AGENDA
CITY COMMISSION MEETING
COMMISSION CHAMBERS, CITY HALL
MONDAY, SEPTEMBER 26, 2016 5:30 PM

1. CALL TO ORDER

   INVOCATION

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

2. PROCLAMATIONS: None

3. MAYOR'S AWARD:

4. PRESENTATIONS: None

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

   A. CITY COMMISSION MEETING MINUTES:

      1. Public Hearing on Tentative Budget meeting held September 15, 2016

   B. PURCHASING ITEMS:

      1. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Change Order 1 with C.W. Roberts, Inc. for a credit amount of $10,503.00 reconciling final quantities on the apron expansion project; and providing an effective date.

      2. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Amendment Three to the existing unit price agreement for sidewalk, curb and gutter services with Mott Concrete, Inc. allowing for unit price revisions; and providing an effective date.

      3. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Amendment One to the existing unit price agreement for sanitary sewer manhole rehabilitation services with Utility Technicians; and providing an effective date.

4. Resolutions approving extension of two (2) agreements for Debris Removal Services.

   A. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Amendment One to an existing fixed unit price agreement extending the term of the agreement with Grubbs Emergency Services, LLC; 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 Amendment One to an existing fixed unit price agreement extending the term of the agreement with TAG Grinding Service, Inc.; 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 Amendment One to an existing services agreement extending the term of the agreement with S.W.I. Software Installed, Inc. for meter reading services; and providing an effective date.

6. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Amendment Ten to an existing fixed unit price agreement with Lamberts Cable Splicing Company, LLC; 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 Amendment One to an existing services agreement extending the term of the agreement with Applied Aquatic Management, Inc. for aquatic vegetation management services; and providing an effective date.

8. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Amendment One to an existing services agreement extending the term of the agreement with Lafleur Nurseries and Garden Centers, LLC for landscape maintenance services; and providing an effective date.

9. Resolutions to execute Amendment One to two (2) existing services agreements for professional engineering services.

   A. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Amendment One to an existing Professional Services Agreement extending the term of the agreement with Arcadis US, Inc. for professional engineering services on a continuing basis; and providing an effective date.

   B. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Amendment One to an existing Professional Services Agreement extending the term of the agreement with Jones Edmunds & Associates, Inc. for professional engineering services on a continuing basis; and providing an effective date.

10. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Construction Services Agreement with Jeromes Masonry, Inc. for the construction of a restroom building at the Susan Street Recreation Complex for an amount not to exceed $196,510.00; and providing an effective date.

11. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an agreement with TB Landmark Construction, Inc. for the Lilly Street Water Main Upgrade for a cost not to exceed $74,111.00; and providing an effective date.

12. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an agreement with TB Landmark Construction, Inc. for the Hope Street Water Main Upgrade for a cost not to exceed $115,000.00; and providing an effective date.

13. Purchase request by the Public Works Department for an additional $19,600 for manhole rehabilitation services.

C. RESOLUTIONS:

1. Resolution of the City Commission of the City of Leesburg, Florida approving a special transfer from the Gas Utility to the Debt Service Fund in the amount of $976,320 for debt service associated with the Kristen Court Property; and providing an effective date.

2. Resolution of the City Commission of the City of Leesburg, Florida appointing one member to the Library Advisory Board to a five-year term as a member with said term to expire September 30, 2021; and providing an effective date.

3. Resolution of the City Commission of the City of Leesburg, Florida, authorizing execution of the Thirteenth Amendment of the Depository Trust Agreement to conform the City's depository account for Florida Gas Utility; and providing an effective date.

4. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Civic Organization Funding Agreement between the City of Leesburg and Leesburg Cemeteries, Inc. for Fiscal Year 2016-17; 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 Third Amendment to the Lease between the City of Leesburg and Skybolt Aeromotive Corp, for the purpose of updating the use clause; and providing an effective date.

6. Resolution of the City Commission of the City of Leesburg, Florida, authorizing execution of an Agreement for Acquisition of Easements from B & B Sumter, LLP as

Grantor, for the purpose of constructing a natural gas gate station; 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 amendment to the Florida Department of Transportation Traffic Signal Maintenance and Compensation Agreement; and providing an effective date.

8. Resolution of the City Commission of the City of Leesburg, Florida approving a profit sharing Agreement with Heli Aviation during the Wings & Wildflowers Event at Venetian Gardens; and providing an effective date.

6. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:

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

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

2. Discuss the proposed aggregate millage rate

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

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

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

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

7. Announce the adopted millage rate

B. Second reading of an ordinance amending the Arlington Ridge PUD (Planned Unit Development) zoning to allow for a reduced rear yard setback for lots meeting specified criteria. (Arlington Ridge)

C. Second 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.

D. Second 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)

E. Second 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)

F. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Design-Build Services Agreement with Marbek Construction for design and construction services on the Rogers Park Pavilion; and providing an effective date.

G. Resolution of the City Commission of the City of Leesburg, Florida extending the term of Planning Commissioners James Argento, Donald Lukich, and Charles Townsend to September 30, 2019.

H. Discussion Item: Discuss Sale of City Property

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

8. CITY ATTORNEY ITEMS:

9. CITY MANAGER ITEMS:

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

11. ROLL CALL:

12. ADJOURN:

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

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

MINUTES OF THE CITY COMMISSION MEETING
THURSDAY, SEPTEMBER 15, 2016

The City of Leesburg Commission held a meeting regarding the Tentative Millage and Budget Adoption Thursday, September 15, 2016, in the Commission Chambers at City Hall. Mayor Hurley called the meeting to order at 5:34 p.m. with the following members present:

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

Commissioner Dan Robuck was absent. Also present were City Manager (CM) Al Minner, Budget Manager (BM) Brandy McDaniel, City Clerk (CC) J. Andi Purvis, 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.

PRESENTATION:

CM Minner provided a brief Final Budget Recap for Fiscal Year 2016-17.
(please see attached)

The big note to point out is the millage rate remains the same, 4.2678, which is a slight tax increase, and in exchange for that tax increase, we are lowering the electric rate.

Mayor Hurley asked where this puts us at now on electric.

CM Minner stated he will have a more detailed discussion for the commission on this probably in about a month and the reason he is holding off is because FMEA tracks this on a monthly basis and he is waiting for them to update their charts. Right now our base rate of electric is $105 per 1,000 on the residential side; it started at $138 and was scheduled to go to $142. This month we discussed returning those over recovery monies back to our customers, so for about three months, starting August, September, and October, there will be a zero power cost adjustment in our bills.

Commissioner Dennison asked how the new labor law changes will affect overtime.

CM Minner does not think it will have a great effect on it at all. The Library is where this hit the most, maybe three or four employees, so we did throw in about $5,000 extra to their overtime budget; far less than having to change salary numbers. The biggest effect of the Exempt/Non-Exempt change was actually for our Athletic Supervisor position in Recreation. So we added a Planner position, did the exempt status, addressed the City Clerk position, and addressed the Maintenance Worker 1 positions, and we have the 3% COLA. Those are all the personnel issues in the budget.

Other Changes:
Gymnasium:
Expand operation hours at about a $10,000 increase to the Recreation budget.

Commissioner Bone appreciates staff doing this and thinks that is a reasonable number to keep the gym open for those extra hours.

Marina Rent:
Two tiers; one for Residents and one for Non-Residents.

Mayor Hurley asked for an approximately number on the budgeted annual increase.

Recreation Director (RM) Travis Rima stated from last year to this year, it should be right around $70,000.

Mayor Hurley asked if there an issue with the pool cover and are we currently working on that.

CM Minner stated the Swim club is a staunch advocate that the city builds a new pool and when they spoke with him a few weeks ago, they again advocated their position to encourage the commission to build a new pool, and petitioned the city to buy new pool cover for them. Historically, the Swim Club bought that pool cover and it cost about 10 to 12 thousand dollars. He has not moved on that topic. He will get with Travis and DC to review contingency funds.

Commissioner Christian asked, before spending $12,000 of the city manager contingency fund, what is the purpose of the pool cover because the Carver Heights pool does not have one.

CM Minner stated the purpose of the pool cover is just to keep the water warm so they can do swim practice in the winter.

Commissioner Christian stated he is not an advocate for that and thinks if we are going to look at spending $10,000 for a pool cover, then he has a whole list of other things that money can be spent on throughout the city.

Mayor Hurley would still promote the Swim club do it, as we are actually spending a lot of money annually on the pool with repairs.

CM Minner stated obviously he did not think this was a huge priority and then that article came out in the newspaper. Frankly, his attention has been on other issues so has not aggressively tackled this one. He appreciates the commission feedback.

Firefighters:

CM Minner stated Monday's meeting had discussion about additional firefighters and the commission asked about the cost. The request came as how do we make three firefighters on a truck at all stations, at all times; how do we get to that level of service. Right now, when there is a storage of personnel, the Chief uses the outlying departments, Okahumpka and the Airport, to shift people around into the major departments, being the Canal and Griffin stations. In a perfect world, if everyone comes to work, no one is sick, no one takes PTO, there is enough coverage to keep three folks on a truck, but that system starts breaking down when people start taking PTO. So, the question then

becomes how to you maintain at least three firefighters on a truck at all times, at all stations and there are two ways to do it: 1) pay more overtime and use your existing people to fill in the gaps, at an increase cost of about $235,500; or 2) add three firefighters, without benefits that cost is about $177,000. He stated to note if we do add three additional personnel, the existing over time budget at $175,000 will not decrease. He does not think we should move forward with this plan right now as there are a few things going on regionally that we need to keep our eye on before committing to expanding fire services. He is doing a regional study to figure out what it would cost to provide fire and emergency services in the northwest region of the county. Lake County is also in the process of doing a regionalization study that they expect to unveil in December. He thinks before we start adding additional folks to our outlying stations, especially on the south side, we really need to see when that additional growth starts to occur and hopefully it will pay for itself. CM Minner stated his recommendation is to go with the budget as it is, that is 47 firefighters, 5 administrative staff and 42 firefighters, the EMS/Paramedics are included there as well, but his recommendation is to move forward accordingly.

Mayor Hurley asked how you hire three new positions and not reduce overtime. The three additional would give you three floating staff members to cover when someone is out.

CM Minner stated the overtime is going to be a fixed cost; we may see that number go down slightly, but does not think there will be a major shift in the overtime.

Commissioner Bone stated now you have three more positions to cover for.

Chief Johnson stated basically how it works is right now we have 14 guys on a shift. He allows two off, so two off means that Station 4 is now at two people and if you give him three more personnel, he will still allow two off. It is the third person causing the overtime who calls in sick, injury or anything else that might come up, so the overtime is basically fixed. When he ran the sustainability study, the average is anywhere from about 6 to 10% of your budget, and ours is about 2.9%.

Commissioner Dennison asked about the effect of the grant they are going to apply for.

CM Minner stated the grant is going to help defer some of those costs, just like the police grant did.

Chief Johnson stated it is a two-year program, but he would not suggest doing the grant. The grant is going to put you in the position to defer that cost and then two or five years from now you are going to forget about it and ask where are we going to get the money from; that is how we wind up laying guys off.

CM Minner stated everything else in the budget remains pretty much the same.

Commissioner Christian stated on to the Neighborhood Center, we talked about if going the full kitchen route that we would be $200,000 short, and asked if that possibility should be included now.

CM Minner stated his recommendation would be to go with the funding route as it is. Should the CRA board decide it wants to incur all that additional costs now, the two options would be: 1) spend cash, use general fund revenues or use some of the utility funds to cover the cost of the capital cost, or 2) change the financing mechanism to stretch out the term of the debt which will bring down the annual costs. This is not something he thinks needs to be addressed now.

PUBLIC HEARINGS AND NON-ROUTINE ITEMS:

Public Hearing on the proposed millage and proposed budget for Fiscal Year 2016-2017.

HEARD THE NAME OF THE TAXING AUTHORITY, THE ROLLED BACK RATE, AND THE MILLAGE RATE TO BE LEVIED

Budget Manager (BM) Brandy McDaniel announced the Name of the Taxing Authority is the City of Leesburg, Florida. The proposed Millage Rate of 4.2678 is 0.81% higher than the current year rolled back rate of 4.2334, the Millage Rate to be Levied: 4.2678 Mills per $1,000.00.

DISCUSSED THE PROPOSED AGGREGATE MILLAGE RATE

BM McDaniel stated on July 25th, the Commission approved the tentative millage rate of 4.2678 mills per $1,000. Whereas, the proposed budget was developed using 4.2678 mills per $1,000. Therefore, the tentative millage rate of 4.2678 mills per $1,000 represents a 0.81% increase from the current year rolled back rate, which is attributable to additional expenses, and is considered a tax increase under TRIM guidelines.

REQUESTED COMMENTS FROM THE PUBLIC REGARDING THE TENTATIVE MILLAGE RATE

There were none.

ADOPTED RESOLUTION 9866 TENTATIVELY ADOPTING THE MILLAGE RATE OF 4.2678 PER $1,000 TAXABLE VALUE FOR FISCAL YEAR 2016-2017

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

> RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA TENTATIVELY ADOPTING 4.2678 MILLS AS THE FISCAL YEAR 2016-17 MILLAGE RATE FOR THE CITY OF LEESBURG, FLORIDA, REPRESENTING THE CURRENT YEAR PROPOSED AGGREGATE MILLAGE RATE OF 4.2678 MILLS WHICH IS 0.81% MORE THAN THE CURRENT YEAR ROLLED BACK RATE OF 4.2334; AND PROVIDING AN EFFECTIVE DATE.

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

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

The roll call vote was:

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

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

ADOPTED RESOLUTION 9867 TENTATIVELY ADOPTING THE FISCAL YEAR 2016-2017 BUDGET

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

> RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, TENTATIVELY ADOPTING THE FISCAL YEAR 2016-17 BUDGET FOR THE CITY OF LEESBURG, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

Commissioner Dennison moved to adopt the resolution and Commissioner Christian seconded the motion.
Mayor Hurley requested comments from the Commission and the audience. There were none.

The roll call vote was:

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

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

ANNOUNCED THE TENTATIVELY ADOPTED MILLAGE RATE

BM McDaniel stated the tentatively adopted millage rate to be levied is 4.2678 mills per $1,000.

ESTABLISHED AND PUBLICLY ANNOUNCED THE DATE, TIME AND PLACE FOR THE PUBLIC HEARING TO FINALLY ADOPT THE MILLAGE RATE AND THE FISCAL YEAR 2016-2017 BUDGET

BM McDaniel stated the date to finally adopt the millage rate and the Fiscal Year 2016-2017 budget is scheduled for Monday, September 26, 2016, at 5:30 p.m.

CITY MANAGER ITEMS: Nothing

PUBLIC COMMENTS: None

ROLL CALL:

Commissioner Christian had nothing.

Commissioner Bone had nothing.

Commissioner Dennison had nothing.

Mayor Hurley stated as to our civic funding, he has been a staunch fighter for the Boys and Girls Club; having served on that board for over 10 years. This year based on the current situation with that particular organization, and being that the city has given them free rent and free utilities now for years, he does not think they should receive the public funding this year. Under the current president and executive board, they have run into some serious issues with misappropriation of funds and other things, fell through on the property with the school board, they stopped their campaign for capital improvements, which means the Leesburg facility will not be built any time soon and has been pushed back for years. As an alternative, because he does think that one of the key points for this commission is children, he would like to make a recommendation for the organization called Voices for Children. Voices for Children raises money for the Guardian Ad Litem program, a state mandated organization, that every child in the Fifth Judicial Circuit displaced from their home for any reason is assigned a guardian until those things are worked out. It is that Guardian Ad Litem who looks out for the child's wellbeing during that course, not the foster parent, not the state or DCF; it is an independent volunteer. There are 2,130 kids currently in the system, 353 of them are ours, and there are 255 GAL volunteers; volunteers who are paid nothing obviously and they simply look out for the best interest of that child. The state funding pays for the 10 permanent GAL employees and building rent; however, the state mandated that guardians cannot do any type fundraisers or anything to raise money for the children in these situations. So this group called Voices for Children, made up of a board of 10 people, with absolutely no paid staff, just a group working from their homes to raise money for the Guardian Ad Litem children. It is 100% volunteer, a 501©3, and the money they raise goes strictly to the GAL children. This organization is here to help make sure that children in the system have the necessities to try and have a normal life in the midst of this crisis as much as possible. Mayor Hurley asked that this year the funds from the Boys and Girls club be deferred to this program for the Guardian Ad Litem children. **Commissioner Bone** asked if we do rethink on Boys and Girls club, he would only ask that we do not just look at this one group here, but maybe also look at some other local groups. He is sure there are people locally within Leesburg who are working directly with young people that are disadvantaged. Not to have people come in and ask, but if we can put a list together of some of those groups. **Commissioner Christian** stated that is going to be the issue with the civic funding, the moment you open it up, we are all going to hear from three or four different groups. He hates to kick an organization when they are down, and yes, the club came to us saying they needed a place to go so we gave them the facility at Rogers Park. It is a small facility, but he thinks we also must be careful that if we take a hard line approach they might just simply say we have a place in Lady Lake, one in Clermont that is doing really good, we have a place in Eustis, let's leave Leesburg. The school board just passed a 500+ million-dollar budget, but how much of that budget is for mentoring

kids in Leesburg, after school programs in Leesburg for kids who leave school at 2:30 to go home to an empty house and have no homework assistance. What organization in our city can we say instead of throwing a million dollars to a 500 million-dollar budget, who can we support that is going to help us make our schools better; you cannot make a building better, can only do that with the children. He has a friend who works at the club and she said she has gone from 40 to 30 hours a week, these are people who live in Leesburg who just took a 10 hour a week pay cut because there is turmoil at the organization, but they do not quit because they love the kids. So are we punishing the dedicated employees, the kids, or the organization because of oversight on the board of directors. He worked with DCF, for HRS, and worked very closely with the Guardian Ad Litem program, who manages students, but he also knows what the Boys and Girls club, what work they are capable of doing and what they should be doing. He just does not just want to kick them when they are down. To take from one group to give to another, he thinks is saying one is more important than the other. He would say hold whatever amount for them until we have the contract; until they hire a CEO and make a commitment to Leesburg that this is our plan for Leesburg. He has no problem giving the Voices for Children three or four thousand dollars, but not what the club was getting because they were up there with the Chamber and the Partnership. So just find an amount to give it to them and we just tell the Boys and Girls club when they are ready to make a presentation to the City of Leesburg, we have some money for you. **Mayor Hurley** agrees it is not the children's fault or the staff, but does not look at it quite like kicking them when they are down because we are not taking away the building or charging them rent and utilities tomorrow. That facility stays running at 60 even though they were planning for 250, because that is our need in Leesburg right now, but when you look at the total budget for Lake County, what does Leesburg get; how much money is truly being spent in Leesburg. Look at the buses they put in Leesburg, the little vans, as opposed to what they have in Clermont or the Villages. He will work with them as a city because he wants our children to have those benefits here, but he is not going to give them a bonus when they spent $87,000 last year in travel, taking the entire board and select people, including one school board member, to Disney for three days of Team Building at the Disney Resort and stayed there. He wants to say we will support you, he fought for that for years, but here are kids that need a toothbrush and need the tutoring. The only reason he brought this was he was just trying to say there is a way we can take some amount of money and still be involved with children; make a difference because a majority of these kids are in Lake County. **Commissioner Bone** asked if this is something that has to be decided tonight because he does have some other thoughts about it. **Mayor Hurley** replied no, he just brought this up tonight to let everybody have something to think about before the second reading. Commissioner Dennison stated she is not against it and would like a copy of the information. She also agrees with the fact that the club was supposed to be three months in that building at Rogers Park, period and still pay for the electricity. They have now been there for 3 ½ years, have never paid electricity, and have taken that building over as their own. She thinks we have been giving money over and above what we had told them we would do.

Commissioner Bone left the meeting at 6:28 p.m.

Commissioner Christian stated he did not know about the organization going to Disney and thinks if we are going to be supportive of kids and organizations who help kids, he has been doing this for a very long time, and has seen organizations come to this city,

come to that podium and they are no longer here. We know we have a problem, especially lower income, minority kids who have nowhere to go, do not have tutoring, and that is a big issue within our school system. He thinks if we are going to be a city to support, we talk about schools and improving our schools, but it starts at the bottom, it starts with those kids who do not have an opportunity, who cannot jump to First Academy, or wherever, they are forced to go to schools that we are not going to say we are going to assist you. When you look at what Clermont, Eustis, or the church in Lady Lake is doing for them, he thinks we are still doing what other cities are doing. He thinks we have to ask ourselves do we want them in our city; that is the bottom line. **Mayor Hurley** stated he wants them in the city, he was just looking for an alternative. When you look at the need we have and the percentage of the need, we are only getting about a fourth of the kids that we have being able to attend; they are doing these great things everywhere else, but not here. He does not want to reward them and whether we do this or some other program, he is just saying he thinks they are taking advantage of us.

Commissioner Christian stated he is all about kids and does not have a problem adding this group to the list. There are a lot of organizations out there and he just wants to make sure we are doing what is best for Leesburg; especially Leesburg's children.

ADJOURN:

Commissioner Christian moved to adjourn the meeting. The meeting adjourned at 6:35 p.m.

_____
Mayor

ATTEST:

_____
J. Andi Purvis
City Clerk & Recorder

Final Budget Recap
Fiscal Year 2016-17

Personnel Changes

- Planner has been added to Planning & Zoning total cost is $67,168 (General Fund cost $30,226, Utilities $36,942)
- Re-Classified a number of positions to meet the standards of the new Exempt/Non-Exempt Federal Labor Law:
  - Caused Athletic Supervisor (Recreation) to Recreation Supervisor total cost to General Fund $6,404

Other Changes

- The recreation budget has been increased $10,000 for the Gym to stay open more:
  - Adding two nights during the week for late night open gym
    - Current hours 8:30 to 5 pm change to 8:30 to 8 pm
  - Open Saturday's 10 am to 4 pm
  - Open for 5 holidays from 10 am to 4 pm
    - Memorial Day
    - Labor Day
    - Veterans Day
    - Day after Thanksgiving
    - MLK Jr. Day
  - Rules for late night and holiday/weekend open gym
    - Must have and present a membership or pay daily fee

Marina Rent Changes

Non Commercial (residents)	15% increase at contract renewal
Current Wet Slip $5.50 per foot	Proposed Wet Slip $6.33 per foot
Current Dry Slip $6.05 per foot	Proposed Dry Slip $6.96 per foot
Current Trailer Storage $20.00	Proposed Trailer Storage $25.00
Non Commercial (non residents)	+5% above resident rate at contract renewal
Current Wet Slip $5.50 per foot	Proposed Wet Slip $6.65 per foot
Current Dry Slip $6.05 per foot	Proposed Dry Slip $7.31 per foot
Current Trailer Storage $20.00	Proposed Trailer Storage $25.00
Commercial	+5% above non residents rate at contract renewal
Current Wet Slip $5.50 per foot	Proposed Wet Slip $6.98 per foot
Current Dry Slip $6.05 per foot	Proposed Dry Slip $7.68 per foot

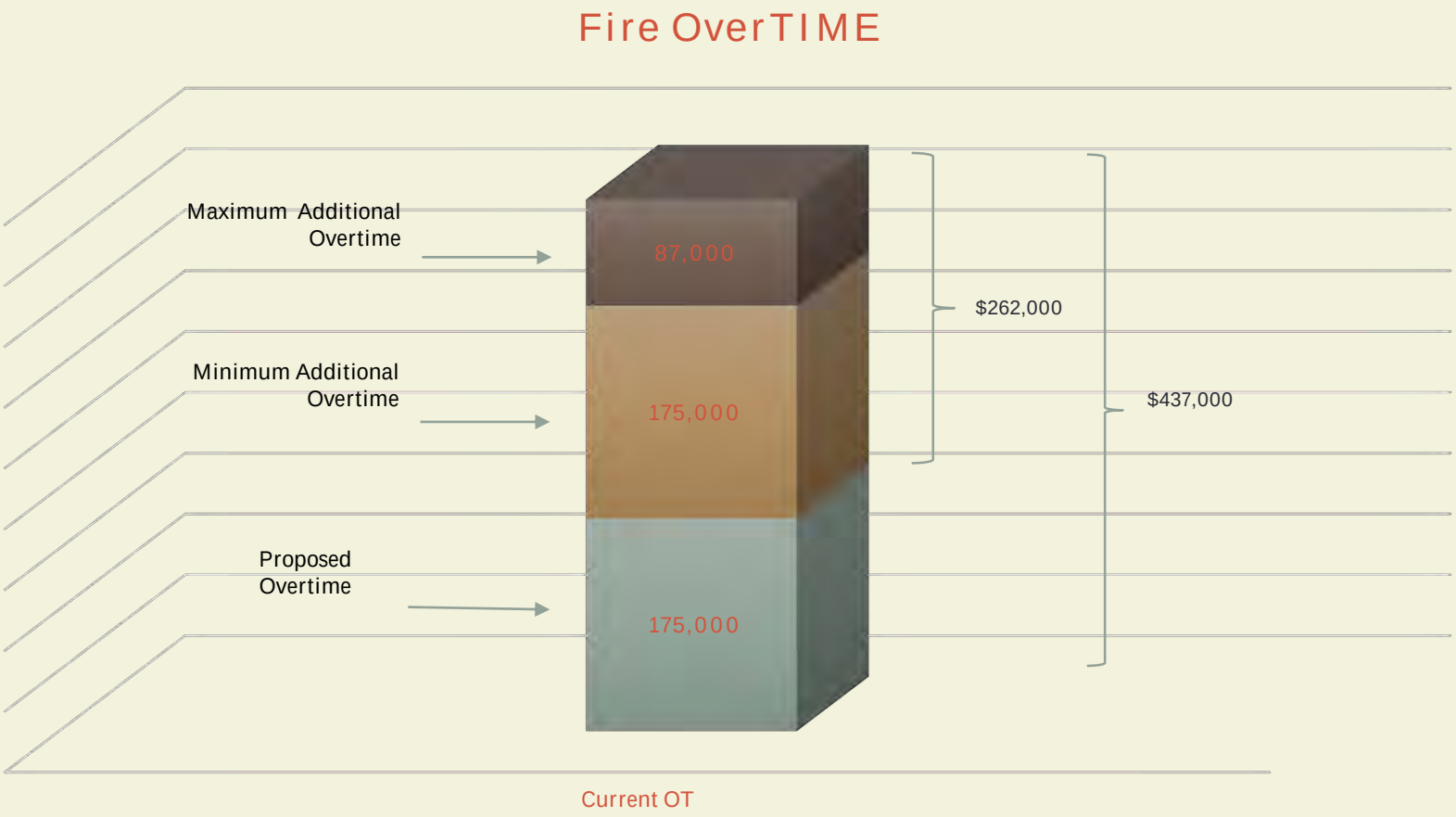
Comparison Marina Rent

Marina	Wet/ ft	Dry/ ft	Trailer
Fisherman's Cove (Tavares)	$4.25	$6.50	$35
Tavares Land & Sea (Tavares)	$4.50		
Banana Cove (Tavares)	$5.00	$4.50	
Venetian Gardens (Leesburg) Non- Commercial- resident	$6.33	$6.96	$25
Venetian Gardens (Leesburg) Non- Commercial- non resident	$6.65	$7.31	$25
Mount Dora Marina (Mount Dora)	$6.65	$7.35	$20
*Venetian Gardens (Leesburg) Commercial**	$6.98	$7.68	$25
*Proposed rates for FY 16-17			

Additional Firefighters

- To maintain at least three firefighters on a truck at all times in all stations one of two actions must occur:
  - Increase overtime budget by $235,500 (Total allocation $410,500)
  - Add three fire fighters- $177,000 +Benefits and No Reduction in existing OT ($175,000)
- This staffing modification can by absorbed by adjusting fire assessment fee revenue estimate.
- City Manager recommendation – move forward w/ Fire Department budget as originally drafted and consider modification to personnel when:
  - City study of regional fire and emergency services complete
  - Lake County finishes their regional fire service study
  - Additional growth occur in south Leesburg

Additional Firefighters



Questions???

AGENDA MEMORANDUM

Item No: 5.B.1.

Meeting Date: September 26, 2016

From: Mike Thornton, Purchasing Manager for
Tracey Dean, Airport Manager

Subject: Resolution authorizing execution of Change Order 1 reconciling final quantities

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Staff Recommendation:
Staff recommends approval of the resolution authorizing execution of Change Order 1 with C.W. Roberts, Inc. for credit amount of $10,503.00.

Analysis:
The City Commission approved resolutions 9768 & 9769 authorizing execution of the Supplemental JPA with the Florida Department of Transportation and approval of a construction services agreement with the C.W. Roberts Construction, Inc. for the Airport Apron Expansion Project for a contract amount not to exceed $414,490.00.

Construction on the project has been completed and Change Order No 1 reconciling the final quantities has been submitted by the Contractor. The reconciling change order results in a negative net change of $10,503.00 reducing the original contract amount to $403,987.00. Approval of Change Order 1 will allow the project to be closed out.

Options:
1. Approve Change Order 1 with C.W. Roberts, Inc. for final quantity reconciliation; or
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:
The fiscal impact will be a reduction in the contract amount of $10,503.00. This savings will be shared between FDOT and the City based on the funding percentages.

Submission Date and Time: 9/22/2016 1:26 PM

Department:	**Airport**			**Reviewed By**		Account No.:	**048-8099-542.63-10**
Prepared by:	**Lisa Wolfkill**			Department Head:		Project No.:	**480003**
Attachments:	X	Yes	No	Finance Department:		WF/Job No.:	**WF0982790/002**
Advertised:		Yes	X Not Required	Deputy City Manager:		Req. No.:	**47888**
Dates:				**Submitted by:**		Budget:	
Attorney Review:		Yes	X No	City Manager:		Available:	

RESOLUTION NO._____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE CHANGE ORDER 1 WITH C.W. ROBERTS, INC. FOR A CREDIT AMOUNT OF $10,503.00 RECONCILING FINAL QUANTITIES ON THE APRON EXPANSION PROJECT; 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 C.W. Roberts, Inc. whose address is 3372 Capital Circle N.E., Tallahassee, Florida 32308 (e-mail: ctaylor@cwrcontracting.com), for Change Order 1 reconciling final quantities.

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 26th day of September 2016.

_____
Mayor

ATTEST:

_____
City Clerk

City of Leesburg, Florida

CONSTRUCTION CHANGE ORDER

Change Number: **1 (Final)** Date Prepared: **8/29/2016**

City PO No.:

Project Name: **Apron Expansion**

A/E Firm: **AVCON, INC.** Contractor: **C.W. Roberts**

Address: **5555 East Michigan Street Suite 200** Address: **3372 Capital Circle N.E.**

City: **Orlando** City: **Tallahassee**

State/Zip: **FL** State/Zip: **FL**

Phone: **407-599-1122** Phone: **(352) 330-2540**

DESCRIPTON OF CHANGE (Attach additional pages if required.)	Decrease In	Increase In
Final Change Order (Quantity Reconciliation) See attached Breakdown	$36,460.00	$25,957.00
Subtotal:	$36,460.00	$25,957.00
Total Add (Deduct):	($10,503.00)	

Notice to Proceed Date:			Contract Amount Information	
Contract Time	Days	Substantial Completion Date	Original Contract Amount:	
Original Contract Time	0		Previously Approved CO's:	
Not Changed:			Present Contract Amount	$0.00
Increased by:		1/0/1900	This CO Add (Deduct)	($10,503.00)
Decreased by:		1/0/1900	New Contract Amount	-$10,503.00

This Change Order is an amendment to the Contract Agreement between Contractor and the City, and all contract provisions shall apply unless specifically exempted. The amount and time change designated are the maximum agreed to by both the City and the Contractor for this change. In consdieration of the foregoing adjustements in contract time and contract sum, the Contractor hereby releases City from all claims, demands or causes of action arising out of the transactions, events and occurrences giving rise to this Change Order. This written Change Order is the entire agreement between City and Contractor with respect to this Change Order. No other Agreements or modificiations shall apply to this contract amendement unless expressly providd herein.

RECOMMENDED	AGREED	AGREED
AVCON		
Signature, City Project Manager	Signature, Contractor	Signature, Authorized City Representative*
9/6/2016 Rob Hambrecht	8/29/16	
(Date)	(Date)	(Date)

*Authorized City Representative will be deterined by the Purchasing Manager and is dependent on the dollar value of all Change Orders on this project.

Attest: _____

City Clerk

AVCON, INC.
ENGINEERS & PLANNERS

5555 E. Michigan St., Suite 200
Orlando, Florida 32822
Phone: (407) 599-1122
Email: avcon@avconinc.com
www.avconinc.com

September 6, 2016

Ms. Tracey Dean
Airport Manager
Leesburg International Airport
8807 Airport Boulevard
Leesburg, FL 34788

Reference: **Apron Expansion - Leesburg International Airport**
C.W. Roberts Contracting, Inc.
Application and Certification for Payment No. 4 (final)

Dear Ms. Dean:

Attached you will find C.W. Roberts Contracting, Inc. Application and Certification for Payment **No. 4 (final)**, in the amount of **$20,199.35**. The pay application has been reviewed and approved by AVCON. This pay application releases all retainage.

Also attached is change order #1. Change order #1 is the final quantity reconciliation.

The contractor's *Disbursement of Previous Periodic Payments to Subcontractors* will be included under separate cover from the contractor (if required).

AVCON recommends payment to C.W. Roberts Contracting, Inc. in the amount shown. Please feel free to call me if you have any questions or require additional information.

Sincerely,

AVCON, INC.

Rob Hambrecht, P.E.
Senior Project Manager

Airport: **Leesburg International Airport**

Subject **Final Change Order (Quantity Reconciliation)**

Project: **Apron Expansion**

Date: **August 29, 2016**

Contractor: **C.W. Roberts Contracting, Inc.**

ITEM	SPEC	ITEM	UNIT	Unit	Unit Price	Extension	$ Over	$ Under	Notes
6	110-4	FULL-DEPTH PAVEMENT REMOVAL - VARIABLE DEPTH	SY	500	25.00	$ 12,500.00	$ 9,150.00	$ -	Removed additional pavement due to field conditions for neat straight edges
10	120-2	BORROW EXCAVATION	CY	500	1.00	$ 500.00	$ -	$ (500.00)	Did not use all of planned quantity
14	430-1	18" RC PIPE	LF	384	40.00	$ 15,360.00	$ -	$ (960.00)	Did not use all of planned quantity
20	610-1	PERMANENT ROADWAY/RUNWAY/TAXIWAY PAINT - WITH REFLECTIVE BEADS (YELLOW, WHITE)	SF	500	1.00	$ 500.00	$ -	$ (500.00)	Did not apply airfield markings on the apron
21	610-2	PERMANENT RUNWAY/TAXIWAY PAINT - WITHOUT REFLECTIVE BEADS (BLACK)	SF	500	0.50	$ 250.00	$ -	$ (250.00)	Did not apply airfield markings on the apron
22	700-1	HIGHWAY SIGNING	EA	4	200.00	$ 800.00	$ -	$ (400.00)	Did not use all of planned quantity
24	981-1	SODDING	SY	2,000	3.00	$ 6,000.00	$ 6,507.00	$ -	Sodded additional areas in the field to control erosion in critical areas
25	981-2	SEEDING	SY	4,000	0.20	$ 800.00	$ -	$ (260.00)	Did not use all of planned quantity
27	U-102	WATER VALVE ADJUSTMENT	LS	1	200.00	$ 200.00	$ -	$ (200.00)	Field conditions did not require the valve to be adjusted
33	E-105	INSTALL NEW MULTIMODE (12 STRAND) FIBER IN 1W2" DIRECT BURIED CONDUIT BETWEEN GATE 6 AND GATE 2	LF	800	27.00	$ 21,600.00	$ -	$ (9,720.00)	Did not use all of planned quantity
36	E-108	1W2" DIRECT BURIED DUCT, WITH CONDUCTORS INSTALLED AND COUNTERPOISE	LF	500	30.00	$ 15,000.00	$ -	$ (13,500.00)	Did not use all of planned quantity
		TOTAL BASE BID							

ITEM	SPEC	ITEM	UNIT						
ALT 1-1	230-3	14-INCH LIMEROCK BASE (APRON)	SY	1,900.00	23.00	$ 43,700.00	$ -	$ (6,072.00)	Did not use all of planned quantity
ALT 1-2	334-1	HOT MIX ASPHALT - FDOT TYPE SP 12.5 (APRON)	TON	435.00	92.00	$ 40,020.00	$ -	$ (2,668.00)	Did not use all of planned quantity
		TOTAL ALTERNATE BID 1 - ASPHALT PAVEMENT							

ITEM	SPEC	ITEM	UNIT						
ADD 1-1	230-2	8-INCH LIMEROCK BASE (ROAD)	SY	1,300	20.00	$ 26,000.00	$ 10,300.00	$ -	Quantity overrun due to field conditions
ADD 1-2	334-1	HOT MIX ASPHALT - FDOT TYPE SP 12.5 (ROAD)	TON	160	110.00	$ 17,600.00	$ -	$ (1,430.00)	Did not use all of planned quantity
		TOTAL ADDITIVE BID 1 – ROADWAY PAVEMENT							
							$ 25,957.00	**$ (36,460.00)**	
							Net:	**$ (10,503.00)**	**Contract Deduction**

AGENDA MEMORANDUM

Item No: 5.B.2.

Meeting Date: September 26, 2016

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

Subject: Resolution authorizing execution of Amendment Three to an existing agreement with Mott Concrete, Inc. extending the contract and providing for a unit price increase for Fiscal Year 2017.

Staff Recommendation:
Staff recommends approval of the resolution authorizing execution of Amendment Three to an existing agreement with Mott Concrete, Inc. for concrete sidewalk, curb & gutter construction services for an additional three years and approving unit price increases.

Analysis:
The City currently has a multi-year fixed unit price agreement with Mott Concrete Inc. for concrete sidewalk, curb & gutter construction services which is currently in a 3-year term that will expire on September 30, 2016. Amendment three extends the term of the Agreement through September 30, 2019 and provides increases to some of the items.

In accordance with the cost adjustment clause in the original Agreement, Mott Concrete, Inc. has requested a unit price increase for the Fiscal Year of 2017. Exhibit "A" to the amendment reflects the new unit pricing for the contracted line items. Staff has reviewed the price increases and has determined them to be reasonable and in line with market conditions for the materials used in providing these services.

Options:
1. Approve resolution authorizing the execution of Amendment Three with Mott Concrete, Inc.; or
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:
Public Works Department budgets funds each fiscal year for sidewalk, curb & gutter constructions services.

Submission Date and Time: 9/22/2016 1:26 PM

Department:	**Public Works**	**Reviewed By**		Account No.:	**001-5112-541.46-25**
Prepared by:	**Lisa Wolfkill**	Department Head:		Project No.:	
Attachments:	X Yes ___ No	Finance Department:		WF/Job No.:	
Advertised:	___ Yes X Not Required	Deputy City Manager:		Req. No.:	**47766**
Dates:		**Submitted by:**		Budget:	
Attorney Review:	___ Yes X No	City Manager:		Available:	

RESOLUTION NO._____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AMENDMENT THREE TO THE EXISTING UNIT PRICE AGREEMENT FOR SIDEWALK, CURB AND GUTTER SERVICES WITH MOTT CONCRETE, INC. ALLOWING FOR UNIT PRICE REVISIONS; 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 Amendment Three with MOTT CONCRETE, INC. whose address is 3745 Rogers Industrial Park Road, Okahumpka, Florida 34762, (email: mottconcrete@embarqmail.com) for concrete sidewalk curb & gutter construction services for three years.

THAT all future expenditures for services ordered under the Agreement, including any Amendments, are approved provided the City Commission has appropriated sufficient funds in the fiscal year within which the expenditure is to be made. Should a department fail to budget funds specifically for the services provided under the Agreement, including any Amendments, approved by this Resolution, or if a department wishes to expend funds in excess of the appropriated amount, prior approval by the City Commission shall be required.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 26th day of September 2016.

_____
Mayor

ATTEST:

_____
City Clerk

THIRD AMENDMENT OF FIXED UNIT PRICE AGREEMENT FOR CONTRACTOR SERVICES

THIS AGREEMENT is made as of the 26th day of September, 2016, between **THE CITY OF LEESBURG, FLORIDA** a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **MOTT CONCRETE, INC.** whose address is 3745 Rogers Industrial Park Road, Okahumpka, Florida 34762 (hereinafter referred to as the "CONTRACTOR").

WHEREAS, on January 13, 2014, the CITY and CONTRACTOR entered into a unit price construction services agreement whereby the CONTRACTOR agreed to provide concrete sidewalk, curb and gutter installation services to the CITY (hereinafter referred to as the "Agreement").

WHEREAS, the parties wish to extend the term of the Agreement and amend the unit pricing of the Agreement due to industry price increases for concrete and have entered into this Amendment for that purpose.

WITNESSETH:

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

1. **Recitals.** The above recitals are true and correct and are incorporated by reference herein and made a part hereof.

2. **Amendment.** The parties agree to amend the Agreement as follows:
   a. Extend the term through September 30, 2019.
   b. Amend the unit pricing as reflected in **EXHIBIT "A"**.

3. **Modification.** Except as specifically modified by this Amendment, all terms and conditions of the prior agreement shall continue in full force and effect as originally executed. Nothing herein shall be deemed or construed to amend or modify any other contract or undertaking between the City and Contractor other than as defined above.

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

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

CITY OF LEESBURG, FLORIDA	**MOTT CONCRETE, INC.**
By: _____ Mayor	By: _____
Attest: _____ City Clerk	Printed: Larry Mott
Approved as to Form: _____ City Attorney	Its: President Title

EXHIBIT "A"

Concrete Sidewalk, Curb and Gutter

Unit Pricing Schedule

Item	Description	Unit	Contract Unit Cost
1.0	**SIDEWALK DEMOLITION AND REPLACEMENT**		
1.1	NO DRIVEWAY OR TRAFFIC BEARING SURFACES Demolition and disposal of existing sidewalk, replacement with fine grade 4-inch thick sidewalk, backfilling and dressing, provide all supervision and mobilization.		
	Greater than 800 Square Feet	SF	$ 6.41
	400 Square Feet to 800 Square Feet	SF	$ 6.30
	250 Square Feet to 400 Square Feet	SF	$ 6.30
	Less than 250 Square Feet	SF	$ 6.30
1.2	WITH DRIVEWAY OR TRAFFIC BEARING SURFACES Demolition and disposal of existing sidewalk with driveway, replacement with fine grade 6-inch thick sidewalk, backfilling and dressing, provide all supervision and mobilization.		
	Greater than 800 Square Feet	SF	$ 8.30
	400 Square Feet to 800 Square Feet	SF	$ 8.53
	250 Square Feet to 400 Square Feet	SF	$ 8.53
	Less than 250 Square Feet	SF	$ 8.53
2.0	**NEW SIDEWALK GRADE AND INSTALL**	**Unit**	**Contract Unit Cost**
2.1	NO DRIVEWAY OR TRAFFIC BEARING SURFACES Rough grade, remove and haul off debris, install fine grade 4-inch thick sidewalk, backfill and dress site, provide all supervision and mobilization.		
	Greater than 800 Square Feet	SF	$ 3.63
	400 Square Feet to 800 Square Feet	SF	$ 3.84
	250 Square Feet to 400 Square Feet	SF	$ 3.84
	Less than 250 Square Feet	SF	$ 3.84
2.2	WITH DRIVEWAY OR TRAFFIC BEARING SURFACES Rough grade, remove and haul off debris, install fine grade 6-inch thick sidewalk, backfill and dress site, provide all supervision and mobilization.		
	Greater than 800 Square Feet	SF	$ 4.85
	400 Square Feet to 800 Square Feet	SF	$ 5.07
	250 Square Feet to 400 Square Feet	SF	$ 5.07
	Less than 250 Square Feet	SF	$ 5.07
2.3	Minimum Pricing - mobilization costs applicable to small jobs of less than 250 Square Feet	Lump Sum	$ 450.00

EXHIBIT "A" (continued)

3.0	ADDITIONAL WORK ITEMS	Unit	Contract Unit Cost
3.1	Curb removal/disposal	LF	$ 7.49
3.2	Curb replacement FDOT Type A	LF	$ 10.54
3.3	Curb replacement FDOT Type B	LF	$ 9.42
3.4	Curb replacement FDOT Type D	LF	$ 9.42
3.5	Curb replacement FDOT Type E	LF	$ 10.54
3.6	Curb replacement FDOT Type F	LF	$ 12.77
3.7	Curb replacement FDOT Type RA	LF	$ 12.72
3.8	Gutter replacement FDOT Type Valley Gutter	LF	$ 17.23
3.9	Gutter replacement FDOT Type Shoulder Gutter	LF	$ 15.33
3.10	Curb replacement FDOT Type Asphaltic Concrete Curb	LF	$ 9.64
3.11	Curb replacement FDOT Type Drop Curb	LF	$ 9.42
3.12	Concrete Bumper Guard replacement	EA	$ 55.75
3.13	Sod strip - 1 piece wide - Adjacent sidewalk - Both sides	SF	$ 42.00
3.14	Sod strip - 1 piece wide - Adjacent sidewalk - One sides	SF	$ 42.00
3.15	Sod strip - 1 piece wide - Behind curb	SF	$ 42.00
3.16	Handicap Ramp - Additional Labor - Concrete - Single	EA	$ 347.75
3.17	Handicap Ramp - Additional Labor - Concrete - Double	EA	$ 401.25
3.19	ADA Surface Treatment - Plastic matting	SF	$ 141.75
3.20	MOT Expenses (flagman, cones, etc.)	HR	$ 428.00
3.21	Administrative cost for Building Department Permits City will reimburse contractor for actual cost of permits.	Lump Sum	No Bid
3.22	ADA Mat 2-ft x 5-ft installed	EA	$ 472.50

AGENDA MEMORANDUM

Item No: 5.B.3.

Meeting Date: September 26, 2016

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

Subject: Resolution authorizing execution of Amendment One to extend an existing agreement with Utility Technicians, Inc.

Staff Recommendation:
Staff recommends approval of the resolution authorizing execution of Amendment One to an existing agreement with Utility Technicians, Inc for annual sanitary sewer manhole rehabilitation services for an additional three years.

Analysis:
The City currently has a fixed unit price agreement with Utility Technicians, Inc. for sanitary sewer manhole rehabilitation services which will expire on September 30, 2016. Public Works would like to extend existing contract for an additional 3-years. The expenditures during the 2016 Fiscal Year will total $89,600.00.

The only change to the original agreement is the extension of the term for an additional 3 years.

Options:
1. Approve execution of Amendment One with Utility Technicians, Inc.; or
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:
Public Works budgets funds each fiscal year for sanitary sewer manhole rehabilitation services.

Submission Date and Time: 9/22/2016 1:26 PM

Department:	**Public Works**	**Reviewed By**		Account No.:	**044-4081-535.46-26**
Prepared by:	**Lisa Wolfkill**	Department Head:		Project No.:	**447011**
Attachments:	X Yes ___ No	Finance Department:		WF/Job No.:	
Advertised:	___ Yes X Not Required	Deputy City Manager:		Req. No.:	**46975**
Dates:		**Submitted by:**		Budget:	
Attorney Review:	___ Yes X No	City Manager:		Available:	

RESOLUTION NO._____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AMENDMENT ONE TO THE EXISTING UNIT PRICE AGREEMENT FOR SANITARY SEWER MANHOLE REHABILITATION SERVICES WITH UTILITY TECHNICIANS; 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 Amendment One with UTILITY TECHNICIANS, INC. whose address is 630 Goodbar Avenue, Umatilla, Florida 32784, (email: mmoss@utilitytechnicians.com) for sanitary sewer manhole rehabilitation services for three years.

THAT all future expenditures for services ordered under the Agreement, including any Amendments, are approved provided the City Commission has appropriated sufficient funds in the fiscal year within which the expenditure is to be made. Should a department fail to budget funds specifically for the serves provided under the Agreement, including any Amendments, approved by this Resolution, or if a department wishes to expend funds in excess of the appropriated amount, prior approval by the City Commission shall be required.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 26th day of September 2016.

_____
Mayor

ATTEST:

_____
City Clerk

FIRST AMENDMENT OF FIXED UNIT PRICE AGREEMENT FOR CONTRACTOR SERVICES

THIS AGREEMENT is made as of the 26th day of September, 2016, between **THE CITY OF LEESBURG, FLORIDA** a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **UTILITY TECHNICIANS, INC.** whose address is 630 Goodbar Avenue, Umatilla, Florida 32784 (hereinafter referred to as the "CONTRACTOR").

WHEREAS, on October 12, 2015, the CITY and CONTRACTOR entered into an Agreement for Manhole Rehabilitation Services (hereinafter referred to as the "Master Agreement"). The Master Agreement is referenced herein as though set forth in full text.

WHEREAS, the CITY and the CONTRACTOR desire to enter into an Amendment extending the term of the original Agreement.

WITNESSETH:

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

1. **Recitals.** The above recitals are true and correct and are incorporated by reference herein and made a part hereof.

2. **Amendment.** The parties agree to extend the term of the Agreement to September 30, 2019.

3. **Modification.** Except as specifically modified by this Amendment, all terms and conditions of the prior agreement shall continue in full force and effect as originally executed. Nothing herein shall be deemed or construed to amend or modify any other contract or undertaking between the City and Contractor other than as defined above.

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

[*Signature page follows.*]

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

CITY OF LEESBURG, FLORIDA	**UTILITY TECHNICIANS, INC.**
By: _____ Mayor	By: Karen Purvis
Attest: _____ City Clerk	Printed: Karen S. Purvis
Approved as to Form: _____ City Attorney	Its: President Title

AGENDA MEMORANDUM

Item No: 5.B.4.

Meeting Date: September 26, 2016

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

Subject: Approve extension of contracts for debris removal services in response to a declared emergency event.

Staff Recommendation:
Staff recommends approval of the resolutions authorizing execution of the amendments extending the agreements with each of the contractors, Grubbs Emergency Services, LLC and TAG Grinding Services.

Analysis:
The City holds contracts with each of the listed contractors. The services they provide would be debris removal from public right-of-way resulting from a natural disaster such as a tornado, hurricane, flooding, etc. Should the City experience a declared or non-declared emergency event, one or both contractors can be mobilized to provide debris removal services.

The City has several federal roads. These contractors would provide 'first push' clean-up services on the federal roads. They would then move on to clean-up of City streets and roads.

Options:
1. Approve the resolutions authorizing execution of the amendment with both contractors extending the term of the original agreement; or
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:
The City would pay expenses resulting from their services and would file for reimbursement from the federal government provided the event qualifies for federal reimbursement. There would be no expenses unless the contractors are called-up and mobilized by the City.

Submission Date and Time: 9/22/2016 1:26 PM

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

RESOLUTION NO._____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AMENDMENT ONE TO AN EXISTING FIXED UNIT PRICE AGREEMENT EXTENDING THE TERM OF THE AGREEMENT WITH GRUBBS EMERGENCY SERVICES, LLC; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorized to execute a First Amendment to an existing agreement with Grubbs Emergency Services, LLC whose address is P.O. Box 468, Aripeka, Florida 34679 (email: paula@grubbses.com) for debris removal services in response to a declared emergency event.

THAT the amendment extends the term of the original agreement through September 30, 2019.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 26th day of September 2016.

_____
Mayor

ATTEST:

_____
City Clerk

FIRST AMENDMENT
TO A FIXED UNIT PRICE AGREEMENT

THIS AGREEMENT is made as of the 26th day of September 2016, between **THE CITY OF LEESBURG, FLORIDA** a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **GRUBBS EMERGENCY SERVICES, LLC** whose address is P.O. Box 468 Aripeka, Florida 34679 (hereinafter referred to as the "CONTRACTOR").

WITNESSETH:

THAT, on July 8, 2013, the CITY and CONTRACTOR entered into a fixed unit price agreement whereby the CONTRACTOR agreed to provide services to the CITY (hereinafter referred to as the "Agreement").

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

1. **Recitals.** The above recitals are true and correct and are incorporated by reference herein and made a part hereof.

2. **Amendment.** The parties agree to extend the term of the Agreement to September 30, 2019.

3. **Modification.** Except as specifically modified by this Amendment, all terms and conditions of the prior agreement shall continue in full force and effect as originally executed. Nothing herein shall be deemed or construed to amend or modify any other contract or undertaking between the CITY and CONTRACTOR other than as defined above.

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

[*Signature page follows.*]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment on the date stated in the preamble to the Amendment.

CITY OF LEESBURG, FLORIDA

By:_____
Mayor

Attest: _____
City Clerk

Approved
as to Form: _____
City Attorney

GRUBBS EMERGENCY SERVICES, LLC

By: _____

Printed: John G. Grubbs
Managing Member

Its: _____
Title

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/8/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Killingsworth Agency
19259 Cortez Blvd.
P. O. Box 1750
Brooksville FL 34605-1750

CONTACT NAME: Danielle Healis
PHONE (A/C, No, Ext): (352) 796-1451
FAX (A/C, No): (352) 799-5986
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Seneca Specialty Insurance Co	10729
INSURER B: American States Ins. Co.	19704
INSURER C: Scottsdale Insurance Company	41297
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Grubbs Emergency Services LLC
P.O. Box 468
Aripeka FL 34679

COVERAGES — CERTIFICATE NUMBER: 16-17 — REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:	X		BAG10108294	2/10/2016	2/10/2017	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS HIRED AUTOS / NON-OWNED AUTOS X $10,000 PIP	X		01CI72544330	10/3/2015	10/3/2016	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Medical payments	$ 2,000
C	UMBRELLA LIAB / X OCCUR X EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $ 0			XBS0060137	2/10/2016	2/10/2017	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Limits shown are those in effect at policy inception date.
Certificate holder is listed as additional insured in reference in General Liability and Automobile Liability.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Danielle Healis/CLARE Danielle H. Healis

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CERTIFICATE OF LIABILITY INSURANCE

Date 1/5/2016

Producer: Plymouth Insurance Agency
2739 U.S. Highway 19 N.
Holiday, FL 34691
(727) 938-5562

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

Insured: South East Personnel Leasing, Inc. & Subsidiaries
2739 U.S. Highway 19 N.
Holiday, FL 34691

Insurers Affording Coverage		NAIC #
Insurer A:	Lion Insurance Company	11075
Insurer B:		
Insurer C:		
Insurer D:		
Insurer E:		

Coverages

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits	
		GENERAL LIABILITY ☐ Commercial General Liability ☐ Claims Made ☐ Occur General aggregate limit applies per: ☐ Policy ☐ Project ☐ LOC				Each Occurrence	$
						Damage to rented premises (EA occurrence)	$
						Med Exp	$
						Personal Adv Injury	$
						General Aggregate	$
						Products - Comp/Op Agg	$
		AUTOMOBILE LIABILITY ☐ Any Auto ☐ All Owned Autos ☐ Scheduled Autos ☐ Hired Autos ☐ Non-Owned Autos				Combined Single Limit (EA Accident)	$
						Bodily Injury (Per Person)	$
						Bodily Injury (Per Accident)	$
						Property Damage (Per Accident)	$
		EXCESS/UMBRELLA LIABILITY ☐ Occur ☐ Claims Made ☐ Deductible				Each Occurrence	
						Aggregate	
A		**Workers Compensation and Employers' Liability** Any proprietor/partner/executive officer/member excluded? **NO** If Yes, describe under special provisions below.	WC 71949	01/01/2016	01/01/2017	X WC Statutory Limits ☐ OTHER	
						E.L. Each Accident	$1,000,000
						E.L. Disease - Ea Employee	$1,000,000
						E.L. Disease - Policy Limits	$1,000,000

Other **Lion Insurance Company is A.M. Best Company rated A- (Excellent). AMB # 12616**

Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions: Client ID: 82-65-070

Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company":

Sun West Acquisition Corp. dba Grubbs Emergency Services, LLC

Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s), while working in FL.

Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.

A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or by calling (727) 938-5562.

Project Name:

FAX 352-797-7598 / ISSUE 06-25-13 (MT) / Reissued 12/9/13 (SH)

Begin Date 4/26/2010

CERTIFICATE HOLDER

CITY OF LEESBURG
ATTN: MIKE THORNTON PURCHASING MANAGER
PO BOX 490630
LEESBURG, FL 34749

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

Joel A. Bruce

RESOLUTION NO._____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AMENDMENT ONE TO AN EXISTING FIXED UNIT PRICE AGREEMENT EXTENDING THE TERM OF THE AGREEMENT WITH TAG GRINDING SERVICE, 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 First Amendment one to an existing agreement with TAG GRINDING SERVICES, INC. whose address is 113 Horseshoe Bend Road, Dadeville, Alabama 36853 for debris removal services resulting from an emergency event.

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 26th day of September 2016.

_____
Mayor

ATTEST:

_____
City Clerk

FIRST AMENDMENT
TO A FIXED UNIT PRICE AGREEMENT

THIS AGREEMENT is made as of the 26th day of September 2016, between **THE CITY OF LEESBURG, FLORIDA** a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **TAG GRINDING SERVICES, INC.** whose address is 113 Horseshoe Bend Road, Dadeville, Alabama 36853 (hereinafter referred to as the "CONTRACTOR").

WITNESSETH:

THAT, on July 8, 2013, the CITY and CONTRACTOR entered into a fixed unit price agreement whereby the CONTRACTOR agreed to provide services to the CITY (hereinafter referred to as the "Agreement").

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

1. **Recitals.** The above recitals are true and correct and are incorporated by reference herein and made a part hereof.

2. **Amendment.** The parties agree to extend the term of the Agreement to September 30, 2019.

3. **Modification.** Except as specifically modified by this Amendment, all terms and conditions of the prior agreement shall continue in full force and effect as originally executed. Nothing herein shall be deemed or construed to amend or modify any other contract or undertaking between the CITY and CONTRACTOR other than as defined above.

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

[*Signature page follows.*]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment on the date stated in the preamble to the Amendment.

CITY OF LEESBURG, FLORIDA

By: _____
Mayor

Attest: _____
City Clerk

Approved
as to Form: _____
City Attorney

TAG GRINDING SERVICES, INC.

By: _____

Printed: Jerry W. Brooks

Its: CFO
Title

AGENDA MEMORANDUM

Item No: 5.B.5.

Meeting Date: September 26, 2016

From: Mike Thornton, Purchasing Manager for
Bill Spinelli, Finance Director

Subject: Resolution authorizing execution of Amendment One to an Agreement for meter reading services.

Staff Recommendation:
Staff recommends approval of Amendment One to an existing Agreement with S.W.I. Software Installed, Inc. (SWI) for meter reading services.

Analysis:
On December 9, 2013 the City Commission approved an Agreement with SWI to provide the City with meter reading services for the City's utilities. Staff has requested the Agreement be extended for an additional 3 years as provided for in the Agreement.

All per meter read costs remain unchanged. The Customer Service Department has requested the addition of two cost items to the contract as documented in the Amendment. The first added item would be a flat fee for meter rereads. SWI would perform meter rereads when requested by the City for various reasons. These rereads would not result due to the contractor misreading meters. For example, the reread may result from a customer questioning their bill or a report of high consumption.

The second cost item added is for SWI to perform water service turn on/turn off. This activity would be billed by the hour and they are compensated for mileage. This function was previously performed by utility staff.

Options:
1. Approve the resolution authorizing Amendment One to the Agreement with S.W.I. Software Installed, Inc.; or
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:
Funds are budgeted each year for meter reading services and will be available in the new fiscal year.

Submission Date and Time: 9/22/2016 1:26 PM

Department: Finance/Customer Service **Prepared by:** Mike Thornton **Attachments:** Yes X No ____ **Advertised:** ____ Not Required X **Dates:** ____ **Attorney Review :** Yes ___ No ____ **Revised 6/10/04**	**Reviewed by: Dept. Head** ____ **Finance Dept.** ____ **Deputy C.M.** ____ **Submitted by:** **City Manager** ____	**Account No.** ____ **Project No.** ____ **WF No.** ____ **Budget** ____ **Available** ____

RESOLUTION NO._____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AMENDMENT ONE TO AN EXISTING SERVICES AGREEMENT EXTENDING THE TERM OF THE AGREEMENT WITH S.W.I. SOFTWARE INSTALLED, INC. FOR METER READING SERVICES; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorized to execute Amendment One to an existing Agreement with S.W.I. SOFTWARE INSTALLED, INC. whose address is 5008 W. Linebaugh Ave., Suite #14, Tampa, Florida 33624 (email: joshuaprice.swi@gmail.com) for utility meter reading services.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 26th day of September 2016.

_____
Mayor

ATTEST:

_____
City Clerk

FIRST AMENDMENT TO AN
AGREEMENT FOR CONTRACTOR SERVICES

THIS AGREEMENT is made as of the 26th day of September, 2016, between **THE CITY OF LEESBURG, FLORIDA** a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **S.W.I. SOFTWARE INSTALL, INC.** whose address is 5008 W. Linebaugh Ave., Suite #14, Tampa, Florida 33624 (hereinafter referred to as the "CONTRACTOR").

WHEREAS, on September 9, 2013, the CITY and CONTRACTOR entered into an Agreement whereby the CONTRACTOR agreed to provide services for utility meter reading and related services to the CITY (hereinafter referred to as the "Agreement").

WHEREAS, the parties wish to extend the term of the Agreement and amend the services provided with associated costs under the Agreement and have entered into this Amendment for that purpose.

WITNESSETH:

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

1. **Recitals.** The above recitals are true and correct and are incorporated by reference herein and made a part hereof.

2. **Amendment.** The parties agree to amend the Agreement as follows:
    a. Extend the term through September 30, 2019.
    b. Amend the Compensation and Cost Article of the Agreement by adding the following services:
        iii. **Meter Rereads**. The CONTRACTOR shall perform an unlimited number of Meter Rereads as requested by the CITY. Compensation for this service shall be a flat $1,600.00 per month regardless of the number of Rereads performed during the month. Meter rereads must be completed within 2 business days of the request.
        iv. **Water Meter Turn On/Turn Off.** The CONTRACTOR shall perform Water Service Turn On and Turn Off activities for the CITY. Compensation for this service shall be $20.00 per hour (minimum 1 hour) and mileage reimbursement at the current rate set by the Internal Revenue Services (IRS).

3. **Modification.** Except as specifically modified by this Amendment, all terms and conditions of the prior agreement shall continue in full force and effect as originally executed. Nothing herein shall be deemed or construed to amend or modify any other contract or undertaking between the City and Contractor other than as defined above.

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

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

CITY OF LEESBURG, FLORIDA	**S.W.I. SOFTWARE INSTALL, INC.**
By:_____ Mayor	By: _____
Attest: _____ City Clerk	Printed: _____
Approved as to Form: _____ City Attorney	Its: _____ Title

AGENDA MEMORANDUM

Item No: 5.B.6.

Meeting Date: September 26, 2016

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

Subject: Resolution authorizing an Agreement with Lamberts Cable Splicing for utility installation services.

Staff Recommendation:
Staff recommends approval of assignment of an Agreement with Hewitt Power & Communications (Hewitt) to Lamberts Cable Splicing Company, Inc. (Lamberts).

Analysis:
The City holds a construction services Agreement with Hewitt Power & Communications for the installation of underground utility infrastructure. This agreement has over 200 items and is primarily used by the Electric Department.

In December 2014 Hewitt Power & Communications, Inc. merged with Lamberts Cable Splicing Company, LLC.

As a housekeeping issue staff request approval for the resolution authorizing execution of the Agreement with Lamberts and in the name of their company. All terms, conditions and pricing remain the same as approved in Amendment Nine to an Agreement with Hewitt. The term of the new Agreement with Lamberts will run through September 30, 2018.

Options:
1. Approve the resolution authorizing execution of the Agreement with Lamberts Cable Splicing Company, LLC; or
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:
The Electric Utility budgets funds each year for the services ordered under the unit price agreement.

Submission Date and Time: 9/22/2016 1:27 PM

Department: Electric Department **Prepared by:** Mike Thornton **Attachments:** Yes X No ____ **Advertised:** ____ Not Required X **Dates:** ____ **Attorney Review :** Yes ___ No ____ **Revised 6/10/04**	**Reviewed by: Dept. Head** ____ **Finance Dept.** ____ **Deputy C.M.** ____ **Submitted by:** **City Manager** ____	**Account No.** ____ **Project No.** ____ **WF No.** ____ **Budget** ____ **Available** ____

RESOLUTION NO._____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AMENDMENT TEN TO AN EXISTING FIXED UNIT PRICE AGREEMENT WITH LAMBERTS CABLE SPLICING COMPANY, LLC; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with LAMBERTS CABLE SPLICING COMPANY, LLC whose address is 2521 South Wesleyan Blvd., Rocky Mount, North Carolina 27803 for construction services related to the installation of utility infrastructure, primarily underground.

THAT all future expenditures for services ordered under the Agreement, including any Amendments, are approved provided the City Commission has appropriated sufficient funds in the fiscal year within which the expenditure is to be made. Should a department fail to budget funds specifically for the services provided under the Agreement, including any Amendments, approved by this Resolution, or if a department wishes to expend funds in excess of the appropriated amount, prior approval by the City Commission shall be required.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 26th day of September 2016.

_____
Mayor

ATTEST:

_____
City Clerk

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"HEWITT POWER & COMMUNICATIONS, INC.", A FLORIDA CORPORATION,

WITH AND INTO "LAMBERT'S CABLE SPLICING COMPANY, LLC" UNDER THE NAME OF "LAMBERT'S CABLE SPLICING COMPANY, LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-FOURTH DAY OF DECEMBER, A.D. 2014, AT 9:59 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2014, AT 11:59 O'CLOCK P.M.

Jeffrey W. Bullock, Secretary of State

3601362 8100M

AUTHENTICATION: 1991546

141584819

DATE: 12-29-14

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 09:59 AM 12/24/2014
FILED 09:59 AM 12/24/2014
SRV 141584819 - 3601362 FILE

CERTIFICATE OF MERGER
OF
HEWITT POWER & COMMUNICATIONS, INC.
WITH AND INTO
LAMBERT'S CABLE SPLICING COMPANY, LLC

Pursuant to Section 18-209 of the
Delaware Limited Liability Company Act ("DLLCA")

Lambert's Cable Splicing Company, LLC, a Delaware limited liability company (the "Survivor"), hereby certifies to the following facts relating to the merger of Hewitt Power & Communications, Inc., a Florida corporation, with and into the Survivor (the "Merger").

First: The name, jurisdiction of formation or organization, and type of entity of each of the constituent entities to the Merger are:

Name	Jurisdiction	Type of Entity
Lambert's Cable Splicing Company, LLC	Delaware	limited liability company
Hewitt Power & Communications, Inc.	Florida	corporation

Second: An Agreement and Plan of Merger dated December 24, 2014 (the "Merger Agreement"), has been approved, adopted, certified, executed and acknowledged by each of the constituent entities to the Merger in accordance with Section 18-209 of the DLLCA.

Third: The Survivor shall be the surviving entity of the Merger and the name of the surviving entity shall be Lambert's Cable Splicing Company, LLC.

Fourth: The Certificate of Formation of Lambert's Cable Splicing Company, LLC on file with the Office of the Secretary of State of the State of Delaware immediately prior to the Merger shall be the Certificate of Formation of the Survivor.

Fifth: This Certificate of Merger shall be effective on December 31, 2014 at 11:59 p.m. (Eastern Standard Time).

Sixth: An executed copy of the Merger Agreement is on file at the following place of business of Lambert's Cable Splicing Company, LLC:

11770 U.S. Highway 1, Suite 101
Palm Beach Gardens, FL 33408

Seventh: A copy of the Merger Agreement will be furnished by Lambert's Cable Splicing Company, LLC, upon request and without cost, to any member of Lambert's Cable Splicing Company, LLC, or to any stockholder of Hewitt Power & Communications, Inc.

[signature follows on next page]

IN WITNESS WHEREOF, Lambert's Cable Splicing Company, LLC has caused this Certificate of Merger to be duly executed by the undersigned, being an authorized person, this 24th day of December 2014.

LAMBERT'S CABLE SPLICING COMPANY, LLC

By: _____
Name: H. Andrew DeFerrari
Title: Treasurer

WL-4016

Detail by Entity Name

Foreign Limited Liability Company

LAMBERTS CABLE SPLICING COMPANY, LLC

Filing Information

Document Number	M03000000301
FEI/EIN Number	050542669
Date Filed	01/24/2003
State	DE
Status	ACTIVE
Last Event	CORPORATE MERGER
Event Date Filed	12/24/2014
Event Effective Date	12/31/2014

Principal Address

2521 SOUTH WESLEYAN BLVD.
ROCKY MOUNT, NC 27803

Changed: 04/27/2005

Mailing Address

11770 U.S. HIGHWAY 1
SUITE 101
PALM BEACH GARDENS, FL 33408

Changed: 04/04/2006

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Authorized Person(s) Detail

Name & Address

Title MGR

NIELSEN, STEVEN
11770 U.S. HIGHWAY 1, SUITE 101
PALM BEACH GARDENS, FL 33408

Title MGR

DEFERRARI, H. ANDREW
11770 U.S. HIGHWAY 1, SUITE 101
PALM BEACH GARDENS, FL 33408

Title MGR

LAMBERT, THOMAS L
2521 SOUTH WESLEYAN BLVD.
ROCKY MOUNT, NC 27803

Annual Reports

Report Year	Filed Date
2012	01/20/2012
2013	05/01/2013
2014	04/03/2014

Document Images

12/24/2014 -- Merger	View image in PDF format
04/03/2014 -- ANNUAL REPORT	View image in PDF format
05/01/2013 -- ANNUAL REPORT	View image in PDF format
01/20/2012 -- ANNUAL REPORT	View image in PDF format
01/13/2011 -- ANNUAL REPORT	View image in PDF format
01/22/2010 -- ANNUAL REPORT	View image in PDF format
02/10/2009 -- ANNUAL REPORT	View image in PDF format
02/28/2008 -- ANNUAL REPORT	View image in PDF format
04/27/2007 -- ANNUAL REPORT	View image in PDF format
04/04/2006 -- ANNUAL REPORT	View image in PDF format
04/27/2005 -- ANNUAL REPORT	View image in PDF format
07/22/2004 -- ANNUAL REPORT	View image in PDF format
01/24/2003 -- Foreign Limited	View image in PDF format

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State of Florida, Department of State

CONSTRUCTION SERVICES
FIXED UNIT PRICE AGREEMENT

THIS AGREEMENT is made as of the 26th 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 **LAMBERTS CABLE SPLICING COMPANY, LLC**, a Delaware limited liability company, whose principal address is 2521 South Wesleyan Blvd., Rocky Mount, North Carolina 27803 (hereinafter referred to as the "CONTRACTOR").

WITNESSETH:

WHEREAS, the CITY had an existing agreement with Hewitt Power and Communications, Inc (hereinafter referred to as the Previous Agreement); and

WHEREAS, CONTRACTOR has acquired the assets and liabilities of Hewitt Power and Communications, Inc. through a merger filed on December 24, 2014; and

WHEREAS, on June 10, 2013 the CITY executed Amendment 9 with Hewitt Power and Communications, Inc. pursuant to pricing from Invitation to Bid (ITB) 130271; and

WHEREAS, the CITY desires to enter into an Agreement with the CONTRACTOR under the same terms and conditions and pricing as stipulated in the Previous Agreement and all Nine Amendments with Hewitt Power and Communications, Inc.

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. **Services.** The CONTRACTOR shall furnish Underground Utility Installation Services to the CITY generally described as **GROUP 1 & GROUP 3 ITEMS** as described in **EXHIBIT "A"**. The unit costs of the services shall not exceed those stated in **EXHIBIT "A"** except where the cost adjustment clause has been exercised following the Firm Fixed Price Period. Nothing herein shall limit the CITY'S right to obtain proposals or services from other contractors for same or similar work.

2. **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 Electric Department.

3. **Payment.** All invoices shall contain the purchase order number, date and location of services provided quantity of services, CITY pay item number, item description and confirmation of acceptance of the services by the appropriate City representative. Failure to submit invoices in the prescribed manner will delay payment. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

4. **Term of Agreement.** The initial term of the Agreement shall be through September 30, 2018.

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

5. **Termination.** Notwithstanding any other provision of this Agreement, CITY may, upon fifteen (15) days written notice to CONTRACTOR, terminate this Agreement with or without cause. In the event of such termination, CITY shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for work, properly performed prior to the effective date of termination.

6. **Firm Fixed Price Period.** All Pricing will be firm and fixed through September 30, 2017. Following the firm fixed price period the CONTRACTOR may request a price adjustment as provided for in the Cost Adjustments section. Any cost adjustment(s) shall be made by a written amendment to this Agreement. Approval will be made by the Leesburg City Commission as the approving body of this original Agreement.

7. **Cost Adjustment** – Pricing for subsequent years and any extension term years may be subject to an adjustment only if increases in the industry occur. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 5% per year or, whichever is less. The latest yearly percentage increase in the All Urban Consumers Price Index (CPU-U) (National) as published by the Bureau of Labor Statistics, U.S. Dept. or Labor. The yearly increase, or decrease in the CPI shall be the latest index published and available ninety (90) days prior to September 30th of each year compared to the index for the same month twelve (12) months prior.

The CONTRACTOR is responsible for submitting any request for price increase. Any requested cost increase shall be fully documented and submitted to the CITY at least sixty (60) days prior to the end of any fiscal year, currently September 30th of each year. The CITY shall review the requested increase(s) and must accept any increases in writing by execution of an amendment to this Agreement. Should the CONTRACTOR not request a price increase prior to the sixty (60) day period the prices in effect at that time will remain in effect for the next twelve (12) month period of the Agreement. Any approved cost adjustment shall become effective October 1st. In the event the CPU or industry costs decline, the CITY shall have the right to receive, from the CONTRACTOR, a reasonable reduction in costs that reflect such cost changes in the industry. The CITY may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the CITY does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the CITY, the Agreement can be cancelled by the CITY upon giving thirty (30) days written notice to the CONTRACTOR.

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

a. The original of each such policy of insurance, or a complete duplicate, shall be delivered to 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).

9. **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.

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

11. **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 Invitation to Bid will remain in force for the full duration of this Agreement and any extensions.

12. **Non-Appropriation.** The CONTRACTOR understands and agrees that this Agreement is subject to the availability of funds to the CITY to purchase the specified products/services. As used herein, a "non-appropriation" shall be defined as an occurrence

wherein the CITY, in any fiscal period, does not allocate funds in its budget for the purchase of the specified products/services or other amounts owed pursuant to this Agreement, from the source of funding which the CITY anticipates using to pay its obligations hereunder, and the CITY has no other funds, from sources other than ad valorem taxes, which it deems to be available to pay its obligations under this Agreement. The CITY may terminate this Agreement, with no further liability to the CONTRACTOR, effective the first day of a fiscal period provided that (a) a non-appropriation has occurred, and (b) the CITY has provided the CONTRACTOR with written notice of termination due to non-appropriation of funds.

Upon the occurrence of such non-appropriation the CITY shall not be obligated for payment for any fiscal period for which funds have not been appropriated.

13. **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.

14. **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.

15. **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.

16. **Ownership of Documents.** All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and other documents, instruments, information and material prepared or accumulated by the 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.

17. **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.

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

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

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

21. **Contact Person**. The primary contact person under this Agreement for the CONTRACTOR shall be **DENO JONES, Vice President**. The primary contact person under this Agreement for the CITY shall be **GREG DAVID, Electric Superintendent**.

22. **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.

23. **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.

24. **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.

25. **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.

26. **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.

27. **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.

28. **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 WITENESS WHEREOF, the parties hereto have executed this Agreement on the date indicated in the preamble to the Agreement.

THE CITY OF LEESBURG, FLORIDA

By: _____
Mayor

Date: _____

ATTEST:

_____
City Clerk

Approved as to form:

_____
City Attorney

LAMBERTS CABLE SPLICING COMPANY, LLC

By: _____

Printed: _____

Its: _____
(Title)

EXHIBIT "A"
Schedule of Unit Prices

Item No.	Item / Task Description	Unit of Measure	Quoted Unit Cost
	GROUP 1		
	INSTALLATION OF UNDERGROUND ELECTRTIC SERVICE		
1	Non Energized service	Each	$170.0000
2	Energized Service	Each	$225.0000
	COST PLUS ITEMS		
3	Equipment Rental 3rd Party	Cost Plus %	15%
4	Materials	Cost Plus %	15%
	HAND TRENCH AND BACKFILL		
5	Hand Trench 30"	Linear Foot	$3.1000
6	Hand Trench 36"	Linear Foot	$3.2500
7	Hand Trench 42"	Linear Foot	$4.0000
8	Hand Trench 48"	Linear Foot	$4.5000
	MACHINE TRENCH AND BACKFILL - 8-inch maximum width		
9	Machine Trench 30"	Linear Foot	$1.5000
10	Machine Trench 36"	Linear Foot	$1.8000
11	Machine Trench 42"	Linear Foot	$1.9000
12	Machine Trench 48"	Linear Foot	$2.0000
	BACKHOE TRENCH AND BACKFILL - 24-inch maximum width		
13	Backhoe Trench 30"	Linear Foot	$2.0000
14	Backhoe Trench 36"	Linear Foot	$3.0000
15	Backhoe Trench 42"	Linear Foot	$3.8000
16	Backhoe Trench 48"	Linear Foot	$5.2500
17	Each Additional 6"	Linear Foot	$3.0000
	COMPACTION - In 12-inch Lifts		
18	Compaction 100% 30" Trench in 12-inch lifts	Linear Foot	$4.5000
19	Compaction 100% 36" Trench in 12-inch lifts	Linear Foot	$6.8000
20	Compaction 100% 42" Trench in 12-inch lifts	Linear Foot	$7.9000
21	Compaction 100% 48" Trench in 12-inch lifts	Linear Foot	$11.3000
	MISCELLANEOUS INSTALLATION		
22	Install Cable in Open Trench	Linear Foot	$0.7500
23	Install 500 mcm 15KV or Larger	Linear Foot	$0.7500
24	Pit & Mole any size Includes Placement & Cleanup	Linear Foot	$9.2500
25	Install Service riser 2"	Linear Foot	$12.2500
26	Place Pvc in Trench 1" to 4"	Linear Foot	$0.8000
27	Place Pvc in Trench 5" to 6"	Linear Foot	$0.8000
	PLOWING - CABLE & CONDUIT		
28	Plowing Primary or Secondary cable	Linear Foot	$1.3000
29	Plowing additional Cable in same ditch	Linear Foot	$0.5000
30	Plowing HDPE Flexible Conduit	Linear Foot	$1.3000
31	Plowing Additional HDPE Flexible Conduit	Linear Foot	$0.5000
	CABLE & FIBER INSTALLATION		
32	Install primary Cable 500 MCM and above	Linear Foot	$0.7500
33	Each additional Cable 500 MCM and above	Linear Foot	$0.7000
34	Install primary Cable 4/0 below	Linear Foot	$0.5800
35	Each additional Cable 4/0 and below	Linear Foot	$0.2500

EXHIBIT "A"
Schedule of Unit Prices

Item No.	Item / Task Description	Unit of Measure	Quoted Unit Cost
36	Install 1 Secondary conuctor	Linear Foot	$0.6200
37	Each additional Secondary Conductor	Linear Foot	$0.5500
38	Duplex, Install 1 - 300 or Smaller	Linear Foot	$0.7500
39	Triplex, Install 1 - 300 or Smaller	Linear Foot	$0.7500
40	Quad, Install 1 - 300 or Smaller	Linear Foot	$0.7500
41	Duplex, Install 1 - 500	Linear Foot	$0.9500
42	Triplex, Install 1 - 500	Linear Foot	$1.0000
43	Quad, Install 1 - 500	Linear Foot	$1.0500
44	1-Street Light Cable	Linear Foot	$0.6200
45	Each Additional cable	Linear Foot	$0.6000
	MISCELLANEOUS ITEMS		
46	Install Pull String in existing conduit	Linear Foot	$0.2000
47	Paint Single Phase transformer	Each	$50.0000
48	Paint 3 Phase Ped	Each	$50.0000
49	Paint 3 Phase Pad Transformer	Each	$50.0000
50	Install Secondary Pedestal	Each	$30.0000
51	Install Small Handhole Box	Each	$17.1000
52	Install Large Handhole Box	Each	$30.0000
53	Install Transformer Pad	Each	$17.1000
54	Compact 5'x5' Area for Pad	Each	$14.0000
55	Install Transformer on Pad	Each	$65.0000
56	Set 3 Phase ped	Each	$140.0000
57	Set Single Phase ped	Each	$80.0000
	BORE OR PUSH / NON-CASE BORE		
58	Bore or Push 2" pvc	Linear Foot	$8.5000
59	Bore or Push 3" pvc	Linear Foot	$10.0000
60	Bore or Push 4" pvc	Linear Foot	$12.0000
61	Non-Case Bore 2"	Linear Foot	$9.5000
62	Non-Case Bore 3"	Linear Foot	$12.0000
63	Non-Case Bore 4"	Linear Foot	$15.0000
	WELL POINTS		
64	Well Point Splice pit Min 2 Days	Each	$230.0000
65	Well Point Splice pit 3-7 Days	Each	$250.0000
66	Well point Splice Pit Over 7 Days	Each	$250.0000
67	Well Point Ditch up to 50' Min 2 Days	Each	$250.0000
68	Well Point Ditch up to 50' 3-7 Days	Each	$250.0000
69	Well Point Ditch up to 50' over 7 Days	Each	$250.0000
70	Charge for each additional 10' Section of Header Min of 2 Days	Each / Day	$50.0000
71	Charge for each additional 10' Section of Header 3-7 Days	Each / Day	$50.0000
72	Charge for Each additional 10' Section of Header over 7 Days	Each / Day	$50.0000
73	Well Points (per Foot)	Linear Foot	$10.0000

EXHIBIT "A"
Schedule of Unit Prices

Item No.	Item / Task Description	Unit of Measure	Quoted Unit Cost
ASPHALT / CONCRETE / SUBBASE / SOD (Includes materials as noted.)			
74	Asphalt (furnish Temp base) Remove	Square Foot	$1.0000
75	Asphalt (furnish Temp base) Repair/Replace (Includes Materials)	Square Foot	$2.5000
76	4" Concrete Sidewalk, roadway, or Gutter Remove	Square Foot	$5.0000
77	4" Concrete Sidewalk, roadway, or Gutter Repair/Replace (Includes Material	Square Foot	$7.9500
78	Roadway or Gutter, Repair/Replace	Square Foot	$2.5000
79	6" Concrete Sidewalk, Remove	Square Foot	$6.0000
80	6" Concrete Sidewalk, Repair/Replace (Includes Materials)	Square Foot	$10.0000
81	Asphalt subbase 2" increments, Remove	Square Foot	$1.0000
82	Asphalt subbase 2" increments, repair/replace (Includes Materials)	Square Foot	$11.0000
83	Sod restoration (does not include cost of sod)	Square Foot	$0.8500
84	Seed and mulch (Includes Materials)	Square Foot	$0.4500
HIGH DENSITY POLYETHYLENE (HDPE) SOLID WALL CONDUIT (FLEXIBLE) INSTALLATION			
85	2" Single Duct, Flexible HDPE Conduit	Linear Foot	$8.5000
86	Adder 2nd duct, same setup	Linear Foot	$2.0000
87	Adder 3rd duct, same setup	Linear Foot	$2.0000
88	2" Stream Crossing	Linear Foot	$20.0000
89	3" Single Duct, Flexible HDPE Conduit	Linear Foot	$10.0000
90	3" adder 2nd duct, same set up	Linear Foot	$3.2500
91	3" adder 3rd duct, same set up	Linear Foot	$3.2000
92	3" Stream crossing	Linear Foot	$25.0000
93	4" Single Duct, Flexible HDPE Conduit	Linear Foot	$12.0000
94	4" adder 2nd duct, same set up	Linear Foot	$5.0000
95	4" adder 3rd duct, same set up	Linear Foot	$4.5000
96	4" Stream crossing	Linear Foot	$45.0000
97	6" Single Duct, Flexible HDPE Conduit	Linear Foot	$25.0000
98	6" adder 2nd duct, same set up	Linear Foot	$13.0000
99	6" adder 3rd duct, same set up	Linear Foot	$13.0000
100	6" Stream crossing	Linear Foot	$55.0000
101	Bore, pulling conductor only	Linear Foot	$8.0000
EQUIPMENT RATES - *If vendor does not own equipment listed enter a cost of $0.00.*			
102	Pick up Truck	Hour	$7.5000
103	Truck 3/4 Ton	Hour	$10.0000
104	Truck 1 Ton	Hour	$13.0000
105	Truck 2 Ton	Hour	$13.0000
106	Truck 5 yard dump	Hour	$13.0000
107	Truck 10 yard dump or Semi Tractor	Hour	$15.0000
108	Truck 20 yard dump	Hour	$15.0000
109	Truck, 2 ton hyd lift with cable	Hour	$11.0000
110	Truck, Winch Small	Hour	$10.0000
111	Truck, 1 ton and cable retreiver	Hour	$10.0000
112	Truck, With water Tank	Hour	$5.0000
113	Truck, 8 ton boom	Hour	$5.0000
114	Rodder Puller	Hour	$5.0000
115	Trailer, Conduit or Pole	Hour	$1.0000

EXHIBIT "A"
Schedule of Unit Prices

Item No.	Item / Task Description	Unit of Measure	Quoted Unit Cost
116	Trailer Equipment	Hour	$12.0000
117	Trailer, Cable	Hour	$4.0000
118	Truck, semi and Low boy trailer	Hour	$40.0000
119	Backhoe 555 Ford	Hour	$50.0000
120	Backhoe 750 Ford	Hour	$50.0000
121	Extend a Hoe	Hour	$50.0000
122	Dozier, with or without a cable plow	Hour	$10.0000
123	Trencher, 2300 Ditch Witch (3550A Vermeer)	Hour	$20.0000
124	Trencher, 470 Ditch Witch (6510 Vermeer)	Hour	$20.0000
125	Front End Loader 1-1/2 Yard	Hour	$30.0000
126	Front End Loader,2 1/2 Yard	Hour	$40.0000
127	Directional Boring Equipment Min 16" Back Ream	Hour	$150.0000
128	Earth Auger/Boring Machine 16" min	Hour	$150.0000
129	Pump, Centrifigual 2"	Hour	$2.0000
130	Pump, Centrifigual 3"	Hour	$2.0000
131	Pump, Centrifigual 4"	Hour	$2.0000
132	Pump, Double Diaphragm 4"	Hour	$2.0000
133	Pump, Diaphragm 3"	Hour	$2.0000
134	Pump, Diaphragm 4"	Hour	$2.0000
135	Pump, 10" X 6" Vacuum	Hour	$2.0000
136	Auger 4"	Hour	$2.0000
137	Pow-R-Mole	Hour	$2.0000
138	Air Compressor	Hour	$14.0000
139	Roller Compacter	Hour	$5.0000
140	Asphalt Roller	Hour	$5.0000
141	Roller and Trailer	Hour	$5.0000
142	Concrete Saw	Hour	$5.0000
143	Compactor	Hour	$2.0000
144	Welder	Hour	$2.0000
145	Generator	Hour	$2.0000
146	Sod Cutter	Hour	$2.0000
147	Chain Saw	Hour	$2.0000
148	Mini ram	Hour	$2.0000
149	Blower Hydraulic	Hour	$2.0000
150	Viber Plate	Hour	$6.0000
151	Barricades	Hour	$1.0000
152	Signs	Hour	$1.0000
153	Cones	Hour	$1.0000
154	Trench Box	Hour	$4.0000
155	Utility Tractor	Hour	$5.0000
156	Forklift	Hour	$5.0000
157	Street Sweeper	Hour	$5.0000
158	Concrete Mixer	Hour	$5.0000
159	1 1/2 Ton Truck and Chipper	Hour	$5.0000

EXHIBIT "A"
Schedule of Unit Prices

Item No.	Item / Task Description	Unit of Measure	Quoted Unit Cost
	LABOR RATES		
			Maximum Rate
160	Superintendent Minimum	Hour	$112.5000
161	Crew foreman Minimum	Hour	$90.0000
162	Equiment operator Minimum	Hour	$90.0000
163	Machine Operator, Minimum	Hour	$90.0000
164	Trencher Operator, Minimum	Hour	$90.0000
165	Laborer	Hour	$45.0000
	GROUP 2 - Natural Gas utility		
	GAS DISTRIBUTION ADDITIVE OPTIONS		
166	1-inch Gas welded steel mains, per welded joint	Joint	$11.5000
167	2-inch Gas welded steel mains, per welded joint	Joint	$12.5000
168	4-inch Gas welded steel mains, per welded joint	Joint	$18.7500
169	6-inch Gas welded steel mains, per welded joint	Joint	$30.0000
170	Install steel pipe in trench 1-Inch (trenching & backfill is separate pay item)	Linear Foot	$18.0000
171	Install steel pipe in trench 2-Inch (trenching & backfill is separate pay item)	Linear Foot	$18.0000
172	Install steel pipe in trench 4-Inch (trenching & backfill is separate pay item)	Linear Foot	$20.0000
173	Install steel pipe in trench 6-Inch (trenching & backfill is separate pay item)	Linear Foot	$22.0000
	GROUP 3 - Communciations Utility (Fiber)		
	System Design and Engineering		
174	Florida Professional Engineer Services	Hour	$250.00
175	RCDD Fiber Optic Design Services	Hour	$80.00
176	Communication Cable Installer Travel/Standby	Hour	$95.00
177	Communication Cable Installer Onsite	Hour	$95.00
178	Communication Cable Installer 8-5	Hour	$95.00
179	Communication Cable Installer After Hours	Hour	$95.00
	Fiber Optic Cable - OSP (All Hardware Supplied)		
180	Fiber Optic Cable - 12F, SM, ADSS, Aerial (Install Only)	Linear Foot	$1.30
181	Fiber Optic Cable - 24F, SM, ADSS, Aerial (Install Only)	Linear Foot	$1.30
182	Fiber Optic Cable - 48F, SM, ADSS, Aerial (Install Only)	Linear Foot	$1.30
183	Fiber Optic Cable - 72F, SM, ADSS, Aerial (Install Only)	Linear Foot	$1.30
184	Fiber Optic Cable - 96F, SM, ADSS, Aerial (Install Only)	Linear Foot	$1.30
185	Fiber Optic Cable - 144F, SM, ADSS, Aerial (Install Only)	Linear Foot	$1.30
186	Fiber Optic Cable - 12F, SM, LT, Aerial (Install Only, Messenger wire and ove	Linear Foot	$1.45
187	Fiber Optic Cable - 24F, SM, LT, Aerial (Install Only, Messenger wire and ove	Linear Foot	$1.45
188	Fiber Optic Cable - 36F, SM, LT, Aerial (Install Only, Messenger wire and ove	Linear Foot	$1.45
189	Fiber Optic Cable - 48F, SM, LT, Aerial (Install Only, Messenger wire and ove	Linear Foot	$1.45
190	Fiber Optic Cable - 72F, SM, LT, Aerial (Install Only, Messenger wire and ove	Linear Foot	$1.45
191	Fiber Optic Cable - 144F, SM, LT, Aerial (Install Only, Messenger wire and ov	Linear Foot	$1.45
	Fiber Optic Splice Case Assembly and Splicing (All Hardware Supplied)		
193	Fiber Optic Closure Reentry	Each	$187.50
194	Strip, Land, and fusion splice 12F, SM, ADSS fiber in splice case	Each	$637.50
195	Strip, Land, and fusion splice 24F, SM, ADSS fiber in splice case	Each	$937.50

EXHIBIT "A"
Schedule of Unit Prices

Item No.	Item / Task Description	Unit of Measure	Quoted Unit Cost
196	Strip, Land, and fusion splice 36F, SM, ADSS fiber in splice case	Each	$1,447.50
197	Strip, Land, and fusion splice 48F, SM, ADSS fiber in splice case	Each	$1,687.50
198	Strip, Land, and fusion splice 72F, SM, ADSS fiber in splice case	Each	$1,987.50
199	Strip, Land, and fusion splice 144F, SM, ADSS fiber in splice case	Each	$3,427.50
Fiber Optic Fusion Splicing (Core Alignment Only)			
200	Fusion Splice SM Fiber Optic Strand with Heat Shrink (1-12)	Each	$81.25
201	Fusion Splice SM Fiber Optic Strand with Heat Shrink (13-24)	Each	$31.25
202	Fusion Splice SM Fiber Optic Strand with Heat Shrink (25-36)	Each	$31.25
203	Fusion Splice SM Fiber Optic Strand with Heat Shrink (37-48)	Each	$31.25
204	Fusion Splice SM Fiber Optic Strand with Heat Shrink (49-72)	Each	$27.50
205	Fusion Splice SM Fiber Optic Strand with Heat Shrink (73-96)	Each	$22.50
206	Fusion Splice SM Fiber Optic Strand with Heat Shrink (97-144)	Each	$22.50
Fiber Optic Cable Inside Plant (All Hardware Supplied)			
207	Install Fiber Optic Wall Mount Panel (12 Strand, Install and Fusion Splice)	Each	$637.50
208	Install Fiber Optic Wall Mount Panel (24 Strand, Install and Fusion Splice)	Each	$937.50
209	Install Fiber Optic Wall Mount Panel (48 Strand, Install and Fusion Splice)	Each	$1,687.50
210	Install Fiber Optic Wall Mount Panel (72 Strand, Install and Fusion Splice)	Each	$1,987.50
211	Install Fiber Optic Wall Mount Panel (96 Strand, Install and Fusion Splice)	Each	$2,403.84
212	Install Fiber Optic Rack Mount Panel (12 Strand, Install and Fusion Splice)	Each	$637.50
213	Install Fiber Optic Rack Mount Panel (24 Strand, Install and Fusion Splice)	Each	$937.50
214	Install Fiber Optic Rack Mount Panel (48 Strand, Install and Fusion Splice)	Each	$1,687.50
215	Install Fiber Optic Rack Mount Panel (72 Strand, Install and Fusion Splice)	Each	$1,987.50
216	Install Fiber Optic Rack Mount Panel (96 Strand, Install and Fusion Splice)	Each	$2,347.50
OTDR and Power Meter Testing up to 100km			
217	OTDR Test and Document fiber Optic Strand	Each	$7.50
218	Bidirectional Power Meter Test And Document Fiber Optic Strand	Each	$5.00
Miscellaneous Items (All Hardware Supplied)			
219	Install 36x36x60 Concrete/Polymer Fiber Vault (Complete Install)	Each	$500.00
220	Maxcell Placment in Existing 2" Conduit, 2" 3-cell	Linear Foot	$0.90
221	Maxcell Placment in Existing 3" Conduit, 3" 3-cell	Linear Foot	$0.90
222	Maxcell Placment in Existing 4" Conduit, 4" 3-cell	Linear Foot	$0.90
223	Install 12AWG Tracer Wire	Linear Foot	$0.90
224	Install Fiber Site Marker (No Tracer Wire)	Each	$25.00
225	Install Fiber Tracer Marker (With Tracer Wire)	Each	$75.00
226	Install Riser U-Guard up to 20 Feet	Each	$68.00
227	Equipment Rental 3rd Party	Cost Plus %	15%
228	Materials	Cost Plus %	15%

AGENDA MEMORANDUM

Item No: 5.B.7.

Meeting Date: September 26, 2016

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

Subject: Resolution authorizing execution of a First Amendment extending the term of an existing agreement with Applied Aquatic Management, Inc.

Staff Recommendation:
Staff recommends approval of the resolution authorizing execution of the First Amendment with Applied Aquatic Management, Inc.

Analysis:
The City has an existing Agreement with Applied Aquatic to provide aquatic vegetation management services at various locations within the City. The contractor has performed well and the Public Works Department has requested the existing agreement be extended for an additional 3 years through September 30, 2019 as permitted by the Agreement.

There are 27 ponds/locations maintained at a monthly cost of $1,790.00.

Options:
1. Authorize execution of the First Amendment with Applied Aquatic Management, Inc.; or
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:
The annual cost for this service is $21,480.00.

Submission Date and Time: 9/22/2016 1:27 PM

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

RESOLUTION NO._____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AMENDMENT ONE TO AN EXISTING SERVICES AGREEMENT EXTENDING THE TERM OF THE AGREEMENT WITH APPLIED AQUATIC MANAGEMENT, INC. FOR AQUATIC VEGETATION MANAGEMENT SERVICES; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorized to execute a First Amendment to an existing agreement with Applied Aquatic Management, Inc. whose address is P.O. Box 1469, Eagle Lake, Florida 33839 for aquatic vegetation management services.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 26th day of September 2016.

_____
Mayor

ATTEST:

_____
City Clerk

FIRST AMENDMENT
TO AN AGREEMENT FOR CONTRACTOR SERVICES

THIS AGREEMENT is made as of the 26th day of September 2016, between **THE CITY OF LEESBURG, FLORIDA** a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **APPLIED AQUATIC MANAGEMENT, INC.** whose address is P.O. Box 1469, Eagle Lake, Florida 33839 (hereinafter referred to as the "CONTRACTOR").

WITNESSETH:

THAT, on September 9, 2013, the CITY and CONTRACTOR entered into a fixed unit price agreement whereby the CONTRACTOR agreed to provide services to the CITY (hereinafter referred to as the "Agreement").

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

1. **Recitals.** The above recitals are true and correct and are incorporated by reference herein and made a part hereof.

2. **Amendment.** The parties agree to extend the term of the Agreement to September 30, 2019.

3. **Modification.** Except as specifically modified by this Amendment, all terms and conditions of the prior agreement shall continue in full force and effect as originally executed. Nothing herein shall be deemed or construed to amend or modify any other contract or undertaking between the CITY and CONTRACTOR other than as defined above.

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

[*Signature page follows.*]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment on the date stated in the preamble to the Amendment.

CITY OF LEESBURG, FLORIDA

By: _____
Mayor

Attest: _____
City Clerk

Approved
as to Form: _____
City Attorney

APPLIED AQUATIC MANGEMENT, INC.

By: Wade L. Harris

Printed: WADE L. HARRIS

Its: VP
Title

AGENDA MEMORANDUM

Item No: 5.B.8.

Meeting Date: September 26, 2016

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

Subject: Resolution authorizing execution of Amendment One to extend an existing agreement with Lafleur Nurseries and Garden Centers, LLC.

Staff Recommendation:
Staff recommends approval of the resolution authorizing execution of Amendment One to an existing agreement with Lafleur Nurseries and Garden Centers, LLC for landscaping maintenance services along US Highway 441 between College Drive and County Road 473 for an additional one year.

Analysis:
The City currently has a 3-year annual agreement with Lafleur Nurseries and Garden Center, LLC for landscaping maintenance services which will expire on September 30, 2016. Public Works has requested the agreement be extended for one additional year through September 30, 2017. The annual cost of this contract is $52,000.00.

Options:
1. Approve resolution authorizing the execution of Amendment One with Lafleur Nurseries and Garden Centers, LLC; or
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:
Public Works budgets funds each fiscal year for landscaping maintenance services.

Submission Date and Time: 9/22/2016 1:27 PM

Department:	**Public Works**	**Reviewed By**		Account No.:	001-5940-519.46-25
Prepared by:	**Lisa Wolfkill**	Department Head:		Project No.:	PWLAND
Attachments:	X Yes ___ No	Finance Department:		WF/Job No.:	
Advertised:	___ Yes X Not Required	Deputy City Manager:		Req. No.:	46253
Dates:		**Submitted by:**		Budget:	$50,000.00
Attorney Review:	___ Yes X No	City Manager:		Available:	$50,000.00

RESOLUTION NO._____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AMENDMENT ONE TO AN EXISTING SERVICES AGREEMENT EXTENDING THE TERM OF THE AGREEMENT WITH LAFLEUR NURSERIES AND GARDEN CENTERS, LLC FOR LANDSCAPE MAINTENANCE SERVICES; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with LAFLEUR NURSERIES AND GARDEN CENTER, LLC whose address is 6275 West State Road 46, Sanford, Florida 32771, (email: lafleurnurseries@gmail.com) for landscape maintenance services along US Highway 441 between College Drive and County Road for Fiscal Year 2017.

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 26th day of September 2016.

_____
Mayor

ATTEST:

_____
City Clerk

FIRST AMENDMENT OF FIXED UNIT PRICE AGREEMENT FOR CONTRACTOR SERVICES

THIS AGREEMENT is made as of the 26th day of September, 2016, between **THE CITY OF LEESBURG, FLORIDA** a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **LAFLEUR NURSERIES AND GARDEN CENTER, LLC** whose address is 6275 West State Road 46, Sanford, Florida 32771 (hereinafter referred to as the "CONTRACTOR").

WHEREAS, on October 14, 2013, the CITY and CONTRACTOR entered into an Agreement for Landscape Maintenance Services to the CITY along US Highway 441 (hereinafter referred to as the "Master Agreement"). The Master Agreement is referenced herein as though set forth in full text.

WHEREAS, the CITY and the CONTRACTOR desire to enter into an Amendment extending the term of the original Agreement.

WITNESSETH:

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

1. **Recitals.** The above recitals are true and correct and are incorporated by reference herein and made a part hereof.

2. **Amendment.** The parties agree to extend the term of the Agreement to September 30, 2017.

3. **Modification.** Except as specifically modified by this Amendment, all terms and conditions of the prior agreement shall continue in full force and effect as originally executed. Nothing herein shall be deemed or construed to amend or modify any other contract or undertaking between the City and Contractor other than as defined above.

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

[*Signature page follows.*]

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

CITY OF LEESBURG, FLORIDA	**LAFLEUR NURSERIES AND GARDEN CENTER, LLC.**
By:_____ Mayor	By:_____
Attest:_____ City Clerk	Printed: LANCE LAFLEUR
Approved as to Form: _____ City Attorney	Its: OWNER Title

AGENDA MEMORANDUM

Item No: 5.B.9.

Meeting Date: September 26, 2016

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

Subject: Resolutions authorizing extension of existing professional service agreements with two firms.

Staff Recommendation:
Staff recommends approval of both resolutions authorizing extensions to the existing agreements with Arcadis US, Inc. and Jones Edmunds & Associates, Inc. (Firms) for design services.

Analysis:
On January 27, 2014 the City Commission approved the execution of continuing services contracts with Arcadis US, Inc and Jones Edmunds & Associates for design services. Public Works has requested the terms of the existing agreements be extended for an additional 3 years through September 30, 2019. The firms provide engineering services on water and wastewater projects.

Arcadis requested revisions to their Fee Schedule that included new positions; decreases in the hourly rate for nine positions; and a small increase for three positions.

Jones Edmunds & Associates requested revisions to their Fee Schedule that include the addition of new positions; the hourly rate for three positions were increased; and two positions were decreased.

The changes to the positions and hourly rates for each firm have been reviewed and approved by the Public Works Director. The revisions are reasonable and the changes to the hourly rates can be managed.

Options:
1. Approve the resolutions authorizing extension of the agreements with the Firms; or
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:
Expenditures would be incurred as Task Orders under the Continuing Services Agreements. Any Task Order $25,000 or more would come to Commission for consideration.

Submission Date and Time: 9/22/2016 1:27 PM

Department: _Public Works_____ **Prepared by:** _Mike Thornton_____ **Attachments:** Yes____ No __X____ **Advertised**:_____**Not Required** __X____ **Dates:**_____ **Attorney Review :** Yes___ No ____ _____ **Revised 6/10/04**	**Reviewed by: Dept. Head DCM** **Finance Dept.** _____ **Deputy C.M.** _____ **Submitted by:** **City Manager** _____	**Account No.** ___NA_____ **Project No.** ____NA_____ **WF No.** _____NA_____ **Budget** _____NA_____ **Available** _____NA_____

RESOLUTION NO._____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AMENDMENT ONE TO AN EXISTING PROFESSIONAL SERVICES AGREEMENT EXTENDING THE TERM OF THE AGREEMENT WITH ARCADIS US, INC. FOR PROFESSIONAL ENGINEERING SERVICES ON A CONTINUING BASIS; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorized to execute a First Amendment to an existing professional services agreement with ARCADIS US, INC. whose address is 2301 Maitland Center Parkway, Suite 244, Maitland, Florida 32751-7414 for professional engineering services on a continuing basis.

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 26th day of September 2016.

_____
Mayor

ATTEST:

_____
City Clerk

FIRST AMENDMENT
TO A CONTINUING SERVICES AGREEMENT

THIS AGREEMENT is made as of the 26th day of September, 2016, between **THE CITY OF LEESBURG, FLORIDA** a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **ARCADIS US, INC.** whose address is 2301 Maitland Center Parkway, Suite 244, Maitland, Florida 32751-7414 (hereinafter referred to as the "PROFESSIONAL").

WHEREAS, on January 27, 2014, the CITY and PROFESSIONAL entered into a Continuing Services Agreement for professional engineering services (hereinafter referred to as the "Master Agreement") pursuant to Florida Statute 287.055. The Master Agreement is referenced herein as though set forth in full text.

WHEREAS, the CITY and the PROFESSIONAL desire to enter into an Amendment extending the term of the original Continuing Services Agreement.

WITNESSETH:

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

1. **Recitals.** The above recitals are true and correct and are incorporated by reference herein and made a part hereof.

2. **Amendment.** The parties agree to amend the Agreement as follows:
   a. Extend the term through September 30, 2019
   b. Attachment "A" to this Amendment replaces Attachment "B" in the original Agreement. Hourly rates shall be fixed during the extended term.

3. **Modification.** Except as specifically modified by this Amendment, all terms and conditions of the prior agreement shall continue in full force and effect as originally executed. Nothing herein shall be deemed or construed to amend or modify any other contract or undertaking between the City and Contractor other than as defined above.

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

[*Signature page follows.*]

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

CITY OF LEESBURG, FLORIDA	**ARCADIS US, INC.**
By:_____ Mayor	By:_____
Attest:_____ City Clerk	Printed: EDWARD R. BATLEMAN
Approved as to Form: _____ City Attorney	Its: EXECUTIVE VICE PRESIDENT Title

ATTACHMENT "A"

City of Leesburg Professional Services -City Projects Arcadis US, Inc. Schedule Labor Rates and Associated Personnel

Position/Project Role	Hourly Rate	Arcadis Personnel
Principal	$ 225.00	Ed Balchon
Technical Director	$ 210.00	Chris Hill, Ifetayo Venner, Celine Hyer, Brian Whitaker
Senior Project Manager	$ 190.00	David O'Connor
Project Manager	$ 167.00	Jose Rojas, Sean Chaparro, Cindy Eckert
Senior Engineer/Engineer of Record	$ 182.00	Lynn Spivey, Chris Tilman, Kevin Lucht, John Kersten, Freddy Betancourt, Adarsh Shah, Keff Kurella, Eric Battle, Ryan Mckenna, Tim Ware, Jim Callahan
Engineer	$ 130.00	Lauren Davis, Scott Lehman, Renato Vargas, Stephanie Bishop, Bill Howell, Nestor Murray-Ramos
Senior Designer	$ 115.00	Michael Cornelison, Julie Nicholson, Steve Jones
Designer	$ 97.00	Van Nguyen, Emily Engstrom, Vanessa Negron-Vieira
Senior Technician	$ 92.00	Sharon Simington, Steve Rice, Patti Stewart
Senior CADD Technician	$ 85.00	TBD
CADD Technician	$ 72.00	Katie Kasperek
Construction Manager	$ 135.00	Gary Williams
Construction Observer/Inspector	$ 110.00	Ken Hayes, Chris Moody
Professional Administration	$ 80.00	Maryann Nespolini
Clerical/Support Staff	$ 75.00	TBD
Expert Witness	$ 257.00	TBD
Professional Surveyor	TBD	Subconsultant
Survey Field Crew Chief/Data Collection	TBD	Subconsultant
Survey Instrument Person	TBD	Subconsultant
Surveyor in Training	TBD	Subconsultant
Survey Technician	TBD	Subconsultant
GPS Technician	TBD	Subconsultant
Two Man Field Party	TBD	Subconsultant
Three Man Field Party	TBD	Subconsultant
Four Man Field Party	TBD	Subconsultant
Hydrographic Field Party	TBD	Subconsultant
GPS Mapping - Two Man Party	TBD	Subconsultant
GPS Mapping - Three Man Party	TBD	Subconsultant
GPS Surveying - Two Man Party	TBD	Subconsultant
GPS Surveying - Three Man Party	TBD	Subconsultant

RESOLUTION NO._____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AMENDMENT ONE TO AN EXISTING PROFESSIONAL SERVICES AGREEMENT EXTENDING THE TERM OF THE AGREEMENT WITH JONES EDMUNDS & ASSOCIATES, INC. FOR PROFESSIONAL ENGINEERING SERVICES ON A CONTINUING BASIS; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorized to execute a First Amendment to an existing professional services agreement with JONES EDMUNDS & ASSOCIATES, INC. whose address is 730 NE Waldo Road, Gainesville, Florida 32641 for professional engineering services on a continuing basis.

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 26th day of September 2016.

_____
Mayor

ATTEST:

_____
City Clerk

FIRST AMENDMENT
TO A CONTINUING SERVICES AGREEMENT

THIS AGREEMENT is made as of the 26th day of September, 2016, between **THE CITY OF LEESBURG, FLORIDA** a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **JONES EDMUNDS & ASSOCIATES, INC.** whose address is 730 NE Waldo Road, Gainesville, Florida 32641 (hereinafter referred to as the "PROFESSIONAL").

WITNESSETH:

WHEREAS, on January 27, 2014, the CITY and PROFESSIONAL entered into a Continuing Services Agreement for professional engineering services (hereinafter referred to as the "Master Agreement") pursuant to Florida Statute 287.055. The Master Agreement is referenced herein as though set forth in full text.

WHEREAS, the CITY and the PROFESSIONAL desire to enter into an Amendment extending the term of the original Continuing Services Agreement.

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

1. **Recitals.** The above recitals are true and correct and are incorporated by reference herein and made a part hereof.

2. **Amendment.** The parties agree to amend the Agreement as follows:
   a. Extend the term through September 30, 2019
   b. Attachment "A" to this Amendment replaces Attachment "B" in the original Agreement. Hourly rates shall be fixed during the extended term.

3. **Modification.** Except as specifically modified by this Amendment, all terms and conditions of the prior agreement shall continue in full force and effect as originally executed. Nothing herein shall be deemed or construed to amend or modify any other contract or undertaking between the City and Contractor other than as defined above.

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

[*Signature page follows.*]

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

CITY OF LEESBURG, FLORIDA

By: _____
Mayor

Attest: _____
City Clerk

Approved
as to Form: _____
City Attorney

JONES EDMUNDS & ASSOCIATES, INC.

By: _____

Printed: Kenneth S. Vogel, PE

Its: Senior Vice President
Title

G Perrine 9/2/2016

JONES EDMUNDS

ATTACHMENT "A"

FEE SCHEDULE
City of Leesburg RFQ 130633
Professional Services - City Projects
First Amendment (9/26/2016 - 9/30/2019)

POSITION		HOURLY BILLING RATE
Principal	$	235.00
Senior Project Manager	$	200.00
Project Manager	$	170.00
Senior Engineer / Engineer of Record	$	210.00
Engineer	$	125.00
Engineer Intern	$	100.00
Senior Designer (CADD)	$	115.00
Designer (CADD)	$	95.00
Senior Technician (Environmental)	$	90.00
Technician (Environmental)	$	80.00
Senior CADD Technician	$	85.00
CADD Technician	$	75.00
Professional Surveyor	$	N/A
Survey Field Crew Chief / Data Collection	$	N/A
Survey Instrument Person	$	N/A
Surveyor In Training	$	N/A
Survey Technician	$	N/A
Senior GIS Analyst	$	125.00
GPS Technician	$	75.00
GIS Analyst	$	100.00
Senior GIS Technician	$	85.00
Two-Man Field Party	$	N/A
Three-Man Field Party	$	N/A
Four-Man Field Party	$	N/A
Hydrographic Field Party	$	N/A
GPS Mapping - Two-Man Party	$	N/A
GPS Mapping - Three-Man Party	$	N/A
GPS Surveying - Two-Man Party	$	N/A
GPS Surveying - Three-Man Party	$	N/A
Construction Manager	$	140.00
Construction Observer/Inspector	$	110.00
Professional Administration	$	85.00
Clerical/Support Staff	$	68.00
Expert Witness	$	2X Hourly Rate

Jones Edmunds' audited overhead rate is 206.09%
per its FDOT Qualification Package audit dated May 24, 2016.

730 NE Waldo Road | Gainesville, FL 32641 | Phone 352.377.5821 | Fax 352.377.3166 | www.jonesedmunds.com

AGENDA MEMORANDUM

Item No: 5.B.10

Meeting Date: September 26, 2016

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

Subject: Resolution authorizing execution of a construction services agreement for construction of a restroom and storage building at the Susan Street Recreation Complex.

Staff Recommendation:
Staff recommends award of Invitation to Bid (ITB) 160531 and approval of the resolution authorizing execution of a construction services agreement for the Susan Street Restroom with Jeromes Masonry, Inc. for an amount not to exceed $196,510.00.

Analysis:
This project will provide a quality restroom facility and secured storage area to serve the Susan Street Recreation Complex; allowing for the removal of portable restrooms currently used on site. The new building is approximately 1,040 square feet. The building will house men's and women's restrooms and a 16-foot x 24-foot storage area with a roll-up door. There will be a 320 square foot covered 'porch' on the front of the building (see below). The added storage area will allow for the removal of smaller storage buildings in other areas of the complex.

Procurement Analysis:
The Purchasing Division previously issued Invitation to Bid (ITB) 160401; on July 26, 2016 five (5) sealed bid responses were received. The low bidder at that time submitted a bid amount of $212,655.00. At the August 8th Commission Meeting, Commissioners did not approve award of the contract and rejected all bids. The Commission directed staff to revise the bond requirements, specifically the performance bond and payment bond.

On August 10, 2016 the Purchasing Division re-issued the project under ITB 160531. The bond requirements were revised as follows:

- Bid Guarantee (either a bid bond or cashiers' check) – The requirement for a bid guarantee to be submitted was removed.
- Performance Bond – Specification revised to require a performance bond of the awarded Contractor only if the contract amount exceeded $200,000.00.
- Payment Bond – Specification revised to require a payment bond of the awarded Contractor only if the contract amount exceeded $200,000.00.

Florida Statute 255.05 governs bonds on construction projects for state agencies as well as municipalities. The statute requires contractors to provide a performance bond and payment bond on all construction projects; statute provides no dollar qualifier. In section 255.05(1)(d) it provides for the legislative body (City Commission) to waive the requirement of a performance bond and payment bond for contracts of $200,000 or less. The statute is silent with regard to waiving bonds for contracts greater than $200,000. This interpretation of the statute has been discussed with the City Attorney and he has agreed there is no provision for the City Commission to waive the bond requirement for construction contracts greater than $200,000.00.

The re-bid opportunity (ITB 160531) was posted to Public Purchase and the City's FTP site. Staff directly notified known local contractors, contractors that submitted a bid on the previous bid and contractors obtained from other sources. On September 13, 2016 the Purchasing Division received and publicly opened seven (7) sealed bid responses.

SUMMARY OF BIDS

CONTRACTOR NAME	LOCATION	BID AMOUNT	LOCAL VENDOR PREFERENCE
Jeromes Masonry, Inc.	Lady Lake, FL	**$196,510.00**	Yes – Tier II
Cardiff Construction, LLC.	Crystal River, FL	$210,528.00	No
Marbek Construction Co.	Clermont, FL	$217,199.70	Yes-Tier II
Emmett Sapp Builders, Inc.	Wildwood, FL	$242,000.00	Yes – Tier II
Lee Woods Construction of FL	Fruitland Park, FL	$249,527.70	Yes – Tier I
Daly & Zilch (FL), Inc.	Lecanto, FL	$269,890.00	No
MVB & Associates	Orlando, FL	$364,351.00	No

Tier I – 5% LVP Adjusted Low Bid Amount – $206,335.50
Tier II – 2% LVP Adjust Low Bid Amount - $200,440.20

The City's Local Vendor Preference (LVP) policy was applied. Application of the LVP policy did not result in a change to the rankings. Jeromes Masonry, the low bidder, qualifies as a Tier II Local Vendor.

Staff has reviewed all responsive bids and determined Jeromes Masonry, Inc. is the lowest responsive and responsible bidder. Past project reference provided by Jeromes Masonry, Inc. have been verified. Jeromes Masonry, Inc. has previously completed a number of City projects including the renovations to the now Leesburg Municipal Services Center and an addition to Fire Station No. 2. Staff recommends award to Jeromes Masonry, Inc. The Contractor will not be required to provide a performance bond or payment bond as the contract amount is less than $200,000.00.

12
4
2'-0" OH
10'-0"
2'-0"
40'-0"

Proposed Restroom
Location

Options:

1. Approve the resolution authorizing execution of the agreement with Jeromes Masonry, Inc.; 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: 9/22/2016 1:27 PM

Department:	**Public Works**	**Reviewed By**		Account No.:	**031-5193-519.62-10**
Prepared by:	**Lisa Wolfkill**	Department Head:		Project No.:	**310051**
Attachments:	X Yes ___ No	Finance Department:		WF/Job No.:	**WF997787 / 001**
Advertised:	X Yes ___ Not Required	Deputy City Manager:		Req. No.:	**160531**
Dates:		**Submitted by:**		Budget:	
Attorney Review:	___ Yes ___ No	City Manager:		Available:	

RESOLUTION NO._____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A CONSTRUCTION SERVICES AGREEMENT WITH JEROMES MASONRY, INC. FOR THE CONSTRUCTION OF A RESTROOM BUILDING AT THE SUSAN STREET RECREATION COMPLEX FOR AN AMOUNT NOT TO EXCEED $196,510.00; 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 Jeromes Masonry, Inc. whose address is 505 Sunbelt Road, Lady Lake, Florida 32159 (email: barbarausin@embarqmail.com), for the construction of a restroom building at the Susan Street Recreation Complex pursuant to Invitation to Bid 160531.

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 26th day of September 2016.

_____
Mayor

ATTEST:

_____
City Clerk

** Notice of Recommendation of Award **

Date: **September 14, 2016**
Bid No. & Title: **160531 – Restroom Construction – Susan Street**
Buyer: **Lisa Wolfkill, Senior Buyer**
Commission Meeting: **September 26, 2016 at 5:30 PM**

I will be recommending the following award for the Susan Street Restroom Construction to our City Commission at their regular meeting on September 26, 2016 at 5:30 PM. A comprehensive Final Bid Tabulation for the referenced solicitation is attached.

Recommended Vendor: **JEROMES MASONRY, INC.**
505 Sunbelt Road
Lady Lake, FL 32159

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

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

Respectfully,

Mike Thornton

Mike Thornton, CPPO
Purchasing Manager

attachment (Final Bid Tabulation)

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

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

				Vendor:	Jeromes Masonry Inc.		Cardiff Construction, LLC		Marbek Construction Co.		Emmett Sapp Builders, Inc.	
				Location:	Lady Lake, FL		Crystal River, FL		Clermont, FL		Wildwood, FL	
ITEM	ITEM DESCRIPTION	Qty	UNIT		Quoted Unit Cost	Extended Bid Price	Quoted Unit Cost	Extended Bid Price	Quoted Unit Cost	Extended Bid Price*	Quoted Unit Cost	Extended Bid Price
1	Construction of Restroom Building as Detailed in Solicitation Package and Drawings	1	LS			$ 152,709.63		$ 173,752.00		$ 180,190.00		$ 213,860.00
2	Lift Station	1	LS			$ 35,986.97		$ 27,616.00		$ 33,000.00		$ 20,000.00
3	Water Service 1-1/2-Inch Schedule 40 PVC, Installed	100	FT		$ 4.25	$ 425.00	$ 6.00	$ 600.00	$ 18.00	$ 1,800.00	$ 9.50	$ 950.00
4	Underground Electrical Service	70	FT		$ 11.50	$ 805.00	$ 18.00	$ 1,260.00	$ 8.71	$ 609.70	$ 7.00	$ 490.00
5	Concrete Sidewalk, 6-Feet Wide, 4-Inches Thick, Installed	100	FT		$ 27.50	$ 2,750.00	$ 24.00	$ 2,400.00	$ 4.00	$ 400.00	$ 24.00	$ 2,400.00
6	Schlage Magnetic Locking System	1	LS			$ 3,833.40		$ 4,900.00		$ 1,200.00		$ 4,300.00
				Total Base Bid Amount:		**$196,510.00**		**$210,528.00**		**$217,199.70**		**$242,000.00**

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.

	Jeromes Masonry Inc.	Cardiff Construction, LLC	Marbek Construction Co.	Emmett Sapp Builders, Inc.
LVP Tier I Adjusted Low Bid (low bid + 5%)	$206,335.50	N/A	N/A	N/A
LVP Tier II Adjusted Low Bid (low bid + 2%)	$200,440.20	N/A	$217,199.70	$242,000.00
TIME FOR COMPLETION				
Number of CALENDAR DAYS to **begin** work after NTP:	14	30	10	7
Number of CALENDAR DAYS to **completion** after NTP:	90	90	90	90
SEALED BID RESPONSIVENESS REVIEW SUMMARY				
IS THE BIDDER DETERMINED TO BE RESPONSIBLE	**Yes**	**Yes**	**Yes**	**Yes**
IS THE BID DETERMINED TO BE RESPONSIVE	**Yes**	**Yes**	**Yes**	**Yes**
General Vendor Information	Yes	Yes	Yes	Yes
Meets Contractor License Requirement	Yes	Yes	Yes	Yes
Contractor License Number	CGC1512539	CGC1518867	CGC048743	CBC955340
Bidders Certification	Yes	Yes	Yes	Yes
Exceptions Taken	No	No	No	No
Acknowledgement of Addenda	Yes	Yes	Yes	Yes
Claims Local Vendor Preference	Yes - Tier II	No	Yes - Tier II	Yes - Tier II
Sub-Contractor Listing	Yes	Yes	Yes	Yes
Equipment Listing	Yes	Yes	Yes	No
Statement of Experience	Yes	Yes	Yes	Yes

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

This Final Bid Tabulation was reviewed and approved by:

Mike Thornton

Mike Thornton, CPPO - Purchasing Manager

*** Final Bid Tabulation (Continued) ***

				Vendor:	Lee Woods Construction of FL, Inc.		DALY & ZILCH (FL), INC.		MVB & Associates, Inc.	
				Location:	Fruitland Park, FL		Lecanto, FL		Orlando, FL	
ITEM	ITEM DESCRIPTION	Qty	UNIT		Quoted Unit Cost	Extended Bid Price	Quoted Unit Cost	Extended Bid Price	Quoted Unit Cost	Extended Bid Price
1	Construction of Restroom Building as Detailed in Solicitation Package and Drawings	1	LS			$ 191,948.00		$ 214,785.15		$ 278,236.00
2	Lift Station	1	LS			$ 39,550.00		$ 41,326.40		$ 43,750.00
3	Water Service 1-1/2-Inch Schedule 40 PVC, Installed	100	FT		$ 28.25	$ 2,825.00	$ 39.65	$ 3,965.00	$ 99.00	$ 9,900.00
4	Underground Electrical Service	70	FT		$ 18.21	$ 1,274.70	$ 20.70	$ 1,449.00	$ 312.00	$ 21,840.00
5	Concrete Sidewalk, 6-Feet Wide, 4-Inches Thick, Installed	100	FT		$ 38.98	$ 3,898.00	$ 29.33	$ 2,933.00	$ 37.50	$ 3,750.00
6	Schlage Magnetic Locking System	1	LS			$ 10,032.00		$ 5,431.45		$ 6,875.00
				Total Base Bid Amount:		**$249,527.70**		**$269,890.00**		**$364,351.00**

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%)	$249,527.70	N/A	N/A
LVP Tier II Adjusted Low Bid (low bid + 2%)	N/A	N/A	N/A
TIME FOR COMPLETION			
Number of CALENDAR DAYS to **begin** work after NTP:	5	21	5
Number of CALENDAR DAYS to **completion** after NTP:	120	90	90
SEALED BID RESPONSIVENESS REVIEW SUMMARY			
IS THE BIDDER DETERMINED TO BE RESPONSIBLE	**Yes**	**Yes**	**Yes**
IS THE BID DETERMINED TO BE RESPONSIVE	**Yes**	**Yes**	**Yes**
General Vendor Information	Yes	Yes	Yes
Meets Contractor License Requirement	Yes	Yes	Yes
Contractor License Number	CGC1507210	CGC059597	CGC1504484
Bidders Certification	Yes	Yes	Yes
Exceptions Taken	No	No	No
Acknowledgement of Addenda	Yes	Yes	Yes
Claims Local Vendor Preference	Yes - Tier I	No	No
Sub-Contractor Listing	Yes	Yes	Yes
Equipment Listing	No	Yes	Yes
Statement of Experience	Yes	Yes	Yes

AGREEMENT FOR CONTRUCTION SERVICES

THIS AGREEMENT is made as of the 26th 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 **Jeromes Masonry, Inc.** whose address is 505 Sunbelt Road, Lady Lake, Florida 32158 (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 **CONTSTRUCTION OF A FREESTANDING RESTROOM BUILDING AT SUSAN STREET RECREATION COMPLEX** (hereinafter referred to as "Project") to the CITY as listed in Invitation to Bid 160531 and as described in **ATTACHMENT "A"** which is attached and incorporated by reference herein. This Agreement, all attachments hereto, and Invitation to Bid 160531, 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 **$196,510.00**. 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 **FOURTEEN** (14) continuous calendar days after CITY issues a Notice to Proceed, and will diligently and continuously prosecute the work at such a rate, and with sufficient forces as will allow the CONTRACTOR to achieve Final Completion no later **NINETY** (90) continuous calendar days after CITY issues a Notice to Proceed, subject only to any adjustments in the contract time that may be authorized by change orders properly issued in accordance with the Agreement Documents. In executing this Agreement, CONTRACTOR affirms the time set for completion is reasonable.

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

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

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

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

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

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

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

9. **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).

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 **WILLIE J. WILSON, 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: _____
Mayor

ATTEST:

_____
City Clerk

Approved as to form:

_____
City Attorney

JEROMES MASONRY, INC.

By: Willie J Wilson

Printed: WILLIE J. WILSON

Its: PRESIDENT
(Title)

ATTACHMENT "A"

SCOPE OF SERVICES

I. **Scope of Services.** The CONTRACTOR shall perform all work in accordance with the Contract Documents. Furnish all materials, equipment, tools, labor and supervision necessary to complete the Project as required by Invitation to Bid (ITB) 160531.

II. **Incorporation of Sections.** The following sections of the Invitation to Bid 160531 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 – ATTACHMENT – Architectural Drawings titled "Susan Street Restroom" and product information consisting of 56 sheets and pages.
g. Addendum Number 1 made to the Invitation to Bid.

III. **Bid Submittal.** The original August 10, 2016 bid submittal from the Contractor is incorporated by reference and made a part hereof.

[*Rest of page intentionally left blank.*]

AGENDA MEMORANDUM

Item No: 5.B.11.

Meeting Date: September 26, 2016

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

Subject: Resolution authorizing the execution of a construction services agreement for the Lilly Street Water Main Upgrade project.

Staff Recommendation:
Staff recommends awarding Invitation to Bid (ITB) 160471 and approve execution of the agreement with TB Landmark Construction, Inc. for the amount not to exceed $74,111.00.

Analysis:
The purpose of this project is to upgrade approximately 700 linear feet of existing 2-inch galvanized metal water main piping to 6-inch PVC piping. Construction will include installing hydrant(s) and the removal and replacement of 14 existing residential water services to provide improved water service and fire protection.

Procurement Analysis:
The Purchasing Division issued Invitation to Bid (ITB) 160471 on August 1, 2016. The opportunity was posted to Public Purchase. Staff directly notified 20 contractors, including 4 local companies. On August 30, 2016 the Purchasing Division received and publicly opened three sealed bids.

Following review of the bids, staff deemed TB Landmark Construction, Inc. located in Jacksonville, Florida a responsive and responsible bidder submitting the lowest bid. Past project references were verified and the company was rated very good. Based on the results of the review, staff recommends awarding the bid to TB Landmark Construction Inc.

Summary of Bids

Company Name	Location	Local Preference	Base Bid
TB Landmark Construction, Inc.	Jacksonville, FL	No	**$74,111.00**
General Underground	Chiefland, FL	No	$75,561.62
Barracuda Building Corporation	Apopka, FL	No	$79,400.00

Options:
1. Award the ITB and approve execution of the contract with TB Landmark Construction Inc.; or
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:
Bid was higher than estimated cost. Additional funds will be moved from other water main projects to cover overage.

Submission Date and Time: 9/22/2016 1:28 PM

Department:	**Public Works**	**Reviewed By**		Account No.:	**043-3099-533.63-10**
Prepared by:	**Lisa Wolfkill**	Department Head:	**DCM**	Project No.:	**430002**
Attachments:	X Yes ___ No	Finance Department:		WF/Job No.:	**WF 1000090/002**
Advertised:	X Yes ___ Not Required	Deputy City Manager:		Req. No.:	**48442**
Dates:		**Submitted by:**		Budget:	
Attorney Review:	___ Yes ___ No	City Manager:		Available:	

RESOLUTION NO._____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH TB LANDMARK CONSTRUCTION, INC. FOR THE LILLY STREET WATER MAIN UPGRADE FOR A COST NOT TO EXCEED $74,111.00; 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 TB Landmark Construction, Inc. whose address is 11220 New Berlin Rd., Jacksonville, Florida 32226 (email: madams@tblandmark.com) for construction services to the Lilly Street Water Main Upgrade project pursuant to Invitation to Bid 160471.

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 26th day of September 2016.

_____
Mayor

ATTEST:

_____
City Clerk

** Notice of Recommendation of Award **

Date: **September 15, 2016**
Bid No. & Title: **160471 – Water Main Upgrade – Lilly Street**
Buyer: **Lisa Wolfkill, Senior Buyer**
Commission Meeting: **September 26, 2016 at 5:30 PM**

I will be recommending the following award for the Water Main Upgrade along Lilly Street to our City Commission at their regular meeting on September 26, 2016 at 5:30 PM. A comprehensive Final Bid Tabulation for the referenced solicitation is attached.

Recommended Vendor: **T B Landmark Construction, Inc.**
11220 New Berlin Road
Jacksonville, FL 32226

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

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

Respectfully,

Mike Thornton

Mike Thornton, CPPO
Purchasing Manager

attachment (Final Bid Tabulation)

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

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

City of Leesburg, FL
Purchasing Division

Final Bid Tabulation
160471 - Water Main Upgrade - Lilly Street

August 30, 2016
2:00 PM

	Vendor	TB Landmark Construction, Inc.	General Underground	Barracuda Building Corporation
	Location	Jacksonville, FL	Chiefland, FL	Apopka, FL
ITEM	**ITEM DESCRIPTION**	**Bid Amount**	**Bid Amount**	**Bid Amount**
1	**Lilly Street Water Main Upgrade Project** Complete and in accodeance with the Plans and Specifications	$74,111.00	$75,561.62	$79,400.00
	Total Base Bid Amount	**$74,111.00**	**$75,561.62**	**$79,400.00**
	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%)	$77,816.55	N/A	N/A
	LVP Tier II Adjusted Low Bid (low bid + 2%)	$75,593.22	N/A	N/A
AD.1	**BID ALTERNATE** - Open cut installation of the water main. Alternate bid shall include all restoration of all disturbed areas	$800.00	$50,000.00	$0.00
	TIME FOR COMPLETION			
	Number of CALENDAR DAYS to **begin** work after NTP:	14	7	10
	Number of CALENDAR DAYS to **completion** after NTP:	70	113	100
	SEALED BID RESPONSIVENESS REVIEW SUMMARY			
	IS THE BIDDER DETERMINED TO BE RESPONSIBLE	Yes	Yes	Yes
	IS THE BID DETERMINED TO BE RESPONSIVE	Yes	Yes	Yes
	General Vendor Information	Yes	Yes	Yes
	Meets Contractor License Requirement	Yes	Yes	Yes
	Contractor License Number	CGC060694	CGC1518531	CGC1504612
	Bidders Certification	Yes	Yes	Yes
	Exceptions Taken	No	No	No
	Acknowledgement of Addenda	Yes - 3	Yes - 3	Yes - 3
	Claims Local Vendor Preference	No	No	No
	Sub-Contractor Listing	Yes	Yes	Yes
	Equipment Listing	Yes	Yes	Yes
	Statement of Experience	Yes	Yes	Yes

This Final Bid Tabulation was reviewed and approved by:

Mike Thornton

Mike Thornton, CPPO - Purchasing Manager

AGREEMENT FOR
CONTRUCTION SERVICES

THIS AGREEMENT is made as of the 26th 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 **TB LANDMARK CONSTRUCTION, INC.** whose address is 11220 New Berlin Rd., Jacksonville, Florida 32226 (hereinafter referred to as the "CONTRACTOR").

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

1. **Contract Documents.** The Contract Documents consist of:
   a. This Agreement; and
   b. Invitation to Bid 160471 - Lilly Street Water Main Upgrade Project in its entirety, incorporated by reference and made a part hereof; and
   c. The CONTRACTOR'S response to ITB 160471 incorporated by reference and made a part hereof.

2. **Total Construction Cost.** The CONTRACTOR shall perform the Services for a total price not to exceed **$74,111.00**. 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. **Scope of Services.** The CONTRACTOR shall furnish the following services generally described as the **LILLY STREET WATER MAIN UPGRADE** (hereinafter referred to as "Project") to the CITY as listed in the Contract Documents. Nothing herein shall limit the CITY'S right to obtain bids or proposals for services from other contractors for same or similar work.

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

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

6. **Commencement and Completion**. The CITY and the CONTRACTOR mutually agree time is of the essence with respect to the dates and times set forth in the Agreement Documents. To that end, the CONTRACTOR will commence work not later than FOURTEEN (14) 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 SEVENTY (70) continuous calendar days

after CITY issues a Notice to Proceed, subject only to any adjustments in the contract time that may be authorized by change orders properly issued in accordance with the Agreement Documents. In executing this Agreement, CONTRACTOR affirms the time set for completion is reasonable.

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

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

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

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

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

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

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

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

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

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

any, shall be considered excess as applicable to any claims, which arise out of the agreement, contract or lease.

i. Except for works' compensation and professional liability, the CONTRACTOR'S insurance policies shall be endorsed to name the CITY OF LEESBURG as additional insured to the extent of the agreement, contract or lease.

j. The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows:

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

k. The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.

l. The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.

m. The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.

n. The CONTRACTOR, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the CONTRACTOR'S liability coverage(s).

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

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

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

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

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

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

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

16. **Access to Records**. The services provided under this Agreement may be funded in part by a grant from a government agency other than the CITY. As a requirement of grant funding CONTRACTOR shall make records related to this project available for examination to any local, state or federal government agency, or department, during CONTRACTOR'S normal

business hours. Said records will be maintained for a period of five (5) years after the date of the invoice.

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

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

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

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

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

19. **Ownership of Documents.** All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and other documents, instruments, information and material prepared or accumulated by the CONTRACTOR (or by such sub-consultants and specialty consultants) in rendering services hereunder shall be the sole property of the CITY who may have access to the reproducible copies at no additional cost other than printing. Provided, that the CONTRACTOR shall in no way be

liable or legally responsible to anyone for the CITY'S use of any such materials for another PROJECT, or following termination. All original documents shall be permanently kept on file at the office of the CONTRACTOR.

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

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

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

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

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

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

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

27. **Warranty.** The CONTRACTOR agrees that, unless expressly stated otherwise in the bid or proposal, the product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the CONTRACTOR gives to any customer for comparable quantities of products and/or services and the rights and

remedies provided herein are in addition to said warranty and do not limit any right afforded to the CITY by any other provision of this solicitation.

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

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

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

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

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

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

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

[*Signature page follows.*]

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

THE CITY OF LEESBURG, FLORIDA

By: _____
Jay Hurley, Mayor

ATTEST:

_____
City Clerk

Approved as to form:

_____
City Attorney

TB LANDMARK CONSTRUCTION, INC.

By: _____

Printed: _____

Its: _____
(Title)

AGENDA MEMORANDUM

Item No: 5.B.12.

Meeting Date: September 26, 2016

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

Subject: Resolution authorizing the execution of a construction services agreement for the Hope Street Water Main Upgrade project.

Staff Recommendation:
Staff recommends awarding Invitation to Bid (ITB) 160481 and approve execution of the agreement with TB Landmark Construction, Inc. for the amount not to exceed $115,111.00.

Analysis:
The purpose of this project is to upgrade approximately 1,400 linear feet of existing 1-inch, 1.5-inch, and 2-inch galvanized metal water main piping to 6-inch PVC piping. Construction will include installing 3 hydrants and the removal and replacement of 17 existing residential water services to provide improved water service and fire protection.

Procurement Analysis:
The Purchasing Division issued Invitation to Bid (ITB) 160481 on August 1, 2016. The opportunity was posted to Public Purchase. Staff directly notified 20 contractors, including 4 local companies. On August 30, 2016 the Purchasing Division received and publicly opened three sealed bids.

Following review of the bids, staff deemed TB Landmark Construction, Inc. located in Jacksonville, Florida a responsive and responsible bidder submitting the lowest bid. Past project references were verified and the company was rated very good. Based on the results of the review, staff recommends awarding the bid to TB Landmark Construction, Inc.

Summary of Bids

Company Name	Location	Local Preference	Base Bid
TB Landmark Construction, Inc.	**Jacksonville, FL**	**No**	**$115,000.00**
General Underground	Chiefland, FL	No	$145,436.16
Barracuda Building Corporation	Apopka, FL	No	$154,900.00

Options:
1. Award the ITB and approve execution of the contract with TB Landmark Construction Inc.; or
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:
Bid was higher than estimated cost. Additional funds will be moved from other water main projects to cover overage.

Submission Date and Time: 9/22/2016 1:28 PM

Department:	**Public Works**	**Reviewed By**		Account No.:	**043-3099-533.63-10**
Prepared by:	**Lisa Wolfkill**	Department Head:	**DCM**	Project No.:	**430002**
Attachments:	X Yes ___ No	Finance Department:		WF/Job No.:	**WF 1000200/002**
Advertised:	X Yes ___ Not Required	Deputy City Manager:		Req. No.:	**48443**
Dates:	**08/01/2016**	**Submitted by:**		Budget:	
Attorney Review:	___ Yes ___ No	City Manager:		Available:	

RESOLUTION NO._____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH TB LANDMARK CONSTRUCTION, INC. FOR THE HOPE STREET WATER MAIN UPGRADE FOR A COST NOT TO EXCEED $115,000.00; 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 TB Landmark Construction, Inc. whose address is 11220 New Berlin Rd., Jacksonville, Florida 32226 (email: madams@tblandmark.com) for construction services to the Hope Street Water Main Upgrade pursuant to Invitation to Bid 160481.

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 26th day of September 2016.

_____
Mayor

ATTEST:

_____
City Clerk

** Notice of Recommendation of Award **

Date: **September 15, 2016**
Bid No. & Title: **160481 – Water Main Upgrade – Hope Street**
Buyer: **Lisa Wolfkill, Senior Buyer**
Commission Meeting: **September 26, 2016 at 5:30 PM**

I will be recommending the following award for the Water Main Upgrade along Hope Street to our City Commission at their regular meeting on September 26, 2016 at 5:30 PM. A comprehensive Final Bid Tabulation for the referenced solicitation is attached.

Recommended Vendor: **T B Landmark Construction, Inc.**
11220 New Berlin Road
Jacksonville, FL 32226

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

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

Respectfully,

Mike Thornton

Mike Thornton, CPPO
Purchasing Manager

attachment (Final Bid Tabulation)

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

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

City of Leesburg, FL
Purchasing Division

Final Bid Tabulation
160481 - Water Main Upgrade - Hope Street

August 30, 2016
2:00 PM

	Vendor	**TB Landmark Construction, Inc.**	**General Underground**	**Barracuda Building Corporation**
	Location	Jacksonville, FL	Chiefland, FL	Apopka, FL
ITEM	**ITEM DESCRIPTION**	**Bid Amount**	**Bid Amount**	**Bid Amount**
1	**Hope Street Water Main Upgrade Project** Complete and in accodeance with the Plans and Specifications	$115,000.00	$145,436.16	$154,900.00
	Total Base Bid Amount	**$115,000.00**	**$145,436.16**	**$154,900.00**
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%)	$120,750.00	N/A	N/A
	LVP Tier II Adjusted Low Bid (low bid + 2%)	$117,300.00	N/A	N/A
AD.1	**BID ALTERNATE** - Open cut installation of the water main. Alternate bid shall include all restoration of all disturbed areas	$1,200.00	$100,000.00	($15,000.00)
	TIME FOR COMPLETION			
	Number of CALENDAR DAYS to **begin** work after NTP:	14	7	10
	Number of CALENDAR DAYS to **completion** after NTP:	75	113	70
	SEALED BID RESPONSIVENESS REVIEW SUMMARY			
	IS THE BIDDER DETERMINED TO BE RESPONSIBLE	Yes	Yes	Yes
	IS THE BID DETERMINED TO BE RESPONSIVE	Yes	Yes	Yes
	General Vendor Information	Yes	Yes	Yes
	Meets Contractor License Requirement	Yes	Yes	Yes
	Contractor License Number	CGC060694	CGC1518531	CGC1504612
	Bidders Certification	Yes	Yes	Yes
	Exceptions Taken	No	No	No
	Acknowledgement of Addenda	Yes - 3	Yes - 3	Yes - 3
	Claims Local Vendor Preference	No	No	No
	Sub-Contractor Listing	No	Yes	Yes
	Equipment Listing	Yes	Yes	Yes
	Statement of Experience	Yes	Yes	Yes

This Final Bid Tabulation was reviewed and approved by:

Mike Thornton

Mike Thornton, CPPO - Purchasing Manager

AGREEMENT FOR CONTRUCTION SERVICES

THIS AGREEMENT is made as of the 26th 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 **TB LANDMARK CONSTRUCTION, INC.** whose address is 11220 New Berlin Rd., Jacksonville, Florida 32226 (hereinafter referred to as the "CONTRACTOR").

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

1. **Contract Documents.** The Contract Documents consist of:
   a. This Agreement; and
   b. Invitation to Bid 160481 – Hope Street Water Main Upgrade Project in its entirety, incorporated by reference and made a part hereof; and
   c. The CONSTRACTOR'S response to ITB 160481 incorporated by reference and made a part hereof.

2. **Total Construction Cost.** The CONTRACTOR shall perform the Services for a total price not to exceed **$115,000.00**. 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. **Scope of Services.** The CONTRACTOR shall furnish the following services generally described as the **HOPE STREET WATER MAIN UPGRADE** (hereinafter referred to as "Project") to the CITY as listed in the Contract Documents. Nothing herein shall limit the CITY'S right to obtain bids or proposals for services from other contractors for same or similar work.

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

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

6. **Commencement and Completion**. The CITY and the CONTRACTOR mutually agree time is of the essence with respect to the dates and times set forth in the Agreement Documents. To that end, the CONTRACTOR will commence work not later than FOURTEEN (14) 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 SEVENTY FIVE (75) continuous calendar days after CITY issues a Notice to Proceed, subject only to any adjustments in the contract time

that may be authorized by change orders properly issued in accordance with the Agreement Documents. In executing this Agreement, CONTRACTOR affirms the time set for completion is reasonable.

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

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

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

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

The CITY may terminate this Agreement for cause without penalty or further obligation at any time following Agreement execution, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the CITY is at any time while the Agreement or any extension thereof is in effect, an employee or agent of any other party to the

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[*Signature page follows.*]

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

THE CITY OF LEESBURG, FLORIDA

By: _____
Jay Hurley, Mayor

ATTEST:

_____
City Clerk

Approved as to form:

_____
City Attorney

TB LANDMARK CONSTRUCTION, INC.

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 ###### 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 – _____ (8 pages).

Commented [MT1]: These sections should match with the ITB document. Revise as needed.

III. **Bid Submittal.** The original _____, 2015 solicitation resposne from the Contractor is incorporated by reference and made a part hereof.

[*Rest of page intentionally left blank.*]

AGENDA MEMORANDUM

Item No: 5.B.13.

Meeting Date: September 26, 2016

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

Subject: Request for additional funds for annual manhole rehabilitation services.

Staff Recommendation:
Staff recommends approval of the additional $19,600.00 for manhole rehabilitation services in fiscal year 2016.

Analysis:
Commission previously approved $70,000 in fiscal year 2016 for manhole rehabilitation services to Utility Technicians, Inc. under an existing fixed unit price agreement. The department requires an additional $19,600 to complete the schedule repairs this fiscal year. This will bring the total 2016 expenditure for manhole rehabilitation to $89,600.00.

Options:
1. Approve the additional $19,600 in fiscal year 2016.

Fiscal Impact:
Budget adjustment has been processed to move funds from the R&R reserve allowing for this additional expenditure.

Submission Date and Time: 9/22/2016 1:28 PM

Department: Public Works **Prepared by:** Mike Thornton **Attachments:** Yes ____ No _____ **Advertised:** _____ **Not Required** _____ **Dates:** _____ **Attorney Review :** Yes ___ No ____ **Revised 6/10/04**	**Reviewed by: Dept. Head DCM** **Finance Dept.** _____ **Deputy C.M.** _____ **Submitted by:** **City Manager** _____	**Account No.** 044-4081-535.46-26 **Project No.** 447011 **WF No.** _____ **Req. No.** 48550 **Budget** _____ **Available** _____

AGENDA MEMORANDUM

Item No: 5.C.1.

Meeting Date: September 26, 2016

From: Brandy McDaniel, Budget Manager

Subject: Resolution approving special transfers from the Gas Utility in the amount of $978,450 for debt service associated with the Kristen Court Property to be transferred in FY 2016-17

Staff Recommendation:
Staff recommends approval of a special transfer from the Gas Utility in the amount of $976,320 for debt service associated with the Kristen Court Property to be transferred in FY 2016-17.

Analysis:
On October 9, 2006, the City Commission passed a resolution authorizing the issuance of a Bond Anticipation Note (BAN) in the amount of $4,000,000 to facilitate the purchase of the Kristen Court Apartments, a high crime and blighted area. In December of 2009, the BAN was refinanced in the amount of $4,500,000 with a Capital Improvement Promissory Note.

Issue	Fiscal Year	Principal	Interest	Total
Magnolia Townhomes Capital	2010	0	75,650	75,650
Improvement Promissory Note,	2011	0	153,000	153,000
Series 2009	2012	0	153,000	153,000
Original Issue Amount: $4,500,000	2013	840,000	138,720	978,720
Original Issue Date: November 3, 2009	2014	870,000	109,650	979,650
Final Maturity: November 3, 2016	2015	900,000	79,560	979,560
Interest Rate: 3.40%	2016	930,000	48,450	978,450
	2017	960,000	16,320	976,320
TOTAL		4,500,000	774,350	5,274,350

The proposed budget for fiscal year 2016-17 has been prepared to have the Gas Utility cover the debt service (principal and interest) associated with this note.

In order to make this transfer, the City must adhere to Ordinance 07-80, Section 2-230. That section allows surplus transfer proved that cash exceeds 115% of the minimum acceptable level of cash reserve. Utilization of Surplus Cash can be approved for any one of the following; (1) elimination of shortfalls in related funds; (2) reduction or avoidance of debt; (3) funding of a renewal and replacement program; (4) one time capital needs; and' (5) for use in funding tax, fee or rate stabilization. In addition to the Surplus Cash test, Ordinance 07-82 provides for a five year pro

forma cash flow projection to determine the financial impact if any on the fund from which the transfer is drawn (attached). The following test reflects the amount of Surplus Cash available as of September 30, 2016:

Minimum Cash Reserve Requirement	$1,057,526
Add 15% Reserve	158,629
Minimum Level of Acceptable Cash Reserve	$1,216,155
Unaudited Cash Balance as of September 2016	3,487,535
Surplus Cash	$2,271,380

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

Options:

1. Approve the special transfers in FY 2016-17 from the Gas Utility to the Debt Service Fund in the amount of $976,320 for debt service associated with the Kristen Court property; or
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

The impact on Surplus Cash of the Gas Utility will be decreasing the Surplus cash from $2,271,380 to $1,295,060. This is the final year of the debt service associated with the Kristen Court property.

Submission Date and Time: 9/22/2016 1:28 PM

Department: _____ **Prepared by:** _____ **Attachments:** Yes____ No _____ **Advertised**:_____**Not Required** _____ **Dates:**_____ **Attorney Review :** Yes___ No ____ _____ **Revised 6/10/04**	**Reviewed by: Dept. Head** _____ **Finance Dept. BLM,**_____ **Deputy C.M.** _____ **Submitted by:** **City Manager** _____	**Account No.** _042-2088-581-9121 **Project No.** _____ **WF No.** _____ **Budget** _____ **Available** _____

RESOLUTION NO._____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, APPROVING A SPECIAL TRANSFER IN FY 16-17 FROM THE GAS UTILITY TO THE DEBT SERVICE FUND OF $976,320 FOR DEBT SERVICE ASSOCIATED WITH THE KRISTEN COURT PROPERTY; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the City Commission hereby authorizes a Special Transfer in FY 16-17 of $976,320 from the Gas Utility to the Debt Service Fund for debt service associated with the Kristen Court Property.

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 _26th__ day of _September__ 2016.

_____
Mayor

ATTEST:

_____
City Clerk

City of Leesburg Gas Fund

Five Year Cash Flow Pro Forma

	2017 Proposed Budget	2018 Projected	2019 Projected	2020 Projected	2021 Projected	Cummulative Total
Revenue						
Charges For Services	$ 6,780,023	$ 6,966,474	$ 7,175,468	$ 7,399,701	$ 7,640,192	$ 35,961,857
Other Operating Revenue	50,000	51,375	52,916	54,570	56,343	265,205
Total Operating Revenues	6,830,023	7,017,849	7,228,384	7,454,271	7,696,535	36,227,062
Expenses						
Gas Purchases	2,152,439	2,211,631	2,277,980	2,349,167	2,425,515	11,416,732
Administration	621,860	638,961	658,130	678,697	700,754	3,298,402
Distribution	1,058,161	1,087,260	1,119,878	1,154,874	1,192,408	5,612,582
Other Operating Expenses	1,626,646	1,588,834	1,612,976	1,633,830	1,651,086	8,113,373
Total Operating Expenses	5,459,106	5,526,687	5,668,965	5,816,568	5,969,763	28,441,089
Income Before Operating Transfers	1,370,917	1,491,162	1,559,420	1,637,703	1,726,772	7,785,973
Interfund Transfers						
Transfers to Other Funds						
General Fund	657,310	675,386	695,648	717,387	740,702	3,486,432
Surcharges to General Fund	176,433	181,285	186,723	192,559	198,817	935,817
Capital Projects	-	-	-	-	-	-
Debt Service	-					-
Total Transfers	(833,743)	(856,671)	(882,371)	(909,945)	(939,518)	(4,422,249)
Net Income After Transfers	537,174	634,491	677,048	727,758	787,253	3,363,724
Other Sources (Uses)						
Cust/Dev Contributions	36,292	575,500	596,775	616,000	634,900	2,459,467
Appropriated Retained Earnings	80,000	156,245	201,400	164,400	182,300	784,345
Capital Projects	(168,848)	(731,745)	(798,175)	(780,400)	(817,200)	(3,296,368)
Net Other Sources	(52,556)	-	-	-	-	(52,556)
Incr (Decr) to Unappropriated Fund Balance	$ 484,618	$ 634,491	$ 677,048	$ 727,758	$ 787,253	$ 3,311,168
Annual Depr added back to Net Inc/(Loss)	432,000	443,880	457,196	471,484	486,807	2,291,367
Cash Flow Effect of Special Transfer						
FYE Est Unrestricted Pooled Cash Bal Before Special Transfer(s)	$ 3,487,535	$ 3,427,833	$ 3,529,884	$ 4,664,129	$ 7,137,431	$ 9,090,071
Special transfer to Debt Service Fund *	(976,320)	(976,320)	-	-	-	(1,952,640)
FYE Est Unrestricted Pooled Cash Balance After Special Transfer(s)	$ 2,511,215	$ 2,451,513	$ 3,529,884	$ 4,664,129	$ 7,137,431	$ 7,137,431

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

Pro Forma Assumptions:

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

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

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

AGENDA MEMORANDUM

Item No: 5.C.2.

Meeting Date: September 26, 2016

From: Lucy Gangone, Library Director

Subject: Resolution Appointing a Library Advisory Board Member

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Staff Recommendation:
Staff recommends the appointment of one individual to the Library Advisory Board for a term of five years, said term to expire on September 30, 2021. The position was advertised, as required.

Analysis:
Mrs. Sue Geiger was appointed to the Library Advisory Board in 2003 to fill an unexpired term for three years. Her applications for reappointment were subsequently approved in 2006 and 2011. She has completed the required form to seek reappointment to the Library Advisory Board.

Ms. Geiger has been an active member of the Library Advisory Board, having served as Board Chairperson and Vice-Chairperson. She has also been a long-time member of the Friends of the Leesburg Library, and is a Past-President of that organization.

There are no other applicants for this opening appointment.

Options:
1. Appoint the applicant, Mrs. Sue Geiger, to the Library Advisory Board;
2. Seek another candidate of the Commission's choosing; or
3. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:
There is no fiscal impact.

Submission Date and Time: 9/22/2016 1:28 PM

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

RESOLUTION NO._____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA APPOINTING ONE MEMBER TO THE LIBRARY ADVISORY BOARD TO A FIVE-YEAR TERM AS A MEMBER WITH SAID TERM TO EXPIRE SEPTEMBER 30, 2021; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor finds there is an appointment to be made to the Library Advisory Board in keeping with section 2, Division 3 (1-92) of the Code of Ordinance of the City relating to the provision of Library services,

THAT the City Commission hereby appoints Sue Geiger to the five-year term set to expire September 30, 2021,

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 26th day of September 2016.

_____
Mayor

ATTEST:

_____
City Clerk

Recd 8-18-16 8

City of Leesburg
Appointed Boards & Commission Application

Date:	7/20/16	Name:	Sue Baxter Geiger
Mailing Address:	37637 Overton Dr, Leesburg, 34788		
Home Address:	→ same		
Home Telephone Number	352-787-2402		
Business Name & Type	Retired		
Business Address:	—		
Business Telephone Number:	—		
Position	Broker-retired		

Education, Training Or Experience Related To The Activities Of The Advisory Body To Which Appointment Is Sought:

BA - Eng Lit
Several Terms as Pres - Friends of the Leesburg Library
" "

Professional Organizations/Membership:

Have You Served On A City Board Or Committee In The Past?	Yes	✓	No
If Yes – Dates Served:	2013 - 14 - 15 - 16		
Name of Board or Committee:			

✓	Library Board		Historic Preservation Board
	Planning Commission		Greater Leesburg CRA
	Carver Heights & Vicinity CRA		General Employees Retirement Board of Trustees
	Fire Department Pension Board of Trustees		Police Department Pension Board of Trustees
	Other (Specify):		

I will attend meetings in accordance with the adopted policies of the City of Leesburg. If at any time my business or professional interests conflict with the interests of the Advisory Body, I will not participate in such deliberations.

Sue Geiger Signature of Applicant	Return To:	City Clerk's Office City of Leesburg P.O. Box 490630 Leesburg, FL 34749-0630

AGENDA MEMORANDUM

Item No: 5.C.3.

Meeting Date: September 26, 2016

From: Jack Rogers, Gas Director

Subject: Resolution authorizing execution of the Thirteenth Amendment of the Depository Trust Agreement to conform the City's depository account for Florida Gas Utility.

Staff Recommendation:
Staff recommends approval of the Thirteenth Amendment to the Depository Trust Agreement to conform the City's depository account for Florida Gas Utility to the requirements for the amount to be held in escrow.

Analysis:
The City of Leesburg purchases natural gas through Florida Gas Utility for resale to customers of the City, and maintains a depository account with Florida Gas Utility which is currently $215,000. Based on periodic reviews of natural gas pricing, the volume of gas utilized by the City of Leesburg and other variable factors, Florida Gas Utility has now decreased the required amount to be held in the fund to $190,000 as of October 1, 2016. The City of Leesburg will receive a refund amount of $25,000 which will be deposited in a restricted account within the gas fund.

Options:
1. Approve the Thirteenth Amendment to the Depository Trust Agreement; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:
The Gas Department will receive a refund of $25,000 from the FGU deposit account which will be deposited in a restricted account within the gas fund.

Submission Date and Time: 9/22/2016 1:29 PM

Department: Gas **Prepared by:** JR **Attachments:** Yes X No ____ **Advertised:** ____ Not Required X **Dates:** ____ **Attorney Review :** Yes X No ____ **Revised 6/10/04**	**Reviewed by: Dept. Head** JR **Finance Dept.** ____ **Deputy C.M.** ____ **Submitted by:** **City Manager** ____	**Account No.** ____ **Project No.** ____ **WF No.** ____ **Budget** ____ **Available** ____

RESOLUTION NO._____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE THIRTEENTH AMENDMENT OF THE DEPOSITORY TRUST AGREEMENT NECESSARY TO CONFORM THE CITY'S DEPOSITORY ACCOUNT, MAINTAINED FOR THE BENEFIT OF FLORIDA GAS UTILITY, TO THE LATEST REQUIREMENTS FOR THE AMOUNT OF THE DEPOSIT TO BE HELD IN ESCROW; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Leesburg obtains natural gas from Florida Gas Utility for resale to customers of the City; and

WHEREAS, as a condition of providing natural gas to the City of Leesburg, Florida Gas Utility requires that the City maintain a depository trust account with SunTrust Bank, as Trustee, which is currently in the amount of $215,000.00; and

WHEREAS, based on its periodic review of natural gas pricing, the volume of gas utilized by the City of Leesburg, and other variable factors, Florida Gas Utility has determined that the City may decrease the deposit to $190,000.00; and

WHEREAS, it is in the best interest of the City of Leesburg, its citizens and natural gas customers, to comply with the decreased deposit requirement of Florida Gas Utility, and to decrease the current amount of $215,000.00, by $25,000.00, making the total deposit in the depository trust account $190,000.00.

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

That the Mayor and City Clerk are hereby authorized and directed to execute the Thirteenth Amendment to the Depository Trust Agreement with SunTrust Bank, as Trustee, the Deposit Trust Agreement with Florida Gas Utility, and such other documents as are necessary to effectuate a decrease in the City's deposit to the required level of $190,000.00, with the difference to be refunded to the City.

THIS RESOLUTION shall become effective upon its passage and adoption according to law.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 26th day of September, 2016.

THE CITY OF LEESBURG, FLORIDA

By: _____
Mayor

ATTEST:

_____
City Clerk

Florida
GAS UTILITY

August 25, 2016

Jack Rogers
City of Leesburg
306 South 6th Street
Leesburg, Florida 34748

RE: Credit Enhancement Requirement Changes Effective October 1, 2016

Dear Billy:

At the Board of Directors meeting on August 5, 2016 the Board adopted the Fiscal 2016-17 Budget including the approval of the Credit Enhancement Requirements for each Member. The new Credit Enhancement Requirements become effective October 1st of each year.

Pursuant to the Board of Directors' action, the City of Leesburg may decrease its deposit with FGU from $215,000 to $190,000 as of October 1, 2016. The attached schedule reflects the Credit Enhancement Requirement for each member effective October 1, 2016.

Thank you for your continued support and compliance with FGU policies. If you have any questions, please don't hesitate to give me a call at 352-334-0770 ext.110.

Sincerely,

Mark Benton
Finance Manager

4619 N.W. 53rd Avenue
Gainesville, FL 32653
Ph: 352/334-0770
Fax: 352/334-0789

THIRTEENTH AMENDMENT OF
DEPOSITORY TRUST AGREEMENT

THIS AMENDMENT is made as of the _____ day of _____, in the year 2016, between the **CITY OF LEESBURG**, a Florida municipal corporation (hereinafter referred to as the "CITY"), and **SUNTRUST BANK**, duly authorized under its Charter and the laws of the State of Georgia and duly qualified under the laws of the State of Florida, as Trustee (hereinafter referred to as the "TRUSTEE").

WITNESSETH:

WHEREAS, on February 25, 2002, the CITY and the TRUSTEE entered into a Depository Trust Agreement (the "Prior Agreement") for the purpose of the CITY establishing a trust fund for the benefit of Florida Gas Utility ("FGU"); and

WHEREAS, pursuant to the Prior Agreement, the CITY placed the sum of Three Hundred Thousand Dollars ($300,000.00) into a Depository Account to be held in trust by the TRUSTEE for the benefit of FGU (the "Fund"); and

WHEREAS, on or about September 12, 2003, the CITY and TRUSTEE entered into a First Amendment of Depository Trust Agreement for the purpose of increasing the amount of the Fund to Four Hundred Thirty Nine Thousand Dollars ($439,000.00); and

WHEREAS, on or about October 25, 2004, the CITY and TRUSTEE entered into a Second Amendment of Depository Trust Agreement for the purpose of increasing the amount of the Fund to Five Hundred Eleven Thousand Dollars ($511,000.00); and

WHEREAS, on or about October 24, 2005, the CITY and TRUSTEE entered into a Third Amendment of Depository Trust Agreement for the purpose of increasing the amount of the Fund to Five Hundred Sixty Five Thousand Dollars ($565,000.00); and

WHEREAS, on or about October 23, 2006, the CITY and TRUSTEE entered into the Fourth Amendment of Depository Trust Agreement for the purpose of increasing the amount of the Fund to Six Hundred Fifty Seven Thousand Dollars ($657,000.00); and

WHEREAS, on or about September 24, 2007, the CITY and TRUSTEE entered into the Fifth Amendment of Depository Trust Agreement for the purpose of increasing the amount of the Fund to Six Hundred Eighty Seven Thousand Dollars ($687,000.00); and

WHEREAS, on or about September 22, 2008, the CITY and TRUSTEE entered into the Sixth Amendment of Depository Trust Agreement for the purpose of increasing the amount of the Fund to Seven Hundred Eighty Two Thousand Dollars ($782,000.00); and

WHEREAS, on or about September 14, 2009, the CITY and TRUSTEE entered into the Seventh Amendment of Depository Trust Agreement for the purpose of decreasing the amount of the Fund to Four Hundred Forty One Thousand Dollars ($441,000); and

WHEREAS, on or about September 12, 2011, the CITY and TRUSTEE entered into the Eighth Amendment of Depository Trust Agreement for the purpose of decreasing the amount of the Fund to Three Hundred Sixty Four Thousand Dollars ($364,000.00); and

WHEREAS, on or about September 10, 2012, the CITY and TRUSTEE entered into the Ninth Amendment to address a decrease in the amount of the Fund and to provide for a refund to CITY in the amount of One Hundred Eight Thousand Dollars ($108,000); and

WHEREAS, on or about August 12, 2013, the CITY and TRUSTEE entered into the Tenth Amendment of Depository Trust Agreement to increase the amount of the Fund from Two Hundred Fifty Six Thousand ($256,000.00) to Three Hundred Twenty Two Thousand ($322,000.00) as of October 1, 2013; and

WHEREAS, on or about August 25, 2014, the CITY and TRUSTEE entered into the Eleventh Amendment of Depository Trust Agreement to increase the amount of the Fund from Three Hundred Twenty Two Thousand ($322,000.00) to Three Hundred Thirty Two Thousand ($332,000.00) as of October 1, 2014; and

WHEREAS, on or about September 14, 2015, the CITY and TRUSTEE entered into the Twelfth Amendment of Depository Trust Agreement to decrease the amount of the Fund from Three Hundred Twenty Thirty Two Thousand ($332,000.00) to Two Hundred Fifteen Thousand ($215,000.00) as of October 1, 2015; and

WHEREAS, NOW, the CITY and TRUSTEE desire to enter into this Thirteenth Amendment to decrease the amount of the Fund from Two Hundred Fifteen Thousand ($215,000.00) to One Hundred Ninety Thousand ($190,000.00) as of October 1, 2016.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained in this Thirteenth Amendment, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the CITY and TRUSTEE do hereby agree as set forth below:

1. The above recitals are true and correct and by reference and incorporated herein and made a part hereof.

2. The parties agree to amend the Prior Agreement in the following particulars:

   The Trustee shall, on October 1, 2016, refund to the City, Twenty-Five Thousand Dollars ($25,000.00) from the Fund to decrease the deposit amount to One Hundred Ninety Thousand ($190,000.00).

3. All terms and conditions of the Prior Agreement not specifically amended herein or by

the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth, Eleventh, or Twelfth Amendment thereof, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Thirteenth Amendment on the respective dates under each signature.

THE CITY OF LEESBURG, FLORIDA

By: _____
Mayor

Date: _____

Approved as to form and content:

_____
City Attorney

Attest: _____

SUNTRUST BANK, as TRUSTEE

By: _____

Its: Corporate Trust Officer

Date: _____

AGENDA MEMORANDUM

Item No: 5.C.4.

Meeting Date: September 26, 2016

From: Al Minner, City Manager

Subject: Resolution authorizing a Civic Organization Funding Agreement for fiscal year 2016-17 with Leesburg Cemeteries, Inc

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Staff Recommendation:
Staff recommends execution of the agreement with Leesburg Cemeteries for $91,760.00 for fiscal year 2016-17 civic grant funding.

Analysis:
Historically Leesburg Cemeteries, Inc. has been included as part of the City of Leesburg's overall civic grant funding application and approval process. At the direction of the City Commission, this funding is now specifically included in its own line in the budget. Leesburg Cemeteries, Inc. was granted funding in the amount of $91,760.00 in FY 15/16. The same amount is recommended for FY 16/17. This funding is used to provide upkeep and maintenance at Lone Oak and Shady Oak cemeteries.

Options:
1. Approve the Civic Organization Funding Agreement with Leesburg Cemeteries, Inc.; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:
A total of $91,760 ($84,160 plus utility credit of $7,600) is included in the fiscal year 2016-17 budget for this purpose.

Submission Date and Time: 9/22/2016 1:29 PM

Department: Administration **Prepared by:** Al Minner **Attachments:** Yes X No ____ **Advertised:** ____ **Not Required** X **Dates:** ____ **Attorney Review :** Yes ___ No ____ **Revised 6/10/04**	**Reviewed by: Dept. Head** ____ **Finance Dept.** ____ **Deputy C.M.** ____ **Submitted by:** **City Manager** ____	**Account No.** 042-2021-532-8215 **Project No.** ____ **WF No.** ____ **Budget** ____ **Available** ____

RESOLUTION NO._____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A CIVIC ORGANIZATION FUNDING AGREEMENT WITH LEESBURG CEMETERIES, INC. DURING FISCAL YEAR 2016-17; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is permissible for cities to make contributions to non-profit corporations where the contributions further a public purpose; and

WHEREAS, Leesburg Cemeteries, Inc. is seeking a contribution from the City of Leesburg to help provide a public service to City residents; and

WHEREAS, in the past there have been formal executed agreements between the City of Leesburg and agencies receiving such contributions; and

WHEREAS, the City of Leesburg desires to continue having such agreements with the various agencies which receive annual contributions;

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

That the Mayor and City Clerk of the City of Leesburg are hereby authorized and directed to execute the Civic Organization Funding Agreement between the City of Leesburg and Leesburg Cemeteries, Inc. whose address is PO Box 490804 Leesburg, Florida 34749-0804 totaling ninety-one thousand seven hundred sixty dollars ($91,760.00) during fiscal year 2016-17.

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 26th day of September, 2016.

_____
Mayor

ATTEST:

_____
City Clerk

CIVIC ORGANIZATION FUNDING AGREEMENT

THIS AGREEMENT is entered into by and between the City of Leesburg, Florida (hereinafter referred to as "City"), and the Leesburg Cemeteries, Inc., a not for profit corporation (hereinafter referred to as "Agency").

WITNESSETH:

THAT, it is permissible for cities to make contributions to nonprofit corporations where the contributions further a public purpose. Agency is seeking a City contribution to help provide a public service to City residents and the City wishes to make such a contribution for the public purposes stated herein and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises, mutual covenants, conditions and payments hereinafter contained, the parties agree as follows:

Section 1. City Obligations. City agrees to provide the Agency with a **$91,760.00** funding contribution in fiscal year 2016/2017. The agency will receive quarterly installments of $21,040.00. City also agrees to provide a maximum of $7,600.00 to Agency as credit to utility bills for Customer ID Number 337195 and the following three (3) location ID Numbers 511490, 593310 and 429590 in the amounts of $1,200.00, $900.00 and $5,500.00 respectively.

Section 2. Agency Obligations. Agency shall be responsible for providing the City with a quarterly financial statement (profit and loss), along with activity reports showing the uses for which the City's contribution was expended. The financial statement shall be mailed to: City Manager's Office, City of Leesburg, P.O. Box 490630, Leesburg, FL 34749-0630. No disbursements will be made until financial statements and activity reports are received.

Section 3. Use of Funds. Agency understands that Florida law prohibits the City from expending funds for other than bona fide public purposes. Agency agrees to use all funds received by it under this Agreement for the following bona fide public purpose(s): **Provide maintenance and upkeep of the Lone Oak and Shady Oak cemeteries.** To the extent Agency's financial reports do not document adequately that the funds were expended solely for this bona fide public purpose, Agency agrees to reimburse to the City all funds not documented as having been expended in accordance with this Agreement.

Section 4. Lapse. In the event the Agency does not spend the funding contribution from the City within the stated term of this Agreement for the purposes outlined in this Agreement, or in the event this Agreement is terminated prior to the one year term in accordance with Section 5 below, the Agency shall return all of the unspent funding contribution to the City on or before the end of the first business day following the termination of this Agreement.

Section 5. Duration of Agreement. This Agreement shall become effective upon the date executed by the last party and shall continue for a period of one (1) year, subject to availability of funds by the City. This Agreement may be terminated by either party with thirty (30) days written notice of its intent to terminate. Approval of this grant by the City does not obligate the City to approve funding for future fiscal years, and should not be relied on by Agency as evidence of any expectation of future

funding. Agency must apply for future funding during the budgetary cycle for the upcoming fiscal year, but is not assured of receiving funding.

Section 6. Modifications. No modifications, amendments or alterations 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, and approved by the Leesburg City Commission at a public meeting where a quorum was present and the modification of this Agreement was on the agenda for discussion and action.

Section 7. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or undertakings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates under each signature.

THE CITY OF LEESBURG, FLORIDA

By:_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form and content:

_____
City Attorney

Org name Leesburg Cemeteries, Inc.

By: Mary L. Dodge

Printed Name: Mary L. "Midge" Dodge

Title: Exec. Director & President

Mailing Address: P O Box 490804

Leesburg, FL 34749-0804

AGENDA MEMORANDUM

Item No: 5.C.5.

Meeting Date: September 26, 2016

From: Tracey Dean, Airport Manager

Subject: Third Amendment to Lease, between the City and Skybolt Aeromotive Corp. to update the use clause

---

Staff Recommendation:
Staff recommends approval of the third Amendment to the Skybolt Aeromotive Corp. lease, dated February 22, 1999.

Analysis:
The purpose of the Third Amendment is to update the USE clause of the Skybolt lease. When the lease was written in 1999, Skybolt's research & development and manufacturing focused on composite materials. The company no longer deals with composites and the language has been updated to reflect R&D and manufacturing of aerospace fasteners. Additionally, Skybolt has requested to add general maintenance to the allowable uses so they may perform maintenance on the aircraft housed at the premises for R&D, install Supplemental Type Certificate Kits (STC), which they manufacture, and install aircraft air conditioners. The Lessee shall not solicit or perform any general maintenance on aircraft other than those which are housed at the hangar for R&D purposes.

The Airport Advisory Board reviewed the amendment at the September 9, 2016 meeting. Three of four board members were present; recommendation for approval motion carried.

Options:
1. Approve the Third Amendment to Lease; or,
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:
None

Submission Date and Time: 9/22/2016 1:29 PM

Department: Airport **Prepared by:** Tracey Dean **Attachments:** Yes x No _____ **Advertised:**_____Not Required _____ **Dates:**_____ **Attorney Review:** Yes x No ____ _____ **Revised 6/10/04**	**Reviewed by: Dept. Head** _____ **Finance Dept.** _____ **Deputy C.M.** _____ **Submitted by:** **City Manager** _____	**Account No.** _____ **Project No.** _____ **WF No.** _____ **Budget** _____ **Available** _____

RESOLUTION NO._____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A THIRD AMENDMENT TO THE LEASE BETWEEN THE CITY OF LEESBURG AND SKYBOLT AEROMOTIVE CORP, FOR THE PURPOSE OF UPDATING THE USE CLAUSE; 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 Skybolt Aeromotive Corp., whose address is 9000 Airport Blvd, Leesburg, Florida 34788 for the purpose of updating the lease use clause.

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 26th day of September 2016.

_____
JAY HURLEY, Mayor

ATTEST:

_____
J. ANDI PURVIS, City Clerk

THIRD AMENDMENT TO LEASE

THIS AMENDMENT is entered into as of _____, 2016, between **THE CITY OF LEESBURG, FLORIDA,** as Lessor, and **SKYBOLT AEROMOTIVE CORP., a Florida corporation,** as Lessee,

WITNESSETH:

THAT Lessor and Lessee entered into a Lease Agreement dated February 22, 1999 (the "Lease"), for premises at Leesburg International Airport (the "Airport"). The Lease has been amended twice previously. The parties wish to amend the Lease to clarify and expand the provision detailing the permitted uses of the premises, and have entered into this Third Amendment for that purpose.

NOW THEREFORE, for and in consideration of the Lease, the two previous amendments, the mutual covenants and promises contained in this Third Amendment, the sum of $10.00, and other good and valuable considerations, in hand paid and given by each party to the other, the receipt and sufficiency of which are acknowledged by each party for the benefit and reliance of the other, Lessor and Lessee agree as set forth below:

1. Paragraph 3 of the Lease is amended to read as follows:

> Lessee shall use the premises for retail sales of aircraft hardware, research and development of aerospace panel fasteners for use in aircraft, manufacturing of aerospace panel fasteners for aircraft and parts for other uses, and housing aircraft to be used as part of the research and development efforts. Lessee may perform general maintenance on the housed R&D aircraft only. Lessee shall not solicit or perform any general maintenance on aircraft other than those housed at the premises for R&D purposes. Lessee may also use the premises for installation of aircraft air conditioners and installation of Supplemental Type Certificate Kits (STC). Lessee shall meet all requirements now or hereafter imposed on operators of such uses by City Ordinance. No other use shall be made of the premises without the prior, written consent of Lessor. Lessee shall make no unlawful or offensive use of the premises, nor shall any activity be carried on at the premises which constitutes a nuisance to surrounding property.
>
> Except as necessary in conjunction with its permitted activities listed above, Lessee shall not allow the production, use, handling or storage, of dangerous or toxic chemicals or substances (other than aircraft fuel and lubricants, solvents, and other ancillary chemicals commonly utilized in aircraft operation and maintenance, while stored within the tanks or containers designed for such storage aboard the aircraft itself or in the containers in which such substances are obtained from the manufacturers thereof, or in containers approved for such use), machines or equipment causing excessive noise or dust particles or anything else of any nature whatsoever which would be injurious to the building or property in the reasonable opinion of Lessor.

Lessee shall indemnify Lessor against all claims for damages or other relief, plus attorney's fees and costs, due to any production, use, handling, storage, or disposal of any hazardous or toxic wastes or substances by Lessee whatsoever, as such may be defined from time to time by any local, State or Federal agency, whether at the premises or elsewhere, excepting only claims based on conditions which existed on the property prior to the execution of this Lease. Lessee shall be responsible for the acts and behavior of its officers and employees, licensees, invitees, agents, clients, customers and anyone else on Lessee's premises, with respect to the handling, storage, transportation, use, disposal and discharge of petroleum and other toxic or hazardous substances.

No outside storage of parts, or inventory or other items shall be permitted,. All storage shall be in a fully enclosed structure.

2. Except as specifically modified by this Third Amendment and the two previous amendments, the Lease shall continue in full force and effect as originally executed.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Third Amendment on the dates shown below.

SKYBOLT AEROMOTIVE CORP.

Debra A. Bowers
_____
(Type or print name of witness)

BY: _____
NED C. BOWERS, President

Carolyn M. Branch
_____
(Type or print name of witness)

DATE: _____, 2016

THE CITY OF LEESBURG, FLORIDA

BY: _____
JAY HURLEY, Mayor

DATE: _____, 2016

Attest: _____
ANDI PURVIS, City Clerk

APPROVED AS TO FORM AND CONTENT:

_____
CITY ATTORNEY

AGENDA MEMORANDUM

Item No: 5.C.6.

Meeting Date: September 26, 2016

From: Jack Rogers, Gas Director

Subject: Agreement for Acquisition of Easements, between B & B Sumter, LLP and the City of Leesburg, Florida

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Staff Recommendation:
Staff recommends approval of a Resolution authorizing execution of an Agreement for Acquisition of Easements, between B & B Sumter, LLP, as Grantor and the City of Leesburg, Florida, as Grantee.

Analysis:
Sabal Trail Transmission is constructing a natural gas pipeline which intersects the City of Leesburg's natural gas line on Highway 470, west of the Turnpike overpass. The City has entered into an agreement with Sabal Trail to construct a tap on the new pipeline. This connection will provide enough additional capacity to double our distribution system as well as provide a redundant feed to our existing infrastructure. This agreement is for the acquisition of easements from B & B Sumter, LLP, necessary to construct a City of Leesburg Gate Station which will serve as the point of transfer of natural gas from Sabal Trail Transmission to the City of Leesburg distribution system.

Options:
1. Approve the Agreement with B & B Sumter, LLP;
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:
Total cost for permanent easement, temporary construction easement, inclusive of Grantors engineeering and consulting fees is $55,250. Funds are available in a restricted account set aside for the purpose of system expansion.

Submission Date and Time:__9/22/2016 1:29 PM____

Department: ___Gas_____ **Prepared by:** ____JR_____ **Attachments:** Yes_X_ No _____ **Advertised**:_____Not Required _X___ **Dates:**_____ **Attorney Review :** Yes_X_ No ____ _____ **Revised 6/10/04**	**Reviewed by: Dept. Head** ___JR___ **Finance Dept.** _____ **Deputy C.M.** _____ **Submitted by:** **City Manager** _____	**Account No.** _____ **Project No.** _____ **WF No.** _**WF 1033090**_____ **Budget** _____ **Available** _____

RESOLUTION NO._____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING EXECUTION OF AN AGREEMENT FOR ACQUISITION OF EASEMENTS FROM B & B SUMTER, LLP AS GRANTOR, FOR THE PURPOSE OF CONSTRUCTING A NATURAL GAS GATE STATION; 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 B & B Sumter, LLP whose address is 547 County Road 501, Wildwood, Florida 34785, for acquisition of easements.

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 26th day of September 2016.

_____
Mayor

ATTEST:

_____
City Clerk

CITY OF LEESBURG PUBLIC WORKS DEPARTMENT

CERTIFICATE OF VALUE

County:	Sumter
Parcel No.:	Natural Gas Regulator Station
Rights Acquired	Permanent Easement
County Job No.:	County Road 470

I certify to the best of my knowledge and belief, that:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusion are limited only by the reported assumptions and limiting conditions and are my personal, unbiased, professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property or bias with respect to the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
4. I have not previously performed any appraisal services of the subject property at any time prior to the acceptance of this assignment.
5. My compensation is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
6. My analyses, opinions, or conclusions were developed and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice, and the provisions of Chapter 475, Part II, Florida Statutes.
7. I have made a personal inspection of the property that is the subject of this report and I have afforded the property owner the opportunity to accompany me at the time of the inspection. I have also made a personal field inspection of the comparable sales relied upon in making this appraisal. The subject and the comparable sales relied upon in making this appraisal were as represented by the photographs contained in this appraisal.
8. No persons other than those named herein provided significant real property appraisal assistance to the person signing this certification.
9. I understand that this appraisal is to be used in connection with the partial acquisition in the form of an easement for an underground gas line and above ground gas related regulating structure to be constructed by the City of Leesburg.
10. This appraisal has been made in conformity with the appropriate State laws, regulations, policies and procedures applicable to appraisal of right-of-way for transportation purposes; and, to the best of my knowledge, no portion of the property value entered on this certificate consists of items which are noncompensable under the established law of the State of Florida.
11. I have not revealed the findings or results of this appraisal to anyone other than the proper officials of the City of Leesburg and I will not do so until so authorized by proper City Officials, or until I am required by due process of law, or until I am released from this obligation by having publicly testified as to such findings.
12. Regardless of any stated limiting condition or assumption, I acknowledge that this appraisal report and all maps, data, summaries, charts and other exhibits collected or prepared under this agreement shall become the property of the City of Leesburg without restriction or limitation on their use.
13. Statements supplemental to this certification required by membership or candidacy in a professional appraisal organization are described on an addendum to this certificate and, by reference, are made a part hereof.
14. I, the supervisory appraiser of the registered trainee appraiser who contributed to the development or communication of this appraisal, hereby accept full and complete responsibility for any work performed by the registered appraiser trainee named in this report as if it were my own work.

Based upon my independent appraisal and the exercise of my professional judgment, my opinion of the market value for the part taken including net severance damages after special benefits, if any, of the property appraised as of the 15th day of July 2016 is $2,500

Market value should be allocated as follows:

LAND- EASEMENT	$	2,500
IMPROVEMENTS	$	0
NET DAMAGES &/OR COST TO CURE	$	0
TOTAL	$	**2,500**

LAND AREA: (SF) 8,517 Sq. Feet

Land Use (HABU as vacant): Future Long Term Mixed Use Development

July 28, 2016
DATE

Paul M. Roper, MAI, SRA
State-Certified General Real Estate Appraiser
License Number: RZ 141

CLAYTON, ROPER & MARSHALL

CRM File No. 16-154

CITY OF LEESBURG PUBLIC WORKS DEPARTMENT

CERTIFICATE OF VALUE

County:	Sumter
Parcel No.:	Natural Gas Regulator Station
Rights Acquired	Temporary Construction Easement
County Job No.:	County Road 470

I certify to the best of my knowledge and belief, that:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusion are limited only by the reported assumptions and limiting conditions and are my personal, unbiased, professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property or bias with respect to the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
4. I have not previously performed any appraisal services of the subject property at any time prior to the acceptance of this assignment.
5. My compensation is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
6. My analyses, opinions, or conclusions were developed and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice, and the provisions of Chapter 475, Part II, Florida Statutes.
7. I have made a personal inspection of the property that is the subject of this report and I have afforded the property owner the opportunity to accompany me at the time of the inspection. I have also made a personal field inspection of the comparable sales relied upon in making this appraisal. The subject and the comparable sales relied upon in making this appraisal were as represented by the photographs contained in this appraisal.
8. No persons other than those named herein provided significant real property appraisal assistance to the person signing this certification.
9. I understand that this appraisal is to be used in connection with the partial acquisition in the form of an easement for an underground gas line and above ground gas related structure to be constructed by the City of Leesburg.
10. This appraisal has been made in conformity with the appropriate State laws, regulations, policies and procedures applicable to appraisal of right-of-way for transportation purposes; and, to the best of my knowledge, no portion of the property value entered on this certificate consists of items which are noncompensable under the established law of the State of Florida.
11. I have not revealed the findings or results of this appraisal to anyone other than the proper officials of the City of Leesburg and I will not do so until so authorized by proper City Officials, or until I am required by due process of law, or until I am released from this obligation by having publicly testified as to such findings.
12. Regardless of any stated limiting condition or assumption, I acknowledge that this appraisal report and all maps, data, summaries, charts and other exhibits collected or prepared under this agreement shall become the property of the City of Leesburg without restriction or limitation on their use.
13. Statements supplemental to this certification required by membership or candidacy in a professional appraisal organization are described on an addendum to this certificate and, by reference, are made a part hereof.
14. I, the supervisory appraiser of the registered trainee appraiser who contributed to the development or communication of this appraisal, hereby accept full and complete responsibility for any work performed by the registered appraiser trainee named in this report as if it were my own work.

Based upon my independent appraisal and the exercise of my professional judgment, my opinion of the market value for the part taken including net severance damages after special benefits, if any, of the property appraised as of the 15th day of July 2016 is $1,000

Market value should be allocated as follows:

LAND- TCE	$	1,000
IMPROVEMENTS	$	0
NET DAMAGES &/OR COST TO CURE	$	0
TOTAL	$	**1,000**

LAND AREA: (SF) 12,269 Sq. Feet

Land Use (HABU as vacant): Future Long Term Mixed Use Development

July 28, 2016
DATE

Paul M. Roper, MAI, SRA
State-Certified General Real Estate Appraiser
License Number: RZ 141

CLAYTON, ROPER & MARSHALL

CRM File No. 16-154

AGREEMENT FOR ACQUISITION
OF EASEMENTS

THIS AGREEMENT is made and entered into between **B & B SUMTER, LLP, a Florida limited liability partnership**, as "Grantor," whose address is 547 County Road 501. Wildwood, Florida 34785, and **THE CITY OF LEESBURG, FLORIDA,** as "Grantee," whose address is P.O. Box 490630, Leesburg, Florida 34749.

WITNESSETH:

THAT Grantor owns certain real property in Sumter County, Florida, across which a natural gas pipeline is being constructed by Sabal Trail Transmission, LLC (hereafter referred to as "Sabal"). Grantee desires to access Sabal's pipeline to obtain a supply of natural gas for its customers. The parties have negotiated terms under which Grantor will convey to Grantee a temporary easement for construction, and a permanent easement for the location, maintenance and upkeep of a gate station to access the natural gas supply within the pipeline, and have entered into this Agreement to memorialize the terms negotiated between them.

NOW THEREFORE, for and in consideration of the mutual covenants and promises contained in this Agreement, and payment of the sums stated below, as well as other good and valuable considerations, Grantor and Grantee agree as follows:

1. The easements to be granted under this Agreement are attached as Exhibit "A" (the "Temporary Construction Easement") and Exhibit "B" (the "Permanent Easement"). Upon payment of the consideration stated, Grantor will grant to Grantee, its successors and assigns, the Temporary Construction Easement and the Permanent Easement, in substantially the same forms as attached.

2. Grantee shall pay to Grantor the sum of $55,250.00 in U.S. dollars, as full consideration for the Temporary Construction Easement, the Permanent Easement, and all expenses and attorneys' fees incurred by Grantor in connection with the negotiation and granting of these two easements. Payment shall be in cash, by cashier's check, or by wire transfer.

3. Grantee shall be responsible for obtaining such evidence of title as it desires, and if the evidence of title discloses defects which render title unmarketable, or the existence of liens or encumbrances against the property on which the easements are located, Grantee shall give promptly give written notice to Grantor of the existence of such defect(s). Upon receipt of such notice, Grantor shall be responsible for (i) obtaining releases of any liens or encumbrances which were voluntarily granted by Grantor and can be satisfied by the payment of money and (ii) using reasonable efforts to cure any other such defect within thirty (30) days after receipt of such notice. For the purposes of this paragraph "***reasonable efforts***" shall not require that Grantor file a lawsuit or incur costs in excess of $2,500.00 to cure or remove objectionable matters. If Grantor is unable to cure the objectionable matter(s) to Grantee's satisfaction within the aforesaid thirty (30) day period, Grantee, at its option, may (i) terminate this Agreement upon written notice to Grantor, in which event neither party shall thereafter have any liability or obligation to the other or (ii) waive its objection to such objectionable matter(s) and, subject to the terms and conditions of this Agreement, proceed to the Closing (as hereinafter defined)

without reduction to the consideration provided for in Paragraph 2, above. Grantee understands that a portion of the Temporary Construction Easement does conflict with easement rights granted to Sabal previously, and no easement rights held by Sabal shall be considered encumbrances or title defects for purposes of this Paragraph. Grantee will accept the easements subject to the rights of Sabal.

4. Subject to the curing of any title defects pursuant to Paragraph 3, above, the consummation of the transaction contemplated by this Agreement (the "Closing") shall occur on or before _____, 2016 at a time mutually acceptable to the parties. At the Closing, Grantee shall deliver to Grantor, by wire transfer of immediately available funds or cashier's check, the consideration set for in Paragraph 2, above, and Grantor and Grantee shall each execute and deliver to Grantee for recording, the Temporary Construction Easement and the Permanent Easement.

5. Grantee is a public entity having the power of eminent domain under Florida law. Grantee is acquiring these easements from Grantor under threat of condemnation, for use as a public natural gas utility facility. The parties have entered into this Agreement to avoid a lengthy and expensive eminent domain proceeding, however had no agreement been reached the Grantee would have had the power to condemn the easements and thereby acquire them without the consent of Grantor.

6. The parties agree that this Agreement, together with the Temporary Construction Easement and the Permanent Easement, comprise the entire agreement between them. This Agreement, the Temporary Construction Easement, and the Permanent Easement, together take precedence over any and all prior negotiations, representations and agreements, oral or written, all of which are deemed to have merged into these three instruments and to have been extinguished except to the extent specifically set forth therein. These instruments 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. Each party represents for the benefit of the other that it has not entered into this Agreement 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 Agreement.

7. Grantor and Grantee disclaim any intent by either to create any rights in any person or entity other than themselves, and no third party shall acquire or have the right to enforce any right or claim by reason of this Agreement.

[BALANCE OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to enter into this Agreement on the dates shown below.

WITNESSES:

B & B SUMTER, LLP, a Florida limited liability partnership

_____

_____
(Type or print name of witness)

BY: _____
BRYAN C. BEXLEY
Authorized Signatory

_____

_____
(Type or print name of witness)

DATED: September _____ , 2016

THE CITY OF LEESBURG, FLORIDA

BY: _____
JAY HURLEY, Mayor

DATED: September _____ , 2016

Attest: _____
ANDI PURVIS, City Clerk

APPROVED AS TO FORM AND CONTENT:

_____
CITY ATTORNEY

AGENDA MEMORANDUM

Item No: 5.C.7.

Meeting Date: September 26, 2016

From: DC Maudlin, Director of Public Works

Subject: Resolution authorizing the Mayor and City Clerk to execute an amendment to the Florida Department of Transportation Traffic Signal Maintenance and Compensation Agreement

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Staff Recommendation:
Staff recommends adoption of a resolution authorizing the Mayor and City Clerk to execute an amendment to the current Florida Department of Transportation Traffic Signal Maintenance and Compensation Agreement.

Analysis:
The City of Leesburg entered into a Traffic Signal Maintenance and Compensation Agreement with the Florida Department of Transportation in September 2002. This was the first time Leesburg received compensation for maintenance of traffic signals along state roadways. In November of 2003, the City contracted with Lake County Traffic Operations to inspect, maintain and repair all signals within the City limits, including FDPT roads.

The Florida Department of Transportation has approached Leesburg, as the maintaining agency, to update the current Traffic Signal and Maintenance Compensation Agreement. This agreement became effective July 1, 2015 and will be continuous until one of the parties chooses to terminate this agreement. A summary of the revisions in this amendment are as follows:

Simplified language for penalties and retainage.
Changed responsibility for pursuing 3rd party damage insurance from Maintaining Agency to FDOT.
Added Force Majeure clause to remove liability from both the Maintaining Agency and the FDOT in the event of an Act of God, etc.
Changed responsibility for periodic mast arm maintenance from Maintaining Agency to FDOT.
Increased time to repair critical detectors to 90 days (previous agreement was 60 days).
Decreased inspections to 50% of signals every year (previous agreement was 100% per year).
Added new Exhibit C with form for reimbursement for 3rd party damage.

In fiscal year 2016/17 the City of Leesburg will receive $121,510.00 from the Florida Department of Transportation for maintenance of 33 traffic control devices on state highways.

Options:

1. Approve the resolution authorizing the amendment to the Traffic Signal Maintenance Compensation Agreement with Florida Department of Transportation; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Expected revenue from the Florida Department of Transportation for the Fiscal year 2016/17 will be $121,510.00 from the Traffic Signal and Maintenance and Compensation Agreement. The modified agreement provides the same revenue for the General Fund and reduces the work load on Public Works.

Submission Date and Time: 9/22/2016 1:30 PM

Department: Public Works **Prepared by: Jimmy Feagle** **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. _____** **Project No. _____** **WF No. _____** **Budget _____** **Available _____**

RESOLUTION NO._____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AMENDMENT TO THE FLORIDA DEPARTMENT OF TRANSPORTATION TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with Florida Department of Transportation, whose address is 719 S. Woodland Boulevard, Deland, FL 32720, for Traffic Signal Maintenance and Compensation Agreement.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 26th day of September 2016.

_____
Mayor

ATTEST:

_____
City Clerk

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

CONTRACT NO. ARY24
FINANCIAL PROJECT NO. 413019-3-88-07
F.E.I.D. NO. F596000362027

THIS TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT ("Agreement"), is entered into this 24th day of July 2015, between the Florida Department of Transportation, an agency of the State of Florida, herein called the "Department", and City of Leesburg, Florida, herein called the ("Maintaining Agency").

WITNESSETH:

A. The Department is authorized under Section 335.055, Florida Statutes, to enter into this Agreement.

B. The Maintaining Agency is authorized under statutory authority to enter into this Agreement and has authorized its undersigned representative to enter into and execute this Agreement on behalf of the Maintaining Agency.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement, the sufficiency of which is acknowledged, the parties mutually agree and covenant as follows:

1. The Maintaining Agency shall be responsible for the maintenance and continuous operation of the traffic signals, interconnected and monitored traffic signals (IMTS) (defined as signals that are interconnected with telecommunications and are monitored at a central location), traffic signal systems (defined as central computer, cameras, message signs, communications devices, interconnect / network, vehicle, bicycle & pedestrian detection devices, traffic signal hardware and software, preemption devices, and uninterruptible power supplies ("UPS")), control devices (defined as intersection control beacons, traffic warning beacons, illuminated street name signs, pedestrian flashing beacons (i.e., school zone flashing beacons, pedestrian crossing beacons, and Rectangular Rapid Flashing Beacons)), and emergency/fire department signals and speed activated warning displays. The Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with operation of such traffic signals and signal systems and devices upon completion of installation of each signal or device. All traffic signals and control devices mentioned in this paragraph are referred to in this Agreement as "Traffic Signals and Devices".

2. The Department agrees to pay the Maintaining Agency an annual compensation amount based on the Department's fiscal year. The compensation amount consists of the cost of the maintenance and continuous operation of the Traffic Signals and Devices as identified in Exhibit A. Payments by the Department will be made in accordance with Exhibit B. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the Traffic Signals and Devices, and shall undertake the maintenance and continuous operation of these Traffic Signals and Devices upon final acceptance of the installation by the Department. Prior to any final acceptance of the installation by the Department, the Maintaining Agency will have the opportunity to inspect and request modifications or corrections to the installation(s) and the Department agrees to undertake those modifications or corrections prior to final acceptance so long as the modifications or corrections comply with the Agreement, signal plans, and specifications previously approved by both the Department and Maintaining Agency. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.

3. The Maintaining Agency shall maintain and operate the Traffic Signals and Devices in a manner that will ensure safe and efficient movement of highway traffic and that is consistent with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended.

4. The Maintaining Agency's maintenance responsibilities include, but are not limited to, locates, preventive maintenance (periodic inspection, service and routine repairs), restoration of services, and emergency maintenance (trouble shooting in the event of equipment malfunction, failure, or damage). Restoration of services may include temporary poles, stop signs or other methods to maintain traffic. The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log.

5. The Department intends to conduct a structural inspection of the mast arm structures and strain poles every 60 months, which inspection shall comply with the checklist included in Exhibit C, attached to and incorporated in this Agreement. The inspection report will serve as a 90-day notification to the Maintaining Agency that deficiencies exist which require preventative maintenance and periodic maintenance. Preventative maintenance includes but is not limited to: spot painting, cleaning, all wiring issues, graffiti removal, all signal related issues (lighting, signs and connections), and response to traffic impact including repair and replacement of all components damaged by the traffic impact. For any new painted mast arms installed after the date of this agreement, preventative maintenance includes all items described above and also includes repainting, tightening of nuts, replacing missing or deficient bolts, replacement of missing cap covers or equivalent, replacement of missing or deficient access hole cover plates, and repairing improper grounding. Damaged mast arm structures and strain poles must be properly repaired or replaced by the Maintaining Agency. If the Maintaining Agency is not successful in recovering damage costs from responsible party(ies) within 180 days from the occurrence of damage, the Department will reimburse the Maintaining Agency for costs

incurred due to traffic impacts to mast arms, which reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The Department will pursue reimbursements from individuals and/or the third parties who cause damages to mast arms and are liable for replacement/repair costs. Failure to perform preventative maintenance after notification of an inspection deficiency will result in the Maintaining Agency being responsible for the corrective actions. If spot painting or any other described preventative maintenance is not carried out, there shall be a 25% retainage of the annual compensation amount for the affected signal locations until the preventative maintenance is performed. For each month subsequent to the expiration of the 90-day notice given to the Maintaining Agency that preventative maintenance deficiencies exist, 1/12th of the annual compensation amount for the affected signal locations will be forfeited up to 25% of the annual compensation amount. In the case of a total paint failure on a mast arm installed prior to the date of this Agreement, the Department will fund the cost of repainting. This does not include any mast arm that was installed with a separate mast arm painted finish agreement. The terms of that agreement will control.

6. Periodic maintenance includes but is not limited to: repair of cracks in the mast arm structure; removal and/or repair of grout pads; resetting of anchor bolts; and repair or replacement of deteriorated anchor bolts and nuts. For any new mast arm installations after the date of this Agreement, if a Maintaining Agency requests a painted mast arm, the Maintaining Agency agrees to perform all required periodic and preventative maintenance. Any periodic maintenance performed on the mast arm structure by the Maintaining Agency needs Department approval prior to commencement of work and shall be performed within 90 days unless under an emergency situation. Any and all work performed by the Maintaining Agency must conform to the current Department Standard Specifications for Road and Bridge Construction as applicable. Mast arms that the Department determines to be at the end of its useful life will be replaced by the Department so long as documented preventative maintenance and any applicable periodic maintenance was satisfactorily performed by the Maintaining Agency.

   The Table below summarizes the roles of the Maintaining Agency and the Department with regard to preventative and periodic maintenance of mast arms:

Maintaining Agency	**Florida DOT**
Preventative maintenance of all mast arm structures	Periodic maintenance of all mast arm structures (except for any new painted and existing painted structures with signed separate Agreement)
Periodic maintenance of structures (for any new painted and existing painted structures with signed separate Agreement)	
Damage repair or replacement of structures	Compensate Maintaining Agency for damage repair or replacement of structures
	Replacement at end of life cycle of the structure

7. The Department will reimburse the Maintaining Agency for costs incurred due to traffic impacts to traffic signal controller cabinet assemblies, traffic signal battery backup, UPS cabinet assemblies, pedestrian flashing beacons, strain pole repair or replacement, and all devices shown in Exhibit A, if the Maintaining Agency is not successful in recovering damage costs from responsible parties. The Maintaining Agency will be responsible for pursuing reimbursements from individuals and/or the third parties that cause damages. However, if the Maintaining Agency is not successful in recovering damage costs from responsible party(ies) within 180 days from the occurrence of damage, the Department will pursue reimbursements from individuals and/or the third parties who cause damages and are liable for replacement/repair costs to the traffic signal controller cabinet assemblies, traffic signal battery backup, UPS cabinet assemblies, pedestrian flashing beacons, strain poles, and all devices shown in Exhibit A. Applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency.

8. The Maintaining Agency may remove any component of the installed equipment for repair or testing; however, it shall only make permanent modifications or equipment replacements and only if the equipment provided is capable of performing at minimum the same functions as the equipment being replaced. The Department shall not make any modifications or equipment replacements without prior written notice to and consultation with the Maintaining Agency.

   a. The Maintaining Agency shall implement and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications, special provisions, Department re-timing projects, and the Department's Traffic Engineering Manual. The Maintaining Agency shall obtain prior written approval from the Department for any modification in phasing of signals and flash times (where applicable). Signal Systems timings (cycle length, split, offsets, sequence) are considered operational changes and may be changed by the Maintaining Agency to accommodate changing needs of traffic. The Maintaining Agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer registered in the State of Florida. The Maintaining Agency shall make available a copy of the timings to the Department upon request. The Department reserves the right to examine equipment, timing and phasing at any time and, after consultation with the Maintaining Agency, may specify modifications. If the Department specifies modification in timing or phasing, implementation of such modifications will be coordinated with, or made by, the Maintaining Agency. All signal timing and phasing records shall be retained by the Maintaining Agency for at least three (3) years, and will be made available to the Department upon request.

9. The Maintaining Agency shall note in the maintenance log any changes in timings and phasings, and keep a copy of the timings and phasings, and any approval documentation in a file. A copy of the log shall be provided to the Department upon request. Maintaining Agencies may provide this information electronically.

10. The Maintaining Agency and the Department shall update Exhibit A on an annual basis which Exhibit A is attached to and incorporated in this Agreement. Exhibit A will contain all Traffic Signals and Devices on the State Highway System which are within the jurisdiction of the Maintaining Agency, those that are maintained by the Maintaining Agency and those that are maintained but not included for compensation. No changes or modifications may be made to Exhibit A during the Department's fiscal year for compensation. New Traffic Signals and Devices added by the Department during its fiscal year must be maintained and operated by the Maintaining Agency upon the Department's final acceptance as stated in paragraph 2. The Maintaining Agency and the Department shall update Exhibit A preceding each Department's fiscal year, which will include all new Department Traffic Signals and Devices added during the Department's previous fiscal year and delete those removed. Exhibit A will need to be incorporated into this Agreement by an amendment to this Agreement each time Exhibit A is updated. The Maintaining Agency will begin receiving compensation for new Traffic Signals and Devices in the Department's fiscal year after the Traffic Signals and Devices are installed and final acceptance is given by the Department. In the event that no change has been made to the previous year's Exhibit A, a certification from the Maintaining Agency shall be provided to the Department certifying that no change has been made to Exhibit A in the Department's previous fiscal year. The annual compensation will be a lump sum payment (minus any retainage or forfeiture) as set forth in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as set forth in Exhibit B, attached to and incorporated in this Agreement.

11. Payment will be made in accordance with Section 215.422, Florida Statutes.

12. There shall be no reimbursement for travel expenses under this Agreement.

13. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

14. The Maintaining Agency should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

15. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Maintaining Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Maintaining Agency requests payment. Invoices returned to a Maintaining Agency because of Maintaining Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

16. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors or vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.

17. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Maintaining Agency's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

18. In the event this contract is for services in excess of $25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000.00 and which have a term for a period of more than 1 year."

19. The Department's obligation to pay is contingent upon an annual appropriation by the Florida Legislature.

20. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

21. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

22. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

23. The Maintaining Agency may be subject to inspections of Traffic Signals and Devices by the Department. Such findings will be shared with the Maintaining Agency and will be the basis of all decisions regarding payment reduction, reworking, Agreement termination, or renewal. If at any time the Maintaining Agency has not performed the maintenance responsibility on the locations specified in the Exhibit A, the Department has the option of (a) notifying the Maintaining Agency of the deficiency with a requirement that it be corrected within a specified time, otherwise the Department shall deduct payment for any deficient Traffic Signal(s) and Device(s) maintenance not corrected at the end of such time, or (b) take whatever action is deemed appropriate by the Department. Any suspension or termination of funds does not relieve any obligation of the Maintaining Agency under the terms and conditions of this Agreement.

24. The Department shall monitor the performance of the Maintaining Agency in the fulfillment of the agreement. The Maintaining Agency shall submit an annual Report prior to June 30 of each year detailing the following:

    a. Critical Detection device malfunctions: Critical detection is defined as the detection on side-streets and in left turn lanes on the main streets, and all pedestrian/bicycle detection. Repairs to the side-street and main street left turn detections shall be made within sixty (60) days of discovery and repairs to the pedestrian detection shall be made within 72 hours after notification. All these events shall be logged into the annual report. If repairs cannot be performed within 60 days, the agency shall document the reasons why. Discovery of such events shall be logged into the annual report. The Maintaining Agency shall ensure that 90% of all critical detectors systemwide are operating properly at all time. Any time the level drops below 90%, the Agency would have ninety (90) days to correct the situation. A 5% retainage of the total annual compensation amount (as shown in Exhibit A) will be withheld whenever the 90% critical detection requirement is not met within the 90-day period.

    b. Traffic signal preventative maintenance inspections: All traffic signals shall receive at least one (1) minor preventative maintenance inspection, preferably two inspections, within a twelve (12) month period. Preventative maintenance inspection shall include verification that all detection is working, the signal is cycling properly, the ventilation system is functioning and filters are clean. Basic traffic cabinet maintenance shall also verify power feed voltages, verify that the vehicle and pedestrian indications are functioning properly, test the effective functioning of pedestrian push buttons, and check hinges and door locks. At least one (1) conflict monitor test shall be performed during a twelve (12) month period. Each test is to be documented and included in the annual report to the Department. The inspection report should note the location, date of inspection and any items noted. If the traffic signals do not receive at least one (1) minor preventative maintenance inspection during a twelve (12) month period, there shall be a 20% retainage of the annual compensation amount for the affected signal locations until the preventative maintenance inspection is made. If not performed within the state's fiscal year, the 20% retainage of the annual compensation amount for the affected signal locations will be forfeited.

    c. For any traffic signals that are interconnected with telecommunications and their real-time operation is electronically monitored via software by personnel at a central location and are therefore receiving the higher compensation amount as described in Exhibit B, the name(s), titles of those monitoring those intersections, and the location of the central monitoring facility(s) are to be documented and contained in the annual report submitted to the Department.

    d. In addition to the above requirements, if at least 50% of the traffic signals are not inspected and if at least half of the critical detection requirements as stated in 24a are not met, the Department will retain an additional 25% of the remaining compensation amount.

25. The Maintaining Agency may enter into agreements with other parties pertaining to Traffic Signals and Devices including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of traffic signals and devices on the State Highway System, provided that such Agreements are consistent with the mutual covenants contained in this Agreement. The Maintaining Agency shall furnish a copy of such agreements to the Department.

26. This Agreement may not be assigned or transferred by the Maintaining Agency in whole or in part without consent of the Department.

27. The Maintaining Agency shall allow public access to all documents, papers, letters, or other material subject to provisions of Chapter 119, Florida Statutes, and made or received by the Maintaining Agency in conjunction with this Agreement. Failure by the Maintaining Agency to grant such public access will be grounds for immediate unilateral cancellation of this Agreement by the Department.

28. This Agreement is governed by and construed in accordance with the laws of the State of Florida. The invalidity or unenforceability of any portion of this Agreement does not affect the remaining provisions and portions hereof. Any failure to enforce or election on the part of the Department to not enforce any provision of this Agreement does not constitute a waiver of any rights of the Department to enforce its remedies hereunder or at law or in equity.

29. This term of this Agreement is twenty (20) years; provided that either party may cancel this Agreement prior to the expiration of the term of this Agreement. A minimum notice period of two (2) years plus the remaining months of the Department's fiscal year shall be provided to the other party in writing. Should the Maintaining Agency provide its written notice of cancellation to the Department, the notice shall be endorsed by the elected body (County Commission, City Council, or local agency governing body) under which the Agency operates.

30. Upon execution, this Agreement cancels and supersedes any and all prior Traffic Signal Maintenance Agreement(s) between the parties, except specific separate Agreements covering painted mast arm maintenance or any other aspect related to the painting of mast arms.

31. The Department reserves the right to remove select critical corridors or critical intersections from the Maintaining Agency's obligation under this Agreement. The remaining intersections and corridors would continue to be covered under this Agreement. The Department will provide a minimum of one year notice prior to take-over of maintenance of critical corridors or critical intersections.

32. The Department agrees that the Maintaining Agency must comply with State law regarding appropriations and budgets. This Agreement shall not be interpreted to conflict with State law applicable to the Maintaining Agency.

33. The Maintaining Agency shall:
    a. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Maintaining Agency during the term of the contract; and
    b. expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

34. Exhibits A, B, and C are attached and incorporated by reference.

35. This Agreement contains all the terms and conditions agreed upon by the parties.

IN WITNESS WHEREOF, the parties have caused these presents to be executed, the day and year first above written.

City of Leesburg, Florida
(Maintaining Agency)

By _____
(Authorized Signature)

Print/Type Name: Elise A. Dennison

Title: Mayor

Attest: _____
J. Andi Purvis - City Clerk

Attorney: _____ Date: 07-13-15

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By _____
(Authorized Signature)

Print/Type Name: Alan E. Hyman, P.E.

Title: Director of Transportation Operations

Legal Review: _____

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

Exhibit A

Compensation for Maintaining Traffic Signals and all other Devices for FY _____

Effective Date: from _____ to _____

Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detector	Uninterruptible Power Supplies (UPS)	Compensation Amount (using Unit Rates from Exhibit B)
								Total Lump Sum Amount*		

*Amount paid shall be the Total Lump Sum minus any retainage or forfeiture.

I certify that the above traffic signals will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of $_____.

_____
Maintaining Agency Date

_____
District Traffic Operations Engineer Date

EXHIBIT B
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the Maintaining Agency for the services described in this Agreement and in Exhibit A and method by which payments will be made.

2.0 COMPENSATION

For the satisfactory completion of all services detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum (minus any retainage or forfeiture) in Exhibit A. The Maintaining Agency will receive one lump sum payment (minus any retainage or forfeiture) at the end of each fiscal year for satisfactory completion of service.

Beginning in the fiscal year 2016-17, for traffic signals which are not interconnected with telecommunications and are not monitored at a central location, the compensation amount shall be $3,131. The compensation amount for traffic signals that are interconnected with telecommunications and are monitored at a central location shall be $4,500 per signal location. These differential compensation amounts shall be in effect beginning July 1, 2016. The Table below shows the compensation amount for the various devices for fiscal years 2015-16 and 2016-17, and beyond.

Total Lump Sum (minus any retainage or forfeiture) Amount for each fiscal year is calculated by adding all of the individual intersection amounts.
Pedestrian Flashing Beacon: includes school zone beacons, pedestrian crossing beacons, and rectangular rapid flashing beacons (RRFB). School zones, crosswalks and warning sign locations shall be paid at a unit rate regardless of the number of individual beacons or poles.

Unit Compensation Rates per Intersection on the State Highway System

FY	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detector	Uninterruptible Power Supplies (UPS)
2014-15*	$ 2,951		$738	$295	$738	$148	$148		
2015-16	3,040		760	608	1,064	304	304		
2016-17	3,131	4,500	783	626	1,096	313	313	100	100
2017-18	Based on the Consumer Price Index (CPI), the 2016-17 compensation amounts will be revised upwards.								
2018-19	Based on the CPI, the 2017-18 compensation amounts will be revised upwards.								
2019-20	Based on the CPI, the 2018-19 compensation amounts will be revised upwards.								

*Compensation pro-rata based on intersection approaches or legs on State Highway System.

Based on the Consumer Price Index (CPI), the Unit Rate for the following fiscal year will be adjusted accordingly, unless otherwise specified in an amendment to this Agreement. However, if CPI is negative, there shall be no reduction from the previous year's compensation.

3.0 PAYMENT PROCESSING

The Maintaining Agency shall invoice the Department in a format acceptable to the Department, on an annual basis for the reimbursement costs incurred by the Maintaining Agency for the previous year prior to June 30th of each year . For example, the Maintaining Agency shall submit its invoice for the previous year beginning July 1, 2015 through June 30, 2016 no later than June 30, 2016.

EXHIBIT C

TRAFFIC SIGNAL MAST ARM CHECKLIST

Traffic Signal Mast Arm Checklist

- Foundation, including condition of grout pad if present
- Anchor bolts and nuts
- Base plate
- Base plate connection to vertical member
- Hand hole and hand hole covers and inside of vertical member by removing hand hole covers
- Connections between vertical and horizontal members
- Any member splices
- Attachments
- Member caps

State of Florida Department of Transportation

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

EXHIBIT A

Compensation for Maintaining Traffic Signals and all other Devices for FY 15/16

Effective Date: July 1, 2015 To: June 30, 2016

Maintaining Agency: City of Leesburg

Section	MP	SR No.	Intersection	Agency	Conf.	fy 15/16
11002	1.539	44	Lone Oak Dr./Oak Park Middle School	Leesburg	TS	$3,040.00
11002	2.555	44	Park Dr./12th St.	Leesburg	TS	$3,040.00
11002	2.860	44	9th Street	Leesburg	TS	$3,040.00
11002	3.198	44	Canal St.	Leesburg	TS	$3,040.00
11002	3.617	44	Lake St.	Leesburg	TS	$3,040.00
11002	3.982	44	Lakeport Blvd	Leesburg	ICB	$760.00
11002	4.402	44	Dixie Ave./Main St.	Leesburg	TS	$3,040.00
11010	2.365	44	CR 468/Main St.	Leesburg	TS	$3,040.00
11010	7.878	44/500	CR 44 / Sleepy Hollow Rd	Leesburg	TS	$3,040.00
11010	10.018	500	Lake Sumter Comm. College Dr.	Leesburg	TS	$3,040.00
11010	10.817	500	Radio Rd.	Leesburg	TS	$3,040.00
11010	10.960	500	Lake Square Mall	Leesburg	TS	$3,040.00
11010	11.252	500	Lakes Blvd.(Lake Village Shop Ctr.)	Leesburg	TS	$3,040.00
11010	11.699	500	CR 473/Blue Gill Dr.	Leesburg	TS	$3,040.00
11010.047	0.336	500	Citizens Blvd./Glen Ridge Dr.	Leesburg	TS	$3,040.00
11010.047	0.564	500	Perkins St.	Leesburg	TS	$3,040.00
11010.047	0.747	500	Lee St.	Leesburg	TS	$3,040.00
11010.047	0.957	500	3rd. St.	Leesburg	TS	$3,040.00
11010.047	1.165	500	Canal St.	Leesburg	TS	$3,040.00
11010.047	2.228	500	SR 44/Newell Hill Rd.	Leesburg	TS	$3,040.00
11040	2.451	25	Gunston St.	Leesburg	TS	$3,040.00
11040	2.862	25	SR 44 (Dixie Ave./South St.)	Leesburg	TS	$3,040.00
11040	3.028	25	Sumter St.	Leesburg	TS	$3,040.00
11040	3.242	25	Yellow Jacket Rd./Meadows Ave.	Leesburg	TS	$3,040.00
11040	3.443	25	Main St.	Leesburg	TS	$3,040.00
11040	3.702	25	Center St.	Leesburg	TS	$3,040.00
11040	3.957	25	Palm Plaza Shopping Center	Leesburg	TS	$3,040.00
11040	4.171	25	Citizens Blvd.	Leesburg	TS	$3,040.00
11040	4.472	25	SR 500/Hill St.	Leesburg	TS	$3,040.00
11040	4.622	25/500	CR 44A (Griffin Rd.)	Leesburg	TS	$3,040.00
11040	5.029	25/500	North Lake Plaza/Wal-Mart	Leesburg	TS	$3,040.00
11040	5.285	25/500	CR 466A (Picciola Rd.)	Leesburg	TS	$3,040.00
11040	5.806	25/500	CR 460 (East-West Connector)	Leesburg	TS	$3,040.00

* Amount paid shall be the Total Lump Sum minus any retainage or forfeiture.

Total Lump Sum*:	$98,040.00

I certify that the above traffic signals will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of:

$98,040.00

Maintaining Agency Date

Mayor - Elise A. Dennison

District Traffic Operations Engineer Date

ATTEST:

J. Andi Purvis - City Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

CONTRACT NO. **ARY24**
FINANCIAL PROJECT NO. **413019-38807**
F.E.I.D. NO. **F596000362027**
AMENDMENT NO. **1**

THIS AMENDMENT TO THE TRAFFIC SIGNAL AND MAINTENANCE AGREEMENT ("Amendment") is made and entered into on this _____ day of _____, 2016, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION ("Department"), an agency of the State of Florida, and the **CITY OF LEESBURG**, ("Maintaining Agency").

RECITALS

WHEREAS, the Department and the Maintaining Agency on **JULY 24, 2015** entered into a Traffic Signal Maintenance and Compensation Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

All the terms and conditions of the Agreement are superseded and replaced in their entirety by the terms and conditions contained in Attachment "1", Revised Terms and Conditions for the Traffic Signal Maintenance and Compensation Agreement, attached to and incorporated into this Amendment.

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment on the day, month and year set forth above.

CITY OF LEESBURG

_____, Florida
(Maintaining Agency)

By _____
(Authorized Signature)

Print/Type Name: _____

Title: _____

Attorney: _____ Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By _____
(Authorized Signature)

Print/Type Name: Alan E. Hyman, P.E.

Title: Director of Transportation Operations

Legal Review: _____

ATTACHMENT 1
REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

CONTRACT NO. **ARY24**
FINANCIAL PROJECT NO. **413019-38807**
F.E.I.D. NO. **F596000362027**

The following terms and conditions replace and supersede all the existing terms and conditions contained within the Traffic Signal and Maintenance Agreement:

A. The Department is authorized under Section 335.055, Florida Statutes, to enter into this Agreement.

B. The Maintaining Agency is authorized under **Statutory Authority** to enter into this Agreement and has authorized its undersigned representative to enter into and execute this Agreement on behalf of the Maintaining Agency.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement, the sufficiency of which is acknowledged, the parties mutually agree and covenant as follows:

1. The term "Traffic Signals and Devices" is defined as follows: all traffic signals, interconnected and monitored traffic signals ("IMTS") (defined as signals that are interconnected with telecommunications and are monitored at a central location), traffic signal systems (defined as central computer, cameras, message signs, communications devices, interconnect / network, vehicle, bicycle & pedestrian detection devices, traffic signal hardware and software, preemption devices, and uninterruptible power supplies ("UPS")), control devices (defined as intersection control beacons, traffic warning beacons, illuminated street name signs, pedestrian flashing beacons (i.e., school zone flashing beacons, pedestrian crossing beacons, and Rectangular Rapid Flashing Beacons)), blank-out signs, travel time detectors, emergency/fire department signals, speed activated warning displays, and other types of traffic signals and devices specifically identified within Exhibit A, which are located on the State Highway System within the jurisdictional boundaries of the Maintaining Agency.

   The Maintaining Agency shall be responsible for the maintenance and continuous operation of Traffic Signals and Devices ("Project"). The Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with operation of Traffic Signals and Devices upon completion of installation of each of the Traffic Signals and Devices.

2. The Department agrees to pay the Maintaining Agency an annual compensation amount based on the Department's fiscal year. The compensation amount consists of the cost of the maintenance and continuous operation of the Traffic Signals and Devices as identified in Exhibit A, which is attached and incorporated into this Agreement. Compensation will also be made for costs incurred for the repair and/or replacement of damaged Traffic Signals and Devices as identified in Exhibit C, attached and incorporated into this Agreement. Payments by the Department will be made in accordance with Exhibit B. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the Traffic Signals and Devices, and shall undertake the maintenance and continuous operation of these Traffic Signals and Devices upon final acceptance of the installation by the Department. Prior to any final acceptance of the installation by the Department, the Maintaining Agency will have the opportunity to inspect and request modifications or corrections to the installation(s) and the Department agrees to undertake those modifications or corrections prior to final acceptance so long as the modifications or corrections comply with the Agreement, signal plans, and specifications previously approved by both the Department and Maintaining Agency. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.

3. If Traffic Signals and Devices are damaged and the Maintaining Agency did not cause the damages, then the Department shall reimburse the Maintaining Agency for the actual costs incurred by the Maintaining Agency for repairs and/or replacement of Traffic Signals and Devices, once the following occurs:

   a. The Department has approved a properly completed invoice for reimbursement that was provided to the Department outlining the details of the requested reimbursements; and
   b. Evidence of the costs incurred were included as an attachment to the invoice.

   Exhibit C sets forth additional conditions that apply when the Maintaining Agency seeks to obtain reimbursement for costs incurred for repair and/or replacement of damaged Traffic Signals and Devices. Exhibit C also serves as a form invoice that can be used by the Maintaining Agency. The Maintaining Agency shall obtain written approval from the Department regarding the appropriate method of repair and/or replacement of damaged Traffic Signals and Devices prior to performing repair and/or replacement work. If there is an immediate risk to public safety due to damaged Traffic Signals and Devices and the Maintaining Agency is unable to immediately obtain the Department's written approval regarding the method of repair and/or replacement, then the Maintaining Agency shall immediately repair and/or replace the Traffic Signals and Devices. The Maintaining Agency shall notify the Department within thirty (30) calendar days of becoming aware of any damage to Traffic Signals and Devices caused by third parties. The Department shall be responsible for pursuing reimbursement from individuals and/or the third parties

who cause damages and are liable for replacement and/or repair costs to Traffic Signals and Devices. If the Maintaining Agency causes damages to the Traffic Signals and Devices, then the Maintaining Agency shall repair and/or replace the Traffic Signals and Devices, and the Maintaining Agency shall be fully responsible for the cost of repair and/or replacement to the extent the damages were caused by the Maintaining Agency.

4. The Maintaining Agency shall maintain and operate the Traffic Signals and Devices in a manner that will ensure safe and efficient movement of highway traffic and that is consistent with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended.

5. The Maintaining Agency's maintenance responsibilities include, but are not limited to, locates, preventive maintenance (periodic inspection, service, and routine repairs), restoration of services, and emergency maintenance (troubleshooting in the event of equipment malfunction, failure, or damage). Restoration of services may include temporary poles and/or signals, stop signs or other methods to maintain traffic. The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log, as they occur, and include this as part of the annual report, highlighting the time it took to restore the normal service and number of times such events occurred.

6. Neither the Maintaining Agency nor the Department shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by a Force Majeure Event and provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimated duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

   A "Force Majeure Event" means the occurrence of:
   (a) an act of war, hostilities, invasion, act of foreign enemies, riot, terrorism or civil disorder;
   (b) act of God (such as, but not limited to, fires, explosions, earthquakes, drought, hurricanes, storms, lightning, tornados, tidal waves, floods, extreme weather or environmental conditions, and other natural calamities);
   (c) or another event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence.

7. The Department intends to conduct a structural inspection of the mast arm structures every sixty (60) months. The inspection report will serve as ninety (90) days notification to the Maintaining Agency that deficiencies exist that require preventive maintenance. Preventive maintenance of the mast arm structures includes, but is not limited to, spot painting, cleaning, all wiring repair and replacement, graffiti removal, all signal related issues (including lighting, signs and connections), tightening of nuts, replacing missing or deficient bolts, replacement of missing cap covers or equivalent, replacement of missing or deficient access hole cover plates, repairing improper grounding, and repainting any painted mast arms installed after April 30, 2015. If the preventive maintenance is not carried out after the expiration of the 90-day notice given to the Maintaining Agency, the Department shall withhold 8.33% up to a maximum of 25% of the total annual compensation amount under this Agreement for the affected signal locations each month.

8. Any and all work performed by the Maintaining Agency must conform to the current Department Standard Specifications for Road and Bridge Construction as applicable. Mast arms that the Department determines to be at the end of their useful life cycle will be replaced by the Department so long as documented preventive maintenance was satisfactorily performed by the Maintaining Agency. In the case of a total paint failure, as determined by the Department, on a mast arm installed prior to April 30, 2015, the Department may repaint or replace with a galvanized mast arm. The aforementioned requirement does not apply to any mast arm that was installed under a separate mast arm paint finish agreement; in such case, the terms of that agreement shall govern.

9. The Maintaining Agency may remove any component of the installed equipment for repair or testing; however, it shall only make permanent modifications or equipment replacements and only if the equipment provided is capable of performing at minimum the same functions as the equipment being replaced. The Department shall not make any modifications or equipment replacements without prior written notice to and consultation with the Maintaining Agency.

10. The Maintaining Agency shall implement and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications, special provisions, Department re-timing projects, and the Department's Traffic Engineering Manual. The Maintaining Agency shall obtain prior written approval from the Department for any modification in phasing of signals and flash times (where applicable). Signal Systems timings (cycle length, split, offsets) are considered operational changes and may be changed by the Maintaining Agency to accommodate changing needs of traffic. The Maintaining Agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer registered in the State of Florida. The Maintaining Agency shall make available a copy of the timings to the Department upon request. The Department reserves the right to examine equipment, timing and phasing at any time and, after consultation with the Maintaining Agency, may specify modifications. If the Department specifies modification in timing or phasing, implementation of such modifications will be coordinated with, or made by, the Maintaining Agency. All signal timing and phasing records shall be retained by the Maintaining Agency for at least three (3) years, and will be made available to the Department upon request.

ATTACHMENT 1
REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

11. The Maintaining Agency shall note in the maintenance log any changes in timings and phasings, and keep a copy of the timings and phasings, and any approval documentation in a file. A copy of the log shall be provided to the Department upon request. Maintaining Agencies may provide this information electronically.

12. The Maintaining Agency and the Department shall update Exhibit A on an annual basis through an amendment of this Agreement. The Maintaining Agency designates _____ as its authorized representative(s), who is delegated the authority to execute any and all amendments to Exhibit A of this Agreement on behalf of the Maintaining Agency. Exhibit A contains a list of Traffic Signals and Devices that identifies their location and type. No changes or modifications may be made to Exhibit A during the Department's fiscal year for compensation. Traffic Signals and Devices added by the Department during its fiscal year must be maintained and operated by the Maintaining Agency upon the Department's final acceptance of installation of the new Traffic Signals and Devices. The Maintaining Agency and the Department shall amend Exhibit A prior to the start of each new fiscal year of the Department to reflect the addition or removal of Traffic Signals and Devices. The Maintaining Agency will begin receiving compensation for new Traffic Signals and Devices that were added to Exhibit A by amendment of this Agreement in the Department's fiscal year occurring after the Traffic Signals and Devices are installed and final acceptance of such installation is given by the Department. In the event that no change has been made to the previous year's Exhibit A, a certification from the Maintaining Agency shall be provided to the Department certifying that no change has been made to Exhibit A in the Department's previous fiscal year. The annual compensation will be a lump sum payment (***minus any retainage or forfeiture***) as set forth in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as set forth in Exhibit B, attached to and incorporated in this Agreement. Some of the Traffic Signals and Devices may not be listed in Exhibit A because the cost of operating and maintaining such devices is relatively small. The Department has factored in these costs and the compensation provided through this Agreement also covers the cost of operation and maintenance for Traffic Signals and Devices that are not listed in Exhibit A.

13. Payment will be made in accordance with Section 215.422, Florida Statutes.

14. There shall be no reimbursement for travel expenses under this Agreement.

15. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

16. The Maintaining Agency should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

17. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Maintaining Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Maintaining Agency requests payment. Invoices returned to a Maintaining Agency because of Maintaining Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

18. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors or vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

19. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Maintaining Agency's general accounting records and the Project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

20. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Maintaining Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

21. The Maintaining Agency must submit the final invoice on the Project to the Department within 120 days after termination of the Agreement. Invoices submitted after the 120-day time period may not be paid.

22. In the event this contract is for services in excess of $25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000.00 and which have a term for a period of more than 1 year."

23. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit B for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Maintaining Agency, in writing, when funds are available.

24. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

25. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

26. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Maintaining Agency.

27. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

28. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.

29. The Maintaining Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

30. The Maintaining Agency may be subject to inspections of Traffic Signals and Devices by the Department. Such findings will be shared with the Maintaining Agency and will be the basis of all decisions regarding payment reduction, reworking, Agreement termination, or renewal. If at any time the Maintaining Agency has not performed the maintenance responsibility on the locations specified in the Exhibit A, the Department has the option of (a) notifying the Maintaining Agency of the deficiency with a requirement that it be corrected within a specified time, otherwise the Department shall deduct payment, suspend funds, or terminate funds for any deficient maintenance of Traffic Signals and Devices that has not been corrected at the end of such time, or (b) take whatever action is deemed appropriate by the Department. Any deduction in payment, suspension of funds, or termination of funds does not relieve any obligation of the Maintaining Agency under the terms and conditions of this Agreement.

31. The Department shall monitor the performance of the Maintaining Agency in the fulfillment of its responsibilities under the Agreement. The Maintaining Agency shall submit an annual Report prior to June 30 of each year detailing the following:

    a. Critical Detection device malfunctions: Critical Detection devices include the detectors on side-streets and in left turn lanes on the main streets, and all pedestrian/bicycle detectors. Repairs to the side-street and main street left turn detectors shall be made within ninety (90) days and pedestrian detectors within seventy-two (72) hours of discovery. The Maintaining Agency shall ensure that 90% of all Critical Detection devices system wide are operating at all times. At any time the level drops below 90%, the Maintaining Agency shall notify the Department and correct the situation within a time frame determined in the sole discretion of the Department. Discovery and correction dates for Critical

b. Detection device malfunction shall be logged into the annual report. If the repairs cannot be performed within stipulated times, the agency shall document the reason(s) why in the annual report. When the 90% Critical Detection device requirement is (are) not met, a 10% retainage of the total annual compensation amount (as shown in Exhibit B) for the affected Critical Detection device location(s) each month will be withheld after the 90-day period.

c. Traffic signal preventive maintenance inspections: Traffic signals shall receive a comprehensive preventive maintenance inspection on at least 50% of all traffic signals annually, alternating the remaining 50% the following year. Preventive maintenance inspection shall include verification that all detection is working, the traffic signal is cycling properly, the ventilation system is functioning and filters are clean. Basic traffic cabinet maintenance shall also verify power feed voltages, verify that the vehicle and pedestrian indications are functioning properly, test the effective functioning of pedestrian push buttons, and check hinges and door locks. At least one (1) conflict monitor test shall be performed on 50% of traffic signals annually, alternating the remaining 50% the following year. Each test is to be documented and included in the annual report to the Department. The inspection report shall note the location, date of inspection, and any items noted. If 50% of the traffic signals do not receive at least one (1) comprehensive preventive maintenance inspection during a twelve (12) month period, there shall be a 20% retainage of the annual compensation amount for the affected traffic signal locations until the preventive maintenance inspection is made. If not performed within the state's fiscal year, the 20% retainage of the annual compensation amount for the affected traffic signal locations will be forfeited.

d. For any traffic signals that are interconnected with telecommunications and their real-time operation is electronically monitored via software by personnel at a central location and are therefore receiving the higher compensation amount as described in Exhibit B, the name(s) and title(s) of those monitoring those intersections, and the location of the central monitoring facility(ies), are to be documented and contained in the annual report submitted to the Department.

32. The Maintaining Agency may enter into agreements with other parties pertaining to Traffic Signals and Devices including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of Traffic Signals and Devices on the State Highway System, provided that such Agreements are consistent with the mutual covenants contained in this Agreement. The Maintaining Agency shall furnish a copy of such agreements to the Department.

33. This Agreement may not be assigned or transferred by the Maintaining Agency in whole or in part without prior written consent of the Department.

34. The Maintaining Agency shall allow public access to all documents, papers, letters, or other material subject to provisions of Chapter 119, Florida Statutes, and made or received by the Maintaining Agency in conjunction with this Agreement. Failure by the Maintaining Agency to grant such public access will be grounds for immediate unilateral cancellation of this Agreement.

35. At no additional cost to the Department, the Maintaining Agency shall provide the Department access to all traffic signal data available from the firmware of the traffic signal controllers and other devices covered under this Agreement. The Maintaining Agency shall include the Department as a party to all traffic signal firmware/software related agreements that the Maintaining Agency enters into with other parties.

36. This Agreement is governed by and construed in accordance with the laws of the State of Florida. The invalidity or unenforceability of any portion of this Agreement does not affect the remaining provisions and portions hereof. Any failure to enforce or election on the part of the Department to not enforce any provision of this Agreement does not constitute a waiver of any rights of the Department to enforce its remedies hereunder or at law or in equity.

37. In no event shall the making by the Department of any payment to the Maintaining Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Maintaining Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

38. The term of this Agreement is twenty (20) years from the date of execution of the Agreement; provided that either party may cancel this Agreement prior to the expiration of the term of this Agreement. A minimum notice period of two (2) years plus the remaining months of the Department's fiscal year shall be provided to the other party in writing. Should the Maintaining Agency provide its written notice of cancellation to the Department, the notice shall be endorsed by the elected body (County Commission, City Council, or local agency governing body) under which the Agency operates.

39. Any Project funds made available by the Department which are determined by the Department to have been expended in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Maintaining Agency files shall not constitute a waiver of the Department's rights and Department has the right to verify all information at a

ATTACHMENT 1
REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

later date by audit or investigation. Within thirty (30) days of the termination of this Agreement, the Maintaining Agency shall refund to the Department any balance of unobligated funds which were advanced or paid to the Maintaining Agency. In the event the Maintaining Agency fails to perform or honor the requirements and provisions this Agreement, the Maintaining Agency shall return funds in accordance with this paragraph within thirty (30) days of termination of the Agreement.

40. Upon execution, this Agreement cancels and supersedes any and all prior Traffic Signal Maintenance Agreement(s) between the parties, except any specific separate Agreements covering painted mast arm maintenance or any other aspect related to the painting of mast arms.

41. The Department reserves the right to remove select critical corridors or critical intersections from the Maintaining Agency's obligation under this Agreement. The remaining intersections and corridors would continue to be covered under this Agreement. The Department will provide a minimum of one year notice prior to take-over of maintenance of critical corridors or critical intersections.

42. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

43. The Department agrees that the Maintaining Agency must comply with State law regarding appropriations and budgets. This Agreement shall not be interpreted to conflict with State law applicable to the Maintaining Agency.

44. The Maintaining Agency shall:
    a. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Maintaining Agency during the term of the Agreement; and
    b. expressly require any contractors and subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.

45. Unless authorized by law and agreed to in writing by the Department, the Department will not be liable to pay attorney fees, interest, or cost of collection.

46. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

47. Exhibits A, B, and C are attached and incorporated into this Agreement.

48. This Agreement contains all the terms and conditions agreed upon by the parties.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTACHMENT 1
REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

Reimbursement for Maintenance and Operation

Exhibit A										
Compensation for Maintaining Traffic Signals and Devices for FY _____										
Effective Date: from _____ **to**										
Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detector	Uninterruptible Power Supplies (UPS)	Compensation Amount (using Unit Rates from Exhibit B)
SEE ATTACHED EXHIBIT A										
								Total Lump Sum Amount*		

*Amount paid shall be the Total Lump Sum (***minus any retainage or forfeiture***).

I certify that the above Traffic Signals and Devices will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of $_____.

_____ Maintaining Agency Date

_____ District Traffic Operations Engineer Date

State of Florida Department of Transportation

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

EXHIBIT A

Compensation for Maintaining Traffic Signals and all other Devices for FY 16/17

Effective Date: July 1, 2016 To: June 30, 2017

Maintaining Agency: City of Leesburg

Section	MP	SR No.	Intersection	Agency	Conf.	fy 16/17
11002	1.539	44	Lone Oak Dr./Oak Park Middle School	Leesburg	TS	$3,131.00
11002	2.555	44	Park Dr./12th St.	Leesburg	TS	$3,131.00
11002	2.860	44	9th Street	Leesburg	TS	$3,131.00
11002	3.198	44	Canal St.	Leesburg	TS	$3,131.00
11002	3.617	44	Lake St.	Leesburg	TS	$3,131.00
11002	3.982	44	Lakeport Blvd	Leesburg	ICB	$783.00
11002	4.402	44	Dixie Ave./Main St.	Leesburg	IMTS	$4,500.00
11010	2.365	44	CR 468/Main St.	Leesburg	TS	$3,131.00
11010	7.878	44/500	CR 44 / Sleepy Hollow Rd	Leesburg	IMTS	$4,500.00
11010	10.018	500	Lake Sumter Comm. College Dr.	Leesburg	IMTS	$4,500.00
11010	10.817	500	Radio Rd.	Leesburg	IMTS	$4,500.00
11010	10.960	500	Lake Square Mall	Leesburg	IMTS	$4,500.00
11010	11.252	500	Lakes Blvd.(Lake Village Shop Ctr.)	Leesburg	IMTS	$4,500.00
11010	11.699	500	CR 473/Blue Gill Dr.	Leesburg	IMTS	$4,500.00
11010.047	0.336	500	Citizens Blvd./Glen Ridge Dr.	Leesburg	IMTS	$4,500.00
11010.047	0.564	500	Perkins St.	Leesburg	IMTS	$4,500.00
11010.047	0.747	500	Lee St.	Leesburg	TS	$3,131.00
11010.047	0.957	500	3rd. St.	Leesburg	TS	$3,131.00
11010.047	1.165	500	Canal St.	Leesburg	TS	$3,131.00
11010.047	2.228	500	SR 44/Newell Hill Rd.	Leesburg	TS	$3,131.00
11040	2.451	25	Gunston St.	Leesburg	TS	$3,131.00
11040	2.862	25	SR 44 (Dixie Ave./South St.)	Leesburg	IMTS	$4,500.00
11040	3.028	25	Sumter St.	Leesburg	TS	$3,131.00
11040	3.242	25	Yellow Jacket Rd./Meadows Ave.	Leesburg	TS	$3,131.00
11040	3.443	25	Main St.	Leesburg	TS	$3,131.00
11040	3.702	25	Center St.	Leesburg	TS	$3,131.00
11040	3.957	25	Palm Plaza Shopping Center	Leesburg	TS	$3,131.00
11040	4.171	25	Citizens Blvd.	Leesburg	TS	$3,131.00
11040	4.472	25	SR 500/Hill St. (US 27 Connector)	Leesburg	IMTS	$4,500.00
11040	4.622	25/500	CR 44A (Griffin Rd.)	Leesburg	IMTS	$4,500.00
11040	5.029	25/500	North Lake Plaza/Wal-Mart	Leesburg	IMTS	$4,500.00
11040	5.285	25/500	CR 466A (Picciola Rd.)	Leesburg	IMTS	$4,500.00
11040	5.806	25/500	CR 460/MLK (East-West Connector)	Leesburg	IMTS	$4,500.00

* Amount paid shall be the Total Lump Sum ***(minus any retainage or forfeiture).***

Total Lump Sum*:	$121,510.00

I certify that the above Traffic Signals and Devices will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of:

$121,510.00

Maintaining Agency Date

District Traffic Operations Engineer Date

ATTACHMENT 1
REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

EXHIBIT B
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the Maintaining Agency for the services described in this Agreement and in Exhibit A and method by which payments will be made.

2.0 COMPENSATION FOR MAINTENANCE AND OPERATION

For the satisfactory completion of all services related to maintenance and operation detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum (***minus any retainage or forfeiture***) in Exhibit A. The Maintaining Agency will receive one lump sum payment (***minus any retainage or forfeiture***) at the end of each fiscal year for satisfactory completion of service.

Beginning in the fiscal year 2016-17, for traffic signals that are not interconnected with telecommunications and are not monitored at a central location, the compensation amount shall be $3,131. The compensation amount for traffic signals that are interconnected with telecommunications and are monitored at a central location shall be $4,500 per signal location. These differential compensation amounts shall be in effect beginning July 1, 2016. The Table below shows the compensation amount for the various devices for fiscal years 2015-16 and 2016-17, and beyond.

Total Lump Sum (***minus any retainage or forfeiture***) Amount for each fiscal year is calculated by adding all of the individual intersection amounts.
Pedestrian Flashing Beacon: includes school zone beacons, pedestrian crossing beacons, and rectangular rapid flashing beacons (RRFB). School zones, crosswalks and warning sign locations shall be paid at a unit rate regardless of the number of individual beacons or poles.

Unit Compensation Rates per Intersection on the State Highway System

FY	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detector	Uninterruptible Power Supplies (UPS)
2014-15*	$ 2,951		$738	$295	$738	$148	$148		
2015-16	3,040		760	608	1,064	304	304		
2016-17	3,131	4,500	783	626	1,096	313	313	100	100
2017-18	Based on the Consumer Price Index (CPI), the 2016-17 compensation amounts will be revised upwards.								
2018-19	Based on the CPI, the 2017-18 compensation amounts will be revised upwards.								
2019-20	Based on the CPI, the 2018-19 compensation amounts will be revised upwards.								

*Compensation pro-rata based on intersection approaches or legs on State Highway System.

Based on the Consumer Price Index (CPI), the Unit Rate for the following fiscal year will be adjusted accordingly, unless otherwise specified in an amendment to this Agreement. However, if CPI is negative, there shall be no reduction from the previous year's compensation.

3.0 COMPENSATION FOR REPAIR AND/OR REPLACEMENT OF DAMAGED TRAFFIC SIGNALS AND DEVICES

For the satisfactory completion of all services related to repair and/or replacement of damaged Traffic Signals and Devices detailed in this Agreement, the Department will pay the Maintaining Agency a Lump Sum amount of the actual costs incurred for the replacement and/or repair of the damaged Traffic Signals and Devices as set forth in the invoice submitted to the Department. The invoice for the costs incurred for the replacement and/or repair of

damaged Traffic Signals and Devices shall contain the information required in Exhibit C and any other additional information requested by the Department to justify the costs incurred. The reimbursement amount is subject to approval by the Department.

4.0 PAYMENT PROCESSING

For regular maintenance costs, the Maintaining Agency shall invoice the Department in a format acceptable to the Department, on an annual basis for the reimbursement costs incurred by the Maintaining Agency for the previous year prior to June 30th of each year. For example, the Maintaining Agency shall submit its invoice for the previous year beginning July 1, 2015 through June 30, 2016 no later than June 30, 2016.

For costs incurred for repair and/or replacement of damaged Traffic Signals and Devices, applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The Maintaining Agency shall submit invoices for repair and/or replacement costs due to damaged Traffic Signals and Devices at least on an annual basis but the Maintaining Agency may also submit such invoices to the Department on a quarterly basis.

ATTACHMENT 1
REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

EXHIBIT C
Reimbursement for Replacement and/or Repair of Damaged Traffic Signals and Devices

The Department will reimburse the Maintaining Agency a Lump Sum amount for costs incurred for the replacement and/or repair of Traffic Signals and Devices damaged as a result of third parties or as a result of other causes that were not caused by the Maintaining Agency.

The Maintaining Agency is not required to provide a police report in situations where damage is caused to Traffic Signals and Devices by a Force Majeure Event or as a result of other causes beyond the control of the Maintaining Agency that do not necessarily prevent performance, which includes but is not limited to: storms, winds, lightning, flooding and other natural and weather related causes. The Maintaining Agency must provide a police report in all situations where a traffic accident, theft, or vandalism causes damage to Traffic Signals and Devices to the extent the Maintaining Agency has the ability and opportunity to obtain a police report.
Applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The following information shall be provided by the Maintaining Agency to be eligible for the reimbursement payment:

Date and Time of Accident/Incident:	
Location of Accident/Incident:	
Provide Police Report (if applicable) and the Following Information: 1. Attach pictures of damaged traffic signals and devices. 2. Attach invoices or receipt of equipment purchased to replace damaged components. 3. Attach detailed documentation of labor costs associated with replacing and/or repairing damaged components, including dates of performance and completion of the work.	
Contract No.:_____ Project No.:_____	
Total Lump Sum Reimbursement Amount	**$**

The Maintaining Agency hereby certifies that it has replaced and repaired all the Traffic Signals and Devices at the location or signalized intersection referenced above. Henceforth, this document is the Maintaining Agency's request for reimbursement to the Department for the services of restoring the Traffic Signals and Devices to their original operating condition.

The Parties agree to the Total Lump Sum Reimbursement Amount set forth above.

_____
Maintaining Agency Date

_____
District Traffic Operations Engineer Date

AGENDA MEMORANDUM

Item No: 5.C.8.

Meeting Date: September 26, 2016

From: Travis Rima, Recreation Director

Subject: Resolution authorizing approval of a Profit Sharing Agreement with Heli Aviation during the Wings & Wildflowers Event at Venetian Gardens.

Staff Recommendation:
Staff recommends approval of the resolution authorizing execution of the Profit Sharing Agreement with Heli Aviation for the period of October 14-16, 2016; and further approve the revenue received to be restricted to use by the City's Recreation Department.

Analysis:
Heli Aviation will be a vendor at the Wings & Wildflower Event October 14-16, 2016. If approved they will use the outfield of Pat Thomas Stadium to provide helicopter rides to the public. This agreement creates a profit sharing arrangement where the City will receive 25% of ticket revenue (less expenses).

The City Attorney has revised the Agreement provided by Heli Aviation and the revised and approved Agreement is attached.

Options:
1. Approve the resolution authorizing execution of the Agreement with Heli Aviation; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:
The City will receive an unknown amount of revenue from this Agreement to be used for recreation programs.

Submission Date and Time:__9/22/2016 1:30 PM____

Department: _Recreation Department___ **Prepared by: _Mike Thornton____** **Attachments: Yes__X__ No _____** **Advertised:_____Not Required __X____** **Dates:_____** **Attorney Review : Yes___ No ____** **Revised 6/10/04**	**Reviewed by: Dept. Head _____** **Finance Dept. _____** **Deputy C.M. _____** **Submitted by:** **City Manager _____**	**Account No. _____** **Project No. _____** **WF No. _____** **Budget _____** **Available _____**

RESOLUTION NO._____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA APPROVING A PROFIT SHARING AGREEMENT WITH HELI AVIATION DURING THE WINGS & WILDFLOWERS EVENT 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 authorized to execute a Profit Sharing Agreement with Heli Aviation whose address is 8191 North Tamiami Trl, Hangar B1, Sarasota, FL 34243 to provide profit sharing from tickets sold for helicopter rides during the Fifth Annual Wings and Wildflowers Festival.

THAT revenue received from the Profit Sharing Agreement shall be assigned for use by the Recreation Department to supplement City recreation programs.

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 26th day of September 2016.

_____
Mayor

ATTEST:

_____
City Clerk

PROFIT SHARING AGREEMENT

This Profit Sharing Agreement (hereinafter "Agreement") is dated for reference, September 26, 2016, and executed by Heli Aviation Florida, LLC, a Florida limited liability company, 8191 N. Tamiami Trail, Hangar B1, Sarasota, FL 34243 (hereinafter "Heli Aviation"); and The City of Leesburg, a Political Subdivision of the State of Florida, , 501 W Meadow Street, Leesburg, FL 34748 (hereinafter "City of Leesburg").

RECITALS

WHEREAS, Heli Aviation and the City of Leesburg would like to work together collaboratively on a public event that is known as the "Fifth Annual Wings and Wildflowers Festival."

WHEREAS, subject to the terms of this Agreement, Heli Aviation shall be permitted to solicit the sale of helicopter rides to the visiting public during this event, at the location set forth within this Agreement.

1. AUTHORIZED AGENT OF THE PARTIES

For purposes of establishing this Agreement as binding, the representing agents for each respective party will be designated as the following: Heli Aviation shall be represented by Niclas Herle, as the CEO. The City of Leesburg, shall be represented by Al Minner, City Manager of the City of Leesburg. All terms set forth within this agreement shall only be subject to modification, by the aforementioned individuals, and subject to the allowable terms of modification, set forth within this agreement.

2. NO MODIFICATION UNLESS IN WRITING

No modification of this Agreement shall be valid unless in writing and agreed upon by both Parties and approved by the City Commission of the City of Leesburg.

3. ENTIRE AGREEMENT

This Agreement represents the full understanding of the Parties and shall supersede all previous oral or written agreements regarding the subject matter herein.

4. LOCATION & TIME

The Fifth Annual Wings and Wildflowers Festival is scheduled to be held at the ”Venetian Gardens” located at 109 E. Dixie Ave, in Leesburg Florida, from October 14-16, 2016. The location that Heli Aviation will be conducting helicopter rides from, is the “Pat Thomas Stadium” located at 250 Ball Park Road, Leesburg, FL 34748.

4. PROFIT SHARE

In consideration for the duties performed hereunder, the City of Leesburg shall be entitled to 25 percent of the **NET PROFITS** earned for sales of the helicopter rides, which are a direct result of Heli Aviation's effort. The net profit compensation to the City of Leesburg, shall satisfy any and all “exhibitor fees” normally collected from vendors participating in the event, as it pertains to Heli Aviation. "Net Profits" are deemed to be calculated by the aggregate sale price of all services sold. less any expenses by Heli Aviation paid in furtherance of the sale and the cost of services sold, and operating expenses. The expenses incurred by Heli Aviation include, but are not limited to:

i. Operating cost of the helicopter during the event, and ferry flights to and from the event. Fuel expense is a variable expense associated with operating an aircraft, and shall be subject to change at all times.

ii. Cost of pilot and crewmembers necessary to accommodate the aircraft and public event.

iii. Cost of helicopter rides provided to members of the media, for which no sale price is paid for the helicopter ride that is received.

5. SALES EXCLUDED FROM PROFIT SHARING AGREEMENT

Heli Aviation shall be permitted to sell merchandise, and services (for a future date outside the dates outlined within this agreement.) The sale of such merchandise and future services shall NOT be included within the calculation of net profits, and shall not be subject to the percentile profit sharing agreement, outlined within this agreements terms.

7. INDEPENDENT CONTRACTOR

The Parties agree that the Parties shall be considered independent contractors and not agents or employees of the other Party. Neither Party shall have authority to make any statements, representations nor commitments of any kind, nor to take any action which shall be binding on the other Party, except as be expressly provided for herein or authorized in writing.

8. APPLICABLE LAW

This Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of Florida, and venue for any action or proceeding arising out of this Agreement or the activities contemplated by this Agreement shall be in Lake County, Florida.

9. INDEMNITY.

Heli Aviation shall indemnify the City of Leesburg, and hold it harmless, against any and all liability, claims or causes of action whatsoever, arising out of or related in any way to the activities of Heli Aviation under this Agreement, and against all reasonable attorneys’ fees and court costs incurred by the City of Leesburg in connection with any such claim or cause of action, whether or not suit is filed. Heli Aviation shall furnish the City of Leesburg with proof of liability

insurance coverage for the activities of Heli Aviation at this event, having coverage limits for death or injury of at least $1,000,000.00 per person, $3,000,000.00 per incident, and $250, 000 for property damage, containing a waiver of subrogation in favor of the City of Leesburg.

IN WITNESS WHEREOF, each of the Parties has executed this Profit Sharing Agreement, both Parties by its duly authorized officer, as of the day and year set forth below.

THE CITY OF LEESBURG, FLORIDA

BY: _____
JAY HURLEY, Mayor

Attest: _____
ANDI PURVIS, City Clerk

DATE: September _____ , 2016

APPROVED AS TO FORM AND CONTENT:

_____
CITY ATTORNEY

HELI AVIATION FLORIDA, LLC

DATE: September _____ , 2016

BY: _____
NICLAS HERLE, Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA FINALLY ADOPTING 4.2678 MILLS AS THE FISCAL YEAR 2016-17 MILLAGE RATE FOR THE CITY OF LEESBURG, FLORIDA, REPRESENTING THE CURRENT YEAR PROPOSED AGGREGATE MILLAGE RATE OF 4.2678 MILLS WHICH IS 0.81% MORE THAN THE CURRENT YEAR ROLLED BACK RATE OF 4.2334; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, discussions were held during the regular commission meeting of July 25, 2016 regarding the adoption of 4.2678 mills which is the same millage rate as the previous fiscal year.

WHEREAS, the Commission approved the Millage Rate of 4.2678 mills and authorized the City Manager to execute and submit the Certificate of Taxable Value for Fiscal Year 2016-17 to the Lake County Property Appraiser at its regular meeting Monday, July 25, 2016, and

WHEREAS, a tentative budget for Fiscal Year 2016-17 was presented to the City Commission of the City of Leesburg, Florida during workshops held July 14th, 26th, and 28th, 2016, and

WHEREAS, following a review of the tentative budget as submitted, the City of Leesburg, Florida, determined that a millage rate of 4.2678 mills is necessary to produce the budgetary revenue to fund budgetary operating expenditures during Fiscal Year 2016-17, and

WHEREAS, a Fiscal Year 2016-17 millage rate of 4.2678 mills represents the Current Year Proposed Aggregate Millage Rate

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Leesburg, Florida, that the tentative millage rate for the City of Leesburg, Florida, is hereby adopted at the rate of 4.2678 mills ($4.2678 per every $1,000 of taxable valuation) for the 2016 tax roll, which is the same millage rate as the prior year.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 26th day of September, 2016.

_____
Mayor

ATTEST:

_____
City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ADOPTING THE FISCAL YEAR 2016-17 BUDGET FOR THE CITY OF LEESBURG, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Commission of the City of Leesburg, Florida, has held several budget work sessions for the purpose of reviewing, and, where appropriate, revising the Fiscal Year 2016-17 Budget, and

WHEREAS, the provisions of Section 200.065 (2)(c), Florida Statutes, commonly known as the Truth in Millage or TRIM Bill, require that the City Commission hold a public hearing and adopt a tentative budget and millage rate for the Fiscal Year 2016-17; and,

WHEREAS, the City Commission has tentatively adopted a budget which they feel is in the best interests of the citizens of the City of Leesburg, and desires by means of this resolution to finally adopt said budget for Fiscal Year 2016-17;

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

SECTION I.

Pursuant to Section 200.065, Florida Statues, and all other applicable laws, the following amounts for use by the various funds during Fiscal Year 2016-17 as reflected below, including all modifications or amendments made during this meeting, are hereby adopted as the budget for Fiscal Year 2016-17 for the City of Leesburg, Florida:

GENERAL FUND

ESTIMATED REVENUES AND OTHER RECEIPTS	
Current Ad Valorem Taxes	
(Based on an assessed value of $1,183,332,303*4.2678 Mills*95% less CRA's)	4,538,806
Other Taxes	4,506,797
Licenses and Permits	1,244,000
Intergovernmental Revenue	2,412,009
Charges for Services	682,291
Fines and Forfeits	114,000
Miscellaneous Revenues	624,091
Total Estimated Revenues	14,121,994
Other Financing Sources:	
Transfers from other Funds	9,365,809
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	23,487,803
PROPOSED APPROPRIATIONS	
General Government	3,816,899
Public Safety	13,374,934
Physical Environment	109,593
Transportation	1,555,145
Economic Environment	268,872
Human Services	5,000
Culture/Recreation	3,202,168
Other Uses	207,421
Non Expenditures:	
Transfers to other Funds	947,771
TOTAL PROPOSED APPROPRIATIONS	23,487,803

HOUSING ASSISTANCE FUND

Miscellaneous Revenues	121,800
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	121,800
PROPOSED APPROPRIATIONS	
Economic Environment	121,800
TOTAL PROPOSED APPROPRIATIONS	121,800

STORMWATER FUND

ESTIMATED REVENUES AND OTHER RECEIPTS	
Charges for Services	1,468,228
Total Estimated Revenues	1,468,228
Other Financing Sources:	
Fund Balance Appropriated- Renewal & Replacement	650,000
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	2,118,228
PROPOSED APPROPRIATIONS	
Physical Environment	2,118,228
TOTAL PROPOSED APPROPRIATIONS	2,118,228

GREATER LEESBURG COMMUNITY REDEVELOPMENT AGENCY

ESTIMATED REVENUES AND OTHER RECEIPTS	
Current Ad Valorem Taxes	129,586
(Based on an assessed value of $31,961,858*4.2678 Mills*95%)	
Intergovernmental Revenue	184,752
Miscellaneous Revenues	3,000
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	317,338
PROPOSED APPROPRIATIONS	
Economic Environment	208,119
Non Expenditures:	
Debt Service	102,934
Reserve for Future Use	6,285
TOTAL PROPOSED APPROPRIATIONS	317,338

CARVER HEIGHTS COMMUNITY REDEVELOPMENT AGENCY

ESTIMATED REVENUES AND OTHER RECEIPTS	
Current Ad Valorem Taxes	84,309
(Based on an assessed value of $20,794,367*4.2678 Mills*95%)	
Intergovernmental Revenue	119,595
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	203,904
PROPOSED APPROPRIATIONS	
Economic Environment	54,746
Non Expenditures:	
Debt Service	45,500
Reserve for Future Use	103,658
TOTAL PROPOSED APPROPRIATIONS	203,904

US HWY 441/27 COMMUNITY REDEVELOPMENT AGENCY

ESTIMATED REVENUES AND OTHER RECEIPTS	
Current Ad Valorem Taxes	45,013
(Based on an assessed value of $11,102,176*4.2678 Mills*95%)	
Intergovernmental Revenue	65,276
Other Financing Sources:	
Fund Balance Appropriated- Bond Proceeds	598,742
Fund Balance Appropriated	244,864
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	953,895
PROPOSED APPROPRIATIONS	
Economic Environment	52,626
Non Expenditures:	
Debt Service	901,269
TOTAL PROPOSED APPROPRIATIONS	953,895

DEBT SERVICE FUND

ESTIMATED REVENUES AND OTHER RECEIPTS	
Other Financing Sources:	
Transfers from other Funds	2,532,209
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	2,532,209
PROPOSED APPROPRIATIONS	
Non Expenditures:	
Debt Service	2,532,209
TOTAL PROPOSED APPROPRIATIONS	2,532,209

CAPITAL PROJECTS FUND

ESTIMATED REVENUES AND OTHER RECEIPTS	
Other Financing Sources:	
Transfers from other Funds	1,727,000
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	1,727,000
PROPOSED APPROPRIATIONS	
General Government	682,000
Transportation	1,020,000
Culture/Recreation	25,000
Non Expenditures:	
TOTAL PROPOSED APPROPRIATIONS	1,727,000

ELECTRIC FUND

ESTIMATED REVENUES AND OTHER RECEIPTS	
Intergovernmental Revenue	800,000
Charges for Services	59,835,066
Miscellaneous Revenues	606,000
Other Sources	300,000
Total Estimated Revenues:	61,541,066
Other Financing Sources:	
Fund Balance Appropriated- Renewal & Replacement	2,100,000
Fund Balance Appropriated- Duke Settlement	3,569,000
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	67,210,066
PROPOSED APPROPRIATIONS	
Physical Environment	58,866,716
Non Expenditures:	
Transfers to other Funds	5,630,917
Debt Service	2,712,433
TOTAL PROPOSED APPROPRIATIONS	67,210,066

GAS FUND

ESTIMATED REVENUES AND OTHER RECEIPTS	
Charges for Services	6,780,023
Miscellaneous Revenues	50,000
Other Sources	116,292
Total Estimated Revenues:	6,946,315
Other Financing Sources:	
Fund Balance Appropriated- Magnolia Townhomes Reserve	976,320
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	7,922,635
PROPOSED APPROPRIATIONS	
Physical Environment	4,902,036
Non Expenditures:	
Transfers to other Funds	2,213,396
Debt Service	322,585
Reserves- Contributions to Retained Earnings	484,618
TOTAL PROPOSED APPROPRIATIONS	7,922,635

WATER FUND

ESTIMATED REVENUES AND OTHER RECEIPTS	
Charges for Services	6,854,215
Miscellaneous Revenues	47,000
Other Sources	50,000
Total Estimated Revenues:	6,951,215
Other Financing Sources:	
Fund Balance Appropriated	1,293,172
Fund Balance Appropriated- Renewal & Replacement	782,500
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	9,026,887
PROPOSED APPROPRIATIONS	
Physical Environment	6,780,176
Non Expenditures:	
Transfers to other Funds	911,835
Debt Service	1,334,876
TOTAL PROPOSED APPROPRIATIONS	9,026,887

WASTEWATER FUND

ESTIMATED REVENUES AND OTHER RECEIPTS	
Charges for Services	9,755,236
Total Estimated Revenues	9,755,236
Other Financing Sources:	
Fund Balance Appropriated- Renewal & Replacement	1,144,122
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	10,899,358
PROPOSED APPROPRIATIONS	
Physical Environment	8,364,995
Non Expenditures:	
Transfers to other Funds	869,672
Debt Service	1,394,721
Reserves- Contributions to Retained Earnings	269,970
TOTAL PROPOSED APPROPRIATIONS	10,899,358

COMMUNICATIONS FUND

ESTIMATED REVENUES AND OTHER RECEIPTS	
Charges for Services	2,044,288
Miscellaneous Revenues	145,327
Total Estimated Revenues	2,189,615
Other Financing Sources:	
Fund Balance Appropriated- Renewal & Replacement	68,500
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	2,258,115
PROPOSED APPROPRIATIONS	
Physical Environment	2,036,198
Non Expenditures:	
Debt Service	121,917
Transfers to other Funds	100,000
TOTAL PROPOSED APPROPRIATIONS	2,258,115

SOLID WASTE FUND

ESTIMATED REVENUES AND OTHER RECEIPTS	
Charges for Services	3,819,659
Miscellaneous Revenues	5,800
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	3,825,459
PROPOSED APPROPRIATIONS	
Physical Environment	2,988,434
Non Expenditures:	
Reserves- Contributions to Retained Earnings	467,476
Transfers to other Funds	369,549
TOTAL PROPOSED APPROPRIATIONS	3,825,459

AIRPORT FUND

ESTIMATED REVENUES AND OTHER RECEIPTS	
Licenses and Permits	7,500
Intergovernmental Revenue	359,262
Charges for Services	187,438
Miscellaneous Revenues	982,162
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	1,536,362
PROPOSED APPROPRIATIONS	
Transportation	1,237,880
Non Expenditures:	
Reserves- Contributions to Retained Earnings	298,482
TOTAL PROPOSED APPROPRIATIONS	1,536,362

POLICE PENSION FUND

ESTIMATED REVENUES AND OTHER RECEIPTS	
Other Taxes	168,105
Miscellaneous Revenues	1,195,327
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	1,363,432
PROPOSED APPROPRIATIONS	
General Government	952,000
Non Expenditures:	
Reserves- Contributions to Fund Balance	411,432
TOTAL PROPOSED APPROPRIATIONS	1,363,432

FIRE PENSION FUND

ESTIMATED REVENUES AND OTHER RECEIPTS	
Other Taxes	110,449
Miscellaneous Revenues	1,178,042
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	1,288,491
PROPOSED APPROPRIATIONS	
General Government	929,000
Non Expenditures:	
Reserves- Contributions to Fund Balance	359,491
TOTAL PROPOSED APPROPRIATIONS	1,288,491

GENERAL EMPLOYEE'S PENSION FUND

ESTIMATED REVENUES AND OTHER RECEIPTS	
Miscellaneous Revenues	2,875,000
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	2,875,000
PROPOSED APPROPRIATIONS	
General Government	2,875,000
TOTAL PROPOSED APPROPRIATIONS	2,875,000

HEALTH INSURANCE FUND

ESTIMATED REVENUES AND OTHER RECEIPTS	
Charges for Services	5,331,998
Miscellaneous Revenues	96,000
Other Financing Sources:	
Fund Balance Appropriated	289,591
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	5,717,589
PROPOSED APPROPRIATIONS	
General Government	5,717,589
TOTAL PROPOSED APPROPRIATIONS	5,717,589

WORKERS' COMPENSATION FUND

ESTIMATED REVENUES AND OTHER RECEIPTS	
Charges for Services	545,766
Other Financing Sources:	
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	545,766
PROPOSED APPROPRIATIONS	
General Government	545,766
TOTAL PROPOSED APPROPRIATIONS	545,766

RISK MANAGEMENT FUND

ESTIMATED REVENUES AND OTHER RECEIPTS	
Charges for Services	648,643
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	648,643
PROPOSED APPROPRIATIONS	
General Government	648,643
TOTAL PROPOSED APPROPRIATIONS	648,643

FLEET SERVICES FUND

ESTIMATED REVENUES AND OTHER RECEIPTS	
Charges for Services	2,444,371
Other Financing Sources:	
Fund Balance Appropriated	1,072,499
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	3,516,870
PROPOSED APPROPRIATIONS	
General Government	3,516,870
TOTAL PROPOSED APPROPRIATIONS	3,516,870

DISCRETIONARY SALES TAX FUND

ESTIMATED REVENUES AND OTHER RECEIPTS	
Other Taxes	2,071,204
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	2,071,204
PROPOSED APPROPRIATIONS	
Non Expenditures:	
Transfers to other Funds	2,071,204
TOTAL PROPOSED APPROPRIATIONS	2,071,204

GAS TAX FUND

ESTIMATED REVENUES AND OTHER RECEIPTS	
Other Taxes	697,911
Intergovernmental Revenue	191,096
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	889,007
PROPOSED APPROPRIATIONS	
Non Expenditures:	
Transfers to other Funds	889,007
TOTAL PROPOSED APPROPRIATIONS	889,007

BUILDING PERMITS FUND

ESTIMATED REVENUES AND OTHER RECEIPTS	
Licenses and Permits	822,471
Miscellaneous Revenues	1,500
Other Sources	9,600
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	833,571
PROPOSED APPROPRIATIONS	
Public Safety	645,666
Non Expenditures:	
Reserves- Contributions to Fund Balance	187,905
TOTAL PROPOSED APPROPRIATIONS	833,571

POLICE EDUCATION RECEIPTS FUND

ESTIMATED REVENUES AND OTHER RECEIPTS	
Other Financing Sources:	
Fund Balance Appropriated	12,000
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	12,000
PROPOSED APPROPRIATIONS	
Public Safety	12,000
TOTAL PROPOSED APPROPRIATIONS	12,000

RECREATION IMPACT FEES FUND

ESTIMATED REVENUES AND OTHER RECEIPTS	
Other Financing Sources:	
Fund Balance Appropriated	25,000
TOTAL ESTIMATED REVENUE AND OTHER RECEIPTS	25,000
PROPOSED APPROPRIATIONS	
Non Expenditures:	
Transfers to other Funds	25,000
TOTAL PROPOSED APPROPRIATIONS	25,000

ALL FUNDS

ESTIMATED REVENUES AND OTHER RECEIPTS	
Ad Valorem Taxes	4,797,714
Other Taxes	7,554,466
Licenses and Permits	2,073,971
Intergovernmental Revenue	4,131,990
Charges for Services	100,397,222
Fines and Forfeits	114,000
Miscellaneous Revenues	7,931,049
Other Sources	475,892
Total Estimated Revenues	127,476,304
Other Financing Sources:	
Transfers from other Funds	13,625,018
Fund Balance Appropriated- Renewal & Replacement	4,745,122
Fund Balance Appropriated- Bond Proceeds	598,742
Fund Balance Appropriated- Magnolia Townhomes Reserve	976,320
Fund Balance Appropriated- Duke Settlement	3,569,000
Fund Balance Appropriated	2,937,126
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	153,927,632

ALL FUNDS (cont.)

PROPOSED APPROPRIATIONS	
General Government	19,683,767
Public Safety	14,032,600
Physical Environment	86,166,376
Transportation	3,813,025
Economic Environment	706,163
Human Services	5,000
Culture/Recreation	3,227,168
Other Uses	207,421
Non Expenditures:	
Transfers to other Funds	14,028,351
Debt Service	9,468,444
Reserve for Future Use	109,943
Reserves- Contributions to Fund Balance	958,828
Reserves- Contributions to Retained Earnings	1,520,546
TOTAL PROPOSED APPROPRIATIONS	153,927,632

SECTION II.

This resolution shall become effective October 1, 2016.

PASSED AND ADOPTED at a regular meeting of the City Commission of the City of Leesburg, Florida held the 26th day of September 2016.

_____
Mayor

ATTEST:

_____
City Clerk

AGENDA MEMORANDUM

Item No: 6B.

Meeting Date: September 26, 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: 9/22/2016 1:30 PM

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

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. HIGHWATY 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 26th day of September, 2016.

THE CITY OF LEESBURG

By: _____
Mayor Jay Hurley

ATTEST:

_____
J. Andi Purvis, City Clerk

(Previously 009-1-020808 Exhibit A
066-5-101002 and 005-1-010605)

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 Palatlakaha 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. <u>STORMWATER MANAGEMENT / UTILITIES</u>

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

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

B. A stormwater management system designed and permitted to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.

C. A responsible legal entity 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. <u>UTILITIES</u>

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. <u>ADDITIONAL STORMWATER CONDITIONS</u>

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 Palatlakaha River; ALSO LESS AND EXCEPT that part of the following property lying northerly of the Palatlakaha 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 Palatlakaha River, LESS AND EXCEPT that part of the following property lying northerly of the Palatlakaha 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 Palatlakaha 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.

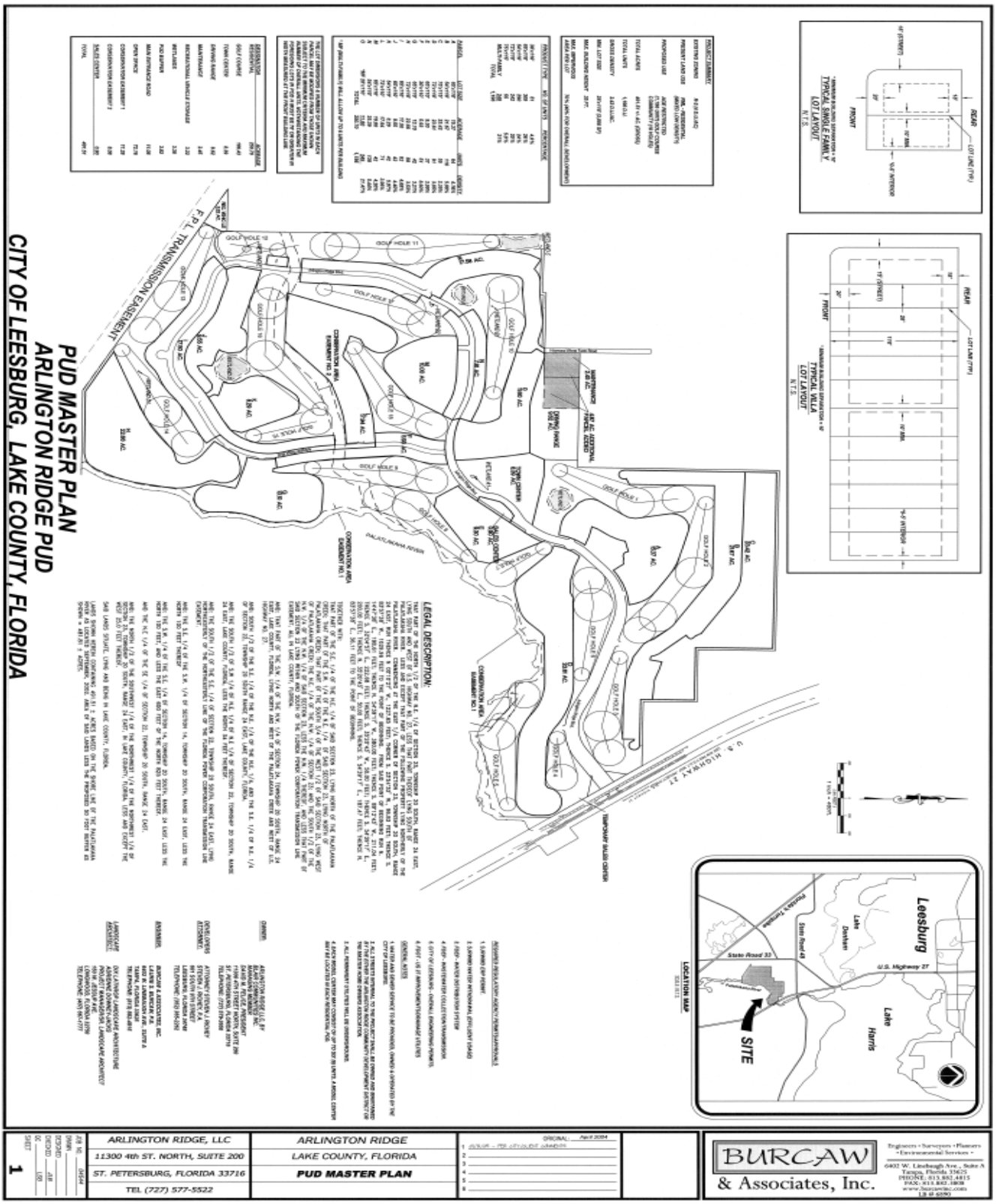
AND: The N.E. 1/4 of the S.E. 1/4 of said Section 22.

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 Palatlakaha 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.

CONCEPTUAL DEVELOPMENT PLAN **EXHIBIT C**



REAR SETBACK EXEMPT LOTS **EXHIBIT D**

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

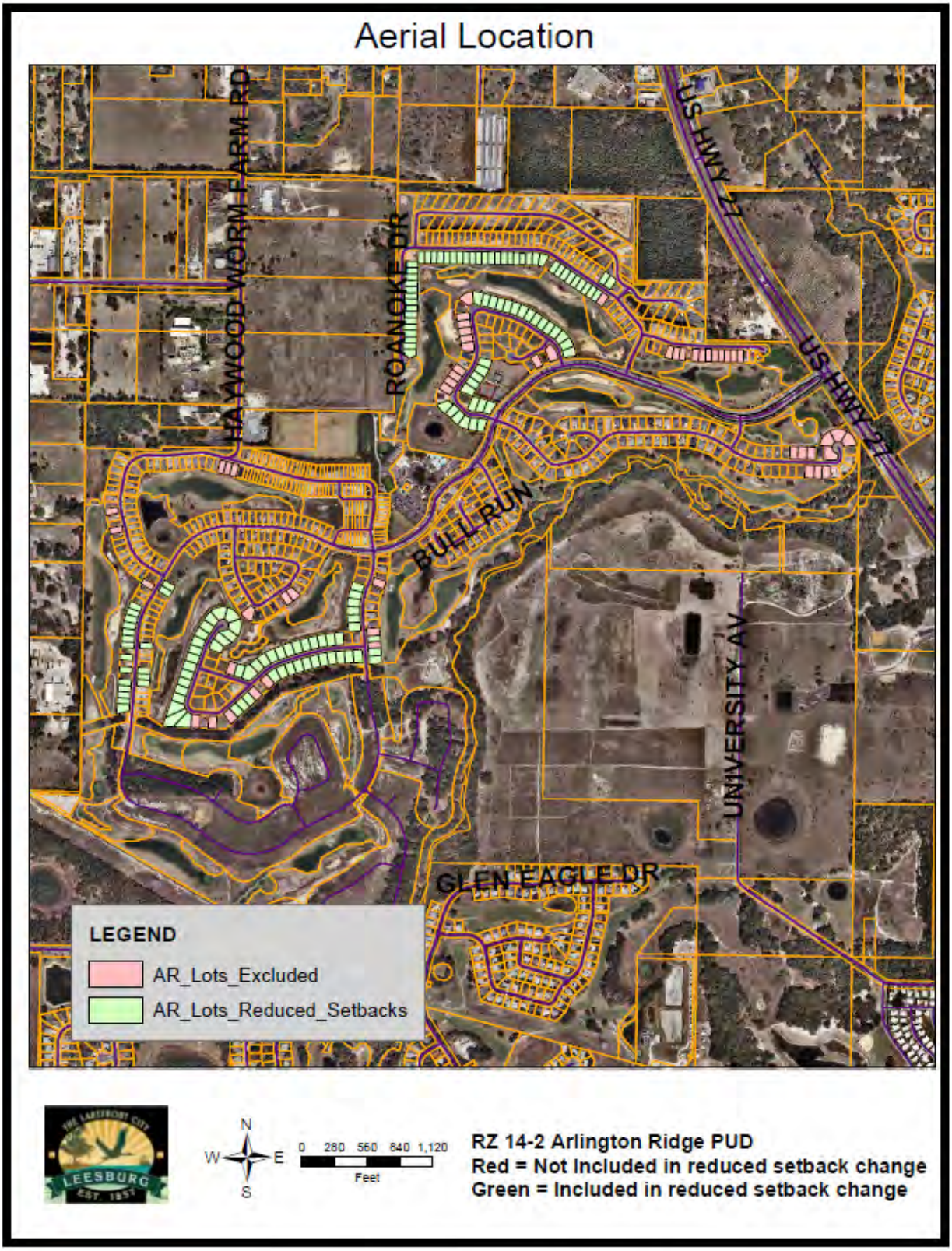
Exhibit E

ARLINGTON RIDGE

Lots that back up to open areas

ALTKEY	Lot Number		ALTKEY	Lot Number		ALTKEY	Lot Number		ALTKEY	Lot Number
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

MAP OF REFERENCED LOTS **EXHIBIT F**



MAP OF ARLINGTON RIDGE PHASE III **EXHIBIT G**

MAP OF MASTER PLAN OF ARLINGTON RIDGE PHASE III

EXHIBIT G

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

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 UNAMIOUSLY 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

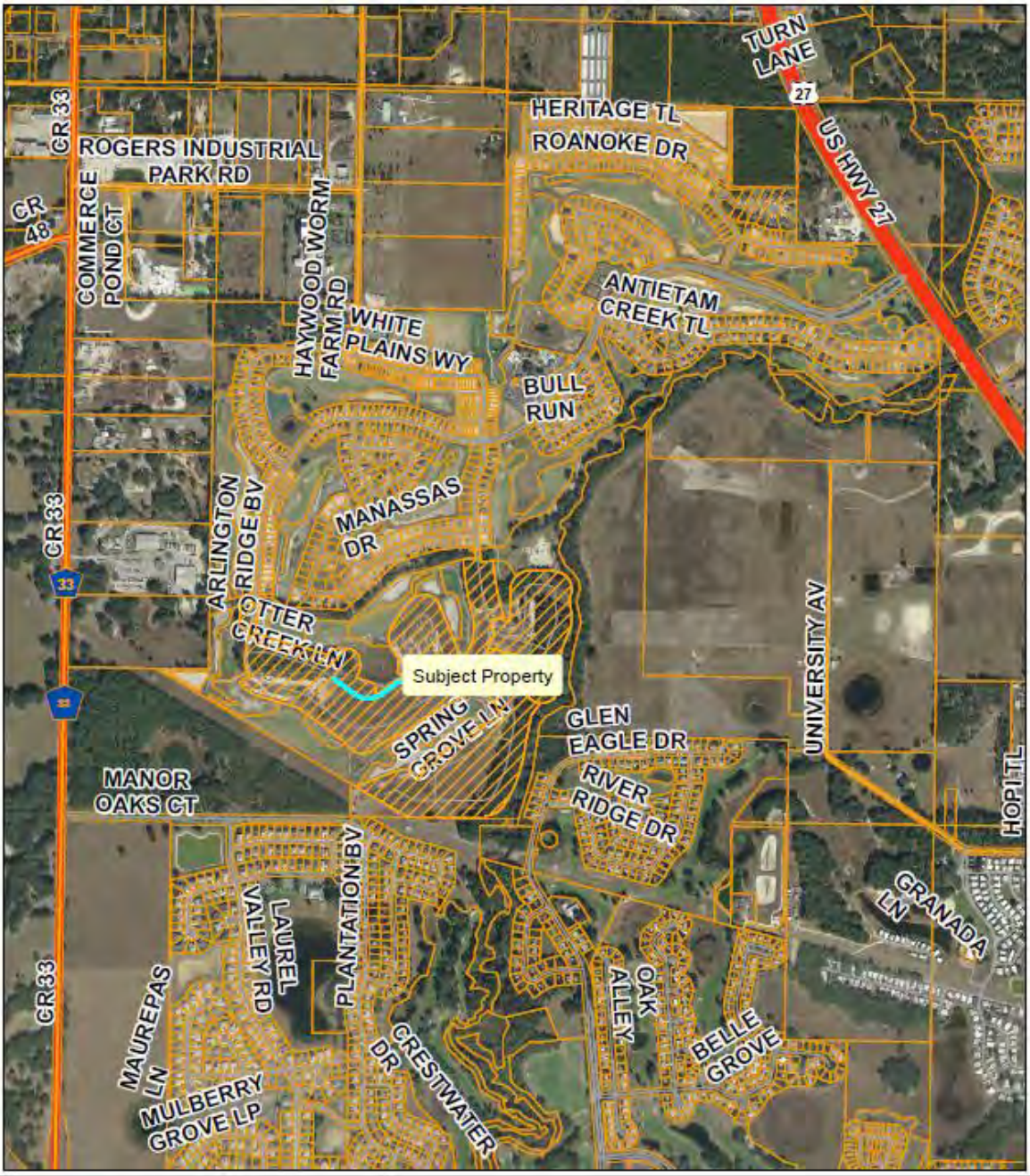
ADJOURNMENT

Approximately 6:48 p.m.

_____
James Argento, Chairman

_____
Billie Shell
Administrative Assistant II

Locator



Planning & Zoning Division

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W E
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0 270 540 810 1,080
Feet

PUD-16-83
Phase 3 Arlington Ridge
AK #: 3840476, 3840477, 3840478, 3840480

Locator

Planning & Zoning Division

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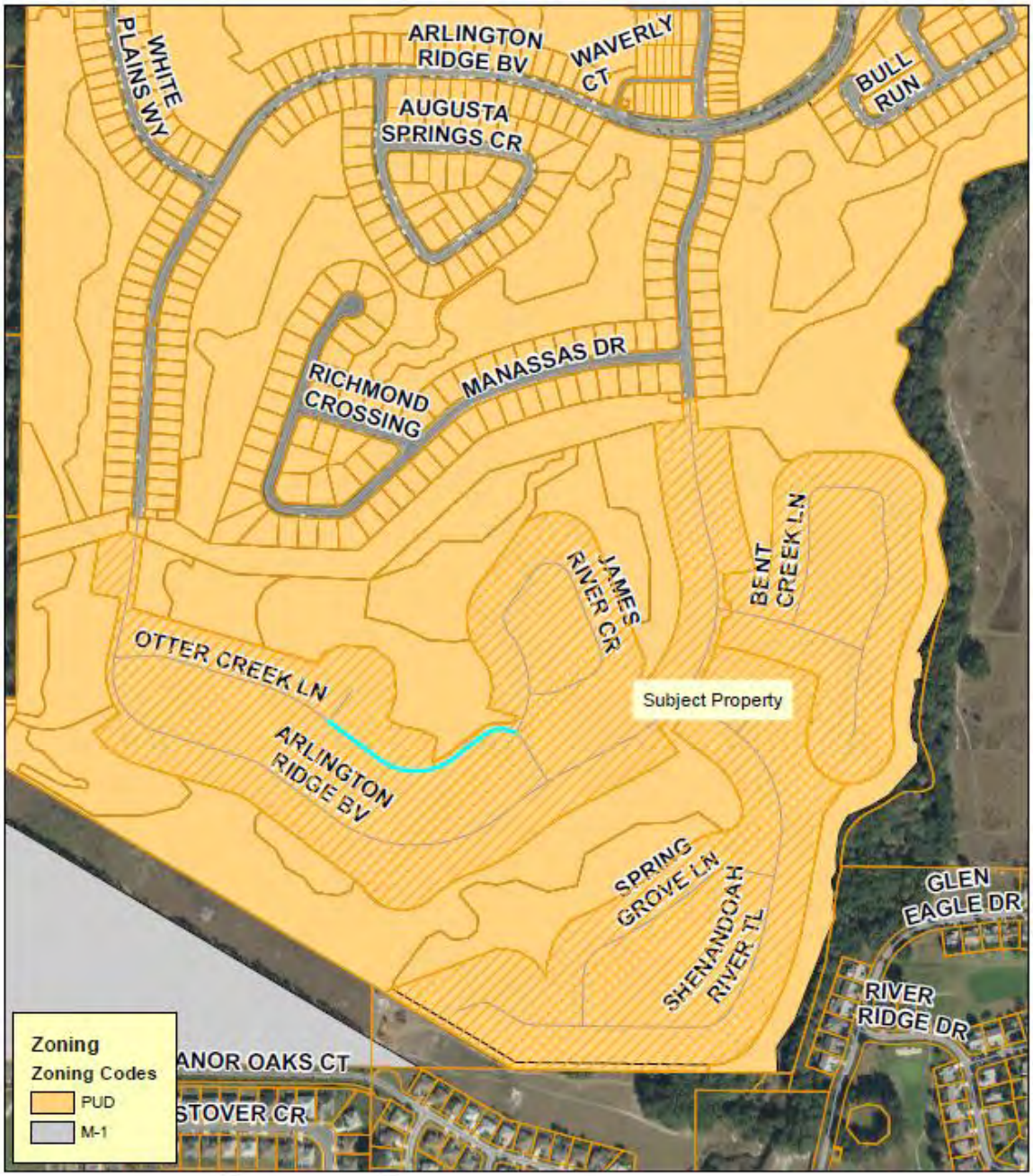
PUD-16-83
Phase 3 Arlington Ridge
AK #: 3840476, 3840477, 3840478, 3840480

Zoning



Planning & Zoning Division

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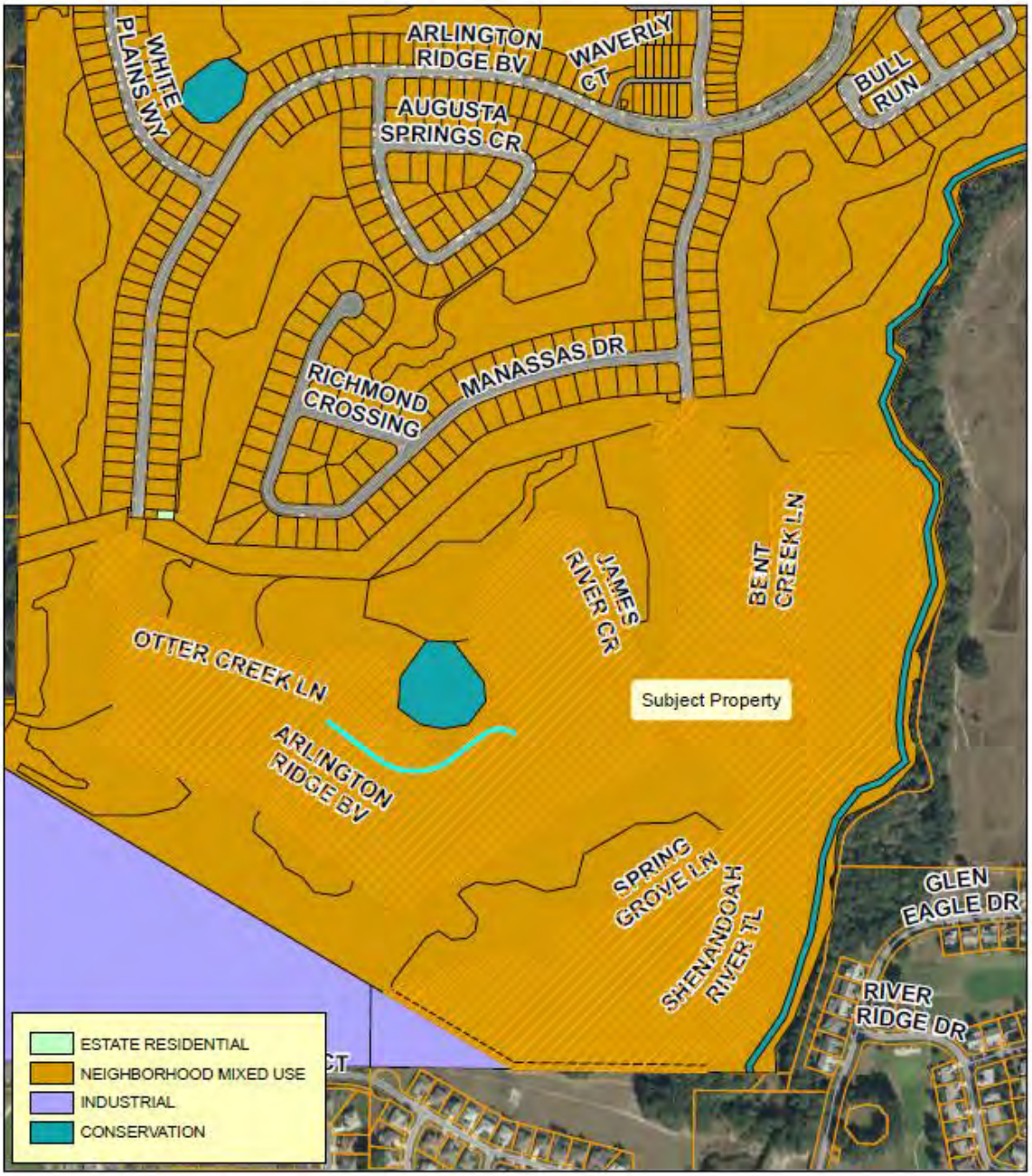
PUD-16-83
Phase 3 Arlington Ridge
AK #: 3840476, 3840477, 3840478, 3840480

Future Land Use



Planning & Zoning Division

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PUD-16-83
Phase 3 Arlington Ridge
AK #: 3840476, 3840477, 3840478, 3840480

Surrounding Land Uses

Planning & Zoning Division

N W E S

0 110 220 330 440 Feet

PUD 16-83
Phase 3 Arlington Ridge
AK #: 3840476, 3840477, 3840478, 3840480

Wetlands & Flood Zones

Planning & Zoning Division

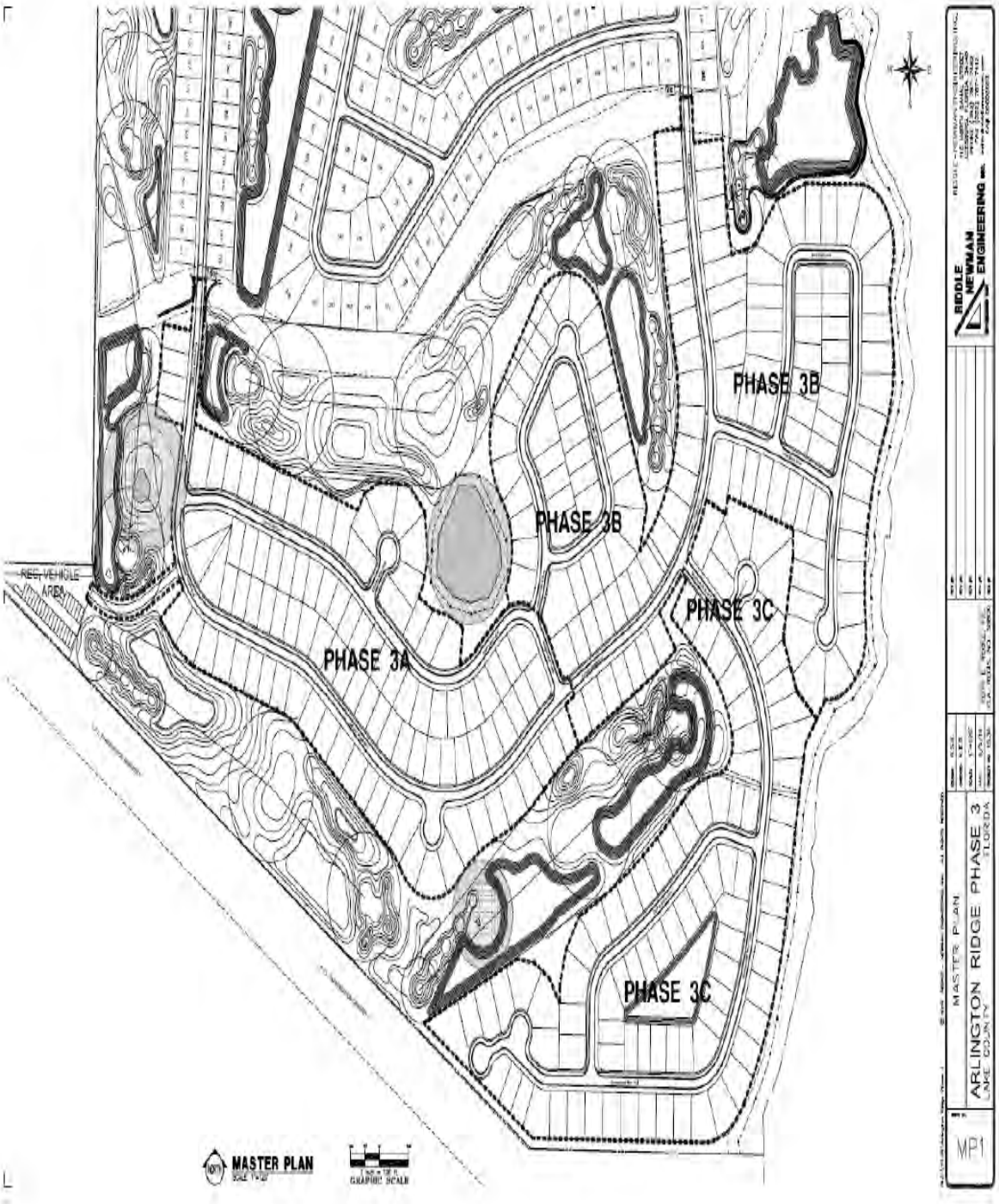
N W E S

0 110 220 330 440 Feet

PUD-16-83
Phase 3 Arlington Ridge
AK #: 3840476, 3840477, 3840478, 3840480

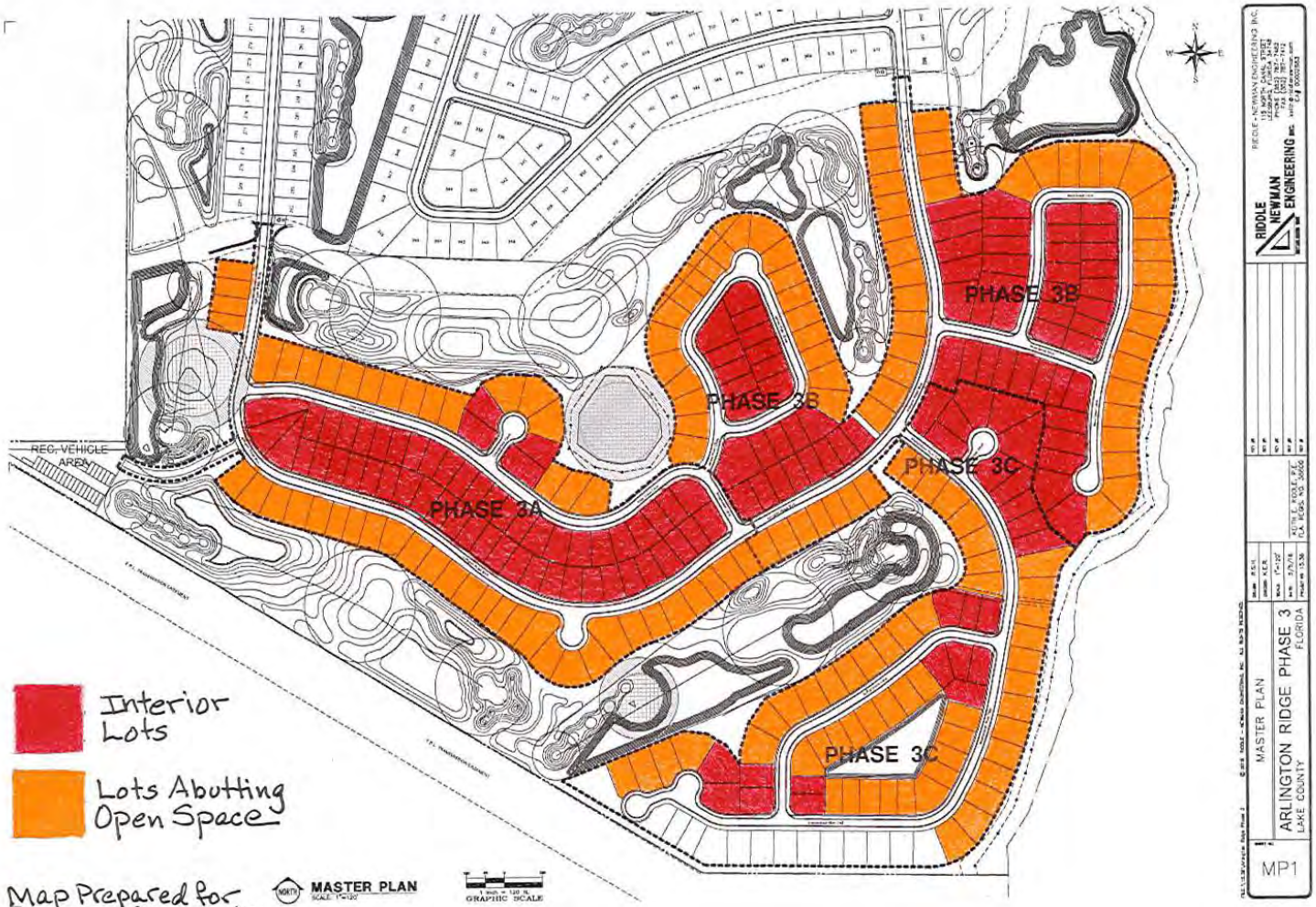
MAP OF MASTER PLAN OF ARLINGTON RIDGE PHASE III

EXHIBIT G



MAP OF MASTER PLAN OF ARLINGTON RIDGE PHASE III

EXHIBIT G



Map Prepared for Planning Commission July 21st, 2016

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: 6C.

Meeting Date: September 26, 2016

From: Dan Miller, Planning & Zoning Manager

Subject: Impact Fee waiver extension for existing vacant structures, redevelopment and new businesses moving into existing structures

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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: 9/22/2016 1:31 PM

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

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 26th day of September, 2016.

THE CITY OF LEESBURG, FLORIDA

BY: _____
Jay Hurley, Mayor

Attest: _____
J. Andi Purvis, City Clerk

AGENDA MEMORANDUM

Item No: 6D.

Meeting Date: September 26, 2016

From: Dan Miller, Planning and Zoning Manager
Michael Rankin, Deputy City Manager

Subject: Ordinance Amendment, Section 25-360- Architectural and Design Standards

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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: 9/22/2016 1:31 PM

Department: Comm Dev, P&Z **Prepared by:** Dan Miller **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, 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 26th day of September, 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 office[1] 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);

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[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. Predominant[6] 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 road-way 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 façade;
   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.

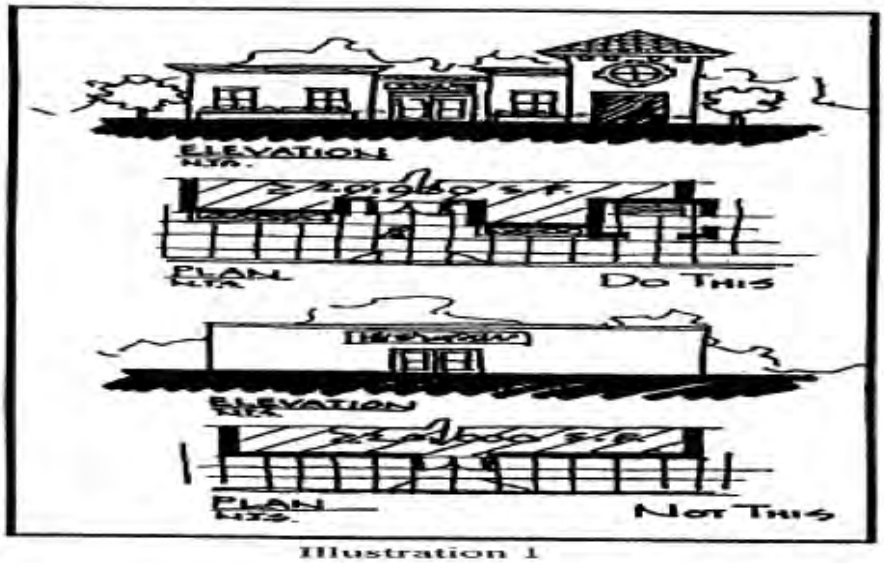


Illustration 1

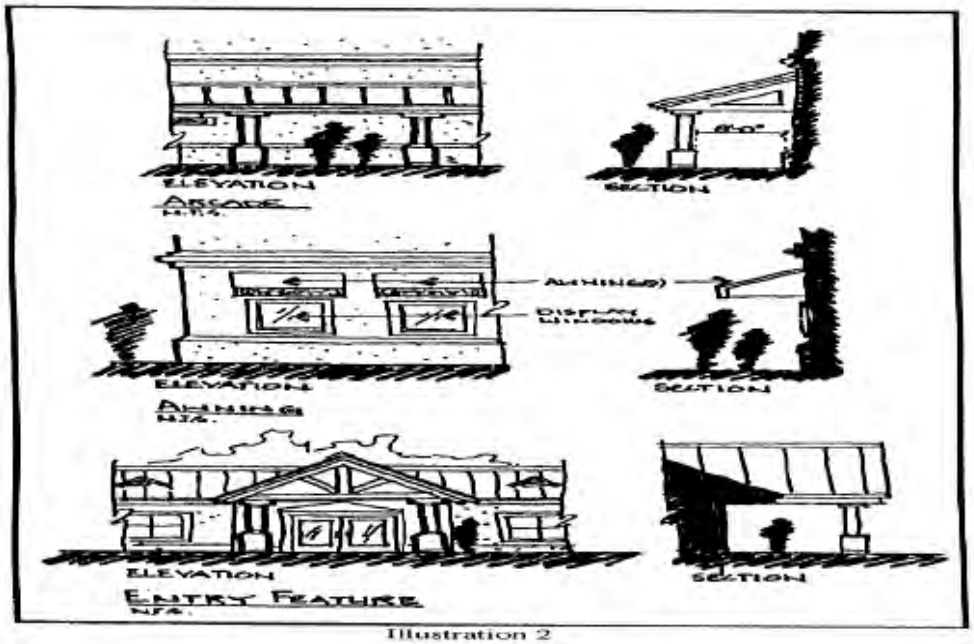


Illustration 2

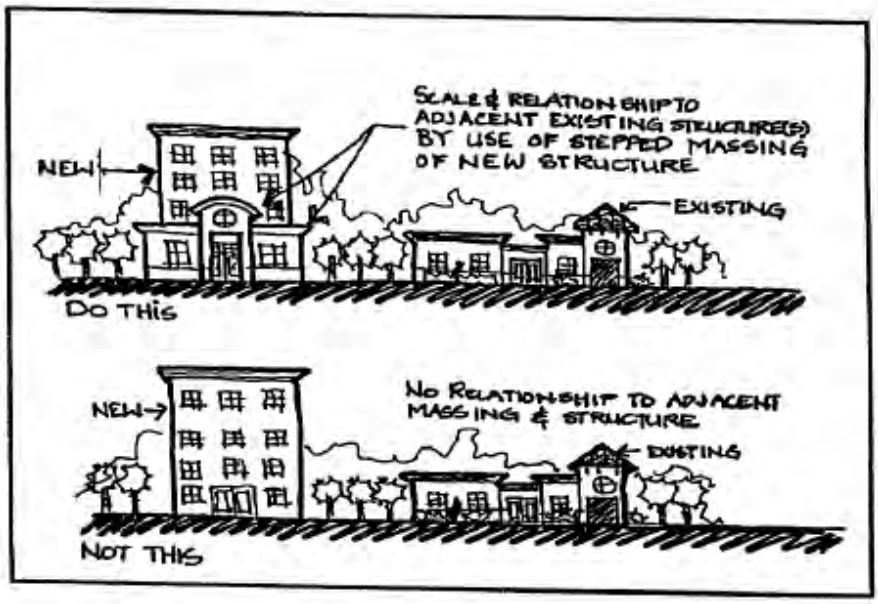


Illustration 3

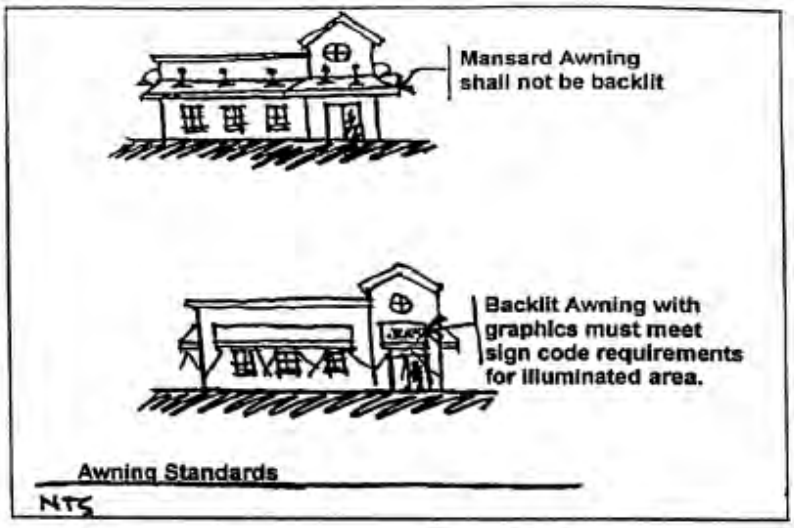
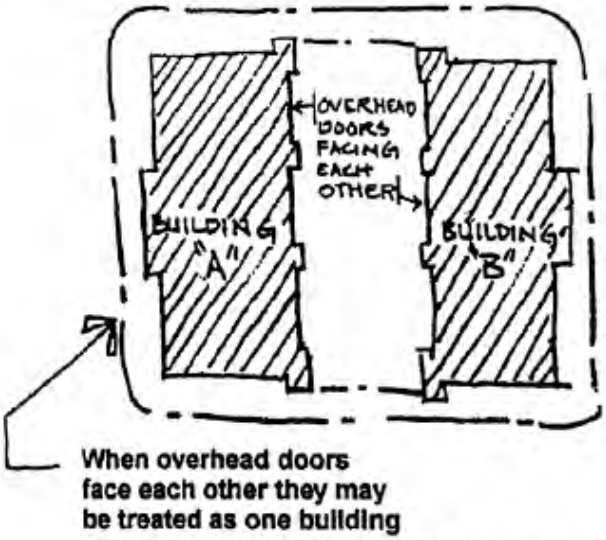


Illustration 4



Overhead Door Diagram

Illustration 5

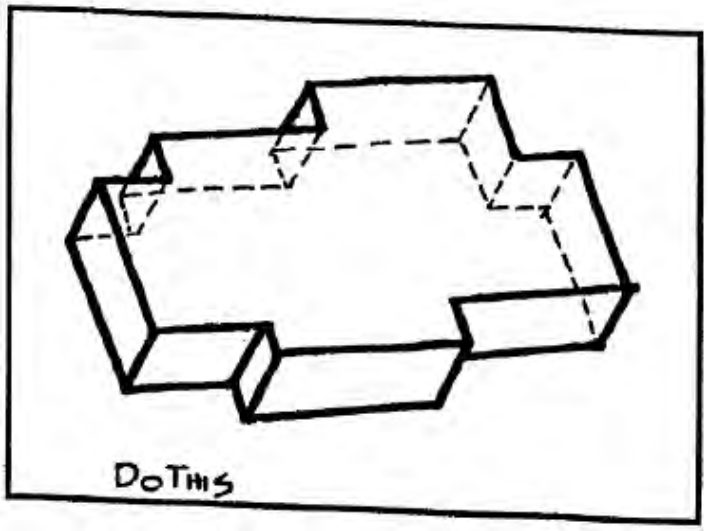


Illustration 6

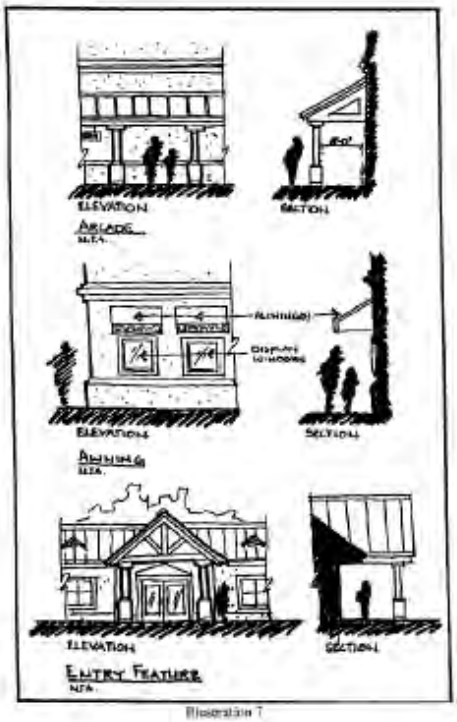


Illustration 7

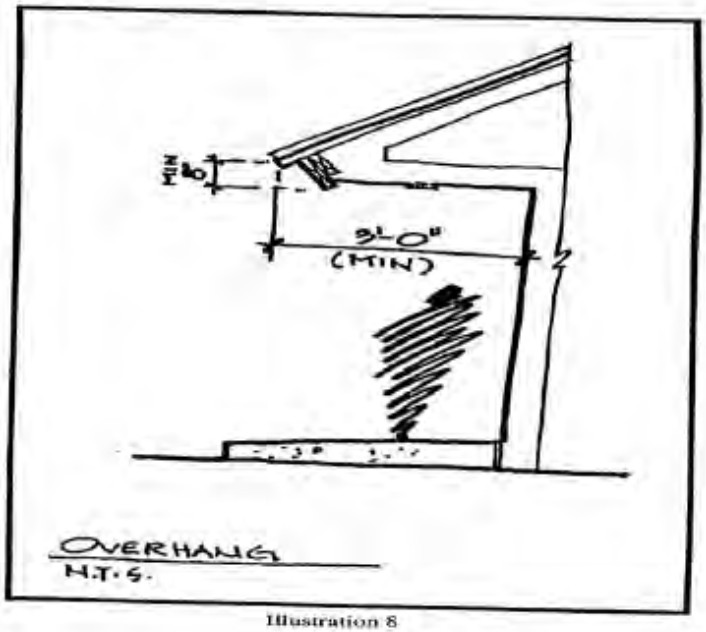
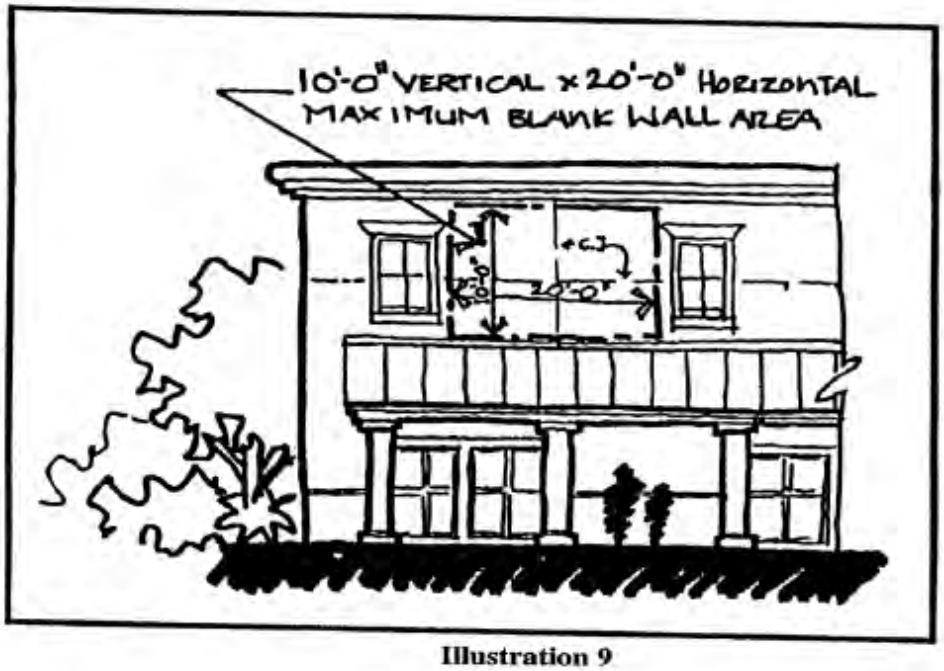


Illustration 8



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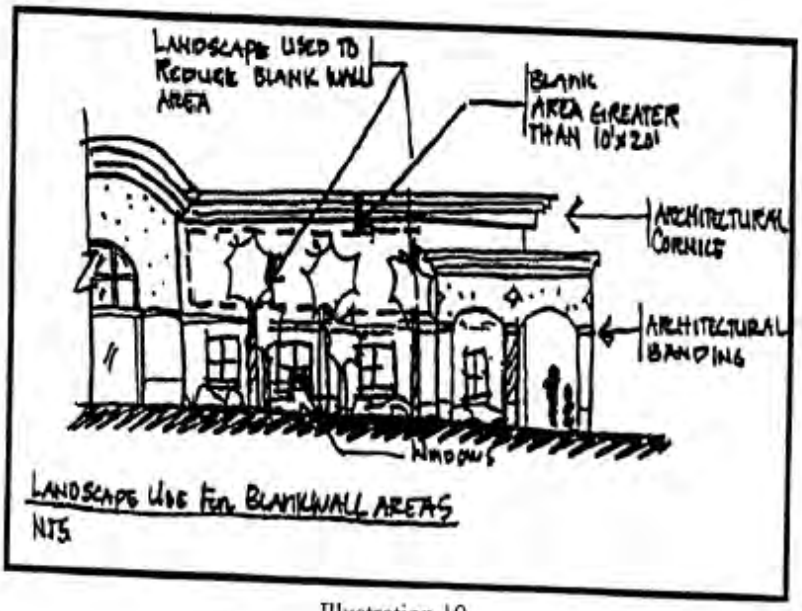

Illustration 10

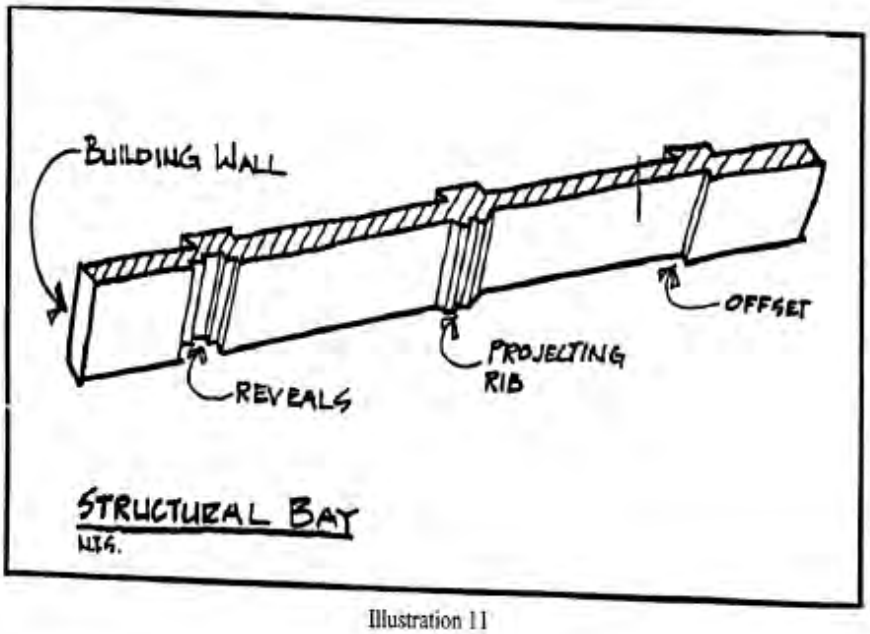

Illustration 11

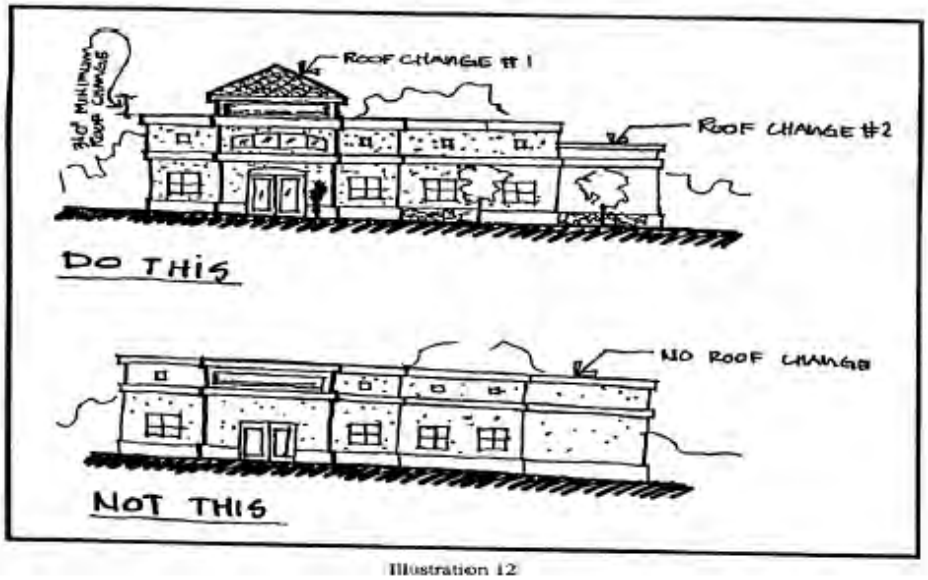

Illustration 12

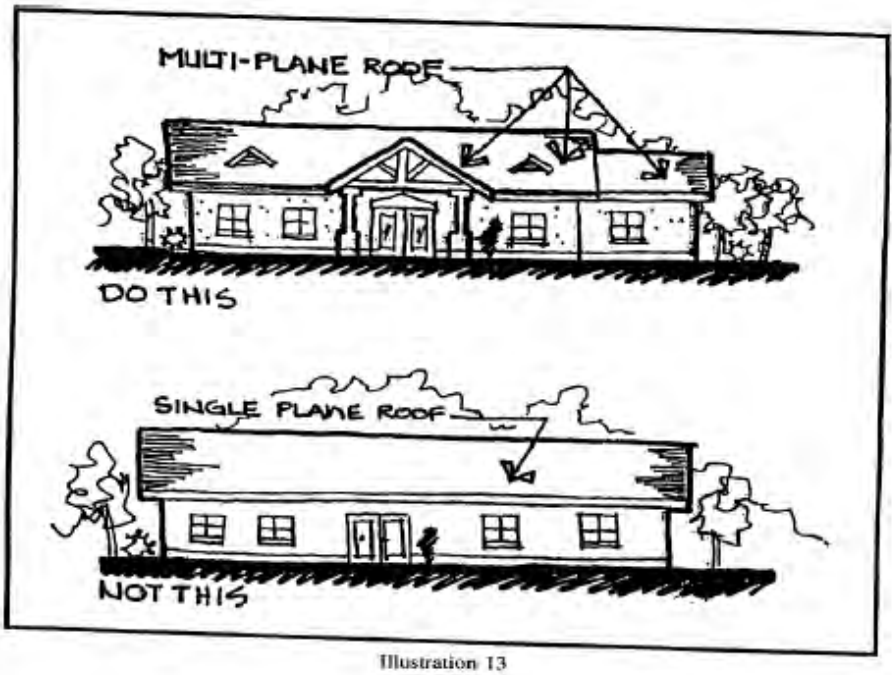

Illustration 13

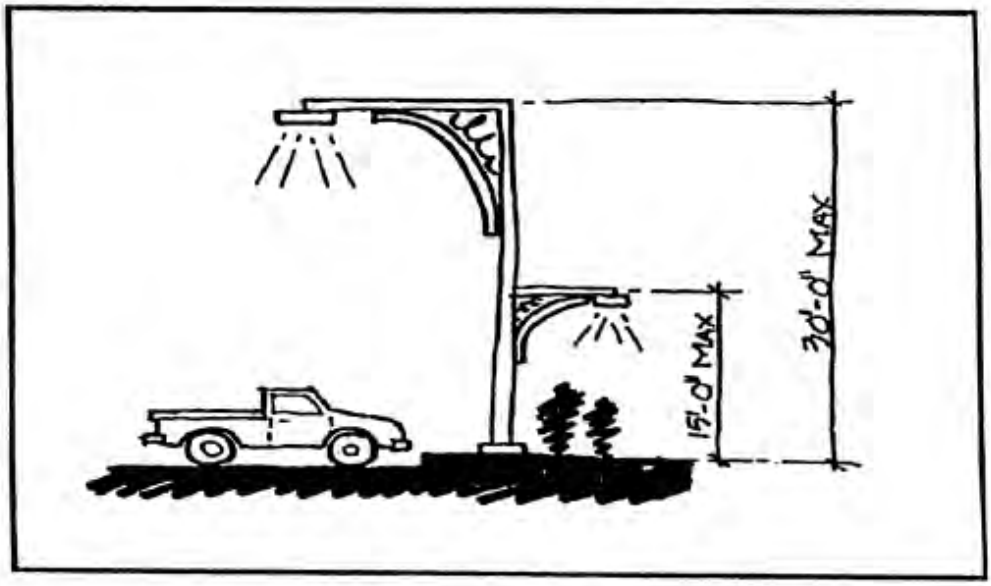

Illustration 14

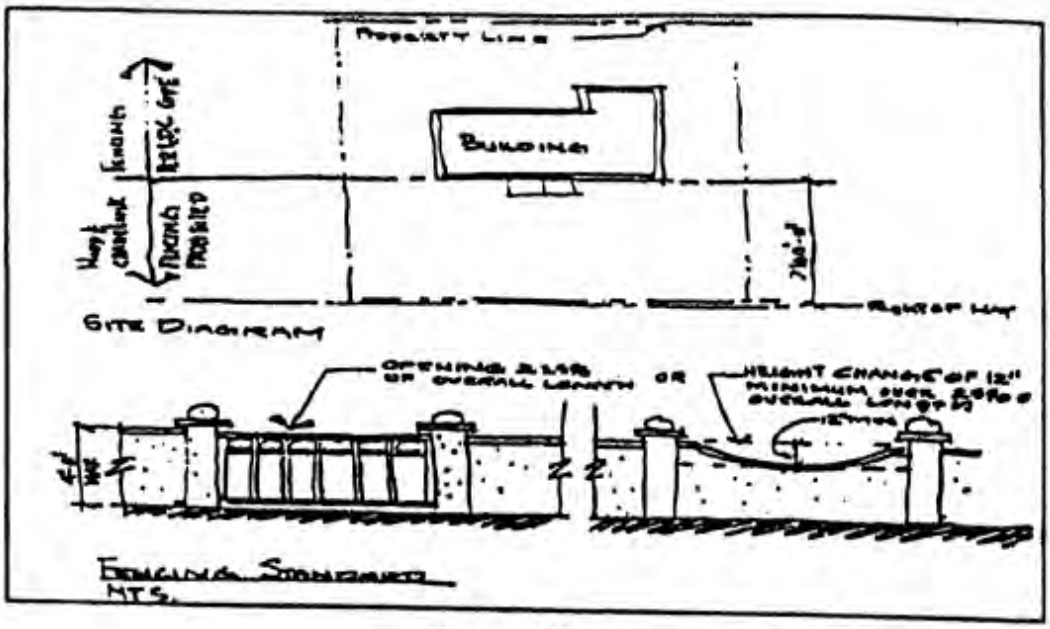

Illustration 15

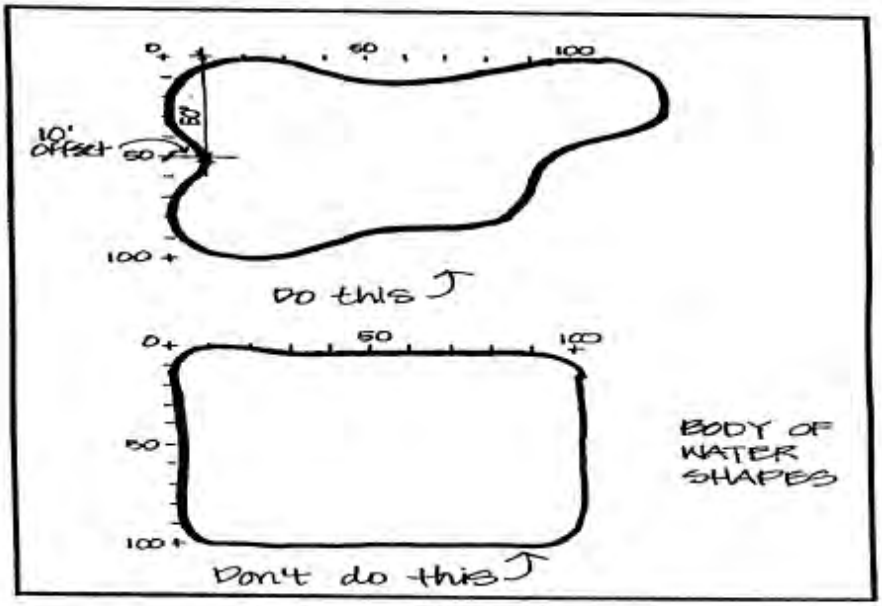

Illustration 16

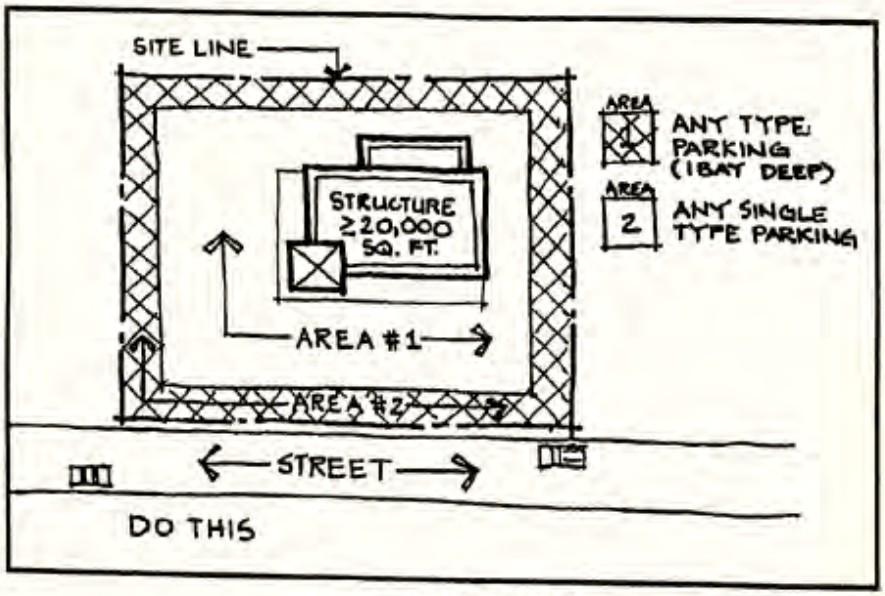

Illustration 17

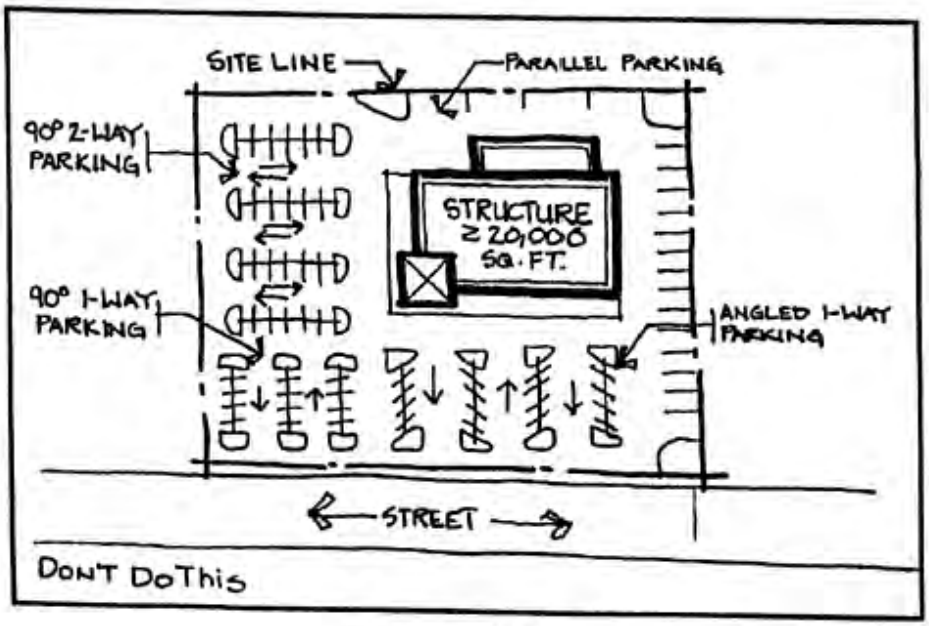

Illustration 18

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 "A*rchitectural 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 UNAMIOUSLY 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: 6E.

Meeting Date: September 26, 2016

From: Dan Miller, Planning & Zoning Manager

Subject: SPUD (Small Planned Unit Development) rezoning, Lakes & Hills Presbyterian Church, U.S. 27 and English Road

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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: 9/22/2016 1:32 PM

Department: __Comm Dev, P&Z____ **Prepared by:** _Dan Miller, P&Z Mgr_ **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, 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 26th day of September, 2016.

THE CITY OF LEESBURG

By: _____
Jay Hurley, Mayor

ATTEST:

_____
J. Andi Purvis, City Clerk

CASE #: SPUD-16-115 **EXHIBIT A**
(Formerly part of PUD Ord 06-07)

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
   1. 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:

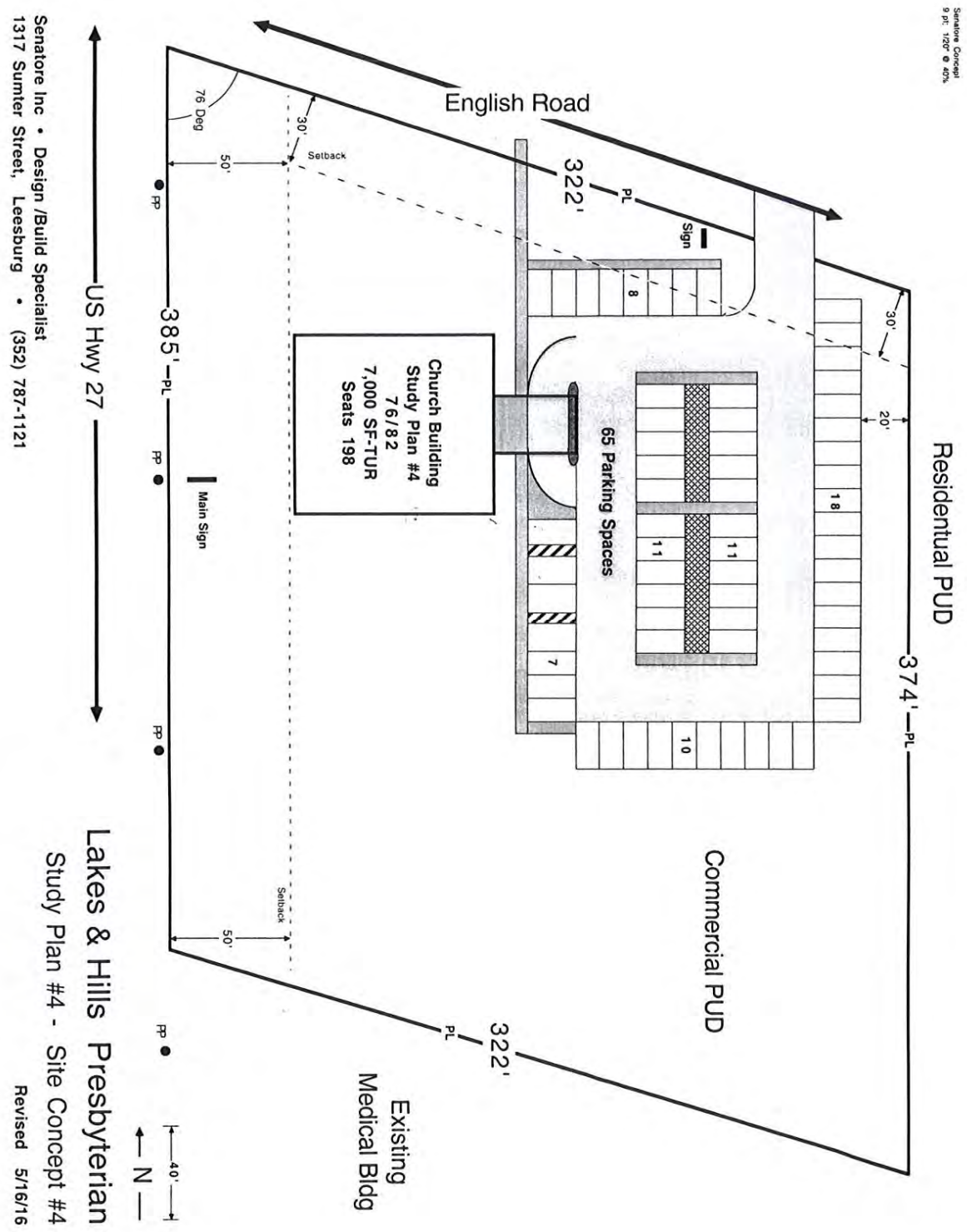
Commence at the West 1/4 corner of said Section 2, thence Southerly along the West line of Section 2, a distance of 210 feet to a point; thence South 89°22'00" East, 1551.0 feet to a point; thence South 00°00'00" East, a distance of 4.22 feet to a point; thence South 00°00'00" East, a distance of 25.78 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 **EXHIBIT C**

Case No. SPUD 16-115

Lakes & Hills Presbyterian C



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
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
1. 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. <u>PARKING</u>

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. <u>WETLANDS</u>

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. <u>DRAINAGE/UTILITIES/PERMITTING</u>

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. <u>TRANSPORTATION</u>

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.

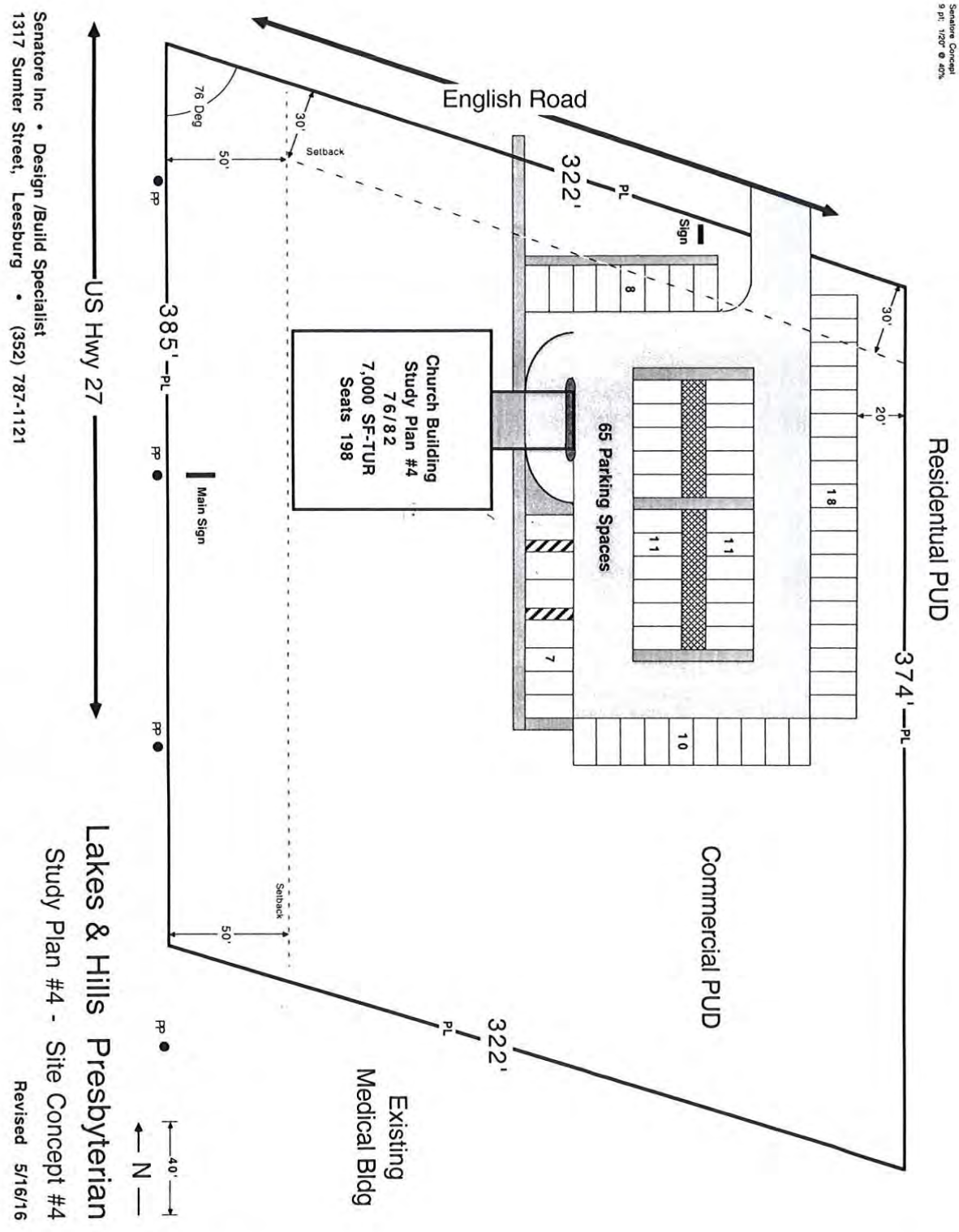
PARCEL 2:

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 **EXHIBIT C**
Case No. SPUD 16-115
Lakes & Hills Presbyterian Church



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

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 DEVELOPMEMT) 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 UNAMIOUSLY by a vote of 7-0

Chairman Argento called for the second case of new business be brought forward.

ANNOUNCEMENTS

NONE

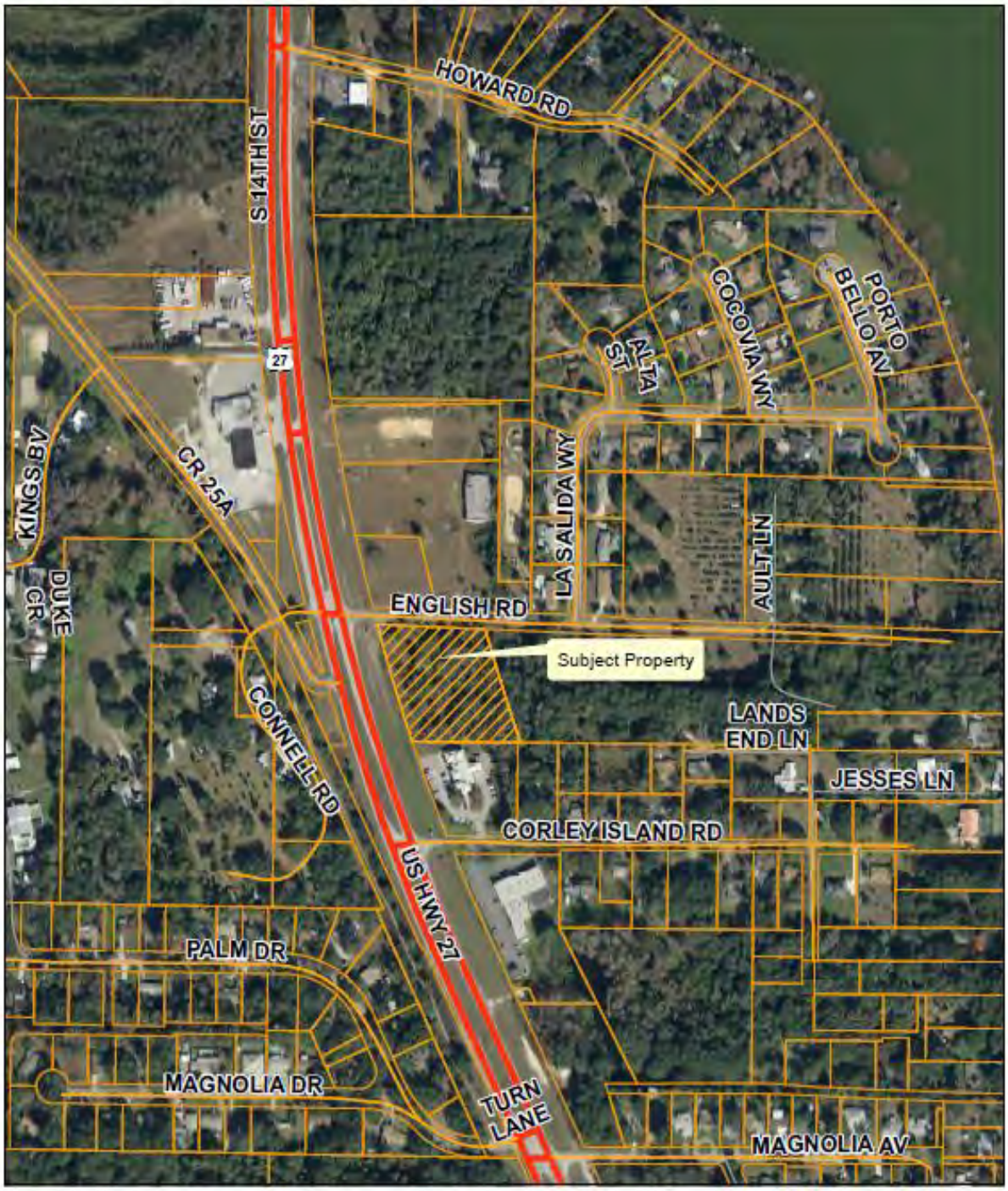
ADJOURNMENT

Approximately 5:52 p.m.

James Argento, Chairman

Billie Shell
Administrative Assistant II

Locator



Planning & Zoning Division

N W E S

0 90 180 270 360 Feet

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
AK#: 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
AK#: 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: 6F.

Meeting Date: September 26, 2016

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

Subject: Award of Request for Proposal 160412 and approval of a resolution authorizing execution of a Design-Build Services Agreement.

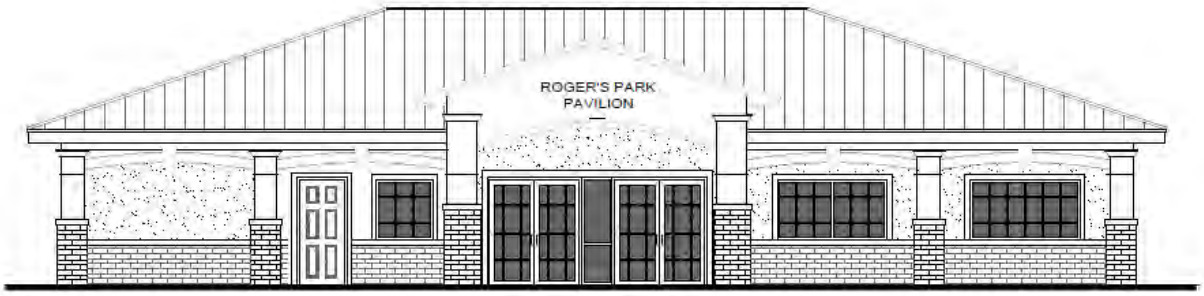
Staff Recommendation:
Staff recommends approval of the final ranking and award of Request for Proposal (RFP) 160412 and approval of the resolution authorizing execution of the Design-Build Services Agreement with Marbek Construction for an amount not to exceed $489,000.00.

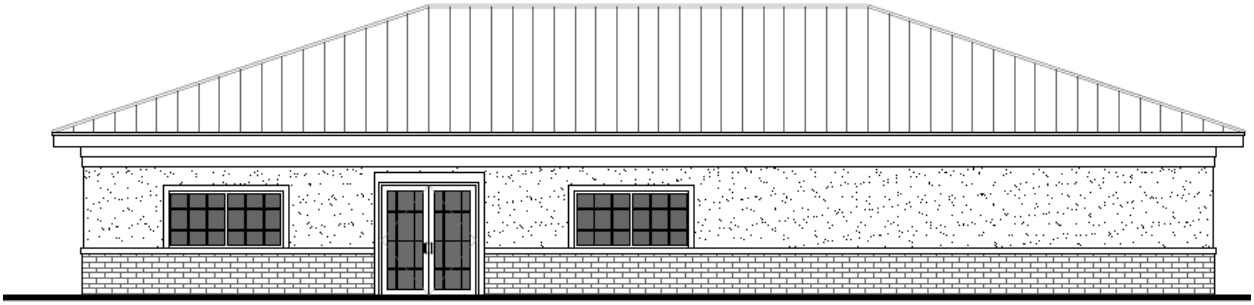
Analysis:
The purpose of this project is to design and build a pavilion and restroom facility at Rogers Park. This facility will replace the restroom and pavilion removed during the Rogers Park demolition project. The Pavilion will provide an indoor, air conditioned space for meetings, parties, and other uses. The pavilion will include a small kitchen area. The restroom portion of the facility will serve both the pavilion and the splash pad.

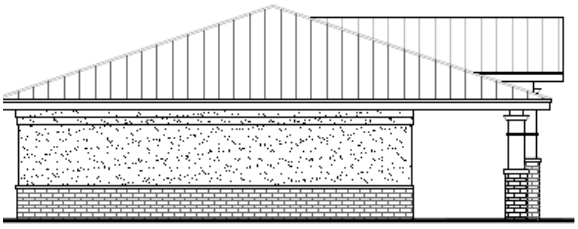
The City issued a Minimum Design Criteria Package (Package) as required by Florida Statute for design-build projects/solicitations. The Package provided the City's desirable features, simple schematic architectural drawings, and elevations. The purpose of the Package is to provide a 'starting point' for the responding companies.

Following the final ranking of respondents, Public Works had several meetings with the top ranked company, Marbek Construction. The meetings were used to discuss the design as well as features and materials to be used in the building. The goal was to arrive at a final design and a guaranteed maximum price. The elevation and floor plans are shown below.

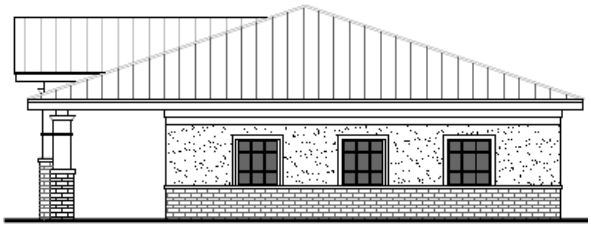
Revisions to the Package included: increase the depth of the porch by 2-feet providing more covered outdoor space overlooking the splash pad; reduce the size of the restrooms; reduce the overall size of the facility. The warming kitchen was moved from the north end to the center of the building to consolidate plumbing connections.



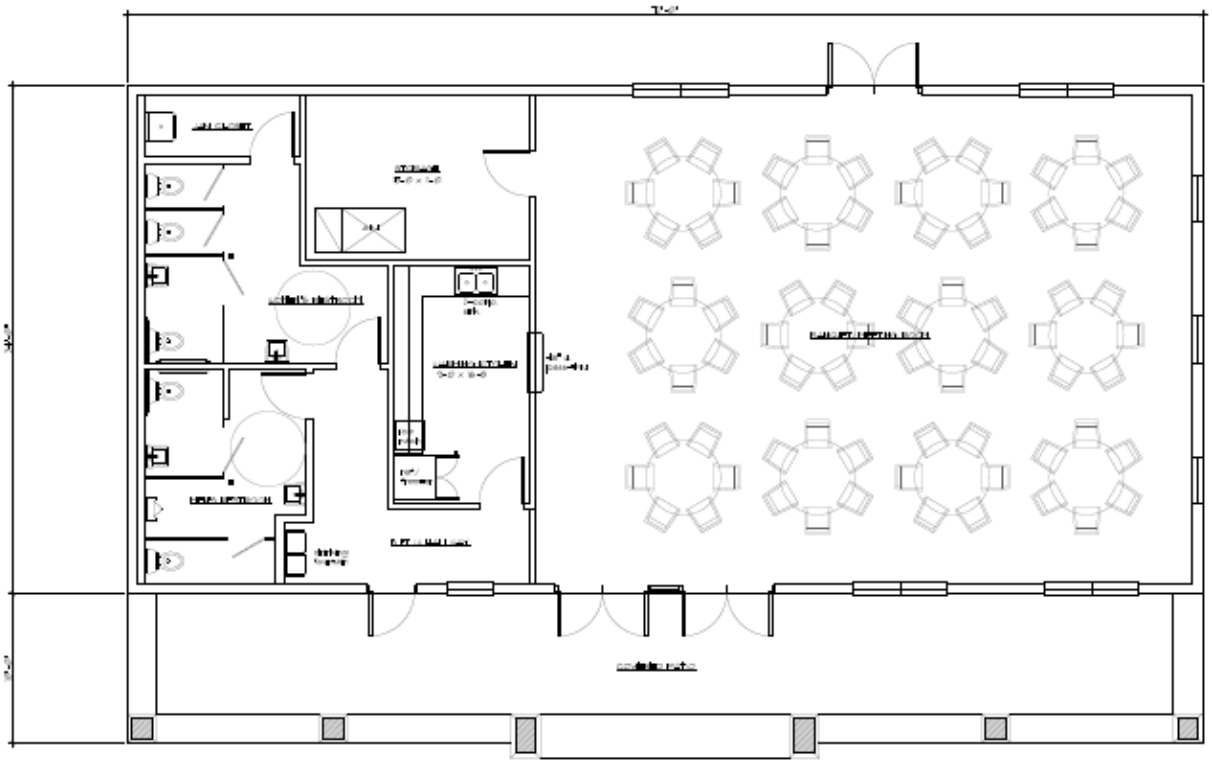




LEFT SIDE ELEVATION



RIGHT SIDE ELEVATION



Procurement Analysis:
On June 27, 2016 the Purchasing Division issued Request for Proposal 160412 requesting proposals from interested and qualified design-build companies for the City's Rogers Park Pavilion Project. Purchasing advertised the opportunity in the Orlando Sentinel, posted to Public Purchase, and directly notified by e-mail 28 companies, 8 are local companies.

On July 28, 2016 the City received 4 responses. One of the responses was not submitted in the correct format or with the required information. That submittal was deemed non-responsive and eliminated from consideration.

The evaluation committee reviewed the 3 responsive proposals in accordance with the solicitation document. The results of the evaluation and final ranking are stated here. The detailed evaluation scoring is attached for your review.

Rank	Company Name
1	Marbek Construction Co. – Clermont, Florida
2	Charles Perry Partners, Inc. (CPPI) – Gainesville, Florida
3	S.A. Casey Construction – Orlando, Florida

Options:

1. Approve award of the RFP and approve execution of the Agreement with Marbek Const. Co.; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The FY 2016 CIP includes $430,000 for construction of the Pavilion. Additional funding, in the amount of $59,000 is required.

Submission Date and Time: 9/22/2016 1:33 PM

Department: _Public Works_____ **Prepared by: _Mike Thornton_____** **Attachments: Yes__X__ No _____** **Advertised:_____Not Required __X____** **Dates: __June 26, 2016_____** **Attorney Review : Yes___ No ____** **_____** **Revised 6/10/04**	**Reviewed by: Dept. Head dcm** **Finance Dept. _____** **Deputy C.M. _____** **Submitted by:** **City Manager _____**	**Account No. _031-5193-519.62-10__** **Project No. __310051_____** **WF No. _____WF0997814 / 001___** **Req. No. ____48461_____** **Budget _____$420,000.00_____** **Available ____$430,275.26_____**

RESOLUTION NO._____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A DESIGN-BUILD SERVICES AGREEMENT WITH MARBEK CONSTRUCTION FOR DESIGN AND CONSTRUCTION SERVICES ON THE ROGERS PARK PAVILION; AND PROVIDING AN EFFECTIVE DATE.

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

THAT Request for Proposal 160412 is awarded to Marbek Construction Co. as the highest ranked company following evaluations conducted by the evaluation committee.

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with MARBEK CONSTRUCTION CO. whose address is 614 East Highway 50, Suite 324, Clermont, Florida 34711 (email address: rick@marbekconstruction.com) for Design-Build Services for the Roger's Park Pavilion pursuant to Request for Proposal 160412.

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 26th day of September 2016.

_____
Mayor

ATTEST:

_____
City Clerk

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

**** NOTIFICATION OF FINAL RANKING ****

Date: **August 10, 2016**
Solicitation No. & Title: **160412 – Rogers Park Pavilion**
Buyer: **Mike Thornton Purchasing Manager**

The City of Leesburg Evaluation Committee for the above subject Request for Proposal (RFP) has completed their evaluation of the submissions and have arrived at a consensus on the final ranking of firms responding to RFP 160412. The final ranking is as follows:

Ranking	Firm Name
1	Marbek Construction, Inc. – Clermont, Florida
2	Charles Perry Partners, Inc. (CPPI) – Gainesville, Florida
2	S.A. Casey Construction, Inc. – Orlando, Florida

The evaluation committee evaluated the submissions in accordance with the evaluation elements (criteria) detailed in the RFP. The results of the evaluations are reflected above. The detailed evaluation sheets are attached for your review.

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

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

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

Respectfully,

Mike Thornton

Mike Thornton, CPPO
Purchasing Manager

attachments

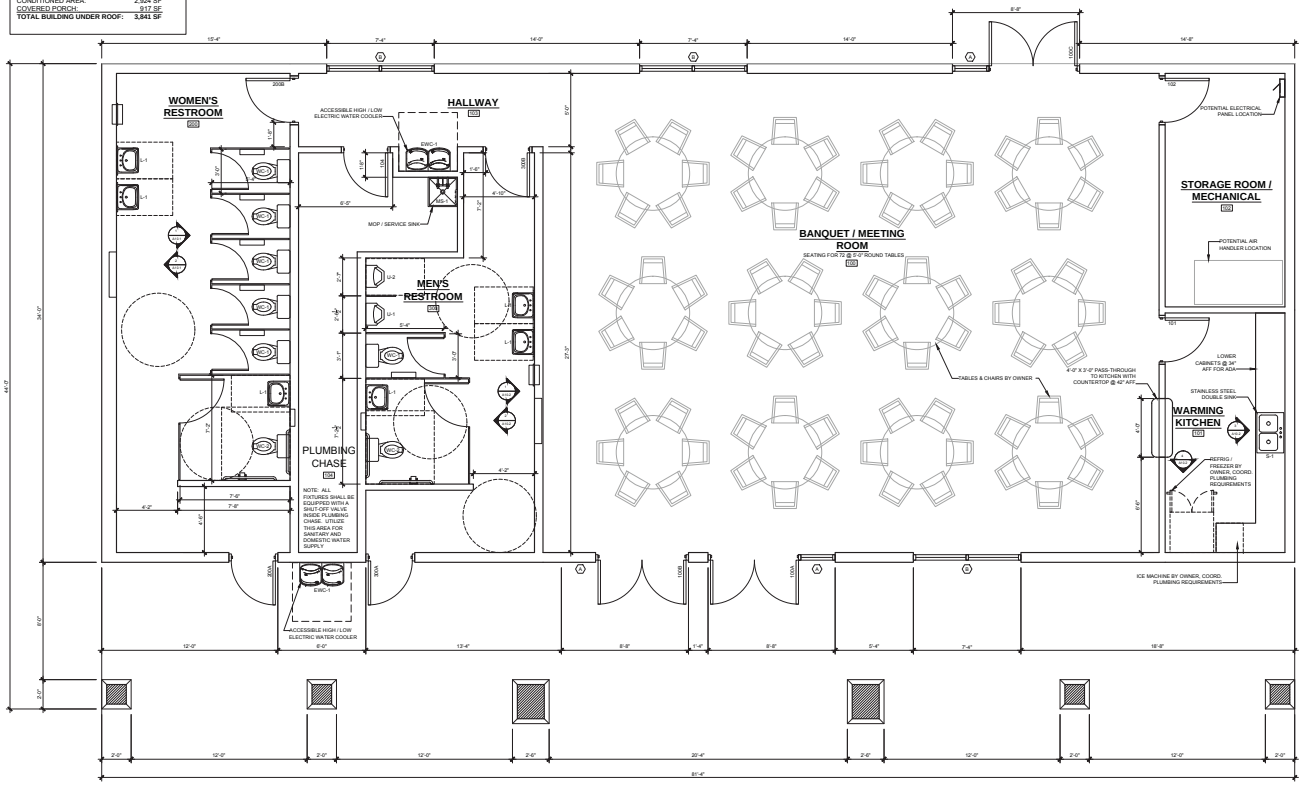
"Consensus" Summary of Rankings RFP 160412 - Rogers Park Pavilion Design-Build									
Vendor Name	**OVERALL TOTALS**			Evaluator 1		Evaluator 2		Evaluator 3	
	Rank	Total Ord.	Points	Score	Rank	Score	Rank	Score	Rank
CHARLES PERRY PARTNERS, INC. (CPPI)	2	6	1672	600	3	492	1	580	2
MARBEK CONSTRUCTION	1	5	1722	675	1	447	3	600	1
S.A. CASEY CONSTRUCTION, INC.	3	7	1576	605	2	481	2	490	3

DETAILED EVALUATOR SCORING
RFP 160412 - Rogers Park Pavilion Design-Build

	Weight	Evaluator 1		Evaluator 2		Evaluator 3	
		Score	Points	Score	Points	Score	Points
CHARLES PERRY PARTNERS, INC. (CPPI)		**600**		**492**		**580**	
Project Discussion/Construction Method/Design	40	2.00	80	4.00	160	4.00	160
Qualifications & Experience	35	5.00	175	2.90	102	4.00	140
Project Schedule	35	5.00	175	1.90	67	2.00	70
City Forms/Detailed Pricing - **$449,999.00**	40	3.00	120	3.10	124	4.00	160
Overall Impression of the Respondent/Proposal	10	5.00	50	4.00	40	5.00	50
Local Vendor Preference (5, 2 or 0 points)			0		0		0
MARBEK CONSTRUCTION		**675**		**447**		**600**	
Project Discussion/Construction Method/Design	40	5.00	200	3.00	120	3.00	120
Qualifications & Experience	35	4.00	140	2.90	102	3.00	105
Project Schedule	35	5.00	175	2.50	88	5.00	175
City Forms/Detailed Pricing - **$532,800.00**	40	3.00	120	2.70	108	4.00	160
Overall Impression of the Respondent/Proposal	10	4.00	40	3.00	30	4.00	40
Local Vendor Preference (5, 2 or 0 points)			0		0		0
S.A. CASEY CONSTRUCTION, INC.		**605**		**481**		**490**	
Project Discussion/Construction Method/Design	40	3.00	120	3.50	140	3.00	120
Qualifications & Experience	35	3.00	105	3.10	109	3.00	105
Project Schedule	35	4.00	140	2.20	77	3.00	105
City Forms/Detailed Pricing - **$456,457.58**	40	5.00	200	3.00	120	3.00	120
Overall Impression of the Respondent/Proposal	10	4.00	40	3.50	35	4.00	40
Local Vendor Preference (5, 2 or 0 points)			0		0		0

AREA CALCULATIONS:

CONDITIONED AREA:	2,924 SF
COVERED PORCH:	917 SF
TOTAL BUILDING UNDER ROOF:	3,841 SF



DESIGN CRITERIA GENERAL NOTES:

1. THE DRAWINGS AND DESIGNS INCLUDED IN THIS PACKAGE ARE TO DEPICT THE DESIGN CRITERIA FOR THE ROGER'S PARK PAVILION, AND ARE NOT TO BE USED FOR ACTUAL CONSTRUCTION. THE DESIGN DEPICTS THE SCOPE, SIZE, QUALITY, AND SCALE FOR A BUILDING OF APPROXIMATELY 3,841 SQUARE FEET.
2. THE DESIGN-BUILDER WILL BE RESPONSIBLE FOR ALL ASPECTS OF THE BUILDING, INCLUDING FINAL DESIGN AND ENGINEERING. THE DESIGN-BUILDER WILL ALSO BE RESPONSIBLE FOR THE HVAC DESIGN AND INSTALLATION TO PROVIDE A FULLY CONDITIONED BUILDING, INCLUDING THE MULTI-STATION RESTROOMS. THE BUILDING DEPICTED MAY BE CONSTRUCTED PER THE DESIGN-BUILDER'S MEANS AND METHODS TO MEET THE OWNER'S CONSTRUCTION BUDGET, INCLUDING BUT NOT LIMITED TO CMU, PRE-CAST CONCRETE, PRE-ENGINEERED METAL BUILDING, FRAMING, ETC.
3. HVAC DESIGN SHALL BE BY DESIGN-BUILDER. DESIGN INTENT IS FOR THE BUILDING TO BE FULLY CONDITIONED, INCLUDING RESTROOMS. RESTROOMS SHALL BE ZONED SEPARATELY FROM REMAINDER OF BUILDING. THERMOSTATS SHALL BE PROGRAMMABLE TYPE, AND INCLUDE TAMPER RESISTANT BOXES.
4. THE BUILDING IN ITS ENTIRETY SHALL COMPLY WITH ALL APPLICABLE CODES, STANDARDS, PROFESSIONAL CARE OF DESIGN AND CONSTRUCTION, AND MUST BE APPROVED BY THE AUTHORITY HAVING JURISDICTION.
5. THE DESIGN INCLUDED IN THIS PACKAGE IS NOT INTENDED TO BE ALL-INCLUSIVE. THE DESIGN-BUILDER WILL BE REQUIRED TO INCLUDE AND SPECIFY INSULATION VALUES, VAPOR RETARDERS, DOORS, DOOR HARDWARE, ETC. THE DESIGN CRITERIA DRAWINGS SHALL BE USED AS A GUIDELINE.

1 A3.1 PROPOSED FLOOR PLAN
1/4" = 1'-0"

PLUMBING FIXTURE SCHEDULE

MARK	FIXTURE TYPE	MATERIAL / COLOR	ADA COMPLIANT	MANUFACTURER	MODEL NUMBER	TRIM: FLUSH VALVE / FAUCET	TRIM: SEAT	TRIM: DRAIN	REMARKS
WC-1	WATER CLOSET	WHITE / VITREOUS CHINA	NO	AMERICAN STANDARD	2294.011EC	SLOAN OPTIMA BATTERY POWERED 8111	CHURCH MODEL 295SSCT ELONGATED OPEN FRONT SEAT	INTEGRAL	FLUSH VALVE, WALL MOUNTED
WC-2	WATER CLOSET	WHITE / VITREOUS CHINA	YES	AMERICAN STANDARD	2294.011EC	SLOAN OPTIMA BATTERY POWERED 8111	CHURCH MODEL 295SSCT ELONGATED OPEN FRONT SEAT	INTEGRAL	FLUSH VALVE, WALL MOUNTED
UR-1	URINAL - FLUSHOMETER	WHITE / VITREOUS CHINA	YES	AMERICAN STANDARD	6550.001	SLOAN OPTIMA BATTERY POWERED 8186-0.5	==========	INTEGRAL	FLUSH VALVE, WALL MOUNTED
UR-2	URINAL - FLUSHOMETER	WHITE / VITREOUS CHINA	NO	AMERICAN STANDARD	6550.001	SLOAN OPTIMA BATTERY POWERED 8186-0.5	==========	INTEGRAL	FLUSH VALVE, WALL MOUNTED
L-1	LAVATORY - WALL MOUNTED	WHITE / VITREOUS CHINA	YES	AMERICAN STANDARD	0355.056	SLOAN OPTIMA BATT. POWERED EBF-85-4	==========	GRID	POLISHED CHROME FINISH
S-1	COUNTERTOP SINK	STAINLESS STEEL	YES	ELKAY	LR-3319	T&S BRASS B2731-WS/B199-06F1.5	==========	CRUMB CUP	POLISHED CHROME FINISH
EWC-1	ELECTRIC WATER COOLER	STAINLESS STEEL	YES	ELKAY	PGVBACSL	==========	==========	INTEGRAL	BI-LEVEL, WALL MOUNTED, DUAL BASIN
MS-1	MOP SINK	MOLDED STONE	NO	FLORESTONE	MS2424	SPEAKMAN MODEL SC-5812	==========	==========	FLOOR MOUNTED

NOT FOR CONSTRUCTION

COMMUNITY SOLUTIONS
A GAI Consultants, Inc. Service Group
618 E. SOUTH STREET
SUITE 700
ORLANDO, FL 32801
407.423.8398
CERTIFICATE OF AUTHORIZATION: EB9951

PROJECT
ROGER'S PARK PAVILION DESIGN
LEESBURG, FL

CLIENT
CITY OF LEESBURG
550 SOUTH 14TH STREET
LEESBURG, FL 34748
(352) 728-9786

OWNER

CONSULTANTS
POWELL STUDIO ARCHITECTURE
ARCHITECTURE | INTERIOR DESIGN
115 SEMINOLA STREET ▲ LONGWOOD, FL 32750
PH: (352) 830-0004 ▲ FAX: (877) 809-7760
www.powellstudio.com
AA 0026226

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REGISTRATION

ISSUED FOR:

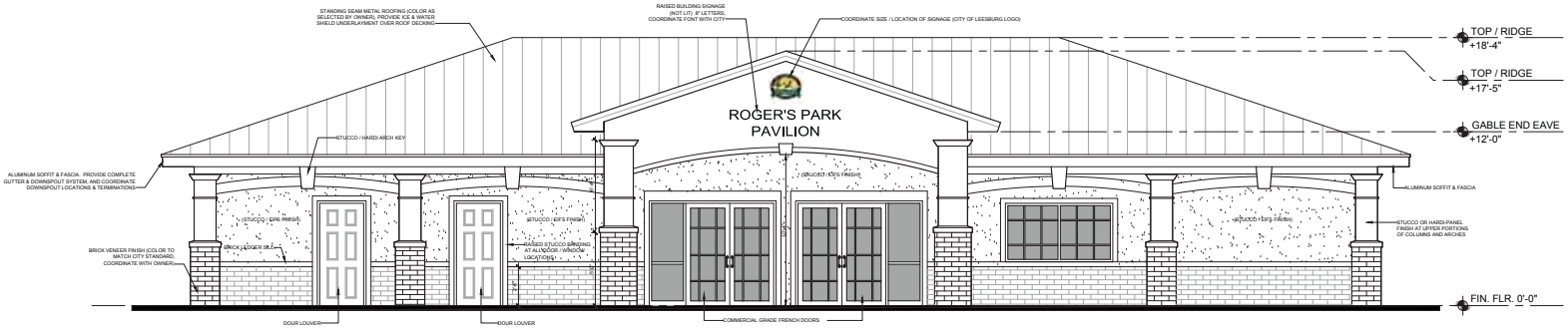
PROJECT NUMBER	A160170.00
DATE:	JUNE 10, 2016
SCALE:	SEE BELOW
DRAWN BY:	OM / GS / JP
CHECKED BY:	JP

DRAWING SCALE AND NORTH ARROW

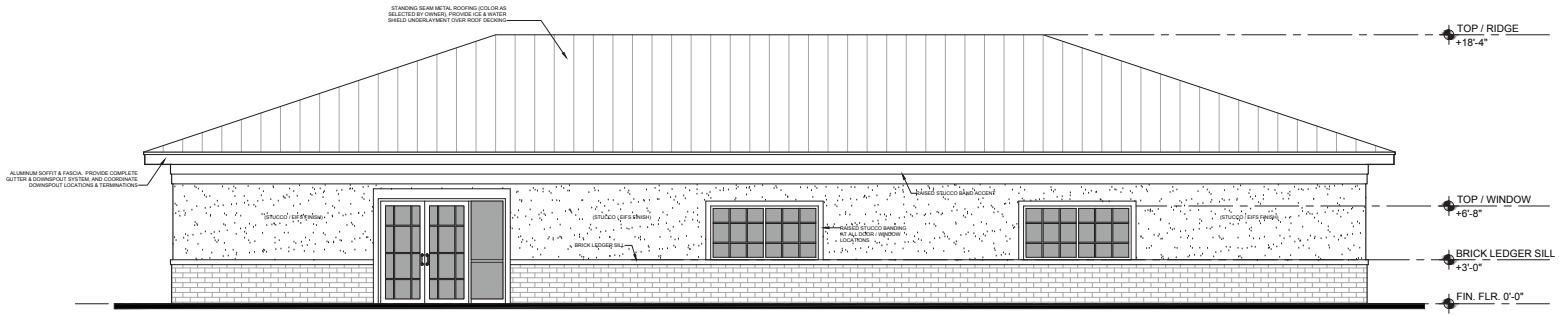
SHEET TITLE
FLOOR PLAN

SHEET NUMBER
A3.1

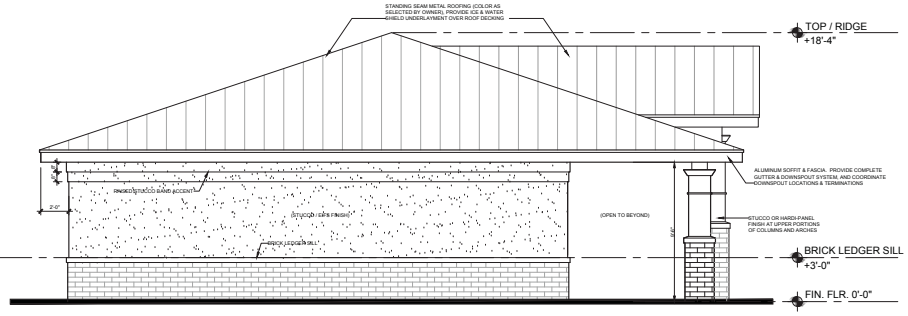
SHEET OF



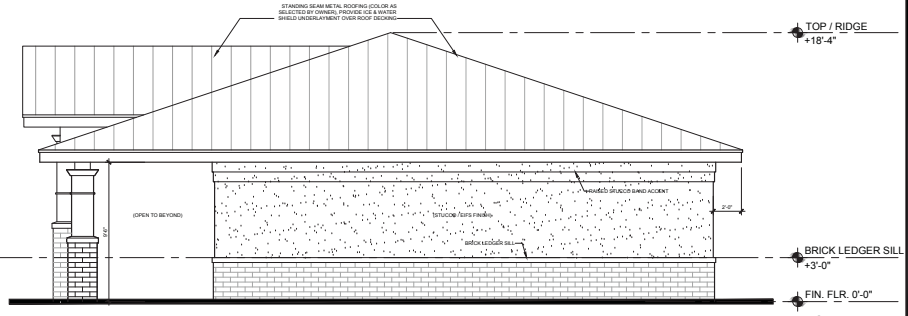
1 A4.0 FRONT ELEVATION
3/16" = 1'-0"



2 A4.0 REAR ELEVATION
3/16" = 1'-0"



4 A4.0 SIDE ELEVATION
3/16" = 1'-0"



3 A4.0 SIDE ELEVATION
3/16" = 1'-0"

NOT FOR CONSTRUCTION

COMMUNITY SOLUTIONS

A GAI Consultants, Inc. Service Group

618 E. SOUTH STREET
SUITE 700
ORLANDO, FL 32801
407.423.8398

CERTIFICATE OF AUTHORIZATION: EB9951

PROJECT
ROGER'S PARK PAVILION DESIGN
LEESBURG, FL

CLIENT
CITY OF LEESBURG
550 SOUTH 14TH STREET
LEESBURG, FL 34748
(352) 728-9786

OWNER

CONSULTANTS

POWELL STUDIO ARCHITECTURE
ARCHITECTURE | INTERIOR DESIGN

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REGISTRATION

ISSUED FOR:

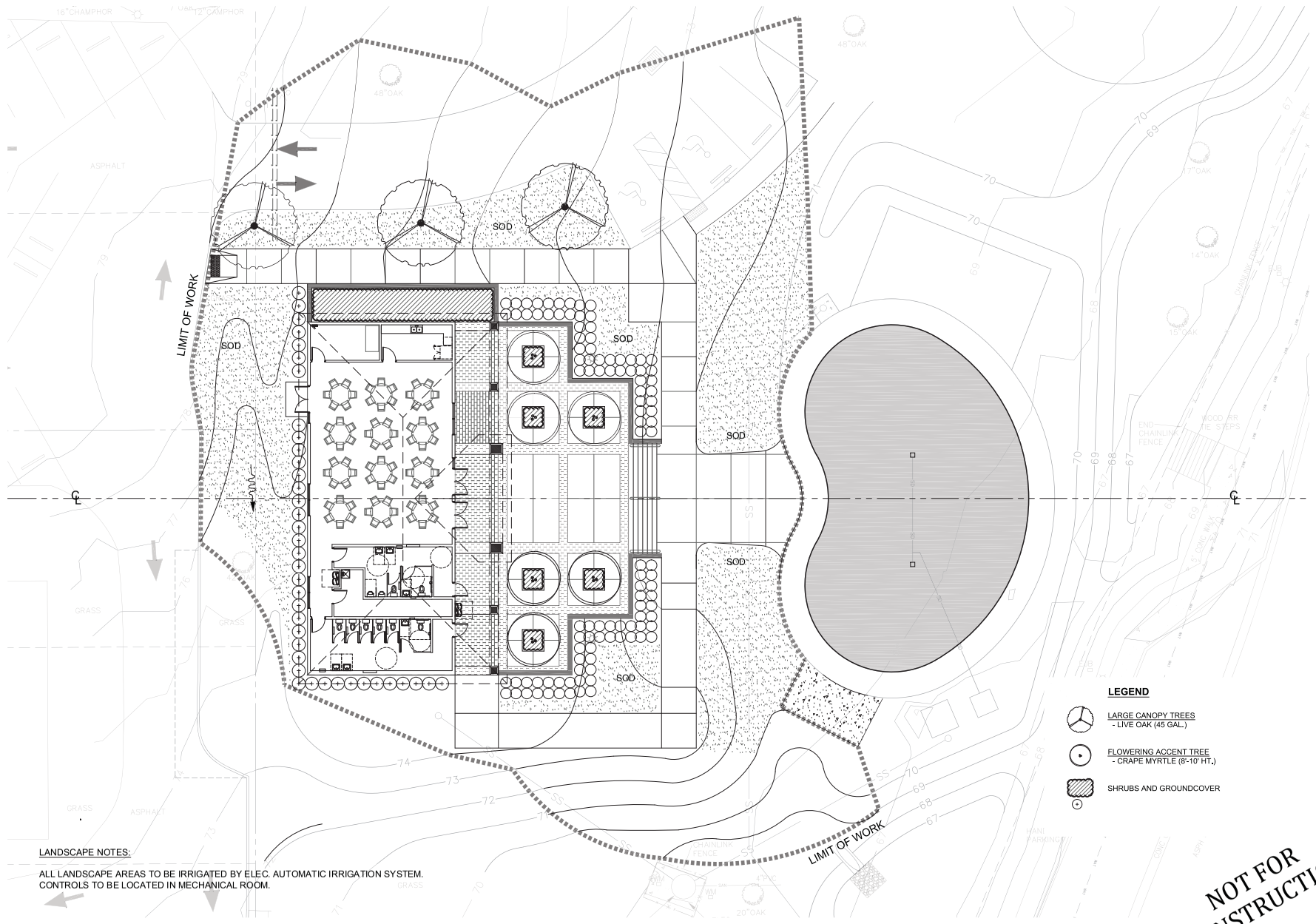
PROJECT NUMBER	A160170.00
DATE:	JUNE 10, 2016
SCALE:	SEE BELOW
DRAWN BY:	OM / GS / JP
CHECKED BY:	JP

DRAWING SCALE AND NORTH ARROW

SHEET TITLE
ELEVATIONS

SHEET NUMBER
A4.0

SHEET OF



LANDSCAPE NOTES:

ALL LANDSCAPE AREAS TO BE IRRIGATED BY ELEC. AUTOMATIC IRRIGATION SYSTEM.
CONTROLS TO BE LOCATED IN MECHANICAL ROOM.

NOT FOR CONSTRUCTION

COMMUNITY SOLUTIONS

A GAV Consultants, Inc. Service Group

618 E. SOUTH STREET
SUITE 700
ORLANDO, FL 32801
407.423.8398

CERTIFICATE OF AUTHORIZATION: EB9951

PROJECT
ROGER'S PARK
PAVILION DESIGN

LEESBURG, FL

CLIENT
CITY OF LEESBURG
550 SOUTH 14TH STREET
LEESBURG, FL 34748
(352) 728-9786

OWNER

CONSULTANTS

REGISTRATION

ISSUED FOR:

DESIGN CRITERIA	06 JUN 2016

PROJECT NUMBER	A160170.00
DATE:	JUNE 6, 2016
SCALE:	SEE BELOW
DRAWN BY:	LY
CHECKED BY:	FB

DRAWING SCALE AND NORTH ARROW

0 5 10 North

SHEET TITLE
LANDSCAPE PLAN

SHEET NUMBER
L3.0

SHEET OF

AGREEMENT FOR DESGIGN-BUILD
CONTRUCTION SERVICES

THIS AGREEMENT is made as of the 26th 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 **MARBECK CONSTRUCTION CO.** whose address is 614 E. Hwy 50, Ste. 324, Clermont, Florida 34711 (hereinafter referred to as the "CONTRACTOR").

WHEREAS, the CITY issued Request for Proposal (RFP) 160412 soliciting interested and qualified parties to submit a design-build proposal to provide design-build services for the Rogers Park Pavilion project (hereinafter referred to as the "Project").

WHEREAS, the CITY received three (3) responses to the RFP. Each of the responses were evaluated in accordance with evaluation method detailed in the RFO document.

WHEREAS, the CITY and CONTRACTOR have met and negotiated the final design and CONTRACTOR has provided a not to exceed amount of $489,000.00 for the construction of the Project.

WHEREAS, costs savings may be identified and realized by the CITY once the CONTRACTOR has completed the design and provided Construction Plans.

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 160412 in its entirety,
   c. The CONTRACTOR's response to RFP 160412,
   d. The CONTRACTOR's Final Design as approved by the Leesburg City Commission on July 28, 2016, and
   e. 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 Pavilion as described in the Contract 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 **$489,000.00**. 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 **RICK A. MARCHAND, President**. The primary contact person under this Agreement for the CITY shall be **DC MAUDLIN, 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

MARBEK CONSTRUCTION CO.

By: _____

Printed: Rick A Marbek

Its: President
(Title)

AGENDA MEMORANDUM

Item No: 6G.

Meeting Date: September 26, 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), Donald Lukich and Charles Townsend, which are attached for your review.

At the September 12, 2016 City Commission meeting, it was requested that staff bring a list of names of the current Planning Commission members whose terms are expiring, plus a list of persons seeking appointment to the Planning Commission. This list is as follows

Name	Position	Expiration
Expiring Terms – Members Seeking Appointment		
1. James Argento	Chairman	2016
2. Charles Townsend	Commissioner	2016
3. Donald Lukich	Commissioner	2016
Applicants Seeking New Appointment		
A. Wiley Hamilton	Applicant	
B. Jay Maddux	Applicant	
Unchanging Members		
4. Clell Coleman	Vice-Chairman	2017
5. Agnes Berry	Commissioner	2017
6. Ted Bowersox	Commissioner	2018
7. Frazier Marshall	Commissioner	2018
8. Stewart Kaplan	Alternate	2018

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:** Comm Dev, P& Z **Prepared by:** Dan Miller, P& Z Mgr **Attachments: Yes X No** **Advertised: Not Required** **Dates:** **Attorney Review: Yes No** **Revised 6/10/04**	**Reviewed by: Dept. Head** **Finance Dept.** **Deputy C.M.** **mwr** **City Manager**	**Account No.** 001-6151-515-3110 **Project No.** **WF No.** **Budget** **Available**

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, Donald Lukich, 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 26th 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. Jo. 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. Jo. 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	✓	No
If Yes – Dates Served:	6 years		
Name of Board or Committee:	Planning & Zoning		

	Library Board		Historic Preservation Board
	Planning Commission		Greater Leesburg CRA
	Carver Heights & Vicinity CRA		General Employees Retirement Board of Trustees
	Fire Department Pension Board of Trustees		Police Department Pension Board of Trustees
	Other (Specify):		

I will attend meetings in accordance with the adopted policies of the City of Leesburg. If at any time my business or professional interests conflict with the interests of the Advisory Body, I will not participate in such deliberations.

Signature of Applicant	Return To:	City Clerk's Office City of Leesburg P.O. Box 490630 Leesburg, FL 34749-0630

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	State 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: US 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	✓	No
If Yes – Dates Served:	10/10 – Present		
Name of Board or Committee:	Planning Commission		

	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.

Jan Argento 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:	DONALD LUKICH
Mailing Address:	1412 MOSSWOOD DRIVE		
Home Address:	SAME		
Home Telephone Number	787-7728		
Business Name & Type	NONE		
Business Address:			
Business Telephone Number:			
Position			

Education, Training Or Experience Related To The Activities Of The Advisory Body To Which Appointment Is Sought:

BUSINESS MAN

Professional Organizations/Membership:

NONE

Have You Served On A City Board Or Committee In The Past?	Yes	X	No
If Yes – Dates Served:			
Name of Board or Committee:			

PLANNING + ZONING

	Library Board		Historic Preservation Board
X	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