Communications Manager
Facsimile: (352) 435-9451
Email: communications.manager@leesburgflorida.gov

IF TO CUSTOMER:

Ro-Mac Lumber & Supply, Inc.
610 E. Main Street
Leesburg, FL 34748

Attn: Dan Robuck III
Facsimile: 352-314-3198
Email: drobuck@romaclumber.com

If no electronic or physical Customer address is indicated above, notices may be provided to any electronic or physical address identified on the Customer Order. Either Party may change its notice address upon notice to the other Party. All notices shall be deemed given on (i) the date delivered if delivered personally, by facsimile or e-mail (or the next business day if delivered on a weekend or legal holiday), (ii) the business day after dispatch if sent by overnight courier, or (iii) the third business day after dispatch if otherwise sent.

- 5.5 **Acceptable Use Policy; Data Protection.** Customer's use of Service shall comply with City's Acceptable Use Policy and Privacy Policy, as communicated in writing to Customer from time to time and which are also available through City's web site (<http://leesburgflorida.gov>). Customer consents that City may use Customer data for the performance of City's obligations and the exercise of City's rights under this Agreement.
- 5.6 **Intellectual Property and Publicity.** Neither Party is granted a license or other right (express, implied or otherwise) to use any trademarks, copyrights, service marks, trade names, patents, trade secrets or other form of intellectual property of the other Party or its affiliates without the express prior written authorization of the other Party. Neither Party shall issue any press release or other public statement relating to this Agreement, except as may be required by law or agreed between the Parties in writing.
- 5.7 **Governing Law; Amendment.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida, without regard to its choice of law. Rules and jurisdiction for any claim or cause of action shall lie only in Lake County, Florida. This Agreement, including any Service Schedule(s) and Customer Order(s) executed hereunder, constitutes the entire and final agreement and understanding between the Parties with respect to the Service and supersedes all prior agreements relating to the Service. This Agreement may only be modified or supplemented by an instrument executed by an authorized representative of each Party. No failure by either Party to enforce any right(s) hereunder shall constitute a waiver of such right(s).
- 5.8 **Relationship and Counterparts.** The relationship between the Parties is not that of partners, agents, or joint venturers. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one instrument.
- 5.9 **Attorneys' Fees.** In the event litigation is required by either Party to enforce the terms of this Agreement, the prevailing Party of such action shall, in addition to all other relief granted or awarded by the court, be entitled to judgment for reasonable attorney's fees, incurred by reason of such action and all costs of arbitration or suit and those incurred in preparation thereof at both the trial and appellate levels, and in bankruptcy proceedings.
- 5.10 **Order of Precedence.** In the event of any conflict between this Agreement and the terms and conditions of any Service Schedule and/or Customer Order, the order of precedence is as follows: (1) any Customer Order signed by Customer and accepted by City, 2) any Service Schedule attached either hereto or to any Customer Order signed by Customer and accepted by City, and (3) this Agreement.
- 5.11 **Term.** This Agreement shall become effective upon its execution by both Customer and City and shall continue in force for as long as any Service Schedule or Customer Order entered into under this Agreement remains in force. This Agreement shall terminate one-hundred, eighty (180) days after all Service Schedules and Customer Orders enter into under this Agreement terminate.

- 5.12 **Severability.** If a court of competent jurisdiction finds or holds any part of this Agreement or any Service Schedule or any Customer Order entered into under this Agreement to be unenforceable, then only the unenforceable provision or section shall be affected and the remaining portions of this Agreement or any Service Schedule or any Customer Order entered into under this Agreement shall continue in full force and effect.
- 5.13 **Entire Agreement.** This Agreement, including any Service Schedule(s) and Customer Order(s) executed hereunder, constitutes the entire and final agreement and understanding between the Parties with respect to the Service and supersedes all prior agreements, understandings, proposals, or representations relating to the Service, which are of no further force or effect. The Service Schedules attached hereto are listed below:

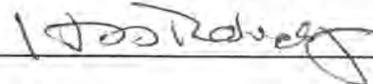
- **SERVICE SCHEDULE, Point-to-Point Ethernet Circuit, Issue 7 – February 24, 2016**

and are integral parts hereof and are hereby made a part of this Agreement.

CITY OF LEESBURG, FLORIDA ("City")

RO-MAC LUMBER & SUPPLY, INC. ("Customer")

By _____

By 

Name _____

Name **H. D. Robuck, Jr.**

Title _____

Title **President**

Date _____

Date **08/26/16**

ATTESTED:

(signed)

Its City Clerk

APPROVED AS TO FORM AND CONTENT:

(signed)

Its City Attorney



COMMUNICATIONS UTILITY

SERVICE SCHEDULE Point-to-Point Ethernet Circuit

Issue 7 – February 24, 2016
Page 1 of 1

This leased service is an Ethernet circuit with a Line Rate and Customer Bandwidth as stated in the applicable Customer Order. Customer Bandwidth includes various overheads such as packet headers and protocol-dependent elements, all of which result in actual payload throughput being less than the stated Customer Bandwidth.

Customer's traffic is transported on City's network using either IEEE 802.1Q or IEEE 802.1ad which is also known as IEEE 802.1QinQ and is sometimes informally referred to as "Q-in-Q".

Each of the circuit's endpoints is located on Customer's premises in a climate-controlled environment where 110 VAC electrical power is readily available. The circuit may pass through equipment in City's core network or it may function as a standalone circuit, physically running directly from Circuit Endpoint A to Circuit Endpoint B. The demarcation point at each endpoint is a port on City equipment.

If, other than for Excused Outages, City testing finds the circuit failing to perform at greater than 95% of the Customer Bandwidth stated in the applicable Customer Order, City will credit Customer's account with the amounts indicated. Outages spanning calendar months are considered a single outage and are credited in the month in which the outage ends. "MRC" in the table below refers to Customer's monthly recurring charge.

Outage lasting at least	Outage lasting not more than	Credit
24 continuous hours	47 continuous hours	6% of MRC
48 continuous hours	71 continuous hours	12% of MRC
72 continuous hours	95 continuous hours	18% of MRC
96 continuous hours	120 continuous hours	25% of MRC
120 continuous hours	191 continuous hours	50% of MRC
192 continuous hours	720 continuous hours	100% of MRC

Escalation Schedules

Please visit our website for the most up-to-date escalation list for your technical or commercial concerns:

- <http://www.LeesburgFlorida.gov>
- Government
- Departments
- Communications Utility
- Escalation Lists



AGENDA MEMORANDUM

Item No: 5.C.6.

Meeting Date: September 12, 2016

From: Patrick M. Foster, PE, Electric Director

Subject: Resolution of the City Commission of the City of Leesburg, Florida approving the Compensation for Transferred Facilities to Duke Energy as part of the August 4, 2015 Territorial Agreement

Staff Recommendation:

Staff recommends approval of \$253,950.32 from Duke Energy as compensation for transferred distribution facilities as part of the August 4, 2015 Territorial Agreement.

Analysis:

On March 9, 2015, Duke Energy filed a joint petition with the Florida Public Service Commission (FPSC) to approve the new Territorial Agreement between the City of Leesburg and Duke Energy. The petition was approved by the FPSC via a Consummating Order on August 4, 2015.

As part of the agreement, the City of Leesburg was required to transfer extra-territorial customers to Duke Energy and Duke Energy could elect to purchase from the City of Leesburg the electric distribution facilities in place to serve the customers. These customers are generally located in the SR 470 industrial Park area.

The method of calculating the compensation amount is contained in Section 3.4 of the agreement (see attached copy of Section 3.4).

The City of Leesburg's Electric Department (Service Planning) and Duke Energy's staff calculated the amount using the formula outlined in the section. COL's calculation yielded \$273,112.87 and Duke Energy's yielded \$234,787.77.

The main reason that accounted for the difference in the two calculations was the original value of the facilities as Duke Energy is able to purchase these components at a cost less than COL's due to the volume of components that they purchase on an annual basis. Concrete pole valuations made up the largest factor in this difference.

After much discussion with Duke Energy management and COL's City Manager it was decided to split the difference and seek approval from the City Commission.

Options:

1. Approve the agreed upon amount of \$253,950.32 as compensation for the proposed transferred facilities; or,
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

The City of Leesburg will receive \$253,950.32 for the depreciated electric distribution facilities in the SR 470 area within 60 days of the transfer of customers and Duke Energy's use of the facilities.

Submission Date and Time: 9/12/2016 9:16 AM

Department: <u>Electric</u> Prepared by: <u>Patrick Foster</u> Attachments: Yes <input type="checkbox"/> No <input type="checkbox"/> Advertised: <input type="checkbox"/> Not Required <input checked="" type="checkbox"/> Dates: _____ Attorney Review : Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> _____ Revised 6/10/04	Reviewed by: Dept. Head <u>Patrick Foster</u> Finance Dept. _____ Deputy C.M. _____ Submitted by: City Manager _____	Account No. <u>041-0000-364-0200</u> Project No. _____ WF No. _____ Budget _____ Available _____
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RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA APPROVING THE COMPENSATION FOR TRANSFERRED FACILITIES TO DUKE ENERGY AS PART OF THE TERRITORIAL AGREEMENT BETWEEN THE CITY OF LEESBURG AND DUKE ENERGY; AUTHORIZING EXECUTION OF THE DOCUMENTS REQUIRED TO EFFECTUATE TRANSFER OF THE FACILITIES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Leesburg, Florida, entered into a Territorial Agreement with Duke Energy; and

WHEREAS, that Territorial Agreement provided for the transfer of customers between the two electrical utilities, and for the transferee of the customers to acquire the infrastructure of the transferor serving those customers, at a rate of compensation determined by a formula set forth in the Agreement; and

WHEREAS, the Territorial Agreement received approval from the Florida Public Service Commission on August 4, 2015, and the transfer of customers between the parties will be accomplished in the near future; and

WHEREAS, Duke Energy has elected to acquire from the City the infrastructure serving the customers to be transferred to Duke Energy by the City; and

WHEREAS, the calculations of Duke Energy and the City for the purchase price of the infrastructure, based on the formula in the Territorial Agreement, did not reach the same result, and the parties desire to agree on the amount to be paid by Duke Energy to the City,

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

SECTION I.

The City Commission agrees on a price of \$253,950.32 for the infrastructure to be transferred to Duke Energy, serving customers to be transferred to Duke Energy. Upon receipt of this sum, and the transfer of the customers, the Mayor, City Clerk, and other officers of the City, are authorized and directed to execute and deliver to Duke Energy all documents reasonably necessary to effectuate the transfer of the infrastructure, in accordance with the terms of the Territorial Agreement previously approved.

SECTION II.

This Resolution shall take effect 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 12th day of September, 2016.

THE CITY OF LEESBURG, FLORIDA

BY: _____
JAY HURLEY, Mayor

Attest: _____
J. ANDI PURVIS, City Clerk

Section 3.4: Compensation for Transferred Facilities. In conjunction with the transfer of Extra-Territorial Customers pursuant to Sections 2.3, 3.1 and 3.2 above, the receiving Party may elect to purchase the electric distribution facilities of the transferring Party used exclusively for providing electric service to the Extra-Territorial Customers listed on Exhibit B for an amount based upon the replacement cost (new), less depreciation calculated on a straight line basis over the life of the asset (facility) as determined from the transferring Party's books and records, and the cost to the transferring Party for reintegration of its remaining system to the extent such reintegration costs are reasonably required by sound utility practices. The replacement cost shall be determined by applying a cost escalator such as the Handy Whitman Index or a common engineering cost estimation methodology to the original cost, as long as both Parties apply the same escalation method.

Section 3.4: Time of Payment. All payments from the receiving Party to the transferring Party determined in accordance with this section shall be made in cash within 60 days of the presentation of an invoice from the transferring Party.

Section 3.5: Transfer Instruments. For each transfer made under this Agreement, the transferring Party will make, execute, and deliver to the receiving Party a conveyance, deed or other instrument of transfer, as is

appropriate, in order to convey all rights, titles and interests of the transferring Party in any facilities, rights-of-way, easements, road permits, or other rights to the receiving Party.



AGENDA MEMORANDUM

Item No: 5.C.7.

Meeting Date: September 12, 2016

From: Travis Rima, Recreation Director

Subject: Interlocal agreement between the City of Leesburg and Lake County for the 2016 Wings and Wildflower Festival at Venetian Gardens

Staff Recommendation:

Staff recommends the City Commission approve the interlocal agreement between the City of Leesburg and Lake County.

Analysis:

The 5th annual Wings and Wildflower Festival is scheduled for October 14-16 2016 at Venetian Gardens and the Leesburg Community Building. The Wings and Wildflowers event includes on site vendors, entertainment, educational programming, youth fishing program, along with offsite field trips. The 2015 event welcomed an estimated 5,000 visitors to Leesburg and Venetian Gardens. Historically, Lake County has facilitated all facets of the festival. For the past 9 months The City of Leesburg Recreation Staff has been working closely with Lake County to plan for and facilitate the 2016 Wings and Wildflower Festival. The City of Leesburg Recreation Department is facilitating the onsite festival portion of the event whereas the County is facilitating the speakers and field trips for the event. This interlocal agreement solidifies the parameters in which the event is being operated for 2016.

Options:

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

Fiscal Impact:

None

Submission Date and Time: 9/12/2016 9:16 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 AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF LEESBURG AND LAKE COUNTY FOR THE 2016 WINGS AND WILDFLOWER FESTIVAL AT VENETIAN GARDENS; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorizing an Interlocal agreement between the City of Leesburg and Lake County for the 2016 Wings and Wildflower festival at Venetian Gardens.

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 _____ day of _____ 2016.

Mayor

ATTEST:

City Clerk

INTERLOCAL AGREEMENT
BETWEEN
CITY OF LEESBURG
AND
LAKE COUNTY, FLORIDA
REGARDING THE 5TH ANNUAL WINGS & WILDFLOWERS FESTIVAL
AT VENETIAN GARDENS

THIS INTERLOCAL AGREEMENT (hereinafter referred to as the “Agreement”) is made and entered into between the City of Leesburg (hereinafter referred to as the “City”) and Lake County, Florida, a political subdivision of the State of Florida, (hereinafter referred to as the “County”), through the undersigned authorities.

WHEREAS, Section 163.01, Florida Statutes, known as the “Florida Interlocal Cooperation Act of 1969” authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with each other and to provide services in the most efficient manner possible; and

WHEREAS, the City and County wish to attract visitors to Venetian Gardens for the 5th Annual Wings & Wildflowers Festival (hereinafter referred to as the “Event”); and

WHEREAS, the County possesses the skills and resources needed to develop and execute a successful national birding festival; and

WHEREAS, the City possesses the skills and resources needed to develop and execute a successful community event at the Venetian Gardens complex; and

WHEREAS, in furtherance of this cooperation, the parties to this Agreement desire to share in the provision of resources to host this event; and

WHEREAS, the City owns the Venetian Gardens facility located at 109 E Dixie Ave, Leesburg, FL 34748; and

WHEREAS, the City has agreed to partner with the County to assist with the logistics and set up for the Event, and

WHEREAS, the County has agreed to partner with the City to promote the Event through advertising and marketing, news releases and promotional items; and

WHEREAS, the City and County endeavor to capitalize on and continue to expand the success of the Wings & Wildflowers Festival.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, 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. **County Obligations.**

A. The County shall provide the following in support of the Event:

1. Advertising & marketing for the Event and Event programs.
2. Updates to the web site to promote the Event.
3. Print and display materials for the Event, such as posters, postcards, rack cards, and banners for the designated street assigned areas.
4. T-shirts for City staff members to wear during the Event.
5. Distribute newsletters related to the Event such as exhibitor or sponsor registrations, save the date and keynote speaker announcements.
6. Coordinate Event volunteers to assist with parking, program classes, field trips and selling of merchandise.
7. Provide reimbursement for each sponsor requiring an exhibitor table in the amount of \$100.00 for for-profit sponsors and \$25.00 for non-profit sponsors (First five (5) sponsors will be complimentary, see "City Obligations").
8. Provide staff and volunteers to assist with setup and cleanup of the park before and after the Event.

3. **City Obligations.**

A. The City shall provide the following in support of the Event:

1. Complimentary use of Venetian Gardens as the host facility and exhibitor area for the Event.
2. Provide set up for the stage and bleachers for programs.
3. Complimentary water and electrical hook ups in the Venetian Gardens park.
4. Emergency response personnel as needed on site or on-call during the Event.
5. Complimentary overnight security for the outside exhibitor area.
6. Complimentary installation of one (1) high speed internet line at the Event.
7. Complimentary waste management services, including a large dumpster and assistance with daily clean up.
8. Five (5) complimentary exhibitor spaces for County-initiated Event sponsors.
9. Waiver of any City permit fees for the Event.

4. **Terms of Agreement.** This Agreement shall become effective upon execution of all the parties and will terminate on October 16, 2016 unless terminated as provided below and payment of all sums due hereunder.

5. **Termination.** This Agreement may be terminated by either party without cause with sixty (60) days' notice to the non-terminating party except that if the County has commended work, such termination shall not affect the completion of that phase of the work nor the payments due for such work.

6. **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

County Manager
Lake County Administration Building
315 West Main Street
Post Office Box 7800
Tavares, FL 32778-7800

CITY

City of Leesburg
Attn: Michael Rankin
Assistant City Manager
501 W. Meadow St.
Leesburg, FL 34748

cc: Lake County Tourism Division
Lake County Administration Building
315 West Main Street, Ste. 520
Post Office Box 7800
Tavares, FL 32778

Notice sent by facsimile transmission shall not be accepted.

7. **Modification.** It is further agreed that no modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

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. **Liability.** The City shall be responsible for any and all claims, damages, liability and court awards including costs, expenses and attorney fees incurred as a result of any action or omission of the City or its officers, employees, and agents in connection with the performance of this Agreement.

The County shall be responsible for any and all claims, damages, liability and court awards including costs, expenses and attorney fees incurred as a result of any action or omission of the County or its officers, employees, and agents in connection with the performance of this Agreement.

Nothing in this Section or any other provision of this Agreement shall be construed as a waiver of the notice requirements, defenses, immunities, and limitations the City or County may

have under Florida law. The provisions of this Section are solely for the benefit of the parties to this Agreement and are not intended to create or grant any rights, contractually or otherwise to any third party.

Nothing herein shall be construed as one party designating or otherwise relinquishing to the other party the responsibility for operation of its respective facility. Each party shall continue to remain responsible for the maintenance and operation of its facility.

10. Insurance. Each party shall secure and maintain during the life of this Agreement or any renewal statutory worker's compensation, liability insurance with limits as set forth in Section 768.28, Florida Statutes, and property loss, casualty or damage coverage sufficient to meet the obligations contained herein. Each party shall retain the option of discharging this obligation by means of a funded self-insurance program.

IN WITNESS THEREOF, the parties hereto have made and executed this agreement on the respective dates under each signature: Lake County, through its Board of County Commissioners, signing by and through its Chairman, and the City of Leesburg by its duly authorized representative.

COUNTY

ATTEST:

LAKE COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

Neil Kelly, Clerk of the
Board of County Commissioners
of Lake County, Florida

Sean M. Parks, Chairman

This ____ day of _____, 2016

Approved as to form and legality.

Melanie Marsh
County Attorney

Interlocal Agreement Between City of Leesburg and Lake County, Florida Regarding the 5th Annual Wings & Wildflowers Festival at Venetian Gardens

CITY OF LEESBURG

Jay Hurley, Mayor

This _____ day of _____, 2016.

ATTEST:

J. Andi Purvis, City Clerk

Approved as to form and legality:

Fred Morrison
City Attorney



AGENDA MEMORANDUM

Item No: 6A.
Meeting Date: September 12, 2016
From: Al Minner, City Manager
Subject: Resolution establishing the final Fire Assessment Fees for FY 16-17

Staff Recommendation:

Approve the attached resolution establishing the final Fire Assessment Fees for FY 16-17.

Analysis:

Last year the City Commission established a Fire Protection Assessment for fire protection services, facilities and programs against Assessed Property located within the City. On June 13, 2016 the City Commission adopted the preliminary Assessment resolution. This resolution finally adopts the rates beginning October 1, 2016. The rates remain unchanged from the prior year. The estimated amount to be collected in Fiscal Year 2016-17 is \$1,185,000 before any buy downs (i.e. Church properties). Below is the Fire Protection Rate Schedule:

Residential Property Use	
Categories	Rate Per Dwelling Unit
Residential	\$58.00

Non-Residential Property Use	
Categories	Rate Per Square Foot
Commercial	\$0.06
Industrial/Warehouse	\$0.01
Institutional	\$0.09
Church	\$0.08

The Fire Protection Assessment Ordinance provides for certain exemptions for the following categories of property:

- a. Homesteaded, owner occupied residential parcels owned by Low Income Persons as defined in the Ordinance;
- b. Mobile Home Park and Recreational Vehicle Park properties, in accordance with an occupancy formula specified in the Ordinance; and
- c. Wholly tax exempt Church property used primarily for religious purposes.

Those seeking an exemption under categories (a) and (b) above must file an annual written application on the form provided by the City, with such information as is required by the Ordinance, no later than May 1 of each year. Failure to file an application by the deadline shall be a complete waiver of the exemption for that Fiscal Year. Any new churches seeking an exemption under

category (c) above must file a written application the first year the exemption is sought, after which the exemption will continue unless there is a change in the use of the property. City administrators shall apply eligibility for an exemption based on the information provided by the applicant.

Both the fire protection service non-ad valorem assessment and the ad valorem taxes will be collected on the ad valorem tax bill mailed each November. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

Options:

1. Approve the attached resolution establishing the final Fire Assessment rates for FY 16-17
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

This resolution will generate up to approximately \$1,000,000 in General Fund Revenue.

Submission Date and Time: 9/12/2016 9:16 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>001-0000-325-2xxx</u> Project No. _____ WF No. _____ Budget _____ Available _____
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RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, RELATING TO THE PROVISION OF FIRE PROTECTION SERVICES, FACILITIES AND PROGRAMS IN THE CITY OF LEESBURG, FLORIDA; IMPOSING FIRE PROTECTION ASSESSMENTS AGAINST ASSESSED PROPERTY LOCATED WITHIN THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016; APPROVING THE RATE OF ASSESSMENT; APPROVING THE ASSESSMENT ROLL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City Commission of Leesburg, Florida (the "City Commission"), has enacted Ordinance No. 2015-10 (the "Ordinance"), which authorizes the imposition of Fire Protection Assessments for fire protection services, facilities, and programs against Assessed Property located within the City;

WHEREAS, the imposition of a Fire Protection Assessment for fire protection services, facilities, and programs each fiscal year is an equitable and efficient method of allocating and apportioning the Fire Protection Assessed Cost among parcels of Assessed Property;

WHEREAS, the City Commission desires to implement a fire protection assessment program in the City using the procedures provided by the Ordinance, including the tax bill collection method for the Fiscal Year beginning on October 1, 2016;

WHEREAS, on April 13, 2015, the City Commission adopted Resolution No. 9580 (the "Initial Assessment Resolution");

WHEREAS, the City Commission, on June 13, 2016, adopted Resolution No. 9812, (the "Preliminary Assessment Resolution");

WHEREAS, the Initial Assessment Resolution contains and references a brief and general description of the fire protection services, facilities, and programs to be provided to Assessed Property; describes the method of apportioning the Fire Protection Assessed Cost to compute the Fire Protection Assessment for fire protection services, facilities, and programs against Assessed Property; estimates rates of assessment; and directs the updating and preparation of the Assessment Roll and provision of the notice required by the Ordinance;

WHEREAS, in order to impose Fire Protection Assessments for the Fiscal Year beginning October 1, 2016, the Ordinance requires the City Commission to adopt a Final Assessment Resolution which establishes the rates of assessment and approves the Assessment Roll for the upcoming Fiscal Year, after hearing comments and objections of all interested parties;

WHEREAS, the Assessment Roll has heretofore been made available for inspection by the public, as required by the Ordinance;

WHEREAS, notice of a public hearing has been published and mailed, as required by the terms of the Ordinance, which provides notice to all interested persons of an opportunity to be heard; an affidavit regarding the form of notice mailed being attached hereto as Appendix A and the proof of publication being attached hereto as Appendix B; and

WHEREAS, a public hearing was scheduled for, and held on, September 12, 2016, and comments and objections of all interested persons have been heard and considered as required by the terms of the Ordinance.

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

SECTION 1. **AUTHORITY.** This resolution is adopted pursuant to Ordinance No. 2015-10; Resolution No. 9580; Article VIII, Section 2, Florida Constitution; Sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law.

SECTION 2. **DEFINITIONS AND INTERPRETATION.** This Resolution constitutes the Final Assessment Resolution as defined in Ordinance No. 2015-10. All capitalized terms in this Resolution shall have the meanings defined in the Ordinance and the Initial Assessment Resolution.

SECTION 3. **IMPOSITION OF FIRE PROTECTION ASSESSMENTS.**

(A) The parcels of Assessed Property described in the Assessment Roll, which is hereby approved, are hereby found to be specially benefited by the provision of the fire protection services, facilities, and programs described or referenced in the Initial Assessment Resolution, in the amount of the Fire Protection Assessment set forth in the Assessment Roll, a copy of which was present or available for inspection at the above referenced public hearing and is incorporated herein by reference. It is hereby ascertained, determined and declared that each parcel of Assessed Property within the City will be specially benefited by the City's provision of fire protection services, facilities, and programs in an amount not less than the Fire Protection Assessment for such parcel, computed in the manner set forth in the Initial Assessment Resolution. Adoption of this Final Assessment Resolution constitutes a legislative determination that all parcels assessed derive a special benefit in a manner consistent with the legislative declarations, determinations and findings as set forth in the Ordinance, the Initial Assessment Resolution, the Preliminary Assessment Resolution, and this Final Assessment Resolution from the fire protection services, facilities, or programs to be provided and a legislative determination that the Fire Protection Assessments are fairly and reasonably apportioned among the properties that receive the special benefit as set forth in the Initial Assessment Resolution.

(B) The method for computing Fire Protection Assessments described and referenced in the Initial Assessment Resolution is hereby approved. The Parcel Apportionment methodology described in Appendix E of the Initial Assessment Resolution and adopted in Section 9 of the Initial Assessment Resolution is hereby approved.

(C) For the Fiscal Year beginning October 1, 2016, the estimated Fire Protection Assessed Cost to be assessed is \$1,223,725.00. The Fire Protection Assessments to be assessed and apportioned among benefited parcels pursuant to the Cost Apportionment and Parcel

Apportionment to generate the estimated Fire Protection Assessed Cost for the Fiscal Year commencing October 1, 2016, are hereby established as follows:

<i>Residential Property Use Categories</i>	<i>Rate Per Dwelling Unit</i>
Residential	\$58.00
<i>Non-Residential Property Use Categories</i>	<i>Rate Per Square Foot</i>
Commercial	\$0.06
Industrial/Warehouse	\$0.01
Institutional	\$0.09
Church	\$0.08

(D) The above rates of assessment are hereby approved. Fire Protection Assessments for fire protection services, facilities, and programs in the amounts set forth in the Assessment Roll, as herein approved, are hereby levied and imposed on all parcels of Assessed Property described in such Assessment Roll for the Fiscal Year beginning October 1, 2016.

(E) Exemptions shall be afforded certain classifications of property as provided in Section 10-45 of the Ordinance. All property not specifically exempted, in whole or in part, shall be liable for payment of Fire Protection Assessments.

(F) As authorized in Section 10-46 of the Ordinance, interim Fire Protection Assessments are also levied and imposed against all property for which a Certificate of Occupancy is issued after adoption of this Final Assessment Resolution based upon the rates of assessment approved herein.

(G) Any shortfall in the expected Fire Protection Assessment proceeds due to any reduction or exemption from payment of the Fire Protection Assessments required by law, or authorized by Section 10-45 of the Ordinance, shall be supplemented by any legally available funds, or combinations of such funds, and shall not be paid for by proceeds or funds derived from the Fire Protection Assessments.

(H) Fire Protection Assessments shall constitute a lien upon the Assessed Property so assessed equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid.

(I) The Assessment Roll, as herein approved, together with the correction of any errors or omissions as provided for in Ordinance 2015-10, shall be delivered to the Tax Collector for collection using the tax bill collection method in the manner prescribed by the Ordinance. The Assessment Roll, as delivered to the Tax Collector, shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix C.

SECTION 4. **CONFIRMATION OF PRIOR RESOLUTIONS.** The Initial Assessment Resolution is hereby ratified and confirmed. The Preliminary Assessment Resolution is likewise hereby ratified and confirmed.

SECTION 5. **EFFECT OF ADOPTION OF RESOLUTION.** The adoption of this Final Assessment Resolution shall be the final adjudication of the issues presented (including, but not limited to, the determination of special benefit and fair apportionment to the Assessed Property, the method of apportionment and assessment, the rate of assessment, the Assessment Roll and the levy and lien of the Fire Protection Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of this Final Assessment Resolution.

SECTION 6. **SEVERABILITY.** If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way effecting the validity of the other provisions of this Resolution.

SECTION 7. **EFFECTIVE DATE.** This Final Assessment Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED at the regular meeting of the Leesburg City Commission, held on the _____ day of September, 2016.

THE CITY OF LEESBURG, FLORIDA

BY: _____
JAY HURLEY, Mayor

Attest: _____
J. ANDI PURVIS, City Clerk



AGENDA MEMORANDUM

Item No: 6B.
Meeting Date: September 12, 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: 9/12/2016 9:16 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: 6C.

Meeting Date: September 12, 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: 9/12/2016 9:16 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: 6D.

Meeting Date: September 12, 2016

From: Dan Miller, Planning and Zoning Manager

Subject: Ordinance amending the existing PUD (Planned Unit Development) zoning of Phase III of the Arlington Ridge subdivision, generally located south and west of the intersection of U.S. 27 and C.R. 48, to provide for reduced rear yard setbacks from 18 ft. to 10 ft. for lots abutting open space, non-developable property, golf courses etc. (Arlington Ridge)

Staff Recommendation

The Planning staff and the Planning Commission recommend approval of the proposed zoning amendment for Phase III of the existing PUD (Planned Unit Development) zoning to allow for reduced rear yard setbacks from 18 ft. to 10 ft. for lots abutting open space, non-developable property, golf courses etc.

Analysis

The developer, Florida Leisure Communities, has noticed market changes during the past 2-3 years, as buyers have been requesting slightly larger homes. This often has to do with a request for an additional garage door or an extended garage area to allow additional storage space for a golf cart. Staff has noticed this trend toward larger homes in retirement communities as well. This request does not create a detriment to surrounding properties. A previous request for this setback was approved in 2014 in earlier phases of Arlington Ridge, and has been successful.

The present zoning for this property is City PUD (Planned Unit Development). Currently, the property is a mixed use single family subdivision with existing single family homes, townhomes and undeveloped future phases.

By a vote of 7 to 0 on August 18, 2016, the Planning Commission voted to recommend approval of this request.

Options

1. Approve the proposed amended PUD (Planned Unit Development) with attachments A-G.
2. Other such action as the Commission may deem appropriate.

Fiscal Impact

There will be a positive fiscal impact to the City through the continued development of this subdivision.

Submission Date and Time: 9/12/2016 9:16 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. _____ MWR Submitted by: City Manager _____	Account No. _____ Project No. _____ WF No. _____ Budget _____ Available _____
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ORDINANCE NO. _____

ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, AMENDING THE EXISTING PUD (PLANNED UNIT DEVELOPMENT) ZONING OF APPROXIMATELY 77 +/- ACRES CONSISTING OF PHASE III OF THE ARLINGTON RIDGE SUBDIVISION, TO ALLOW REDUCED REAR YARD SETBACKS, FOR LOTS ABUTTING OPEN SPACE, NON-DEVELOPABLE PROPERTY, GOLF COURSES ETC., ON PROPERTY GENERALLY LOCATED ON THE WEST SIDE OF U.S. HIGHWAY 27, SOUTH OF THE INTERSECTION OF U.S. HIGHWAY 27 AND COUNTY ROAD 48, AS LEGALLY DESCRIBED IN SECTIONS 22 AND 23, TOWNSHIP 20, RANGE 24, LAKE COUNTY, FLORIDA, SUBJECT TO CONDITIONS CONTAINED IN EXHIBIT A; AND PROVIDING AN EFFECTIVE DATE. (Arlington Ridge Phase III)

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

Section 1.

Based upon the petition of CB Arlington Ridge Landco, LLC or assigns, the owner of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby granted to provide for reduced rear yard setbacks from 18 ft. to 10 ft. for lots abutting open space, non-developable property, golf courses etc. subject to conditions contained in Exhibit A to-wit:

LEGAL DESCRIPTION
See attached Legal Description Exhibit B

Section 2.

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

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the _____ day of _____, 2016.

THE CITY OF LEESBURG

By: _____
Mayor Jay Hurley

ATTEST:

J. Andi Purvis, City Clerk

**ARLINGTON RIDGE LLC
REZONING TO PUD (PLANNED UNIT DEVELOPMENT)
PLANNED DEVELOPMENT CONDITIONS FEBRUARY 21, 2008
REVISED MARCH 20, 2014
REVISED JULY 21, 2016
(Amended October 13, 2003 by Ordinance #03-94)
(Amended May 27, 2014 by Ordinance #14-17)**

This Planned Development Conditions for a PUD (Planned Unit Development) District is granted by the City of Leesburg Planning Commission, Lake County, Florida to Arlington Ridge LLC "Permittee" for the purposes and subject to the terms and conditions as set forth herein pursuant to authority contained in Chapter 25 Zoning, Section 25-278 Planned Developments of the City of Leesburg Code of Ordinances, as amended and as set forth in the STIPULATED SETTLEMENT AGREEMENT dated November 13, 2000.

BACKGROUND: The "Permittee" is desirous of obtaining a PUD (Planned Unit Development) zoning district to allow construction of a proposed single-family mixed use residential development consisting of a maximum of 1,196 of dwelling units, on a 500+/- acre site within the City of Leesburg in accordance with their PUD application and supplemental information.

1. PERMISSION is hereby granted to construct, operate, and maintain a Planned Development in and on real property in the City of Leesburg. The property is more particularly described as follows:

LEGAL DESCRIPTION:
See attached legal Exhibit B.

2. GENERAL

- A. A combination of wall, fencing and/or landscaped berms may be developed along the project's U.S. 27 frontage. Entrance monument signs identifying the project shall be located on each side of the entranceway. The maximum area of the entrance monument signs shall be 175 square feet each for a total of 350 square feet. An existing billboard with sign faces of 467 sq. ft. located along U.S. 27 on the site may be used for a temporary project sign. The size of the existing, permitted billboard sign shall not increase, nor its location change. The duration of approval for the temporary project development billboard sign shall be eight (8) years or upon receiving certificates of occupancy for 95% of the residential units, whichever occurs first. At the end of this period the referenced sign shall be removed.
- B. Temporary Sales Center
A temporary modular sales center shall be permitted to be located within the limits of parcel D, as shown on the PUD Master Plan, attached as Exhibit B dated 7/31/02, as amended per this permit.

C. Model Center

A model center may be constructed within each development parcel. Each model center may consist of up to six (6) units.

3. LAND USE

The above-described property, containing 500+/- acres, shall be used for a single family development and golf course community with associated uses pursuant to City of Leesburg development codes and standards.

The following is the Land Use Summary proposed for this Development:

LAND USE	ACREAGE
Residential	234.80±
Golf	178.36±
Club House	11.06±
Driving Range	9.30±
Maintenance & Landscape	7.14±
Recreational Vehicle Storage	3.22±
Wetlands	TBD
PUD Buffer	3.82±
Main Entrance Road	11.08±
Open Space	150±
Conservation Easement 1	TBD
Conservation Easement 2	TBD

A. Residential Development

1. The project shall contain a maximum of 1,196 dwelling units, on a total of 500+/- acres at a gross density not to exceed 2.39 units per acre as referenced.
2. The minimum lot size shall be as shown on the approved conceptual P.U.D. Master Plan dated 7/31/02, as amended per this permit.
3. Minimum lot width and depth shall be as shown on the approved conceptual P.U.D. Master Plan dated 7/31/02, as amended per this permit. The mix of the lots shall not exceed the total number of approved dwelling units and density as described in this section. City staff as part of the preliminary plat approval process shall approve final lot sizes.
4. Residential dwelling units in Phase H shall have a minimum lot area of 7,000 square feet with a minimum lot width of 70 feet contiguous to the Plantation Planned Unit Development that is situated adjacent to the southeastern boundary of the proposed project in order to be compatible (equal to or greater than) in lot size, building and utilization as the adjacent residential units in the Plantation Planned Unit Development.
5. The following minimum yard setbacks shall be maintained:
Front setback – 20 feet;

Rear setback – (18) feet for all lots, including those meeting criteria per Exhibit D; Except for lots listed in Exhibit E, which may have a (10) foot setback. (See Map Exhibit F for referenced lots)

Lots in Phase III, shown in Exhibit G, shall have the following minimum rear yard setbacks:

Interior Lots (abutting other lots): 15-feet

Lots abutting platted open space: 10-feet

Side setbacks - minimum 0 feet for units with common walls and 5 on each side for other units.

Minimum distance between structures shall be 10 feet; measured from building wall to building wall and the roof overhang shall not exceed 40 percent of the distance between the building wall and the property line.

6. Corner lots shall have a minimum side yard setback of 15 feet from the right-of-way.
 7. Accessory structures shall have a minimum rear and side setback of 5 feet and shall not occupy more than 30 percent of the rear yard setback.
 8. An attached screened or pool enclosure must maintain a minimum setback of five (5) feet from the rear property line.
 9. Net impervious surface coverage for residential uses shall not exceed 70 percent with an overall impervious surface coverage for the development of 40 percent or as per the code.
 10. Permitted Uses:
 - a. Single-family dwellings (attached and detached);
 - b. Two-family dwellings;
 - c. Triplexes;
 - d. Accessory structures;
 - e. Temporary modular sales center.
- B. Recreational and Community Development
1. Recreational and community development shall primarily serve the residences of the development including active and passive uses, and consist of a minimum of approximately 199.26+/- acres of the project. Recreational development shall meet the requirements of the City of Leesburg Code (as amended) and adopted Growth Management Plan (as amended).
 2. Each phase of the Planned Unit Development shall have available accessibility to a recreational facility.
 3. A golf course shall be constructed within Phase One in accordance with the PUD Master Plan attached hereto and incorporated by reference as Exhibit B. The golf course shall include 18 holes, a golf shop, driving range and practice facility, and a cart storage and maintenance facility. Development of the referenced golf course shall meet all regulations and requirements of the city in

effect at the time of commencement of construction.

4. A community clubhouse shall be developed in the Phase One of the project. Uses within the clubhouse may include:
 - a. Restaurant facilities with bar;
 - b. Retail banking office;
 - c. Community administrative offices;
 - d. Housing sales office;
 - e. Barber and beauty shops;
 - f. Travel agency;
 - g. Insurance agency;
 - h. Investment office;
 - i. Art and craft rooms;
 - j. Activity rooms;
 - k. Library;
 - l. Computer rooms;
 - m. Banquet and entertainment facilities;
 - n. A fitness and wellness center;
 - o. Other uses, including active and passive recreational uses, serving the project residents.
 5. Recreational facilities may be located throughout the project. These may include:
 - a. Swimming pools;
 - b. Shuffleboard courts;
 - c. Tennis courts;
 - d. Bocce courts;
 - e. Picnic areas;
 - f. Baseball diamonds;
 - g. Basketball courts;
 - h. Fitness and endurance trails;
 - i. Walking paths;
 - j. Overlooks;
 - k. Docks (except along the Palatka River);
 - l. Other active and passive recreational uses consistent with permitted uses.
 6. Construction facilities, including but not limited to material and equipment storage areas and construction offices, shall be permitted to be located within the designated Nursery & Maintenance Construction Operation Area, as shown on the PUD Master Plan, attached as Exhibit B dated 7/31/02, as amended per this permit..
 7. Recreational vehicle (RV) and boat storage shall be limited to the paved area designated on the proposed Master Plan and shall not exceed 4.0 acres. The area shall be appropriately buffered in accordance with the City of Leesburg Code. This area shall only be for use by community residents.
- C. Open Space, Common Areas and Buffer Areas

1. A minimum of 30 percent of the total project site shall be open space. Golf Course acreage, conservation areas & buffers shall be included as open space in determining whether this condition has been satisfied.
2. A conservation easement shall be established in accordance with the requirements of Ordinance No. 01-11 and the requirements of the Department of Environmental Protection and the St. Johns River Water Management District, including a buffer from the edge of the Palatlakaha River with a minimum width of 30 feet and an average width of 50 feet. The conservation easement shall be established when the plat for the initial phase of the community is recorded. The conservation easement shall be identified on the plat or in the associated Declaration of Covenants and Restrictions. The conservation easement areas shall also contain those wetland areas as required by the Department of Environmental Protection and/or the St. Johns River Water Management District. Wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, St. Johns River Water Management District or another legal entity such as a homeowners association. The conservation easement shall require that the wetlands be maintained in their natural and unaltered state. Wetlands shall not be included as a part of any platted lot, other than a lot platted as a common area, which shall be dedicated to St. Johns River Water Management District or another legal entity such as a homeowners association for ownership and maintenance.
3. A minimum natural vegetated 30' buffer or a 25' buffer with a solid screening to include a six (6) foot earthen berm or solid fence shall be provided between the property boundary and the residential areas within the project. A minimum landscape buffer of 10 feet shall be placed along U.S. Highway 27. All buffers shall be shown on the PUD Master Plan, attached as Exhibit B dated 7/31/02, as amended per this permit.
4. An upland buffer shall be placed along the Palatlakaha River which shall be an average of 50 feet based on a five-foot (5') interval or as required by the Department of Environmental Protection, St. Johns River Water Management District and/or U.S. Army Corp of Engineers, whichever is more restrictive. Under no circumstances shall the minimum buffer width be less than 30 feet.
5. All wetlands on the project site shall be identified and the location and extent of each wetland shall be determined by the Department of Environmental Protection, St. Johns River Water Management District and/or U.S. Army Corp of Engineers. Each wetland shall be placed on a suitable map, signed and sealed by a surveyor registered to practice in Florida and shall be submitted as part of the preliminary plat application.
6. Buildings or structures shall be a minimum of 50 feet from the mean annual high water line or the wetland jurisdiction boundary, whichever is more restrictive.
7. Wetlands shall have a minimum upland buffer of 25 feet or the upland buffer established by the Department of Environmental Protection, St. Johns River Water Management District and/or U.S. Army Corp of Engineers; whichever is more

restrictive. All upland buffers shall be naturally vegetated and upland buffers that are devoid of natural vegetation shall be re-planted with native vegetation or as required by St. Johns River Water Management District and/or U.S. Army Corp of Engineers.

8. Land uses allowed within the upland buffers are limited to overlooks, hiking trails, walkways, passive recreation activities and stormwater facilities as permitted by St. Johns River Water Management District.
9. If wetland alteration is permitted by the Department of Environmental Protection, St. Johns River Water Management District and/or U.S. Army Corp of Engineers, wetland mitigation shall be required in accordance with permit approvals from the Department of Environmental Protection, St. Johns River Water Management District or U.S. Army Corp of Engineers, whichever is more restrictive.
10. A wildlife management plan for the project site shall be prepared based on the results of the environmental permit approvals obtained from applicable governmental agencies. The wildlife management plan shall be submitted to the City as part of the preliminary plat application. The Permittee shall designate a responsible legal entity that shall implement and maintain the wildlife management plan.

D. Development Phasing

1. The proposed project shall be constructed in up to four main phases in accordance with the Planned Unit Development Application and supplemental information. Any phase may be sub-phased, however, each phase of the Planned Unit Development shall have available accessibility to the recreational facilities and the Golf Course shall be constructed in Phase One. A Master Plan (attached as part of the application) has been submitted to the City and shall be amended based on the conditions of development as described in the Conditional Use Permit. An amended Master Plan shall be submitted to and approved by City staff prior to preliminary plan approval. Changes to the Master Plan, other than those conditions described in the Conditional Use Permit, shall be revised in accordance with the Conditional Use Permit review process.
2. Construction of the Planned Unit Development shall substantially commence within 18 months of approval or the Conditional Use Permit shall expire. In the event, such use has commenced, but for any purpose ceases for a period of 12 months, then this permit shall become null and void.

4. STORMWATER MANAGEMENT / UTILITIES

Prior to receiving final development approval, the permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Water, wastewater, reuse water, and natural gas services will be provided by the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the permittee shall provide:

- A. A detailed site plan that demonstrates no unpermitted direct discharge of stormwater runoff generated by the development into any natural surface waters or onto adjacent properties.

- B. A stormwater management system designed and permitted to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.
- C. A responsible legal entity for the maintenance of the stormwater management system on the plat prior to the approval of the final plat of record. A homeowners association or Community Development District is an acceptable maintenance entity.
- D. The 100-year flood plain and wetlands jurisdictional line shall be shown on the appropriate plans.
- E. A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District.
- F. A detailed site plan that indicates all the provisions for underground electric, reuse lines, water, sewer and/or natural gas in accordance with the City of Leesburg land development regulations.

5. TRANSPORTATION IMPROVEMENTS

- A. All transportation improvements shall be based on a current traffic analysis and shall be contingent upon site plan approval by City staff during the development review and permitting process.
- B. Vehicular access to the project site shall be provided by one primary access point on south U.S. 27 and with a paved secondary access to Haywood-Worm Farm Road to the north to be depicted on the referenced Exhibit B (approved conceptual P.U.D .Master Plan dated 7/31/02), as amended per this permit. A guardhouse shall be located at the U.S. 27 entrance to control access to the project. Each lot within development parcels F, I and N, as shown on the PUD Master Plan, shall be provided with paved off-street parking for two vehicles in addition to any enclosed garage.
- C. The Permittee shall provide all necessary improvements / signalization within and adjacent to the development on south U.S.27 as required by a traffic study for the project. Required improvements shall be reviewed and approved by Florida Department of Transportation, Lake County and City of Leesburg prior to construction. Upon receiving certificates of occupancy for 75% of the residential units, the developer shall be required to review the need for a traffic signal at the intersection of the proposed project entrance on U.S. 27. Should the review indicate the need for the referenced signal, the City shall require the Permittee to pay a pro-rata share of the cost of the signal(s) based on division of the trip generation distributions for uses resulting in the need for the referenced signal(s).
- D. All roads within the development shall be designed and constructed to meet the City of Leesburg requirements and shall be privately owned and maintained by the developer and/or the community homeowners' association (HOA). A note shall be placed on the plat that the roads are private and will be maintained by the property owners (HOA) or Community Development District and not the City of Leesburg.
- E. Internal road rights-of-ways shall be of sufficient width to contain the required sidewalks on one side of all roads and golf cart lanes where required. Sidewalks shall be a minimum of five feet along the primary entrance road and shall be a minimum of four feet along the residential loop road. All sidewalks shall be constructed in accordance with City of

Leesburg Code. As an alternate(s) to the code requirement for sidewalks along both sides of roads, a paved golf cart lane shall be provided by the developer and shown on the Master Plan that is incorporated into the design of the primary entrance road. In addition, access from all phases of the project to the recreation areas, community club house and adjacent proposed commercial area to the immediate north of the project, shall be provided by a paved golf cart path. A homeowners association (HOA) or Community Development District is an acceptable maintenance entity for the referenced improvements. City staff may approve or disapprove the alternative based on the Permittee demonstrating that the alternative meets the same objectives as the placement of sidewalks along the primary road.

- F. The Permittee shall be responsible for obtaining all necessary FDOT permits and a copy of all permits shall be provided to the City of Leesburg prior to preliminary plat approval.
- G. Should the Permittee desire to dedicate the proposed project's internal road system to the City of Leesburg; the City, at its discretion, may accept or not accept the road system. Should the city decide to accept the referenced road system, the guard house will be required to be removed and access to the development by the public will not be restricted. Prior to acceptance, the Permittee shall demonstrate to the City the road system is in suitable condition and meets City of Leesburg and FDOT requirements.

6. UTILITIES

Utilities exist in the U.S. 27 right-of-way and shall be extended throughout the proposed development. Appropriate utility easements shall be granted to utility providers on the recorded subdivision plat.

- A. The City of Leesburg will provide sufficient water supply and fire flows to accommodate this development.
- B. The City of Leesburg will provide sufficient utility capacity to service this development.
- C. Florida Power Corporation and/or Sumter Electric will provide electric service to this development.
- D. Sprint or other carrier will provide telecommunications service to this development.
- E. The community shall have a cable telecommunications system (the "System") to deliver local and satellite programming, and other types of pay television and audio programming including high-speed data services. The System shall be owned by the Developer or third party under arrangement approved by the Developer.

7. ADDITIONAL STORMWATER CONDITIONS

- A. The appropriate documentation that the flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100 year flood plain is altered and /or a new 100 year flood elevation is established in reference to the applicable flood insurance rate map.

- B. Should the Permittee desire to dedicate the proposed project's stormwater management system to the City of Leesburg; the City, at its discretion, may accept or not accept the stormwater management system. Prior to acceptance, the Permittee shall demonstrate to the City the stormwater management system is in a suitable condition and meets City of Leesburg and St. Johns River Water Management District requirements.

8. VARIANCE REQUESTS AND APPROVALS

- A. Request: a variance to On-Site Signs: Sec 3-77(4)a to the maximum area of a Sign Advertising Development to allow a maximum of two (2) entrance monument signs on U.S. Highway 27 with a maximum sign area of 175 square feet each (50 square feet permitted), for a maximum sign area of 350 square feet. Approval for an existing billboard sign to be used as a temporary project sign to be located along the U.S. 27 road frontage is also requested. The size of the existing, permitted billboard sign shall not increase, nor its location change. The duration of approval for the temporary project development billboard sign shall 8 years or 95% occupancy of the development, whichever occurs first. At the end of this period the referenced sign shall be removed.

Approval: The Planning & Zoning Division recommends approval of the variance to increase the sign area to a maximum of 350 square feet, with the following condition:

1. City staff shall review and approve the two PUD identification sign up to 350 square feet if they comply with the design and character of the total design concept of the development. A single theme will be developed so that the project will maintain a consistent design theme for all land uses approved.

Approval: The Planning & Zoning Division recommends approval of the variance use of the existing billboard sign for a temporary project development billboard sign, with the following condition:

1. The size of the existing, permitted billboard sign shall not increase, nor its location change. It shall incorporate the design and character of the total design concept of the development. The duration of approval for the temporary project development billboard sign shall 8 years or 95% occupancy of the development, whichever occurs first. At the end of this period the referenced sign shall be removed.

- B. Request: a variance to Sect 19-49(b) to amend the maximum block length from 700 feet to 1,320 per approved Planned Unit Development. The request provides flexibility in the design of the internal roads to minimize the impacts to wetlands.

Approval: The Planning and Zoning Division recommends approval of the variance to increase the block length from 700 feet to a maximum of 1,320 feet. Final approval or disapproval to increase the block length beyond 700 feet shall be determined on a case by case basis as determined by the Community Development Department during the preliminary plat review process.

- C. Request: a variance to allow the construction and temporary use of no more than six (6) septic tanks to serve the model center, temporary construction trailers and golf course comfort stations until central facilities are available. Use of the septic tanks are not to exceed 1 year from the date of obtaining the permits for septic tank construction and use.

Approval: The Planning and Zoning Division recommends approval of the variance to allow the construction and temporary use of no more than six (6) septic tanks to serve the model center, temporary construction trailers and golf course comfort stations until central sewer facilities area available with the following conditions:

1. Use of the septic tanks shall cease when central sewer is available within five (500) feet hundred feet of the referenced structures and the referenced structures shall be connected to the central sewer in accordance with all required codes for removal of septic systems and sewer connections.

- D. Request: a variance to Sect 25-4. Setbacks to allow the measurement of required setbacks to be from wall to wall instead of from overhang of the structures per approved Planned Unit Development. The request provides flexibility in the design of the structures to maximize the placement of units and decrease the impacts to wetlands.

Approval: The Planning and Zoning Division recommends approval of the variance to allow the measurement of required setbacks to be from wall to wall instead of from overhang of the structures per approved Planned Unit Development.

- E. Request: a variance to Sect 18-106(D)(1). Sidewalks to allow four (4) foot sidewalks where the code requires five (5) feet and to allow sidewalks on one side of the street where the code requires them on both sides of the street.

Approval: The Planning and Zoning Division recommends approval of the variance to allow four (4) foot sidewalks where the code requires five (5) feet and to allow sidewalks on one side of the street where the code requires them on both sides of the street. . As an alternate(s) to the code requirement for sidewalks along both sides of roads, a paved golf cart lane shall be provided by the developer and shown on the Master Plan that is incorporated into the design of the primary entrance road. In addition, access from all phases of the project to the recreation areas, community club house and adjacent proposed commercial area to the immediate north of the project, shall be provided by a paved golf cart path. City staff may approve or disapprove the alternative based on the Permittee demonstrating that the alternative meets the same objectives as the placement of sidewalks along the primary road.

- F. Request: a variance to Sec. 19-46(d) Horizontal Curves of the Subdivision Code to amend the requirement for the center line radius or curvature of not less than one hundred (100) feet to fifty (50) feet.

Approval: The Planning and Zoning Division recommends approval of the variance to reduce the center line radius or curvature from one hundred (100) feet to fifty (50) feet on local internal streets only where traffic speeds limits are lower. Final approval or disapproval to reduce the center line radius or curvature shall be determined on a case by case basis after review by the City Engineer and approval by the Community Development Department. (Amended 12-04-03)

- G. Request: a variance to NFPA 1141, Chapter 4-2.2 which requires 120 feet of right-of-way and 80 feet of pavement to 100 feet of right-of-way and 70 feet of pavement for cul-de-sacs.

Approval: The Planning and Zoning Division recommends approval of the variance to reduce the required 120 feet of travel way for dead end roadways of more than 300 feet to 70 feet of pavement for cul-de-sacs where Miami curbs are used and a stabilized travel way of 100 feet is provided. Final approval or disapproval to reduce the pavement and right-of-way shall be determined on a case by case basis after review by the City Engineer and approval by the Community Development Department. (Amended 12-04-03)

- H. Request: a variance for reduced setbacks and building separations for lots which have been issued building permits and started construction prior to February 21, 2008 to reflect the actual measurements as shown on surveys to correct field errors. The variances shall reflect the minimum reduction necessary per the referenced surveys.

Approval: The Planning and Zoning Division recommends approval of the variance for reduced setbacks and building separations for lots which have been issued building permits and started construction prior to February 21, 2008 to reflect the actual measurements as shown on surveys to correct field errors. The variances shall reflect the minimum reduction necessary per the referenced surveys.

- I. A time limit of eighteen (18) months shall be required to initiate variances.

9. MISCELLANEOUS CONDITIONS

- A. The uses of the proposed project shall only be those uses identified in the approved Conditional Use Permit. Any other proposed use must be specifically authorized by the Planning and Zoning Commission in accordance with the Conditional Use Permit review process.
- B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Code.
- C. Construction and operation of the proposed use(s) shall at all times comply with City and other governmental agencies rules and regulations.
- D. The transfer of ownership or lease of any or all of the property described in this Conditional Use Permit shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established by this permit and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Code, as amended.
- E. This Conditional Use Permit shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition herein set out.
- F. A time limit of eighteen (18) months shall be required to initiate the conditional use.

G. Spatial requirements set forth herein shall be deemed satisfied provided as-built measurement does not deviate from such requirement by more than five percent.

10. COMMUNITY DEVELOPMENT DISTRICT CONDITIONS (Adopted October 13,2003)

A. This PUD Agreement is hereby amended to be consistent with the authority granted to the CDD by law, its charter, and the City Ordinance # 03-94 creating the CDD.

EXHIBIT B

ARLINGTON RIDGE LLC LEGAL DESCRIPTION:

The S.W. 1/4 of the S.E. 1/4 of Section 14, Township 20 South, Range 24 East, Less the North 100 feet, and less the East 600 feet of the North 825 feet.

AND: The S.E. 1/4 of the S.W. 1/4 of said Section 14, less the North 100 feet.

AND: That part of the North 1/2 of the N.E. 1/4 of Section 23, Township 20 South, Range 24 East, lying South and West of U.S. Highway No. 27, LESS that part thereof lying South of Palatlahaha River; ALSO LESS AND EXCEPT that part of the following property lying northerly of the Palatlahaha River: Commencing at the East 1/4 corner of Section 23, Township 20 South, Range 24 East, run thence N.00°10'27"W., 1227.65 feet; thence S.23°54'33"W. 96.83 feet; thence S.83°57'38"W., 1029.96 feet to the Point of Beginning. From said Point of Beginning run N.14°47'38"E., 198.61 feet; thence N.54°39'17"W. 380.00 feet; thence S.89°12'43"W. 211.04 feet; thence S.32°04'57"E. 222.68 feet; thence S.35°20'43"W. 50.00 feet; thence S.54°39'17"E. 200.00 feet; thence N.35°20'43"E. 50.00 feet; thence S.54°39'17" E., 187.45 feet; thence N.83°57'38"E. 36.11 feet to the Point of Beginning. ALSO LESS AND EXCEPT THE FOLLOWING PROPERTY: Commencing at the Northeast corner of Section 23, Township 20 South, Range 24 East, run thence West along the North line of said section to the western right-of-way line of U.S. Highway 27 to the Point of Beginning. From said Point of Beginning continue southeasterly along said right-of-way 800.00 feet; run thence N.89°55'09"W. 350.00 feet; thence N.35°13'08"W. to the said North line of Section 23, thence S.89°55'09"E. to the said right-of-way line and Point of Beginning.

AND: That part of the South 1/2 of the N.E. 1/4 of said Section 23 lying North of Palatlahaha River, LESS AND EXCEPT that part of the following property lying northerly of the Palatlahaha River: Commencing at the East 1/4 corner of Section 23, Township 20 South, Range 24 East, run thence N.00°10'27"W. 1227.65 feet; thence S.23°54'33"W. 96.83 feet; thence S.83°57'38"W. 1029.96 feet to the Point of Beginning. From said Point of Beginning run N.14°47'38" E. 198.61 feet; thence N.54°39'17"W. 380.00 feet; thence S.89°12'43"W. 211.04 feet; thence S.32°04'57"E. 222.68 feet; thence S.35°20'43"W. 50.00 feet; thence S.54°39'17"E. 200.00 feet; thence N.35°20'43"E. 50.00 feet; thence S.54°39'17"E. 187.47 feet; thence N.83°57'38"E. 36.11 feet to the Point of Beginning.

AND: That part of the South 3/4 of the West 1/2 of said Section 23, lying West of Palatlahaha River.

AND: The N.E. 1/4 of the N.W. 1/4 of said Section 23.

AND: The South 1/2 of the N.W. 1/4 of the N.W. 1/4 of said Section 23, LESS the N.W. 1/4 thereof.

AND: The South 1/2 of the S/E/ 1/4 of the N.E. 1/4 of the N.E. 1/4 of Section 22, Township 20 South, Range 24 East.

AND: The S.E. 1/4 of the N.E. 1/4 of said Section 22.

AND: The N.E. 1/4 of the S.E. 1/4 of said Section 22.

AND: The South 1/2 of the S.W. 1/4 of the N.E. 1/4 of the N.E. 1/4 of said Section 22.

AND: That part of the S.W. 1/4 of the N.W. 1/4 of Section 24, Township 20 South, Range 24 East, lying North and West of the Palatlahaha River and West of U.S. Highway No. 27.

AND: The South 1/2 of the S.E. 1/4 of Section 22, Township 20 South, Range 24 East, lying northeasterly of the southwesterly line of the Florida Power Corporation transmission line easement.

Lots to be excluded from Land Use Change

1. Any lot with home built on it prior to January 1, 2014.
2. Any lot adjacent to a lot that had a home built on it prior to January 1, 2014
3. Any lot not backing up to an open space
4. Other individual non built homesites:

Lot #	Lot #
173	459
174	420
179	421
237	422
238	506
239	542
248	543
251	544
261	546
318	547
351	548
353	549
355	550
359	551
361	552
384	553
386	611
392	612
411	613
413	618
414	619
415	620
416	621
417	623
423	624
457	625

ARLINGTON RIDGE

Lots that back up to open areas

<u>ALTKEY</u>	<u>Lot Number</u>										
3860392	265	3860454	327	3860523	396	3860596	469				
3860393	266	3860455	328	3860524	397	3860597	470				
3860394	267	3860456	329	3860525	398	3860598	471				
3860395	268	3860457	330	3860526	399	3860599	472				
3860396	269	3860458	331	3860527	400	3860600	473				
3860397	270	3860459	332	3860528	401	3860601	474				
3860398	271	3860460	333	3860529	402	3860603	476				
3860400	273	3860461	334	3860530	403	3860604	477				
3860402	275	3860462	335	3860531	404	3860605	478				
3860404	277	3860463	336	3860532	405	3860606	479				
3860405	278	3860473	346	3860533	406	3860607	480				
3860406	279	3860474	347	3860534	407	3860608	481				
3860407	280	3860475	348	3860535	408	3860609	482				
3860408	281	3860476	349	3860536	409	3860610	483				
3860413	286	3860477	350	3860537	410	3860611	484				
3860414	287	3860483	356	3860552	425	3860612	485				
3860415	288	3860484	357	3860553	426	3860613	486				
3860419	292	3860485	358	3860554	427	3860614	487				
3860428	301	3860489	362	3860555	428	3860615	488				
3860429	302	3860490	363	3860556	429	3860616	489				
3860432	305	3860491	364	3860557	430	3860617	490				
3860433	306	3860492	365	3860558	431	3860618	491				
3860434	307	3860493	366	3860559	432	3860619	492				
3860435	308	3860494	367	3860560	433	3860620	493				
3860436	309	3860495	368	3860562	435	3860621	494				
3860437	310	3860496	369	3860563	436	3860622	495				
3860438	311	3860497	370	3860564	437	3860624	497				
3860439	312	3860498	371	3860565	438	3860625	498				
3860440	313	3860499	372	3860566	439	3860626	499				
3860441	314	3860503	376	3860587	460	3860627	500				
3860442	315	3860504	377	3860588	461	3860628	501				
3860443	316	3860505	378	3860589	462	3860629	502				
3860444	317	3860506	379	3860590	463	3860630	503				
3860449	322	3860507	380	3860591	464	3860631	504				
3860450	323	3860508	381	3860592	465	3860632	505				
3860451	324	3860509	382	3860593	466	3860634	507				
3860452	325	3860510	383	3860594	467	3860635	508				
3860453	326	3860512	385	3860595	468	TOTAL LOTS	151				



EXHIBIT G

MAP OF MASTER PLAN OF ARLINGTON RIDGE PHASE III





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

DATE: July 8, 2016
OWNER: CB Arlington Ridge Landco, LLC
PETITIONER: Robert J. Salzman
PROJECT: PUD (Planned Unit Development)
REQUEST: To reduce building setbacks in interior lots and those lots that abut platted open space.
CASE NO.: PUD-16-83

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comment received as of Friday, July 8, 2016.

FIRE

No comment received as of Friday, July 8, 2016.

ELECTRIC

This is not in Electric's Service Territory; Steven C. Davis, Electric Service Planner Supervisor, July 7, 2016.

WATER DISTRIBUTION

No comment received as of Friday, July 8, 2016.

WATER BACKFLOW

Water Backflow has no issues; Helga Bundy, Lead Operator, Public Works, Water Treatment Division, 7/8/2016.

STORMWATER

No comment received as of Friday, July 8, 2016.

WASTEWATER

No comment received as of Friday, July 8, 2016.

GAS

DEPARTMENTAL REVIEW SUMMARY

CB Arlington Ridge Landco, LLC – PUD-16-83

No comment received as of Friday, July 8, 2016.

GIS

No comment received as of Friday, July 8, 2016.

BUILDING

No comment received as of Friday, July 8, 2016.

ENGINEERING/PUBLIC WORKS/SURVEY

No comment received as of Friday, July 8, 2016.

ADDRESSING

No comment received as of Friday, July 8, 2016.

ECONOMIC DEVELOPMENT

No comment received as of Friday, July 8, 2016.

COMMUNICATIONS UTILITY

This will have no impact on any of the Communications Utility's infrastructure; Jim Lemberg, 7/7/2016.

PUBLIC RESPONSES

Approval:

No comment received as of Friday, July 8, 2016.

Disapproval:

One letter was received in opposition.

General Comments:

Several citizens have called or stopped by Planning and Zoning to speak with staff regarding the details of the proposal.

CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS

DATE: July 21, 2016
OWNER: CB Arlington Ridge Landco, LLC
PETITIONER Robert Salzman
PROJECT: Arlington Ridge Subdivision
REQUEST: Amending zoning to provide for reduced rear yard setbacks
CASE NO.: PUD-16-83

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of the request

for the following reason(s):

1. The proposed zoning amendment to the existing PUD (Planned Unit Development) is compatible with all adjacent properties zoned City PUD (Planned Unit Development). As conditioned, the proposed reduction of the rear yard setbacks for those lots abutting other lots (interior lots) from 18-feet to 15-feet and for lots abutting open space, non-developable property, golf courses etc., from 18-feet to 10-feet per Exhibit G, do not appear to be detrimental to surrounding properties.
2. The proposed zoning district PUD (Planned Unit Development) as conditioned and shown in the attached "Exhibit G," are compatible with the current City Future Land Use designation of Neighborhood Mixed Use.
3. The rezoning of the subject properties is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, and Objective 1.6.

Action Requested:

1. Vote to approve the zoning amendment to the subject property with the proposed Arlington Ridge LLC Planned Development Conditions attached hereto as Exhibit A and forward to the City Commission for consideration.



DRAFT SUMMARY MINUTES OF THE REGULAR MEETING
OF THE PLANNING COMMISSION
CITY COMMISSION CHAMBERS, CITY HALL
THURSDAY, JULY 21, 2016 - 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, July 21st, 2016, in the Commission Chambers at City Hall. Chairman James Argento called the meeting to order at 4:30 p.m.

The following Commission members were present:

James Argento - Chairman
Don Lukich
Frazier Marshall
Agnes Berry
Clell Coleman
Ted Bowersox
Charles Townsend

City staff present included Dan Miller, Planning & Zoning Manager, Kandi Harper, Senior Planner, and Billie Shell, Administrative Assistant II.

Planning Commissioner alternate Stewart Kaplan attended the meeting, in the audience.

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

The Draft Summary Minutes of the Workshop for June 16th, 2016 were unanimously approved, without changes, by the Planning Commission.

Dan Miller, Planning & Zoning Manager, informed the audience of the rules of participation and the need to sign the speaker's registry if anyone chooses to speak for or against any case being heard.

Billie Shell, Administrative Assistant II swore in staff as well as anyone wishing to speak.

Chairman Argento called for the first case under new business.

NEW BUSINESS

1. PUBLIC HEARING CASE # PUD-16-83 – ARLINGTON RIDGE PHASE III – AMENDMENT TO ESTABLISHED PLANNED DEVELOPMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, AMENDING ARLINGTON RIDGE PLANNED UNIT DEVELOPMENT TO ALLOW FOR REDUCED REAR YARD SETBACKS FOR PRIMARY STRUCTURES THAT ARE INTERIOR LOTS AND THOSE LOTS THAT ABUT PLATTED OPEN SPACE GENERALLY LOCATED WEST OF US HIGHWAY 27, EAST OF COUNTY ROAD 33 AND SOUTH OF MANASSAS DRIVE AS LEGALLY DESCRIBED IN SECTION 14, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

Dan Miller, Planning and Zoning Manager introduced case number # PUD-16-83 for the record and provided background information regarding the site.

Kandi Harper entered the exhibits into the record and presented the overhead exhibits. Exhibit items included the staff summary, departmental review summary, staff recommendations, aerial map, land use and zoning map, CRA map, site photos, and conceptual site plan.

Mr. Miller explained the proposed amendment would involve specifically Phase 3 of the Arlington Ridge Community, revising the rear setbacks from 18 feet to 15 feet, and the setbacks of open land spaces not able to be further developed, from 18 feet to 10 feet.

Chairman Argento recommended a review of page 4 of The Planning & Zoning Division Recommendations regarding lots that would have the 10 feet or 15 feet.

City staff recommends approval for the following:

1. The proposed zoning amendment to the existing PUD (Planned Unit Development) is compatible with all adjacent properties zoned City PUD (Planned Unit Development). As conditioned, the proposed reduction of the rear yard setbacks for those lots abutting other lots (interior lots) from 18-feet to 15-feet and for lots abutting open space, non-developable property, golf courses etc., from 18-feet to 10-feet per Exhibit G, do not appear to be detrimental to surrounding properties.
2. The proposed zoning district PUD (Planned Unit Development) as conditioned and shown in the attached "Exhibit G," are compatible with the current City Future Land Use designation of Neighborhood Mixed Use.
2. The rezoning of the subject properties is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, and Objective 1.6.

The approval of the zoning amendment would then be forwarded to the City Commission for their consideration.

Chairman Argento asked if there were citizens in the audience who wished to speak.

Petitioner Robert Salzman spoke on behalf of the Arlington Ridge Community reiterating and confirming the information provided by the Planning and Zoning Manager, Dan Miller. No other public comment was offered, Chairman Argento inquired if there were other questions/concerns from the Planning Commission.

No additional comments from the Planning Commission were discussed, Chairman Argento moved for a motion of approval or denial.

Commissioner Bowersox made a MOTION for APPROVAL of case # PUD-16-83 – ARLINGTON RIDGE PHASE III. Commissioner Townsend SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 7-0.

Chairman Argento called for the third case of new business.

DISCUSSION ITEMS

Planning Commissioner Term Expirations, Appointments (re-appointments) and Applications

ANNOUNCEMENTS

NONE

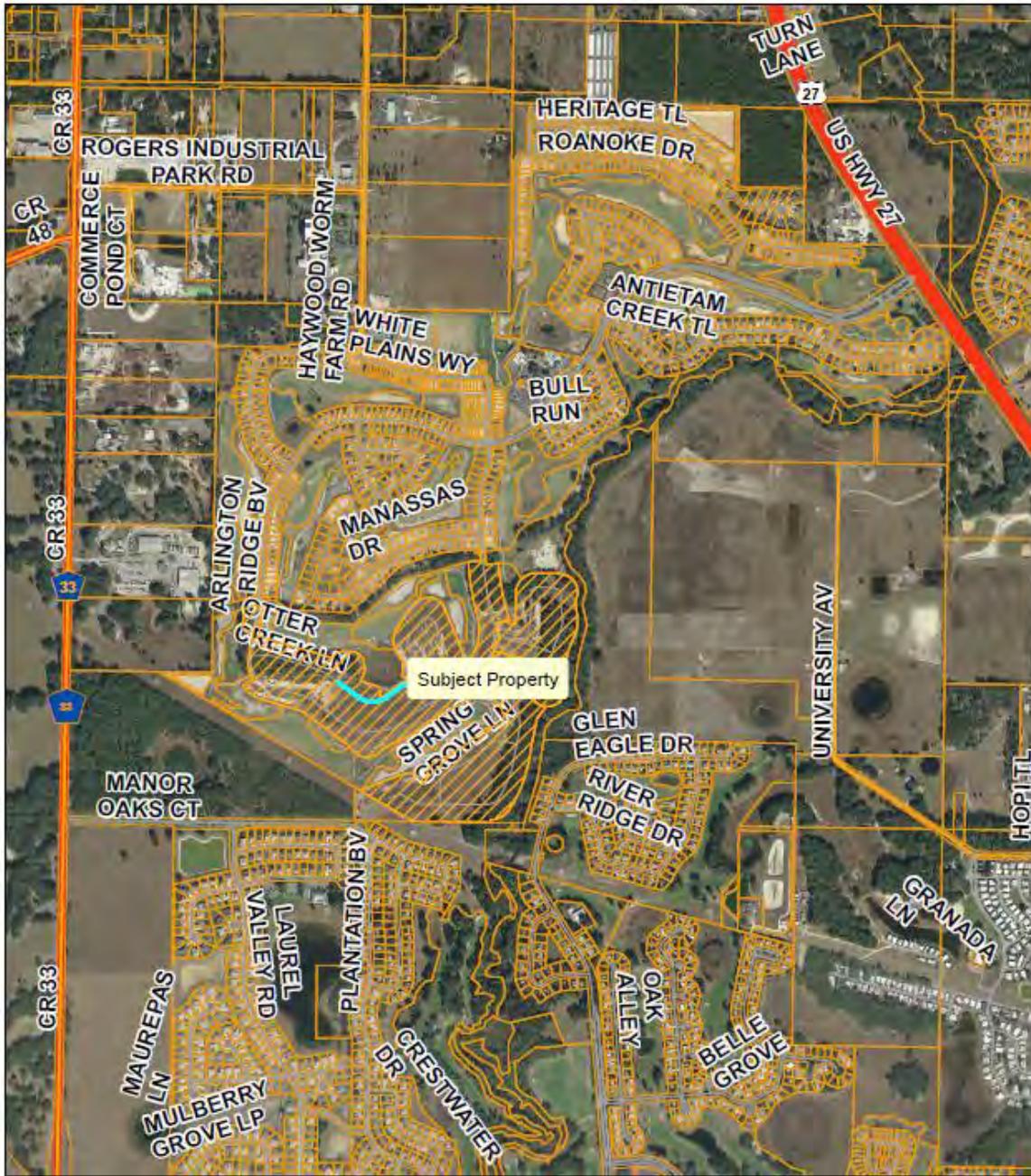
ADJOURNMENT

Approximately 6:48 p.m.

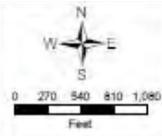
James Argento, Chairman

Billie Shell
Administrative Assistant II

Locator



**Planning
& Zoning
Division**

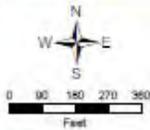


PUD-16-83
Phase 3 Arlington Ridge
AK #: 3840476, 3840477, 3840478, 3840480

Locator



Planning
& Zoning
Division

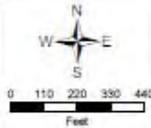


PUD-16-83
Phase 3 Arlington Ridge
AK #: 3840476, 3840477, 3840478, 3840480

Zoning



Planning & Zoning Division

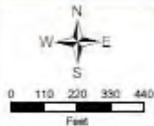


PUD-16-83
Phase 3 Arlington Ridge
AK #: 3840476, 3840477, 3840478, 3840480

Future Land Use



Planning & Zoning Division

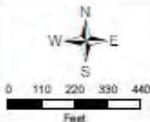


PUD-16-83
Phase 3 Arlington Ridge
AK #: 3840476, 3840477, 3840478, 3840480

Surrounding Land Uses



**Planning
& Zoning
Division**



PUD 16-83
Phase 3 Arlington Ridge
AK #: 3840476, 3840477, 3840478, 3840480

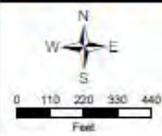
Wetlands & Flood Zones



Flood Zones 2012 Wetlands		Uplands
FLD_ZONE	VEG	Water
A	Hardwood Swamp	Water Lilies (Excavated)
	Shallow Marsh	



Planning & Zoning Division

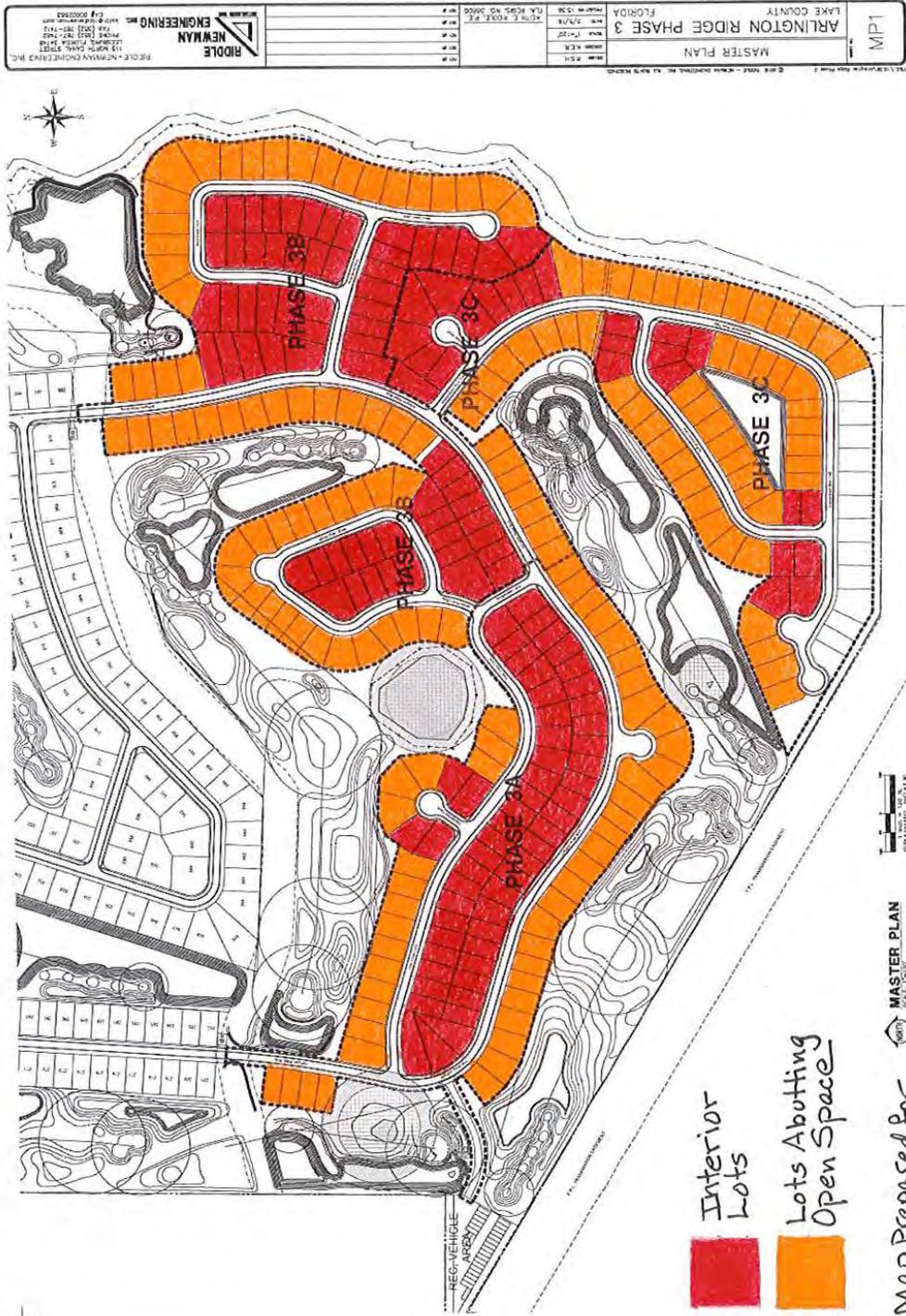


PUD-16-83
 Phase 3 Arlington Ridge
 AK #: 3840476, 3840477, 3840478, 3840480



EXHIBIT G

MAP OF MASTER PLAN OF ARLINGTON RIDGE PHASE III



Interior Lots
 Lots Abutting Open Space

Map Prepared for
 Planning Commission
 July 21st, 2016

<p>MP1</p> <p>ARLINGTON RIDGE PHASE 3</p> <p>LAKE COUNTY FLORIDA</p> <p>MASTER PLAN</p>		<p>DATE: 7/21/16</p> <p>SCALE: 1"=20'</p> <p>PROJECT: ARLINGTON RIDGE PHASE 3</p> <p>CLIENT: NEWMAN ENGINEERING INC.</p>	<p>PROJECT NO: 1530</p> <p>DATE: 7/21/16</p> <p>SCALE: 1"=20'</p> <p>PROJECT: ARLINGTON RIDGE PHASE 3</p> <p>CLIENT: NEWMAN ENGINEERING INC.</p>	<p>NEWMAN ENGINEERING INC.</p> <p>115 NORTH CANAL STREET</p> <p>LAKE COUNTY, FLORIDA 32056</p> <p>TEL: 407-350-1111</p> <p>FAX: 407-350-1112</p> <p>WWW.NEENGINEERING.COM</p>
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View of the property looking southeast.

Staff posted signs at the west and east terminus of Arlington Ridge Boulevard. This sign is posted on the west terminus.





View of the property looking southeast.



View from the property, looking east into the surrounding developed area.



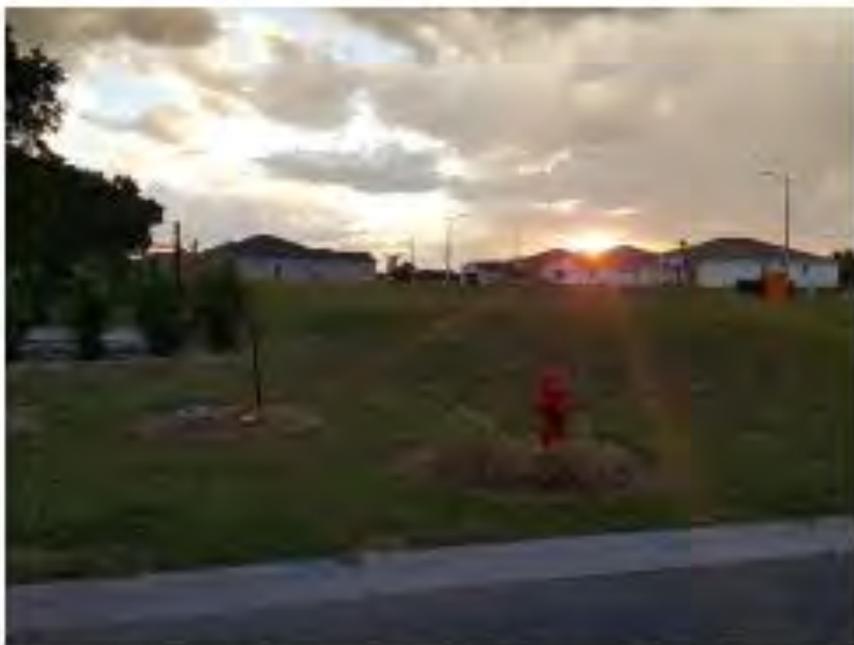
Staff posted the property at the east terminus of Arlington Ridge Boulevard.



View from the property looking northeast.



View of the property looking southeast.



View from the property looking west into the developed portion of the site.



View toward the interior of the property looking south.



AGENDA MEMORANDUM

Item No: 6E.

Meeting Date: September 12, 2016

From: Dan Miller, Planning & Zoning Manager

Subject: Impact Fee waiver extension for existing vacant structures, redevelopment and new businesses moving into existing structures

Staff Recommendation

Staff recommends approval of the ordinance extending an established waiver on impact fees for projects that redevelop vacant properties in the City of Leesburg until September 30, 2018.

Analysis

On September 28, 2015, commission adopted Ordinance 15-36, which waived impact fees "as applied to new businesses locating within an existing structure, and projects involving the improvement of existing structures." By adopting this ordinance, the Commission allowed a waiver of impact fees for projects that engage in the redevelopment and reuse of existing structures.

The current request will extend this waiver for a two-year period. The purpose of this extension is to continue to encourage businesses to choose to locate in currently vacant structures or structures that can be redeveloped, with the goal of lowering the cost of entering business and thereby assist in bringing jobs and economic activity to the city. Existing buildings which are targeted in this ordinance, generally have a credit for the previous use, which is subtracted from the impact fee calculation because these structures are already on the system. This action will continue to assist redevelopment of existing structures, promote development in blighted areas, and encourage the redevelopment of existing parcels, as well as help create new jobs and lower the cost of going into business.

Options

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

Fiscal Impact

Through continuing this waiver, an overall positive fiscal impact is expected because it lowers the cost of entering business, which helps create local employment opportunities.

Submission Date and Time: 9/12/2016 9:17 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. ____ MWR _____ Submitted by: City Manager _____	Account No. _____ Project No. _____ WF No. _____ Budget _____ Available _____
--	--	---

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ESTABLISHING A WAIVER ON COLLECTION OF CITY IMPACT FEES UNTIL SEPTEMBER 30, 2018; SETTING FORTH LEGISLATIVE FINDINGS, SUSPENDING COLLECTION OF WATER, WASTEWATER, AND MUNICIPAL SERVICE IMPACT FEES FROM THE EFFECTIVE DATE OF THIS ORDINANCE UNTIL SEPTEMBER 30, 2018, TO ALLOW TIME FOR THE CITY TO RE – EVALUATE ITS POLICY ON COLLECTION OF IMPACT FEES FROM NEW BUSINESSES MOVING INTO EXISTING, VACANT STRUCTURES; LIMITING THE WAIVER OF IMPACT FEES UNDER THIS ORDINANCE TO NEW BUSINESSES MOVING INTO EXISTING VACANT STRUCTURES, AND REDEVELOPMENT OF EXISTING STRUCTURES, REQUIRING PAYMENT OF IMPACT FEES SUSPENDED BY THIS ORDINANCE IF A CERTIFICATE OF OCCUPANCY OR BUSINESS TAX RECEIPT FOR THE PROJECT OR BUSINESS IS NOT ISSUED WITHIN TWELVE MONTHS OF ISSUANCE OF A BUILDING PERMIT FOR THE PROJECT, PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Leesburg Code of Ordinances requires the collection of impact fees on all residential, commercial and industrial development within its boundaries, for water, wastewater, and municipal services – including police services, fire and rescue services, and recreation services, and

WHEREAS, impact fees are a vital part of the City's efforts to plan and pay for municipal services required by new development, and have been utilized successfully for those purposes, and

WHEREAS, beginning in 2008 the City of Leesburg, along with the rest of the United States of America, experienced a serious economic downturn which has resulted in numerous deleterious consequences including the closing of businesses, a precipitous decline in all categories of construction, severely high unemployment, and a crippling decline in ad valorem tax revenues, and

WHEREAS, the City Commission has recognized that impact fees can impede the location of new businesses in existing structures, and redevelopment of run down or dilapidated structures, and therefore wishes to take steps intended to attract redevelopment and new business in such structures, and to encourage economic growth through revitalization and occupancy of such structures, and

WHEREAS, the City Commission believes an extension of the current policy toward impact fees for redevelopment of existing structures, and location of new businesses in existing structures, will assist in attracting new business and encouraging the improvement of structures, and thus wishes to enact a temporary suspension of impact fees for occupancy of those structures, to

allow time to reformulate the City's overall policy regarding impact fees for redevelopment of abandoned structures,

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

SECTION I.

Until September 30, 2018, the City of Leesburg waives collection of any impact fees imposed under its Code of Ordinances, including but not limited to the Water System Capacity Impact Fee under §22 – 324, the Wastewater System Capacity Impact Fee under §22 – 325, and the Municipal Services Impact fees for police services, fire and rescue services, and recreation services, under §§7 – 251 and 7 – 252, as applied to new businesses locating within an existing structure, and projects involving the improvement of existing structures, within the municipal limits of the City of Leesburg. During the period of this waiver, the City will continue to evaluate its overall policy for the imposition of impact fees for redevelopment and new occupancy of existing structures, and propose to extend or revise its policy accordingly. To qualify for this waiver, the existing structure must meet the criteria specified in Section II below.

SECTION II.

To take advantage of the waiver of impact fees created by this Ordinance, the existing structure must have been vacant for a period of at least six months prior to application for a building permit, and construction must substantially commence on the development or project for which a permit was obtained, within 90 days from the date the permit is issued, and be prosecuted diligently to completion. Substantial completion must be achieved within no more than twelve months after issuance of the building permit. If the project or business is not issued a certificate of occupancy or Business Tax Receipt within twelve months after issuance of the building permit, the developer shall be required to remit the impact fees in full as a condition of issuance of the certificate of occupancy or Business Tax Receipt. For projects requiring multiple certificates of occupancy, if the entire project is not completed within twelve months of permit issuance, certificates of occupancy for those portions completed within the twelve months shall be valid but no further certificates of occupancy will be issued after expiration of the twelve months until all impact fees attributable to the remaining portions of the project are paid in full.

SECTION III.

On September 30, 2018, at midnight, this Ordinance shall expire and the impact fees payable in accordance with the City Code shall be due and collectible on all developments and projects to which they apply by law, as of October 1, 2018, unless this waiver is extended by Resolution of the City Commission, such extension to be no longer than 90 days without passage of an ordinance granting a further extension.

SECTION IV.

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 V.

This Ordinance shall become effective upon its passage and adoption according to law. This Ordinance shall remain in effect until September 30, 2018, unless extended as provided herein.

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: September 12, 2016

From: Dan Miller, Planning and Zoning Manager
Michael Rankin, Deputy City Manager

Subject: Ordinance Amendment, Section 25-360- Architectural and Design Standards

Staff Recommendation

The Leesburg Planning Commission and Planning staff recommend approval of the attached Section 25-360, Architectural and Design Standard Regulations, along with the attached Appendix A, to be added to the City's Code of Ordinances.

Analysis

The City Commission has requested Architectural and Design Standard regulations be added to the City's Code of Ordinances for the purpose improving the aesthetics of the City of Leesburg. The intent of this code provision is to respond to the Commission's request by providing a tool to enhance the look of our corridors by promoting visually attractive development of these areas. To this end, Staff has developed the attached Section 25-360 Architectural and Design Standards.

The locations impacted in this ordinance will be the major corridors located in commercial, multi-family, and professional office development in specific zoning districts. These standards are not intended to apply to industrial development.

The addition of Section 25-360 "Architectural and Design Standards," will allow development that is aesthetically pleasing and compatible with the desired community character of the City of Leesburg. This amendment is consistent with the City's adopted Comprehensive Plan, Goal Future Land Use Goal 1.4, which refers to protection of "the architectural and environmental character of the City through compatible, high quality, and environmentally sensitive development practices, and recognizes the City's role as a regional hub of commerce and employment."

Options:

1. Approve Section 25-360 Architectural and Design Standard Regulations, along with the attached Appendix A; or
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact

Over time a positive fiscal impact is expected, due to the higher quality of development and higher property values anticipated by the implementation of these standards.

Submission Date and Time: 9/12/2016 9:17 AM

Department: <u>Comm Dev, P&Z</u>	Reviewed by: Dept. Head _____	Account No. _____
Prepared by: <u>Dan Miller</u>	Finance Dept. _____	Project No. _____
Attachments: Yes ___ No ___	Deputy C.M. _____	WF No. _____
Advertised: <u>Not Required</u>	<u>mwr</u>	Budget _____
Dates: _____	Submitted by: _____	Available _____
Attorney Review : Yes ___ No ___	City Manager _____	

Revised 6/10/04		

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, AMENDING THE CODE OF ORDINANCES, CHAPTER 25, BY ADDING SECTION 25-360, CRITERIA FOR COMMERCIAL, MULTI-FAMILY AND PROFESSIONAL ZONING DISTRICTS; PROVIDING FOR EXCEPTIONS; REPEALING CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE. (ARCHITECTURAL DESIGN STANDARDS)

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

SECTION I.

The following section of the Code of Ordinances of the City of Leesburg, Florida Chapter 25 are hereby amended or replaced as shown attached hereto as Attachment A, Section 25-360 Commercial and Architectural Design Standards and Appendix A.

SECTION II.

If any portion of this ordinance is declared invalid or unenforceable, then to the extent 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 this ordinance shall continue in full force and effect as if it were enacted without including the portion found to be invalid or unenforceable.

SECTION III.

All ordinances or parts 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 ordinances, in which case those ordinances so affected shall be hereby repealed in their entirety.

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: _____
Mayor Jay Hurley

Attest: _____
City Clerk J. Andi Purvis

Attachment A – Section 25-360

25-360. COMMERCIAL ARCHITECTURAL DESIGN STANDARDS

A. GENERAL APPLICABILITY

1. *Standards Applied.* These standards shall apply to regulate commercial, multi-family, professional office up to 74,999 square feet of development allowed by this code. The intent of this chapter is to promote development that is aesthetically pleasing, compatible with the community character of the City of Leesburg, properly served with necessary public facilities and services and compatible with neighboring uses. Design requirements are included for architectural standards.
2. These standards shall not apply to industrial development.

B. GENERAL REQUIREMENTS

1. *Phased development.* Each phase of any development shall be designed and improvements installed so that the phase can stand on its own if subsequent phases are not developed.
2. *Maintenance.* Maintenance of all improvements shall be the responsibility of the developer until such time as the city explicitly accepts maintenance responsibility. Should the developer fail to properly maintain any improvements, the city may, with notice, undertake the necessary maintenance and recover the cost of such maintenance from the developer.

C. PURPOSE AND INTENT.

1. *Enhanced Community Image.* The purpose of these standards and guidelines is to supplement existing development criteria with specific criteria that apply to the design of commercial, multi-family, professional office buildings and projects. Commercial, multi-family, professional office development depends on high visibility from major public streets. In turn, the design of building(s) and site determines much of the image and attractiveness of the streetscapes and character of a community. Massive and/or generic developments that do not contribute to, or integrate with, the community in a positive manner can be detrimental to a community's image and sense of place. The goal is to create and maintain a positive ambiance and strong community image and identity by providing for architectural and site design treatments that will enhance the visual appearance of commercial, multi-family, professional office development in the City of Leesburg, while still providing for design flexibility. These standards are intended to enhance the quality of life in City of Leesburg.
2. *Substantial Compliance.* These standards and guidelines incorporate a basic level of architectural design with site design features which incorporate safe and convenient vehicular use areas and pedestrian ways, and landscape and lighting treatments intended to result in a comprehensive plan for building design and site development consistent with the goals, policies and objectives of the City of Leesburg Comprehensive Plan and the purpose and intent of this code.

It is the intent of the development standards contained herein that a common sense approach in application and implementation shall be given all due consideration during the City of Leesburg's review process. Proposed development must be designed and implemented in substantial conformance with these standards.

3. *Conflicts.* Where the standards set forth herein are found to be in conflict with the Florida Building Code in force and effect at the time of application for development, renovation or redevelopment, regarding life and safety concerns, the Florida Building Code shall prevail.

D. LOCATION APPLICABILITY

1. Provisions of this section are applicable in all commercial, multi-family and professional office zoning districts, commercial and office components of R-P, C-1, C-2, C-3 and PDO districts, DRIs, and office park districts visible from the roadway to a maximum of 500-feet of U.S. Highway 27 / SR-25, U.S. Highway 441 / SR-500 / West North Boulevard / Citrus Boulevard, SR-44 / South Street / East and West Dixie Avenue, Citizens Boulevard and Main Street outside of the Central Business District, as provided below.

E. RENOVATIONS AND REDEVELOPMENT

1. In the case of additions or renovations to, or redevelopment of, an existing commercial, multi-family, professional office building or project, where the cost of such addition, renovation, or redevelopment exceeds 50 percent of the value of the existing structure(s), or 20 percent of the square footage of the existing structures, the provisions of this section shall apply. Property values shall be based on the latest certified Lake County Tax Roll to determine the value of the existing structure(s).
2. These standards shall not apply to interior renovations or remodeling of interior spaces regardless of costs.

F. NON-CONFORMING USES AND STRUCTURES.

1. The provisions of Part II, Chapter 25-Zoning, Article II, Division 7 of this code shall apply to this section.

G. SITE PLAN REQUIRED

1. *Required site development or improvement plan.* Compliance with the standards set forth in this section shall be demonstrated by submittal of architectural drawings and a site development plan or site improvement plan in accordance with Article V – Site Design Standards of this code.
2. PUDs (Planned Unit Development) and SPUDs (Small Planned Unit Development) shall be exempt from these standards where such standards are written into PUDs and SPUDs.

H. ILLUSTRATIONS

1. Illustrations provided in this section (Appendix A) are intended to provide a graphic example of a specific provision or provisions set forth herein. Variations from these illustrations which nonetheless adhere to the provisions of this section may be permitted pending staff review and approval.

I. FLORIDA PRODUCT APPROVAL CODE

1. All materials used on the exterior of structures must have Florida Product Approval Code.

J. PERMIT APPROVAL REQUIRED

1. No building permit or site plan approval shall be issued unless the applicant thereof submits as part of the application, architectural drawings and a site development plan which meets or exceeds the standards set forth herein, in addition to all other submittals and requirements which may be required by the City of Leesburg's Land Development Regulations.

K. EXCEPTIONS, INTERPRETATIONS AND DEFINITIONS

1. *Exceptions.* Exceptions to the provisions of this section may be granted by the City Commission in the form of a planned zoning district where it can be demonstrated that such exceptions are necessary to allow for innovative design which, while varying from one or more of the provisions of this section, nonetheless are deemed to meet the overall purpose and intent set forth herein. In the case of individual commercial buildings or projects, where site specific factors may impact the ability to meet these standards, variance from one or more of the provisions of this section may be requested pursuant to the procedures set forth in City of Leesburg's Land Development Regulations, Article III – Variances and Appeals, Violations and Penalties, Division 1 – Variances and Appeals to Code Requirements of this code.
2. *Interpretations.* During the course of review should an applicant and staff be unable to concur on the application of a specific provision or provisions of this section, the Planning and Zoning Manager or designee shall be authorized to make a final determination. The Planning and Zoning Manager or designee shall render findings in writing within 15-business days of receipt of a written request from the applicant. The applicant may appeal the determination of the Planning and Zoning Manager or designee to the Planning Commission, pursuant to the procedures set forth in this code.
3. *Definitions.* The following terms shall be defined as follows:
 - a. *Cantilever* – a projecting beam or member supported at only one end; a bracket-shaped member supporting a balcony or a cornice
 - b. *Ground floor* – the floor of a building which lies at grade.
 - c. *Second floor* – the next floor above the Ground floor; one floor above grade.
 - d. *Recess* (specifically windows) – indentation in the planar surface for a window, a minimum of six (6) inches.

L. BUILDING CLASSES

1. These standards are divided into three classes of buildings, Class I, Class II and Class III.
 - a. Class I includes structures up to but not exceeding 4,999 square feet.
 - b. Class II includes structures ranging in size from 5,000 square feet to 19,999 square feet.
 - c. Class III includes structures ranging from 20,000 square feet to 74,999 square feet.

M. GENERAL STANDARDS --Architectural and site design standards.

1. *Building design standards – Purpose & Intent*
 - a. This section provides standards to maintain and enhance the attractiveness of the streetscape and the existing architectural elements of the community. Buildings shall have architectural features and patterns that provide visual interest from the perspective of the pedestrian, reduce the massing aesthetic, recognize local character and be site responsive. Facades shall be designed to reduce the mass/scale and uniform monolithic appearance of large unadorned walls, while providing visual interest that will be consistent with the community's identity and character through the use of detail and scale. Articulation of buildings shall be accomplished by varying the building's mass in height and width so that they appear to be divided into distinct massing elements and details that can be perceived at the scale of the pedestrian. (Refer to Appendix A, Illustration 1.)

- b. Buildings and structures on corner lots at an intersection of two or more arterial or major collector roads shall be designed with additional architectural elements, such as corner towers, or other such design features, to emphasize their location as gateways and transition points within the community. Signage may not be located upon or within these additional architectural elements.
2. **Facade/wall height transitions.**
- a. *Height.* New structures that are proposed to be located within 300 feet of an existing building, and are more than twice the height of any existing building within 300-feet shall provide transitional massing elements to transition between the existing buildings of lower height within 300-feet, and the proposed structures. The transitional massing element can be no more than 100-percent taller than the average height of the adjacent buildings. (Refer to Appendix A, Illustration 3.)
 - c. *Facade standard.* All primary facades of a building shall be designed with consistent architectural style, detail and trim features. Facades attached to a primary facade shall incorporate features of the primary facade for a minimum of 33-percent of the overall wall length measured from the attached primary facade. In the case of outparcel buildings, all exterior facades shall adhere to the requirements of this section with respect to architectural design treatments for primary facades.
 - c. *Window standards.* Windows shall not appear to be false or applied. However, architectural elements that contribute to visual interest of exterior facades may be approved by the Planning & Zoning Manager or designee.
 - d. *Awning standards.* These standards apply to awnings associated with and attached to a building/structure. (Refer to Appendix A, Illustration 4.)
 - 1. Mansard awnings are permitted provided they do not extend above the roofline of the building and are not backlit.
 - 2. All other awnings shall adhere to the following standards:
 - a. Awnings may be backlit provided the illuminated portion of the awning with graphics does not exceed the size limitations and standards of this code.
 - b. Automobile sales parking lot awnings. Shade awnings may be erected in automobile sales parking lots subject to the following requirements and standards:
 - i. No shade awning structure shall be constructed within seventy-five (75) feet of any public or private street.
 - ii. No one shade awning structure may exceed an area sufficient to provide cover for more than 20 automobiles.
 - iii. The minimum separation between shade awning structures shall be 100-feet.
 - iv. Multi-colored shade awning structures are prohibited and the use of black, gray, florescent, primary and/or secondary colors is prohibited. Earth-tone colors are encouraged.
3. **Overhead doors:**
- a. Overhead doors facing one another may be treated as interior space provided that the buildings meet all other requirements of the City of Leesburg's Land Development Regulations and the Florida Building code in force and effect at the time of application for development or redevelopment. (Refer to Appendix A, Illustration 5.)

4. Design Elements.

- a. All commercial, multi-family, professional office¹ buildings shall have a minimum of four (4) of the following architectural elements: (Refer to Appendix A, Illustrations 7 and 8.)
 1. Canopies or porticos, integrated with the building's massing and style;
 2. Overhangs, minimum of three feet;
 3. Cantilever (extension of the floor below), minimum of 18-inches;
 4. Arcades, minimum of eight feet for buildings of 20,000 square feet of gross building area or more, and six feet for all other buildings, clear in width;
 5. Sculptured artwork;
 6. Raised cornice or building banding with a minimum of two reliefs;
 7. Peaked roof forms;
 8. Arches;
 9. Ornamental and structural architectural details, other than cornices; which are integrated into the building structure and overall design;
 10. Clock bell towers or other such roof treatment (e.g. dormers, belvederes, cupolas);
 11. Emphasized building base, minimum of three feet high and minimum projection from the wall of two inches;
 12. Additional roof articulation above the minimum standards;
 13. Metal or tile roof as the dominant roof material;
 14. Decorative landscape planters or planting areas, a minimum of five (5) feet wide, or areas for shaded seating consisting of a minimum of 100-square feet;
 15. Integration of specialty pavers, or stamped concrete along the building's walkway;
 16. Two or more accent or specimen trees (in addition to the minimum required landscaping) along the front facade with a minimum diameter of two and one half-inches measured four-feet above the ground and a minimum height of 12-feet at planting;
 17. Any other treatment which, in the opinion of the Planning and Zoning Manager, meets the intent of this section.

5. Detail Features:

- a. *Purpose and intent.* The architectural elements in the following standards shall be integral parts of a building's exterior facade and shall be integrated into the overall architectural style. These elements shall not consist solely of applied graphics or paint, but may incorporate relief depictions or designs.²
- b. *Blank wall areas.* Blank wall areas shall not exceed ten-feet in the vertical direction nor 20-feet in the horizontal direction of any primary facade. For facades connected to a primary facade this shall apply to a minimum of 33-percent of the attached facade measured from the

¹ Multi-family includes apartment complex developments, townhome communities, condominium communities.

² City of Leesburg and Florida themes, such as historic events, culture and natural environment, are encouraged.

connection point. Control and expansion joints within this area shall constitute blank wall area unless used as a decorative pattern and spaced at intervals of six-feet or less. Relief and reveal element depth must be a minimum of one-half inch, and may include relief depictions or designs. Landscaping may be used to assist in reducing the blank wall area. Such landscaping shall not be in lieu of architectural elements. (Refer to Appendix A, Illustrations 9 and 10.)

- c. *Repeating facade treatments.* Building facades shall include a repeating pattern and shall include no less than three of the architectural elements listed below. At least one of these architectural elements shall repeat horizontally. All architectural elements shall repeat at intervals of no more than 50-feet for buildings of 20,000 square feet of gross building area or more, and 25-feet for all other buildings, horizontally, and a maximum of 15-feet vertically for all buildings. Such architectural elements shall include or combine the following to achieve the repeating façade treatment:
 - i. Color change;
 - ii. Texture change;
 - iii. Material module change;
 - iv. Expression of architectural or structural bays, through a change in plane of no less than twelve (12) inches in width, such as a reveal, an offset, or a projecting rib (Refer to Appendix A, Illustration 11);
 - v. Architectural banding;
 - vi. Building setbacks or projections, a minimum of three-feet in width on upper level(s); or
 - vii. Pattern change, that may include relief depictions or designs.³

6. Additional facade design treatments for multiple use buildings:

1. *Purpose and intent.* The presence of buildings with multiple tenants creates variety, breaks up large expanses of uninterrupted facades, and expands the range of the site's activities. Windows and window displays of such stores shall be used to contribute to the visual interest of exterior facades. The standards in this section are directed toward those situations where more than one retailer, with separate exterior customer entrances, are located within the principal building.
2. *First floor primary facade treatments.*
 - a. The first floor of the primary facades shall, at a minimum, utilize windows between the heights of three (3) feet and eight (8) feet above the walkway grade for no less than 30-percent of the horizontal length of the building facade.
 - b. Windows shall be recessed, a minimum of one-half inch, and shall include visually prominent sills, shutters, stucco, reliefs, or other such forms of framing.

7. Roof treatments

- a. *Purpose and intent.* Variations in roof lines shall be used to add interest to, and reduce the massing of buildings. Roof features shall be in scale with the building's mass and complement the character of adjoining and/or adjacent buildings and neighborhoods. Roofing material should be constructed

³ City of Leesburg and Florida themes, such as historic events, culture and natural environment, are encouraged.

of durable high quality material in order to enhance the appearance and attractiveness of the community. The following standards identify appropriate roof treatments and features.

- b. *Roof edge and parapet treatment.* At a minimum of two locations, the roof edge and/or parapet shall have a vertical change from the dominant roof condition, a minimum of three-feet for buildings of 20,000 square feet of gross building area or more, and two-feet for buildings up to 74,999 square feet. "Big Box"⁴ standards shall apply for buildings of 75,000 square feet or more.⁵ At least one such change shall be located on a primary facade adjacent to a collector or arterial right-of-way. (Refer to Appendix A, Illustration 12.)
- c. *Roofs shall meet the following requirements:* (Refer to Appendix A, Illustration 13.)
 1. Parapets shall be used to conceal roof top equipment and flat roofs;
 2. Except where an overhang is not possible due to a parapet wall treatment, overhangs shall be provided and shall be no less than three-feet beyond the supporting walls. Where overhangs on existing buildings under renovation are less than three-feet, they shall be provided with a band or cornice, a minimum of eight-inches in width, at least eight-inches below the soffit at the wall;
 3. Fascia shall be a minimum of eight-inches;
 4. Tile, metal, or 320-pound, 30-year architectural grade asphalt shingles of earth tone as the dominant roof material;
 5. Canopies covering fueling islands must match the roof treatment of the primary structure.
- d. *Prohibited roof types and materials.* The following types of materials are prohibited:
 1. Asphalt shingles, except laminated, 320-pound, 30-year architectural grade asphalt shingles or of superior quality;
 2. Mansard roofs and canopies except as specifically provided for herein;
 3. Roofs utilizing less than or equal to a 2:12-pitch unless utilizing full parapet coverage; and
 4. Back-lit awnings used as a mansard or canopy roof.

8. Materials

- a. *Purpose and intent.* Exterior building materials contribute significantly to the visual impact of a building on the community. They shall be well-designed and integrated into a comprehensive design style for commercial, multi-family, and professional office projects.
- b. *Exterior building materials, exterior colors, and standards.*
 1. Predominant exterior building materials shall include, but are not limited to:
 - i. Stucco of earth tone;
 - ii. Natural brick (unpainted, unstained, and un-tinted);

⁴ Refer to City of Leesburg's Land Development Regulations, Chapter 25, Section 25-288. – Commercial Uses (m)(1) Design standards – Aesthetic character.

⁵ Gross Area of the Wall should be considered to visually interrupt otherwise flat continuous surface in order to create visual interest; these treatments shall be considered and implemented on all stories of the building / structure.

- iii. Textured, other than smooth or ribbed, concrete masonry units of earth tone;
 - iv. Stone (unpainted, unstained, and un-tinted), excluding an ashlar or rubble construction look;
 - v. Wooden or composite siding;
 - vi. The following colors are prohibited: Use of florescent or day glow colors; or
 - vii. Corporate colors or colors used in the marketing of the business occupying the space which are not earth tone shall be calculated towards the allowable signage copy area provided for under *Article VI – Sign Regulations* of this code. In such case, a sign permit is required. This section is intended to provide corporations, franchises, and corporate chains, the opportunities to use other exterior colors other than earth tone.
2. Predominant⁶ exterior building materials that are prohibited include:
- i. Plastic or vinyl siding;
 - ii. Corrugated metal panels;
 - iii. The use of various colors is encouraged.
9. Service function areas (SFA) including but not limited to loading, storage, mechanical equipment, and solid waste disposal.
- a. *Purpose and intent.* To diminish, in a safe manner, the visual impacts of service functions that may detract or have a negative impact on the streetscape, landscape and/or the overall community image.
 - b. *Buffering and screening standards.* Loading or docking, outdoor storage, trash collection, mechanical equipment, trash compaction, vehicular storage, excluding new and used cars, recycling, roof top equipment and other service function areas shall be fully screened from adjacent properties and roadway corridors at ground (grade) and pedestrian level.
 - c. *Materials and design standards.* Screening material and design shall be consistent with design treatment of the primary facades of commercial, multi-family, professional office buildings or projects and the landscape plan.
10. Pedestrian walkways.
- a. *Purpose and intent.* To provide safe opportunities for alternative modes of transportation by connecting with existing and future pedestrian and bicycle pathways within the city and to provide safe passage from the public right-of-way to a commercial, multi-family, professional office building or project, and between alternative modes of transportation.
 - b. *Pedestrian access standards.* Pedestrian ways, linkages and paths shall be provided from the building entry(s) to surrounding streets, external sidewalks, and outparcels. Pedestrian ways shall be designed to provide access between parking areas and the building entrance(s) in a coordinated and safe manner. Pedestrian ways may be incorporated within a required landscape perimeter buffer, provided that the buffer is not less than ten (10) feet in width on average. Shared pedestrian walkways are encouraged between adjacent commercial, multi-family, professional office projects.

⁶ "Predominant" shall mean equal to or greater than twenty-one (21) percent.

- c. *Minimum ratios.* Pedestrian ways shall be provided at a minimum ratio of one for each public vehicular entrance to a project, excluding ingress and egress points intended primarily for service, delivery or employee vehicles.
- d. *Minimum dimensions.* Pedestrian walkways shall be a minimum of five (5) feet wide.
- e. *Materials.* Pedestrian walkways shall be consistent with the provisions of the Americans with Disabilities Act (ADA), the Accessibility Guidelines and the Florida Accessibility Code. Materials may include specialty pavers, concrete, colored concrete or stamped pattern concrete.
- f. *Pedestrian crosswalks at building perimeter.* Building perimeter crosswalks shall be designed and coordinated to move people safely to and from buildings and parking areas by identifying pedestrian crossings with wayfinding signage and variations in pavement materials or markings.
- g. *Shade.* Pedestrian walkways shall provide intermittent shaded areas when the walkway exceeds 100-linear feet in length at a minimum ratio of 100-square feet of shaded area per every 100-linear feet of walkway. Shade structures may be natural, manmade or a combination of both.

11. Lighting.

- a. *Purpose and intent.* Commercial, multi-family, professional office buildings and sites, including outparcels, shall be designed to provide safe, convenient, and efficient lighting for pedestrians and vehicles. Lighting shall be designed in a consistent and coordinated manner for the entire site. The lighting and lighting fixtures shall be integrated and designed so as to enhance the visual impact of the project on the community and/or blend the project into the surrounding landscape.

Exterior lighting may be used to illuminate a building and its grounds for safety purposes but in an aesthetic manner. Lighting is not to be used as a form of advertising in a manner that is not compatible with the neighborhood or in a manner that draws considerably more attention to the building or grounds at night than daylight hours. All fixtures used in exterior lighting are to be selected for functional and aesthetic value. Decorative lighting fixtures in keeping with the architecture style shall be used for commercial and multi-family wall mount lighting and parking lot light poles. Exterior lighting shall be in accordance with the lighting design standards of the City of Leesburg's Land Development Regulations. (*Reference Article V – Site Design Standards, Division 1- General Standards, Section 25-321 – Lighting.*)

- b. *Shielding standards.* Lighting shall be designed so as to prevent direct glare, light spillage and hazardous interference with automotive and pedestrian traffic on adjacent streets and all adjacent properties. Illumination onto adjacent right-of-way or property shall not exceed (.02) of one (1) foot candle as measured by a luminance or foot-candle meter from the residential or agricultural lot line.
- c. *Fixture height standards.* Lighting fixtures shall be a maximum of 30-feet in height within the parking lot and shall be a maximum of 15-feet in height within non-vehicular pedestrian areas. (Refer to Appendix A, Illustration 14.)
- d. *Design standards.* Lighting shall be used to provide safety while accenting key architectural elements and/or emphasizing landscape features. Light fixtures shall be used as an integral design element that complements the design of the project. This can be accomplished through style, material or color (excluding florescent, primary and secondary colors) or by designing the lighting fixtures to blend into the landscape through the use of dark colors such as bronze, black and forest green. Concrete type

poles or mill finish is not permitted. Light pole footers shall not be exposed more than six (6) inches above finish grade.

12. Fencing standards.

- a. *Chain link and wood fencing* are prohibited forward of the primary facade, except as provided below, and must be a minimum of 100-feet from a public right-of-way. Chain link and wood fencing facing a public right-of-way shall be buffered at a minimum by an irrigated hedge directly in front of the fence on the side of the right-of-way. Plant material shall be a minimum of 24-inches in height and width and planted to create a continuous visual barrier at time of installation. This plant material shall be maintained at a minimum of three quarter the height of the fencing. (Refer to Appendix A, Illustration 15.)
- b. *Fencing forward of the primary facade* is permitted under the following conditions:
 - i. Fencing does not exceed four-feet in height;
 - ii. The fencing provides either an open view at a minimum of 25-percent of its length or provides variation in its height for a minimum of 15-percent of its length with a deviation of at least 12-inches; and,
 - iii. The fence style must complement building style through architectural elements, material, or color.

13. Outparcels.

- a. *Purpose and intent.* To provide unified architectural design and site planning between outparcel structures and the main structure on the site in order to enhance the visual impact of the structures and to provide for safe and convenient vehicular and pedestrian access and movement within the site.
- b. *Outparcel design.* All exterior facades of an outparcel structure shall be considered primary facades and shall employ architectural elements, site and landscape design which are integrated with and common to those used on the primary structure on site. These common architectural elements, site and landscaping designs shall include colors and materials associated with the main structure. When the use of a common wall, side by side development occurs, continuity of facades and consolidated parking for several businesses on one parking lot may be used. Outparcels that are adjacent to each other shall have vehicular connection between their respective parking lots and interconnected pedestrian walkways.

N. Building Design - Class I Structures

1. *Defined.* Class I includes structures up to but not exceeding 4,999 square feet.
2. *Application.* The following requirements shall be applied to all structures designated Class I for purposes of plan review.
3. *Building orientation standards.* (Refer to Appendix A, Illustration 2.)
 - a. For buildings less than 5,000 square feet of gross building area, facades facing a public street shall have one (1) of the following design features:
 - i. Windows comprising a minimum of 25-percent of the affected façade;
 - ii. Projected covered public entry with a minimum of 20-percent of the wall space devoted to windows.
4. *Massing standards.* Exterior facades shall be designed to employ the following design treatments:

- a. No horizontal length or uninterrupted curve of any primary facade shall exceed 35-linear feet. For arcaded facades, no horizontal length or uninterrupted curve of the arcaded facade shall exceed 60-feet, with varied lengths being desirable. Projections and recesses shall have a minimum depth of one (1) foot.
 - b. All buildings shall provide a minimum of one offset per public street or navigable waterway.
5. *Entryways/ customer entrance treatments.*
- a. *Purpose and intent.* Entryway design elements and variations are intended to give protection from the sun and adverse weather conditions. These elements are to be integrated into a comprehensive design style for the project.
 - b. *Entryways/ customer entrance standards.* These standards identify appropriate entry features.

O. Building Design - Class II Structures

- 1. *Defined.* Class II includes structures from 5,000 to 19,999 square feet of gross building area.
- 2. *Application.* The following requirements shall be applied to all structures designated Class II for purposes of plan review.
- 3. *Building orientation standards. (Refer to Appendix A, Illustration 2.)*
 Facades facing a public street shall have one of the following design features:
 - a. Windows comprising a minimum of twenty-five (25) percent of the affected façade;
 - b. Projected covered public entry with a minimum of twenty (20) percent of the wall space devoted to windows;
 - c. Windows comprising a minimum of 33 percent of the affected façade;
 - d. Covered walkway (excluding canvas type unless provided with six-inch columns or better) attached to the building, with a minimum width of six (6) feet and a fifty (50) percent minimum coverage for the affected facade.
- 4. *Massing standards.* Exterior facades shall be designed to employ the following design treatments:
 - a. No horizontal length or uninterrupted curve of any primary façade or arcaded facades shall exceed fifty (50) feet, no horizontal length or uninterrupted curve of any primary facade shall exceed eighty (80) feet, with varied lengths being desirable. Projections and recesses shall have a minimum depth of two (2) feet.
 - b. Exterior wall planes shall not constitute more than fifty (50) percent of each affected façade;
 - c. Primary facades on the ground floor shall have features along a minimum of 33-percent of their horizontal length per affected side. These features include, but are not limited to: arcades, a minimum of six (6) feet clear in width; display windows; entry areas; or other such architectural elements. Awnings are included in this calculation at 1.5 times the window, or architectural element equivalent to a window width when associated with windows/doors and are in increments of ten (10) feet in length or less.
- 5. *Entryways/ customer entrance treatments.*
 - a. *Purpose and intent.* Entryway design elements and variations are intended to give protection from the sun and adverse weather conditions. These elements are to be integrated into a comprehensive design style for the project.

- b. *Entryways/customer entrance standards.* These standards identify appropriate entry features.
 - 6. *For buildings of between 10,000 and 19,999 square feet, inclusive, of gross building area:*
 - a. An outdoor patio area adjacent to the customer entrance, a minimum of fifty (50) square feet in area and which incorporates one of the following:
 - 1. Benches or other seating components;
 - 2. A provision for intermittent shaded outdoor community space at a minimum of one (1) percent of the total gross floor area of the building or project. Said community space shall be located off or adjacent to the circulation path of the complex or main structure and shall incorporate benches or other seating components.
 - b. A main front entry which shall be set back from the drive a minimum of fifteen (15) feet.
- P. Building Design - Class III Structures**
- 1. *Defined.* Class III includes structures from 20,000 to 74,999 square feet of gross building area.
 - 2. *Application.* The following requirements shall be applied to all structures designated Class III for purposes of plan review.
 - 3. Building orientation standards. (Refer to Appendix A, Illustration 2.)
 - a. Facades that are adjacent to an arterial or collector street, or a navigable waterway, shall have two of the following architectural elements:
 - i. Windows comprising a minimum of forty (40) percent of the affected facade;
 - ii. Projected covered public entry with a minimum of twenty-five (25) percent of the wall space devoted to windows; or,
 - iii. Covered walkway (excluding canvas type unless provided with six-inch columns or better) attached to the building, with a minimum width of eight (8) feet and a sixty (60) percent minimum coverage for the affected facade.
 - 4. *Massing standards.* Exterior facades shall be designed to employ the following design treatments:
 - a. No horizontal length or uninterrupted curve of a primary building facade shall exceed one-hundred (100) linear feet. For arcaded facades, no horizontal length or uninterrupted curve of the arcaded facade shall exceed one-hundred twenty (120) feet, with varied lengths being desirable. Projections and recesses shall have a minimum depth of three (3) feet with twenty-five (25) percent of these having a varied length with a minimum differential of one (1) foot; (Refer to Appendix A, Illustration 6.)
 - b. Exterior wall planes shall not constitute more than sixty (60) percent of each affected facade;
 - c. Primary facades on the ground floor shall have architectural elements along a minimum of fifty (50) percent of their horizontal length per affected side. These features include, but are not limited to: arcades, a minimum of six (6) feet clear in width; display windows; entry areas; or other such design elements. Awnings are included in this calculation at 1.5 times the window width when associated with windows/doors and are in increments of twenty (20) feet in length or less.

5. *Entryways/customer entrance treatments.*
 - a. *Purpose and intent.* Entryway design elements and variations are intended to give protection from the sun and adverse weather conditions. These elements are to be integrated into a comprehensive design style for the project.
 - b. *Single use buildings.* Single use buildings shall have clearly defined, highly visible customer entrances which shall include the following:
 1. An outdoor patio area adjacent to the customer entrance, a minimum of 200 square feet in area which incorporates the following:
 - i. Benches or other seating components;
 - ii. Decorative landscape planters or wing walls which incorporate landscaped areas; and
 - iii. Structural or vegetative shading.
 2. A main front entry which shall be set back from the drive a minimum distance of fifteen (15) feet.
 - c. *Multiple use buildings and projects.* Multi-use structures shall include the following:
 1. Anchor tenants shall provide clearly defined, highly visible customer entrances.
 2. Each anchor tenant shall have a front entry which shall be set back from the drive a minimum of fifteen (15) feet.
 3. A provision for intermittent shaded outdoor community space at a minimum of one (1) percent of the total gross floor area of the building or commercial project. Said community space shall be located off or adjacent to the circulation path of the complex or main structure and shall incorporate benches or other seating components.

6. *Natural and manmade bodies of water including wet and dry retention areas for buildings of 20,000 sq. ft. or more (exceeding 12-feet in width).* The shape of a manmade body of water, including wet and dry retention areas, shall be designed to appear natural by having off-sets in the edge alignment that are a minimum of ten-feet and spaced 50-feet apart. On development sites with buildings of 20,000 square feet of gross building area or more, all bodies of water, including wet and dry retention areas, exceeding 20,000 square feet in area, and which are located adjacent to a public right-of-way, shall incorporate into the overall design of the project at least two of the following items: (Refer to Appendix A, Illustration 16.)
 - a. A five-foot wide walkway with trees an average of 50-feet on center and shaded benches a minimum of six-feet in length or picnic tables with one located every 150-feet;
 - b. A public access pier with covered structure and seating;
 - c. An intermittent shaded plaza/courtyard, a minimum of 200 square feet in area, with benches and/or picnic tables adjacent to the water body;
 - d. A permanent fountain structure.

7. *Off street parking design.* As provided for in Section 25-358 – *Off-street parking* and subject to the following provisions:
 - a. *Purpose and intent.* Commercial and multi-family buildings and sites, including outparcels, shall be designed to provide safe, convenient, and efficient access for pedestrians and vehicles. Parking shall be designed in a consistent and coordinated manner for the entire site. The

parking area shall be integrated and designed so as to enhance the visual appearance of the development within the community.

- b. *Design standards.* Parking, utilizing the same degree of angle, shall be developed throughout the site to provide efficient and safe traffic and pedestrian circulation.
 - c. Refer to the City of Leesburg's Land Development Regulations, Chapter 25, Section 25.357. – *Parking for buildings up to 49,000 square feet and Chapter 25, Section 25-288. – Commercial Uses for buildings of 75,000 square feet or above.*
8. *Shopping center design standards.* To maintain common architectural themes and to maintain architectural integrity of shopping centers where gross floor area is equal to but not greater than 74,999 square feet, design and material standards shall be enforced.⁸
- a. Shopping centers shall be constructed of split face, ribbed or salted block or other material as approved by the Planning and Zoning Manager or designee.
 - b. Standard architectural themes shall be maintained on all sides of buildings.
 - c. Signs shall comply with the City of Leesburg's Land Development Regulations, Chapter 25, Article VI. – *Sign Regulations.*

⁸ For shopping centers where gross floor area is proposed to be equal to or greater than 75,000 square feet, cumulatively, refer to City of Leesburg's Land Development Code, Chapter 25, Section 25-288. Commercial uses, (m) Retail-Large commercial design standards.

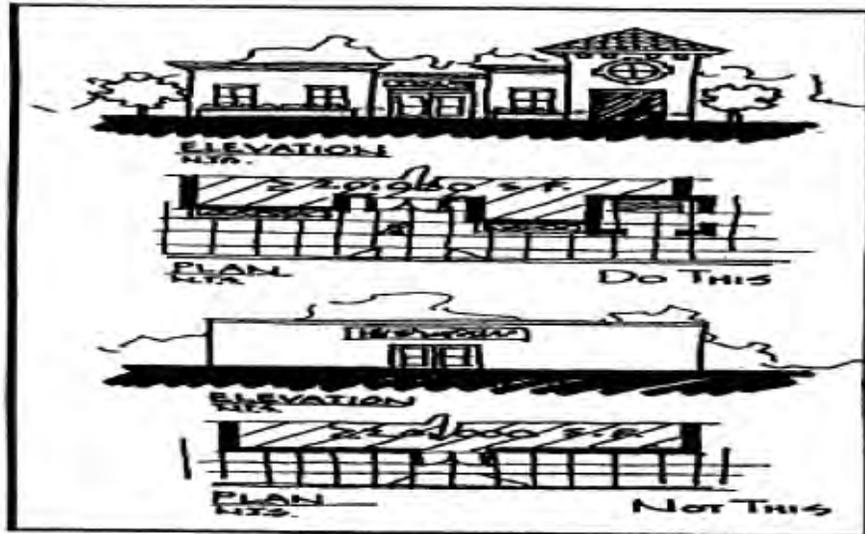


Illustration 1

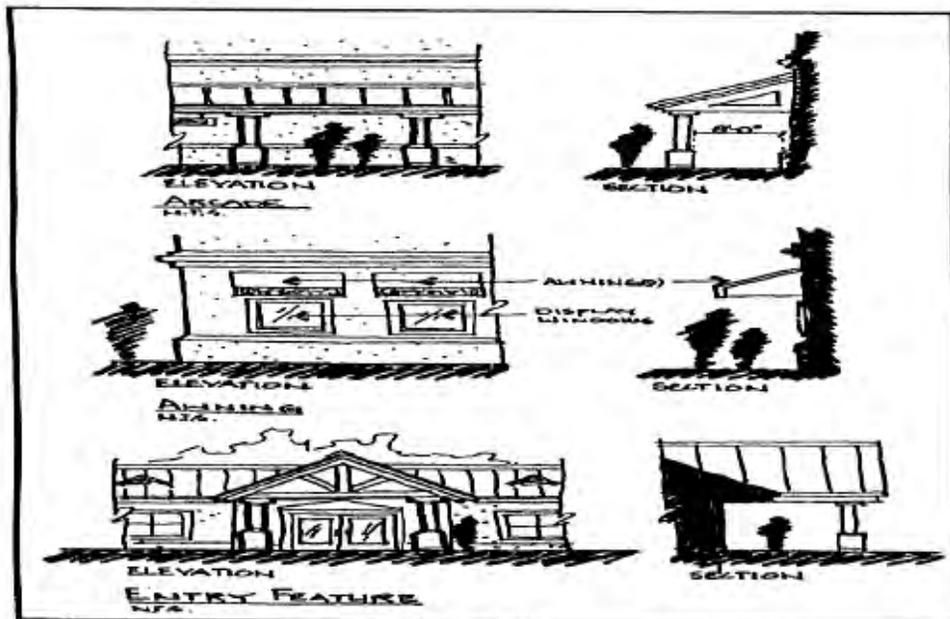


Illustration 2

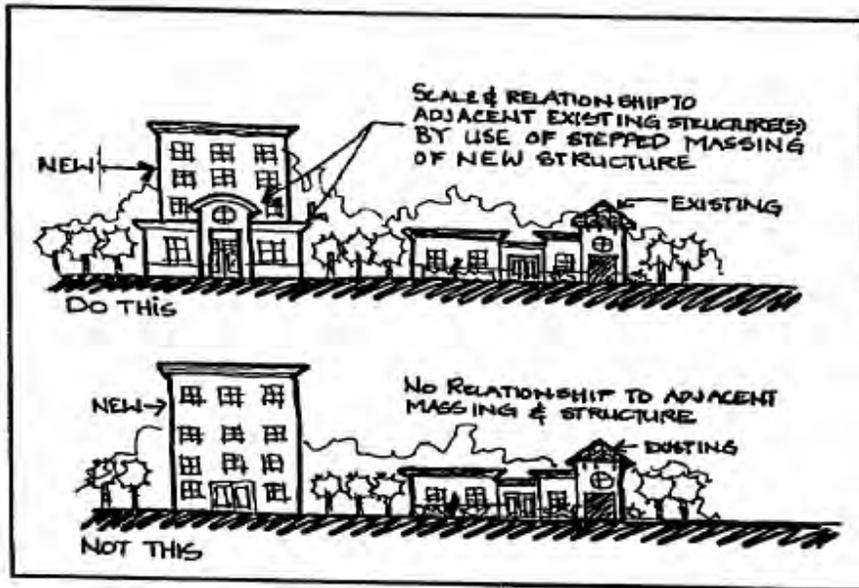


Illustration 3

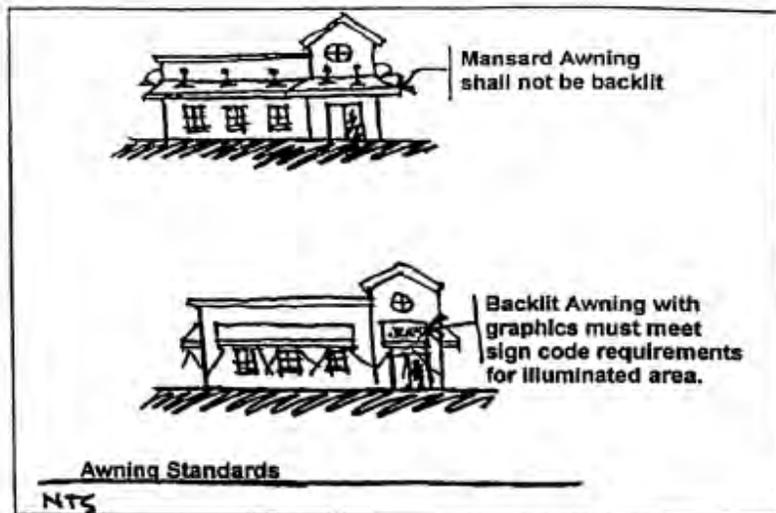
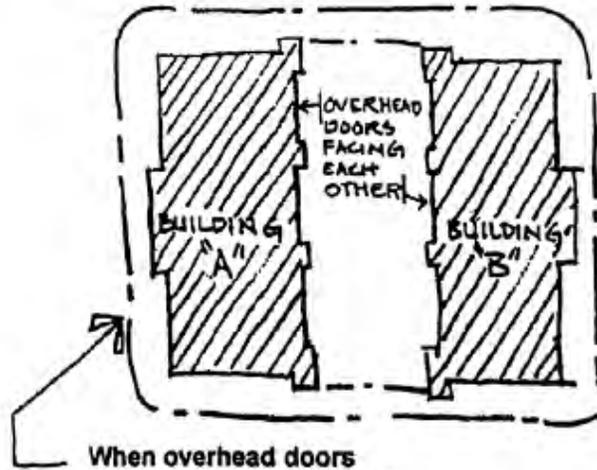


Illustration 4



When overhead doors face each other they may be treated as one building

Overhead Door Diagram

Illustration 5

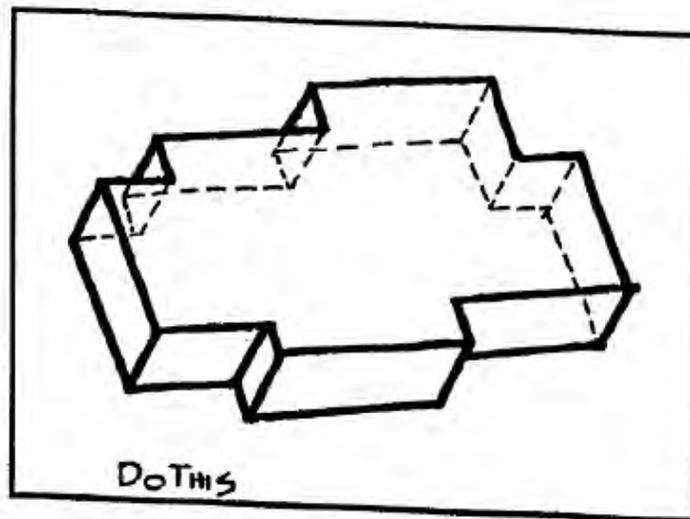


Illustration 6

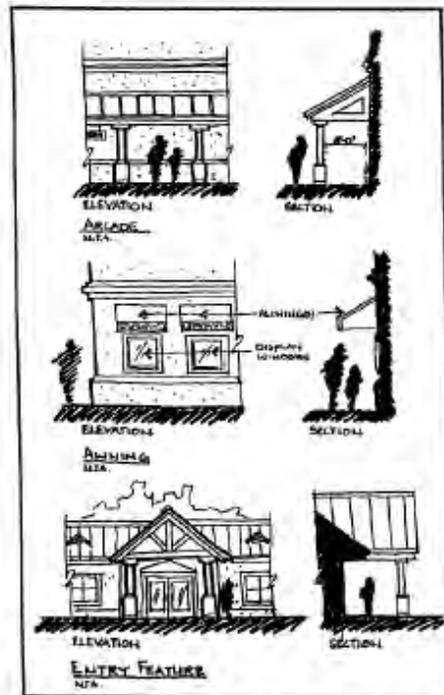


Illustration 7

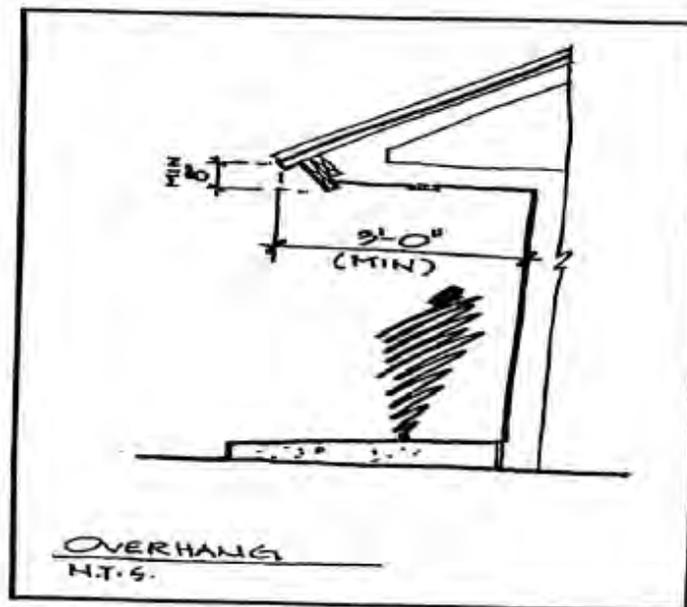


Illustration 8

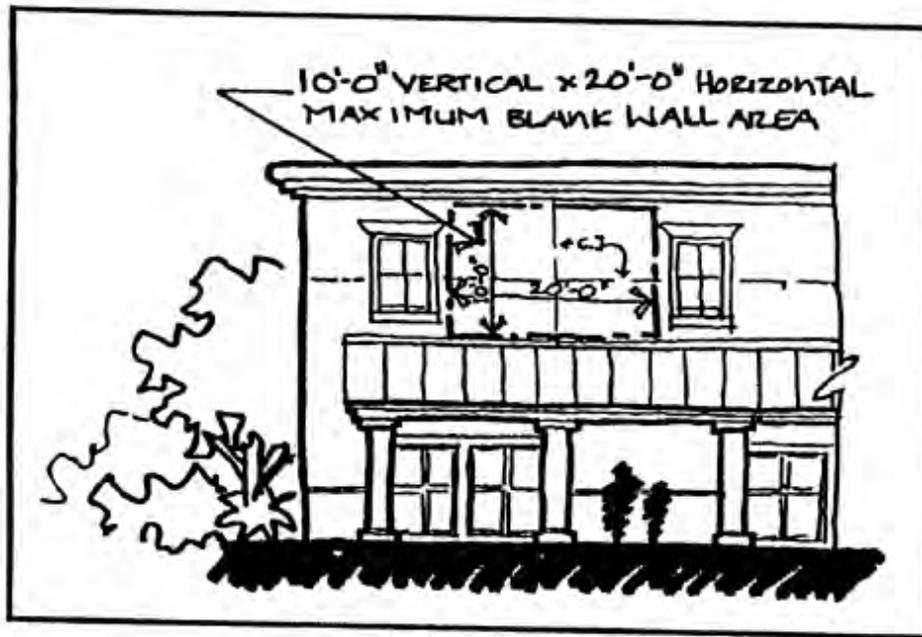


Illustration 9

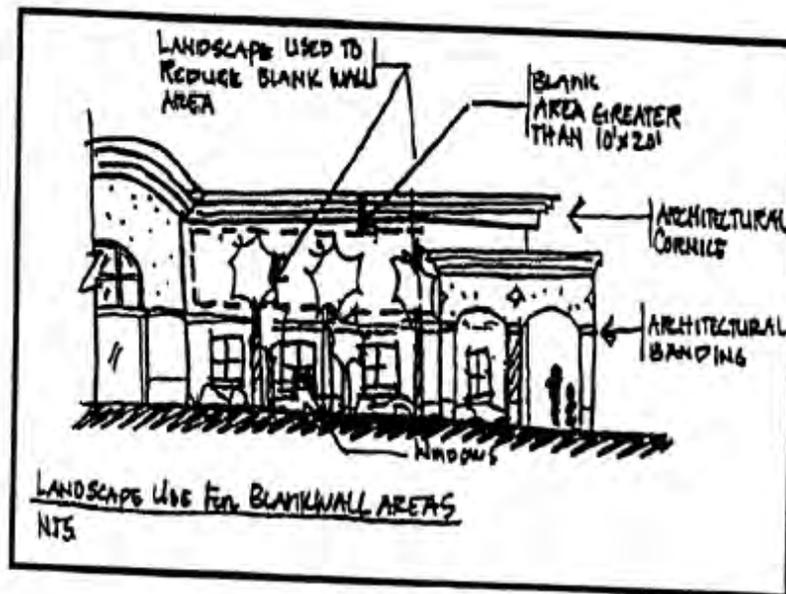


Illustration 10

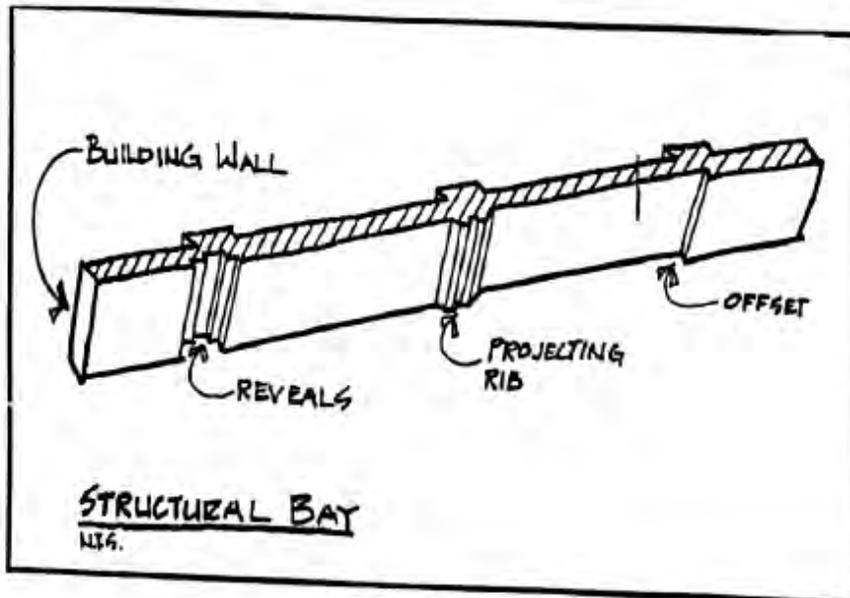


Illustration 11

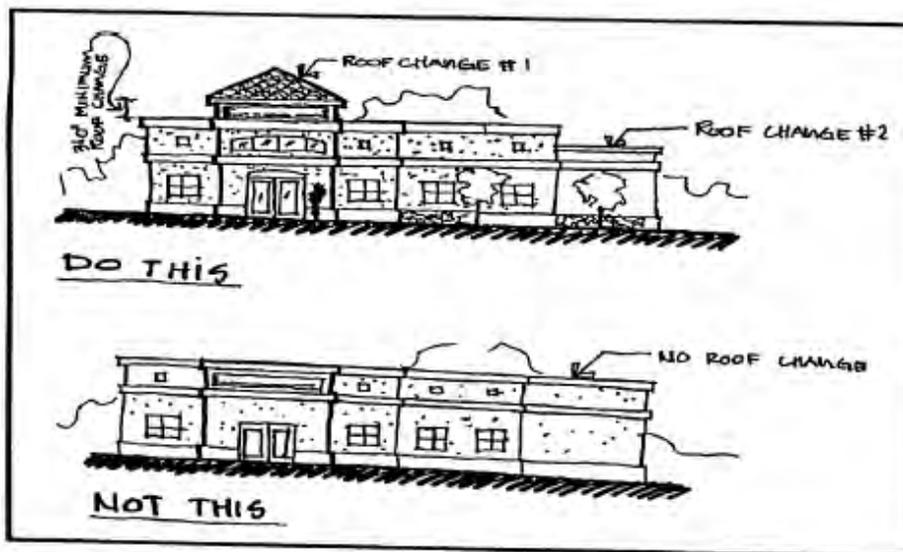


Illustration 12

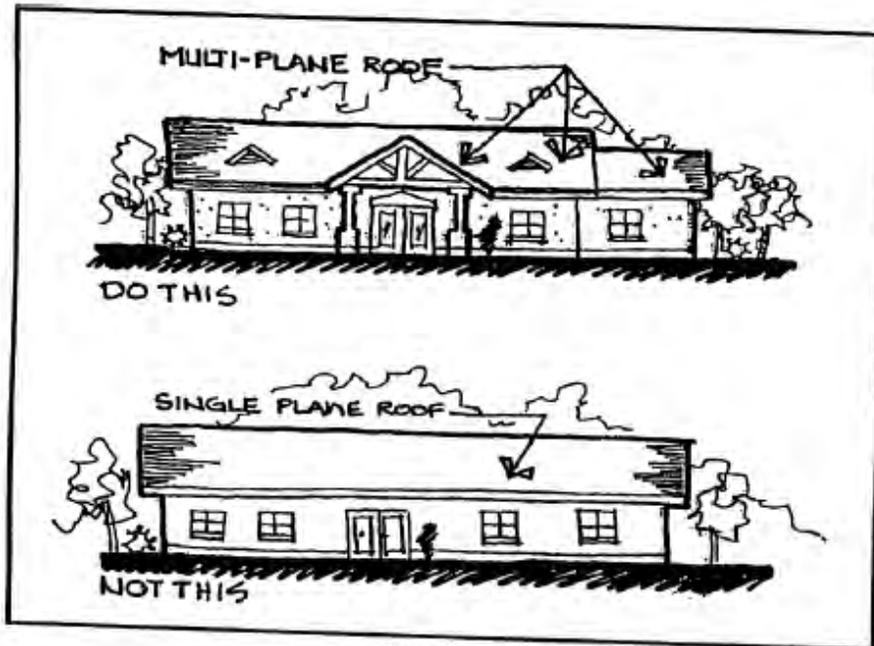


Illustration 13

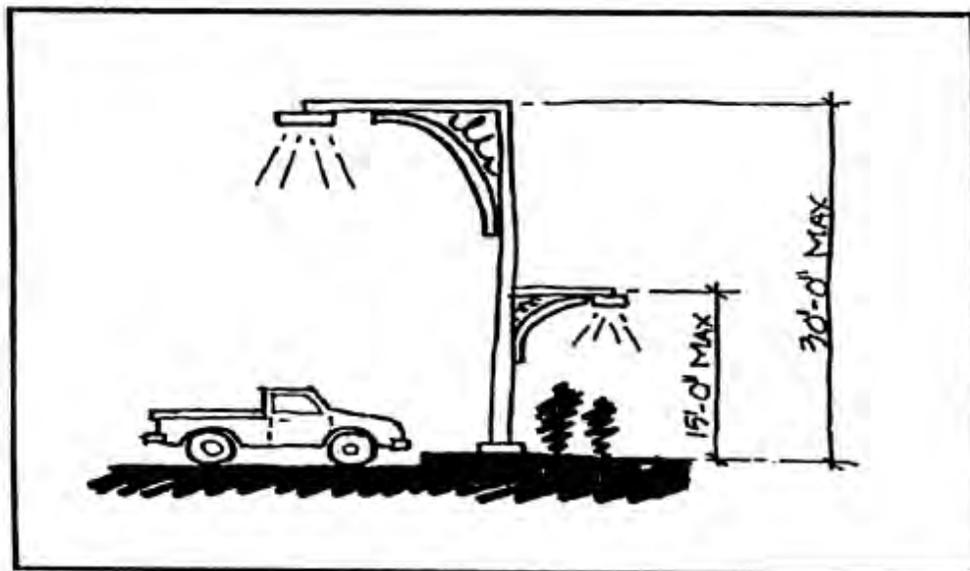


Illustration 14

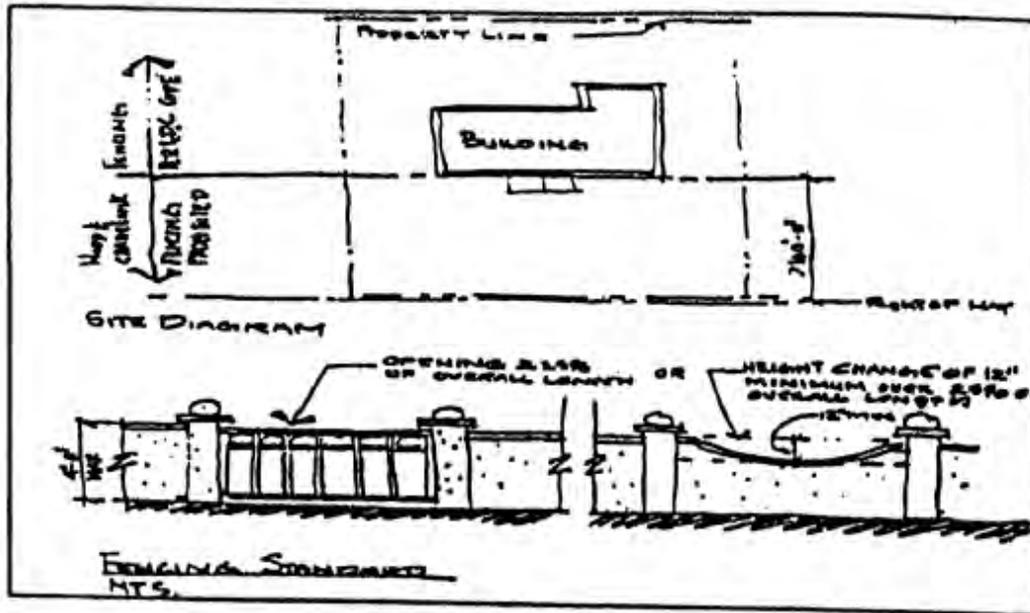


Illustration 15

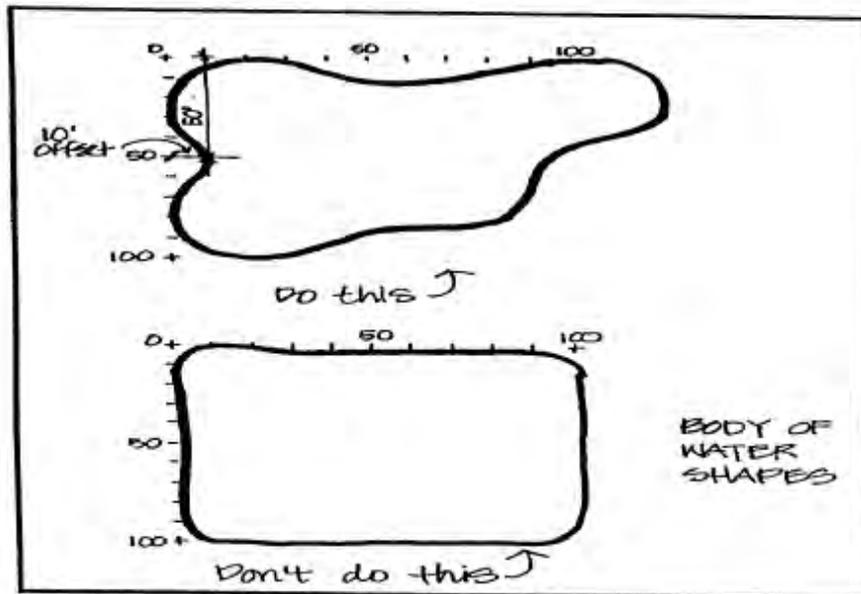


Illustration 16

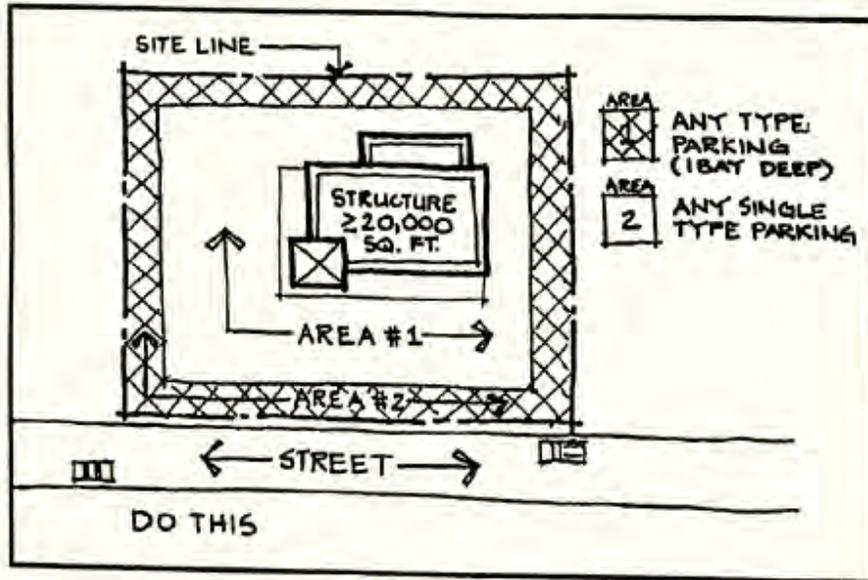


Illustration 17

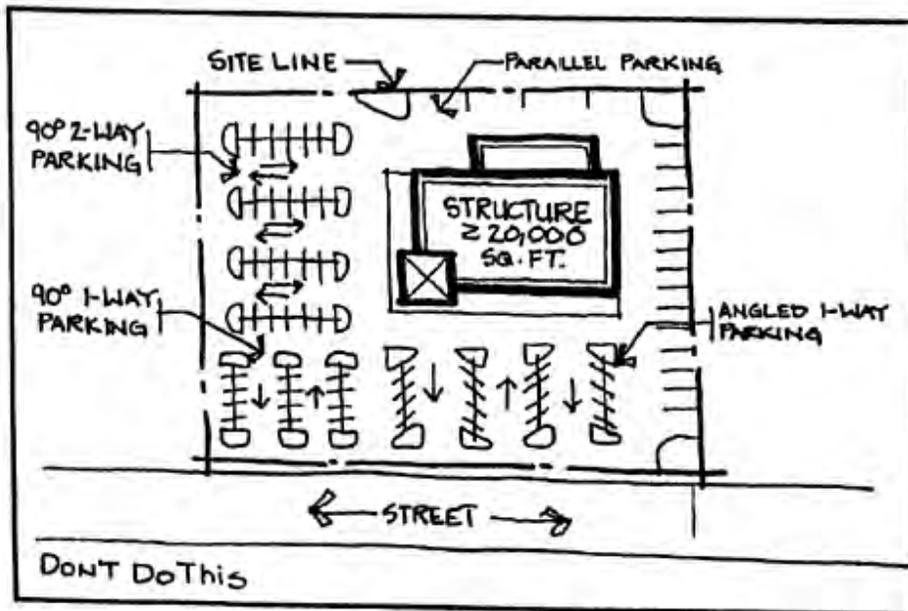


Illustration 18

SECTION II.

If any portion of this ordinance is declared invalid or unenforceable, then to the extent 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 this ordinance shall continue in full force and effect as if it were enacted without including the portion found to be invalid or unenforceable.

SECTION III.

All ordinances or parts 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 ordinances, in which case those ordinances so affected shall be hereby repealed in their entirety.

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: _____
Mayor Jay Hurley

Attest: _____
City Clerk Andi Purvis



CITY OF LEESBURG PLANNING & ZONING DIVISION RECOMMENDATIONS

PROJECT: Code of Ordinances Amendment
REQUEST: Amendment to Chapter 25 Land Development Code
Section 25-360, *Architectural and Design Standards*
CASE NO.: AMDT-16-102
MEETING DATE: August 18, 2016

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of the request

Summary

The City Commission has requested Architectural and Design Standard regulations be added to the City's Code of Ordinances for the purpose improving the aesthetics of the City of Leesburg. The intent of this code provision is to respond to the Commission's request by providing a tool to enhance the look of our corridors by promoting visually attractive development of these areas. To this end, Staff has developed the attached Section 25-360 *Architectural and Design Standards*.

The locations impacted in this ordinance will be the major corridors located in commercial, multi-family, and professional office development in specific zoning districts. These standards are not intended to apply to industrial development.

The addition of Section 25-360 "*Architectural and Design Standards*," will allow development that is aesthetically pleasing and compatible with the desired community character of the City of Leesburg. This amendment is consistent with the City's adopted Comprehensive Plan, Goal Future Land Use Goal 1.4, which refers to protection of "the architectural and environmental character of the City through compatible, high quality, and environmentally sensitive development practices, and recognizes the City's role as a regional hub of commerce and employment."

Action Requested

Vote to approve the referenced amendment to the Code of Ordinances, Chapter 25 Land Development Code, as presented and forward to the City Commission for consideration.



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

DATE: August 15, 2016
PROJECT: Ordinance Amendment
REQUEST: To establish criteria for design standards in commercial, multi-family and professional zoning districts
CASE NO.: AMDT-16-102

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comment received as of Friday, August 12th, 2016.

FIRE

No comment received as of Friday, August 12th, 2016.

ELECTRIC

I was looking this over and noticed the section on lighting. On page 17, section c, they mention heights of poles. We actually go as high as 40' mounting height in parking lots, if we do lighting. Our typical height on pedestrian areas is 16', but we can go as high as 30' poles. This may need to be updated to reflect that.

Steven C. Davis, Electric Service Planner, Supervisor; Friday, August 12th, 2016.

WATER DISTRIBUTION

No comment received as of Friday, August 12th, 2016.

WATER BACKFLOW

Water Backflow has no issues.

Helga Bundy, Lead Operator, Public Works, Water Treatment Division, 7/8/2016.

STORMWATER

Wastewater and Stormwater have no issues with the changes.

Robert Beard, Operations Supervisor, Wastewater Collections, July 8, 2016.

DEPARTMENTAL REVIEW SUMMARY

Ordinance Amendment Creating Design Standards – AMDT 16-102

WASTEWATER

Wastewater and Stormwater have no issues with the changes.
Robert Beard, Operations Supervisor, Wastewater Collections, July 8, 2016.

GAS

No comment received as of Friday, August 12th, 2016.

GIS

No comment received as of Friday, August 12th, 2016.

BUILDING

No comment received as of Friday, August 12th, 2016.

ENGINEERING/PUBLIC WORKS/SURVEY

No comment received as of Friday, August 12th, 2016.

ADDRESSING

No comment received as of Friday, August 12th, 2016.

ECONOMIC DEVELOPMENT

No comment received as of Friday, August 12th, 2016.

COMMUNICATIONS UTILITY

No comment from the Communications Utility.
Jim Lemberg, July 8, 2015.

PUBLIC RESPONSES

Approval:

No comment received as of Friday, August 12th, 2016.

Disapproval:

No comment received as of Friday, August 12th, 2016.

General Comments:

No comment received as of Friday, August 12th, 2016.



DRAFT SUMMARY MINUTES OF THE REGULAR MEETING
OF THE PLANNING COMMISSION
CITY COMMISSION CHAMBERS, CITY HALL
THURSDAY, AUGUST 18, 2016 - 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, August 18th, 2016, in the Commission Chambers at City Hall. Chairman James Argento called the meeting to order at 4:30 p.m.

The following Commission members were present:

James Argento - Chairman
Don Lukich
Frazier Marshall
Agnes Berry
Clell Coleman
Ted Bowersox
Charles Townsend

City staff in attendance included Dan Miller, Planning & Zoning Manager, Kandi Harper, Senior Planner, and Billie Shell, Administrative Assistant II.

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

The Draft Summary Minutes of the Planning Commission Meeting on Thursday, May 19th, 2016, and the Planning Commission Meeting on Thursday, July 21st, 2016 were unanimously approved, without changes, by the Planning Commission.

Dan Miller, Planning & Zoning Manager, informed the audience of the rules of participation and the need to sign the speaker's registry if anyone chooses to speak for or against any case being heard.

Billie Shell, Administrative Assistant II swore in staff as well as anyone wishing to speak.

Chairman Argento called for the first case under new business.

NEW BUSINESS

1. PUBLIC HEARING – AMDT-16-102 – ORDINANCE ESTABLISHING DESIGN STANDARDS FOR COMMERCIAL, MULTI-FAMILY AND PROFESSIONAL ZONING DISTRICTS

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, AMENDING THE CODE OF ORDINANCES CHAPTER 25, BY ADDING SECTION 25-360 CRITERIA FOR COMMERCIAL, MULTI-FAMILY AND PROFESSIONAL ZONING DISTRICTS; PROVIDING FOR EXEMPTIONS; REPEALING CONFLICTING ORDINANCES; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE. (CITY COMMISSION DATES – 1ST READING ON SEPTEMBER 12TH, 2016 AND 2ND READING ON SEPTEMBER 26TH, 2016)

Planning and Zoning manager, Dan Miller introduced the Amendment as having been briefly discussed in the Planning Commission Workshop held on Thursday, June 16th, 2016, and presented in the Planning Commission Meeting held on July 21st, 2016.

Summarizing the Amendment, Mr. Miller stated that the City Commission has requested this Ordinance in an effort to enhance the overall visual appearance of City along the City’s main corridors (US Highway 441, US Highway 27, County Road 44 (Main St., and S. Dixie Ave.)

Mr. Miller added the amended Ordinance had been substantially changed from that had been previously presented, effecting the existing RP, C1, C2, and C3, etc. (see pg. 2 of the Ordinance for more specific zoning codes). The amended Ordinance would not apply to industrial developments, or Planned Unit Developments, as PUDs normally have their own negotiated standards within the PUD documents.

Mr. Miller also stated items 1-10 (within the Ordinance) would apply to ALL buildings, if NEW (just being constructed). The same items 1-10 would apply to existing buildings if the change were to 20% of the square footage of the building, or 50% or more of the value of the building is being renovated.

Mr. Miller further added that buildings (along the major arteries) will be divided into three (3) classes:

- Class 1 0-4999 square ft.
- Class 2 4999-20,000 square ft.
- Class 3 20,000-74,999 square ft.

Buildings greater than 75,000 square ft. would fall under the “Big Box” standards previously established.

With no further input from City Staff, Chairman Argento invited the Commissioners to discuss.

Discussion amongst the Commissioners included why the downtown area was not included in the amended Ordinance, the possibility of filing for a variance if/when required, and clarification that the

Ordinance would apply to exterior changes only.

Other concerns were what effect the Ordinance would have on those purchasing properties within these areas, as well as, the clause regarding visibility “within 500 ft. from the road or right of way”.

City Staff explained the downtown area is not included in the amended Ordinance due to being in the Historic District. The Historic District is governed by Standards specific for the Historic District, and covered in Chapter 30 of the Zoning Codes.

Attorney Morrison added the amended Ordinance would have no effect until the property owner would want to do something with any building on the property.

City Staff requested permission of the Commission to make minor changes to the proposed Amendment, i.e. grammatical errors, adding Appendix A, deleting “within 500 ft. of road or right of way” clause, changing the clause to “visible from the roadway”. Permission to make minor changes was granted.

With no further discussion, Chairman Argento requested a motion for approval or denial.

Commissioner Lukich made a MOTION to APPROVE WITH CHANGES case # AMDT-16-102 - ORDINANCE ESTABLISHING DESIGN STANDARDS FOR COMMERCIAL, MULTI-FAMILY AND PROFESSIONAL ZONING DISTRICTS. Commissioner Townsend SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 7-0.

DISCUSSION ITEMS

Planning Commissioner Term Expirations, Appointments (re-appointments) and Applications (expirations are Chairman Argento, Commissioner Lukich, and Commissioner Townsend)

Reminder that the first September City Commission meeting is scheduled for September 12th, 2016 (all Planning Commissioner applications should be submitted at that meeting)

Citizens that have expressed an interest in the vacancies for the Planning Commissioner positions are Stewart Kaplan (Planning Commission alternate), Wiley Hamilton (Prime Electric) and Jay Matt Maddox (Southern Gourmet Café)

ANNOUNCEMENTS

NONE

ADJOURNMENT

Approximately 5:52 p.m.

James Argento, Chairman

Billie Shell
Administrative Assistant II



AGENDA MEMORANDUM

Item No: 6G.

Meeting Date: September 12, 2016

From: Dan Miller, Planning & Zoning Manager

Subject: SPUD (Small Planned Unit Development) rezoning, Lakes & Hills Presbyterian Church, U.S. 27 and English Road

Staff Recommendation

The Planning Staff and the Planning Commission recommend approval of the proposed rezoning for the subject property from PUD (Planned Unit Development) to SPUD (Small Planned Unit Development).

Analysis

The project site is approximately 2.63 acres, and is generally located at the southeast intersection of U.S. Highway 27 and English Road. as shown on the attached Locator Map. The present zoning on this property is PUD (Planned Unit Development). The property is currently undeveloped. The proposed use for a church and church related facilities. The surrounding zoning designations are Lake County C-2 (Community Commercial) to the north, County C-1 (Neighborhood Commercial) to the south, PUD (Planned Unit Development) to the east and C-3 (Highway Commercial) to the west. The Future Land Use Map designation is General Commercial.

The proposed zoning district of SPUD (Small Planned Unit Development) is compatible with the zoning of adjacent and nearby properties in the area and with the future land use designation of City General Commercial. The proposed zoning is appropriate for the location and does not appear to create a detriment to the surrounding properties.

By a vote of 7 to 0 on August 18, 2016, the Planning Commission voted to recommend approval.

Options:

1. Approve the proposed rezoning to City (Small Planned Unit Development) thereby allowing consistent zoning and development standards for this property.
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

A positive fiscal impact is anticipated through additional ad valorem tax revenues as the property is developed.

Submission Date and Time: 9/12/2016 9:17 AM

Department: <u>Comm Dev, P&Z</u> Prepared by: <u>Dan Miller, P&Z Mgr</u> Attachments: Yes <input type="checkbox"/> No <input type="checkbox"/> Advertised: <input 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 _____ Finance Dept. _____ Deputy C.M. <u>MWR</u> Submitted by: City Manager _____	Account No. _____ Project No. _____ WF No. _____ Budget _____ Available _____
--	--	---

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, REZONING APPROXIMATELY 2.63 +/- ACRES FOR A PROPERTY GENERALLY LOCATED ON THE SOUTHEAST CORNER OF U.S. HIGHWAY 27 AND ENGLISH ROAD, FROM PUD (PLANNED UNIT DEVELOPMENT) TO SPUD (SMALL PLANNED UNIT DEVELOPMENT) TO ALLOW FOR A CHURCH AND CHURCH RELATED USES; AND PROVIDING AN EFFECTIVE DATE. (LAKES & HILLS PRESBYTERIAN CHURCH)

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

Section 1.

Based upon the petition of Lakes and Hills, Holdings LLC, (James P. Senatore, agent) the petitioner of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from PUD (Planned Unit Development) to SPUD (Small Planned Unit Development), to-wit:

(Legal Description)
(See Exhibit B)

Section 2.

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

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the _____ day of _____, 2016.

THE CITY OF LEESBURG

By: _____
Jay Hurley, Mayor

ATTEST:

J. Andi Purvis, City Clerk

LAKES AND HILLS HOLDINGS, LLC.
REZONING TO SPUD (SMALL PLANNED UNIT DEVELOPMENT)
PLANNED DEVELOPMENT CONDITIONS
August 18, 2016

These Planned Development Conditions for a SPUD (Small Planned Unit Development) District are granted by the City of Leesburg, Florida to Lakes and Hills Holdings, LLC, "Permittee" for the purposes and terms and conditions as set forth herein pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 Planned Development Process of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND

The "Permittee" has submitted an application requesting a SPUD (Small Planned Unit Development) zoning district for a house of worship and associated uses on an approximately 2.63-acre site within the City of Leesburg in accordance with their Planned Development application and supplemental information. The property is currently zoned PUD (Planned Unit Development).

PURPOSE

The purpose of this document is to provide appropriate zoning standards to maintain a high quality built environment through the application of flexible and diversified land use and development requirements. The request is to amend the existing zoning to SPUD (Small Planned Unit Development) to allow for the Lakes and Hills Holdings, LLC, a house of worship, along with generally associated church uses such as a day care.

1. PERMISSION

Permission is hereby granted to Lakes and Hills Holdings, LLC to operate and maintain a SPUD (Small Planned Unit Development) development in and on real property in the City of Leesburg, subject the conditions spelled out in this document. The property is generally located on the east side of U.S. Highway 27 and south of English Road. The property is more particularly described as shown in the attached legal description below.

2. LEGAL DESCRIPTION

See attached legal Exhibit "B"

3. LAND USES

The above-described property shall be used for SPUD (Small Planned Unit Development) uses as limited herein, and pursuant to City of Leesburg development codes and standards.

A. Uses

1) Uses shall be those listed as permitted uses in this document and shall occupy the

approximate area as shown on the Conceptual Site Plan, Exhibit C.

- 2) Permitted uses shall be as follows:
 - a. House of Worship
 - b. Other uses associated with a house of worship, including offices, educational uses, day care.
 - c. Other uses may be allowed by written interpretation by the Planning & Zoning Manager for uses not noted herein, but commonly associated with a house of worship.

- 3) Uses prohibited shall be as follows:
 - a. retail sales with alcohol
 - b. automotive uses
 - c. convenience stores
 - d. rehab centers (including drug and alcohol)
 - e. outdoor recreation
 - f. crematoriums
 - g. package store (alcohol)
 - h. gas station
 - i. commercial car wash
 - j. thrift stores
 - k. transient accommodations
 - l. truck stops
 - m. passenger terminals
 - n. light or heavy industrial uses
 - o. stockpiling
 - p. all waste related services
 - q. Other similar uses which are not considered related to a house of worship, day care, or educational use in character or intensity, which may adversely impact the adjoining properties due to traffic, noise, dust, etc.

4. **SITE ACCESS**

- A. Access to the property shall be from English Road. Prior to development, all access points shall be subject to permitting through the City of Leesburg, Lake County or the Florida Department of Transportation as required by law.

5. **DEVELOPMENT STANDARDS AND OPERATIONS**

- A. The minimum development standards shall be those required for the C-3 (Highway Commercial) zoning district except as amended by these conditions and may limit the permitted uses based on site plan and parking requirements.

- B. Minimum building setbacks shall be as shown below:
 1. West (U.S. Highway 27) side: 30 feet
 2. East side: 20 feet
 3. North (English Road) side: 20 feet

4. South side: 15 feet
- C. Maximum building height shall be three (3) stories or forty (40) feet.
- D. Impervious surface of the lot shall not exceed 80% of the total lot area. Minimum open space shall be 20% of the total lot area. Retention and landscape areas may be counted as pervious space.
- E. Accessory structures shall have a minimum side yard setback of five (5 feet).
- F. All signs placed or constructed on the property shall comply with Article VI- Sign Regulations, Section 25-421 through Section 25-426, City of Leesburg Code of Ordinances, as amended.
- G. All operations shall be carried on entirely within an enclosed structure, except as permitted under accessory uses of Section 25-284, City of Leesburg Code of Ordinances, as amended.

6. **ARCHITECTURAL STANDARDS**

A. Architectural Theme

1. All buildings shall have a common architectural theme. All sides of the building visible from U.S. Highway 27 shall be finished in the same design and materials as used in the front of the building.

B. Screening of equipment

1. Mechanical units and roof equipment should be screened from view with parapet or other screening method so that mechanical equipment is not seen from public rights-of-way and the adjacent residential property.

C. Exterior construction materials

1. Exterior building materials contribute significantly to the visual impact of a building on the community. They shall be well designed and integrated into a comprehensive design style for the project. The total exterior wall area of each building elevation shall be composed of one of the following:
 - a. at least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.
 - b. At least thirty percent (30%) full-width brick or stone, with the balance being stucco and/or a "cementitious" lap siding. (A "cementitious" lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option).
 - c. All textured stucco, provided there are unique design features such as recessed areas, tile roofs, arched windows etc. in the elevations of the

buildings or the buildings are all brick stucco. Unique design features shall be reviewed by the Community Development Director for compliance.

- d. Metal, aluminum, Masonite or vinyl siding shall not be used as a siding or finishing material for the exterior of any building constructed under the terms of this Small Planned Unit Development agreement.
- e. The Community Development Director, or designee, shall review the final exterior building design and materials based on the requirements of the Architectural Standards set forth herein, and such review shall include the adherence to the requirements of the City of Leesburg Code of Ordinances, as amended.

D. Building Façade

1. Building facades shall provide architectural relief for building walls and frontage walls facing the street. Buildings shall provide a foundation or base, typically from ground to bottom of the lower windowsills, with changes in volume or material. A clear visual division shall be maintained between ground level floors and upper floors on multi-story buildings.

E. Design Variations

1. Other similar design variations meeting the intent of this section may be approved at the discretion of the Planning and Zoning Manager.

7. PARKING

- A. Adequate parking for each use approved shall be provided in accordance with Section 25-361, Requirements for on-site traffic flow and parking, City of Leesburg Code of Ordinances, as amended. Parking requirements may limit the permitted uses on the subject property.

8. WETLANDS

- A. No wetlands appear to exist on the subject property. Should wetlands exist on the site, the following requirements shall apply. Prior to disturbance or development of any wetland area, the "Permittee" shall submit and receive approval from all affected governmental agencies to include, but not limited to, St. John's River Water Management District and the State of Florida Department of Environmental Regulation. Any notice of violation from any affected agency shall be cause for a cease and desist order on permits issued by the City of Leesburg until such time as the violation has been resolved with the appropriate agency(s).

9. DRAINAGE/UTILITIES/PERMITTING

- A. In the event of future redevelopment of the property, prior to receiving Final Development Plan Approval, the "Permittee" shall submit, if applicable, a Site Development Plan and Utility Implementation Plan acceptable to the City of Leesburg.

Prior to removal, renovation or demolition of any existing development on the site, the permittee shall provide:

- 1) A detailed site plan demonstrating no direct discharge of stormwater runoff generated by the development into any natural surface waters or onto adjacent properties.
- 2) A detailed site plan indicating all provisions for electric, water, sewer, and natural gas in accordance with the site plan review process as required by the City of Leesburg Code of Ordinances.

10. TRANSPORTATION

- A. Any future transportation improvements needed for redevelopment of the property shall be based on a current traffic analysis and shall be contingent upon Site Plan approval of the project site by City staff during the development review and permitting process. All such improvements shall comply with regulations of the City of Leesburg, Lake County, Lake-Sumter MPO, and/or the Florida Department of Transportation as applicable.
- B. The Permittee shall be responsible for obtaining all necessary Lake County and City of Leesburg permits for future development of the project site and a copy of all permits shall be provided to the City of Leesburg prior to construction plan approval.

11. LANDSCAPING AND BUFFER REQUIREMENTS

- A. General landscape and buffer requirements
 1. A master landscape plan shall be submitted during the Site Plan Review Process for review by City staff. This plan shall show all buffer/boundary areas, parking lots, access points and new construction, and shall be reviewed for consistency with this SPUD document and City of Leesburg landscape code requirements.
 2. All landscaped areas shall be designed to meet Section 25-337, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.
 3. All required landscaping and buffering shall be constructed in accordance with regulations contained within the City of Leesburg Code of Ordinances, including the following:
 - i. A fifteen (15) to twenty-five (25) foot street-side landscape buffer shall be constructed on the western boundary of the property along U.S. Highway 27 as required by the City of Leesburg Code of Ordinances.
 - ii. A ten (10) foot natural landscape buffer shall be required along the eastern property line, or said buffer may be planted in a manner to meet the requirements of the City of Leesburg Code of Ordinances. Vehicular parking and construction shall not be permitted within the buffer areas.

- iii. A six (6) foot wall made of concrete, brick, stucco or other solid material; or a solid PVC fence, with a maximum height of eight (8) feet, shall be constructed along eastern property line to serve as a visual buffer from the adjacent properties.
- B. Street side landscape and buffers
- 1. In accordance with an approved site/landscape plan, and where applicable, for each one hundred (100) linear feet, or fraction thereof of street-side boundary area, the following plants shall be provided in accordance with the planting standards and requirements of the City of Leesburg Code of Ordinances. These plantings shall meet or exceed the requirements the following,
 - a. Shrubbery at a rate of 30" on center, a minimum of 18"-24" tall at planting.
 - b. Two (2) canopy or three (3) ornamental/understory trees, per 100 linear feet. These plantings shall be selected from the approved lists of trees and shrubs shown in Section 25-328 (i) (2), Landscape plants materials list, City of Leesburg, Code of Ordinances.
 - c. Ground cover, including mulch, pine bark, cedar, rock or synthetic mulch shall be used as groundcover for all required planted areas.
 - d. The remainder of the buffer areas shall be landscaped with drought tolerant grasses such as Bermuda, or Bahia, plus groundcover or other landscape treatment in accordance with the City of Leesburg Code of Ordinances.
 - e. Existing vegetation which is to remain within the required buffer shall be protected during construction.
- C. Building Landscaping
- 1. All new building construction shall comply with Section 25-329 Landscape Buffer Requirements, City of Leesburg Code of Ordinances, for landscaping around building areas, including a five (5) foot landscape buffer around the building perimeter.
- D. Parking Lot Landscaping
- 1. Parking aisles shall have landscape islands located at the end of each aisle.
 - 2. Each landscape island shall be at least 200 square feet, and contain at a minimum, one canopy or understory tree, plus shrubs and groundcover.

- E. Open Space
 - 1. A minimum of thirty (20) percent of the property shall be open space. Retention areas, buffers and landscaped areas may be used for the purpose of calculating open space. Parking areas and vehicle access areas shall not be considered in calculating open space.
- F. Variations to Landscape Requirements
 - 1. Variations to the landscape requirements of this document may be approved by the Planning and Zoning Manager as long as the intent of the landscaping section of this SPUD (Small Planned Unit Development) document is maintained.

12. **MAINTENANCE**

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

13. **MISCELLANEOUS CONDITIONS**

- A. The uses of the proposed project shall only be those uses identified in the approved Planned Development Conditions. Any other proposed use must be specifically authorized through rezoning the property, or in accordance with the Planned Development amendment process.
- B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Code of Ordinances.
- C. Construction and operation of the proposed use(s) shall at all times comply with City and other governmental agencies rules and regulations.
- D. The transfer of ownership or lease of any or all of the property described in this SPUD Agreement shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Small Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.
- E. These SPUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition herein set out.
- F. The granting of this Small Planned Unit Development does not exempt the applicant from any other applicable regulations of the City of Leesburg and other governmental agencies and assessment of impact fees as required by ordinance.

14. **LEVELS OF SERVICE**

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

LEGAL DESCRIPTION

EXHIBIT B

SPUD 16-115

Lakes & Hills Presbyterian Church

PARCEL 1:

That part of the North 500 feet of the South 646 feet of the Southeast 1/4 of the Northeast 1/4 which lies South and East of the Easterly road right-of-way of Old State Road 33 and the Westerly road right-of-way of U.S. Highway 27, in Section 34, Township 19 South, Range 24 East, Lake County, Florida.

PARCEL 2:

All that tract or parcel of land lying in a portion of Section 2, Township 20 South, Range 24 East, Lake County, Florida, being more particularly described as follows:

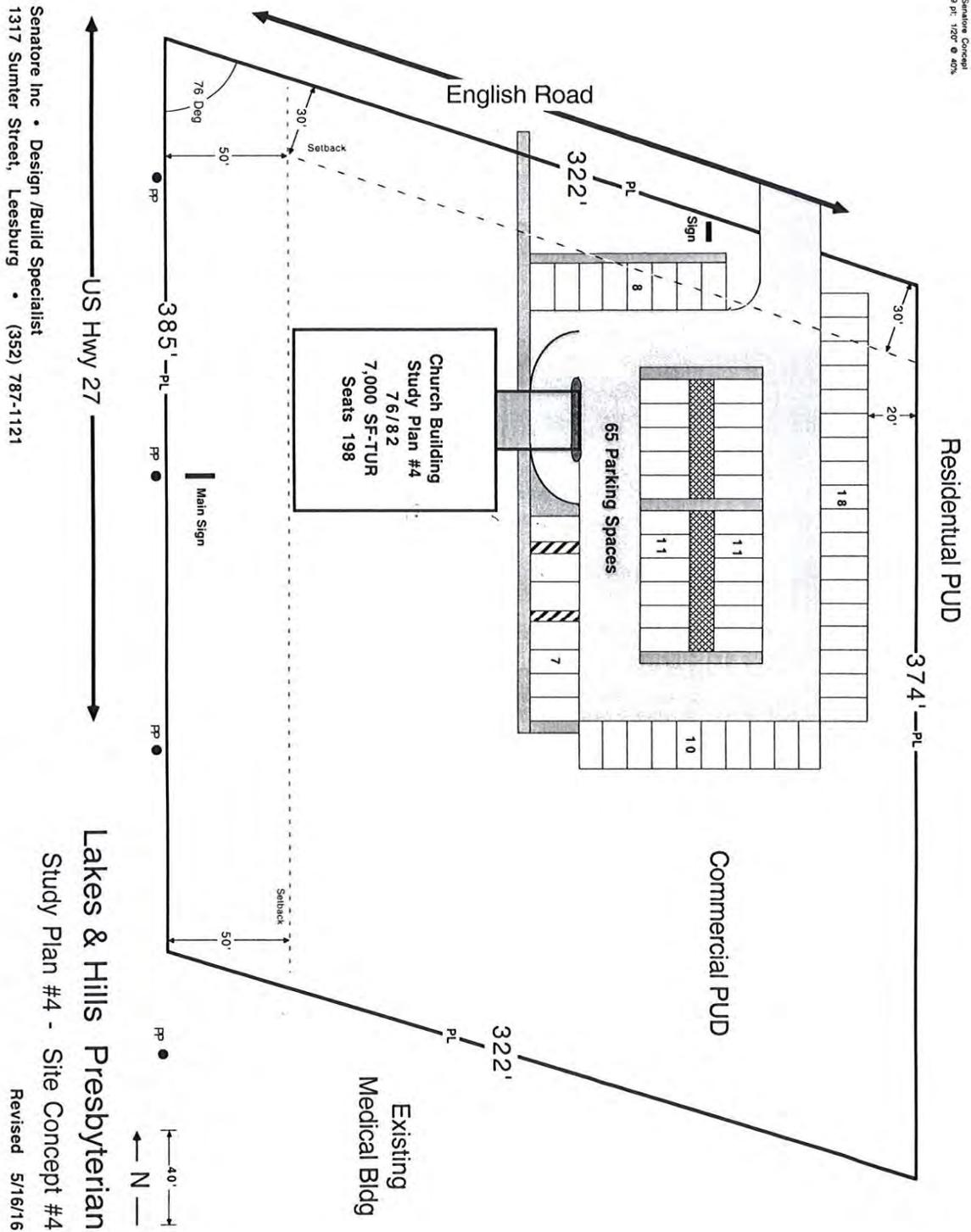
Commence at the West 1/4 corner of said Section 2, thence Southerly along the West line of Section 2, a distance of 210 feet to a point; thence South 89°22'00" East, 1551.0 feet to a point; thence South 00°00'00" East, a distance of 4.22 feet to a point; thence South 00°00'00" East, a distance of 25.78 feet to a point; thence North 88°22'00" West, a distance of 924.15 feet to the Point of Beginning; also being a point 300 feet Northeast and parallel to the Easterly right-of-way of U.S. Highway 27; thence South 18°08'31" East, a distance of 379.88 feet (chord bearing and distance) along the arc of a curve, concave Northeast, a distance of 379.75 feet, radius 5429.65, central angle 04°00'26" to a point; thence North 89°33'53" West a distance of 319.28 feet to a point on said right-of-way, having a right-of-way width of 200 feet; thence North 17°06'05" West a distance of 384.32 feet (chord bearing and distance) along the arc of a curve, concave Northeast, a distance of 384.40 feet, radius 5729.65 feet, central angle of 03°50'38" to a point; thence South 88°22'00" East a distance of 314.19 feet to the Point of Beginning.

Lake County Alternate Key: 3834026

SITE PLAN
Case No. SPUD 16-115
Lakes & Hills Presbyterian C

EXHIBIT C

Senatore Concept
 9 pr. 100' @ 40%





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

OWNER: Lakes & Hills Holdings, LLC
PETITIONER: James P. Senatore, Architect
PROJECT: Lakes & Hills Presbyterian Church
REQUEST: Rezoning to SPUD (Small Planned Unit Development)
CASE NO.: SPUD 16-115
MEETING DATE: August 18, 2016

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of the request

for the following reason(s):

1. The proposed zoning district of SPUD (Small Planned Unit Development), as conditioned and shown in "Exhibit A", is compatible with adjacent properties zoned Lake County CP (Planned Commercial) to the north; C-1 (Neighborhood Commercial) to the south; City PUD (Planned Unit Development) to the east and C-3 (Highway Commercial) to the west.
2. The proposed zoning district SPUD (Small Planned Unit Development) as conditioned and shown in the attached "Exhibit A" is compatible with the existing Future Land Use designation of General Commercial.
3. The rezoning of the subject properties is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, and Objective 1.6.
4. Rezoning the subject properties to SPUD (Small Planned Unit Development) will foster additional economic development in the area of U.S. 27 and English Road.

Action Requested:

1. Vote to approve the proposed rezoning from SPUD (Small Planned Unit Development) to SPUD (Small Planned Unit Development) with the attached Exhibits "A" through "C" and forward to the City Commission for consideration.

**LAKES AND HILLS HOLDINGS, LLC.
REZONING TO SPUD (SMALL PLANNED UNIT DEVELOPMENT)
PLANNED DEVELOPMENT CONDITIONS
August 18, 2016**

These Planned Development Conditions for a SPUD (Small Planned Unit Development) District are granted by the City of Leesburg, Florida to Lakes and Hills Holdings, LLC, "Permittee" for the purposes and terms and conditions as set forth herein pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 *Planned Development Process* of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND

The "Permittee" has submitted an application requesting a SPUD (Small Planned Unit Development) zoning district for a house of worship and associated uses on an approximately 2.63-acre site within the City of Leesburg in accordance with their Planned Development application and supplemental information. The property is currently zoned PUD (Planned Unit Development).

PURPOSE

The purpose of this document is to provide appropriate zoning standards to maintain a high quality built environment through the application of flexible and diversified land use and development requirements. The request is to amend the existing zoning to SPUD (Small Planned Unit Development) to allow for the Lakes and Hills Holdings, LLC, a house of worship, along with generally associated church uses such as a day care.

1. PERMISSION

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2. LEGAL DESCRIPTION

See attached legal Exhibit "B"

3. LAND USES

The above-described property shall be used for SPUD (Small Planned Unit Development) uses as limited herein, and pursuant to City of Leesburg development codes and standards.

A. Uses

- 1) Uses shall be those listed as permitted uses in this document and shall occupy the approximate area as shown on the Conceptual Site Plan, Exhibit C.
- 2) Permitted uses shall be as follows:
 - a. House of Worship
 - b. Other uses associated with a house of worship, including offices, educational uses, day care.

- c. Other uses may be allowed by written interpretation by the Planning & Zoning Manager for uses not noted herein, but commonly associated with a house of worship.
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5. DEVELOPMENT STANDARDS AND OPERATIONS

- A. The minimum development standards shall be those required for the C-3 (Highway Commercial) zoning district except as amended by these conditions and may limit the permitted uses based on site plan and parking requirements.
- B. Minimum building setbacks shall be as shown below:
 - 1. West (U.S. Highway 27) side: 30 feet
 - 2. East side: 20 feet
 - 3. North (English Road) side: 20 feet
 - 4. South side: 15 feet
- C. Maximum building height shall be three (3) stories or forty (40) feet.
- D. Impervious surface of the lot shall not exceed 80% of the total lot area. Minimum open space shall be 20% of the total lot area. Retention and landscape areas may be counted as pervious space.

- E. Accessory structures shall have a minimum side yard setback of five (5 feet).
- F. All signs placed or constructed on the property shall comply with *Article VI- Sign Regulations, Section 25-421 through Section 25-426*, City of Leesburg Code of Ordinances, as amended.
- G. All operations shall be carried on entirely within an enclosed structure, except as permitted under accessory uses of Section 25-284, City of Leesburg Code of Ordinances, as amended.

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A. Architectural Theme

- 1. All buildings shall have a common architectural theme. All sides of the building visible from U.S. Highway 27 shall be finished in the same design and materials as used in the front of the building.

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- 1. Mechanical units and roof equipment should be screened from view with parapet or other screening method so that mechanical equipment is not seen from public rights-of-way and the adjacent residential property.

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- 1. Exterior building materials contribute significantly to the visual impact of a building on the community. They shall be well designed and integrated into a comprehensive design style for the project. The total exterior wall area of each building elevation shall be composed of one of the following:
 - a. at least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.
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 - c. All textured stucco, provided there are unique design features such as recessed areas, tile roofs, arched windows etc. in the elevations of the buildings or the buildings are all brick stucco. Unique design features shall be reviewed by the Community Development Director for compliance.
 - d. Metal, aluminum, Masonite or vinyl siding shall not be used as a siding or finishing material for the exterior of any building constructed under the terms of this Small Planned Unit Development agreement.
 - e. The Community Development Director, or designee, shall review the final exterior building design and materials based on the requirements of the Architectural Standards set forth herein, and such review shall include the adherence to the requirements of the City of Leesburg Code of Ordinances, as amended.

D. Building Façade

1. Building facades shall provide architectural relief for building walls and frontage walls facing the street. Buildings shall provide a foundation or base, typically from ground to bottom of the lower windowsills, with changes in volume or material. A clear visual division shall be maintained between ground level floors and upper floors on multi-story buildings.

E. Design Variations

1. Other similar design variations meeting the intent of this section may be approved at the discretion of the Planning and Zoning Manager.

7. **PARKING**

- A. Adequate parking for each use approved shall be provided in accordance with Section 25-361, *Requirements for on-site traffic flow and parking*, City of Leesburg Code of Ordinances, as amended. Parking requirements may limit the permitted uses on the subject property.

8. **WETLANDS**

- A. No wetlands appear to exist on the subject property. Should wetlands exist on the site, the following requirements shall apply. Prior to disturbance or development of any wetland area, the "Permittee" shall submit and receive approval from all affected governmental agencies to include, but not limited to, St. John's River Water Management District and the State of Florida Department of Environmental Regulation. Any notice of violation from any affected agency shall be cause for a cease and desist order on permits issued by the City of Leesburg until such time as the violation has been resolved with the appropriate agency(s).

9. **DRAINAGE/UTILITIES/PERMITTING**

- A. In the event of future redevelopment of the property, prior to receiving Final Development Plan Approval, the "Permittee" shall submit, if applicable, a Site Development Plan and Utility Implementation Plan acceptable to the City of Leesburg. Prior to removal, renovation or demolition of any existing development on the site, the permittee shall provide:
 - 1) A detailed site plan demonstrating no direct discharge of stormwater runoff generated by the development into any natural surface waters or onto adjacent properties.
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10. **TRANSPORTATION**

- A. Any future transportation improvements needed for redevelopment of the property shall be based on a current traffic analysis and shall be contingent upon Site Plan approval of the project site by City staff during the development review and permitting process. All such improvements shall comply with regulations of the City of Leesburg, Lake County, Lake-Sumter MPO, and/or the Florida Department of Transportation as applicable.
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be provided to the City of Leesburg prior to construction plan approval.

11. LANDSCAPING AND BUFFER REQUIREMENTS

- A. General landscape and buffer requirements
1. A master landscape plan shall be submitted during the Site Plan Review Process for review by City staff. This plan shall show all buffer/boundary areas, parking lots, access points and new construction, and shall be reviewed for consistency with this SPUD document and City of Leesburg landscape code requirements.
 2. All landscaped areas shall be designed to meet Section 25-337, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.
 3. All required landscaping and buffering shall be constructed in accordance with regulations contained within the City of Leesburg Code of Ordinances, including the following:
 - i. A fifteen (15) to twenty-five (25) foot street-side landscape buffer shall be constructed on the western boundary of the property along U.S. Highway 27 as required by the City of Leesburg Code of Ordinances.
 - ii. A ten (10) foot natural landscape buffer shall be required along the eastern property line, or said buffer may be planted in a manner to meet the requirements of the City of Leesburg Code of Ordinances. Vehicular parking and construction shall not be permitted within the buffer areas.
 - iii. A six (6) foot wall made of concrete, brick, stucco or other solid material; or a solid PVC fence, with a maximum height of eight (8) feet, shall be constructed along eastern property line to serve as a visual buffer from the adjacent properties.
- B. Street side landscape and buffers
1. In accordance with an approved site/landscape plan, and where applicable, for each one hundred (100) linear feet, or fraction thereof of street-side boundary area, the following plants shall be provided in accordance with the planting standards and requirements of the City of Leesburg Code of Ordinances. These plantings shall meet or exceed the requirements the following,
 - a. Shrubbery at a rate of 30” on center, a minimum of 18”-24” tall at planting.
 - b. Two (2) canopy or three (3) ornamental/understory trees, per 100 linear feet. These plantings shall be selected from the approved lists of trees and shrubs shown in Section 25-328 (i) (2), *Landscape plants materials list*, City of Leesburg, Code of Ordinances.
 - c. Ground cover, including mulch, pine bark, cedar, rock or synthetic mulch shall be used as groundcover for all required planted areas.
 - d. The remainder of the buffer areas shall be landscaped with drought tolerant grasses such as Bermuda, or Bahia, plus groundcover or other landscape treatment in accordance with the City of Leesburg Code of Ordinances.
 - e. Existing vegetation which is to remain within the required buffer shall be protected during construction.

- C. Building Landscaping
 - 1. All new building construction shall comply with Section 25-329 *Landscape Buffer Requirements*, City of Leesburg Code of Ordinances, for landscaping around building areas, including a five (5) foot landscape buffer around the building perimeter.
- D. Parking Lot Landscaping
 - 1. Parking aisles shall have landscape islands located at the end of each aisle.
 - 2. Each landscape island shall be at least 200 square feet, and contain at a minimum, one canopy or understory tree, plus shrubs and groundcover.
- E. Open Space
 - 1. A minimum of thirty (20) percent of the property shall be open space. Retention areas, buffers and landscaped areas may be used for the purpose of calculating open space. Parking areas and vehicle access areas shall not be considered in calculating open space.
- F. Variations to Landscape Requirements
 - 1. Variations to the landscape requirements of this document may be approved by the Planning and Zoning Manager as long as the intent of the landscaping section of this SPUD (Small Planned Unit Development) document is maintained.

12. MAINTENANCE

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

13. MISCELLANEOUS CONDITIONS

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

upon the present owner and any successor, and shall be subject to each and every condition herein set out.

- F. The granting of this Small Planned Unit Development does not exempt the applicant from any other applicable regulations of the City of Leesburg and other governmental agencies and assessment of impact fees as required by ordinance.

14. LEVELS OF SERVICE

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

PARCEL 1:

That part of the North 500 feet of the South 646 feet of the Southeast 1/4 of the Northeast 1/4 which lies South and East of the Easterly road right-of-way of Old State Road 33 and the Westerly road right-of-way of U.S. Highway 27, in Section 34, Township 19 South, Range 24 East, Lake County, Florida.

PARCEL 2:

All that tract or parcel of land lying in a portion of Section 2, Township 20 South, Range 24 East, Lake County, Florida, being more particularly described as follows:

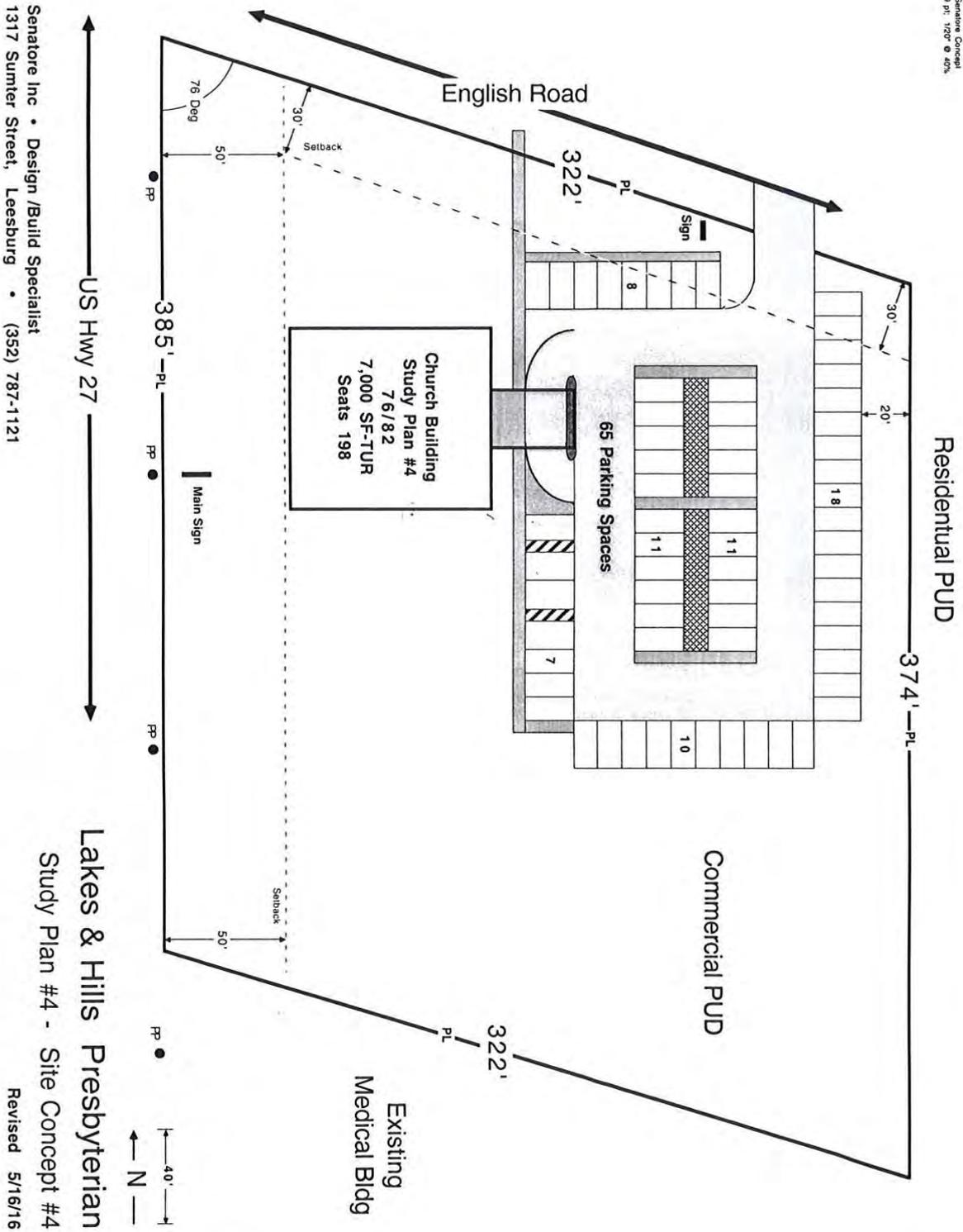
Commence at the West 1/4 corner of said Section 2, thence Southerly along the West line of Section 2, a distance of 210 feet to a point; thence South 89°22'00" East, 1551.0 feet to a point; thence South 00°00'00" East, a distance of 4.22 feet to a point; thence South 00°00'00" East, a distance of 25.78 feet to a point; thence North 88°22'00" West, a distance of 924.15 feet to the Point of Beginning; also being a point 300 feet Northeast and parallel to the Easterly right-of-way of U.S. Highway 27; thence South 18°08'31" East, a distance of 379.88 feet (chord bearing and distance) along the arc of a curve, concave Northeast, a distance of 379.75 feet, radius 5429.65, central angle 04°00'26" to a point; thence North 89°33'53" West a distance of 319.28 feet to a point on said right-of-way, having a right-of-way width of 200 feet; thence North 17°06'05" West a distance of 384.32 feet (chord bearing and distance) along the arc of a curve, concave Northeast, a distance of 384.40 feet, radius 5729.65 feet, central angle of 03°50'38" to a point; thence South 88°22'00" East a distance of 314.19 feet to the Point of Beginning.

Lake County Alternate Key: 3834026

SITE PLAN
Case No. SPUD 16-115
Lakes & Hills Presbyterian Church

EXHIBIT C

Senatoria Concept
 9 PL 102' @ 40%



Senatoria Inc • Design /Build Specialist
 1317 Sunter Street, Leesburg • (352) 787-1121

Lakes & Hills Presbyterian
 Study Plan #4 - Site Concept #4
 Revised 5/16/16



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

DATE: August 12, 2016

OWNER: Regional Assets Services Corporation (SELLER)

PETITIONER: Lakes & Hills LLC / James Senatore, Architect

PROJECT: SPUD (Small Planned Unit Development)

REQUEST: To amendment the Planned Unit Development to allow for a house of worship (church and related activities).

CASE NO.: SPUD-16-115

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comment received as of Friday, August 12th, 2016.

FIRE

No comment received as of Friday, August 12th, 2016.

ELECTRIC

Electric has no objections.
Steven C. Davis, Electric Service Planner Supervisor; 8/8/2016.

WATER DISTRIBUTION

Water is available along the western property line.
The site will need to install water backflow.
Darel Craine, Deputy Director of Public Works, Water Administration; 8/3/2016

WATER BACKFLOW

The site will need to install water backflow.
Darel Craine, Deputy Director of Public Works, Water Administration; 8/3/2016

STORMWATER

Stormwater will be site specific.
Darel Craine, Deputy Director of Public Works, Water Administration; 8/3/2016

WASTEWATER

Wastewater is available, however there may be a requirement for installation of a lift station depending

DEPARTMENTAL REVIEW SUMMARY

Lakes & Hills Presbyterian Church, LLC – SPUD-16-115

on elevations. Off-site improvements may be required for connection.

Darel Craine, Deputy Director of Public Works, Water Administration; 8/3/2016

GAS

I have no issues with theses.

Jessie Cummins, Field Operations Supervisor, Natural Gas Dept.; 8/8/2016

GIS

No comment received as of Friday, August 12th, 2016.

BUILDING

No comment received as of Friday, August 12th, 2016.

ENGINEERING/PUBLIC WORKS/SURVEY

No comment received as of Friday, August 12th, 2016.

ADDRESSING

No comment received as of Friday, August 12th, 2016.

ECONOMIC DEVELOPMENT

No comment received as of Friday, August 12th, 2016.

COMMUNICATIONS UTILITY

No comment received as of Friday, August 12th, 2016.

Jim Lemberg, 7/7/2016.

PUBLIC RESPONSES

Approval:

No comment received as of Friday, August 12th, 2016.

Disapproval:

No comment received as of Friday, August 12th, 2016.

General Comments:

No comment received as of Friday, August 12th, 2016.



DRAFT SUMMARY MINUTES OF THE REGULAR MEETING
OF THE PLANNING COMMISSION
CITY COMMISSION CHAMBERS, CITY HALL
THURSDAY, AUGUST 18, 2016 - 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, August 18th, 2016, in the Commission Chambers at City Hall. Chairman James Argento called the meeting to order at 4:30 p.m.

The following Commission members were present:

James Argento - Chairman
Don Lukich
Frazier Marshall
Agnes Berry
Clell Coleman
Ted Bowersox
Charles Townsend

City staff in attendance included Dan Miller, Planning & Zoning Manager, Kandi Harper, Senior Planner, and Billie Shell, Administrative Assistant II.

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

The Draft Summary Minutes of the Planning Commission Meeting on Thursday, May 19th, 2016, and the Planning Commission Meeting on Thursday, July 21st, 2016 were unanimously approved, without changes, by the Planning Commission.

Dan Miller, Planning & Zoning Manager, informed the audience of the rules of participation and the need to sign the speaker's registry if anyone chooses to speak for or against any case being heard.

Billie Shell, Administrative Assistant II swore in staff as well as anyone wishing to speak.

Chairman Argento called for the first case under new business.

NEW BUSINESS

1. PUBLIC HEARING CASE # SPUD-16-115 LAKES AND HILLS PRESBYTERIAN CHURCH SMALL PLANNED UNIT DEVELOPMENT

AN ORDINANCE OF THE CITY OF LEESBURG, REZONING 2.63+/- ACRES FOR A PROPERTY GENERALLY LOCATED ON THE SOUTHEAST CORNER OF US HIGHWAY 27 AND ENGLISH ROAD, FROM SPUD (SMALL PLANNED UNIT DEVELOPMENT) TO SPUD (SMALL PLANNED UNIT DEVELOPMENT) TO ALLOW FOR A CHURCH AND RELATED USES, AS LEGALLY DESCRIBED IN SECTION 02, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES – 1ST READING ON SEPTEMBER 12TH, 2016 AND SEPTEMBER 26TH, 2016)**

Dan Miller, Planning and Zoning Manager introduced case number #SPUD-16-115 for the record and provided background information regarding the site.

Kandi Harper entered the exhibits into the record and presented the overhead exhibits.

Exhibit items included the staff summary, departmental review summary, staff recommendations, aerial map, land use and zoning map, CRA map, site photos, and conceptual site plan.

Kandi Harper utilized a power point presentation to demonstrate the area of the proposed site, noting that the surrounding land use is currently zoned as commercial, professional and single family residential.

Mr. Miller indicated there were no substantial comments from other Departments within the City, however, the Building Division will require that all building codes be met for the proposed 7000 square foot building on 2.63 acres, located at the corner of US Highway 27 and English Road.

Dan Miller read Staff Recommendations for approval into the record as follows:

- Compatible with the City's future land uses designated for the area, and is consistent with the City's growth management plan
- Compatible with the adjacent zoning classifications of commercial, professional, and single family residential and does not appear to have a detrimental impact on the surrounding properties

Chairman Argento opened the meeting for audience participation, asking the applicant or representative for the applicant to step forward to speak first.

Representative for the applicant, Jamie Senatore spoke on behalf of the Lakes and Hills Presbyterian Church. Mr. Senatore stated that the church would be a small or medium size church building initially.

Mr. Senatore added that the church would also provide a nice visual entry into the City, enhancing the current City Scape projects recently completed within the City.

With no further comment, Chairman Argento opened the discussion to the Planning Commissioners

for their questions/concerns.

Commissioner Lukich expressed concerned if the 2.63 acres would be large enough for the church building and a parking lot to accommodate its membership.

Mr. Senatore referred to the site plan, stating there are properties to the east that could be purchased should the church choose to enlarge.

Attorney Morrison stated there had been a gas station on the property in the 1950's, and inquired if an Environmental Site Assessment had been done on the property.

Mr. Senatore explained he was not aware of any structure having been on this particular property, however, if the church moves forward with their plans, they would comply with any requests the bank would require (for such an Assessment).

With no further questions from the Planning Commission, Chairman Argento opened the meeting to public comment.

Several meeting attendees spoke in opposition of the proposed Church site.

Residents expressed concerns regarding the egress on English Rd., as well as, pedestrian safety due to no sidewalks on English Rd., or US Highway 27. Overall safety was a concern, due to the current speed limit of 55MPH.

Additional concerns included the duration of the construction time for building the church, and the potential changes (if any) to the roadways, before and after construction.

Another concerned citizen spoke against the case stating that in general, churches seem to create issues for the property owners who own vacant properties adjacent to the church's property.

Without further comment from the audience, Chairman Argento closed the discussion asking for a motion to approve or deny.

Commissioner Lukich made a MOTION for APPROVAL of case #SPUD-16-115 – LAKES & HILLS PRESBYTERIAN CHURCH. Commissioner Bowersox SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 7-0

Chairman Argento called for the second case of new business be brought forward.

ANNOUNCEMENTS

NONE

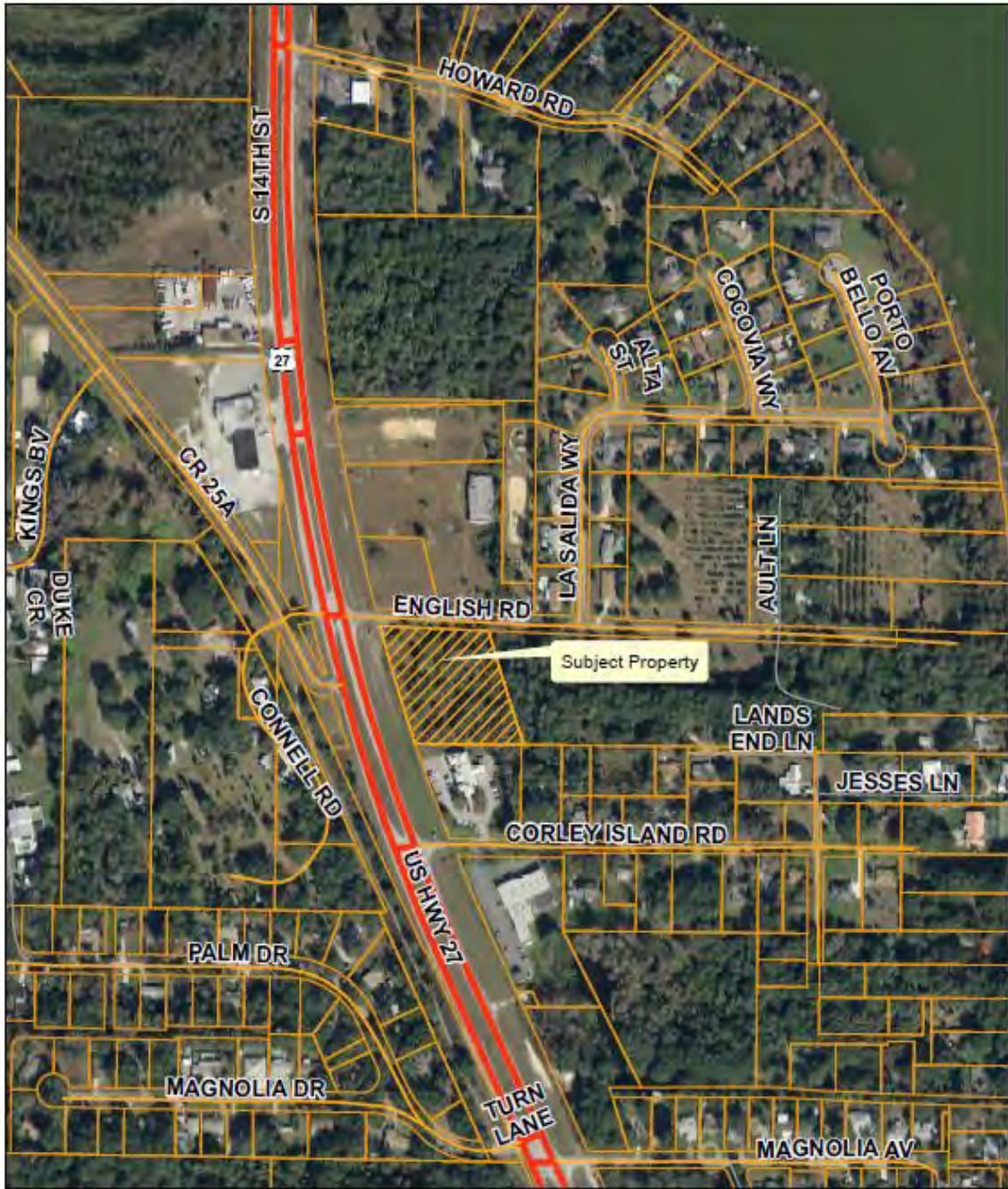
ADJOURNMENT

Approximately 5:52 p.m.

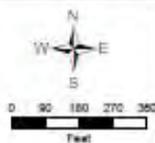
James Argento, Chairman

Billie Shell
Administrative Assistant II

Locator



Planning
& Zoning
Division



SPUD 16-115
Lakes and Hills Presbyterian Church
AK #: 3834026

Zoning



Planning
& Zoning
Division



SPUD 16-115; 2.63 Acres
Lakes and Hills Presbyterian Church
AKF. 3834026

Lake County Zoning



Planning
& Zoning
Division



SPUD 16-115
Lakes and Hills Presbyterian Church
AK #: 3834026

Future Land Use



Planning
& Zoning
Division



SPUD 16-115; 2.63 Acres
Lakes and Hills Presbyterian Church
AK#: 3834026

Lake County Future Land Use



Planning
& Zoning
Division



SPUD 16-115
Lakes and Hills Presbyterian Church
AK #: 3834026

Wetlands and Flood Zones



Planning
& Zoning
Division



SPUD 16-115; 2.63 Acres
Lakes and Hills Presbyterian Church
AKK- 3834026

Surrounding Land Uses



Planning
& Zoning
Division



SPUD 16-115
Lakes and Hills Presbyterian Church
AK #: 3834026



Staff posted the site along US 27.



View looking south along US 27.



View looking north along US 27.



View looking west along across US 27 from the property.



Staff posted the property along English Road.



View looking east along English Road.



View looking west along English Road toward US 27.



View looking east into the property.



AGENDA MEMORANDUM

Item No: 6H.
Meeting Date: September 12, 2016
From: William Spinelli, CPA, Finance Director
Subject: Resolution adjusting customer rates for electric utility service obtained from the City

Staff Recommendation:

Approval for the resolution adjusting customer rates for electric utility service obtained from the City.

Analysis:

The City will be reducing the General Fund Transfer from the Electric Utility by approximately \$208,000 in FY 17. The savings from the transfer will be used to reduce the Electric Utility Rate starting October 1, 2016. City staff will continue to work towards providing a competitive rate for electricity.

Options:

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

Fiscal Impact:

The City was able to balance the General Fund's budget without additional assistance from the Electric Utility Fund. The Electric Utility Fund will continue to look for ways to lower the costs for their Electric Utility customers.

Submission Date and Time: 9/12/2016 9:17 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, ADJUSTING CUSTOMER RATES FOR ELECTRIC UTILITY SERVICE OBTAINED FROM THE CITY, SETTING FORTH FINDINGS, PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE OF OCTOBER 1, 2016.

WHEREAS, the City of Leesburg provides electrical utility service to customers within its service area, and sets rates and charges for those services; and

WHEREAS, under §22-196 of the Code of Ordinances, electrical utility rates are to be established by Resolution adopted by the City Commission, and

WHEREAS, the City Commission finds that the City has the financial ability to lower certain electrical utility rates for its customers, and that lowering the rates is both financially feasible and is the appropriate thing to do for its customers,

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

SECTION I.

The following rates for electrical utility service obtained from the City of Leesburg shall be adjusted on the effective date of this Resolution as shown in the table below:

Summary of Base Rate Adjustments						
Rate Classes	Existing Rate			Adjusted Rate		
	Customer	Energy	Demand	Customer	Energy	Demand
Residential	12.36			12.30		
Residential - First 1,000 kWh		0.093244			0.092785	
Residential - Over 1,000 kWh		0.115344			0.114776	
Commercial - ND						
PA - ND	12.36	0.102102		12.30	0.101599	
Municipal - ND						
GSD-1						
PA - D	26.27	0.047937	14.06	26.14	0.047701	13.99
Municipal - D						
GSD-2	46.56	0.04377	16.11	46.33	0.043554	16.03
GSD-3	93.11	0.037951	19.93	92.65	0.037764	19.83

SECTION II.

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 III.

This Resolution, and the rates established by it, shall become effective at 12:01 a.m. on October 1, 2016.

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: 61.
Meeting Date: September 12, 2016
From: Dan Miller, Planning and Zoning Manager
Subject: Resolution re-appointing three regular members to the Leesburg Planning Commission with terms to expire September 30, 2016.

Staff Recommendation:

Staff requests the City Commission re-appoint three regular members to the Planning Commission, with terms to expire September 30, 2019.

Analysis:

The City's Planning Commission consists of seven (7) members plus one alternate, all of which must be appointed by the City Commission for varied terms.

The Planning Commission has three regular member positions with terms to expire September 30, 2016. The three members' applications are James Argento (current Chairman), Clell Coleman (current Vice-Chairman) and Charles Townsend, which are attached for your review.

Options:

1. Appoint three regular members to the Planning Commission, with terms to expire September 30, 2019.
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

The City of Leesburg budget provides funding to reimburse the Planning Commissioners for serving \$25 per meeting.

Submission Date and Time: 9/22/14 3:37 PM

Submitted by: Department: <u>Comm Dev, P& Z</u> Prepared by: <u>Dan Miller, P& Z Mgr</u> Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Advertised: <input 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 _____ Finance Dept. _____ Deputy C.M. <u>mwr</u> City Manager _____	Account No. <u>.001-6151-515-3110</u> Project No. _____ WF No. _____ Budget _____ Available _____
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RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, APPOINTING THREE REGULAR MEMBERS WITH SAID TERM TO EXPIRE SEPTEMBER 30, 2019, TO THE PLANNING COMMISSION; 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 that there are currently three regular member positions whose terms expiring on September 30, 2016 on the Planning Commission.

THAT the City Commission hereby re-appoints James Argento, Clell Coleman and Charles Townsend as regular members with said terms expiring September 30, 2019 to the City of Leesburg Planning Commission;

THIS RESOLUTION shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 12th day of September 2016.

THE CITY OF LEESBURG, FLORIDA

Jay Hurley, Mayor

ATTEST:

J. Andi Purvis, City Clerk



City of Leesburg Appointed Boards & Commission Application

Date:	7/21/16	Name:	Charles Townsend											
Mailing Address:	201 E. 811 W. 2nd Blvd													
Home Address:	201 E. main st. Leesburg, FL 34748													
Home Telephone Number	352-365-1960													
Business Name & Type	Charles Townsend LLC Sign Advertising													
Business Address:	811 W. 2nd Blvd													
Business Telephone Number:	352-365-1960													
Position	OWNER													
Education, Training Or Experience Related To The Activities Of The Advisory Body To Which Appointment Is Sought:														
EXPERIENCE														
Professional Organizations/Membership:														
Have You Served On A City Board Or Committee In The Past? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>														
If Yes – Dates Served: 6 years														
Name of Board or Committee: Planning & Zoning														
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; height: 15px;">Library Board</td> <td style="width: 50%; height: 15px;">Historic Preservation Board</td> </tr> <tr> <td style="height: 15px;">Planning Commission</td> <td style="height: 15px;">Greater Leesburg CRA</td> </tr> <tr> <td style="height: 15px;">Carver Heights & Vicinity CRA</td> <td style="height: 15px;">General Employees Retirement Board of Trustees</td> </tr> <tr> <td style="height: 15px;">Fire Department Pension Board of Trustees</td> <td style="height: 15px;">Police Department Pension Board of Trustees</td> </tr> <tr> <td style="height: 15px;">Other (Specify):</td> <td style="height: 15px;"></td> </tr> </table>					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):	
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.														
		Return To: City Clerk's Office City of Leesburg P.O. Box 490630 Leesburg, FL 34749-0630												
Signature of Applicant														

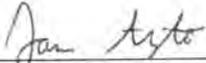


City of Leesburg Appointed Boards & Commission Application

Date:	1/21/16	Name:	Clerk Coleman	
Mailing Address:	323 Lakeshore DR			
Home Address:	323 Lakeshore DR			
Home Telephone Number:	352-787-3928			
Business Name & Type:	Retired			
Business Address:				
Business Telephone Number:				
Position:	was President			
Education, Training Or Experience Related To The Activities Of The Advisory Body To Which Appointment Is Sought:	Contractor for over 50 yrs. Lived in Leesburg since 1953.			
Professional Organizations/Membership:	IAB of Wake Co.			
Have You Served On A City Board Or Committee In The Past?	<input checked="" type="radio"/> Yes	<input type="radio"/> No		
If Yes – Dates Served:	Since the beginning			
Name of Board or Committee:	Planning & Zoning			
Library Board			Historic Preservation Board	
<input checked="" type="checkbox"/> Planning Commission			<input checked="" type="checkbox"/> 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		



City of Leesburg Appointed Boards & Commission Application

Date:	7-21-16	Name:	James Argento		
Mailing Address:	2209 Lake Pointe Circle, Leesburg, FL 34748				
Home Address:	see above				
Home Telephone Number	850-559-0070				
Business Name & Type	Stak Attorney's Office				
Business Address:	550 West Main Street, Tavares, FL 32778				
Business Telephone Number:	352-742-4236				
Position	Prosecutor				
Education, Training Or Experience Related To The Activities Of The Advisory Body To Which Appointment Is Sought:					
Law degree from FSU (2007)					
Bachelor of Arts from UF (2004)					
Professional Organizations/Membership: 1st Middle District of Florida Court,					
Florida Bar, Lake County Bar Association,					
Lake County Young Lawyers Association					
Have You Served On A City Board Or Committee In The Past?				Yes	<input checked="" type="checkbox"/> No
If Yes - Dates Served:		10/10 - Present			
Name of Board or Committee:		Planning Commission			
Library Board		Historic Preservation Board			
<input checked="" type="checkbox"/> 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	



AGENDA MEMORANDUM

Item No: 6J.
Meeting Date: September 12, 2016
From: Al Minner, City Manager
Subject: Resolution authorizing the sale of City owned real property.

Analysis:

The Purchasing Division issued Invitation to Bid (ITB) 160511 requesting bids or offers on 4 residential properties. These properties were acquired through code enforcement actions and are listed here:

- 1102 E. North Boulevard, Leesburg, Florida 34748 – Alternate Key 1751870
- 1112 West Line Street, Leesburg, Florida 34748 – Alternate Key 1795699
- 413 Perkins Street, Leesburg, Florida 34748 – Alternate Key 1236673
- 410 South 6th Street, Leesburg, Florida 34748 – Alternate Key 1349401

On September 1, 2016 the Purchasing Division received offers from 8 interested parties. Two of the parties submitted offers on all properties; one submitted an offer on two properties and the remaining five submitted offers on individual properties. The Detailed Offer Tabulation is attached for your review.

Staff contacted the Offeror submitting the highest offers on all properties asking what they intend to do with the properties. The Offeror intends to renovate and either flip or rent the properties.

The sample Sales Agreement to be used by the City is attached and will govern the sale of the properties. All sales transactions will be completed by the City Attorney and the buyer is responsible for all costs related to the sale. The party or parties whose offer(s) are accepted by Commission will be required to place in escrow a deposit equal to 10% of their offer amount no later than 3:00 PM on the Friday following acceptance of the offer(s) by Commission.

Staff request commission determine the following regarding the sale of the properties:

1. Determine which offer(s) to accept, if any, and rank each Offeror in order to be used should the sale with the approved Offeror not be finalized.
2. Determine the fund or account the proceeds/revenue from the sales should be booked in the accounting system.

Fiscal Impact:

If the highest offer on each of the 4 properties is accepted the total revenue would be \$83,750.00. If offers other than the highest offers are accepted the revenue would vary depending on the offers accepted.

Submission Date and Time: 9/12/2016 9:18 AM

Department: <u>City Manager</u> Prepared by: <u>Mike Thornton</u> Attachments: Yes <input type="checkbox"/> No <input type="checkbox"/> Advertised: <input 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 _____ Finance Dept. _____ Deputy C.M. _____ Submitted by: City Manager _____	Account No. <u>NA</u> Project No. <u>NA</u> WF No. <u>NA</u> Budget <u>NA</u> Available <u>NA</u>
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RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA APPROVING THE SALE OF THE LISTED REAL PROPERTIES SURPLUS TO THE NEEDS OF THE CITY AND APPROVING THE TERMS AND CONDITIONS OF THE SALE; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Leesburg City Commission hereby authorizes the sale of the below listed properties to the Offeror indicated by the number one (1) next to the party whose offer is accepted by the City Commission for each of the properties pursuant to Invitation to Bid 160511.

THAT should the sales transaction to the approved Offeror not close or finalize, Commission approves staff to move to the next Offeror as ranked numerically, and so on until the sale of the property is completed.

1102 E. North Boulevard, Leesburg, Florida 34748 – Alternate Key 1751870

- _____ PPS Holdings, LLC / EquityPro (\$40,500.00)
5717 Bayside Drive, Orlando, FL 32819
- _____ Dawn Finney (\$32,025.00)
1403 Crystal Ct., Apt A, Tavares, FL 32778
- _____ Pam Rivas (\$27,100.00)
575 Bloomington Ct, #15, Altamonte Springs, FL 32714
- _____ Community Development Corporation (\$22,500.00)
314 S. Canal St., Leesburg, FL 34748
- _____ George Asbate (\$20,100.00)
751 Old Mt. Dora Rd., Eustis, FL
- _____ Glenn and Nancy Vann (\$20,000.00)
1100 E. North Blvd., Leesburg, FL 34748

1112 West Line Street, Leesburg, Florida 34748 – Alternate Key 1795699

- _____ PPS Holdings, LLC / EquityPro (\$16,500.00)
5717 Bayside Drive, Orlando, FL 32819
- _____ Community Development Corporation (\$12,500.00)
314 S. Canal St., Leesburg, FL 34748

____ Judith D. Bechtel Trust (\$10,106.33)
1116 West Line St., Leesburg, FL 34748"

413 Perkins Street, Leesburg, Florida 34748 – Alternate Key 1236673

____ PPS Holdings, LLC / EquityPro (\$16,500.00)
5717 Bayside Drive, Orlando, FL 32819

____ Pam Rivas (\$11,000.00)
575 Bloomington Ct, #15, Altamonte Springs, FL 32714

____ Community Development Corporation (\$7,100.00)
314 S. Canal St., Leesburg, FL 34748

410 South 6th Street, Leesburg, Florida 34748 – Alternate Key 1349401

____ PPS Holdings, LLC / EquityPro (\$10,250.00)
5717 Bayside Drive, Orlando, FL 32819

____ Team Engineering, LLC (\$6,010.00)
PO Box 560833, Orlando, FL 32856

____ Community Development Corporation (\$5,100.00)
314 S. Canal St., Leesburg, FL 34748

THAT the revenue generated from the sale of the properties shall be booked to the
fund name or account listed here: _____

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 12th day of September 2016.

Mayor

ATTEST:

City Clerk

DETAILED OFFER TABULATION
Sale of Real Property - 4 Parcels
ITB 160511

Party Submitting Offer	PROPERTY LOCATION			
	1102 E. North Boulevard Alt. Key 1751870	1112 West Line Street Alt. Key 1795699	413 Perkins Street Alt. Key 1236673	410 So. 6th St. Alt. Key 1349401
PPS Holdings, LLC / EquityPro 5717 Bayside Drive Orlando, FL 32819	\$40,500.00	\$16,500.00	\$16,500.00	\$10,250.00
Community Development Corporation 314 S. Canal St. Leesburg, FL 34748	\$22,500.00	\$12,500.00	\$7,100.00	\$5,100.00
Pam Rivas 575 Bloomington Ct, #15 Altamonte Springs, FL 32714	\$27,100.00	No Offer	\$11,000.00	No Offer
George Asbate 751 Old Mt. Dora Rd. Eustis, FL	\$20,100.00	No Offer	No Offer	No Offer
Dawn Finney 1403 Crystal Ct., Apt A Tavares, FL 32778	\$32,025.00	No Offer	No Offer	No Offer
Glenn and Nancy Vann 1100 E. North Blvd. Leesburg, FL 34748	\$20,000.00	No Offer	No Offer	No Offer
Team Engineering, LLC PO Box 560833 Orlando, FL 32856	No Offer	No Offer	No Offer	\$6,010.00
Judith D. Bechtel Trust 1116 West Line St. Leesburg, FL 34748	No Offer	\$10,106.33	No Offer	No Offer

**“AS-IS” CONTRACT
FOR SALE AND PURCHASE**

THIS CONTRACT made between **THE CITY OF LEESBURG, FLORIDA**, as Seller, whose address is P.O. Box 490630, Leesburg, FL 34749, and _____, Buyer, whose address is _____, who hereby agree that Seller shall sell and Buyer shall buy the following described real property (the "Real Property") (hereinafter referred to as the "Property") upon the following terms and conditions:

I. DESCRIPTION. (a) The legal description of the Real Property in the County of Lake, State of Florida, is as follows:

(b) The street address of the Real Property is: _____

II. PRICE AND TERMS: The purchase price for the Property and terms of payment are:

PURCHASE PRICE:	\$ _____
(a) DEPOSIT to be held in escrow by McLin & Burnsed P.A. (must be at least 10% of Purchase Price):	\$ _____
(b) BALANCE TO CLOSE to be paid at Closing by cashier's check or wire transfer:	\$ _____

III. TIME FOR ACCEPTANCE, EFFECTIVE DATE: If this offer is not fully executed by all parties on or before _____, the deposit is to be returned to Buyer and the offer is to be considered withdrawn. The Effective Date of this Contract shall be the date when the last party to sign affixes his or her signature hereto.

IV. FINANCING: This transaction is not contingent on financing. Buyer will pay cash to Seller at closing without obtaining third party financing.

V. TITLE EVIDENCE: Within not later than _____ days after the Effective Date, Buyer may, at Buyer's expense, obtain a commitment for issuance of an owner's policy of title insurance to Buyer at closing, showing title to be in accordance with the terms of Standard A below. Buyer shall pay the premium for the owner's policy of title insurance at closing.

VI. CLOSING DATE: This transaction shall be closed on or before 60 days after the Effective Date, unless that date is extended by other terms of this Contract.

VII. RESTRICTIONS, EASEMENTS AND LIMITATIONS: Buyer agrees to accept title subject to zoning, restrictions, prohibitions and other limitations and requirements imposed by governmental authority; restrictions and matters appearing on the plat or otherwise common to the subdivision; public utility easements of record; taxes for the year of closing and subsequent years; and: all other matters of record.

VIII. OCCUPANCY: Seller warrants that there are no persons in occupancy of the Real Property other than Seller. Occupancy of the Real Property will be delivered at closing.

IX. TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Any typewritten or handwritten provisions added to this Contract, once initialed by all parties hereto, shall control over all originally printed provisions in conflict therewith.

X. FIRPTA: The parties shall comply fully with the Foreign Investment In Real Property Tax Act and applicable regulations, which could require Seller to provide additional funds at closing to meet withholding requirements. If Seller is not a "foreign person" as defined in FIRPTA then Seller shall provide an affidavit to that effect in compliance with FIRPTA at closing.

XI. ASSIGNABILITY: This Contract may not be assigned by Buyer or any of Buyer's duties hereunder delegated to any other person or entity without the prior, written consent of Seller. As a condition of approving such an assignment or delegation, Seller may require the potential assignee to submit financial and personal information sufficient to demonstrate that the proposed assignee is able to perform the duties of the Buyer hereunder. No such assignment of rights or delegation of duties by Buyer hereunder shall relieve Buyer of liability to Seller under this Contract unless Seller specifically so agrees in writing.

XII. COMMISSION: Each party represents, for the benefit and reliance of the other, that it has not consulted, or utilized the services of, any real estate broker or salesperson in connection with this transaction. If a claim is asserted for a real estate commission on this transaction, the party whose acts or omissions gave rise to the claim shall indemnify the other party and hold it harmless

against any loss or damage from the claim, and all attorneys' fees and court costs incurred as a result of the claim.

XIII. STANDARDS GOVERNING THIS TRANSACTION: This transaction shall be governed by the following Standards:

A. EVIDENCE OF TITLE: Any title insurance commitment obtained by Buyer shall be issued by a title insurer licensed in Florida, shall show insurable title to be vested in the Seller, and shall agree to issue to Buyer, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the purchase price, subject only to liens, encumbrances, exceptions and qualifications set forth in this Contract. Insurability of title shall be determined in accordance with the Title Standards adopted by the Florida Bar, and in accordance with law. Buyer shall have 5 days from receipt of the title insurance commitment to examine it. If Buyer finds the title to be defective, Buyer shall within 3 days thereafter notify Seller in writing specifying such defects. If the defects render title unmarketable, Seller shall have 60 days from receipt of notice within which to remove the defects, failing which Buyer may either accept title as is or demand a refund of Buyer's deposit(s) which shall be immediately returned to Buyer; then upon, Buyer and Seller shall be released of any further obligation to one another under this Contract.

B. SURVEY: Buyer, at Buyer's expense, within the time allowed for delivery of the title insurance commitment and its examination, may have the Real Property surveyed by a registered Florida land surveyor. If the survey shows any encroachment onto the Real Property or that improvements on the Real Property encroach on lands of others, Buyer shall give written notice thereof to Seller within 3 days of receipt by Buyer of the survey, and such defects shall be treated as title defects and shall be subject to the terms set forth in Standard A for the curing of such title defects.

C. LIENS: Seller shall furnish to Buyer at closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statements, claims of lien or potential liens known to Seller, and further attesting that there have been no improvements or repairs to the Property for 90 days immediately preceding closing. If there have been repairs or improvements within that time, Seller shall deliver releases or waivers of mechanics' liens from all general contractors, subcontractors, suppliers and materialmen and further affirming that all charges for improvements or repairs which could be the basis for a lien on the Property or a claim for damages have been paid in full.

D. PLACE OF CLOSING: Closing shall be held in the county where the Real Property is located, at the office of the lawyer or closing agent designated by Seller.

E. TIME: Time is of the essence of this Contract. Time periods of less than 6 days hereunder shall exclude Saturdays, Sundays and state or national legal holidays, and any time period hereunder which would expire on Saturday, Sunday or a legal holiday shall be extended to 5:00 p.m. on the next business day.

F. EXPENSES: Buyer shall pay for documentary stamps on the deed, the costs for the title search and examination, and the owner's commitment and policy of title insurance. Seller shall pay only for the recording of corrective instruments, and for its own legal fees.

G. PRORATIONS. Taxes will not be prorated at closing because Seller is a tax exempt entity. Buyer will become responsible for all taxes levied and assessed subsequent to closing.

PROPERTY TAX
DISCLOSURE SUMMARY

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

H. SPECIAL ASSESSMENT LIENS: Certified, confirmed and ratified special assessment liens as of the date of closing are to be paid by the Seller. Pending liens as of the date of closing shall be assumed by Buyer.

I. CONDITION OF PROPERTY: This Property was acquired through foreclosure of a code enforcement lien. Buyer is advised that Seller has not evaluated the condition of the Property and has not occupied or used the Property, and therefore cannot make any representations or warranties as to its condition. **BUYER IS ACQUIRING THE PROPERTY IN AS-IS, WHERE-IS CONDITION WITH ALL FAULTS. ALL WARRANTIES OF ANY NATURE, WHETHER EXPRESS OR IMPLIED, AND WHETHER OF HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OF ANY OTHER NATURE WHATSOEVER, ARE WAIVED BY BUYER AND DISCLAIMED BY SELLER.**

J. CITY COMMISSION APPROVAL. This Contract is subject to approval by the Leesburg City Commission at a public meeting and is not binding on Seller until it receives such approval, however Buyer may not revoke its offer once made, and shall have only such rights of cancellation as are provided in this Contract.

J. RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in sufficient quantities, may present health risk to persons who are exposed to it over time. Levels of radon that exceed Federal and State Guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

K. RISK OF LOSS: If the Property is damaged by fire or other casualty prior to closing, Buyer may either accept the Property as is, or Buyer may cancel this Contract and receive a refund of Buyer's deposit(s), whereupon neither party shall have any further obligation hereunder.

L. ESCROW: Any escrow agent ("Agent") receiving funds or equivalent is authorized to and does by their acceptance agree to deposit them promptly, hold them in escrow, and (subject to clearance) disburse them in accordance with the terms hereof. Failure of clearance shall not excuse performance by Buyer. If in doubt as to the disposition of any funds, Agent may hold them until the parties mutually agree to the terms of disbursement, or until a judgment of a court of competent jurisdiction determines the rights of the parties, or Agent may commence an action for interpleader and deposit the funds into the registry of the court, whereupon all liability of the Agent shall terminate, except for accounting for any items previously delivered out of escrow. In any suit between Buyer and Seller where Agent is made a party on account of acting in that capacity, or in any interpleader suit filed by Agent, the Agent shall recover reasonable costs and attorney's fees with such fees and costs to be assessed as court costs in favor of the prevailing party. Agent shall not be liable for misdelivery of any items out of escrow unless such misdelivery is due to willful breach by or gross negligence of Agent.

M. ATTORNEY'S FEES AND COSTS: In any litigation arising out of this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees and costs, including at trial, on appeal, in any proceedings in bankruptcy or insolvency, and in any proceedings to collect or enforce any judgment entered in other proceedings hereunder.

N. FAILURE OF PERFORMANCE: If Buyer fails to perform under this Contract, including the payment of all deposit(s) required, the deposit(s) paid by Buyer may be retained by or for the account of Seller as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of all claims hereunder, whereupon Buyer and Seller shall be relieved of all obligations under this Contract. If, for any reason other than the failure of Seller to render title marketable or to cure survey defects after reasonable diligence, Seller fails, neglects or refuses to perform under this Contract, Buyer shall have the option either to receive the return of Buyer's deposit(s) as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of all claims hereunder, whereupon Buyer and Seller shall be relieved of all obligations under this Contract, or to seek the remedy of specific performance.

O. CONTRACT NOT RECORDABLE, PERSONS BOUND, AND NOTICE: Neither this Contract nor any notice of it shall be recorded in any public records by Buyer, or Seller. This Contract shall bind and inure to the benefit of the parties and their successors in interest. Whenever the context permits or requires, the singular shall include the plural and one gender shall include all. Notice hereunder shall be in writing and if sent to the intended recipient by certified mail, return receipt requested, all postage and fees prepaid, shall be effective 3 calendar days after mailing; otherwise, notice shall be effective only upon receipt by the addressee. Notice given by or to an attorney representing a party shall be as effective as notice given by or to that party.

P. CONVEYANCE: Seller shall convey title to the Real Property by special warranty deed, subject to those matters listed in Paragraph VII or otherwise accepted in writing by Buyer prior to closing.

Q. OTHER AGREEMENTS: This Contract sets forth the entire understanding of the parties with regard to its subject matter. It supersedes and takes precedence over any and all prior negotiations, representations and agreements, oral or written, all of which are deemed to have

merged into this Contract and to have been extinguished except to the extent specifically set forth herein. This Contract may not be amended orally, by implication, by course of conduct, or in any other manner whatsoever than by way of a written instrument signed by both parties hereto or their lawful successors. This Contract shall be construed in accordance with the laws of Florida and venue for any action or proceeding arising out of this Contract shall be in the county where the Property is located. This Contract shall be binding on the parties hereto, as well as on their lawful successors and assigns. Each party represents for the benefit of the other that it has not entered into this Contract in reliance on, or on the basis of, any promise, negotiation, representation, undertaking or agreement of the other party, oral or written, which is not specifically set forth within this Contract.

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

THE CITY OF LEEBURG, FLORIDA

BY: _____
JAY HURLEY, Mayor

Attest: _____
ANDI PURVIS, City Clerk

DATE: _____

APPROVED AS TO FORM AND CONTENT:

CITY ATTORNEY

BUYER:

DATE: _____

TYPE OR PRINT BUYER NAME

Miscellaneous Accounts Receivable Customers with City Attorney
Prepared by Finance
August 16, 2016

<u>Customer Name</u>			<u>Description</u>	<u>Amount Unpaid</u>	<u>Billed Date</u>	
ACCOUNTS CURRENTLY WITHOUT RESOLUTION						
	RECOMMENDATIONS:		ATTORNEYS NOTES			
001 FUND						
FTB Sports/Bert Holloway	attorney for collection		Civil Suit Filed 10/11/11	\$ 6,313.00	10/14/2011	-
All Terrain Lawn & Tractor	attorney for collection			\$ 10,199.54	11/1/2010	-
				Subtotal 001 Fund		
				\$ 16,512.54		
043 Fund						
Legacy Comm Dev	attorney for collection			\$ 15,486.91 *	10/22/2008	-
				\$ 15,486.91		
044 FUND						
Legacy Comm Dev	attorney for collection			\$ 36,136.13 *	10/22/2008	-
				\$ 36,136.13		

* Total for Legacy Water Impact Fees plus interest is \$15,486.91

* Total for Legacy Wastewater Impact Fees plus interest is \$36,136.13

* Total for Legacy \$51,623.04

CURRENTLY MAKING PAYMENTS**ATTORNEYS NOTES**

						Date of Last Pymt
001 FUND						
Barker, Jennifer	\$50 per month per email from Jay Evans	Educational Funding Reimb	\$	1,176.08	10/1/2007	7/29/2016
			\$	1,176.08		
041 FUND						
Bassette, Gerald	\$20 per month agreement with Finance	Damage to City Property	\$	40.00	8/1/2012	6/7/2016
			\$	40.00		
048 Fund						
Buildtelligence	\$1,000.00 per month agreement with Finance	Ad Valorem Taxes	\$	957.64	11/13/2015	7/20/2016
			\$	957.64		

CURRENTLY WORKED BY PROVIDING DEPARTMENT OR FINANCE**041 FUND**

CenturyLink	Letter sent 07/25/2016	Pole Rental	\$	48,908.29		
			\$	48,908.29		

001 FUND TOTAL	\$	17,688.62				
041 FUND TOTAL	\$	48,948.29				
43 FUND TOTAL	\$	15,486.91				
044 FUND TOTAL	\$	36,136.13				
048 FUND TOTAL	\$	957.64				
	\$	119,217.59				
			Total	\$	119,217.59	

Expected write offs as of September 30, 2016

Every September the Finance Director informs the Commission the dollar amount of customer accounts to be written off. Listed below are the amounts for the prior fiscal years and how the City is trending for fiscal year 2015 and 2016.

Fiscal Write Off Year	Projected Written Off	Actual Written Off	Add'l Amount Collected
2015-2016	\$ -		
2014-2015	\$ 430,775		
2013-2014	262,576	258,246	(4,329)
2012-2013	280,544 *	216,319	(64,225)
2011-2012	380,227 *	341,414	(38,813)
2010-2011	586,949 *	481,948	(105,001)
2009-2010	681,622 *	598,787	(82,835)
2008-2009	467,183 *	437,240	(29,943)
2007-2008	373,550		
2006-2007	380,289		

Projected Fiscal year 2015- Month by Month 10/01/14- 09/30/15

Month	Amount Written Off	Number of Accounts		Average Account Balance	
		Commercial	Residential	Commercial	Residential
October	\$ 21,833	13	87	236.50	215.61
November	25,606	5	81	533.99	283.17
December	* 93,396	4	241	185.21	304.46
January	33,076	1	104	253.62	321.12
February	38,508	3	112	319.76	335.25
March	21,556	1	81	529.82	266.12
April	25,816	6	81	246.75	300.43
May	49,449	9	150	337.03	309.66
June	13,844	1	60	39.42	230.74
July	49,787	3	72	9,625.88	290.40
August	39,022	6	120	334.41	325.18
September	18,882	1	48	1,009.90	372.33
Accounts to be written off*	\$ 430,775	53			
Prior Yr to Date	\$ 181,295	33	904		
difference	\$ 249,480	20	(904)		

* Amounts may change as collections and adjustments occur through out the year

*This is higher due to the back log in billing from August thur October in the final bill processing.

Projected Fiscal year 2016 Month by Month 10/01/15- 09/30/16

Month	Amount Written Off	Number of Accounts		Average Account Balance	
		Commercial	Residential	Commercial	Residential
October	\$ -	1	81	869.03	324.15
November	-	2	85	1,053.64	357.65
December	-	3	87	2,190.87	312.19
January	-	4	113	5,397.93	351.51
February	-	1	135	1,904.49	579.65
March	-	6	175	502.95	440.40
April	-	1	88	778.69	535.15
May	-	7	73	1,531.57	378.40
June	-	4	66	802.59	382.93
July	-	7	93	393.14	424.16
August	-	0	0	0.00	0.00
September	-	0	0	0.00	0.00
Accounts to be written off*	\$ -	36	996		
Prior Yr to Date	\$ 430,775	53	1,237		
difference	\$ (430,775)	(17)	(241)		

City of Leesburg, Florida
Report of Receipts and Disbursements by Fund
For the Period Beginning On October 1, 2015 and Ending on July 31, 2016

Prepared by: Finance Department

Fund Name	Adopted Budget	Receipts		Total Receipts Amount	Percentage	Budget Balance
		Revenues Amount	Non-Revenue Receipts * Amount			
001 General Fund	\$ 28,253,020	\$ 13,003,368.60	\$ 7,838,567.94	\$ 20,841,936.54	73.77%	\$ 7,411,083.46
Special Revenue Funds						
013 Housing Assistance	218,085	107,380.91	-	107,380.91	49.24%	110,704.09
021 Debt Service Fund	2,536,491	-	2,486,136.52	2,486,136.52	98.01%	50,354.48
031 Capital Projects Fund	10,738,228	160.45	992,589.21	992,749.66	9.25%	9,745,478.34
132 Local Option Sales Tax	2,107,075	1,438,115.57	-	1,438,115.57	68.25%	668,959.43
121 Police Forfeiture Fund	12,569	18,094.31	-	18,094.31	143.96%	(5,525.31)
122 Police Education Fund	12,000	5,183.47	-	5,183.47	43.20%	6,816.53
133 Gas Tax	972,426	653,427.05	-	653,427.05	67.20%	318,998.95
141 Police Impact Fees	-	55,528.86	-	55,528.86	0.00%	(55,528.86)
142 Fire Impact Fees	-	16,789.30	-	16,789.30	0.00%	(16,789.30)
143 Recreation Impact Fees	275,000	60,612.96	-	60,612.96	22.04%	214,387.04
151 Building Fund	622,900	838,470.24	14,620.00	853,090.24	136.95%	(230,190.24)
Community Redevelopment Agencies						
016 Greater Leesburg CRA Fund	345,249	313,375.57	-	313,375.57	90.77%	31,873.43
017 Carver Heights CRA Fund	2,351,808	212,262.11	-	212,262.11	9.03%	2,139,545.89
018 Highway 27/441 CRA Fund	936,808	50,328.10	-	50,328.10	5.37%	886,479.90
Total General Governmental Funds	49,381,659	16,773,097.50	11,331,913.67	28,105,011.17	56.91%	21,276,647.83
Enterprise Funds						
014 Stormwater Utility Fund	3,331,912	1,285,862.46	-	1,285,862.46	38.59%	2,046,049.54
041 Electric Utility Fund	74,294,846	57,130,684.84	303,573.29	57,434,258.13	77.31%	16,860,587.87
042 Gas Utility Fund	11,357,586	5,439,315.83	-	5,439,315.83	47.89%	5,918,270.17
043 Water Utility Fund	12,581,179	6,680,949.49	74,491.53	6,755,441.02	53.69%	5,825,737.98
044 Wastewater Utility Fund	13,035,013	9,257,487.50	-	9,257,487.50	71.02%	3,777,525.50
045 Communications Utility Fund	2,497,298	1,711,528.76	-	1,711,528.76	68.54%	785,769.24
046 Sanitation Services Fund	3,921,108	3,308,387.49	-	3,308,387.49	84.37%	612,720.51
048 Airport Fund	5,061,361	1,393,736.97	-	1,393,736.97	27.54%	3,667,624.03
Internal Service Funds						
064 Health Insurance Fund	5,497,844	4,537,904.38	-	4,537,904.38	82.54%	959,939.62
065 Workers' Compensation Insurance Fund	505,304	657,085.37	-	657,085.37	130.04%	(151,781.37)
066 Risk Management Fund	649,098	651,596.31	-	651,596.31	100.38%	(2,498.31)
510 Fleet Maintenance Fund	3,897,692	1,774,492.91	-	1,774,492.91	45.53%	2,123,199.09
Pension Trust Funds						
061 Municipal Police Retirement Trust Fund	1,245,113	988,134.25	-	988,134.25	79.36%	256,978.75
062 Municipal Firemen's Retirement Trust Fund	1,066,584	1,673,337.48	-	1,673,337.48	156.89%	(606,753.48)
063 General Employees' Retirement Fund	2,591,446	2,788,186.82	-	2,788,186.82	107.59%	(196,740.82)
Total All Funds	\$ 190,915,043	\$ 116,051,788.36	\$ 11,709,978.49	\$ 127,761,766.85	66.92%	\$ 63,153,276.15

* Interfund Transfers & Developer Contributions

City of Leesburg, Florida
Report of Receipts and Disbursements by Fund
For the Period Beginning On October 1, 2015 and Ending on July 31, 2016

Prepared by: Finance Department

Fund Name	Disbursements			Budget Balance	Excess of Receipts Over (Under) Disbursements
	Adopted Budget	Amount	Percentage		
General Fund	\$ 28,253,020	\$ 17,914,387.70	63.41%	\$ 10,338,632.30	\$ 2,927,548.84
Special Revenue Funds					
Housing Assistance	218,085	77,859.61	35.70%	140,225.39	29,521.30
Debt Service Fund	2,536,491	2,520,292.11	99.36%	16,198.89	(34,155.59)
Capital Projects Fund	10,738,228	1,007,339.21	9.38%	9,730,888.79	(14,589.55)
Local Option Sales Tax	2,107,075	1,409,630.16	66.90%	697,444.84	28,485.41
Police Forfeiture Fund	12,569	8,336.21	66.32%	4,232.79	9,758.10
Police Education Fund	12,000	12,137.95	101.15%	(137.95)	(6,954.48)
Gas Tax	972,426	186,042.85	19.13%	786,383.15	467,384.20
Police Impact Fees	-	4,315.09	0.00%	(4,315.09)	51,213.77
Fire Impact Fees	-	1,340.00	0.00%	(1,340.00)	15,449.30
Recreation Impact Fees	275,000	86,467.61	31.44%	188,532.39	(25,854.65)
Building Fund	622,900	369,324.36	59.29%	253,575.64	483,765.88
Community Redevelopment Agencies					
Greater Leesburg CRA Fund	345,249	276,826.48	80.18%	68,422.52	36,549.09
Carver Heights CRA Fund	2,351,808	345,546.95	14.69%	2,006,261.05	(133,284.84)
Highway 27/441 CRA Fund	936,808	917,046.25	97.89%	19,761.75	(866,718.15)
Total General Governmental Funds	49,381,659	25,136,892.54	50.90%	24,244,766.46	2,968,118.63
Enterprise Funds					
Stormwater Utility Fund	3,331,912	747,320.91	22.43%	2,584,591.09	538,541.55
Electric Utility Fund	74,294,846	48,388,962.50	65.13%	25,905,883.50	9,045,295.63
Gas Utility Fund	11,357,586	5,911,515.02	52.05%	5,446,070.98	(472,199.19)
Water Utility Fund	12,581,179	5,795,186.13	46.06%	6,785,992.87	960,254.89
Wastewater Utility Fund	13,035,013	7,033,044.70	53.96%	6,001,968.30	2,224,442.80
Communications Utility Fund	2,497,298	1,365,279.49	54.67%	1,132,018.51	346,249.27
Sanitation Services Fund	3,921,108	2,748,193.75	70.09%	1,172,914.25	560,193.74
Airport Fund	5,061,361	1,680,868.47	33.21%	3,380,492.53	(287,131.50)
Internal Service Funds					
Health Insurance Fund	5,497,844	5,082,512.50	92.45%	415,331.50	(544,608.12)
Workers' Compensation Insurance Fund	505,304	1,029,473.22	203.73%	(524,169.22)	(372,387.85)
Risk Management Fund	649,098	648,695.93	99.94%	402.07	2,900.38
Fleet Maintenance Fund	3,897,692	1,490,848.93	38.25%	2,406,843.07	283,643.98
Pension Trust Funds					
Municipal Police Retirement Trust Fund	1,245,113	826,002.79	66.34%	419,110.21	162,131.46
Municipal Firemen's Retirement Trust Fund	1,066,584	1,047,815.07	98.24%	18,768.93	625,522.41
General Employees' Retirement Fund	2,591,446	2,203,001.49	85.01%	388,444.51	585,185.33
Total All Funds	\$ 190,915,043	\$ 111,135,613.44	58.21%	\$ 79,779,429.56	\$ 16,626,153.41

City of Leesburg, Florida
Report of Receipts and Disbursements by Fund
For the Period Beginning On October 1, 2014 and Ending on July 31, 2015

Prepared by: Finance Department

Fund Name	Adopted Budget	Receipts			Budget Balance	
		Revenues Amount	Non-Revenue Receipts * Amount	Total Receipts Amount Percentage		
001 General Fund	\$ 23,105,520	\$ 11,446,488.62	\$ 8,357,206.55	\$ 19,803,695.17	85.71%	\$ 3,301,824.83
Special Revenue Funds						
013 Housing Assistance	139,342	111,399.88	-	111,399.88	79.95%	27,942.12
021 Debt Service Fund	2,134,609	0.01	2,483,698.52	2,483,698.53	116.35%	(349,089.53)
031 Capital Projects Fund	2,257,408	(258.31)	964,618.74	964,360.43	42.72%	1,293,047.57
132 Local Option Sales Tax	1,774,229	1,373,229.33	101,857.50	1,475,086.83	83.14%	299,142.17
121 Police Forfeiture Fund	-	28,516.94	-	28,516.94	0.00%	(28,516.94)
122 Police Education Fund	12,000	6,713.64	-	6,713.64	55.95%	5,286.36
133 Gas Tax	923,993	739,477.29	-	739,477.29	80.03%	184,515.71
141 Police Impact Fees	15,194	25,375.97	-	25,375.97	167.01%	(10,181.97)
142 Fire Impact Fees	-	24,570.50	-	24,570.50	0.00%	(24,570.50)
143 Recreation Impact Fees	25,079	33,803.16	-	33,803.16	134.79%	(8,724.16)
151 Building Fund	700,640	601,256.97	8,640.00	609,896.97	87.05%	90,743.03
Community Redevelopment Agencies						
016 Greater Leesburg CRA Fund	1,645,480	457,636.28	1,000,000.00	1,457,636.28	88.58%	187,843.72
017 Carver Heights CRA Fund	1,217,659	201,360.11	-	201,360.11	16.54%	1,016,298.89
018 Highway 27/441 CRA Fund	867,286	30,910.36	-	30,910.36	3.56%	836,375.64
Total General Governmental Funds	34,818,439	15,080,480.75	12,916,021.31	27,996,502.06	80.41%	6,821,936.94
Enterprise Funds						
014 Stormwater Utility Fund	3,631,516	1,225,079.67	-	1,225,079.67	33.73%	2,406,436.33
041 Electric Utility Fund	76,491,250	49,113,648.46	175,379.49	49,289,027.95	64.44%	27,202,222.05
042 Gas Utility Fund	10,287,074	5,928,827.94	-	5,928,827.94	57.63%	4,358,246.06
043 Water Utility Fund	14,118,424	6,211,254.32	45,323.36	6,256,577.68	44.31%	7,861,846.32
044 Wastewater Utility Fund	12,050,038	8,715,338.81	-	8,715,338.81	72.33%	3,334,699.19
045 Communications Utility Fund	2,381,074	1,422,987.72	-	1,422,987.72	59.76%	958,086.28
046 Sanitation Services Fund	3,868,381	3,101,373.67	-	3,101,373.67	80.17%	767,007.33
048 Airport Fund	3,028,960	3,529,770.99	24,161,844.83	27,691,615.82	914.23%	(24,662,655.82)
Internal Service Funds						
064 Health Insurance Fund	5,820,868	4,339,053.22	-	4,339,053.22	74.54%	1,481,814.78
065 Workers' Compensation Insurance Fund	532,509	474,269.04	-	474,269.04	89.06%	58,239.96
066 Risk Management Fund	656,716	651,830.77	-	651,830.77	99.26%	4,885.23
510 Fleet Maintenance Fund	3,068,982	1,692,756.69	-	1,692,756.69	55.16%	1,376,225.31
Pension Trust Funds						
061 Municipal Police Retirement Trust Fund	1,258,249	1,295,454.28	-	1,295,454.28	102.96%	(37,205.28)
062 Municipal Firemen's Retirement Trust Fund	1,345,479	1,451,270.91	-	1,451,270.91	107.86%	(105,791.91)
063 General Employees' Retirement Fund	2,561,233	3,570,984.58	-	3,570,984.58	139.42%	(1,009,751.58)
Total All Funds	\$ 175,919,192	\$ 107,804,381.82	\$ 37,298,568.99	\$ 145,102,950.81	82.48%	\$ 30,816,241.19

* Interfund Transfers & Developer Contributions

City of Leesburg, Florida
Report of Receipts and Disbursements by Fund
For the Period Beginning On October 1, 2014 and Ending on July 31, 2015

Prepared by: Finance Department

Fund Name	Disbursements			Budget Balance	Excess of Receipts Over (Under) Disbursements
	Adopted Budget	Amount	Percentage		
General Fund	\$ 23,105,520	\$ 17,652,876.62	76.40%	\$ 5,452,643.38	\$ 2,150,818.55
Special Revenue Funds					
Housing Assistance	139,342	55,346.65	39.72%	83,995.35	56,053.23
Debt Service Fund	2,134,609	2,258,548.82	105.81%	(123,939.82)	225,149.71
Capital Projects Fund	2,257,408	964,618.74	42.73%	1,292,789.26	(258.31)
Local Option Sales Tax	1,774,229	1,445,291.54	81.46%	328,937.46	29,795.29
Police Forfeiture Fund	-	21,716.25	0.00%	(21,716.25)	6,800.69
Police Education Fund	12,000	7,461.06	62.18%	4,538.94	(747.42)
Gas Tax	923,993	495,328.17	53.61%	428,664.83	244,149.12
Police Impact Fees	15,194	1,611.31	10.60%	13,582.69	23,764.66
Fire Impact Fees	-	1,680.00	0.00%	(1,680.00)	22,890.50
Recreation Impact Fees	25,079	1,638.59	6.53%	23,440.41	32,164.57
Building Fund	700,640	353,205.15	50.41%	347,434.85	256,691.82
Community Redevelopment Agencies					
Greater Leesburg CRA Fund	1,645,480	1,301,974.86	79.12%	343,505.14	155,661.42
Carver Heights CRA Fund	1,217,659	334,509.87	27.47%	883,149.13	(133,149.76)
Highway 27/441 CRA Fund	867,286	838,014.29	96.62%	29,271.71	(807,103.93)
Total General Governmental Funds	34,818,439	25,733,821.92	73.91%	9,084,617.08	2,262,680.14
Enterprise Funds					
Stormwater Utility Fund	3,631,516	681,478.61	18.77%	2,950,037.39	543,601.06
Electric Utility Fund	76,491,250	48,743,715.19	63.72%	27,747,534.81	545,312.76
Gas Utility Fund	10,287,074	6,031,268.71	58.63%	4,255,805.29	(102,440.77)
Water Utility Fund	14,118,424	5,624,471.24	39.84%	8,493,952.76	632,106.44
Wastewater Utility Fund	12,050,038	6,994,364.89	58.04%	5,055,673.11	1,720,973.92
Communications Utility Fund	2,381,074	1,247,328.82	52.39%	1,133,745.18	175,658.90
Sanitation Services Fund	3,868,381	3,009,220.03	77.79%	859,160.97	92,153.64
Airport Fund	3,028,960	1,687,777.12	55.72%	1,341,182.88	26,003,838.70
Internal Service Funds					
Health Insurance Fund	5,820,868	4,652,948.12	79.94%	1,167,919.88	(313,894.90)
Workers' Compensation Insurance Fund	532,509	396,420.58	74.44%	136,088.42	77,848.46
Risk Management Fund	656,716	649,090.07	98.84%	7,625.93	2,740.70
Fleet Maintenance Fund	3,068,982	1,632,960.82	53.21%	1,436,021.18	59,795.87
Pension Trust Funds					
Municipal Police Retirement Trust Fund	1,258,249	1,059,429.39	84.20%	198,819.61	236,024.89
Municipal Firemen's Retirement Trust Fund	1,345,479	1,285,881.68	95.57%	59,597.32	165,389.23
General Employees' Retirement Fund	2,561,233	2,805,696.67	109.54%	(244,463.67)	765,287.91
Total All Funds	\$ 175,919,192	\$ 112,235,873.86	63.80%	\$ 63,683,318.14	\$ 32,867,076.95

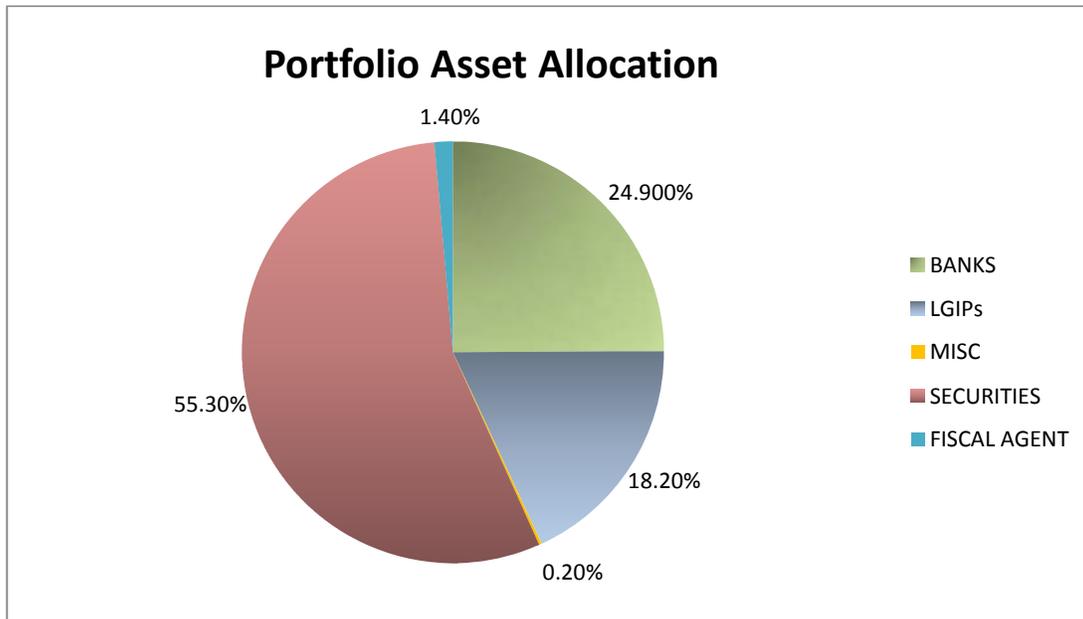
CITY OF LEESBURG
CASH AND INVESTMENTS BY FUND

7/31/2016

POOLED CASH & INVESTMENTS	TOTAL	GENERAL FUND	SPECIAL REVENUE FUNDS	DEBT SERVICE FUND	CAPITAL PROJECTS FUND	ELECTRIC UTILITY FUND	GAS UTILITY FUND	WATER UTILITY FUND	WASTEWATER TREATMENT FUND	COMMUNICATION SERV. FUND	SANITATION SERVICES FUND	STORMWATER UTILITY FUND	AIRPORT FUND	BUILDING PERMIT FUND	HOUSING FUND	FLEET MAINT, WC, HEALTH INS & RISK MGMT FUNDS
OPERATING CASH	\$73,974,745.23	\$16,865,469.96	\$3,779,270.63	\$182,853.47	\$46,876.07	\$16,097,010.03	\$5,683,887.01	\$7,003,267.84	\$8,335,233.98	\$962,426.60	\$2,079,403.08	\$2,681,797.55	\$986,144.37	\$747,181.76		\$8,523,922.88
RESTRICTED CASH																
CUSTOMER DEPOSITS	5,337,292.87					4,573,924.59	272,849.74	479,159.66	3,500.00	2,933.88	4,925.00					
RENEWL & REPLCMNT	12,674,099.09	339,498.80	(3,144.82)			3,766,880.43		1,736,244.76	4,672,494.82	350,957.71	700,000.00	678,044.74				433,122.65
BOND/NOTE SINKING FUND	2,033,057.72		236,890.22			924,284.05			389,701.41	93,695.01						
LONG TERM CARE	92,185.31															
INFRASTRUCTURE DEVELOPMENT	3,150,835.77					1,505,102.75	1,645,733.02				92,185.31					
POTABLE WATER																
SIGN GRANT & HUD SHIP	387,974.73	309,946.28	78,028.45													
HWY 441/27 CRA - Restricted Surplus + INTR EARNED	600,000.00		600,000.00													
IMPACT FEES	1,543,689.91							422,057.76	1,121,632.15							
OTHER RESTRICTED CASH	134,250.00				(14,750.00)		149,000.00									
DEVELOPER CONTRIBUTIONS	4,191,216.16					4,074,850.42	116,365.74									
DEVELOPER INCENTIVES	204,154.40						204,154.40									
MAGNOLIA PROP DEBT SERV	976,320.00						976,320.00									
COLLEGE/RADIO ROAD & CH CRA	234,527.03		234,527.03													
RATE STABILIZATION	10,685,051.90															
SUBTOTAL OF RESTRICTED CASH	42,244,654.89	649,445.08	1,146,300.88		(14,750.00)	25,530,094.14	3,384,528.01	3,005,844.10	6,187,328.38	447,586.60	797,110.31	678,044.74				433,122.65
TOTAL POOLED CASH	\$116,219,400.12	\$17,514,915.04	\$4,925,571.51	\$182,853.47	\$32,126.07	\$41,627,104.17	\$9,068,415.02	\$10,009,111.94	\$14,522,562.36	\$1,410,013.20	\$2,876,513.39	\$3,359,842.29	\$986,144.37	\$747,181.76		\$8,957,045.53
NON-POOLED RESTRICTED CASH																
BOND PROCEEDS	4,312,541.29		4,048,451.88				192,632.85	71,456.56								
CASH WITH FISCAL AGENT	1,751,086.88			907,802.06			141,438.96	294,205.33	407,640.53							
DEPOSITORY TRUST ACCOUNT AVAILABLE FOR USE	215,166.99						215,166.99									
DEP-WELLS FARGO AVAILABLE FOR USE																
SUBTOTAL NON-POOLED CASH	\$6,278,795.16		4,048,451.88	907,802.06			549,238.80	365,661.89	407,640.53							
TOTAL POOLED CASH AND INVESTMENTS	\$122,498,195.28	\$17,514,915.04	\$8,974,023.39	\$1,090,655.53	\$32,126.07	\$41,627,104.17	\$9,617,653.82	\$10,374,773.83	\$14,930,202.89	\$1,410,013.20	\$2,876,513.39	\$3,359,842.29	\$986,144.37	\$747,181.76		\$8,957,045.53
CASH IN BANKS	511,231.33	\$595,231.26	(\$3,060,447.00)	\$6,214.14	\$1,091.78	\$1,414,665.94	\$154,596.73	\$283,179.71	\$493,538.40	\$47,918.24	\$97,756.15	\$114,181.72	\$33,513.38	\$25,392.41		\$304,398.48
INVESTMENTS																
FLSAFE - MONEY MKT (REG)	2,969,572.83	447,531.27	125,855.44	4,672.17	820.87	1,063,632.38	231,711.05	255,747.21	371,072.36	36,027.87	73,499.05	85,848.80	25,197.41	19,091.57		228,865.40
FLSAFE - MONEY MKT (BONDS)	7,750,939.17		7,276,290.74				346,219.41	128,429.02								
'NOW' AGREEMENT - SUNTRUST	8,895,862.39	1,339,149.27	376,597.63	13,980.55	2,456.28	3,182,710.62	693,349.72	765,273.19	1,110,361.01	107,806.30	219,931.46	256,885.65	75,398.28	57,127.76		694,834.67
SAVINGS - TD BANK	9,143,510.10	1,377,978.22	387,517.17	14,385.92	2,527.50	3,274,994.08	713,453.56	787,462.47	1,142,556.20	110,932.17	226,308.42	264,334.11	77,594.47	58,784.20		704,691.61
PMA	2,000,000.00	301,411.21	84,783.33	3,146.69	552.85	716,353.80	156,056.82	172,245.11	249,916.32	49,501.43	24,264.68	49,501.43	57,818.96	16,970.39		12,858.12
TD BANK - CERTIFICATE OF DEPOSIT	6,000,000.00	904,233.63	254,289.98	9,440.08	1,658.56	2,149,061.39	468,170.46	516,735.34	749,748.96	72,794.04	148,504.30	173,456.87	50,911.18	38,574.37		462,420.84
FLPRIME	6,531,144.68	984,280.11	276,800.78	10,275.76	1,805.38	2,339,305.14	509,614.84	562,478.88	816,119.82	79,238.06	161,650.51	188,811.99	55,418.04	41,989.14		503,356.24
FLCLASS	5,004,680.91	754,233.47	212,106.70	7,874.10	1,383.42	1,792,561.08	390,507.29	431,015.92	625,375.72	60,718.49	123,869.44	144,682.72	42,465.70	32,175.41		385,711.46
AMERIS BANK	4,000,000.00	602,822.42	169,526.65	6,293.39	1,105.70	1,432,707.59	312,113.64	344,490.23	499,832.64	48,529.36	99,002.86	115,637.92	33,940.78	25,716.25		308,280.56
WELLS FARGO BANK																
RESERVED																
US BANK	1,751,086.88			907,802.06			141,438.96	294,205.33	407,640.53							
1999 BOND PAYMENT																
FGU DEP - SUNTRUST	215,166.99						215,166.99									
MARKET FUND																
PUBLIC TRUST ADVISORS	10,525,000.00	1,586,176.50	446,067.01	16,559.48	2,909.38	3,769,811.85	821,249.02	906,439.92	1,315,184.63	127,692.87	260,501.29	304,272.26	89,306.69	67,665.88		811,163.23
SECURITIES																
CHANDLER ASSET MGT	57,210,000.00	8,621,867.68	2,424,654.97	90,011.19	15,814.33	20,491,300.31	4,464,005.34	4,927,071.50	7,148,856.32	694,091.13	1,415,988.47	1,653,911.29	485,438.05	367,806.65		4,409,182.75
SECURITIES																
TOTAL INVESTMENTS	\$121,986,963.95	\$16,919,683.78	\$12,034,470.39	\$1,084,441.39	\$31,034.29	\$40,212,438.23	\$9,463,057.09	\$10,091,594.12	\$14,436,664.49	\$1,362,094.96	\$2,778,757.24	\$3,245,660.57	\$952,630.99	\$721,789.35		\$8,652,647.05
TOTAL CASH & INVESTMENTS	\$122,498,195.28	\$17,514,915.04	\$8,974,023.39	\$1,090,655.53	\$32,126.07	\$41,627,104.17	\$9,617,653.82	\$10,374,773.83	\$14,930,202.89	\$1,410,013.20	\$2,876,513.39	\$3,359,842.29	\$986,144.37	\$747,181.76		\$8,957,045.53

**CITY OF LEESBURG
INVESTMENT REPORT
7/31/2016**

DESCRIPTION	BALANCE 7/31/2016
BANK OPERATING AND SAVINGS ACCOUNTS	
SunTrust Bank - Disbursement	\$9,397,094
TD Bank - Savings	9,143,510
Ameris Bank - Savings	4,000,000
TD Bank - CDs	6,000,000
BB & T Bank - CDs	2,000,000
	\$30,540,604
LOCAL GOVERNMENT INVESTMENT POOLS	
FLSAFE	10,720,512
FLCLASS	5,004,681
FLPRIME	6,531,145
	22,256,338
U S TREASURY MONEY MARKET FUND (FGU Deposit)	215,167
US BANK (Fiscal Agent)	1,751,087
CHANDLER ASSET MANAGEMENT (SECURITIES)	57,210,000
PUBLIC TRUST ADVISORS (SECURITIES)	10,525,000
	67,735,000
TOTAL INVESTMENTS (before market adjustment)	122,498,195
MARKET ADJUSTMENT	357,268



City Manager Contingency Budget FY 2016

001-1221-512-9990

\$100,000

Christmas Lights for Downtown Oak trees	001-5193-519-4625	(\$7,500)
Tree Trimming (Streets)	001-5112-541-4625	(\$1,200)
Community Building Study	001-5193-519-3110	(\$12,600)
Lakefront TV upgrade software	001-1220-512-6410	(\$22,618)
MLK Christmas Tree Rehab	001-5193-519-4625	(\$10,000)
Chamber of Commerce Sponsorships (2)	001-1221-512-4810	(\$1,800)
Exterior Painting of Library	001-5193-519-4620	(\$15,000)
Chamber of Commerce Sponsorship(Teacher and Staff Luncheon)	001-1221-512-4810	(\$5,000)

City Manager Contingency Remaining Budget

\$24,282