

**AGENDA
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, JUNE 9, 2025 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. Employee Service Award Recognitions:

Five Years: Maia Pegues, Fire

Ten Years: Paul Austin, Finance Director

Fifteen Years: Shawn Archie, Solid Waste Commercial; and Gustavo Escalante, Police

Twenty-Five Years: Stephen Lueallen, Solid Waste

Thirty-Five Years: Christopher Adkins, Electric Distribution; Bobby Boyd, Electric Distribution; and James Gentles, Wastewater Lift Stations

Forty Years: Steve Rockefeller, Police

4. PUBLIC COMMENTS:

This section is reserved for members of the public to bring up matters of concern or opportunities for praise. Please note that issues raised during this time will not be discussed in detail during the current meeting. They will either be referred to the appropriate staff or scheduled for consideration at a future City Commission Meeting. Each speaker is allocated three minutes to provide their comments. Kindly adhere to this time limit to ensure equal opportunity for all participants and to support the efficient conduct of the meeting. Thank you!

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. Regular meeting held May 27, 2025

B. PURCHASING ITEMS:

1. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Services Agreement with Aftermath Disaster Recovery, Inc., TRF Enterprises, Inc., and Southern Disaster Recovery, LLC for emergency disaster debris removal and disposal services; and providing an effective date.
2. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Services Agreement with Rostan Solutions, LLC., and DebrisTech, LLC., for emergency disaster debris monitoring services; and providing an effective date.
3. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute Amendment One to the existing contract with J WALTON MOWING, INC.; and providing an effective date.

C. RESOLUTIONS:

1. Resolution of the City Commission of the City of Leesburg, Florida authorizing the approval to reimburse a portion of the Developer's (Leesburg Development III, LLC) cash payment, regarding the electric service to the development known as Lake Griffin Reserve Subdivision; and providing an effective date.
2. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an agreement between the City of Leesburg and the Florida Department of Transportation (FDOT), regarding execution of the RISA (Roadway Illumination Services Agreement) for the capital costs associated with the purchase and installation of lighting; and providing an effective date.

6. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:

During Public Hearings and Non-Routine Items, the Commission requests that those in attendance respect the process and maintain order. As such, in accordance with Robert's Rules of Order, please refrain from speaking out, cheering, or applauding during these proceedings. Your cooperation helps ensure a fair and respectful hearing.

A. SECOND READING OF ORDINANCES:

- 1. An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 37.48 +/- acres; and being generally located east of Radio Road and north of U.S. Highway 441, lying in Section 01, Township 19 South, Range 25 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 5; and providing an effective date. (Old Mill Subdivision ANNEX)**
- 2. 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 real property consisting of approximately 37.48 +/- acres; and being generally located east of Radio Road and north of U.S. Highway 441, lying in Section 01, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Old Mill Subdivision SSCP)**
- 3. An Ordinance of the City of Leesburg, Florida, changing the zoning of approximately 37.48 +/- acres from Lake County A (Agriculture) and R-6 (Urban Residential District) to City of Leesburg PUD (Planned Unit Development) to allow for 32 townhomes and 110 single-family homes, for a property generally located east of Radio Road and north of U.S. Highway 441, lying in Section 01, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Old Mill Subdivision PUD)**
- 4. An Ordinance of the City of Leesburg, Florida vacating and abandoning a portion of the unimproved right-of-way of Madison Street located in Leesburg, Lake County, Florida, south of U.S. Highway 441 and between Lot 4, Block 46, and Lot 1, Block 47, According to the Revised and Recorrected Plat of Re-Subdivision of Subdivision of Silver Lake Estates, as recorded in Plat Book 10, Pages 66 through 69 of the Public Records of Lake County, Florida; Reserving a utility easement; providing for conditions; providing for severability; and providing for an effective date.**
- 5. An Ordinance of the City of Leesburg, Florida, amending Chapter 10 of the Code of Ordinances, relating to Fire Protection and Prevention, to Create Article III - Open Burning Regulations; Creating Sections 10-50 through 10-52; providing for Regulations and Restrictions on Open Burning; providing for penalties; providing for exemptions; providing for conflicts, severability, codification, and an effective date.**
- 6. An Ordinance of the City of Leesburg, Florida amending Ordinance No.**

24-25 Concerning the Granting of a Non-Exclusive Franchise to Tri-County Sanitation, LLC, and its successors and assigns (“franchisee”); providing for conflict and severability; and providing an effective date.

B. FIRST READING OF ORDINANCES:

- 1. An Ordinance of the City of Leesburg, Florida amending the City’s Code of Ordinances; Chapter 25, Section 25-292 (18) Mobile food vending; providing for conflicts, severability, and an effective date. (Mobile Food Vendor Ordinance Revision)**

C. NON-ROUTINE ITEMS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida, relating to the provision of Fire Protection Services, Facilities and Programs in the City of Leesburg, Florida; Imposing Fire Protection Assessments against assessed property located within the City for the Fiscal Year beginning October 1, 2025; Approving the Rate of Assessment; Approving the Assessment Roll; and providing for an effective date.**

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 MEETING
CITY HALL, 501 W MEADOW STREET
TUESDAY, MAY 27, 2025 5:30 PM**

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting on Tuesday, May 27, 2025, at Leesburg City Hall. Mayor Reisman called the meeting to order at 5:30 p.m. with the following members present:

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

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

INVOCATION

Mayor Reisman 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. 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. Please note that issues raised during this time will not be discussed in detail during the current meeting. They will either be referred to the appropriate staff or scheduled for consideration at a future City Commission Meeting. Each speaker is allocated three minutes to provide their comments. Kindly adhere to this time limit to ensure equal opportunity for all participants and to support the efficient conduct of the meeting. Thank you!

Amanda McLea, President of the Leesburg Center for the Arts, 429 West Magnolia Street, thanked the city and the commission for their continued support of the arts. She had just left a puppet show that fifteen art students had done. They designed it and performed it for their parents. Right now, the art center is completely full of residents and parents of those kids. She thanked the commission again for their continued support. Lakefront TV was there providing coverage of the puppet show, so watch for it because it will be aired on Lakefront TV.

Fred Griffin Jr. of the West Leesburg CDC invited the city commission to the West Leesburg CDC ribbon cutting for their new duplex. It will be held on June 6th. This was one of their babies, and it has been dear to their hearts over the last year. He thanked the city for the funding that had been given to them which provided this opportunity. He was looking forward to their work relationship moving forward. He also received notification today that the George W.H. Bush Foundation acknowledged them for the community service that they do in Leesburg. That was a major plus, knowing he was coming here today. Again, he was looking forward to working with the city, and he hoped to see everyone out at the ribbon cutting. It will be held at 2114 Waitman Avenue on June 6th at 7:00 p.m.

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

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

The roll call vote was:

Commissioner Connell	Yes
Commissioner Burry	Yes
Commissioner Pederson	Yes
Commissioner Berry	Yes
Mayor Reisman	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 May 12, 2025

B. PURCHASING ITEMS:

1. Purchase request for four (4) 2025 Ford Ranger Supercrew 4x2 vehicles in the total amount of \$120,872.00 from Duval Ford, contract holder for the Florida Sheriffs Association light vehicle, contract FSA 24-VEL-32.

2. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Amendment No.3 to an existing contract with Odyssey Manufacturing Company; and providing an effective date.**

ADOPTED RESOLUTION 12,035

3. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Agreement with Forefront Architecture and Engineering, LLC related to the Professional Services - Design Agreement for the Leesburg Gas Department Operations Center; and providing an effective date.**

ADOPTED RESOLUTION 12,036

C. RESOLUTIONS:

1. **Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Seasons at Troon Creek, a subdivision of the City of Leesburg, Florida, being a portion of Section 2, Township 19 South, Range 25 East, Lake County, Florida; and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Season at Troon Creek)**

ADOPTED RESOLUTION 12,037

2. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Electric Service Agreement between the City of Leesburg and Stanley Martin Homes, LLC., regarding electric service to a development known as Silver Lake Pointe Phase 2; and providing an effective date.**

ADOPTED RESOLUTION 12,038

3. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a grant from the Florida Digital Service, Department of Management Services for the Local Government Cybersecurity Grant Program, authorizing the City Manager or his designee to perform the duties of the Executive Sponsor of said grant, and providing an effective date.**

ADOPTED RESOLUTION 12,039

4. **Resolution of the City Commission of the City of Leesburg, Florida, amending the Fiscal Year 2024-25 Budget for the General, Carver Heights CRA, Hwy 441/27 CRA, Debt Service, Capital Projects, Electric, Gas, Water, Wastewater, Gas Tax, Police Forfeiture and Fleet Services Funds**

for the Second Quarter; and providing an effective date.

ADOPTED RESOLUTION 12,040

- 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 Bellaviva at Whispering Hills, LLC, regarding natural gas service to the development known as Whispering Hills-Phase 1I; and providing an effective date.**

ADOPTED RESOLUTION 12,041

6. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:

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A. SECOND READING OF ORDINANCES:

- 1. None**

B. FIRST READING OF ORDINANCES:

- 1. An Ordinance of the City of Leesburg, Florida vacating and abandoning a portion of the unimproved right-of-way of Madison Street located in Leesburg, Lake County, Florida, south of U.S. Highway 441 and between Lot 4, Block 46, and Lot 1, Block 47, According to the Revised and Recorrected Plat of Re-Subdivision of Subdivision of Silver Lake Estates, as recorded in Plat Book 10, Pages 66 through 69 of the Public Records of Lake County, Florida; Reserving a utility easement; providing for conditions; providing for severability; and providing for an effective date.**

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

Mayor Reisman requested comments from the Commission and the audience. There were none. He stated this item would lay over until the June 9th meeting.

- 2. An Ordinance of the City of Leesburg, Florida, amending Chapter 10 of the Code of Ordinances, relating to Fire Protection and Prevention, to Create Article III - Open Burning Regulations; Creating Sections 10-50 through 10-52; providing for Regulations and Restrictions on Open Burning; providing for penalties; providing for exemptions; providing for**

conflicts, severability, codification, and an effective date.

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

Mayor Reisman requested comments from the Commission and the audience. There were none. He stated this item would lay over until the June 9th meeting.

3. An Ordinance of the City of Leesburg, Florida amending Ordinance No. 24-25 Concerning the Granting of a Non-Exclusive Franchise to Tri-County Sanitation, LLC, and its successors and assigns (“franchisee”); providing for conflict and severability; and providing an effective date.

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

Mayor Reisman requested comments from the Commission and the audience. There were none. He stated this item would lay over until the June 9th meeting.

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:

CA Watson had no items to address.

9. CITY MANAGER ITEMS:

CM Minner explained that he sent out an email earlier today about potentially speaking with the county about a Joint Planning Agreement (JPA). The county recently approved a JPA with the City of Groveland. Obviously, it would be a long process, but that is what the June 30th meeting is about. With that, there are some areas of commonality that we could work with the county on. In that email he outlined some key points that would be reasonable grounds to start some discussions with the county about doing a JPA. We would sunset the ISBA while keeping the provisions that we like and deleting the ones that we do not. The provisions that the county does not like now “x” years after doing the ISBA are the non-contiguous annexations. We would propose in the JPA that we keep the ISBA box, which outlines where we grow. We would eliminate the non-contiguous annexations. We would revert to a process that he calls the 163 annexations, and the statute regulates how we annex. He would capitulate

that all the annexations we have done, for the most part, especially in the rural protection area (RPA), have been contiguous annexations, and not non-contiguous, so we actually did not need the ISBA for those. In any case, there are some scenarios that perhaps the county may like to discuss. He had a discussion with Commissioner Parks last week about some different things and that was the catalyst, if you will. Also, Commissioner Morris has talked to him on several occasions since being elected and, barring any feedback from the commission at this juncture, he would go ahead and get that email out to the county manager, and we will go from there. **Commissioner Berry** asked if there would be a liaison between the county and the city. **CM Minner** answered that he would assume the liaison would be himself and/or the planning and zoning director. They would be the lead point for how we talk with the county, but remember this document would be a working document, so it would come before each body for review and input on a number of occasions, so they may choose to add or subtract. At least from a starting point, the bullets that he put in that email would be the city's perspective. Those bullet points are enough to start discussions. Remember this will be a long process that includes a lot of public, commission, and elected officials input and review. **Commissioner Berry** wanted to know if they could do this during a workshop. **CM Minner** responded it would be something they may want to schedule for a specific workshop. However, before we get to the workshop, we have to have the workings of a document before we start adding and subtracting.

Commissioner Pederson said he was going to bring this up during his comments, because he believes this is tied into the JPA. He was going to reference Sean Parks because he presented a funding strategy for roads to the Lake County Commission last Tuesday. He wanted to know if that was brought up during his meeting with him. The purpose of that comment was that he wanted the public to know that the county and this commission do hear them when it comes to the roads and traffic. It is good to know that Sean Parks submitted a funding strategy, which he called the Lake County Roads Funding Strategy. It was submitted to the county commission, and he saw a copy of it today. However, this is a starting point, but basically he said that we need to look at any and all options because we need to raise more money, but he did not know if this was a connection to the JPA. **CM Minner** responded that it was one of the bullet points in the JPA and the county and the cities have talked over the last year about the concept of taking over county roads, especially in areas where the city has annexed or developed on both sides of the road. There is an exception for collectors and a collector road would be CR 48, CR 33, US 441 and CR 44, those types of roads. However, there are probably some roads that we do not even know are county roads, which the city should probably assume. For example, West Main from Canal to US 27 is a county road and years ago we took West Main Street from Canal to Dixie when we started doing different projects. So there are a couple of anomalies like that, but those are probably easy roads. At the end of the day, at least from his perspective, he would recommend that the biggest thing they would want in a JPA is harmony with land development regulations but, politically, we are not going to get there. The dichotomy of our commission, while mixing two other political bodies together, makes land development regulations extremely difficult to do, but that is the root of home rule. However, on the JPA level, that goes along with growth. From the get-go, we said there was a lot of planning and financial things that needed to be talked about. We need to figure out how best to provide police, recreation and streets; those types of services. That JPA could potentially be the vehicle to get us there. However, he outlined a few poison pills in his email that could probably trip up the city commission, at least the majority of them. There is a meeting scheduled, and this is a good time to start. **Commissioner Pederson** said he wanted to express to the public that we are meeting with the county commission sometime in June. **CM Minner** pointed out that there will be a series of meetings, and they are kicking off a charter meeting on June 2nd. The JPA meeting is scheduled for June 30th and a fire services concept meeting will be coming up in July. Those are the three big topics that will be talked about, but he may have the dates mixed up. **Commissioner Pederson** stated he wanted the public to know we were talking about roads and there was a meeting between the Leesburg City Commission and the Lake County Board of County Commission.

Commissioner Berry asked the city manager to explain how the ISBA would sunset. Does that mean all items that have been approved or would be approved as of that date? **CM Minner** replied that sunset means exactly that and the cause of a sunset would be upon review of the Groveland/Lake County JPA. There would be a statement that says the JPA supersedes the ISBA. The JPA would not sunset the ISBA. However, in our case, if we had a clause in the JPA that says one document supersedes the other document, the question would be, why would we have two working documents when one supersedes the other? That would create hostility and confusion down the road. If we were to move into a JPA, the indication from the county commission is that they are not really happy with the ISBA as of late. If we are going to endeavor into this JPA language, we will need to pull back the ISBA. So, how would that sunset? There would be provisions and the ISBA would only sunset if a JPA is approved. Plus, there may be annexations that are already in the planning and zoning director's queue that would need an exception to the no more non-contiguous annexation clause, and those things would have to be negotiated and talked about. All these things have to be vetted.

10. ROLL CALL:

Commissioner Burry had no comment.

Commissioner Connell had no comment.

Commissioner Berry wanted to know if the commission could receive the Comprehensive Annual Financial Report (CAFR) at least two weeks to a month prior to the presentation. She would like to have more time to review it. That way, if there are questions, she could ask the presenter. **CM Minner** replied that it would be difficult with the timeliness of it, and the requirement is to have it approved by the end of March. At that time, the accountants have to go through it and do all their work. The timeline is to have that document wrapped up between September 30th and March 30th. Remember there are still outstanding invoices and accruals that have to be counted before they can make the final numbers. We work really hard to get that document approved by March and that is the hurdle we are up against. We also have to do all the budget reports and the different things throughout the course of the year. **Commissioner Berry** said it would give them longer to review it. That way, if they had any questions, they could ask the presenter versus having to accept what it was.

Commissioner Pederson had nothing to comment on.

Mayor Reisman informed everyone that this Friday is opening night for the Leesburg Lightning at Pat Thomas Stadium. The game starts at 7:00 p.m. He hoped to see everyone out at the game.

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.

With a motion by Commissioner Pederson and a second by Commissioner Berry, the meeting adjourned at 5:48 p.m.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.1.

Meeting Date: June 9, 2025

From: Hosea Goodwyn, Senior Buyer

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Services Agreement with Aftermath Disaster Recovery, Inc., TRF Enterprises, Inc., and Southern Disaster Recovery, LLC for emergency disaster debris removal and disposal services; and providing an effective date.

Staff Recommendation:

Staff recommends award of Request for Proposal (RPF (250802)) to Aftermath Disaster Recovery, Inc., TRF Enterprises, Inc, and Southern Disaster Recovery, LLC and approval of the Resolution authorizing the Services Agreement.

Analysis:

In preparation for the 2025 hurricane season, the City of Leesburg wishes to select multiple vendors to respond after an emergency disaster to remove and dispose of fallen debris within the City limits.

Procurement Analysis:

On March 31, 2025, the Procurement Division issued a Request for Proposal (RFP) 250802. On April 30, 2025, the City received eight proposals from various firms; however, two of these proposals were deemed non-responsive. On May 12, 2025, the Evaluation Committee convened to independently evaluate each firm's proposal based on the criteria outlined in the Request for Proposal (RFP). The committee recommends awarding a contract to the three top-ranked firms listed below. The City will contact these firms in the order presented in response to a disaster.

Rank	Firm Name	Score
1	Aftermath Disaster Recovery, Inc.	94.08
2	TFR Enterprises, Inc.	93.92
3	Southern Disaster Recover, LLC	91.58
4	Ceres Environmental Services, Inc.	88.17
5	DRC Emergency Services, LLC	84
6	Looks Great Services of MS, Inc.	82.50

3-0 unanimous vote.

Options:

1. Approve award of RFP 250802 and approval of the resolution authorizing execution of the agreement with Aftermath Disaster Recovery, Inc., TRF Enterprises, Inc, and Southern Disaster Recovery, LLC; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

There will not be a fiscal impact unless an emergency event occurs. All expenses would then be submitted for possible reimbursement.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
SERVICES AGREEMENT WITH AFTERMATH DISASTER RECOVERY,
INC., TRF ENTERPRISES, INC., AND SOUTHERN DISASTER RECOVERY,
LLC FOR EMERGENCY DISASTER DEBRIS REMOVAL AND DISPOSAL
SERVICES; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with Aftermath Disaster Recovery, Inc., whose address is 1826 Honeysuckle Lane, Prosper, Texas 75075; TFR Enterprises, Inc., whose address is 601 Leander Drive, Leander, Texas 78641; and Southern Disaster Recovery, LLC, whose address is 93 Sonia Drive, Greer, South Carolina 29650, for Emergency Disaster Debris Removal and Disposal Services (RFP250802).

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 9th day of June 2025.

Mayor

ATTEST:

City Clerk

FIXED UNIT PRICE AGREEMENT FOR CONTRACTOR SERVICES

THIS AGREEMENT is made as of the 9th day of June in the year 2025, 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 Aftermath Disaster Recovery, Inc. whose address is 1826 Honeysuckle Lane, Prosper, Texas 75078 (hereinafter referred to as the “CONTRACTOR”).

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

1. **Contract Documents.** The following documents and information are incorporated by reference and made part hereof; and shall comprise the Contract Documents.

- a. This Agreement; and
- b. Request for Proposal (RFP) 250802 Emergency Disaster Debris Removal & Disposal Services in its entirety; and
- c. The CONTRACTOR’s response to RFP 250802 made electronically on April 30, 2025; and
- d. The Supplemental Conditions titled “Required Federal Compliance Regulations” included herein as EXHIBIT ‘A’.

2. **Scope of Services.** The CONTRACTOR shall provide Emergency Debris Removal & Disposal Services to the CITY as listed in Request for Proposal for Bid 250802 as described in EXHIBIT ‘B’. The unit costs of the services shall not exceed those stated in EXHIBIT ‘B’ except where the cost adjustment clause has been exercised following the initial Performance Period. Nothing herein shall limit the CITY’S right to obtain bids or proposals for services from other contractors for same or similar work.

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

4. **Payment.** All invoices shall contain the purchase order number, date and location of services provided quantity of services, CITY pay item number, item description and confirmation of acceptance of the services by the appropriate City representative. Failure to submit invoices in the prescribed manner will delay payment. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. Payment Terms are Net 30 days.

5. **Initial Term of Agreement.** The Initial Term of the Agreement will be through December 31, 2028.

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

7. **Firm Fixed Price Period.** All Pricing will be firm and fixed through December 31, 2028. Following the initial performance period, the CONTRACTOR may request a price adjustment as provided for in the Cost Adjustments section.

8. **Cost Adjustment.** Pricing for any Renewal Terms will be subject to an adjustment only if increases in the industry can be documented. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 5% per year.

The CONTRACTOR is responsible for requesting any Price Adjustment during the Contract renewal process. Any requested price increase shall be fully documented and submitted to the CITY at least sixty (60) days prior to the then current Contract term. Any approved Price Adjustment will become effective when the Contract is extended by written Amendment.

The CITY may, after examination, refuse to accept the requested Price Adjustment if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the CITY does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the CITY, the Agreement will not be renewed.

9. **Termination for Convenience or Cause.**

a. **For Convenience.** The CITY may terminate this Agreement at any time without cause by providing the CONTRACTOR with SEVEN (7) calendar days advance notice in writing, delivery by email is acceptable. In the event of termination for convenience, all finished or unfinished deliverable items prepared by the CONTRACTOR under this Agreement shall, at the option of the CITY, become the CITY's property. If the Agreement is terminated for convenience by the CITY as provided herein, the CONTRACTOR shall be paid for services satisfactorily completed, less payment or compensation previously made. The CONTRACTOR shall not incur any additional expenses after receiving the written notice of termination.

b. **For Cause or Default.** If, through any cause, the CONTRACTOR should fail to fulfill in a timely and proper manner its obligations under this Agreement, other than for the instances listed below due to "Force Majeure," the CITY will have the right to terminate this Agreement by providing a written notice (Show Cause Notice) to the CONTRACTOR requiring a written response due within FIVE (5) calendar days from receipt of the written notice as to why the Agreement should not be terminated for default. The CITY's Show Cause Notice shall include an Agreement termination date at least SEVEN (7) calendar days subsequent to the due date for the CONTRACTOR's response. Should the CONTRACTOR fail to respond to such show cause notice, or if the CITY determines that the reasons provided by the CONTRACTOR for failure of the CONTRACTOR to fulfill its contractual obligations do not justify continuation of the contractual relationship, the Agreement shall be considered to have been terminated for

default on the date indicated in the Show Cause Notice. Should the CITY determine that the CONTRACTOR provided adequate justification that a termination for default is not appropriate under the circumstances; the CITY shall have a unilateral option to either continue the Agreement according to the original contract provisions or to terminate the contract for convenience. In the event that the CITY terminates the contract for default, all finished or unfinished deliverable items under this contract prepared by the CONTRACTOR shall, at the option of the CITY, become CITY property, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding this compensation, the CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of this Agreement, and the CITY may withhold any payment due the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the CITY from such breach can be determined.

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

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

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

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

Upon receipt of a termination action, for convenience or cause, the CONTRACTOR shall promptly discontinue all affected work (unless the notice directs otherwise) and deliver or otherwise make available to the City all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the CONTRACTOR in performing this contract, whether completed or in process.

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

11. **Insurance Requirements.**

a. Scope of Insurance - The CONTRACTOR shall procure and maintain at its own expense, the following minimum insurance coverage, unless otherwise specified in the Contract Documents.

- i All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least A: VII.
- ii The CONTRACTOR shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractors work.
- iii 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.
- iv The required insurance shall not limit the liability of the CONTRACTOR. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the CONTRACTOR's interests or liabilities, but are merely required minimums.
- iv The provisions of the required insurance are subject to the approval of the City's Risk Manager, and upon request, the CONTRACTOR shall make available certified copies of the various policies for inspection.
- v All liability insurance, except professional liability, shall be written on an occurrence basis.
- vi The CONTRACTOR waives its right of recovery against the CITY to the extent permitted by its insurance policies.
- vii Insurance required of the CONTRACTOR, or any other insurance of the CONTRACTOR shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims which arise out of the agreement, Contract or lease.

b. Certificate of Insurance - The CONTRACTOR shall provide evidence of required minimum insurance by providing the CITY an ACORD or other Certificate of Insurance in forms acceptable to the Risk Manager for the CITY, before any work under the agreement, Contract or lease begins.

- i Except for workers' compensation and professional liability, the CONTRACTOR's insurance policies shall be endorsed to name the City of Leesburg as additional insured to the extent of the agreement, Contract or lease.

- ii The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows: **City of Leesburg, Attn: Purchasing Manager, P.O. Box 490630, Leesburg, Florida 34749-0630.**
- iii The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
- iv The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.
- v The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.
- vi The CONTRACTOR, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the CONTRACTOR's liability coverage(s).

c. Comprehensive General Liability - The CONTRACTOR shall purchase and maintain Commercial General Liability coverage on forms no more restrictive than the latest editions of the Commercial General Liability policies of the Insurance Services Office (ISO). The Commercial General Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for bodily and personal injury and property damage liability for premises, operations, products and completed operations*, independent Contractors, Contractual liability covering the agreement, Contract or lease, broad form property damage coverage, and property damage resulting from explosion, collapse or underground exposures (x, c, u).

- i. For remodeling and construction projects, the CONTRACTOR shall purchase and maintain products and completed operations coverage for a minimum of three (3) years beyond the CITY's acceptance of the project.

d. Business Automobile Liability - The CONTRACTOR shall purchase and maintain Business Automobile Liability coverage on forms no more restrictive than the latest editions of the Business Automobile Liability policies of the Insurance Services Office (ISO). The Business Automobile Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for claims for bodily injury and property damage arising from the use of motor vehicles, including on-site and off-site operations, and owned, non-owned and hired vehicles, and employee non-ownership use.

e. Workers' Compensation - The CONTRACTOR shall purchase and maintain Workers' Compensation insurance for all workers' compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee with \$500,000 policy limit for disease.

12. **Waiver of Lien.** The CONTRACTOR agrees to make payment of all proper charges for labor and materials supplied and CONTRACTOR shall hold harmless the CITY

against any claim arising out of any unpaid bills for labor, services, or materials furnished for the project covered by this Agreement.

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

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

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

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

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

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

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.

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

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

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

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

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

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

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

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

21. **Independent Contractor.** The CONTRACTOR agrees that he or she is an independent contractor and not an agent, joint venture, or employee of the CITY, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits provided by the CITY to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the

CITY to the CONTRACTOR. CONTRACTOR will be responsible for paying his own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. The CONTRACTOR shall be solely and primarily responsible for his and her acts during the performance of this Agreement.

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

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

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

25. **Contact Person.** The primary contact person under this Agreement for each party is listed here. Contact person and information may be updated as needed by written, electronic mail is acceptable, communication to the other party. Notifying party shall receive confirmation the other party has received the change to the Contact Person.

CONTRACTOR Contact Information

Name/Title: Adam Gonzalez, Director of Business Operations

Address: 1826 Honeysuckle Lane

City, State & Zip: Prosper, TX 75078

Telephone: 972-984-8969

Email Address: adam@aftermathdisaster.com

CITY Contact Information

Name/Title: Neil Gaines, Deputy Director of Public Works

Telephone: 352-728-9786. Mobile: 352-571-0989.

Email Address: Neil.Gaines@leesburgflorida.gov

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

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

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

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

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

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

30. **Employment Eligibility.** Effective 12:01 AM EST January 1, 2021, the CONTRACTOR becomes 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.

31. **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.

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

33. **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.]

EXHIBIT 'A'
REQUIRED FEDERAL COMPLIANCE REGULATIONS
FOR EMERGENCY RELIEF PROGRAM
DEBRIS REMOVAL/MONITORING AGREEMENTS

Federal regulations apply to all City of Leesburg contracts using Federal funds as a source for the solicitation of goods and services. Respondents shall not take exception to any part of these regulations. Doing so shall result in rejection of their response. Contract awardees must comply with the following Federal requirements:

1. ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL

The Contractor shall allow access by the grantee, sub grantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.

2. AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

The Contractor shall ensure compliance with all requirements imposed by ADA, and regulations of the federal government issued there under.

3. CLEAN AIR AND WATER ACTS

The Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1386), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and sub grants of amounts in excess of \$100,000).

4. CONTRACT WORK HOURS AND SAFETY STANDARDS

The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and sub grantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).

5. CONVICT LABOR

Ensure compliance with the Convict Labor prohibition in 23 U.S.C. 114 whereby Convict Labor cannot be used in Emergency Relief Programs subject to FHWA funding.

6. COPELAND ANTI-KICKBACK ACT

The Contractor shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and sub grants for construction or repair).

7. COPYRIGHTS

The Grantee is free to copyright original work developed in the course of or under the agreement. FEMA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes. Publication resulting from work performed under this agreement shall include an acknowledgement of FEMA financial support, by grant number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA views.

8. DISADVANTAGED BUSINESS ENTERPRISES (DBE) CONTRACTORS

The contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 C.F.R., Part 23, as amended, have the maximum opportunity to participate in the performance of contracts and this agreement. In this regard, contractor shall take all necessary and reasonable steps in accordance with 49 C.F.R., Part 23, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. The contractor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of federal assisted contracts.

9. ENERGY POLICY AND CONSERVATION ACT

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

10. EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall ensure compliance with all requirements of Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60) and orders of the U.S. Secretary of Labor and imposed pursuant to 23 U.S.C. 140.

11. SUSPENDED AND DEBARRED CONTRACTORS

FHWA and FEMA prohibit contracts with debarred contractors. Recipients of Federal funds are prohibited from doing business with contractors who have been suspended or debarred. Contractors debarred, suspended, or proposed for debarment are excluded from receiving contracts, and agencies shall not solicit offers from, award contracts to, or consent to subcontracts with these contractors. Contractor awardees shall ensure they solicit offers from, award contracts to, and consent to subcontracts with responsible contractors only.

12. REPORTING

Reports Submission: Per 44 CFR 13.50, when the appropriate grant award performance period expires, the Grantee shall submit the following documents within 90 days: (1) Financial performance or Progress Report; (2) Financial Status Report (SF 269) or Outlay Report and Request for Reimbursement for Construction Programs (SF-271) (as applicable); (3) Final request for payment (SF-270) (if applicable); (4) Invention disclosure (if applicable); and (5) Federally-owned property report.

Reports Acceptance: FEMA shall review the Grantee reports, perform the necessary financial reconciliation, negotiate necessary adjustments between the Grantee's and FEMA's records, and close out the grant in writing.

13. RETENTION OF ALL RECORDS

The Contractor is required to retain all records for seven (7) years after grantees or sub grantees make final payments and all other pending matters are closed.

[END OF EXHIBIT 'A']



ITEMIZED BID FORM 1
RFP 250802
EMERGENCY DISASTER DEBRIS REMOVAL & DISPOSAL

Bidder to complete this form and attach to Proposal Bid Form.

Base Bid					
Item #	Description	Estimated Quantities	UOM	Unit Price	Extended Price
1	Eligible Right-of-Way (ROW) Vegetative Debris Removal - Work consists of the collection and transportation of eligible vegetative debris on the ROW to a City approved DMS location. - Mileage Radius of 0 - 15 Miles	80,000	CY	\$6.90	\$552,000.00
2	Eligible ROW C&D Debris Removal - Work consists of the collection and transportation of eligible C&D debris on the ROW to a City designated DMS site. - Mileage Radius of 0 - 15 Miles	10,000	CY	\$6.90	\$69,000.00
3	DMS Management and Reduction Through Grinding - Work consists of management and operation of DMS locations for the reduction of eligible disaster related debris through grinding.	80,000	CY	\$3.95	\$316,000.00
4	Haul-Out of Reduced Eligible Debris to a City Approved Final Disposal Site - Work consists of loading and transporting reduced eligible disaster related debris at a City approved DMS location to a City Approved final disposal site.	25,000 CY Mile Radius 0-20 Miles	CY	\$6.90	\$172,500.00
		25,000 CY Mile Radius 20-40 Miles	CY	\$7.90	
5	Removal of Eligible Hazardous Leaning Trees and Eligible Hanging Limbs - Work consists of removing Eligible hazardous leaning trees or hanging limbs and placing them on the safest possible location on the City ROW for collection.	200	6" to 12.99" Diameter Leaning Tree	\$95.00	\$19,000.00
		150	13" to 24.99" Diameter Leaning Tree	\$175.00	\$26,250.00
		50	25" to 36.99" Diameter Leaning Tree	\$315.00	\$15,750.00
		20	37" to 48.99" Diameter Leaning Tree	\$315.00	\$6,300.00
		10	49" or Larger Diameter Leaning Tree	\$315.00	\$3,150.00
		1,000	(Per Tree) Removal Hanging Limbs	\$80.00	\$80,000.00
6	Removal of Eligible Hazardous Stumps - Work consists of removing Eligible hazardous stumps and transporting resulting debris on the ROW to a City approved DMS location. Stumps will only be removed at direction of City.	10	24.1" to 36.99" Diameter	\$275.00	\$2,750.00
		5	37" to 48.99" Diameter	\$275.00	\$1,375.00
		5	49" or Larger Diameter	\$400.00	\$2,000.00
7	Eligible Household Hazardous Waste Removal, Transport and Disposal - Work consists of the removal, transportation and proper disposal of Eligible Household Hazardous Waste (HHW) at a permitted Hazardous Waste TSDF. - Liquid Type Hazardous Material	50	Gallons	\$64.00	\$3,200.00
8	Eligible Household Hazardous Waste Removal, Transport and Disposal - Work consists of the removal, transportation and proper disposal of Eligible Household Hazardous Waste (HHW) at a permitted Hazardous Waste TSDF. - Solid Type Hazardous Material	50	LBS	\$16.00	\$800.00
9	Eligible ROW White Goods Debris Removal (Collect & Haul) - Work consists of the removal of Eligible white goods from the ROW to a designated City approved DMS location. The Contractor shall also be responsible for the transportation of Eligible white goods from the designated City approved DMS location to a City designated facility for recycling.	50	Per Unit (Refrigerators & Freezers requiring refrigerant recovery)	\$95.00	\$4,750.00
		50	Per Unit (Washers, Dryers, Stoves, Ovens, AC Units, Hot Water Heaters, etc.)	\$50.00	\$2,500.00
10	Eligible Dead Animal Carcasses - Work consists of the recovery and disposal of dead animal carcasses	10	LBS	\$8.00	\$80.00
Grand Total Bid Amount (To Be Entered On The Proposal Bid Form)					\$1,277,405.00



ITEMIZED BID FORM 2
RFP-250802
EMERGENCY DISASTER DEBRIS REMOVAL
& DISPOSAL

Bidder to complete this form and attach to Proposal Bid Form.

If the City requests additional services they will be billed at the rates below.

These costs will not be a factor in the evaluation of cost of this RFP.

Please fill in both the hourly rate and daily rate if applicable.

If "No Bid", Please write in "No Bid".

Item #	Description	Hourly Rate	Day Rate
Equipment Type With Operator (*Includes Fuel and Maintenance Costs)			
1	15-24 Cubic Yard Dump Truck	\$70.00	\$700.00
2	17 Cubic Yard Clam Truck	\$175.00	\$1,750.00
3	20 Cubic Yard Clam Truck	\$175.00	\$1,750.00
4	25-34 Cubic Yard Dump Truck	\$70.00	\$700.00
5	30 Ton or Larger Crane	\$80.00	\$800.00
6	35-44 Cubic Yard Dump Truck	\$70.00	\$700.00
7	45-54 Cubic Yard Dump Truck	\$80.00	\$800.00
8	50' Bucket Truck	\$200.00	\$2,000.00
9	5-14 Cubic Yard Dump Truck	\$70.00	\$700.00
10	55-64 Cubic Yard Dump Truck	\$110.00	\$1,100.00
11	65-74 Cubic Yard Dump Truck	\$110.00	\$1,100.00
12	75+ Cubic Yard Dump Truck	\$170.00	\$1,700.00
13	Bobcat Loader	\$105.00	\$1,050.00
14	D-6 Dozers or Equivalent	\$135.00	\$1,350.00
15	Diamond Z or Equivalent Tub Grinder	\$500.00	\$5,000.00
16	Equipment Transports	\$115.00	\$1,150.00
17	John Deere 544 Loader or Equivalent	\$70.00	\$700.00
18	Motor Grader	\$70.00	\$700.00
19	Rubber Tire Backhoe	\$85.00	\$850.00
20	Service Trucks	\$50.00	\$500.00
21	Stump Grinder	\$250.00	\$2,500.00
22	Track-Hoes-John Deere 690 or Equivalent	\$170.00	\$1,700.00
23	Tractor with Box Blade	\$95.00	\$950.00
24	Water Truck (2,000 Gallon)	\$95.00	\$950.00
25	Wheel-Loader 644 or Equivalent	\$140.00	\$1,400.00
Personnel and/or Equipment Type			
26	1" Diaphragm Pump	\$20.00	\$200.00
27	1" Suction or Discharge Hose	\$10.00	\$100.00
28	12 Ton Lowboy	\$115.00	\$1,150.00
29	12' Work Boat with Motor	\$225.00	\$2,250.00
30	12' Work Boat without Motor	\$200.00	\$2,000.00
31	185 CFM Compressor	n/a	\$365.00
32	2" Chemical Suction or Discharge Hose	\$10.00	\$100.00
33	2" Diaphragme Pump	\$20.00	\$200.00
34	2" Diaphragme Pump S.S.	\$10.00	\$100.00
35	2" Suction or Discharge Hose	\$10.00	\$100.00
36	20' Response Trailer	\$90.00	\$900.00
37	3" Chemical Suction or Discharge Hose	\$10.00	\$100.00
38	3" Diaphragm Pump	\$20.00	\$200.00
39	3" Suction or Discharge Hose	\$10.00	\$100.00
40	3"X12' Absorbent Boom – Universal	each	\$20.00
41	30 Gallon Over-pack	\$10.00	\$100.00
42	36' Response Trailer	\$110.00	\$1,100.00
43	4 mil 20X100 Polyethylene	each	\$100.00
44	4000-5000 Watt Generator	\$20.00	\$200.00
45	5"X1 0' Absorbent Boom- Petroleum	each	\$45.00
46	50 Ton Lowboy	\$115.00	\$1,150.00
47	55 – Gallon Drum Liners, 10 mil	each	\$25.00



ITEMIZED BID FORM 2
RFP-250802
EMERGENCY DISASTER DEBRIS REMOVAL
& DISPOSAL

Bidder to complete this form and attach to Proposal Bid Form.

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Please fill in both the hourly rate and daily rate if applicable.
If "No Bid", Please write in "No Bid".

Item #	Description	Hourly Rate	Day Rate
48	55 – Gallon Drums	each	\$100.00
49	6 mil 20X100 Polyethylene	each	\$130.00
50	6 mil Bags	each	\$5.50
51	8”X1 0’ Absorbent Boom – Petroleum	each	
52	95 Gallon Poly Over-pack	\$31.00	\$310.00
53	Absorbent Pads Bundle – Petroleum	each	\$115.00
54	Absorbent Pads Bundle – Universal	each	\$115.00
55	Acid Suit	\$10.00	\$100.00
56	Administrative Assistant	\$35.00	\$350.00
57	Air Blower	\$6.00	\$60.00
58	Air Filtration Panel	\$2.00	\$20.00
59	Air-hose Section	\$4.00	\$40.00
60	Airless Spray	\$20.00	\$200.00
61	Airline Respirator (includes 150’ of Airline)	\$8.00	\$80.00
62	Asbestos Abatement Supervisor	\$65.00	\$650.00
63	Asbestos Abatement Worker	\$55.00	\$550.00
64	Asbestos Inspector	\$60.00	\$600.00
65	Backhoe	\$90.00	\$900.00
66	Backhoe Extend-a-hoe	\$130.00	\$1,300.00
67	Barrel Cart	\$15.00	\$150.00
68	Boot Covers	each	\$1.50
69	Box Truck	\$95.00	\$950.00
70	Bulldozer D4or Equivalent	\$125.00	\$1,250.00
71	Cascade Air System Per Employee	\$20.00	\$200.00
72	Caution/Hazard Tape	each	\$10.00
73	Chemist	\$70.00	\$700.00
74	Circular Saw	\$5.00	\$50.00
75	Clerical	\$40.00	\$400.00
76	Climber with Gear	\$95.00	\$950.00
77	Combustible Gas Indicator	\$18.00	\$180.00
78	Cotton or Latex Gloves	each	\$1.00
79	Cutting Torch	\$15.00	\$150.00
80	Detector Tubes	each	\$170.00
81	DOT Hazardous Waste Labels	each	\$70.00
82	Drill with Bits	\$5.00	\$50.00
83	Duct Tape	each	\$20.00
84	Dump Truck	\$70.00	\$700.00
85	Electrical Cord Section (50’)	each	\$50.00
86	Equipment Operator	\$55.00	\$550.00
87	Extension Ladders	\$6.00	\$60.00
88	Fiber Drums	\$9.00	\$90.00
89	Field Hazardous Material Manager	\$50.00	\$500.00
90	Field Hazardous Material Technician	\$50.00	\$500.00
91	Field Project Foreman	\$90.00	\$900.00
92	Field Project Supervisor	\$90.00	\$900.00
93	Fire Extinguisher	\$6.00	\$60.00
94	First Aid Station	N/A	\$2,000.00
95	Flatbed Trailer	\$80.00	\$800.00
96	Foreman with Truck	\$105.00	\$105.00
97	Grounding Cable and Rod	\$7.00	\$70.00



ITEMIZED BID FORM 2
RFP-250802
EMERGENCY DISASTER DEBRIS REMOVAL
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Item #	Description	Hourly Rate	Day Rate
98	Hand Auger, Stainless Steel	\$9.00	\$90.00
99	Hand Operated Transfer Pump	\$6.00	\$60.00
100	Hand Tools Per Employee (Shovels, brooms, etc.)	\$6.00	\$60.00
101	Handheld Radios	\$4.00	\$40.00
102	Hazardous Material Containment Area Foreman	\$90.00	\$900.00
103	Hazardous Material Containment Area Manager	\$90.00	\$900.00
104	Hazardous Material Containment Area Supervisor	\$90.00	\$900.00
105	Hazardous Material Containment Area Technician	\$90.00	\$900.00
106	Hazcat Kit	N/A	\$1,500.00
107	Health and Safety Specialist	\$80.00	\$800.00
108	Hearing Protection	each	\$20.00
109	HEPA Vac	\$8.00	\$80.00
110	High Hazard Personnel Decontamination	N/A	\$1,500.00
111	Inspector with Vehicle	\$90.00	\$900.00
112	Kappler Tape	\$5.00	\$50.00
113	Laborer	\$55.00	\$550.00
114	Leather Work Gloves	each	\$42.00
115	Level A Suit – Kappler Responder or Equal	each	\$1,100.00
116	Level B Suite- Kappler Responder or Equal	each	\$1,100.00
117	Low Hazard Personnel Decontamination	each	\$100.00
118	Mechanized Broom	\$65.00	\$650.00
119	Nitrile Gloves	each	\$1.00
120	Noeprene Gloves	each	\$18.00
121	Office Trailer	\$100.00	\$1,000.00
122	Oil Dry	each	\$55.00
123	Oil Dry Spreader	\$3.00	\$30.00
124	Operator with Chainsaw	\$55.00	\$550.00
125	Passenger Car	\$25.00	\$250.00
126	Peat Moss	each	\$28.00
127	Personal Protective Equipment/Level A Employee	N/A	\$1,000.00
128	Personal Protective Equipment/Level B Employee	N/A	\$1,000.00
129	Personal Protective Equipment/Level C Employee	N/A	\$500.00
130	Personnel Retrieval Harness	\$4.00	\$40.00
131	Personnel Retrieval System	\$80.00	\$800.00
132	Ph Paper	\$10.00	N/A
133	Photographic Equipment	\$3.00	\$30.00
134	Photoionization Detector	N/A	\$100.00
135	Pickup Truck	\$25.00	\$250.00
136	Pickup Truck, 1 Ton	\$25.00	\$250.00
137	Pickup Truck, 4X4	\$25.00	\$250.00
138	Pickup Truck, Extended Cab	\$30.00	\$300.00
139	Port a John	N/A	\$50.00
140	Portable Eyewash Station	N/A	\$65.00
141	Portable Light Stand	\$80.00	\$800.00
142	Pressure Washer	\$20.00	\$200.00
143	Project Coordinator	\$80.00	\$800.00
144	Project Engineer	\$80.00	\$800.00
145	Project Geologist	\$80.00	\$800.00
146	Proshield	each	\$150.00
147	PVC Boots (Hazmat)	each	\$50.00



ITEMIZED BID FORM 2
RFP-250802
EMERGENCY DISASTER DEBRIS REMOVAL
& DISPOSAL

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Item #	Description	Hourly Rate	Day Rate
148	PVC Gloves	each	\$20.00
149	Rain Suit	\$30.00	\$0.00
150	Regulatory Manager	\$60.00	\$600.00
151	Respirator Airline, 50' Section	\$60.00	\$600.00
152	Respirator Cartridges	each	\$45.00
153	Respirator Wipes	each	\$20.00
154	Safety Superintendent	\$90.00	\$900.00
155	Saranex	each	\$100.00
156	SCBA Bottle Refill	each	\$50.00
157	Silvershield Gloves	each	\$20.00
158	Skid Steer	\$95.00	\$950.00
159	Small Compressor	\$35.00	\$350.00
160	Soda Ash Bag	each	\$60.00
161	Spike Bar	each	\$105.00
162	Spill Classifier	each	\$80.00
163	Step Ladders	\$4.00	\$40.00
164	Superintendent with Truck	\$105.00	\$1,050.00
165	Survey Personnel with Vehicle	\$100.00	\$1,000.00
166	Tool Kit (Hammers, Pliers, Screwdrivers, etc.)	\$50.00	N/A
167	Toxic Gas Detector	\$30.00	\$300.00
168	Track-hoe 490 or Equivalent	\$170.00	\$1,700.00
169	Traffic Control Personnel	\$50.00	\$500.00
170	Traffic Control Vest, Cones, Flags, Barrels, etc.	\$80.00	\$800.00
171	Truck Driver	\$60.00	\$600.00
172	Tyvek	each	\$30.00
173	Vacuum Truck, 3,500 Gallon	\$250.00	\$2,500.00
174	Vermiculite	each	\$30.00
175	Water hose Section (Garden)	each	\$50.00
176	Wheelbarrow	\$15.00	\$100.00
177	Wire Welder	\$50.00	\$500.00
178	Wrench Kit (Bung wrench, speed wrench, etc.)	each	\$80.00

FIXED UNIT PRICE AGREEMENT FOR CONTRACTOR SERVICES

THIS AGREEMENT is made as of the 9th day of June in the year 2025, 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 TFR ENTERPRISES, INC. whose address is 601 Leander Drive, Leander, Texas 78641 (hereinafter referred to as the “CONTRACTOR”).

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

1. **Contract Documents.** The following documents and information are incorporated by reference and made part hereof; and shall comprise the Contract Documents.

- a. This Agreement; and
- b. Request for Proposal (RFP) 250802 Emergency Disaster Debris Removal & Disposal Services in its entirety; and
- c. The CONTRACTOR’s response to RFP 250802 made electronically on April 30, 2025; and
- d. The Supplemental Conditions titled “Required Federal Compliance Regulations” included herein as EXHIBIT ‘A’.

2. **Scope of Services.** The CONTRACTOR shall provide Emergency Debris Removal & Disposal Services to the CITY as listed in Request for Proposal 250802 as described in EXHIBIT ‘B’. The unit costs of the services shall not exceed those stated in EXHIBIT ‘B’ except where the cost adjustment clause has been exercised following the initial Performance Period. Nothing herein shall limit the CITY’S right to obtain bids or proposals for services from other contractors for same or similar work.

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

4. **Payment.** All invoices shall contain the purchase order number, date and location of services provided quantity of services, CITY pay item number, item description and confirmation of acceptance of the services by the appropriate City representative. Failure to submit invoices in the prescribed manner will delay payment. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. Payment Terms are Net 30 days.

5. **Initial Term of Agreement.** The Initial Term of the Agreement will be through December 31, 2028.

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

7. **Firm Fixed Price Period.** All Pricing will be firm and fixed through December 31, 2028. Following the initial performance period, the CONTRACTOR may request a price adjustment as provided for in the Cost Adjustments section.

8. **Cost Adjustment.** Pricing for any Renewal Terms will be subject to an adjustment only if increases in the industry can be documented. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 5% per year.

The CONTRACTOR is responsible for requesting any Price Adjustment during the Contract renewal process. Any requested price increase shall be fully documented and submitted to the CITY at least sixty (60) days prior to the then current Contract term. Any approved Price Adjustment will become effective when the Contract is extended by written Amendment.

The CITY may, after examination, refuse to accept the requested Price Adjustment if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the CITY does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the CITY, the Agreement will not be renewed.

9. **Termination for Convenience or Cause.**

a. **For Convenience.** The CITY may terminate this Agreement at any time without cause by providing the CONTRACTOR with SEVEN (7) calendar days advance notice in writing, delivery by email is acceptable. In the event of termination for convenience, all finished or unfinished deliverable items prepared by the CONTRACTOR under this Agreement shall, at the option of the CITY, become the CITY's property. If the Agreement is terminated for convenience by the CITY as provided herein, the CONTRACTOR shall be paid for services satisfactorily completed, less payment or compensation previously made. The CONTRACTOR shall not incur any additional expenses after receiving the written notice of termination.

b. **For Cause or Default.** If, through any cause, the CONTRACTOR should fail to fulfill in a timely and proper manner its obligations under this Agreement, other than for the instances listed below due to "Force Majeure," the CITY will have the right to terminate this Agreement by providing a written notice (Show Cause Notice) to the CONTRACTOR requiring a written response due within FIVE (5) calendar days from receipt of the written notice as to why the Agreement should not be terminated for default. The CITY's Show Cause Notice shall include an Agreement termination date at least SEVEN (7) calendar days subsequent to the due date for the CONTRACTOR's response. Should the CONTRACTOR fail to respond to such show cause notice, or if the CITY determines that the reasons provided by the CONTRACTOR for failure of the CONTRACTOR to fulfill its contractual obligations do not justify continuation of the contractual relationship, the Agreement shall be considered to have been terminated for

default on the date indicated in the Show Cause Notice. Should the CITY determine that the CONTRACTOR provided adequate justification that a termination for default is not appropriate under the circumstances; the CITY shall have a unilateral option to either continue the Agreement according to the original contract provisions or to terminate the contract for convenience. In the event that the CITY terminates the contract for default, all finished or unfinished deliverable items under this contract prepared by the CONTRACTOR shall, at the option of the CITY, become CITY property, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding this compensation, the CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of this Agreement, and the CITY may withhold any payment due the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the CITY from such breach can be determined.

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

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

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

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

Upon receipt of a termination action, for convenience or cause, the CONTRACTOR shall promptly discontinue all affected work (unless the notice directs otherwise) and deliver or otherwise make available to the City all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the CONTRACTOR in performing this contract, whether completed or in process.

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

11. **Insurance Requirements.**

a. Scope of Insurance - The CONTRACTOR shall procure and maintain at its own expense, the following minimum insurance coverage, unless otherwise specified in the Contract Documents.

- i All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least A: VII.
- ii The CONTRACTOR shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractors work.
- iii 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.
- iv The required insurance shall not limit the liability of the CONTRACTOR. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the CONTRACTOR's interests or liabilities, but are merely required minimums.
- iv The provisions of the required insurance are subject to the approval of the City's Risk Manager, and upon request, the CONTRACTOR shall make available certified copies of the various policies for inspection.
- v All liability insurance, except professional liability, shall be written on an occurrence basis.
- vi The CONTRACTOR waives its right of recovery against the CITY to the extent permitted by its insurance policies.
- vii Insurance required of the CONTRACTOR, or any other insurance of the CONTRACTOR shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims which arise out of the agreement, Contract or lease.

b. Certificate of Insurance - The CONTRACTOR shall provide evidence of required minimum insurance by providing the CITY an ACORD or other Certificate of Insurance in forms acceptable to the Risk Manager for the CITY, before any work under the agreement, Contract or lease begins.

- i Except for workers' compensation and professional liability, the CONTRACTOR's insurance policies shall be endorsed to name the City of Leesburg as additional insured to the extent of the agreement, Contract or lease.

- ii The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows: **City of Leesburg, Attn: Purchasing Manager, P.O. Box 490630, Leesburg, Florida 34749-0630.**
- iii The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
- iv The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.
- v The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.
- vi The CONTRACTOR, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the CONTRACTOR's liability coverage(s).

c. Comprehensive General Liability - The CONTRACTOR shall purchase and maintain Commercial General Liability coverage on forms no more restrictive than the latest editions of the Commercial General Liability policies of the Insurance Services Office (ISO). The Commercial General Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for bodily and personal injury and property damage liability for premises, operations, products and completed operations*, independent Contractors, Contractual liability covering the agreement, Contract or lease, broad form property damage coverage, and property damage resulting from explosion, collapse or underground exposures (x, c, u).

- i. For remodeling and construction projects, the CONTRACTOR shall purchase and maintain products and completed operations coverage for a minimum of three (3) years beyond the CITY's acceptance of the project.

d. Business Automobile Liability - The CONTRACTOR shall purchase and maintain Business Automobile Liability coverage on forms no more restrictive than the latest editions of the Business Automobile Liability policies of the Insurance Services Office (ISO). The Business Automobile Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for claims for bodily injury and property damage arising from the use of motor vehicles, including on-site and off-site operations, and owned, non-owned and hired vehicles, and employee non-ownership use.

e. Workers' Compensation - The CONTRACTOR shall purchase and maintain Workers' Compensation insurance for all workers' compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee with \$500,000 policy limit for disease.

12. **Waiver of Lien.** The CONTRACTOR agrees to make payment of all proper charges for labor and materials supplied and CONTRACTOR shall hold harmless the CITY

against any claim arising out of any unpaid bills for labor, services, or materials furnished for the project covered by this Agreement.

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

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

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

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

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

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

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.

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

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

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

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

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

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

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

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

21. **Independent Contractor.** The CONTRACTOR agrees that he or she is an independent contractor and not an agent, joint venture, or employee of the CITY, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits provided by the CITY to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the

CITY to the CONTRACTOR. CONTRACTOR will be responsible for paying his own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. The CONTRACTOR shall be solely and primarily responsible for his and her acts during the performance of this Agreement.

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

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

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

25. **Contact Person.** The primary contact person under this Agreement for each party is listed here. Contact person and information may be updated as needed by written, electronic mail is acceptable, communication to the other party. Notifying party shall receive confirmation the other party has received the change to the Contact Person.

CONTRACTOR Contact Information

Name/Title: Tiffany Jean, Contract Administrator

Address: 601 Leander Drive

City, State & Zip: Leander, Texas 78641

Telephone: 512-565-0710

Email Address: tiffany@tfrinc.com

CITY Contact Information

Name/Title: Neil Gaines, Deputy Director of Public Works

Telephone: 352-728-9786. Mobile: 352-571-0989.

Email Address: Neil.Gaines@leesburgflorida.gov

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

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

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

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

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

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

30. **Employment Eligibility.** Effective 12:01 AM EST January 1, 2021, the CONTRACTOR becomes 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.

31. **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.

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

33. **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.]

EXHIBIT 'A'
REQUIRED FEDERAL COMPLIANCE REGULATIONS
FOR EMERGENCY RELIEF PROGRAM
DEBRIS REMOVAL/ MONITORING AGREEMENTS

Federal regulations apply to all City of Leesburg contracts using Federal funds as a source for the solicitation of goods and services. Respondents shall not take exception to any part of these regulations. Doing so shall result in rejection of their response. Contract awardees must comply with the following Federal requirements:

1. ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL

The Contractor shall allow access by the grantee, sub grantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.

2. AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

The Contractor shall ensure compliance with all requirements imposed by ADA, and regulations of the federal government issued there under.

3. CLEAN AIR AND WATER ACTS

The Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1386), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and sub grants of amounts in excess of \$100,000).

4. CONTRACT WORK HOURS AND SAFETY STANDARDS

The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and sub grantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).

5. CONVICT LABOR

Ensure compliance with the Convict Labor prohibition in 23 U.S.C. 114 whereby Convict Labor cannot be used in Emergency Relief Programs subject to FHWA funding.

6. COPELAND ANTI-KICKBACK ACT

The Contractor shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and sub grants for construction or repair).

7. COPYRIGHTS

The Grantee is free to copyright original work developed in the course of or under the agreement. FEMA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes. Publication resulting from work performed under this agreement shall include an acknowledgement of FEMA financial support, by grant number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA views.

8. DISADVANTAGED BUSINESS ENTERPRISES (DBE) CONTRACTORS

The contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 C.F.R., Part 23, as amended, have the maximum opportunity to participate in the performance of contracts and this agreement. In this regard, contractor shall take all necessary and reasonable steps in accordance with 49 C.F.R., Part 23, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. The contractor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of federal assisted contracts.

9. ENERGY POLICY AND CONSERVATION ACT

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

10. EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall ensure compliance with all requirements of Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60) and orders of the U.S. Secretary of Labor and imposed pursuant to 23 U.S.C. 140.

11. SUSPENDED AND DEBARRED CONTRACTORS

FHWA and FEMA prohibit contracts with debarred contractors. Recipients of Federal funds are prohibited from doing business with contractors who have been suspended or debarred. Contractors debarred, suspended, or proposed for debarment are excluded from receiving contracts, and agencies shall not solicit offers from, award contracts to, or consent to subcontracts with these contractors. Contractor awardees shall ensure they solicit offers from, award contracts to, and consent to subcontracts with responsible contractors only.

12. REPORTING

Reports Submission: Per 44 CFR 13.50, when the appropriate grant award performance period expires, the Grantee shall submit the following documents within 90 days: (1) Financial performance or Progress Report; (2) Financial Status Report (SF 269) or Outlay Report and Request for Reimbursement for Construction Programs (SF-271) (as applicable); (3) Final request for payment (SF-270) (if applicable); (4) Invention disclosure (if applicable); and (5) Federally-owned property report.

Reports Acceptance: FEMA shall review the Grantee reports, perform the necessary financial reconciliation, negotiate necessary adjustments between the Grantee's and FEMA's records, and close out the grant in writing.

13. RETENTION OF ALL RECORDS

The Contractor is required to retain all records for seven (7) years after grantees or sub grantees make final payments and all other pending matters are closed.

[END OF EXHIBIT 'A']

 ITEMIZED BID FORM 1 RFP 250802 EMERGENCY DISASTER DEBRIS REMOVAL & DISPOSAL Bidder to complete this form and attach to Proposal Bid Form.					
Base Bid					
Item #	Description	Estimated Quantities	UOM	Unit Price	Extended Price
1	Eligible Right-of-Way (ROW) Vegetative Debris Removal - Work consists of the collection and transportation of eligible vegetative debris on the ROW to a City approved DMS location. - Mileage Radius of 0 - 15 Miles	80,000	CY	\$6.95	\$556,000.00
2	Eligible ROW C&D Debris Removal - Work consists of the collection and transportation of eligible C&D debris on the ROW to a City designated DMS site. - Mileage Radius of 0 - 15 Miles	10,000	CY	\$7.95	\$79,500.00
3	DMS Management and Reduction Through Grinding - Work consists of management and operation of DMS locations for the reduction of eligible disaster related debris through grinding.	80,000	CY	\$3.85	\$308,000.00
4	Haul-Out of Reduced Eligible Debris to a City Approved Final Disposal Site - Work consists of loading and transporting reduced eligible disaster related debris at a City approved DMS location to a City Approved final disposal site.	25,000 CY Mile Radius 0-20 Miles	CY	\$5.00	\$125,000.00
		25,000 CY Mile Radius 20-40 Miles	CY	\$6.00	
5	Removal of Eligible Hazardous Leaning Trees and Eligible Hanging Limbs - Work consists of removing Eligible hazardous leaning trees or hanging limbs and placing them on the safest possible location on the City ROW for collection.	200	6" to 12.99" Diameter Leaning Tree	\$190.00	\$38,000.00
		150	13" to 24.99" Diameter Leaning Tree	\$325.00	\$48,750.00
		50	25" to 36.99" Diameter Leaning Tree	\$515.00	\$25,750.00
		20	37" to 48.99" Diameter Leaning Tree	\$600.00	\$12,000.00
		10	49" or Larger Diameter Leaning Tree	\$690.00	\$6,900.00
		1,000	(Per Tree) Removal Hanging Limbs	\$175.00	\$175,000.00
6	Removal of Eligible Hazardous Stumps - Work consists of removing Eligible hazardous stumps and transporting resulting debris on the ROW to a City approved DMS location. Stumps will only be removed at direction of City.	10	24.1" to 36.99" Diameter	\$350.00	\$3,500.00
		5	37" to 48.99" Diameter	\$550.00	\$2,750.00
		5	49" or Larger Diameter	\$750.00	\$3,750.00
7	Eligible Household Hazardous Waste Removal, Transport and Disposal - Work consists of the removal, transportation and proper disposal of Eligible Household Hazardous Waste (HHW) at a permitted Hazardous Waste TSDF. - Liquid Type Hazardous Material	50	Gallons	\$10.00	\$500.00
8	Eligible Household Hazardous Waste Removal, Transport and Disposal - Work consists of the removal, transportation and proper disposal of Eligible Household Hazardous Waste (HHW) at a permitted Hazardous Waste TSDF. - Solid Type Hazardous Material	50	LBS	\$3.00	\$150.00
9	Eligible ROW White Goods Debris Removal (Collect & Haul) - Work consists of the removal of Eligible white goods from the ROW to a designated City approved DMS location. The Contractor shall also be responsible for the transportation of Eligible white goods from the designated City approved DMS location to a City designated facility for recycling.	50	Per Unit (Refrigerators & Freezers requiring refrigerant recovery)	\$75.00	\$3,750.00
		50	Per Unit (Washers, Dryers, Stoves, Ovens, AC Units, Hot Water Heaters, etc.)	\$45.00	\$2,250.00
10	Eligible Dead Animal Carcasses - Work consists of the recovery and disposal of dead animal carcasses	10	LBS	\$2.00	\$20.00
Grand Total Bid Amount (To Be Entered On The Proposal Bid Form)					\$1,391,570.00



ITEMIZED BID FORM 2
RFP-250802
EMERGENCY DISASTER DEBRIS REMOVAL
& DISPOSAL

Bidder to complete this form and attach to Proposal Bid Form.

If the City requests additional services they will be billed at the rates below.

These costs will not be a factor in the evaluation of cost of this RFP.

Please fill in both the hourly rate and daily rate if applicable.

If "No Bid", Please write in "No Bid".

Item #	Description	Hourly Rate	Day Rate
Equipment Type With Operator (*Includes Fuel and Maintenance Costs)			
1	15-24 Cubic Yard Dump Truck	\$175.00	\$1,400.00
2	17 Cubic Yard Clam Truck	\$175.00	\$1,400.00
3	20 Cubic Yard Clam Truck	\$185.00	\$1,480.00
4	25-34 Cubic Yard Dump Truck	\$195.00	\$1,560.00
5	30 Ton or Larger Crane	\$200.00	\$1,600.00
6	35-44 Cubic Yard Dump Truck	\$195.00	\$1,560.00
7	45-54 Cubic Yard Dump Truck	\$195.00	\$1,560.00
8	50' Bucket Truck	\$235.00	\$1,880.00
9	5-14 Cubic Yard Dump Truck	\$175.00	\$1,400.00
10	55-64 Cubic Yard Dump Truck	\$215.00	\$1,720.00
11	65-74 Cubic Yard Dump Truck	\$225.00	\$1,800.00
12	75+ Cubic Yard Dump Truck	\$235.00	\$1,880.00
13	Bobcat Loader	\$145.00	\$1,160.00
14	D-6 Dozers or Equivalent	\$170.00	\$1,360.00
15	Diamond Z or Equivalent Tub Grinder	\$490.00	\$3,920.00
16	Equipment Transports	\$110.00	\$880.00
17	John Deere 544 Loader or Equivalent	\$165.00	\$1,320.00
18	Motor Grader	\$135.00	\$1,080.00
19	Rubber Tire Backhoe	\$130.00	\$1,040.00
20	Service Trucks	\$95.00	\$760.00
21	Stump Grinder	\$135.00	\$1,080.00
22	Track-Hoes-John Deere 690 or Equivalent	\$165.00	\$1,320.00
23	Tractor with Box Blade	\$95.00	\$760.00
24	Water Truck (2,000 Gallon)	\$125.00	\$1,000.00
25	Wheel-Loader 644 or Equivalent	\$165.00	\$1,320.00
Personnel and/or Equipment Type			
26	1" Diaphragm Pump	\$40.00	\$320.00
27	1" Suction or Discharge Hose	\$10.00	\$80.00
28	12 Ton Lowboy	\$150.00	\$1,200.00
29	12' Work Boat with Motor	\$45.00	\$360.00
30	12' Work Boat without Motor	\$35.00	\$280.00
31	185 CFM Compressor	\$45.00	\$360.00
32	2" Chemical Suction or Discharge Hose	\$45.00	\$360.00
33	2" Diaphragme Pump	\$15.00	\$120.00
34	2" Diaphragme Pump S.S.	\$47.00	\$376.00
35	2" Suction or Discharge Hose	\$16.00	\$128.00
36	20' Response Trailer	\$100.00	\$800.00
37	3"Chemical Suction or Discharge Hose	\$49.00	\$392.00
38	3" Diaphragm Pump	\$17.00	\$136.00
39	3" Suction or Discharge Hose	\$17.00	\$136.00
40	3"X12' Absorbent Boom – Universal	\$100.00	each box
41	30 Gallon Over-pack	\$10.00	\$80.00
42	36' Response Trailer	\$110.00	\$880.00
43	4 mil 20X100 Polyethylene	\$10.00	each
44	4000-5000 Watt Generator	\$35.00	\$280.00
45	5"X1 0' Absorbent Boom- Petroleum	\$5.00	each
46	50 Ton Lowboy	\$135.00	\$1,080.00
47	55 – Gallon Drum Liners, 10 mil	\$5.00	\$40.00



ITEMIZED BID FORM 2
RFP-250802
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Please fill in both the hourly rate and daily rate if applicable.

If "No Bid", Please write in "No Bid".

Item #	Description	Hourly Rate	Day Rate
48	55 – Gallon Drums	\$10.00	\$80.00
49	6 mil 20X100 Polyethylene	\$80.00	each
50	6 mil Bags	\$60.00	box
51	8”X1 0’ Absorbent Boom – Petroleum	\$5.00	\$40.00
52	95 Gallon Poly Over-pack	\$10.00	\$80.00
53	Absorbent Pads Bundle – Petroleum	\$8.00	\$64.00
54	Absorbent Pads Bundle – Universal	\$8.00	\$64.00
55	Acid Suit	\$5.00	\$40.00
56	Administrative Assistant	\$55.00	\$440.00
57	Air Blower	\$85.00	\$680.00
58	Air Filtration Panel	\$20.00	\$160.00
59	Air-hose Section	\$5.00	\$40.00
60	Airless Spray	\$20.00	\$160.00
61	Airline Respirator (includes 150’ of Airline)	\$30.00	\$240.00
62	Asbestos Abatement Supervisor	\$70.00	\$560.00
63	Asbestos Abatement Worker	\$55.00	\$440.00
64	Asbestos Inspector	\$65.00	\$520.00
65	Backhoe	\$120.00	\$960.00
66	Backhoe Extend-a-hoe	\$125.00	\$1,000.00
67	Barrel Cart	\$5.00	\$40.00
68	Boot Covers	\$3.00	each box
69	Box Truck	\$20.00	\$160.00
70	Bulldozer D4or Equivalent	\$90.00	\$720.00
71	Cascade Air System Per Employee	\$45.00	\$360.00
72	Caution/Hazard Tape	\$20.00	each roll
73	Chemist	\$60.00	\$480.00
74	Circular Saw	\$5.00	\$40.00
75	Clerical	\$55.00	\$440.00
76	Climber with Gear	\$90.00	\$720.00
77	Combustible Gas Indicator	\$15.00	\$120.00
78	Cotton or Latex Gloves	\$5.00	\$40.00
79	Cutting Torch	\$5.00	\$40.00
80	Detector Tubes	\$150.00	each pack
81	DOT Hazardous Waste Labels	\$100.00	each pack
82	Drill with Bits	\$5.00	\$40.00
83	Duct Tape	\$8.00	roll
84	Dump Truck	\$165.00	\$1,320.00
85	Electrical Cord Section (50’)	\$5.00	\$40.00
86	Equipment Operator	\$60.00	\$480.00
87	Extension Ladders	\$5.00	\$40.00
88	Fiber Drums	\$5.00	\$40.00
89	Field Hazardous Material Manager	\$85.00	\$680.00
90	Field Hazardous Material Technician	\$65.00	\$520.00
91	Field Project Foreman	\$75.00	\$600.00
92	Field Project Supervisor	\$75.00	\$600.00
93	Fire Extinguisher	\$10.00	\$80.00
94	First Aid Station	\$25.00	\$200.00
95	Flatbed Trailer	\$110.00	\$880.00
96	Foreman with Truck	\$65.00	\$520.00
97	Grounding Cable and Rod	\$5.00	\$40.00
98	Hand Auger, Stainless Steel	\$15.00	\$120.00



ITEMIZED BID FORM 2
RFP-250802
EMERGENCY DISASTER DEBRIS REMOVAL
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These costs will not be a factor in the evaluation of cost of this RFP.

Please fill in both the hourly rate and daily rate if applicable.

If "No Bid", Please write in "No Bid".

Item #	Description	Hourly Rate	Day Rate
99	Hand Operated Transfer Pump	\$5.00	\$40.00
100	Hand Tools Per Employee (Shovels, brooms, etc.)	\$5.00	\$40.00
101	Handheld Radios	\$15.00	\$120.00
102	Hazardous Material Containment Area Foreman	\$75.00	\$600.00
103	Hazardous Material Containment Area Manager	\$75.00	\$600.00
104	Hazardous Material Containment Area Supervisor	\$85.00	\$680.00
105	Hazardous Material Containment Area Technician	\$65.00	\$520.00
106	Hazcat Kit	\$35.00	each kit
107	Health and Safety Specialist	\$85.00	\$680.00
108	Hearing Protection	\$10.00	each
109	HEPA Vac	\$15.00	\$120.00
110	High Hazard Personnel Decontamination	\$850.00	each kit
111	Inspector with Vehicle	\$70.00	\$560.00
112	Kappler Tape	\$50.00	roll
113	Laborer	\$60.00	\$480.00
114	Leather Work Gloves	\$20.00	pair
115	Level A Suit – Kappler Responder or Equal	\$800.00	each
116	Level B Suite- Kappler Responder or Equal	\$650.00	each
117	Low Hazard Personnel Decontamination	\$400.00	each
118	Mechanized Broom	\$35.00	\$280.00
119	Nitrile Gloves	\$15.00	pair
120	Noeprene Gloves	\$30.00	pair
121	Office Trailer	\$20.00	\$160.00
122	Oil Dry	\$35.00	bucket
123	Oil Dry Spreader	\$10.00	\$80.00
124	Operator with Chainsaw	\$65.00	\$520.00
125	Passenger Car	\$20.00	\$160.00
126	Peat Moss	\$35.00	each bag
127	Personal Protective Equipment/Level A Employee		\$4,000.00
128	Personal Protective Equipment/Level B Employee		\$3,500.00
129	Personal Protective Equipment/Level C Employee		\$2,000.00
130	Personnel Retrieval Harness	\$90.00	each
131	Personnel Retrieval System	\$75.00	each
132	Ph Paper	\$40.00	each pack
133	Photographic Equipment	\$15.00	each
134	Photoionization Detector	N/A	\$70.00
135	Pickup Truck	\$20.00	\$160.00
136	Pickup Truck, 1 Ton	\$20.00	\$160.00
137	Pickup Truck, 4X4	\$20.00	\$160.00
138	Pickup Truck, Extended Cab	\$20.00	\$160.00
139	Port a John	\$10.00	\$80.00
140	Portable Eyewash Station	\$10.00	\$80.00
141	Portable Light Stand	\$45.00	\$360.00
142	Pressure Washer	\$25.00	\$200.00
143	Project Coordinator	\$75.00	\$600.00
144	Project Engineer	\$85.00	\$680.00
145	Project Geologist	\$95.00	\$760.00
146	Proshield	\$115.00	\$920.00
147	PVC Boots (Hazmat)	\$35.00	each pair
148	PVC Gloves	\$5.00	each pair
149	Rain Suit	\$85.00	each



ITEMIZED BID FORM 2
RFP-250802
EMERGENCY DISASTER DEBRIS REMOVAL
& DISPOSAL

Bidder to complete this form and attach to Proposal Bid Form.

If the City requests additional services they will be billed at the rates below.

These costs will not be a factor in the evaluation of cost of this RFP.

Please fill in both the hourly rate and daily rate if applicable.

If "No Bid", Please write in "No Bid".

Item #	Description	Hourly Rate	Day Rate
150	Regulatory Manager	\$70.00	\$560.00
151	Respirator Airline, 50' Section	\$10.00	\$80.00
152	Respirator Cartridges	\$18.00	each
153	Respirator Wipes	\$10.00	box
154	Safety Superintendent	\$85.00	\$680.00
155	Saranex	\$420.00	each
156	SCBA Bottle Refill	\$10.00	each
157	Silvershield Gloves	\$25.00	each
158	Skid Steer	\$145.00	\$1,160.00
159	Small Compressor	\$10.00	\$80.00
160	Soda Ash Bag	\$40.00	each
161	Spike Bar	\$50.00	each
162	Spill Classifier	\$10.00	strip
163	Step Ladders	\$5.00	\$40.00
164	Superintendent with Truck	\$75.00	\$600.00
165	Survey Personnel with Vehicle	\$65.00	\$520.00
166	Tool Kit (Hammers, Pliers, Screwdrivers, etc.)	\$50.00	each
167	Toxic Gas Detector	\$10.00	\$80.00
168	Track-hoe 490 or Equivalent	\$175.00	\$1,400.00
169	Traffic Control Personnel	\$55.00	\$440.00
170	Traffic Control Vest, Cones, Flags, Barrels, etc.	\$35.00	\$280.00
171	Truck Driver	\$65.00	\$520.00
172	Tyvek	\$50.00	each
173	Vacuum Truck, 3,500 Gallon	\$130.00	\$1,040.00
174	Vermiculite	\$25.00	each
175	Water hose Section (Garden)	\$25.00	each
176	Wheelbarrow	\$5.00	\$40.00
177	Wire Welder	\$30.00	\$240.00
178	Wrench Kit (Bung wrench, speed wrench, etc.)	\$35.00	each

FIXED UNIT PRICE AGREEMENT FOR CONTRACTOR SERVICES

THIS AGREEMENT is made as of the 9th day of June in the year 2025, 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 Southern Disaster Recovery, LLC whose address is 93 Sonia Drive, Greer, South Carolina 29650 (hereinafter referred to as the “CONTRACTOR”).

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

1. **Contract Documents.** The following documents and information are incorporated by reference and made part hereof; and shall comprise the Contract Documents.

- a. This Agreement; and
- b. Request for Proposal (RFP) 250802 Emergency Disaster Debris Removal & Disposal Services in its entirety; and
- c. The CONTRACTOR’s response to RFP 250802 made electronically on April 30, 2025; and
- d. The Supplemental Conditions titled “Required Federal Compliance Regulations” included herein as EXHIBIT ‘A’.

2. **Scope of Services.** The CONTRACTOR shall provide Emergency Debris Removal & Disposal Services to the CITY as listed in Request for Proposal Bid 250802 as described in EXHIBIT ‘B’. The unit costs of the services shall not exceed those stated in EXHIBIT ‘B’ except where the cost adjustment clause has been exercised following the initial Performance Period. Nothing herein shall limit the CITY’S right to obtain bids or proposals for services from other contractors for same or similar work.

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

4. **Payment.** All invoices shall contain the purchase order number, date and location of services provided quantity of services, CITY pay item number, item description and confirmation of acceptance of the services by the appropriate City representative. Failure to submit invoices in the prescribed manner will delay payment. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. Payment Terms are Net 30 days.

5. **Initial Term of Agreement.** The Initial Term of the Agreement will be through December 31, 2028.

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

7. **Firm Fixed Price Period.** All Pricing will be firm and fixed through December 31, 2028. Following the initial performance period, the CONTRACTOR may request a price adjustment as provided for in the Cost Adjustments section.

8. **Cost Adjustment.** Pricing for any Renewal Terms will be subject to an adjustment only if increases in the industry can be documented. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 5% per year.

The CONTRACTOR is responsible for requesting any Price Adjustment during the Contract renewal process. Any requested price increase shall be fully documented and submitted to the CITY at least sixty (60) days prior to the then current Contract term. Any approved Price Adjustment will become effective when the Contract is extended by written Amendment.

The CITY may, after examination, refuse to accept the requested Price Adjustment if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the CITY does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the CITY, the Agreement will not be renewed.

9. **Termination for Convenience or Cause.**

a. **For Convenience.** The CITY may terminate this Agreement at any time without cause by providing the CONTRACTOR with SEVEN (7) calendar days advance notice in writing, delivery by email is acceptable. In the event of termination for convenience, all finished or unfinished deliverable items prepared by the CONTRACTOR under this Agreement shall, at the option of the CITY, become the CITY's property. If the Agreement is terminated for convenience by the CITY as provided herein, the CONTRACTOR shall be paid for services satisfactorily completed, less payment or compensation previously made. The CONTRACTOR shall not incur any additional expenses after receiving the written notice of termination.

b. **For Cause or Default.** If, through any cause, the CONTRACTOR should fail to fulfill in a timely and proper manner its obligations under this Agreement, other than for the instances listed below due to "Force Majeure," the CITY will have the right to terminate this Agreement by providing a written notice (Show Cause Notice) to the CONTRACTOR requiring a written response due within FIVE (5) calendar days from receipt of the written notice as to why the Agreement should not be terminated for default. The CITY's Show Cause Notice shall include an Agreement termination date at least SEVEN (7) calendar days subsequent to the due date for the CONTRACTOR's response. Should the CONTRACTOR fail to respond to such show cause notice, or if the CITY determines that the reasons provided by the CONTRACTOR for failure of the CONTRACTOR to fulfill its contractual obligations do not justify continuation of the contractual relationship, the Agreement shall be considered to have been terminated for

default on the date indicated in the Show Cause Notice. Should the CITY determine that the CONTRACTOR provided adequate justification that a termination for default is not appropriate under the circumstances; the CITY shall have a unilateral option to either continue the Agreement according to the original contract provisions or to terminate the contract for convenience. In the event that the CITY terminates the contract for default, all finished or unfinished deliverable items under this contract prepared by the CONTRACTOR shall, at the option of the CITY, become CITY property, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding this compensation, the CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of this Agreement, and the CITY may withhold any payment due the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the CITY from such breach can be determined.

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

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

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

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

Upon receipt of a termination action, for convenience or cause, the CONTRACTOR shall promptly discontinue all affected work (unless the notice directs otherwise) and deliver or otherwise make available to the City all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the CONTRACTOR in performing this contract, whether completed or in process.

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

11. **Insurance Requirements.**

a. Scope of Insurance - The CONTRACTOR shall procure and maintain at its own expense, the following minimum insurance coverage, unless otherwise specified in the Contract Documents.

- i All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least A: VII.
- ii The CONTRACTOR shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractors work.
- iii 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. iv. The required insurance shall not limit the liability of the CONTRACTOR. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the CONTRACTOR's interests or liabilities, but are merely required minimums.
- iv The provisions of the required insurance are subject to the approval of the City's Risk Manager, and upon request, the CONTRACTOR shall make available certified copies of the various policies for inspection.
- v All liability insurance, except professional liability, shall be written on an occurrence basis.
- vi The CONTRACTOR waives its right of recovery against the CITY to the extent permitted by its insurance policies.
- vii Insurance required of the CONTRACTOR, or any other insurance of the CONTRACTOR shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims which arise out of the agreement, Contract or lease.

b. Certificate of Insurance - The CONTRACTOR shall provide evidence of required minimum insurance by providing the CITY an ACORD or other Certificate of Insurance in forms acceptable to the Risk Manager for the CITY, before any work under the agreement, Contract or lease begins.

- i Except for workers' compensation and professional liability, the CONTRACTOR's insurance policies shall be endorsed to name the City of Leesburg as additional insured to the extent of the agreement, Contract or lease.

- ii The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows: **City of Leesburg, Attn: Purchasing Manager, P.O. Box 490630, Leesburg, Florida 34749-0630.**
- iii The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
- iv The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.
- v The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.
- vi The CONTRACTOR, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the CONTRACTOR's liability coverage(s).

c. Comprehensive General Liability - The CONTRACTOR shall purchase and maintain Commercial General Liability coverage on forms no more restrictive than the latest editions of the Commercial General Liability policies of the Insurance Services Office (ISO). The Commercial General Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for bodily and personal injury and property damage liability for premises, operations, products and completed operations*, independent Contractors, Contractual liability covering the agreement, Contract or lease, broad form property damage coverage, and property damage resulting from explosion, collapse or underground exposures (x, c, u).

- i. For remodeling and construction projects, the CONTRACTOR shall purchase and maintain products and completed operations coverage for a minimum of three (3) years beyond the CITY's acceptance of the project.

d. Business Automobile Liability - The CONTRACTOR shall purchase and maintain Business Automobile Liability coverage on forms no more restrictive than the latest editions of the Business Automobile Liability policies of the Insurance Services Office (ISO). The Business Automobile Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for claims for bodily injury and property damage arising from the use of motor vehicles, including on-site and off-site operations, and owned, non-owned and hired vehicles, and employee non-ownership use.

e. Workers' Compensation - The CONTRACTOR shall purchase and maintain Workers' Compensation insurance for all workers' compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee with \$500,000 policy limit for disease.

12. **Waiver of Lien.** The CONTRACTOR agrees to make payment of all proper charges for labor and materials supplied and CONTRACTOR shall hold harmless the CITY

against any claim arising out of any unpaid bills for labor, services, or materials furnished for the project covered by this Agreement.

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

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

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

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

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

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

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.

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

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

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

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

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

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

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

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

21. **Independent Contractor.** The CONTRACTOR agrees that he or she is an independent contractor and not an agent, joint venture, or employee of the CITY, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits provided by the CITY to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the

CITY to the CONTRACTOR. CONTRACTOR will be responsible for paying his own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. The CONTRACTOR shall be solely and primarily responsible for his and her acts during the performance of this Agreement.

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

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

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

25. **Contact Person.** The primary contact person under this Agreement for each party is listed here. Contact person and information may be updated as needed by written, electronic mail is acceptable, communication to the other party. Notifying party shall receive confirmation the other party has received the change to the Contact Person.

CONTRACTOR Contact Information

Name/Title: Al McClaran

Address: 93 Sonia Drive

City, State & Zip: Greer, South Carolina 29650

Telephone: 864-469-9776

Email Address: al@gosdr.com

CITY Contact Information

Name/Title: Neil Gaines, Deputy Director of Public Works

Telephone: 352-728-9786. Mobile: 352-571-0989.

Email Address: Neil.Gaines@leesburgflorida.gov

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

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

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

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

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

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

30. **Employment Eligibility.** Effective 12:01 AM EST January 1, 2021, the CONTRACTOR becomes 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.

31. **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.

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

33. **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.]

EXHIBIT 'A'
REQUIRED FEDERAL COMPLIANCE REGULATIONS
FOR EMERGENCY RELIEF PROGRAM
DEBRIS REMOVAL/MONITORING AGREEMENTS

Federal regulations apply to all City of Leesburg contracts using Federal funds as a source for the solicitation of goods and services. Respondents shall not take exception to any part of these regulations. Doing so shall result in rejection of their response. Contract awardees must comply with the following Federal requirements:

1. ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL

The Contractor shall allow access by the grantee, sub grantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.

2. AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

The Contractor shall ensure compliance with all requirements imposed by ADA, and regulations of the federal government issued there under.

3. CLEAN AIR AND WATER ACTS

The Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1386), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and sub grants of amounts in excess of \$100,000).

4. CONTRACT WORK HOURS AND SAFETY STANDARDS

The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and sub grantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).

5. CONVICT LABOR

Ensure compliance with the Convict Labor prohibition in 23 U.S.C. 114 whereby Convict Labor cannot be used in Emergency Relief Programs subject to FHWA funding.

6. COPELAND ANTI-KICKBACK ACT

The Contractor shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and sub grants for construction or repair).

7. COPYRIGHTS

The Grantee is free to copyright original work developed in the course of or under the agreement. FEMA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes. Publication resulting from work performed under this agreement shall include an acknowledgement of FEMA financial support, by grant number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA views.

8. DISADVANTAGED BUSINESS ENTERPRISES (DBE) CONTRACTORS

The contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 C.F.R., Part 23, as amended, have the maximum opportunity to participate in the performance of contracts and this agreement. In this regard, contractor shall take all necessary and reasonable steps in accordance with 49 C.F.R., Part 23, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. The contractor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of federal assisted contracts.

9. ENERGY POLICY AND CONSERVATION ACT

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

10. EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall ensure compliance with all requirements of Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60) and orders of the U.S. Secretary of Labor and imposed pursuant to 23 U.S.C. 140.

11. SUSPENDED AND DEBARRED CONTRACTORS

FHWA and FEMA prohibit contracts with debarred contractors. Recipients of Federal funds are prohibited from doing business with contractors who have been suspended or debarred. Contractors debarred, suspended, or proposed for debarment are excluded from receiving contracts, and agencies shall not solicit offers from, award contracts to, or consent to subcontracts with these contractors. Contractor awardees shall ensure they solicit offers from, award contracts to, and consent to subcontracts with responsible contractors only.

12. REPORTING

Reports Submission: Per 44 CFR 13.50, when the appropriate grant award performance period expires, the Grantee shall submit the following documents within 90 days: (1) Financial performance or Progress Report; (2) Financial Status Report (SF 269) or Outlay Report and Request for Reimbursement for Construction Programs (SF-271) (as applicable); (3) Final request for payment (SF-270) (if applicable); (4) Invention disclosure (if applicable); and (5) Federally-owned property report.

Reports Acceptance: FEMA shall review the Grantee reports, perform the necessary financial reconciliation, negotiate necessary adjustments between the Grantee's and FEMA's records, and close out the grant in writing.

13. RETENTION OF ALL RECORDS

The Contractor is required to retain all records for seven (7) years after grantees or sub grantees make final payments and all other pending matters are closed.

[END OF EXHIBIT 'A']



ITEMIZED BID FORM 1
RFP 250802
EMERGENCY DISASTER DEBRIS REMOVAL & DISPOSAL

Bidder to complete this form and attach to Proposal Bid Form.

Item #	Description	Estimated Quantities	UOM	Unit Price	Extended Price
1	Eligible Right-of-Way (ROW) Vegetative Debris Removal - Work consists of the collection and transportation of eligible vegetative debris on the ROW to a City approved DMS location. - Mileage Radius of 0 - 15 Miles	80,000	CY	\$8.75	\$700,000.00
2	Eligible ROW C&D Debris Removal - Work consists of the collection and transportation of eligible C&D debris on the ROW to a City designated DMS site. - Mileage Radius of 0 - 15 Miles	10,000	CY	\$8.75	\$87,500.00
3	DMS Management and Reduction Through Grinding - Work consists of management and operation of DMS locations for the reduction of eligible disaster related debris through grinding.	80,000	CY	\$4.50	\$360,000.00
4	Haul-Out of Reduced Eligible Debris to a City Approved Final Disposal Site - Work consists of loading and transporting reduced eligible disaster related debris at a City approved DMS location to a City Approved final disposal site.	25,000 CY Mile Radius 0-20 Miles	CY	\$4.75	\$118,750.00
		25,000 CY Mile Radius 20-40 Miles	CY	\$7.75	
5	Removal of Eligible Hazardous Leaning Trees and Eligible Hanging Limbs - Work consists of removing Eligible hazardous leaning trees or hanging limbs and placing them on the safest possible location on the City ROW for collection.	200	6" to 12.99" Diameter Leaning Tree	\$125.00	\$25,000.00
		150	13" to 24.99" Diameter Leaning Tree	\$245.00	\$36,750.00
		50	25" to 36.99" Diameter Leaning Tree	\$325.00	\$16,250.00
		20	37" to 48.99" Diameter Leaning Tree	\$450.00	\$9,000.00
		10	49" or Larger Diameter Leaning Tree	\$575.00	\$5,750.00
		1,000	(Per Tree) Removal Hanging Limbs	\$82.00	\$82,000.00
6	Removal of Eligible Hazardous Stumps - Work consists of removing Eligible hazardous stumps and transporting resulting debris on the ROW to a City approved DMS location. Stumps will only be removed at direction of City.	10	24.1" to 36.99" Diameter	\$225.00	\$2,250.00
		5	37" to 48.99" Diameter	\$350.00	\$1,750.00
		5	49" or Larger Diameter	\$525.00	\$2,625.00
7	Eligible Household Hazardous Waste Removal, Transport and Disposal - Work consists of the removal, transportation and proper disposal of Eligible Household Hazardous Waste (HHW) at a permitted Hazardous Waste TSDF. - Liquid Type Hazardous Material	50	Gallons	\$19.00	\$950.00
8	Eligible Household Hazardous Waste Removal, Transport and Disposal - Work consists of the removal, transportation and proper disposal of Eligible Household Hazardous Waste (HHW) at a permitted Hazardous Waste TSDF. - Solid Type Hazardous Material	50	LBS	\$3.00	\$150.00
9	Eligible ROW White Goods Debris Removal (Collect & Haul) - Work consists of the removal of Eligible white goods from the ROW to a designated City approved DMS location. The Contractor shall also be responsible for the transportation of Eligible white goods from the designated City approved DMS location to a City designated facility for recycling.	50	Per Unit (Refrigerators & Freezers requiring refrigerant recovery)	\$72.00	\$3,600.00
		50	Per Unit (Washers, Dryers, Stoves, Ovens, AC Units, Hot Water Heaters, etc.)	\$45.00	\$2,250.00
10	Eligible Dead Animal Carcasses - Work consists of the recovery and disposal of dead animal carcasses	10	LBS	\$1.00	\$10.00
Grand Total Bid Amount (To Be Entered On The Proposal Bid Form)					\$1,454,585.00



ITEMIZED BID FORM 2
RFP-250802
EMERGENCY DISASTER DEBRIS REMOVAL
& DISPOSAL

Bidder to complete this form and attach to Proposal Bid Form.

If the City requests additional services they will be billed at the rates below.
 These costs **will not** be a factor in the evaluation of cost of this RFP.
 Please fill in both the hourly rate and daily rate if applicable.
 If "No Bid", Please write in "No Bid".

Item #	Description	Hourly Rate	Day Rate
Equipment Type With Operator (*Includes Fuel and Maintenance Costs)			
1	15-24 Cubic Yard Dump Truck	\$105.00	no bid
2	17 Cubic Yard Clam Truck	\$126.00	no bid
3	20 Cubic Yard Clam Truck	\$132.00	no bid
4	25-34 Cubic Yard Dump Truck	\$112.00	no bid
5	30 Ton or Larger Crane	\$97.00	no bid
6	35-44 Cubic Yard Dump Truck	\$124.00	no bid
7	45-54 Cubic Yard Dump Truck	\$139.00	no bid
8	50' Bucket Truck	\$145.00	no bid
9	5-14 Cubic Yard Dump Truck	\$95.00	no bid
10	55-64 Cubic Yard Dump Truck	\$152.00	no bid
11	65-74 Cubic Yard Dump Truck	\$164.00	no bid
12	75+ Cubic Yard Dump Truck	\$175.00	no bid
13	Bobcat Loader	\$109.00	no bid
14	D-6 Dozers or Equivalent	\$145.00	no bid
15	Diamond Z or Equivalent Tub Grinder	\$450.00	no bid
16	Equipment Transports	\$130.00	no bid
17	John Deere 544 Loader or Equivalent	\$164.00	no bid
18	Motor Grader	\$135.00	no bid
19	Rubber Tire Backhoe	\$115.00	no bid
20	Service Trucks	\$118.00	no bid
21	Stump Grinder	\$85.00	no bid
22	Track-Hoes-John Deere 690 or Equivalent	\$135.00	no bid
23	Tractor with Box Blade	\$87.00	no bid
24	Water Truck (2,000 Gallon)	\$65.00	no bid
25	Wheel-Loader 644 or Equivalent	\$172.00	no bid
Personnel and/or Equipment Type			
26	1" Diaphragm Pump	\$23.00	no bid
27	1" Suction or Discharge Hose	\$9.00	no bid
28	12 Ton Lowboy	\$118.00	no bid
29	12' Work Boat with Motor	\$78.00	no bid
30	12' Work Boat without Motor	\$42.00	no bid
31	185 CFM Compressor	\$32.00	no bid
32	2" Chemical Suction or Discharge Hose	\$14.00	no bid
33	2" Diaphragme Pump	\$45.00	no bid
34	2" Diaphragme Pump S.S.	\$65.00	no bid
35	2" Suction or Discharge Hose	\$19.00	no bid
36	20' Response Trailer	\$17.00	no bid
37	3" Chemical Suction or Discharge Hose	\$18.00	no bid
38	3" Diaphragm Pump	\$63.00	no bid
39	3" Suction or Discharge Hose	\$22.00	no bid
40	3"X12' Absorbent Boom – Universal	\$18.00	no bid
41	30 Gallon Over-pack	\$95.00	no bid
42	36' Response Trailer	\$28.00	no bid
43	4 mil 20X100 Polyethylene	\$12.00	no bid
44	4000-5000 Watt Generator	\$25.00	no bid
45	5"X1 0' Absorbent Boom- Petroleum	\$24.00	no bid
46	50 Ton Lowboy	\$140.00	no bid



ITEMIZED BID FORM 2
RFP-250802
EMERGENCY DISASTER DEBRIS REMOVAL
& DISPOSAL

Bidder to complete this form and attach to Proposal Bid Form.

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 Please fill in both the hourly rate and daily rate if applicable.
 If "No Bid", Please write in "No Bid".

Item #	Description	Hourly Rate	Day Rate
47	55 – Gallon Drum Liners, 10 mil	\$32.00	no bid
48	55 – Gallon Drums	\$125.00	no bid
49	6 mil 20X100 Polyethylene	\$18.00	no bid
50	6 mil Bags	\$16.00	no bid
51	8"X1 0' Absorbent Boom – Petroleum	\$34.00	no bid
52	95 Gallon Poly Over-pack	\$225.00	no bid
53	Absorbent Pads Bundle – Petroleum	\$45.00	no bid
54	Absorbent Pads Bundle – Universal	\$56.00	no bid
55	Acid Suit	\$38.00	no bid
56	Administrative Assistant	\$43.00	no bid
57	Air Blower	\$23.00	no bid
58	Air Filtration Panel	\$21.00	no bid
59	Air-hose Section	\$18.00	no bid
60	Airless Spray	\$33.00	no bid
61	Airline Respirator (includes 150' of Airline)	\$43.00	no bid
62	Asbestos Abatement Supervisor	\$109.00	no bid
63	Asbestos Abatement Worker	\$85.00	no bid
64	Asbestos Inspector	\$78.00	no bid
65	Backhoe	\$93.00	no bid
66	Backhoe Extend-a-hoe	\$118.00	no bid
67	Barrel Cart	\$34.00	no bid
68	Boot Covers	\$14.00	no bid
69	Box Truck	\$67.00	no bid
70	Bulldozer D4or Equivalent	\$105.00	no bid
71	Cascade Air System Per Employee	\$45.00	no bid
72	Caution/Hazard Tape	\$18.00	no bid
73	Chemist	\$138.00	no bid
74	Circular Saw	\$13.00	no bid
75	Clerical	\$32.00	no bid
76	Climber with Gear	\$98.00	no bid
77	Combustible Gas Indicator	\$36.00	no bid
78	Cotton or Latex Gloves	\$18.00	no bid
79	Cutting Torch	\$43.00	no bid
80	Detector Tubes	\$22.00	no bid
81	DOT Hazardous Waste Labels	\$12.00	no bid
82	Drill with Bits	\$16.00	no bid
83	Duct Tape	\$18.00	no bid
84	Dump Truck	\$115.00	no bid
85	Electrical Cord Section (50')	\$12.00	no bid
86	Equipment Operator	\$52.00	no bid
87	Extension Ladders	\$22.00	no bid
88	Fiber Drums	\$105.00	no bid
89	Field Hazardous Material Manager	\$92.00	no bid
90	Field Hazardous Material Technician	\$88.00	no bid
91	Field Project Foreman	\$72.00	no bid
92	Field Project Supervisor	\$77.00	no bid
93	Fire Extinguisher	\$8.00	no bid
94	First Aid Station	\$6.00	no bid



ITEMIZED BID FORM 2
RFP-250802
EMERGENCY DISASTER DEBRIS REMOVAL
& DISPOSAL

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Item #	Description	Hourly Rate	Day Rate
95	Flatbed Trailer	\$72.00	no bid
96	Foreman with Truck	\$89.00	no bid
97	Grounding Cable and Rod	\$6.00	no bid
98	Hand Auger, Stainless Steel	\$9.00	no bid
99	Hand Operated Transfer Pump	\$11.00	no bid
100	Hand Tools Per Employee (Shovels, brooms, etc.)	\$14.00	no bid
101	Handheld Radios	\$28.00	no bid
102	Hazardous Material Containment Area Foreman	\$79.00	no bid
103	Hazardous Material Containment Area Manager	\$92.00	no bid
104	Hazardous Material Containment Area Supervisor	\$84.00	no bid
105	Hazardous Material Containment Area Technician	\$68.00	no bid
106	Hazcat Kit	\$32.00	no bid
107	Health and Safety Specialist	\$84.00	no bid
108	Hearing Protection	\$12.00	no bid
109	HEPA Vac	\$78.00	no bid
110	High Hazard Personnel Decontamination	\$198.00	no bid
111	Inspector with Vehicle	\$76.00	no bid
112	Kappler Tape	\$16.00	no bid
113	Laborer	\$36.00	no bid
114	Leather Work Gloves	\$19.00	no bid
115	Level A Suit – Kappler Responder or Equal	\$225.00	no bid
116	Level B Suite- Kappler Responder or Equal	\$106.00	no bid
117	Low Hazard Personnel Decontamination	\$205.00	no bid
118	Mechanized Broom	\$116.00	no bid
119	Nitrile Gloves	\$32.00	no bid
120	Noeprene Gloves	\$32.00	no bid
121	Office Trailer	\$22.00	no bid
122	Oil Dry	\$18.00	no bid
123	Oil Dry Spreader	\$32.00	no bid
124	Operator with Chainsaw	\$42.00	no bid
125	Passenger Car	\$18.00	no bid
126	Peat Moss	\$16.00	no bid
127	Personal Protective Equipment/Level A Employee	\$250.00	no bid
128	Personal Protective Equipment/Level B Employee	\$145.00	no bid
129	Personal Protective Equipment/Level C Employee	\$95.00	no bid
130	Personnel Retrieval Harness	\$120.00	no bid
131	Personnel Retrieval System	\$225.00	no bid
132	Ph Paper	\$3.00	no bid
133	Photographic Equipment	\$120.00	no bid
134	Photoionization Detector	\$45.00	no bid
135	Pickup Truck	\$17.00	no bid
136	Pickup Truck, 1 Ton	\$25.00	no bid
137	Pickup Truck, 4X4	\$25.00	no bid
138	Pickup Truck, Extended Cab	\$25.00	no bid
139	Port a John	\$8.00	no bid
140	Portable Eyewash Station	\$7.00	no bid
141	Portable Light Stand	\$12.00	no bid
142	Pressure Washer	\$17.00	no bid



ITEMIZED BID FORM 2
RFP-250802
EMERGENCY DISASTER DEBRIS REMOVAL
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 Please fill in both the hourly rate and daily rate if applicable.
 If "No Bid", Please write in "No Bid".

Item #	Description	Hourly Rate	Day Rate
143	Project Coordinator	\$87.00	no bid
144	Project Engineer	\$95.00	no bid
145	Project Geologist	\$97.00	no bid
146	Proshield	\$32.00	no bid
147	PVC Boots (Hazmat)	\$45.00	no bid
148	PVC Gloves	\$17.00	no bid
149	Rain Suit	\$26.00	no bid
150	Regulatory Manager	\$85.00	no bid
151	Respirator Airline, 50' Section	\$23.00	no bid
152	Respirator Cartridges	\$14.00	no bid
153	Respirator Wipes	\$4.00	no bid
154	Safety Superintendent	\$75.00	no bid
155	Saranex	\$125.00	no bid
156	SCBA Bottle Refill	\$55.00	no bid
157	Silvershield Gloves	\$34.00	no bid
158	Skid Steer	\$115.00	no bid
159	Small Compressor	\$65.00	no bid
160	Soda Ash Bag	\$12.00	no bid
161	Spike Bar	\$2.00	no bid
162	Spill Classifier	\$3.00	no bid
163	Step Ladders	\$8.00	no bid
164	Superintendent with Truck	\$89.00	no bid
165	Survey Personnel with Vehicle	\$67.00	no bid
166	Tool Kit (Hammers, Pliers, Screwdrivers, etc.)	\$12.00	no bid
167	Toxic Gas Detector	\$34.00	no bid
168	Track-hoe 490 or Equivalent	\$145.00	no bid
169	Traffic Control Personnel	\$38.00	no bid
170	Traffic Control Vest, Cones, Flags, Barrels, etc.	\$4.00	no bid
171	Truck Driver	\$45.00	no bid
172	Tyvek	\$150.00	no bid
173	Vacuum Truck, 3,500 Gallon	\$325.00	no bid
174	Vermiculite	\$12.00	no bid
175	Water hose Section (Garden)	\$8.00	no bid
176	Wheelbarrow	\$9.00	no bid
177	Wire Welder	\$120.00	no bid
178	Wrench Kit (Bung wrench, speed wrench, etc.)	\$18.00	no bid

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.2.

Meeting Date: June 9, 2025

From: Hosea Goodwyn, Senior Buyer

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Services Agreement with Rostan Solutions, LLC., and DebrisTech, LLC., for emergency disaster debris monitoring services; and providing an effective date.

Staff Recommendation:

Staff recommends award of Request for Proposal (RPF (250902)) to Rostan Solutions, LLC and approval of the Resolution authorizing the Services Agreement.

Analysis:

As part of the City of Leesburg's ongoing emergency preparedness strategy, it is critical to have a pre-event agreement in place for disaster debris monitoring and management. This ensures timely and efficient response following hurricanes or other declared emergencies that may result in widespread debris within the city limits.

Debris monitoring is required to ensure that all removal activities are performed in accordance with FEMA regulations to support reimbursement eligibility. The selected vendor will work closely with the City and any designated debris removal contractor to track, document, and verify the scope of debris operations.

Procurement Analysis:

On March 31, 2025, the Procurement Division issued Request for Proposal 250902 for Emergency Disaster Debris Monitoring Services. On April 30, 2025, the City received two proposals from different firms that met the submission requirements. The Evaluation Committee convened on May 13, 2025, to independently evaluate each proposal based on the criteria specified in the Request for Proposal (RFP). The committee recommends awarding a contract to Rostan Solutions, LLC as the primary firm and DebrisTech, LLC as the secondary, as shown below. Note: DebrisTech, LLC declined to sign the contract as they only accept agreements when selected as the primary vendor. We seek approval in case DebrisTech, LLC services are needed due to unforeseen circumstances.

Rank	Firm Name	Score
1	<u>Rostan Solutions, LLC</u>	97
2	<u>DebrisTech, LLC</u>	91.67

3-0 unanimous vote.

Options:

1. Approve award of RFP 250902 and approval of the resolution authorizing execution of the agreement with Rostan Solutions, LLC and DebrisTech LLC; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

There will not be a fiscal impact unless an emergency event occurs. All expenses would then be submitted for possible reimbursement.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
SERVICES AGREEMENT WITH ROSTAN SOLUTIONS, LLC., AND
DEBRISTECH, LLC., FOR EMERGENCY DISASTER DEBRIS MONITORING
SERVICES; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with Rostan Solutions, LLC, whose address is 3433 Lithia Pinecrest Road, Suite 287, Valrico, Florida 33596 and DebrisTech, LLC, whose address is 923 Goodyear Boulevard, Picayune, Mississippi 39466, for emergency disaster debris monitoring services (RFP 250902).

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 9th day of June 2025.

Mayor

ATTEST:

City Clerk

FIXED UNIT PRICE AGREEMENT FOR CONTRACTOR SERVICES

THIS AGREEMENT is made as of the 9th day of June in the year 2025, 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 Rostan Solutions, LLC whose address is 3433 Lithia Pinecrest Road, Suite 287, Valrico, Florida 33596 (hereinafter referred to as the “CONTRACTOR”).

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

1. **Contract Documents.** The following documents and information are incorporated by reference and made part hereof; and shall comprise the Contract Documents.

- a. This Agreement; and
- b. Request for Proposal (RFP) 250902 Emergency Disaster Debris Monitoring Services in its entirety; and
- c. The CONTRACTOR’s response to RFP 250902 made electronically on April 30, 2025; and
- d. The Supplemental Conditions titled “Required Federal Compliance Regulations” included herein as EXHIBIT ‘A’.

2. **Scope of Services.** The CONTRACTOR shall provide Emergency Debris Monitoring Services to the CITY as listed in Invitation for Bid 250902 as described in EXHIBIT ‘B’. The unit costs of the services shall not exceed those stated in EXHIBIT ‘B’ except where the cost adjustment clause has been exercised following the initial Performance Period. Nothing herein shall limit the CITY’S right to obtain bids or proposals for services from other contractors for same or similar work.

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

4. **Payment.** All invoices shall contain the purchase order number, date and location of services provided quantity of services, CITY pay item number, item description and confirmation of acceptance of the services by the appropriate City representative. Failure to submit invoices in the prescribed manner will delay payment. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. Payment Terms are Net 30 days.

5. **Initial Term of Agreement.** The Initial Term of the Agreement will be through December 31, 2028.

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

7. **Firm Fixed Price Period.** All Pricing will be firm and fixed through December 31, 2028. Following the initial performance period, the CONTRACTOR may request a price adjustment as provided for in the Cost Adjustments section.

8. **Cost Adjustment.** Pricing for any Renewal Terms will be subject to an adjustment only if increases in the industry can be documented. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 5% per year.

The CONTRACTOR is responsible for requesting any Price Adjustment during the Contract renewal process. Any requested price increase shall be fully documented and submitted to the CITY at least sixty (60) days prior to the then current Contract term. Any approved Price Adjustment will become effective when the Contract is extended by written Amendment.

The CITY may, after examination, refuse to accept the requested Price Adjustment if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the CITY does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the CITY, the Agreement will not be renewed.

9. **Termination for Convenience or Cause.**

a. **For Convenience.** The CITY may terminate this Agreement at any time without cause by providing the CONTRACTOR with SEVEN (7) calendar days advance notice in writing, delivery by email is acceptable. In the event of termination for convenience, all finished or unfinished deliverable items prepared by the CONTRACTOR under this Agreement shall, at the option of the CITY, become the CITY's property. If the Agreement is terminated for convenience by the CITY as provided herein, the CONTRACTOR shall be paid for services satisfactorily completed, less payment or compensation previously made. The CONTRACTOR shall not incur any additional expenses after receiving the written notice of termination.

b. **For Cause or Default.** If, through any cause, the CONTRACTOR should fail to fulfill in a timely and proper manner its obligations under this Agreement, other than for the instances listed below due to "Force Majeure," the CITY will have the right to terminate this Agreement by providing a written notice (Show Cause Notice) to the CONTRACTOR requiring a written response due within FIVE (5) calendar days from receipt of the written notice as to why the Agreement should not be terminated for default. The CITY's Show Cause Notice shall include an Agreement termination date at least SEVEN (7) calendar days subsequent to the due date for the CONTRACTOR's response. Should the CONTRACTOR fail to respond to such show cause notice, or if the CITY determines that the reasons provided by the CONTRACTOR for failure of the CONTRACTOR to fulfill its contractual obligations do not justify continuation of the contractual relationship, the Agreement shall be considered to have been terminated for

default on the date indicated in the Show Cause Notice. Should the CITY determine that the CONTRACTOR provided adequate justification that a termination for default is not appropriate under the circumstances; the CITY shall have a unilateral option to either continue the Agreement according to the original contract provisions or to terminate the contract for convenience. In the event that the CITY terminates the contract for default, all finished or unfinished deliverable items under this contract prepared by the CONTRACTOR shall, at the option of the CITY, become CITY property, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding this compensation, the CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of this Agreement, and the CITY may withhold any payment due the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the CITY from such breach can be determined.

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

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

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

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

Upon receipt of a termination action, for convenience or cause, the CONTRACTOR shall promptly discontinue all affected work (unless the notice directs otherwise) and deliver or otherwise make available to the City all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the CONTRACTOR in performing this contract, whether completed or in process.

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

11. **Insurance Requirements.**

a. Scope of Insurance - The CONTRACTOR shall procure and maintain at its own expense, the following minimum insurance coverage, unless otherwise specified in the Contract Documents.

- i All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least A: VII.
- ii The CONTRACTOR shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractors work.
- iii 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.
- iv The required insurance shall not limit the liability of the CONTRACTOR. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the CONTRACTOR's interests or liabilities, but are merely required minimums.
- iv The provisions of the required insurance are subject to the approval of the City's Risk Manager, and upon request, the CONTRACTOR shall make available certified copies of the various policies for inspection.
- v All liability insurance, except professional liability, shall be written on an occurrence basis.
- vi The CONTRACTOR waives its right of recovery against the CITY to the extent permitted by its insurance policies.
- vii Insurance required of the CONTRACTOR, or any other insurance of the CONTRACTOR shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims which arise out of the agreement, Contract or lease.

b. Certificate of Insurance - The CONTRACTOR shall provide evidence of required minimum insurance by providing the CITY an ACORD or other Certificate of Insurance in forms acceptable to the Risk Manager for the CITY, before any work under the agreement, Contract or lease begins.

- i Except for workers' compensation and professional liability, the CONTRACTOR's insurance policies shall be endorsed to name the City of Leesburg as additional insured to the extent of the agreement, Contract or lease.

- ii The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows: **City of Leesburg, Attn: Purchasing Manager, P.O. Box 490630, Leesburg, Florida 34749-0630.**
- iii The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
- iv The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.
- v The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.
- vi The CONTRACTOR, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the CONTRACTOR's liability coverage(s).

c. Comprehensive General Liability - The CONTRACTOR shall purchase and maintain Commercial General Liability coverage on forms no more restrictive than the latest editions of the Commercial General Liability policies of the Insurance Services Office (ISO). The Commercial General Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for bodily and personal injury and property damage liability for premises, operations, products and completed operations*, independent Contractors, Contractual liability covering the agreement, Contract or lease, broad form property damage coverage, and property damage resulting from explosion, collapse or underground exposures (x, c, u).

- i. For remodeling and construction projects, the CONTRACTOR shall purchase and maintain products and completed operations coverage for a minimum of three (3) years beyond the CITY's acceptance of the project.

d. Business Automobile Liability - The CONTRACTOR shall purchase and maintain Business Automobile Liability coverage on forms no more restrictive than the latest editions of the Business Automobile Liability policies of the Insurance Services Office (ISO). The Business Automobile Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for claims for bodily injury and property damage arising from the use of motor vehicles, including on-site and off-site operations, and owned, non-owned and hired vehicles, and employee non-ownership use.

e. Workers' Compensation - The CONTRACTOR shall purchase and maintain Workers' Compensation insurance for all workers' compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee with \$500,000 policy limit for disease.

12. **Waiver of Lien.** The CONTRACTOR agrees to make payment of all proper charges for labor and materials supplied and CONTRACTOR shall hold harmless the CITY

against any claim arising out of any unpaid bills for labor, services, or materials furnished for the project covered by this Agreement.

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

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

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

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

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

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

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.

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

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

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

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

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

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

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

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

21. **Independent Contractor.** The CONTRACTOR agrees that he or she is an independent contractor and not an agent, joint venture, or employee of the CITY, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits provided by the CITY to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the

CITY to the CONTRACTOR. CONTRACTOR will be responsible for paying his own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. The CONTRACTOR shall be solely and primarily responsible for his and her acts during the performance of this Agreement.

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

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

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

25. **Contact Person.** The primary contact person under this Agreement for each party is listed here. Contact person and information may be updated as needed by written, electronic mail is acceptable, communication to the other party. Notifying party shall receive confirmation the other party has received the change to the Contact Person.

CONTRACTOR Contact Information

Name/Title: Travis Mays, Principal/Vice President

Address: 3433 Lithia Pinecrest Road, Suite 287

City, State & Zip: Valrico, FL 33596

Telephone: 813-333-7042

Email Address: tmays@rostan.com

CITY Contact Information

Name/Title: Neil Gaines, Deputy Director of Public Works

Telephone: 352-728-9786. Mobile: 352-571-0989.

Email Address: Neil.Gaines@leesburgflorida.gov

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

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

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

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

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

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

30. **Employment Eligibility.** Effective 12:01 AM EST January 1, 2021, the CONTRACTOR becomes 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.

31. **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.

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

33. **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.

ROSTAN SOLUTIONS, LLC

By: 

Printed: Travis Mays

Its: Principal/Vice President
(Title)

CITY OF LEESBURG, FLORIDA

Alan Reisman, Mayor

ATTEST:

City Clerk

Approved as to form:

City Attorney

EXHIBIT 'A'
REQUIRED FEDERAL COMPLIANCE REGULATIONS
FOR EMERGENCY RELIEF PROGRAM
DEBRIS REMOVAL/MONITORING AGREEMENTS

Federal regulations apply to all City of Leesburg contracts using Federal funds as a source for the solicitation of goods and services. Respondents shall not take exception to any part of these regulations. Doing so shall result in rejection of their response. Contract awardees must comply with the following Federal requirements:

1. ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL

The Contractor shall allow access by the grantee, sub grantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.

2. AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

The Contractor shall ensure compliance with all requirements imposed by ADA, and regulations of the federal government issued there under.

3. CLEAN AIR AND WATER ACTS

The Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1386), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and sub grants of amounts in excess of \$100,000).

4. CONTRACT WORK HOURS AND SAFETY STANDARDS

The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and sub grantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).

5. CONVICT LABOR

Ensure compliance with the Convict Labor prohibition in 23 U.S.C. 114 whereby Convict Labor cannot be used in Emergency Relief Programs subject to FHWA funding.

6. COPELAND ANTI-KICKBACK ACT

The Contractor shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and sub grants for construction or repair).

7. COPYRIGHTS

The Grantee is free to copyright original work developed in the course of or under the agreement. FEMA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes. Publication resulting from work performed under this agreement shall include an acknowledgement of FEMA financial support, by grant number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA views.

8. DISADVANTAGED BUSINESS ENTERPRISES (DBE) CONTRACTORS

The contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 C.F.R., Part 23, as amended, have the maximum opportunity to participate in the performance of contracts and this agreement. In this regard, contractor shall take all necessary and reasonable steps in accordance with 49 C.F.R., Part 23, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. The contractor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of federal assisted contracts.

9. ENERGY POLICY AND CONSERVATION ACT

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

10. EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall ensure compliance with all requirements of Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60) and orders of the U.S. Secretary of Labor and imposed pursuant to 23 U.S.C. 140.

11. SUSPENDED AND DEBARRED CONTRACTORS

FHWA and FEMA prohibit contracts with debarred contractors. Recipients of Federal funds are prohibited from doing business with contractors who have been suspended or debarred. Contractors debarred, suspended, or proposed for debarment are excluded from receiving contracts, and agencies shall not solicit offers from, award contracts to, or consent to subcontracts with these contractors. Contractor awardees shall ensure they solicit offers from, award contracts to, and consent to subcontracts with responsible contractors only.

12. REPORTING

Reports Submission: Per 44 CFR 13.50, when the appropriate grant award performance period expires, the Grantee shall submit the following documents within 90 days: (1) Financial performance or Progress Report; (2) Financial Status Report (SF 269) or Outlay Report and Request for Reimbursement for Construction Programs (SF-271) (as applicable); (3) Final request for payment (SF-270) (if applicable); (4) Invention disclosure (if applicable); and (5) Federally-owned property report.

Reports Acceptance: FEMA shall review the Grantee reports, perform the necessary financial reconciliation, negotiate necessary adjustments between the Grantee's and FEMA's records, and close out the grant in writing.

13. RETENTION OF ALL RECORDS

The Contractor is required to retain all records for seven (7) years after grantees or sub grantees make final payments and all other pending matters are closed.

[END OF EXHIBIT 'A']

EXHIBIT 'B'

PROPOSAL AMOUNT					
ITEM #	DESCRIPTION	QTY	UOM	UNIT PRICE	EXTENDED PRICE (QTY x UNIT PRICE)
1	Project Manager	300	HR	\$ 85.00	\$ 25,500.00
2	Operations Manager	300		75.00	22,500.00
3	Data/Computer	100	HR	\$ 70.00	\$ 7,000.00
4	Billing/Invoicing	100	HR	\$ 30.00	\$ 3,000.00
5	Field Supervisor	1,000	HR	\$ 48.00	\$ 48,000.00
6	Tower Monitor	1,000	HR	\$ 36.00	\$ 36,000.00
7	Field Monitor	3,000	HR	\$ 36.00	\$ 108,000.00
(Used For Evaluation Purposes) GRAND TOTAL					\$ 250,000.00

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.3.

Meeting Date: June 9, 2025

From: Tracey Dean, (Airport Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute Amendment One to the existing contract with J WALTON MOWING, INC.; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the proposed amendment authorizing J Walton Mowing, Inc. to enter into an agreement extending the terms of the original agreement for an additional three (3) years, for the continued provision of Large Area Mowing Services at the City's Airport.

Analysis:

The City of Leesburg maintains a large area mowing contract to ensure the upkeep and safe condition of grass-covered areas at the Leesburg International Airport. Proper mowing is essential for airfield visibility, wildlife hazard reduction, and compliance with FAA regulations.

Due to increased wild hog activity over the past year, the airfield grounds have experienced accelerated wear and uneven terrain, which has raised the level of effort and equipment impact required to perform regular mowing. The contractor has requested an adjustment to account for this additional strain and to sustain the quality of service over the extended term.

Procurement Analysis:

The proposed contract amendment includes an extension term of three (3) additional years and a 5% increase to the original contract amount, resulting in a revised total contract value of \$68,540.00. Staff has reviewed the contractor's request and finds the adjustment to be reasonable given the current site conditions, specifically the increased wear on the airfield caused by wild hog activity. The added maintenance effort justifies the rate adjustment, and the overall contract remains cost-effective when compared to current market rates for similar services.

Options:

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

Fiscal Impact:

The current Airport Operating Budget includes funds for this expense.

Account No.	048-8021-542-4625
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Budget	\$68,540.00
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Available	\$68,540.00
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RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
AMENDMENT ONE TO THE EXISTING CONTRACT WITH J WALTON
MOWING, 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 Agreement One with J Walton Mowing, Inc, whose address is Post Office Box 1526, 9276 County Road 765E, Webster, Florida 33597, for Large Area Mowing Services to the City's Airport.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 9th day of June 2025.

Mayor

ATTEST:

City Clerk

**AMENDMENT ONE
LARGE AREA MOWING SERVICES
ON A TIME & MATERIAL BASIS**

THIS AGREEMENT is made as of the day of 2025, between **THE CITY OF LEESBURG, FLORIDA** a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the “CITY”), and **J WALTON MOWING, INC.** whose address is Post Office Box 1526, 9276 County Road 765E, Webster, Florida 33597 (“CONTRACTOR”).

WITNESSETH:

THAT, on August 22, 2022, the CITY and CONTRACTOR entered into a Time & Materials Agreement whereby the CONTRACTOR agreed to provide Large Area Mowing Services to the CITY’s Airport (hereinafter referred to as the “Agreement”).

WHEREAS, the parties wish to extend the term of the Agreement and have entered into this Amendment for that purpose.

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

1. RECITALS

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

2. AMENDMENT

- a. **Renewal Term.** The parties agree to extend the term of the agreement an additional one (3) year through August 22, 2028.
- b. **Hourly Labor Rates.** Hourly labor rates have been increased. The new annual cost will be \$68,540.00 and replace the rates included in the original Agreement.
- c. **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 may not be awarded a public contract for a period of ONE (1) year after the date of termination.

3. MODIFICATION

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

4. COUNTERPARTS

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.

"THIS SPACE INTENTIONALLY LEFT BLANK"

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement for professional services.

“J WALTON MOWING, INC”

By: 
Its: owner/operator
(Title)

CITY OF LEESBURG, FLORIDA

Alan Reisman, Mayor

ATTEST:

J. Andi Purvis, City Clerk

Approved as to form:

William Watson, City Attorney

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.1.

Meeting Date: June 9, 2025

From: Brad Chase, (Electric Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the approval to reimburse a portion of the Developer's (Leesburg Development III, LLC) cash payment, regarding the electric service to the development known as Lake Griffin Reserve Subdivision; and providing an effective date.

Staff Recommendation:

Staff recommends that a check be issued to Leesburg Development III, LLC in the amount of \$141,696.00 dollars with respect to the Electric Developer's Agreement signed January 12, 2022.

Analysis:

On January 12, 2022, an Electric Service Agreement between the City of Leesburg and Leesburg Development III, LLC for the development known as Lake Griffin Reserve was executed. At that time, the Developer paid the City of Leesburg \$150,552.00 for the construction of the electric utilities needed to serve the subdivision. As of May 19, 2025, 96 of the 102 lots have had meters set and their individual meter consumption has exceeded 1,850 kwhr of energy usage. As per the Agreement, the Developer shall be reimbursed \$1,476.00 per lot or a sum of \$141,696.00 dollars.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

These funds which were received in FY 22 are available to be reimbursed.
Account No. 041-0000-237-1100

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE APPROVAL TO REIMBURSE A PORTION
OF THE DEVELOPER'S (LEESBURG DEVELOPMENT III, LLC) CASH
PAYMENT, REGARDING THE ELECTRIC SERVICE TO THE
DEVELOPMENT KNOWN AS LAKE GRIFFIN RESERVE SUBDIVISION;
AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the City Commission hereby authorizes and approves execution of a partial reimbursement payment to Leesburg Development III, LLC, in the amount of \$141,696.00 dollars.

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 9th day of June 2025.

Mayor

ATTEST:

City Clerk



Developer: Leesburg Development III, LLC
246 North Westmonte DR
Altamonte Springs, FL 32714

RE: Lake Griffin Reserve

Leesburg Development III, LLC, the Developer of
Lake Griffin Reserve, has requested the City of Leesburg
Electric Department to design the electric distribution facilities for the above-mentioned project.
The project is located in Leesburg, Lake County, Florida. This development
has been reviewed and approved by the City of Leesburg.

The developer will be charged according to the City of Leesburg ("City") Municipal Code
Sec. 25-474. Installation of electric distribution facilities. An estimated cost of installation of
both underground and overhead distribution facilities has been created by the City Electric
Department. This cost is for the installation of primary and secondary electric distribution facilities
only and does not include service conductors or services to individual homes. These are typically
charged a flat fee on a per service basis up to 100'. The contractor will be responsible for the
installation of non-residential services to the point of service determined by the City. The
developer's letter of agreement (attached to this letter) explains the costs to the developer.

The City Electric Department requires utility easements to be dedicated in the final plat of
subdivisions, or granted to the City prior to installation of electric utilities. Please refer to **Sec 25-450. Utility easements** in the Code of Ordinances.

The City Electric Department requires that all areas are to be at or near final grade before
installation of any electric utilities. All property corners and lot lines shall be staked prior to
installation. The developer will maintain proper clearances from all electric facilities. All road
crossings will be installed prior to stabilized base. Any crossings not installed prior to this, will be
installed by pit and mole or directional bore (City Electric Department will determine the method
selected), and the developer shall bear the total cost. These and any other additional costs shall be

paid before the electric distribution facilities are energized. The developer will be responsible for any compaction required due to the installation of electric facilities.

The developer can choose to install the conduit supplied by the City Electric Department, following the City installation guidelines. The developer may receive a credit against the cost of the installation of the underground electric distribution facilities, not to exceed the estimated cost, if the developer chooses to install the conduit. The conduit shall be inspected by an employee of the City Electric Department prior to backfilling the trench. All conduits covered before this inspection is accomplished shall be uncovered by the developer at his cost and the developer shall be charged a return fee. All conduits shall have a pull string installed to insure the continuity of the conduit. Any conduits found to be plugged or damaged at the time wire is scheduled to be pulled in shall be cleared and / or repaired at the cost of the developer.

The final service locations are indicated on the subdivision drawing included with this letter. Any deviations from this plan or the designated service locations shall incur additional charges, which shall be borne by the developer. These charges shall include all material, labor and other expenses incurred by the City Electric Department as a result of the deviation. It will be the developer's responsibility to contact an Electric Service Planner at the City Electric Department to "spot" all new service locations. The City Electric Department's "Service Requirements" booklet can be requested online at ***LeesburgFlorida.Gov/Electric***.

A pre-construction meeting will be scheduled by the developer with the City Electric Service Planner who is assigned to the project, the City Deputy Director or his designee, the City Contract Supervisor, and representatives of the developer. Contact will be made by the developer with the City Deputy Director to schedule all work. The developer shall be responsible for coordination between the various trades, contractors, and utilities working on the project to insure a minimum amount of re-work, corrective actions, and delays. The City Deputy Director can be reached at 352-728-9786, extension 2011.

Sincerely,



Brad Chase, Electric Director



Al Minner, City Manager

Appendix 1-Design Information

Subdivision Information <u>100</u> Residential single family homes, _____ Town Homes, _____ Condos, _____ Duplexes _____ Apartment units in _____ buildings, _____ Commercial Lots, _____ Commercial Units in _____ Buildings
Residential Units are : ☐ Total Electric ☒ Electric and Gas Electric Appliances will include: ☒ Range/oven ☒ Heat ☒ Hot Water Heater ☐ Clothes Drier ☐ Pool Heater The average AC size is <u>4</u> ton. The average electrical service is <u>200</u> amps. The average square foot of Residential house is <u>2200</u> Sq. Ft.
Lift station ☐ Yes ☒ No Voltage _____. Size of Motors _____ Horsepower, Service Size will be _____ Amps
Additional Services Gateway/Entrance feature ☒ Yes ☐ No - If Yes, Service size <u>100</u> Amps Qty. <u>1</u> Irrigation Meters ☐ Yes ☒ No - If Yes, Service size _____ Amps Qty. _____ Clubhouse or Rec. room ☒ Yes ☐ No - If Yes, Service size <u>200</u> Amps Voltage <u>240V</u> Pool ☐ Yes ☒ No - If Yes, Service size _____ Amps Subdivision will have lighted entrance signs and a community building. _____ _____ _____ _____



City of Leesburg Electric Department
Developer's Agreement

Developer: Leesburg Development III, LLC

Address 246 North Westmonte DR

City/State/zip: Altamonte Springs, FL 32714

COL Work order # 1168950 Date 1/12/22

The above-mentioned developer has requested the City of Leesburg ("CITY") Electric Department to design and install underground electric distribution facilities in the development " Lake Griffin Reserve ".

The estimated cost of installing overhead electric distribution facilities is \$ 168,708.00 .
The estimated cost of installing underground electric distribution facilities is \$ 150,552.00 .
The estimated cost of installing underground electric distribution facilities with the developer's contractor installing the conduit is \$ 130,560.00 .

The estimated costs for Charges in Aid to Construction (CIAC) for the extension of lines and or for the electric feeds for rental lights in the subdivision is \$ 6,465.00 . This is a non-refundable cost. The developer will provide a cashier's check for that amount.

In accordance with Sec.25-474 of the Municipal Code, the developer will be responsible for the cost difference between the overhead electric distribution facilities and the underground electric distribution facilities, if there is one. In this case, the cost difference between overhead and underground distribution is null, because the estimated cost of underground is less than the overhead.

The developer will receive a credit per meter based on the per meter cost of the less

expensive underground electric distribution facilities, As permanent service is connected and a normal flow of electric energy is registered and accumulates 1,850 kWh per meter. This per meter charge will be refunded or credited back up to 4 years from the date of acceptance of this agreement. There will be 102 new meters within this development.

The acceptance of this agreement must be within 90 days of the date above.

See the next pages for the options for payment to install electric infrastructure in the subdivision.



Developer Options for payment.

The developer has selected one of the options below for payment.

Option #1 X Cash Option

The developer has chosen to pay the full cost of the project up front with a certified check.

\$ 168,708.00, is the estimated cost of the overhead distribution facilities.

\$ 150,552.00, is the estimated cost of the underground distribution facilities, which is less than the estimated overhead costs. The cost of the underground distribution will be refunded at the rate of \$ 1,476.00 per meter, as each meter is set and accumulates 1,850 kWh energy usage. The contractor has up to four years from the date of this agreement to have all meters set and each meter must accumulate 1,850 kWh energy usage. Any fees for meters not set and/or meters that have not achieved the required kWh usage within that four year time frame, will not be refunded, and becomes property of the City Electric Department.

\$ 6,465.00 is due for Charges in Aid to Construction (CIAC) for line extensions or installation of electric feeds for rental lights. This is non-refundable.

The contractor will provide a cashier's check in the full amount of \$ 157,017.00, (the Underground costs, plus any CIAC) made out to the City of Leesburg. This money will need to be paid at the time this agreement is signed.



The Developer has chosen Option # 1 from above.

Developer:

The undersigned have full authority to act on behalf of the developer.

Leesburg Development III, LLC, a Florida
limited liability company, Date 1/12/22

[Signature], Manager Date _____

Stephen Hoffman, Manager

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.2.

Meeting Date: June 9, 2025

From: Brad Chase, (Electric Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an agreement between the City of Leesburg and the Florida Department of Transportation (FDOT), regarding execution of the RISA (Roadway Illumination Services Agreement) for the capital costs associated with the purchase and installation of lighting; and providing an effective date.

Staff Recommendation:

Staff recommends authorizing the agreement between the City of Leesburg and the Florida Department of Transportation (FDOT), regarding the execution of the RISA (Roadway Illumination Services Agreement).

Analysis:

FDOT has reviewed the project and approved the lighting request under their RISA methodology at the intersection of State Road 44 and Lone Oak Drive. Under the RISA Agreement, FDOT will reimburse the City of Leesburg for their capital costs associated with the purchase and installation of the lighting. The estimated cost of materials and labor is \$47,055.00 dollars, which will be reimbursed by FDOT.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

Upfront Electrical Capital Costs will be \$47,055.00. These funds will be reimbursed by FDOT. A budget adjustment will be processed to add this project to the current Electric Capital Projects budget.

Account No. 041-1099-531-xxxx

Project No. TEXT

WF No. TEXT

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
AN AGREEMENT BETWEEN THE CITY OF LEESBURG AND THE FLORIDA
DEPARTMENT OF TRANSPORTATION (FDOT), REGARDING EXECUTION
OF THE RISA (ROADWAY ILLUMINATION SERVICES AGREEMENT) FOR
THE CAPITAL COSTS ASSOCIATED WITH THE PURCHASE AND
INSTALLATION OF LIGHTING; 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 enter into an agreement with the Florida Department of Transportation (FDOT), regarding execution of the RISA (Roadway Illumination Services Agreement) for the capital costs associated with the purchase and installation of the lighting.

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 9th day of June 2025.

Mayor

ATTEST:

City Clerk

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Financial Project ID: 441137-1-58-01	Federal Project ID: NA
County: Lake	State Road No.: 44
District Document No: NA	
Utility Agency/Owner (UAO): City of Leesburg Electric	

THIS AGREEMENT, entered into this _____ day of _____, year of _____, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as the "**FDOT**", and **City of Leesburg Electric**, hereinafter referred to as the "**UAO**";

WITNESSETH:

WHEREAS, the **UAO** owns poles located within the road right of way, the road identified as State Road 44, at Lone Oak Dr and the midblock crossing at MP 1.707 (the Road), which poles are available for the installation of lighting (said poles being hereinafter referred to as the "Poles"); and

WHEREAS, the **FDOT** desires to have the Road illuminated; and

WHEREAS, the **UAO** is an electric utility as defined in Section 366.02(2), Florida Statutes; and

WHEREAS, the **FDOT** has determined that it is in the best interest of the public to enter into an agreement with **UAO** pursuant to Section 337.11(15), Florida Statutes under which the **UAO** will illuminate the Road;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the **FDOT** and the **UAO** hereby agree as follows:

1. Provision of Illumination Services

- a. The **UAO** shall illuminate the Road in accordance with **FDOT** standards. Subject to the terms and conditions contained herein, illumination services shall continue until such time as **FDOT** notifies the **UAO** to discontinue the illumination services.
- b. The **UAO** shall be responsible for taking any and all actions as may be necessary to illuminate the Road, including, but not necessarily limited to, installation of such facilities and equipment as is necessary to properly illuminate the Road.
- c. Prior to installation of the equipment and facilities to illuminate the Road, the **UAO** shall provide such information (including a proposed work schedule) as is requested by the **FDOT** in order for the **FDOT** to verify that the illumination is acceptable and will be in accordance with **FDOT** standards, and that all work to be performed on **FDOT** right of way will be performed properly in accordance with **FDOT** standards for performance of such work. The **UAO** shall make such changes to the proposed illumination as the **FDOT** requests.
- d. The **UAO** shall notify the appropriate **FDOT** office in writing prior to beginning installation of the equipment and facilities to provide the illumination services and when the **UAO** stops, resumes, or completes the work. The work shall be completed within the time frame as specified in the schedule provided by the **UAO** to the **FDOT** pursuant to subparagraph 1.c. above.

2. Cost of Illumination Services

- a. The **FDOT** agrees to pay the **UAO**, after illumination services have begun, a one-time service charge equal to the incremental costs that the **UAO** incurred for installing the equipment and facilities for providing the illumination of the Road. The incremental costs are estimated to be \$ 50,000. The **UAO** shall obtain written approval from the **FDOT** prior to incurring any incremental costs which exceed the estimated amount stated above.
- b. The method to be used in calculating the incremental costs shall be one of the following (check which option

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applies):

- ☒ Actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.
- ☐ Actual and related indirect costs accumulated in accordance with an established accounting procedure developed by the **UAO** and approved by the **FDOT's**. (If this option is selected, the **UAO** shall provide written evidence of such approval).
- ☐ An agreed lump sum as supported by a detailed analysis of estimated costs prepared prior to the execution of this Agreement.

3. Invoice Procedures for Cost of Illumination Services

The following terms and conditions apply to the invoice submitted pursuant to this Agreement for payment of the cost of illumination services:

- a. The **UAO** shall submit a final invoice to the **FDOT** for payment of all costs within one hundred and eighty (180) days after illumination services have commenced. The **UAO** waives all right of payment for invoices submitted more than one hundred eighty (180) days after illumination services have commenced.
- c. The totals for labor, overhead, travel expenses, transportation, equipment, materials and supplies, handling costs and all other services shall be shown. Materials shall be itemized where they represent major components. Salvage credits from recovered and replaced permanent and recovered temporary materials shall be reported in relative position with the charge for the replacement or the original charge for temporary use.
- d. All invoices shall be submitted in triplicate and shall show the description and site of the project and the location where the records and accounts invoiced can be audited. Adequate reference shall be made in the invoicing to the **UAO's** records, accounts, and other relevant documents.
- e. All cost records and accounts shall be maintained in the auditable condition for a period of eight hundred twenty (820) days after final payment is received by the **UAO** and shall be subject to audit by a representative of the **FDOT** at any reasonable time during this eight hundred twenty (820) day period.
- f. Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Such detail shall include, but not be limited to, a separation of costs for work performed by **UAO's** employees and work performed by **UAO's** contractor.
- g. Invoices for any travel expenses shall be submitted in accordance with Section 112.061, Florida Statutes. A state agency may establish rates lower than the maximum provided in Section 112.061, Florida Statutes.
- h. Upon receipt of an invoice, the **FDOT** has thirty (30) days to inspect and approve the goods and services. The **FDOT** has twenty (20) days from the latter of the date the invoice is received or the goods or services are received, inspected and approved to deliver a request for payment (voucher) to the Department of Financial Services or to return the invoice to the **UAO**.
- i. If a warrant in payment of an invoice is not issued within forty (40) days from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty, as established pursuant to Section 215.422, Florida Statutes, will be due and payable in addition to the invoice amount, to the **UAO**. Interest penalties of less than one (1) dollar will not be enforced unless the **UAO** requests payment. Invoices which have to be returned to the **UAO** because of **UAO's** preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the **FDOT**. In the event of a bona fide dispute, the **FDOT's** voucher shall contain a statement of the dispute and authorize payment only of the undisputed amount.
- j. In accordance with Section 287.0582, Florida Statutes, the State of Florida's performance and obligation to

pay under this contract is contingent upon an annual appropriation by the legislature.

- k. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Chief Financial Officer's Hotline, 1-800-848-3792.
- l. In accordance with the Florida Statutes, the **FDOT**, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The **FDOT** shall require a statement from the comptroller of the **FDOT** that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the **FDOT** which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one (1) year. For this purpose, the individual work orders shall be considered to be the binding commitment of funds.
- m. **PUBLIC ENTITY CRIME INFORMATION STATEMENT:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- n. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

4. Maintenance of Illumination Equipment and Facilities

The following terms and conditions shall apply to the equipment and facilities used to provide the illumination services after illumination services have begun:

- a. The equipment and facilities shall at all times remain the property of and be properly protected and maintained by the **UAO** in accordance with the then current Utility Accommodation Manual and the current utility permit for the equipment and facilities.
- b. The equipment and facilities shall be maintained pursuant to a separate agreement between a city or county and the **UAO**. In the event that the city or county fails to comply with that separate agreement, the **UAO** may terminate the illumination services, provided, however, that the **UAO** shall first notify the **FDOT** in writing and provide the **FDOT** with a reasonable opportunity to cure the noncompliance prior to terminating the illumination services.
- c. The **UAO** shall not engage in any act or omission which in any way interferes with the continued provision of illumination services, including, without limitation, granting rights to third parties with respect to the equipment and facilities which interferes with the continued provision of illumination services.

5. Default

- a. In the event that the **UAO** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, the **FDOT** may exercise one or more of the following

options, provided that at no time shall the **FDOT** be entitled to receive double recovery of damages:

- (1) Terminate this Agreement if the breach is material and has not been cured within 60 days from written notice thereof from **FDOT**.
 - (2) Pursue a claim for damages suffered by the **FDOT**.
 - (3) Withhold invoice payments until the breach is cured.
 - (4) Offset any damages suffered by the **FDOT** or the public against payments due under this Agreement. The right to offset shall be limited to actual claim payments made by **FDOT** to third parties.
 - (5) Suspend the issuance of further permits to the **UAO** for the placement of utilities on **FDOT** property if the breach is material and has not been cured within 60 days from written notice thereof from **FDOT** until such time as the breach is cured.
 - (6) Pursue any other remedies legally available.
- b. In the event that the **FDOT** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in the Agreement, the **UAO** may exercise one or more of the following options:
- (1) Terminate this Agreement if the breach is material and has not been cured within 60 days from written notice thereof from the **UAO**.
 - (2) If the breach is a failure to pay an invoice for cost of the illumination services, pursue any statutory remedies that the **UAO** may have for failure to pay invoices.
 - (3) Pursue any other remedies legally available.
- c. Termination of this Agreement shall not relieve either party from any obligations it has pursuant to other agreements between the parties and from any statutory obligations that either party may have with regard to the subject matter hereof.

6. Indemnification

FOR GOVERNMENT-OWNED UTILITIES,

To the extent provided by law, the **UAO** shall indemnify, defend, and hold harmless the **FDOT** and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the **UAO**, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which **FDOT** or said parties may be subject, except that neither the **UAO**, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the **FDOT** or any of its officers, agents, or employees during the performance of this Agreement.

When the **FDOT** receives a notice of claim for damages that may have been caused by the **UAO** in the performance of services required under this Agreement, the **FDOT** will immediately forward the claim to the **UAO**. The **UAO** and the **FDOT** will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the **FDOT** will determine whether to require the participation of the **UAO** in the defense of the claim or to require the **UAO** to defend the **FDOT** in such claim as described in this section. The **FDOT's** failure to notify the **UAO** of a claim shall not release the **UAO** from any of the requirements of this section. The **FDOT** and the **UAO** will pay their own costs for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all costs.

FOR NON-GOVERNMENT-OWNED UTILITIES,

The **UAO** shall indemnify, defend, and hold harmless the **FDOT** and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the **UAO**, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which **FDOT** or said parties may be subject, except that neither the **UAO**, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the **FDOT** or any of its officers, agents, or employees during the performance of this Agreement.

The **UAO's** obligation to indemnify, defend, and pay for the defense or at the **FDOT's** option, to participate and associate with the **FDOT** in the defense and trial of any damage claim or suit and any related settlement negotiations, shall arise within fourteen (14) days of receipt by the **UAO** of the **FDOT's** notice of claim for indemnification to the **UAO**. The notice of claim for indemnification shall be served by certified mail. The **UAO's** obligation to defend and indemnify within fourteen (14) days of such notice shall not be excused because of the **UAO's** inability to evaluate liability or because the **UAO** evaluates liability and determines the **UAO** is not liable or determines the **FDOT** is solely negligent. Only a final adjudication or judgment finding the **FDOT** solely negligent shall excuse performance of this provision by the **UAO**. The **UAO** shall pay all costs and fees related to this obligation and its enforcement by the **FDOT**. The **FDOT's** delay in notifying the **UAO** of a claim shall not release **UAO** of the above duty to defend.

7. Force Majeure

Neither the **UAO** nor the **FDOT** shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an act of God, war, riots, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimate duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

8. Miscellaneous

a. The **UAO** shall fully comply with the provisions of Title VI of the Civil Rights Act of 1964 and any subsequent revisions thereto in connection with the illumination services covered by this agreement, and such compliance will be governed by the method checked below:

- ☒ The **UAO** will provide all or part of such illumination services by a contractor paid under a contract let by the **UAO**, and the Appendix "A" of Assurances transmitted with the issued work order will be included in said contract let by the **UAO**.
- ☐ The **UAO** will perform all of the illumination services entirely with the **UAO's** forces and Appendix "A" of Assurances is not required.
- ☐ The illumination services involved are agreed to by way of just compensation for the taking of the **UAO's** facilities on right-of-way in which the **UAO** holds a compensable interest, and Appendix "A" of Assurances is not required.
- ☐ The **UAO** will provide all such illumination services entirely by continuing contract, which contract to provide all future illumination services was executed with the **UAO's** contractor prior to August 3, 1965, and Appendix "A" of Assurances is not required.

b. The **UAO** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **UAO** in conjunction with this Agreement. Specifically, if the **UAO** is acting on behalf of a public agency the **UAO** shall:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the **UAO**.

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- (2) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (4) Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the **UAO** upon termination of the contract 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 Department in a format that is compatible with the information technology systems of the Department.

Failure by the **UAO** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department. The **UAO** shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of the **UAO** and shall promptly provide the Department a copy of the **UAO's** response to each such request.

- c. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto.
- d. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining provisions hereof.
- e. Time is of the essence in the performance of all obligations under this Agreement.
- f. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. The **UAO** shall have a continuing obligation to notify each District of the **FDOT** of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices shall be sent to the following addresses:

If to the **UAO**:

City of Leesburg Electric ATT: Steve Davis Service Planner Supervisor

2010 Griffin Rd.

Leesburg, FL 34748

If to the **FDOT**

Ayman A. Mohamed, P.E. (District Traffic Design Engineer)

719 S. Woodland Blvd

DeLand FL, 32720

- g. **UAO**:
 1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the **UAO** during the term of the contract; and
 2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ROADWAY ILLUMINATION SERVICES AGREEMENT

710-010-53
UTILITIES
OGC – 07/13
Page 7 of 7

9. Certification

This document is a printout of an **FDOT** form maintained in an electronic format and all revisions thereto by the **UAO** in the form of additions, deletions, or substitutions are reflected only in an Appendix entitled Changes to Form Document and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the **UAO** hereby represents that no change has been made to the text of this document except through the terms of the appendix entitled Changes to Form Document."

You MUST signify by selecting or checking which of the following applies:

- ☐ No changes have been made to this Form Document and no Appendix entitled "Changes to Form Document" is attached.
- ☒ No changes have been made to this Form Document, but changes are included on the attached Appendix entitled "Changes to Form Document."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written.

UTILITY: City of Leesburg Electric

BY: (Signature) _____

DATE: _____

(Typed Name: Alan Reisman)

(Typed Title: The Mayor of Leesburg)

District Utility Office

BY: (Signature) _____

DATE: _____

FDOT Legal review

BY: (Signature) _____

DATE: _____

District Counsel

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

BY: (Signature) _____

DATE: _____

(Typed Name: James S. Stroz, Jr., P.E.)

(Typed Title: Director of Transportation Development)

FEDERAL HIGHWAY ADMINISTRATION (if applicable)

BY: (Signature) _____

DATE: _____

(Typed Name: _____)

(Typed Title: _____)

APPENDIX
CHANGES TO FORM DOCUMENT

UAO: **City of Leesburg Electric**
Financial Project ID: **441137-1-58-01**

1. District Traffic Design Engineer can sign this agreement for the District Utility Office.
2. The Roadway Illumination Services Agreement ("Agreement") between the State of Florida Department of Transportation ("FDOT") and **City of Leesburg Electric** ("UAO") is amended to include the Scope of Work provided in Attachment A.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ROADWAY ILLUMINATION SERVICES AGREEMENT

ATTACHMENT A

SCOPE OF WORK

Financial Project ID: **441137-1-58-01**

UAO: **City of Leesburg Electric**

SCOPE OF SERVICE DESCRIPTION

- UAO shall illuminate SR 44 in accordance with FDOT design standards and provided lighting plans in Exhibit A:
- The scope of work includes retrofitting existing light fixtures and installing new lighting poles with attached arms and fixtures as shown in the provided lighting plans in Exhibit A.

For Intersection Lighting Projects

UAO shall adhere to lane closure restriction periods as shown in the following table:

No	Side Street	Milepoint	No Lane Closure Periods Roadway ID: 11002000
1	Lone Oak Dr	MP 1.539	Eastbound From 7:00 AM – 9:00AM To 4:00 PM – 6:00 PM Westbound From 7:00 AM – 9:00 AM To 4:00 PM – 6:00 PM
2	Midblock Crossing	MP 1.707	

- The cost for all work to be completed by UAO under this agreement is provided in the UAO CIAC in Exhibit B.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ROADWAY ILLUMINATION SERVICES AGREEMENT

Exhibit A

Lighting Plans

Financial Project ID: **441137-1-58-01**

SR 44 at Lone Oak Drive Analysis

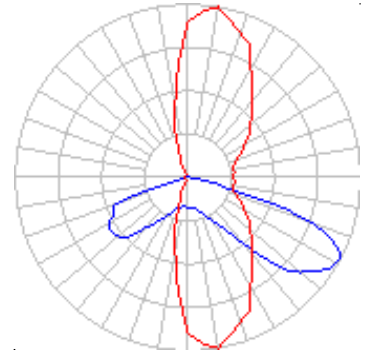
Proposed Conditions

10/3/2022

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
EB Vertical_1	Illuminance	Fc	3.72	N.A.	N.A.	N.A.	N.A.
NB Vertical_1	Illuminance	Fc	1.67	N.A.	N.A.	N.A.	N.A.
SB Vertical_1	Illuminance	Fc	2.81	N.A.	N.A.	N.A.	N.A.
SR 44 at Lone Oak Dr	Illuminance	Fc	4.45	8.8	1.1	4.05	8.00
WB Vertical_1	Illuminance	Fc	2.57	N.A.	N.A.	N.A.	N.A.

Luminaire Location Summary					
Pole No	Label	X	Y	M.H.	Angle
1	MGLEDM_P6_40K_XXXXXX_MR	367764.481	1625807.951	35	269.644
2	MGLEDM_P6_40K_XXXXXX_MR	367824.907	1625725.435	37.5	90.231
3	MGLEDM_P6_40K_XXXXXX_MR	367891.894	1625820.686	37.5	0
4	MGLEDM_P6_40K_XXXXXX_MR	367960.187	1625712.584	37.5	180.143
5	MGLEDM_P6_40K_XXXXXX_MR	367983.737	1625722.671	37.5	90.064
6	MGLEDM_P6_40K_XXXXXX_MR	368036.045	1625807.493	37.5	270

Angle are measured from East = 0 degrees and are approximate in nature
Coordinates In Feet



Luminaire Schedule				
Qty	Label	Description	Arm	Lum. Lumens
6	MGLEDM_P6_40K_XXXXXX_MR	MGLEDM P6 40K XXXXXX MR	1	34390



Michael J. Fury, PE
Patel, Greene & Associates, LLC
12570 Telecom Drive
Temple Terrace, FL 33637
Voice Number : 813-978-3100 ext 307
Fax Number :
Email Address : Michael.Fury@PatelGreene.com

SR 44 at Mid-Block Crossing Analysis

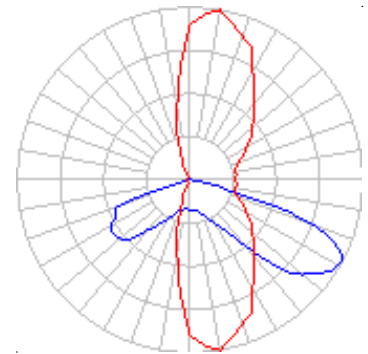
Proposed Conditions

10/3/2022

Calculation Summary			
Label	CalcType	Units	Avg
EB Mid-Block_1	Illuminance	Fc	3.08
WB Mid-Block_1	Illuminance	Fc	4.26

Luminaire Location Summary					
Pole No	Label	X	Y	M.H.	Angle
1	MGLEDM_P6_40K_XXXXXX_MR	368777.882	1625718.479	37.5	89.602
2	MGLEDM_P6_40K_XXXXXX_MR	368833.265	1625792.994	37.5	269.516

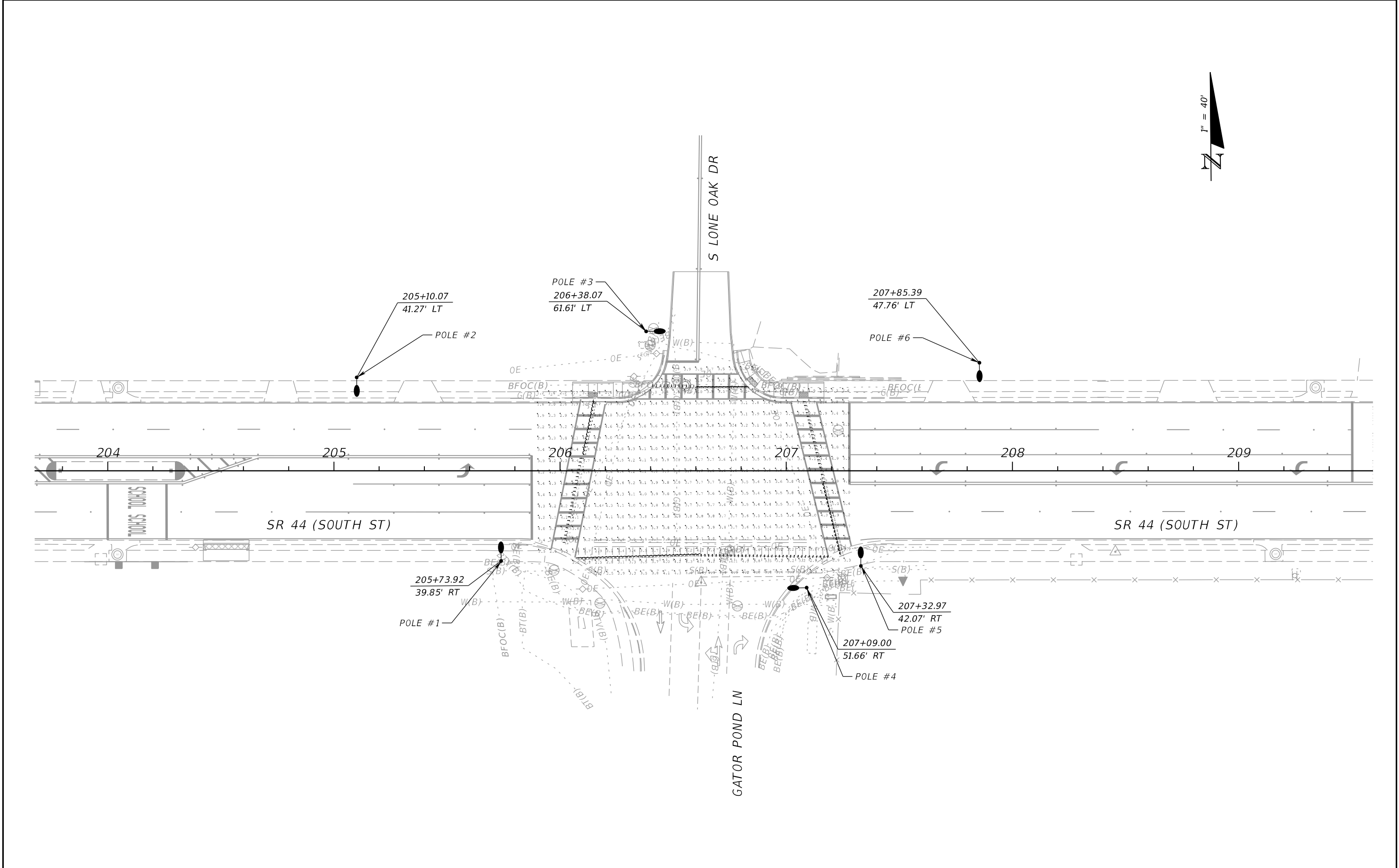
Angle are measured from East = 0 degrees and are approximate in nature
Coordinates In Feet



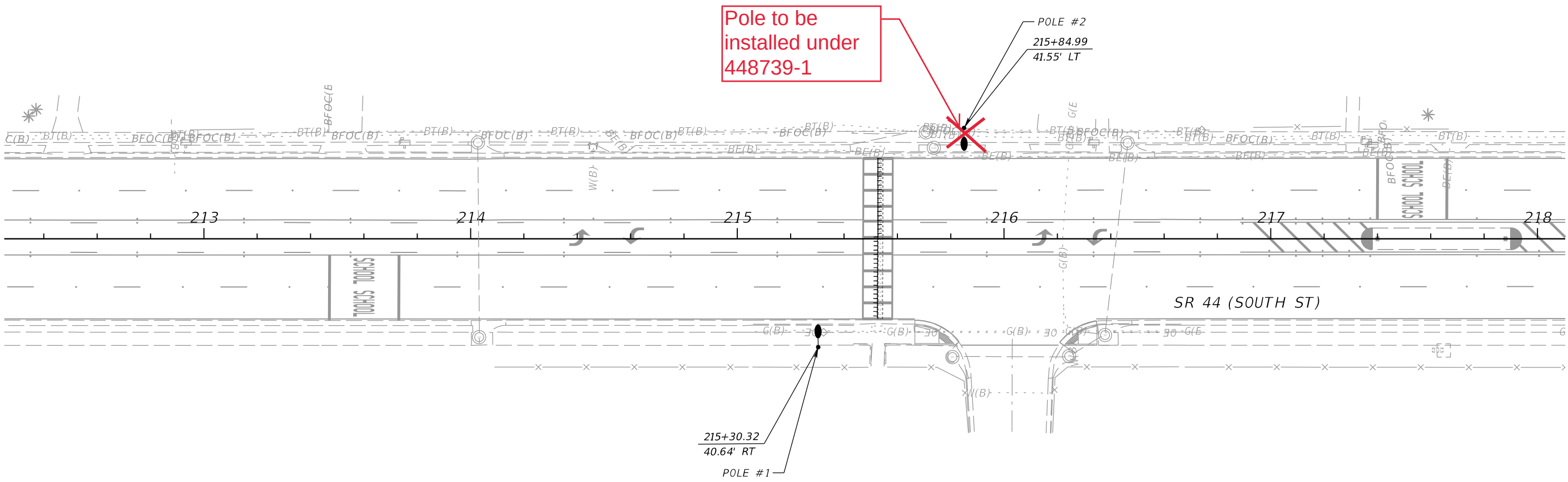
Luminaire Schedule				
Qty	Label	Description	Arm	Lum. Lumens
2 1	MGLEDM_P6_40K_XXXXXX_MR	MGLEDM P6 40K XXXXX MR	1	34390



Michael J. Fury, PE
Patel, Greene & Associates, LLC
12570 Telecom Drive
Temple Terrace, FL 33637
Voice Number : 813-978-3100 ext 307
Fax Number :
Email Address : Michael.Fury@PatelGreene.com



REVISIONS				MICHAEL J. FURY, P.E. P.E. LICENSE NUMBER 86909 PATEL, GREENE AND ASSOCIATES, LLC 12570 TELECOM DRIVE TEMPLE TERRACE, FL 33637	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			PHOTOMETRIC PLAN (1)	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					SR 44	LAKE	441137-1-52-01		



REVISIONS				MICHAEL J. FURY, P.E. P.E. LICENSE NUMBER 86909 PATEL, GREENE AND ASSOCIATES, LLC 12570 TELECOM DRIVE TEMPLE TERRACE, FL 33637	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			PHOTOMETRIC PLAN (2)	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					SR 44	LAKE	441137-1-52-01		

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ROADWAY ILLUMINATION SERVICES AGREEMENT

Exhibit B

City of Leesburg Electric CIAC
Financial Project ID: **441137-1-58-01**

Lopez, Neida

From: Mohamed, Ayman
Sent: Wednesday, May 21, 2025 3:49 PM
To: Steve Davis
Cc: Lopez, Neida; Bogart, Rachel
Subject: RE: Risa 441137-1

Steve,
We will request the additional funds and start getting the RISA ready for your signature and get it executed for your work start.
Thank you
Ayman

Ayman A. Mohamed, PhD, PE, PTOE
District Traffic Design Engineer

Florida Department of Transportation
719 S. Woodland Blvd.
DeLand, FL 32720
(386) 943-5332

ayman.mohamed@dot.state.fl.us



From: Steve Davis <Steve.Davis@leesburgflorida.gov>
Sent: Wednesday, May 21, 2025 1:30 PM
To: Mohamed, Ayman <Ayman.Mohamed@dot.state.fl.us>
Subject: Risa 441137-1
Importance: High

EXTERNAL SENDER: Use caution with links and attachments.

Ayman,

The estimate on the risa for 441137-1 is low. This is the two locations on SR 44 at Lone Oak and just south of Lone oak. The new estimate is around **\$50,000** for the work to be completed. DO we have approval from FDOT to spend the extra funds? This is because of the updated costs of materials. I will need this answer asap, as we want to move the Risa forward to be approved by the City Commission. I had asked this question before and did not receive a written answer.

Steven C. Davis
Electric Service Planner Supervisor
City of Leesburg Electric Department

Please Note: Florida has a very broad public records law. Most written communications to or from government officials regarding government business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

Think before you print.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ROADWAY ILLUMINATION SERVICES AGREEMENT

Exhibit C

Funds Approval

Financial Project ID: **441137-1-58-01**

To: Ayman.Mohamed@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION FUNDS APPROVAL

AT363

5/23/2025

CONTRACT INFORMATION

Contract:	AT363
Contract Type:	AF - UTILITIES JOIN PROJ (UTIL JT PT)
Method of Procurement:	R - RAILROAD/UTILITIES AGREEMENT
Vendor Name:	CITY OF LEESBURG
Vendor ID:	F596000362027
Beginning Date of This Agreement:	05/22/2025
Ending Date of This Agreement:	05/22/2050
Contract Total/Budgetary Ceiling:	ct = \$50,000.00
Description:	Utility Agency Leesburg Electric to install highway lightingsystem on SR 44 at Lone Oak Dr and one midblock crossing

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR JASON ADANK, CPA, COMPTROLLER ON 5/23/2025

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55054010508
Expansion Option:	A5
Object Code:	563000
Amount:	\$50,000.00
Financial Project:	44113715801
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2025
Budget Entity:	55150200
Category/Category Year:	088716/25
Amendment ID:	O001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: \$50,000.00

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.1.

Meeting Date: June 9, 2025

From: Dan Miller, (Planning and Zoning Director), Dianne Yekel, (Senior Planner)

Subject: An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 37.48 +/- acres; and being generally located east of Radio Road and north of U.S. Highway 441, lying in Section 01, Township 19 South, Range 25 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 5; and providing an effective date. (Old Mill Subdivision ANNX)

Staff Recommendation:

The Planning and Zoning staff recommend approval of the proposed ordinance for annexation of 37.48 +/- acres.

Analysis:

The applicant has submitted a request for annexation of approximately 37.48 +/- acres, generally located east of Radio Road and north of U.S. Highway 441, as shown on the attached Extended Aerial Map. At this time, the property is vacant and undeveloped. The current zoning is Lake County A (Agriculture) and R-6 (Urban Residential District); the proposed zoning is City PUD (Planned Unit Development). The reason for this request is for the developer to utilize City utilities and Codes for future development of 32 townhomes and 110 single-family homes.

The property is surrounded by Lake County PUD (Planned Unit Development), A (Agriculture), RMRP (Mobile Home Rental Park District), R-6 (Urban Residential District) and City PUD (Planned Unit Development). Under the conditions of the PUD (Planned Unit Development) zoning case, which is also on this agenda, the proposed request is consistent with the existing patterns of development in the Radio Road Area.

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 Planning

Commission at the public hearing held on March 20, 2025.

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 37.48 +/- ACRES; AND BEING GENERALLY LOCATED EAST OF RADIO ROAD AND NORTH OF U.S. HIGHWAY 441, LYING IN SECTION 01, TOWNSHIP 19 SOUTH, RANGE 25 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 5; AND PROVIDING AN EFFECTIVE DATE. (OLD MILL SUBDIVISION ANNEX)

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

Section 1

Based upon the petition of Tara L. Tedrow, Esq. on behalf of Village Lake Promenade, "Permittee" 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 here by is assigned to City Commission District 5;

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 the 9th day of June 2025.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Old Mill Subdivision (Radio Road / Cannon's Cove)

LEGAL DESCRIPTION:

That part of the South 600 feet of Lot 8, in Block 41, in Silver Lake Estates, a subdivision Lake County, Florida, according to the revised and corrected Plat of Resubdivision of Silver Lake Estates recorded in Plat Book 10, Pages 66 through 69, inclusive of the Public Records of Lake County, Florida, more particularly described as follows:

Begin at a 5"x5" concrete monument at the Southeast corner of said Lot 8, thence N 89°51'31" W along the South line of said Lot 8 for 200.13 feet, thence N 00°01'17" W for 599.99 feet to a point on the North line of the South 600 feet of said Lot 8, thence S 89°52'34" E along said North line for 185.03 feet to a point on the West right-of-way line of Pershing Road, thence S 00°01'59" E along said West right-of-way for 100.00 feet, thence S 89°52'34" E for 14.98 feet to a Point on the East line of said Lot 8, thence S 00°01'59" E along said East line for 500.05 feet to the Point of Beginning.

LEGAL DESCRIPTION:

Lots 1, 2, 3, 4, 5, 6, 7 and 8, Block 42, according to the Plat of Silver Lake Estates, filed 17 June, 1917, and recorded in Plat Book 3, Page 26, Public Records of Lake County, Florida.

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**CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY**

DATE: January 9, 2025
OWNER: Village Lake Promenade, LLC
PETITIONER: Lowndes
PROJECT: Old Mill Subdivision
REQUEST: Small Scale Comprehensive Plan to Leesburg Estate Residential and Rezoning to PUD (Planned Unit Development)
CASE NO.: SSCP-24-420, PUD-24-421

GENERAL LOCATION: East of Radio Road and North of U.S. Highway 441

FUTURE LAND USE DESIGNATION: Lake County Urban Low Density Residential

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Lake County Urban Medium Density
South – Lake County Urban Medium Density, City of Leesburg General Commercial
East – Lake County Urban Medium Density
West – Lake County Urban Medium Density

PROPOSED FUTURE LAND USE DESIGNATION: City Leesburg Estate Residential

EXISTING ZONING DESIGNATION: Lake County A (Agriculture) and R-6 (Urban Residential District)

SURROUNDING ZONING DESIGNATIONS:

North – Lake County PUD (Planned Unit Development), A (Agriculture)
South – Lake County PUD (Planned Unit Development), Lake County A (Agriculture), Lake County RMRP (Mobile Home Rental Park District), and City PUD (Planned Unit Development)
East – Lake County RMRP (Mobile Home Rental Park District)
West – Lake County PUD (Planned Unit Development), Lake County A (Agriculture), and Lake County R-6 (Urban Residential District)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

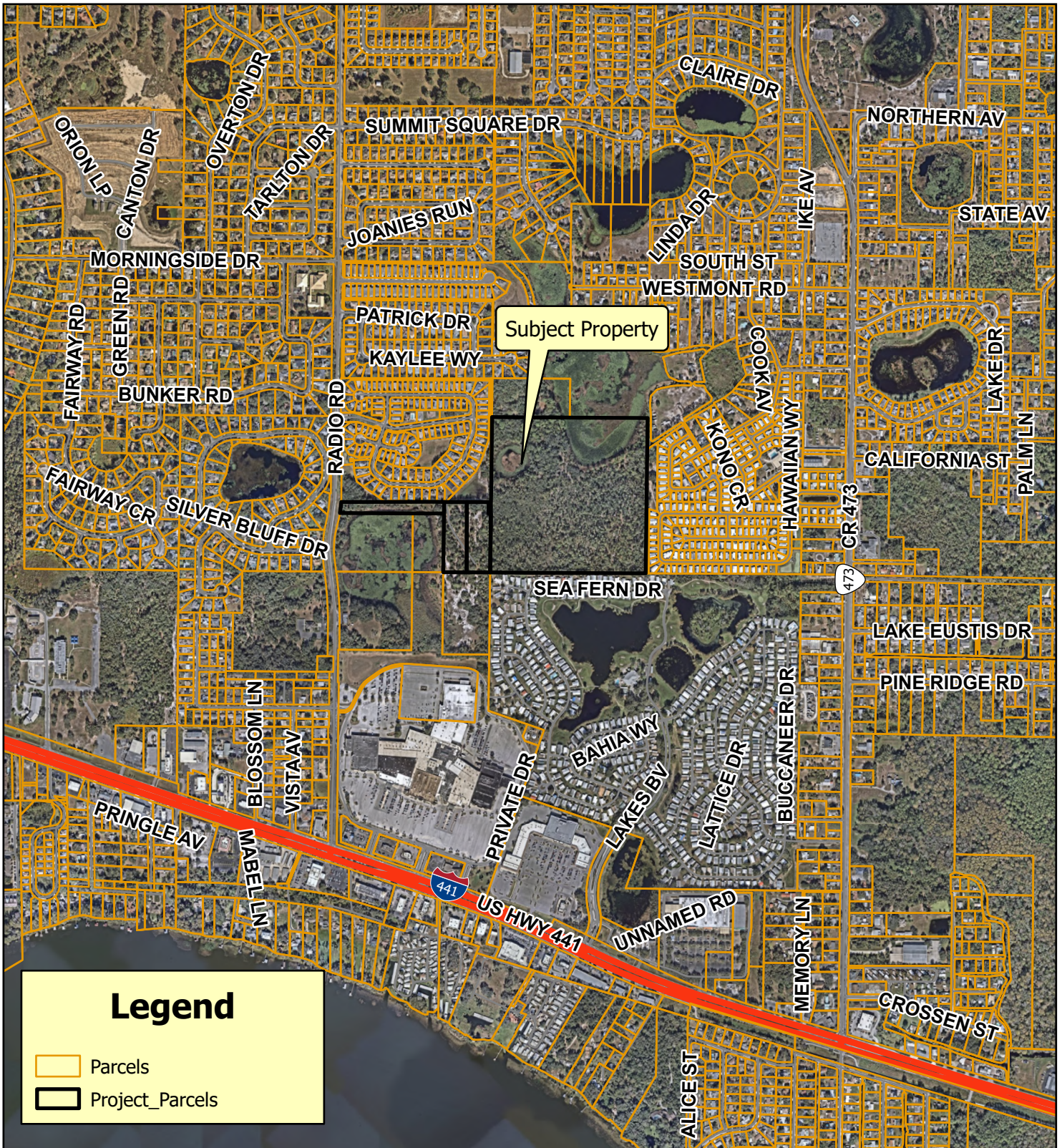
EXISTING LAND USE: Vacant Undeveloped

SURROUNDING LAND USE:

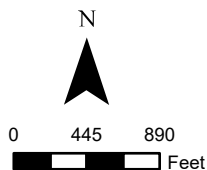
North – Single Family, Manufactured Home, Gov't Submerged
South – Manufactured Home Park, Vacant Gov't, Lake Square Mall, Office
East – Single Family Open Storage
West – Single Family

PROPOSED LAND USE: Single-family lots and attached townhomes with amenities

Extended Aerial

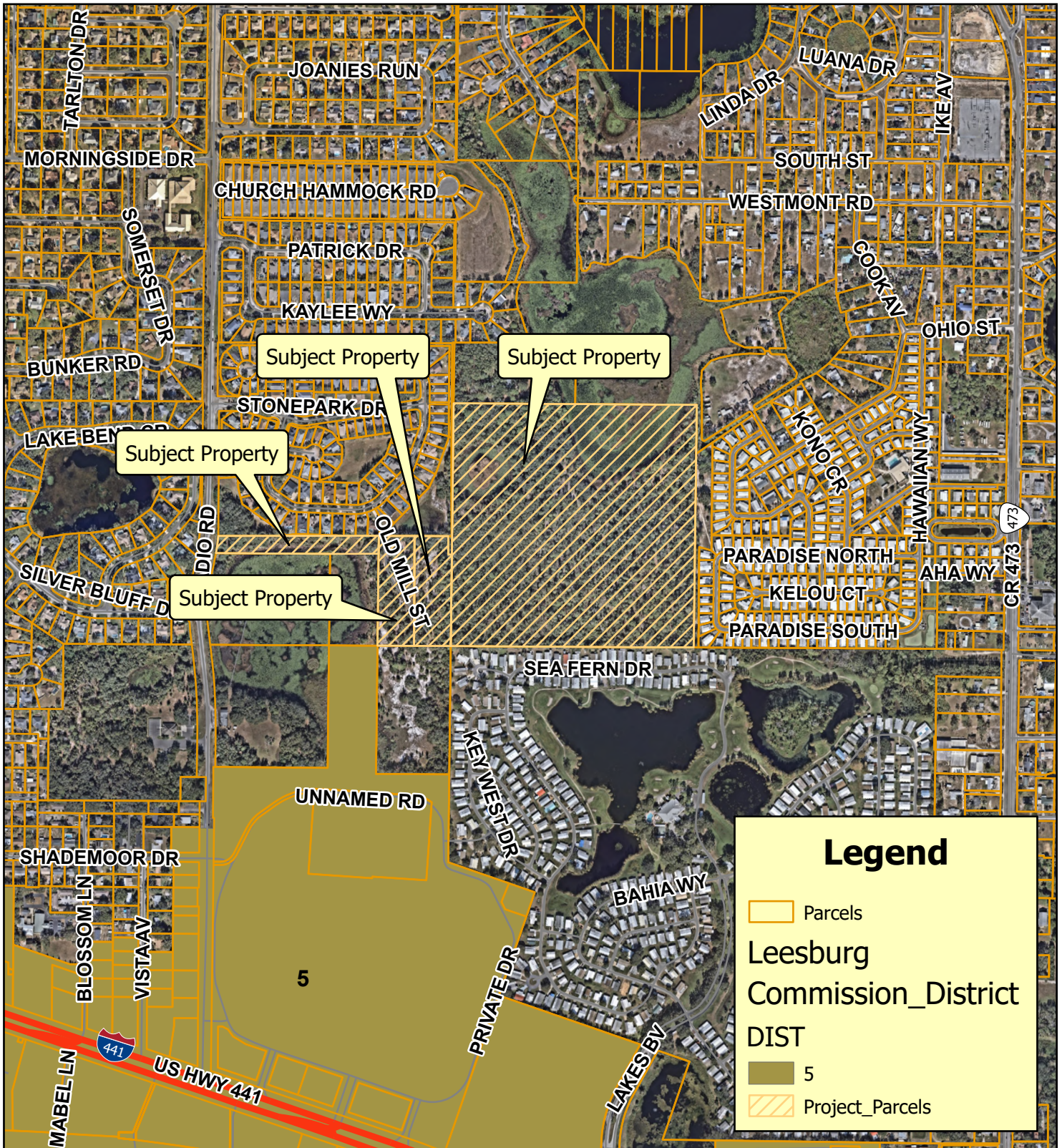


Planning
& Zoning
Division

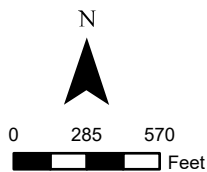


Old Mill Subdivision
ANNX-24-419, SSCP-24-420, PUD-24-421
AK#s 1274168, 1274184, 3889883, 1734801
Section 01, Township 19, Range 25 East
January 8, 2025

Commission District

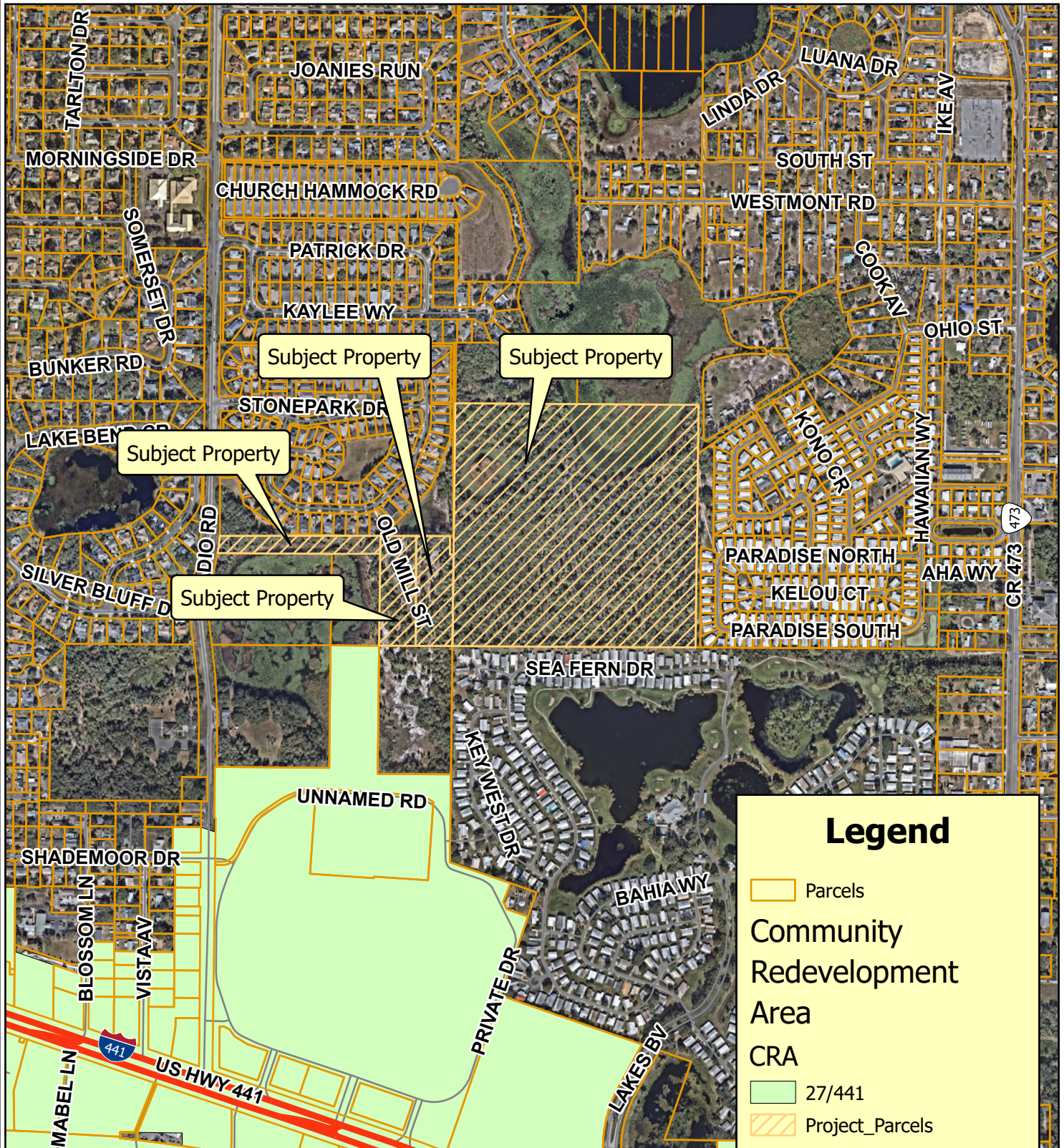


Planning
& Zoning
Division

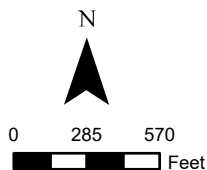


Old Mill Subdivision
ANNX-24-419, SSCP-24-420, PUD-24-421
AK#s 1274168, 1274184, 3889883, 1734801
Section 01, Township 19, Range 25 East
January 8, 2025

Community Redevelopment Area



**Planning
& Zoning
Division**



Old Mill Subdivision
 ANNX-24-419, SSCP-24-420, PUD-24-421
 AK#s 1274168, 1274184, 3889883, 1734801
 Section 01, Township 19, Range 25 East
 January 8, 2025

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.2.

Meeting Date: June 9, 2025

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 real property consisting of approximately 37.48 +/- acres; and being generally located east of Radio Road and north of U.S. Highway 441, lying in Section 01, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Old Mill Subdivision SSCP)

Staff Recommendation:

The Planning & Zoning Staff recommend approval of the proposed small-scale comp plan amendment of the City's Future Land Use Map on 37.48 +/- acres from Lake County Urban Low Density to City of Leesburg Estate Residential.

Analysis:

The project site is approximately 37.48 acres. The property is generally located east of Radio Road and north of U.S. Highway 441. Currently, the property is vacant undeveloped. The proposed use is 32 townhomes and 110 single-family homes. The surrounding Future Land Use Map designations of Lake County Urban Medium Density and City of Leesburg General Commercial 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.

This property lies within the ISBA (Interlocal Service Boundary Area) agreement. This agreement, which was approved by City Commission on November 24, 2014, allows property within the ISBA area but outside the current city limits to be annexed and obtain City of Leesburg utility services.

The Planning Commission held a public hearing on the application on March 20, 2025, and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the requested small-scale comprehensive plan amendment from Lake County Regional Commercial to City of Leesburg General Commercial; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

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 REAL PROPERTY CONSISTING OF APPROXIMATELY 37.48 +/- ACRES; AND BEING GENERALLY LOCATED EAST OF RADIO ROAD AND NORTH OF U.S. HIGHWAY 441, LYING IN SECTION 01, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (OLD MILL SUBDIVISION SSCP)

WHEREAS, the City Commission has received 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 37.48 +/- acres of land generally located east of Radio Road and north of US Highway 441 from Lake County Urban Low Density to City of Leesburg Estate Residential, as shown on the revised map of said area, lying in Section 01, Township 19 South, Range 25 East, Lake County, Florida;

Section 2.

That this amendment is hereby transmitted to the Florida Department of Commerce 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 the 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 the 9th day of June 2025.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Old Mill Subdivision (Radio Road / Cannon's Cove)

LEGAL DESCRIPTION:

That part of the South 600 feet of Lot 8, in Block 41, in Silver Lake Estates, a subdivision Lake County, Florida, according to the revised and corrected Plat of Resubdivision of Silver Lake Estates recorded in Plat Book 10, Pages 66 through 69, inclusive of the Public Records of Lake County, Florida, more particularly described as follows:

Begin at a 5"x5" concrete monument at the Southeast corner of said Lot 8, thence N 89°51'31" W along the South line of said Lot 8 for 200.13 feet, thence N 00°01'17" W for 599.99 feet to a point on the North line of the South 600 feet of said Lot 8, thence S 89°52'34" E along said North line for 185.03 feet to a point on the West right-of-way line of Pershing Road, thence S 00°01'59" E along said West right-of-way for 100.00 feet, thence S 89°52'34" E for 14.98 feet to a Point on the East line of said Lot 8, thence S 00°01'59" E along said East line for 500.05 feet to the Point of Beginning.

LEGAL DESCRIPTION:

Lots 1, 2, 3, 4, 5, 6, 7 and 8, Block 42, according to the Plat of Silver Lake Estates, filed 17 June, 1917, and recorded in Plat Book 3, Page 26, Public Records of Lake County, Florida.

0894373\204668\13707942v1



CITY OF LEESBURG PLANNING & ZONING DEPARTMENT RECOMMENDATIONS

DATE: March 20, 2025
OWNER: Village Lake Promenade, LLC
PETITIONER: Lowndes
PROJECT: Old Mill Subdivision
REQUEST: Small Scale Comprehensive Plan to Leesburg Estate Residential
CASE NO.: SSCP-24-420

THE PLANNING & ZONING DEPARTMENT 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 Small Scale Comprehensive Plan (SSCP) amendment is compatible with the adjacent future land use designations of Lake County Urban Medium Density and City of Leesburg General Commercial.
3. The proposed zoning classification of PUD (Planned Unit Development) is compatible, as conditioned, with the current surrounding zoning districts of Lake County PUD (Planned Unit Development), A (Agriculture), RMRP (Mobile Home Rental Park District), R-6 (Urban Residential District) and City of Leesburg PUD (Planned Unit Development).
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 Medium Density to City of Leesburg Estate Residential and forward this recommendation to the City Commission for consideration.

**CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY**

DATE: January 9, 2025
OWNER: Village Lake Promenade, LLC
PETITIONER: Lowndes
PROJECT: Old Mill Subdivision
REQUEST: Small Scale Comprehensive Plan to Leesburg Estate Residential and Rezoning to PUD (Planned Unit Development)
CASE NO.: SSCP-24-420, PUD-24-421

GENERAL LOCATION: East of Radio Road and North of U.S. Highway 441

FUTURE LAND USE DESIGNATION: Lake County Urban Low Density Residential

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Lake County Urban Medium Density
South – Lake County Urban Medium Density, City of Leesburg General Commercial
East – Lake County Urban Medium Density
West – Lake County Urban Medium Density

PROPOSED FUTURE LAND USE DESIGNATION: City Leesburg Estate Residential

EXISTING ZONING DESIGNATION: Lake County A (Agriculture) and R-6 (Urban Residential District)

SURROUNDING ZONING DESIGNATIONS:

North – Lake County PUD (Planned Unit Development), A (Agriculture)
South – Lake County PUD (Planned Unit Development), Lake County A (Agriculture), Lake County RMRP (Mobile Home Rental Park District), and City PUD (Planned Unit Development)
East – Lake County RMRP (Mobile Home Rental Park District)
West – Lake County PUD (Planned Unit Development), Lake County A (Agriculture), and Lake County R-6 (Urban Residential District)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

EXISTING LAND USE: Vacant Undeveloped

SURROUNDING LAND USE:

North – Single Family, Manufactured Home, Gov't Submerged
South – Manufactured Home Park, Vacant Gov't, Lake Square Mall, Office
East – Single Family Open Storage
West – Single Family

PROPOSED LAND USE: Single-family lots and attached townhomes with amenities

**CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY**

DATE: May 22, 2025
OWNER: Village Lake Promenade, LLC
PETITIONER: Lowndes
PROJECT: Old Mill Subdivision
REQUEST: Small Scale Comprehensive Plan to Leesburg Estate Residential and Rezoning to PUD
(Planned Unit Development)
CASE NO.: SSCP-24-420, PUD-24-421

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 02/14/2025

FIRE

The following contains comments from Leesburg Fire Department:

In reference to Case Number SSCP-24-420; PUD-24-421

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 SSCP-24-420; PUD-24-421 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 base life support (BLS) unit arrived in 240 seconds or less travel time.

Amanda Stevenson 01/30/2025

ELECTRIC

“Electric has no issues. This will be serviced by Leesburg Electric and will fall under our subdivision provisions for costs.” – Steve Davis 01/30/2025

GAS

“No comment.” – Wayne Williams 01/31/2025

GIS

GIS has no comments. – Nicholas Tota 01/30/2025

BUILDING

No comments received as of 02/14/2025

PUBLIC WORKS

Please see attached letter.

ADDRESSING

No comments received as of 02/14/2025

ECONOMIC DEVELOPMENT

No comments received as of 02/14/2025

LAKE COUNTY PUBLIC WORKS

No comments received as of 02/14/2025

LAKE COUNTY SCHOOLS

“The Old Mill Subdivision (142 DU) is subject to school concurrency review. The applicant can reach out to myself or Helen LaValley (lavalleyh@lake.k12.fl.us) for more information on the process.” – Helen LaValley - 01/30/2025

PUBLIC RESPONSES

General Comments

Questions of concern:

- 1-If or when has the developer held a meeting to gather information and public interest comments?
- 2-Requesting documentation for the Environmental Impact Studies/information for the project.
- 3-Documentation of Code requirements of Urban Low Density and City Estate Residential?
- 4-Documents of the Traffic Impact Study.

You can send these documents to my email-bringingbalance@icloud.com

Thank you in advance and see you at the hearing on Thursday @4:30

Respectfully,

Rebecca Bierwirth

My name is Jim Weesies at 190 Paradise N Leesburg.

This is regarding the change of use of land behind our Molokai. I would expect the plans to include a 8 foot high concrete wall to cut down the noise from the new development. Thank you.

Sincerely Jim Weesies 352-343-3978

Approval

No comments received as of 02/14/2025

Disapproval

Planning and Zoning, and to whom it concerns:

I am emailing your department to voice my concern about a proposed development (Old Mill Subdivision) that will adversely affect my residence and neighbors in the *Stonegate Subdivision* on Irongate Drive.

Although I respect the developer's property rights and have no issue with development in general, I was absolutely taken aback by the proposed access road that will run through a wetland area directly in the backyard of all of the pre-existing homes in the 3300 block of Irongate Drive. I can't believe this would even be a consideration with the wetland area and residential property lines immediately abutting the proposed roadway.

In reviewing universal building codes, specifically for *Access Road feasibility*, I found the feasibility of constructing access roads shall be analyzed from the nature of the existing adjacent Land Use; e.g., commercial tracts with short front setbacks that may not be able to accommodate an access road. Other conditions that may make Access Roads unfeasible are, but are not limited to, roadside areas with Lakes, Wetlands, Utility Corridors, and Existing Buildings, which would certainly make this access road unviable for this proposed project.

The artist's rendering of the road also displays added trees flanking both sides of the roadway. This would be a concern for all of the properties that have an elevated barrier wall on their rear property lines, as the root systems would undoubtedly encroach subterraneous to the existing elevated barrier wall, and most of the homes have inground pools which would create further concern for ground failure and collapse.

I'm not aware of the required setback requirements for access roads, but this ingress/egress road would literally be within 30 feet of my bedroom window, and fifteen feet from the back edge of my pool. Having said that, the noise, light from road illumination, stormwater runoff, vibration, and other negative impacts of two hundred cars accessing the 110-unit development would be unreasonable and likely unbearable for the people who have lived on Irongate Drive for at least two decades.

In closing, please reconsider the viability of the proposed access road for this project. Two adjacent properties would be much better suited for access to the property in question. One is the Lake Square Mall itself, which already shares an access road with the *Lakes at Leesburg* community, and the other is the closed radio station that I believe is currently for sale and provides a larger swath of land width for a two-lane road to access the proposed subdivision.

Thank you for your consideration in this matter.

Christine Iozzi

33132 Irongate Drive
Leesburg, FL 34788

Christine V. Iozzi

Senior Paralegal for Brent C. Miller, Esquire
Law Offices of Brent C. Miller, P.A.
205 East Burleigh Boulevard
Tavares, Florida 32778
Telephone: 352-343-7400
Writer's Direct Fax: 352-253-1227
Christine@bcmillerlaw.com

Planning and Zoning Members, Commissioners, and to whom it concerns;

I am emailing your department to voice my concern with the proposed development (Old Mill Subdivision) that will adversely affect my residence and neighbors in the Stonegate Subdivision on Irongate Drive.

Although I respect the developer's property rights and have no issue with development in general, I was taken aback by the proposed access road that will run through a wetland area directly in the backyard of all of the pre-existing homes in the 3300 block of Irongate Drive. I can't believe this would even be a consideration with the wetland area and residential property lines immediately abutting the proposed roadway.

In reviewing universal building codes, specifically for Access Road feasibility, I found the feasibility of constructing access roads shall be analyzed from the nature of the existing adjacent land use. The language in the code specifically states "conditions that may make Access Roads unfeasible are, but are not limited to, roadside areas with Lakes, Wetlands, Utility Corridors, and Existing Buildings", which would certainly make this access road inviable for this proposed project.

In closing, please reconsider the viability of the proposed access road for this project. The two adjacent properties to the south, which are already owned by the Petitioner (Village Lake Promenade) would be much better suited for access to the property in question (see attached map). One is the Lake Square Mall property itself, at Via Entertainment/Village Lake Promenade (Entrance Option #1), which already shares an access road with the Lakes at Leesburg community and already has a controlled access point/traffic light on Radio Road. The other option (Entrance Option #2) is to enter from Radio Road along the elevated berm of the pre-existing dry retention area and make a 90-degree turn where Entrance Option #1 is suggested. Either of these options has a lesser impact on the wetland area, and neither of those options would draw opposition from the property owners in the Stonegate Subdivision.

As previously stated, we respect the rights of property owners to develop their property, however, we would ask that they reflect the same respect toward their neighbors.

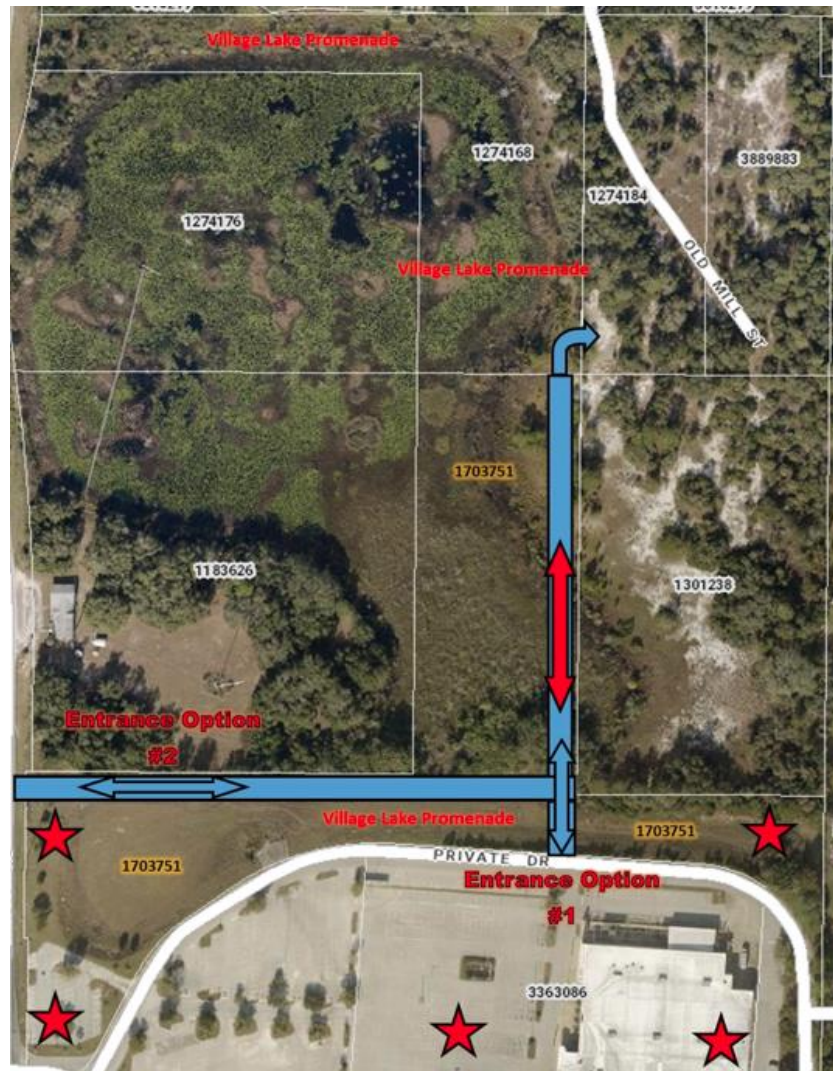
To the Planning and Zoning Board Members; If you decide to approve this project, we would respectfully request that the proposed access road directly behind our homes be removed from consideration and that one of the two suggested proposals be added to the plan instead.

Thank you for considering this matter.

Respectfully,
Christine Iozzi

Christine V. Iozzi

Senior Paralegal for Brent C. Miller, Esquire
Law Offices of Brent C. Miller, P.A.
205 East Burleigh Boulevard
Tavares, Florida 32778
Telephone: 352-343-7400
Writer's Direct Fax: 352-253-1227
Christine@bcmillerlaw.com



Good evening,

My name is David Chambliss and I have lived in the community of Stonegate at Silver Lake over **15 years**. Like many of my neighbors, I chose to buy my home here because of the **peaceful environment, the beautiful scenery, and the natural wetland that serves as a backdrop to our lives**. This land has remained undisturbed for as long as we've lived here, and the idea of a road being placed behind our homes is deeply concerning for many reasons.

1. We Bought Our Homes for the Scenery & Privacy

One of the main reasons we, and many others, moved here was because of the **natural beauty surrounding our community**. This wetland has provided a quiet retreat, a habitat for wildlife, and a **natural buffer** that protects our privacy and quality of life. If this road is built, we will lose:

- The **scenic views** that have made our homes so enjoyable.
- The **privacy** that the wetland provides, replaced with a roadway, headlights, and traffic.
- The **quiet atmosphere** that makes this community feel like home.

We have enjoyed **15 years of peace and nature**, and it's difficult to accept that this could be taken away by development that does not benefit the existing residents.

2. Property Value & Security in Our Gated Community

We live in a **gated community**, which means security and exclusivity are key reasons why people choose to live here. A road behind our homes:

- **Decreases our home values** due to increased traffic, noise, and loss of privacy.
- **Compromises security**, as roads provide easier access to areas that were once secluded.
- **Changes the character of our neighborhood**, making it feel less like a private, peaceful community and more like a cut-through for traffic.

For most of us, our home is our biggest investment. This road does not **benefit** us—it **takes away value, security, and privacy** from the people who already live here.

3. Environmental & Flooding Concerns

The wetland behind our homes is a **thriving ecosystem**. Over the years, we have seen **birds, gophers, bobcats, wild hogs, and even bears** live and move through this space. This road will **destroy their habitat**, forcing them into our neighborhoods, which could lead to increased encounters and safety risks for both animals and residents.

Additionally, wetlands **protect against flooding** by naturally absorbing rainwater. Right now, the water is already **only 40 feet from our property walls**. Based on the aerial photos the developer is using...those are old photos and the water is much higher than what is being shown. I have attached photos to show the water level and also where the survey marker is located 100ft off the retaining wall. Paving a road through this area will:

- **Alter drainage patterns**, making our homes more vulnerable to flooding.
- **Create excess runoff**, which can lead to **erosion and property damage**.
- **Cause long-term problems**, requiring costly infrastructure to correct the damage.

This road is not just about convenience—it could have real, **negative consequences** for homeowners and the environment.

4. A Need for Responsible Planning

We are not against progress, but **this is not the right place for a road**. There must be **alternative solutions** that do not:

- Destroy a **natural wetland** that has been undisturbed for decades.
- Lower the **value and security** of our **gated community**.
- Disrupt the **privacy and quality of life** we have enjoyed for over **15 years**.

We are asking the developers and city planners to **respect the community that is already here**. We urge you to **reconsider this proposal** and work with us to find a solution that protects both homeowners and the environment.

Thank you for your time.

David Chambliss

33144 Irongate drive

Leesburg Fl. 34788





To: Planning and Zoning

planzone@leesburgflorida.gov

Subject: road behind Stonegate Subdivision.

February 16, 2025

To whom it may concern,

I am writing this letter to express my strong opposition to the proposed construction of a road behind my property in Stonegate subdivision; I am deeply concerned about the potential negative impact this road could have on our neighborhood, specifically my property.

My primary concerns are as follows:

1-**Increased traffic** the new road is likely to lead to increased traffic flowing through our already congested area, posing safety risks to our residents. I am worried about the potential hazards this could create for our community.

2-**Noise and Privacy** The proposed road could significantly alter the serene and peaceful environment that currently exists in our neighborhood. Increased construction noise during the development process, and potential noise from additional use disrupting our daily lives and our privacy.

3-**Property Values** My concern is the road could negatively impact property values in our neighborhood. Homeowners have invested in this area that is primary residential, and a road behind our property could have an adverse effect on our investments.

4-**Alternative Solutions** I believe there are more suitable locations in the area where such a road could be built without compromising the existing quality of life for residents in our neighborhood. I urge the City to explore alternative options that better align with the community needs and concerns.

In light of the above concerns, I kindly request that the City reconsider the approval of this road in its current proposed location.

Thank you for taking the time to review my concerns. I hope that the City will carefully consider the potential implications of the road on our community well-being and choose a course of action that best serves the interests of all residents.

Sincerely,

Edgar & Arlene Morales

My name is Suzanne (Sue) Beckley, and I and my husband, Brent Beckley, live at 33226 Irongate Dr, Leesburg, FL 34788. Our back lawn fence abuts the project zone.

I am writing today to inform you that I have read the environmental impact statement conducted for this project and have more information for you, including pictures. At least one mating pair of Sandhill Cranes nest by the water/pond/wetland directly behind our property and have done so since we moved here in December of 2021. We have photographs of them dating back to 2021, hear them fly from their nesting site every day over our house at least several times per day, have witnessed them walking in-between our fence and the neighboring property coming from the wetland to the property and then continuing on into our community (Stonegate at Silver Lake) to forage for food. They eat right from our lawn and others. On May 25th, 2025, I photographed this mating pair on my front lawn with their two colts and posted these on FaceBook (see attached photos to this email).

Having a road constructed directly behind our community will most certainly disrupt this mating pair and damage their nesting area if allowed to proceed, not to mention there are a number of Gopher Tortoise dens that are directly behind my fence and on the property of my aforementioned neighbor. We also have pictures of a Bald Eagle that landed on our fence! I cannot attest to where its nest is, however, we have witnessed it flying directly over our house and over the wetlands behind us. We have found several smaller bird remains in our yard, which indicates the raptors are feeding from very near our property.

We strongly request you to disallow the property directly behind us to be turned into a roadway for a new busy community. It will totally disrupt, if not endanger, the wildlife here, protected species and other species alike. Not to mention what all of that construction will do to our peaceful and serene community. The peace and serene environment that our community enjoys is the PRIMARY reason we bought our home in 2021. It is one of the reasons our properties are valued at the high level that they are. If this project is allowed to happen, especially the roadway inserted directly behind us, our property values will most certainly go down as will our quality of life. Many of us have lanais that we sit out in every day (some have pools). What will we be looking at every day if you allow the trees to be taken out and the wetlands to be fettered with? Cars and trucks driving daily? That is not an improvement, it is destruction. The trees mitigate the hurricanes! Leesburg is listed as the "safest city" in all of Florida for weather. It won't be if all these older yet vital trees are removed. We absolutely love living in Leesburg! I understand the need for development, but please don't turn Leesburg into The Villages or Miami.

Finally, I appeal to your consideration that there are many unused properties in Leesburg that do not have a wetland that will be destroyed. The project that is happening directly across from The Cracker Barrel on State Highway 441 by Lowes and the Fire Station for example. Please do not allow this Old Mill project, or at the very least, do not allow a road to be built from Radio Road behind us. It will harm the wildlife and ruin our beautiful community's quality of life.

Please feel free to call us or come to our property to witness these animals. We are available for any impact studies you may wish to conduct, and will permit use of our property to that end. Someone can install wildlife cameras on our property!

Thank you sincerely,
Sue Beckley
607-238-6740



Sue Beckley

May 24, 2024 · 🌐



The neighborhood Sand Hill Cranes have TWO colts this year. We think these little (big) chickens are adorable. (pics taken from inside the house with a telephoto lens which compromised the quality, but not the cuteness 😊)





Department of Public Works, Engineering Division
P.O. Box 7800 • 350 N. Sinclair Ave. • Tavares, FL 32778

February 3, 2025

Daniel Yekel
Senior Planner
City of Leesburg
Planning and Zoning Department
204 North 5th Street
Leesburg, Florida 34749
(sent via email)

RE: PROJECT: Old Mill Subdivision / Planned Unit Development - Mixed Use Planned Use
Development
CASE NO.: PUD-24-421

Thank you for requesting our comments on this planned unit development.

The below information neither constitutes an approval nor a denial by Lake County Board of County Commissioners or Lake County staff. Specifically, the County Commissioners have neither discussed nor voted on this project. These recommendations are only from the Lake County Department of Public Works. The Office of Planning and Zoning, Office of Building Services, Office of Fire Rescue, and other associated offices have NOT provided comments on this development. Further input by these groups may be required.

Major comments for Radio Road

- Turn Lanes are required on Radio Road at the development's proposed access.
- Additional right-of-way may be required for Radio Road.
- A sidewalk along the development road frontage for Radio Road will need to be accommodated.
- A traffic impact analysis is recommended to be provided and reviewed prior to the PUD hearing.

P 352.253.6000 • F 352.253.9025
Board of County Commissioners • www.lakecountyfl.gov

Douglas B. Shields
District 1

Sean M. Parks, ACP, QEP
District 2

Kirby Smith
District 3

Leslie Campione
District 4

Josh Blake
District 5

Lake County Department of Public Works recommended requirements for the Old Mill Subdivision PUD impacts to roadways and drainage systems:

Radio Road:

- Access to the development off Radio Road will require both left and right turn lanes.
- Sidewalk will need to be provided along road frontage to meet city and county requirements from Stone Park Dr to the southern boundary along Radio Road.
- The traffic impact analysis for the site will need to analysis the storage queue for the existing turn lanes and a signal warrant analysis for the intersection.
- Additional right-of-way may be required to accommodate the right and left turn lanes, and sidewalk while maintaining roadside swale drainage.
- Additional right-of-way for Radio Road may be required to meet the minimum requirements for a collector roadway and to accommodate the offsite road improvements while maintaining the road drainage. Further evaluation will be performed with subdivision plans based on impacts due to drainage, sidewalk, turn lanes, shoulders, etc. The adopted minimum right-of-way widths for County Collector Road is 100-ft (50-ft from centerline of pavement).
- Radio Road is defined with a functional road classification of 'urban collector' by the Lake County Comprehensive Plan and adopted Lake-Sumter Metropolitan Planning Organization (LSMPO) Plan.

Traffic:

- A Traffic Impact Analysis (TIA) will be required of this development for review by the Lake-Sumter MPO and Lake County Public Works Department. The TIA will need to follow the Lake-Sumter MPO Traffic Impact Analysis Methodology and Guideline the methodology will need to be worked out prior to TIA submittal.
- The TIA is highly recommended to be provided for review by City of Leesburg's traffic engineering consultant, Lake-Sumter MPO, and Lake County prior to public hearings for the PUD.

Internal connectivity:

- The development is recommended to have internal pedestrian and bicycle connectivity throughout the development and to Radio Road
- The cul-de-sac that is shown on the concept plan on the north side of the development should be setup for the undeveloped property north of this one to be able to interconnect and access from it. A reservation of right-of-way extension may allow for this to achieved.

Stormwater Management:

- The site's stormwater management design will need to be reviewed by Lake County when submitted to both the City of Leesburg and St Johns River Water Management District. We may require Lake County stormwater design standards on ponds that outfall or affect surrounding unincorporated lands or onto county roads.

Flood Study:

- Development will be responsible for a drainage and flood study to determine the flood zones within and partially crossing into the development area. The flood study will require review by both the city and county. The study will evaluate downstream impacts from stormwater outfall from this site.

Please be advised that this letter pertains to transportation, access management, stormwater, and floodplain related impacts foreseen from the proposed PUD application as reviewed by Lake County Department of Public Works. This letter does not include any land use, zoning, or any other elements that may be addressed by other departments, such as Lake County Department of Economic Growth - Office of Planning and Zoning.

Please contact me if you have any questions concerning the comments and recommendations provided in this letter.

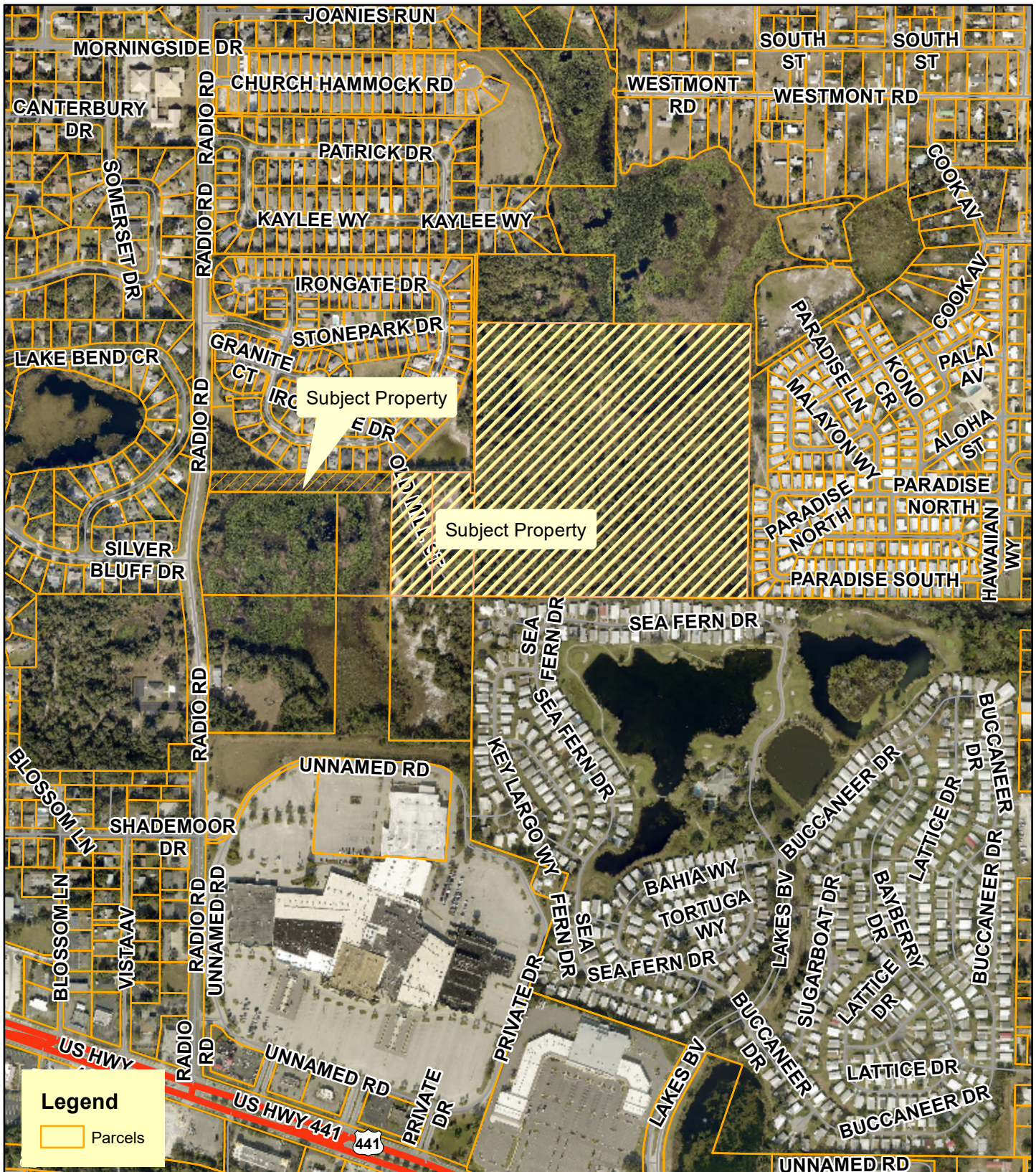
Sincerely,

Seth Lynch

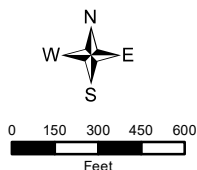
Seth Lynch
Development Engineer/Project Manager
Lake County Department of Public Works
Engineering Division
slynch@lakecountvfl.gov

Cc Jeff Earhart, Engineering Manager for Lake County
Mike Fitzgerald, Planning Director for Lake County
Janie Barron, Chief Planner for Lake County
Dan Miller, Planning Manager for City of Leesburg

Aerial

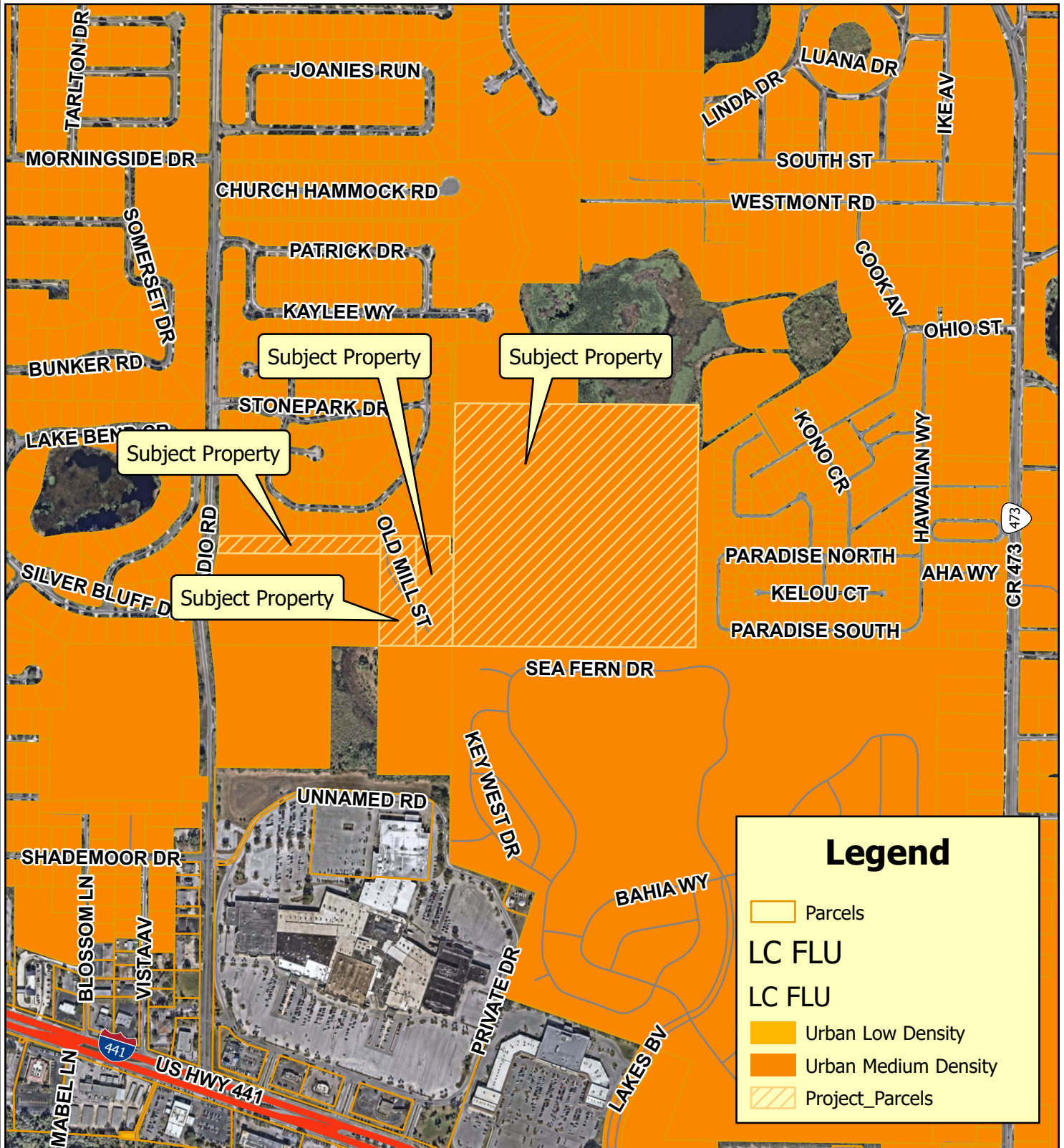


**Planning
& Zoning
Division**

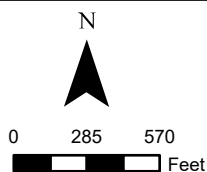


Old Mill Subdivision
 ANNX-24-419, SSCP-24-420, PUD-24-421
 AK#s 1274168, 1274184, 3889883, 1734801
 Section 01, Township 19, Range 25 East
 January 8, 2025

Lake County Future Land Use

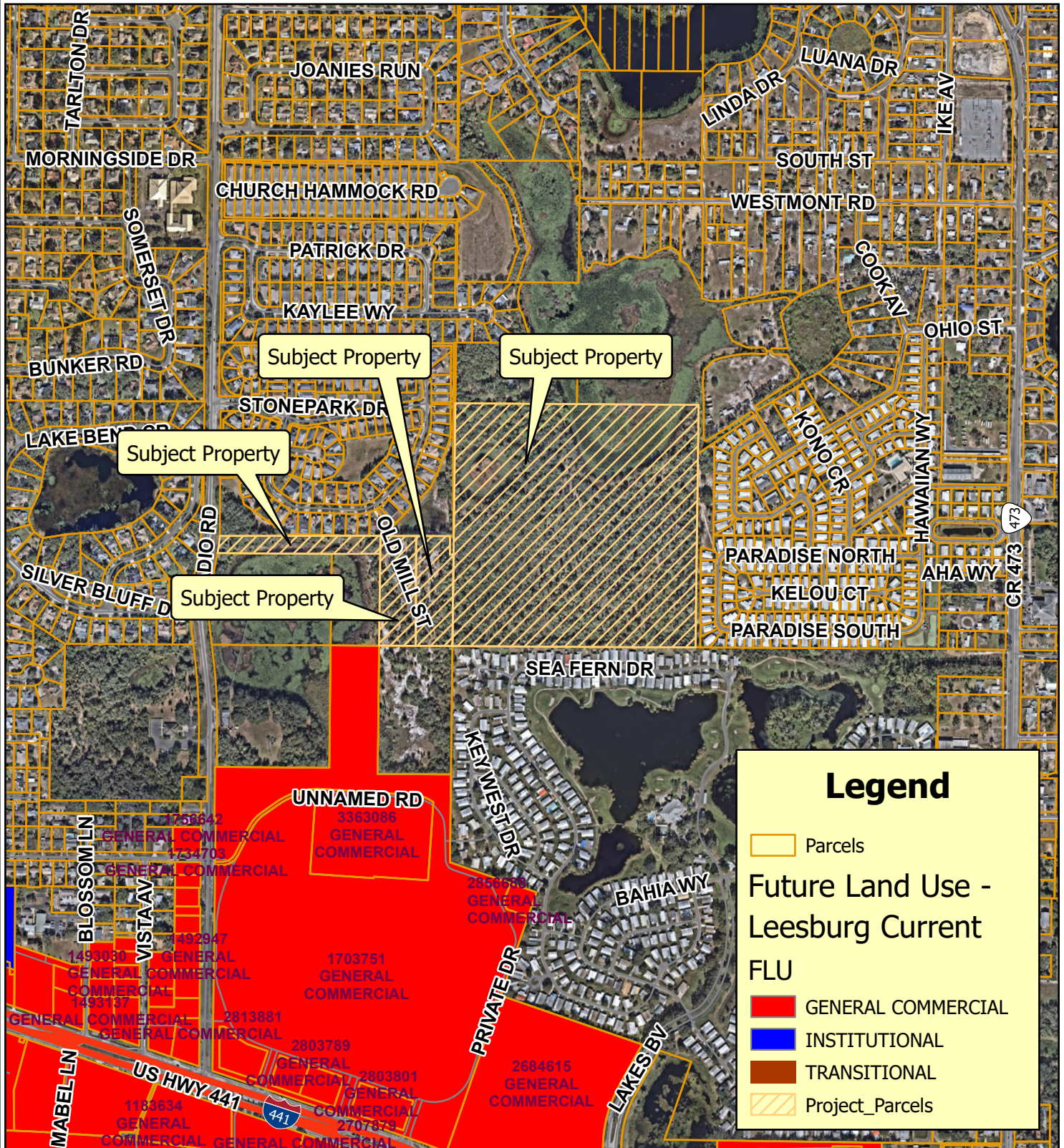


**Planning
& Zoning
Division**

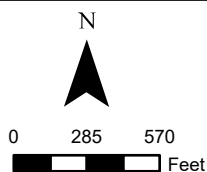


Old Mill Subdivision
 ANN-24-419, SSCP-24-420, PUD-24-421
 AK#s 1274168, 1274184, 3889883, 1734801
 Section 01, Township 19, Range 25 East
 January 8, 2025

Future Land Use

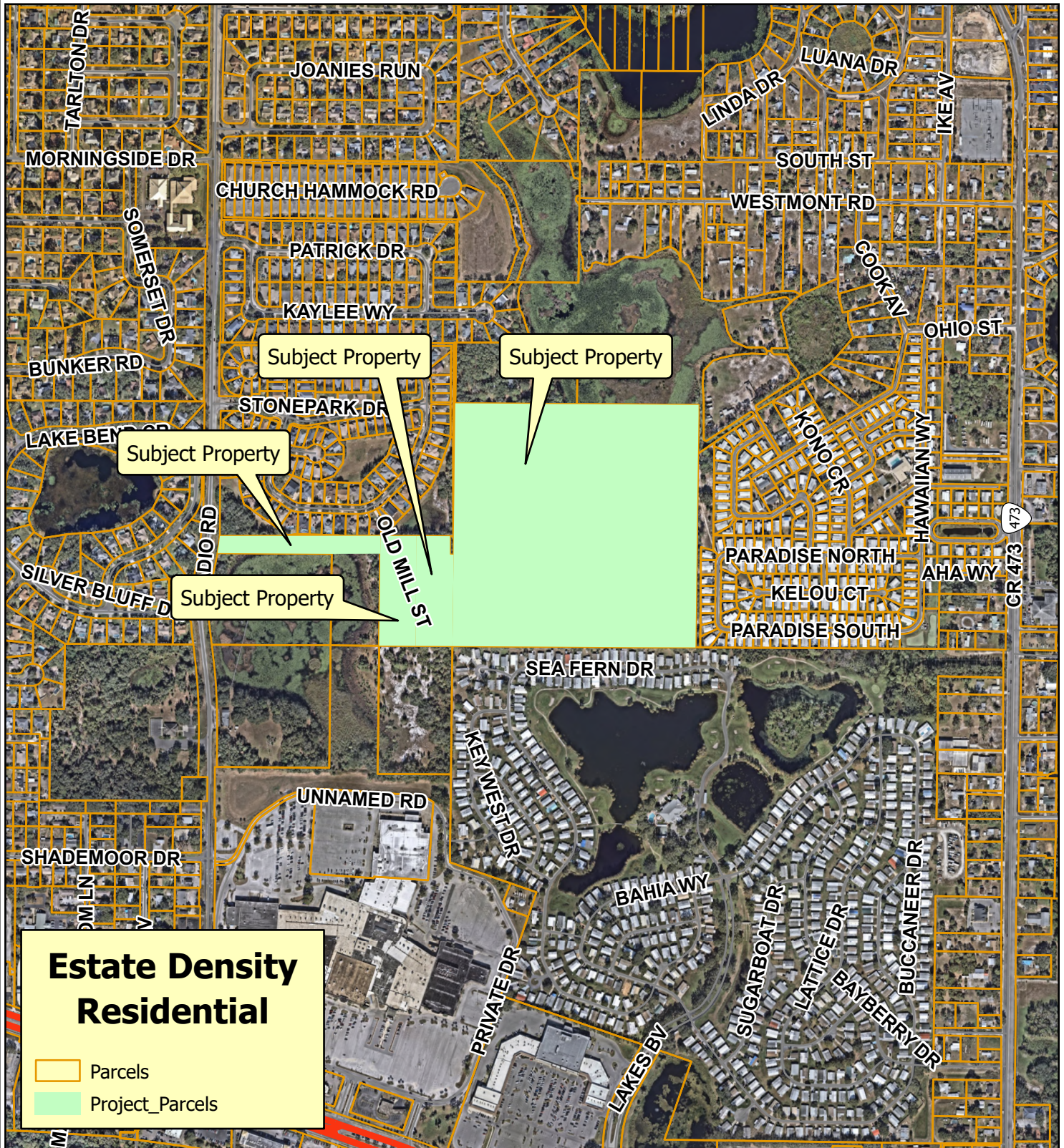


**Planning
& Zoning
Division**

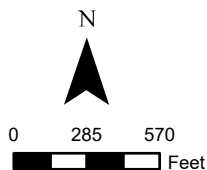


Old Mill Subdivision
 ANN-24-419, SSCP-24-420, PUD-24-421
 AK#s 1274168, 1274184, 3889883, 1734801
 Section 01, Township 19, Range 25 East
 January 8, 2025

Proposed Future Land Use



**Planning
& Zoning
Division**



Old Mill Subdivision
 ANN-24-419, SSCP-24-420, PUD-24-421
 AK#s 1274168, 1274184, 3889883, 1734801
 Section 01, Township 19, Range 25 East
 January 8, 2025



DRAFT SUMMARY MINUTES OF THE REGULAR MEETING
OF THE PLANNING COMMISSION
CITY COMMISSION CHAMBERS, CITY HALL
THURSDAY, MARCH 20, 2025, 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, March 20, 2025, in the Commission Chambers at City Hall. Commissioner Ted Bowersox called the meeting to order at 4:35 p.m.

The following Commission members were present:

Tim Sennett
Nathaniel Sanders
Ted Bowersox
John O'Kelley
Stewart Kaplan
Ze'Shieca Carter
Ken Simeone

The following Commission members were absent:

Frazier J. Marshall
Darin Akkerman

City staff that was present included Dan Miller, Planning & Zoning Director, Kandi Harper, Deputy Director of Planning, Dianne Yekel, Senior Planner, and Melissa Medders, Planner. City Attorney Jennifer Cotch was also present.

The meeting opened with an invocation given by Commissioner Ted Bowersox and the Pledge of Allegiance to the Flag.

Senior Planner Dianne Yekel swore in staff as well as anyone wishing to speak.

Dan Miller, Planning & Zoning Director, informed the audience of the rules of participation and the need to sign the speaker's registry. He also informed Commissioners and the audience of the City Commission meeting dates tentatively scheduled.

MINUTES OF PLANNING & ZONING COMMISSION MEETING FOR FEBRUARY 20, 2025.

Commissioner Carter moved to APPROVE the minutes from the February 20, 2025 meeting. Commissioner Carter SECONDED the motion, which was PASSED by a vote of 6 to 0.

OLD BUSINESS

1) **PUBLIC HEARING CASE # SSCP-24-420 – OLD MILL SUBDIVISION – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT**

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE FUTURE LAND USE DESIGNATION OF APPROXIMATELY 37.48 +/- ACRES FROM LAKE COUNTY URBAN LOW DENSITY TO CITY OF LEESBURG ESTATE RESIDENTIAL, FOR A PROPERTY GENERALLY LOCATED EAST OF RADIO ROAD AND NORTH OF U.S. HIGHWAY 441, AS LEGALLY DESCRIBED IN SECTION 01, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, APRIL 28TH, 2025 AND SECOND READING IS TENTATIVELY SCHEDULED FOR MONDAY, JUNE 9TH, 2025)** (Old Mill SSCP)

Dan Miller introduced case number # *SSCP-24-420 – OLD MILL SUBDIVISION – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT* and *PUD-24-421 – OLD MILL SUBDIVISION – PLANNED UNIT DEVELOPMENT* into the record and entered the exhibits into the record with maps and photo exhibits including aerial, zoning, future and surrounding land use, wetlands/flood zone maps, CRA maps, staff summary, departmental review summary, and staff recommendations.

Mr. Miller gave some background information on the project. He said that the property consists of 37.48 +/- acres, generally located east of Radio Road and north of US Highway 441. This request is for an annexation, small scale comprehensive plan and rezoning. The future land use will go from Lake County Urban Low Density to City of Leesburg Estate. The zoning will go from Lake County A (Agriculture) and R-6 (Urban Residential) to City PUD (Planned Unit Development). Currently, the site is 37.5 +/- undeveloped acres. The request is for future development of 142 single family units, both attached (townhouses) and detached, as seen in the conceptual site plan.

Deputy Director Kandi Harper presented the maps and photo exhibits demonstrating the area of the proposed site for both cases.

Department Review Summary: This case was sent out to all the different departments for review, no substantive comments or objections received from the departments. When no comments are provided, this indicates that the department has the capacity to serve the proposed development. Regarding the School Board, this project will be subject to school concurrency review, and will likely be subject to a mitigation agreement to provide adequate stations within the school system. Lake County Public Works will require additional right and left turn lanes on Radio Road, along with the necessary additional right-of-way as needed by the County to accommodate any off-site improvements. They will also require a sidewalk along Radio Road. Right-of-way donation will be as needed and permitting will be done through the Lake County Public Works Department for their access points.

For Public responses, per Florida Statute and City of Leesburg Code of Ordinance notice requirements, the project was legally advertised, posted and letters sent out to the surrounding property owners. The neighbors did express significant concerns regarding access to the site, the wetlands to the south, and wish to provide comments today. In summarizing the comments, they are concerned about the proposed roadway on the plan which lies within the 100-foot-wide strip on the subject property which is immediately south of the Stonegate Subdivision. There were also concerns

for the wildlife, wetlands, flooding, noise, privacy, property value, security, and quality of life. Upon receipt of these comments, staff did ask the applicant to set up a neighborhood meeting

Mr. Miller also highlighted the PUD requirements stating that this proposal would consist of 110 single-family detached, and 32 single-family attached (townhouse units) for a total of 142 units. There is a two-floor maximum height. There are two lot sizes, 67 lots at 50 x 120 feet for 6,000 square foot per lot, and 43 lots at 60 x 120 feet for 7,200 square feet per lot. The proposal for the house sizes are 1,700 square feet for the 50-foot lots and 1,800 for the 60-foot lots. The front setback will be 25 feet and the rear setback will be 18 feet. The townhouse units will be 20 feet in width with 1,400 square feet house sizes. There will be a minimum of 2 off-street parking spaces for each unit in the development, plus extra spaces are provided in the conceptual plan for the attached units. 35% of the property must be in open space, and dark sky lighting is required. A split rail fence is required where development is adjacent to the subject property (4-feet) on the area where houses will be constructed. Access point will be from Radio Road in a boulevard style entry way. In addition, the applicant is offering a wall, which will need to be written into the PUD.

The Planning & Zoning staff recommended the approval of the request for the following reasons:

1. This project meets the requirements of Chapter 163.3187 Florida Statutes, for Small Scale Comprehensive Plan Amendments.
2. The proposed Small Scale Comprehensive Plan (SSCP) amendment is compatible with the adjacent future land use designations of Lake County Urban Medium Density and City of Leesburg General Commercial.
3. The proposed zoning classification of PUD (Planned Unit Development) is compatible, as conditioned, with the current surrounding zoning districts of Lake County PUD (Planned Unit Development), A (Agriculture), RMRP (Mobile Home Rental Park District), R-6 (Urban Residential District) and City of Leesburg PUD (Planned Unit Development).
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 Medium Density to City of Leesburg Estate Residential and forward this recommendation to the City Commission for consideration.

Attorney Logan Opsahl gave a presentation summarizing the applicant's requests for the three applications. He went over the conceptual plan, including the direct access to the development. Attorney Opsahl gave a recap of the two community meetings that were held with the neighbors at Stone Gate. The first meeting was held on March 5th, 2025 to discuss the project with the adjacent property owners. Chuck Hiott walked the property after this meeting with the neighbors. The second meeting was held on March 14th, 2025. The following are concerns & commitments to the neighbors:

- 6' fencing along shared residential boundaries
- 6' pre cast wall plus landscaping and removed of one sidewalk along entrance road

- Willing to remove current legal access rights through Stonegate's subdivision

Attorney Opsahl stated that the development team did look at the option of accessing the property through the mall parcel, which is south of the subject property. Acquiring this access is not an option. Regarding the **second** option through the northern neighborhood, Attorney Opsahl stated that there currently exists a 10' wide platted access. It is considered to be an easement by necessity, which is a common law right, afforded to a property owner when it is landlocked. You can petition a court to grant access, which previously the subject property was granted this access through the Stonegate community for emergency services. The applicant opted to remove that platted access as a secondary access location to serve the project. Absent the access being provided in the conceptual plan, the property owner would need to petition a court for access to their property. There is no clear-cut test for what a court will look at, but there are factors that the court will consider such as what has been granted with historical access. A **third** option is purchasing the Radio Road parcel (alternate key 1183626). After discussion, the owner is not interested in selling their parcel or granting an easement for access. Alternate Key 1301238, which belongs to the County would also have to be purchased. The County has already confirmed in writing that this option is not available. The **fourth** option is to move the access further south. The applicant currently does not have control over this portion of the parcel and cannot get control over it.

Attorney Opsahl showed conceptual renderings of the entrance road, including the landscape buffer and the proposed 8' masonry wall.

Chairman Sennett said that he concerned about the entry road, stating that it is completely in the wetlands. Dan Miller answered that it needs to be determined by a wetland delineation line done by a wetland engineer. Mr. Miller stated that there are property rights that go with the property. The only two options are to go through the 100-foot-wide strip, or come up from another direction. If there is any wetlands mitigation that needs to occur, and there are different types of wetlands, they are a state level issue that is determined by environmental engineers and water management district. Attorney Opsahl stated that they are aware of the state permitting that is required.

Christine Iozzi, 33132 Irongate Drive, read her e-mail dated March 18, 2025 into the record that was sent to the Planning & Zoning Department.

Angela Chambliss, 33144 Irongate Drive, stated that she does not oppose development, but wanted to ask for a fair and reasonable solution. One that does not come at the expense of the privacy, security, and home values. The proposed rezoning would place the road and sidewalk 30-feet away from their back patio. Because of the wetlands, the road and sidewalk must be built up at least 3-feet, which means both will be level with the backyard walls. Instead of having a quiet, private space, they will be forced to live with a road carrying over 200 cars, a sidewalk where pedestrians will be walking eye-level with their pools, and streetlights that shine directly into their windows at night. She feels they are being asked that they very thing that makes their home valuable is being taken away.

Rebecca Bierwirth, 33202 Irongate Drive, just bought their home 8-months ago to be near their grandchildren. She stated that her house has the smallest amount of retention wall. She said that she doesn't want people looking at their pools and her grandchildren while they are in the backyard.

Greg Stanfield, 33324 Irongate Drive, inquired about the access for this property. Chairman Sennett pointed the access from Radio Road.

Attorney Opsahl stated that he appreciates the feedback. The easement does still exist through the neighborhood, and is for emergency access only. It is one they would look to give up and not utilize. Absent their entrance, it is one that would need to be looked to for potential access, though not preferable.

Commissioner Carter asked if he was willing to consider that, right now, the emergency entrance be through Stonegate, but give other concessions being made, he is willing to vacate that access. Attorney Opsahl answered that absent the proposed access, they would be landlocked. So they would have to petition a court for access to their property. A judge will look to historical access and what has been granted. What is being proposed is much more favorable because they wouldn't have to change the existing easement from emergency access to full access.

City Attorney Jennifer Cotch said that the emergency access that was issued would go away because they would have actual access. Commissioner Carter stated that sometimes we ask them to have that second access.

Chairman Sennett that he would have a hard time approving this knowing that they may still go through this neighborhood. Attorney Opsahl stated that it was an easement by necessity, so given access they would no longer need it.

Commissioner Carter stated that they should do what they can to not go through that neighborhood. Attorney Opsahl stated that they do not own the other options.

Commissioner O'Kelley stated that they Old Mill emergency access might have been developed for Stonegate for their emergency access.

Commissioner Bowersox inquired about who would maintain the property between the retention wall and the masonry wall. Attorney Opsahl stated that they would maintain everything up to their boundary line.

Milton Androde, Vice President of Land Highland Homes, stated that the goal would be to put the precast wall as close as possible to the northern property line, and put it within a common area tract so it can be maintained by the Old Mill HOA.

Commissioner Carter also brought up speed tables, home values in the neighborhood, and building up the wall in Stonegate.

Commissioner O'Kelley asked who gives approval for filling in wetlands. Dan Miller replied that it goes up to the state level with St. John's, FDEP, and sometimes Core of Engineers. There is a significant amount of work that needs to be done before wetlands can be mitigated. If the wetland issue is not resolvable to the state satisfaction, the project would stop.

City Attorney Cotch added that the placement of the road is intentional because St. John's River Water Management District is going to require that the road impact the wetlands as minimally as possible. Mr. Miller stated that the PUD is written so that access will come off of Radio Road, but it is not meant to be interpreted as the access coming from the one point. The subject property can be accessed anywhere off of Radio Road.

Commissioner Sanders made a motion to APPROVE case # SSCP-24-420 – OLD MILL SUBDIVISION – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT with the condition of having a speed table, wall and sidewalk on the south side.

The motion died for lack of a second.

Commissioner Bowersox made a motion to DENY case # SSCP-24-420 – OLD MILL SUBDIVISION – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT. Commissioner Kaplan SECONDED the motion which was DENIED by a voice vote of 4 to 3.

The roll call vote was:

Commissioner Sanders	No
Commissioner Bowersox	Yes
Chairman Sennett	No
Commissioner Carter	No
Commissioner O'Kelley	Yes
Commissioner Kaplan	Yes
Commissioner Simeone	No

Three yeas, four nays, the Planning Commission voted to DENIED case # SSCP-24-420 – OLD MILL SUBDIVISION – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT.

Commissioner Sanders made a motion to APPROVE case # SSCP-24-420 – OLD MILL SUBDIVISION – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT with the condition of having the access road be as far south as possible, a speed table, the walls and sidewalk on the south side. Commissioner Bowersox SECONDED the motion which PASSED by a voice vote of 6 to 1.

The roll call vote was:

Commissioner Sanders	Yes
Commissioner Bowersox	Yes
Chairman Sennett	Yes
Commissioner Carter	Yes
Commissioner O'Kelley	Yes
Commissioner Kaplan	No
Commissioner Simeone	Yes

Six yeas, one nay, the Planning Commission voted to APPROVE case # SSCP-24-420 – OLD MILL SUBDIVISION – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT.

2) PUBLIC HEARING CASE # PUD-24-421 – OLD MILL SUBDIVISION – PLANNED UNIT DEVELOPMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING OF APPROXIMATELY 37.48 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE) AND R-6 (URBAN RESIDENTIAL DISTRICT) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT), FOR A PROPERTY GENERALLY LOCATED EAST OF RADIO ROAD AND NORTH OF U.S. HIGHWAY 441, AS LEGALLY DESCRIBED IN SECTION 01, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, APRIL 28TH, 2025 AND SECOND READING IS TENTATIVELY SCHEDULED FOR MONDAY, JUNE 9TH, 2025)** (Old Mill PUD)

The Planning & Zoning staff recommended the approval of the request for the following reasons:

1. The proposed zoning classification of PUD (Planned Unit Development) is compatible, as conditioned, with the current surrounding zoning districts of Lake County PUD (Planned Unit Development), A (Agriculture), RMRP (Mobile Home Rental Park District), R-6 (Urban Residential District) and City of Leesburg PUD (Planned Unit Development).
2. The proposed Small Scale Comprehensive Plan (SSCP) amendment is compatible with the adjacent future land use designations of Lake County Urban Medium Density and City of Leesburg General Commercial.

3. The proposed request is consistent with the existing patterns of development in the Radio Road area.

Action Requested:

1. Vote to **approve** staff's recommendation to rezone the subject property from Lake County A (Agriculture) and R-6 (Urban Residential District) to City of Leesburg PUD (Planned Unit Development) and forward to the City Commission for consideration.

Commissioner Kaplan made a motion to APPROVE case # PUD-24-421 – OLD MILL SUBDIVISION – PLANNED UNIT DEVELOPMENT with the condition of having the access road be as far south as possible, a speed table, the walls and sidewalk on the south side. Commissioner Carter SECONDED the motion which PASSED by a voice vote of 6 to 0.

The roll call vote was:

Commissioner Carter	Yes
Commissioner O'Kelley	Yes
Commissioner Kaplan	No
Commissioner Simeone	Yes
Commissioner Sanders	Yes
Commissioner Bowersox	Yes
Chairman Sennett	Yes

Six yeas, one nay, the Planning Commission voted to APPROVE case # PUD-24-421 – OLD MILL SUBDIVISION – PLANNED UNIT DEVELOPMENT.

DISCUSSION ITEM

ANNOUNCEMENTS

The next scheduled meeting date is March 20, 2025.

The meeting adjourned at 5:25pm

Nathaniel Sanders, Vice-Chair

Dianne Yekel, Senior Planner

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.3.

Meeting Date: June 9, 2025

From: Dan Miller, (Planning and Zoning Director), Dianne Yekel, (Senior Planner)

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning of approximately 37.48 +/- acres from Lake County A (Agriculture) and R-6 (Urban Residential District) to City of Leesburg PUD (Planned Unit Development) to allow for 32 townhomes and 110 single-family homes, for a property generally located east of Radio Road and north of U.S. Highway 441, lying in Section 01, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Old Mill Subdivision PUD)

Staff Recommendation:

Planning and Zoning Staff recommend approval of the request to rezone the subject property from Lake County A (Agriculture) and R-6 (Urban Residential District) to City of Leesburg PUD (Planned Unit Development) to allow for 32 townhomes and 110 single-family homes.

Analysis:

The project site is approximately 37.48 +/- acres, and is generally located east of Radio Road and north of U.S. Highway 441 as shown on the attached maps. At this time, the property is vacant and undeveloped. The proposal will allow for 32 townhomes and 110 single-family homes. The existing land uses surrounding the property are Single Family, Manufactured Home Park, Gov't Submerged, Vacant Gov't Lake Square Mall, Office, and Open Storage. Connection to City of Leesburg utilities shall be the responsibility of the developer at the time of development.

The Planning Commission held a public hearing on the application on March 20, 2025, 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 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 OF APPROXIMATELY 37.48 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE) AND R-6 (URBAN RESIDENTIAL DISTRICT) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW FOR 32 TOWNHOMES AND 110 SINGLE-FAMILY HOMES, FOR A PROPERTY GENERALLY LOCATED EAST OF RADIO ROAD AND NORTH OF U.S. HIGHWAY 441, LYING IN SECTION 01, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (OLD MILL SUBDIVISION PUD)

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

Section 1.

Based upon the petition of Tara L. Tedrow, Esq. on behalf of Village Lake Promenade, "Permittee" 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 A (Agriculture) and 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 9th day of June 2025.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Old Mill Subdivision (Radio Road / Cannon's Cove)

LEGAL DESCRIPTION:

That part of the South 600 feet of Lot 8, in Block 41, in Silver Lake Estates, a subdivision Lake County, Florida, according to the revised and corrected Plat of Resubdivision of Silver Lake Estates recorded in Plat Book 10, Pages 66 through 69, inclusive of the Public Records of Lake County, Florida, more particularly described as follows:

Begin at a 5"x5" concrete monument at the Southeast corner of said Lot 8, thence N 89°51'31" W along the South line of said Lot 8 for 200.13 feet, thence N 00°01'17" W for 599.99 feet to a point on the North line of the South 600 feet of said Lot 8, thence S 89°52'34" E along said North line for 185.03 feet to a point on the West right-of-way line of Pershing Road, thence S 00°01'59" E along said West right-of-way for 100.00 feet, thence S 89°52'34" E for 14.98 feet to a Point on the East line of said Lot 8, thence S 00°01'59" E along said East line for 500.05 feet to the Point of Beginning.

LEGAL DESCRIPTION:

Lots 1, 2, 3, 4, 5, 6, 7 and 8, Block 42, according to the Plat of Silver Lake Estates, filed 17 June, 1917, and recorded in Plat Book 3, Page 26, Public Records of Lake County, Florida.

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OLD MILL SUBDIVISION
PUD (Planned Unit Development) Conditions
City of Leesburg, Florida
March 20, 2025

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 **Village Lake Promenade, LLC, 2183 N. Powerline Road, Ste. 1, Pompano Beach, FL 33069 as “Permittee” (Lowndes c/o Tara L. Tedrow, Esq. 215 N. Eola Dr., Orlando, FL 32801, 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 residential development consisting of a maximum of 32 total townhome units and 110 total single-family homes on approximately 37.48 acres, generally located east of Radio Road and north of U.S. Highway 441, 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 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. In the event of any conflict between the conditions of this document and the City of Leesburg Code of Ordinances, this document shall prevail as the determining requirement.

1. **PERMISSION** is hereby granted to **Village Lake Promenade, LLC, 2183 N. Powerline Road, Ste. 1, Pompano Beach, FL 33069 as “Permittee” (Lowndes c/o Tara L. Tedrow, Esq. 215 N. Eola Dr., Orlando, FL 32801, 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 USES**

The above-described property shall be used for the development of 32 total townhome units and 110 total single-family homes on approximately 37.48 acres, and consisting of 50 and 60-foot-wide lots, designed and constructed pursuant to City of Leesburg development codes and standards.

- A. Permitted Uses
 - 1) Detached single family residential units
 - 2) Attached single family residential units
 - 3) Location of all permitted uses shall be substantially with the conceptual site plan shown in Exhibit C
- B. Prohibited Uses
 - 1) All other uses not specifically permitted within these conditions under Permitted Uses above shall be prohibited.
- C. Accessory Uses
 - 1) RV/Boat Storage
 - 2) Accessory structures
 - 3) Sales office in a single-family unit
 - 4) Recreational Uses (Pool/ Clubhouses/ fields, courts, etc.)
 - 5) Accessory retail within a recreation center or clubhouse, intended for the primary use of residents, such as a snack bar
 - 6) Temporary modular sales center office (during construction and sales of new units) and construction offices, 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.

Figure 1 – Residential Unit Summary, by Lot Size

Townhome lots =	32
50' x 120' lots =	67
60' x 120' lots =	43
Total =	142

4. DEVELOPMENT STANDARDS

- A. The project shall consist of 32 total townhome units and 110 total single-family homes on approximately 37.48 acres, at a gross density not to exceed 3.78 units per acre, as specified in this agreement, and shown on **Exhibit C, Conceptual Site Plan**. Larger lots than the minimum requirements herein shall be permitted within the development if desired.
- B. A mix of lot sizes is required as shown in Exhibit C (20, 50 and 60-foot-wide lots), as shown on the Conceptual Site Plan
- 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.
- D. The maximum impervious surface for the project shall be 65%. Community and private swimming pools shall not count toward the impervious surface calculation.

E. Lot requirements

1) For 50 x 120-foot lots:

- a) Minimum house size: 1,700 square feet, (under roof)
- b) Minimum lot size shall be 6,000 square feet.
- c) Minimum width 50 feet
- d) Minimum depth 120 feet
- e) Minimum building setbacks:
 - Front – 25 feet;
 - Rear – 18 feet;
 - Side – 5 feet;
 - Corner Side – 15 feet.
 - Porch – 14 feet (porch must be a minimum width of 6 feet).

2) For 60 x 120-foot lots:

- a) Minimum house size: 1,800 square feet, (under roof)
- b) Minimum lot size shall be 7,200 square feet.
- c) Minimum width 60 feet
- d) Minimum depth 120 feet
- e) Minimum building setbacks:
 - Front – 25 feet;
 - Rear – 18 feet;
 - Side – 5 feet;
 - Corner Side – 15 feet.
 - Porch – 14 feet (porch must be a minimum width of 6 feet).

3) For Townhomes:

- a) Minimum house size: 1,400 square feet, (under roof)
- b) Minimum lot size shall be 1,800 square feet.
- c) Minimum width 20 feet
- d) Minimum depth 90 feet
- e) Minimum building setbacks:
 - Front – 25 feet;
 - Rear – 18 feet;
 - Side – 7.5 feet;
 - Corner Side – 15 feet.
 - Porch – 14 feet (porch must be a minimum width of 6 feet).

4) For all structures:

- a) Each single-family detached residential structure shall have a minimum two car garage.
- b) Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet, including closet.
- c) Except where otherwise allowed in these conditions, minimum distance between structures shall be ten (10) feet; measured from building wall to building wall, and the combined roof overhang of two adjacent structures

shall not exceed forty (40) percent of the distance between the building wall and the property line.

- d) Maximum building height: two (2) stories or 35 feet.
- e) 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.
- f) 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.
- g) Solid roof structures attached to the residence must meet the required rear setback as noted under “Minimum building setbacks.”
- h) 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
- i) Gutters are required on the sides of all single-family structures if the lots drain to the side of the property, if structures are less than 15 feet apart. If the lots drain from the front to the back of the property, then no gutters are required.

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 front 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 garages, tile or metal roofs, arched windows, porches, 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.
- C. Other similar design variations meeting the intent of this section may be approved by the Community Development Director or designee.
- D. The architectural styles and facades shown in **Exhibit D, Building Elevations** herein are considered to meet the requirements of this section.

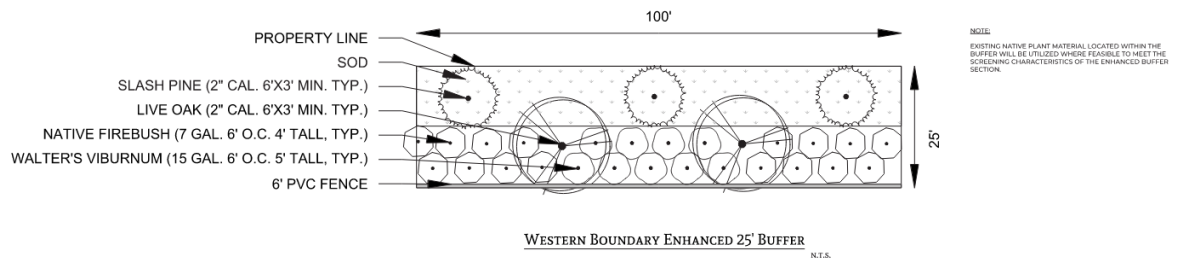
6. PARKING

- A. Parking shall consist of a minimum of two (2) off-street spaces per unit.
- B. Townhouse development shall contain additional off-street parking as shown on the conceptual site plan dated 7-1-2024 in Exhibit “C”.
- C. For all recreational areas, the permittee shall have off-street parking spaces per an approved site plan pursuant to the City of Leesburg Code of Ordinances.

7. LANDSCAPING AND BUFFERS, GENERAL & RESIDENTIAL

- A. A master landscape plan shall be submitted for review by City staff for all landscaping, buffer and boundary areas, parking lots, access roads, entry ways and new construction. This plan shall be reviewed for consistency with this PUD document and the Conceptual Site Plan (**Exhibit C**), and City of Leesburg landscape code requirements.
- B. All landscaped areas shall be designed to meet Section 25-337, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.
- C. Each platted single-family residential lot of record within the project shall contain a minimum of two (2) trees, one located within the front yard, and shall be selected from the list of trees within the City of Leesburg Code of Ordinances, *Section 25-238 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. The north and south boundaries of the property shall contain the following: A minimum twenty-five (25) foot wide buffer tract with plantings as shown in Figures A and B below. Along the eastern boundary adjacent to existing residential development, a 6' PVC fence shall be installed – some homes have a 16' buffer width but an average of 25' buffer shall be achieved along the east.

- E. The access road from Radio Road to the developed lots shall be placed as far as possible to the south area of the parcel. Staff can approve modifications to a typical roadway cross section to reduce the width of the roadway.



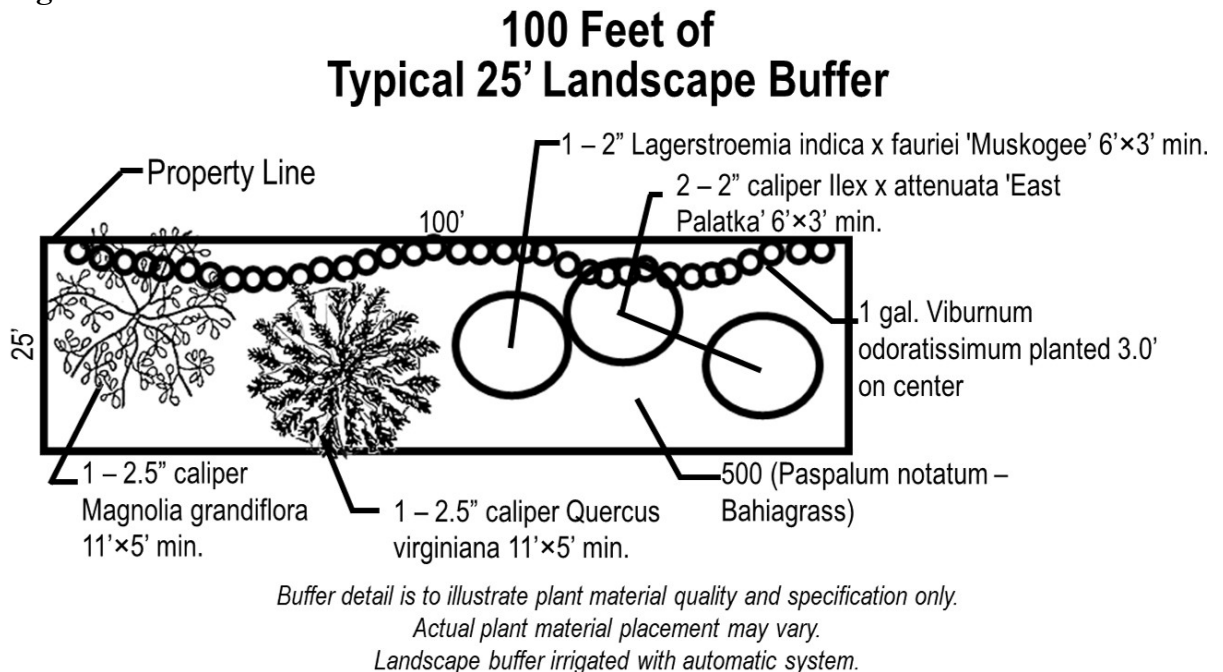
- F. A split rail fence, of either wood or vinyl/synthetic construction, shall be installed along the boundaries on the north, south, east, and west sides of the property where there are single-family homes present or adjacent to the subject property. The split rail fence shall be installed at a minimum height of four (4) feet. All fences on common property shall be maintained by the Property Owners or Homeowners Association. A solid six-foot fence of PVC or other synthetic material may be allowed as an option to the split rail fence along the east and northwest sides of the property adjacent to existing single-family homes. Along the entrance road, a six (6) foot pre-cast wall shall be installed along the northern property boundary adjacent to the single-family homes.
- G. In areas of the project which are primarily used as and platted for recreational or open space uses, no specific buffer shall be required.
- H. All buffers along the exterior property lines shall be distinct and separate from the residential lots and properties, and shall be platted as buffers which are owned and maintained by a property owners or homeowners association. Staff is able to approve modifications to the landscaping requirements in the event that root systems of tree plantings would negatively impact adjacent neighbors' existing fencing.
- I. Nothing herein shall be construed to prevent the developer or property owners from increasing buffer width and/or plantings.
- J. 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.
- K. In addition to the requirements herein, 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



- L. 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. Tree sample plots shall be located and trees identified by a registered landscape architect, certified arborist, or certified forester or licensed surveyor
- M. Open Space - A minimum of thirty-five (35) percent of the property shall be open space. Retention areas, buffers, plus recreation and landscaped areas may be used for the purpose of calculating open space. Parking areas and vehicle access areas shall not be considered in calculating open space.
- N. A minimum of two (2) trees shall be provided on each residential lot. One (1) must be provided in the front yard, and one (1) in the rear yard.

O. Variations to Landscape Requirements

1. Variations to these landscape requirements of this document may be approved by the Planning and Zoning Director as long as the intent of the landscaping section of this PUD (Planned Unit Development) document is maintained.
2. Use of the University of Florida IFAS (Institute of Food and Agricultural Sciences) approved standards for “Florida Friendly Landscaping” will also be acceptable.

8. SITE ACCESS AND IMPROVEMENTS

- A. The main vehicular access points to the project site consist of a minimum of one (1) boulevard style access point on Radio Road and one (1) regular emergency access point.
- B. Boulevard requirements: One main access to the property shall be a boulevard type (divided roadway with landscaped median) for the first 200-feet from west to east.
- C. Access locations depicted on the Master Development Plan are conceptual and subject to Lake County approval. Actual location and design of the roads shall be determined at 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.
- D. 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, signalization, 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 Department.
- E. Prior to completion of the subdivision design plans, the developer shall work with the Lake County Public Works Department to ensure all appropriate required roadway and access improvements for the development are made part of the plans submitted to the City of Leesburg.
- F. 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.
- G. 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.
- H. All access points within the development and all access points to roadways outside the development shall be subject to the City of Leesburg, Florida Department of Transportation and Lake County permitting and review processes.

9. 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 sidewalks, recreation paths, etc.

- B. A traffic/transportation study shall be submitted for review and determination of any necessary access improvements, including any off-site improvements 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 as 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 Lake County permits and a copy of all permits shall be provided to the City of Leesburg.
- F. 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.
- G. Sidewalks shall be provided on both sides of all roads and shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall be of sufficient width to contain one sidewalk. Only one sidewalk shall be provided on the access road off Radio Road into property. All sidewalks shall be constructed in accordance with City of Leesburg Codes.
- H. If desired, golf cart paths and parking for golf carts may be provided, and may be located in such a manner that allows access throughout the development. These paths shall allow access, via the main boulevard roadway, to all residential and recreational area of the proposed development.

10. SIGNAGE

- A. *Access points*- The main 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 or as noted in this section. This decorative entry feature may be used for signage per City of Leesburg Code of Ordinances, as amended.

11. LAKE COUNTY SCHOOL BOARD

- A. The proposed development is subject to a separate agreement with the Lake County School Board to mitigate the impact of additional students, as agreed with the owner/developer and the School Board, such as an agreement reflecting a negotiated settlement allowing the Lake County School Board the ability to provide adequate student stations to contain the projected number of students.

12. UTILITIES

- A. 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:
- B. 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.
- C. 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.
- D. Developer shall be responsible for the installation of a natural gas service in eighty percent (80%) of all single-family detached homes in the development, as required by the City of Leesburg Code of Ordinances.
- E. 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. All infrastructure necessary to provide water and wastewater services to the development must be in place, approved by the City, and operational, prior to issuance of building permits for any residential or commercial structures within the development.

13. 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 association is an acceptable maintenance entity.
- D. The existing 100-year flood plain shown 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. 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. 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.
 - H. All wet stormwater ponds greater than 0.5 acres in size shall have a minimum of one (1) functioning fountain/aerator for the purpose of aesthetic and public health considerations. Such fountains/aerators shall be owned and maintained by a Homeowner's or Property Owners Association as applicable.

14. 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.

15. IRRIGATION & WATER USAGE

- A. All landscaped areas shall be irrigated and designed to meet Section 25-337, 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.
- C. For purposes of water conservation, all irrigated areas shall meet the requirements of section 25-337(c)(4), City of Leesburg Code of Ordinances.

16. RECREATIONAL REQUIREMENTS

- A. Recreational development provided on the site shall 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 28,400 square feet (0.65 acres).
- B. Permitted recreational amenities shall include:
 - 1. Children's playground areas
 - 2. Trails
 - 3. Dog Parks
 - 4. Various recreational courts (Tennis, Basketball, handball courts, etc.)
 - 5. Pavillion
- C. Walking trails shall be provided around retention/detention pond and wetlands, as shown on the Conceptual Site Plan, Exhibit C.

17. LIGHTING REQUIREMENTS

- A. All lighting installed shall meet City of Leesburg standards and details, shall be constructed in a manner that is directed to the interior of the property, and does not cause excessive light pollution on neighboring properties.
- B. Exterior lighting shall incorporate "Dark Sky Standards" in the lighting plan for the development. Such lighting shall achieve the overall effect of containing and shielding excessive light pollution. Appropriate designs are shown on Exhibit E, attached hereto.

- C. This will include, but not be limited to shielded fixtures, lower levels of blue light, directional lighting, timed and/or sensor activated light fixtures, and other methods which can reduce impact on adjacent and nearby properties.
- D. Lighting along the entrance road into the project shall be required to meet the above standards except that such lighting shall be incorporated into the wall to minimize light and glare.

18. 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 and recreational facilities 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.

19. 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 this agreement, shall be revised in accordance with the Planned Development review process, City of Leesburg Code of Ordinances.
- B. As part of the overall development review process, if the project is constructed in phases, the 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.
- C. Upon approval of this PUD by the City Commission, a development permit or building permit application must be submitted with the City for work related to one or more phases of the PUD within four (4) years of this approval becoming final with no appeal pending or the PUD will automatically expire, unless otherwise lawfully extended by the City or Section 252.363, Florida Statutes. In the event the PUD expires, the Property shall be governed by the zoning regulations applicable to the RE-1 (Estate Density Residential) zoning district.

20. 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. Model home permits are limited to four (4) per phase prior to the City's issuance of the Certificate of Completion (CC) for the project. Water service and fire access to the model must be available prior to permit issuance.
- E. The transfer of ownership or lease of any or all of the property described in this PUD 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.

- F. 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.
- G. These conditions of approval shall be recited within the site plan and construction plan submittals.

21. LEVELS OF SERVICE AND CAPACITY

A. As submitted, the development resulting from the proposed zoning change may result in demands on public facilities which could exceed the current capacity of some public facilities, such as, but not limited to water, wastewater, roads, drainage, schools, and solid waste. 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 -Planning & Construction

1. 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.
2. For all development requiring construction of new distribution, collection lines, or other infrastructure needed to develop the subdivision, the developer shall 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 concurrent or 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. The City's ability to provide said services is dependent upon capacity available at the time of permit submittal.
2. Future development within the City of Leesburg utility service areas may impact the provision of utility services.

EXHIBIT B**LEGAL DESCRIPTION**

Alt Key 1274168

SILVER LAKE ESTATES S 100 FT OF N 160 FT OF LOTS 5, 6 BLK 41--
LESS W 50 FT FOR RD R/W--S 600 FT OF W 264.30 FT OF LOT 7 BLK
41, N 1/2 OF VACATED RANSOM AVE LYING S OF W 264.30 FT OF LOT
7 BLK 41 BEING IN SEC 14-19-25 PB 10 PGS 66-69 ORB 5018 PG 821

Alt Key 1274184

SILVER LAKE ESTATES 14-19-25 FROM SE COR OF LOT 8 BLK 41 RUN
N 89-51-31 W ALONG S LINE OF SAID LOT 8 A DIST OF 200.13 FT FOR
POB, CONT N 89-51-31 W 200.13 FT TO A POINT ON W LINE OF E 70 FT
OF LOT 7 BLK 41, N 0-0-35 W 599.93 FT TO N LINE OF S 600 FT OF SAID
LOTS 7 & 8 BLK 41, S 89-52-34 E 200.01 FT, S 0-01-17 E 599.99 FT TO
POB, BEING PART OF LOTS 7 & 8 BLK 41 PB 10 PGS 66-69 ORB 4802
PG 1084

Alt Key 1734801

SILVER LAKE ESTATES LOTS 1 TO 8 INCL, BLK 42, BEING IN SEC 14-
19-25 PB 10 PGS 66-69 ORB 1370 PGS 1966, 1970

Alt Key 3889883

SILVER LAKE ESTATES 14-19-25 BEG AT SE COR OF LOT 8 BLK 41,
RUN N 89-51-31 W ALONG S LINE OF SAID LOT 8 A DIST OF 200.13 FT,
N 0-01-17 W 599.99 FT TO A POINT ON N LINE OF S 600 FT OF SAID
LOT 8, S 89-52-34 E ALONG SAID N LINE OF S 600 FT OF LOT 8 A DIST
OF 185.03 FT TO A POINT ON W R/W LINE OF PERSHING RD, S 0-01-59
E ALONG SAID W R/W LINE 100 FT, S 89-52-34 E 14.98 FT TO A POINT
ON E LINE OF SAID LOT 8, S 0-01-59 E 500.05 FT TO POB, BEING PART
OF LOT 8 BLK 41 PB 10 PG 66-69 ORB 4238 PG 1485 ORG 4387 PG 703

RADIO ROAD ILLUSTRATIVE PLAN













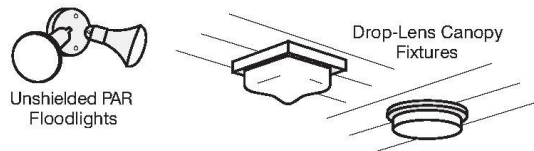
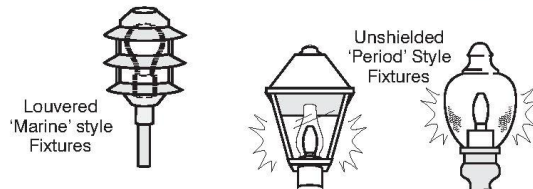
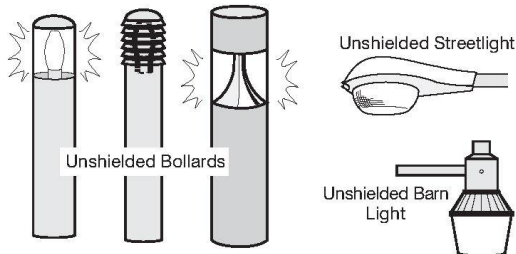
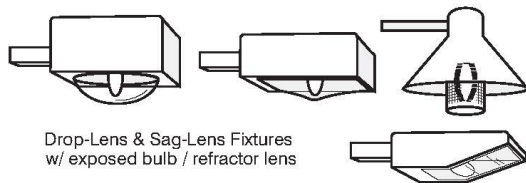
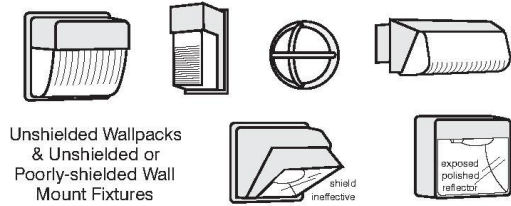
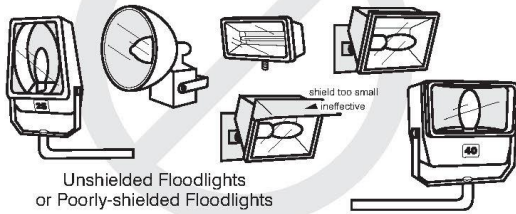




Examples of Acceptable / Unacceptable Lighting Fixtures

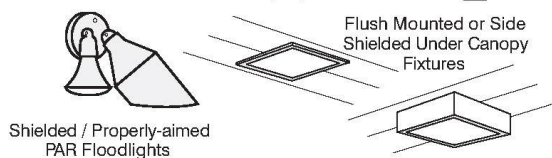
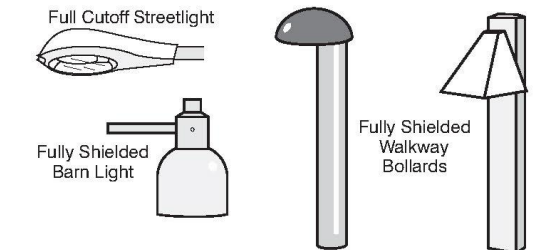
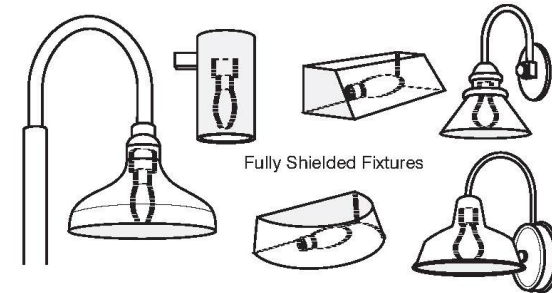
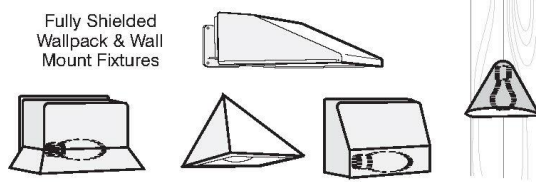
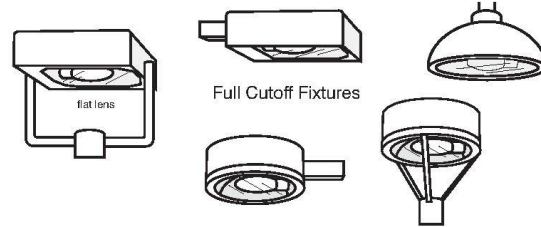
Unacceptable / Discouraged

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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RADIO ROAD ILLUSTRATIVE PLAN



Legend

- Wetlands
- Stormwater
- Open Space
- Townhomes - 32 Units
- 50' x 120' SF Homes - 67 Units
- 60' x 120' SF Homes - 43 Units

UNIT COUNT:
 Proposed Townhomes: 32 Units
 Proposed Single Family: 110 Units
 Total Proposed: 142 Units



CONTACT INFO:
 Alex Stringfellow
 alex@stringfellowplanning.com
 (352) 217-7710

STRINGFELLOW
 PLANNING & DESIGN



CITY OF LEESBURG PLANNING & ZONING DEPARTMENT RECOMMENDATIONS

DATE: March 20, 2025
OWNER: Village Lake Promenade, LLC
PETITIONER: Lowndes
PROJECT: Old Mill Subdivision
REQUEST: Rezoning to PUD (Planned Unit Development)
CASE NO.: PUD-24-421

THE PLANNING & ZONING DEPARTMENT 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 Lake County PUD (Planned Unit Development), A (Agriculture), RMRP (Mobile Home Rental Park District), R-6 (Urban Residential District) and City of Leesburg PUD (Planned Unit Development).
2. The proposed Small Scale Comprehensive Plan (SSCP) amendment is compatible with the adjacent future land use designations of Lake County Urban Medium Density and City of Leesburg General Commercial.
3. The proposed request is consistent with the existing patterns of development in the Radio Road area.

Action Requested:

1. Vote to **approve** staff's recommendation to rezone the subject property from Lake County A (Agriculture) and R-6 (Urban Residential District) to City of Leesburg PUD (Planned Unit Development) and forward to the City Commission for consideration.

**CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY**

DATE: January 9, 2025
OWNER: Village Lake Promenade, LLC
PETITIONER: Lowndes
PROJECT: Old Mill Subdivision
REQUEST: Small Scale Comprehensive Plan to Leesburg Estate Residential and Rezoning to PUD (Planned Unit Development)
CASE NO.: SSCP-24-420, PUD-24-421

GENERAL LOCATION: East of Radio Road and North of U.S. Highway 441

FUTURE LAND USE DESIGNATION: Lake County Urban Low Density Residential

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Lake County Urban Medium Density
South – Lake County Urban Medium Density, City of Leesburg General Commercial
East – Lake County Urban Medium Density
West – Lake County Urban Medium Density

PROPOSED FUTURE LAND USE DESIGNATION: City Leesburg Estate Residential

EXISTING ZONING DESIGNATION: Lake County A (Agriculture) and R-6 (Urban Residential District)

SURROUNDING ZONING DESIGNATIONS:

North – Lake County PUD (Planned Unit Development), A (Agriculture)
South – Lake County PUD (Planned Unit Development), Lake County A (Agriculture), Lake County RMRP (Mobile Home Rental Park District), and City PUD (Planned Unit Development)
East – Lake County RMRP (Mobile Home Rental Park District)
West – Lake County PUD (Planned Unit Development), Lake County A (Agriculture), and Lake County R-6 (Urban Residential District)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

EXISTING LAND USE: Vacant Undeveloped

SURROUNDING LAND USE:

North – Single Family, Manufactured Home, Gov't Submerged
South – Manufactured Home Park, Vacant Gov't, Lake Square Mall, Office
East – Single Family Open Storage
West – Single Family

PROPOSED LAND USE: Single-family lots and attached townhomes with amenities

**CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY**

DATE: May 22, 2025
OWNER: Village Lake Promenade, LLC
PETITIONER: Lowndes
PROJECT: Old Mill Subdivision
REQUEST: Small Scale Comprehensive Plan to Leesburg Estate Residential and Rezoning to PUD
(Planned Unit Development)
CASE NO.: SSCP-24-420, PUD-24-421

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 02/14/2025

FIRE

The following contains comments from Leesburg Fire Department:

In reference to Case Number SSCP-24-420; PUD-24-421

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 SSCP-24-420; PUD-24-421 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 base life support (BLS) unit arrived in 240 seconds or less travel time.

Amanda Stevenson 01/30/2025

ELECTRIC

“Electric has no issues. This will be serviced by Leesburg Electric and will fall under our subdivision provisions for costs.” – Steve Davis 01/30/2025

GAS

“No comment.” – Wayne Williams 01/31/2025

GIS

GIS has no comments. – Nicholas Tota 01/30/2025

BUILDING

No comments received as of 02/14/2025

PUBLIC WORKS

Please see attached letter.

ADDRESSING

No comments received as of 02/14/2025

ECONOMIC DEVELOPMENT

No comments received as of 02/14/2025

LAKE COUNTY PUBLIC WORKS

No comments received as of 02/14/2025

LAKE COUNTY SCHOOLS

“The Old Mill Subdivision (142 DU) is subject to school concurrency review. The applicant can reach out to myself or Helen LaValley (lavalleyh@lake.k12.fl.us) for more information on the process.” – Helen LaValley - 01/30/2025

PUBLIC RESPONSES

General Comments

Questions of concern:

- 1-If or when has the developer held a meeting to gather information and public interest comments?
- 2-Requesting documentation for the Environmental Impact Studies/information for the project.
- 3-Documentation of Code requirements of Urban Low Density and City Estate Residential?
- 4-Documents of the Traffic Impact Study.

You can send these documents to my email-bringingbalance@icloud.com

Thank you in advance and see you at the hearing on Thursday @4:30

Respectfully,

Rebecca Bierwirth

My name is Jim Weesies at 190 Paradise N Leesburg.

This is regarding the change of use of land behind our Molokai. I would expect the plans to include a 8 foot high concrete wall to cut down the noise from the new development. Thank you.

Sincerely Jim Weesies 352-343-3978

Approval

No comments received as of 02/14/2025

Disapproval

Planning and Zoning, and to whom it concerns:

I am emailing your department to voice my concern about a proposed development (Old Mill Subdivision) that will adversely affect my residence and neighbors in the *Stonegate Subdivision* on Irongate Drive.

Although I respect the developer's property rights and have no issue with development in general, I was absolutely taken aback by the proposed access road that will run through a wetland area directly in the backyard of all of the pre-existing homes in the 3300 block of Irongate Drive. I can't believe this would even be a consideration with the wetland area and residential property lines immediately abutting the proposed roadway.

In reviewing universal building codes, specifically for *Access Road feasibility*, I found the feasibility of constructing access roads shall be analyzed from the nature of the existing adjacent Land Use; e.g., commercial tracts with short front setbacks that may not be able to accommodate an access road. Other conditions that may make Access Roads unfeasible are, but are not limited to, roadside areas with Lakes, Wetlands, Utility Corridors, and Existing Buildings, which would certainly make this access road unviable for this proposed project.

The artist's rendering of the road also displays added trees flanking both sides of the roadway. This would be a concern for all of the properties that have an elevated barrier wall on their rear property lines, as the root systems would undoubtedly encroach subterraneous to the existing elevated barrier wall, and most of the homes have inground pools which would create further concern for ground failure and collapse.

I'm not aware of the required setback requirements for access roads, but this ingress/egress road would literally be within 30 feet of my bedroom window, and fifteen feet from the back edge of my pool. Having said that, the noise, light from road illumination, stormwater runoff, vibration, and other negative impacts of two hundred cars accessing the 110-unit development would be unreasonable and likely unbearable for the people who have lived on Irongate Drive for at least two decades.

In closing, please reconsider the viability of the proposed access road for this project. Two adjacent properties would be much better suited for access to the property in question. One is the Lake Square Mall itself, which already shares an access road with the *Lakes at Leesburg* community, and the other is the closed radio station that I believe is currently for sale and provides a larger swath of land width for a two-lane road to access the proposed subdivision.

Thank you for your consideration in this matter.

Christine Iozzi

33132 Irongate Drive
Leesburg, FL 34788

Christine V. Iozzi

Senior Paralegal for Brent C. Miller, Esquire
Law Offices of Brent C. Miller, P.A.
205 East Burleigh Boulevard
Tavares, Florida 32778
Telephone: 352-343-7400
Writer's Direct Fax: 352-253-1227
Christine@bcmillerlaw.com

Planning and Zoning Members, Commissioners, and to whom it concerns;

I am emailing your department to voice my concern with the proposed development (Old Mill Subdivision) that will adversely affect my residence and neighbors in the Stonegate Subdivision on Irongate Drive.

Although I respect the developer's property rights and have no issue with development in general, I was taken aback by the proposed access road that will run through a wetland area directly in the backyard of all of the pre-existing homes in the 3300 block of Irongate Drive. I can't believe this would even be a consideration with the wetland area and residential property lines immediately abutting the proposed roadway.

In reviewing universal building codes, specifically for Access Road feasibility, I found the feasibility of constructing access roads shall be analyzed from the nature of the existing adjacent land use. The language in the code specifically states "conditions that may make Access Roads unfeasible are, but are not limited to, roadside areas with Lakes, Wetlands, Utility Corridors, and Existing Buildings", which would certainly make this access road inviable for this proposed project.

In closing, please reconsider the viability of the proposed access road for this project. The two adjacent properties to the south, which are already owned by the Petitioner (Village Lake Promenade) would be much better suited for access to the property in question (see attached map). One is the Lake Square Mall property itself, at Via Entertainment/Village Lake Promenade (Entrance Option #1), which already shares an access road with the Lakes at Leesburg community and already has a controlled access point/traffic light on Radio Road. The other option (Entrance Option #2) is to enter from Radio Road along the elevated berm of the pre-existing dry retention area and make a 90-degree turn where Entrance Option #1 is suggested. Either of these options has a lesser impact on the wetland area, and neither of those options would draw opposition from the property owners in the Stonegate Subdivision.

As previously stated, we respect the rights of property owners to develop their property, however, we would ask that they reflect the same respect toward their neighbors.

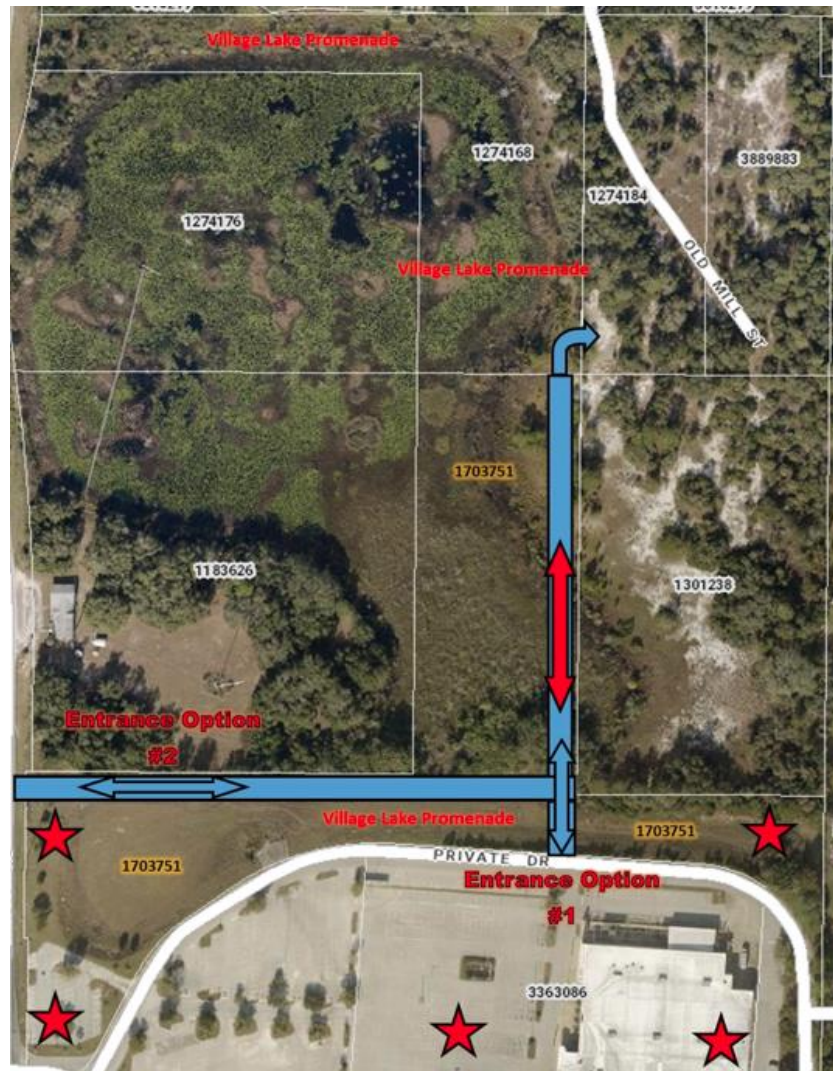
To the Planning and Zoning Board Members; If you decide to approve this project, we would respectfully request that the proposed access road directly behind our homes be removed from consideration and that one of the two suggested proposals be added to the plan instead.

Thank you for considering this matter.

Respectfully,
Christine Iozzi

Christine V. Iozzi

Senior Paralegal for Brent C. Miller, Esquire
Law Offices of Brent C. Miller, P.A.
205 East Burleigh Boulevard
Tavares, Florida 32778
Telephone: 352-343-7400
Writer's Direct Fax: 352-253-1227
Christine@bcmillerlaw.com



Good evening,

My name is David Chambliss and I have lived in the community of Stonegate at Silver Lake over **15 years**. Like many of my neighbors, I chose to buy my home here because of the **peaceful environment, the beautiful scenery, and the natural wetland that serves as a backdrop to our lives**. This land has remained undisturbed for as long as we've lived here, and the idea of a road being placed behind our homes is deeply concerning for many reasons.

1. We Bought Our Homes for the Scenery & Privacy

One of the main reasons we, and many others, moved here was because of the **natural beauty surrounding our community**. This wetland has provided a quiet retreat, a habitat for wildlife, and a **natural buffer** that protects our privacy and quality of life. If this road is built, we will lose:

- The **scenic views** that have made our homes so enjoyable.
- The **privacy** that the wetland provides, replaced with a roadway, headlights, and traffic.
- The **quiet atmosphere** that makes this community feel like home.

We have enjoyed **15 years of peace and nature**, and it's difficult to accept that this could be taken away by development that does not benefit the existing residents.

2. Property Value & Security in Our Gated Community

We live in a **gated community**, which means security and exclusivity are key reasons why people choose to live here. A road behind our homes:

- **Decreases our home values** due to increased traffic, noise, and loss of privacy.
- **Compromises security**, as roads provide easier access to areas that were once secluded.
- **Changes the character of our neighborhood**, making it feel less like a private, peaceful community and more like a cut-through for traffic.

For most of us, our home is our biggest investment. This road does not **benefit** us—it **takes away value, security, and privacy** from the people who already live here.

3. Environmental & Flooding Concerns

The wetland behind our homes is a **thriving ecosystem**. Over the years, we have seen **birds, gophers, bobcats, wild hogs, and even bears** live and move through this space. This road will **destroy their habitat**, forcing them into our neighborhoods, which could lead to increased encounters and safety risks for both animals and residents.

Additionally, wetlands **protect against flooding** by naturally absorbing rainwater. Right now, the water is already **only 40 feet from our property walls**. Based on the aerial photos the developer is using...those are old photos and the water is much higher than what is being shown. I have attached photos to show the water level and also where the survey marker is located 100ft off the retaining wall. Paving a road through this area will:

- **Alter drainage patterns**, making our homes more vulnerable to flooding.
- **Create excess runoff**, which can lead to **erosion and property damage**.
- **Cause long-term problems**, requiring costly infrastructure to correct the damage.

This road is not just about convenience—it could have real, **negative consequences** for homeowners and the environment.

4. A Need for Responsible Planning

We are not against progress, but **this is not the right place for a road**. There must be **alternative solutions** that do not:

- Destroy a **natural wetland** that has been undisturbed for decades.
- Lower the **value and security** of our **gated community**.
- Disrupt the **privacy and quality of life** we have enjoyed for over **15 years**.

We are asking the developers and city planners to **respect the community that is already here**. We urge you to **reconsider this proposal** and work with us to find a solution that protects both homeowners and the environment.

Thank you for your time.

David Chambliss

33144 Irongate drive

Leesburg Fl. 34788





To: Planning and Zoning

planzone@leesburgflorida.gov

Subject: road behind Stonegate Subdivision.

February 16, 2025

To whom it may concern,

I am writing this letter to express my strong opposition to the proposed construction of a road behind my property in Stonegate subdivision; I am deeply concerned about the potential negative impact this road could have on our neighborhood, specifically my property.

My primary concerns are as follows:

1-**Increased traffic** the new road is likely to lead to increased traffic flowing through our already congested area, posing safety risks to our residents. I am worried about the potential hazards this could create for our community.

2-**Noise and Privacy** The proposed road could significantly alter the serene and peaceful environment that currently exists in our neighborhood. Increased construction noise during the development process, and potential noise from additional use disrupting our daily lives and our privacy.

3-**Property Values** My concern is the road could negatively impact property values in our neighborhood. Homeowners have invested in this area that is primary residential, and a road behind our property could have an adverse effect on our investments.

4-**Alternative Solutions** I believe there are more suitable locations in the area where such a road could be built without compromising the existing quality of life for residents in our neighborhood. I urge the City to explore alternative options that better align with the community needs and concerns.

In light of the above concerns, I kindly request that the City reconsider the approval of this road in its current proposed location.

Thank you for taking the time to review my concerns. I hope that the City will carefully consider the potential implications of the road on our community well-being and choose a course of action that best serves the interests of all residents.

Sincerely,

Edgar & Arlene Morales

My name is Suzanne (Sue) Beckley, and I and my husband, Brent Beckley, live at 33226 Irongate Dr, Leesburg, FL 34788. Our back lawn fence abuts the project zone.

I am writing today to inform you that I have read the environmental impact statement conducted for this project and have more information for you, including pictures. At least one mating pair of Sandhill Cranes nest by the water/pond/wetland directly behind our property and have done so since we moved here in December of 2021. We have photographs of them dating back to 2021, hear them fly from their nesting site every day over our house at least several times per day, have witnessed them walking in-between our fence and the neighboring property coming from the wetland to the property and then continuing on into our community (Stonegate at Silver Lake) to forage for food. They eat right from our lawn and others. On May 25th, 2025, I photographed this mating pair on my front lawn with their two colts and posted these on FaceBook (see attached photos to this email).

Having a road constructed directly behind our community will most certainly disrupt this mating pair and damage their nesting area if allowed to proceed, not to mention there are a number of Gopher Tortoise dens that are directly behind my fence and on the property of my aforementioned neighbor. We also have pictures of a Bald Eagle that landed on our fence! I cannot attest to where its nest is, however, we have witnessed it flying directly over our house and over the wetlands behind us. We have found several smaller bird remains in our yard, which indicates the raptors are feeding from very near our property.

We strongly request you to disallow the property directly behind us to be turned into a roadway for a new busy community. It will totally disrupt, if not endanger, the wildlife here, protected species and other species alike. Not to mention what all of that construction will do to our peaceful and serene community. The peace and serene environment that our community enjoys is the PRIMARY reason we bought our home in 2021. It is one of the reasons our properties are valued at the high level that they are. If this project is allowed to happen, especially the roadway inserted directly behind us, our property values will most certainly go down as will our quality of life. Many of us have lanais that we sit out in every day (some have pools). What will we be looking at every day if you allow the trees to be taken out and the wetlands to be fettered with? Cars and trucks driving daily? That is not an improvement, it is destruction. The trees mitigate the hurricanes! Leesburg is listed as the "safest city" in all of Florida for weather. It won't be if all these older yet vital trees are removed. We absolutely love living in Leesburg! I understand the need for development, but please don't turn Leesburg into The Villages or Miami.

Finally, I appeal to your consideration that there are many unused properties in Leesburg that do not have a wetland that will be destroyed. The project that is happening directly across from The Cracker Barrel on State Highway 441 by Lowes and the Fire Station for example. Please do not allow this Old Mill project, or at the very least, do not allow a road to be built from Radio Road behind us. It will harm the wildlife and ruin our beautiful community's quality of life.

Please feel free to call us or come to our property to witness these animals. We are available for any impact studies you may wish to conduct, and will permit use of our property to that end. Someone can install wildlife cameras on our property!

Thank you sincerely,
Sue Beckley
607-238-6740



Sue Beckley

May 24, 2024 · 🌐



The neighborhood Sand Hill Cranes have TWO colts this year. We think these little (big) chickens are adorable. (pics taken from inside the house with a telephoto lens which compromised the quality, but not the cuteness 😊)





Department of Public Works, Engineering Division
P.O. Box 7800 • 350 N. Sinclair Ave. • Tavares, FL 32778

February 3, 2025

Daniel Yekel
Senior Planner
City of Leesburg
Planning and Zoning Department
204 North 5th Street
Leesburg, Florida 34749
(sent via email)

RE: PROJECT: Old Mill Subdivision / Planned Unit Development - Mixed Use Planned Use
Development
CASE NO.: PUD-24-421

Thank you for requesting our comments on this planned unit development.

The below information neither constitutes an approval nor a denial by Lake County Board of County Commissioners or Lake County staff. Specifically, the County Commissioners have neither discussed nor voted on this project. These recommendations are only from the Lake County Department of Public Works. The Office of Planning and Zoning, Office of Building Services, Office of Fire Rescue, and other associated offices have NOT provided comments on this development. Further input by these groups may be required.

Major comments for Radio Road

- Turn Lanes are required on Radio Road at the development's proposed access.
- Additional right-of-way may be required for Radio Road.
- A sidewalk along the development road frontage for Radio Road will need to be accommodated.
- A traffic impact analysis is recommended to be provided and reviewed prior to the PUD hearing.

P 352.253.6000 • F 352.253.9025
Board of County Commissioners • www.lakecountyfl.gov

Douglas B. Shields
District 1

Sean M. Parks, ACP, QEP
District 2

Kirby Smith
District 3

Leslie Campione
District 4

Josh Blake
District 5

Lake County Department of Public Works recommended requirements for the Old Mill Subdivision PUD impacts to roadways and drainage systems:

Radio Road:

- Access to the development off Radio Road will require both left and right turn lanes.
- Sidewalk will need to be provided along road frontage to meet city and county requirements from Stone Park Dr to the southern boundary along Radio Road.
- The traffic impact analysis for the site will need to analysis the storage queue for the existing turn lanes and a signal warrant analysis for the intersection.
- Additional right-of-way may be required to accommodate the right and left turn lanes, and sidewalk while maintaining roadside swale drainage.
- Additional right-of-way for Radio Road may be required to meet the minimum requirements for a collector roadway and to accommodate the offsite road improvements while maintaining the road drainage. Further evaluation will be performed with subdivision plans based on impacts due to drainage, sidewalk, turn lanes, shoulders, etc. The adopted minimum right-of-way widths for County Collector Road is 100-ft (50-ft from centerline of pavement).
- Radio Road is defined with a functional road classification of 'urban collector' by the Lake County Comprehensive Plan and adopted Lake-Sumter Metropolitan Planning Organization (LSMPO) Plan.

Traffic:

- A Traffic Impact Analysis (TIA) will be required of this development for review by the Lake-Sumter MPO and Lake County Public Works Department. The TIA will need to follow the Lake-Sumter MPO Traffic Impact Analysis Methodology and Guideline the methodology will need to be worked out prior to TIA submittal.
- The TIA is highly recommended to be provided for review by City of Leesburg's traffic engineering consultant, Lake-Sumter MPO, and Lake County prior to public hearings for the PUD.

Internal connectivity:

- The development is recommended to have internal pedestrian and bicycle connectivity throughout the development and to Radio Road
- The cul-de-sac that is shown on the concept plan on the north side of the development should be setup for the undeveloped property north of this one to be able to interconnect and access from it. A reservation of right-of-way extension may allow for this to achieved.

Stormwater Management:

- The site's stormwater management design will need to be reviewed by Lake County when submitted to both the City of Leesburg and St Johns River Water Management District. We may require Lake County stormwater design standards on ponds that outfall or affect surrounding unincorporated lands or onto county roads.

Flood Study:

- Development will be responsible for a drainage and flood study to determine the flood zones within and partially crossing into the development area. The flood study will require review by both the city and county. The study will evaluate downstream impacts from stormwater outfall from this site.

Please be advised that this letter pertains to transportation, access management, stormwater, and floodplain related impacts foreseen from the proposed PUD application as reviewed by Lake County Department of Public Works. This letter does not include any land use, zoning, or any other elements that may be addressed by other departments, such as Lake County Department of Economic Growth - Office of Planning and Zoning.

Please contact me if you have any questions concerning the comments and recommendations provided in this letter.

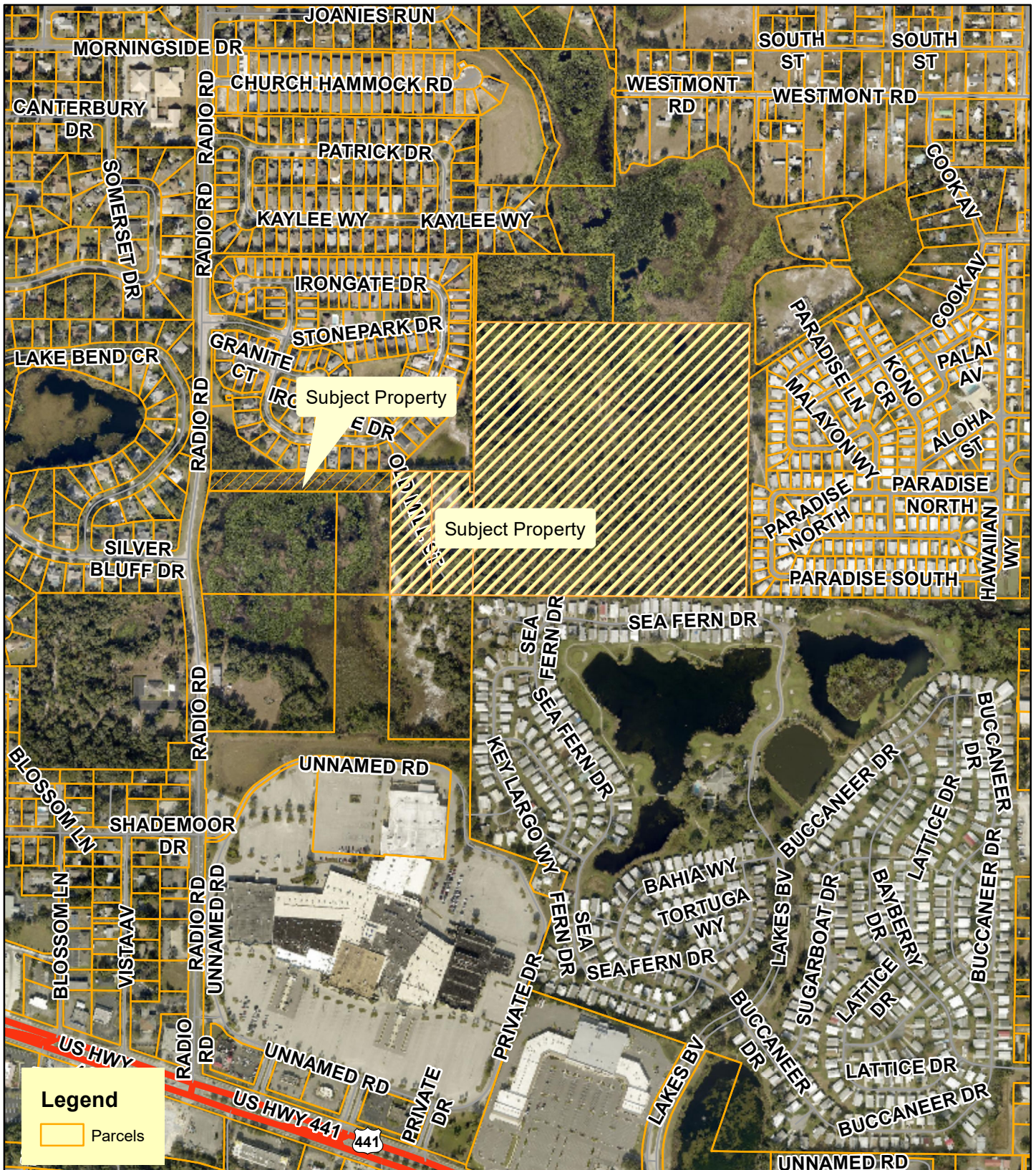
Sincerely,

Seth Lynch

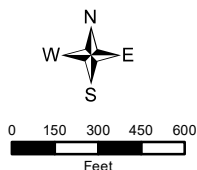
Seth Lynch
Development Engineer/Project Manager
Lake County Department of Public Works
Engineering Division
slynch@lakecountvfl.gov

Cc Jeff Earhart, Engineering Manager for Lake County
Mike Fitzgerald, Planning Director for Lake County
Janie Barron, Chief Planner for Lake County
Dan Miller, Planning Manager for City of Leesburg

Aerial

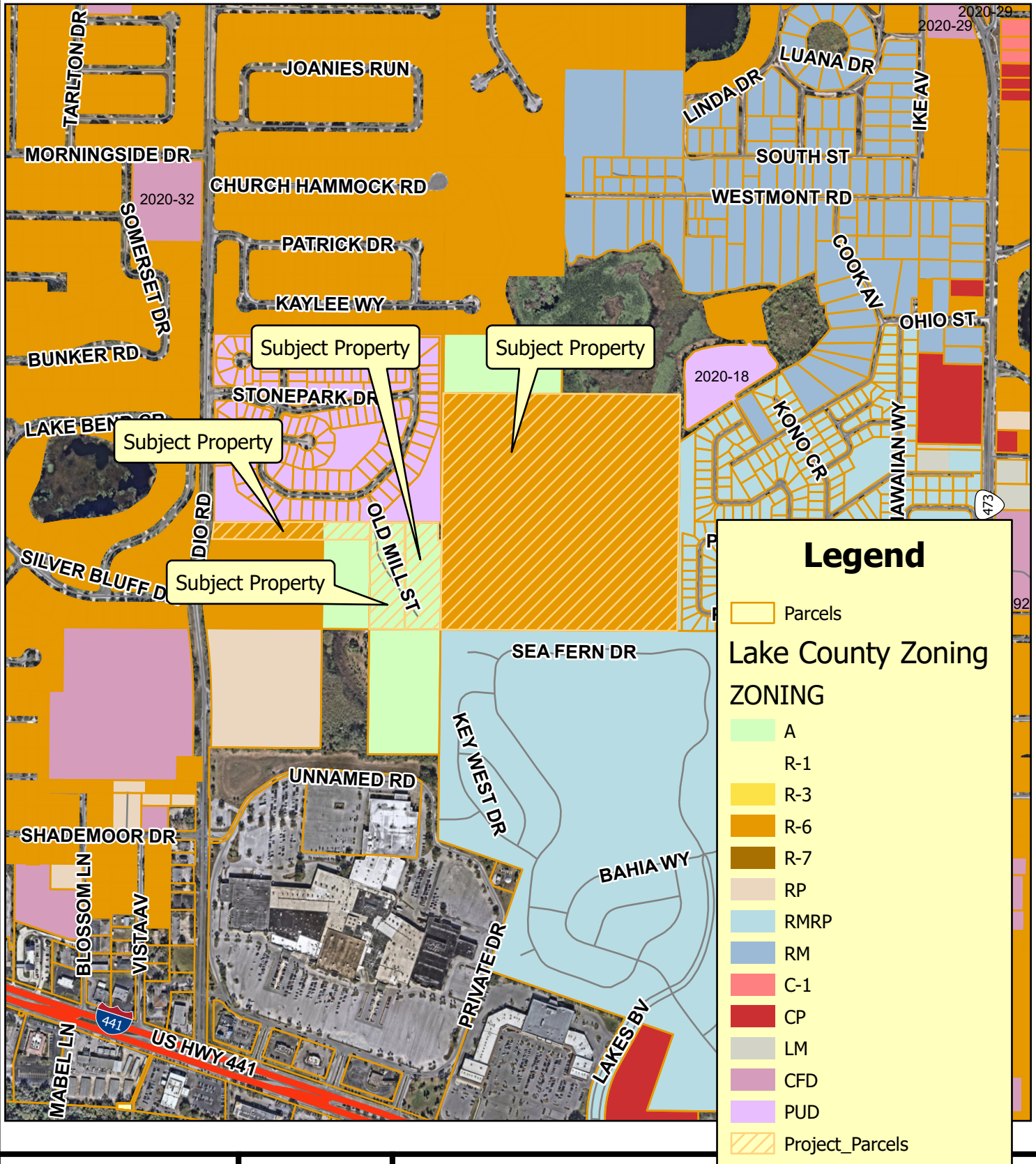


**Planning
& Zoning
Division**

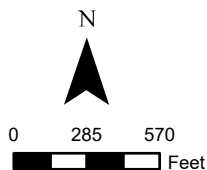


Old Mill Subdivision
 ANNX-24-419, SSCP-24-420, PUD-24-421
 AK#s 1274168, 1274184, 3889883, 1734801
 Section 01, Township 19, Range 25 East
 January 8, 2025

Lake County Zoning

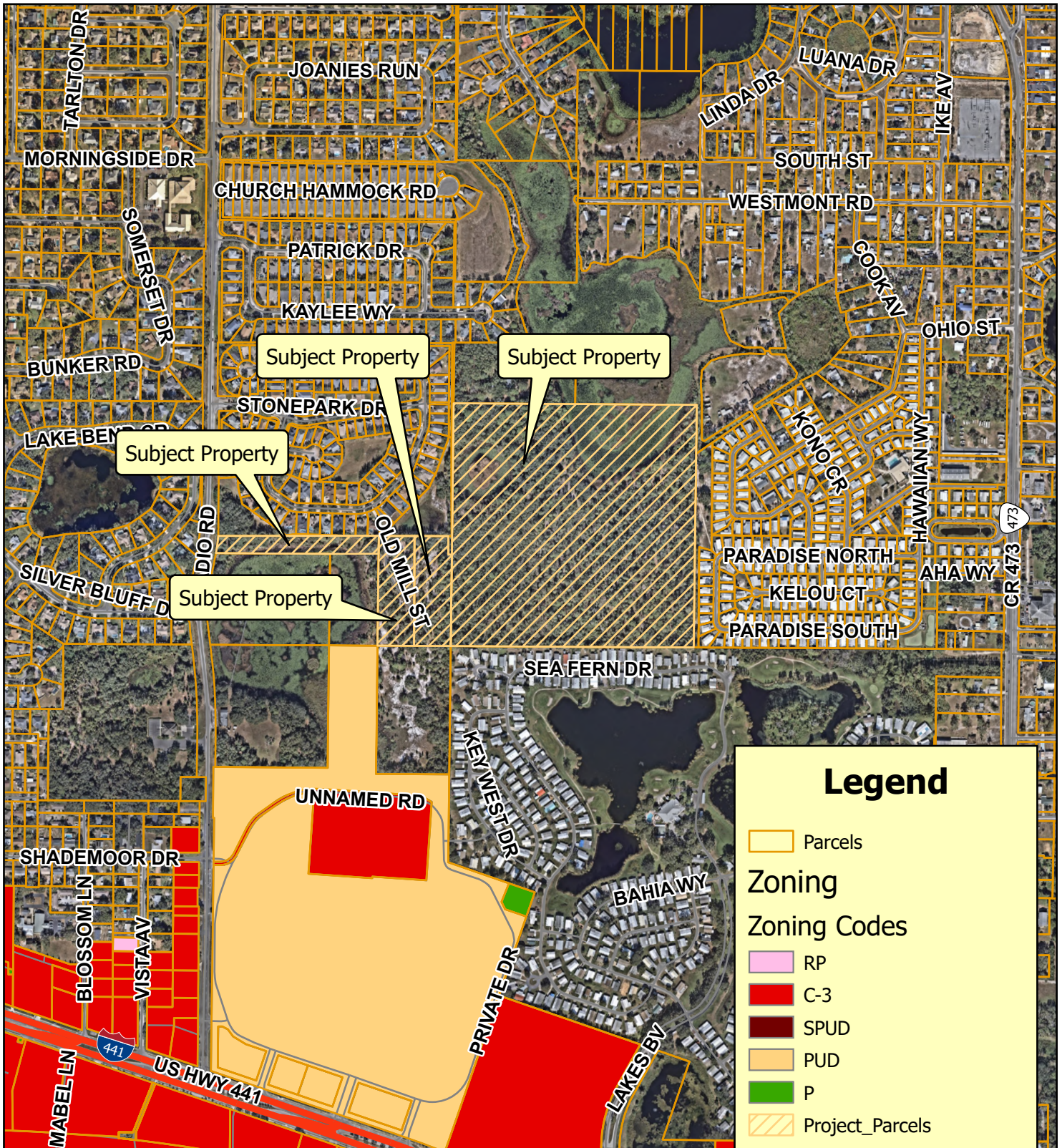


**Planning
& Zoning
Division**

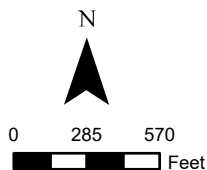


Old Mill Subdivision
 ANN-24-419, SSCP-24-420, PUD-24-421
 AK#s 1274168, 1274184, 3889883, 1734801
 Section 01, Township 19, Range 25 East
 January 8, 2025

Zoning

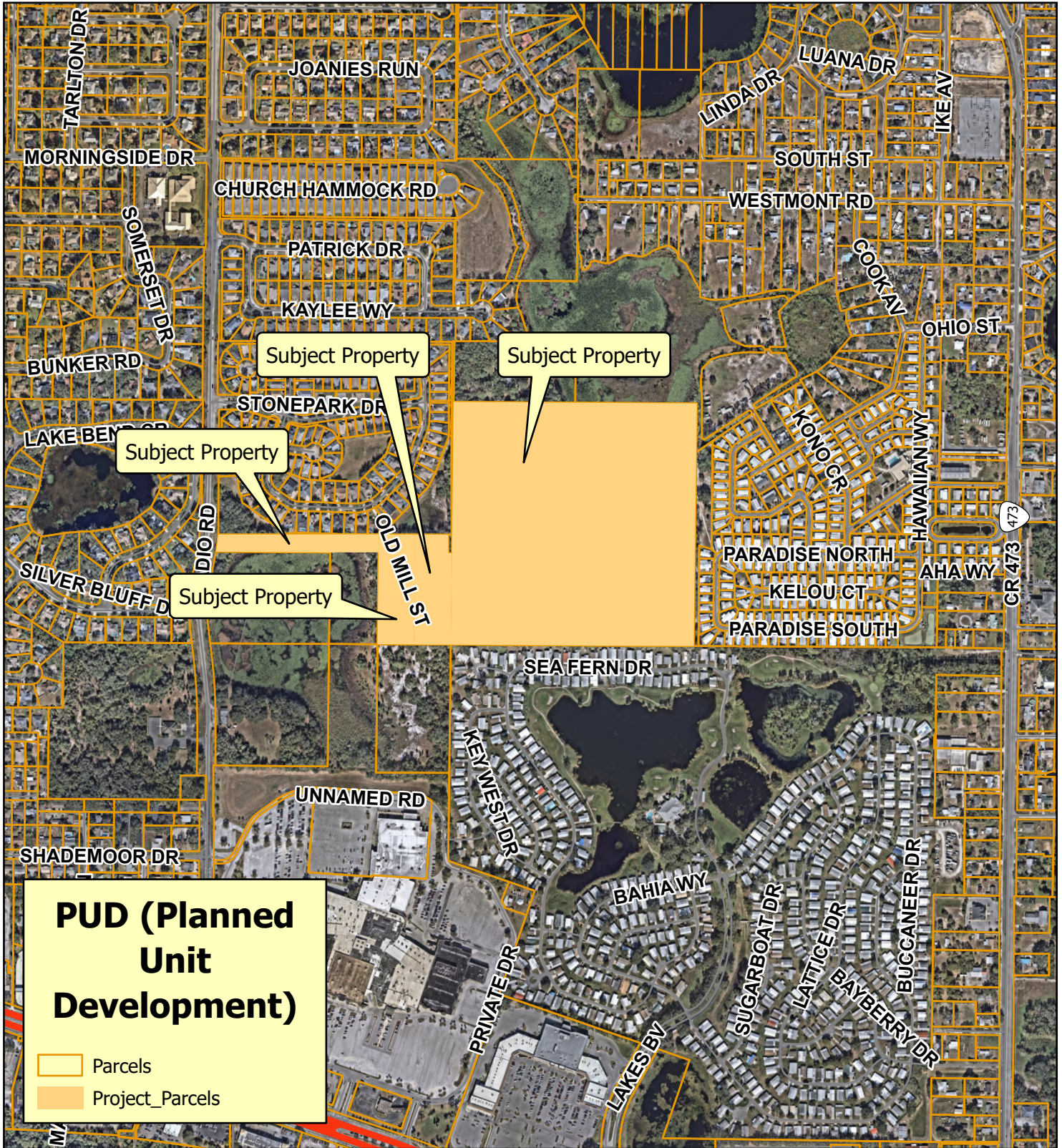


**Planning
& Zoning
Division**

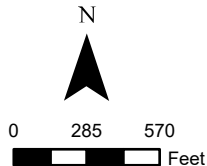


Old Mill Subdivision
 ANNX-24-419, SSCP-24-420, PUD-24-421
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 Section 01, Township 19, Range 25 East
 January 8, 2025

Proposed Zoning

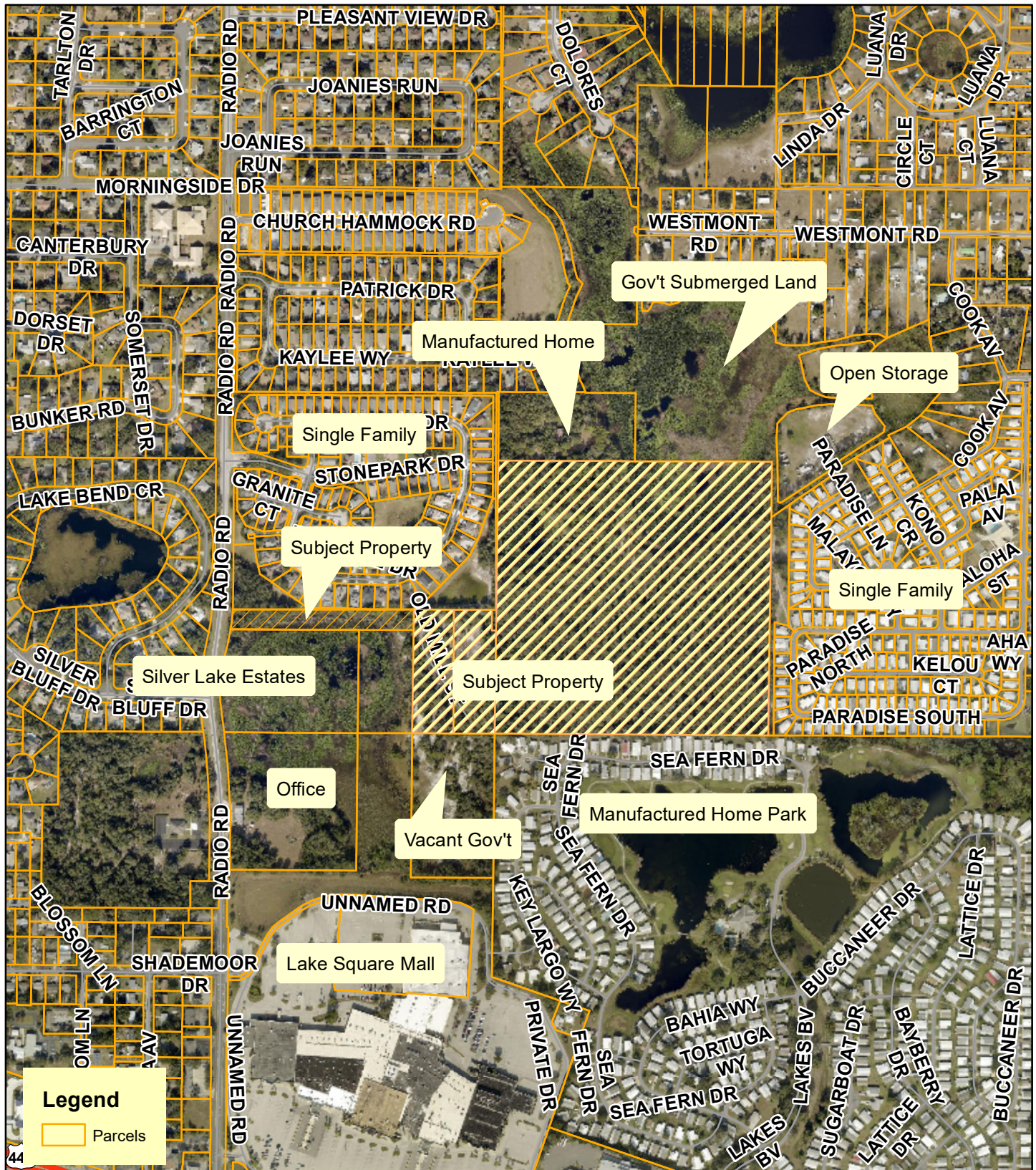


**Planning
& Zoning
Division**

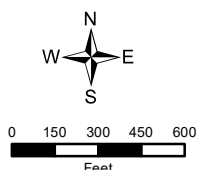


Old Mill Subdivision
 ANN-24-419, SSCP-24-420, PUD-24-421
 AK#s 1274168, 1274184, 3889883, 1734801
 Section 01, Township 19, Range 25 East
 January 8, 2025

Surrounding Land Use



**Planning
& Zoning
Division**

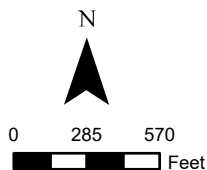


Old Mill Subdivision
 ANNX-24-419, SSCP-24-420, PUD-24-421
 AK#s 1274168, 1274184, 3889883, 1734801
 Section 01, Township 19, Range 25 East
 January 8, 2025

Wetlands & Flood Zone



**Planning
& Zoning
Division**



Old Mill Subdivision
 ANN-24-419, SSCP-24-420, PUD-24-421
 AK#s 1274168, 1274184, 3889883, 1734801
 Section 01, Township 19, Range 25 East
 January 8, 2025



STRINGFELLOW
PLANNING & DESIGN



STRINGFELLOW
PLANNING & DESIGN



STRINGFELLOW
PLANNING & DESIGN



STRINGFELLOW
PLANNING & DESIGN

Existing Homes

Existing Retaining Wall

Proposed 8' Masonry Wall

Red Cedar & Crepe Myrtle Buffer



Wetland

Wetland

Red Cedar & Crepe Myrtle Buffer

Proposed 8' Masonry Wall

Existing Retaining Wall



STRINGFELLOW
PLANNING & DESIGN



Proposed 8' Masonry Wall



Wetland



STRINGFELLOW
PLANNING & DESIGN



2nd Floor View



DRAFT SUMMARY MINUTES OF THE REGULAR MEETING
OF THE PLANNING COMMISSION
CITY COMMISSION CHAMBERS, CITY HALL

THURSDAY, MARCH 20, 2025, 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, March 20, 2025, in the Commission Chambers at City Hall. Commissioner Ted Bowersox called the meeting to order at 4:35 p.m.

The following Commission members were present:

Tim Sennett
Nathaniel Sanders
Ted Bowersox
John O'Kelley
Stewart Kaplan
Ze'Shieca Carter
Ken Simeone

The following Commission members were absent:

Frazier J. Marshall
Darin Akkerman

City staff that was present included Dan Miller, Planning & Zoning Director, Kandi Harper, Deputy Director of Planning, Dianne Yekel, Senior Planner, and Melissa Medders, Planner. City Attorney Jennifer Cotch was also present.

The meeting opened with an invocation given by Commissioner Ted Bowersox and the Pledge of Allegiance to the Flag.

Senior Planner Dianne Yekel swore in staff as well as anyone wishing to speak.

Dan Miller, Planning & Zoning Director, informed the audience of the rules of participation and the need to sign the speaker's registry. He also informed Commissioners and the audience of the City Commission meeting dates tentatively scheduled.

MINUTES OF PLANNING & ZONING COMMISSION MEETING FOR FEBRUARY 20, 2025.

Commissioner Carter moved to APPROVE the minutes from the February 20, 2025 meeting. Commissioner Carter SECONDED the motion, which was PASSED by a vote of 6 to 0.

OLD BUSINESS

1) **PUBLIC HEARING CASE # SSCP-24-420 – OLD MILL SUBDIVISION – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT**

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE FUTURE LAND USE DESIGNATION OF APPROXIMATELY 37.48 +/- ACRES FROM LAKE COUNTY URBAN LOW DENSITY TO CITY OF LEESBURG ESTATE RESIDENTIAL, FOR A PROPERTY GENERALLY LOCATED EAST OF RADIO ROAD AND NORTH OF U.S. HIGHWAY 441, AS LEGALLY DESCRIBED IN SECTION 01, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, APRIL 28TH, 2025 AND SECOND READING IS TENTATIVELY SCHEDULED FOR MONDAY, JUNE 9TH, 2025)** (Old Mill SSCP)

Dan Miller introduced case number # *SSCP-24-420 – OLD MILL SUBDIVISION – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT* and *PUD-24-421 – OLD MILL SUBDIVISION – PLANNED UNIT DEVELOPMENT* into the record and entered the exhibits into the record with maps and photo exhibits including aerial, zoning, future and surrounding land use, wetlands/flood zone maps, CRA maps, staff summary, departmental review summary, and staff recommendations.

Mr. Miller gave some background information on the project. He said that the property consists of 37.48 +/- acres, generally located east of Radio Road and north of US Highway 441. This request is for an annexation, small scale comprehensive plan and rezoning. The future land use will go from Lake County Urban Low Density to City of Leesburg Estate. The zoning will go from Lake County A (Agriculture) and R-6 (Urban Residential) to City PUD (Planned Unit Development). Currently, the site is 37.5 +/- undeveloped acres. The request is for future development of 142 single family units, both attached (townhouses) and detached, as seen in the conceptual site plan.

Deputy Director Kandi Harper presented the maps and photo exhibits demonstrating the area of the proposed site for both cases.

Department Review Summary: This case was sent out to all the different departments for review, no substantive comments or objections received from the departments. When no comments are provided, this indicates that the department has the capacity to serve the proposed development. Regarding the School Board, this project will be subject to school concurrency review, and will likely be subject to a mitigation agreement to provide adequate stations within the school system. Lake County Public Works will require additional right and left turn lanes on Radio Road, along with the necessary additional right-of-way as needed by the County to accommodate any off-site improvements. They will also require a sidewalk along Radio Road. Right-of-way donation will be as needed and permitting will be done through the Lake County Public Works Department for their access points.

For Public responses, per Florida Statute and City of Leesburg Code of Ordinance notice requirements, the project was legally advertised, posted and letters sent out to the surrounding property owners. The neighbors did express significant concerns regarding access to the site, the wetlands to the south, and wish to provide comments today. In summarizing the comments, they are concerned about the proposed roadway on the plan which lies within the 100-foot-wide strip on the subject property which is immediately south of the Stonegate Subdivision. There were also concerns

for the wildlife, wetlands, flooding, noise, privacy, property value, security, and quality of life. Upon receipt of these comments, staff did ask the applicant to set up a neighborhood meeting

Mr. Miller also highlighted the PUD requirements stating that this proposal would consist of 110 single-family detached, and 32 single-family attached (townhouse units) for a total of 142 units. There is a two-floor maximum height. There are two lot sizes, 67 lots at 50 x 120 feet for 6,000 square foot per lot, and 43 lots at 60 x 120 feet for 7,200 square feet per lot. The proposal for the house sizes are 1,700 square feet for the 50-foot lots and 1,800 for the 60-foot lots. The front setback will be 25 feet and the rear setback will be 18 feet. The townhouse units will be 20 feet in width with 1,400 square feet house sizes. There will be a minimum of 2 off-street parking spaces for each unit in the development, plus extra spaces are provided in the conceptual plan for the attached units. 35% of the property must be in open space, and dark sky lighting is required. A split rail fence is required where development is adjacent to the subject property (4-feet) on the area where houses will be constructed. Access point will be from Radio Road in a boulevard style entry way. In addition, the applicant is offering a wall, which will need to be written into the PUD.

The Planning & Zoning staff recommended the approval of the request for the following reasons:

1. This project meets the requirements of Chapter 163.3187 Florida Statutes, for Small Scale Comprehensive Plan Amendments.
2. The proposed Small Scale Comprehensive Plan (SSCP) amendment is compatible with the adjacent future land use designations of Lake County Urban Medium Density and City of Leesburg General Commercial.
3. The proposed zoning classification of PUD (Planned Unit Development) is compatible, as conditioned, with the current surrounding zoning districts of Lake County PUD (Planned Unit Development), A (Agriculture), RMRP (Mobile Home Rental Park District), R-6 (Urban Residential District) and City of Leesburg PUD (Planned Unit Development).
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 Medium Density to City of Leesburg Estate Residential and forward this recommendation to the City Commission for consideration.

Attorney Logan Opsahl gave a presentation summarizing the applicant's requests for the three applications. He went over the conceptual plan, including the direct access to the development. Attorney Opsahl gave a recap of the two community meetings that were held with the neighbors at Stone Gate. The first meeting was held on March 5th, 2025 to discuss the project with the adjacent property owners. Chuck Hiott walked the property after this meeting with the neighbors. The second meeting was held on March 14th, 2025. The following are concerns & commitments to the neighbors:

- 6' fencing along shared residential boundaries
- 6' pre cast wall plus landscaping and removed of one sidewalk along entrance road

- Willing to remove current legal access rights through Stonegate's subdivision

Attorney Opsahl stated that the development team did look at the option of accessing the property through the mall parcel, which is south of the subject property. Acquiring this access is not an option. Regarding the **second** option through the northern neighborhood, Attorney Opsahl stated that there currently exists a 10' wide platted access. It is considered to be an easement by necessity, which is a common law right, afforded to a property owner when it is landlocked. You can petition a court to grant access, which previously the subject property was granted this access through the Stonegate community for emergency services. The applicant opted to remove that platted access as a secondary access location to serve the project. Absent the access being provided in the conceptual plan, the property owner would need to petition a court for access to their property. There is no clear-cut test for what a court will look at, but there are factors that the court will consider such as what has been granted with historical access. A **third** option is purchasing the Radio Road parcel (alternate key 1183626). After discussion, the owner is not interested in selling their parcel or granting an easement for access. Alternate Key 1301238, which belongs to the County would also have to be purchased. The County has already confirmed in writing that this option is not available. The **fourth** option is to move the access further south. The applicant currently does not have control over this portion of the parcel and cannot get control over it.

Attorney Opsahl showed conceptual renderings of the entrance road, including the landscape buffer and the proposed 8' masonry wall.

Chairman Sennett said that he concerned about the entry road, stating that it is completely in the wetlands. Dan Miller answered that it needs to be determined by a wetland delineation line done by a wetland engineer. Mr. Miller stated that there are property rights that go with the property. The only two options are to go through the 100-foot-wide strip, or come up from another direction. If there is any wetlands mitigation that needs to occur, and there are different types of wetlands, they are a state level issue that is determined by environmental engineers and water management district. Attorney Opsahl stated that they are aware of the state permitting that is required.

Christine Iozzi, 33132 Irongate Drive, read her e-mail dated March 18, 2025 into the record that was sent to the Planning & Zoning Department.

Angela Chambliss, 33144 Irongate Drive, stated that she does not oppose development, but wanted to ask for a fair and reasonable solution. One that does not come at the expense of the privacy, security, and home values. The proposed rezoning would place the road and sidewalk 30-feet away from their back patio. Because of the wetlands, the road and sidewalk must be built up at least 3-feet, which means both will be level with the backyard walls. Instead of having a quiet, private space, they will be forced to live with a road carrying over 200 cars, a sidewalk where pedestrians will be walking eye-level with their pools, and streetlights that shine directly into their windows at night. She feels they are being asked that they very thing that makes their home valuable is being taken away.

Rebecca Bierwirth, 33202 Irongate Drive, just bought their home 8-months ago to be near their grandchildren. She stated that her house has the smallest amount of retention wall. She said that she doesn't want people looking at their pools and her grandchildren while they are in the backyard.

Greg Stanfield, 33324 Irongate Drive, inquired about the access for this property. Chairman Sennett pointed the access from Radio Road.

Attorney Opsahl stated that he appreciates the feedback. The easement does still exist through the neighborhood, and is for emergency access only. It is one they would look to give up and not utilize. Absent their entrance, it is one that would need to be looked to for potential access, though not preferable.

Commissioner Carter asked if he was willing to consider that, right now, the emergency entrance be through Stonegate, but give other concessions being made, he is willing to vacate that access. Attorney Opsahl answered that absent the proposed access, they would be landlocked. So they would have to petition a court for access to their property. A judge will look to historical access and what has been granted. What is being proposed is much more favorable because they wouldn't have to change the existing easement from emergency access to full access.

City Attorney Jennifer Cotch said that the emergency access that was issued would go away because they would have actual access. Commissioner Carter stated that sometimes we ask them to have that second access.

Chairman Sennett that he would have a hard time approving this knowing that they may still go through this neighborhood. Attorney Opsahl stated that it was an easement by necessity, so given access they would no longer need it.

Commissioner Carter stated that they should do what they can to not go through that neighborhood. Attorney Opsahl stated that they do not own the other options.

Commissioner O'Kelley stated that they Old Mill emergency access might have been developed for Stonegate for their emergency access.

Commissioner Bowersox inquired about who would maintain the property between the retention wall and the masonry wall. Attorney Opsahl stated that they would maintain everything up to their boundary line.

Milton Androde, Vice President of Land Highland Homes, stated that the goal would be to put the precast wall as close as possible to the northern property line, and put it within a common area tract so it can be maintained by the Old Mill HOA.

Commissioner Carter also brought up speed tables, home values in the neighborhood, and building up the wall in Stonegate.

Commissioner O'Kelley asked who gives approval for filling in wetlands. Dan Miller replied that it goes up to the state level with St. John's, FDEP, and sometimes Core of Engineers. There is a significant amount of work that needs to be done before wetlands can be mitigated. If the wetland issue is not resolvable to the state satisfaction, the project would stop.

City Attorney Cotch added that the placement of the road is intentional because St. John's River Water Management District is going to require that the road impact the wetlands as minimally as possible. Mr. Miller stated that the PUD is written so that access will come off of Radio Road, but it is not meant to be interpreted as the access coming from the one point. The subject property can be accessed anywhere off of Radio Road.

Commissioner Sanders made a motion to APPROVE case # SSCP-24-420 – OLD MILL SUBDIVISION – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT with the condition of having a speed table, wall and sidewalk on the south side.

The motion died for lack of a second.

Commissioner Bowersox made a motion to DENY case # SSCP-24-420 – OLD MILL SUBDIVISION – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT. Commissioner Kaplan SECONDED the motion which was DENIED by a voice vote of 4 to 3.

The roll call vote was:

Commissioner Sanders	No
Commissioner Bowersox	Yes
Chairman Sennett	No
Commissioner Carter	No
Commissioner O'Kelley	Yes
Commissioner Kaplan	Yes
Commissioner Simeone	No

Three yeas, four nays, the Planning Commission voted to DENIED case # SSCP-24-420 – OLD MILL SUBDIVISION – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT.

Commissioner Sanders made a motion to APPROVE case # SSCP-24-420 – OLD MILL SUBDIVISION – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT with the condition of having the access road be as far south as possible, a speed table, the walls and sidewalk on the south side. Commissioner Bowersox SECONDED the motion which PASSED by a voice vote of 6 to 1.

The roll call vote was:

Commissioner Sanders	Yes
Commissioner Bowersox	Yes
Chairman Sennett	Yes
Commissioner Carter	Yes
Commissioner O'Kelley	Yes
Commissioner Kaplan	No
Commissioner Simeone	Yes

Six yeas, one nay, the Planning Commission voted to APPROVE case # SSCP-24-420 – OLD MILL SUBDIVISION – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT.

2) PUBLIC HEARING CASE # PUD-24-421 – OLD MILL SUBDIVISION – PLANNED UNIT DEVELOPMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING OF APPROXIMATELY 37.48 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE) AND R-6 (URBAN RESIDENTIAL DISTRICT) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT), FOR A PROPERTY GENERALLY LOCATED EAST OF RADIO ROAD AND NORTH OF U.S. HIGHWAY 441, AS LEGALLY DESCRIBED IN SECTION 01, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, APRIL 28TH, 2025 AND SECOND READING IS TENTATIVELY SCHEDULED FOR MONDAY, JUNE 9TH, 2025)** (Old Mill PUD)

The Planning & Zoning staff recommended the approval of the request for the following reasons:

1. The proposed zoning classification of PUD (Planned Unit Development) is compatible, as conditioned, with the current surrounding zoning districts of Lake County PUD (Planned Unit Development), A (Agriculture), RMRP (Mobile Home Rental Park District), R-6 (Urban Residential District) and City of Leesburg PUD (Planned Unit Development).
2. The proposed Small Scale Comprehensive Plan (SSCP) amendment is compatible with the adjacent future land use designations of Lake County Urban Medium Density and City of Leesburg General Commercial.

3. The proposed request is consistent with the existing patterns of development in the Radio Road area.

Action Requested:

1. Vote to **approve** staff's recommendation to rezone the subject property from Lake County A (Agriculture) and R-6 (Urban Residential District) to City of Leesburg PUD (Planned Unit Development) and forward to the City Commission for consideration.

Commissioner Kaplan made a motion to APPROVE case # PUD-24-421 – OLD MILL SUBDIVISION – PLANNED UNIT DEVELOPMENT with the condition of having the access road be as far south as possible, a speed table, the walls and sidewalk on the south side. Commissioner Carter SECONDED the motion which PASSED by a voice vote of 6 to 0.

The roll call vote was:

Commissioner Carter	Yes
Commissioner O'Kelley	Yes
Commissioner Kaplan	No
Commissioner Simeone	Yes
Commissioner Sanders	Yes
Commissioner Bowersox	Yes
Chairman Sennett	Yes

Six yeas, one nay, the Planning Commission voted to APPROVE case # PUD-24-421 – OLD MILL SUBDIVISION – PLANNED UNIT DEVELOPMENT.

DISCUSSION ITEM

ANNOUNCEMENTS

The next scheduled meeting date is March 20, 2025.

The meeting adjourned at 5:25pm

Nathaniel Sanders, Vice-Chair

Dianne Yekel, Senior Planner

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.4.

Meeting Date: June 9, 2025

From: Al Minner, (City Manager)

Subject: An Ordinance of the City of Leesburg, Florida vacating and abandoning a portion of the unimproved right-of-way of Madison Street located in Leesburg, Lake County, Florida, south of U.S. Highway 441 and between Lot 4, Block 46, and Lot 1, Block 47, According to the Revised and Recorrected Plat of Re-Subdivision of Subdivision of Silver Lake Estates, as recorded in Plat Book 10, Pages 66 through 69 of the Public Records of Lake County, Florida; Reserving a utility easement; providing for conditions; providing for severability; and providing for an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Ordinance vacating and abandoning the undeveloped portion of Madison Street described in the Ordinance with the condition that a utility easement is reserved and/or granted to the City.

Analysis:

The affected portion of Madison Street is located on several parcels and obstructs reasonable surface use of those parcels. These parcels are owned by two different owners who already have access to their parcels and support vacation of this portion of Madison Street. The City has no plans to use the subject right-of-way except for utilities, and a utility easement is being retained and granted to the City by the affected property owners.

Procurement Analysis:

N/A

Options:

1. Adopt the Ordinance vacating and abandoning the right-of-way and accepting a utility easement as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

None

ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA VACATING AND ABANDONING A PORTION OF THE UNIMPROVED RIGHT-OF-WAY OF MADISON STREET LOCATED IN LEESBURG, LAKE COUNTY, FLORIDA, SOUTH OF U.S. HIGHWAY 441 AND BETWEEN LOT 4, BLOCK 46, AND LOT 1, BLOCK 47, ACCORDING TO THE REVISED AND RECORRECTED PLAT OF RE-SUBDIVISION OF SUBDIVISION OF SILVER LAKE ESTATES, AS RECORDED IN PLAT BOOK 10, PAGES 66 THROUGH 69 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; RESERVING A UTILITY EASEMENT; PROVIDING FOR CONDITIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VIII, Section 2(b) of the Florida Constitution and Section 166.021, Florida Statutes, the City of Leesburg, Florida (the “City”) possesses home rule powers, including the power to vacate and abandon municipal streets or portions thereof;

WHEREAS, Madison Street was dedicated to the public pursuant to the Revised and Corrected Plat of Re-subdivision of Subdivision of Silver Lake Estates recorded on July 3, 1934, in Plat Book 10, Page 66, Public Records of Lake County, Florida;

WHEREAS, Madison Street is an unimproved “paper” street which is not in use by the public;

WHEREAS, the parcels of record which adjoin the subject portion of Madison Street are owned by two separate entities according to the records of the Lake County Property Appraiser and neither of those entities nor the public will be injured by the vacation or closure of the subject portion of Madison Street;

WHEREAS, there is no public need with respect to the subject portion of Madison Street except for the retention of a utility easement in favor of the City; and

WHEREAS, in light of the foregoing, the City Commission of the City of Leesburg, Florida, finds that the subject portion of Madison Street is no longer required for public use and convenience and further finds it to be in the public interest to vacate and abandon any interest of the City of Leesburg and the public in and to such property except for the retention or establishment of a utility easement in favor of the City.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are adopted and incorporated herein by reference.

Section 2. The portion of the unimproved right-of-way of Madison Street, located south of the southern boundary of U.S. Highway 441 and between Lot 4, Block 46 and Lot 1, Block 47, according to the Revised and Recorrected Plat of Re-subdivision of Subdivision of Silver Lake Estates, as recorded in Plat Book 10, Pages 66 through 69, Public Records of Lake County, Florida, described more particularly on the legal description and sketch attached hereto as Exhibit “A” (the “Right-of-Way”), is hereby vacated, abandoned, discontinued, and closed. The City hereby renounces and relinquishes any right of the City of Leesburg and the public in and to the Right-of-Way, except for the retention or establishment of a utility easement in favor of the City of Leesburg.

Section 3. The City of Leesburg’s vacation and abandonment of the Right-of-Way is conditioned on the City of Leesburg’s retention of a utility easement within the boundaries of the Right-of-Way and the underlying property owner’s execution and recording of a utility easement in the form attached hereto as Exhibit “B”.

Section 4. If any term, section, or provision of this ordinance is found to be invalid or otherwise unenforceable by a court of competent jurisdiction, then such provision or portion thereof shall be severable and the remaining provisions shall remain in full force and effect.

Section 5. Effective Date. This Ordinance shall take effect immediately after its final adoption by the City Commission of the City of Leesburg, Florida.

PASSED AND ADOPTED this ____ day of _____, 2025 by the City Commission of the City of Leesburg, Florida.

Alan Reisman, Mayor

ATTEST:

City Clerk

Approved as to form:

William Grant Watson, City Attorney

EXHIBIT "A"
(legal description and sketch of vacated right-of-way)

SECTION 22, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 4, BLOCK 46 AND PORTION OF LOT 1, BLOCK 47, REVISED AND CORRECTED PLAT OF RE-SUBDIVISION OF SUBDIVISION OF SILVER LAKE ESTATES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 10, PAGES 66 THROUGH 69, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN SECTION 22, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID LOT 1, BLOCK 47 ALSO BEING THE SOUTHEAST CORNER OF SAID LOT 4, BLOCK 46; THENCE NORTH 89°25'42" WEST ALONG THE SOUTH BOUNDARY LINE OF SAID LOT 4, BLOCK 46, A DISTANCE OF 15.00 FEET; THENCE LEAVING SAID SOUTH BOUNDARY LINE, NORTH 00°45'04" WEST ALONG A LINE 15.00 FEET WEST AND PARALLEL TO SAID EAST BOUNDARY LINE OF SAID LOT 4, BLOCK 46 AND THE WEST BOUNDARY LINE OF SAID LOT 1, BLOCK 47, A DISTANCE OF 381.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 441, ACCORDING TO THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, STATE PROJECT NO. 11010-2568; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) SOUTH 71°13'07" EAST, 15.92 FEET; 2) SOUTH 71°08'22" EAST, 15.92 FEET TO A POINT LYING 15.00 FEET EAST AND PARALLEL TO THE EAST BOUNDARY LINE OF SAID LOT 4, BLOCK 46 AND THE WEST BOUNDARY LINE OF SAID LOT 1, BLOCK 47; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 00°45'04" EAST, A DISTANCE OF 370.67 FEET TO THE SOUTH BOUNDARY LINE OF SAID LOT 1, BLOCK 47; THENCE SOUTH 89°14'01" WEST ALONG SAID SOUTH BOUNDARY LINE OF SAID LOT 1, BLOCK 47, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 11,278 SQUARE FEET - 0.26 ACRES MORE OR LESS.

SURVEYOR'S NOTES:

1. THIS LEGAL DESCRIPTION AND SKETCH OR THE COPIES HEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES ARE PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
2. BASIS OF BEARINGS: GRID BEARING OF N00°45'04"W, ALONG THE EAST BOUNDARY LINE OF LOT 4, BLOCK 46 AND THE WEST BOUNDARY LINE OF LOT 1, BLOCK 47, AS SHOWN HEREON.
3. THIS OFFICE HAS NOT ABSTRACTED THIS FOR ANY RECORDED CLAIMS OF TITLE EASEMENTS OR RESTRICTIONS. THE PRESENCE OR ABSENCE OF ANY SUCH CLAIMS IS NOT CERTIFIED HEREON.
4. THIS DOCUMENT CONSISTS OF 2 SHEETS AND IS NOT FULL OR COMPLETE WITHOUT ALL SHEETS.
5. THIS SKETCH IS NOT A BOUNDARY SURVEY.

THIS MAP OR SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

THIS DRAWING, SKETCH, PLAT OR MAP IS NOT VALID UNLESS IT BEARS THE FOLLOWING:

THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (CHAPTER 5J-17 ADMINISTRATIVE CODE).

OR

AN ELECTRONIC SIGNATURE AND COMPUTER GENERATED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (CHAPTER 5J-17 ADMINISTRATIVE CODE).

David York

Digitally signed by David
York
Date: 2025.03.06
14:25:05-05'00'

David T. York
PSM #5875

March 06, 2025
Date of Signature

LEGEND

FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
NO.	NUMBER
O.R.	OFFICIAL RECORDS
PSM	PROFESSIONAL SURVEYOR AND MAPPER
R/W	RIGHT-OF-WAY
U.S.	UNITED STATES

SEE SHEET 2 OF 2 FOR SKETCH

PROJECT NUMBER:
25013

FILE: 25013 L&S.DWG

CHECKED BY: TW

SHEET NO. 1 OF 2

**LEGAL DESCRIPTION
AND SKETCH**

LAKE COUNTY, FLORIDA



DAVRIS, INC.

CERTIFICATE OF AUTHORIZATION # 7968

5830 Nebraska Ave.

New Port Richey, FL 34652

Phone: (727) 232-3800

Website: www.davrisinc.com

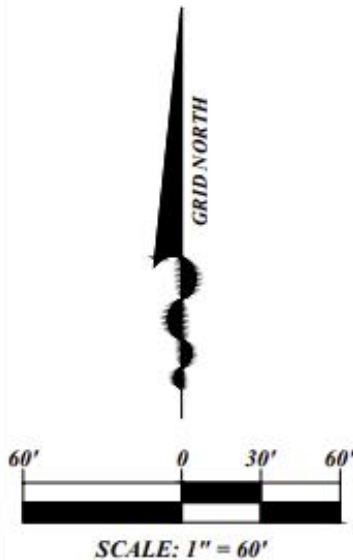
Email: tw@davrisinc.com

LEGEND

FDOT FLORIDA DEPARTMENT OF TRANSPORTATION
 NO. NUMBER
 O.R. OFFICIAL RECORDS
 PSM PROFESSIONAL SURVEYOR AND MAPPER
 R/W RIGHT-OF-WAY
 U.S. UNITED STATES

LINE TABLE

LINE #	LENGTH	DIRECTION
L1	15.00'	N89°25'42"W
L2	15.92'	S71°13'07"E
L3	15.92'	S71°08'22"E
L4	15.00'	S89°14'01"W



SOUTH BOUNDARY LINE OF LOT 4, BLOCK 46

LOTS 7 AND 8, BLOCK 46 AND
 PORTION OF LOTS 3, 4 AND 7, BLOCK 50
 REVISED AND CORRECTED PLAT OF RE-SUBDIVISION
 OF SUBDIVISION OF SILVER LAKE ESTATES
 (PLAT BOOK 10, PAGES 66 THROUGH 69)

EAST BOUNDARY LINE
OF LOT 4, BLOCK 46

PORTION OF LOT 4, BLOCK 46
 (NOT INCLUDED)
 REVISED AND CORRECTED PLAT OF RE-SUBDIVISION
 OF SUBDIVISION OF SILVER LAKE ESTATES
 (PLAT BOOK 10, PAGES 66 THROUGH 69)

(FDOT R/W MAP STATE PROJECT NO. 11010-2568)
 U.S. HIGHWAY 441
 (214' PUBLIC R/W)
 SOUTHERLY R/W LINE
 OF U.S. HIGHWAY 441

WEST BOUNDARY LINE
OF LOT 1, BLOCK 47

PORTION OF LOT 1, BLOCK 47
 (NOT INCLUDED)
 REVISED AND CORRECTED PLAT OF RE-SUBDIVISION
 OF SUBDIVISION OF SILVER LAKE ESTATES
 (PLAT BOOK 10, PAGES 66 THROUGH 69)

381.00'
 381.00'
 370.67'
 N00°45'04"W
 N00°45'04"W
 S00°45'04"E

POINT OF BEGINNING
 SOUTHWEST CORNER OF
 LOT 1, BLOCK 47
 SOUTHEAST CORNER OF
 LOT 4, BLOCK 46

SOUTH BOUNDARY LINE
OF LOT 1, BLOCK 47

TRACT D
 SUMMERWIND ON LAKE
 HARRIS CONDOMINIUM
 (O.R. BOOK 1469, PAGE 1763)

SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION

PROJECT NUMBER:
25013

FILE: 25013 L&S.DWG

CHECKED BY: TW

SHEET NO. 2 OF 2

**LEGAL DESCRIPTION
AND SKETCH**

LAKE COUNTY, FLORIDA

**DAVRIS, INC.**

CERTIFICATE OF AUTHORIZATION # 7968
 5830 Nebraska Ave.
 New Port Richey, FL 34652
 Phone: (727) 232-3800
 Website: www.davrisinc.com
 Email: tw@davrisinc.com

**EXHIBIT “B”
(Form of Utility Easement)**

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

UTILITY EASEMENT

THIS PERMANENT UTILITY EASEMENT (“**Easement**”) is hereby granted by **ECLT PROPERTIES, LLC.**, a Florida limited liability company, whose mailing address is 7409 Sunnyside Drive, Leesburg, Florida 34748, and **CHERUKUMALA, LLC.**, a Florida limited liability company, whose mailing address is 27758 Cypress Glen Court, Yalaha, Florida 34797 (“**GRANTORS**,”) 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 GRANTORS, 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, do 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**”), 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 Legal Description and Sketch attached hereto as Exhibit “1” and incorporated herein by this reference.

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.

With the exception of the “Overhead Billboard” illustrated in Exhibit “2,” **GRANTORS** 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, **GRANTORS** 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. **GRANTORS** reserve 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. **GRANTORS** shall not have any right or authority to direct or otherwise require **GRANTEE** to relocate any of **GRANTEE'S** Facilities from the Easement Area. Failure to exercise the rights herein granted to **GRANTEE** shall not constitute a waiver or abandonment.

GRANTORS warrant and covenant that **GRANTORS** are lawfully seized and in possession of the real property underlying the Easement Area, as specifically described and depicted in Exhibit "1" attached hereto, and have 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:

GRANTORS:

ECLT PROPERTIES, LLC,
a Florida limited liability company

Signature

Printed Name

Postal Address

Signature

Printed Name

Postal Address

STATE OF FLORIDA

COUNTY OF _____

By: _____
Lee D. Tatro, Manager

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2025, by Lee D. Tatro, as Manager of ECLT PROPERTIES, LLC, a Florida limited liability company, who is ☐ personally known to me or ☐ who produced the following identification:

Notary Public Signature

Notary Public Name

My Commission Number:
My Expiration Date:

(seal)

Signature

Printed Name

Postal Address

Signature

Printed Name

Postal Address

By: _____
Eric H. Coe, Sr., Manager

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2025, by Eric H. Coe, Sr., as Manager of ECLT PROPERTIES, LLC, a Florida limited liability company, who is ☐ personally known to me or ☐ who produced the following identification:

Notary Public Signature

Notary Public Name

My Commission Number:

My Expiration Date:

(seal)

CHERUKUMALA, LLC,
a Florida limited liability company

By: _____
Srinivas Attanti, Manager

Signature

Printed Name

Postal Address

Signature

Printed Name

Postal Address

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2025, by Srinivas Attanti, as Manager of CHERUKUMALA, LLC, a Florida limited liability company. who is ☐ personally known to me or ☐ who produced the following identification:

Notary Public Signature

Notary Public Name

(seal)

My Commission Number:

My Expiration Date:

Signature

Printed Name

Postal Address

Signature

Printed Name

Postal Address

By: _____
Bharathi Attanti, Manager

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2025, by Bharathi Attanti, as Manager of CHERUKUMALA, LLC, a Florida limited liability company. who is ☐ personally known to me or ☐ who produced the following identification:

Notary Public Signature

Notary Public Name

My Commission Number:

My Expiration Date:

(seal)

Exhibit "1"

SECTION 22, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 4, BLOCK 46 AND PORTION OF LOT 1, BLOCK 47, REVISED AND CORRECTED PLAT OF RE-SUBDIVISION OF SUBDIVISION OF SILVER LAKE ESTATES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 10, PAGES 66 THROUGH 69, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN SECTION 22, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID LOT 1, BLOCK 47 ALSO BEING THE SOUTHEAST CORNER OF SAID LOT 4, BLOCK 46; THENCE NORTH 89°25'42" WEST ALONG THE SOUTH BOUNDARY LINE OF SAID LOT 4, BLOCK 46, A DISTANCE OF 15.00 FEET; THENCE LEAVING SAID SOUTH BOUNDARY LINE, NORTH 00°45'04" WEST ALONG A LINE 15.00 FEET WEST AND PARALLEL TO SAID EAST BOUNDARY LINE OF SAID LOT 4, BLOCK 46 AND THE WEST BOUNDARY LINE OF SAID LOT 1, BLOCK 47, A DISTANCE OF 381.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 441, ACCORDING TO THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, STATE PROJECT NO. 11010-2568; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) SOUTH 71°13'07" EAST, 15.92 FEET; 2) SOUTH 71°08'22" EAST, 15.92 FEET TO A POINT LYING 15.00 FEET EAST AND PARALLEL TO THE EAST BOUNDARY LINE OF SAID LOT 4, BLOCK 46 AND THE WEST BOUNDARY LINE OF SAID LOT 1, BLOCK 47; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 00°45'04" EAST, A DISTANCE OF 370.67 FEET TO THE SOUTH BOUNDARY LINE OF SAID LOT 1, BLOCK 47; THENCE SOUTH 89°14'01" WEST ALONG SAID SOUTH BOUNDARY LINE OF SAID LOT 1, BLOCK 47, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 11,278 SQUARE FEET - 0.26 ACRES MORE OR LESS.

SURVEYOR'S NOTES:

1. THIS LEGAL DESCRIPTION AND SKETCH OR THE COPIES HEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES ARE PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
2. BASIS OF BEARINGS: GRID BEARING OF N00°45'04"W, ALONG THE EAST BOUNDARY LINE OF LOT 4, BLOCK 46 AND THE WEST BOUNDARY LINE OF LOT 1, BLOCK 47, AS SHOWN HEREON.
3. THIS OFFICE HAS NOT ABSTRACTED THIS FOR ANY RECORDED CLAIMS OF TITLE EASEMENTS OR RESTRICTIONS. THE PRESENCE OR ABSENCE OF ANY SUCH CLAIMS IS NOT CERTIFIED HEREON.
4. THIS DOCUMENT CONSISTS OF 2 SHEETS AND IS NOT FULL OR COMPLETE WITHOUT ALL SHEETS.
5. THIS SKETCH IS NOT A BOUNDARY SURVEY.

THIS MAP OR SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

THIS DRAWING, SKETCH, PLAT OR MAP IS NOT VALID UNLESS IT BEARS THE FOLLOWING:

THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (CHAPTER 5J-17 ADMINISTRATIVE CODE).

OR

AN ELECTRONIC SIGNATURE AND COMPUTER GENERATED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (CHAPTER 5J-17 ADMINISTRATIVE CODE).

Digitally signed by David
David York
Date: 2025.03.06
14:16:29 -05'00'
David T. York
PSM #5875

March 06, 2025
Date of Signature

LEGEND

FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
NO.	NUMBER
O.R.	OFFICIAL RECORDS
PSM	PROFESSIONAL SURVEYOR AND MAPPER
R/W	RIGHT-OF-WAY
U.S.	UNITED STATES

SEE SHEET 2 OF 2 FOR SKETCH

PROJECT NUMBER:
25013

FILE: 25013 L&S.DWG

CHECKED BY: TW

SHEET NO. 1 OF 2

LEGAL DESCRIPTION AND SKETCH

LAKE COUNTY, FLORIDA



DAVRIS, INC.

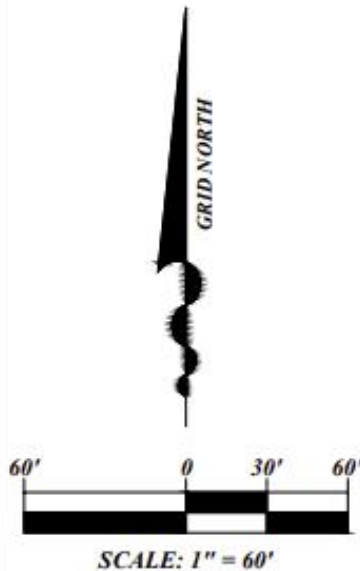
CERTIFICATE OF AUTHORIZATION # 7968
5830 Nebraska Ave.
New Port Richey, FL 34652
Phone: (727) 232-3800
Website: www.davrisinc.com
Email: tw@davrisinc.com

LEGEND

FDOT FLORIDA DEPARTMENT OF TRANSPORTATION
 NO. NUMBER
 O.R. OFFICIAL RECORDS
 PSM PROFESSIONAL SURVEYOR AND MAPPER
 R/W RIGHT-OF-WAY
 U.S. UNITED STATES

LINE TABLE

LINE #	LENGTH	DIRECTION
L1	15.00'	N89°25'42"W
L2	15.92'	S71°13'07"E
L3	15.92'	S71°08'22"E
L4	15.00'	S89°14'01"W



SOUTH BOUNDARY LINE OF LOT 4, BLOCK 46

LOTS 7 AND 8, BLOCK 46 AND
 PORTION OF LOTS 3, 4 AND 7, BLOCK 50
 REVISED AND CORRECTED PLAT OF RE-SUBDIVISION
 OF SUBDIVISION OF SILVER LAKE ESTATES
 (PLAT BOOK 10, PAGES 66 THROUGH 69)

EAST BOUNDARY LINE
OF LOT 4, BLOCK 46

PORTION OF LOT 4, BLOCK 46
 (NOT INCLUDED)
 REVISED AND CORRECTED PLAT OF RE-SUBDIVISION
 OF SUBDIVISION OF SILVER LAKE ESTATES
 (PLAT BOOK 10, PAGES 66 THROUGH 69)

381.00'
 381.00'
 370.67'
 N00°45'04"W
 N00°45'04"W
 S00°45'04"E

WEST BOUNDARY LINE
OF LOT 1, BLOCK 47

PORTION OF LOT 1, BLOCK 47
 (NOT INCLUDED)
 REVISED AND CORRECTED PLAT OF RE-SUBDIVISION
 OF SUBDIVISION OF SILVER LAKE ESTATES
 (PLAT BOOK 10, PAGES 66 THROUGH 69)

POINT OF BEGINNING
 SOUTHWEST CORNER OF
 LOT 1, BLOCK 47
 SOUTHEAST CORNER OF
 LOT 4, BLOCK 46

SOUTH BOUNDARY LINE
OF LOT 1, BLOCK 47

TRACT D
 SUMMERWIND ON LAKE
 HARRIS CONDOMINIUM
 (O.R. BOOK 1469, PAGE 1763)

SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION

PROJECT NUMBER:
25013

FILE: 25013 L&S.DWG

CHECKED BY: TW

SHEET NO. 2 OF 2

**LEGAL DESCRIPTION
AND SKETCH**

LAKE COUNTY, FLORIDA

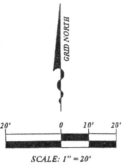
**DAVRIS, INC.**CERTIFICATE OF AUTHORIZATION # 7968
5830 Nebraska Ave.

New Port Richey, FL 34652

Phone: (727) 232-3800

Website: www.davrisinc.com

Email: tw@davrisinc.com



MAP OF SURVEY

LEGEND

1	ASPHALT DRIVEWAY
2	ASPHALT DRIVEWAY
3	ASPHALT DRIVEWAY
4	ASPHALT DRIVEWAY
5	ASPHALT DRIVEWAY
6	ASPHALT DRIVEWAY
7	ASPHALT DRIVEWAY
8	ASPHALT DRIVEWAY
9	ASPHALT DRIVEWAY
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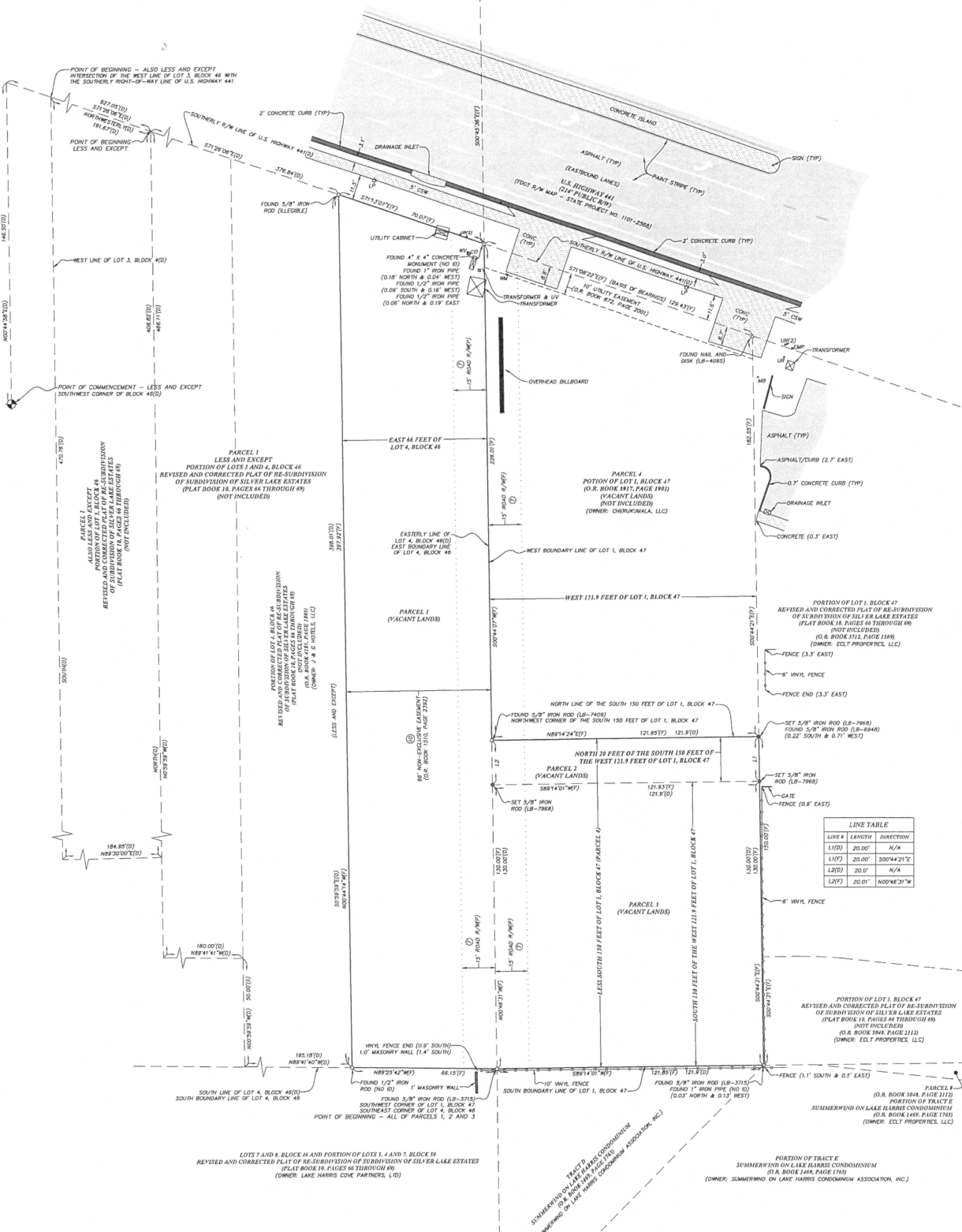


Exhibit 2

PROJECT NUMBER:	REVISED:	DATE:
FILE: 2013 PARCEL 1 & 2 DWS		
BAKUN TH: CHECKED TH		
SHEET NO:		
2 OF 2		

ALTA/NSPS LAND TITLE SURVEY

9726 U.S. HIGHWAY 441
LEESBURG, FLORIDA



DAVRIS, INC.
CERTIFICATE OF AUTHORIZATION # 1984
3716 Palmetto Ave.
New Port Richey, FL 34652
Phone: (772) 712-1885
Website: www.davris.com
Email: info@davris.com

Business Impact Estimate

Ordinance 2025-

Summary of Ordinance: AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA VACATING AND ABANDONING A PORTION OF THE UNIMPROVED RIGHT-OF-WAY OF MADISON STREET LOCATED IN LEESBURG, LAKE COUNTY, FLORIDA, SOUTH OF U.S. HIGHWAY 441 AND BETWEEN LOT 4, BLOCK 46, AND LOT 1, BLOCK 47, ACCORDING TO THE REVISED AND RECORRECTED PLAT OF RE-SUBDIVISION OF SUBDIVISION OF SILVER LAKE ESTATES, AS RECORDED IN PLAT BOOK 10, PAGES 66 THROUGH 69 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; RESERVING A UTILITY EASEMENT; PROVIDING FOR CONDITIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The City of Leesburg has prepared a Business Impact Estimate pursuant to section 166.041(4), Florida Statutes.

1. Summary of the proposed ordinance (please include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):

This ordinance serves the public purpose of promoting public welfare by vacating a small portion of an undeveloped 'paper street' which would ultimately serve no public purpose or benefit if developed and instead only serves as an obstruction to any meaningful surface use of parcels adjoining the street. Eliminating the potential for development of this portion of Madison Street will also serve the public purpose of eliminating any public expenses associated with maintenance and/or repair of an unnecessary street. A utility easement in favor of the City is being retained and/or granted to the City to allow for continued use of the subsurface and any minimally impacted surface areas for utility purposes.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the city, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur, **None**.

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and **None**.

(c) An estimate of the city's regulatory costs, including estimated revenues from any new changes or fees to cover such costs. **None**.

3. A good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: **Two businesses own parcels adjoining the portion of Madison Street to be vacated and would be impacted by the proposed ordinance.**

4. Additional information the City deems useful (if any): **This Ordinance has no fiscal impact beyond that of the adjacent property owners.**

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.5.

Meeting Date: June 9, 2025

From: Joseph Mera, (Fire Chief)

Subject: An Ordinance of the City of Leesburg, Florida, amending Chapter 10 of the Code of Ordinances, relating to Fire Protection and Prevention, to Create Article III - Open Burning Regulations; Creating Sections 10-50 through 10-52; providing for Regulations and Restrictions on Open Burning; providing for penalties; providing for exemptions; providing for conflicts, severability, codification, and an effective date.

Staff Recommendation:

Approve the ordinance and set a public hearing and second reading.

Analysis:

This is an ordinance following Lake County and other governments that limit burning during times of drought.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

ORDINANCE NO. 2025-

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, AMENDING CHAPTER 10 OF THE CODE OF ORDINANCES, RELATING FIRE PROTECTION AND PREVENTION, TO CREATE ARTICLE III – OPEN BURNING REGULATIONS; CREATING SECTIONS 10-50 THROUGH 10-52; PROVIDING FOR REGULATIONS AND RESTRICTIONS ON OPEN BURNING; PROVIDING FOR PENALTIES; PROVIDING FOR EXEMPTIONS; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Leesburg finds it necessary to regulate open burning in the interest of public health, safety, and welfare; and

WHEREAS, the regulation of open burning is particularly important during periods of drought and heightened fire risk; and

WHEREAS, the City Commission desires to adopt provisions consistent with guidance and authority provided by the Florida Division of Forestry;

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

Section 1. Recitals. The above recitals are adopted and incorporated herein by reference.

Section 2. Approval of Text Amendment to Chapter 10—Fire Protection and Prevention. Article III – Open Burning Regulations, shall read as follows:

ARTICLE III – OPEN BURNING REGULATIONS

Sec. 10-50. Open burning prohibited.

(a) A ban on backyard burning of yard debris, burning of lands for any reason, recreational fires, and burning of unauthorized piles of debris not approved by the Florida Division of Forestry may be initiated within the City of Leesburg by the City Manager or their designee upon a finding that the following conditions have been met:

1. The Keetch-Byram Drought Index (KBDI) for all or any portion of the City of Leesburg has a rating of five hundred (500) or more, as provided by the Florida Division of Forestry; and
2. The KBDI rating of five hundred (500) or more for all or any portion of the City has been maintained for a period of at least three (3) consecutive weeks, as provided by the Florida Division of Forestry.

(b) The ban on open burning shall remain in effect for so long as both conditions under subsection (a) continue to be satisfied or until rescinded by the City Manager or their designee upon a finding that continuation of the ban is no longer in the interest of public health, safety, and welfare.

(c) Open burning is defined as the burning of any matter in such a manner that the products of combustion resulting from the burning are emitted directly into the outdoor atmosphere without passing through a stack or chimney.

(d) For purposes of this section, "recreational fires" are defined as outdoor fires burning materials other than rubbish. Recreational fires are permitted only if they are contained within an outdoor fireplace, barbecue grill, or barbecue pit, and the total fuel area of the fire does not exceed three (3) feet in diameter and two (2) feet in height. Fires that do not meet these dimensions or are not properly contained shall not be considered recreational fires under this section.

Sec. 10-51. Penalties.

Any person responsible for unlawful open burning shall bear any applicable costs incurred in extinguishing the fire, with a minimum cost of one hundred fifty dollars (\$150.00) per incident. Costs may include, but are not limited to, personnel time, equipment use, travel, lodging, and food expenses of firefighting personnel. The City of Leesburg shall be entitled to institute legal action against any responsible person who fails to pay such costs within thirty (30) days of written demand.

Sec. 10-52. Exemptions.

Any person holding a valid open burning permit issued by the Florida Division of Forestry pursuant to Chapter 590, Florida Statutes, shall be exempt from the provisions of this article and may conduct open burning in accordance with the terms and conditions of their state-issued permit.

Section 3. Severability and Conflicts. The provisions of this ordinance are severable, and it is the intention of the City Commission of the City of Leesburg, Florida, to confer the whole or any part of the powers herein provided. If any court of competent jurisdiction shall hold any of the provisions of this ordinance unconstitutional, the decision of such court shall not impair any remaining provisions of this ordinance.

Section 4. Code Inclusion. The provisions of this Ordinance shall become and be made part of the City of Leesburg Code of Ordinances, that the sections of this Ordinance may be renumbered to accomplish such intention, and that the word Ordinance shall be changed to Article, Section, Subsection, or other appropriate word as may be applicable.

Section 5. Effective Date. This Ordinance shall take effect immediately after its final adoption by the City of Leesburg Commission.

PASSED AND ADOPTED this ____ day of _____, 2025 by the City Commission of the City of Leesburg, Florida.

Alan Reisman, Mayor

ATTEST:

J. Andi Purvis, City Clerk

Approved as to form:

William Grant Watson, City Attorney

Business Impact Estimate

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. This Business Impact Estimate may be revised following its initial posting.

ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AMENDING THE CODE OF ORDINANCES, CHAPTER 10 – FIRE PROTECTION AND PREVENTION, TO CREATE ARTICLE III – OPEN BURNING REGULATIONS, INCLUDING SECTIONS 10-50 THROUGH 10-52; PROVIDING FOR REGULATIONS AND RESTRICTIONS ON OPEN BURNING; PROVIDING FOR PENALTIES; PROVIDING FOR EXEMPTIONS; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

This ordinance serves the public health, safety, and welfare by authorizing the City of Leesburg to impose temporary burn bans during periods of drought, elevated wildfire risk, or other public safety threats. It establishes procedures for declaring a burn ban, outlines prohibited activities (e.g., open burning, campfires), and provides for penalties and enforcement. The purpose is to reduce the risk of wildfires, protect property and life, and ensure coordinated emergency response efforts.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) Direct compliance costs businesses may reasonably incur:

Minimal compliance costs are expected. Businesses engaged in outdoor operations (e.g., landscaping, construction, or agriculture) may need to temporarily suspend open burning activities, such as brush disposal, during a burn ban.

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

No new charges or fees are imposed by this ordinance.

(c) An estimate of the City's costs, including estimated revenues from any new charges or fees to cover such costs:

The City may incur minor administrative costs related to public notices and enforcement during active burn bans. No revenue is expected from new fees or fines, though enforcement may include penalties as a deterrent.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

Fewer than 10 businesses are expected to be directly impacted, primarily those involved in landscaping, land clearing, construction, or outdoor recreational activities.

4. Additional information the governing body deems useful (if any):

The ordinance includes exemptions for state-permitted agricultural burns and cooking fires in enclosed grills.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.6.

Meeting Date: June 9, 2025

From: Al Minner, (City Manager)

Subject: An Ordinance of the City of Leesburg, Florida amending Ordinance No. 24-25 Concerning the Granting of a Non-Exclusive Franchise to Tri-County Sanitation, LLC, and its successors and assigns (“franchisee”); providing for conflict and severability; and providing an effective date.

Staff Recommendation:

Approve the ordinance and set a public hearing and second reading.

Analysis:

The City of Leesburg provided a franchise agreement to Tri-County Sanitation to collect solid waste in the Villages of West Lake. This ordinance modifies the original ordinance by updating Exhibit "B", which posts commercial solid waste fees. The City continues to receive a 5% franchise on all gross revenues for collection services.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA AMENDING ORDINANCE NO. 24-25 CONCERNING THE GRANTING OF A NON-EXCLUSIVE FRANCHISE TO TRI-COUNTY SANITATION, LLC, AND ITS SUCCESSORS AND ASSIGNS ("FRANCHISEE"); PROVIDING FOR CONFLICT AND SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 24, 2024, the Leesburg City Commission approved Ordinance No. 24-55 providing A 30 Year Non-Exclusive Franchise to Tri-County Sanitation, LLC for the purpose of collection and disposing of solid waste in the Villages portion of the City of Leesburg as further described in Exhibit A of Ordinance No. 24-55,

WHEREAS, Ordinance No. 24-55 is recoded in Lake County, Florida in Book 6354, Pages 312-342 (34 Pages); and

WHEREAS, the Ordinance modifies the original Ordinance by updating Exhibit B concerning Commercial Solid waste disposal.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED by the City Commission of the City of Leesburg, Florida as follows:

SECTION 1. AMENDMENT. Attached hereto and made part hereof is Exhibit "A", which shall be known as Exhibit "B" Update and made part of Ordinance No.24-25.

SECTION 2. COMPLETE Agree the parties hereto agree that Exhibit "A" shall be added and all other parts of Ordinance 24-55 shall remain in full force and effect.

SECTION 3. EFFECTIVE DATE. This Ordinance amending Ordinance 24-55 shall take effect immediately upon becoming a law.

DONE AND ORDAINED this ____ day of _____, 2025, by the City Commission of the City of Leesburg, Florida.

**CITY COMMISSION
CITY OF LEESBURG, FLORIDA**

Alan Reisman, Mayor

Attest:

Approved as to Form:

J. Andi Purvis, City Clerk

William Grant Watson, City Attorney

Tri-County Sanitation, LLC hereby acknowledges and agrees to this commercial rate schedule.

TRI-COUNTY SANITATION

By Its: _____
Title

Attest:

By: _____

EXHIBIT "A"

Amended - Exhibit "B" To Ordinance 24-25 Tri-County Sanitation, LLC

Monthly Commercial Solid Waste Collection Rates Effective 10/1/2024

Size	4	4	4	4	4	4	4
Pick-Up/Week	1	2	3	4	5	6	XPU
Collection	\$134.80	\$269.59	\$404.39	\$539.17	\$673.98	\$808.75	\$23.33
Disposal	\$31.20	\$62.39	\$93.59	\$124.79	\$155.99	\$187.19	
Fuel Surcharge	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total	\$166.00	\$331.98	\$497.98	\$663.96	\$829.97	\$995.94	\$23.33
Size	6	6	6	6	6	6	6
Pick-Up/Week	1	2	3	4	5	6	XPU
Collection	\$193.20	\$325.16	\$487.00	\$649.61	\$812.96	\$975.58	\$34.21
Disposal	\$46.80	\$93.59	\$140.39	\$187.19	\$233.98	\$280.78	
Fuel Surcharge	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total	\$240.00	\$418.75	\$627.39	\$836.80	\$1,046.94	\$1,256.36	\$34.21
Size	8	8	8	8	8	8	8
Pick-Up/Week	1	2	3	4	5	6	XPU
Collection	\$211.63	\$408.00	\$604.38	\$800.77	\$997.14	\$1,193.52	\$43.33
Disposal	\$62.40	\$124.79	\$187.19	\$249.58	\$311.98	\$374.37	
Fuel Surcharge	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total	\$274.03	\$532.79	\$791.57	\$1,050.35	\$1,309.12	\$1,567.89	\$43.33

ORDINANCE NO. 24-25

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA; PROVIDING A SHORT TITLE; PROVIDING FINDINGS AND INTENT; GRANTING A NON-EXCLUSIVE FRANCHISE TO TRI-COUNTY SANITATION, LLC, AND ITS SUCCESSORS AND ASSIGNS ("FRANCHISEE"); A FRANCHISE FOR A PERIOD OF 30 YEARS TO CONSTRUCT, OWN, OPERATE AND MAINTAIN CERTAIN SERVICES AND FACILITIES TO SERVE AREAS WITHIN AND ADJACENT TO THE VILLAGES AGE RESTRICTED DEVELOPMENT; SETTING FORTH THE TERMS AND CONDITIONS UNDER WHICH SUCH FRANCHISE SHALL OPERATE; PROVIDING FOR CONFLICT AND SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Villages Land Company, LLC, a Florida limited liability company ("VLC") and its affiliate The Villages Development Company, LLC, a Florida limited liability company ("VDC")(VLC and VDC are referred to herein jointly as "Owner") each own land located in the City of Leesburg; and

WHEREAS, The City Commissioners of the City of Leesburg, Florida (hereinafter the "City") previously granted a non-exclusive solid waste collection and disposal franchise to Owner's affiliate, Tri-County Sanitation, LLC ("Tri-County"), pursuant to Ordinance No. 20-14 (the "Prior Ordinance"); and

WHEREAS, the Prior Ordinance also granted non-exclusive franchises to Owner's other affiliates for water, wastewater, irrigation, and reclaimed water; and

WHEREAS, Owner has acquired additional land within, and continues to develop the Leesburg Property (as defined herein), and in connection with that prior and future development, Tri-County has provided, and will continue to provide solid waste collection and disposal services to customers within the Leesburg Property, and has established a consistent track record of quality and efficient services; and

WHEREAS, in order to keep solid waste collection and disposal franchises separate from water, wastewater, irrigation, and reclaimed water franchises, the City is, on or about the same date as this Ordinance, amending and restating the Prior Ordinance to limit it to water, wastewater, irrigation, and reclaimed water services; and

WHEREAS, Owner has requested that the City grant, and the City wishes to grant a non-exclusive franchise specifically for solid waste collection and disposal to Tri-County to serve the Leesburg Property by this separate Ordinance, all for easier administration and consistency; and

WHEREAS, it is in the best interest of the City to provide a non-exclusive franchise to Owner's affiliate, Tri-County, all to ensure that adequate services are available for development of the Leesburg Property; and

WHEREAS, it is in the best interest of the citizens of Leesburg for the City to adopt this Franchise Ordinance as it allows the City to grow its economy and tax base, while safeguarding its infrastructure and producing minimal impact to the City infrastructure.

INSTRUMENT #2024073665
OR BK 6354 PG 312 - 345 (34 PGS)
DATE: 6/21/2024 3:45:44 PM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT
AND COMPTROLLER, LAKE COUNTY, FLORIDA
RECORDING FEES \$290.50

Ordinance

Franchise Agreement with Tri-County Sanitation LLC for Solid Waste Services in The Villages

NOW, THEREFORE, BE IT ENACTED AND ORDAINED by the City Commission of the City of Leesburg, Florida, as follows:

SECTION 1. SHORT TITLE. This Ordinance shall be known and may be cited as the "Villages ARD Solid Waste Franchise Ordinance."

SECTION 2. FINDINGS AND INTENT. The City Commission makes the following findings and intent:

(a) The City exercises control over all publicly dedicated rights-of-way, streets, alleys, bridges, easements and other public places located within the limits of the City.

(b) Owner is the owner of, or holds private contractual rights to cause its affiliates to serve solid waste collection and disposal services to that certain real property located in the City of Leesburg being more particularly described on Exhibit "A" attached hereto and incorporated herein (the "Leesburg Property").

(c) Owner has developed or will develop the Leesburg Property in accordance with its zoning and land use approvals for a large-scale active adult community with associated non-residential uses (the "Villages ARD Development").

(d) The Leesburg Property is currently located within the City's exclusive solid waste collection and disposal area.

(e) The City Commission has considered a request submitted by the proposed Franchisee to provide solid waste collection and disposal services to serve the Leesburg Property.

(f) The aforesaid rights-of-way to be used by the Franchisee are valuable public properties to be dedicated to City by Owner and maintained by the City at great expense to the City's taxpayers, and the right to use said rights-of-way is a valuable property right to the Franchisee(s).

(g) The City desires to ensure that the aforesaid rights-of-way used by the Franchisee are promptly restored to a safe and secure condition to protect the health, safety and welfare of the citizens and residents of the City.

(h) State statutes, City ordinances, and the City Charter authorize the City to grant non-exclusive franchises for the purposes set forth herein.

(i) After due deliberation and full consideration the City Commission has determined to grant a franchise to the Franchisee to provide such services, subject to the terms and conditions set forth below.

(j) The City acknowledges the WHEREAS Recitals contained in the beginning of this Ordinance, and incorporates them into this Ordinance in full by reference.

SECTION 3. DEFINITIONS. For the purposes of this Ordinance, the following terms shall have the meaning given herein:

(a) The term "City" shall mean the City of Leesburg, Florida.

(b) The term "Curbside Recycling and Yard Waste Services" may include yard trash, clean debris, and recycling materials.

(c) The term “Customers” shall mean and include any and all organizations, firms, entities or persons who may desire or require Solid Waste Collection Services within the Franchise Territory.

(d) The term “Franchisee” shall mean Tri-County Sanitation, LLC, a Florida limited liability company, including employees, servants, partners, principals, and agents, or any entity who is assigned the franchise rights of Tri-County Sanitation, LLC, in accordance with this Ordinance.

(e) The term “Franchise” or “Franchise Agreement” shall mean this Villages ARD Solid Waste Franchise Ordinance, as passed and adopted by the City and accepted by the Franchisee.

(f) The term “Franchise Territory” shall mean the following: (i) the area of the City more particularly described in **Exhibit “A”**, attached hereto and incorporated herein, together with such other areas within the City incorporated within the community generally known as “The Villages” and “Middleton”, as described in various The Villages of Southern Oaks Development Agreements entered into between the City and Franchisee’s affiliate, The Villages Land Company, LLC, and/or The Villages Development Company, LLC, and (ii) any and all streets, alleys, public ways or easements, and public property or places that may now or hereafter exist within the area of the City subject to this agreement. As such additional areas within the City are included within “The Villages” and “Middleton”, the City Commission and the Franchisee shall enter into an amendment to this Ordinance by amending the Franchise Territory to include the additional portion of the City brought within “The Villages” and “Middleton”.

(g) The term “Operating Revenues” shall mean all user fees collected by Franchisee from the Solid Waste Collection Services by the Franchisee to Customers within and throughout the Franchise Territory. Operating Revenues shall not include Customer deposits or other non-user fees or charges not derived from the operation of the solid waste collection activities.

(h) The term “Solid Waste and Garbage Collection Service” may include garbage, refuse, white goods, or other discarded material, including solid or semisolid material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations.

(i) The term “Solid Waste Collection Services” shall mean the Curbside Recycling and Yard Waste Services and Solid Waste and Garbage Collection Service.

SECTION 4. AUTHORITY. This Ordinance is being adopted pursuant to the City’s Charter, relevant special acts, and Chapter 166, Florida Statutes (2023).

SECTION 5. GRANT OF AUTHORITY. There is hereby granted by the City to the Franchisee the exclusive right, privilege, and franchise to operate the Solid Waste Collection Services within the Franchise Territory.

SECTION 6. NATURE OF FRANCHISE; POWERS RETAINED BY CITY. Once this Franchise becomes final, it shall be deemed both a contract and legislative act as provided under Florida law. This Franchise is subject to all franchises and permits heretofore granted by the City Commission to use the streets, alleys, lanes and public places of the City by public utility or public service corporations. It is not intended by the grant of this Franchise to abridge the exercise of the police power of the City. The grant of this Franchise is subject to all ordinances and resolutions of the City Commission as the same now exist or may be hereafter amended, revised or modified to the extent not inconsistent with the terms of this Franchise. Franchisee shall at all times continue to be subject to all applicable public service taxes (Section 166.231, Florida Statutes), ad valorem taxes (Section 166.211, Florida Statutes), and such other applicable taxes, charges or fees as may be lawfully authorized by the Florida Constitution, the general or special laws

of the State of Florida, the provisions of the Municipal Home Rule Powers Act (Chapter 166, Florida Statutes), or the ordinances of the City, subject to the provisions of this Section 6 and to the extent that such ordinances are not preempted, as a matter of law, by federal or state law. The Franchisee shall, at all times, during the life of this Franchise, be subject to all lawful exercises of police power by the City, and to such reasonable laws, rules and regulations as the City shall hereafter, by resolution or ordinance provide.

SECTION 7. INDEMNIFICATION; INSURANCE.

(a) Franchisee shall indemnify and hold harmless the City, its agents, elected or appointed officials, officers and employees from any and all liability, claims, demands, damages, expenses, fees, penalties, suits, proceedings, actions and cost of actions (including attorneys' fees and costs at trial and on appeal), of any kind or nature, arising or growing out of, or any way connected with the exercise by Franchisee of its rights contained herein.

(b) Franchisee, or its subcontractor, shall procure and maintain, for the duration of this Franchise, insurance for the Solid Waste Collection Services of the types and limits specified below:

- 1) The Franchisee, or its subcontractor, shall not commence work under this Franchise Agreement until Franchisee has obtained all insurance required under and such insurance coverage has been approved by the City, nor shall the Franchisee allow any subcontractor or sub-subcontractor to commence work on subcontracts or sub-subcontracts until similar insurance of the subcontractor or sub-subcontractor has been obtained and approved in writing by the City. All insurance required by this Section shall be with a company licensed to do business in the State of Florida, and be otherwise satisfactory to the City. All insurance shall be issued by companies rated by A. H. Best's Rating Guide as A+ or better with a financial quality rating of VII or better. Insurance shall not be claims made insurance but shall be occurrence based.
- 2) The Franchisee, or its subcontractor, shall provide and maintain during the life of this Franchise Agreement, at the Franchisee's own expense, Workers' Compensation Insurance for all his employees, who are employed in connection with the work, and in case the work is sublet or sub-sublet, the Franchisee shall require the subcontractor or sub-subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Franchisee. In case any class of employees engaged in hazardous work under this Franchise Agreement are not protected under the Workers' Compensation Statute, the Franchisee shall provide and shall cause each subcontractor or sub-subcontractor to provide adequate insurance coverage for the workers' compensation protection of his employees not under or otherwise protected.
- 3) The Franchisee, or its subcontractor, shall provide and maintain during the life of this Franchise Agreement, at its own expense, such public liability and property damage insurance, with the City being named as an additional insured, as shall protect the Franchisee and any subcontractor or sub-subcontractor performing work covered by this Franchise Agreement, from claims for property damage, which may arise from operations under this Franchise Agreement, whether such operations be by itself or by a subcontractor or sub-subcontractor, or anyone

directly employed by the Franchisee, or subcontractor, or sub-subcontractor and the amount of such insurance shall be as follows:

- i. Commercial General Liability Insurance, including coverage for operations, independent contractors, products-completed operations, contractual, broad form property damage, and personal injury on an "occurrence" basis insuring the Franchisee and any other interests, including but not limited to any associated or subsidiary companies involved in the work, with limits of \$5,000,000 per occurrence and in the aggregate.
 - ii. Automobile Liability Insurance which shall insure claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle used by the Franchisee or in any way connected with the work which is the subject of this Franchise Agreement. The insurance shall include coverage for owned, hired, and non-owned vehicles. THE LIABILITY INSURANCE SHALL NAME THE CITY AS AN ADDITIONAL INSURED. The limit of liability shall be a combined single limit for bodily injury and property damage of no less than \$2,000,000. If insurance is provided with a general aggregate, then the aggregate shall be in an amount of no less than \$2,000,000.
- 4) The City Commission for the City of Leesburg shall have the right to reassess and adjust the required amount of liability insurance required under this Section every five (5) years, if necessary. In so doing, the City Commission shall take into consideration all relevant factors, including, but not limited to, the rate of inflation, changes in law, and information related to risk assessment for the City. Whenever the City Commission exercises its right to reassess the amount of liability insurance required, the Franchisee shall have the right to present any information that it deems relevant to the City Commission's determination regarding the same.

SECTION 8. SERVICE STANDARDS. Franchisee shall maintain and operate its Solid Waste Collection Services and render efficient service in accordance with the rules and regulations as are, or may be, set forth by the City and/or other agency and/or entity with jurisdiction to regulate and/or promulgate rules regarding Franchisee's operations.

SECTION 9. PAYMENTS TO THE CITY.

(a) Since the City is responsible for the cost of billing, accounting, and bad debt expense on all other solid waste collection franchise agreements of the City, and the Franchisee pursuant to this Franchise Agreement shall perform all such billing, collection, accounting, and assume liability for bad debt expense, a lower Franchise rate is both fair and justifiable. In consideration for the granting of this Franchise, the Franchisee (or its successors or assigns, as applicable), shall pay to the City (or its successors), an annual amount which will equal five percent (5%) of Franchisee's annual gross Operating Revenues taken in and received by it for providing all aspects of Solid Waste Collection Services to its Customers within the Franchise Territory, as now or hereafter constituted. The Franchisee shall be permitted to collect the franchise fees provided for under this Franchise from its retail customers receiving Solid Waste Collection Services as a line item on its retail bills. The Franchisee may not incorporate any franchise fee into its other rates for service.

(b) The Franchisee shall pay the franchise fee provided by this section semi-annually on January 1 and July 1 of each year during the term of this franchise. Any payments not made by the Franchisee within twenty (20) days after the date said payment is due, shall thereafter be payable with interest at the rate of fifteen percent (15%) per annum.

(c) The Franchisee shall at all times continue to be subject to and shall pay to the City all legally authorized and applicable public service taxes, ad valorem taxes (intangible, personal, real), occupational taxes, and any and all other valid tax, levied or imposed by the City. Such charges and fees shall include but not be limited to licensing, permit fees, development review and inspection fees and all other such fees including fees, charges, taxes and/or assessments validly adopted and/or imposed during the term of this Franchise Agreement.

(d) The franchise fee payments, together with any interest that may apply, shall be made by wire transfer or other electronic means.

SECTION 10. RECORDS AND REPORTS. The City or its designated representative shall have the right during the term of this Franchise to examine, at all reasonable business hours, all of Franchisee's plans, contracts, accounting, finance, statistical, customer and service records relating to performance under this Ordinance; provided, however, that the City expressly acknowledges and agrees that Franchisee may redact proprietary information and any private customer information from such documents and records prior to making the same available to the City for examination hereunder. The City agrees to keep any information it obtains confidential to the maximum extent possible under Florida's public records law. As well, Franchisee shall provide directly to the City an annual summary report showing gross revenues received by Franchisee from its operations within the City during the preceding fiscal year and such other information as the City shall request with respect to properties, quality control, and expenses related to Franchisee's service within the City. The City may audit the financial records of the Franchisee for the purpose of determining that proper collection or payment of franchise fees is being made by Franchisee in accordance with this Ordinance at the City's initial expense. Franchisee shall cooperate with and make available those records necessary for City to perform the audit. If the audit demonstrates that payment or collection of franchise fees is more than 5% less than the semi-annual amount that should have been paid or collected, the Franchisee shall, in addition to paying the fees that should have been paid or collected, pay the cost of the audit.

SECTION 11. RATES. All rates and fees charged by Franchisee to both commercial and residential Customers of Solid Waste Collection Services prior to the Effective Date of this Franchise are hereby approved, and Franchisee may continue to charge such rates and fees. Increases to such rates and fees in accordance with the limitations contained herein shall not require further City approval.

(a) Residential Rates. Franchisee may charge to residential Customers of Solid Waste Collection Services rates and fees that consist of a Collection Fee, a Disposal Fee, and a Fuel Fee.

- 1) Collection Fee. On October 1, 2024, the Collection Fee for residential accounts shall equal \$23.00 per month. On October 1, 2025, and on every anniversary of that date throughout the term of this Franchise (each, a "Fee Adjustment Date"), the Collection Fee may increase by the greater of: (i) 2% of the Collection Fee payable during the immediately preceding 12-month period; and (ii) the percentage increase in the consumer price index for All Urban Consumers, Not Seasonally Adjusted, or the Employment Cost Index for Total Compensation, All Civilian Workers, Not Seasonally Adjusted, each as published by the U.S. Department of

Labor, or any combination thereof, over a consistently-applied 12-month period that is prior to each Fee Adjustment Date.

- 2) Disposal Fee. Franchise may charge to residential accounts as a Disposal Fee, only the amount that Franchisee actually pays to a non-affiliated, third-party solid waste subcontractor (a "Subcontractor") for disposal services. Increases to the Disposal Fee shall be subject to these limitations (i.e., a pass-through of Franchisee's costs paid to unaffiliated third parties), and occur no more frequently than semi-annually. The Disposal Fee will be a pass through of Franchisee's actual costs paid to Subcontractor to dispose. Franchisee shall keep separate detailed records of Franchisee's and Subcontractor's third party disposal costs, and upon request, City shall have the right to audit the actual costs paid by Franchisee to its Subcontractors to dispose of waste under this Franchise.
- 3) Fuel Fee. Franchise may charge to residential accounts as a Fuel Fee, only the amount that Franchisee actually pays to a Subcontractor for fuel fees. Increases to the Fuel Fee shall be subject to these limitations (i.e., a pass-through of Franchisee's costs paid to unaffiliated third parties), and occur no more frequently than semi-annually. The Fuel Fee will be a pass through of Franchisee's actual costs paid to Subcontractor for fuel. Franchisee shall keep separate detailed records of Franchisee's and Subcontractor's third party fuel costs, and upon request, City shall have the right to audit the actual costs paid by Franchisee to its Subcontractors as fuel fees to collect and transport waste under this Franchise.

(b) Commercial Rates. Commercial customer rates shall similarly consist of a Collection Fee, a Disposal Fee, and a Fuel Fee. On October 1, 2024, the solid waste rates for commercial accounts shall be as set forth in the attached **Exhibit "B"**.

- 1) Collection Fee. On October 1, 2025, and on every Fee Adjustment Date occurring thereafter, the Collection Fee for commercial accounts may increase by the greater of: (i) 2% of the Collection Fee payable during the immediately preceding 12-month period; and (ii) the percentage increase in the consumer price index, Urban Wage Earners and Clerical Workers, United States, South Urban, not Seasonally Adjusted, as published by the U.S. Department of Labor, over a consistently-applied 12-month period that is prior to each Fee Adjustment Date.
- 2) Disposal Fee. Franchise may charge to commercial accounts as a Disposal Fee, only the amount that Franchisee actually pays to a Subcontractor for disposal services. Increases to the Disposal Fee shall be subject to these limitations (i.e., a pass-through of Franchisee's costs paid to unaffiliated third parties), and occur no more frequently than semi-annually. The Disposal Fee will be a pass through of Franchisee's actual costs paid to Subcontractor to dispose. Franchisee shall keep separate detailed records of Franchisee's and Subcontractor's third party disposal costs, and upon request, City shall have the right to audit the actual costs paid by Franchisee to its Subcontractors to dispose of waste under this Franchise.
- 3) Fuel Fee. Franchise may charge to commercial accounts as a Fuel Fee, only the amount that Franchisee actually pays to a Subcontractor for fuel fees. Increases to the Fuel Fee shall be subject to these limitations (i.e., a pass-through of

Franchisee's costs paid to unaffiliated third parties), and occur no more frequently than semi-annually. The Fuel Fee will be a pass through of Franchisee's actual costs paid to Subcontractor for fuel. Franchisee shall keep separate detailed records of Franchisee's and Subcontractor's third party fuel costs, and upon request, City shall have the right to audit the actual costs paid by Franchisee to its Subcontractors as fuel fees to collect and transport waste under this Franchise.

(c) In addition to permitted rate increases as set forth above, if performance of Solid Waste Collection Services is made unreasonably impractical, unreasonably difficult, or excessively costly as a result of any unforeseen occurrence, including but not limited to fire, flood, strike, acts of God, governmental action, pandemic or other occurrences, beyond Franchisee's and its Subcontractor's reasonable control, and Franchisee's Subcontractor passes additional costs through to Franchisee, Franchisee may further pass those increased costs along to Customers. Franchisee shall endeavor in good faith to limit any such increases to only those necessary to make Subcontractor whole, and only to the period during which such unforeseen occurrences persist.

(d) Franchisee shall be responsible for the billing and collection of all fees and rates charged to Customers of Solid Waste Collection Services.

SECTION 12. TRANSFER OR ENCUMBRANCE OF FRANCHISE. Franchisee may not assign or otherwise transfer its franchise rights except with the prior written consent of the City expressed by an ordinance, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the City hereby consents to the following transfers: (i) any assignment of Franchisee's franchise rights to a third party owned, controlled or managed, directly or indirectly, by Franchisee; (ii) any assignment of Franchisee's franchise rights to the Community Development District that has been created pursuant to Section 190, Florida Statutes or a Special District created pursuant to Section 189, Florida Statutes, for the Property; and (iii) any collateral assignment of Franchisee's franchise rights to any lender as part of any financing placed on all or part of the Property, provided that any change in ownership resulting from a collateral assignment to a lender shall not become absolute until approved by the City, as evidenced by an ordinance. Franchisee shall be released from all obligations set forth in this ordinance upon the assignment of its rights in accordance with this Section and upon the written acceptance by assignee of the obligations so assigned by Franchisee.

SECTION 13. FORFEITURE OF FRANCHISE; NON-COMPLIANCE. In the event of a material default by Franchisee with respect to its obligations under this ordinance, the City shall provide written notice of such default to Franchisee. In the event that Franchisee fails to cure the alleged material default within sixty (60) days of its receipt of such notice from the City, then the City shall be entitled: (i) to file an action against Franchisee for specific performance of its obligations under this ordinance; (ii) to file an action against Franchisee for damages actually incurred by City by reason of Franchisee's default of its obligations under this Ordinance, provided in no event shall City be entitled to recover any consequential, indirect, special, speculative, punitive or exemplary damages from Franchisee; or (iii) to file an action against Franchisee to terminate the Franchise.

SECTION 14. TERM OF FRANCHISE. This Franchise and the rights herein granted shall take effect after final passage of this ordinance, as required by law, and fully executed by both parties, and acceptance by Franchisee in accordance with Section 15 below, and shall continue in full force and effect for a term of thirty (30) years after the date on which this Franchise Agreement has been accepted by Franchisee in accordance with Section 15 below. As additional areas are brought within the Franchise Territory, the amendment to this Franchise Agreement shall extend the term of the Franchise to thirty (30) years from the effective date of each such amendment.

SECTION 15. ACCEPTANCE. This Franchise is hereby granted upon the condition that, within thirty (30) days after the date of passage of this ordinance, the Franchisee shall file with the City Clerk its acceptance of the terms and conditions of this Franchise, which acceptance shall be in writing, duly executed by or on behalf of the Franchisee and contain the Franchisee's address.

SECTION 16. SEVERABILITY. Should any section or provision of this Franchise or any portion thereof, the deletion of which would not adversely affect (in the general sense) the receipt of any material benefits or, substantially increase the burden of any party hereunder, be declared by a judicial or administrative tribunal of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder, as a whole or any part thereof, other than the part declared to be invalid. In the event of any such partial invalidity, the City and Franchisee shall meet and negotiate in good faith to obtain a replacement provision that is in compliance with the judicial or administrative authority's decisions and consistent with the original intent of the parties as contained herein. If such decision is fundamental to or alters the essence of this Franchise, then the parties agree to negotiate a new franchise agreement.

SECTION 17. GOVERNING LAW AND VENUE. The rights and privileges granted to Franchisee by this Franchise shall at all times be subordinate and inferior to the rights of the public in and to the ordinary use of the Public Rights-of-Way and nothing in this Franchise shall be considered as a surrender by the City of its right and power to use and relocate the use of its rights-of-way. In the event that any legal proceeding is brought to enforce the terms of this Franchise, the same shall be brought in Lake County, Florida.

SECTION 18. NOTICES. Except in exigent circumstances, and except as otherwise specifically provided in this Franchise, all notices by either City or Franchisee to the other shall be made by either depositing such notice in the United States Mail, Certified Mail return receipt requested or by facsimile. Any notice served by certified mail return receipt shall be deemed delivered five (5) days after the date of such deposit in the United States Mail unless otherwise provided. Any notice given by facsimile is deemed received by next Business Day. "Business Day" for purposes of this section shall mean Monday through Friday, with Saturday, Sunday and City and Franchisee observed holidays accepted. All notices shall be addressed as follows:

As To City:	City of Leesburg Attn: Al Minner City Manager 501 W. Meadow Street Leesburg, FL 34749
With Copy to:	Stone & Gerken, P.A. Attn: William Grant Watson, Esq. 4850 N. Highway 19A Mount Dora, FL 32757
As To Franchisee:	Tri-County Sanitation, LLC Attn: Robert L. Chandler IV 3619 Kiessel Road The Villages, FL 32163

With Copy to: Tri-County Sanitation, LLC
Attn: Legal Department
3619 Kiessel Road
The Villages, Florida 32163

Notice shall be given as required by this Franchise and for all other emergencies. Notice shall be provided to the above-named addressees unless directed otherwise in writing by the City or Franchisee.

SECTION 19. NON-WAIVER PROVISION. The failure of either Party to insist in anyone or more instances upon the strict performance of anyone or more of the terms or provisions of this Franchise shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by either party unless said waiver or relinquishment is in writing and signed by the Parties.

SECTION 20. COMPLETE AGREEMENT. This Franchise together with the exhibits (as may be amended from time to time in accordance with the terms hereof) represents the entire agreement of the Parties and supersedes all prior representations whether oral or in writing with respect to the rights of the Parties.

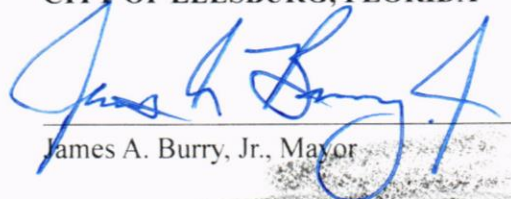
SECTION 21. AMENDMENTS TO FRANCHISE AGREEMENT. Changes in the terms and conditions to this Franchise Agreement may be made by written agreement between the City and the Franchisee.

SECTION 22. ORDINANCES REPEALED. All ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed as of the effective date.

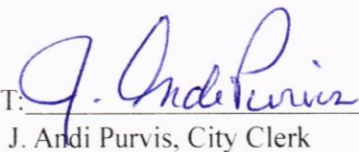
SECTION 23. EFFECTIVE DATE. This Ordinance granting a franchise to Franchisee shall take effect immediately upon becoming a law; provided, however, this Ordinance shall become effective only upon the written acceptance of Franchisee all as provided in Sections 14 and 15 hereinabove.

DONE AND ORDAINED this 10th day of June, 2024, by the City Commission of the City of Leesburg, Florida.

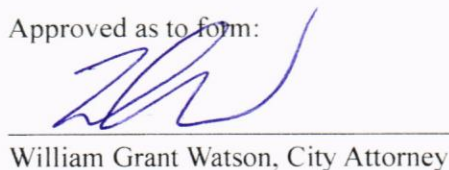
CITY COMMISSION
CITY OF LEESBURG, FLORIDA


James A. Burry, Jr., Mayor

ATTEST:

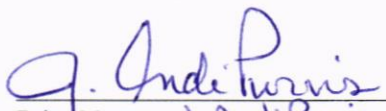

J. Andi Purvis, City Clerk

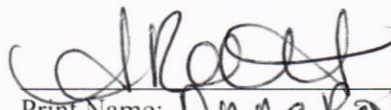
Approved as to form:


William Grant Watson, City Attorney



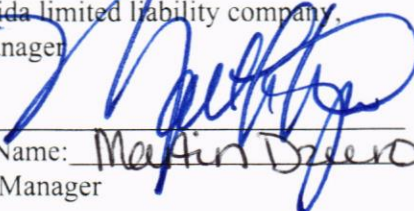
WITNESSES:


Print Name: J. Andi Puris


Print Name: Anna Rethermond

TRI-COUNTY SANITATION, LLC,
a Florida limited liability company

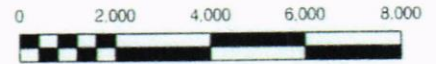
BY: TVL Company, LLC,
a Florida limited liability company,
its Manager


By: _____
Print Name: Martin Devero
Title: Manager

The Villages

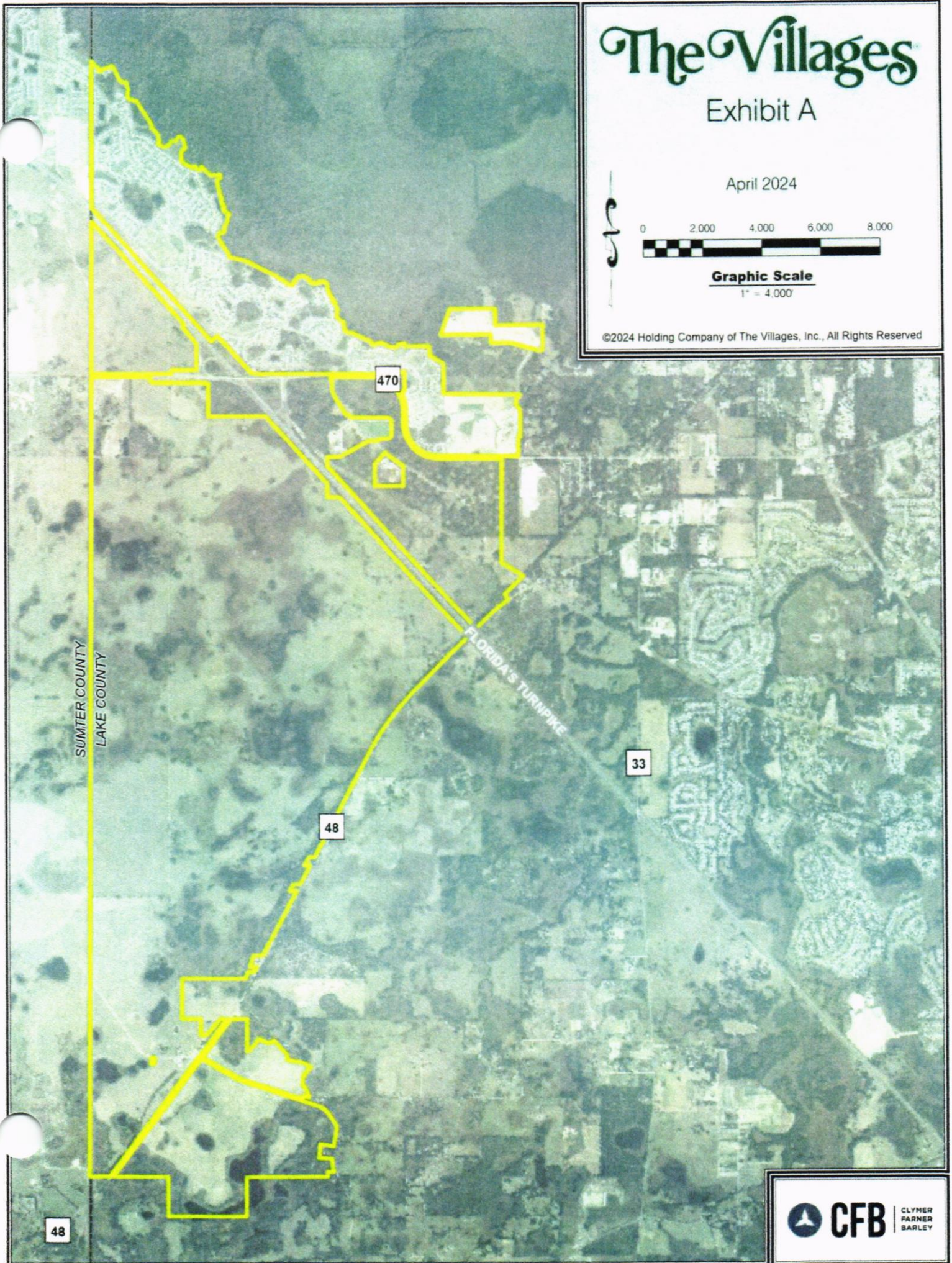
Exhibit A

April 2024



Graphic Scale
1" = 4,000'

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CFB

CLYMER
FARNER
BARLEY

TRI-COUNTY SANITATION FRANCHISE AGREEMENT (LEESBURG)
AMENDED AND RESTATED
EXHIBIT A

A PORTION OF SECTIONS 6, 7, 8, 9, AND 16, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE WEST 1/4 CORNER OF SAID SECTION 6; THENCE RUN NORTH 00°39'41" EAST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 2360.48 FEET; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 30°29'04" EAST, A DISTANCE OF 19.79 FEET; THENCE RUN SOUTH 20°37'14" EAST, A DISTANCE OF 84.19 FEET; THENCE RUN SOUTH 76°53'11" EAST, A DISTANCE OF 47.78 FEET; THENCE RUN SOUTH 36°10'15" EAST, A DISTANCE OF 68.70 FEET; THENCE RUN SOUTH 53°58'30" EAST, A DISTANCE OF 83.28 FEET; THENCE RUN SOUTH 44°52'44" EAST, A DISTANCE OF 70.96 FEET; THENCE RUN SOUTH 03°00'03" WEST, A DISTANCE OF 85.15 FEET; THENCE RUN SOUTH 64°52'10" EAST, A DISTANCE OF 45.25 FEET; THENCE RUN SOUTH 88°04'24" EAST, A DISTANCE OF 34.38 FEET; THENCE RUN NORTH 09°21'14" EAST, A DISTANCE OF 78.78 FEET; THENCE RUN SOUTH 88°37'45" EAST, A DISTANCE OF 36.40 FEET; THENCE RUN NORTH 61°16'45" EAST, A DISTANCE OF 78.67 FEET; THENCE RUN NORTH 79°11'16" EAST, A DISTANCE OF 87.21 FEET; THENCE RUN NORTH 82°04'48" EAST, A DISTANCE OF 69.61 FEET; THENCE RUN NORTH 60°17'41" EAST, A DISTANCE OF 102.77 FEET; THENCE RUN SOUTH 46°03'35" EAST, A DISTANCE OF 89.04 FEET; THENCE RUN SOUTH 25°57'33" EAST, A DISTANCE OF 431.46 FEET; THENCE RUN SOUTH 46°18'25" EAST, A DISTANCE OF 100.01 FEET; THENCE RUN SOUTH 80°46'10" EAST, A DISTANCE OF 82.69 FEET; THENCE RUN SOUTH 82°49'12" EAST, A DISTANCE OF 85.20 FEET; THENCE RUN SOUTH 39°42'02" EAST, A DISTANCE OF 45.75 FEET; THENCE RUN SOUTH 14°23'50" WEST, A DISTANCE OF 70.58 FEET; THENCE RUN SOUTH 29°58'34" EAST, A DISTANCE OF 76.07 FEET; THENCE RUN SOUTH 23°08'46" EAST, A DISTANCE OF 39.04 FEET; THENCE RUN SOUTH 11°00'19" WEST, A DISTANCE OF 95.71 FEET; THENCE RUN SOUTH 09°22'14" WEST, A DISTANCE OF 123.51 FEET; THENCE RUN SOUTH 09°41'56" EAST, A DISTANCE OF 80.26 FEET; THENCE RUN SOUTH 43°34'44" EAST, A DISTANCE OF 98.73 FEET; THENCE RUN NORTH 76°35'25" EAST, A DISTANCE OF 50.82 FEET; THENCE RUN SOUTH 62°33'16" EAST, A DISTANCE OF 86.58 FEET; THENCE RUN SOUTH 64°36'42" EAST, A DISTANCE OF 71.30 FEET; THENCE RUN NORTH 76°42'30" EAST, A DISTANCE OF 44.48 FEET; THENCE RUN SOUTH 32°12'12" EAST, A DISTANCE OF 957.86 FEET; THENCE RUN SOUTH 07°10'01" WEST, A DISTANCE OF 91.08 FEET; THENCE RUN SOUTH 61°21'16" EAST, A DISTANCE OF 47.28 FEET; THENCE RUN SOUTH 40°28'15" EAST, A DISTANCE OF 120.86 FEET; THENCE RUN SOUTH 44°33'11" EAST, A DISTANCE OF 69.24 FEET; THENCE RUN SOUTH 37°26'37" EAST, A DISTANCE OF 89.41 FEET; THENCE RUN SOUTH 07°06'18" EAST, A DISTANCE OF 113.64 FEET; THENCE RUN SOUTH 09°52'34" EAST, A DISTANCE OF 113.85 FEET; THENCE RUN SOUTH 35°28'16" WEST, A DISTANCE OF 89.69 FEET; THENCE RUN SOUTH 64°22'33" EAST, A DISTANCE OF 118.81 FEET; THENCE RUN SOUTH 52°22'56" EAST, A DISTANCE OF 90.58 FEET; THENCE RUN NORTH 79°20'02" EAST, A DISTANCE OF 136.10 FEET; THENCE RUN NORTH 52°22'55" EAST, A DISTANCE OF 86.83 FEET; THENCE RUN NORTH 36°24'30" EAST, A DISTANCE OF 105.87 FEET; THENCE RUN NORTH 48°55'55" EAST, A DISTANCE OF 45.49 FEET; THENCE RUN SOUTH 89°56'18" EAST, A DISTANCE OF 151.08 FEET; THENCE RUN NORTH 24°38'40" EAST, A DISTANCE OF 110.35 FEET; THENCE RUN NORTH 46°09'26" EAST, A DISTANCE OF 81.02 FEET; THENCE RUN SOUTH 86°18'52" EAST, A DISTANCE OF 62.24 FEET; THENCE RUN SOUTH 27°38'50" EAST, A DISTANCE OF 68.64 FEET; THENCE RUN SOUTH 41°23'00" EAST, A DISTANCE OF 95.74 FEET; THENCE RUN SOUTH 09°19'22" EAST, A DISTANCE OF 161.00 FEET; THENCE RUN SOUTH 22°58'56" EAST, A DISTANCE OF 78.10 FEET; THENCE RUN SOUTH 41°13'52" WEST, A DISTANCE OF 71.83 FEET; THENCE RUN SOUTH 67°32'49" WEST, A DISTANCE OF 60.90 FEET; THENCE RUN SOUTH 22°37'04" WEST, A DISTANCE OF 125.78 FEET; THENCE RUN SOUTH 05°54'07" WEST, A DISTANCE OF 58.17

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FEET; THENCE RUN SOUTH 09°17'29" EAST, A DISTANCE OF 113.07 FEET; THENCE RUN SOUTH 17°42'35" WEST, A DISTANCE OF 84.59 FEET; THENCE RUN SOUTH 54°18'47" EAST, A DISTANCE OF 86.37 FEET; THENCE RUN SOUTH 59°31'01" EAST, A DISTANCE OF 114.87 FEET; THENCE RUN SOUTH 62°38'05" EAST, A DISTANCE OF 134.39 FEET; THENCE RUN SOUTH 39°09'25" EAST, A DISTANCE OF 51.70 FEET; THENCE RUN SOUTH 80°59'23" EAST, A DISTANCE OF 80.02 FEET; THENCE RUN NORTH 35°54'34" EAST, A DISTANCE OF 63.23 FEET; THENCE RUN SOUTH 74°27'55" EAST, A DISTANCE OF 81.89 FEET; THENCE RUN SOUTH 04°00'12" EAST, A DISTANCE OF 73.97 FEET; THENCE RUN SOUTH 80°14'56" EAST, A DISTANCE OF 67.06 FEET; THENCE RUN SOUTH 62°54'57" EAST, A DISTANCE OF 47.02 FEET; THENCE RUN SOUTH 80°58'05" EAST, A DISTANCE OF 47.16 FEET; THENCE RUN NORTH 50°24'47" EAST, A DISTANCE OF 52.77 FEET; THENCE RUN NORTH 16°30'08" WEST, A DISTANCE OF 34.10 FEET; THENCE RUN NORTH 00°36'32" WEST, A DISTANCE OF 52.85 FEET; THENCE RUN SOUTH 40°59'45" EAST, A DISTANCE OF 106.23 FEET; THENCE RUN SOUTH 55°44'00" EAST, A DISTANCE OF 86.62 FEET; THENCE RUN SOUTH 33°10'27" EAST, A DISTANCE OF 83.20 FEET; THENCE RUN SOUTH 55°17'24" EAST, A DISTANCE OF 68.84 FEET; THENCE RUN SOUTH 46°21'25" EAST, A DISTANCE OF 101.01 FEET; THENCE RUN NORTH 74°50'26" EAST, A DISTANCE OF 86.17 FEET; THENCE RUN SOUTH 82°04'41" EAST, A DISTANCE OF 120.38 FEET; THENCE RUN NORTH 58°22'49" EAST, A DISTANCE OF 68.80 FEET; THENCE RUN SOUTH 60°56'38" EAST, A DISTANCE OF 75.22 FEET; THENCE RUN SOUTH 03°14'40" WEST, A DISTANCE OF 76.66 FEET; THENCE RUN SOUTH 50°59'10" WEST, A DISTANCE OF 90.51 FEET; THENCE RUN SOUTH 36°37'10" WEST, A DISTANCE OF 76.43 FEET; THENCE RUN SOUTH 12°29'53" EAST, A DISTANCE OF 471.98 FEET; THENCE RUN SOUTH 24°47'34" EAST, A DISTANCE OF 104.62 FEET; THENCE RUN SOUTH 12°21'53" WEST, A DISTANCE OF 65.63 FEET; THENCE RUN SOUTH 18°03'40" EAST, A DISTANCE OF 67.17 FEET; THENCE RUN SOUTH 25°58'11" EAST, A DISTANCE OF 64.57 FEET; THENCE RUN SOUTH 27°55'06" EAST, A DISTANCE OF 100.44 FEET; THENCE RUN SOUTH 35°22'32" WEST, A DISTANCE OF 59.70 FEET; THENCE RUN SOUTH 13°35'06" EAST, A DISTANCE OF 68.53 FEET; THENCE RUN SOUTH 51°53'59" EAST, A DISTANCE OF 156.93 FEET; THENCE RUN SOUTH 66°50'45" EAST, A DISTANCE OF 64.60 FEET; THENCE RUN SOUTH 48°38'48" WEST, A DISTANCE OF 54.10 FEET; THENCE RUN SOUTH 08°34'50" WEST, A DISTANCE OF 80.78 FEET; THENCE RUN SOUTH 08°53'51" WEST, A DISTANCE OF 102.76 FEET; THENCE RUN SOUTH 13°03'25" WEST, A DISTANCE OF 64.08 FEET; THENCE RUN SOUTH 27°21'03" WEST, A DISTANCE OF 92.67 FEET; THENCE RUN SOUTH 58°32'05" WEST, A DISTANCE OF 39.73 FEET; THENCE RUN SOUTH 05°28'43" WEST, A DISTANCE OF 111.73 FEET; THENCE RUN SOUTH 12°31'44" WEST, A DISTANCE OF 83.93 FEET; THENCE RUN SOUTH 55°17'54" WEST, A DISTANCE OF 62.16 FEET; THENCE RUN NORTH 84°37'02" WEST, A DISTANCE OF 51.91 FEET; THENCE RUN NORTH 88°34'03" WEST, A DISTANCE OF 32.60 FEET; THENCE RUN SOUTH 42°06'52" WEST, A DISTANCE OF 58.01 FEET; THENCE RUN SOUTH 12°33'12" WEST, A DISTANCE OF 37.53 FEET; THENCE RUN SOUTH 20°36'57" WEST, A DISTANCE OF 33.88 FEET; THENCE RUN SOUTH 20°04'52" EAST, A DISTANCE OF 53.52 FEET; THENCE RUN SOUTH 24°42'25" EAST, A DISTANCE OF 74.30 FEET; THENCE RUN SOUTH 30°43'24" EAST, A DISTANCE OF 665.00 FEET; THENCE RUN SOUTH 76°34'14" EAST, A DISTANCE OF 477.21 FEET; THENCE RUN SOUTH 71°58'41" EAST, A DISTANCE OF 165.94 FEET; THENCE RUN SOUTH 54°48'46" EAST, A DISTANCE OF 79.68 FEET; THENCE RUN SOUTH 62°41'15" EAST, A DISTANCE OF 108.65 FEET; THENCE RUN SOUTH 62°55'30" EAST, A DISTANCE OF 667.14 FEET; THENCE RUN SOUTH 60°27'48" EAST, A DISTANCE OF 87.14 FEET; THENCE RUN SOUTH 64°03'50" EAST, A DISTANCE OF 106.68 FEET; THENCE RUN SOUTH 43°54'25" EAST, A DISTANCE OF 79.20 FEET; THENCE RUN SOUTH 72°01'07" EAST, A DISTANCE OF 124.60 FEET; THENCE RUN SOUTH 60°09'14" EAST, A DISTANCE OF 62.29 FEET; THENCE RUN SOUTH

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31°27'02" EAST, A DISTANCE OF 86.64 FEET; THENCE RUN SOUTH 63°57'31" EAST, A DISTANCE OF 63.36 FEET; THENCE RUN NORTH 89°40'02" EAST, A DISTANCE OF 61.47 FEET; THENCE RUN SOUTH 25°03'35" EAST, A DISTANCE OF 41.98 FEET; THENCE RUN SOUTH 58°26'41" EAST, A DISTANCE OF 77.10 FEET; THENCE RUN NORTH 64°51'43" EAST, A DISTANCE OF 59.71 FEET; THENCE RUN NORTH 22°27'00" EAST, A DISTANCE OF 133.33 FEET; THENCE RUN NORTH 52°49'57" EAST, A DISTANCE OF 66.67 FEET; THENCE RUN NORTH 35°29'20" EAST, A DISTANCE OF 82.69 FEET; THENCE RUN NORTH 27°10'34" EAST, A DISTANCE OF 56.95 FEET; THENCE RUN SOUTH 79°02'53" EAST, A DISTANCE OF 94.44 FEET; THENCE RUN NORTH 62°59'52" EAST, A DISTANCE OF 87.39 FEET; THENCE RUN SOUTH 55°10'19" EAST, A DISTANCE OF 51.33 FEET; THENCE RUN SOUTH 56°42'06" EAST, A DISTANCE OF 76.72 FEET; THENCE RUN SOUTH 69°38'47" EAST, A DISTANCE OF 98.62 FEET; THENCE RUN SOUTH 33°07'22" EAST, A DISTANCE OF 66.32 FEET; THENCE RUN SOUTH 12°34'18" EAST, A DISTANCE OF 67.51 FEET; THENCE RUN SOUTH 73°43'09" EAST, A DISTANCE OF 32.57 FEET; THENCE RUN NORTH 88°46'08" EAST, A DISTANCE OF 89.59 FEET; THENCE RUN SOUTH 72°00'24" EAST, A DISTANCE OF 88.54 FEET; THENCE RUN NORTH 82°00'35" EAST, A DISTANCE OF 82.23 FEET; THENCE RUN NORTH 28°08'41" EAST, A DISTANCE OF 77.60 FEET; THENCE RUN SOUTH 79°52'28" EAST, A DISTANCE OF 72.13 FEET; THENCE RUN SOUTH 84°08'18" EAST, A DISTANCE OF 76.52 FEET; THENCE RUN SOUTH 50°04'27" EAST, A DISTANCE OF 116.72 FEET; THENCE RUN SOUTH 18°05'38" EAST, A DISTANCE OF 86.72 FEET; THENCE RUN SOUTH 11°26'26" WEST, A DISTANCE OF 91.89 FEET; THENCE RUN SOUTH 29°04'26" EAST, A DISTANCE OF 89.79 FEET; THENCE RUN SOUTH 09°58'55" EAST, A DISTANCE OF 91.28 FEET; THENCE RUN SOUTH 40°14'22" EAST, A DISTANCE OF 56.45 FEET; THENCE RUN SOUTH 43°10'08" EAST, A DISTANCE OF 86.77 FEET; THENCE RUN SOUTH 30°23'40" EAST, A DISTANCE OF 63.23 FEET; THENCE RUN SOUTH 36°06'06" WEST, A DISTANCE OF 69.17 FEET; THENCE RUN SOUTH 49°24'38" EAST, A DISTANCE OF 39.36 FEET; THENCE RUN NORTH 51°47'53" EAST, A DISTANCE OF 66.55 FEET; THENCE RUN SOUTH 18°39'03" EAST, A DISTANCE OF 66.42 FEET; THENCE RUN SOUTH 13°29'51" EAST, A DISTANCE OF 121.98 FEET; THENCE RUN SOUTH 37°08'09" EAST, A DISTANCE OF 78.28 FEET; THENCE RUN SOUTH 18°59'20" EAST, A DISTANCE OF 85.31 FEET; THENCE RUN SOUTH 29°01'05" WEST, A DISTANCE OF 50.31 FEET; THENCE RUN SOUTH 14°39'12" WEST, A DISTANCE OF 122.19 FEET; THENCE RUN SOUTH 18°44'14" EAST, A DISTANCE OF 78.53 FEET; THENCE RUN SOUTH 53°17'25" EAST, A DISTANCE OF 80.53 FEET; THENCE RUN SOUTH 37°24'41" EAST, A DISTANCE OF 83.16 FEET; THENCE RUN SOUTH 55°25'31" EAST, A DISTANCE OF 71.44 FEET; THENCE RUN NORTH 58°27'23" EAST, A DISTANCE OF 43.35 FEET; THENCE RUN SOUTH 19°10'27" EAST, A DISTANCE OF 37.15 FEET; THENCE RUN SOUTH 63°34'27" WEST, A DISTANCE OF 31.07 FEET; THENCE RUN SOUTH 22°20'25" EAST, A DISTANCE OF 134.31 FEET; THENCE RUN SOUTH 08°26'23" WEST, A DISTANCE OF 67.96 FEET; THENCE RUN SOUTH 22°50'36" EAST, A DISTANCE OF 95.16 FEET; THENCE RUN SOUTH 68°08'39" EAST, A DISTANCE OF 101.39 FEET; THENCE RUN SOUTH 84°06'33" EAST, A DISTANCE OF 143.78 FEET; THENCE RUN SOUTH 53°36'32" EAST, A DISTANCE OF 79.23 FEET; THENCE RUN SOUTH 62°30'27" EAST, A DISTANCE OF 79.89 FEET; THENCE RUN SOUTH 80°26'17" EAST, A DISTANCE OF 103.16 FEET; THENCE RUN SOUTH 50°11'10" EAST, A DISTANCE OF 58.15 FEET; THENCE RUN SOUTH 66°52'59" EAST, A DISTANCE OF 72.77 FEET; THENCE RUN SOUTH 63°53'24" EAST, A DISTANCE OF 143.33 FEET; THENCE RUN SOUTH 83°14'16" EAST, A DISTANCE OF 82.39 FEET; THENCE RUN SOUTH 46°01'21" EAST, A DISTANCE OF 132.57 FEET; THENCE RUN SOUTH 30°59'41" EAST, A DISTANCE OF 81.79 FEET; THENCE RUN NORTH 86°11'27" EAST, A DISTANCE OF 73.17 FEET; THENCE RUN NORTH 62°36'40" EAST, A DISTANCE OF 109.25 FEET; THENCE RUN NORTH 76°42'21" EAST, A DISTANCE OF 117.81 FEET TO A POINT ON THE WEST LINE OF A 79.02 ACRE LEESBURG

TRI-COUNTY SANITATION FRANCHISE AGREEMENT (LEESBURG)
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INTERNATIONAL AIRPORT SEA PLANE MITIGATION AREA; THENCE ALONG SAID SEA PLANE MITIGATION AREA THE FOLLOWING SIXTEEN (16) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 00°30'28" WEST, A DISTANCE OF 58.37 FEET; 2) THENCE RUN NORTH 59°53'32" EAST, A DISTANCE OF 54.81 FEET; 3) THENCE RUN SOUTH 43°52'35" EAST, A DISTANCE OF 38.23 FEET; 4) THENCE RUN SOUTH 75°34'26" EAST, A DISTANCE OF 45.20 FEET; 5) THENCE RUN SOUTH 70°37'50" EAST, A DISTANCE OF 23.34 FEET; 6) THENCE RUN SOUTH 65°59'05" EAST, A DISTANCE OF 142.77 FEET; 7) THENCE RUN SOUTH 71°48'27" EAST, A DISTANCE OF 41.59 FEET; 8) THENCE RUN SOUTH 73°29'01" EAST, A DISTANCE OF 85.77 FEET; 9) THENCE RUN NORTH 83°59'28" EAST, A DISTANCE OF 72.88 FEET; 10) THENCE RUN NORTH 82°39'04" EAST, A DISTANCE OF 75.52 FEET; 11) THENCE RUN NORTH 22°53'15" EAST, A DISTANCE OF 49.24 FEET; 12) THENCE RUN NORTH 42°47'28" EAST, A DISTANCE OF 36.32 FEET; 13) THENCE RUN NORTH 66°51'09" EAST, A DISTANCE OF 48.16 FEET; 14) THENCE RUN NORTH 82°25'46" EAST, A DISTANCE OF 75.22 FEET; 15) THENCE RUN NORTH 82°09'15" EAST, A DISTANCE OF 66.23 FEET; 16) THENCE RUN NORTH 72°05'31" EAST, A DISTANCE OF 32.56 FEET TO A POINT ON THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SEA PLANE MITIGATION AREA, RUN ALONG THE BOUNDARY OF SAID LANDS THE FOLLOWING FIFTEEN (15) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 00°30'28" WEST, A DISTANCE OF 107.66 FEET; 2) THENCE RUN SOUTH 89°33'30" EAST, A DISTANCE OF 841.08 FEET; 3) THENCE RUN SOUTH 02°20'16" EAST, A DISTANCE OF 303.39 FEET; 4) THENCE RUN SOUTH 60°11'33" EAST, A DISTANCE OF 535.18 FEET; 5) THENCE RUN SOUTH 00°10'55" WEST, A DISTANCE OF 387.25 FEET; 6) THENCE RUN SOUTH 00°48'18" WEST, A DISTANCE OF 599.91 FEET; 7) THENCE RUN SOUTH 88°56'30" EAST, A DISTANCE OF 2556.25 FEET; 8) THENCE RUN SOUTH 00°49'33" WEST, A DISTANCE OF 5.52 FEET; 9) THENCE RUN SOUTH 43°39'58" WEST, A DISTANCE OF 170.17 FEET; 10) THENCE RUN SOUTH 13°50'45" WEST, A DISTANCE OF 147.54 FEET; 11) THENCE RUN SOUTH 26°56'42" EAST, A DISTANCE OF 135.90 FEET; 12) THENCE RUN SOUTH 41°29'44" EAST, A DISTANCE OF 127.17 FEET; 13) THENCE RUN SOUTH 00°49'33" WEST, A DISTANCE OF 891.81 FEET; 14) THENCE RUN NORTH 88°56'27" WEST, A DISTANCE OF 65.00 FEET; 15) THENCE RUN SOUTH 00°49'33" WEST, A DISTANCE OF 644.96 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 470 (A 100 FOOT WIDE RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 11670-2601); THENCE DEPARTING SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262, RUN ALONG SAID NORTH AND EAST RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1) THENCE RUN NORTH 88°56'30" WEST, A DISTANCE OF 2673.97 FEET TO A POINT OF CURVATURE OF A 1095.82 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST; 2) THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°43'22" AN ARC DISTANCE OF 1716.01 FEET TO A POINT OF TANGENCY; 3) THENCE RUN NORTH 00°46'52" EAST, A DISTANCE OF 378.96 FEET TO A POINT OF CURVATURE OF A 1196.40 FOOT RADIUS CURVE CONCAVE TO THE WEST; 4) THENCE RUN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°37'23" AN ARC DISTANCE OF 347.11 FEET TO A POINT OF NON-TANGENCY AND A POINT ON THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 17; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, RUN NORTH 00°46'52" EAST, ALONG SAID EAST LINE, A DISTANCE OF 807.86 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 9; THENCE RUN NORTH 00°30'28" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9, A DISTANCE OF 100.00 FEET TO THE NORTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4496, PAGE 70, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°24'17" WEST, ALONG THE

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NORTH LINE OF SAID LANDS, A DISTANCE OF 807.90 FEET TO THE NORTHWEST CORNER OF SAID LANDS; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°30'28" WEST, ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 99.99 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 470, SAID POINT BEING ON A 1196.40 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE SOUTH WHOSE RADIUS POINT BEARS SOUTH 17°12'59" WEST; THENCE DEPARTING SAID WEST LINE, RUN WESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) THENCE RUN ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°37'16" AN ARC DISTANCE OF 347.07 FEET TO A POINT OF TANGENCY; 2) THENCE RUN NORTH 89°24'17" WEST, A DISTANCE OF 1259.47 FEET TO THE SOUTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3316, PAGE 50, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, RUN ALONG THE BOUNDARY OF SAID LANDS THE FOLLOWING FIVE (5) COURSES AND DISTANCES) 1) THENCE NORTH 00°35'45" EAST, A DISTANCE OF 88.48 FEET TO A POINT OF CURVATURE OF A 105.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST; 2) THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°35'45" AN ARC DISTANCE OF 166.03 FEET TO A POINT OF TANGENCY; 3) THENCE RUN NORTH 90°00'00" WEST, A DISTANCE OF 2533.64 FEET; 4) THENCE RUN SOUTH 00°32'45" WEST, A DISTANCE OF 36.20 FEET; 5) THENCE RUN NORTH 89°23'48" WEST, A DISTANCE OF 232.60 FEET TO A POINT ON THE NORTHEASTERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4556, PAGE 1743, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3316, PAGE 50, RUN NORTH 42°26'19" WEST, ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 1523.35 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE DEPARTING SAID NORTHEASTERLY LINE, RUN SOUTH 47°33'41" WEST, ALONG THE NORTHWESTERLY LINE OF SAID LANDS, A DISTANCE OF 270.00 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE (STATE ROAD NO. 91, A VARIABLE WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, STATE PROJECT NO. 190747-2); THENCE DEPARTING SAID NORTHWESTERLY LINE, RUN NORTH 42°26'19" WEST, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 5966.03 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID NORTHEASTERLY RIGHT-OF-WAY LINE, RUN NORTH 00°45'14" EAST, ALONG SAID WEST LINE, A DISTANCE OF 2487.91 FEET TO THE POINT OF BEGINNING.

AND:

A PORTION OF SECTION 9, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 9; THENCE RUN SOUTH 89°11'07" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9, A DISTANCE OF 2650.14 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 9; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°45'24" EAST, ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9, A DISTANCE OF 1340.43 FEET TO A POINT ON A LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE, RUN ALONG THE BOUNDARY OF THE AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262 THE FOLLOWING FIVE (5) COURSES AND DISTANCES: 1) THENCE RUN NORTH 90°00'00" WEST, A DISTANCE OF 1427.39 FEET; 2) THENCE RUN NORTH 20°12'05" EAST, A

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DISTANCE OF 896.56 FEET; 3) THENCE RUN SOUTH 89°45'55" EAST, A DISTANCE OF 1510.88 FEET; 4) THENCE RUN SOUTH 00°00'00" EAST, A DISTANCE OF 538.26 FEET; 5) THENCE RUN NORTH 90°00'00" EAST, A DISTANCE OF 1602.12 FEET TO A POINT ON THE EAST LINE OF THE LANDS DESCRIBED AS PARCEL 2 IN OFFICIAL RECORDS BOOK 2070, PAGE 2098, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262, RUN ALONG THE BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2070, PAGE 2098 THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 00°36'49" WEST, A DISTANCE OF 831.10 FEET; 2) THENCE RUN NORTH 88°50'30" WEST, A DISTANCE OF 192.44 FEET TO A POINT ON THE BOUNDARY OF THE AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262; THENCE DEPARTING SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2070, PAGE 2098, RUN ALONG SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262 THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1) THENCE RUN NORTH 74°45'27" WEST, A DISTANCE OF 957.72 FEET; 2) THENCE RUN NORTH 90°00'00" WEST, A DISTANCE OF 631.59 FEET; 3) THENCE RUN NORTH 01°16'27" EAST, A DISTANCE OF 278.48 FEET; 4) THENCE RUN NORTH 90°00'00" WEST, A DISTANCE OF 244.47 FEET TO THE POINT OF BEGINNING.

AND:

ALL OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, LYING SOUTH OF THE WEST BOUNDARY OF THE SUNSHINE STATE PARKWAY, LESS THE RIGHT-OF-WAY FOR STATE ROAD NO. 470 IN LAKE COUNTY, FLORIDA;

LESS

COMMENCE AT A 3" X 3" LIGHTER WOOD POST MARKING THE EAST QUARTER CORNER OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 24 EAST, AS SHOWN ON THE SUNSHINE STATE PARKWAY RIGHT-OF-WAY MAP FOR LAKE COUNTY, PROJECT NO. 2, CONTRACT NO. 13.4, SHEET NO. 2; THENCE N01°01'02" WEST ALONG THE EAST LINE OF THE NE ¼ OF SAID SECTION 18, A DISTANCE OF 2658.28 FEET TO A CONCRETE MONUMENT MARKING THE NORTHEAST CORNER OF SAID SECTION 18, AS SHOWN ON THE SAID SUNSHINE STATE PARKWAY RIGHT-OF-WAY MAP; THENCE S89°00'55" WEST ALONG THE NORTH LINE OF THE NE ¼ OF SAID SECTION 18, A DISTANCE OF 593.64 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF THE SUNSHINE STATE PARKWAY; THENCE LEAVING THE NORTH LINE OF THE NE ¼ OF SAID SECTION 18, N44°00'55" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 95.76 TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 470 AS SHOWN ON STATE ROAD RIGHT-OF-WAY MAP, SECTION 11670-2601, SHEET 2; SAID INTERSECTION ALSO BEING THE POINT OF BEGINNING; THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE OF THE SUNSHINE STATE PARKWAY, S89°00'55" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 329.45 FEET; THENCE S80°29'04" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 134.83 FEET; THENCE S89°00'55" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 1456.67 FEET; THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE N00°59'05" WEST A DISTANCE OF 130.00 FEET; THENCE N89°00'55" EAST A DISTANCE OF 850.00 FEET; THENCE N00°59'05" WEST A DISTANCE OF 850.00 FEET; THENCE N41°56'49" WEST A DISTANCE OF 738.95 FEET; THENCE N45°59'05" EAST A DISTANCE OF 100.00 FEET TO THE SAID WESTERLY RIGHT-OF-WAY LINE OF

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THE SUNSHINE STATE PARKWAY; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE S44°00'55" EAST A DISTANCE OF 2170.00 FEET TO THE POINT OF BEGINNING.

LESS

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, THEN N00°55'51" WEST ALONG THE WEST BOUNDARY LINE OF SAID SECTION 7, 50.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD #470; THENCE N89°02'38" EAST ALONG SAID RIGHT-OF-WAY LINE 1347.80 FEET TO THE POINT OF BEGINNING; THENCE N00°57'22" WEST 350.00 FEET; THENCE N89°02'38" EAST 750.00 FEET; THENCE S00°57'22" EAST 350.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD #470; THENCE S89°02'38" WEST ALONG SAID RIGHT-OF-WAY LINE 750.00 FEET TO THE POINT OF BEGINNING.

AND:

A PARCEL OF LAND LYING THE SOUTH HALF OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 6" X 6" CONCRETE MONUMENT INSCRIBED 8, 9, 16 & 17 MARKING THE SOUTHEAST CORNER OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 24 EAST; THENCE RUN NORTH 89°24'15" WEST, ALONG THE SOUTH LINE OF SECTION 8, A DISTANCE OF 2649.34 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°31'36" EAST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 8, A DISTANCE OF 50.00 FEET FOR A POINT OF BEGINNING; SAID POINT LYING ON THE NORTH EXISTING RIGHT OF WAY OF STATE ROAD 470; THENCE RUN NORTH 89°23'48" WEST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 2315.46 FEET; THENCE RUN NORTH 84°15'10" WEST, ALONG SAID NORTH EXISTING RIGHT OF WAY LINE, A DISTANCE OF 213.34 FEET; THENCE DEPARTING SAID NORTH EXISTING RIGHT OF WAY LINE, RUN NORTH 42°26'19" WEST, A DISTANCE OF 152.54 FEET; THENCE RUN SOUTH 89°23'48" EAST, A DISTANCE OF 232.57 FEET; THENCE RUN NORTH 00°32'45" EAST, A DISTANCE OF 36.20 FEET; THENCE RUN SOUTH 90°00'00" EAST, A DISTANCE OF 2399.39 FEET TO THE AFOREMENTIONED EAST LINE; THENCE CONTINUE SOUTH 90°00'00" EAST, A DISTANCE OF 134.25 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 105.00 FEET AND A CENTRAL ANGLE OF 90°35'45"; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 166.03 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 00°35'45" WEST, A DISTANCE OF 88.47 FEET TO THE AFOREMENTIONED NORTH EXISTING RIGHT OF WAY LINE; THENCE RUN NORTH 89°24'15" WEST, ALONG SAID NORTH EXISTING RIGHT OF WAY LINE, A DISTANCE OF 240.10 FEET TO THE POINT OF BEGINNING.

AND:

THAT PART OF THE NE 1/4 OF THE NE 1/4 OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA BOUNDED AND DESCRIBED AS FOLLOWS:

BEGIN AT THE NE CORNER OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, RUN THENCE SOUTH 0°18' WEST ALONG THE SECTION LINE FOR 535 FEET TO THE POINT OF BEGINNING, CONTINUE THENCE SOUTH 0°18' WEST ALONG SAID SECTION LINE FOR 274.12 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 470; RUN THENCE NORTHERLY AND WESTERLY ALONG RIGHT-OF-WAY OF STATE

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ROAD NO. 470 TO A POINT THAT IS NORTH 89°42' WEST OF THE POINT OF BEGINNING, THENCE SOUTH 89°42' EAST FOR 121.2 FEET TO THE POINT OF BEGINNING.

AND:

A PORTION OF SECTIONS 9 AND 16, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 16; THENCE RUN SOUTH 89°11'07" EAST, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 16, A DISTANCE OF 1325.07 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16 AND A POINT ON THE BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING NORTH LINE, RUN ALONG THE BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262 THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 00°48'18" WEST, ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16, A DISTANCE OF 599.91 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 2025.07 FEET OF THE NORTH 1/2 OF SAID SECTION 16; 2) THENCE DEPARTING SAID EAST LINE, RUN SOUTH 88°56'30" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 2391.25 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 00°49'33" EAST, A DISTANCE OF 666.86 FEET TO A POINT OF CURVATURE OF A 385.00 FOOT RADIUS CURVE CONCAVE TO THE EAST; THENCE RUN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°00'00" AN ARC DISTANCE OF 235.18 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 35°49'33" EAST, A DISTANCE OF 754.13 FEET TO A POINT ON THE AFORESAID BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 362; THENCE RUN SOUTH 74°45'27" EAST, ALONG SAID BOUNDARY, A DISTANCE OF 213.64 FEET; THENCE DEPARTING SAID BOUNDARY, RUN SOUTH 35°49'33" WEST, A DISTANCE OF 829.24 FEET TO A POINT OF CURVATURE OF A 185.00 FOOT RADIUS CURVE CONCAVE TO THE EAST; THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°00'00" AN ARC DISTANCE OF 113.01 FEET TO A POINT OF TANGENCY, SAID POINT BEING A POINT ON THE NORTHERLY EXTENSION OF THE WEST LINE OF THE EAST 60 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE RUN SOUTH 00°49'33" WEST, ALONG SAID WEST LINE, A DISTANCE OF 667.67 FEET TO A POINT ON THE SOUTH LINE OF THE AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262 AND A POINT ON THE NORTH LINE OF THE SOUTH 2025.07 FEET OF THE NORTH 1/2 OF SAID SECTION 16; THENCE DEPARTING SAID WEST LINE, RUN NORTH 88°56'30" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING.

AND:

A PARCEL OF LAND LYING WITHIN THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, THENCE N00°55'51" WEST ALONG THE WEST BOUNDARY LINE OF SAID SECTION 7, 50.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD #470; THENCE N89°02'38" EAST ALONG SAID RIGHT-OF-WAY LINE 1347.80 FEET TO THE POINT OF BEGINNING; THENCE N00°57'22" WEST 350.00 FEET; THENCE N89°02'38" EAST 750.00 FEET; THENCE S00°57'22" EAST 350.00 FEET TO THE NORTH RIGHT-

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OF-WAY LINE OF COUNTY ROAD #470; THENCE S89°02'38" WEST ALONG SAID RIGHT-OF-WAY LINE 750.00 FEET TO THE POINT OF BEGINNING.

AND:

A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1093, PAGE 476, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SAID LANDS LYING WITHIN SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 CORNER OF SAID SECTION 17; THENCE RUN SOUTH 89°24'17" EAST, ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 17, A DISTANCE OF 128.15 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°35'43" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 470 (A 100 FOOT WIDE PUBLIC RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 11670-2601) AND THE POINT OF BEGINNING; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 89°24'17" EAST, A DISTANCE OF 1371.42 FEET TO A POINT OF CURVATURE OF A 1096.40 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 79°30'54" EAST AND A CHORD LENGTH OF 376.62 FEET; 2) THENCE RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°46'47", AN ARC DISTANCE OF 378.50 FEET; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, RUN SOUTH 02°05'38" EAST, A DISTANCE OF 424.83 FEET; THENCE RUN NORTH 79°06'44" WEST, A DISTANCE OF 375.69 FEET; THENCE RUN NORTH 82°34'21" WEST, A DISTANCE OF 241.03 FEET; THENCE RUN NORTH 25°13'16" WEST, A DISTANCE OF 353.53 FEET; THENCE RUN NORTH 89°24'17" WEST, A DISTANCE OF 251.69 FEET; THENCE RUN SOUTH 76°06'40" WEST, A DISTANCE OF 83.70 FEET TO A POINT ON A 910.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE WEST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 13°28'14" WEST AND A CHORD LENGTH OF 391.61 FEET; THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24°51'03", AN ARC DISTANCE OF 394.69 FEET TO A POINT OF REVERSE CURVATURE OF A 790.00 FOOT RADIUS CURVE CONCAVE TO THE EAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 02°23'07" EAST AND A CHORD LENGTH OF 748.60 FEET; THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 56°33'45", AN ARC DISTANCE OF 779.89 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 82°39'55" WEST, A DISTANCE OF 99.56 FEET; THENCE RUN NORTH 31°31'47" WEST, A DISTANCE OF 693.99 FEET; THENCE RUN NORTH 32°11'10" WEST, A DISTANCE OF 50.00 FEET TO THE SOUTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4895, PAGE 332, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND A POINT OF CURVATURE OF A 525.00 FOOT RADIUS CURVE, CONCAVE TO THE EAST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 15°52'16" WEST AND A CHORD LENGTH OF 294.96 FEET; THENCE ALONG THE EAST LINE OF SAID LANDS THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) THENCE RUN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32°37'48", AN ARC DISTANCE OF 298.99 FEET TO A POINT OF TANGENCY; 2) THENCE RUN NORTH 00°26'37" EAST, A DISTANCE OF 226.37 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE DEPARTING EAST LINE OF SAID LANDS, RUN NORTH 89°23'51" WEST, ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 39.47 FEET TO A POINT ALONG THE RIGHT-OF-WAY TO LAKE COUNTY PER OFFICIAL RECORDS BOOK 3316, PAGE 54, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING NORTH LINE OF SAID LANDS, RUN NORTH 00°35'43" EAST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

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AND:

A PORTION OF SECTIONS 16, 17, 20 AND 21, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 CORNER OF SAID SECTION 17; THENCE RUN SOUTH 89°24'17" EAST, ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 17, A DISTANCE OF 128.15 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 0°35'43" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 470 (A 100 FOOT WIDE PUBLIC RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 11670-2601); THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING SIX (6) COURSES AND DISTANCES: 1) RUN SOUTH 89°24'17" EAST, A DISTANCE OF 1371.42 FEET TO A POINT OF CURVATURE OF A 1096.40 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 79°30'54" EAST AND A CHORD LENGTH OF 376.62 FEET; 2) THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°46'47", AN ARC DISTANCE OF 378.50 FEET TO THE POINT OF BEGINNING; 3) THENCE CONTINUE SOUTHEASTERLY, ALONG SAID 1096.40 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHWEST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 34°25'19" EAST AND A CHORD LENGTH OF 1264.09 FEET, THROUGH A CENTRAL ANGLE OF 70°24'22", AN ARC DISTANCE OF 1347.27 FEET TO A POINT OF TANGENCY; 4) THENCE RUN SOUTH 0°46'52" WEST, A DISTANCE OF 378.96 FEET TO A POINT OF CURVATURE OF A 1195.82 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 44°04'49" EAST AND A CHORD LENGTH OF 1687.05 FEET; 5) THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°43'22", AN ARC DISTANCE OF 1872.61 FEET TO A POINT OF TANGENCY; 6) THENCE RUN SOUTH 88°56'30" EAST, A DISTANCE OF 2112.61 FEET TO A POINT ON THE WESTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5488, PAGE 755, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, RUN ALONG WESTERLY LINE OF SAID LANDS THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1) RUN SOUTH 0°49'06" WEST, A DISTANCE OF 3422.05 FEET TO A POINT ON THE NORTHEASTERLY LINE OF A 170 FOOT WIDE FLORIDA POWER CORPORATION TRANSMISSION EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 319, PAGE 131, OF SAID PUBLIC RECORDS; 2) THENCE RUN SOUTH 59°22'02" EAST, ALONG NORTHEASTERLY LINE OF SAID 170 FOOT WIDE EASEMENT, A DISTANCE OF 853.55 FEET; 3) THENCE DEPARTING NORTHEASTERLY LINE OF SAID 170 FOOT WIDE EASEMENT, RUN SOUTH 46°39'31" WEST, A DISTANCE OF 877.84 FEET; 4) THENCE RUN SOUTH 36°40'00" EAST, A DISTANCE OF 220.60 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 48 (FORMERLY STATE ROAD 48, A 100 FOOT WIDE PUBLIC RIGHT-OF-WAY PER STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, PROJECT NO. 1092), SAID POINT BEING ON A 5774.76 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 50°28'35" WEST AND A CHORD LENGTH OF 983.58 FEET; THENCE DEPARTING WESTERLY LINE OF SAID LANDS, RUN SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 48, THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) RUN ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09°46'15", AN ARC DISTANCE OF 984.78 FEET TO A POINT OF TANGENCY; 2) THENCE RUN SOUTH 45°35'30" WEST, A DISTANCE OF 474.19 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF FLORIDA'S TURNPIKE (A VARIABLE WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, STATE PROJECT NO. 2); THENCE DEPARTING SAID NORTHERLY

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RIGHT-OF-WAY LINE OF COUNTY ROAD 48, RUN ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF FLORIDA'S TURNPIKE THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) RUN NORTH 42°27'10" WEST, A DISTANCE OF 4311.09 FEET; 2) THENCE RUN NORTH 42°26'41" WEST, A DISTANCE OF 3068.59 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST 1/4 OF AFORESAID SECTION 17; THENCE DEPARTING SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF FLORIDA'S TURNPIKE, RUN NORTH 0°40'32" EAST, ALONG SAID WEST LINE, A DISTANCE OF 292.28 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4 OF SECTION 17; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°16'18" EAST, ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 432.67 FEET; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 62°25'06" EAST, A DISTANCE OF 1123.15 FEET; THENCE RUN SOUTH 89°16'33" EAST, A DISTANCE OF 314.79 FEET; THENCE RUN NORTH 49°47'08" EAST, A DISTANCE OF 115.47 FEET; THENCE RUN SOUTH 89°16'33" EAST, A DISTANCE OF 229.01 FEET TO A POINT OF CURVATURE OF A 150.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTHWEST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 45°43'27" EAST AND A CHORD LENGTH OF 212.13 FEET; THENCE RUN NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 235.62 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 0°43'27" EAST, A DISTANCE OF 388.57 FEET TO A POINT OF CURVATURE OF A 150.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHWEST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 44°16'33" WEST AND A CHORD LENGTH OF 212.13 FEET; THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 235.62 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 89°16'33" WEST, A DISTANCE OF 1248.74 FEET; THENCE RUN NORTH 30°39'59" WEST, A DISTANCE OF 108.77 FEET TO A POINT ON THE EASTERLY BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5844, PAGE 1377, OF SAID PUBLIC RECORDS, SAID POINT BEING A POINT OF CURVATURE OF A 790.00 FOOT RADIUS CURVE, CONCAVE TO THE EAST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 2°23'07" WEST AND A CHORD LENGTH OF 748.60 FEET; THENCE RUN ALONG THE BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5844, PAGE 1377, THE FOLLOWING EIGHT (8) COURSES AND DISTANCES: 1) RUN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 56°33'45", AN ARC DISTANCE OF 779.89 FEET TO A POINT OF REVERSE CURVATURE OF A 910.00 FOOT RADIUS CURVE, CONCAVE TO THE WEST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 13°28'14" EAST AND A CHORD LENGTH OF 391.61 FEET; 2) THENCE RUN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24°51'03", AN ARC DISTANCE OF 394.69 FEET TO A POINT OF NON-TANGENCY; 3) THENCE RUN NORTH 76°06'40" EAST, A DISTANCE OF 83.70 FEET; 4) THENCE RUN SOUTH 89°24'17" EAST, A DISTANCE OF 251.69 FEET; 5) THENCE RUN SOUTH 25°13'16" EAST, A DISTANCE OF 353.53 FEET; 6) THENCE RUN SOUTH 82°34'21" EAST, A DISTANCE OF 241.03 FEET; 7) THENCE RUN SOUTH 79°06'44" EAST, A DISTANCE OF 375.69 FEET; 8) THENCE RUN NORTH 2°05'38" WEST, A DISTANCE OF 424.83 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT: THOSE LAND DESCRIBED IN OFFICIAL RECORDS BOOK 4788, PAGE 372, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

TOGETHER WITH:

A PORTION OF THE FOLLOWING DESCRIBED LANDS LYING SOUTH AND WEST OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF FLORIDA'S TURNPIKE (A VARIABLE WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, STATE PROJECT NO. 2):

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THAT PART OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, LYING NORTHEAST OF THE CENTERLINE OF THE TURNPIKE AND NORTH AND NORTHWEST OF STATE ROAD NO. 48, LESS RIGHT OF WAY FOR THE SEABOARD COAST LINE RAILROAD.

AND:

ABANDONED 50-FT. RIGHT-OF-WAY OF SEABOARD COAST LINE'S FORMER OKAHUMPKA-CROOM MAIN LINE TRACT, LYING IN THE NORTH 3/4 OF SECTION 21, NORTH OF THE CENTERLINE OF THE FLORIDA TURNPIKE, ALL IN SECTION 21, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 48 (FORMERLY STATE ROAD 48, A 100 FOOT WIDE PUBLIC RIGHT-OF-WAY PER STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, PROJECT NO. 1092) AND THE CENTERLINE OF FLORIDA'S TURNPIKE (A VARIABLE WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, STATE PROJECT NO. 2); THENCE RUN NORTH 42°27'10" WEST, ALONG THE CENTERLINE OF SAID FLORIDA'S TURNPIKE, A DISTANCE OF 85.05 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE ABANDONED SEABOARD COAST LINE (S.C.L.) AND ATLANTIC COAST LINE (A.C.L.) RAILROAD; THENCE DEPARTING THE CENTERLINE OF SAID FLORIDA'S TURNPIKE, RUN NORTH 45°35'30" EAST, ALONG NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID ABANDONED RAILROAD, A DISTANCE OF 200.12 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID FLORIDA'S TURNPIKE; THENCE DEPARTING THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID ABANDONED RAILROAD, RUN SOUTH 42°27'10" EAST, ALONG THE SOUTHEASTERLY PROJECTION OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID FLORIDA'S TURNPIKE, A DISTANCE OF 85.05 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF AFOREMENTIONED COUNTY ROAD NO. 48; THENCE DEPARTING SAID SOUTHEASTERLY PROJECTION, RUN SOUTH 45°35'30" WEST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 48, A DISTANCE OF 200.12 FEET TO THE POINT OF BEGINNING. SAID LANDS LYING IN SECTION 21, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA

AND:

A PORTION OF SECTIONS 17 AND 18, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 18; THENCE RUN SOUTH 0°43'36" WEST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 470 (FORMERLY STATE ROAD 470, A 100 FOOT RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 18520-2601) AND THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°23'45" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 1,985.90 FEET TO A POINT ON THE WESTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3316, PAGE 50, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, RUN ALONG THE WESTERLY AND SOUTHERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3316, PAGE

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50, THE FOLLOWING FIVE (5) COURSES AND DISTANCES: 1) THENCE SOUTH 0°36'15" WEST, A DISTANCE OF 61.00 FEET TO A POINT OF CURVATURE OF A 122.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 44°23'45" EAST AND A CHORD LENGTH OF 172.53 FEET; 2) THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 191.64 FEET TO A POINT OF TANGENCY; 3) THENCE RUN SOUTH 89°23'45" EAST, A DISTANCE OF 541.47 FEET; 4) THENCE RUN SOUTH 89°24'47" EAST, A DISTANCE OF 1075.81 FEET; 5) THENCE RUN SOUTH 83°10'13" EAST, A DISTANCE OF 247.82 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE DEPARTING THE SOUTHERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3316, PAGE 50, RUN SOUTH 0°37'44" WEST, ALONG SAID WEST LINE, A DISTANCE OF 1068.09 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°23'00" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 1323.45 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 17; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 89°20'03" EAST, ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 17, A DISTANCE OF 578.34 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE, A VARIABLE-WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, STATE PROJECT NO. 190747-2); THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 42°26'41" EAST, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2143.37 FEET; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, RUN SOUTH 38°39'54" WEST, A DISTANCE OF 1419.60 FEET; THENCE RUN SOUTH 85°54'19" WEST, A DISTANCE OF 1334.19 FEET; THENCE RUN SOUTH 82°24'15" WEST, A DISTANCE OF 767.50 FEET; THENCE RUN SOUTH 89°40'26" WEST, A DISTANCE OF 86.96 FEET; THENCE RUN NORTH 63°08'28" WEST, A DISTANCE OF 6.16 FEET; THENCE RUN NORTH 0°54'46" EAST, A DISTANCE OF 714.45 FEET TO A POINT ON A 168.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 45°24'39" WEST AND A CHORD LENGTH OF 328.79 FEET; THENCE RUN NORTHEASTERLY, NORTHWESTERLY, AND SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 203°46'34", AN ARC DISTANCE OF 597.50 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 88°15'57" WEST, A DISTANCE OF 295.63 FEET TO A POINT OF CURVATURE OF A 1595.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 77°04'09" WEST AND A CHORD LENGTH OF 619.42 FEET; THENCE RUN WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°23'35", AN ARC DISTANCE OF 623.38 FEET TO A POINT OF REVERSE CURVATURE OF A 775.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF NORTH 82°06'39" WEST AND A CHORD LENGTH OF 821.75 FEET; THENCE RUN WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 64°01'58", AN ARC DISTANCE OF 866.13 FEET TO A POINT ON A 168.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 40°26'25" WEST AND A CHORD LENGTH OF 259.94 FEET; THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 101°21'38", AN ARC DISTANCE OF 297.20 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 59°12'50" WEST, A DISTANCE OF 160.00 FEET TO A POINT ON A 935.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 31°44'12" EAST AND A CHORD LENGTH OF 31.02 FEET; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°54'03", AN ARC DISTANCE OF 31.02 FEET TO A POINT ON A 138.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO

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THE EAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 0°01'03" EAST AND A CHORD LENGTH OF 119.46 FEET; THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 51°17'40", AN ARC DISTANCE OF 123.55 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 51°46'46" WEST, A DISTANCE OF 45.87 FEET TO A POINT OF CURVATURE OF A 700.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF NORTH 68°40'11" WEST AND A CHORD LENGTH OF 1206.91 FEET; THENCE RUN WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 119°06'05", AN ARC DISTANCE OF 1455.10 FEET TO A POINT ON A 138.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 50°39'26" EAST AND A CHORD LENGTH OF 108.22 FEET; THENCE RUN NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 46°10'17", AN ARC DISTANCE OF 111.21 FEET TO A POINT OF NON-TANGENCY; THENCE RUN NORTH 89°28'17" EAST, A DISTANCE OF 16.83 FEET; THENCE RUN NORTH 0°31'43" WEST, A DISTANCE OF 160.00 FEET TO A POINT ON A 168.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 89°28'17" WEST AND A CHORD LENGTH OF 277.12 FEET; THENCE RUN WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 111°07'45", AN ARC DISTANCE OF 325.85 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 89°28'17" WEST, A DISTANCE OF 32.87 FEET TO A POINT OF CURVATURE OF A 505.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF NORTH 71°48'09" WEST AND A CHORD LENGTH OF 324.25 FEET; THENCE RUN WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37°27'07", AN ARC DISTANCE OF 330.10 FEET TO A POINT OF NON-TANGENCY AND A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 18; THENCE RUN NORTH 89°21'13" WEST, ALONG THE SAID NORTH LINE, A DISTANCE OF 362.78 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 18; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 0°43'36" EAST, ALONG SAID WEST LINE, A DISTANCE OF 2602.75 FEET TO THE POINT OF BEGINNING.

AND:

A PORTION OF SECTIONS 17, 18, 19, 20, 21, 28, 29, 30, 31 AND 32 TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 18; THENCE RUN SOUTH 00°43'36" WEST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 2652.75 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 18 AND THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°21'13" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 362.78 FEET TO A POINT ON A 505.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 71°48'09" EAST AND A CHORD LENGTH OF 324.25 FEET; THENCE DEPARTING SAID NORTH LINE, RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37°27'07", AN ARC DISTANCE OF 330.10 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 89°28'17" EAST, A DISTANCE OF 32.87 FEET TO A POINT ON A 168.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTH, BEING SUBTENDED BY A CHORD BEARING OF NORTH 89°28'17" EAST AND A CHORD LENGTH OF 277.12 FEET; THENCE RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 111°07'45", AN ARC DISTANCE OF 325.85 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 00°31'43" EAST, A DISTANCE OF 160.00 FEET; THENCE RUN SOUTH 89°28'17" WEST, A DISTANCE OF 16.83 FEET TO A POINT ON A 138.00 FOOT RADIUS

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NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 50°39'26" WEST AND A CHORD LENGTH OF 108.22 FEET; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 46°10'17", AN ARC DISTANCE OF 111.21 FEET TO A POINT ON A 700.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 68°40'11" EAST AND A CHORD LENGTH OF 1206.91 FEET; THENCE RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 119°06'05", AN ARC DISTANCE OF 1455.10 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 51°46'46" EAST, A DISTANCE OF 45.87 FEET TO A POINT ON A 138.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE EAST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 00°01'03" WEST AND A CHORD LENGTH OF 119.46 FEET; THENCE RUN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 51°17'40", AN ARC DISTANCE OF 123.55 FEET TO A POINT ON A 935.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 31°44'12" WEST AND A CHORD LENGTH OF 31.02 FEET; THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°54'03", AN ARC DISTANCE OF 31.02 FEET TO A POINT ON A RADIAL LINE OF SAID CURVE; THENCE RUN NORTH 59°12'50" EAST, ALONG SAID RADIAL LINE, A DISTANCE OF 160.00 FEET TO A POINT ON A 168.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 40°26'25" EAST AND A CHORD LENGTH OF 259.94 FEET; THENCE DEPARTING SAID RADIAL LINE, RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 101°21'38", AN ARC DISTANCE OF 297.20 FEET TO A POINT ON A 775.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 82°06'39" EAST AND A CHORD LENGTH OF 821.75 FEET; THENCE RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 64°01'58", AN ARC DISTANCE OF 866.13 FEET TO A POINT OF REVERSE CURVATURE OF A 1595.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, BEING SUBTENDED BY A CHORD BEARING OF NORTH 77°04'09" EAST AND A CHORD LENGTH OF 619.42 FEET; THENCE RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°23'35", AN ARC DISTANCE OF 623.38 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 88°15'57" EAST, A DISTANCE OF 295.63 FEET TO A POINT ON A 168.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 45°24'39" EAST AND A CHORD LENGTH OF 328.79 FEET; THENCE RUN NORTHEASTERLY, SOUTHEASTERLY, AND SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 203°46'34", AN ARC DISTANCE OF 597.50 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 00°54'46" WEST, A DISTANCE OF 714.45 FEET; THENCE RUN SOUTH 63°08'28" EAST, A DISTANCE OF 6.16 FEET; THENCE RUN NORTH 89°40'26" EAST, A DISTANCE OF 86.96 FEET; THENCE RUN NORTH 82°24'15" EAST, A DISTANCE OF 767.50 FEET; THENCE RUN NORTH 85°54'19" EAST, A DISTANCE OF 1334.19 FEET; THENCE RUN NORTH 38°39'54" EAST, A DISTANCE OF 1419.60 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE (A VARIABLE WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, CONTRACT NO. 13.4 AND STATE PROJECT NO. 190747-2); THENCE RUN SOUTH 42°26'41" EAST, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 882.62 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 17; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, RUN SOUTH 00°40'32" WEST, ALONG SAID WEST LINE, A DISTANCE OF 457.93 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 17; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°17'01" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 429.12 FEET TO A POINT ON THE AFOREMENTIONED SOUTHWESTERLY

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RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE; THENCE DEPARTING SAID SOUTH LINE, RUN ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) RUN SOUTH $42^{\circ}26'41''$ EAST, A DISTANCE OF 2013.65 FEET; 2) THENCE RUN SOUTH $42^{\circ}27'10''$ EAST, A DISTANCE OF 4239.76 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE ABANDONED SEABOARD COAST LINE (S.C.L.) AND ATLANTIC COAST LINE (A.C.L.) RAILROAD; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE, RUN NORTH $45^{\circ}35'30''$ EAST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, A DISTANCE OF 200.12 FEET TO A POINT ON THE CENTERLINE OF THE AFOREMENTIONED FLORIDA TURNPIKE; THENCE DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, RUN SOUTH $42^{\circ}27'10''$ EAST, ALONG SAID CENTERLINE OF THE FLORIDA TURNPIKE, A DISTANCE OF 50.03 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID ABANDONED RAILROAD; THENCE DEPARTING SAID CENTERLINE OF THE FLORIDA TURNPIKE, RUN SOUTH $45^{\circ}35'30''$ WEST, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, A DISTANCE OF 200.12 FEET TO A POINT ON THE AFORESAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, RUN SOUTH $42^{\circ}27'10''$ EAST, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE, A DISTANCE OF 35.02 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 48 (FORMERLY STATE ROAD NO. 48, A 100 FOOT PUBLIC RIGHT-OF-WAY PER STATE ROAD RIGHT-OF-WAY MAP, PROJECT #1092); THENCE DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE, RUN ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 48 THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) RUN SOUTH $45^{\circ}35'30''$ WEST, A DISTANCE OF 2606.48 FEET TO A POINT OF CURVATURE OF A 8651.25 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHEAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH $37^{\circ}18'23''$ WEST AND A CHORD LENGTH OF 2493.32 FEET; 2) THENCE RUN SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $16^{\circ}34'14''$, AN ARC DISTANCE OF 2502.04 FEET TO A POINT OF TANGENCY; 3) THENCE RUN SOUTH $29^{\circ}01'16''$ WEST, A DISTANCE OF 3932.27 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 32; THENCE DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, RUN NORTH $89^{\circ}13'15''$ WEST, ALONG SAID NORTH LINE, A DISTANCE OF 186.77 FEET TO A POINT ON THE AFORESAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH $31^{\circ}18'14''$ WEST, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, A DISTANCE OF 306.81 FEET TO A POINT ON THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5797, PAGE 1572, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, RUN SOUTH $89^{\circ}13'15''$ EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 200.65 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF AFORESAID COUNTY ROAD NO. 48; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH $29^{\circ}01'16''$ WEST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 700.00 FEET TO POINT ON THE NORTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 812, PAGE 1376, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, RUN NORTH $89^{\circ}13'15''$ WEST, ALONG SAID NORTH LINE, A DISTANCE OF 233.01 FEET TO A POINT ON THE AFORESAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH $31^{\circ}18'14''$ WEST, A DISTANCE OF 255.67 FEET TO A POINT ON THE SOUTH LINE OF THE AFORESAID LANDS DESCRIBED

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IN OFFICIAL RECORDS BOOK 812, PAGE 1376; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, RUN SOUTH 89°13'15" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 244.57 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF AFORESAID COUNTY ROAD NO. 48; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 29°01'16" WEST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2404.36 FEET TO A POINT ON THE NORTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2587, PAGE 478, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, RUN NORTH 88°24'41" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 296.53 FEET TO A POINT ON THE AFOREMENTIONED SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, SAID POINT BEING ON A 2809.20 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE EAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 20°27'23" WEST AND A CHORD LENGTH OF 13.67 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTHERLY ALONG SAID CURVE AND SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, THROUGH A CENTRAL ANGLE OF 00°16'44", AN ARC DISTANCE OF 13.67 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, SOUTH 20°19'01" WEST, A DISTANCE OF 365.24 FEET TO A POINT ON THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2808, PAGE 2197, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, RUN SOUTH 89°21'24" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 234.00 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF AFOREMENTIONED COUNTY ROAD NO. 48; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 29°01'16" WEST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 200.06 FEET TO A POINT ON THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2877, PAGE 609, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, RUN NORTH 89°21'24" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 201.84 FEET TO A POINT ON THE AFOREMENTIONED SOUTHEASTERLY RIGHT-OF-WAY OF THE ABANDONED RAILROAD; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 20°19'01" WEST, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY OF THE ABANDONED RAILROAD, A DISTANCE OF 233.77 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY OF THE ABANDONED RAILROAD, RUN NORTH 89°13'10" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 1279.73 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°43'08" EAST, ALONG SAID WEST LINE, A DISTANCE OF 1323.54 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°15'43" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 1323.75 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°50'27" EAST, ALONG SAID WEST LINE, A DISTANCE OF 1323.15 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°12'12" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 2647.14 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°52'48" EAST, ALONG SAID WEST LINE, A DISTANCE OF 1322.56 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 30; THENCE DEPARTING SAID WEST LINE, RUN NORTH 00°51'12" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 30, A DISTANCE OF 2652.73 FEET TO THE WEST

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1/4 CORNER OF SAID SECTION 30; THENCE DEPARTING SAID WEST LINE, RUN NORTH 00°51'13" EAST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 30, A DISTANCE OF 2652.73 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 19; THENCE DEPARTING SAID WEST LINE, RUN NORTH 00°45'33" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 19, A DISTANCE OF 2649.79 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 19; THENCE DEPARTING SAID WEST LINE, RUN NORTH 00°46'51" EAST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 19, A DISTANCE OF 2649.40 FEET TO THE NORTHWEST CORNER OF SAID SECTION 19; THENCE DEPARTING SAID WEST LINE, RUN NORTH 00°45'39" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 2650.37 FEET TO THE POINT OF BEGINNING.

THREE (3) TRACTS OF LAND LYING WITHIN SECTIONS 5, 6 AND 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST AND SECTION 31, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT 1:

BEGIN AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE RUN NORTH 0°40'22" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 2641.21 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 6; THENCE DEPARTING SAID WEST LINE, RUN NORTH 0°40'23" EAST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 2641.21 FEET TO THE NORTHWEST CORNER OF SAID SECTION 6; THENCE DEPARTING SAID WEST LINE, RUN NORTH 0°51'49" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 2645.51 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 31; THENCE DEPARTING SAID WEST LINE, RUN NORTH 0°52'48" EAST, ALONG THE WEST LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 1322.56 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°12'12" EAST, ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 2647.14 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 0°50'27" WEST, ALONG THE EAST LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 1323.15 FEET TO THE CENTER OF SAID SECTION 31; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°15'43" EAST, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1323.75 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 0°43'08" WEST, ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1323.54 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°13'10" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 863.02 FEET TO THE NORTHEAST CORNER OF THE WEST 462 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 0°46'34" WEST, ALONG THE EAST LINE OF THE WEST 462 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1322.90 FEET TO THE SOUTHEAST CORNER OF THE WEST 462 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31 AND A POINT ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°10'38" EAST, ALONG SAID NORTH LINE, A DISTANCE OF

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639.44 FEET TO A POINT ON THE BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3573, PAGE 1, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH LINE, RUN ALONG THE BOUNDARY OF SAID LANDS THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) THENCE RUN SOUTH 0°49'22" WEST, A DISTANCE OF 518.18 FEET; (2) THENCE RUN SOUTH 89°10'38" EAST, A DISTANCE OF 217.51 FEET; (3) THENCE RUN NORTH 42°32'39" EAST, A DISTANCE OF 694.25 FEET TO A POINT ON THE AFORESAID NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID BOUNDARY, RUN SOUTH 89°10'38" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 215.45 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 48 (A 100.00 FOOT PUBLIC RIGHT-OF-WAY PER FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, PROJECT NO. 1092), SAID POINT BEING ON A 5724.15 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHWEST WHOSE RADIUS POINT BEARS NORTH 53°26'45" WEST; THENCE DEPARTING SAID NORTH LINE, RUN SOUTHWESTERLY ALONG SAID CURVE AND WESTERLY RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 1°11'29" AN ARC DISTANCE OF 119.03 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY, SOUTH 37°44'44" WEST, A DISTANCE OF 6490.63 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, RUN NORTH 89°03'26" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 665.09 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 6; THENCE RUN NORTH 89°09'35" WEST, ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 453.05 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 00°36'59" WEST, A DISTANCE OF 235.00 FEET; THENCE RUN NORTH 89°09'35" WEST, A DISTANCE OF 180.00 FEET; THENCE RUN NORTH 00°36'59" EAST, A DISTANCE OF 291.57 FEET; THENCE RUN SOUTH 75°50'19" EAST, A DISTANCE OF 185.15 FEET; THENCE RUN SOUTH 00°36'59" WEST, A DISTANCE OF 13.91 FEET TO THE POINT OF BEGINNING.

TRACT 2:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE RUN SOUTH 89°03'26" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 790.00 FEET; TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF COUNTY ROAD NO. 48 (A 100.00 FOOT PUBLIC RIGHT-OF-WAY PER FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, PROJECT NO. 1092), THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 37°44'44" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 5012.61 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF NORTH AUSTIN MERRITT ROAD (A 50.00 FOOT PUBLIC RIGHT-OF-WAY, PER OCCUPATION AND MONUMENTATION, AS SHOWN ON A HALL FARNER & ASSOCIATES SURVEY DATED FEBRUARY 5, 2005) AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 37°44'44" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1403.19 FEET TO A POINT OF CURVATURE OF A 5824.16 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST; THENCE RUN NORTHEASTERLY ALONG SAID CURVE AND RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 1°53'46" AN ARC DISTANCE OF 192.75 FEET TO A POINT OF NON-TANGENCY AND A POINT OF INTERSECTION WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, RUN SOUTH 89°10'38"

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EAST, ALONG SAID NORTH LINE, A DISTANCE OF 533.63 FEET TO THE NORTHEAST CORNER OF SAID SECTION 6; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 0°40'53" WEST, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6, A DISTANCE OF 1089.08 FEET; THENCE DEPARTING SAID EAST LINE, RUN NORTH 48°17'18" EAST, A DISTANCE OF 330.19 FEET; THENCE RUN NORTH 35°31'22" EAST, A DISTANCE OF 267.42 FEET; THENCE RUN SOUTH 61°51'03" EAST, A DISTANCE OF 329.31 FEET; THENCE RUN NORTH 69°07'56" EAST, A DISTANCE OF 229.87 FEET; THENCE RUN SOUTH 41°18'04" EAST, A DISTANCE OF 633.63 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 5; THENCE RUN SOUTH 0°41'46" WEST, ALONG SAID EAST LINE, A DISTANCE OF 137.17 FEET; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 32°14'13" EAST, A DISTANCE OF 65.43 FEET; THENCE RUN SOUTH 80°20'05" EAST, A DISTANCE OF 454.05 FEET; THENCE RUN SOUTH 64°21'57" EAST, A DISTANCE OF 367.76 FEET; THENCE RUN SOUTH 43°33'02" WEST, A DISTANCE OF 374.77 FEET; THENCE RUN SOUTH 10°02'01" WEST, A DISTANCE OF 293.45 FEET; THENCE RUN SOUTH 33°21'10" EAST, A DISTANCE OF 248.66 FEET; THENCE RUN SOUTH 21°00'41" EAST, A DISTANCE OF 273.95 FEET; THENCE RUN NORTH 71°39'22" WEST, A DISTANCE OF 207.87 FEET; THENCE RUN SOUTH 19°19'17" WEST, A DISTANCE OF 123.83 FEET TO A POINT ON THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE OF NORTH AUSTIN MERRITT ROAD; THENCE RUN ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) THENCE RUN NORTH 71°25'49" WEST, A DISTANCE OF 1970.29 FEET TO A POINT ON A 1721.98 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHEAST WHOSE RADIUS POINT BEARS NORTH 17°53'54" EAST; (2) THENCE RUN NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°07'45" AN ARC DISTANCE OF 394.59 FEET TO A POINT OF NON-TANGENCY; (3) THENCE RUN NORTH 58°59'00" WEST, A DISTANCE OF 1276.39 FEET TO THE POINT OF BEGINNING.

EXCEPT RIGHT-OF-WAY CONVEYED TO LAKE COUNTY FOR AUSTIN MERRITT ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 526, PAGE 405, AND OFFICIAL RECORDS BOOK 526, PAGE 407, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

TRACT 3:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE RUN SOUTH 89°03'26" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 790.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO.48 (A 100.00 FOOT PUBLIC RIGHT-OF-WAY PER FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, PROJECT NO. 1092) AND THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE, CONTINUE NORTH 37°44'44" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 4962.26 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF NORTH AUSTIN MERRITT ROAD (A 50.00 FOOT PUBLIC RIGHT-OF-WAY, PER OCCUPATION AND MONUMENTATION, AS SHOWN ON A HALL FARNER & ASSOCIATES SURVEY DATED FEBRUARY 5, 2005); THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, RUN ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING SEVEN (7) COURSES AND DISTANCES: (1) THENCE RUN SOUTH 58°59'00" EAST, A DISTANCE OF 1282.28 FEET TO A POINT ON A 1771.98 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHEAST WHOSE RADIUS POINT BEARS NORTH 31°01'40" EAST; (2) THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°07'11" AN ARC DISTANCE OF 405.75 FEET TO A POINT OF NON-TANGENCY; (3) THENCE RUN SOUTH 71°25'50" EAST, A DISTANCE OF 2547.66 FEET TO A POINT OF CURVATURE OF A 639.96 FOOT RADIUS

TRI-COUNTY SANITATION FRANCHISE AGREEMENT (LEESBURG)
AMENDED AND RESTATED
EXHIBIT A

CURVE CONCAVE TO THE SOUTHWEST; (4) THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°58'34" AN ARC DISTANCE OF 401.83 FEET TO A POINT OF TANGENCY; (5) THENCE RUN SOUTH 35°27'16" EAST, A DISTANCE OF 424.68 FEET TO A POINT OF CURVATURE OF A 304.60 FOOT RADIUS CURVE CONCAVE TO THE WEST; (6) THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°48'34" AN ARC DISTANCE OF 243.53 FEET TO A POINT OF TANGENCY; (7) THENCE RUN SOUTH 10°21'18" WEST, A DISTANCE OF 555.30 FEET TO A POINT ON THE BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 523, PAGE 828, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, RUN ALONG THE BOUNDARY OF SAID LANDS THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) THENCE RUN NORTH 80°39'04" WEST, A DISTANCE OF 454.13 FEET; (2) THENCE RUN SOUTH 6°13'16" WEST, A DISTANCE OF 461.15 FEET; (3) THENCE RUN SOUTH 86°49'44" EAST, A DISTANCE OF 434.73 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF THE AFORESAID NORTH AUSTIN MERRITT ROAD, SAID POINT BEING ON A 1084.17 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE EAST WHOSE RADIUS POINT BEARS SOUTH 87°37'42" EAST; THENCE DEPARTING THE BOUNDARY OF SAID LANDS, RUN SOUTHERLY ALONG SAID CURVE AND RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 24°05'34" AN ARC DISTANCE OF 455.89 FEET TO A POINT OF NON-TANGENCY SAID POINT BEING AN INTERSECTION WITH THE BOUNDARY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5129, PAGE 1486, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, RUN ALONG THE BOUNDARY OF SAID LANDS THE FOLLOWING TWO (2) COURSES AND DISTANCES: (1) THENCE RUN NORTH 89°23'30" WEST, A DISTANCE OF 216.28 FEET; (2) THENCE RUN SOUTH 0°34'26" WEST, A DISTANCE OF 170.37 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 5; THENCE DEPARTING THE BOUNDARY OF SAID LANDS, RUN NORTH 89°23'24" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 69.69 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 5; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 89°30'25" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 5, A DISTANCE OF 2645.41 FEET TO THE NORTHEAST CORNER OF SAID SECTION 7; THENCE DEPARTING SAID SOUTH LINE RUN SOUTH 0°33'51" WEST, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 1319.74 FEET TO SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°09'29" WEST, ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 2646.95 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 0°31'07" EAST, ALONG THE WEST LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 1324.42 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 6; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°03'26" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 1867.34 FEET TO THE POINT OF BEGINNING.

EXCEPT RIGHT-OF-WAY CONVEYED TO LAKE COUNTY FOR AUSTIN MERRITT ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 526, PAGE 405, AND OFFICIAL RECORDS BOOK 526, PAGE 407, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

Exhibit "B"

Solid Waste Rates for Commercial Accounts

Business Impact Estimate

Proposed ordinance's title/reference:

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA AMENDING ORDINANCE NO. 24-25 CONCERNING THE GRANTING OF A NON-EXCLUSIVE FRANCHISE TO TRI-COUNTY SANITATION, LLC, AND ITS SUCCESSORS AND ASSIGNS ("FRANCHISEE"); PROVIDING FOR CONFLICT AND SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

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, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ 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. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
 - 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*.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

¹ See Section 166.041(4)(c), Florida Statutes.

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

The proposed ordinance amends Ordinance No. 24-55, which granted a 30-year non-exclusive franchise to Tri-County Sanitation, LLC for the collection and disposal of solid waste within the Villages portion of the City of Leesburg. The amendment updates Exhibit B, which concerns Commercial Solid Waste Disposal rates and terms. All other provisions of the original ordinance remain unchanged.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur; **Commercial Businesses operating within the franchise area that utilize commercial solid waste disposal services. The update to Exhibit B adjusts the commercial rate schedule, potentially resulting in increased service rates for commercial customers within the service area.**

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; **and Yes, if approved, there will be new Monthly Commercial Solid Waste Collection Rates.**

(c) An estimate of the City's costs, including estimated revenues from any new charges or fees to cover such costs. **None.**

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: **Approximately 100–250 commercial establishments located in the Villages portion of the City of Leesburg may be affected, depending on current service arrangements and contract participation with Tri-County Sanitation.**

4. Additional information the governing body deems useful (if any): **The ordinance does not establish a new regulatory scheme but merely updates an exhibit within an existing contractual franchise arrangement. Accordingly, the business impact is limited to rate-related financial considerations and does not impose new administrative burdens.**

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.1.

Meeting Date: June 9, 2025

From: Dan Miller, (Planning and Zoning Director), Max Vanallen, (Planner)

Subject: An Ordinance of the City of Leesburg, Florida amending the City's Code of Ordinances; Chapter 25, Section 25-292 (18) Mobile food vending; providing for conflicts, severability, and an effective date. (Mobile Food Vendor Ordinance Revision)

Staff Recommendation:

The Planning and Zoning staff recommend approval and the Planning Commission recommend approval with conditions of the proposed revisions to the City's Code of Ordinances; Chapter 25, Section 25-292 (18)

Analysis:

Per F.S. 509.102, the State of Florida has preempted the regulation of licenses, registrations, permits, and fees for mobile food vendors and mobile food dispensing vehicles, also known as food trucks. To comply with these preemptions, City Planning & Zoning Staff is proposing updates to the Code of Ordinances, Section 25-292 (18). In addition, Staff is using this opportunity to streamline and clarify the approval processes for mobile food vendors.

F.S. 509.102 does allow local governments to regulate location, time, and manner of mobile food vending, provided the regulations do not conflict with the State preemptions and Statutes. Staff may also ask for proof of State-mandated licenses, registrations, permits, and insurance, as these are not additional licensing requirements.

Changes to Section 25-292 (18) include replacing the permitting process with a Letter of Location Compliance, and removing fees for mobile food vending. A Letter of Location Compliance is a complimentary service from Planning & Zoning, which tells the mobile food vendor if the proposed location meets Code requirements as listed in Section 25-292 (18). The prospective vendor must also provide proof of State-mandated documents to Planning Zoning Staff.

Clarification of how obtain permission to vend is also included in the Code update. A food truck may vend:

1. As a permanent vendor on one (1) property under a Letter of Location Compliance, or
2. For a limited time, up to twice a year under a Temporary Use Permit, or,
3. In association with a Special Event as defined by the Recreation Department, for events such as Leesburg Bikefest.

This allows for flexibility for both vendors and staff, allowing both temporary approval pathways, and more permanent vending options. These clarifications are based on feedback from other City Departments, including Code Enforcement, Recreation, the City Manager's Office, and the City Attorneys, and concerns from business owners who have gone through the mobile food vending process with City Staff.

The Planning Commission held a public hearing on the application on May 22, 2025, and recommended approval of the changes with further discussion to be heard at the regularly scheduled meeting one (1) year from the May 2025 meeting, to review the efficacy of the recommended changes and investigate if large properties should be allowed more than one (1) permanent vendor.

Procurement Analysis:

N/A

Options:

1. Approve the requested change to the City Code of Ordinances, Section 25-292 (18) to revise the Section for clarity and compliance with Florida Statutes; or
2. Disapprove the requested Comprehensive Plan Text Amendment and leave the existing language in the City Code of Ordinances, Section 25-292 (18).

Fiscal Impact:

There is no direct fiscal impact to the City for this action.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA AMENDING THE CITY'S CODE OF ORDINANCES; CHAPTER 25, SECTION 25-292 (18) MOBILE FOOD VENDING; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE. (MOBILE FOOD VENDOR ORDINANCE REVISION)

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

Section 1.

Based upon the petition of City of Leesburg, Petitioner, "Permittee" 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 City of Leesburg City Code of Ordinances, Section 25-292 (18) shall be amended as attached and incorporated as Exhibits A and B of this Ordinance:

**Existing Language and Proposed Language
(See Exhibits A & B);**

Section 2.

In the event of any conflict between this Ordinance and any other portion of the Code of Ordinances, the provisions of this Ordinance shall take precedence.

Section 3.

If any portion of this Ordinance is declared invalid or unenforceable, and to the extent that it is possible to do so without destroying the overall intent and effect of this Ordinance, the portion deemed invalid or unenforceable shall be severed here from and the remainder of the ordinance shall continue in full force and effect as if it were enacted without including the portion found to be invalid or unenforceable.

Section 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 the _____ day of _____ 2025.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Sec. 25-292**(18) Mobile food vending.**

- a. *Short title.* This subsection shall be known and cited as the "City of Leesburg Mobile Food Vendor" Ordinance.
- b. *Definitions.* For the purpose of this article, the following terms shall apply:

Central Business District refers to the City of Leesburg's Land Development Regulations, Article XI. Definitions.

City of Leesburg Historic District refers to the City of Leesburg's Code of Ordinances, [Chapter 30](#) - Historic Preservation, [Section 30-2](#), Definitions.

Food means all articles used for human consumption as food, drink, confectionery or condiments, whether simple, mixed or compound, and all substances or ingredients used in preparation thereof.

Food service establishment means any place where food is prepared and intended for individual portion service, and includes the site at which individual portions are provided. The term includes any such place regardless of whether consumption is on or off the premises and regardless of whether there is a charge for the food. The term includes delicatessens that offer prepared food in individual service portions. The term does not include schools, institutions, fraternal organizations, private homes where food is prepared or served for individual family consumption, retail food stores, the location of food vending machines, and supply vehicles, nor does the term include a research and development test kitchen limited to the use of employees and which is not open to the general public.

Mobile food unit (MFU) shall mean a vehicle mounted food service establishment, which is self-propelled, or otherwise designed to be movable from place to place, including but not limited to carts, mobile kitchens, hot dog carts, mobile trailers and lunch trucks. Mobile food units must comply with the standards specified by Chapter 5K-4.002 of the Florida Administrative Code and the U.S. Food and Drug Administrative 2001 Food Code as amended.

Mobile food vendor (MFV) shall mean the owner or operator of a food service establishment from a mobile food unit.

Public property shall mean all property, real and personal, belonging to the City of Leesburg, county, state or federal governments, excluding that which is used and/or intended for use by vehicular or pedestrian traffic and defined herein as a public way.

Public sidewalks shall mean that portion of a public way that has been improved with concrete, brick pavers or other similar surface treatments and intended for pedestrian traffic. It shall not include the portion of the public way intended for vehicular traffic or parking spaces delineated for public vehicular parking.

Public ways shall mean all areas legally open to public use and used and/or intended for vehicular or pedestrian traffic, including public streets, alleys, sidewalks and roadways but excluding any public property of the of the City of Leesburg, county, state or federal governments.

Signage refers to City of Leesburg's Land Development Regulations, [Chapter 25](#), Article VI, Sign Regulations.

Temporary food service establishment shall mean a food service establishment that operates at a fixed location for a period of time in conjunction with a single special event for which a special events permit has been applied for and obtained from the City of Leesburg including but not limited to fairs, shows, circuses, exhibitions, municipal celebrations, festivals and other similar events within a specifically defined area of the municipality for a specified period of time.

- c. *Purpose.* The purpose of the "City of Leesburg Mobile Food Vendor" Ordinance is to establish permitting procedures and appropriate regulations for mobile food vending businesses operating within the City of Leesburg.
- d. *Applicability.*
 - 1. This section shall apply to those lands within the corporate limits of the City of Leesburg except for any lands with an ARD (age restricted development)

zoning designation.

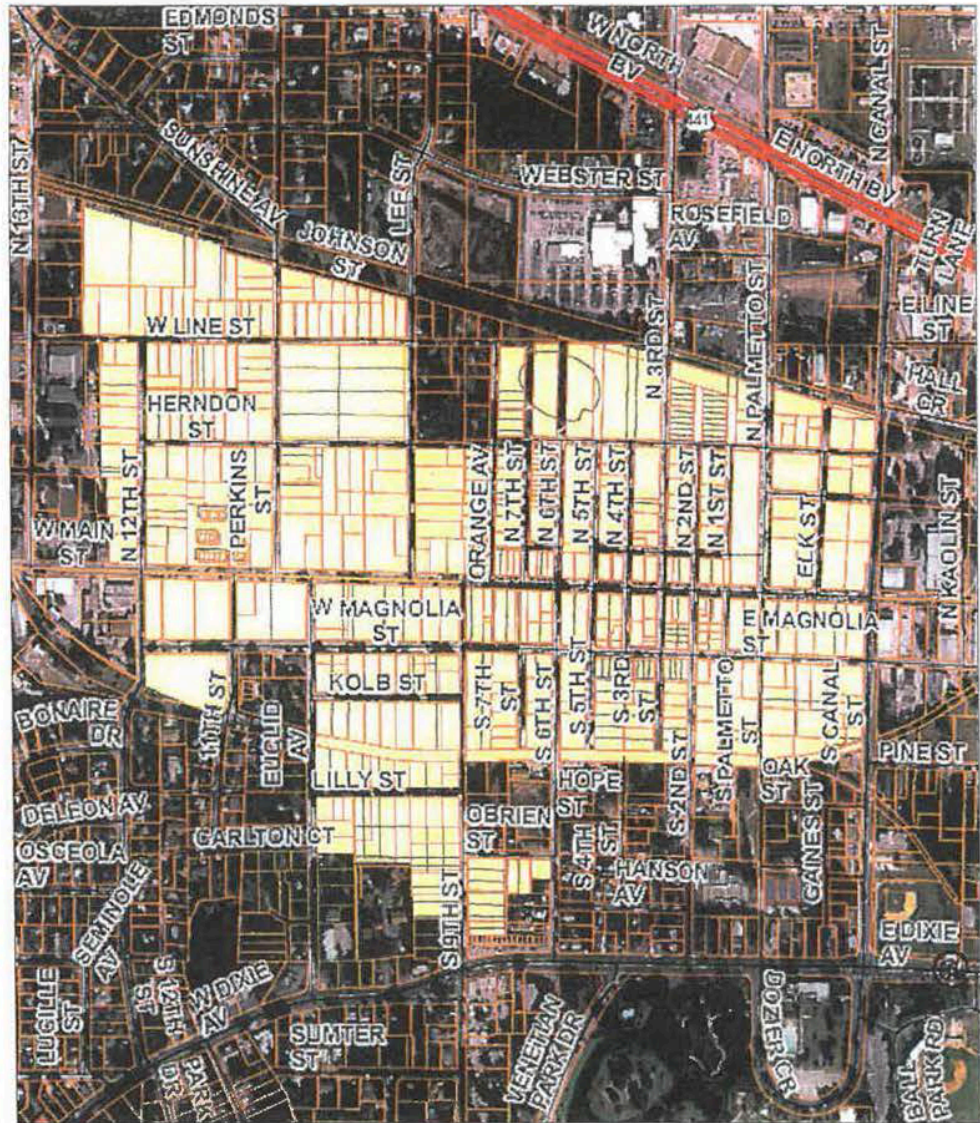
2. This section shall apply to all mobile food vendors and mobile food vending activities, including permitting and operations.
 3. Mobile vending shall not be permitted within the corporate limits of the City of Leesburg except as permitted under the conditions of this section.
 4. Other vending and or sales from vehicles on public rights-of-way, or from or upon vacant lands within the corporate limits of the City of Leesburg shall not be permitted, regardless of the type of merchandise.
- e. *Prohibitions.*
1. Mobile food vendors shall not operate in the central business district (downtown) of the City of Leesburg.
 2. Mobile food vendors shall not operate in the historic preservation district of the City of Leesburg.
 3. Mobile food vendors shall not operate on undeveloped property.
 4. The sale of alcoholic beverages is prohibited unless the vendor is part of, and included in, a special event application and permit as noted under the subsection (6) Exemptions.
- f. *Exemptions.*
1. Special events sponsored by the City of Leesburg shall be exempt from the requirements of this subsection.
 2. Special events approved by the City of Leesburg shall be exempt from the requirements of this subsection.
 3. Holders of current permanent or temporary vendor permits, maintaining an on-going business concern within the corporate limits of the city, that are active as of the date of adoption of this subsection, shall be exempt from this subsection until such time as the business does cease operations for a period of thirty (30) days, provided that the business remains in compliance with the City Code of Ordinances and the permit issued to the business. Upon expiration of an existing permanent or temporary vendor permit, the regulations of this section shall prevail, and a new permit application shall be required.
 4. Fully self-contained ice cream and/or food trucks, that meet all locational and operational requirements of this subsection, which remain stationary for no longer than a two (2) hour period, (i.e. providing lunch at an employment center) shall be exempt from the requirements of this subsection.
- g. *Appeals.* The City of Leesburg Planning Commission will serve as the board of appeals of city staff decision regarding mobile food vending permits.
- h. *Location requirements.*
1. Properties eligible for mobile food vending shall be privately owned and have an existing principal business operating in compliance with all applicable provisions of this Code.
 2. The property shall have a zoning district of commercial, industrial or a planned zoning district
 3. The property shall be located outside of both the CBD (central business district) and the historic preservation district of the City of Leesburg.
 4. Mobile food vending shall not be permitted on undeveloped property.
 5. No more than one (1) mobile vendor permit per property shall be permitted.
- i. *Permit and permit fees.*
1. Mobile food vending permit fee—Fifty dollars (\$50.00) (as amended).
- j. *Requirements for permitting.*
1. Applications for mobile food vendor permits shall be made at City of Leesburg offices on a form furnished by the city. No person shall engage in the sale of food as a mobile food vendor without first completing an application and have said application approved by the City of Leesburg. Such information shall include:

- (i) Name, address and contact information of the vending operator.
 - (ii) Name, address and contact information of the property owner.
 - (iii) Name, address and contact information of the business owner/manager on duty.
 - (iv) A site plan shall be required, providing the following information:
 - i. Property lines and all existing structures.
 - ii. Adjoining streets.
 - iii. Vendor location and parking area.
 - iv. Setbacks: all mobile food vendor vehicles must be set back at least thirty (30) feet from the right of way of all street side property lines and at least ten (10) feet from side and rear property lines.
 - (v) License as a mobile food vendor from the state of Florida, Division of Restaurants and Hotels.
 - (vi) Proof of license, registration and insurance of the mobile food vending vehicle.
 - (vii) A signed, notarized affidavit form, as provided by the City of Leesburg application, indicating:
 - i. Permission of the property owner to use the property for mobile food vending,
 - ii. Permission from the existing business that all employees and customers of the vending operation shall have access to restroom and parking facilities, whereby the mobile food vendor shall operate without interference to pedestrian or vehicular travel or traffic flow to or from the principal business.
 - (viii) Copy of permit from Lake County Health Department showing location/contract for disposal of wastewater and grease products per [section 22-120](#) of the City of Leesburg's Code of Ordinances. The applicant for a mobile food vendor's permit shall provide to the City of Leesburg's Planning and Zoning Manager and the City of Leesburg's Public Works Director, compliant waste disposal facilities and best management practices documentation including a site plan. Such site plan shall indicate the address of the waste disposal facility and contractual responsibilities and obligations of the mobile food vendor permittee regarding disposal.
 - (ix) Fire inspection approval and fire inspection report.
- k. *Indemnification of City of Leesburg; insurance.*
- 1. Prior to the issuance of a permit for mobile food vending, the applicant shall sign the application, which shall include a statement that the permittee shall hold harmless the City of Leesburg, its officers and employees and shall indemnify the City of Leesburg, its officers and employees for any claims for damages to property or injury to persons which may be occasioned by any activity carried on under the terms of the permit.
 - 2. The permittee shall furnish and maintain such public liability, food products liability, and property damage liability from all claims and damage to property or bodily injury, including death, which may arise from operations under the permit or in connection therewith. Such insurance shall provide coverage of not less than one million dollars (\$1,000,000.00) for bodily injury, property damage, or any claims or injuries respectively per occurrence. Such insurance shall be without prejudice to coverage otherwise existing therein and shall name as additional insured the City of Leesburg, its officers and employees, and shall further provide that the policy shall not terminate or be cancelled prior to the completion of the permit period without forty-five (45) days' written notice to the director of community development and planning and zoning manager at the address shown in the permit. Such proof of insurance shall be provided prior to receiving the permit.

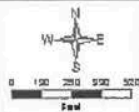
I. *Operational standards.*

1. Mobile food vendors shall limit business-operating hours to the daily business hours of the principal business located on the property. Mobile food vendors operating on private property must remove from the property all mobile food units, vendor equipment and appurtenances of the vending operation, trash caused by or generated from the mobile food vending operation, effluence caused by food preparation, distribution (sales) and/or consumption by the close of business of the principal business each day.
 2. Compliance with wastewater, grease, food products, by-products or waste, which must be disposed of as required by the City of Leesburg's Oil and Grease Management Program (refer to [section 22-120](#) of the City of Leesburg's Code of Ordinances), City of Leesburg Solid Waste disposal requirements and other City of Leesburg waste disposal requirements is required.
 3. Mobile food units shall be equipped with a suitable trash container readily accessible to the public, in which the vendor's customers may deposit any litter, trash or waste related to the vendor's business including, but not limited to sales, preparation, and consumption. Prior to moving a mobile food unit from a sales location, a mobile food vendor shall pick up and remove all litter, trash and waste related to the vendor's sales within a one hundred-foot radius.
 4. Mobile food vendors shall, at all times, maintain required fire suppression equipment on the mobile food-vending unit in operational condition. ^[3]
 5. The temporary storage of mobile food units, equipment and appurtenances must be in accordance with this Code and the City of Leesburg's land development regulations.
 6. Mobile food units shall be self-contained, but may be connected to the City of Leesburg's water service and may utilize electrical power derived from a stationary, permanent power source where explicit, written consent from the principal business owner or operator, City of Leesburg utility customer at the principal business address has been obtained by the mobile food vendor.
 7. Electrical power supplied to mobile food units and vending equipment may be provided by a portable generator with a maximum noise output rating not to exceed seventy (70) decibels as confirmed by the manufacturer's specifications for that model of generator.
 8. No onsite parking, patios, tables, chairs, or other such improvements shall be made to private property associated with mobile food vending operation.
 9. The City of Leesburg may restrict or prohibit mobile food vending from any specific location on any street or sidewalk at any time the public health, safety or welfare is determined to be adversely impacted by the City of Leesburg Police.
 10. The permittee operates the mobile food unit in a manner that violates state and City of Leesburg traffic, parking, stopping and standing laws and ordinances or otherwise creates or contributes to a potential safety or hazardous situation or condition on public or private property.
- m. *Non-compliance.* Non-compliance with the terms codified herein may result in enforcement action including but not limited to fines and referral to the city code enforcement magistrate for adjudication.

Historic Preservation District



Planning
& Zoning
Division



Historic Preservation District Area Map
Area excluded from Mobile Food Vending Ordinance
January 2017



5/12/2025 *Proposed Changes to Sec. 25-292 (18) – Mobile Food Vending –
Legislative Format – Underlined Changes & Strikethrough*

CHAPTER 25 ZONING CODE

Sec. 25-292 (18) – Mobile Food Vending

A. Short title. This subsection shall be known and cited as the "City of Leesburg Mobile Food Vendor" Ordinance.

B. Definitions. For the purpose of this article, the following terms shall apply:

1. *Central Business District* refers to the City of Leesburg's Land Development Regulations, Article XI, Definitions.
2. *City of Leesburg Historic District* refers to the City of Leesburg's Code of Ordinances, Chapter 30 - Historic Preservation, Section 30-2, Definitions.
3. *Food* means all articles used for human consumption as food, drink, confectionery or condiments, whether simple, mixed or compound, and all substances or ingredients used in preparation thereof.
4. *Food service establishment* means any place where food is prepared and intended for individual portion service, and includes the site at which individual portions are provided. The term includes any such place regardless of whether consumption is on or off the premises and regardless of whether there is a charge for the food. The term includes delicatessens that offer prepared food in individual service portions. The term does not include schools, institutions, fraternal organizations, private homes where food is prepared or served for individual family consumption, retail food stores, the location of food vending machines, and supply vehicles, nor does the term include a research and development test kitchen limited to the use of employees and which is not open to the general public.

~~*Mobile food unit (MFU)* shall mean a vehicle-mounted food service establishment, which is self-propelled, or otherwise designed to be movable from place to place, including but not limited to carts, mobile kitchens, hot dog carts, mobile trailers and lunch trucks. Mobile food units must comply with the standards specified by Chapter 5K-4.002 of the Florida Administrative Code and the U.S. Food and Drug Administrative 2001 Food Code as amended.~~

5. *Hot dog cart* shall mean a type of mobile food dispensing vehicle that is not self-propelled and limits food preparation to frankfurters (hot dogs and precooked sausages) only. Hot dog carts may also sell prepackaged, non-perishable items such as chips and bottled/canned drinks. Hot dog carts are classified as mobile food dispensing vehicles under F.S. 509.102 and are subject to all applicable state and local regulations unless explicitly exempted.
6. *Mobile food dispensing vehicle (also known as mobile food truck)* shall mean any vehicle that is a public food service establishment, as defined by 509.102 (1) (a), Florida Statutes, and that is self-propelled or otherwise movable from place to place and includes self-contained utilities, including, but not limited to, gas, water, electricity, or liquid waste disposal.

5/12/2025 *Proposed Changes to Sec. 25-292 (18) – Mobile Food Vending –*
Legislative Format – Underlined Changes & Strikethrough

7. *Mobile food vendor (MFV)* shall mean the owner or operator of a food service establishment from a mobile food dispensing vehicle, also known as mobile food truck.
8. *Principal business* shall mean a permanent structure with current, on-going commercial operations. In the case of multiple businesses on one parcel, the business occupying the most square footage shall be considered the principal business for the purposes of this section.
9. *Public property* shall mean all property, real and personal, belonging to the City of Leesburg, county, state or federal governments, excluding that which is used and/or intended for use by vehicular or pedestrian traffic and defined herein as a public way.
10. *Public sidewalks* shall mean that portion of a public way that has been improved with concrete, brick pavers or other similar surface treatments and intended for pedestrian traffic. It shall not include the portion of the public way intended for vehicular traffic or parking spaces delineated for public vehicular parking.
11. *Public ways* shall mean all areas legally open to public use and used and/or intended for vehicular or pedestrian traffic, including public streets, alleys, sidewalks and roadways but excluding any public property of the City of Leesburg, county, state or federal governments.
12. *Signage* refers to City of Leesburg's Land Development Regulations, Chapter 25, Article VI, Sign Regulations.
13. *Temporary commercial kitchen* shall mean a public food service establishment used for the preparation of takeout or delivery-only meals housed in portable structures that are movable from place to place by a tow, axle-mounted, or are self-propelled, that include self-contained utilities, including, but not limited to, gas, water, electricity, or liquid waste disposal, and are operating in conjunction with an on-site licensed permanent food service establishment to supplement kitchen operations as authorized under 509.102 (3), Florida Statutes. The term does not include tents.
14. *Temporary food service establishment* shall mean a food service establishment that operates at a fixed location for a period of time in conjunction with a single special event for which a special events permit has been applied and obtained from the City of Leesburg including, but not limited to, fairs, shows, circuses, exhibitions, municipal celebrations, festivals and other similar events within a specifically-defined area of the municipality for a specified period of time.

C. Purpose. The purpose of the "City of Leesburg Mobile Food Vendor" Ordinance is to establish permitting procedures and appropriate regulations for mobile food vending businesses operating within the City of Leesburg. This Ordinance has been updated to reflect the definitions and preemptions pursuant to F.S. 509.102. Mobile food dispensing vehicles; temporary commercial kitchens; preemption.

D. Applicability.

5/12/2025 *Proposed Changes to Sec. 25-292 (18) – Mobile Food Vending –*
Legislative Format – Underlined Changes & Strikethrough

1. This section shall apply to those lands within the corporate limits of the City of Leesburg except for any lands with an ARD (Age Restricted Development) zoning designation.
2. This section shall apply to all mobile food vendors and mobile food trucks, including location requirements and hours of operation.
3. Mobile food trucks shall not be permitted within the corporate limits of the City of Leesburg except as permitted under the conditions of this Ordinance.
4. Other vending and/or sales from vehicles on public rights-of-way, or from or upon vacant lands within the corporate limits of the City of Leesburg shall not be permitted, regardless of the type of merchandise, except as permitted under the conditions of the Ordinance.

E. Prohibitions.

1. Mobile food vendors shall not operate in the Central Business District (downtown) of the City of Leesburg.
2. Mobile food vendors shall not operate in the Historic Preservation District of the City of Leesburg.
3. Mobile food vendors shall not operate on undeveloped, abandoned, and/or vacant property.
4. The sale of alcoholic beverages is prohibited unless the vendor is part of, and included in, a special event application and permit as noted under the subsection Exemptions.
5. Mobile food vendors shall not include retail sales of non-consumptive goods, such as unprepared frozen food, pre-packaged food, packaged drinks, or other non-consumptive goods.

F. Exemptions.

1. Special Events sponsored by the City of Leesburg shall be exempt from the requirements of this Ordinance.
 - a. Mobile food vendors shall obtain permission through the City of Leesburg Recreation Department, Special Events Division, prior to vending inside a designated Special Event Venue Area.
2. Temporary Uses approved by the City of Leesburg shall be exempt from the requirements of this Ordinance, including permission to vend on public property.
 - a. A temporary use may be issued to a mobile food vendor for a maximum of two (2) consecutive days once per year on a property that meets Location requirements herein (see Section I. Location requirements).
 - b. No more than three (3) mobile food vendors shall be allowed on a property with a Temporary Use.
 - c. No Temporary Use shall be issued for the duration of a designated Special Event for vending outside of the Special Event Venue Area.
3. Holders of current permanent or temporary vendor permits, maintaining an on-going business concern within the corporate limits of the city, that are active as of the date of adoption of this Ordinance shall be exempt from this Ordinance until such time as the business does cease operations for a period of thirty (30) days, provided that the business remains in compliance with this Ordinance. Upon

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expiration of an existing permanent or temporary vendor permit, the regulations of this Ordinance shall prevail, and a Letter of Location Compliance shall be required. (See Subsection J (1).)

4. Fully self-contained ice cream and/or food trucks that meet all locational and operational requirements of this Ordinance, which remain stationary for no longer than a two (2)-hour period, (i.e. providing lunch at an employment center) shall be exempt from the requirements of this Ordinance.
5. Temporary commercial kitchens that operate on the same property as the principal business are subject to the requirements within FS 509.102.

G. Appeals.

1. The City of Leesburg Planning Commission will serve as the board of appeals of city staff decision regarding the issuance of a Letter of Location Compliance to a mobile food vendor.

H. Operational Requirements.

1. All Mobile Food Dispensing Vehicles (including Hot Dog Carts) shall comply with the Florida Department of Business and Professional Regulation, Hotels and Restaurants Division, and F.S. 509.102, as amended.
2. **Mobile Food Dispensing Vehicle.** Mobile Food Dispensing Vehicles shall:
 - a. Be a vehicle with a vehicle identification number (VIN)
 - b. Be mobile
 - c. Have protection from the elements and vermin, including walls, ceiling, floor
 - d. Have a solid (e.g. glass, plexiglass, etc.) sliding service window
 - e. Have dishwashing capacity in a 3-compartment sink
 - a. Have a separate hand sink with a water supply that allows for hand washing while operating
 - f. Have equipment to keep food at safe temperatures (e.g. refrigeration/steam tables)
 - g. Have power to keep the equipment running, such as a generator or temporary connection to electricity
 - h. Have a plumbing system that allows for washing dishes and hands while operating
 - i. Have either a commercial water/sewer location or a commissary permit (A Florida Department of Agriculture and Consumer Services (FDACS) or H&R-licensed fixed food service establishment)
 - j. Not operate in or from a private residence.
3. **Hot Dog Carts.** Hot Dog Carts shall comply with the following requirements in lieu of the full operational standards for mobile food dispensing vehicles, unless otherwise stated, and shall:
 - a. Be a vehicle with a vehicle identification number (VIN) or state registration
 - b. Be mobile and easily moveable (e.g. towed or pushed)
 - c. Have some type of overhead protection (e.g., umbrella, tent)

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- d. Have a hand washing sink with a water supply that allows for hand washing while operating
- e. Have equipment to maintain food at proper temperatures
- f. Be powered via a portable fuel source (e.g. LP-gas)
- g. Limit food preparation to frankfurters (hot dogs and precooked sausages)
- h. Not operate in or from a private residence.

I. Location requirements.

- 1. Properties eligible for mobile food trucks shall be privately-owned and have an existing, active principal business operating in compliance with all applicable provisions of this Ordinance.
- 2. The property shall have a zoning district of commercial, industrial, or a planned zoning district.
- 3. The property shall be located outside of both the CBD (Central Business District) and the Historic Preservation District of the City of Leesburg.
- 4. Mobile food trucks shall not be permitted on undeveloped, abandoned, and/or vacant property.
- 5. No more than one (1) mobile food truck per property shall be permitted, except as permitted by a special event permit or temporary use permit.

~~Permit and permit fees:~~

~~Mobile food vending permit fee—Fifty dollars (\$50.00) (as amended):~~

~~Requirements for permitting: Applications for mobile food vendor permits shall be made at City of Leesburg offices on a form furnished by the city. No person shall engage in the sale of food as a mobile food vendor without first completing an application and have said application approved by the City of Leesburg. Such information shall include:~~

~~Name, address and contact information of the vending operator. Name, address and contact information of the property owner. Name, address and contact information of the business owner/manager on duty. A site plan shall be required, providing the following information: Property lines and all existing structures. Adjoining streets. Vendor location and parking area. Setbacks: all mobile food vendor vehicles must be set back at least thirty (30) feet from the right of way of all street side property lines and at least ten (10) feet from side and rear property lines. License as a mobile food vendor from the state of Florida, Division of Restaurants and Hotels. Proof of license, registration and insurance of the mobile food vending vehicle.~~

~~A signed, notarized affidavit form, as provided by the City of Leesburg application, indicating: Permission of the property owner to use the property for mobile food vending, Permission from the existing business that all employees and customers of the vending operation shall have access to restroom and parking facilities, whereby the mobile food vendor shall operate without interference to pedestrian or vehicular travel or traffic flow to or from the principal business.~~

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~~Copy of permit from Lake County Health Department showing location/contract for disposal of wastewater and grease products per section 22-120 of the City of Leesburg's Code of Ordinances. The applicant for a mobile food vendor's permit shall provide to the City of Leesburg's Planning and Zoning Manager and the City of Leesburg's Public Works Director, compliant waste disposal facilities and best management practices documentation including a site plan. Such site plan shall indicate the address of the waste disposal facility and contractual responsibilities and obligations of the mobile food vendor permittee regarding disposal. Fire inspection approval and fire inspection report.~~

~~Indemnification of City of Leesburg; insurance.~~

~~Prior to the issuance of a permit for mobile food vending, the applicant shall sign the application, which shall include a statement that the permittee shall hold harmless the City of Leesburg, its officers and employees and shall indemnify the City of Leesburg, its officers and employees for any claims for damages to property or injury to persons which may be occasioned by any activity carried on under the terms of the permit. The permittee shall furnish and maintain such public liability, food products liability, and property damage liability from all claims and damage to property or bodily injury, including death, which may arise from operations under the permit or in connection therewith. Such insurance shall provide coverage of not less than one million dollars (\$1,000,000.00) for bodily injury, property damage, or any claims or injuries respectively per occurrence. Such insurance shall be without prejudice to coverage otherwise existing therein and shall name as additional insured the City of Leesburg, its officers and employees, and shall further provide that the policy shall not terminate or be cancelled prior to the completion of the permit period without forty-five (45) days' written notice to the director of community development and planning and zoning manager at the address shown in the permit.~~

J. Requirements for Mobile Food Vendors

1. Letter of Location Compliance

- a. A Letter of Location Compliance shall be obtained from the Planning & Zoning Department prior to vending at a location. Per F.S. 509.102, there is no fee for a courtesy Letter of Location Compliance.
- b. Prior to receiving such a letter from staff, the prospective mobile food vendor shall provide the following information to the Planning & Zoning Department:
 1. Contact information sheet, providing the mobile food vendor's contact information, address, the proposed vending property address, the vehicle identification number (VIN) of the mobile food truck, and the property owner's contact information. This information shall be used to generate a Letter of Location Compliance.
 2. A signed, notarized copy of a Property Owner-Agent Affidavit, filled out by the property owner and the prospective mobile food vendor (Agent), certifying the mobile food vendor has permission to conduct business at the proposed address from the property owner.
 3. A copy of all State-mandated license(s), insurance, and registration(s), per the Florida Department of Business and Professional Regulation,

Hotels and Restaurants Division, as amended.

- c. Upon receiving a sufficient and complete copy of the above-required information from the prospective mobile food vendor, the Planning & Zoning Department shall release a Letter of Location Compliance to the proposed MFV certifying whether the proposed address meets the requirements of subsection I. Location Requirements, as defined above.
- d. Once the Letter of Location Compliance is released, the proposed mobile food vendor shall schedule a fire inspection with the Leesburg Fire Department.
- e. Upon receiving notice of a sufficient fire inspection conducted by the Leesburg Fire Department, the Planning & Zoning Department shall notify the mobile food vendor that they have permission to begin vending at the proposed address, at the property owner's discretion.
- f. Hot dog carts shall be subject to the same Location Compliance requirements above as self-sufficient mobile food trucks.

2. Renewal of Location Compliance and Withdrawal of Vending Permission

- a. Renewal of Location Compliance shall be conducted annually, due one (1) year from the date listed on the original Letter of Location Compliance.
 - 1. The mobile food vendor shall supply up-to-date contact information, license(s), registration(s), and insurance annually to the Planning & Zoning Department.
 - 2. If all provided information is sufficient and up-to-date, an updated Letter of Location Compliance shall be released to the mobile food vendor with a new date certifying the location for the next calendar year.
- b. Withdrawal of Vending Permission shall be in the form of a written statement, including the name of the mobile food vending business, physical address, and statement that the mobile food vendor business is no longer permitted to vend at the location. Withdrawal of Location Compliance may be filed either by the mobile food vendor, property owner, or certified agent of either party, if proof of agent certification is provided with the statement.
 - 1. Withdrawal of Vending Permission is required prior to submitting information for a new mobile food vendor Letter of Location Compliance at an address that already has a mobile food vendor Letter of Location Compliance on file, pursuant to section I. Location Requirements.

K. Operational standards.

- 1. Mobile food trucks shall limit their operation to the business hours of the principal business located on the property. They must vacate the premises at the end of each day and are not permitted to remain overnight. Hot dog carts must vacate the premises daily and may not remain overnight, unless approved under a Special Event Permit.
- 2. Compliance with wastewater, grease, food products, by-products or waste, which must be disposed of as required by the City of Leesburg's Oil and Grease Management

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Program (refer to section 22-120 of the City of Leesburg's Code of Ordinances), City of Leesburg Solid Waste disposal requirements, and other City of Leesburg waste disposal requirements is required.

3. Mobile food trucks shall be equipped with a suitable trash container readily accessible to the public, in which the mobile food vendor's customers may deposit any litter, trash or waste related to the mobile food vendor's business including, but not limited to, sales, preparation, and consumption. Prior to moving a mobile food truck from a sales location, a mobile food vendor shall pick up and remove all litter, trash and waste related to the MFV's sales within a one-hundred-foot radius.

4. Mobile food vendors shall, at all times, maintain required fire suppression equipment on the mobile food truck in operational condition.

5. The temporary storage of mobile food trucks, equipment and appurtenances must be in accordance with this Ordinance and the City of Leesburg's land development regulations.

6. Mobile food trucks shall be self-contained, and may not be connected to the City of Leesburg's water service, wastewater service, or electrical power.

~~Electrical power supplied to mobile food units and vending equipment may be provided by a portable generator with a maximum noise output rating not to exceed seventy (70) decibels as confirmed by the manufacturer's specifications for that model of generator.~~

7. Electrical power supplied to mobile food trucks and equipment may be provided by a portable generator with a maximum noise output rating not to exceed seventy (70) decibels as confirmed by the manufacturer's specifications for that model of generator. Idling of a mobile food truck is prohibited while preparing or serving food. Exhaust from a generator and all mobile food trucks, including exhaust from food preparation, must be directed away from the service window.

~~No onsite parking, patios, tables, chairs, or other such improvements shall be made to private property associated with mobile food vending operation.~~

8. No patios, tables, chairs, lighting, ground cover, shade structures, awnings, additional onsite parking, or other such improvements shall be made to private property associated with mobile food vending operation. Any canopies, awnings, or any other attachments must be supported entirely by the mobile food truck, permanently attached, and may not touch the ground.

9. The City of Leesburg may restrict or prohibit mobile food vending from any specific location on any street or sidewalk at any time the public health, safety or welfare is determined, by the City of Leesburg, to be adversely impacted.

10. Amplified music or other sounds from any mobile food truck or from audio equipment installed on the developed site by the property owner or person in charge of

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the mobile food truck for purposes of vending, attracting, or encouraging the congregation of customers shall be prohibited.

11. Mobile food vendors may not use any flashing, blinking lights, neon, or strobe lights. The mobile food vendor may provide localized lighting on or in the mobile food truck for the purpose of illuminating the customer ordering area, to ensure customer safety, for the purpose of food preparation, and for the purpose of menu illumination only.

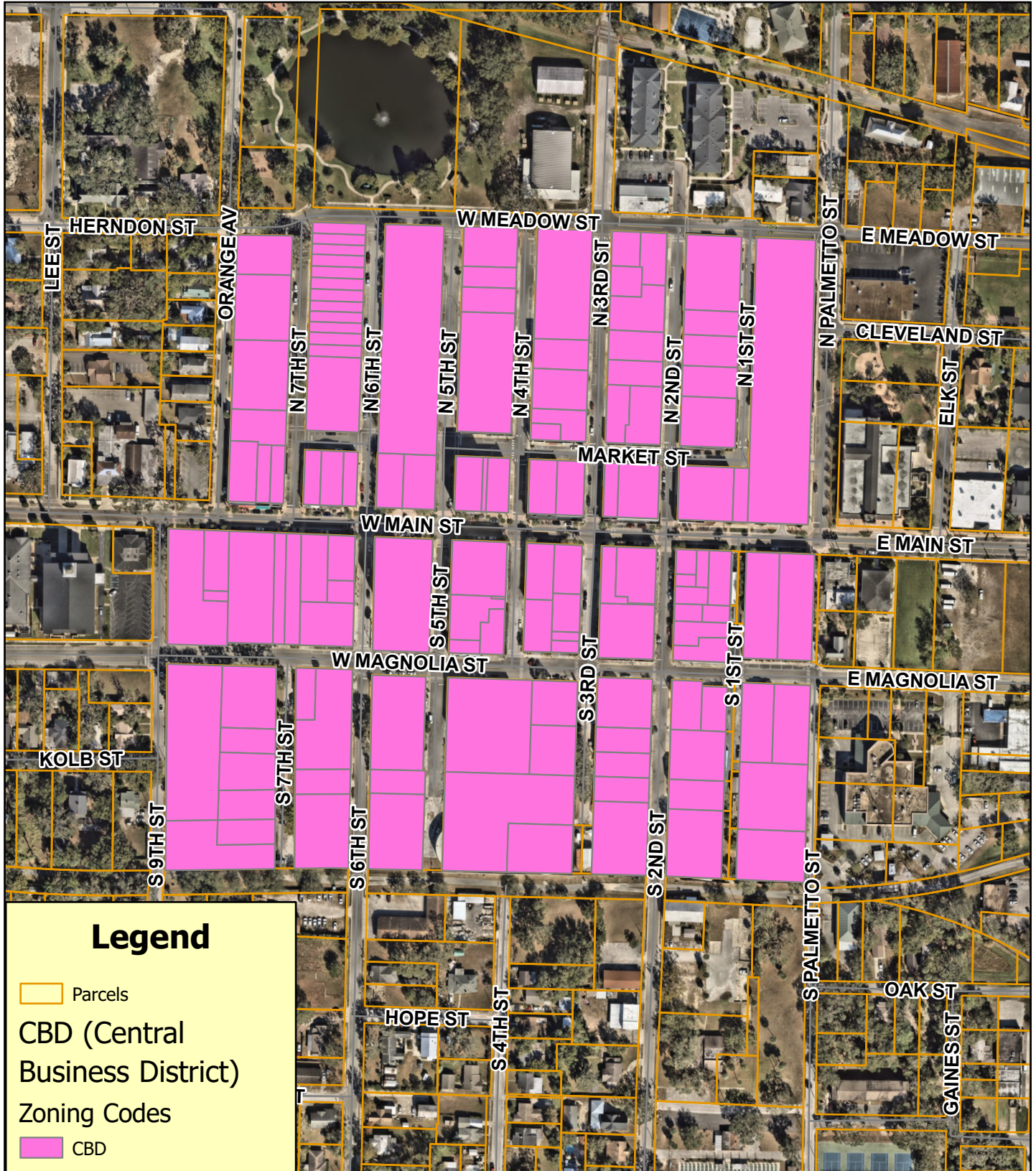
~~Non-compliance. Non-compliance with the terms codified herein may result in enforcement action including but not limited to fines and referral to the city code enforcement magistrate for adjudication.~~

L. Grounds for Revocation of Letter of Location Compliance

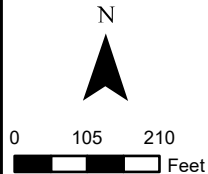
The City of Leesburg may revoke a mobile food vendor's Letter of Location Compliance for any of the following reasons:

- a. The vendor or any of the vendor's agents or employees engages in any fraudulent, deceptive or unlawful business practice in connection with the mobile food vendor's business.
- b. Violation of the City of Leesburg's Oil & Grease Management Program, solid waste agreements, water and wastewater, and misuse of stormwater systems, including, but not limited to, unlawful dumping of oil, grease, or other waste products into City municipal systems.
- c. False statements on the Letter of Location Compliance application packet.
- d. Failure to comply with any state health or food preparation and/or vending regulations.
- e. The vendor or any of the vendor's agents or employees violates any provision of this Ordinance.
- f. The vendor operates the mobile food unit in a manner that violates state and City of Leesburg traffic, parking, stopping and standing laws and ordinances or otherwise creates or contributes to a potential safety or hazardous situation or condition on public or private property.
- g. Revocation of any Department of Business and Professional Regulation, Hotels and Restaurants Division, Lake County Health Department, State-required insurance, license(s), and registration(s), that relate to operation, food preparation, or other business management activities that are required by other jurisdictional entities to conduct a mobile food vending business.
- h. In addition to the penalties authorized above, the City Manager, or designee, may also suspend or revoke the property owner's Letter of Location Compliance for accessory mobile vending use and/or temporary use permit or special event permit, as may be applicable, upon a finding that a mobile food truck was operating on the subject property in violation of this section. If revoked, the property owner shall be prohibited from seeking subsequent Letter of Location Compliance for accessory outdoor sales or a special event permit for the subject property for a period of one (1) year from the date of the revocation.

Central Business District Locator

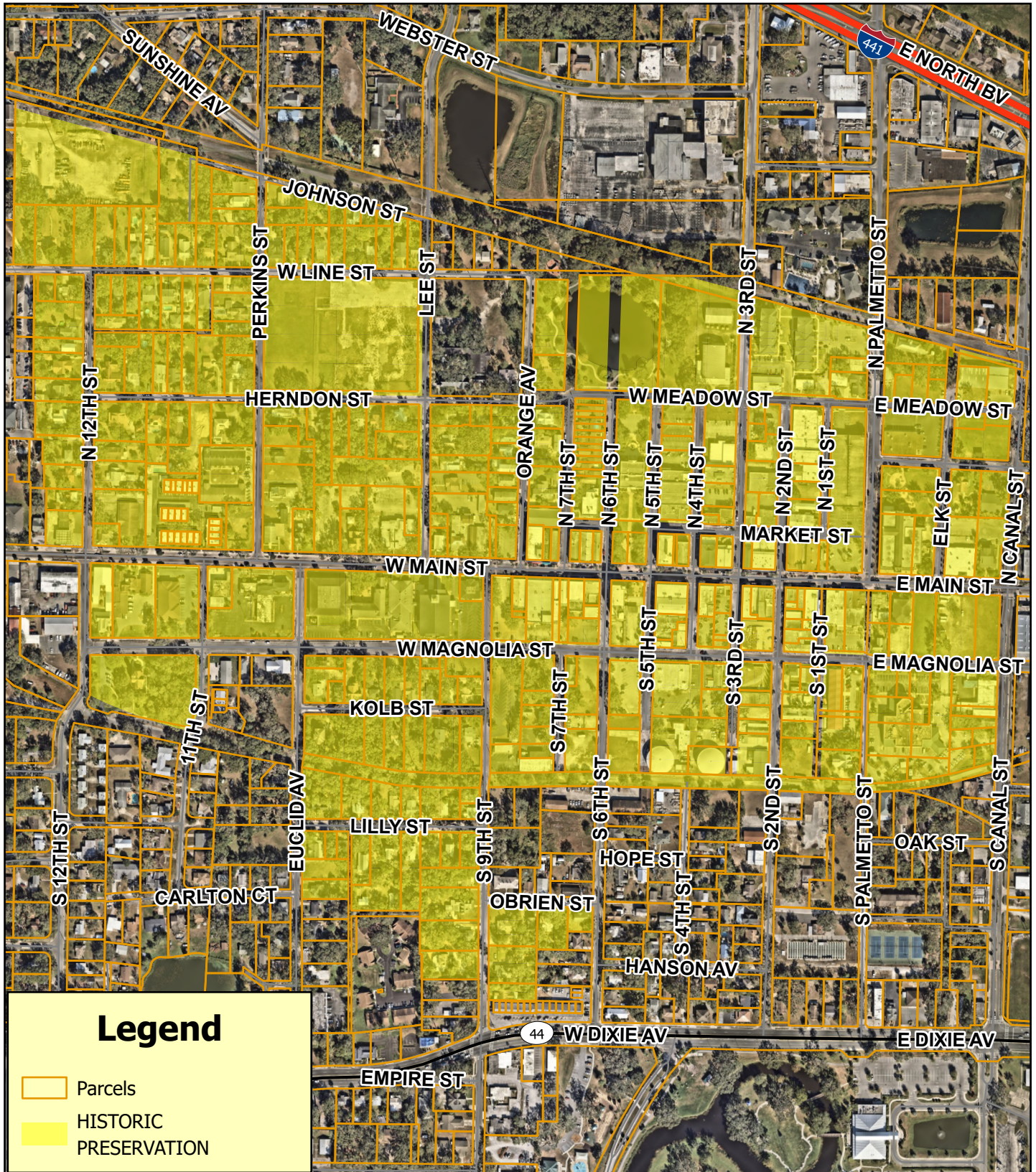


**Planning
& Zoning
Division**

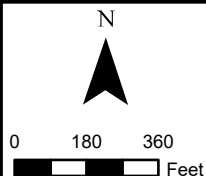


Mobile Food Vendor Ordinance Revision
CBD (Central Business District)
Numerous AK #s
May 12, 2025

Historic Preservation District Locator



**Planning
& Zoning
Division**



Mobile Food Vendor Ordinance Revision
CBD (Central Business District)
Numerous AK #s
May 12, 2025

Proposed Revisions Mobile Food Vendor Ordinance

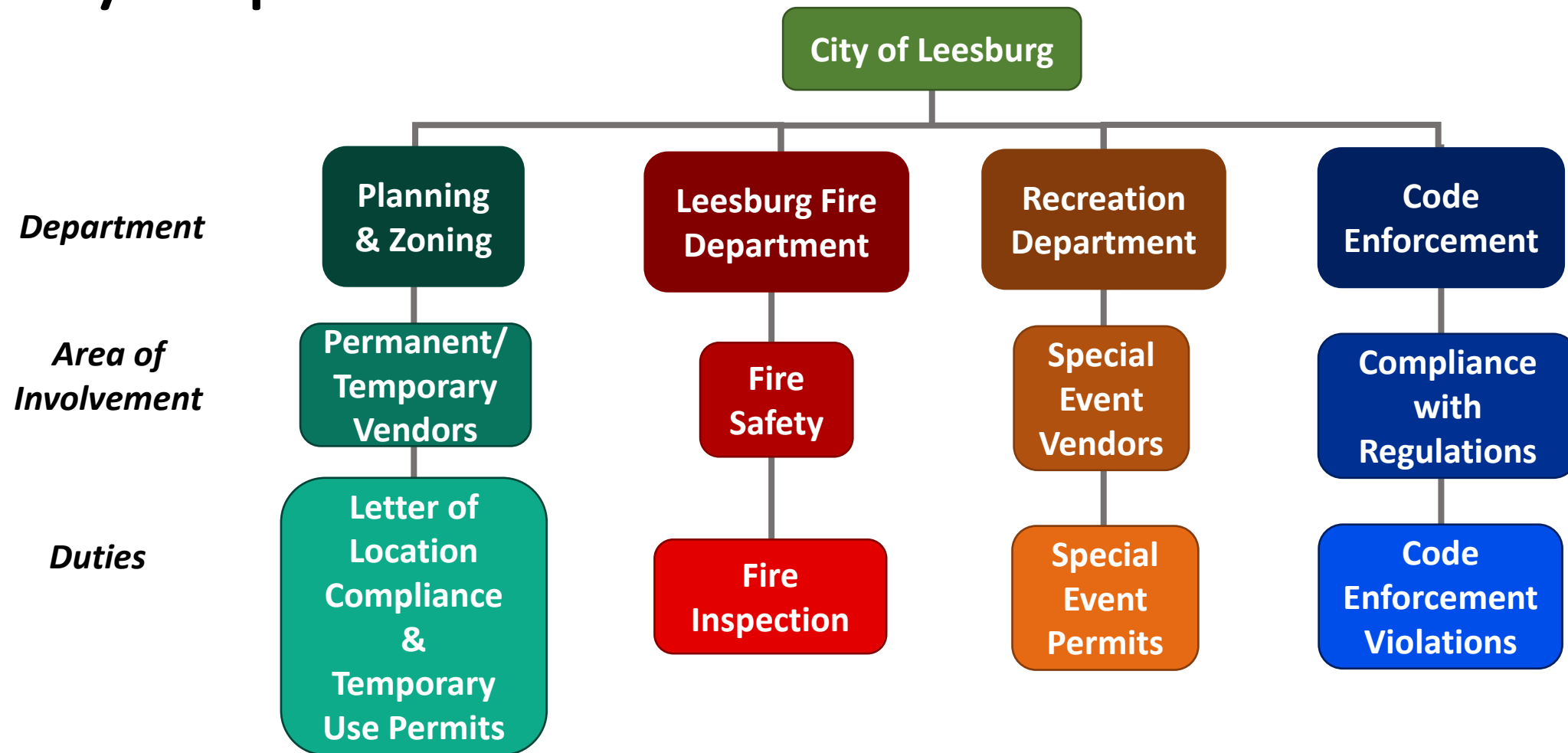
Chapter 25, Section 25-292 (18) - Mobile Food Vending

Per F.S. 509.102 (2023, including Special Session C)



Planning & Zoning Department

City Departments



Summary of F.S. Changes

Per F.S. 509.102 (2023, including Special Session C)...

- Regulation of license, registration, permits, and fees has been preempted to the State
- Local government may not require additional:
 - *License*
 - *Registration*
 - *Permit, or*
 - *Fee*



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Takeaways from F.S. Changes

- **Local government may regulate:** *(F.S. 509.102 (4))*
 - **Location** - *By Zoning District, provided MFV are allowed somewhere within municipal limits*
 - **Time** - *Keep business hours to principal business hours, per F.S. 509.102*
 - **Manner** – *Operating business on-site*
 - **Proof of State-mandated licenses, registrations, permits, insurance** – *Not requiring additional license, registration, permit, or fee*

Proposed City Code Changes



Code Update Goals

1

Comply with F.S. 509.102 requirements & Adopt DBPR / F.S. Definitions

2

Clarify Processes and Requirements

1

Comply with F.S. 509.102 requirements & Adopt DBPR / F.S. Definitions

- **Revise** existing process and Code Section.
 - *Remove previous permit fee.*
- **Adopt** F.S. 509.102 Definition & DBPR definitions for:
 - *Hot Dog Carts*
 - *Mobile Food Dispensing Vehicles*
- **Add** DBPR licensing requirements to City Code for:
 - *Hot Dog Carts*
 - *Mobile Food Dispensing Vehicle*

2 Clarify Processes and Requirements

- **Outline** Processes in City Code, for:
 - *Staff clarity*
 - *Vendor clarity*
- **Require** a copy of State-mandated:
 - *Licenses*
 - *Registrations*
 - *Insurance*

Mobile Food Vendor Pathways

1

**Location
Compliance
(from the P&Z
Dept.)**

- **1 MFV per property**
- **May Vend year round at 1 location**

2

**Temporary Use
(from the P&Z
Dept.)**

- **Up to 3 MFV per property**
- **May only vend up to 2 consecutive days, 1x per year**

3

**Special Events
(from the
Recreation
Dept.)**

- **Pursuant to Recreation Department Requirements and associated event length**

If Adopted as proposed, Code Update shall...

1 *Comply with F.S. 509.102 requirements & Adopt DBPR / F.S. Definitions by...*

- a. Updating non-compliant Code sections.
- b. No longer requiring permitting/registration fees.
- c. Adopting State and DBPR definitions in Code

2 *Clarify Processes and Requirements by...*

- a. Outlining processes in Code for clear expectations.
- b. Requiring copies of State-mandated licenses, registrations, and insurance, for efficiency and public safety.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.C.1.

Meeting Date: June 9, 2025

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, relating to the provision of Fire Protection Services, Facilities and Programs in the City of Leesburg, Florida; Imposing Fire Protection Assessments against assessed property located within the City for the Fiscal Year beginning October 1, 2025; Approving the Rate of Assessment; Approving the Assessment Roll; and providing for an effective date.

Staff Recommendation:

Approve the resolution relating to the provision of Fire Protection Services for the Fiscal Year beginning October 1, 2025; and providing an effective date.

Analysis:

In 2015, the City Commission established a Fire Protection Assessment for fire protection services, facilities, and programs against Assessed Property located within the City. In 2020, the City updated the fire assessment program. The attached resolution implements the rates for the Fiscal Year beginning October 1, 2025. The estimated amount to be collected in Fiscal Year 2025-26 is approximately \$4,000,000 before any buy-downs (i.e. Church properties). Below is the Fire Protection Rate Schedule:

Residential Property Use	
<u>Categories</u>	<u>Rate Per Dwelling Unit</u>
Residential	\$170.00
Non-Residential Property Use	
<u>Categories</u>	<u>Rate Per Square Foot</u>
Commercial	\$0.09
Industrial/Warehouse	\$0.04
Institutional	\$0.29
Church	\$0.06

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

1. Homesteaded, owner-occupied residential parcels owned by Low Income Persons as defined in

- the Ordinance;
2. Mobile Home Park and Recreational Vehicle Park properties, in accordance with an occupancy formula specified in the Ordinance; and
 3. Wholly tax-exempt Church property used primarily for religious purposes.

Those seeking an exemption under categories (a) and (b) above must file an annual written application on the form provided by the City, with such information as is required by the Ordinance, no later than May 1 of each year. Failure to file an application by the deadline shall be a complete waiver of the exemption for that Fiscal Year. Any new churches seeking an exemption under category (c) above must file a written application the first year the exemption is sought, after which the exemption will continue unless there is a change in the use of the property. City administrators shall apply eligibility for an exemption based on the information provided by the applicant.

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

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

This resolution will generate up to approximately \$4,000,000.

Account No. 001-0000-325-2xxx

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA, RELATING TO THE PROVISION OF
FIRE PROTECTION SERVICES, FACILITIES AND PROGRAMS
IN THE CITY OF LEESBURG, FLORIDA; IMPOSING FIRE
PROTECTION ASSESSMENTS AGAINST ASSESSED PROPERTY
LOCATED WITHIN THE CITY FOR THE FISCAL YEAR
BEGINNING OCTOBER 1, 2025; APPROVING THE RATE OF
ASSESSMENT; APPROVING THE ASSESSMENT ROLL; AND
PROVIDING FOR AN EFFECTIVE DATE.**

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

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

WHEREAS, the City Commission desires to implement a fire protection assessment program in the City using the procedures provided by the Ordinance, including the tax bill collection method for the Fiscal Year beginning on October 1, 2025;

WHEREAS, the City Commission, on June 8, 2020, adopted an Amended and Restated Initial Resolution No. 10,660, (the “Initial Assessment Resolution”);

WHEREAS, the City Commission on September 14, 2020, adopted an Amended and Restated Final Assessment Resolution, Resolution No. 10,714, (the “Final Assessment Resolution”);

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

WHEREAS, in order to impose Fire Protection Assessments for the Fiscal Year beginning October 1, 2025, the Ordinance requires the City Commission to adopt a Preliminary Assessment Resolution, commencing the process of updating the assessment roll, and re-imposing Fire Protection Assessments for the Fiscal Year beginning October 1, 2025.

WHEREAS, notice of a public hearing has been given as required by Florida law and the terms of the Ordinance, which provides notice to all interested persons of an opportunity to be heard; and

WHEREAS, a public hearing was scheduled for, and held on, June 9, 2025, and comments and objections of all interested persons have been heard and considered as required by law and the terms of the Ordinance.

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

SECTION 1. **AUTHORITY.** This resolution is adopted pursuant to Ordinance No. 2015-10; Resolution Nos. 10,660 and 10714; Article VIII, Section 2, Florida Constitution; Sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law.

SECTION 2. **DEFINITIONS AND INTERPRETATION.** This Resolution constitutes the Preliminary Assessment Resolution as defined in the Ordinance. All capitalized terms in this Resolution shall have the meanings defined in the Ordinance and the Initial Assessment Resolution.

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

(A) The parcels of Assessed Property described in the Assessment Roll, which the City Manager is directed to prepare or cause to be prepared for the fiscal year beginning October 1, 2025, are found to be specially benefited by the provision of the fire protection services, facilities, and programs described or referenced in the Initial Assessment Resolution, in the amount of the Fire Protection Assessment to be set forth in the Assessment Roll and approved by subsequent Resolution. It is hereby ascertained, determined and declared that each parcel of Assessed Property within the City will be specially benefited by the City's provision of fire protection services, facilities, and programs in an amount not less than the Fire Protection Assessment for such parcel, computed in the manner set forth in the Initial Assessment Resolution. Adoption of an Annual Assessment Resolution will constitute a legislative determination that all parcels assessed derive a special benefit in a manner consistent with the legislative declarations, determinations and findings as set forth in the Ordinance, the Initial Assessment Resolution, and the Final Assessment Resolution from the fire protection services, facilities, or programs to be provided and a legislative determination that the Fire Protection Assessments are fairly and reasonably apportioned among the properties that receive the special benefit as set forth in this Preliminary Assessment Resolution.

(B) The method for computing Fire Protection Assessments described and referenced in the Initial Assessment Resolution, and the Parcel Apportionment methodology described in Appendix E of the Initial Assessment Resolution and adopted in Section 9 of the Initial Assessment Resolution, are hereby approved for use in the fiscal year beginning October 1, 2025.

(C) For the Fiscal Year beginning October 1, 2025, the estimated Fire Protection Assessed Cost to be assessed is \$4,000,000 The Fire Protection Assessments to be assessed and apportioned among benefited parcels pursuant to the Cost Apportionment and Parcel Apportionment to generate the estimated Fire Protection Assessed Cost for the Fiscal Year commencing October 1, 2025, are hereby established as follows:

Residential Property Use Categories

Rate Per Dwelling Unit

Residential

\$170.00

**Non-Residential Property Use
Categories**

Rate Per Square Foot

Commercial

\$0.09

Industrial/Warehouse

\$0.04

Institutional

\$0.29

Church

\$0.06

(D) The above rates of assessment are hereby approved. Fire Protection Assessments for fire protection services, facilities, and programs in the amounts set forth in the Assessment Roll to be approved by subsequent Resolution, are levied and imposed on all parcels of Assessed Property to be described in such Assessment Roll for the Fiscal Year beginning October 1, 2025.

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

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

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

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

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

SECTION 4. PUBLIC HEARING ON FINAL ASSESSMENT RESOLUTION.
Consistent with this Resolution, the Ordinance, and the Initial Rate Resolution, the City Manager shall schedule a public hearing for consideration of adoption of an Annual Assessment Resolution for the fiscal year beginning October 1, 2025. The City Manager shall cause due notice, and notice to all owners of the Assessed Property, to be given and published as to such public hearing, in the

manner required by Florida law, the Ordinance, and the Initial Rate Resolution. The public hearing is tentatively scheduled for September 11, 2025, at 5:30 p.m., at the Leesburg City Hall, 501 W. Meadow St., Leesburg, Florida 34748. At that time, the City Commission will hear comments from the public and affected property owners, and consider adoption of the Annual Assessment Resolution to re-impose Fire Protection Assessments on all non-exempt Assessed Property, to be collected on the same tax bill as ad valorem taxes.

SECTION 5. **NOTICE BY PUBLICATION.** The City Manager shall publish a notice of public hearing authorized by Section 4 hereof in the manner and time provided in the Ordinance. The notice shall be published no later than August 21, 2025, in substantially the form attached hereto as Appendix A.

SECTION 6. **NOTICE BY MAIL.** The City Manager shall also provide notice by first class mail to the owner of each parcel of assessed property in the event circumstances described in the Ordinance so require. Such notices shall be mailed no later than August 21, 2025. If the City determines that the truth-in-millage ("TRIM") notice that is mailed by the Property Appraiser under Section 200.069, Florida Statutes, also fulfills the requirements of this section, then the separate mailing requirement will be deemed to be fulfilled by the TRIM notice.

SECTION 7. **EFFECT OF ADOPTION OF RESOLUTION.** The adoption of an Annual Assessment Resolution shall constitute final adjudication of the issues presented (including, but not limited to, the determination of special benefit and fair apportionment to the Assessed Property, the method of apportionment and assessment, the rate of assessment, the Assessment Roll and the levy and lien of the Fire Protection Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of the adopted Final Assessment Resolution.

SECTION 8. **SEVERABILITY.** If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way effecting the validity of the other provisions of this Resolution.

SECTION 9. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon its passage and adoption in accordance with law.

PASSED AND ADOPTED at the regular meeting of the Leesburg City Commission held on the 9th day of June 2025.

THE CITY OF LEESBURG, FLORIDA

BY: _____
Alan Reisman, Mayor

Attest: _____
J. Andi Purvis, City Clerk

**NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION
OF FIRE PROTECTION SPECIAL ASSESSMENTS**

Notice is hereby given that the City Commission of the City of Leesburg will conduct a public hearing to consider the imposition of annual fire protection special assessments for the provision of fire protection services within the municipal boundaries of the City of Leesburg.

The hearing will be held at 5:30 p.m. on September 11, 2025 at Leesburg City Hall, 501 W. Meadow St., Leesburg, Florida, 34748 for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the City Commission within 20 days of this notice. If a person decides to appeal any decision made by the City Commission with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact Mrs. J. Andi Purvis, City Clerk, at (352) 728 – 9786, at least seven days prior to the date of the hearing.

The assessment for each parcel of property will be based upon each parcel's classification and the total number of billing units attributed to that parcel. The following table reflects the proposed fire protection assessment rate schedule:

Residential Property Use Categories	Rate per Dwelling Unit
Residential	\$170.00
Non-Residential Property Use Categories	Rate Per Square Foot
Commercial	\$0.09
Industrial/Warehouse	\$0.04
Institutional	\$0.29
Church	\$0.06

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

- a. Homesteaded, owner occupied residential parcels owned by Low Income Persons as defined in the Ordinance;
- b. Mobile Home Park and Recreational Vehicle Park properties, in accordance with an occupancy formula specified in the Ordinance.
- c. Wholly tax-exempt Church property used primarily for religious purposes.
- d. Exemptions are available only to property owners who timely filed a written application for exemption or who are otherwise entitled to an exemption under the Fire Protection Assessment Ordinance. Failure to file an application by the deadline shall be a complete waiver of the exemption for fiscal year 2025 – 2026. Those seeking an exemption under category (c) above must file

the referenced application in the first year the exemption is sought, after which the exemption will continue unless there is a change in the use of the property. The City Administrator determines eligibility for an exemption based on the information provided by the applicant.

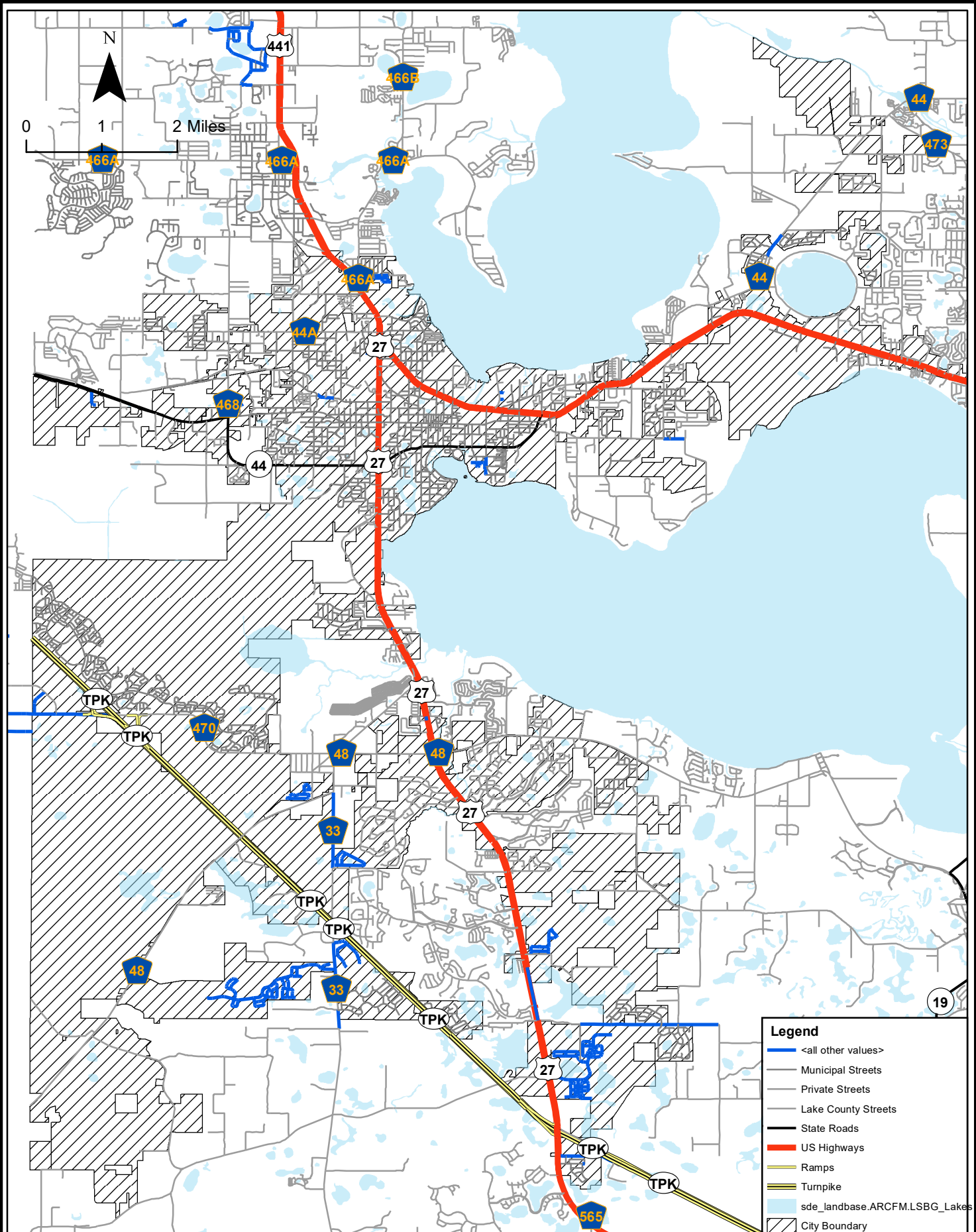
Copies of the Fire Protection Assessment Ordinance, the Initial Assessment Resolution and the preliminary Assessment Roll are available for inspection at the City Clerks Office, City Hall, located at 501 West Meadow Street, Leesburg, Florida 34748.

The fire protection service non-ad valorem assessment will be collected on the ad valorem tax bill to be mailed in November, 2025. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

If you have any questions, please contact the City at (352) 728-9783, Monday through Friday between 9:00 a.m. and 4:30 p.m.

{PLEASE INSERT CITY OF LEESBURG MAP HERE}

CITY COMMISSION
CITY OF LEESBURG, FLORIDA



SHEET
1
OF
1

Date: 5/30/2025
Compiled by: Aidan Holmes
Approved by: Andri Purvis
Scale: Reference Scale: 1:0
File:
K:\GIS\Projects\City_Boundary\Maps\CityBoundary.mxd

DISCLAIMER: The data displayed on this map are from a variety of sources. This map is not a survey and should only be used for planning purposes. The information on this map is provided in an "as is" condition. For further information, contact the City of Leesburg, GIS Division at (352) 728-9786.

City of Leesburg
City Boundary
48.90Sq Miles



Geographical Information Systems
A Division of Information Technology
204 N. 9th Street
Leesburg, FL 34748
Ph. 352.728.9786
Fx. 352.326.6634
www.leesburgflorida.gov

Revisions	
Date	Description