

**AMENDED AGENDA
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, MAY 8, 2023 5:30 PM**

1. CALL TO ORDER

INVOCATION

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

2. PROCLAMATIONS:

- A. Recognizing the Leesburg High School FFA Chapter**
- B. Recognizing the Leesburg High School Boys Weightlifting Team**
- C. Water Reuse Week**

3. PRESENTATIONS:

- A. None**

4. 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.

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. None**

B. PURCHASING ITEMS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Agreement with Edgewater Resources FL, LLC. for professional services related to Venetian Cove Marina Improvements for an amount not to exceed \$213,100.00; and providing an effective date.**
- 2. Purchase request for the upgrade of the City's Network Switches.**

C. RESOLUTIONS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute and correct a scrivener's error with the job classification for the Police Department position of "Crime Scene Technician" to "Crime Scene Investigator"; and providing an effective date.**
- 2. Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Villages of West Lake Unit No. 78, a subdivision of the City of Leesburg, Florida, being a portion of Section 16, Township 20 South, Range 24 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Villages of West Lake Unit No. 78)**
- 3. Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Villages of West Lake Unit No. 79, a subdivision of the City of Leesburg, Florida, being a portion of Section 16, Township 20 South, Range 24 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Villages of West Lake Unit No. 79)**
- 4. Resolution of the City Commission of the City of Leesburg, Florida accepting a Utility Easement to the City of Leesburg from Carl A. Smith, Trustee of the Carl A. Smith Family Trust dated February 22, 2016, for the purpose of granting the City a Utility Easement over the property described therein; and providing an effective date.**
- 5. Resolution of the City Commission of the City of Leesburg, Florida, creating authorized signatories as required by TD Bank NA to honor all checks, drafts, or other orders for payment of money drawn in the name of the City of Leesburg; providing a sample of said individuals signature; and**

providing an effective date.

6. **Resolution of the City of Leesburg, Florida, pertaining to the Urban County Cooperation Agreement relating to the Community Development Block Grant Program; providing for approval of agreement and authorization to execute; providing for the implementation of administrative actions; providing a savings clause; providing for scrivener's errors; providing for conflicts; providing for severability; and providing an effective date.**

**6. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:
COMPREHENSIVE PLAN INFORMATION SIGN-UP SHEET (YELLOW)
AVAILABLE**

A. SECOND READING OF ORDINANCES

1. **None**

B. FIRST READING OF ORDINANCES

1. **None**

C. NON-ROUTINE ITEMS

1. **None**

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

- A. None**

8. CITY ATTORNEY ITEMS:

9. CITY MANAGER ITEMS:

10. ROLL CALL:

**11. 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.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.1.

Meeting Date: May 8, 2023

From: Aaliyah Davis, (Purchasing Manager), Travis Rima, (Recreation Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Agreement with Edgewater Resources FL, LLC. for professional services related to Venetian Cove Marina Improvements for an amount not to exceed \$213,100.00; and providing an effective date.

Staff Recommendation:

Staff recommends awarding Request for Qualifications (RFQ) 230603 to Edgewater Resources FL, LLC. and approval of the resolution authorizing execution of the Agreement for Professional Design Services.

Analysis:

This project consists of the design and enhancement of the Venetian Cove Marina located at the NW portion of Lake Harris in The Venetian Cove at 250 Ballpark Road, Leesburg, Florida 34748. The purpose of this proposed project is to continue to develop the Lakefront into a local and regional attraction.

The Marina currently has 44 wet slips, 145 dry slips, fuel, offices, boat maintenance bay, restrooms, concessions, and parking. The current building consists of a 1,750 square foot trailer, two offices, a reception/main seating area, restrooms, unleaded gas tank in front of the building, and a diesel gas tank near the forklift loading area.

The City now contemplates various improvements to the Marina that will improve and expand the usage of the facility. The goal of this project is to (1) construct a new marina building with two small offices, a reception area and bathrooms to replace the existing dilapidated trailer; (2) consider a concession/kitchen area; and, (3) install additional wet slips/floating docks.

This project has been modified from a Construction Manager at Risk procurement method to a "Design, Bid, Build" concept to compare procurement methods in the current construction market, which has experienced significant inflation. The goal is to be able to accomplish all three additions, but pick and choose options based on construction bids. The design fee is approximately 10% of the budget, which has been reserved with American Recovery Program grant funds.

Procurement Analysis:

The Procurement Division issued Requested for Qualifications (RFQ) 230603 in accordance with Florida Statute 287.055 – Consultants Competitive Negotiation Act (CCNA) that regulates the process that government entities must use to select and contract with an engineer or architect.

The City received two (2) responses to the RFQ. Following evaluations by the Evaluation Committee, the following consensus ranking was established:

1. Edgewater Resources FL, LLC. – 80.67%
2. Halff Associates, Inc. – 76.17%

Staff negotiated the Scope of Services and fee with the top ranked firm as required by Florida Statute 287.055.

Options:

1. Award RFQ 230603 to Edgewater Resources FL, LLC. and approve the resolution authorizing execution of the Professional Services Agreement as present; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The current Capital Projects budget includes \$2,000,000 of American Rescue Plan Act funds for this project.

Account No.	031-8125-572-3130
Project No.	310081
WF No.	WF1454563
Budget	\$2,000,000.00
Available	\$1,996,170.00

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
AN AGREEMENT WITH EDGEWATER RESOURCES FL, LLC. FOR
PROFESSIONAL SERVICES RELATED TO VENETIAN COVE MARINA
IMPROVEMENTS FOR AN AMOUNT NOT TO EXCEED \$213,100.00; 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 EDGEWATER RESOURCES FL, LLC. whose address is 2001 N Federal Highway, Suite G204, Pompano Beach, Florida, 33062 for PROFESSIONAL DESIGN SERVICES - MARINA IMPROVEMENTS (RFQ 230603).

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 on the 8th day of May 2023.

Mayor

ATTEST:

City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made as of the 8th day of May in the year 2023, 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 **EDGEWATER RESOURCES, LLC.** whose address is 2001 N Federal Highway, Suite G204, Pompano Beach, Florida 33062 (hereinafter referred to as “PROFESSIONAL” or “EDGEWATER”).

WHEREAS, the CITY issued Request for Qualifications (RFQ) 230603 to contract with a qualified professional or firm to provide professional services to design Venetian Cove Marina Improvements.

WHEREAS, the CITY evaluated all responses to RFQ 230603 in accordance with Florida Statute 287.055 – Consultants Competitive Negotiation Act and Edgewater Resources, LLC. is the top ranked firm among all firms submitting proposals;

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

1. **Contract Documents.** The following documents and information are incorporated by reference and made part hereof; and shall comprise the Contract Documents.
 - a. This Agreement; and
 - b. PROFESSIONALS response to RFQ 230603 submitted February 28, 2023 at 12:47 PM EST; and
 - c. PROFESSIONALS Service Proposal included as Attachment ‘A’.
2. **Services.** The PROFESSIONAL shall perform the services as described in PROFESSIONAL’s Scope of Services included as Attachment ‘A’ and generally described as, Professional Engineering Services. Nothing herein shall limit the CITY'S right to obtain proposals or services from other professionals for similar projects.
3. **Compensation.** The PROFESSIONAL shall perform the Services for a total price not to exceed **\$213,100.00** unless the CITY has executed a written change order approving any increase in compensation.
4. **Payment.** CITY shall compensate PROFESSIONAL for their services in accordance with the Florida Prompt Payment Act and the Terms and Conditions of this Agreement.

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

6. **Term.** 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 the provisions.

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

a. **For Convenience**

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

b. **Termination for Default**

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

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and

remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- i. **Termination by Owner:** The CITY may terminate this Agreement in whole or in part, for the failure of the PROFESSIONAL to:
 - 1. Perform the services within the time specified in this contract or by CITY approved extension;
 - 2. Make adequate progress so as to endanger satisfactory performance of the Project;
 - 3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

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

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

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

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

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

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

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

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

- i. Except for workers' compensation and professional liability, the PROFESSIONAL'S insurance policies shall be endorsed to name the CITY OF LEESBURG as additional insured to the extent of the agreement, contract or lease.
- j. The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows:
 - City of Leesburg
 - Attention: Aaliyah Davis, Purchasing Manager
 - P.O. Box 490630
 - Leesburg, Florida 34749-0630
- k. The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
- l. The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.
- m. The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.
- n. The PROFESSIONAL, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the PROFESSIONAL'S liability coverage(s).

9. **Individual Liability.**

**PURSUANT TO SECTION 558.0035, FLORIDA
STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT
OF PROFESSIONAL MAY NOT BE HELD
INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

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

indemnify the CITY against losses arising from the negligence, or willful, wanton, or intentional misconduct of the CITY, its officers, agents and employees, or against statutory violations or punitive damages except to the extent caused by or resulting from the intentional misconduct or negligent acts or omissions of the PROFESSIONAL, or any contractors, subcontractors, sub-subcontractors, materialmen, or agents or employees of any of them, providing labor, services, or materials in connection with this Agreement.

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

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

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

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

14. **Public Records Retention.** PROFESSIONAL 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 PROFESSIONAL herein in accordance with Chapter 119, Florida Statutes. PROFESSIONAL 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. PROFESSIONAL shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the PROFESSIONAL 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 PROFESSIONAL in a format that is compatible with the information technology systems of the CITY.

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

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

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

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

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

20. **Jurisdiction.** The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of

any litigation arising under or construing this Agreement, venue shall lie only in Lake County, Florida.

21. **Contact Person.** The primary contact person under this Agreement for the PROFESSIONAL shall be Ronald Schults, PE, President/CEO (email: rschults@edgewaterresources.com). The primary contact person under this Agreement for the CITY shall be Travis Rima, Director of Recreation (email: travis.rima@leesburgflorida.gov).

22. **Notices.** All notices required under this Agreement shall be in writing and sent by United States mail, certified or registered, with return receipt requested and postage prepaid, or by nationally recognized courier service to the address of the party set forth below. Any such notices shall be deemed given when received by the party to whom it is intended.

PROFESSIONAL: Ronald Schults, PE
2001 N Federal Hwy, Suite G204
Pompano Beach, FL 33062
Phone: 954.805.4535
Email: rschults@edgewaterresources.com

CITY: City of Leesburg
Attn: Aaliyah Davis, Purchasing Manager
204 N. 5th Street
Leesburg, FL 34748
Phone: 352.728.9880
Email: Aaliyah.davis@leesburgflorida.gov

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

24. **Employment Eligibility.** The PROFESSIONAL is obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates

the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than TWENTY (20) calendar days after the date of termination. If this contract is terminated for a violation of the statute by the CONTRACTOR, the CONTRACTOR may not be awarded a public contract for a period of ONE (1) year after the date of termination.

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

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

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

EDGEWATER RESOURCES, LLC.

By: _____

Printed: _____

Its: _____
Title

THE CITY OF LEESBURG, FLORIDA

By: _____
James A. Burry Jr., Mayor

ATTEST:

J. Andi Purvis, City Clerk

Approved as to form and content:

William Watson, City Attorney

April 25, 2023

Aaliyah Davis, Purchasing Manager
City of Leesburg
501 W Meadow St. Leesburg, FL 34748

Via email: aaliyah.davis@leesburgflorida.gov

Re: Professional Engineering Services

Dear Ms. Davis,

The following will serve as our proposal to provide professional marine and civil engineering, architectural, and planning services for the Venetian Cove Marina improvements/expansion project:

I. BACKGROUND

Edgewater Group was selected by the Leesburg selection committee to be the preferred consultant for assisting the city to develop plans, specifications, bids and contract documents to re-develop the Marina property. Two key components of the project include construction of an approximate 1,700 square-foot building that would have offices and public restrooms, with an alternate plan that would expand the building to include a small kitchen/restaurant type area, including fryer, hood, etc. The second component would be a Marina expansion for approximately 34 additional slips. The total budget for both projects is approximately \$2 million, and the city would like to proceed as soon as possible.

II. SCOPE OF SERVICES

We have identified the following engineering services to assist you in the implementation of the project:

Task A. Existing Conditions/Data Collection/Base Maps

This task would include several elements, including the following:

I. Bathymetric Survey

The purpose of the bathymetric survey is to identify the existing water depths for use in long-term planning for the marina master plan (potential dredging requirements).

The bathymetric survey would be conducted with spot elevations throughout the marina basin and the outer harbor as appropriate, a contour map would also be created. Our engineers would provide the labor and equipment; however, we would utilize a boat which would be provided by Venetian Cove Marina for this task. We estimate 8-16 hours will be needed for the survey (weather dependent). We would not need an operator for the boat.

2. Aerial-Geomatic Survey

The second element is an aerial-geomatic survey. This work would have one of our engineers utilize a drone to capture aerial images and 3D data to aid in the preparation of a base map which would later be used in the planning and design stages of the project.

3. Existing Conditions Base Map

This step would include preparation of existing conditions drawing in a combined plan that would incorporate boundary information, geotechnical report, sanitary, stormwater, potable water and site utilities in a comprehensive base map. We assume the city would provide the land surveys (if available) and utility plans for us to incorporate into a base map.

Task B. Preliminary Site Study and Report

The purpose of this task would be to identify the best alternatives for both the wet-slip expansion and the redesign of the existing marina building. Edgewater would approach these steps with a

priority on value engineering to achieve the city's desired budget. We would prepare estimated budgets for the alternatives that are considered and compile all the data into a report for the city. This task would include building elevations and floor plans and marina alternate layouts, phasing, and budgets.

Task C. Permits

Based on an approved master plan we would prepare permit applications and file and process the permits to the City, County, FDEP and USACE.

Task D. Final Design, Bid and Construction Documents

Based on the approved plans and permits, we would then proceed to the final design process to proposal final detailed plans specifications, bid and construction documents to build the project.

1. Schematic Design Phase Services

Edgewater would evaluate the alternatives presented in the report based on permitting/approvals feasibility, constructability, and economic benefit. Following discussion with the city, we would complete design of the selected alternates. Design documents shall consist of drawings, site plans, preliminary building plans, and preliminary sections and elevations as appropriate.

2. Design Development Phase Services

This step would include preparing typical sections, typical details, and diagrammatic layouts of buildings and marina components. Structural, mechanical, and electrical details would be incorporated into this task so the size and character of the proposed construction can be set. Identification of major materials and systems, in general, along with their quality levels will be completed during this task. These documents would be prepared for City approval with an updated budget.

3. Construction Documents Phase

Following the city's approval of the design development plans, Edgewater would prepare construction documents which would describe the further development of the approved designs. These documents would consist of drawings and specifications that detail the quality levels and

performance criteria of materials and systems and other requirements for the construction of the project. The contractor(s) selected would provide additional information including shop drawings, product data, samples, and other similar submittals for Edgewater to review and approve.

4. Procurement Phase Services

As identified above, we would break the bid packages down into an upland, or general construction contract which would be for the building containing a base bid and the restaurant as an alternate. A second bid document and plans would be prepared for the marina expansion, which marine contractors could bid on. This would include not only the dockage, but also the slip utilities, etc.. Edgewater would assist the city through the bidding process by:

1. Facilitating the distribution of construction documents to prospective bidders.
2. Organizing and conducting pre-bid conferences.
3. Preparing responses to questions from potential bidders and providing clarifications.
4. Organizing and conducting the opening of the bids and distributing the bidding results as directed by the city.

The same steps would be taken for proposal requirements and proposed contract documents as necessary. We would attend pre-bid meetings and answer questions/RFI's as appropriate. Additionally, we will prepare a bid tabulation with recommended bidders for the work.

5. Construction Phase Services

Edgewater shall provide administration of the contract between the city and the contractor(s) through the following services:

1. Advisory and consultation with the city during construction.
 2. Regular evaluation of work and quality/performance checks.
 3. Interpretations and decision making as necessary for contractual clarification.
 4. Certification of contractors' payment applications.
 5. Review and approval of submittals, RFIs, etc.
 6. Review and approval of minor change orders and design adjustments.
 7. Final inspection, certificate of substantial completion, final certificate of payment, etc.
-

III. COST OF SERVICES

	<u>Design Fees</u>
Task A. Existing Conditions/Data Collection/Base Maps	\$9,800
Task B. Preliminary Site Study and Report	\$3,800
Task C. Permits	
Permit Applications-Initial Filing	\$8,500
Permit Processing (6 to 12 Months)	\$10,000 – 20,000
Subtotal NTE	\$32,100-42,100
Task D. Final Design and Bid and Construction Documents*	
1. Schematic Design	\$24,000
2. Design Development	\$32,000
3. Construction Documents	\$62,000
4. Procurement Phase Services	\$8,000
5. Construction Administration Phase Services	\$40,000
Subtotal NTE	\$166,000
Allowance for Reimbursable Expenses	\$5,000
Grand Total NTE	\$203,100 – 213,100

*Based on \$2,000,000 of Construction value with 2 bid packages

IV. EXCLUSIONS

1. All permit fees and standard costs to obtain or file public documents will be paid directly by the Client or reimbursed to the engineer.
 2. There are no property ownership or other legal issues that will complicate the permitting process.
 3. No negotiation or review of restrictive covenants, conservation easements, or similar agreements will be required. However, we will identify all easements, etc., per ALTA survey which will be provided by the owner (if available).
 4. Standard reimbursable expenses will be billed at cost. These include travel, lodging, printing documents, etc.
 5. No Mitigation Plans/Seagrass Surveys/Benthic Surveys/Basin Flushing Studies or other technical studies are included (Can be provided at an additional cost when required by agencies).
 6. Cost of access to a boat throughout related bathymetric survey task is not included but will be billed at cost or provided by the City.
 7. Upland site infrastructure plans of existing conditions including water, sewer, electrical, etc. will be provided by owner/city.
 8. Soil Borings/Geotechnical Evaluation to be provided by the City or reimbursed to the engineer.
 9. Copies of all previous Local/State/Federal permits will be provided by the client or reimbursed to the engineer.
-

We look forward to your favorable review of this proposal and the opportunity to be of service. We will bill monthly per normal business operations based upon work completed to date.

Sincerely,



EDGEWATER GROUP FL, LLC
Ronald E. Schults, PE
CEO | Principal

Accepted By:

Client Signature

Print Name

Date

CC: Erik Schults, EIT – Vice President
Jennefer Bess - Office Manager
Brock Petrak, EIT - Engineer

Attachments:

General Terms and Conditions
Edgewater Certificate of Insurance

GENERAL TERMS AND CONDITIONS

1. The General Terms and Conditions outlined below are part of the attached letter agreement and are hereby incorporated by reference. If EDGEWATER RESOURCES FL does not receive a response to the letter agreement within ninety (90) days, the fees and conditions for the design services will be subject to change. Please read these General Terms and Conditions carefully. Your acceptance of this agreement constitutes your acceptance of the foregoing terms and conditions.
2. The standard of care for all professional services performed or furnished by EDGEWATER RESOURCES FL under this agreement will be the skill and care used by landscape architects, architects, engineers, and surveyors practicing under similar circumstances at the same time and in the same locality. EDGEWATER RESOURCES FL makes no warranties, either express or implied, under this agreement or otherwise, in connection with EDGEWATER RESOURCES FL' services.
3. The Client shall provide EDGEWATER RESOURCES FL with a development program and site information regarding the requirements and objectives for the Project. Additionally, EDGEWATER RESOURCES FL shall be entitled to rely upon the accuracy and completeness of any information, reports and/or site surveys/base information supplied by the Client or by others authorized by Client.
4. If EDGEWATER RESOURCES FL' services under this letter agreement do not include services during the construction phase of the project, then Client assumes all responsibility for the application and interpretation of EDGEWATER RESOURCES FL' drawings, specifications and other instruments of service; the observation and evaluation of Contractor's work and the performance of any other necessary construction phase landscape architectural or professional services; and Client waives any claims against EDGEWATER RESOURCES FL that may be connected in any way thereto.
5. Unless otherwise stated in the attached letter agreement, the Client shall pay all out-of-pocket expenses, in addition to professional fees. Out-of-pocket expenses are defined as actual expenditures made by EDGEWATER RESOURCES FL, their employees, and/or professional consultants in the interest of the project and include, but are not limited to the following expenses:
 - a. Vehicle Travel from Pompano Beach to Site at current federal rate 0.625\$/Mile
 - b. Hotel accommodations
 - c. Meals
 - d. Ground transportation, i.e., rental cars and taxis, private charter, public conveyance, and watercraft
 - e. Postage, freight, overnight express mail and courier services
 - f. Blueprinting, photocopying, reproductions and printing
 - g. Photographic supplies and processing
 - h. Study model materials
 - i. Special renderings, models, photographs and custom presentations, when authorized by Client

The above listed items will be billed at the actual cost. For specialty consultant services, as well as laboratory testing and analysis, Client will be charged an additional 10% fee by Edgewater.

6. All documents prepared or furnished by EDGEWATER RESOURCES FL pursuant to this agreement are instruments of EDGEWATER RESOURCES FL' professional service. Upon payment in full for these professional services, EDGEWATER RESOURCES FL shall grant joint ownership of such documents. Reuse, reproduction, modification of such documents by Client, without EDGEWATER RESOURCES FL's written permission, shall be at Client's sole risk

and Client agrees to indemnify and hold EDGEWATER RESOURCES FL harmless from all claims, damages, and expenses, including attorney's fees, arising out of such reuse by Client or others acting through Client.

7. If special drawing modifications are requested when transferring electronic media, i.e., CAD format, special blocks, drawings, setting up special layering for files, etc., the associated time with the requested modifications will be billed at cost plus 10%. Prior to the preparation of transfer media, both parties will agree upon the special modifications.
8. Client acknowledges that the information and data delivered to Client in machine editable copies of the documents, such as CAD files, may vary from that contained on paper copies of the documents and/or read-only digital media files, such as PDF files. Variances may be due to the use of different software, hardware, or output devices by Client or others from those used by EDGEWATER RESOURCES FL for original preparation and printing of the documents. The provided hard copies and/or read-only digital media shall govern in the event of any inconsistency or discrepancy between the two.

Client acknowledges that the conversion of machine editable documents from the system or format employed by EDGEWATER RESOURCES FL to that of Client or others cannot be accomplished without the introduction of inexactitude, abnormalities, and errors. In the event documents provided to Client in machine-readable form are so converted, Client agrees to assume all risks associated therewith and, to the fullest extent permitted by law, to hold harmless and indemnify EDGEWATER RESOURCES FL and EDGEWATER RESOURCES FL's professional associates and consultants from and against all arising claims, liabilities, losses, and expenses including attorney fees.

9. All fees and reimbursable expenses will be invoiced monthly and shall be payable in net U.S. Dollars drawn upon a U.S. Bank unless otherwise stated in this letter agreement. The Client understands and acknowledges that these fees are net of any non-U.S. taxes and/or tariffs. If a retainer is received by EDGEWATER RESOURCES FL, it will be applied to the final payment due unless otherwise stated in this letter agreement.
10. In the event the Client should use a foreign bank as its payment bank, the Client shall wire the funds in U.S. Dollars, net of any transaction fees AND LOCAL TAXES (LOCAL TO THE PROJECT), to EDGEWATER RESOURCES FL's local bank using the following information:

Wiring instructions:

Account Name/Address: EDGEWATER RESOURCES FL, LLC
2001 N Federal Hwy
Pompano Beach FL, 33062

ABA Bank Routing Number: 267084199

Bank Account Number: 1244043562

Bank Name/Address: PNC Bank
1100 N Federal Hwy
Fort Lauderdale, FL 33304

11. All invoices are payable upon receipt. In the event payment is not received within thirty (30) days of invoice date, the past due balance may be assessed an interest penalty of one and one-half percent (1 ½%) per month.

In the event EDGEWATER RESOURCES FL does not receive payment within sixty (60) days, EDGEWATER RESOURCES FL may stop work on the project until payment is received. Stoppage of work by EDGEWATER RESOURCES FL due to non-payment of invoices beyond sixty (60) days will not be deemed as a default under the terms of this letter agreement. An additional fee may be required to stop and restart work due to nonpayment.

12. In the event that the project is suspended for more than forty-five (45) days, through no fault of EDGEWATER RESOURCES FL, EDGEWATER RESOURCES FL shall be entitled to payment for services on a percentage of completion basis for all completed work.
13. The Client agrees that this letter agreement shall be interpreted according to the laws of the state where the contracting EDGEWATER RESOURCES FL office is located and agrees to reimburse EDGEWATER RESOURCES FL for reasonable attorney's fees, court costs, and all expenses including without limitation, all such fees, costs, and expenses incidental to arbitration, appeals, and post-judgment proceedings that it may expend in enforcing this letter agreement. In the event of any such dispute, Client agrees that the court venue will be located in Berrien County, Michigan, or the court venue local to the EDGEWATER RESOURCES FL office performing the work.
14. Signature of the attached letter agreement will signify the Client's acceptance of all the Terms and Conditions outlined herein. Accordingly, the Client warrants that the necessary funds are available to pay EDGEWATER RESOURCES FL for the services and expenses outlined in this letter agreement and that these funds are not encumbered nor contingent upon subsequent approvals, permits or financing commitments.
15. The Client may terminate this Agreement without cause with ten days written notice and may terminate with cause upon seven days written notice by certified mail, facsimile, or private courier. The Client may direct EDGEWATER RESOURCES FL to immediately stop work in the event of a termination with cause.

EDGEWATER RESOURCES FL shall give the Client ten days written notice of EDGEWATER RESOURCES FL's intention to terminate or suspend provision of services. This notice shall specify EDGEWATER RESOURCES FL's reason(s) for the intended termination or suspension and shall state with specificity the means by which the Client may cure the asserted grievance. If the Client, through no fault of EDGEWATER RESOURCES FL, fails to cure the asserted grievance within seven days thereafter, this Agreement may be immediately terminated by EDGEWATER RESOURCES FL.

In the event of termination, EDGEWATER RESOURCES FL shall be compensated for all services fully and satisfactorily performed until such termination date, together with Reimbursable Expenses incurred.

16. This letter agreement will be valid for the duration of the project.
17. In no case shall EDGEWATER RESOURCES FL's liability exceed the amount of the fees for this agreement.

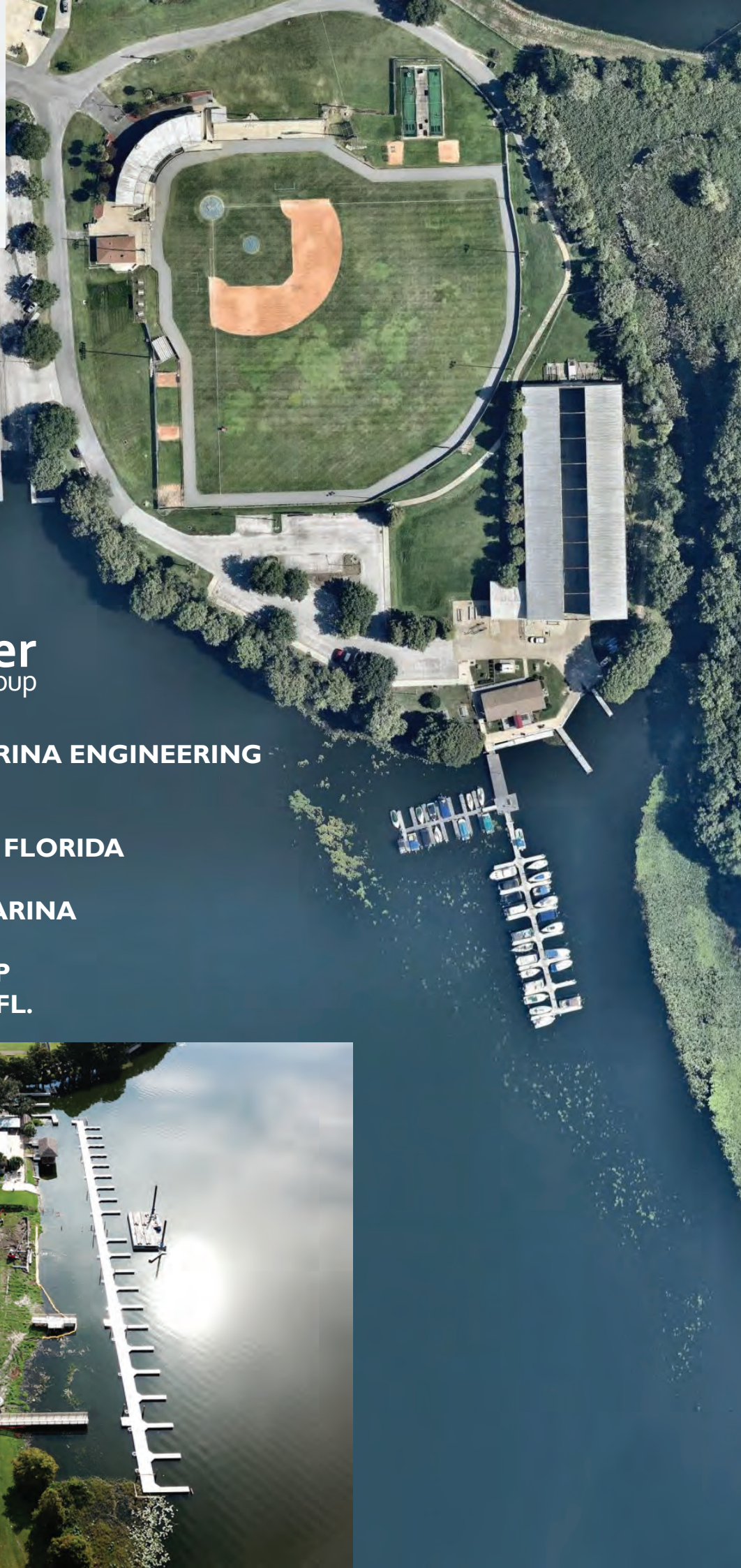


PROPOSAL FOR MARINA ENGINEERING SERVICES

CITY OF LEESBURG, FLORIDA

VENETIAN COVE MARINA

**EDGEWATER GROUP
POMPANO BEACH, FL.**



Aaliyah Davis, Purchasing Manager
City of Leesburg
501 W Meadow St, Leesburg, FL 34748
Phone: (352) 728-9880
Via email: aaliyah.davis@leesburgflorida.gov

February 26, 2023

Re: Request for Qualifications 230603 - City of Leesburg, Florida
Venetian Cove Marina Improvements

Dear Ms. Davis,

Thank you for the opportunity to provide a proposal for engineering services for the Venetian Cove Marina Improvement project. Edgewater is prepared to assist in the creation of an exciting marina improvement plan which will address your vision and goals for the Marina. This letter serves as your introduction to the Edgewater Group and our proposed scope of work/program and identifies our significant expertise in providing Municipal Marina Master Planning and Solutions.

Edgewater has reviewed the RFP and understands the scope of the work, and is uniquely qualified to deliver master planning, architectural plans, landscape architecture, engineering, entitlement, permitting, and project management for the City of Leesburg. We have the experience on over 400 marina projects nationwide and have the skills to take the city through all facets of the project, from planning and conceptual designs, entitlements, final engineering, and construction & operations.

As requested in Section 0 (Page 2 of 9) it is hereby stated that this letter of transmittal is made without collusion with any other person or entity submitting a proposal pursuant to this RFQ, and if selected, the Edgewater Group will negotiate in good faith.

We look forward to your review of our proposal and the opportunity to provide these services to you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ron Schults'.

Ronald E. Schults, PE
President / CEO

A handwritten signature in black ink, appearing to read 'Erik Schults'.

Erik R. Schults, EIT
Vice President



PROJECT DESCRIPTION [From RFP]

This project consists of the design and enhancement of the Venetian Cove Marina located at the NW portion of Lake Harris in The Venetian Cove at 250 Ballpark Road, Leesburg, Florida 34748. The location that the marina is currently located was once part of the cove and a ball field. The purpose of this proposed project is to continue to develop the Lakefront into a local and regional destination.

The location currently has at the Venetian Cove Marina 44 wet slips, 145 dry slips, fuel, offices, boat maintenance bay, restrooms, concessions, and parking. The current build consists of a 1750 square foot trailer, two offices, reception/main seating area, restrooms, unleaded gas tank in front of the building, and a diesel gas tank near the forklift loading area. The City now desires to make various improvements to the Marina; improvements that will develop and expand the usage of the Marina.

The City now desires to make improvements to the Venetian Cove Marina. The goal of this project is to enhance the facility located at the Venetian Cove and the Marina. Anticipated upgrades include, a new marina building with two small office, a reception area and bathrooms to replace the existing trailer, a concession/kitchen area, and additional wet slips/floating docks.

The City anticipates the construction of the improvements will potentially be a multi-year phased project. The City expects to start with those improvements identified as 'most needed' by the organizations currently using the Marina.

PROJECT APPROACH [Section I _ SF-330 Part I A-D]

Based upon our experience with similar Municipal Marina projects, Edgewater, has identified the following project approach to assist the city of Leesburg in successful implementation of its goals and vision for the Venetian Cove Marina project. We are flexible in our approach and these tasks, and would certainly modify the approach as needed to better suit the city's needs as appropriate.

Task I. Existing Conditions/Base Maps/Needs Assessment (Per RFP)

This task would include assembling existing drawings, documents of the existing property, including prior permits, plan, specifications, and contract documents, and recent planning which has defined the current scope of the work.

Additionally, Edgewater would conduct an existing condition survey of the uplands utilizing state of the art drone technology. We would also perform a bathymetric survey of the submerged land surrounding the marina to identify a water depths and features including the underwater topography referenced to low water datum.

The deliverable for existing conditions would be a compilation of previous plans, drawings and documents, in addition to the high-resolution drone plan view images and high resolution, 3-D imagery, looking out at the water, and from the water back to the land for future planning, and design purposes. We would also produce a hydrographic survey based upon the water datum conditions in accordance with state and federal standards for Bathymetric Surveys.



This task would also include meeting with the appropriate marina committee and other special interest groups with regard to the project to identify the previous history and direction of work completed to date, in addition to the future vision for both the wet slips, drystack and other upland buildings, including restrooms, etc. Our strategy would be to first identify a bubble diagram, showing the relationship of the various project components and follow up with a high-level schematic plans of all features on the site. We would also produce a narrative report and “Lookbook” of the proposed improvements, with examples and imagery, taken from other projects, that would identify the project direction as appropriate.

Meetings

We would anticipate a number of public meetings with the steering committee members, in addition to the public, and or public, hearings, as appropriate and directed by the city. We can provide a public forum/design charrette/workshop and invite the public if desired.

Task 2. Preliminary Marina Engineering Conceptual Design and Project Estimates (Per RFP)

This step would incorporate the planning and design components from Task 2, and develop an overall project budget, and schedule based upon all construction elements being considered, which would include, but are not limited to the following:

- Wet slip expansion and or reconfiguration/consider electric boat charging station.
- Drystack slip improvements/Expansion/New technology for operations.
- Upland building improvements.
- Upland parking lot/access improvements.
- Shoreline Protection Measures.
- Environmental LEED sensitive design elements/solar panels on docks etc.
- Overall site and landscaping including dark sky lighting, public access/promenades as appropriate.
- Sea plane landing area (if desired).
- Public access/fishing pier etc.
- Other elements identified during the concept planning and engineering stage.

The deliverable of steps 2 and 3 is a narrative report which identifies all project features identifies cost estimates with unit price breakdown, in addition to phasing as appropriate.

Task 3. Marina Economics

If requested by the city, we could also prepare a market analysis of the existing and proposed marina improvements and identify the comparison of marina rates to the nearby inland areas, and also more regional analysis to identify what the market could be for the future expansion project for boat size, rental costs, marina service, cost, etc. Boat rentals could also be considered in addition to dinner cruise boats etc., if desired.

Based upon the market analysis, we would then also identify the development economics which would include a cash flow analysis, showing the anticipated revenues for the project less the operating expenses, which would include labor, maintenance, capital reserve, insurance, marketing, and sales expenses, and other costs as appropriate.



Task 4. Entitlements and Grants / Funding

Once the project has been approved by the city then we would proceed to the entitlement step where we would apply for and receive approvals for permitting from the city, county (if appropriate), FDEP and USACE. The entitlement process would include completing detailed permit applications, including project quantity analysis and engineering documentation, as appropriate for the applications for each approval entity. It would also include processing of the permitting which can take 4 to 12 months (or more), depending upon the size, scope, and complexity of the project, in addition to the, addressing objections from the project, (if any) from neighbors or special interest groups as appropriate.

Special Technical Studies

Based upon our experience with similar projects, Additional technical studies may be needed by the agencies, approving the work in addition to standard engineering practices. Examples of these studies may include, but are not limited to the following:

- Computer, modeling of wind and wave conditions to address storm surge, hurricanes, geotechnical loads on piling, etc.
- Computer modeling for Marina basin area for a Flushing analysis (as may be required by FDEP).
- Benthic surveys, including seagrass, and/or special fisheries and habitat, impacts and mitigation plans.
- Historic and archaeological studies, which may be required.
- Other technical studies as identified during the marina master planning, and public review process.

Edgewater has in-house experience for coastal engineering/wave modeling/basin, flushing, etc.. We are a Specialty marina/waterfront development firm, and these projects are our focus.

Grants & Funding

Edgewater has significant experience with numerous local, state and federal grant application programs. We have substantial success with eight of eight US Fish and Wildlife Service boating infrastructure grants throughout projects in the country, including two in Florida. We additionally work with numerous other state and federal programs to optimize the potential assistance from outside sources to lower local government costs. These additional programs could include the Florida Inland Navigation District funds, Boating Access Funds for boat launches, fishing piers, and public promenades, and like.

Task 5. Final Design, Specifications, Bids, and Contract Documents

Based upon the permit approvals, which either have been obtained, or are imminent, we would then proceed with the final design step where we would prepare detailed plans, specifications, bid and contract documents for all the marina, landscape, architectural, and coastal elements of the project. We would need to determine with the city whether the project is “Design-Bid-Build”, or a “Design-Build” form of construction contracting is desired. We have substantial experience with both methods of construction contracting and would work with the city to determine the best form of construction contracting for the project/city.

Additionally, we would determine whether the city would request one general contractor for all elements or we would separate it into multiple contracts for the following trades as appropriate.



- Wet slip construction
- Upland buildings construction
- Site work/civil works/landscape
- Others as appropriate
- Design Development Series (Per RFP)
- Construction Documents (Per RFP)
- Construction Observation (Per RFP)

Task 6. Bidding/Construction

This task would include working through the city procedures for advertising and bidding the project, attendance at preconstruction meeting, and compilation of bid tabulation for the project and assist the city in recommending and awarding construction contract (s). We would then assist the city in project management/construction observation and provide periodic review of the performance of the contractor, respond to RFI's, and answer questions as appropriate, including project closeout.

Edgewater also has experience with marina operations and can assist the city in startup and ongoing advice on operations as appropriate.

These are our suggested project implementation tasks, based upon our experience with similar municipal projects and our knowledge of your project and site. However, the tasks can certainly be modified and adjusted according to the city's needs and changes in project, scope, complexity and schedule/budget.

Schedule

- Task 1. Needs assessment /existing ...30 days
- Task 2. Conceptual. 30-60 days pending city meeting schedule
- Task 3. Schematic design. 30-60days
- Task 4 economics and task 5 entitlements /grants.
- "Ongoing services parallel with project schedule "
- Task 6 final design..... 60-90 days
- Task 7. Bidding/construction. 6-9 months

Please note that this is a proposed project schedule based upon our experience with similar municipal marina projects. We are able to accelerate the schedule and utilize critical path scheduling if desired to meet your needs. Based upon our experience with over 400 projects, we normally work quicker on a schedule than the client can make decisions and keep to a schedule/project elements i.e. public hearings, or addressing questions and answers to those questions during the public review process, addressing objections/concerns etc. compliance with procurement schedules etc.

ARCHITECT - ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION (City and State)		Leesburg, Florida - Venetian Cove Marina Improvements
2. PUBLIC NOTICE DATE	3. SOLICITATION OR PROJECT NUMBER	203603

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE			Ronald Schults, PA, President, CEO
5. NAME OF FIRM			Edgewater Group FL, LLC
6. TELEPHONE NUMBER	7. FAX NUMBER	8. E-MAIL ADDRESS	
269-876-9300		rschults@edgewaterresources.com	

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	(Check)			9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V PARTNER	SUBCONTRACTOR			
a.				Edgewater Group FL, LLC ☐ CHECK IF BRANCH OFFICE	2001 N Federal Hwy Suite G204, Pompano Beach, FL 33062	PE, Engineering, master planning, Architectural oversight, Environment and construction management
b.				☐ CHECK IF BRANCH OFFICE		
c.				☐ CHECK IF BRANCH OFFICE		
d.				☐ CHECK IF BRANCH OFFICE		
e.				☐ CHECK IF BRANCH OFFICE		
f.				☐ CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

☐ (Attached)

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Ronald Schults, PE.	13. ROLE IN THIS CONTRACT PROJECT EXECUTIVE	14. YEARS EXPERIENCE a. TOTAL 44 b. WITH CURRENT FIRM 12	
15. FIRM NAME AND LOCATION (City and State) Edgewater Group FL, LLC, Pompano Beach, Florida			
16. EDUCATION (DEGREE AND SPECIALIZATION) Michigan Technological University BS, Civil Engineering, Honors		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Registered Professional Engineer; Illinois New York Florida Texas Michigan North Carolina	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Registered Professional Engineer; State of Illinois; State of Florida; State of Michigan; State of New York PROFESSIONAL AFFILIATIONS American Society of Civil Engineers, Michigan Boating Industries Association, Association of Marina Industries, International Marine Institute National Marine Manufacturers Association, Marine Industries Association of the Treasure Coast, Inc., Treasure Coast Florida Association of Environmental Professionals			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State) SEE RESUME	(2) YEAR COMPLETED PROFESSIONAL SERVICES Engineering	
a. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE CITY OF SANFORD, FLORIDA – Marina Master Planning, expansion – Project underway for reconfiguration of wet slips/dry stack/public access - \$8M project		
☐ Check if project performed with current firm		
(1) TITLE AND LOCATION (City and State) F3 MARINA – AUTOMATED DRYSTACK MARINA	(2) YEAR COMPLETED PROFESSIONAL SERVICES Engineering	
b. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE This state-of-the-art facility is the second fully automated dry stack marina open to the public in the nation. Located on Fort Lauderdale's 16th street canal, the project location is within 1 mile to ocean access. Edgewater was engineering firm.		
☒ Check if project performed with current firm		
(1) TITLE AND LOCATION (City and State) SAINT GEORGE ISLAND, FLORIDA	(2) YEAR COMPLETED PROFESSIONAL SERVICES Master Plan	
c. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Master waterfront planning for a new resort, Coastal planning, Marina planning. • St. George Island, Florida Marina and development plan/ resort St. George Island comprehensive marina master plan, including wet slips, Drystack, marina, residential, condominiums, and hotel, bungalows, public event, lawn/green space and promenades. This \$45 million mixed use development is currently in the approval/entitlement, phase with county and state and federal permits are being submitted May 2023.		
☒ Check if project performed with current firm		
(1) TITLE AND LOCATION (City and State) FORT PIERCE PORT ENGINEERING	(2) YEAR COMPLETED PROFESSIONAL SERVICES Engineering	
d. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Edgewater provided preliminary engineering and feasibility study analysis to review the physical and economic viability of constructing a megayacht marina and refit facility on 20 acres at the Port of Ft. Pierce. Subsequently, the Edgewater Team was selected to provide professional consulting, planning, and port engineering consulting services to St. Lucie County. Mr. Schults provided Principal leadership in the evaluation of options for the operation.		
☐ Check if project performed with current firm		
(1) TITLE AND LOCATION (City and State) TOWN OF PALM BEACH DOCK REPLACEMENT	(2) YEAR COMPLETED PROFESSIONAL SERVICES Engineering/Design	
e. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Conducting a marine resource survey and report of the submerged lands within and surrounding the Town of Palm Beach public marina, on-going environmental permitting applications and processing services for an FDEP ERP, FDEP Lease modification and Public Easement and a Corps Individual Permit in support of the Town of Palm Beach Town Docks project located at 500 Australian Avenue in Palm Beach.		
☒ Check if project performed with current firm		

Edgewater commits to the assignment of the proposed persons for the project if the company is selected. These individuals will be located at our main office in Pompano, Beach Florida.



EDUCATION

Bachelor of Science, Civil Engineering with Honors, 1978

Michigan Technological University

REGISTRATIONS

Registered Professional Engineer

State of Florida

State of Illinois

State of Michigan

State of New York

State of North Carolina

Washington D.C.

State of Texas

State of Alabama

State of Mississippi

Belize

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers

Michigan Boating Industries Association

Association of Marina Industries

International Marine Institute

National Marine Manufacturers Association

Marine Industries Association of the

Treasure Coast, Inc.

Treasure Coast Florida Association of

Environmental Professionals

RONALD E. SCHULTS, PE

Principal/Chairman

Mr. Schults is recognized as one of the most notable waterfront and marina development experts in the world, and often speaks on the topic at national and international conferences. His combined passion for community development, coastal engineering, and sailing inspired him to focus on projects that help preserve our waterways and sustain the economic growth and vitality of waterfront communities across the United States and around the world. In 1979, he founded The Abonmarche Group and grew his international waterfront design group through more than 300 waterfront projects around the world. In 2010 he cofounded Edgewater Resources which continued with design excellence in the marina/waterfront field. In 2022 Ron also founded Edgewater Group FL, which is a Florida team providing similar professional services in civil engineering, marinas, landscape architecture and planning. He has personally developed and financed multiple successful waterfront developments valued in excess of \$150 million and applies that real-world experience on behalf of clients and community partners who are working to create sustainable and responsible waterfront development projects.

LAS OLAS MARINA REDEVELOPMENT

In partnership with Suntex Marinas, Edgewater Resources is leading the design and engineering for the redevelopment of Las Olas Marina. The redevelopment includes a \$25 Million investment that will enhance the waterfront to serve local residents, achieve world-class standards to attract and serve the finest megayachts, complement and help implement the goals of the Central Beach Master Plan and provide expanded accommodations for the Fort Lauderdale International Boat Show. The marina is being designed for small vessels and megayachts alike, expanding available dockage from 3,430 linear feet to a total of 5,500+ linear feet.

TOWN OF PALM BEACH DOCK REPLACEMENT

This project entailed Edgewater Resources conducting a marine resource survey and report of the submerged lands within and surrounding the Town of Palm Beach public marina, on-going environmental permitting applications and processing services for an FDEP ERP, FDEP Lease modification and Public Easement and a Corps Individual Permit in support of the Town of Palm Beach Town Docks project located at 500 Australian Avenue in Palm Beach.

COMPASS LANDING BY MARGARITAVILLE

Compass Landing by Margaritaville is a signature 111 million dollar resort located in Melbourne Florida. This site used to be home to a multi-use marina facility with a drystack and wet slip marina. Ron led the feasibility study effort with the client to transform the site into a signature Margaritaville Resort with a hotel, event space, restaurant, promenade, and marina. Edgewater has been involved with all aspects of the project starting with initial planning and feasibility, permitting, preliminary and final engineering, final bidding, and construction management. Mr. Schults was the engineer of record during permitting, preliminary and final engineering, final design/bidding, contract negotiations, and construction. Currently the 226 slip marina and promenade are under construction.

DOWNTOWN SANFORD MARINA

The downtown Sanford Marina is a city owned and privately managed marina in Sanford Florida. The project was originally constructed in the 1960s and has expanded since. Currently the site includes a 159 boat drystack and 269 boat

HONORS + AWARDS

Great Lakes Sea Grant Network "Great Lakes Outreach Programming Award," Sustainable Small Harbors Project
2013 President's Award, American Society of Landscape Architects, Illinois Chapter, 31st Street Harbor, Chicago, Illinois
ISS Fabien Cousteau Blue Award 31st Street Harbor, Chicago, Illinois
AIA Chicago SustainABILITY Leadership Merit Award, 2012, 31st Street Harbor
First Place, Engineering News Record Midwest "Best Projects" 2012, 31st Street Harbor
2006 – Ernst & Young Award, Michigan Entrepreneur of the Year
2005 – Ernst & Young Nominee, Michigan Entrepreneur of the Year
1991 – Engineer of the Year, Michigan Society of Professional Engineers, Blossomland Chapter
1988 – Business Expansion Award, Chamber of Commerce
1998 – Employment Gold Award, Chamber of Commerce

PUBLICATIONS + LECTURES

"Design for the Changing Water Levels" IMBC 2018
International Marina and Boatyard Conference & Exposition; Speaker 2013
"Urban Waterfronts" IMBC 2013
"Water Levels" IMBC 2013
"Waterfront Development Strategies" IMI 2011
"A Case Study Harbor Village at Manistee Beach Development Manistee, MI" 2011
"New Marina as Economic Catalysts" IMBC, 2011
"Boating This Year and Beyond" and "Marina Vision," Great Lakes Boating, April 2009
"New Chicago Marinas," Great Lakes Boating, February 2009
Speaker, International Council of Marina Industry Associations Conference, 1996
Speaker, States Organization for Boating Access Conference, 1996

marina. Mr. Schults has led the team, since an initial site assessment in 2021 to determine the feasibility to upgrade the site to modern conditions and become a landmark for the City of Sanford.

F3 MARINA – AUTOMATED DRYSTACK MARINA

This state-of-the-art facility will be the first fully automated dry stack marina open to the public. Located on Fort Lauderdale's 16th street canal, the project location is within 1 mile to ocean access through Port Everglades. Ron led the project through masterplan and feasibility, site plan approval, and permitting. He also was the lead engineer for the water treatment and marine engineering for the entire project. Edgewater worked together with a team of architects and engineers to complete and open the project in 2021. The marina has been fully operational since.

PARADISE VILLAGE MARINA REDEVELOPMENT

Mr. Schults led the Edgewater Resources team in conducting a preliminary marina market analysis in support of the marina's goal to implement and operate a marina and sporting dry harbor. This analysis entailed a global study of the site including storage capacity, mixed-use potential elements, lounge/restaurant, parking, restrooms/lockers/showers, and other boater services amenities. Edgewater then identified a preliminary design and budget for alternate marina fuel facilities at the existing site, with final design in early 2020.

NAVY PIER MARINA, NAVY PIER

This 100% transient marina along the northern edge of Navy Pier will become the newest waterfront gateway for transient boaters to world renowned, amenity rich Downtown Chicago and regional destinations on Lake Michigan. The Project consists of approximately 132 boat slips ranging from 26' to over 100' in length, containing approximately 6,460 lineal feet of flexibly designed dock space arranged to accept both large and small vessels.

ONE°15 BROOKLYN MARINA REDEVELOPMENT

Principal Engineer for design and development of New York Harbor's newest upscale marina in New York Harbor. The project involved the creation of a new marina facility with full accommodations for vessels from small sailing dinghies to 200-foot megayachts. The project site is a former industrial shipping pier that was partially removed and repurposed into public park space, creating a unique set of challenges and design constraints. Due to its size and location, the project required detailed utility routing analysis and coordination with the surrounding public park to ensure compatibility with the current layout along with the park's proposed future improvements.

PORT OF ROCHESTER MARINA

Principal Engineer for the planning and design of the Port of Rochester Marina project; a new active public waterfront park, public promenade, and a 180-slip marina on the Genesee River in Rochester, New York. Approved final design and engineering of site utility requirements, realignment of utilities and roads and specifications. Coordinated multi-agency approvals and site plan compliance for grant funding requirements. Oversaw dock structures and associated safety/utility components, design calculation/specification of dock freeboard buoyancy, stability, ADA compliance, clear/berth widths/spacing; calculation/specification for anchorage systems and component sizing; utility system design, calculation/specification and code

Speaker, Asia Pacific Waterfront Development Conference, 1996
"Transferring Wetland Properties," Realtor Review, 1992

compliance for electrical and potable water; shoreline protection design, sizing and construction administration.

HARBOR VILLAGE AT HARBOR SHORES

As principal engineer for this waterfront development project, I managed the engineering, code compliance and permitting for the project. Layout, traffic circulation, parking requirements and compliance with the local code for road system; layout, sizing calculations and detention calculations for storm system. Planning for extension including sizing of water/sewer. I oversaw selection of dock structures and all associated safety/utility components, the design calculation/specification of dock freeboard buoyancy, stability, ADA compliance, clear widths, and berth widths and spacing; calculation/specification for anchorage systems and component sizing. Associated utility system design, calculation and specification; code compliance for electrical and potable water; Site inspection during construction.

EAST TAWAS STATE HARBOR

As Principal Engineer I supervised the planning, design and permitting of multi-phase 80+ slip floating dock marina for the State of Michigan Department of Natural Resources East Tawas State Harbor facility. Conducted and completed initial engineering investigations and extensive market and feasibility study to determine ideal marina design. Site utility: Planning for extension including sizing of water and sanitary sewer. Project duties included overseeing dock structures and associated safety/utility components, the design calculation / specification of dock freeboard buoyancy, stability, ADA compliance, clear and berth widths and spacing, calculation/specification for anchorage systems and component sizing. Oversaw calculations/submittals for various permitting agencies.

CONCORD RIDGE EQUESTRIAN CENTER

Mr. Schults is the owner and brain trust behind this amazing Equestrian facility. As the Principal in charge of this project engineering design, construction management, land use and master planning, environmental testing, and surveying services were necessary for Concord Ridge Equestrian Center. Concord Ridge is located on 39 acres consisting of 9, 2 - 3-acre paddocks, a mile-long manicured trail around the perimeter of the property, and 2 large outdoor arenas with a specially engineered drainage system. The lower level of the barn includes a 130' x 212' multipurpose indoor arena, 44 European style stalls, heated indoor wash racks, grooming stalls and two large tack rooms.

31ST STREET HARBOR

Managed the dock structures and all associated safety and utility components, the design calculation/specification of dock freeboard buoyancy, stability, ADA compliance, clear /berth widths and spacing, calculation/specification for anchorage systems and component sizing; associated utility system design, calculation/specification, code compliance for electrical and potable water. Oversaw site inspection during construction.

GATEWAY HARBOR

Led the marina engineering team in the development of a new 250 slip destination harbor for the Chicago Park District. Located adjacent to Navy Pier, the new \$55 million harbor project will reconstruct the historic Dime Pier structure and create a new publicly accessible pier providing views of the Chicago skyline. Key elements include improved pedestrian and bicycle connectivity to downtown Chicago and integration of extensive sustainable design strategies including reuse of existing

structures, materials selection, habitat creation, alternative energy generation, and LEED Certified structures.

MANISTEE HARBOR VILLAGE

Ron Schults became affiliated with the Harbor Village project in 1985 and received an option to purchase the property from the City of Manistee, contingent upon receiving approvals, permits and financing. Over the next three years under Ron's leadership, project approvals were received, and a joint venture was formed with DSLT Development Company of St. Clair, Michigan to construct the project. This 66-acre, \$150 million project began construction in 1988, with construction continuing in multiple phases for both the marina and residential units through today, creating a major economic transformation based primarily on the value of its natural resources to businesses, visitors, and residents.

ELK RAPIDS MUNICIPAL MARINA

\$3 million, multi-phased marina improvement program in Elk Rapids, Michigan that included repairs to breakwaters, docks, electrical system upgrades, boat launch, etc.

FORT PIERCE PORT ENGINEERING

Edgewater Resources provided preliminary engineering and feasibility study analysis to review the physical and economic viability of constructing a megayacht marina and refit facility on 20 acres at the Port of Ft. Pierce. Subsequently, the Edgewater Team was selected to provide professional consulting, planning, and port engineering consulting services to St. Lucie County. Mr. Schults will provide Principal leadership in the evaluation of options for the operation and development of the former Indian River terminal at the Port of Ft. Pierce.

82 STATE OF MICHIGAN MUNICIPAL MARINAS

Ronald Schults has completed many marina feasibility studies, dredging, improvements and master plans for the state of Michigan. Some of these include, but are not limited to: Bay City, East Tawas, Cedar River, Grand Traverse, Harrisville, Mackinac Island, and more.

MORRIS RIVERPLACE

Supervised the master planning and engineering for development including site design coordination with applicable agencies including DNR and Army Corps of Engineers. Site coordination tasks included design and engineering of layout, traffic circulation, and parking requirements to meet code compliance for site road system; layout, sizing calculations and detention calculations for storm system. Directed material classification, quantity calculations, disposal method and SCSE measures for dredging.

MICHIGAN HARBOR

Abonmarche provided planning, feasibility and permitting services for renovation of a 600-slip marina at the Nautical Mile Marina District of St. Clair Shores, Michigan.

HARBOR VILLAGE AT MANISTEE BEACH

This project, in Manistee, Michigan, was an extensive infrastructure project in the City of Manistee, Michigan, that was developed over a 13-year period. The project included sanitary sewer, storm sewers, MDOT road relocation project, sheet piling for 200-slip marina basin, docks and utilities for 200 slips, site development for 100 condos and 40 cottages totaling in excess of \$25 million over the 13-year course of the project. Ron was the project engineer for Abonmarche responsible for all elements of project design, coordination, planning, entitlement, etc.

HARBOR ISLE MARINA

Permitting, engineering, surveying, architectural and inspection services for 300-slip, full-service marina in St. Joseph, Michigan.

EAGLE POINTE HARBOR MARINA

On this project Mr. Schults completed required market feasibility study, permitting, engineering, federal regulatory, construction management, surveying, and architectural design of a new 870-slip marina with 240-condominium units located in St. Joseph, Michigan.

THE BOARDWALK SUBDIVISION

42-slip marina, two-lane launch ramp and 42-lot exclusive single-family residential development in St. Joseph, Michigan.

ISLAND HILLS GOLF CLUB & RESORT REDEVELOPMENT

As a result of our integrated collaboration of engineering and architecture team in house, this project was competed with multiple phases occurring simultaneously in the fall of 2017.

MALLARD CREEK MARINA

While with Abonmarche Mr. Schults acted as marina market analyst, marina engineer, surveyor and construction manager for development of the initial marina basin for Mallard Creek Marina in Port Huron, Michigan. All services were completed in a timely manner within budget requirements.

WEST BASIN MARINA

100-slip marina located in St. Joseph, Michigan. Several upgrades / renovations / ongoing projects costing over \$2 million since 1982.

VILLAGE OF SEBEWAING MARINA

126-slip and 4-lane boat launch/marina co-sponsored by the Village and Michigan Department of Natural Resources for the Village of Sebewaing, Michigan.

GRAND ISLE MARINA

360-slip marina located in Grand Haven, Michigan. Expansion included regulatory permitting for the proposed 300 slips.

PORTAGE PUBLIC MARINA

Feasibility studies, permitting, engineering and construction administration for a 250-slip marina in Portage, Indiana.

WASHINGTON PARK MARINA

Updated 20-year Master Plan for this 570-slip marina located in Michigan City, Indiana. The Master Plan included dock reconfiguration to gain an additional 50 slips, as well as larger slips. Construction of the 3-phase project was completed Spring 1999 with a total budget of \$7 million.

DETROIT & CANADA TUNNEL, CORPORATION

Provided full project coordination and execution of detailed hydrographic survey defining exposed tunnel areas and surrounding bathymetry with color 3D modeling and contouring. The work included preparation of detailed plans and profile view depictions of tunnel crest location relative to existing bed cover. Provided video

verification of tunnel exposed areas and detailed Descriptive Report defining project parameters, recommendations and conclusions.

HOUSING/MARINA PROJECT

Market analysis for housing units for 450-slip marina project located in Muskegon, Michigan.

GLENLORD BEACH

Improvements to a Lincoln Township park and beach that had experienced severe erosion damage.

DIAMOND COVE / PINE RIVER CLUB

Abonmarche has been the engineer, surveyor and permit specialist to develop the Pine River Club in St. Clair, Michigan, and Diamond Cove Marina and Residential Development.

STATE OF MICHIGAN ELECTRICAL STUDY

The Michigan State Waterways Commission and the Michigan Department of Natural Resources retained Abonmarche to perform an electrical inventory study of the eighty state-operated or Michigan State Waterways Commission sponsored Harbors of Refuge throughout Michigan. The purpose of the study was to inventory existing dockside electrical power at each slip of each marina, research current and future power trends in boating, to recommend a standard for future State projects, and to estimate the cost to upgrade the electrical systems of each marina to the recommended standard.

CEDAR RIVER

125-slip, \$5 million marina for Cedarville Township consisting of project planning, preliminary and final engineering, permitting, wetland mitigation, land and water surveying services and construction management.

MUSKEGON

138-slip marina feasibility study identifying structural problems and thereafter completed design and construction management for a two-phase Marina Master Plan. In 2004, updated the master plan for Phase III project improvements, which included replacing breakwaters and docks around the perimeter of the marina. Abonmarche was awarded a contract to provide final design and engineering, permitting and construction management for Phase III.

CITY OF ST. CLAIR MUNICIPAL BOAT HARBOR

Commissioned by the City of St. Clair to complete the Marina Master Plan for the City of St. Clair Municipal Boat Harbor in 2004. Thereafter, completed permitting services, final design and engineering, and construction management for the Harbor. Final design of this project required coordination with and approval from the Michigan Department of Management and Budget, as well as the Michigan Department of Natural Resources. This project included marina basin dredging (over 16,000 cubic yards), dock construction (3 fixed piers and over 100 slips – floating and fixed), utility upgrades including a new fuel dock, parking lot construction and building renovation. Design was completed in 2006 and construction is scheduled for completion by May 2007.

INTERNATIONAL PROJECTS

PUERTO RICO

PORT OF SAN JUAN MARINA & SHIPYARD, PUERTO RICO

Development of 3 marina/shipyard sites in Puerto Rico including Pier 9 Downtown Marina, Pier 15 MRO Drydock and the MTA Pier Shiplift Site. Project inception from strong interest by megayacht owners to provide re-fit and refurbishing, as well as creation of a commercial boat market.

ANGUILLA

ANGUILLA ISLAND MARINA FEASIBILITY

Edgewater Resources was engaged to conduct an island-wide megayacht marina Master Plan and Feasibility Study for five alternate sites around the Island of Anguilla. Edgewater evaluated existing site conditions, such as geography, coastal processes, environmental concerns, property ownership, property availability, existing infrastructure, proximity to amenities, and ability to augment tourism on the island.

MARINA SANTA CRUZ RESORT

LA PAZ, MEXICO

Mr. Schults is primary partner and facilitator between the land-owner and funding groups to implement construction of \$900M resort with Phase I funding of \$125M. The project is nearing completion of final approvals with the Federal Mexican MIA Process and also the submerged lands right. The project includes 500 super yacht slips to 400' in length, in addition to a 4-star hotel, condominiums, single-family bungalows, commercial facility, shipyard and marine repair facilities, wastewater treatment plant, water desalination plant, drystack and the like. The project is anticipated to begin construction Spring 2021. Mr. Schults serves as the Principal in Charge of the project for Edgewater.

BELIZE

ARA MACAO RESORT & MARINA, PLACENCIA PENINSULA, BELIZE

600-acre development with 1 mile of Caribbean ocean frontage at the north end of Placencia Peninsula in Belize. The development will include multiple phases totaling 2,000 housing units/hotels/casino/marina with direct access to the ocean.

BERMUDA

CAROLINE BAY MARINA REDEVELOPMENT, MORGAN'S POINT

As Principal-in-Charge, Mr. Shults provided leadership to the Edgewater Resources team that provided a marina market feasibility study, design, engineering and project management for a luxury marina and yacht club, accommodating vessels 30 - 300 feet in length. The Project began in 2014 and opened in Spring 2017 in time for the America's Cup Regatta.

EGYPT

SHARM EL SHEIKH MARINA, EGYPT

Marina Master Plan, Feasibility Study for 800-slip commercial marina and 300-slip private yacht club marina.

INDONESIA

LESTARI ISLAND RESORT, PULAU KAPAL BESAR ISLANDS, INDONESIA

Master Planning and Feasibility Study of two resort linked marinas, one containing 50 slips, the other containing 10 slips, including related marina facilities.

IRELAND

DUN LAOGHAIRE MARINA, DUBLIN, IRELAND

Ron Schults was invited to pursue an international tender to design/build/operate and transfer a large public marina in the main harbor area in Dublin Ireland. The completion of initial feasibility studies indicated that the marina project had very favorable development economic conditions, so Ron assembled a combined local/international team that put together a master plan, technical studies, and development financing to complete the project. Subsequently the team was awarded the project and completed the Marina, opening in 2001. The marina has 820 berths accommodating boats up to 100' within a short distance of Dublin city center and is a Five Gold Anchor rated marina meeting international standards.

MALAYSIA

PORT DICKSON MARINA, PORT DICKSON, MALAYSIA

Marina Feasibility Study and Master Plan for 900 slip marina and 4,000-unit residential community.

THE MALACCA CLUB, MALACCA, MALAYSIA

Marina Master Plan for 500-slip marina.

PENANG SWIMMING AND TENNIS CLUB, PENANG, MALAYSIA

Marina Master Plan Alternatives for 500 slip marina.

PORT KLANG GOLF RESORT, PORT KLANG, MALAYSIA

Marina Design Analysis, Traffic and Environmental Impact Study for 150 slip marina.

LANGKAWI ISLAND RESORT, KUALA LUMPUR, MALAYSIA

Marina Feasibility Study and Coastal Engineering for 100-slip facility linked to a 5-Star Sheraton Resort Hotel.

MOFAZ MARINA, PORT KLANG, MALAYSIA

Marina re-design (originally designed by others) and development including operations and management services.

LINGGI RIVERINE RESORT MARINA, PORT DICKSON, MALAYSIA

Marina and waterfront master plan including planning for 1,800-acre upland residential and golf development.

DESARU INTERNATIONAL MARINA, MALAYSIA

Marina Master Plan and Feasibility Study.

PHILIPPINES

PUERTO AZUL MARINA, PHILIPPINES

Marina Master Plan, Feasibility Study and Design for 400-slip marina including passenger ferry terminal. Construction began 1996, to be completed in late 1997.

SUBIC ISLAND MARINA, SUBIC BAY, PHILIPPINES

Feasibility Study, Master Plan and Design for 50-slip transient marina.

REPUBLIC OF CHINA
DONGSHAN ISLAND MARINA, FUJIAN PROVINCE, CHINA

Feasibility Study and Joint Venture Partner.

REPUBLIC OF MALDIVES
SEENU ATOLL MARINA, MALDIVES

Marina and Resort Master Plan for 750-resort units and 300-slips (including mega-yacht slips).

SINGAPORE
PONGGOL MARINA, SINGAPORE

Feasibility Studies, Master Planning and Design Consultant including operations and management consulting for 1,000-slip marina. Construction to be completed by April 1997.

REPUBLIC OF SINGAPORE YACHT CLUB, SINGAPORE

Marina Master Plan, Feasibility Study, Fueling Study, and Development, Design, Operations Consultant for 500-slip marina for Republic of Singapore Yacht Club.

KEPPEL BAY MARINA, SINGAPORE

Marina Market Analysis Consultant a large-scale residential and marina club development. Harbor Modeling Study for Keppel Bay Marina.

TAHITI
BEL AIR WATERFRONT DEVELOPMENT, TAHITI, FRENCH POLYNESIA

Marina Master Plan for an 80-slip marina, including a 100-boat capacity dry rack storage building, passenger ferry terminal and commercial ferry terminal.

UNITED ARAB EMIRATES
INTERNATIONAL MARINA SPORTS CLUB, ABU DHABI, UAE

Site Analysis, Preliminary Feasibility, and Marina Master Plan.

MBM MARINA, ABU DHABI, UAE
Site Design and Marina Reconfiguration.**REAL ESTATE DEVELOPMENTS**

In addition to operating companies that perform design, construction management and operation of marina projects, Ronald E. Schults is also a principal/owner/investor in the following:

CONCORD RIDGE DEVELOPMENT COMPANY, ST. JOSEPH, MICHIGAN

Ron Schults provided engineering design, construction management, land use and master planning, environmental testing, and surveying services for this 99.5-acre residential and commercial community.

EDGEWATER DUNE, ST. JOSEPH, MICHIGAN

Edgewater Resources, in collaboration with the Michigan Department of Environmental Quality and the City of St. Joseph transformed a former industrial brownfield site into a new multi-million-dollar, 444-acre mixed use development in 2001. Planning strategy included a tax-free renaissance zone, an eight-parcel business-commercial park, 130 single family homes, a public green space with a centrally

located pond, playground and gazebo comfortably tucked into the sandy site in Southwest Michigan.

ABONMARCHE DEVELOPMENT, INC.

Ronald E. Schults is co-founder of Abonmarche Development, Inc. (ADI), a real estate consulting and advisory firm offering market studies, feasibility studies and land development services. ADI was Joint Venture Partner with DSLT Development Company (formerly Diamond Crystal Salt) on a 66-acre \$85 million, mixed-use marina/condominium/hotel/retail project in Manistee, Michigan (currently in final phase of development).

ABONMARCHE REALTY PARTNERS

22,000 sq. ft. office building in Benton Harbor, Michigan; 6,000 sq. ft. office in Mishawaka, Indiana; and 4,000 sq. ft. offices in Manistee, Michigan.

LAKELAND DEVELOPMENT GROUP, INC.

\$10 million waterfront residential condominium project.

THE BOARDWALK DEVELOPMENT COMPANY, ST. JOSEPH, MICHIGAN

St. Joseph, Michigan – 42-slip/42-lot luxury residential community.

PORTAGE WATERFRONT DEVELOPMENT, PORTAGE, INDIANA

\$90 million upscale, mixed-use development with 350 slips, 400 condominiums (planned), single-family homes and commercial area.

EDGEWATER DEVELOPMENT COMPANY, ST. JOSEPH, MICHIGAN

80,000 sf of commercial/retail buildings in St. Joseph, Michigan with 10 retail spaces on Main Street plus a second-floor restaurant with rooftop and offices.

EDGEWATER GROUP, MI, ST. JOSEPH, MICHIGAN

55,000 sf retail/office building in Benton Harbor, Michigan; 56,000 sf industrial/commercial buildings in St. Joseph, Michigan; Spec homes; Edgewater Center which includes four commercial/medical offices in St. Joseph, Michigan.

LEFTY'S COHO LANDING, PORTAGE, INDIANA

\$125 million mixed-use, waterfront development sold to Brant Construction in 2004.

SANDY BAY MARINA/MIXED-USE DEVELOPMENT, MORRIS, ILLINOIS

\$200 million project began construction in Fall 2006.

EXPERT TESTIMONY SERVICES

In addition to studies, designs and management of construction projects, Mr. Schults has also provided expert testimony for numerous lawsuits identifying engineering, architectural and construction matters for defendants and plaintiffs in various cases. Typical cases have included marinas, roadway designs, marina designs, walkway ramps, stairways, water drainage and storm sewer design, etc. The following is a non-exclusive listing of previous case experience:

1986 - LaSalle Landing Marina - Marina drainage/easement/property rights lawsuit; Berrien County Circuit Court, St. Joseph, Michigan

1992 - City of Manistee - condominium/roadway settlement/property values case; Manistee County Courthouse, Manistee, Michigan

1995 - Morren Construction - Seawalls/Site work/Construction claim, South Bend, Indiana; S Joseph County Courthouse, Mishawaka, Indiana
2011 - Andrews family Real Estate settlement/valuation/mediation; Berrien County Circuit Court, St. Joseph, Michigan
2011 - Equestrian Center mediation for construction claim/settlement
2014 - Harbor Village – Contractor Lamar Construction bankruptcy/expert testimony; case # 1:14-bk-04719; US Bankruptcy Court for the Western District of Michigan
2014 - Equestrian Center Mediation for Construction Claim/Settlement; File 12- 0186-CK; Elkhart County, IN
2015 - Rickenbacker Marina at Key Biscayne, Florida - expert witness testimony; Miami-Dade Courthouse, Miami, Florida
2016 - Las Olas Marina in Ft. Lauderdale Testimony - expert witness testimony; Broward County Court, Ft. Lauderdale, Florida
2018 - Ara Macao Marina & Resort, Belize - expert witness testimony/property valuation/development plan; case# 3:18-bk-03615-PS; US Bankruptcy Court for the District of Arizona
2018 – Confidential – expert witness testimony/Feasibility Study/Marina Market Analysis; Washington DC

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT*(Complete one Section E for each key person.)*

12. NAME Erik Schults, E.I.T.	13. ROLE IN THIS CONTRACT V.P. Project Manager / Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 4	b. WITH CURRENT FIRM 4
15. FIRM NAME AND LOCATION <i>(City and State)</i> Edgewater Group FL, LLC, Pompano Beach, Florida			
16. EDUCATION <i>(DEGREE AND SPECIALIZATION)</i> Michigan Technological University Civil Engineering		17. CURRENT PROFESSIONAL REGISTRATION <i>(STATE AND DISCIPLINE)</i> E.I.T.	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i> American Concrete Institute ACI Concrete Field Testing Technician – Grade I, 2018 USACE certified Construction quality management for contractors OSHA 10 hour			

19. RELEVANT PROJECTS

a.	CITY OF SANFORD - MARINA	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Engineering	CONSTRUCTION <i>(If applicable)</i>
		☒ Check if project performed with current firm	
City of Sanford, Florida – Marina Master Planning, expansion – Project underway for reconfiguration of wet slips/dry stack/public access - \$8M project			
b.	(1) TITLE AND LOCATION <i>(City and State)</i> F3 MARINA – AUTOMATED DRYSTACK MARINA	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Engineering	CONSTRUCTION <i>(If applicable)</i>
		☒ Check if project performed with current firm	
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE This state-of-the-art facility is the second fully automated dry stack marina open to the public in the nation. Located on Fort Lauderdale's 16th street canal, the project location is within 1 mile to ocean access. Edgewater was engineering firm.			
c.	(1) TITLE AND LOCATION <i>(City and State)</i> BASS PRO SHOP/ ISLAMORADA FISH COMPANY	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Engineering	CONSTRUCTION <i>(If applicable)</i>
		☒ Check if project performed with current firm	
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Ongoing construction oversight of a bulkhead and pier reconstruction, along with the construction oversight. Mr.Schults was part of the bathymetric survey team, producing pre and post dredge survey exhibits as well as a comparative dredge volume analysis. Edgewater provided project master planning /permitting a reconstruction plans, including construction of phase one, commercial docks and dredging for city, county FDEP and USACE permits. Initial phase of the project was completed in 2021, future master plan includes raising the restaurant.			
d.	(1) TITLE AND LOCATION <i>(City and State)</i> MELBOURNE FLORIDA	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Engineering	CONSTRUCTION <i>(If applicable)</i>
		☐ Check if project performed with current firm	
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Public Marina promenade associated with \$15M. Margaritaville Marina construction currently underway, completion 2024.Determined project phase cash flows and computed internal rate of returns and overall project cash to investors that were passed along to potential investors.			
e.	(1) TITLE AND LOCATION <i>(City and State)</i> SAINT GEORGE ISLAND, FLORIDA	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Master Plan	CONSTRUCTION <i>(If applicable)</i>
		☒ Check if project performed with current firm	
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Master waterfront planning for a new resort, Coastal planning, Marina planning. • St. George Island, Florida Marina and development plan/resort St. George Island comprehensive marina master plan, including wet slips, Drystack, marina, residential, condominiums, and hotel, bungalows, public event, lawn/green space and promenades. This \$45 million mixed use development is currently in the approval/entitlement, phase with county and state and federal permits are being submitted May 2023.			



EDUCATION

Bachelor of Science, Civil Engineering with Honors, 2020
Michigan Technological University

CERTIFICATIONS

American Concrete Institute
ACI Concrete Field Testing Technician – Grade I, 2018

USACE certified Construction quality management for contractors

OSHA 10 hour

Engineer in Training (EIT)

ASCE member

Part 107 Certified Commercial Drone Pilot

ERIK SCHULTS, EIT VICE PRESIDENT

Erik Schults is Vice President of the Florida division of Edgewater group. His duties and responsibilities include managing all aspects of the engineering, coastal, architectural, and landscape architectural team members. Additionally, he is responsible for office management, including working with the Business Development Director and Business/Accounting Manager on all aspects of the firm and its growth. Erik works closely with Ron Schults, PE and Principal.

Erik Schults graduated with a bachelor's degree in civil engineering from Michigan Tech, where he focused on structural and geotechnical work. Erik has been working part time with Edgewater since 2014 with full-time responsibilities beginning in 2019. Since his arrival he has brought extensive bathymetric survey experience and general surveying along with marina design, shoreline stabilization, marine structure maintenance, marine navigation, and construction management experience to the firm. He has worked on engineering teams designing marine facilities in Florida, Michigan, Caribbean, and New York. Erik has also previously worked at the Army Corps of Engineers monitoring environmental stability of dredge material, placement of the material and construction oversight, and monitoring of pier renovations and dam removal.

COMPASS LANDING BY MARGARITAVILLE

Compass Landing by Margaritaville is a signature 111 million dollar resort located in Melbourne Florida. This site used to be home to a multi-use marina facility with a drystack and wet slip marina. Since then the current owner has begun transformation of this site in a signature Margaritaville Resort with a hotel, event space, restaurant, promenade, and marina. Edgewater has been involved with all aspects of the project starting with initial planning and feasibility, permitting, preliminary and final engineering, final bidding, and construction management. Mr. Schults directly oversaw the permit processing, preliminary and final engineering, final design/bidding, contract negotiations, and construction. Currently the 226 slip marina and promenade are under construction.

DOWNTOWN SANFORD MARINA

The downtown Sanford Marina is a city owned and privately managed marina in Sanford Florida. The project was originally constructed in the 1960s and has expanded since. Currently the site includes a 159 boat drystack and 269 boat marina. Mr. Schults first became involved in 2021 to conduct an existing condition assessment for the entire site. Since the initial assessment he has worked with the city to plan and determine the feasibility to upgrade the site to modern conditions and become a landmark for the City of Sanford. This work included a public design charette, economic impact analysis, drystack and wet slip masterplan, and permitting. Due to damage from recent hurricanes, Mr. Schults has also been working with the city of Sanford to acquire FEMA funding and emergency repair permits.

PALM HARBOUR MARINA

Palm Harbour Marina, located in Cape Haze Florida, was recently damaged in hurricane Ian. He worked together with the client to stabilize the damaged infrastructure and develop a new masterplan which considers the current stabilized site and future expansion of the project.

FISH TALE MARINA

Located in Ft. Myers beach, Fish Tale Marina included a wet slip dry stack marina. Edgewater was retained to provide the client a damage assessment and recommendations for stabilizing the marina and drystack post hurricane Ian.

BOSS OYSTER TRANSIENT MARINA

The Boss oyster transient marina is a 100% transient marina located in Apalachicola, FL. Edgewater's involvement began with a masterplan focusing on the marina. Mr. Schults worked with the client during the masterplan process and submitted for a \$1.5 million Boating Infrastructure grant in 2022.

ABACO ORANGE BEACH

This development includes a 258 and 258 slip marina located in Orange beach Alabama. Mr. Schults has managed this project since preliminary design, permit submission, and upcoming final design and construction management.

BONITA SPRINGS PRIVATE DOCK EXPANSION

This project is a 15 slip private dock for a condominium association. Edgewater worked with the client to explore alternatives for improving and expanding their current marina footprint. Currently, we are working with the governing agencies to acquire permits for expansion with final design and construction of the new facilities in the future.

F3 MARINA – AUTOMATED DRYSTACK MARINA

This state-of-the-art facility will be the first fully automated dry stack marina open to the public. Located on Fort Lauderdale's 16th street canal, the project location is within 1 mile to ocean access through Port Everglades. The project site will be fully developed as Edgewater is working with a team of architects and engineers to complete the project. This ongoing \$25M project is expected to be completed and open to the public by the end of 2021.

BASS PRO SHOP/ ISLAMORADA FISH COMPANY MARINA ENHANCEMENTS

Ongoing construction oversight of a bulkhead and pier reconstruction, along with the construction oversight. Mr. Schults was part of the bathymetric survey team, producing pre and post dredge survey exhibits as well as a comparative dredge volume analysis. This analysis was used to determine the accurate rate of material to dredge by contractor.

BILLFISH BAY MARINA AND WATERFRONT

The Waterfront at Billfish Bay will turn the last undeveloped parcel on Terry's Cove, an upscale RV resort on the Gulf of Mexico in Orange Beach, Alabama, into a bustling waterfront. Envisioned to be highly amenitized, with a fully automated state of the art 800 boat dry stack marina facility, 125 wet slip marina, over 150 luxury condominiums, restaurants, ships store, 20,000 sf of retail boat sales, waterside concessions, tiki beach bar, and public promenade. Mr. Schults prepared preliminary engineering drawings of a multi-story, automated boat dry stack system. Those drawings were distributed to crane manufacturers to begin a design-bid proposal process.

SANTA CRUZ MARINA RESORT

Developed a flexible spreadsheet that was used for financial analysis. Determined project phase cash flows and computed internal rate of returns and overall project cash to investors that were passed along to potential investors.

OAK CREEK SHORELINE STABILIZATION

Provided engineering services to design a traditional rock revetment to mitigate wave induced toe erosion. The project must build into the lake, much more than typically allowed by the agencies, due to environmental and constructability constraints. The City intends to apply for a lakebed grant with the State of Wisconsin to complete the project. Mr. Schults conducted a bathymetric survey, developed a base map through the use of a drone, and provided additional drone support. Services also included monitoring the bluff for erosion after significant storms, field surveying for bathymetry, engineering support to obtain applicable grants for construction.

LEXINGTON STATE HARBOR

The Lexington State Harbor project includes the condition assessment, marina market analysis, boater survey, and initial planning and design for the renovation and expansion of the 120-slip marina for the Michigan Department of Natural Resources. Mr. Schults designed the foundation that included reinforcement sizing and spacing (rebar), providing experience in both strip building footings and column footings. Additionally, he developed the loading scenarios for an addition to the existing bathhouse and determined a foundation for the building and patio columns that would provide sufficient support.

MICHIGAN CITY ELECTRICAL IMPROVEMENTS

Reviewed the existing dock and electrical system existing conditions along with preliminary engineering in order to provide a preliminary costs estimate of the work. replaced the electrical system on the 400-600 Docks.

HERITAGE HARBOR

Mr. Schults conducted a financial analysis to determine project cash flows, investigated grants, and other funding procurement opportunities for the project.

WRUBEL SHORELINE

Conducted a topographic shoreline survey and produced a base map using information via drone. Utilized the drone imagery to complete an existing conditions map of the client's property. Mr. Schults was involved with the project from survey to final engineering and was responsible for sizing and developing a solution for the client to protect their slope.

BROWN SHORELINE, KARZEN SHORELINE, LEFEVOUR SHORELINE, STERNBERG SHORELINE, MATHES SHORELINE

The existing shoreline protection on the clients' Lake Michigan was failing and needed to be replaced. The project included site data collection, site evaluation, preliminary design, agency authorization, and construction administration of improvements to the shoreline by implementing a shoreline protection structure. Mr. Schults developed a single solution that would span across five property owners' Lake Michigan residences. Designed and developed a traditional revetment as well as helical tieback anchors and a steel sheet pile wall to protect the property from further erosion.

SOUTHPORT MARINA

Mr. Schults was tasked to determine the wind pressure and force on the marina system as a result of Hurricane Isaac. The project required reverse engineering analysis rather than design. In addition to determining the loading for each boat, the failure modes that the boats induced on the marina docks and piles were also determined. As a solution, a flexible model that counted all of the docks for their piles and boat loads individually was built and allows for adjustment of the wind speed and water levels to test multiple storm scenarios.

SOUTH HAVEN NORTHSIDE MARINA RENOVATIONS

Master planning, grant funding, and marine engineering for the complete renovation of this 108 slip marina located in South Haven, Michigan. The impetus for the project was responding to record high water levels that caused extensive flood damage to the facility and electrical safety concerns. The new facility was constructed through a design-build process using several innovative strategies to minimize costs and speed construction while achieving the highest level of marine electrical safety. The project was completed ahead of schedule and under budget.

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER
21. TITLE AND LOCATION <i>(City and State)</i>	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
SEE ATTACHMENTS		
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>		

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

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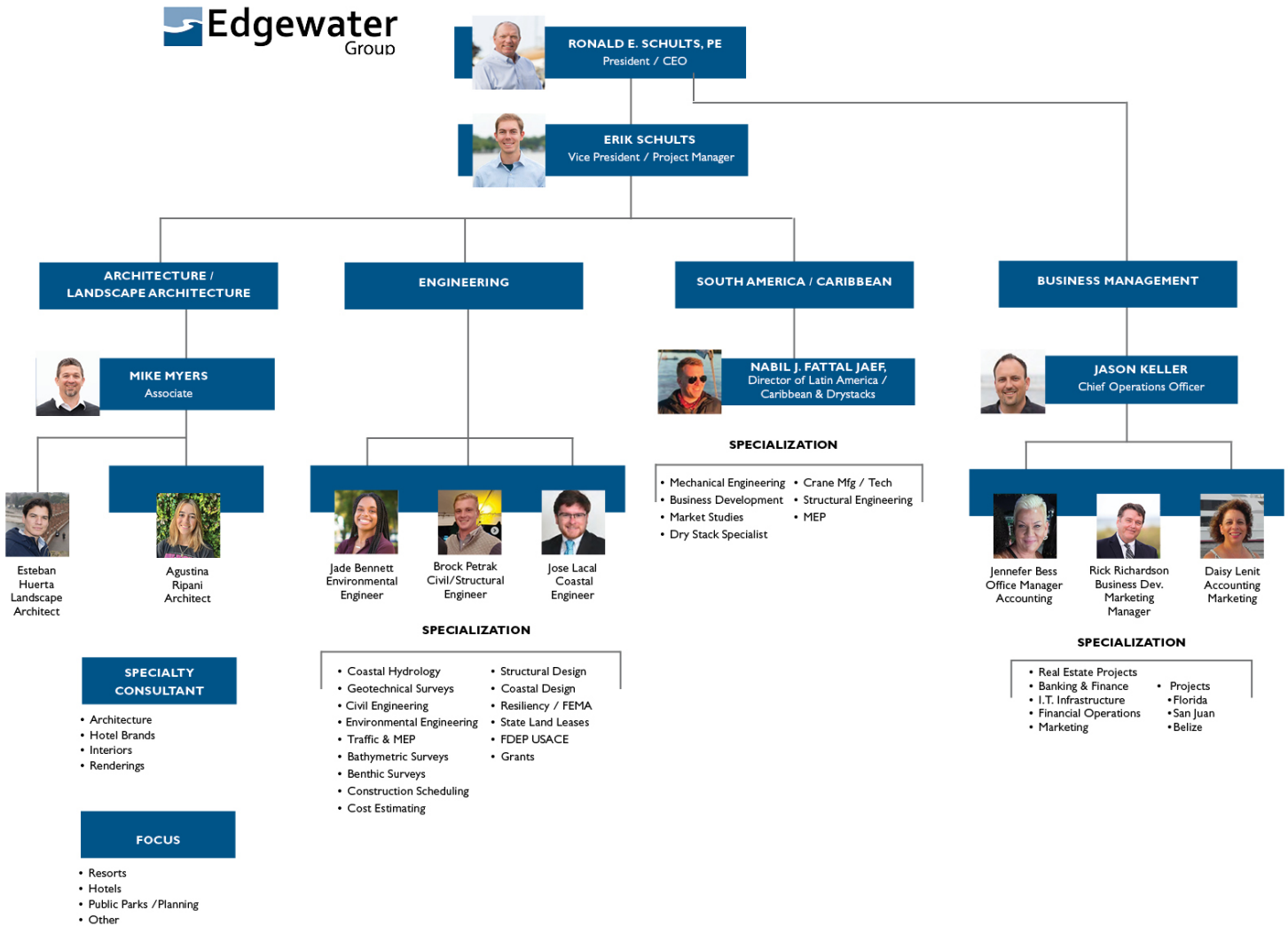
29. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)	NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1	Appendix # 2 - PROJECT EXAMPLES	6	
2		7	
3		8	
4		9	
5		10	



APPENDIX #2 - EXPERIENCE OF KEY PERSONELL [SECTION 2 OF SF-330 PART E.]

A. EDGEWATER ORGANIZATIONAL CHART & RESUMES – FLORIDA



H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

Appendix # 2 - PROJECT EXAMPLES

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE

32. DATE

33. NAME AND TITLE

RONALD E. SCHULTS



EDGEWATER PROJECT EXPERIENCE [SECTION 3 – SF-330 PART F-G]

B. EDGWATER BACKGROUND

The Edgewater Group was founded with the goal of enhancing communities through their natural and human resources, with a focus on planning, design, and engineering solutions based in economic reality. We consider “the built” environment to be our final deliverable, with the work not complete until the project is built and open to the community. Our core skill set goes beyond traditional design, planning, and engineering expertise. We also evaluate projects based upon development, finance, economics, to help our clients take projects from the drawing board and see them through implementation with the most successful result.

We not only deliver executable plans for all areas of site development but take a holistic approach in executing plans that considers all elements of a successful project. That includes thoughtful strategies that go beyond just getting a new building or marina, but help our clients make sound business decisions the deliver intended outcomes.

Our mission is to help communities build on their natural strengths to identify and implement projects that foster long term economic prosperity within a context of social, environmental, and economic sustainability. We go beyond imagining what a waterfront could be and create projects that achieve economic benefits to the broader community.

Edgewater has extensive waterfront and marina planning experience which is unique in the industry. We are marina/waterfront solutions experts with over 44 years of experience in developing over 400 dynamic marinas/waterfronts of all different sizes and scopes.

Approximately 50% of our business is with municipal/state/government projects. We approach planning as a development partner and work with our clients to deliver the best possible outcome.

Our team includes licensed engineers, architects, landscape architects, and planners, providing professional services including:

- Landscape Architecture, Planning, and Public Process



- Development Finance, Economics, and Grant Funding
- Architecture and Urban Design
- Civil, Structural, and Marine Engineering
- Marina Planning, Design, Engineering, Operations, and Finance
- Coastal Engineering, Wave Studies, and computer and physical Modeling
- Regulatory, Permitting, Assessments, and Mitigation
- Professional Land and Hydrographic Surveying

C. EDGEWATER FLORIDA EXPERIENCE

Our breadth of our experience with marinas in Florida is substantial. We have many years of experience of projects that fall under the regulatory oversight by the state, local, and national governmental agencies. Edgewater Group is involved in many Florida municipal marina engineering projects. Including the following:

- City of Sanford, Florida – Marina Master Planning, expansion – Project underway for reconfiguration of wet slips/dry stack/public access - \$8M project
- City of Palm Beach, Florida – Marina Master Planning and permitting for project team for a \$30M projects, completed in 2021.
- City of Melbourne, Florida – Public Marina promenade associated with \$15M. Margaritaville Marina construction currently underway, completion 2024.
- City of Riviera Beach, Florida – Marina value engineering and public process/approach – ongoing services, 2023.
- City of Fort Pierce, Florida – Marina and Port Plan
Edgewater prepared Marina Master Plan for both wet slip marina and Drystack marina, including marina amenities to create a mixed-use waterfront community with public promenade, retail locations, restaurants, and shops on the waterfront. Additionally, Edgewater provided master planning services to assist the project team, and overall port master planning effort/redesign. These services were completed in 2021 and planning and budgeting is ongoing for future



implementation.

- City of Miami, Florida – Virginia Key Marina.
Edgewater prepared concept, plans development, economics and permitting strategies to proceed with a mixed use marina improvement program in Virginia key, Miami. The project included 600 wet slips, 1,000 boats in a dry stack facility and numerous boat sales service centers, retail shops, and restaurants in the lake. A key part of the project was keeping the public waterfront open, even with a Drystack Marina operations so the technology for automated facility was chosen.
- City of Fort Lauderdale, Florida – Las Olas Marina
Edgewater was a key part of the initial vision and development plans working with Suntex to be selected as the design and development group to move forward with this project in 2018. After selection, Edgewater prepared preliminary plans and receive permitting approval from FDEP, USACE, and the City of Fort Lauderdale for this \$35 million project. This also included two restaurants a boater services building in addition to wet slips for yachts to 300 feet. The project is currently under construction and plan to be open November 2023.

Edgewater also has significant ongoing private marina examples in Florida including:

- St. George Island, Florida Marina and development plan/resort
St. George Island comprehensive marina master plan, including wet slips, Drystack, marina, residential, condominiums, and hotel, bungalows, public event, lawn/green space and promenades. This \$45 million mixed use development is currently in the approval/entitlement, phase with county and state and federal permits are being submitted May 2023.
- Boss, Oster Marina, Apalachicola
Marina, reconfiguration, value, engineering, federal BIG grant document submittal, studies, and submittals, and assistance with permitting for 150 slip marina. Grant pending approval in 2023 for the \$5M project.
- Abaco Bay Marina, Orange Beach, Alabama
Abaco Bay, Marina Orange Beach Alabama Edgewater has completed concept planning and preliminary engineering for this 259 slip marina servicing boats from 30 to 65 feet in length. Edgewater has completed most permit processing steps including



submerge lands rights, and easements, in addition to a historic archaeological report, and an extensive wetland mitigation program involving nearly one acre of mitigating wetlands Project is currently in the final stages of approvals with construction anticipated to begin summer 2023 and completion fall 2024 for the marina and 259 associated condominiums.

- **Palm Harbor Marina, Cape Haze Florida**
Edgewater provided emergency response after hurricane Ian for addressing damage for wet slips, marina fuel dock, restaurant, supportive buildings, and Drystack, which was collapsed. We are currently in the master planning stages to develop a redevelopment program to optimize slip size and mix for both for wet slips and Drystack slips, and relocate various other elements for boat sales service, retail/ship store, etc..
- **Fishtail Marina, Fort Myers Beach, Florida**
Edgewater provided emergency response post hurricane Ian including, marina analysis and details for wet slip redesign, marina fuel dock, restaurant, supportive buildings, and Drystack, which was collapsed in the hurricane. We are currently in the master planning stages to develop a redevelopment program to optimize slip size and mix for both for wet slips and Drystack slips, and relocating various other elements for boat sales service, retail ship store, etc.
- **Private Marina, Bonita Springs, Florida**
Edgewater is providing concept master, planning, budgeting, and entitlement strategies for this condominium/HOA Marina. Permitting is planning to move forward in 2023 with construction plan before 2024.
- **Bass Pro Shop Marina and restaurant, Islamorada Florida**
Edgewater provided project master planning /permitting a reconstruction plans, including construction of phase one, commercial docks and dredging for city, county FDEP and USACE permits. Initial phase of the project was completed in 2021, future master plan includes raising the restaurant to accommodate sea level rise concerns, and other renovation items, including site work and mangrove trimming.
- **Ocean Pointe Marina and Resort Redevelopment Plan Tavernier Key, Florida**
Edgewater provided comprehensive master planning to refresh and update a 40 year old 250 unit condominium and 30 boat slip Marina/Resort. The master planning process included reconfiguration and expansion of the wet slip marina, reconfiguration



and expansion of the Drystack marina/boat storage on property, relocation of a boat launch, and related site amenities, landscaping buffers, LEED sensitive design, etc. for this \$8 million project which is anticipated to begin in fall 2023.

- **Cortez Marina Redevelopment Plan, Bradenton Florida**
Edgewater is preparing a Marina Master Plan and redevelopment strategies to re-organize a wet slip marina and replacement to a Drystack system. The project is ongoing with Construction plan for fall 2023.
- **Sailfish Marina improvements, Riviera Beach Florida**
Edgewater provided consulting in permitting with regard to riparian rights issues and concerns between property owners for the expansion related to neighboring properties in 2021. Fortunately, the property issues were resolved, and improvements have been completed.
- **Twisted Tuna Marina Redevelopment Plan, Stuart Florida**
Edgewater completed an overall site master plan, addressing a small marina expansion to serve as a transient dockage for twisted tuna restaurant. Additionally, we provide an overall comprehensive plan to re-organize several small marinas that were joining each other in order to develop a more comprehensive solution to attract individuals to the waterfront, including public access, promenade's.
- **F3 Automated 250 slip Drystack Marina, Fort Lauderdale Florida**
This \$33m project was complete on 2022 which is a fully automated operation with a bridge crane (vs. Fork lifts).

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

21. TITLE AND LOCATION *(City and State)*

MELBOURNE MARINA & PROM

22. YEAR COMPLETED

PROFESSIONAL SERVICES CONSTRUCTION *(If applicable)*
 Engineering/Plan

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

b. POINT OF CONTACT NAME

c. POINT OF CONTACT TELEPHONE NUMBER

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

i.	Design Contract Original Value	\$400,000
ii.	Design Contract Final Value	\$450,000
iii.	Reason for any Discrepancy	Owners change in scope and permit conditions
iv.	Owner's Original Construction Budget	\$13,500,000
v.	Construction Services Contract Original Value	\$13,300,000
vi.	Construction Services Contract Final Value	\$13,100,000
vii.	Reason for any Discrepancy	Owner directed changes
viii.	Original Construction Days	18 Months
ix.	The actual number of Construction Days	16 Months
x.	Reason for any Discrepancy	None
IV.	DAYS/TIMING OF PROJECT	18 Months
V.	NUMBER OF DAYS ADDED	2 months deleivered
VI.	NUMBER OF DAYS LATE	NONE
VII.	NUMBER OF DAYS ACTUAL	NONE
VIII.	EXPLANATION> 45 DAYS	N/A
IX.	WORK SELF PREPAIED	ALL SERVICES IN HOUSE
		EXCEPT BINDARY SERVICE

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER
21. TITLE AND LOCATION (City and State) Bass Pro Marina, Islamorada Florida	22. YEAR COMPLETED PROFESSIONAL SERVICES Engineering/Plan	

23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(include scope, size, and cost)*

Design Contract Original Value	\$250,000
Design Contract Final Value	\$300,000
Reason for any Discrepancy	Owners change in scope and permit conditions
Owner's Original Construction Budget	\$1,200,000
Construction Services Contract Original Value	\$1,300,000
Construction Services Contract Final Value	\$1,300,000
Reason for any Discrepancy	Owner directed changes
Original Construction Days	180 days
The actual number of Construction Days	195 days
Reason for any Discrepancy	Contractors Schedule.
DAYS/TIMING OF PROJECT	80 Day
NUMBER OF DAYS ADDED	NONE/15 deducted
NUMBER OF DAYS LATE	NONE/15
NUMBER OF DAYS ACTUAL	NONE/15
EXPLANATION> 45 DAYS	N/A
WORK SELF PREPARED	ALL SERVICES IN HOUSE
	EXCEPT BINDARY SERVICE

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
b.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
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f.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

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21. TITLE AND LOCATION <i>(City and State)</i> West Basin Municiple Marina Saint Joseph Michigan	22. YEAR COMPLETED PROFESSIONAL SERVICES Engineer/Plan	
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(include scope, size, and cost)</i>		

i.	Design Contract Original Value	\$250,000
ii.	Design Contract Final Value	\$255,000
iii.	Reason for any Discrepancy	Owners change in scope and permit conditions
iv.	Owner's Original Construction Budget	\$2,750,000
v.	Construction Services Contract Original Value	\$2,850,000
vi.	Construction Services Contract Final Value	\$1,300,000
vii.	Reason for any Discrepancy	Owner directed changes
viii.	Original Construction Days	360 Days
ix.	The actual number of Construction Days	300 Day
x.	Reason for any Discrepancy	Contractors Schedule.
IV.	DAYS/TIMING OF PROJECT	360 Days
V.	NUMBER OF DAYS ADDED	NONE/60 Days Ahead
VI.	NUMBER OF DAYS LATE	NONE
VII.	NUMBER OF DAYS ACTUAL	NONE
VIII.	EXPLANATION> 45 DAYS	N/A
IX.	WORK SELF PREPARED	ALL SERVICES IN HOUSE
		EXCEPT BINDARY SERVICE

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
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WATERFRONTS WORLDWIDE

Edgewater specializes in the creation, transformation and protection of environments found on either side of the water's edge. Offering a full suite of experts, we provide expertise in every facet of feasibility, design and engineering to clients in waterfront communities around the Globe.





PORT COTTONERA MARINA | MALTA

WHO WE ARE.

Lead by industry trailblazers and a new generation of award-winning talent, Edgewater is a leader in sustainable waterfront design, engineering and development services. We help communities build on their natural strengths to identify and implement projects that foster long term economic prosperity within a context of social, environmental, and economic sustainability

Offering a comprehensive design and development team specializing in marine engineering, coastal engineering, ecological sciences, planning, architecture, landscape architecture, civil engineering, survey, and finance procurement, our expertise covers every facet of feasibility, design, engineering and developmental services.

We specialize in the planning, design, and implementation of sustainable built marinas and urban waterfront environments. Applying a collaborative approach, we combine science, art, design and technology to deliver beautiful, functional and financially feasible marinas and waterfronts based in economic reality. These foundational principles guide every aspect of our work, allowing us to go beyond imagining what a project could be , to developing plans that can actually be financed and built, resulting in projects that achieve measurable economic benefits.

WHAT WE DO.

Edgewater has a specific goal in mind; to provide client solutions based in economic reality. Our core skill set goes beyond traditional design, planning, and engineering expertise to include development finance and economics based on real world experience. Our bottom line approach to sustainability ensures that projects are environmentally sound, aspirational in vision and financially sustainable in execution.

We consider the built environment to be our final deliverable, with the work not complete until the project is built. We help our clients and partners navigate the complex maze of the development and implementation process offering professional assistance from the initial vision through project completion. We work closely with local, regional, and national developers, and collaborate with design and construction firms on our projects. We assist local project design teams with the vision, planning, and physical and economic feasibility for complex waterfront projects. We also provide advice on project design, construction methods, marina operations and marina management.

The unique nature of the Edgewater team enables us to provide a broad range of expertise and services to our clients including:

- Regulatory Permitting, Environmental Assessments, and Ecological Mitigation
- Coastal Engineering, Wave Studies, and Modeling
- Marina Planning, Design, and Engineering
- Landscape Architecture, Project Planning, and Public Relations
- Civil, Marine, and Structural Engineering
- Commercial and Residential Architecture and Urban Design
- Professional Land and Hydrographic Surveying
- Development Finance, Economics, and Grant Funding
- Local, National, and International Capital Funding

WINNER

ISS FABIEN COUSTEAU BLUE
AWARD FOR SUSTAINABLE
MARINA DESIGN

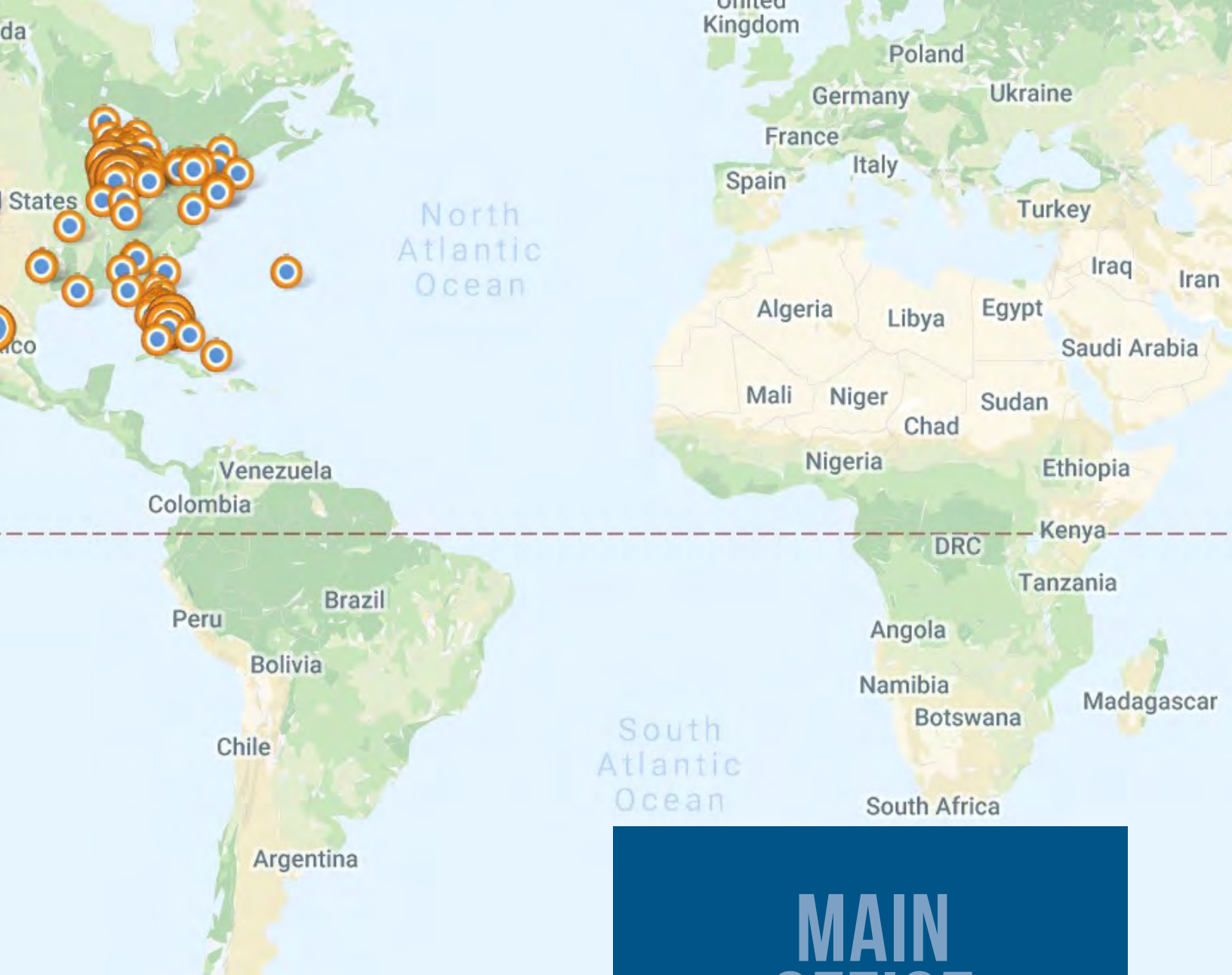




WHERE WE WORK.

From international luxury resorts to the marina down the street, we apply real world experience to deliver beautiful and lasting solutions to every corner of the world.

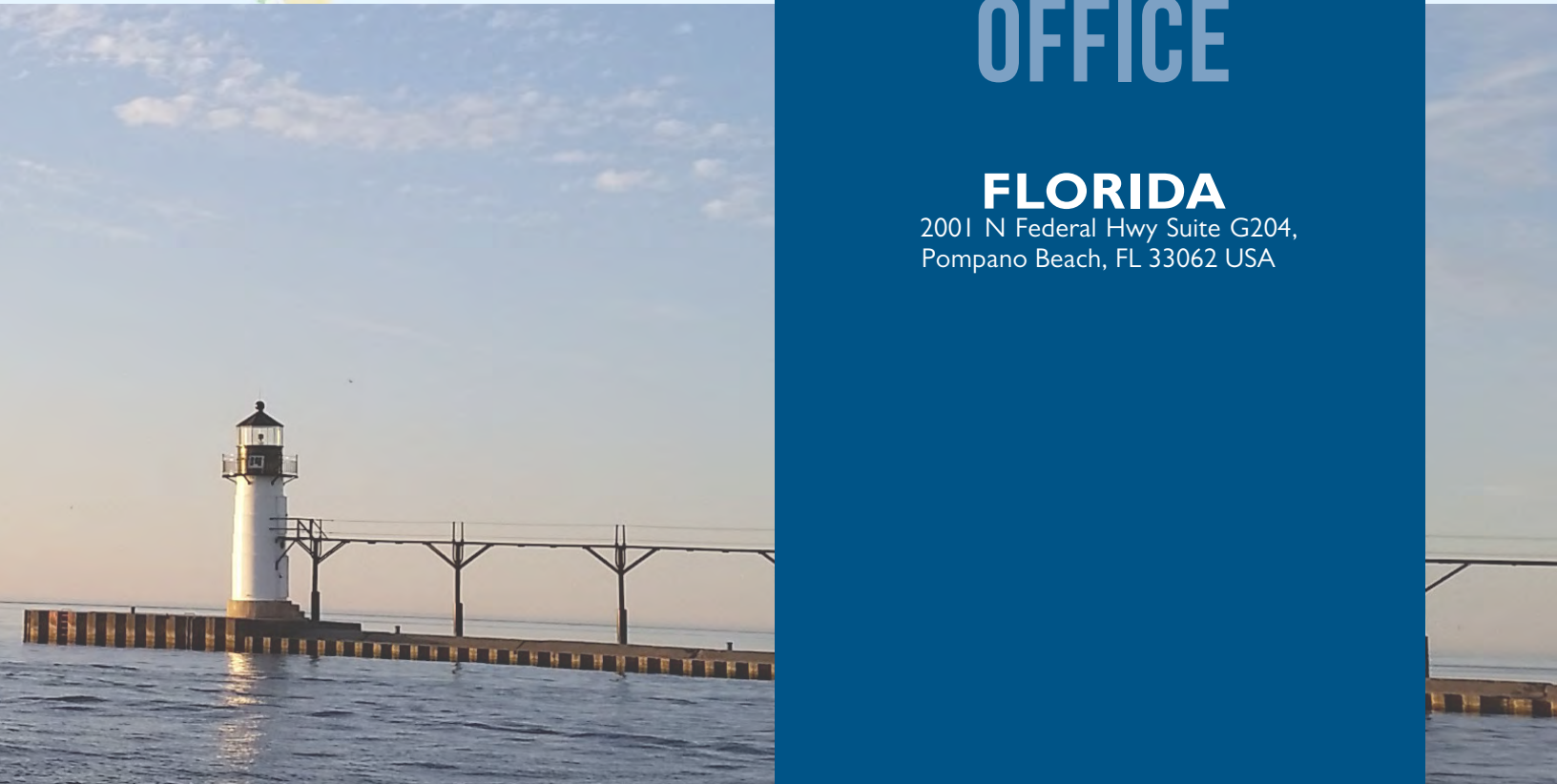




MAIN OFFICE

FLORIDA

2001 N Federal Hwy Suite G204,
Pompano Beach, FL 33062 USA





PROJECTS



CLIENT
CITY OF FORT LAUDERDALE

LOCATION
FORT LAUDERDALE, FLORIDA

LAS OLAS MARINA REDEVELOPMENT

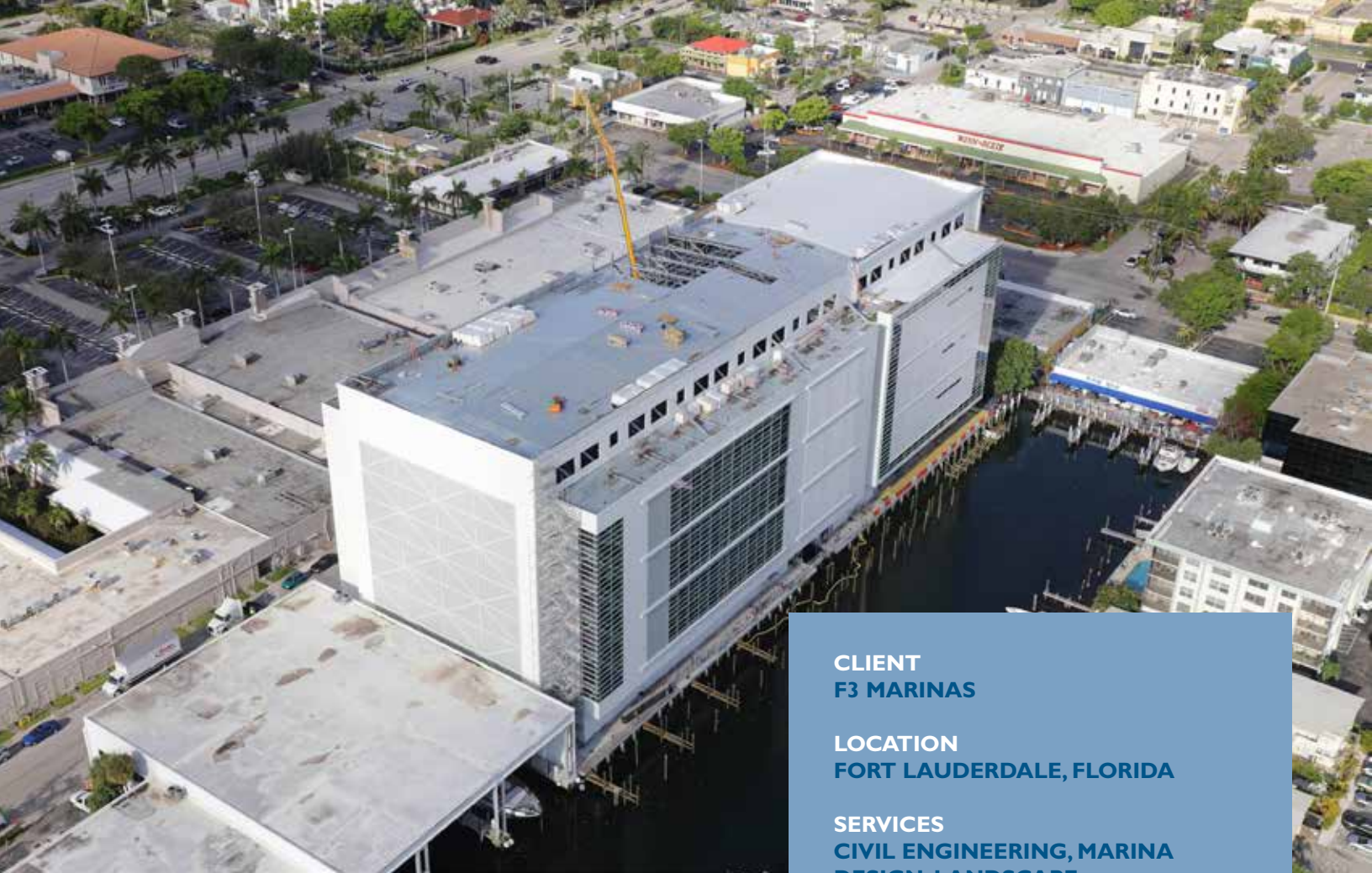
The City of Fort Lauderdale, the Yachting Capital of the World, issued an RFP for the Expansion and Enhancement of the Las Olas Marina.

In partnership with Suntex Marinas, Edgewater Resources is leading the design and engineering of the redeveloped Las Olas Marina soon to become one of Suntex Marinas newest locations in its growing portfolio of marina destinations nationwide.

The redevelopment includes a \$25 Million investment that will enhance the waterfront to serve local residents, achieve world-class standards to attract and serve the finest mega yachts, complement and help implement the goals of the Central Beach Master Plan and provide expanded accommodations for the Fort Lauderdale International Boat Show. The most innovative sustainable design features will be employed to help the City of Fort Lauderdale achieve the goals outlined in its Sustainability Action Plan. The marina is being designed for small vessels and Mega Yachts alike and will expand available dockage from 3,430 linear feet to a total of 5,540 linear feet with a planned completion of November 2018.



SERVICES: MARINA DESIGN, CIVIL/MARINE ENGINEERING,
COMMUNITY OUTREACH, FINANCING, DEVELOPMENT
ECONOMICS



CLIENT
F3 MARINAS

LOCATION
FORT LAUDERDALE, FLORIDA

SERVICES
CIVIL ENGINEERING, MARINA
DESIGN, LANDSCAPE
ARCHITECTURE, PERMITTING

CORDOVA MARINA

The Cordova Boat Club Project is the first fully automated dry stack boat storage facility open to the public. Located on Fort Lauderdale's 16th street canal, the Club includes over 240 dry slips capable of holding vessels up to 50 feet in length, with an additional 20 wet slips that serve as a queuing area for boaters. This state-of-the-art facility offers vessel storage and provisioning, marina fuel, pump-out, and shore power service that is equipped with a marina guard protection system to comply with national best practices.

The project required demolition of an existing building, replacement of the existing seawall, installation of a new floating dock system, and construction of the new storage facility. The boater service amenities include restrooms, a lounge area, storage lockers, a fish cleaning station, and viewing areas for boaters to observe the automated crane system operating. Edgewater Resources was retained by F3 Marinas to provide marine and civil engineering design, landscape architecture services, and direct the permitting & approvals process for the project.





CLIENT
ST.ANDREW BAY LAND CO.

LOCATION
PANAMA CITY, FL

SERVICES
MASTER PLANNING, COMMUNITY OUTREACH

MELBOURNE RIVERWALK

The Melbourne Riverwalk Marina Project will rejuvenate a waterfront property that was the home of two historical marinas that were destroyed by storms in 2005 and 2006. The two marinas were in a previously dredged marina basin. The basin was protected by a wave fence and the uplands were protected by a steel sheet pile seawall. Edgewater's fieldwork consisted of conducting several above and below water surveys including bathymetric, topographic, marine resource, and structural assessment of the existing seawall. Edgewater conducted a FEMA flood code compliance assessment, environmental due diligence for permitting the marine structures and identified potential grant funding opportunities for the project. These assessments were used by Edgewater to develop a comprehensive Marina Feasibility and Master Plan to evaluate future marina and waterfront development opportunities to identify the best use of the site along with estimated project costs.

Edgewater prepared several conceptual designs of the marina configuration with various shoreline protection measures including living breakwaters (spoil islands stabilized with armor stone and populated with wetland vegetation, mangrove and oyster reefs), construction of a new bulkhead and design of a riprap revetment to stabilize the existing bulkhead.





CLIENT
BASS PRO SHOPS / ISLAMORADA
FISH COMPANY

LOCATION
ISLAMORADA, FLORIDA

BASS PRO SHOPS MARINA ENHANCEMENTS

The Bass Pro Shops Marina in Islamorada, Florida had silted in over the years, rendering some slips unusable. Edgewater conducted a benthic survey of the marina and identified areas between the mangrove shoreline and dense seagrasses that could be maintenance dredging. Permit applications were prepared and processed, authorizing maintenance dredging between the environmentally sensitive areas.

During the permitting process, Hurricane Irma hit the area, causing devastating damage to areas of the Florida Keys. Edgewater conducted a post storm assessment of both Bass Pro Shops and Islamorada Fish Company and found the Bass Pro Shops Marina in excellent condition. The Islamorada Fish Company structures did not appear to have suffered hurricane damage but were well beyond their design life.

Edgewater was contracted to design and permit replacement bulkheads, revetments, and docks throughout the facility. Structural design included an increase in elevation to account for sea level rise anticipated within the design life of the new structures. Permit applications were prepared and processed, engineering design was completed, a contractor has been selected, and the project is pending issuance of Village permits to proceed.





CLIENT
ST. ANDREW BAY LAND CO.

LOCATION
PANAMA CITY, FL

SERVICES
MASTER PLANNING, COMMUNITY OUTREACH

SWEETBAY MARINA VILLAGE MASTER PLAN

Where nature meets community, SweetBay is nestled alongside miles of bayfront shoreline in northwest Florida. Edgewater welcomed the opportunity to work with St. Andrews Bay Land Company on the next phase of their highly successful SweetBay development. Using the workshop process, Edgewater Resources brought the existing development and design team together to discuss the existing vision of the development, and how to best bring this phase of development to reality.

One of the many goals for the project was to create a well-integrated marina and marina village master plan that held to the principals of the existing master plan, allowing SweetBay residents to move through public green corridors and coastal pathways by walking or using alternate modes of transportation to circulate through or to arrive at the multiple marina village amenities.

The program for this forty acre phase includes 100 marina slips within an eight acre basin, a 350 drystack facility, mixed-use commercial with food and beverage, a sixty-unit boutique hotel, 400 condominium and apartment units, beach/sailing/shore club amenities and over 7 acres of public green space and trails.





CLIENT
CITY OF FT. PIERCE, FLORIDA

LOCATION
FT. PIERCE, FLORIDA

INDIAN RIVER TERMINAL, FT. PIERCE

Edgewater Resources provided preliminary engineering and feasibility study analysis to review the physical and economic viability of constructing a megayacht marina and refit facility on 20 acres at the Port of Ft. Pierce. The study evaluated marina slips for up to 40 vessels ranging in size from 200 to 400 feet, in addition to a shipyard containing a 900 ton travel-lift, future 7,000 tonsynchro-lift, and related buildings and support facilities for a state-of-the-art megayacht refit/crew facility.

More recently, the Edgewater Team was selected to provide professional consulting, planning, and port engineering consulting services to St. Lucie County. The scope of work includes evaluation of options for the operation and development of the former Indian River terminal at the Port of Ft. Pierce. The Team will be conducting a feasibility study to identify a project that will operate and develop a world-class facility on the terminal property. The goal is to create well-paying jobs, not only on the Terminal itself, but through the growth of existing businesses and the creation of new ones within the community. The selected project will create a wave of economic activity throughout the region.

The Team will evaluate the potential benefits of developing a megayacht commercial marine facility focusing on the maintenance, repair, and refit of large recreational vessels with wet slips, dry space, and equipment to lift vessels on land for servicing. The multi-purpose Terminal will have the capability of handling cargo, including that generated by or associated with refit operations, as well as vessels shipped from distant locations.

SERVICES: ENGINEERING CONSULTING,
FEASIBILITY ANALYSIS





CLIENT
RAYN DEVELOPMENT COMPANY
LLC

LOCATION
ORANGE BEACH, ALABAMA

SERVICES:
ECONOMIC PLANNING,
OPERATIONAL PLANNING,
COMMUNITY OUTREACH, MASTER
PLANNING

BILLFISH BAY DEVELOPMENT

The Billfish Bay Marina Resort will turn the last undeveloped waterfront parcel on Terry Cove in Orange Beach, Alabama into a bustling waterfront destination. This upscale fishing and resort community located along the Gulf of Mexico, will be greatly enhanced with the mixed used marina resort development currently under design. Envisioned to be highly amenitized, this project includes a fully automated state-of-the-art 500 boat dry stack marina facility, 145 wet slip marina, 50 luxury fishing villas, over 75 luxury condominiums, beach/pool club, multi-story restaurant, marina ships store, and over 10,000 sf of marine-centric commercial/retail space including boat sales, waterside concessions, floating tiki bar, and a generous 20' wide public promenade. A BIG P grant application has been submitted for this project which allocates a percentage of the marina slips to transient boaters to providing greater access to the waterfront for both community members and visitors alike.





CLIENT
CITY OF ROCHESTER

LOCATION
ROCHESTER, NEW YORK

PORT OF ROCHESTER

The Port of Rochester Marina transformed an abandoned vehicle/passenger ferry terminal into a new marina facility. Construction of the internal basin required the rerouting of extensive civil utilities, including water power, gas, and telecom system, removal of existing roadways and pavement systems, excavation and reuse of 150,000cy of materials, including over 100,000cy of regulated materials that were diverted from landfills through a beneficial use determination. Extensive dewatering was required, along with stabilization of adjacent existing structures. The new basin is formed through a combination of armor stone revetment and steel sheet pile walls, with integrated supplemental water circulation systems to maintain water quality. Comprehensive marine utility systems included ground fault-protected electrical systems, fire, telecom, and potable water.

With an overall project budget of \$19,300,000, Edgewater Resources served as the Prime for marina engineering on this project. ER put to use one ton of stone, 1,800 lineal feet of revetment, and other materials including but not limited to: steel sheet pile bulkheads, armor stone revetment, wave fence, pile anchored floating dock system, sheet pile cribs, marine utilities, marine electrical systems with ground fault protection, dry fire suppression systems, steel sheet pile retaining walls, marine pump-out system, and a boat launch. Special studies completed for this project included a flushing study, wave study, and the New York State Environmental Quality Review Act (SEQRA).

This project removed over 100,000cy of regulated fill materials and created a marine mooring system capable of withstanding record high water levels on Lake Ontario while maintaining complete functionality at all times - providing emergency mooring for USCG vessels for multiple years when their facility was flooded.

SERVICES: WATERFRONT MASTER PLANNING, LANDSCAPE ARCHITECTURE, LAND USE PLANNING



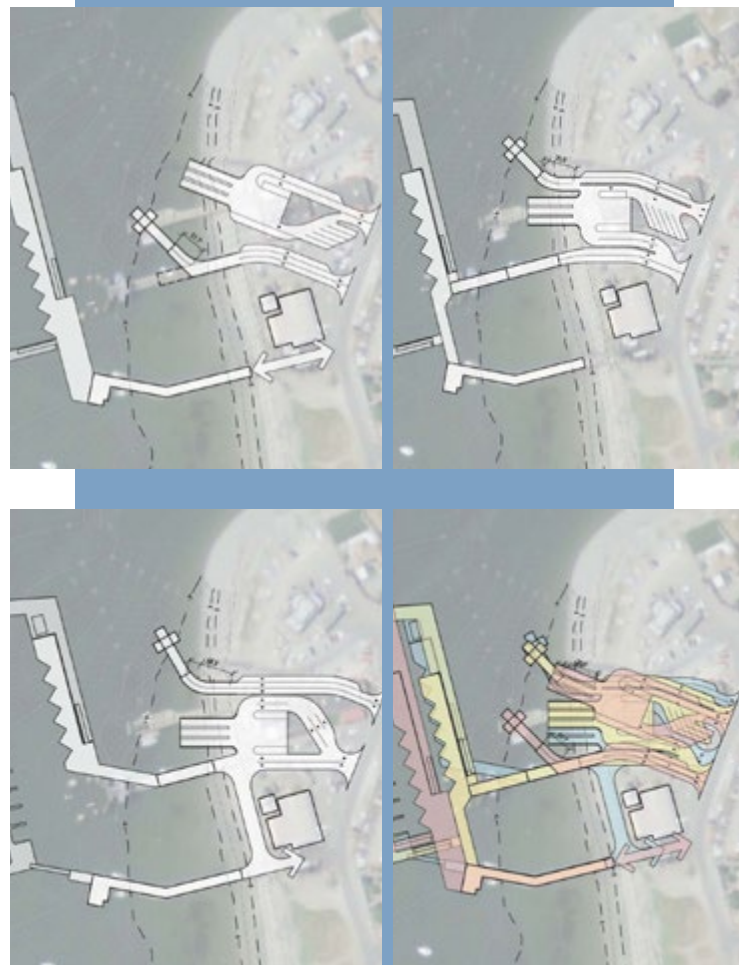


GOOSEBERRY POINT MASTER PLAN

Edgewater Resources staff were tasked by the Lummi Nation to develop a master plan for the Gooseberry Point community. The plan entailed merging the conflicting land uses of residential, commercial, maritime fishing, which included both small craft trailer launch of boats, and large vessel berthing and offloading and processing of the fleet catch. Concurrently, the plan addressed the issue of vehicular through traffic and queuing bisecting the community to access the Lummi Island ferry.

The Gooseberry redevelopment Master Plan was subdivided to allow for planned growth and expansion, with improvements ranging from creating a new protected nearshore Harborage, to various levels of upland development density and form. Two areas of highest focus were the analysis of means and methods of offloading vessels to increase throughput capacity and speed of product transfer, and the study of options to mitigate the impact of ferry vehicle traffic on community congestion. Examples of various trailer launch/relocated ferry terminal combination alternatives are shown and then overlaid, all achievable within a tight footprint. The merit of each was examined in terms of vehicular traffic conflicts and boat launch ramp use, especially at high usage times during short fish windows. Similarly, the plan explored marine conflicts between the Ferry boat operation, large seiner vessels and smaller gill net and recreational boating all operating in the congested nearshore waters.

The master planning process uncovered and explored new business opportunities and added revenue sources. This included home porting of deep draft recreational boating center component, i.e., mega-yacht berthing and servicing, as well as dry storage of smaller boats. The plan also leveraged highest and best uses for the waterfront area to maximize value of water dependent activities.





CLIENT
PORT OF BELLINGHAM

LOCATION
BELLINGHAM, WASHINGTON

FAIRHAVEN FLOATING WAVE ATTENUATOR AND KAYAK LAUNCH

The Port of Bellingham has had several rounds of public engagement to install an ADA floating kayak and human powered raft launch. The goal is to prevent pedestrians from crossing the congested trailer boat launch, locate the attenuator to protect a gravelly beach for launching human powered craft, size the attenuator to minimize agitation for boats going in and out of the boat launch, and provide a floating dock with ADA infrastructure to launch and potentially store human powered craft.

The Edgewater team first produced a wind-wave model to form the basis of design. Wind data was taken from two different sources and post processed to determine two different design conditions; an operational condition, where the attenuator is being used, and a survival condition, so the gravelly beach is protected. Right now, the shoreline is made up of rip rap (0.5-1-foot diameter stones). The wind data was then used in SMS Wave to propagate waves from different directions to the site. The wave period, wave direction, and wave height were then used to size, orient, and locate the attenuator. From there, the grading and sizing of the beach material could be determined.

Environmental mitigation and habitat creation were also included in the design of the attenuator. The attenuator was located intentionally to not create impacts with eel grass. Additionally, the gravelly beach was graded on sized to attract surf smelt spawning. Lastly, the Edgewater team had to determine appropriate mitigation strategies since we were increasing the amount of overwater shadow.



SERVICES: MARINA DESIGN, MASTER PLANNING,
SHORELINE PROTECTION



CLIENT
DISCOVERY CENTER GREAT LAKES

LOCATION
TRAVERSE CITY, MICHIGAN

DISCOVERY CENTER GREAT LAKES

The Discovery Center Great Lakes is home to a range of community and non-profit organizations interpreting historic shipping and boating on the Great Lakes. This project created the master plan for a completely renovated waterfront and marina to provide homes for a number of historic tall ships, wooden sailing vessels, and the Traverse Area Community Sailing program. In addition, a number of seasonal and transient slips will be made available for lease to help fund non-profit activities and offset the cost of construction.

SERVICES: MARINA DESIGN, MASTER PLANNING,
SHORELINE PROTECTION





CLIENT
CITY OF FT. PIERCE, FLORIDA

LOCATION
FT. PIERCE, FLORIDA

SERVICES
**ENGINEERING CONSULTING,
FEASIBILITY ANALYSIS**

FORT PIERCE

The Ft. Pierce Marina is located on the intercoastal waterway near the Ft. Pierce inlet on Florida's Atlantic coast. In 2004, the marina was totally devastated by a series of hurricanes, leveling the old panel style breakwater and washing away all the docks. The history of the hurricanes clearly demonstrated that at this location, floating wave attenuators and zero-footprint panel breakwalls were not robust enough to survive and protect the marina and shoreline from the intense waves, currents, and storm surge associated with a severe storm.

To address the joint needs for robust wave protection while sustaining a critical biological habitat, a new approach was devised that would both shelter the marina while concurrently while providing a sustainable and resilient solution that more closely emulates nature. The plan was to construct an artificial island archipelago system as an alternative to a conventional breakwater. Rather than employing only hard structural edges, the strategy for erosion control and island stabilization utilized pliable sand dunes, pocket beaches and artificial headland.

The island breakwater plan for Ft Pierce marina is the first opportunity to demonstrate that permanent engineering structures can be designed to incorporate natural and valuable habitat features while adequately performing the primary mission of wave protection to a marina. 21016 ASCE COPRI award for Design Excellence.





- Legend**
- A. Water-Dependent Industrial
 - B. Cruise Ship Berthing
 - C. Hotel/Condo/Restaurant/Conference
 - D. Hotel/Condo Expansion
 - E. Parking Garage
 - F. Residential (Off Port Property)
 - G. Mixed-Use Residential
 - H. Residential
 - I. Park Amenity
 - J. Festival Event Lawn
 - K. Water Taxi
 - L. Charter Fishing
 - M. Bar/Restaurant
 - N. Mixed-Use Commercial/Yacht Club
 - O. ADA Kayak Launch/ Jr. Sailing Foundation
 - P. Kayak/Small Boat Storage
 - Q. Bay Marine
 - R. Parking Garage Over Boat Storage
 - S. Lake Michigan Research and Education Center
 - T. New Harbor and Marina Offices
 - U. 20' Wide Waterfront Promenade
 - V. Regional Trail Connection
 - W. Pedestrian Connection to Downtown
 - X. Future Development
 - Y. WPD Maintenance Yard
 - Z. Relocated Boat Launch

PORT OF WAUKEGAN

City of Waukegan Lakefront Active Implementation Plan and Port District Master Plan, Waukegan, IL. 2015-2019. The City of Waukegan, just forty miles north of Chicago, offers a lakefront with parks and a public beach, a recently renovated public marina, and abundant natural spaces. The City commissioned a Master Plan in 2003 to guide development of the downtown and lakefront. However, after over a decade and despite clean-up of much of the industrial contamination once present in Waukegan, many of the action items of this Master Plan had yet to be implemented.

In July of 2015, the City of Waukegan, in cooperation with the Waukegan Park District and Waukegan Port District and with funding from the Great Lakes Restoration Initiative through the Illinois Coastal Management Program, tasked Edgewater Resources with the creation of an Active Implementation Plan to realize the vision of the original Master Plan. In order to develop a Plan with broad community support, the Active Implementation Plan included a significant public input component, including public meetings and workshops, stakeholder interviews, a visual preference survey, a project website, and Facebook communication in both English and Spanish. The resulting Lakefront Active Implementation Plan provided a framework for the waterfront planning work that followed, including the Port District Master Plan, also by Edgewater, which included planning services to envision a fully public waterfront with recreation space, beaches, parks, and mixed use commercial and residential space, all while supporting the working port operations.

SERVICES: WATERFRONT MASTER PLANNING, LANDSCAPE ARCHITECTURE, LAND USE PLANNING





CLIENT
INDUSTRY CITY

LOCATION
BROOKLYN, NEW YORK CITY

INDUSTRY CITY FERRY

A new cross harbor truck ferry service is being implemented between the New Jersey waterfront and Brooklyn at Industry City. The purpose of this is to lower heavy truck traffic and hydrocarbon emissions. The service criteria of the facility is to transship semi-tractor trailer units on an RO/RO ferry.

Edgewater is designing the Brooklyn side terminal structure. The dock is being designed to H20 load standards. Because of congested waterspace, the landing is being nestled into a street end, skewed into the slipway. The primary berthing structure is composed of an articulated bridge, hinged at the landside, and placed onto the ship's bow suspended from an overhead trestle. The ramp is raised and lowered electromechanically to mate with the RO/RO, adjusted depending on tide level. The trestle sits atop two 20 ft diameter mooring cells.

Approach dolphins and fendering are placed to guide the ferry into correct alignment and aid in station keeping during the loading cycles. At the land end of the loading bridge, a special heavy load capacity abutment is sister to the existing quay wall. An existing storm water outfall, passing through the quay at the street end, is straddled by the new abutment which is designed to transfer the traffic load off the outfall pipe.

A secondary passenger-only ferry dock is designed adjacent to the RO/RO dock to facilitate quick turnaround. The dock is a large, steel, floating pontoon connected to shore with ADA accessible gangways and held in place with steel tripod restraints.

The ferry dock is designed for heavy weather operation, with the pontoon stabilized for excessive heave and roll wave motions up to 8 seconds. Two passenger-only ferries plus the RO/RO ferry may dock at the facility concurrently.



F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

21. TITLE AND LOCATION *(City and State)*

MELBOURNE MARINA & PROM

22. YEAR COMPLETED

PROFESSIONAL SERVICES CONSTRUCTION *(If applicable)*
 Engineering/Plan

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

b. POINT OF CONTACT NAME

c. POINT OF CONTACT TELEPHONE NUMBER

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

i.	Design Contract Original Value	\$400,000
ii.	Design Contract Final Value	\$450,000
iii.	Reason for any Discrepancy	Owners change in scope and permit conditions
iv.	Owner's Original Construction Budget	\$13,500,000
v.	Construction Services Contract Original Value	\$13,300,000
vi.	Construction Services Contract Final Value	\$13,100,000
vii.	Reason for any Discrepancy	Owner directed changes
viii.	Original Construction Days	18 Months
ix.	The actual number of Construction Days	16 Months
x.	Reason for any Discrepancy	None
IV.	DAYS/TIMING OF PROJECT	18 Months
V.	NUMBER OF DAYS ADDED	2 months deleivered
VI.	NUMBER OF DAYS LATE	NONE
VII.	NUMBER OF DAYS ACTUAL	NONE
VIII.	EXPLANATION> 45 DAYS	N/A
IX.	WORK SELF PREPAIED	ALL SERVICES IN HOUSE
		EXCEPT BINDARY SERVICE

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER
21. TITLE AND LOCATION (City and State) Bass Pro Marina, Islamorada Florida	22. YEAR COMPLETED PROFESSIONAL SERVICES Engineering/Plan	
CONSTRUCTION (If applicable)		

23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)		

Design Contract Original Value	\$250,000
Design Contract Final Value	\$300,000
Reason for any Discrepancy	Owners change in scope and permit conditions
Owner's Original Construction Budget	\$1,200,000
Construction Services Contract Original Value	\$1,300,000
Construction Services Contract Final Value	\$1,300,000
Reason for any Discrepancy	Owner directed changes
Original Construction Days	180 days
The actual number of Construction Days	195 days
Reason for any Discrepancy	Contractors Schedule.
DAYS/TIMING OF PROJECT	80 Day
NUMBER OF DAYS ADDED	NONE/15 deducted
NUMBER OF DAYS LATE	NONE/15
NUMBER OF DAYS ACTUAL	NONE/15
EXPLANATION> 45 DAYS	N/A
WORK SELF PREPARED	ALL SERVICES IN HOUSE
	EXCEPT BINDARY SERVICE

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
b.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER
21. TITLE AND LOCATION <i>(City and State)</i> West Basin Municiple Marina Saint Joseph Michigan	22. YEAR COMPLETED PROFESSIONAL SERVICES Engineer/Plan	
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(include scope, size, and cost)</i>		

i.	Design Contract Original Value	\$250,000
ii.	Design Contract Final Value	\$255,000
iii.	Reason for any Discrepancy	Owners change in scope and permit conditions
iv.	Owner's Original Construction Budget	\$2,750,000
v.	Construction Services Contract Original Value	\$2,850,000
vi.	Construction Services Contract Final Value	\$1,300,000
vii.	Reason for any Discrepancy	Owner directed changes
viii.	Original Construction Days	360 Days
ix.	The actual number of Construction Days	300 Day
x.	Reason for any Discrepancy	Contractors Schedule.
IV.	DAYS/TIMING OF PROJECT	360 Days
V.	NUMBER OF DAYS ADDED	NONE/60 Days Ahead
VI.	NUMBER OF DAYS LATE	NONE
VII.	NUMBER OF DAYS ACTUAL	NONE
VIII.	EXPLANATION> 45 DAYS	N/A
IX.	WORK SELF PREPARED	ALL SERVICES IN HOUSE
		EXCEPT BINDARY SERVICE

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

1. SOLICITATION NUMBER <i>(If any)</i>
--

(If a firm has branch offices, complete for each specific branch office seeking work.)

[illegible]

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (Insert revenue index number shown at right)		PROFESSIONAL SERVICES REVENUE INDEX NUMBER	
a. Federal Work	0%	1. Less than \$100,000	6. \$2 million to less than \$5 million
b. Non-Federal Work	100%	2. \$100,00 to less than \$250,000	7. \$5 million to less than \$10 million
c. Total Work	100%	3. \$250,000 to less than \$500,000	8. \$10 million to less than \$25 million
		4. \$500,000 to less than \$1 million	9. \$25 million to less than \$50 million
		5. \$1 million to less than \$2 million	10. \$50 million or greater

The foregoing is a statement of facts.

a. SIGNATURE 	b. DATE 2/26/23
c. NAME AND TITLE RONALD E. SCHULTS	

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.2.

Meeting Date: May 8, 2023

From: Aaliyah Davis, (Purchasing Manager), Tino Anthony , (IT Director)

Subject: Purchase request for the upgrade of the City's Network Switches.

Staff Recommendation:

Staff recommends approval of the purchase request to Veytec, Inc. for an amount of \$150,036.71.

Analysis:

The purpose of this project is to upgrade the City's Network Switches and associated accessories to replace obsolete equipment. Network switches are utilized to connect all of the City's devices together including the servers, printers, phones, and Wi-Fi. The End of Life dates for the current network switches have passed. The network switches will ensure continued support, reliability, functionality, and additional security.

Procurement Analysis:

This purchase will use an existing State of Florida Contract #43220000-NASPO-19-ACS for Data Communication Products and Services. Florida state statute allows local municipalities to use state contracts for the procurement of goods and services. The City of Leesburg purchasing policy allows the use of these contracts in lieu of a competitive bid process.

Procurement staff identified this method as the most efficient method to procure the required goods and services for the telephone system upgrade.

Options:

1. Approve the purchase request to Veytec, Inc. for \$150,036.71; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Funds are available in the current Information Technology budget.

Account No.	001-1633-513-6410
Project No.	GFASST
WF No.	WF1380078
Requisition	55455
Budget	\$150,367.15

Available	\$150,367.15
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VEYTEC, INC
2301 SILVER STAR RD ORLANDO, FL 32804
Phone: 407-849-6391 - Fax: 407-849-0461

QUOTATION

Date	Quote #
04/14/23	AAAQ15021-01

Sold To:

CITY OF LEESBURG
MIKE ANDREWS
204 N 5TH STREET
LEESBURG, FL 34748

Ship To:

CITY OF LEESBURG
MIKE ANDREWS
204 N 5TH STREET
LEESBURG, FL 34748

State Contract #AR3227 Participating Addendum for FL
Agreement #43220000-NASPO-19-ACS

Terms	Account Manager
NET30	TROY POWERS

Qty	Mfg Part Num	Description	Disc Price	Ext Price
1	C9407R-96U-BNDL-A	Catalyst 9400 Series 7 slot, Sup, 2xC9400-LC-48U, DNA-A LIC	\$75,928.66	\$75,928.66
9	C9200L-48P-4G-E	Catalyst 9200L 48-port PoE+, 4 x 1G, Network Essentials	\$5,418.85	\$48,769.65
6	SFP-H10GB-CU1M=	10GBASE-CU SFP+ Cable 1 Meter	\$56.71	\$340.26
9	C9200L-24P-4G-E	Catalyst 9200L 24-port PoE+, 4 x 1G, Network Essentials	\$2,536.46	\$22,828.14
16	S10ACSDL10M-EO	EQUAL OPTICS 10GBASE-AOC SFP+ACTIVE OPTICAL CABLE	\$85.00	\$1,360.00
5	SFP-10G-LR-S-WO	EQUAL OPTICS 10GBASE-LR SFP+TRANSCIEVER 1310NM 10KM	\$74.25	\$371.25
5	JD094B-EO	EQUAL OPTICS 10GB-LR SFP+TRANSIEVER	\$87.75	\$438.75
Grand Total				\$150,036.71

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.1.

Meeting Date: May 8, 2023

From: Robert Hicks, (Police Chief)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute and correct a scrivener's error with the job classification for the Police Department position of "Crime Scene Technician" to "Crime Scene Investigator"; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the resolution authorizing correcting the job classification of "Crime Scene Technician" to that of "Crime Scene Investigator."

Analysis:

On March 13, 2023, the City Commission approved the expenditure and implementation of two (2) Crime Scene Technician position(s) and two (2) Police Services Aide position(s) within the Police Department. The resolution prepared and executed contained errors. The Crime Scene Technician (2) positions should have been titled Crime Scene Investigators (2). The attached resolution correctly states the job classification for the recently approved position. This is simply correcting the title of the position, the job duties, responsibilities, and pay grade are not impacted by this scrivener's error. The position remains civilian (non-sworn).

Procurement Analysis:

N/A

Options:

1. Approve the resolution correcting the job classification; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

There is no fiscal impact with the approval of the resolution.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
AND CORRECT A SCRIVENER'S ERROR WITH THE JOB
CLASSIFICATION FOR THE POLICE DEPARTMENT POSITION OF
"CRIME SCENE TECHNICIAN" TO "CRIME SCENE INVESTIGATOR"; 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 correct the previously approved new job title from "Crime Scene Technician" to that of "Crime Scene Investigator."

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 on the 8th day of May 2023.

Mayor

ATTEST:

City Clerk



City of Leesburg

Revision Date: 3/2/2023

Revised Salary Effective: 3/2/2023

Police Department Crime Scene Investigator (Non-Sworn)

Pay Grade: 124

Hourly Min. \$20.24

Hourly Max. \$28.02

Annual Min. \$42,099.20 Annual Max. \$58,281.60

MINIMUM REQUIREMENTS:

Must possess an Associate's Degree or technical degree/certificate from an accredited college or university with an emphasis in crime scene / forensic science, criminalistics, or related field and/or equivalent of two (2) years of on-the-job experience as a Crime Scene Investigator. Preference given to individuals with a degree and experience. Knowledge of laws and ordinances governing local police work, business English and spelling, report writing skills, State Statutes, and codes used in radio communications. Must learn to use certain police equipment and operation of motor vehicles. Applicant must have the ability to work with high a degree of independence, understand and execute difficult oral and written directions, access, input and retrieve information from a computer, learn assigned patrol tasks and adhere to prescribed routines. Applicant must also have the skill set to meet and deal courteously with the general public in a professional manner, deal courteously with unruly or concerned parties involved in incidents, effectively and harmoniously communicate with other employees, prepare clear and comprehensive reports, react quickly and calmly in emergencies and to execute duties firmly, tactfully and impartially.

The applicant must successfully pass a complete background investigation to the satisfaction of the employer prior to appointment.

LICENSE/CERTIFICATES:

Requires a valid State of Florida driver license and satisfactory driving record as a condition of initial and continued employment.

Must be eligible for Florida Department of Law Enforcement/Florida Crime Information Center (FCIC/NCIC) and Criminal Justice Information Services Certifications which the City will provide.

SELECTION FACTORS:

Nature of Work:

Under general supervision, the purpose of the position is to perform highly responsible work in a crime scene: latent fingerprint processing, DNA collection, photography, sketching, measurements, collection of evidence, comparison of Ten-Print to Ten-Print fingerprints, verification of latent fingerprint identifications., AFIS entry, photo line-ups, utilizing Adobe Photoshop, firearms trajectory, blood stain analysis, and court testimony, in addition, latent fingerprint identification , research of new technology. Training of new officers, staff and or volunteers as approved by the office of the Chief of Police. Employees in this classification are accountable for proper management of all items, and adherence to all laws governing the handling of police evidence.

Essential Job Function:

The tasks listed below are those that represent the majority of the time spent working in this class. Management may assign additional tasks related to the type of work of the class as necessary. Crime Scene Investigators are assigned to the Criminal Investigations Division and report for assignment to a CID Supervisor. Crime Scene Investigators will be assigned as needed. The duties and responsibilities of, but are not limited to, the following:

Related Job Functions:

- Document and collect evidence from crimes through photography, videography, and sketches with measurement, trajectory and blood spatter analysis, notes and written reports to assist in the investigation of crimes.
- Process evidence submitted through the Property Room for photo's, video analysis and latent fingerprints by using various powders and chemicals to assist in the identification of suspects.
- Obtains elimination fingerprints from victims and suspects for latent fingerprint comparison, as well as identification verification.
- Evaluate the quality of latent fingerprints collected from scenes and evidence to determine if the latent fingerprints are of value for comparison.
- Photograph victims and suspects to document injuries and physical conditions resulting from violent crimes.
- Uses an Alternate Light Source to examine collected evidence for body fluid stains, trace evidence (hairs, fibers, etc.) and latent fingerprints. The Alternate Light Source is also used to photograph latent fingerprints with chemicals and fluorescent dyes.
- Prepares evidence to send to the County, State, Federal and private Crime Laboratories for analysis.
- Investigations and other responsibilities of the Crime Scene Investigations Unit.
- Inventories and maintain the necessary equipment in the Crime Scene vans and lab.
- Assists the Latent Fingerprint Examiner in submitting latent fingerprints to the Automated Fingerprint Identification System (AFIS).
- Verifies latent fingerprint identifications made by the Latent Fingerprint Examiner.
- Prepares photo line-ups to assist Detectives and Patrol Officers in their investigations.
- Performs forensic video analysis of surveillance video tapes and DVD's to obtain visual images of suspects for possible identification of suspects, vehicles, etc.
- Trains new officers during orientation, including latent fingerprint processing and submission, evidence submission, and digital media submission.
- Provides support to department members for the following systems: booking, evidence management, digital management, and rapid ID.
- Obtains DNA standards from victims and suspects for lab submission for evidentiary comparison.
- Makes plaster casts; works in the crime lab; processes evidence brought into crime lab,
- Processes evidence using powders, chemicals and alternative light source,
- Test and maintain lab equipment to ensure it is working properly;

Related Job Functions:

- This position gathers, organizes, analyzes, examines, or evaluates data or information and may prescribe action based on such data or information, handles or uses machines, tools, or equipment that requires moderate instruction and experience. Performs addition and subtraction, multiplication and division and/or calculates ratios, rates and percentages. Reads technical instructions, procedures manuals, and charts to solve practical problems; composes routine and specialized reports, forms, and letters. Performs technical tasks requiring a wide range of procedures and requiring intensive understanding of a restricted field or complete familiarity with the functions of a unit or small division of an operating agency. Requires normal attention with short periods of concentration for accurate results or occasional exposure to unusual pressure,
- Depending upon the assignment, Crime Scene Investigators may work an eight (8), ten (10), or twelve-(12) hour shift.

These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

SUPERVISION RECEIVED: Special Services and Investigations Bureau/ CID Commander

DIRECTION EXERCISED: None

AMERICANS WITH DISABILITIES ACT REQUIREMENTS

PHYSICAL AND DEXTERITY REQUIREMENTS: Physical and dexterity refers to the requirement for physical exertion and coordination of limb and body movement.

Requires sedentary work that involves walking or standing some of the time, exerting up to 10 pounds of force on a regular and recurring basis and/or negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body. Ability for sustained keyboard operations.

ENVIRONMENTAL HAZARDS: Environmental hazards refer to the job conditions that may lead to injury or health hazards even though precautions have been taken.

The job risks exposure to no environmental hazards.

SENSORY REQUIREMENTS: Sensory ability refers to hearing, sight, touch, taste, and smell required by the job.

The job requires normal visual acuity and field of vision, hearing, speaking, and color, depth, and texture perception.

ADA COMPLIANCE

The City of Leesburg is an Equal Opportunity Employer. ADA requires the City to provide reasonable accommodations to qualified individuals with disabilities. Prospective and current employees are invited to discuss accommodations.

SPECIAL PROVISIONS:

Residency Requirement: Upon employment, employee must live within a 20-mile radius of the City Limits of Leesburg. initials

Assigned City Vehicle: Yes: x No:

Exempt/Non-Exempt Employee Status:

All positions in the City are classified as either exempt or non-exempt (in compliance with Federal Law) for pay administration purposes.

***This class is FLSA exempt.**

I acknowledge receipt of a copy of this job description. I understand that I am responsible for performing the duties listed here as well as other duties assigned by my supervisor or higher-level manager. My signature does not mean that I necessarily agree with this document, only that I was given a copy and advised of my job duties and responsibilities.

Name <i>(Print)</i>	Signature	Date
--	--	---

Department Head <i>(Print)</i>	Signature	Date
---	--	---

Supervisor <i>(Print)</i>	Signature	Date
--	--	---

Human Resources Director <i>(Print)</i>	Signature	Date
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City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.2.

Meeting Date: May 8, 2023

From: Dan Miller, (Planning and Zoning Director), Christine Rock, (Senior Planner)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Villages of West Lake Unit No. 78, a subdivision of the City of Leesburg, Florida, being a portion of Section 16, Township 20 South, Range 24 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Villages of West Lake Unit No. 78)

Staff Recommendation:

Staff recommends approval of the plat for Villages of West Lake Unit No. 78 Subdivision.

Analysis:

The property is generally located north of County Road 470 and east of the Florida Turnpike. The proposal is for approval of a plat consisting of 123 single-family residential lots. The review process for zoning, site plan and construction plans has been completed. Approval of this plat will complete the project review process and allow for the applicant(s) to apply for building permits, construct, and sell homes within this new subdivision.

Procurement Analysis:

N/A

Options:

1. Approve the request for a plat of the new Villages of West Lake Unit No. 78 subdivision; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

No direct fiscal impact will result from this action. However, a future positive fiscal impact will result from the completion of the homes to be constructed in this project, in the form of ad valorem taxes, impact fees and utility fees.

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ACCEPTING AND APPROVING A PLAT FOR VILLAGES OF WEST LAKE UNIT NO. 78, A SUBDIVISION OF THE CITY OF LEESBURG, FLORIDA, BEING A PORTION OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, AND ACCEPTING AND DEDICATING TO THE USE OF THE PUBLIC ANY EASEMENTS OR PUBLIC PLACES SHOWN THEREON AS BEING DEDICATED TO THE PUBLIC; AND PROVIDING AN EFFECTIVE DATE. (VILLAGES OF WEST LAKE UNIT NO. 78)

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

THAT the plat of the following described lands, which is named Villages of West Lake Unit No. 78 is hereby approved and accepted by the City of Leesburg, Florida; being

A PARCEL OF LAND LYING WITHIN THE NORTH 1/2 OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 16; THENCE ALONG THE NORTH LINE THEREOF RUN S89°11'07"E, 1581.49 FEET; THENCE DEPARTING SAID NORTH LINE RUN S00°48'53"W, 1223.59 FEET TO THE POINT OF BEGINNING; THENCE N80°18'00"E, 564.78 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 871.50 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°10'38", AN ARC DISTANCE OF 246.07 FEET TO THE POINT OF TANGENCY; THENCE S83°31'22"E, 155.99 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 621.50 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°29'18", AN ARC DISTANCE OF 48.69 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 397.50 FEET AND A CHORD BEARING AND DISTANCE OF S86°16'48"E, 29.01 FEET TO WHICH A RADIAL LINE BEARS S05°48'39"W; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°10'54", AN ARC DISTANCE OF 29.01 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 277.50 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°11'53", AN ARC DISTANCE OF 102.67 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 636.50 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°55'45", AN ARC DISTANCE OF 199.17 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 152.50 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°34'45", AN ARC DISTANCE OF 49.45 FEET TO THE POINT OF TANGENCY; THENCE S30°39'52"E, 41.94 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 621.50 FEET AND A CHORD BEARING AND DISTANCE OF S15°57'59"E, 527.38 FEET TO WHICH A RADIAL LINE

BEARS N48°55'42"E; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 50°12'37", AN ARC DISTANCE OF 544.64 FEET TO THE POINT OF TANGENCY; THENCE S09°08'20"W, 140.58 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 828.50 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°42'38", AN ARC DISTANCE OF 313.94 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 871.50 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°37'48", AN ARC DISTANCE OF 207.32 FEET TO THE POINT OF TANGENCY; THENCE S01°03'30"W, 117.27 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 39.27 FEET TO THE NORTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 470 (A 100 FOOT WIDE RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 11670-2601) AND A POINT OF CUSP; THENCE ALONG SAID NORTH RIGHT OF WAY LINE RUN N88°56'30"W, 1,007.42 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE RUN N40°48'34"E, 127.60 FEET; THENCE N51°36'03"E, 80.41 FEET; THENCE N47°38'45"W, 218.48 FEET; THENCE N21°27'47"W, 84.70 FEET; THENCE N32°46'56"W, 42.05 FEET; THENCE N59°52'24"W, 142.41 FEET; THENCE N42°14'52"E, 92.05 FEET; THENCE N59°52'24"W, 459.42 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 114.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°22'06", AN ARC DISTANCE OF 38.54 FEET; THENCE ALONG A NON-TANGENT LINE RUN S30°07'36"W, 76.12 FEET; THENCE S46°12'45"W, 50.75 FEET; THENCE N60°49'49"W, 137.77 FEET; THENCE N32°07'51"W, 78.43 FEET; THENCE N03°24'10"E, 63.68 FEET; THENCE N27°08'16"E, 64.03 FEET; THENCE N76°03'28"E, 62.23 FEET; THENCE N46°26'17"E, 110.73 FEET; THENCE N39°23'40"E, 127.06 FEET; THENCE N09°42'00"W, 263.50 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 628.50 FEET AND A CHORD BEARING AND DISTANCE OF N83°05'12"E, 61.11 FEET TO WHICH A RADIAL LINE BEARS S04°07'36"E; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°34'25", AN ARC DISTANCE OF 61.14 FEET TO THE POINT OF BEGINNING.

CONTAINING 44.03 ACRES, MORE OR LESS.

(See Exhibit A, Villages of West Lake Unit No. 78 Plat attached)

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 on the 8th day of May 2023.

Mayor

ATTEST:

City Clerk

VILLAGES OF WEST LAKE UNIT NO. 78

SECTION 16, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

SHEET 1 OF 5

PLAT BOOK

PAGE

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, THE VILLAGES LAND COMPANY, LLC (THE DEVELOPER) HAS CAUSED TO BE MADE THIS PLAT, VILLAGES OF WEST LAKE UNIT NO. 78, A SUBDIVISION OF LAND HEREIN DESCRIBED AND JOINS WITH VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14 (THE DISTRICT) TO HEREBY DEDICATE THE ROADWAYS SHOWN HEREON TO THE CITY OF LEESBURG AND THE PERPETUAL USE OF THE PUBLIC; AND DEDICATES TRACTS "A", "B", "C", "D", "E", "F", "G", "H", "I" AND "J" TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14.

WITNESSES:
(1) _____
SIGNATURE
PRINT NAME

THE VILLAGES LAND COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY,
BY: TVL COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY,
ITS MANAGER

(2) _____
SIGNATURE
PRINT NAME

BY: _____
MARTIN L. DZURO,
MANAGER

WITNESSES: VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14

(1) _____
SIGNATURE
PRINT NAME

BY: _____
C. DALE BORROWMAN,
CHAIR

(2) _____
SIGNATURE
PRINT NAME

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 20____, BY MARTIN L. DZURO, AS MANAGER OF AND ON BEHALF OF TVL COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE MANAGER OF THE VILLAGES LAND COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE PURPOSES EXPRESSED HEREIN, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC – STATE OF FLORIDA
PRINT NAME: _____
COMMISSION NO.: _____
COMMISSION EXPIRES: _____

SEAL

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 20____, BY C. DALE BORROWMAN, THE CHAIR OF VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14, ON BEHALF OF THE DISTRICT, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC – STATE OF FLORIDA
PRINT NAME: _____
COMMISSION NO.: _____
COMMISSION EXPIRES: _____

SEAL

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A REGISTERED SURVEYOR AND MAPPER, FULLY LICENSED TO PRACTICE IN THE STATE OF FLORIDA, DOES HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER HER SUPERVISION, AND THAT THIS PLAT COMPLIES WITH ALL OF THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES.

_____, DATE: _____
KAYE M. JAMESON, P.S.M. – REGISTRATION NUMBER 5912
CLYMER FARNER BARLEY SURVEYING, LLC – REGISTRATION NUMBER LB 8498
4450 N.E. 83RD ROAD
WILDWOOD, FLORIDA 34785

SEAL

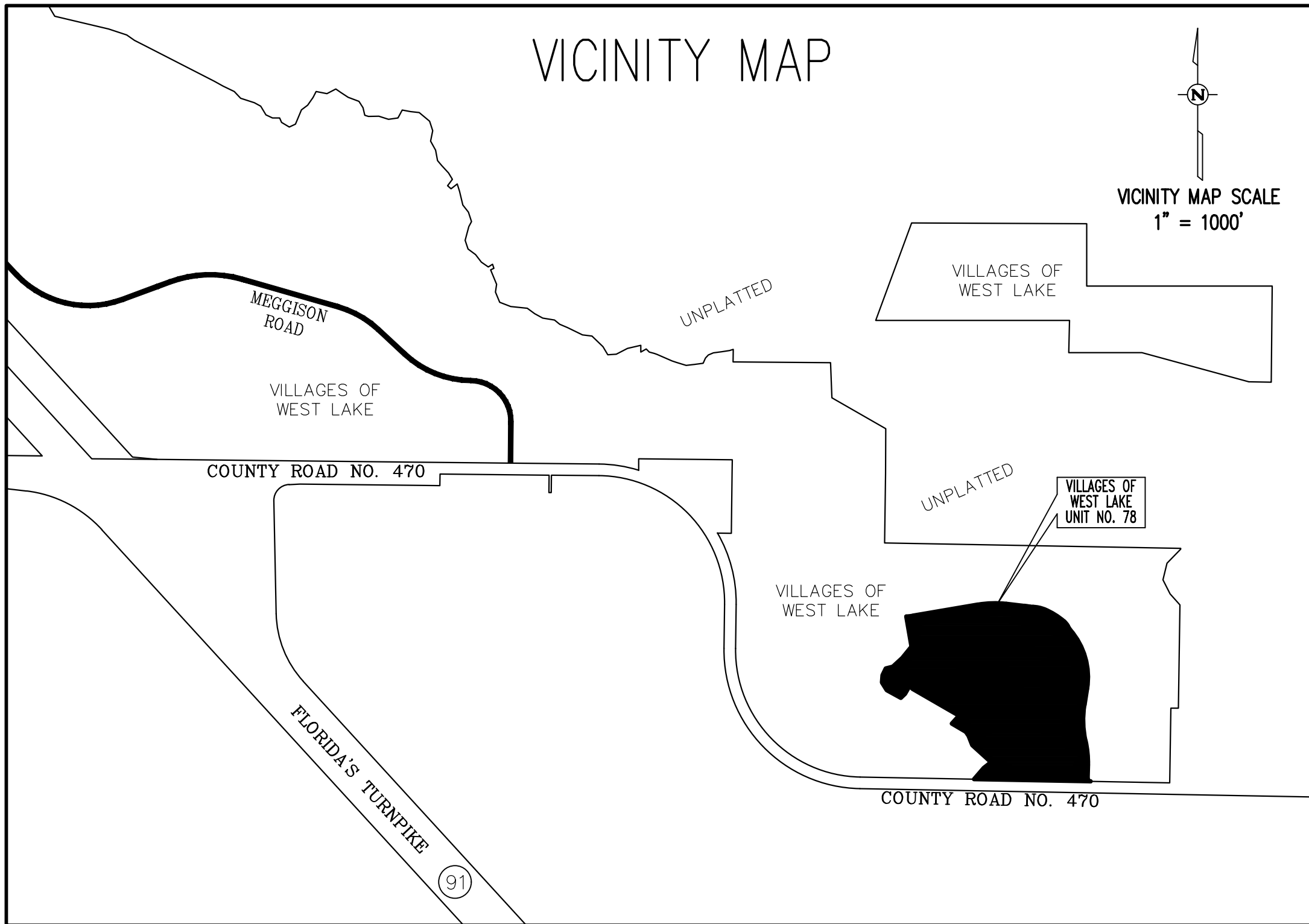
STATEMENT OF REVIEWER

"PURSUANT TO SECTION 177.081, FLORIDA STATUTES, I HAVE REVIEWED THIS PLAT FOR CONFORMITY TO CHAPTER 177, FLORIDA STATUTES, AND FIND THAT SAID PLAT COMPLIES WITH THE TECHNICAL REQUIREMENTS OF THAT CHAPTER; PROVIDED HOWEVER, THAT MY REVIEW DOES NOT INCLUDE FIELD VERIFICATION OF ANY OF THE COORDINATES, POINTS OR MEASUREMENTS SHOWN ON THIS PLAT."

_____, DATE: _____
SIGNATURE
_____, REGISTRATION NUMBER _____
PRINT NAME
WADE SURVEYING, INC. FOR CITY OF LEESBURG, FLORIDA

SEAL

VICINITY MAP



123 LOTS – 10 TRACTS

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

NOTES:

- 1.) BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE NORTH AMERICAN DATUM (NAD) OF 1983 WITH 2011 ADJUSTMENT AS DERIVED FROM THE L-NET NETWORK (TOPNET GNSS NETWORK). AS A REFERENCE, THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 24 EAST, HAS A BEARING OF SOUTH 89°11'07" EAST.
- 2.) ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- 3.) ALL DISTANCES SHOWN ARE IN FEET.
- 4.) WITH REFERENCE TO CURVILINEAR LOTS, RADIAL LINES HAVE BEEN DESIGNATED BY (R). ALL OTHER LINES ARE NON-RADIAL.
- 5.) LOT CORNERS WILL BE SET PRIOR TO THE TRANSFER OF ANY LOT OR PRIOR TO THE EXPIRATION OF THE BOND OR OTHER SURETY.
- 6.) PERMANENT CONTROL POINTS (P.C.P.'S) WILL BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT WAS RECORDED OR PRIOR TO THE EXPIRATION OF THE BOND OR SURETY.
- 7.) ALL PERMANENT REFERENCE MONUMENTS (P.R.M.'S) HAVE BEEN SET IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.
- 8.) TRACTS "A", "B", "C", "D", "E" AND "F" ARE FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND APPROVED IN WRITING BY DEVELOPER.
- 9.) TRACTS "G", "H", "I" AND "J" ARE FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND APPROVED IN WRITING BY DEVELOPER, NO INGRESS OR EGRESS IS PERMITTED WITHOUT THE DEVELOPER'S CONSENT.
- 10.) THE DISTRICT FINDS IT IN THE PUBLIC INTEREST, AND HEREBY AGREES TO PROVIDE THE FOLLOWING SERVICES: (A) MAINTENANCE AND REPAIR OF AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, THE SUBDIVISION, OR THE PUBLIC; (B) PAY FOR THE COST OF WATER AND SEWER PROVIDED BY WILDWOOD UTILITY DEPENDENT DISTRICT, OR ITS ASSIGNS, TOGETHER WITH THE COST OF GARBAGE, ELECTRICAL, LIGHTING, TELEPHONE, GAS AND OTHER NECESSARY UTILITY SERVICE FOR AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, SUBDIVISION, OR THE PUBLIC; (C) MAINTENANCE AND REPAIR OF THE STORM WATER RUNOFF DRAINAGE SYSTEM INCLUDING DRAINAGE EASEMENTS AND DRAIN PIPES NOT MAINTAINED BY SOUTHEAST WILDWOOD WATER CONSERVATION AUTHORITY, LLC, OR ITS ASSIGNS, OR THE CITY OF LEESBURG; AND (D) MAINTENANCE AND REPAIR OF THE LANDSCAPING AND IRRIGATION ON ISLANDS AND CUL-DE-SACS LOCATED WITHIN THE ROADWAYS, IF ANY.
- 11.) THE TITLE OPINION FOR THIS PLAT HAS BEEN SUBMITTED BY SEPARATE DOCUMENT.

VILLAGES OF WEST LAKE UNIT NO. 78 CONVEYANCE AND GRANT OF EASEMENTS TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14

ALL RIGHT, TITLE AND INTEREST OF THE VILLAGES LAND COMPANY, LLC, (THE DEVELOPER) IN TRACTS "A", "B", "C", "D", "E", "F", "G", "H", "I" AND "J" AND THE ROADWAYS SHOWN ON THIS PLAT OF VILLAGES OF WEST LAKE UNIT NO. 78 IS HEREBY SOLD, CONVEYED AND SET OVER TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14 (THE DISTRICT): (1) RESERVING UNTO THE DEVELOPER AND ITS ASSIGNS, AND EACH OF THEIR SUCCESSORS, TENANTS, INVITEES, AND GUESTS PERPETUAL EASEMENTS FOR INGRESS AND EGRESS AND THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF UNDERGROUND ELECTRIC, TELEPHONE, CABLE, GAS AND OTHER UTILITIES, IRRIGATION FACILITIES, POTABLE WATER, SANITARY SEWER AND STORM WATER FACILITIES, LANDSCAPED AREAS, FENCES, WALLS, ENTRY FACILITIES, INCLUDING ELECTRONIC CARD READING EQUIPMENT, GOLF CART AND PEDESTRIAN PATHS, SIGNAGE, ENJOYMENT IMPROVEMENTS AND GOLF CART AND PEDESTRIAN BRIDGES; AND (2) SUBJECT TO THE RESTRICTION THAT ALL ADDITIONS OF, REMOVAL OF, AND CHANGES TO IMPROVEMENTS LOCATED ON SUCH TRACTS AND ROADWAYS (INCLUDING, WITHOUT LIMITATION, ALL THOSE IMPROVEMENTS DESCRIBED ABOVE), MUST FIRST BE APPROVED IN ADVANCE BY THE DEVELOPER.

THE DEVELOPER ALSO GRANTS TO THE DISTRICT NON-EXCLUSIVE, PERPETUAL EASEMENTS OVER, ACROSS AND UPON ANY SPECIAL EASEMENTS SHOWN HEREON FOR THE PURPOSE OF MAINTAINING DRAINAGE FACILITIES LOCATED THEREON.

THE DISTRICT, BY EXECUTING THE DEDICATION CONTAINED ON THIS PLAT, ACCEPTS THIS CONVEYANCE AND AGREES TO MAINTAIN THE TRACTS LISTED ABOVE, INCLUDING ALL IMPROVEMENTS CONSTRUCTED THEREON AND DRAINAGE FACILITIES LOCATED WITHIN ANY SPECIAL EASEMENTS PERPETUALLY, AND MAINTAIN THE ROADWAYS AND DRAINAGE FEATURES LYING WITHIN SUCH ROADWAYS FOR TWO YEARS AFTER THE CITY ENGINEER HAS CERTIFIED THE CONSTRUCTION HAS BEEN COMPLETED.

WITNESSES AS TO ALL THE VILLAGES LAND COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY
BY: TVL COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY,
ITS MANAGER

SIGNATURE
PRINT NAME
SIGNATURE
PRINT NAME

BY: _____
MARTIN L. DZURO, MANAGER

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 20____, BY MARTIN L. DZURO, AS MANAGER OF AND ON BEHALF OF TVL COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE MANAGER OF THE VILLAGES LAND COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE PURPOSES EXPRESSED HEREIN, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC – STATE OF FLORIDA
PRINT NAME: _____
COMMISSION NO.: _____
COMMISSION EXPIRES: _____

SEAL

CERTIFICATE OF APPROVAL OF MUNICIPALITY

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE CITY COMMISSION OF THE CITY OF LEESBURG, LAKE COUNTY, FLORIDA, AND APPROVED BY THE SAID CITY COMMISSION FOR RECORD OF SAID CITY ON THE _____ DAY OF _____, 20____, PROVIDED THAT THIS PLAT IS RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF LAKE COUNTY, FLORIDA, WITHIN (90) DAYS UNLESS AN EXTENSION IS GRANTED FROM THE DATE OF APPROVAL BY SAID COMMISSION.

ATTEST: CITY CLERK
SIGNATURE
PRINT NAME

MAYOR/COMMISSIONER
SIGNATURE
PRINT NAME

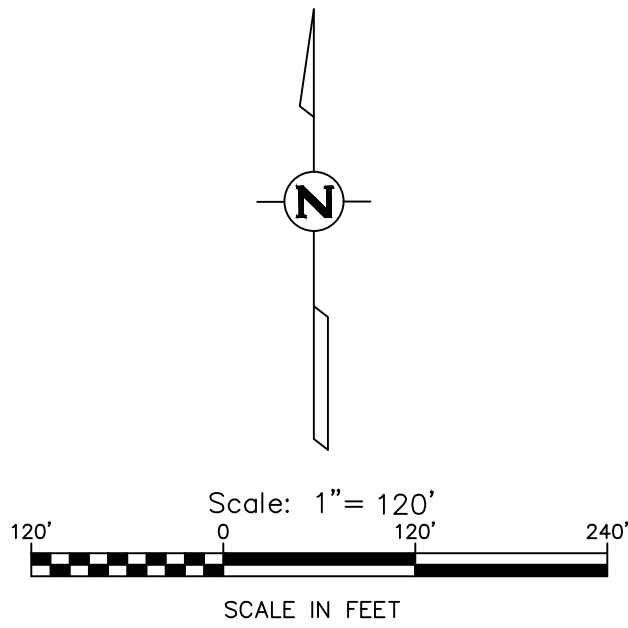
VILLAGES OF WEST LAKE UNIT NO. 78

SECTION 16, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

SHEET 2 OF 5

PLAT BOOK _____
PAGE _____

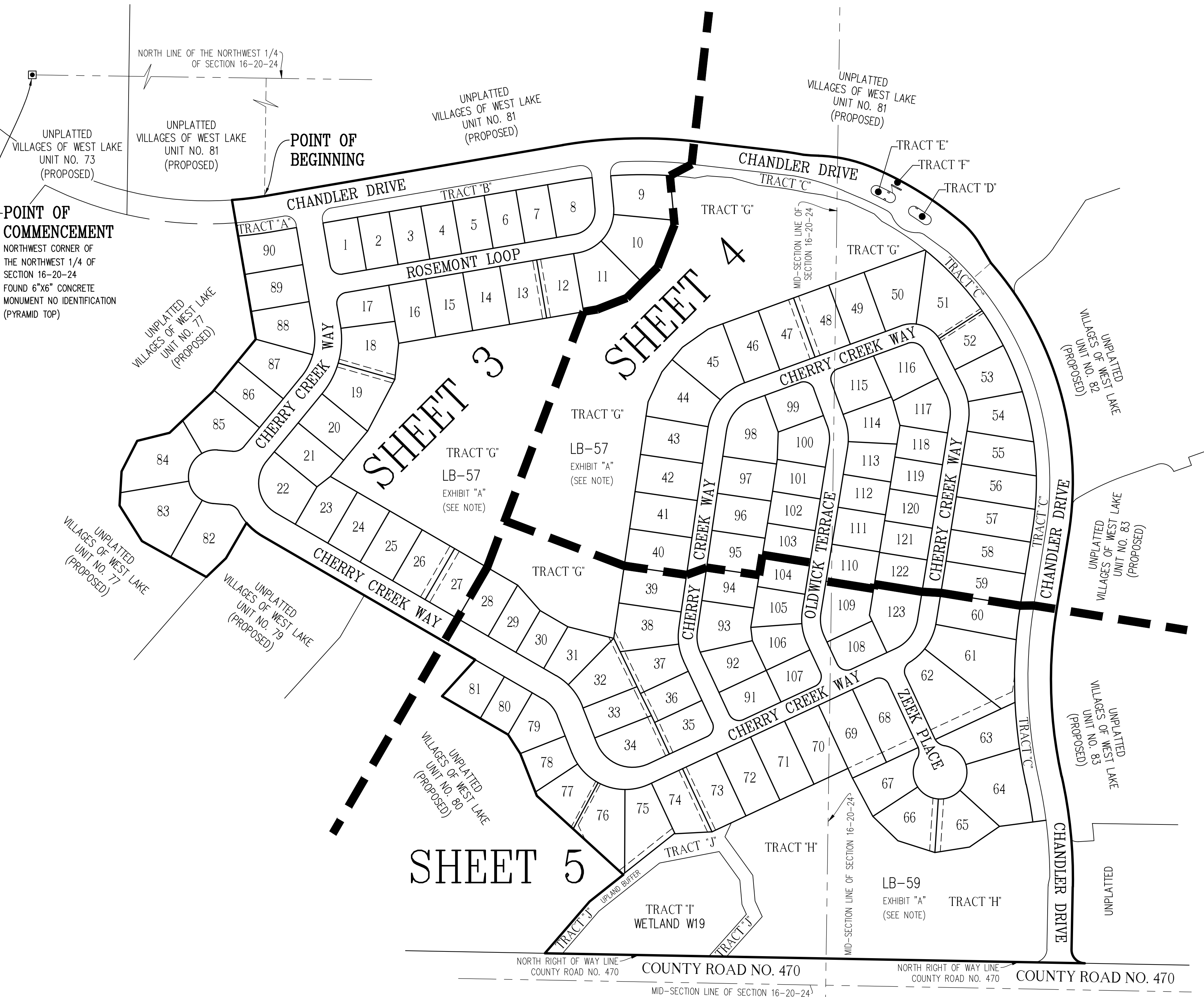
KEY MAP



NOTE

EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 6016,
PAGES 35-53. (STORMWATER RUNOFF, RETENTION & TREATED
EFFLUENT)

TRACT TABLE		
TRACT	SQ. FT.	ACREAGE
A	2,666	0.061
B	12,577	0.289
C	41,596	0.955
D	810	0.019
E	833	0.019
F	41	0.001
G	333,480	7.656
H	149,733	3.437
I	42,421	0.974
J	18,462	0.424



LEGEND

- INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #4709 & LB #8498), UNLESS OTHERWISE NOTED.
- INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET (LB #4709 & LB #8498)
- INDICATES P.K. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #4709 & LB #8498 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
- INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.091(9) FLORIDA STATUTES. (SEE NOTE #6.)
- C9 INDICATES CURVE NUMBER IN CURVE TABLE
- L9 INDICATES LINE NUMBER IN LINE TABLE
- Δ INDICATES CENTERLINE
- Δ INDICATES DELTA (CENTRAL ANGLE OF CURVE)
- CB INDICATES CHORD BEARING
- CH INDICATES CHORD DISTANCE
- L INDICATES ARC LENGTH
- LB INDICATES LICENSED BUSINESS
- NO. INDICATES NUMBER
- ORB INDICATES OFFICIAL RECORDS BOOK
- PC INDICATES POINT OF CURVATURE
- POC INDICATES POINT ON CURVE
- PCC INDICATES POINT OF COMPOUND CURVATURE
- PRC INDICATES POINT OF REVERSE CURVATURE
- PT INDICATES POINT OF TANGENCY
- R INDICATES RADIUS LENGTH
- (R) INDICATES RADIAL LINE
- DRA INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
- GFE INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
- SE INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS; DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.
- PB INDICATES PLAT BOOK
- PG INDICATES PAGE
- PCS INDICATES PAGES
- SQ FT INDICATES SQUARE FEET
- R/W INDICATES RIGHT-OF-WAY

PREPARED BY:

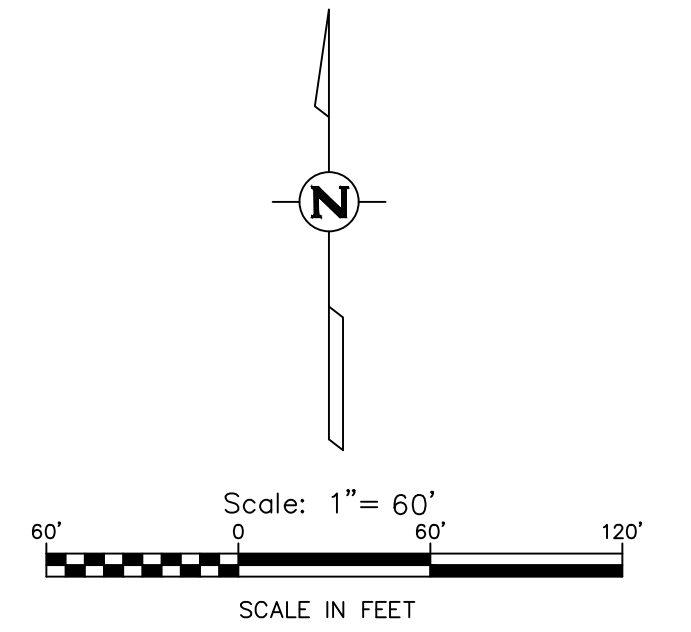
VILLAGES OF WEST LAKE UNIT NO. 78

SECTION 16, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

SHEET 3 OF 5

PLAT BOOK

PAGE



TRACT TABLE		
TRACT	SQ. FT.	ACREAGE
A	2,666	0.061
B	12,577	0.289
C	41,596	0.955
D	810	0.019
E	833	0.019
F	41	0.001
G	333,480	7.656
H	149,733	3.437
I	42,421	0.974
J	18,462	0.424

NOTE

EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 6016, PAGES 35-53. (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)

LEGEND

- INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #4709 & LB #498), UNLESS OTHERWISE NOTED.
- INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET (LB #4709 & LB #498).
- INDICATES P.K. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #4709 & LB #498 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
- INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.09(9) FLORIDA STATUTES. (SEE NOTE #5.)
- INDICATES CURVE NUMBER IN CURVE TABLE
- INDICATES LINE NUMBER IN LINE TABLE
- INDICATES CENTERLINE
- INDICATES DELTA (CENTRAL ANGLE OF CURVE)
- INDICATES CHORD BEARING
- INDICATES CHORD DISTANCE
- INDICATES ARC LENGTH
- INDICATES LICENSED BUSINESS
- INDICATES NUMBER
- INDICATES OFFICIAL RECORDS BOOK
- INDICATES POINT OF CURVATURE
- INDICATES POINT ON CURVE
- INDICATES POINT OF COMPOUND CURVATURE
- INDICATES POINT OF REVERSE CURVATURE
- INDICATES POINT OF TANGENCY
- INDICATES RADIUS LENGTH
- INDICATES RADIAL LINE
- INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
- INDICATES C.A.T. FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
- INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS, DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.
- INDICATES PLAT BOOK
- INDICATES PAGE
- INDICATES PAGES
- INDICATES SQUARE FEET
- INDICATES RIGHT-OF-WAY

LINE TABLE		
LINE	LENGTH	BEARING
L1	0.28'	N39°23'40"E
L2	31.57'	N52°12'57"E
L3	23.33'	N39°23'40"E
L9	28.37'	N85°13'11"W
L10	28.27'	N85°13'11"W
L11	3.91'	N39°23'40"E
L12	48.96'	S80°18'00"W
L18	28.96'	S80°18'00"W
L19	5.00'	N9°42'00"W
L20	5.00'	N9°42'00"W
L21	4.32'	N5°21'06"W
L22	4.32'	N5°21'06"W
L23	8.90'	S83°31'22"E
L24	23.27'	N79°46'55"E
L25	46.17'	S85°50'00"E
L26	51.18'	S73°50'01"E
L28	189.42'	S83°31'22"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C1	31.42'	20.00'	90°00'00"	S54°42'00"E	28.28'
C2	68.02'	45.50'	85°39'05"	N37°28'27"E	61.86'
C3	43.48'	803.50'	3°06'02"	S81°51'01"W	43.48'
C4	110.54'	803.50'	7°52'56"	S89°50'15"W	110.45'
C5	15.20'	80.50'	10°49'02"	N00°03'25"E	15.18'
C6	55.81'	80.50'	39°43'28"	N25°19'40"E	54.70'
C7	49.33'	80.50'	35°06'36"	N62°44'42"E	48.56'
C8	31.42'	20.00'	90°00'00"	S35°18'00"W	28.28'
C9	6.64'	160.00'	2°22'40"	N08°30'40"W	6.64'
C10	65.36'	160.00'	23°24'20"	N04°22'49"E	64.91'
C11	65.10'	160.00'	23°18'41"	N27°44'20"E	64.65'
C12	110.88'	64.00'	99°16'04"	S10°14'22"E	97.53'
C61	25.13'	114.00'	12°37'52"	S34°11'22"E	25.08'
C62	25.02'	25.00'	57°20'46"	N56°32'49"W	23.99'
C63	21.18'	50.00'	24°16'13"	S73°05'04"E	21.02'
C64	44.86'	50.00'	51°24'13"	S35°14'51"E	43.37'
C65	60.58'	50.00'	69°25'27"	S25°09'59"W	56.95'
C66	30.46'	50.00'	34°54'07"	S77°19'46"W	29.99'
C67	24.17'	25.00'	55°23'09"	N67°05'15"E	23.24'
C68	46.31'	110.00'	24°07'10"	N27°20'06"E	45.96'
C69	47.95'	110.00'	24°58'31"	N02°47'15"E	47.57'
C70	61.12'	696.50'	5°01'41"	N82°48'50"E	61.10'
C92	240.02'	850.00'	16°10'43"	S88°23'19"W	239.22'
C93	175.49'	850.00'	11°49'46"	N89°26'13"W	175.18'
C94	64.52'	850.00'	4°20'57"	S82°28'26"W	64.51'
C95	61.14'	650.00'	5°23'21"	N82°59'38"E	61.12'
C96	94.18'	63.00'	85°39'05"	N37°28'27"E	85.65'
C97	115.68'	135.00'	49°05'40"	N14°50'50"E	112.17'
C98	154.20'	89.00'	99°16'04"	S10°14'22"E	135.62'
C99	53.77'	89.00'	34°36'51"	S22°05'15"W	52.95'
C100	100.43'	89.00'	64°39'13"	S27°32'47"E	95.19'
C110	61.13'	671.50'	5°12'56"	N82°54'28"E	61.11'
C111	31.42'	20.00'	90°00'00"	N54°42'00"W	28.28'
C112	31.42'	20.00'	90°00'00"	S35°18'00"W	28.28'
C113	24.44'	828.50'	1°41'24"	S81°08'42"W	24.44'
C114	32.34'	20.00'	92°39'30"	N51°40'51"W	28.93'
C115	32.34'	20.00'	92°39'30"	S40°58'40"W	28.93'
C116	132.60'	828.50'	9°10'13"	N88°06'28"W	132.46'
C117	37.84'	803.50'	2°41'54"	N84°52'19"W	37.84'
C118	148.38'	803.50'	10°34'51"	N88°48'47"W	148.17'

PREPARED BY:



VILLAGES OF WEST LAKE UNIT NO. 78

SECTION 16, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

SHEET 4 OF 5 PLAT BOOK

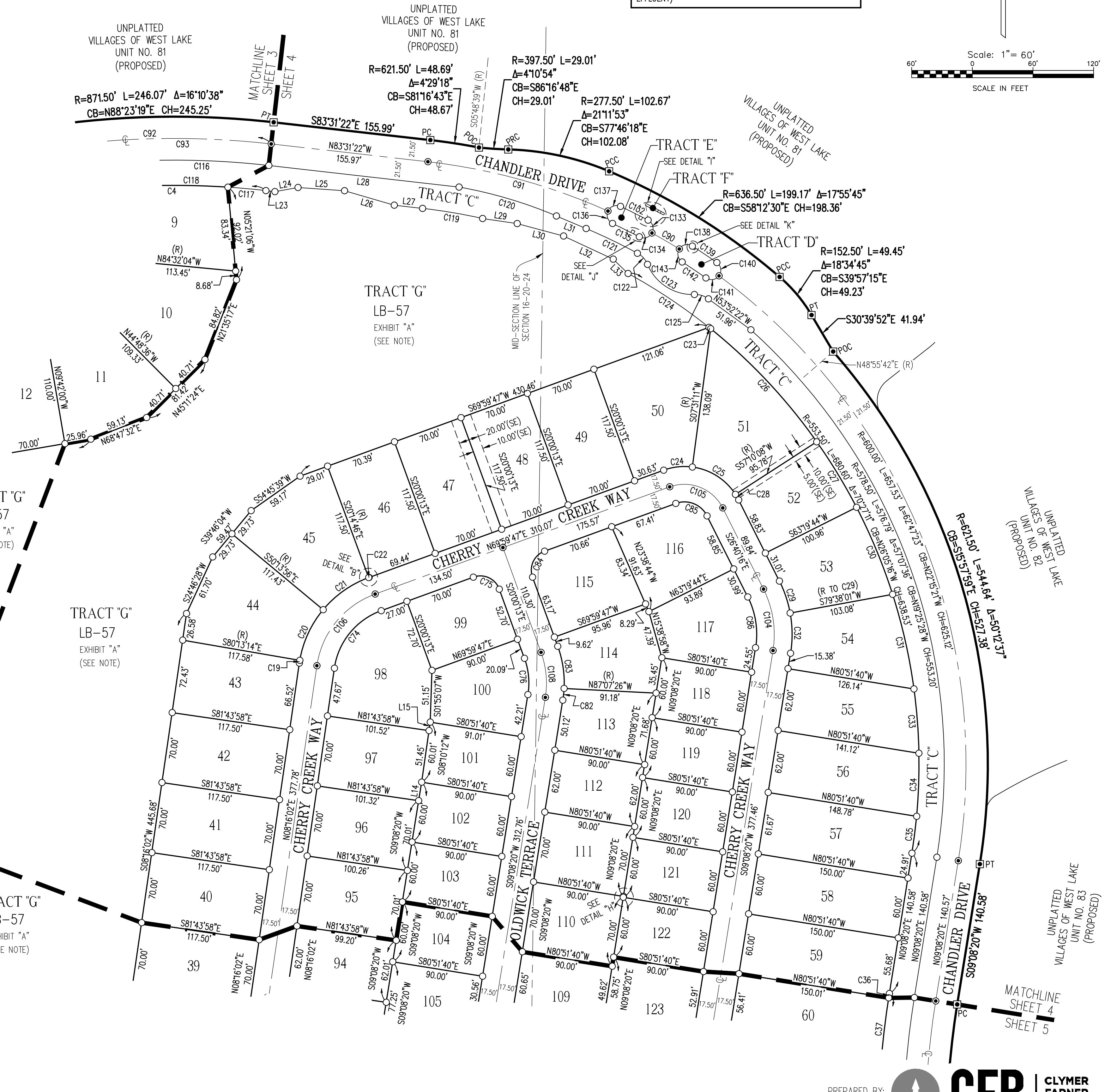
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CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C4	110.54'	803.50'	7°32'56"	S89°50'15"W	110.45'
C19	2.81'	106.50'	1°30'44"	S09°01'24"W	2.81'
C20	55.74'	106.50'	29°59'17"	S24°46'25"W	55.11'
C21	55.74'	106.50'	29°59'11"	S54°45'39"W	55.10'
C22	0.45'	106.50'	0°14'33"	S69°52'31"W	0.45'
C23	2.14'	553.50'	0°13'19"	N51°14'40"W	2.14'
C24	28.82'	60.00'	27°31'24"	S83°45'29"W	28.55'
C25	51.99'	60.00'	49°38'56"	N57°39'21"W	50.38'
C26	153.94'	553.50'	15°56'08"	N43°09'56"W	153.45'
C27	75.85'	553.50'	7°51'05"	N31°16'20"W	75.79'
C28	6.45'	60.00'	6°09'36"	N29°45'04"W	6.45'
C29	33.44'	117.50'	16°18'17"	N18°31'08"W	33.32'
C30	93.29'	553.50'	9°39'26"	N22°31'04"W	93.18'
C31	96.05'	553.50'	9°56'34"	N12°43'03"W	95.93'
C32	40.00'	117.50'	19°30'19"	N00°36'50"W	39.81'
C33	63.82'	553.50'	6°36'23"	N04°26'35"W	63.78'
C34	62.50'	553.50'	6°28'13"	N02°05'43"E	62.47'
C35	36.79'	553.50'	3°48'31"	N07°14'04"E	36.78'
C36	4.32'	896.50'	0°16'35"	S09°00'02"W	4.32'
C37	63.96'	896.50'	4°05'15"	S06°49'07"W	63.94'
C74	77.03'	71.50'	61°43'46"	S39°07'55"W	73.36'
C75	31.42'	20.00'	90°00'00"	N65°00'13"W	28.28'
C76	36.37'	71.50'	29°08'32"	N05°25'57"W	35.98'
C82	11.64'	106.50'	6°15'46"	N06°00'27"E	11.64'
C83	42.53'	106.50'	22°52'47"	N08°33'49"W	42.25'
C84	31.42'	20.00'	90°00'00"	S24°59'47"W	28.28'
C85	36.36'	25.00'	83°19'57"	N68°20'14"W	33.24'
C86	51.56'	82.50'	35°48'36"	N08°45'58"W	50.73'
C90	31.35'	600.00'	2°39'36"	N59°40'31"W	31.34'
C91	185.39'	600.00'	17°42'13"	N74°40'17"W	184.66'
C92	240.02'	850.00'	16°10'43"	S88°23'19"W	239.22'
C93	175.49'	850.00'	11°49'46"	N89°26'13"W	175.18'
C104	62.50'	100.00'	35°48'36"	N08°45'58"W	61.49'
C105	61.81'	42.50'	83°19'57"	N68°20'15"W	56.51'
C106	95.89'	89.00'	61°43'46"	S39°07'55"W	91.32'
C108	45.27'	89.00'	29°08'32"	N05°25'57"W	44.78'
C116	132.60'	828.50'	9°10'13"	N88°06'28"W	132.46'
C117	37.84'	803.50'	2°41'54"	N84°52'19"W	37.84'
C118	148.38'	803.50'	10°34'51"	N88°48'47"W	148.17'
C119	60.18'	553.50'	6°13'45"	N80°24'30"W	60.15'
C120	100.65'	450.50'	12°48'04"	N73°28'46"W	100.44'
C121	56.39'	575.50'	5°36'52"	N64°16'18"W	56.37'
C122	15.21'	22.50'	38°44'23"	N42°05'41"W	14.92'
C123	58.51'	48.50'	69°07'32"	S57°17'15"E	55.03'

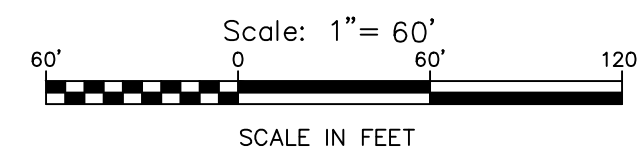
CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C124	96.21'	553.50'	9°57'32"	N56°20'05"W	96.08'
C125	14.91'	22.50'	37°58'39"	N72°51'42"W	14.64'
C132	30.47'	609.33'	2°51'56"	N63°29'45"W	30.47'
C133	14.73'	9.33'	90°26'44"	N16°50'25"W	13.25'
C134	14.58'	9.33'	89°33'16"	N73°09'35"E	13.14'
C135	29.54'	590.67'	2°51'56"	N63°29'45"W	29.54'
C136	14.58'	9.33'	89°33'16"	S20°09'04"E	13.14'
C137	14.73'	9.33'	90°26'44"	S69°50'56"W	13.25'
C138	14.73'	9.33'	90°26'44"	S77°29'23"W	13.25'
C139	29.20'	609.33'	2°44'45"	N55°54'53"W	29.20'
C140	14.73'	9.33'	90°26'44"	N09°19'08"W	13.25'
C141	14.58'	9.33'	89°33'16"	N80°40'52"E	13.14'
C142	28.31'	590.67'	2°44'45"	N55°54'53"W	28.31'
C143	14.58'	9.33'	89°33'16"	S12°30'37"E	13.14'
C145	18.98'	1182.00'	0°55'13"	S62°06'15"E	18.98'
C146	3.14'	1.00'	180°00'00"	N27°26'09"E	2.00'
C147	19.02'	1184.00'	0°55'13"	S62°06'15"E	19.02'
C148	3.14'	1.00'	180°00'00"	S28°21'21"W	2.00'
C149	6.05'	609.33'	0°34'09"	N62°20'51"W	6.05'
C150	3.00'	609.33'	0°16'56"	N62°46'23"W	3.00'
C151	2.90'	1182.00'	0°08'25"	S62°29'39"E	2.90'
C152	3.13'	1182.00'	0°09'06"	S62°20'53"E	3.13'
C153	3.13'	1184.00'	0°09'05"	S62°20'57"E	3.13'
C154	2.88'	1184.00'	0°08'22"	S62°29'40"E	2.88'
C155	6.38'	590.67'	0°37'09"	N62°22'21"W	6.38'
C156	3.00'	590.67'	0°17'28"	N62°49'40"W	3.00'
C157	4.00'	609.33'	0°22'34"	N57°05'58"W	4.00'

LINE TABLE		
LINE	LENGTH	BEARING
L14	18.56'	N9°08'20"E
L15	8.56'	N8°10'12"E
L23	8.90'	S83°31'22"E
L24	23.27'	N79°46'55"E
L25	46.17'	S85°55'00"E
L26	51.18'	S73°50'01"E
L27	28.23'	S83°31'22"E
L28	189.42'	S83°31'22"E
L29	34.61'	S81°45'36"E
L30	47.51'	S74°58'51"E
L31	31.87'	N67°04'44"W
L32	54.15'	S64°58'46"E
L33	20.47'	S46°03'15"E
L35	2.00'	S27°04'06"W
L36	2.00'	S27°04'06"W
L37	3.00'	N27°13'37"E
L38	3.00'	S62°46'23"E
L39	3.00'	N27°13'37"E
L40	3.00'	S27°10'20"W
L41	3.00'	S62°49'40"E
L42	3.00'	S27°10'20"W
L43	2.02'	N33°05'51"E
L44	4.00'	S56°54'09"E
L45	2.00'	N33°05'51"E

TRACT TABLE		
TRACT	SQ. FT.	ACREAGE
A	2,666	0.061
B	12,577	0.289
C	41,596	0.955
D	810	0.019
E	833	0.019
F	41	0.001
G	333,480	7.656
H	149,733	3.437
I	42,421	0.974
J	18,462	0.424



NOTE
EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 6016, PAGES 35-53. (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)



PREPARED BY:

CFB CLYMER FARNER BARLEY
SURVEYING
4450 NE 83RD ROAD - WILDLAND, FL 34785
(352) 748-3126 LB8498

LEGEND	
■	INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #4709 & LB #4988), UNLESS OTHERWISE NOTED.
■	INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET (LB #4709 & LB #4988)
●	INDICATES P.K. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #4709 & LB #4988 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
○	INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.09(3) FLORIDA STATUTES. (SEE NOTE #5)
C9	INDICATES CURVE NUMBER IN CURVE TABLE
L9	INDICATES LINE NUMBER IN LINE TABLE
A	INDICATES CENTERLINE
CB	INDICATES DELTA (CENTRAL ANGLE OF CURVE)
CH	INDICATES CHORD BEARING
CH	INDICATES CHORD DISTANCE
L	INDICATES ARC LENGTH
LB	INDICATES LICENSED BUSINESS
NO	INDICATES NUMBER
ORB	INDICATES OFFICIAL RECORDS BOOK
PC	INDICATES POINT OF CURVATURE
POC	INDICATES POINT ON CURVE
PCC	INDICATES POINT OF COMPOUND CURVATURE
PRC	INDICATES POINT OF REVERSE CURVATURE
R	INDICATES POINT OF TANGENCY
R	INDICATES RADIUS LENGTH
DR	INDICATES RADIAL LINE
DRA	INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
GFE	INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
SE	INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C13	28.40'	114.00'	14°16'25"	N52°44'12"W	28.33'
C14	48.02'	114.00'	24°08'13"	N33°31'53"W	47.67'
C15	116.73'	71.50'	93°32'31"	S68°14'02"E	104.19'
C16	31.42'	20.00'	90°00'00"	N19°59'42"E	28.28'
C17	32.76'	106.50'	17°37'32"	S16°11'32"E	32.63'
C18	29.08'	106.50'	15°38'48"	S00°26'38"W	28.99'
C36	4.32'	896.50'	0°16'35"	S09°00'02"W	4.32'
C37	63.96'	896.50'	4°05'15"	S06°49'07"W	63.94'
C38	3.08'	106.50'	1°39'17"	N09°57'58"E	3.08'
C39	50.60'	106.50'	27°13'17"	N24°24'16"E	50.12'
C40	116.82'	896.50'	7°27'58"	S01°02'31"W	116.74'
C41	37.95'	106.50'	20°25'01"	N48°13'25"E	37.75'
C42	29.13'	20.00'	83°26'14"	S16°42'49"W	26.62'
C43	2.69'	25.00'	6°10'21"	S28°05'28"E	2.69'
C44	21.52'	25.00'	49°18'34"	S55°49'56"E	20.86'
C45	55.70'	50.00'	63°49'30"	N48°34'27"W	52.86'
C46	86.58'	896.50'	5°31'59"	S05°27'27"E	86.54'
C47	68.03'	896.50'	4°20'51"	S10°23'53"E	68.01'
C48	71.35'	803.50'	5°05'16"	N10°01'40"W	71.33'
C49	51.43'	50.00'	58°56'19"	N12°48'27"E	49.20'
C50	44.86'	50.00'	51°24'13"	N6°7'58"44"E	43.37'
C51	46.23'	50.00'	52°58'17"	S59°50'01"E	44.60'
C52	55.70'	50.00'	63°49'30"	S01°26'08"E	52.86'
C53	21.52'	25.00'	49°18'34"	N05°49'20"E	20.86'
C54	2.69'	25.00'	6°10'21"	N21°55'07"W	2.69'
C55	31.42'	20.00'	90°00'00"	N70°00'18"W	28.28'
C56	46.86'	106.50'	25°12'41"	N77°36'02"E	46.48'
C57	52.23'	106.50'	28°05'55"	S75°44'40"E	51.71'
C58	52.23'	106.50'	28°05'58"	S47°38'43"E	51.71'
C59	22.55'	106.50'	12°07'58"	S27°31'45"E	22.51'
C60	42.90'	64.00'	38°24'38"	N40°40'05"W	42.11'
C71	31.42'	20.00'	90°00'00"	S70°00'18"E	28.28'
C72	1.67'	71.50'	1°20'30"	S24°20'03"E	1.67'
C73	39.85'	71.50'	31°55'50"	S07°41'53"E	39.33'
C77	24.85'	106.50'	13°22'01"	S02°27'19"W	24.79'
C78	38.62'	106.50'	20°46'36"	S14°37'00"E	38.41'
C79	31.42'	20.00'	90°00'00"	N19°59'42"E	28.28'
C80	31.42'	20.00'	90°00'00"	S70°00'18"E	28.28'
C81	42.61'	71.50'	34°08'37"	S07°55'59"E	41.98'
C87	69.70'	71.50'	55°51'23"	N37°04'01"E	66.98'
C88	202.21'	850.00'	13°37'48"	N05°45'24"W	201.73'
C89	322.10'	850.00'	21°42'42"	S01°42'58"E	320.17'
C101	59.66'	89.00'	38°24'38"	N40°40'05"W	58.55'
C102	145.30'	89.00'	93°32'31"	S68°14'02"E	129.69'
C103	86.76'	89.00'	55°51'23"	N37°04'01"E	83.37'
C107	51.68'	89.00'	33°16'20"	S08°22'08"E	50.96'
C109	53.04'	89.00'	34°08'37"	S07°55'59"E	52.26'
C126	339.70'	896.50'	21°42'38"	S01°42'59"E	337.67'
C127	180.16'	828.50'	12°27'32"	N06°20'32"W	179.80'
C128	330.23'	871.50'	21°42'38"	S01°42'59"E	328.26'
C129	73.57'	828.50'	5°05'16"	N10°01'40"W	73.54'
C130	39.27'	25.00'	90°00'00"	N46°03'30"E	35.36'
C131	106.59'	828.50'	7°22'16"	N03°47'54"W	106.51'
C144	49.05'	896.50'	3°08'06"	S01°07'25"E	49.05'

NOTE
EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 6016, PAGES 35-53. (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)

TRACT TABLE		
TRACT	SQ. FT.	ACREAGE
A	2,666	0.061
B	12,577	0.289
C	41,596	0.955
D	810	0.019
E	833	0.019
F	41	0.001
G	333,480	7.656
H	149,733	3.437
I	42,421	0.974
J	18,462	0.424

LINE TABLE		
LINE	LENGTH	BEARING
L4	3.71'	S21°27'47"E
L5	10.31'	S21°27'47"E
L6	13.99'	N25°00'18"W
L7	14.19'	S25°48'12"E
L8	123.30'	S51°36'03"W
L13	24.90'	S7°05'04"E
L16	18.58'	N6°45'59"E
L17	23.04'	N6°45'59"E
L34	135.17'	N79°03'45"E

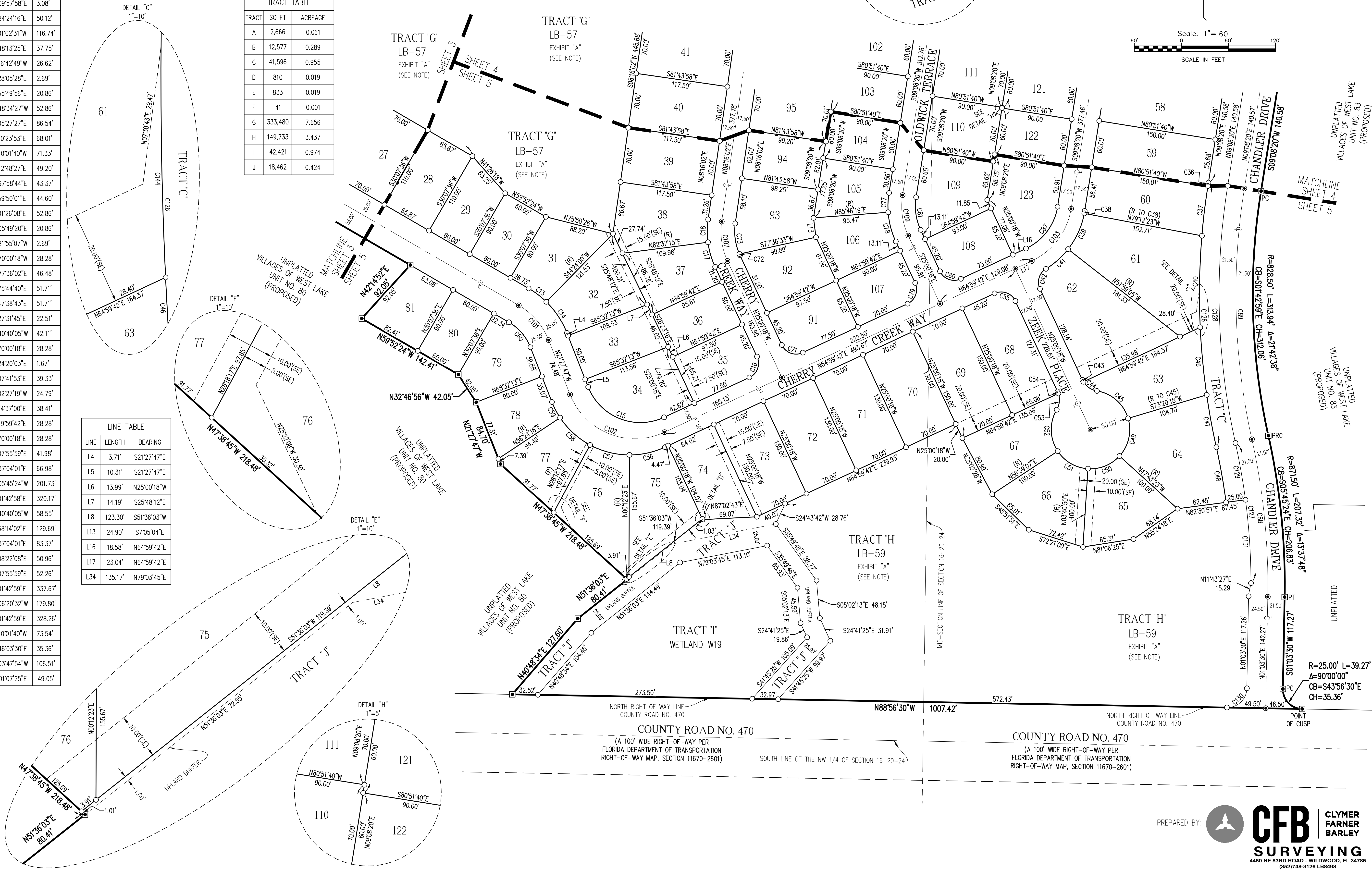
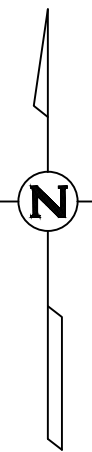
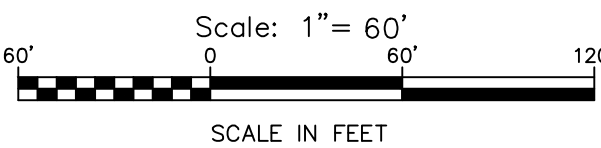
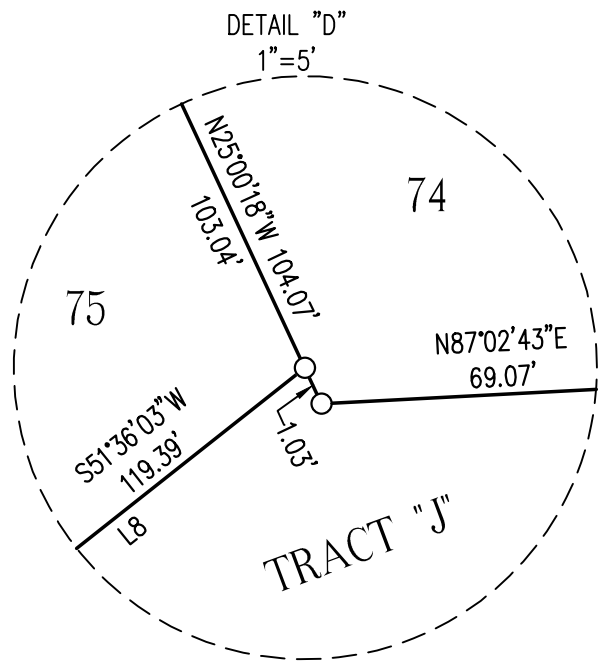
VILLAGES OF WEST LAKE UNIT NO. 78

SECTION 16, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

SHEET 5 OF 5

PLAT BOOK

PAGE



PREPARED BY:

CFB CLYMER
FARNER
BARLEY
SURVEYING
4450 NE 83RD ROAD - WILDLWOOD, FL 34785
(352) 748-3126 LB8498

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.3.

Meeting Date: May 8, 2023

From: Dan Miller, (Planning and Zoning Director), Christine Rock, (Senior Planner)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Villages of West Lake Unit No. 79, a subdivision of the City of Leesburg, Florida, being a portion of Section 16, Township 20 South, Range 24 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Villages of West Lake Unit No. 79)

Staff Recommendation:

Staff recommends approval of the plat for Villages of West Lake Unit No. 79 Subdivision.

Analysis:

The property is generally located north of County Road 470 and east of the Florida Turnpike. The proposal is for approval of a plat consisting of 51 single-family residential lots. The review process for zoning, site plan and construction plans has been completed. Approval of this plat will complete the project review process and allow for the applicant(s) to apply for building permits, construct, and sell homes within this new subdivision.

Procurement Analysis:

N/A

Options:

1. Approve the request for a plat of the new Villages of West Lake Unit No. 79 subdivision; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

No direct fiscal impact will result from this action. However, a future positive fiscal impact will result from the completion of the homes to be constructed in this project, in the form of ad valorem taxes, impact fees and utility fees.

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ACCEPTING AND APPROVING A PLAT FOR VILLAGES OF WEST LAKE UNIT NO. 79, A SUBDIVISION OF THE CITY OF LEESBURG, FLORIDA, BEING A PORTION OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, AND ACCEPTING AND DEDICATING TO THE USE OF THE PUBLIC ANY EASEMENTS OR PUBLIC PLACES SHOWN THEREON AS BEING DEDICATED TO THE PUBLIC; AND PROVIDING AN EFFECTIVE DATE. (VILLAGES OF WEST LAKE UNIT NO. 79)

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

THAT the plat of the following described lands, which is named Villages of West Lake Unit No. 79 is hereby approved and accepted by the City of Leesburg, Florida; being

A PARCEL OF LAND LYING WITHIN THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 16; THENCE ALONG THE NORTH LINE THEREOF RUN S89°11'07"E, 1778.29 FEET; THENCE DEPARTING SAID NORTH LINE RUN S00°48'53"W, 1965.67 FEET TO THE POINT OF BEGINNING; THENCE S30°07'36"W, 90.00 FEET; THENCE S42°14'52"W, 324.06 FEET; THENCE S52°14'48"W, 66.16 FEET; THENCE S76°47'37"W, 23.58 FEET; THENCE S01°03'30"W, 291.44 FEET TO THE NORTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 470 (A 100 FOOT WIDE RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 11670-2601); THE FOLLOWING TWO (2) COURSES BEING ALONG SAID NORTH RIGHT OF WAY LINE: RUN N88°56'30"W, 301.89 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 1,095.82 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°13'52", AN ARC DISTANCE OF 272.18 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE AND ALONG A NON-TANGENT LINE RUN N09°20'06"E, 405.26 FEET; THENCE N88°09'53"E, 36.51 FEET; THENCE N76°47'37"E, 392.68 FEET; THENCE N41°12'04"E, 204.92 FEET; THENCE N46°12'45"E, 50.75 FEET; THENCE N30°07'36"E, 76.12 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 114.00 FEET AND A CHORD BEARING AND DISTANCE OF S50°11'21"E, 38.35 FEET TO WHICH A RADIAL LINE BEARS S49°29'42"W; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°22'06", AN ARC DISTANCE OF 38.54 FEET TO THE POINT OF TANGENCY; THENCE S59°52'24"E, 220.19 FEET TO THE POINT OF BEGINNING.

CONTAINING 8.21 ACRES, MORE OR LESS.

(See Exhibit A, Villages of West Lake Unit No. 79 Plat attached)

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 on the 8th day of May 2023.

Mayor

ATTEST:

City Clerk

VILLAGES OF WEST LAKE UNIT NO. 79

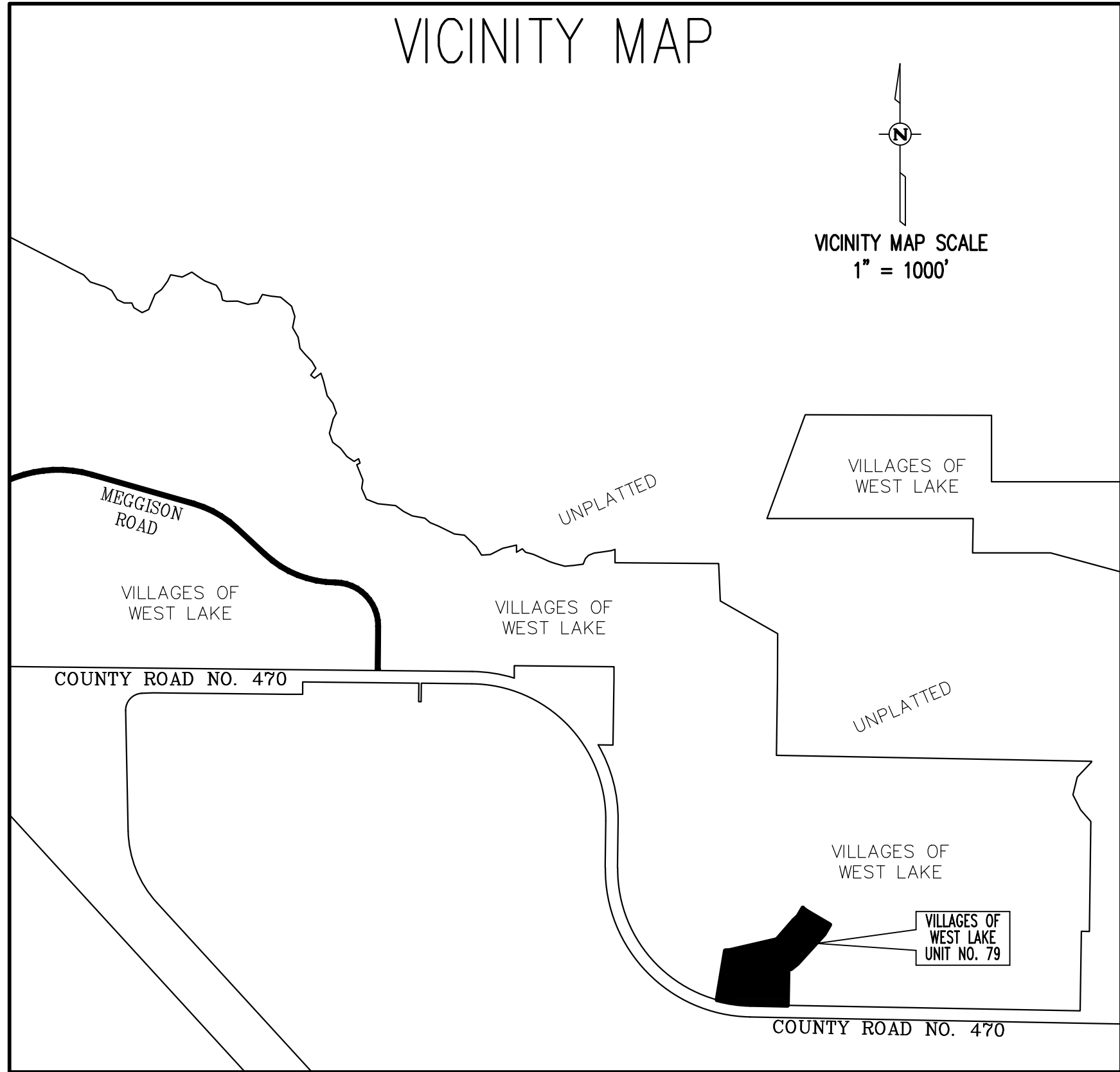
SECTION 16, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 16; THENCE ALONG THE NORTH LINE THEREOF RUN S89°11'07"E, 1778.29 FEET; THENCE DEPARTING SAID NORTH LINE RUN S00°48'53"W, 1965.67 FEET TO THE POINT OF BEGINNING; THENCE S30°07'36"W, 90.00 FEET; THENCE S42°14'52"W, 324.06 FEET; THENCE S52°14'48"W, 66.16 FEET; THENCE S76°47'37"W, 23.58 FEET; THENCE S01°03'30"W, 291.44 FEET TO THE NORTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 470 (A 100 FOOT WIDE RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 11670-2601); THE FOLLOWING TWO (2) COURSES BEING ALONG SAID NORTH RIGHT OF WAY LINE: RUN N88°56'30"W, 301.89 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 1,095.82 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 141°3'52", AN ARC DISTANCE OF 272.18 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE AND ALONG A NON-TANGENT LINE RUN N09°20'06"E, 405.26 FEET; THENCE N88°09'53"E, 36.51 FEET; THENCE N76°47'37"E, 392.68 FEET; THENCE N41°12'04"E, 204.92 FEET; THENCE N46°12'45"E, 50.75 FEET; THENCE N30°07'36"E, 76.12 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 114.00 FEET AND A CHORD BEARING AND DISTANCE OF S50°11'21"E, 38.35 FEET TO WHICH A RADIAL LINE BEARS S49°29'42"W, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°22'06", AN ARC DISTANCE OF 38.54 FEET TO THE POINT OF TANGENCY; THENCE S59°52'24"E, 220.19 FEET TO THE POINT OF BEGINNING.

CONTAINING 8.21 ACRES, MORE OR LESS.



51 LOTS – 5 TRACTS

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL, IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

NOTES:

- 1.) BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE NORTH AMERICAN DATUM (NAD) OF 1983 WITH 2011 ADJUSTMENT AS DERIVED FROM THE L-NET NETWORK (TOPNET ONNS NETWORK). AS A REFERENCE, THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 24 EAST, HAS A BEARING OF SOUTH 89°11'07" EAST.
- 2.) ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- 3.) ALL DISTANCES SHOWN ARE IN FEET.
- 4.) WITH REFERENCE TO CURVILINEAR LOTS, RADIAL LINES HAVE BEEN DESIGNATED BY (R). ALL OTHER LINES ARE NON-RADIAL.
- 5.) LOT CORNERS WILL BE SET PRIOR TO THE TRANSFER OF ANY LOT OR PRIOR TO THE EXPIRATION OF THE BOND OR OTHER SURETY.
- 6.) PERMANENT CONTROL POINTS (P.C.P.'S) WILL BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT WAS RECORDED OR PRIOR TO THE EXPIRATION OF THE BOND OR SURETY.
- 7.) ALL PERMANENT REFERENCE MONUMENTS (P.R.M.'S) HAVE BEEN SET IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.
- 8.) TRACTS "A" AND "B" ARE FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND APPROVED IN WRITING BY DEVELOPER.
- 9.) TRACTS "C", "D" AND "E" ARE FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND APPROVED IN WRITING BY DEVELOPER. NO INGRESS OR EGRESS IS PERMITTED WITHOUT THE DEVELOPER'S CONSENT.
- 10.) THE DISTRICT FINDS IT IN THE PUBLIC INTEREST, AND HEREBY AGREES TO PROVIDE THE FOLLOWING SERVICES: (A) MAINTENANCE AND REPAIR OF AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, THE SUBDIVISION, OR THE PUBLIC; (B) PAY FOR THE COST OF WATER AND SEWER PROVIDED BY WILDWOOD UTILITY DEPENDENT DISTRICT, OR ITS ASSIGNS, TOGETHER WITH THE COST OF GARBAGE, ELECTRICAL, LIGHTING, TELEPHONE, GAS AND OTHER NECESSARY UTILITY SERVICE FOR AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, SUBDIVISION, OR THE PUBLIC; (C) MAINTENANCE AND REPAIR OF THE STORM WATER RUNOFF DRAINAGE SYSTEM INCLUDING DRAINAGE EASEMENTS AND DRAIN PIPES NOT MAINTAINED BY SOUTHEAST WILDWOOD WATER CONSERVATION AUTHORITY, LLC, OR ITS ASSIGNS, OR THE CITY OF LEESBURG; (D) MAINTENANCE AND REPAIR OF THE LANDSCAPING AND IRRIGATION ON ISLANDS AND CUL-DE-SACS LOCATED WITHIN THE ROADWAYS, IF ANY; (E) MAINTENANCE AND REPAIR TO THE TOP AND EXTERIOR OF THE WALLS AND/OR FENCES LOCATED ON OR ADJACENT TO (I) THE REAR OF HOMESITES 41 AND 42; AND (II) TRACTS A, B, AND C OF THE SUBDIVISION; AND (F) MAINTENANCE AND REPAIR, INCLUDING STRUCTURAL REPAIR, TO THE WALLS AND/OR FENCES LOCATED ON OR ADJACENT TO TRACTS D AND E OF THE SUBDIVISION
- 11.) THE TITLE OPINION FOR THIS PLAT HAS BEEN SUBMITTED BY SEPARATE DOCUMENT.

SHEET 1 OF 2

PLAT BOOK _____

PAGE _____

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, THE VILLAGES LAND COMPANY, LLC (THE DEVELOPER) HAS CAUSED TO BE MADE THIS PLAT, VILLAGES OF WEST LAKE UNIT NO. 79, A SUBDIVISION OF LAND HEREIN DESCRIBED AND JOINS WITH VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14 (THE DISTRICT) TO HEREBY DEDICATE THE ROADWAYS SHOWN HEREON TO THE CITY OF LEESBURG AND THE PERPETUAL USE OF THE PUBLIC; AND DEDICATES TRACTS "A", "B", "C", "D" AND "E" TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14.

WITNESSES: THE VILLAGES LAND COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY,
BY: TVL COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY,
ITS MANAGER

(1) _____
SIGNATURE

PRINT NAME

(2) _____
SIGNATURE

PRINT NAME

WITNESSES: VILLAGE COMMUNITY DEVELOPMENT
DISTRICT NO. 14

(1) _____
SIGNATURE

PRINT NAME

(2) _____
SIGNATURE

PRINT NAME

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 20____, BY MARTIN L. DZURO, AS MANAGER OF AND ON BEHALF OF TVL COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE MANAGER OF THE VILLAGES LAND COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE PURPOSES EXPRESSED HEREIN, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC – STATE OF FLORIDA
PRINT NAME: _____
COMMISSION NO.: _____
COMMISSION EXPIRES: _____

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 20____, BY C. DALE BORROWMAN, THE CHAIR OF VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14, ON BEHALF OF THE DISTRICT, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC – STATE OF FLORIDA
PRINT NAME: _____
COMMISSION NO.: _____
COMMISSION EXPIRES: _____

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A REGISTERED SURVEYOR AND MAPPER, FULLY LICENSED TO PRACTICE IN THE STATE OF FLORIDA, DOES HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER HER SUPERVISION, AND THAT THIS PLAT COMPLIES WITH ALL OF THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES.

_____, DATE: _____
KAYE M. JAMESON, P.S.M. – REGISTRATION NUMBER 5912
CLYMER FARNER BARLEY SURVEYING, LLC – REGISTRATION NUMBER LB 8498
4450 N.E. 83RD ROAD
WILDWOOD, FLORIDA 34785

SEAL

STATEMENT OF REVIEWER

"PURSUANT TO SECTION 177.081, FLORIDA STATUTES, I HAVE REVIEWED THIS PLAT FOR CONFORMITY TO CHAPTER 177, FLORIDA STATUTES, AND FIND THAT SAID PLAT COMPLIES WITH THE TECHNICAL REQUIREMENTS OF THAT CHAPTER; PROVIDED HOWEVER, THAT MY REVIEW DOES NOT INCLUDE FIELD VERIFICATION OF ANY OF THE COORDINATES, POINTS OR MEASUREMENTS SHOWN ON THIS PLAT."

_____, DATE: _____
SIGNATURE
_____, REGISTRATION NUMBER _____
PRINT NAME
WADE SURVEYING, INC. FOR CITY OF LEESBURG, FLORIDA

SEAL

CERTIFICATE OF APPROVAL OF MUNICIPALITY

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE CITY COMMISSION OF THE CITY OF LEESBURG, LAKE COUNTY, FLORIDA, AND APPROVED BY THE SAID CITY COMMISSION FOR RECORD OF SAID CITY ON THE _____ DAY OF _____, 20____, PROVIDED THAT THIS PLAT IS RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF LAKE COUNTY, FLORIDA, WITHIN (90) DAYS UNLESS AN EXTENSION IS GRANTED FROM THE DATE OF APPROVAL BY SAID COMMISSION.

ATTEST: CITY CLERK

SIGNATURE

PRINT NAME

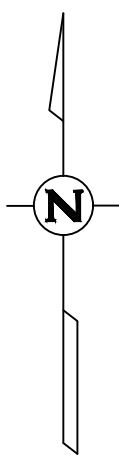
MAYOR/COMMISSIONER

SIGNATURE

PRINT NAME

VILLAGES OF WEST LAKE UNIT NO. 79

SECTION 16, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.



Scale: 1" = 50'
0 50 100
SCALE IN FEET

LINE TABLE		
LINE	LENGTH	BEARING
L1	15.00'	N75°07'36"E
L2	20.34'	S30°07'36"W
L3	30.33'	S42°14'52"W
L4	4.89'	N42°14'52"E
L5	21.35'	N76°47'37"E
L6	18.68'	N80°39'54"W
L7	17.31'	S45°42'51"E
L8	17.96'	S15°55'07"E
L9	11.09'	N41°12'04"E
L10	15.01'	N14°52'24"W
L11	52.03'	S59°52'24"E
L12	65.60'	N30°07'36"E
L13	30.65'	N13°12'23"W

TRACT TABLE		
TRACT	SQ. FT.	ACREAGE
A	1,069	0.025
B	1,152	0.026
C	11,453	0.263
D	70	0.002
E	70	0.002

LEGEND

- INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #4709 & LB #8498), UNLESS OTHERWISE NOTED.
- INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET (LB #4709 & LB #8498) INDICATES P.K. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #4709 & LB #8498 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
- INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.09(9) FLORIDA STATUTES. (SEE NOTE #5.)
- C9 INDICATES CURVE NUMBER IN CURVE TABLE
- L9 INDICATES LINE NUMBER IN LINE TABLE
- Δ INDICATES CENTERLINE
- CB INDICATES DELTA (CENTRAL ANGLE OF CURVE)
- CH INDICATES CHORD BEARING
- L INDICATES CHORD DISTANCE
- LB INDICATES ARC LENGTH
- NO INDICATES LICENSED BUSINESS
- ORB INDICATES NUMBER
- PC INDICATES OFFICIAL RECORDS BOOK
- POC INDICATES POINT OF CURVATURE
- PCC INDICATES POINT ON CURVE
- PRC INDICATES POINT OF REVERSE CURVATURE
- PT INDICATES POINT OF TANGENCY
- R INDICATES RADIUS LENGTH
- (R) INDICATES RADIAL LINE
- DRA INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYING PIPES
- GFE INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
- SE INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS, DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.
- PB INDICATES PLAT BOOK
- PG INDICATES PAGE
- PCS INDICATES PAGES
- SO FT INDICATES SQUARE FEET
- R/W INDICATES RIGHT-OF-WAY

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.
C1	4.06'	517.50'	0°26'59"	N30°21'05"E 4.06'
C2	50.09'	517.50'	5°32'46"	N33°20'58"E 50.07'
C3	55.32'	517.50'	6°07'31"	N39°11'06"E 55.30'
C4	21.46'	117.50'	10°27'50"	N47°28'47"E 21.43'
C5	36.09'	117.50'	17°35'46"	N61°30'34"E 35.94'
C6	13.30'	117.50'	6°29'09"	N73°33'02"E 13.29'
C7	30.33'	20.00'	86°53'50"	S33°20'43"W 27.51'
C8	20.75'	106.50'	11°09'42"	N04°31'21"W 20.71'
C9	23.56'	15.00'	90°00'00"	S43°56'30"E 21.21'
C10	20.03'	967.50'	1°11'11"	S88°20'55"E 20.03'
C11	20.03'	1075.82'	1°04'01"	S88°24'31"E 20.03'
C12	43.20'	1075.82'	2°18'03"	S86°43'29"E 43.20'
C13	39.36'	967.50'	2°19'52"	S86°35'24"E 39.36'
C14	37.89'	967.50'	2°14'37"	S84°18'09"E 37.89'
C15	22.90'	15.00'	87°29'03"	S53°04'38"W 20.74'
C16	63.86'	1075.82'	3°24'03"	S83°52'26"E 63.85'
C17	107.21'	1075.82'	5°42'36"	S77°27'16"E 107.17'
C18	7.50'	60.00'	7°09'41"	S12°54'57"W 7.49'
C19	29.10'	60.00'	27°47'22"	S30°23'28"W 28.82'
C20	31.20'	60.00'	29°47'45"	S59°11'01"W 30.85'
C21	2.84'	60.00'	2°42'43"	S75°26'15"W 2.84'
C22	49.74'	82.50'	34°32'45"	N59°31'14"E 48.99'
C23	42.67'	482.50'	5°04'01"	N39°42'51"E 42.66'
C24	55.34'	482.50'	6°34'18"	N33°53'41"E 55.31'
C25	4.06'	482.50'	0°28'56"	N30°22'04"E 4.06'
C26	38.42'	124.00'	17°45'07"	S50°59'51"E 38.27'
C27	34.08'	20.00'	97°38'29"	N54°23'09"W 30.11'
C28	8.27'	71.50'	6°37'25"	N02°15'12"W 8.26'
C29	39.27'	25.00'	90°00'00"	N46°03'30"E 35.36'
C30	80.09'	932.50'	4°55'15"	S86°28'53"E 80.06'
C31	40.73'	25.00'	93°21'22"	S37°20'35"E 36.38'
C32	29.43'	25.00'	67°27'30"	S43°03'51"W 27.76'
C33	105.78'	500.00'	12°07'16"	N36°11'14"E 105.58'
C34	60.29'	100.00'	34°32'45"	N59°31'14"E 59.38'
C35	50.04'	42.50'	67°27'30"	S43°03'51"W 47.20'
C36	126.61'	950.00'	7°38'09"	S85°07'25"E 126.51'
C37	22.16'	89.00'	14°15'54"	N06°04'27"W 22.10'
C38	269.31'	1075.82'	14°20'33"	S81°46'15"E 268.60'
C39	4.42'	25.00'	10°07'16"	S35°11'14"W 4.41'
C40	34.85'	25.00'	79°52'44"	S80°11'14"W 32.10'
C41	17.50'	1073.82'	0°56'02"	S80°46'32"E 17.50'
C42	17.50'	1073.82'	0°56'02"	S81°42'34"E 17.50'
C43	35.00'	1075.82'	1°51'51"	S81°14'29"E 35.00'
C44	4.41'	25.00'	10°06'47"	N25°04'13"E 4.41'
C45	34.86'	25.00'	79°53'13"	N19°55'47"W 32.10'



SHEET 2 OF 2

PLAT BOOK

PAGE

PREPARED BY:

CFB CLYMER
FARNER
BARLEY
SURVEYING
4450 NE 83RD ROAD - WILDLAND, FL 34785
(352) 748-3126 LB#498

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.4.

Meeting Date: May 8, 2023

From: Andi Purvis, (City Clerk)

Subject: Resolution of the City Commission of the City of Leesburg, Florida accepting a Utility Easement to the City of Leesburg from Carl A. Smith, Trustee of the Carl A. Smith Family Trust dated February 22, 2016, for the purpose of granting the City a Utility Easement over the property described therein; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Resolution for a Utility Easement from Carl A. Smith, Trustee of the Carl A. Smith Family Trust dated February 22, 2016, for the property described therein.

Analysis:

Carl A. Smith, Trustee of the Carl A. Smith Family Trust dated February 22, 2016, is granting a Utility Easement to the City of Leesburg, Florida for the purpose of construction, installation, repair, maintenance, replacement, and improvement of underground or above ground utilities, including but not limited to water, sewer, reuse water, natural gas, and electricity.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

None

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA ACCEPTING A UTILITY EASEMENT TO THE CITY OF
LEESBURG FROM CARL A. SMITH, TRUSTEE OF THE CARL A. SMITH
FAMILY TRUST DATED FEBRUARY 22, 2016, FOR THE PURPOSE OF
GRANTING THE CITY A UTILITY EASEMENT OVER THE PROPERTY
DESCRIBED THEREIN; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the Utility Easement granted to the City of Leesburg by Carl A. Smith, Trustee of the Carl A. Smith Family Trust dated February 22, 2016, for the purpose of granting the City a Utility Easement over, under, upon, across, through and within the real property described in the document, is hereby accepted.

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 on the 8th day of May 2023.

Mayor

ATTEST:

City Clerk

Prepared by/return to:
William Grant Watson, Esq.
Stone & Gerken, P.A.
4850 N. Highway 19A
Mount Dora, Florida 32757

UTILITY EASEMENT

THIS PERMANENT UTILITY EASEMENT ("Easement") is hereby granted by **CARL A. SMITH, TRUSTEE OF THE CARL A. SMITH FAMILY TRUST DATED February 22, 2016**, whose mailing address is Post Office Box 865, Lady Lake, Florida 32158 ("**GRANTOR**,"), to **THE CITY OF LEESBURG, FLORIDA**, a Florida municipal corporation, whose mailing address is P.O. Box 490630, Leesburg, Florida 34749-0630, and its successors and assigns ("**GRANTEE**");

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto **GRANTEE**, its successors and assigns forever, a perpetual non-exclusive easement for the construction, installation, alteration, operation, repair, maintenance, and replacement of utility improvements, including underground electricity and related facilities (the "**Facilities**"), over, under, upon, across, through and within the following described lands in Lake County, Florida, and referred to hereinafter as the "**Easement Area**" to wit:

SEE SKETCH AND DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"

The easement rights specifically include: (a) the right of perpetual ingress and egress to patrol, inspect, alter, improve, construct, repair, maintain, rebuild, relocate, remove and provide access and service to the Facilities; (b) the right to decrease or increase, or to change the quantity and type of, the Facilities; (c) the right to clear the Easement Area of trees, limbs, undergrowth, and other physical objects (regardless of the location of such trees, limbs, undergrowth and other objects) which, in the opinion of Grantee, endanger or interfere with the safe and efficient installation, operation, or maintenance of the Facilities; and (e) all other rights and privileges reasonably necessary or convenient for the safe and efficient installation, operation, and maintenance of the facilities and for the enjoyment and use of such Easement for the purposes described above. Such easement rights shall include any temporary construction easement over and across such property as is necessary to the proper use and enjoyment of any right granted herein.

GRANTOR shall not erect, construct, or create any buildings, structures, or obstacles within the Easement Area that interfere with **GRANTEE'S** rights as described herein or install any landscaping with root systems that may damage the Facilities; however, **GRANTOR** may use the surface of the Easement Area in any manner that does not interfere with the rights granted to **GRANTEE** herein, which shall specifically include usage as and for roadways, parking areas, sidewalks, curbs, and sodding. **GRANTEE** will repair and/or replace any roadways, parking areas, sidewalks, curbs, and sodding in the Easement Area that is damaged in connection with any maintenance or repairs made by **GRANTEE** to the Facilities. **GRANTOR** reserves the right to grant rights to others affecting said Easement Area provided that such rights do not create an unsafe condition or conflict with the rights granted to **GRANTEE** herein. Failure to exercise the rights herein granted to **GRANTEE** shall not constitute a waiver or abandonment.

GRANTOR warrants and covenants that **GRANTOR** is lawfully seized and in possession of the real property underlying the Easement Area, as specifically described and depicted in Exhibit "A" attached

hereto, and has the right to convey this Easement, and that **GRANTEE**, its successors, successors-in-title and assignees shall have quiet and peaceful possession, use, and enjoyment of this Easement. The rights, privileges, and burden of the Easement granted herein shall be a covenant running with the land and the rights and duties shall descend to the parties' successors and assigns. **GRANTEE** shall include **GRANTEE'S** agents, contractors, subcontractors, licensees, franchisees, employees, and other parties associated with Grantee in furtherance of the purposes herein set forth.

IN WITNESS WHEREOF, this Easement has been executed by **GRANTOR** on the day and year first above written.

WITNESSES:

GRANTOR:

Patricia King
Signature

By: Carl A. Smith
Carl A. Smith, Trustee of the Carl A. Smith
Family Trust Dated February 22, 2016

Patricia King
Printed Name

Jeff Carlino
Signature

Jeff Carlino
Printed Name

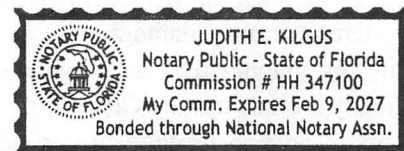
STATE OF Florida
COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 10th day of March, 2023, by Carl A. Smith, Trustee of The Carl A. Smith Family Trust Dated February 22, 2016, who is ☒ personally known to me or ☐ who produced the following identification:

Judith E. Kilgus
Notary Public Signature
Judith E. Kilgus
Notary Public Name

My Commission Number: #347100
My Expiration Date: 2/9/27

(seal)



SKETCH FOR DESCRIPTION

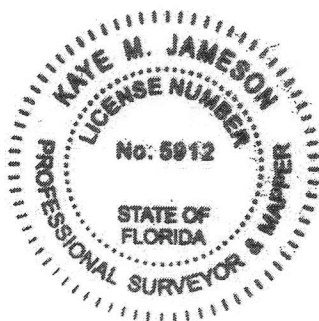
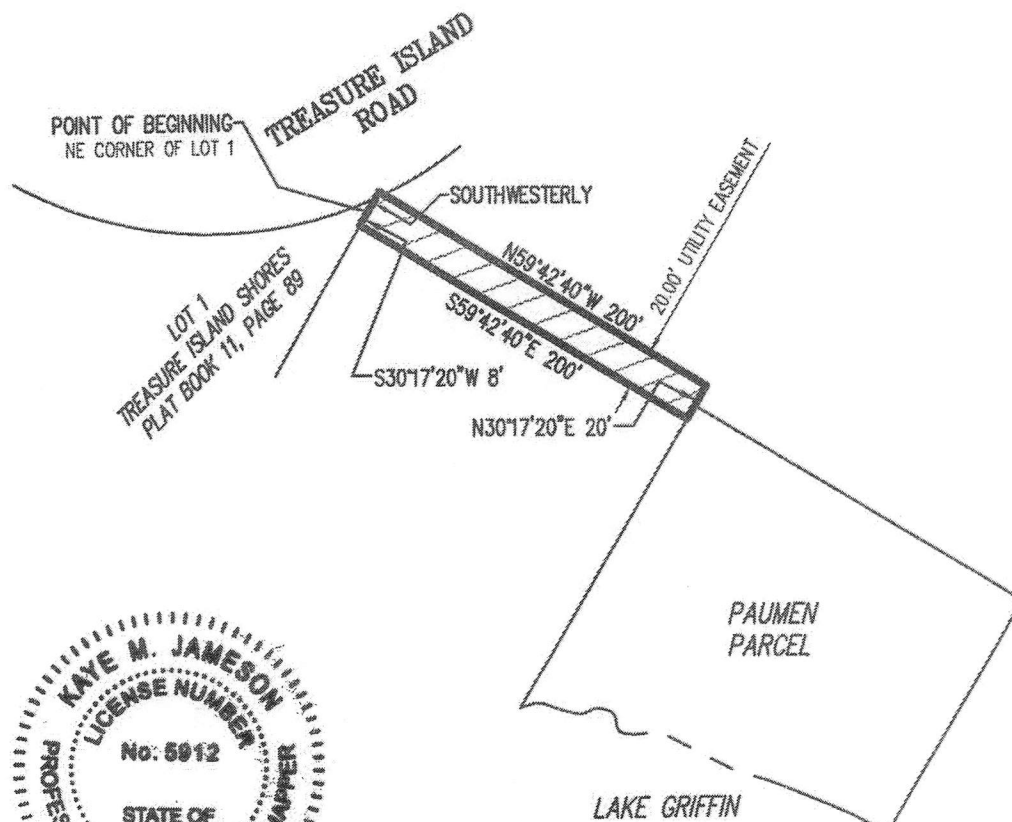
(NOT A FIELD SURVEY)
UTILITY EASEMENT

EXHIBIT "A"
SHEET 1 OF 1

LEGAL DESCRIPTION

A STRIP OF LAND 20 FEET WIDE LYING WITHIN GOVERNMENT LOT 3 IN SECTION 5, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF LOT 1, ACCORDING TO THE PLAT OF TREASURE ISLAND SHORES, RECORDED IN PLAT BOOK 11, PAGE 89, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; RUN S30°17'20"W ALONG THE EAST LINE OF SAID LOT 1 A DISTANCE OF 8 FEET; THENCE S59°42'40"E 200 FEET; THENCE N30°17'20"E, 20 FEET; THENCE N59°42'40"W, 200 FEET MORE OR LESS, TO A POINT THAT INTERSECTS TREASURE ISLAND AVENUE AS SHOWN ON SAID PLAT; THENCE SOUTHWESTERLY ALONG THE RIGHT-OF-WAY OF SAID TREASURE ISLAND AVENUE TO THE POINT OF BEGINNING.



2/9/23
DATE

Kaye M. Jameson
KAYE M. JAMESON, PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 5912

GENERAL NOTES

1. THE SKETCH OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SKETCH PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES NOT REPRESENT A FIELD SURVEY.
3. EASEMENT IS BASED UPON INSTRUMENTS OF RECORD.



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.5.

Meeting Date: May 8, 2023

From: James Williams, (Finance Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, creating authorized signatories as required by TD Bank NA to honor all checks, drafts, or other orders for payment of money drawn in the name of the City of Leesburg; providing a sample of said individuals signature; and providing an effective date.

Staff Recommendation:

Approve the Resolution to Open a bank account at TD Bank NA.

Analysis:

This Resolution provides TD Bank and the City authorization to open bank accounts for the City's use. In this case, the City is purchasing a \$4,000,00 CD for 12 months at 4.8%.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

Interest received on the CD.

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, CREATING AUTHORIZED SIGNATORIES AS REQUIRED BY TD BANK NA TO HONOR ALL CHECKS, DRAFTS, OR OTHER ORDERS FOR PAYMENT OF MONEY DRAWN IN THE NAME OF THE CITY OF LEESBURG; PROVIDING A SAMPLE OF SAID INDIVIDUALS SIGNATURE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, TD Bank NA, 2035 Limestone Road, Wilmington, Delaware, has qualified as a City depository pursuant to the provisions of Chapter 280, Florida Statutes; and,

WHEREAS, the City Commission, in and for the City of Leesburg, desires to authorize signatories as required by TD Bank NA to honor all checks, drafts and other orders for payment of money drawn in the name of the City of Leesburg on its demand deposits, time deposits and savings accounts at TD Bank NA.

WHEREAS, TD Bank NA has requested that the City Commission provide a sample of the signatures of the City Manager, Finance Director, and Financial Reporting Manager of the City of Leesburg, Florida to facilitate the above referenced transactions.

NOW THEREFORE, BE IT RESOLVED by the Commission, in and for the City of Leesburg, Florida as follows:

THAT the City of Leesburg hereby authorizes the signatories above to sign checks, drafts or other orders for payment of money drawn in the name of the City of Leesburg effective February 13, 2023.

THAT TD Bank NA is being provided a sample of the signatories of the aforementioned authorized persons.

THAT this Resolution shall take effect immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 8th day of May 2023.

Mayor

ATTEST:

City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.6.

Meeting Date: May 8, 2023

From: Sandra Wilson, (Housing Director)

Subject: Resolution of the City of Leesburg, Florida, pertaining to the Urban County Cooperation Agreement relating to the Community Development Block Grant Program; providing for approval of agreement and authorization to execute; providing for the implementation of administrative actions; providing a savings clause; providing for scrivener's errors; providing for conflicts; providing for severability; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the urban county cooperation agreement between the City of Leesburg and Lake County Government to undertake activities pursuant to the Community Development Block Grant Entitlement program.

Analysis:

The City of Leesburg originally entered into an Urban County Cooperation Agreement with Lake County during July 2014. This agreement will be for fiscal years 2023, 2024, and 2025.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

None

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY OF LEESBURG, FLORIDA, PERTAINING TO THE URBAN COUNTY COOPERATION AGREEMENT RELATING TO THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM; PROVIDING FOR APPROVAL OF AGREEMENT AND AUTHORIZATION TO EXECUTE; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, under Title I of the Housing and Community Development Act of 1974, as amended (Title I), the Secretary of the U.S. Department of Housing and Urban Development is authorized to extend financial assistance to communities in the elimination or prevention of slums or urban blight, or activities which will benefit low and moderate-income persons or other urgent community development needs; and

WHEREAS, Title I provides federal funding to Lake County, Florida, to carry out eligible community development activities; and

WHEREAS, the City of Leesburg (City) is interested in cooperating with Lake County to undertake, or assist in undertaking, community and housing assistance activities that benefit low and moderate, income persons in the City; and

WHEREAS, the City has determined that participation in the Lake County Urban County Entitlement Community Development Block Grant Program will promote the health, safety and welfare of its citizens.

NOW, THEREFORE, BE IT RESOLVED by the City as follows:

Section 1. Recitals. The above recitals are hereby adopted as legislative findings of the City and are ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

Section 2. Approval of Agreement and Authorization to Execute. The Urban County Cooperation Agreement Relating to the Community Development Block Grant Program between Lake County, Florida and the City of Leesburg, attached hereto as **Exhibit A**, is hereby approved. The Mayor, or a designee thereof, is authorized to execute The Urban County Cooperation Agreement Relating to the Community Development Block Grant Program on behalf of the City.

Section 3. Implementing Administrative Actions. The City Manager is hereby authorized and directed to take such actions as may be deemed necessary and appropriate in order to implement the provisions of this Resolution. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth

to such City employees as are deemed effectual and prudent.

Section 4. Savings Clause. All prior actions of the City pertaining to the Urban County Cooperation Agreement Relating to the Community Block Grant Program, which is the subject of this Resolution, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

Section 5. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

Section 6. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

Section 7. Severability. If any section, sentence, clause, or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, the holding will in no way affect the validity of the remaining portions of this Resolution.

Section 8. Effective Date. This Resolution shall take effect upon its adoption.

PASSED AND ADOPTED this ____ day of _____, 2023.

_____, Mayor

This ____ day of _____, 2023.

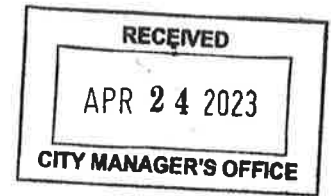
ATTEST:

City Clerk

Approved as to form and legality:

City Attorney

Exhibit "A"
Urban County Cooperation Agreement
Relating to the Community Development
Block Grant Program
between the City and Lake County,
Florida



Office of Housing & Community Services
P.O. Box 7800 • 2008 Classique Lane • Tavares, FL 32778

April 18, 2023

Al Minner, City Manager
City of Leesburg
P.O. Box 490630
Leesburg, FL 34749

Re: Participation in Lake County Community Development Block Grant Program for Fiscal Years 2023, 2024 and 2025

Dear Mr. Minner:

Lake County qualifies as an Urban County Entitlement Community under the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program. Currently, Lake County is inviting your community to consider your participation in the CDBG Program for Fiscal Years 2023, 2024 and 2025. In accordance with HUD deadlines, a response from your municipality is required by May 15, 2023. In order to participate in the Lake County CDBG Program, your municipality must adopt a resolution (note enclosed draft resolution) to agree to participate and execute two copies of the attached Cooperation Agreement.

Your municipality's decision to authorize inclusion, or elect exclusion, from the program will be effective for three years covering the federal fiscal years 2023, 2024 and 2025. Please note that the amount of CDBG funds awarded to Lake County is based on the population within the municipalities participating in the CDBG program; exclusion by a municipality will effectively reduce available funds to all of Lake County.

In order to calculate Lake County's entitlement grant for 2023, HUD needs to know which jurisdictions are participating in our County. Therefore, we must receive the adopted certified resolution and two executed Cooperation Agreements of your intent to participate in the program, no later than May 15, 2023. We are available to make a formal presentation via teleconference to your Council members to explain the CDBG program and how your municipality can benefit. Please do not hesitate to contact me should you like to schedule a presentation.

Municipalities authorizing inclusion in the County CDBG Program are not eligible to apply for grants under the State of Florida CDBG program.

P 352.742.6540 • F 352.742.6542
Board of County Commissioners • www.lakecountyfl.gov

Douglas B. Shields
District 1

Sean M. Parks, AICP, QEP
District 2

Kirby Smith
District 3

Leslie Campione
District 4

Josh Blake
District 5

In accordance with Federal regulations, Lake County is notifying your municipality that it has the option to elect to be excluded from the CDBG entitlement program. If your municipality elects to be excluded from the CDBG entitlement program, please notify this office and the US HUD Jacksonville Field Office (address provided below) in writing by May 15, 2023. Such election to be excluded will be effective for the entire three-year period for which the urban county qualifies (federal fiscal years 2023, 2024, and 2025), unless your municipality specifically elects to be included in a subsequent year for the remainder of Lake County's three-year qualification period.

Notification of exclusion should be forwarded to:

Mr. Larry T. Hayes, Director
Community Planning & Development Division
ATTN: Larry M. Lopez, Senior CPD Representative
U. S. Dept. of Housing & Urban Development
Jacksonville Field Office
400 West Bay Street, Suite 1015
Jacksonville, Florida 32202

I have enclosed two copies of the Cooperation Agreement that should be executed by the designated elected official and returned to my attention at the address above. I have also enclosed a sample copy of the resolution that your municipality should adopt to ensure participation in the program for your review.

Thank you for considering participation in the Lake County CDBG Program. Please do not hesitate to contact me with any questions about this request or the Lake County CDBG program.

Sincerely,



Amy Elliott
Housing Services Specialist

Enclosure

**URBAN COUNTY COOPERATION AGREEMENT
RELATING TO THE
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

This is an Urban County Cooperation Agreement between **LAKE COUNTY, FLORIDA**, a political subdivision of the State of Florida, the "COUNTY," through its Board of County Commissioners, and the **City of Leesburg**, a municipal corporation organized under the laws of the State of Florida, the "CITY," through its City Council.

WITNESSETH:

WHEREAS, the Housing and Community Development Act of 1974, as amended, makes provisions whereby urban counties may enter into cooperation agreements with certain units of local government to undertake or assist in undertaking essential activities pursuant to Community Development Block Grants (CDBG), and, where applicable, the Home Investment Partnership (HOME) Program, if at such time the COUNTY should become eligible to receive a HOME allocation, all of which are collectively referred to hereafter as "CDBGs;" and

WHEREAS, the COUNTY has qualified as an "urban county" under United States Department of Housing and Urban Development's (HUD) definition in 24 CFR § 570.3 for Fiscal Years 2021, 2022, and 2023, and intends to re-qualify as an urban county for the next successive three-year periods as required by HUD, and

WHEREAS, the COUNTY has developed and received approval of their Consolidated Plan, required by 24 CFR § 570.302 and 24 CFR Part 91, which covers the use of grant funds received under the CDBG and HOME Programs, and

WHEREAS, the COUNTY has the authority to carry out the essential community development and housing activities in the unincorporated areas of Lake County and seeks through this Agreement the authority by the CITY to carry out essential community development and housing activities within the CITY, and

WHEREAS, it is the desire of the parties that the COUNTY undertake activities in its role as an urban county necessary to plan and carry out or assist in carrying out the Community Development Program through the implementation of its Consolidated Plan for the benefit of residents of Lake County in unincorporated areas and within the CITY's limits.

NOW, THEREFORE, in consideration of the mutual covenants, premises, and representations, the parties agree as follows:

Section 1. The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this agreement upon adoption hereof.

Section 2. The CITY hereby authorizes the COUNTY to submit for and receive funding under the CDBG Entitlement Program and the HOME Program (CDBGs) from the HUD for fiscal years 2024, 2025, and 2026, and all successive three-year qualification periods thereafter. The CITY further authorizes the inclusion of the CITY'S population for the purposes of calculating and making CDBGs directly to the COUNTY.

Section 3. The COUNTY shall, at no cost to the CITY, provide staff resources and other services necessary for planning and administering the Community Development Program.

Section 4. The COUNTY and CITY hereby agree that this agreement covers the CDBG Entitlement Program and where applicable, and the HOME Program, collectively referred to herein as CDBGs.

Section 5. By executing this agreement, the CITY hereby states that it understands it:

A. May not apply for grants from appropriations under the State CDBG Program for the fiscal years during the period in which it is participating in the Urban County CDBG Program; and

B. May receive a formula allocation under the HOME Program only through the COUNTY. Thus, even if the COUNTY does not receive a HOME formula calculation, the CITY cannot form a HOME consortium with other local governments; provided, however, that this does not preclude the COUNTY or the CITY from applying to the State for HOME funds, if the State allows.

Section 6. The CITY hereby acknowledges that pursuant to 24 CFR 570.501(b) the CITY is subject to the same requirements as are applicable to subrecipients, including the requirement of a written agreement set forth in 24 CFR 570.503.

Section 7. The COUNTY and the CITY do hereby agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities. The COUNTY will ensure that CITY officials and the citizens of the CITY have direct and frequent access to and influence on the process by which decisions are made concerning Community Development projects which either directly or indirectly affect the CITY through public hearing requirements as part of the Consolidated Planning process.

Section 8. The COUNTY and the CITY shall cooperate in the implementation of the approved Consolidated Plan during the period of the agreement for which the COUNTY qualifies as an urban county and for additional time as may be required for the expenditure of funds granted to the COUNTY for such period. The COUNTY has final responsibility for selecting CDBGs and filing the Consolidated Plan and annual Action Plans with HUD.

Section 9. With reference to the use of the CDBGs, funds to be received by the COUNTY, and including any program income generated from the expenditure of CDBGs, the COUNTY may either carry out the Community Development Program on behalf of the CITY or, in the event that the parties determine it is feasible for the CITY to perform any services in connection with the Community Development Program, the COUNTY may permit the CITY, through a separate written agreement, to carry out activities or projects in conformance with the COUNTY'S Community Development Program.

Section 10. The CITY does hereby agree to inform the COUNTY, in writing, of any income generated by the expenditure of CDBGs received by the CITY and that such program income must be paid to the COUNTY or may be retained by the CITY only if its use is defined in the separate agreement referenced in Section 9 above. The CITY agrees that any program income authorized to be retained under a separate agreement may only be used for eligible activities in accordance with all CDBG (and HOME, where applicable) requirements as may then apply.

Section 11. The parties agree that the COUNTY has the responsibility for monitoring and reporting to HUD on the use of any such program income thereby requiring appropriate record keeping and reporting by the CITY as required by 24 CFR 570.501 and 570.504. In the event the CITY closes out an income generating project or becomes eligible to receive CDBGs funds as an entitlement community, any program income on hand or received subsequent to the close out or change in status shall be paid to the COUNTY.

Section 12. The CITY shall not sell, trade, or otherwise transfer all or any portion of the CDBGs to another such metropolitan city, urban county, unit of general local government, or Indian Tribe, or insular area that directly or indirectly receives CDBGs in exchange for any other funds, credits or non-

federal considerations, but must use the CDBGs for activities eligible under Title I of the Housing and Community Development Act of 1974 (P.L. 93-383) as amended.

Section 13. The CITY hereby agrees to notify the COUNTY, in writing, of any modification or change in use of real property from that planned at the time of acquisition or improvement with CDBGs including disposition. In the event property acquired or improved with CDBG funds is sold or transferred for a use which does not qualify under the CDBGs regulations, the COUNTY shall be reimbursed by the CITY an amount of the fair market value equal to the portion which CDBGs funds represented of the initial purchase price and improvements. All program income received by the COUNTY from the disposition or transfer or received from the income generating projects after the time when the CITY becomes an entitlement community shall be used for eligible activities within the COUNTY'S urban county program.

Section 14. The parties do hereby mutually commit to take all actions necessary to assure compliance with the COUNTY'S certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended. CDBGs will be conducted and administered by the parties in conformity with Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR part 1; the Fair Housing Act, and the implementation of the regulations at 24 CFR part 100; will and affirmatively furthering fair housing. The parties shall also comply with Section 109 of Title I of the Housing and Community Development Act of 1974, and implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 28 CFR part 35; Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35; the Age Discrimination Act of 1975, and the implementing regulations at 24 CFR part 146; Section 3 of the Housing and Urban Development Act of 1968; and all other applicable laws.

Section 15. The parties acknowledge that the COUNTY is prohibited from funding activities in, or in support of, any cooperating municipality that does not affirmatively further fair housing within its own jurisdiction, or that impedes the COUNTY'S actions to comply with the COUNTY'S fair housing certification.

Section 16. The CITY and the COUNTY shall only be liable for negligence under this Agreement to the extent permitted under Chapter 768.28 of the Florida Statutes, as it may be amended from time to time. This section shall not be construed as waiving any defense or limitations which either party may have against any claim or cause of action by any person not a party to the agreement.

Section 17. The term of this agreement shall extend through a three-year period from the date the last party hereto signs this agreement, and shall cover HUD fiscal years 2024, 2025, and 2026. This agreement will automatically be renewed for participation in successive three-year qualification periods, unless the COUNTY or the CITY provides written notice that it elects not to participate in a new qualification period. The COUNTY, by the date specified in HUD's urban county qualification notice for the next qualification period, will notify the CITY, in writing, of its right to make such election. A copy of the COUNTY'S notification to the CITY shall be sent to the HUD Field Office, along with a copy of any written notice from the CITY indicating its election not to participate in future qualification periods, if any.

Section 18. Failure by either the COUNTY or the CITY to adopt an amendment to the agreement incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period, and to submit the amendment to HUD as provided in the urban county qualification notice, will void the automatic renewal of such qualification period.

Section 19. This agreement will remain in effect until the CDBG (and HOME, where applicable) funds and program income received (with respect to the three-year qualification period of 2024, 2025, and 2026, and any successive three-year qualification periods) are expended and the funded activities completed. The COUNTY or the CITY may not terminate or withdraw from the agreement while the

URBAN COUNTY COOPERATION AGREEMENT RELATING TO THE CDBG PROGRAM

agreement remains in effect; provided, however, that the CITY may terminate or withdraw from this agreement if the COUNTY does not receive a grant for any year during such three-year qualification period.

Section 20. By signing this agreement, the CITY hereby verifies that it has adopted and is currently enforcing:

A. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and

B. A policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such a nonviolent civil rights demonstration within its jurisdiction.

Section 21. Notices and demands which are required to be given pursuant to this agreement will be made as follows:

A. All notices, demands, or other writings required to be given or made or sent pursuant to this agreement, or which may be given or made or sent, by any party, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

COUNTY:

Director
Office of Housing & Community Services
Lake County
P.O. Box 7800
Tavares, Florida 32778

CITY:

City Manager
City Manager's Office
City of Leesburg
P.O. Box 490630
Leesburg, FL 34749

WITH COPIES TO:

Lake County Attorney
P.O. Box 7800
Tavares, Florida 32778

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

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

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

Section 22. Upon signature of the last party to sign, this agreement supersedes all previous agreements between the parties relating to urban county participation.

URBAN COUNTY COOPERATION AGREEMENT RELATING TO THE CDBG PROGRAM

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

_____, **FLORIDA**

Al Minner, City Manager

This ____ day of _____, 2023.

ATTEST:

City Clerk

Approved as to form and legality:

City Attorney

**BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA**

ATTEST:

Gary J. Cooney, Clerk
Board of County Commissioners
of Lake County, Florida

Kirby Smith, Chairman

This ____ day of _____, 2023.

Approved as to form and legality:

Melanie Marsh, County Attorney