

**AGENDA
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, JANUARY 22, 2024 5:30 PM**

1. CALL TO ORDER

INVOCATION

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

2. PROCLAMATIONS:

A. None

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. Organizational meeting held January 8, 2024**
- 2. Regular meeting held January 8, 2024**

B. PURCHASING ITEMS:

1. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Professional Services Agreement on a continuing basis with AVCON, Inc. and Hoyle, Tanner & Associates, Inc.; and providing an effective date.**
 - a. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Professional Services Agreement with AVCON, Inc.; and providing an effective date.**
 - b. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Professional Services Agreement with Hoyle, Tanner & Associates, Inc.; and providing an effective date.**
2. **Purchase request by Fleet Services for the purchase of one (1) new sewer jetter with vacuum.**

C. RESOLUTIONS:

1. **Resolution of the City Commission of the City of Leesburg, Florida approving the Second Amendment to Agreement for Section 8 Project-Based Voucher Program between Lake County Government and the City of Leesburg for Two (2) years through July 31, 2025; and providing an effective date. (Mispah Simmons Apartment Complex)**
2. **Resolution of the City Commission of the City of Leesburg, Florida, ratifying the appointment of Corporal John Sommersdorf as the "Fifth Member" of the Leesburg Police Officers' Pension Board for a four-year term to expire December 31, 2027; and providing an effective date.**
3. **Resolution of the City Commission of the City of Leesburg, Florida appointing one member to the Leesburg Firefighters' Retirement Plan Board of Trustees; and providing an effective date.**
4. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to grant a utility easement to Duke Energy Florida, LLC., to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers in support of the Turnpike Wastewater Treatment Facility Phase II**

Expansion Project; and providing an effective date.

- 5. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Gas Service Agreement between the City of Leesburg and TLC Hodges Reserve, LLC, regarding offsite development for the provision of natural gas service to the development known as Hodges Reserve; and providing an effective date.**
- 6. Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement affecting the property described therein from Leesburg CFA LLC, joined by Fidelity Co-Operative Bank; and providing an effective date.**
- 7. Resolution of the City Commission of the City of Leesburg, Florida, accepting a Lift Station and Utility Easement from Public Housing Assistance, Inc., relating to Lift Station 29; and providing an effective date.**
- 8. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Gas Service Agreement between the City of Leesburg and TLC Hodges Reserve, LLC, for the purpose of setting forth the terms under which the city will provide natural gas service to the development known as Hodges Reserve Phase 3; and providing an effective date.**
- 9. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an agreement to issue a Special Event Permit for Alcohol Sales at BikeFest 2024; and providing an effective date.**
- 10. Resolution of the City Commission of the City of Leesburg, Florida authorizing the reimbursement of legal expenses in the amount of \$420.00 to Commissioner Allyson Berry regarding an ethics complaint; and providing an effective date.**

6. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:

A. SECOND READING OF ORDINANCES

- 1. An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 135 +/- acres from City of Leesburg RE-1 (Estate Density Residential) to City of Leesburg PUD (Planned Unit Development) to allow for single-family residential development for a property generally located south of Florida Turnpike and east of County Road 33, lying in Sections 27**

and 34, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Tierra Vista PUD)

B. FIRST READING OF ORDINANCES

- 1. An Ordinance of the City of Leesburg, Florida, adding a PDO (Planned Development Overlay), with a waiver from Section 25-282(a)(1) PDO five-acre minimum, to the existing C-1 (Neighborhood Commercial) zoning, on approximately 0.34 +/- acres, to allow for a triplex use on a property generally located north of West Main Street and west of Harold Street, lying in Section 28, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (2512 W Main Triplex PDO)**
- 2. An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 464 +/- acres; and being generally located west of County Road 33, south of Florida's Turnpike, and east of County Road 48, lying in Sections 32 and 33, Township 20 South, Range 24 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date. (ANNX Banning Ranch PH III and IV)**
- 3. An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 464 +/- acres from City of Leesburg Neighborhood Mixed Use to City of Leesburg Estate Residential, for a property generally located west of County Road 33, south of Florida's Turnpike, and east of County Road 48, lying in Sections 32 and 33, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (LSCP Banning Ranch PH III and IV)**
- 4. An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 464 +/- acres from City of Leesburg PUD (Planning Unit Development) to City of Leesburg PUD (Planned Unit Development) to allow for a residential subdivision for a property generally located west of County Road 33, south of Florida's Turnpike, and east of County Road 48, lying in Sections 32 and 33, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (PUD Banning Ranch PH III and IV)**
- 5. An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 15.34 +/- acres; and being generally located east of Montclair Road and south of Colonial Street, lying in**

Section 21, Township 19 South, Range 24 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 2; and providing an effective date. (River Fox Commons ANNEX)

- 6. An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 15.34 +/- acres from Lake County Urban High Density to City of Leesburg Low Density Residential, for a property generally located east of Montclair Road and south of Colonial Street, lying in Section 21, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (River Fox Commons SSCP)**
- 7. An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 15.34 +/- acres from Lake County R-6 (Urban Residential District) to City of Leesburg PUD (Planned Unit Development) to allow for residential uses for a property generally located east of Montclair Road and south of Colonial Street, lying in Section 21, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (River Fox Commons PUD)**

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.

**AGENDA MINUTES
CITY COMMISSION ORGANIZATIONAL MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, JANUARY 8, 2024 5:00 PM**

1. CALL TO ORDER

The City of Leesburg Commission held its annual organizational meeting on Monday, January 8, 2024, at Leesburg City Hall. Mayor Burry called the meeting to order at 5:00 p.m. with the following members present:

Commissioner Allyson Berry
Commissioner Jay Connell
Commissioner Mike Pederson
Commissioner Alan Reisman
Mayor Jimmy Burry

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

INVOCATION

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

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

2. ELECT MAYOR

Mayor Burry stated he was very fortunate to have worked with some classy people this year. They accomplished a lot of things for the City of Leesburg. He went back and watched the Lakefront TV State of the City Address again and, except for the cheesy acting in the beginning and the end, if you look at all the information provided in the middle, we got a lot done. We will get more accomplished this year. He was proud of all the commissioners. He was lucky to be a part of this. He thanked them all for allowing him to be mayor. He then handed the gavel over to the city manager for the election of mayor and mayor pro-tem.

Commissioner Pederson nominated Commissioner Burry as Mayor. **CM Minner** asked if there were any other nominations. There were none.

The nomination was unanimously approved.

3. ELECT MAYOR PRO-TEM

Commissioner Pederson nominated Commissioner Connell as Mayor Pro-Tem. **CM Minner** asked for any other nominations. There were none.

The nomination was unanimously approved.

4. PRESENT PLAQUE TO OUTGOING MAYOR JIMMY BURRY

CM Minner presented Mayor Burry with a plaque in recognition of his leadership and dedication to public service as Mayor for 2023.

5. APPOINTMENTS

A. Commission Appointments for 2024

Personnel Committee: (Called as Required)

Commissioner Connell

Commissioner Berry

Lake Community Action Agency, Inc., Board of Directors:

Commissioner Berry, Representative

Mayor Burry, Alternate

Lake County League of Cities Board of Directors:

Commissioner Reisman, Representative

Commissioner Connell, Alternate

Florida League of Cities:

Commissioner Pederson, Representative

Commissioner Berry, Alternate

Metropolitan Planning Organization (MPO):

Mayor Burry, Representative

Commissioner Reisman, Alternate

St. John's River Water Management District Liaison:

Mayor Burry

Florida Municipal Power Agency (FMPA):

Brad Chase, Electric Director, Representative

Al Minner, City Manager, Alternate

James Williams, Finance Director, Second Alternate

Florida Municipal Electric Association (FMEA):

Brad Chase, Electric Director, Representative

Al Minner, City Manager, Alternate

Florida Municipal Power Agency Policy Makers Liaison Committee:

Mayor Burry, Representative
Commissioner Pederson, Alternate

Leesburg Center for the Arts:

Commissioner Berry

REPRESENTATIVE APPOINTMENTS:

Commissioners appoint one representative to each of the following boards. The representatives appointed were:

Airport Advisory Board:

Commissioner Berry - Marvin King
Commissioner Connell - Darel Craine
Commissioner Pederson - Bo Wroten
Commissioner Reisman - Byron Oldham
Mayor Burry - Joel Hargis

Leesburg Public Art Advisory Board:

Commissioner Berry - Vonda Parker
Commissioner Connell - Gail Tyson
Commissioner Pederson - Vicky Murphy
Commissioner Reisman - Richard Colvin
Mayor Burry - Semeion Richardson

Parks & Recreation Advisory Board:

Commissioner Berry - Debra Dabney
Commissioner Connell - Clay Bell
Commissioner Pederson - Joanie Smalley
Commissioner Reisman - Jeff Sustarsic
Mayor Burry - Roger Croft

6. CITY MANAGER ITEMS

CM Minner had no items to address.

7. ROLL CALL:

Commissioner Berry had no comment.

Commissioner Pederson had nothing to comment on.

Commissioner Reisman had no items to address.

Commissioner Connell had no further comment.

Mayor Burry had nothing to address.

8. **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.

The meeting adjourned at 5:10 p.m. with a motion by Commissioner Reisman and a second by Commissioner Pederson.

**AGENDA MINUTES
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, JANUARY 8, 2024 5:30 PM**

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting on Monday, January 8, 2024, at Leesburg City Hall. Mayor Burry called the meeting to order at 5:30 p.m. with the following members present:

Commissioner Allyson Berry
Commissioner Jay Connell
Commissioner Mike Pederson
Commissioner Alan Reisman
Mayor Jimmy Burry

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

INVOCATION

The invocation and Pledge of Allegiance to the flag of the United States of America was given at the Organizational Meeting held immediately prior to this meeting.

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

2. PROCLAMATIONS:

A. None

3. PRESENTATIONS:

A. None

4. PUBLIC COMMENTS:

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Carol Nichols of 2061 Montclair Road said she resides in the community of Old Country Condominiums.

It is a small community. She previously asked for some signs to be installed in her community. The city manager tasked that to the police department. They gave them three really nice signs that said "No Trespassing, Violators will be Prosecuted." It did help stop some people from breaking through their fence. However, it is happening again and it is getting worse. She brought with her a lot of police reports and most of them are from people breaking through the fence and trespassing. It has gotten worse because people are now stealing. The last incident was a couple of weeks ago. A neighbor saw it happen at one o'clock in the morning. That neighbor was outside smoking when he saw a guy come from the grassy area into someone's lanai to steal a bike. He called the police and the police arrived in time to stop that person from stealing the bike. The downside, that person ran across and jumped the fence into Berry Park. That is where they always go. The fence is flimsy. You push it and it breaks. They run through there to get into Berry Park and that is how they get away. They never seem to get caught. They are trespassing because these are private roads. They pay to keep them up. She thanked the Public Works Director and Deputy for fixing the fence that was broken by a tree which fell from the city lift station. The city also put up barbed wire which runs across the city property. That barbed wire stops at their property. She was not there to ask for money, she was seeking permission to install barbed wire along the top of their fence. They do not have much fence, but they are asking for the ability to override the rules due to special circumstances. They live right next to Berry Park, and she is scared because people are going into their lanais and stealing. She asked them to grant permission, so they could install barbed wire. **CM Minner** responded that he would get back with her. He needed to get with the planning and zoning director. They would go out and visit the site. Obviously, the city has to follow the code, but if there is an exception, they will get it figured out.

Elliot Ward of 7112 Main Street thanked the city for painting the garbage cans and for taking the moss out of the trees at his end of town. It looks excellent.

5. CONSENT AGENDA:

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Commissioner Reisman moved to adopt the Consent Agenda as presented, and Commissioner Pederson seconded the motion.

The roll call vote was:

Commissioner Connell	Yes
Commissioner Reisman	Yes
Commissioner Pederson	Yes
Commissioner Berry	Yes
Mayor Burry	Yes

Five yeas, no nays, the Commission adopted the Consent Agenda, as follows:
(Each item has its coordinated resolution number listed below the header)

A. CITY COMMISSION MEETING MINUTES:

1. Regular meeting held December 11, 2023

2. **Regular meeting held December 18, 2023**

B. PURCHASING ITEMS:

1. **Purchase request by Fleet Services for the purchase of one (1) new side loading refuse truck.**

C. RESOLUTIONS:

1. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the City Commission to direct Staff to include the addition of wet-slips at the Venetian Cove Marina to future Marina Construction Project designs and proposals; and providing an effective date.**

ADOPTED RESOLUTION 11,762

2. **Resolution of the City Commission of the City of Leesburg, Florida authorizing applying for and accepting, if awarded, a grant from the Florida Department of Health for the purchase of one (1) set of battery operated, hydraulic rescue tools; and providing an effective date.**

ADOPTED RESOLUTION 11,763

3. **Resolution of the City Commission of the City of Leesburg, Florida designating one member and one alternate member to the Lake County Library Advisory Board for a four-year term beginning February 29, 2024, and ending February 28, 2028; and providing an effective date.**

ADOPTED RESOLUTION 11,764

4. **Resolution of the City Commission of the City of Leesburg, Florida, approving a Proportionate Share Agreement entered into by and between the School Board of Lake County, Florida, TLC Whitmarsh, LLC, and the City of Leesburg, Florida, to allow for payment of Lake County School Impact Fees; and providing an effective date. (Preservation Place Proportionate Share)**

ADOPTED RESOLUTION 11,765

6. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:

A. SECOND READING OF ORDINANCES

- 1. An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 0.08 +/- acres from City of Leesburg SPUD (Planned Unit Development) and R-3 (High Density Residential) to City of Leesburg P (Public) to resolve an encroachment from 314 Canal Street onto 300 Canal Street, for a property generally located south of Pine Street and east of S Canal Street, lying in Section 26, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (CAC Canal Street RZ)**

ADOPTED ORDINANCE 24-01

Mayor Burry asked the city attorney to swear everyone in. **CA Watson** asked anyone in attendance who wished to provide testimony on item 6. A.1 (CAC Canal Street - Rezoning) to stand and raise their right. He then swore them in.

Commissioner Reisman introduced the ordinance to be read by title only. CC Purvis read the ordinance by title only.

Commissioner Reisman made a motion to adopt the ordinance and Commissioner Pederson seconded the motion.

Mayor Burry requested comments from the Commission and the audience.

PZD Miller stated this item was basically a land swap. It would clear up the boundary lines and allow for appropriate future development between the Children's Advocacy Center and the Community Development Corporation. Both organizations are located on Canal Street. This would resolve a building encroachment issue from 314 South Canal to 300 South Canal. It would also correct a split zoning. Split zoning does happen from time to time, and occasionally we see one parcel having two different zoning classifications. They try to avoid that, and they clean them up as they find them. This is a simple, straightforward rezoning and land swap. **Mayor Burry** asked the applicant if she had any comments. From the audience, she responded she would answer questions if the commission had any. There were no further questions or comments.

The roll call vote was:

Commissioner Reisman	Yes
Commissioner Pederson	Yes
Commissioner Berry	Yes
Commissioner Connell	Yes
Mayor Burry	Yes

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

- 2. An Ordinance of the City of Leesburg, Florida amending the City Code of Ordinances by modifying Chapter 7, Article II - "Building Standards" and Chapter 10, Article II - "Fire Protection and Prevention" to conform with revised Florida Building Code - Eighth Edition (2023); providing for severability; providing for conflicts; and providing an effective date.**

ADOPTED ORDINANCE 24-02

Commissioner Reisman introduced the ordinance to be read by title only. CC Purvis read the ordinance by title only.

Commissioner Reisman made a motion to adopt the ordinance and Commissioner Pederson seconded the motion.

Mayor Burry requested comments from the Commission and the audience.

CM Minner said this was a house cleaning item. It will add new modifications from the state legislature for Florida Building Codes. From time to time, these are required to be updated.

Mayor Burry asked for any further comments. There were none.

The roll call vote was:

Commissioner Pederson	Yes
Commissioner Berry	Yes
Commissioner Connell	Yes
Commissioner Reisman	Yes
Mayor Burry	Yes

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

B. FIRST READING OF ORDINANCES

1. None

C. NON-ROUTINE ITEMS

1. Resolutions authorizing the appointment of members to various Leesburg City Boards

a. Resolution of the City Commission of the City of Leesburg, Florida appointing one member to the Leesburg Police Pension Plan Trustee Board for a Four-Year term to expire December 31, 2027; and providing an effective date.

ADOPTED RESOLUTION 11,766

Commissioner Reisman introduced the resolution to be read by title only. CC Purvis read the resolution by title only.

Commissioner Reisman made a motion to adopt the resolution and Commissioner Pederson seconded the motion.

Mayor Burry requested comments from the Commission and the audience.

CM Minner stated this item was for the appointment of one member to the Leesburg Police Pension Plan Trustee Board. It is a four-year term and William "Bud" Bowlin is the current member who wishes to continue serving on this board.

Mayor Burry asked for any further comments or questions. There were none.

The roll call vote was:

Commissioner Berry	Yes
Commissioner Connell	Yes
Commissioner Reisman	Yes
Commissioner Pederson	Yes
Mayor Burry	Yes

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

CM Minner commented that John Summersdorf was recommended by the pension board to be reappointed. This is a five-member board where the members of the pension pick a member and the commission picks a member. They just reappointed Mr. Bowlin and John Summersdorf's appointment is ending. His reappointment is based on the recommendation of the pension board. That item will be on the January 22nd agenda for Commission ratification.

- b. Resolution of the City Commission of the City of Leesburg, Florida appointing two members to the Carver Heights / Montclair Area Community Redevelopment Agency (CRA) Board for a Four-Year term to expire December 31, 2027; and providing an effective date.**

ADOPTED RESOLUTION 11,767

Commissioner Reisman introduced the resolution to be read by title only. CC Purvis read the resolution by title only.

Commissioner Reisman made a motion to adopt the resolution and Commissioner Pederson seconded the motion.

Mayor Burry stated they need to appoint two members for a four-year term. He asked for any recommendations.

Commissioner Berry asked if she could make a recommendation before the applicants spoke. **Mayor Burry** answered yes. **Commissioner Berry** said these two boards hold significant importance to her district. She has the privilege of having two CRA boards in her district. She was excited to provide her recommendations. She believed it was crucial to formally state and clarify the basis of her recommendations. Having two CRA boards present a unique opportunity to engage and empower enthusiastic, interested and highly qualified individuals who are eager to lead and contribute to their respective community. Her primary goal was to ensure that both the Carver Heights Montclair Area CRA and the Greater Leesburg Community CRA continue to offer residents valuable opportunities to take leadership roles, gain knowledge and collaborate with the city government to enhance the community.

When making her recommendations, she aimed to foster greater community involvement, diverse skills and knowledge sharing in collaborative efforts that will ultimately lead to improvement of the neighborhoods and the well-being of the residents. For the Carver Heights CRA, she recommended Teresa Conner and Robert Alderman Jr. **Mayor Burry** asked if there were any other comments from the commission. There were none.

Robert Alderman Jr. said he resides in Carver Heights on Beecher Street. He would like to offer his valuable input because he lives in that community. He sees what goes on day to day, but he does not see everything because he works. He could add input to contribute to the betterment of the community. He could offer ideas and advice about what could be placed in the community to make it more appealing to others and make it safer. They could provide better access for the elderly because they need an outlet. There are a lot of things that do not have outlets. They could create a better environment to stop trouble from happening. They need to provide better outlets for the elderly and young people. There are a lot of young people in this area, and they need more ways to collaborate. They could come up with ideas to make things better.

Theresa Conner commented that she applied for the Carver Heights CRA. She is a member of the community, and she has resided here for thirty plus years. It would be a pleasure to help the Carver Heights CRA improve and revitalize the area. She could offer a fresh set of eyes. She has been a nurse for forty-two years. She is capable of helping the community. She has assessed the area, and she can help improve upon it. She is willing to work with the commission. Kevin Conner is her brother, and he held a position on this board. Her father is Abraham Conner. He was a builder in the city. She believed he helped build city hall. In closing, her family does a cancer program yearly, and they are committed to serving. They have done this for the past thirteen years. She brought that to the community, so they could learn more about cancer illnesses. They raised close to forty thousand dollars, and they provided that check to the American Cancer Society. She really wants to be a part of this board. She wants to uplift the neighborhood and get it back to where it should be. She wanted to reiterate what Mr. Alderman said because she does have a mission. She would love to see the elderly have somewhere to go during the day. They need to have activities within the community. There could be an elderly Uber that picks them up to do things. She would love to get the younger people involved throughout the area. They would then have more pride in their community, and they would appreciate where they live.

Dr. Erika Jasper stated she was a current member of the Carver Heights CRA. She had a wonderful time ministering with the commission. She thanked them for their excellent leadership. Her position was up for grabs. She loves the City of Leesburg. She is involved in various activities and boards throughout the city. She also serves throughout Lake County. She serves on the Leesburg CDC, and she is the executive on the Homes In Partnership board. She is very involved in the Leesburg community. She knows people have spoken about getting involved, but the real question is what are they doing now to take the CRA to a greater level. She has continuously worked with the CRA. She is involved with Sandra Wilson, the Housing Director, to improve housing for local residents. She has a local scholarship fund where she has blessed some of the students and residents of Leesburg. She was super excited about serving another four years. She would like to move forward to greater things for the beautiful City of Leesburg. She was born and raised in Leesburg. She is a graduate of Leesburg High School, class of 1996. She was excited and asked for the commission's vote since they already have a working relationship.

Orlinda Littlejohn said she was a candidate for this position. She was raised in Leesburg. She was from the Carver Heights area. She has traveled, she lived in Tampa and China. She graduated from Florida A&M and is now back home. There are a lot of things that have not changed in her neighborhood. Erika Jasper worked with her along with Commissioner Berry. She loves the collaboration that these women are doing, and she knows they can do more. She would like to be a part of that. She would like to see the

community grow. She believes by partnering with the city commission they could work together to see some true change. If she was on board she would help and assist any way she could. She asked for their consideration.

Mayor Burry thanked all four applicants for coming out and giving a presentation. **Commissioner Pederson** said he would like to see Dr. Erika Jasper reappointed. He would make a motion to nominate her. **CM Minner** pointed out that there was a motion on the floor made by Commissioner Berry to nominate Teresa Conner and Robert Alderman Jr. He asked if she would reiterate her motion.

Commissioner Berry made a motion to nominate Teresa Conner to the Carver Heights Montclair Area Community Redevelopment Agency and Commissioner Connell seconded the motion.

The roll call vote was:

Commissioner Connell	Yes
Commissioner Reisman	Yes
Commissioner Pederson	Yes
Commissioner Berry	Yes
Mayor Burry	Yes

Five yeas, no nays, the Commission approved the nomination.

Commissioner Berry made a motion to nominate Robert Alderman Jr. to the Carver Heights Montclair Area Community Redevelopment Agency and Commissioner Connell seconded the motion.

The roll call vote was:

Commissioner Reisman	Yes
Commissioner Pederson	No
Commissioner Berry	Yes
Commissioner Connell	Yes
Mayor Burry	Yes

Four yeas, one nay, the Commission approved the nomination. The Commission approved the resolution.

- c. **Resolution of the City Commission of the City of Leesburg, Florida appointing two members to the Greater Leesburg Community Redevelopment Agency (CRA) Board for a Four-Year term to expire December 31, 2027; and providing an effective date.**

ADOPTED RESOLUTION 11,768

Commissioner Reisman introduced the resolution to be read by title only. CC Purvis read the resolution by title only.

Commissioner Reisman made a motion to adopt the resolution and Commissioner Pederson seconded the motion.

Mayor Burry requested comments from the Commission and the audience.

CM Minner stated there is an east and west side to this CRA. The Greater Leesburg Community Redevelopment Agency is a seven-member body. It is made up of five city commissioners plus two

members appointed by the city commission. The appointments will serve a four-year term. The appointed members must reside or conduct business in the CRA as follows; one appointed member must live or conduct business on the east side of Canal Street and the other appointed member must live or conduct business on the west side of Canal Street. They are electing two folks at this time. One for each side. Betty Stevens-Coney currently serves on the east side and James Reid serves on the west side. Both terms ended December 2023. There are two applicants for the east side and three applicants for the west side. **Commissioner Berry** mentioned that she would like to recommend Samantha Ponder for the east side and John Sokol for the west side. **Mayor Burry** asked if there were any other comments. **Commissioner Reisman** stated he would wait until they have heard from the candidates.

Betty Stevens-Coney stated it has been a pleasure to serve on the Greater Leesburg CRA since 2019. It would be her pleasure to continue to serve on this committee and to continue the work they have started. She has been working in the Leesburg area for years. If they look at the definition of work, whether it be a noun or a verb, she could render proof that defines the work. For example, she has been on the Greater Leesburg CRA since the mid 1990s. Serving as a founding charter member, she worked and led the city to demolish over fifty houses and created what is now called the Heritage Village. They created over thirty houses for residents of the area. When it comes to work, she has served at all the schools in the Leesburg area, more particularly on the east side. She had surrendered her time for the work that was started by Jim Archie and Jim Miller. She produced just under fifty presentations about the history of Leesburg. They may remember John Lesley. She hosted that too. She produced all of them. She did the research and the presentation for all of them. She has been serving this community for the majority of her life. She is currently working to create historical markers that would be placed at various locations; like St Stephens African Methodist Episcopal Church which is the site of the first school, as well as Mount Olive Church. They received approval to install bathrooms in John L. Johnson Park. There are presently no bathrooms there. Just the other day, a gentleman told her that he no longer went to that park because there was no place to relieve himself. She would like to continue serving because there is more work that needs to be done around the community. She loves the City of Leesburg, and she loves working in the community.

Mayor Burry asked if Samantha Ponder was in attendance and if she would like to make a presentation. **CM Minner** responded that Samanta Ponder could not make it. However, she contacted the city and expressed her desire to be on the CRA. **Mayor Burry** stated they have heard all the presentations. He asked if there were any other comments from the commission regarding the selection of the east side. There were none.

Commissioner Barry made a motion to appointment Samantha Ponder as the representative for the east side and Commissioner Connell seconded the motion.

The roll call vote was:

Commissioner Pederson	Yes
Commissioner Berry	Yes
Commissioner Connell	Yes
Commissioner Reisman	Yes
Mayor Burry	Yes

Five yeas, no nays, the Commission approved the East side nomination.

Mayor Burry stated they would move over to the west side.

Michael Huey stated he was a business owner in downtown Leesburg. He was probably the youngest

applicant with the shortest resume. However, that did not stop him from having a desire to help and improve the community. He has built relationships with landlords and local business owners. He has positive relationships with all of them. He plans on living in this town. He would like to spend the rest of his life here. He would like to see the community improved. That is why he applied for this board.

John Sokol said he was a business owner downtown. He has been here since 2016. He owns two businesses, The Warehouse and the Great Chicago Fire Brewery. He was also a landowner. He owns four pieces of property in the downtown area. He has a vested interest on both sides. The downtown is the anchor for a lot of things that happen in Leesburg. He has seen a lot of positive growth, and he would love to see that growth continue. He was a past president of the Downtown Leesburg Business Association, and he now serves as the vice president of that association. He was also a member of the Rotary Club. He believes he could add a lot to this community. With owning property, he has realized the value of a business and how that business should have a voice. He would like to be involved and make a difference in the community. He was raised with the saying that you cannot take something out of the community unless you are willing to put something back in the community. He would like to do that, and he would like to be on this board.

Elliot Ward said he was the owner of Blue Island Sportswear. He was the new kid on the block. He currently serves on the Leesburg Chamber Board. His passion to serve speaks for itself. He has worked with several commissioners. Regardless if he is appointed or not, he will still push to improve the downtown. He lives in Leesburg, and he has invested a lot of money here. He would be more than happy to help.

Commissioner Berry made a motion to appoint John Sokol as the representative for the west side and Commissioner Pederson seconded the motion.

The roll call vote was:

Commissioner Berry	Yes
Commissioner Connell	Yes
Commissioner Reisman	Yes
Commissioner Pederson	Yes
Mayor Burry	Yes

Five yeas, no nays, the Commission approved the West side nomination. The Commission passed the resolution.

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:

CA Watson said he had no items to report on. He wished everyone a Happy New Year and is looking forward to a good 2024.

9. CITY MANAGER ITEMS:

CM Minner said he had some reminders. First, on Friday, January 12th, at 7:30 a.m. at the Venetian Center, they will be having a community breakfast honoring Dr. Martin Luther King. Then on Saturday, January 20th, starting at 11:00 a.m. in downtown Leesburg, they will hold the annual Martin Luther King Parade. Following the parade, there will be a Soulfest downtown from noon till six o'clock. There will be vendors, artists, food, and music. It will be a great celebration honoring Dr. Martin Luther King. He hoped everyone could make it. He also noted that House Bill 1277 was filed by Representative Cabrera out of South Florida. This is a repeat of the anti-municipal utility bill that was filed last year. More specifically, this is the electric utility legislation that was put before the state legislature last year. It currently does not have a senate companion bill. Fingers are crossed, and hopefully we will escape this. He will provide future updates. The Florida Municipal Electric Association (FMEA) and Florida Municipal Power Association (FMPA) are on it. He has spoken with Ryan Matthews, a lobbyist, about this, and he plans to speak with him again this week. This will be a bill to watch as the session moves forward.

10. ROLL CALL:

Commissioner Pederson had no comment.

Commissioner Berry had nothing to comment on.

Commissioner Connell had no comment.

Commissioner Reisman questioned Bikefest and the discussion they had regarding alcohol. **CM Minner** answered it was forthcoming. There is a draft resolution but, due to the holidays, it has not moved forward yet. They should see it in the next meeting or two.

Mayor Burry had nothing to discuss.

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.

Commissioner Reisman made a motion to adjourn, seconded by Commissioner Pederson. The meeting adjourned at 6:09 p.m.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.1.

Meeting Date: January 22, 2024

From: Aaliyah Davis, (Purchasing Manager), Tracey Dean, (Airport Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Professional Services Agreement on a continuing basis with AVCON, Inc. and Hoyle, Tanner & Associates, Inc.; and providing an effective date.

Staff Recommendation:

Staff recommends awarding Request for Qualifications (RFQ) 240203 – Professional Services - Airport to AVCON, Inc. and Hoyle, Tanner & Associates, Inc. and approval of the resolution authorizing execution of a Professional Services Agreement on a continuing basis.

Analysis:

The purpose of the Solicitation and this Agreement is to contract with a qualified design professional to provide engineering and architectural services (professional services) for projects at the Leesburg International Airport. Using this contract, the Professional will be able to complete design and specifications for airport projects in accordance with Florida Statute 287.055 on a continuing basis.

Procurement Analysis:

On October 27, 2023, the Procurement Division issued Request for Qualifications 240203 in accordance with Florida Statute 287.055 known as the Consultants Competitive Negotiation Act (CCNA). Florida Statute clearly details and regulates how the City must solicit, evaluate, select, and negotiate for Professional Design services. The City must evaluate the received Statement of Qualifications and rank the responding firms. The City determined it is in the best interest to negotiate with the top two (2) ranked firms. The City received three response to the Request for Qualifications (RFQ). The responding firms and their ranking are listed here.

<u>FIRM NAME</u>	<u>QUALITY SCORE</u>
1. AVCON, Inc.	93.53%
2. Hoyle, Tanner & Associates, Inc.	88.77%
3. C&S Engineers, Inc.	73.90%

The City's evaluation committee members independently evaluated the responses based on the evaluation criteria set out in the RFQ document issued by the City. Following the independent evaluations and scoring, the committee members agreed on the above final ranking.

Options:

1. Approve the resolution authorizing execution of the agreement with AVCON, Inc. and Hoyle, Tanner & Associates, Inc.; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Funds are available in the various current Airport Capital Projects.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
PROFESSIONAL SERVICES AGREEMENT WITH AVCON, INC.; AND
PROVIDING AN EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with AVCON, INC., whose address is 5555 E Michigan, Suite 200, Orlando, Florida 32822 for PROFESSIONAL SERVICES - LEESBURG INTERNATIONAL AIRPORT (RFQ 240203).

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 22nd day of January 2024.

Mayor

ATTEST:

City Clerk

**AGREEMENT FOR PROFESSIONAL SERVICES
ON A CONTINUING BASIS**

THIS AGREEMENT is made as of the 22nd day of January in the year 2024, 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 **AVCON, INC.** whose address is 5555 E. Michigan Street, Suite 200, Orlando, Florida 32822 (hereinafter referred to as “PROFESSIONAL”).

WHEREAS, the CITY issued Request for Qualifications (RFQ) 240203 to contract with a qualified professional or firm to provide professional services on a continuing basis for services related to the Leesburg International Airport;

WHEREAS, the CITY evaluated all responses to RFQ 240203 in accordance with Florida Statute 287.055 – Consultants Competitive Negotiation Act and AVCON, Inc. is one of the top ranked firms among all firms submitting responses;

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. Federal Aviation Administration (FAA) Contract Provisions incorporated herein and attached as Attachment ‘B’; and
 - c. The PROFESSIONAL’s electronic response to RFQ 240203 submitted November 27, 2023; and
 - d. The PROFESSIONAL’s Hourly Billing Rate Schedule incorporated herein and attached as Attachment ‘A’.
2. **Services.** The PROFESSIONAL shall perform, when requested, the professional services as requested and Agreed to between the parties and documented in an executed Task Order. Nothing herein shall limit the CITY’S right to obtain proposals or services from other contractors for similar projects.
3. **Payment.** PROFESSIONAL shall be paid not more than once monthly for work performed on existing Task Orders. All invoices submitted by the PROFESSIONAL shall clearly reference the purchase order issued for the Task Order, the project name and the services performed. Work invoiced must be done in a manner that multiple Task Orders are not listed on the same invoice.

4. **Authorized Work/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.

5. **Task Orders.** All future work will be authorized by use of a Task Order. Task Orders will be sequentially numbered by the CITY. The PROFESSIONAL will provide a proposal for each project in a format approved by the City. The proposal will include a detailed Scope of Service as agreed to by the CITY. The proposal will also include a total expected compensation for the Scope of Services. The compensation amount must be supported by a detailed breakdown by task, position, billable rate, and number of hours. Positions and billable rates must correlate to the Schedule of Hourly Rates located in Attachment 'A'.

6. **Term.** The term of this Continuing Services Agreement shall be for a period of three (3) years. If agreeable to both parties the Agreement may be extended for up to an additional three (3) years. Any extension shall be made by written amendment properly executed by both parties.

7. **Termination for Convenience**

- a. 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 Contractor must immediately discontinue all services affected.
- b. 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 Engineer under this contract, whether complete or partially complete.
- c. 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.
- d. 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. 2 CFR § 200 Appendix II (B), FAA Advisory Circular 150/5370-10, Section 80-09.

8. **Termination for Non-appropriation of Funds.** A significant portion of funding for this PROJECT is provided by the Federal Aviation Administration (FAA), for both design and construction. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Contract by Federal Aviation Administration (FAA) are at any time not forthcoming or are insufficient, through failure of any entity to appropriate funds or

otherwise, then CITY will have the right to terminate this Agreement at no additional cost and with no penalty whatsoever by giving prior written notice documenting the lack of funding. CITY will provide at least thirty (30) days advance written notice of such termination. CITY will use reasonable efforts to ensure appropriated funds are available.

9. **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 seven (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 by this agreement.

a. **Termination by City** The CITY may terminate this Agreement in whole or in part, for the failure of the PROFESSIONAL to:

- i. Perform the services within the time specified in this contract or by CITY approved extension;
- ii. Make adequate progress so as to endanger satisfactory performance of the Project;
- iii. 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 Engineer 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.

- b. **Termination by Professional:** The PROFESSIONAL may terminate this Agreement in whole or in part, if the CITY:
- i. Defaults on its obligations under this Agreement;
 - ii. Fails to make payment to the PROFESSIONAL in accordance with the terms of this Agreement;
 - iii. 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 Engineer 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. CITY agrees to hold PROFESSIONAL harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

10. **Breach of Contract Terms**

- a. Any violation or breach of terms of this contract on the part of the Professional or its sub Professionals may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.
- b. CITY will provide PROFESSIONAL written notice that describes the nature of the breach and corrective actions the PROFESSIONAL must undertake in order to avoid termination of the contract. CITY reserves the right to withhold payments to PROFESSIONAL until such time the PROFESSIONAL corrects the breach or the CITY elects to terminate the contract. The CITY's notice will identify a specific date by which the PROFESSIONAL must correct the breach. CITY may proceed with termination of the contract if the PROFESSIONAL fails to correct the breach by deadline indicated in the CITY's notice.
- c. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any

duties, obligations, rights and remedies otherwise imposed or available by law.
2 CFR § 200 Appendix II(A).

11. **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).

12. **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, 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.

13. **Individual Liability.**

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

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

15. **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.

16. **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.

17. **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.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-728-9731, 501 W. MEADOW STREET, LEESBURG, FLORIDA 34748.

18. **Compliance with Nondiscrimination Requirements.** During the performance of this Contract, the PROFESSIONAL, for itself, its assignees, and successors in interest (hereinafter referred to as the "PROFESSIONAL") agrees as follows:

- a. **Compliance with Regulations:** The PROFESSIONAL (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- b. **Non-discrimination:** The PROFESSIONAL, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The PROFESSIONAL will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities,

including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

- c. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the PROFESSIONAL for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the PROFESSIONAL of the PROFESSIONAL's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
- d. **Information and Reports:** The PROFESSIONAL will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a PROFESSIONAL is in the exclusive possession of another who fails or refuses to furnish the information, the PROFESSIONAL will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- e. **Sanctions for Noncompliance:** In the event of a PROFESSIONAL's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to one or both of the following:
 - i. Withholding payments to the PROFESSIONAL under the contract until the PROFESSIONAL complies; or
 - ii. Cancelling, terminating, or suspending a contract, in whole or in part.
- f. **Incorporation of Provisions:** The PROFESSIONAL will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The PROFESSIONAL will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the PROFESSIONAL becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the PROFESSIONAL may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the

PROFESSIONAL may request the United States to enter into the litigation to protect the interests of the United States. 49 USC § 47123.

19. **Disadvantaged Business Enterprises**

- a. **Contract Assurance (§ 26.13)** - The PROFESSIONAL or sub-consultants shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The PROFESSIONAL shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of FAA assisted contracts. Failure by the PROFESSIONAL to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- b. **Prompt Payment (§26.29)** - The PROFESSIONAL agrees to pay each sub-consultant under this contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the PROFESSIONAL receives from CITY. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the CITY. This clause applies to both DBE and non-DBE sub-consultants. 49 CFR part 26.

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the City of Leesburg to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. The CITY encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

20. **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.

21. **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.

22. **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.

23. **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.

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

25. **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.

26. **Contact Person.** The primary contact person under this Agreement for the PROFESSIONAL shall be Jack E. Thompson Jr., CM, LEED AP. The primary contact person under this Agreement for the CITY shall be Tracey Dean, Airport Manager.

27. **Approval of Personnel.** Key Personnel: The City reserves the right to terminate the Agreement when key personnel identified in the PROFESSIONAL's response to Request for Qualification are not available or are no longer working on the project. 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.

28. **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.

29. **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.

CONTRACTOR: AVCON, Inc.
Attn: Jack E. Thompson C.M., LEED A.P.
5555 E. Michigan Street, Suite 200
Orlando, FL 32822
(407) 599-1122, Ext. 250

CITY: City of Leesburg
Attn: Aaliyah Davis - Purchasing Manager
204 N. 5th Street
Leesburg, FL 34748
(352) 728-9880

30. **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.

31. **Employment Eligibility.** The CONTRACTOR 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.

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

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

33. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which may be considered an original, but all of which together shall constitute but one and the same instrument. This Agreement when signed by a party may be delivered by electronic mail or facsimile transmission with the same force and effect as if the same were an executed and delivered original, manually-signed counterpart.

34. **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.

AVCON, INC.

By: _____

Its: _____
Title

THE CITY OF LEESBURG, FLORIDA

James A Burry Jr., Mayor

ATTEST:

J. Andi Purvis, City Clerk

Approved as to form and content:

William Watson, City Attorney

**ATTACHMENT A
COMPENSATION SCHEDULE**

**2024 HOURLY RATES
LEESBURG INTERNATIONAL AIRPORT**

Classification	Billable Hourly Rate	Unburdened Hourly Rate
Principal	\$310.00	\$96.88
QC Reviewer	\$280.00	\$87.50
Sr Proj Mgr	\$230.00	\$71.88
Sr Engineer	\$210.00	\$65.63
Sr Planner	\$200.00	\$62.50
Project Manager	\$175.00	\$54.69
Project Engineer	\$150.00	\$46.88
Engineer	\$120.00	\$37.50
Planner	\$110.00	\$34.38
CADD Designer	\$90.00	\$28.13
Sr Inspector	\$140.00	\$43.75
Inspector	\$110.00	\$34.38
Contract Administrator	\$120.00	\$37.50
Administrative	\$80.00	\$25.00

Attachment 'B'

FEDERAL CONTRACT PROVISIONS

GENERAL CIVIL RIGHTS PROVISIONS

The PROFESSIONAL agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the PROFESSIONAL and sub tier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

Title VI Solicitation Notice:

The CITY, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Compliance with Nondiscrimination Requirements

During the performance of this contract, the PROFESSIONAL, for itself, its assignees, and successors in interest (hereinafter referred to as the "PROFESSIONAL") agrees as follows:

1. **Compliance with Regulations:** The PROFESSIONAL (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The PROFESSIONAL, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The PROFESSIONAL will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the PROFESSIONAL for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subconsultant or supplier will be notified by the PROFESSIONAL of the PROFESSIONAL's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

Attachment 'B'

FEDERAL CONTRACT PROVISIONS

4. **Information and Reports:** The PROFESSIONAL will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the CITY or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the PROFESSIONAL will so certify to the CITY or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a PROFESSIONAL's noncompliance with the Non-discrimination provisions of this contract, the CITY will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the PROFESSIONAL under the contract until the PROFESSIONAL complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The PROFESSIONAL will include the provisions of paragraphs one through six in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The PROFESSIONAL will act with respect to any subcontract or procurement as the CITY or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the PROFESSIONAL becomes involved in, or is threatened with litigation by a subconsultant, or supplier because of such direction, the PROFESSIONAL may request the CITY to enter into any litigation to protect the interests of the CITY. In addition, the PROFESSIONAL may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the PROFESSIONAL, for itself, its assignees, and successors in interest (hereinafter referred to as the "PROFESSIONAL") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

Attachment 'B'

FEDERAL CONTRACT PROVISIONS

- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The PROFESSIONAL has full responsibility to monitor compliance to the referenced statute or regulation. The PROFESSIONAL must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

Attachment 'B'

FEDERAL CONTRACT PROVISIONS

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. PROFESSIONAL must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The PROFESSIONAL retains full responsibility to monitor its compliance and their subconsultant's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

[END FEDERAL CONTRACT PROVISIONS]



November 28, 2023

City of Leesburg
501 West Meadow Street Leesburg, Florida 34728

RE: Professional Services - Leesburg International Airport | #240203

To Whom It May Concern:

AVCON, INC. (AVCON) is pleased to submit the team's Statement of Qualifications to provide Professional Services to the City of Leesburg and the Leesburg International Airport (LEE). As AVCON's past experience, including specific project experience at LEE, and current proposal demonstrates, the team has a strong understanding of the scope of work and the City's need for this continuing contract. AVCON is committed to performing all tasks in a timely and cost-effective manner, bringing the best possible services to the City and the Airport. We are ready to assist you at all stages of your capital improvement projects – from planning and environmental clearance to providing a design that meets your needs and budget, to acting as your representative during the construction phase. Beyond the capital project aspect of this assignment, AVCON has seasoned professionals who have managed General Aviation Airports in the past who can provide advice on operational issues and will help position LEE for success with tenants, users, and funding partners. **AVCON, in conjunction with the entire team, is fully capable and committed to providing Professional Services for the Leesburg International Airport.**

AVCON is a full-service engineering and planning firm with extensive experience in general consulting contracts for airports of all sizes. AVCON was established in 1988 and has been providing consulting engineering and planning services throughout the Southeast since its inception. Over the past 35 years, AVCON has grown to over 120 professional, technical, and administrative staff with expertise in all elements of airport planning, design, and construction management. With AVCON, you get the resources and capabilities of a large firm, with the individual attention and responsiveness of a small firm. AVCON's size is a true advantage, allowing us the availability, collaboration, and flexibility to meet your every need in a timely and professional manner.

AVCON has designated **Daniel (Dan) Nickols, Jr, PE**, to serve as **Project Manager** for this contract. Dan has led and managed the planning, design, inspection, grant administration, and construction management of many aspects of airport improvement projects such as airport pavement rehabilitation and reconstructions, runway and taxiway overlays, airport safety improvement projects, lighting rehabilitations, and airfield facility designs. In addition, he has completed civil/site design, construction management, and construction administration for several non-airfield-specific projects. Mr. Nickols also acts as an extension of staff by providing purchasing and procurement support throughout the public advertisement and bidding of AIP and non-AIP funded projects. Dan will be supported by **Jack Thompson, CM, LEED AP** as **Principal-in-Charge**, and **Sandeep Singh, PE** as **QA/QC Manager**. Both Jack and Sandeep are authorized to make representations for AVCON. All three individuals work out of AVCON's Orlando office at 5555 E Michigan Street, Suite 200, Orlando, FL 32822, and can be reached by phone at (407) 599-1122.

AVCON's staff will be supported by a strong team of dependable subconsultant resources, with proven success in serving Florida airports. AVCON has identified Survey, Geotechnical, Environmental, and Architectural firms to be included on the team. These capable firms have routinely supported AVCON's efforts at general aviation airports, contributing to our success over many decades. Details on these firms are provided in the Standard Form 330.

In addition to our subconsultant teaming partners, AVCON is backed by some of the industry's best airport engineers and planners. Our innovative staff continues to improve standards in airport lighting, pavements, and master planning, enhancing the sustainability of the airports we serve. You will see in our proposal that AVCON has an unmatched level of experience at LEE. We have served the airport in the past, and our staff has served the Airport on all major development projects at the airport for more than 10 Years,

AVCON is committed to the City of Leesburg and will guarantee, and be solely accountable for, the successful completion of all services by our team within budget, on schedule, and with the quality you expect. We pride ourselves on being available to serve the full range of airport planning and design needs, along with bidding and construction phase oversight, to maximize opportunities and unconditionally meet all your aviation-related obligations. Some highlights of our qualifications include:

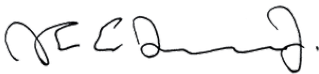
- AVCON, the Team's Project Manager, and key staff are completely familiar with the requirements of professional services contracts, and the entire team has a wealth of prior relevant experience which eliminates any learning curve;
- AVCON is a full-service firm with all engineering disciplines in-house, including MEP, Fire-Protection and Structural Engineering;
- AVCON brings the capabilities of a large firm with the demonstrated responsiveness of a smaller firm, suited to the task-based assignments expected under this contract;
- AVCON is headquartered in Orlando, and AVCON's proven response capabilities are approximately 1 hour and a phone call away;
- AVCON brings extensive, relevant, and award-winning project experience and excellent relationships with the FAA Orlando-ADO, FDOT District 5, and St. Johns River Water Management District personnel for project-related discussions, including funding eligibility;
- AVCON has a proven team, assembled to address any assignment which may arise, including meaningful local area technical capabilities, and DBE participation, and AVCON is prepared to add other specialties as may be needed or requested to meet any project need;
- AVCON is certified by the State of Florida Board of Professional Engineers, certified as a Minority Business Enterprise by the State of Florida Office of Supplier Diversity, and pre-qualified by the Florida Department of Transportation in seventeen different planning and design work areas; and
- AVCON will guarantee to do the best job, completing projects on time and within budget, and with the quality you expect
- AVCON's successful track record speaks for itself.

This Letter of Interest and Statement of Qualifications has been made without collusion with any other person or entity submitting a proposal pursuant to this Request for Qualifications (RFQ).

AVCON appreciates your review of the team's credentials for this contract and is pleased to affirm the firm's personal and corporate commitment to the City and this contract in particular. The team looks forward to serving you and thanks you in advance for your consideration in this important role.

Sincerely,

AVCON, INC.



Jack Thompson, CM LEED AP | Principal-in-Charge

Authorized Agent of the Firm



Daniel Nickols, PE | Project Manager

1 | Firm Background & Experience

Founded in 1988, AVCON, INC. (AVCON) is a trusted Florida-based engineering and planning firm specializing in airports, transportation, facilities, and site development projects, with a staff of over 120 professionals. AVCON's staff of engineers and airport planners have completed all types of airport projects, ranging from airport master plans, environmental assessments, DBE plans, and condition assessments to airfield pavement designs, lighting and NAVAIDs, hangar developments, terminal upgrades, fuel farms, security and access control, roadway and parking designs, and utility and stormwater improvements. AVCON also provides special services related to airfield and lighting evaluation, electrical vault arc-flash analyses, and capacity studies utilizing in-house testing equipment and fully trained staff.

AVCON's airport experience encompasses the entire airport campus, including elements more commonly associated with the landside (non-aviation) portion of the grounds. These elements comprise land development including utilities, roads, and parking facilities; structural, mechanical, electrical, plumbing, and fire protection engineering for hangars, terminals, air traffic control towers, vaults, and other building infrastructure; and electrical design for primary power distribution. Because an airport includes many elements beyond the airfield limits, it is important to consider an independent full-service engineering team that understands the connection between the airfield and the supporting infrastructure and can offer an experienced and insightful perspective on development and project execution. AVCON provides this understanding and skill and is available to you under one roof, approximately one hour away from City/Airport staff.

Additionally, the AVCON Team has extensive experience at Leesburg International Airport, which is displayed in the graphic below. The team is familiar with the City/Airport's staff and processes and is ready to hit the ground running in support of LEE's capital improvement projects.

Aviation Services

- Federal/State Grant Administration and Other Programs, Support and Compliance
- FAA/FDOT Coordination
- Cost Estimating and Independent Fee Estimates
- Airport Planning, Master Plans, and Layout Plans
 - Noise Studies
 - Environmental Planning
 - Hangar Studies
 - Parking Studies
 - DBE Plans
 - Feasibility Studies
 - Airspace Obstruction Evaluations
 - Gate Planning and Apron Utilization
- Airfield Design (Runways, Taxiways, Aprons, etc)
- Stormwater Drainage Design and Assessment
- MEP / Fire Protection
- Facility Condition Assessments
- Security and Access Control
- Civil Engineering and Site Design
- Industrial and Commerce Parks
- Roads and Multimodal Improvements
- Construction Management





Experience at Leesburg International Airport

Principal-in-Charge/Project Manager Experience

- 1 Runway 13-31 Rehabilitation - RPR
- 2 Rehabilitate Apron - Design and Construct
- 3 New Fuel Farm - Design
- 4 USCBP Rehabilitation - Design and Construct
- 5 New Box Hangars - Design and Construct
- 6 New Hangar Development - Design

- Wildlife Hazard Assessment

AVCON Experience

- 7 Airfield Lighting Upgrades - Runway 13-31 and Taxiway K - Design/Build
- 8 Hangar Development Apron, Access Road, and Stormwater Management - Design and Construct
- 9 Seaplane Ramp and Taxiway A Extension - Design, EA, Permitting, and Construct

- Airport Master Plan Update

1 | Firm Background & Experience

Bowman

Founded in 1995, **Bowman** provides a full spectrum of surveying and geospatial services as well as civil engineering, right-of-way/property acquisition, planning, environmental, landscape architecture, water/wastewater engineering, and transportation services to a range of public and private markets throughout Florida and the United States. With more than 100 fully equipped field survey crews across the nation (10 in Florida), Bowman understands the complexities and changing demands of evolving markets and rises to the challenge with the best and brightest professionals and multi-disciplinary teams. From routine boundary surveys to complicated aerial surveys utilizing the latest drone technology, Bowman's surveying teams are experts who recognize the importance of comprehensive professional land surveying services for our communities' growth and development and are committed to delivering safe, innovative, and reliable solutions that support their clients' goals on every project. Bowman and AVCON have partnered for more than 10 years.



Cal-Tech Testing, Inc. was established in 1980 as an engineering and construction materials testing firm. Over the last several years, the firm has grown in size and expertise with additional engineering and field services to meet the highly specialized needs of the construction, engineering, and environmental marketplace.

Cal-Tech maintains fully operational drill rigs for the performance of Standard Penetration Test Borings, Auger Borings, Rock Coring and Monitoring Well Installation, Dynamic Cone Penetrometer, and Static Cone Penetrometer and Foundation Evaluation. Other tests include Field Permeabilities and Double-Ring Infiltrometer. Cal-tech, Inc., and AVCON have partnered for 17 years and have completed 71 successful projects together.



Environmental Science Associates (ESA) is a full-service environmental consulting and planning firm with more than 50 years of experience in all aspects of project planning, environmental assessment, natural resource management, and regulatory compliance. ESA is an employee-owned, sciences-based firm with core values that promote sustainability and environmental management. ESA's full suite of planning and environmental capabilities encompasses project planning through design and permitting to construction and post-construction compliance. ESA has facilitated environmental approvals for some of the most challenging project impacts and has successfully partnered with AVCON on projects ranging from the Orlando Sanford International Airport (SFB) Runway 9L / 27R Runway Extension Environmental Assessment to the Chenault International Airport (CWF) Noise Analysis and the on-call contracts at Sebring Regional Airport (SEF), Okaloosa County Airports and Kissimmee Gateway Airport (ISM). ESA and AVCON have partnered for 27 years and have completed 13 successful projects together.



KMA Design Group is a service-based architectural design, planning, and interior practice that has been in operation since May 2008. Located in Winter Park, the firm has proudly served Central Florida for the last fifteen (15) years. KMA's marketing philosophy is laser-focused and simple: Quality is better than Quantity and identifying clients that they know to be ethical, and fair is critical. KMA Design Group shares a common "hands-on" work ethic which puts great emphasis on building relationships through exceptional client service. Their philosophies for project approach, professional goals, and client relationships align perfectly with the clients they choose to serve. KMA provides the quality and service other firms promise yet, far too often, fail to deliver... Experienced, Principal Level Involvement at all project phases and a Dedicated Client-Focused Approach. It is this philosophy that has allowed them to build a healthy, sustainable, and financially successful architectural design practice. Within the last five (5) years, the firm has completed over 165 projects for fifteen (15) different "Owner's Groups". Of those different Owner Groups, they have had the privilege of servicing five (5) Aviation Clients (including the City of Umatilla, the Greater Orlando Aviation Authority (GOAA), Flagler Executive Airport, Leesburg International Airport, and Martin County Witham Field Airport). KMA Design Group will provide Architectural services. KMA and AVCON have partnered for a year and have completed one successful project together.

ARCHITECT-ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION (City and State)

AVCON, INC., Orlando, FL

2. PUBLIC NOTICE DATE

10/27/2023

3. SOLICITATION OR PROJECT NUMBER

RFSQ No.240203

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

Jack Thompson, CM, LEED AP

5. NAME OF FIRM

AVCON, INC.

6. TELEPHONE NUMBER

407.599.1122

7. FAX NUMBER

407.599.1133

8. E-MAIL ADDRESS

jthompson@avconinc.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	SUBCON-TRACTOR			
a.	☒			AVCON, INC. ☐ CHECK IF BRANCH OFFICE	5555 E Michigan Street, Suite 200, Orlando, FL 32822	Aviation Planning, Engineering, and Construction Management
b.				Bowman Consulting Group Ltd. ☒ CHECK IF BRANCH OFFICE	5404 Cypress Center Dr, Suite 140, Tampa, FL 33609	Surveying
c.				Cal-Tech Testing, Inc. ☐ CHECK IF BRANCH OFFICE	2907 Spring Glen Road Jacksonville, FL 32207	Geotechnical Engineering and Investigation and Construction Materials Testing
d.				Environmental Science Associates (ESA) ☒ CHECK IF BRANCH OFFICE	5401 South Kirkman Road, Suite 475, Orlando, FL 32819	Environmental and Planning
e.				CHECK IF BRANCH OFFICE KMA Design Group, LLC ☐ CHECK IF BRANCH OFFICE	2720 Wright Avenue, Winter Park, FL 32789	Architecture
f.				☐ CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

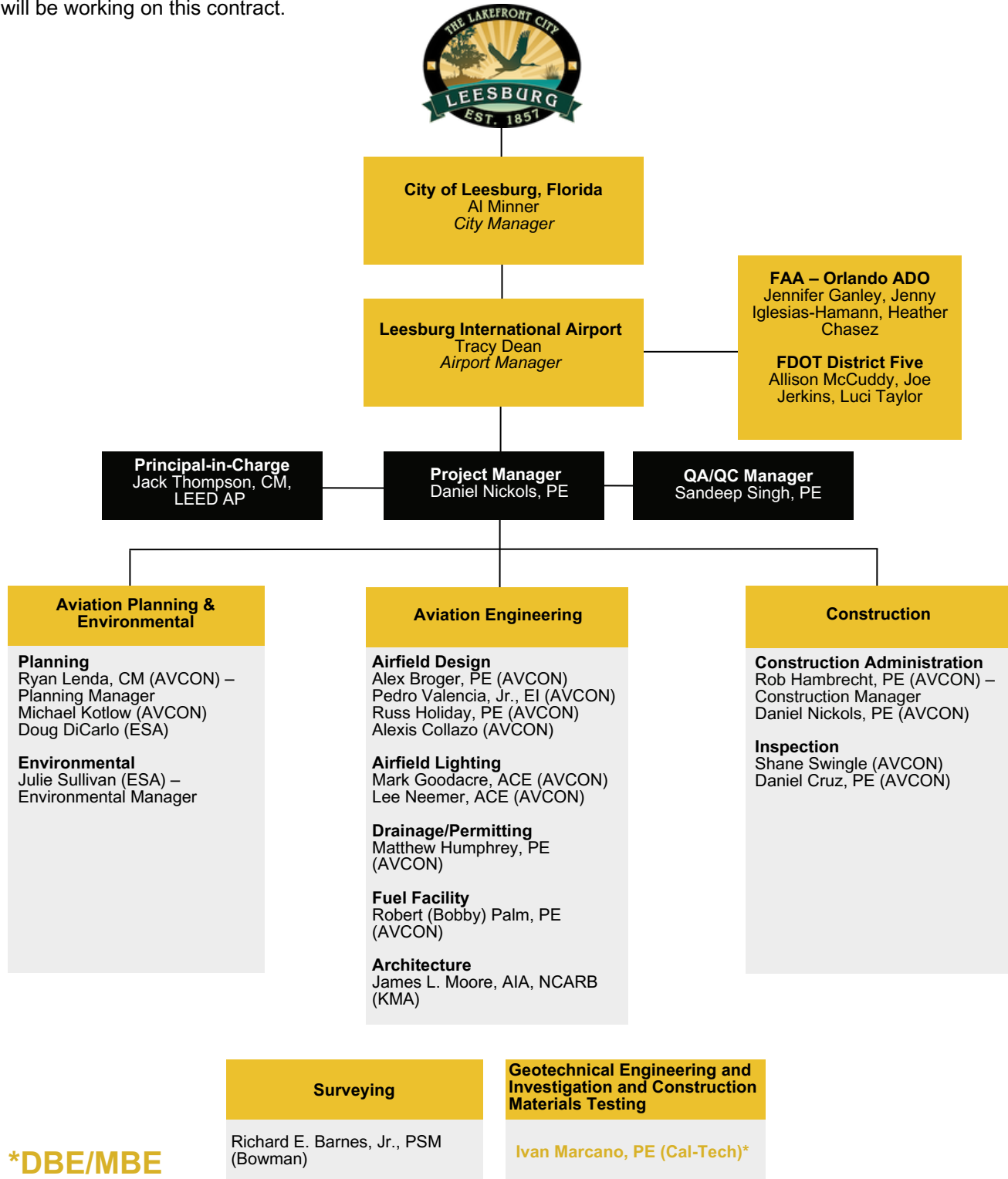
☒ (Attached)

1 | Firm Background & Experience

AVCON proposes a highly-skilled, full-service planning, design, and construction management team to provide aviation engineering services and construction oversight to the Leesburg International Airport.

The AVCON Team is fully prepared to deliver and guarantee the successful completion of your projects within the designated timelines and budgets. Our team is equipped with the necessary resources and personnel, and we have backup staff on standby to step in if any unexpected situations arise, ensuring that we maintain a consistent and timely delivery throughout each project.

The organizational chart below highlights the roles and responsibilities of the AVCON Team Members. In addition, the resumes in Section 2 outline the qualifications and capabilities of each of the key personnel who will be working on this contract.



ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (If any)

RFSQ No.240203

PART II - GENERAL QUALIFICATIONS

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

2a. FIRM (or Branch Office) NAME AVCON, INC.			3. YEAR ESTABLISHED 1988	4. UNIQUE ENTITY IDENTIFIER 60-672-0266
2b. STREET 5555 E Michigan Street, Suite 200			5. OWNERSHIP	
2c. CITY Orlando	2d. STATE FL	2e. ZIP CODE 32822	a. TYPE Corporation	
6a. POINT OF CONTACT NAME AND TITLE Sandeep Singh, PE, President			b. SMALL BUSINESS STATUS	
6b. TELEPHONE NUMBER 407.599.1122			7. NAME OF FIRM (If Block 2a is a Branch Office)	
6c. EMAIL ADDRESS ssingh@avconinc.com				
8a. FORMER FIRM NAME(S) (If any)			8b. YEAR ESTABLISHED	8c. UNIQUE ENTITY IDENTIFIER

9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c. Number of Employees	
		(1) FIRM	(2) BRANCH
02	Administrative	23	5
08	CADD Technician	13	6
12	Civil Engineer	46	24
15	Construction Inspector	7	3
21	Electrical Engineer	8	0
42	Mechanical Engineer	4	0
57	Structural Engineer	5	0
60	Transportation Engineer	6	0
	Airport Planner	5	5
	Engineering Intern	5	1
	Other Employees		
Total		122	44

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Profile Code	b. Experience	c. Revenue Index Number (see below)
A05	Airports; Navajds; Airport Lighting; Aircraft Fueling	7
A06	Airports; Terminals & Hangars; Freight Handling	5
B02	Bridges	4
C18	Cost Est; Cost Eng. & Analysis; Param. Cost.;	1
D04	Design-Build - Preparation of Requests for Proposals	1
E02	Educational Facilities; Classrooms	3
H07	Highways; Streets; Airfield Paving; Parking Lots	6
I06	Irrigation; Drainage	1
O01	Office Buildings; Industrial Parks	1
P05	Planning (Community, Regional, Areawide & State)	1
P06	Planning (Site, Installation, & Project)	2
P13	Public Safety Facilities	1
R03	Railroad; Rapid Transit	1
R04	Recreation Facilities (Parks, Marinas, Etc.)	2
S09	Structural Design; Special Structures	2
S13	Storm Water Handling & Facilities	2
T03	Traffic & Transportation Engineering	2
U03	Utilities (Gas and Steam)	1
W03	Water Supply; Treatment & Distribution	1
Z01	Zoning; Land Use Studies	1

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS

(Insert revenue index number shown at right)

a. Federal Work	3
b. Non-Federal Work	8
c. Total Work	8

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

- | | |
|---|---|
| 1. Less than \$100,000 | 6. \$2 million to less than \$5 million |
| 2. \$100,000 to less than \$250,000 | 7. \$5 million to less than \$10 million |
| 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 |

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE 	b. DATE 11/28/2023
c. NAME AND TITLE Sandeep Singh, PE, President	

ARCHITECT-ENGINEER QUALIFICATIONS

Bowman

	1. SOLICITATION NUMBER (If any) RFSQ 240203
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PART II - GENERAL QUALIFICATIONS

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

2a. FIRM (or Branch Office) NAME Bowman Consulting Group Ltd. - Stuart			3. YEAR ESTABLISHED 1995	4. UNIQUE ENTITY IDENTIFIER P98HKXYNA6M9
2b. STREET 301 SE Ocean Blvd, Ste. 301			5. OWNERSHIP	
2c. CITY Stuart	2d. STATE FL	2e. ZIP CODE 34994	a. TYPE Corporation	
6a. POINT OF CONTACT NAME AND TITLE Steve Brickley, PSM, Principal			b. SMALL BUSINESS STATUS N/A	
6b. TELEPHONE NUMBER 772.283.1413			7. NAME OF FIRM (If Block 2a. is a Branch Office) Bowman Consulting Group Ltd.	
6c. EMAIL ADDRESS sbrickley@bowman.com				
8a. FORMER FIRM NAME(S) (If any)			8b. YEAR ESTABLISHED	8c. UNIQUE ENTITY IDENTIFIER

9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. Number of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
02	Administrative	429	5	A02	Aerial Photography: Airborne Data	3
08	CADD Technician	156	8	C10	Commercial Building	10
12	Civil Engineer	475	9	C15	Construction Management	6
15	Construction Inspector	27	1	E02	Educational Facilities; Classrooms	6
16	Construction Manager	4		E07	Energy Infrastructure	8
21	Electrical Engineer	34		E10	Environmental and Natural Resources	2
24	Environmental Scientist	24		H11	Housing/Group Homes	10
25	Fire Protection Engineer	20		L03	Landscape Architecture	2
27	Foundations/Geotechnical Engineer	0		M06	Mining & Mineralogy	6
29	GIS Specialist	9		P06	Planning (Site, Installation, and Project)	6
30	Geologist	8		S10	Surveying; Platting; Mapping; Flood Plain	8
32	Hydraulic Engineer	1		T03	Traffic & Transportation Engineering	9
38	Land Surveyor	67	6	U03	Utilities	8
39	Landscape Architect	34		W02	Water Resources; Hydrology	6
40	Materials Engineer	2				
42	Mechanical Engineer	35				
47	Planner: Urban/Regional	34				
48	Project Manager	75	2			
49	Remote Sensing Specialist	0				
57	Structural Engineer	11				
58	Technician/Analyst (Survey)	224	14			
60	Transportation Engineer	169				
62	Water Resources Engineer	12				
	Other Employees	100	4			
	Total Employees	1950	49			

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS <i>(Insert revenue index number shown at right)</i>	PROFESSIONAL SERVICES REVENUE INDEX NUMBER
a. Federal Work	10
b. Non-Federal Work	10
c. Total Work	10

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE 	b. DATE 11/13/2023
c. NAME AND TITLE Steve Brickley, PSM, Principal	

ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (If any)
RFQ No. 240203

PART II - GENERAL QUALIFICATIONS

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

2a. FIRM (or Branch Office) NAME Cal-Tech Testing, Inc.			3. YEAR ESTABLISHED 1980	4. UNIQUE ENTITY IDENTIFIER 064828338
2b. STREET 3309 SW SR 247			5. OWNERSHIP	
2c. CITY Lake City	2d. STATE FL	2e. ZIP CODE 32024	a. TYPE Corporation	
6a. POINT OF CONTACT NAME AND TITLE Abby Stalvey President/CEO, Owner			b. SMALL BUSINESS STATUS DBE and MBE	
6b. TELEPHONE NUMBER 386-755-3633			6c. EMAIL ADDRESS astalvey@caltechtesting.com	
8a. FORMER FIRM NAME(S) (If any)			8b. YEAR ESTABLISHED	8c. UNIQUE ENTITY IDENTIFIER

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9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. Number of Employees		a. Profile Code	b. Experience	c. Revenue Index Number <i>(see below)</i>
		(1) FIRM	(2) BRANCH			
02	Administrative	3	3	E13	Environmental Testing & Analysis	1
08	CADD Technician	1	0	E09	Environmental Impact Studies	1
15	Construction Inspector	11	16	S05	Soils & Geotechnical Studies & Foundations	3
27	Foundation/Geotechnical Engineer	1	0	T02	Testing and Inspection Services	6
48	Project Manager	1	1			
	Other Employees					
	Total	17	20			

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS <i>(Insert revenue index number shown at right)</i>		PROFESSIONAL SERVICES REVENUE INDEX NUMBER	
a. Federal Work	3	1. Less Than \$100,000	6. \$2 million to less than \$5 million
b. Non-Federal Work	6	2. \$100,000 to less than \$250,000	7. \$5 million to less than \$10 million
c. Total Work	6	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

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE 	b. DATE 11/28/23
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c. NAME AND TITLE	
Abby Stalvey, President/CEO, Owner	

ARCHITECT – ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (If any)
RFQ No. 2023-16

PART II – GENERAL QUALIFICATIONS

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

2a. FIRM (OR BRANCH OFFICE) NAME  Environmental Science Associates			3. YEAR ESTABLISHED 1969	4. UNIQUE ENTITY IDENTIFIER DYAGS8QCFQJ3
2b. STREET 5401 South Kirkman Road, Suite 475			5. OWNERSHIP a. TYPE Corporation	
2c. CITY Orlando	2d. STATE FL	2e. ZIP CODE 32819	b. SMALL BUSINESS STATUS N/A	
6a. POINT OF CONTACT NAME AND TITLE Julie Sullivan, Senior Vice President			7. NAME OF FIRM (If Block 2a is a branch office)	
6b. TELEPHONE NUMBER 407-403-6300		6c. E-MAIL ADDRESS jsullivan@esassoc.com		
8a. FORMER FIRM NAME(S) (if any)			8b. YR. ESTABLISHED	8c. UNIQUE ENTITY IDENTIFIER

9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. No. of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
02	Administrative	106	1	A01	Acoustics; Noise Abatement	4
05	Archeologist	113		A06	Airports; Terminals & Hangars; Freight Handling	6
07	Biologist	116	8	C14	Conservation and Resource Management	7
09	Cartographer	4		D02	Dams (Earth; Rock); Dikes; Levees	2
12	Civil Engineers	11		E01	Ecological & Archaeological Investigations	7
14	Computer Programmer	45		E02	Educational Facilities; Classrooms	4
19	Ecologists	29	2	E09	Environmental Impact Studies	8
21	Environmental Engineer	3	1	E11	Environmental Planning	6
24	Environmental Scientist	37	1	E11A	Permitting	6
29	GIS Specialist	17		F04	Fisheries	2
30	Geologist	2		H01	Harbors; jetties; Piers; Ship Terminal Facilities	3
34	Hydrologists	44		H07	Highways; Streets; Airfield Paving; Parking Lots	2
39	Landscape Architects	13		H11	Housing (Residential, Multi Family, Apt.)	4
44	Oceanographers	1		L03	Landscape Architecture	4
47	Planners: Urban/Regional	104	2	P05	Planning (Regional)	4
48	Project Manager	16		P12	Power Generation, Transmission	4
58	Technician/Analyst	7		R03	Railroad and Rapid Transit	1
62	Water Resources Engineer	13		R04	Recreation Facilities	4
				R11	Rivers; Canals; Waterways; Flood	7
				S06	Solar Energy Utilization	1
				W02	Water Resources; Hydrology; Ground Water	5
				W03	Water Supply; Treatment and Distribution	6
Total		681	15			

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	6	1. Less than \$100,000	6. \$2 million to less than \$5 million
b. Non-Federal Work	10	2. \$100,000 to less than \$250,000	7. \$5 million to less than \$10 million
c. Total Work	10	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

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE 	b. DATE April 25, 2023
c. NAME AND TITLE Leslie Moulton-Post, President	

ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (If any)

RFSQ 240203

PART II - GENERAL QUALIFICATIONS*(If a firm has branch offices, complete for each specific branch office seeking work.)*

2a. FIRM (or Branch Office) NAME KMA Design Group, LLC.			3. YEAR ESTABLISHED 2008	4. UNIQUE ENTITY IDENTIFIER DUNS #: 048-812-068
2b. STREET 2720 Wright Avenue			5. OWNERSHIP	
2c. CITY Winter Park			a. TYPE Limited Liability Corporation	
2d. STATE Florida			b. SMALL BUSINESS STATUS N/A	
2e. ZIP CODE 32789			7. NAME OF FIRM (If Block 2a is a Branch Office)	
6a. POINT OF CONTACT NAME AND TITLE James L. Moore, AIA, NCARB / Principal				
6b. TELEPHONE NUMBER (407) 810-2606		6c. EMAIL ADDRESS jmoore@kmadg.net		
8a. FORMER FIRM NAME(S) (If any)			8b. YEAR ESTABLISHED	8c. UNIQUE ENTITY IDENTIFIER
N/A				

9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. Number of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
02	Administration	0		A06	Airports; Terminals and Hangars; Freight Handling	2
06	Architects	2		C11	Community Facilities	1
08	CADD Technicians	0		D04	Design-Build	1
16	Construction Manager	0		D07	Dining Halls; Clubs; Restaurants	2
39	Landscape Architects	0		E02	Educational Facilities	3
48	Project Managers	0		H10	Hotels; Motels	1
				H11	Housing	1
				I05	Interior Design; Space Planning	2
				M08	Modular Systems Design; Pre- Fabricated Structures or Components	1
				R06	Rehabilitation (Buildings; Structures; Facilities)	1
	Other Employees					
Total		2				

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	2	1. Less Than \$100,000	6. \$2 million to less than \$5 million
b. Non-Federal Work	4	2. \$100,000 to less than \$250,000	7. \$5 million to less than \$10 million
c. Total Work	5	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

12. AUTHORIZED REPRESENTATIVE*The foregoing is a statement of facts.*

a. SIGNATURE 	b. DATE November 7, 2023
c. NAME AND TITLE James L. Moore, AIA, NCARB / Principal	

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

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Jack Thompson Jr., C.M., LEED AP	Principal-in-Charge	a. TOTAL 37	b. WITH CURRENT FIRM 1
15. FIRM NAME AND LOCATION (City and State) AVCON, INC., 5555 E. Michigan Street, Suite 200, Orlando, FL 32822			
16. EDUCATION (Degree and Specialization) A.S. Civil Engineering Tech., Seminole Community College		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)			

Jack has served as Program Manager for numerous airport clients, coordinating their capital improvement programs, managing federal and state grants, and providing strategic planning assistance. Jack is a Certified Member of the American Association of Airport Executives and a Leadership in Energy and Environmental Design Accredited Professional. From 2005 - 2009 he served as Airport Director for Flagler County Airport, which was the busiest non-towered airport in the United States at the time.

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
a.	On-Call Engineering and Construction Services, Leesburg International Airport, FL	2023	2017 - 2023
	(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE Program Manager for various projects and providing Joint Automated Capital Improvement Program (JACIP) assistance and grant management for projects funded by FAA and FDOT. Previous projects included construction administration for the rehabilitation of the airport's USCBP facility, construction of the aircraft parking apron rehabilitation, design for the rehabilitation of the fuel farm facility, design for future hangar development, construction observation for the Runway 13-31 Rehabilitation project, design and construction administration of two 5-unit box hangar buildings, and associated paving, grading, and drainage improvements.		
b.	On-Call Aviation Consulting, Flagler Executive Airport, FL	2023	2018 - 2023
	(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE Program Manager for several projects such as the Stormwater Master Plan Update, design and construction services for Runway 6-24 rehabilitation, Wildlife Hazard Management Plan, design for temporary automobile parking for Phoenix East Aviation facility, and Construction Administration for Runway 11-29 Relocation and Extension. Jack's role also involved maintaining the airport's JACIP and coordinating with the FAA and FOOT for funding to support the airport's capital program objectives.		
c.	On-Call Aviation Consulting, New Smyrna Beach Municipal Airport, FL	Ongoing	On-Going
	(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE Program Manager for multiple projects in this contract. These projects involved constructing and rehabilitating Taxiway C, which entailed removing old pavement and building a 7-bay aircraft run-up area, airfield signage and marking rehabilitation initiatives aimed at addressing safety concerns, ongoing support to the airport's JACIP. Jack is currently providing support to the Airport under AVCON's Continuing Contract. Projects include Taxiway B Rehabilitation, ATCT Rehabilitation, and Hangar F Rehabilitation.		
d.	On-Call Aviation Consulting, Umatilla Municipal Airport, FL	Ongoing	Ongoing
	(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE Program Manager for various projects under this contract including construction for the Runway 1-19 Rehabilitation and Extension, the Airport Master Plan and Airport Layout Plan Update, and design of the new General Aviation Terminal Facility. Responsibilities also included maintaining the Airport's JACIP database as well as regularly representing the airport in funding discussions with FAA and FOOT. Jack is currently providing support to the Airport under AVCON's continuing contract. Projects include Terminal Construction Administration, Apron and Beacon Design, and T-hangar Bidding and Construction Phase Services.		
e.	On-Call Aviation Services, FDOT District Five, FL	Ongoing	N/A
	(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE Program Manager involved in assisting FOOT District Five with grant eligibility reviews and developing the scope of services for various projects throughout the district. He also represented the District on the Terminal Expansion and Northside Development projects at Melbourne-Orlando International Airport. In the past, Jack has also represented the district on several key projects, including the design-build project for Ocala International Airport's new General Aviation Terminal Building, the Taxiway S construction project at Daytona Beach International Airport, and a hangar/office refurbishment project at Orlando International Airport.		

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

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Daniel Nickols Jr., PE	Project Manager / Senior Civil Engineer	a. TOTAL	b. WITH CURRENT FIRM
		14	1

15. FIRM NAME AND LOCATION <i>(City and State)</i> AVCON, INC., 5555 E. Michigan Street, Suite 200, Orlando, FL 32822

16. EDUCATION <i>(Degree and Specialization)</i> B.S. Civil Engineering, Michigan State University	17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> Professional Engineer, FL
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18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i> Daniel has led and managed the planning, design, inspection, grant administration and construction management of many aspects of airport improvement projects such as lighting rehabilitations, airport safety improvement projects, runway and taxiway overlays, airport pavement rehabilitation and reconstructions, and airfield facility design. In addition, he has completed the civil/site design, construction management, and construction administration for several non-airfield- specific projects. Daniel also acts as an extension of staff for several clients by providing purchasing and procurement support throughout the public advertisement and bidding of AIP and non- AIP funded projects.
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19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
a.	Leesburg International Airport – Veterans Road Infrastructure, City of Leesburg, Leesburg, Florida.	2023	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope size, cost, etc.)</i> AND SPECIFIC ROLE ☐ Check if project performed with current firm Project Manager and Engineer-of-Record for the planning, design, and bidding of the development of an undisturbed portion of airport property to prepare for private airport hangar developments. This project includes site layout and planning, site grading and drainage improvements, utility installations to support commercial development, airfield and roadway pavement design and installations, security fencing, and permitting through the City of Leesburg, FDEP, and SJRWMD.		
b.	Leesburg International Airport – Fuel Farm Rehabilitation, City of Leesburg, Leesburg, Florida	2023	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope size, cost, etc.)</i> AND SPECIFIC ROLE ☐ Check if project performed with current firm Project Manager and Engineer-of-Record for the planning, design, and bidding of the development of an undisturbed portion of airport property to prepare for private airport hangar developments. This project includes site layout and planning, site grading and drainage improvements, utility installations to support commercial development, airfield and roadway pavement design and installations, security fencing, and permitting through the City of Leesburg, FDEP, and SJRWMD.		
c.	Leesburg International Airport – Airport Hangar Development, City of Leesburg, Leesburg, Florida	2023	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope size, cost, etc.)</i> AND SPECIFIC ROLE ☐ Check if project performed with current firm Project Manager and Engineer-of-Record for the design of new aircraft storage hangars and maintenance hangars on a previously under-utilized portion of airport property. The project includes site layout and planning, site grading and drainage upgrades and improvements, site lighting, utility relocations and installations, airfield pavement installations, security fencing, and permitting through the City of Leesburg, FDEP, and SJRWMD.		
d.	Leesburg International Airport – Aircraft Parking Apron Rehabilitation, City of Leesburg, Leesburg, Florida.	2022	2023
	(3) BRIEF DESCRIPTION <i>(Brief scope size, cost, etc.)</i> AND SPECIFIC ROLE ☐ Check if project performed with current firm Project Manager, Engineer-of-Record, and Construction Manager for the design, bidding, and construction of the rehabilitation of the main aircraft parking apron. This project also included reconfiguration of the ground movement patterns, reconfiguration of the apron parking and tie down layout to maximize available apron space while still conforming to FAA specifications and set back requirements, and stormwater permitting through SJRWMD. Final Construction Cost – \$2.05 Million.		
e.	Leesburg International Airport – Runway 13-31 Rehabilitation, City of Leesburg, Leesburg, Florida.	N/A	2021
	(3) BRIEF DESCRIPTION <i>(Brief scope size, cost, etc.)</i> AND SPECIFIC ROLE ☐ Check if project performed with current firm Construction Administration support and construction inspection support for the rehabilitation of the Runway 13-31 at a published length of 6,300 ft and a width of 100 ft. The project also included paved shoulder rehabilitation and construction, lighting rehabilitation and runway grooving operations. Construction Cost: \$5.5M		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Robert Hambrecht, PE	13. ROLE IN THIS CONTRACT Construction Manager	14. YEARS EXPERIENCE a. TOTAL 23 b. WITH CURRENT FIRM 10	
15. FIRM NAME AND LOCATION (City and State) AVCON, INC., 5555 E. Michigan Street, Suite 200, Orlando, FL 32822			
16. EDUCATION (Degree and Specialization) BS Civil Engineering, SUNY Buffalo, 2001		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) Professional Engineer - FL	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)			

Rob Hambrecht, PE has over 23 years of professional engineering and planning consulting experience in almost every aspect of aviation and roadway projects including construction administration, inspection, utility coordination, project funding assistance, conceptual development, project management, contracts, budgeting, engineering design, specification and plan preparation, cost estimates, and closeout. He has a successful history of construction administration and project design.

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	Master Plan Update, Leesburg International Airport, City of Leesburg, FL	PROFESSIONAL SERVICES 2021	CONSTRUCTION (If applicable) 2021
a.	(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Senior Project Engineer - This project involved the preparation of an Airport Master Plan Update in accordance with the requirements of the FAA, the FDOT, and the needs of the City of Leesburg, Florida, the Airport sponsor. This update entailed a comprehensive analysis of current Airport facilities, determination of trends and activities affecting the Airport, existing and future Airport land use, pavement condition, and evaluation of runway length, strength, and navigational requirements.		
	Seaplane Ramp and Taxiway, Leesburg International Airport, City of Leesburg, FL	PROFESSIONAL SERVICES 2019	CONSTRUCTION (If applicable) 2019
b.	(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Project Manager - This project included design, permitting and construction of a taxilane and seaplane ramp. The new 800-foot-long by 35-foot-wide asphalt paved taxilane connects with the existing airfield taxiway system. The 40-foot-wide concrete paved seaplane ramp extends from the new taxilane 120 feet into the Lake Harris shoreline. A floating dock was constructed adjacent to the ramp. AVCON was responsible for planning, environmental activities, engineering design, and construction phase engineering services.		
	Apron Expansion, Leesburg International Airport, City of Leesburg, FL	PROFESSIONAL SERVICES 2016	CONSTRUCTION (If applicable) 2016
c.	(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Project Manager - The apron was designed to connect a new hangar to the existing aircraft parking apron. The new apron is approximately 1,600 square yards. AVCON's professional services included preliminary investigation; design and development of construction plans, specifications and bid documents; coordination with the City of Leesburg, FAA, FDOT, FDEP, FPL, and the St. Johns River Water Management District; utility relocation, electrical design, stormwater improvements and permitting; bidding/award phase services; and construction administration and resident project representation.		
	Airfield Lighting Upgrade Runway 13-31 and Taxiway K, Leesburg International Airport, Leesburg, FL	PROFESSIONAL SERVICES 2015	CONSTRUCTION (If applicable) 2015
d.	(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Project Manager - This project consisted of the design and construction of airfield lighting improvements at Leesburg International Airport. Specifically, the edge lighting was replaced on Runway 13-31 and portions of Taxiway K. The airfield direct buried edge lighting was replaced with cans and conduit lighting. This project also included conductor, conduit, duct markers, junction cans, ground rods, splice markers, and spare parts as necessary.		
	Focused Environmental Assessment, Taxiway A Extension and Seaplane Ramp, Leesburg International Airport, City of Leesburg, FL	PROFESSIONAL SERVICES 2015	CONSTRUCTION (If applicable) N/A
e.	(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Project Manager - The City of Leesburg, FL completed an ALP for LEE in 2014, which meets the Federal Aviation Administration (FAA) and Florida Department of Transportation (FDOT) criteria to guide future development. Various improvements needed to accommodate future facility needs were identified, including extending Taxiway A approximately 550 feet to the southeast to the vicinity of the shoreline of Lake Harris and the installation of a seaplane ramp from Lake Harris to the extension of Taxiway A. AVCON worked with the City of Leesburg and the FAA to develop a focused Environmental Assessment to examine potential environmental affects and identify mitigation actions required.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Ryan J. Lenda, CM	Planning Manager	a. TOTAL 19	b. WITH CURRENT FIRM 1

15. FIRM NAME AND LOCATION (City and State) AVCON, INC., 5555 E. Michigan Street, Suite 200, Orlando, FL 32822
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16. EDUCATION (Degree and Specialization) M.B.A., University of South Carolina, B.S. Aerospace Studies, Embry-Riddle Aeronautical University	17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)
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18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)
 Ryan Lenda, CM is an experienced aviation and business professional with over 19 years of experience in the aviation industry. His responsibilities include roles ranging from managing complex planning projects to providing consultant services and working with stakeholders to ensure design elements comply with aviation regulations. He has a solid understanding of planning principles and federal aviation regulations. Ryan has completed multiple planning assignments at airports throughout the U.S. including Apron Utilization Plans, Gate Expansion Analyses, Airport Layout Plans, Exhibit A Updates, Feasibility Studies, Master Plans, Siting Studies, Land Use Planning, and more.

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
a.	South Apron Utilization Study, Bob Sikes Airport, FL (3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE Senior Airport Planner - Comprehensive analysis of current apron facilities at the Airport. The limits of the project measure approximately 1,350 ft by 250 ft. Tasks included evaluation of existing apron layouts, data analysis and development of aircraft parking requirements, preparation of proposed apron layout, and coordination with the FAA. The study was performed using recommendations in the Airport Cooperative Research Program (ACRP) Report 113, Guidebook on General Aviation Facility Planning.	2023	N/A
b.	Capital Improvement Plan Program (CIPP), NASA (3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE Planner responsible for assisting to develop a roll-up Capital Improvement Plan Program (CIPP) incorporating budget, cost, and funds planning for NASA Centers nationally. As part of the CIPP, helped to conduct an inventory of existing facilities at Kennedy Space Center.	2006	N/A
c.	Airport Rescue and Firefighting Facility (ARFF) Siting Study, Dallas Love Field, TX (3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE Planner responsible for assisting to develop a roll-up Capital Improvement Plan Program (CIPP) incorporating budget, cost, and funds planning for NASA Centers nationally. As part of the CIPP, helped to conduct an inventory of existing facilities at Kennedy Space Center.	2019	N/A
d.	Master Plan Update, Dulles International Airport, VA (3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE Assisted the master plan team in the development of alternate demand scenario facility requirements that identified the point in which the forecast equaled 100% Annual Service Volume (ASV) and an ultimate constrained airport. The analysis identified what additional facilities would be needed at that time. Since 100% ASV was calculated beyond the traditional planning horizon of the master plan, this analysis was hypothetical and used by Airport staff to assess the maximum buildout of facilities at IAD.	2022	N/A
e.	Airport Layout Plan and Airports GIS Update, Miami International Airport, FL (3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE Coordinated and led the update of MIA's ALP to provide airport management with a scaled, graphic representation of the Airport's 20-year development program, as presented in the Supplemental Airport Master Planning Study defining the overall approach to implementing capital needs for 2017 through 2036.	2022	N/A

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

12. NAME Mark Goodacre, ACE	13. ROLE IN THIS CONTRACT Airfield Electrical Manager	14. YEARS EXPERIENCE	
		a. TOTAL 41	b. WITH CURRENT FIRM 20

15. FIRM NAME AND LOCATION (City and State) AVCON, INC., 5555 E. Michigan Street, Suite 200, Orlando, FL 32822

16. EDUCATION (Degree and Specialization) A.S. Mechanical Engineering, State University of New York - Farmingdale	17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) Airport Certified Employee (ACE)
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18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Mark Goodacre, ACE has more than 40 years of experience in the planning, design, construction, and maintenance of electrical distribution systems and airfield lighting systems. He is an AAAE Airport Certified Employee (ACE) in the field of Airfield Lighting Maintenance, and he serves as an instructor for the Florida Airports Council's (FAC) Basic Airfield Electrical Safety Workshop. He has experience preparing design documentation for an airfield's lighting layout and circuitry for all associated Runways, Taxiways and Parking Aprons.
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19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
a. (1) TITLE AND LOCATION (City and State) Taxiway G and New Electrical Vault, Ormond Beach Municipal Airport, Ormond Beach, FL	PROFESSIONAL SERVICES 2017	CONSTRUCTION (If applicable) 2017
(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Senior Electrical Designer - This project included design of a full-length taxiway Golf parallel to existing Runway 17-35. AVCON completed an Electrical Vault Study and report which included make and inventory of the existing electrical vault, load measurements of equipment and airfield lighting regulators and results. The new electrical vault included a 13 ft x30 ft pre-cast concrete wall building, site constructed, with new Airport Lighting Control System (ALCS), regulators, conductors, main and auxiliary panels, main disconnects, and HVAC System.		
b. (1) TITLE AND LOCATION (City and State) Runway Approach Lighting, Threshold Replacement, and PAPI Replacement, Patrick Air Force Base, FL	PROFESSIONAL SERVICES 2018	CONSTRUCTION (If applicable) 2018
(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Senior Electrical Designer - This project consisted of providing the final design and construction phase support services for the replacement of the Approach Lighting System for Runway 02, replacement of the Runway 02 and 20 Threshold Lighting, and replacement of the Precision Approach Path Indicator (PAPI) lights for Runway 02 and 20.		
c. (1) TITLE AND LOCATION (City and State) New Electrical Vault Lighting, Kissimmee Gateway Airport, Kissimmee, FL	PROFESSIONAL SERVICES 2015	CONSTRUCTION (If applicable) 2023
(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Senior Electrical Designer - Responsible for the design of the building electrical/lighting and sizing of vault equipment and ALCS system. Some specific elements of the project included: electrical service for the airfield lighting vault which powers both the vault and ATCT; energy efficient LED lighting throughout the facility; grounding/lightning protection including a complete UL master label lightning protection system; a complete, addressable fire alarm and mass notification system; and a L-890 Airfield Lighting Control and Monitoring System (ALCMS).		
d. (1) TITLE AND LOCATION (City and State) Runway 9R MALSR, Cecil Airport, Jacksonville, FL	PROFESSIONAL SERVICES 2009	CONSTRUCTION (If applicable) 2009
(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Senior Electrical Designer - This project consisted of technical planning assistance, survey and base drawings, engineering design, specifications, scheduling, cost estimating, bidding, and construction phase services in connection with the installation of a Medium Intensity Approach Lighting System with Runway Alignment Indicator Lights (MALSR) for Runway 9R. The project included siting, site preparation, utility service coordination, clearing and coordination with FAA to ensure a fully functional system.		
e. (1) TITLE AND LOCATION (City and State) Airfield Rehabilitation Program, Page Field, Lee County, FL	PROFESSIONAL SERVICES 2019	CONSTRUCTION (If applicable) 2019
(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Senior Electrical Designer - Responsibilities included the design of the electrical systems for Runway 5-23 and Runway 13-31. The Program 1 electrical scope provided for a new airfield lighting vault. The new airfield lighting vault provided code compliant working space, is well lighted and provides for future growth at the airport. The electrical service was designed to accommodate future loads and is equipped with a full-size standby generator in the event of utility power loss.		

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

12. NAME Alex Broger, PE	13. ROLE IN THIS CONTRACT Design Leader / Project Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 5	b. WITH CURRENT FIRM 1

15. FIRM NAME AND LOCATION (City and State) AVCON, INC., 5555 E. Michigan Street, Suite 200, Orlando, FL 32822

16. EDUCATION (Degree and Specialization) B.S. Civil Engineering, Florida Gulf Coast University	17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) Professional Engineer, FL
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18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Alex Broger, PE has five years of experience in the aviation industry. He has assisted on the planning, design, inspection, and construction management of many aspects of airport improvement projects, such as lighting rehabilitations, airport safety improvement projects, runway and taxiway overlays, airport pavement rehabilitation and reconstructions, and airfield facility design. Additionally, Alex is a member of the American Association of Airport Executives (AAAE), the National Society of Black Engineers, and the Florida Engineer Society.
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19. RELEVANT PROJECTS

a. (1) TITLE AND LOCATION (City and State) Parking Lot Expansion and Access Road, Okeechobee County Airport, Okeechobee County, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) N/A

(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE Project Engineer involved the replacement and reconfiguration of the existing parking lot and hangar access road associated with the General Aviation terminal building. The design brought this road up to minimum design standards for a two-lane rural section.	☒ Check if project performed with current firm	
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b. (1) TITLE AND LOCATION (City and State) East Hangar Development Site for Hangars 17, 18 and 19, Orlando Executive Airport, Orlando, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) Ongoing

(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE Project Engineer for a new hangar development adjacent to the East Ramp at Orlando Executive Airport (ORL). The site work includes master site grading and drainage for the overall site development; changes to the ORL perimeter fence and roadway access; code compliant parking, lighting and landscaping for the East Ramp development; approximately 10,000 sq. yd. aircraft apron (asphalt) connecting to the East Ramp; paving of the access road looped from Fairgreen Street to Rickenbacker Drive and parking and vehicle access to the AOA; all required utility connections; and turfing of disturbed surfaces.	☒ Check if project performed with current firm	
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c. (1) TITLE AND LOCATION (City and State) Mitigate Hot Spot #3 – Reconfigure Apron Entrances South of Taxiway L, North Perry Airport, Broward County, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) N/A

(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE Project Engineer supporting the design and bidding phase engineering services for the Mitigate Hot Spot #3 – Reconfigure Apron Entrances South of Taxiway L project at North Perry Airport (HWO). This project was identified in the 2020 HWO Master Plan Update and includes the realignment of three (3) taxiway connectors from Taxiway L to the South Apron area. The realignment will address geometry and direct access issues and was deemed a Hot Spot by the Federal Aviation Administration. Work will include grading, pavement, and airfield electrical modifications.	☒ Check if project performed with current firm	
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d. (1) TITLE AND LOCATION (City and State) Aircraft Storage Hangars, Leesburg International Airport, Leesburg, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2020	CONSTRUCTION (If applicable) 2020

(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE Project Engineer - Provided cost estimating for design of two, 10,000-sf aircraft storage hangars as well as inspection during construction operations of the two hangars.	☐ Check if project performed with current firm	
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e. (1) TITLE AND LOCATION (City and State) Runway 13-31 Rehabilitation, Leesburg International Airport, Leesburg, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES N/A	CONSTRUCTION (If applicable) 2021

(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE Project Engineer - Provided construction inspection and resident engineering services for the 6-month rehabilitation of one 6,300 ft x 100 ft runway. The project also included paved shoulder rehabilitation and construction, lighting rehabilitation and runway grooving operations.	☐ Check if project performed with current firm	
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E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT*(Complete one Section E for each key person.)*

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Matthew Humphrey, PE	Drainage / Permitting Leader, Project Engineer	a. TOTAL	b. WITH CURRENT FIRM
		9	1
15. FIRM NAME AND LOCATION (City and State) AVCON, INC., 5555 E. Michigan Street, Suite 200, Orlando, FL 32822			
16. EDUCATION (Degree and Specialization) B.S. Civil Engineering, Georgia Institute of Technology		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) Professional Engineer, FL	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Matthew Humphrey, PE has nine years of experience as a Florida- and Pennsylvania-registered Professional Engineer (PE). He has been involved in a wide variety of projects, both field and office, and has significant experience in multiple aspects of civil engineering. His experience includes environmental remediation, stormwater management design, geotechnical engineering evaluation, site -civil engineering, and construction management/administration.			

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
a.	Stormwater Master Plan, Okeechobee County Airport, FL	Ongoing	N/A
	(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE Project Engineer - Responsibilities include Development of the SWMP report and conduct research, create exhibits/figures, complete drainage calculations (curve number, time of concentration, stage storage, and treatment volume), conceptual design of stormwater management systems, and modeling of existing and proposed conditions using ICPR v4.08 to support the development of the SWMP report.		
b.	Parking Lot Expansion and Access Road, Okeechobee County Airport, Okeechobee County, FL	Ongoing	N/A
	(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE Project Engineer involved the replacement and reconfiguration of the existing parking lot and hangar access road associated with the General Aviation terminal building. The design brought this road up to minimum design standards for a two-lane rural section.		
c.	Veterans Road Infrastructure, Leesburg International Airport, Leesburg, Florida	2023	N/A
	(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE Project Engineer for the planning, design, and bidding of the development of an undisturbed portion of airport property to prepare for private airport hangar developments. This project included site layout and planning, site grading and drainage improvements, utility installations to support commercial development, airfield and roadway pavement design and installations, security fencing, and permitting through the City of Leesburg, FDEP, and SJRWMD.		
d.	Aircraft Parking Apron Rehabilitation, Leesburg International Airport, Leesburg, FL	2022	2022
	(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE Project Engineer and Resident Engineer for the design, bidding, and construction of the rehabilitation of the main aircraft parking apron. This project also included reconfiguration of the ground movement patterns, reconfiguration of the apron parking and tie down layout to maximize available apron space while still conforming to FAA specifications and set back requirements, and stormwater permitting through SJRWMD.		
e.	Fuel Farm Rehabilitation, Leesburg International Airport, Leesburg, FL	2023	N/A
	(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE Project Engineer for the planning, design and bidding of the self-serve fuel farm rehabilitation project. This project included a study phase to compare rehabilitation versus relocation and installation of a new self-serve fueling area. This project also included site layout, paving, grading, drainage, airfield electrical, lighting and signage upgrades, airfield pavement markings, utility infrastructure upgrades and installations, addition of airplane wash racks, installation of new oil/water separators, civil site improvements to the fuel tank containment areas and improvements to the structural fuel tank supports.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Julie Sullivan	13. ROLE IN THIS CONTRACT Environmental Manager	14. YEARS EXPERIENCE a. TOTAL 24 b. WITH CURRENT FIRM 13	
15. FIRM NAME AND LOCATION (City and State) Environmental Science Associates (Orlando, Florida)			
16. EDUCATION (Degree and Specialization) M.S. Biology B.S. Zoology		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) FAA Qualified Airport Wildlife Biologist	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) A regulatory specialist with more than 24 years of professional experience, Julie is experienced in providing comprehensive National Environmental Policy Act (NEPA), wetland, listed species, mitigation, wildlife hazard, and permitting services for numerous airport clients. A former regulator, her relationships with regulatory agency staff facilitate expedited project review and approvals for her airport clients. Julie is actively engaged in the evolving regulatory climate and is heavily involved in ongoing policy updates, agency actions, and rulemaking. Julie has provided the full range of environmental services from planning through design, construction, and post-construction compliance for numerous airport projects. She has provided regulatory, wildlife and NEPA services for clients including Miami-Dade Aviation Department, St. Lucie County Airport, Greater Orlando Aviation Authority, and others. Julie is also an FAA Qualified Wildlife Biologist, having led or supported more than a dozen airport wildlife projects.			
19. RELEVANT PROJECTS			
a. (1) TITLE AND LOCATION (City and State) Lakeland Linder International Airport On-Call Environmental Services. Lakeland, FL	(2) YEAR COMPLETED PROFESSIONAL SERVICES Ongoing CONSTRUCTION (If applicable) n/a		
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm <i>Environmental Project Manager.</i> Julie provides comprehensive environmental services including wetland delineation, environmental resource permitting, listed species surveys and permitting, FAA coordination, Wildlife Hazard Assessment (WHA) services, permit compliance, mitigation planning and implementation, and NEPA compliance. She has managed the implementation, maintenance, and monitoring of wetland mitigation projects, the NEPA compliance for more than a dozen projects at LAL. Fee: \$800,000			
b. (1) TITLE AND LOCATION (City and State) Naples Airport Permitting and Environmental Support, Naples, FL	(2) YEAR COMPLETED PROFESSIONAL SERVICES Ongoing CONSTRUCTION (If applicable) n/a		
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm <i>Environmental.</i> Julie supports APF with regulatory permitting, NEPA compliance and mitigation services in support of a number of projects at the airport. Julie also led the environmental reviews and documentation required for the 2021 Airport Master Plan. Fee: \$1,500,000			
c. (1) TITLE AND LOCATION (City and State) Zephyr Hills Municipal Airport (ZPH) Runway Extension EA, Zephyrhills, FL	(2) YEAR COMPLETED PROFESSIONAL SERVICES 2020 CONSTRUCTION (If applicable) n/a		
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm <i>Project Manager.</i> ESA led the NEPA EA for a runway extension at ZPH. This project had significant political attention, support, and was fast-tracked for approval through the Federal Aviation Administration Orlando Airports District Office. Fee: \$125,000			
d. (1) TITLE AND LOCATION (City and State) North Palm Beach County General Aviation Airport (F45) Runway Extension. West Palm Beach, FL	(2) YEAR COMPLETED PROFESSIONAL SERVICES Ongoing CONSTRUCTION (If applicable) n/a		
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm <i>Project Manager.</i> North Palm Beach County General Aviation Airport (F45) Runway Extension, West Palm Beach, FL. Julie is leading the NEPA EA, agency coordination and permitting for a runway extension (to 6000 ft) at F45. An important reliever airport to Palm Beach International, F45 has sought to extend the runway for more than 20 years. Recent approval of an interlocal agreement with neighbouring communities has allowed the project to move forward. ESA successfully demonstrated the need and received approval of the project justification from the Orlando ADO. The EA includes the runway extension, a new air traffic control tower site, and various other airfield and roadway improvements. Fee: \$990,000			
e. (1) TITLE AND LOCATION (City and State) Airports Cooperative Research Program (ACRP), Transportation Research Board (TRB), National Academy of Sciences, Project 11-02 Task 21: "Innovative Airport Responses to Threatened / Endangered Species".	(2) YEAR COMPLETED PROFESSIONAL SERVICES 2018 CONSTRUCTION (If applicable) n/a		
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm <i>Principal Investigator.</i> ACRP research project for the development of a Primer to provide airport owners and operators with practical information specific to addressing federally listed species issues on or near airports. It is also intended to provide regulators, stakeholders, environmental groups, and the public with information on the unique challenges airports face in order to comply with potentially conflicting environmental and safety regulations. The Primer is available on the ACRP website. Fee: \$75,000			

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete on section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Richard E. Barnes, Jr., PSM	Senior Survey Project Manager	46	7

15. FIRM NAME AND LOCATION (City and State)
Bowman Consulting Group Ltd. (Stuart, FL)

16. EDUCATION (DEGREE AND SPECIALIZATION)	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
A.S. Land Surveying, Palm Beach State College (graduated with Presidential Honors)	Professional Surveyor & Mapper: Florida (#LS5173)

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)
Florida Surveying & Mapping Society (FSMS): Indian River Chapter National Society of Professional Surveyors (NSPS)

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
a.	Okeechobee County Airport, Runway 5-23 Rehabilitation Project (Okeechobee County, FL)	2023	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Sr. Survey Project Manager. Bowman prepared a topographic survey and performed subsurface utility engineering services (ASCE 38-02 Quality Level B utility investigation) for the runway 5-23 rehabilitation project. Bowman was a subconsultant to Avcon, Inc. on this project. Fees: \$14,285.00		
b.	Okeechobee County Airport, Parking Lot Expansion (Okeechobee County, FL)	2021	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Sr. Survey Project Manager. Bowman provided topographic surveying the design of parking and drainage improvements for the parking area and access road at the Okeechobee County Airport terminal. Bowman was a subconsultant to Avcon, Inc. on this project. Fees: \$26,267.58.		
c.	Martin County Airport, Parcel C (Martin County, FL)	2021	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Sr. Survey Project Manager. Completed a boundary survey of parcel "C" at the Martin County Airport to be included in lease documents. All changes in direction were monumented along with locating all of the improvements, utilities and drainage features. Fees: \$5,700.00.		
d.	Melbourne Orlando International Airport (Melbourne, FL)	2023	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Sr. Survey Project Manager. Bowman provided surveying services for an ALTA/NSPS Land Title boundary for the Seltair Facility at the Melbourne Orlando International Airport. All existing easements and encumbrances that affected the property were shown in the survey, and all permanent structures, movable structures, above ground utilities and drainage features and improvements were located and identified. The survey adhered to ALTA / Truist Bank Survey Requirements . Fees: \$23,710.00		
e.	NAVFAC Southeast - Jacksonville Naval Air Station, Runways 14-32 (Jacksonville, FL)	2020	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Sr. Survey Project Manager. Bowman provided surveying services for a topographic survey, wetland boundary survey and subsurface utility engineering (SUE) for the design of runway 14-32 clear and fill project at the US Naval Air Station in Jacksonville, Florida. Surveying included the locating of wetlands and preparation of legal descriptions and sketches for wetland areas. Additional topographic data was collected in the mitigation areas as directed by the design team. Fees: \$111,713.00.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Ivan Marciano, P.E.	13. ROLE IN THIS CONTRACT Geotechnical Engineer	14. YEARS EXPERIENCE <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">a. TOTAL 35</td> <td style="width: 50%; text-align: center;">b. WITH CURRENT FIRM 6</td> </tr> </table>		a. TOTAL 35	b. WITH CURRENT FIRM 6
a. TOTAL 35	b. WITH CURRENT FIRM 6				
15. FIRM NAME AND LOCATION (City and State) Cal-Tech Testing, Inc., Lake City, FL					
16. EDUCATION (Degree and Specialization) Bachelor and Master of Science in Civil Engineering		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) Florida P.E. 65550; Georgia P.E. 43588; USVI P.E. 0-42792-1B			
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) ASCE Member, FDOT Pile Driving and Drilled Shaft Inspection Certs., US Army Corps Construction Quality Management Cert.					

19. RELEVANT PROJECTS

a	(1) TITLE AND LOCATION (City and State) Runway 13-31 Rehabilitation Leesburg International Airport, Leesburg, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2021	CONSTRUCTION (If Applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Geotechnical Investigation and Construction Materials Testing Services - \$41,750.00 ROLE: Geotechnical Engineer		
b	(1) TITLE AND LOCATION (City and State) Hangar Complex Development Leesburg International Airport, Leesburg, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2021	CONSTRUCTION (If Applicable) N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Geotechnical Engineering Exploration - \$10,370.00 ROLE: Geotechnical Engineer		
c	(1) TITLE AND LOCATION (City and State) Fuel Farm Rehabilitation Leesburg International Airport, Leesburg, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2022	CONSTRUCTION (If Applicable) N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Geotechnical Engineering Exploration - \$5,375.00 ROLE: Geotechnical Engineer		
d	(1) TITLE AND LOCATION (City and State) New Hangar Complex Roadway & Taxiway Leesburg International Airport, Leesburg, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2023	CONSTRUCTION (If Applicable) N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Geotechnical Exploration, Coring and CBR Testing - More than \$,475.00 ROLE: Geotechnical Engineer		
e	(1) TITLE AND LOCATION (City and State) Taxiways A1, A3 & D Reconstruction and Taxiway A2 Relocation Leesburg International Airport, Leesburg, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2023	CONSTRUCTION (If Applicable) N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Geotechnical Engineering Exploration and Soil Filed Permeability Testing - \$13,636.50 ROLE: Geotechnical Engineer		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME James L. Moore, AIA, NCARB	13. ROLE IN THIS CONTRACT Principal / Project Manager	14. YEARS EXPERIENCE a. TOTAL 22 b. WITH CURRENT FIRM 5	
15. FIRM NAME AND LOCATION (City and State) KMA Design Group, LLC Winter Park, Florida			
16. EDUCATION (Degree and Specialization) Bachelor of Design, University of Florida 1999 Master's in Architecture, University of Florida 2001		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) Architecture: State of Florida, AR95890 Architecture: State of Georgia, RA016239	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) American Institute of Architects (AIA) National Council of Architectural Registration Boards (NCARB)			

19. RELEVANT PROJECTS

a. (1) TITLE AND LOCATION (City and State) Flagler Building 1000 Renovation Palm Coast, FL	(2) YEAR COMPLETED PROFESSIONAL SERVICES 2015 CONSTRUCTION (If applicable) 2015	
(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE ☐ Check if project performed with current firm <i>Project Manager.</i> The project consisted of the renovation of the existing men's and women's restroom areas within Building 1000 at the Flagler County Airport. The renovation reflected the addition of toilets, lavatories, showers, and lockers by reconfiguring these existing restroom spaces along with the existing spaces of vending, storage and a future office; all comprised of 2,000 square feet. Our scope of work also consisted of design and finishes for a 600 square foot recruiting office as well as painting 6,300 square feet of an existing corridor area. Total Cost: \$250,000		
b. (1) TITLE AND LOCATION (City and State) East Flagler Mosquito Control District Office & Hangar Palm Coast, FL	(2) YEAR COMPLETED PROFESSIONAL SERVICES 2014 CONSTRUCTION (If applicable) 2017	
(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE ☐ Check if project performed with current firm <i>Project Manager.</i> The goal for the East Flagler Mosquito Control District building was to combine both administration and operations within one new facility, located off the south entrance road, within the Flagler County Airport. The proposed Mosquito Control building was sited on 2.47 acres, just south of the taxiways. The new structure accommodated a 4,250 square foot administrative area and a 5,640 square foot pre-engineered metal building (PEMB) hangar and maintenance facility. The building's components were based on system performance, aesthetics, maintenance, safety, long-term durability as well as other specific requirements suggested by the design team and Owner. The building's design and centrally located reception area offers a vantage point where all visitors entering and exiting the facility can be monitored by staff. The reception area, offices, general work areas, conference room, library, IT room, break room and staff toilets were all placed on the front and perimeter of the building allowing staff easy access to visitors in the waiting areas as well as keeping their functions centrally located within the building. As part of the PEMB, a large 1,200 square foot maintenance area supporting the maintenance of helicopters also contains a restroom, shower, tool storage room and electrical room. Total Cost: \$1.8 Million.		
c. (1) TITLE AND LOCATION (City and State) U.S. Customs and Border Patrol Renovation, Leesburg, FL	(2) YEAR COMPLETED PROFESSIONAL SERVICES 2019 CONSTRUCTION (If applicable) 2021	
(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm <i>Project Manager.</i> The project consisted of a full interior spatial reconfiguration of approximately 1,800 SF within the US Customs and Border Patrol office/processing facility located at Leesburg International Airport (8807 Airport Boulevard) in Leesburg, Florida, 34788. To accommodate this renovation, the HVAC was replaced and sized to accommodate the new configuration (split system DX unit), new electrical receptacles and lighting systems were designed to accommodate the new space and new plumbing systems/fixtures were designed to tie into the existing plumbing infrastructure. The building did not have a fire sprinkler system serving it and these systems were not added. Total Cost: \$562,000		
d. (1) TITLE AND LOCATION (City and State) Umatilla Municipal Airport Terminal Building, Umatilla, FL	(2) YEAR COMPLETED PROFESSIONAL SERVICES 2021 CONSTRUCTION (If applicable) 2023	
(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm <i>Project Manager.</i> The project consisted of a brand-new terminal building of approximately 2,500 SF – 3,000 SF located at Umatilla Municipal Airport (480 Cassidy Street) in Umatilla, Florida, 32784. The building characteristics reflected 8" CMU, light gauge metal trusses/decking and both manufactured stone veneer and textured acrylic finish system with an extended porch the length of the building. Total Cost: \$1Million		
(1) TITLE AND LOCATION (City and State) Flagler Executive Airport Electrical Vault Building, Palm Coast, FL	(2) YEAR COMPLETED PROFESSIONAL SERVICES 2019 CONSTRUCTION (If applicable) 2021	
e. (1) TITLE AND LOCATION (City and State) ☒ Check if project performed with current firm <i>Project Manager.</i> The project consisted of a brand-new Electrical Vault Building of approximately 800 GSF - 900 GSF (20'D x 40'W w/added storage component) located adjacent to the control tower at Flagler Executive Airport (201 Airport Road) in Palm Coast, Florida. The building reflected a single-story CMU building with a concrete/singly-ply roof system. This building now houses centralized electrical switchgear and transformers for the various runways and site facilities for the airport. Additionally, electrical power systems were coordinated with the owner and site electrical engineer so that electrical switchgear is provided within the building to accommodate electrical connection needs. Total Cost: \$750,000		

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 1				
21. TITLE AND LOCATION: (City and State) Professional Engineering Services, Valkaria Airport	22. YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES</td> <td>CONSTRUCTION (If applicable)</td> </tr> <tr> <td>2014 - Ongoing</td> <td>Ongoing</td> </tr> </table>		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	2014 - Ongoing	Ongoing
PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)					
2014 - Ongoing	Ongoing					

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Brevard County	b. POINT OF CONTACT NAME Adam Hied, Airport Manager	c. POINT OF CONTACT TELEPHONE NUMBER 321.952.4590
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

AVCON has served as a Prime Consultant to Brevard County and the Valkaria Airport since 2014. Projects completed under this on-call continuing contract have included:

Taxiway A Improvements (2019-2022): The project involved the rehabilitation of asphalt pavements and the widening of Taxiway A and the existing taxiway connectors to Runway 14-32. In addition, two taxiways were relocated in accordance with recent changes to FAA standards. Taxiway A and each of the five connector taxiways are also receiving new Light Emitting Diode (LED) taxiway edge lights. Additional components of the project included new markings on Taxiway A and its connector Taxiways, drainage improvements, and new signage. The taxiway connectors are also being renamed to Taxiway A1 through Taxiway A5 from north to south on the airfield.



Runway 14-32 Rehabilitation (2016-2019): The objectives of the project were to extend the useful life of the existing pavements, update the pavement geometry, and enhance the safety of air operations at the airport. Another component of the project involved installing a complete FAA Medium Intensity Runway Lighting (MIRL) system using LED technology for Runway 14-32. In addition, a new electrical vault with new electrical service connection was constructed. Existing runway threshold lights on Runway 10-28 were located and connected to the new electrical vault. The lighting, marking and signage was also replaced/upgraded for the future non-precision approach.



Fuel Farm Upgrade (2014-2017): The existing fuel farm included three fuel tanks and dispensers in separate locations at the Valkaria Airport. The products included AVGAS, MOGAS, and Jet-A. This project consisted of the removal and replacement of the existing fuel dispensing equipment in order to provide fuel dispensing at a single location and upgrade dispensing equipment. Components of the project included new fuel pumps, dispensers, hose reels, static grounding reels, fuel piping, automated fuel management system, electrical, pavement removal, concrete paving, and all other ancillary construction.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME AVCON, INC.	(2) FIRM LOCATION (City and State) Orlando, FL	(3) ROLE Professional Engineering Services
b.	(1) FIRM NAME (ESA) Environmental Science Associates	(2) FIRM LOCATION (City and State) Orlando, FL	(3) ROLE Environmental Services
c.	(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 2				
21. TITLE AND LOCATION: (City and State) Professional Engineering & Planning Consulting Services, New Smyrna Beach Airport		22. YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES</td> <td>CONSTRUCTION (If applicable)</td> </tr> <tr> <td>2019 - Ongoing</td> <td>Ongoing</td> </tr> </table>	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	2019 - Ongoing	Ongoing
PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)					
2019 - Ongoing	Ongoing					
23. PROJECT OWNER'S INFORMATION						
a. PROJECT OWNER City of New Smyrna Beach	b. POINT OF CONTACT NAME Arvin Weese, Airport Manager	c. POINT OF CONTACT TELEPHONE NUMBER 386.410.2681				
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)						

AVCON has served as a Prime Consultant to the City of New Smyrna Beach and the New Smyrna Beach Municipal Airport since 2019 providing planning, design, bidding support and construction administration and inspection services. Projects have included:

Runway 7/25 RSA Study (2019): AVCON reviewed the options proposed by the Master Plan for Runway 7/25, determined if any other alternatives were available, and what the viability of those alternatives would be. Tasks included reviewing current documents previously developed such as the Master Plan and FDOT Inspection Report; reviewing existing and currently proposed declared distances; researching the published take-off and landing distances of the aircraft of tenants currently using the Runway; researching typical aviation insurance policies; researching the leases of the tenants located at the ends of and along either side of Runway 7/25; researching the nature of the wetlands located to the west of Sunset Drive; developing up to Six Alternatives; and providing Order of Magnitude cost estimates for each proposed alternative.



Hangar F Rehabilitation (Ongoing): Services included a site visit to gather information regarding deficiencies, preparation of structural repair documents and cost estimate, bid phase support, and construction administration including structural shop drawing review, responding to RFIs, and site visits to observe construction progress.



Taxiway B Reconstruction and Runway 7-25 Pavement Removal (2023-Ongoing): This project consists of the design and bidding of the Taxiway B Reconstruction and Runway 7-25 pavement removal project, which generally includes the removal of pavement from both the Runway 7 and 25 ends to correct runway obstacle free zone (ROFZ) violations, realignment of Taxiway B connectors at both runway ends, reconstruction and geometry corrections of Taxiway B east of Runway 11-29, and rehabilitation and geometry corrections of Taxiway B west of Runway 11-29. Also included in this project is the removal of portions of existing abandoned airfield pavements, modifications and upgrades to existing airfield lighting and signage, new pavement markings, associated grading and drainage improvements for Taxiway A, and stormwater permitting through SJRWMD.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME AVCON, INC.	(2) FIRM LOCATION (City and State) Orlando, FL	(3) ROLE Professional Engineering Services
b.	(1) FIRM NAME Cal-Tech Testing, Inc.	(2) FIRM LOCATION (City and State) Jacksonville, FL	(3) ROLE Geotechnical Engineering and Materials Testing
c.	(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 3				
21. TITLE AND LOCATION: (City and State) Airport General Consultant, Kissimmee Gateway Airport		22. YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES</td> <td>CONSTRUCTION (If applicable)</td> </tr> <tr> <td>2008 - Ongoing</td> <td>Ongoing</td> </tr> </table>	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	2008 - Ongoing	Ongoing
PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)					
2008 - Ongoing	Ongoing					

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER City of Kissimmee	b. POINT OF CONTACT NAME Shaun Germolus, AAE, Director of Aviation	c. POINT OF CONTACT TELEPHONE NUMBER 407.847.4600
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

AVCON has served as a Prime Consultant to the City of Kissimmee and the Kissimmee Gateway Airport since 2008. Samples of projects completed under this continuing contract have included:

New Electrical Vault (2014-2015 Design, 2018-2022 Construction): AVCON was responsible for the design of the building electrical/lighting and sizing of vault equipment and ALCS system. AVCON also provided an electrical site plan to indicate the power services lines, transformer pad locations, generator housing, control cable (hardware or fiber optic), airfield homeruns, etc. Some specific elements of the project included: electrical service for the airfield lighting vault which powers both the vault and ATCT; energy efficient LED lighting throughout the facility; grounding/lightning protection including a complete UL master label lightning protection system; a complete, addressable fire alarm and mass notification system; and a L-890 Airfield Lighting Control and Monitoring System (ALCMS) to monitor and control the constant current regulators, airport beacon, utility power and generator power systems.

Taxiway E Extension (24 End) (2016-2023): This project consisted of the construction of Taxiway Echo pavement and run-up area, adjacent compass rose, edge lighting, grading, marking, and relocation of navigational aids. The project also included a medium intensity taxiway lighting system, upgrading the system's constant current regulator, vault work, cable and duct markers, junction bases, ground rods, and other electrical items necessary to meet FAA standards. Work included removal of one or more existing hangar buildings and foundations, associated apron pavements, underground utilities, tanks, and other facilities which obstructed the proposed alignment and construction of the Taxiway Echo improvements.

Secondary Weather Sensor ATCT MEL- AWOS A/I – Design/Build (2020-2023): This project comprises preparation of a design/build performance criteria package. Services include locating the Auxiliary Weather Sensor on the Airport and updating the ALP; formulating performance specifications for the AWOS components; preparing plans, details, contract documents, and specifications project manual for bidding to contractors; submitting FAA 7460-1 and Site Location plans for permission from FAA to build the AWOS; and complete bid phase services.

Master Plan and ALP Update (2021-Ongoing): The last Master Plan update for this reliever airport to Orlando International Airport was completed in 2004, and many changes have occurred on the airport since then. This Master Plan Update will document the changes that have occurred in the last 17 years, including full-length parallel taxiways on both runways, a new airport administration building, the straightening and widening of Hoagland Boulevard to the west, and the new Martin Luther King Boulevard and round-about to the north. Most importantly, this Master Plan Update will provide planning to an airport welcoming Cirrus Aircraft sales and service center and several related clients to the airport. The golf course that previously occupied the southern quadrant of the airport has now closed. This master plan will provide planning to include the resulting parcel into aviation-related and industrial park facilities that can serve the airport and the City of Kissimmee well into the future.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME AVCON, INC.	(2) FIRM LOCATION (City and State) Orlando, FL	(3) ROLE Professional Engineering Services
b.	(1) FIRM NAME (ESA) Environmental Science Associates	(2) FIRM LOCATION (City and State) Orlando, FL	(3) ROLE Environmental Services
c.	(1) FIRM NAME Cal-Tech Testing, Inc.	(2) FIRM LOCATION (City and State) Jacksonville, FL	(3) ROLE Geotechnical Engineering and Materials Testing

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 4				
21. TITLE AND LOCATION: (City and State) Professional Engineering Services, Deland Municipal Airport		22. YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES</td> <td>CONSTRUCTION (If applicable)</td> </tr> <tr> <td>2019 - Ongoing</td> <td>Ongoing</td> </tr> </table>	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	2019 - Ongoing	Ongoing
PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)					
2019 - Ongoing	Ongoing					

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER City of Deland	b. POINT OF CONTACT NAME John Eiff, Airport Manager	c. POINT OF CONTACT TELEPHONE NUMBER 386.626.7243
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

AVCON has served as a Prime Consultant to the City of DeLand and the DeLand Municipal Airport since 2019 providing planning, design, bidding support and construction administration and inspection services. Projects have included:

West Apron Rehabilitation (2020-Ongoing): The project consists of rehabilitating most of the existing West Apron area (approximately 46,000 SY in size) that was originally constructed as Runway 18-36 in 1942 for the US Navy. This runway was decommissioned after World War II, and the pavement was converted for use as an apron and taxilanes for general aviation aircraft. The rehabilitation includes removing the entire old asphalt surface course (via milling), milling approximately 2" of the existing lime rock base, and then scarifying fine grading, and recompacting the remaining lime rock base to enhance drainage and accommodate the minimum bituminous pavement section layers and thickness required by the FAA for aircraft weighing less than 60,000 lbs.

Wildlife Hazard Management Plan (WHMP) (2021-2022): The WHMP was initiated to alleviate potential risks of wildlife strikes within and adjacent to the Air Operations Area (AOA) at DED. This WHMP follows the protocols outlined in 14 CFR Part 139.337 and Advisory Circular (AC) 150/5200-38. The WHMP incorporates DED's Wildlife Hazard Assessment (WHA) (2016) recommendations; a list of DED staff responsible for implementing the WHMP; a prioritized list of activities and projects; applicable local, state and federal regulations; DED resources available for wildlife hazard abatement; procedure for annual review of the WHMP; and requirements for annual WHMP training. In addition, the WHMP addresses the management of species not originally observed during the WHA.

Fuel Farm (2020-2022): This project comprised the construction of a new fuel storage facility with self-service fuel dispensers and meters. The new facility is located at the southwest end of the new Terminal apron and consists of one 12,000-gallon Jet A Tank, one 12,000-gallon AvGas Tank, and one 10,000-gallon MoGas (Swift Fuel) Tank with a self-service fueling terminal with retail certified fuel meters for each fuel type. In addition, a Spill Prevention Control and Counter Measures (SPCC) Plan with Mandatory Training was completed.

Hangars (2020-2022): The project consisted of design and bidding phase services for 3 Box Hangar buildings and one T-Hangar building. AVCON optimized the available space to fit the largest T-hangar building based upon the City's decision to build "stacked" or "nested" T-hangars. The project also comprised all the necessary drainage and utility connections to serve each new hangar building, including connector access drives to each hangar unit; hangar area lighting; utilities (water, sewer connections); coordination with Duke Energy on electrical service for the entire site; security fence and gate(s); Box Hangar Buildings comprising Pre-engineered Metal Buildings (PEMB), one restroom for each building, electrical power service, hydraulic cantilever door system, overhead lighting / electrical outlets, gutters, and downspouts connected to the storm drain system, and insulation; and T-hangar Building comprising Pre-engineered Metal Buildings (PEMB), one restroom at the end of the building, electrical power service, non-motorized sliding doors on tracks, single LED tube light in each unit, 3 power outlets in each hangar unit, and gutters and downspouts connected to the storm drain system.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME AVCON, INC.	(2) FIRM LOCATION (City and State) Orlando, FL	(3) ROLE Professional Engineering Services
b.	(1) FIRM NAME Cal-Tech Testing, Inc.	(2) FIRM LOCATION (City and State) Jacksonville, FL	(3) ROLE Geotechnical Engineering and Materials Testing
c.	(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 5				
21. TITLE AND LOCATION: (City and State) Consulting Engineering Services, Okeechobee County Airport		22. YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES</td> <td>CONSTRUCTION (If applicable)</td> </tr> <tr> <td>2005 - Ongoing</td> <td>Ongoing</td> </tr> </table>	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	2005 - Ongoing	Ongoing
PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)					
2005 - Ongoing	Ongoing					

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Okeechobee County	b. POINT OF CONTACT NAME John Hurst, Airport Manager	c. POINT OF CONTACT TELEPHONE NUMBER 863.467.5505
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

AVCON has served as a Prime Consultant to Okeechobee County and the Okeechobee County Airport since 2005 providing planning, design, bidding support, and construction administration and inspection services. Projects have included:

Parking Lot Expansion and Access Road (2022-Ongoing): This project involved the replacement and reconfiguration of the existing parking lot and hangar access road associated with the General Aviation terminal building. The parking was reconfigured and expanded to accommodate 98 parking spaces. Stormwater drainage facilities were modified to accommodate the additional pavement area. AOA fencing was also modified to accommodate the expanded parking lot. The existing road connecting the terminal parking lot to the end of Taxiway A provides access to the aviation-use parcels along Taxiway A. This existing road was roughly 12-15' wide, in poor shape, with areas of deteriorating asphalt pavement or gravel. The design brought this road up to minimum design standards for a two-lane rural section.

Stormwater Master Plan (2023-Ongoing): Tasks include evaluation of wetland/water bodies, determining normal stages for outfalls, calculating existing pervious/impervious areas by quadrant, calculating water quality volumes for proposed projects, evaluating restricted areas for wet ponds, calculating flood plain fill volumes for individual projects, and performing preliminary design for regional ponds.

Master Plan Update (2017-2021): This AMPU was prepared to provide long-range airport improvement strategies to respond to the projected future demand for aviation and aviation-related services at the airport. The study considered future Airport improvements for the 20-year period of 2017 to 2036. The Master Plan process identified the existing facilities and their condition as well as current and future aviation activity demands. Facility requirements were also developed to meet the aviation activity demands.



Runway 5-23 Rehabilitation (2020-2022): The purpose of this rehabilitation was to extend the useful life of the runway and taxiway pavement and to enhance the safety of operations at OBE. The project comprised three main tasks: 1) Pavement Rehabilitation of Runway 5-23 and Taxiway D, including minimum 50' tie-ins at crossing runways/taxiways for grade compliance and Non-Precision Instrument Marking; 2) New LED MRL System; and 3) New LED PAPI system for Runways 5 and 23.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME AVCON, INC.	(2) FIRM LOCATION (City and State) Orlando, FL	(3) ROLE Professional Engineering Services
b.	(1) FIRM NAME Bowman Consulting Group Ltd.	(2) FIRM LOCATION (City and State) Stuart, FL	(3) ROLE Surveying Services
c.	(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 6				
21. TITLE AND LOCATION: (City and State) General Consulting Services, Space Coast Regional Airport, Merritt Island Airport, And Arthur Dunn Airport		22. YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES</td> <td>CONSTRUCTION (If applicable)</td> </tr> <tr> <td>2018 - Ongoing</td> <td>Ongoing</td> </tr> </table>	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	2018 - Ongoing	Ongoing
PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)					
2018 - Ongoing	Ongoing					

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Titusville-Cocoa Airport Authority	b. POINT OF CONTACT NAME Kevin Daugherty, AAE, Director of Airports	c. POINT OF CONTACT TELEPHONE NUMBER 321.267.8780 x 203
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

AVCON has been providing general consulting services to the Titusville Airport Authority and its airports since 2018. Projects completed under this general consulting services contract have included:

Runway 18-36 Rehabilitation (TIX) (2023-Ongoing): The objectives of this project are to extend the useful life of the runway pavement and enhance the safety of air operations at TIX. The blast pads are being rehabilitated and airfield lighting adjustments are anticipated with the pavement rehabilitation. New regulatory markings will be provided for all new pavement surfaces and the runway will be grooved upon completion of the project. The project also includes the rehabilitation of the portion of Runway 9-27 at the intersection of Runway 18-36. The Runway 9-27 mainline pavement and paved shoulders will also be addressed along with the airfield lighting and signage at the intersection. The project requires extensive coordination with the Airport Authority staff and Airport Stakeholders as the design of this project progresses.



PAPI Replacement (X21) (2019-2022): The main component of the project comprised construction of new PAPI-2 units and electrical infrastructure on both ends of Runway 15-33. The existing PAPI-2 units were demolished. This project also included an Obstacle Clearance Surface (OCS) and Light Signal Clearance Surface (LSCS) survey and penetration analysis. An FAA flight check was required at the completion of the installation. Additional work included improvements to the existing electrical vault to accommodate the new PAPI-2 units and earthwork and grading around the existing and proposed PAPI-2 locations. The vault roof was also replaced in this project.

Fuel Farm Relocation (TIX) (2022-Ongoing): This project includes the development of a Design Criteria package to enable the bidding and construction of an Airport Fuel Farm Facility. The fuel farm consists of one Jet A Tank and one Avgas Tank and the scope of work includes assisting the airport with locating the facility and sizing the tanks. In addition, a Spill Prevention Control and Counter Measures (SPCC) Plan with Mandatory Training is being completed.

Air Traffic Control Tower (TIX) (2022-Ongoing): This project comprises a new Air Traffic Control Tower (ATCT) and associated site work including extending airfield lighting control and associated utilities to the new ATCT; addressing vehicular access, parking, security fencing, and drainage; minor modifications to the airfield lighting vault; and design of utilities such as water, sewer, electric, fire protection, and communications.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME AVCON, INC.	(2) FIRM LOCATION (City and State) Orlando, FL	(3) ROLE Professional Engineering Services
b.	(1) FIRM NAME Cal-Tech Testing, Inc.	(2) FIRM LOCATION (City and State) Jacksonville, FL	(3) ROLE Geotechnical Engineering and Materials Testing
c.	(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 7				
21. TITLE AND LOCATION: (City and State) Wauchula Municipal Airport	22. YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES</td> <td>CONSTRUCTION (If applicable)</td> </tr> <tr> <td>1996 - Ongoing</td> <td>Ongoing</td> </tr> </table>		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	1996 - Ongoing	Ongoing
PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)					
1996 - Ongoing	Ongoing					

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Wauchula Municipal Airport	b. POINT OF CONTACT NAME Olivia Minshew, Interim City Manager	c. POINT OF CONTACT TELEPHONE NUMBER 863.773.9193
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

The following ten (10) contracts are currently held by AVCON and detail our firm's similar experience providing continuing services for airport projects within the last five (5) years.

Taxiway A Rehabilitation (2018-On-Going): This project addresses areas identified by the FDOT in 2017 as falling well below the minimum taxiway Pavement Condition Index (PCI) required for service of 65. The PCI had dropped below a rating of 57, and the FAA identified two areas of concern regarding directly connected taxiway connections from apron areas to Runway 18-36, as part of the Runway Incursion Mitigation program (RIM). The project will also rehabilitate the poor condition of the existing taxiway electrical system, which is directly buried and malfunctioning, the 30+-year-old airfield lighting vault, and the lack of any taxiway guidance or mandatory hold signs. Services include a new electrical vault, stormwater, and environmental review and permitting, FAA grant application assistance, and DBE goal and methodology updates

Rehabilitate, Mark, and Light Runway 18-36, PAPI-4, and Obstruction Removal (2016-2019): The project had one main component which was to rehabilitate the existing Runway 18-36. Also included in the project were standard blast pad design provisions on both runway ends, Medium Intensity Runway Light (MIRL) rehabilitation, REIL units, airfield lighting vault study and necessary modifications, navigational aids (PAPI-4) analysis and design to consider LED technology, temporary and permanent runway marking design, storm-water and environmental review design, and obstruction clearing in both approaches per the latest AMPU



Extend Hangar Access Road and Modify Retention Ponds (2014-2016): The project consisted of constructing approximately 1700 linear feet of main access roadway between the airport's entrance road (Maurice "Sonny" Clavel Road), and the existing access stub road. This component also included painted surface markings, turfing around the perimeter of new construction, and associated drainage to convey runoff via pipes and swales to the wet detention ponds. The purpose of this project was to provide aircraft access and staging for proposed airside T-hangars and corporate hangars to the east, and future landside commercial/industrial lots to the west. A part of the project included the addition of two new automatic roll gates and three new gate lighting poles for secured airside access

Airport Security Fencing (2011-2016): This project included the construction of a six (6) foot FAA specification F-162 Chain Link Fence (FDOT Type B) with one foot of barbed wire along the perimeter of the airport property, including one automatic roll gate, with keypad pedestal, exit detection loop, and pipe bollards; one double swing gate for maintenance access; and Wildlife Hazard Deterrent underground fencing. The work included the demolition of the existing fence and the placement of the new fence on the airport property line including the placement of the proper gates on all access points. Electrical work included the installation of one auto roll gate with all the necessary equipment, including vehicle detection loops and a sliding driver.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME AVCON, INC.	(2) FIRM LOCATION (City and State) Orlando, FL	(3) ROLE Professional Consulting Services
b.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c.	(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 8				
21. TITLE AND LOCATION: (City and State) Engineering Services, Martin County Airport/ Witham Field, Stuart, FL		22. YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES</td> <td>CONSTRUCTION (If applicable)</td> </tr> <tr> <td>2011 - Ongoing</td> <td>Ongoing</td> </tr> </table>	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	2011 - Ongoing	Ongoing
PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)					
2011 - Ongoing	Ongoing					

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Martin County	b. POINT OF CONTACT NAME Andrew McBean, Operations Manager	c. POINT OF CONTACT TELEPHONE NUMBER 772.221.2374
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

AVCON has served as a Prime Consultant to Martin County / Martin County Airport at Witham Field since 2011. The projects completed under this on-call, engineering services contract include:

Rehabilitate Electrical Vault and Airfield Signage (2011-2013): Removal and replacement of Mandatory Hold Signs, Taxiway Guidance Signs, and Electrical Vault Equipment on the entire Airport (all Runways and Taxiways).

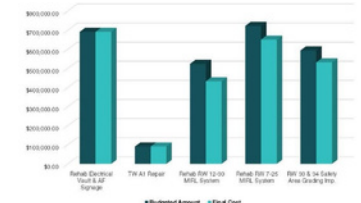
Taxiway A1 Repair (2011-2012): Repair of a 150' x 50' section of Taxiway A1 that had become a hazard to taxiing aircraft. The area of concern was a danger to taxiing aircraft due to the uneven pavement and Foreign Object Debris created.

Rehabilitate Runway 12-30 MIRL System (2013-2016): Rehabilitation of Runway 12-30 Medium Intensity Runway Lighting (MIRL) System. The project also included a study of the Electrical Vault and an assessment report of the regulators and other equipment, as well as New Runway End Identifier Light units.

Rehabilitate Runway 7-25 MIRL System (2014-2016): Rehabilitating a complete FAA Medium Intensity Runway Lighting (MIRL) system using Light Emitting Diode (LED) technology, new supplemental lighted wind cones, and new constant current regulators with associated vault work. The project also included a bid alternate for marking the runway.

Runway 30 & 34 Safety Area Grading Improvements (2016-2020): Improved the drainage characteristics of the existing Runway 30 and Runway 34 safety areas by re-grading existing areas which were ponding due to localized low spots (bird-baths).

Project	Budgeted Amount	Final Cost
Rehab Electrical Vault & AF Signage	\$690,754.50	\$690,754.50
TW A1 Repair	\$90,476.75	\$90,476.75
Rehab RW 12-30 MIRL System	\$523,725.00	\$432,258.50
Rehab RW 7-25 MIRL System	\$722,292.50	\$650,346.04
RW 30 & 34 Safety Area Grading Imp.	\$593,748.60	\$531,504.60



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME AVCON, INC.	(2) FIRM LOCATION (City and State) Orlando, FL	(3) ROLE Professional Engineering Services
b.	(1) FIRM NAME Cal-Tech Testing, Inc.	(2) FIRM LOCATION (City and State) Jacksonville, FL	(3) ROLE Geotechnical Engineering and Materials Testing
c.	(1) FIRM NAME Bowman Consulting Group Ltd.	(2) FIRM LOCATION (City and State) Stuart, FL	(3) ROLE Surveying Services

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 9				
21. TITLE AND LOCATION: (City and State) General Engineering Consulting Services, Sebring Regional Airport, Sebring, FL	22. YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES</td> <td>CONSTRUCTION (If applicable)</td> </tr> <tr> <td>2008 - Ongoing</td> <td>Ongoing</td> </tr> </table>		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	2008 - Ongoing	Ongoing
PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)					
2008 - Ongoing	Ongoing					

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Sebring Airport Authority	b. POINT OF CONTACT NAME Mike Willingham	c. POINT OF CONTACT TELEPHONE NUMBER 863.314.1300
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Since 2008, AVCON has served as General Engineering Consultant (GEC) to the Sebring Airport Authority, providing comprehensive airport planning, engineering, and construction services. The scope of services under this airport GEC contract consists of general consulting, funding procurement, and grant administration, planning and programming, engineering design, master planning, permitting, land surveying, construction management and inspection, and program management for SEF's planning and development projects. Among the tasks undertaken for the Airport within the last 3 years are the following:

Terminal Apron Rehabilitation – Construction Management and Inspection (2018-2020): This project involves an \$8M rehabilitation/reconstruction of the Terminal Apron and associated infrastructure. The existing concrete pavement, originally constructed in 1943 for the Army, had exceeded its design life and was showing significant pavement distresses. With the increase in corporate jet traffic and the possibility of larger aircraft utilizing the airport for maintenance, it was decided that the terminal apron should be reconstructed using a concrete pavement section. To meet FAA safety requirements, Taxiway connectors A2 and A3 were relocated to eliminate a direct connection from the runway to the apron. The relocation of these taxiway connectors involved grading, asphalt paving, and adjustments to the taxiway edge lights and signage. Construction began on February 4, 2019, and is scheduled to be completed in March 2020.



Hurricane Irma Damage Assessments (2017-2018): On September 10, 2017, Hurricane Irma hit Sebring Regional Airport, causing approximately \$7M in damages. Once the storm had cleared and the roads were open, an AVCON response team comprised of civil and structural engineers arrived onsite and spent two days inspecting buildings, stormwater infrastructure, and perimeter security fencing. Based on the site assessment, repair and reconstruction recommendations were provided, which included cost estimates and other details needed for FEMA and insurance reimbursement. Some of the repairs that were recommended and implemented included; Terminal Building roof replacement, Building 60 roof replacement, Building 104 roof replacement, T-hangar door repairs, Building 103 reconstruction, Building 33 reconstruction, perimeter security fencing repair and replacement, drainage canal dredging.

Building 33, 60, and 103 Replacement and Repairs (2017-2020): These building projects are all related to Hurricane Irma damage sustained in 2017. The damage resulted in the demolition and replacement of a corporate hangar (Building 33), the installation of a new foam roofing system and associated repairs to the historic Army Air Corps hangar (Building 60), and the demolition and replacement of a 5-bay commercial hangar (Building 103). AVCON was tasked with managing the construction of all three building projects simultaneously, which included two different engineering firms and two different contractors. Serving as the SAA authorized representative, AVCON coordinated shop drawings submittal reviews, responded to RFI's, reviewed pay requests, and participated in inspections with the design engineers. Buildings 33 and 60 were completed before the 2019 holiday season, and Building 103 was completed in February 2020.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME AVCON, INC.	(2) FIRM LOCATION (City and State) Orlando, FL	(3) ROLE Professional Engineering Services
b.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c.	(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 10				
21. TITLE AND LOCATION: (City and State) Lakeland Linder International Airport (LAL) On-Call Support Lakeland, Florida		22. YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES</td> <td>CONSTRUCTION (If applicable)</td> </tr> <tr> <td>Ongoing</td> <td>N/A</td> </tr> </table>	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	Ongoing	N/A
PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)					
Ongoing	N/A					

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER City of Lakeland	b. POINT OF CONTACT NAME Kris Hallstrand, Airport Director	c. POINT OF CONTACT TELEPHONE NUMBER 863.834.3298
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

ESA is responsible for comprehensive environmental services for the City of Lakeland through a Continuing General Consultant contract at the Lakeland Linder International Airport (LAL). ESA completed the EA, permitting, and relocation of 125 gopher tortoises for the relocation of the airport's previous 50-foot-tall contract tower to the new 145-foot tower. ESA worked closely with permitting agencies to eliminate the need for mitigation.

ESA completed a Wildlife Hazard Assessment (WHA) for the airport in 2013 and developed the Wildlife Hazard Management Plan (WHMP) for inclusion in the airport's Part 139 certification. The FAA approved the WHMP in 2014 and ESA then conducted the Wildlife Hazard Management Training for required staff at LAL. Since the development of the WHMP, ESA has conducted LAL's Part 139 compliance wildlife training and WHMP update annually. ESA also supports the wildlife management program at LAL as needed.

In addition to the ATCT EA, ESA has completed several of other NEPA and regulatory compliance projects at LAL over the past 5 years including an ILS relocation and upgrade, an environmental assessment (EA), and permitting for the Amazon Air cargo Phase I development, a CatEx for a new Maintenance, Repair, and Overhaul (MRO) complex and other projects including:

- EA for a 30-acre solar farm
- CatEx for a new turf runway (improvements to a limited-use facility)
- CatEx for airfield (taxiways) improvements
- Line of site wetland clearing
- Onsite mitigation design and permitting

With mitigation limited in the area of the airport, innovative mitigation strategies are requisite. ESA manages the implementation, maintenance, monitoring, and reporting for two onsite wetland creation areas, providing all compliance and land management services. As new projects are proposed, ESA works with agencies and other stakeholders to implement cost-effective and sustainable mitigation strategies for the airport.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME (ESA) Environmental Science Associates	(2) FIRM LOCATION (City and State) Orlando and Tampa, Florida	(3) ROLE Prime
b.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Examples Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10
Jack Thompson, CM, LEED AP	Principal-in-Charge	☐	☒	☒	☒	☒	☒	☐	☒	☒	☐
Daniel Nickols, PE	Project Manager	☐	☒	☐	☒	☒	☒	☐	☒	☐	☐
Robert Hambrecht, PE	Construction Manager	☒	☒	☐	☐	☒	☒	☐	☐	☒	☐
Ryan Lenda, CM	Planning Manager	☐	☐	☒	☒	☐	☐	☐	☐	☒	☐
Mark Goodacre, ACE	Senior Electrical Designer	☒	☐	☒	☒	☒	☒	☐	☒	☒	☐
Alex Broger, PE	Project Engineer	☐	☒	☐	☒	☒	☒	☐	☒	☐	☐
Matthew Humphrey, PE	Senior Project Engineer	☐	☒	☐	☐	☒	☐	☐	☒	☐	☐
Julie Sullivan	Environmental Manager	☒	☒	☐	☐	☐	☐	☐	☐	☐	☒
Richard E. Barnes, Jr., PSM	Senior Survey Project Manager	☐	☐	☐	☐	☒	☐	☐	☒	☐	☐
Ivan Marcano, P.E	Geotechnical Engineer	☒	☐	☒	☐	☐	☒	☐	☒	☐	☐
James L. Moore, AIA, NCARB	Architect	☐	☒	☒	☒	☐	☒	☐	☒	☐	☐
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29. EXAMPLE PROJECTS KEY

NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)	NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)
1	Professional Engineering Services, Valkaria Airport	6	General Consulting Services, Space Coast Regional Airport, Merritt Island Airport, And Arthur Dunn Airport
2	Professional Engineering & Planning Consulting Services, New Smyrna Beach Airport	7	Wauchula Municipal Airport
3	Airport General Consultant, Kissimmee Gateway Airport	8	Engineering Services, Martin County Airport/ Witham Field, Stuart, FL
4	Professional Engineering Services, Deland Municipal Airport	9	General Engineering Consulting Services, Sebring Regional Airport, Sebring, FL
5	Consulting Engineering Services, Okeechobee County Airport, FL	10	Lakeland Linder International Airport (LAL) On-Call Support, Lakeland, Florida

H. ADDITIONAL INFORMATION

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

Project Name	Design Contract	Construction Contract	Construction Days	Notes
ISM New Electrical Vault	Original: \$422,362 Final: \$491,344	Original: \$2,972,000 Final: \$3,269,109	Original: 150 Actual: 216	Project was bid prior to receiving City permits at the request of Airport and FAA, due to timing of FAA funding availability. Two Change Orders were issued for time and additional services due to permit reviews.
ISM Taxiway E Extension (24 End)	Original: \$270,000 Final: \$658,752	Original: \$5,335,040 Final: \$5,335,040	Original: 150 Actual: 142	Project completed ahead of schedule and on budget.
ISM Secondary Weather Sensor ATCT MEL – AWOS-I	Original: \$79,000 Final: \$79,000	Original: \$311,000 Final: \$311,000	Original: 120 Actual: 90	Project completed ahead of schedule and on budget.
DED Hangars	Original: \$135,110* Final: \$135,110*	Original: \$2,620,022 Final: \$3,846,309	Original: 360 Actual: 505	Project is ongoing, Airport included an additional t-hangar by change order after original contract award.
X21 PAPI Replacement	Original: \$70,220 Final: \$50,220	Original: \$241,400 Final: \$234,890	Original: 90 Actual: 90	Project completed on schedule and under budget.
X59 Taxiway A Improvements	Original: \$642,580 Final: \$448,813	Original: \$2,453,858 Final: \$2,659,017	Original: 241 Actual: 266	Delays in project due to weather (hurricanes) and owner directed changes to the project during construction.
OBE Obstruction Surveys and Clearing	Original: \$141,810 Final: \$141,810	Original: \$118,669 Final: \$140,910	Original: 150 Actual: 150	Project start was delayed to coincide with runway construction.

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE



32. DATE

11/28/2023

33. NAME AND TITLE

Jack Thompson, PE, Principal-in-Charge

H. ADDITIONAL INFORMATION

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

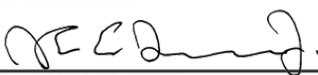
Project Name	Design Contract	Construction Contract	Construction Days	Notes
OBE Runway 5-23 Rehabilitation	Original: \$246,654* Final: \$246,654*	Original: \$3,574,334 Final: \$3,572,334	Original: 120 Actual: 120	Project completed on schedule and budget.
CHN Runway 18-36 Rehabilitation	Original: \$224,000 Final: \$261,183	Original: \$2,236,675 Final: \$1,897,587.53	Original: 150 Actual: 152	Project completed just over schedule and well under budget. Liquidated damages for 2 days were charged for going over 60 day max runway shut down period.
SUA Rehabilitate Runway 12-30 MIRL System	Original: \$91,500 Final: \$50,000	Original: \$465,225 Final: \$373,758.5	Original: 90 Actual: 67	Project completed on schedule and budget.
SUA Rehabilitate Runway 7-25 MIRL System	Original: \$70,450 Final: \$58,500	Original: \$663,792.5 Final: \$591,846.04	Original: 75 Actual: 75	Project completed on schedule and budget.
SUA Runway 30 & 34 Safety Area Grading Improvements	Original: \$50,000 Final: \$89,000	Original: \$593,748 Final: \$531,504	Original: 100 Actual: 95	Project completed under budget; 2 weeks of rain delay were granted at the beginning of the project.

* Design only

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE



32. DATE

11/28/2023

33. NAME AND TITLE

Jack Thompson, PE, Principal-in-Charge

Experience with the FAA and FDOT

AVCON has enjoyed great success with the FAA and FDOT regarding planning, grant eligibility, discretionary funding pursuits, design, construction, and administrative tasks to support both major and minor airport programs. Identification of the best eligibility mechanism to maximize a project's priority with funding agencies is key to competing for funding from the various agencies. All of these relationships are key considerations in achieving the best response from the FAA and FDOT relative to coordination, approval, and funding of projects anticipated at the Airport.

Knowledge of FAA and FDOT Policies and Processes: AVCON's knowledge of current FAA and FDOT policies and processes not only ensures that an eligible funding program is identified for proposed airport improvements but also ensures regulatory compliance in each airport project. With each of the FAA and FDOT programs comes grant assurances (guidelines and regulations). AVCON's knowledge of the requirements of the grant administration processes will save the airport time and resources. The majority of these processes include regular reporting and submittals at specific milestones. The sequence and format of these submittals are second nature to AVCON and are often completed prior to being requested. AVCON subscribes to "FAA Pages," a web-based subscription to Press Releases, Recent Rulemaking Documents, AC updates, and more, which allows AVCON to remain well-informed and up-to-date with the latest information published by the FAA.

With the Airport's concurrence, AVCON also proposes to hold a workshop jointly with the funding agencies on at least an annual basis to review each year's grants and projects and provide a synopsis of the previous and upcoming year's grant applications. Based on these past experiences, AVCON has an excellent understanding of maintaining a competitive advantage for the Airport in relation to other airports seeking both State and Federal assistance. AVCON has successfully completed FAA grant applications for the City of Marianna, Sebring, Deland, Kissimmee, Zephyrhills, Citrus County, Okeechobee County, Martin County, Winter Haven, and Ormond Beach.

As part of AVCON's continued commitment to providing the most current information to the firm's clients, Project Managers attend the Florida Aviation Professionals Academy (FAPA) Training offered by the FDOT. FAPA provides relevant academic and technical knowledge regarding FDOT Aviation processes, policies, and operations. These include the FDOT Aviation regulatory environment; the National Plan of Integrated Airport Systems (NPIAS); the Florida Aviation System Plan (FASP); FDOT Program Management; Florida Airport Licensing, Regulations, Airspace, and Inspections; Florida Aviation Planning; and the Joint Automated Capital Improvement Program (JACIP), which is an essential tool to receive state and federal funding for eligible airport projects.

AVCON supports FDOT D5 as an extension of staff. Under this ongoing contract, we are able to keep track of growing trends in the aviation industry and how FDOT is responding to demands placed on the system. Our staff regularly meets with D5 personnel to discuss process improvements, eligibility requirements, and construction costs for projects across the district.

Additionally, as active participating members of the Airport Consultants Council (ACC) and Illuminating Engineering Society, Airfield Lighting Committee (IES-ALC), AVCON is regularly called upon to review and comment on DRAFT Advisory Circulars prior to implementation of new design criteria and standards as they are formalized and published.

The availability of grant funding is always a challenge for airports. The myriad of requirements that must be met for project funding eligibility can be confusing and, in some cases, difficult to meet. AVCON has established a strong reputation for working closely with its clients and agencies in navigating through the various prerequisites needed to be able to obtain both federal and state grant funding.

AVCON has a strong working relationship with Jennifer Ganley, and Jenny Iglesias-Hamann at the FAA Orlando ADO and has worked closely with these key individuals for many years. AVCON's Orlando office is located less than 15 miles from the FAA-ADO office in Orlando. Likewise, Allison McCuddy, Joe Jerkins, and Luci Taylor of FDOT District 5 are very familiar with AVCON staff. These trusting relationships are essential to maximizing your grant funding.

Experience with the FAA and FDOT Grants

Project Name/Location	Entity Involved	Services Provided	Amount of Grant
Apron Expansion and Beacon Rehabilitation (X23)	FAA/FDOT	Approximately 4,500 SY of aircraft parking apron expansion and a connector to the parallel taxiway. Additionally, replace the existing airport rotating beacon, rehabilitate the existing pole, and replace the power and control services.	\$240,000
Taxiway A Rehabilitation (EVB)	FAA/FDOT	Rehabilitation of approximately 2500 LF of 50 ft wide taxiway pavement, and rehabilitation of the associated MIRL and airfield signage.	\$3,325,000
West Apron Rehabilitation (DED)	FAA/FDOT	Rehabilitation of approximately 46,000 SY of asphalt aircraft	\$2,515,000
Hangar Design and Construction (DED)	FDOT	Design and construction of 3 t-hangar buildings (20 units total). Project includes restroom facilities and concrete aprons.	\$4,090,000

“

“One unique aspect of the project was AVCON's creative approach to solve frequent illegal parking along the roadside shoulders of the entrance and loop road segments. AVCON's solution to this problem was to restore the shoulders and utilize selected landscaping using Florida native plantings at the locations most abused by illegal parking. AVCON submitted a Modification of Standards to the FAA justifying the work and obtaining funding eligibility... AVCON's performance on this project demonstrated technical capability, thoughtful consideration of elements important to the safe and efficient operation of the airport, quality assurance in developing clear and concise bid documents, concern to keep costs within budget without sacrificing quality, and creativity when tasked with unique issues.”

Allan Penksa, A.A. E.
Chief Executive Officer
Gainesville Regional Airport

Terminal Parking Lot Expansion Program (GNV)



RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
PROFESSIONAL SERVICES AGREEMENT WITH HOYLE, TANNER &
ASSOCIATES, INC.; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with HOYLE, TANNER & ASSOCIATES, INC., whose address is 95 E Mitchell Hammock Road #200, Oviedo, Florida 32765 for Professional Services - Leesburg International Airport (RFQ 240203).

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 22nd day of January 2024.

Mayor

ATTEST:

City Clerk

**AGREEMENT FOR PROFESSIONAL SERVICES
ON A CONTINUING BASIS**

THIS AGREEMENT is made as of the 22nd day of January in the year 2024, 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 **HOYLE, TANNER & ASSOCIATES, INC.** whose address is 95 E Mitchell Hammock Rd #200, Oviedo, Florida 32765 (hereinafter referred to as “PROFESSIONAL”).

WHEREAS, the CITY issued Request for Qualifications (RFQ) 240203 to contract with a qualified professional or firm to provide professional services on a continuing basis for services related to the Leesburg International Airport;

WHEREAS, the CITY evaluated all responses to RFQ 240203 in accordance with Florida Statute 287.055 – Consultants Competitive Negotiation Act and Hoyle, Tanner & Associates, Inc. is one of the top ranked firms among all firms submitting responses;

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. Federal Aviation Administration (FAA) Contract Provisions incorporated herein and attached as Attachment ‘B’; and
 - c. The PROFESSIONAL’s electronic response to RFQ 240203 submitted November 27, 2023; and
 - d. The PROFESSIONAL’s Hourly Billing Rate Schedule incorporated herein and attached as Attachment ‘A’.
2. **Services.** The PROFESSIONAL shall perform, when requested, the professional services as requested and agreed to between the parties and documented in an executed Task Order. Nothing herein shall limit the CITY’S right to obtain proposals or services from other contractors for similar projects.
3. **Payment.** PROFESSIONAL shall be paid not more than once monthly for work performed on existing Task Orders. All invoices submitted by the PROFESSIONAL shall clearly reference the purchase order issued for the Task Order, the project name and the services performed. Work invoiced must be done in a manner that multiple Task Orders are not listed on the same invoice.

4. **Authorized Work/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.

5. **Task Orders.** All future work will be authorized by use of a Task Order. Task Orders will be sequentially numbered by the CITY. The PROFESSIONAL will provide a proposal for each project in a format approved by the City. The proposal will include a detailed Scope of Service as agreed to by the CITY. The proposal will also include a total expected compensation for the Scope of Services. The compensation amount must be supported by a detailed breakdown by task, position, billable rate, and number of hours. Positions and billable rates must correlate to the Schedule of Hourly Rates located in Attachment 'A'.

6. **Term.** The term of this Continuing Services Agreement shall be for a period of three (3) years. If agreeable to both parties the Agreement may be extended for up to an additional three (3) years. Any extension shall be made by written amendment properly executed by both parties.

7. **Termination for Convenience**

- a. 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.
- b. 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 Engineer under this contract, whether complete or partially complete.
- c. 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.
- d. 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. 2 CFR § 200 Appendix II (B), FAA Advisory Circular 150/5370-10, Section 80-09.

8. **Termination for Non-appropriation of Funds.** A significant portion of funding for this PROJECT is provided by the Federal Aviation Administration (FAA), for both design and construction. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Contract by Federal Aviation Administration (FAA) are at any time

not forthcoming or are insufficient, through failure of any entity to appropriate funds or otherwise, then CITY will have the right to terminate this Agreement at no additional cost and with no penalty whatsoever by giving prior written notice documenting the lack of funding. CITY will provide at least thirty (30) days advance written notice of such termination. CITY will use reasonable efforts to ensure appropriated funds are available.

9. **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 seven (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 by this agreement.

a. **Termination by City** The CITY may terminate this Agreement in whole or in part, for the failure of the PROFESSIONAL to:

- i. Perform the services within the time specified in this contract or by CITY approved extension;
- ii. Make adequate progress so as to endanger satisfactory performance of the Project;
- iii. 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 Engineer 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.

- b. **Termination by Professional:** The PROFESSIONAL may terminate this Agreement in whole or in part, if the CITY:
- i. Defaults on its obligations under this Agreement;
 - ii. Fails to make payment to the PROFESSIONAL in accordance with the terms of this Agreement;
 - iii. 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 Engineer 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. CITY agrees to hold PROFESSIONAL harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

10. Breach of Contract Terms

- a. Any violation or breach of terms of this contract on the part of the Professional or its sub Professionals may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.
- b. CITY will provide PROFESSIONAL written notice that describes the nature of the breach and corrective actions the PROFESSIONAL must undertake in order to avoid termination of the contract. CITY reserves the right to withhold payments to PROFESSIONAL until such time the PROFESSIONAL corrects the breach or the CITY elects to terminate the contract. The CITY's notice will identify a specific date by which the PROFESSIONAL must correct the breach. CITY may proceed with termination of the contract if the PROFESSIONAL fails to correct the breach by deadline indicated in the CITY's notice.

- c. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law. 2 CFR § 200 Appendix II(A).

11. **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).

12. **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, 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.

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

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

15. **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.

16. **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.

17. **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.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-728-9731, 501 W. MEADOW STREET, LEESBURG, FLORIDA 34748.

18. **Compliance with Nondiscrimination Requirements.** During the performance of this Contract, the PROFESSIONAL, for itself, its assignees, and successors in interest (hereinafter referred to as the "PROFESSIONAL") agrees as follows:

- a. **Compliance with Regulations:** The PROFESSIONAL (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- b. **Non-discrimination:** The PROFESSIONAL, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The

PROFESSIONAL will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

- c. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the PROFESSIONAL for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the PROFESSIONAL of the PROFESSIONAL's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
- d. **Information and Reports:** The PROFESSIONAL will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a PROFESSIONAL is in the exclusive possession of another who fails or refuses to furnish the information, the PROFESSIONAL will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- e. **Sanctions for Noncompliance:** In the event of a PROFESSIONAL's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to one or both of the following:
 - i. Withholding payments to the PROFESSIONAL under the contract until the PROFESSIONAL complies; or
 - ii. Cancelling, terminating, or suspending a contract, in whole or in part.
- f. **Incorporation of Provisions:** The PROFESSIONAL will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The PROFESSIONAL will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the PROFESSIONAL becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the PROFESSIONAL may request the sponsor to enter into any

litigation to protect the interests of the sponsor. In addition, the PROFESSIONAL may request the United States to enter into the litigation to protect the interests of the United States. 49 USC § 47123.

19. **Disadvantaged Business Enterprises**

- a. **Contract Assurance (§ 26.13)** - The PROFESSIONAL or sub-consultants shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The PROFESSIONAL shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of FAA assisted contracts. Failure by the PROFESSIONAL to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- b. **Prompt Payment (§26.29)** - The PROFESSIONAL agrees to pay each sub-consultant under this contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the PROFESSIONAL receives from CITY. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the CITY. This clause applies to both DBE and non-DBE sub-consultants. 49 CFR part 26.

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the City of Leesburg to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. The CITY encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

20. **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.

21. **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 in rendering services hereunder shall be the sole property of the CITY who may have reasonable access to the reproducible copies at no additional cost other than printing.

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 documents related to the PROFESSIONAL'S services for the PROJECT shall be kept on file at an office of the PROFESSIONAL in accordance with Florida professional engineering laws and procedures and City of Leesburg regulations in place at the time of the performance of the PROJECT.

Reuse or modification of any such documents by the CITY, without PROFESSIONAL'S written permission and professional involvement, shall be at the CITY's sole risk.

Documents provided by the PROFESSIONAL that may be relied upon by the CITY for the purpose constructing, occupying, and maintaining the PROJECT are limited to those that are signed or sealed by the PROFESSIONAL, which may be in electronic or hardcopy format, in conformance with Florida professional engineering laws and procedures. Any conclusion or information obtained or derived from any other documents will be at the CITY's sole risk.

When transferring documents in electronic media format, PROFESSIONAL shall make reasonable efforts to transfer such media in a compatible format, however, PROFESSIONAL makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by PROFESSIONAL at the beginning of this assignment.

22. **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.

23. **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.

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

25. **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.

26. **Contact Person.** The primary contact person under this Agreement for the PROFESSIONAL shall be Jack E. Thompson Jr., CM, LEED AP. The primary contact person under this Agreement for the CITY shall be Tracey Dean, Airport Manager.

27. **Approval of Personnel.** Key Personnel: The City reserves the right to terminate the Agreement when key personnel identified in the PROFESSIONAL's response to Request for Qualification are not available or are no longer working on the project. 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.

28. **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.

29. **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.

CONTRACTOR: Hoyle, Tanner & Associates, Inc.
Attn: Wilbur Mathurin, PE
95 E Mitchell Hammock Rd #200
Oviedo, FL 32765
(407) 380-1919

CITY: City of Leesburg
Attn: Aaliyah Davis - Purchasing Manager
204 N. 5th Street
Leesburg, FL 34748
(352) 728-9880

30. **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.

31. **Employment Eligibility.** The CONTRACTOR 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.

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

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

33. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which may be considered an original, but all of which together shall constitute but one and the same instrument. This Agreement when signed by a party may be delivered by electronic mail or facsimile transmission with the same force and effect as if the same were an executed and delivered original, manually-signed counterpart.

34. **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.

HOYLE, TANNER & ASSOCIATES, INC.

By: _____

Its: _____
Title

THE CITY OF LEESBURG, FLORIDA

James A Burry Jr., Mayor

ATTEST:

J. Andi Purvis, City Clerk

Approved as to form and content:

William Watson, City Attorney

ATTACHMENT 'A'

BILLING RATES AND CHARGES

(Company Confidential)

August 20, 2023

The following charge rates represent all Hoyle, Tanner & Associates, Inc. (Hoyle Tanner) overhead, taxes and profit, including rent, office overhead and accounting, social security, unemployment taxes, workers' compensation, liability insurance, as well as direct and fringe benefit compensation. The present charge rates for the different classifications of employees are as indicated below.

<u>Classification</u>	<u>Rate/Hr.</u>	<u>Classification</u>	<u>Rate/Hr.</u>
Principal Engineer	260.00	CADD Tech Manager	147.00
Senior Technical Engineer	210.00	Senior CADD Designer	146.00
Technical Engineer	150.00	Senior CADD Technician	120.00
Senior Project Engineer	165.00	CADD Designer	118.00
Project Engineer	135.00	CADD Technician	113.00
Staff Engineer	124.00	Senior Construction Technician	158.00
Engineer	112.00	Construction Technician	112.00
Senior Project Manager	225.00	Technician	75.00
Project Manager	185.00	Senior Planner	175.00
Senior Resident Project Representative	167.00	Planner	100.00
Resident Project Representative	135.00	Land Acquisition Specialist	120.00
Senior Resident Engineer	135.00	Senior Administrative Professional	215.00
Resident Engineer	110.00	Administrative Professional	150.00
Senior Environmental Coordinator	187.00	Senior Project Assistant	117.00
Environmental Coordinator	118.00	Project Assistant	107.00
Public Outreach Coordinator	165.00		

The above-quoted hourly rates are subject to adjustment under the following conditions:

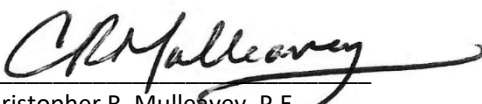
1. Overtime wages paid to hourly employees at the specific request of the client, due to the Client's scheduling requirements.
2. Escalation in wages and salary costs due to normal "cost of living" increases, and merit raises due to increase in staff experience (annual review).
3. Litigation - Fees for court preparation, depositions, pretrial conferences and in court non-testimony time will be billed at two (2) times the normal billing rate. Fees for in-court testimony will be billed at three (3) times the normal billing rate.

REIMBURSABLE EXPENSES - Reimbursable expenses are expenses incurred directly or indirectly in connection with the project such as, but not limited to, transportation, meals, lodging for travel, telephone, fax, postage, overnight deliveries, courier services, equipment rental, photographs and video supplies, testing and laboratory services, permit and other license fees, professional services, sales taxes, and the cost of reproductions beyond those normally required for coordination and information purposes. These expenses will be billed at cost plus a service charge of ten percent (10%), unless agreed to otherwise.

OUTSIDE CONSULTANTS - Hoyle Tanner engages the specialized services of individual consultants or other companies to participate in a project, when considered necessary. The cost of outside consultants will be billed at cost plus an administration charge of ten percent (10%), unless agreed to otherwise.

The billing rates and charges provided above are considered by Hoyle Tanner to be company confidential. This information, which you have requested, is being provided to you, the Client, for your consideration. You, the Client, agree that this information shall not be reproduced, divulged, or transmitted to other parties in any manner, in whole or in part, without the express written permission of Hoyle Tanner.

Approved:


Christopher R. Mullenavey, P.E.
President/CEO

Date: August 20, 2023

Attachment 'B'

FEDERAL CONTRACT PROVISIONS

GENERAL CIVIL RIGHTS PROVISIONS

The PROFESSIONAL agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the PROFESSIONAL and sub tier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

Title VI Solicitation Notice:

The CITY, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Compliance with Nondiscrimination Requirements

During the performance of this contract, the PROFESSIONAL, for itself, its assignees, and successors in interest (hereinafter referred to as the "PROFESSIONAL") agrees as follows:

1. **Compliance with Regulations:** The PROFESSIONAL (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The PROFESSIONAL, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The PROFESSIONAL will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the PROFESSIONAL for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subconsultant or supplier will be notified by the PROFESSIONAL of the PROFESSIONAL's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

Attachment 'B'

FEDERAL CONTRACT PROVISIONS

4. **Information and Reports:** The PROFESSIONAL will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the CITY or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the PROFESSIONAL will so certify to the CITY or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a PROFESSIONAL's noncompliance with the Non-discrimination provisions of this contract, the CITY will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the PROFESSIONAL under the contract until the PROFESSIONAL complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The PROFESSIONAL will include the provisions of paragraphs one through six in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The PROFESSIONAL will act with respect to any subcontract or procurement as the CITY or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the PROFESSIONAL becomes involved in, or is threatened with litigation by a subconsultant, or supplier because of such direction, the PROFESSIONAL may request the CITY to enter into any litigation to protect the interests of the CITY. In addition, the PROFESSIONAL may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the PROFESSIONAL, for itself, its assignees, and successors in interest (hereinafter referred to as the "PROFESSIONAL") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

Attachment 'B'

FEDERAL CONTRACT PROVISIONS

- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The PROFESSIONAL has full responsibility to monitor compliance to the referenced statute or regulation. The PROFESSIONAL must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

Attachment 'B'

FEDERAL CONTRACT PROVISIONS

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. PROFESSIONAL must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The PROFESSIONAL retains full responsibility to monitor its compliance and their subconsultant's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

[END FEDERAL CONTRACT PROVISIONS]

November 28, 2023

City of Leesburg
204 N. 5th Street
Leesburg, Florida 34748

**RE: Request for Qualifications (RFQ)
Professional Services – Leesburg International Airport**

Dear Selection Committee Members:

The current and future capital improvement projects at Leesburg International Airport (KLEE) reflect an airport that is prepared to address airfield pavement maintenance and fueling needs, while also preparing for potential future growth opportunities with new hangar, taxiway and utility infrastructure construction. Each of these infrastructure improvement projects fulfills the City's mission to *provide effective and efficient municipal services that promote public safety, economic growth, and quality of life*. These projects also have the capability to increase the Airport's revenue stream which is vital since KLEE operates as an enterprise fund relying solely on revenues received through federal and state grants or earned through ground and building leases.

For nearly four decades, Hoyle Tanner and our Florida clients have made meaningful and positive impacts on the local economy and quality of life. Our clients trust us to solve their complex challenges. We are proud that we can not only deliver on that trust, but also **create benefits and value on each project**. Our Oviedo office specializes in General Aviation airports, and we currently have multiple continuing services contracts with Florida communities that own and operate their airports. These include Martin County, Flagler County, Marion County and the Cities of Lake Wales and Ormond Beach to name a few. We have been continuously reselected multiple times as the General Airport Consultant for each of these municipalities showcasing the trust and value our clients place in us and our services.

We have also had the pleasure of working directly for you as the prime consultant on the Runway 13-31 Rehabilitation project that was completed a few years ago at KLEE. We provided full-service aviation design and construction administration services on the project. More importantly, we developed a great working relationship with your Airport Manager, Tracey Dean, during this project and together we were able to complete the \$5.5 million project on time and under budget. You can expect the same high level of commitment, quality and service to all future tasks and projects that may be assigned to us under this contract.

As the leader of our Florida division, I am proud to manage a dedicated group of talented individuals who are skilled in the design of airfield pavement, lighting and navigational aids, building and terminal improvements, security enhancements, environmental permitting and sustainable aviation infrastructure design. In addition, we also offer niche services such as asset management, GIS data management, aerial drone mapping, and public outreach. I will serve as Principal-in-Charge to ensure the proper resources are assigned to all KLEE projects and Iryna Afong, PE will serve as the KLEE Project Manager. Iryna's extensive design experience coupled with her field capabilities allows her to provide comprehensive project designs focused on practical solutions aimed at constructability and long-term maintainability. She will also provide construction administration, allowing for project continuity and efficiency.

We have assembled a trusted team of technical experts for providing aviation engineering services and construction oversight to provide the necessary services requested. Our qualification statement identifies the key personnel that we propose to lead the airfield geometric and pavement design, electrical and navigational aid design, corporate and T-Hangar design and development, and fuel farm design at KLEE. These professionals are supported by a multidisciplined engineering and planning team, comprised of over 100 professionals including engineers, environmental permitting experts, construction managers/inspectors, planning professionals, a public outreach specialist, land and easement acquisition specialists and grant administrators.

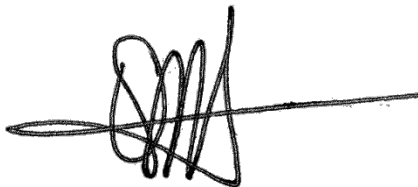
To provide the highest value to the City, we carefully selected the following subconsultants to provide the specialized services and support that will be required on this project:

- **McMillen Surveying, Inc.** for Field Survey Services
- **Cal-Tech Testing, Inc.** for Geotechnical Services
- **Biological Consulting Services, Inc.** for Environmental Permitting

As stewards of the City of Leesburg, we understand that you are looking for a qualified, trusted engineering partner to design and administer your important capital improvement projects. The City can be confident when choosing Hoyle Tanner that – with our extensive understanding of your airport and my project leadership skills – the City will not leave the quality of these projects to chance. Hoyle Tanner's successful track record of completing projects on time and within budget at the Leesburg International Airport and other General Aviation airports throughout Florida speaks for itself. Our team has the availability and the enthusiasm to partner with you immediately, and we look forward to continuing our relationship with your professionals. Finally, we declare that this submittal is made without collusion with any other person or entity submitting a proposal pursuant to this RFQ.

Very Truly Yours,

HOYLE, TANNER & ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read 'W. Mathurin', with a long horizontal line extending to the right.

Wilbur Mathurin, PE

Vice President & Division Manager - Southeast Aviation
95 E. Mitchell Hammock Road, Suite 200
Oviedo, FL 32765
Office: (321) 587-4354
Cell: (321) 544-0361
wmathurin@hoyletanner.com

ARCHITECT – ENGINEER QUALIFICATIONS

PART I – CONTRACT SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION (City and State)

Professional Services RFSQ, Leesburg, FL

2. PUBLIC NOTICE DATE

10/27/23

3. SOLICITATION OR PROJECT NUMBER

240203

B. ARCHITECT – ENGINEER POINT OF CONTACT

4. NAME AND TITLE

Wilbur Mathurin, PE Vice President – Division Manager - Southeast Aviation

5. NAME OF FIRM

Hoyle, Tanner & Associates, Inc.

6. TELEPHONE NUMBER

(321) 587-4354

7. FAX NUMBER

(603) 669-4168

8. E-MAIL ADDRESS

wmathurin@hoyletanner.com

C. PROPOSED TEAM

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

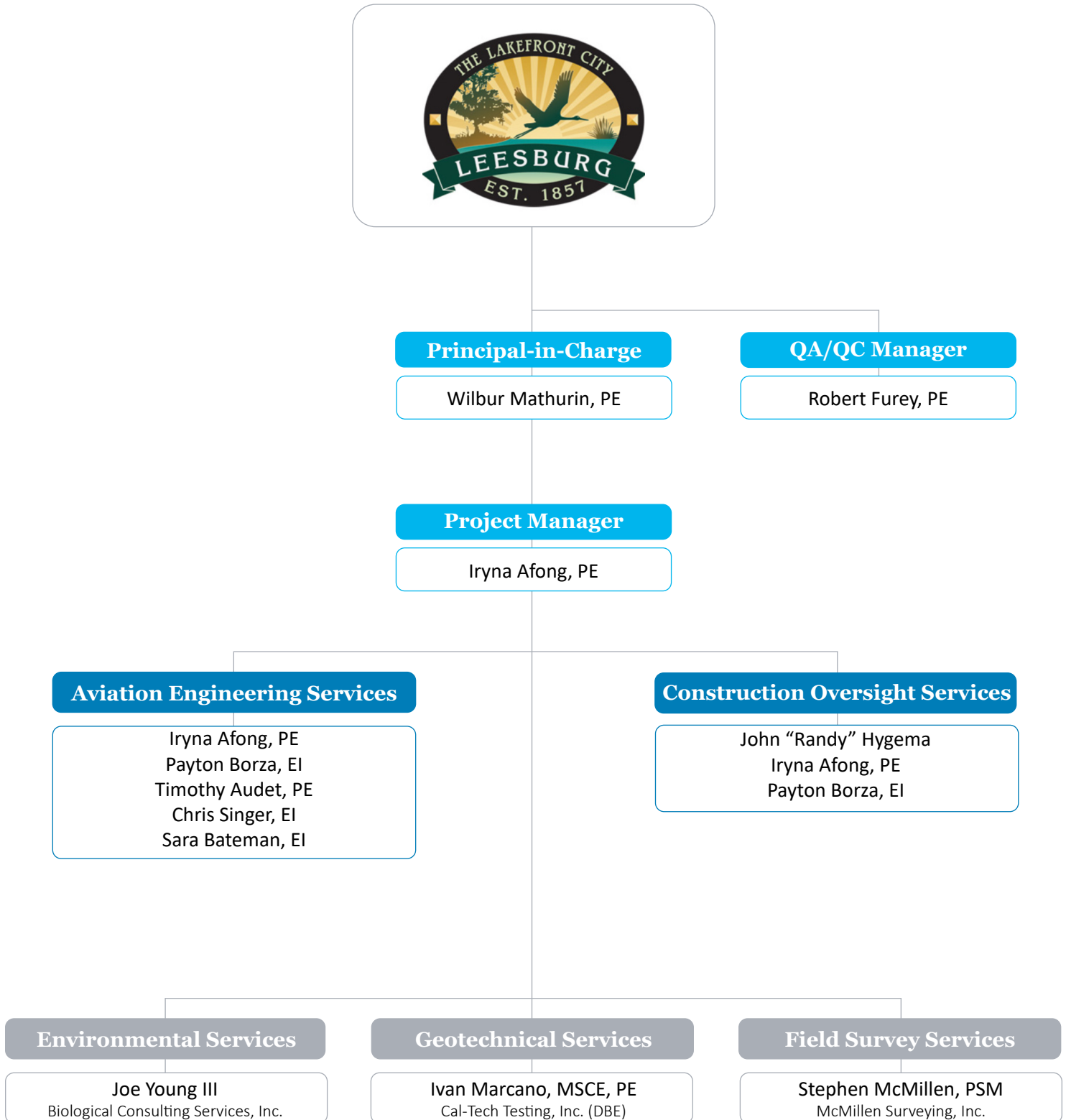
	(Check)			9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V PARTNER	SUBCON-			
a.	X			Hoyle, Tanner & Associates, Inc. ☒ CHECK IF BRANCH OFFICE	95 E. Mitchell Hammock Road, Suite 200 Oviedo, FL 32765	Environmental Analysis & Document Preparation, Design Engineering Services, Construction Management Services, Resident Engineering
b.	X			Hoyle, Tanner & Associates, Inc. ☐ CHECK IF BRANCH OFFICE	150 Dow Street Manchester, NH 03101	Document Preparation & Design Engineering Services
c.			X	Cal-Tech Testing, Inc. ☐ CHECK IF BRANCH OFFICE	PO Box 1625 Lake City, FL 32024	Geotechnical Services & Materials Testing
d.			X	McMillen Surveying, Inc. ☐ CHECK IF BRANCH OFFICE	444 Northwest Main Street Williston, FL 32696	Field Survey Services
e.			X	Biological Consulting Services, Inc. ☐ CHECK IF BRANCH OFFICE	208 Rush Street New Smyrna Beach, FL 32168	Environmental Support Services
f.				CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

☒ (Attached)

Firm Background & Experience

Organizational Chart



ARCHITECT – ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (If any)
240203

PART II – GENERAL QUALIFICATIONS

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

2a. FIRM (OR BRANCH OFFICE) NAME Hoyle, Tanner & Associates, Inc.			3. YEAR ESTABLISHED 1973	4. DUNS NUMBER 066755828
2b. STREET 150 Dow Street			5. OWNERSHIP	
2c. CITY Manchester			a. TYPE Corporation	
2d. STATE NH		2e. ZIP CODE 03101	b. SMALL BUSINESS STATUS Yes	
6a. POINT OF CONTACT NAME AND TITLE Wilbur Mathurin, PE, Vice President & Division Manager - Southeast Aviation			7. NAME OF FIRM (If block 2a is a branch office)	
6b. TELEPHONE NUMBER (321) 587-4354		6c. E-MAIL ADDRESS wmathurin@hoyletanner.com		
8a. FORMER FIRM NAME(S) (If any)			8b. YR. ESTABLISHED	8c. DUNS NUMBER

9. EMPLOYEES BY DISCIPLINE			
a. Function Code	b. Discipline	c. No. of Employees (1) FIRM (2) BRANCH	
63	Environmental Coordinator	3	3
	Land Acquisition Specialist	1	1
02	Administrative	20	16
	Airport Engineer	14	6
	Aviation Planner	1	0
08	CADD Technician	6	4
12	Civil Engineer	7	1
15	Construction Inspector	4	2
23	Environmental Engineer	14	5
	Highway Engineer	3	3
57	Structural Engineer	23	7
60	Transportation Engineer	9	5
	Other Employees	0	0
Total		105	53

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Profile Code	b. Experience	c. Revenue Index Number (see below)
A05	Airports; Nav aids; Airport Lighting; Aircraft Fueling	5
A06	Airports; Terminals & Hangars; Freight Handling	4
B02	Bridges	4
E09	Environmental Impact Studies, Assessments or Statements	3
G01	Garages; Vehicle Maintenance Facilities; Parking Decks	2
H07	Highways; Streets; Airfield Paving; Parking Lots	4
I01	Industrial Buildings; Manufacturing Plants	3
O01	Office Building; Industrial Parks	4
P06	Planning (Site, Installation and Project)	3
S04	Sewage Collection, Treatment & Disposal	5
S07	Solid Wastes; Incineration; Landfill	4
S13	Stormwater Handling & Facilities	2
S09	Structural Design; Special Structures	1
T03	Traffic & Transportation Engineering	2
W03	Water Supply; Treatment & Distribution	4

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	1	1. Less than \$100,000	6. \$2 million to less than \$5 million
b. Non-Federal	8	2. \$100,000 to less than \$250,000	7. \$5 million to less than \$10 million
c. Total Work	8	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

12. AUTHORIZED REPRESENTATIVE The foregoing is a statement of facts.	
a. SIGNATURE 	b. DATE 11/28/2023
c. NAME AND TITLE Vice President & Division Manager - Southeast Aviation	

1. SOLICITATION NUMBER (If any)
240203

[illegible]

12. AUTHORIZED REPRESENTATIVE
The foregoing is a statement of facts.

c.	NAME AND TITLE
	Vice President & Division Manager - Southeast Aviation

Firm Background & Experience

About Our Firm

Since 1973, Hoyle Tanner's professionals have been collaborating with public and private sector clients on a diverse group of transportation (aviation, bridges, and roadways), site development (civil, traffic, and parking), water quality (water, wastewater, and stormwater), and environmental permitting projects. With a team of over 100 engineers, planners, environmental permitting specialists, technicians, inspectors and administrative personnel, Hoyle Tanner continues to evolve and adapt to meet the constantly changing needs of our clients and funding programs – as well as the increasing complexity of design and permitting.

We are a mid-sized firm with the belief that by building long-term partnerships with our clients, we can help you achieve project success. Repeat business is the primary source of our project portfolio, which is achieved by being thorough, reliable, and responsive.

Florida General Aviation Experience

Hoyle Tanner has been providing planning, permitting, design, and construction administration services for airport improvement projects in the Sunshine State for 40 years. During that time, the Florida Division of Hoyle Tanner has completed hundreds of projects at Florida General Aviation airports currently listed in the National Plan of Integrated Airport Systems (NPIAS). Professionals out of our Oviedo, Florida office specialize in General Aviation airports and have created a strong reputation for quality planning, superior design capabilities, and the ability to secure funding for airport projects. By closely coordinating our activities with the airport sponsor, federal agencies, state agencies, and local governments, Hoyle Tanner has built a can-do reputation in the aviation community and continually strives to provide our clients with quality services delivered on-time and on-budget. The design team out of our Oviedo office will provide the work on this contract. If needed, the team has the full support of the talented staff at our corporate headquarters.



On the Runway 13-31 Rehabilitation project, our team collected pavement, base information, and topographic survey data to provide the most cost-efficient solution for pavement management of the main runway at Leesburg International Airport. Our design included pavement evaluation and recommendations for various rehabilitation methods, Federal Aviation Administration geometry and pavement design, airfield lighting and signage, precision approach path indicators (PAPIs), runway end identifier lights (REILS), and marking. We also performed construction and grant administration services.
– Leesburg, Florida

Hoyle Tanner is nationally recognized for its airport planning expertise, having provided on-call planning services for airports of all classifications. Our expanded portfolio of planning services extends beyond our master plan preparation to include land and easement acquisition, noise exposure mapping, airspace modeling, asset management and assistance with business planning, lease negotiation, and minimum standards document updates. Hoyle Tanner airport planners work as an extension of your team to execute your future projects with the goal of **promoting economic development opportunities for your Airport.**

Hoyle Tanner engineers are skilled in the design of airfield pavement, lighting, and navigational aids, building and terminal improvements, security enhancements, and sustainable aviation infrastructure design. We strive to incorporate innovation, resilience, and sustainable practices as part of every project. Our team also understands that the aviation industry is changing and is prepared to adapt our designs to meet those changes.

Firm Background & Experience

Construction-Phase Services

We are experienced in providing construction-phase engineering services for both large and small construction projects. Our construction-phase services typically include construction administration and Resident Project Representative coverage. Construction administration typically includes such tasks as reviewing shop drawings, responding to requests for information (RFIs), reviewing and approving payment requests, and facilitating and documenting project meetings. **We are flexible with our approach and are available to provide tailored construction-phase engineering services.** With local junior engineers as well as a Senior Resident Project Representative, we are able to cost-effectively support construction oversight projects with a high-quality team while minimizing costs for our clients.

Prompt Service & Client Satisfaction

We are a mid-sized firm with the regionally known capabilities and technical expertise of a larger firm, but with the personalized service of smaller firms – you'll know our names and faces. We urge you to contact our client references on our project sheets to hear first-hand how Hoyle Tanner has not only excelled technically but also serves as a trusted and responsive advisor meeting our clients' challenges. Our current Florida clients include Martin County, Marion County, Flagler County, Volusia County, and the cities of Lake Wales, Vero Beach, Sebastian, and Ormond Beach.

Quality – Every Time

Hoyle Tanner is committed to continuous quality assurance and quality control through a systematic logical process to implement high-standard practices and procedures. Our Quality Assurance & Quality Control Manual (QAQCM) program includes internal checks. It requires the same from external sources (such as subconsultants), thus reducing the risk of errors and omissions in design calculations, plans, specifications, and permit applications among other important project components. We take pride in providing confidence to our clients that our work is complete and accurate. We understand that project quality is the responsibility of everyone on the team. While systematic, our approach to quality control also considers the variability of each project and has the flexibility to be scaled based on the complexity and size of the project.

Timely Initiation & Completion of Projects

Hoyle Tanner fully understands the importance of completing successful projects for the City of Leesburg. Upon notification, we are available to proceed with your assignments immediately and to complete tasks within the time frame required by the City. For each task order, our project manager, located 60 minutes away, will meet with the City to prepare a detailed schedule and budget for each project at inception. They will continue to monitor work completed to date against the schedule on a bi-weekly basis. Project managers will also utilize a budget report to check expenditures against schedule and budget. If a need arises requiring corrective action in either the budget or schedule, we will meet with the design/construction team to determine appropriate corrective actions, develop a corrective plan, implement the plan, and monitor until the project is complete or back on course.

Our Commitment

Hoyle Tanner is committed to long-term relationships with our clients. Our interest is to exceed your expectations in every way so that we will be your first phone call whenever a need arises. Our goal is to provide services you will remember as exceptional, not just satisfactory. The design of infrastructure projects is so much more than just the technical aspects; our clients also have schedule, budget, and stakeholder commitments they are constrained by. We understand all these factors, which is why as your partner you have our commitment that we will support you from concept development to ribbon cutting.



G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10
Wilbur Mathurin, PE	Principal-in-Charge	●	●	●	●	●	●	●	●	●	●
Iryna Afong, PE	Project Manager	●	●	●	●	●	●	●	●	●	●
Payton Borza, EI	Airport Engineer	●	●	●	●	●		●	●	●	●
Sara Bateman, EI	Airport Engineer	●	●	●	●				●	●	●
Chris Singer, EI	Airport Engineer	●		●	●			●	●	●	●
Robert Furey, PE	QA / QC Manager										
Timothy Audet, PE	Senior Airport Engineer										
John Hygema	Resident Project Representative										
Ivan Marciano, MSCE, PE	Senior Geotechnical Engineer	●	●			●	●	●			
Stephen McMillen, PSM	Field Surveyor	●	●			●	●	●			
Joe Young III	Environmental Consultant	●									

29. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)	NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1	Rehabilitate Runway 13-31	6	U.S. Border Control & Customs Facility
2	Rehabilitate Runway 8-26	7	New T-Hangars & Taxilanes
3	Taxiway B North - Construction	8	Taxiway B & D - Design & Construction
4	Rehabilitate Taxiway A - Design	9	AWOS Replacement
5	North/South Taxiway Rehabilitation	10	Airport Fuel Farm Rehabilitation

H. ADDITIONAL INFORMATION

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

PROJECT 1 Rehabilitate Runway 13-31

Design Contract Original Value	\$264,500
Design Contract Final Value	\$264,500
Reason for Any Discrepancy	N/A
Owner's Original Construction Budget	\$4,909,300
Construction Services Contract Original Value	\$4,909,300
Construction Services Contract Final Value	\$4,745,124
Reason for Any Discrepancy	Various unit quantity savings including asphalt leveling needed during construction and reduction of the pavement rejuvenation area for Runway 13-31
Original Construction Days	210 Days
Actual Number of Construction Days	203 Days
Reason for Any Discrepancy	Finished ahead of schedule

PROJECT 2 Rehabilitate Runway 8-26

Design Contract Original Value	\$175,000
Design Contract Final Value	\$175,000
Reason for Any Discrepancy	N/A
Owner's Original Construction Budget	\$2,200,000
Construction Services Contract Original Value	\$1,900,826
Construction Services Contract Final Value	\$1,951,711
Reason for Any Discrepancy	After milling the runway intersection, a subsurface condition (high water table) prevented the use of limerock base course. The limerock base course was substituted to P-403 asphalt base course.
Original Construction Days	180 Days
Actual Number of Construction Days	151 Days
Reason for Any Discrepancy	Finished ahead of schedule

PROJECT 3 Taxiway B North - Construction

Design Contract Original Value	\$154,900
Design Contract Final Value	\$154,900
Reason for Any Discrepancy	N/A
Owner's Original Construction Budget	\$697,957
Construction Services Contract Original Value	\$697,957
Construction Services Contract Final Value	\$684,146
Reason for Any Discrepancy	Various unit quantity savings including asphalt and bituminous prime coat needed during construction
Original Construction Days	175 Days
Actual Number of Construction Days	200 Days
Reason for Any Discrepancy	Weather days added due to excessive rain during the summer

PROJECT 4 Rehabilitate Taxiway A - Design

Design Contract Original Value	\$258,000
Design Contract Final Value	\$258,000
Reason for Any Discrepancy	N/A
Owner's Original Construction Budget	\$6,144,251
Construction Services Contract Original Value	\$6,144,251
Construction Services Contract Final Value	TBD – Construction in Progress
Reason for Any Discrepancy	N/A
Original Construction Days	420 Days
Actual Number of Construction Days	TBD – Construction in Progress
Reason for Any Discrepancy	N/A

PROJECT 5 North/South Taxiway Rehabilitation

Design Contract Original Value	\$93,900
Design Contract Final Value	\$93,900
Reason for Any Discrepancy	N/A
Owner's Original Construction Budget	\$1,000,000
Construction Services Contract Original Value	\$993,314
Construction Services Contract Final Value	\$949,896
Reason for Any Discrepancy	Based on the materials conditions encountered, only half the estimated amount of asphalt emulsion was needed for the P-210 cold-recycled base course which resulted in a quantity reduction for that line item.
Original Construction Days	120 Days
Actual Number of Construction Days	115 Days
Reason for Any Discrepancy	Finished ahead of schedule

PROJECT 6 U.S. Border Control & Customs Facility

Design Contract Original Value	\$155,910
Design Contract Final Value	\$155,910
Reason for Any Discrepancy	N/A
Owner's Original Construction Budget	\$1,744,000
Construction Services Contract Original Value	\$1,744,000
Construction Services Contract Final Value	\$1,849,751
Reason for Any Discrepancy	Changes added and dictated by Customs and Border Patrol during construction to comply with revised standards that changed during construction
Original Construction Days	270 Days
Actual Number of Construction Days	360 Days
Reason for Any Discrepancy	Additional time granted for changes added and dictated by Customs and Border Patrol

PROJECT 7 New T-Hangars & Taxilanes

Design Contract Original Value	\$117,000
Design Contract Final Value	\$117,000
Reason for Any Discrepancy	N/A
Owner's Original Construction Budget	\$6,185,136
Construction Services Contract Original Value	\$6,185,136
Construction Services Contract Final Value	TBD – Construction in Progress
Reason for Any Discrepancy	N/A
Original Construction Days	360 Days
Actual Number of Construction Days	TBD – Construction in Progress
Reason for Any Discrepancy	N/A

PROJECT 8 Taxiway B & D - Design & Construction

Design Contract Original Value	\$211,200
Design Contract Final Value	\$211,200
Reason for Any Discrepancy	N/A
Owner's Original Construction Budget	\$2,043,615
Construction Services Contract Original Value	\$2,043,615
Construction Services Contract Final Value	\$2,043,615
Reason for Any Discrepancy	N/A
Original Construction Days	230 Days
Actual Number of Construction Days	191 Days
Reason for Any Discrepancy	Finished ahead of schedule

PROJECT 9 AWOS Replacement

Design Contract Original Value	\$33,000
Design Contract Final Value	\$33,000
Reason for Any Discrepancy	N/A
Owner's Original Construction Budget	\$281,630
Construction Services Contract Original Value	\$281,630
Construction Services Contract Final Value	\$281,630
Reason for Any Discrepancy	N/A
Original Construction Days	90 Days
Actual Number of Construction Days	90 Days
Reason for Any Discrepancy	N/A

PROJECT 10 New Self Services Fuel Farm

Design Contract Original Value	\$25,000
Design Contract Final Value	\$25,000
Reason for Any Discrepancy	N/A
Owner's Original Construction Budget	\$1,027,121
Construction Services Contract Original Value	\$1,027,121
Construction Services Contract Final Value	TBD – Construction in Progress
Reason for Any Discrepancy	N/A
Original Construction Days	240 Days
Actual Number of Construction Days	TBD – Construction in Progress
Reason for Any Discrepancy	N/A

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE



32. DATE

11/28/2023

33. NAME AND TITLE

Wilbur Mathurin, Vice President & Division Manager - Southeast Aviation

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Wilbur Mathurin, PE		13. ROLE IN THIS CONTRACT Principal-in-Charge		14. YEARS EXPERIENCE <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">a. TOTAL 22</td> <td style="width: 50%;">b. WITH CURRENT FIRM 22</td> </tr> </table>		a. TOTAL 22	b. WITH CURRENT FIRM 22
a. TOTAL 22	b. WITH CURRENT FIRM 22						
15. FIRM NAME AND LOCATION (City and State) Hoyle, Tanner & Associates, Inc., Oviedo, FL							
16. EDUCATION (DEGREE AND SPECIALIZATION) Master of Science (MS) / Engineering Management Master of Science (MS) / Civil Engineering Bachelor of Science (BS) / Civil Engineering			17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Professional Engineer (PE): Florida (FL), North Carolina (NC)				
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Associations: American Society of Civil Engineers (ASCE), Florida Airports Council (FAC)							

19. RELEVANT PROJECTS					
a.	(1) TITLE AND LOCATION (City and State) Rehabilitate Runway 13-31 Leesburg, FL	(2) YEAR COMPLETED <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">PROFESSIONAL SERVICES 2022</td> <td style="width: 50%;">CONSTRUCTION (If Applicable) 2022</td> </tr> </table>		PROFESSIONAL SERVICES 2022	CONSTRUCTION (If Applicable) 2022
	PROFESSIONAL SERVICES 2022	CONSTRUCTION (If Applicable) 2022			
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Manager responsible for design, scope, scheduling, budget, and cost control. Scope: Design, bidding, and construction administration services for the full-length rehabilitation of Runway 13-31 and the paved shoulders, including associated marking, lighting, and navigational aids. Total Project Cost: \$5,311,000		☒ Check if project performed with current firm			
b.	(1) TITLE AND LOCATION (City and State) Ormond Beach Municipal Airport Ormond Beach, FL	(2) YEAR COMPLETED <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">PROFESSIONAL SERVICES Ongoing</td> <td style="width: 50%;">CONSTRUCTION (If Applicable) Ongoing</td> </tr> </table>		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If Applicable) Ongoing
	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If Applicable) Ongoing			
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Principal-in-Charge responsible for planning, scheduling, coordinating and delivery of all assignments under five-year general consulting contract. Scope: Manage and guide staff to ensure on-time and on-budget project delivery by providing engineering expertise and Quality Control/Quality Assurance as needed. Assist client with Capital Improvement Program to determine goals and implantation strategy. Communicate, advocate, and negotiate with funding agencies Federal Aviation Administration (FAA) & Florida Department of Transportation (FDOT) on behalf of clients to assist in securing funding for planned capital projects. Total Project Cost: >\$15,000,000		☒ Check if project performed with current firm			
c.	(1) TITLE AND LOCATION (City and State) Lake Wales Municipal Airport Lake Wales, FL	(2) YEAR COMPLETED <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">PROFESSIONAL SERVICES Ongoing</td> <td style="width: 50%;">CONSTRUCTION (If Applicable) Ongoing</td> </tr> </table>		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If Applicable) Ongoing
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(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Principal-in-Charge responsible for planning, scheduling, coordinating and delivery of all assignments under five-year general consulting contract. Scope: Manage and guide staff to ensure on-time and on-budget project delivery by providing engineering expertise and Quality Control/Quality Assurance as needed. Assist client with Capital Improvement Program to determine goals and implantation strategy. Communicate, advocate, and negotiate with funding agencies (FAA & FDOT) on behalf of clients to assist in securing funding for planned capital projects Total Project Cost: >\$15,000,000		☒ Check if project performed with current firm			
d.	(1) TITLE AND LOCATION (City and State) Martin County Airport Stuart, FL	(2) YEAR COMPLETED <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">PROFESSIONAL SERVICES Ongoing</td> <td style="width: 50%;">CONSTRUCTION (If Applicable) Ongoing</td> </tr> </table>		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If Applicable) Ongoing
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(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Principal-in-Charge responsible for planning, scheduling, coordinating and delivery of all assignments under five-year general consulting contract. Scope: Manage and guide staff to ensure on-time and on-budget project delivery by providing engineering expertise and Quality Control/Quality Assurance as needed. Assist client with Capital Improvement Program to determine goals and implantation strategy. Communicate, advocate, and negotiate with funding agencies (FAA & FDOT) on behalf of clients to assist in securing funding for planned capital projects. Total Project Cost: >\$15,000,000		☒ Check if project performed with current firm			
e.	(1) TITLE AND LOCATION (City and State) Marion County Airport Dunnellon, FL	(2) YEAR COMPLETED <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">PROFESSIONAL SERVICES Ongoing</td> <td style="width: 50%;">CONSTRUCTION (If Applicable) Ongoing</td> </tr> </table>		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If Applicable) Ongoing
	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If Applicable) Ongoing			
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Principal-in-Charge responsible for planning, scheduling, coordinating and delivery of all assignments under five-year general consulting contract. Scope: Manage and guide staff to ensure on-time and on-budget project delivery by providing engineering expertise and Quality Control/Quality Assurance as needed. Assist client with Capital Improvement Program to determine goals and implantation strategy. Communicate, advocate, and negotiate with funding agencies (FAA & FDOT) on behalf of clients to assist in securing funding for planned capital projects Total Project Cost: >\$6,000,000		☒ Check if project performed with current firm			

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Iryna Afong, PE	13. ROLE IN THIS CONTRACT Project Manager	14. YEARS EXPERIENCE <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black;">a. TOTAL</td> <td style="width: 50%; border-bottom: 1px solid black;">b. WITH CURRENT FIRM</td> </tr> <tr> <td style="text-align: center;">16</td> <td style="text-align: center;">16</td> </tr> </table>		a. TOTAL	b. WITH CURRENT FIRM	16	16
a. TOTAL	b. WITH CURRENT FIRM						
16	16						
15. FIRM NAME AND LOCATION (City and State) Hoyle, Tanner & Associates, Inc., Oviedo, FL							
16. EDUCATION (DEGREE AND SPECIALIZATION) BS / Civil Engineering BS / Civil Engineering		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Professional Engineer: FL					
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Associations: Airport Consultants Council (ACC), American Association of Airport Executives (AAAE), American Society of Civil Engineers (ASCE), Florida Airports Council (FAC) Certifications: Airport Security Badge, Martin County Airport, FAA Section 107 Remote Pilot Operator							

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	Rehabilitate Runway 13-31 Leesburg, FL	PROFESSIONAL SERVICES 2022	CONSTRUCTION (If Applicable) 2022
a.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Engineer responsible for contributing to the design including all grading, drainage, pavement, plan preparation, and permitting coordination with the local water management district. Scope: Design, bidding, and construction administration services for the full-length rehabilitation of Runway 13-31 and the paved shoulders, including associated marking, lighting, and navigational aids. Total Project Cost: \$5,311,000		
	Rehabilitate Runway 8-26 Construction Ormond Beach, FL	PROFESSIONAL SERVICES 2019	CONSTRUCTION (If Applicable) 2019
b.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Manager responsible for providing the owner with effective management of the project's schedule, cost, quality, safety, and project document compliance. Scope: Construction Administration services for the rehabilitation of the existing pavement and lighting along Runway 8-26 to provide a safer and more efficient primary runway at the airport. Total Project Cost: \$2,300,000		
	Taxiway B & D - Design & Construction Ormond Beach, FL	PROFESSIONAL SERVICES 2022	CONSTRUCTION (If Applicable) 2022
c.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Manager / Engineer responsible for all technical aspects of the project and providing the owner with effective management of the project's schedule, cost, quality, safety, and project document compliance. Scope: Design, bidding, and construction-phase services for the rehabilitation of Taxiway B and reconstruction and realignment of Taxiway D. Total Project Cost: \$2,550,000		
	Rehabilitate Taxiway A Design & Construction Martin County, FL	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If Applicable) 2024
d.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Manager responsible for the technical aspects of the project, scheduling, budget, and cost control. Scope: Design and bidding services for the rehabilitation of 6,000 feet of taxiway pavement. The project also included updating taxiway geometry to comply with FAA standards, a new Light-Emitting Diode (LED) lighting system and pavement marking. Total Project Cost: \$7,000,000		
	Automated Weather Observation System (AWOS) Replacement Design & Construction Ormond Beach, FL	PROFESSIONAL SERVICES 2023	CONSTRUCTION (If Applicable) 2023
e.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Manager / Construction Manager responsible for project reporting, monitoring construction activities, quantity measurement, and contractor coordination. Scope: Construction administration for AWOS-III replacement. Total Project Cost: \$400,000		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Ivan Marciano, MSCE, PE		13. ROLE IN THIS CONTRACT Senior Geotechnical Engineer		14. YEARS EXPERIENCE a. TOTAL 35		b. WITH CURRENT FIRM 16	
15. FIRM NAME AND LOCATION (City and State) Cal-Tech Testing, Inc., Lake City, FL							
16. EDUCATION (DEGREE AND SPECIALIZATION) BS / Civil Engineering MS / Civil Engineering				17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Professional Engineer: FL, Georgia (GA), Virgin Islands (VI)			
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Associations: ASCE Member, Florida Department of Transportation (FDOT) Pile Driving & Drilled Shaft Inspection Certifications: US Army Corps Construction Quality Manager							
19. RELEVANT PROJECTS							
a.	(1) TITLE AND LOCATION (City and State) Rehabilitate Runway 13-31 Leesburg, FL			(2) YEAR COMPLETED			
				PROFESSIONAL SERVICES 2021		.CONSTRUCTION (If Applicable) 2021	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Senior Geotechnical Engineer responsible for determining and performing scope of services for quality control/quality assurance, geotechnical and construction materials testing. Scope: Perform soil borings and classifications for design testing and construction materials testing on asphalt, base course, and concrete materials for the full-length rehabilitation of Runway 13-31 at Leesburg International Airport. Total Firm Cost: \$41,000			Check if project performed with current firm			
b.	(1) TITLE AND LOCATION (City and State) Rehabilitate Runway 8-26 Construction Ormond Beach, FL			(2) YEAR COMPLETED			
				PROFESSIONAL SERVICES 2021		.CONSTRUCTION (If Applicable) 2021	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Senior Geotechnical Engineer responsible for determining and performing scope of services for quality control/quality assurance, geotechnical and construction materials testing. Scope: Perform soil borings and classifications for design testing and construction materials testing on asphalt, base course, and concrete materials for the full-length rehabilitation of Runway 9-27 at Ormond Beach Airport. Total Firm Cost: \$20,000			Check if project performed with current firm			
c.	(1) TITLE AND LOCATION (City and State) Rehabilitate Taxiway A - Design Martin County, FL			(2) YEAR COMPLETED			
				PROFESSIONAL SERVICES Ongoing		.CONSTRUCTION (If Applicable) 2024	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Senior Geotechnical Engineer responsible for determining and performing scope of services for quality control/quality assurance, geotechnical and construction materials testing. Scope: Perform soil borings and classifications for design testing for the full-length rehabilitation of Taxiway A at Martin County Airport. Total Firm Cost: \$13,675			Check if project performed with current firm			
d.	(1) TITLE AND LOCATION (City and State) Taxiway B North Lake Wales, FL			(2) YEAR COMPLETED			
				PROFESSIONAL SERVICES 2019		.CONSTRUCTION (If Applicable) 2019	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Senior Geotechnical Engineer responsible for determining and performing scope of services for quality control/quality assurance, geotechnical and construction materials testing. Scope: Perform soil borings and classifications for design testing and construction materials testing on asphalt, base course, and concrete materials for the new construction of Taxiway B North at Lake Wales Municipal Airport. Total Firm Cost: \$14,500			Check if project performed with current firm			
e.	(1) TITLE AND LOCATION (City and State) New T-Hangars & Taxilanes Palm Coast, FL			(2) YEAR COMPLETED			
				PROFESSIONAL SERVICES Ongoing		.CONSTRUCTION (If Applicable) Ongoing	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Senior Geotechnical Engineer responsible for determining and performing scope of services for quality control/quality assurance, geotechnical and construction materials testing. Scope: Perform soil borings and classifications for design testing and construction materials testing on asphalt, base course, and concrete materials for the new construction of three, 14-unit T-Hangar Buildings at Flagler Executive Airport. Total Firm Cost: \$14,500			Check if project performed with current firm			

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Joe Young III	13. ROLE IN THIS CONTRACT Environmental Consultant	14. YEARS EXPERIENCE <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black;">a. TOTAL</td> <td style="width: 50%; border-bottom: 1px solid black;">b. WITH CURRENT FIRM</td> </tr> <tr> <td style="text-align: center;">37</td> <td style="text-align: center;">32</td> </tr> </table>		a. TOTAL	b. WITH CURRENT FIRM	37	32
a. TOTAL	b. WITH CURRENT FIRM						
37	32						
15. FIRM NAME AND LOCATION (City and State) Biological Consulting Services, Inc., New Smyrna Beach, FL							
16. EDUCATION (DEGREE AND SPECIALIZATION) BS / Interdisciplinary Sciences (Marine Biology, Chemistry, Earth Sciences) Associate in Arts (AA) / Marine Biology		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) N/A					
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Associations: Florida Fish & Wildlife Conservation Commission (FFWC) Authorized Gopher Tortoise Agent (Permit GTA-09-00127G); Certification: U.S. Army Corps of Engineers Wetland Delineator							

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	Rehabilitate Runway 13-31 Leesburg, FL	PROFESSIONAL SERVICES 2021	CONSTRUCTION (If Applicable) 2021
a.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Environmental Consultant responsible for performing site investigations and mapping for threatened and endangered species and wetlands. Also responsible for all aspects of environmental permitting including mitigation and species relocation. Scope: Perform gopher tortoise survey, FFWCC permitting, burrow excavation and relocation of 8 gopher tortoises found within the Runway Safety Area for the full-length rehabilitation of Runway 13-31 at Leesburg International Airport. Total Firm Cost: \$7,420		
	Taxiway B North - Construction Lake Wales, FL	PROFESSIONAL SERVICES 2019	CONSTRUCTION (If Applicable) 2021
b.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Environmental Consultant responsible for performing site investigations and mapping for threatened and endangered species and wetlands. Also responsible for all aspects of environmental permitting including mitigation and species relocation. Scope: Perform gopher tortoise survey within the Taxiway grading footprint for the full-length construction of Taxiway B at Lake Wales Municipal Airport. Total Firm Cost: \$2,500		
	Runway 7-25 Runway Protection Zone (RPZ) Clearing Stuart, FL	PROFESSIONAL SERVICES 2019	CONSTRUCTION (If Applicable) 2019
c.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Environmental Consultant responsible for performing site investigations and mapping for threatened and endangered species and wetlands. Also responsible for all aspects of environmental permitting including mitigation and species relocation. Scope: Perform gopher tortoise survey, FFWCC permitting and relocation of 13 gopher tortoises from within the Runway 7-25 Runway Protection Zone footprint for the obstruction clearing project at Martin County Airport. Total Firm Cost: \$22,700		
	Southwest Quad Access Road Ormond Beach, FL	PROFESSIONAL SERVICES 2021	CONSTRUCTION (If Applicable) 2021
d.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Environmental Consultant responsible for performing site investigations and mapping for threatened and endangered species and wetlands. Also responsible for all aspects of environmental permitting including mitigation and species relocation. Scope: Perform gopher tortoise survey, wetland delineation and flagging, protected species survey and report, St. Johns River Water Management District (SJRWMD) permitting and mitigation bank negotiation and coordination. Total Firm Cost: \$7,000		
	Parallel Taxiway Construction Marion County, FL	PROFESSIONAL SERVICES 2023	CONSTRUCTION (If Applicable) 2023
e.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Environmental Consultant responsible for performing site investigations and mapping for threatened and endangered species and wetlands. Also responsible for all aspects of environmental permitting including mitigation and species relocation. Scope: Perform gopher tortoise and burrowing owl survey for the infield areas in preparation for construction of two parallel taxiways at the Marion County Airport. Total Firm Cost: \$5,500		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Stephen McMillen, PSM	13. ROLE IN THIS CONTRACT Field Surveyor	14. YEARS EXPERIENCE <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black;">a. TOTAL 38</td> <td style="width: 50%; border-bottom: 1px solid black;">b. WITH CURRENT FIRM 28</td> </tr> </table>		a. TOTAL 38	b. WITH CURRENT FIRM 28
a. TOTAL 38	b. WITH CURRENT FIRM 28				
15. FIRM NAME AND LOCATION (City and State) McMillen Surveying, Inc., Williston, FL					
16. EDUCATION (DEGREE AND SPECIALIZATION)		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Professional Surveyor & Mapper Number 5469			
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)					

19. RELEVANT PROJECTS

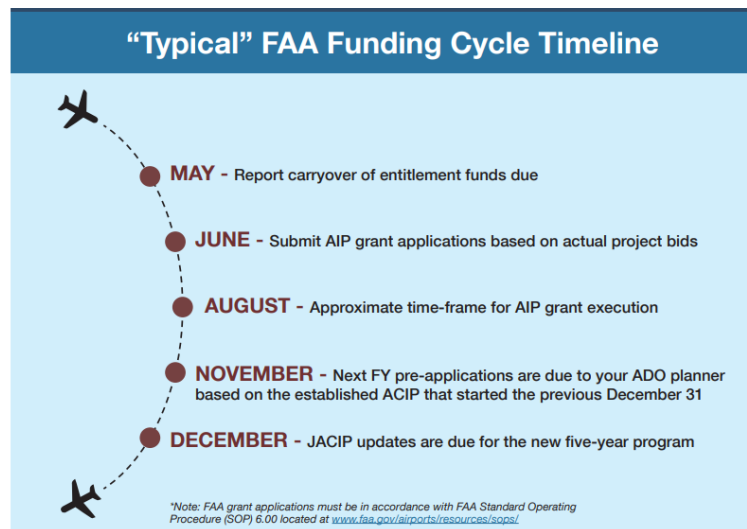
	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
		2021	N/A
a.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Check if project performed with current firm Professional Field Surveyor responsible for supervising field crew and survey technicians to complete boundary and topographic surveys for airfield, roadway, and utility design projects. Scope: Perform topographic survey for the full-length rehabilitation of Runway 13-31 at Leesburg International Airport. Total Project Cost: \$15,280		
b.	(1) TITLE AND LOCATION (City and State) Rehabilitate Runway 8-26 Construction Ormond Beach, FL		
c.	(1) TITLE AND LOCATION (City and State) Taxiway B North Lake Wales, FL		
d.	(1) TITLE AND LOCATION (City and State) North/South Taxiway Rehabilitation Dunnellon, FL		
e.	(1) TITLE AND LOCATION (City and State) U.S. Border Control & Customs Facility Stuart, FL		

State & Federal Funding Experience

FAA & FDOT Funding Cycle Understanding

Our firm's experience in Florida has allowed Hoyle Tanner to develop relationships with federal, state and local agencies, as well as develop a thorough understanding of their funding processes. All of our aviation clients receive project funding through the Federal Aviation Administration (FAA) Airport Improvement Program (AIP) as well as the state Aviation Grant Program. This is also the case for most of the major infrastructure projects at Leesburg International Airport. On projects that are funded by both agencies, the cost is shared at a 90% and 8% split, and the final 2% is covered by the City of Leesburg. On Florida Department of Transportation (FDOT)-only funded projects, the cost is shared 80% and 20% between the FDOT and the City of Leesburg, respectively. A keen understanding of the funding cycles and mechanisms of both agencies is needed to maximize the project funding opportunities available to the City. Hoyle Tanner has an unmatched understanding of the funding cycles of both FAA and FDOT. **The personal relationships we have built with FAA Airport District Office (ADO) and FDOT Aviation staff are what give us an advantage over other firms. We have planned and programmed hundreds of projects with both agencies and directly linked our clients and the agencies.** This relationship allows the FAA Program Managers and FDOT Aviation Coordinators to feel comfortable enough to call, email or text us directly for any needed information to keep projects moving through the funding cycle.

FAA operates on the October 1st to September 30th fiscal year. As such, the key dates and life cycle of the grant planning, application, and procurement process span that period. Once the project has been planned, vetted, and programmed by the funding agencies, the next step is meeting the agencies' key dates to ensure the project is funded. Typically, FAA ADO requires a pre-application to be submitted in November/December of the fiscal year. This pre-application serves as notification that you are working towards submitting a grant (based on bids for construction grants) for a particular project later in the fiscal year. Wilbur, Iryna and the rest of our staff have extensive experience completing the required documents needed for the pre-application package to FAA ADO. The pre-application includes a sponsor cover letter and detailed project information including a project narrative and justification, funding sources, project cost estimate breakdown, schedule, location sketch and environmental determination documentation. Our team produces all these forms, packaged, and delivered to our clients for their review, signature and forwarding along to FAA.



Graphics Source: *Florida Aviation Project Handbook (2020-2021)*

The next step in the process is updating the Joint Automated Capital Improvement Plan (JACIP), which typically has a deadline around the end of the first quarter of FAA's fiscal year – December. It is important to note that this is the only time that the JACIP is open for changes. **Whereas the pre-application is dealing with the current fiscal year, FAA is already looking ahead to outer years, namely the three-year period and preparing the funding plans to accommodate as many projects as possible in our state.** Some other key dates are the date established, usually May, to declare carryover intentions. This means that the sponsor must let FAA know if they

State & Federal Funding Experience

will be using their allotted entitlement funds this fiscal year or if they will be carrying them over to the next year. Design projects are typically completed around March and advertised for bids, with bid openings occurring in April and May. Once this occurs, the grant application (based on bids) is submitted to FAA ADO; the deadline normally occurs mid-June. FAA ADO will then begin the process of writing grants and the sponsors typically receive notification of award between July and September. The final step is acceptance of the grant by the sponsor and returning the executed grant back to the FAA ADO prior to commencing on the project.

One of the challenges facing sponsors is coordinating the funding of projects between the FAA and FDOT fiscal years.

- FDOT has a unique fiscal year that runs from **July 1 to June 30**. FDOT encourages sponsors to plan to have state grants align as much as possible with federal grants to minimize delays in project being able to start. Like the FAA funding cycle, the FDOT funding cycle follows a rigorous timeline that must be adhered to maximize the funding potential for your projects.
- **In October**, FDOT Aviation staff makes contact with the sponsor and lets them know what is currently programmed in the work program based on the last year's discussions.
- During the months of **November and December**, the FDOT Aviation staff, in collaboration with the sponsor, is tasked with reviewing the existing project listing and confirming prioritization and thinking of new projects and the plan for them to be funded. November and December are also when the "gaming meeting" occurs and the projects on the five-year work program are discussed in detail. It is not uncommon for our key staff to be invited by our clients to take part in the gaming meetings to offer support to our clients. The funding plan for the projects is one of the main topics of discussion at the gaming meeting. FAA will lay out the plan for which projects will be funded with entitlement and which will have to compete for discretionary funding. A key here is working with FAA and FDOT to make sure that projects that compete well for discretionary are identified over lower priority projects. Keep in mind that the projects are competing for funding with all the airports across the state and in some cases across the country. For example, a runway safety area project will be more competitive than an apron expansion project and would be more likely to receive discretionary funding in any given year.
- Like the FAA process, FDOT encourages updates to the JACIP during **December**. This includes making sure project cost estimates are up-to-date and project narratives are complete.
- Around **April** is when the sponsors are contacted by the FDOT Aviation staff to discuss what projects will be funded for the upcoming fiscal year.
- **June and July** are when FDOT Aviation staff develops the Aviation five-year work program to be included as part of the state's Legislative Budget Request to gain authorization to provide financing for the first year of the Tentative Work Program.

FAA & FDOT Grant Management Experience & Process

FAA's *Order 5100.38D Change 1 Airport Improvement Handbook* (dated February 26, 2019) and FDOT's *Florida Aviation Project Handbook* provides guidance, policy and procedure that is used as part of the administration of the grant application, offer and acceptance of their respective grant programs.

The key to getting grants funded is proper planning and coordination with the FAA ADO Program Managers and FDOT



State & Federal Funding Experience

Aviation Coordinators. Maintaining a current and stable list of projects in the three-year CIP will put you in optimum position to capitalize on the funding offered. One of the mantras of the FAA ADO Manager, Mr. Bart Vernace, is that “A goal without a plan, is just a wish.” Our mission is to craft a plan with you that turns those projects into reality. We stress to our clients that planning is not optional and make ourselves available to assist with all the little things that are needed during the planning phase – such as cost estimating, project justification statements, preliminary environmental actions and graphics development. At the request of our clients, we frequently attend the annual “gaming” meetings to take part in the decision-making process that goes into properly planning the CIP. These meetings are essential in developing projects and getting stakeholder buy in from FAA and FDOT. The funding mechanism for the projects are negotiated between parties such as entitlements versus discretionary funding on AIP-funded projects. Our experience at airports throughout the state has allowed us to develop a keen understanding of how to present projects to the agencies to improve the chances of them being funded. As a firm that specializes in working with airports that usually have limited staff, we have an understanding of the level of support that is regularly requested of our staff. This support includes providing an extra level of assistance with FAA and FDOT programs, including grant administration, and management.

Federal Aviation Administration (FAA)

Our knowledge of FAA criteria, standards, program guidance letters, orders, and our ability to work with the agency has consistently played an instrumental role in successfully fulfilling our clients’ needs and expectations. Hoyle Tanner has an excellent working relationship with FAA ADO staff including Ms. Jennifer Ganley (Engineering), Ms. Jenny Iglesias-Hamann (Planning) and Ms. Heather Chasez (Environmental) who are assigned to Leesburg International Airport (KLEE). Throughout our 39-year history with Florida airports, we have completed several high-profile projects working with ADO staff. Our strong relationships and airport infrastructure knowledge gives our team a distinct advantage for the successful completion of aviation projects.



Florida Department of Transportation (FDOT)

In addition to servicing the FAA AIP grants, the Hoyle Tanner team is well versed in the intricacies of managing the grants administered by FDOT through the State Aviation Grant Program. Our longstanding relationships with FDOT District 5 staff, including Ms. Allison McCuddy and Mr. Joseph Jerkins, enables our staff to facilitate the coordination effort required to implement projects through the FDOT grants program. One of the essential tools for project planning is the Florida Aviation Database (FAD) and the Joint Automated Capital Improvement Program (JACIP) that was developed and is managed by FDOT. FAD was developed to store and provide data and applications for FDOT staff, FAA personnel, as well as public and private airport users. JACIP resides inside FAD along with its associated JACIP Project Management (JPM) data. To be considered for funding, all projects must be entered into JACIP. Once a Public Transportation Grant Agreement (PTGA) is executed by FDOT, JPM tools are used to manage the grant and associated reporting. For example, project milestone review sets, 30%, 60%, 90% etc., must be uploaded into FAD for review and acceptance by FDOT. Project monitoring reports, invoices and certifications must all be completed on a regular basis to be in compliance with PTGA. Hoyle Tanner has direct access to many of our clients JACIP through FAD, and we help with the management and uploading of key documentation when needed.



State & Federal Funding Experience

Our key staff, including our designated Principal-in-Charge, Wilbur Mathurin, has developed personal working relationships over their careers with FAA and FDOT staff that results in getting decisions made quickly when the situation calls for. For example, during design and construction on the Runway 13-31 Rehabilitation project, situations arose that could directly impact project costs. Wilbur and the rest of the team were able to engage FAA quickly and gain consensus as to whether the cost impacts would be allowable under the AIP grant program and more importantly if Orlando ADO would allow the cost to be part of the project. The ability to make decisions in a timely manner is key to keeping the project on schedule.

Orlando ADO FAA Grants & FDOT Public Transportation Grant Agreement (PTGA) Experience

As mentioned above, we have assisted numerous aviation clients in structuring their grant requests to maximize the funding opportunities available. We have planned and programmed hundreds of projects with both agencies. In the past five years, we have applied for, obtained and administered over \$27 million in grant funding for our numerous Florida clients, including ***helping secure the 100% FAA funded \$5 million grant for the Runway 13-31 Rehabilitation project at Leesburg International Airport.***

The table below gives a summary of some recent Orlando ADO grants and FDOT PTGA dollar amounts obtained for our clients:

Year	Airport Sponsor	Project	FAA Grant Amount
2021	Leesburg International	Runway 5-23 Rehabilitation	\$5,207,490
2023	Vero Beach Regional	Sweeper Truck Acquisition	\$192,685
2023	Flagler Executive	Wildlife Hazard Fence (design)	\$212,000
2022	Marion County	Parallel Taxiways (design)	\$412,200
2022	Ormond Beach Municipal	AWOS III Construction	295,000
2022	Martin County	Taxiway A Reconstruction	\$5,845,479
2022	Flagler Executive	Terminal Airport Ramp Rehabilitation	\$3,488,200
2021	Ormond Beach Municipal	Taxiway B & D Design & Construction	\$2,382,814
2020	Martin County	Wildlife Hazard Fence (design & construction)	\$1,918,974
2019	Lake Wales Municipal	Airport Master Plan Update	\$240,908
2019	Marion County	Airport Master Plan Update	\$254,259

State & Federal Funding Experience

Year	Airport Sponsor	Project	FAA Grant Amount
FDOT PTGA			
2022	Lake Wales Municipal	Fuel Farm Rehabilitation	\$1,083,421
2022	Flagler Executive	New T-Hangars & Taxilanes	\$5,889,722
2019	Ormond Beach Municipal	Southwest Quad Access Road	\$472,500

Grant Management Process

Prior to Grant Acceptance:

- Identify potential project from FAA/FDOT approved Capital Improvement Plan
- Verify project eligibility with FAA ADO
- Confirm/prepare Environmental Determination documents
- Confirm Disadvantage Business Enterprise (DBE) project goals & coordinate with the FAA's DBE compliance specialist to secure goal approval
- Prepare/submit project readiness forms
- Prepare pre-applications
- Prepare project schedule
- Provide sponsor with information needed for Independent Fee Estimate (IFE)
- Prepare grant application
- Coordinate with client & state agencies for non-federal share of project costs

Post Grant Acceptance:

- Upon issuance of grant award, maintain record keeping system to process client reimbursement requests using the USDOT Delphi System
- Submit FAA 7460 Airspace Study (if needed)
- Deliver bid documents (design plans and technical specifications)
- Assist with bidding process
- Submit bid tabulations & recommendation for award
- Provide construction management & resident engineering services
- Prepare all project closeout documents
- Assist sponsor with tracking of DBE contractors & subconsultants participation during the life of the grant
- Provide all documentation to the sponsor
- Upload applicable documentation to federal & state agencies' websites
- Assist client with compiling of federal fiscal year end reporting requirements

Our team understands and abides by the timelines and agency schedules for funding cycles. Not only does our intimate knowledge of these timelines benefit our clients, but we also have developed positive relationships with agency professionals for prompt responses and schedule adherence. We're here to help guide Leesburg through the process and be a trusted partner in securing funding for your projects.

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

1

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

**Rehabilitate Runway 13-31
Leesburg, Florida**

22. YEAR COMPLETED

PROFESSIONAL SERVICES
2022

CONSTRUCTION (if Applicable)
2022

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

City of Leesburg, Florida (FL)

b. POINT OF CONTACT NAME

Tracey Dean

c. POINT OF CONTACT TELEPHONE NUMBER

(352) 728-9786 ext. 1130

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

Leesburg International Airport's primary runway is 6,300 feet long by 100 feet wide with 20-foot-wide paved shoulders. The center 5,000 feet of the runway pavement, including the shoulders, had deteriorated significantly as reflected by a Pavement Condition Index (PCI) rating of 61. On the PCI rating scale of 0 -100, with 100 being new pavement, a rating of 61 is categorized as *Fair* condition.

Hoyle Tanner was tasked with completing the pavement rehabilitation design and subsequent construction administration. The design included removing the existing

1.5" lip between the existing runway surface and the shoulder. Pavement rejuvenator was recommended for the entire runway length and shoulders to extend pavement life. The runway was marked according to Non-Precision Instrument approach and grooved as part of this rehabilitation effort. Lighting and Navigational Aid (NAVAID) design improvements included rehabilitation of the Medium Intensity Runway Light System (MIRLS), Precision Approach Path Indicator (PAPI) and existing nonworking Runway End Identification Light System (REILS.)

Project Cost: \$5,311,000



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.	Hoyle, Tanner & Associates, Inc.	Oviedo, FL	Design Engineering Services, Construction Administration Services & Resident Engineering
b.	Hoyle, Tanner & Associates, Inc.	Manchester, New Hampshire (NH)	Design Engineering Services
c.	Cal-Tech Testing, Inc.	Lake City, FL	Geotechnical & Materials Testing Services
d.	McMillen Surveying, Inc.	Williston, FL	Field Survey Services
e.			

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

2

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

**Rehabilitate Runway 8-26
Ormond Beach, FL**

22. YEAR COMPLETED

PROFESSIONAL SERVICES
2019

CONSTRUCTION (if Applicable)
2019

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

City of Ormond Beach, FL

b. POINT OF CONTACT NAME

Steven Lichliter

c. POINT OF CONTACT TELEPHONE NUMBER

(386) 615-7019

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

During the pavement evaluation, Runway 8-26 had a PCI rating of 67 which falls within the "fair" range indicating the need for pavement rehabilitation. This project was intended to rehabilitate the 4,004 linear feet of the existing runway pavement. Following a pavement inspection and geotechnical investigation the design included varying depths of existing surface milling and an overlay of new asphalt concrete.

The existing lighting system was over 20-years-old and in need of rehabilitation. New elevated LED lights were included as part of the design. The pavement markings included revising the runway designation from Runway 8-26 to Runway 9-27 to account for the magnetic declination impact.

Project Cost: \$2,300,000



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Hoyle, Tanner & Associates, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Oviedo, FL	(3) ROLE Design Engineering Services, Environmental Analysis & Document Preparation, Construction Administration Services
b.	(1) FIRM NAME Hoyle, Tanner & Associates, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Manchester, NH	(3) ROLE Design Engineering Services
c.	(1) FIRM NAME Cal-Tech Testing, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Lake City, FL	(3) ROLE Geotechnical & Materials Testing Services
d.	(1) FIRM NAME McMillen Surveying, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Williston, FL	(3) ROLE Field Survey Services
e.	(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

(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

3

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

**Taxiway B North - Construction
Lake Wales, FL**

22. YEAR COMPLETED

PROFESSIONAL SERVICES
2019

CONSTRUCTION (if Applicable)
2021

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

City of Lake Wales, FL

b. POINT OF CONTACT NAME

Amanda Lomneck

c. POINT OF CONTACT TELEPHONE NUMBER

(863) 678-0080

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

This was a dual phased airfield improvement project. Taxiway B North design was completed by Hoyle Tanner under a previous multi-taxiway, design-only project. The design and construction of Taxiway B North was intended to provide access to Runway 6-24 and improve the safety for the aircraft at the northern end of the airfield.

The new approximately 2,000 linear feet of taxiway pavement extended from Taxiway A to the Runway 17 end and included all associated drainage, lighting and signage.

Project Cost: \$906,000



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Hoyle, Tanner & Associates, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Oviedo, FL	(3) ROLE Design Engineering Services
b.	(1) FIRM NAME Hoyle, Tanner & Associates, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Manchester, NH	(3) ROLE Design Engineering Services
c.	(1) FIRM NAME Cal-Tech Testing, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Lake City, FL	(3) ROLE Geotechnical & Materials Testing Services
d.	(1) FIRM NAME McMillen Surveying, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Williston, FL	(3) ROLE Field Survey Services
e.	(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

(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**4****21. TITLE AND LOCATION (City and State)****Rehabilitate Taxiway A - Design
Stuart, FL****22. YEAR COMPLETED**PROFESSIONAL SERVICES
OngoingCONSTRUCTION (if Applicable)
2024**23. PROJECT OWNER'S INFORMATION****a. PROJECT OWNER**

Martin County, FL

b. POINT OF CONTACT NAME

Sam Carver

c. POINT OF CONTACT TELEPHONE NUMBER

(772) 221-2374

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

To improve the pavement quality for all airport users, the design of approximately 32,000 square yards of Taxiway A pavement includes all associated lighting and signage replacement, and drainage modifications. The planned rehabilitation will include mill of existing asphalt surface layer, removal of excess or placement of additional limerock base course, scarification and re-compaction of the base course, and construction of 4 inch-thick, asphalt surface course. The resulting pavement structure will meet the criteria set forth by the Federal Aviation Administration (FAA). Additionally, the project will correct all intersection radii geometry along Taxiway A to follow current FAA Advisory Circulars (ACs) 150/5300-13A design standards.

The Medium Intensity Taxiway Lights (MITLs) on the taxiway are near the end of their service life. A new light-emitting diode (LED) taxiway lighting system is being constructed for Taxiway A to include elevated L-86T(L) medium intensity, blue taxiway edge lights in bases.

Project Cost: \$7,000,000

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

a.	(1) FIRM NAME Hoyle, Tanner & Associates, Inc.	(2) FIRM LOCATION (City and State) Oviedo, FL	(3) ROLE Design Engineering Services
b.	(1) FIRM NAME Hoyle, Tanner & Associates, Inc.	(2) FIRM LOCATION (City and State) Manchester, NH	(3) ROLE Design Engineering Services
c.	(1) FIRM NAME Cal-Tech Testing, Inc.	(2) FIRM LOCATION (City and State) Lake City, FL	(3) ROLE Geotechnical & Materials Testing Services
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. 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

5

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

**North/South Taxiway Rehabilitation
Dunnellon, FL**

22. YEAR COMPLETED

PROFESSIONAL SERVICES
2016

CONSTRUCTION (if Applicable)
2016

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

Marion County, FL

b. POINT OF CONTACT NAME

Michael Grawe

c. POINT OF CONTACT TELEPHONE NUMBER

(352) 465-8545

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

The Airport's comprehensive Business and Strategic Plan outlined the demand and growth potential for aviation facilities and aircraft operations to enhance the goals and vision of the local government. However, in 2008, the Pavement Condition Index (PCI) of the North/South Taxiway was rated at a value of 29 - 57 which placed it in very poor to fair condition. This taxiway was also unlit and served as the only taxiway for both active runways. These components were the prime factors that supported this rehabilitation and lighting project. With a modification to standards approved by the FAA, the airport was able to proceed with the Full Depth Reclamation (FDR) which allowed for mixing together the existing asphalt surface and base material and adding an asphalt emulsion to the mixture to provide added stability to the new base course. This FDR project provided cost savings to the airport by eliminating the need to import P-211 limerock, as well as the cost of hauling the asphalt and base material off-site. Time-saving was also a significant factor for this project, not only because of the 40 - 50% reduction in construction time due to the utilization of reclaiming existing materials, but also due to the phasing plan implemented to keep the airport and its tenants functioning with little disruption in day-to-day operations. The reuse of existing materials also supported preservation goals and minimized material disposal in the local landfill. Further, a marked reduction in material transport was the byproduct of on-site recycling. This eliminated traffic, roadway wear and tear, as well as fuel consumption, and gas emissions by at least 80%.



Project Cost: \$1,162,100

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Hoyle, Tanner & Associates, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Oviedo, FL	(3) ROLE Design Engineering Services
b.	(1) FIRM NAME Hoyle, Tanner & Associates, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Manchester, NH	(3) ROLE Design Engineering Services
c.	(1) FIRM NAME Cal-Tech Testing, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Lake City, FL	(3) ROLE Geotechnical & Materials Testing Services
d.	(1) FIRM NAME McMillen Surveying, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Williston, FL	(3) ROLE Field Survey Services
e.	(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

(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

6

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

**U.S. Border Control & Customs Facility
Stuart, FL**

22. YEAR COMPLETED

PROFESSIONAL SERVICES
2013

CONSTRUCTION (if Applicable)
2014

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER
Martin County, FL

b. POINT OF CONTACT NAME
George Stokus

c. POINT OF CONTACT TELEPHONE NUMBER
(772) 221-2352

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

This project included the design of a 3,210 square foot, concrete block and stucco U.S. Border Control and Customs building with standing seam metal roof on pre-engineered wood trusses. This new building's design was intended to complement the existing Administration Building adjacent to this project.

Hoyle Tanner developed the conceptual and preliminary design of the facility and followed through to the completed construction. We coordinated geotechnical testing and survey at the onset of the project and coordinated the design efforts between the Airport, Martin County, the U.S. Customs and Border Patrol and the architect. Associated site work included the addition of two handicap and 14 general parking spaces, along with associated sidewalks and landscape.



Project Cost: \$1,972,000

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Hoyle, Tanner & Associates, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Oviedo, FL	(3) ROLE Design Engineering Services
b.	(1) FIRM NAME Cal-Tech Testing, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Lake City, FL	(3) ROLE Geotechnical & Materials Testing Services
c.	(1) FIRM NAME McMillen Surveying, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Williston, FL	(3) ROLE Field Survey Services
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. 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**7****21. TITLE AND LOCATION (City and State)****New T-Hangars & Taxilanes
Palm Coast, FL****22. YEAR COMPLETED**

PROFESSIONAL SERVICES

Ongoing

CONSTRUCTION (if Applicable)

Ongoing

23. PROJECT OWNER'S INFORMATION**a. PROJECT OWNER**

Flagler County, FL

b. POINT OF CONTACT NAME

Roy Sieger

c. POINT OF CONTACT TELEPHONE NUMBER

(386) 437-0401

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

The Hoyle Tanner design team prepared the design and permitting for three new T-Hangar buildings at Flagler Executive Airport. These new T-Hangars will assist the airport in meeting the high demand for hangar space by providing a total of 42 new individual units.

The engineer's design included equipping one of the new units with men's and women's restroom facilities. Extensive utility requirements for the new T-Hangars consisted of water, wastewater and power as extension from Aviation Drive to the hangar site. New taxilanes were designed for aircraft access to Taxiways A and G. Additionally, vehicle roadway was provided for tenant access.

Project Cost: \$6,500,000

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

a.	(1) FIRM NAME Hoyle, Tanner & Associates, Inc.	(2) FIRM LOCATION (City and State) Oviedo, FL	(3) ROLE Design Engineering Services & Construction Management Services
b.	(1) FIRM NAME Hoyle, Tanner & Associates, Inc.	(2) FIRM LOCATION (City and State) Manchester, NH	(3) ROLE Design Engineering Services
c.	(1) FIRM NAME Cal-Tech Testing, Inc.	(2) FIRM LOCATION (City and State) Lake City, FL	(3) ROLE Geotechnical Services & Materials Testing
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. 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

8

21. TITLE AND LOCATION (City and State)

**Taxiway B & D - Design & Construction
Ormond Beach, FL**

22. YEAR COMPLETED

PROFESSIONAL SERVICES
2022

CONSTRUCTION (if Applicable)
2022

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

City of Ormond Beach, FL

b. POINT OF CONTACT NAME

Steven Lichliter

c. POINT OF CONTACT TELEPHONE NUMBER

(386) 615-7019

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

To improve the pavement quality for all airport users, approximately 12,500 square yards of Taxiway B and D pavement needed to be reconstructed. The weighted PCI for Taxiway D and Taxiway B was rated in 2019 as 38. This falls in the "Very Poor" condition range. Existing rutting and raveling justified the need for a full-depth reconstruction to correct deficiencies in the base course. Additionally, the corporate hangars located along Taxiway D are within its safety area. Furthermore, currently Taxiway D does not meet B-II Object Free Area design standards due to the proximity of the adjacent hangars. Taxiway D's centerline was realigned so that safety criteria is now met. The new pavement structure can support the airport fleet mix including business jet aircraft for Design Group II Approach Category B Service Capacity consistent with the approved Master Plan. This includes all associated lighting and signage replacement, as well as drainage modifications.

The project also corrected intersection radii geometry along the taxiways to follow current FAA AC 150/5300-13 design standards. Lastly, the Medium Intensity Taxiway Lights (MITLs) on the taxiways were near the end of their service life. A new LED taxiway lighting system was constructed for Taxiways B and D to include elevated L-86T(L) medium intensity blue taxiway edge lights in bases.

Project Cost: \$2,550,000



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Hoyle, Tanner & Associates, Inc.	Oviedo, FL	Design Engineering Services & Construction Management Services
b.	Hoyle, Tanner & Associates, Inc.	Manchester, NH	Design Engineering Services
c.	Cal-Tech Testing, Inc.	Lake City, FL	Geotechnical Services & Materials Testing
d.			
e.			

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

9

21. TITLE AND LOCATION (City and State)

**Automated Weather Observation System (AWOS) Replacement
Ormond Beach, FL**

22. YEAR COMPLETED

PROFESSIONAL SERVICES
2023

CONSTRUCTION (if Applicable)
2023

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

City of Ormond Beach, FL

b. POINT OF CONTACT NAME

Joyce Shanahan

c. POINT OF CONTACT TELEPHONE NUMBER

(386) 676-3200

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

The existing Automated Weather Observation System (AWOS) is located to the east of the intersection of Taxiways B and D, in an area of high rotary-wing activity. The current location creates a hazard to rotary-wing operations. Additionally, the AWOS system as it exists does not provide 24/7 weather information, as it is not coordinated with ATC tower systems. AWOS services are thus disabled during those hours when the ATC tower is in operation. Also, according to FAA Order 6560.20C, at an airport with visual and/or non-precision instrument runways, the preferred siting of the AWOS cloud height, visibility, and wind sensors is adjacent to the primary runway 1,000' to 3,000' down the runway from the threshold. The primary runway is the runway with the lowest instrument approach minimums. Runway 9 is the runway with the lowest minimums. Therefore, relocating the AWOS to a location adjacent to Runway 9 and within 1,000 to 3,000 feet from the threshold is recommended. Currently the site location of the AWOS is outside of the FAA siting criteria when accounting for the future Runway 9 threshold extension.

The project will consist of the installation of an AWOS-III Pressure/Temperature (P/T). The AWOS-III P/T system provides the pilot with altimeter setting and wind data, plus temperature, dewpoint, density altitude, visibility, cloud ceiling height, precipitation type, and thunderstorm information. The new location will eliminate the risk to rotary-wing aircraft and the new AWOS will be available 24/7 for pilots to access critical weather information prior to arriving or departing from OMN.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
	Hoyle, Tanner & Associates, Inc.	Oviedo, FL	Design Engineering Services & Resident Engineering
b.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
	Hoyle, Tanner & Associates, Inc.	Manchester, NH	Design Engineering Services
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. 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

10

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

**Airport Fuel Farm Rehabilitation
Lake Wales, FL**

22. YEAR COMPLETED

PROFESSIONAL SERVICES

Ongoing

CONSTRUCTION (if Applicable)

Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

City of Lake Wales, FL

b. POINT OF CONTACT NAME

Amanda Lomneck

c. POINT OF CONTACT TELEPHONE NUMBER

(863) 678-0080

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

The Lake Wales Municipal Airport (X07) owns two 10,000-gallon fuel tanks. One tank contains 100 Octane Low Lead (LL) fuel or Avgas and the other tank contains Jet A fuel; both tanks provide self-serve fuel to the public. The existing fuel farm is located north of Taxiway A and east of the FBO Building. The existing fuel tanks have exceeded their useful life and needed to be decommissioned, placed out of service and replaced with new tanks and containment system. The tanks do not have an adequate sump fuel recovery system and the sump pumps are not located at grade level. The payment method is cumbersome and often out of service. Hoyle Tanner was tasked with the complete design, permitting, and construction of the new airport fuel farm. The new 12,000-gallon tanks were designed to meet all current federal, state and local regulations including but not limited to FAA Order 1050.15, Fuel Storage Tanks at FAA Facilities, and EPA regulations, 40 CFR parts 112, 280, and 281. The complete turn-key facility will allow users to obtain their fuel safely and more efficiently.

Project Cost: \$1,052,000



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Hoyle, Tanner & Associates, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Oviedo, FL	(3) ROLE Design Engineering Services & Construction Management Services
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

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.2.

Meeting Date: January 22, 2024

From: Maria Hritz, Senior Buyer

Subject: Purchase request by Fleet Services for the purchase of one (1) new sewer jetter with vacuum.

Staff Recommendation:

Staff recommends awarding Invitation for Bid (IFB) 240401 and approval of the purchase request to Southern Sewer Equipment Sales for an amount of \$242,413.00.

Analysis:

The purpose of this purchase request is to purchase a new side loading refuse truck to replace an existing unit. This truck is used for operations and maintenance of utility lines, e.i. cleaning and maintaining.

Procurement Analysis:

On December 19, 2023, the Procurement Division issued Invitation for Bid (IFB) 240401. On January 12, 2024, the City received two (2) responses from 2 commercial truck dealers.

Summary of Bid Responses:

- Southern Sewer Equipment Sales - \$242,413.00
- Texas Underground - \$266,436.00

Following a review of all bid responses, the Procurement Division has deemed the offer from Southern Sewer Equipment Sales to be responsive. Fleet Services has reviewed the bid response and confirms the equipment bid by Southern Sewer Equipment Sales meets all technical requirements as specified in the Solicitation package.

Options:

1. Award the IFB and approve the purchase from Southern Sewer Equipment Sales for \$242,413.00; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.1.

Meeting Date: January 22, 2024

From: Sandra Wilson, (Housing Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida approving the Second Amendment to Agreement for Section 8 Project-Based Voucher Program between Lake County Government and the City of Leesburg for Two (2) years through July 31, 2025; and providing an effective date. (Mispah Simmons Apartment Complex)

Staff Recommendation:

Staff recommends approval of the second amendment to the agreement for the Section 8 Project-Based Voucher Program.

Analysis:

This is the second amendment to extend the HUD Section 8 Project-Based Voucher Program for the Mispah Simmons Apartment Complex. The agreement will be extended retroactively from August 1, 2023, through July 31, 2025. There is no rent increase associated with this extension.

Procurement Analysis:

N/A

Options:

1. Approve as presented; or
2. Propose changes to be negotiated with the Lake County Board of County Commissioners; or
3. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Account No. 013-0000-326-1006

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA APPROVING THE SECOND AMENDMENT TO AGREEMENT FOR
SECTION 8 PROJECT-BASED VOUCHER PROGRAM BETWEEN LAKE
COUNTY GOVERNMENT AND THE CITY OF LEESBURG FOR TWO (2)
YEARS THROUGH JULY 31, 2025; AND PROVIDING AN EFFECTIVE DATE.
(MISPAH SIMMONS APARTMENT COMPLEX)**

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

THAT the Mayor and City Clerk are hereby authorized to execute the Second Amendment to an agreement between the Lake County Board of County Commissioners and the City of Leesburg for the HUD Section 8 Project-Based Voucher Program for the Mispah Simmons Apartment Complex.

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 22nd day of January 2024.

Mayor

ATTEST:

City Clerk

EXHIBIT A
IDENTIFICATION OF UNITS BY SIZE,
APPLICABLE CONTRACT RENTS, AND
EFFECTIVE DATE

Property Location: 2212 MISPAH AVE AND 2213 SIMMONS AVE, LEESBURG FL 34748

Legal Description: Parcel ID No. 22-19-24-000200006500

Property Address: 2212 MISPAH AVE, LEESBURG FL 34748

Parcel I:

That part of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 22, Township 19 South, Range 24 East, Lake County, Florida, in the City of Leesburg, Florida, bounded and described as follows: From the Northeast corner of the Northwest $\frac{1}{4}$ of said Section 22, run West 1065 feet; thence South 891 feet to the Point of Beginning of this description: from said Point of Beginning, run North 226 feet; thence West 130 feet; thence South 226 feet; thence East 130 feet to the Point of Beginning, LESS that part thereof conveyed to the City of Leesburg by deed recorded in Official Records Book 892, Page 16, Public Records of Lake County, Florida.

Parcel ID No. 22-19-24-000200004600

Property Address: 2213 SIMMONS AVE, LEESBURG FL 34748

Parcel II:

The South 228 feet of the North 663 feet of the West 120 feet of the East 1185 feet of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 22, Township 19 South, Range 24 East, Lake County, Florida; LESS the North 17.5 feet for road right-of-way as shown on that deed recorded in Official Records Book 1006, Page 2470, Public Records of Lake County, Florida.

<u>Number of Contract Units</u>	<u>Number of Bedrooms</u>	<u>Contract Rent</u>
6	2	\$750* \$1,000
6	3	\$850* \$1,100

*Rents were increased in 2021 to \$850 for 2-bdrm, and \$950 for 3-bdrm.

None of the units are specified mobility units. However, any of the units contracted can be modified at the renter's expense.

The following lists of units are assigned PBV units:

2BR: 2212, 2214, 2216, 2218, 2220, 2222 --Mispah Ave. (3 bedrooms)

3BR: 2213, 2215, 2217, 2219, 2221, 2223--Simmons Ave. (2 bedrooms)

26. ENTIRE AGREEMENT; INTERPRETATION

- a. The HAP contract, including the exhibits, is the entire agreement between the PHA and the owner.
- b. The HAP contract must be interpreted and implemented in accordance with all statutory requirements, and with all HUD requirements, including amendments or changes in HUD requirements during the term of the HAP contract. The owner agrees to comply with all such laws and HUD requirements.

EXHIBIT B: Description of housing, including:

The project site is located at Mispah-Simmons Apartments, 2212 Mispah Ave., and 2213 Simmons Ave., Leesburg, FL 34748.

The total number of units in project covered by this Agreement is twelve (12).

The following buildings and apartments are the location of contract units on site:

- Building 1—Apartment 2212, 2214, 2216
- Building 2—Apartment: 2218, 2220, 2222
- Building 3—Apartment: 2213, 2215, 2217
- Building 4—Apartment: 2219, 2221, 2223

The number of contract units by area (size) and number of bedrooms and bathrooms are as follows:

- There are six (6) two-bedroom, one bath units that are 651 square feet.
- There are six (6) three-bedroom, 1 bath units that are 780 square feet.

The services, maintenance, or equipment to be supplied by the owner without charges are as follows:

- Ranges and Refrigerators
- Air-conditioned units
- Cable Connections
- Trash Collection
- Lawn Maintenance
- Off-Street Parking
- Window Coverings
- Recycling — The City of Leesburg no longer does trash recycling.
- Extermination Schedule
- Air Conditioner Filters
- Storage Units — There are no storage units provided with the units.
- Supportive Services (Exhibit H)

Exhibit C

Utilities and Appliances

The owner shall provide or pay for the utilities and appliances indicated below by an "O". The tenant shall provide or pay for the utilities and appliances indicated below by a "T". Unless otherwise specified below, the owner shall pay for all utilities and appliances provided by the owner. The utility responsibilities do not change except through a formal amendment of the contract.

Item	Specify Fuel Type	Provided By	Paid By
Heating	☐ Natural Gas ☐ Bottle Gas ☐ Oil ☒ Electric ☐ Coal ☐ Other	O	T
Cooking	☐ Natural Gas ☐ Bottle Gas ☐ Oil ☒ Electric ☐ Coal ☐ Other	O	T
Water Heating	☐ Natural Gas ☐ Bottle Gas ☐ Oil ☒ Electric ☐ Coal ☐ Other	O	T
Other Electric		O	T
Water	Tenant is responsible.	O	T
Sewer	Tenant is responsible.	O	T
Trash Collection	Tenant is responsible.	O	T
Air Conditioning		O	T
Refrigerator		O	T
Range/Microwave		O	T
Other (specify)		O	T

Signatures:

Public Housing Agency

Lake County Housing Authority

Print or Type Name of HA

Signature

Cheryl Howell, Housing director

Print or Type Name and Title of Signatory

Date (mm/dd/yy)

Owner

City of Leesburg

Print or Type Name of Owner

Signature

Print or Type Name and Title of Signatory

Date (mm/dd/yy)

Mail Payments To:

Name

Address

City, State, ZIP

EXHIBIT H

SUPPORTIVE (WRAP-AROUND) SERVICES

In accordance with the Housing Authority's Administrative Plan for the Project-Based Voucher Program, supports services will be provided to at least one member of the household. Supportive services will be provided by the staff of the City of Leesburg Housing Department or by other qualified individuals, in accordance with the guidelines outlined in the program.

Supportive services include, but are not limited to, the following:

- Program orientation
- Landlord/Tenant Rights and Responsibilities
- Setting Career Goals
- Life Skills Training
- Homeownership and Home Maintenance Process
- Energy Conservation Techniques
- Money Management
- GED Preparation
- Vocational Assessments
- Technology Assessments
- Job Placement
- Vocational Training

Quarterly reports will be submitted to Lake County Housing and Community Services on the 15th of the first month following the end of each quarter. Reports will include:

- Head of Households name
- Address
- Name of attendee
- Title of services/program attended
- Date of attendance

Households that have not participated in any wrap-around services available should be included in the reporting schedule.

A description of wrap-around services offered should be forwarded with reporting for quality assurance along with advertisements of services, schedule, and information related to the credentials of the training providers.

**SECOND AMENDMENT
TO AGREEMENT FOR
SECTION 8 PROJECT BASED VOUCHER PROGRAM
WITH THE CITY OF LEESBURG**

This Second Amendment to the Section 8 Project Based Voucher Program, (PBV) Housing Assistance Payments (HAP) Contract Existing Housing Part I of the HAP Contract between Lake County, Florida, a political subdivision of the State of Florida (COUNTY), by and through its Board of County Commissioners, and the **City of Leesburg**, a municipal corporation organized under the laws of the State of Florida (Sub-Recipient).

WITNESSETH:

WHEREAS, on August 1, 2014, the parties entered into an Agreement for housing assistance payments for the Mispah/Simmons apartment complex, under the U.S. Department of Housing and Urban Development (HUD) Section 8 PBV, which expired on July 31, 2019; and

WHEREAS, on September 29, 2020, the parties entered a 1st amendment to extend the terms of the original agreement for an additional four (4) years through July 31, 2023; and

WHEREAS, the COUNTY and the Sub-Recipient want to extend the term of the agreement; and

WHEREAS, executing this amendment is in the best interests of the parties and the residents of Lake County.

THEREFORE, the parties agree as follows:

Section 1. Legal Findings of Fact. 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 Resolution upon adoption hereof.

Section 2. Term. The term of the Agreement is hereby extended retroactively from August 1, 2023 through July 31, 2025.

Section 3. Scope of Amendment. All other provisions of the original Agreement as amended or modified will remain in full force and effect. Exhibits A, B, C & H have also been amended to reflect clarification and changes related to services provided.

IN WITNESS WHEREOF, the parties through their duly authorized representatives have signed this Second Amendment on the dates under each signature.

CITY OF LEESBURG, FLORIDA

ATTEST:

City Clerk

This _____ day of _____ 2024.

Approved as to form and legality:

City Attorney

LAKE COUNTY, FLORIDA, through its
BOARD OF COUNTY COMMISSIONERS

ATTEST:

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

Kirby Smith, Chairman

This ____ day of _____, 2024.

Approved as to form and legality:

Melanie Marsh
County Attorney

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.2.

Meeting Date: January 22, 2024

From: Andi Purvis, (City Clerk)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, ratifying the appointment of Corporal John Sommersdorf as the "Fifth Member" of the Leesburg Police Officers' Pension Board for a four-year term to expire December 31, 2027; and providing an effective date.

Staff Recommendation:

Staff recommends the Commission ratify the appointment of the "Fifth Member" to the Leesburg Police Officers' Pension Board.

Analysis:

The Leesburg Police Officers' Pension Board appointed Corporal John Sommersdorf in 2016 as its "Fifth Member". Corporal Sommersdorf has expressed a desire to remain on the pension board. The Board made a motion, passed unanimously, at its December 2023 meeting, to select Corporal John Sommersdorf to continue as its "Fifth Member" for a term to expire December 31, 2027.

Section 3 of the Board of Trustees plan document states once the trustees select the "Fifth Member", his/her name is presented to the Commission for ratification of the appointment "as a ministerial act".

At this time the Board composition is:

APPOINTED BY	MEMBER NAME	TERM ENDS
LPD Pension Members	Benjamin Lensant	December 2027
LPD Pension Members	Nick Romanelli	December 2026
City Commission	William "Bud" Bowlin	December 2027
City Commission	Tom Brown	December 2026
Joint (By the Pension Board)	John Sommersdorf	December 2027

Procurement Analysis:

N/A

Options:

1. Ratify the appointment of a member to the Leesburg Police Officers' Pension Board; 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, RATIFYING THE APPOINTMENT OF CORPORAL JOHN
SOMMERSDORF AS THE "FIFTH MEMBER" OF THE LEESBURG POLICE
OFFICERS' PENSION BOARD FOR A FOUR-YEAR TERM TO EXPIRE
DECEMBER 31, 2027; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the City Commission hereby ratifies the appointment of Corporal John Sommersdorf as the "Fifth Member" of the Police Officers' Pension Trustee Board for a four-year term, with said term to expire December 31, 2027.

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 22nd day of January 2024.

Mayor

ATTEST:

City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.3.

Meeting Date: January 22, 2024

From: Andi Purvis, (City Clerk)

Subject: Resolution of the City Commission of the City of Leesburg, Florida appointing one member to the Leesburg Firefighters' Retirement Plan Board of Trustees; and providing an effective date.

Staff Recommendation:

Staff recommends the appointment of one member to the Leesburg Municipal Firefighters' Board of Trustees.

Analysis:

The Leesburg Municipal Firefighter's Trustee Board consists of five regular members, of which two members are City appointed positions.

Mr. William Middlemiss, current trustee, was appointed to the Board of Trustees in 2022 to fill a remaining vacant position expiring December 31, 2023. Mr. Middlemiss has expressed a desire to continue in his current seat and has submitted an application for reappointment.

Public notice seeking citizens willing to serve on the board was published in the Daily Commercial newspaper on November 26 and December 10, 2023, the Triangle News Leader on December 6, 2023, as well as posted on the City's website and social media platforms.

No other applications were received.

Procurement Analysis:

N/A

Options:

1. Appoint one member to the Leesburg Municipal Firefighters' Board of Trustees; 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 APPOINTING ONE MEMBER TO THE LEESBURG
FIREFIGHTERS' RETIREMENT PLAN BOARD OF TRUSTEES; AND
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Section 6.2 (A) of the City of Leesburg Firefighters' Retirement Plan - "Appointment of the Retirement Committee" provides for the election/selection of five (5) persons to serve on the Board of Trustees, a/k/a Retirement Committee; and

WHEREAS, the Policy for Election of Board of Trustees approved September 14, 2011, directs that two residents who are legal residents of the City of Leesburg are to be appointed by the City Commission; and

WHEREAS, it is also necessary for the City Commission to appoint a legal resident of the City of Leesburg to serve a two-year term for the period beginning January 1, 2024, and ending December 31, 2025;

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

THAT the City Commission hereby appoints _____ for a two-year term as Trustee to the Board of Trustees of the City of Leesburg Municipal Firefighters' Retirement Plan, ending December 31, 2025;

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 22nd day of January 2024.

Mayor

ATTEST:

City Clerk

City of Leesburg
Appointed Boards & Commission Application

Date: 01/10/2024

Name: William Middlemiss Home Phone: 978-302-3489

Mailing Address:
27106 Roanoke Dr, Leesburg FL 34748

Home Address:
27106 Roanoke Dr, Leesburg

Business Name & Type:
Retired

Business Address:

Business telephone number: ext.

Position: Leesburg Fire Pension Board

Education, Training or Experience related to the activities of the Advisory Body
to which appointment is sought:

Currently sit on this Board applying for re-appointment

Have participated and attend FPPTA conference for pension board members.

Professional Organizations/Memberships:
Massachusetts Fire Chiefs Association

Have you served on a city board or committee in the past? Yes

If yes, Dates Served current

Name of Board or committee:

Library Board Historic Preservation Board Planning Commission

Greater Leesburg CRA Carver Heights & Vicinity CRA

☒ Fire Department Pension Board of Trustees General Employees Retirement Board of Trustees

Police Department Pension Board of Trustees Other(Specify):

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

William Middlemiss

Signature of Applicant

01/10/2024

Date

Return to: City Clerk's Office City of Leesburg P.O. Box 490630 Leesburg, FL, 34739-0630

PRINT ONLY For information of how to use this form, Contact: City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.4.

Meeting Date: January 22, 2024

From: Cliff Kelsey, (Public Works Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to grant a utility easement to Duke Energy Florida, LLC., to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers in support of the Turnpike Wastewater Treatment Facility Phase II Expansion Project; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the resolution authorizing a utility easement to Duke Energy to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers in support of the Turnpike Wastewater Treatment Facility Phase II Expansion Project.

Analysis:

As part of the Turnpike Wastewater Treatment Facility Phase II Expansion Project, Duke Power is required to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines in order to provide electrical power to new plant equipment. In order to reduce costs associated with running new electrical utilities and to enable the perpetual maintenance thereof, an easement is being recommended at the most economically feasible point.

Procurement Analysis:

N/A

Options:

1. Authorize execution of a utility easement with Duke Energy Florida, LLC.; or,

2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The cost for Duke Energy Florida, LLC., to execute the utility easement is \$1.00.

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO GRANT A UTILITY EASEMENT TO DUKE ENERGY FLORIDA, LLC., TO CONSTRUCT, RECONSTRUCT, OPERATE, PATROL, MAINTAIN, REPAIR, REPLACE, RELOCATE, ADD TO, MODIFY, AND REMOVE ELECTRIC AND COMMUNICATION LINES INCLUDING, BUT NOT LIMITED TO, ALL NECESSARY SUPPORTING STRUCTURES, AND ALL OTHER APPURTENANT APPARATUS AND EQUIPMENT FOR THE TRANSMISSION AND DISTRIBUTION OF ELECTRICAL ENERGY, AND FOR TECHNOLOGICAL PURPOSES RELATED TO THE OPERATION OF THE ELECTRIC FACILITIES AND FOR THE COMMUNICATION PURPOSES OF INCUMBENT LOCAL EXCHANGE CARRIERS IN SUPPORT OF THE TURNPIKE WASTEWATER TREATMENT FACILITY PHASE II EXPANSION PROJECT; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with Duke Energy Florida, LLC., whose address is Post Office Box 14042, St. Petersburg, Florida 33733, construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers in support of the Turnpike Wastewater Treatment Facility Phase II Expansion Project.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 22nd day of January 2024.

Mayor

ATTEST:

City Clerk

Prepared by: Duke Energy Florida, LLC
Return To: Duke Energy Florida, LLC
Attn: Harley Sanwick
2166 Palmetto St
Mail Code: CW Eng
Clearwater, Florida 33765

Parcel # 17-20-24-0001-000-00100;
ALTKEY 1038413

1600 CR 470
Leesburg, FL 34748

EASEMENT

State of Florida
County of Lake

THIS EASEMENT (“**Easement**”) is made this ____ day of _____ 2024, from **THE CITY OF LEESBURG**, a Florida municipal corporation (“**Grantor**”, whether one or more), to **DUKE ENERGY FLORIDA, LLC**, a Florida limited liability company, Post Office Box 14042, St. Petersburg, FL 33733 (“**Grantee**”).

Grantor, for and in consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Grantee a perpetual easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers (collectively, “**Facilities**”).

Grantor is the owner of that certain property described in Exhibit A, attached hereto and by this reference made a part hereof (“**Property**”).

The Facilities may be both overhead and underground and located in, upon, over, along, under, through, and across a portion of the Property within an easement area described as follows:

A strip of land ten feet (10') in uniform width, lying equidistant on both sides of a centerline, which centerline shall be established by the center of the Facilities as installed, (hereinafter referred to as the “**Easement Area**”).

The rights granted herein include, but are not limited to, the following:

1. Grantee shall have the right of ingress and egress over the Easement Area, Property, and any adjoining lands now owned or hereinafter acquired by Grantor (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).
2. Grantee shall have the right to trim, cut down, and remove from the Easement Area, at any time or times and using safe and generally accepted arboricultural practices, trees, limbs, undergrowth, other vegetation, and obstructions.
3. Grantee shall have the right to trim, cut down, and remove from the Property, at any time or times and using safe and generally accepted arboricultural practices, dead, diseased, weak, dying, or leaning trees or limbs, which, in the opinion of Grantee, might fall upon the Easement Area or interfere with the safe and reliable operation of the Facilities.
4. Grantee shall have the right to install necessary guy wires and anchors extending beyond the boundaries of the Easement Area.
5. Grantee shall have the right to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening, or alterations.
6. Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within or adjacent to the Easement Area, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such structure, improvement, facility, or obstruction at the expense of Grantor.
7. Excluding the removal of vegetation, structures, improvements, facilities, and obstructions as provided herein, Grantee shall promptly repair or cause to be repaired any physical damage to the surface area of the Easement Area and Property resulting from the exercise of the rights granted herein to Grantee. Such repair shall be to a condition which is reasonably close to the condition prior to the damage, and shall only be to the extent such damage was caused by Grantee or its contractors or employees.
8. Grantee may increase or decrease the voltage and change the quantity and types of Facilities.
9. The rights granted in this Easement include the right to install Facilities wherever needed on the Property to serve future development on the Property and adjoining lands. Portions of the Facilities may be installed immediately and other portions may be installed in the future as the need develops. Facilities installed in the future shall be installed at locations mutually agreeable to the parties hereto if they are to be located outside of the Easement Area. Upon any future installations of Facilities at mutually agreed locations, the Easement Area shall be deemed to include such future locations.
10. All other rights and privileges reasonably necessary, in Grantee's sole discretion, for the safe, reliable, and efficient installation, operation, and maintenance of the Facilities.

The terms Grantor and Grantee shall include the respective heirs, successors, and assigns of Grantor and Grantee. The failure of Grantee to exercise or continue to exercise or enforce any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time, or from time to time, to exercise any and all such rights.

TO HAVE AND TO HOLD said rights, privilege, and easement unto Grantee, its successors, licensees, and assigns, forever. The rights and easement herein granted are exclusive as to entities engaged in the provision of electric energy service. Grantor warrants and covenants that Grantor has the full right and authority to convey to Grantee this perpetual Easement, and that Grantee shall have quiet and peaceful possession, use and enjoyment of the same.

IN WITNESS WHEREOF, Grantor has signed this Easement under seal effective this ____ day of _____, 2024.

Witnesses:

THE CITY OF LEESBURG
a Florida corporation

(Witness #1)

Printed Name and Title

Printed Name: _____
Address: _____

(Witness #2)

Grantor(s) Mailing Address:

Printed Name: _____
Address: _____

PO Box 490630
Leesburg, Florida 34749

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2024 by _____, _____ on behalf of the THE CITY OF LEESBURG, a Florida municipal corporation, on behalf of the corporation who is personally known to me or has produced _____ as identification.



Notary Public: _____

Printed/ Typed Name: _____

Commission Expires: _____

This instrument prepared by Manny R. Vilaret, Esquire, 10901 Danka Circle Suite C, St. Petersburg, FL 33716.

EXHIBIT A

The Southeast 1/4; the East 1/2 of the Southwest 1/4; the South 1/2 of the Northwest 1/4 of the Southwest 1/4 and the Northeast 1/4 of the Northwest 1/4 of the Southwest 1/4, all in Section 16, Township 20 South, Range 24, East, in Lake County, Florida, LESS the right of way for County Road 470.

Parcel No. 2

That part of the Southwest 1/4 of the Northwest 1/4 lying Southwesterly of County Road 470, and the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 16, Township 20 South, Range 24 East, in Lake County, Florida. And, the Northeast 1/4, less all that part of the Northeast 1/4 of the Northeast 1/4 lying Northeasterly of County Road #470, also less the right of way of County Road #470; that part of the North 1/2 of the Southeast 1/4 lying Northeasterly of the right of way of the Sunshine State Parkway; and the North 1/2 of the Northwest 1/4 lying Northeasterly of the right of way of the Sunshine State Parkway, less the right of way of County Road 470; all in Section 17, Township 20 South, Range 24 East, in Lake County, Florida.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.5.

Meeting Date: January 22, 2024

From: Robert Thilmony, (Gas Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Gas Service Agreement between the City of Leesburg and TLC Hodges Reserve, LLC, regarding offsite development for the provision of natural gas service to the development known as Hodges Reserve; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Resolution authorizing the Mayor and City Clerk to execute a gas service agreement between the City of Leesburg and TLC Hodges Reserve, LLC.

Analysis:

The City of Leesburg is agreeing to provide natural gas service to TLC Hodges Reserve, LLC, for the development known as Hodges Reserve Offsite, pursuant to the terms of the Gas Service Agreement. The Hodges Reserve Offsite Project is only for 6" main gas line extension to feed Phases 1, 2 and 3 of upcoming projects fully funded by Hodges Reserve, LLC.

Procurement Analysis:

N/A

Options:

- 1) Approve the Gas Service Agreement with Hodges Reserve, LLC, or :
- 2) Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Developer will place construction funds totaling \$230,075.35 in an escrow account sufficient to fully fund the project. A budget adjustment will be processed to add these funds to the current budget.

Account No. 042-0000-223-3100
WF No. WF1538606

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY
CLERK TO EXECUTE A GAS SERVICE AGREEMENT BETWEEN THE
CITY OF LEESBURG AND TLC HODGES RESERVE, LLC, REGARDING
OFFSITE DEVELOPMENT FOR THE PROVISION OF NATURAL GAS
SERVICE TO THE DEVELOPMENT KNOWN AS HODGES RESERVE;
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 and directed to execute a Gas Service Agreement between the City of Leesburg and TLC Hodges Reserve, LLC, regarding offsite development for the provision of natural gas service to the development known as Hodges Reserve.

THIS RESOLUTION shall take effect upon its passage and adoption according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 22nd day of January, 2024.

THE CITY OF LEESBURG, FLORIDA

James A. Burry, Jr., Mayor

ATTEST:

J. Andi Purvis, City Clerk

GAS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2023 by and between the City of Leesburg, Florida, a municipal corporation organized under the laws of the State of Florida, located at 501 W. Meadow Street, Leesburg, Florida, 34748, (hereinafter referred to as “City”), and Hanover Capital Partners LLC, 605 Commonwealth Ave. Orlando Florida 32803 (hereinafter jointly referred to as “Owner”), sometimes collectively referred to as “Party” or “Parties”.

WITNESSETH:

WHEREAS, Owner is the current owner of the following real property located in Leesburg, Lake County, Florida (the “Property”):

See Schedule “A” attached hereto

Parcel Identification Number(s): 31-20-25-0004-000-2400, 31-20-25-0004-000-2800, 32-20-25-0003-000-0900

WHEREAS, development of the Property has been authorized in accordance with the master plan on file with the City for “Hodges Reserve Offsite” (the “Development”); and

WHEREAS, Section 22-7 of the Code of Ordinances of the City of Leesburg, Florida, requires that Owner utilize natural gas in connection with development of the Property; and

WHEREAS, the City has agreed to provide natural gas service to the Property under the terms and conditions set forth below.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, City and Owner do agree as follows:

1. The City shall, subject to the provisions of this Agreement, supply natural gas service which shall include main, service and meter installations, to the Property. Owner shall be responsible for installing and connecting all natural gas appliances to the outlet of City gas meters. A map of the

Development is attached hereto as Exhibit “B” and by reference is made a part hereof. City shall provide such natural gas service from the supply line, including the gas meter.

2. Owner shall ensure that not less than eighty percent (80%) of the planned (423) units within the Development are equipped with:

A. A natural gas water heater, and a natural gas furnace or Hydro-heat; or

B. A natural gas water heater, and natural gas stove, and natural gas dryer.

3. The Parties understand that the City is relying upon the assurances from Owner as the primary consideration for the execution of this Agreement.

4. The Owner is obligated to pay the full cost of the infrastructure required to serve the Property and the cost of the services, meters, appurtenances and installation, which will be performed by the City. The Owner’s estimated costs of the infrastructure to be funded by Owner as set forth below, is Two Hundred and Thirty Thousand and Seventy Five dollars and Thirty Five cents (\$230,075.35). Fifteen (15) days prior to construction, Owner shall place in escrow with the City, funds equal to that estimate to be used to pay for the construction as it proceeds. Notwithstanding inclusion of this estimate herein, Owner shall be obligated to pay the full cost of the infrastructure required to serve the Development and Property.

5. The City will contract for, or at its option, have done by in house personnel, the actual installation of the infrastructure. The City will follow all legal requirements for bidding and award of the contract. If at any time the City reasonably anticipates that the cost of construction will exceed the original estimate, it shall notify Owner in writing as soon as practicable. In turn, Owner shall within 15 days of such notice, place into the escrow account an amount sufficient to cover the increased costs of the construction. If Owner fails to place the additional funds into the escrow account, the City at its option may halt construction of the infrastructure until Owner deposits the additional funds, together with any other costs incurred as a result of the cessation of construction, into the escrow account.

6. The City shall both own and maintain the natural gas system on the Property up to and including the natural gas meter. The natural gas system from the outlet of the gas meter to the appliance

utilizing the natural gas shall be maintained by the Owner and Owner's heirs, successors, or assigns. Notwithstanding anything to the contrary contained herein, to the extent the natural gas system owned and maintained by the City or any part thereof is damaged as a result of the acts, conduct, or failure to act of Owner and/or Owner's agents, employees, representatives, members, managers, shareholders, officers, directors, tenants, contractors, laborers, or material suppliers, or in the event of any deviation from standard service to any existing or proposed natural gas infrastructure occurs, then Owner shall be responsible for paying for all costs, charges, and expenses whatsoever associated with any repairs, reconstruction, and replacements to the natural gas system, including but not limited to, all costs of gas loss resulting from the damage.

7. The Owner shall grant to the City all easements needed to install, operate, maintain, repair, and replace the natural gas pipelines on the Property, including minimum five foot (5') side lot easements, and shall dedicate or otherwise convey those easements to the perpetual use of the City and its successors in interest for the purpose of laying, installing, operating, maintaining, repairing and replacing the natural gas pipelines. In addition, the Owner shall provide a location and easement, agreed to by the City for the purpose of installation, maintenance, repair, and replacement of any necessary regulator stations and all associated equipment on the Property.

8. The Owner shall locate natural gas service meters on the side of each building in a manner to allow for two buildings to be serviced by one service line wherever possible. The City may require that these services be located on the same side of the building as the electric or water service.

9. The City shall bear responsibility for installing all gas piping and other gas infrastructure, up to and including the meters, necessary to supply the natural gas service reflected in this Agreement. Owner and City will share trench space, which will be dug by the Owner's water and or electric utility contractor at no charge to the City. Each unit within the Development will be individually metered.

10. The City shall provide, when requested, individual residential unit hookups to the natural gas system within the Development. The City shall ensure that such service is provided at the same rates

and on the same terms as those provided to other natural gas customers of the City within a comparable service area. The Parties understand that any and all hookup fees, meter charges and impact fees shall be paid by the residential customers at the time service is hooked up to the home.

11. Owner agrees to pay any and all costs that City incurs in the collection of any unpaid reimbursement fees from Owner, including reasonable attorney's fees and court costs and any attorney fees and costs for appellate proceedings, efforts to collect any judgment entered in favor of the City, and in any proceedings in receivership, bankruptcy or insolvency.

12. If the developer fails to pay the funds required under this Agreement or otherwise defaults under the terms of this agreement, the City is not obligated to install the natural gas infrastructure in the development, may discontinue installation and may terminate this Agreement. In addition, the City may suspend issuance of any and all permits for construction on the Property or within the Development until such time as Owner has paid the amount due and the natural gas service Agreement has been reinstated.

13. The Parties agree that 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. The parties agree that in the event of any litigation arising out of or otherwise related to this Agreement, venue shall lie only in a state court of competent jurisdiction in Lake County, Florida.

14. The Parties understand and agree that this Agreement sets forth the entire understanding between the parties and supersedes and takes precedence over any and all prior negotiations, representations and agreements, oral or written, all of which are deemed to have merged into this Agreement and to have been extinguished thereby, except to the extent they are specifically set forth herein. Each party warrants, for the benefit and reliance of the other, that it has not entered into this Agreement in reliance on or on the basis of any promise, undertaking, representation or agreement of the other party, except as specifically set forth within the four corners of this instrument, and the parties mutually waive and disclaim any and all rights, remedies and causes of action which may otherwise exist, based wholly or partly on any such

promise, undertaking, representation or agreement of the other party, except as specifically set forth within the four corners of this instrument.

15. This Agreement may be assigned to any successor of the Owner, but only with prior, written consent from the City. However, this Agreement may not be partially assigned, or assigned separately from title to all remaining lots not yet transferred to third parties intending to use the lot for personal residential purposes.

16. The Parties understand and agree that this Agreement may not be amended orally, by implication, by course of conduct, or in any manner other than by way of a written instrument approved by the Leesburg City Commission and duly executed by both parties hereto.

17. This Agreement is binding on and shall inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date herein above written.

CITY OF LEESBURG

BY: _____
James A. Burry, Jr., Mayor

ATTEST:

City Clerk

Approved as to form and content:

City Attorney

BY: _____
Authorized Representative of Developer

Print Name: _____

Title: _____

Exhibit "A"

A PARCEL OF LAND LYING IN SECTION 31, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 25 EAST; THENCE RUN N 89°30'16" W ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 894.51 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN N 00°29'44" E, A DISTANCE OF 25.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF DEWEY ROBBINS ROAD, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE RUN N 89°30'16" W ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 1091.91 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, RUN N 00°42'30" E ALONG SAID WEST LINE, A DISTANCE OF 1305.48 FEET TO A POINT ON THE NORTH LINE OF SAID EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE DEPARTING SAID WEST LINE, RUN S 89°23'11" E ALONG SAID NORTH LINE, A DISTANCE OF 662.59 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE RUN N 00°43'14" E ALONG SAID WEST LINE, A DISTANCE OF 1329.32 FEET TO THE NORTH 1/4 CORNER OF SAID SOUTHEAST 1/4 OF SECTION 31; THENCE DEPARTING SAID WEST LINE, RUN S 89°18'05" E ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1325.91 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4 OF SECTION 31; THENCE DEPARTING SAID NORTH LINE, RUN S 00°45'28" W ALONG THE EAST LINE OF SAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, A DISTANCE OF 1368.07 FEET; THENCE DEPARTING SAID EAST LINE, RUN S 60°19'45" W, A DISTANCE OF 101.14 FEET; THENCE S 27°14'19" W, A DISTANCE OF 68.99 FEET; THENCE N 01°03'23" W, A DISTANCE OF 22.83 FEET; THENCE N 12°32'55" W, A DISTANCE OF 67.66 FEET; THENCE N 32°18'21" W, A DISTANCE OF 67.66 FEET; THENCE N 40°29'51" W, A DISTANCE OF 23.86 FEET; THENCE N 49°53'10" W, A DISTANCE OF 63.12 FEET; THENCE N 49°53'08" W, A DISTANCE OF 117.41 FEET; THENCE N 49°53'09" W, A DISTANCE OF 80.00 FEET; THENCE N 38°09'10" W, A DISTANCE OF 35.62 FEET; THENCE N 63°46'24" W, A DISTANCE OF 71.27 FEET; THENCE S 89°59'53" W, A DISTANCE OF 651.02 FEET; THENCE SOUTHERLY, 15.46 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 75.00 FEET AND A CENTRAL ANGLE OF 11°48'44" (CHORD BEARING S 05°54'22" W, 15.43 FEET); THENCE S 00°00'00" E, A DISTANCE OF 85.45 FEET; THENCE SOUTHEASTERLY, 31.42 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 90°00'00" (CHORD BEARING S 45°00'00" E, 28.28 FEET); THENCE S 00°00'00" E, A DISTANCE OF 50.00 FEET; THENCE SOUTHWESTERLY, 31.42 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 90°00'00" (CHORD BEARING S 45°00'00" W, 28.28 FEET); THENCE S 00°00'00" E, A DISTANCE OF

59.97 FEET; THENCE SOUTHERLY, 40.17 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 275.00 FEET AND A CENTRAL ANGLE OF 08°22'13" (CHORD BEARING S 04°11'07" W, 40.14 FEET); THENCE N 90°00'00" E, A DISTANCE OF 565.94 FEET; THENCE S 49°53'09" E, A DISTANCE OF 198.17 FEET; THENCE S 00°00'00" E, A DISTANCE OF 282.31 FEET; THENCE N 90°00'00" W, A DISTANCE OF 100.00 FEET; THENCE S 00°00'00" E, A DISTANCE OF 50.00 FEET; THENCE N 90°00'00" W, A DISTANCE OF 18.44 FEET; THENCE S 00°00'00" E, A DISTANCE OF 146.59 FEET; THENCE N 89°27'21" W, A DISTANCE OF 142.62 FEET; THENCE S 00°44'21" W, A DISTANCE OF 428.99 FEET; THENCE N 89°30'16" W, A DISTANCE OF 233.41 FEET; THENCE S 00°29'44" W, A DISTANCE OF 210.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 77.167 ACRES, MORE OR LESS.

AND

A PARCEL OF LAND LYING IN SECTIONS 31 AND 32, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 25 EAST; THENCE RUN N 00°45'28" E ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 663.44 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, ALSO BEING THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE, RUN N 89°27'21" W, A DISTANCE OF 519.69 FEET; THENCE N 00°00'00" E, A DISTANCE OF 146.59 FEET; THENCE S 90°00'00" E, A DISTANCE OF 18.44 FEET; THENCE N 00°00'00" E, A DISTANCE OF 50.00 FEET; THENCE S 90°00'00" E, A DISTANCE OF 100.00 FEET; THENCE N 00°00'00" E, A DISTANCE OF 282.31 FEET; THENCE N 49°53'09" W, A DISTANCE OF 198.17 FEET; THENCE N 90°00'00" W, A DISTANCE OF 565.94 FEET; THENCE NORTHERLY, 40.17 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 275.00 FEET AND A CENTRAL ANGLE OF 08°22'13" (CHORD BEARING N 04°11'07" E, 40.14 FEET); THENCE N 00°00'00" E, A DISTANCE OF 59.97 FEET; THENCE NORTHEASTERLY, 31.42 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 90°00'00" (CHORD BEARING N 45°00'00" E, 28.28 FEET); THENCE N 00°00'00" W, A DISTANCE OF 50.00 FEET; THENCE NORTHWESTERLY, 31.42 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 90°00'00" (CHORD BEARING N 45°00'00" W, 28.28 FEET); THENCE N 00°00'00" E, A DISTANCE OF 85.45 FEET; THENCE NORTHERLY, 15.46 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 75.00 FEET AND A CENTRAL ANGLE OF 11°48'44" (CHORD BEARING N 05°54'22" E, 15.43 FEET); THENCE N 90°00'00" E, A DISTANCE OF 651.01 FEET; THENCE S 63°47'29" E, A DISTANCE OF 71.27 FEET; THENCE S 38°09'10" E, A DISTANCE OF 35.62 FEET; THENCE S 49°53'09" E, A DISTANCE OF 80.00 FEET; THENCE S 49°53'08" E, A DISTANCE OF 117.41 FEET; THENCE S

49°53'10" E, A DISTANCE OF 63.12 FEET; THENCE S 40°29'51" E, A DISTANCE OF 23.86 FEET; THENCE S 32°18'21" E, A DISTANCE OF 67.66 FEET; THENCE S 12°32'55" E, A DISTANCE OF 67.66 FEET; THENCE S 01°03'23" E, A DISTANCE OF 22.83 FEET; THENCE N 27°14'19" E, A DISTANCE OF 68.99 FEET; THENCE N 60°19'45" E, A DISTANCE OF 101.14 FEET TO THE EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF AFORESAID SECTION 31; THENCE ALONG SAID EAST LINE, RUN N 00°45'28" E, A DISTANCE OF 41.20 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/2 OF SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 25 EAST; THENCE RUN S 89°33'32" E ALONG THE SOUTH LINE OF NORTH 1/2 OF SOUTHWEST 1/4 OF SAID SECTION 32, A DISTANCE OF 1276.29 FEET; THENCE DEPARTING SAID SOUTH LINE RUN S 30°26'32" W, A DISTANCE OF 396.29 FEET; THENCE S 59°33'28" E, A DISTANCE OF 22.35 FEET; THENCE S 30°26'32" W, A DISTANCE OF 50.00 FEET; THENCE WESTERLY, 31.42 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 90°00'00" (CHORD BEARING S 75°26'32" W, 28.28 FEET); THENCE S 30°26'32" W, A DISTANCE OF 202.00 FEET; THENCE SOUTHERLY, 31.42 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 90°00'00" (CHORD BEARING S 14°33'28" E, 28.28 FEET); THENCE S 30°26'32" W, A DISTANCE OF 50.00 FEET; THENCE WESTERLY, 31.42 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 90°00'00" (CHORD BEARING S 75°26'32" W, 28.28 FEET); THENCE N 59°33'28" W, A DISTANCE OF 50.00 FEET; THENCE S 30°26'32" W, A DISTANCE OF 100.50 FEET; THENCE N 59°33'28" W, A DISTANCE OF 92.24 FEET; THENCE WESTERLY, 183.04 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 344.50 FEET AND A CENTRAL ANGLE OF 30°26'32" (CHORD BEARING N 74°46'44" W, 180.89 FEET); THENCE N 90°00'00" W, A DISTANCE OF 359.41 FEET; THENCE N 00°00'00" W, A DISTANCE OF 100.00 FEET; THENCE N 90°00'00" W, A DISTANCE OF 50.00 FEET; THENCE S 00°00'00" W, A DISTANCE OF 100.00 FEET; THENCE N 90°00'00" W, A DISTANCE OF 120.00 FEET; THENCE S 38°47'07" W, A DISTANCE OF 40.44 FEET TO THE POINT OF BEGINNING.

CONTAINING 27.939 ACRES, MORE OR LESS.

AND

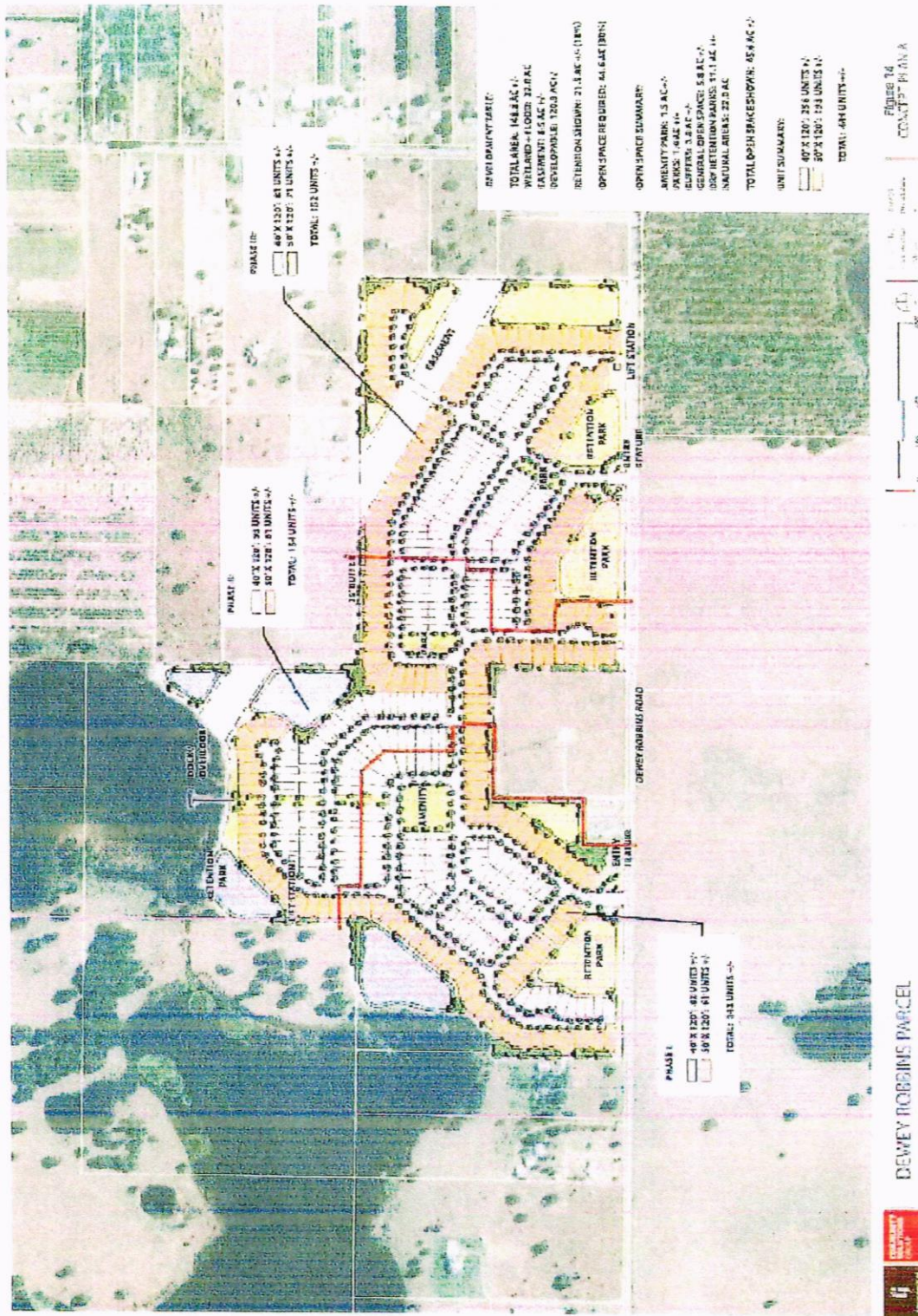
A PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 25 EAST; THENCE RUN N 00°45'28" E ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 25.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF DEWEY ROBBINS ROAD, ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EAST LINE, RUN N 00°45'28" E, A DISTANCE OF 638.43 FEET; THENCE DEPARTING SAID EAST LINE, RUN N 38°47'07" E, A DISTANCE OF 40.44

FEET; THENCE N 90°00'00" E, A DISTANCE OF 120.00 FEET; THENCE N 00°00'00" E, A DISTANCE OF 100.00 FEET; THENCE N 90°00'00" E, A DISTANCE OF 50.00 FEET; THENCE S 00°00'00" E, A DISTANCE OF 100.00 FEET; THENCE N 90°00'00" E, A DISTANCE OF 359.41 FEET; THENCE EASTERLY, 183.04 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 344.50 FEET AND A CENTRAL ANGLE OF 30°26'32" (CHORD BEARING S 74°46'44" E, 180.89 FEET); THENCE S 59°33'28" E, A DISTANCE OF 92.24 FEET; THENCE N 30°26'32" E, A DISTANCE OF 100.50 FEET; THENCE S 59°33'28" E, A DISTANCE OF 50.00 FEET; THENCE EASTERLY, 31.42 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 90°00'00" (CHORD BEARING N 75°26'32" E, 28.28 FEET); THENCE N 30°26'32" E, A DISTANCE OF 50.00 FEET; THENCE NORTHERLY, 31.42 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 90°00'00" (CHORD BEARING N 14°33'28" W, 28.28 FEET); THENCE N 30°26'32" E, A DISTANCE OF 202.00 FEET; THENCE EASTERLY, 31.42 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 90°00'00" (CHORD BEARING N 75°26'32" E, 28.28 FEET); THENCE N 30°26'32" E, A DISTANCE OF 50.00 FEET; THENCE N 59°33'28" W, A DISTANCE OF 22.35 FEET; THENCE N 30°26'32" E, A DISTANCE OF 396.29 FEET; THENCE S 89°33'32" E, A DISTANCE OF 712.50 FEET; THENCE S 00°38'43" W, A DISTANCE OF 1303.74 FEET TO A POINT ON THE AFORESAID NORTHERLY RIGHT OF WAY LINE OF DEWEY ROBBINS ROAD; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE, RUN N 89°30'17" W, A DISTANCE OF 1991.34 FEET TO THE POINT OF BEGINNING.

CONTAINING 43.458 ACRES, MORE OR LESS.

CONCEPTUAL SITE PLAN



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.6.

Meeting Date: January 22, 2024

From: Andi Purvis, (City Clerk)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement affecting the property described therein from Leesburg CFA LLC, joined by Fidelity Co-Operative Bank; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Resolution accepting a Utility Easement from Leesburg CFA LLC, and Joinder and Consent to Utility Easement from Fidelity Co-Operative Bank.

Analysis:

Leesburg CFA LLC is granting a Utility Easement to the City of Leesburg, Florida on the property described in the document. The property owner's lender has signed a joinder and consent to the utility easement.

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 AFFECTING THE PROPERTY DESCRIBED THEREIN FROM LEESBURG CFA LLC, JOINED BY FIDELITY CO-OPERATIVE BANK; 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 Leesburg CFA LLC, joined by Fidelity Co-Operative Bank, 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 22nd day of January 2024.

Mayor

ATTEST:

City Clerk

Prepared by/return to:
Jennifer M. Cotch, Esq.
Stone & Gerken, P.A.
4850 N. Highway 19A
Mount Dora, Florida 32757

UTILITY EASEMENT

THIS PERMANENT UTILITY EASEMENT ("Easement") is hereby granted by **LEESBURG CFA LLC**, a Massachusetts limited liability company, whose mailing address is 83 Orchard Hill Park Drive, Leominster, MA 01453, ("**GRANTOR**," to **THE CITY OF LEESBURG, FLORIDA**, 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 but not limited to water, wastewater, reclaimed water lines, natural gas and electricity and related facilities (the "**Facilities**"), 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 THE SKETCH OF 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:

LEESBURG CFA LLC, a Massachusetts limited liability company

[Signature]
Signature

Marie Barros
Printed Name

[Signature]
Signature

Dustin Connally
Printed Name

By: [Signature]

Print: JOHN SCRIBNER

Title: Manager

Commonwealth
STATE OF Massachusetts
COUNTY OF Worcester

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 8 day of December, 2023, by John Scribner Jr, Manager of Leesburg CFA LLC, a Massachusetts limited liability company, who is ☒ personally known to me or ☐ who produced the following identification:

[Signature]
Notary Public Signature
Barbara A Connally
Notary Public Name

My Commission Number:

My Expiration Date:

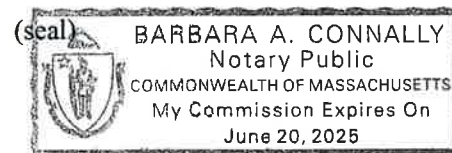


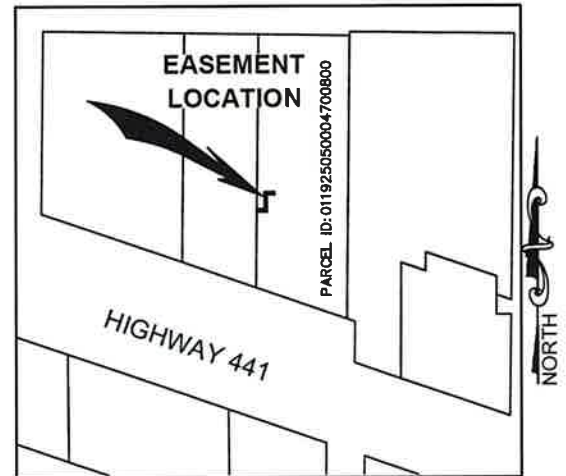
EXHIBIT "A"

SKETCH OF DESCRIPTION THIS IS NOT A SURVEY

LEGAL DESCRIPTION:

COMMENCE AT THE EAST 1/4 CORNER OF SECTION 22, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE NORTH 00°44' 50" WEST 817.03 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF STATE ROAD 500 (U.S. HIGHWAY 441) THENCE NORTH 71°57'39" WEST ALONG SAID NORTH RIGHT OF WAY LINE 165.83 FEET, THENCE NORTH 00°44'50" WEST 171.00 FEET, TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED EASEMENT: THENCE NORTH 89°34'56" EAST 34.18 FEET, THENCE NORTH 00°25'30" WEST 54.79 FEET, THENCE NORTH 89°34'22" EAST 24.85 FEET, THENCE NORTH 00°25'38" WEST 10.00 FEET, THENCE SOUTH 89°34'22" WEST 34.85 FEET, THENCE SOUTH 00°25'30" EAST 54.79 FEET, THENCE SOUTH 89°34'56" WEST 24.23 FEET, THENCE SOUTH 00°44'50" EAST 10.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED EASEMENT SITUATE IN LAKE COUNTY, FLORIDA CONTAINING 1,138.37 SQUARE FEET OR 0.026 ACRES MORE OR LESS



LOCATION MAP
NO TO SCALE

SURVEYOR'S NOTES:

1. BEARINGS AND DISTANCES SHOWN HEREON ARE REFERENCED TO THE NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 441; HAVING A BEARING REFERENCE OF NORTH 71°57'39" WEST.
2. OTHER MATTERS OF RECORD AFFECTING LANDS MAY BE FOUND IN THE PUBLIC RECORDS OF THE CITY OF LAKE WORTH, FLORIDA
3. SEE SHEET 2 OF 2 FOR SKETCH. THIS DESCRIPTION IS NOT VALID UNLESS ACCOMPANIED WITH SKETCH AS SHOWN ON SHEETS 2 OF 2 OF THIS DOCUMENT.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THIS SKETCH AND DESCRIPTION SHOWN HEREON WAS PREPARED IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE" FOR SURVEYING AND MAPPING IN THE STATE OF FLORIDA AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

LEGEND

LB	LICENSED BUSINESS
R/W	RIGHT OF WAY
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
PG	PAGE
P.B.	PLAT BOOK



Max R. George, PSM

Digitally signed by Max R. George, PSM
DN: E=mg@bowman.com, CN=Max
R. George, PSM, O=Bowman Consulting
Group, L=Melbourne, S=Florida,
SERIALNUMBER=MAS20230413680165,
C=US
Date: 2023.12.05 14:11:02-0500

MAX R. GEORGE
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER
REGISTRATION NO. 7343

DATE OF SIGNATURE

BOWMAN CONSULTING GROUP, LTD., INC.
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER 8030
(LB 8030 = LICENSED BUSINESS NUMBER 8030)

Bowman CONSULTING

Bowman Consulting Group, Ltd., Inc. Phone: (813) 474-7424
1410 N Westshore BLVD., Suite 111
Tampa, FL 33607 www.bowmanconsulting.com

© Bowman Consulting Group, Ltd.

Professional Surveyors and Mappers, Certificate NO. LB-8030

EXHIBIT "A" 9925 US HWY 441, LEESBURG ELECTRIC EASEMENT

LAKE COUNTY

FLORIDA

PROJECT NO. 010885-01-002

REVISED DATE: 12-05-23

DATE: Nov. 9, 2023

010885-002-SD-LEESBURG

SCALE: 1" = 60'

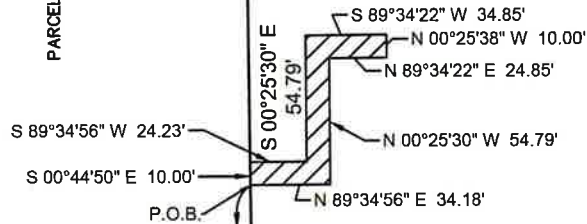
SHEET 1 OF 2

**SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY**

PARCEL ID: 011925050004000400

PARCEL ID: 011925050004700802

PARCEL ID: 231925000200007200



#9925

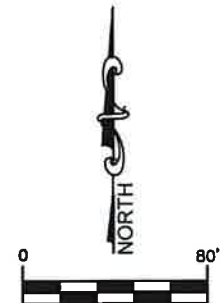
A PORTION OF LOT 8
BLOCK 47 RE-SUBDIVISION
OF SILVER LAKE ESTATES
P.B. 5 PG. 1 & 2

PARCEL ID: 011925050004700800

U.S. HIGHWAY 441 (STATE ROAD 500)
(VARIABLE WIDTH R/W)
(PUBLIC RIGHT-OF-WAY)

NORTH RIGHT OF WAY
LINE OF US HIGHWAY 441

N 00°44'50" E 817.03'
P.O.C.
E 1/4 CORNER,
S22 T19S R25E



(IN FEET)

1 inch = 80' ft.

THIS MAP IS INTENDED TO
BE DISPLAYED AT A SCALE OF 1"=80'

Bowman
CONSULTING

Bowman Consulting Group, Ltd., Inc. Phone: (813) 474-7424
1410 N Westshore BLVD., Suite 111
Tampa, FL 33607 www.bowmanconsulting.com

© Bowman Consulting Group, Ltd.

Professional Surveyors and Mappers, Certificate NO. LB-8030

EXHIBIT "A"
9925 US HWY 441, LEESBURG
ELECTRIC EASEMENT

LAKE COUNTY

FLORIDA

PROJECT NO. 010885-01-002	REVISED DATE:	DATE: Nov. 9, 2023
010885-002-SD-LEESBURG	SCALE: 1"=60'	SHEET 2 OF 2

JOINDER AND CONSENT TO UTILITY EASEMENT

FIDELITY CO-OPERATIVE BANK, a Massachusetts bank, whose address is 9 Leominster Connector, Leominster, Massachusetts 01453, hereby certifies that it is the owner and holder of certain mortgages, liens, or other encumbrances upon the property shown and described on Exhibit "1" attached hereto, located in Leesburg, Lake County, Florida, and hereby joins and consents to the Utility Easement between **LEESBURG CFA LLC**, a Massachusetts limited liability company, and the **CITY OF LEESBURG**; and agrees that its interest in the property by virtue of the Mortgage dated September 18, 2023, and recorded on October 5, 2023, in Official Records Book 6222, Page 1590, Public Records of Lake County, Florida, shall be subordinated to said Utility Easement.

Signed and sealed in the presence of:


Printed Name: Brandon Ciccone
Emmily Aurora Alves
Printed Name: Emmily Aurora Alves

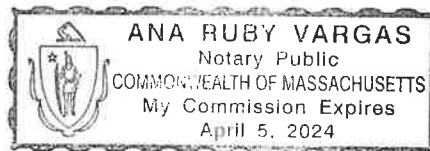
FIDELITY CO-OPERATIVE BANK,
a Massachusetts bank,

By: 
Print Name: Joanne Morse
Title: SVP

STATE OF Massachusetts
COUNTY OF Worcester

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 12th day of December, 2023, by Joanne Morse, as SVP of FIDELITY CO-OPERATIVE BANK., a Massachusetts bank, who is personally known or produced Ma DL as identification.

(Seal)




NOTARY PUBLIC

EXHIBIT "1"

SILVER LAKE ESTATES THAT PART OF LOT 8 BLK 47 IN SEC 22-19-25 DESCRIBED AS FOLLOWS: FROM E 1/4 COR OF SEC RUN N 00DEG 44MIN 50SEC W 817.03 FT TO A POINT ON N R/W LINE OF US HWY 441 FOR POB, RUN N 71DEG 57MIN 39SEC W ALONG SAID R/W LINE 165.83 FT, N 00DEG 44MIN 50SEC W 450.77 FT, S 89DEG 57MIN 57SEC E TO E LINE OF SEC, S ALONG SAID E LINE OF SEC TO POB PB 10 PGS 66-69 ORB 6128 PG 2215

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.7.

Meeting Date: January 22, 2024

From: Cliff Kelsey, (Public Works Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting a Lift Station and Utility Easement from Public Housing Assistance, Inc., relating to Lift Station 29; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Resolution for a Lift Station Utility Easement from Public Housing Assistance, Inc., relating to Lift Station 29 and affecting the property described in the document.

Analysis:

Public Housing Assistance, Inc., is granting a Lift Station and Utility Easement to the city of Leesburg, Florida for the purpose of construction, installation, repair, maintenance, replacement, and improvement of a lift station, generator, and associated utilities and facilities.

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 LIFT STATION AND UTILITY EASEMENT FROM
PUBLIC HOUSING ASSISTANCE, INC., RELATING TO LIFT STATION 29;
AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the Lift Station and Utility Easement granted to the City of Leesburg by the Public Housing Assistance, Inc., 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 22nd day of January 2024.

Mayor

ATTEST:

City Clerk

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

LIFT STATION AND UTILITY EASEMENT

THIS PERMANENT LIFT STATION AND UTILITY EASEMENT ("Easement") is hereby granted by PUBLIC HOUSING ASSISTANCE, INC., a Florida not for profit corporation, whose mailing address is 300 W. Dixie Avenue, Leesburg, Florida 34748 ("GRANTOR"), to THE CITY OF LEESBURG, FLORIDA, a Florida municipal corporation, whose mailing address is 501 West Meadow Street, Leesburg, Florida 34748, 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 sanitary sewer, lift station, power, generator placement, and fencing purposes, and for construction, installation, alteration, operation, repair, maintenance, and replacement of said fencing, generator, electric lines, lift station improvements, wastewater lines, 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 PLAN OF EASEMENT AND LEGAL 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 reasonable opinion of Grantee, endanger or interfere with the safe and efficient installation, operation, or maintenance of the Facilities; and (d) 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. GRANTEE acknowledges that the Facilities are located near an entrance to the Community and that the aesthetics of the Easement Area is important to GRANTOR. As such, notwithstanding anything to the contrary contained herein, the addition or expansion of any above-ground Facilities (including any replacement of the fencing) shall require the prior written approval of GRANTOR, such approval not to be unreasonably withheld. GRANTEE shall also install appropriate landscaping around the fencing, which landscaping will be maintained by GRANTOR after installation.

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. GRANTEE shall maintain the Easement Area in good condition and repair, clear of any debris or rubbish. GRANTEE will repair and/or replace any improvements, landscaping or sodding in the Easement Area that is damaged in connection with

any maintenance or repairs made by GRANTEE to the Facilities. GRANTOR acknowledges that GRANTEE is entitled to fence off the Easement Area, however, GRANTEE shall cooperate with reasonable requests for access to the Easement Area upon GRANTOR'S written request.

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.

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.

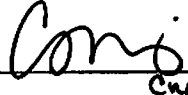
IN WITNESS WHEREOF, this Easement has been executed by GRANTOR on the day and year first above written.

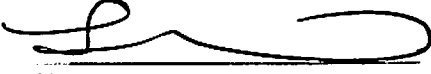
WITNESSES:

GRANTOR:

PUBLIC HOUSING ASSISTANCE, INC.,
a Florida not for profit corporation,


Signature
Randy Haber
Printed Name

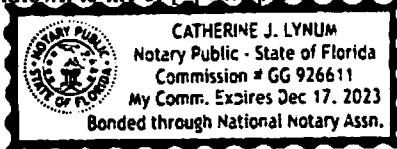
By:  managing Agent
Crystal Matthews
for James H. Lowe, President


Signature
Talon madill
Printed Name

STATE OF Florida
COUNTY OF LARA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 12th day of DECEMBER, 2023, by James H. Lowe, as capital markets President of Public Housing Assistance, Inc., a Florida not for profit corporation, who is ☒ personally known to me or ☐ who produced the following identification:

Managing Agent



My Commission Number:
My Expiration Date: 12-17-2023

Catherine J. Lynum
Notary Public Signature
CATHERINE J. LYNUM
Notary Public Name

(seal)

PLAN OF EASEMENT
LIFT STATION NO. 29
LEESBURG, LAKE COUNTY, FLORIDA



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.8.

Meeting Date: January 22, 2024

From: Robert Thilmony, (Gas Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Gas Service Agreement between the City of Leesburg and TLC Hodges Reserve, LLC, for the purpose of setting forth the terms under which the city will provide natural gas service to the development known as Hodges Reserve Phase 3; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Resolution authorizing the Mayor and City Clerk to execute a gas service agreement between the City of Leesburg and TLC Hodges Reserve, LLC.

Analysis:

The City of Leesburg is agreeing to providing natural gas service to TLC Hodges Reserve, LLC, for the development known as Hodges Reserve Phase 3, pursuant to the terms of the Gas Service Agreement.

Procurement Analysis:

N/A

Options:

1. Adopt the Resolution accepting and approving the Gas Service Agreement as presented; or
2. Such alternative as the Commission may deem appropriate

Fiscal Impact:

Developer will place construction funds prior to construction totaling \$257,103.01 in an escrow account for the 118 units planned in Phase 3 fully funding this project. A budget adjustment will be processed to add these funds to the current budget.

Account No. 042-0000-223-3100

WF No. WF1540224

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY
CLERK TO EXECUTE A GAS SERVICE AGREEMENT BETWEEN THE
CITY OF LEESBURG AND TLC HODGES RESERVE, LLC, FOR THE
PURPOSE OF SETTING FORTH THE TERMS UNDER WHICH THE
CITY WILL PROVIDE NATURAL GAS SERVICE TO THE
DEVELOPMENT KNOWN AS HODGES RESERVE PHASE 3; 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 and directed to execute a Gas Service Agreement between the City of Leesburg and TLC Hodges Reserve, LLC, for the purpose of setting forth the terms under which the City will provide natural gas service to the development known as Hodges Reserve Phase 3.

THIS RESOLUTION shall take effect upon its passage and adoption according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 22nd day of January, 2024.

THE CITY OF LEESBURG, FLORIDA

James A. Burry, Jr., Mayor

ATTEST:

J. Andi Purvis, City Clerk

GAS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2023 by and between the City of Leesburg, Florida, a municipal corporation organized under the laws of the State of Florida, located at 501 W. Meadow Street, Leesburg, Florida, 34748, (hereinafter referred to as “City”), and Hanover Capital Partners LLC, 605 Commonwealth Ave. Orlando, Florida 32803 (hereinafter jointly referred to as “Owner”), sometimes collectively referred to as “Party” or “Parties”.

WITNESSETH:

WHEREAS, Owner is the current owner of the following real property located in Leesburg, Lake County, Florida (the “Property”):

See Schedule “A” attached hereto

Parcel Identification Number(s): 31-20-25-0004-000-2400, 31-20-25-0004-000-2800, 32-20-25-0004-000-0900

WHEREAS, development of the Property has been authorized in accordance with the master plan on file with the City for “Hodges Reserve Phase 3” (the “Development”); and

WHEREAS, Section 22-7 of the Code of Ordinances of the City of Leesburg, Florida, requires that Owner utilize natural gas in connection with development of the Property; and

WHEREAS, the City has agreed to provide natural gas service to the Property under the terms and conditions set forth below.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, City and Owner do agree as follows:

1. The City shall, subject to the provisions of this Agreement, supply natural gas service which shall include main, service and meter installations, to the Property. Owner shall be responsible for installing and connecting all natural gas appliances to the outlet of City gas meters. A map of the

Development is attached hereto as Exhibit “B” and by reference is made a part hereof. City shall provide such natural gas service from the supply line, including the gas meter.

2. Owner shall ensure that not less than eighty percent (80%) of the planned (118) units within the Development are equipped with:

A. A natural gas water heater, and a natural gas furnace or Hydro-heat; or

B. A natural gas water heater, and natural gas stove, and natural gas dryer.

3. The Parties understand that the City is relying upon the assurances from Owner as the primary consideration for the execution of this Agreement.

4. The Owner is obligated to pay the full cost of the infrastructure required to serve the Property and the cost of the services, meters, appurtenances and installation, which will be performed by the City. The Owner’s estimated costs of the infrastructure to be funded by Owner as set forth below, is Two Hundred and Fifty-Seven Thousand One Hundred and Three dollars and One cent. (\$257,103.01). Fifteen (15) days prior to construction, Owner shall place in escrow with the City, funds equal to that estimate to be used to pay for the construction as it proceeds. Notwithstanding inclusion of this estimate herein, Owner shall be obligated to pay the full cost of the infrastructure required to serve the Development and Property.

5. The City will contract for, or at its option, have done by in house personnel, the actual installation of the infrastructure. The City will follow all legal requirements for bidding and award of the contract. If at any time the City reasonably anticipates that the cost of construction will exceed the original estimate, it shall notify Owner in writing as soon as practicable. In turn, Owner shall within 15 days of such notice, place into the escrow account an amount sufficient to cover the increased costs of the construction. If Owner fails to place the additional funds into the escrow account, the City at its option may halt construction of the infrastructure until Owner deposits the additional funds, together with any other costs incurred as a result of the cessation of construction, into the escrow account.

6. The City shall both own and maintain the natural gas system on the Property up to and including the natural gas meter. The natural gas system from the outlet of the gas meter to the appliance

utilizing the natural gas shall be maintained by the Owner and Owner's heirs, successors, or assigns. Notwithstanding anything to the contrary contained herein, to the extent the natural gas system owned and maintained by the City or any part thereof is damaged as a result of the acts, conduct, or failure to act of Owner and/or Owner's agents, employees, representatives, members, managers, shareholders, officers, directors, tenants, contractors, laborers, or material suppliers, or in the event of any deviation from standard service to any existing or proposed natural gas infrastructure occurs, then Owner shall be responsible for paying for all costs, charges, and expenses whatsoever associated with any repairs, reconstruction, and replacements to the natural gas system, including but not limited to, all costs of gas loss resulting from the damage.

7. The Owner shall grant to the City all easements needed to install, operate, maintain, repair, and replace the natural gas pipelines on the Property, including minimum five foot (5') side lot easements, and shall dedicate or otherwise convey those easements to the perpetual use of the City and its successors in interest for the purpose of laying, installing, operating, maintaining, repairing and replacing the natural gas pipelines. In addition, the Owner shall provide a location and easement, agreed to by the City for the purpose of installation, maintenance, repair, and replacement of any necessary regulator stations and all associated equipment on the Property.

8. The Owner shall locate natural gas service meters on the side of each building in a manner to allow for two buildings to be serviced by one service line wherever possible. The City may require that these services be located on the same side of the building as the electric or water service.

9. The City shall bear responsibility for installing all gas piping and other gas infrastructure, up to and including the meters, necessary to supply the natural gas service reflected in this Agreement. Owner and City will share trench space, which will be dug by the Owner's water and or electric utility contractor at no charge to the City. Each unit within the Development will be individually metered.

10. The City shall provide, when requested, individual residential unit hookups to the natural gas system within the Development. The City shall ensure that such service is provided at the same rates

and on the same terms as those provided to other natural gas customers of the City within a comparable service area. The Parties understand that any and all hookup fees, meter charges and impact fees shall be paid by the residential customers at the time service is hooked up to the home.

11. Owner agrees to pay any and all costs that City incurs in the collection of any unpaid reimbursement fees from Owner, including reasonable attorney's fees and court costs and any attorney fees and costs for appellate proceedings, efforts to collect any judgment entered in favor of the City, and in any proceedings in receivership, bankruptcy or insolvency.

12. If the developer fails to pay the funds required under this Agreement or otherwise defaults under the terms of this agreement, the City is not obligated to install the natural gas infrastructure in the development, may discontinue installation and may terminate this Agreement. In addition, the City may suspend issuance of any and all permits for construction on the Property or within the Development until such time as Owner has paid the amount due and the natural gas service Agreement has been reinstated.

13. The Parties agree that 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. The parties agree that in the event of any litigation arising out of or otherwise related to this Agreement, venue shall lie only in a state court of competent jurisdiction in Lake County, Florida.

14. The Parties understand and agree that this Agreement sets forth the entire understanding between the parties and supersedes and takes precedence over any and all prior negotiations, representations and agreements, oral or written, all of which are deemed to have merged into this Agreement and to have been extinguished thereby, except to the extent they are specifically set forth herein. Each party warrants, for the benefit and reliance of the other, that it has not entered into this Agreement in reliance on or on the basis of any promise, undertaking, representation or agreement of the other party, except as specifically set forth within the four corners of this instrument, and the parties mutually waive and disclaim any and all rights, remedies and causes of action which may otherwise exist, based wholly or partly on any such

promise, undertaking, representation or agreement of the other party, except as specifically set forth within the four corners of this instrument.

15. This Agreement may be assigned to any successor of the Owner, but only with prior, written consent from the City. However, this Agreement may not be partially assigned, or assigned separately from title to all remaining lots not yet transferred to third parties intending to use the lot for personal residential purposes.

16. The Parties understand and agree that this Agreement may not be amended orally, by implication, by course of conduct, or in any manner other than by way of a written instrument approved by the Leesburg City Commission and duly executed by both parties hereto.

17. This Agreement is binding on and shall inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date herein above written.

CITY OF LEESBURG

BY: _____
James A. Burry, Jr., Mayor

ATTEST:

City Clerk

Approved as to form and content:

City Attorney

BY: _____
Authorized Representative of Developer

Print Name: _____

Title: _____

DESCRIPTION:

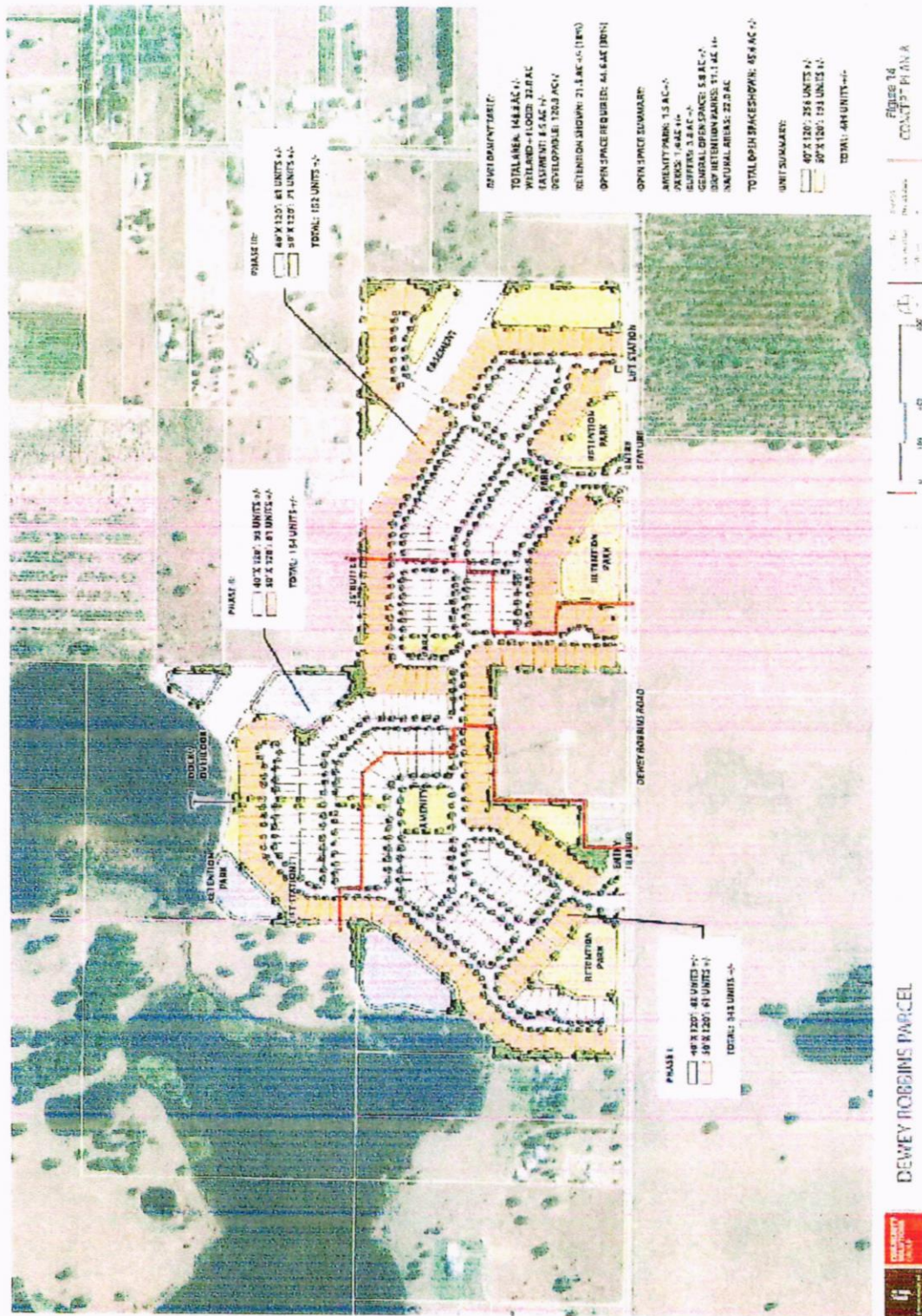
A PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 25 EAST; THENCE RUN N 00°45'28" E ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 25.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF DEWEY ROBBINS ROAD, ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EAST LINE, RUN N 00°45'28" E, A DISTANCE OF 638.43 FEET; THENCE DEPARTING SAID EAST LINE, RUN N 38°47'07" E, A DISTANCE OF 40.44 FEET; THENCE N 90°00'00" E, A DISTANCE OF 120.00 FEET; THENCE N 00°00'00" E, A DISTANCE OF 100.00 FEET; THENCE N 90°00'00" E, A DISTANCE OF 50.00 FEET; THENCE S 00°00'00" E, A DISTANCE OF 100.00 FEET; THENCE N 90°00'00" E, A DISTANCE OF 359.41 FEET; THENCE EASTERLY, 183.04 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 344.50 FEET AND A CENTRAL ANGLE OF 30°26'32" (CHORD BEARING S 74°46'44" E, 180.89 FEET); THENCE S 59°33'28" E, A DISTANCE OF 92.24 FEET; THENCE N 30°26'32" E, A DISTANCE OF 100.50 FEET; THENCE S 59°33'28" E, A DISTANCE OF 50.00 FEET; THENCE EASTERLY, 31.42 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 90°00'00" (CHORD BEARING N 75°26'32" E, 28.28 FEET); THENCE N 30°26'32" E, A DISTANCE OF 50.00 FEET; THENCE NORTHERLY, 31.42 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 90°00'00" (CHORD BEARING N 14°33'28" W, 28.28 FEET); THENCE N 30°26'32" E, A DISTANCE OF 202.00 FEET; THENCE EASTERLY, 31.42 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 90°00'00" (CHORD BEARING N 75°26'32" E, 28.28 FEET); THENCE N 30°26'32" E, A DISTANCE OF 50.00 FEET; THENCE N 59°33'28" W, A DISTANCE OF 22.35 FEET; THENCE N 30°26'32" E, A DISTANCE OF 396.29 FEET; THENCE S 89°33'32" E, A DISTANCE OF 712.50 FEET; THENCE S 00°38'43" W, A DISTANCE OF 1303.74 FEET TO A POINT ON THE AFORESAID NORTHERLY RIGHT OF WAY LINE OF DEWEY ROBBINS ROAD; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE, RUN N 89°30'17" W, A DISTANCE OF 1991.34 FEET TO THE POINT OF BEGINNING.

CONTAINING 43.458 ACRES, MORE OR LESS.

Exhibit "A"

CONCEPTUAL SITE PLAN



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.9.

Meeting Date: January 22, 2024

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an agreement to issue a Special Event Permit for Alcohol Sales at BikeFest 2024; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the agreement with the Chamber of Commerce to serve alcohol during BikeFest 2024.

Analysis:

Being the first year the City has conducted BikeFest, staff advises that forming a partnership with the Chamber of Commerce is the best method to provide alcohol during the event, ensuring that surplus money are used for local non-profit organizations and providing time for City staff to gain experience with issues surrounding the sales and collection of alcohol revenues.

The agreement is short and provides revenue splits and the parameters that the City and Chamber must meet with regards to the event.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
AN AGREEMENT TO ISSUE A SPECIAL EVENT PERMIT FOR ALCOHOL
SALES AT BIKEFEST 2024; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with the Leesburg Area Chamber of Commerce, Inc., a Florida not-for profit corporation, whose address is Post Office Box 490309, Leesburg, Florida 34749, for alcohol concessions at Bike Fest 2024.

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 22nd day of January 2024.

Mayor

ATTEST:

City Clerk

**AGREEMENT TO ISSUE SPECIAL EVENT PERMIT FOR ALCOHOL SALES AT
BIKE FEST 2024**

THIS AGREEMENT TO ISSUE SPECIAL EVENT PERMIT FOR ALCOHOL SALES AT BIKE FEST 2024 is hereby entered into by and between the City of Leesburg, Florida, a Florida municipal corporation, whose address is 501 W. Meadow Street, Leesburg, Florida 34748 (the "City"), and The Leesburg Area Chamber of Commerce, Inc., a Florida not for profit corporation, whose address is Post Office Box 490309, Leesburg, Florida 34748 (the "Chamber"), regarding alcohol concessions at Bike Fest 2024.

WHEREAS, the City manages, operates and hosts certain festivals, parades, and other special events within the City, including, but not limited to, Bike Fest 2024, which is scheduled to occur on April 26-28, 2024 ("Bike Fest 2024");

WHEREAS, the Chamber is a bona fide nonprofit civic organization operating within the City;

WHEREAS, pursuant to Chapter 2009-262, Laws of Florida (the "Act"), the Division of Alcoholic Beverages and Tobacco of the Florida Department of Business and Professional Regulation (the "Division") may issue to a bona fide nonprofit civic organization, upon application and presentation of a valid special event permit issued by the City, a temporary permit authorizing the sale of alcoholic beverages for consumption on the premises at outdoor events on public rights-of-way and public parks in the downtown area of Leesburg for a period of up to three (3) days (the "Temporary Alcohol Permit");

WHEREAS, the Chamber wishes to manage the sale of all alcoholic beverages at Bike Fest 2024, and anticipates submitting an application to the Division and/or other appropriate regulatory authorities for the Temporary Alcohol Permit (the "Application"); and

WHEREAS, in support of the Application, the City will issue a special event permit to the Chamber to manage and operate alcohol sales at Bike Fest 2024 subject to the Temporary Alcohol Permit and the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and promises of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Partnership hereby agree as follows:

1. The foregoing recitals are incorporated herein for all purposes.
2. The City will issue a special event permit to the Chamber for the purpose of allowing the Chamber to exclusively sell and manage the sale of all alcoholic beverages in the downtown area of Leesburg during Bike Fest 2024. Nothing herein is intended to limit or restrict the sale of alcoholic beverages as authorized by law, including on the premises of existing businesses in the downtown Leesburg area pursuant to licenses issued by the Division.
3. The following conditions shall apply to the City's issuance of the special event permit described herein:

a. The Chamber shall plan, coordinate, operate, and manage the sale of all alcoholic beverages in the downtown Leesburg area during Bike Fest 2024. In doing so, the Chamber shall comply with all applicable laws, rules, codes, ordinances, permit conditions, and regulations related thereto. The downtown Leesburg Area is depicted or described on Exhibit "A" attached hereto.

b. The Chamber shall secure Comprehensive General Liability Insurance, with liquor liability coverage, naming the City of Leesburg as an additional party insured, with liability coverage of a minimum of \$1,000,000 per occurrence and \$1,000,000 in aggregate. The Chamber will indemnify, defend, save, and hold the City harmless from and against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including attorney's fees) arising out of any act or omission of the Chamber, its agents, subcontractors, volunteers, or employees in connection with the promotion, planning and/or sale of alcoholic beverages in the downtown area of Leesburg during Bike Fest 2024;

c. The Chamber shall initially be responsible for paying all costs and expenses associated with the planning, coordination, operation, insurance, payments made to civic organizations and management of alcoholic beverage sales during Bike Fest 2024 (the "Expenses");

d. The Chamber will ~~deliver all funds~~ collected all funds in connection with the sale of alcoholic beverages at Bike Fest 2024 (including all tip monies) at from each point of sale) to the City. The City will periodically collect such funds from the Chamber at each point of sale during the event and properly account and deposit all such funds, ~~and T~~ the Chamber shall fully cooperate with such collection and turn over all funds ~~so collected~~ to the City.;

e. At the conclusion of Bike Fest 2024, the Chamber shall present the City with an accounting and formal request for all of the Expenses pursuant to paragraph "C". and The City will provide the Chamber with an itemized accounting of the tip monies collected from each point of sale to assist the Chamber in their efforts to fund Civic organizations pursuant to a formula the Chamber will develop. The civic club payment formal will be tips collected at point of sale, plus a bonus for alcohol efficiency. In no case will any one payment to a civic organization(s) be more than \$10,000. and the The City will reimburse the Chamber for all such expenses, and deliver the tip monies to the Chamber for appropriate disbursal by the Chamber;

f. In addition, the City will pay the Chamber the sum of \$50,000.00 within thirty (30) days of the City's receipt of the accounting of the Expenses.

g. If there are any profits remaining from the sale of alcohol at Bike Fest 2024 after payment of the foregoing and other appropriate expenses, the City will retain or disburse such funds in accordance with the Act, Section 561.422, Florida Statutes, and other applicable laws and regulations.

4. The Chamber may not assign or otherwise transfer this Agreement or any of the Chamber's obligations hereunder without first obtaining the prior written approval of the City, and any unapproved assignment or transfer shall be null and void.

5. Failure of either party to insist upon the strict performance of any of the terms, conditions, or provisions of this Agreement shall not be deemed to be a waiver of such terms, conditions, and provisions, and the parties, notwithstanding such failure, shall have the right hereafter to insist upon the strict performance of any or all such terms and conditions of this Agreement as set forth herein.

6. This Agreement may not be modified or amended or modified except by an instrument in writing, executed by all Parties. If any part of this Agreement is found invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the Parties contained therein are not materially prejudiced and if the intentions of the Parties can continue to be effectuated. To that end, this Agreement is declared severable.

7. In the event of any dispute arising out of or related to this Agreement, the prevailing party shall be entitled to collect attorney's fees and court costs from the non-prevailing party. The exclusive venue for any action arising out of or related to this Agreement shall be in a court of competent jurisdiction in Lake County, Florida. Each party waives the right to a jury trial for any disputes arising out of or related to this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in a manner sufficient to bind them on the day and year identified below.

CITY OF LEESBURG, FLORIDA, a Florida
municipal corporation,

James A. Burry, Jr., Mayor

Date: _____

Attest:

J. Andi Purvis, City Clerk

Approved as to form and content:

William Grant Watson, City Attorney

THE LEESBURG AREA CHAMBER OF
COMMERCE, INC., a Florida not for profit
corporation,

Signature

Chamber Board Chair

Date: _____

EXHIBIT "A" - Leesburg Downtown Area



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.10.

Meeting Date: January 22, 2024

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the reimbursement of legal expenses in the amount of \$420.00 to Commissioner Allyson Berry regarding an ethics complaint; and providing an effective date.

Staff Recommendation:

Staff recommends the approval of a resolution which will reimburse Commissioner Berry for legal expenses.

Analysis:

Commissioner Berry was recently named in an ethics violation which caused an investigation by the Florida Ethics Commission. Upon receiving formal notice of the ethics violation (a sunshine violation), Commissioner Berry hired an attorney. The Ethics Commission quickly dismissed the case and as Commissioner Berry was cleared of any infractions, she seeks reimbursement of her legal fees in the amount of \$420.00.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE REIMBURSEMENT OF LEGAL EXPENSES
IN THE AMOUNT OF \$420.00 TO COMMISSIONER ALLYSON BERRY
REGARDING AN ETHICS COMPLAINT; AND PROVIDING AN EFFECTIVE
DATE.**

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

THAT the City Commission hereby authorizes the reimbursement of legal expenses to Commissioner Allyson Berry in the amount of \$420.00.

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 22nd day of January 2024.

Mayor

ATTEST:

City Clerk

January 9, 2024

TO: Al Minner, City Manager

FROM: Allyson E. Berry, City Commissioner, District 1

Re: Reimbursement Request

Dear Mr. Minner,

I am writing to request reimbursement for the attached invoice, regarding the Ethics Complaint filed on October 3, 2023, by a resident in my district. Attached you will find a copy of the Complaint, the Public Report, the Order Dismissing the Complaint, and an invoice received from Attorney Mark Herron in the amount of \$420.00. I make this request as it is my understanding that the services provided to me are reimbursable by the city as I was quickly and completely exonerated by the Florida Ethics Commission.

I take my role and responsibilities as the Commissioner of District 1 seriously and accusations of impugning the work I do and my character, although offensive, must be addressed. I understood the gravity of this situation and the importance of maintaining transparency and accountability as it relates to city government. Unfortunately, due to a formal complaint being filed, I took the necessary steps to protect my rights and to ensure compliance with the procedures outlined by the State Ethics Commission by obtaining legal representation. As indicated in the order, this matter has been dismissed, and the invoice paid.

I appreciate your prompt attention to this matter and should you need additional information, please contact me.

Respectfully,

Allyson E. Berry

Allyson E. Berry

City Commissioner, District 1

Copies mailed to:

Mayor Jimmy Burry

Mike Peterson

Jay Connell

Alan Reisman

Grant Watson, City Attorney

MESSER CAPARELLO, P.A.
2618 CENTENNIAL PLACE
TALLAHASSEE, FLORIDA 32308
TELEPHONE (850)222-0720
E.I.N. 59-2921100

ALLYSON BERRY
900 MCCORMACK ST.
LEESBURG FL 34748

Page: 1
12/11/2023
Account No: 6424-27815
Invoice No: 497826

FEC 23-235

Fees

			Hours	
11/02/2023	MH	Conferred by telephone with Allyson Berry re Ethics Complaint 23-235 / representation; prepared email memorandum to Allyson Berry re same; reviewed complaint; prepared email memorandum to Allyson Berry re analysis of complaint; prepared letter to Kerry Stillman (Ethics) re representation;	0.80	
11/13/2023	MH	Reviewed email memorandum from Allyson Berry re confidentiality of complaint; prepared email memorandum to Allyson Berry re same;	0.10	
	MH	Reviewed email memorandum from Allyson Berry re status /developments / response to complaint; prepared email memorandum to Allyson Berry re same;	0.30	
12/06/2023	MH	Reviewed Public Report and Order Dismissing Complaint; reviewed email memorandum to Allyson Berry re same	0.20	
		For Current Services Rendered	1.40	420.00
		Recapitulation		
	<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
	MARK HERRON	1.40	\$300.00	\$420.00

Total Current Work 420.00

Balance Due \$420.00

Please Remit \$420.00

ALL INVOICES DUE UPON RECEIPT.
TO PAY ONLINE USE THE FOLLOWING LINK:
<https://messercaparello.securepayments.cardpointe.com/pay?total=0.00>
THANK YOU FOR YOUR PROMPT PAYMENT.

Payment Accepted

##LOGO##

Transaction ID: 009219258591

Thank you, your payment has been approved!

Payment to Attorney Mark Herron

January 9, 2024 \$420.00

Payment Confirmation 497826

From: Messer Caparello P.A. (messercaparello@corecommerce.com)

To: aberry0919@yahoo.com

Date: Tuesday, January 9, 2024 at 04:16 PM EST

##LOGO##



, here is an email confirmation of your payment.

Total Amount: \$420.00

Invoice Number: 497826

Customer#: 6424-27815

Payment Info: Mastercard **** 6406 (06/2028)

Transaction ID: 009219258591

Billing Info



DEC 06 2023

BEFORE THE
STATE OF FLORIDA
COMMISSION ON ETHICS

COMMISSION ON ETHICS

In re ALLYSON BERRY,

Respondent.

Complaint No. 23-235

PUBLIC REPORT AND ORDER DISMISSING COMPLAINT

On Friday, December 1, 2023, the Commission on Ethics met in its executive session and considered this complaint for legal sufficiency pursuant to Commission Rule 34-5.002, F.A.C. The Commission's review was limited to questions of jurisdiction of the Commission and of the adequacy of the details of the complaint to allege a violation of the Code of Ethics for Public Officers and Employees. No factual investigation preceded the review, and therefore the Commission's conclusions do not reflect on the accuracy of the allegations of the complaint. The Commission voted to dismiss the complaint for lack of legal sufficiency, based on the following analysis:

1. This complaint was filed by Erika Jasper of Leesburg, Florida.
2. The Respondent, Allyson Berry, was allegedly a City Commissioner for the City of Leesburg, Florida and a Board Member on the Carver Heights CRA at the time of the alleged misconduct.
3. The complaint alleges that Respondent contacted the Complainant on her cell phone to discuss official City business without giving notification or publishing the discussion. The complaint also alleges that during this conversation, Respondent was verbally aggressive and threatened the Complainant, demanding that the Complainant cease distribution of Home

Improvement Grant applications to her constituents. The complaint concludes that this is a violation of Florida's Sunshine Laws.¹

4. The complaint also alleges that Respondent made alterations to the Home Improvement Grant application form after the last CRA meeting because of alleged errors in the form. The complaint concludes that this also violates Florida's Sunshine Laws.

5. The complaint further alleges that Respondent accused the Complainant of distributing erroneous information to her constituents, which could interfere with the Complainant's upcoming campaign for re-election to the CRA.

6. Discussion of Section 112.313(6), Florida Statutes, is warranted by allegations in the complaint. Section 112.313(6), Florida Statutes, states:

MISUSE OF PUBLIC POSITION.--No public officer, employee of an agency, or local government attorney shall corruptly use or attempt to use his or her official position or any property or resource which may be within his or her trust, or perform his or her official duties, to secure a special privilege, benefit, or exemption for himself, herself, or others.

Pursuant to Section 112.312(9), Florida Statutes, "corruptly" is defined as:

... done with a wrongful intent and for the purpose of obtaining, or compensating or receiving compensation for, any benefit resulting from some act or omission of a public servant which is inconsistent with the proper performance of his or her public duties.

7. Section 112.313(6), Florida Statutes, prohibits public officials and employees from corruptly using or attempting to use their official positions or property or resources within their trust to secure a special privilege, benefit, or exemption for themselves or others and it prohibits them from corruptly performing their official duties in order to secure a special privilege, benefit, or exemption for themselves or another. In order to indicate a possible violation of this provision,

¹ Alleged violations of Florida's sunshine laws are not within the jurisdiction of the Commission on Ethics.

a complaint must substantively allege, in a factual, non-conclusory manner, that a respondent corruptly used or attempted to use his or her *public position* or resources within his or her public trust or that he or she corruptly performed his or her official duties in order to *benefit* himself, herself, or others. It is not enough that a *detriment* to a complainant or another is alleged.

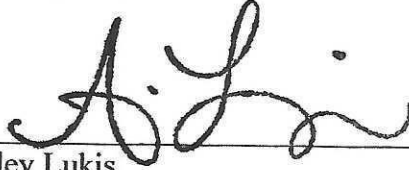
8. The allegations in paragraphs 3 through 5 do not support an investigation under Section 112.313(6), Florida Statutes, because the complaint does not substantively allege, in a factual, non-conclusory manner, that the Respondent corruptly used or attempted to use her public position or resources within her public trust or that she corruptly performed her official duties in order to benefit herself or another person. Here, the complaint alleges that the Complainant suffered a potential detriment relating to her re-election campaign but it did not allege that Respondent received any benefit for herself or another by virtue of the actions described in the complaint. Since the complaint does not allege in a non-conclusory manner that the Respondent corruptly used her public position or any public resources to benefit herself or others or that she took a specific action as a public officer in order to benefit herself or others, the complaint fails to indicate a violation of Section 112.313(6), Florida Statutes.

9. Article II, Section 8(h)(2), Florida Constitution, prohibits a public officer or employee from abusing his or her position to obtain a disproportionate benefit for: himself or herself; his or her spouse, children, or employer; or any business with which he or she contracts; in which he or she is an officer, a partner, a director, or a proprietor, or in which he or she owns an interest. As noted above, the complaint does not indicate in a factual, substantive, non-conclusory manner that Respondent used or abused her position to achieve a benefit for herself or certain others. Therefore, the complaint fails to indicate a violation of Article II, Section 8(h)(2), Florida Constitution.

Accordingly, this complaint is hereby dismissed for failure to constitute a legally sufficient complaint with the issuance of this public report.

ORDERED by the State of Florida Commission on Ethics meeting in executive session on Friday, December 1, 2023.

December 6, 2023
Date Rendered



Ashley Lukis
Chair, Florida Commission on Ethics

AL/jcb

cc: Mr. Mark Herron, Esq., Counsel for Respondent
Ms. Erika Jasper, Complainant

Ashley Lukis

Chair

Michelle Anchors

William P. Cervone

Tina Descovich

Freddie Figgers

Luis M. Fusté

Ed H. Moore

Wengay M. Newton, Sr.



State of Florida

COMMISSION ON ETHICS

P.O. Drawer 15709

Tallahassee, Florida 32317-5709

325 John Knox Road

Building E, Suite 200

Tallahassee, Florida 32303

Kerrie J. Stillman

Executive Director

Steven J. Zuilkowski

Deputy Executive Director/

General Counsel

(850) 488-7864 Phone

(850) 488-3077 (FAX)

www.ethics.state.fl.us

"A Public Office is a Public Trust"

October 10, 2023

CERTIFIED MAIL

RETURN RECEIPT REQUESTED

ALLYSON BERRY
900 MCCORMACK STREET
LEESBURG, FL 34748

Confidential

RE: Complaint No. 23-235, In re ALLYSON BERRY

Dear ALLYSON BERRY:

The above-captioned complaint, recently received in the office of the Commission on Ethics, is being transmitted to you pursuant to the requirements of Section 112.324, Florida Statutes. This office will forward all future correspondence in this matter to you at the above-listed mailing address unless otherwise notified of a change in your address. This transmittal is a routine administrative requirement which should not be construed as an approval, disapproval, or judgment of the complaint, either as to its terminology or merits.

Please note that this complaint, as well as all of the Commission's proceedings and records relating to the complaint, remain confidential either until you make a written request to the Commission that such records be made public or until the complaint reaches a stage in the Commission's proceedings where it becomes public. Unless we receive a written waiver of confidentiality from you, our office is not free to release any documents or to comment on this complaint to members of the public or the press, so long as the complaint remains in a confidential stage. The Commission's procedures on confidentiality do not govern the actions of the complainant or the respondent.

The following information is submitted to aid you in understanding the review that a complaint may go through under the Commission's rules. The first stage in our complaint process is a determination of whether the allegations of the complaint are legally sufficient, that is, whether they indicate a possible violation of any law over which the Commission has jurisdiction. If the complaint is found not to be legally sufficient, the Commission will order that the complaint be dismissed without investigation and all records relating to the complaint will become public at that time.

ALLYSON BERRY

Page 2

October 10, 2023

If the complaint is legally sufficient but pertains solely to allegations of errors or omissions in financial disclosure forms, a determination will be made as to whether the error(s) or omissions(s) are significant to investigate. If the error(s) or omissions(s) are determined to be minor or inconsequential, you will be so notified and will be given 30 days in which to correct the error(s) or omission(s). If the correction is made, the complaint will be dismissed. If no correction is made, the complaint will advance to the next step in the process.

If the complaint is found to be legally sufficient, a preliminary investigation will be undertaken by the investigative staff of the Commission. The next stage of the Commission's proceedings involves the preliminary investigation of the complaint and a decision by the Commission of whether there is probable cause to believe that there has been a violation of any of the ethics laws. If the complaint is investigated, you and the complainant will be given an opportunity to speak with the investigator. You also will be sent a copy of our investigative report prior to any action by the Commission and will be given the opportunity to respond to the report in writing.

If the Commission finds that there is no probable cause to believe that there has been a violation of the ethics laws, the complaint will be dismissed and will become public at that time.

If the Commission finds that there is probable cause to believe there has been a violation of the ethics laws, the complaint becomes public and enters the last stage of proceedings, which requires that the Commission decide whether the law actually was violated and, if so, whether a penalty should be recommended. At this stage, you have the right to request a public hearing (trial) at which evidence would be presented, or the Commission may order that such a hearing be held. Public hearings usually are held in or near the area where the alleged violation occurred.

You are entitled to be represented by legal counsel during our proceedings. Upon written request, documents and notices regarding the complaint will be provided to your attorney.

If you are unfamiliar with the ethics laws and the Commission's responsibilities, I encourage you to access our website at www.ethics.state.fl.us, where you will find publications, rules, and other information. If there are any questions concerning this complaint or the procedures being followed by the Commission, please feel free to contact Ms. Millie Fulford, our Complaint Coordinator, at (850) 488-7864.

Sincerely,

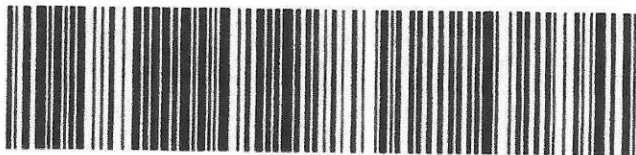


Kerrie J. Stillman
Executive Director

Enclosure

cc: ERIKA JASPER, Complainant

OFFICIAL CORRESPONDENCE
PO BOX 15709
TALLAHASSEE FL 32317-5709



RETURN RECEIPT (ELECTRONIC)

9214 8901 0661 5400 0189 6802 35

ALLYSON BERRY
900 MCCORMACK ST
LEESBURG, FL 34748-4234

23235

Zone 3



Florida Commission on Ethics

P. O. Drawer 15709, Tallahassee, Florida 32317-5709

"A Public Office is a Public Trust"

FLORIDA
COMMISSION ON ETHICS

OCT 03 2023

RECEIVED

ORIGINAL

COMPLAINT 23-235

1. PERSON BRINGING COMPLAINT:

Name: Erika Jasper Telephone Number: 352-255-2695

Address: 2110 Johns Ave

City: Leesburg County: Lake State: FL Zip Code: 34748

2. PERSON AGAINST WHOM COMPLAINT IS BROUGHT:

Use a separate complaint form for each person you wish to complain against:

Name: Allyson Berry Telephone Number: 678-227-3472

Address: 900 McCormack Street

City: Leesburg County: Lake Zip Code: 34748

Title of office or position held or sought: City Commissioner/ Carver Heights CRA Board Member

3. STATEMENT OF FACTS:

Please provide a full explanation of your complaint, describing the facts and the actions of the person named above and why you believe he or she violated the law. Include relevant dates and the names and addresses of persons whom you believe may be witnesses. Please do not submit more than 15 pages, including this form. Please do not submit video or audio tapes, CDs, DVDs, flash drives or other electronic media; such material will not be considered part of the complaint and will be returned.

4. OATH



STATE OF Florida
COUNTY OF Manatee

I, the person bringing this complaint, do swear or affirm that the facts set forth in the foregoing complaint and attachments thereto are true and correct to the best of my knowledge and belief.

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 27th day of September, 2023, by Erika Jasper
(name of person making statement)

SIGNATURE OF COMPLAINANT

(Signature of Notary Public)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification ☒
Type of Identification Produced: FL DL

2110 Johns Avenue
Leesburg, Fl. 34748

September 29, 2023

Florida Commission on Ethics
P.O. Box 15709
Tallahassee, FL 32317-5709

To Whom It May Concern:

I am submitting a formal complaint against Ms. Allyson Berry, The City Commissioner for the City of Leesburg and Carver Heights CRA Board Member, located in Leesburg, Florida. On September 26, 2023 (at 4:13 p.m. and again at 4:26 p.m.), Ms. Berry violated the Florida Sunshine Law by contacting me on her cellular phone in an unprofessional manner to discuss official city business without giving prior notification or publishing the discussion.

Ms. Berry and I both serve on the Carver Heights CRA Board; during the conversation, she was verbally aggressive, trying to intimidate and threaten me regarding the distribution of applications for the Home Improvement Grant. The Home Improvement Grant is intended to award 12 residents within the Carver Heights CRA up to \$25,000 to repair their homes and eliminate blight. The Carver Heights CRA board approved \$300,000.00 CRA dollars for this grant for ALL residents that live in the CRA area.

Ms. Berry commanded me to desist from disseminating any information within District One. She questioned my authority as a CRA Board Member to distribute the application to residents in the CRA area and asked, "Who gave you the authority to distribute these applications?" Secondly, the credibility of my source of information was questioned by her asking, "Where did you get this information from?" and further claiming that the information I was distributing was erroneous. However, I retrieved the application from the City of Leesburg's official website, which is open to the public and considered public information (Source: City Commission Agenda Packet, June 12, 2023, page 585).

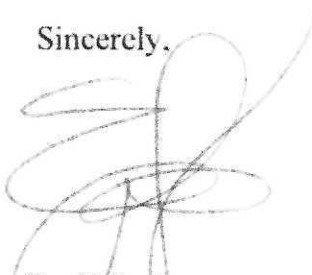
Furthermore, Ms. Berry also claimed that the applications had errors and that modifications were made since the last CRA board meeting, further violating the Sunshine Law. Any changes to a policy or application require the CRA Board's approval before implementation can occur.

Subsequently, these allegations can interfere with my upcoming re-election to the CRA Board in the forthcoming months by portraying me poorly in public and sabotaging any possibility of my re-election. Being re-elected is part of my continued desire to serve the public. As a CRA Board member, my job is to be fair equitable, and ensure that ALL residents can access this excellent program to improve their quality of life. Therefore, I must provide ALL residents with opportunities available to them.

I am committed to serving the community I was born and raised in, and I take great pride in being a native and resident of the beautiful City of Leesburg. I have been very engaged in my role as a CRA Board member and have positively impacted the lives of the residents within the Carver Heights CRA community.

The validity of my complaint can be confirmed by the City Manager, who is aware of Ms. Berry's phone call to me, who ended his call with Ms. Berry prior to calling me. He called me approximately 30 minutes after Ms. Berry's call. Secondly, the Housing Director can confirm these facts as well, since Ms. Berry called the Housing Director and instructed her to have me refrain from distributing the applications with the community. Despite these facts, Ms. Berry's behavior during our phone conversation on September 26, 2023, was appalling and a clear violation of the Florida Sunshine Law. Thank you for your attention to this matter.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Erika Jasper', with a large, stylized flourish extending from the end of the signature.

Dr. Erika Jasper
Carver Heights CRA
Board Member
352-255-2695 Cell

Allyson Berry- Leesburg city commissioner



message



call



video



pay

September 26, 2023

4:13 PM Incoming Call

30 seconds

Calls with a checkmark have been verified by the carrier.

phone

(678) 227-3472

FaceTime



Notes

Allyson Berry- Leesburg city commissioner



message



call



video



pay

September 26, 2023

4:26 PM Incoming Call

3 minutes

4:25 PM Incoming Call

26 seconds

Calls with a checkmark have been verified by the carrier.

phone

(678) 227-3472

FaceTime



Notes

Al Miner



message



call



pay

September 26, 2023

4:56 PM Missed Call

Calls with a checkmark have been verified by the carrier.

mobile

+1 (352) 973-2777

home

(352) 728-9786

Notes

Send Message

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.1.

Meeting Date: January 22, 2024

From: Dan Miller, (Planning and Zoning Director), Max Vanallen, (Senior Planner)

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 135 +/- acres from City of Leesburg RE-1 (Estate Density Residential) to City of Leesburg PUD (Planned Unit Development) to allow for single-family residential development for a property generally located south of Florida Turnpike and east of County Road 33, lying in Sections 27 and 34, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Tierra Vista PUD)

Staff Recommendation:

Planning and Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from City of Leesburg RE-1 (Estate Density Residential) to City of Leesburg PUD (Planned Unit Development) to allow for single-family residential development.

Analysis:

The project site is approximately 135 +/- acres, and is generally located south of Florida Turnpike and east of County Road 33 as shown on the attached maps. At this time, the property is undeveloped pasture. The proposal will allow for the development of the property with 371 single-family residential units, with 276 lots at 50' x 120' and 95 lots at 60' x 120'. The existing land uses surrounding the property are residential, agriculture, and vacant residential. City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on October 19, 2023 and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the proposed rezoning to PUD (Planned Unit Development); or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

There is no direct fiscal impact to the City for this action. Future development of the property will increase this anticipated impact from collection of impact fees, ad valorem taxes and utility charges.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 135 +/- ACRES FROM CITY OF LEESBURG RE-1 (ESTATE DENSITY RESIDENTIAL) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW FOR SINGLE-FAMILY RESIDENTIAL DEVELOPMENT FOR A PROPERTY GENERALLY LOCATED SOUTH OF FLORIDA TURNPIKE AND EAST OF COUNTY ROAD 33, LYING IN SECTIONS 27 AND 34, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (TIERRA VISTA PUD)

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

Section 1.

Based upon the petition of Ben Snyder (Hanover Land Company, Petitioner) for Aguia Marina, LLC, of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from City of Leesburg RE-1 (Estate Density Residential) to City of Leesburg PUD (Planned Unit Development) to-wit:

(Legal Description)
(See Exhibit A)

Section 2.

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

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 22nd day of January 2024.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Tierra Vista – East of CR 33 and south of FL Turnpike
PUD-23-456
AK#: 1035422, 1296633
Legal Description Provided by Applicant
Friday, September 29, 2023

Legal Description

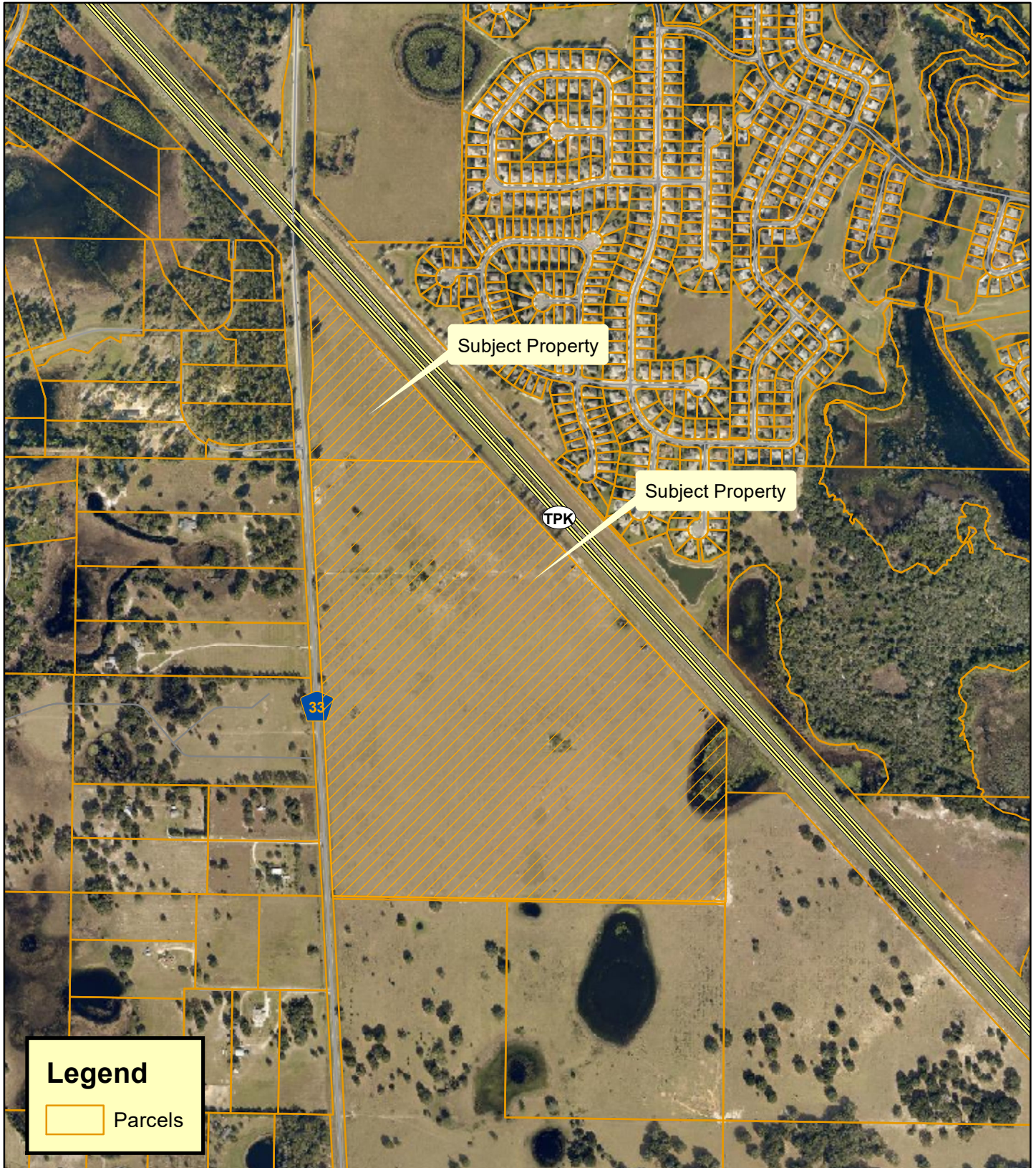
Parcel 1 (Alt Key No. 1035422):

The South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 27, Township 20 South, Range 24, East, in Lake County, Florida, lying East of State Road 33 and South of the Florida State Turnpike. LESS AND EXCEPT that portion of the above described property conveyed to the Florida State Turnpike Authority by deed recorded O.R. Book 211, Page 143, of the Public Records of Lake County, Florida.

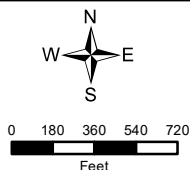
Parcel 2 (Alt Key No. 1296633):

The Northeast $\frac{1}{4}$ of Section 34, Township 20 South, Range 24, East, in Lake County, Florida, lying East of State Road 33 and South of the Florida State Turnpike. LESS AND EXCEPT that portion of the above described property conveyed to the Florida State Turnpike Authority by deed recorded O.R. Book 211, Page 143, of the Public Records of Lake County, Florida.

Aerial



**Planning
& Zoning
Division**



PUD-23-456

Tierra Vista

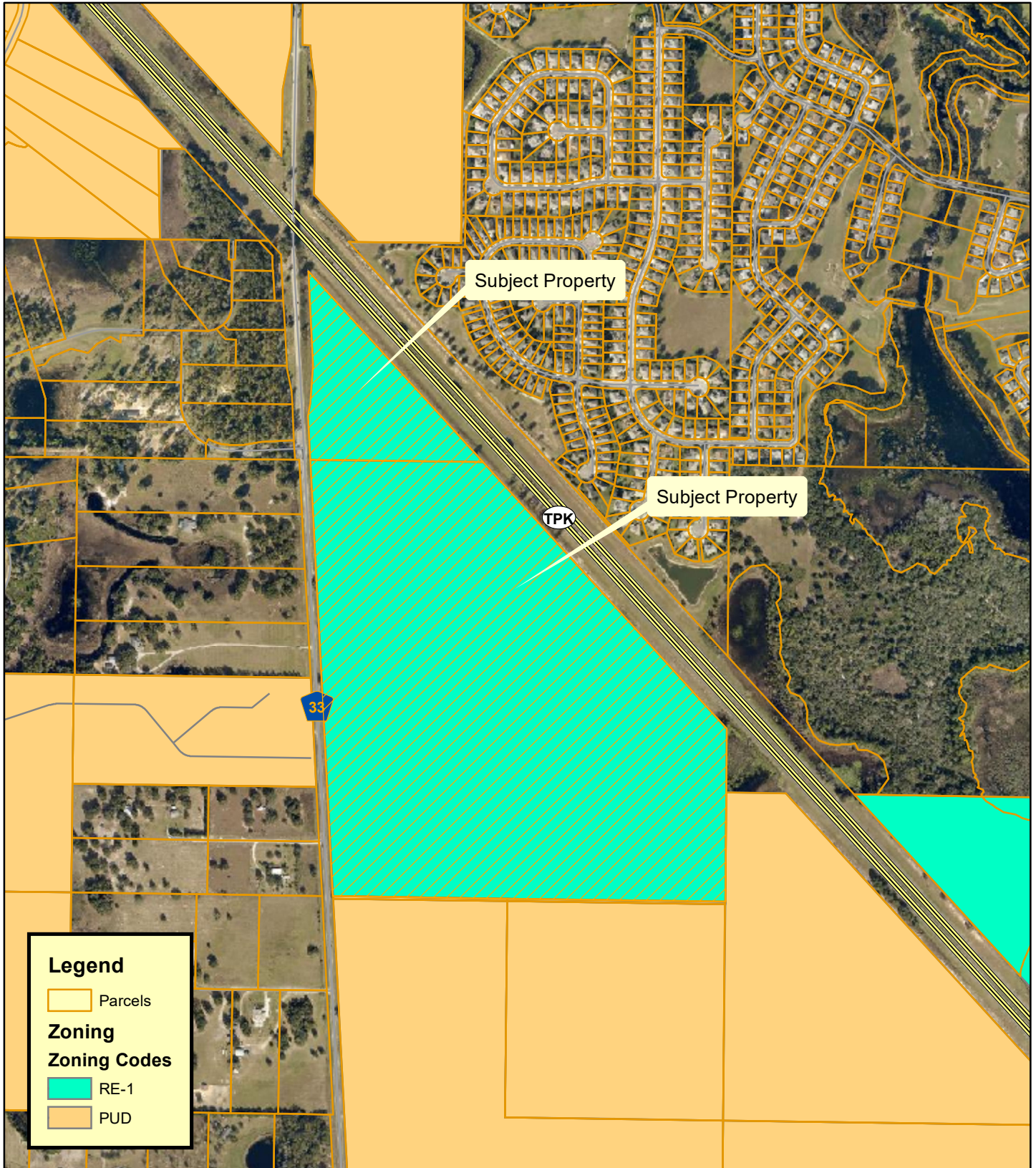
CR 33 and 24918 CR 33, Leesburg, FL 34748

AK #s: 1035422, 1296633

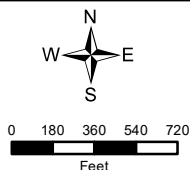
Sections 27 and 34, Township 20 South, Range 24 E

September 20, 2023

Zoning



**Planning
& Zoning
Division**



PUD-23-456

Tierra Vista

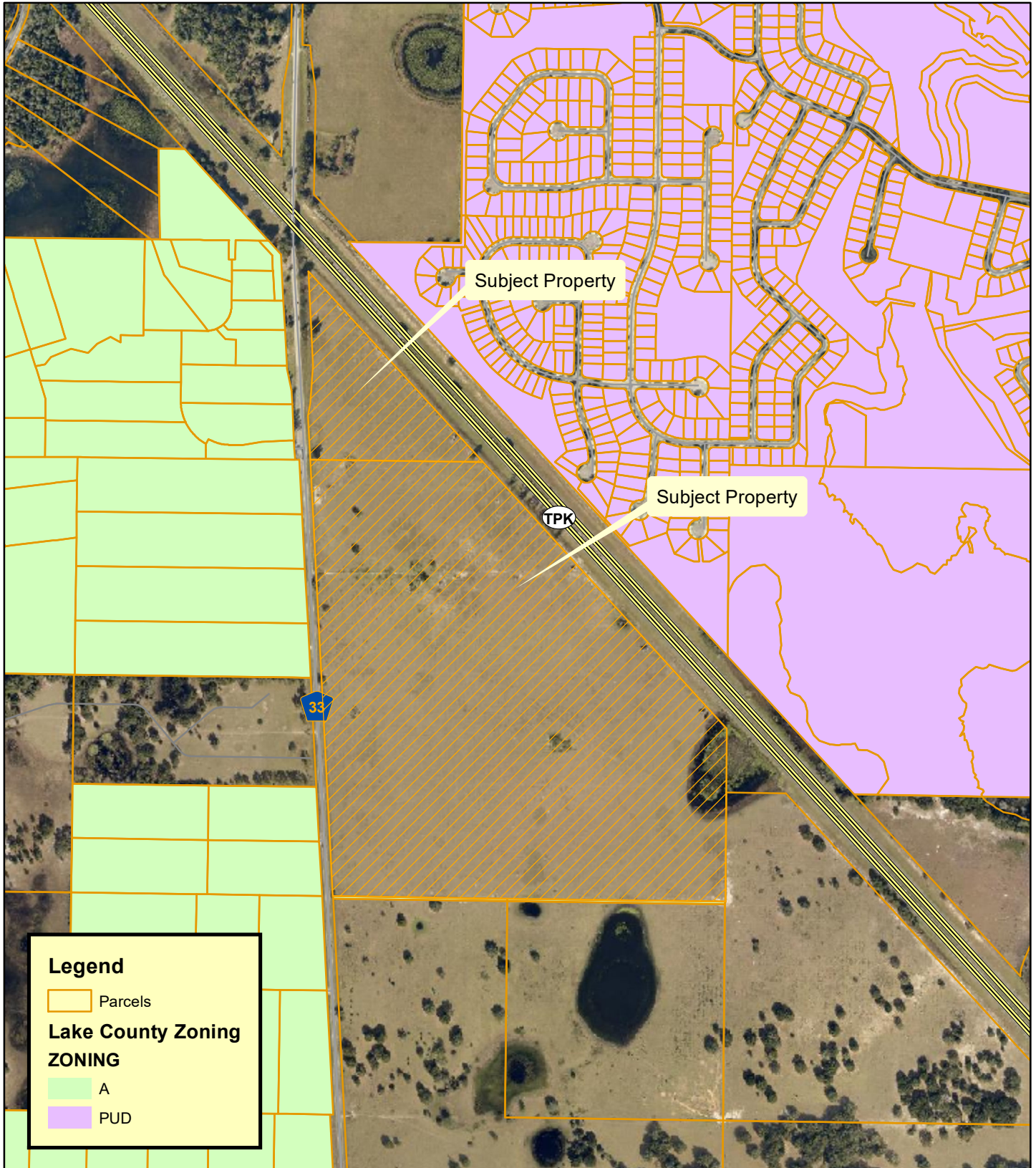
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AK #s: 1035422, 1296633

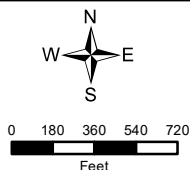
Sections 27 and 34, Township 20 South, Range 24 E

September 20, 2023

Lake County Zoning



**Planning
& Zoning
Division**



PUD-23-456

Tierra Vista

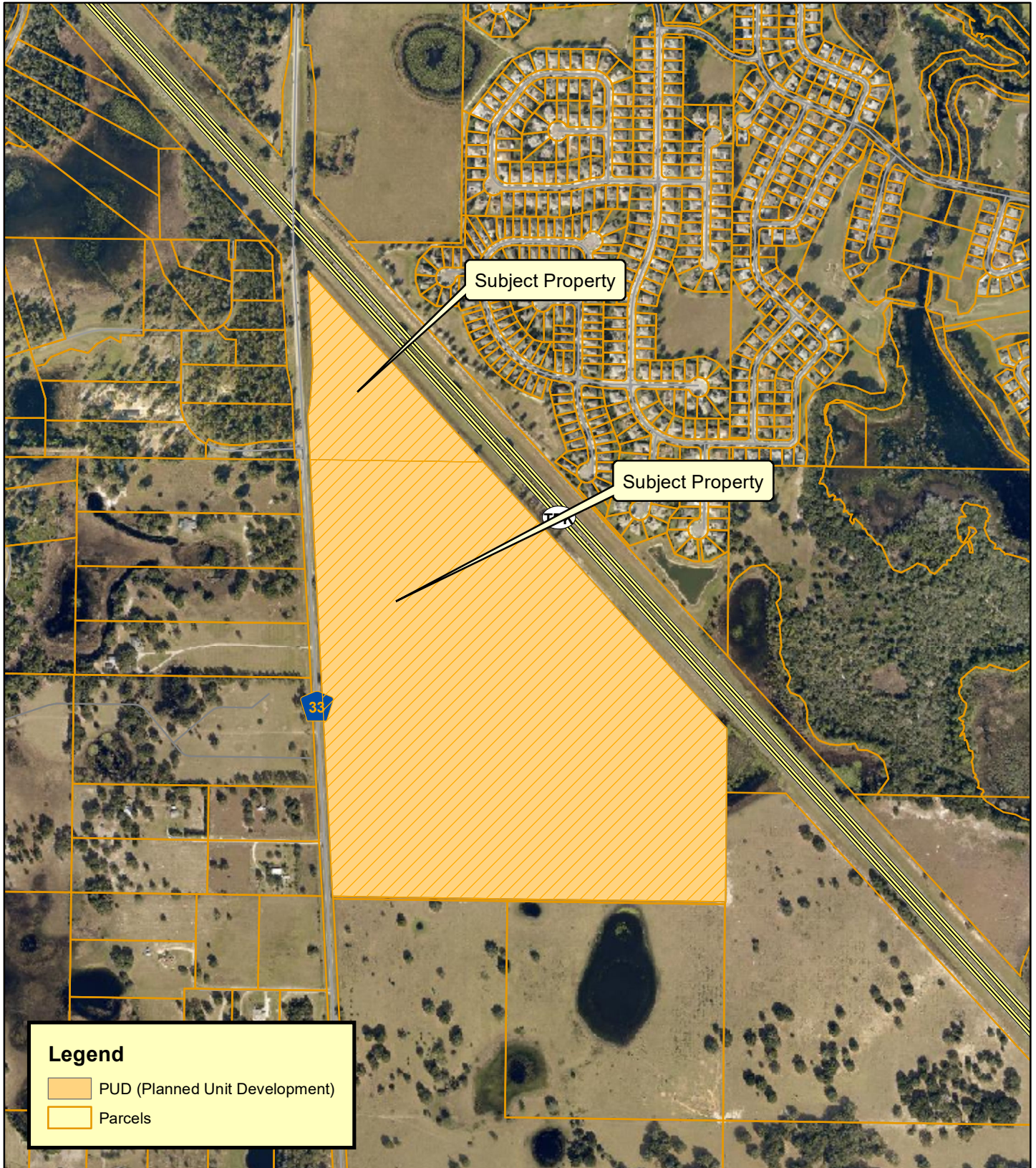
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AK #s: 1035422, 1296633

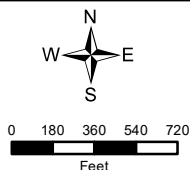
Sections 27 and 34, Township 20 South, Range 24 E

September 20, 2023

Proposed Zoning



**Planning
& Zoning
Division**



PUD-23-456

Tierra Vista

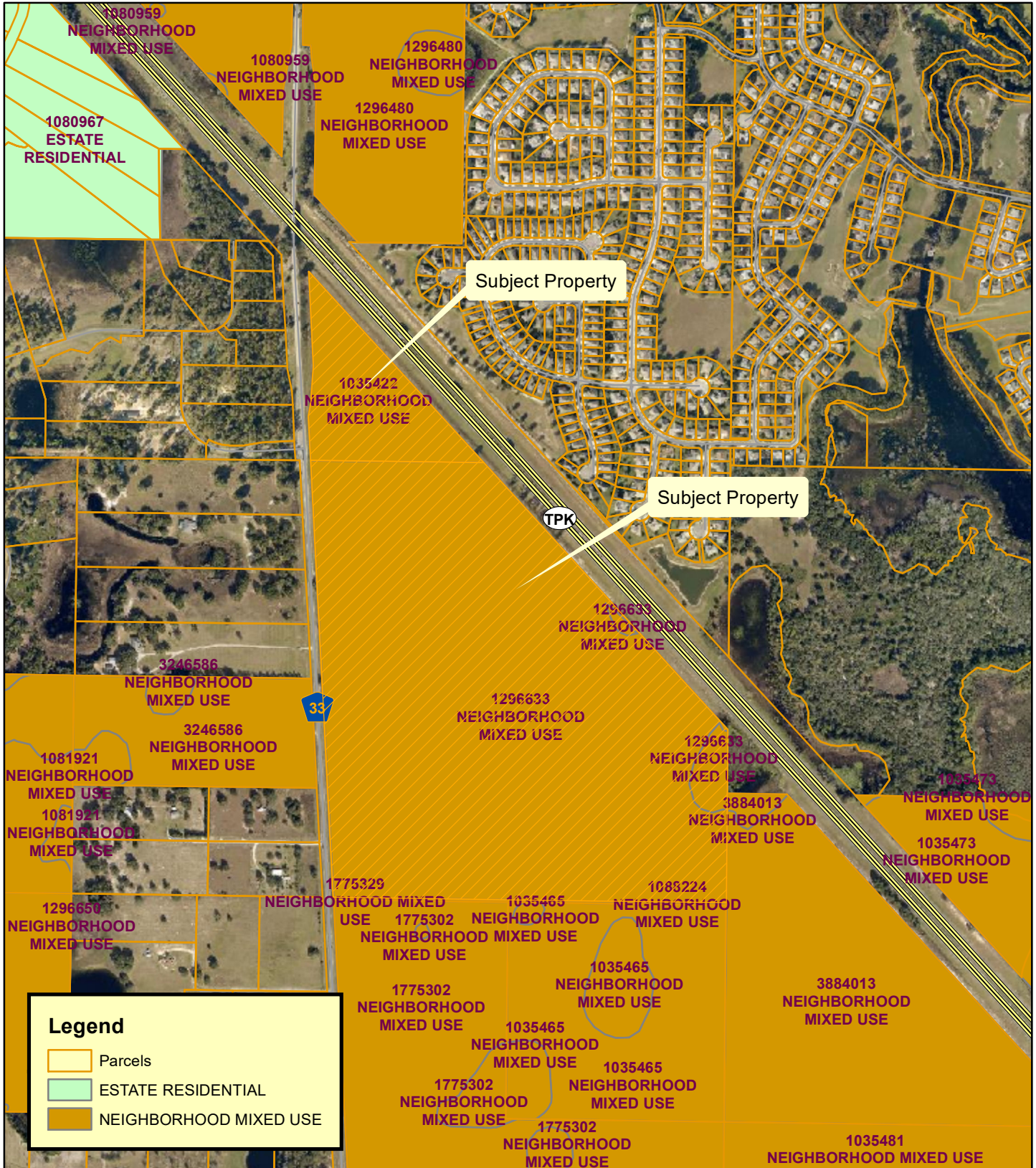
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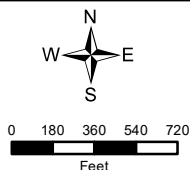
Sections 27 and 34, Township 20 South, Range 24 E

September 21, 2023

Future Land Use



**Planning
& Zoning
Division**



PUD-23-456

Tierra Vista

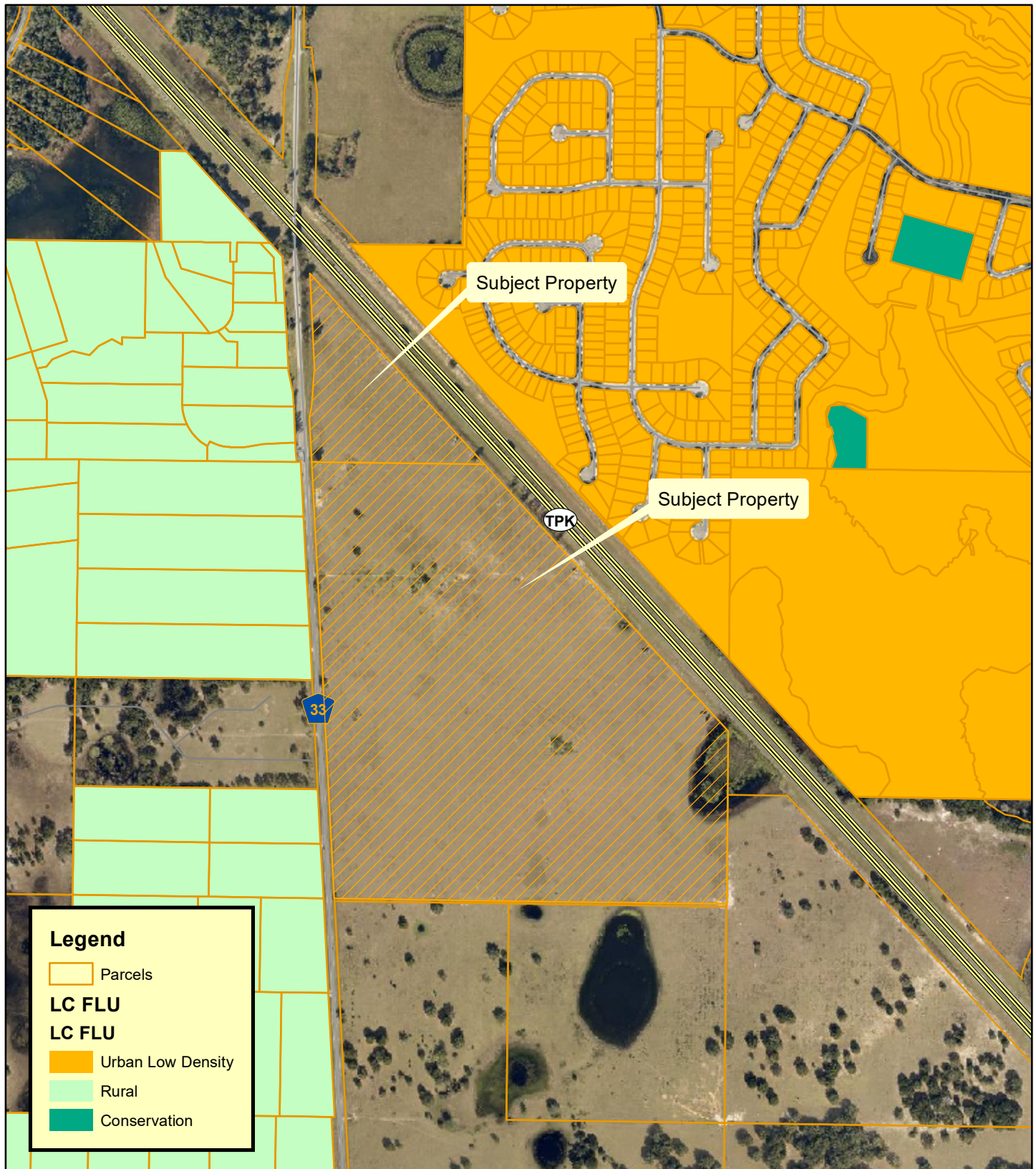
CR 33 and 24918 CR 33, Leesburg, FL 34748

AK #s: 1035422, 1296633

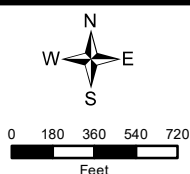
Sections 27 and 34, Township 20 South, Range 24 E

September 20, 2023

Lake County Future Land Use



**Planning
& Zoning
Division**



PUD-23-456

Tierra Vista

CR 33 and 24918 CR 33, Leesburg, FL 34748

AK #s: 1035422, 1296633

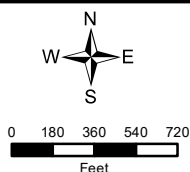
Sections 27 and 34, Township 20 South, Range 24 E

September 20, 2023

Surrounding Land Uses



**Planning
& Zoning
Division**

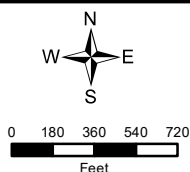


PUD-23-456
 Tierra Vista
 CR 33 and 24918 CR 33, Leesburg, FL 34748
 AK #s: 1035422, 1296633
 Sections 27 and 34, Township 20 South, Range 24 E
 September 21, 2023

Flood Zone



**Planning
& Zoning
Division**



PUD-23-456

Tierra Vista

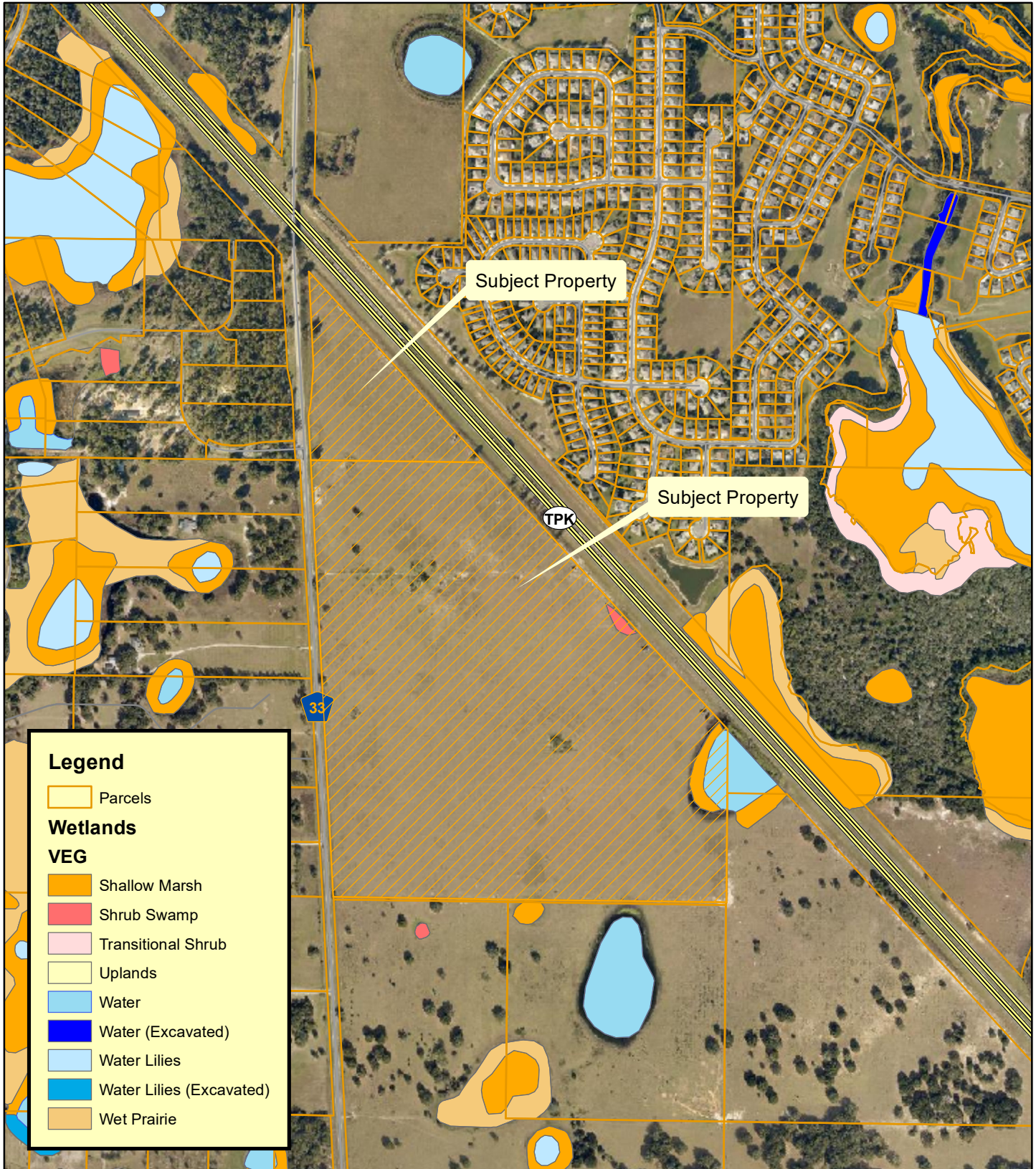
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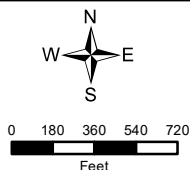
Sections 27 and 34, Township 20 South, Range 24 E

September 20, 2023

Wetlands



**Planning
& Zoning
Division**



PUD-23-456

Tierra Vista

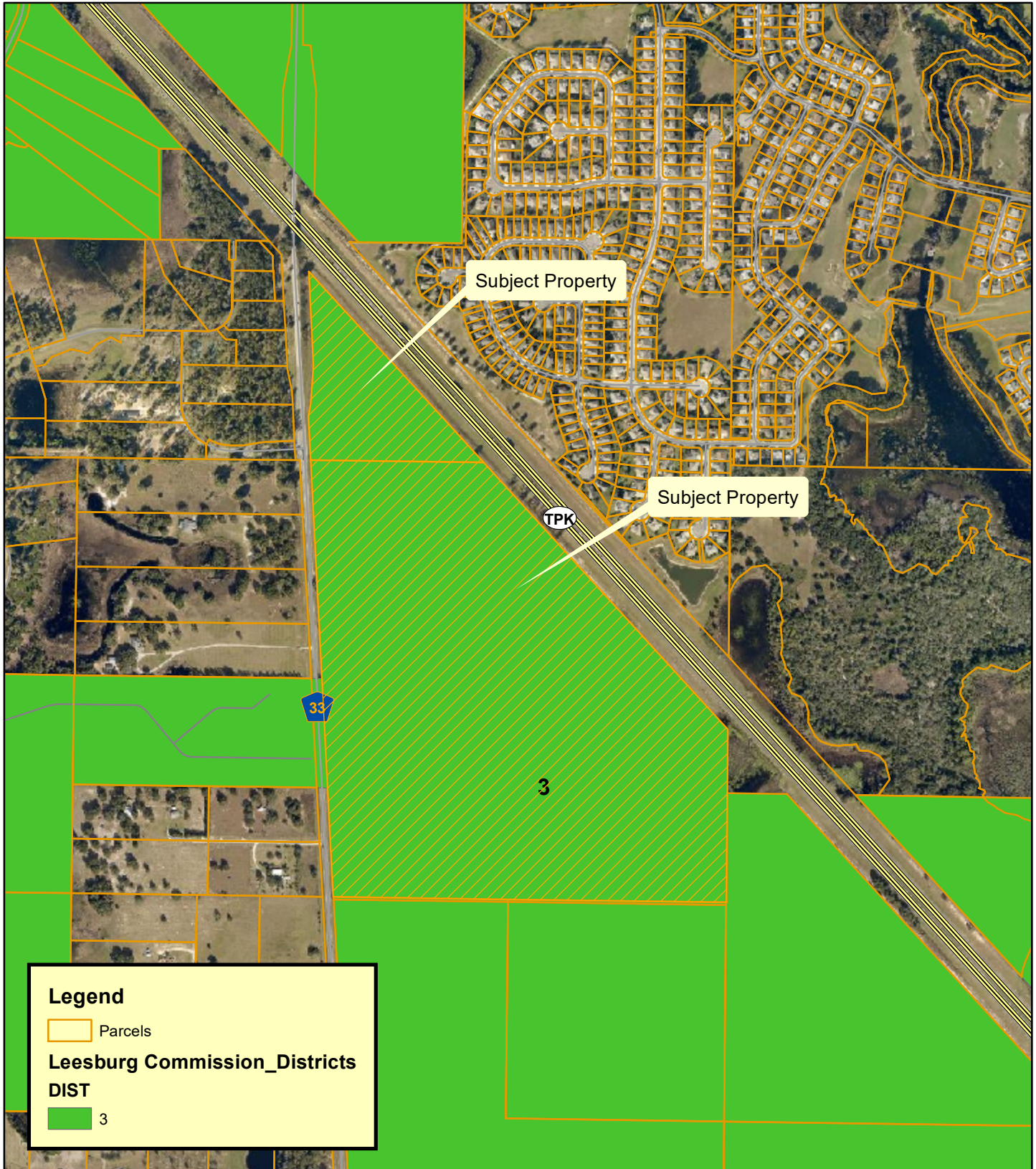
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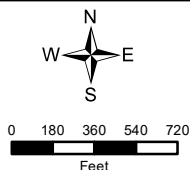
Sections 27 and 34, Township 20 South, Range 24 E

September 20, 2023

Commission District



**Planning
& Zoning
Division**



PUD-23-456

Tierra Vista

CR 33 and 24918 CR 33, Leesburg, FL 34748

AK #s: 1035422, 1296633

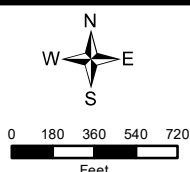
Sections 27 and 34, Township 20 South, Range 24 E

September 20, 2023

Surrounding Property Owners



**Planning
& Zoning
Division**



PUD-23-456

Tierra Vista

CR 33 and 24918 CR 33, Leesburg, FL 34748

AK #s: 1035422, 1296633

Sections 27 and 34, Township 20 South, Range 24 E

September 21, 2023

OwnerName	OwnerAddre	OwnerCity	OwnerState	OwnerZip
DONALD BRUCE SMITH TRUST	24735 COUNTY ROAD 33	GROVELAND	FL	34736
SANKEY NEVILLE G & JACQUELINE LIFE ESTATE	3442 ASHWOOD ST	GROVELAND	FL	34736
TLC WHITEMARSH LLC	605 COMMONWEALTH AVE	ORLANDO	FL	32803
TLC BANNING RANCH LLC	605 COMMONWEALTH AVE	ORLANDO	FL	32803
LEESBURG 33 ASSOCIATES LLC	7978 COOPER CREEK BLVD STE 100	UNIVERSITY PARK	FL	34201
VICKERY MICHA C LIFE ESTATE	9539 WELDON CIR APT 315	TAMARAC	FL	33321
COLEMAN ALLAN & YONG H	8 HIGHVIEW CT	MASCOTTE	FL	34753
HERNANDEZ HERNANDEZ JOSE L & CHARITY J	24911 COUNTY ROAD 33	OKAHUMPKA	FL	34762
CARRIGAN THOMAS P & TARA A	11906 SANDY RUN RD	KNOXVILLE	TN	37934
GRANDISON GARICK	7011 STONE CHAPEL CT	ORLANDO	FL	32818
PATERSON COLIN D &	4514 RIVER GEM AVE	WINDERMERE	FL	34786
ALTAF FAMILY LP	569 PALIO CT	OCOE	FL	34761
CLEARWATER RESERVE HOA INC	1201 W HIGHWAY 50	CLERMONT	FL	34711
TIERRA VISTA SPO RECIPIENTS	SENT 9/29/2023			

**TIERRA VISTA CR 33 PUD
PUD (PLANNED UNIT DEVELOPMENT CONDITIONS)
October 19, 2023**

This Planned Unit Development Conditions for a PUD (Planned Unit Development) zoning district is granted by the City of Leesburg Planning Commission, Lake County, Florida to **Hanover Land Company, 605 Commonwealth Avenue, Orlando, FL 32803 (Ben Snyder, Petitioner), "Permittee"** for the purposes described herein, and subject to the terms and conditions as set forth in this document, pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 "Planned Unit Development" of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND

The "Permittee" is requesting a Planned Unit Development (PUD) zoning district to allow future construction of a proposed residential development consisting of approximately 135.3 acres containing a maximum of 371 detached single-family residential units, generally located east of County Road 33 and south of the Florida Turnpike, on a site within the City of Leesburg in accordance with their PUD application and supplemental information.

PURPOSE

The purpose of this document is to provide appropriate zoning standards for a high-quality built environment through the application of flexible and diversified land development requirements, which shall be implemented in conjunction with a master site development plan and the City of Leesburg Code of Ordinances, therefore allowing for more efficient and optimal use of the subject property, and to increase the overall economic opportunity and employment base of Leesburg, Florida.

CONDITIONS

The following conditions shall apply to the development proposed herein. If any instance where the conditions of this document may conflict with the City of Leesburg Code of Ordinances, this document shall prevail as the determining requirement.

1. **PERMISSION** is hereby granted to **Hanover Land Company, 605 Commonwealth Avenue, Orlando, FL 32803 (Ben Snyder, Petitioner), "Permittee"** to construct, operate, and maintain a Planned Unit Development in and on real property in the City of Leesburg, in accordance with the requirements set forth herein. The property is more particularly described below.
2. **LEGAL DESCRIPTION**

See attached **Exhibit B, Legal Description**.

3. LAND USE

The above-described property, containing approximately 135.3 acres, shall be used for platted single-family residential development, pursuant to City of Leesburg development codes and standards.

A. Permitted Uses

1. Detached single family residential units
2. Accessory structures for residential uses
3. Sales office in a single-family unit
4. Accessory retail within a recreation center or clubhouse, intended for the primary use of residents, such as a snack bar
5. Temporary modular sales center office (during construction and sales of new units) not to exceed one year, and construction office not to exceed two years from the approval of the final plat of the final phase for the subdivision. Model homes may be used as sales centers during the duration of the project.

B. Prohibited Uses

1. Attached single family units (Townhouses)
2. Duplex/Triplex uses
3. Multi-family units (Apartments)
4. Commercial uses (as a primary use)
5. All other uses not specifically permitted within these conditions under Permitted Uses above shall be prohibited.

4. DEVELOPMENT STANDARDS

A. The project shall contain a maximum of 371 detached single-family residential units, at a gross density not to exceed 2.74 units per acre on the approximately 135.3-acre site, as shown on **Exhibit C, Conceptual Development Plan**.

B. A mix of lot sizes is permitted as long as all lots are equal to or larger than the required minimums.

C. Along each street, homes with the same architectural design shall not be immediately adjacent (side by side) or directly across from a lot with the same design. Facades may be varied to meet this requirement. The maximum impervious surface for the project shall be 65%. Community and private swimming pools shall not count toward the impervious surface calculation.

D. The minimum lot development standards shall be:

1. For 50-foot lots:
 - a. A maximum of 276 lots shall have a minimum lot width of fifty (50) feet.
 - b. Minimum house size: 1,600 square feet living area.
 - c. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
 - d. Minimum lot size shall be 5,750 square feet.
 - e. Minimum lot width 50 feet
 - f. Minimum lot depth 115 feet

- g. Minimum building setbacks:
 - Front – 25 feet;
 - Porch – 20 feet (porch must be a minimum width of 5 feet).
 - Rear – 18 feet;
 - Side – 5 feet;
 - Corner Side – 15 feet.
2. For 60-foot lots:
- a. No less than 95 lots shall have a minimum lot width of sixty (60) feet.
 - b. Minimum house size: 1,700 square feet.
 - c. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
 - d. Minimum lot size shall be 6,900 square feet.
 - e. Minimum width 60 feet
 - f. Minimum depth 115 feet
 - g. Minimum building setbacks:
 - Front – 25 feet;
 - Porch – 20 feet (porch must be a minimum width of 5 feet).
 - Rear – 18 feet;
 - Side – 5 feet;
 - Corner Side – 15 feet.
3. For all structures:
- a. Each residential structure shall have a minimum two car garage.
 - b. Gutters shall be installed on all horizontal fascia for any home that has a 5-foot side yard, or less, setback. For lots with a side yard setback of 7.5 feet or greater, no gutters are required.
 - c. For any lots with a house footprint of over 70 feet in depth, the rear setback may be reduced to 15 feet.
 - d. Roof overhang shall not exceed forty (40) percent of the distance between the building wall and the property line.
 - e. Maximum building height: two (2) stories or 35 feet.
 - f. Accessory structures shall have a minimum rear and side setback of 5 feet and single accessory structures that are not attached to the principal structure shall not occupy more than 30 percent of the required rear yard.
 - g. Attached screened enclosures (no solid roof) must maintain a minimum setback of five (5) feet from the side and rear property line. Attached swimming pool screened enclosure shall also maintain a minimum setback of five (5) feet from the side or rear property lines.
 - h. Solid roof structures attached to the residence must meet the required rear setback as noted under “Minimum building setbacks.”
 - i. As part of the site plan approval process, city staff shall review final site design standards in accordance with the approved PUD (Planned Unit Development) zoning conditions set forth herein.

5. DESIGN/ARCHITECTURAL STANDARDS

- A. All buildings shall utilize at least five (5) of the following design features to provide visual relief along all elevations of the single-family units. Designs may vary throughout the development.
1. Dormers
 2. Gables
 3. Recessed or raised entries
 4. Covered porch entries
 5. Cupolas
 6. Pillars or decorative posts
 7. Bay window (minimum 12-inch projections)
 8. Eaves (minimum 6-inch projections)
 9. Front windows with arched glass tops and minimum 4-inch trim.
 10. Garage vehicle doors shall incorporate the following elements: raised decorative panels, decorative glass panels or panes, decorative hinges, etc.
 11. Front doors shall incorporate the following decorative elements: raised decorative panels, decorative glass panels or panes, decorative handles, etc.
 12. Stone accents
 13. Shutters
 14. Board and batten siding
 15. Hardy board siding
 16. Raised banding
 17. Craftsman style garage doors
- B. Exterior building materials contribute significantly to the visual impact of a building on the community. These materials shall be well designed and integrated into a comprehensive design style for the project. The total exterior wall area of each building elevation shall be composed of one of the following:
1. At least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.
 2. At least thirty percent (30%) full-width brick or stone, with the balance being stucco and/or a “cementitious” lap siding. (A “cementitious” lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option.).
 3. All textured stucco shall be permitted subject to the provision of at least five (5) unique design features such as recessed garages, tile or metal roofs, arched windows, porches, etc. in the elevations of the buildings or the buildings are all brick stucco.
 4. For all designs, architectural facades and features shall be submitted and reviewed by the Planning and Zoning Manager or designee for compliance prior at time of site plan review.
- C. Other similar design variations meeting the intent of this section may be approved by the Planning and Zoning Manager or designee.

- D. The architectural styles and facades shown in **Exhibit D, Representative Façade Samples** herein are considered conceptual.
- E. The Permittee shall utilize “Dark Sky” lighting principles when selecting lighting fixtures for all street lighting. Such lighting shall achieve the overall effect of containing and shielding excessive light pollution from adjacent properties. Appropriate designs are shown on as Exhibit E, attached hereto.

6. OPEN SPACE, LANDSCAPING & BUFFER REQUIREMENTS

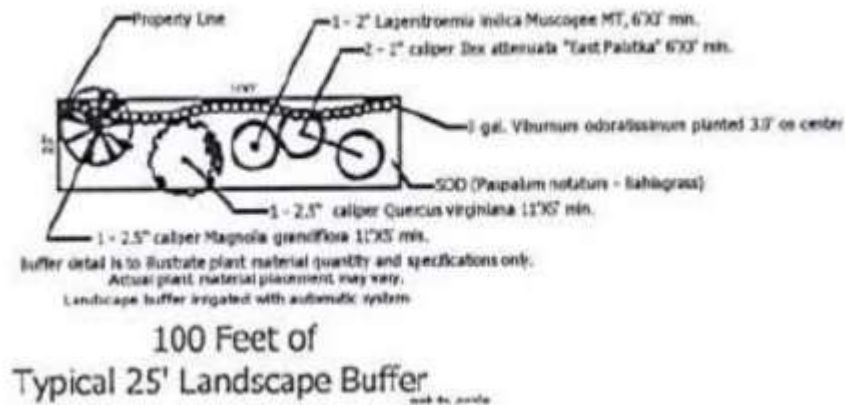
- A. A minimum of 35% open space shall be provided throughout the development. Open space may consist of buffers, wetlands retention and recreation areas.
- B. A minimum fifty (50)-foot wide landscape buffer tract shall be provided along the Florida Turnpike ROW. Twenty-five feet (25) of the buffer tract closest to residential lots within the development shall have plantings as shown in Figure B below.
- C. A minimum twenty-five (25)-foot wide buffer tract with plantings as shown in Figure B below, shall be provided along all other property boundaries not along the Florida Turnpike ROW. These landscape buffers shall be separate from all other platted lots, shall not be part of individually platted lots, and shall be a common area to be maintained by an entity such as a Property Owners or Homeowners Association.
- D. Each platted single-family residential lot of record shall contain a minimum of one canopy tree, located within in the front yard, selected from the list of trees within the City of Leesburg Code of Ordinances, *Section 25-328 Table 1, Canopy Trees*, plus at least one other tree, located in the back yard. All other requirements for tree planting based on lot size under the Code of Ordinances shall remain in effect.
- E. A spilt-rail fence, of either wood or vinyl/synthetic construction, shall be installed along the CR 33 frontage of the property. The split-rail fence shall be installed at a minimum height of four (4) feet. Said fence shall be maintained by the Property Owners or Homeowners Association. A solid six-foot fence of PVC or other synthetic material, shall be allowed as an option to the split-rail fence.
- F. Along the property line(s) adjoining Florida Turnpike, a six-foot high masonry wall or 8-foot high PVC or other opaque fencing material, may be substituted wherever the Florida Turnpike ROW abuts a residential lot. The property line(s) adjoining Florida Turnpike which abut open space, wetlands, or other non-residential lot use, the wall may be substituted for a fence along the property’s perimeter, meeting the above requirements in this PUD Agreement, Section 6 E. Said fence or masonry wall, if constructed, shall be maintained by the Property Owners or Homeowners Association.

- G. Land uses allowed within the upland buffers are limited to hiking trails, walkways, passive recreation activities and stormwater facilities as permitted by St. Johns River Water Management District.
- H. All landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances, Section 25-329, and at a minimum shall contain the following plantings as noted in Figures A and B below.

Figure A

Canopy Trees (per 100 l.f.)	2 per 100 linear ft
Tree CAL/Height	2" cal, 12' overall height
Optional Ornamental Trees (per 100 l.f.)	3 per 100 linear ft
Tree CAL/Height	2" cal, 7' overall height
Shrub Screen (per 100 l.f.)	
Square Ft. of Shrubs	(33) 3 gal plants, 18"—24" minimum at installation (depending on species); hedges to be 36"—42" high by thirty-six (36) inches wide hedge or continuous landscape screen with a ninety (90) percent opacity within one (1) year of planting
Container size	3 gal

Figure B



- I. Variations to the landscape and buffering requirements of the code may be approved by the Planning and Zoning Manager or designee, to the extent that the overall intent of the PUD and the Landscaping Code are maintained, including consideration of existing fencing on adjacent properties and existing natural vegetative buffers.
- J. The surveying of trees on the property shall be conducted as follows:
1. All specimen, heritage and historic trees shall be surveyed. Staff will review the tree survey and such trees shall be saved where possible during the site plan

review process. This may include amending the site plan to save specimen, heritage and historic trees.

2. Site areas that are to preserve existing trees do not need to be included in the survey unless the trees are to be used in preservation/replacement requirements.
3. The tree survey shall be completed by a licensed surveyor.

7. SITE ACCESS AND SIGNAGE

- A. The main vehicular access to the project site shall consist of at least two (2) primary access points on County Road 33, as reviewed by Lake County Public Works, and/or FDOT as applicable, and shown on the **Conceptual Development Plan - Exhibit C**, as amended. All access points are conceptual and subject to Lake County approval. Actual location and design of all roads shall be determined during the site plan review process and shall include consideration of, and connection to, sidewalks, recreation paths, etc. All other access shall be reviewed for necessity and requirements through Lake County and the City of Leesburg development and permitting processes. Any additional access points shall be subject to site plan application review process.
- B. The main access points on County Road 33 shall be constructed as a “boulevard-type” roadways, having a landscaped median area of at least eight (8) feet in width, and designed to allow emergency access vehicles room to maneuver. This will include left and right turn lanes exiting the property if required during site plan review. This entrance shall be reviewed and adjusted by staff as needed at the Site Plan and Construction Plan review.
 1. Offsite road improvements on existing roads adjacent to the property may be required based on finalized access locations. Such improvements may include, but are not limited to, left and right turn lanes, right-of-way dedication, and pavement rehabilitation. Any proposed offsite road improvements must be approved by Lake County Public Works.
 2. Prior to completion of the subdivision design plans, the developer shall work with the Lake County Department of Public Works to ensure all appropriate required roadway and access improvements for the development are made part of the plans submitted to the City of Leesburg.
 3. The Master Development Plan, and the access points proposed thereon, are considered conceptual until the appropriate engineering and site plan reviews, along with any required upgrades are completed for the project.
- C. All access points are subject to review and approval by the appropriate permitting agency, including FDOT, Lake-Sumter Metropolitan Planning Organization, Lake County and the City of Leesburg as applicable. The developer shall be responsible for on and offsite improvements required as a result of any access points. The developer shall be responsible for all on and offsite improvements required as a result of any access points.

- D. Each required access point shall provide a decorative entry feature to include a concrete, brick or stucco wall at least five (5) feet in height, on each side of the entryway. This may be used for signage per City of Leesburg Code of Ordinances, as amended.
- E. Alternative designs for the ground enclosure support and bases of a monument sign may be approved by the Planning and Zoning Director or designee, where the architectural style would be in keeping with the intent of these sign regulations.
- F. Roadway interconnectivity shall be provided as shown on the **Conceptual Development Plan – Exhibit C**, as needed, to allow for connection points between this development and future development of adjacent properties.

8. **TRANSPORTATION IMPROVEMENTS**

- A. Any transportation improvements or rights-of-way that may be required shall be based on projected needs and shall be contingent upon site plan approval by City staff during the development review and permitting process. The plan review process shall include consideration of required sidewalks, recreation paths, etc.
- B. A traffic/transportation study shall be submitted for review and determination of any necessary access improvements, and including any off-site improvements legally required by Lake County, the Lake-Sumter MPO, or the City of Leesburg. Said improvements will be the responsibility of the Permittee.
- C. The Permittee shall provide necessary traffic improvements within and adjacent to the development which are legally required by Lake County, the Lake-Sumter MPO, and City of Leesburg.
- D. All roads within the development shall be designed and constructed to meet the City of Leesburg requirements.
- E. The Permittee shall be responsible for obtaining all necessary legally required Lake County permits and a copy of all permits shall be provided to the City of Leesburg.
- F. The City of Leesburg shall not be responsible for the construction of any roads or transportation improvements.
- G. All roads within the development shall be constructed to meet the City of Leesburg's standards, ARTICLE VII – TECHNICAL STANDARDS, as amended.
 - 1. Should the Permittee (or designee) desire to dedicate the proposed project's internal road system to the City of Leesburg; the Permittee shall demonstrate to the satisfaction of the City of Leesburg that the road system is in suitable condition and meets all City road design requirements.

2. Should the Permittee (or designee) choose to retain the roadways, the Permittee shall establish an appropriate legal entity that shall accept responsibility to pay the cost and perform all services required to maintain the roads and transportation improvements to City of Leesburg codes and standards, as amended. A Homeowners or Property Owners Association, or other such legal entity will be considered acceptable. As a condition of accepting the roadway system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project and may require bonds or other financial assurance of maintenance for some period of time.
- H. Sidewalks shall be provided on both sides of the entrance road(s) and internal roads, and shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall be of sufficient width to contain sidewalks on both sides of each street. All sidewalks shall be constructed in accordance with City of Leesburg Codes.

9. UTILITIES

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

- A. A detailed site plan that indicates all the provisions for electric, water, sewer, and/or natural gas in accordance with the City of Leesburg Land Development Codes.
- B. Developer shall bear all responsibility, financial and otherwise, for the construction and installation of all utility infrastructure and other improvements related to the use and development of the property, consistent with the typical pioneering agreement approved on new home projects in the city, including such off-site improvements required by the City and all other appropriate government agencies. All such requirements shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.
- C. Developer shall be responsible for the installation of a natural gas appliances in eighty percent (80%) of all single-family homes in the development as required by the City of Leesburg Code of Ordinances as amended.
- D. The City of Leesburg intends to service the property with water and wastewater services at this time. At the time of connection, all regulations in place at the time of the request shall be required, including but not limited to impact fees, connection and utility service deposit charges. The cost of supplying water and wastewater lines and other necessary infrastructure such as lift stations to the development shall be the responsibility of the applicant.

10. STORMWATER/DRAINAGE MANAGEMENT

All drainage shall be designed and constructed in a manner to meet all State of Florida and City of Leesburg codes, including the requirement that all stormwater runoff is contained within the boundaries of the properties, and does not create a detriment to surrounding properties. Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

- A. A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.
- B. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.
- C. A responsible legal entity for the maintenance of the stormwater management system on the plat prior to the approval of the final plat of record. A homeowner's or property owners association is an acceptable maintenance entity.
- D. The existing 100-year flood plain on the property shall be shown on all plans and lots.
- E. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and /or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.
- F. A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District shall be provided to the City during the site plan review process.
- G. Should the Permittee desire to dedicate the proposed project's stormwater management system to the City of Leesburg; the City, at its discretion, may accept or not accept the stormwater management system.
 - 1. Prior to acceptance, the Permittee shall demonstrate to the City the stormwater management system is in a suitable condition and meets City of Leesburg and St. Johns River Water Management District requirements.
 - 2. As a condition of accepting the system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project.

11. WETLANDS, FLOOD ZONES & WILDLIFE

- A. All wetlands on the project site shall be identified by a jurisdictional wetland boundary line, and the location and extent of each wetland shall be determined by the Department of Environmental Protection, St. Johns River Water Management

District and/or U.S. Army Corp of Engineers. Each wetland shall be placed on a suitable map, signed and sealed by a surveyor registered to practice in Florida and shall be submitted as part of the site plan application process.

- B. To the extent practicable, wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, the St. Johns River Water Management District or another legal entity such as a homeowner's association. The conservation easement shall require that the wetlands be maintained in their natural and unaltered state. Wetlands shall not be included as a part of any platted lot, other than a lot platted as a common area, which shall be dedicated to the St. Johns River Water Management District or another legal entity such as a homeowner's association for ownership and maintenance.
- C. Buildings or structures shall be a minimum of 50 feet from any wetland jurisdiction boundary.
- D. Wetlands shall have an average upland buffer of 25 feet, with a minimum of 15 feet or the upland buffer established by St. Johns River Water Management District and/or U.S. Army Corp of Engineers; whichever is more restrictive. All upland buffers shall be naturally vegetated and upland buffers that are devoid of natural vegetation shall be re-planted with native vegetation or as required by St. Johns River Water Management District and/or U.S. Army Corp of Engineers.
- E. Land uses allowed within the upland buffers for wetlands are limited to stormwater facilities as permitted by St. Johns River Water Management District.
- F. If wetland alteration is permitted by St. Johns River Water Management District and/or U.S. Army Corp of Engineers, wetland mitigation shall be required in accordance with permit approvals from St. Johns River Water Management District or U.S. Army Corp of Engineers, whichever is more restrictive.
- G. A wildlife management plan for the project site shall be prepared based on the results of an environmental assessment of the site and any environmental permit required from applicable governmental agencies. The wildlife management plan shall be submitted to the City as part of the site plan application process.
- H. A map indicating the location of the 100-year flood plain.
- I. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and/or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.
- J. Through the Site Plan Review process, the developer shall coordinate with the City of Leesburg, Lake County and all impacted government agencies regarding elevation determinations, compensatory storage and overall design of the

subdivision within and near flood hazard boundary areas, to ensure compliance with all regulations.

12. IRRIGATION & WATER USEAGE

- A. All landscaped areas shall be irrigated and designed to meet Section 25-327, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.
- B. The use of St. Augustine grass, or other varieties of grass which require significant amounts of water are prohibited. The use of Bahia, Bermuda, Zoysia or other grasses which are more drought tolerant are permitted.

13. RECREATIONAL REQUIREMENTS

- A. Recreational development provided on the site may include active and passive uses, as well as enclosed or unenclosed recreational space, devoted to the joint use of the residents. Such recreational space shall consist of not less than 200 square feet of space per dwelling unit, or 1.70 total acres, whichever is greater.
- B. Recreational requirements shall include at least one primary active recreation area, to include a swimming pool and cabana with onsite parking. Other recreation areas may include such uses as a children's playground with equipment, dog park area or gazebo. The primary recreational facility shall be constructed in conjunction with and completed no later than the completion of 50% of the maximum number of approved residential units.
 - 1) Retention parks shall be included in the design of the subdivision and shall be designed such that park areas, which may consist of dry retention areas, can be used as open fields, playgrounds or trails, as shown on the attached **Conceptual Site Plan, Exhibit C**.
 - 2) A trail shall be constructed around the dry retention/flood compensation park. This trail shall be headed by an amenity center site area consisting of a minimum of 50,000 square foot site, as seen on the attached **Exhibit C**.
- C. Credit for recreational space shall be given for areas dedicated to recreational space, to include items such as a clubhouse with recreation room, swimming pool, outdoor cooking facilities such as grills, youth playgrounds, play courts, dog parks or other similar uses which will meet the intent of this document. Other similar uses which will meet the intent of this document may be supplied by the developer.
- D. Active recreational activity space shall be calculated at a rate of 1.25 times for activities such as, but not limited to:
 - 1. Trails, playgrounds, basketball, tennis, handball courts, etc.
 - 2. Community swimming pool, including the deck area surrounding such pools.
 - 3. Indoor recreation rooms provided such rooms are permanently maintained for the use of residents for recreational purposes.
 - 4. Other active recreational activities may be used for credit, subject to approval by the City of Leesburg.

14. MAINTENANCE

- A. With the exception of any public utilities, maintenance of all site improvements, including but not limited to roadways, drives, internal sidewalks, landscaping and drainage shall be the responsibility of the property owner. A homeowner's association or property owner's association shall serve as an appropriate entity for all common properties within the development.

15. DEVELOPMENT PHASING & IMPLEMENTATION

- A. The proposed project may be constructed in phases in accordance with the Planned Unit Development Conditions and Conceptual Plan. Changes to the development conditions or conceptual plan, other than those conditions described in these PUD Conditions of Approval, shall be revised in accordance with the Planned Development review process, City of Leesburg Code of Ordinances.
- B. Implementation of the project shall substantially commence within one-hundred twenty (120) months after approval of this Planned Development. In the event, the conditions of the PUD have not been substantially implemented during the required time period, the City of Leesburg shall have the option of scheduling the PUD, with due notice to the owner and surrounding property owners, for reconsideration by the Planning Commission at their next available regular meeting. The Planning Commission will consider whether to extend the PUD approval or rezone the property to another appropriate zoning classification.
- C. As part of the overall development process, if the project is constructed in phases, then plat of the lots for each approved phase shall contain only portions of the development approved under the Site Plan Review Process, i.e. each phase platted shall match each phase submitted for site plan review.

16. MISCELLANEOUS CONDITIONS

- A. The uses of the proposed project shall only be those uses identified in the approved Planned Unit Development Conditions. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.
- B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.
- C. Construction and operation of the proposed use(s) shall at all times comply with the Planned Unit Development conditions set forth herein, and with all City and other governmental agencies rules and regulations.
- D. The transfer of ownership or lease of any or all of the property described in these PUD Conditions of Approval shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established and agrees to be bound by these conditions. The

purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.

- E. These PUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition as set forth herein.

17. LEVELS OF SERVICE

A. Levels of Service

- 1. As submitted, the development resulting from the proposed zoning change may result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to water, wastewater, roads, drainage, and solid water. No final development order (site plan and building permits) shall be granted for proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.

B. Utilities

1. Projected Capacities

- i. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.

- C. If the development requires construction of new distribution or collection lines, or other infrastructure needed to develop the subdivision, the developer will be required to construct such facilities to provide service. The developer will bear the cost of design, permitting and construction. Any such facilities must be constructed in a fashion consistent with the City's master plans and to the City standards and specifications.

D. Commitment of Capacity

- 1. There are no previous commitments of any existing or planned excess capacity for this property.

E. Ability to Provide Services

- 1. At this time, the City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.
- 2. Future development within the City of Leesburg utility service areas may impact the provision of utility services.

EXHIBIT B

LEGAL DESCRIPTION (from Permittee Submittal)

Parcel 1 (Alt Key No. 1035422):

The South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 27, Township 20 South, Range 24, East, in Lake County, Florida, lying East of State Road 33 and South of the Florida State Turnpike. LESS AND EXCEPT that portion of the above described property conveyed to the Florida State Turnpike Authority by deed recorded O.R. Book 211, Page 143, of the Public Records of Lake County, Florida.

Parcel 2 (Alt Key No. 1296633):

The Northeast $\frac{1}{4}$ of Section 34, Township 20 South, Range 24, East, in Lake County, Florida, lying East of State Road 33 and South of the Florida State Turnpike. LESS AND EXCEPT that portion of the above described property conveyed to the Florida State Turnpike Authority by deed recorded O.R. Book 211, Page 143, of the Public Records of Lake County, Florida.



CONCEPTUAL LOT COUNT	
TYPE	TYPE
SINGLE FAMILY DETACHED	SINGLE FAMILY DETACHED
MIN. LOT SIZE	MIN. LOT SIZE
50' x 120'	60' x 120'
QUANTITY	QUANTITY
276	95
SYMBOL	SYMBOL

FULL CONCEPTUAL SITE PLAN



EXHIBIT D

REPRESENTATIVE FAÇADE SAMPLES









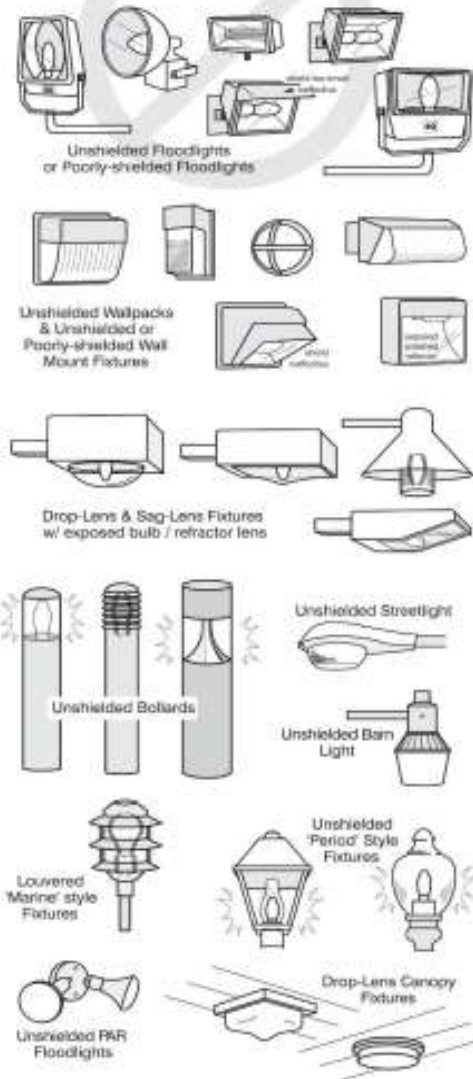


TYPICAL DARK SKY LIGHTING FIXTURES

Examples of Acceptable / Unacceptable Lighting Fixtures

Unacceptable / Discouraged

Fixtures that produce glare and light trespass



Acceptable

Fixtures that shield the light source to minimize glare and light trespass and to facilitate better vision at night



Illustrations by Bob Chalmers 2005. Reprinted for the Town of Southampton, NY. Used with permission.

SITE DATA		
SITE AREA	135.5	AC
DEVELOPMENT AREA	130.9	AC
TOTAL NUMBER OF LOTS	371	DU
RECREATION REQUIRED: 200 SF PER LOT (MIN.)	1.7	AC
RECREATION AREA PROVIDED	4.9	AC
OPEN SPACE REQUIRED: 35%	47.4	AC
OPEN SPACE PROVIDED: 41.2%	55.8	AC
RETENTION/FLOODPLAIN	24.5	AC
AMENITY/PARKS	4.1	AC
WETLANDS/WETLAND BUFFERS	3.1	AC
DEVELOPMENT BUFFER	11.2	AC
GENERAL OPEN SPACE	12.2	AC

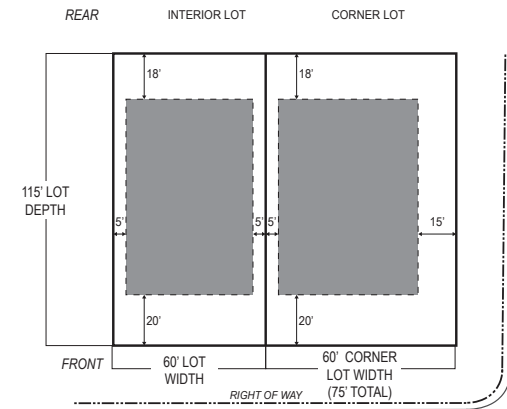
CONCEPTUAL LOT COUNT			
TYPE	MIN. LOT SIZE	QUANTITY	SYMBOL
SINGLE FAMILY DETACHED	50' x 120'	278	
SINGLE FAMILY DETACHED	60' x 120'	87	

PHASING PLAN			
TYPE	PH. 1 QUANTITY	PH. 2 QUANTITY	PH. 3 QUANTITY
50' SINGLE FAMILY DETACHED	87	100	91
60' SINGLE FAMILY DETACHED	31	39	17

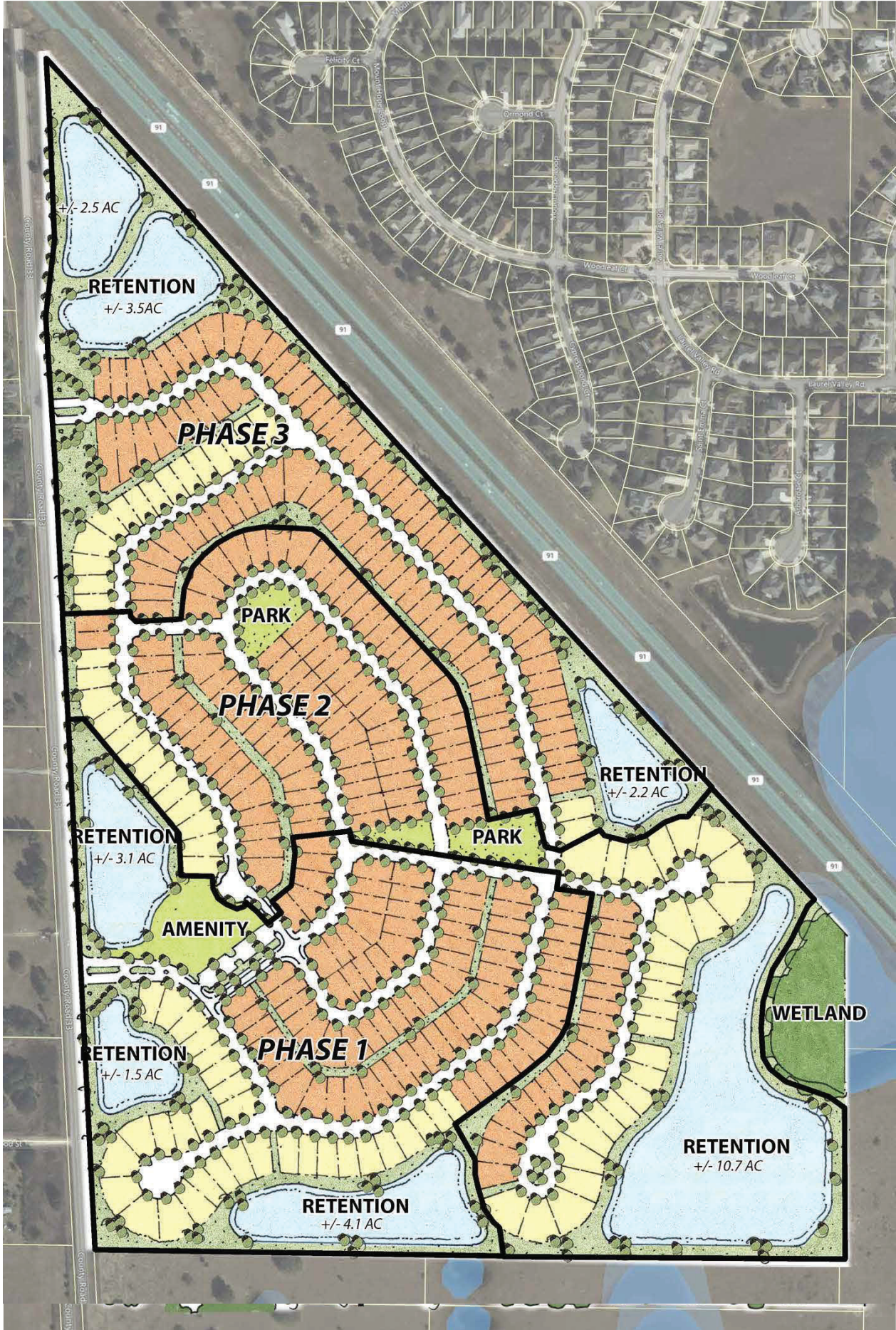
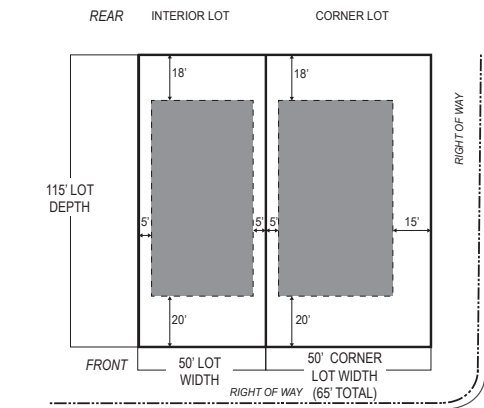
SCHOOL ZONES:
ELEMENTARY LEESBURG ELEMENTARY SCHOOL
MIDDLE OAK PARK MIDDLE SCHOOL
HIGH LEESBURG HIGH SCHOOL

UTILITY PROVIDERS:
POTABLE WATER: CITY OF LEESBURG
SANITARY SEWER: CITY OF LEESBURG
LIFT STATION TRACT: CITY OF LEESBURG
ELECTRIC SERVICE: CITY OF LEESBURG

TYPICAL 60' SINGLE FAMILY DETACHED	
MINIMUM BUILDING SETBACKS:	
FRONT	20'
REAR	18'
SIDE - INTERIOR (BETWEEN BUILDINGS)	5'
SIDE - STREET	15'
MAXIMUM BUILDING HEIGHT	2 STORIES or 35'
MINIMUM LOT WIDTH	60' INTERIOR / 75' END UNIT
MINIMUM LOT DEPTH	115'
MINIMUM LIVING AREA	1700 SF



TYPICAL 50' SINGLE FAMILY DETACHED	
MINIMUM BUILDING SETBACKS:	
FRONT	20'
REAR	18'
SIDE - INTERIOR	5'
SIDE - STREET	15'
MAXIMUM BUILDING HEIGHT	2 STORIES or 35'
MINIMUM LOT WIDTH	50' INTERIOR / 65' END UNIT
MINIMUM LOT DEPTH	115'
MINIMUM LIVING AREA	1600 SF



MASTER SITE PLAN

Tierra Vista Property
LEESBURG, FL

SEAL



gai consultants
EB 9951
618 SOUTH ST. SUITE 700
ORLANDO, FLORIDA 32801
PHONE: (407) 423-8398

PROJECT NO./DASH NO.
R220911.00

SHEET

REVISIONS

DESCRIPTION

APPRO

DWN

DATE

NO.

SCALE: AS SHOWN

DATE: 08/2023

DRAWN:

CHECKED:

APPROVED:

Business Impact Estimate

Title: TIERRA VISTA PUD

Summary of Ordinance: AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 135 +/- ACRES FROM CITY OF LEESBURG RE-1 (ESTATE DENSITY RESIDENTIAL) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW FOR SINGLE-FAMILY RESIDENTIAL DEVELOPMENT FOR A PROPERTY GENERALLY LOCATED SOUTH OF FLORIDA TURNPIKE AND EAST OF COUNTY ROAD 33, LYING IN SECTIONS 27 AND 34, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (TIERRA VISTA PUD)

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

¹ See Section 166.041(4)(c), Florida Statutes.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.1.

Meeting Date: January 22, 2024

From: Dan Miller, (Planning and Zoning Director), Max Vanallen, (Senior Planner)

Subject: An Ordinance of the City of Leesburg, Florida, adding a PDO (Planned Development Overlay), with a waiver from Section 25-282(a)(1) PDO five-acre minimum, to the existing C-1 (Neighborhood Commercial) zoning, on approximately 0.34 +/- acres, to allow for a triplex use on a property generally located north of West Main Street and west of Harold Street, lying in Section 28, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (2512 W Main Triplex PDO)

Staff Recommendation:

Planning and Zoning Staff and Planning Commission recommend approval of the request to add a PDO (Planned Development Overlay), with a waiver from Section 25-282(a)(1) PDO five-acre minimum, to the existing C-1 (Neighborhood Commercial) zoning, to allow for a triplex use.

Analysis:

A Planned Development Overlay (PDO) allows an additional use or uses but keeps the underlying zoning district. PDOs are a tool for adding appropriate uses, where applicable, with appropriate conditions.

The project site is approximately 0.34 +/- acres, and is generally located north of West Main Street and west of Harold Street as shown on the attached maps. At this time, the property is developed with an existing single-family residence. The proposal will allow a triplex structure. Uses in this area include triplex, duplex, and single family. City of Leesburg utilities are available nearby. The size of the lot will support the proposed use, and provide attainable infill housing units.

The Planning Commission held a public hearing on the application on December 14, 2023 and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the proposed PDO (Planned Development Overlay) to permit a triplex use; or

2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

Existing development on this site will create a small positive fiscal impact on the City of Leesburg, in the form of impact and utility fees, plus ad valorem taxes.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ADDING A PDO (PLANNED DEVELOPMENT OVERLAY), WITH A WAIVER FROM SECTION 25-282(A)(1) PDO FIVE-ACRE MINIMUM, TO THE EXISTING C-1 (NEIGHBORHOOD COMMERCIAL) ZONING, ON APPROXIMATELY 0.34 +/- ACRES, TO ALLOW FOR A TRIPLEX USE ON A PROPERTY GENERALLY LOCATED NORTH OF WEST MAIN STREET AND WEST OF HAROLD STREET, LYING IN SECTION 28, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (2512 W MAIN TRIPLEX PDO)

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

Section 1.

Based upon the petition of Tony Huang (Agent, Petitioner) of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the PDO (Planned Development Overlay), with a waiver from Section 25-282 (a) (1), PDO five acre requirement, to allow a triplex on said property located in Lake County Florida, is hereby added to the existing City of Leesburg C-1 (Neighborhood Commercial) zoning, to-wit:

**(Legal Description)
(See Exhibit A)**

Section 2.

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

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the _____ day of _____ 2024.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

2512 W Main Triplex PDO – 2512 W Main Street, Leesburg, FL 34748

PUD-23-489

AK#: 1353211

Legal Description Taken from Applicant Survey

Tuesday, October 24, 2023

Legal Description

THE NORTH 10' OF LOTS 4 AND 5 AND LOTS 6, 7, 8, 9, AND 10, LESS THE SOUTH 10' THEREOF,
BLOCK 2 OF PFAHL ADDITION, A SUBDIVISION IN THE CITY OF LEESBURG, FLORIDA, PLAT
BOOK 8, PAGE 58, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

2512 W Main Triplex
PLANNED DEVELOPMENT OVERLAY CONDITIONS
In a C-1 (Neighborhood Commercial) Zoning District
December 14, 2023

These Planned Development Conditions for a PDO (Planned Development Overlay) District, with a waiver from City of Leesburg Code of Ordinances Section 25-282 (a) (1), PDO five acre minimum, are granted by the City of Leesburg, Florida to **Hai Huang**, whose address is **994 Hibiscus Street, Lady Lake, Florida 34159 "Permittee" (Tony Huang, 310 Perkins Street, Leesburg, Florida 34748, Petitioner/Agent)** for the purposes, terms and conditions set forth herein pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 *Planned Development Process* of the City of Leesburg Code of Ordinances, as amended.

PURPOSE

The purpose of this document is to provide appropriate zoning standards to maintain a high quality built environment through the application of flexible and diversified land use and development requirements.

BACKGROUND

The "Permittee" has submitted an application to request a PDO (Planned Development Overlay) zoning district, with waiver from Section 25-282 (a) (1), on an approximately 0.34-acre site within the City of Leesburg in accordance with their Planned Development Overlay application and supplemental information. The property is currently zoned C-1 (Neighborhood Commercial), with a Future Land Use designation of General Commercial. The property has one 938 square foot single-family residence. The purpose is to utilize the property for a triplex.

REQUEST

1. Add a Planned Development Overlay (PDO) to a C-1 (Neighborhood Commercial) zoning to permit a triplex use in a General Commercial Future Land Use district.
2. A waiver from Section 25-282(a)(1), PDO 5-acre minimum requirement.

1. PERMISSION

Permission is hereby granted to the **Hai Huang**, whose address is **994 Hibiscus Street, Lady Lake, Florida 34159 "Permittee" (Tony Huang, 310 Perkins Street, Leesburg, Florida 34748, Petitioner/Agent)** to operate and maintain a PDO (Planned Development Overlay) in and on real property in the City of Leesburg, subject the conditions described in this document. The property is generally located north of West Main Street, west of Harold Street, and is more particularly described as shown in the attached legal description below.

2. LEGAL DESCRIPTION

See attached legal Exhibit "B"

3. LAND USES

The above-described property shall be used for C-1 (Neighborhood Commercial) uses with a PDO (Planned Development Overlay) as limited herein, and pursuant to City of Leesburg development codes and standards.

A. Uses

- 1) Uses shall be those listed as permitted uses in this document and shall occupy the approximate area as shown on the Conceptual Site Plan, Exhibit C.
- 2) Permitted uses:
 - a. Uses which are permitted within the C-1 (Neighborhood Commercial), subject to site review
 - b. Triplex
 - c. Duplex
 - d. Office uses, including general, professional and medical;
- 3) Uses prohibited shall be as follows:
 - a. All other uses not specifically approved herein or under the C-1 (Neighborhood Commercial) zoning district.

4. **SITE ACCESS**

- A. Existing access shall be maintained and shall be subject to permitting through the City of Leesburg, Lake County or the Florida Department of Transportation as required by law.

5. **DEVELOPMENT STANDARDS AND OPERATIONS**

- A. The minimum development standards, including, but not limited to, setbacks, maximum building height, impervious surface, open space, and parking requirements shall be those required for the C-1 (Neighborhood Commercial) zoning district except as amended by these conditions, which may limit the permitted uses based on site plan and parking requirements.
- B. All signs placed or constructed on the property shall comply with *Article VI- Sign Regulations, Section 25-421 through Section 25-426*, City of Leesburg Code of Ordinances, as amended.

6. **MISCELLANEOUS CONDITIONS**

- A. The uses of the proposed project shall only be those uses identified in these approved Planned Development Overlay Conditions, or as set forth in the underlying zoning district. Any other proposed use must be specifically authorized through rezoning the property, or in accordance with the Planned Development amendment process.
- B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Code of Ordinances.
- C. Construction and operation of the proposed use(s) shall at all times comply with City and other governmental agencies rules and regulations.
- D. The transfer of ownership or lease of any or all of the property described in this agreement shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to this agreement as established herein and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.
- E. These Planned Development Overlay Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions

hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition herein set out.

- F. The granting of this Planned Development Overlay does not exempt the applicant from any other applicable regulations of the City of Leesburg and other governmental agencies and assessment of impact fees as required by ordinance.
- G. On December 14, 2023, the Planning Commission has granted a waiver from City of Leesburg Code of Ordinances Section 25-282 (a) (1), which requires a subject property with minimum of five (5) acres of continuous land for a Planned Development Overlay.

**LEGAL DESCRIPTION
PUD-23-489**

**EXHIBIT B
(from Survey)**

**THE NORTH 10' OF LOTS 4 AND 5 AND LOTS 6, 7, 8, 9, AND 10, LESS THE SOUTH 10'
THEREOF,
BLOCK 2 OF PFAHL ADDITION, A SUBDIVISION IN THE CITY OF LEESBURG,
FLORIDA, PLAT
BOOK 8, PAGE 58, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.**

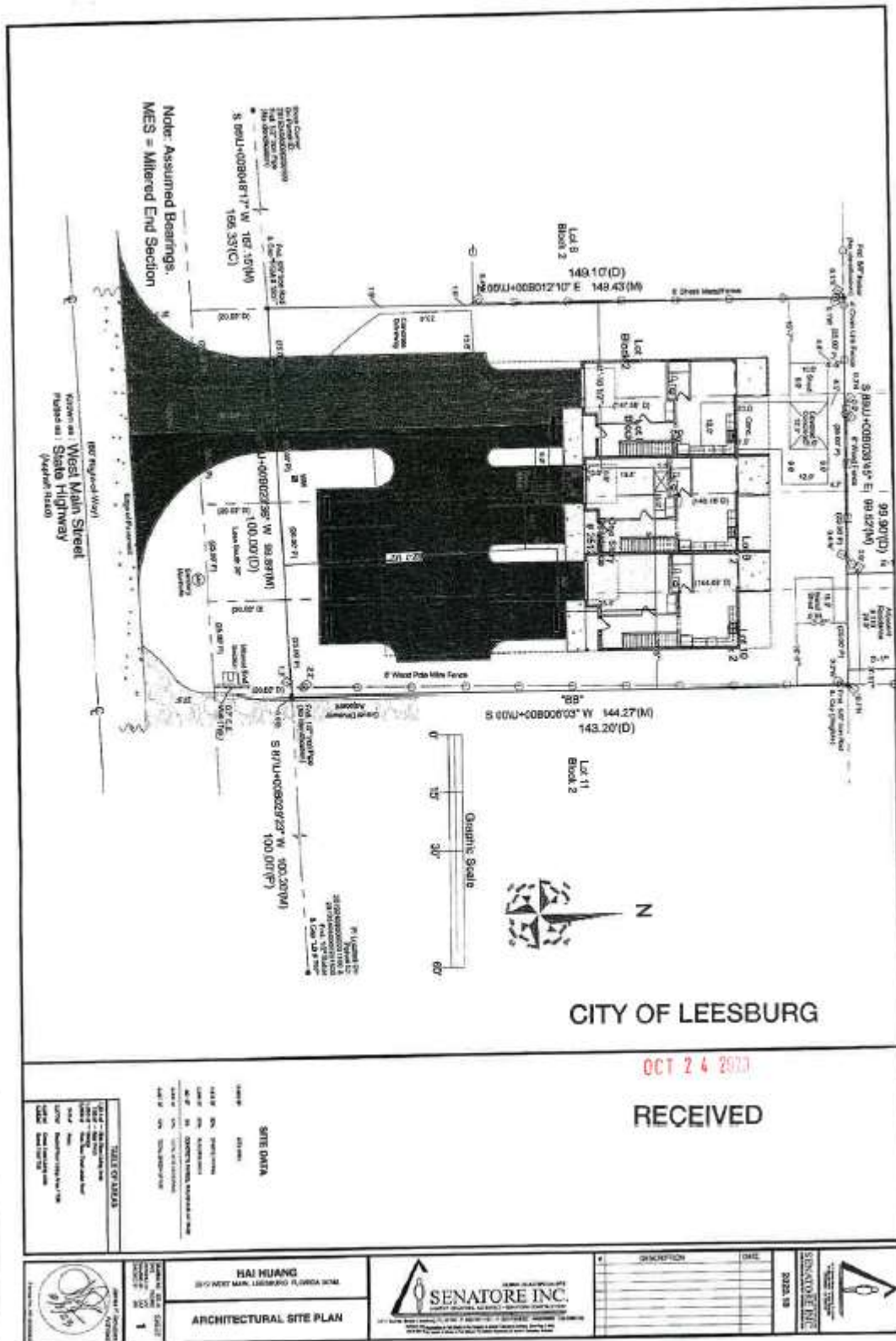


EXHIBIT D

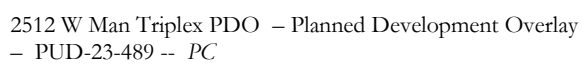
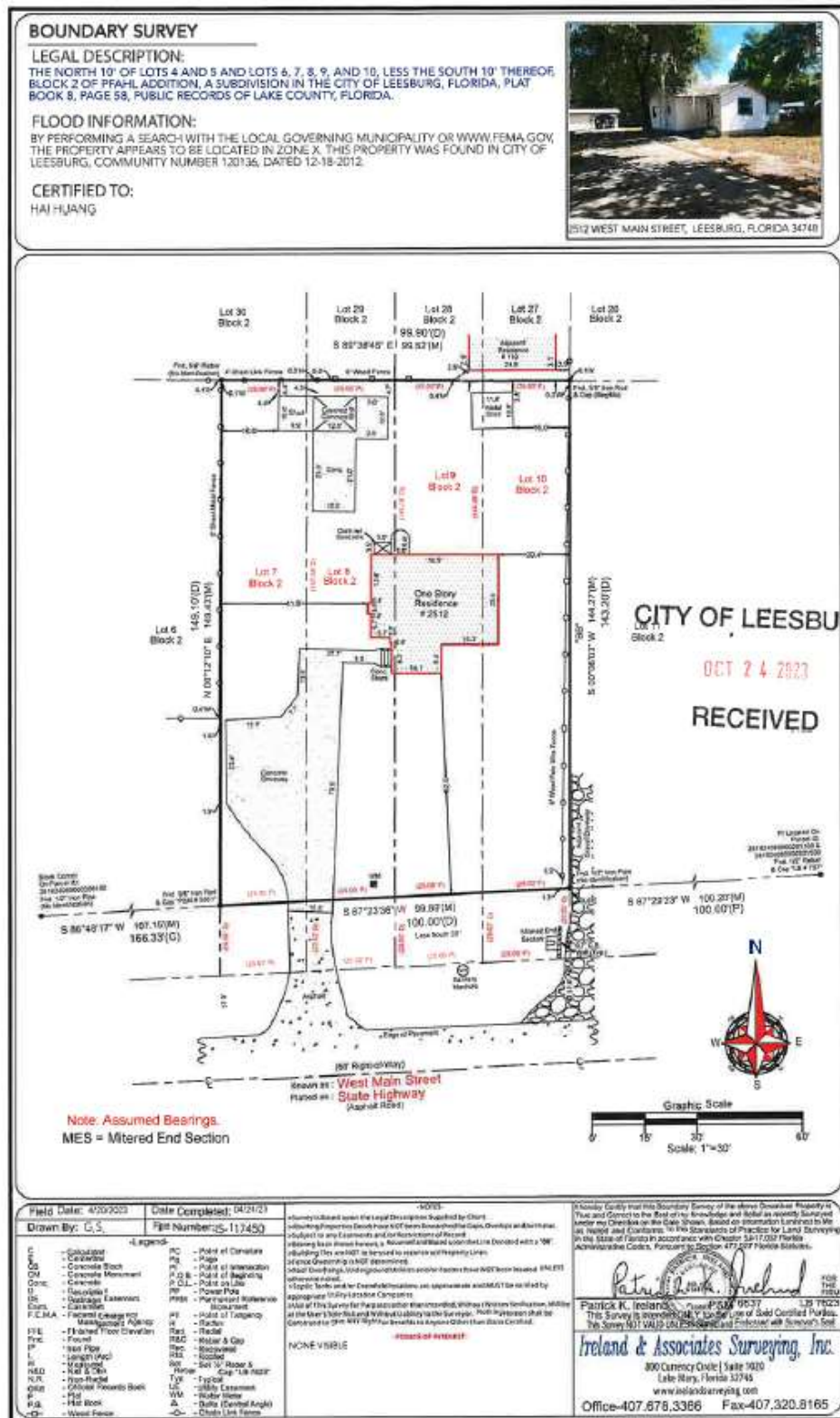


EXHIBIT E



TYPICAL DARK SKY LIGHTING FIXTURES

Examples of Acceptable / Unacceptable Lighting Fixtures

Unacceptable / Discouraged

Fixtures that produce glare and light trespass



Acceptable

Fixtures that shield the light source to minimize glare and light trespass and to facilitate better vision at night



Illustrations by Bob Cadin © 2005. Rendered for the Town of Southampton, NY. Used with permission.



CITY OF LEESBURG PLANNING & ZONING DIVISION RECOMMENDATIONS

DATE: December 14, 2023
OWNER: Hai Huang
PETITIONER: Tony Huang
PROJECT: 2512 W Main Triplex PDO
CASE NO.: PUD-23-489

REQUEST

1. Add a Planned Development Overlay (PDO) to a C-1 (Neighborhood Commercial) zoning to permit a triplex use in a General Commercial Future Land Use district.
2. A waiver from Section 25-282(a)(1), PDO 5-acre minimum requirement.

BACKGROUND

The C-1 (Neighborhood Commercial) zoning district permits triplex uses under City of Leesburg Code of Ordinances Section 23-284 (3) *Use table*. However, the Future Land Use designation of General Commercial requires a planned zoning for a residential use, per the City of Leesburg Comprehensive Plan, Future Land Use Element, B. 1. (i) *General Commercial*. As currently zoned, changes to the underlying C-1 (Neighborhood Commercial) zoning district or General Commercial Future Land Use could constitute a “spot zoning,” or an inconsistent land use amendment, and thus be incompatible with City of Leesburg Comprehensive Plan, *Future Land Use Element*, Objective 1.6, Policy 1.6.1. 5.

Per City of Leesburg Code of Ordinances Section 25-282 (a)(1), unless waived by the Planning Commission, a PDO shall include less than 5 acres of contiguous land. The subject property is 0.34 +/- acres, therefore, if the Planning Commission wishes to approve the request, the project will require a waiver.

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of the request for the following reason(s):

1. The proposed requests on the subject property are compatible with the existing zoning district of C-1 (Neighborhood Commercial), and the surrounding zoning districts including C-1 (Neighborhood Commercial), C-2 (Community Commercial), R-1 (Low Density Residential), and R-2 (Medium Density Residential).

2. There is no change proposed to the Future Land Use designation of General Commercial. The proposed request for the addition of a Planned Development Overlay, with request for waiver from Section 25-282(a)(1), is compatible with the current surrounding Future Land Use designations, including General Commercial and Low Density Residential.
3. The requests will allow a triplex use consistent with the surrounding land uses, while maintaining the existing Zoning and Future Land Use designation.
4. The proposed request does not appear to create a detriment to surrounding properties, based on the location and proximity to compatible development, and is therefore consistent with the residential use compatibility requirement in the City of Leesburg Comprehensive Plan, Future Land Use Element, B. 1. (i) *General Commercial*.

Action Requested:

1. Vote to **approve** the addition of a Planned Development Overlay on a C-1 (Neighborhood Commercial) zoning, with a waiver from Section 25-282(a)(1), and forward this recommendation to the City Commission for consideration.

**CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY**

DATE: December 14, 2023

OWNER: Hai Huang

PETITIONER: Tony Huang

PROJECT: 2512 W Main Triplex PDO

REQUEST: Addition of a Planned Development Overlay on a C-1 (Neighborhood Commercial) zoning to permit a triplex use in a General Commercial Future Land Use, with request for waiver from Section 25-282(A)(1).

CASE NO.: PUD-23-489

GENERAL LOCATION: North of W Main Street and west of Harold Street.

FUTURE LAND USE DESIGNATION: General Commercial.

SURROUNDING FUTURE LAND USE DESIGNATION:

North – General Commercial, Low Density Residential
South – General Commercial, Low Density Residential
East – General Commercial
West – General Commercial

PROPOSED FUTURE LAND USE DESIGNATION: To remain General Commercial.

EXISTING ZONING DESIGNATION: C-1 (Neighborhood Commercial)

SURROUNDING ZONING DESIGNATIONS:

North – C-1 (Neighborhood Commercial), R-2 (Medium Density Residential)
South – C-1 (Neighborhood Commercial), R-1 (Low Density Residential)
East – C-1 (Neighborhood Commercial)
West – C-1 (Neighborhood Commercial), C-2 (Community Commercial), R-1 (Low Density Residential)

PROPOSED ZONING DESIGNATION: C-1 (Neighborhood Commercial), with a PDO permitting a triplex use.

EXISTING LAND USE: Single-family residence.

SURROUNDING LAND USE:

North – Single-family
South – Single-family, Commercial
East – Triplex, Single-family
West – Single-family, Commercial, Vacant

PROPOSED LAND USE: A triplex unit.

**CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY**

DATE: December 8, 2023
OWNER: Hai Huang
PETITIONER: Tony Huang
PROJECT: 2512 W Main Triplex PDO
REQUEST: Addition of a Planned Development Overlay on a C-1 (Neighborhood Commercial) zoning to permit a triplex use in a General Commercial Future Land Use, with request for waiver from Section 25-282(A)(1).
CASE NO.: PUD-23-489

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 12/8/2023.

FIRE

No comments from the Leesburg Fire Department. – Captain Amanda Stevenson, 11/29/2023.

ELECTRIC

Electric feed will have to be from the front of the property along Main. Underground will be required. Easements may be required. – Steve Davis, 11/15/2023.

GAS

Natural gas is available. – Brandon Smith, 11/16/2023.

GIS

No comments received as of 12/8/2023.

BUILDING

No comments received as of 12/8/2023.

PUBLIC WORKS

Public Works has no issues with this item. – Cliff Kelsey, 11/15/2023.

ADDRESSING

No comments received as of 12/8/2023.

HOUSING & REDEVELOPMENT

No comments received as of 12/8/2023.

LAKE COUNTY PUBLIC WORKS

No comments received as of 12/8/2023.

LAKE COUNTY SCHOOLS

The school district doesn't have any comments for the proposed triplex structure.

Projects of less than four units are exempt from school concurrency review. – Helen LaValley, 11/21/2023.

PUBLIC RESPONSES

Approval

1 Approval (with Comments)

Disapproval

1 Disapproval (with Comments)

No comment

Notice of Appearance filed:

Approval

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

“As long as our property does not flood and as long as it does not affect our property; the fence stays up. Not giving up none of our property or selling.” - Ms. Ellen Tyler, 2510 W Main Street; Received 12/5/2023.

Disapproval

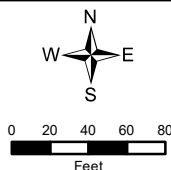
PUBLIC COMMENTS (DISAPPROVAL)

“This is an area of older homes, we do not triplex in the area, as the one that are close in the area are not maintained.” Ms. Karen Peden, 2520 Westside Drive, Received 12/7/2023.

Aerial

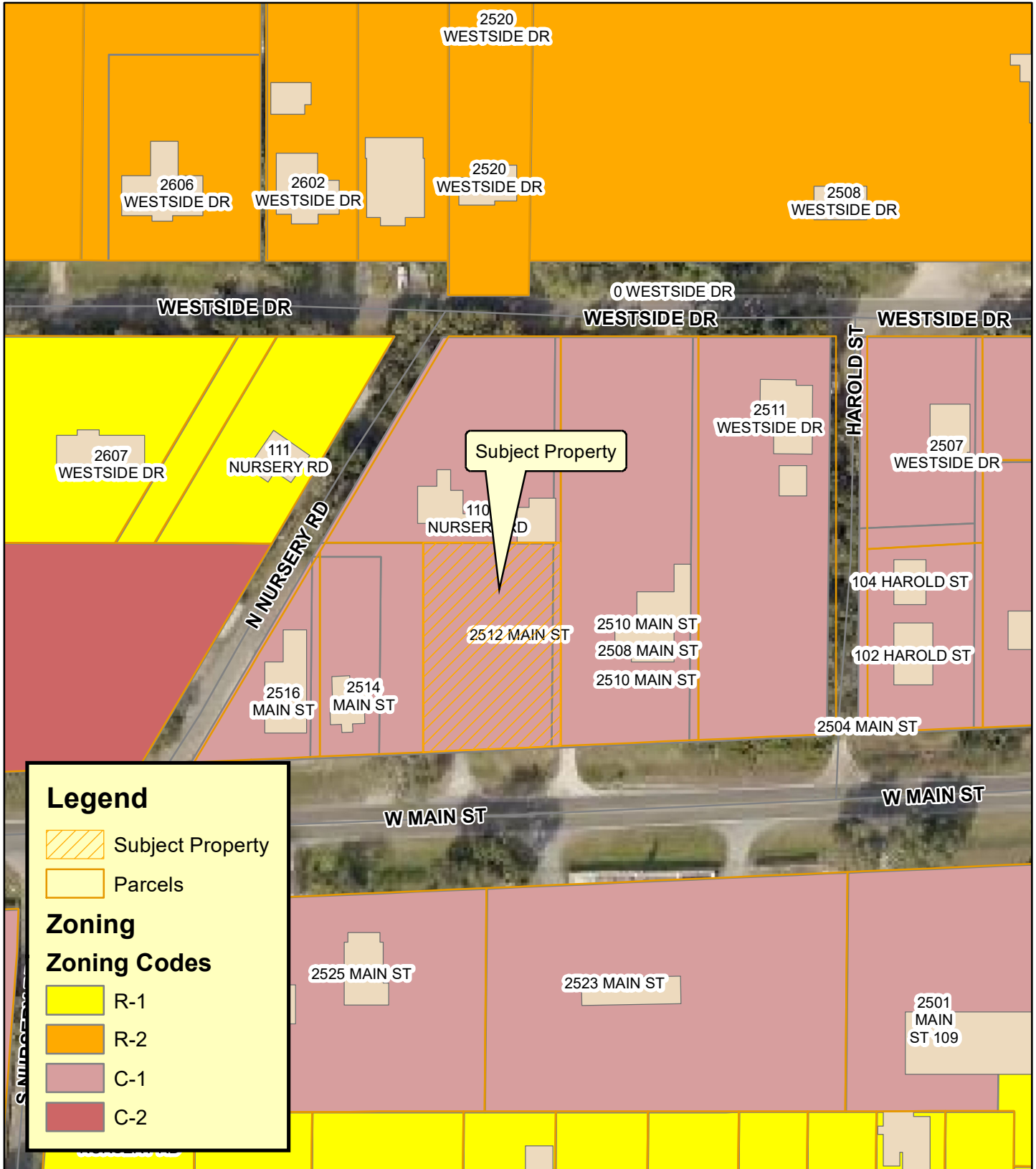


**Planning
& Zoning
Division**

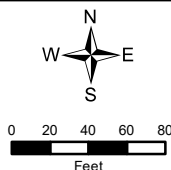


PUD-23-489
 2512 W Main Triplex PDO
 2512 W MAIN ST, LEESBURG FL, 34748
 AK #: 1353211
 Section 28, Township 19 South, Range 24 East
 October 24, 2023

Zoning



**Planning
& Zoning
Division**

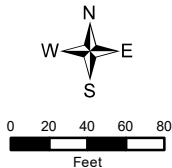


PUD-23-489
 2512 W Main Triplex PDO
 2512 W MAIN ST, LEESBURG FL, 34748
 AK #: 1353211
 Section 28, Township 19 South, Range 24 East
 October 24, 2023

Proposed Zoning

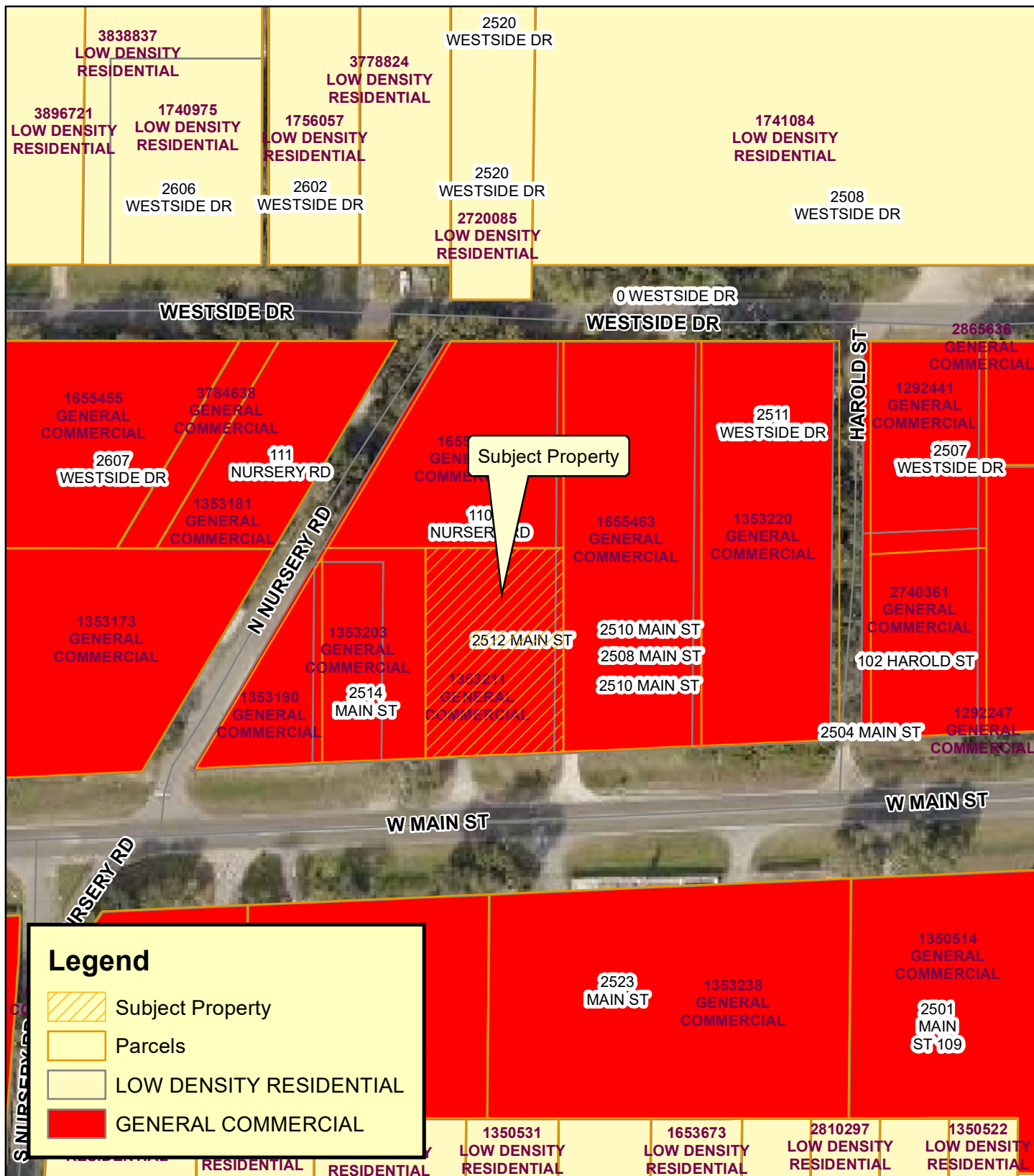


**Planning
& Zoning
Division**

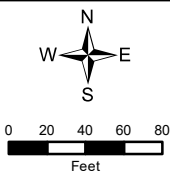


PUD-23-489
2512 W Main Triplex PDO
2512 W MAIN ST, LEESBURG FL, 34748
AK #: 1353211
Section 28, Township 19 South, Range 24 East
October 24, 2023

Future Land Use



Planning & Zoning Division



PUD-23-489
2512 W Main Triplex PDO
2512 W MAIN ST, LEESBURG FL, 34748
AK #: 1353211
Section 28, Township 19 South, Range 24 East
October 24, 2023

Surrounding Land Uses

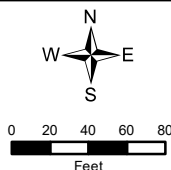


Legend

- Subject Property
- Parcels



**Planning
& Zoning
Division**



PUD-23-489

2512 W Main Triplex PDO

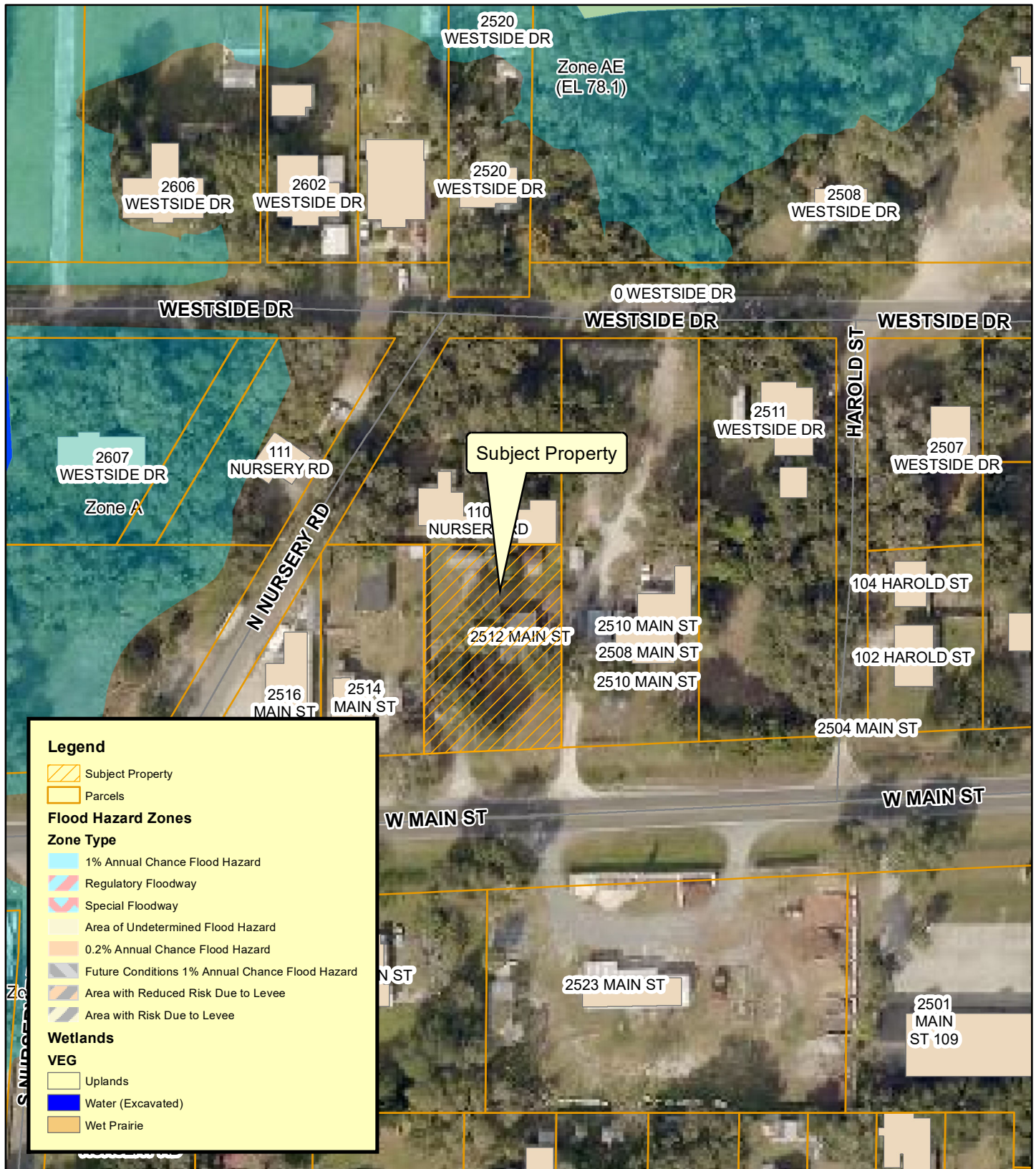
2512 W MAIN ST, LEESBURG FL, 34748

AK #: 1353211

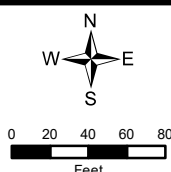
Section 28, Township 19 South, Range 24 East

October 24, 2023

Flood Zone and Wetlands

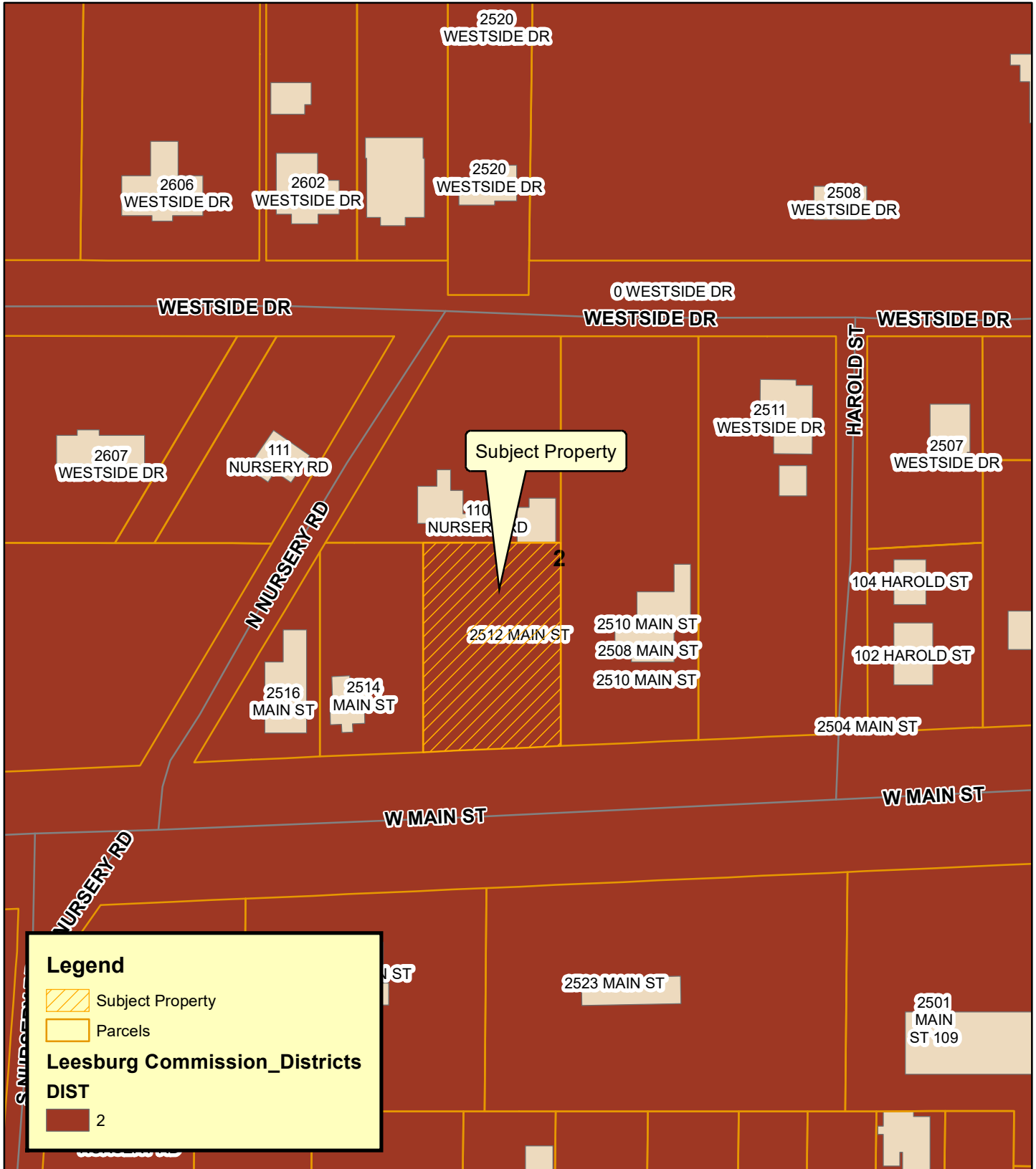


**Planning
& Zoning
Division**

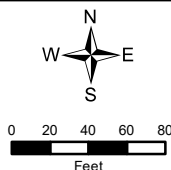


PUD-23-489
2512 W Main Triplex PDO
2512 W MAIN ST, LEESBURG FL, 34748
AK #: 1353211
Section 28, Township 19 South, Range 24 East
October 24, 2023

Commission District



**Planning
& Zoning
Division**



PUD-23-489
 2512 W Main Triplex PDO
 2512 W MAIN ST, LEESBURG FL, 34748
 AK #: 1353211
 Section 28, Township 19 South, Range 24 East
 October 24, 2023

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.2.

Meeting Date: January 22, 2024

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 464 +/- acres; and being generally located west of County Road 33, south of Florida's Turnpike, and east of County Road 48, lying in Sections 32 and 33, Township 20 South, Range 24 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date. (ANNX Banning Ranch PH III and IV)

Staff Recommendation:

The Planning and Zoning staff and the Planning Commission recommend approval of the proposed ordinance for annexation of 464 +/- acres.

Analysis:

The applicant has submitted a request for annexation of approximately 464 +/- acres, generally located west of County Road 33, south of Florida's Turnpike, and east of County Road 48, as shown on the attached General Location Map. At this time, the property is vacant and undeveloped. The current zoning is City PUD (Planned Unit Development); the proposed zoning is City PUD (Planned Unit Development). This proposal will result in a residential subdivision with city utilities.

The property is surrounded by Lake County A (Agriculture), Lake County RA (Ranchette District), and City of Leesburg PUD (Planned Unit Development). Under the conditions of the PUD (Planned Unit Development) zoning case, which is also on this agenda, no negative impacts are anticipated on adjacent properties.

Also, on this City Commission agenda, is a Large-Scale Comprehensive Plan Amendment, which, along with the Planned Unit Development Application, had recommendations for approval from the staff and Planning Commission at the public hearing held on December 14, 2023.

Procurement Analysis:

N/A

Options:

1. Approve the requested annexation. This would give the City jurisdiction over the use and future development of the subject site and provide for the application of City standards to this property; or
2. Disapprove the proposed annexation and allow the property to remain in the County.

Fiscal Impact:

A positive fiscal impact will result from the annexation of this property due to increased tax revenue added to the General Fund.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 464 +/- ACRES; AND BEING GENERALLY LOCATED WEST OF COUNTY ROAD 33, SOUTH OF FLORIDA'S TURNPIKE, AND EAST OF COUNTY ROAD 48, LYING IN SECTIONS 32 AND 33, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; PROVIDING THAT SAID PROPERTY SO ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY; PROVIDING THAT SUCH ANNEXED PROPERTY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL SUCH TERRITORY HAD BEEN A PART OF THE CITY OF LEESBURG AT THE TIME OF PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES; PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE PLACED IN CITY COMMISSION DISTRICT 3; AND PROVIDING AN EFFECTIVE DATE. (ANNX BANNING RANCH PH III AND IV)

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

Section 1.

Based upon the petition of Dr. Lew, Petitioner, (Michael J. Rankin, 1162 Camp Avenue, Mt. Dora, Florida 32757, Agent), for the property hereinafter described, shall be annexed into the city limits of the City of Leesburg, Florida, which petition has heretofore been approved by the City Commission of the City of Leesburg, Florida, pursuant to the provisions of the Laws of Florida, the hereinafter described property is hereby annexed and made a part of the city limits of the City of Leesburg, Florida. The subject property lying and situated in Lake County, Florida, is more particularly described as:

**Legal Description
(See Exhibit A)**

Section 2.

All of the property, real and personal, within said annexed territory, described in Section 1 above, as provided by this ordinance, and the inhabitants thereof, shall be subject to the government, jurisdiction, powers, franchises, duties, and privileges of the City of Leesburg, Florida, and the said annexed property shall be liable, proportionately, for all of the present outstanding and existing, as well as future, indebtedness of the City of Leesburg, Florida; that all of the ordinances of the City of Leesburg, and all the laws heretofore passed by the Legislature of the State of Florida relating to and which now or hereafter constitute its Charter, shall apply to and have the same force and effect on such annexed territory as if all such annexed territory had been a part of the City of Leesburg, Florida, at the time of the passage and approval of said laws and ordinances. The property annexed hereby is assigned to City Commission District 3;

Section 3.

All ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed;

Section 4.

This ordinance shall become effective immediately upon approval at second reading.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the _____ day of _____ 2024.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

LEGAL DESCRIPTION
BANNING RANCH – PHASES III AND IV

Parcel 1:

The East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 32, Township 20 South, Range 24 East, in Lake County, Florida.

Parcel 2:

The West $\frac{3}{4}$ of South $\frac{1}{2}$; the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$; and the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 33, Township 20 South, Range 24 East, in Lake County, Florida.

Parcel 3:

The Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 33, Township 20 South, Range 24 East, in Lake County, Florida, less the East 585 feet thereof.

Containing 463.911 acres more or less

**CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY**

DATE: October 20, 2023
OWNER: Frank J. Banning and Carol June Banning
PETITIONER: Dr. Lew
PROJECT: Banning Ranch- Phase III & IV
REQUEST: Large Scale Comprehensive Plan Amendment to Estate Residential and Rezoning to PUD (Planned Unit Development)
CASE NO.: LSCP-23-479; PUD-23-480

GENERAL LOCATION: The property is generally located west of County Road 33, south of Florida's Turnpike, and east of County Road 48

FUTURE LAND USE DESIGNATION:
Neighborhood Mixed Use

SURROUNDING FUTURE LAND USE DESIGNATION:
North – Lake County Rural
South – Lake County Rural
East – Neighborhood Mixed Use
West – Neighborhood Mixed Use

PROPOSED FUTURE LAND USE DESIGNATION:
Estate Residential

EXISTING ZONING DESIGNATION: PUD (Planned Unit Development)

SURROUNDING ZONING DESIGNATIONS:
North – Lake County A (Agriculture)
South – Lake County A (Agriculture)
East – PUD (Planned Unit Development)
West – PUD (Planned Unit Development)

PROPOSED ZONING DESIGNATION:
PUD (Planned Unit Development)

EXISTING LAND USE: Vacant property

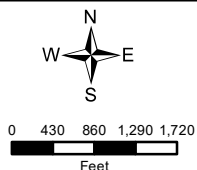
SURROUNDING LAND USE:
North – Pasture, Vacant Residential
South – Pasture, Residential
East – Pasture, Vacant Residential, Residential
West – Pasture, Timber

PROPOSED LAND USE: Residential Subdivision

Aerial

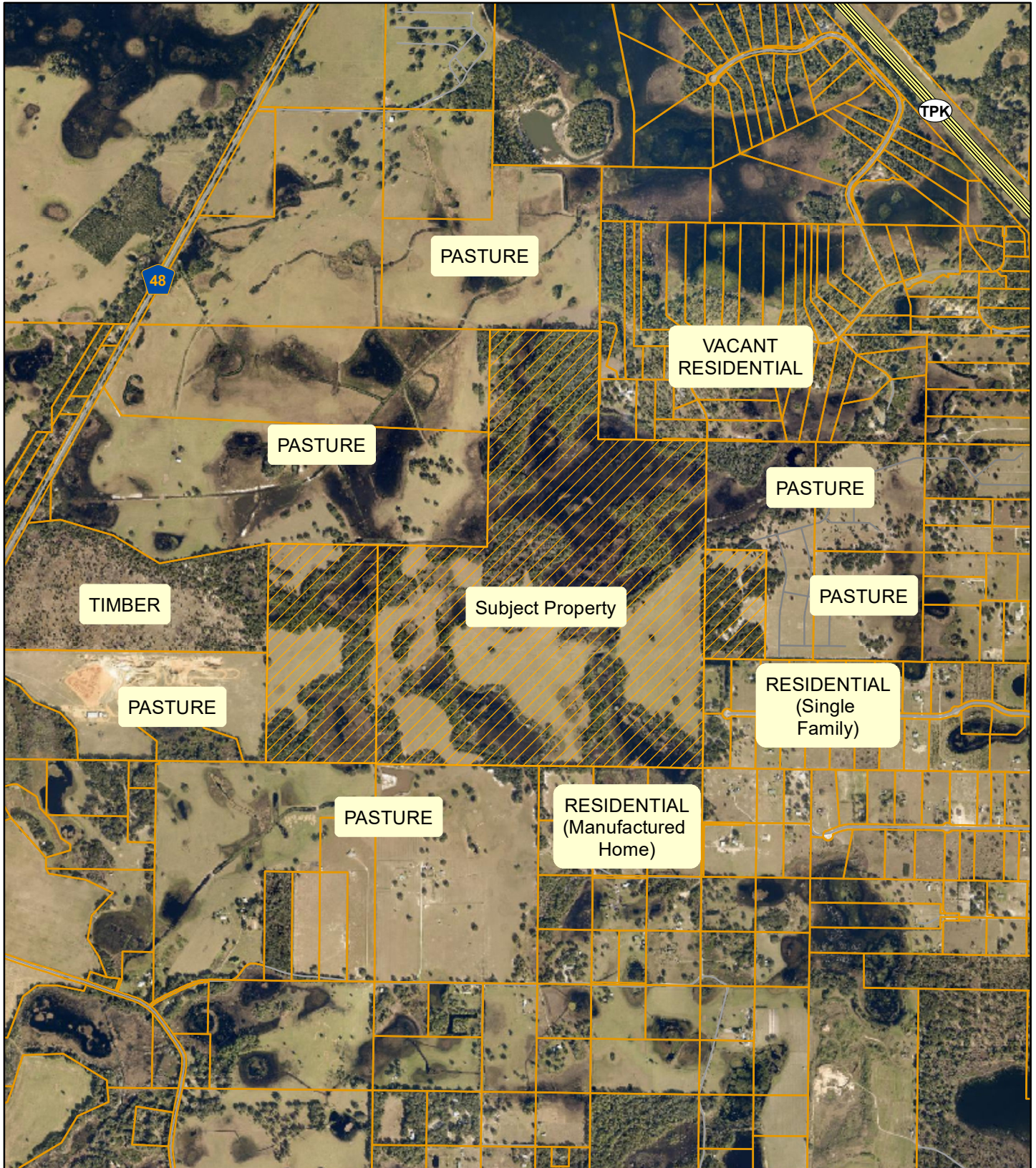


**Planning
& Zoning
Division**

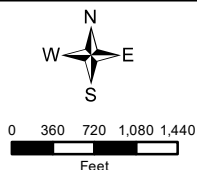


Proposed Banning Ranch Phases III and IV
AK#: 1066948, 1066964, 1081912
Sections 32 & 33, Township 20 South, Range 24 East
October 17, 2023

Surrounding Land Use

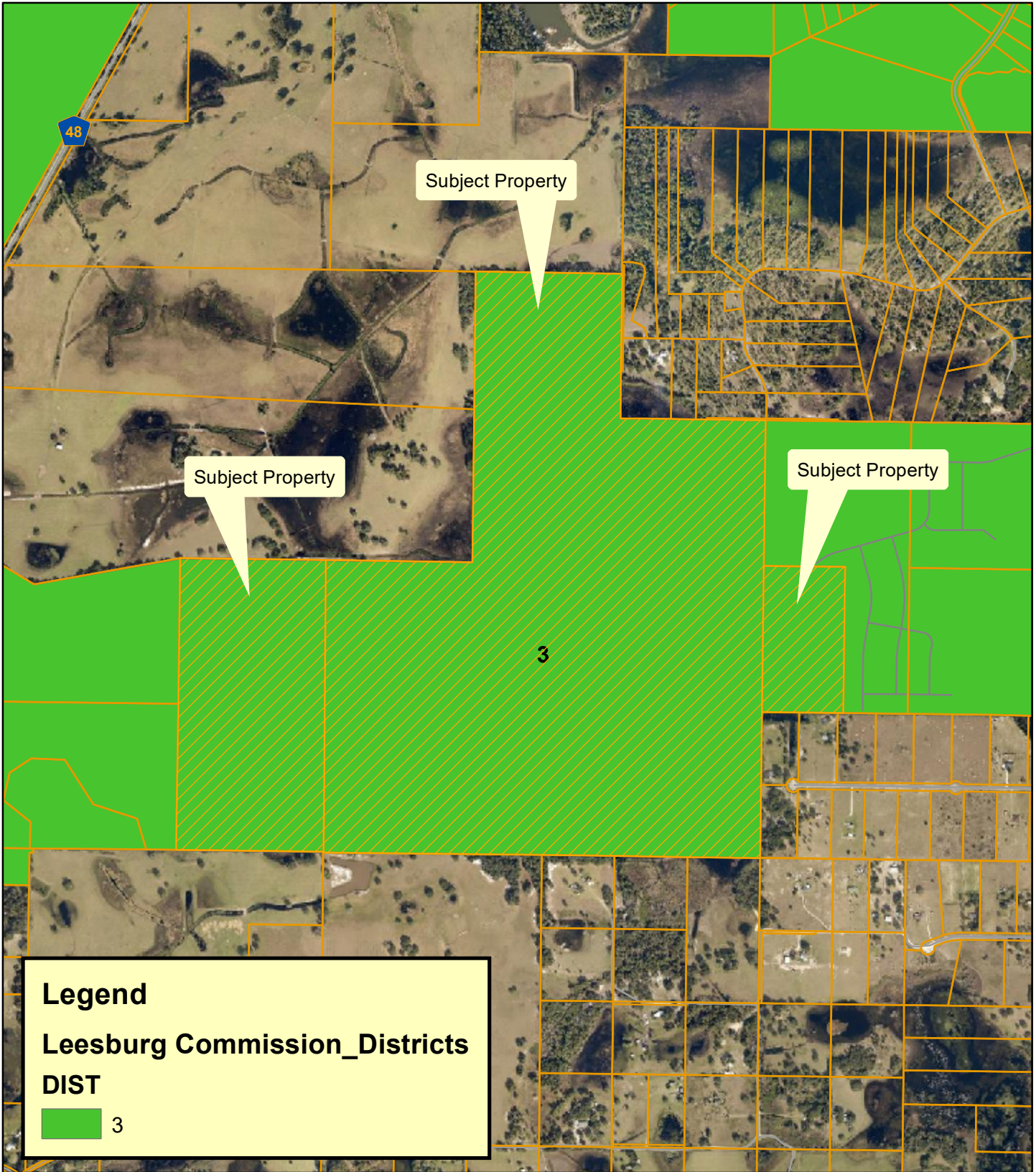


**Planning
& Zoning
Division**



Proposed Banning Ranch Phases III and IV
AK#: 1066948, 1066964, 1081912
Sections 32 & 33, Township 20 South, Range 24 East
October 17, 2023

Commission District



Legend

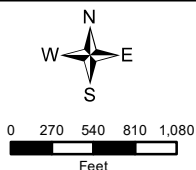
Leesburg Commission_Districts

DIST

3



**Planning
& Zoning
Division**



Proposed Banning Ranch Phases III and IV
AK#: 1066948, 1066964, 1081912
Sections 32 & 33, Township 20 South, Range 24 East
October 17, 2023

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.3.

Meeting Date: January 22, 2024

From: Dan Miller, (Planning and Zoning Director), Dianne Yekel, (Senior Planner)

Subject: An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 464 +/- acres from City of Leesburg Neighborhood Mixed Use to City of Leesburg Estate Residential, for a property generally located west of County Road 33, south of Florida's Turnpike, and east of County Road 48, lying in Sections 32 and 33, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (LSCP Banning Ranch PH III and IV)

Staff Recommendation:

The Planning & Zoning Staff and the Planning Commission recommend approval of the proposed large-scale comp plan amendment of the City's Future Land Use Map on 464 +/- acres from City of Leesburg Neighborhood Mixed Use to City of Leesburg Estate Residential.

Analysis:

The project site is approximately 464 acres. The property is generally located west of County Road 33, south of Florida's Turnpike, and east of County Road 48. Currently, the property is vacant. The proposed use is for a residential subdivision. The surrounding Future Land Use Map designations of Lake County Rural and City of Leesburg Neighborhood Mixed Use are compatible, as conditioned in the PUD zoning, with the proposed future land use designation of City Estate Residential. The proposed zoning designation of City PUD (Planned Unit Development) will provide for development that is consistent with the City's adopted Growth Management Plan and would allow an appropriate use for the property.

The Planning Commission held a public hearing on the application on December 14, 2023, and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the requested large-scale comprehensive plan amendment from City of Leesburg

Neighborhood Mixed Use to City of Leesburg Estate Residential; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

There is no direct fiscal impact to the City in regard to this action. Future development of the property will increase this anticipated impact from collection of impact fees, ad valorem taxes and utility charges.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY CONTAINING 464 +/- ACRES FROM CITY OF LEESBURG NEIGHBORHOOD MIXED USE TO CITY OF LEESBURG ESTATE RESIDENTIAL, FOR A PROPERTY GENERALLY LOCATED WEST OF COUNTY ROAD 33, SOUTH OF FLORIDA'S TURNPIKE, AND EAST OF COUNTY ROAD 48, LYING IN SECTIONS 32 AND 33, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (LSCP BANNING RANCH PH III AND IV)

WHEREAS, the City Commission has received written objections, recommendations, and comments from the City of Leesburg Planning Commission, acting as the Local Planning Agenda, regarding amendment of the Comprehensive Plan of the City of Leesburg, and has made recommendations to the City Commission for amendment of the Plan; and

WHEREAS, the City Commission of the City of Leesburg has held public hearings on the proposed amendment to the plan, in light of written comments, proposals and objections from the general public;

NOW, THEREFORE,

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

Section 1.

The Growth Management Plan of the City of Leesburg, adopted by the City of Leesburg on December 10, 2012, pursuant to the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes, after public hearings by the City of Leesburg Planning Commission, is hereby amended in the following manner;

The Future Land Use Map is amended by changing the designation of approximately 109.63 acres of land generally located east of U.S. Highway 27 and south of Florida's Turnpike from Lake County Regional Office to City of Leesburg Neighborhood Mixed Use, as shown on the revised map of said area, lying in Section 05, Township 21 South, Range 25 East, Lake County Florida;

Section 2.

That this amendment is hereby transmitted to the Department of Economic Opportunity as required by the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes;

Section 3.

All ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed;

Section 4.

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

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the _____ day of _____ 2024.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

LEGAL DESCRIPTION
BANNING RANCH – PHASES III AND IV

Parcel 1:

The East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 32, Township 20 South, Range 24 East, in Lake County, Florida.

Parcel 2:

The West $\frac{3}{4}$ of South $\frac{1}{2}$; the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$; and the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 33, Township 20 South, Range 24 East, in Lake County, Florida.

Parcel 3:

The Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 33, Township 20 South, Range 24 East, in Lake County, Florida, less the East 585 feet thereof.

Containing 463.911 acres more or less



CITY OF LEESBURG PLANNING & ZONING DIVISION RECOMMENDATIONS

DATE: December 14th, 2023
OWNER: Frank J. Banning and Carol June Banning
PETITIONER: Dr. Lew
PROJECT: Banning Ranch- Phase III & IV
REQUEST: Large Scale Comprehensive Plan Amendment to Estate Residential
CASE NO.: LSCP-23-479; PUD-23-480

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of the request **for the following reason(s):**

1. This project meets the requirements of Chapter 163.3184 Florida Statutes, for Large Scale Comprehensive Plan Amendments.
2. The proposed Large Scale Comprehensive Plan (LSCP) amendment is compatible with the adjacent future land use designations of City of Leesburg Neighborhood Mixed use and Lake County Rural.
3. The proposed zoning classification of PUD (Planned Unit Development) is compatible, as conditioned, with the current surrounding zoning districts of City of Leesburg PUD (Planned Unit Development) and Lake County A (Agricultural).
4. The proposed future land use designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to approve staff's recommendation to change the future land use of the subject property from Lake County Neighborhood Mixed use to City of Leesburg Estate Residential and forward the recommendation to the City Commission for consideration.

**CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY**

DATE: October 20, 2023
OWNER: Frank J. Banning and Carol June Banning
PETITIONER: Dr. Lew
PROJECT: Banning Ranch- Phase III & IV
REQUEST: Large Scale Comprehensive Plan Amendment to Estate Residential and Rezoning to PUD (Planned Unit Development)
CASE NO.: LSCP-23-479; PUD-23-480

GENERAL LOCATION: The property is generally located west of County Road 33, south of Florida's Turnpike, and east of County Road 48

FUTURE LAND USE DESIGNATION:
Neighborhood Mixed Use

SURROUNDING FUTURE LAND USE DESIGNATION:
North – Lake County Rural
South – Lake County Rural
East – Neighborhood Mixed Use
West – Neighborhood Mixed Use

PROPOSED FUTURE LAND USE DESIGNATION:
Estate Residential

EXISTING ZONING DESIGNATION: PUD (Planned Unit Development)

SURROUNDING ZONING DESIGNATIONS:
North – Lake County A (Agriculture)
South – Lake County A (Agriculture)
East – PUD (Planned Unit Development)
West – PUD (Planned Unit Development)

PROPOSED ZONING DESIGNATION:
PUD (Planned Unit Development)

EXISTING LAND USE: Vacant property

SURROUNDING LAND USE:
North – Pasture, Vacant Residential
South – Pasture, Residential
East – Pasture, Vacant Residential, Residential
West – Pasture, Timber

PROPOSED LAND USE: Residential Subdivision

**CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY**

DATE: December 8, 2023
OWNER: Frank J. Banning and Carol June Banning
PETITIONER: Dr. Lew
PROJECT: Banning Ranch- Phase III & IV
REQUEST: Large Scale Comprehensive Plan Amendment to Estate Residential and Rezoning to PUD (Planned Unit Development)
CASE NO.: LSCP-23-479; PUD-23-480

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 12/8/2023

FIRE

In reference to Case Number LSCP-23-479; PUD-23-480

NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2020 Edition. The subject property referenced in Case Number LSCP-23-479; PUD-23-480 is outside the recommended four-minute response time for initial responding fire apparatus.

4.1 Fire Department Organizational Statement.

4.1.2.1

The fire department shall establish the following performance objectives for the first-due response zones that are identified by the AHJ:

- (1) Alarm handling time completion in accordance with 4.1.2.3
- (2) 80 seconds turnout time for fire and special operations response and 60 seconds turnout time for EMS response
- (3)* 240 seconds or less travel time for the arrival of the first engine company at a fire suppression incident
- (4) 360 seconds or less travel time for the arrival of the second company with a minimum staffing of 4 personnel at a fire suppression incident
- (5) For other than high-rise, 480 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (6) For high-rise, 610 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (7) 240 seconds or less travel time for the arrival of a unit with first responder with automatic external defibrillator (AED) or higher-level capability at an emergency medical incident
- (8) 480 seconds or less travel time for the arrival of an advanced life support (ALS) unit at an emergency medical incident, where this service is provided by the fire department provided a first responder with an AED or basic life support (BLS) unit arrived in 240 seconds or less travel time

Amanda Stevenson 11/29/23

ELECTRIC

“The Banning Ranch project is outside of Leesburg Electric’s service territory.” Steve Davis 11/14/23

GAS

“Natural gas is available and directed per City Ordinance.” Brandon Smith 11/14/23

GIS

No comments received as of 12/8/2023

BUILDING

No comments received as of 12/8/2023

PUBLIC WORKS

“Public works has no issues with this item.” Cliff Kelsey 11/14/23

ADDRESSING

No comments received as of 12/8/2023

ECONOMIC DEVELOPMENT

No comments received as of 12/8/2023

LAKE COUNTY PUBLIC WORKS

Please see attached.

LAKE COUNTY SCHOOLS

“Please find attached the Adequate Public Facilities determination letter for Banning Ranch Phase 3, which is Lake County School APF 17-2023. This will also be sent via US Mail. Please feel free to let us know if you have any questions or concerns.” Heather Croney

PUBLIC RESPONSES

Approval

No comments received as of 12/8/2023

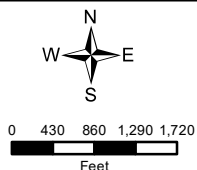
Disapproval

Nadia Crispin – Disapproval

Aerial

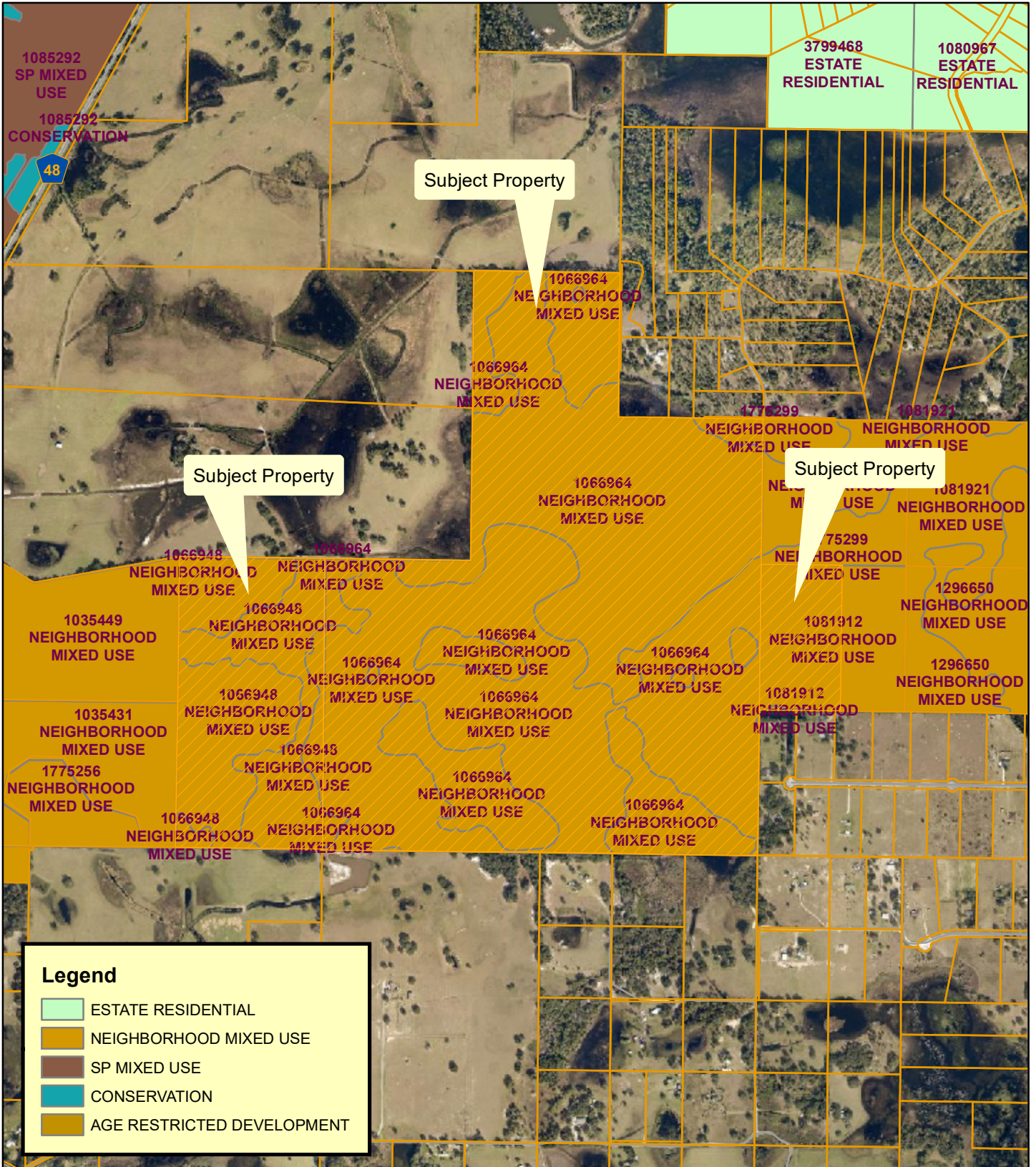


**Planning
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Division**

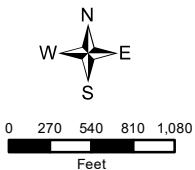


Proposed Banning Ranch Phases III and IV
AK#: 1066948, 1066964, 1081912
Sections 32 & 33, Township 20 South, Range 24 East
October 17, 2023

Future Land Use

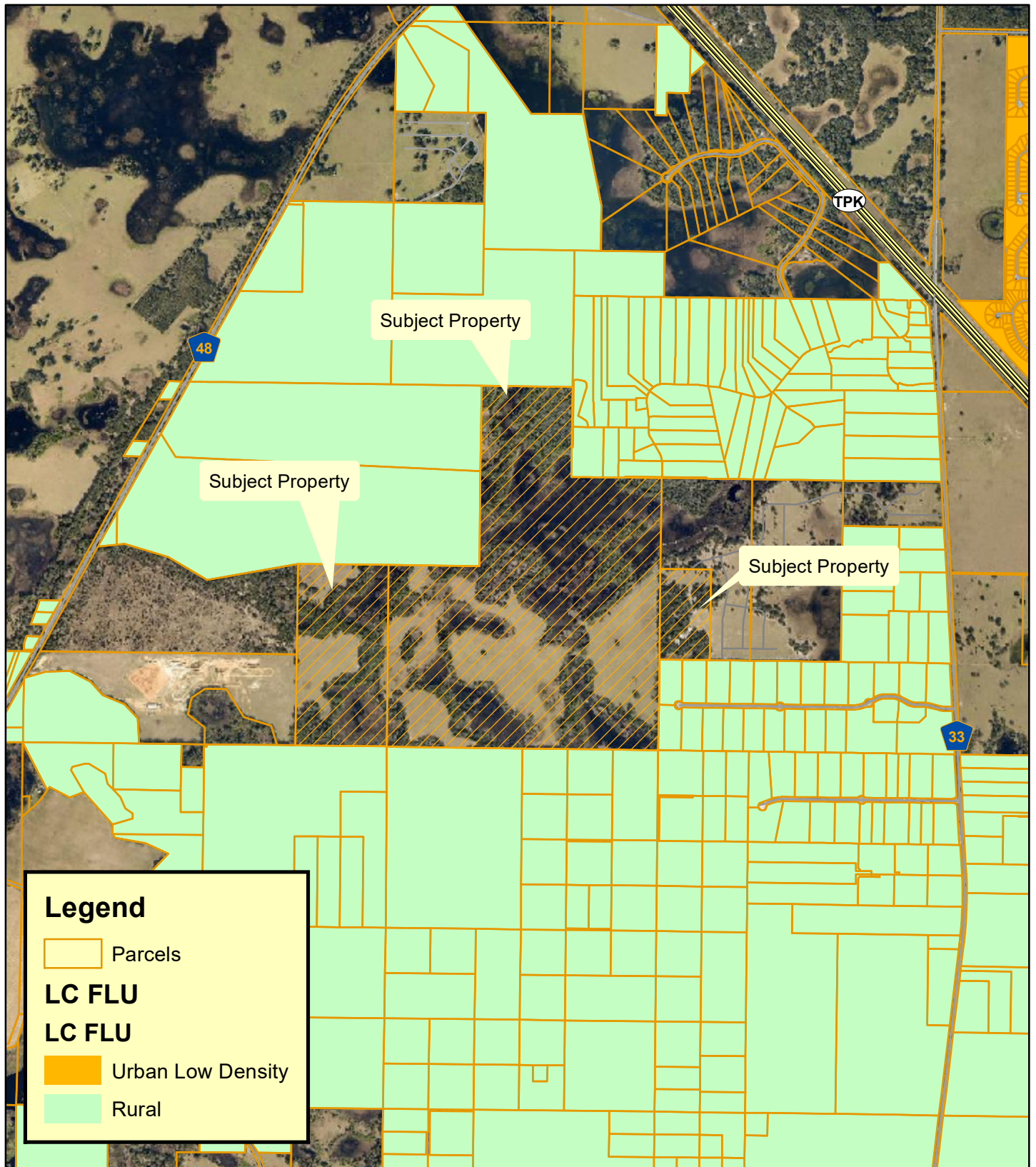


Planning & Zoning Division

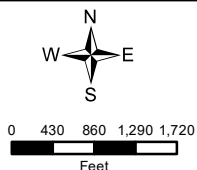


Proposed Banning Ranch Phases III and IV
AK#: 1066948, 1066964, 1081912
Sections 32 & 33, Township 20 South, Range 24 East
October 17, 2023

Lake County Future Land Use

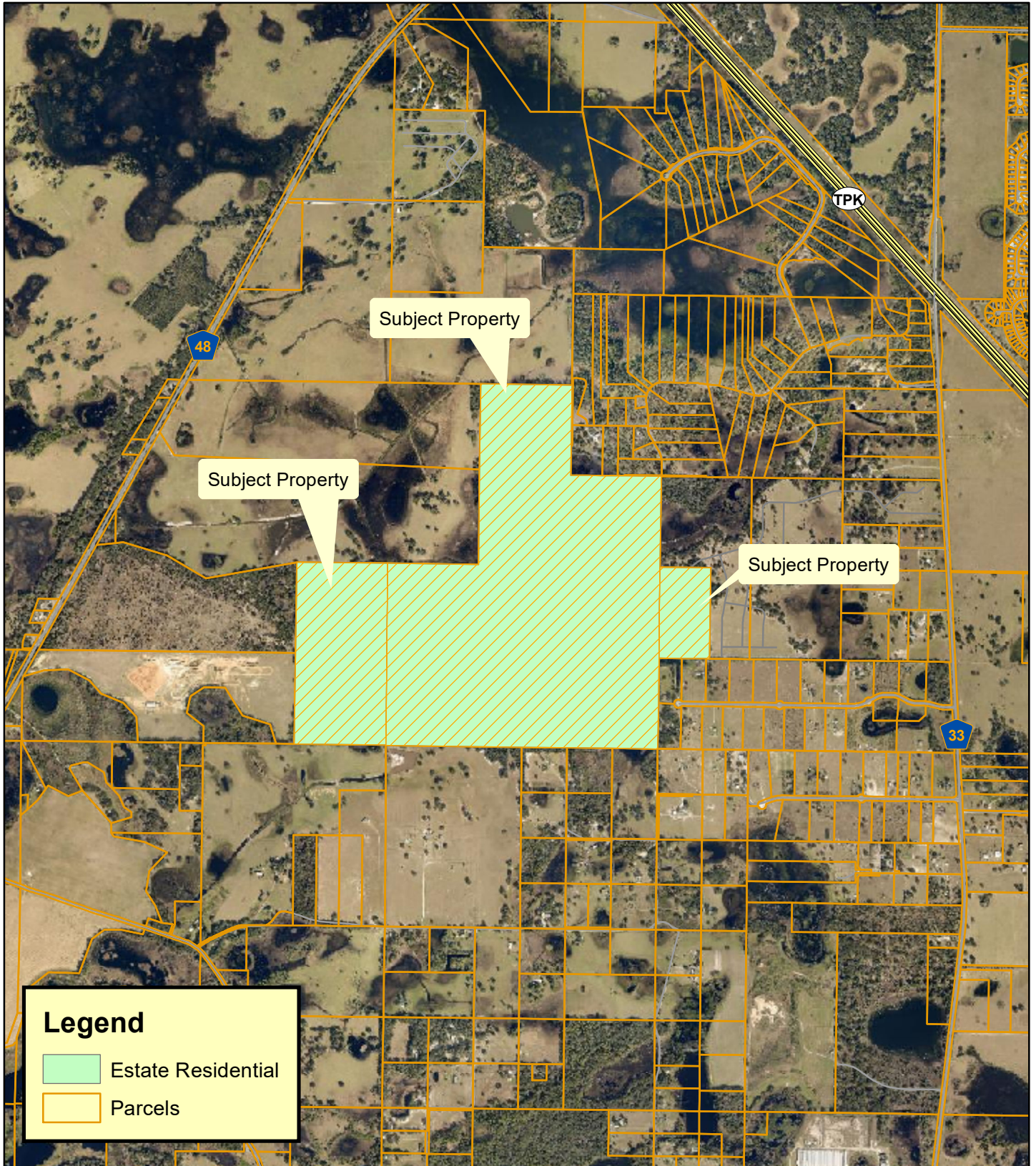


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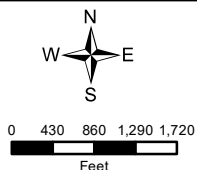


Proposed Banning Ranch Phases III and IV
AK#: 1066948, 1066964, 1081912
Sections 32 & 33, Township 20 South, Range 24 East
October 12, 2023

Proposed Future Land Use

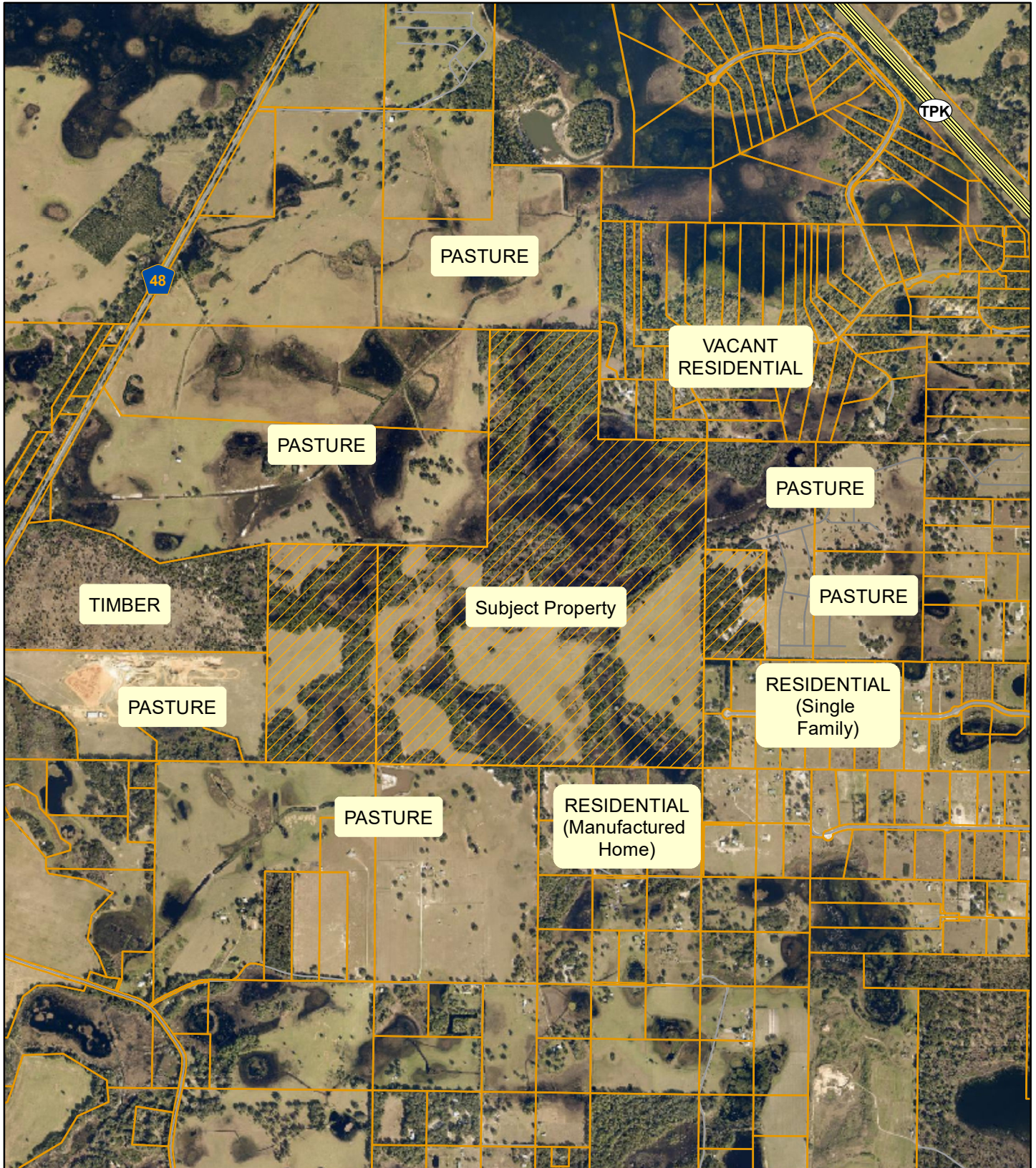


**Planning
& Zoning
Division**

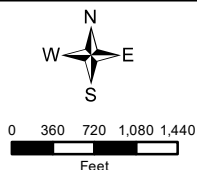


Proposed Banning Ranch Phases III and IV
AK#: 1066948, 1066964, 1081912
Sections 32 & 33, Township 20 South, Range 24 East
October 12, 2023

Surrounding Land Use

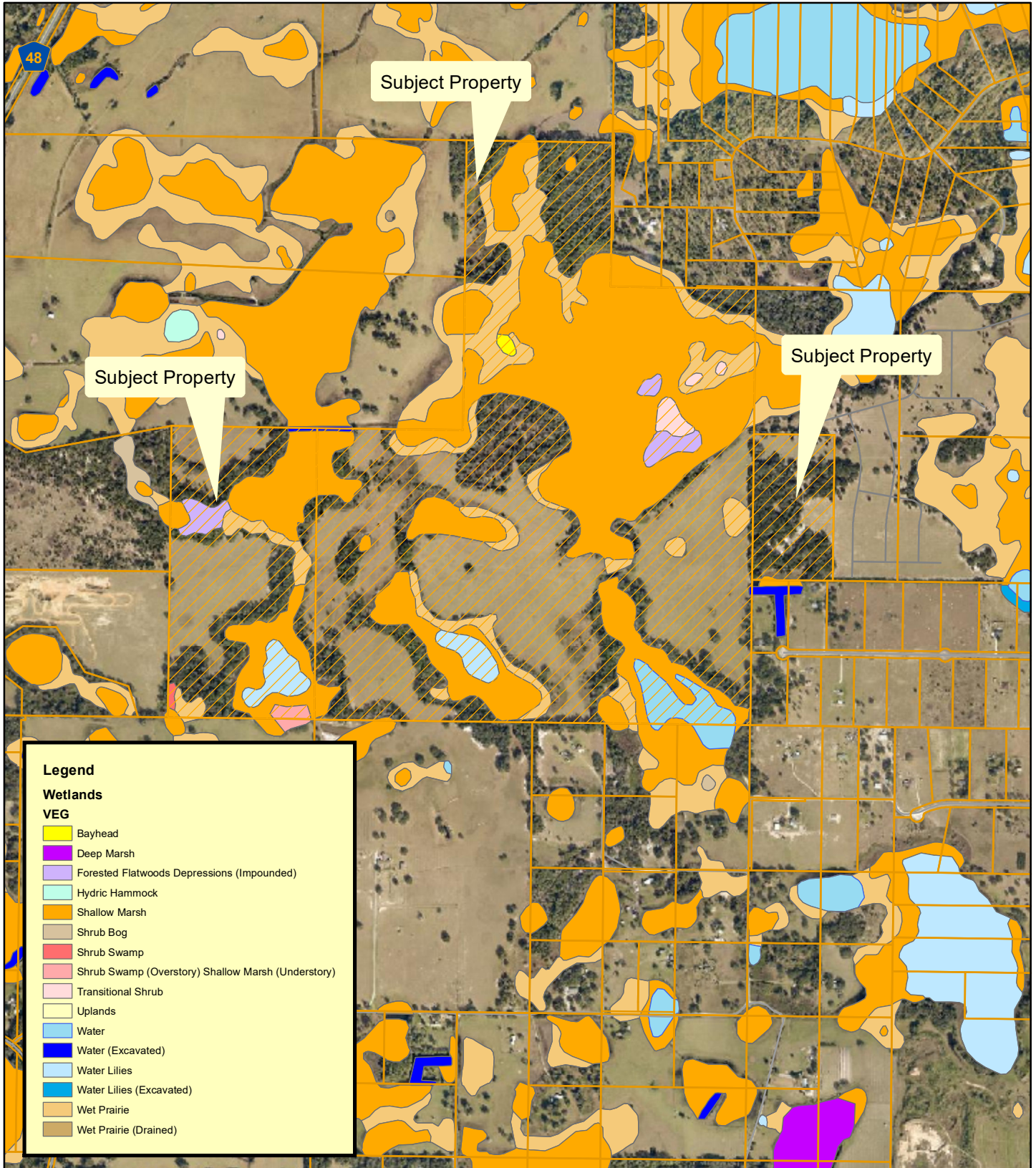


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Division**

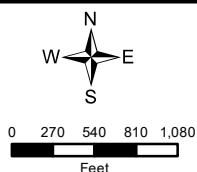


Proposed Banning Ranch Phases III and IV
AK#: 1066948, 1066964, 1081912
Sections 32 & 33, Township 20 South, Range 24 East
October 17, 2023

Wetlands

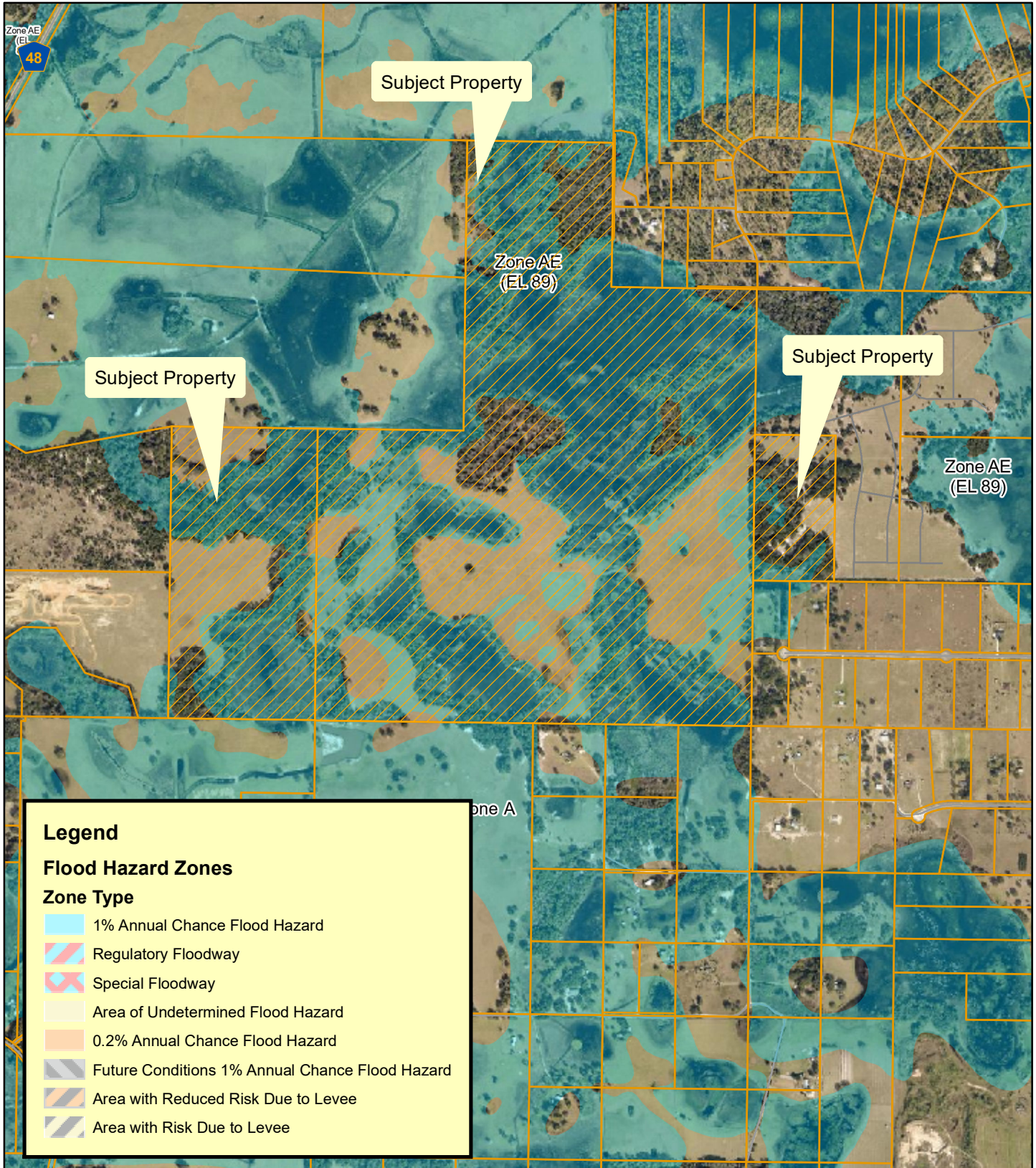


**Planning
& Zoning
Division**

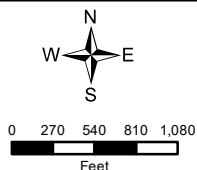


Proposed Banning Ranch Phases III and IV
AK#: 1066948, 1066964, 1081912
Sections 32 & 33, Township 20 South, Range 24 East
October 17, 2023

Flood Zones



**Planning
& Zoning
Division**



Proposed Banning Ranch Phases III and IV
AK#: 1066948, 1066964, 1081912
Sections 32 & 33, Township 20 South, Range 24 East
October 17, 2023

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.4.

Meeting Date: January 22, 2024

From: Dan Miller, (Planning and Zoning Director), Dianne Yekel, (Senior Planner)

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 464 +/- acres from City of Leesburg PUD (Planning Unit Development) to City of Leesburg PUD (Planned Unit Development) to allow for a residential subdivision for a property generally located west of County Road 33, south of Florida's Turnpike, and east of County Road 48, lying in Sections 32 and 33, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (PUD Banning Ranch PH III and IV)

Staff Recommendation:

Planning and Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from City of Leesburg PUD (Planning Unit Development) to City of Leesburg PUD (Planned Unit Development) to allow for a residential subdivision.

Analysis:

The project site is approximately 464 +/- acres, and is generally located west of County Road 33, south of Florida's Turnpike, and east of County Road 48 as shown on the attached maps. At this time, the property is vacant. The proposal will allow for a residential subdivision. The existing land uses surrounding the property are pasture, vacant residential, single-family residential and manufactured homes, and timber. City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on December 14, 2023, and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the proposed rezoning to PUD (Planned Unit Development); or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

Future development of this site will create a positive fiscal impact on the City of Leesburg, in the form of impact and utility fees, plus ad valorem taxes.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 464 +/- ACRES FROM CITY OF LEESBURG PUD (PLANNING UNIT DEVELOPMENT) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW FOR A RESIDENTIAL SUBDIVISION FOR A PROPERTY GENERALLY LOCATED WEST OF COUNTY ROAD 33, SOUTH OF FLORIDA'S TURNPIKE, AND EAST OF COUNTY ROAD 48, LYING IN SECTIONS 32 AND 33, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (PUD BANNING RANCH PH III AND IV)

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

Section 1.

Based upon the petition of Dr. Lew, Petitioner for Banning Ranch Phases III & IV, (Michael J. Rankin, Land Planning Group, Mt. Dora, Florida 32757, Agent) of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from City of Leesburg PUD (Planning Unit Development) to City of Leesburg PUD (Planned Unit Development), to-wit:

**(Legal Description)
(See Exhibit A)**

Section 2.

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

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the _____ day of _____ 2024.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

LEGAL DESCRIPTION
BANNING RANCH – PHASES III AND IV

Parcel 1:

The East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 32, Township 20 South, Range 24 East, in Lake County, Florida.

Parcel 2:

The West $\frac{3}{4}$ of South $\frac{1}{2}$; the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$; and the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 33, Township 20 South, Range 24 East, in Lake County, Florida.

Parcel 3:

The Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 33, Township 20 South, Range 24 East, in Lake County, Florida, less the East 585 feet thereof.

Containing 463.911 acres more or less

**BANNING RANCH PH III & IV PUD
PUD (PLANNED UNIT DEVELOPMENT CONDITIONS)
December 14, 2023**

These Planned Unit Development Conditions for a PUD (Planned Unit Development) zoning district are granted by the City of Leesburg Planning Commission, Lake County, Florida to **Dr. David Lew, 8210 Cherry Lake Road, Groveland, FL 34736 as “Permittee” (Michael Rankin, LPG Urban and Regional Land Planners, Inc, 1162 Camp Ave, Mount Dora, FL 32757 - Agent)** for the purposes described herein, and subject to the terms and conditions as set forth in this document, pursuant to authority contained in Chapter 25 “Zoning”, Section 25-278 “Planned Unit Development” of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND

The "Permittee" is requesting a Planned Unit Development (PUD) zoning district to allow future construction of a proposed residential development consisting of approximately 464 acres containing a maximum of 530 detached single-family residential units, generally located west of County Road 33, south of Florida’s Turnpike, and east of County Road 48, on a site within the City of Leesburg in accordance with their PUD application and supplemental information.

PURPOSE

The purpose of this document is to provide appropriate zoning standards for a high-quality built environment through the application of flexible and diversified land development requirements, which shall be implemented in conjunction with a master site development plan and the City of Leesburg Code of Ordinances, therefore allowing for more efficient and optimal use of the subject property, and to increase the overall economic opportunity and employment base of Leesburg, Florida.

CONDITIONS

The following conditions shall apply to the development proposed herein. If any instance where the conditions of this document may conflict with the City of Leesburg Code of Ordinances, this document shall prevail as the determining requirement.

1. **PERMISSION** is hereby granted to **Dr. David Lew, 8210 Cherry Lake Road, Groveland, FL 34736 as “Permittee” (Michael Rankin, LPG Urban and Regional Land Planners, Inc, 1162 Camp Ave, Mount Dora, FL 32757 - Agent)** to construct, operate, and maintain a Planned Unit Development in and on real property in the City of Leesburg, in accordance with the requirements set forth herein. The property is more particularly described below.
2. **LEGAL DESCRIPTION**
See attached **Exhibit B, Legal Description**.

3. LAND USE

The above-described property, containing approximately 464 acres, shall be used for platted single-family residential development, pursuant to City of Leesburg development codes and standards.

A. Permitted Uses

1. Detached single family residential units
2. Accessory structures for residential uses
3. Sales office in a single-family unit
4. Accessory retail within a recreation center or clubhouse, intended for the primary use of residents, such as a snack bar
5. Temporary modular sales center office (during construction and sales of new units) not to exceed one year, and construction office not to exceed two years from the approval of the final plat of the final phase for the subdivision. Model homes may be used as sales centers during the duration of the project.

B. Prohibited Uses

1. Attached single family units (Townhouses)
2. Duplex/Triplex uses
3. Multi-family units (Apartments)
4. Commercial uses (as a primary use)
5. All other uses not specifically permitted within these conditions under Permitted Uses above shall be prohibited.

4. DEVELOPMENT STANDARDS

A. The project shall contain a maximum of 530 detached single-family residential units, at a gross density not to exceed 1.15 units per acre on the approximately 464-acre site, as shown on **Exhibit C, Conceptual Development Plan**.

B. A mix of lot sizes is permitted as long as all lots are equal to or larger than the required minimums.

C. Along each street, homes with the same architectural design shall not be immediately adjacent (side by side) or directly across from a lot with the same design. Facades may be varied to meet this requirement. The maximum impervious surface for the project shall be 65%. Community and private swimming pools shall not count toward the impervious surface calculation.

D. The minimum lot development standards shall be:

1. For 50-foot lots:

- a. A maximum of 359 lots shall have a minimum lot width of fifty (50) feet.
- b. Minimum house size: 1,600 square feet living area.
- c. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
- d. Minimum lot size shall be 5,500 square feet.
- e. Minimum lot width 50 feet
- f. Minimum lot depth 115 feet

- g. Minimum building setbacks:
 - Front – 25 feet;
 - Porch – 20 feet (porch must be a minimum width of 5 feet).
 - Rear – 15 feet;
 - Side – 7.5 feet;
 - Corner Side – 15 feet.
2. For 60-foot lots:
- a. No less than 118 lots shall have a minimum lot width of sixty (60) feet.
 - b. Minimum house size: 1,800 square feet.
 - c. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
 - d. Minimum lot size shall be 6,600 square feet.
 - e. Minimum width 60 feet
 - f. Minimum depth 115 feet
 - g. Minimum building setbacks:
 - Front – 25 feet;
 - Porch – 20 feet (porch must be a minimum width of 5 feet).
 - Rear – 15 feet;
 - Side – 10 feet;
 - Corner Side – 15 feet.
3. For 70-foot lots:
- a. No less than 53 lots shall have a minimum lot width of seventy (70) feet.
 - b. Minimum house size: 1,800 square feet.
 - c. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
 - d. Minimum lot size shall be 6,600 square feet.
 - e. Minimum width 70 feet
 - f. Minimum depth 115 feet
 - g. Minimum building setbacks:
 - Front – 25 feet;
 - Porch – 20 feet (porch must be a minimum width of 5 feet).
 - Rear – 15 feet;
 - Side – 10 feet;
 - Corner Side – 15 feet.
4. For all structures:
- a. Each residential structure shall have a minimum two car garage.
 - b. Each lot less than sixty (60) feet in width shall have gutters constructed on all four sides of the primary structure to direct stormwater away from the foundation.
 - c. Minimum distance between structures shall be as noted in in Section B *Development Standards* contained herein; as measured from building wall to building wall.

- d. For any lots with a house footprint of over 70 feet in depth, the rear setback may be reduced to 15 feet.
- e. Roof overhang shall not exceed forty (40) percent of the distance between the building wall and the property line.
- f. Maximum building height: two (2) stories or 35 feet.
- g. Accessory structures shall have a minimum rear and side setback of 5 feet and single accessory structures that are not attached to the principal structure shall not occupy more than 30 percent of the required rear yard.
- h. Attached screened enclosures (no solid roof) must maintain a minimum setback of five (5) feet from the side and rear property line. Attached swimming pool screened enclosure shall also maintain a minimum setback of five (5) feet from the side or rear property lines.
- i. Solid roof structures attached to the residence must meet the required rear setback as noted under "Minimum building setbacks."
- j. As part of the site plan approval process, city staff shall review final site design standards in accordance with the approved PUD (Planned Unit Development) zoning conditions set forth herein.

DESIGN/ARCHITECTURAL STANDARDS

- E. All buildings shall utilize at least five (5) of the following design features to provide visual relief along all elevations of the single-family units. Designs may vary throughout the development.
 - 1. Dormers
 - 2. Gables
 - 3. Recessed or raised entries
 - 4. Covered porch entries
 - 5. Cupolas
 - 6. Pillars or decorative posts
 - 7. Bay window (minimum 12-inch projections)
 - 8. Eaves (minimum 6-inch projections)
 - 9. Front windows with arched glass tops and minimum 4-inch trim.
 - 10. Garage vehicle doors shall incorporate the following elements: raised decorative panels, decorative glass panels or panes, decorative hinges, etc.
 - 11. Front doors shall incorporate the following decorative elements: raised decorative panels, decorative glass panels or panes, decorative handles, etc.
 - 12. Stone accents
 - 13. Shutters
 - 14. Board and batten siding
 - 15. Hardy board siding
 - 16. Raised banding
 - 17. Craftsman style garage doors
- F. Exterior building materials contribute significantly to the visual impact of a building on the community. These materials shall be well designed and integrated into a

comprehensive design style for the project. The total exterior wall area of each building elevation shall be composed of one of the following:

1. At least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.
 2. At least thirty percent (30%) full-width brick or stone, with the balance being stucco and/or a “cementitious” lap siding. (A “cementitious” lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option.).
 3. All textured stucco shall be permitted subject to the provision of at least five (5) unique design features such as recessed garages, tile or metal roofs, arched windows, porches, etc. in the elevations of the buildings or the buildings are all brick stucco.
 4. For all designs, architectural facades and features shall be submitted and reviewed by the Planning and Zoning Manager or designee for compliance prior at time of site plan review.
- G. Other similar design variations meeting the intent of this section may be approved by the Planning and Zoning Manager or designee.
- H. The architectural styles and facades shown in **Exhibit D, Representative Façade Samples** herein are considered conceptual.
- I. The Permittee shall utilize “Dark Sky” lighting principles when selecting lighting fixtures for all street lighting. Such lighting shall achieve the overall effect of containing and shielding excessive light pollution from adjacent properties. Appropriate designs are shown on as Exhibit E, attached hereto.

5. **OPEN SPACE, LANDSCAPING & BUFFER REQUIREMENTS**

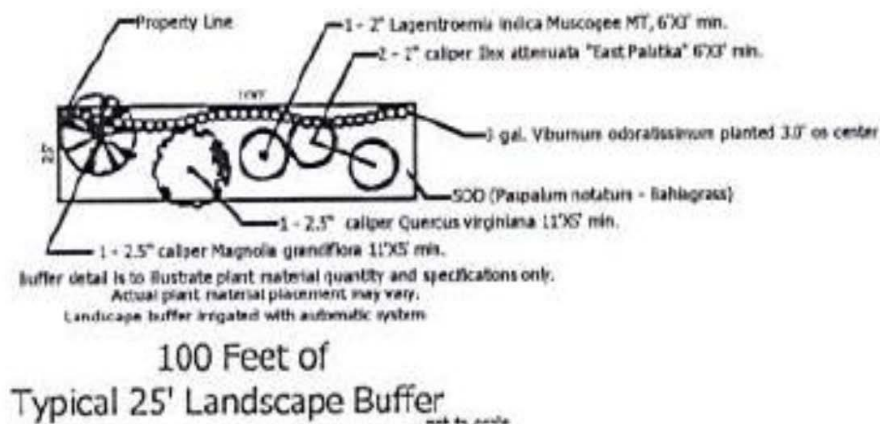
- A. A minimum of 35% open space shall be provided throughout the development. Open space may consist of buffers, wetlands retention and recreation areas.
- B. A minimum twenty-five (25) foot buffer tract with plantings as shown in Figure A below, shall be provided along the entire boundary of the property. This landscape buffer shall be separate from all other platted lots, shall not be part of individually platted lots, and shall be a common area to be maintained by an entity such as a Property Owners or Homeowners Association.
- C. Each platted single-family residential lot of record shall contain a minimum of one canopy tree, located within in the front yard, selected from the list of trees within the City of Leesburg Code of Ordinances, *Section 25-328 Table 1, Canopy Trees*, plus at least one other tree, located in the back yard. All other requirements for tree planting based on lot size under the Code of Ordinances shall remain in effect.

- D. A split-rail fence, of either wood or vinyl/synthetic construction, shall be installed along the south eastern portion of the property. This fence shall be installed at a minimum height of six (6) feet. Said fence shall be maintained by the Property Owners or Homeowners Association. A solid six-foot fence of PVC or other synthetic material, shall be allowed as an option to the split-rail fence.
- E. Land uses allowed within the upland buffers are limited to hiking trails, walkways, passive recreation activities and stormwater facilities as permitted by St. Johns River Water Management District.
- F. All landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances, Section 25-329, and at a minimum shall contain the following plantings as noted in Figures A and B below.

Figure A

Canopy Trees (per 100 l.f.)	2 per 100 linear ft
Tree CAL/Height	2" cal, 12' overall height
Optional Ornamental Trees (per 100 l.f.)	3 per 100 linear ft
Tree CAL/Height	2" cal, 7' overall height
Shrub Screen (per 100 l.f.)	
Square Ft. of Shrubs	(33) 3 gal plants, 18"—24" minimum at installation (depending on species); hedges to be 36"—42" high by thirty-six (36) inches wide hedge or continuous landscape screen with a ninety (90) percent opacity within one (1) year of planting
Container size	3 gal

Figure B



- G. Variations to the landscape and buffering requirements of the code may be approved by the Planning and Zoning Manager or designee, to the extent that the overall intent of the PUD and the Landscaping Code are maintained, including consideration of existing fencing on adjacent properties and existing natural vegetative buffers.
- H. The surveying of trees on the property shall be conducted as follows:
 - 1. All specimen, heritage and historic trees shall be surveyed. Staff will review the tree survey and such trees shall be saved where possible during the site plan review process. This may include amending the site plan to save specimen, heritage and historic trees.
 - 2. Site areas that are to preserve existing trees do not need to be included in the survey unless the trees are to be used in preservation/replacement requirements.
 - 3. The tree survey shall be completed by a licensed surveyor.

6. SITE ACCESS AND SIGNAGE

- A. The main vehicular access to the project site shall consist of at least two (2) access points contiguous to the properties to the west, and one (1) access point to the property on the east, as reviewed by Lake County Public Works, and/or FDOT as applicable, and shown on the Master Development Plan - Exhibit C, as amended. All access points are conceptual and subject to Lake County approval. Actual location and design of all roads shall be determined during the site plan review process and shall include consideration of, and connection to, sidewalks, recreation paths, etc. All other access shall be reviewed for necessity and requirements through Lake County and the City of Leesburg development and permitting processes. Any additional access points shall be subject to site plan application review process.
 - 1. Offsite road improvements on existing roads adjacent to the property may be required based on finalized access locations. Such improvements may include, but are not limited to, left and right turn lanes, right-of-way dedication, and pavement rehabilitation. Any proposed offsite road improvements must be approved by Lake County Public Works.
 - 2. Prior to completion of the subdivision design plans, the developer shall work with the Lake County Department of Public Works to ensure all appropriate required roadway and access improvements for the development are made part of the plans submitted to the City of Leesburg.
 - 3. The Master Development Plan, and the access points proposed thereon, are considered conceptual until the appropriate engineering and site plan reviews, along with any required upgrades are completed for the project.
- B. All access points are subject to review and approval by the appropriate permitting agency, including FDOT, Lake-Sumter Metropolitan Planning Organization, Lake County and the City of Leesburg as applicable. The developer shall be responsible for on and offsite improvements required as a result of any access points. The

developer shall be responsible for all on and offsite improvements required as a result of any access points.

- C. Each required access point shall provide a decorative entry feature to include a concrete, brick or stucco wall at least five (5) feet in height, on each side of the entryway. This may be used for signage per City of Leesburg Code of Ordinances, as amended.
- D. Alternative designs for the ground enclosure support and bases of a monument sign may be approved by the Planning and Zoning Manager or designee, where the architectural style would be in keeping with the intent of these sign regulations.
- E. Roadway interconnectivity shall be provided as shown on the Conceptual Site Plan – Exhibit C, as needed, to allow for connection points between this development and future development of adjacent properties.

7. TRANSPORTATION IMPROVEMENTS

- A. Any transportation improvements or rights-of-way that may be required shall be based on projected needs and shall be contingent upon site plan approval by City staff during the development review and permitting process. The plan review process shall include consideration of required sidewalks, recreation paths etc.
- B. A traffic/transportation study shall be submitted for review and determination of any necessary access improvements, and including any off-site improvements legally required by Lake County, the Lake-Sumter MPO or the City of Leesburg. Said improvements will be the responsibility of the Permittee.
- C. The Permittee shall provide necessary traffic improvements within and adjacent to the development which are legally required by Lake County, the Lake-Sumter MPO and City of Leesburg.
- D. City may require stop signs, roundabouts, or other traffic maintenance/calming measures as needed during the site plan review.
- E. All roads within the development shall be designed and constructed to meet the City of Leesburg requirements.
- F. The Permittee shall be responsible for obtaining all necessary legally required Lake County permits and a copy of all permits shall be provided to the City of Leesburg.
- G. The City of Leesburg shall not be responsible for the construction of any roads or transportation improvements.

- H. All roads within the development shall be constructed to meet the City of Leesburg's standards, ARTICLE VII – TECHNICAL STANDARDS, as amended.
 - 1. Should the Permittee (or designee) desire to dedicate the proposed project's internal road system to the City of Leesburg; the Permittee shall demonstrate to the satisfaction of the City of Leesburg that the road system is in suitable condition and meets all City road design requirements.
 - 2. Should the Permittee (or designee) choose to retain the roadways, the Permittee shall establish an appropriate legal entity that shall accept responsibility to pay the cost and perform all services required to maintain the roads and transportation improvements to City of Leesburg codes and standards, as amended. A Homeowners or Property Owners Association, or other such legal entity will be considered acceptable.
- I. Sidewalks shall be provided on both sides of the entrance road(s) and internal roads, and shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall be of sufficient width to contain sidewalks on both sides of each street. All sidewalks shall be constructed in accordance with City of Leesburg Codes.

8. UTILITIES

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

- A. A detailed site plan that indicates all the provisions for electric, water, sewer, and/or natural gas in accordance with the City of Leesburg Land Development Codes.
- B. Developer shall bear all responsibility, financial and otherwise, for the construction and installation of all utility infrastructure and other improvements related to the use and development of the property, consistent with the typical pioneering agreement approved on new home projects in the city, including such off-site improvements required by the City and all other appropriate government agencies. All such requirements shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.
- C. Developer shall be responsible for the installation of a natural gas appliances in eighty percent (80%) of all single-family homes in the development as required by the City of Leesburg Code of Ordinances as amended.
- D. The City of Leesburg intends to service the property with water and wastewater services at this time. At the time of connection, all regulations in place at the time

of the request shall be required, including but not limited to impact fees, connection and utility service deposit charges. The cost of supplying water and wastewater lines and other necessary infrastructure such as lift stations to the development shall be the responsibility of the applicant.

9. STORMWATER/DRAINAGE MANAGEMENT

All drainage shall be designed and constructed in a manner to meet all State of Florida and City of Leesburg codes, including the requirement that all stormwater runoff is contained within the boundaries of the properties, and does not create a detriment to surrounding properties. Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

- A. A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.
- B. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.
- C. A responsible legal entity for the maintenance of the stormwater management system on the plat prior to the approval of the final plat of record. A homeowner's or property owners association is an acceptable maintenance entity.
- D. The existing 100-year flood plain on the property shall be shown on all plans and lots.
- E. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and /or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.
- F. A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District shall be provided to the City during the site plan review process.
- G. Should the Permittee desire to dedicate the proposed project's stormwater management system to the City of Leesburg; the City, at its discretion, may accept or not accept the stormwater management system.
 - 1. Prior to acceptance, the Permittee shall demonstrate to the City the stormwater management system is in a suitable condition and meets City of Leesburg and St. Johns River Water Management District requirements.
 - 2. As a condition of accepting the system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project.

10. WETLANDS, FLOOD ZONES & WILDLIFE

- A. All wetlands on the project site shall be identified by a jurisdictional wetland boundary line, and the location and extent of each wetland shall be determined by the Department of Environmental Protection, St. Johns River Water Management District and/or U.S. Army Corp of Engineers. Each wetland shall be placed on a suitable map, signed and sealed by a surveyor registered to practice in Florida and shall be submitted as part of the site plan application process.
- B. To the extent practicable, wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, the St. Johns River Water Management District or another legal entity such as a homeowner's association. The conservation easement shall require that the wetlands be maintained in their natural and unaltered state. Wetlands shall not be included as a part of any platted lot, other than a lot platted as a common area, which shall be dedicated to the St. Johns River Water Management District or another legal entity such as a homeowner's association for ownership and maintenance.
- C. Buildings or structures shall be a minimum of 50 feet from any wetland jurisdiction boundary.
- D. Wetlands shall have an average upland buffer of 25 feet, with a minimum of 15 feet or the upland buffer established by St. Johns River Water Management District and/or U.S. Army Corp of Engineers; whichever is more restrictive. All upland buffers shall be naturally vegetated and upland buffers that are devoid of natural vegetation shall be re-planted with native vegetation or as required by St. Johns River Water Management District and/or U.S. Army Corp of Engineers.
- E. Land uses allowed within the upland buffers for wetlands are limited to stormwater facilities as permitted by St. Johns River Water Management District.
- F. If wetland alteration is permitted by St. Johns River Water Management District and/or U.S. Army Corp of Engineers, wetland mitigation shall be required in accordance with permit approvals from St. Johns River Water Management District or U.S. Army Corp of Engineers, whichever is more restrictive.
- G. A wildlife management plan for the project site shall be prepared based on the results of an environmental assessment of the site and any environmental permit required from applicable governmental agencies. The wildlife management plan shall be submitted to the City as part of the site plan application process.
- H. A map indicating the location of the 100-year flood plain.
- I. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and/or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.

- J. Through the Site Plan Review process, the developer shall coordinate with the City of Leesburg, Lake County and all impacted government agencies regarding elevation determinations, compensatory storage and overall design of the subdivision within and near flood hazard boundary areas, to ensure compliance with all regulations.

11. IRRIGATION & WATER USAGE

- A. All landscaped areas shall be irrigated and designed to meet Section 25-327, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.
- B. The use of St. Augustine grass, or other varieties of grass which require significant amounts of water are prohibited. The use of Bahia, Bermuda, Zoysia or other grasses which are more drought tolerant are permitted.

12. RECREATIONAL REQUIREMENTS

- A. Recreational development provided on the site may include active and passive uses, as well as enclosed or unenclosed recreational space, devoted to the joint use of the residents. Such recreational space shall be provided at a rate of 200 square feet per residential unit, and shall consist of not less than 106,000 square feet (2.43 acres).
- B. Recreational requirements shall include at least one primary active recreation area. Recreation areas may include such uses as a children's playground with equipment, dog park area or gazebo, swimming pool, clubhouse or other amenities as reviewed and approved by staff. The primary recreational facility shall be constructed in conjunction with and completed no later than the completion of 50% of the approved maximum number of residential units.
- C. Credit for recreational space shall be given for areas dedicated to recreational space, to include items such as a clubhouse with recreation room, swimming pool, outdoor cooking facilities such as grills, youth playgrounds, play courts, dog parks or other similar uses which will meet the intent of this document. Other similar uses which will meet the intent of this document may be supplied by the developer.
- D. Active recreational activity space shall be calculated at a rate of 1.25 times for activities such as, but not limited to:
 - 1. Trails, playgrounds, basketball, tennis, handball courts, etc.
 - 2. Community swimming pool, including the deck area surrounding such pools.
 - 3. Indoor recreation rooms provided such rooms are permanently maintained for the use of residents for recreational purposes.
 - 4. Other active recreational activities may be used for credit, subject to approval by the City of Leesburg.

13. MAINTENANCE

- A. With the exception of any public utilities, maintenance of all site improvements, including but not limited to roadways, drives, internal sidewalks, landscaping and drainage shall be the responsibility of the property owner. A homeowner's association shall serve as an appropriate entity for all common properties within the development.

14. DEVELOPMENT PHASING & IMPLEMENTATION

- A. The proposed project may be constructed in phases in accordance with the Planned Unit Development Conditions and Conceptual Plan. Changes to the development conditions or conceptual plan, other than those conditions described in these PUD Conditions of Approval, shall be revised in accordance with the Planned Development review process, City of Leesburg Code of Ordinances.
- B. Implementation of the project shall substantially commence one-hundred twenty (120) months after approval of this Planned Development. In the event, the conditions of the PUD have not been substantially implemented during the required time period, the City of Leesburg shall have the option of scheduling the PUD, with due notice to the owner and surrounding property owners, for reconsideration by the Planning Commission at their next available regular meeting. The Planning Commission will consider whether to extend the PUD approval or rezone the property to another appropriate zoning classification.
- C. As part of the overall development process, if the project is constructed in phases, then plat of the lots for each approved phase shall contain only portions of the development approved under the Site Plan Review Process, i.e. each phase platted shall match each phase submitted for site plan review.

15. MISCELLANEOUS CONDITIONS

- A. The uses of the proposed project shall only be those uses identified in the approved Planned Unit Development Conditions. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.
- B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.
- C. Construction and operation of the proposed use(s) shall at all times comply with the Planned Unit Development conditions set forth herein, and with all City and other governmental agencies rules and regulations.
- D. The transfer of ownership or lease of any or all of the property described in these PUD Conditions of Approval shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by

following the procedures as described in the City of Leesburg Land Development Code, as amended.

- E. These PUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition as set forth herein.

16. LEVELS OF SERVICE

A. Levels of Service

- 1. As submitted, the development resulting from the proposed zoning change may result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to water, wastewater, roads, drainage, and solid water. No final development order (site plan and building permits) shall be granted for proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.

B. Utilities

1. Projected Capacities

- i. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.

- C. If the development requires construction of new distribution or collection lines, or other infrastructure needed to develop the subdivision, the developer will be required to construct such facilities to provide service. The developer will bear the cost of design, permitting and construction. Any such facilities must be constructed in a fashion consistent with the City's master plans and to the City standards and specifications.

D. Commitment of Capacity

- 1. There are no previous commitments of any existing or planned excess capacity for this property.

E. Ability to Provide Services

- 1. At this time, the City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.
- 2. Future development within the City of Leesburg utility service areas may impact the provision of utility services.

EXHIBIT B**LEGAL DESCRIPTION****BANNING RANCH – PHASES III AND IV****Parcel 1:**

The East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 32, Township 20 South, Range 24 East, in Lake County, Florida.

Parcel 2:

The West $\frac{3}{4}$ of South $\frac{1}{2}$; the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$; and the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 33, Township 20 South, Range 24 East, in Lake County, Florida.

Parcel 3:

The Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 33, Township 20 South, Range 24 East, in Lake County, Florida, less the East 585 feet thereof.

Containing 463.911 acres more or less



TYPICAL DARK SKY LIGHTING FIXTURES

Examples of Acceptable / Unacceptable Lighting Fixtures

Unacceptable / Discouraged

Fixtures that produce glare and light trespass



Acceptable

Fixtures that shield the light source to minimize glare and light trespass and to facilitate better vision at night



Illustrations by Bob Ciesla © 2005. Rendered for the Town of Southampton, NY. Used with permission.

EXHIBIT D

REPRESENTATIVE FAÇADE SAMPLES



EXHIBIT D (CONTINUED)

REPRESENTATIVE FAÇADE SAMPLES



EXHIBIT D (CONTINUED)

REPRESENTATIVE FAÇADE SAMPLES



EXHIBIT D (CONTINUED)

REPRESENTATIVE FAÇADE SAMPLES



EXHIBIT D (CONTINUED)

REPRESENTATIVE FAÇADE SAMPLES





CITY OF LEESBURG PLANNING & ZONING DIVISION RECOMMENDATIONS

DATE: December 14, 2023
OWNER: Frank J. Banning and Carol June Banning
PETITIONER: Dr. Lew
PROJECT: Banning Ranch- Phase III & IV
REQUEST: Rezoning to PUD (Planned Unit Development)
CASE NO.: PUD-23-480

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of this request for the following reason(s):

1. The proposed zoning classification of PUD (Planned Unit Development) is compatible, as conditioned, with the current surrounding zoning districts of City of Leesburg PUD (Planned Unit Development) and Lake County A (Agricultural).
2. The proposed Large Scale Comprehensive Plan (LSCP) amendment is compatible with the adjacent future land use designations of City of Leesburg Neighborhood Mixed Use and Lake County Rural.
3. The proposed future land use designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to **approve** staff's recommendation to rezone the subject property from City PUD (Planned Unit Development) to City PUD (Planned Unit Development) and forward to the City Commission for consideration.

**CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY**

DATE: October 20, 2023
OWNER: Frank J. Banning and Carol June Banning
PETITIONER: Dr. Lew
PROJECT: Banning Ranch- Phase III & IV
REQUEST: Large Scale Comprehensive Plan Amendment to Estate Residential and Rezoning to PUD (Planned Unit Development)
CASE NO.: LSCP-23-479; PUD-23-480

GENERAL LOCATION: The property is generally located west of County Road 33, south of Florida's Turnpike, and east of County Road 48

FUTURE LAND USE DESIGNATION:
Neighborhood Mixed Use

SURROUNDING FUTURE LAND USE DESIGNATION:
North – Lake County Rural
South – Lake County Rural
East – Neighborhood Mixed Use
West – Neighborhood Mixed Use

PROPOSED FUTURE LAND USE DESIGNATION:
Estate Residential

EXISTING ZONING DESIGNATION: PUD (Planned Unit Development)

SURROUNDING ZONING DESIGNATIONS:
North – Lake County A (Agriculture)
South – Lake County A (Agriculture)
East – PUD (Planned Unit Development)
West – PUD (Planned Unit Development)

PROPOSED ZONING DESIGNATION:
PUD (Planned Unit Development)

EXISTING LAND USE: Vacant property

SURROUNDING LAND USE:
North – Pasture, Vacant Residential
South – Pasture, Residential
East – Pasture, Vacant Residential, Residential
West – Pasture, Timber

PROPOSED LAND USE: Residential Subdivision

**CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY**

DATE: December 8, 2023
OWNER: Frank J. Banning and Carol June Banning
PETITIONER: Dr. Lew
PROJECT: Banning Ranch- Phase III & IV
REQUEST: Large Scale Comprehensive Plan Amendment to Estate Residential and Rezoning to PUD (Planned Unit Development)
CASE NO.: LSCP-23-479; PUD-23-480

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 12/8/2023

FIRE

In reference to Case Number LSCP-23-479; PUD-23-480

NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2020 Edition. The subject property referenced in Case Number LSCP-23-479; PUD-23-480 is outside the recommended four-minute response time for initial responding fire apparatus.

4.1 Fire Department Organizational Statement.

4.1.2.1

The fire department shall establish the following performance objectives for the first-due response zones that are identified by the AHJ:

- (1) Alarm handling time completion in accordance with 4.1.2.3
- (2) 80 seconds turnout time for fire and special operations response and 60 seconds turnout time for EMS response
- (3)* 240 seconds or less travel time for the arrival of the first engine company at a fire suppression incident
- (4) 360 seconds or less travel time for the arrival of the second company with a minimum staffing of 4 personnel at a fire suppression incident
- (5) For other than high-rise, 480 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (6) For high-rise, 610 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (7) 240 seconds or less travel time for the arrival of a unit with first responder with automatic external defibrillator (AED) or higher-level capability at an emergency medical incident
- (8) 480 seconds or less travel time for the arrival of an advanced life support (ALS) unit at an emergency medical incident, where this service is provided by the fire department provided a first responder with an AED or basic life support (BLS) unit arrived in 240 seconds or less travel time

Amanda Stevenson 11/29/23

ELECTRIC

“The Banning Ranch project is outside of Leesburg Electric’s service territory.” Steve Davis 11/14/23

GAS

“Natural gas is available and directed per City Ordinance.” Brandon Smith 11/14/23

GIS

No comments received as of 12/8/2023

BUILDING

No comments received as of 12/8/2023

PUBLIC WORKS

“Public works has no issues with this item.” Cliff Kelsey 11/14/23

ADDRESSING

No comments received as of 12/8/2023

ECONOMIC DEVELOPMENT

No comments received as of 12/8/2023

LAKE COUNTY PUBLIC WORKS

Please see attached.

LAKE COUNTY SCHOOLS

“Please find attached the Adequate Public Facilities determination letter for Banning Ranch Phase 3, which is Lake County School APF 17-2023. This will also be sent via US Mail. Please feel free to let us know if you have any questions or concerns.” Heather Croney

PUBLIC RESPONSES

Approval

No comments received as of 12/8/2023

Disapproval

Nadia Crispin – Disapproval

Aerial



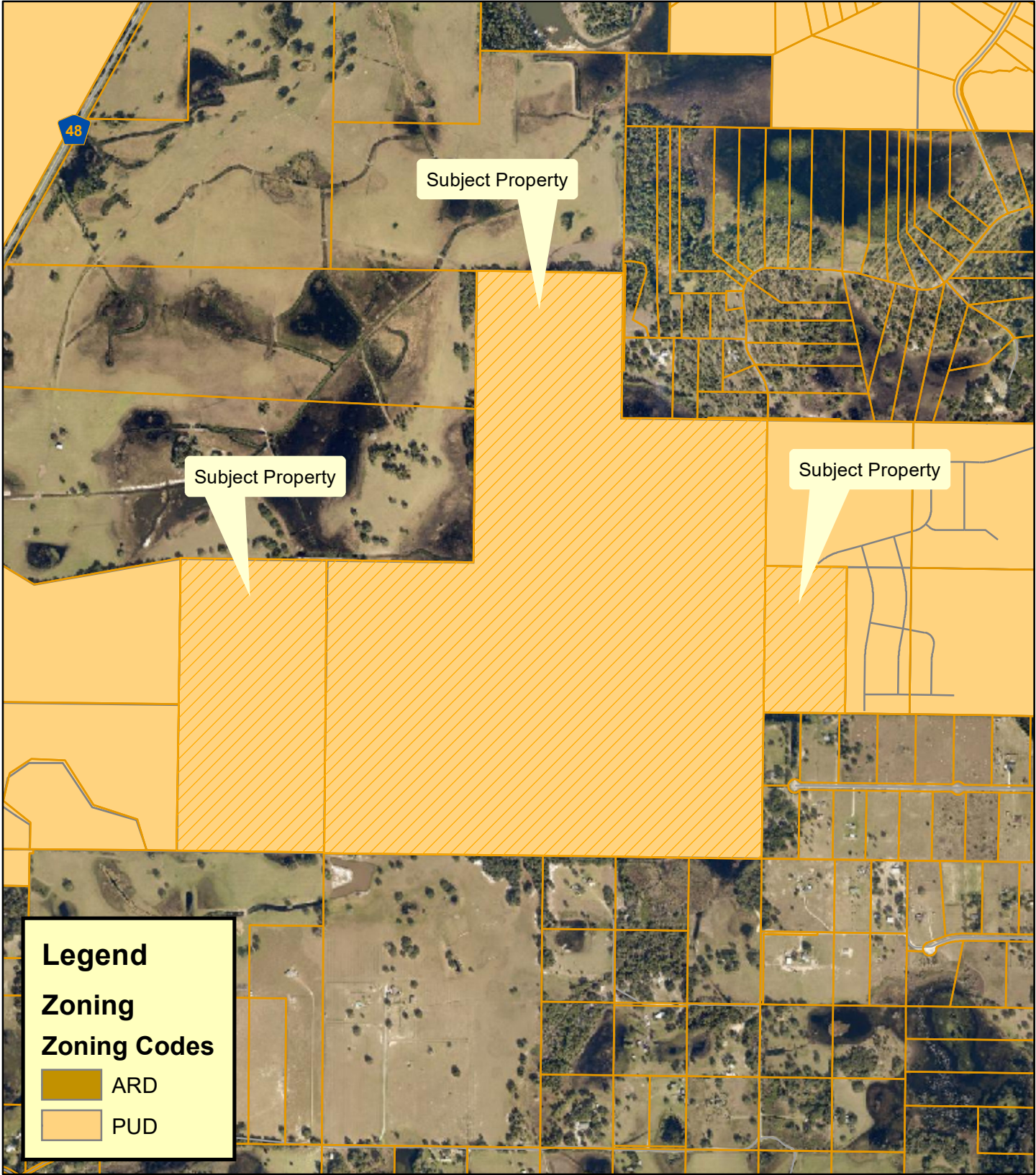
**Planning
& Zoning
Division**



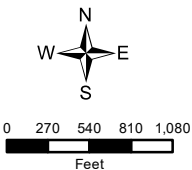
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Proposed Banning Ranch Phases III and IV
AK#: 1066948, 1066964, 1081912
Sections 32 & 33, Township 20 South, Range 24 East
October 17, 2023

Zoning

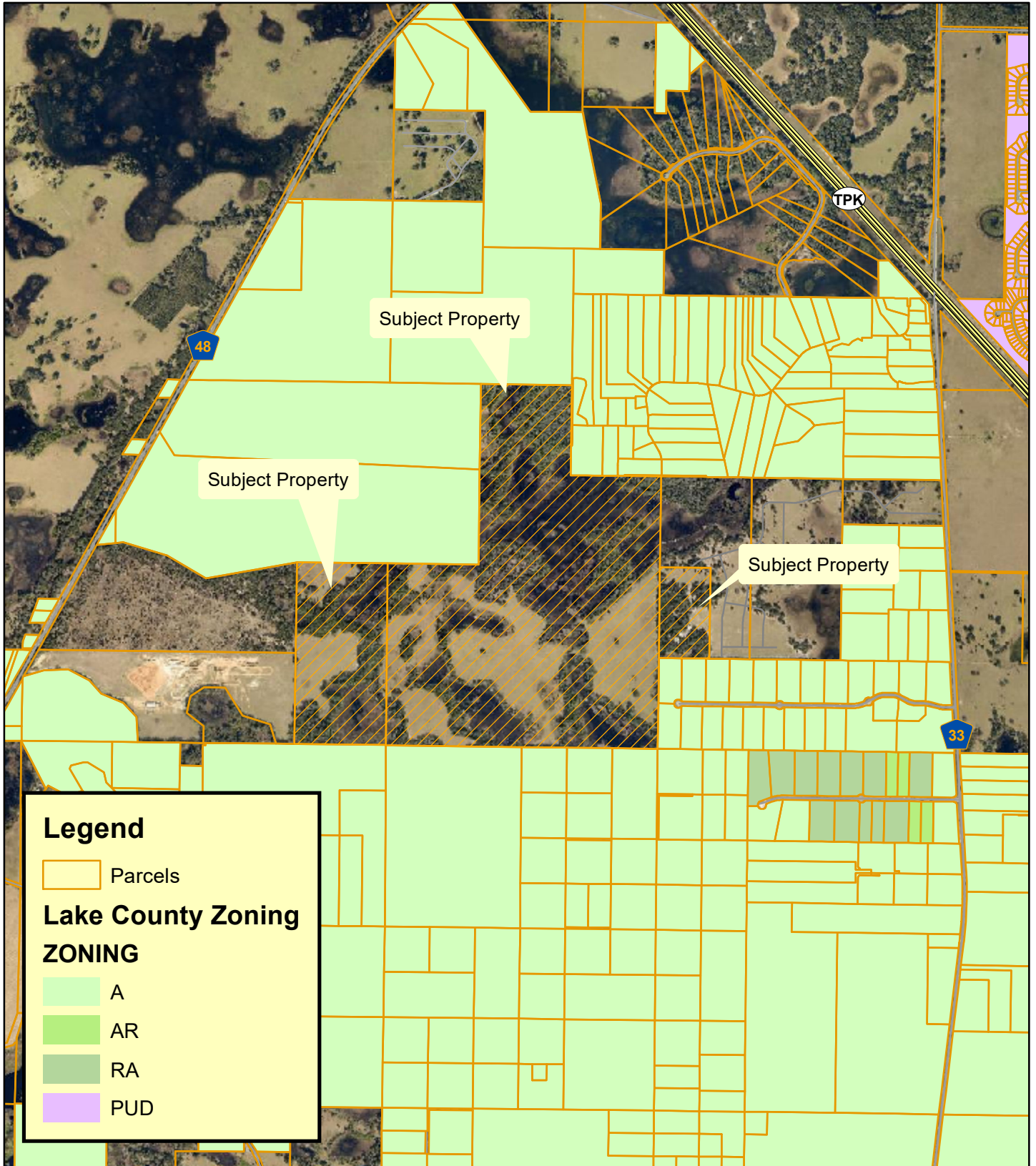


**Planning
& Zoning
Division**

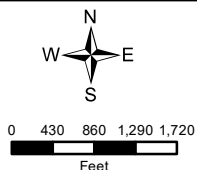


Proposed Banning Ranch Phases III and IV
AK#: 1066948, 1066964, 1081912
Sections 32 & 33, Township 20 South, Range 24 East
October 17, 2023

Lake County Zoning

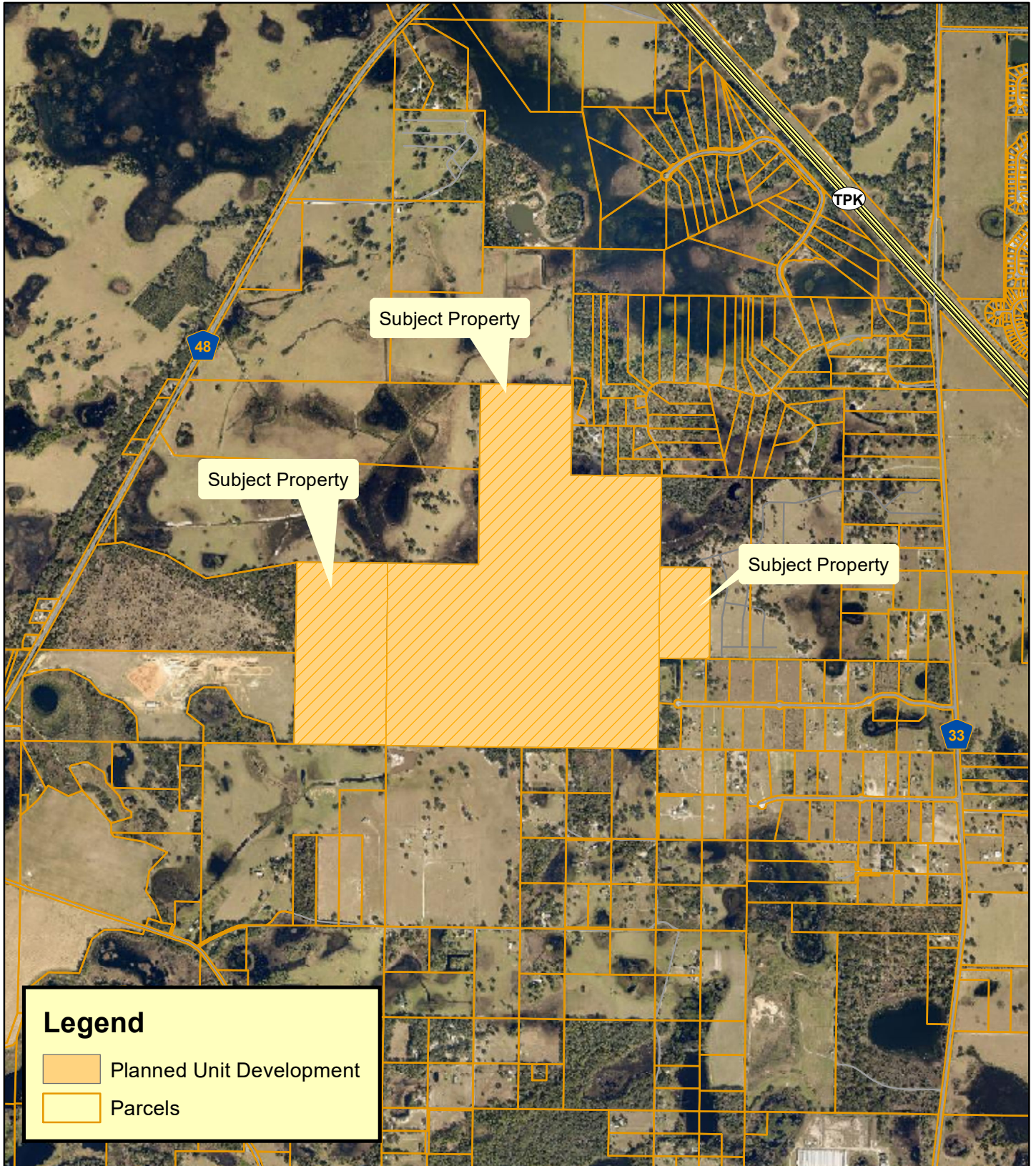


**Planning
& Zoning
Division**

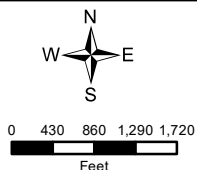


Proposed Banning Ranch Phases III and IV
AK#: 1066948, 1066964, 1081912
Sections 32 & 33, Township 20 South, Range 24 East
October 12, 2023

Proposed Zoning

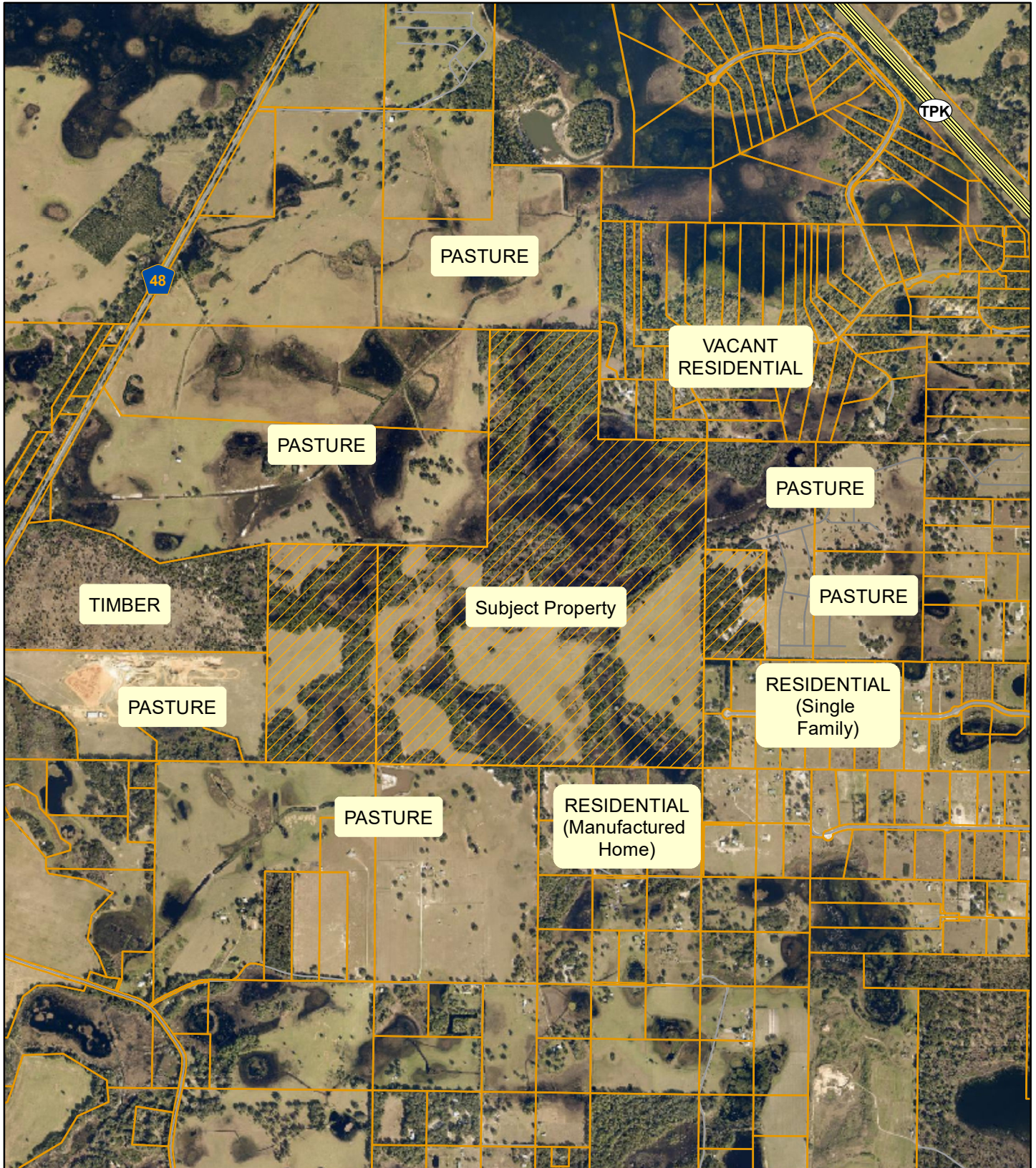


**Planning
& Zoning
Division**

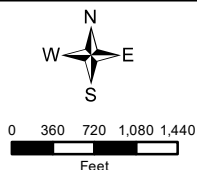


Proposed Banning Ranch Phases III and IV
AK#: 1066948, 1066964, 1081912
Sections 32 & 33, Township 20 South, Range 24 East
October 12, 2023

Surrounding Land Use



**Planning
& Zoning
Division**



Proposed Banning Ranch Phases III and IV
AK#: 1066948, 1066964, 1081912
Sections 32 & 33, Township 20 South, Range 24 East
October 17, 2023

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.5.

Meeting Date: January 22, 2024

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

Subject: An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 15.34 +/- acres; and being generally located east of Montclair Road and south of Colonial Street, lying in Section 21, Township 19 South, Range 24 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 2; and providing an effective date. (River Fox Commons ANNX)

Staff Recommendation:

The Planning and Zoning staff and the Planning Commission recommend approval of the proposed ordinance for annexation of 15.34 +/- acres.

Analysis:

The applicant has submitted a request for annexation of approximately 15.34 +/- acres, generally located east of Montclair Road and south of Colonial Street, as shown on the attached General Location Map. At this time, the property is undeveloped. The current zoning is Lake County R-6 (Urban Residential District) and the proposed zoning is City PUD (Planned Unit Development). The proposal is to build a multi-family, senior living development containing 92 units.

The property is surrounded by City R-1 (Low Density Residential) and Lake County R-1 (Rural Residential) and C-1 (Light Commercial). Under the conditions of the PUD (Planned Unit Development) zoning case which is also on this agenda, no negative impacts are anticipated to adjacent properties.

Also, on this City Commission agenda, is a Small Scale Comprehensive Plan Amendment, which along with the Planned Unit Development Application, had recommendations for approval from the staff and Planning Commission at the public hearing held on November 16, 2023.

Procurement Analysis:

N/A

Options:

1. Approve the requested annexation. This would give the City jurisdiction over the use and future development of the subject site and provide for the application of City standards to this property; or
2. Disapprove the proposed annexation and allow the property to remain in the County.

Fiscal Impact:

A positive fiscal impact will result from the annexation of this property due to increased tax revenue added to the General Fund.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 15.34 +/- ACRES; AND BEING GENERALLY LOCATED EAST OF MONTCLAIR ROAD AND SOUTH OF COLONIAL STREET, LYING IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; PROVIDING THAT SAID PROPERTY SO ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY; PROVIDING THAT SUCH ANNEXED PROPERTY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL SUCH TERRITORY HAD BEEN A PART OF THE CITY OF LEESBURG AT THE TIME OF PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES; PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE PLACED IN CITY COMMISSION DISTRICT 2; AND PROVIDING AN EFFECTIVE DATE. (RIVER FOX COMMONS ANNEX)

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

Section 1

Based upon the petition of Stephen Campbell, P.E., (Clymer Farner Barley, Inc. 4450 NE 83rd Boulevard, Wildwood, Florida, 34785) "Applicant" for the property hereinafter described, shall be annexed into the city limits of the City of Leesburg, Florida, which petition has heretofore been approved by the City Commission of the City of Leesburg, Florida, pursuant to the provisions of the Laws of Florida, the hereinafter described property is hereby annexed and made a part of the city limits of the City of Leesburg, Florida. The subject property lying and situated in Lake County, Florida, is more particularly described as:

**Legal Description
(See Exhibit A);**

Section 2.

All of the property, real and personal, within said annexed territory, described in Section 1 above, as provided by this ordinance, and the inhabitants thereof, shall be subject to the government, jurisdiction, powers, franchises, duties, and privileges of the City of Leesburg, Florida, and the said annexed property shall be liable, proportionately, for all of the present outstanding and existing, as well as future, indebtedness of the City of Leesburg, Florida; that all of the ordinances of the City of Leesburg, and all the laws heretofore passed by the Legislature of the State of Florida relating to and which now or hereafter constitute its Charter, shall apply to and have the same force and effect on such annexed territory as if all such annexed territory had been a part of the City of Leesburg, Florida, at the time of the passage and approval of said laws and ordinances. The property annexed hereby is assigned to City Commission District 2.;

Section 3.

All ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed;

Section 4.

This ordinance shall become effective immediately upon approval at second reading.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the _____ day of _____ 2024.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Exhibit A - Legal Description

A PORTION OF PARCEL ID NO. 21-19-24-000400014101

THE EAST 40 FEET OF THE NORTH 300 FEET OF THE NW 1/4 OF THE SE 1/4 OF SECTION 21,
TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

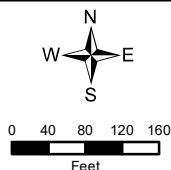
PARCEL ID NO. 21-19-24-000400014100

THE SOUTH 1020 FEET OF THE E 1/2 OF THE NW 1/4 OF THE SE 1/4 OF SECTION 21, TOWNSHIP
19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

Aerial



**Planning
& Zoning
Division**



River Fox Commons
ANNX-23-460; SSCP-23-461; PUD-23-462
Deborah Avenue, Leesburg, FL 34784
Alternate Key #: 1173051
October 3, 2023

Surrounding Land Use

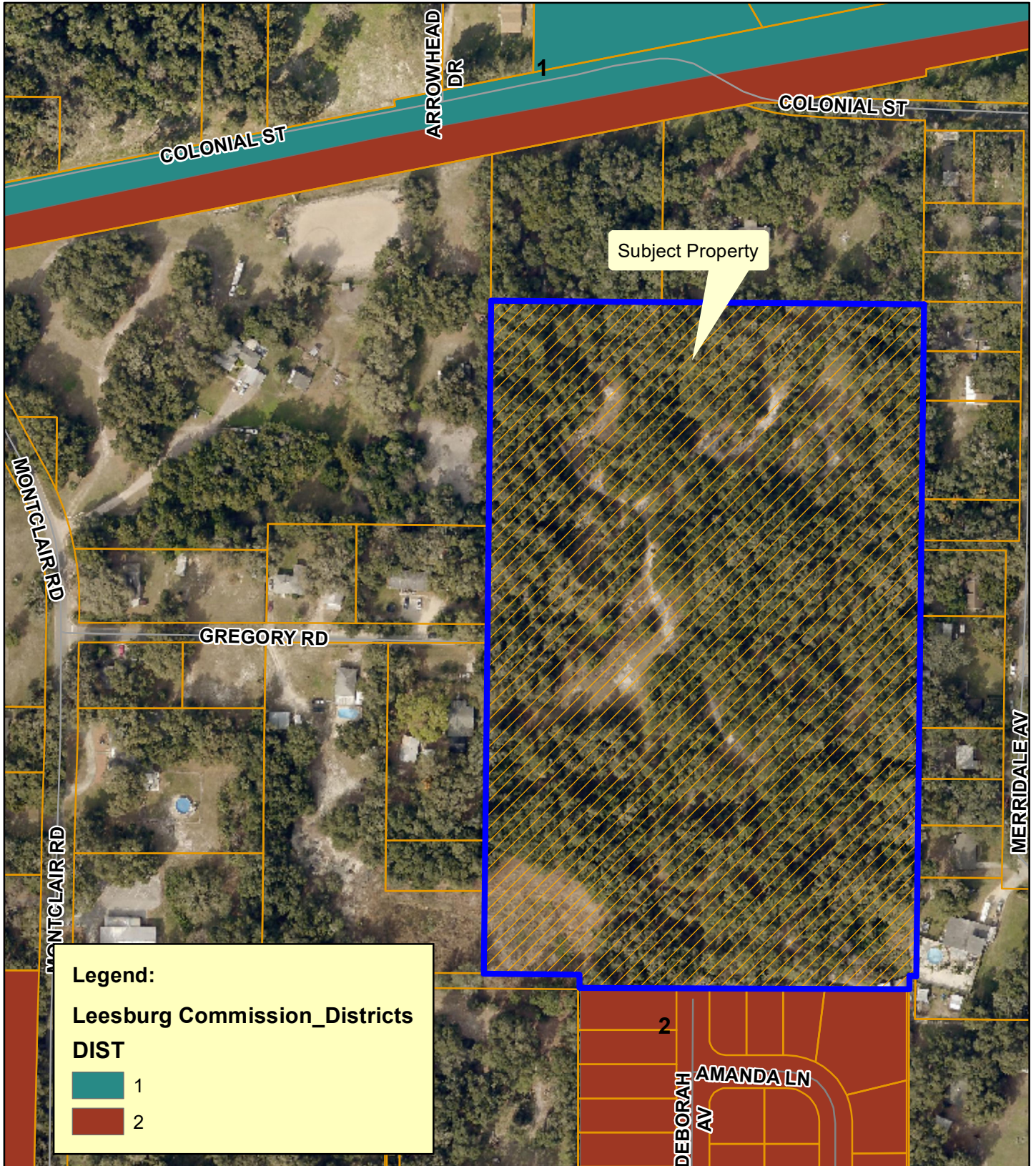


**Planning
& Zoning
Division**



River Fox Commons
 ANN-23-460; SSCP-23-461; PUD-23-462
 Deborah Avenue, Leesburg, FL 34784
 Alternate Key #: 1173051
 October 3, 2023

Commission Districts



**Planning
& Zoning
Division**



River Fox Commons
ANNX-23-460; SSCP-23-461; PUD-23-462
Deborah Avenue, Leesburg, FL 34784
Alternate Key #: 1173051
October 3, 2023

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.6.

Meeting Date: January 22, 2024

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

Subject: An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 15.34 +/- acres from Lake County Urban High Density to City of Leesburg Low Density Residential, for a property generally located east of Montclair Road and south of Colonial Street, lying in Section 21, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (River Fox Commons SSCP)

Staff Recommendation:

The Planning & Zoning Staff and the Planning Commission recommend approval of the proposed small-scale comp plan amendment to the City's Future Land Use Map on 15.34 +/- acres from Lake County Urban High Density to City of Leesburg Low Density Residential.

Analysis:

The project site is approximately 15.34 acres, and is generally located east of Montclair Road and south of Colonial Street. Currently, the property is undeveloped acreage. The proposed use is for a 92 unit residential senior living complex. The surrounding Future Land Use Map designations of Lake County Urban High Density and City of Leesburg Low Density Residential are compatible, as conditioned in the PUD zoning, with the proposed future land use designation of City Low Density Residential. The proposed zoning designation of City PUD (Planned Unit Development) will provide for development that is consistent with the City's adopted Growth Management Plan and would allow an appropriate use for the property.

The Planning Commission held a public hearing on the application on November 16, 2023 and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the requested small-scale comprehensive plan amendment from Lake County Urban High

Density to City of Leesburg Low Density Residential; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

There is no direct fiscal impact to the City in regard to this action. Future development of the property will increase this anticipated impact from collection of impact fees, ad valorem taxes and utility charges.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY CONTAINING 15.34 +/- ACRES FROM LAKE COUNTY URBAN HIGH DENSITY TO CITY OF LEESBURG LOW DENSITY RESIDENTIAL, FOR A PROPERTY GENERALLY LOCATED EAST OF MONTCLAIR ROAD AND SOUTH OF COLONIAL STREET, LYING IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (RIVER FOX COMMONS SSCP)

WHEREAS, the City Commission has received written objections, recommendations, and comments from the City of Leesburg Planning Commission, acting as the Local Planning Agenda, regarding amendment of the Comprehensive Plan of the City of Leesburg, and has made recommendations to the City Commission for amendment of the Plan; and

WHEREAS, the City Commission of the City of Leesburg has held public hearings on the proposed amendment to the plan, in light of written comments, proposals and objections from the general public;

NOW, THEREFORE,

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

Section 1.

The Growth Management Plan of the City of Leesburg, adopted by the City of Leesburg on December 10, 2012, pursuant to the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes, after public hearings by the City of Leesburg Planning Commission, is hereby amended in the following manner;

The Future Land Use Map is amended by changing the designation of approximately 15.34 acres of land generally located east of Montclair Road and south of Colonial Street from Lake County Urban High Density and City of Leesburg Low Density Residential, as shown on the revised map of said area, lying in Section 21, Township 19 South, Range 24 East, Lake County Florida;

Section 2.

All ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed;

Section 3.

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

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the _____ day of _____ 2024.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Exhibit A - Legal Description

A PORTION OF PARCEL ID NO. 21-19-24-000400014101

THE EAST 40 FEET OF THE NORTH 300 FEET OF THE NW 1/4 OF THE SE 1/4 OF SECTION 21,
TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

PARCEL ID NO. 21-19-24-000400014100

THE SOUTH 1020 FEET OF THE E 1/2 OF THE NW 1/4 OF THE SE 1/4 OF SECTION 21, TOWNSHIP
19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.



CITY OF LEESBURG PLANNING & ZONING DIVISION RECOMMENDATIONS

DATE: November 16, 2023
OWNER: The Paces Foundation Inc.
PETITIONER: Stephen Campbell, Clymer Farner Barley, Inc., on behalf of The Paces Foundation Inc.
PROJECT: River Fox Commons
REQUEST: Small Scale Comprehensive Plan Amendment from Lake County Urban High Density to the City of Leesburg Low Density Residential
CASE NO.: SSCP-23-461

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of the request **for the following reason(s):**

1. This project meets the requirements of Chapter 163.3187 Florida Statutes, for Small Scale Comprehensive Plan Amendments.
2. The proposed request for a Small-Scale Comprehensive Plan amendment is compatible with the adjacent future land use designations of Lake County Urban High Density and City of Leesburg Low Density Residential.
3. The proposed request under Case Number PUD-23-462, is compatible with the current surrounding zoning districts of Lake County R-6 (Urban Residential District) and C-1 (Neighborhood Commercial and City of Leesburg R-1 (Low Density Residential).
4. The proposed future land use designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to **approve** staff's recommendation to change the future land use of the subject property from Lake County Urban High Density to the City of Leesburg Low Density Residential and forward this recommendation to the City Commission for consideration.

**CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY**

DATE: November 16, 2023
OWNER: The Paces Foundation Inc.
PETITIONER: Stephen Campbell, Clymer Farner Barley, Inc., on behalf of The Paces Foundation Inc.
PROJECT: River Fox Commons
REQUEST: Small Scale Comprehensive Plan Amendment to Low Density Residential; Zoning to PUD (Small Planned Unit Development)
CASE NO.: ANNEX-23-460; SSCP-23-461; PUD-23-462

GENERAL LOCATION: East of Montclair Road and South of Colonial Street.

FUTURE LAND USE DESIGNATION: Vacant Residential

SURROUNDING FUTURE LAND USE DESIGNATION:

North	–	Lake County Urban High Density
South	–	Lake County Urban High Density; City of Leesburg Low Density Residential
East	–	Lake County Urban High Density
West	–	Lake County Urban High Density

PROPOSED FUTURE LAND USE DESIGNATION: Low Density Residential

EXISTING ZONING DESIGNATION: Lake County RP (Residential Professional)

SURROUNDING ZONING DESIGNATIONS:

North	–	Lake County R-6 (Urban Residential District)
South	–	Lake County R-6 (Urban Residential District); City of Leesburg R-1 (Low Density Residential)
East	–	Lake County R-6 (Urban Residential District)
West	–	Lake County R-6 (Urban Residential District); Lake County C-1 (Neighborhood Commercial)

PROPOSED ZONING DESIGNATION: PUD (Small Planned Unit Development)

EXISTING LAND USE: Vacant Institutional

SURROUNDING LAND USE:

North	–	Vacant Commercial; Vacant Residential; Single Family Residential
South	–	Vacant Residential; Residential (Single Family)
East	–	Residential (Single Family)
West	–	Vacant Residential; Single Family Residential; Residential (Manufactured Home)

PROPOSED LAND USE: Residential (Senior Living)

**CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY**

DATE: November 16, 2023
OWNER: The Paces Foundation Inc.
PETITIONER: Stephen Campbell, Clymer Farner Barley, Inc., on behalf of The Paces Foundation Inc.
PROJECT: River Fox Commons
REQUEST: Rezoning from Lake County R-6 (Urban Residential District) to City of Leesburg PUD (Planned Unit Development)
CASE NO.: SSPC-23-461; PUD-23-462

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 11/10/2023.

FIRE

In reference to Case Number SSPC-23-461, PUD-23-462

NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2020 Edition. The subject property referenced in Case Number SSPC-23-461, PUD-23-462 is outside the recommended four-minute response time for initial responding fire apparatus.

4.1 Fire Department Organizational Statement.

4.1.2.1

The fire department shall establish the following objectives for the first-due response zones that are identified by the AHJ:

- (1) Alarm handling time completion in accordance with **4.1.2.3**
- (2) 80 seconds turnout time for fire and special operations response and 60 seconds turnout time for EMS response
- (3)* 240 seconds or less travel time for the arrival of the first engine company at a fire suppression incident
- (4) 360 seconds or less travel time for the arrival of the second company with a minimum staffing of 4 personnel at a fire suppression incident
- (5) For other than high-rise, 480 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (6) For high-rise, 610 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (7) 240 seconds or less travel time for the arrival of a unit with first responder with automatic external defibrillator (AED) or higher-level capability at an emergency medical incident
- (8) 480 seconds or less travel time for the arrival of an advanced life support (ALS) unit at an emergency medical incident, where this service is provided by the fire department provided a first responder with an AED or basic life support (BLS) unit arrived in 240 seconds or less travel time.

– Amanda Stevenson 11/8/2023

ELECTRIC

Electric has no objections. A line extension will be required to feed the complex. Easements will be required. – Steve Davis 10/26/2023

GAS

Natural gas is available and directed per City Ordinance. – Brandon Smith 10/30/2023

GIS

No comments received as of 11/10/2023.

BUILDING

No comments received as of 11/10/2023.

PUBLIC WORKS

Public Works has no issues with this item. – Cliff Kelsey 10/30/2023

ADDRESSING

No comments received as of 11/10/2023.

ECONOMIC DEVELOPMENT

No comments received as of 11/10/2023.

LAKE COUNTY PUBLIC WORKS

Lake County Public Works has the following comments.

The property based on the concept plan will be accessing from Colonial Street which is a county maintained paved road. Permitting for the access from Lake County Public Works will be required.
– Seth Lynch 11/14/2023

LAKE COUNTY SCHOOLS

The 92-unit 55+ apartment project may be subject to school concurrency review. I will need more information on the project to make a determination.
If the applicant/property owner is marketing to 55+ it will be subject to review.
If it is a true age restricted multi-family development and a deed restriction is recorded then school concurrency will not be required.
– Helen LaValley 11/07/2023

PUBLIC RESPONSES

Approval

No comments received as of 11/10/2023.

Disapproval

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL)

No comments received as of 11/10/2023.

PUBLIC COMMENTS (DISAPPROVAL)

Janine Horne, 312 Deborah Avenue:

I recently moved to this address 7-2-2023. The reason I moved here was that I loved the location and that it was a very quiet street, not a lot of traffic and the neighbors have lived here for a very long time.

This was going to be my forever home and was so blessed to be able to purchase it.

So please don't build that multifamily development off of Deborah Ave. the traffic will be awful.

Thank you,
Janine Horne.

Ramona Curry, 2721 Gregory Road

I have a concern about road access to the development as it related to Gregory Road, as Gregory Road is as small county road designed to accommodate a small number of homes and increased traffic flow will certainly create a safety issue, as well as put an undue burden and hardship on the residents currently residing there.

Madeline and James Lipsky, 715 Merridale Avenue

My well is ten feet from my property line which butts up to this property – septic and drain fields must be 100' from my well.
10 ft sound barrier would be nice.

Wildlife habitat ? trees, ect. There are gopher turtles, nesting owls (3 or more) hawks, rabbits, racoon, oposoms, what is being done to ensure these animals homes are not destroyed?

J.R. Spencer, 714 Montclair Road

I do not approve of having the property rezoned to multifamily as I believe it would have a detrimental impact on our community. The increase in population would lead to increased traffic, congestion, & noise pollution, as well as, destroying natural habitats. Additionally, this development would bring a large number of low-income residents which could lead to increased crime. Finally, I am concerned about the impact on property values in the surround areas.

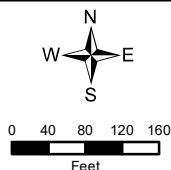
PUBLIC COMMENTS (UNDECIDED)

No comments received as of 11/10/2023.

Aerial

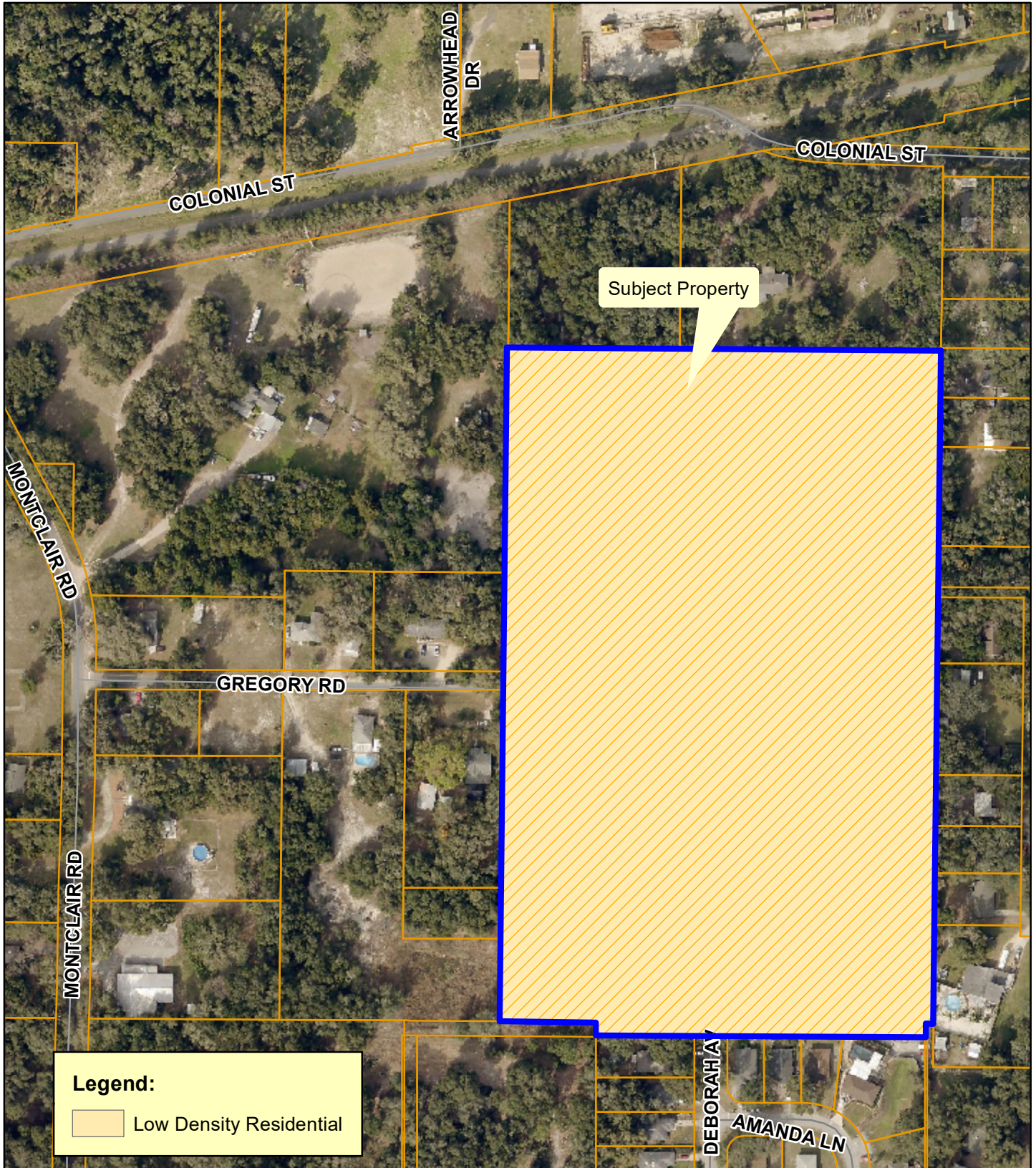


**Planning
& Zoning
Division**



River Fox Commons
ANNX-23-460; SSCP-23-461; PUD-23-462
Deborah Avenue, Leesburg, FL 34784
Alternate Key #: 1173051
October 3, 2023

ADOPTED Future Land Use



**Planning
& Zoning
Division**

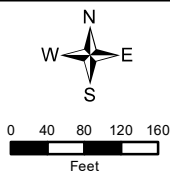


River Fox Commons
ANNX-23-460; SSCP-23-461; PUD-23-462
Deborah Avenue, Leesburg, FL 34784
Alternate Key #: 1173051
October 3, 2023

Surrounding Land Use

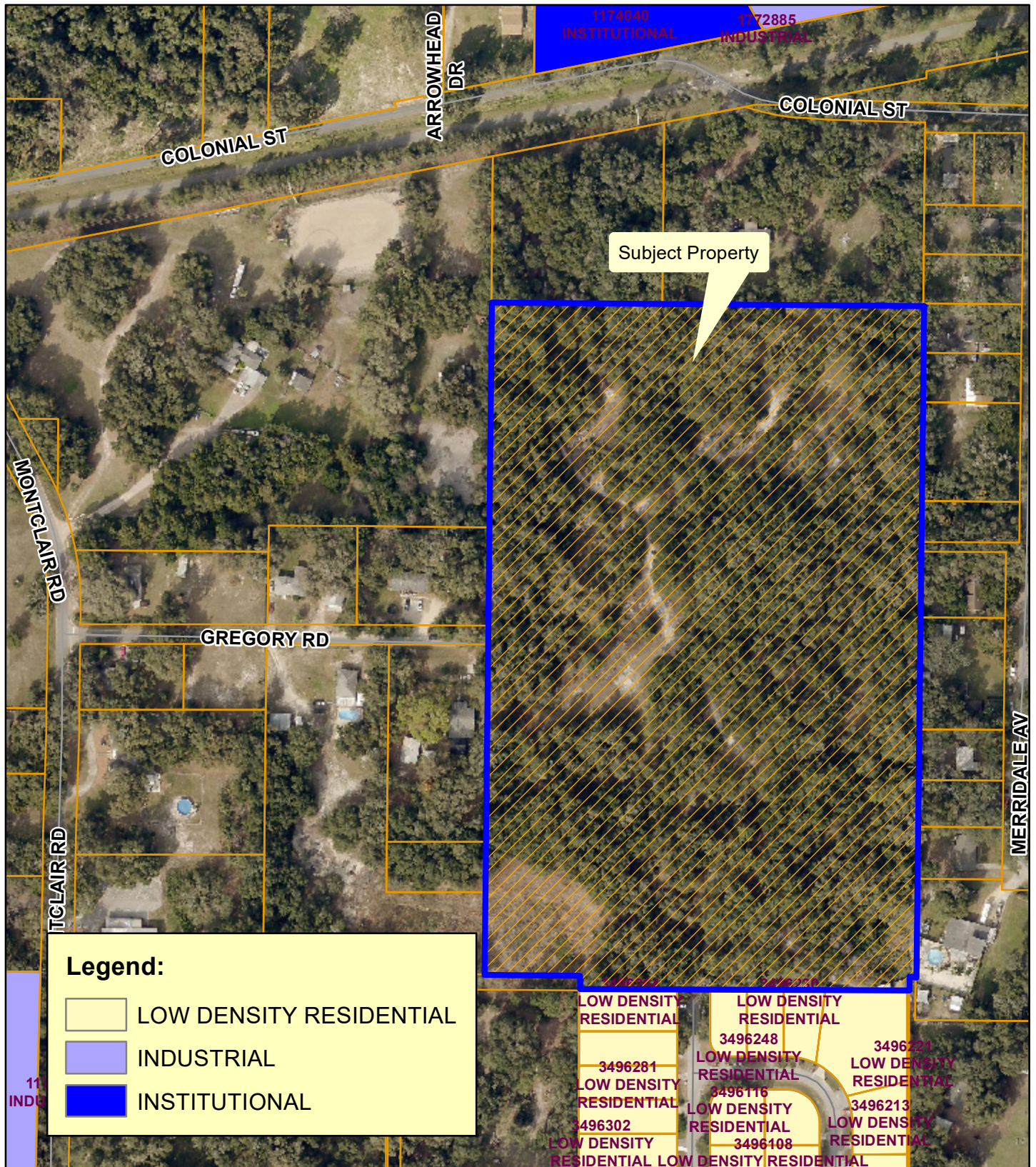


Planning & Zoning Division



River Fox Commons
ANNX-23-460; SSCP-23-461; PUD-23-462
Deborah Avenue, Leesburg, FL 34784
Alternate Key #: 1173051
October 3, 2023

City of Leesburg Future Land Use

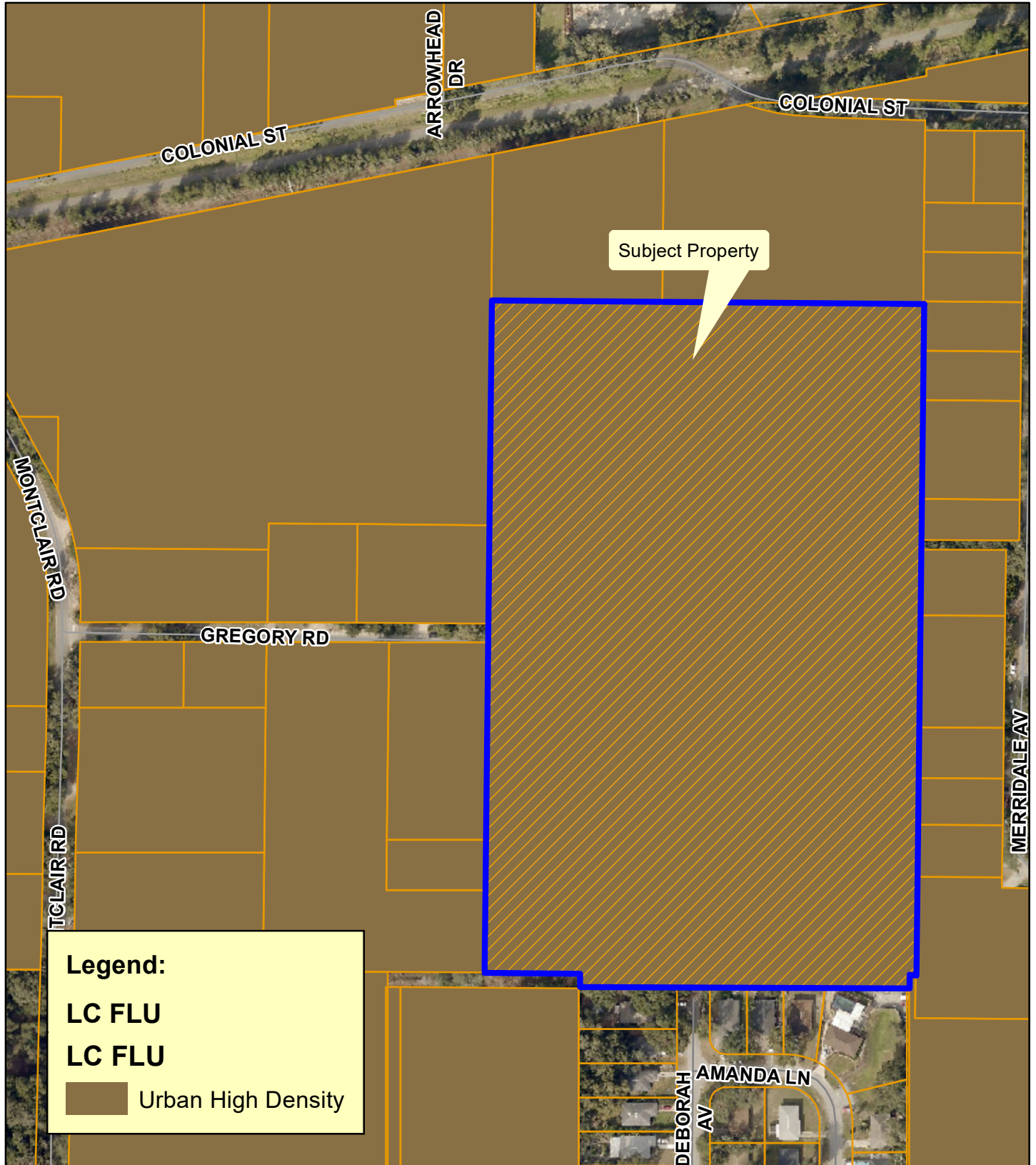


**Planning
& Zoning
Division**



River Fox Commons
 ANN-23-460; SSCP-23-461; PUD-23-462
 Deborah Avenue, Leesburg, FL 34784
 Alternate Key #: 1173051
 October 3, 2023

Lake County Future Land Use

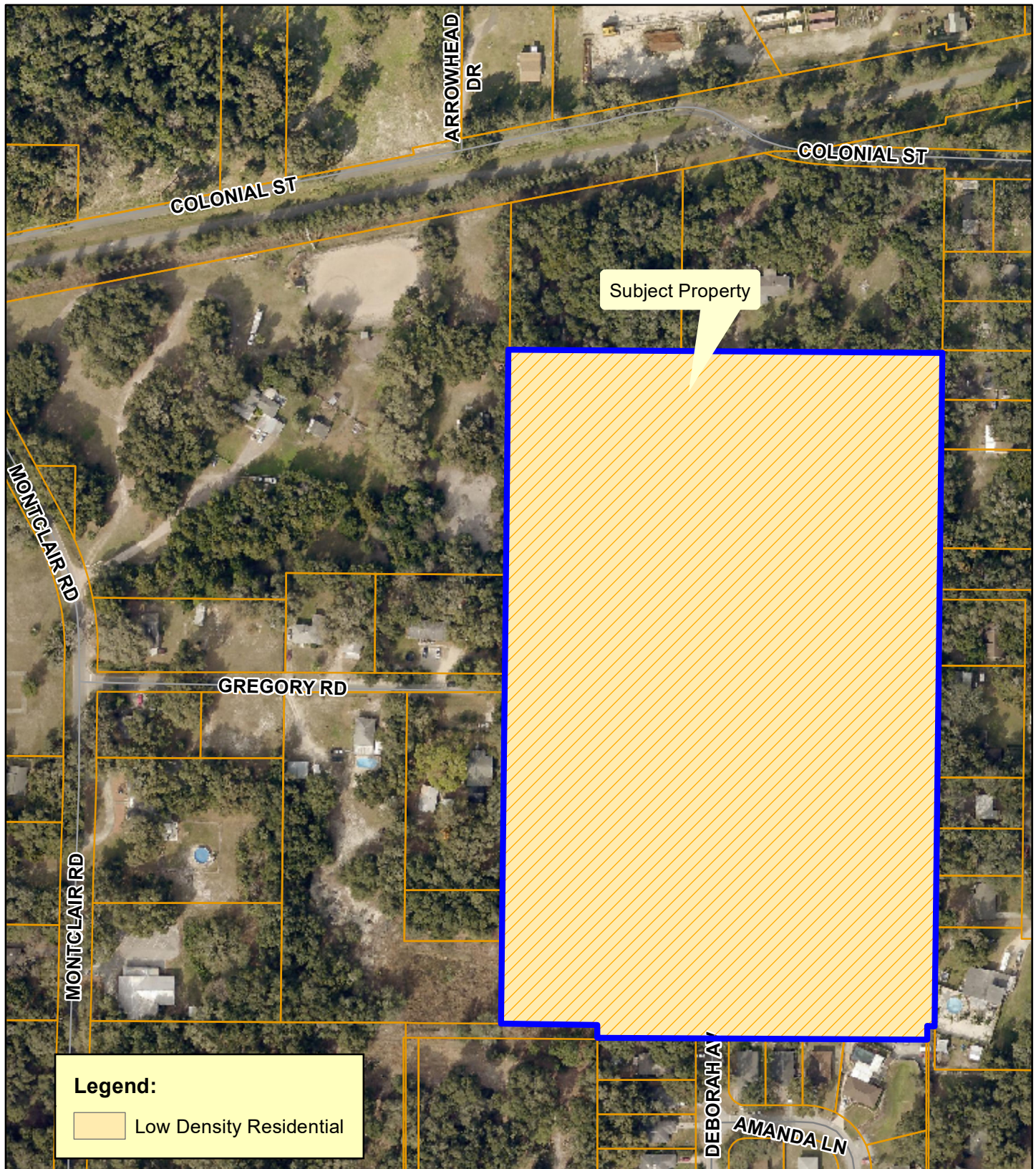


**Planning
& Zoning
Division**

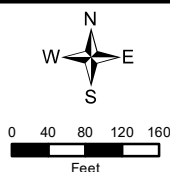


River Fox Commons
ANNX-23-460; SSCP-23-461; PUD-23-462
Deborah Avenue, Leesburg, FL 34784
Alternate Key #: 1173051
October 3, 2023

PROPOSED Future Land Use

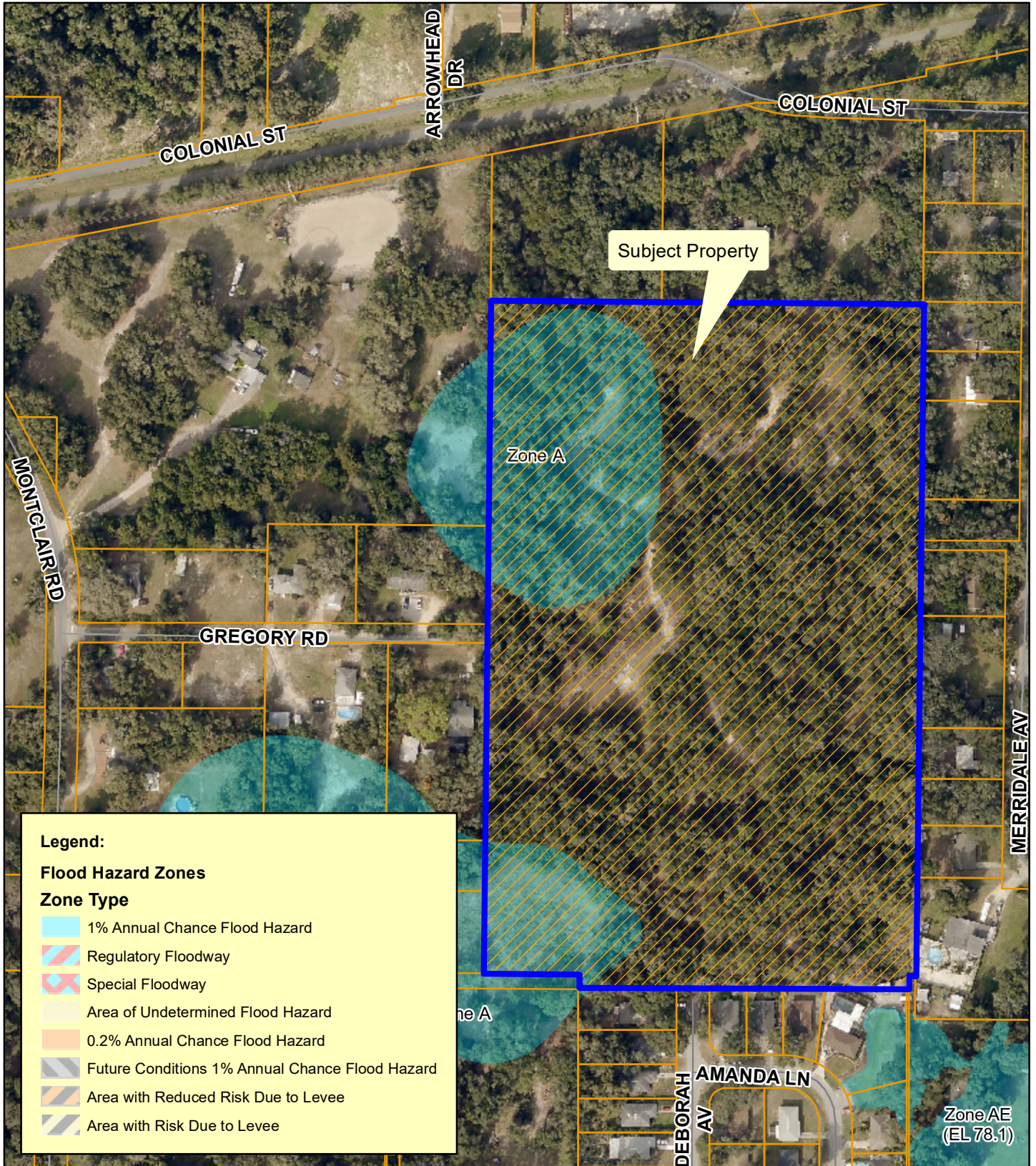


**Planning
& Zoning
Division**



River Fox Commons
ANNX-23-460; SSCP-23-461; PUD-23-462
Deborah Avenue, Leesburg, FL 34784
Alternate Key #: 1173051
October 3, 2023

Flood Zone

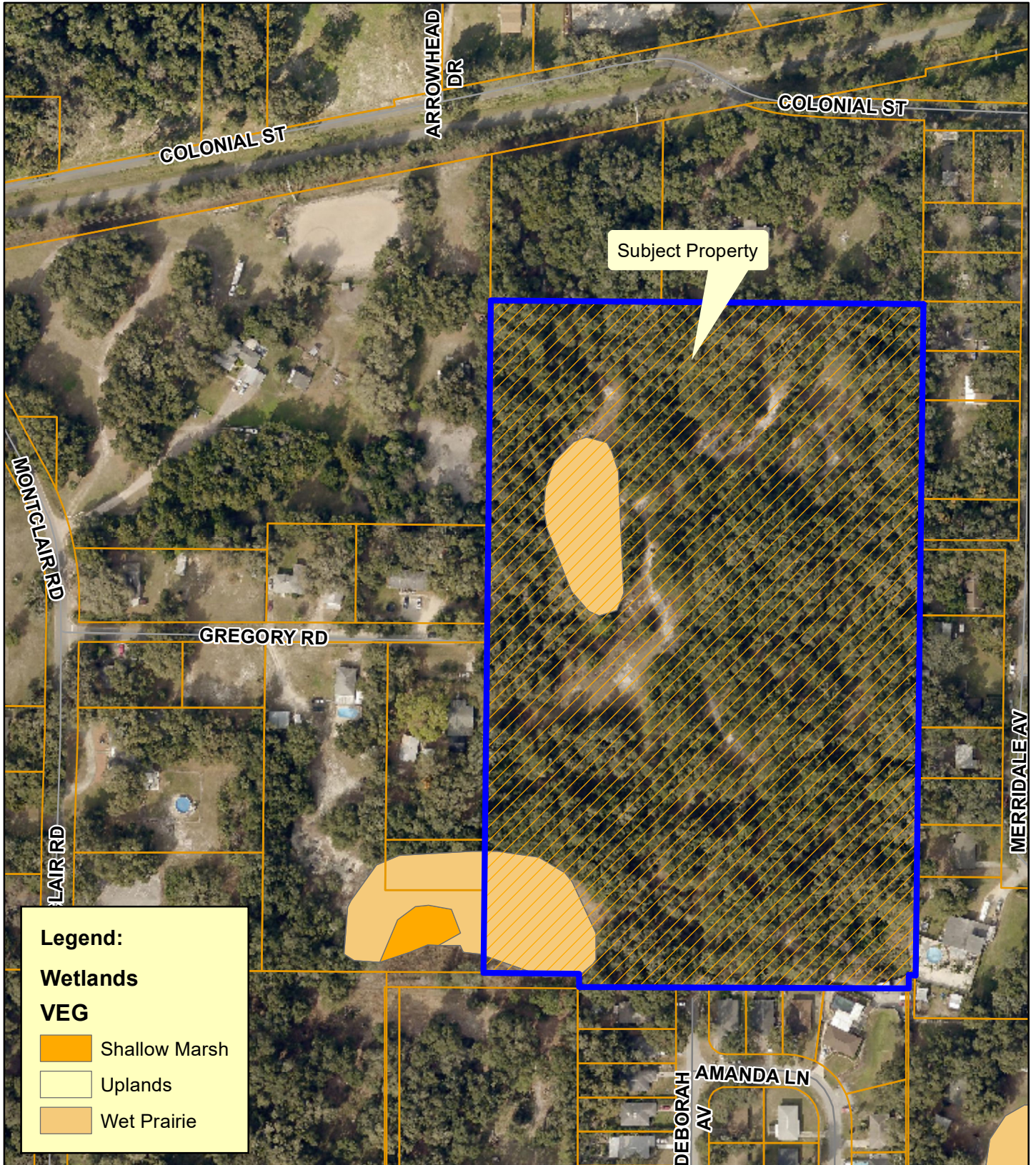


**Planning
& Zoning
Division**

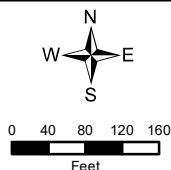


River Fox Commons
 ANN-23-460; SSCP-23-461; PUD-23-462
 Deborah Avenue, Leesburg, FL 34784
 Alternate Key #: 1173051
 October 3, 2023

Wetlands

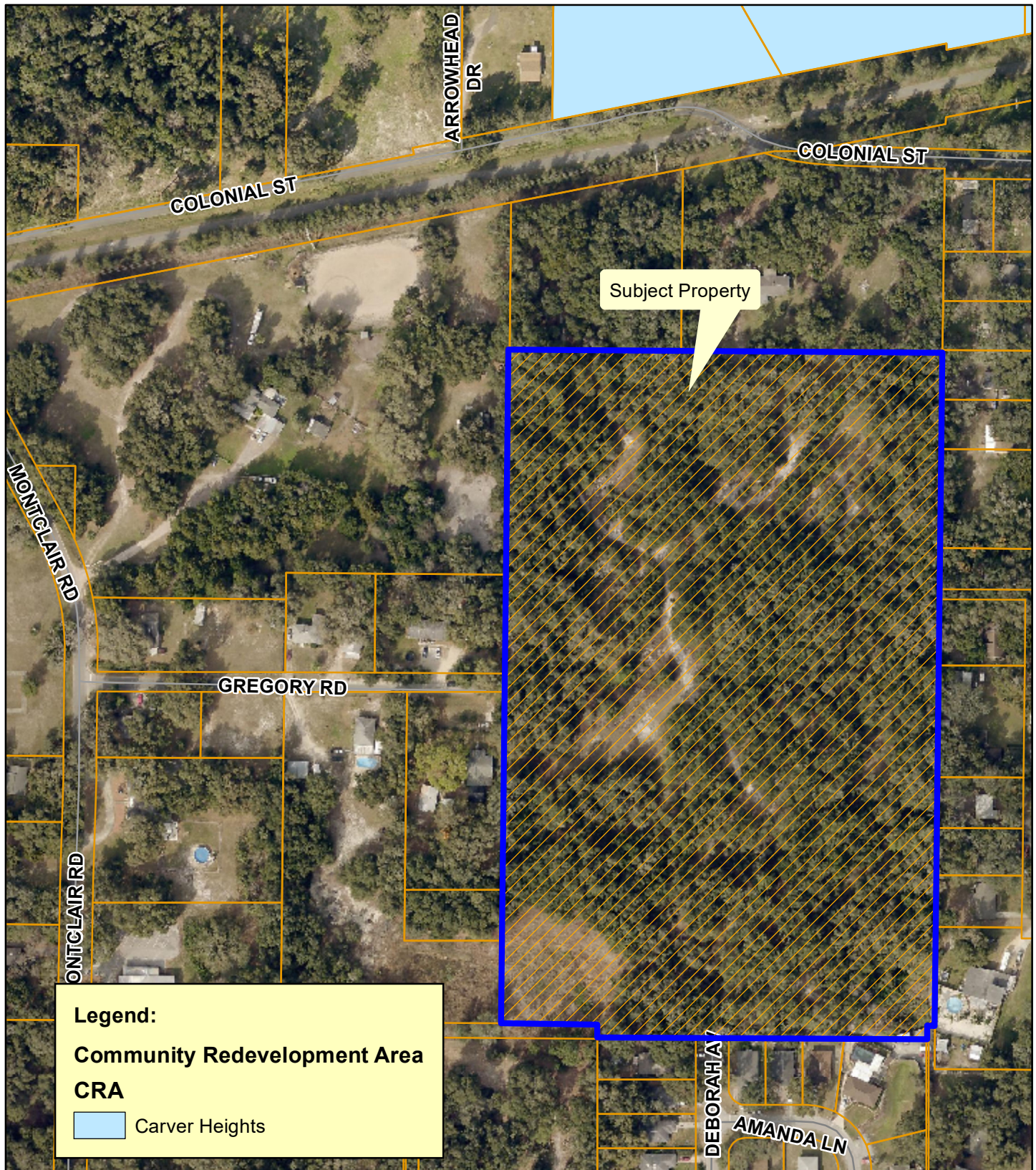


**Planning
& Zoning
Division**



River Fox Commons
 ANN-23-460; SSCP-23-461; PUD-23-462
 Deborah Avenue, Leesburg, FL 34784
 Alternate Key #: 1173051
 October 3, 2023

Community Redevelopment Area



**Planning
& Zoning
Division**



River Fox Commons
ANNX-23-460; SSCP-23-461; PUD-23-462
Deborah Avenue, Leesburg, FL 34784
Alternate Key #: 1173051
October 3, 2023

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.7.

Meeting Date: January 22, 2024

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 15.34 +/- acres from Lake County R-6 (Urban Residential District) to City of Leesburg PUD (Planned Unit Development) to allow for residential uses for a property generally located east of Montclair Road and south of Colonial Street, lying in Section 21, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (River Fox Commons PUD)

Staff Recommendation:

Planning and Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from Lake County R-6 (Urban Residential District) to City of Leesburg PUD (Planned Unit Development) to allow for residential uses.

Analysis:

The project site is approximately 15.34 +/- acres, and is generally located east of Montclair Road and south of Colonial Street as shown on the attached maps. At this time, the property is undeveloped acreage. The proposal will allow for a residential use. The existing land uses surrounding the property are residential and vacant residential. City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on November 16, 2023 and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the proposed rezoning to PUD (Planned Unit Development); or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

Existing development on this site will create a positive fiscal impact on the City of Leesburg, in the form of impact and utility fees, plus ad valorem taxes.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 15.34 +/- ACRES FROM LAKE COUNTY R-6 (URBAN RESIDENTIAL DISTRICT) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW FOR RESIDENTIAL USES FOR A PROPERTY GENERALLY LOCATED EAST OF MONTCLAIR ROAD AND SOUTH OF COLONIAL STREET, LYING IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (RIVER FOX COMMONS PUD)

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

Section 1.

Based upon the petition of Stephen Campbell (Clymer Farner Barley, Inc., Petitioner) for River Fox Commons of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from Lake County R-6 (Urban Residential District) to City of Leesburg PUD (Planned Unit Development), to-wit:

**(Legal Description)
(See Exhibit A)**

Section 2.

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

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the _____ day of _____ 2024.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

**RIVER FOX COMMONS
PUD (PLANNED UNIT DEVELOPMENT)
Conditions of Development Agreement
November 16, 2023**

This Conditions of Planned Unit Development Agreement for a PUD (Planned Unit Development) zoning district are granted by the City of Leesburg Planning Commission, Lake County, Florida to **The Paces Foundation, Inc., 2730 Cumberland Blvd. SE, Smyrna, Georgia 30080, "Permittee" (Clymer Farner Barley, Inc., Stephen Campbell, P.E. - Petitioner)** for the purposes described herein, and subject to the terms and conditions as set forth in this document, pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 "Planned Unit Development" of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND

The "Permittee" is requesting a Planned Unit Development (PUD) zoning district to allow future construction of a proposed multifamily residential development consisting of approximately 15.5 acres containing a maximum of 92 residential units at a density of 6 units per acre, and being generally located east of Montclair Road and south of Colonial Street, on a site within the City of Leesburg in accordance with their PUD application and supplemental information.

PURPOSE

The purpose of this document is to provide appropriate zoning standards for a high-quality built environment through the application of flexible and diversified land development requirements, which shall be implemented in conjunction with a master site development plan and the City of Leesburg Code of Ordinances, therefore allowing for more efficient and optimal use of the subject property, and to increase the overall economic opportunity and employment base of Leesburg, Florida.

CONDITIONS

The following conditions shall apply to the development proposed herein. If any instance where the conditions of this document may conflict with the City of Leesburg Code of Ordinances, this document shall prevail as the determining requirement.

1. **PERMISSION** is hereby granted to **The Paces Foundation, Inc., 2730 Cumberland Blvd. SE, Smyrna, Georgia 30080, "Permittee" (Clymer Farner Barley, Inc., Stephen Campbell, P.E. - Petitioner)** to construct, operate, and maintain a Planned Unit Development in and on real property in the City of Leesburg, in accordance with the requirements set forth herein. The property is more particularly described below.
2. **LEGAL DESCRIPTION**
See attached **Exhibit B, Legal Description**.

3. **LAND USE**

The above-described property, containing approximately 15.5 acres shall be used for multi-family residential development, pursuant to City of Leesburg development codes and standards.

A. Permitted Uses

1. Uses shall be those listed as permitted uses in the PUD district as amended in this document and shall occupy the approximate area as shown on **Exhibit C, Conceptual Development Plan**.
2. Permitted uses shall be as follows:
 - a. Multi-family development
 - b. Any other similar uses which are considered accessory to permitted uses which does not adversely impact the adjoining properties due to traffic, noise, dust, etc.

B. Prohibited Uses

1. Townhouses (single family attached units) and single family detached
2. Duplex/Triplex/Quadraplex Uses
3. Commercial Uses
4. Industrial Uses
5. All other uses not specifically permitted by A.2 above.

C. The project shall contain a maximum of 92 residential units, on approximately 15.5 acres at a gross density of 6 units per acre, as shown on **Exhibit C, Conceptual Development Plan**.

D. The minimum development standards shall be those required for the R-1 (Low Density Residential) district except as amended by this agreement.

E. The external architecture of the buildings at a minimum shall incorporate the same design elements of the elevation submitted as **Exhibit D, Façade Examples**. Variations with similar characteristics may be approved by the Planning and Zoning Director

F. The following minimum yard setbacks shall be maintained:
Front setback – 100 feet;
Rear setback – 50 feet; and
Side setbacks - Minimum 100 feet on each side.

G. Minimum distance between structures shall be 30 feet; measured from building wall to building wall.

H. Accessory structures shall have a minimum rear and side setback of 30 feet.

I. Impervious surface coverage shall not exceed 50 percent.

- J. Maximum building height shall not exceed four (4) stories except for additional height approved by staff for roof, elevators, a/c units etc.
- K. A minimum of thirty-five (35) percent of the site shall be developed as open space, including retention areas, buffer and landscaped areas. Parking areas and vehicle access areas shall not be considered in calculating open space.
- L. Recreational Development
 - 1. Recreational development shall meet the requirements of the City of Leesburg Land Development Code (as amended) and as required in Section 13 of this PUD Agreement.
- O. Limited commercial uses shall be allowed within buildings designated for recreational use and shall be intended for the primary use of project residents except for Permitted Uses in 3.A.2. The location and intensity of such uses shall be approved by the City staff as part of the site plan review process. Examples of such uses are sales office, ATM or coffee shop etc.

4. **DESIGN/ARCHITECTURAL STANDARDS**

- A. Development shall be subject to *Section 25-360 – Architectural standard*, City of Leesburg Code of Ordinances.
- B. The units shall be sized as follows:
 - 1. 1 bedroom – 700 square feet
 - 2. 2 bedroom – 800 square feet
 - 3. 3 bedroom – 950 square feet
- C. All buildings shall have a common architectural theme for each phase and the side of buildings which face residential areas or streets (public or private) shall be finished in the same materials as used in the front of buildings.
- D. Exterior building materials contribute significantly to the visual impact of a building on the community. They shall be well designed and integrated into a comprehensive design style for the project including sides and rear of buildings which shall be integrated with the front elevation materials and design.
- E. Mechanical units and roof equipment should be screened from view with parapet or other screening method so that mechanical equipment is not seen from public right-of-way and the adjacent residential property.
- F. Exterior building materials contribute significantly to the visual impact of a building on the community. They shall be well designed and integrated into a comprehensive design style for the project. The total exterior wall area of each building elevation shall be composed of one of the following:
 - 1. At least thirty-five percent (35%) full-width brick or stone (not including window

and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.

2. At least thirty percent (30%) full-width brick or stone, with the balance being stucco and/or a “cementitious” lap siding. (A “cementitious” lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option).
3. All textured stucco, provided there are unique design features such as recessed areas, tile roofs, arched windows etc. in the elevations of the buildings or the buildings are all brick stucco. Unique design features shall be reviewed by the Community Development Director for compliance.
4. Residential multi-family units shall be designed with elevations that are the same or similar to the attached elevations (See **Exhibit D**).
5. The architectural styles and facades shown in **Exhibit D** herein are considered conceptual.
6. Other similar design variations meeting the intent of this section may be approved at the discretion of the Community Development Director.
7. The Permittee shall utilize “Dark Sky” lighting principles when selecting lighting fixtures for all street lighting. Such lighting shall achieve the overall effect of containing and shielding excessive light pollution from adjacent properties. Appropriate designs are shown on **Exhibit E, Dark Sky Lighting (Acceptable Designs)**, attached hereto.

5. **OPEN SPACE, LANDSCAPING & BUFFER REQUIREMENTS**

- A. A minimum of 35% open space shall be provided throughout the development. Open space may consist of buffers, wetlands retention and recreation areas.
- B. All landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances including;
 1. For each one hundred (100) linear feet, or fraction thereof, of boundary, the following plants shall be provided in accordance with the planting standards and requirements of the City of Leesburg Code of Ordinances, as amended.
 - a. Two (2) canopy trees
 - b. Two (2) ornamental trees
 - c. Thirty (30) shrubs
 - d. The remainder of the buffer area shall be landscaped with grass, groundcover, and/or other landscape treatment.
 - e. Existing vegetation in the required buffer shall be protected during construction.
- C. A vegetative landscape buffer area of a minimum of twenty-five (25) feet shall also be constructed and/or maintained in all areas adjacent to residential zoning classifications.

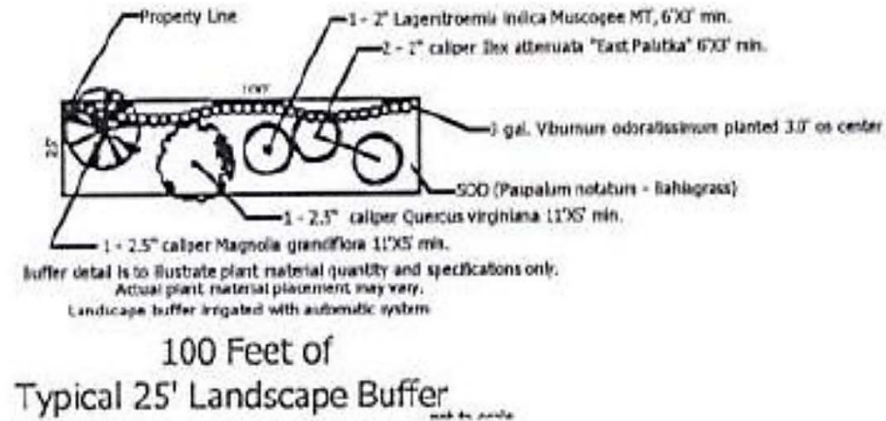
Said vegetative buffer shall consist of existing trees and the required fence. A plan for the buffer shall be submitted to, and approved by, the Planning & Zoning Division during the site plan review process prior to issuance of a building permit.

- D. A buffer along adjacent parcels to the north, east and south consisting of a six (6) foot solid PVC fence shall be used as a visual and security buffer for adjacent residential areas. The fence shall include a continuous decorative cap and end column features where applicable. (See **Exhibit F**)
- E. Variations to the landscape requirements of the code may be approved by the Planning and Zoning Director, as long as the intent of the PUD and the Landscaping Code are maintained including consideration of existing natural vegetative buffers.
- F. All landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances, Section 25-329, and at a minimum shall contain the following plantings as noted in Figures A and B below.

Figure A

Canopy Trees (per 100 l.f.)	2 per 100 linear ft
Tree CAL/Height	2" cal, 12' overall height
Optional Ornamental Trees (per 100 l.f.)	3 per 100 linear ft
Tree CAL/Height	2" cal, 7' overall height
Shrub Screen (per 100 l.f.)	
Square Ft. of Shrubs	(33) 3 gal plants, 18"—24" minimum at installation (depending on species); hedges to be 36"—42" high by thirty-six (36) inches wide hedge or continuous landscape screen with a ninety (90) percent opacity within one (1) year of planting
Container size	3 gal

Figure B



- G. The surveying of trees on the property shall be conducted as follows:
1. All specimen, heritage and historic trees shall be surveyed. Staff will review the tree survey and such trees shall be saved where possible during the site plan review process. This may include amending the site plan to save specimen, heritage and historic trees.
 2. Site areas that are to preserve existing trees do not need to be included in the survey unless the trees are to be used in preservation/replacement requirements.
 3. The tree survey shall be completed by a licensed surveyor.

6. SITE ACCESS AND SIGNAGE

- A. The main vehicular access to the project site shall consist of one access point on Gregory Road, as legally prescribed by Lake County Public Works, and/or FDOT as applicable, and shown on the **Conceptual Development Plan, Exhibit C**, as amended. All access points are conceptual and subject to Lake County review. Actual location and design of all roads shall be determined during the site plan review process and shall include consideration of, and connection to, sidewalks, recreation paths, etc. All other access shall be reviewed for necessity and requirements through Lake County and the City of Leesburg development and permitting processes. Any additional access points shall be subject to site plan application review process.
- B. All access points on Gregory Road shall be designed to allow emergency access vehicles room to maneuver. This entrance shall be reviewed and adjusted by staff as needed at the Site Plan and Construction Plan review.
1. Offsite road improvements on existing roads adjacent to the property may be required based on finalized access locations. Such improvements may include, but are not limited to, left and right turn lanes, right-of-way dedication, and pavement rehabilitation. Any proposed offsite road improvements must be reviewed by Lake County Public Works.
 2. Prior to completion of the subdivision design plans, the developer shall work with the Lake County Department of Public Works to ensure all appropriate required roadway and access improvements for the development are made part of the plans submitted to the City of Leesburg.
 3. The Master Development Plan, and the access points proposed thereon, are considered conceptual until the appropriate engineering and site plan reviews, along with any required upgrades are completed for the project.
- C. One emergency access point shall be required to connect to Colonial Street on the north side of the subject property prior to the first Certificate of Occupancy.
- D. All access points are subject to review and approval by the appropriate permitting agency, including FDOT, Lake-Sumter Metropolitan Planning Organization, Lake County and the City of Leesburg as applicable. The developer shall be responsible for on and offsite improvements required as a result of any access points. The developer

shall be responsible for all on and offsite improvements required as a result of any access points.

- E. The applicant/developer may choose to provide a decorative entry feature to include a concrete, brick or stucco wall at least five (5) feet in height, on each side of the entryway on Gregory Road. This may be used for signage per City of Leesburg Code of Ordinances, as amended.
- F. Alternative designs for the ground enclosure support and bases of a monument sign may be approved by the Planning and Zoning Director or designee, where the architectural style would be in keeping with the intent of these sign regulations.
- G. Roadway interconnectivity shall be provided as shown on the **Conceptual Development Plan, Exhibit C**, as needed, to allow for connection points between this development and future development of adjacent properties.

7. **PARKING**

Parking shall consist of a minimum of 111 spaces as shown on **Exhibit C, Conceptual Development Plan**. Spaces shall be designed and constructed to be consistent with the requirements of Sec. 25-357. - *Parking - Purpose*, City of Leesburg Code of Ordinances, to include handicap spaces and landscape islands.

8. **TRANSPORTATION IMPROVEMENTS**

All transportation improvements shall be contingent upon site plan approval by City of Leesburg staff during development review/permit application. Said approval shall also be contingent upon review and approval by the MPO, Lake County and the Florida Department of Transportation where required.

A. Traffic/Transportation Study

A traffic/transportation study shall be submitted for review and determination of any necessary access improvements, and including any off-site improvements legally required by Lake County, the Lake-Sumter MPO or the City of Leesburg. Said improvements will be the responsibility of the Permittee.

B. Roadway Improvements

Any transportation improvements or rights-of-way that may be required shall be based on projected needs and shall be contingent upon site plan approval by City staff during the development review and permitting process. The plan review process shall include consideration of required sidewalks, recreation paths etc.

C. Internal Circulation

Drives and accesses shall be constructed within the interior of the development such that continuous vehicular access is available among and between all structures within the development.

- D. The Permittee shall provide necessary traffic and/or roadway improvements within and adjacent to the development which are legally required by Lake County, the Lake-Sumter MPO and City of Leesburg.
- E. The Permittee shall be responsible for obtaining all necessary legally required Lake County permits and a copy of all permits shall be provided to the City of Leesburg.
- F. The City of Leesburg shall not be responsible for the construction of any roads or transportation improvements.
- G. All roads within the development shall be constructed to meet the City of Leesburg's standards, ARTICLE VII – TECHNICAL STANDARDS, as amended.
 - 1. Should the Permittee (or designee) desire to dedicate the proposed project's internal road system to the City of Leesburg; the Permittee shall demonstrate to the satisfaction of the City of Leesburg that the road system is in suitable condition and meets all City road design requirements.
 - 2. Should the Permittee (or designee) choose to retain the roadways, the Permittee shall establish an appropriate legal entity that shall accept responsibility to pay the cost and perform all services required to maintain the roads and transportation improvements to City of Leesburg codes and standards, as amended. A Homeowners or Property Owners Association, or other such legal entity will be considered acceptable.

9. UTILITIES

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

- A. A detailed site plan that indicates all the provisions for electric, water, sewer, and/or natural gas in accordance with the City of Leesburg Land Development Codes.
- B. Developer shall bear all responsibility, financial and otherwise, for the construction and installation of all utility infrastructure and other improvements related to the use and development of the property, consistent with the typical pioneering agreement approved on new home projects in the city, including such off-site improvements required by the City and all other appropriate government agencies. All such requirements shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.
- C. The City of Leesburg intends to service the property with water and wastewater services at this time. At the time of connection, all regulations in place at the time of the request shall be required, including but not limited to impact fees, connection and utility service

deposit charges. The cost of supplying water and wastewater lines and other necessary infrastructure such as lift stations to the development shall be the responsibility of the applicant.

10. STORMWATER/DRAINAGE MANAGEMENT

All drainage shall be designed and constructed in a manner to meet all State of Florida and City of Leesburg codes, including the requirement that all stormwater runoff is contained within the boundaries of the properties, and does not create a detriment to surrounding properties. Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

- A. A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.
- B. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.
- C. A responsible legal entity for the maintenance of the stormwater management system on the plat prior to the approval of the final plat of record. A homeowner's or property owners association is an acceptable maintenance entity.
- D. The existing 100-year flood plain on the property shall be shown on all plans.
- E. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and /or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.
- F. A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District shall be provided to the City during the site plan review process.
- G. Should the Permittee desire to dedicate the proposed project's stormwater management system to the City of Leesburg; the City, at its discretion, may accept or not accept the stormwater management system.
 - 1. Prior to acceptance, the Permittee shall demonstrate to the City the stormwater management system is in a suitable condition and meets City of Leesburg and St. Johns River Water Management District requirements.
 - 2. As a condition of accepting the system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project.

11. WETLANDS, FLOOD ZONES & WILDLIFE

- A. All wetlands on the project site shall be identified by a jurisdictional wetland boundary line, and the location and extent of each wetland shall be determined by the Department of Environmental Protection, St. Johns River Water Management District and/or U.S. Army Corp of Engineers. Each wetland shall be placed on a suitable map, signed and sealed by a surveyor registered to practice in Florida and shall be submitted as part of the site plan application process.
- B. To the extent practicable, wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, the St. Johns River Water Management District or another legal entity such as a homeowner's association. The conservation easement shall require that the wetlands be maintained in their natural and unaltered state. Wetlands shall not be included as a part of any platted lot, other than a lot platted as a common area, which shall be dedicated to the St. Johns River Water Management District or another legal entity such as a homeowner's association for ownership and maintenance.
- C. Buildings or structures shall be a minimum of 50 feet from any wetland jurisdiction boundary.
- D. Wetlands shall have an average upland buffer of 25 feet, with a minimum of 15 feet or the upland buffer established by St. Johns River Water Management District and/or U.S. Army Corp of Engineers; whichever is more restrictive. All upland buffers shall be naturally vegetated and upland buffers that are devoid of natural vegetation shall be replanted with native vegetation or as required by St. Johns River Water Management District and/or U.S. Army Corp of Engineers.
- E. Land uses allowed within the upland buffers for wetlands are limited to stormwater facilities as permitted by St. Johns River Water Management District.
- F. If wetland alteration is permitted by St. Johns River Water Management District and/or U.S. Army Corp of Engineers, wetland mitigation shall be required in accordance with permit approvals from St. Johns River Water Management District or U.S. Army Corp of Engineers, whichever is more restrictive.
- G. A wildlife management plan for the project site shall be prepared based on the results of an environmental assessment of the site and any environmental permit required from applicable governmental agencies. The wildlife management plan shall be submitted to the City as part of the site plan application process.
- H. A map indicating the location of the 100-year flood plain.
- I. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and/or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.

- J. Through the Site Plan Review process, the developer shall coordinate with the City of Leesburg, Lake County and all impacted government agencies regarding elevation determinations, compensatory storage and overall design of the subdivision within and near flood hazard boundary areas, to ensure compliance with all regulations.

12. IRRIGATION & WATER USAGE

- A. All landscaped areas shall be irrigated and designed to meet Section 25-327, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.
- B. The use of St. Augustine grass, or other varieties of grass which require significant amounts of water are prohibited. The use of Bahia, Bermuda, Zoysia or other grasses which are more drought tolerant are permitted.

13. RECREATIONAL REQUIREMENTS

- A. Recreational development provided on the site may include active and passive uses, as well as enclosed or unenclosed recreational space, devoted to the joint use of the residents. Such recreational space shall be provided at a rate of 200 square feet per residential unit, and shall consist of not less than 18,400 square feet.
- B. Recreational requirements shall include at least one primary active recreation area. Recreation areas may include such uses as picnic tables, a dog park area or gazebo, or other amenities as reviewed and approved by staff. The primary recreational facility shall be constructed in conjunction with and completed no later than the completion of 50% of the approved maximum number of residential units.
 - 1. The primary required recreational amenities shall consist of the following as shown on **Exhibit C, Conceptual Development Plan**:
 - a. Swimming pool
 - b. Community pool house
 - c. Five (5) foot walking trail
 - d. Picnic pavilion
 - e. Gazebo
- C. Credit for recreational space shall be given for areas dedicated to recreational space, to include items such as a clubhouse with recreation room, swimming pool, outdoor cooking facilities such as grills, play courts, dog parks or other similar uses which will meet the intent of this document. Other similar uses which will meet the intent of this document may be supplied by the developer.
- D. Active recreational activity space shall be calculated at a rate of 1.25 times for activities such as, but not limited to:
 - 1. Trails, basketball, tennis, handball courts, etc.
 - 2. Community swimming pool, including the deck area surrounding such pools.
 - 3. Indoor recreation rooms provided such rooms are permanently maintained for the use of residents for recreational purposes.

4. Other active recreational activities may be used for credit, subject to approval by the City of Leesburg.

14. MAINTENANCE

- A. With the exception of any public utilities, maintenance of all site improvements, including but not limited to roadways, drives, internal sidewalks, landscaping and drainage shall be the responsibility of the property owner. A property owner association or similar agency shall serve as an appropriate entity for all common properties within the development.

15. DEVELOPMENT PHASING & IMPLEMENTATION

- A. The proposed project may be constructed in phases in accordance with the Planned Unit Development Conditions and Conceptual Plan. Changes to the development conditions or conceptual plan, other than those conditions described in these PUD Conditions of Approval, shall be revised in accordance with the Planned Development review process, City of Leesburg Code of Ordinances.
- B. Implementation of the project shall substantially commence one-hundred twenty (120) months after approval of this Planned Development. In the event, the conditions of the PUD have not been substantially implemented during the required time period, the City of Leesburg shall have the option of scheduling the PUD, with due notice to the owner and surrounding property owners, for reconsideration by the Planning Commission at their next available regular meeting. The Planning Commission will consider whether to extend the PUD approval or rezone the property to another appropriate zoning classification.
- C. As part of the overall development process, if the project is constructed in phases, each phase shall contain only portions of the development approved under the Site Plan Review Process, i.e., each phase platted shall match each phase submitted for site plan review.

16. MISCELLANEOUS CONDITIONS

- A. The uses of the proposed project shall only be those uses identified in the approved Planned Unit Development Agreement. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.
- B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.
- C. Construction and operation of the proposed use(s) shall at all times comply with the Planned Unit Development Agreement set forth herein, and with all City and other governmental agencies rules and regulations.

- D. The transfer of ownership or lease of any or all of the property described in Planned Unit Development Agreement shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.
- E. This Planned Unit Development Agreement shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition as set forth herein.

17. LEVELS OF SERVICE

As submitted, the development resulting from the proposed zoning change may result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to water, wastewater, roads, drainage, and solid water. No final development order (site plan and building permits) shall be granted for proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.

A. Utilities

1. Projected Capacities

- a. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.

- B. If the development requires construction of new distribution or collection lines, or other infrastructure needed to develop the subdivision, the developer will be required to construct such facilities to provide service. The developer will bear the cost of design, permitting and construction. Any such facilities must be constructed in a fashion consistent with the City's master plans and to the City standards and specifications.

C. Commitment of Capacity

- 1. There are no previous commitments of any existing or planned excess capacity for this property.

D. Ability to Provide Services

- 1. At this time, the City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.
- 2. Future development within the City of Leesburg utility service areas may impact the provision of utility services.

LEGAL DESCRIPTION
(provided by Applicant)

EXHIBIT B

A PORTION OF PARCEL ID NO. 21-19-24-000400014101

**THE EAST 40 FEET OF THE NORTH 300 FEET OF THE NW 1/4 OF THE SE 1/4 OF SECTION 21,
TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.**

PARCEL ID NO. 21-19-24-000400014100

**THE SOUTH 1020 FEET OF THE E 1/2 OF THE NW 1/4 OF THE SE 1/4 OF SECTION 21, TOWNSHIP
19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.**







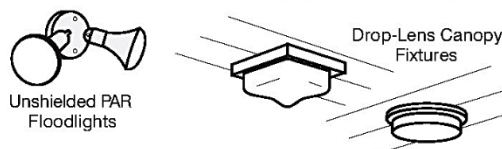
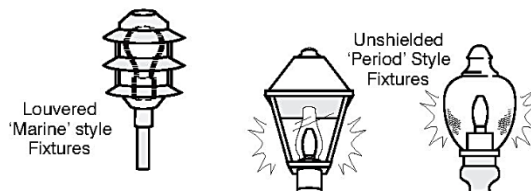
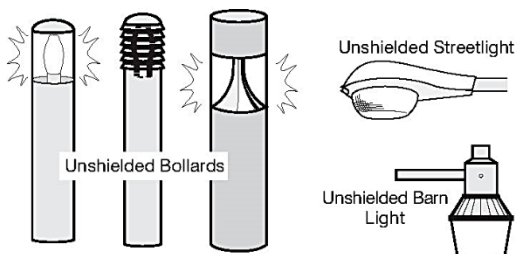
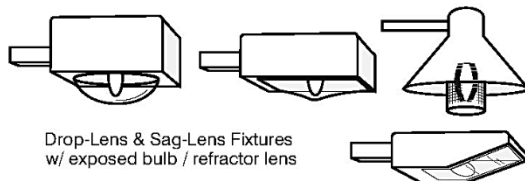
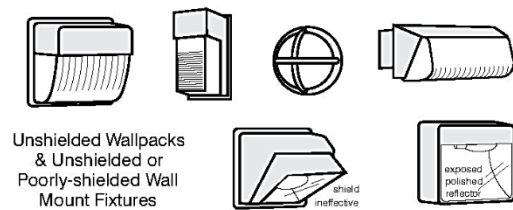
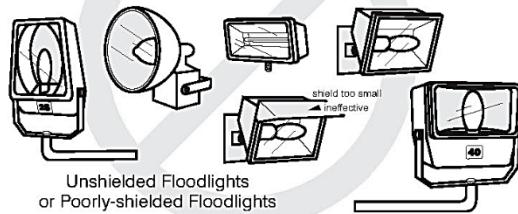
DARK SKY LIGHTING (Acceptable Designs)

EXHIBIT E

Examples of Acceptable / Unacceptable Lighting Fixtures

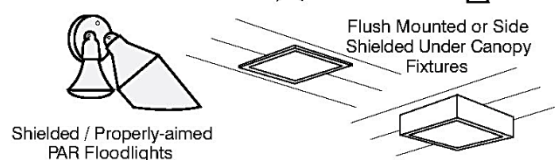
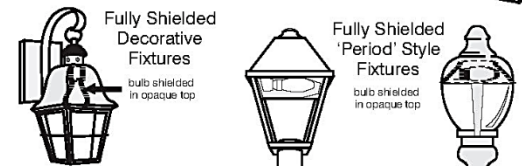
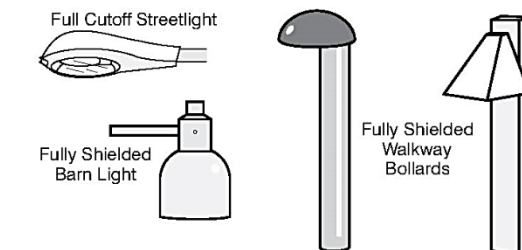
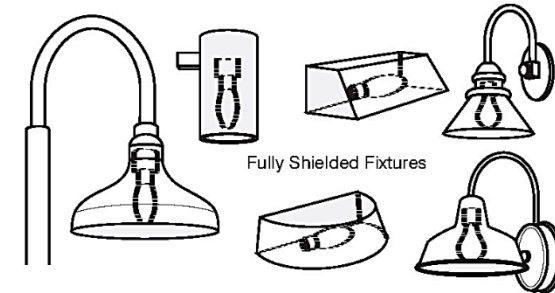
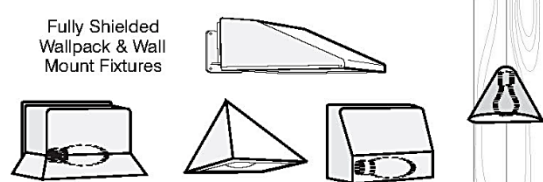
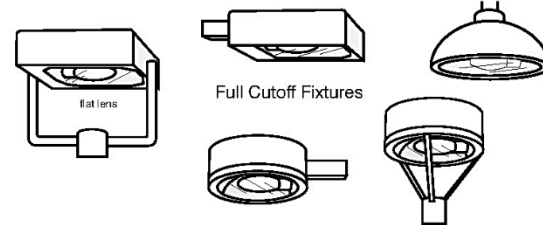
Unacceptable / Discouraged

Fixtures that produce glare and light trespass



Acceptable

Fixtures that shield the light source to minimize glare and light trespass and to facilitate better vision at night



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FENCING EXAMPLES

EXHIBIT F

Vinyl Fence Types



FENCING EXAMPLES

EXHIBIT F, CONTINUED





CITY OF LEESBURG PLANNING & ZONING DIVISION RECOMMENDATIONS

DATE: November 16, 2023
OWNER: The Paces Foundation Inc.
PETITIONER: Stephen Campbell, Clymer Farner Barley, Inc., on behalf of The Paces Foundation Inc.
PROJECT: River Fox Commons
REQUEST: Small Scale Comprehensive Plan Amendment from Lake County Urban High Density to the City of Leesburg Low Density Residential
CASE NO.: SSCP-23-461

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of the request **for the following reason(s):**

1. This project meets the requirements of Chapter 163.3187 Florida Statutes, for Small Scale Comprehensive Plan Amendments.
2. The proposed request for a Small-Scale Comprehensive Plan amendment is compatible with the adjacent future land use designations of Lake County Urban High Density and City of Leesburg Low Density Residential.
3. The proposed request under Case Number PUD-23-462, is compatible with the current surrounding zoning districts of Lake County R-6 (Urban Residential District) and C-1 (Neighborhood Commercial and City of Leesburg R-1 (Low Density Residential).
4. The proposed future land use designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to **approve** staff's recommendation to change the future land use of the subject property from Lake County Urban High Density to the City of Leesburg Low Density Residential and forward this recommendation to the City Commission for consideration.

**CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY**

DATE: November 16, 2023
OWNER: The Paces Foundation Inc.
PETITIONER: Stephen Campbell, Clymer Farner Barley, Inc., on behalf of The Paces Foundation Inc.
PROJECT: River Fox Commons
REQUEST: Small Scale Comprehensive Plan Amendment to Low Density Residential; Zoning to PUD (Small Planned Unit Development)
CASE NO.: ANNX-23-460; SSCP-23-461; PUD-23-462

GENERAL LOCATION: East of Montclair Road and South of Colonial Street.

FUTURE LAND USE DESIGNATION: Vacant Residential

SURROUNDING FUTURE LAND USE DESIGNATION:

North	–	Lake County Urban High Density
South	–	Lake County Urban High Density; City of Leesburg Low Density Residential
East	–	Lake County Urban High Density
West	–	Lake County Urban High Density

PROPOSED FUTURE LAND USE DESIGNATION: Low Density Residential

EXISTING ZONING DESIGNATION: Lake County RP (Residential Professional)

SURROUNDING ZONING DESIGNATIONS:

North	–	Lake County R-6 (Urban Residential District)
South	–	Lake County R-6 (Urban Residential District); City of Leesburg R-1 (Low Density Residential)
East	–	Lake County R-6 (Urban Residential District)
West	–	Lake County R-6 (Urban Residential District); Lake County C-1 (Neighborhood Commercial)

PROPOSED ZONING DESIGNATION: PUD (Small Planned Unit Development)

EXISTING LAND USE: Vacant Institutional

SURROUNDING LAND USE:

North	–	Vacant Commercial; Vacant Residential; Single Family Residential
South	–	Vacant Residential; Residential (Single Family)
East	–	Residential (Single Family)
West	–	Vacant Residential; Single Family Residential; Residential (Manufactured Home)

PROPOSED LAND USE: Residential (Senior Living)

**CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY**

DATE: November 16, 2023
OWNER: The Paces Foundation Inc.
PETITIONER: Stephen Campbell, Clymer Farner Barley, Inc., on behalf of The Paces Foundation Inc.
PROJECT: River Fox Commons
REQUEST: Rezoning from Lake County R-6 (Urban Residential District) to City of Leesburg PUD (Planned Unit Development)
CASE NO.: SSPC-23-461; PUD-23-462

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 11/10/2023.

FIRE

In reference to Case Number SSPC-23-461, PUD-23-462

NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2020 Edition. The subject property referenced in Case Number SSPC-23-461, PUD-23-462 is outside the recommended four-minute response time for initial responding fire apparatus.

4.1 Fire Department Organizational Statement.

4.1.2.1

The fire department shall establish the following objectives for the first-due response zones that are identified by the AHJ:

- (1) Alarm handling time completion in accordance with **4.1.2.3**
- (2) 80 seconds turnout time for fire and special operations response and 60 seconds turnout time for EMS response
- (3)* 240 seconds or less travel time for the arrival of the first engine company at a fire suppression incident
- (4) 360 seconds or less travel time for the arrival of the second company with a minimum staffing of 4 personnel at a fire suppression incident
- (5) For other than high-rise, 480 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (6) For high-rise, 610 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (7) 240 seconds or less travel time for the arrival of a unit with first responder with automatic external defibrillator (AED) or higher-level capability at an emergency medical incident
- (8) 480 seconds or less travel time for the arrival of an advanced life support (ALS) unit at an emergency medical incident, where this service is provided by the fire department provided a first responder with an AED or basic life support (BLS) unit arrived in 240 seconds or less travel time.

– Amanda Stevenson 11/8/2023

ELECTRIC

Electric has no objections. A line extension will be required to feed the complex. Easements will be required. – Steve Davis 10/26/2023

GAS

Natural gas is available and directed per City Ordinance. – Brandon Smith 10/30/2023

GIS

No comments received as of 11/10/2023.

BUILDING

No comments received as of 11/10/2023.

PUBLIC WORKS

Public Works has no issues with this item. – Cliff Kelsey 10/30/2023

ADDRESSING

No comments received as of 11/10/2023.

ECONOMIC DEVELOPMENT

No comments received as of 11/10/2023.

LAKE COUNTY PUBLIC WORKS

Lake County Public Works has the following comments.

The property based on the concept plan will be accessing from Colonial Street which is a county maintained paved road. Permitting for the access from Lake County Public Works will be required.
– Seth Lynch 11/14/2023

LAKE COUNTY SCHOOLS

The 92-unit 55+ apartment project may be subject to school concurrency review. I will need more information on the project to make a determination.
If the applicant/property owner is marketing to 55+ it will be subject to review.
If it is a true age restricted multi-family development and a deed restriction is recorded then school concurrency will not be required.
– Helen LaValley 11/07/2023

PUBLIC RESPONSES

Approval

No comments received as of 11/10/2023.

Disapproval

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL)

No comments received as of 11/10/2023.

PUBLIC COMMENTS (DISAPPROVAL)

Janine Horne, 312 Deborah Avenue:

I recently moved to this address 7-2-2023. The reason I moved here was that I loved the location and that it was a very quiet street, not a lot of traffic and the neighbors have lived here for a very long time.

This was going to be my forever home and was so blessed to be able to purchase it.

So please don't build that multifamily development off of Deborah Ave. the traffic will be awful.

Thank you,
Janine Horne.

Ramona Curry, 2721 Gregory Road

I have a concern about road access to the development as it related to Gregory Road, as Gregory Road is as small county road designed to accommodate a small number of homes and increased traffic flow will certainly create a safety issue, as well as put an undue burden and hardship on the residents currently residing there.

Madeline and James Lipsky, 715 Merridale Avenue

My well is ten feet from my property line which butts up to this property – septic and drain fields must be 100' from my well.
10 ft sound barrier would be nice.

Wildlife habitat ? trees, ect. There are gopher turtles, nesting owls (3 or more) hawks, rabbits, racoon, oposoms, what is being done to ensure these animals homes are not destroyed?

J.R. Spencer, 714 Montclair Road

I do not approve of having the property rezoned to multifamily as I believe it would have a detrimental impact on our community. The increase in population would lead to increased traffic, congestion, & noise pollution, as well as, destroying natural habitats. Additionally, this development would bring a large number of low-income residents which could lead to increased crime. Finally, I am concerned about the impact on property values in the surround areas.

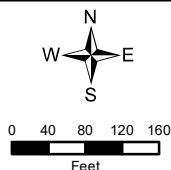
PUBLIC COMMENTS (UNDECIDED)

No comments received as of 11/10/2023.

Aerial



**Planning
& Zoning
Division**



River Fox Commons
ANNX-23-460; SSCP-23-461; PUD-23-462
Deborah Avenue, Leesburg, FL 34784
Alternate Key #: 1173051
October 3, 2023

Surrounding Land Use

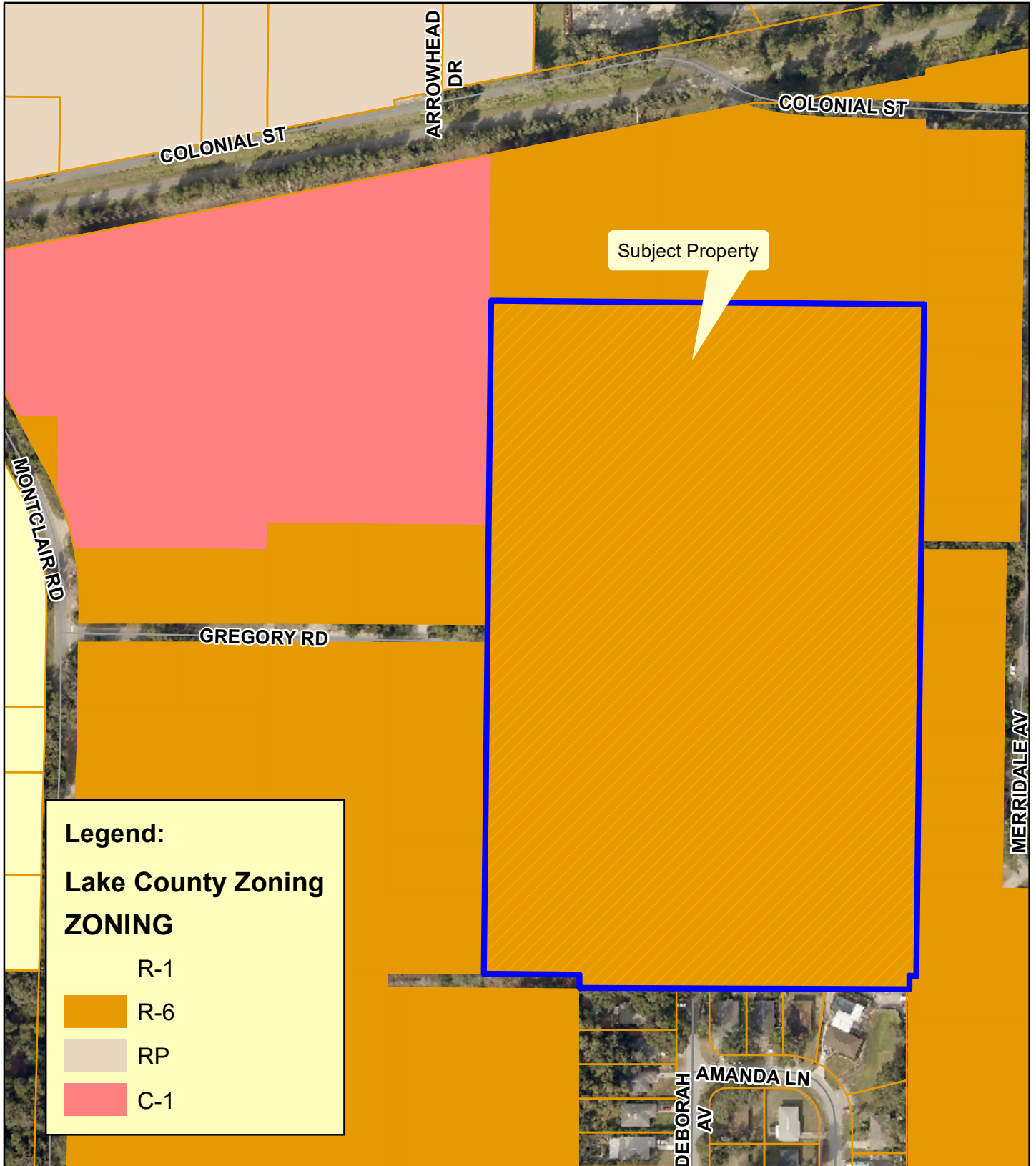


**Planning
& Zoning
Division**



River Fox Commons
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Lake County Zoning



**Planning
& Zoning
Division**



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City of Leesburg Zoning

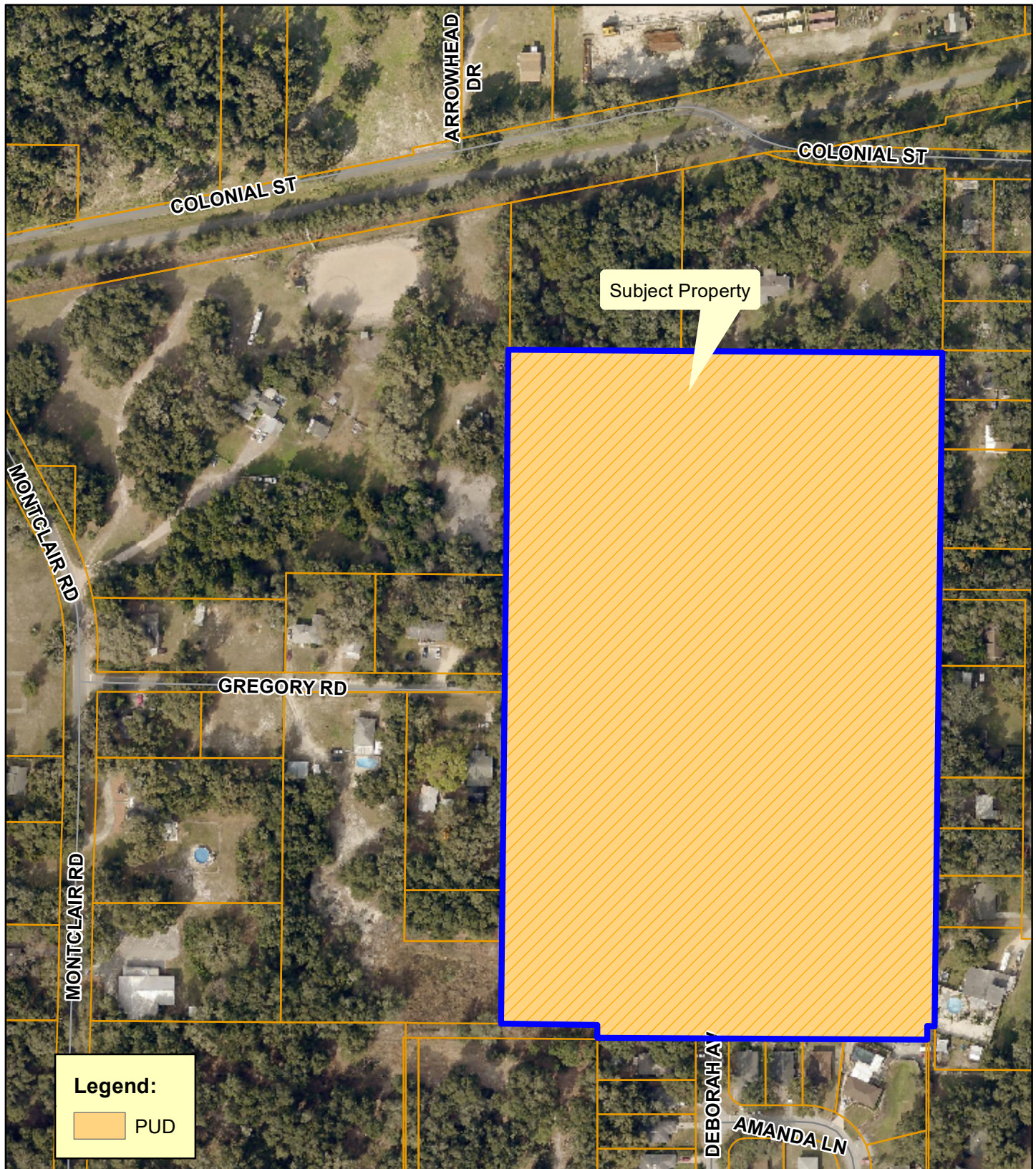


**Planning
& Zoning
Division**

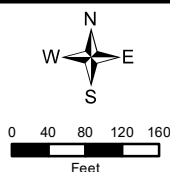


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PROPOSED Zoning

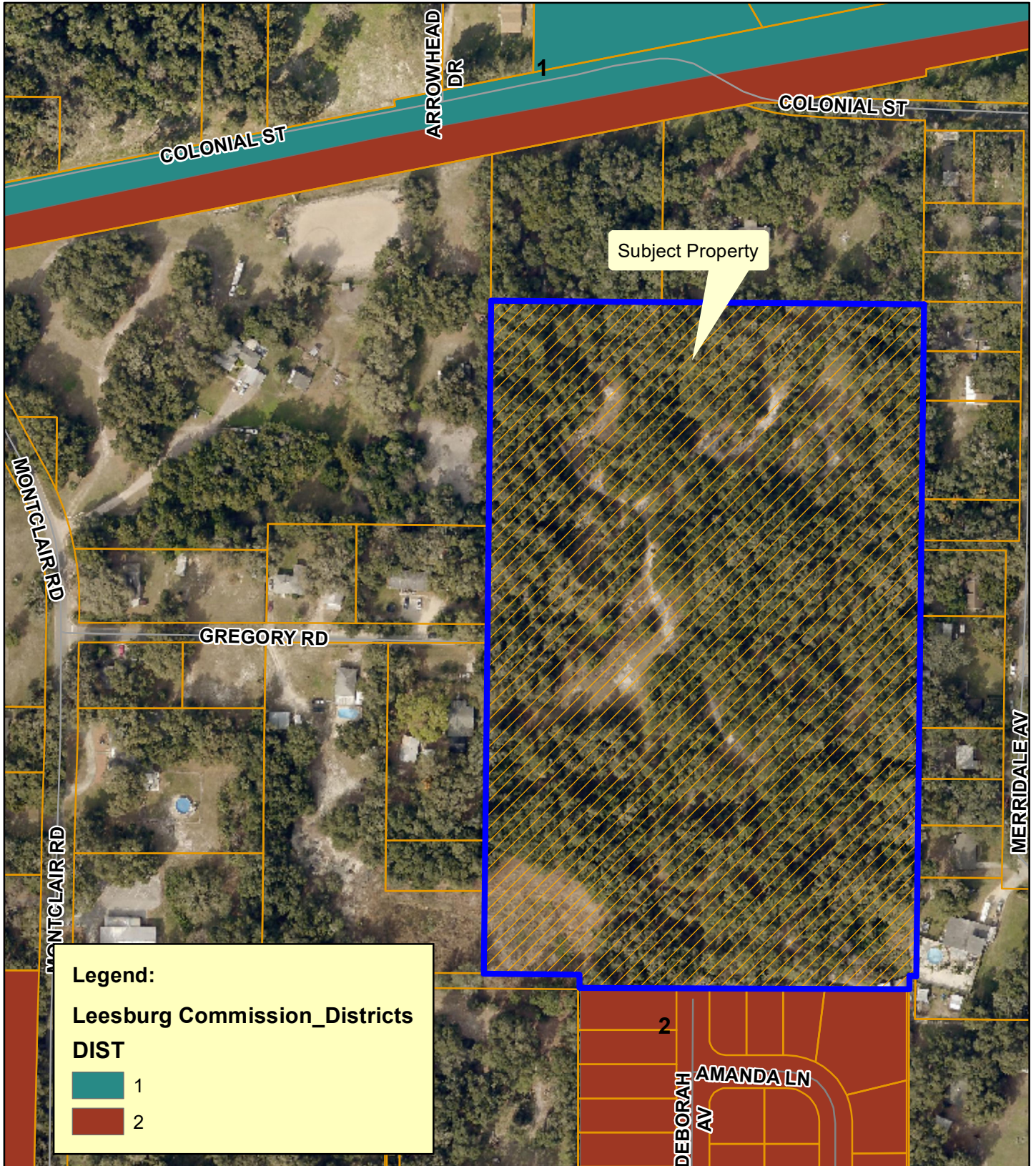


**Planning
& Zoning
Division**



River Fox Commons
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Commission Districts

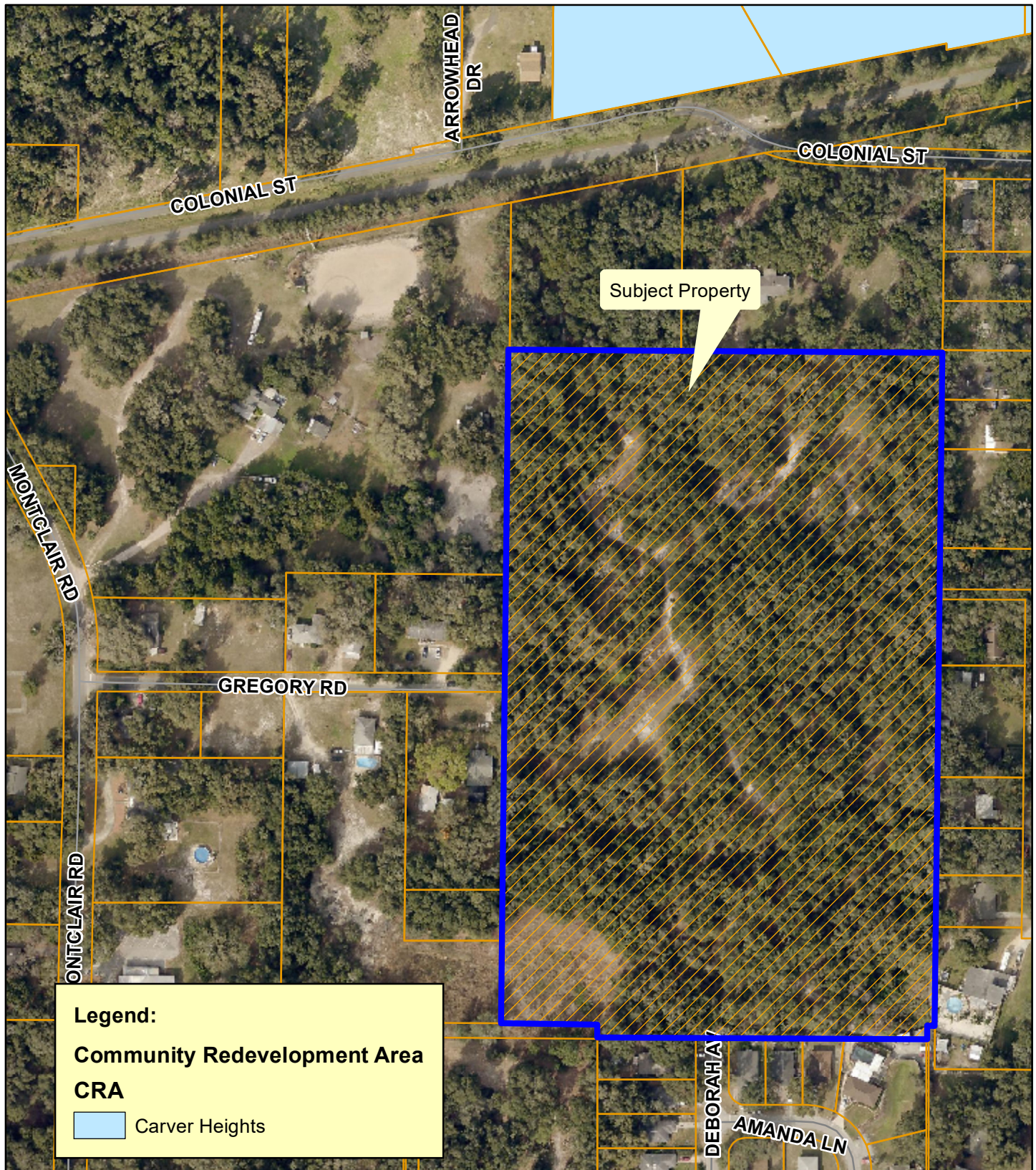


**Planning
& Zoning
Division**



River Fox Commons
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Community Redevelopment Area



**Planning
& Zoning
Division**



River Fox Commons
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