

**AGENDA
CITY COMMISSION MEETING
VENETIAN CENTER, 1 DOZIER COURT
MONDAY, AUGUST 25, 2025 5:30 PM**

1. CALL TO ORDER

INVOCATION

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2. PRESENTATIONS:

A. Marina Renovation Project check presentation by Representative Cobb and Senator Truenow

B. Certificates to Miss Leesburg winners:

**Miss Leesburg - Reese Ponds
Teen Miss - Shaylin Shumate
Junior Miss - Abby Carlton
Little Miss - Sadie Starling
Tiny Miss - Saige Herter**

C. Special Olympics Presentation to the City

3. PROCLAMATIONS:

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!

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 August 11, 2025**

B. PURCHASING ITEMS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to approve the purchase and installation of a new video detection system from Traffic Control Devices, Inc.; 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 with Paqco, Inc. for the resurfacing of various city roads based on condition and usage; 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 a Construction Services Agreement with Underwater Engineering Services, Inc. for the construction of the Venetian Cove Marina Dock Improvement Project; and provide an effective date.**

C. RESOLUTIONS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida authorizing applying for and accepting, if awarded, a grant from the Florida Department of Health for the purchase of two (2) Physio-Control LifePak 35 Cardiac Monitor/Defibrillator; and providing an effective date.**
- 2. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute Amendment 1 to Public Transportation Grant Agreement (PTGA) FM No. 454122-1-94-01, between the City of Leesburg and the State of Florida Department of Transportation, for the purpose of adding construction funds related to the Veterans Road Infrastructure Project, at the Leesburg International Airport; 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 a construction agreement, between the City of Leesburg and Ranger Construction Industries, Inc., for**

construction of the Veterans Road Infrastructure Project, at the Leesburg International Airport; and providing an effective date.

- 4. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Task Order with AVCON, Inc., for construction administrative services for the Construction of Veterans Road Infrastructure Project, at the Leesburg International Airport; and providing an effective date.**
- 5. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Public Transportation Grant Agreement (PTGA) FM No. 457330-1-94-01, between the City of Leesburg and the State of Florida Department of Transportation, for the East Taxilanes Reconstruction Design, at the Leesburg International Airport; and providing an effective date.**
- 6. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Task Order with AVCON, Inc. for East Taxilane Reconstruction Design & Bidding Services, for the Leesburg International Airport; and providing an effective date.**
- 7. Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from Beryl Newton Stokes, III and Karen Kelley Stokes for the purpose of granting the City an Easement over the property described therein; and providing an effective date.**
- 8. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a renewal agreement with Gray Robinson, P.A. for lobbying services; 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 24.43 +/- acres; and being generally located west of U.S. Highway 27 and north of Ronald Reagan Turnpike, lying in Sections 6, 7, and 12, Township 21 South, Range 24 and 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 3; and providing an effective date. (Dilly Lake MF & Gas ANNX)
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 property containing 24.43 +/- acres from Lake County Regional Office to City of Leesburg General Commercial, for a property generally located west of U.S. Highway 27 and north of Ronald Reagan Turnpike, lying in Sections 6, 7, and 12, Township 21 South, Range 24 and 25 East, Lake County, Florida; and providing an effective date. (Dilly Lake MF & Gas SSCP)**
 3. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 24.43 +/- acres from Lake County PUD (Planned Unit Development) and to City of Leesburg PUD (Planned Unit Development) to allow for the development of 300 multi-family dwelling units and convenience store with 16 fueling stations, for a property generally located west of U.S. Highway 27 and north of Ronald Reagan Turnpike, lying in Sections 6, 7, and 12, Township 21 South, Range 24 and 25 East, Lake County, Florida; and providing an effective date. (Dilly Lake MF & Gas PUD)**
 4. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 90.28 +/- acres; and being generally located west of U.S. Highway 27 and south of the Florida Turnpike, lying in Section 12, Township 21 South, Range 14 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date. (Kalos ANNX)**
 5. **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 90.28 +/- acres; and being generally located west of U.S. Highway 27 and south of Florida Turnpike, lying in Section 12, Township 21 South, Range 14 East, Lake County, Florida; and providing an effective date. (Kalos LSCP)**
 6. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 90.28 +/- acres from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) to allow for a mixed-use**

development, for a property generally located west of U.S. Highway 27 and south of Florida Turnpike, lying in Section 12, Township 21 South, Range 14 East, Lake County, Florida; and providing an effective date. (Kalos PUD)

7. **An Ordinance of the City of Leesburg, Florida, adding a PDO (Planned Development Overlay), with a waiver from Section 25-282 (a) (1) PDO five-acre minimum, to the existing C-3 (Highway Commercial) zoning, on approximately 0.48 +/- acres to allow for a duplex use for properties generally located west of Vista Avenue and north of U.S. Highway 441, lying in Section 23, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Vista Avenue PDO)**

B. FIRST READING OF ORDINANCES:

1. **An Ordinance of the City of Leesburg, Florida amending Chapter 17, Pensions and Retirement, Article IV, Police Officers' Retirement Fund, of the Code of Ordinances of the City of Leesburg, by amending Section 6, Benefit Amounts and Eligibility, and Section 28, Deferred Retirement Option Plan; providing for codification; providing for severability of provisions; repealing all Ordinances in conflict herewith and; providing an effective date.**
2. **An ordinance of the City of Leesburg, Florida amending Chapter 17, Pensions and Retirement, Article III, Municipal Firefighters Pension, of the Code of Ordinances of the City of Leesburg, by amending Section 1.1, Definitions; Section 1.3, Participants Contribution Account; Section 2.2, Normal Retirement and Retirement Income; providing for inclusion in the City's Code of Ordinances; providing for severability; repealing all Ordinances in conflict herewith; and providing for an effective date.**
3. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 596.29 +/- acres; and being generally located east of County Road 48 and south of Ronald Reagan Turnpike, lying in Sections 28, 29, and 32, Township 20 South, Range 24 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date. (Oak Ridge ANNX)**
4. **An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 596.29 +/- acres from Lake County Rural to City of Leesburg Estate Residential, for a property**

generally located east of County Road 48 and south of Ronald Reagan Turnpike, lying in Sections 28, 29, and 32, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Oak Ridge LSCP)

5. An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 596.29 +/- acres from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) to allow 910 single-family attached and detached units, for a property generally located east of County Road 48 and south of Ronald Reagan Turnpike, lying in Sections 28, 29, and 32, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Oak Ridge PUD)

C. NON-ROUTINE ITEMS:

1. Resolution of the City Commission of the City of Leesburg, Florida approving the donation of certain real property owned by the City of Leesburg located at 309 S. Palmetto Street, Leesburg, Florida 34748 and identified as Parcel ID number 26-19-24-3300-000-03404, to Forward Paths Foundation, Inc., and authorizing the Mayor and City Clerk to execute a Special Warranty Deed to transfer the property; reserving a Utility Easement, ingress and egress easement, and parking easement; providing for conditions; 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. Financial Reports as of June 2025

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
MONDAY, AUGUST 11, 2025 5:30 PM**

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting on Monday, August 11, 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 Mike Pederson
Mayor Alan Reisman

Commissioner Jay Connell was absent. 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

The invocation and pledge of allegiance were conducted at the utility impact fee workshop held just prior to this meeting.

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2. PROCLAMATIONS:

A. None

3. PRESENTATIONS:

A. Downtown Parking Lot - Presented by Blake Drury

CM Miner said he wanted to introduce Blake Drury of GAI Consultants, who will unveil the initial concept. The presentation will show where we are with the parking lot concept and, based on feedback, if everything looks good, there will be a couple of things to square up. Once we finish a couple of design parameters, we will send it out for bid.

Blake Drury of GAI Consultants said he had Amy Shields, the civil engineer, there with him. Referring to the slides, he showed the Fifth Street parking lot concept. He pointed to where the Special Events and Arts Center building was and the Fifth Street right of way. There have been discussions with LifeStream

because they own a parcel at the northwest corner of this site. There have been discussions about incorporating that into the parking lot. At this point, they still have details to work out with them on the arrangements for parking, but they have been pretty amenable. Right now, their parking is pretty inefficient with angled parking. They currently have thirty-six parking spots in their lot. Tonight, they will talk about how many parking spots they can get by continuing down between Fifth and Sixth Streets in the area by the water plant and going all the way to the trail. He stated it was the area outlined in the red box. However, there are a couple of notable things. One is that there are semi-trucks that serve the water plant with materials, so they need to be able to get in and out of this parking lot. They worked with the folks at the plant to try to figure out how that would work. In the conceptual plan they are showing that it will be allowable. On the Chicago Fire Pizza corner at the top right, that will not be included because they need access from the lot into their parking lot. They had to take that into consideration as they worked through this. Then, referring to the blue dashes on the slide, he said that was one thing that slowed them down a little bit, because that is where the water main comes out from the water plant, and they had to have surveys done. There is a lot of institutional knowledge about the water mains being there, and that they are not that deep. The site runs up where an old building used to be, so they had to have some subsurface investigation done to figure out exactly how deep that pipe was, and they found that it was only a couple of feet down. They then had to figure out how to work through that area without disturbing it at all. That is the setting that we have been working with. The idea for this is to get as many parking spaces as we can in the most efficient layout to serve the deficit.

About a year or so ago, they came in and talked about the parking study and the layout of the plan, which is fairly straightforward. With this configuration, they can get about two hundred and one parking spaces. In the previous configuration they showed one hundred and eight parking spaces. What he found interesting is that on the LifeStream site itself it becomes more efficient because they can go from thirty-six parking spaces to forty-seven parking spaces. Then, on the city parking lot side, they will incorporate the right of way of Fifth Street, so they can go from seventy-two parking spaces to one hundred and thirteen. By incorporating the grass lot between Sixth Street and the water plant, they can get another forty-one parking spaces, which is a pretty significant number of spaces downtown, and they can be used daily and for all sorts of events. He showed the access where the eighteen-wheelers would pull in and come through to get to the water plant. It was actually the same movement that they do today, so they were able to accommodate that. They also shifted access from Fifth Street a little to the east to better align the movement. In doing so, they were able to get a full couple of trays of parking there. They left as much as they could in place to minimize construction costs as much as possible. When they did this, they had to account for handicap parking spaces, and they showed those to be along Magnolia. They left the driving aisle to serve the lot together and to leave the Chicago Fire space in their area so they would have access to loading and unloading. They would bring the parking lot up to code with landscaping and have trees in the islands. They also had to work around the tree on Sixth Street.

There are a couple of things to note. When they talked about the water main, they said there would be no parking over the top of it for safety reasons, because if something happened to that water main, that would be a big deal. There will be absolutely no parking over the water main. It will only be a driving aisle. They will need some stormwater retention, so they have exfiltration in two locations. In doing that, that will happen under the parking lot. He showed the comparison between what currently exists and what they are proposing. He asked Amy Shields to review the last slide because she deals with the construction documents and permits.

Amy Shields of GAI Consultants said the timeline outlines the plans and those are pretty well squared away. They are currently working on compiling all the permit documents, which include the application, agreement, and any affidavits. They will be ready within the next week or two. After that, they will start the permitting process, and once they get into that, it will be about a thirty-to-forty-day turnaround time.

Once they receive their first set of comments, and they address those comments, they will be in good shape to do a bid set. Bidding should happen around the October and November timeframe. Once they have the bids going, it will align with permits being issued. They are looking at starting construction in the early part of next year. She asked if there were any questions about the schedule? **Mayor Reisman** wanted to know if this could be done prior to Bikefest, which is the end of April. **Ms. Shields** stated it would be pretty tight for construction. **Commissioner Berry** asked when she anticipated this project being completed? **Ms. Shields** answered if they were able to begin in January, it would definitely be completed by the end of summer. **Mayor Reisman** polled the commission about whether they liked the overall concept. **Commissioner Pederson** said he thought it looked great. He thought they were going to stop at that water main, so he was thrilled to see that they were able to go across that and pick up more parking spaces. He was also glad to hear that LifeStream was working with us. It is a great concept, and he has been pushing for it for about five years. He was very excited to see it come to fruition.

CM Minner said moving forward, obviously Bikefest may or may not be an issue. We will need to take that a little bit by ear as far as scheduling and, depending on where they are with permits. If permits start getting pushed back, and we are unable to get this out for bid, it could interfere with the Bikefest concept. If that happens, we may have to delay the start of construction. We do not want to commit one way or another until we know where we are. Bikefest would be on the bubble, but if we can get a substantial amount completed or a good amount completed where it does not interfere with Bikefest, then we should go ahead and start construction. According to their timeline, that could give a solid ninety days to work on the project. The other concept is that we are still working with LifeStream on an agreement to make these improvements. However, remember a section of the project is the LifeStream property. The concept with LifeStream has been that the city will make improvements to their property if they permit us to use it for special events and stuff like that. That way, we maximize parking. We had some initial concepts and discussions with LifeStream and Mr. Drury has carried that on. We are putting together agreements which still need to be formalized. Another thing with respect to more "potential" parking. That is something we will ease in to, because if we were to start looking at more parking now, that could delay everything. However, the point is that there are additional areas for more "potential" parking. However, that would be something we need to go back to GAI Consultants for once this parking lot is done. There may be some scenarios where we can tie other parcels together to create more parking. However, it does become a little cumbersome because it would consist of private ownership, the city, and LifeStream, but potentially we may want to look at tying the parcels together to provide additional parking. If we tried to do it all at once, we would just slow the progress down. It also depends on how the permitting process goes, because that could potentially affect the start, and we still need to firm up the agreement with LifeStream. Once that is done, we will turn our attention to seeking additional parking. Tonight, they are looking for a recommendation from the commission to see if they like the concept, but they need to understand that there are some things they still need to do. However, we are at a phase where GAI could start moving towards permitting, so we can get this out to bid. As with every project, the construction agreement will come back for approval by the commission. There will also be periodic updates, but if everything moves as planned, the next big step will be to get this out for bid. When ready, a construction agreement will come back before a spade goes into the ground.

Commissioner Pederson remarked that he would not want to slow this project down. We could shuffle things around and find places to put people for Bikefest. It may not be a fair statement, but Bikefest seemed a little smaller last year, and he would hate to see this project slowed down because of Bikefest. **Mayor Reisman** agreed. He likes the concept. Plus, we could investigate putting a mural on the big water tank. However, he was not sure how the commission felt about that. We could have staff investigate that too. He asked if there were any further questions or comments. **Commissioner Pederson** said it was a great site plan.

B. Gas Facility Update

CM Minner said they wanted to have a presentation tonight to review some of the concepts and show some of the ideas that they have to meet the needs of the gas department on Griffin Road. The concept is that we need to relocate the gas division. The concept will show that they have increased the size and footprint of their headquarters, and it will include storage. We have been looking to move the gas department out of the downtown and the city clerk has a need for a better storage facility and that facility has to be air-controlled per state statutory retention policies. The current storage facility is located in the current gas department, and it is inadequate for record storage, but it is not inadequate for equipment storage of the special events division. The special events division will be moving out of the old partnership building, and they will go into the old gas headquarters downtown and the Center for the Arts will move into the Tropic building. The equipment and other stuff that is in the existing partnership building will be moved into the old gas facility when gas has been relocated to the old Knights of Columbus building on Griffin Road. All scenarios are moving along, and they would like to keep everything tied together. If they do it right, they could have the bid for the gas headquarters out with the parking lot bid and those would run simultaneously. With that, the gas director will review the concepts of his needs and how that has translated into the old Knights of Columbus building. He will review how they plan to expand that building to put in the facilities.

Gas Director (GD), Corey Goepfert, said he had a quick overview of the design concept plan for the gas operations as well as the city clerk's storage and a pole barn for electric and gas. Referring to renderings, he showed a picture of 2116 Griffin Road, which is the old Knights of Columbus building. He showed the initial footprint of the building, the parking lot, and some green space. He pointed to an old storage facility that the electric department was currently using for storage of Christmas lights. That would be torn down to construct the city clerk's record storage building and a pole barn.

Referring to the footprint of the initial building, the Knights of Columbus building. He showed the existing restrooms, kitchen, storage and a big open space. He pointed out a classroom/conference room, a couple of small offices and a mechanical room. He then showed the initial concept plan for the building and the footprint. He showed the existing Knights of Columbus building and the additions that they would build to make it feasible for staff and growth in the future.

Moving to another slide, he pointed out the Knights of Columbus building concept and the parking lot. However, parking may change some due to retention. At this time, they do not know how big or little they need for retention, so that may change a little. He showed where the city clerk's storage facility would go, along with the pole barn for the electric department. He pointed out where Griffin Road was along with Tally Road to the west. He provided an overview of the pole barn and city clerk storage. There will be a garage door for entry and exit to the pole barn. It will be approximately one hundred and sixty by sixty. It will be fourteen feet tall so that the line trucks can pull in and out without any issues.

He showed the west side of the building which would be the addition. He pointed out where the shop would be, and that is where they would house the meters, regulators and miscellaneous parts. He showed where the office space would be, which included a part of the initial building. He showed a rendering of the front of the building which includes the existing building and there will be large windows up front. Pointing to the addition, he said it would include a conference room and a break room that would utilize the natural light from the windows. The north side of the building will be the rear of the building. Moving to another rendering, he showed the layout of the city clerk's storage facility, and it would include a small mechanical/IT room. There will be a three-thousand-square-foot storage room and a pole barn. He showed a rendering of the roofline, which showed it to be a two-story building. Upstairs there will be two offices, bathrooms and they are leaving space for future offices. He pointed out where there would be two

offices and a small closet for cleaning supplies. He then showed the area where the shop would be. It would have tall ceilings, and they would utilize that height for storage. There would also be some areas for offices.

Referring to another rendering, he showed the main floor, the entryway and the lobby where the admins would be to catch vendors, the mail, UPS, contractors, or whoever comes in. There will be a conference room with tall windows, and a break room. Coming out of the lobby, there will be four offices for staff. On the southwest corner of the building there will be a mechanical/IT room. He then showed the existing kitchen and bathroom. Obviously, they would remodel and revamp it. Moving north, there will be a big open office which is where all the field guys will be housed. On the west side of the building is where they will have their shop. That is where the big garage door will be, so they can pull trucks in and out to load and unload materials. There is a small welding shop for fabricating regulator stations, meter sets, and a small mechanical room along with an office for the operation supervisors that includes a small bathroom and locker room. He showed the area where the copier and office supplies would go. The last slide showed the overall concept from a bird's-eye view that included the city clerk's storage, the pole barn, parking lot, and the existing building. He asked if there were any questions?

CM Minner said the only thing he would underscore in the presentation was that they put a lot of consideration into the existing facility. They would keep the restroom locations where they are to help minimize construction costs moving forward. They worked around a lot of the existing infrastructure. With the kitchen concept, that was one that was birthed by the electric department because there was a need for kitchen services and a larger congregation area for when we have emergencies. It would be used as an emergency operations center (EOC) for the electric, gas and public works crews when they are out working during emergency response times. It has been in the electric budget for a number of years, but it has been overlooked for a number of reasons. However, they would like to upgrade some of their facilities which are on the same site. The electric department is located on the north side of this site. The building will serve that facility and the concept of having an EOC for the work crews to take breaks and get something to eat during hurricane recovery and this is a reasonable design. He wanted to throw out some numbers, so the commission would not be sticker-shocked, but, unfortunately, this would not be cheap. We had one million dollars in the budget to do this project, and it was included in the FY 25 budget. Of that one million dollars, we spent about \$150,000 on the design, which leaves us with about \$850,000 for construction. However, after design, we believe that a good budget number moving forward will be between \$2 and \$2.25 million to have it constructed, and those funds will be paid for by the gas fund. Most of it would come from their reserve account. If they remember, gas performs extremely well. In 2013, gas had somewhere around \$15 million in their reserve account, and we spent a considerable amount of that on our partnership with The Villages because we had to extend the mains and those types of things in order to serve that growth. Now that growth has necessitated the need for a larger facility, and really, if anyone is wondering why the gas department needs all this, it is because we are taking the two facilities that are currently located on Fifth Street, and combining them into one bigger facility. In the 2013 timeframe, gas had roughly eighteen to twenty employees, and today they have twenty-nine to thirty employees. Plus, that department will continue to grow because of our partnership with The Villages. The gas extensions that we fought to get are growing, so gas is growing on The Villages side at two hundred and fifty customers per month. As long as The Villages continue their rapid expansion in Sumter County, they will all be gas customers and this facility has to serve them. In exchange for what we have seen since The Villages took off, we have spent some capital monies extending those mains and fighting the legal fight, and they are back with a reserve account of about \$10 million. Gas is doing what gas has always done for the city, which is, it has been an excellent enterprise fund for the city. Construction costs for this are sustainable and doable without it being a catastrophic hit, and it is something they need. In 2017/2018, we looked at The Villages and The Villages deal, and we knew it would be a catalyst for the gas department to transfer enterprise funds into a capital improvement

program plan for the city. He would love for that initial concept to be the case. However, now, seven years later he did not know if the state legislature would allow that. Remember the processes that we went through to get our electric rates down, sustained and operating in more of an IOU fashion. We did that by shifting over to gas and that has not ended completely, but he guessed, based on where the state legislature heads, that eventually, those surplus transfers will be more controlled by authorities stronger than us. So, where will we go with the gas surplus, and do not get him wrong, because he was not saying to just spend it, but this is a need. However, the surpluses will ultimately need to be spent on managing the gas fund and that will determine where we go with gas rates. While it has not stopped yet, using some of the surpluses to fund capital improvement project transfers will probably be limited in the future. This is a need and cash is available in the gas fund to do it. At this time, they would like a consensus from the commission. The concept makes sense, and assuming that they finish up with the architects and get the design and the concepts into bid fashion, they hope to have this done about the same timeframe as the downtown parking project. **Mayor Reisman** asked if there were any questions.

Commissioner Berry asked if the trucks would only enter from Griffin Road or would there be a back entrance? **GD Goepfert** answered that they would come in and out of Griffin Road. However, there was talk about possibly utilizing the electric department's entrance, but as of now it will only come in off of Griffin Road. However, they could definitely tweak that. **Commissioner Berry** wanted to know what was adjacent to and behind the facility. Was there a wall at the entrance for the electric? **GD Goepfert** replied that it was a fence. **CM Minner** added that at the north end that is an existing electric property, that is existing city property. When we bought the Knights of Columbus building, it fit nicely into an enclave that was in the city. The fence there will be brought out onto Griffin Road, so everything will be encompassed at the electric compound. It would then become electric, gas, and city clerk storage. **Commissioner Berry** asked if Tally Road would be fenced. **CM Minner** answered that the existing fence on Tally Road would stay there and that is located on the east side of Tally Road. **GD Goepfert** added that the plan was to fence it all the way across, and it would allow for access to all three properties. **CM Minner** said electric can get there from the north side because they have a secret entrance off Tally Road so they can get to it from the north. Gas, public use and service deliveries, will enter off Griffin Road, but they will have both. **Mayor Reisman** wanted to know if everyone was okay with the concept so they could give the city manager approval to move forward. **Commissioner Pederson** said it was a great design. It is smart to move gas out of downtown, and it will all flow beautifully. **Mayor Reisman** agreed.

C. Review Bikefest Financials and Event Management

CM Minner stated that about two years ago, the Partnership approached us because they decided that Bikefest was not profitable for them anymore. At that time, the commission picked up the baton and ran with it because there was pressure from the public about the demand for the Bikefest event. We then took over the Partnership and entered into an asset agreement, and we assumed their assets/equipment. We also received their cash assets, which totaled about \$250,000. Since then, we have endeavored and done Bikefest for two years, and the city was the primary manager/host of Bikefest. At that time, we partnered with the Chamber. We looked to the Chamber for two things. First, the Chamber was brought in to help sell alcohol during the event because the Chamber saw that as a source of revenue, so at that time we stopped the regular city funding of the Chamber because the Chamber was able to help manage this event, and they would receive funding from the event. We also created the special events division.

Bikefest 2024 saw a loss in the neighborhood of \$70,000. In 2024, we felt like the operations were good, and it was the first year. If you remember, we also had rain that year. After that, we decided to make some modifications to the concept. In 2024, we picked up the Tropic building, which was used as an extra facility for the Chamber to sell alcohol, which that showed as a revenue increase. Then, this past

April, we had a great time. The weather was awesome, and the crowds looked to be pretty reminiscent of old times. However, we also saw a loss. The last two years have seen a loss, and that loss is shown to be attributable to where we are spending money and that money is a beneficiary. It has turned into a beneficiary for the community. With the funding of the Chamber, and with the funding of other civic organizations, we have created a platform where we are funding the Chamber and other civic organizations through the partnership of Bikefest. If we continue to use this model, we can anticipate another loss of \$70,000. He reported to the commission during the budget process that we had this issue, and we needed to discuss it in further detail. So, the purpose of this is to give staff recommendations, go over some numbers, and seek direction from the commission on how to move forward.

Recreation Director (RD), Travis Rima, said he was going to provide a financial recap and ask for some future directions about Bikefest. He started by saying they received excellent responses about this year's Bikefest. From all the matrix that we have at our disposal, we saw the numbers steadily increase. There was a regression from the 2019 pre-covid numbers, but from 2023, when the Partnership brought it back to 2025, there has been a good increase. They had a meeting today with Placer.ai, and that showed 156,000 out-of-market visitors to the City of Leesburg over that three-day weekend. That did not count the locals that live in the Leesburg area code who also came out and enjoyed the event. There were 156,000 people who came to Leesburg that weekend for Bikefest. Another number that he wanted to share was that two weeks ago at the last TDC meeting, the Discover Lake Director, Ryan Ritchie, announced that the economic impact on Lake County as a whole was \$43 million. That was his number, so the commission would have to ask him how he got to that, but it was \$43 million to the county as a whole, which has a great economic impact, along with 96% of the hotels being at occupancy. We filled up the hotels in all of Lake County so that was successful. The last one is that we received overwhelmingly positive feedback from the downtown businesses, not every single one of them, but the vast majority that reached out said it was overwhelmingly positive. However, the one matrix that did not trend in the right direction was the financials.

Referring to a slide, he said the commission had already seen it at the budget meetings, so he would not go over all of it again. However, the overall gist of it was that we have alcohol and non-alcohol expenses and revenues, and when we put them together, the city saw a loss of \$69,000. The chamber profited \$50,000 and the other non-profits profited about \$5,400. The key here is the Partnership transfer funds. When the Partnership dissolved, they handed all their equipment and events over to us. They also handed us \$257,000. In 2024, we transferred \$72,000 and this year we will have to transfer \$69,000. At this rate, we only have one more year of Bikefest left, if we continue doing it the way we have been, so we really need to make a change. There were a lot of numbers, but he wanted to point out the profits by organizations. Bikefest has always been a good local event that helps bring money to the city through organizations. The Chamber received \$50,000, but it was important to understand that the Chamber did not get the \$30,000 from other sponsorships and civic funding that they received prior to running the bars for Bikefest. Their amount for Bikefest was \$20,000, and it is important to differentiate that to understand that part of the civic funding and part of the sponsorships for all the events that we sponsor through the Chamber is around \$50,000. Then the other nine organizations receive anywhere between \$2,900 and \$8,800 in tips and efficiency bonuses for working the bars.

The big key here would be sustainability. How do we make this sustainable so we are not losing \$70,000 each year while putting on a good fun and safe event? We came up with three options that we mulled over and talked about at length. Option one is to go the same route with the Chamber next year, but we only have one year left if we do it that way. Option two is to go with an outside vendor and work on the back end to keep the Chamber whole by giving them civic funding or sponsorships. We would have to find a new way of working out a fee and a percentage for the Chamber to still run the bars. In the end, the Chamber would need to walk away with \$50,000 and the city would need to walk away with \$40,000 to

break even, but that is a tough number. Option one is pretty simple. We kick the can until next year while planning to lose between \$60,000 and \$70,000. We would take the last \$60,000 of the \$114,000 left from the Partnership transfer. However, remember we can only do that for one more year. Option two gets deeper into numbers, and we call it the industry standard because many, if not all, large-scale festivals and events are run using this procedure. We would hire an outside vendor to come in and sell the alcohol on behalf of the city. They would pay the taxes and fees, and they would get a cut. They would get \$10,000 right off the top, and a percentage of the rest of it. In 2023, when we found out we were doing Bikefest, we reached out to some people to get proposals for what that would look like. At that time, the percent was a 70/30 split between the city and them after the initial \$10,000 off the top.

Going off those numbers, the concessionary would have had a revenue of \$60,000 plus tips. Their profit is unknown because we would not have their list of expenses. These organizations do this year-round, so their insurance may be cut into twenty different events. They do not have to rent tents or tables, because they already have it all. So, their profit is unknown, but really, for us, their profit does not matter all that much outside of us wanting them to be happy and come back, because that is important and we would have an overall number. Using last year's numbers, we would have had a profit of \$77,000, but the key to this is that we have been having conversations about this over the last couple of weeks and that \$10,000 and 30% are negotiable at every event. We are hearing anywhere from a 70/30 split, a 60/40 split, to a 50/50 split. Everybody we have talked to says we have to negotiate. He showed the numbers from 2023, and a lot has changed since then. We are very comfortable saying that the profit number for the city would be anywhere between \$50,000 and \$100,000. The third way is a new way with the Chamber, and it was set up similar to what the industry standard was. We played around with it. We sliced and diced that fee and percentage a million different ways to try to come up with something that worked for everybody, but in the end, it did not work. We could not get the numbers to work out to where everybody could walk away happy. It also introduced a pretty good risk for the Chamber to take on. So, we do not recommend doing it that way.

At this time, they are looking to the commission for advice on which way to go. It is important that we keep the Chamber whole because they were not part of the civic funding process, so if they do not get \$50,000 from running this event, we need to make them whole. Pre-Bikefest they received \$30,000 as a total package, and we are recommending that we keep them whole at \$50,000. The sources of that revenue would be the Bikefest profits and another thing he should have mentioned was the \$77,000. He would say anywhere between \$50,000 and \$100,000 would be alcohol profit. There are certain things we can and cannot do with profits, but we could put it towards civic funding, so we could give it to non-profit organizations. We could also roll it into the following year's event. However, one number that has not been included in any of this is city staff time and that includes police, fire, and special events staff. That has not been included because the city has always absorbed it into the budget, so we could pay the wages out of this. Those are three ways we could use that funding. In order to fund and keep the Chamber whole, we need to fund them by \$50,000. In the general fund 2026 budget, if we go with the millage rate of 3.4752, there would be some money there to do that. It could come from the solid waste fund. If we go with civic funding, there would be a potential reduction in the civic funding and the funds would come from an outside vendor. The other consideration is that we need to watch the price of alcohol. When we contract with a professional, we need to make sure that we have in the contract the pricing levels that we feel comfortable bringing here. If anyone has been to public festivals or any events, they know the price of a beer is expensive, and we do not want it to get too high, but nor do we want them coming in and undercutting our local bars and businesses either. That is something we need to consider during the RFP process. The staff recommendation is to go with an outside vendor and fund the Chamber at \$50,000.

Mayor Reisman wanted to know if the commission was okay with the staff's recommendation of

procuring an outside vendor and funding the Chamber at \$50,000. **Commissioner Burry** said he would choose option two. **Commissioner Pederson** agreed. We would have to go with option two.

Commissioner Berry wanted to know about the timeframe for securing an outside vendor. **CM Minner** responded that the direction they need from the commission is how to change this scope. If we go with an outside vendor, we need to put together a procurement package to secure an outside vendor. That would need to get out into the marketplace ASAP. The concern is not so much what the vendors' expenses are, because there are some efficiencies that the recreation director alluded to in that these are repetitive things for them. Some of the expenses that increase our costs would probably be a decrease for an outside vendor. However, our number one concern would be accuracy and ensuring that if they sold \$190,000 of booze, that was the actual number. We do not want any hocus-pocus, so we should watch that as much as we can. We do not have any reason to believe that a vendor would report differently because there would be contractual language that says they have to report, so we would take them at their word. If this is a profitable event for them, they will be back, and we will do it again. If it is not a profitable event, they will let us know they do not want to do it again, and at that point, we will have to come back and reevaluate it. **Commissioner Berry** said her concern was the location, so would we have a local vendor, or would they have to travel? **CM Minner** replied at this point we do not know. We would have to send it out, but he did not believe there were any Leesburg businesses that did this type of work. He knows there are vendors because we see them in the bigger communities like Orlando and Mount Dora. Mount Dora and Orlando are the two biggest communities that we talked to who use these types of vendors at major events. That is where the concept came from. **Commissioner Berry** wanted to know if there would be a team from the city that works with that vendor. Maybe one person for every tent to be a confirmation of what they are pouring matches what is being reported. **CM Minner** stated they would leave that to the discussions about where the procurement process goes. Once we have a conversation with vendors, we will get a better feel about that and we will cover some other stuff. The alcohol sales locations will be up to the vendor, but to have a single person be the watch dog, we will play that by ear. **Commissioner Burry** questioned option two. His only reservation was that, two years ago, we gave the Chamber \$30,000 as a contribution and the Chamber was working the Bikefest, but now they will not be working Bikefest, so why would we give \$50,000? That should be talked about. He was not sure if he agreed with that. If they did not work Bikefest anymore, why would we give them the same money? It does not make sense. **CM Minner** said he wanted to pontificate on that because there are a couple of moving wheels. We tried to keep the presentation at a super-high level so it did not get too confusing because we could get down in the weeds and get lost. One of the major concerns that we talked about on a staff level was keeping the Chamber whole. The Chamber obviously relies on the city for funding and pre-Bikefest it was \$30,000 in three increments. There was a check out of civic funding of \$10,000 and then the other various levels of support throughout the year, so they netted \$30,000 from the city, and that is the baseline. Over the last two years, the Chamber was able to net \$50,000, and that is the window. The first thing we need to do is, if we decide to go outside, and do an RFP for an outside vendor. The next thing we will do is sit back down with the Chamber and firm up what we want to do with them, and we need to do that prior to October 1st. We will have the deal with the Chamber before we come back with an agreement on the vending process. This evening we will go that route. We will start the procurement process and sit down with the Chamber. He spoke ad nauseam with Sandy Moore, Executive Director of the Chamber, and her request was for \$50,000. She also needed to talk to the Chamber board about where they wanted to go. That meeting will be tomorrow and their regular board of directors meeting will be on Thursday, so we have a month to wash this out.

Commissioner Berry said some of the expenses were incurred by the Chamber, so how do we know what an outside vendor will offer, and could we negotiate where we have the Chamber working with them? **CM Minner** wanted to verify if she was referring to marrying the Chamber and the outside vendor? **Commissioner Berry** agreed. **CM Minner** said that was something they could talk about. However, that may not happen because the outside vendor will have their own operations, and they will

most likely want to run their show. **Commissioner Berry** clarified that she was not saying to marry them. She stated the Chamber has had their expenses listed for the last two years, so how do we know what the third party will be offering, and maybe we can negotiate more in the contract? **CM**

Minner responded that we will not know that expense. We talked about this on a cursory level, and he would bring it down a little micro. We know that our expense in selling alcohol was about \$93,000, and we generated \$190,000 in alcohol sales revenues. That did not include any tips, and the tips were about \$30,000. The way we operated it is that tips right off the top went to civic funding operations. We did not include tips in the matrix because, through our partnership with the Chamber, tip money went right to funding civic organizations. There were two components. We know tips and sales and those two together were about \$220,000 in revenue, so that would be about what an outside vendor would do. We know on our side of the house that once you take the \$30,000 off, we are dealing with \$190,000 in revenue. Then with that \$190,000 in revenue, we know about \$90,000 of that is expenses. Those expenses are purchasing alcohol, drink mixers, ice, tents, golf carts, and all the other stuff. We also need to pay the helpers to count money and distribute stuff. They could give a detailed breakdown of all those expenses, but he did not think they would be able to drill down into what those expenses are for an outside business and, to an extent, that the private sector will keep those expenses to themselves. However, we can assume that there will be some efficiencies from the outside vendors, because they repeat using tents, golf carts, and personnel. So, where we have an expense for that on an annual basis, they are going to reuse it. That really is the crux of our method versus the Chamber, because our method and the Chamber's method are that we have certain fixed expenses of \$93,000, and we do not have \$40,000 to cut in there. He would not say there is zero waste because waste comes with doing business. However, he does not believe they will find \$40,000 in efficiencies to flip the switch, and that is why we would go to that outside vendor. The biggest concern with an outside vendor is whether they are being honest with the money. If they are making a lot of money, that is when we need to work it out. If they are not making any money, we will know about that too, because they will not come back. We really need to go into this with a one-year contract so we can test the waters and see how it goes. We could even do a short-term contract, one to three years, just to see how that relationship goes. We know the public wants Bikefest because they lined up on multiple occasions saying they wanted Bikefest, and we catered to that, so we know we have to do Bikefest. We know the way we have done Bikefest for the last couple of years has been a loss-leader. So, how do we go from losing \$70,000 to making \$75,000, which is a delta of \$150,000? It is really easy in the numbers to see that. We give away \$50,000 to the Chamber, we give \$50,000 to other civic organizations, so right there is \$100,000. Then there is \$50,000 of miscellaneous stuff. So, in those three components, that is the delta. It is a firm \$50,000 to the Chamber, a firm \$50,000 to other civic organizations. Plus, \$30,000 of that other \$50,000 is insurance that we buy. We know if we flip the switch, we will not have \$150,000, but we will go up to \$75,000. We may have \$75,000 in the black from going with an outside vendor, because they reuse tents and supplies. We could potentially have \$75,000 in the coffers that could be redistributed. Maybe that could become the source of civic funding in the future, or maybe it will come back, because the city has been absorbing the money to pay overtime expenses since the inception of Bikefest. However, we will talk more about that later, but we cannot continue to do it the way we have done it. We know the public wants it, and there will be some trial and error with going to an outside agency. However, the outside sales of alcohol shifts the liability from the city, and it also provides a profit line. The biggest thing we need to be concerned about is making sure we keep the Chamber whole and keep track of the alcohol sales. At events, no one pays less than \$10 for beer. If we are the sponsors of Bikefest and beer prices go from \$6 to \$12, we will be murdered on Facebook as being profiteers, which is not the case because we will see the numbers. However, that is a concern, and we will watch it, because the higher the outside vendor goes, the happier our local merchants will be because they will sell a lot of beer. If the outside vendor is lower, then our local merchants will not be happy because they will not sell as much beer, but we will figure it out, and it will all come together. He knows there are a lot of questions about detailed expenses, but the marketplace will dictate their scale of efficiency because they are beating us by \$100,000, which is why we need to flip the

switch. **Commissioner Berry** said she thought some of the expenses would go away if it was through a third-party vendor. She suggested that they come back before deciding what is to be given or offered. She understands trying to keep the Chamber financially stable. **CM Minner** added that at the end of the day, if we compare our expenses to the outside vendor's expenses, they will be looking at them from a different perspective. They are not going to see a tent or a golf cart as a perpetual expense because they made a one-time capital investment. So, the spreadsheet will not look like their spreadsheet.

Commissioner Pederson said he liked it. The Chamber has been involved in this event for years, and he wondered if there was a role for them to cover the difference between \$30,000 and \$50,000. However, he was not sure if they would be involved or not. Secondly, with the sponsorships, is the county giving us money or the TDC? **RD Rima** said the TDC refunds the city for any marketing that is outside the area and this year that cost was about \$46,000, but it could be closer to \$50,000. **Commissioner Pederson** said he perked up when he started talking about the county being happy with the beds and hotels. **RD Rima** said they would have some discussions with them because, right now, the only way to get money for Bikefest is to advertise outside the county, and they reimburse us directly for that as long as we have a 90% to 96% occupancy in hotels, so we are going to see if there are other options to look at. **Mayor Reisman** asked if there were any further questions? There were none. He polled the commission to see if they were in favor of option two. **Commissioner Pederson** said he was okay with it. **Commissioner Burry** agreed. It would absolutely be option two. **Commissioner Berry** said she was good with option two. **CM Minner** stated that moving forward they would get this out into the marketplace. We will get an RFP out ASAP and go back to the Chamber to try and figure out how to keep them whole. After that they will be back to formalize this for FY 26.

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!

Bill Polk of 600 Cascade Avenue, Leesburg, said he was not there to talk about the shuffleboard courts. However, he asked that they reconsider and not give that property away to anyone. Also, if he was a banker, and the city brought that Bikefest concept to him, they would be looking at coattails going out the door because this is not a plan. He did not understand what they were doing because nothing had been set. They do not know how much money they are going to make, nor do they know how many people are going to come away. That was such indecision. He would like them to consider turning it all over to someone else. Let them run it, and the city could get a percentage off of whatever they do.

Steve Clark of 109 South Lake Drive, Leesburg, said he was a concerned citizen. He values ethical governments and equitable community planning. He supports the need for transitional housing for youths aging out of foster care. However, the current proposal to donate city land that demolishes the shuffleboard courts to the Forward Paths Foundation raises serious concerns. The nonprofit leadership includes the spouse and son of a sitting commissioner, which creates a perceived conflict of interest. While the city attorney claims no legal conflict, he and his attorney think otherwise, because the situation may constitute a disproportionate benefit under Florida Statute 112.313. He has filed a complaint with the Florida Commission on Ethics and Commissioner Burry has been notified of said complaint. Public trust demands impartiality and personal ties risk undermining that trust. Furthermore, the plan

disproportionately affects seniors, who represent 25% of Leesburg's population. The shuffleboard courts have been a fifty-year community asset. They support recreation, social connections, and sports tourism through tournaments. Removing them to house twenty youths or 0.0007% of Leesburg's population is not equitable. That is 0.0007% of the population being benefited. Homelessness requires comprehensive solutions, including housing and support services which could be addressed elsewhere. He also wanted to know why three other alternative properties were declined. Some of them were in historically black neighborhoods, raising concerns about what might be racial motivations in the decision-making process. Pitting seniors against youth is unnecessary. Collaborative solutions can preserve community assets while meeting housing needs. He urged the commission to pause this process and explore alternatives, including submitting a request for proposals from all appropriate Leesburg nonprofits to come up with a solution to the homelessness problem. Doing all of this while upholding transparency and ethical integrity. He then asked the commission. Based on the community support that they have received, they may need a change of venue for the August 25th meeting. If that does happen, how would they be notified about a change of venue if it occurs?

Rick Tallman of 655 Abdella Way, The Villages, said he was there representing the Leesburg Shuffle Club. The reason they were speaking about this is that they had requested to meet with the commission individually at the courts so they could see what they were actually voting for, and they were not getting that. So, they will continue to come back to the public comment portion. By now, the commission should be able to see that the Leesburg Shuffleboard club members are passionate about their sport. We sense that the commission seems to look down on the members who are part of the shuffleboard club that are from The Villages, and that is so wrong. Please remember the fact that they are spending \$10.5 million on the Susan Street Sports Complex to bring in recreational tourism and that is exactly what the villagers who are a part of the Leesburg Shuffleboard Club are. We are recreational tourists coming here. Also, why is the commission being so hard on their members? He wanted to know if the commission has ever asked for a membership list by any other recreational sports facility in the city? Recreational tourism is meant to bring in outsiders to Leesburg and that is what we do on a weekly basis at the Shuffleboard Club. It has been stated that Forward Paths has rejected at least two other vacant properties that were offered by the city. What was the reason for them rejecting that vacant land? Donating the Leesburg Shuffleboard Club property is a lose-lose plan. If that land is donated, then the operating shuffleboard club facility gets demolished. If the city pays for that demolition, it is a total loss of taxpayer dollars that have already built that facility. If Forward Paths paid for the demolition, it would be a total waste of donation dollars because they were already offered vacant land to build on. When it is stated that the city owns the shuffleboard property, remember who the city is because it is the people. He did not know if they had been out talking with the people, but they had been. They have been collecting signatures on a petition to save the Shuffleboard Club. And he wanted to present the city with the fifteen pages that they have at this point. They have received overwhelming support from the people that they have talked to. The city may want to consider having a bigger room for the next meeting. **Someone from the audience** said he should recommend holding on to the petitions until they have the item on the agenda.

Alan Dronsfield of 34309 Nursery Place, The Villages, said he wanted to elaborate on the petitions because they hit the concrete starting at the corner of Canal Street and CR 44. They have been to the real estate office, the Warehouse and the doctor's office across from the Warehouse. They went to Nobles Marine, which he has been doing business with since 2005, so he knows the family very well. They have also been to Skate World. They started at Canal Street and hit both sides of the street all the way to the Irish Pub and no one refused to sign their petition. Everyone that signed their petition was totally in favor of keeping that shuffleboard right where it is. They do not want to see the kids there. They are adamantly against it, and he was sure a lot of them would show up at the August 25th meeting. However, everyone that signed the petitions was totally in favor of keeping the shuffleboard club where it belongs. No one refused to sign their petitions. They were not in favor of Forward Paths. They covered a lot of businesses

that included the sports memorabilia shop, the candy store, places that the children would probably end up going. People signed their petitions because they are adamantly against what the commission is trying to pull off here.

Dina Simpson of Renew Day Spa said she had two of those locations in The Villages. She is a village resident, but she was in the family community. They have been in this community for fifteen years. She wanted to comment on the previous comment about no one denying signing that petition. No one stepped foot in her business, which is located at 214 West Main Street. She did not sign that petition. She wholeheartedly supports Forward Paths. She has been a part of that community for fifteen years and, because she is not a village resident, per se, she is not allowed to compete with a village team, whether it is a Dragonboat team or a swim club. She cannot go to their pool unless she is with her parents, who are village residents. Mind you, she owns two businesses on village property, so there are no special accommodations for a village business owner. Nor are there any special accommodations for a villager who lives in a family community. Therefore, she cannot go on one of their shuffleboard courts. She cannot Dragonboat at Sumter Landing, nor can she Dragonboat at Eastport, which is their new area. She had to find a Dragonboat team by herself that was not affiliated with The Villages. She also has to pay a fee, a yearly fee, so she can compete with that team and, yes, she travels throughout the world. She went to Italy, Germany and Montreal just two or three weeks ago. She has had to go out and seek other areas where she could turn around and use their facilities. She did not feel that it was fair that village residents who had shuffleboard courts provided for them. They could go ahead, and have tournaments, so whatever size they may be, that is on The Villages. If they did not build them big enough, that is not Leesburg's responsibility. She understands that since The Villages have come into the city, they cannot go out and say 25% of retirees, because not every retiree plays shuffleboard. We have to look to the future and the kids. Everybody wants to turn around and complain about the kids on the street and the kids here and the kids there. We need to turn around and show them some empathy. Who are we as people? We need to give back to our future. A lot of villagers do support other communities and other organizations, and she was appreciative of that, and she too does that, but we need to look and see what is important.

Gail Howell of 1313 Morey Court, Leesburg, said she was the president of the Leesburg Shuffleboard Courts Club. She has not been involved these last six weeks because she was up north caring for her daughter who has cancer. She does not have a very good kind of cancer and she is only sixty. Things have been tough at home. She is one of her nine children, and she appreciates every single one of them and the way they act towards her and that is the way their shuffleboard club acts. They are family-oriented, and they welcome young children to their organization. However, she would never have allowed one of her eighteen-year-olds to live in a house by themselves. She does not believe that is the proper thing to do. She has been reading a book called Tuesday with Morrie, and what she learned from that book is the way that you get meaning into your life is to devote yourself to loving others and not scratching at them all the time. You need to devote yourself to the community around you and devote yourself to creating something that gives purpose and meaning. Love is the only rational act and, rather than fighting with people, we need to find ways to help these young men or women, but not on their shuffleboard courts. There are about ninety members, and we have eight meets a year there, and they get up to a hundred competitors. That alone gives money back to the community. They have a real rapport with others and that should continue. It is odd that they have been asking for their courts to be redone for the last year and a half, and they have gotten nowhere with the city. It would cost \$22,000 to redo the courts, and they have maintained them for fifty years by their organization. They have had no problems, and they are one of the best shuffleboard court clubs around. She would hate to lose that.

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 Berry seconded the motion.

The roll call vote was:

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

Four 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 July 28, 2025**

B. PURCHASING ITEMS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute an amendment to the existing contract with SIGN DESIGN OF FLORIDA, INC. d/b/a/ MID-FLORIDA SIGNS & GRAPHICS; and providing an effective date.**

ADOPTED RESOLUTION 12,083

- 2. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute an amendment to the existing contract with BULLDOG SITEWORK, LLC; and providing an effective date.**

ADOPTED RESOLUTION 12,084

C. RESOLUTIONS:

- 1. 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 1H; and providing an effective date.**

ADOPTED RESOLUTION 12,085

2. **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 1J; and providing an effective date.**

ADOPTED RESOLUTION 12,086

3. **Resolution of the City Commission of the City of Leesburg, Florida, approving a Proportionate Share Mitigation Agreement entered into by and between the School Board of Lake County, Florida, City Homes Leesburg, LLC, and the City of Leesburg, Florida to allow for payment of Lake County School Impact Fees; and providing an effective date. (Silver Lake Estates Phase 2)**

ADOPTED RESOLUTION 12,087

4. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Leesburg Fire Department to apply for and accept, and purchase, if awarded, a grant from the Leary Firefighter Foundation for the purchase of four (4) sets of firefighter rescue equipment; and providing an effective date.**

ADOPTED RESOLUTION 12,088

5. **Resolution of the City Commission of the City of Leesburg, Florida, adjusting Customer Rates for Electric, Natural Gas, Water, Irrigation Water, Wastewater, Reuse Water, and Solid Waste Collection for Utility Service obtained from the City, setting forth findings, providing a savings clause; and providing for an effective date of October 1, 2025.**

ADOPTED RESOLUTION 12,089

6. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the City Manager or their designee authority to accept funding from the Florida Department of Transportation (FDOT) through a grant provided to the University of North Florida Institute of Police Technology and Management (IPTM) for high-visibility traffic enforcement details; and providing an effective date.**

ADOPTED RESOLUTION 12,090

7. **Resolution of the City Commission of the City of Leesburg, Florida, Authorizing an Amendment to the 457b Plan Agreement to include a Three Percent (3%) Employer Match to Employee Contributions; and providing an effective date.**

ADOPTED RESOLUTION 12,091

8. **Resolution of the City Commission of the City of Leesburg, Florida authorizing renewal of an agreement with Sun Life Assurance Company of Canada to continue providing Excess Stop Loss Insurance, in addition to Health Navigator, for the City's group health insurance plan; and providing an effective date.**

ADOPTED RESOLUTION 12,092

9. **Resolution of the City Commission of the City of Leesburg, Florida authorizing amendments to Personnel Policies 800 and 805 to reflect updated per diem rates and travel guidelines based on U.S. General Services Administration rates; and providing an effective date.**

ADOPTED RESOLUTION 12,093

10. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from Lyden Properties, LLC for the purpose of granting the City an Easement over the property described therein; and providing an effective date.**

ADOPTED RESOLUTION 12,094

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 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)**

ADOPTED ORDINANCE 25-41

Mayor Reisman asked the city attorney to perform the swearing-in. **CA Watson** asked anyone wishing to speak on item 6A5, Lake Margareta PUD rezoning to stand and raise their right hand. He swore them all in.

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

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

Mayor Reisman requested comments from the Commission and the audience.

PZD Miller said the city currently has a mobile food vendor ordinance. We have had it for several years. Normally in a city, a food vendor is required to get a permit and meet specific standards. However, the Florida legislature has been in preemptive action mode lately. They have taken some preemptive measures regarding the permitting of food trucks under FS 509.102, which include removing a city's ability to require licenses, registration, permits, and fees. At the June 9th and June 23rd meetings, Senior Planner, Max VanAllen presented and proposed some changes to the mobile food vending ordinance, which were designed to meet the statutory requirements. At that time, the city commission asked for some specific changes to the proposed ordinance. So, Ms. VanAllen was there to provide an update based on the feedback provided by the commission at those hearings.

Senior Planner (SP) VanAllen said they were reviewing the mobile food vendor ordinance changes from the June 23rd meeting. She wanted to begin with some follow-up research based on questions the commission had at the last meeting. She would then go into some minor changes that happened between the June 23rd meeting and this meeting. Staff looked into some mobile food vendor statistics per commission request and, between 2023 and 2025, they have nineteen mobile food vendor permits and letters of location compliance on record with their office. Seven of the nineteen have a buffer conflict, which equates to 37%. This would be a restaurant within two hundred feet. Per the property appraiser's land use data, there are ninety-nine restaurants within the Leesburg ISBA and there are seven major grocery stores. She looked into the code issues and the majority of the code issues caused by mobile food vendors have been addressed by code enforcement prior to the issue rising to a full violation. Per code enforcement, they had one official closed case regarding a vendor that did not get a permit through staff and that has been rectified. Regarding food deserts, greater than one mile from fresh food is a standard research-accepted distance to qualify an area.

Referring to a map, she showed the locations of mobile food vendors, and it distinguishes the ones with the two-hundred-foot buffer conflict. These are highlighted in red and there are seven at the north end of the city and one further south. The ones highlighted in yellow would be considered compliant at this point. As for food deserts, they mapped the location of the vendors, the seven major grocery stores and restaurants. They then added a one-mile buffer around each major grocery store as the distance from fresh available food. Based on that research, there are a couple of areas in the northern part of the city across from CR 468 and US Highway 441, and generally between US 27 and the mall could be considered food deserts. She noted that part of this is likely due to the underlying zoning being more residential in these areas, but based on the research, she wanted to bring that to the commission's attention since it was a concern. They are looking into the southern area of Leesburg around CR 470, CR 33 and CR 48 because those could also be food deserts based on the definition. Again, this area is likely due to residential zoning. The findings show that mobile food vendors are following similar patterns to big-box grocers, such as being clustered at major intersections and along thoroughfares. Again, because we are limiting mobile food vendors to commercial, industrial, and planned zonings, they would naturally cluster along these corridors where that zoning is more prevalent. Restaurants are more scattered throughout the city. Staff believe this is a future issue, and they could investigate further, i.e., a designated food truck alley site and perhaps in an area with a PUD specialty zoning.

At this meeting, they are going to bring it back to code adoption if the city commission wishes to adopt the code with the requested changes. In Section F, Exemptions, staff have clarified that a temporary use

may be issued to a mobile food vendor for a maximum of seven consecutive days, twice per year on a property that meets location requirements. Therefore, they are eligible for a maximum of fourteen total days within a calendar year provided that two temporary use applications are provided to staff. In Section I, Location Requirements, staff have amended the language to measure the operational buffer property line to property line and that is the two-hundred-foot buffer. In Section K, mobile food trucks may now remain on site overnight provided the truck is secured, equipment is stored inside, and the truck is not in operation beyond the business hours of the principal business. That was something contemplated at the last meeting. In addition, staff clarified that all mobile food trucks must be a minimum of ten feet from the public right of way. That way, we are getting proper access and creating a situation that is more conducive to public safety.

Mayor Reisman asked about handwashing and bathrooms. Are those required? **SP VanAllen** answered yes. They are both required. Handwashing was addressed through the state statutes and the Florida Department of Health and DBPR. They require handwashing sinks for every mobile food vendor. We also adopted that into the code per their definitions. Each site must have a bathroom at the principal business which would allow customers to use the facilities there. **Mayor Reisman** then asked if someone wanted to hire a food truck for a private party at their private residence. Are they able to do that? **SP VanAllen** responded that under the temporary situation they would have a maximum of two hours. They are not required to get a full permit and this also relates to the ice cream truck exemption. At this time, if they pulled up for two hours, they would have to leave. They would be permitted to do so as that would not rise to a full location compliance situation. **Mayor Reisman** wanted to know if there were any ingress or egress rules? **SP VanAllen** replied that mobile food vendors are not permitted to take up any of the required parking spots on site. Any parking spaces they take up would have to be above the amount permitted or required for that principal business. She noted the ten-foot from the public right of way rule that they implemented in the new version. Otherwise, ingress and egress rules are the same as for the primary business on site. They would not be permitted to block that. **Commissioner Pederson** thanked her for her presentations over the last few meetings. They have been excellent. However, when he read the packet, he may have read the table wrong, but for a two-hundred-foot buffer, there were two restaurant conflicts, but she also said it was 37% of the mobile truck vendors, so he was a little confused. **SP VanAllen** stated that 37% was the correct number and there were seven out of nineteen. **Commissioner Pederson** said he was hoping two was the number. **SP VanAllen** said, unfortunately, no, there are seven. **Mayor Reisman** stated there were a lot of food truck vendors in the audience. Could she give a breakdown of what the process would be and the different options? **SP VanAllen** explained that for a permanent vendor on site they would need a letter of location compliance, and they would get that through the planning and zoning office. They are welcome to call, email or come to the front counter to go through that process, and they can assist them. That would involve coming to us with a site picked out, and they would propose that site to them. Staff would check the zoning to make sure it was compliant. If it was compliant, they would go ahead and provide the information packet. They would provide the city with their contact information and insurance. They would be given a piece of paper to take to the property owner for notarization. The property owner would sign and have that notarized because they would be giving consent for that vendor to be at that location. That, coupled with the contact information, insurance, and the letter that staff will write that says the site is compliant, sends them forth for their fire inspection with Leesburg Fire Department. Once we get the okay back from the fire department, they are free to vend. We typically notify them via email. **Mayor Reisman** indicated that there was a permanent option along with some other options as well. **SP VanAllen** agreed. There is a temporary use option, which is what we discussed. It is a maximum of seven consecutive days twice per year. Again, a maximum of fourteen days within a calendar year with two applications to staff. No more than three mobile food vendors per property, but this is more for a weekend event situation. They wanted to have a pathway that says if you are not interested in vending full-time somewhere, or if they just want to check the site out to see if it is profitable, they could apply for a temporary use prior to vending on that

site. Last, it would be through our special events with the city. They would have to go through the recreation department for that avenue. **Mayor Reisman** wanted to clarify that there were no fees. **SP VanAllen** agreed. There were no fees. **Commissioner Berry** wanted her to explain why there were limitations on time because she said fourteen days. Why is there a limit if it is approved by a business? **SP VanAllen** responded that it was a temporary option only. It is meant for a food vendor truck to come in for a weekend event where a local business may want three trucks to show up. It could be for a business' grand opening bash, something like that. Rather than on a permanent basis where they are there full-time vending, Monday through Saturday or whatever the principal business hours are.

Commissioner Berry asked if a vendor wanted to do two spots in different areas of the city. How would that work under the temporary option? If a food truck vendor was not sure which area was more conducive financially for them? Is there an option to go to the north side of town and then another day to the south side of town? **SP VanAllen** replied that there was nothing that would prohibit that under these terms. They could apply for two separate locations. They could apply for a three-day weekend in one area and another three-day weekend in another spot to see which area is better for them to come in for permanent use. **Commissioner Berry** said he was okay with the general package. If we adopt this tonight with the two-hundred-foot border, would there be a chance that seven vendors will have to close?

PZD Miller said those vendors could be exempted. They would be exempt because they would be grandfathered in because they existed prior to the updated ordinance. **Mayor Reisman** wanted to know what the buffer would be to bring them into compliance. Would it be one hundred feet? **SP VanAllen** said that would be under two hundred feet. **Mayor Reisman** wanted to confirm that if they brought it to under two hundred feet, that would bring them into compliance. **SP VanAllen** answered yes. **Mayor Reisman** clarified that if they grandfathered these seven vendors in, no one would be put out of business, correct. **PZD Miller** stated the instructions were to make sure no one was caused to go out of business. If they used the existing non-conforming, someone who has their letter now could certainly continue.

Mayor Reisman stated he was fine with the existing grandfathering, but they would have to meet all the rules and regulations when it comes to compliance, whether that be generators, self-sufficiency, and stuff, things like that. **Commissioner Pederson** agreed we would be impacting seven food vendors, but have we identified sites where they could group up? **Mayor Reisman** stated in the packet there were three sites identified. One was by the high school, one by the resource center, and another one by the mall.

Commissioner Pederson said he was not aware that those were confirmed. There could be a grace period, and it would be prudent for the city to offer the vendors some sites identified, so it gives them somewhere to go in the meantime. They could also find other sites. **Mayor Reisman** commented that most of them already have sites. **Commissioner Pederson** said that we would be forcing them to move.

Mayor Reisman replied no, because those seven would be grandfathered in. Those seven would be grandfathered in, but any additional mobile food trucks would have to comply with the ordinance.

Commissioner Pederson said he thought that was just for a temporary, so that is a lot better. The only thing he wanted to add to the equation was because he had read what other cities have done, because this is a tough subject. For example, La Palma, there is a food truck right next door. He would not want a Mexican food truck right next door to a Mexican restaurant. He was not aware if that had been talked about at all. He read where other cities were doing that because there are differences between where a guy comes and parks near a direct competitor. **Commissioner Berry** said he did not have answers to that because he had only one good conversation with someone who owns a restaurant regarding food trucks. He has had no complaints from restaurant owners. He had no one bring this to his attention, but he sought out Oakwood Will and asked him and his opinion was that they were not the same customers.

Commissioner Pederson pointed out that he also received zero complaints about the food trucks.

Commissioner Berry said there may be some disagreement, and he might not be right, but he has not had people complain about the food trucks next to restaurants. He would hate to put people out of business who are trying to make a living. **PZD Miller** added that they should let the market make that decision because it is awfully tough and, as stated, they do not want to put these guys go out of business. We just want to be compliant with the state statutes. **Commissioner Pederson** said he knows we talked

about three sites, but he was not clear about where the sites were. **Mayor Reisman** wanted to know if the verbiage was still there about the principal property having to be code-compliant. **SP VanAllen** agreed. That verbiage is still in there and staff would be happy to do additional research on those three sites or other sites that may work. **Mayor Reisman** said the commission would be in favor of looking at additional sites for a food truck alley. **PZD Miller** added that they had initially identified three, but they have not had a chance to fully get into all the issues that would come with each site. They have not had the chance to look into all the property available. If it is private property, there could be contract issues, but that could be handled by the food truck owners and private property owners. However, we also have to check zoning, so there are a bunch of things that go into this. It is not as simple as it may seem, but they are interested in doing more study to suggest some locations. Then, if it is okay, they could contact the property owner to see if they were interested. We would also check to see if the city has any property available. He believed there was at least one spot that would work. **Commissioner Berry** indicated that since this was the second reading, do they need to make a motion to amend the ordinance? **CA Watson** agreed. They need to amend the ordinance to include the grandfathering. **Mayor Reisman** asked if they should allow public comments prior to amending the motion. **Commissioner Berry** added that they should also consider extending the time for the temporary use of public or private property. If she was hearing right, they just said they were going to make a motion to amend until a later date, right? **Mayor Reisman** said no, they would amend the motion to include grandfathering in those seven mobile trucks. **Commissioner Berry** wanted to know if they would consider private property as well as public property. **PZD Miller** stated that the existing units are completely on private property. What the city staff were trying to indicate was that they would like to look at public property to see if there was anything possible there and also look at private property to see if there was any place large enough that could have a food truck venue like a food truck mall. That takes some time to work on, but they have already started it, and if the commission would like them to continue in that direction, they would be glad too. **Commissioner Berry** wanted to know when we identify these spots. Will the trucks remain there for any type of duration? Would it be more fair for a truck to go wherever they want to go to sell? **PZD Miller** said he has seen them in different states and in downtown Jacksonville. There is an area that he believes to be private property that is specifically set up for food trucks, and they stay there year-round. We would love to have something like that here. He has been to some other states where they have created a food truck alley, so there is room for some creativity that could be applied. They would love to hear from the owners as well about their ideas. **Commissioner Pederson** said to piggyback off that comment, we have it capped at three, but to give private property owners more time. He would not mind bumping that a little bit. **PZD Miller** said they initially identified three areas as potential truck alleys. **Commissioner Pederson** asked if he read it wrong because he thought they were talking about the number of trucks per site. **PZD Miller** said no. **Commissioner Pederson** apologized because he thought the food truck alleys were limited to three trucks. **PZD Miller** said they identified three sites for food truck malls. **SP VanAllen** added that it was only for temporary use and that would be a full-time venture that they would be contemplating. **Mayor Reisman** wanted to know about the ones that would be grandfathered. Will they still need to meet with the principal owner to get the letter? **SP VanAllen** replied that they already have that because they are on record as having a letter of location compliance. It is just the new buffer rule that would make them non-compliant. **Mayor Reisman** wanted to know if they are all aware of the potential changes when it comes to water, electric, and things like that. **SP VanAllen** replied yes. They would reach out to them because we have them identified. We would work with them directly to make sure that was not an issue. **CA Watson** commented as far as the amended motion to address the grandfathering of these seven businesses. They could make a condition for the seven businesses who have existing letters on file with the city, so that there are ways to clearly identify who those vendors are to avoid confusion. **Mayor Reisman** said at this point, we are going to open it up for public comments.

Simeon Fountain, owner and operator of IQ225 Barbecue, located off Main Street, said he wanted to talk about the word perception. Over eighteen years in a senior leadership role in healthcare, that was one of

the hardest lessons he had to learn as a leader. He had to learn how to own someone's perception of him, even if it was wrong, but he had to own it in order to fix it. He wanted to go over some of the perceptions he has thus far. First, somehow, because he is the owner and operator of a mobile restaurant, he is perceived as being beneath those who are in a brick and mortar. He would submit that he lives in the community where my mobile restaurant does business. He bought his generator from a local business. They actually built it for him and it is an amazing generator. He buys his gas from local gas stations, and he buys all his meat from a local grocery, so he knows he is providing the best quality meat. His business pays taxes to the City of Leesburg. He owns a home that pays taxes to the City of Leesburg. He and his family have been and will continue to be contributing members of the community. They have been advocating for Leesburg PD since 2010. Sergeant Daniels, who has retired, could definitely attest to that. We have partnered with another mobile restaurant, Charles Zui, and they fed local fire departments out of their pocket just to show them, thanks. They have also done the same for special needs groups. He and his wife are parents of two special-needs children, so that is near and dear to their hearts. Even the esteemed mayor helped quarterback logistically their efforts to feed over eighty homes after Hurricane Milton left parts of Leesburg without power for over five days. None of these affirmations will be seen on any social media page or site because those were not a look at me type of situation. Rather, the community called out for help and they answered that call. He has been hearing things about some people not liking feather flags, but they need to draw customers' attention somehow to let them know that we are open. They are not brick and mortar, but still, we are not less than brick and mortar. Suffice to say, whether we are brick and mortar or mobile, we are all restaurant tourists. He was sure there were some brick-and-mortar restaurant tourists in the room, as well as some mobile restaurant tourists in this room. There should not be a line dividing them or defining them as to who they are.

Colon Robles of 13048 Armenia Road, said he was the owner of the Super Taco Truck. He and his wife own it, and they own the small plaza it sits on. When talking about being self-sufficient, why can't they use the power directly from their own businesses? He has two suites in his plaza that he pays for the electric on. He pays the city all the fees. He was not opposed to an extra tax being imposed on his electric, because he is feeding his food truck. If they have a food truck on their property, they may have to pay \$50 extra per month. However, there is pollution that comes from generators running all the time. They are running them because there is extra work and expenses to run a food truck. They have at least twenty to twenty-five gallon gas cans in their store to run the generator all the time. He pays the electric and taxes for his home, and he owns the plaza. He paid his property taxes of about \$10,000 five to six months ago for his business. Somehow, they are being targeted, and they are just trying to make their business better. Right now, he is in the middle of a nightmare over changing the roof. There are a lot of things in that. He gets rid of things that were addressed, like his boat he sold it. He also has a camper that he is selling. He takes care of everything that the city requires, and he does have big plans. He wants to carpet the plaza and do a lot of things there to make it look good. However, he wants some support on the city's behalf because they are trying to grow and make things better.

Michael Conover, owner of the Steak Shack Bistro and Catering. Their home base is at the Dirty South Saloon, right across from Gator Harley. A lot of people know the spot. He was going to touch on everything. He wanted to start with the whole two-hour rule. With Steak Shack Bistro and Catering, he was not sure if everyone was aware of catering, but if you were to cater a wedding, it takes at least two hours just to set up. We as mobile vendors have our health management certificate. We know how to handle food. We have refrigeration and all the components to do what restaurants should be doing. We should be given the appropriate time to serve how we want to serve. They know what they are because they have gotten this far. Food trucks have evolved. They are not roach coasters anymore. They know what they are doing. They have industrial equipment in the trucks. They do not have little skillets. Food trucks are not what they used to be. With the potential food deserts and the grayed-off areas where the city obviously does not want them. They are there because of business, right? People who open

businesses downtown go there because it is thriving. That goes for all businesses, because no one wants to open a business where it is not thriving. Why would they open up somewhere where they are not going to sell their food or products? That makes no sense. The city is going to kill them right there. Another thing with food truck alley: Why would they want to sell right next to another food truck? They are all separated right now. Do they see another food truck within two hundred feet of another food truck? No. They see restaurants next to restaurants but nothing gets said about that. When it comes to the customer base, people who go to the food trucks do not want to sit down to eat, yet they are getting a home-cooked meal. There is a total difference between food trucks and restaurants. If a restaurant is mad that a food truck is next to them selling, that restaurant needs to re-evaluate their business. If a food truck scares them, that is their problem, not ours. **Commissioner Burry** wanted to know about the two hours? **Mayor Reisman** said that would be for an event or a party at their house. **Commissioner Pederson** stated that needs to be amended.

Eric Reese, owner and proprietor of Miss Tommie Lee's Soul Food & BBQ. He came to the meeting even though he was not really in the area. When they adopted the laws earlier this year, they made him leave the area. He was set up at Brooker's Bait & Tackle, and he was there for two years. He had a great clientele and everything. He left when he was told that he could not have the signs, chairs and tents out. His clients like to come to his food truck because he has soul food and barbecue. They want to sit down and eat, pick their teeth a little bit, talk and run their mouths. That really got to him, so, he wanted to go where he could keep his people happy. So, he went to Fruitland Park. He is at Seven Star, and he is out there every weekend and every weekend he has the same clientele. So, it did not really bother him, but he came down here because this was his family, and they were all together. We all came up from dirt and most of them did not have silver spoons. He wanted to be honest, he sold drugs when he was a young man, but he turned his life around. He got everything right, so now he can sleep at night because he has got himself a business. The Lord blessed him and the rest of his friends have been blessed. All he wants is a fair share of doing the same thing that everyone else has been doing their whole while. He wants to make a living and love everybody.

Constance Brown of 7230 Plantain Drive, Orlando, said she was the wife of Pastor Alonzo C. Brown, of Zion Hope Missionary Baptist Church. They were in Carver Heights, but she wanted to know when they talked about food trucks. They are getting ready to bring a bus in to serve vegetables. Is that going to be allowed because when she called, she was told that they did not require a permit for that, but after listening to all these rules that would be considered a food truck as well, correct? **PZD Miller** answered no, because that is a service of their church to the community. **Ms. Brown** wanted to make sure that it did not matter where they parked it on their property. **PZD Miller** wanted to confirm that they were taking it to the church. **Ms. Brown** replied yes. It will be at the church on McCormack Street. **PZD Miller** stated that it was not a food truck. **Ms. Brown** wanted to verify that she did not have to follow these rules. **Commissioner Burry** asked if she was just serving vegetables, or was she cooking anything to serve. **Ms. Brown** said now, it is all fresh vegetables. It is more like a farmers' market on wheels. She wanted to verify that she was good. **PZD Miller** replied yes. **Commissioner Burry** said what she wanted to do was not the same thing. **Ms. Brown** said she called code, and they told her it was not required, but when she saw this, she wanted to make sure before getting started.

Mayor Reisman closed public comments and said the last thing they needed to do was amend the window from two hours because it could take two hours just to set up. **Commissioner Pederson** stated he could go up to twenty-four hours. **Mayor Reisman** pointed out that it could also be a private residential home. **Commissioner Pederson** then said he did not want to hinder the food trucks, but how much time do they need? **From the audience, a gentleman** said they needed four hours and someone else said the city was making this unbearable. **Commissioner Pederson** said it sounded like six hours would make them happy.

Commissioner Burry made a motion to amend the ordinance from two hours to six hours, and that they grandfather in the seven businesses that would have the two-hundred-foot buffer conflict who are identified based on the letter of approval that currently exists on file with the city, and Commissioner Pederson seconded the motion.

Mayor Reisman asked if there was any further discussion. There was none.

The roll call vote was:

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

Four yeas, no nays, the Commission approved the amendment to the motion.

Mayor Reisman said they now needed to vote on the original motion as amended. He asked if there were any further comments on that. There were none.

The roll call vote was:

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

Four yeas, no nays, the Commission adopted the ordinance as amended.

- 2. An Ordinance of the City of Leesburg, Florida pursuant to Section 196.1978(3)(o), Florida Statutes, electing to not exempt property under Section 196.1978(3)(d)1.a., Florida Statutes, commonly known as the "Live Local Act Property Tax Exemption" for certain multifamily rental units; providing for findings; providing for opt-out; providing for applicability; providing for advertising and notice to the Property Appraiser; providing for no Waiver of Rights; providing for an effective date and expiration; providing for severability and conflicts; and providing for an effective date.**

ADOPTED ORDINANCE 25-46

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

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

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

The roll call vote was:

Commissioner Burry	Yes
Commissioner Pederson	Yes

Commissioner Berry
Mayor Reisman

Yes
Yes

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

3. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 91.07 +/- acres; and being generally located south of CR 48 and east of Number Two Road, lying in Sections 17 & 20, Township 20 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 3; and providing an effective date. (Lake Margaretta ANNX)**

ADOPTED ORDINANCE 25-42

Commissioner Pederson introduced ordinances 6.A.3, 6.A.4, and 6.A.5 to be read by title only. CC Purvis read the ordinances by title only.

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

Mayor Reisman requested comments from the Commission and the audience.

PZD Miller said this project was the Lake Margaretta Estates. It includes an annexation, large-scale comprehensive plan, and rezoning. The overall proposal is for a land area of one hundred and ninety-six plus or minus acres. It was generally located south of CR 48 and east of Number Two Road. The western border of this property lies along Number Two Road and is adjacent to the Eagle Tail Landing Project, which is underway for phases one and two just across the street, and it is also within the city limits. Approximately one hundred and three of the one hundred and ninety-six acres of the subject property are already within the city limits. The one-hundred and three-acre area has two city zoning districts: agricultural and estate density residential. That one-hundred and three acres also has a future land use of the city estate, and because part of the land already lies within the city limits, the comprehensive plan amendment for this property is for the remaining ninety plus or minus acres and the zoning is for the entire one hundred and ninety acres. We have the legal descriptions worked out on that. The comprehensive plan amendment for the property is for the remaining ninety acres and that request would go from Lake County's future land use of rural transition and rural to city estate. The zoning for the entire project would go from Lake County agriculture to City of Leesburg (RE-1) estate density residential and City of Leesburg agriculture to City of Leesburg PUD. The request is for a future development of five hundred and eighty-six detached single-family units. We sent this project to all city departments and Lake County. The city had no comments on it, and it indicates that capacity is available for water, wastewater, gas, etc., for the infrastructure needed to support it. The school board noted that the project would be subject to a school concurrency review, which indicates that there would be a future school board mitigation agreement needed. The Lake County Public Works received and reviewed it, and they had numerous comments regarding and including, a possible traffic light, turn lanes, the need for additional right of way, and maintaining some existing easements, adding sidewalks, drainage, and storm water improvements. That is pretty standard for this type of development. Under the PUD requirements,

the proposal consists of a total of five hundred and eighty-six detached single-family homes. There is a two-floor maximum height. This will be a platted subdivision, so individual units will be sold. There will be no other uses permitted in this proposal. The lots will come in three different sizes: fifty, sixty, and seventy-foot widths. Of those lots, approximately three hundred and sixteen or fifty-five percent would be fifty-foot lots with a minimum house size of seventeen hundred square feet. Approximately one hundred and fifty-five units, or about twenty-five percent of those lots, would be sixty-foot lots and there would be an eighteen-hundred square-foot house minimum. The remainder of one hundred and fifteen units, or twenty percent, would be seventy-foot lots with a minimum of nineteen hundred square-foot houses. There is a minimum of two off-street parking spaces for each unit in the development. There are design and architectural standards that apply as they do in all of our PUDs. There is a list within the PUD of architectural features and the developers are required to select five of those features for each home. There is a thirty-five percent requirement for open space and that was exceeded in this request. All our PUDs require dark sky lighting and there is significant buffering to adjacent properties provided in the PUD, including a twenty-five-foot buffer tract around the entire property. The landscape buffers around the property are not part of the lots so they are separate and must be maintained by the HOA. Bahia or Bermuda grass is allowed in place of St. Augustine as we are constantly trying to get rid of St. Augustine as it uses a lot of water. Two trees are required on each lot. There is signage at the entryway, and the entryway would be a boulevard entryway featuring a concrete brick or stucco wall on each side or a sign in the middle of the boulevard landscape feature. There are 2.7 acres of recreational use area required, which includes a swimming pool, cabana, on-site parking, children's playground, gazebos, dog parks, and trails. The retention areas, some of which may normally be dry, could be used as fields for play areas and the recreation amenities must be constructed by the time at least fifty percent of the residential units are completed. In addition, this entire development has to be on city water and wastewater. There will be no wells or septic fields allowed and, of course, the standard phasing clause requires the development to move forward with substantial commencement within four years or the property automatically reverts to the RE-1 zoning requirement, which is one acre per unit.

He wanted to bring to the commission's attention that, during discussions with staff, the developer wanted to make some requests about the PUD, which they found to be perfectly fine. Unfortunately, he added the wrong copy to the packet, but they are very minor, and he would like to go over those. Under the acreage in the PUD, it says one hundred and ninety-six point zero seven and the developer has said it was one hundred and ninety-five point six acres, but that is covered by the plus or minus. However, in an effort to be accurate, they agreed to make that change. Under the lot size minimums there was a request for five hundred and eighty-six units. They are in different lot sizes of fifty, sixty and seventy square feet. In the PUD, it currently says they need three hundred and sixteen as a minimum on fifty-foot lots, one hundred and fifty-five as a minimum on sixty-foot lots and one hundred and fifteen on seventy-foot lots. That is the standard language in all the PUDs, but what they have found is there are times when there are engineering issues or problems on the land when they get out there and do soil samples and engineering work and that can potentially cause the PUD to come up short of a minimum number. If we say they need a minimum of two hundred lots of a specific size, and they cannot make that two-hundred-foot minimum, we decide that if we leave it with those numbers, but throw in the percentages the fifty-five percent equals three hundred and sixteen lots, twenty-five percent equals one hundred and fifty-five lots, so it allows some shifting if there are any problems with the engineering. Then, at the end of the project, they are still consistent with the PUD. The total number of units does not change, and the density does not change. They would not find them out of compliance. They would like the commission to consider that. It is just saying they have to do fifty-five percent of this size, twenty-five percent of that size. That is all it is. That is the only difference. It does not impact the density or the total lot number, so they would like to do that. Under item 6E, open space, there is amended language for the fencing requirement to allow fencing as shown in the master development plan. What the current requirement says is fencing all the way around the PUD. What they began doing some time ago is not require the fencing when it is near a

wetland area. They do not need a fence if they have a wetland because nothing comes across that. So, they would like to do that. Under site access and signage, which is under item 7D, they would like to revise the wording to allow a sign within the landscape areas within the boulevard entrance. The wording right now says when you come to the boulevard entrance there will be a five-foot sign on each side of the road. They asked to do one sign in the middle of the boulevard landscaped area and that is not a problem from the city staff perspective. They can do either or both. It does not really make any difference. Under 13B, they asked for one large recreation area instead of two smaller ones. They could break it up into two smaller recreational areas if they wanted to, and city staff did not have a problem with that. We previously agreed to all those changes, but for some reason, he did not load the correct document into the packet. So, if approved, staff respectfully request that the motion include those changes. There are a number of folks here and Mike Rankin was present to speak about this case.

Commissioner Burry wanted to ensure that there would be no access to Number Two Road. **PZD Miller** agreed. There is emergency access, but that is it. **Commissioner Burry** said there is county along that border, but do they still have to do road improvements to Number Two Road? **PZD Miller** said if it is annexed, they would have to make improvements along Number Two Road. It would be anything adjacent to Number Two Road. **Commissioner Burry** wanted to confirm that traffic would not be going on to Number Two Road. **PZD Miller** agreed. **Commissioner Pederson** questioned when he said improve. Was he referring to ingress/egress turn lanes or do they have to widen the road? **PZD Miller** said if they went out there now, they would see some major improvements that have been made to Number Two Road. You would go east on CR 48 and then turn right. They are talking about something similar to that because it used to be that Number Two Road bumped right into CR 48, and it is very small and insufficient. Eagle Tail Landing expanded and added turn lanes and that would continue back. Also, Lake County controls that because all of our PUDs are written to support Lake County. **Commissioner Pederson** remarked that he has said this on numerous developments, but if he lived next to this development, he would rather have a landscape buffer than a fence. However, he was open to making compromises because he was worried about the fences not looking good five to ten years down the road. Whereas the landscape buffer will get better and better, but that is up to the developer and nearby residents. **PZD Miller** stated there was language in many of the PUDs that allows the developer options if they have a better solution and city staff can work that out. For example, if there is a requirement for a six-foot fence, but they come in with a four-foot split rail, that might be considered much more attractive or if there is a large buffer that is undisturbed, we can work with them. **Commissioner Pederson** said he was just trying to give flexibility to the adjoining property owners because we have had a few people come here that wanted landscape buffers on different developments versus fencing. **Mayor Reisman** wanted to know if the current PUDs require the ponds to have an aerator and/or fountain. **PZD Miller** responded that he was unsure, but that was one of the changes that were requested by the commission, and the staff really liked that, along with the thirty-five percent open space and dark sky lighting, so he would make sure that it was in there.

Mike Rankin of Land Planning Group, 2050 Classic Lane, Tavares, said Commissioner Burry stole his only comment because there would be no ingress/egress on to Number Two Road. We agree with the stipulations that the planning and zoning director has written into the PUD, and he would yield his time to Tom Daly, who will walk through the project quickly.

Tom Daly of Daly Design Group, 913 North Pennsylvania Avenue, Winter Park, said he was there on behalf of the applicant. Referring to some slides, the items in the picture to the left are the current conditions. The northern seventy-three acres are currently not within the city, but a major portion of the project is already within the city. About fifty-three percent of the property is already within the city, and it includes the future land use that they have requested. The key to including that northern piece is that right now the only access to this property is Number Two Road. By incorporating that northern piece,

that gives us the ability to have access only to the north side. The other two pieces we are annexing are two smaller pieces that were not annexed in the past. We have roughly five hundred and eighty-six single-family homes; no multifamily, no town homes. They are all detached single-family homes. They asked for a PUD, which controls everything in architecture.

He showed the conceptual plan, and it showed the main road coming in off CR 48. It will come back and serve all the way down to the middle and southern portion of the property. The exhibit simply shows the darker shaded areas that are already in the city. The orange and the yellow areas are what they are requesting to be annexed. He then showed the master plan overlay. The access to Number Two Road is emergency only. There are some folks that utilize that, and they are working with them to come up with a gate. They will put an emergency gate in, and they will give the residents that currently use that road the clickers or whatever mechanism they decide to use. That way, our residents cannot go in and out, but the folks that live there now where they are wrapping around can either use their road in the development because it is a public road development, or they can use Gospel Hill. They are not changing the character of how they ingress/egress their property. He showed some examples of home styles. There are three different home lot types that are proposed. The smaller is fifty feet wide with five-foot setbacks on either side. There are provisions in the PUD for drainage with gutters and other things, but these are examples of the homes that they are intending to develop. There will most likely be more than one builder. In these larger developments, they will see two builders that make different products, which makes it less of a cookie-cutter development because there will be different styles coming in. There will be a mixture of one-story and two-story homes.

With regard to the updates, revisions and clarifications in the development agreement. They are in agreement with everything that was pointed out. They talked with the planning and zoning director about the sixty-foot lot product. They also asked for a five-foot side yard setback instead of the seven-and-a-half. The seven-and-a-half side yard setback would be for the seventy-foot lots. The reason they asked for that is that builders have a forty-foot pad, they have a fifty-foot pad and a sixty-foot pad. The sixty-foot lots with seven and a half minus fifteen on both sides basically makes the product that would be on a fifty-foot lot be on the sixty-foot lot. It would be the same pad width. If they are able to have the five-foot setbacks on the sixty-foot, that would give them the ability to add another housing type. It is just the way that they set up their building program. In addition to everything that was said, they are in agreement, and they are happy that it was brought forward. If the commission can consider having the sixty-foot lot in the development agreement, there is a list of setbacks and square footage. The only thing that they would want on the sixty-foot lots is that they are able to do a five-foot setback with the provision of gutters and various things due to drainage. **Commissioner Pederson** wanted to know what the setbacks were on the fifty-foot lots. He assumed they were five and five. **Mr. Daly** agreed. They are five and when they get to the bigger lots, they are seven and a half. They have been working with staff on this and everything that has been brought forward they agree to.

Mayor Reisman asked if there were any questions for the developer. **Commissioner Burry** asked about the folks in the rural area in the middle were there any complaints because there was no information on that. **Mr. Daly** said they held a community meeting and some folks were less comfortable than others, but the folks in the middle, one of them was there, and they were in support. **Mayor Reisman** asked if there were any further commission comments. There were none. He asked for public comments.

Sandy Russ of 6813 Lake View Drive, Yalaha, said she lives in the area bounded by CR 48 and Number Two Road. At this time, there are approximately two thousand homes and another two thousand, six-hundred and thirty-six homes in developments which have started construction in Howey and Leesburg and the proposed Lake Margareta development. They can see this will more than double the number of houses in this area, which will increase the population and the traffic. The Lake Margareta traffic impact

analysis used the historical growth rate of two percent for calculations of the number of new developments in this area; commercial and residential developments on US 27, using only the historical growth factor, did not seem reasonable to her. The FDOT project development and environment manual for traffic analysis states that in areas that are experiencing substantial growth, construction of parallel facilities and changes in land use should consider growth rates based on population and employment growth. She found similar recommendations for this type of calculation in other FDOT manuals for areas that are experiencing population growth. She could not find in the traffic analysis report where developments such as Eagle Tail or Lake Hills were listed or shown on the maps, which would indicate that the traffic from these developments had been included in the calculations. The analysis report states that there will be a significant impact on CR 48 from US 27 to Lime Avenue and the intersection at US 27 and CR 48 will be exasperated slightly by background growth and development trips. The intersection of US 27 and CR 48 has already experienced significant issues due to the high volume of traffic. It would be prudent to consider that drivers will opt to bypass the traffic congestion on CR 48 by using Number Two Road as a shortcut. This is another recipe for disaster. The biological and environmental survey identified fernery and citrus production operations from 1941 to 1957. Based on the chemicals used for these operations during that time period, there is a high potential for arsenic contamination in the ground. She did not find any discussion in the report regarding sampling for arsenic, even though there have been confirmations of arsenic most likely above human health standards within a two-mile radius of Lake Margaretta for land that was used for citrus and fernery operations in the past. As a resident of this area, she was concerned about the impact this development would have from a safety and health perspective. Please do not approve this development. **Mayor Reisman** asked if there were any other public comments. There were none. He asked if the developer had any rebuttal. **Mr. Daly** replied no.

The roll call vote was:

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

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

4. **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 91.07 +/- acres; and being generally located south of CR 48 and east of Number Two Road, lying in Sections 17 & 20, Township 20 South, Range 25 East, Lake County, Florida; and providing an effective date. (Lake Margaretta LSCP)**

ADOPTED ORDINANCE 25-43

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

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

The roll call vote was:

Commissioner Berry	Yes
Commissioner Burry	Yes
Commissioner Pederson	Yes

Mayor Reisman Yes

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

5. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 196.07 +/- acres from Lake County A (Agriculture), City RE-1 (Estate Density Residential) and City A (Agriculture) to City of Leesburg PUD (Planned Unit Development) to allow for 586 detached single-family residences, for a property generally located south of CR 48 and east of Number Two Road, lying in Sections 17 & 20, Township 20 South, Range 25 East, Lake County, Florida; and providing an effective date. (Lake Margaretta PUD)**

ADOPTED ORDINANCE 25-44

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

Mayor Reisman requested comments from the Commission and the audience.

CA Watson pointed out that this should include the amendment. **Mayor Reisman** agreed. **CA Watson** said he wanted to clarify that this was the item that they recommended an amendment on. **PZD Miller** said the applicant had requested minor word changes and the gutters. He forgot to mention that one, but they had previously talked about that, and it was supposed to be there. In that case, they would just add the gutter requirement for the sixty-foot lots.

Commissioner Pederson made a motion to amend the ordinance to include the recommendations made by the planning and zoning director, and Commissioner Burry seconded the motion.

Mayor Reisman asked if there were any other comments by the commission or the audience. There were none.

The roll call vote was:

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

Four yeas, no nays, the Commission approved the amendment to the ordinance.

Mayor Reisman asked if there were any further comments on the amended ordinance. There were none.

The roll call vote as amended was:

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

Four yeas, no nays, the Commission adopted the ordinance as amended.

6. **An Ordinance of the City of Leesburg, Florida, Amending Section 13, "Motor Vehicles and Traffic," of the Code of Ordinances by amending Section 13-5 to Adopt the Maximum Rates for Towing and Storage of Vehicles as Set Forth in Florida Administrative Code Rule 15B-9.010; providing for conflicts, severability, codification; and an effective date.**

ADOPTED ORDINANCE 25-47

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

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

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

The roll call vote was:

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

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

B. FIRST READING OF ORDINANCES:

1. **An Ordinance of the City of Leesburg, Florida, adding a PDO (Planned Development Overlay), with a waiver from Section 25-282 (a) (1) PDO five-acre minimum, to the existing C-3 (Highway Commercial) zoning, on approximately 0.48 +/- acres to allow for a duplex use for properties generally located west of Vista Avenue and north of U.S. Highway 441, lying in Section 23, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Vista Avenue PDO)**

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.

PZD Miller stated this PDO would be for two duplexes on two separate lots located on Vista Avenue. A PDO is a requirement for building duplexes there. There are duplexes already in that area and they are mixed with commercial and residential. City staff feel that this is appropriate. **Mayor Reisman** asked if there were any comments by the applicant. There were none. He asked if there were any commission comments. There were none. He stated this item would lay over until the August 25th meeting.

C. NON-ROUTINE ITEMS:

1. City Manager Evaluation

CM Minner said the first meeting of August marks the annual city manager evaluation. He received all five commissioner evaluations. He would say they were extremely good except for one that was extremely poor, and the evaluations have been made part of the public record. The summary of the evaluations was put together by the HR department, and it was handed out to the commission and disseminated this afternoon, and that is also part of the public record. The overall summary included the city manager's self-evaluation. They were all presented, and that put the city manager in an above-satisfactory category overall, which makes the city manager eligible for the annual pay increase that all general employees of the city will receive. He spoke with four of the five commissioners about the evaluations, and he appreciated the remarks. He was open to any feedback that they had.

Commissioner Pederson said the city manager continues to do a great job, and he was impressed with all the reviews. The city residents came here about a year ago singing praises about the city manager. He does not want to lose Al Minner to another community, so he would make a motion to add another five percent raise above what they are giving the rest of the employees. In the corporate world, if someone had a review like this, there would be bonuses. In fact, in the corporate world, they do not give out standard raises across the board, they do not get the same pay raises. It is all tiered, based on performance and Al Minner had an outstanding performance.

Commissioner Pederson made a motion to increase the city manager's pay effective October 1st by another five percent on top of the five percent going to the rest of the employees, and Commissioner Burry seconded the motion.

Mayor Reisman said there was a motion on the floor for the current five percent and an additional five percent starting October 1st for the city manager, and we have a second. Is there any further discussion? He then said the city manager had done a phenomenal job. He knows they had a little rough patch in the very beginning, but their relationship is the best it has ever been, and he enjoys working with him. They know how each other works, and he truly thinks the city manager has the best interest in the city. However, when we say five percent, he was not disputing his pay, but five percent is a large amount when it comes to his pay. It is like \$12,000, so to add another five percent, that would be an additional \$12,000. **Commissioner Pederson** said he appreciated the clarification. However, he has said it before. He wants to put the city manager in a situation where it is harder for him to leave this city. He has been here a long time, and he wanted to protect the city from the possibility of him leaving. He was trying to make it harder. Yes, he respects those comments because it is a big increase, but people at his level, the market is going up. **Commissioner Berry** asked the city manager if he was leaving or if he was trying to leave. **Commissioner Pederson** said he was not trying to imply that. He was just trying to keep that from happening. **Commissioner Berry** stated she was trying to be clear about what was being talked about. Is there something she is not aware of? **Commissioner Pederson** added that with someone in this position, he would be naive to not think that he had been approached or would be approached in the future. He was not trying to stir up any trouble at all. **Commissioner Berry** indicated that she was asking a question, and she wanted to know if he was leaving. **CM Minner** responded that since she asked a direct question, he would be evasive in his answer. Providing additional money will not be the deciding factor in getting him to stay or go. He has enjoyed all the relationships with the city. If he were to leave, it would be an extremely hard decision. If he were to leave, it would be something that he would see as something professional, and it would be the next advancement. However, at this stage in his career with the tenure that he has here, opportunities to leave under his term are extremely limited. He appreciated Commissioner Pederson's motion, but in all honesty, the only way he could reasonably answer that question in this forum is to say that additional money from Leesburg will not make or break where he is

because he appreciates this community. He appreciates what the commission has done for him, and he appreciates being here. So, being in Leesburg at this stage is not about money. **Commissioner Berry** thanked him for his honesty. She really appreciated it.

Mayor Reisman indicated that there was a motion and a second on the floor. He asked if there was any further discussion? There were none.

The roll call vote was:

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

Two yeas, two nays, the motion failed.

CM Minner wanted to verify that this still left him with the five percent increase. **Commissioner Berry** said yes. **CM Minner** thanked her for that clarification.

7. INFORMATIONAL REPORTS:

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

A. None

8. CITY ATTORNEY ITEMS:

CA Watson said the Susan Street access parcel is set to close this week. It looks like everything is in line, so they will close on that parcel. He received the title report today and everything looked clear. He brought the closing documents with him, and they were left with the city clerk to hold on to until they receive the survey back. Assuming the survey comes back without any major problems, it should be wrapped up by the end of the week.

9. CITY MANAGER ITEMS:

CM Minner said he appreciated the feedback that was provided on the city manager's evaluation. He wanted to let the commission know that he would be out of town from Thursday through Monday for a quick trip to Maine to see family. He would be back in the region on Tuesday, but he would be out moving his daughter to Gainesville for school. He will be back in the office on Wednesday. The deputy city manager will be in charge while he is away. Again, thank you for the kind remarks and support.

10. ROLL CALL:

Commissioner Pederson had no comment.

Commissioner Berry said she would still like the commission to consider updating the Carver Heights Montclair redevelopment plan. The last time that plan was completed was in 2015. It is important to

reflect the current community needs and priorities. At the June 23rd CRA meeting she mentioned this, and she wanted to bring it back to the commission so they could keep it in the back of their heads. The housing demands have changed, there has been a shift in their business activity and updating the plan ensures alignment with community input, stakeholder feedback and new challenges. **Commissioner Pederson** said he was not going to push back on it if it was that important, but during the budget, they talked about this and his only point was that, for that kind of money, we could do more home grants. **Commissioner Berry** said it was \$100,000 plus. **Commissioner Pederson** said it was about \$150,000, and at that price point we could address six more houses. So, he did not see the value in it. He would rather put that money into the homes. **Commissioner Berry** said she thought it was important to keep moving forward and stay within because demographics have changed in the district area. The last update was 2015 and if they read it, they are not inline, so they need more direction. **Commissioner Pederson** said he was just trying to help with the home grants because he knew how important those were to her. He was trying to do the math, but he could not see \$150,000 being worth of value. However, if it was that important, he would not push back on it. **Mayor Reisman** agreed if it was important to Commissioner Berry, it was something they should look into.

Commissioner Burry had no comment tonight.

Mayor Reisman stated that he and Commissioner Berry will be attending the League of Cities Conference this weekend. He was looking forward to attending that with her.

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 Burry, the meeting adjourned at 8:08 p.m.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.1.

Meeting Date: August 25, 2025

From: Cliff Kelsey, (Public Works Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to approve the purchase and installation of a new video detection system from Traffic Control Devices, Inc.; and providing an effective date.

Staff Recommendation:

Staff recommends awarding approval of the purchase and installation of video detection for the Traffic Signal detection at Lone Oak Drive and West Main Street.

Analysis:

The current magnetic loop sensor detection system at the intersection is outdated, is around twenty-five (25) years old, and requires replacement. The proposed video detection system offers enhanced accuracy and reliability, improving overall traffic signal efficiency. The total cost is \$60,501.00.

Procurement Analysis:

The City is leveraging a piggyback contract with Lake County, Florida (Contract No. 21-0538). A quote has been obtained from Traffic Control Devices, Inc., the vendor under that contract, in accordance with procurement policy.

Options:

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

Fiscal Impact:

The current Capital Projects Streets budget includes funding for this expense.

Account No.	031-5112-541-6310
Project No.	310051
WF No.	WF1657475/ 1
Requisition	57781
Budget	\$60,501.00
Available	\$60,501.00

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO APPROVE
THE PURCHASE AND INSTALLATION OF A NEW VIDEO DETECTION
SYSTEM FROM TRAFFIC CONTROL DEVICES, INC.; AND PROVIDING AN
EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with Traffic Control Devices, Inc., whose address is 242 N. Westmonte Drive, Altamonte Springs, Florida 32714, for the purchase and installation of video detection.

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 25th day of August 2025.

Mayor

ATTEST:

City Clerk



PUBLIC WORKS DEPARTMENT PURCHASE ORDER REQUEST FORM

FORM TO BE COMPLETED AND DELIVERED (WITH ATTACHMENTS) TO YOUR SUPERVISOR/MANAGER AND DEPARTMENT DIRECTOR FOR APPROVALS.

Requested By:	Neil Gaines	Date:	07/22/2025
Requestor Email	Neil.Gaines@leesburgflorida.gov		
Admin Email	Tracy.Bronson@leesburgflorida.gov		
Director Email	Cliff.Kelsey@leesburgflorida.gov		

Item(s) Requested: Traffic Signal Detection failed at Lone Oak Drive and West Main Street

Purpose: (Be specific. Why are we purchasing this item? Is this a new item or replacement?)

The loop sensor system to control the traffic signals must be upgraded to electronic detection equipment.

Estimated Completion Date: 08/20/2025

Capital Project: YES

Title of Project:

Does a Work Order # need to be entered:

Item(s) to be charged to the following:

Account #	Project #	Work Order #	Job #
031 5112 541 6310	310051	1657475	001

List quotes received for this purchase and **attach original quotes**. If no quotes obtained, state the reason (i.e. sole source, single source, RFP, etc.) and attach original single or sole source letter.

	Vendor	Phone	Contact	Quote
X	Traffic Control Devices, Inc.	407-682-2269	Chris Gallagher	\$60,501.00
	Vendor # 3005112			

Please check chosen vendor. If chosen vendor is not the lowest price, please explain.

Vendor #3005112 . Lake County Contract 21-0538

Single Source:

Sole Source:

RFP#

RFB#

Returned for further information:

Director's Signature:

Date: 08/20/25



242 N Westmonte Dr, Altamonte Springs, FL 32714 T: 407-682-2269 F: 407-682-0076 www.TCD-USA.com

PROPOSAL

To:	Lake County Traffic Operations	Customer:	Lake County
Address:	Lake County 28127 CR-561 Tavares, FL 32778	Phone:	(352) 742-1766
		Fax:	
Project Name:	Main St & Loan Oak Dr.	Bid Number:	21-0538
Project Location:	Leesburg FL	Date:	11/21/2024

Effective 10-26-24 thru 10-25-26

Notes:

installation of video detection.

Total Price: \$60,501.00

*See page 2 for price details.

Notes:

This proposal is a unit price proposal. The total sum is an approximate sum based on the estimated quantities on the attached proposal (which is an integral part of this proposal) at the unit prices depicted thereon. The final contract amount of any contract resulting from this proposal shall be based on the quantities actually installed and field verified by the Owner's architect/engineer at these unit prices.

Payment Terms:

Payments are to be made to us by the tenth day of the month for all work installed and materials placed on the job site during the preceding month. Final Payment including retainage, if any, will be due not more than thirty (30) days after completion and acceptance of the work. Any contract resulting from this proposal shall be on the terms and conditions mutually acceptable to the Purchaser and Traffic Control Devices, Inc.

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: _____ Signature: _____ Date Of Acceptance: _____	CONFIRMED: Traffic Control Devices Inc. Authorized Signature: Digitally signed by Christopher R Gallagher DN: cn=Christopher R Gallagher, c=US, o=Traffic Control Devices LLC, email=c.gallagher@tcd-usa.com Reason: 21041 new Date: 2024.11.21 13:08:08 -0500 Estimator: Christopher R Gallagher (407) 905-3713 c.gallagher@tcd-usa.com
---	---



242 N Westmonte Dr, Altamonte Springs, FL 32714 T: 407-682-2269 F: 407-682-0076 www.TCD-USA.com

Item # Detail Summary

Line #	Item #	Description	QTY	UM	Unit Price	Total Price
1	101-1-1	Mobilization	1	EACH	\$ -	\$ 2,881.00
2	Lake-MOT	MOT F&I	1	INT	\$ 1,356.00	\$ 1,356.00
	0660 4 11V4	VEHICLE DETECTION SYSTEM- VIDEO, F&I CABINET EC	1	EACH	\$19,816	\$19,816
	0660 4 12V	VEHICLE DETECTION SYSTEM- VIDEO, F&I ABOVE GROUND EQUIPMENT (VECTOR IN NEXT)	4	EACH	\$9,112	\$36,448
Total						\$60,501.00

Neil Gaines

From: Christopher Gallagher <c.gallagher@tcd-usa.com>
Sent: Friday, July 18, 2025 6:31 AM
To: Neil Gaines; Globig, James
Cc: Patterson, John; Gadiel, George
Subject: RE: Quote for Detection Main St & Lone Oak Dr Leesburg Fl. / 21041
Attachments: Main & Loan Oak in Leesbrg; video detection.pdf

Good morning Neil,

Yes our pricing is still good for this video detection upgrade. Two to three weeks to get the material in once we receive a purchase order from you.

Let me know if you have any questions.

Thanks Chris

From: Neil Gaines <Neil.Gaines@leesburgflorida.gov>
Sent: Thursday, July 17, 2025 9:53 AM
To: Christopher Gallagher <c.gallagher@tcd-usa.com>; Globig, James <james.globig@lakecountyfl.gov>
Cc: Patterson, John <john.patterson@lakecountyfl.gov>; Gadiel, George <george.gadiel@lakecountyfl.gov>
Subject: RE: Quote for Detection Main St & Lone Oak Dr Leesburg Fl. / 21041

This Message Is From an Untrusted Sender

You have not previously corresponded with this sender. (Click "Report Suspicious" to notify IT Security)

Report Suspicious

Good Morning Christopher,
We are planning to resurface Lone Oak intersection South side of Main Street soon.
I need to move forward with installation of the detection system. Would you please update the pricing? I also need to know when you can do the work?
Thanks,
Neil

Sent from my Verizon, Samsung Galaxy smartphone

Neil Gaines
Deputy Director Public Works
City of Leesburg
neil.gaines@leesburgflorida.gov
352-571-0989

Public Works Department
Engineering Division
28127 CR 561
Tavares FL 32778

P 352-742-1766 | F 352-742-3511 | C 352-516-4518

E james.globig@lakecountyfl.gov<<mailto:james.globig@lakecountyfl.gov>> | W
[https://urldefense.com/v3/http://www.lakecountyfl.gov!!CK65G3b9sA!4pof5bljafHZwdqXYTdu3syD-a5HYXNRlrpqixJxMO6ABg0vgGRMJ_sZbF_IOOcg1WMTNnLaew8436_XHDL_ps-KcY352aknZ50\\$](https://urldefense.com/v3/http://www.lakecountyfl.gov!!CK65G3b9sA!4pof5bljafHZwdqXYTdu3syD-a5HYXNRlrpqixJxMO6ABg0vgGRMJ_sZbF_IOOcg1WMTNnLaew8436_XHDL_ps-KcY352aknZ50$)<[https://urldefense.proofpoint.com/v2/url?u=https-3A__urldefense.com_v3_-5F-5Fhttps-3A__www.lakecountyfl.gov_-5F-5F-3B-21-21CK65G3b9sA-218SbTuOXDyCQ3G6fKS3uBQN3fpiP3XP8LP5-5F2YxyVvhVHEVrdm1ocrBBOGSrb3fD3wh7L0DBwZUVk67iWXpgSOH4ba-5F1XINanfA-24&d=DwMGaQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_Cdp gnVfiiMM&r=9qse4KuD91w2PHFluX_WzBXr_Ci_-cmP1rdMfZZxp3o&m=QmK-aNhsTSa1Q1O2ekl_EdcXyOE0MLBpMVil4MYfz15uU1UKxCUpa_j4d7qMlgnw&s=tETVmJBo66LgRmp4NxDvNGyO41vQbps1a3th1LoBifl&e=">](https://urldefense.proofpoint.com/v2/url?u=https-3A__urldefense.com_v3_-5F-5Fhttps-3A__www.lakecountyfl.gov_-5F-5F-3B-21-21CK65G3b9sA-218SbTuOXDyCQ3G6fKS3uBQN3fpiP3XP8LP5-5F2YxyVvhVHEVrdm1ocrBBOGSrb3fD3wh7L0DBwZUVk67iWXpgSOH4ba-5F1XINanfA-24&d=DwMGaQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_Cdp gnVfiiMM&r=9qse4KuD91w2PHFluX_WzBXr_Ci_-cmP1rdMfZZxp3o&m=QmK-aNhsTSa1Q1O2ekl_EdcXyOE0MLBpMVil4MYfz15uU1UKxCUpa_j4d7qMlgnw&s=tETVmJBo66LgRmp4NxDvNGyO41vQbps1a3th1LoBifl&e=)>
mp4NxDvNGyO41vQbps1a3th1LoBifl&e= >

NOTE: Florida has a very broad public records law.
Your email communications may be subject to public disclosure.

From: Christopher Gallagher <c.gallagher@tcd-usa.com<<mailto:c.gallagher@tcd-usa.com>>>
Sent: Friday, November 15, 2024 9:04 AM
To: Neil Gaines <Neil.Gaines@leesburgflorida.gov<<mailto:Neil.Gaines@leesburgflorida.gov>>>;
Globig, James <james.globig@lakecountyfl.gov<<mailto:james.globig@lakecountyfl.gov>>>
Cc: Patterson, John <john.patterson@lakecountyfl.gov<<mailto:john.patterson@lakecountyfl.gov>>>;
Gadiel, George <george.gadiel@lakecountyfl.gov<<mailto:george.gadiel@lakecountyfl.gov>>>
Subject: RE: Quote for Detection Main St & Lone Oak Dr Leesburg FL / 21041

CAUTION: This email originated from outside of your organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Neil,

I will let Jim confirm the use of Iteris equipment and get the quote over to everyone at the beginning of the week.

Thanks Chris

From: Neil Gaines <Neil.Gaines@leesburgflorida.gov<<mailto:Neil.Gaines@leesburgflorida.gov>>>
Sent: Thursday, November 14, 2024 9:23 AM
To: Christopher Gallagher <c.gallagher@tcd-usa.com<<mailto:c.gallagher@tcd-usa.com>>>; Globig, James <james.globig@lakecountyfl.gov<<mailto:james.globig@lakecountyfl.gov>>>
Cc: Patterson, John <john.patterson@lakecountyfl.gov<<mailto:john.patterson@lakecountyfl.gov>>>;
Gadiel, George <george.gadiel@lakecountyfl.gov<<mailto:george.gadiel@lakecountyfl.gov>>>
Subject: RE: Quote for Detection Main St & Lone Oak Dr Leesburg FL / 21041

Thanks Chris

From: Globig, James <james.globig@lakecountyfl.gov<<mailto:james.globig@lakecountyfl.gov>>>
Sent: Thursday, October 3, 2024 10:23 AM
To: Christopher Gallagher <c.gallagher@tcd-usa.com<<mailto:c.gallagher@tcd-usa.com>>>
Cc: Patterson, John <john.patterson@lakecountyfl.gov<<mailto:john.patterson@lakecountyfl.gov>>>;
Gadiel, George <george.gadiel@lakecountyfl.gov<<mailto:george.gadiel@lakecountyfl.gov>>>; Neil
Gaines (neil.gaines@leesburgflorida.gov<<mailto:neil.gaines@leesburgflorida.gov>>>)
<neil.gaines@leesburgflorida.gov<<mailto:neil.gaines@leesburgflorida.gov>>>
Subject: Quote for Detection Main St & Lone Oak Dr Leesburg Fl.

Chris We need a Quote for The City of Leesburg for detection F & I at the intersection of Main St & Lone Oak Dr. See attached location. Stop bar only no advance needed. Thank you James Globig,
Assistant Traffic Operations Supervisor
ZjQcmQRYFpfptBannerStart
This Message Is From an External Sender

This message came from outside your organization.

Report Suspicious <[https://us-phishalarm-ewt.proofpoint.com/EWT/v1/CK65G3b9sA!5hoLBu2vsc1yw7a!6ALUvJ27WQJKbWv5j63d583eutYsew7rKjKPPbdsSWvrFU7ugHuLFhVhxXJ73KA7oqX0UQjEqtEaFvZjFt3NFZ7BYcpoqTeNJcsCZQ8fDLdtOWbgxdCzIA3L7cXE\\$](https://us-phishalarm-ewt.proofpoint.com/EWT/v1/CK65G3b9sA!5hoLBu2vsc1yw7a!6ALUvJ27WQJKbWv5j63d583eutYsew7rKjKPPbdsSWvrFU7ugHuLFhVhxXJ73KA7oqX0UQjEqtEaFvZjFt3NFZ7BYcpoqTeNJcsCZQ8fDLdtOWbgxdCzIA3L7cXE$)>

ZjQcmQRYFpfptBannerEnd
Chris

We need a Quote for The City of Leesburg for detection F & I at the intersection of Main St & Lone Oak Dr.
See attached location.
Stop bar only no advance needed.

Thank you

[Lake County Florida Government logo: Sun setting over grassy horizon with Blue Heron in foreground. Subtext: Lake County, FL. Real Florida. Real Close.]

James Globig,
Assistant Traffic Operations Supervisor

Public Works Department
Engineering Division
28127 CR 561
Tavares Fl. 32778

P 352-742-1766 | F 352-742-3511 | C 352-516-4518

E james.globig@lakecountyfl.gov<<mailto:james.globig@lakecountyfl.gov>> | W

<https://urldefense.com/v3/http://www.lakecountyfl.gov> ;!CK65G3b9sA!4pof5bljafHZwdqXYTdu3s



July 22, 2025

Traffic Control Devices, LLC.
242 N. Westmonte Drive
Altamonte Springs, FL 32714

Subject: Request to Utilize Solicitation to Bid No. 21-0538 Traffic Signal, Maintenance and Repair.

To whom it may concern,

The City of Leesburg ordinance authorizes the Procurement Division to procure goods and services at or below the specified prices from contracts awarded by other governmental agencies (Municipalities, Counties, State, Federal Agencies, etc.) when the awardee was awarded a contract, and the awardee will permit such purchases to the City at the same pricing (or below), terms and conditions, and when such purchases are to the economic advantage of the City of Leesburg.

With your permission, we would like to utilize the following solicitation that was awarded to your firm by the Lake County Board of County Commissioners, solicitation title is Traffic Signal, Maintenance and Repair, and the solicitation number is 21-0538. The term of this agreement shall be through October 25, 2026.

If you agree to the City of Leesburg's request to utilize the solicitation awarded to your company, please sign below and return it to the Purchasing Staff member via email to purch@leesburgflorida.gov.

Thank you for your attention to this matter, and we look forward to working with you soon. -

Sincerely,

Robert Hicks
Purchasing Manager

Traffic Control Devices, LLC. agrees to allow the City of Leesburg to utilize the solicitation that was awarded to your company by the Lake County Board of County Commissioners for Traffic Signal, Maintenance and Repair.

David R Akers Digital Signature: David R Akers
Date: 2025-07-28 11:28:43 -0400

David Akers, Assistant Secretary

7/28/2025

Authorized Signature

Printed Name and Title

Date

Accepted:
The City of Leesburg

Authorized Signature

Robert Hicks
Purchasing Manager

8/01/2025
Date

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.2.

Meeting Date: August 25, 2025

From: Cliff Kelsey, (Public Works Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute an agreement with Paqco, Inc. for the resurfacing of various city roads based on condition and usage; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the resurfacing of various City roads, based on their current condition and usage levels, in an amount not to exceed **\$94,992.50**. The proposed resurfacing will enhance road safety, extend pavement life, and improve overall driving conditions in the affected areas. Funding for this project is available and has been allocated in the current fiscal year budget.

Analysis:

The City of Leesburg Public Works Department has conducted an evaluation of roadway conditions throughout the city to identify segments in need of resurfacing. Roads were prioritized based on pavement condition index (PCI) ratings, frequency of use, safety concerns, and the cost-effectiveness of preventative maintenance versus future full reconstruction.

This investment will benefit residents and businesses by improving ride quality, reducing vehicle maintenance costs, and enhancing the appearance of public infrastructure. The work will be coordinated to minimize disruption to traffic and ensure timely completion.

Procurement Analysis:

The City utilized a cooperative purchasing agreement with Lake County, FL, contract 24-502, Paqco, Inc. is a listed vendor. This method allowed the City to leverage competitive pricing and streamline the procurement process.

Options:

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

Fiscal Impact:

The current Capital Projects Streets budget includes funding for Road Resurfacing.

Account No. 031-5112-541-6310

Project No. 310051

WF No.	1657475/1
Requisition	57735
Budget	\$111,999.00
Available	\$111,999.00

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
AN AGREEMENT WITH PAQCO, INC. FOR THE RESURFACING OF
VARIOUS CITY ROADS BASED ON CONDITION AND USAGE; 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 PAQCO, INC, whose address is 101 Weber Avenue, Leesburg, Florida 34748, for the resurfacing of various city roads.

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 25th day of August 2025.

Mayor

ATTEST:

City Clerk



PAQUETTE COMPANY

101 WEBER AVENUE
LEESBURG, FL 34748
PH. #(352) 365-0006 / FX. #(352) 315-0500

CITY OF LEESBURG - MILLING AND PAVING

TO: **MR. TIM SMITH**
CITY OF LEESBURG

PAQCO, Inc. proposes to furnish the following work, including all labor, materials and equipment - complete in accordance with the following:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	AMOUNT
	MILLING OF STREETS				
1	DEBORAH AVE (BAD SECTION)	1,600	SY	\$10.00	\$16,000.00
2	SOUTH LONE OAK DRIVE @ W. MAIN	225	SY	\$12.50	\$2,812.50
3	THOMAS AVE AND MONTCLAIR ST	360	SY	\$12.50	\$4,500.00
4	3RD STREET N @ US 441	360	SY	\$12.50	\$4,500.00
5	3RD STREET N @ OAK TERRACE DR	225	SY	\$12.50	\$2,812.50
6	WEBSTER ST @ PERKINS ST	275	SY	\$12.50	\$3,437.50
7	WAREHOUSE DRIVE	320	SY	\$12.50	\$4,000.00
	1 1/2" SP-9.5 ASPHALT PAVING				
1	DEBORAH AVE (BAD SECTION)	135	TN	\$162.50	\$21,937.50
2	SOUTH LONE OAK DRIVE @ W. MAIN	20	TN	\$162.50	\$3,250.00
3	THOMAS AVE AND MONTCLAIR ST	30	TN	\$162.50	\$4,875.00
4	3RD STREET N @ US 441	30	TN	\$162.50	\$4,875.00
5	3RD STREET N @ OAK TERRACE	20	TN	\$162.50	\$3,250.00

6	WEBSTER ST @ PERKINS ST (PARKING LOT AND STREETS)	22	TN	\$162.50	\$3,575.00
7	WAREHOUSE DRIVE	27	TN	\$162.50	\$4,387.50
	MISC				
1	MOBILIZATIONS IN / OUT	5	EA	\$1,500.00	\$7,500.00
2	THERMOPLASTIC STRIPING (5 STOP BARS / 400' OF DBL YELLOW)	1	LS	\$3,280.00	\$3,280.00
***	INCLUDES TRAFFIC CONTROL AND PREPWORK PRIOR TO PAVING				
***	SOD NOT INCLUDED				
PROPOSAL TOTAL:					\$94,992.50

TERMS:

Net cash upon receipt of invoice, no retainage to be held. Subject to credit approval. All monies not paid when due shall bear interest at the maximum rate allowed by law at the place of the project and any cost incurred in collection said monies. Including Attorney fees and court cost will be due under this contract.

*** Existing cracks can reflect through new asphalt over time

*** Tack coat to be applied at Paqco, Incs discretion

**BID BASED ON \$92.00 PER TON PLUS TAX IF COST OF ASPHALT
INCREASES ADDITIONAL COST WILL BE INCURED.**

ESTIMATE EXPIRATION: This proposal is valid for 60 days.

Proposed by:
PAQCO, Inc.

Accepted by:

Fay Paquette Vice President

Date

Date

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.3.

Meeting Date: August 25, 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 Construction Services Agreement with Underwater Engineering Services, Inc. for the construction of the Venetian Cove Marina Dock Improvement Project; and provide an effective date.

Staff Recommendation:

Staff recommends approval of the resolution authorizing execution of the construction services agreement with Underwater Engineering Services, Inc. for the Venetian Cove Marina Dock Improvement Project for an amount of \$1,180,137.20 (total base bid amount of \$1,072,852.00, plus 10% contingency of \$107,285.20).

Analysis:

Venetian Cove Marina is the City's premier community marina. This project involves the construction of floating docks, gangways, and other necessary improvements to expand the Venetian Marina, thereby significantly enhancing the current dock facilities and operations at this vital community resource for years to come. Construction will be conducted in accordance with the plans and specifications provided by the City. This project is also partially funded with a \$250,000.00 State Legislative Priority Grant.

Procurement Analysis:

On June 18, 2025, the Procurement Division issued Invitation for Bid 2501901, Venetian Cove Marina Dock Improvement Project. On July 30, 2025, the City received four (4) responsive bids. Recreation Department staff reviewed the submittals for conformance with the solicitation requirements. Underwater Engineering Services, Inc. was selected as the lowest qualified vendor, as shown below.

BIDDER'S NAME AND ADDRESS	BASE TOTAL AMOUNT
Underwater Engineering Services, Inc. 3306 Enterprise Road Fort Pierce, FL 34982	\$1,072,852.00
HG Harders and Son, Inc. 5521 East Hwy 98 Panama City, FL 32404	\$1,170,238.00
KM2H, LLC 1224 Blackrush Drive Tarpon Springs, FL 34689	\$1,272,000.00
Florida Floats, Inc. dba Bellingham Marine 2014 Dennis Street Jacksonville, FL 32204	\$1,844,469.00

Options:

1. Approve award of IFB 2501901 and approval of the resolution authorizing execution of the agreement with Underwater Engineering Services, Inc. as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The current Capital Projects budget includes \$934,405.00 in available funding. The additional \$245,732.00 is available in Interest proceeds. If this agreement is approved a budget adjustment will be processed to add the funds to the current budget.

Account No.	031-8125-572-6310
Project No.	310081
WF No.	1454563 / 3
Requisition	57755
Budget	\$934,405.00
Available	\$934,405.00

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
CONSTRUCTION SERVICES AGREEMENT WITH UNDERWATER
ENGINEERING SERVICES, INC. FOR THE CONSTRUCTION OF THE
VENETIAN COVE MARINA DOCK IMPROVEMENT PROJECT; AND
PROVIDE 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 Underwater Engineering Services, Inc., whose address is 3306 Enterprise Road, Fort Pierce, Florida 34982, for Construction Services (IFB 2501901).

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 25th day of August 2025.

Mayor

ATTEST:

City Clerk

CONTRACT
Contract No. 2501901
VENETIAN COVE MARINA DOCK IMPROVEMENT PROJECT

THIS AGREEMENT is made as of the 25th day of August 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 **Underwater Engineering Services, Inc.** whose address is 3306 Enterprise Road, Fort Pierce, FL 34982 (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. Invitation for Bid (IFB) 2501901, Venetian Cove Marina Dock Improvement Project; and
- c. CONTRACTOR response to IFB 2501901 included as Exhibit 'A'; and
- d. All addendums; and
- e. Exhibit B – Supplemental Conditions – Construction

2. **Scope of Services.** The CONTRACTOR shall furnish the following services generally described as the "**Venetian Cove Marina Dock Improvement Project**" to the CITY as listed in Invitation for Bid 2501901. Nothing herein shall limit the CITY's right to obtain these services from other contractors for the same or similar work.

3. **Total Construction Cost.** The CONTRACTOR shall perform the Services for a total price not to exceed **\$1,180,137.20**. The cost of these services shall not exceed this amount unless the CITY has executed a written change order approving any increase in price.

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

5. **Professional License.** The CONTRACTOR will hold and maintain all required professional licenses required by regulatory agencies to perform the services covered by this Agreement.

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

7. **Commencement and Completion.** The CITY and the CONTRACTOR mutually agree time is of the essence with respect to the dates and times set forth in the Agreement Documents. To that end, the CONTRACTOR will commence work not later than **TWENTY ONE (21)** continuous calendar days after CITY issues a Notice to Proceed, and will diligently and continuously prosecute the work at such a rate, and with sufficient forces as will allow the CONTRACTOR to achieve Substantial Completion no later than **ONE HUNDRED AND SIXTY (160) DAYS** continuous calendar days after the CITY issues a Notice to Proceed and Final Completion no later **THIRTY (30)** days after the recorded substantial completion date, subject only to any adjustments in the contract time that may be authorized by change orders properly issued in accordance with the Agreement Documents. In executing this Agreement, CONTRACTOR affirms the time set for completion is reasonable.

8. **Liquidated Damages.** The CONTRACTOR shall consider all contingent work which has to be done by other parties arising from any cause whatsoever, and shall not plead his need of knowledge of said contingent work as an excuse for delay in his work or for non-performance.

If the work is not completed in full by the deadline specified, then for each day thereafter on which the work has not been completed, CONTRACTOR shall pay to the CITY liquidated damages in the amount of ONE THOUSAND, SIX HUNDRED AND NINETY-FOUR DOLLARS (\$1,694) per calendar day, which CITY is hereby authorized to deduct from the final draw before paying any remaining amount to CONTRACTOR. The value of Liquidated Damage in dollars per calendar day, will be established by the prevailing FDOT Standard Specification for Road and Bridge Construction, Section 8-10. The parties agree that it would be impossible or extremely difficult to compute the actual damages suffered by the CITY due to late completion of the work, that it is therefore appropriate to provide for liquidated damages in this Contract, and that the amount of liquidated damages specified is reasonable and bears a substantial relationship to the probable amount of actual damages the CITY would suffer, and therefore does not constitute a penalty or forfeiture. CONTRACTOR acknowledges that this provision is material to the CITY and that the Owner would not have entered into this Contract but for this provision and that as a result of the Owner's reliance on this provision, the CONTRACTOR shall be stopped to deny or dispute the validity or enforceability of this liquidated damage clause.

Nothing shall be construed as limiting the right of the CITY to declare the Contract forfeited, or to take over the work, or to claim damages for the failure of the CONTRACTOR to abide by each and every one of the terms of the Contract Documents. The completion date shall be construed as being the date on which the work is fully accepted by the CITY.

9. **Guaranty of Faithful Performance and Payment.** Performance and Payment Bonds (Separate bonds), written by a Surety firm satisfactory to the City of Leesburg on forms acceptable to the CITY which comply with Section 255.05(1), Florida Statutes, will be required of the successful Bidder to guarantee that CONTRACTOR will deliver a complete project under this Contract in strict accordance with the Contract Documents and will, after receiving payment from the CITY, pay promptly all persons supplying him with labor or materials for work.

The Performance and Payment Bonds will be equal to 100% of the Agreement amount for services. The cost of the bonds shall be borne by the CONTRACTOR. The bonds shall be written by a qualified Surety firm and through a reputable and responsible surety bond agency licensed to do business in the State of Florida and Lake County and meet the following requirements:

- a. **Rating:** The Surety must be rated as "A" or better as to strength by Best's Insurance Guide, published by Alfred M. Best Company, Inc., 75 Fulton Street, New York, New York.
- b. **Bonding Limit:** Any One Risk: The Bonding Limit of the Surety shall not exceed ten (10) percent of the policy-holders surplus (capital and surplus) as listed by the aforementioned Best's Insurance Guide.

The completed Bonds will be executed in four (4) counterparts and delivered to the City of Leesburg Procurement Division with the required Power-of-Attorney. The City must receive the Bonds before a Notice to Proceed will be issued.

10. **Termination 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 termination notice.

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

Agreement, and the CITY may withhold any payment due the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the CITY from such breach can be determined.

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

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

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

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

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.

12. **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.

13. **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 subcontractor's 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.
 - v. 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.
 - vi. All liability insurance, except professional liability, shall be written on an occurrence basis.
 - vii. The CONTRACTOR waives its right of recovery against the CITY to the extent permitted by its insurance policies.
 - viii. 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.

14. **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.

15. **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.

16. No Waiver of Sovereign Immunity. Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

17. Severability of Illegal Provisions. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

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

19. 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.

20. **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.

21. **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.

22. **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.

23. **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.

24. 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.

25. 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.

26. 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.

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

28. **Notices.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail.

If to CONTRACTOR: Underwater Engineering Services, Inc.
Andrew Connelly, VP Director of Project Development
3306 Enterprise Road
Fort Pierce, FL 34982
772-337-3116
aconnelly@uesi.com

If to City of Leesburg: City of Leesburg
Robert W. Hicks, Purchasing Manager
501 West Meadow Street
Leesburg, Florida 34748
352-728-9880
Robert.Hicks@leesburgflorida.gov

29. **Governing Law.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

30. **Jurisdiction and Venue.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Lake County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Lake County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court or the right to bring an action or proceeding in any other court. Service of any court paper may be affected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

31. **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.

32. **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.

33. **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.

34. **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.

35. **Employment Eligibility.** The CONTRACTOR is obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than TWENTY (20) calendar days after the date of termination. If this contract is terminated for a violation of the statute by the CONTRACTOR, the CONTRACTOR may not be awarded a public contract for a period of ONE (1) year after the date of termination.

36. **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 complies with the terms stated within. The CONTRACTOR nor any subcontractor employed by him shall not knowingly employ or contract

with an illegal alien to perform work under this Agreement. CONTRACTOR agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require same requirement to confirm employment eligibility of all subcontractors.

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

37. **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.

38. **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.

UNDERWATER ENGINEERING SERVICES, INC.

By: *Andrew Connelly*

Printed: Andrew Connelly

Its: VP/Director of Project Development
 (Title)

CITY OF LEESBURG, FLORIDA

Alan Reisman, Mayor

ATTEST:

J. Andi Purvis, City Clerk

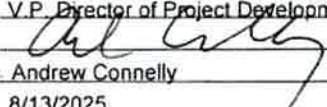
Approved as to form:

William Watson, City Attorney

Exhibit 'A'

ATTACHMENT "B"					
IFB 2501901 VENETIAN COVE MARINA DOCK IMPROVMENT PROJECT					
QUANTITY SHEET					
					Totals
Item#	Description of Work	Quantity	U/M	Unit Price	Extended Amount
1	Demolition, Mobilization & Demobilization	1	N/A	90,574.00	90,574.00
2	Pile Furnishing	1	EA	40,992.00	40,992.00
3	Pile Driving	1	EA	96,420.00	96,420.00
4	Floating Dock Furnishing	1	EA	415,962.00	415,962.00
5	Floating Dock Installation	1	EA	72,136.00	72,136.00
6	Gangway Furnishing	1	EA	10,315.00	10,315.00
7	Gangway Installation	1	EA	3,113.00	3,113.00
8	MEP Utility Furnishing	1	EA	146,370.00	146,370.00
9	MEP Utility Installation	1	EA	196,970.00	196,970.00
OTHER PROJECT COSTS					
Total					1,072,852.00
CONTINGENCY					
1	Construction Contingency (10%)				107,285.20
TOTAL INCLUDE PROJECTS AND CONTINGENCY					
GRAND BID TOTAL					\$ 1,180,137.20

***NOTE: TOTAL SHALL MATCH TOTAL BID AMOUNT ON PROPOSAL BID FORM

Company Underwater Engineering Services, Inc.
 Title V.P. Director of Project Development
 Signature 
 Printed Name Andrew Connelly
 Date 8/13/2025

THIS FORM MUST BE COMPLETED AND RETURNED WITH THE PROPOSAL BID FORM

Exhibit 'B'

SUPPLEMENTAL CONDITIONS – CONSTRUCTION

1. DEFINITIONS

The following definitions shall apply. Whenever the following terms (or pronouns in place of them) are used in the Contract Documents, the intent and meaning of such terms shall be interpreted as follows:

- a. **City Project Representative:** There shall be authorized representative(s) of the CITY assigned to make all necessary inspections of the work performed by the CONTRACTOR and for such other purposes as outlined in the Contract Documents.
- b. **City Technical Representative:** There may be a designated Project Representative assigned by the CITY to inspect the technical aspects of the project. To ensure the project is being constructed as designed.
- c. **Engineer of Record:** The Engineer of Record designated by the CITY following Contract Execution.
- d. **Engineer:** The design professional (engineer, architect, landscape architect or surveyor) designated by the CITY to serve as the design professional representing the CITY.
- e. **Notice to Proceed (NTP):** The official Notice from the CITY to the CONTRACTOR providing the date work may begin and the date the performance period begins. The NTP date will be mutually agreed to at or following the pre-construction meeting. CONTRACTOR shall sign the acknowledgement section of the NTP and return to the Purchasing Division. The NTP shall become a part of the Contract Documents.
- f. **Subcontractor:** Includes only those having a direct contract with the CONTRACTOR and it includes one who furnished material worked to a special design according to the plans or specifications of this work, but does not include one who merely furnishes material not so worked.
- g. **Work:** The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.
- h. **Manual(s):** Equipment documentation meant for the end user/consumer of the equipment. CONTRACTOR shall provide all Manuals to the CITY upon substantial completion. Retainage may not be released until the CITY has received all Manuals relevant to the equipment incorporated into the project.
- i. **Surety:** The corporate body which is bound with and for the CONTRACTOR which is primarily liable and which guarantees the faithful performance of the bid and/or agreement.
- j. **Plans, Drawings and/or Sketches:** Graphic representations of the work to be performed or reproductions thereof.
- k. **Specifications:** Broadly defined, the specifications include all data bound together herein or referenced on the plans, including, but not limited to, General Conditions, Technical Specifications, Special Conditions, Geotechnical Investigation,

Supplemental Conditions (if any), other detailed technical specifications, exhibits and all addenda.

- l. **Defective:** An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by CITY at Substantial Completion or CITY has taken beneficial use of completed portions).
- m. **Shop Drawings:** All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.
- n. **Substantial Completion:** The Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer as evidenced by Engineer's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or if there be no such certificate issued, when final payment is due. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.
- o. **Underground Facilities:** All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

2. INSPECTION OF WORK

The Project Representative and his representatives shall, at all times, have access to the work whenever it is in preparation or progress and the CONTRACTOR shall provide proper facilities for such access and for inspection. The work will be conducted under the general direction of the Project Representative of the CITY and is subject to inspection by his appointed inspectors to ensure compliance with the terms of the contract. No inspector is authorized to change any provisions of the specifications without written authorization of the CITY, nor shall the presence or absence of an inspector relieve the CONTRACTOR from any requirements of the contract.

If the specifications, the Project Representative's instructions, laws, ordinances or any public authority require any work to be specifically tested or approved, the CONTRACTOR shall give the CITY timely notice of its readiness for inspection, and if the inspection is by another authority than the Project Representative, of the date fixed for such inspection. Inspections by the Project Representative will be promptly made, and where practicable at the source of supply. If any work should be covered up without approval or consent of the CITY, it shall, if required by the Project Representative, be uncovered for examination at the CONTRACTOR's expense.

Re-examination of questioned work may be ordered by the Project Representative and, if so ordered, the work shall be uncovered by the CONTRACTOR. If such work is found in accordance with the contract documents, the CITY will pay the cost of re-examination and replacement. If such work is found not in accordance with the contract documents, the CONTRACTOR shall pay such cost.

3. TESTS

The Project Representative will have the right to require all materials to be submitted to test prior to incorporation in the work. In some instances, it may be expedient to make these tests at the source of supply and for this reason it is requested that the CONTRACTOR furnish the source before incorporating material in the work. This does not in any way obligate the Project Representative to perform tests for acceptance of material and does not relieve the CONTRACTOR of his responsibility to furnish satisfactory material. The CONTRACTOR shall furnish two copies of manufacturer's certificate of compliance with these specifications covering manufactured items incorporated in the work.

All field tests for compaction of earthwork and of material incorporated in the sub grade and base will be performed by technicians of a materials testing laboratory approved by the CITY. All tests performed by the laboratory to ascertain that the material, as placed, meets the required specification will be at the expense of the CONTRACTOR and should be included in the bid items as such.

4. TOOLS, PLANT AND EQUIPMENT

If any time before the commencement or during the progress of the work, tools, plant or equipment appears to the Project Representative to be insufficient, inefficient or inappropriate to secure the quality of work required, or the proper rate of progress, the Project Representative will notify the CITY of such conditions. The Engineer will provide written notification to the CONTRACTOR of CITY's quality and/or schedule concerns. The CONTRACTOR will respond in writing within 5 business days of receiving the CITY's notice and will propose remedial actions to address the quality and/or schedule concerns.

5. COLLECTION AND DISPOSAL OF WASTE

The CONTRACTOR shall collect waste from construction areas and elsewhere; handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly; dispose of material in a lawful manner. The CONTRACTOR shall be responsible for the transportation and disposal costs of all waste construction materials.

6. BURNING OF DEBRIS

For any areas where the burning of debris is permitted, the CONTRACTOR will be required to request a permit therefore, from the fire authority having jurisdiction in the area in due advance time, and if such permission is granted, he shall rigidly abide by all provisions and requirements of such permit. In no case will burning be permitted until the fire authorities have adequately checked the size of the pile to be burned, the weather conditions and any other factors which might affect the proper control of the burning operation.

7. TEMPORARY TRAFFIC CONTROL (TTC)

Where construction is located in public right of ways, traveled streets and roads, the CONTRACTOR shall exercise extreme care in seeing that sufficient area is provided and kept open for police, fire, ambulance, mail and private vehicular traffic.

The CONTRACTOR shall ensure that each person supervising the selection, placement and maintenance of Traffic Control Devices in the FDOT Work Zone shall be certified by attending an FDOT approved TTC training course. A copy of these certifications shall be submitted to the CITY of Leesburg upon request.

8. PROTECTION AGAINST POLLUTION

The CONTRACTOR shall comply with all legal regulations pertaining to pollution as are applicable to the site and he shall take all measures necessary to assure that no pollution, temporary or permanent, occurs to any lakes or other water areas as a result of runoff from the areas within which he is working.

This shall include the installation of temporary construction turbidity screens or hay bales along the edge of existing wetlands prior to the start of construction. These areas shall be as shown on the plans.

CONTRACTOR shall maintain the fuel storage area in accordance with local, state and federal regulations. Refueling vehicles and refueling techniques shall also comply with all applicable regulations. Clean-up of the fuel storage area shall be as required by the regulations and in accordance with these regulations.

9. TEMPORARY FENCING AND BARRICADES

The CONTRACTOR shall at his cost erect barricades sufficient to prevent injury to persons or damage to property, including the CONTRACTOR's personal property and materials. The CITY shall not be held responsible for the loss, theft, or vandalism of the CONTRACTOR's equipment or other personal property, including construction materials and supplies. Fences shall be constructed to prevent entry of unauthorized persons; cover trenches and holes when not in use; erect barriers at sharp changes in plane more than four (4) feet high. Should construction operations temporarily obstruct road passage, the CONTRACTOR shall at his cost provide suitable flagmen to control vehicular traffic on the road. Permits to use construction equipment on Florida Department of Transportation Right-of-Way shall be secured by the CONTRACTOR prior to actual beginning of work. The CONTRACTOR shall, at his cost, remove all temporary protection from the work site upon completion of the work.

10. WORKMANSHIP, MATERIALS, APPLIANCES, AND EMPLOYEES

All work will be done in a competent and workmanlike manner. All materials, equipment and supplies furnished by the CONTRACTOR for permanent incorporation in the work shall be new and of quality standards specified. Workmanship shall be first class and the finished product equal to the best-accepted standards of the trade for the category of work performed. It is the CITY's intent to obtain a high-quality job that will operate and function with least maintenance costs. The CONTRACTOR shall, if requested by CITY, furnish satisfactory evidence as to the kind and quality of materials.

Unless otherwise stipulated, the CONTRACTOR shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the work.

The CONTRACTOR shall, at all times, enforce strict discipline and good order among his employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him.

Neither party shall employ or hire any employees of the other party without his consent.

11. GENERAL QUALITY AND STANDARDS

To facilitate rapid examination, detailed specifications concerning basic requirements for labor, materials, equipment and/or incidentals to be used on the project are included under the various divisions in as brief a form as is consistent with clarity. The primary concern of the detailed specifications is for standards of performance expected for the finished work.

When in the detailed specifications reference is made to a particular code or specification, the latest edition of said code or specification shall apply.

The interests of the CITY, the CONTRACTOR and others concerned with the work require the inclusion of certain general governing requirements and standards, as a precaution against contingency and to provide for the conditions under which the construction and the administration of the work will be carried out.

General requirements for the quality of the work, when not otherwise covered in more specific detail in the specifications, will be governed by acceptable standards of the trade.

These specifications consider the project as a whole and assume its completion under a general contract. Further, the scope of subcontracts and the quantities of materials and labor supplied to the CONTRACTOR by others are assumed to be matters governed by agreement between the CONTRACTOR and his Subcontractors and suppliers and not by agreement between the CITY and any Subcontractor or suppliers.

Various sections of the construction specifications are intended to govern only the quality of work and/or materials incidental to the particular branch of work mentioned in the section title. Sections are not intended as itemizations of the work materials to be furnished or to limit or define the scope of any subcontract or agreement to furnish material and labor.

The furnishing of all items of material, labor, equipment and/or incidentals necessary to the completion of the work as a whole will be expected when such items are called for on the drawings by diagram, note or schedule, are listed in the specifications, or are reasonably inferred by either or a combination of both.

During the construction operations under this contract, the CITY may elect to contract other work for the project. The CONTRACTOR shall coordinate his operations with those of any other such CONTRACTORS as well as any work of constructing or adjusting utilities by any

other authorities, to the end that the least practical handicap to the work of all such CONTRACTORS or authorities will result.

12. PROJECT COORDINATION

The CONTRACTOR shall coordinate construction operations that are dependent upon each other for proper installation, connection and operation. The CONTRACTOR shall make adequate provisions to accommodate items scheduled for later installation.

The CONTRACTOR shall inspect both the substrate and conditions under which the work is to be performed. The CONTRACTOR shall not proceed until unsatisfactory conditions have been corrected in an acceptable manner.

The CONTRACTOR shall inspect materials or equipment immediately upon delivery and again prior to installation. The CONTRACTOR shall reject damaged and defective items.

The CONTRACTOR shall supervise construction activities to ensure that no part of the construction is subject to deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following: Unprotected storage, Improper shipping and handling, Theft, Vandalism.

13. COORDINATION WITH UTILITY COMPANIES

CONTRACTOR shall coordinate with all utility installations. CONTRACTOR shall notify the appropriate utility companies, in writing, adequately in advance of the time frame set aside for such utility installation. The utility companies referred to herein shall include, but not be limited to, Power, Gas, Telephone, and Cable Television. CONTRACTOR shall coordinate the installation of "sleeves" for the utility companies as may be required.

CONTRACTOR shall supply the CITY with copies of all correspondence notifying the utility companies of his intended schedule of construction and the expected date for their respective utility installations. Written notices shall be sent to the utility companies at sixty (60) days, thirty (30) days and two (2) weeks prior to the time at which the utility installation should begin.

14. SUPERVISION

CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

If the CONTRACTOR, in the course of the work, finds any discrepancy between the drawings and the physical conditions of the locality, or any errors or omissions in the drawing or in layout as given by points and instructions, it shall be his duty to immediately inform the Project Representative, in writing, and the Project Representative will promptly verify the same. Any work done after such discovery, until authorized, will be done at the CONTRACTORS' risk.

15. CONSTRUCTION SUPERINTENDENT

CONTRACTOR shall employ a Construction Superintendent who shall be present on-site or available throughout the duration of the project and shall remain associated with the project until completion unless otherwise requested to be replaced by the CITY. The superintendent shall be experienced in the work required and perform all coordination activities generally conducted by project superintendents including, but not limited to, subcontractor coordination, utility installations, inspections, testing, material deliveries, etc. The superintendent shall be present at the pre-construction meeting and shall remain on the project until completion. The owner reserves the right to request a resume of experience for the superintendent including, but not limited to, requesting references from recent projects. Substitution of superintendents after the start of the work shall be approved by the owner in advance. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

16. WAGE RATES/EQUAL EMPLOYMENT OPPORTUNITY

Wage rates for laborers, mechanics and apprentices shall not be less than those established by the Florida Department of Labor and Employment Security and/or the United States Department of Labor for this work, as may be attached hereto. The CONTRACTOR must ensure Equal Employment Opportunity as part of the awarded contract and also subcontracts awarded by the CONTRACTOR.

17. SUBCONTRACTS

The CONTRACTOR shall, as soon as practicable after signing the contract, notify the Project Representative in writing of any changes in the names of subcontractors proposed for the work as listed on the bid form. The CONTRACTOR shall not employ subcontractors, unless they are approved by the Project Representative.

The CONTRACTOR agrees that he is as fully responsible to the CITY for the acts and omissions of his subcontractors and of persons, either directly or indirectly, employed by them, as he is for the acts and omissions of persons directly employed by him.

Nothing contained in the contract documents shall create any contractual relation between any subcontractors and the CITY.

18. PRE-CONSTRUCTION MEETING

The CITY shall schedule a meeting after the Notice of Award. The Project Representative, Engineer, and CONTRACTOR shall attend this mandatory meeting. The following items shall be completed:

- a. Submission of list of Subcontractors, Schedule of Values and Progress Schedule.
- b. Designation of Personnel representing the parties in Contract, and the Engineer.
- c. Use of premises by CITY and the CONTRACTOR.
- d. Survey layout and scheduling.
- e. Security and housekeeping procedures.
- f. Requirements for start-up of equipment.
- g. Inspection and acceptance of equipment put into service during construction period.

At least ten (10) days before submission of the first Application for Payment a conference attended by CONTRACTOR, Engineer and others as appropriate will be held to finalize the schedules submitted by CONTRACTOR. The finalized progress schedule will be acceptable to Engineer as providing an orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on Engineer responsibility for the progress or scheduling of the Work nor relieve CONTRACTOR from full responsibility thereto. The finalized schedule of Shop Drawing submissions will be acceptable to Engineer as providing a workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to Engineer as to form and substance.

19. ORDER OF COMPLETION

The CONTRACTOR shall submit at such times as may be requested by the Project Representative, schedules which shall show the order in which the CONTRACTOR proposes to carry on the work with dates on which the CONTRACTOR will start the several parts of the work and estimated dates of completion of the several parts. The CITY retains the right to dictate to the CONTRACTOR the order of completion of the work.

20. MATERIALS AND EQUIPMENT SCHEDULES

As soon as practicable and within ten (10) days after the date of award of contract and before any material or equipment is purchased, the CONTRACTOR will submit to the CITY for approval a complete list, in triplicate, of materials to be incorporated in the work and samples of each listed material. The list shall include catalog numbers, cuts, diagrams; drawings and such other descriptive data as may be required. No consideration will be given to partial lists submitted from time to time. Approval of materials will be based on manufacturers' published ratings. Any materials listed that are not in accordance with the specification requirements may be rejected.

When one or more manufacturer's items are specified, it shall be understood that the item(s) so specified are hereby approved as to suitability and no substitutions will be permitted unless followed by such qualifying phrases as equal "approval equal" or "as approved" in which case the approval of the CITY for items not specified shall be obtained before they may be used.

21. CONTRACTOR'S REQUESTS FOR INTERPRETATION (RFIs)

Should CONTRACTOR be unable to determine from the Contract Documents the exact material, process, or system to be installed; or when the elements of construction are required to occupy the same space (interference); or when an item of Work is described differently at more than one place in the Contract Documents; the CONTRACTOR shall request that the Architect/Engineer (AE), or CITY Representative, make an interpretation of the requirements of the Contract Documents to resolve such matters. CONTRACTOR shall comply with procedures specified herein to make Requests for Interpretation (RFIs).

- a. Submission of RFIs: RFIs shall be prepared and submitted on a form provided by the CITY.
 - i. Forms shall be completely filled in, and if prepared by hand, shall be fully legible after copying by xerographic process.
 - ii. Each RFI shall be given a discrete, consecutive number.

- iii. Each page of the RFI and each attachment to the RFI shall bear the CITY's project name, project number, date, RFI number and a descriptive title.
- iv. CONTRACTOR shall sign all RFIs attesting to good faith effort to determine from the Contract Documents the information requested for interpretation. Frivolous RFIs shall be subject to reimbursement from CONTRACTOR to CITY for fees charged by A/E, A/E consultants and other design professionals engaged by the CITY.
- b. Subcontractor-Initiated and Supplier-Initiated RFIs: RFIs from subcontractors and material suppliers shall be submitted through, be reviewed by and be attached to an RFI prepared, signed and submitted by CONTRACTOR. RFIs submitted directly by subcontractors or material suppliers will be returned unanswered to the CONTRACTOR.
 - i. CONTRACTOR shall review all subcontractor- and supplier-initiated RFIs and take actions to resolve issues of coordination, sequencing and layout of the Work.
 - ii. RFIs submitted to request clarification of issues related to means, methods, techniques and sequences of construction or for establishing trade jurisdictions and scopes of subcontracts will be returned without interpretation. Such issues are solely the CONTRACTOR'S responsibility.
 - iii. CONTRACTOR shall be responsible for delays resulting from the necessity to resubmit an RFI due to insufficient or incorrect information presented in the RFI.
- c. Requested Information: CONTRACTOR shall carefully study the Contract Documents to ensure that information sufficient for interpretation of requirements of the Contract Documents is not included. RFIs that request interpretation of requirements clearly indicated in the Contract Documents will be returned without interpretation.
 - i. In all cases in which RFIs are issued to request clarification of issues related to means, methods, techniques and sequences of construction, for example, pipe and duct routing, clearances, specific locations of Work shown diagrammatically, apparent interferences and similar items, the CONTRACTOR shall furnish all information required for the A/E or CITY's Representative to analyze and/or understand the circumstances causing the RFI and prepare a clarification or direction as to how the CONTRACTOR shall proceed.
 - ii. If information included with this type RFI by the CONTRACTOR is insufficient, the RFI will be returned unanswered.
- d. Unacceptable Uses for RFIs: RFIs shall not be used to request the following:
 - i. Approval of submittals
 - ii. Approval of substitutions
 - iii. Changes that entail change in Contract Time and Contract Sum
 - iv. Different methods of performing Work than those indicated in the Contract Drawings and Specifications

- e. Disputed Requirements: In the event the CONTRACTOR believes that a clarification by the CITY's A/E, or Representative, results in additional cost or time, CONTRACTOR shall comply with the method for requesting a Change Order.
- f. RFI Log: CONTRACTOR shall prepare and maintain a log of RFIs, and at any time requested by the CITY's Representative, the CONTRACTOR shall furnish copies of the log showing all outstanding RFIs.
- g. Review Time: Architect/Engineer or CITY Representative (CITY) shall return RFIs to CONTRACTOR and within five (5) calendar days of receipt. RFIs received after 12:00 noon shall be considered received on the next regular working day for the purpose of establishing the start of the five-calendar day response period.

22. SUBMITTAL REQUIREMENTS OF CONTRACTOR

After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, CONTRACTOR shall submit to Engineer for review in accordance with the accepted schedule of Shop Drawing submissions, or for other appropriate action if so indicated in the Special Conditions, five copies (unless otherwise specified in the General Requirements) of all Shop Drawings, which will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as Engineer may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable Engineer to review the information as required.

CONTRACTOR shall also submit to Engineer for review with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.

Before submission of each Shop Drawing or sample CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

At the time of each submission, CONTRACTOR shall give Engineer specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and in addition, shall cause a specific notation to be made on each Shop Drawing submitted to Engineer for review of each such variation.

Engineer will review with reasonable promptness Shop Drawings and samples, but Engineer's review will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review of a separate item

as such will not indicate review of the assembly in which the item functions. CONTRACTOR shall make corrections required by Engineer, and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for review. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

Engineer's review of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called Engineer's attention to each such variation at the time of submission as required by this Article and Engineer has given written review each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample review; nor will any review by Engineer relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions herein.

Where a Shop Drawing or sample is required by the Specifications, any related Work performed prior to Engineer's review of the pertinent submission will be the sole expense and responsibility of CONTRACTOR.

23. CHANGES IN THE WORK

Any Change in the Work will be documented in writing and approved by the CITY in writing. Changes that increase the cost of the work may need to be approved by CITY Commission depending on the dollar value of the increase change order. No work may be performed prior to the change being approved by CITY.

The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the work. All duties, responsibilities and obligations assigned to or undertaken by the CONTRACTOR shall be at his expense without change in the Contract Price.

The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price, shall be delivered in writing to the CITY and the Engineer within fifteen days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five days of such occurrence unless the Engineer allows an additional period of time to ascertain accurate cost data. All claims for adjustments in the Contract Price shall be determined by the Engineer if the CITY and CONTRACTOR cannot otherwise agree on the amount involved. The Engineer(s) decision shall be final and binding. Any change in the Contract Price resulting from any such claim shall be incorporated in a Change Order.

The value of any work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

- a. where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved, or ii. by mutual acceptance of a lump sum, or
- b. on the basis of the cost of the work plus a CONTRACTOR's fee for overhead and profit.

24. DETAIL DRAWINGS AND INSTRUCTIONS

The CITY will furnish, with reasonable promptness, additional instructions by means of drawings or otherwise, necessary for the proper execution of the work. All such drawings and instructions will be consistent with the contract documents, true developments thereof and reasonably inferable therefrom.

25. OWNERSHIP OF DRAWINGS

All drawings, specifications and copies thereof furnished by the CITY are the property of the CITY. They are not to be used on other work and, with the exception of the signed contract set, are to be returned to the CITY, at the request of the CITY upon the completion of the work.

26. SURVEYS, PERMITS AND REGULATIONS

The CITY will furnish horizontal and vertical control necessary to layout the work in an orderly and workmanlike manner.

Horizontal Control furnished by the CITY shall consist of adequately marked property corners or offset corners, with dimensions as shown on the drawings. Vertical Control will consist of benchmarks established within the immediate area of the work.

It shall be the responsibility of the CONTRACTOR to furnish all construction layout of the work, including, but not limited to, layout and elevations for the construction and final grade of the site.

The CONTRACTOR shall maintain and preserve all stakes and marks established by the CITY and should such stakes or marks be carelessly or willfully destroyed or damaged by the CONTRACTOR, said stakes or marks shall be replaced by the CITY at the expense of the CONTRACTOR.

The CONTRACTOR will set the horizontal and vertical control only at the beginning of the job as specified above. Interim staking during the job and all staking and layout work not furnished by the CITY as specified above shall be the responsibility of the CONTRACTOR.

The CITY will furnish all personnel and equipment and materials to make such surveys as are necessary to determine the quantities of work performed.

The CITY will furnish environmental permits unless otherwise specified. The CONTRACTOR shall obtain any and all required permits from all appropriate government agencies.

Work permits and licenses necessary for the prosecution of the work shall be secured and paid for by the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be secured and paid for by the CITY unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the CONTRACTOR observes that the drawings and specifications are at variance therewith, he shall promptly notify the CITY in writing and any necessary changes shall be adjusted as provided in the contract for changes in the work. If the CONTRACTOR performs work knowing it to be contrary to such

laws, ordinances, rules and regulations and without such notice to the CITY, he shall bear all cost arising there from.

27. ROYALTIES AND PATENTS

There may be a design, device, material or process included in these plans and specifications which may be covered by letters, patent or copyright. Prior to use of any design, device, material or process, or its incorporation into the construction, the CONTRACTOR shall secure indemnity from his subcontractors or material suppliers that will protect and save harmless the CITY from all loss on account thereof.

The CONTRACTOR shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the CITY harmless from loss on account thereof, except that the CITY shall be responsible for all such loss when a particular process or the product of a particular manufacturer or manufacturers is specified, but if the CONTRACTOR has information that the process or article specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the CITY.

28. PROTECTION OF WORK AND PROPERTY

The CONTRACTOR shall continuously maintain adequate protection of all his work from damage and shall protect the CITY's property from injury or loss arising in connection with this contract. The CONTRACTOR shall at all times protect all public and privately-owned property, structures, utilities, and work of any kind against damage or interruption of service which may result from the operations of the CONTRACTOR. Damage or interruption to service resulting from failure to do so shall be repaired or restored by or at the expense of the CONTRACTOR except such as may be directly due to errors in the contract documents or caused by the agents or employees of the CITY.

29. DEDUCTIONS FOR UNCORRECTED WORK

If the Project Representative deems it inexpedient to correct work injured or done, not in accordance with the contract, an equitable deduction from the contract price will be made therefore.

30. DELAYS AND EXTENSION OF TIME

If the CONTRACTOR be delayed at any time, in the progress of the work by an act of neglect of the CITY or of his employees, or by any other CONTRACTOR employed by the CITY or by Changes ordered in the work or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the CONTRACTOR's control, or by delay authorized by the Project Representative, or by any cause which the Project Representative may decide to justify the delay, then the time of completion will be extended for any such reasonable time as the Project Representative may decide.

No such extension will be made for delay occurring more than seven (7) days before claim therefore is made in writing to the CITY. In the case of a continuing cause or delay, only one claim is necessary.

If no schedule or agreement stating the dates upon which drawings shall be furnished is made, then no claim for delay will be allowed on account of failure to furnish drawings until two weeks after demand for such drawings and not then unless such claims be reasonable.

31. CORRECTION OF WORK BEFORE FINAL PAYMENTS

The CONTRACTOR shall promptly remove from the premises all materials condemned by the Project Representative as failing to conform to the contract, whether incorporated in the work or not, and the CONTRACTOR shall promptly replace and re-execute his own work in accordance with the contract and without expense to the CITY and shall bear the expense of making good all work of other CONTRACTORS destroyed or damaged by such removal or replacement.

If the CONTRACTOR does not correct such condemned work and material within a reasonable time fixed by written notice, the CITY may correct it at the expense of the CONTRACTOR. If the CONTRACTOR does not pay the expense of such correction within three (3) days thereafter, the CITY may, upon three (3) days written notice, deduct all the cost and expenses that should have been borne by the CONTRACTOR.

32. THE CITY'S RIGHT TO DO WORK

If the CONTRACTOR should neglect to prosecute the work properly or fail to perform any provision of this contract, the CITY after three (3) days written notice to the CONTRACTOR, may, without prejudice to any other remedy he may have, make good such deficiencies at the CONTRACTOR's expense.

33. SUSPENSION OF WORK

The CITY may at any time suspend the work or any part thereof by giving five (5) days notice to the CONTRACTOR in writing. The work shall be resumed by the CONTRACTOR within ten (10) days after the date fixed in a written notice to resume work from the

CITY to the CONTRACTOR. The CITY will reimburse the CONTRACTOR for expense incurred by the CONTRACTOR in connection with the work under this contract as a result of such suspension unless the suspension was recommended to the CITY by the Project Representative to enforce the contract or for any violation of the contract.

34. REMOVAL OF EQUIPMENT

In the case of annulment of this contract before completion, from any cause whatever, the CONTRACTOR, if notified to do so by the CITY, shall promptly remove any part or all of his equipment and supplies from the property of the CITY, failing which, the CITY will have the right to remove such equipment and supplies at the expense of the CONTRACTOR.

35. USE OF COMPLETED PORTIONS

Use by CITY of any finished part of the Work, which has specifically been identified in the Contract Documents, or which CITY, Engineer and CONTRACTOR agree constitutes a separately functioning and useable part of the Work that can be used by CITY without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:

- a. CITY at any time may request CONTRACTOR in writing to permit CITY to use any such part of the Work which CITY believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees, CONTRACTOR will certify to CITY and Engineer that said part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify CITY and Engineer in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, CITY, CONTRACTOR and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify CITY and CONTRACTOR in writing giving the reasons therefore. If Engineer considers that part of the Work to be substantially complete, the provisions of Substantial Completion will apply with respect to certification of that part of the Work and the division of responsibility in respect thereof and access thereto.
- b. CITY may at any time request CONTRACTOR in writing to permit CITY to take over operation of any such part of the Work although it is not substantially complete. A copy of such request will be sent to Engineer and within a reasonable time thereafter CITY, CONTRACTOR and Engineer shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If CONTRACTOR does not object in writing to CITY and Engineer that such part of the Work is not ready for separate operation by CITY, Engineer will finalize the list of items to be completed or corrected and will deliver such list to CITY and CONTRACTOR together, with a written recommendation as to the division of responsibilities pending final payment between CITY and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the Work, which will become binding upon CITY and CONTRACTOR at the time when CITY takes over such operation (unless they shall have otherwise agreed in writing and so informed Engineer). During such operation and prior to Substantial Completion of such part of the Work, CITY shall allow CONTRACTOR reasonable access to complete or correct items on said list and to complete other related Work.
- c. If CITY finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with this Article; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be cancelled or lapse on account of any such partial use or occupancy.

36. PROMPT PAYMENT

It is the policy of the CITY that payment for all purchases by the CITY shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act.

37. APPLICATION FOR PAYMENT

The CONTRACTOR shall submit to the CITY, at least 20 days before the date established for each progress payment (but not more often than once a month), an Application for Payment filled out and signed by CONTRACTOR covering the work completed as of the date of the Application. Upon review and approval by the CITY and Engineer (if applicable).

The retained percentage (retainage) amount with respect to the progress payments shall initially be 5% unless stated otherwise in the Construction Services Agreement. Retainage amounts and retainage process shall be governed by Florida Statute 255.078 – Public Construction Retainage.

CONTRACTOR shall, before any draw is issued, provide a sworn statement to CITY attesting that all services, materials and labor, furnished to the project to the date of the draw request have been paid for in full, or listing the amounts due for such services, materials and labor, and if any amounts are listed as being due, the CITY shall have the right to pay those amounts directly to the persons to whom they are due, with the balance of the draw amount to be paid to CONTRACTOR, and if the draw is insufficient to pay the amounts then due for services, materials and labor, the CITY shall pay those to whom such amounts are due on a pro rata basis until the draw is exhausted, and any remaining amounts due others shall be paid first out the next draw due.

The CITY shall not be required to issue progress payments pursuant to the draw schedule until the CITY has verified, by on-site inspection, that construction has in fact progressed to the stage at which a draw is required and that the work done and materials furnished are in compliance with the Contract Documents, and all applicable technical codes. The final draw due upon “completion” shall not be payable until the CITY, its Project Representative or Engineer of Record has determined the work has been completed in accordance with the Contract Documents and a Certificate of Completion has been issued by the CITY.

38. PAYMENTS WITHHELD

The CITY may withhold or, on account of subsequently discovered evidence, recover the whole or part of any payment to such an extent as may be necessary to protect the CITY from loss on account of—

- a. Defective work not remedied.
- b. Claims filed or reasonable evidence indicating probable filing of claims.
- c. Failure of the CONTRACTOR to make payments properly to subcontractors or for materials or labor.
- d. The Project Representative's opinion that the contract cannot be completed for the balance then unpaid.
- e. Damage to another CONTRACTOR.

- f. Failure to maintain adequate progress. vii. Damage to the building resulting from the negligence of the CONTRACTOR.

When the above grounds are removed, payment will be made for amounts withheld because of them.

39. FINAL PAYMENT APPLICATION

Administrative actions and submittals that must precede or coincide with submittal of the final payment Application for Payment include the following:

- a. Completion of Project closeout requirements.
- b. Completion of items specified for completion after Substantial Completion.
- c. Assurance that unsettled claims will be settled.
- d. Transmittal of required project construction records to CITY.
- e. Final Clean Up as outlined in these General Conditions

Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, Engineer will make a final inspection with CITY and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

After CONTRACTOR has completed all such corrections to the satisfaction of Engineer and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, marked-up record documents and other documents--all as required by the Contract Documents, and after Engineer has indicated that the Work is acceptable (subject to the provisions under Waiver of Claims), CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to CITY) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by CITY, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which CITY or CITY's property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any Subcontractor Supplier fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to CITY to indemnify CITY against any Lien.

If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation--all as required by the Contract Documents, Engineer is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application to CITY for payment. Thereupon Engineer will give written notice to CITY and CONTRACTOR that the Work is acceptable subject to the provisions found under "Waiver of Claims". Otherwise, Engineer will return the Application to CONTRACTOR, indicating in writing the reasons for

refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. Thirty days after presentation to CITY of the Application and accompanying documentation, in appropriate form and substance, and with Engineer's recommendation and notice of acceptability, the amount recommended by Engineer will become due and will be paid by CITY to CONTRACTOR.

If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if Engineer so confirms, CITY shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of Engineer, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by CITY for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

40. CONTRACTOR'S CONTINUING OBLIGATION

CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by Engineer, nor the issuance of a certificate of Substantial Completion, nor any payment by CITY to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by CITY, nor any act of acceptance by CITY nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by Engineer, nor any correction of defective Work by CITY will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents (except as provided under Waiver of Claims)

41. DAMAGES

Any claim for damage arising under a resulting Agreement shall be made in writing to the party liable within ten (10) days after the first observance of such damage and not later than the time of final payment, except as expressly stipulated otherwise in the case of faulty work or materials.

42. EQUIPMENT STARTUP

Equipment startup shall be in accordance of the manufacturer's recommendations, and as required to demonstrate performance to the Engineer and CITY in accordance with the specifications. The CONTRACTOR shall provide 30-days notice to the Engineer and CITY of the date on which all equipment and systems will be ready for startup. The startup date shall be arranged as required by the CITY's operational schedule with consideration of the schedule needs of the Engineer and CONTRACTOR.

43. COMPLETION OF WORK

The CONTRACTOR shall be considered "substantially complete" when the equipment and systems have been used without failure for seven (7) continuous days, and in the opinion of the CITY, its Project Representative or Engineer of Record, all work has been completed in general

accordance with the plans and specifications and all test reports, inspections, etc. have been completed and delivered to the Engineer. Substantial completion shall also mean that degree of completion which allows the CITY to occupy and use the facilities. When the Engineer deems the work to be "substantially complete" he shall indicate this to the CITY in writing with copies to the CONTRACTOR. The date of contract completion shall be the same date at which the CONTRACTOR is considered substantially complete by the Engineer.

44. ACCEPTANCE OF FINISHED WORK

The CITY shall make final acceptance inspection of the Project covered by this Contract when the Project is completed and finished in all respects in accordance with the Contract Documents. CONTRACTOR shall furnish to the Engineer or CITY Representative a complete set of As-Built drawings. These drawings shall be prepared by a licensed Surveyor in the State of Florida and shall be submitted to the Engineer within five (5) days following the completion of the work.

45. FINAL CLEAN UP

The CONTRACTOR shall complete all cleaning operations before requesting final inspection.

The CONTRACTOR shall, as directed by the Project Representative, remove from the CITY's property and from all public and private property, at his own expense, all temporary structures, rubbish, and waste materials resulting from his operation.

The CONTRACTOR shall remove temporary protection and facilities installed for protection of the work during construction.

The CONTRACTOR shall comply with all regulations of authorities having jurisdiction and safety standards for cleaning. The CONTRACTOR shall not burn waste materials. The CONTRACTOR will not discharge volatile, harmful or dangerous materials into drainage systems. The CONTRACTOR will remove all waste materials from the site and dispose of in a lawful manner. Materials of value remaining after completion of associated work will become the owner's property. The CONTRACTOR will arrange for the disposition of these materials as directed by the CITY.

The CONTRACTOR shall rake the grounds that are neither paved nor planted to a smooth, even textured surface.

46. TREES

It shall be the responsibility of the CONTRACTOR to protect all trees within the limits of the work and as designated by the Project Representative.

47. GUARANTY

CONTRACTOR warrants and guarantees to CITY that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in the paragraph in this section labeled 'Inspections, Correction, Removal Of Defective Work'.

All equipment, materials and installation and workmanship furnished by the CONTRACTOR under the terms of the Contract, shall be guaranteed by the CONTRACTOR against defective workmanship, mechanical and physical defects, leakage, breakage and other damages and failure, under normal operation for a period of two (2) years or as otherwise specified in the Technical Specifications and after the date of acceptance thereof by the CITY, and each item of equipment or materials and installation proving to be defective within the specified period of guaranty shall be replaced, without cost to the CITY, by the CONTRACTOR or by the Surety. The period of guaranty of such replacement shall be from and after the date of final acceptance of the Project by the CITY, provided however, that where any item or equipment or material comes with a manufacturer's warranty of two (2) years or longer, that warranty shall take precedence over the warranty of CONTRACTOR hereunder.

48. INDEMNITY

The CONTRACTOR agrees to make payment of all proper charges for labor required in the aforementioned work and defend, indemnify, and save harmless the CITY and Engineer 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 and Engineer 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 the Contract, or through the negligence of the CONTRACTOR in the performance of its duties under this Contract, or through any act or omission on the part of the CONTRACTOR, his agents, employees, or servants or subcontractors.

Provided, however, if this Contract is deemed, by a court of competent jurisdiction, to be a construction contract for the purposes of Section 725.06, Florida Statutes, any obligation of the CONTRACTOR to defend, indemnify or hold harmless an CITY and Engineer shall be limited to an obligation to indemnify and hold harmless the CITY and Engineer, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of this Contract.

49. ASSIGNMENT

Neither party to the contract shall assign the contract or sublet it as a whole without the written consent of the other, nor shall the CONTRACTOR assign any moneys due, or to become due to him hereunder, without the previous written consent of the Project Representative.

50. RIGHTS OF VARIOUS INTERESTS

Wherever work being done by the CITY's forces, or by the other CONTRACTORs, is contiguous to work covered by this contract, the respective rights of the various interests involved will be established by the Project Representative, to secure the completion of the various portions of the work in general harmony.

51. SEPARATE CONTRACTS

The CITY reserves the right to let other contracts in connection with this work. The CONTRACTOR shall afford other CONTRACTORs reasonable opportunity for the introduction

and storage of their materials and the execution of their work, and shall properly conduct and coordinate his work with theirs.

If any part of the CONTRACTOR's work depends, for proper execution or results upon the work of any other CONTRACTOR, the CONTRACTOR shall inspect and promptly report to the Project Representative any defects in such work that render it unsuitable for such proper execution and results. His failure to so inspect and report shall constitute an acceptance of the other CONTRACTOR's work as fit and proper for the reception of his work, except as to defects which may develop in the other CONTRACTOR's work after the execution of the work.

To ensure the proper execution of his subsequent work, the CONTRACTOR shall measure work already in place and shall at once report to the Project Representative any discrepancy between the executed work and the drawings.

52. LANDS FOR WORK

The CITY will provide the lands upon which the work under this contract is to be done, except that the CONTRACTOR shall provide land required for the erection of temporary construction facilities and storage of his material, together with right of access to same.

53. ACCESS TO RECORDS

The CITY, the Florida Department of State, or any of their duly authorized representatives shall have access to any books, documents, papers or any other records prepared by the CONTRACTOR that are directly pertinent to the work produced under this Agreement for making audit, examination, excerpts and transcription. Such records will be maintained for five (5) years after the completion of the work and until claims or audit findings have been resolved which were initiated prior to the expiration of the five (5) year period.

54. EXECUTION, CORRELATION AND INTENT OF DOCUMENTS

The Agreement shall be signed in quadruplicate by the CITY and the CONTRACTOR. The Contract Documents comprise the entire agreement between CITY and CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the Project.

It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or Laws or Regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by

reference in the Contract Documents) shall be effective to change the duties and responsibilities of CITY, CONTRACTOR or Engineer, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to Engineer, or any of Engineer's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of these Supplemental Conditions. Clarifications and interpretations of the Contract Documents shall be issued by Engineer.

If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so report to Engineer in writing at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from Engineer; however, CONTRACTOR shall not be liable to CITY or Engineer for failure to report any conflict, error or discrepancy in the Contract Documents unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

55. CONTRACTOR'S UNDERSTANDING

CONTRACTOR has visited the site, has called for utility locates and has familiarized itself with the local conditions under which the work is to be performed, both underground and above ground and both on and off premises and has correlated these observations with the requirements of the proposed contract documents; all as considered necessary or pertinent to the work, and any failure to thus make all such prior investigations and studies shall in no way act as a waiver of any of the terms of the contract. No verbal agreement or conversation with any officer, agent or employee of the CITY, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained

56. FAMILIARITY WITH LAWS

The CONTRACTOR is required to be familiar with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the CONTRACTOR will in no way relieve him from responsibility.

57. SALES TAX

The CONTRACTOR is required to pay Florida sales and use taxes on all materials purchased for this project unless otherwise specified in the document. All Florida sales and use taxes will be included in the submitted bid price(s).

58. CLARIFICATIONS AND INTERPRETATIONS OF CONTRACT DOCUMENTS

It is the duty of the CONTRACTOR to notify the Engineer, in writing, in the event of any doubt or question as to the true meaning of any provision in the Contract Documents. The Engineer's decision thereon shall be final. Annotated dimensions on drawings shall govern and work not dimensioned shall be as clarified by the Engineer. Work not particularly shown or specified shall be the same as similar parts that are shown or specified. Materials or work described in words which have a well-known technical or trade meaning shall be deemed to refer to such recognized standard.

Engineer will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as Engineer

may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or an extension of the Contract Time then CONTRACTOR shall notify CITY in accordance with the Agreement.

Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work there under. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims in respect of changes in the Contract Price or Contract Time will be referred initially to Engineer in writing with a request for a formal decision in accordance with this paragraph, which Engineer will render writing within a reasonable time. Written notice of each such claim, dispute and other matters will be delivered by the claimant to Engineer and the other party to the Agreement promptly (but in no event later than thirty days) after the occurrence of the event giving rise thereto, and written supporting data will be submitted to Engineer and the other party within sixty days after such occurrence unless Engineer allows an additional period of time to ascertain more accurate data in support of the claim.

When functioning as interpreter and judge under this Article, Engineer will not show partiality to CITY or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by Engineer pursuant this Article with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as permitted by the Agreement.) will be a condition precedent to any exercise by CITY or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute or other matter.

59. LIMITATIONS ON ENGINEER'S RESPONSIBILITIES

Neither Engineer's authority to act nor any decision made by Engineer in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of Engineer to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.

Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of Engineer as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating other-wise). The use of any such term or adjective shall not be effective to assign to Engineer any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of this Article.

Engineer will not be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and Engineer will not be responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.

Engineer will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

60. SAFETY AND PRECAUTION

CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- a. all employees on the Work and other persons and organizations who may be affected thereby;
- b. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and iii. other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph caused, directly or in this Article directly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of CITY or Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR). CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to CITY and CONTRACTOR that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

CONTRACTOR shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR's superintendent unless otherwise designated in writing by CONTRACTOR to CITY.

In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from Engineer or CITY, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give

Engineer prompt written notice that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If Engineer determines that a change in the

Contract Documents is required because of the action taken in response to an emergency, a Work Directive Change or Change Order will be issued to document the consequences of the changes or variations.

61. RECORD DOCUMENTS

CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, reviewed Shop Drawings, Change Orders, Work Directive Changes, Field Orders and written interpretations and clarifications in good order and annotated to show all changes made during construction. These record documents together with all reviewed samples and a counterpart of all reviewed Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents or as-builts, samples and Shop Drawings will be delivered to Engineer for CITY. Upon delivery of such documents to Engineer, the CONTRACTOR shall provide a written certification, signed and dated, that all documents accurately and completely reflect all deviations from or changes in the original Contract Documents made during construction of the project.

Record documents shall be up-to-date and available for review by the resident project representative prior to each application for progress payment. Payment will not be made for construction of items not shown on the record documents.

These requirements also supplement those of Item 66. Not less than two percent (2%) of the contract price shall be retained until correct record drawings, specifications, addenda, modifications and shop drawings are delivered to and reviewed by the Engineer.

62. PHYSICAL CONDITIONS-UNDERGROUND FACILITIES

Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site are based on information and data furnished to CITY or Engineer by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

- a. CITY and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and
- b. CONTRACTOR shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Facilities shown or indicated in the Contract Documents, for coordination of the Work with the owners of such Underground Facilities during construction, for the safety and protection thereof and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

The word facility as used in this subsection titled "Utilities" includes any pipe conveying gases or liquids and appurtenances attached thereto; cables, conduits, wires, ducts and appurtenances; poles and appurtenances; any of which may be buried below grade or installed at or above grade level. A facility excludes irrigation pipes, service connections and traffic signal wiring. A service connection is a pipe (excluding irrigation pipes), cable, wire, duct or conduit that is intended to connect a facility with a user. The word Utility as used in this subsection titled

"Utilities" refers to the entity having legal ownership of the facility, service connection, irrigation pipe, or traffic signal wiring.

The Engineer has endeavored to determine the existence of underground facilities at the site of the work from the records of the utilities with known facilities in the vicinity of the work. The position of these facilities as derived from such records is shown on the plans. Service connections, irrigation pipes, and traffic signal wiring may not be shown on the plans. The CONTRACTOR shall make his own investigations, including exploratory excavations and contact with Utilities, to determine the exact locations and type of existing facilities, service connections, irrigation pipes, and traffic signal wiring prior to commencing work in the area and shall be responsible for any damage thereto.

Damage, injury, or loss resulting in whole or in part from the CONTRACTOR's failure to locate and preserve a facility, service connection, irrigation pipe, or traffic signal wiring shall under no circumstances be deemed attributable to the fault of the Drawings or Specifications or to the acts or omissions of the CITY or Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable.

With respect to underground facilities, no claim for a change in the contract price may be allowed unless the CONTRACTOR discovers an underground facility which is not indicated or referred to in the Contract Documents or which is in a position differing materially and significantly from that indicated or referred to in the Contract Documents. If such discovery is made, the CONTRACTOR shall promptly notify in writing the CITY, Engineer and the Utility. The CITY may make changes in the alignment and grade of the work.

At no additional cost to the CITY, the CONTRACTOR shall replace, remove, relocate, protect, or temporarily maintain a facility which is not in a position differing materially and significantly from that indicated or referred to in the Contract Documents. At no additional cost to the CITY, the CONTRACTOR shall adjust the top elevation of all valve boxes and manholes to match the finish grade or pavement surface and shall replace, remove, relocate, protect, or temporarily maintain all service connections, irrigation pipes, and traffic signal wiring. The work on the facility, service connection, irrigation pipe or traffic signal wiring shall be done in a manner satisfactory to the Utility, it being understood that the Utility has the option of doing such work with his own forces, or permitting the work to be done by the CONTRACTOR.

63. PHYSICAL CONDITIONS

- a. Exploration and Reports: Reference is made in the Special Conditions to those reports of exploration and tests of subsurface conditions at the site that have been utilized by Engineer in preparation of the Contract Documents. Such reports are not guaranteed as to accuracy or completeness and are not part of the Contract Documents.
- b. Unforeseen Conditions: CONTRACTOR shall promptly notify CITY and Engineer in writing of any subsurface or latent physical conditions at the site or in an existing structure differing materially from those indicated or referred to in the Contract Documents. Engineer will promptly review those conditions and advise CITY in writing if further investigation or tests are necessary.

Promptly thereafter, CITY shall obtain the necessary additional investigations and tests and furnish copies to Engineer and CONTRACTOR. If Engineer finds that the results of such investigations or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by CONTRACTOR, a Change Order shall be issued incorporating the necessary revisions.

64. REVIEW OF APPLICATION FOR PROGRESS PAYMENT

Engineer will, within ten days after receipt of each Application for Payment, to either indicate in writing a recommendation of payment and present the Application to CITY, or return the Application to CONTRACTOR indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

Ten (10) days after presentation of the Application for Payment with Engineer's recommendation, the amount recommended will become due and when due will be paid by CITY to CONTRACTOR.

Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to CITY, based on Engineer's on-site observations of the Work in progress as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of Engineer's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work, and to any other qualifications stated in the recommendation); and that CONTRACTOR is entitled to payment of the amount recommended. However, by recommending any such payment Engineer will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents or that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by CITY or CITY to withhold payment to CONTRACTOR.

Engineer's recommendation of final payment will constitute an additional representation by Engineer to CITY that the conditions precedent to CONTRACTOR's being entitled to final payment have been fulfilled.

Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make such representations to CITY. Engineer may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or test, nullify any such payment previously recommended; to such extent as may be necessary in Engineer's opinion to protect CITY from loss.

CITY may refuse to make payment of the full amount recommended by Engineer because claims have been made against CITY on account of CONTRACTOR's performance or furnishing of the

Work or Liens have been filed in connection with the Work or there are other items entitling CITY to a set-off against the amount recommended, but CITY must give CONTRACTOR immediate written notice (with a copy to Engineer) stating the reasons for such action.

65. SUBSTANTIAL COMPLETION

When CONTRACTOR considers the entire Work ready for its intended use, CONTRACTOR shall notify CITY and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that Engineer issue a certificate of Substantial Completion. Within a reasonable time thereafter, CITY, CONTRACTOR and Engineer shall inspect the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify CONTRACTOR in writing giving the reasons therefore. If Engineer considers the Work substantially complete, Engineer will prepare and deliver to CITY a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. CITY shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within fourteen days after submission of the tentative certificate to CITY notify CONTRACTOR in writing, stating the reasons therefore. If, after consideration of CITY's objections, Engineer considers the Work substantially complete, Engineer will within said fourteen days execute and deliver to CITY and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from CITY. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to CITY and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between CITY and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties. Unless CITY and CONTRACTOR agree otherwise in writing and so inform Engineer prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendations will be binding on CITY and CONTRACTOR until final payment.

CITY shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but CITY shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

66. INSPECTIONS, CORRECTION, REMOVAL OF DEFECTIVE WORK

Engineer and Engineer's representatives, other representatives of CITY, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide proper and safe conditions for such access.

CONTRACTOR shall give Engineer timely notice of readiness of the Work for all required inspections or tests.

If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefore, pay all costs in connection therewith and furnish Engineer the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with CITY's or Engineer's acceptance of a Supplier of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. The cost of all inspections, tests and approvals in addition to the above which are required by the Contract Documents shall be paid by CITY (unless otherwise specified).

All inspections, tests or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to CITY and CONTRACTOR (or by Engineer if so specified).

If any Work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation. Such uncovering shall be at CONTRACTOR's expense unless CONTRACTOR has given Engineer timely notice of CONTRACTOR's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

Neither observations by Engineer nor inspections, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR's obligations to perform the Work in accordance with the Contract Documents.

If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at CONTRACTOR's expense.

If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, CONTRACTOR, at Engineer's request, shall uncover, expose or otherwise make available for observation, inspection or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, (including but not limited to fees and charges of engineers, architects, attorneys and other professionals), and CITY shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefore as provided in Special Conditions. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefore as provided in Special Conditions.

If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, CITY may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this

right of CITY to stop the Work shall not give rise to any duty on the part of CITY to exercise this right for the benefit of CONTRACTOR or any other party.

If required by Engineer, CONTRACTOR shall promptly either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by Engineer, remove it from the site and replace it with non-defective Work. CONTRACTOR shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

67. ACCEPTANCE OF DEFECTIVE WORK; CORRECTION OF DEFECTIVE WORK BY THE CITY

If, instead of requiring correction or removal and replacement of defective Work, CITY (and, prior to Engineer's recommendation of final payment) prefers to accept it, CITY may do so. CONTRACTOR shall bear all direct, indirect and consequential costs attributable to CITY's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness and to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals). If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and CITY shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, CITY may make a claim. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to CITY.

If CONTRACTOR fails within a reasonable time after written notice of Engineer to proceed to correct and to correct defective Work or to remove and replace rejected Work as required by Engineer, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, CITY may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph CITY shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, CITY may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which CITY has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow CITY, CITY's representatives, agents and employees such access to the site as may be necessary to enable CITY to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of CITY in exercising such rights and remedies will be charged against CONTRACTOR in an amount approved as to reasonableness by Engineer, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and CITY shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, CITY may make a claim. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's defective Work. CONTRACTOR shall not be allowed an extension of the

Contract Time because of any delay in performance of the Work attributable to the exercise by CITY of CITY's rights and remedies hereunder.

68. ARBITRATION

Before bringing any action in any court of competent jurisdiction pertaining to any claim, dispute or other matter in question arising out of or relating to the Contract Documents or the breach thereof, in an amount less than \$25,000, except for claims which have been waived by the making and acceptance of final payment, the claimant/objector (Party A) shall first offer to arbitrate the question(s) with the other party to the contract (Party B) by notifying him in writing and setting forth in such notice the question(s) to be arbitrated.

Party B can select to arbitrate or not. If Party B agrees to arbitrate, he shall so advise Party A in writing within ten days after receipt of Party A's notice. Notice by Party B that he does not wish to arbitrate or failure of Party B to notify Party A within the ten-day period will give Party A the right to institute a court action.

If Party B agrees to arbitrate, the arbitration shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association except as modified herein. In such event, the agreement to arbitrate shall be specifically enforceable under the provisions of the Florida Arbitration Code, S682, Fla. Stat., as it may be from time to time amended. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.

If Party B agrees to arbitrate, then Party A shall file its notice of demand for arbitration in writing with Party B and with the American Arbitration Association, and a copy shall be filed with the Engineer. Notice of demand for arbitration shall be served on the parties referred to herein no later than thirty days from the date Party B agrees to arbitrate the issues in question.

Failure to serve the notice of demand for arbitration shall constitute a waiver and abandonment of the claims for which arbitration is sought. Notice of demand for arbitration shall in no event be made on any claim, dispute or other matter in questions which would be barred by the applicable statute of limitations.

If the dollar amount of the claim exceeds \$25,000, arbitration may only be utilized if both Party A and party B agree to arbitrate.

The CONTRACTOR shall carry on the Work and maintain the progress schedule during any arbitration proceedings, unless otherwise mutually agreed in writing.

The Florida Rules of Civil Procedure pertaining to discovery shall apply to both parties during arbitration, and, at the CITY's sole option, any and all arbitration arising out of or relating to any of the Contract Documents or any breach thereof shall include by consolidation, joinder, or joint filing any additional person or entity not a party to this Agreement to the extent necessary for the final resolution of the matter in controversy.

At least one of the members of the arbitration panel must be an attorney licensed to practice law in the State of Florida.

The surety shall be bound by the arbitration award to the same extent as the CONTRACTOR is bound.

The arbitration panel shall submit a written opinion with findings of fact and conclusions of law stating the basis for the decision made, and including an award of arbitration that may be confirmed by a court of competent jurisdiction.

Unless CITY agrees to the contrary, the location of any and all arbitration proceedings shall be in Lake County, Florida.

[End of Supplemental Conditions.]

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.1.

Meeting Date: August 25, 2025

From: Joseph Mera, (Fire Chief)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing applying for and accepting, if awarded, a grant from the Florida Department of Health for the purchase of two (2) Physio-Control LifePak 35 Cardiac Monitor/Defibrillator; and providing an effective date.

Staff Recommendation:

Staffs recommends applying and acceptance, if awarded, of the Florida Department of Health grant and authorizing the purchase of two Physio-Control LifePak 35 Cardiac Monitor/Defibrillator.

Analysis:

The purpose of this grant project is to purchase two (2) Physio-Control LifePak 35 Cardiac Monitor/Defibrillator for providing advanced life support care on EMS calls for service.

Procurement Analysis:

N/A

Options:

1. Approve the application and acceptance of the Florida Department of Health grant and authorize the purchase of two (2) Physio-Control LifePak 35; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The total cost of the Physio-Control LifePak 35 is no greater than \$115,727.30. The State share, if awarded, is \$86,795.48 (75%) and the City of Leesburg match is \$28,931.83 (25%). If approved, a budget adjustment will be processed to add these funds to the current budget.

Account No. 001-0000-337-2200

Project No. FDOH25

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING APPLYING FOR AND ACCEPTING, IF
AWARDED, A GRANT FROM THE FLORIDA DEPARTMENT OF HEALTH
FOR THE PURCHASE OF TWO (2) PHYSIO-CONTROL LIFEPAK 35
CARDIAC MONITOR/DEFIBRILLATOR; AND PROVIDING AN EFFECTIVE
DATE.**

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

THAT the City Commission hereby authorizes the Leesburg Fire Department to apply for, and accept, if awarded a grant from the Florida Department of Health for the purchase of two (2) Physio-Control LifePak 35 Cardiac Monitor/Defibrillator.

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 25th day of August 2025.

Mayor

ATTEST:

City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.2.

Meeting Date: August 25, 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 1 to Public Transportation Grant Agreement (PTGA) FM No. 454122-1-94-01, between the City of Leesburg and the State of Florida Department of Transportation, for the purpose of adding construction funds related to the Veterans Road Infrastructure Project, at the Leesburg International Airport; and providing an effective date.

Staff Recommendation:

Staff recommends execution of Amendment 1 to Public Transportation Grant Agreement (PTGA) FM No. 454122-1-94-01.

Analysis:

In February 2024, The Florida Department of Transportation (FDOT) provided a construction grant for \$800,000.00, based on estimates. Amendment 1 to PTGA FM No. 454122-1-94-01, shall add funding in the amount of \$676,316.00, based on actual construction bids, and additional funds for construction administrative services.

	Total	FDOT Share 80%	Local Share 20%
Construction	\$ 1,784,595.00	\$ 1,427,676.00	\$ 356,919.00
Construction admin	\$ 60,800.00	\$ 48,640.00	\$ 12,160.00
Total Project	\$ 1,845,395.00	\$ 1,476,316.00	\$ 369,079.00
Original PTGA 2024	\$ 1,000,000.00	\$ 800,000.00	\$ 200,000.00
Amendment 1 to PTGA		\$ 676,316.00	\$ 169,079.00

Procurement Analysis:

N/A

Options:

1. Approve and execute Amendment 1 to PTGA Financial No. 454122-1-94-01; or,
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Approval of this grant will bring in an additional \$676,316.00 from FDOT. This is an increase in the estimated grant funding for this project. A budget adjustment will be processed to add these additional funds to the current Airport Capital Projects.

Account No. 048-0000-334-4100

WF No. WF 1444418/2

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AMENDMENT 1 TO PUBLIC TRANSPORTATION GRANT AGREEMENT (PTGA) FM NO. 454122-1-94-01, BETWEEN THE CITY OF LEESBURG AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, FOR THE PURPOSE OF ADDING CONSTRUCTION FUNDS RELATED TO THE VETERANS ROAD INFRASTRUCTURE PROJECT, AT THE LEESBURG INTERNATIONAL AIRPORT; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with the Florida Department of Transportation, whose address is 719 S Woodland Boulevard, DeLand, Florida 32720.

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 25th day of August 2025.

Mayor

ATTEST:

City Clerk

Financial Project Number(s): (item-segment-phase-sequence)	Fund(s):	DDR,DPTO	FLAIR Category:	088719
454122-1-94-01	Work Activity Code/Function:	215	Object Code:	751000
	Federal Number/Federal Award		Org. Code:	55052000531
	Identification Number (FAIN) – Transit only:		Vendor Number:	VF596000362006
Contract Number: G2U30	Federal Award Date:		Amendment No.:	1
CFDA Number: N/A	SAM/UEI Number:			
CFDA Title: N/A				
CSFA Number: 55.004				
CSFA Title: Aviation Grant Program				

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
AMENDMENT TO THE PUBLIC TRANSPORTATION
GRANT AGREEMENT

Form 725-000-03
STRATEGIC
DEVELOPMENT
OGC 03/25

- ___ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
___ *Additional Exhibit(s):

4. Project Cost.

The estimated total cost of the Project is X increased/ ___ decreased by \$845,395 bringing the revised total cost of the project to \$1,845,395.

The Department's participation is X increased/ ___ decreased by \$676,316. The Department agrees to participate in the Project cost up to the maximum amount of \$1,476,316, and, additionally the Department's participation in the Project shall not exceed 80.00% of the total eligible cost of the Project.

Except as modified, amended, or changed by this Amendment, all of the terms and conditions of the Agreement and any amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the day and year written above.

AGENCY City of Leesburg

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name: _____
Title: _____

By: _____
Name: James S. Stroz, Jr., P.E.
Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

Legal Review: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 03/25

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): The Airport has identified the area north of Veterans Road and east of Taxiway Kilo for development of aircraft storage and maintenance hangars for general aviation aircraft. This project consists of construction of a taxilane connection from Taxiway Kilo to the parcels, a vehicle access road from Veterans Road, extension of utility mains for future service connections by others, and all necessary clearing, grubbing and earthwork for the full project area.

B. Project Location (limits, city, county, map): Leesburg International Airport/Leesburg, FL/Lake

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, bid and award services, survey and geotechnical costs, permit preparation and application fees, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, pavement (access roadways, parking lots, and sidewalks), drainage, utilities, primary and back-up power supplies, buildings (foundation, structure, roof, MEP, drainage, and fire prevention and protection), pavement marking, lighting and signage, fencing and gates, landscaping (including outdoor lighting), and indoor/outdoor security systems, including all materials, equipment, labor, and incidentals required to complete this project.

The specifics of the Project Scope for construction are described in and limited by the Contract Drawings Final Design identified as "Veterans Road Hangar Infrastructure at Leesburg International Airport" prepared by GAI Consultants, Inc., signed and sealed on the 23 day of June 2023, together with all plan updates, necessary design variation, exceptions, and change orders approved by the Agency. The Sponsor will comply with Aviation Program Assurances.

D. Deliverable(s): Final close out documents to be uploaded in JACIP.

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): Stored materials unless prior written approval from FDOT is obtained.

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

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SCALE: AS SHOWN
DATE: MARCH 2021

EXHIBIT



gai consultants
8880
100 SOUTH ST. SUITE 100
LEESBURG, FLORIDA 33408
PHONE: (888) 623-8888

SHEET

EXHIBIT

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 03/25

EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
454122-1-94-01	DDR	088719	2026	751000	55.004	Aviation Grant Program	\$676,316.00
454122-1-94-01	DPTO	088719	2024	751000	55.004	Aviation Grant Program	\$800,000.00
454122-1-94-01	LF	088719	2024	751000	55.004	Aviation Grant Program	\$200,000.00
454122-1-94-01	LF	088719	2026	751000	55.004	Aviation Grant Program	\$169,079.00
Total Financial Assistance							\$1,845,395.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$1,476,316.00	\$369,079.00	\$0.00	\$1,845,395.00	80.00	20.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$1,476,316.00	\$369,079.00	\$0.00	\$1,845,395.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	
Common Name/UZA Name (Transit Only)	

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

L. Taylor

Department Grant Manager Name

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 03/25

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 03/25

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation

State Project Title: Aviation Grant Program

CSFA Number: 55.004

***Award Amount:** \$1,476,316

*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.004 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.3.

Meeting Date: August 25, 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 a construction agreement, between the City of Leesburg and Ranger Construction Industries, Inc., for construction of the Veterans Road Infrastructure Project, at the Leesburg International Airport; and providing an effective date.

Staff Recommendation:

Staff recommends execution of the construction agreement with Ranger Construction Industries, Inc.

Analysis:

The Veterans Road Hangar Infrastructure Project entails construction of a taxilane connection from Taxiway Kilo to the parcels, a vehicle access road from Veterans Road, extension of utility mains for future service connections by others, and all the necessary clearing, grubbing and earthwork for the full project area. There will be up to four available (land) parcels for lease, approximately one-half acre each, for others to construct hangars and aprons. A Request for Offers will be issued, and the City/Airport will negotiate lease terms with those deemed to be the highest and best aeronautical uses.

Procurement Analysis:

The Purchasing department issued ITB# 2502001 on June 25, 2025. On July 29, 2025, at 11:00 AM, the City held a public bid opening via Zoom. Six bids were opened and read. Ranger Construction Industries, Inc. has been deemed the low responsive bidder. The Engineers have made a Recommendation of Award (ROA) to Ranger Construction Industries, Inc. The ROA and complete bid tabulation are attached.

Bidder	Bid Price
Ranger Construction Industries, Inc.	\$ 1,784,595.00
Bulldog Sitework, LLC.	\$ 1,938,160.73
Dickerson Infrastructure, Inc.	\$ 2,271,247.50
Faden Builders, Inc.	\$ 2,587,952.48
Hubbard Construction Company	\$ 2,630,950.27
Cathcart Construction Company	\$ 3,202,897.00

Options:

1. Approve and execute the construction agreement with Ranger Construction Industries, Inc.; or,
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

This project is funded 80% or \$1,427,676.00 by an FDOT reimbursable grant. The Airport's local share is \$356,919.00.

Account No. 048-8099-542-6310

Project No. 480003

WF No. 1444418/2

Requisition 57662

Budget \$1,784,595.00

Available \$1,784,595.00

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A CONSTRUCTION AGREEMENT, BETWEEN THE CITY OF LEESBURG AND RANGER CONSTRUCTION INDUSTRIES, INC., FOR CONSTRUCTION OF THE VETERANS ROAD INFRASTRUCTURE PROJECT, AT THE LEESBURG INTERNATIONAL AIRPORT; 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 Ranger Construction Industries, Inc., whose address is 1200 Elboc Way, Winter Garden, Florida 34787.

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 25th day of August 2025.

Mayor

ATTEST:

City Clerk



AVCON, INC.
Engineers & Planners

5555 E. Michigan Street
Orlando, FL 32822
Phone: (407) 599-1122
www.avconinc.com

July 31, 2025

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

**Reference: Recommendation of Award
Veterans Road Hangar Infrastructure
Leesburg International Airport**

Dear Ms. Dean:

On July 29, 2025 at 11:00AM, the City received bids on the above-referenced project. A total of six (6) bids were received as follows:

	Bid Total
Ranger Construction Industries, Inc.	\$1,784,595.00
Bulldog Sitework, LLC	\$1,938,160.73
Dickerson Infrastructure, Inc. dba Dickerson Florida, Inc.	\$2,271,247.50
Faden Builders, Inc.	\$2,587,952.48
Hubbard Construction Company	\$2,630,950.27
Cathcart Construction Company – Florida, LLC	\$3,202,897.00

Attached is a detailed Bid Tabulation.

The apparent low bidder is **Ranger Construction Industries, Inc. (Ranger)** whose total bid is **\$1,784,595.00**. Ranger submitted the required fillable bid forms, including the 5% Bid Security with notarized Power of Attorney, acknowledgement of Addendum 1, sub-contractors to be used, and a list of airport work experience which contains 20 projects completed ranging in value from \$89.8K to \$28.9M. Ranger's bid appears to be complete and responsive.

The second lowest bid was from Bulldog Sitework, LLC (Bulldog), whose total bid is \$1,938,160.73. Bulldog submitted the required bid forms, including the 5% Bid Security with notarized Power of Attorney, acknowledgement of Addendum 1, sub-contractors to be used, and five similar projects ranging in value from \$916K to \$3.3M. Bulldog's bid also appears to be complete and responsive.

Ms. Tracey Dean
Leesburg International Airport
Veterans Road Hangar Infrastructure
July 31, 2025
Page 2 of 2



Notwithstanding the City's Legal Counsel review, **AVCON** recommends award of the contract to **Ranger Construction Industries, Inc.** for the Total Bid amount of **One Million, Seven Hundred Eighty-Four Thousand, Five Hundred Ninety-Five Dollars and 00/100 (\$1,784,595.00)**, subject to the availability of funding.

We stand ready to assist the City in the implementation of this project. Should you have any questions or require additional information, please do not hesitate to call.

Sincerely,

AVCON, INC.

A handwritten signature in black ink, appearing to read "Daniel Nickols", written over a light blue horizontal line.

Daniel Nickols, P.E.
Senior Project Manager, Airports

Attachment: Bid Tabulation



LEESBURG INTERNATIONAL AIRPORT
ITB 2502001 - VETERANS ROAD HANGAR INFRASTRUCTURE
BID TABULATION

					Engineer's Estimate		RANGER CONSTRUCTION INDUSTRIES, INC.		BULLDOG SITEWORK, LLC		DICKERSON INFRASTRUCTURE, INC.		FADEN BUILDERS, INC.		HUBBARD CONSTRUCTION COMPANY		CATHCART CONSTRUCTION COMPANY	
Index	Pay Item No.	Description	Unit	Est. Qty.	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	P-101	COLD MILLING EXISTING PAVEMENT, FULL DEPTH	SY	275	\$25.00	\$6,875.00	\$29.00	\$7,975.00	\$41.51	\$11,415.25	\$35.00	\$9,625.00	\$34.50	\$9,487.50	\$63.11	\$17,355.25	\$55.00	\$15,125.00
2	P-101	REMOVAL OF EXISTING DRAINAGE PIPE	LF	30	\$150.00	\$4,500.00	\$95.00	\$2,850.00	\$18.13	\$543.90	\$115.00	\$3,450.00	\$57.50	\$1,725.00	\$101.35	\$3,040.50	\$61.00	\$1,830.00
3	P-101	REMOVAL OF EXISTING DRAINAGE STRUCTURE	EACH	3	\$2,000.00	\$6,000.00	\$1,500.00	\$4,500.00	\$422.81	\$1,268.43	\$2,750.00	\$8,250.00	\$1,725.00	\$5,175.00	\$1,773.89	\$5,321.67	\$3,050.00	\$9,150.00
4	P-151	CLEARING & GRUBBING	AC	3.5	\$10,000.00	\$35,000.00	\$62,700.00	\$219,450.00	\$15,164.52	\$53,075.82	\$13,500.00	\$47,250.00	\$22,183.50	\$77,642.25	\$11,285.71	\$39,499.99	\$35,000.00	\$122,500.00
5	P-152	UNCLASSIFIED EXCAVATION	CY	5,200	\$20.00	\$104,000.00	\$17.20	\$89,440.00	\$10.79	\$56,108.00	\$15.00	\$78,000.00	\$16.73	\$86,996.00	\$17.00	\$88,400.00	\$39.00	\$202,800.00
6	P-152	BORROW EXCAVATION	CY	20,000	\$30.00	\$600,000.00	\$10.80	\$216,000.00	\$23.34	\$466,800.00	\$22.00	\$440,000.00	\$29.21	\$584,200.00	\$20.00	\$400,000.00	\$33.00	\$660,000.00
7	P-152	MUCK EXCAVATION	CY	8,000	\$25.00	\$200,000.00	\$2.00	\$16,000.00	\$25.69	\$205,520.00	\$20.00	\$160,000.00	\$38.53	\$308,240.00	\$20.00	\$160,000.00	\$39.00	\$312,000.00
8	P-152	SUBGRADE STABILIZATION	SY	3,500	\$9.00	\$31,500.00	\$12.00	\$42,000.00	\$4.70	\$16,450.00	\$18.00	\$63,000.00	\$8.63	\$30,205.00	\$8.99	\$31,465.00	\$36.00	\$126,000.00
9	P-211	LIME ROCK BASE COURSE	CY	675	\$125.00	\$84,375.00	\$85.00	\$57,375.00	\$85.49	\$57,705.75	\$90.00	\$60,750.00	\$119.31	\$80,534.25	\$67.64	\$45,657.00	\$280.00	\$189,000.00
10	P-401	ASPHALT SURFACE COURSE	TON	525	\$250.00	\$131,250.00	\$212.00	\$111,300.00	\$293.73	\$154,208.25	\$255.00	\$133,875.00	\$378.70	\$198,817.50	\$319.00	\$167,475.00	\$380.00	\$199,500.00
11	P-602	EMULSIFIED ASPHALT PRIME COAT	GAL	750	\$6.00	\$4,500.00	\$9.50	\$7,125.00	\$10.08	\$7,560.00	\$12.00	\$9,000.00	\$20.70	\$15,525.00	\$5.59	\$4,192.50	\$14.00	\$10,500.00
12	P-620	PAVEMENT MARKINGS, WATERBORNE PAINT, WITH TYPE I REFLECTIVE MEDIA	SF	850	\$3.00	\$2,550.00	\$9.50	\$8,075.00	\$2.31	\$1,963.50	\$1.50	\$1,275.00	\$17.25	\$14,662.50	\$6.00	\$5,100.00	\$7.00	\$5,950.00
13	P-620	PAVEMENT MARKINGS, WATERBORNE PAINT, WITHOUT REFLECTIVE MEDIA	SF	1400	\$5.00	\$7,000.00	\$5.50	\$7,700.00	\$1.83	\$2,562.00	\$1.00	\$1,400.00	\$11.50	\$16,100.00	\$4.00	\$5,600.00	\$5.00	\$7,000.00
14	P-620	HALF-RATE PAVEMENT MARKINGS, WATERBORNE PAINT, W/O REFLECTIVE MEDIA	SF	850	\$3.00	\$2,550.00	\$6.00	\$5,100.00	\$2.07	\$1,759.50	\$4.00	\$3,400.00	\$8.63	\$7,335.50	\$3.00	\$2,550.00	\$7.00	\$5,950.00
15	700-1-11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	EACH	2	\$2,500.00	\$5,000.00	\$1,900.00	\$3,800.00	\$332.88	\$665.76	\$700.00	\$1,400.00	\$862.50	\$1,725.00	\$500.00	\$1,000.00	\$1,050.00	\$2,100.00
16	F-162	REMOVE EXISTING CHAIN-LINK FENCE	LF	1,050.0	\$20.00	\$21,000.00	\$6.00	\$6,300.00	\$3.15	\$3,307.50	\$7.00	\$7,350.00	\$13.80	\$14,490.00	\$3.00	\$3,150.00	\$13.00	\$13,650.00
17	F-162	NEW, 8-FOOT, BLACK PVC-COATED CHAIN LINK FENCE	LF	815	\$75.00	\$61,125.00	\$44.00	\$35,860.00	\$57.64	\$46,976.60	\$45.00	\$36,675.00	\$43.67	\$35,591.05	\$46.44	\$37,848.60	\$67.00	\$54,605.00
18	D-701	18" REINFORCED CONCRETE PIPE, CLASS IV, INSTALLED	LF	200	\$200.00	\$40,000.00	\$155.00	\$31,000.00	\$129.51	\$25,902.00	\$200.00	\$40,000.00	\$92.00	\$18,400.00	\$158.02	\$31,604.00	\$144.00	\$28,800.00
19	D-701	14"x23" HORIZONTAL ELLIPTICAL REINFORCED CONCRETE PIPE, CLASS IV, INSTALLED	LF	120	\$225.00	\$27,000.00	\$175.00	\$21,000.00	\$174.15	\$20,898.00	\$300.00	\$36,000.00	\$115.00	\$13,800.00	\$184.33	\$22,119.60	\$190.00	\$22,800.00
20	D-701	NEW CROSS DRAIN MITERED END SECTION, SINGLE BARREL	EACH	7	\$4,000.00	\$28,000.00	\$3,450.00	\$24,150.00	\$1,572.07	\$11,004.49	\$5,500.00	\$38,500.00	\$2,961.25	\$20,728.75	\$3,209.74	\$22,468.18	\$2,500.00	\$17,500.00
21	D-751	DITCH BOTTOM INLET, TYPE C	EACH	3	\$8,000.00	\$24,000.00	\$8,100.00	\$24,300.00	\$4,034.53	\$12,103.59	\$8,500.00	\$25,500.00	\$6,836.75	\$20,510.25	\$5,680.33	\$17,040.99	\$7,950.00	\$23,850.00
22	T-904	SODDING	SY	25000	\$4.50	\$112,500.00	\$4.40	\$110,000.00	\$4.69	\$117,250.00	\$4.50	\$112,500.00	\$5.06	\$126,500.00	\$4.12	\$103,000.00	\$5.00	\$125,000.00
23	L-108	NO. 8 AWG, 5KV, L-824, TYPE C CABLE, INSTALLED IN CONDUIT	LF	185	\$8.00	\$1,480.00	\$6.00	\$1,110.00	\$24.40	\$4,514.00	\$5.50	\$1,017.50	\$23.00	\$4,255.00	\$4.54	\$839.90	\$65.00	\$12,025.00
24	L-108	NO. 6 AWG, SOLID, BARE COUNTERPOISE, INSTALLED IN TRENCH, ABOVE CONDUIT, INCLUDING GROUND RODS AND GROUND CONNECTORS	LF	200	\$10.00	\$2,000.00	\$6.00	\$1,200.00	\$29.28	\$5,856.00	\$5.50	\$1,100.00	\$27.60	\$5,520.00	\$4.54	\$908.00	\$66.00	\$13,200.00
25	L-110	NON-ENCASED ELECTRICAL CONDUIT, 2" PVC	LF	165	\$18.50	\$3,052.50	\$13.00	\$2,145.00	\$34.16	\$5,636.40	\$12.00	\$1,980.00	\$32.20	\$5,313.00	\$10.09	\$1,664.85	\$63.00	\$10,395.00
26	L-125	NEW L-861(L), LED TAXIWAY ELEVATED EDGE LIGHT AND BASE CAN INSTALLED IN EARTH	EA	3	\$3,500.00	\$10,500.00	\$4,400.00	\$13,200.00	\$2,379.00	\$7,137.00	\$4,500.00	\$13,500.00	\$2,242.50	\$6,727.50	\$3,533.00	\$10,599.00	\$4,895.00	\$14,685.00
27	---	GOPHER TORTOISE SURVEY/PROTECTION	LS	1	\$7,500.00	\$7,500.00	\$8,500.00	\$8,500.00	\$1,586.00	\$1,586.00	\$9,000.00	\$9,000.00	\$11,500.00	\$11,500.00	\$13,150.00	\$13,150.00	\$3,125.00	\$3,125.00
28	---	GOPHER TOROISE PERMIT	ALLOW	1	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00
29	---	GOPHER TORTOISE BURROW EXCAVATION AND RELOCATION	ALLOW	1	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
30	SP-01	6" DR-18, C-900, HIGH PRESSURE POTABLE WATER MAIN, INSTALLED, TESTED, AND COMPLETE	LF	520	\$40.00	\$20,800.00	\$112.00	\$58,240.00	\$71.97	\$37,424.40	\$125.00	\$65,000.00	\$97.75	\$50,830.00	\$143.18	\$74,453.60	\$104.00	\$54,080.00
31	SP-01	8" DR-18, C-900, HIGH PRESSURE POTABLE WATER MAIN, INSTALLED, TESTED, AND COMPLETE	LF	80	\$50.00	\$4,000.00	\$340.00	\$27,200.00	\$271.66	\$21,732.80	\$500.00	\$40,000.00	\$333.50	\$26,680.00	\$591.71	\$47,336.80	\$333.00	\$26,640.00
32	SP-01	12" DR-18, C-900, HIGH PRESSURE POTABLE WATER MAIN, INSTALLED, TESTED, AND COMPLETE	LF	125	\$65.00	\$8,125.00	\$300.00	\$37,500.00	\$259.10	\$32,387.50	\$625.00	\$78,125.00	\$293.25	\$36,656.25	\$362.99	\$45,373.75	\$352.00	\$44,000.00
33	SP-01	FIRE HYDRANT ASSEMBLY, INSTALLED, TESTED, AND COMPLETE	EACH	2	\$5,000.00	\$10,000.00	\$15,600.00	\$31,200.00	\$9,742.52	\$19,485.04	\$15,000.00	\$30,000.00	\$15,927.50	\$31,855.00	\$16,884.82	\$33,769.64	\$9,150.00	\$18,300.00
34	SP-01	8-INCH POTABLE WATER BLOWOFF, INSTALLED, TESTED, AND COMPLETE	EACH	2	\$6,000.00	\$12,000.00	\$5,200.00	\$10,400.00	\$2,671.30	\$5,342.60	\$7,000.00	\$14,000.00	\$6,325.00	\$12,650.00	\$6,567.51	\$13,135.02	\$6,150.00	\$12,300.00
35	SP-01	12-INCH POTABLE WATER BLOWOFF, INSTALLED, TESTED, AND COMPLETE	EACH	1	\$7,000.00	\$7,000.00	\$7,800.00	\$7,800.00	\$2,726.66	\$2,726.66	\$12,000.00	\$12,000.00	\$10,637.50	\$10,637.50	\$8,447.45	\$8,447.45	\$8,100.00	\$8,100.00
36	SP-01	POTABLE WATER MAIN INSTALLATION ALLOWANCE	ALLOW	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
37	SP-02	6-INCH PVC, SDR 28, GRAVITY SEWER SERVICE LINE, INSTALLED, TESTED, AND COMPLETE	LF	220	\$35.00	\$7,700.00	\$65.00	\$14,300.00	\$32.19	\$7,081.80	\$85.00	\$18,700.00	\$51.75	\$11,385.00	\$88.28	\$19,421.60	\$97.00	\$21,340.00
38	SP-02	8-INCH PVC, SDR 28, GRAVITY SEWER MAIN, INSTALLED, TESTED, AND COMPLETE	LF	475	\$45.00	\$21,375.00	\$74.00	\$35,150.00	\$41.11	\$19,527.25	\$115.00	\$54,625.00	\$106.95	\$50,801.25	\$98.68	\$46,873.00	\$83.00	\$39,425.00
39	SP-02	SANITARY FEEDER CLEAN OUT, INSTALLED, TESTED, AND COMPLETE	EACH	4	\$1,500.00	\$6,000.00	\$1,650.00	\$6,600.00	\$1,148.93	\$4,595.72	\$3,000.00	\$12,000.00	\$862.50	\$3,450.00	\$1,864.74	\$7,458.96	\$4,220.00	\$16,880.00
40	SP-02	PRECAST CONCRETE DOG HOUSE SANITARY SEWER MANHOLE	EACH	1	\$15,000.00	\$15,000.00	\$11,800.00	\$11,800.00	\$7,227.58	\$7,227.58	\$12,000.00	\$12,000.00	\$24,150.00	\$24,150.00	\$15,908.76	\$15,908.76	\$13,250.00	\$13,250.00
41	SP-02	PRECAST CONCRETE SANITARY SEWER MANHOLE	EACH	4	\$10,000.00	\$40,000.00	\$9,500.00	\$38,000.00	\$5,767.16	\$23,068.64	\$9,000.00	\$36,000.00	\$9,775.00	\$39,100.00	\$7,073.60	\$28,294.40	\$9,200.00	\$36,800.00
42	SP-02	SANITARY SEWER MAIN INSTALLATION ALLOWANCE	ALLOW	1.0	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
43	SP-03	INSTALL CONTRACTOR PROVIDED, 2-INCH PVC CONDUIT IN TURF, WITH MULE TAPE	LF	1,900	\$12.50	\$23,750.00	\$14.00	\$26,600.00	\$15.33	\$29,127.00	\$12.00	\$22,800.00	\$15.24	\$28,956.00	\$10.09	\$19,171.00	\$21.00	\$39,900.00
44	SP-03	INSTALL OWNER PROVIDED ELECTRICAL PULL BOXES	EACH	5	\$2,500.00	\$12,500.00	\$1,100.00	\$5,500.00	\$260.33	\$1,301.65	\$1,000.00	\$5,000.00	\$2,875.00	\$14,375.00	\$757.07	\$3,785.35	\$3,150.00	\$15,750.00
45	SP-03	RELOCATE EXISTING ELECTRICAL PULLBOX	EACH	2	\$2,000.00	\$4,000.00	\$1,200.00	\$2,400.00	\$650.79	\$1,301.58	\$1,100.00	\$2,200.00	\$2,875.00	\$5,750.00	\$908.49	\$1,816.98	\$5,400.00	\$10,800.00
46	SP-03	INSTALL NEW, OWNER PROVIDED, TRANSFORMER PADS	EACH	3	\$2,250.00	\$6,750.00	\$1,600.00	\$4,800.00	\$248.13	\$744.39	\$1,500.00	\$4,500.00	\$2,300.00	\$6,900.00	\$1,211.31	\$3,633.93	\$4,125.00	\$12,375.00
47	SP-03	PRIMARY ELECTRICAL INSTALLATION ALLOWANCE	ALLOW	1	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00
48	GP-80	STABILIZED CONSTRUCTION ACCESS ENTRANCE AND TEMPORARY DRAINAGE	LS	1	\$15,000.00	\$15,000.00	\$6,500.00	\$6,500.00	\$5,150.84	\$5,150.84	\$15,000.00	\$15,000.00	\$49,893.96	\$49,893.96	\$10,000.00	\$10,000.00	\$20,250.00	\$20,250.00
49	GP-80	CONSTRUCTION SAFETY AND PHASING PLAN COMPLIANCE (MOT)	LS	1	\$50,000.00	\$50,000.00	\$39,000.00	\$39,000.00	\$71,158.65	\$71,158.65	\$100,000.00	\$100,000.00	\$42,643.97	\$42,643.97	\$468,000.00	\$468,000.00	\$94,125.00	\$94,125.00
50	C-102	INSTALLATION AND REMOVAL OF SILT FENCE	LF	1200	\$4.00	\$4,800.00	\$5.00	\$6,000.00	\$3.07	\$3,684.00	\$2.00	\$2,400.00	\$5.75	\$6,900.00	\$3.35	\$4,020.00	\$16.00	\$19,200.00
51	C-102	DANDY POP STORM GRATE SEDIMENT FILTER	EACH	3	\$2,000.00	\$6,000.00	\$350.00	\$1,050.00	\$549.18	\$1,647.54	\$200.00	\$600.00	\$2,127.50	\$6,382.50	\$500.00	\$1,500.00	\$689.00	\$2,067.00
52	C-102	TEMPORARY AIR & WATER POLLUTION, SOIL EROSION, & SILTATION CONTROL	LS	1	\$5,000.00	\$5,000.00	\$32,600.00	\$32,600.00	\$25,966.00	\$25,966.00	\$50,000.00	\$50,						

CONTRACT
Contract No. 2502001
Construction of Veterans Road Hangar Infrastructure at Leesburg
International Airport

THIS AGREEMENT is made as of the 25th day of August 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 **Ranger Construction Industries, Inc.** whose address is 1645 N. Congress Avenue, West Palm Beach, FL 33409 (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. Invitation for Bid (IFB) 2502001, Construction of Veterans Road Hangar Infrastructure at Leesburg International Airport; and
- c. CONTRACTOR response to IFB 2502001 included as Exhibit 'A'; and
- d. All addendums; and
- e. Exhibit B – Supplemental Conditions – Construction

2. **Scope of Services.** The CONTRACTOR shall furnish the following services generally described as the "**Construction of Veterans Road Hangar Infrastructure at Leesburg International Airport**" to the CITY as listed in Invitation for Bid 2502001. Nothing herein shall limit the CITY's right to obtain these services from other contractors for the same or similar work.

3. **Total Construction Cost.** The CONTRACTOR shall perform the Services for a total price not to exceed **\$1,784,595.00**. The cost of these services shall not exceed this amount unless the CITY has executed a written change order approving any increase in price.

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

5. **Professional License.** The CONTRACTOR will hold and maintain all required professional licenses required by regulatory agencies to perform the services covered by this Agreement.

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

CONTRACTOR, together with any implied warranties under law, will continue to remain in effect until completion of the expressed and/or implied warranty periods.

7. **Commencement and Completion.** The CITY and the CONTRACTOR mutually agree time is of the essence with respect to the dates and times set forth in the Agreement Documents. To that end, the CONTRACTOR will commence work not later than **SEVEN (7)** continuous calendar days after the CITY issues a Notice to Proceed, and will diligently and continuously prosecute the work at such a rate, and with sufficient forces as will allow the CONTRACTOR to achieve Substantial Completion no later than the allowed construction time as shown in Section 80-80 (FAILURE TO COMPLETE ON TIME) after the CITY issues a Notice to Proceed, and Final Completion no later than **THIRTY (30)** days after the recorded substantial completion date, subject only to any adjustments in the contract time that may be authorized by change orders properly issued in accordance with the Agreement Documents. In executing this Agreement, CONTRACTOR affirms the time set for completion is reasonable.

8. **Liquidated Damages.** The CONTRACTOR shall consider all contingent work which has to be done by other parties arising from any cause whatsoever, and shall not plead his need of knowledge of said contingent work as an excuse for delay in his work or for non-performance.

If the work is not completed in full by the deadline specified, then for each day thereafter on which the work has not been completed, CONTRACTOR shall pay to the CITY liquidated damages in the amount reflected in Section 80-80 (FAILURE TO COMPLETE ON TIME) on page 80-5 of Attachment A – Project Manual, which the CITY is hereby authorized to deduct from the final draw before paying any remaining amount to CONTRACTOR. The parties agree that it would be impossible or extremely difficult to compute the actual damages suffered by the CITY due to late completion of the work, that it is therefore appropriate to provide for liquidated damages in this Contract, and that the amount of liquidated damages specified is reasonable and bears a substantial relationship to the probable amount of actual damages the CITY would suffer, and therefore does not constitute a penalty or forfeiture. CONTRACTOR acknowledges that this provision is material to the CITY and that the Owner would not have entered into this Contract but for this provision and that as a result of the Owner's reliance on this provision, the CONTRACTOR shall be stopped to deny or dispute the validity or enforceability of this liquidated damage clause.

Nothing shall be construed as limiting the right of the CITY to declare the Contract forfeited, or to take over the work, or to claim damages for the failure of the CONTRACTOR to abide by each and every one of the terms of the Contract Documents. The completion date shall be construed as being the date on which the work is fully accepted by the CITY.

9. **Guaranty of Faithful Performance and Payment.** Performance and Payment Bonds (Separate bonds), written by a Surety firm satisfactory to the City of Leesburg on forms acceptable to the CITY which comply with Section 255.05(1), Florida Statutes, will be required of the successful Bidder to guarantee that CONTRACTOR will deliver a complete project under

this Contract in strict accordance with the Contract Documents and will, after receiving payment from the CITY, pay promptly all persons supplying him with labor or materials for work.

The Performance and Payment Bonds will be equal to 100% of the Agreement amount for services. The cost of the bonds shall be borne by the CONTRACTOR. The bonds shall be written by a qualified Surety firm and through a reputable and responsible surety bond agency licensed to do business in the State of Florida and Lake County and meet the following requirements:

- a. Rating: The Surety must be rated as "A" or better as to strength by Best's Insurance Guide, published by Alfred M. Best Company, Inc., 75 Fulton Street, New York, New York.
- b. Bonding Limit: Any One Risk: The Bonding Limit of the Surety shall not exceed ten (10) percent of the policy-holders surplus (capital and surplus) as listed by the aforementioned Best's Insurance Guide.

The completed Bonds will be executed in four (4) counterparts and delivered to the City of Leesburg Procurement Division with the required Power-of-Attorney. The City must receive the Bonds before a Notice to Proceed will be issued.

10. **Termination 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 termination notice.

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

materials. Notwithstanding this compensation, the CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of this Agreement, and the CITY may withhold any payment due the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the CITY from such breach can be determined.

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

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

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

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

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.

12. **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.

13. **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 subcontractor's 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.
 - v. 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.
 - vi. All liability insurance, except professional liability, shall be written on an occurrence basis.
 - vii. The CONTRACTOR waives its right of recovery against the CITY to the extent permitted by its insurance policies.
 - viii. 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.

14. **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.

15. **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.

16. No Waiver of Sovereign Immunity. Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

17. Severability of Illegal Provisions. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

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

19. 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.

20. **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.

21. **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.

22. **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.

23. **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.

24. 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.

25. 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.

26. 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.

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

28. **Notices.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail.

If to CONTRACTOR: Ranger Construction Industries, Inc.
F Scott Fowler, Vice President
1200 Elboc Way
Winter Garden, FL 34787
516-793-9400
scott.fowler@rangerconstruction.com
estimating@rangerconstruction.com

If to City of Leesburg: City of Leesburg
Attn: Robert W. Hicks – Purchasing Manager
204 N. 5th Street
Leesburg, Florida 34748
352-728-9880
Robert.Hicks@leesburgflorida.gov

29. **Governing Law.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

30. **Jurisdiction and Venue.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Lake County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Lake County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court or the right to bring an action or proceeding in any other court. Service of any court paper may be affected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

31. **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.

32. **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.

33. **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.

34. **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.

35. **Employment Eligibility.** The CONTRACTOR is obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than TWENTY (20) calendar days after the date of termination. If this contract is terminated for a violation of the statute by the CONTRACTOR, the CONTRACTOR may not be awarded a public contract for a period of ONE (1) year after the date of termination.

36. **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 complies with the terms stated within. The CONTRACTOR nor any subcontractor employed by him shall not knowingly employ or contract

with an illegal alien to perform work under this Agreement. CONTRACTOR agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require same requirement to confirm employment eligibility of all subcontractors.

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

37. **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.

38. **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.

RANGER CONSTRUCTION INDUSTRIES, INC.

By: 

Printed: F. Scott Fowler

Its: Vice President
(Title)

CITY OF LEESBURG, FLORIDA

Alan Reisman, Mayor

ATTEST:

J. Andi Purvis, City Clerk

Approved as to form:

William Watson, City Attorney

Exhibit 'A'



BID WORKSHEET - ADDENDUM NO. 1
Construction of Veterans Road Hangar Infrastructure
at Leesburg International Airport
City of Leesburg ITB No. 2502001



Completed bid form **MUST** be submitted with bid

(Instruction to save Bid Form from website: Perform "file save as" and save spreadsheet to your computer. Fill in Pricing in highlighted column, preferably electronically.)

I (WE) AGREE TO PERFORM ALL WORK INCLUDED IN THE CONTRACT DOCUMENTS FOR THE FOLLOWING UNIT PRICES.

Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

NAME OF BUSINESS: Ranger Construction Industries, Inc.

CONTACT PERSON: P. Scott Fowler

EMAIL ADDRESS: scott@rangerconstruction.com

AUTHORIZED SIGNATURE: [Signature]

Construction of Veterans Road Hangar Infrastructure

Project Items

Item No.	Spec No.	Description	Estimated Quantity	Unit	Unit Price	Total Price
1	P-101	COLD MILLING EXISTING PAVEMENT, FULL DEPTH	275	SY	\$29.00	\$7,975.00
2	P-101	REMOVAL OF EXISTING DRAINAGE PIPE	30	LF	\$95.00	\$2,850.00
3	P-101	REMOVAL OF EXISTING DRAINAGE STRUCTURE	3	EACH	\$1,500.00	\$4,500.00
4	P-151	CLEARING & GRUBBING	3.6	AC	\$62,700.00	\$219,450.00
5	P-152	UNCLASSIFIED EXCAVATION	5,200	CY	\$17.20	\$89,440.00
6	P-152	BORROW EXCAVATION	20,000	CY	\$16.80	\$336,000.00
7	P-152	MUCK EXCAVATION	8,000	CY	\$2.00	\$16,000.00
8	P-152	SUBGRADE STABILIZATION	3,500	SY	\$12.00	\$42,000.00
9	P-211	LIME ROCK BASE COURSE	675	CY	\$85.00	\$57,375.00
10	P-401	ASPHALT SURFACE COURSE	525	TON	\$212.00	\$111,300.00
11	P-602	EMULSIFIED ASPHALT PRIME COAT	750	GAL	\$9.50	\$7,125.00
12	P-620	PAVEMENT MARKINGS, WATERBORNE PAINT, WITH TYPE I REFLECTIVE MEDIA	850	SF	\$9.50	\$8,075.00
13	P-620	PAVEMENT MARKINGS, WATERBORNE PAINT, WITHOUT REFLECTIVE MEDIA	1,400	SF	\$5.50	\$7,700.00
14	P-620	HALF-RATE PAVEMENT MARKINGS, WATERBORNE PAINT, W/O REFLECTIVE MEDIA	850	SF	\$6.00	\$5,100.00
15	700-1-11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	2	EACH	\$1,900.00	\$3,800.00
16	F-152	REMOVE EXISTING CHAIN-LINK FENCE	1,050	LF	\$6.00	\$6,300.00
17	F-152	NEW, 8-FOOT, BLACK PVC-COATED CHAIN LINK FENCE	815	LF	\$44.00	\$36,860.00
18	D-701	18" REINFORCED CONCRETE PIPE, CLASS IV, INSTALLED	200	LF	\$155.00	\$31,000.00
19	D-701	14"x23" HORIZONTAL ELLIPTICAL REINFORCED CONCRETE PIPE, CLASS IV, INSTALLED	120	LF	\$175.00	\$21,000.00
20	D-701	NEW CROSS DRAIN MITERED END SECTION, SINGLE BARREL	7	EACH	\$3,450.00	\$24,150.00
21	D-751	DITCH BOTTOM INLET, TYPE C	3	EACH	\$8,100.00	\$24,300.00
22	T-904	BODDING	25,000	SY	\$4.40	\$110,000.00
23	L-108	NO. 6 AWG, 6KV, L-624, TYPE C CABLE, INSTALLED IN CONDUIT	185	LF	\$6.00	\$1,110.00
24	L-108	NO. 6 AWG, SOLID, BARE COUNTERPOISE, INSTALLED IN TRENCH, ABOVE CONDUIT, INCLUDING GROUND RODS AND GROUND CONNECTORS	200	LF	\$6.00	\$1,200.00
25	L-110	NON-ENCASED ELECTRICAL CONDUIT, 2" PVC	185	LF	\$13.00	\$2,405.00
26	L-125	NEW L-861(T/L), LED TALKWAY ELEVATED EDGE LIGHT AND BASE CAN INSTALLED IN EARTH	3	EA	\$4,400.00	\$13,200.00
27	—	GOPHER TORTOISE SURVEY/PROTECTION	1	LS	\$8,500.00	\$8,500.00
28	—	GOPHER TORTOISE PERMIT	1	ALLOW	\$7,500.00	\$7,500.00
29	—	GOPHER TORTOISE BURROW EXCAVATION AND RELOCATION	1	ALLOW	\$25,000.00	\$25,000.00

Construction of Veterans Road Hangar Infrastructure - Continued						
Item No.	Spec No.	Description	Est Qty	Unit	Unit Price	Total Price
30	SP-01	6" DR-18, C-900, HIGH PRESSURE POTABLE WATER MAIN, INSTALLED, TESTED, AND COMPLETE	820	LF	\$112.00	\$89,240.00
31	SP-01	8" DR-18, C-900, HIGH PRESSURE POTABLE WATER MAIN, INSTALLED, TESTED, AND COMPLETE	80	LF	\$340.00	\$27,200.00
32	SP-01	12" DR-18, C-900, HIGH PRESSURE POTABLE WATER MAIN, INSTALLED, TESTED, AND COMPLETE	126	LF	\$300.00	\$37,800.00
33	SP-01	FIRE HYDRANT ASSEMBLY, INSTALLED, TESTED, AND COMPLETE	2	EACH	\$15,600.00	\$31,200.00
34	SP-01	8 INCH POTABLE WATER BLOWOFF, INSTALLED, TESTED, AND COMPLETE	2	EACH	\$5,200.00	\$10,400.00
35	SP-01	12-INCH POTABLE WATER BLOWOFF, INSTALLED, TESTED, AND COMPLETE	1	EACH	\$7,800.00	\$7,800.00
36	SP-01	POTABLE WATER MAIN INSTALLATION ALLOWANCE	1	ALLOW	\$10,000.00	\$10,000.00
37	SP-02	6-INCH PVC, SDR 26, GRAVITY SEWER SERVICE LINE, INSTALLED, TESTED, AND COMPLETE	220	LF	\$65.00	\$14,300.00
38	SP-02	6-INCH PVC, SDR 26, GRAVITY SEWER MAIN, INSTALLED, TESTED, AND COMPLETE	475	LF	\$74.00	\$35,150.00
39	SP-02	SANITARY FEEDER CLEAN OUT, INSTALLED, TESTED, AND COMPLETE	4	EACH	\$1,650.00	\$6,600.00
40	SP-02	PRECAST CONCRETE DOG HOUSE SANITARY SEWER MANHOLE	1	EACH	\$11,800.00	\$11,800.00
41	SP-02	PRECAST CONCRETE SANITARY SEWER MANHOLE	4	EACH	\$9,500.00	\$38,000.00
42	SP-02	SANITARY SEWER MAIN INSTALLATION ALLOWANCE	1	ALLOW	\$10,000.00	\$10,000.00
43	SP-03	INSTALL CONTRACTOR PROVIDED, 2 INCH PVC CONDUIT IN TURF, WITH MULE TAPE	1,900	LF	\$14.00	\$26,600.00
44	SP-03	INSTALL OWNER PROVIDED ELECTRICAL PULL BOXES	5	EACH	\$1,100.00	\$5,500.00
45	SP-03	RELOCATE EXISTING ELECTRICAL PULLBOX	2	EACH	\$1,200.00	\$2,400.00
46	SP-03	INSTALL NEW, OWNER PROVIDED, TRANSFORMER PADS	3	EACH	\$1,600.00	\$4,800.00
47	SP-03	PRIMARY ELECTRICAL INSTALLATION ALLOWANCE	1	ALLOW	\$75,000.00	\$75,000.00
48	GP-80	STABILIZED CONSTRUCTION ACCESS ENTRANCE AND TEMPORARY DRAINAGE	1	LS	\$6,500.00	\$6,500.00
49	GP-80	CONSTRUCTION SAFETY AND PHASING PLAN COMPLIANCE (MOT)	1	LS	\$39,000.00	\$39,000.00
50	C-102	INSTALLATION AND REMOVAL OF SILT FENCE	1,200	LF	\$5.00	\$6,000.00
51	C-102	DANDY POP STORM GRATE SEDIMENT FILTER	3	EACH	\$350.00	\$1,050.00
52	C-102	TEMPORARY AIR & WATER POLLUTION, SOIL EROSION, & SILTATION CONTROL	1	LS	\$32,600.00	\$32,600.00
53	C-106	MOBILIZATION (10% MAXIMUM)	1	LS	\$177,000.00	\$177,000.00
LEESBURG INTERNATIONAL AIRPORT - VETERANS ROAD HANGAR INFRASTRUCTURE						\$1,784,895.00

Exhibit 'B'

SUPPLEMENTAL CONDITIONS – CONSTRUCTION

1. DEFINITIONS

The following definitions shall apply. Whenever the following terms (or pronouns in place of them) are used in the Contract Documents, the intent and meaning of such terms shall be interpreted as follows:

- a. **City Project Representative:** There shall be authorized representative(s) of the CITY assigned to make all necessary inspections of the work performed by the CONTRACTOR and for such other purposes as outlined in the Contract Documents.
- b. **City Technical Representative:** There may be a designated Project Representative assigned by the CITY to inspect the technical aspects of the project. To ensure the project is being constructed as designed.
- c. **Engineer of Record:** The Engineer of Record designated by the CITY following Contract Execution.
- d. **Engineer:** The design professional (engineer, architect, landscape architect or surveyor) designated by the CITY to serve as the design professional representing the CITY.
- e. **Notice to Proceed (NTP):** The official Notice from the CITY to the CONTRACTOR providing the date work may begin and the date the performance period begins. The NTP date will be mutually agreed to at or following the pre-construction meeting. CONTRACTOR shall sign the acknowledgement section of the NTP and return to the Purchasing Division. The NTP shall become a part of the Contract Documents.
- f. **Subcontractor:** Includes only those having a direct contract with the CONTRACTOR and it includes one who furnished material worked to a special design according to the plans or specifications of this work, but does not include one who merely furnishes material not so worked.
- g. **Work:** The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.
- h. **Manual(s):** Equipment documentation meant for the end user/consumer of the equipment. CONTRACTOR shall provide all Manuals to the CITY upon substantial completion. Retainage may not be released until the CITY has received all Manuals relevant to the equipment incorporated into the project.
- i. **Surety:** The corporate body which is bound with and for the CONTRACTOR which is primarily liable and which guarantees the faithful performance of the bid and/or agreement.
- j. **Plans, Drawings and/or Sketches:** Graphic representations of the work to be performed or reproductions thereof.

- k. **Specifications:** Broadly defined, the specifications include all data bound together herein or referenced on the plans, including, but not limited to, General Conditions, Technical Specifications, Special Conditions, Geotechnical Investigation, Supplemental Conditions (if any), other detailed technical specifications, exhibits and all addenda.
- l. **Defective:** An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by CITY at Substantial Completion or CITY has taken beneficial use of completed portions).
- m. **Shop Drawings:** All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.
- n. **Substantial Completion:** The Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer as evidenced by Engineer's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or if there be no such certificate issued, when final payment is due. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.
- o. **Underground Facilities:** All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

2. INSPECTION OF WORK

The Project Representative and his representatives shall, at all times, have access to the work whenever it is in preparation or progress and the CONTRACTOR shall provide proper facilities for such access and for inspection. The work will be conducted under the general direction of the Project Representative of the CITY and is subject to inspection by his appointed inspectors to ensure compliance with the terms of the contract. No inspector is authorized to change any provisions of the specifications without written authorization of the CITY, nor shall the presence or absence of an inspector relieve the CONTRACTOR from any requirements of the contract.

If the specifications, the Project Representative's instructions, laws, ordinances or any public authority require any work to be specifically tested or approved, the CONTRACTOR shall give the CITY timely notice of its readiness for inspection, and if the inspection is by another authority than the Project Representative, of the date fixed for such inspection. Inspections by the Project Representative will be promptly made, and where practicable at the source of supply.

If any work should be covered up without approval or consent of the CITY, it shall, if required by the Project Representative, be uncovered for examination at the CONTRACTOR's expense.

Re-examination of questioned work may be ordered by the Project Representative and, if so ordered, the work shall be uncovered by the CONTRACTOR. If such work is found in accordance with the contract documents, the CITY will pay the cost of re-examination and replacement. If such work is found not in accordance with the contract documents, the CONTRACTOR shall pay such cost.

3. TESTS

The Project Representative will have the right to require all materials to be submitted to test prior to incorporation in the work. In some instances, it may be expedient to make these tests at the source of supply and for this reason it is requested that the CONTRACTOR furnish the source before incorporating material in the work. This does not in any way obligate the Project Representative to perform tests for acceptance of material and does not relieve the CONTRACTOR of his responsibility to furnish satisfactory material. The CONTRACTOR shall furnish two copies of manufacturer's certificate of compliance with these specifications covering manufactured items incorporated in the work.

All field tests for compaction of earthwork and of material incorporated in the sub grade and base will be performed by technicians of a materials testing laboratory approved by the CITY. All tests performed by the laboratory to ascertain that the material, as placed, meets the required specification will be at the expense of the CONTRACTOR and should be included in the bid items as such.

4. TOOLS, PLANT AND EQUIPMENT

If any time before the commencement or during the progress of the work, tools, plant or equipment appears to the Project Representative to be insufficient, inefficient or inappropriate to secure the quality of work required, or the proper rate of progress, the Project Representative will notify the CITY of such conditions. The Engineer will provide written notification to the CONTRACTOR of CITY's quality and/or schedule concerns. The CONTRACTOR will respond in writing within 5 business days of receiving the CITY's notice and will propose remedial actions to address the quality and/or schedule concerns.

5. COLLECTION AND DISPOSAL OF WASTE

The CONTRACTOR shall collect waste from construction areas and elsewhere; handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly; dispose of material in a lawful manner. The CONTRACTOR shall be responsible for the transportation and disposal costs of all waste construction materials.

6. BURNING OF DEBRIS

For any areas where the burning of debris is permitted, the CONTRACTOR will be required to request a permit therefore, from the fire authority having jurisdiction in the area in due advance time, and if such permission is granted, he shall rigidly abide by all provisions and requirements of such permit. In no case will burning be permitted until the fire authorities have adequately

checked the size of the pile to be burned, the weather conditions and any other factors which might affect the proper control of the burning operation.

7. TEMPORARY TRAFFIC CONTROL (TTC)

Where construction is located in public right of ways, traveled streets and roads, the CONTRACTOR shall exercise extreme care in seeing that sufficient area is provided and kept open for police, fire, ambulance, mail and private vehicular traffic.

The CONTRACTOR shall ensure that each person supervising the selection, placement and maintenance of Traffic Control Devices in the FDOT Work Zone shall be certified by attending an FDOT approved TTC training course. A copy of these certifications shall be submitted to the CITY of Leesburg upon request.

8. PROTECTION AGAINST POLLUTION

The CONTRACTOR shall comply with all legal regulations pertaining to pollution as are applicable to the site and he shall take all measures necessary to assure that no pollution, temporary or permanent, occurs to any lakes or other water areas as a result of runoff from the areas within which he is working.

This shall include the installation of temporary construction turbidity screens or hay bales along the edge of existing wetlands prior to the start of construction. These areas shall be as shown on the plans.

CONTRACTOR shall maintain the fuel storage area in accordance with local, state and federal regulations. Refueling vehicles and refueling techniques shall also comply with all applicable regulations. Clean-up of the fuel storage area shall be as required by the regulations and in accordance with these regulations.

9. TEMPORARY FENCING AND BARRICADES

The CONTRACTOR shall at his cost erect barricades sufficient to prevent injury to persons or damage to property, including the CONTRACTOR's personal property and materials. The CITY shall not be held responsible for the loss, theft, or vandalism of the CONTRACTOR's equipment or other personal property, including construction materials and supplies. Fences shall be constructed to prevent entry of unauthorized persons; cover trenches and holes when not in use; erect barriers at sharp changes in plane more than four (4) feet high. Should construction operations temporarily obstruct road passage, the CONTRACTOR shall at his cost provide suitable flagmen to control vehicular traffic on the road. Permits to use construction equipment on Florida Department of Transportation Right-of-Way shall be secured by the CONTRACTOR prior to actual beginning of work. The CONTRACTOR shall, at his cost, remove all temporary protection from the work site upon completion of the work.

10. WORKMANSHIP, MATERIALS, APPLIANCES, AND EMPLOYEES

All work will be done in a competent and workmanlike manner. All materials, equipment and supplies furnished by the CONTRACTOR for permanent incorporation in the work shall be new and of quality standards specified. Workmanship shall be first class and the finished product equal to the best-accepted standards of the trade for the category of work performed. It is the

CITY's intent to obtain a high-quality job that will operate and function with least maintenance costs. The CONTRACTOR shall, if requested by CITY, furnish satisfactory evidence as to the kind and quality of materials.

Unless otherwise stipulated, the CONTRACTOR shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the work.

The CONTRACTOR shall, at all times, enforce strict discipline and good order among his employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him.

Neither party shall employ or hire any employees of the other party without his consent.

11. GENERAL QUALITY AND STANDARDS

To facilitate rapid examination, detailed specifications concerning basic requirements for labor, materials, equipment and/or incidentals to be used on the project are included under the various divisions in as brief a form as is consistent with clarity. The primary concern of the detailed specifications is for standards of performance expected for the finished work.

When in the detailed specifications reference is made to a particular code or specification, the latest edition of said code or specification shall apply.

The interests of the CITY, the CONTRACTOR and others concerned with the work require the inclusion of certain general governing requirements and standards, as a precaution against contingency and to provide for the conditions under which the construction and the administration of the work will be carried out.

General requirements for the quality of the work, when not otherwise covered in more specific detail in the specifications, will be governed by acceptable standards of the trade.

These specifications consider the project as a whole and assume its completion under a general contract. Further, the scope of subcontracts and the quantities of materials and labor supplied to the CONTRACTOR by others are assumed to be matters governed by agreement between the CONTRACTOR and his Subcontractors and suppliers and not by agreement between the CITY and any Subcontractor or suppliers.

Various sections of the construction specifications are intended to govern only the quality of work and/or materials incidental to the particular branch of work mentioned in the section title. Sections are not intended as itemizations of the work materials to be furnished or to limit or define the scope of any subcontract or agreement to furnish material and labor.

The furnishing of all items of material, labor, equipment and/or incidentals necessary to the completion of the work as a whole will be expected when such items are called for on the drawings by diagram, note or schedule, are listed in the specifications, or are reasonably inferred by either or a combination of both.

During the construction operations under this contract, the CITY may elect to contract other work for the project. The CONTRACTOR shall coordinate his operations with those of any other such CONTRACTORS as well as any work of constructing or adjusting utilities by any other authorities, to the end that the least practical handicap to the work of all such CONTRACTORS or authorities will result.

12. PROJECT COORDINATION

The CONTRACTOR shall coordinate construction operations that are dependent upon each other for proper installation, connection and operation. The CONTRACTOR shall make adequate provisions to accommodate items scheduled for later installation.

The CONTRACTOR shall inspect both the substrate and conditions under which the work is to be performed. The CONTRACTOR shall not proceed until unsatisfactory conditions have been corrected in an acceptable manner.

The CONTRACTOR shall inspect materials or equipment immediately upon delivery and again prior to installation. The CONTRACTOR shall reject damaged and defective items.

The CONTRACTOR shall supervise construction activities to ensure that no part of the construction is subject to deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following: Unprotected storage, Improper shipping and handling, Theft, Vandalism.

13. COORDINATION WITH UTILITY COMPANIES

CONTRACTOR shall coordinate with all utility installations. CONTRACTOR shall notify the appropriate utility companies, in writing, adequately in advance of the time frame set aside for such utility installation. The utility companies referred to herein shall include, but not be limited to, Power, Gas, Telephone, and Cable Television. CONTRACTOR shall coordinate the installation of "sleeves" for the utility companies as may be required.

CONTRACTOR shall supply the CITY with copies of all correspondence notifying the utility companies of his intended schedule of construction and the expected date for their respective utility installations. Written notices shall be sent to the utility companies at sixty (60) days, thirty (30) days and two (2) weeks prior to the time at which the utility installation should begin.

14. SUPERVISION

CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

If the CONTRACTOR, in the course of the work, finds any discrepancy between the drawings and the physical conditions of the locality, or any errors or omissions in the drawing or in layout as given by points and instructions, it shall be his duty to immediately inform the Project

Representative, in writing, and the Project Representative will promptly verify the same. Any work done after such discovery, until authorized, will be done at the CONTRACTORS' risk.

15. CONSTRUCTION SUPERINTENDENT

CONTRACTOR shall employ a Construction Superintendent who shall be present on-site or available throughout the duration of the project and shall remain associated with the project until completion unless otherwise requested to be replaced by the CITY. The superintendent shall be experienced in the work required and perform all coordination activities generally conducted by project superintendents including, but not limited to, subcontractor coordination, utility installations, inspections, testing, material deliveries, etc. The superintendent shall be present at the pre-construction meeting and shall remain on the project until completion. The owner reserves the right to request a resume of experience for the superintendent including, but not limited to, requesting references from recent projects. Substitution of superintendents after the start of the work shall be approved by the owner in advance. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

16. WAGE RATES/EQUAL EMPLOYMENT OPPORTUNITY

Wage rates for laborers, mechanics and apprentices shall not be less than those established by the Florida Department of Labor and Employment Security and/or the United States Department of Labor for this work, as may be attached hereto. The CONTRACTOR must ensure Equal Employment Opportunity as part of the awarded contract and also subcontracts awarded by the CONTRACTOR.

17. SUBCONTRACTS

The CONTRACTOR shall, as soon as practicable after signing the contract, notify the Project Representative in writing of any changes in the names of subcontractors proposed for the work as listed on the bid form. The CONTRACTOR shall not employ subcontractors, unless they are approved by the Project Representative.

The CONTRACTOR agrees that he is as fully responsible to the CITY for the acts and omissions of his subcontractors and of persons, either directly or indirectly, employed by them, as he is for the acts and omissions of persons directly employed by him.

Nothing contained in the contract documents shall create any contractual relation between any subcontractors and the CITY.

18. PRE-CONSTRUCTION MEETING

The CITY shall schedule a meeting after the Notice of Award. The Project Representative, Engineer, and CONTRACTOR shall attend this mandatory meeting. The following items shall be completed:

- a. Submission of list of Subcontractors, Schedule of Values and Progress Schedule.
- b. Designation of Personnel representing the parties in Contract, and the Engineer.
- c. Use of premises by CITY and the CONTRACTOR.
- d. Survey layout and scheduling.
- e. Security and housekeeping procedures.

- f. Requirements for start-up of equipment.
- g. Inspection and acceptance of equipment put into service during construction period.

At least ten (10) days before submission of the first Application for Payment a conference attended by CONTRACTOR, Engineer and others as appropriate will be held to finalize the schedules submitted by CONTRACTOR. The finalized progress schedule will be acceptable to Engineer as providing an orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on Engineer responsibility for the progress or scheduling of the Work nor relieve CONTRACTOR from full responsibility thereto. The finalized schedule of Shop Drawing submissions will be acceptable to Engineer as providing a workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to Engineer as to form and substance.

19. ORDER OF COMPLETION

The CONTRACTOR shall submit at such times as may be requested by the Project Representative, schedules which shall show the order in which the CONTRACTOR proposes to carry on the work with dates on which the CONTRACTOR will start the several parts of the work and estimated dates of completion of the several parts. The CITY retains the right to dictate to the CONTRACTOR the order of completion of the work.

20. MATERIALS AND EQUIPMENT SCHEDULES

As soon as practicable and within ten (10) days after the date of award of contract and before any material or equipment is purchased, the CONTRACTOR will submit to the CITY for approval a complete list, in triplicate, of materials to be incorporated in the work and samples of each listed material. The list shall include catalog numbers, cuts, diagrams; drawings and such other descriptive data as may be required. No consideration will be given to partial lists submitted from time to time. Approval of materials will be based on manufacturers' published ratings. Any materials listed that are not in accordance with the specification requirements may be rejected.

When one or more manufacturer's items are specified, it shall be understood that the item(s) so specified are hereby approved as to suitability and no substitutions will be permitted unless followed by such qualifying phrases as equal "approval equal" or "as approved" in which case the approval of the CITY for items not specified shall be obtained before they may be used.

21. CONTRACTOR'S REQUESTS FOR INTERPRETATION (RFIs)

Should CONTRACTOR be unable to determine from the Contract Documents the exact material, process, or system to be installed; or when the elements of construction are required to occupy the same space (interference); or when an item of Work is described differently at more than one place in the Contract Documents; the CONTRACTOR shall request that the Architect/Engineer (AE), or CITY Representative, make an interpretation of the requirements of the Contract Documents to resolve such matters. CONTRACTOR shall comply with procedures specified herein to make Requests for Interpretation (RFIs).

- a. Submission of RFIs: RFIs shall be prepared and submitted on a form provided by the CITY.
 - i. Forms shall be completely filled in, and if prepared by hand, shall be fully legible after copying by xerographic process.

- ii. Each RFI shall be given a discrete, consecutive number.
 - iii. Each page of the RFI and each attachment to the RFI shall bear the CITY's project name, project number, date, RFI number and a descriptive title.
 - iv. CONTRACTOR shall sign all RFIs attesting to good faith effort to determine from the Contract Documents the information requested for interpretation. Frivolous RFIs shall be subject to reimbursement from CONTRACTOR to CITY for fees charged by A/E, A/E consultants and other design professionals engaged by the CITY.
- b. Subcontractor-Initiated and Supplier-Initiated RFIs: RFIs from subcontractors and material suppliers shall be submitted through, be reviewed by and be attached to an RFI prepared, signed and submitted by CONTRACTOR. RFIs submitted directly by subcontractors or material suppliers will be returned unanswered to the CONTRACTOR.
 - i. CONTRACTOR shall review all subcontractor- and supplier-initiated RFIs and take actions to resolve issues of coordination, sequencing and layout of the Work.
 - ii. RFIs submitted to request clarification of issues related to means, methods, techniques and sequences of construction or for establishing trade jurisdictions and scopes of subcontracts will be returned without interpretation. Such issues are solely the CONTRACTOR'S responsibility.
 - iii. CONTRACTOR shall be responsible for delays resulting from the necessity to resubmit an RFI due to insufficient or incorrect information presented in the RFI.
- c. Requested Information: CONTRACTOR shall carefully study the Contract Documents to ensure that information sufficient for interpretation of requirements of the Contract Documents is not included. RFIs that request interpretation of requirements clearly indicated in the Contract Documents will be returned without interpretation.
 - i. In all cases in which RFIs are issued to request clarification of issues related to means, methods, techniques and sequences of construction, for example, pipe and duct routing, clearances, specific locations of Work shown diagrammatically, apparent interferences and similar items, the CONTRACTOR shall furnish all information required for the A/E or CITY's Representative to analyze and/or understand the circumstances causing the RFI and prepare a clarification or direction as to how the CONTRACTOR shall proceed.
 - ii. If information included with this type RFI by the CONTRACTOR is insufficient, the RFI will be returned unanswered.
- d. Unacceptable Uses for RFIs: RFIs shall not be used to request the following:
 - i. Approval of submittals
 - ii. Approval of substitutions
 - iii. Changes that entail change in Contract Time and Contract Sum
 - iv. Different methods of performing Work than those indicated in the Contract Drawings and Specifications

- e. Disputed Requirements: In the event the CONTRACTOR believes that a clarification by the CITY's A/E, or Representative, results in additional cost or time, CONTRACTOR shall comply with the method for requesting a Change Order.
- f. RFI Log: CONTRACTOR shall prepare and maintain a log of RFIs, and at any time requested by the CITY's Representative, the CONTRACTOR shall furnish copies of the log showing all outstanding RFIs.
- g. Review Time: Architect/Engineer or CITY Representative (CITY) shall return RFIs to CONTRACTOR and within five (5) calendar days of receipt. RFIs received after 12:00 noon shall be considered received on the next regular working day for the purpose of establishing the start of the five-calendar day response period.

22. SUBMITTAL REQUIREMENTS OF CONTRACTOR

After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, CONTRACTOR shall submit to Engineer for review in accordance with the accepted schedule of Shop Drawing submissions, or for other appropriate action if so indicated in the Special Conditions, five copies (unless otherwise specified in the General Requirements) of all Shop Drawings, which will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as Engineer may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable Engineer to review the information as required.

CONTRACTOR shall also submit to Engineer for review with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.

Before submission of each Shop Drawing or sample CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

At the time of each submission, CONTRACTOR shall give Engineer specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and in addition, shall cause a specific notation to be made on each Shop Drawing submitted to Engineer for review of each such variation.

Engineer will review with reasonable promptness Shop Drawings and samples, but Engineer's review will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review of a separate item

as such will not indicate review of the assembly in which the item functions. CONTRACTOR shall make corrections required by Engineer, and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for review. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

Engineer's review of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called Engineer's attention to each such variation at the time of submission as required by this Article and Engineer has given written review each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample review; nor will any review by Engineer relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions herein.

Where a Shop Drawing or sample is required by the Specifications, any related Work performed prior to Engineer's review of the pertinent submission will be the sole expense and responsibility of CONTRACTOR.

23. CHANGES IN THE WORK

Any Change in the Work will be documented in writing and approved by the CITY in writing. Changes that increase the cost of the work may need to be approved by CITY Commission depending on the dollar value of the increase change order. No work may be performed prior to the change being approved by CITY.

The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the work. All duties, responsibilities and obligations assigned to or undertaken by the CONTRACTOR shall be at his expense without change in the Contract Price.

The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price, shall be delivered in writing to the CITY and the Engineer within fifteen days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five days of such occurrence unless the Engineer allows an additional period of time to ascertain accurate cost data. All claims for adjustments in the Contract Price shall be determined by the Engineer if the CITY and CONTRACTOR cannot otherwise agree on the amount involved. The Engineer(s) decision shall be final and binding. Any change in the Contract Price resulting from any such claim shall be incorporated in a Change Order.

The value of any work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

- a. where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved, or ii. by mutual acceptance of a lump sum, or
- b. on the basis of the cost of the work plus a CONTRACTOR's fee for overhead and profit.

24. DETAIL DRAWINGS AND INSTRUCTIONS

The CITY will furnish, with reasonable promptness, additional instructions by means of drawings or otherwise, necessary for the proper execution of the work. All such drawings and instructions will be consistent with the contract documents, true developments thereof and reasonably inferable therefrom.

25. OWNERSHIP OF DRAWINGS

All drawings, specifications and copies thereof furnished by the CITY are the property of the CITY. They are not to be used on other work and, with the exception of the signed contract set, are to be returned to the CITY, at the request of the CITY upon the completion of the work.

26. SURVEYS, PERMITS AND REGULATIONS

The CITY will furnish horizontal and vertical control necessary to layout the work in an orderly and workmanlike manner.

Horizontal Control furnished by the CITY shall consist of adequately marked property corners or offset corners, with dimensions as shown on the drawings. Vertical Control will consist of benchmarks established within the immediate area of the work.

It shall be the responsibility of the CONTRACTOR to furnish all construction layout of the work, including, but not limited to, layout and elevations for the construction and final grade of the site.

The CONTRACTOR shall maintain and preserve all stakes and marks established by the CITY and should such stakes or marks be carelessly or willfully destroyed or damaged by the CONTRACTOR, said stakes or marks shall be replaced by the CITY at the expense of the CONTRACTOR.

The CONTRACTOR will set the horizontal and vertical control only at the beginning of the job as specified above. Interim staking during the job and all staking and layout work not furnished by the CITY as specified above shall be the responsibility of the CONTRACTOR.

The CITY will furnish all personnel and equipment and materials to make such surveys as are necessary to determine the quantities of work performed.

The CITY will furnish environmental permits unless otherwise specified. The CONTRACTOR shall obtain any and all required permits from all appropriate government agencies.

Work permits and licenses necessary for the prosecution of the work shall be secured and paid for by the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be secured and paid for by the CITY unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the CONTRACTOR observes that the drawings and specifications are at variance therewith, he shall promptly notify the CITY in writing and any necessary changes shall be adjusted as provided in the contract for changes in the work. If the CONTRACTOR performs work knowing it to be contrary to such

laws, ordinances, rules and regulations and without such notice to the CITY, he shall bear all cost arising there from.

27. ROYALTIES AND PATENTS

There may be a design, device, material or process included in these plans and specifications which may be covered by letters, patent or copyright. Prior to use of any design, device, material or process, or its incorporation into the construction, the CONTRACTOR shall secure indemnity from his subcontractors or material suppliers that will protect and save harmless the CITY from all loss on account thereof.

The CONTRACTOR shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the CITY harmless from loss on account thereof, except that the CITY shall be responsible for all such loss when a particular process or the product of a particular manufacturer or manufacturers is specified, but if the CONTRACTOR has information that the process or article specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the CITY.

28. PROTECTION OF WORK AND PROPERTY

The CONTRACTOR shall continuously maintain adequate protection of all his work from damage and shall protect the CITY's property from injury or loss arising in connection with this contract. The CONTRACTOR shall at all times protect all public and privately-owned property, structures, utilities, and work of any kind against damage or interruption of service which may result from the operations of the CONTRACTOR. Damage or interruption to service resulting from failure to do so shall be repaired or restored by or at the expense of the CONTRACTOR except such as may be directly due to errors in the contract documents or caused by the agents or employees of the CITY.

29. DEDUCTIONS FOR UNCORRECTED WORK

If the Project Representative deems it inexpedient to correct work injured or done, not in accordance with the contract, an equitable deduction from the contract price will be made therefore.

30. DELAYS AND EXTENSION OF TIME

If the CONTRACTOR be delayed at any time, in the progress of the work by an act of neglect of the CITY or of his employees, or by any other CONTRACTOR employed by the CITY or by Changes ordered in the work or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the CONTRACTOR's control, or by delay authorized by the Project Representative, or by any cause which the Project Representative may decide to justify the delay, then the time of completion will be extended for any such reasonable time as the Project Representative may decide.

No such extension will be made for delay occurring more than seven (7) days before claim therefore is made in writing to the CITY. In the case of a continuing cause or delay, only one claim is necessary.

If no schedule or agreement stating the dates upon which drawings shall be furnished is made, then no claim for delay will be allowed on account of failure to furnish drawings until two weeks after demand for such drawings and not then unless such claims be reasonable.

31. CORRECTION OF WORK BEFORE FINAL PAYMENTS

The CONTRACTOR shall promptly remove from the premises all materials condemned by the Project Representative as failing to conform to the contract, whether incorporated in the work or not, and the CONTRACTOR shall promptly replace and re-execute his own work in accordance with the contract and without expense to the CITY and shall bear the expense of making good all work of other CONTRACTORS destroyed or damaged by such removal or replacement.

If the CONTRACTOR does not correct such condemned work and material within a reasonable time fixed by written notice, the CITY may correct it at the expense of the CONTRACTOR. If the CONTRACTOR does not pay the expense of such correction within three (3) days thereafter, the CITY may, upon three (3) days written notice, deduct all the cost and expenses that should have been borne by the CONTRACTOR.

32. THE CITY'S RIGHT TO DO WORK

If the CONTRACTOR should neglect to prosecute the work properly or fail to perform any provision of this contract, the CITY after three (3) days written notice to the CONTRACTOR, may, without prejudice to any other remedy he may have, make good such deficiencies at the CONTRACTOR's expense.

33. SUSPENSION OF WORK

The CITY may at any time suspend the work or any part thereof by giving five (5) days notice to the CONTRACTOR in writing. The work shall be resumed by the CONTRACTOR within ten (10) days after the date fixed in a written notice to resume work from the

CITY to the CONTRACTOR. The CITY will reimburse the CONTRACTOR for expense incurred by the CONTRACTOR in connection with the work under this contract as a result of such suspension unless the suspension was recommended to the CITY by the Project Representative to enforce the contract or for any violation of the contract.

34. REMOVAL OF EQUIPMENT

In the case of annulment of this contract before completion, from any cause whatever, the CONTRACTOR, if notified to do so by the CITY, shall promptly remove any part or all of his equipment and supplies from the property of the CITY, failing which, the CITY will have the right to remove such equipment and supplies at the expense of the CONTRACTOR.

35. USE OF COMPLETED PORTIONS

Use by CITY of any finished part of the Work, which has specifically been identified in the Contract Documents, or which CITY, Engineer and CONTRACTOR agree constitutes a separately functioning and useable part of the Work that can be used by CITY without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:

- a. CITY at any time may request CONTRACTOR in writing to permit CITY to use any such part of the Work which CITY believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees, CONTRACTOR will certify to CITY and Engineer that said part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify CITY and Engineer in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, CITY, CONTRACTOR and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify CITY and CONTRACTOR in writing giving the reasons therefore. If Engineer considers that part of the Work to be substantially complete, the provisions of Substantial Completion will apply with respect to certification of that part of the Work and the division of responsibility in respect thereof and access thereto.
- b. CITY may at any time request CONTRACTOR in writing to permit CITY to take over operation of any such part of the Work although it is not substantially complete. A copy of such request will be sent to Engineer and within a reasonable time thereafter CITY, CONTRACTOR and Engineer shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If CONTRACTOR does not object in writing to CITY and Engineer that such part of the Work is not ready for separate operation by CITY, Engineer will finalize the list of items to be completed or corrected and will deliver such list to CITY and CONTRACTOR together, with a written recommendation as to the division of responsibilities pending final payment between CITY and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the Work, which will become binding upon CITY and CONTRACTOR at the time when CITY takes over such operation (unless they shall have otherwise agreed in writing and so informed Engineer). During such operation and prior to Substantial Completion of such part of the Work, CITY shall allow CONTRACTOR reasonable access to complete or correct items on said list and to complete other related Work.
- c. If CITY finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with this Article; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be cancelled or lapse on account of any such partial use or occupancy.

36. PROMPT PAYMENT

It is the policy of the CITY that payment for all purchases by the CITY shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act.

37. APPLICATION FOR PAYMENT

The CONTRACTOR shall submit to the CITY, at least 20 days before the date established for each progress payment (but not more often than once a month), an Application for Payment filled out and signed by CONTRACTOR covering the work completed as of the date of the Application. Upon review and approval by the CITY and Engineer (if applicable).

The retained percentage (retainage) amount with respect to the progress payments shall initially be 5% unless stated otherwise in the Construction Services Agreement. Retainage amounts and retainage process shall be governed by Florida Statute 255.078 – Public Construction Retainage.

CONTRACTOR shall, before any draw is issued, provide a sworn statement to CITY attesting that all services, materials and labor, furnished to the project to the date of the draw request have been paid for in full, or listing the amounts due for such services, materials and labor, and if any amounts are listed as being due, the CITY shall have the right to pay those amounts directly to the persons to whom they are due, with the balance of the draw amount to be paid to CONTRACTOR, and if the draw is insufficient to pay the amounts then due for services, materials and labor, the CITY shall pay those to whom such amounts are due on a pro rata basis until the draw is exhausted, and any remaining amounts due others shall be paid first out the next draw due.

The CITY shall not be required to issue progress payments pursuant to the draw schedule until the CITY has verified, by on-site inspection, that construction has in fact progressed to the stage at which a draw is required and that the work done and materials furnished are in compliance with the Contract Documents, and all applicable technical codes. The final draw due upon "completion" shall not be payable until the CITY, its Project Representative or Engineer of Record has determined the work has been completed in accordance with the Contract Documents and a Certificate of Completion has been issued by the CITY.

38. PAYMENTS WITHHELD

The CITY may withhold or, on account of subsequently discovered evidence, recover the whole or part of any payment to such an extent as may be necessary to protect the CITY from loss on account of—

- a. Defective work not remedied.
- b. Claims filed or reasonable evidence indicating probable filing of claims.
- c. Failure of the CONTRACTOR to make payments properly to subcontractors or for materials or labor.
- d. The Project Representative's opinion that the contract cannot be completed for the balance then unpaid.
- e. Damage to another CONTRACTOR.

- f. Failure to maintain adequate progress. vii. Damage to the building resulting from the negligence of the CONTRACTOR.

When the above grounds are removed, payment will be made for amounts withheld because of them.

39. FINAL PAYMENT APPLICATION

Administrative actions and submittals that must precede or coincide with submittal of the final payment Application for Payment include the following:

- a. Completion of Project closeout requirements.
- b. Completion of items specified for completion after Substantial Completion.
- c. Assurance that unsettled claims will be settled.
- d. Transmittal of required project construction records to CITY.
- e. Final Clean Up as outlined in these General Conditions

Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, Engineer will make a final inspection with CITY and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

After CONTRACTOR has completed all such corrections to the satisfaction of Engineer and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, marked-up record documents and other documents--all as required by the Contract Documents, and after Engineer has indicated that the Work is acceptable (subject to the provisions under Waiver of Claims), CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to CITY) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by CITY, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which CITY or CITY's property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any Subcontractor Supplier fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to CITY to indemnify CITY against any Lien.

If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation--all as required by the Contract Documents, Engineer is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application to CITY for payment. Thereupon Engineer will give written notice to CITY and CONTRACTOR that the Work is acceptable subject to the provisions found under "Waiver of Claims". Otherwise, Engineer will return the Application to CONTRACTOR, indicating in writing the reasons for

refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. Thirty days after presentation to CITY of the Application and accompanying documentation, in appropriate form and substance, and with Engineer's recommendation and notice of acceptability, the amount recommended by Engineer will become due and will be paid by CITY to CONTRACTOR.

If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if Engineer so confirms, CITY shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of Engineer, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by CITY for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

40. CONTRACTOR'S CONTINUING OBLIGATION

CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by Engineer, nor the issuance of a certificate of Substantial Completion, nor any payment by CITY to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by CITY, nor any act of acceptance by CITY nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by Engineer, nor any correction of defective Work by CITY will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents (except as provided under Waiver of Claims)

41. DAMAGES

Any claim for damage arising under a resulting Agreement shall be made in writing to the party liable within ten (10) days after the first observance of such damage and not later than the time of final payment, except as expressly stipulated otherwise in the case of faulty work or materials.

42. EQUIPMENT STARTUP

Equipment startup shall be in accordance of the manufacturer's recommendations, and as required to demonstrate performance to the Engineer and CITY in accordance with the specifications. The CONTRACTOR shall provide 30-days notice to the Engineer and CITY of the date on which all equipment and systems will be ready for startup. The startup date shall be arranged as required by the CITY's operational schedule with consideration of the schedule needs of the Engineer and CONTRACTOR.

43. COMPLETION OF WORK

The CONTRACTOR shall be considered "substantially complete" when the equipment and systems have been used without failure for seven (7) continuous days, and in the opinion of the CITY, it's Project Representative or Engineer of Record, all work has been completed in general

accordance with the plans and specifications and all test reports, inspections, etc. have been completed and delivered to the Engineer. Substantial completion shall also mean that degree of completion which allows the CITY to occupy and use the facilities. When the Engineer deems the work to be "substantially complete" he shall indicate this to the CITY in writing with copies to the CONTRACTOR. The date of contract completion shall be the same date at which the CONTRACTOR is considered substantially complete by the Engineer.

44. ACCEPTANCE OF FINISHED WORK

The CITY shall make final acceptance inspection of the Project covered by this Contract when the Project is completed and finished in all respects in accordance with the Contract Documents. CONTRACTOR shall furnish to the Engineer or CITY Representative a complete set of As-Built drawings. These drawings shall be prepared by a licensed Surveyor in the State of Florida and shall be submitted to the Engineer within five (5) days following the completion of the work.

45. FINAL CLEAN UP

The CONTRACTOR shall complete all cleaning operations before requesting final inspection.

The CONTRACTOR shall, as directed by the Project Representative, remove from the CITY's property and from all public and private property, at his own expense, all temporary structures, rubbish, and waste materials resulting from his operation.

The CONTRACTOR shall remove temporary protection and facilities installed for protection of the work during construction.

The CONTRACTOR shall comply with all regulations of authorities having jurisdiction and safety standards for cleaning. The CONTRACTOR shall not burn waste materials. The CONTRACTOR will not discharge volatile, harmful or dangerous materials into drainage systems. The CONTRACTOR will remove all waste materials from the site and dispose of in a lawful manner. Materials of value remaining after completion of associated work will become the owner's property. The CONTRACTOR will arrange for the disposition of these materials as directed by the CITY.

The CONTRACTOR shall rake the grounds that are neither paved nor planted to a smooth, even textured surface.

46. TREES

It shall be the responsibility of the CONTRACTOR to protect all trees within the limits of the work and as designated by the Project Representative.

47. GUARANTY

CONTRACTOR warrants and guarantees to CITY that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in the paragraph in this section labeled 'Inspections, Correction, Removal Of Defective Work'.

All equipment, materials and installation and workmanship furnished by the CONTRACTOR under the terms of the Contract, shall be guaranteed by the CONTRACTOR against defective workmanship, mechanical and physical defects, leakage, breakage and other damages and failure, under normal operation for a period of two (2) years or as otherwise specified in the Technical Specifications and after the date of acceptance thereof by the CITY, and each item of equipment or materials and installation proving to be defective within the specified period of guaranty shall be replaced, without cost to the CITY, by the CONTRACTOR or by the Surety. The period of guaranty of such replacement shall be from and after the date of final acceptance of the Project by the CITY, provided however, that where any item or equipment or material comes with a manufacturer's warranty of two (2) years or longer, that warranty shall take precedence over the warranty of CONTRACTOR hereunder.

48. INDEMNITY

The CONTRACTOR agrees to make payment of all proper charges for labor required in the aforementioned work and defend, indemnify, and save harmless the CITY and Engineer 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 and Engineer 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 the Contract, or through the negligence of the CONTRACTOR in the performance of its duties under this Contract, or through any act or omission on the part of the CONTRACTOR, his agents, employees, or servants or subcontractors.

Provided, however, if this Contract is deemed, by a court of competent jurisdiction, to be a construction contract for the purposes of Section 725.06, Florida Statutes, any obligation of the CONTRACTOR to defend, indemnify or hold harmless an CITY and Engineer shall be limited to an obligation to indemnify and hold harmless the CITY and Engineer, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of this Contract.

49. ASSIGNMENT

Neither party to the contract shall assign the contract or sublet it as a whole without the written consent of the other, nor shall the CONTRACTOR assign any moneys due, or to become due to him hereunder, without the previous written consent of the Project Representative.

50. RIGHTS OF VARIOUS INTERESTS

Wherever work being done by the CITY's forces, or by the other CONTRACTORs, is contiguous to work covered by this contract, the respective rights of the various interests involved will be established by the Project Representative, to secure the completion of the various portions of the work in general harmony.

51. SEPARATE CONTRACTS

The CITY reserves the right to let other contracts in connection with this work. The CONTRACTOR shall afford other CONTRACTORs reasonable opportunity for the introduction

and storage of their materials and the execution of their work, and shall properly conduct and coordinate his work with theirs.

If any part of the CONTRACTOR's work depends, for proper execution or results upon the work of any other CONTRACTOR, the CONTRACTOR shall inspect and promptly report to the Project Representative any defects in such work that render it unsuitable for such proper execution and results. His failure to so inspect and report shall constitute an acceptance of the other CONTRACTOR's work as fit and proper for the reception of his work, except as to defects which may develop in the other CONTRACTOR's work after the execution of the work.

To ensure the proper execution of his subsequent work, the CONTRACTOR shall measure work already in place and shall at once report to the Project Representative any discrepancy between the executed work and the drawings.

52. LANDS FOR WORK

The CITY will provide the lands upon which the work under this contract is to be done, except that the CONTRACTOR shall provide land required for the erection of temporary construction facilities and storage of his material, together with right of access to same.

53. ACCESS TO RECORDS

The CITY, the Florida Department of State, or any of their duly authorized representatives shall have access to any books, documents, papers or any other records prepared by the CONTRACTOR that are directly pertinent to the work produced under this Agreement for making audit, examination, excerpts and transcription. Such records will be maintained for five (5) years after the completion of the work and until claims or audit findings have been resolved which were initiated prior to the expiration of the five (5) year period.

54. EXECUTION, CORRELATION AND INTENT OF DOCUMENTS

The Agreement shall be signed in quadruplicate by the CITY and the CONTRACTOR. The Contract Documents comprise the entire agreement between CITY and CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the Project.

It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or Laws or Regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by

reference in the Contract Documents) shall be effective to change the duties and responsibilities of CITY, CONTRACTOR or Engineer, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to Engineer, or any of Engineer's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of these Supplemental Conditions. Clarifications and interpretations of the Contract Documents shall be issued by Engineer.

If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so report to Engineer in writing at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from Engineer; however, CONTRACTOR shall not be liable to CITY or Engineer for failure to report any conflict, error or discrepancy in the Contract Documents unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

55. CONTRACTOR'S UNDERSTANDING

CONTRACTOR has visited the site, has called for utility locates and has familiarized itself with the local conditions under which the work is to be performed, both underground and above ground and both on and off premises and has correlated these observations with the requirements of the proposed contract documents; all as considered necessary or pertinent to the work, and any failure to thus make all such prior investigations and studies shall in no way act as a waiver of any of the terms of the contract. No verbal agreement or conversation with any officer, agent or employee of the CITY, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained

56. FAMILIARITY WITH LAWS

The CONTRACTOR is required to be familiar with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the CONTRACTOR will in no way relieve him from responsibility.

57. SALES TAX

The CONTRACTOR is required to pay Florida sales and use taxes on all materials purchased for this project unless otherwise specified in the document. All Florida sales and use taxes will be included in the submitted bid price(s).

58. CLARIFICATIONS AND INTERPRETATIONS OF CONTRACT DOCUMENTS

It is the duty of the CONTRACTOR to notify the Engineer, in writing, in the event of any doubt or question as to the true meaning of any provision in the Contract Documents. The Engineer's decision thereon shall be final. Annotated dimensions on drawings shall govern and work not dimensioned shall be as clarified by the Engineer. Work not particularly shown or specified shall be the same as similar parts that are shown or specified. Materials or work described in words which have a well-known technical or trade meaning shall be deemed to refer to such recognized standard.

Engineer will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as Engineer

may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or an extension of the Contract Time then CONTRACTOR shall notify CITY in accordance with the Agreement.

Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work there under. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims in respect of changes in the Contract Price or Contract Time will be referred initially to Engineer in writing with a request for a formal decision in accordance with this paragraph, which Engineer will render writing within a reasonable time. Written notice of each such claim, dispute and other matters will be delivered by the claimant to Engineer and the other party to the Agreement promptly (but in no event later than thirty days) after the occurrence of the event giving rise thereto, and written supporting data will be submitted to Engineer and the other party within sixty days after such occurrence unless Engineer allows an additional period of time to ascertain more accurate data in support of the claim.

When functioning as interpreter and judge under this Article, Engineer will not show partiality to CITY or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by Engineer pursuant this Article with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as permitted by the Agreement.) will be a condition precedent to any exercise by CITY or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute or other matter.

59. LIMITATIONS ON ENGINEER'S RESPONSIBILITIES

Neither Engineer's authority to act nor any decision made by Engineer in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of Engineer to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.

Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of Engineer as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating other-wise). The use of any such term or adjective shall not be effective to assign to Engineer any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of this Article.

Engineer will not be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and Engineer will not be responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.

Engineer will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

60. SAFETY AND PRECAUTION

CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- a. all employees on the Work and other persons and organizations who may be affected thereby;
- b. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and iii. other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph caused, directly or in this Article directly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of CITY or Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR). CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to CITY and CONTRACTOR that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

CONTRACTOR shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR's superintendent unless otherwise designated in writing by CONTRACTOR to CITY.

In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from Engineer or CITY, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give

Engineer prompt written notice that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If Engineer determines that a change in the

Contract Documents is required because of the action taken in response to an emergency, a Work Directive Change or Change Order will be issued to document the consequences of the changes or variations.

61. RECORD DOCUMENTS

CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, reviewed Shop Drawings, Change Orders, Work Directive Changes, Field Orders and written interpretations and clarifications in good order and annotated to show all changes made during construction. These record documents together with all reviewed samples and a counterpart of all reviewed Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents or as-builts, samples and Shop Drawings will be delivered to Engineer for CITY. Upon delivery of such documents to Engineer, the CONTRACTOR shall provide a written certification, signed and dated, that all documents accurately and completely reflect all deviations from or changes in the original Contract Documents made during construction of the project.

Record documents shall be up-to-date and available for review by the resident project representative prior to each application for progress payment. Payment will not be made for construction of items not shown on the record documents.

These requirements also supplement those of Item 66. Not less than two percent (2%) of the contract price shall be retained until correct record drawings, specifications, addenda, modifications and shop drawings are delivered to and reviewed by the Engineer.

62. PHYSICAL CONDITIONS-UNDERGROUND FACILITIES

Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site are based on information and data furnished to CITY or Engineer by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

- a. CITY and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and
- b. CONTRACTOR shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Facilities shown or indicated in the Contract Documents, for coordination of the Work with the owners of such Underground Facilities during construction, for the safety and protection thereof and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

The word facility as used in this subsection titled "Utilities" includes any pipe conveying gases or liquids and appurtenances attached thereto; cables, conduits, wires, ducts and appurtenances; poles and appurtenances; any of which may be buried below grade or installed at or above grade level. A facility excludes irrigation pipes, service connections and traffic signal wiring. A service connection is a pipe (excluding irrigation pipes), cable, wire, duct or conduit that is intended to connect a facility with a user. The word Utility as used in this subsection titled

"Utilities" refers to the entity having legal ownership of the facility, service connection, irrigation pipe, or traffic signal wiring.

The Engineer has endeavored to determine the existence of underground facilities at the site of the work from the records of the utilities with known facilities in the vicinity of the work. The position of these facilities as derived from such records is shown on the plans. Service connections, irrigation pipes, and traffic signal wiring may not be shown on the plans. The CONTRACTOR shall make his own investigations, including exploratory excavations and contact with Utilities, to determine the exact locations and type of existing facilities, service connections, irrigation pipes, and traffic signal wiring prior to commencing work in the area and shall be responsible for any damage thereto.

Damage, injury, or loss resulting in whole or in part from the CONTRACTOR's failure to locate and preserve a facility, service connection, irrigation pipe, or traffic signal wiring shall under no circumstances be deemed attributable to the fault of the Drawings or Specifications or to the acts or omissions of the CITY or Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable.

With respect to underground facilities, no claim for a change in the contract price may be allowed unless the CONTRACTOR discovers an underground facility which is not indicated or referred to in the Contract Documents or which is in a position differing materially and significantly from that indicated or referred to in the Contract Documents. If such discovery is made, the CONTRACTOR shall promptly notify in writing the CITY, Engineer and the Utility. The CITY may make changes in the alignment and grade of the work.

At no additional cost to the CITY, the CONTRACTOR shall replace, remove, relocate, protect, or temporarily maintain a facility which is not in a position differing materially and significantly from that indicated or referred to in the Contract Documents. At no additional cost to the CITY, the CONTRACTOR shall adjust the top elevation of all valve boxes and manholes to match the finish grade or pavement surface and shall replace, remove, relocate, protect, or temporarily maintain all service connections, irrigation pipes, and traffic signal wiring. The work on the facility, service connection, irrigation pipe or traffic signal wiring shall be done in a manner satisfactory to the Utility, it being understood that the Utility has the option of doing such work with his own forces, or permitting the work to be done by the CONTRACTOR.

63. PHYSICAL CONDITIONS

- a. Exploration and Reports: Reference is made in the Special Conditions to those reports of exploration and tests of subsurface conditions at the site that have been utilized by Engineer in preparation of the Contract Documents. Such reports are not guaranteed as to accuracy or completeness and are not part of the Contract Documents.
- b. Unforeseen Conditions: CONTRACTOR shall promptly notify CITY and Engineer in writing of any subsurface or latent physical conditions at the site or in an existing structure differing materially from those indicated or referred to in the Contract Documents. Engineer will promptly review those conditions and advise CITY in writing if further investigation or tests are necessary.

Promptly thereafter, CITY shall obtain the necessary additional investigations and tests and furnish copies to Engineer and CONTRACTOR. If Engineer finds that the results of such investigations or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by CONTRACTOR, a Change Order shall be issued incorporating the necessary revisions.

64. REVIEW OF APPLICATION FOR PROGRESS PAYMENT

Engineer will, within ten days after receipt of each Application for Payment, to either indicate in writing a recommendation of payment and present the Application to CITY, or return the Application to CONTRACTOR indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

Ten (10) days after presentation of the Application for Payment with Engineer's recommendation, the amount recommended will become due and when due will be paid by CITY to CONTRACTOR.

Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to CITY, based on Engineer's on-site observations of the Work in progress as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of Engineer's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work, and to any other qualifications stated in the recommendation); and that CONTRACTOR is entitled to payment of the amount recommended. However, by recommending any such payment Engineer will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents or that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by CITY or CITY to withhold payment to CONTRACTOR.

Engineer's recommendation of final payment will constitute an additional representation by Engineer to CITY that the conditions precedent to CONTRACTOR's being entitled to final payment have been fulfilled.

Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make such representations to CITY. Engineer may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or test, nullify any such payment previously recommended; to such extent as may be necessary in Engineer's opinion to protect CITY from loss.

CITY may refuse to make payment of the full amount recommended by Engineer because claims have been made against CITY on account of CONTRACTOR's performance or furnishing of the

Work or Liens have been filed in connection with the Work or there are other items entitling CITY to a set-off against the amount recommended, but CITY must give CONTRACTOR immediate written notice (with a copy to Engineer) stating the reasons for such action.

65. SUBSTANTIAL COMPLETION

When CONTRACTOR considers the entire Work ready for its intended use, CONTRACTOR shall notify CITY and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that Engineer issue a certificate of Substantial Completion. Within a reasonable time thereafter, CITY, CONTRACTOR and Engineer shall inspect the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify CONTRACTOR in writing giving the reasons therefore. If Engineer considers the Work substantially complete, Engineer will prepare and deliver to CITY a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. CITY shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within fourteen days after submission of the tentative certificate to CITY notify CONTRACTOR in writing, stating the reasons therefore. If, after consideration of CITY's objections, Engineer considers the Work substantially complete, Engineer will within said fourteen days execute and deliver to CITY and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from CITY. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to CITY and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between CITY and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties. Unless CITY and CONTRACTOR agree otherwise in writing and so inform Engineer prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendations will be binding on CITY and CONTRACTOR until final payment.

CITY shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but CITY shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

66. INSPECTIONS, CORRECTION, REMOVAL OF DEFECTIVE WORK

Engineer and Engineer's representatives, other representatives of CITY, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide proper and safe conditions for such access.

CONTRACTOR shall give Engineer timely notice of readiness of the Work for all required inspections or tests.

If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefore, pay all costs in connection therewith and furnish Engineer the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with CITY's or Engineer's acceptance of a Supplier of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. The cost of all inspections, tests and approvals in addition to the above which are required by the Contract Documents shall be paid by CITY (unless otherwise specified).

All inspections, tests or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to CITY and CONTRACTOR (or by Engineer if so specified).

If any Work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation. Such uncovering shall be at CONTRACTOR's expense unless CONTRACTOR has given Engineer timely notice of CONTRACTOR's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

Neither observations by Engineer nor inspections, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR's obligations to perform the Work in accordance with the Contract Documents.

If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at CONTRACTOR's expense.

If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, CONTRACTOR, at Engineer's request, shall uncover, expose or otherwise make available for observation, inspection or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, (including but not limited to fees and charges of engineers, architects, attorneys and other professionals), and CITY shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefore as provided in Special Conditions. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefore as provided in Special Conditions.

If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, CITY may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this

right of CITY to stop the Work shall not give rise to any duty on the part of CITY to exercise this right for the benefit of CONTRACTOR or any other party.

If required by Engineer, CONTRACTOR shall promptly either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by Engineer, remove it from the site and replace it with non-defective Work. CONTRACTOR shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

67. ACCEPTANCE OF DEFECTIVE WORK; CORRECTION OF DEFECTIVE WORK BY THE CITY

If, instead of requiring correction or removal and replacement of defective Work, CITY (and, prior to Engineer's recommendation of final payment) prefers to accept it, CITY may do so. CONTRACTOR shall bear all direct, indirect and consequential costs attributable to CITY's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness and to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals). If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and CITY shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, CITY may make a claim. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to CITY.

If CONTRACTOR fails within a reasonable time after written notice of Engineer to proceed to correct and to correct defective Work or to remove and replace rejected Work as required by Engineer, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, CITY may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph CITY shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, CITY may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which CITY has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow CITY, CITY's representatives, agents and employees such access to the site as may be necessary to enable CITY to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of CITY in exercising such rights and remedies will be charged against CONTRACTOR in an amount approved as to reasonableness by Engineer, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and CITY shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, CITY may make a claim. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's defective Work. CONTRACTOR shall not be allowed an extension of the

Contract Time because of any delay in performance of the Work attributable to the exercise by CITY of CITY's rights and remedies hereunder.

68. ARBITRATION

Before bringing any action in any court of competent jurisdiction pertaining to any claim, dispute or other matter in question arising out of or relating to the Contract Documents or the breach thereof, in an amount less than \$25,000, except for claims which have been waived by the making and acceptance of final payment, the claimant/objector (Party A) shall first offer to arbitrate the question(s) with the other party to the contract (Party B) by notifying him in writing and setting forth in such notice the question(s) to be arbitrated.

Party B can select to arbitrate or not. If Party B agrees to arbitrate, he shall so advise Party A in writing within ten days after receipt of Party A's notice. Notice by Party B that he does not wish to arbitrate or failure of Party B to notify Party A within the ten-day period will give Party A the right to institute a court action.

If Party B agrees to arbitrate, the arbitration shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association except as modified herein. In such event, the agreement to arbitrate shall be specifically enforceable under the provisions of the Florida Arbitration Code, S682, Fla. Stat., as it may be from time to time amended. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.

If Party B agrees to arbitrate, then Party A shall file its notice of demand for arbitration in writing with Party B and with the American Arbitration Association, and a copy shall be filed with the Engineer. Notice of demand for arbitration shall be served on the parties referred to herein no later than thirty days from the date Party B agrees to arbitrate the issues in question.

Failure to serve the notice of demand for arbitration shall constitute a waiver and abandonment of the claims for which arbitration is sought. Notice of demand for arbitration shall in no event be made on any claim, dispute or other matter in questions which would be barred by the applicable statute of limitations.

If the dollar amount of the claim exceeds \$25,000, arbitration may only be utilized if both Party A and party B agree to arbitrate.

The CONTRACTOR shall carry on the Work and maintain the progress schedule during any arbitration proceedings, unless otherwise mutually agreed in writing.

The Florida Rules of Civil Procedure pertaining to discovery shall apply to both parties during arbitration, and, at the CITY's sole option, any and all arbitration arising out of or relating to any of the Contract Documents or any breach thereof shall include by consolidation, joinder, or joint filing any additional person or entity not a party to this Agreement to the extent necessary for the final resolution of the matter in controversy.

At least one of the members of the arbitration panel must be an attorney licensed to practice law in the State of Florida.

The surety shall be bound by the arbitration award to the same extent as the CONTRACTOR is bound.

The arbitration panel shall submit a written opinion with findings of fact and conclusions of law stating the basis for the decision made, and including an award of arbitration that may be confirmed by a court of competent jurisdiction.

Unless CITY agrees to the contrary, the location of any and all arbitration proceedings shall be in Lake County, Florida.

[End of Supplemental Conditions.]

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.4.

Meeting Date: August 25, 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 a Task Order with AVCON, Inc., for construction administrative services for the Construction of Veterans Road Infrastructure Project, at the Leesburg International Airport; and providing an effective date.

Staff Recommendation:

Staff recommends execution of the Task Order with AVCON, Inc., for construction oversight services.

Analysis:

By Resolution 11,769, dated January 22, 2024, AVCON, Inc. is working under an agreement for professional services on a continuing basis.

Procurement Analysis:

N/A

Options:

1. Approve and execute the Task Order with AVCON, Inc.; or,
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

This project is funded 80% or \$48,640.00 by an FDOT reimbursable grant. The Airport's local share is \$12,160.00.

Account No. 048-8099-542-6310

Project No. 480003

WF No. 1444418/2

Requisition 57701

Budget \$60,800.00

Available \$60,800.00

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A TASK ORDER WITH AVCON, INC., FOR CONSTRUCTION ADMINISTRATIVE SERVICES FOR THE CONSTRUCTION OF VETERANS ROAD INFRASTRUCTURE PROJECT, AT THE LEESBURG INTERNATIONAL AIRPORT; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with AVCON, Inc., whose address is 5555 E. Michigan Street, Suite 200, Orlando, Florida 32822.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 25th day of August 2025.

Mayor

ATTEST:

City Clerk

**TASK ORDER UNDER AN
AGREEMENT FOR PROFESSIONAL SERVICES
ON A CONTINUING BASIS**

THIS TASK ORDER is made as of the 28th day of July in the year 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”, or “SPONSOR”, or “OWNER”), and **AVCON, INC.** whose address is 5555 E. Michigan Street, Suite 200, Orlando, FL 32822 (hereinafter referred to as the “PROFESSIONAL”, or “CONSULTANT”, or “Consultant”).

WITNESSTH:

WHEREAS, on January 22, 2024, pursuant to resolution 11,769 the CITY and PROFESSIONAL entered into an Agreement for professional engineering services on a continuing basis (hereinafter referred to as the “Master Agreement”). The Master Agreement is referenced herein as though set forth in full text.

WHEREAS, the CITY and the PROFESSIONAL desire to enter into a Written Task Order (hereinafter referred to as “Task Order”) for professional services providing design services on the below referenced Project.

NOW THEREFORE, for and in consideration of the mutual covenants and promises contained in this Task Order, the CITY and the PROFESSIONAL do hereby agree as set forth below:

1. **Recitals.**

The above recitals are true and correct and are incorporated herein.

2. **Scope of Services.**

The Parties agree to the Scope of Services and Fee pursuant to the terms and conditions set forth in the PROFESSIONAL’s proposal included as ATTACHMENT ‘A’ for the project generally described as:

**Project:
LEESBURG INTERNATIONAL AIRPORT
VETERANS ROAD HANGAR INFRASTRUCTURE
CONSTRUCTION PHASE SERVICES**

3. **Compensation.**

The PROFESSIONAL shall perform the Scope of Services for an amount of **\$60,800.00**. The cost of these services shall not exceed this amount unless the CITY has executed a written Change Order approving additional Services and additional compensation. *[Signature page follows.]*

IN WITNESS WHEREOF, the parties hereto have executed this Task Order on the date stated in the preamble.

AVCON, INC.

By: *Sandeep Singh*

Printed: Sandeep Singh

Its: President
(Title)

THE CITY OF LEESBURG, FLORIDA

By: _____
Alan Reisman, Mayor

ATTEST:

J. Andi Purvis, City Clerk

APPROVED AS TO FORM:

William Watson, City Attorney

ATTACHMENT A
SCOPE OF SERVICES



Leesburg International Airport
Veterans Road Hangar Infrastructure
Construction Phase Services

PROJECT DESCRIPTION:

The Leesburg International Airport (LEE) identified the area north of Veterans Road and east of Taxiway K for development of aircraft storage and maintenance hangars for general aviation aircraft. The future hangars will be built by private owners on up to four parcels. The Airport will provide taxilane access from Taxiway K to the parcels, an automobile access road from Veterans Road, and extension of utility mains for future service connections by others. Construction will include clearing and grubbing for the full project area/parcel, paving, grading, drainage, security fence installation, and modification to the adjacent airfield lighting system. Stormwater improvements for the taxilane and road as required by St. Johns River Water Management District (SJRWMD) are also included.

PROJECT JUSTIFICATION:

The Airport has demand for shovel ready parcels to be developed by private owners.

TASKS AND COST:

This scope of services includes Design, Bidding, and Construction Phase Services. Total Lump Sum cost of this scope of services is **\$60,800.00**.

SERVICES:

Administration

The CONSULTANT shall aid the SPONSOR by acting as its liaison and Project coordinator with the FDOT during the Project's bidding and construction. In addition, the CONSULTANT shall assist the SPONSOR in the preparation of paperwork required to secure funds for the Project. The specific services to be provided or furnished for this Phase of the Project are the following:

- Grant management.
- Preparation of reimbursement requests.
- Project coordination with the funding agencies.

Construction Phase

Task 1 - Construction Administration

Construction Contract Administration shall consist of observation of the construction to become generally familiar with the progress and quality of the Contractor's work to determine if the work is proceeding in general conformity with the Contract Documents. In addition, the CONSULTANT shall aid the SPONSOR by acting as its liaison and Project coordinator with FDOT during the construction of the Project.

Construction Contract Administration includes the following services:

- Prepare reimbursement request packages; coordinate their execution by the SPONSOR and submit to FDOT.
- Schedule and conduct a pre-construction conference. Prepare and distribute meeting minutes.
- Schedule and conduct bi-weekly construction coordination meetings. Prepare and distribute meeting minutes.
- Review, approve, or take other appropriate action on all Contractor-required submittals, such as construction schedules and phasing programs, shop drawings, product data, catalog cuts, and samples.
- Review alternative construction methods proposed by the Contractor and advise the SPONSOR of the impact of these methods on the schedule and quality of the Project.
- Prepare supplemental drawings and change orders necessary to execute the work properly within the intended scope. Assist the SPONSOR in resolving contractor claims and disputes.
- Provide interpretation of the Contract Document requirements and advise the Contractor of these on behalf of the SPONSOR when necessary.
- Review and approve monthly and final payments to the Contractor.
- Conduct final inspection of the completed Project with the SPONSOR, FDOT, and the Contractor.
- Furnish the SPONSOR one reproducible set of the record drawings for the completed Project taken from the annotated record drawings based upon Contractor provided information and Contractor provided as-built survey.
- Issue certificates of construction completion to the SPONSOR and FDOT.
- Perform an orderly closeout of the Project as required by SPONSOR and FDOT.

Task 2 - Construction Observation

Construction Observation shall consist of observation on a part-time basis by an engineer/inspector who will also:

- Maintain the Project records in accordance with the FDOT standard requirements.
- Review documents and submissions by Contractor(s) pertaining to scheduling and advise the SPONSOR as to their acceptability.
- Observe the Work to determine general conformity with the Contract

Documents and to ascertain the need for correction or rejection of the Work. Neither the activities of the engineer/inspector and/or supporting staff nor the presence of any of them at a construction/Project site shall relieve Contractor of its obligations, duties, and responsibilities, including but not limited to, construction means, methods, sequences, techniques, or procedures necessary for performing, superintending, or coordinating the Work in accordance with the Contract Documents and any health or safety precautions or measures required by regulatory agencies.

- Coordinate, schedule, oversee, and review Construction Material Quality Assurance testing in accordance with the Contract and/or the Contractor's approved Quality Control Plan.
- Review of testing and inspection completed by contractor.
- Prepare and submit inspection reports of construction activity and problems encountered as required by SPONSOR and FDOT.

The construction contract has an approximately 180-calendar day duration from the full notice to proceed. This scope and fee assume that there will be part-time inspection of the project, and it is assumed that one person will be onsite for 15 days of observation, and another person will be onsite bi-weekly for a coordination/progress meeting.

END OF ATTACHMENT A

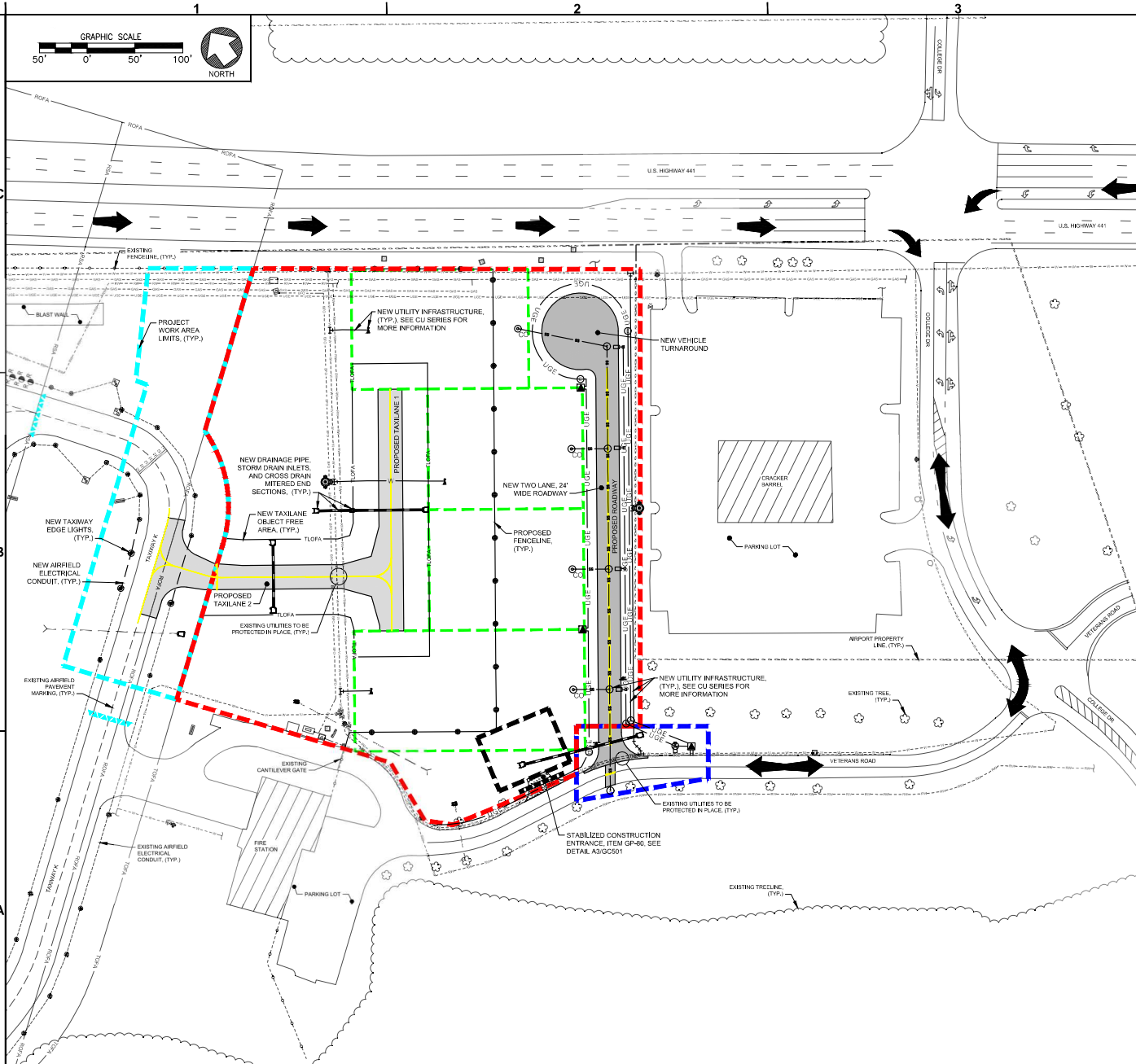
ATTACHMENT B - HOUR AND FEE PROPOSAL
VETERANS ROAD HANGAR INFRASTRUCTURE - CONSTRUCTION PHASE SERVICES
LEESBURG INTERNATIONAL AIRPORT

07/08/2025

TASK	DESCRIPTION	Principal		Sr. Project Manager		Project Engineer		Sr. Inspector		Contract Administrator		Admin		Labor		Subconsultant Cost
		Rate/Hour:	\$ 310	Rate/Hour:	\$ 230	Rate/Hour:	\$ 150	Rate/Hour:	\$ 140	Rate/Hour:	\$ 120	Rate/Hour:	\$ 80			
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	
1	CONSTRUCTION ADMINISTRATION															
1.1	Grant Administration and Project Coordination	4	\$ 1,240	8	\$ 1,840		\$ -		\$ -		\$ -		\$ -	12	\$ 3,080	\$ -
1.2	Pre-Construction meeting		\$ -	4	\$ 920	8	\$ 1,200		\$ -		\$ -		\$ -	12	\$ 2,120	\$ -
1.3	Bi-Weekly Construction meetings		\$ -		\$ -	72	\$ 10,800		\$ -		\$ -		\$ -	72	\$ 10,800	\$ -
1.4	Submittal review and approval, RFI resolution		\$ -	8	\$ 1,840	8	\$ 1,200		\$ -	16	\$ 1,920		\$ -	32	\$ 4,960	\$ -
1.5	Pay application review and approval		\$ -		\$ -	12	\$ 1,800		\$ -	16	\$ 1,920		\$ -	28	\$ 3,720	\$ -
1.6	Final punchwalk, final punchlist, and final inspection		\$ -	8	\$ 1,840	16	\$ 2,400		\$ -	2	\$ 240		\$ -	26	\$ 4,480	\$ -
1.7	Project closeout		\$ -	4	\$ 920	8	\$ 1,200		\$ -	4	\$ 480		\$ -	16	\$ 2,600	\$ -
	Subtotal	4	\$ 1,240	32	\$ 7,360	124	\$ 18,600	0	\$ -	38	\$ 4,560	0	\$ -	198	\$ 31,760	\$ -
2	CONSTRUCTION OBSERVATION															
2.1	On-site construction observation		\$ -		\$ -		\$ -	150	\$ 21,000		\$ -		\$ -	150	\$ 21,000	
2.2	Material Testing		\$ -		\$ -	8	\$ 1,200		\$ -		\$ -		\$ -	8	\$ 1,200	\$ 6,840
	Subtotal	0	\$ -	0	\$ -	8	\$ 1,200	150	\$ 21,000	0	\$ -	0	\$ -	158	\$ 22,200	\$ 6,840
	Total	4	\$ 1,240	32	\$ 7,360	132	\$ 19,800	150	\$ 21,000	38	\$ 4,560	0	\$ -	356	\$ 53,960	\$ 6,840

Total Project Fee	\$ 60,800
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VA 2024-2024-236.02 - LEE - Veterans Road Development 2024-236.02 - CAD Veterans Rd Production Drawings 2024-236.02 - JUN 09, 2025 - 5:01 pm



A1 GENERAL PLAN AND CONSTRUCTION SAFETY AND PHASING PLAN

WORK AREA A
 WORK AREA A SHALL CONSIST OF ALL PROJECT RELATED SCOPE WITHIN THE WORK AREA LIMITS INCLUDING, BUT NOT LIMITED TO: CLEARING AND GRUBBING, EXCAVATION/GRADING, PAVING OPERATIONS, UTILITY WORK, MARKINGS, AND DRAINAGE IMPROVEMENTS.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE BEST WAY TO ACCESS THE CONTRACTOR'S STAGING, LAY-DOWN, STOCKPILE, AND PERSONAL VEHICLE PARKING AREA. WORK IN THIS AREA SHALL BE LIMITED TO 180 CALENDAR DAYS.

WORK AREA B
 WORK AREA B SHALL CONSIST OF ALL PROJECT RELATED SCOPE WITHIN THE WORK AREA LIMITS INCLUDING, BUT NOT LIMITED TO: EXCAVATION/GRADING, MARKINGS, PAVING OPERATIONS, AND ELECTRICAL WORK. WORK IN WORK AREA B SHALL BE CONCURRENT TO WORK WITHIN WORK AREA A.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE BEST WAY TO ACCESS THE CONTRACTOR'S STAGING, STORING, LAY-DOWN, STOCKPILE, AND PERSONAL VEHICLE PARKING AREA. WORK AREA B SHALL REQUIRE A PARTIAL TAXIWAY CLOSURE AND WILL BE LIMITED TO 30 CALENDAR DAYS. A PARTIAL TAXIWAY CLOSURE SHALL BE REQUIRED FOR THE DURATION OF WORK AREA B. LIMITS OF THE TAXIWAY CLOSURE SHALL BE FROM RUNWAY 4-22 RUNWAY SAFETY AREA TO THE EDGE OF PAVEMENT TAXIWAY FOR FIRE STATION ENTRANCE.

THE START DATE FOR WORK AREA B SHALL BE COORDINATED WITH THE OWNER AND ENGINEER AT LEAST 72 HOURS IN ADVANCE. NOTAMS SHALL BE IN PLACE A MINIMUM OF 72 HOURS PRIOR TO THE PLANNED PARTIAL TAXIWAY CLOSURE.

EXISTING PAVEMENT DISTURBED BY WORK IN WORK AREA B OUTSIDE OF THE LIMITS SHOWN SHALL BE RESTORED TO ORIGINAL CONDITION OR BETTER.

TEMPORARY WIRING SHALL BE REQUIRED TO MAINTAIN ALL AIRFIELD LIGHT SYSTEMS. THE CONTRACTOR SHALL PROVIDE TEMPORARY JUMPERS AS NECESSARY TO MAINTAIN AIRFIELD LIGHTING. ALL AIRFIELD SYSTEMS SHALL REMAIN IN OPERATING CONDITION FOR ALL PORTIONS OF THE AIRFIELD WHICH ARE OR COULD BE OPENED TO TRAFFIC AT THE END OF THE WORK PERIOD. OTHER LIGHTING SYSTEMS WITHIN THE WORK AREA, WHICH WILL BE TAKEN OUT OF SERVICE WHEN REQUIRED BY CONSTRUCTION SYSTEMS SHALL BE RESTORED AT THE COMPLETION OF THE PHASE.

WORK AREA C
 WORK AREA C SHALL CONSIST OF ALL PROJECT RELATED SCOPE WITHIN THE WORK AREA LIMITS INCLUDING, BUT NOT LIMITED TO: EXCAVATION/GRADING, MARKINGS, PAVING OPERATIONS, AND UTILITY WORK. WORK IN WORK AREA C SHALL BE CONCURRENT TO WORK WITHIN WORK AREAS A AND B.

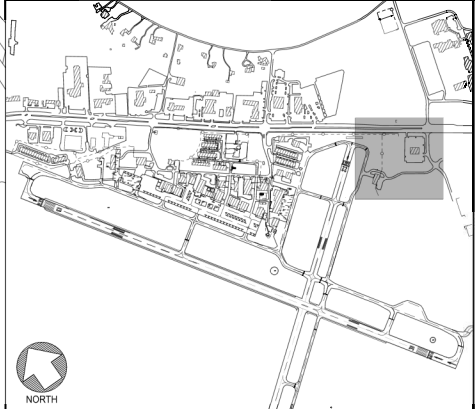
IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE BEST WAY TO ACCESS THE CONTRACTOR'S STAGING, STORING, LAY-DOWN, STOCKPILE, AND PERSONAL VEHICLE PARKING AREA. WORK AREA C SHALL BE LIMITED TO 30 CALENDAR DAYS.

EXISTING PAVEMENT DISTURBED BY WORK IN WORK AREA C OUTSIDE OF THE LIMITS SHOWN SHALL BE RESTORED TO ORIGINAL CONDITION OR BETTER.

FULL CLOSURES ON VETERANS ROAD SHALL NOT BE PERMITTED UNDER ANY CIRCUMSTANCES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ADHERE TO THE STANDARDS SET FORTH BY THE FOOT TEMPORARY TRAFFIC CONTROL (MAINTENANCE OF TRAFFIC) HANDBOOK, AUGUST 2016 EDITION AND TO FOLLOW THE GUIDELINES SET FORTH BY DESIGN STANDARD 603 "TWO-LANE, TWO-WAY WORK WITHIN THE TRAVEL WAY" SHEET 1 LOCATED IN THE 2018 FOOT DESIGN STANDARDS FOR TRAFFIC CONTROL THROUGH WORK ZONES TO MAINTAIN CONSTANT WORK IN WORK AREA C. MEASUREMENT AND PAYMENT SHALL BE INCLUDED IN THE CONTRACT UNIT PRICE FOR ITEM 6200, CONSTRUCTION SAFETY AND PHASING.

- WORK AREA A
- WORK AREA B
- WORK AREA C
- POTENTIAL LAND LEASE BOUNDARIES
- CONTRACTOR STAGING, LAY-DOWN, STOCKPILE, AND PERSONAL VEHICLE PARKING AREA. AREA MAY BE INCREASED ONCE CLEARING AND GRUBBING IS COMPLETED BUT SHALL REMAIN OUTSIDE OF AIRPORT SECURITY FENCELINE.
- NEW TAXIWAY ASPHALT PAVEMENT SECTION
- NEW ROADWAY ASPHALT PAVEMENT SECTION
- CONTRACTOR ACCESS ROUTE, (TYP.)
- LOW-PROFILE BARRICADES INTENDED FOR WORK AREA B, SEE DETAIL C4/GC501

B4 CSPP NOTES AND SHEET LEGEND



A4 KEY PLAN

LEESBURG
EST. 1957

REVISIONS	
NO.	DATE
1	2024-236.02

SCALE: AS SHOWN
 DATE: JUNE 2025
 DRAWN: PV, DJN
 DESIGNED: PV
 APPROVED: DJN

GENERAL PLAN AND CONSTRUCTION SAFETY AND PHASING PLAN

VETERANS RD HANGAR INFRASTRUCTURE
 LEESBURG INTERNATIONAL AIRPORT (LEE), 8801 AIRPORT BLVD. LEESBURG, FL 34788

AVCON
 AVCON, INC.
 1100 S. W. 10th Ave., Suite 100
 Fort Lauderdale, FL 33304
 (954) 576-1000
 www.avcon.com

AVCON PROJECT NUMBER
 2024-236.02
 SHEET
GC101

THIS SHEET MUST BE PRINTED IN COLOR TO BE VALID
ISSUED TO BID DRAWINGS

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.5.

Meeting Date: August 25, 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 a Public Transportation Grant Agreement (PTGA) FM No. 457330-1-94-01, between the City of Leesburg and the State of Florida Department of Transportation, for the East Taxilanes Reconstruction Design, at the Leesburg International Airport; and providing an effective date.

Staff Recommendation:

Staff recommends approval and execution of the Public Transportation Grant Agreement (PTGA) FM No. 457330-1-94-01.

Analysis:

Staff has received PTGA FM No. 457330-1-94-01, for the East Taxilanes Reconstruction Design & Bidding project from the FDOT, for 80% of the project costs.

The 2024 FDOT Statewide Airfield Pavement Management Report reflects the need for reconstruction of taxilanes which have Pavement Control Index (PCI) values ranging between 22 and 70, with a forecasted drop to between 15 and 64 by 2029. The taxilanes are included as a Year 1 Rehabilitation Priority in the report.

Procurement Analysis:

N/A

Options:

1. Approve the resolution authorizing execution of the PTGA with the FDOT; or,
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Approval of this grant will bring in \$113,600.00 from the FDOT. This project was not budgeted; however, FDOT offered to provide funding after an inspection of the pavement conditions. A budget adjustment will be processed to add these funds to the current Airport Capital Projects.

Account No. 048-0000-334-41.00

WF No. 1663117/1

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A PUBLIC TRANSPORTATION GRANT AGREEMENT (PTGA) FM NO. 457330-1-94-01, BETWEEN THE CITY OF LEESBURG AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, FOR THE EAST TAXILANES RECONSTRUCTION DESIGN, AT THE LEESBURG INTERNATIONAL AIRPORT; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with the Florida Department of Transportation, whose address is 719 S Woodland Boulevard, DeLand, Florida 32720.

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 25th day of August 2025.

Mayor

ATTEST:

City Clerk

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Financial Project Number(s): (item-segment-phase-sequence) <u>457330-1-94-01</u>	Fund(s): <u>Work Activity Code/Function: 215</u> Federal Award Identification Number (FAIN) – Transit only: <u>N/A</u> Federal Award Date: <u>N/A</u> Agency UEI Number: _____	DDR <u>FLAIR Category: 088719</u> Object Code: <u>751000</u> Org. Code: <u>55052000531</u> Vendor Number: <u>VF596000362006</u>
Contract Number: _____	CFDA Number: <u>N/A</u>	
CFDA Title: <u>N/A</u>	CSFA Number: <u>55.004</u>	
CSFA Title: <u>Aviation Grant Program</u>		

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and City of Leesburg, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Design and Bidding East Taxilane Reconstruction at Leesburg International Airport, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- 3. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- ☒ **Aviation**
- ☐ **Seaports**
- ☐ **Transit**
- ☐ **Intermodal**
- ☐ **Rail Crossing Closure**
- ☐ **Match to Direct Federal Funding** (Aviation or Transit)
- ☐ (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- ☐ **Other**

- 4. Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- ☒ Exhibit A: Project Description and Responsibilities
- ☒ Exhibit B: Schedule of Financial Assistance
- ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
- ☐ *Exhibit B2: Advance Payment Financial Provisions
- ☐ *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
- ☒ *Exhibit C: Terms and Conditions of Construction
- ☒ Exhibit D: Agency Resolution
- ☒ Exhibit E: Program Specific Terms and Conditions
- ☒ Exhibit E1: Prohibition Based on Health Care Choices
- ☐ Exhibit E2: Exterior Vehicle Wrap, Tinting, Paint, Marketing and Advertising (Transit)

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- ☒ Exhibit F: Contract Payment Requirements
☒ *Exhibit G: Audit Requirements for Awards of State Financial Assistance
☐ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
☐ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
☐ *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. Time. Unless specified otherwise, all references to “days” within this Agreement refer to calendar days.

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through June 1, 2029. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. ☐ If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the day of , or within days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. Amendments, Extensions, and Assignment. This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. Termination or Suspension of Project. The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. Project Cost:

- a. The estimated total cost of the Project is \$142,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$113,600 and, the Department's participation in the Project shall not exceed 80.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:
- ☒ Travel expenses are NOT eligible for reimbursement under this Agreement.
- ☐ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

- f. Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

- g. Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.
- k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. **Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:
- "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project**

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Description and Responsibilities, and as set forth in **Exhibit “B”, Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit “A”, Project Description and Responsibilities**.

11. General Requirements. The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. Necessary Permits Certification.** The Agency shall certify to the Department that the Agency’s design consultant and/or construction contractor has secured the necessary permits.
- b. Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. Notification Requirements When Performing Construction on Department’s Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department’s right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i.** Require the construction work of the Project that is on the Department’s right-of-way to be performed by a Department prequalified contractor, or
 - ii.** Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d.** ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e.** ☐ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i.** ☐ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii.** ☐ Agency has selected to apply a de minimus rate of 15% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii.** ☐ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
- f. Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms

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and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

- g. Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors

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and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

13. Maintenance Obligations. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. Single Audit. The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by

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Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

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v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the Federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
5. Withhold further Federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

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- i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as

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applicable.

- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide 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.

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- c. Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- d. Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. E-Verify.** The Agency shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. 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.
- h. Projects with Non-profit Organizations.** Pursuant to Section 216.1366, Florida Statutes, if the Agency is a nonprofit organization as defined in Section 215.97(2)(m), Florida Statutes, the Agency shall provide documentation to indicate the amount of state funds:
 - i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Agency
 - ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Agency. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S., and must additionally be posted to the Agency's website, if the Agency is a non-profit organization and maintains a website. The Agency shall utilize the Department's Form 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject Form is required for every contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations.

Pursuant to Section 216.1366, F.S., the term:

- i. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing and equivalent function.

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- ii. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing and meals.
 - iii. "State Funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the Medicaid program.
- i. Design Services and Construction Engineering and Inspection Services. If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include

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operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

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19. Miscellaneous:

- a. Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum

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and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY City of Leesburg

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: James S. Stroz, Jr., P.E.

Title: _____

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

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EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): The project includes design, bidding and permitting services for the reconstruction of the taxilanes serving the hangars east of Echo Drive connected to Taxiway B. The project limits are depicted on Attachment C. The design includes paving, grading, drainage and pavement markings for the taxilanes and aprons connecting the hangars to taxilanes. Additionally, abandoned concrete pavement along Taxiway B will be removed to allow geometry correction for the taxilane connections. Stormwater permitting required by St. John's River Water Management District (SJRWMD) will be completed during the project.

B. Project Location (limits, city, county, map): Leesburg International Airport/Leesburg, FL/Lake

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, bid and award services, survey and geotechnical costs, permitting, plans preparation and bid documents for the taxilane construction project. The Sponsor will comply with Aviation Program Assurances.

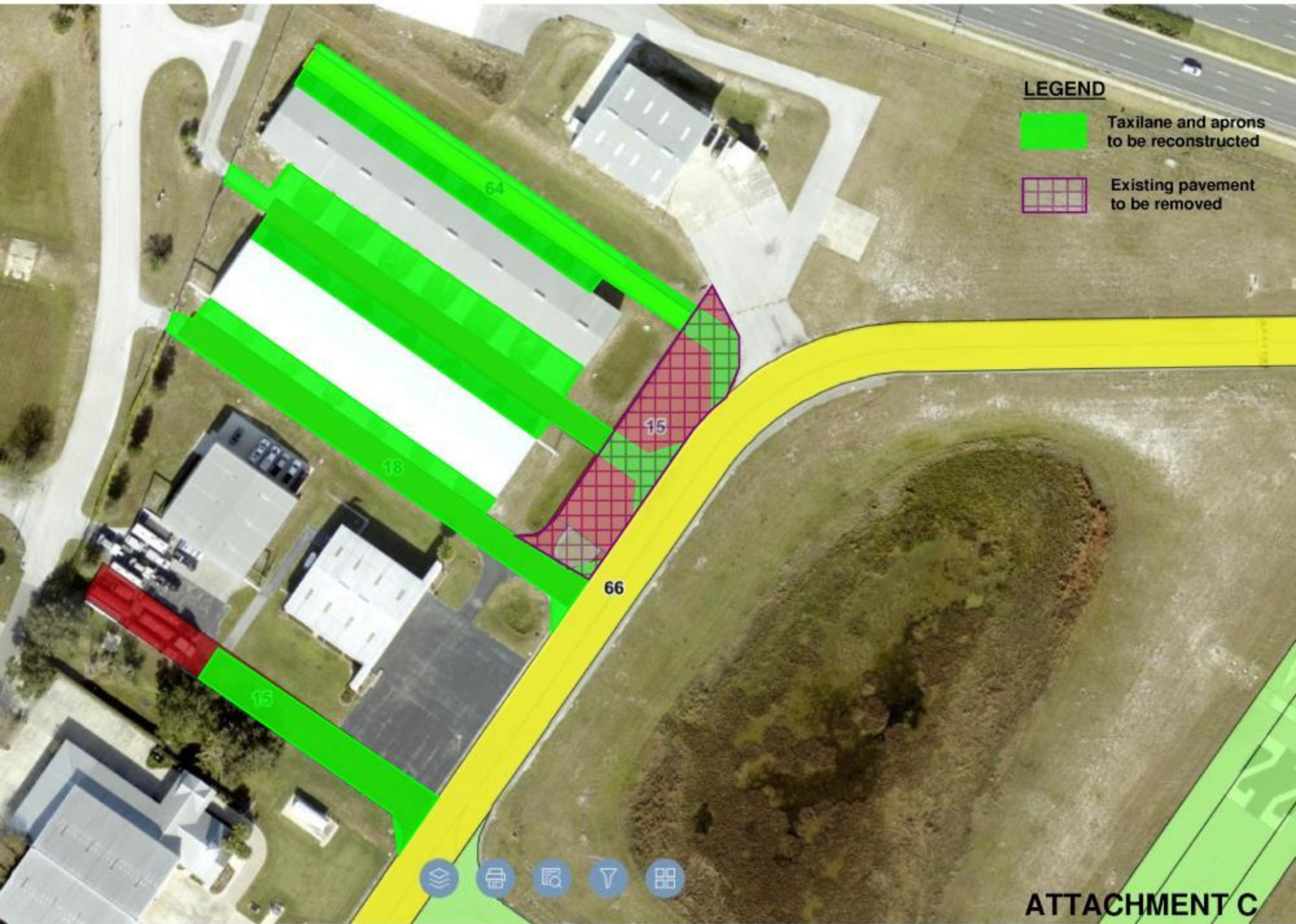
D. Deliverable(s): Final close out documents to be uploaded in JACIP.

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): Not Applicable

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.



LEGEND



Taxilane and aprons
to be reconstructed



Existing pavement
to be removed

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EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
457330-1-94-01	DDR	088719	2026	751000	55.004	Aviation Grant Program	\$113,600.00
457330-1-94-01	LF	088719	2026	751000	55.004	Aviation Grant Program	\$28,400.00
Total Financial Assistance							\$142,000.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$113,600.00	\$28,400.00	\$0.00	\$142,000.00	80.00	20.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$113,600.00	\$28,400.00	\$0.00	\$142,000.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	
Common Name/UZA Name (Transit Only)	

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Luci Taylor

Department Grant Manager Name

Signature

Date

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- a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.
- b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Luci Taylor (email: luciana.taylor@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.
- c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.
- d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).
- e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.
- f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. Construction on the Department's Right of Way. If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

- a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

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- b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.
- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is Luci Taylor.
- e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

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estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

- i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
- k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.
- m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

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without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

- q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
- r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation): Not Applicable
- u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:

800-780-7102

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

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PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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EXHIBIT E

**PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES**

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit “A”, Project Description and Responsibilities**, and **Exhibit “B”, Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
3. The Agency shall comply with the assurances as specified in this Agreement.
4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.
7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.
8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.
10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):
 - a. **Florida Statutes (F.S.)**
 - Chapter 163, F.S., Intergovernmental Programs
 - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
 - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
 - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
 - Chapter 332, F.S., Airports and Other Air Navigation Facilities
 - Chapter 333, F.S., Airport Zoning

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b. Florida Administrative Code (FAC)

- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

- 2. Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

a. Federal Requirements

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

- 3. Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

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C. Agency Authority.

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.
2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. Accounting System.

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
- b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.
- c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. Good Title.

- a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.
- b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. Preserving Rights and Powers.

- a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
- b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. Hazard Removal and Mitigation.

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- a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
- b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

- a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.
- b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.
- c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

- a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.
- b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.
- c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

- a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.
- b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:
 - 1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
 - 2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
 - 3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

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- c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.
- d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

- a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:
 - 1) The Airport financial plan will be a part of the Airport Master Plan.
 - 2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
 - 3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.
- b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

- 9. Airport Revenue.** The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure.

- a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
- b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

- a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.
- b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination.

- a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.
 - 1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

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- 2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

- b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards. The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance.

- a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.
 - 1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
 - 2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
 - 3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.
- b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

- a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.
- b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

- a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.
- b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
- c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights. The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access.

- a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

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equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

- b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or aviation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- c. Make such project materials available for public review, unless exempt from public disclosure.
 - 1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
 - 2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.
- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
- e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
 - 1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
 - 2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
 - 3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

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- f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

- a. **Laws.** Acquire the land in accordance with federal and/or state laws governing such action.
- b. **Administration.** Maintain direct control of Project administration, including:
 - 1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
 - 2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
 - 3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
 - 4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - 5) Establish a Project account for the purchase of the land.
 - 6) Collect and disburse federal, state, and local project funds.
- c. **Reimbursable Funds.** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:
 - 1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
 - 2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
 - 3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
 - 4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.
- d. **New Airport.** If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:
 - 1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
 - 2) Complete an Airport Master Plan within two years of land purchase.
 - 3) Complete airport construction for basic operation within 10 years of land purchase.
- e. **Use of Land.** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.
- f. **Disposal of Land.** For the disposal of real property the Agency assures that it will comply with the following:
 - 1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

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- 2) Land will be considered to be needed for airport purposes under this assurance if:
 - a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
 - b) Revenue from uses of such land contributes to airport financial self-sufficiency.
- 3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
- 4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:

a. Project Certifications. Certify Project compliances, including:

- 1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
- 2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
- 3) Completed construction complies with all applicable local building codes.
- 4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

- 1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
- 2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
- 3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
- 4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval. The Agency assures that:

- 1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
- 2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
- 3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

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24. Noise Mitigation Projects. The Agency assures that it will:

- a. Government Agreements.** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.
 - 1)** The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
 - 2)** The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.
- b. Private Agreements.** For noise compatibility projects on privately owned property:
 - 1)** The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
 - 2)** The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

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Exhibit E1

PROGRAM SPECIFIC TERMS AND CONDITIONS

(Prohibition on Discrimination Based on Health Care Choices)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 339.08, F.S. and Section 381.00316, F.S.
2. **Statutory Compliance.** Pursuant to Section 339.08, F.S., the Department may not expend state funds to support a project or program of certain entities if the entity is found to be in violation of Section 381.00316, F.S. The Department shall withhold state funds until the entity is found to be in compliance with Section 381.00316, F.S. This shall apply to any of the following entities:
 - a. A public transit provider as defined in s. 341.031(1), F.S.;
 - b. An authority created pursuant to chapter 343, F.S., chapter 348, F.S., or chapter 349, F.S.; c. A public-use airport as defined in s. 332.004, F.S.; or
 - d. A port listed in s. 311.09(1), F.S.

- End of Exhibit E1 -

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EXHIBIT F

**Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/manuals/agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_6

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EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation

State Project Title: Aviation Grant Program

CSFA Number: 55.004

***Award Amount:** \$113,600

*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.004 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.6.

Meeting Date: August 25, 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 a Task Order with AVCON, Inc. for East Taxilane Reconstruction Design & Bidding Services, for the Leesburg International Airport; and providing an effective date.

Staff Recommendation:

Staff recommends execution of the AVCON, Inc. Task Order for the East Taxilane Reconstruction Design & Bidding Services, for an amount not to exceed \$142,000.00.

Analysis:

The 2024 FDOT Statewide Airfield Pavement Management Report reflects the need for reconstruction of the East Taxilanes, which have Pavement Control Index (PCI) values ranging between 22 and 70, with a forecasted drop to between 15 and 64 by 2029. The taxilanes are included as a Year 1 Rehabilitation Priority in the report. These taxilanes provide airfield access to multiple hangars on the Eastern side of the airport, off Echo Drive.

Procurement Analysis:

N/A

Options:

1. Approve AVCON, Inc. Task Order for design & bidding services; or,
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

This project is funded 80% or \$113,600.00 by an FDOT reimbursable grant. The airport's local share is \$28,400.00. This project was not budgeted. A budget adjustment will be processed to use available Airport Cash Reserves for the Airport's share.

Account No. 048-8099-542-31.30
Project No. 480003
WF No. 1663117/1
Requisition 57793

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
A TASK ORDER WITH AVCON, INC. FOR EAST TAXILANE
RECONSTRUCTION DESIGN & BIDDING SERVICES, FOR THE LEESBURG
INTERNATIONAL AIRPORT; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with AVCON, Inc., whose address is 5555 E. Michigan Street, Suite 200, Orlando, Florida 32822.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 25th day of August 2025.

Mayor

ATTEST:

City Clerk

**TASK ORDER UNDER AN
AGREEMENT FOR PROFESSIONAL SERVICES
ON A CONTINUING BASIS**

THIS TASK ORDER is made as of the ____ day of _____ in the year 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”, or “SPONSOR”, or “OWNER”), and **AVCON, INC.** whose address is 5555 E. Michigan Street, Suite 200, Orlando, FL 32822 (hereinafter referred to as the “PROFESSIONAL”, or “CONSULTANT”, or “Consultant”).

WITNESSTH:

WHEREAS, on January 22, 2024, pursuant to resolution 11,769 the CITY and PROFESSIONAL entered into an Agreement for professional engineering services on a continuing basis (hereinafter referred to as the “Master Agreement”). The Master Agreement is referenced herein as though set forth in full text.

WHEREAS, the CITY and the PROFESSIONAL desire to enter into a Written Task Order (hereinafter referred to as “Task Order”) for professional services providing design services on the below referenced Project.

NOW THEREFORE, for and in consideration of the mutual covenants and promises contained in this Task Order, the CITY and the PROFESSIONAL do hereby agree as set forth below:

1. **Recitals.**

The above recitals are true and correct and are incorporated herein.

2. **Scope of Services.**

The Parties agree to the Scope of Services and Fee pursuant to the terms and conditions set forth in the PROFESSIONAL’s proposal included as ATTACHMENT ‘A’ for the project generally described as:

Project:

**LEESBURG INTERNATIONAL AIRPORT
EAST TAXILANE RECONSTRUCTION
DESIGN AND BIDDING PHASE SERVICES**

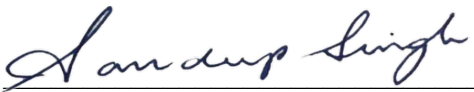
3. **Compensation.**

The PROFESSIONAL shall perform the Scope of Services for an amount of **\$142,000.00**. The cost of these services shall not exceed this amount unless the CITY has executed a written Change Order approving additional Services and additional compensation.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Task Order on the date stated in the preamble.

AVCON, INC.

By: 

Printed: Sandeep Singh, P.E.

Its: President
(Title)

THE CITY OF LEESBURG, FLORIDA

By: _____
Alan Reisman, Mayor

ATTEST:

J. Andi Purvis, City Clerk

APPROVED AS TO FORM:

Grant Watson, City Attorney

ATTACHMENT A
SCOPE OF SERVICES
Leesburg International Airport
East Taxilane Reconstruction
Design and Bidding Phase Services



PROJECT DESCRIPTION:

The project includes design, bidding and permitting services for the reconstruction of the taxilanes serving the hangars east of Echo Drive connected to Taxiway B. The project limits are depicted on Attachment C. The design includes paving, grading, drainage and pavement markings for the taxilanes and aprons connecting the hangars to taxilanes. Additionally, abandoned concrete pavement along Taxiway B will be removed to allow geometry correction for the taxilane connections. Stormwater permitting required by St. John's River Water Management District (SJRWMD) will be completed during the project.

PROJECT JUSTIFICATION:

The 2024 FDOT Airfield Pavement Management Report reflects the need for reconstruction of the taxilanes which have PCI values ranging between 22 and 70, with a forecasted drop to between 15 and 64 by 2029. The taxilanes are included as a Year 1 Rehabilitation Priority in the report.

TASKS AND COST:

This scope of services includes Design and Bidding Phase Services. Total Lump Sum cost of this scope of services is \$142,000.00.

SERVICES:

Administration

The CONSULTANT shall aid the SPONSOR by acting as its liaison and Project coordinator with FDOT during the Project's design. In addition, the CONSULTANT shall assist the SPONSOR in the preparation of paperwork required to secure funds for the Project. The specific services to be provided or furnished for this Phase of the Project are the following:

- Grant management.
- Preparation of reimbursement requests.
- Project coordination with the funding agencies.

Design Phase

The services to be performed during the Design Phase consist generally of services required to furnish the SPONSOR with a complete set of Contract Documents for the Project, including Plans, Specifications, and an Estimate of Construction Cost. The scope of services will include:

Task 1 – Schematic Design

Task 1 will include preparing Schematic Contract Documents for the Project, including Plans, and an Estimate of Construction Cost. The Task shall include:

- Acquire topographic survey.

- Acquire geotechnical information.
- Develop schematic plans.
- Prepare construction cost estimate.
- Submit Categorical Exclusion (CatEx).

Task 2 - Preliminary Design

The Consultant shall address any changes requested by the Airport at the Schematic Design Review Meeting in this Phase. Task 2 will include preparing Preliminary Contract Documents for the Project, including Plans, Specifications, CSPP, and an Estimate of Construction Cost. The Task shall include:

- Field verify survey.
- Develop Preliminary Plans.
- Develop Draft Construction Safety and Phasing Plans and Document (CSPP).
- Submit FAA OE/AAA (Airspace Review).
- Develop general and technical specifications.
- Update construction cost estimate.

Task 3 - Final Design

The Consultant shall address any changes requested by the Airport at the Preliminary Design Review Meeting in this Phase. Task 3 will include Finalizing Contract Documents for the Project, including Plans, Specifications, CSPP, and an Estimate of Construction Cost. The Task shall include:

- Finalize design plans.
- Finalize CSPP and upload to OE/AAA for FAA review and approval.
- Finalize general and technical specifications.
- Prepare Final construction cost estimate.

Deliverables include electronic copies of Contract Documents at the completion of each Design Phase and the SJRWMD Permit. Permit fees are not included and shall be paid directly by the SPONSOR. Final Contract Documents will be uploaded into JACIP.

Bidding Phase

Task 4 - Bidding

The bidding services consist of preparing the bid documents and assisting the SPONSOR with public advertisement. In addition, The CONSULTANT will aid the SPONSOR by acting as its liaison with the FDOT during the bidding process.

- Prepare bid documents for distribution.
- Assist with advertisement.
- Attend and prepare meeting minutes for pre-bid conference.
- Respond to bidder questions, issue addenda.
- Attend bid opening.
- Prepare bid tabulation and recommendation of award.

Deliverables include electronic copies of Bid Documents, and recommendation of award letter uploaded into JACIP.

END OF ATTACHMENT A

ATTACHMENT B - HOUR AND FEE PROPOSAL
DESIGN AND BIDDING SERVICES FOR EAST TAXILANE RECONSTRUCTION
LEESBURG INTERNATIONAL AIRPORT

7/23/2025

TASK	DESCRIPTION	Principal		Sr. Project Manager		Senior Engineer		Project Engineer		Engineer		Admin		Labor		Subconsultant Cost
		Rate/Hour:	\$ 310	Rate/Hour:	\$ 230	Rate/Hour:	\$ 210	Rate/Hour:	\$ 150	Rate/Hour:	\$ 120	Rate/Hour:	\$ 80			
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	
1	SCHEMATIC DESIGN															
1.1	Grant Administration	2	\$ 620	4	\$ 920		\$ -		\$ -		\$ -		\$ -	6	\$ 1,540	\$ -
1.2	Acquire topographic survey		\$ -	4	\$ 920		\$ -	8	\$ 1,200		\$ -		\$ -	12	\$ 2,120	\$ 18,500
1.3	Acquire geotechnical information		\$ -	4	\$ 920		\$ -	8	\$ 1,200		\$ -		\$ -	12	\$ 2,120	\$ 6,500
1.4	Develop Schematic Plans		\$ -	4	\$ 920	16	\$ 3,360	24	\$ 3,600	40	\$ 4,800		\$ -	84	\$ 12,680	\$ -
1.5	Prepare Construction Cost Estimate		\$ -	2	\$ 460	4	\$ 840	4	\$ 600		\$ -	4	\$ 320	14	\$ 2,220	\$ -
1.6	Submit Categorical Exclusion (CatEX)		\$ -		\$ -	4	\$ 840		\$ -	4	\$ 480		\$ -	8	\$ 1,320	\$ -
1.7	QA/QC	4	\$ 1,240	4	\$ 920		\$ -	4	\$ 600		\$ -		\$ -	12	\$ 2,760	\$ -
	Subtotal	6	\$ 1,860	22	\$ 5,060	24	\$ 5,040	48	\$ 7,200	44	\$ 5,280	4	\$ 320	148	\$ 24,760	\$ 25,000
2	PRELIMINARY DESIGN															
2.1	Grant Administration and Project Coordination	2	\$ 620	4	\$ 920		\$ -		\$ -		\$ -		\$ -	6	\$ 1,540	\$ -
2.2	Field verify survey		\$ -		\$ -	8	\$ 1,680		\$ -	8	\$ 960		\$ -	16	\$ 2,640	\$ -
2.3	Develop Preliminary Plans		\$ -	8	\$ 1,840	24	\$ 5,040	40	\$ 6,000	80	\$ 9,600		\$ -	152	\$ 22,480	\$ -
2.4	Develop Draft CSPP		\$ -	4	\$ 920	8	\$ 1,680	16	\$ 2,400		\$ -		\$ -	28	\$ 5,000	\$ -
2.5	Submit FAA OE/AAA (Airspace Review)		\$ -	2	\$ 460		\$ -	8	\$ 1,200		\$ -		\$ -	10	\$ 1,660	\$ -
2.6	Develop general and technical specifications		\$ -	8	\$ 1,840	16	\$ 3,360	16	\$ 2,400		\$ -	8	\$ 640	48	\$ 8,240	\$ -
2.7	Update Construction Cost Estimate		\$ -	2	\$ 460	4	\$ 840	8	\$ 1,200		\$ -	4	\$ 320	18	\$ 2,820	\$ -
2.8	QA/QC	4	\$ 1,240	4	\$ 920		\$ -	4	\$ 600		\$ -		\$ -	12	\$ 2,760	\$ -
	Subtotal	6	\$ 1,860	32	\$ 7,360	60	\$ 12,600	92	\$ 13,800	88	\$ 10,560	12	\$ 960	290	\$ 47,140	\$ -
3	FINAL DESIGN															
3.1	Grant Administration and Project Coordination	2	\$ 620	4	\$ 920		\$ -		\$ -		\$ -		\$ -	6	\$ 1,540	\$ -
3.2	Finalize design plans		\$ -	8	\$ 1,840	16	\$ 3,360	24	\$ 3,600	40	\$ 4,800		\$ -	88	\$ 13,600	\$ -
3.3	Finalize CSPP		\$ -	4	\$ 920	8	\$ 1,680	24	\$ 3,600		\$ -		\$ -	36	\$ 6,200	\$ -
3.4	Finalize general and technical specifications		\$ -	4	\$ 920	8	\$ 1,680	8	\$ 1,200		\$ -	8	\$ 640	28	\$ 4,440	\$ -
3.5	Prepare Final Construction Cost Estimate		\$ -	2	\$ 460	4	\$ 840	4	\$ 600		\$ -	2	\$ 160	12	\$ 2,060	\$ -
3.6	QA/QC	4	\$ 1,240	4	\$ 920		\$ -	4	\$ 600		\$ -		\$ -	12	\$ 2,760	\$ -
	Subtotal	6	\$ 1,860	26	\$ 5,980	36	\$ 7,560	64	\$ 9,600	40	\$ 4,800	10	\$ 800	182	\$ 30,600	\$ -
4	BIDDING															
4.1	Grant Administration and Project Coordination	2	\$ 620	2	\$ 460		\$ -		\$ -		\$ -		\$ -	4	\$ 1,080	\$ -
4.2	Prepare bid documents for distribution		\$ -	4	\$ 920	16	\$ 3,360		\$ -	8	\$ 960		\$ -	28	\$ 5,240	\$ -
4.3	Assist with advertisement		\$ -	2	\$ 460		\$ -		\$ -	2	\$ 240		\$ -	4	\$ 700	\$ -
4.4	Attend and prepare meeting minutes for pre-bid conference		\$ -	4	\$ 920	4	\$ 840		\$ -	2	\$ 240		\$ -	10	\$ 2,000	\$ -
4.5	Respond to bidder questions, issue addenda		\$ -	4	\$ 920	8	\$ 1,680		\$ -	4	\$ 480		\$ -	16	\$ 3,080	\$ -
4.6	Attend bid opening		\$ -	4	\$ 920		\$ -		\$ -		\$ -		\$ -	4	\$ 920	\$ -
4.7	Prepare bid tabulation and recommendation of award		\$ -	4	\$ 920		\$ -		\$ -	4	\$ 480	1	\$ 80	9	\$ 1,480	\$ -
	Subtotal	2	\$ 620	24	\$ 5,520	28	\$ 5,880	0	\$ -	20	\$ 2,400	1	\$ 80	75	\$ 14,500	\$ -
	Total	20	\$ 6,200	104	\$ 23,920	148	\$ 31,080	204	\$ 30,600	192	\$ 23,040	27	\$ 2,160	695	\$ 117,000	\$ 25,000

Total Project Fee \$ 142,000



LEGEND



Taxilane and aprons
to be reconstructed



Existing pavement
to be removed

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.7.

Meeting Date: August 25, 2025

From: Andi Purvis, (City Clerk)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from Beryl Newton Stokes, III and Karen Kelley Stokes for the purpose of granting the City an Easement over the property described therein; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Resolution for a Utility Easement from Beryl Newton Stokes, III and Karen Kelley Stokes, on the property described therein.

Analysis:

Beryl Newton Stokes, III and Karen Kelley Stokes are granting a Utility Easement to the City of Leesburg, Florida for the construction, installation, alteration, operation, repair, maintenance, and replacement of utility improvements and related facilities.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

None

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ACCEPTING A UTILITY EASEMENT TO THE CITY OF LEESBURG FROM BERYL NEWTON STOKES, III AND KAREN KELLEY STOKES FOR THE PURPOSE OF GRANTING THE CITY AN EASEMENT OVER THE PROPERTY DESCRIBED THEREIN; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Utility Easement granted to the City of Leesburg by Beryl Newton Stokes, III and Karen Kelley Stokes, for the purpose of granting the City a Utility Easement over, under, upon, across, through and within the real property described in the document, is hereby accepted.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 25th day of August 2025.

Mayor

ATTEST:

City Clerk

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

UTILITY EASEMENT

THIS PERMANENT UTILITY EASEMENT ("**Easement**") is hereby granted this 12th day of August, 2025 by **Beryl Newton Stokes, III**, individually as Life Tenant, and as Trustee of *The Beryl Newton Stokes, III Family Trust* dated June 14, 2004, and as Trustee of *The Karen Kelley Stokes Family Trust* dated June 14, 2004, whose mailing address is 6750 Tuscahill Drive, Leesburg, Florida 34748; and **Karen Kelley Stokes**, individually as Life Tenant, and as Trustee of *The Beryl Newton Stokes, III Family Trust* dated June 14, 2004, and as Trustee of *The Karen Kelley Stokes Family Trust* dated June 14, 2004, whose mailing address is 6750 Tuscahill Drive, Leesburg, Florida 34748, (collectively, "**GRANTOR**"), to **THE CITY OF LEESBURG, FLORIDA**, whose mailing address is P.O. Box 490630, Leesburg, Florida 34749-0630, and its successors and assigns ("**GRANTEE**");

WITNESSETH:

THAT **GRANTOR**, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto **GRANTEE**, its successors and assigns forever, a perpetual non-exclusive easement for the construction, installation, alteration, operation, repair, maintenance, and replacement of utility improvements, including but not limited to water, wastewater, reclaimed water lines, natural gas and electricity and related facilities (the "**Facilities**"), under, upon, across, through and within the following described lands in Lake County, Florida, and referred to hereinafter as the "**Easement Area**" to wit:

SEE THE SKETCH OF DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"

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

GRANTOR shall not erect, construct, or create any buildings, structures, or obstacles within the Easement Area that interfere with **GRANTEE'S** rights as described herein or install any landscaping with root systems that may damage the Facilities; however, **GRANTOR** may use the surface of the Easement Area in any manner that does not interfere with the rights granted to **GRANTEE** herein, which shall specifically include usage as and for roadways, parking areas, sidewalks, curbs, and sodding. **GRANTEE**

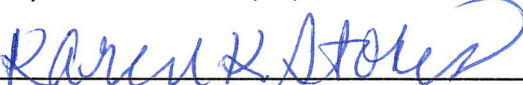
will repair and/or replace any roadways, parking areas, sidewalks, curbs, and sodding in the Easement Area that is damaged in connection with any maintenance or repairs made by **GRANTEE** to the Facilities. **GRANTOR** reserves the right to grant rights to others affecting said Easement Area provided that such rights do not create an unsafe condition or conflict with the rights granted to **GRANTEE** herein. Failure to exercise the rights herein granted to **GRANTEE** shall not constitute a waiver or abandonment.

GRANTOR warrants and covenants that **GRANTOR** is lawfully seized and in possession of the real property underlying the Easement Area, as specifically described and depicted in Exhibit "A" attached hereto, and has the right to convey this Easement, and that **GRANTEE**, its successors, successors-in-title and assignees shall have quiet and peaceful possession, use, and enjoyment of this Easement. The rights, privileges, and burden of the Easement granted herein shall be a covenant running with the land and the rights and duties shall descend to the parties' successors and assigns. **GRANTEE** shall include **GRANTEE'S** agents, contractors, subcontractors, licensees, franchisees, employees, and other parties associated with Grantee in furtherance of the purposes herein set forth.

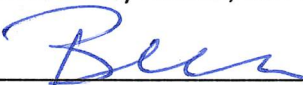
IN WITNESS WHEREOF, this Easement has been executed by **GRANTOR** on the day and year first above written.



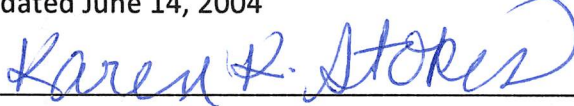
Beryl Newton Stokes, III, Life Tenant



Karen Kelley Stokes, Life Tenant



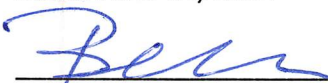
Beryl Newton Stokes, III, as Trustee of
The Beryl Newton Stokes, III Family Trust
dated June 14, 2004



Karen Kelley Stokes, as Trustee of
The Beryl Newton Stokes, III Family Trust
dated June 14, 2004



Karen Kelley Stokes, as Trustee of
The Karen Kelley Stokes Family Trust
dated June 14, 2004



Beryl Newton Stokes, III, as Trustee of
The Karen Kelley Stokes Family Trust
dated June 14, 2004

Signed, sealed and delivered
in the presence of:

Valerie Gray

Witness #1 Signature

Name: Valerie Gray

Address: 903 W. NORTH BLVD
LEESBURG, FL 34748

Lindsay Frederick

Witness #2 Signature

Name: Lindsay Frederick

Address: 903 W. NORTH BLVD
LEESBURG, FL 34748

STATE OF FLORIDA

COUNTY OF LAKE

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this 12 day of AUGUST, 2025, by:

- **Beryl Newton Stokes, III**, individually, as Life Tenant, and as Trustee of The Beryl Newton Stokes, III Family Trust, dated June 14, 2004, and as Trustee of The Karen Kelley Stokes Family Trust, dated June 14, 2004; and

- **Karen Kelley Stokes**, individually, as Life Tenant, and as Trustee of The Beryl Newton Stokes, III Family Trust, dated June 14, 2004, and as Trustee of The Karen Kelley Stokes Family Trust, dated June 14, 2004,

who are personally known to me ☒ or have produced _____ as identification.

[Notary Seal]

Timothy J. Kirton

Notary Public – State of Florida

Print Name: TIMOTHY J. KIRTON

My Commission No.: HH 108681

My Commission Expires: 10/29/2025

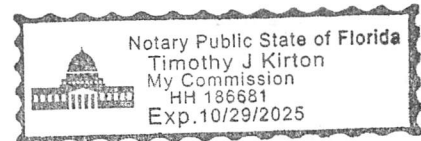


EXHIBIT "A"

SECTION 31, TOWNSHIP 19 SOUTH, RANGE 25 EAST,
LAKE COUNTY, FLORIDA

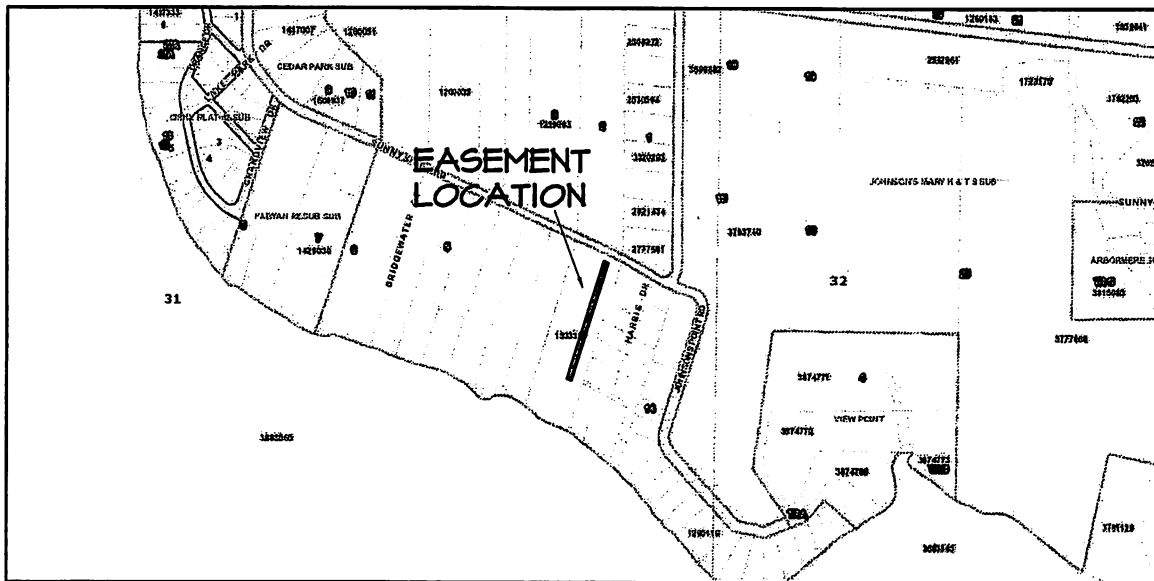
NOT A BOUNDARY SURVEY

DRAWN BY	D.C.W.	DATE	07/17/25
CHECKED BY	R.W.H.	DRAWING NO.	B-20112
FILED	SURVEY 23, 23-702	SHEET	1 of 2

DESCRIPTION:

A 10.00 FEET WIDE UTILITY EASEMENT BEING A PART OF LOT 2, MARY K. AND JOHNSON'S SUBDIVISION, RECORDED IN PLAT BOOK 1, PAGE 7, IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING SOUTH OF THE CENTERLINE OF SUNNYSIDE DRIVE AND BEING SITUATE IN SECTION 31, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWESTERLY CORNER OF LOT 11 OF SUNNYSIDE SHORES (UNRECORDED), AS SHOWN IN DEED BOOK 369, PAGE 400, IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SUNNYSIDE DRIVE (RIGHT-OF-WAY WIDTH VARIES) AND THE EASTERLY LINE OF LOT 2, MARY K. AND JOHNSON'S SUBDIVISION, RECORDED IN PLAT BOOK 1, PAGE 7, IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE S. 16°14'43" W., ALONG THE EASTERLY LINE OF SAID LOT 2, A DISTANCE OF 40.05 FEET TO THE SOUTHERLY LINE OF A CITY OF LEESBURG UTILITY EASEMENT, RECORDED IN OFFICIAL RECORDS BOOK 278, PAGE 489, IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SAID EASEMENT BEING 60.00 FEET FROM THE CENTERLINE OF SAID SUNNYSIDE DRIVE; THENCE N. 65°42'34" W., ALONG THE SOUTHERLY LINE OF SAID UTILITY EASEMENT A DISTANCE OF 108.17 FEET TO THE POINT OF BEGINNING OF THIS 10.00 FEET WIDE UTILITY EASEMENT; THENCE FROM SAID POINT OF BEGINNING, S. 16°53'28" W., DEPARTING FROM SAID SOUTHERLY LINE, A DISTANCE OF 670.16 FEET; THENCE N. 73°06'32" W., A DISTANCE OF 10.00 FEET; THENCE N. 16°53'28" E., A DISTANCE OF 671.46 FEET TO THE SOUTHERLY LINE OF THE AFOREMENTIONED CITY OF LEESBURG UTILITY EASEMENT; THENCE S. 65°42'34" E., ALONG SAID SOUTHERLY LINE, A DISTANCE OF 10.08 FEET TO THE POINT OF BEGINNING.



VICINITY MAP
(NOT TO SCALE)

NOTES:

- 1) BEARINGS ARE BASED ON THE NORTH LINE OF THE SOUTHERLY RIGHT-OF-WAY LINE OF SUNNYSIDE DRIVE, AS BEING N. 65°38'15" W., ASSUMED MERIDIAN.
- 2) LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP OR ANY OTHER INSTRUMENT OF RECORD BY THIS FIRM.
- 3) CERTIFICATION LIMITED TO PARTIES NAMED HEREON.
- 4) THE SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL OR ELECTRONIC SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY THE SIGNING SURVEYOR SHOWN HEREON.
- 5) THIS SKETCH WAS PREPARED TO ACCOMPANY THE DESCRIPTION SHOWN HEREON AS REQUIRED BY CHAPTER 31-11, STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS, PURSUANT TO SECTION 412.021 FLORIDA STATUTES AND DOES NOT REPRESENT, IN ANY WAY, A SURVEY OF SAID LAND.

SKETCH OF DESCRIPTIONS
OF 10.00' WIDE UTILITY EASEMENT

certified to:
BERL N. STOKES, JR.
and
CITY OF LEESBURG

Douglas C. Wade
Digitally signed by Douglas C. Wade
Date: 2025.07.18 07:48:35 -04'00'



SHEET 1 OF 2 SHEETS
(SEE SHEET 2 OF 2 FOR SKETCH)

DOUGLAS C. WADE
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 4608

PHONE: (352) 753-6511

FAX: (352) 753-0374

WSI PROFESSIONAL
SURVEYING
& MAPPING
WADE SURVEYING, INC.
LB-6514

1608 TRACY AVENUE

LADY LAKE, FLORIDA 32159

SECTION 31, TOWNSHIP 19 SOUTH, RANGE 25 EAST,
LAKE COUNTY, FLORIDA

NOT A BOUNDARY SURVEY

DRAWN BY	D.C.W.	DATE	07/17/25
CHECKED BY	R.W.H.	DRAWING NO.	B-20112
FILED	SURVET23/23-702	SHEET	2 OF 2



SUNNYSIDE PARK, VACATED
IN O.R.B. 1045, PAGE 114,
OFFICIAL RECORDS OF LAKE COUNTY, FLORIDA
(ALTERNATE KEY 32T1021)

PORTION OF LOT 2
MARY K. AND JOHNSON'S SUBDIVISION
PLAT BOOK 1, PAGE 7

LAKE
HARRIS

EDGE OF WATER

SUNNYSIDE DRIVE
(PUBLICLY DEDICATED)
(RIGHT OF WAY VARIES)
30' WIDE PAVED ROAD

BASIS OF BEARINGS

SOUTHERLY LINE OF
CITY OF LEEBSBURG
UTILITY EASEMENT
O.R.B. 218, PG. 489

LINE-3
N65°42'34"W
108.17'
P.O.B.
10.0' WIDE
UTILITY
EASEMENT

P.O.C.
NORTHWESTERLY
CORNER OF LOT II

LOT 12

LOT 13

LOT 14

LOT 15

LOT 16

SUNNYSIDE SHORES (UNRECORDED)
DEED BOOK 364, PAGE 400

HARRIS DRIVE

EASTERLY LINE OF LOT 2
S16°14'43"W

LOT

LINE L-1
N73°06'32"W
10.00'

LINE L-2
S65°42'34"E
10.00'

LINE-3
S16°14'43"W
40.05'

ABBREVIATIONS:

- N = NORTH
- S = SOUTH
- E = EAST
- M = WEST
- LB = LICENSED BUSINESS
- P.O.C. = POINT OF COMMENCEMENT
- P.O.B. = POINT OF BEGINNING
- O.R.B. = OFFICIAL RECORDS BOOK
- PG. = PAGE
- R/W = RIGHT-OF-WAY
- U.E. = UTILITY EASEMENT

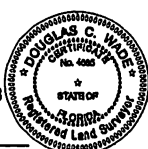
NOTES:

- 1) BEARINGS ARE BASED ON THE NORTH LINE OF THE SOUTHERLY RIGHT-OF-WAY LINE OF SUNNYSIDE DRIVE, AS BEING N. 65°59'13" W, ASSUMED MERIDIAN.
- 2) LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP OR ANY OTHER INSTRUMENT OF RECORD BY THIS FIRM.
- 3) CERTIFICATION LIMITED TO PARTIES NAMED HEREON.
- 4) THE SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL OR ELECTRONIC SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY THE SIGNING SURVEYOR SHOWN HEREON.
- 5) THIS SKETCH WAS PREPARED TO ACCOMPANY THE DESCRIPTION SHOWN HEREON AS REQUIRED BY CHAPTER 31-17, STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS, PURSUANT TO SECTION 412.021 FLORIDA STATUTES AND DOES NOT REPRESENT, IN ANY WAY, A SURVEY OF SAID LAND

SKETCH OF DESCRIPTIONS
OF 10.00' WIDE UTILITY EASEMENT
certified to:

BERL N. STOKES, JR.
and
CITY OF LEEBSBURG

Digitally signed
by Douglas C. Wade
Date: 2025.07.18
07:49:05 -04'00'



SHEET 2 OF 2 SHEETS
(SEE SHEET 1 OF 2 FOR DESCRIPTION)

DOUGLAS C. WADE
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 4605

PHONE: (352) 753-6511

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WSI PROFESSIONAL
SURVEYING
& MAPPING
WADE SURVEYING, INC.
LB-6514

1608 TRACY AVENUE

LADY LAKE, FLORIDA 32159

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.8.

Meeting Date: August 25, 2025

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a renewal agreement with Gray Robinson, P.A. for lobbying services; and providing an effective date.

Staff Recommendation:

Approve Resolution extending Gray Robinson, PA agreement for legal/lobbying services.

Analysis:

Gray Robinson has been retained to provide legal and lobbying services for the City of Leesburg. The firm has been instrumental in keeping the City updated concerning ongoing legislative efforts, as well as providing insight into grant opportunities.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
RENEWAL AGREEMENT WITH GRAY ROBINSON, P.A. FOR LOBBYING
SERVICES; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized to execute a renewal agreement with Gray Robinson, P.A., for the purpose of providing lobby services.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 25th day of August 2025.

Mayor

ATTEST:

City Clerk

July 31, 2025

Mr. Al Minner
City Manager
City of Leesburg
P.O. Box 490630
Leesburg, FL, 34749-0630
Email: Al.Minner@leesburgflorida.gov

Re: Engagement with GrayRobinson, P.A.

Dear Mr. Minner:

Thank you very much for your interest in GrayRobinson, P.A. (“GrayRobinson” or “the Firm”). We appreciate the opportunity to provide governmental consulting services to the City of Leesburg. The Firm is committed to providing the highest level of service in furtherance of your goals. This letter will describe the terms under which that representation will occur, disclose the Firm’s reporting responsibilities under the law, and summarize the nature of government consulting services as compared to legal services.

Firm Contacts for Your Representation

You have asked that we represent the City of Leesburg before the State of Florida on issues related to the executive and legislative branches of government. The entire team of GrayRobinson’s lobbyists will be available to advance your interests. However, in order to ensure that your needs are efficiently and fully addressed, I will be the primary contact for this representation. If I should ever be unavailable, I would encourage you to contact Joseph Salzverg, as I will continue to serve as an additional contact for this representation.

Fees, Costs and Terms

In exchange for these services, the City of Leesburg has agreed to pay the Firm \$5,500.00 per month for a period of twelve (12) months beginning with an initial payment of \$5,500.00 on August 1, 2025, and on the first day of each month thereafter. All payments should be remitted to 301 East Pine Street #1400, Orlando, FL 32801 or via ACH transfer or other electronic transfer upon receipt of invoice. Documented, out-of-pocket costs directly attributable to the performance of this work may be billed in addition to the monthly retainer, and these costs may include travel and other expenses incurred on the City of Leesburg’s behalf for pre-approved expenses. Both the City of Leesburg and the Firm have the right to terminate this contract with or without cause with thirty (30) days’ notice given.

Lobbyist Registration

Florida law requires that GrayRobinson’s lobbyists must register with the state prior to engaging in lobbying activity. Lobbyist registrations are effective when they are received by the state, and lobbying may not occur prior to proper registration. The registration and fee cycle is a calendar year beginning January 1 and ending December 31. Therefore, The City consents for the Firm’s lobbyists to register to represent the City of Leesburg, and the City of Leesburg agrees to reimburse the Firm for the cost of lobbyist registrations.

Lobbyist registration fees are:

- **Legislature:** \$20 for each person from the point of registration until December 31; then renewed in January each calendar year thereafter.
- **Executive:** \$25 for each person from the point of registration until December 31; then renewed in January each calendar year thereafter.

Similarly, local governments, before which we may need to appear on your behalf, may also have their own lobbying registration and/or reporting requirements. GrayRobinson will comply with any such jurisdictional ordinances or policies, and will not commence any representation in those jurisdictions until all necessary disclosures or authorizations are filed. You agree to facilitate any required registrations with appropriate paperwork, documentation, and payment of costs associated with such compliance.

Compensation Reporting

Florida law requires that the fees and costs invoiced by GrayRobinson for lobbying services are reportable to the state on a quarterly basis to both the Florida Legislature and the Florida Commission on Ethics. Therefore, the City of Leesburg consents to the quarterly disclosure of compensation paid or owed to GrayRobinson for lobbying activity as required by Chapter 2005-359, Laws of Florida. Such consent is granted so that GrayRobinson may file the specified quarterly reports, disclosing only the information required by Chapter 2005-359, Laws of Florida, and shall remain in effect as long as any GrayRobinson lawyer or non-lawyer lobbyist serves as the client's registered representative before the Legislature and any executive branch agency.

Unless you direct otherwise, the Firm will attribute and report 50% of our fees and reimbursements as legislative branch lobbying fees, and 50% of our fees and reimbursements as executive branch lobbying fees, subject to periodic adjustment by us to reflect our best professional judgment regarding allocation of our efforts associated with this representation.

Confidentiality

In order to ensure the candor and trust in our relationship that forms the basis of effective representation, it is the policy of the Firm to keep strictly confidential all information about your interests and strategies. Because information is our stock in trade and because advancing your interests may depend on it, we ask that you also keep confidential any information we may share with you regarding political strategy, insight, information, or analysis.

Generative Artificial Intelligence

As part of our commitment to providing efficient and high-quality services, the Firm may use advanced technologies, including generative artificial intelligence (AI), to assist in research, drafting, and other related tasks. The use of such technologies is supervised by our lobbyists and is intended to enhance, not replace, the judgment and expertise that we bring to this representation.

Please be advised of the following:

- **Human Oversight:** All work products generated by the Firm using AI tools are carefully reviewed and validated by responsible individuals in our Firm. We do not rely on content we generate using AI without human oversight.
- **Confidentiality:** We take your privacy and confidentiality seriously. Any information shared with or processed by AI tools is subject to the same rigorous confidentiality and data protection standards as all other information handled by our Firm.
- **Limitations of AI:** While AI tools can assist in streamlining certain processes, they are not infallible. The final responsibility for the accuracy, relevance, and appropriateness of any advice, document, or strategy we develop rests with us.

- **Client Consent:** By engaging our services, you acknowledge and consent to the use of generative AI tools as part of our services. If you have any concerns about the use of AI in your representation, please inform us, and we will discuss alternative approaches to meet your needs.

Distinguishing Between Lobbying and Legal Services; Conflicts

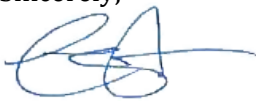
GrayRobinson offers not only legal services but also lobbying services. The Florida Bar treats legal services differently than non-legal services, which includes lobbying and consulting. It is important to understand the distinction between those services relative to conflicts, and the scope of this representation. *This lobbyist engagement does not create an attorney/client relationship between you and our Firm.* If legal services are required by the City of Leesburg, we will enter into a separate engagement.

Both lobbyists and lawyers must avoid conflict of interest. Lawyers may not accept a legal client adverse to another legal client in a legal matter, and our lobbyists will decline to accept a lobbying client involved in legal action against an existing legal or lobbying client of the Firm. However, legal services and lobbying are separate and distinct services for the purposes of evaluating conflicts, and, because lobbying frequently involves advocating for potential changes to existing law within the legislative branch or application of the law by the executive branch, the positions advanced on behalf of lobbying clients may or may not differ from legal positions taken on behalf of clients in judicial proceedings. In some instances, lobbying clients may not have a legal conflict, but they may be marketplace competitors, or they may take inconsistent positions on one or more lobbying issues. We will bring any such situations to your attention immediately upon discovery and we likewise ask you to contact us immediately if you have similar concerns at any time. Whenever conditions merit, we will implement and maintain an “ethics wall” to maintain complete separation of information, strategy, and personnel associated with the affected lobbying clients.

Under the scope of representation outlined above we know of no lobbying conflicts with our current lobbying clients, and we have discussed our plan for protecting your interest from marketplace competitors via an ethics wall. If you ever have a concern about a perceived or potential conflict, or any other issue we ask that you alert us immediately so we can address it in a mutually acceptable fashion. We will do the same.

I believe the above reflects our understanding. If it does, please sign this agreement and return it to me. If not already completed, electronic lobbyist registration forms will be sent separately from the respective entities for 2025. I appreciate your attention to this matter and look forward to working with you. Please never hesitate to contact me if we can assist you in any way.

Sincerely,



Ryan Matthews

For: City of Leesburg

Date

Attached: Additional Understanding Regarding Representation
 Privacy Policy

Additional Understanding Regarding Representation

Payment of Invoices

In the event that our invoices are not timely paid, or that payment terms satisfactory to us are not established, we reserve the right to renegotiate the terms of this engagement and/or to pursue our other remedies, including the right to charge you interest of 1½% per month for any invoice which has not been paid within 30 days of the date the invoice is mailed or emailed to you. We also reserve the right to withdraw as your counsel in the event you fail to honor your agreement with respect to our legal fees or for any just reason as permitted or required under the Florida Code of Professional Responsibility or as permitted by the rules of courts of the State of Florida. In the event of our withdrawal, you will promptly pay for all services rendered by us prior to the date of withdrawal.

Electronic Data

This will serve as our disclosure that the Firm does presently and will continue to maintain confidential and privileged information in electronic form. This practice will be followed in our work on this matter. The Firm does take measures that it understands to be reasonable and consistent with current business practices to protect that information.

Outcome or Result

We will strive to do our best to meet your needs in this and other any matter we subsequently undertake for you. Either at the commencement, or during the course of our representation, we may express opinions or beliefs concerning the litigation or various courses of action and the results that might be anticipated. Any such statement made by any attorney, consultant or employee of our Firm is intended to be an expression of opinion only, based on information available to us at the time, and should not be construed as a promise or guarantee. We cannot and do not make any representations, warranties or guarantees concerning the outcome of this or any representation we undertake. We will give you our best advice, render opinions, and seek to obtain the desired result. In this regard, it is most important that we communicate regularly.

File Retention

Following the termination of the representation/engagement, any otherwise nonpublic information you have supplied to the Firm (unless previously removed or destroyed by specific request) will be retained by us and kept confidential in accordance with applicable rules of professional conduct, and the Firm reserves the right to send such materials to off-site storage at any time. Any retrieval of material once the file is closed may incur an expense for which you will be responsible. The Firm's retention policy provides that we retain stored and closed files for a period of ten (10) years after which they may be destroyed. Thus, if there are any documents which you need from those we possess, we recommend that you obtain them at the conclusion of our work on this matter. Failure to do so will waive and indemnify the Firm from any liability for the destruction of materials.



PRIVACY POLICY

Attorneys, like other professionals who advise on personal financial matters, are now required by a new federal law to inform their clients of their policies regarding privacy of client information. Attorneys have been, and continue to be, bound by professional standards of confidentiality that are even more stringent than those required by this new law. Therefore, we have always protected your right to privacy and do not take lightly the confidence you place in us.

In the course of providing our clients with financial and tax planning and preparation services, employment counseling, bankruptcy activities, certain real estate services, and other certain financial services, we receive significant personal financial information about you either from you or with your authorization. If you are a current or former client of GrayRobinson, P.A. you should know that all information that we receive about you is held in extreme confidence, and is not released to any person or entity outside of this law firm, except as agreed upon by you, or as required under applicable law.

We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and, in some cases, to comply with professional guidelines. In order to guard your non-public personal information, we maintain physical, electronic, and procedural safeguards that comply with our professional standards.

Please call if you have any questions regarding this matter. Your privacy, our professional ethics, and the ability to provide you with quality legal services are very important to us.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.1.

Meeting Date: August 25, 2025

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 24.43 +/- acres; and being generally located west of U.S. Highway 27 and north of Ronald Reagan Turnpike, lying in Sections 6, 7, and 12, Township 21 South, Range 24 and 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 3; and providing an effective date. (Dilly Lake MF & Gas ANNX)

Staff Recommendation:

The Planning and Zoning Staff recommends approval of the proposed ordinance for annexation of 24.43 +/- acres.

Analysis:

The applicant has submitted a request for annexation of approximately 24.43 +/- acres, generally located west of U.S. Highway 27 and north of Ronald Reagan Turnpike, as shown on the attached General Location Map. At this time, the property is undeveloped acreage. The current zoning is Lake County PUD (Planned Unit Development); the proposed zoning is City PUD (Planned Unit Development). The reason for this request is to connect to city utilities. The proposal for the property is the development of 300 multi-family dwelling units and commercial area with a convenience store.

The property is surrounded by Leesburg PUD (Planned Unit Development), as well as Lake County A (Agriculture), C-2 (Community Commercial District), and PUD (Planned Unit Development). No negative impacts are anticipated to adjacent properties.

Also, on this City Commission agenda is a Small-Scale Comprehensive Plan Amendment, which, along with the Rezoning Application, had recommendations for approval from the staff and Planning Commission at the public hearing held on May 22, 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 24.43 +/- ACRES; AND BEING GENERALLY LOCATED WEST OF U.S. HIGHWAY 27 AND NORTH OF RONALD REAGAN TURNPIKE, LYING IN SECTIONS 6, 7, AND 12, TOWNSHIP 21 SOUTH, RANGE 24 AND 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 3; AND PROVIDING AN EFFECTIVE DATE. (DILLY LAKE MF & GAS ANNEX)

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

Section 1.

Based upon the petition of Robert Moon, Agent, on behalf of CFLTS – Zhan Li, Petitioner, "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 B);**

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 3;

Section 3.

All ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed;

Section 4.

This ordinance shall become effective immediately upon approval at second reading.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 25th day of August 2025.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Extended Aerial



**Planning
& Zoning
Division**



0 360 720 1,080 1,440
Feet

Dilly Lake Multifamily and Convenience Store
US Hwy 27 and Florida's Turnpike N

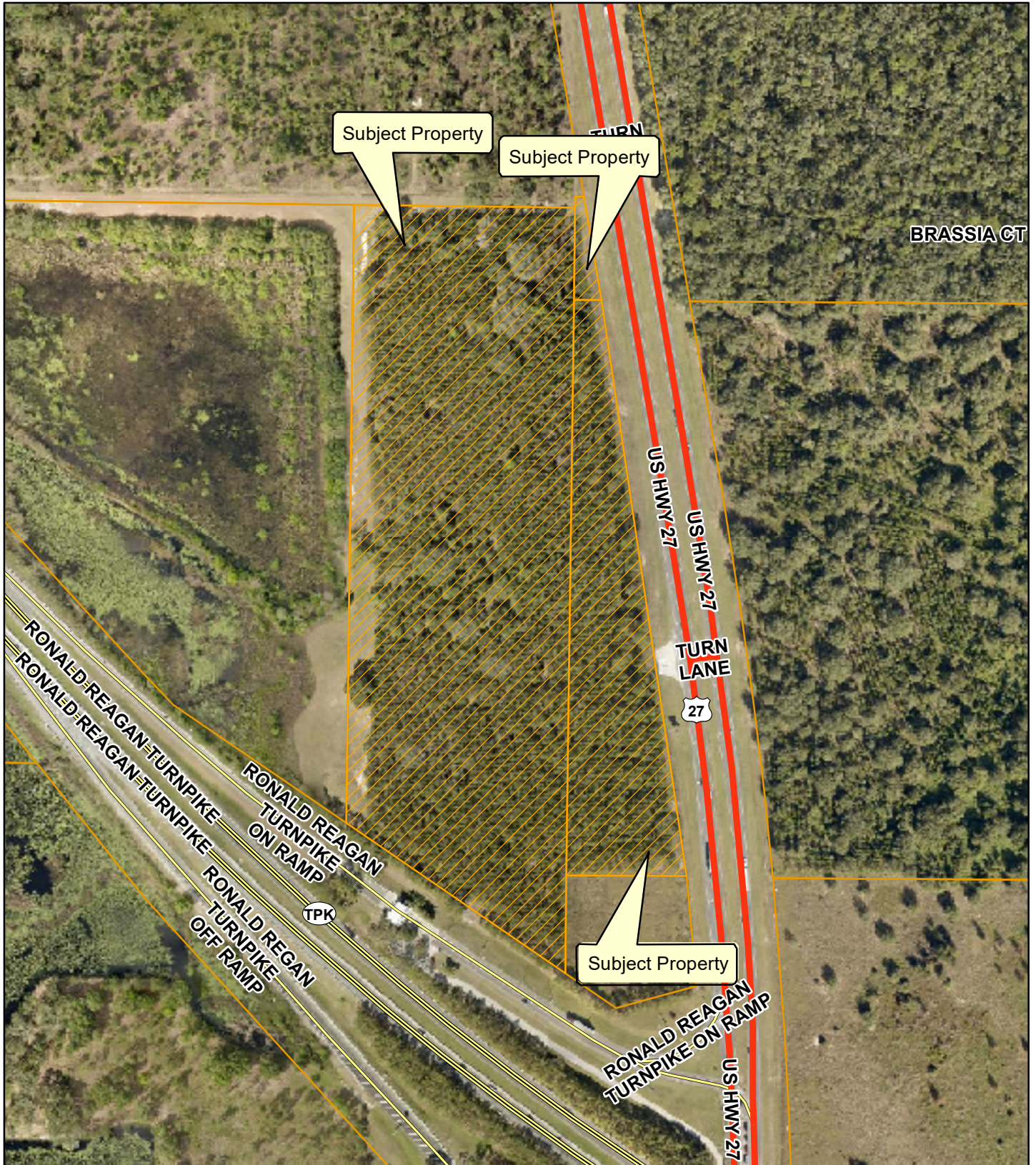
AK #: 1210313; Section 06 - Township 21 South - 25 East

AK #: 1383561; Section 12 - Township 21 South - 24 East

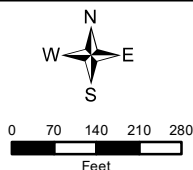
AK #: 1302307; Section 07 - Township 21 South - 25 East

April 30, 2025

Aerial



**Planning
& Zoning
Division**



Dilly Lake Multifamily and Convenience Store
US Hwy 27 and Florida's Turnpike N

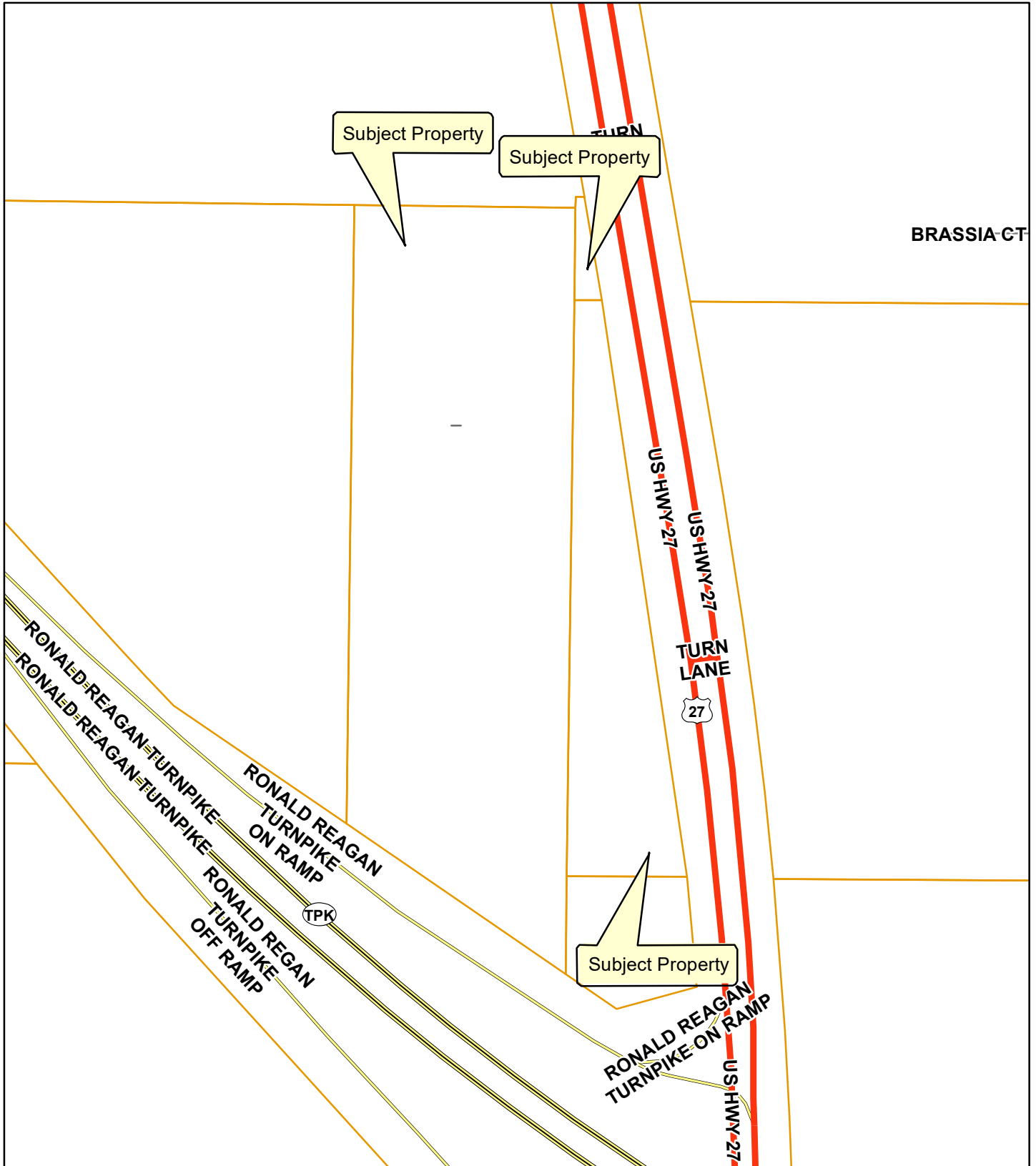
AK #: 1210313; Section 06 - Township 21 South - 25 East

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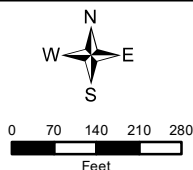
AK #: 1302307; Section 07 - Township 21 South - 25 East

April 30, 2025

Locator



**Planning
& Zoning
Division**



Dilly Lake Multifamily and Convenience Store

US Hwy 27 and Florida's Turnpike N

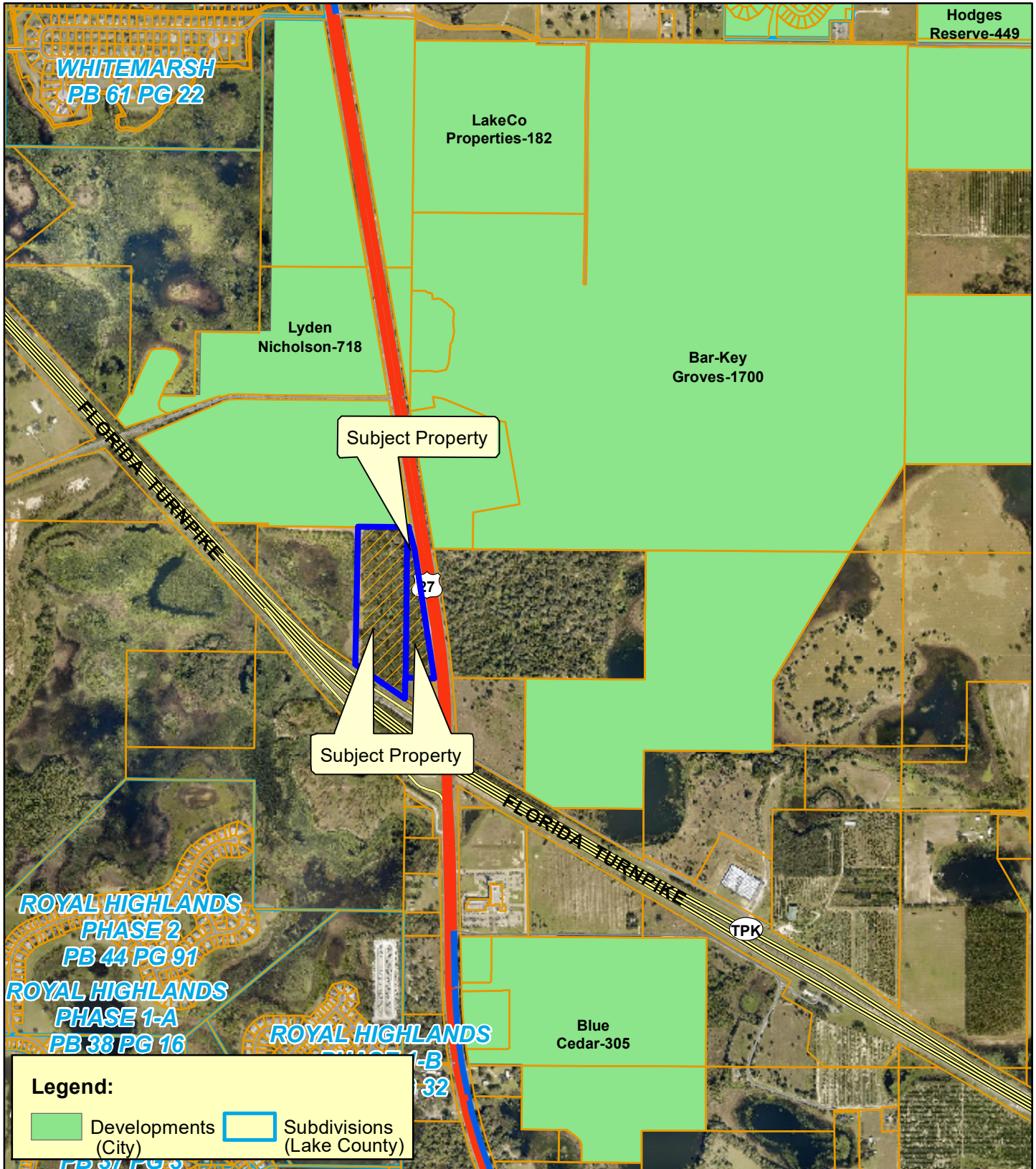
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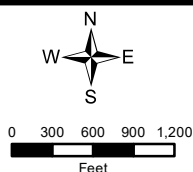
AK #: 1302307; Section 07 - Township 21 South - 25 East

April 30, 2025

Developments



**Planning
& Zoning
Division**



Dilly Lake Multifamily and Convenience Store

US Hwy 27 and Florida's Turnpike N

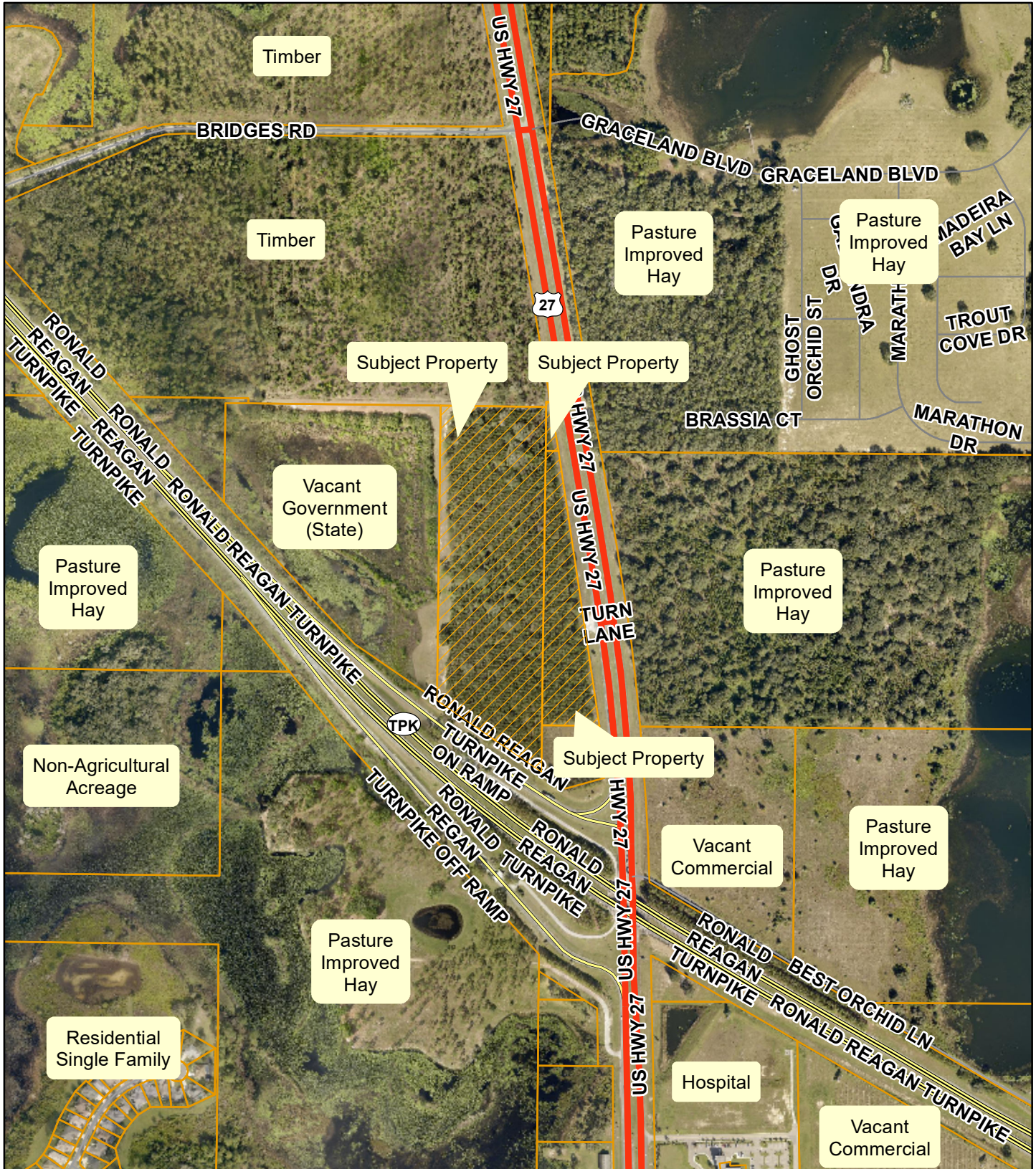
AK #: 1210313; Section 06 - Township 21 South - 25 East

AK #: 1383561; Section 12 - Township 21 South - 24 East

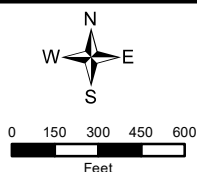
AK #: 1302307; Section 07 - Township 21 South - 25 East

July 21, 2025

Surrounding Land Uses



**Planning
& Zoning
Division**



Dilly Lake Multifamily and Convenience Store

US Hwy 27 and Florida's Turnpike N

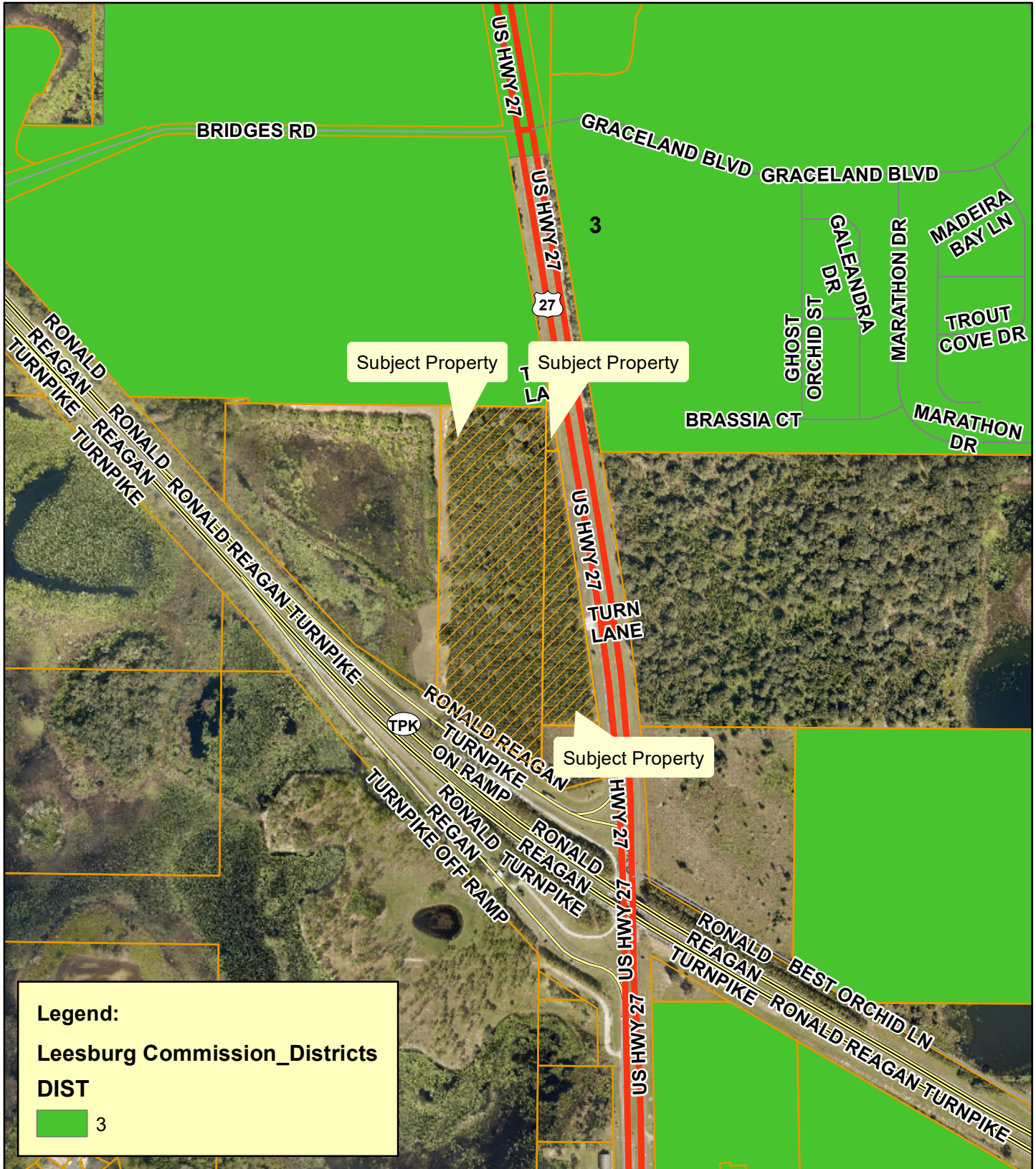
AK #: 1210313; Section 06 - Township 21 South - 25 East

AK #: 1383561; Section 12 - Township 21 South - 24 East

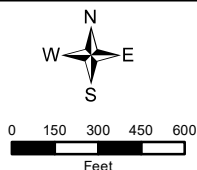
AK #: 1302307; Section 07 - Township 21 South - 25 East

April 30, 2025

Commission District



**Planning
& Zoning
Division**



Dilly Lake Multifamily and Convenience Store
 US Hwy 27 and Florida's Turnpike N

AK #: 1210313; Section 06 - Township 21 South - 25 East

AK #: 1383561; Section 12 - Township 21 South - 24 East

AK #: 1302307; Section 07 - Township 21 South - 25 East

April 30, 2025

That portion of the South 237.65 feet of the West 1/2 of the Southwest 1/4 of the Southwest 1/4 of the Southwest 1/4 of Section 6, Township 21 South, Range 25 East, lying West of the present Western Boundary line of U.S. Highway 27 which intersects said Section, Township and Range at the present time; Also all that part of Government Lot 1 lying West of U.S. Highway 27 in Section 7, Township 21 South, Range 25 East; Also the Northeast 1/4 of the Northeast 1/4 of Section 12, Township 21 South, Range 24 East, less the North 25 feet and less right-of way of Florida Sunshine State Parkway; and Also that part of the North 510 feet of the Southeast 1/4 of the Northeast 1/4 of Section 12, Township 21 South, Range 24 East, lying North and East of Florida Sunshine State Parkway, in Lake County, Florida, and less that part in the Order of Taking recorded in Official Records Book 1172, Page 1209, Public Records of Lake County, Florida.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.2.

Meeting Date: August 25, 2025

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 24.43 +/- acres from Lake County Regional Office to City of Leesburg General Commercial, for a property generally located west of U.S. Highway 27 and north of Ronald Reagan Turnpike, lying in Sections 6, 7, and 12, Township 21 South, Range 24 and 25 East, Lake County, Florida; and providing an effective date. (Dilly Lake MF & Gas SSCP)

Staff Recommendation:

The Planning & Zoning Staff and the Planning Commission recommend approval of the proposed small-scale comp plan amendment of the City's Future Land Use Map on 24.43 +/- acres from Lake County Regional Office to City of Leesburg General Commercial.

Analysis:

The project site is approximately 24.43 acres. The property is generally located west of U.S. Highway 27 and north of the Ronald Reagan Turnpike. Currently, the property is undeveloped acreage. The proposed use is for multifamily residential and commercial uses. The surrounding Future Land Use Map designations of Lake County Urban Low Density, Regional Office, and Rural and City of Leesburg General Commercial, Low Density and Estate Residential are compatible, as conditioned in the Rezoning, with the proposed future land use designation of City General Commercial. The proposed zoning designation of City PUD (Planned Unit Development) will provide for development that is consistent with the City's adopted Growth Management Plan and would allow an appropriate use for the property.

The Planning Commission held a public hearing on the application on May 22, 2025, and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the requested small-scale comprehensive plan amendment from Lake County Regional Office to City of Leesburg General Commercial; or

2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

There is no direct fiscal impact on the City from this action. Future development of the property will increase this anticipated impact from the collection of impact fees, ad valorem taxes and utility charges.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY CONTAINING 24.43 +/- ACRES FROM LAKE COUNTY REGIONAL OFFICE TO CITY OF LEESBURG GENERAL COMMERCIAL, FOR A PROPERTY GENERALLY LOCATED WEST OF U.S. HIGHWAY 27 AND NORTH OF RONALD REAGAN TURNPIKE, LYING IN SECTIONS 6, 7, AND 12, TOWNSHIP 21 SOUTH, RANGE 24 AND 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (DILLY LAKE MF & GAS SSCP)

WHEREAS, the City Commission has received written objections, recommendations, and comments from the City of Leesburg Planning Commission, acting as the Local Planning Agenda, regarding amendment of the Comprehensive Plan of the City of Leesburg, and has made recommendations to the City Commission for amendment of the Plan; and

WHEREAS, the City Commission of the City of Leesburg has held public hearings on the proposed amendment to the plan, in light of written comments, proposals and objections from the general public;

NOW, THEREFORE,

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

Section 1.

The Growth Management Plan of the City of Leesburg, adopted by the City of Leesburg on December 10, 2012, pursuant to the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes, after public hearings by the City of Leesburg Planning Commission, is hereby amended in the following manner;

The Future Land Use Map is amended by changing the designation of approximately 24.43 acres of land generally located west of U.S. Highway 27 and north of Ronald Reagan Turnpike from Lake County Regional Office to City of Leesburg General Commercial, as shown on the revised map of said area, lying in Sections 6, 7, and 12, Township 21 South, Range 24 and 25 East, Lake County Florida;

Section 2.

All ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed;

Section 3.

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

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 25th day of August 2025.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

That portion of the South 237.65 feet of the West 1/2 of the Southwest 1/4 of the Southwest 1/4 of the Southwest 1/4 of Section 6, Township 21 South, Range 25 East, lying West of the present Western Boundary line of U.S. Highway 27 which intersects said Section, Township and Range at the present time; Also all that part of Government Lot 1 lying West of U.S. Highway 27 in Section 7, Township 21 South, Range 25 East; Also the Northeast 1/4 of the Northeast 1/4 of Section 12, Township 21 South, Range 24 East, less the North 25 feet and less right-of way of Florida Sunshine State Parkway; and Also that part of the North 510 feet of the Southeast 1/4 of the Northeast 1/4 of Section 12, Township 21 South, Range 24 East, lying North and East of Florida Sunshine State Parkway, in Lake County, Florida, and less that part in the Order of Taking recorded in Official Records Book 1172, Page 1209, Public Records of Lake County, Florida.



**CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS**

DATE: May 22, 2025
OWNER: CFLTS – Zhan Li
PETITIONER: CFLTS – Zhan Li, Owner, and Robert Moon, KPM Franklin, Agent
PROJECT: Dilly Lake Multifamily and Convenience Store
REQUEST: A Request to Amend the Comprehensive Plan from Lake County Regional Office to City of Leesburg General Commercial.
CASE NO.: SSCP-25-519

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 request is compatible with the adjacent Future Land Use designations of Lake County Regional Office and Urban Low Density and City of Leesburg General Commercial.
3. The proposed request is compatible with the proposed zoning of City of Leesburg PUD (Planned Unit Development), as conditioned.
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 and 1.8.

Action Requested:

1. Vote to **approve** the Small-Scale Comprehensive Plan amendment from Lake County Regional Office to City of Leesburg General Commercial, and forward the recommendation to the City Commission for consideration.

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

DATE: May 22, 2025
OWNER: CFLTS – Zhan Li
PETITIONER: CFLTS – Zhan Li, Owner, and Robert Moon, KPM Franklin, Agent
PROJECT: Dilly Lake Multifamily and Convenience Store
REQUEST: A Request to Amend the Comprehensive Plan from Lake County Regional Office to City of Leesburg General Commercial and Rezone from Lake County PUD (Planned Unit Development) to the City of Leesburg PUD (Planned Unit Development).
CASE NO.: ANNX-25-518; SSCP-25-519; PUD-25-520

GENERAL LOCATION: West of US 27 and north of Ronald Reagan Turnpike.

FUTURE LAND USE DESIGNATION: Lake County Regional Office

SURROUNDING FUTURE LAND USE DESIGNATION:

- North – Lake County Urban Low Density.
City of Leesburg General Commercial, Low Density and Estate Residential
- South – Lake County Regional Office and Urban Low Density
City of Leesburg General Commercial and Estate Residential
- East – Lake County Regional Office and Urban Low Density
City of Leesburg Estate Residential
- West – Lake County Regional Office and Rural.

PROPOSED FUTURE LAND USE DESIGNATION: City of Leesburg General Commercial.

EXISTING ZONING DESIGNATION: Lake County PUD (Planned Unit Development)

SURROUNDING ZONING DESIGNATIONS:

- North – Lake County A (Agriculture)
City of Leesburg PUD (Planned Unit Development)
- South – Lake County A (Agriculture) and C-2 (Community Commercial District)
City of Leesburg PUD (Planned Unit Development)
- East – Lake County A (Agriculture) and C-2 (Community Commercial District)
City of Leesburg PUD (Planned Unit Development)
- West – Lake County A (Agriculture) and PUD (Planned Unit Development)

PROPOSED ZONING DESIGNATION: City of Leesburg Planned Unit Development

EXISTING LAND USE: Timber

SURROUNDING EXISTING LAND USE:

- North – Timber; Pasture Improved Hay
- South – Vacant Commercial; Pasture Improved Hay; Single Family Residential; Hospital
- East – Pasture Improved Hay
- West – Vacant Government (State); Pasture Improved Hay; Non-Agricultural Acreage

PROPOSED LAND USE: Multi-Family and Commercial.

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

DATE: May 22, 2025
OWNER: CFLTS – Zhan Li
PETITIONER: CFLTS – Zhan Li, Owner, and Robert Moon, KPM Franklin, Agent
PROJECT: Dilly Lake Multifamily and Convenience Store
REQUEST: A Request to Amend the Comprehensive Plan from Lake County Regional Office to City of Leesburg General Commercial and Rezone from Lake County PUD (Planned Unit Development) to the City of Leesburg PUD (Planned Unit Development).
CASE NO.: ANNX-25-518; SSCP-25-519; PUD-25-520

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments – As of 05/16/2025

FIRE

In reference to Case Number SSCP-25-519, PUD-25-520:

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-25-519, PUD-25-520 is outside the recommended four-minute response time for initial responding fire apparatus.

4.1 Fire Department Organizational Statement.

4.1.2.1

The fire department shall establish the following performance objectives for the first-due response zones that are identified by the AHJ:

- (1) Alarm handling time completion in accordance with 4.1.2.3
- (2) 80 seconds turnout time for fire and special operations response and 60 seconds turnout time for EMS response
- (3)* 240 seconds or less travel time for the arrival of the first engine company at a fire suppression incident
- (4) 360 seconds or less travel time for the arrival of the second company with a minimum staffing of 4 personnel at a fire suppression incident
- (5) For other than high-rise, 480 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (6) For high-rise, 610 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (7) 240 seconds or less travel time for the arrival of a unit with first responder with automatic external defibrillator (AED) or higher-level capability at an emergency medical incident
- (8) 480 seconds or less travel time for the arrival of an advanced life support (ALS) unit at an emergency medical incident, where this service is provided by the fire department provided a first responder with an AED or basic life support (BLS) unit arrived in 240 seconds or less travel time

– Amanda Stevenson 05/14/2025

ELECTRIC

This is outside Leesburg electric territory. – Steve Davis 05/02/2025

GAS

No comment. – Wayne Williams 05/02/2025

GIS

No comments – As of 05/16/2025

BUILDING

No comments – As of 05/16/2025

PUBLIC WORKS

No comments – As of 05/16/2025

ADDRESSING

No comments – As of 05/16/2025

ECONOMIC DEVELOPMENT

No comments – As of 05/16/2025

LAKE COUNTY PUBLIC WORKS

I have no comment as future access for the property/development would be from US, a FDOT maintained roadway. Based on preliminary info there does not appear to be a Lake County road adjacent to the site. – Seth Lynch 05/02/2025

LAKE COUNTY SCHOOLS

This residential project is subject to school concurrency review. The applicant should contact the school district for more information on this process. – Heather Croney 05/02/2025

PUBLIC RESPONSES

Approval

No comments – As of 05/16/2025

Disapproval

No comments – As of 05/16/2025

Notice of Appearance filed:

No comments – As of 05/16/2025

PUBLIC COMMENTS (APPROVAL)

No comments – As of 05/16/2025

PUBLIC COMMENTS (DISAPPROVAL)

No comments – As of 05/16/2025

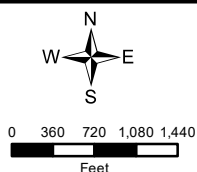
PUBLIC COMMENTS (UNDECIDED)

No comments – As of 05/16/2025

Extended Aerial



**Planning
& Zoning
Division**



Dilly Lake Multifamily and Convenience Store
US Hwy 27 and Florida's Turnpike N

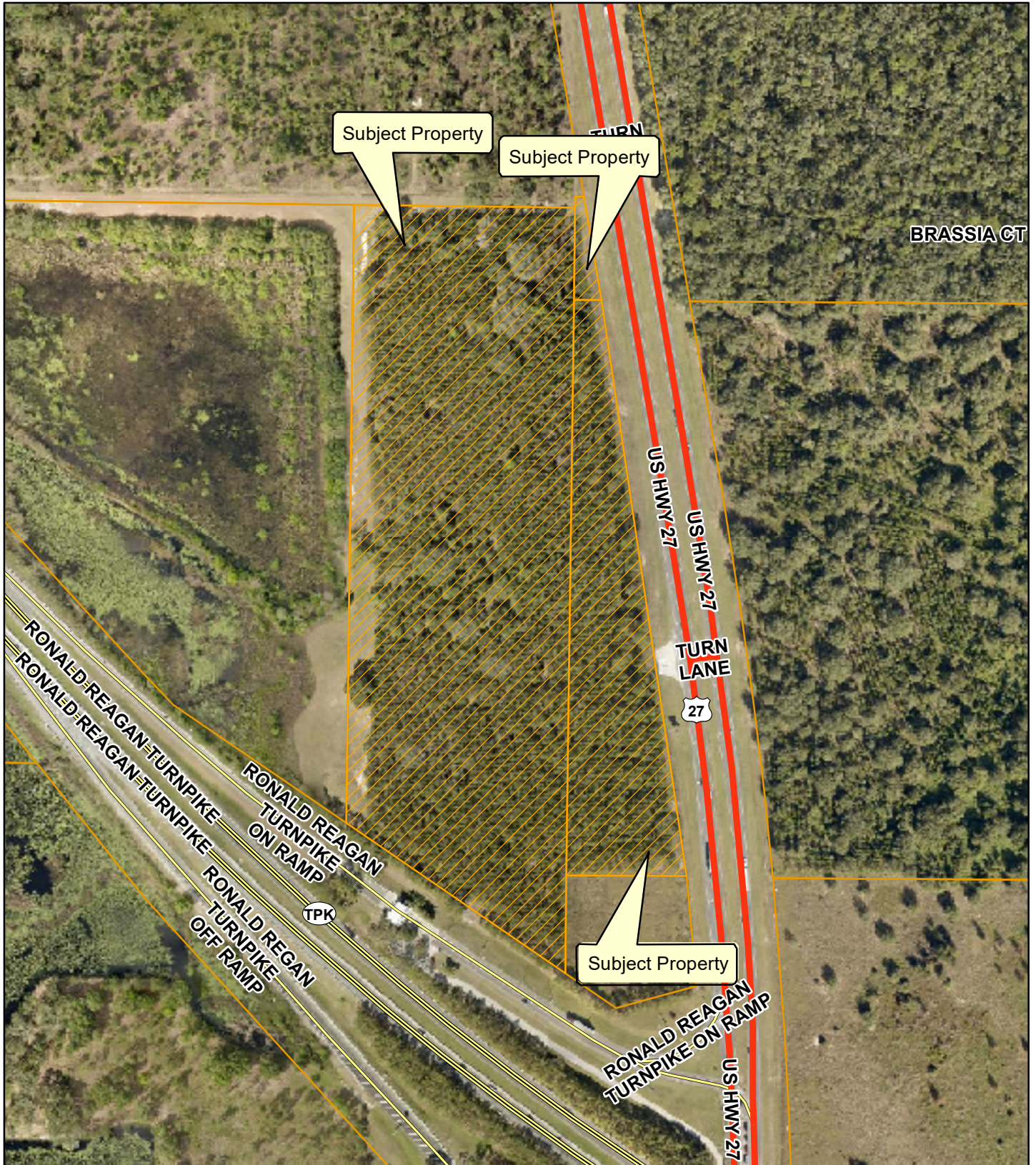
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AK #: 1383561; Section 12 - Township 21 South - 24 East

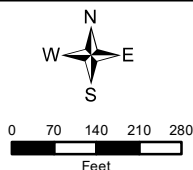
AK #: 1302307; Section 07 - Township 21 South - 25 East

April 30, 2025

Aerial



**Planning
& Zoning
Division**



Dilly Lake Multifamily and Convenience Store
US Hwy 27 and Florida's Turnpike N

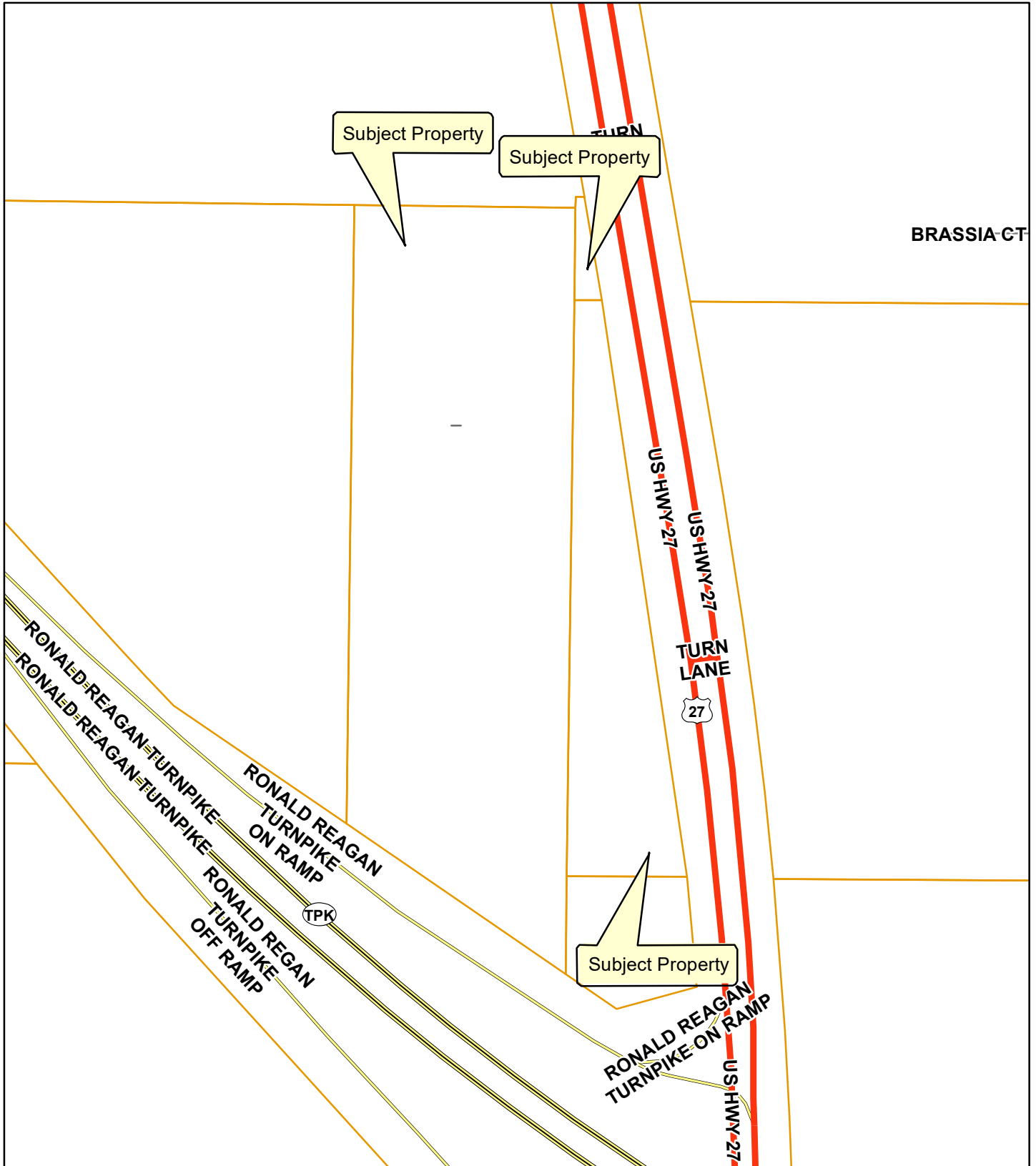
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AK #: 1383561; Section 12 - Township 21 South - 24 East

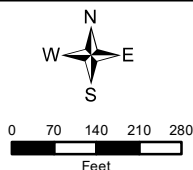
AK #: 1302307; Section 07 - Township 21 South - 25 East

April 30, 2025

Locator



**Planning
& Zoning
Division**



Dilly Lake Multifamily and Convenience Store

US Hwy 27 and Florida's Turnpike N

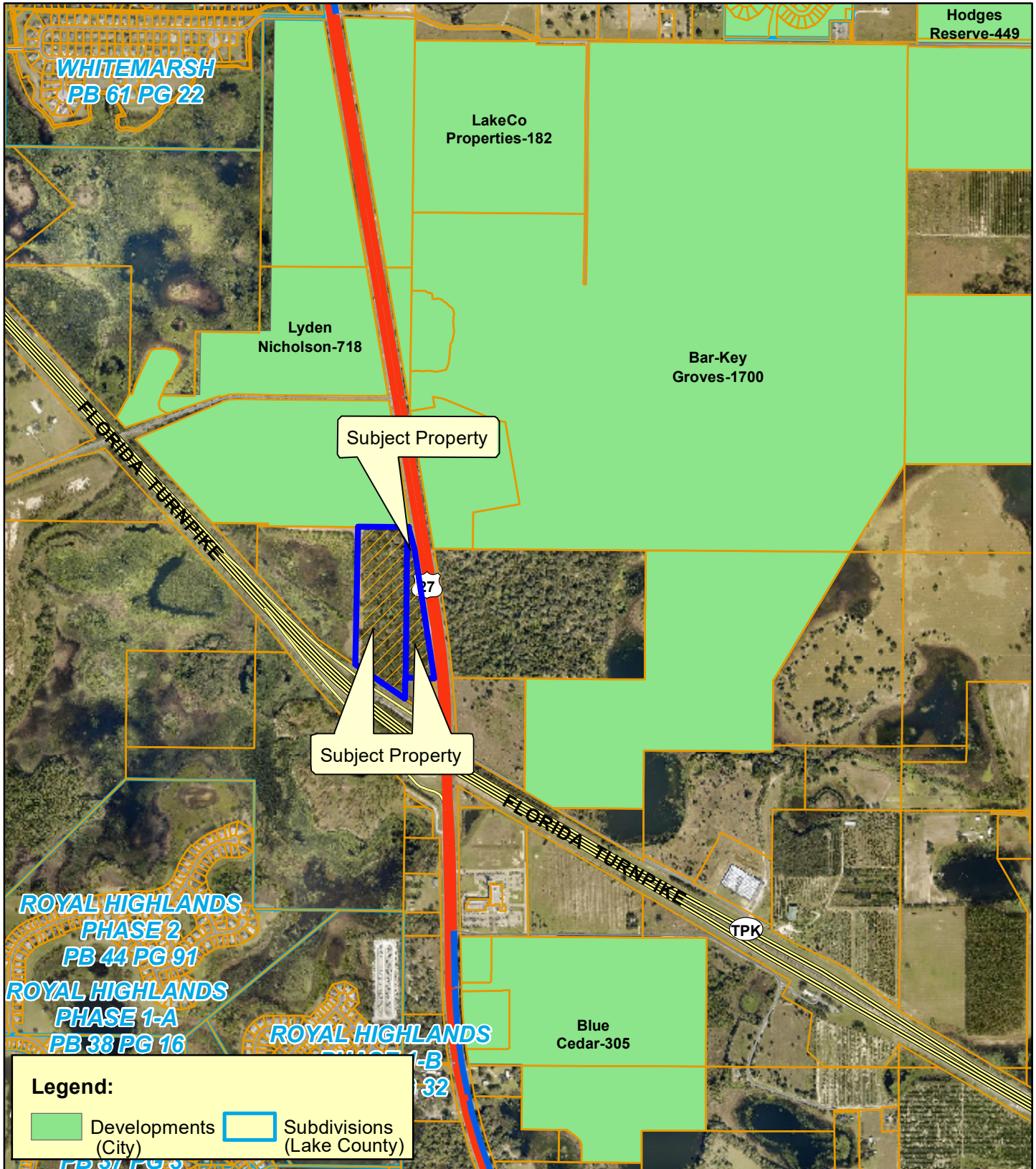
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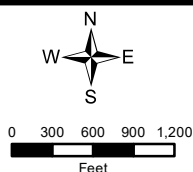
AK #: 1302307; Section 07 - Township 21 South - 25 East

April 30, 2025

Developments



**Planning
& Zoning
Division**



Dilly Lake Multifamily and Convenience Store
US Hwy 27 and Florida's Turnpike N

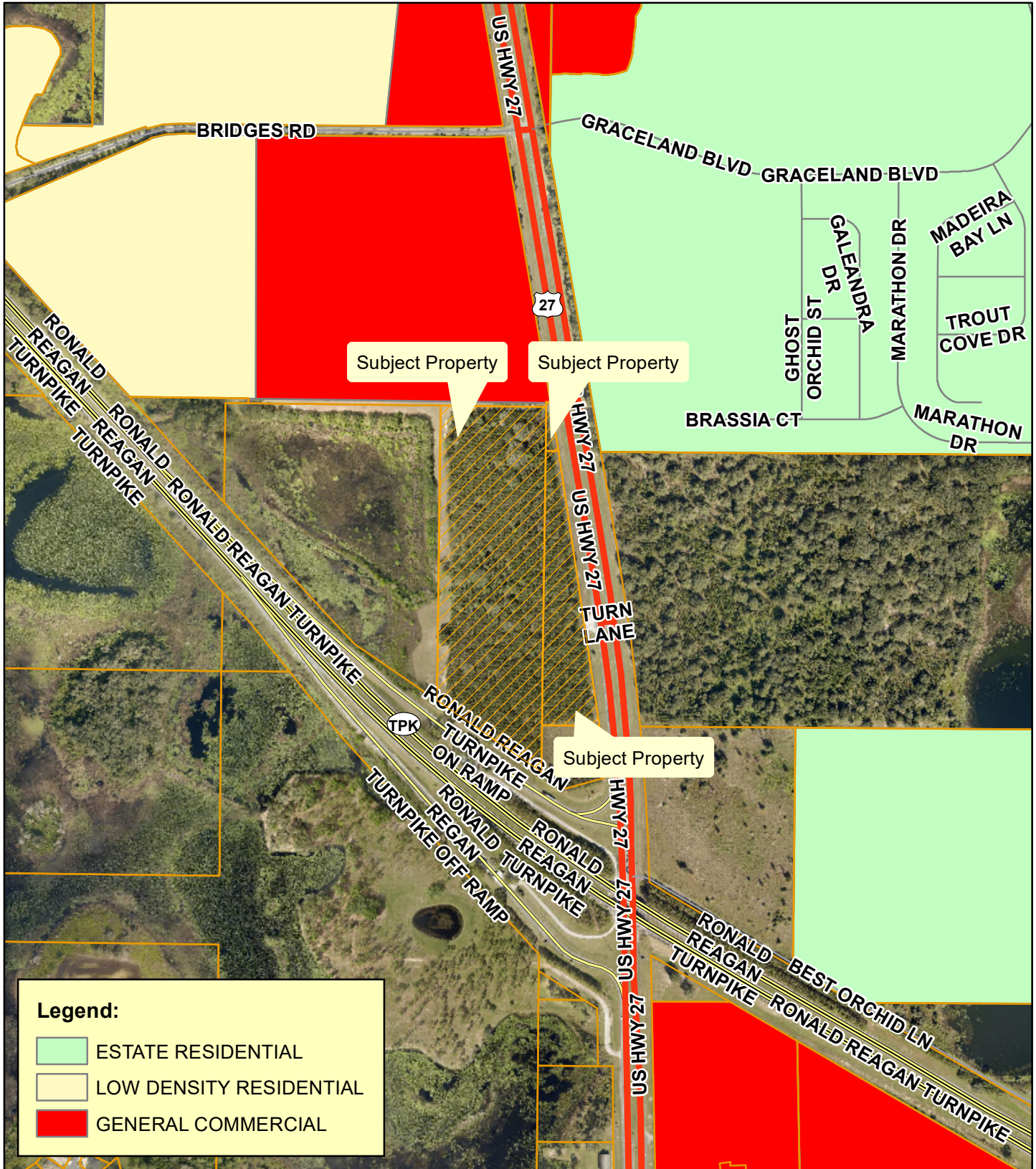
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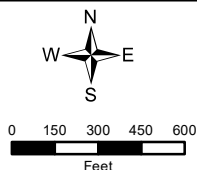
AK #: 1302307; Section 07 - Township 21 South - 25 East

July 21, 2025

City of Leesburg Future Land Use



**Planning
& Zoning
Division**



Dilly Lake Multifamily and Convenience Store
US Hwy 27 and Florida's Turnpike N

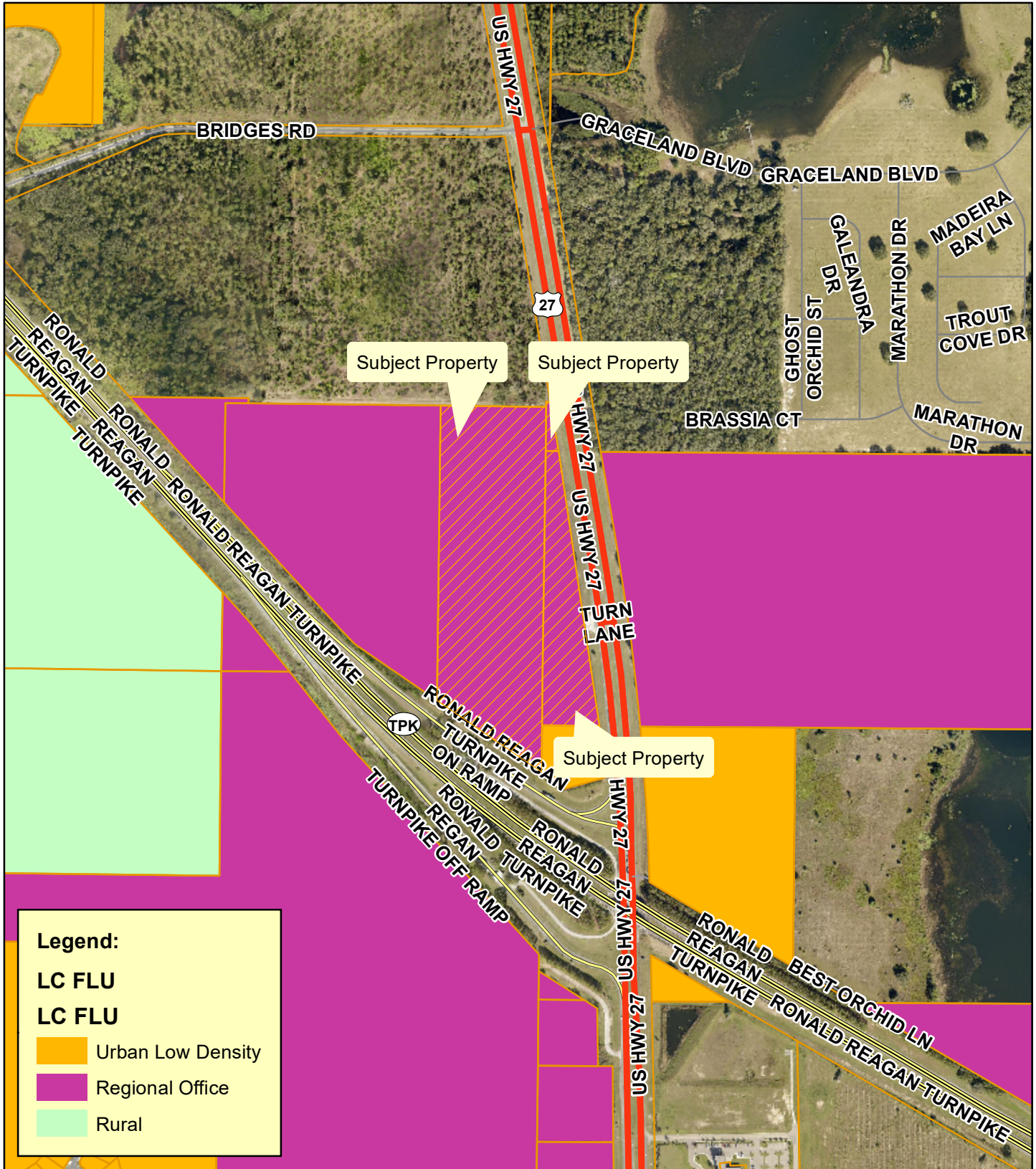
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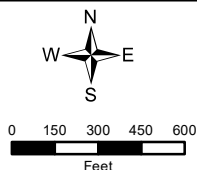
AK #: 1302307; Section 07 - Township 21 South - 25 East

April 30, 2025

Lake County Future Land Use



**Planning
& Zoning
Division**



Dilly Lake Multifamily and Convenience Store

US Hwy 27 and Florida's Turnpike N

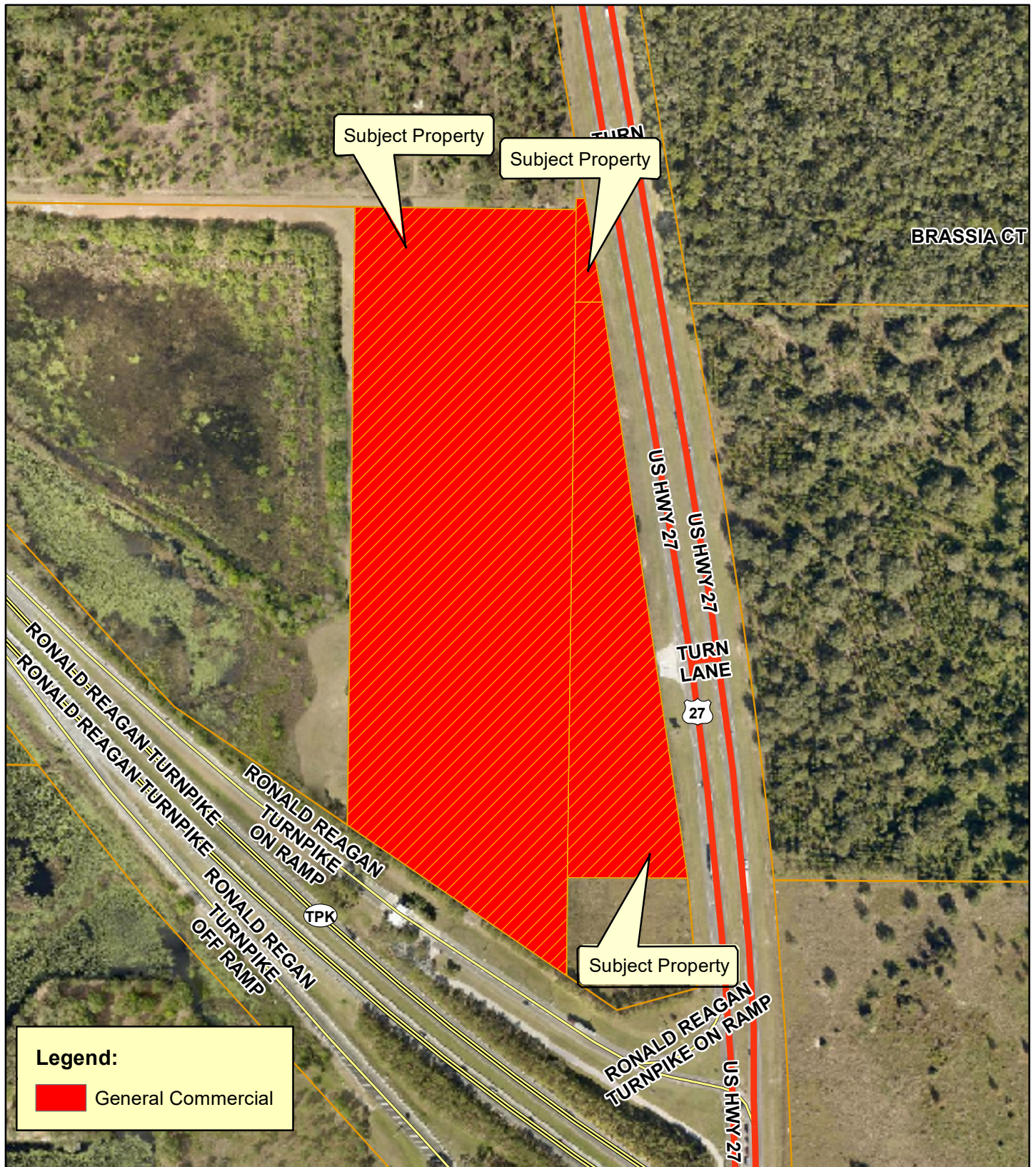
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AK #: 1383561; Section 12 - Township 21 South - 24 East

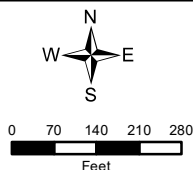
AK #: 1302307; Section 07 - Township 21 South - 25 East

April 30, 2025

Proposed Future Land Use



**Planning
& Zoning
Division**



Dilly Lake Multifamily and Convenience Store
US Hwy 27 and Florida's Turnpike N

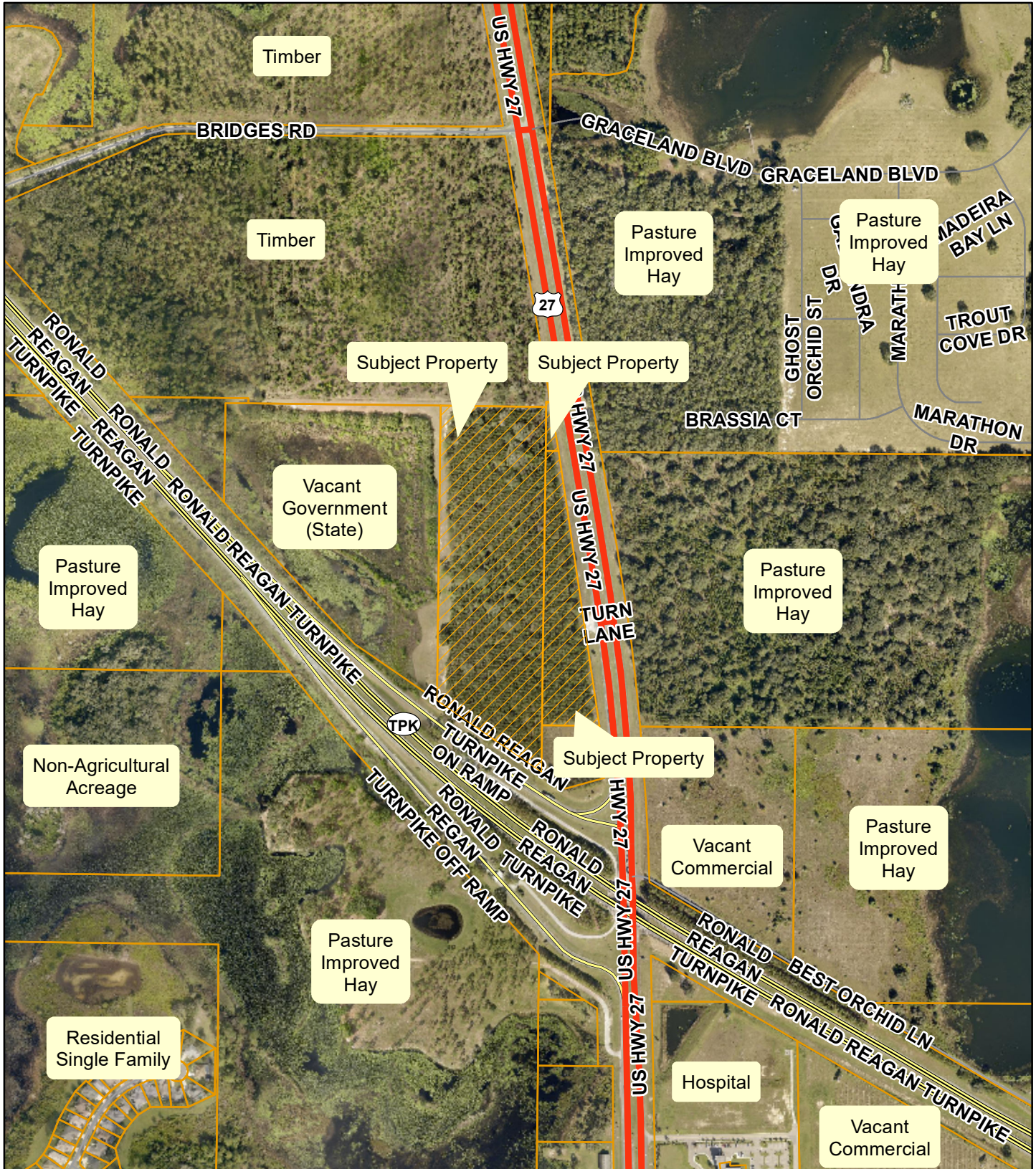
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AK #: 1383561; Section 12 - Township 21 South - 24 East

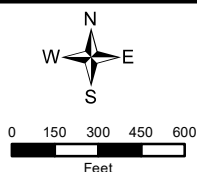
AK #: 1302307; Section 07 - Township 21 South - 25 East

April 30, 2025

Surrounding Land Uses



**Planning
& Zoning
Division**



Dilly Lake Multifamily and Convenience Store

US Hwy 27 and Florida's Turnpike N

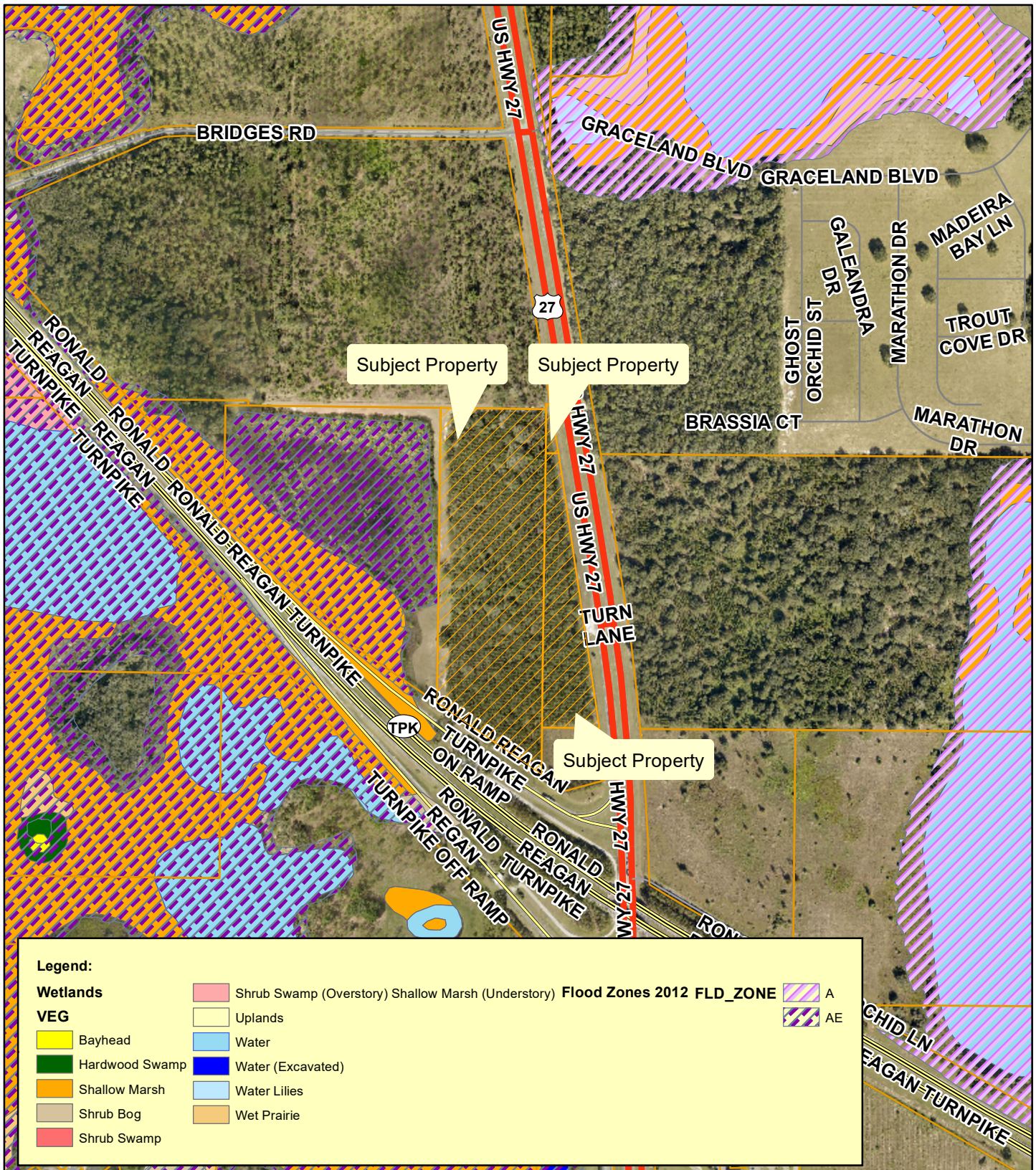
AK #: 1210313; Section 06 - Township 21 South - 25 East

AK #: 1383561; Section 12 - Township 21 South - 24 East

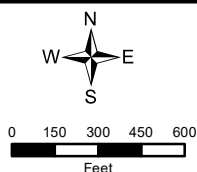
AK #: 1302307; Section 07 - Township 21 South - 25 East

April 30, 2025

Flood Zone and Wetlands



**Planning
& Zoning
Division**



Dilly Lake Multifamily and Convenience Store

US Hwy 27 and Florida's Turnpike N

AK #: 1210313; Section 06 - Township 21 South - 25 East

AK #: 1383561; Section 12 - Township 21 South - 24 East

AK #: 1302307; Section 07 - Township 21 South - 25 East

April 30, 2025

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.3.

Meeting Date: August 25, 2025

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 24.43 +/- acres from Lake County PUD (Planned Unit Development) and to City of Leesburg PUD (Planned Unit Development) to allow for the development of 300 multi-family dwelling units and convenience store with 16 fueling stations, for a property generally located west of U.S. Highway 27 and north of Ronald Reagan Turnpike, lying in Sections 6, 7, and 12, Township 21 South, Range 24 and 25 East, Lake County, Florida; and providing an effective date. (Dilly Lake MF & Gas PUD)

Staff Recommendation:

Planning and Zoning Staff recommend approval of the request to rezone the subject property from Lake County PUD (Planned Unit Development) to City of Leesburg PUD (Planned Unit Development) to allow for the development of 300 multi-family dwelling units and convenience store with 16 fueling stations.

Analysis:

The project site is approximately 24.43 +/- acres, and is generally located west of U.S. Highway 27 and north of Ronald Reagan Turnpike as shown on the attached maps. At this time, the property is undeveloped acreage. The proposal will allow for the development of 300 multi-family dwelling units and convenience store with 16 fueling stations. The existing land uses surrounding the property are Timber, Pasture Improved Hay, Non-Agricultural Acreage, Vacant Commercial, Single Family Residential, Hospital, and Vacant Government (State). 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 May 22, 2025, and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the proposed rezoning to City PUD (Planned Unit Development); or

2. Other 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 ON APPROXIMATELY 24.43 +/- ACRES FROM LAKE COUNTY PUD (PLANNED UNIT DEVELOPMENT) AND TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW FOR THE DEVELOPMENT OF 300 MULTI-FAMILY DWELLING UNITS AND CONVENIENCE STORE WITH 16 FUELING STATIONS, FOR A PROPERTY GENERALLY LOCATED WEST OF U.S. HIGHWAY 27 AND NORTH OF RONALD REAGAN TURNPIKE, LYING IN SECTIONS 6, 7, AND 12, TOWNSHIP 21 SOUTH, RANGE 24 AND 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (DILLY LAKE MF & GAS PUD)

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

Section 1.

Based upon the petition of Robert Moon, of KPM Franklin, on behalf of CFLTS – Zhan Li, "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 PUD (Planned Unit Development) to City of Leesburg PUD (Planned Unit Development), to-wit:

**(Legal Description)
(See Exhibit B)**

Section 2.

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

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 25th day of August 2025.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

That portion of the South 237.65 feet of the West 1/2 of the Southwest 1/4 of the Southwest 1/4 of the Southwest 1/4 of Section 6, Township 21 South, Range 25 East, lying West of the present Western Boundary line of U.S. Highway 27 which intersects said Section, Township and Range at the present time; Also all that part of Government Lot 1 lying West of U.S. Highway 27 in Section 7, Township 21 South, Range 25 East; Also the Northeast 1/4 of the Northeast 1/4 of Section 12, Township 21 South, Range 24 East, less the North 25 feet and less right-of way of Florida Sunshine State Parkway; and Also that part of the North 510 feet of the Southeast 1/4 of the Northeast 1/4 of Section 12, Township 21 South, Range 24 East, lying North and East of Florida Sunshine State Parkway, in Lake County, Florida, and less that part in the Order of Taking recorded in Official Records Book 1172, Page 1209, Public Records of Lake County, Florida.



CITY OF LEESBURG PLANNING & ZONING DEPARTMENT RECOMMENDATIONS

DATE: May 22, 2025
OWNER: CFLTS – Zhan Li
PETITIONER: CFLTS – Zhan Li, Owner, and Robert Moon, KPM Franklin, Agent
PROJECT: Dilly Lake Multifamily and Convenience Store
REQUEST: A Request to Rezone from Lake County PUD (Planned Unit Development) to the City of Leesburg PUD (Planned Unit Development).
CASE NO.: PUD-25-520

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 A (Agriculture), and C-2 (Community Commercial 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 Regional Office and Urban Low Density and City of Leesburg General Commercial.
3. The proposed request is consistent with the existing patterns of development in the US Highway 27 and Ronald Reagan Turnpike area.

Action Requested:

1. Vote to **approve** staff's recommendation to rezone the subject property from Lake County PUD (Planned Unit Development) to the City of Leesburg PUD (Planned Unit Development) and forward to the City Commission for consideration.

**DILLY LAKE PLANNED DEVELOPMENT
PUD (PLANNED UNIT DEVELOPMENT AGREEMENT)
May 22, 2025**

These Planned Unit Development Conditions for a PUD (Planned Unit Development) zoning district are granted by the City of Leesburg, Lake County, Florida to **CFLTS LLC – ZHAN LI, 8615 Commodity Circle, Suite 17, Orlando, Florida, 32819 (Robert Moon, P.E. KPM Franklin, 6300 Hazeltine National Drive, Suite 118, Orlando, Florida 32822 - Agent)** for the purposes described herein, and subject to the terms and conditions as set forth in this document, pursuant to authority contained in Chapter 25 “Zoning”, Section 25-278 “Planned Unit Development” of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND

The "Permittee" is requesting a Planned Unit Development (PUD) zoning district to allow future construction of a proposed mixed-use development consisting of approximately 24 acres, containing a maximum of 300 multi-family residential units and 10,000 square feet of commercial uses, generally located on the west side of U.S. Highway 27, and north of the Florida Turnpike, on a site within the City of Leesburg in accordance with their PUD application and supplemental information.

PURPOSE

The purpose of this document is to provide appropriate zoning standards for a high-quality built environment through the application of flexible and diversified land development requirements, which shall be implemented in conjunction with a master site development plan and the City of Leesburg Code of Ordinances, therefore allowing for more efficient and optimal use of the subject property, and to increase the overall economic opportunity and employment base of Leesburg, Florida.

CONDITIONS

The following conditions shall apply to the development proposed herein. If any instance where the conditions of this document may conflict with the City of Leesburg Code of Ordinances, this document shall prevail as the determining requirement.

1. PERMISSION

Permission is hereby granted to **CFLTS LLC – ZHAN LI, 8615 Commodity Circle, Suite 17, Orlando, Florida, 32819 (Robert Moon, P.E. KPM Franklin, 6300 Hazeltine National Drive, Suite 118, Orlando, Florida 32822 - Agent)** to construct, operate, and maintain a Planned Unit Development in and on real property in the City of Leesburg, in accordance with the requirements set forth herein. The property is more particularly described below.

2. LEGAL DESCRIPTION

See attached Exhibit B, Legal Description.

3. LAND USE

The above-described property, containing approximately 24.43 acres, shall be used for residential and commercial development, pursuant to City of Leesburg development codes and standards, and shall occupy the areas shown on Exhibit C, Conceptual Development Plan, subject to the conditions of this document.

A. Permitted Uses – Residential Areas

1. Multi-family dwellings.
2. Accessory structures for residential uses.
3. Accessory retail within a recreation center or clubhouse, intended for the primary use of residents, such as a snack bar.
4. Temporary modular sales center and construction offices (during construction and sales of new units) not to exceed one year, and construction office not to exceed two years from the approval of the final plat of the final phase for the subdivision. Model homes may be used as sales centers during the duration of the project.

B. Permitted Uses – Commercial Area

1. General retail sales/services
2. Restaurants
3. Pharmacy uses
4. Medical offices/clinics
5. Veterinary/Pet care
6. Professional offices (i.e. registered with state) and general office uses under Sec. 25-284 (7) (b) *Office*.
7. Coffee shops with or without drive-thru
8. Day care centers
9. Fitness centers
10. Personal services, (i.e. beauty salons, spa, etc., also see prohibited uses)
11. Other uses may be permitted as reviewed by the Planning & Zoning Director, in writing, which shall follow the C-3 (Highway Commercial) zoning district requirements, as amended, subject to the conditions of this document.
12. Temporary modular sales center and construction office during construction phase of the commercial pod.

C. Prohibited Uses – All areas

1. Industrial uses
2. Auto sales/dealership
3. Tattoo Parlors
4. Check cashing stores
5. Adult uses
6. Internet Café uses
7. Second hand (thrift) stores
8. Consignment shops
9. Pawn shops
10. Smoke shops

11. Junk or scrap collection/distribution
12. Recycling facility
13. All other uses not specifically permitted within these conditions under Permitted Uses above shall be prohibited.

4. RESIDENTIAL DEVELOPMENT STANDARDS

A. General standards

1. The project shall contain a maximum 300 multi-family residential units, at a gross density not to exceed four (12.43) units per acre, plus a maximum of 10,000 square feet of commercial uses, on the total 24+/- acre site, as shown on Exhibit C, Conceptual Development Plan.
2. Residential development shall be substantially consistent with Exhibit C, Conceptual Development Plan, and as listed below.
3. 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
4. The minimum development standards shall be those required for the R-3 (High Density Residential) district except as amended by this agreement.
5. Maximum impervious surface for the multi-family development shall be 65%.
6. The development may consist of a combination of studio, one-, two- or three-bedroom units. Each dwelling unit shall meet the following size requirements:
 - a. Studio units shall not be less than 700 square feet.
 - b. One-bedroom units shall not be less than 800 square feet.
 - c. Two-bedroom units shall not be less than 900 square feet.
 - d. Three-bedroom units shall not be less than 1,000 square feet.
 - e. The maximum height shall be three (3) stories, or 45 feet.

B. Setbacks, impervious surface & distance between structures (residential)

1. Setbacks
 - a. North - 30 feet
 - b. South -30 feet
 - c. East - 30 feet (front setback along U.S. Highway 27)
 - d. West -30 feet
2. Impervious surface
 - a. Maximum impervious surface for the residential area shall be 65%. Swimming pools shall not count toward the impervious surface calculation.
3. Distance between structures
 - a. For multi-family and commercial units, shall be a minimum of twenty (20) feet, as measured from building wall to building wall.
4. Accessory structures
 - a. Shall have a minimum rear and side setback of five (5) feet and single accessory structures that are not attached to the principal structure shall not occupy more than thirty (30) percent of the required yard.

C. Architecture (residential)

1. The external architecture of the buildings at a minimum shall incorporate the same design elements of the elevation submitted as Exhibit D, Conceptual Elevations. Variations with similar characteristics may be approved by the Planning & Zoning Director.
2. All primary and accessory use structures for multi-family development shall be required to meet the conditions of the City of Leesburg Architectural Standards of Section 25-360, (Ordinance 16-35), as amended.

5. COMMERCIAL DEVELOPMENT STANDARDS

A. General

1. The project shall contain a maximum of 10,000 square feet of commercial uses, as shown on Exhibit C, Conceptual Development Plan. The location of commercial structures and uses may vary within the project, but shall substantially comply with the example as shown on Exhibit C, Conceptual Development Plan.

B. Development standards for commercial properties

Shall be as shown on the Conceptual Development Plan, Exhibit C, and as follows:

1. Setbacks shall be as follows, measured from property line to vertical wall of the structure
 - a. North - 30 feet
 - b. South - 30 feet
 - c. East - 30 feet (front setback, along U.S. Hwy 27)
 - d. West - 30 feet
 - e. Between buildings: 20 feet
2. Maximum impervious surface for the commercial area shall be 65%.
3. Minimum distance between structures shall be twenty (20) feet, as measured from building wall to building wall. Roof overhang: shall not exceed forty (40) percent of the distance between the building wall and the property line.
4. Maximum building height: four (3) stories or 45 feet.
5. 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 yard.
6. 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), Exhibit C Conceptual Development Plan, and the zoning conditions set forth herein.

C. Commercial/Non-Residential General and Architectural Standards

1. The City of Leesburg, under Ordinance 16-35, adopted Commercial Architectural Standards, now codified under Section 25-360, City of Leesburg Code of Ordinances. This section shall be required for all non-residential construction for the subject property.
2. All commercial development shall follow the C-3 (Highway Commercial)

development standards except as amended herein.

3. A minimum of thirty-five (35) percent of the site within the commercial area shall be developed as open space, including retention areas, buffer and landscaped areas. Parking areas and vehicle access areas shall not be considered in calculating open space.
4. With the exception of building height and setbacks, spatial requirements set forth herein for non-residential structures shall be deemed satisfied provided as-built measurements do not deviate from such requirement by more than five (5) percent.
5. The Permittee shall utilize "Dark Sky" lighting principles when selecting lighting fixtures for all street lighting. Such lighting shall achieve the overall effect of containing and shielding excessive light pollution from adjacent properties. Appropriate designs are shown on as Exhibit E, attached hereto.
6. Other similar design variations meeting the intent of this section may be approved by the Planning and Zoning Director or designee.
7. Architectural facades shall be submitted to staff to review for consistency with the conditions of this PUD agreement.

6. PARKING

A. General

1. The permittee shall have off-street parking spaces within all areas of the property per an approved site plan pursuant to the City of Leesburg Code of Ordinances. Nonresidential development shall include the required number of handicapped parking spaces.
2. The location and design of the proposed parking areas will be reviewed during the site plan review process to provide for adequate parking, which may limit the permitted uses of the site.

B. Residential Parking

1. All residential areas shall provide parking distributed throughout the residential areas, as shown on Exhibit C, Conceptual Development Plan. Minimum parking standards of the City of Leesburg Code of Ordinances shall apply.

C. Commercial Parking

1. All parking aisles shall contain landscape islands located at the end of each aisle and at intervals of at least one (1) each ten (10) spaces in parking aisles. Each landscape island shall be at least 200 square feet, and contain at a minimum, one canopy or understory tree, plus shrubs and groundcover. Landscape islands are to be maintained by a Property Management entity, or other private maintenance designee. Minimum parking standards of the City of Leesburg Code of Ordinances shall apply.

7. OPEN SPACE, LANDSCAPING & BUFFER REQUIREMENTS

- A. A minimum of 35% open space shall be provided throughout the development. Open space may contain buffers, wetlands, retention, and recreation areas.

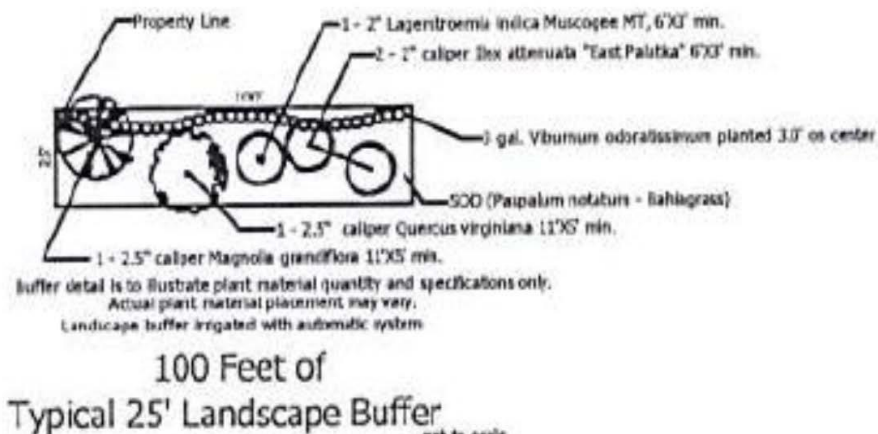
- B. A master landscape plan shall be submitted for review by City staff for all landscaping, buffer and boundary areas, parking lots, access roads, entry ways and new construction. This plan shall be reviewed for consistency with this PUD document and the Conceptual Site Plan (Exhibit C) and City of Leesburg landscape code requirements.
- C. All landscaped areas shall be designed to meet Section 25-337, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.
- D. A minimum twenty-five (25) foot buffer tract with plantings as shown in Figure A below, shall be provided along the entire boundary of the property, and shall be constructed simultaneously with each phase of development. All landscape buffers shall be separate tracts, shall not consist of, nor be part of individually platted lots. Such buffers shall be common areas, and shall be maintained by an entity such as a Property Management entity.
- E. A four (4) foot tall earthen berm shall be constructed along the residential portion of the development's eastern boundary adjacent to U.S. Highway 27, which is supplemented with plantings on top of the berm to provide a visual and noise buffer to the roadway. This buffer shall be constructed within the 25-foot buffer required elsewhere herein, and shall contain landscaping as meeting the City of Leesburg landscape code requirements.
- F. A six (6) foot fence consisting of wrought iron or aluminum rail material, with monument column features, such as shown in Exhibit F, Conceptual Fence Examples, shall be constructed between the residential and commercial areas of the Said fence shall be located on the southern boundary of the commercial use, adjacent to the edge of the associated parking lot(s). A five (5) foot planted landscape buffer on the north and south sides of the fence shall be required. The fencing requirements shall substantially comply with the fence examples shown in Exhibit F, Conceptual Fence Examples.
- G. Fencing shall be constructed simultaneously with each phase of development for each required type and location of fence, adjacent to the phase of development, per the PUD Conditions and subsequent Phasing Plan.
- H. Variations to the fencing and buffering requirements of this document may be approved by the Planning and Zoning Director or designee, to the extent that the overall intent of this PUD is maintained.
- I. All fences shall be maintained by the residential Property Management entity.
- 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. Unless noted otherwise 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. All new non-residential construction shall comply with Section 25-329 *Landscape Buffer Requirements*, City of Leesburg Code of Ordinances, for landscaping around building areas, including a five (5) foot landscape buffer around each building perimeter area facing the entrance and sides. All new structures shall extend the required landscape perimeter area to include all sides visible to the general public. Rear side of each building shall be exempt from landscaping where the rear of the building is not visible to the general public using the building.
- M. All buffers along the exterior property lines shall be distinct and separate from the residential lots, commercial, hotel, and medical parcels and properties, which shall be owned and maintained by a Property Owners or Homeowners Association.

- N. Nothing herein shall be construed to prevent the developer/or property owners from increasing buffer widths and/or plantings.
- O. Variations to the landscape and buffering requirements of this document may be approved by the Planning and Zoning Director or designee, to the extent that the overall intent of the PUD and the Landscaping Code are maintained, including consideration of any existing fencing on adjacent properties and existing natural vegetative buffers. Use of the University of Florida IFAS (Institute of Food and Agricultural Sciences) approved standards for “Florida Friendly Landscaping” will also be acceptable.
- P. The surveying of trees on the property shall be conducted as follows:
 - 1. All specimen, heritage and historic trees shall be surveyed. Staff will review the tree survey and such trees shall be saved where possible during the site plan review process. This may include amending the site plan to save specimen, heritage and historic trees.
 - 2. Site areas that are to preserve existing trees do not need to be included in the survey unless the trees are to be used in preservation/replacement requirements.
 - 3. The tree survey shall be completed by a licensed surveyor or arborist.

8. SITE ACCESS

- A. The project shall have a minimum of two (2) primary access points on U.S. Highway 27, (one for the residential area and one for the commercial area) plus one emergency access point, as shown on the Conceptual Development Plan Exhibit C, subject to FDOT and/or Lake County and City of Leesburg approval. These entrances shall be constructed in a “boulevard style” (divided roadway with landscaped minimum eight-foot (8) wide median throughout). The boulevard access points shall be constructed in the style shown in Exhibit G, Divided Boulevard Example and Plantings. A minimum of one (1) emergency access point shall be constructed on the residential side of the development.
- B. All access points shall be designed to allow emergency access vehicles room to maneuver and have appropriate traffic flow. Each entrance shall be reviewed and adjusted by staff as needed at the Site Plan and Construction Plan review.
 - 1. Offsite road improvements on existing roads adjacent to the property may be required based on finalized access locations. Such improvements may include, but are not limited to, left and right turn lanes, right-of-way dedication, and pavement rehabilitation. Any proposed offsite road improvements must be reviewed by Lake County Public Works.
 - 2. Prior to completion of the subdivision design plans, the developer shall work with the Lake County Department of Public Works to ensure all appropriate required roadway and access improvements for the development are made part of the plans submitted to the City of Leesburg.

3. The Master Development Plan, and the access points proposed thereon, are considered conceptual until the appropriate engineering and site plan reviews, along with any required upgrades are completed for the project.
- C. All access points shall be reviewed, as legally prescribed by Lake County Public Works, and/or FDOT as applicable, and shown on the Conceptual Development Plan (Exhibit C), as amended. All access points are conceptual and may be amended by staff, subject to site constraints or requirements. Actual location and design of all roads shall be determined during the site plan review process and shall include consideration of, and connection to, sidewalks, recreation paths, etc. All other access shall be reviewed for necessity and requirements through Lake County and the City of Leesburg development and permitting processes. Any additional access points shall be subject to site plan application review process.
- D. All access points are subject to review by the appropriate permitting agency, including FDOT, Lake-Sumter Metropolitan Planning Organization, Lake County and the City of Leesburg as applicable. The developer shall be responsible for on and offsite improvements required as a result of any access points. The developer shall be responsible for all on and offsite improvements required as a result of any access points.
- E. Cross access shall be required, as shown on the Conceptual Development Plan (Exhibit C), and any additional cross access shall be provided as needed at the time of development, to allow for connection points between this development and future development of adjacent property.

9. **SIGNAGE**

A. External Monument Signs

1. Each separate property/parcel within the development shall be allowed one (1) monument style sign located along U.S. Highway 27. with fully enclosed bases and supports. and shall be allowed as follows:
 - a. Max overall height: 25 feet
 - b. Max sign area: 80 square feet per side (2 sides)
 - c. Fully enclosed base, pursuant to one (1) of the following options:
 - i. The sign base shall be no less than ten percent (10%) of the sign height, and be clad in decorative masonry, brick, or stone; or
 - ii. The sign base shall feature architectural banding equal to ten percent (10%) of the total sign height, with the remainder of the sign base being stucco or other architecturally compatible material with the primary buildings.
 - iii. Base width: minimum 50% of sign area width
 - iv. Monument signs shall be located a minimum of ten (10) feet behind the right of way of U.S. Highway 27, and outside of the visibility triangle, as shown in in Section 9, Figure 1.

B. Internal Monument Signs

1. Signs internal to the development, except as amended in *Section 9 Signage, C and D*, shall be monument signs with fully enclosed bases and supports, and shall be allowed as follows:

- (i) Max overall height: 6 feet
- (ii) Max sign area: 24 square feet per side (2 sides)
- (iii) Fully enclosed base, minimum of two (2) feet in height, clad in decorative masonry, brick, or stone.
- (iv) Base width: minimum 50% of sign area width
- (v) Location minimum 5 feet behind right of way and outside of the visibility triangle, as shown below in Section 9, Figure 1.

C. Wayfinding Signs

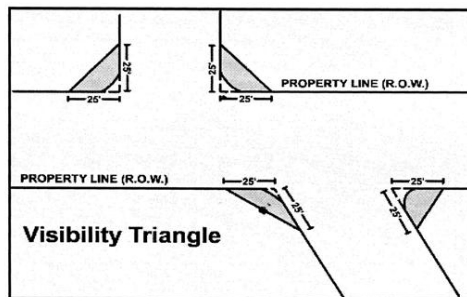
1. Wayfinding signs shall be located internal to the development, and shall be allowed as follows:

- (i) Max overall height: 4 feet
- (ii) Max sign area: 6 square feet per side (2 sides)
- (iii) Location minimum 5 feet behind right of way and outside of the visibility triangle, as shown in in Section 9, Figure 1.

D. Residential Signage

1. The residential access point shall provide a decorative entry feature to include a concrete, brick or stucco wall at least five (5) feet in height on each side of the entryway. This may be used for signage per City of Leesburg Code of Ordinances, as amended.

Figure 1 – Visibility Triangle



E. Wall signs

1. Wall signs shall be permitted per City of Leesburg Code of Ordinances, as amended.
2. Any signage proposed by the Applicant not addressed herein, shall be pursuant to the City of Leesburg Code of Ordinances, as amended.

F. Alternative designs for signage may be approved by the Planning and Zoning Director or designee, where the architectural style would be in keeping with the intent of these sign regulations.

G. All signs shall be submitted as a sign package to be reviewed as a separate permit from the site planning process.

10. TRANSPORTATION IMPROVEMENTS

- A. Any transportation improvements or rights-of-way that may be required shall be based on projected needs and shall be contingent upon site plan approval by City staff during the development review and permitting process. The plan review process shall include consideration of required sidewalks, recreation paths etc.
- B. A traffic/transportation study/analysis shall be submitted for review and determination of any necessary access improvements, including any off-site improvements legally required by the Florida Department of Transportation, Lake County, the Lake-Sumter MPO or the City of Leesburg. Said improvements will be the responsibility of the Permittee.
- C. The Permittee shall provide necessary traffic improvements within and adjacent to the development which are legally required by Lake County, the Lake-Sumter MPO and City of Leesburg.
- D. All roads and paved areas within the development shall be designed and constructed to meet the City of Leesburg requirements.
- E. The Permittee shall be responsible for obtaining all necessary legally required Lake County permits and a copy of all permits shall be provided to the City of Leesburg.
- F. The City of Leesburg shall not be responsible for the construction of any roads or transportation improvements.
- G. All roads within the development shall be constructed to meet the City of Leesburg's standards, ARTICLE VII – TECHNICAL STANDARDS, as amended.
 - 1. Should the Permittee (or designee) desire to dedicate the proposed project's internal road system to the City of Leesburg; the Permittee shall demonstrate to the satisfaction of the City of Leesburg that the road system is in suitable condition and meets all City of Leesburg 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.
- H. Sidewalks shall be provided on interior of the entrance road(s) and internal roads, and shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall contain sidewalks as determined by the Development Review Committee. All sidewalks shall be constructed in accordance with City of Leesburg Codes.
- I. The terms and requirements of this section shall not be interpreted to preclude or interfere with the creation, provision, extension or development of future rights of

way, easements, access points and/or roadways designed for the purposes of increasing access and egress to the property.

11. 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:
 - 1. 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 and the Development Site Plan review process.
- 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, 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. 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.

12. STORMWATER/DRAINAGE MANAGEMENT

- A. 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:
 - (i) A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.
 - (ii) A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.
 - (iii) A responsible legal entity for the maintenance of the stormwater management system prior to the approval of Certificates of Occupancy. A Property Management entity is an acceptable maintenance entity.

1. Such a maintenance entity shall own and maintain all ponds, swales, drains, and other such stormwater management systems, as applicable.
 2. All ponds, swales, drains, and other such stormwater management systems, shall be maintained in a manner as to maintain the original function of such a feature.
- (iv) The existing 100-year flood plain on the property shall be shown on all plans and lots.
- (v) 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.
- (vi) 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.
- B. Should the Permittee desire to dedicate the proposed project's stormwater management system to the City of Leesburg; the City, at its discretion, may accept or not accept the stormwater management system.
1. Prior to acceptance, the Permittee shall demonstrate to the City the stormwater management system is in a suitable condition and meets City of Leesburg and St. Johns River Water Management District requirements.
 2. As a condition of accepting the system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project.
- C. All wet stormwater ponds greater than 0.25 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 the Property Management entity required elsewhere herein.

13. 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 Property Management entity. 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, or as determined under review by the appropriate review agency, i.e. City of Leesburg, St. Johns River Water Management District.
- 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.

14. IRRIGATION & WATER USE

- 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), as amended, City of Leesburg Code of Ordinances.

15. 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, as seen on the attached Conceptual Development Plan, Exhibit C.
- B. Recreational requirements shall include a minimum of four (4) active recreation areas, at a minimum of 1.4 total acres provided, as shown in Exhibit C, Conceptual Development Plan. The location of these sites may vary based on final design. The uses in these primary active recreation areas shall consist of:
 - 1) An amenity building and swimming pool,
 - 2) A walking trail around the circumference of the retention area on the south side of the property,
 - 3) A children's playground with playground equipment, and
 - 4) A separate, fenced dog park area.
- C. Surrounding the main stormwater retention pond/area on the south side of the property, the developer shall construct a multi-use trail system, as shown in Conceptual Development Plan, Exhibit C.
- D. Unless specified otherwise herein, all recreation spaces may include, but are not limited to:
 - 1. Trails, exercise stations, boardwalks, water feature overlooks;
 - 2. Gazebos, grills, picnic tables, benches;
 - 3. Playgrounds, tot lots;
 - 4. Basketball, tennis, pickleball, shuffleboard, handball courts, etc.;
 - 5. Community swimming pool, including the deck area surrounding such pools;
 - 6. Indoor recreation rooms provided such rooms are permanently maintained for the use of residents for recreational purposes;
 - 7. Other active recreational activities may be used, subject to approval by the City of Leesburg.

16. MAINTENANCE

- A. With the exception of any public utilities, maintenance of all site improvements, including but not limited to roadways, drives, internal sidewalks, landscaping, green space, overflow parking, recreation areas, buffers, trails, and drainage shall be the responsibility of the property owner.
- B. A Property Management entity shall serve as an appropriate entity for all common properties within the development. Said entity shall be responsible for the management of all common areas, including but not limited to the entryway landscaping, buffers, medians, green spaces and recreation areas.

17. DEVELOPMENT PHASING & IMPLEMENTATION

- A. The proposed project may be constructed in phases in accordance with the Planned Unit Development Conditions, Exhibit A, herein, and Conceptual Development Plan, Exhibit C. Changes to the development conditions or conceptual plan, other than those conditions described in these PUD Conditions of Approval, shall be revised in accordance with the Planned Development review process, City of Leesburg Code of Ordinances.
- B. As part of the overall development review process, each approved plan phase shall contain only those portions of the development approved under the Site Plan Review Process, i.e. each phase approved 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.
- D. In any event that a conflict may arise between the written conditions of this PUD document and the Conceptual Site Plan, as shown in Exhibit C, the written language herein shall prevail.

18. MISCELLANEOUS CONDITIONS

- A. The uses of the proposed project shall only be those uses identified in the approved Planned Unit Development Conditions. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.
- B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.
- C. Construction and operation of the proposed use(s) shall at all times comply with the Planned Unit Development conditions set forth herein, and with all City and other governmental agencies rules and regulations.
- D. The transfer of ownership or lease of any or all of the property described in these PUD Conditions of Approval shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.

- E. These PUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition as set forth herein.
- F. These conditions of approval shall be recited within the site plan and construction plan submittals.

19. LEVELS OF SERVICE

A. Levels of Service

- 1. As submitted, the development resulting from the proposed zoning change may result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to water, wastewater, roads, drainage, and solid waste. No final development order (site plan and/or building permits) shall be granted for a proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.

B. Utilities

1. Projected Capacities

- a. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.
- b. If the development requires construction of new distribution or collection lines, or other infrastructure needed to develop the subdivision, the developer will be required to construct such facilities to provide service. The developer will bear the cost of design, permitting and construction. Any such facilities must be constructed in a fashion consistent with the City's master plans and to the City standards and specifications.

2. Commitment of Capacity

- a. There are no previous commitments of any existing or planned excess capacity for this property.

3. Ability to Provide Services

- a. At this time, the City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.
- b. Future development within the City of Leesburg utility service areas may impact the provision of utility services.

LEGAL DESCRIPTION

(provided by applicant, from site plan)

EXHIBIT B**LEGAL DESCRIPTION**

THAT PORTION OF THE SOUTH 237.65 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LYING WEST OF THE PRESENT WESTERN BOUNDARY LINE OF U.S. HIGHWAY 27 WHICH INTERSECTS SAID SECTION, TOWNSHIP AND RANGE AT THE PRESENT TIME; ALSO ALL THAT PART OF GOVERNMENT LOT 1 LYING WEST OF U.S. HIGHWAY 27 IN SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST; ALSO THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LESS THE NORTH 25 FEET AND LESS RIGHT-OF-WAY OF FLORIDA SUNSHINE STATE PARKWAY; AND ALSO THAT PART OF THE NORTH 510 FEET OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 SECTION 12, TOWNSHIP 21, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LYING NORTH AND EAST OF FLORIDA SUNSHINE STATE PARKWAY, IN LAKE COUNTY, FLORIDA, AND LESS THAT PART IN THE ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 1172, PAGE 1209, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

CONCEPTUAL SITE PLAN

EXHIBIT C







FAÇADE SAMPLES

EXHIBIT D

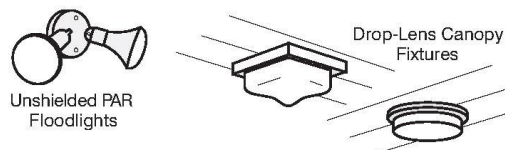
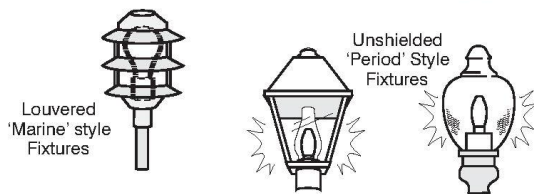
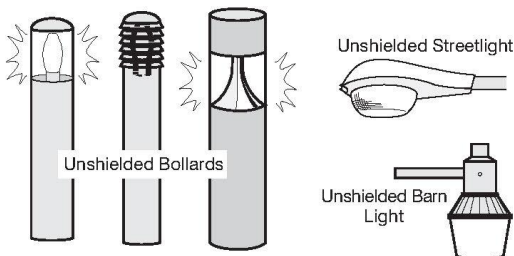
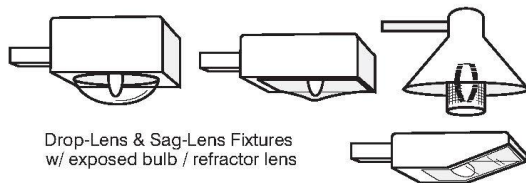
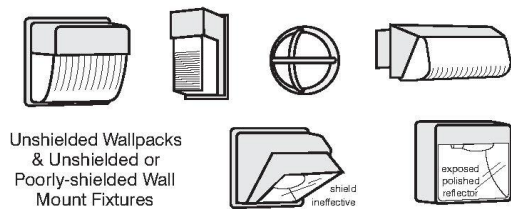
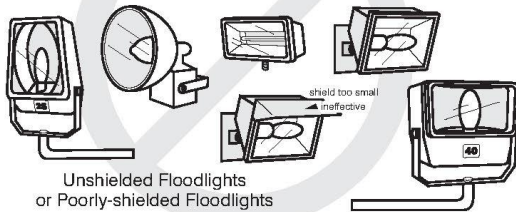
COMMERCIAL – GENERAL RETAIL



Examples of Acceptable / Unacceptable Lighting Fixtures

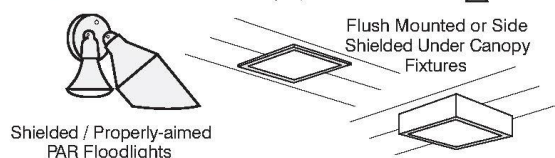
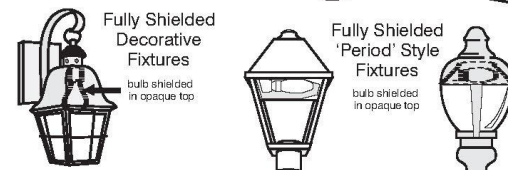
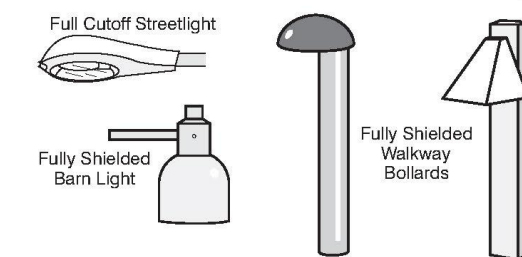
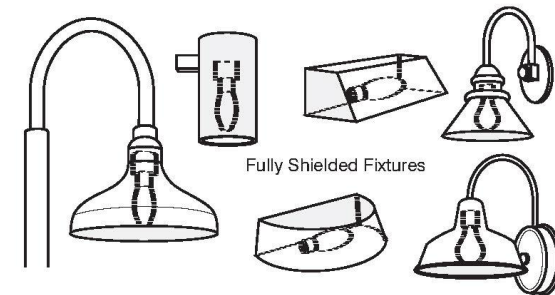
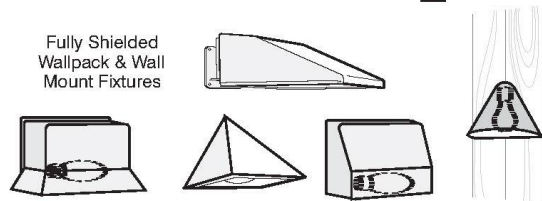
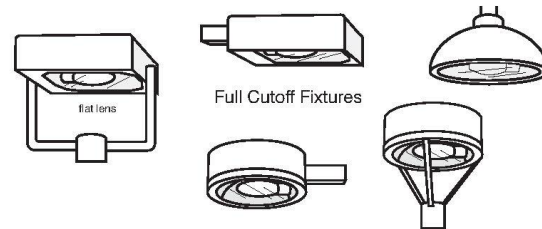
Unacceptable / Discouraged

Fixtures that produce glare and light trespass



Acceptable

Fixtures that shield the light source to minimize glare and light trespass and to facilitate better vision at night



Illustrations by Bob Crelin © 2005. Rendered for the Town of Southampton, NY. Used with permission

FENCE/WALL CONCEPTUAL EXAMPLES

EXHIBIT F



Figure 1 – Earth tone vinyl fence with decorative cap element on end panel posts

Example Source Courtesy of Bespoke Fence
<https://bespokefence.com/products/vinyl-fences/>



Figure 2A - Aluminum rail fence with brick-style monument columns

Example Source Courtesy of Byron Fence
<https://www.byronfence.com/commercial-fence>



Figure 2B - Aluminum rail fence with stone-style monument columns

Example Source Courtesy of Decoratedlife.com
<https://decoratedlife.com/stunning-aluminum-fence-ideas/>



Figure 3 – Split rail fence with monument column features

Example Source Courtesy of Fence & Deck Supply
<https://www.fenceanddecksupply.com/wp-content/uploads/2014/04/FDS-Mini-Product-Catalog-2014-EMAIL.pdf>



Figure 4– Opaque Wall with monument column features

Example Source Courtesy of Houzz
<https://www.houzz.com/discussions/1425465/help-choose-retaining-wall-material>

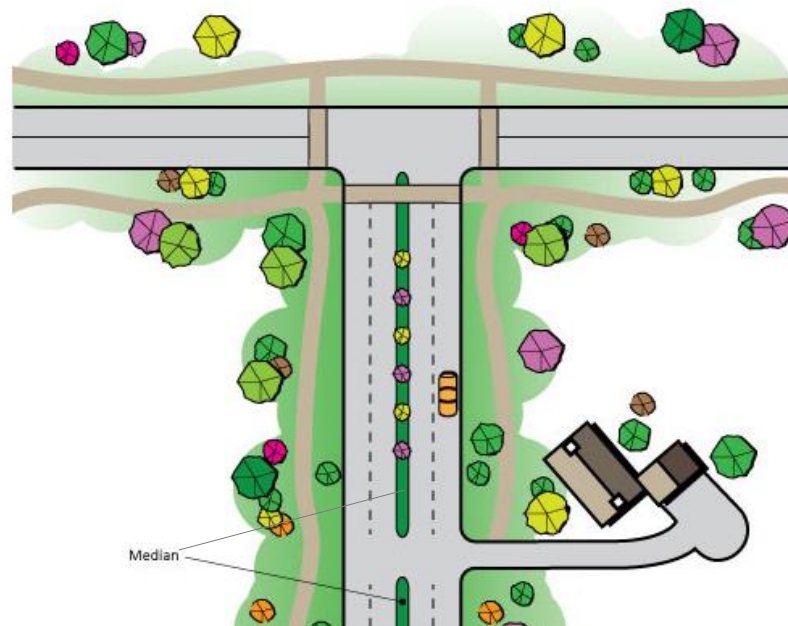


Figure 1 – Divided Boulevard Concept
 Example Source Courtesy of Chester County Government
<https://www.cbescoplanning.org/municorner/MultiModal/17-Boulevard.cfm>



Figure 2 – Planted Divided Boulevard
 Example Source Courtesy of District Works
<https://districtworks.city/landscaping-and-groundkeeping/>



Figure 3 – Planted Divided Boulevard
 Example Source Courtesy of Joshua Zeunert via ResearchGate
https://www.researchgate.net/figure/Planted-central-median-swale-used-in-the-Lynbrook-development_fig1_329116840

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

DATE: May 22, 2025
OWNER: CFLTS – Zhan Li
PETITIONER: CFLTS – Zhan Li, Owner, and Robert Moon, KPM Franklin, Agent
PROJECT: Dilly Lake Multifamily and Convenience Store
REQUEST: A Request to Amend the Comprehensive Plan from Lake County Regional Office to City of Leesburg General Commercial and Rezone from Lake County PUD (Planned Unit Development) to the City of Leesburg PUD (Planned Unit Development).
CASE NO.: ANNX-25-518; SSCP-25-519; PUD-25-520

GENERAL LOCATION: West of US 27 and north of Ronald Reagan Turnpike.

FUTURE LAND USE DESIGNATION: Lake County Regional Office

SURROUNDING FUTURE LAND USE DESIGNATION:

- North – Lake County Urban Low Density.
City of Leesburg General Commercial, Low Density and Estate Residential
- South – Lake County Regional Office and Urban Low Density
City of Leesburg General Commercial and Estate Residential
- East – Lake County Regional Office and Urban Low Density
City of Leesburg Estate Residential
- West – Lake County Regional Office and Rural.

PROPOSED FUTURE LAND USE DESIGNATION: City of Leesburg General Commercial.

EXISTING ZONING DESIGNATION: Lake County PUD (Planned Unit Development)

SURROUNDING ZONING DESIGNATIONS:

- North – Lake County A (Agriculture)
City of Leesburg PUD (Planned Unit Development)
- South – Lake County A (Agriculture) and C-2 (Community Commercial District)
City of Leesburg PUD (Planned Unit Development)
- East – Lake County A (Agriculture) and C-2 (Community Commercial District)
City of Leesburg PUD (Planned Unit Development)
- West – Lake County A (Agriculture) and PUD (Planned Unit Development)

PROPOSED ZONING DESIGNATION: City of Leesburg Planned Unit Development

EXISTING LAND USE: Timber

SURROUNDING EXISTING LAND USE:

- North – Timber; Pasture Improved Hay
- South – Vacant Commercial; Pasture Improved Hay; Single Family Residential; Hospital
- East – Pasture Improved Hay
- West – Vacant Government (State); Pasture Improved Hay; Non-Agricultural Acreage

PROPOSED LAND USE: Multi-Family and Commercial.

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

DATE: May 22, 2025
OWNER: CFLTS – Zhan Li
PETITIONER: CFLTS – Zhan Li, Owner, and Robert Moon, KPM Franklin, Agent
PROJECT: Dilly Lake Multifamily and Convenience Store
REQUEST: A Request to Amend the Comprehensive Plan from Lake County Regional Office to City of Leesburg General Commercial and Rezone from Lake County PUD (Planned Unit Development) to the City of Leesburg PUD (Planned Unit Development).
CASE NO.: ANNX-25-518; SSCP-25-519; PUD-25-520

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments – As of 05/16/2025

FIRE

In reference to Case Number SSCP-25-519, PUD-25-520:

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-25-519, PUD-25-520 is outside the recommended four-minute response time for initial responding fire apparatus.

4.1 Fire Department Organizational Statement.

4.1.2.1

The fire department shall establish the following performance objectives for the first-due response zones that are identified by the AHJ:

- (1) Alarm handling time completion in accordance with 4.1.2.3
- (2) 80 seconds turnout time for fire and special operations response and 60 seconds turnout time for EMS response
- (3)* 240 seconds or less travel time for the arrival of the first engine company at a fire suppression incident
- (4) 360 seconds or less travel time for the arrival of the second company with a minimum staffing of 4 personnel at a fire suppression incident
- (5) For other than high-rise, 480 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (6) For high-rise, 610 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (7) 240 seconds or less travel time for the arrival of a unit with first responder with automatic external defibrillator (AED) or higher-level capability at an emergency medical incident
- (8) 480 seconds or less travel time for the arrival of an advanced life support (ALS) unit at an emergency medical incident, where this service is provided by the fire department provided a first responder with an AED or basic life support (BLS) unit arrived in 240 seconds or less travel time

– Amanda Stevenson 05/14/2025

ELECTRIC

This is outside Leesburg electric territory. – Steve Davis 05/02/2025

GAS

No comment. – Wayne Williams 05/02/2025

GIS

No comments – As of 05/16/2025

BUILDING

No comments – As of 05/16/2025

PUBLIC WORKS

No comments – As of 05/16/2025

ADDRESSING

No comments – As of 05/16/2025

ECONOMIC DEVELOPMENT

No comments – As of 05/16/2025

LAKE COUNTY PUBLIC WORKS

I have no comment as future access for the property/development would be from US, a FDOT maintained roadway. Based on preliminary info there does not appear to be a Lake County road adjacent to the site. – Seth Lynch 05/02/2025

LAKE COUNTY SCHOOLS

This residential project is subject to school concurrency review. The applicant should contact the school district for more information on this process. – Heather Croney 05/02/2025

PUBLIC RESPONSES

Approval

No comments – As of 05/16/2025

Disapproval

No comments – As of 05/16/2025

Notice of Appearance filed:

No comments – As of 05/16/2025

PUBLIC COMMENTS (APPROVAL)

No comments – As of 05/16/2025

PUBLIC COMMENTS (DISAPPROVAL)

No comments – As of 05/16/2025

PUBLIC COMMENTS (UNDECIDED)

No comments – As of 05/16/2025

Extended Aerial



**Planning
& Zoning
Division**



0 360 720 1,080 1,440
Feet

Dilly Lake Multifamily and Convenience Store
US Hwy 27 and Florida's Turnpike N

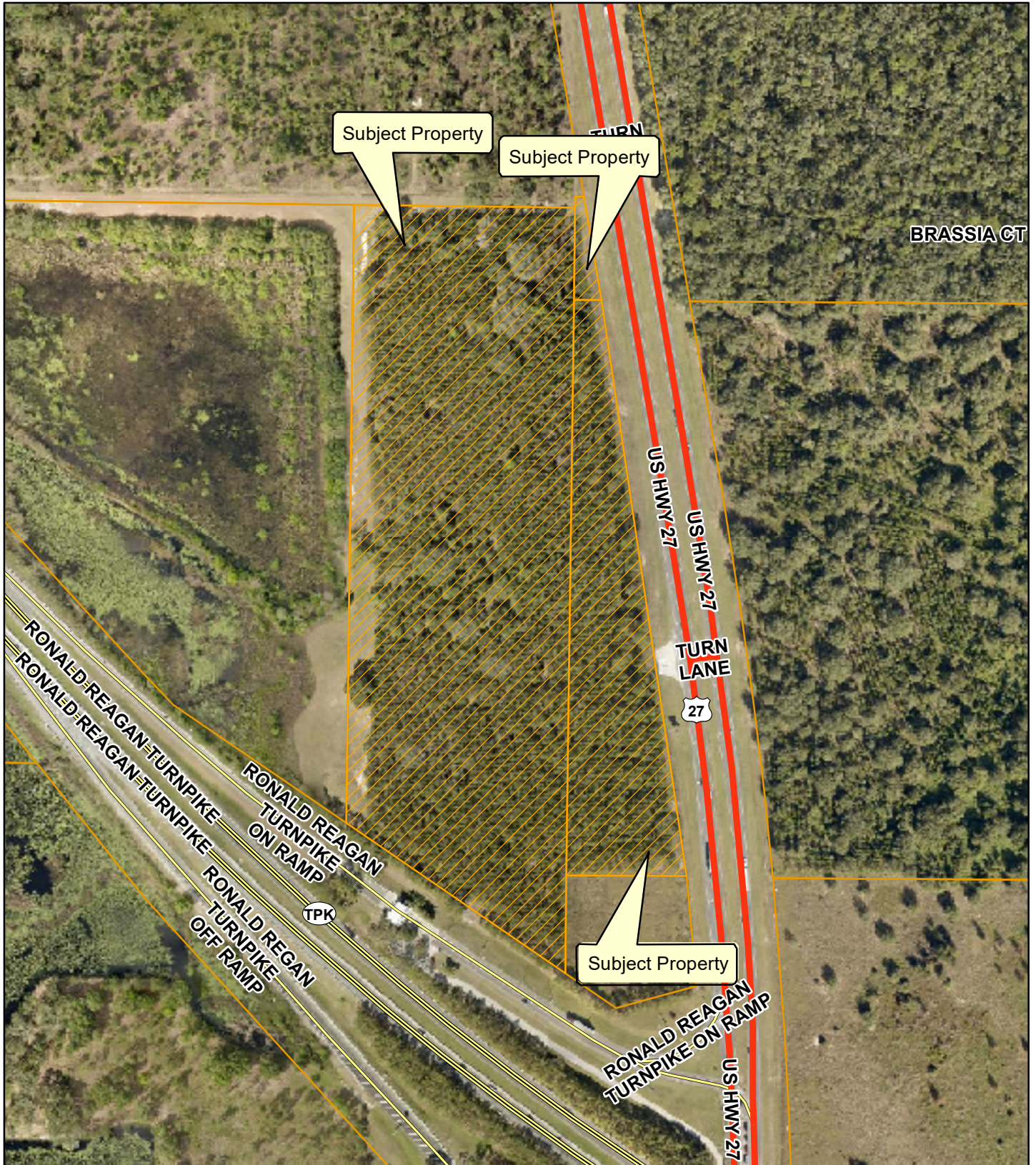
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AK #: 1383561; Section 12 - Township 21 South - 24 East

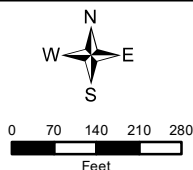
AK #: 1302307; Section 07 - Township 21 South - 25 East

April 30, 2025

Aerial



**Planning
& Zoning
Division**



Dilly Lake Multifamily and Convenience Store
US Hwy 27 and Florida's Turnpike N

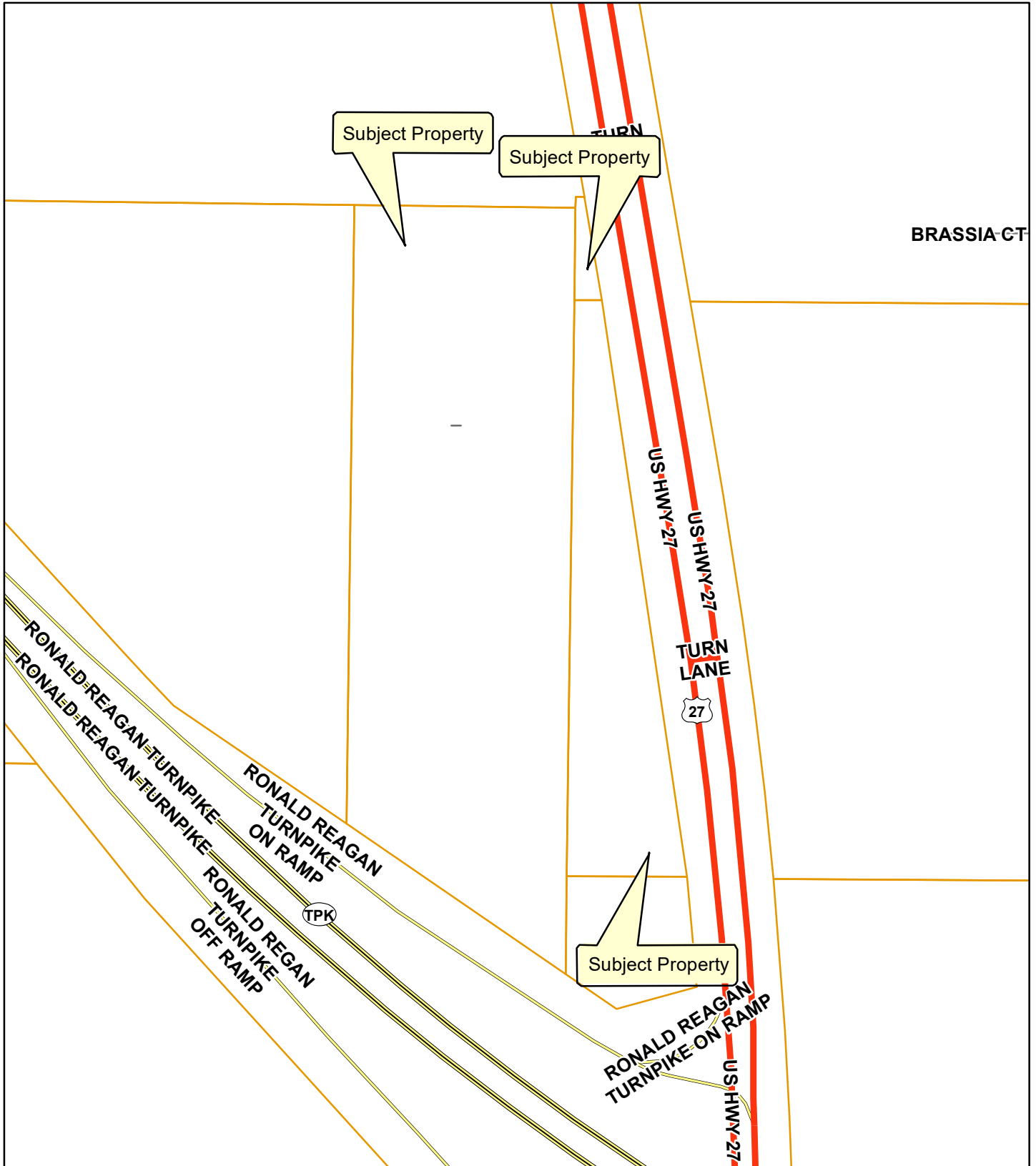
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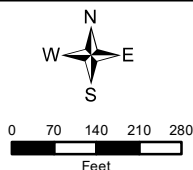
AK #: 1302307; Section 07 - Township 21 South - 25 East

April 30, 2025

Locator



**Planning
& Zoning
Division**



Dilly Lake Multifamily and Convenience Store

US Hwy 27 and Florida's Turnpike N

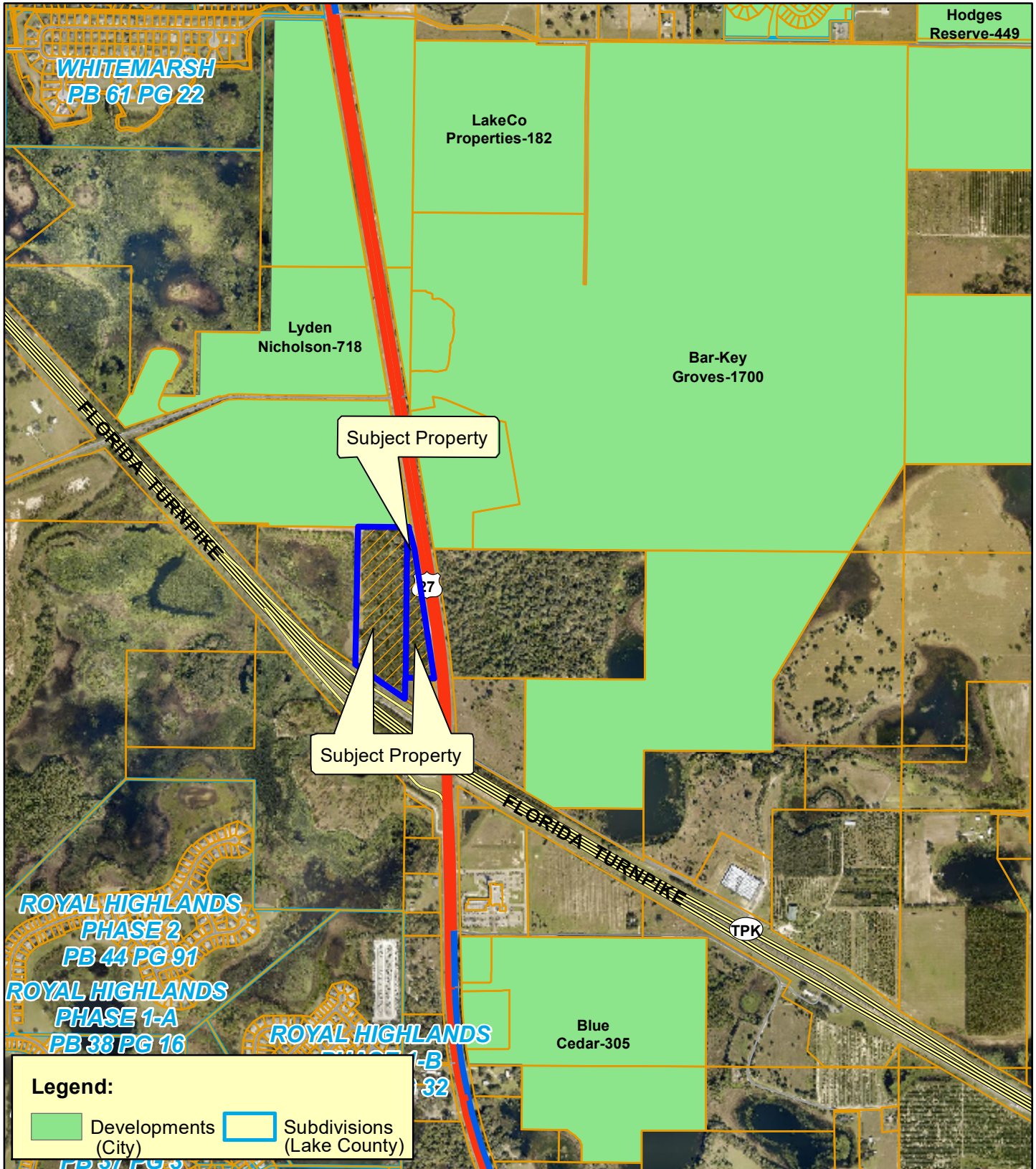
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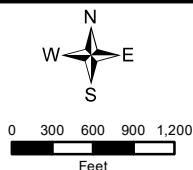
AK #: 1302307; Section 07 - Township 21 South - 25 East

April 30, 2025

Developments



**Planning
& Zoning
Division**



Dilly Lake Multifamily and Convenience Store

US Hwy 27 and Florida's Turnpike N

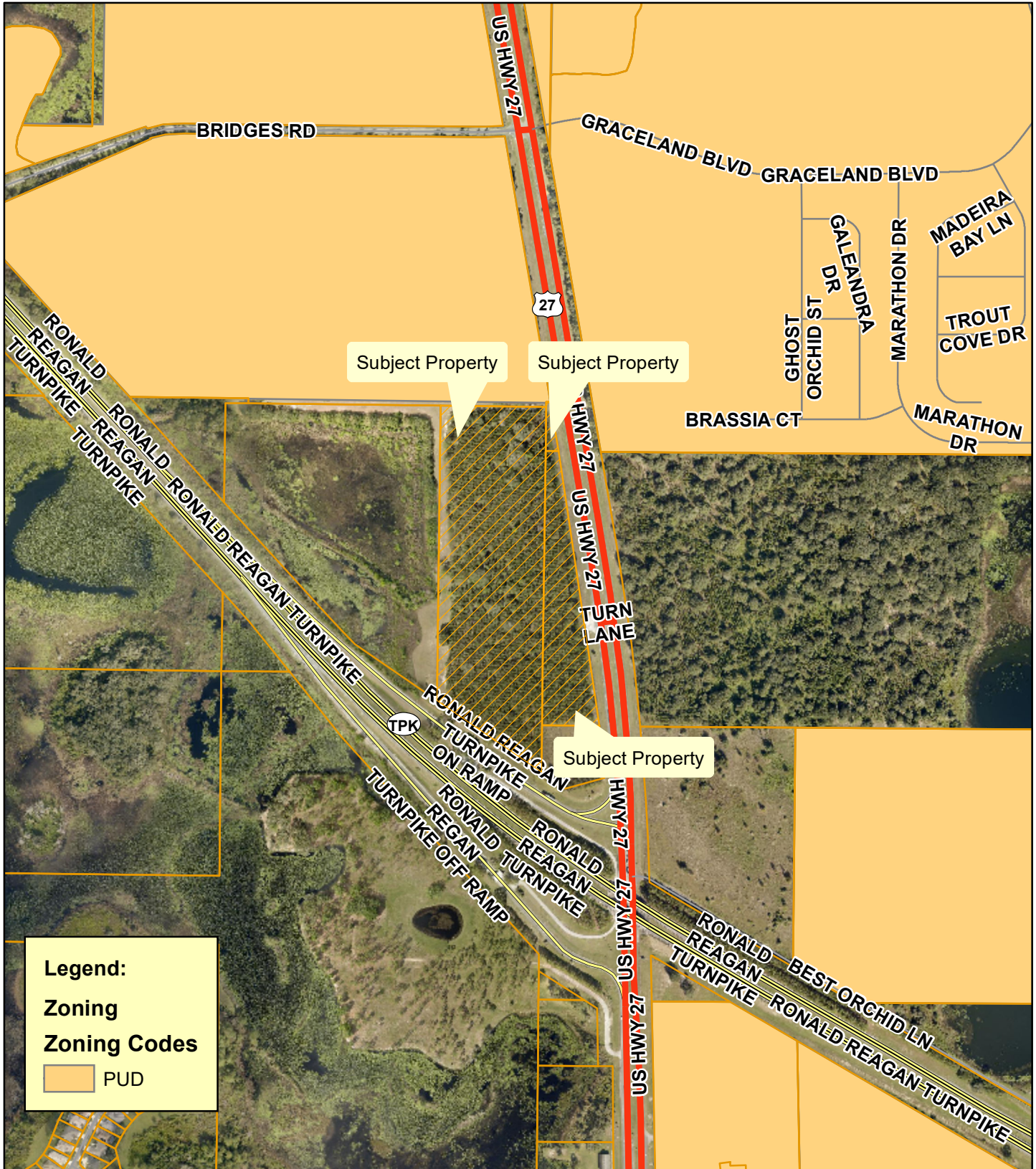
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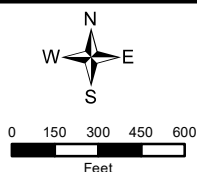
AK #: 1302307; Section 07 - Township 21 South - 25 East

July 21, 2025

City of Leesburg Zoning



**Planning
& Zoning
Division**



Dilly Lake Multifamily and Convenience Store
US Hwy 27 and Florida's Turnpike N

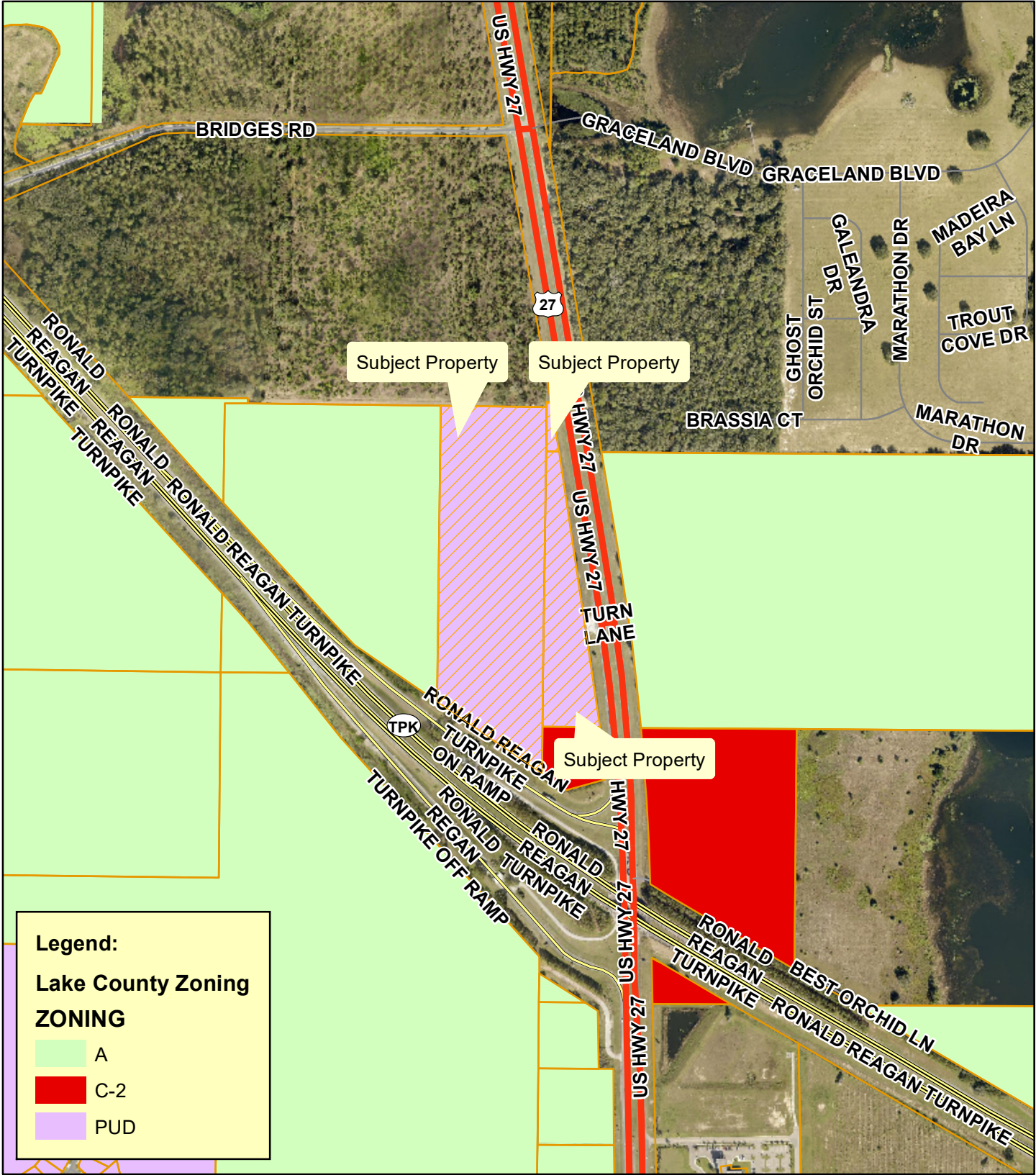
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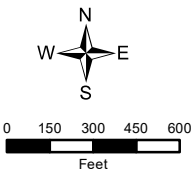
AK #: 1302307; Section 07 - Township 21 South - 25 East

April 30, 2025

Lake County Zoning

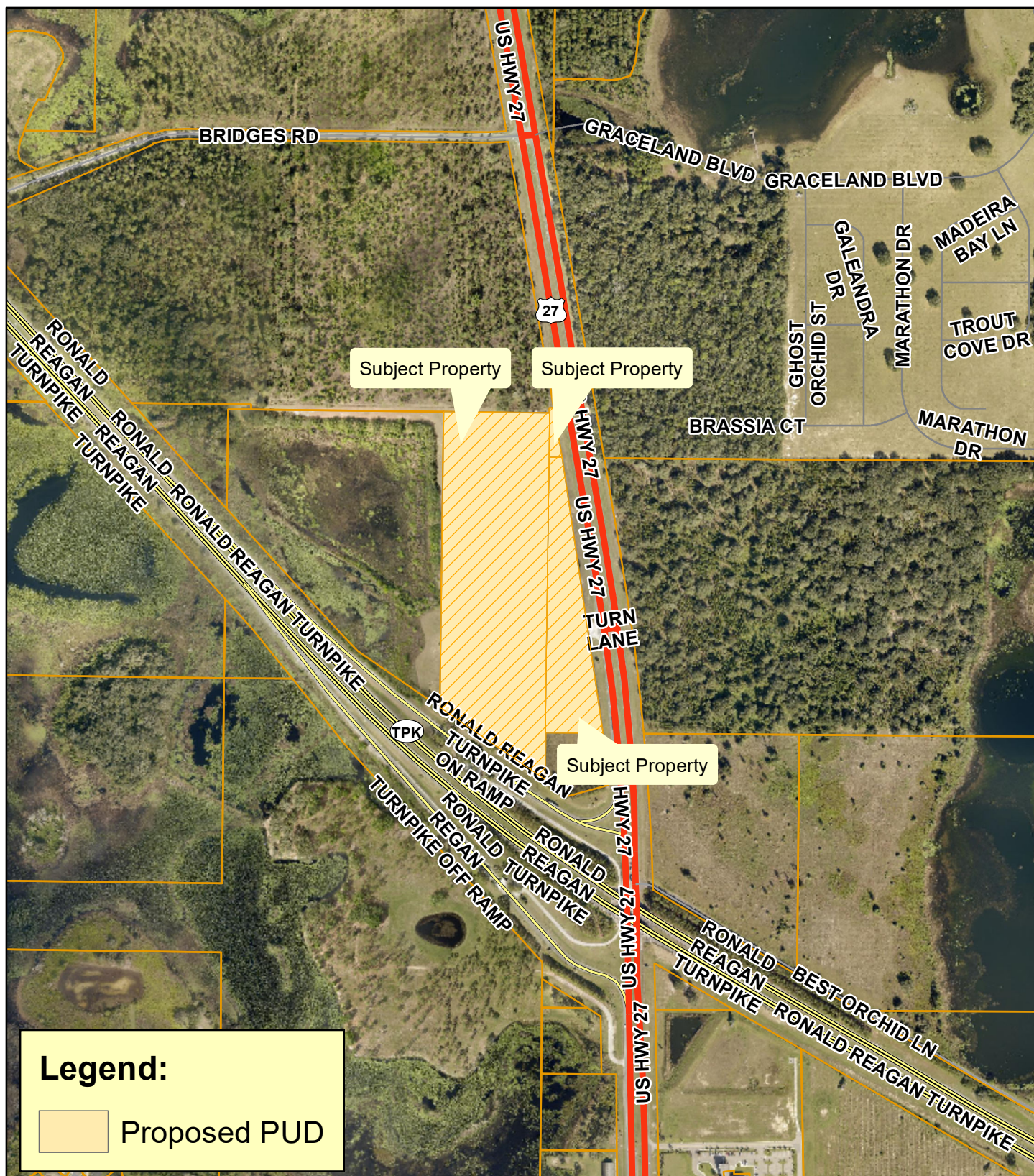


**Planning
& Zoning
Division**

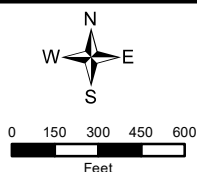


Dilly Lake Multifamily and Convenience Store
US Hwy 27 and Florida's Turnpike N
AK #: 1210313; Section 06 - Township 21 South - 25 East
AK #: 1383561; Section 12 - Township 21 South - 24 East
AK #: 1302307; Section 07 - Township 21 South - 25 East
April 30, 2025

Proposed Zoning



Planning & Zoning Division



Dilly Lake Multifamily and Convenience Store

US Hwy 27 and Florida's Turnpike N

AK #: 1210313; Section 06 - Township 21 South - 25 East

AK #: 1383561; Section 12 - Township 21 South - 24 East

AK #: 1302307; Section 07 - Township 21 South - 25 East

April 30, 2025



Closeup of sign from US Highway 27 from Northern part of Subject Property



Looking North along US Highway 27 from Subject Property



Looking East across US Highway 27 from Subject Property



Looking South along US Highway 27 from Subject Property



Looking West onto Subject Property from US Highway 27



Closeup of sign from US Highway 27 from Southern Part of Subject Property



Looking North along US Highway 27 from Subject Property



Looking East across US Highway 27 from Subject Property



Looking South along US Highway 27 from Subject Property



Looking West onto Subject Property from US Highway 27

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.4.

Meeting Date: August 25, 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 90.28 +/- acres; and being generally located west of U.S. Highway 27 and south of the Florida Turnpike, lying in Section 12, Township 21 South, Range 14 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date. (Kalos ANNX)

Staff Recommendation:

The Planning and Zoning staff recommend approval of the proposed ordinance for annexation of 90.28 +/- acres.

Analysis:

The applicant has submitted a request for annexation of approximately 90.28 +/- acres, generally located west of U.S. Highway 27 and south of the Florida Turnpike, as shown on the attached General Location Map. At this time, the property is vacant. The current zoning is Lake County A (Agriculture); the proposed zoning is City PUD (Planned Unit Development). The reason for this request is for the developer to utilize City utilities and Codes. The proposal for the development is a mixed-use development.

The property is surrounded by Lake County A (Agriculture), C-2 (Community Commercial District), PUD (Planned Unit Development), and City SPUD (Small Planned Unit Development). Under the conditions of the PUD (Planned Unit Development) zoning case which is also on this agenda, no negative impacts are anticipated to adjacent properties.

Also, on this City Commission agenda is a Large-Scale Comprehensive Plan Amendment, which, along with the Planned Unit Development Application, had recommendations for approval from the Planning Commission at the public hearing held on June 19, 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 90.28 +/- ACRES; AND BEING GENERALLY LOCATED WEST OF U.S. HIGHWAY 27 AND SOUTH OF THE FLORIDA TURNPIKE, LYING IN SECTION 12, TOWNSHIP 21 SOUTH, RANGE 14 EAST, LAKE COUNTY, FLORIDA; PROVIDING THAT SAID PROPERTY SO ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY; PROVIDING THAT SUCH ANNEXED PROPERTY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL SUCH TERRITORY HAD BEEN A PART OF THE CITY OF LEESBURG AT THE TIME OF PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES; PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE PLACED IN CITY COMMISSION DISTRICT 3; AND PROVIDING AN EFFECTIVE DATE. (KALOS ANNX)

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

Section 1.

Based upon the petition of Jessie Claerbout (Kalos Services Florida), "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 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 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 3;

Section 3.

All ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed;

Section 4.

This ordinance shall become effective immediately upon approval at second reading.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 25th day of August 2025.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

LEGAL DESCRIPTION

THE NE 1/4 OF SE 1/4; THE S 1/4 OF SW 1/4 OF NE 1/4; THE SOUTH 810 FEET OF SE 1/4 OF NE 1/4; AND BEGINNING 510 FEET SOUTH AND 510 FEET WEST OF THE NORTHEAST CORNER OF SE 1/4 OF NE 1/4, RUN THENCE WEST TO THE WEST LINE OF SE 1/4 OF NE 1/4, THENCE NORTH TO THE NORTHWEST CORNER OF THE SE 1/4 OF NE 1/4, THENCE EAST TO THE SHORE LINE OF LAKE DILLY, BEGIN AGAIN AT THE POINT OF BEGINNING, RUN NORTH PARALLEL TO EAST LINE OF SE 1/4 OF NE 1/4 TO THE SHORE LINE OF LAKE DILLY, THENCE NORTHWESTERLY ALONG THE SHORE LINE OF SAID LAKE TO INTERSECT THE NORTH LINE OF THIS TRACT, ALL IN SEC. 12, TP. 21 S, R. 24 E, LESS THAT PART THEREOF CONVEYED TO THE FLORIDA STATE TURNPIKE AUTHORITY BY DEED DATED 30 APRIL 1963 AND RECORDED IN OFFICIAL RECORD BOOK 239, PAGE 995, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

TOGETHER WITH

THAT PART OF THE WEST 1/2 OF GOVERNMENT LOT 2, SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LYING WESTERLY OF U.S. HIGHWAY 27 AND SOUTHERLY OF FLORIDA'S TURNPIKE DESCRIBED AS FOLLOWS:

COMMENCE AT A 2 INCH IRON PIPE MARKING THE WEST QUARTER CORNER OF SAID SECTION 7, SAID POINT ALSO BEING THE POINT OF BEGINNING, AND THE SOUTHWEST CORNER OF GOVERNMENT LOT 2 OF SAID SECTION 7; THENCE NORTH 00°48'49" WEST ALONG THE WEST BOUNDARY OF SAID SECTION 7 AND GOVERNMENT LOT 2, A DISTANCE OF 137.77 FEET TO A POINT; THENCE SOUTH 59°10'02" EAST, A DISTANCE OF 260.04 FEET TO A POINT; THENCE SOUTH 88°50'31" WEST ALONG THE SOUTH BOUNDARY OF SAID GOVERNMENT LOT 2 AFOREMENTIONED, A DISTANCE OF 221.38 FEET TO THE POINT OF BEGINNING.

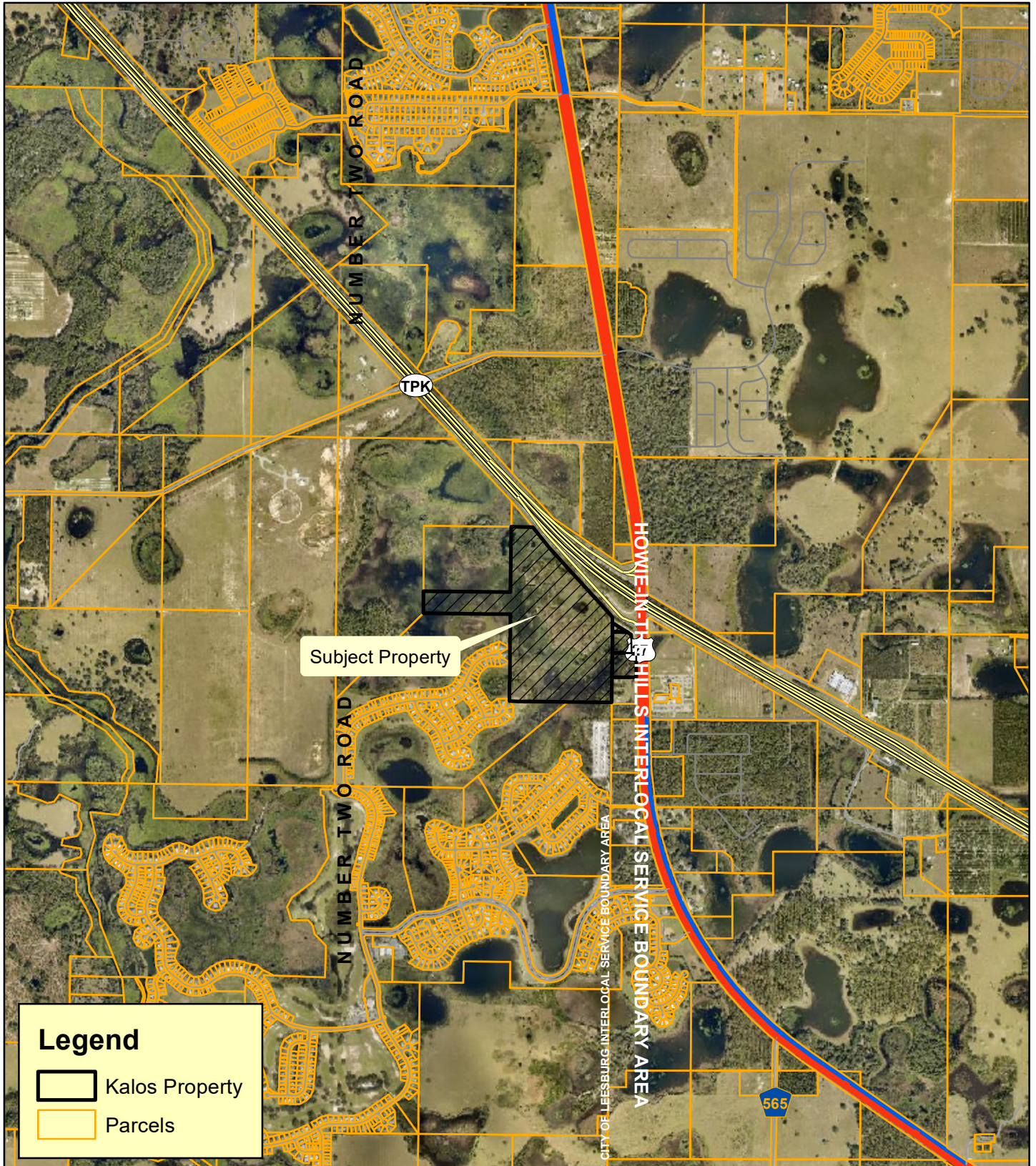
TOGETHER WITH

THE NORTH 319.03 FEET OF GOVERNMENT LOT 3 OF SECTION 7, TOWNSHIP 21 RANGE 25, LAKE COUNTY, FLORIDA, LYING WESTERLY OF STATE ROAD NUMBER 25 (U.S. HIGHWAY 27) LESS:

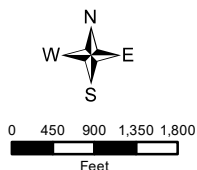
A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 638, PAGE 2270 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, MORE SPECIFICALLY A PORTION OF GOVERNMENT LOT 3 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST AND LYING SOUTHERLY OF THE FLORIDA'S TURNPIKE AND WESTERLY OF STATE ROAD 25 (U.S. 27); SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 2 INCH IRON PIPE MARKING THE WEST QUARTER CORNER OF SAID SECTION 7, SAID POINT ALSO BEING THE NORTHWEST CORNER OF GOVERNMENT LOT 3 OF SAID SECTION 7; THENCE NORTH $88^{\circ}50'31''$ EAST ALONG THE NORTH BOUNDARY OF SAID GOVERNMENT LOT 3, A DISTANCE OF 221.38 FEET TO THE POINT OF BEGINNING; CONTINUE THENCE NORTH $88^{\circ}50'31''$ EAST ALONG SAID NORTH BOUNDARY, A DISTANCE OF 132.13 FEET TO A POINT ON THE EXISTING WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 25 (U.S. 27); THENCE SOUTH $02^{\circ}35'55''$ EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 319.03 FEET TO A POINT; THENCE SOUTH $87^{\circ}24'05''$ WEST A DISTANCE OF 70.00 FEET TO A POINT; THENCE NORTH $02^{\circ}35'55''$ WEST ALONG A LINE WHICH IS PARALLEL TO SAID EXISTING WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 25 (U.S. 27), A DISTANCE OF 281.36 FEET TO A POINT; THENCE NORTH $59^{\circ}10'02''$ WEST, A DISTANCE OF 74.40 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID GOVERNMENT LOT 3 AFOREMENTIONED; SAID POINT ALSO BEING THE POINT OF BEGINNING.

Extended Aerial

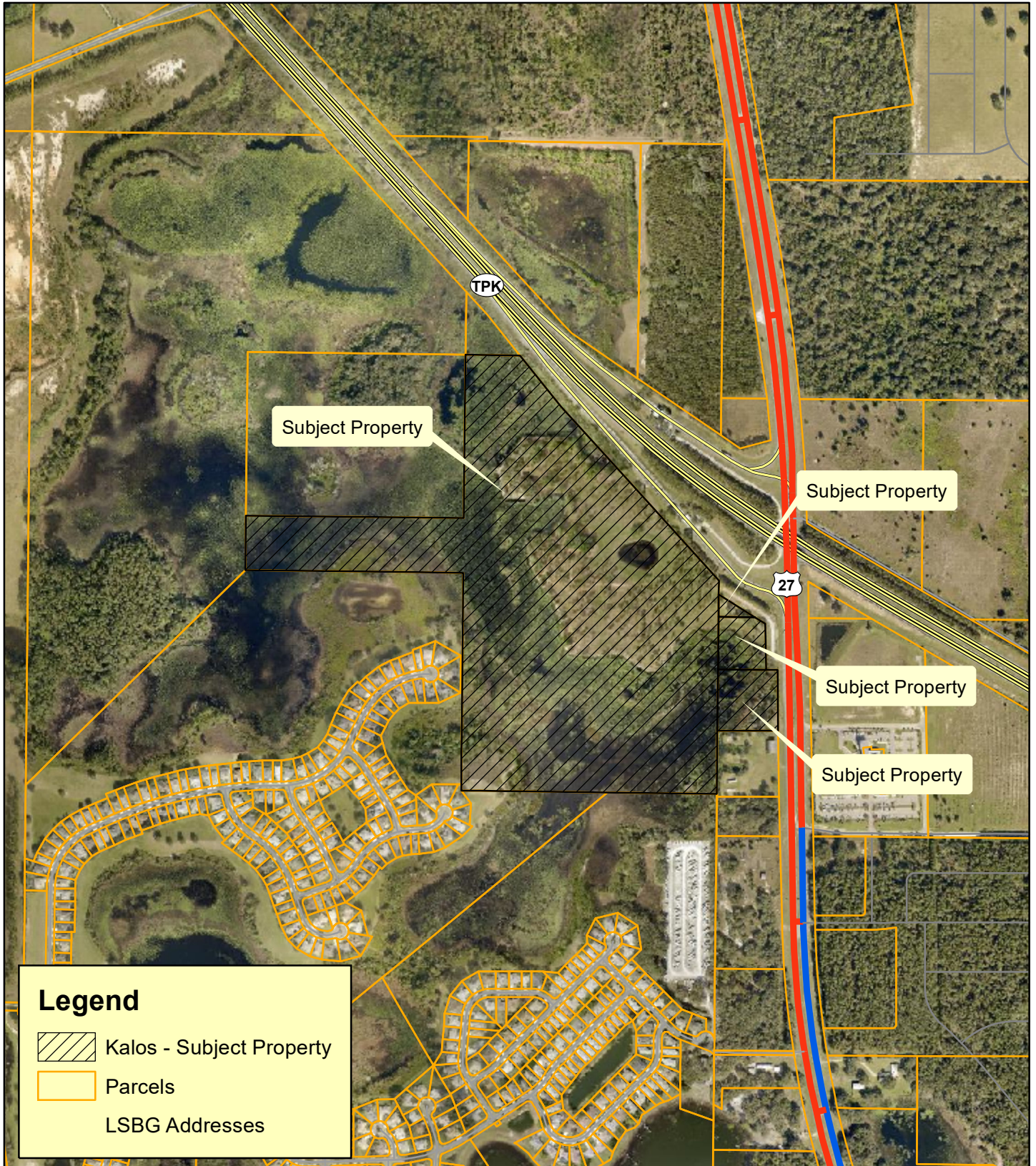


**Planning
& Zoning
Division**

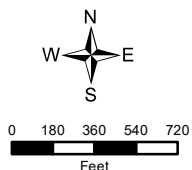


Kalos
ANNX-25-567; LSCP-25-568; PUD-25-569
AK#x: 1081955, 3878016, 3553918, 3471849 (90.28 Acres)
Section 12, Township 21 South, Range 14 East
May 20, 2025

Aerial



**Planning
& Zoning
Division**

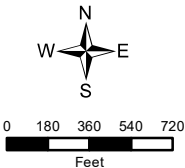


Kalos
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AK#: 1081955, 3878016, 3553918, 3471849 (90.28 Acres)
Section 12, Township 21 South, Range 14 East
May 20, 2025

City Boundary

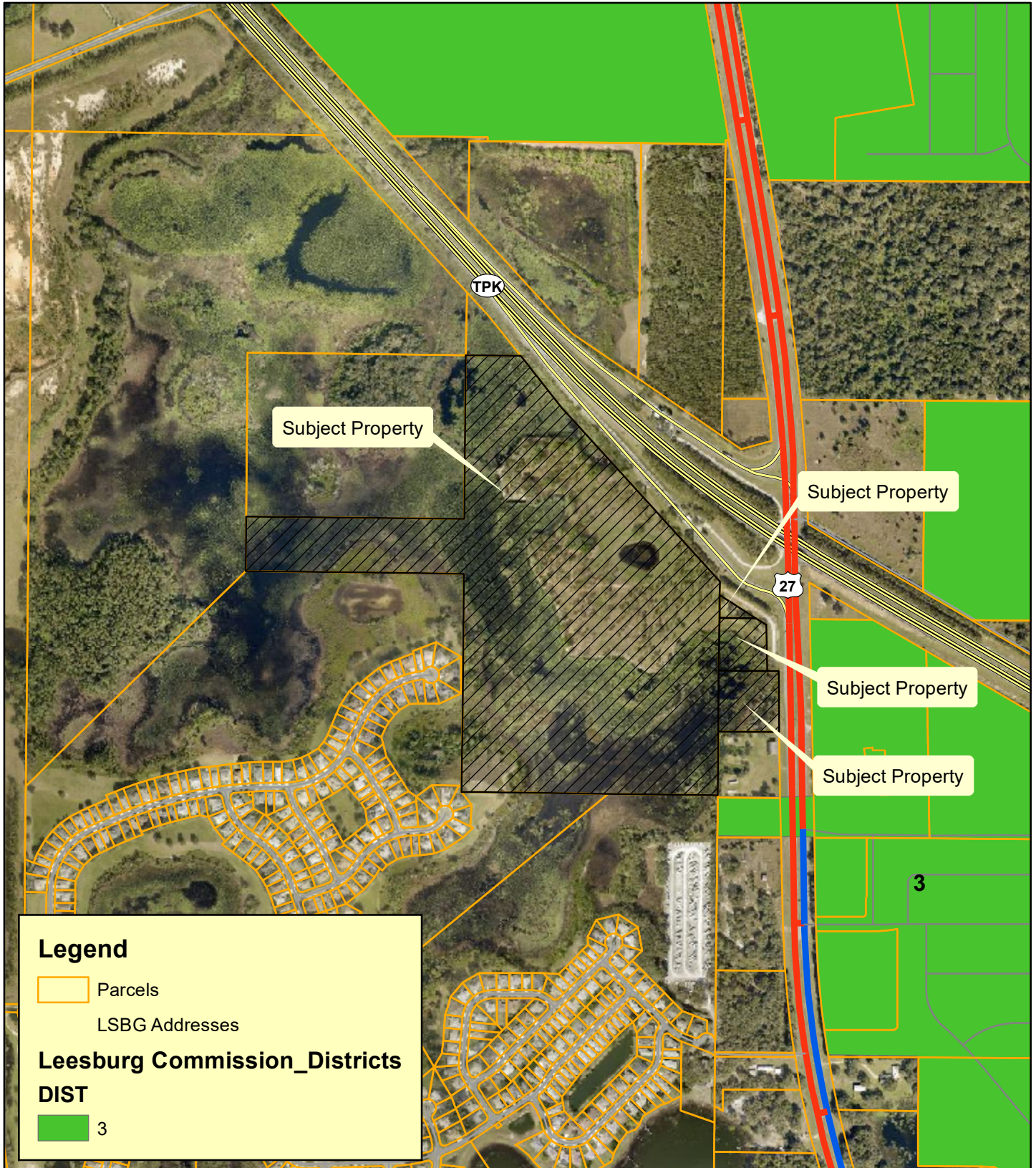


**Planning
& Zoning
Division**

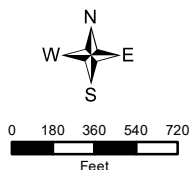


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AK#: 1081955, 3878016, 3553918, 3471849 (90.28 Acres)
Section 12, Township 21 South, Range 14 East
May 20, 2025

Commission District



**Planning
& Zoning
Division**

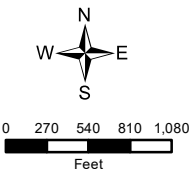


Kalos
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AK#: 1081955, 3878016, 3553918, 3471849 (90.28 Acres)
Section 12, Township 21 South, Range 14 East
May 20, 2025

Developments

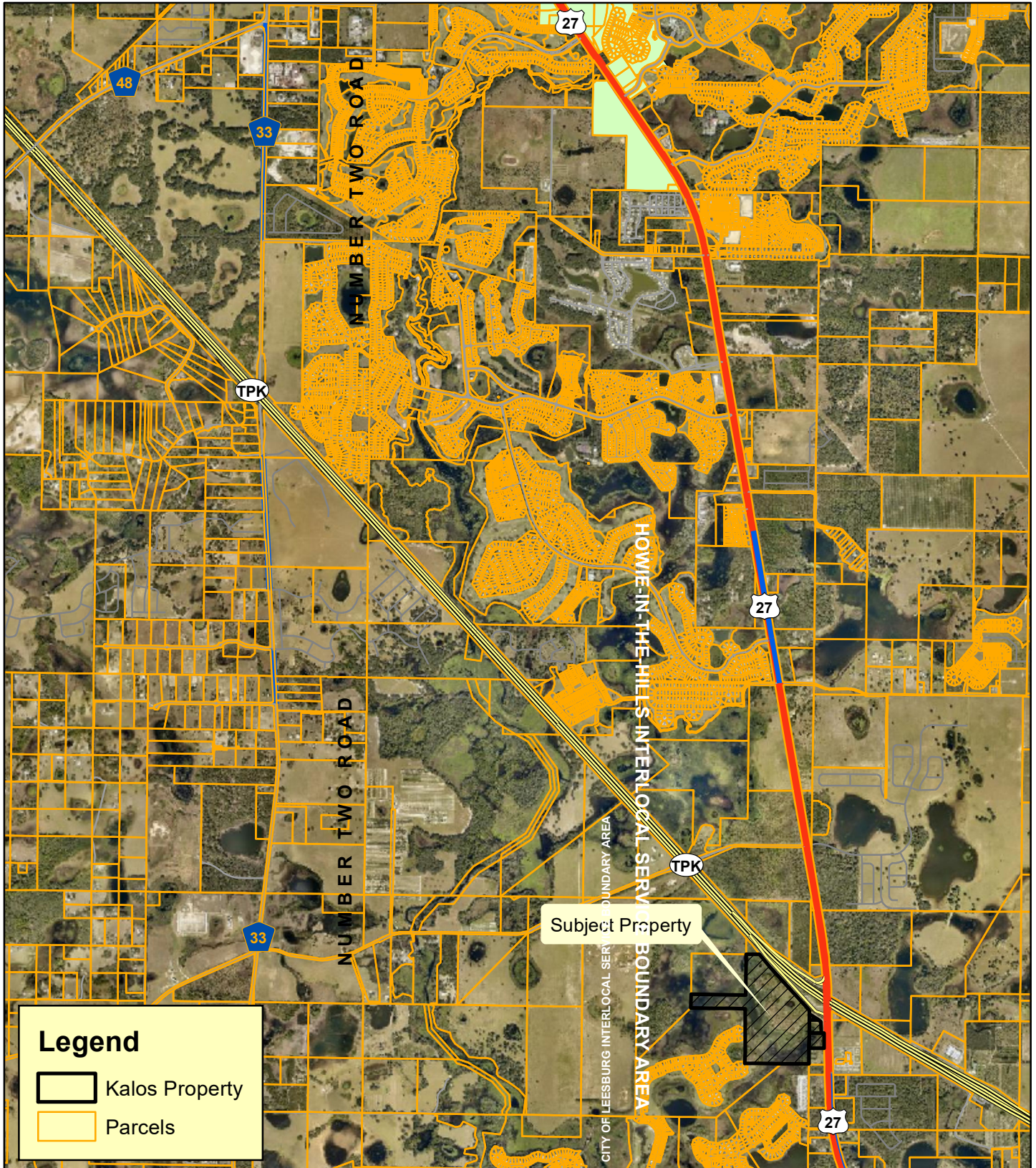


**Planning
& Zoning
Division**

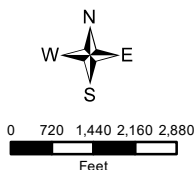


Kalos
ANNX-25-567; LSCP-25-568; PUD-25-569
AK#x: 1081955, 3878016, 3553918, 3471849 (90.28 Acres)
Section 12, Township 21 South, Range 14 East
May 20, 2025

Community Redevelopment Area



Planning
& Zoning
Division



Kalos
ANNX-25-567; LSCP-25-568; PUD-25-569
AK#: 1081955, 3878016, 3553918, 3471849 (90.28 Acres)
Section 12, Township 21 South, Range 14 East
May 20, 2025

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.5.

Meeting Date: August 25, 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 90.28 +/- acres; and being generally located west of U.S. Highway 27 and south of Florida Turnpike, lying in Section 12, Township 21 South, Range 14 East, Lake County, Florida; and providing an effective date. (Kalos LSCP)

Staff Recommendation:

The Planning & Zoning Staff recommend approval of the proposed large-scale comp plan amendment of the City's Future Land Use Map on 90.28 +/- acres from Lake County Regional Office to City of Leesburg General Commercial.

Analysis:

The project site is approximately 90.28 acres. The property is generally located west of U.S. Highway 27 and south of the Florida Turnpike. Currently, the property is vacant. The proposed use is for a mixed-use development. The surrounding Future Land Use Map designations of Lake County Rural, Regional Office, Urban Low Density, and City General Commercial are compatible with the proposed future land use designation of City General Commercial. 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 June 19, 2025, and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the requested large-scale comprehensive plan amendment from Lake County Regional Office 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 90.28 +/- ACRES; AND BEING GENERALLY LOCATED WEST OF U.S. HIGHWAY 27 AND SOUTH OF FLORIDA TURNPIKE, LYING IN SECTION 12, TOWNSHIP 21 SOUTH, RANGE 14 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (KALOS LSCP)

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 90.28 +/- acres of land generally west of U.S. Highway 27 and south of Florida Turnpike from Lake County Regional Office to City of Leesburg General Commercial, as shown on the revised map of said area, lying in Section 12, Township 21 South, Range 14 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 with any of the provisions of this ordinance are hereby repealed;

Section 4.

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

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 25th day of August 2025.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

LEGAL DESCRIPTION

THE NE 1/4 OF SE 1/4; THE S 1/4 OF SW 1/4 OF NE 1/4; THE SOUTH 810 FEET OF SE 1/4 OF NE 1/4; AND BEGINNING 510 FEET SOUTH AND 510 FEET WEST OF THE NORTHEAST CORNER OF SE 1/4 OF NE 1/4, RUN THENCE WEST TO THE WEST LINE OF SE 1/4 OF NE 1/4, THENCE NORTH TO THE NORTHWEST CORNER OF THE SE 1/4 OF NE 1/4, THENCE EAST TO THE SHORE LINE OF LAKE DILLY, BEGIN AGAIN AT THE POINT OF BEGINNING, RUN NORTH PARALLEL TO EAST LINE OF SE 1/4 OF NE 1/4 TO THE SHORE LINE OF LAKE DILLY, THENCE NORTHWESTERLY ALONG THE SHORE LINE OF SAID LAKE TO INTERSECT THE NORTH LINE OF THIS TRACT, ALL IN SEC. 12, TP. 21 S, R. 24 E, LESS THAT PART THEREOF CONVEYED TO THE FLORIDA STATE TURNPIKE AUTHORITY BY DEED DATED 30 APRIL 1963 AND RECORDED IN OFFICIAL RECORD BOOK 239, PAGE 995, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

TOGETHER WITH

THAT PART OF THE WEST 1/2 OF GOVERNMENT LOT 2, SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LYING WESTERLY OF U.S. HIGHWAY 27 AND SOUTHERLY OF FLORIDA'S TURNPIKE DESCRIBED AS FOLLOWS:

COMMENCE AT A 2 INCH IRON PIPE MARKING THE WEST QUARTER CORNER OF SAID SECTION 7, SAID POINT ALSO BEING THE POINT OF BEGINNING, AND THE SOUTHWEST CORNER OF GOVERNMENT LOT 2 OF SAID SECTION 7; THENCE NORTH 00°48'49" WEST ALONG THE WEST BOUNDARY OF SAID SECTION 7 AND GOVERNMENT LOT 2, A DISTANCE OF 137.77 FEET TO A POINT; THENCE SOUTH 59°10'02" EAST, A DISTANCE OF 260.04 FEET TO A POINT; THENCE SOUTH 88°50'31" WEST ALONG THE SOUTH BOUNDARY OF SAID GOVERNMENT LOT 2 AFOREMENTIONED, A DISTANCE OF 221.38 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

THE NORTH 319.03 FEET OF GOVERNMENT LOT 3 OF SECTION 7, TOWNSHIP 21 RANGE 25, LAKE COUNTY, FLORIDA, LYING WESTERLY OF STATE ROAD NUMBER 25 (U.S. HIGHWAY 27) LESS:

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 638, PAGE 2270 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, MORE SPECIFICALLY A PORTION OF GOVERNMENT LOT 3 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST AND LYING SOUTHERLY OF THE FLORIDA'S TURNPIKE AND WESTERLY OF STATE ROAD 25 (U.S. 27); SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 2 INCH IRON PIPE MARKING THE WEST QUARTER CORNER OF SAID SECTION 7, SAID POINT ALSO BEING THE NORTHWEST CORNER OF GOVERNMENT LOT 3 OF SAID SECTION 7; THENCE NORTH $88^{\circ}50'31''$ EAST ALONG THE NORTH BOUNDARY OF SAID GOVERNMENT LOT 3, A DISTANCE OF 221.38 FEET TO THE POINT OF BEGINNING; CONTINUE THENCE NORTH $88^{\circ}50'31''$ EAST ALONG SAID NORTH BOUNDARY, A DISTANCE OF 132.13 FEET TO A POINT ON THE EXISTING WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 25 (U.S. 27); THENCE SOUTH $02^{\circ}35'55''$ EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 319.03 FEET TO A POINT; THENCE SOUTH $87^{\circ}24'05''$ WEST A DISTANCE OF 70.00 FEET TO A POINT; THENCE NORTH $02^{\circ}35'55''$ WEST ALONG A LINE WHICH IS PARALLEL TO SAID EXISTING WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 25 (U.S. 27), A DISTANCE OF 281.36 FEET TO A POINT; THENCE NORTH $59^{\circ}10'02''$ WEST, A DISTANCE OF 74.40 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID GOVERNMENT LOT 3 AFOREMENTIONED; SAID POINT ALSO BEING THE POINT OF BEGINNING.



CITY OF LEESBURG PLANNING & ZONING DEPARTMENT RECOMMENDATIONS

DATE: June 19, 2025
OWNER: Jesse Claerbout
PETITIONER: Jesse Claerbout
PROJECT: Kalos
REQUEST: Large Scale Comprehensive Plan to Leesburg General Commercial
CASE NO.: LSCP-25-568

THE PLANNING & ZONING DEPARTMENT RECOMMENDS:

APPROVAL of the request **for the following reason(s):**

1. This project meets the requirements of Chapter 163.3184 Florida Statutes, for Large Scale Comprehensive Plan Amendments.
2. The proposed Large Scale Comprehensive Plan (LSCP) amendment is compatible with the adjacent future land use designations of Lake County Rural, Regional Office, Urban Low Density, and City 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 A (Agriculture), PUD (Planned Unit Development), C-2 (Community Commercial District), and City SPUD (Small 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 Rural Transition and Rural 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: May 27, 2025
OWNER: Jesse Claerbout
PETITIONER: Jesse Claerbout
PROJECT: Kalos
REQUEST: Large Scale Comprehensive Plan to Leesburg General Commercial and Rezoning to PUD (Planned Unit Development)
CASE NO.: LSCP-25-568, PUD-25-569

GENERAL LOCATION: West of US Highway 27 and South of Florida Turnpike

FUTURE LAND USE DESIGNATION: Lake County Regional Office

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Lake County Rural, Regional Office, Urban Low Density
South – Lake County Urban Low Density, Regional Office, City General Commercial
East – Lake County Urban Low Density, Regional Office, City General Commercial
West – Lake County Urban Low Density, Rural

FROM: LAKE COUNTY FLU DESIGNATION	TO: CITY OF LEESBURG FLU DESIGNATION	NUMBER OF ACRES
Regional Office	General Commercial	90.28 +/-

PROPOSED FUTURE LAND USE DESIGNATION: City of Leesburg General Commercial

EXISTING ZONING DESIGNATION: Lake County A (Agriculture)

SURROUNDING ZONING DESIGNATIONS:

North – Lake County A (Agriculture), C-2 (Community Commercial District), PUD (Planned Unit Development)
South – Lake County A (Agriculture), PUD (Planned Unit Development), City SPUD (Small Planned Unit Development)
East – Lake County A (Agriculture), C-2 (Community Commercial District), PUD (Planned Unit Development), City PUD (Planned Unit Development)
West – Lake County A (Agriculture), PUD (Planned Unit Development)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

EXISTING LAND USE: Vacant

SURROUNDING LAND USE:

North – Pasture, Vacant Gov't State, Vacant Commercial
South – Residential
East – Vacant Commercial, Hospital, Residential
West – Pasture, Non-Agricultural Acreage, Residential

PROPOSED LAND USE: Mixed-Use Development

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

DATE: May 27, 2025
OWNER: Jesse Claerbout
PETITIONER: Jesse Claerbout
PROJECT: Kalos
REQUEST: Large Scale Comprehensive Plan to Leesburg General Commercial and Rezoning to PUD (Planned Unit Development)
CASE NO.: LSCP-25-568, PUD-25-569

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 06/13/2025

FIRE

In reference to Case Number LSCP-25-568, PUD-25-569

NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2020 Edition. The subject property referenced in Case Number LSCP-25-568, PUD-25-569 is outside the recommended four-minute response time for initial responding fire apparatus.

4.1 Fire Department Organizational Statement.

4.1.2.1

The fire department shall establish the following performance objectives for the first-due response zones that are identified by the AHJ:

- (1) Alarm handling time completion in accordance with 4.1.2.3
- (2) 80 seconds turnout time for fire and special operations response and 60 seconds turnout time for EMS response
- (3)* 240 seconds or less travel time for the arrival of the first engine company at a fire suppression incident
- (4) 360 seconds or less travel time for the arrival of the second company with a minimum staffing of 4 personnel at a fire suppression incident
- (5) For other than high-rise, 480 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (6) For high-rise, 610 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (7) 240 seconds or less travel time for the arrival of a unit with first responder with automatic external defibrillator (AED) or higher-level capability at an emergency medical incident
- (8) 480 seconds or less travel time for the arrival of an advanced life support (ALS) unit at an emergency medical incident, where this service is provided by the fire department provided a first responder with an AED or basic life support (BLS) unit arrived in 240 seconds or less travel time

Amanda Stevenson 06/13/2025

ELECTRIC

“This area is outside of Leesburg Electric Service Territory. We have no objections.” – Steve Davis
5/28/2025

GAS

“No objections, Gas is available in the area.” – Wayne Williams 5/29/2025

GIS

No comments received as of 06/13/2025

BUILDING

No comments received as of 06/13/2025

PUBLIC WORKS

No comments received as of 06/13/2025

ADDRESSING

No comments received as of 06/13/2025

ECONOMIC DEVELOPMENT

No comments received as of 06/13/2025

LAKE COUNTY PUBLIC WORKS

No comments received as of 06/13/2025

LAKE COUNTY SCHOOLS

“The school district does not have comments on the proposed commercial PUD.” – Helen C. Lavalley
5/29/2025

PUBLIC RESPONSES

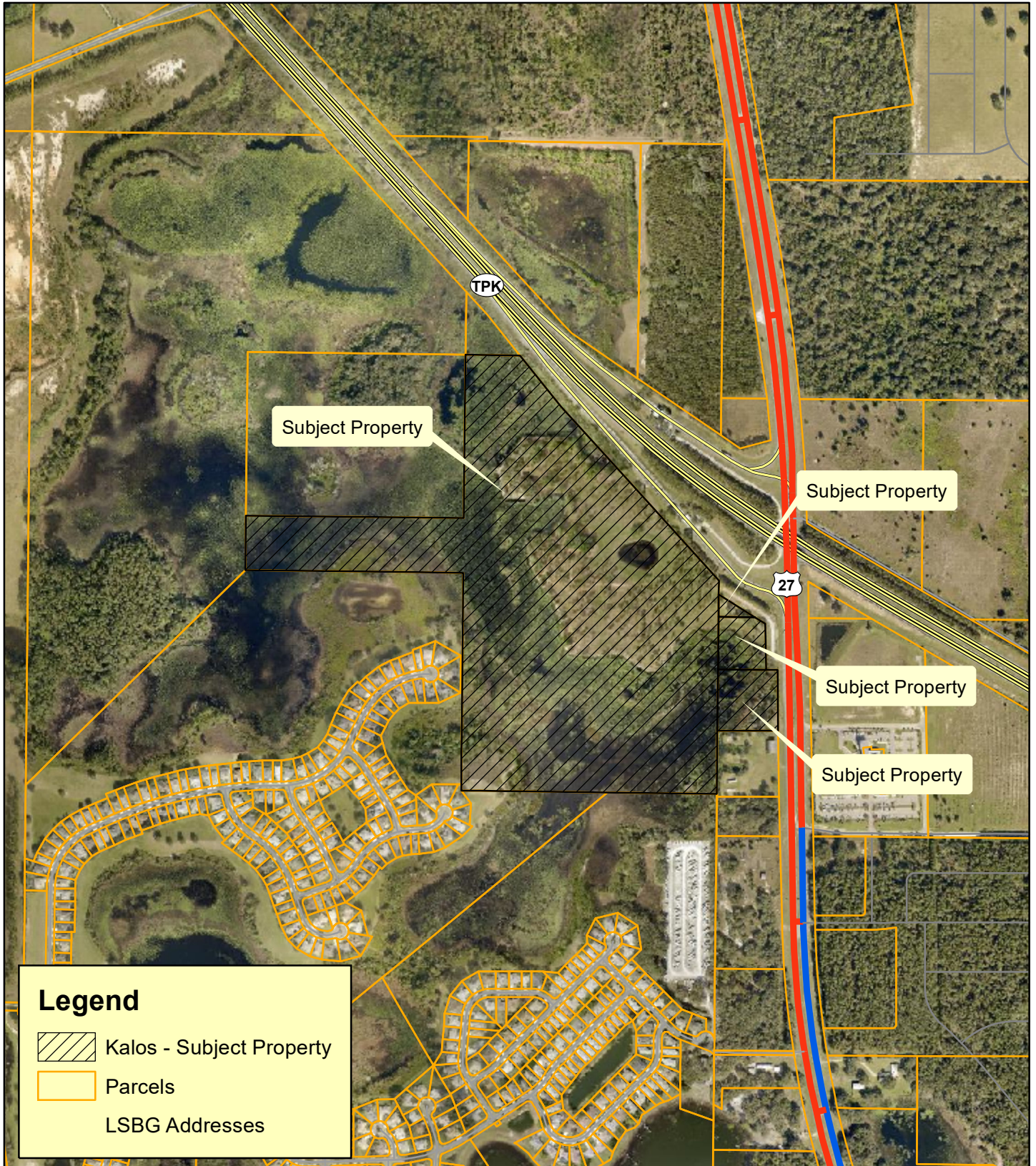
Approval

No comments received as of 06/13/2025

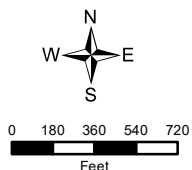
Disapproval

No comments received as of 06/13/2025

Aerial

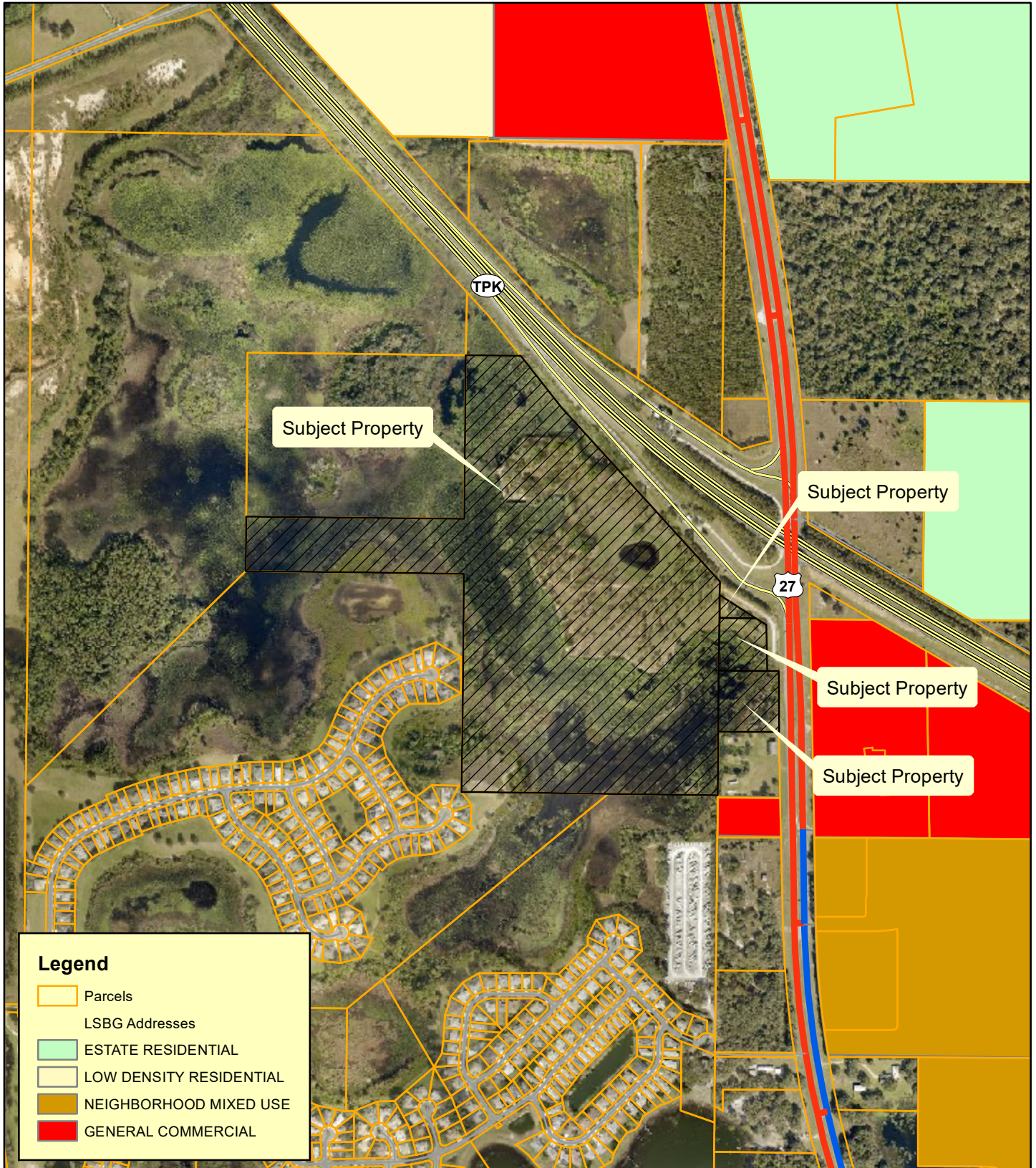


**Planning
& Zoning
Division**

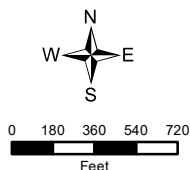


Kalos
ANNX-25-567; LSCP-25-568; PUD-25-569
AK#: 1081955, 3878016, 3553918, 3471849 (90.28 Acres)
Section 12, Township 21 South, Range 14 East
May 20, 2025

Future Land Use

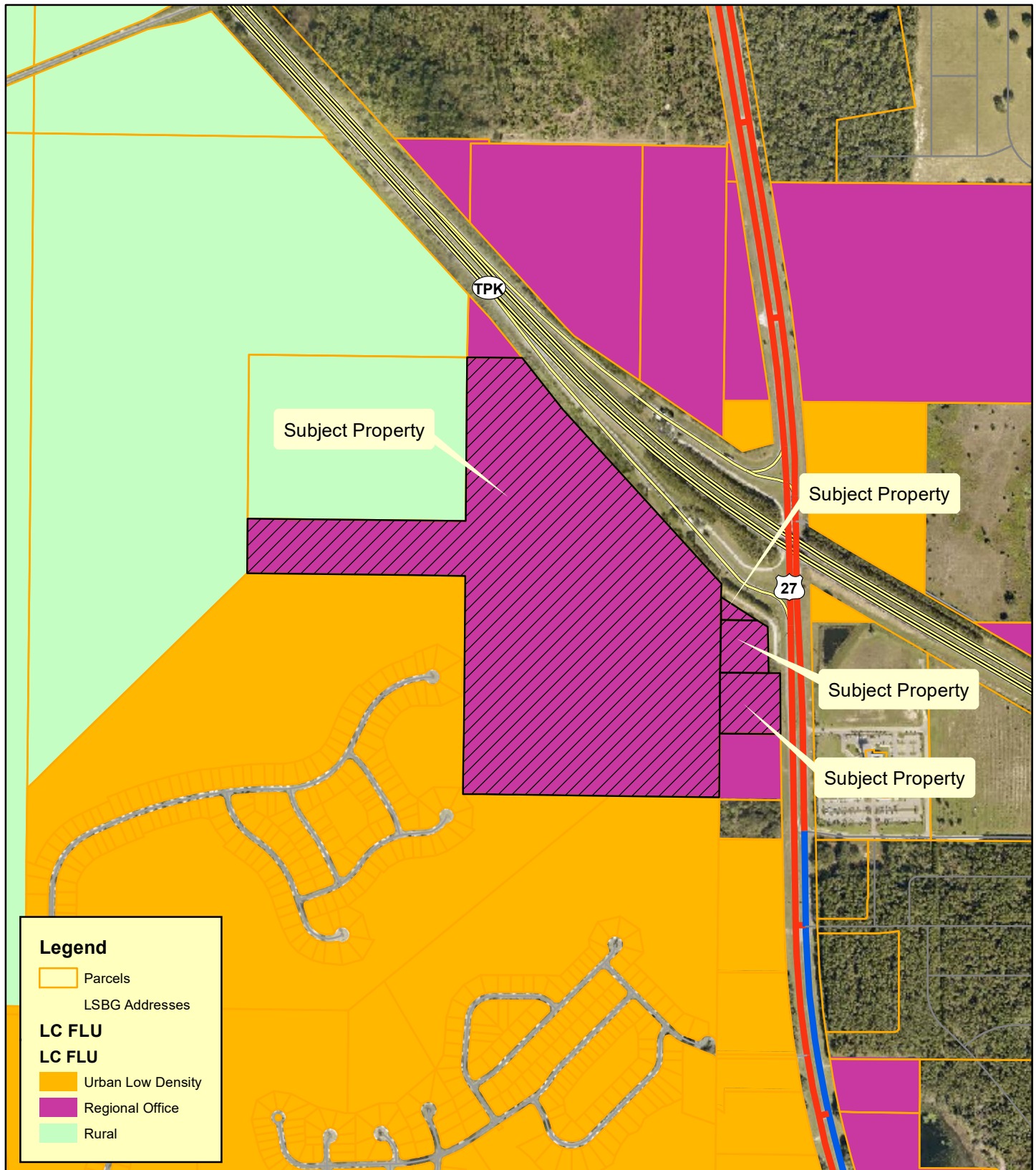


**Planning
& Zoning
Division**

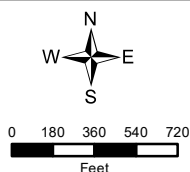


Kalos
 ANN-25-567; LSCP-25-568; PUD-25-569
 AK#: 1081955, 3878016, 3553918, 3471849 (90.28 Acres)
 Section 12, Township 21 South, Range 14 East
 May 20, 2025

Lake County Future Land Use

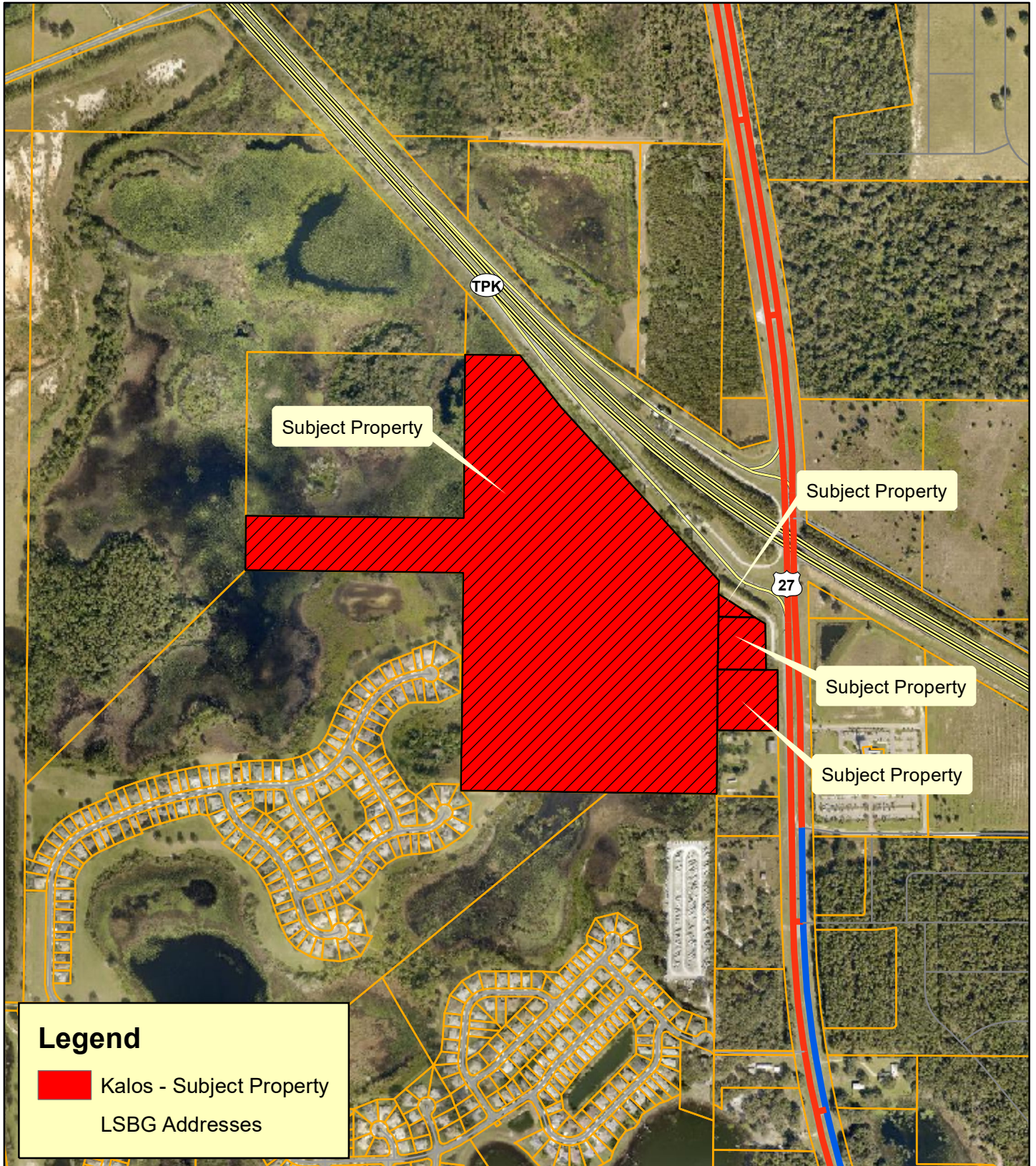


**Planning
& Zoning
Division**

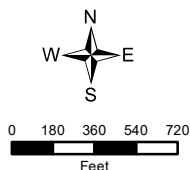


Kalos
 ANN-25-567; LSCP-25-568; PUD-25-569
 AK#: 1081955, 3878016, 3553918, 3471849 (90.28 Acres)
 Section 12, Township 21 South, Range 14 East
 May 20, 2025

Proposed Future Land Use



**Planning
& Zoning
Division**



Kalos
ANNX-25-567; LSCP-25-568; PUD-25-569
AK#: 1081955, 3878016, 3553918, 3471849 (90.28 Acres)
Section 12, Township 21 South, Range 14 East
May 20, 2025

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.6.

Meeting Date: August 25, 2025

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

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 90.28 +/- acres from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) to allow for a mixed-use development, for a property generally located west of U.S. Highway 27 and south of Florida Turnpike, lying in Section 12, Township 21 South, Range 14 East, Lake County, Florida; and providing an effective date. (Kalos PUD)

Staff Recommendation:

Planning and Zoning Staff recommend approval of the request to rezone the subject property from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) to allow for a mixed-use development.

Analysis:

The project site is approximately 90.28 +/- acres, and is generally located west of U.S. Highway 27 and south of the Florida Turnpike as shown on the attached maps. At this time, the property is vacant. The proposal will allow for a mixed-use development. The existing land uses surrounding the property are Pasture, Vacant Government State, Vacant Commercial, Residential, Hospital, Non-Agricultural Acreage. 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 June 19, 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 ON APPROXIMATELY 90.28 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW FOR A MIXED-USE DEVELOPMENT, FOR A PROPERTY GENERALLY LOCATED WEST OF U.S. HIGHWAY 27 AND SOUTH OF FLORIDA TURNPIKE, LYING IN SECTION 12, TOWNSHIP 21 SOUTH, RANGE 14 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (KALOS PUD)

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

Section 1.

Based upon the petition of Jessie Claerbout (Kalos Services Florida), "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) 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 25th day of August 2025.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

LEGAL DESCRIPTION

THE NE 1/4 OF SE 1/4; THE S 1/4 OF SW 1/4 OF NE 1/4; THE SOUTH 810 FEET OF SE 1/4 OF NE 1/4; AND BEGINNING 510 FEET SOUTH AND 510 FEET WEST OF THE NORTHEAST CORNER OF SE 1/4 OF NE 1/4, RUN THENCE WEST TO THE WEST LINE OF SE 1/4 OF NE 1/4, THENCE NORTH TO THE NORTHWEST CORNER OF THE SE 1/4 OF NE 1/4, THENCE EAST TO THE SHORE LINE OF LAKE DILLY, BEGIN AGAIN AT THE POINT OF BEGINNING, RUN NORTH PARALLEL TO EAST LINE OF SE 1/4 OF NE 1/4 TO THE SHORE LINE OF LAKE DILLY, THENCE NORTHWESTERLY ALONG THE SHORE LINE OF SAID LAKE TO INTERSECT THE NORTH LINE OF THIS TRACT, ALL IN SEC. 12, TP. 21 S, R. 24 E, LESS THAT PART THEREOF CONVEYED TO THE FLORIDA STATE TURNPIKE AUTHORITY BY DEED DATED 30 APRIL 1963 AND RECORDED IN OFFICIAL RECORD BOOK 239, PAGE 995, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

TOGETHER WITH

THAT PART OF THE WEST 1/2 OF GOVERNMENT LOT 2, SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LYING WESTERLY OF U.S. HIGHWAY 27 AND SOUTHERLY OF FLORIDA'S TURNPIKE DESCRIBED AS FOLLOWS:

COMMENCE AT A 2 INCH IRON PIPE MARKING THE WEST QUARTER CORNER OF SAID SECTION 7, SAID POINT ALSO BEING THE POINT OF BEGINNING, AND THE SOUTHWEST CORNER OF GOVERNMENT LOT 2 OF SAID SECTION 7; THENCE NORTH 00°48'49" WEST ALONG THE WEST BOUNDARY OF SAID SECTION 7 AND GOVERNMENT LOT 2, A DISTANCE OF 137.77 FEET TO A POINT; THENCE SOUTH 59°10'02" EAST, A DISTANCE OF 260.04 FEET TO A POINT; THENCE SOUTH 88°50'31" WEST ALONG THE SOUTH BOUNDARY OF SAID GOVERNMENT LOT 2 AFOREMENTIONED, A DISTANCE OF 221.38 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

THE NORTH 319.03 FEET OF GOVERNMENT LOT 3 OF SECTION 7, TOWNSHIP 21 RANGE 25, LAKE COUNTY, FLORIDA, LYING WESTERLY OF STATE ROAD NUMBER 25 (U.S. HIGHWAY 27) LESS:

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 638, PAGE 2270 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, MORE SPECIFICALLY A PORTION OF GOVERNMENT LOT 3 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST AND LYING SOUTHERLY OF THE FLORIDA'S TURNPIKE AND WESTERLY OF STATE ROAD 25 (U.S. 27); SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 2 INCH IRON PIPE MARKING THE WEST QUARTER CORNER OF SAID SECTION 7, SAID POINT ALSO BEING THE NORTHWEST CORNER OF GOVERNMENT LOT 3 OF SAID SECTION 7; THENCE NORTH 88°50'31" EAST ALONG THE NORTH BOUNDARY OF SAID GOVERNMENT LOT 3, A DISTANCE OF 221.38 FEET TO THE POINT OF BEGINNING; CONTINUE THENCE NORTH 88°50'31" EAST ALONG SAID NORTH BOUNDARY, A DISTANCE OF 132.13 FEET TO A POINT ON THE EXISTING WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 25 (U.S. 27); THENCE SOUTH 02°35'55" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 319.03 FEET TO A POINT; THENCE SOUTH 87°24'05" WEST A DISTANCE OF 70.00 FEET TO A POINT; THENCE NORTH 02°35'55" WEST ALONG A LINE WHICH IS PARALLEL TO SAID EXISTING WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 25 (U.S. 27), A DISTANCE OF 281.36 FEET TO A POINT; THENCE NORTH 59°10'02" WEST, A DISTANCE OF 74.40 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID GOVERNMENT LOT 3 AFOREMENTIONED; SAID POINT ALSO BEING THE POINT OF BEGINNING.

KALOS
PUD (PLANNED UNIT DEVELOPMENT AGREEMENT)
JUNE 19, 2025

This Planned Unit Development Agreement for a PUD (Planned Unit Development) zoning district is granted by the City of Leesburg Planning Commission, Lake County, Florida to **Kalos Services, c/o Jesse Claerbout, "Owner", 7275 County Road 736, Center Hill, FL 33514** 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 a future mixed-use development on approximately 90.28 +/- acres generally located west of US Highway 27 and south of Florida Turnpike, on a site within the City of Leesburg ISBA in accordance with their PUD application and supplemental information.

PURPOSE

The purpose of this document is to provide appropriate zoning standards for a high-quality built environment through the application of flexible and diversified land development requirements, which shall be implemented in conjunction with a master site development plan and the City of Leesburg Code of Ordinances, therefore allowing for more efficient and optimal use of the subject property, and to increase the overall economic opportunity and employment base of Leesburg, Florida.

CONDITIONS

The following conditions shall apply to the development proposed herein. If any instance where the conditions of this document may conflict with the City of Leesburg Code of Ordinances, this document shall prevail as the determining requirement.

1. **PERMISSION** is hereby granted to **Kalos Services, c/o Jesse Claerbout, "Owner", 7275 County Road 736, Center Hill, FL 33514** to construct, operate, and maintain a Planned Unit Development in and on real property in the City of Leesburg, in accordance with the requirements set forth herein. The property is more particularly described below.
2. **LEGAL DESCRIPTION**

See attached **Exhibit B, Legal Description**.

3. **LAND USE**

The above-described property, containing approximately 90.28 +/- acres, shall be used for a mixed-use development substantially consistent with the **Conceptual Plan, Exhibit C, and Example Facades, Exhibit D**, attached hereto, pursuant to City of Leesburg development codes and standards.

A. Permitted Uses

1. Warehouse
2. Office Building
3. Educational Building (vocational, trade, business school)
4. Multi-family residential
5. Medical & veterinary
6. Indoor/outdoor sports academy
7. Vehicle services
8. House of worship

B. Other Related Uses

Other uses, related to the primary use, may be included by written determination of the Planning & Zoning Director. Such uses shall be consistent with the intent and purpose of the zoning requirements set forth in this PUD Agreement, and shall meet the parking standards as required herein. Parking availability and daily trips generated may limit the permitted uses.

C. Prohibited Uses

All uses not specifically permitted by Sections 3.A. are considered prohibited.

4. **DEVELOPMENT STANDARDS**

A. Lot development standards shall be those of the C-3 (Highway Commercial) zoning district, except as amended by these conditions, and may limit the permitted uses based on site plan requirements.

B. Building Setbacks (as measured from the property lines)

1. Front: 50-feet
2. Side: 20-feet
3. Rear: 50-feet
4. Perimeter property boundary: See Section 10, Open Space, Landscaping & Buffer Requirements
5. Accessory structures shall have a minimum rear and side setback of ten (10) feet, and shall not occupy more than 15% of the required rear yard.

C. Open Space

1. A minimum of thirty-five (35) percent of the site shall be developed as open space, including retention areas, buffer and landscaped areas. Parking areas and vehicle access areas shall not be considered in calculating open space.

D. Height

1. Maximum building height shall not exceed three (3) stories with a maximum height of 35-feet except for additional height approved by staff for roof, elevators, a/c units etc., as approved through the Development Review process.

E. Maximum allowed Impervious Surface Ratio (ISR) of 65%.

F. All structure heights shall be measured from the first floor, finished floor elevation on the site.

- G. Easements:
 - 1. As part of the development process, easements shall be provided as required by the City of Leesburg and other utility providers, including but not limited to water, wastewater, natural gas, electric, fiber, cable, and communications, for installation and maintenance of utilities.
- H. Areas of property not occupied by structures, displays or paving shall be landscaped and maintained in accordance with City of Leesburg Code of Ordinances, as amended.

5. ACCESS AND CIRCULATION

- A. Site Access
 - 1. Access to the site shall be provided by a minimum of one (1) access point from US Highway 27, as shown on **Exhibit C, Conceptual Site Plan**, attached hereto. Final determination of the direction of traffic movement into and out of all permitted access points shall be determined through the traffic/transportation study review process as required by the City's site plan review process, including review by Lake County Public Works and/or Florida Department of Transportation, and the Development Review process.
- B. Internal Circulation
 - 1. All drives and access points shall be constructed so that the continuous vehicular and pedestrian access is available among and between the industrial buildings.
- C. Pedestrian Access
 - 1. Sidewalks shall be installed per City of Leesburg codes and specifications.
 - 2. All pedestrians crossing areas shall be visibly marked with appropriate pedestrian crossing signage and striping. Intersections shall have street pavers, striping or similar materials approved through the appropriate site and/or building permit process, to allow safe crossing points and pedestrian access to all structures.

6. PARKING

- A. General
 - 1. The permittee shall have off-street parking spaces within all areas of the property per an approved site plan pursuant to the City of Leesburg Code of Ordinances. All development shall include the required number of handicapped parking spaces.
 - 2. The location and design of the proposed parking areas will be reviewed during the site plan review process to provide for adequate parking, which may limit the permitted uses of the site.

7. ARCHITECTURAL STANDARDS

- A. Mechanical units and roof equipment should be screened from view with parapet or other screening method so that the equipment is not seen from the public-right-of way or residential property.

- B. With the exception of building height and setbacks, spatial requirements set forth herein for non-residential structures shall be deemed satisfied provided as-built measurements do not deviate from such requirement by more than five (5) percent.
- C. The Permittee shall utilize “Dark Sky” lighting principles when selecting lighting fixtures for all street lighting. Such lighting shall achieve the overall effect of containing and shielding excessive light pollution from adjacent properties. Appropriate designs are shown on as **Exhibit E**, attached hereto.
- D. Other similar design variations meeting the intent of this section may be approved by the Planning and Zoning Director or designee.
- E. The structure shall be subject to Section 25-360 City of Leesburg Code of Ordinances.

8. **SIGNAGE**

- A. Ground signs
 - 1. All ground signage for the property shall be monument style signs with design and architectural style consistent with the overall development, and consistent with the requirements of the sign regulations of the City of Leesburg.
- B. Alternative Designs.
 - 1. Alternative designs for the ground enclosure support and bases of a monument sign may be approved by the Planning and Zoning Director where the architectural style would be in keeping with the intent of these sign regulations.
- C. Landscaping for ground signs
 - 1. Landscaping around all monument signs shall comply with the standards and requirements of the sign regulations of the City of Leesburg Code of Ordinances, as amended.
- D. Wall signs
 - 1. All wall signage for the property shall be designed and constructed to comply with the standards and requirements of the sign regulations of the City of Leesburg Code of Ordinances, as amended.

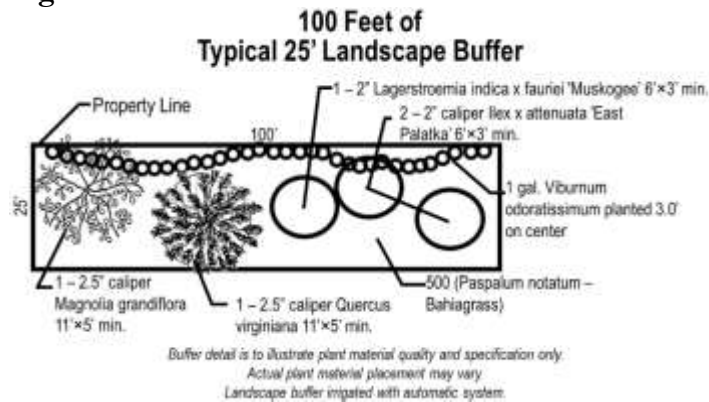
9. **OPEN SPACE, LANDSCAPING & BUFFER REQUIREMENTS**

- A. Open space may consist of buffers, wetlands, and retention areas.
- B. Required Perimeter Landscape Buffers:
 - 1. North – 25’
 - 2. South – 25’
 - 3. East – 25’
 - 4. West – 25’
- C. Landscape buffers are to consist of natural existing landscaping where possible.
- D. 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**), attached hereto, and City of Leesburg landscape code requirements.
- E. All other landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances, Section 25-336, *Landscaping requirements for industrial district*, 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



- H. Variations to the landscape and buffering requirements of the code may be approved by the Planning and Zoning Director or designee, to the extent that the overall intent of the PUD and the Landscaping Code are maintained, including consideration of existing fencing on adjacent properties and existing natural vegetative buffers.
- I. The surveying of trees on the property shall be conducted as follows:
1. All specimen, heritage and historic trees shall be surveyed. Staff will review the tree survey and such trees shall be saved where possible during the site plan review process. This may include amending the site plan to save specimen, heritage and historic trees.
 2. Site areas that are to preserve existing trees do not need to be included in the survey unless the trees are to be used in preservation/replacement requirements.
 3. The tree survey shall be completed by a licensed surveyor.

10. 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:

1. 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.
2. 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.
3. 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.

11. STORMWATER/DRAINAGE MANAGEMENT

- A. 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:
 1. A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.
 2. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.
 3. A responsible legal entity for the maintenance of the stormwater management system shall be provided prior to final site plan approval. A property owners or maintenance association is an acceptable entity.
 4. The existing 100-year flood plain on the property shall be shown on all plans and lots.
 5. 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.
 6. 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.
 7. 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.

- a. 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.
- b. 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.

12. **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 property owner'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.

13. TRANSPORTATION IMPROVEMENTS

- A. Traffic/Transportation Study
 - 1. Traffic/transportation studies shall be submitted for new developments/phases during the site plan review process, for review and determination of any access improvements as required by FDOT, Lake County, the Lake-Sumter MPO or the City of Leesburg. Any required improvements will be the responsibility of the Permittee.
- B. Approvals for Improvements
 - 1. All transportation improvements shall be contingent upon site plan approval by City of Leesburg staff during development review/permit application. Said approval shall also be contingent upon review and approval by the Lake-Sumter MPO, Lake County and the Florida Department of Transportation where required.
 - 2. Improvements required may include, but are not limited to, traffic signals, turn lanes, acceleration/deceleration lanes, etc.
- C. Roadway Improvements
 - 1. The Applicant shall provide all necessary roadway and intersection improvements within the development and its connection to US Highway 27.
 - 2. Any offsite improvements required by FDOT, Lake County, Lake-Sumter MPO and the City of Leesburg shall be based on a current traffic analysis, shall be the developer's responsibility and shall be reviewed by City staff during the site plan review process. Approval of all necessary permits and improvements as required by the City of Leesburg, the Lake-Sumter MPO, Lake County and FDOT shall include any needed right-of-way, signalization and improvements required to support the development.
- D. Internal Circulation
 - 1. Drives and accesses shall be constructed within the interior of the development such that continuous vehicular access is available among and between all structures within the development.

14. IRRIGATION & WATER USAGE

- A. All landscaped areas shall be irrigated and designed to meet Section 25-327, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.
- B. The use of St. Augustine grass, or other varieties of grass which require significant amounts of water are prohibited. The use of Bahia, Bermuda, Zoysia or other grasses which are more drought tolerant are permitted.

15. MAINTENANCE

- A. With the exception of any public utilities, maintenance of all site improvements, including but not limited to roadways, drives, internal sidewalks, landscaping and drainage shall be the responsibility of the property owner. A property owner's association shall serve as an appropriate entity for all common properties within the development.

16. 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.

17. REVERSION

- A. 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.

18. MISCELLANEOUS CONDITIONS

- A. The uses of the proposed project shall only be those uses identified in the approved Planned Unit Development Agreement. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.
- B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.
- C. Construction and operation of the proposed use(s) shall at all times comply with the Planned Unit Development Agreement set forth herein, and with all City and other governmental agencies rules and regulations.
- D. The transfer of ownership or lease of any or all of the property described in these PUD Agreement of Approval shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.
- E. This PUD Agreement shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall

be binding upon the present owner and any successor, and shall be subject to each and every condition as set forth herein.

19. LEVELS OF SERVICE

A. Levels of Service

1. As submitted, the development resulting from the proposed zoning change may result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to water, wastewater, roads, drainage, and solid water. No final development order (site plan and building permits) shall be granted for proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.

B. Utilities

A. Projected Capacities

- a. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.

- C. If the development requires construction of new distribution or collection lines, or other infrastructure needed to develop the subdivision, the developer will be required to construct such facilities to provide service. The developer will bear the cost of design, permitting and construction. Any such facilities must be constructed in a fashion consistent with the City's master plans and to the City standards and specifications.

D. Commitment of Capacity

1. There are no previous commitments of any existing or planned excess capacity for this property.

E. Ability to Provide Services

1. At this time, the City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.
2. Future development within the City of Leesburg utility service areas may impact the provision of utility services.

EXHIBIT B**LEGAL DESCRIPTION**

THE NE 1/4 OF SE 1/4; THE S 1/4 OF SW 1/4 OF NE 1/4; THE SOUTH 810 FEET OF SE 1/4 OF NE 1/4; AND BEGINNING 510 FEET SOUTH AND 510 FEET WEST OF THE NORTHEAST CORNER OF SE 1/4 OF NE 1/4, RUN THENCE WEST TO THE WEST LINE OF SE 1/4 OF NE 1/4, THENCE NORTH TO THE NORTHWEST CORNER OF THE SE 1/4 OF NE 1/4, THENCE EAST TO THE SHORE LINE OF LAKE DILLY, BEGIN AGAIN AT THE POINT OF BEGINNING, RUN NORTH PARALLEL TO EAST LINE OF SE 1/4 OF NE 1/4 TO THE SHORE LINE OF LAKE DILLY, THENCE NORTHWESTERLY ALONG THE SHORE LINE OF SAID LAKE TO INTERSECT THE NORTH LINE OF THIS TRACT, ALL IN SEC. 12, TP. 21 S, R. 24 E, LESS THAT PART THEREOF CONVEYED TO THE FLORIDA STATE TURNPIKE AUTHORITY BY DEED DATED 30 APRIL 1963 AND RECORDED IN OFFICIAL RECORD BOOK 239, PAGE 995, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

TOGETHER WITH

THAT PART OF THE WEST 1/2 OF GOVERNMENT LOT 2, SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LYING WESTERLY OF U.S. HIGHWAY 27 AND SOUTHERLY OF FLORIDA'S TURNPIKE DESCRIBED AS FOLLOWS:

COMMENCE AT A 2 INCH IRON PIPE MARKING THE WEST QUARTER CORNER OF SAID SECTION 7, SAID POINT ALSO BEING THE POINT OF BEGINNING, AND THE SOUTHWEST CORNER OF GOVERNMENT LOT 2 OF SAID SECTION 7; THENCE NORTH 00°48'49" WEST ALONG THE WEST BOUNDARY OF SAID SECTION 7 AND GOVERNMENT LOT 2, A DISTANCE OF 137.77 FEET TO A POINT; THENCE SOUTH 59°10'02" EAST, A DISTANCE OF 260.04 FEET TO A POINT; THENCE SOUTH 88°50'31" WEST ALONG THE SOUTH BOUNDARY OF SAID GOVERNMENT LOT 2 AFOREMENTIONED, A DISTANCE OF 221.38 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

THE NORTH 319.03 FEET OF GOVERNMENT LOT 3 OF SECTION 7, TOWNSHIP 21 RANGE 25, LAKE COUNTY, FLORIDA, LYING WESTERLY OF STATE ROAD NUMBER 25 (U.S. HIGHWAY 27) LESS:

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 638, PAGE 2270 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, MORE SPECIFICALLY A PORTION OF GOVERNMENT LOT 3 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST AND LYING SOUTHERLY OF THE FLORIDA'S TURNPIKE AND WESTERLY OF STATE ROAD 25 (U.S. 27); SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 2 INCH IRON PIPE MARKING THE WEST QUARTER CORNER OF SAID SECTION 7, SAID POINT ALSO BEING THE NORTHWEST CORNER OF GOVERNMENT LOT 3 OF SAID SECTION 7; THENCE NORTH 88°50'31" EAST ALONG THE NORTH BOUNDARY OF SAID GOVERNMENT LOT 3, A DISTANCE OF 221.38 FEET TO THE POINT OF BEGINNING; CONTINUE THENCE NORTH 88°50'31" EAST ALONG SAID NORTH BOUNDARY, A DISTANCE OF 132.13 FEET TO A POINT ON THE EXISTING WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 25 (U.S. 27); THENCE SOUTH 02°35'55" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 319.03 FEET TO A POINT; THENCE SOUTH 87°24'05" WEST A DISTANCE OF 70.00 FEET TO A POINT; THENCE NORTH 02°35'55" WEST ALONG A LINE WHICH IS PARALLEL TO SAID EXISTING WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 25 (U.S. 27), A DISTANCE OF 281.36 FEET TO A POINT; THENCE NORTH 59°10'02" WEST, A DISTANCE OF 74.40 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID GOVERNMENT LOT 3 AFOREMENTIONED; SAID POINT ALSO BEING THE POINT OF BEGINNING.



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CONCEPTUAL SITE PLAN FOR:
KALOS SERVICES CAMPUS - PHASE 1
LEESBURG, FLORIDA



EXHIBIT D

EXAMPLE FACADES





FRONT ELEVATION



LEFT SIDE ELEVATION

GPKKA // GARY KALOS
ARCHITECTURAL ELEVATIONS 03/2019

ELEVATIONS FOR:
DESTINATION TRAINING CENTER
15,000 SF

KALOS
SERVICES



GPKKA // GARY KALOS
ARCHITECTURAL ELEVATIONS 03/2019

CONCEPT RENDERING FOR:
DESTINATION TRAINING CENTER
15,000 SF

KALOS
SERVICES



GERKA II DAVID CORREIA ARCHITECTURAL, LLC

CONCEPT ELEVATION FOR:
APARTMENTS (16 UNITS)

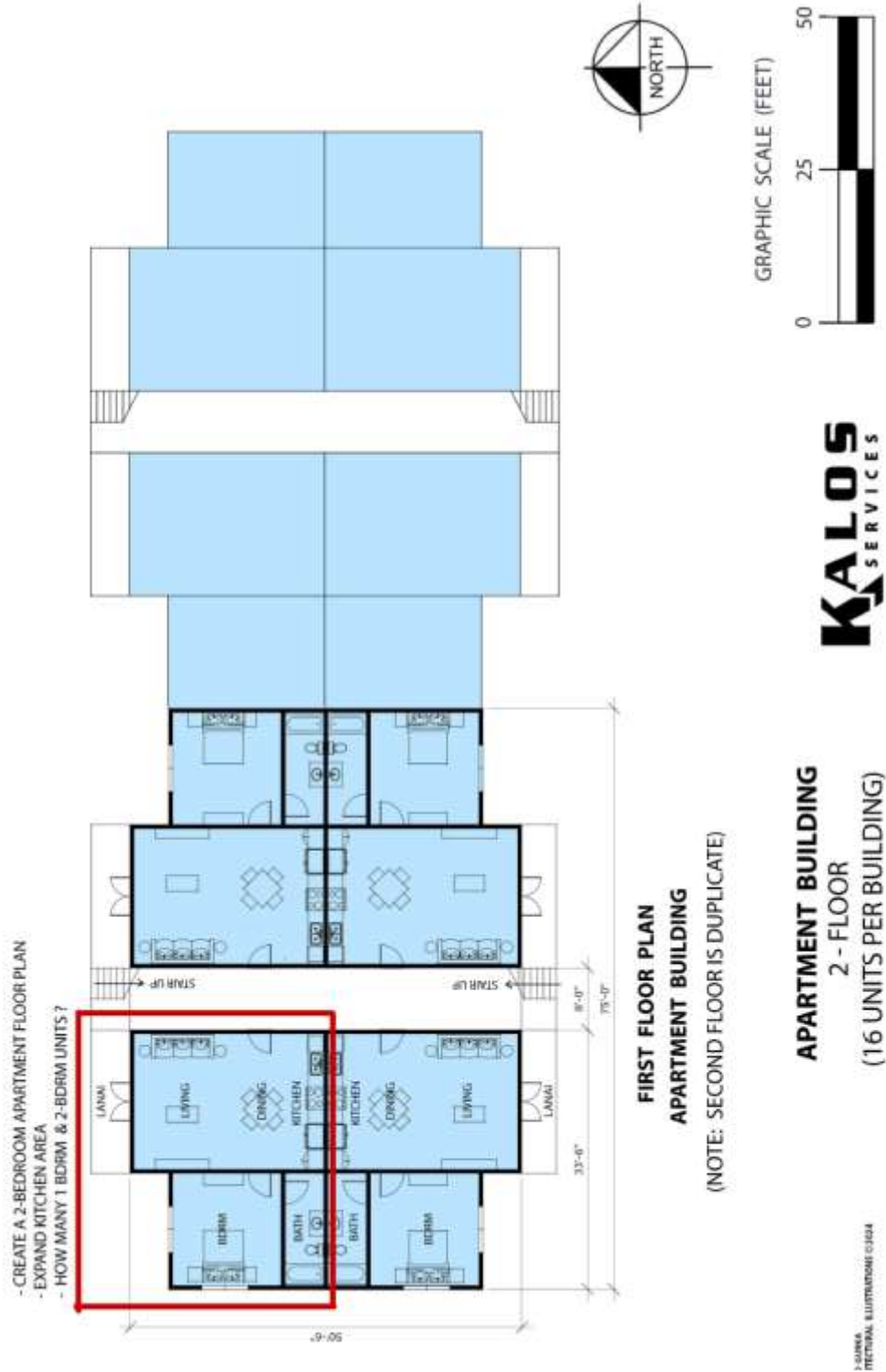
KALOS
SERVICES

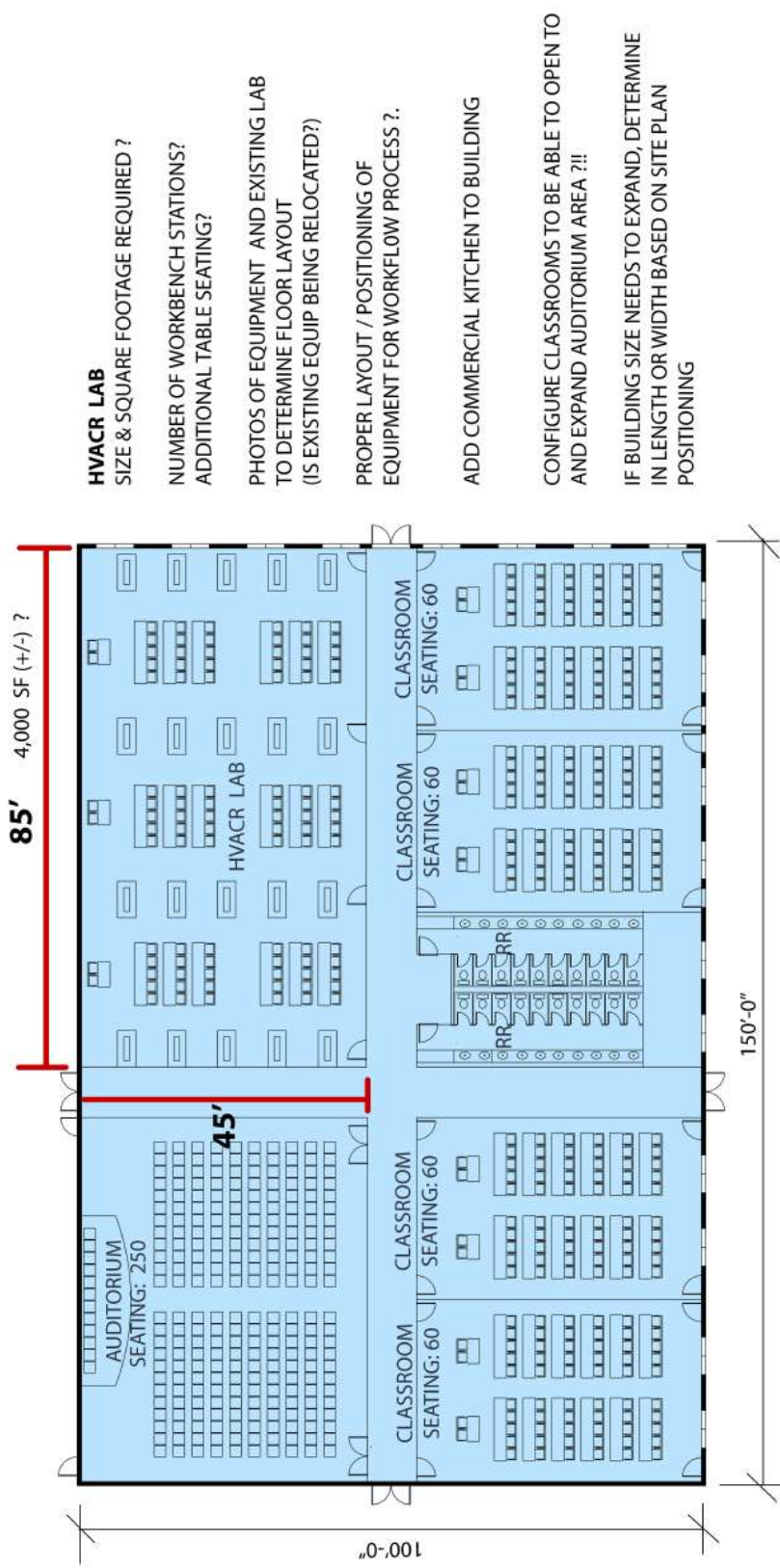


GERKA II DAVID CORREIA ARCHITECTURAL, LLC

CONCEPT RENDERING FOR:
APARTMENTS (16 UNITS)

KALOS
SERVICES



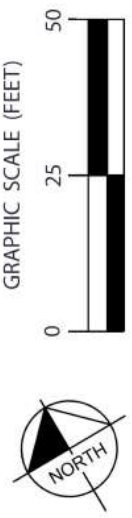


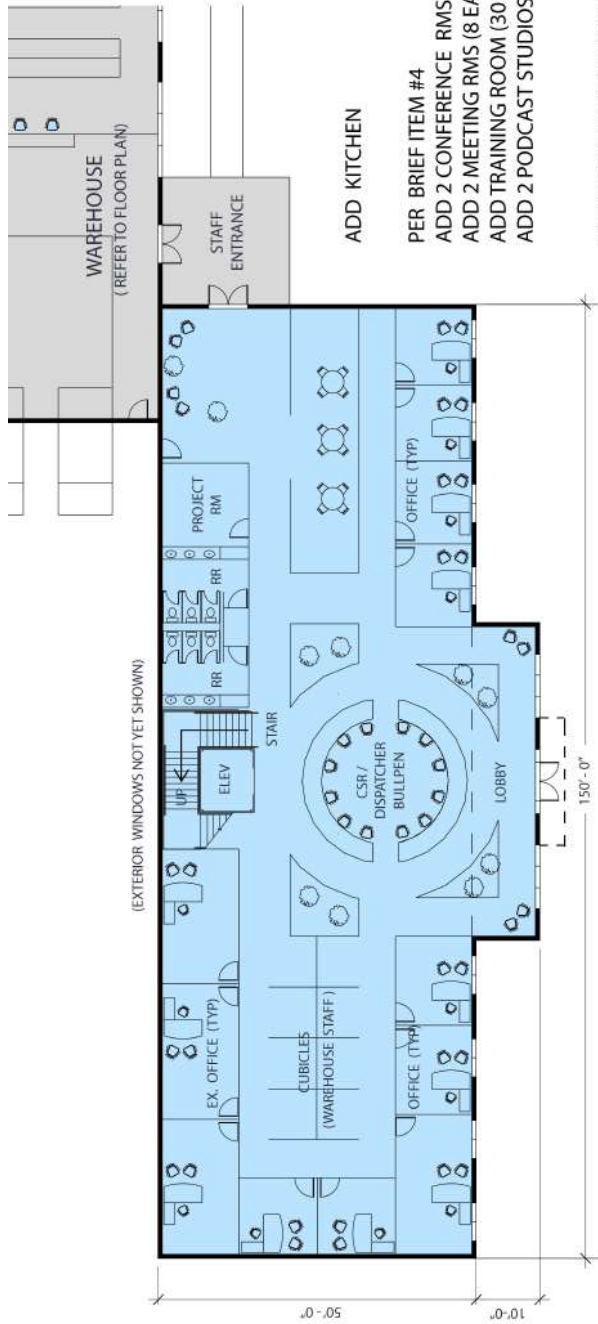
- HVACR LAB
SIZE & SQUARE FOOTAGE REQUIRED ?
- NUMBER OF WORKBENCH STATIONS?
ADDITIONAL TABLE SEATING?
- PHOTOS OF EQUIPMENT AND EXISTING LAB
TO DETERMINE FLOOR LAYOUT
(IS EXISTING EQUIP BEING RELOCATED?)
- PROPER LAYOUT / POSITIONING OF
EQUIPMENT FOR WORKFLOW / PROCESS ?.
- ADD COMMERCIAL KITCHEN TO BUILDING
- CONFIGURE CLASSROOMS TO BE ABLE TO OPEN TO
AND EXPAND AUDITORIUM AREA ?!!
- IF BUILDING SIZE NEEDS TO EXPAND, DETERMINE
IN LENGTH OR WIDTH BASED ON SITE PLAN
POSITIONING

**DESTINATION
TRAINING CENTER**
(15,000 TOTAL SF APP.)



GURKA // DAVID GURKA
ARCHITECTURAL ILLUSTRATIONS © 2024





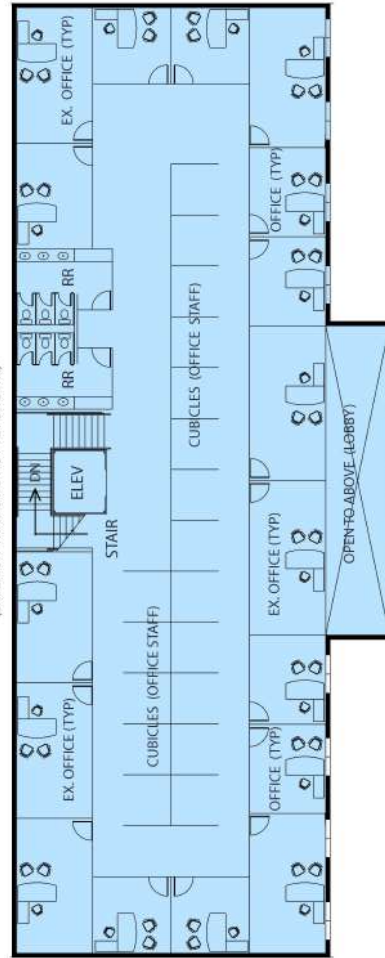
IF BUILDING SIZE NEEDS TO EXPAND, DETERMIN
WHETHER IN LENGTH OR WIDTH CONSIDERING
POSITION ON SITE PLAN.



KALOS
SERVICES

SECOND FLOOR PLAN
OFFICE BUILDING (16,000 TOTAL SF APP.)

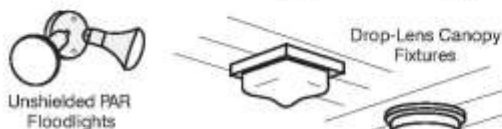
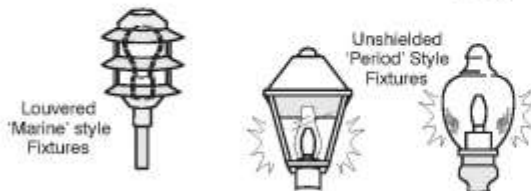
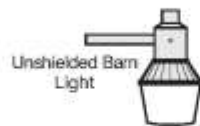
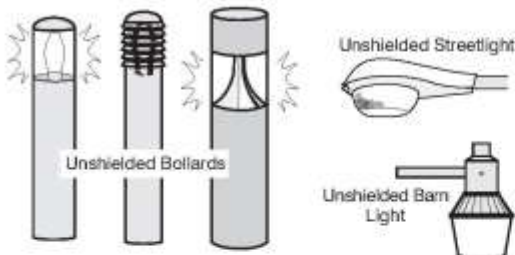
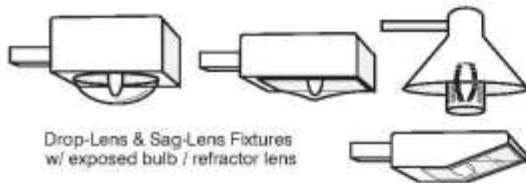
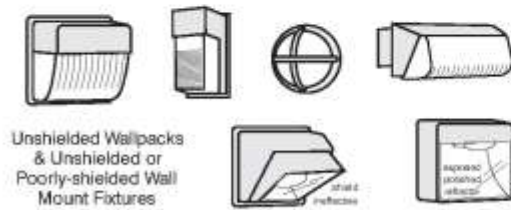
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Examples of Acceptable / Unacceptable Lighting Fixtures

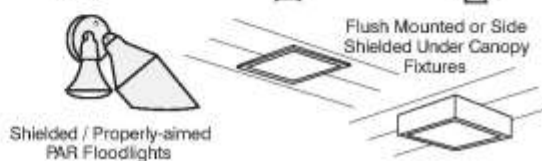
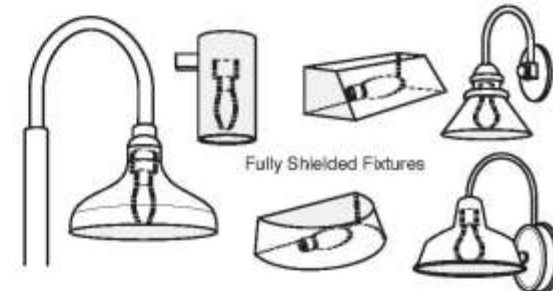
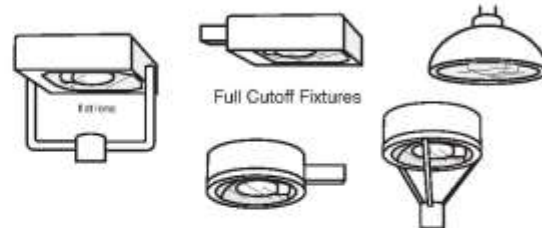
Unacceptable / Discouraged

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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CITY OF LEESBURG PLANNING & ZONING DEPARTMENT RECOMMENDATIONS

DATE: June 19, 2025
OWNER: Jesse Claerbout
PETITIONER: Jesse Claerbout
PROJECT: Kalos
REQUEST: Rezoning to PUD (Planned Unit Development)
CASE NO.: PUD-25-569

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 A (Agriculture), PUD (Planned Unit Development), C-2 (Community Commercial District), and City SPUD (Small Planned Unit Development).
2. The proposed Large Scale Comprehensive Plan (LSCP) amendment is compatible with the adjacent future land use designations of Lake County Rural, Regional Office, Urban Low Density, and City General Commercial.
3. The proposed request, as conditioned, does not appear to create a detriment to surrounding properties, based on the conditions, location and proximity to future compatible development.

Action Requested:

1. Vote to **approve** staff's recommendation to rezone the subject property from Lake County A (Agriculture) 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: May 27, 2025
OWNER: Jesse Claerbout
PETITIONER: Jesse Claerbout
PROJECT: Kalos
REQUEST: Large Scale Comprehensive Plan to Leesburg General Commercial and Rezoning to PUD (Planned Unit Development)
CASE NO.: LSCP-25-568, PUD-25-569

GENERAL LOCATION: West of US Highway 27 and South of Florida Turnpike

FUTURE LAND USE DESIGNATION: Lake County Regional Office

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Lake County Rural, Regional Office, Urban Low Density
South – Lake County Urban Low Density, Regional Office, City General Commercial
East – Lake County Urban Low Density, Regional Office, City General Commercial
West – Lake County Urban Low Density, Rural

FROM: LAKE COUNTY FLU DESIGNATION	TO: CITY OF LEESBURG FLU DESIGNATION	NUMBER OF ACRES
Regional Office	General Commercial	90.28 +/-

PROPOSED FUTURE LAND USE DESIGNATION: City of Leesburg General Commercial

EXISTING ZONING DESIGNATION: Lake County A (Agriculture)

SURROUNDING ZONING DESIGNATIONS:

North – Lake County A (Agriculture), C-2 (Community Commercial District), PUD (Planned Unit Development)
South – Lake County A (Agriculture), PUD (Planned Unit Development), City SPUD (Small Planned Unit Development)
East – Lake County A (Agriculture), C-2 (Community Commercial District), PUD (Planned Unit Development), City PUD (Planned Unit Development)
West – Lake County A (Agriculture), PUD (Planned Unit Development)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

EXISTING LAND USE: Vacant

SURROUNDING LAND USE:

North – Pasture, Vacant Gov't State, Vacant Commercial
South – Residential
East – Vacant Commercial, Hospital, Residential
West – Pasture, Non-Agricultural Acreage, Residential

PROPOSED LAND USE: Mixed-Use Development

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

DATE: May 27, 2025
OWNER: Jesse Claerbout
PETITIONER: Jesse Claerbout
PROJECT: Kalos
REQUEST: Large Scale Comprehensive Plan to Leesburg General Commercial and Rezoning to PUD (Planned Unit Development)
CASE NO.: LSCP-25-568, PUD-25-569

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 06/13/2025

FIRE

In reference to Case Number LSCP-25-568, PUD-25-569

NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2020 Edition. The subject property referenced in Case Number LSCP-25-568, PUD-25-569 is outside the recommended four-minute response time for initial responding fire apparatus.

4.1 Fire Department Organizational Statement.

4.1.2.1

The fire department shall establish the following performance objectives for the first-due response zones that are identified by the AHJ:

- (1) Alarm handling time completion in accordance with 4.1.2.3
- (2) 80 seconds turnout time for fire and special operations response and 60 seconds turnout time for EMS response
- (3)* 240 seconds or less travel time for the arrival of the first engine company at a fire suppression incident
- (4) 360 seconds or less travel time for the arrival of the second company with a minimum staffing of 4 personnel at a fire suppression incident
- (5) For other than high-rise, 480 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (6) For high-rise, 610 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (7) 240 seconds or less travel time for the arrival of a unit with first responder with automatic external defibrillator (AED) or higher-level capability at an emergency medical incident
- (8) 480 seconds or less travel time for the arrival of an advanced life support (ALS) unit at an emergency medical incident, where this service is provided by the fire department provided a first responder with an AED or basic life support (BLS) unit arrived in 240 seconds or less travel time

Amanda Stevenson 06/13/2025

ELECTRIC

“This area is outside of Leesburg Electric Service Territory. We have no objections.” – Steve Davis
5/28/2025

GAS

“No objections, Gas is available in the area.” – Wayne Williams 5/29/2025

GIS

No comments received as of 06/13/2025

BUILDING

No comments received as of 06/13/2025

PUBLIC WORKS

No comments received as of 06/13/2025

ADDRESSING

No comments received as of 06/13/2025

ECONOMIC DEVELOPMENT

No comments received as of 06/13/2025

LAKE COUNTY PUBLIC WORKS

No comments received as of 06/13/2025

LAKE COUNTY SCHOOLS

“The school district does not have comments on the proposed commercial PUD.” – Helen C. Lavalley
5/29/2025

PUBLIC RESPONSES

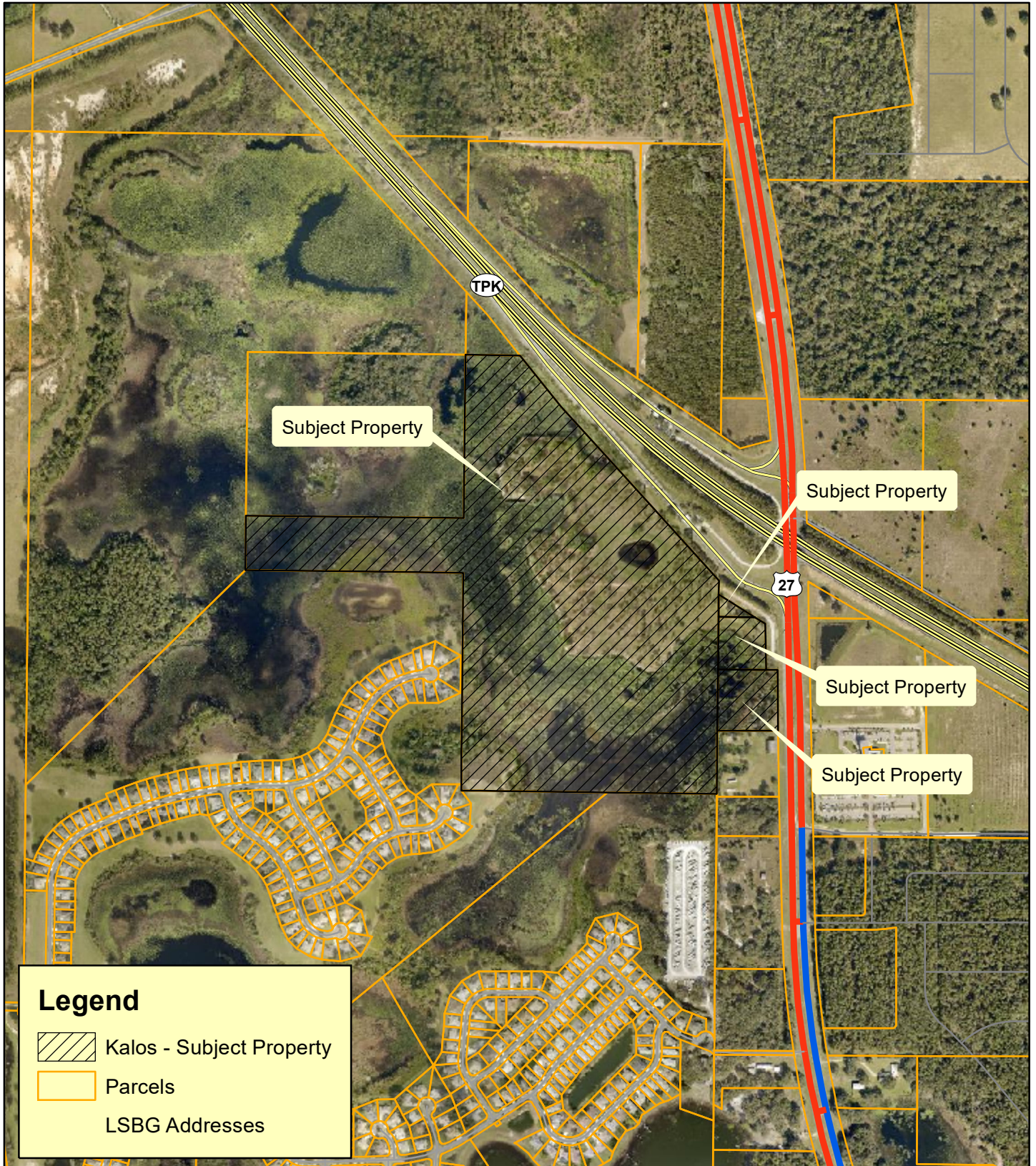
Approval

No comments received as of 06/13/2025

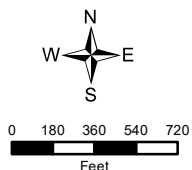
Disapproval

No comments received as of 06/13/2025

Aerial



**Planning
& Zoning
Division**

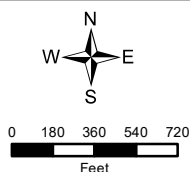


Kalos
ANNX-25-567; LSCP-25-568; PUD-25-569
AK#: 1081955, 3878016, 3553918, 3471849 (90.28 Acres)
Section 12, Township 21 South, Range 14 East
May 20, 2025

Zoning

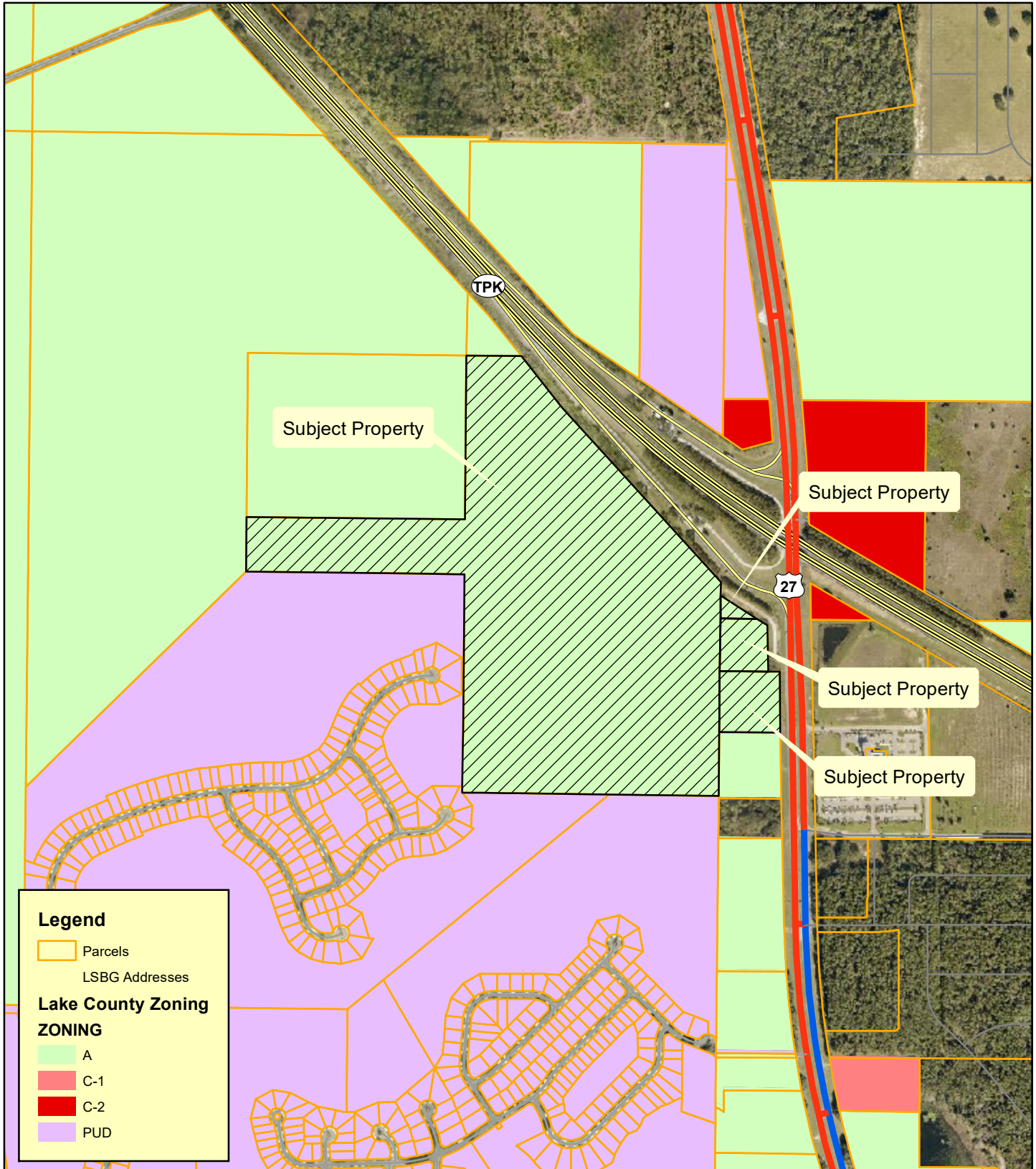


**Planning
& Zoning
Division**

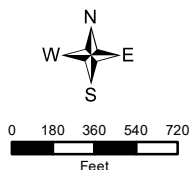


Kalos
 ANN-25-567; LSCP-25-568; PUD-25-569
 AK#: 1081955, 3878016, 3553918, 3471849 (90.28 Acres)
 Section 12, Township 21 South, Range 14 East
 May 20, 2025

Lake County Zoning



**Planning
& Zoning
Division**

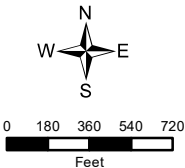


Kalos
ANNX-25-567; LSCP-25-568; PUD-25-569
AK#: 1081955, 3878016, 3553918, 3471849 (90.28 Acres)
Section 12, Township 21 South, Range 14 East
May 20, 2025

Proposed Zoning

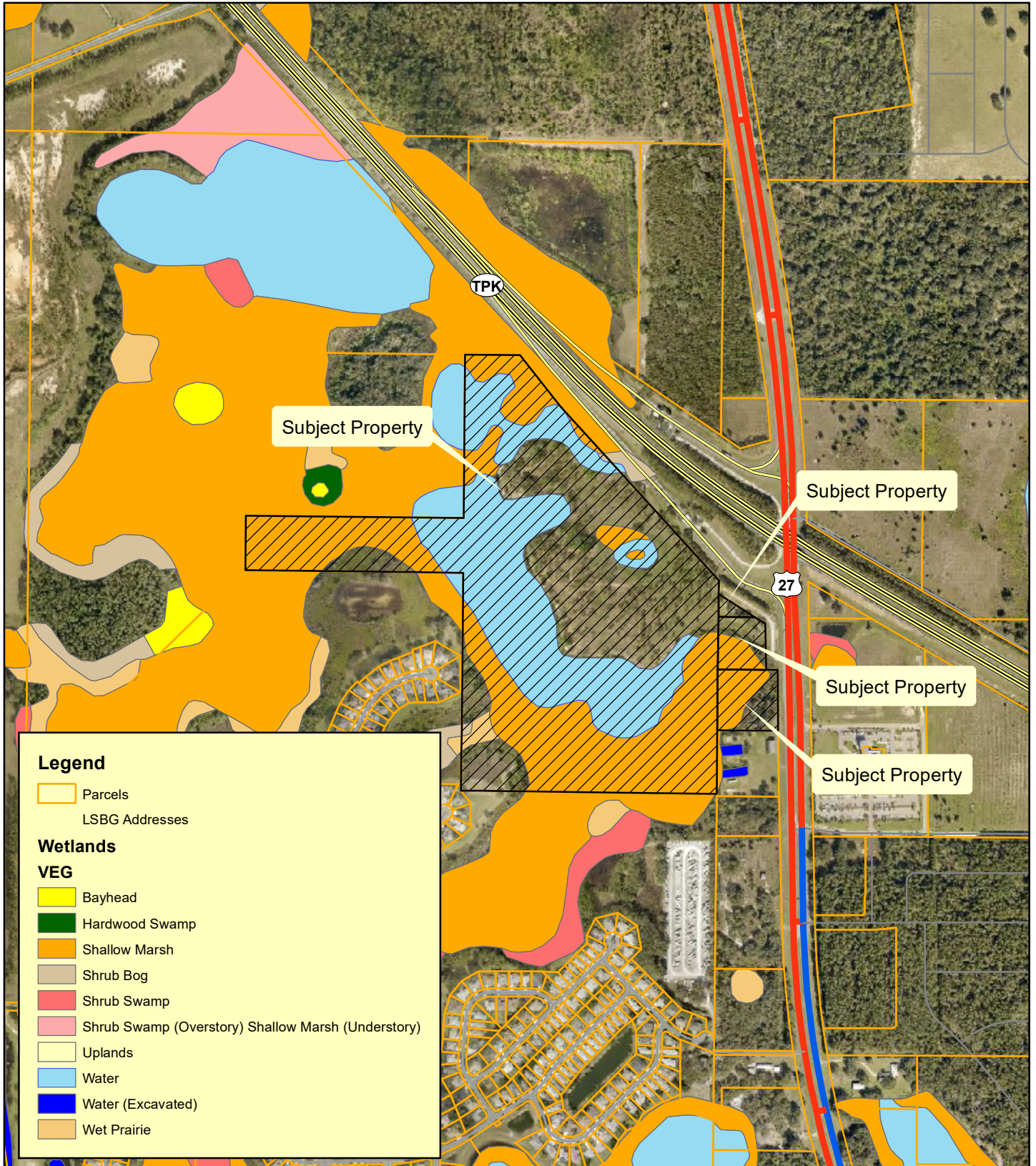


**Planning
& Zoning
Division**

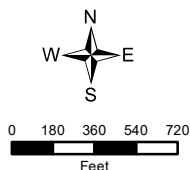


Kalos
ANNX-25-567; LSCP-25-568; PUD-25-569
AK#: 1081955, 3878016, 3553918, 3471849 (90.28 Acres)
Section 12, Township 21 South, Range 14 East
May 20, 2025

Wetlands

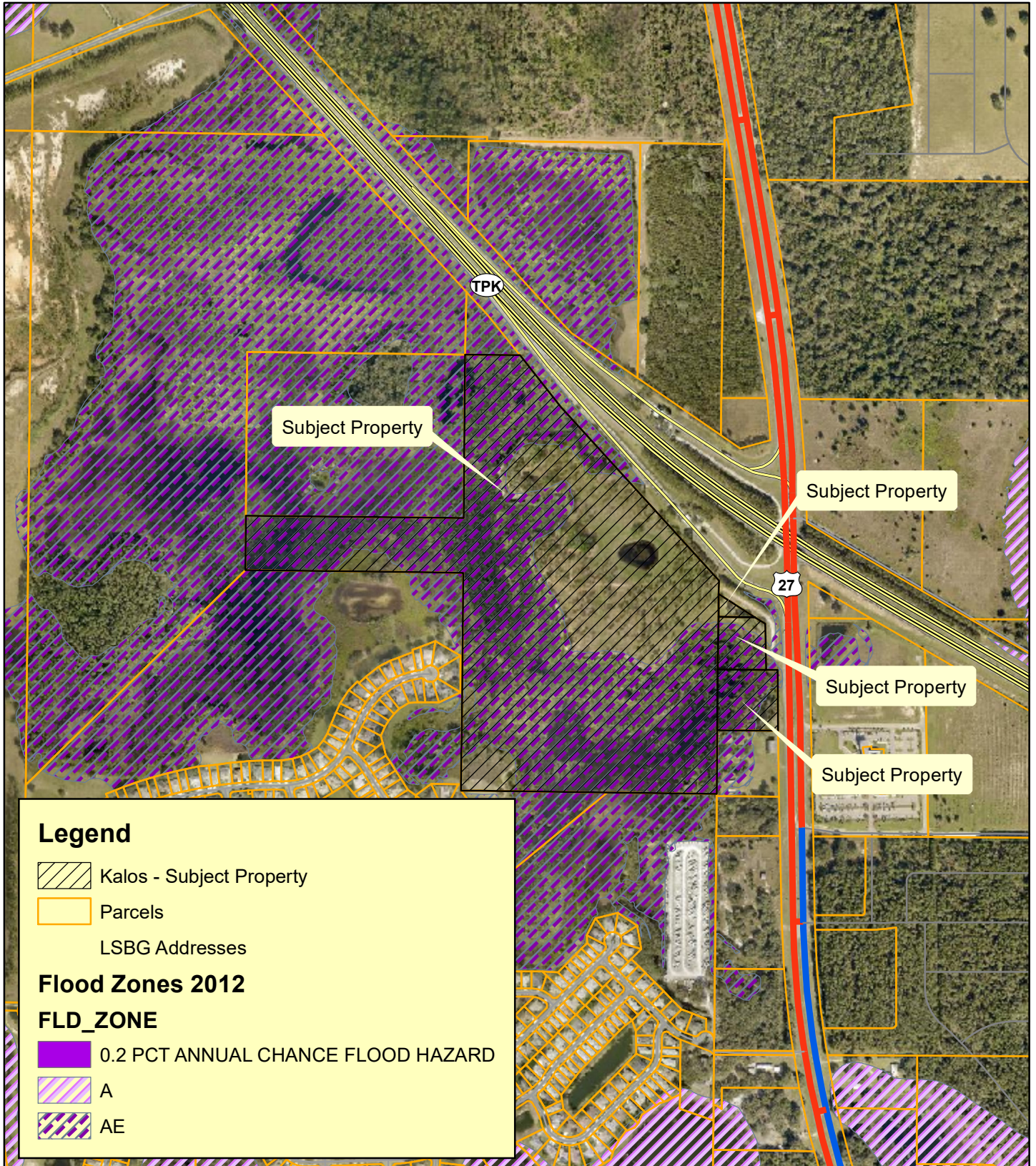


**Planning
& Zoning
Division**

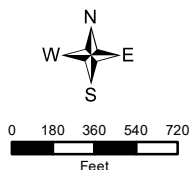


Kalos
 ANN-25-567; LSCP-25-568; PUD-25-569
 AK#: 1081955, 3878016, 3553918, 3471849 (90.28 Acres)
 Section 12, Township 21 South, Range 14 East
 May 20, 2025

Flood Zone

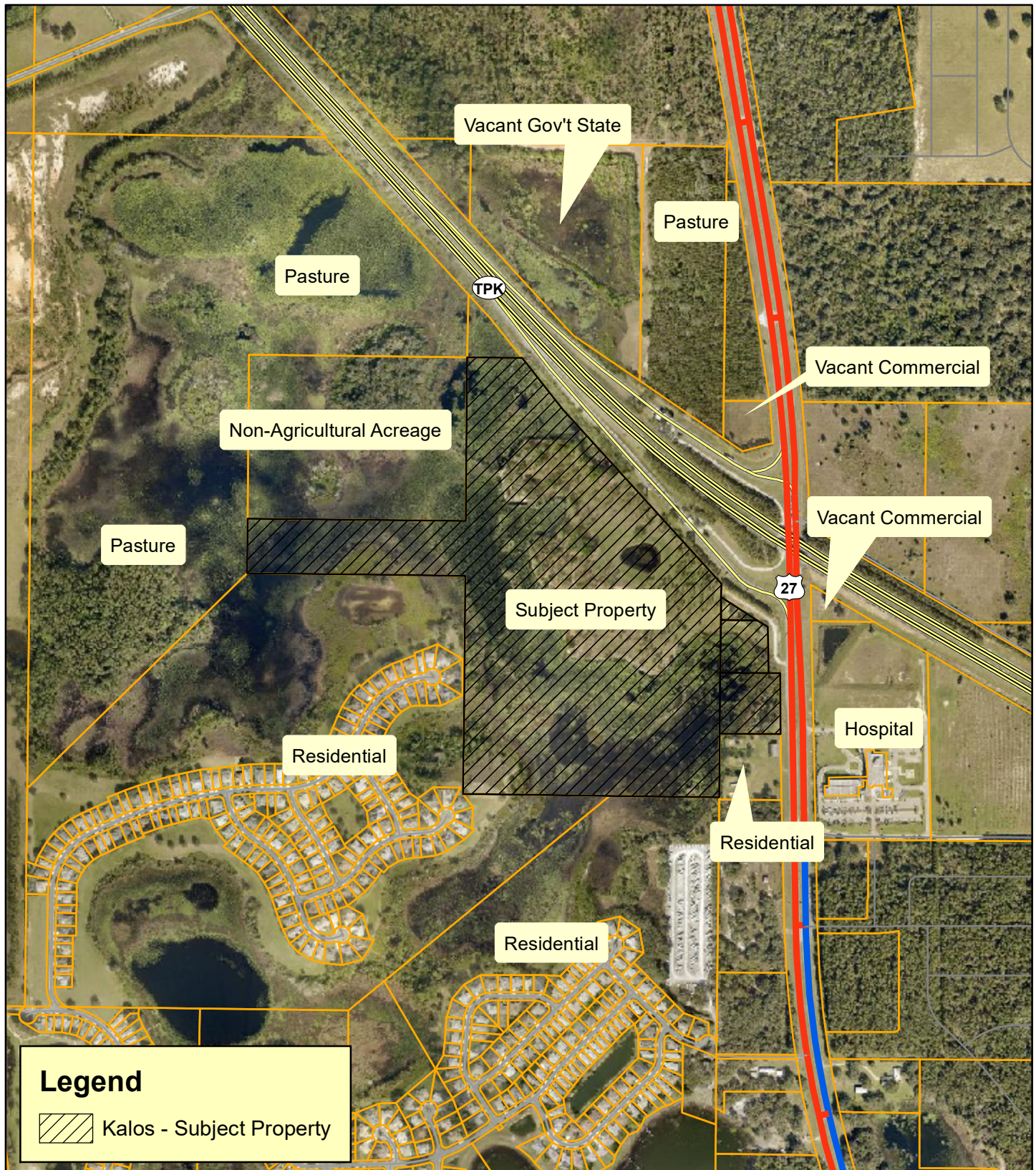


**Planning
& Zoning
Division**

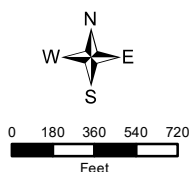


Kalos
ANNX-25-567; LSCP-25-568; PUD-25-569
AK#: 1081955, 3878016, 3553918, 3471849 (90.28 Acres)
Section 12, Township 21 South, Range 14 East
May 20, 2025

Surrounding Land Use



**Planning
& Zoning
Division**



Kalos
 ANN-25-567; LSCP-25-568; PUD-25-569
 AK#: 1081955, 3878016, 3553918, 3471849 (90.28 Acres)
 Section 12, Township 21 South, Range 14 East
 May 20, 2025

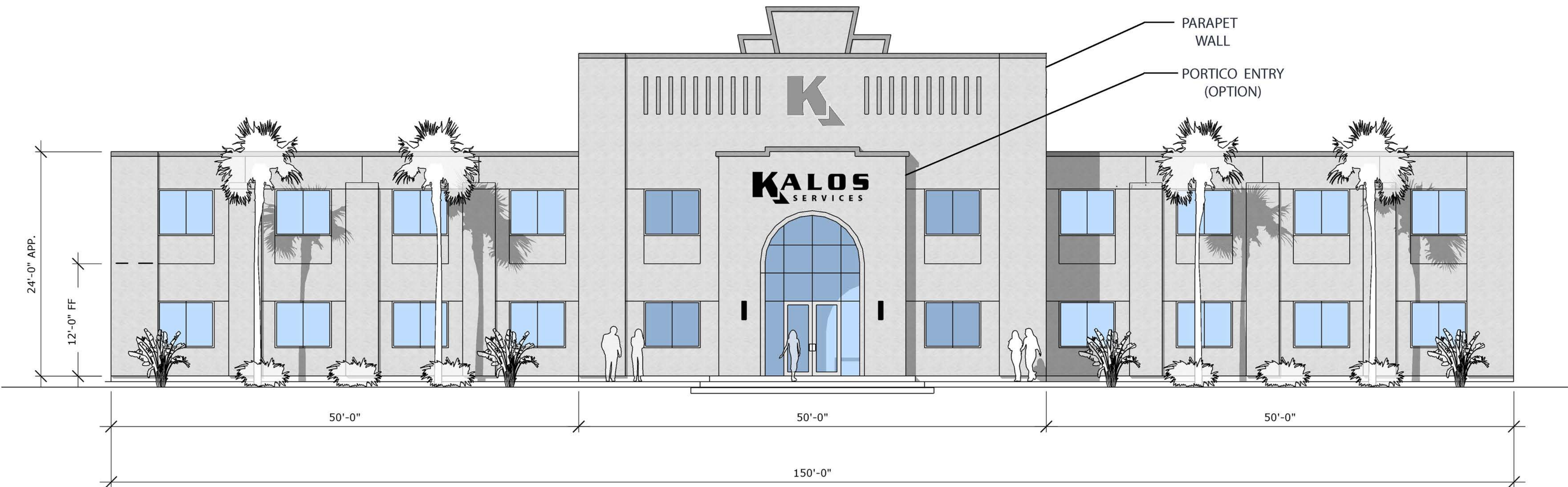




GURKA // DAVID GURKA
ARCHITECTURAL ILLUSTRATIONS ©2024

CONCEPT RENDERING FOR:
OFFICE BUILDING
2-STORY, 16,000 SF

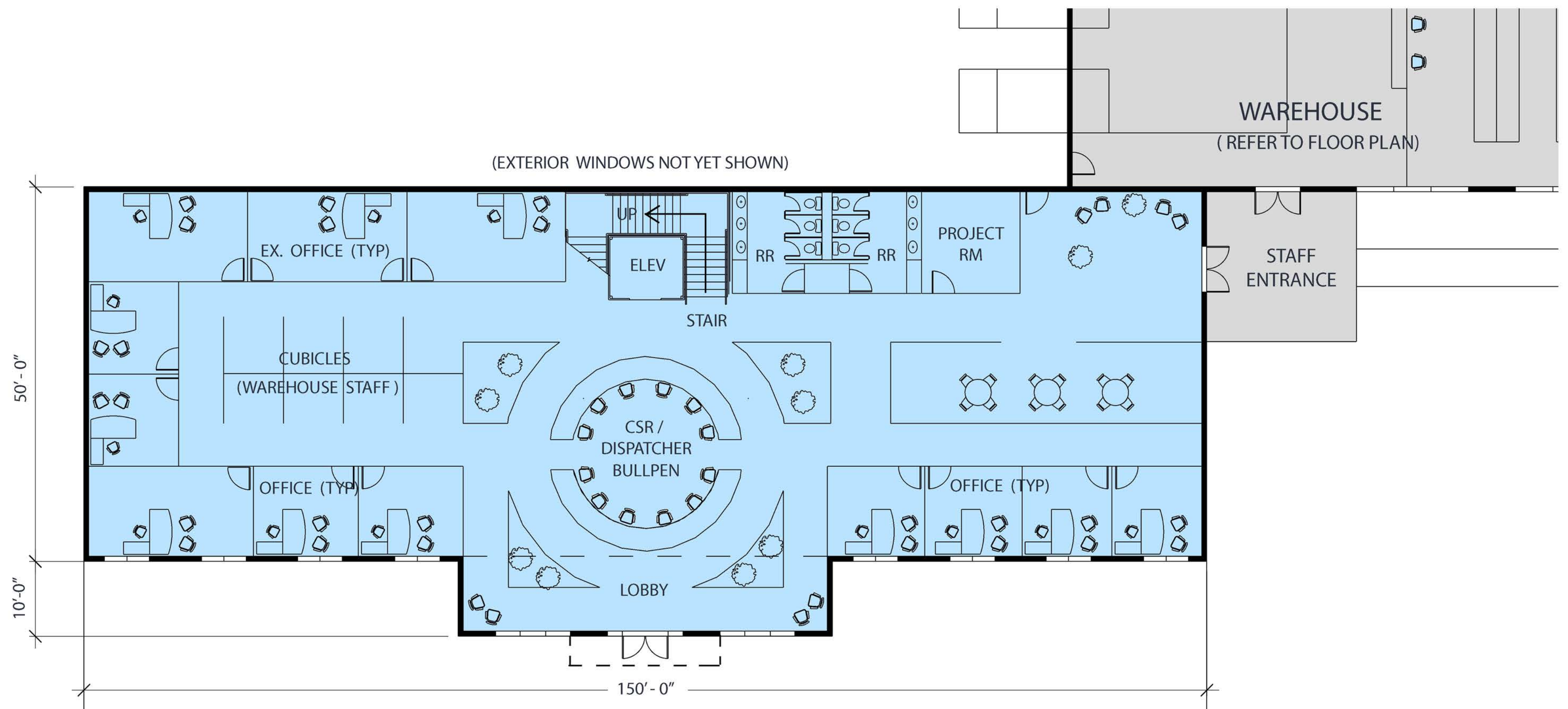
KALOS
SERVICES



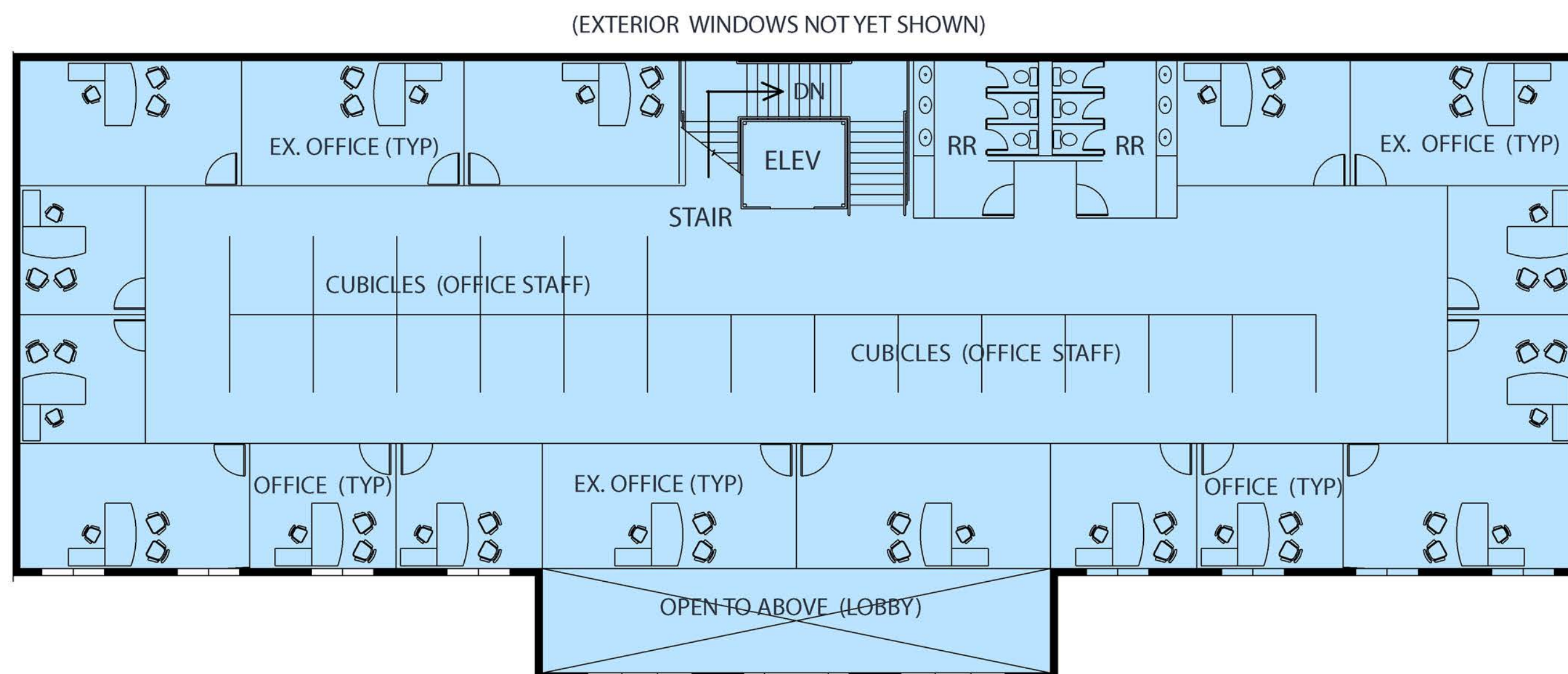
GURKA // DAVID GURKA
ARCHITECTURAL ILLUSTRATIONS © 2025

**FRONT ELEVATION
2-STORY OFFICE BUILDING**

**KALOS
SERVICES**

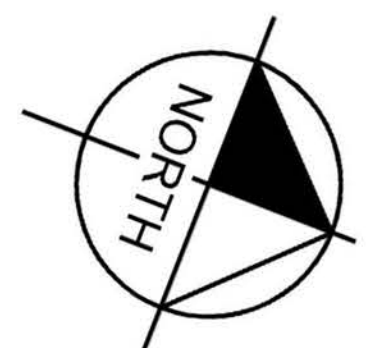
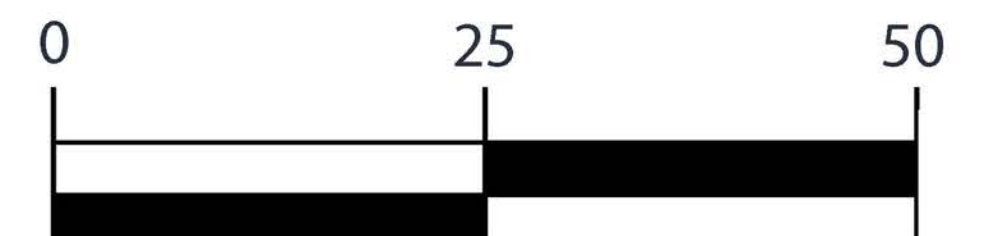


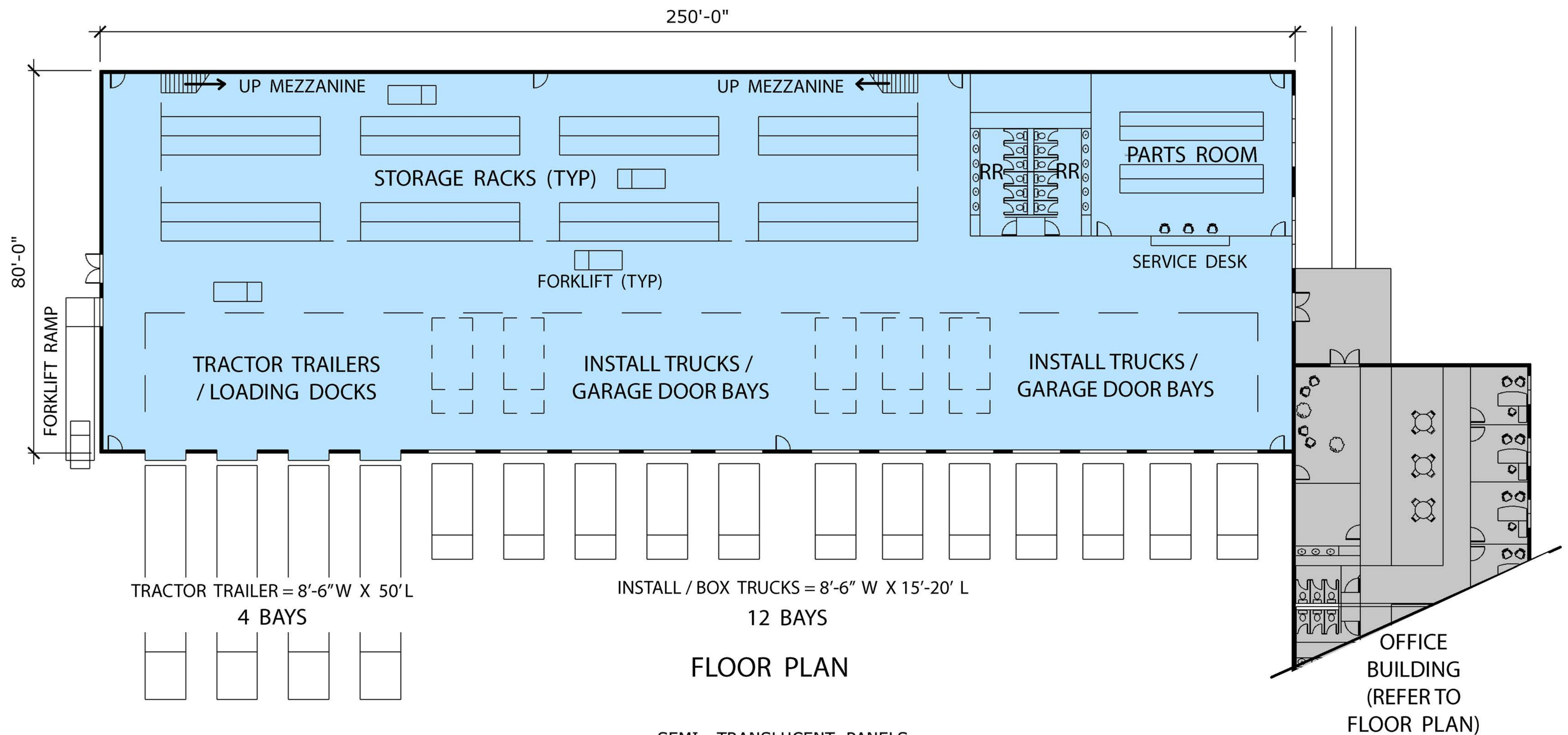
FIRST FLOOR PLAN



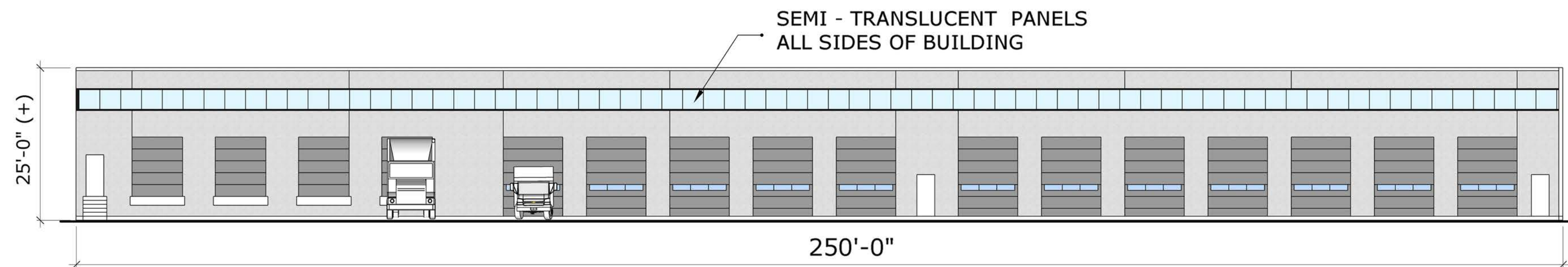
SECOND FLOOR PLAN
OFFICE BUILDING (16,000 TOTAL SF APP.)

GRAPHIC SCALE (FEET)





FLOOR PLAN



SIDE ELEVATION

WAREHOUSE
(20,000 SF)



GURKA // DAVID GURKA
ARCHITECTURAL ILLUSTRATIONS © 2024

**CONCEPT RENDERING FOR:
DESTINATION TRAINING CENTER**
15,000 SF

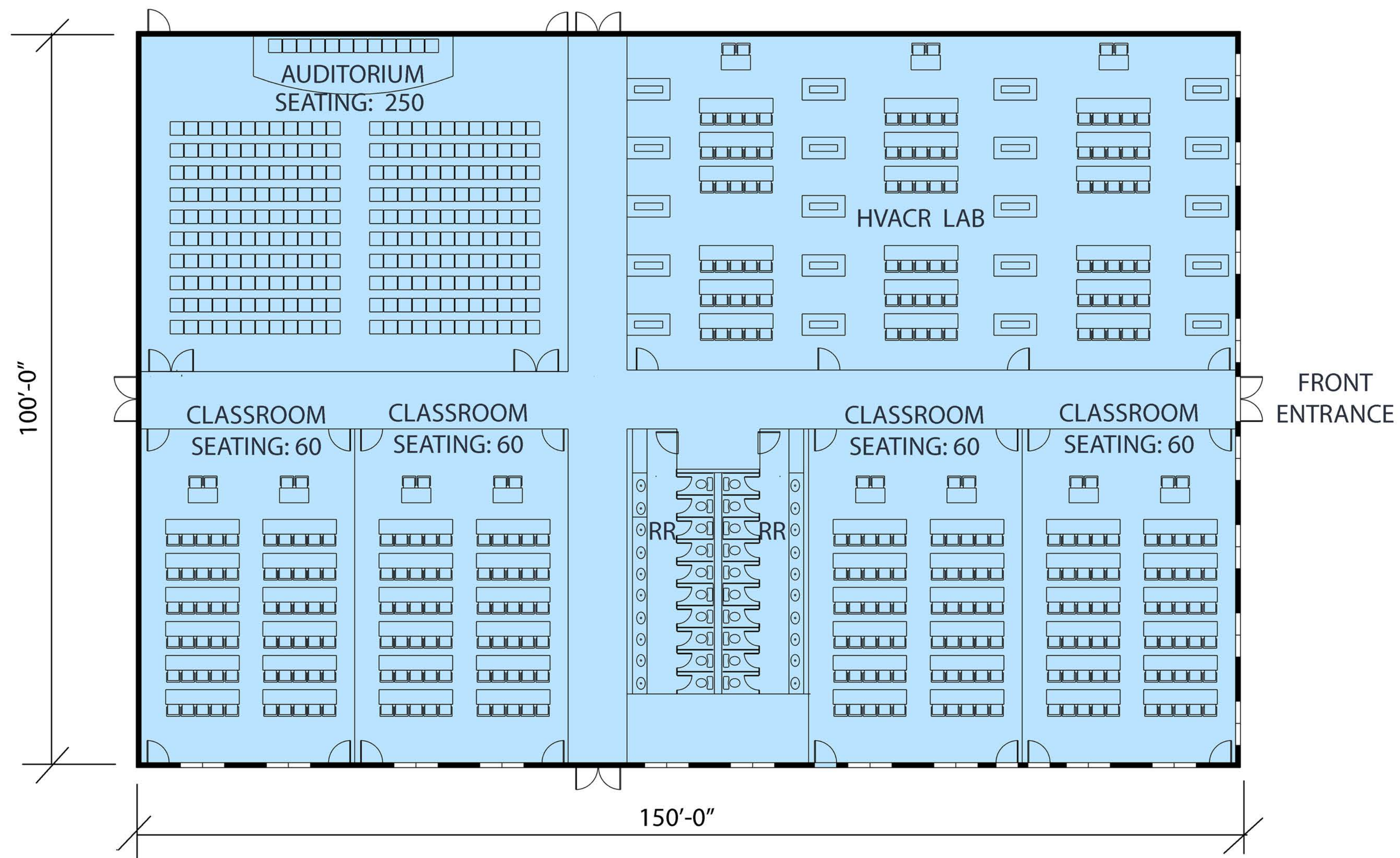
KALOS
SERVICES



FRONT ELEVATION



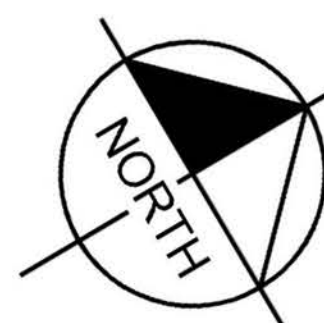
LEFT SIDE ELEVATION



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ARCHITECTURAL ILLUSTRATIONS © 2024

**DESTINATION
TRAINING CENTER
(15,000 TOTAL SF APP.)**

KALOS
SERVICES



GRAPHIC SCALE (FEET)





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ARCHITECTURAL ILLUSTRATIONS © 2024

**CONCEPT ELEVATION FOR:
APARTMENTS (16 UNITS)**

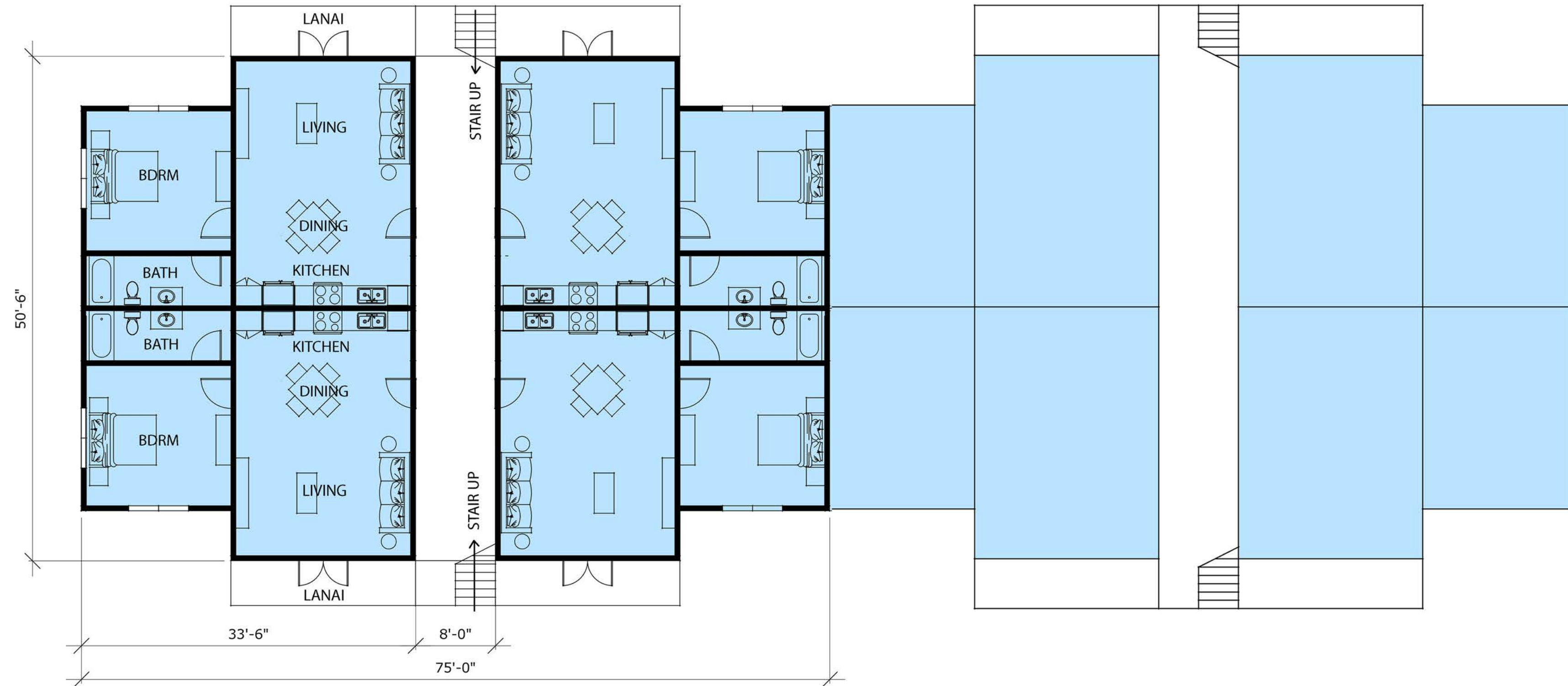
KALOS
SERVICES



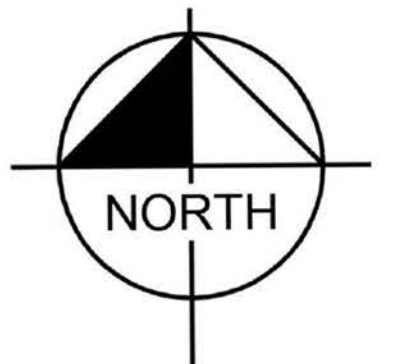
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**CONCEPT RENDERING FOR:
APARTMENTS (16 UNITS)**

KALOS
SERVICES

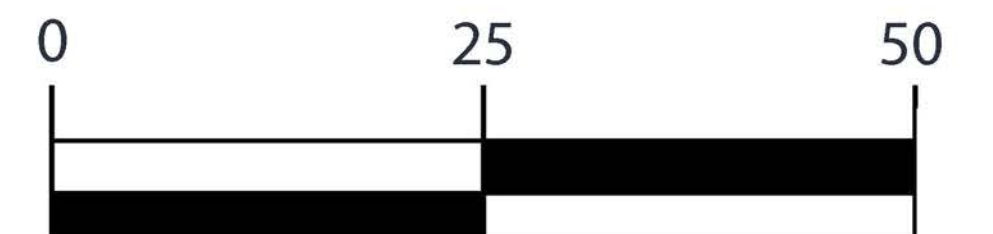


FIRST FLOOR PLAN
APARTMENT BUILDING
(NOTE: SECOND FLOOR IS DUPLICATE)

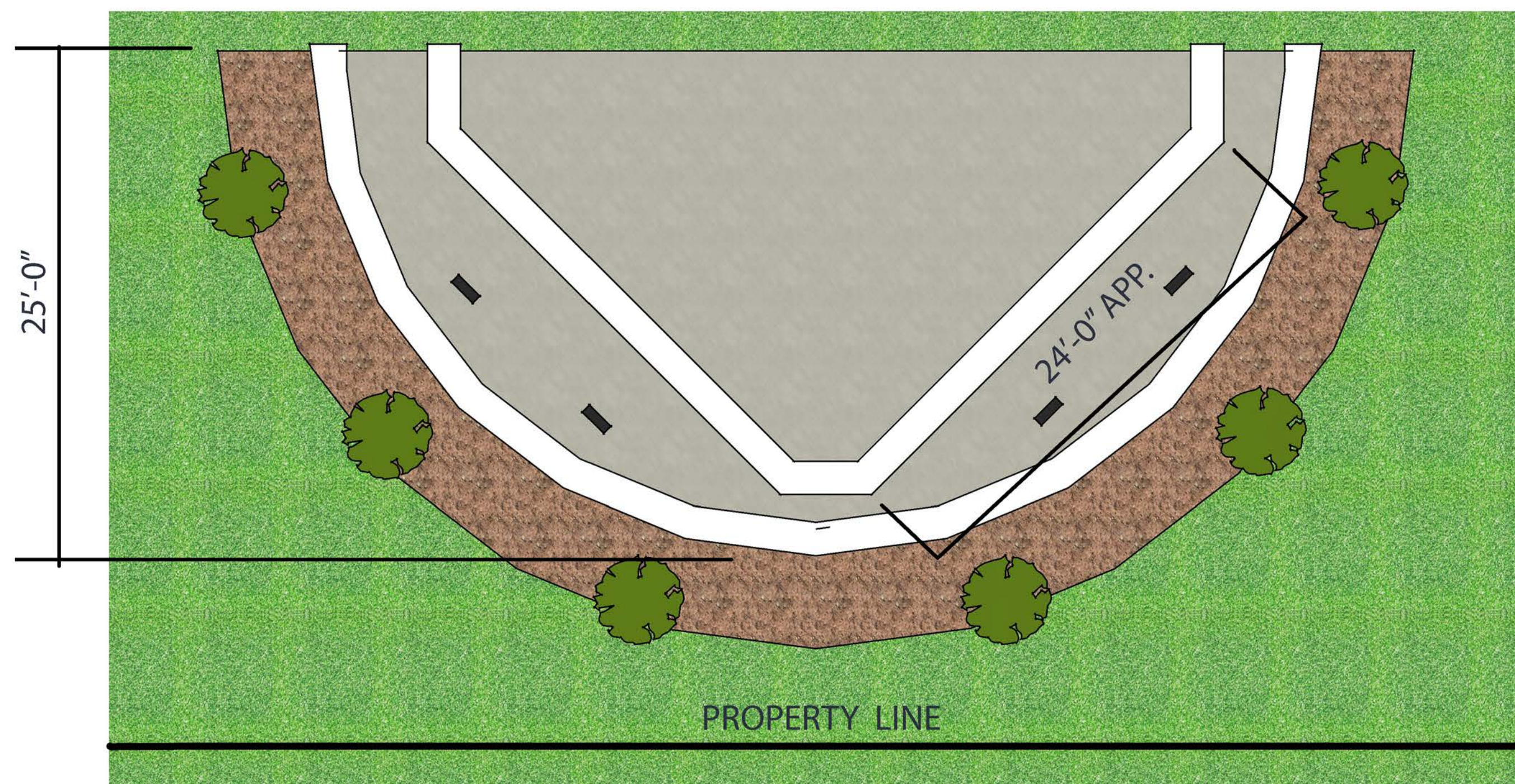


APARTMENT BUILDING
2 - FLOOR
(16 UNITS PER BUILDING)

GRAPHIC SCALE (FEET)







City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.7.

Meeting Date: August 25, 2025

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, adding a PDO (Planned Development Overlay), with a waiver from Section 25-282 (a) (1) PDO five-acre minimum, to the existing C-3 (Highway Commercial) zoning, on approximately 0.48 +/- acres to allow for a duplex use for properties generally located west of Vista Avenue and north of U.S. Highway 441, lying in Section 23, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Vista Avenue PDO)

Staff Recommendation:

Planning and Zoning Staff and Planning Commission recommend approval of the request to add a PDO (Planned Development Overlay), with a waiver from Section 25-282 (a) (1) PDO five-acre minimum, to the existing C-3 (Highway Commercial) zoning, to allow for a duplex use.

Analysis:

A Planned Development Overlay (PDO) allows an additional use or uses but keeps the underlying zoning district. PDOs are a tool for adding appropriate uses, where applicable, with the appropriate conditions.

The project site is approximately 0.48 +/- acres, and is generally located west of Vista Avenue and north of U.S. Highway 441, as shown on the attached maps. At this time, the properties are vacant. The proposal will allow one (1) duplex structure per parcel. Uses in this area include vacant, single, and multi-family residential, office, medical, and retail. City of Leesburg utilities are available nearby. The size of the lot will support the proposed use, and provide infill housing units.

The Planning Commission held a public hearing on the application on June 19, 2025, and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the proposed PDO (Planned Development Overlay) to permit a duplex use; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

Existing development on this site will create a small positive fiscal impact on the City of Leesburg, in the form of impact and utility fees, plus ad valorem taxes.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ADDING A PDO (PLANNED DEVELOPMENT OVERLAY), WITH A WAIVER FROM SECTION 25-282 (A) (1) PDO FIVE-ACRE MINIMUM, TO THE EXISTING C-3 (HIGHWAY COMMERCIAL) ZONING, ON APPROXIMATELY 0.48 +/- ACRES TO ALLOW FOR A DUPLEX USE FOR PROPERTIES GENERALLY LOCATED WEST OF VISTA AVENUE AND NORTH OF U.S. HIGHWAY 441, LYING IN SECTION 23, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (VISTA AVENUE PDO)

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

Section 1.

Based upon the petition of Jonathan E. Wanberg and WW Builders LLC (Agent, Petitioner) of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the PDO (Planned Development Overlay), with a waiver from Section 25-282 (a) (1), PDO five acre requirement, to allow one duplex (unit) per said properties located in Lake County Florida, is hereby added to the existing City of Leesburg C-3 (Highway Commercial) zoning, to-wit:

**(Legal Description)
(See Exhibit A)**

Section 2.

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

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 25th day of August 2025.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Parcel IDs: 23-19-25-0205-000-03800

23-19-25-0205-000-03900

Alternate Keys: 1493030 and 1493048

LEGAL DESCRIPTION:

Alt Key: 1493030

LEESBURG, SHADEMOOR ACRES LOT 38, S 1/2 OF LOT 39 ORB 4946 PG 250

and

Alt Key: 1493048

LEESBURG, SHADEMOOR ACRES N 1/2 OF LOT 39, LOT 40 ORB 4946 PG 250

VISTA AVENUE PDO
PLANNED DEVELOPMENT OVERLAY ZONING
In a C-3 (Highway Commercial) Zoning District
July 31, 2025

These Planned Development Conditions for a PDO (Planned Development Overlay) District are granted by the City of Leesburg, Florida to **WW Builders LLC**, whose address is **1222 Camp Avenue, Mount Dora, FL 32757, "Permittee"** for the purposes, terms and conditions set forth herein pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 *Planned Development Process* of the City of Leesburg Code of Ordinances, as amended.

PURPOSE

The purpose of this document is to provide appropriate zoning standards to maintain a high-quality built environment through the application of flexible and diversified land use and development requirements.

BACKGROUND

The "Permittee" has submitted an application to request a PDO (Planned Development Overlay) zoning district on an approximately 0.48-acre two-parcel site within the City of Leesburg in accordance with their Planned Development Overlay application and supplemental information. The property is currently zoned C-3 (Highway Commercial), with a Future Land Use designation of City General Commercial. The site is currently vacant and undeveloped. The purpose is to utilize the property for one (1) duplex unit per parcel.

REQUEST

1. Add a Planned Development Overlay (PDO) to the C-3 (Highway Commercial) zoning to allow for one (1) duplex unit on each parcel.
2. A waiver from Section 25-282(a)(1), PDO 5-acre minimum requirement.

1. PERMISSION

Permission is hereby granted to the **WW Builders LLC**, whose address is **1222 Camp Avenue, Mount Dora, FL 32757, "Permittee"** to operate and maintain a PDO (Planned Development Overlay) in and on real property in the City of Leesburg, subject the conditions described in this document. The property is generally located west of Vista Avenue and north of US 441, and is more particularly described as shown in the attached legal description below.

2. LEGAL DESCRIPTION
See attached legal Exhibit "B"

3. LAND USES

The above-described property shall be used for the C-3 (Highway Commercial) uses with a PDO (Planned Development Overlay) as limited herein, and pursuant to City of Leesburg development codes and standards.

A. Uses

- 1) Uses shall be those listed as permitted uses in this document and shall occupy the approximate area within the property boundaries, as shown on the Survey, Exhibit C.
- 2) Permitted uses:
 - a. Uses which are permitted within the C-3 (Highway Commercial) Zoning District
 - b. One (1) duplex unit per parcel.
 - c. Accessory structures, such as shade structures, subject to requirements under City of Leesburg Code of Ordinances, Section 25-292 (2) *Accessory and temporary structures: minimum yard regulations*.
 - d. Any other similar uses which are considered accessory to permitted uses which do not adversely impact the adjoining properties due to traffic, noise, dust, etc.
- 3) Uses prohibited shall be as follows:
 - a. All other uses not specifically approved herein or under the C-3 (Highway Commercial) zoning district, specifically:
 - a. On-site retail and sales, including of vehicles.
 - b. Any other uses which are considered to adversely impact the adjoining properties due to traffic, noise, dust, etc.

4. **SITE ACCESS**

- A. Access shall be maintained and shall be subject to permitting through the City of Leesburg, Lake County or the Florida Department of Transportation as required by law.

5. **DEVELOPMENT STANDARDS AND OPERATIONS**

- A. The minimum development standards, including, but not limited to, setbacks, maximum building height, impervious surface, open space, and parking requirements shall be those required for the C-3 (Highway Commercial) zoning district except as amended by these conditions, which may limit the permitted uses based on site plan and parking requirements.
- B. The sides and rear yards shall be fenced with an opaque fence, on the north, south and western boundaries of the properties.
- C. The development of the property shall comply with Section 25-292 (2) *Accessory and temporary structures: minimum yard regulations*.

6. **MISCELLANEOUS CONDITIONS**

- A. The uses of the proposed project shall only be those uses identified in these approved Planned Development Overlay Conditions, and as set forth in the underlying zoning district. Any other proposed use must be specifically authorized through rezoning the property, or in accordance with the Planned Development amendment process.

- B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Code of Ordinances.
- C. Construction and operation of the proposed use(s) shall at all times comply with City and other governmental agencies rules and regulations.
- D. The transfer of ownership or lease of any or all of the property described in this agreement shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to this agreement as established herein and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.
- E. These Planned Development Overlay Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition herein set out.
- F. The granting of this Planned Development Overlay does not exempt the applicant from any other applicable regulations of the City of Leesburg and other governmental agencies and assessment of impact fees as required by ordinance.

LEGAL DESCRIPTION

EXHIBIT B

Parcel IDs: 23-19-25-0205-000-03800

23-19-25-0205-000-03900

Alternate Keys: 1493030 and 1493048

LEGAL DESCRIPTION:

Alt Key: 1493030

LEESBURG, SHADEMOOR ACRES LOT 38, S 1/2 OF LOT 39 ORB 4946 PG 250

and

Alt Key: 1493048

LEESBURG, SHADEMOOR ACRES N 1/2 OF LOT 39, LOT 40 ORB 4946 PG 250

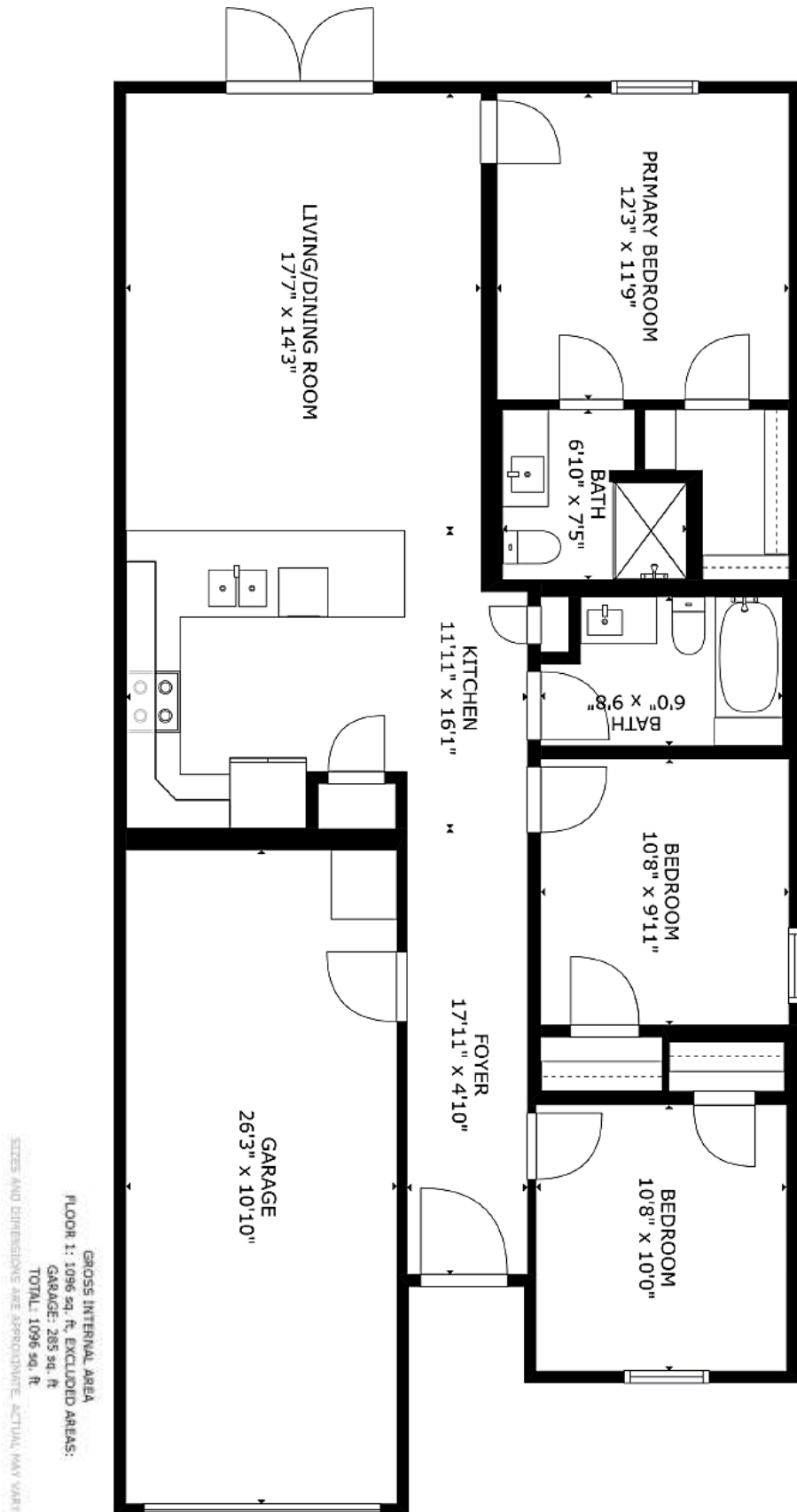
EXHIBIT C

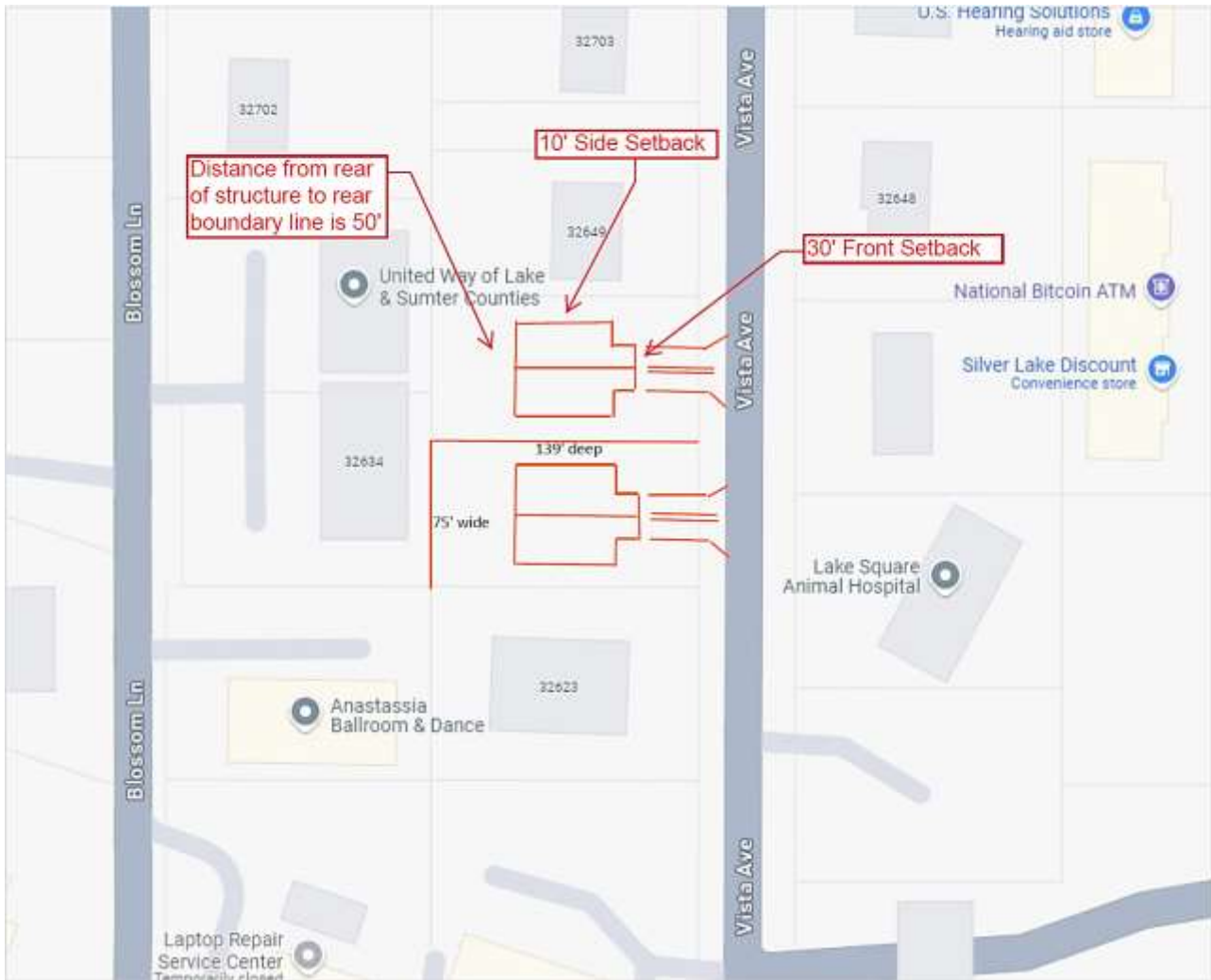




EXAMPLE FLOOR PLAN

EXHIBIT E







CITY OF LEESBURG PLANNING & ZONING DEPARTMENT RECOMMENDATIONS

DATE: July 31, 2025
PETITIONER: WW Builders LLC and Jonathan E. Wanberg, Agent
PROJECT: Vista Avenue Planned Development Overlay
REQUEST: PDO (Planned Development Overlay) to Allow for Two (2) Duplex Units in C-3 (Highway Commercial) Zoning District
CASE NO.: PUD-25-586

REQUEST

1. Add a Planned Development Overlay (PDO) to the C-3 (Highway Commercial) zoning to allow for two (2) duplex units.
2. A waiver from Section 25-282(a)(1), PDO 5-acre minimum requirement.

BACKGROUND

The two subject properties consist of approximately 0.48 undeveloped acres, generally located on Vista Avenue, north of U.S. Highway 441. The request is to construct one duplex unit on each property. The current zoning is C-3 (Highway Commercial), with a Future Land Use designation of General Commercial. The area is generally developed with residential uses.

Based on the surrounding zoning and development patterns, adding the Planned Development Overlay for residential use to the C-3 (Highway Commercial) zoning is the most appropriate action at this time. The use of a Planned Development Overlay (PDO) would allow an appropriate use of the sites as a duplex, avoid a potential “spot zoning”, meet the requirements of Sec. 25-269 (2) City of Leesburg Code of Ordinances, and be consistent with the City’s Comprehensive Plan.

THE PLANNING & ZONING DEPARTMENT RECOMMENDS:

APPROVAL of the request for the following reason(s):

1. The request for a Planned Development Overlay, as conditioned, is compatible with the existing zoning district of C-3 (Highway Commercial) and the surrounding zoning districts including City of Leesburg C-3 (Highway Commercial), RP (Residential Professional) and Lake County R-6 (Urban Residential).
2. The Future Land Use designation of City General Commercial is compatible with the proposed request for the addition of a Planned Development Overlay, as well as the current surrounding Future Land Use designations, including City of Leesburg General Commercial and Lake County Lake County Urban Medium.

3. The addition of the proposed Planned Development Overlay will allow for a residential use compatible with the surrounding land uses of the surrounding properties, as conditioned, in consistency with Sec. 25-269 (2) of the City's Code.
4. The proposed request does not appear to create a detriment to surrounding properties, as conditioned, based on the location and proximity to compatible development, and is consistent with the City of Leesburg Comprehensive Plan, Future Land Use Element, Goal 1, Objective 1.8.

Action Requested:

1. Vote to **approve** the addition of a Planned Development Overlay on a C-3 (Highway Commercial) zoning, and forward this recommendation to the City Commission for consideration.

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

DATE: July 31, 2025
PETITIONER: WW Builders LLC and Jonathan E. Wanberg, Agent
PROJECT: Vista Avenue Planned Development Overlay
REQUEST: A Planned Development Overlay to allow for the Development of Two (2) Duplex Units in C-3 (Highway Commercial) Zoning District and a General Commercial Future Land Use Designation
CASE NO.: PUD-25-586

GENERAL LOCATION: West of Vista Avenue and North of US Highway 441.

FUTURE LAND USE DESIGNATION: General Commercial

SURROUNDING FUTURE LAND USE DESIGNATION:

- North – City of Leesburg General Commercial and Lake County Urban Medium Density
- East – City of Leesburg General Commercial
- South – City of Leesburg General Commercial and Lake County Urban Low Density
- West – City of Leesburg General Commercial and Institutional

PROPOSED FUTURE LAND USE DESIGNATION: No change.

EXISTING ZONING DESIGNATION: City of Leesburg R-2 (Medium Density Residential)

SURROUNDING ZONING DESIGNATIONS:

- North – City of Leesburg RP (Residential Professional) and C-3 (Highway Commercial)
Lake County RP (Residential Professional), R-1 (Rural Residential), R-6 (Urban Residential District), and CFD (Community Facility District)
- East – City of Leesburg C-3 (Highway Commercial) and PUD (Planned Unit Development)
Lake County Urban R-6 (Residential District)
- South – City of Leesburg C-3 (Highway Commercial) and Lake County R-1 (Rural Residential)
- West – City of Leesburg C-3 (Highway Commercial) and P (Public)
Lake County RP (Residential Professional), R-6 (Urban Residential District), and CFD (Community Facility District)

PROPOSED ZONING DESIGNATION: No change.

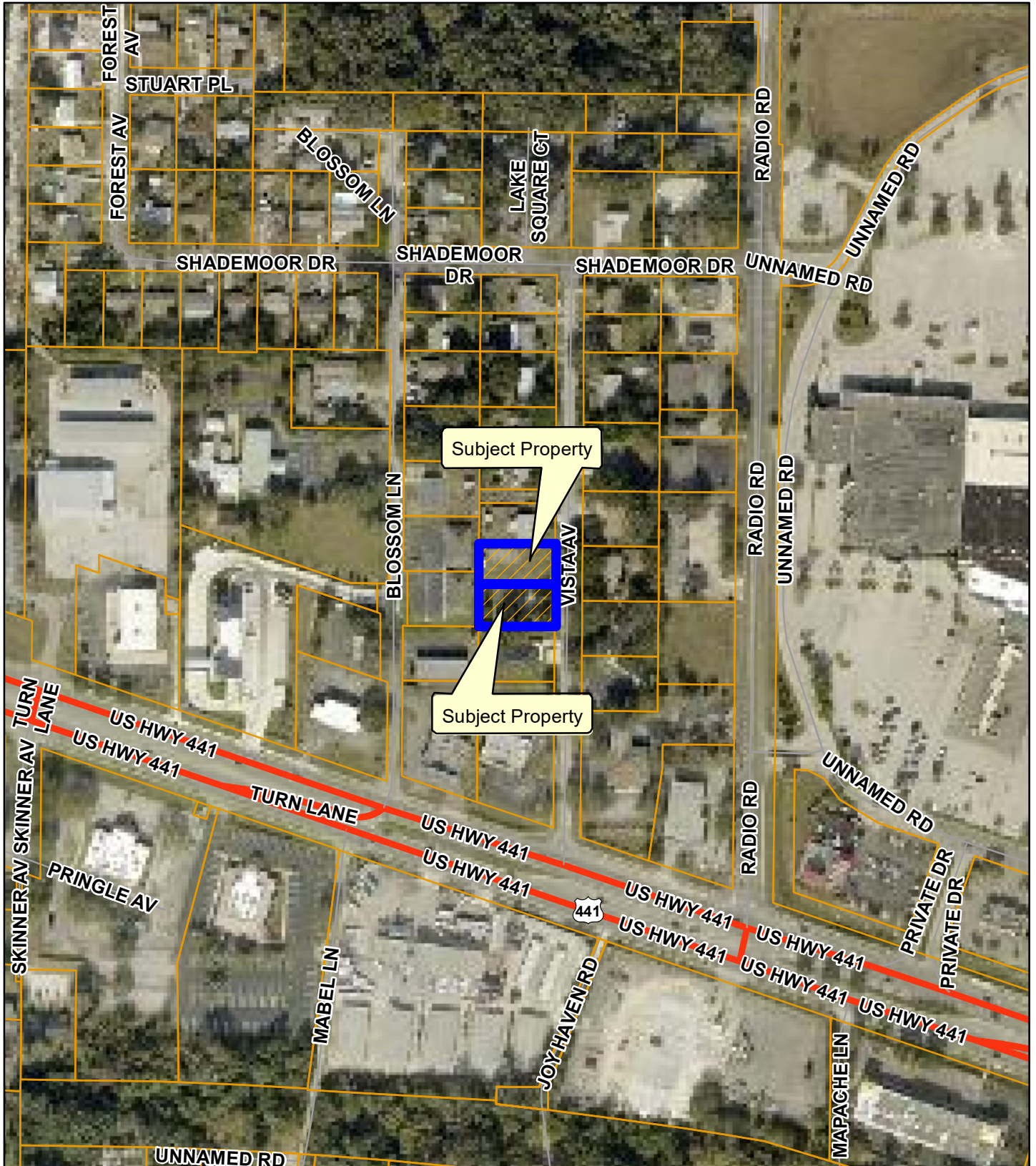
EXISTING LAND USE: Vacant.

SURROUNDING EXISTING LAND USE:

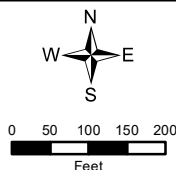
- North – Single Family, Multi-Family, and Vacant Residential, Medical, and Office
- East – Single Family Residential, Office, Medical, and Vacant Commercial
- South – Non-Profit, Office, Retail, Parking Lot, Bank, Auto Repair
- West – Place of Worship, Office, and Bank

PROPOSED LAND USE: No change.

Extended Aerial

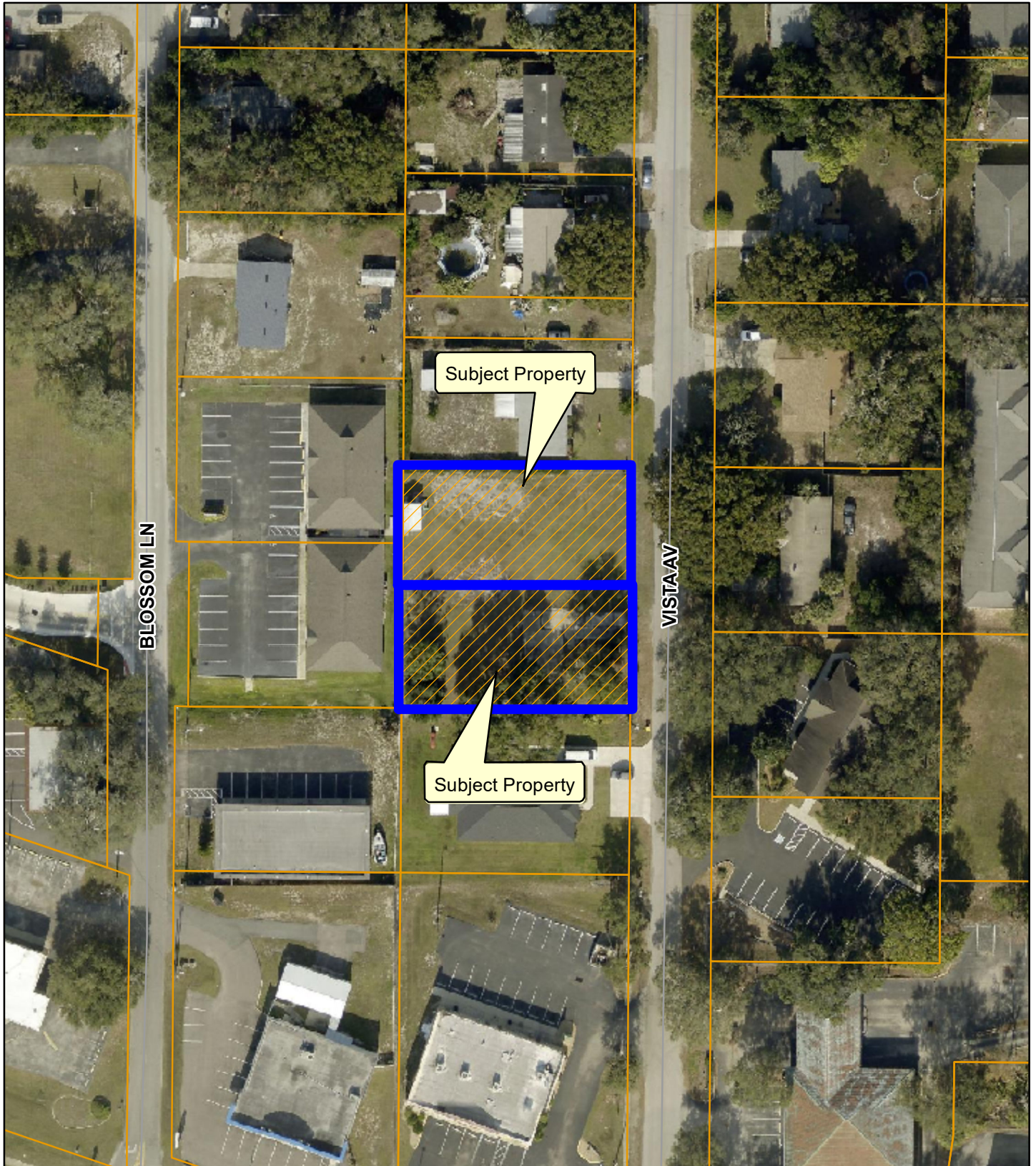


**Planning
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Division**

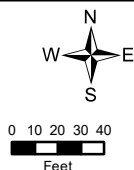


PUD-25-586 Vista Avenue PDO
Vista Avenue, Leesburg, FL
AK #s 1493030 and 1493048
Section 23 | Township 19 | South 25 East
May 16, 2025

Aerial

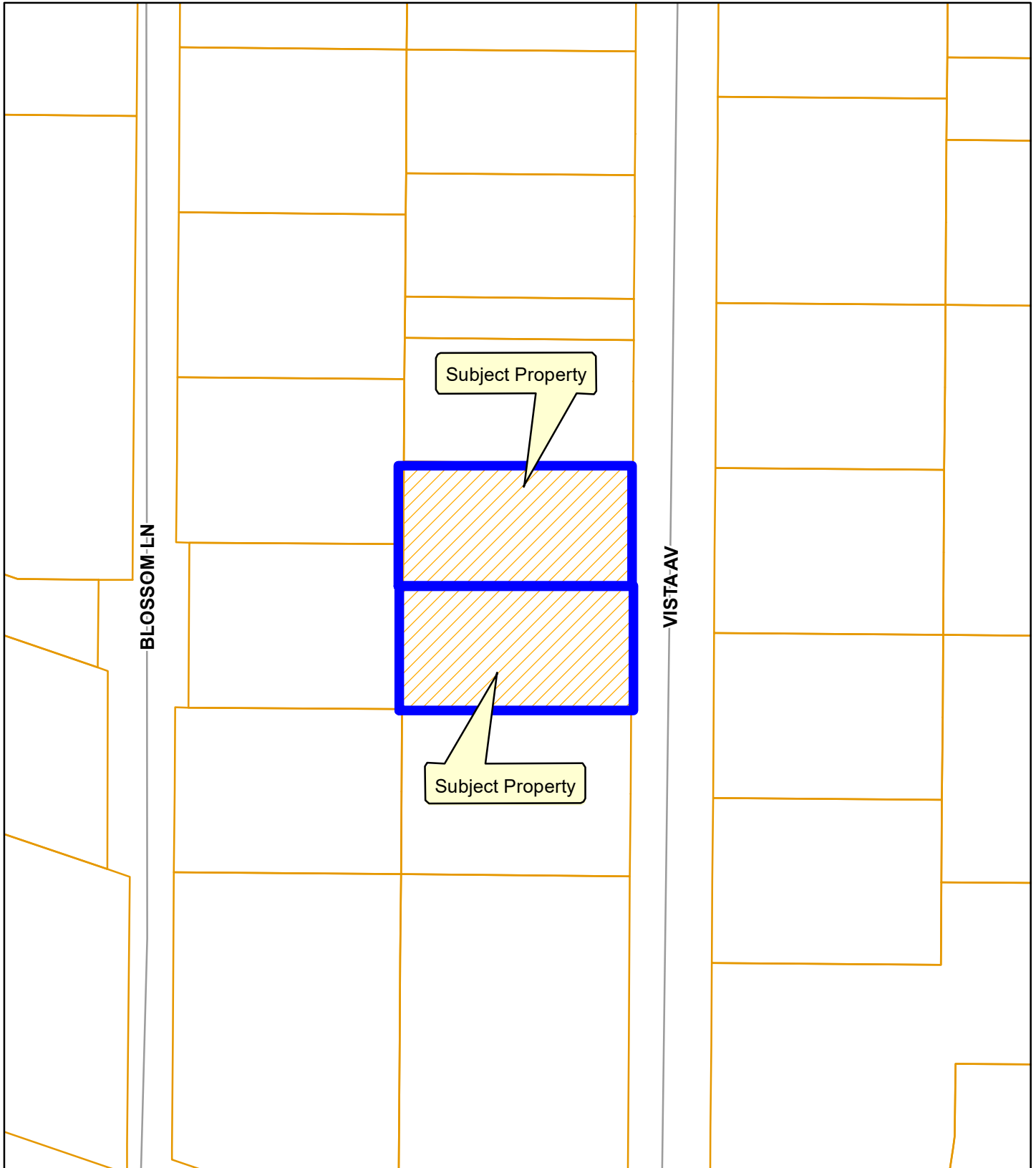


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Division**

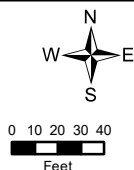


PUD-25-586 Vista Avenue PDO
Vista Avenue, Leesburg, FL
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Locator

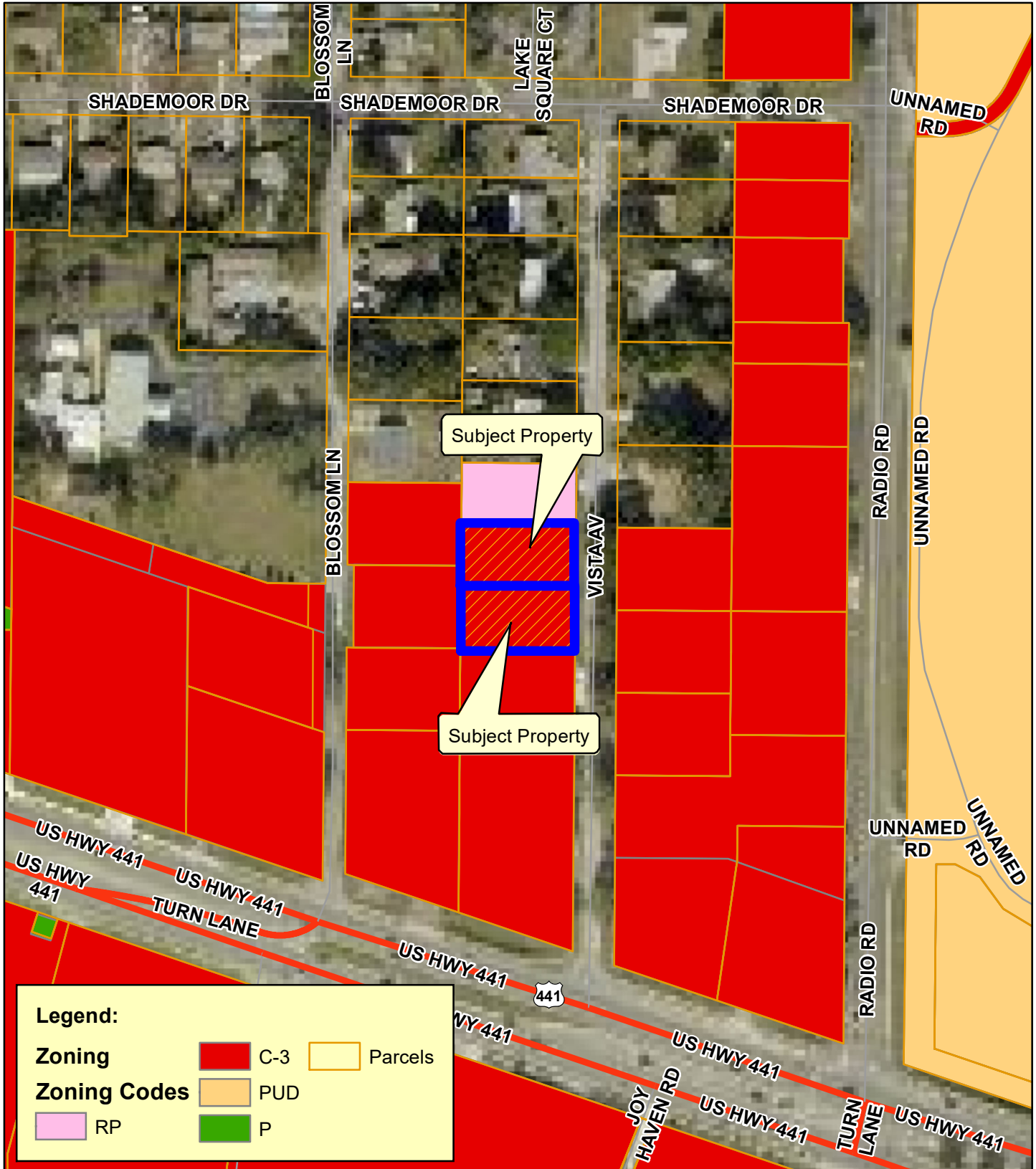


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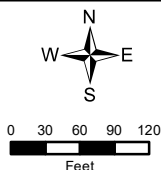


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City of Leesburg Zoning

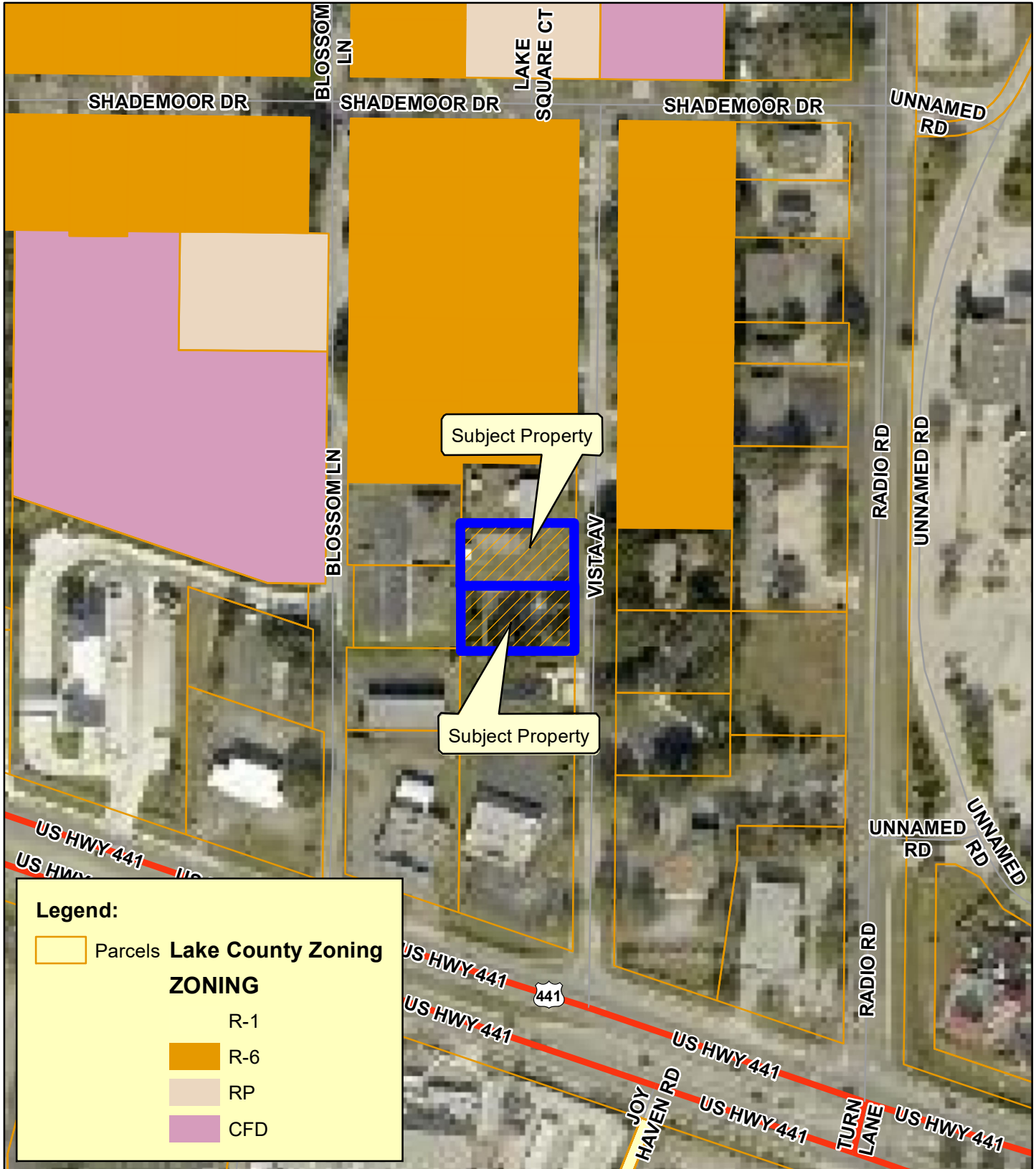


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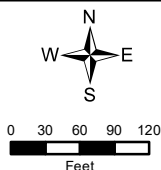


PUD-25-586 Vista Avenue PDO
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Lake County Zoning

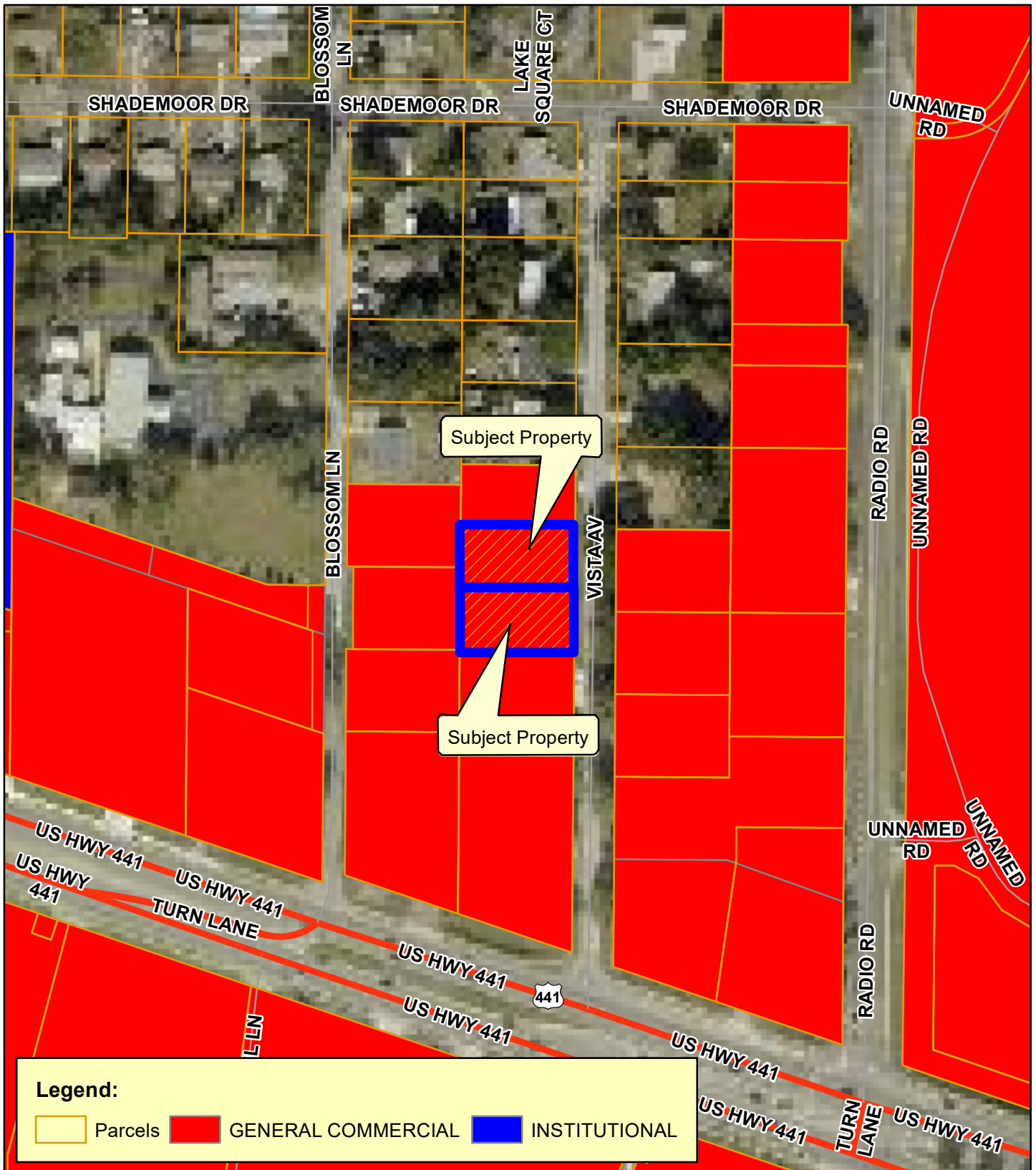


**Planning
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Division**

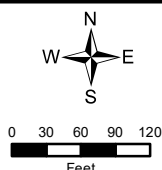


PUD-25-586 Vista Avenue PDO
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City of Leesburg Future Land Use

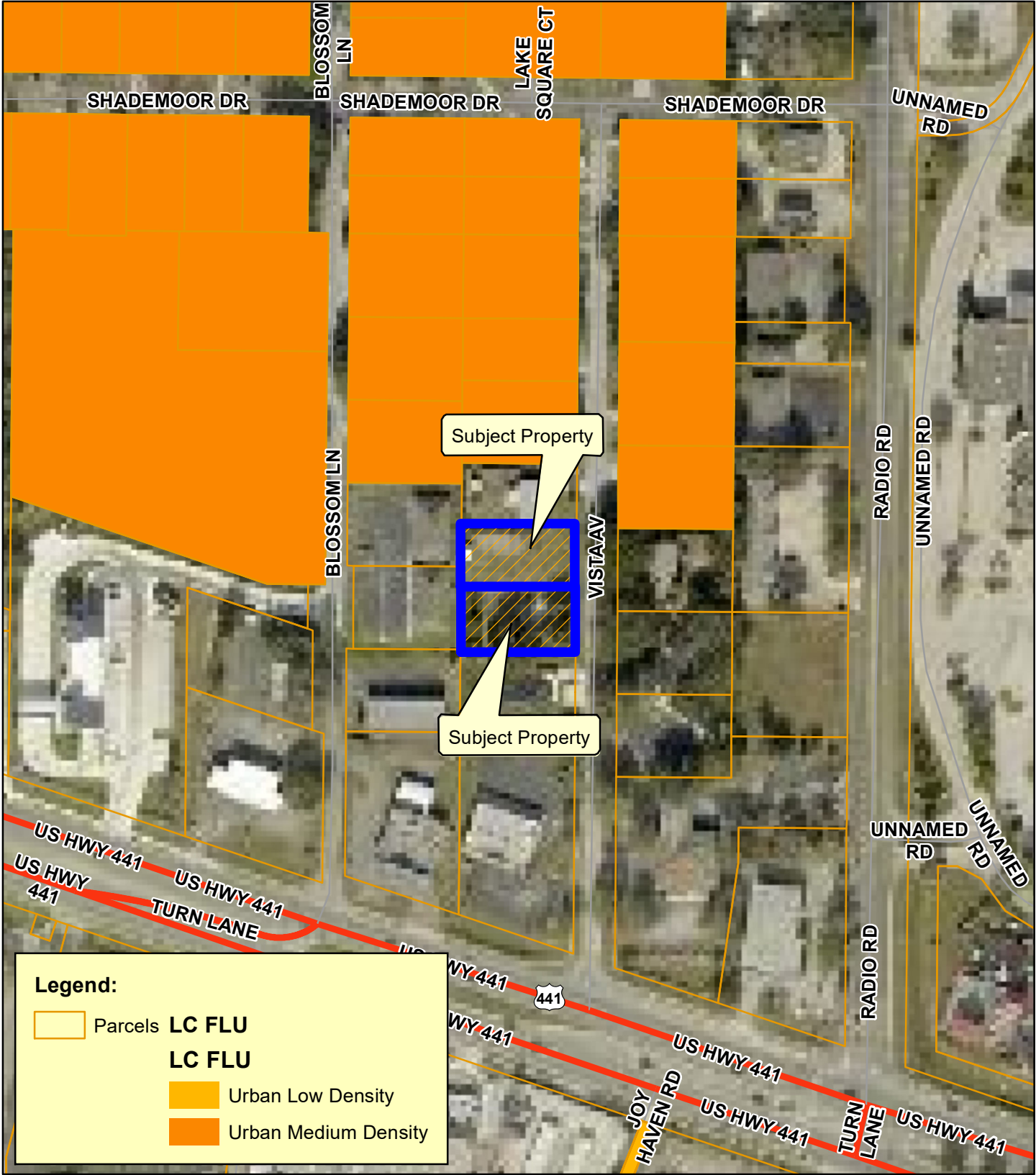


Planning & Zoning Division

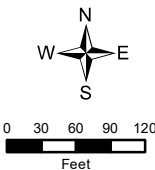


PUD-25-586 Vista Avenue PDO
Vista Avenue, Leesburg, FL
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Lake County Future Land Use

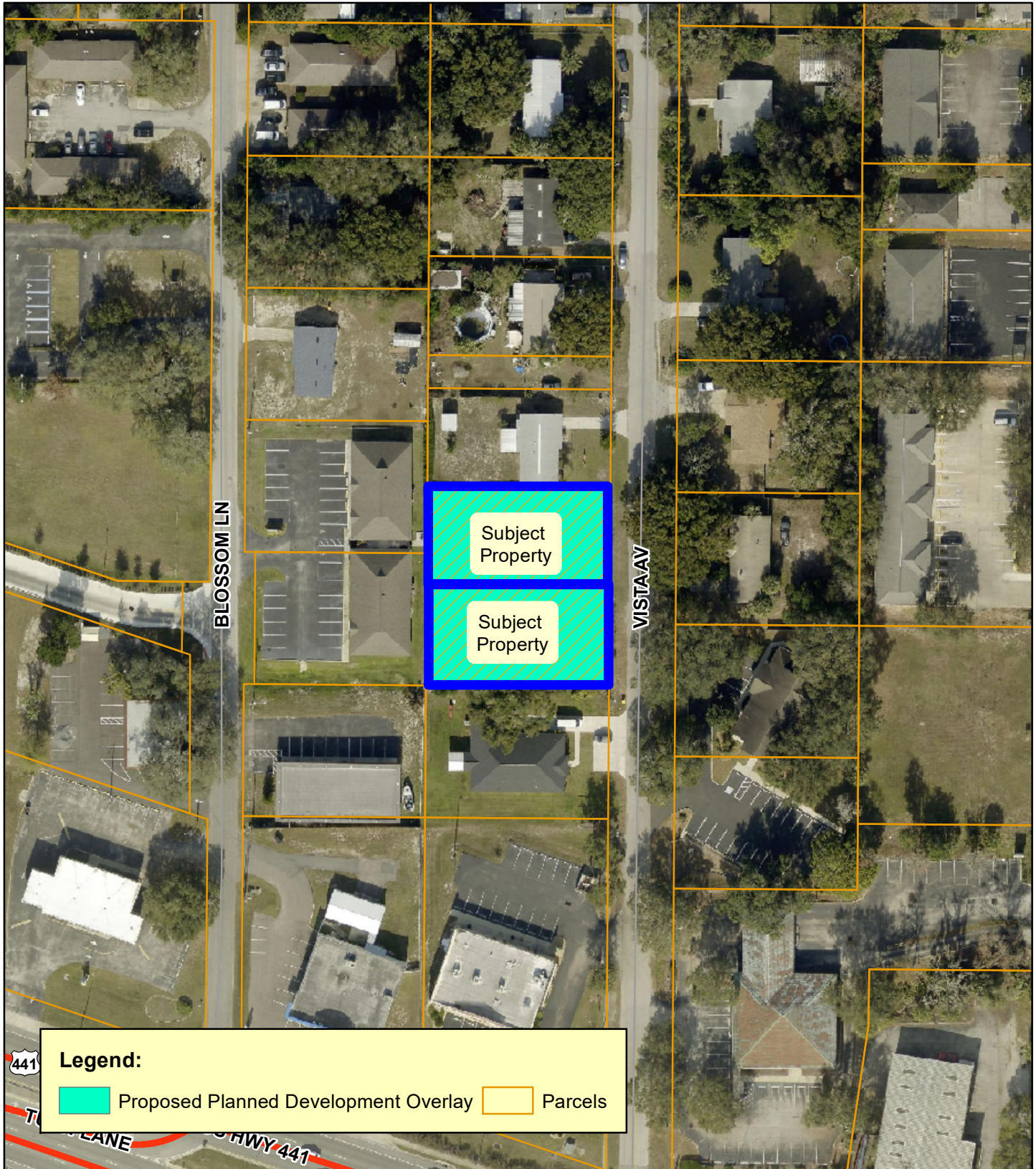


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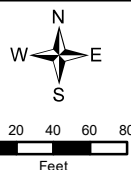


PUD-25-586 Vista Avenue PDO
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Proposed Planned Development Overlay



**Planning
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Division**

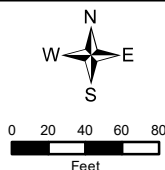


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Surrounding Land Uses

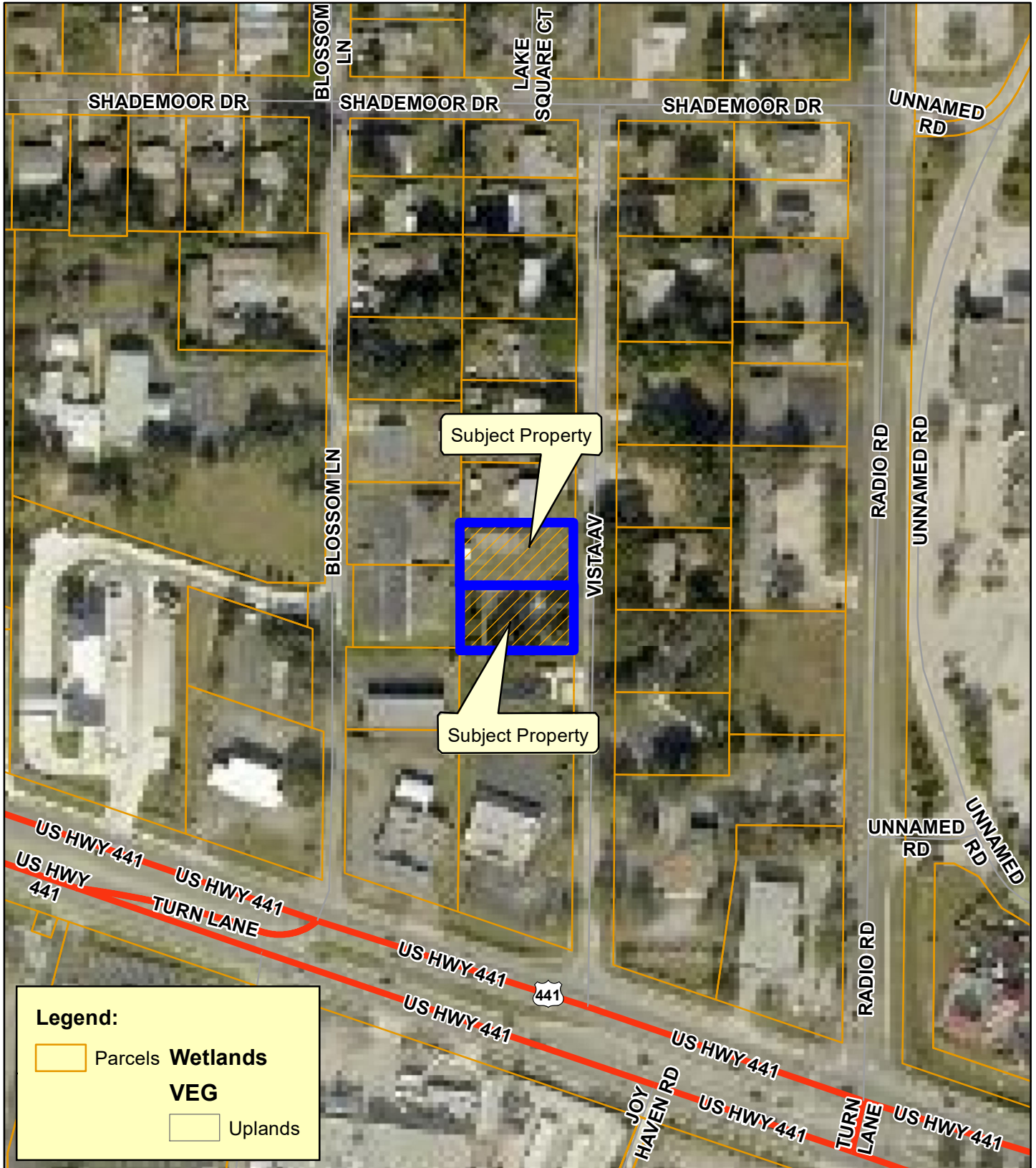


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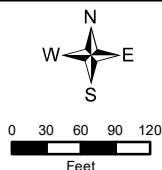


PUD-25-586 Vista Avenue PDO
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Flood and Wetlands

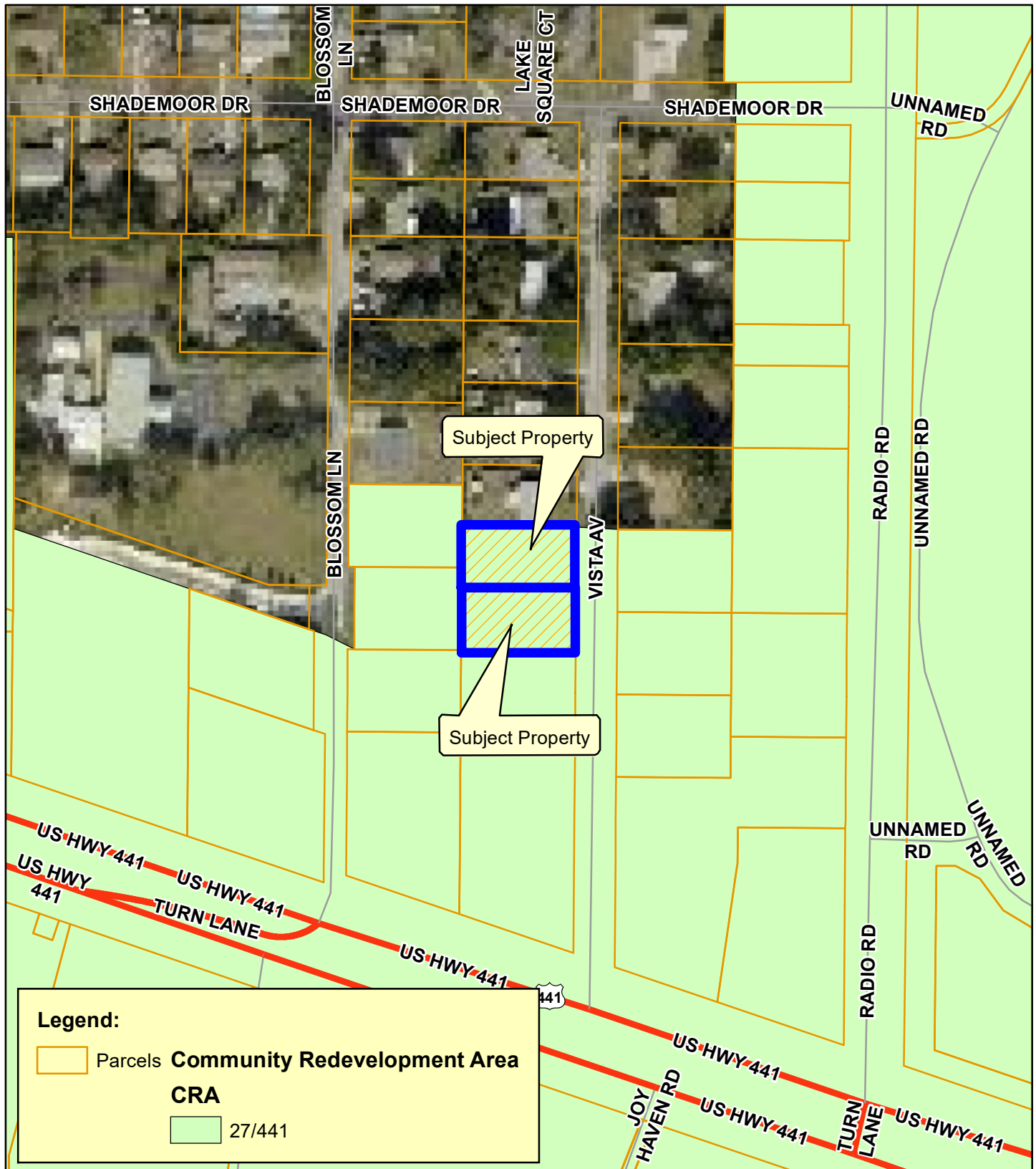


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Division**

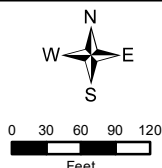


PUD-25-586 Vista Avenue PDO
 Vista Avenue, Leesburg, FL
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Community Redevelopment Area

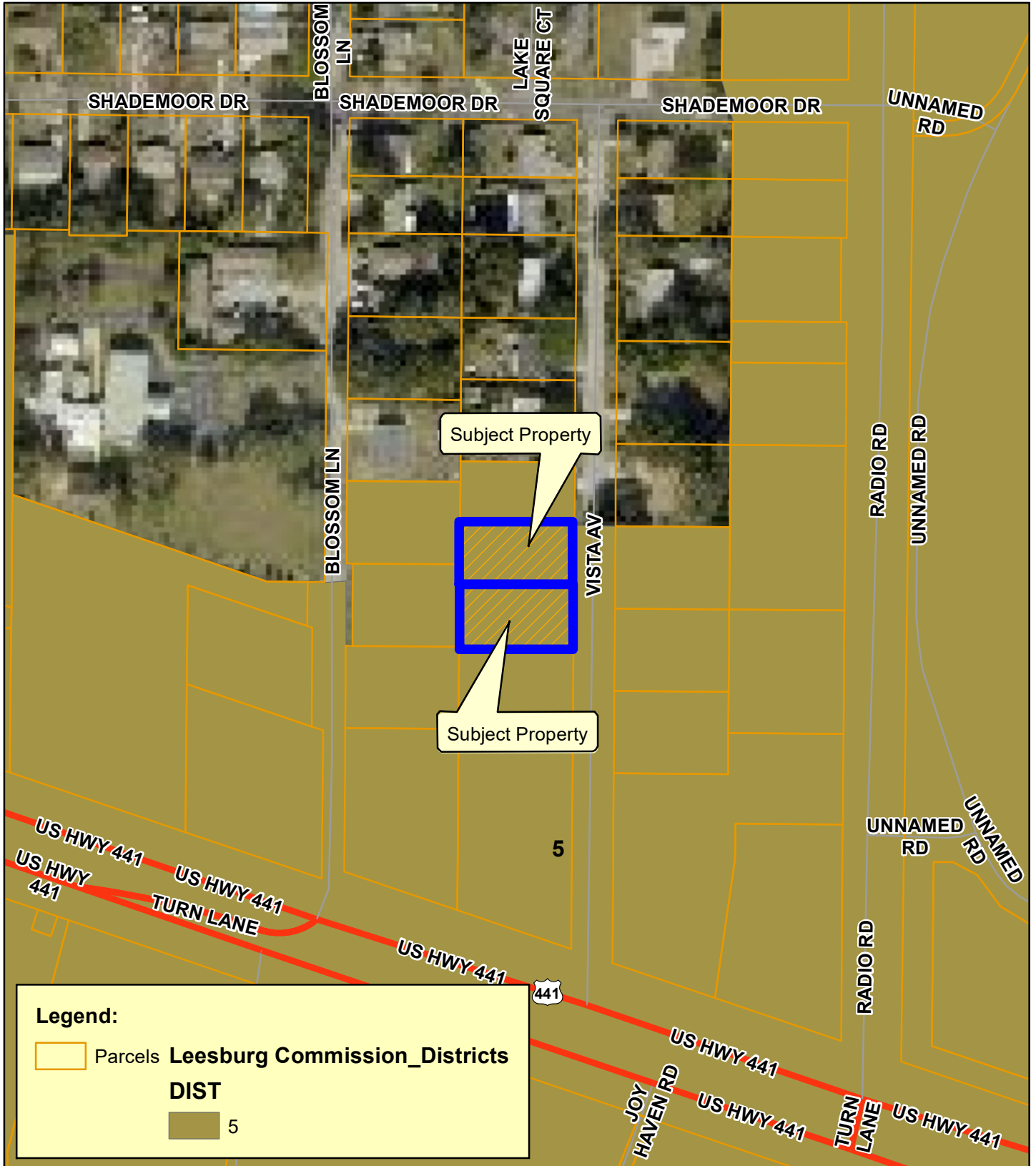


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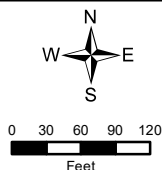


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Commission District



**Planning
& Zoning
Division**



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May 16, 2025

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.1.

Meeting Date: August 25, 2025

From: Melissa Arriaga, (Director of Human Resources)

Subject: An Ordinance of the City of Leesburg, Florida amending Chapter 17, Pensions and Retirement, Article IV, Police Officers' Retirement Fund, of the Code of Ordinances of the City of Leesburg, by amending Section 6, Benefit Amounts and Eligibility, and Section 28, Deferred Retirement Option Plan; providing for codification; providing for severability of provisions; repealing all Ordinances in conflict herewith and; providing an effective date.

Staff Recommendation:

Staff recommends approval of first reading of ordinance. Amendments to the City's Code of Ordinances, Chapter 17, Article IV, changes to Sections 6 and 28 of the City of Leesburg's Municipal Police Officers' Pension Trust Fund.

Analysis:

During this year's CBA re-opener negotiations, the City and Police Association agreed to make changes to Article 31, which were approved by the City Commission on July 14, 2025, to take effect on October 1. The following changes have been incorporated into the recommended ordinance amendment:

1. The multiplier to calculate the police pension will go from three percent (3%) to three and a quarter percent (3.25%) for all years of service for all members who retire on or after October 1, 2025. This retroactive change shall apply to all current, sworn members, including all DROP participants.
2. The DROP shall be extended from sixty (60) months to a maximum of ninety-six (96) months, and the members continue to have the choice of completing less than the entire period.

Procurement Analysis:

N/A

Options:

1. Approved first reading of requested changes, as presented, to the City's Code of Ordinances, Chapter 17, Article IV, Sections 6 and 28 of the Police Officers' Retirement Fund; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

These changes which total approximately \$554,655 have been included in the FY26 budget.

Account No. 001-2111-521-2211

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA AMENDING CHAPTER 17, PENSIONS AND RETIREMENT, ARTICLE IV, POLICE OFFICERS' RETIREMENT FUND, OF THE CODE OF ORDINANCES OF THE CITY OF LEESBURG, BY AMENDING SECTION 6, BENEFIT AMOUNTS AND ELIGIBILITY, AND SECTION 28, DEFERRED RETIREMENT OPTION PLAN; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AS FOLLOWS:

SECTION 1: That Chapter 17, Pensions and Retirement, Article IV, Police Officers' Retirement Fund, is hereby amended by amending as follows, Section 6, BENEFIT AMOUNTS AND ELIGIBILITY, Subsection 2., Normal Retirement Benefit, to read as follows:

SECTION 6: BENEFIT AMOUNTS AND ELIGIBILITY.

1. Normal Retirement Age and Date.

For a Member who was eligible for normal retirement on or before September 30, 2015, the Member's normal retirement age is the earlier of the attainment of age fifty (50) and the completion of twenty-five (25) years of Credited Service, or the attainment of age fifty-five (55) and the completion of ten (10) years of Credited Service. For a Member who is eligible for normal retirement on or after October 1, 2015, the Member's normal retirement age is the earlier of the attainment of age fifty-two (52) and the completion of twenty-five (25) years of Credited Service, or the attainment of age fifty-five (55) and the completion of ten (10) years of Credited Service. Each Member shall become one hundred percent (100%) vested in his accrued benefit at normal retirement age. A Member's normal retirement date shall be the first day of the month coincident with or next following the date the Member retires from the City after attaining normal retirement age.

2. Normal Retirement Benefit.

A Member retiring hereunder on or after his normal retirement date shall receive a monthly benefit which shall commence on the first day of the month coincident with or next following his Retirement and be continued thereafter during the Member's lifetime, ceasing upon the death, but with one hundred twenty (120) monthly payments guaranteed in any

event. The monthly retirement benefit shall equal three percent (3%) of Average Final Compensation, for each year of Credited Service prior to May 27, 2003, two percent (2%) of Average Final Compensation for each year of Credited Service between May 27, 2003 and September 30, 2009, two and one-half percent (2.5%) of Average Final Compensation for each year of Credited Service between October 1, 2009 and September 30, 2015, and three percent (3.0%) of Average Final Compensation for each year of Credited Service thereafter. Notwithstanding the foregoing, for Members who retire or enter the DROP on or after October 1, 2025, and for Members who are participating in the DROP as of October 1, 2025, the monthly retirement benefit shall equal three and a quarter percent (3.25%) for all years of Credited Service. For the avoidance of doubt this new benefit multiplier of three and a quarter percent (3.25%) is intended to apply retroactively to all years of Credited Service completed in whole or in part as of October 1, 2025. The monthly retirement benefit of the aforementioned eligible DROP participants shall be re-calculated by applying the change in increased benefit multiplier to all years of Credited Service and adjusting their respective monthly benefit amounts to be credited to their DROP accounts effective with the October 1, 2025 allocations and payable accordingly going forward.

[...]

SECTION 2: That Chapter 17, Pensions and Retirement, Article IV, Police Officers' Retirement Fund, is hereby amended by amending as follows, Section 28, DEFERRED RETIREMENT OPTION PROGRAM, Subsection 2, Participation, Paragraph C, Period of Participation, to read as follows:

SECTION 28: DEFERRED RETIREMENT OPTION PROGRAM.

[...]

2. Participation.

[...]

C. Period of Participation.

A Member who elects to participate in the DROP under subsection 2.B., shall participate in the DROP for a period not to exceed sixty (60) months beginning at the time his election to participate in the DROP first becomes effective. Notwithstanding, effective October 1, 2025, an eligible Member, as described herein, shall be eligible to participate in the DROP for a period not to exceed ninety-six (96) months. An eligible Member who entered the DROP prior to October 1, 2025, and has not reached their maximum DROP participation period of sixty (60) months as of October 1,

2025, may, in accordance with the conditions specified below, elect to extend their maximum DROP participation period from sixty (60) months to ninety-six (96) months. Upon approval by the Board, a Member's election to extend their participation in the DROP shall extend their respective DROP participation period as if the maximum participation period upon their original entry into the DROP was 96 months (e.g. adding 36 months to the initial 60-month maximum DROP participation period).

For Members who elect to extend their maximum DROP participation, the following conditions shall apply to such an extension:

- i. The election shall be irrevocable; and
- ii. The Member must, in writing,
 1. agree to terminate employment at the end of the extended DROP participation period; and
 2. submit an irrevocable, unconditional letter of resignation prior to extending their DROP where such resignation shall become effective on the earlier of the termination of the Member's employment, for any reason, or the last day of the extended maximum DROP participation period; and

iii. The Member must elect to extend the DROP participation period and submit the written requirements noted above prior to the end of the member's initial 60-month DROP participation period. In the event a Member who is eligible to extend their maximum DROP participation period does not elect timely to do so, the Member's DROP participation period shall not be extended, and the maximum DROP participation period shall remain at sixty (60) months. For a DROP participant who fails to terminate City employment at the expiration of their 96-month maximum DROP participation period, such Member shall be deemed not to be retired, the Member's DROP election shall be null and void, and the Member shall effectively have no accumulated DROP benefits for such period. Their membership in the plan shall be reestablished retroactively to the original date of the commencement of their DROP, and the Member shall be required to pay to the Pension Trust Fund all Member contributions owed (including the City's required contributions) for such period as if they had continued service with the City during the period such Member had participated in the DROP, plus an interest rate equal to the Pension Trust Fund's annual assumed investment return during each year the Member participated in the DROP. Any such Member shall no longer be eligible to participate in the DROP at any point prior to their retirement.

An election to participate in the DROP shall constitute an irrevocable election to resign from the service of the City not later than the

date provided for in the previous sentence. A Member may participate only once.

[...]

SECTION 3: Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Leesburg.

SECTION 4: All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 5: If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 6: This Ordinance shall become effective upon passage; however, the provisions of this Ordinance that are specified to take effect as of a date certain shall take effect as of the date specified herein.

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

Mayor

ATTEST:

City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.2.

Meeting Date: August 25, 2025

From: Melissa Arriaga, (Director of Human Resources)

Subject: An ordinance of the City of Leesburg, Florida amending Chapter 17, Pensions and Retirement, Article III, Municipal Firefighters Pension, of the Code of Ordinances of the City of Leesburg, by amending Section 1.1, Definitions; Section 1.3, Participants Contribution Account; Section 2.2, Normal Retirement and Retirement Income; providing for inclusion in the City's Code of Ordinances; providing for severability; repealing all Ordinances in conflict herewith; and providing for an effective date.

Staff Recommendation:

Staff recommends approval of first reading of ordinance. Amendments to the City's Code of Ordinances, Chapter 17, Article III, changes to Sections 1 and 2 of the Municipal Firefighters Pension plan.

Analysis:

During this year's CBA re-opener negotiations, the City and Fire union agreed to make changes to Article 25, which were approved by the Commission on July 14, 2025, to take effect on October 1. The following changes have been incorporated into the recommended ordinance amendment:

1. The member contribution will increase from 6.5% to 7.5%.
2. The firefighter's retirement plan will allow their salary to include no more than 100 hours of overtime as compensable.
3. Addition of a Deferred Retirement Option Plan (DROP) benefit.

Procurement Analysis:

N/A

Options:

1. Approve first reading of requested changes, as presented, to the City's Code of Ordinances, Chapter 17, Article III, Sections 1 and 2 of the Municipal Firefighters Pension plan.
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

These pension changes (including the contribution increase by the Fire members) will have an approximate budgetary impact of \$67,782 in FY26.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA AMENDING CHAPTER 17, PENSIONS AND RETIREMENT, ARTICLE III, MUNICIPAL FIREFIGHTERS PENSION, OF THE CODE OF ORDINANCES OF THE CITY OF LEESBURG, BY AMENDING SECTION 1.1, DEFINITIONS; SECTION 1.3, PARTICIPANTS CONTRIBUTION ACCOUNT; SECTION 2.2, NORMAL RETIREMENT AND RETIREMENT INCOME; PROVIDING FOR INCLUSION IN THE CITY'S CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Leesburg had established a defined benefit plan for the members of the City of Leesburg Fire Department entitled the City of Leesburg Municipal Firefighters' Retirement Plan ("Retirement Plan"); and

WHEREAS, the Board of Trustees for the Retirement Plan are providing an ordinance amendment to confirm with the negotiations between the City and the Union providing for an increase in the member contribution rate, allowing for inclusion of overtime, and creating a Deferred Retirement Option; and,

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

SECTION 1: That Chapter 17, Pensions and Retirement, Article III, Municipal Firefighters Pension, Section 1.1, is hereby amended as follows:

1.1 DEFINITIONS

(7) **Basic Compensation:** The total compensation actually paid to the Participant in a calendar year by the City, excluding ~~any overtime pay~~, shift differential, commissions, bonus payments, accrued annual leave, accrued sick leave, accrued compensatory time, payments made for any accrued unused sick or annual leave, expense allowances, working out of class pay and all other extraordinary compensation, plus all tax deferred or tax exempt items of compensation. As of October 1, 2025, Basic Compensation shall include overtime up to 100 hours per calendar year.

SECTION 2: That Chapter 17, Pensions and Retirement, Article III, Municipal Firefighters Pension, Section 1.3, is hereby amended as follows:

1.3 – PARTICIPANTS CONTRIBUTION ACCOUNT

~~Each Participant will contribute toward the cost of the Plan an amount equal to 5% of the Participants Basic Compensation.~~ Effective April 1, 1994 each Participant will contribute towards the cost of the Plan an amount equal to 6.5% to the Participant's Basic Compensation. Effective October 1, 2025, each Participant will contribute towards the Plan in an amount equal to 7.5% of the Participant's Basic Compensation.

SECTION 3: That Chapter 17, Pensions and Retirement, Article III, Municipal Firefighters Pension, Section 2.2, is hereby amended as follows:

2.2 – NORMAL RETIREMENT AND RETIREMENT INCOME

(D) Supplemental Retirement Income:

Any Participant that separates from employment as a firefighter on or after January 1, 2011, who qualifies for Normal Retirement, Early Retirement, or Disability Retirement under provisions of the Plan shall be entitled to a monthly Supplemental Retirement Income of \$10.50 per month per year of Credited Service. Any Participant who enters the DROP on or after October 1, 2025 shall be entitled to a monthly Supplemental Retirement Income of \$10.50 per month per year of Credited Service. The Supplemental Retirement Income monthly payments shall be payable commencing with the payment of monthly retirement benefits upon the earlier of entry into the DROP or upon separation of service for Normal Retirement, Early Retirement, or Disability Retirement. Participants will receive payments until they have been paid one hundred fifty-six (156) monthly payments, or until Participant's death, whichever comes first.

SECTION 4: That Chapter 17, Pensions and Retirement, Article III, Municipal Firefighters Pension, Section 2.2, is hereby amended as follows:

2.2 – NORMAL RETIREMENT AND RETIREMENT INCOME

(F) DEFERRED OPTION RETIREMENT PLAN (DROP): A Deferred Retirement Option Program is hereby created.

(a) Any Active employee who becomes eligible for normal retirement on or after October 1, 2025, may request, in writing, to participate in DROP as set forth in this subsection.

(b) As of DROP participation date, Members will cease to accrue any additional service credit. Credited service and salary used for the calculation of your monthly retirement benefit will freeze as of the Member's DROP participation date. Member will cease making contributions to the Plan as defined in Section 1.3.

(c) The total years of participation in DROP may not exceed five years. A Member's monthly retirement benefit will be deposited into the DROP until the earlier of:

1. A total of 60 monthly payments.
2. The Member separates from Service prior to the 60 monthly payments.

(d) Upon entering the DROP, your retirement benefit is immediately calculated and each monthly benefit is deposited into your DROP account. Your account earns an investment return equal to the net investment return realized by the system for that quarter. You could experience losses as well as gains.

(e) Upon separation of service, Members in the DROP will receive the balance in the DROP

account in a lump sum. No payments will be made from the DROP unless the Member terminates employment.

(f) If a Member dies prior to receiving payments from the DROP, the designated beneficiary shall have the same rights of distribution as the Member.

(g) The decision to enter the DROP is irrevocable. Each firefighter who enters the DROP is required to execute whatever documents the Board of Trustees promulgates, which shall include, at a minimum, an agreement that he or she will resign from the City of Leesburg Fire Department no later than five years from actual date of entering the DROP.

(h) Once you enter DROP, you are no longer eligible for disability or pre-retirement death benefits, nor do you accrue any additional credited service. Your retirement benefit is fixed as of your entry date. You pay no member contributions to the plan once you enter DROP.

(i) Participation in DROP is not a guarantee of employment and DROP participants shall be subject to the same employment standards and policies that are applicable to employees who are not DROP participants.

(j) The board of trustees have the power to make such administrative rules as are necessary for the efficient implementation and operation of the DROP plan and to ensure compliance with applicable provisions of the Internal Revenue Code.

SECTION 5. It is the intention of the City Commission, and it is hereby ordained, that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Leesburg, that the sections of the Ordinance may be renumbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word as the context so requires.

SECTION 6. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 7. If any word, sentence, clause, phrase, or provision of this Ordinance, for any reason, is held to be unconstitutional, void, or invalid, the validity of the remainder of this Ordinance shall not be affected thereby.

SECTION 8. This Ordinance shall take effect immediately upon its passage unless otherwise indicated.

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

Mayor

ATTEST:

City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.3.

Meeting Date: August 25, 2025

From: Dan Miller, (Planning and Zoning Director), Max Vanallen, (Planner)

Subject: An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 596.29 +/- acres; and being generally located east of County Road 48 and south of Ronald Reagan Turnpike, lying in Sections 28, 29, and 32, Township 20 South, Range 24 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date. (Oak Ridge ANNX)

Staff Recommendation:

The Planning and Zoning staff recommend approval of the proposed ordinance for annexation of 596.29 +/- acres.

Analysis:

The applicant has submitted a request for annexation of approximately 596.29 +/- acres, generally located east of County Road 48 and south of Ronald Reagan Turnpike, as shown on the attached General Location Map. At this time, the property is undeveloped. The current zoning is Lake A (Agriculture); the proposed zoning is City PUD (Planned Unit Development) The reason for this request is to allow 910 single-family attached and detached units, consisting of 642 detached units and 268 villa units.

The property is surrounded by Lake County A (Agriculture); City PUD (Planned Unit Development), and City ARD (Age Restricted Development). Under the requirements, conditions, and permitted uses of the PUD (Planned Unit Development) Rezoning case which is also on this agenda, no negative impacts are anticipated on adjacent properties.

Also, on this City Commission agenda is a Large-Scale Comprehensive Plan Amendment, which, along with the PUD Rezoning Application, had recommendations for approval from the staff. The Planning Commission at the public hearing held on July 31, 2025, recommended denial with a 5-2 vote, citing concerns of water consumption, nearby wetlands, density, and noted the need for childcare/education options.

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 significant 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 596.29 +/- ACRES; AND BEING GENERALLY LOCATED EAST OF COUNTY ROAD 48 AND SOUTH OF RONALD REAGAN TURNPIKE, LYING IN SECTIONS 28, 29, AND 32, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; PROVIDING THAT SAID PROPERTY SO ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY; PROVIDING THAT SUCH ANNEXED PROPERTY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL SUCH TERRITORY HAD BEEN A PART OF THE CITY OF LEESBURG AT THE TIME OF PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES; PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE PLACED IN CITY COMMISSION DISTRICT 3; AND PROVIDING AN EFFECTIVE DATE. (OAK RIDGE ANNX)

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

Section 1

Based upon the petition of SD 48 Group LLC, Petitioner, "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 3;

Section 3.

All ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed;

Section 4.

This ordinance shall become effective immediately upon approval at second reading.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the _____ day of _____, 2025.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

A PARCEL OF LAND LYING IN SECTIONS 28, 29, 32 AND 33, TOWNSHIP 20 SOUTH, RANGE 24 EAST OF LAKE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 28 AND THE NORTHWEST CORNER OF LOT 42 OF CLEARWATER RESERVE PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 57, PAGES 89 THROUGH 94 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 00° 48' 05" WEST ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 28 FOR A DISTANCE OF 1325.78 FEET TO THE NORTH 1/4 CORNER OF SAID SECTION 33; THENCE RUN NORTH 89° 09' 12" WEST ALONG THE NORTH LINE OF SAID SECTION 33 FOR A DISTANCE OF 1324.20 FEET TO THE NORTHEAST CORNER OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 33; THENCE RUN SOUTH 00° 38' 58" WEST ALONG THE EAST LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 33 FOR A DISTANCE OF 1246.47 FEET; THENCE DEPARTING SAID EAST LINE RUN NORTH 87° 23' 18" WEST FOR A DISTANCE OF 4456.81 FEET; THENCE RUN NORTH 31° 56' 09" WEST FOR A DISTANCE OF 405.63 FEET TO THE EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD 48, ACCORDING TO PROJECT NO. 1092; THENCE RUN NORTH 29° 00' 47" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 3873.04 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 29; THENCE RUN SOUTH 89° 13' 43" EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 1517.30 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 28; THENCE RUN SOUTH 89° 13' 32" EAST ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 28 FOR A DISTANCE OF 1323.29 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 28; THENCE RUN SOUTH 00° 50' 31" WEST ALONG THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 28 FOR A DISTANCE OF 662.43 FEET TO THE NORTH LINE OF THE SOUTH 3/4 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 28; THENCE RUN SOUTH 89° 12' 20" EAST ALONG SAID NORTH LINE FOR A DISTANCE OF 1323.81 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 28; THENCE RUN SOUTH 89° 15' 48" EAST ALONG THE NORTH LINE THEREOF FOR A DISTANCE OF 1322.89 FEET TO THE NORTHEAST CORNER THEREOF; THENCE RUN SOUTH 00° 48' 08" WEST ALONG THE EAST LINE THEREOF FOR A DISTANCE OF 662.02 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE RUN NORTH 89° 18' 04" WEST ALONG THE SOUTH LINE THEREOF FOR A DISTANCE OF 1322.88 FEET TO THE POINT OF BEGINNING.

CONTAINING 417.79 ACRES, MORE OR LESS.

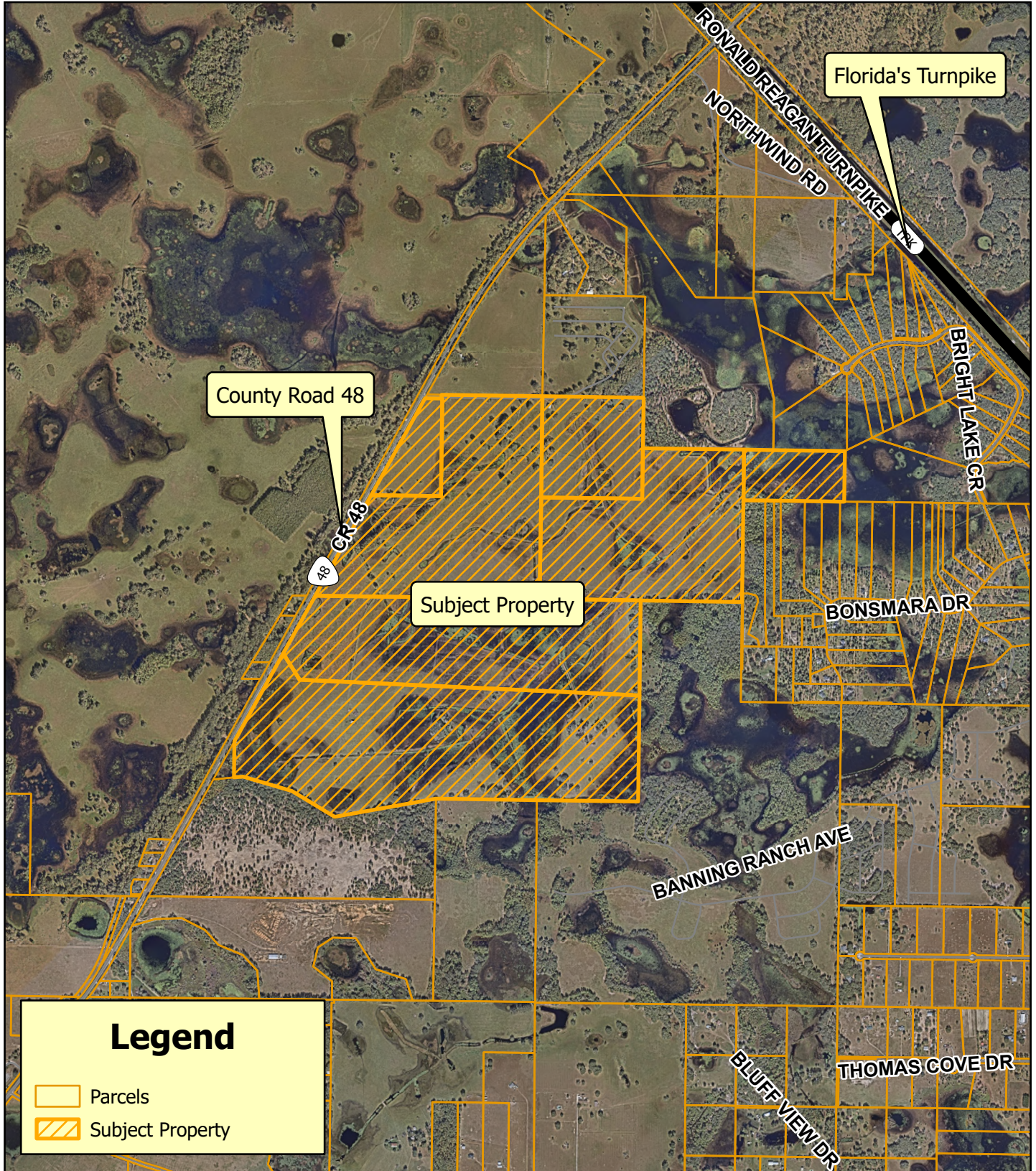
LEGAL DESCRIPTION:

A PORTION OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 24 EAST, AND A PORTION OF THE WEST ONE HALF OF THE NORTHWEST ONE QUARTER OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

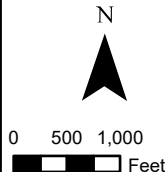
COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST ONE QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH RANGE 24 EAST LAKE COUNTY FLORIDA; THENCE NORTH 89°41'38" WEST ALONG THE NORTH LINE OF THE SAID NORTHEAST ONE QUARTER A DISTANCE OF 2642.11 FEET TO THE NORTHWEST CORNER OF THE SAID NORTHEAST ONE QUARTER OF SAID SECTION 32; THENCE RUN NORTH 89°38'44" WEST ALONG THE NORTH LINE OF THE NORTHWEST ONE QUARTER OF SAID SECTION 32 A DISTANCE OF 294.10 FEET TO THE EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD #48; THENCE RUN SOUTH 28°35'10" WEST ALONG THE SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 866.54 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT OF WAY LINE RUN SOUTH 32°23'03" EAST A DISTANCE OF 405.37 FEET; THENCE RUN SOUTH 87°50'12" EAST A DISTANCE OF 4456.51 FEET TO THE EAST LINE OF THE AFORESAID WEST ONE HALF OF THE NORTHWEST ONE QUARTER OF SAID SECTION 33; THENCE RUN SOUTH 00°12'25" WEST A DISTANCE OF 1338.44 FEET TO THE SOUTHEAST CORNER OF THE SAID WEST ONE HALF OF THE NORTHWEST ONE QUARTER OF SAID SECTION 33; THENCE NORTH 89°40'37" WEST ALONG THE SOUTH LINE OF THE SAID WEST ONE HALF OF THE NORTHWEST ONE QUARTER OF SAID SECTION 33 A DISTANCE OF 1327.83 FEET TO THE SOUTHEAST CORNER OF NORTHEAST ONE QUARTER OF THE AFORESAID SECTION 32; THENCE RUN NORTH 89°39'53" WEST ALONG THE SOUTH LINE OF THE SAID NORTHEAST ONE QUARTER A DISTANCE OF 1322.37 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST ONE QUARTER OF THE SOUTHEAST ONE QUARTER OF SAID SECTION 32 TO THE NORTH LINE OF PROPERTY RECORDED IN OFFICIAL RECORDS BOOK 3095 PAGE 1479 PUBLIC RECORDS OF LAKE COUNTY FLORIDA; THENCE RUN SOUTH 79°17'47" WEST ALONG SAID NORTH LINE A DISTANCE OF 1346.90 FEET TO A 4"X4" CONCRETE MONUMENT; THENCE RUN NORTH 59°22'54" WEST ALONG SAID NORTH LINE A DISTANCE OF 657.17 FEET TO A 4"X4" CONCRETE MONUMENT; THENCE RUN NORTH 73°59'09" WEST ALONG SAID NORTH LINE A DISTANCE OF 666.10 FEET TO A 4"X4" CONCRETE MONUMENT; THENCE RUN SOUTH 83°46'24" WEST ALONG SAID NORTH LINE A DISTANCE OF 119.21 FEET TO THE WEST LINE OF THE EAST ONE HALF OF THE NORTHWEST ONE QUARTER OF SAID SECTION 32; THENCE RUN NORTH 00°20'39" EAST ALONG SAID WEST LINE A DISTANCE OF 472.82 FEET TO THE SAID EASTERLY THE RIGHT-OF-WAY LINE FOR COUNTY ROAD 48; THENCE RUN NORTH 28°35'10" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 1315.98 FEET TO THE POINT OF BEGINNING.

CONTAINING 178.50 ACRES, MORE OR LESS.

Extended Locator

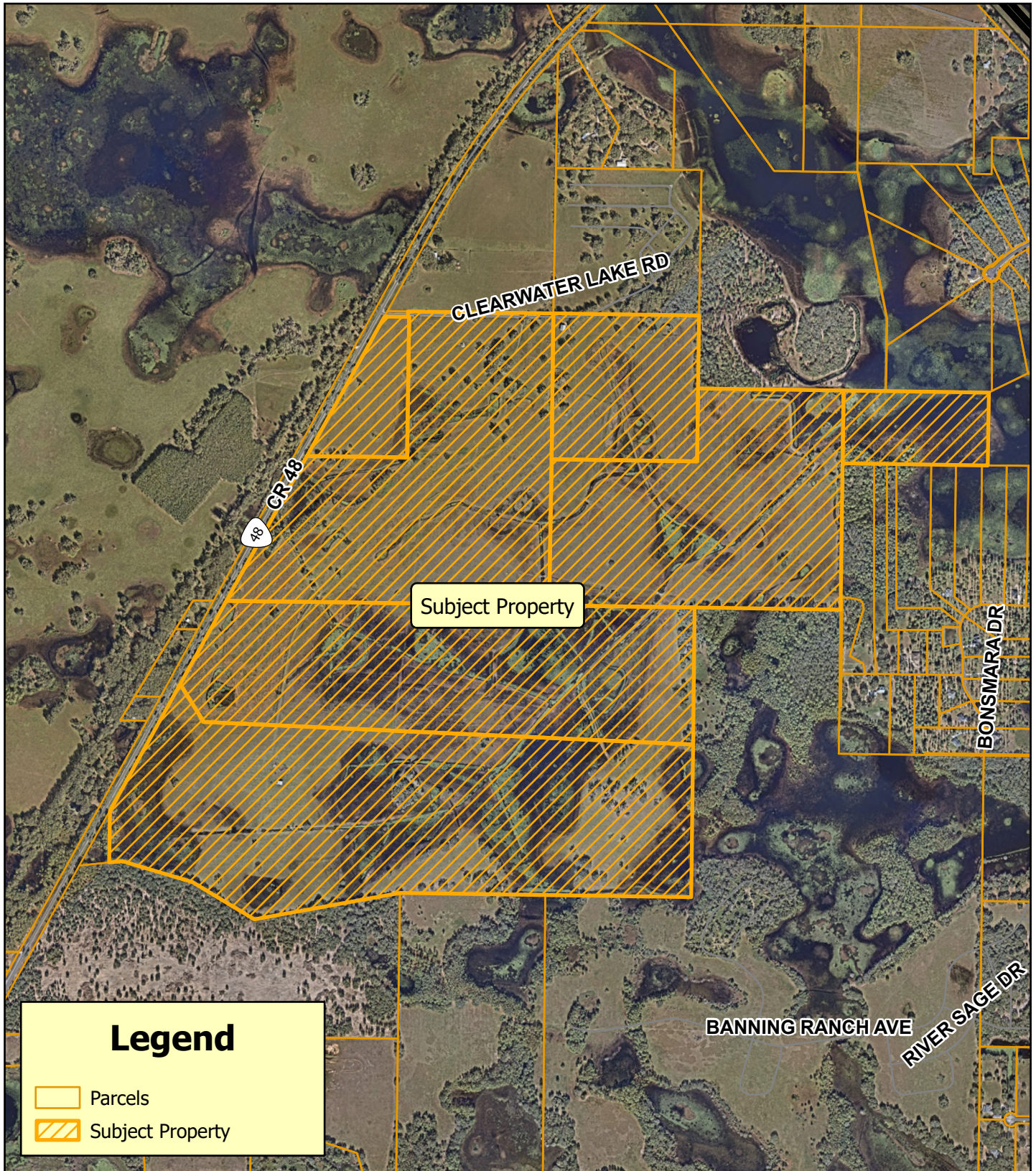


**Planning
& Zoning
Division**



Oak Ridge
ANNX-25-546; LSCP-25-547; PUD-25-548
Alternate Key(s): 1296536, 3876339, 1800986,
1775264, 1775205, 3907170, 2546042
Section 28, 29, 32 Township 20 South, Range 24 East
May 29, 2025

Aerial

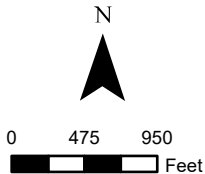


Legend

- Parcels
- Subject Property

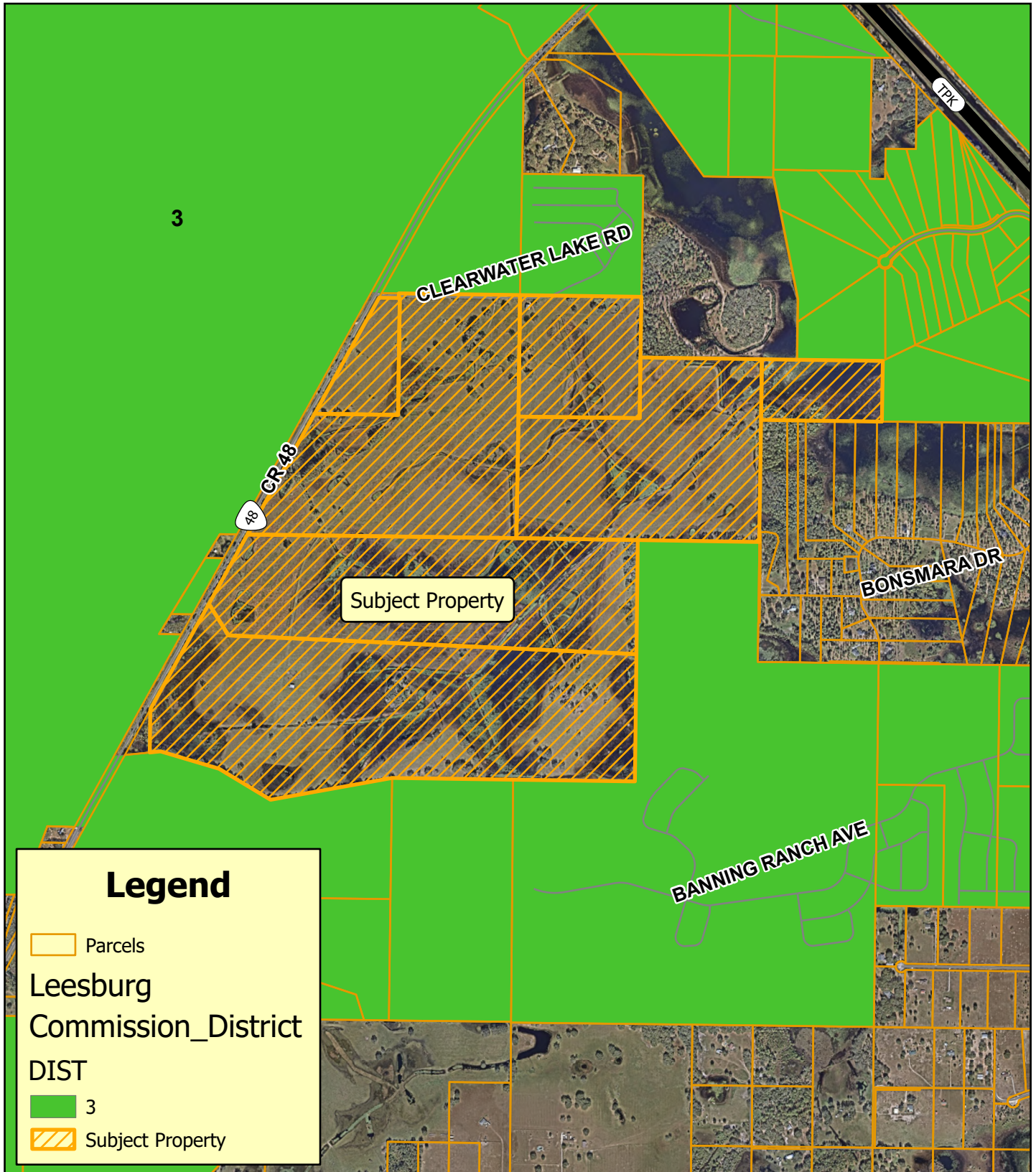


**Planning
& Zoning
Division**

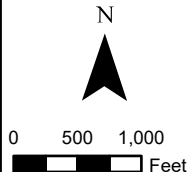


Oak Ridge
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Alternate Key(s): 1296536, 3876339, 1800986,
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Commission District



**Planning
& Zoning
Division**



Oak Ridge
ANNX-25-546; LSCP-25-547; PUD-25-548
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1775264, 1775205, 3907170, 2546042
Section 28, 29, 32 Township 20 South, Range 24 East
June 25, 2025

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.4.

Meeting Date: August 25, 2025

From: Dan Miller, (Planning and Zoning Director), Max Vanallen, (Planner)

Subject: An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 596.29 +/- acres from Lake County Rural to City of Leesburg Estate Residential, for a property generally located east of County Road 48 and south of Ronald Reagan Turnpike, lying in Sections 28, 29, and 32, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Oak Ridge LSCP)

Staff Recommendation:

The Planning & Zoning Staff recommend approval of the proposed Large-Scale Comprehensive Plan Amendment of the City's Future Land Use Map on 596.29 +/- acres from Lake County Rural to City of Leesburg Estate Residential.

Analysis:

The project site is approximately 596.29 +/- acres. The property is generally located east of County Road 48 and south of Ronald Reagan Turnpike. Currently, the property is undeveloped. The proposed use is 910 single-family attached and detached units, consisting of 642 detached units and 268 villa units. The surrounding Future Land Use Map designations of Lake County Rural; City Estate Residential, City Age Restricted Development, and City Neighborhood Mixed Use are compatible with the proposed future land use designation of City Estate Residential. The proposed zoning designation of 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, as it is along the developing County Road 48 Corridor.

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 July 31, 2025, and recommended denial, 5-2, citing concerns of water consumption, nearby wetlands, density, and noted the need for childcare/education options.

Procurement Analysis:

N/A

Options:

1. Approve the requested large-scale comprehensive plan amendment from Lake County Rural to City of Leesburg Estate Residential; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

Future development of this site will create a substantial positive fiscal impact on the City of Leesburg, in the form of impact and utility fees, plus ad valorem taxes.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY CONTAINING 596.29 +/- ACRES FROM LAKE COUNTY RURAL TO CITY OF LEESBURG ESTATE RESIDENTIAL, FOR A PROPERTY GENERALLY LOCATED EAST OF COUNTY ROAD 48 AND SOUTH OF RONALD REAGAN TURNPIKE, LYING IN SECTIONS 28, 29, AND 32, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (OAK RIDGE LSCP)

WHEREAS, the City Commission has received written objections, recommendations, and comments from the City of Leesburg Planning Commission, acting as the Local Planning Agenda, regarding amendment of the Comprehensive Plan of the City of Leesburg, and has made recommendations to the City Commission for amendment of the Plan; and

WHEREAS, the City Commission of the City of Leesburg has held public hearings on the proposed amendment to the plan, in light of written comments, proposals and objections from the general public;

NOW, THEREFORE,

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

Section 1.

The Growth Management Plan of the City of Leesburg, adopted by the City of Leesburg on November 25, 2024, 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 596.29 acres of land generally located east of County Road 48 and south of Ronald Reagan Turnpike from Lake County Rural to City of Leesburg Estate Residential, as shown on the revised map of said area, lying in Sections 28, 29, 32, Township 20 South, Range 24 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 with any of the provisions of this ordinance are hereby repealed;

Section 4.

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

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the _____ day of _____, 2025.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

A PARCEL OF LAND LYING IN SECTIONS 28, 29, 32 AND 33, TOWNSHIP 20 SOUTH, RANGE 24 EAST OF LAKE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 28 AND THE NORTHWEST CORNER OF LOT 42 OF CLEARWATER RESERVE PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 57, PAGES 89 THROUGH 94 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 00° 48' 05" WEST ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 28 FOR A DISTANCE OF 1325.78 FEET TO THE NORTH 1/4 CORNER OF SAID SECTION 33; THENCE RUN NORTH 89° 09' 12" WEST ALONG THE NORTH LINE OF SAID SECTION 33 FOR A DISTANCE OF 1324.20 FEET TO THE NORTHEAST CORNER OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 33; THENCE RUN SOUTH 00° 38' 58" WEST ALONG THE EAST LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 33 FOR A DISTANCE OF 1246.47 FEET; THENCE DEPARTING SAID EAST LINE RUN NORTH 87° 23' 18" WEST FOR A DISTANCE OF 4456.81 FEET; THENCE RUN NORTH 31° 56' 09" WEST FOR A DISTANCE OF 405.63 FEET TO THE EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD 48, ACCORDING TO PROJECT NO. 1092; THENCE RUN NORTH 29° 00' 47" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 3873.04 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 29; THENCE RUN SOUTH 89° 13' 43" EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 1517.30 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 28; THENCE RUN SOUTH 89° 13' 32" EAST ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 28 FOR A DISTANCE OF 1323.29 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 28; THENCE RUN SOUTH 00° 50' 31" WEST ALONG THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 28 FOR A DISTANCE OF 662.43 FEET TO THE NORTH LINE OF THE SOUTH 3/4 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 28; THENCE RUN SOUTH 89° 12' 20" EAST ALONG SAID NORTH LINE FOR A DISTANCE OF 1323.81 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 28; THENCE RUN SOUTH 89° 15' 48" EAST ALONG THE NORTH LINE THEREOF FOR A DISTANCE OF 1322.89 FEET TO THE NORTHEAST CORNER THEREOF; THENCE RUN SOUTH 00° 48' 08" WEST ALONG THE EAST LINE THEREOF FOR A DISTANCE OF 662.02 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE RUN NORTH 89° 18' 04" WEST ALONG THE SOUTH LINE THEREOF FOR A DISTANCE OF 1322.88 FEET TO THE POINT OF BEGINNING.

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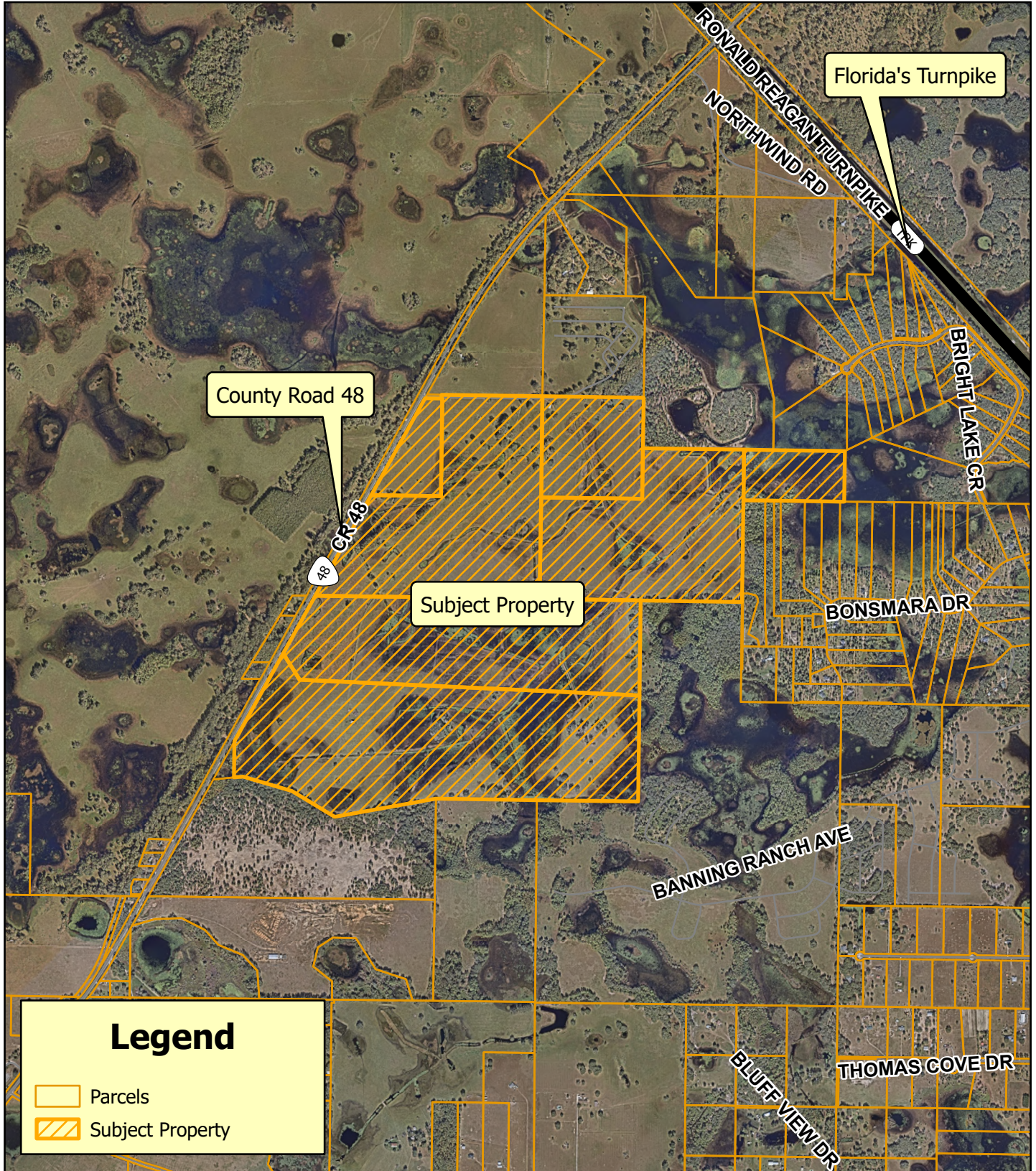
LEGAL DESCRIPTION:

A PORTION OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 24 EAST, AND A PORTION OF THE WEST ONE HALF OF THE NORTHWEST ONE QUARTER OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

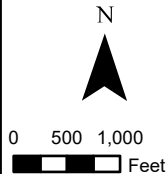
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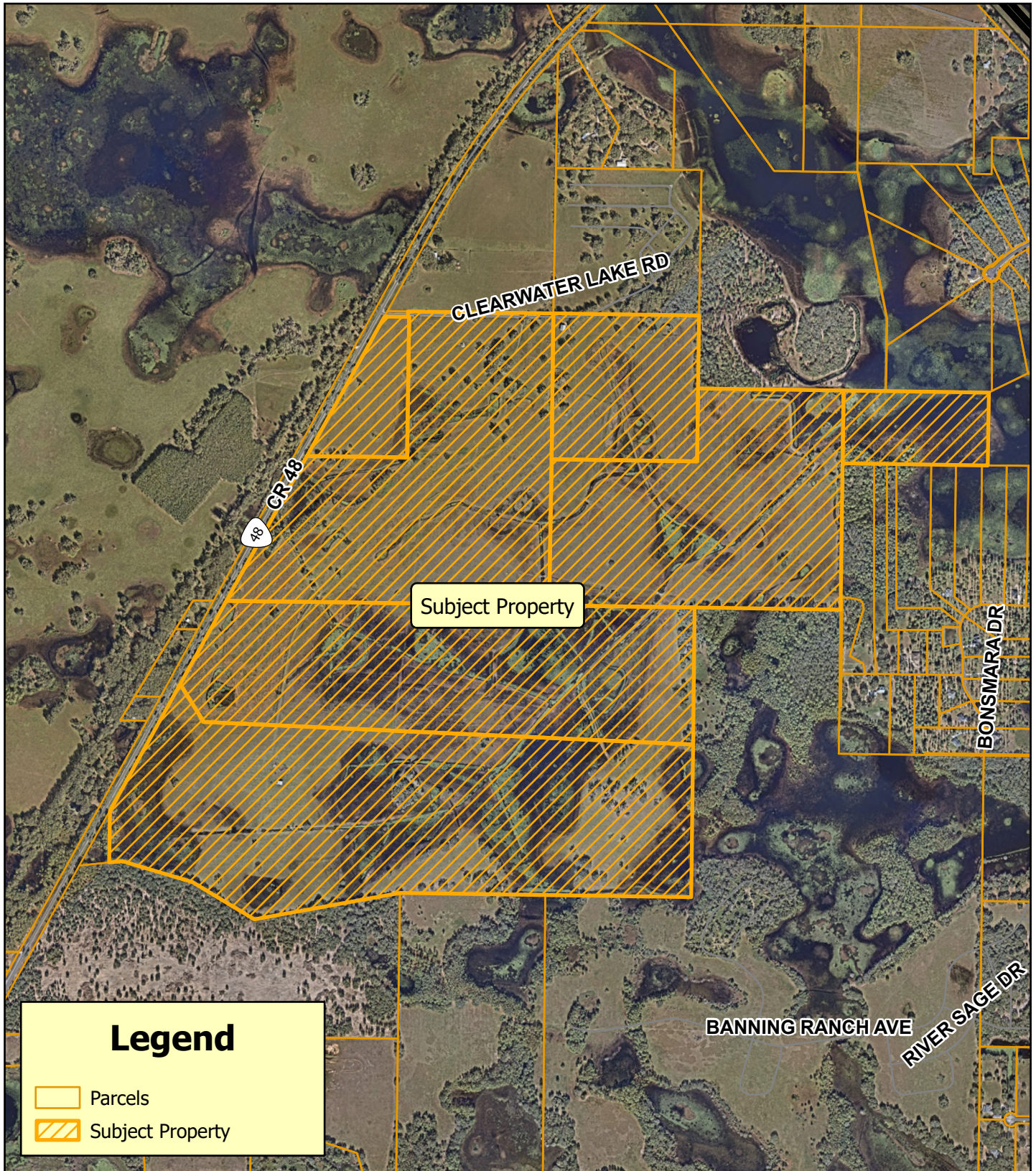


**Planning
& Zoning
Division**



Oak Ridge
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Alternate Key(s): 1296536, 3876339, 1800986,
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Section 28, 29, 32 Township 20 South, Range 24 East
May 29, 2025

Aerial

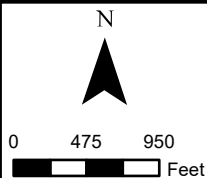


Legend

- Parcels
- Subject Property

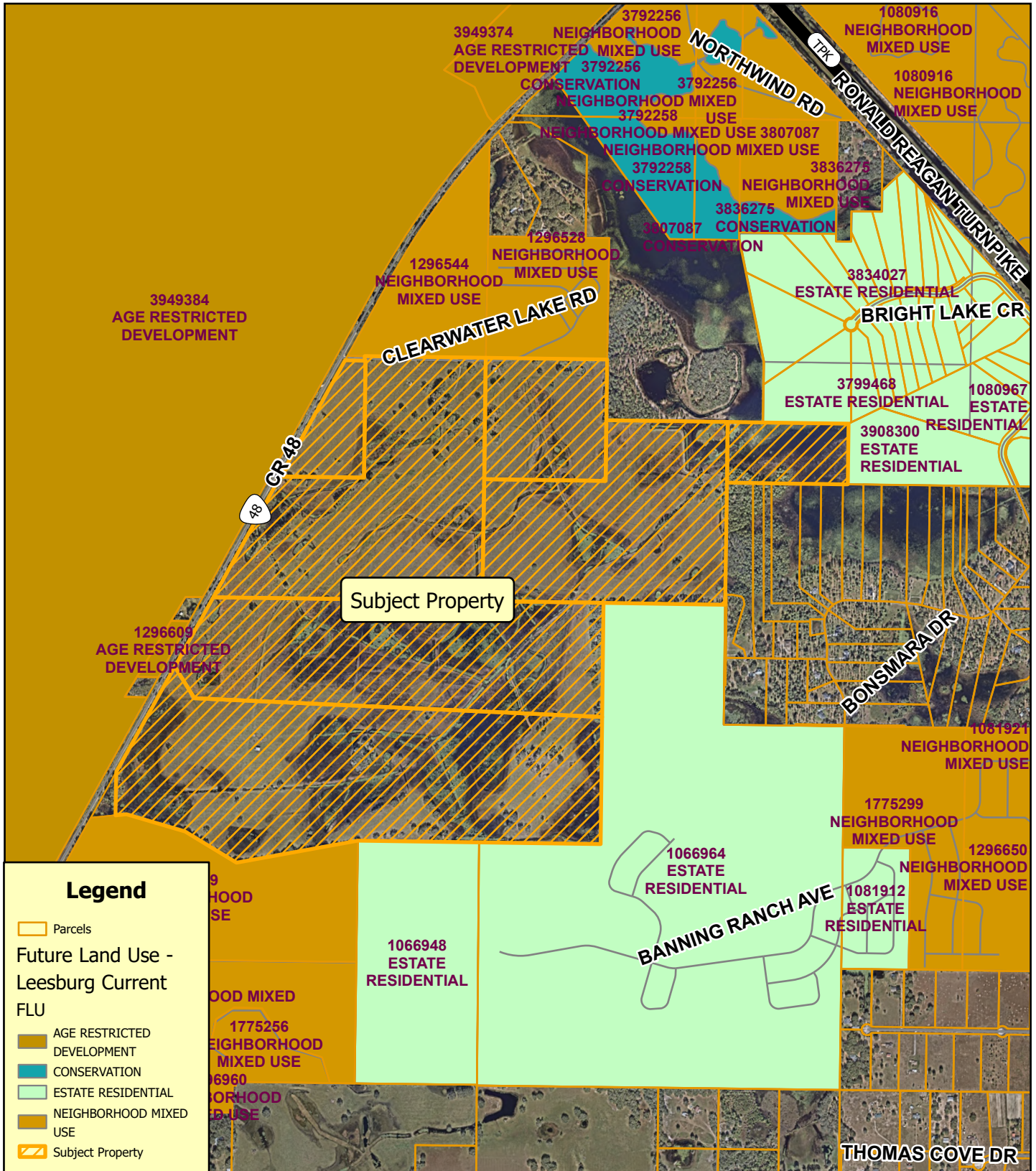


**Planning
& Zoning
Division**

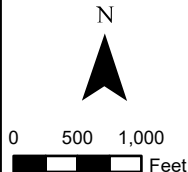


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1775264, 1775205, 3907170, 2546042
Section 28, 29, 32 Township 20 South, Range 24 East
May 29, 2025

Future Land Use

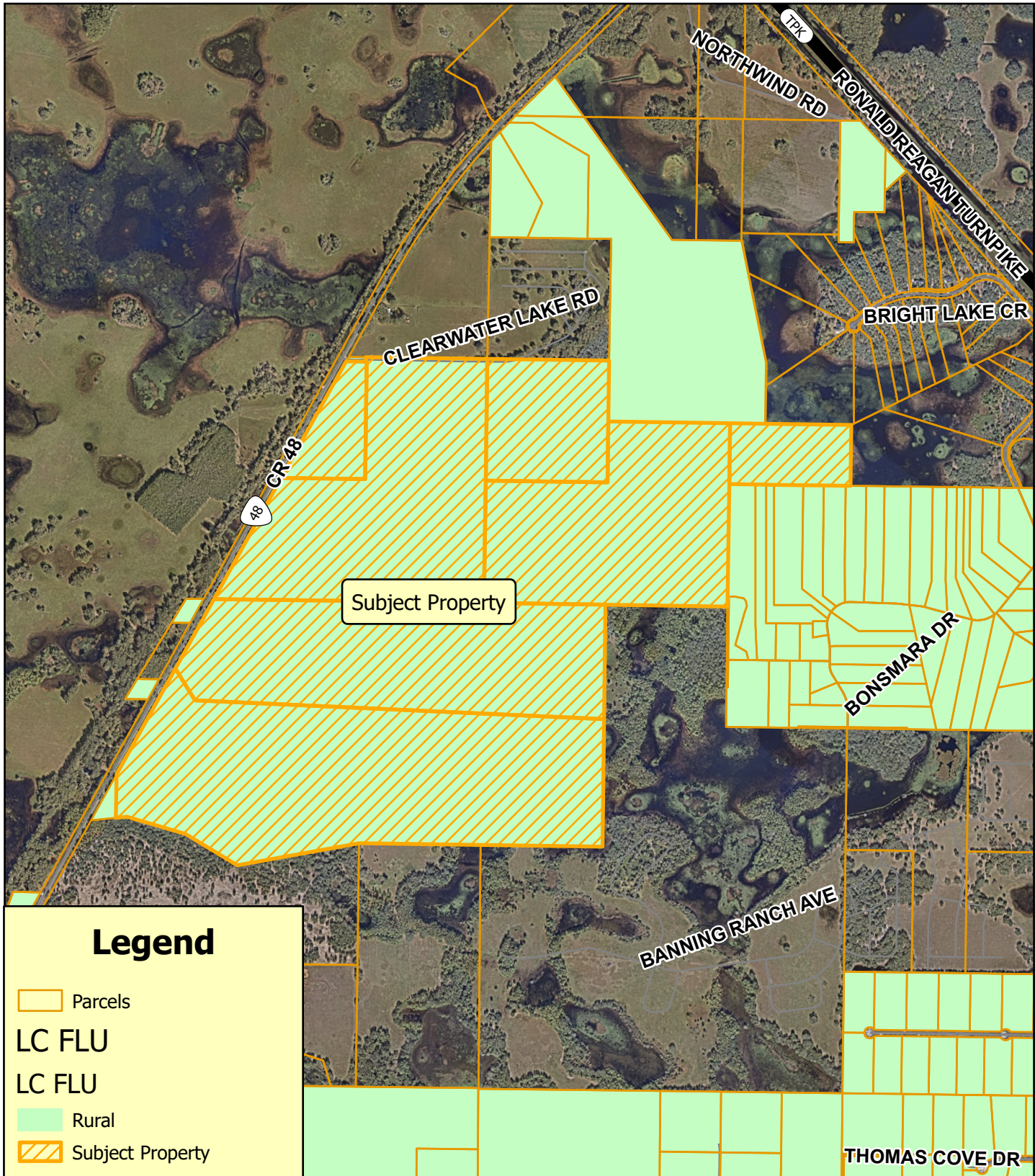


**Planning
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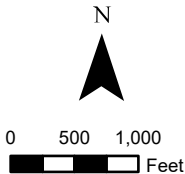


Oak Ridge
 ANNX-25-546; LSCP-25-547; PUD-25-548
 Alternate Key(s): 1296536, 3876339, 1800986,
 1775264, 1775205, 3907170, 2546042
 Section 28, 29, 32 Township 20 South, Range 24 East
 May 29, 2025

Lake County Future Land Use

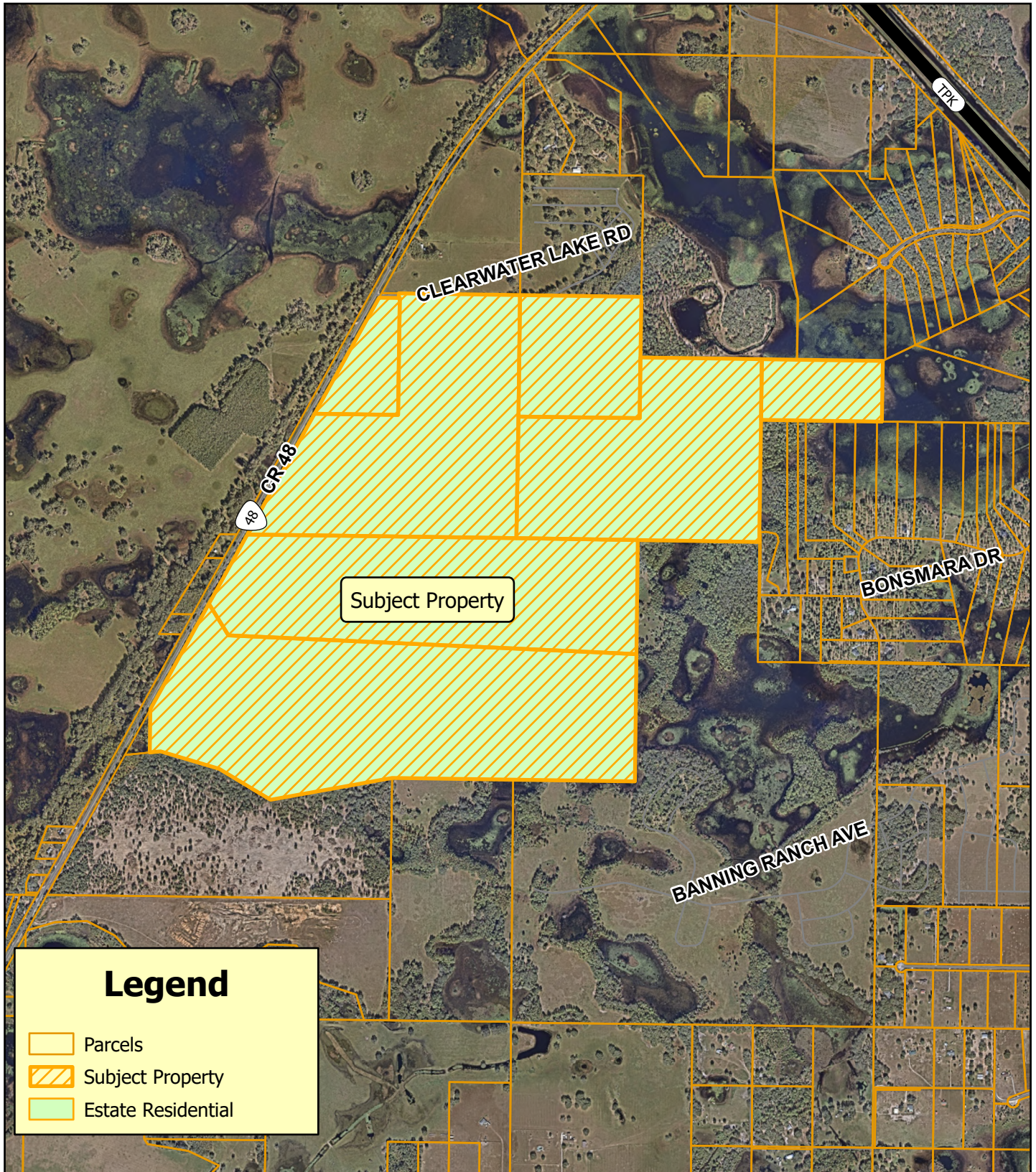


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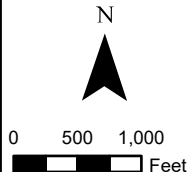


Oak Ridge
ANNX-25-546; LSCP-25-547; PUD-25-548
Alternate Key(s): 1296536, 3876339, 1800986,
1775264, 1775205, 3907170, 2546042
Section 28, 29, 32 Township 20 South, Range 24 East
May 29, 2025

Proposed Future Land Use

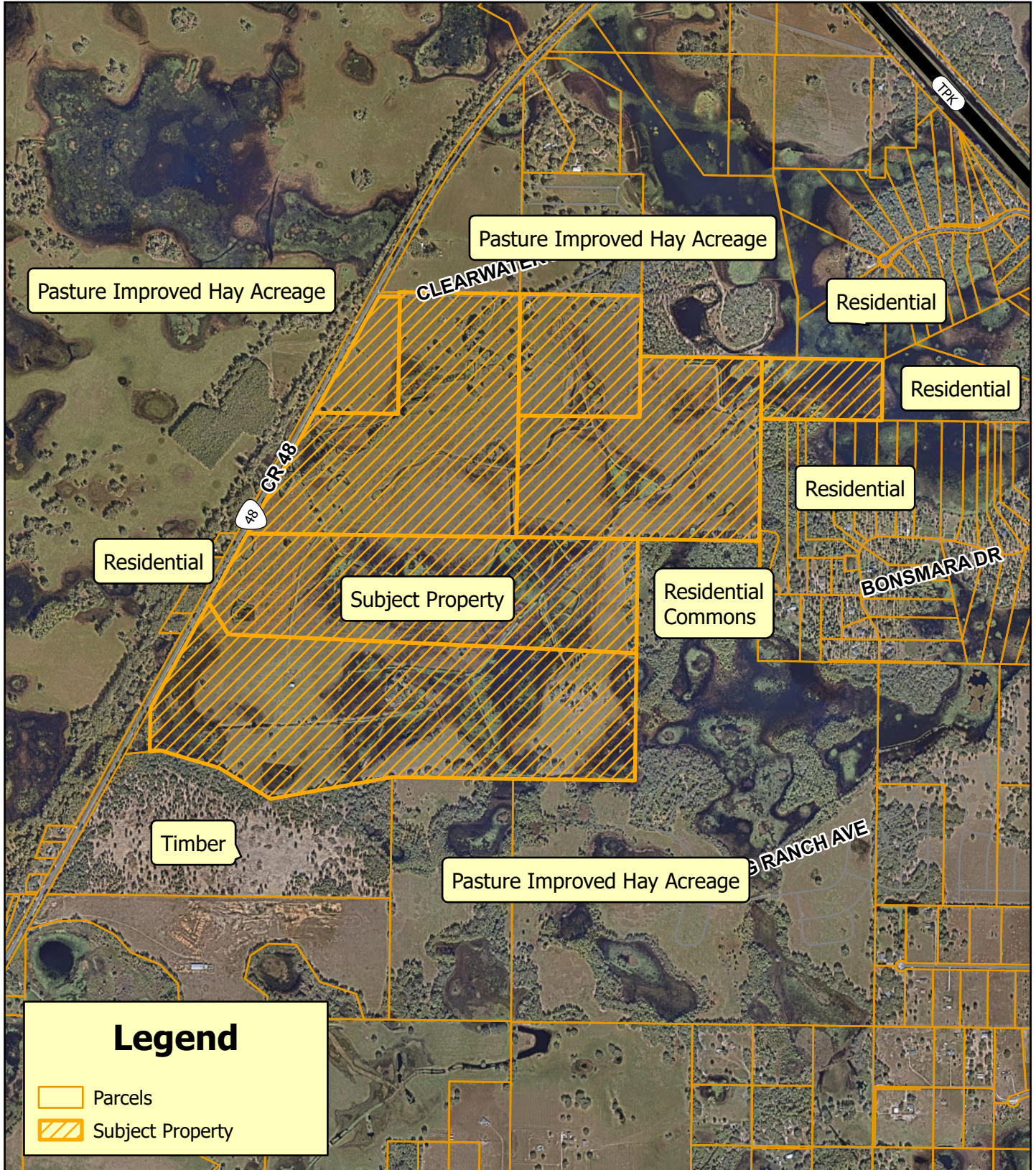


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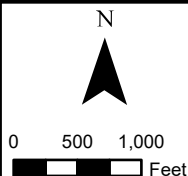


Oak Ridge
ANNX-25-546; LSCP-25-547; PUD-25-548
Alternate Key(s): 1296536, 3876339, 1800986,
1775264, 1775205, 3907170, 2546042
Section 28, 29, 32 Township 20 South, Range 24 East
June 25, 2025

Surrounding Land Uses

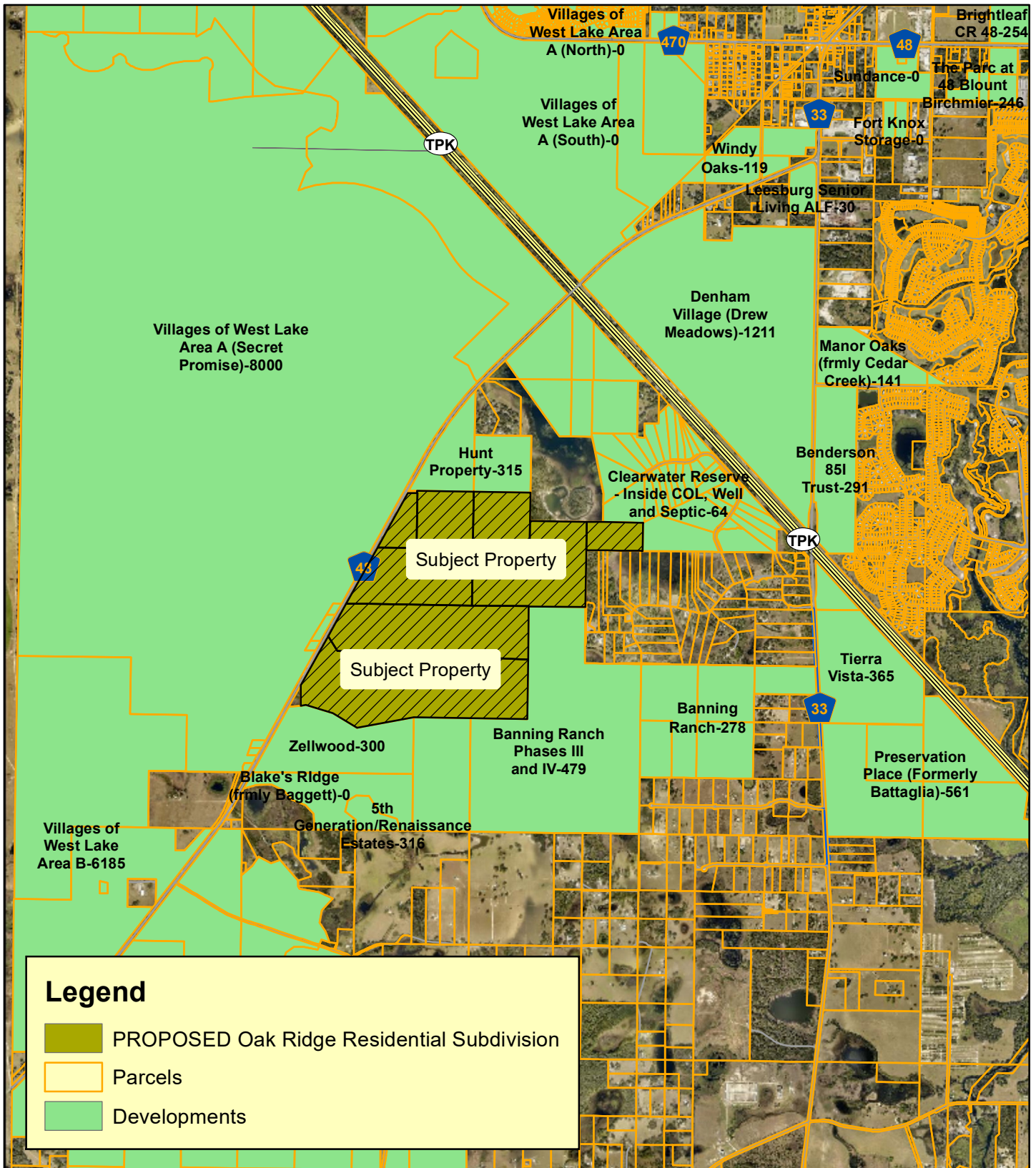


**Planning
& Zoning
Division**

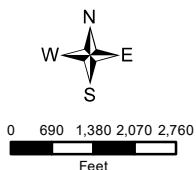


Oak Ridge
ANNX-25-546; LSCP-25-547; PUD-25-548
Alternate Key(s): 1296536, 3876339, 1800986,
1775264, 1775205, 3907170, 2546042
Section 28, 29, 32 Township 20 South, Range 24 East
June 25, 2025

Developments



**Planning
& Zoning
Division**



Oak Ridge Residential Subdivision

AK#s: 1296536, 1800986, 3876339, 1775205, 2546042, 1775264, 3907170

Sections 28, 29, 32, & 33, Township 20 South, Range 24 East

April 2, 2025

Parcel #1



Closeup of Sign from County Road 48.



Looking North along County Road 48 from Subject Property.



Looking East into the Subject Property from County Road 48.



Looking South along County Road 48 from Subject Property.



Looking West across County Road 48 from the Subject Property.

Parcel #2



Closeup of Sign from County Road 48.

SIGN POSTING PHOTOS

Posted on 07/18/2025

Oak Ridge (ANNX-25-546); LSCP-25-547; PUD-25-548



Looking North along County Road 48 from Subject Property.



Looking East into the Subject Property from County Road 48.



Looking South along County Road 48 from Subject Property.



Looking West across County Road 48 from Subject Property.



SUMMARY MINUTES OF THE REGULAR MEETING
OF THE PLANNING COMMISSION
CITY HALL
THURSDAY, JULY 31ST, 2025 - 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, July 31st, 2025, at City Hall.

Vice-Chairman Sanders called the meeting to order at 4:30 p.m.

The following Commission members were present:

Nathaniel Sanders
Ted Bowersox
Frazier Marshall
John O'Kelley
Ze'Shieca Carter
Stewart Kaplan
Ken Simeone

The following Commission member was absent:

Tim Sennett - Chairman
Darin Akkerman

City staff that was present included Dan Miller, Planning & Zoning Director, Sabrina Mitchell, Executive Assistant I, Kandi Harper, Deputy Director, Max Van Allen, Senior Planner and Melissa Medders De Los Santos, Planner. Attorney Jennifer Cotch was also present.

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

Dan Miller informed the audience of the rules of participation and the need to sign the speaker's registry. He also informed Commissioners and the audience that the City Commission meeting dates are tentatively scheduled.

**MINUTES OF THE PLANNING COMMISSION MEETING FOR THURSDAY,
JUNE 19TH, 2025.**

from June 19th, 2025 Planning Commission, there may be some type of scheduling conflict from the applicant; satisfied with conditions, went over facades; consistent, and mixed of uses, commercial zoning; open a store.

Vice-Chairman Sanders stated if the applicant would like to speak on the case.

Vice-Chairman Sanders stated if anyone in the Public wants to speak on the case.

Vice-Chairman Sanders closes discussion from the Public and then discussion took place with the Commission.

Commissioners' and Dan Miller discussed fence location; Dan Miller replied due to the fact that the neighbor did make a request and we thought it was a good idea; the fence will go around the sides and back of the property only.

Vice-Chairman Sanders entertained a motion, and then the voting took place.

Vice-Chairman Sanders called for a vote on the first case.

Commissioner Bowersox made a motion to APPROVE case # PUD-25-586 – VISTA AVENUE PDO – PLANNED DEVELOPMENT OVERLAY
Commissioner Kaplan SECONDED the motion.

The roll call vote was:

Commissioner Carter	Yes
Commissioner Kaplan	Yes
Commissioner O'Kelley	Yes
Commissioner Sanders	Yes
Commissioner Simeone	Yes
Commissioner Bowersox	Yes
Commissioner Marshall	Yes

Seven yeas, no nays, the Planning Commission approved case # PUD-25-586 – VISTA AVENUE PDO – PLANNED DEVELOPMENT OVERLAY.

Vice-Chairman Sanders called for the second case under new business be brought forward.

NEW BUSINESS

1) PUBLIC HEARING CASE # LSCP-25-547 – OAK RIDGE – LARGE SCALE COMPREHENSIVE PLAN AMENDMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE FUTURE LAND USE DESIGNATION OF APPROXIMATELY 596.29 +/- ACRES FROM LAKE COUNTY RURAL TO CITY OF LEESBURG ESTATE RESIDENTIAL FOR A PROPERTY GENERALLY LOCATED EAST OF COUNTY ROAD 48 AND SOUTH OF RONALD REAGAN TURNPIKE, AS LEGALLY DESCRIBED IN SECTION 28, 29, 32 TOWNSHIP 20 SOUTH,

RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, AUGUST 25TH, 2025 AND SECOND READING IS TENTATIVELY SCHEDULED FOR MONDAY, OCTOBER 13TH, 2025)** (Oak Ridge LSCP)

Dan Miller stated for the record to discuss both cases together and vote separately.

Dan Miller introduced case number #LSCP-25-547 – Oak Ridge – Large Scale Comprehensive Plan Amendment and case number #PUD-25-548 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, and staff recommendations.

Dan Miller gave a background and explanation of the subject property, location, zoning, proposal, went over the PUD requirements, went over site plan, design and architectural standards, site access and signage, recreation, utilities; stated all development must be on City water and wastewater; so, there will be no wells or septic systems on the property, and phasing, or expiration clause; which requires that the development move forward with substantial commencement within four years, or the property has an automatic reversion to the RE-1 Zoning standards, which is one acre per unit.

Max Van Allen, Senior Planner utilized a power point presentation to demonstrate the area of the proposed site for the cases.

Department Review Summary: This case was sent out to all the different City departments, Lake County Public Works, and Lake County School Board, from the City Departments; no substantive comments from the City departments; the project is outside the Leesburg Electric service area; Gas Department comments read into the record. Lake County School Board; the project will be subject to school concurrency review. This is a review by the school board staff to see if adequate student stations are present; project will be subject to a mitigation agreement to provide adequate stations within the school system, thus, the developer will have to provide adequate student stations, or adequate stations must exist within the system for the project to move forward, at the time of development, each of those mitigation agreements must be approved by the School Board and the Leesburg City Commission. Lake County Public Works had no comments; however, for the record, we would like to note that staff is continuously communicating with Lake County on various projects, and we anticipate that this proposal should it be approved by City Commission; the standard comments regarding turn lanes, additional right of way for roads and drainage, etc., will apply. Leesburg's PUDs are written to support Lake County Public Works in the matter of these requests. Public responses – no written Public comments were received from the State of Florida and City of Leesburg notice requirements, posted signs, and newspaper.

Dan Miller read the Staff Recommendations into the record for both cases; Staff recommended approval.

Vice-Chairman Sanders stated if the applicant would like to speak on the case.

Logan Opsahl Lowndes Law Firm 215 North Eola Drive thanks the Commission for their time and service, also thanks Staff for their presentations and gave a brief presentation; went over location map, surrounding density; Huntington Oaks; north, 3.7 units an acre, Blake Ridge; 2.9, Zellwood; 2.9, compatibility perspective; relates to density, being proposed on Oak Ridge; 596 acres, equates to 1½ units an acre, FLU; Lake County map; existing use, commercial, estate residential, Zoning map; yellow PUD, agricultural historical use, sod stripping cattle; property use history, previous site plan; presented at community meeting; similar to final site plan; in PUD, work with Staff on changes on specific comments heard at community meeting; made changes, Dan Miller outlined the SF versus villas; read lot sizes into the record, addition of 50' and 60' lots; cooperation with Staff, heavily amenities; open space; being preserved, wetlands; created, natural vegetation, multi-use trail, natural trail, neighborhood parks, activity center pool, open space elements; in PUD performance standard include; 35% min., our current plan; 70% open space, maximized wetland preservation, unique shape; development; enhancements of preserving/creating new wetlands, native landscape; improved water quality, buffering from the development, natural wetlands, stormwater treatment; fully engineered, working with City Staff and City code, natural trail; east, neighbors comments, view shed; changes made, and went over the final site plan.

Vice-Chairman Sanders stated if anyone in the Public wants to speak on the case.

Commissioners' and Dan Miller discussed water consumption; addressed thoroughly by the City of Leesburg; Dan Miller replied it has been reviewed by the Public Works department, evidence of current capacity, we do not reserve capacity, wastewater; Dan Miller replied wastewater same situation, CR 48 impact; Dan Miller replied there is a traffic study required of every zoning; done, didn't degrade the level of service; gave a brief explanation to the Commission on level of service, Lake County require; widening of turn lanes; if project approved, by City Commission as well, site plan 600 acres; 1½ houses per acre, 1½ acres on the whole 600 acres site; Dan Miller replied that's correct, the City of Leesburg use gross density measurements, gave a brief explanation to the Commission on gross density, 1.5 density; consistent, lot sizes throughout the developments and densities, lot sizes; same, wetlands; marsh, water, over populated, very dense; houses, plans; too congested, open space; wetlands, mosquitos, site plan, back yards; backing up to marsh/wetlands, too clustered, approximate space between houses; 50' or 70' lots; Dan Miller replied and stated it's the standard 5' on each side to give you 10', market, aim to bring families in Lake County think about education, part of amenities; childcare center, prefer community oriented childcare center versus pool; consider in plans, roads inferior; not addressed/solved, on-going problem, CR 48 & 33 continuous issues; not in favor.

Logan Opsahl addressed comments from the Commission and stated it's based on density across the whole site; roads/units are placed; too be cluster; upland area,

avoid wetlands, additional open space, thanks Commission for comments, market; recognizing as amenity.

Brian Skidmore Ardurra Group representing the applicant at 4921 Memorial Highway Tampa, Florida stated to comments for open space amenities and concern about density, upland portions of project considered that on the outline of the design, water management district, standard buffer; 25', providing expanded buffers, plant buffers; current condition, enhancing buffers; native vegetation, creating filter strips; behind the lot, plantings ground cover/trees, expanded wetlands; existing, buffer wetland from development, provide expanded habitat; throughout the development, 20' acres; new wetlands.

Brian Dalrymple representing the applicant at 3140 Orleans Way Apopka, Florida stated some entry level houses, some first time move up; large lots, second time move up; buyer, leaving house, layout; a lot of space; enjoy the nature, open space, and enhance places as well.

Vice-Chairman Sanders stated if the Commission have any questions of Staff or applicant.

Vice-Chairman Sanders closes discussion from the Public and then discussion took place with the Commission.

Vice-Chairman Sanders entertained a motion, and then the voting took place.

Vice-Chairman Sanders called for a vote on the first case.

Commissioner Carter made a motion to APPROVE case # LSCP-25-547 – OAK RIDGE – LARGE SCALE COMPREHENSIVE PLAN AMENDMENT SECONDED the motion.

The motion dies for a lack of a second.

Commissioner Marshall made a motion to DISAPPROVE case # LSCP-25-547 – OAK RIDGE – LARGE SCALE COMPREHENSIVE PLAN AMENDMENT Commissioner Bowersox SECONDED the motion.

The roll call vote was:

Commissioner Kaplan	Yes
Commissioner O'Kelley	Yes
Commissioner Sanders	No
Commissioner Simeone	Yes
Commissioner Bowersox	Yes
Commissioner Marshall	Yes
Commissioner Carter	No

Five yeas, two nays, the Planning Commission disapproved case # LSCP-25-547 – OAK RIDGE – LARGE SCALE COMPREHENSIVE PLAN AMENDMENT.

Vice-Chairman Sanders called for the second case under new business be brought forward.

2) **PUBLIC HEARING CASE # PUD-25-548 – OAK RIDGE – PLANNED UNIT DEVELOPMENT**

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING OF APPROXIMATELY 596.29 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) FOR A PROPERTY GENERALLY LOCATED EAST OF COUNTY ROAD 48 AND SOUTH OF RONALD REAGAN TURNPIKE, AS LEGALLY DESCRIBED IN SECTION 28, 29, 32 TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, AUGUST 25TH, 2025 AND SECOND READING IS TENTATIVELY SCHEDULED FOR MONDAY, OCTOBER 13TH, 2025)** (Oak Ridge PUD)

Vice-Chairman Sanders entertained a motion, and then the voting took place.

Commissioner Bowersox made a motion to DISAPPROVE case # PUD-25-548 – OAK RIDGE – PLANNED UNIT DEVELOPMENT Commissioner O’Kelley SECONDED the motion.

The roll call vote was:

Commissioner O’Kelley	Yes
Commissioner Sanders	No
Commissioner Simeone	Yes
Commissioner Bowersox	Yes
Commissioner Marshall	Yes
Commissioner Carter	No
Commissioner Kaplan	Yes

Five yeas, two nays, the Planning Commission disapproved case # PUD-25-548 – OAK RIDGE – PLANNED UNIT DEVELOPMENT.

ANNOUNCEMENTS

Dan Miller stated he would like to thank Staff for the hard work they done during some health challenges he had; also thanks the Commission for all the hard work they do.

ADJOURNMENT

Meeting was adjourned at 5:23 p.m.

Nathaniel Sanders, Vice-Chairman

Sabrina Mitchell, Executive Assistant I

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.5.

Meeting Date: August 25, 2025

From: Dan Miller, (Planning and Zoning Director), Max Vanallen, (Planner)

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 596.29 +/- acres from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) to allow 910 single-family attached and detached units, for a property generally located east of County Road 48 and south of Ronald Reagan Turnpike, lying in Sections 28, 29, and 32, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Oak Ridge PUD)

Staff Recommendation:

Planning and Zoning Staff recommend approval of the request to rezone the subject property from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) to allow 910 single-family attached and detached residential units.

Analysis:

The project site is approximately 596.29 acres, and is generally located east of County Road 48 and south of Ronald Reagan Turnpike as shown on the attached maps. At this time, the property is undeveloped. The proposal will allow 910 single-family attached and detached units, consisting of 642 detached units and 268 villa units. The existing land uses surrounding the property are Non-Agricultural Acreage, Vacant Residential, Pasture Improved Hay Acreage, and Timber. City of Leesburg utilities are available along County Road 48 and County Road 33.

The Planning Commission held a public hearing on the application on July 31, 2025, and recommended denial, 5-2, citing concerns of water consumption, nearby wetlands, density, and noted the need for childcare/education options.

Procurement Analysis:

N/A

Options:

1. Approve the proposed rezoning from Lake County A (Agriculture) to City PUD (Planned Unit Development); or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

New development on this site will create a significant positive fiscal impact on the City of Leesburg, in the form of impact and utility fees, plus ad valorem taxes.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 596.29 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW 910 SINGLE-FAMILY ATTACHED AND DETACHED UNITS, FOR A PROPERTY GENERALLY LOCATED EAST OF COUNTY ROAD 48 AND SOUTH OF RONALD REAGAN TURNPIKE, LYING IN SECTIONS 28, 29, AND 32, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (OAK RIDGE PUD)

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

Section 1.

Based upon the petition of SD 48 Group LLC, Petitioner, "Permittee," for 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) to City of Leesburg PUD (Planned Unit Development), to-wit:

**(Legal Description)
(See Exhibit A)**

Section 2.

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

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the _____ day of _____, 2025.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

A PARCEL OF LAND LYING IN SECTIONS 28, 29, 32 AND 33, TOWNSHIP 20 SOUTH, RANGE 24 EAST OF LAKE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 28 AND THE NORTHWEST CORNER OF LOT 42 OF CLEARWATER RESERVE PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 57, PAGES 89 THROUGH 94 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 00° 48' 05" WEST ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 28 FOR A DISTANCE OF 1325.78 FEET TO THE NORTH 1/4 CORNER OF SAID SECTION 33; THENCE RUN NORTH 89° 09' 12" WEST ALONG THE NORTH LINE OF SAID SECTION 33 FOR A DISTANCE OF 1324.20 FEET TO THE NORTHEAST CORNER OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 33; THENCE RUN SOUTH 00° 38' 58" WEST ALONG THE EAST LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 33 FOR A DISTANCE OF 1246.47 FEET; THENCE DEPARTING SAID EAST LINE RUN NORTH 87° 23' 18" WEST FOR A DISTANCE OF 4456.81 FEET; THENCE RUN NORTH 31° 56' 09" WEST FOR A DISTANCE OF 405.63 FEET TO THE EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD 48, ACCORDING TO PROJECT NO. 1092; THENCE RUN NORTH 29° 00' 47" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 3873.04 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 29; THENCE RUN SOUTH 89° 13' 43" EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 1517.30 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 28; THENCE RUN SOUTH 89° 13' 32" EAST ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 28 FOR A DISTANCE OF 1323.29 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 28; THENCE RUN SOUTH 00° 50' 31" WEST ALONG THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 28 FOR A DISTANCE OF 662.43 FEET TO THE NORTH LINE OF THE SOUTH 3/4 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 28; THENCE RUN SOUTH 89° 12' 20" EAST ALONG SAID NORTH LINE FOR A DISTANCE OF 1323.81 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 28; THENCE RUN SOUTH 89° 15' 48" EAST ALONG THE NORTH LINE THEREOF FOR A DISTANCE OF 1322.89 FEET TO THE NORTHEAST CORNER THEREOF; THENCE RUN SOUTH 00° 48' 08" WEST ALONG THE EAST LINE THEREOF FOR A DISTANCE OF 662.02 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE RUN NORTH 89° 18' 04" WEST ALONG THE SOUTH LINE THEREOF FOR A DISTANCE OF 1322.88 FEET TO THE POINT OF BEGINNING.

CONTAINING 417.79 ACRES, MORE OR LESS.

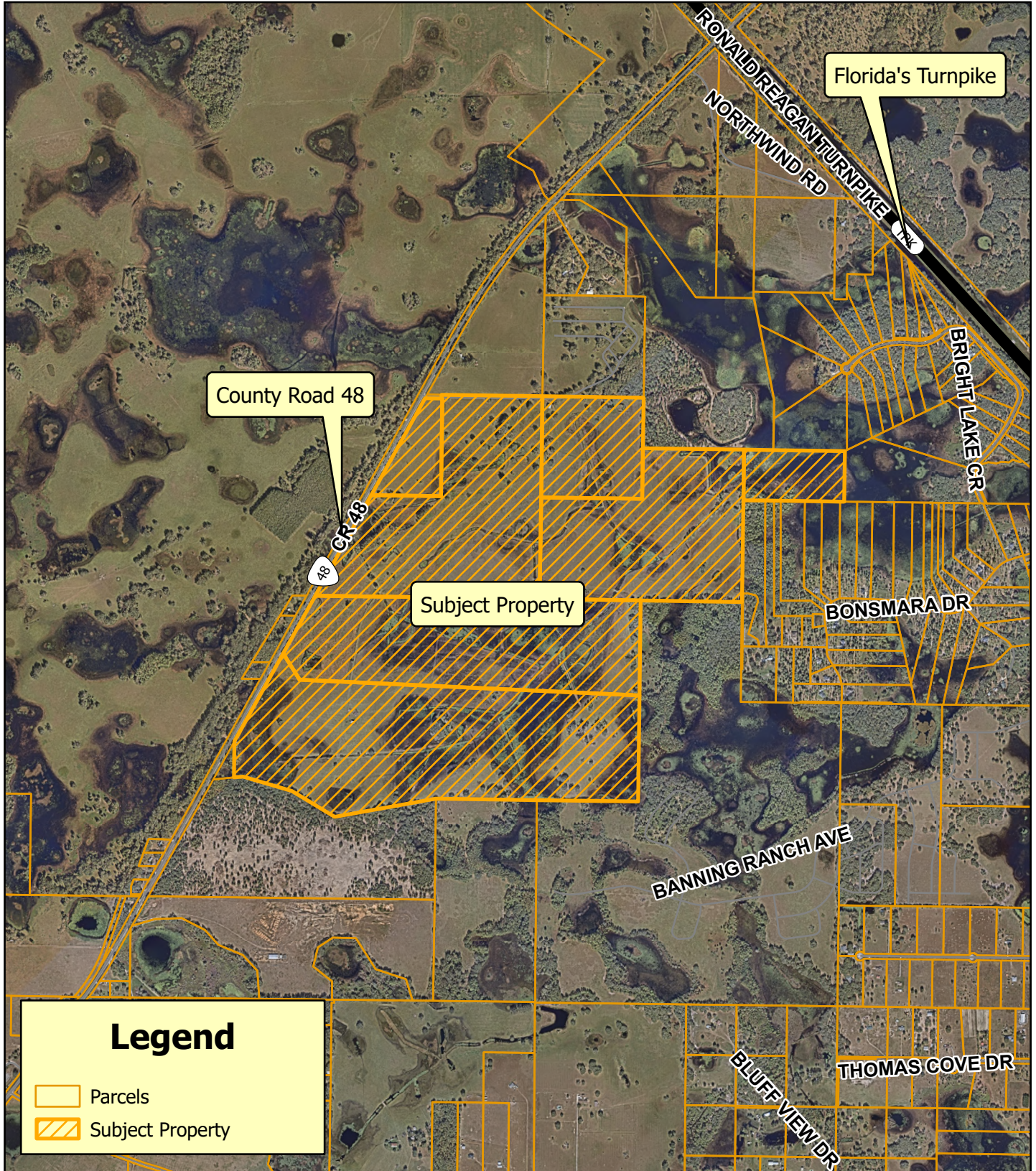
LEGAL DESCRIPTION:

A PORTION OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 24 EAST, AND A PORTION OF THE WEST ONE HALF OF THE NORTHWEST ONE QUARTER OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

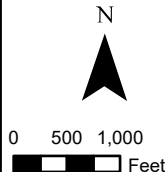
COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST ONE QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH RANGE 24 EAST LAKE COUNTY FLORIDA; THENCE NORTH $89^{\circ}41'38''$ WEST ALONG THE NORTH LINE OF THE SAID NORTHEAST ONE QUARTER A DISTANCE OF 2642.11 FEET TO THE NORTHWEST CORNER OF THE SAID NORTHEAST ONE QUARTER OF SAID SECTION 32; THENCE RUN NORTH $89^{\circ}38'44''$ WEST ALONG THE NORTH LINE OF THE NORTHWEST ONE QUARTER OF SAID SECTION 32 A DISTANCE OF 294.10 FEET TO THE EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD #48; THENCE RUN SOUTH $28^{\circ}35'10''$ WEST ALONG THE SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 866.54 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT OF WAY LINE RUN SOUTH $32^{\circ}23'03''$ EAST A DISTANCE OF 405.37 FEET; THENCE RUN SOUTH $87^{\circ}50'12''$ EAST A DISTANCE OF 4456.51 FEET TO THE EAST LINE OF THE AFORESAID WEST ONE HALF OF THE NORTHWEST ONE QUARTER OF SAID SECTION 33; THENCE RUN SOUTH $00^{\circ}12'25''$ WEST A DISTANCE OF 1338.44 FEET TO THE SOUTHEAST CORNER OF THE SAID WEST ONE HALF OF THE NORTHWEST ONE QUARTER OF SAID SECTION 33; THENCE NORTH $89^{\circ}40'37''$ WEST ALONG THE SOUTH LINE OF THE SAID WEST ONE HALF OF THE NORTHWEST ONE QUARTER OF SAID SECTION 33 A DISTANCE OF 1327.83 FEET TO THE SOUTHEAST CORNER OF NORTHEAST ONE QUARTER OF THE AFORESAID SECTION 32; THENCE RUN NORTH $89^{\circ}39'53''$ WEST ALONG THE SOUTH LINE OF THE SAID NORTHEAST ONE QUARTER A DISTANCE OF 1322.37 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST ONE QUARTER OF THE SOUTHEAST ONE QUARTER OF SAID SECTION 32 TO THE NORTH LINE OF PROPERTY RECORDED IN OFFICIAL RECORDS BOOK 3095 PAGE 1479 PUBLIC RECORDS OF LAKE COUNTY FLORIDA; THENCE RUN SOUTH $79^{\circ}17'47''$ WEST ALONG SAID NORTH LINE A DISTANCE OF 1346.90 FEET TO A 4"X4" CONCRETE MONUMENT; THENCE RUN NORTH $59^{\circ}22'54''$ WEST ALONG SAID NORTH LINE A DISTANCE OF 657.17 FEET TO A 4"X4" CONCRETE MONUMENT; THENCE RUN NORTH $73^{\circ}59'09''$ WEST ALONG SAID NORTH LINE A DISTANCE OF 666.10 FEET TO A 4"X4" CONCRETE MONUMENT; THENCE RUN SOUTH $83^{\circ}46'24''$ WEST ALONG SAID NORTH LINE A DISTANCE OF 119.21 FEET TO THE WEST LINE OF THE EAST ONE HALF OF THE NORTHWEST ONE QUARTER OF SAID SECTION 32; THENCE RUN NORTH $00^{\circ}20'39''$ EAST ALONG SAID WEST LINE A DISTANCE OF 472.82 FEET TO THE SAID EASTERLY THE RIGHT-OF-WAY LINE FOR COUNTY ROAD 48; THENCE RUN NORTH $28^{\circ}35'10''$ EAST ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 1315.98 FEET TO THE POINT OF BEGINNING.

CONTAINING 178.50 ACRES, MORE OR LESS.

Extended Locator

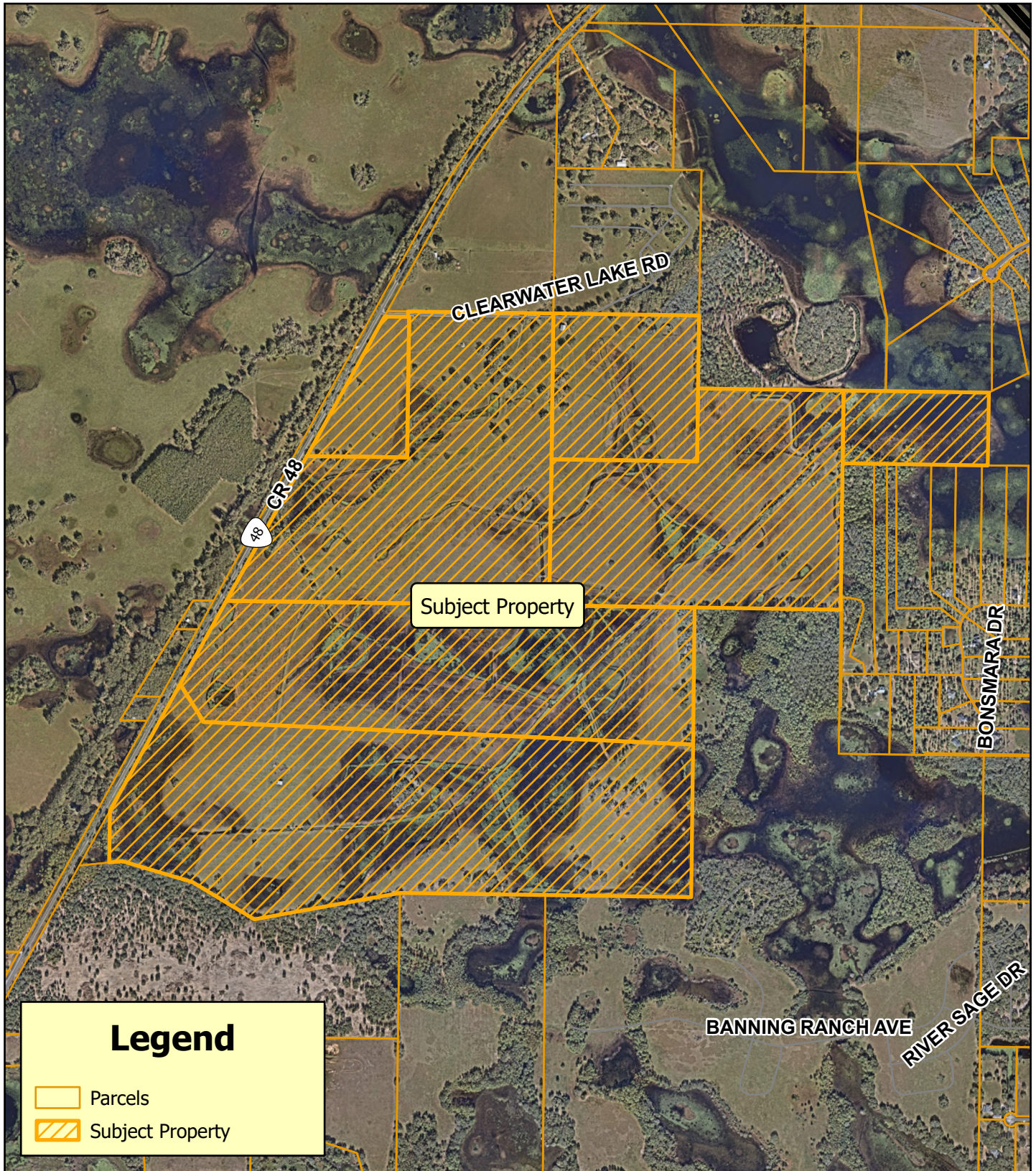


**Planning
& Zoning
Division**

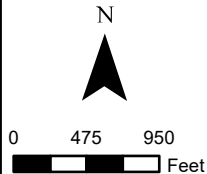


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1775264, 1775205, 3907170, 2546042
Section 28, 29, 32 Township 20 South, Range 24 East
May 29, 2025

Aerial

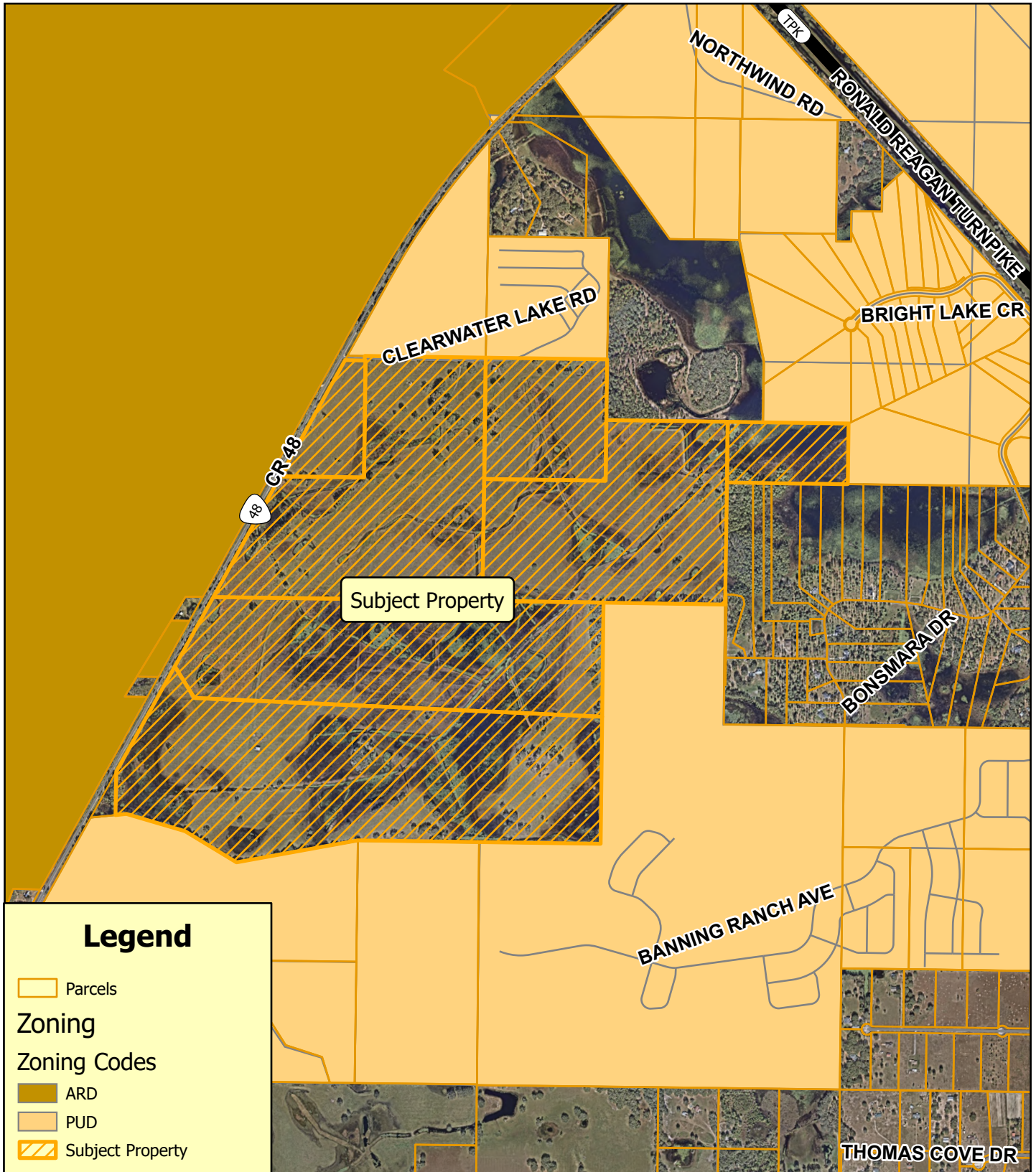


**Planning
& Zoning
Division**

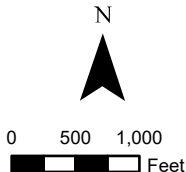


Oak Ridge
ANNX-25-546; LSCP-25-547; PUD-25-548
Alternate Key(s): 1296536, 3876339, 1800986,
1775264, 1775205, 3907170, 2546042
Section 28, 29, 32 Township 20 South, Range 24 East
May 29, 2025

Zoning

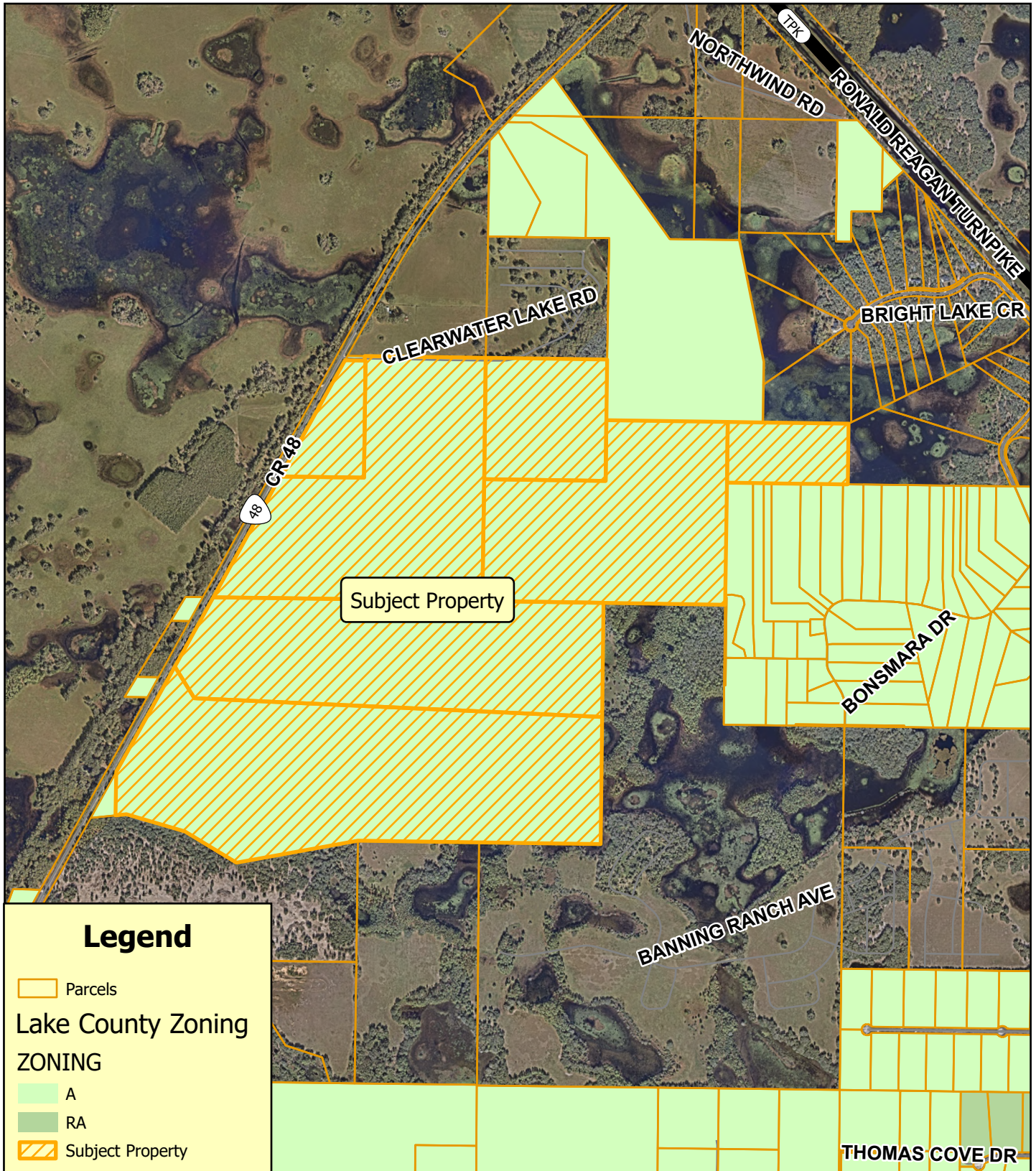


**Planning
& Zoning
Division**

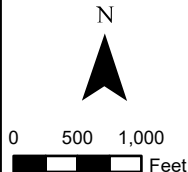


Oak Ridge
ANNX-25-546; LSCP-25-547; PUD-25-548
Alternate Key(s): 1296536, 3876339, 1800986,
1775264, 1775205, 3907170, 2546042
Section 28, 29, 32 Township 20 South, Range 24 East
May 29, 2025

Lake County Zoning

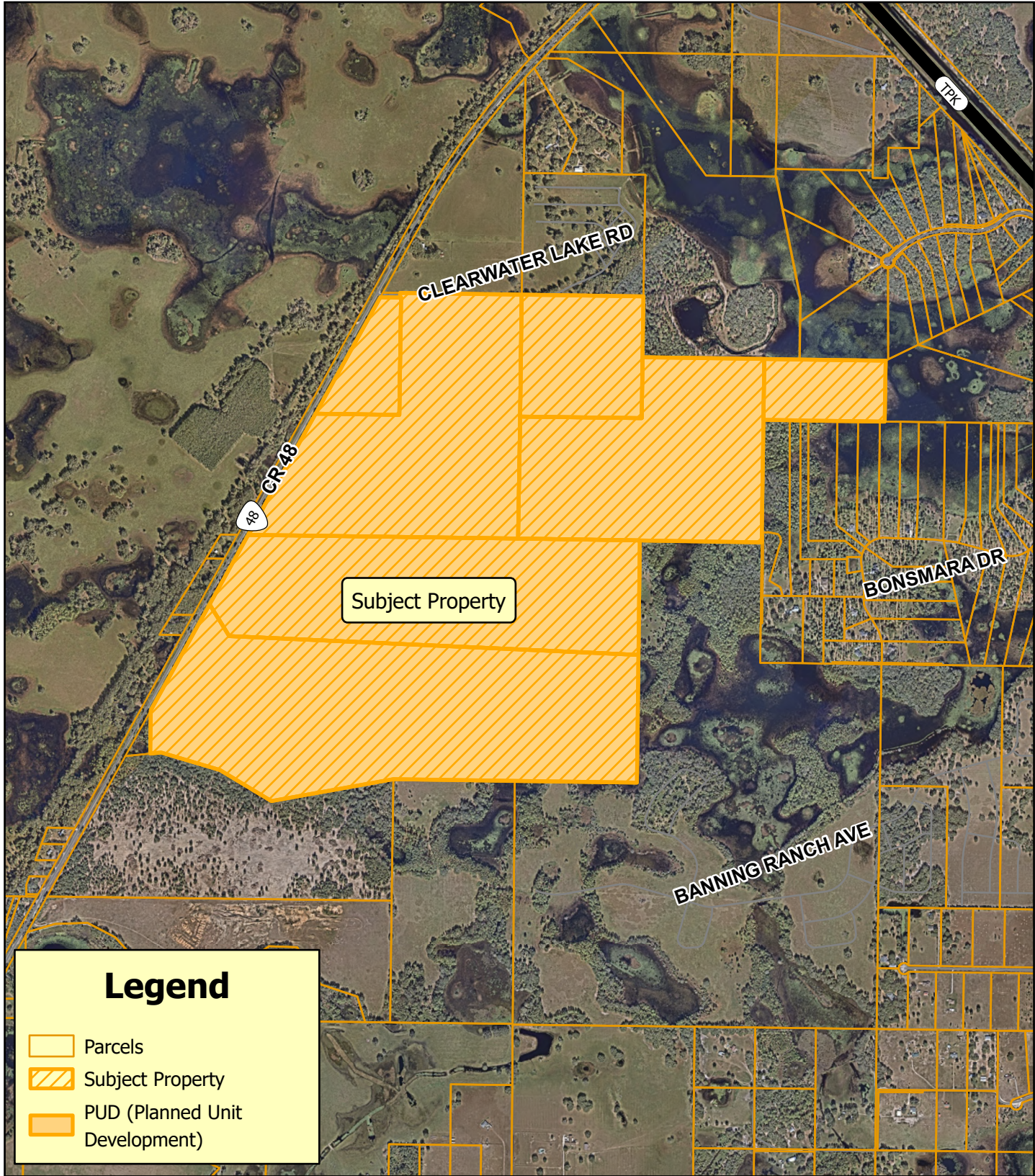


**Planning
& Zoning
Division**

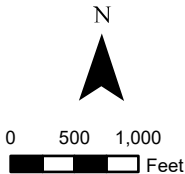


Oak Ridge
 ANN-25-546; LSCP-25-547; PUD-25-548
 Alternate Key(s): 1296536, 3876339, 1800986,
 1775264, 1775205, 3907170, 2546042
 Section 28, 29, 32 Township 20 South, Range 24 East
 May 29, 2025

Proposed Zoning

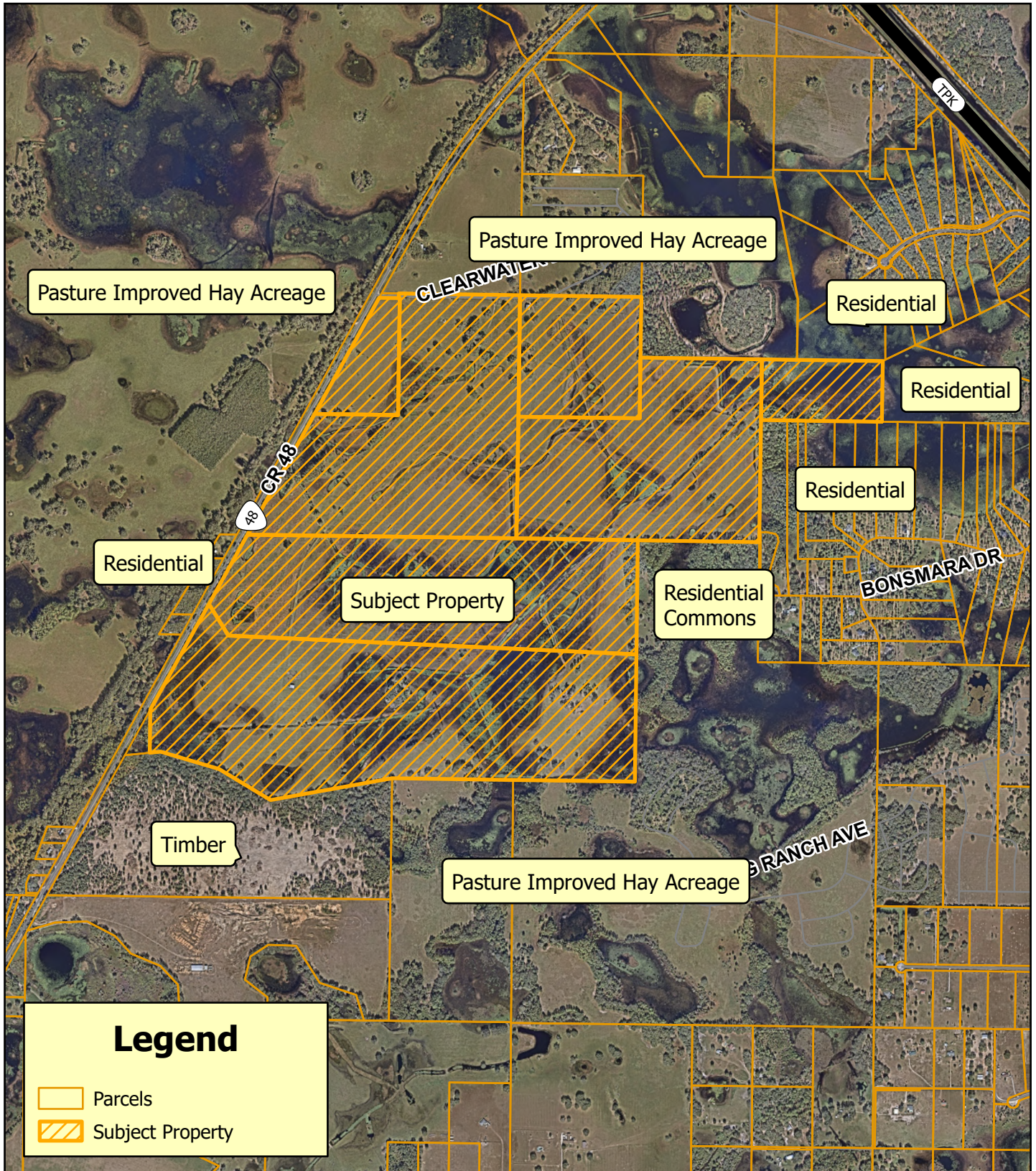


**Planning
& Zoning
Division**

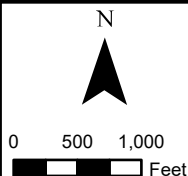


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Section 28, 29, 32 Township 20 South, Range 24 East
June 25, 2025

Surrounding Land Uses

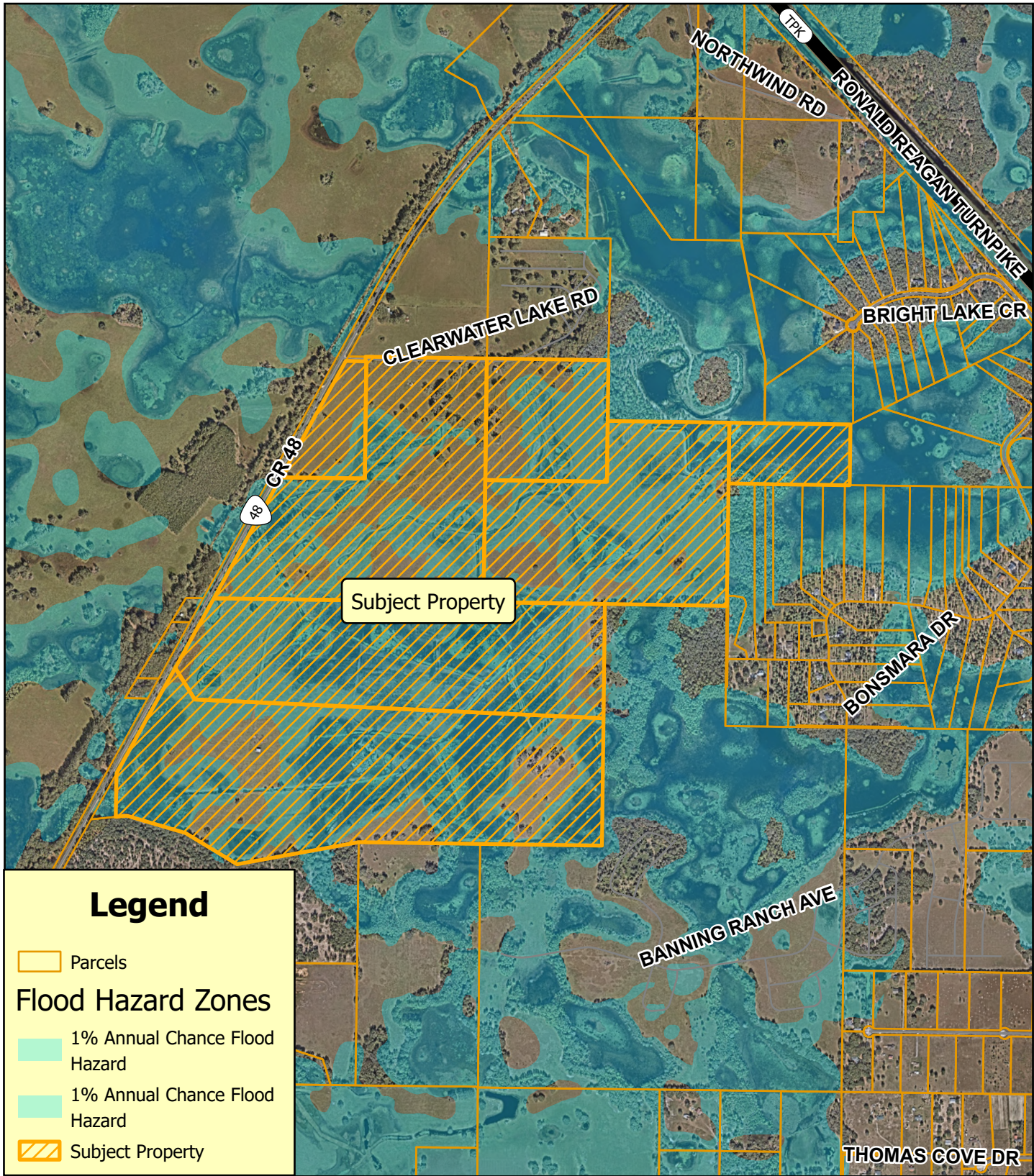


**Planning
& Zoning
Division**

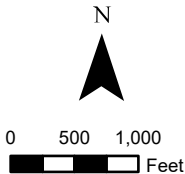


Oak Ridge
 ANN-25-546; LSCP-25-547; PUD-25-548
 Alternate Key(s): 1296536, 3876339, 1800986,
 1775264, 1775205, 3907170, 2546042
 Section 28, 29, 32 Township 20 South, Range 24 East
 June 25, 2025

Flood Zone

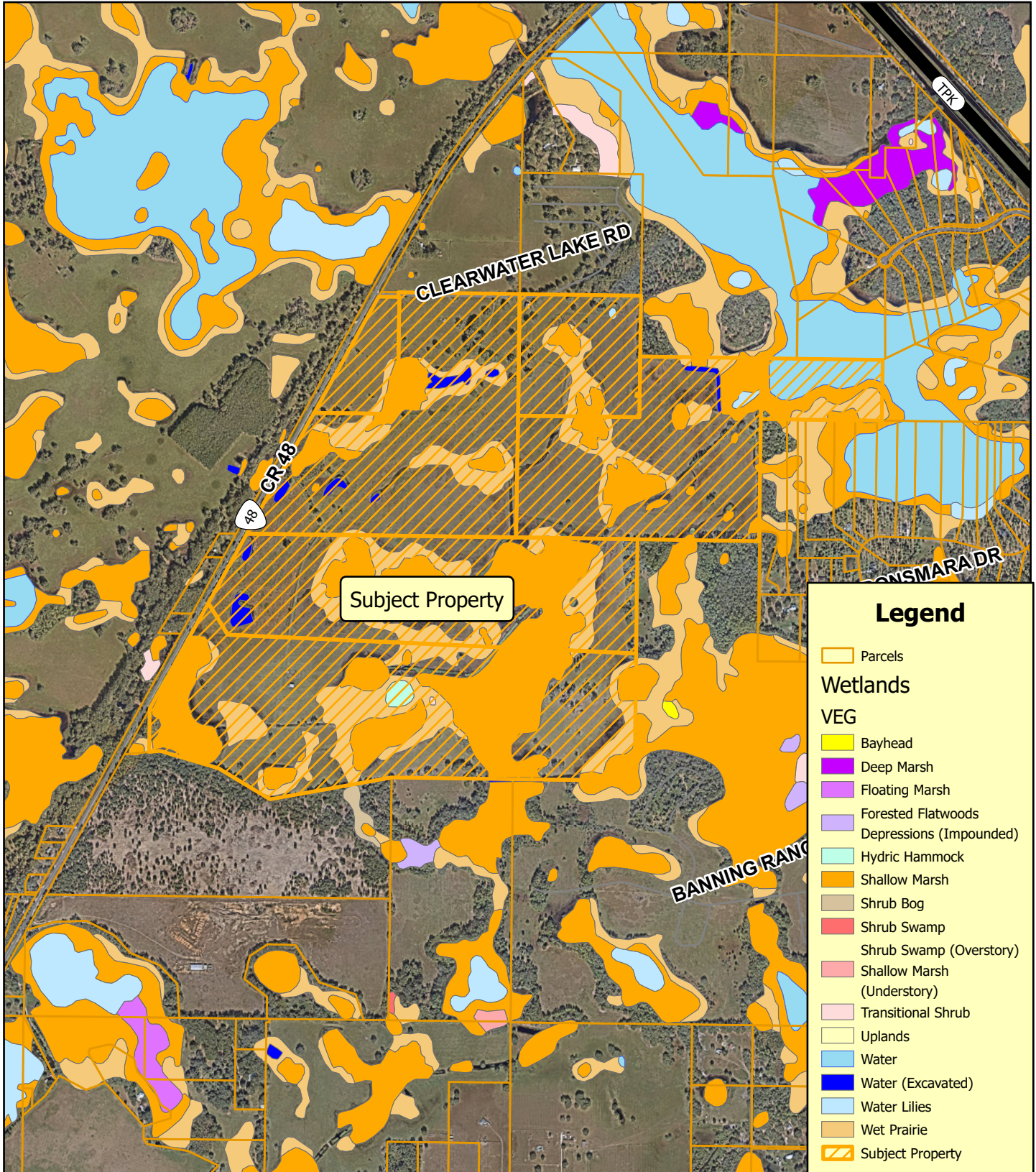


**Planning
& Zoning
Division**

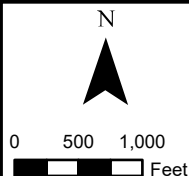


Oak Ridge
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1775264, 1775205, 3907170, 2546042
Section 28, 29, 32 Township 20 South, Range 24 East
May 29, 2025

Wetlands



**Planning
& Zoning
Division**



Oak Ridge
 ANN-25-546; LSCP-25-547; PUD-25-548
 Alternate Key(s): 1296536, 3876339, 1800986,
 1775264, 1775205, 3907170, 2546042
 Section 28, 29, 32 Township 20 South, Range 24 East
 May 29, 2025

Parcel #1



Closeup of Sign from County Road 48.



Looking North along County Road 48 from Subject Property.

Posted on 07/18/2025

Oak Ridge (ANNX-25-546); LSCP-25-547; PUD-25-548



Looking East into the Subject Property from County Road 48.



Looking South along County Road 48 from Subject Property.



Looking West across County Road 48 from the Subject Property.

Parcel #2



Closeup of Sign from County Road 48.

SIGN POSTING PHOTOS

Posted on 07/18/2025

Oak Ridge (ANNX-25-546); LSCP-25-547; PUD-25-548



Looking North along County Road 48 from Subject Property.



Looking East into the Subject Property from County Road 48.



Looking South along County Road 48 from Subject Property.



Looking West across County Road 48 from Subject Property.

OAK RIDGE PUD
PLANNED UNIT DEVELOPMENT AGREEMENT
Conditions of Approval
July 31, 2025

This Planned Unit Development Conditions for a PUD (Planned Unit Development) zoning district is granted by the City of Leesburg Planning Commission, Lake County, Florida to **SD 48 Group LLC 103 Commerce St Ste #140, Lake Mary, FL 32746, Petitioner, (Nicole Lebron, Ardurra Group, Inc., Agent, and Tara Tedrow, Esq., Lowndes Law, Agent), "Permittee"** for the purposes described herein, and subject to the terms and conditions as set forth in this document, pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 "Planned Unit Development" of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND

The "Permittee" is requesting a Planned Unit Development (PUD) zoning district to allow future construction of a proposed residential development consisting of approximately 596.29 +/- acres containing a maximum of 910 detached and attached single-family residential units and associated amenities, generally located east of County Road 48 and South of Ronald Reagan Turnpike, on a site within the City of Leesburg in accordance with their PUD application and supplemental information.

PURPOSE

The purpose of this document is to provide appropriate zoning standards for a high-quality built environment through the application of flexible and diversified land development requirements, which shall be implemented in conjunction with a master site development plan and the City of Leesburg Code of Ordinances, therefore allowing for more efficient and optimal use of the subject property, and to increase the overall economic opportunity and employment base of Leesburg, Florida.

CONDITIONS

The following conditions shall apply to the development proposed herein. If any instance where the conditions of this document may conflict with the City of Leesburg Code of Ordinances, this document shall prevail as the determining requirement.

1. **PERMISSION** is hereby granted to **SD 48 Group LLC 103 Commerce St Ste #140, Lake Mary, FL 32746, Petitioner, (Nicole Lebron, Ardurra Group, Inc., Agent, and Tara Tedrow, Esq., Lowndes Law, Agent), "Permittee"** to construct, operate, and maintain a Planned Unit Development in and on real property in the City of Leesburg, in accordance with the requirements set forth herein. The property is more particularly described below.
2. **LEGAL DESCRIPTION**

See attached **Exhibit B, Legal Description**.

3. LAND USE

The above-described property, containing approximately 596.29 +/- acres, shall be used for platted, detached and attached single-family residential development, pursuant to City of Leesburg development codes and standards.

A. Permitted Uses

1. Detached single family residential units
2. Attached single family units ('Villas')
3. Accessory structures for residential uses
4. Outdoor recreation intended for the primary use of residents, such as trails, parks, and outdoor fitness equipment.
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) not to exceed one year, and construction office not to exceed two years from the approval of the final plat of the final phase for the subdivision. Model homes may be used as sales centers during the duration of the project.

B. Prohibited Uses

1. Multi-family units (Apartments)
2. Commercial uses (as a primary use)
3. All other uses not specifically permitted within these conditions under Permitted Uses above shall be prohibited.

4. DEVELOPMENT STANDARDS

- A. The project shall contain a maximum of 910 single-family residential units, at a gross density not to exceed 1.53 units per acre on the approximately 596.29-acre site, as shown on **Exhibit C, Conceptual Development Plan**.
- B. Larger lot sizes meeting the requirements herein with site plan review and approval from the Planning and Zoning Director, or designee may be substituted for fifty- (50) foot lots.
- C. Each detached single-family residential unit shall have a minimum two (2) car garage.
- D. Each attached single-family residential unit shall have a minimum two (2) car garage, or a one (1) car garage with one (1) off-street parking space provided per unit.
- E. Defined closet space for each additional bedroom above the minimum house size may be included in the minimum square footage requirement herein.
- F. Gutters shall be installed on the side and rear horizontal fascia for any home that has less than 7.5-foot side setback. For lots with a side yard setback of 7.5 feet or greater, no gutters are required. All lots shall be designed to direct stormwater to the appropriate drainage system(s).
- G. 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.

- H. The maximum impervious surface for the project shall be 65%. Community and private swimming pools shall not count toward the impervious surface calculation.
- I. Roof overhang shall not exceed forty (40) percent of the distance between the building wall and the property line.
- J. Maximum building height: two (2) stories or 35 feet.
- K. 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.
- L. 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.
- M. Solid roof structures attached to the residence must meet the required rear setback as noted under "Minimum building setbacks."
- N. 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.
- O. The minimum lot development standards shall be:
 - 1. For detached single-family 50-foot lots:
 - a. A maximum of 559 lots shall have a minimum lot width of fifty (50) feet.
 - b. Minimum house size: 1,500 square feet living area (under roof).
 - c. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
 - d. Minimum lot size shall be 5,250 square feet.
 - e. Minimum lot width 50 feet
 - f. Minimum lot depth 105 feet
 - g. Minimum building setbacks:
 - Front – 25 feet;
 - Porch – 20 feet (porch must be a minimum width of 5 feet).
 - Rear – 18 feet;
 - Side – 5 feet;
 - Corner Side – 15 feet.
 - 2. For detached single-family 60-foot lots:
 - a. No less than 46 lots shall have a minimum lot width of sixty (60) feet.
 - b. Minimum house size: 1,700 square feet (under roof).
 - c. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
 - d. Minimum lot size shall be 6,300 square feet.
 - e. Minimum width 60 feet
 - f. Minimum depth 105 feet
 - g. Minimum building setbacks:
 - Front – 25 feet;
 - Porch – 20 feet (porch must be a minimum width of 5 feet).
 - Rear – 18 feet;

Side – 5 feet;
Corner Side – 15 feet.

3. For detached single-family 70-foot lots:
 - a. No less than 37 lots shall have a minimum lot width of sixty (60) feet.
 - b. Minimum house size: 1,800 square feet (under roof).
 - c. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
 - d. Minimum lot size shall be 7,350 square feet.
 - e. Minimum width 70 feet
 - f. Minimum depth 105 feet
 - g. Minimum building setbacks:
Front – 25 feet;
Porch – 20 feet (porch must be a minimum width of 5 feet).
Rear – 18 feet;
Side – 5 feet;
Corner Side – 15 feet.
4. For attached single-family 35-foot lots ('Villas'):
 - a. No less than 268 lots shall have a minimum lot width of thirty-five (35) feet.
 - b. Minimum house size: 1,200 square feet (under roof).
 - c. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
 - d. Minimum lot size shall be 4,200 square feet.
 - e. Minimum width 35 feet
 - f. Minimum depth 120 feet
 - g. Minimum building setbacks:
Front – 25 feet;
Porch – 20 feet (porch must be a minimum width of 5 feet).
Rear – 17 feet;
Side – 5 feet;
Corner Side – 15 feet.
 - h. Minimum 50-foot detached single family lots meeting standards herein may be substituted for Villa lots by the developer, subject to approval by the Planning and Zoning Director, or designee, and provided that there is no increase in the overall approved density of the project.

5. **DESIGN/ARCHITECTURAL STANDARDS**

- A. All buildings shall utilize at least five (5) of the following design features to provide visual relief along all elevations of the single-family units. Designs may vary throughout the development.
 1. Dormers
 2. Gables
 3. Recessed or raised entries

4. Covered porch entries
 5. Cupolas
 6. Pillars or decorative posts
 7. Bay window (minimum 12-inch projections)
 8. Eaves (minimum 6-inch projections)
 9. Front windows with arched glass tops and minimum 4-inch trim.
 10. Garage vehicle doors shall incorporate the following elements: raised decorative panels, decorative glass panels or panes, decorative hinges, etc.
 11. Front doors shall incorporate the following decorative elements: raised decorative panels, decorative glass panels or panes, decorative handles, etc.
 12. Stone accents
 13. Shutters
 14. Board and batten siding
 15. Hardy board siding
 16. Raised banding
 17. Craftsman style garage doors
- B. Exterior building materials contribute significantly to the visual impact of a building on the community. These materials shall be well designed and integrated into a comprehensive design style for the project. The total exterior wall area of each building elevation shall be composed of one of the following:
1. At least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.
 2. At least thirty percent (30%) full-width brick or stone, with the balance being stucco and/or a “cementitious” lap siding. (A “cementitious” lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option.).
 3. All textured stucco shall be permitted subject to the provision of at least five (5) unique design features such as recessed garages, tile or metal roofs, arched windows, porches, etc. in the elevations of the buildings or the buildings are all brick stucco.
 4. For all designs, architectural facades and features shall be submitted and reviewed by the Planning and Zoning Director or designee for compliance prior at time of site plan review.
- C. Other similar design variations meeting the intent of this section may be approved by the Planning and Zoning Director or designee.
- D. The architectural styles and facades shown in **Exhibit D, Representative Façade Samples** herein are considered conceptual.
- E. The Permittee shall utilize “Dark Sky” lighting principles when selecting lighting fixtures for all street lighting. Such lighting shall achieve the overall effect of containing and shielding excessive light pollution from adjacent properties. Appropriate designs are as shown on **Exhibit E**, attached hereto.

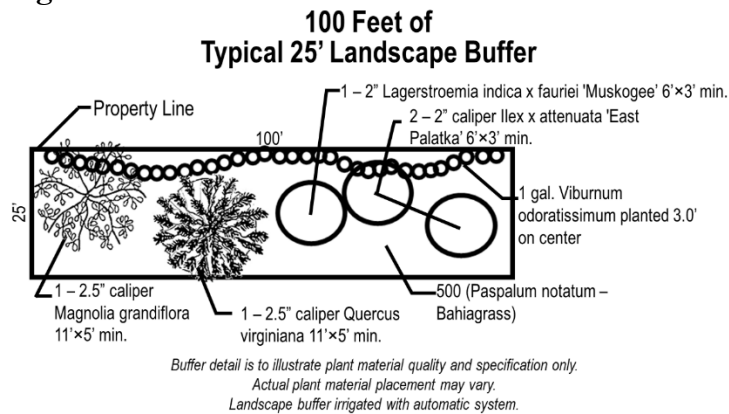
6. OPEN SPACE, LANDSCAPING & BUFFER REQUIREMENTS

- A. A minimum of 35% open space shall be provided throughout the development. Open space may consist of buffers, wetlands retention and recreation areas.
- B. A minimum thirty- (30) foot wide landscape buffer tract shall be provided along the County Road 48 right-of-way. Wherever the thirty- (30) foot buffer is directly adjacent to residential lots along CR 48, a minimum three- (3) foot high berm shall be required.
- C. A minimum twenty-five (25)-foot wide buffer tract with plantings as shown in Figure B below, shall be provided along the southeastern portion of the property adjacent to neighboring development.
- D. A minimum fifteen- (15) foot wide buffer tract with plantings as shown in Figure B below, shall be provided along the northern portion of the property adjacent to neighboring development.
- E. All landscape buffers shall be separate from all other platted lots, shall not be part of individually platted lots, and shall be a common area to be maintained by an entity such as a Property Owners or Homeowners Association.
- F. Each platted detached single-family residential lot of record shall contain a minimum of one canopy or understory tree, located within in the front yard, selected from the list of trees within the City of Leesburg Code of Ordinances, *Section 25-328 Table 1, Canopy Trees*, plus at least one other tree, located in the back yard. All other requirements for tree planting based on lot size under the Code of Ordinances shall remain in effect.
- G. Each platted attached single-family residential lot ('Villa') of record shall contain a minimum of one canopy or understory tree, located within in the front yard, selected from the list of trees within the City of Leesburg Code of Ordinances, *Section 25-328 Table 1, Canopy Trees*, plus at least one other tree, located in the back yard. All other requirements for tree planting based on lot size under the Code of Ordinances shall remain in effect.
- H. A split-rail fence or opaque plank fence, of either wood or vinyl/synthetic construction, shall be installed along the perimeter of the property adjacent to neighboring development and/or roadway(s), wherever there is no berm or wetland present. The fence shall be installed at a minimum height of four (4) feet. Said fence shall be maintained by the Property Owners or Homeowners Association. Acceptable fence samples and placement for the standards herein are shown in **Exhibit F, Conceptual Fence Examples**.
- I. 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.
- J. 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



- K. Variations to the landscape and buffering requirements of the code may be approved by the Planning and Zoning Director or designee, to the extent that the overall intent of the PUD and the Landscaping Code are maintained, including consideration of existing fencing on adjacent properties and existing natural vegetative buffers.
- 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. The tree survey shall be completed by a licensed surveyor.

7. SITE ACCESS AND SIGNAGE

- A. The main vehicular access to the project site shall consist of a minimum of three (3) boulevard-style primary access points, one (1) cross access to the south, and two (2) cross-accesses to the north, as reviewed by Lake County Public Works, and/or FDOT as applicable, and as shown on the **Conceptual Development Plan - Exhibit C**, as amended. All access points are conceptual and subject to Lake County and City of Leesburg approval. Actual location and design of all roads shall be determined during the site plan review process and shall include consideration of, and connection to, sidewalks, recreation paths, etc. All other access shall be reviewed for necessity and requirements through Lake County and the City of Leesburg development and permitting processes. Any additional access points shall be subject to site plan application review process.
- B. The three (3) main access points shall be constructed as a “boulevard-type” roadways, having a landscaped median area of at least eight (8) feet in width, and designed to allow emergency access vehicles room to maneuver. This will include left and right turn lanes exiting the property if required during site plan review. This entrance shall be reviewed and adjusted by staff as needed at the Site Plan and Construction Plan review.
 - 1. Offsite road improvements on existing roads adjacent to the property may be required based on finalized access locations. Such improvements may include, but are not limited to, left and right turn lanes, right-of-way dedication, and pavement rehabilitation. Any proposed offsite road improvements must be approved by Lake County Public Works.
 - 2. Prior to completion of the subdivision design plans, the developer shall work with the Lake County Department of Public Works to ensure all appropriate required roadway and access improvements for the development are made part of the plans submitted to the City of Leesburg.
 - 3. The Master Development Plan, and the access points proposed thereon, are considered conceptual until the appropriate engineering and site plan reviews, along with any required upgrades are completed for the project.
- C. All access points are subject to review and approval by the appropriate permitting agency, including FDOT, Lake-Sumter Metropolitan Planning Organization, Lake County and the City of Leesburg as applicable. The developer shall be responsible for on and offsite improvements required as a result of any access points. The developer shall be responsible for all on and offsite improvements required as a result of any access points.
- D. Each required 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 may be substituted for one (1) sign within the landscape buffer on one side of the entry way. This may be used for signage per City of Leesburg Code of Ordinances, as amended.

- E. Alternative designs for signage, ground enclosure support, and bases of monument signs may be approved by the Planning and Zoning Director or designee, where the architectural style would be in keeping with the intent of these sign regulations.
- F. Roadway interconnectivity shall be provided as shown on the **Conceptual Development Plan – Exhibit C**, and amended as needed in the site plan review process, to allow for connection points between this development and future development of adjacent properties.

8. TRANSPORTATION IMPROVEMENTS

- A. Any transportation improvements or rights-of-way that may be required shall be based on projected needs and shall be contingent upon site plan approval by City staff during the development review and permitting process. The plan review process shall include consideration of required sidewalks, recreation paths, etc.
- B. A traffic/transportation study shall be submitted for review and determination of any necessary access improvements, and including any off-site improvements legally required by Lake County, the Lake-Sumter MPO, or the City of Leesburg. Said improvements will be the responsibility of the Permittee.
- C. The Permittee shall provide necessary traffic improvements within and adjacent to the development which are legally required by Lake County, the Lake-Sumter MPO, and City of Leesburg.
- D. All roads within the development shall be designed and constructed to meet the City of Leesburg requirements. All roads within the development shall be constructed to meet the City of Leesburg's standards, ARTICLE VII – TECHNICAL STANDARDS of the Code of Ordinances, as amended.
- E. This project has 5,659 +/- linear feet fronting County Road 48, per Lake County Property Appraiser data. Per Ordinance 14-39, the Interlocal Service Boundary Agreement between the City of Leesburg and Lake County, shall assume maintenance responsibility of the associated right(s)-of-way, as noted therein.
- F. The Permittee shall be responsible for obtaining all necessary legally required Lake County and FDOT permits, as required, and a copy of all permits shall be provided to the City of Leesburg.
- G. The City of Leesburg shall not be responsible for the construction of any roads or transportation improvements.
 - 1. Should the Permittee (or designee) desire to dedicate the proposed project's internal road system to the City of Leesburg; the Permittee shall demonstrate to the satisfaction of the City of Leesburg that the road system is in suitable condition and meets all City road design requirements.
 - 2. Should the Permittee (or designee) choose to retain the roadways, the Permittee shall establish an appropriate legal entity that shall accept responsibility to pay the

cost and perform all services required to maintain the roads and transportation improvements to City of Leesburg codes and standards, as amended. A Homeowners or Property Owners Association, or other such legal entity will be considered acceptable. As a condition of accepting the roadway system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project and may require bonds or other financial assurance of maintenance for some period of time.

- H. Sidewalks shall be provided on both sides of the entrance road(s) and all internal roads, and shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall be of sufficient width to contain sidewalks on both sides of each street. All sidewalks shall be constructed in accordance with City of Leesburg Codes.

9. UTILITIES

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

- A. A detailed site plan that indicates all the provisions for electric, water, sewer, and/or natural gas in accordance with the City of Leesburg Land Development Codes.
- B. Developer shall bear all responsibility, financial and otherwise, for the construction and installation of all utility infrastructure and other improvements related to the use and development of the property, consistent with the typical pioneering agreement approved on new home projects in the city, including such off-site improvements required by the City and all other appropriate government agencies. All such requirements shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.
- C. Developer shall be responsible for the installation of a natural gas appliances in eighty percent (80%) of all single-family homes in the development as required by the City of Leesburg Code of Ordinances as amended.
- D. The City of Leesburg intends to service the property with water and wastewater services at this time. At the time of connection, all regulations in place at the time of the request shall be required, including but not limited to impact fees, connection and utility service deposit charges. The cost of supplying water and wastewater lines and other necessary infrastructure such as lift stations to the development shall be the responsibility of the applicant.

10. STORMWATER/DRAINAGE MANAGEMENT

All drainage shall be designed and constructed in a manner to meet all State of Florida and City of Leesburg codes, including the requirement that all stormwater runoff is contained

within the boundaries of the properties, and does not create a detriment to surrounding properties. Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

- A. A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.
- B. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.
- C. A responsible legal entity for the maintenance of the stormwater management system on the plat prior to the approval of the final plat of record. A homeowner's or property owners association is an acceptable maintenance entity.
- D. The existing 100-year flood plain on the property shall be shown on all plans and lots.
- E. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and /or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.
- F. A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District shall be provided to the City during the site plan review process.
- G. Should the Permittee desire to dedicate the proposed project's stormwater management system to the City of Leesburg; the City, at its discretion, may accept or not accept the stormwater management system.
 - 1. Prior to acceptance, the Permittee shall demonstrate to the City the stormwater management system is in a suitable condition and meets City of Leesburg and St. Johns River Water Management District requirements.
 - 2. As a condition of accepting the system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project.
- 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.

11. WETLANDS, FLOOD ZONES & WILDLIFE

- A. All wetlands on the project site shall be identified by a jurisdictional wetland boundary line, and the location and extent of each wetland shall be determined by

the Department of Environmental Protection, St. Johns River Water Management District and/or U.S. Army Corp of Engineers. Each wetland shall be placed on a suitable map, signed and sealed by a surveyor registered to practice in Florida and shall be submitted as part of the site plan application process.

- B. To the extent practicable, wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, the St. Johns River Water Management District or another legal entity such as a homeowner's association. The conservation easement shall require that the wetlands be maintained in their natural and unaltered state. Wetlands shall not be included as a part of any platted lot, other than a lot platted as a common area, which shall be dedicated to the St. Johns River Water Management District or another legal entity such as a homeowner's association for ownership and maintenance.
- C. Buildings or structures shall be a minimum of 50 feet from any wetland jurisdiction boundary, or as required by the applicable government authority.
- 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, floodplain mitigation, wetland mitigation, and recreational trails and boardwalks, as permitted by St. Johns River Water Management District.
- F. If wetland alteration is permitted by St. Johns River Water Management District and/or U.S. Army Corp of Engineers, wetland mitigation shall be required in accordance with permit approvals from St. Johns River Water Management District or U.S. Army Corp of Engineers, whichever is more restrictive.
- G. A wildlife management plan for the project site shall be prepared based on the results of an environmental assessment of the site and any environmental permit required from applicable governmental agencies. The wildlife management plan shall be submitted to the City as part of the site plan application process.
- H. A map indicating the location of the 100-year flood plain.
- I. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and/or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.

- J. Through the Site Plan Review process, the developer shall coordinate with the City of Leesburg, Lake County and all impacted government agencies regarding elevation determinations, compensatory storage and overall design of the subdivision within and near flood hazard boundary areas, to ensure compliance with all regulations.

12. IRRIGATION & WATER USAGE

- A. All landscaped areas shall be irrigated and designed to meet Section 25-327, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.
- B. The use of St. Augustine grass, or other varieties of grass which require significant amounts of water are prohibited. The use of Bahia, Bermuda, Zoysia or other grasses which are more drought tolerant are permitted.

13. RECREATIONAL REQUIREMENTS

- A. Recreational development provided on the site may include active and passive uses, as well as enclosed or unenclosed recreational space, devoted to the joint use of the residents. Such recreational space shall consist of not less than 200 square feet of space per dwelling unit, or 4.18 total acres, whichever is greater.
- B. Recreational requirements shall include at least one (1) primary active recreation areas to include a swimming pool and cabana with onsite parking, children's playground with equipment, and dog park area. The primary recreational facility shall be constructed in conjunction with and completed no later than the completion of 200 of the approved residential units.
 - 1) A walking/nature trail, including boardwalks, shall be constructed near the wetlands throughout the development, as generally depicted on the attached **Conceptual Site Plan, Exhibit C**, which is subject to modification with approval by the City of Leesburg.
- D. Other recreation areas may include such uses as outdoor cooking facilities such as grills, outdoor exercise equipment, youth playgrounds, tot lots, trail/boardwalk overlooks, gazebos, play courts, dog parks, or other similar uses which will meet the intent of this document.
 - 1) Retention parks may be included in the design of the subdivision and may be designed such that park areas, which may consist of dry retention areas, can be used as open fields, playgrounds or trails.

14. MAINTENANCE

- A. With the exception of any public utilities, maintenance of all site improvements, including but not limited to roadways, drives, internal sidewalks, landscaping and drainage shall be the responsibility of the property owner. A homeowner's association or property owner's association shall serve as an appropriate entity for all common properties within the development.

15. DEVELOPMENT PHASING & IMPLEMENTATION

- A. The proposed project may be constructed in phases in accordance with the Planned Unit Development Conditions and Conceptual Plan. Changes to the development conditions or conceptual plan, other than those conditions described in these PUD Conditions of Approval, shall be revised in accordance with the Planned Development review process, City of Leesburg Code of Ordinances.
- B. As part of the overall development process, if the project is constructed in phases, then plat of the lots for each approved phase shall contain only portions of the development approved under the Site Plan Review Process, i.e. each phase platted shall match each phase submitted for site plan review.
- 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.

16. MISCELLANEOUS CONDITIONS

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

17. LEVELS OF SERVICE

A. Levels of Service

1. As submitted, the development resulting from the proposed zoning change may result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to water, wastewater, roads, drainage, and solid water. No final development order (site plan and building permits) shall be granted for proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.

B. Utilities

1. Projected Capacities

- i. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.

- C. If the development requires construction of new distribution or collection lines, or other infrastructure needed to develop the subdivision, the developer will be required to construct such facilities to provide service. The developer will bear the cost of design, permitting and construction. Any such facilities must be constructed in a fashion consistent with the City's master plans and to the City standards and specifications.

D. Commitment of Capacity

1. There are no previous commitments of any existing or planned excess capacity for this property.

E. Ability to Provide Services

1. At this time, the City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.
2. Future development within the City of Leesburg utility service areas may impact the provision of utility services.

EXHIBIT B**LEGAL DESCRIPTION**

Parcel ID Altkey: 1296536, 3876339, 1800986, 1775264, 1775205, 3907170, 2546042

A PARCEL OF LAND LYING IN SECTIONS 28, 29, 32 AND 33, TOWNSHIP 20 SOUTH, RANGE 24 EAST OF LAKE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 28 AND THE NORTHWEST CORNER OF LOT 42 OF CLEARWATER RESERVE PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 57, PAGES 89 THROUGH 94 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 00° 48' 05" WEST ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 28 FOR A DISTANCE OF 1325.78 FEET TO THE NORTH 1/4 CORNER OF SAID SECTION 33; THENCE RUN NORTH 89° 09' 12" WEST ALONG THE NORTH LINE OF SAID SECTION 33 FOR A DISTANCE OF 1324.20 FEET TO THE NORTHEAST CORNER OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 33; THENCE RUN SOUTH 00° 38' 58" WEST ALONG THE EAST LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 33 FOR A DISTANCE OF 1246.47 FEET; THENCE DEPARTING SAID EAST LINE RUN NORTH 87° 23' 18" WEST FOR A DISTANCE OF 4456.81 FEET; THENCE RUN NORTH 31° 56' 09" WEST FOR A DISTANCE OF 405.63 FEET TO THE EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD 48, ACCORDING TO PROJECT NO. 1092; THENCE RUN NORTH 29° 00' 47" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 3873.04 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 29; THENCE RUN SOUTH 89° 13' 43" EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 1517.30 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 28; THENCE RUN SOUTH 89° 13' 32" EAST ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 28 FOR A DISTANCE OF 1323.29 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 28; THENCE RUN SOUTH 00° 50' 31" WEST ALONG THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 28 FOR A DISTANCE OF 662.43 FEET TO THE NORTH LINE OF THE SOUTH 3/4 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 28; THENCE RUN SOUTH 89° 12' 20" EAST ALONG SAID NORTH LINE FOR A DISTANCE OF 1323.81 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 28; THENCE RUN SOUTH 89° 15' 48" EAST ALONG THE NORTH LINE THEREOF FOR A DISTANCE OF 1322.89 FEET TO THE NORTHEAST CORNER THEREOF; THENCE RUN SOUTH 00° 48' 08" WEST ALONG THE

EAST LINE THEREOF FOR A DISTANCE OF 662.02 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE RUN NORTH 89° 18' 04" WEST ALONG THE SOUTH LINE THEREOF FOR A DISTANCE OF 1322.88 FEET TO THE POINT OF BEGINNING.

CONTAINING 417.79 ACRES, MORE OR LESS.

A PORTION OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 24 EAST, AND A PORTION OF THE WEST ONE HALF OF THE NORTHWEST ONE QUARTER OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST ONE QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH RANGE 24 EAST LAKE COUNTY FLORIDA; THENCE NORTH 89°41'38" WEST ALONG THE NORTH LINE OF THE SAID NORTHEAST ONE QUARTER A DISTANCE OF 2642.11 FEET TO THE NORTHWEST CORNER OF THE SAID NORTHEAST ONE QUARTER OF SAID SECTION 32; THENCE RUN NORTH 89°38'44" WEST ALONG THE NORTH LINE OF THE NORTHWEST ONE QUARTER OF SAID SECTION 32 A DISTANCE OF 294.10 FEET TO THE EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD #48; THENCE RUN SOUTH 28°35'10" WEST ALONG THE SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 866.54 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT OF WAY LINE RUN SOUTH 32°23'03" EAST A DISTANCE OF 405.37 FEET; THENCE RUN SOUTH 87°50'12" EAST A DISTANCE OF 4456.51 FEET TO THE EAST LINE OF THE AFORESAID WEST ONE HALF OF THE NORTHWEST ONE QUARTER OF SAID SECTION 33; THENCE RUN SOUTH 00°12'25" WEST A DISTANCE OF 1338.44 FEET TO THE SOUTHEAST CORNER OF THE SAID WEST ONE HALF OF THE NORTHWEST ONE QUARTER OF SAID SECTION 33; THENCE NORTH 89°40'37" WEST ALONG THE SOUTH LINE OF THE SAID WEST ONE HALF OF THE NORTHWEST ONE QUARTER OF SAID SECTION 33 A DISTANCE OF 1327.83 FEET TO THE SOUTHEAST CORNER OF NORTHEAST ONE QUARTER OF THE AFORESAID SECTION 32; THENCE RUN NORTH 89°39'53" WEST ALONG THE SOUTH LINE OF THE SAID NORTHEAST ONE QUARTER A DISTANCE OF 1322.37 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST ONE QUARTER OF THE SOUTHEAST ONE QUARTER OF SAID SECTION 32 TO THE NORTH LINE OF PROPERTY RECORDED IN OFFICIAL RECORDS BOOK 3095 PAGE 1479 PUBLIC RECORDS OF LAKE COUNTY FLORIDA; THENCE RUN SOUTH 79°17'47" WEST ALONG SAID NORTH LINE A DISTANCE OF 1346.90 FEET TO A 4"X4" CONCRETE MONUMENT; THENCE RUN NORTH

59°22'54" WEST ALONG SAID NORTH LINE A DISTANCE OF 657.17 FEET TO A 4"X4" CONCRETE MONUMENT; THENCE RUN NORTH 73°59'09" WEST ALONG SAID NORTH LINE A DISTANCE OF 666.10 FEET TO A 4"X4" CONCRETE MONUMENT; THENCE RUN SOUTH 83°46'24" WEST ALONG SAID NORTH LINE A DISTANCE OF 119.21 FEET TO THE WEST LINE OF THE EAST ONE HALF OF THE NORTHWEST ONE QUARTER OF SAID SECTION 32; THENCE RUN NORTH 00°20'39" EAST ALONG SAID WEST LINE A DISTANCE OF 472.82 FEET TO THE SAID EASTERLY THE RIGHT-OF-WAY LINE FOR COUNTY ROAD 48; THENCE RUN NORTH 28°35'10" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 1315.98 FEET TO THE POINT OF BEGINNING.

CONTAINING 178.50 ACRES, MORE OR LESS.

~ End of Legal Description ~

CONCEPTUAL SITE PLAN





TYPICAL DARK SKY LIGHTING FIXTURES

Examples of Acceptable / Unacceptable Lighting Fixtures

Unacceptable / Discouraged

Fixtures that produce glare and light trespass



Acceptable

Fixtures that shield the light source to minimize glare and light trespass and to facilitate better vision at night



Illustrations by Bob Ciesla © 2005. Rendered for the Town of Southampton, NY. Used with permission.



Figure 1 – Opaque vinyl fence

Example Source Courtesy of Bespoke Fence

<https://bespokefence.com/products/vinyl-fences/>



Figure 2 – Split-rail fence

Example Source Courtesy of Superior Outdoor Products

<https://superiorplasticproducts.com/3-rail-vinyl-fence>



SUMMARY MINUTES OF THE REGULAR MEETING
OF THE PLANNING COMMISSION
CITY HALL
THURSDAY, JULY 31ST, 2025 - 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, July 31st, 2025, at City Hall.

Vice-Chairman Sanders called the meeting to order at 4:30 p.m.

The following Commission members were present:

Nathaniel Sanders
Ted Bowersox
Frazier Marshall
John O'Kelley
Ze'Shieca Carter
Stewart Kaplan
Ken Simeone

The following Commission member was absent:

Tim Sennett - Chairman
Darin Akkerman

City staff that was present included Dan Miller, Planning & Zoning Director, Sabrina Mitchell, Executive Assistant I, Kandi Harper, Deputy Director, Max Van Allen, Senior Planner and Melissa Medders De Los Santos, Planner. Attorney Jennifer Cotch was also present.

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

Dan Miller informed the audience of the rules of participation and the need to sign the speaker's registry. He also informed Commissioners and the audience that the City Commission meeting dates are tentatively scheduled.

**MINUTES OF THE PLANNING COMMISSION MEETING FOR THURSDAY,
JUNE 19TH, 2025.**

from June 19th, 2025 Planning Commission, there may be some type of scheduling conflict from the applicant; satisfied with conditions, went over facades; consistent, and mixed of uses, commercial zoning; open a store.

Vice-Chairman Sanders stated if the applicant would like to speak on the case.

Vice-Chairman Sanders stated if anyone in the Public wants to speak on the case.

Vice-Chairman Sanders closes discussion from the Public and then discussion took place with the Commission.

Commissioners' and Dan Miller discussed fence location; Dan Miller replied due to the fact that the neighbor did make a request and we thought it was a good idea; the fence will go around the sides and back of the property only.

Vice-Chairman Sanders entertained a motion, and then the voting took place.

Vice-Chairman Sanders called for a vote on the first case.

Commissioner Bowersox made a motion to APPROVE case # PUD-25-586 – VISTA AVENUE PDO – PLANNED DEVELOPMENT OVERLAY
Commissioner Kaplan SECONDED the motion.

The roll call vote was:

Commissioner Carter	Yes
Commissioner Kaplan	Yes
Commissioner O'Kelley	Yes
Commissioner Sanders	Yes
Commissioner Simeone	Yes
Commissioner Bowersox	Yes
Commissioner Marshall	Yes

Seven yeas, no nays, the Planning Commission approved case # PUD-25-586 – VISTA AVENUE PDO – PLANNED DEVELOPMENT OVERLAY.

Vice-Chairman Sanders called for the second case under new business be brought forward.

NEW BUSINESS

1) PUBLIC HEARING CASE # LSCP-25-547 – OAK RIDGE – LARGE SCALE COMPREHENSIVE PLAN AMENDMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE FUTURE LAND USE DESIGNATION OF APPROXIMATELY 596.29 +/- ACRES FROM LAKE COUNTY RURAL TO CITY OF LEESBURG ESTATE RESIDENTIAL FOR A PROPERTY GENERALLY LOCATED EAST OF COUNTY ROAD 48 AND SOUTH OF RONALD REAGAN TURNPIKE, AS LEGALLY DESCRIBED IN SECTION 28, 29, 32 TOWNSHIP 20 SOUTH,

RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, AUGUST 25TH, 2025 AND SECOND READING IS TENTATIVELY SCHEDULED FOR MONDAY, OCTOBER 13TH, 2025)** (Oak Ridge LSCP)

Dan Miller stated for the record to discuss both cases together and vote separately.

Dan Miller introduced case number #LSCP-25-547 – Oak Ridge – Large Scale Comprehensive Plan Amendment and case number #PUD-25-548 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, and staff recommendations.

Dan Miller gave a background and explanation of the subject property, location, zoning, proposal, went over the PUD requirements, went over site plan, design and architectural standards, site access and signage, recreation, utilities; stated all development must be on City water and wastewater; so, there will be no wells or septic systems on the property, and phasing, or expiration clause; which requires that the development move forward with substantial commencement within four years, or the property has an automatic reversion to the RE-1 Zoning standards, which is one acre per unit.

Max Van Allen, Senior Planner utilized a power point presentation to demonstrate the area of the proposed site for the cases.

Department Review Summary: This case was sent out to all the different City departments, Lake County Public Works, and Lake County School Board, from the City Departments; no substantive comments from the City departments; the project is outside the Leesburg Electric service area; Gas Department comments read into the record. Lake County School Board; the project will be subject to school concurrency review. This is a review by the school board staff to see if adequate student stations are present; project will be subject to a mitigation agreement to provide adequate stations within the school system, thus, the developer will have to provide adequate student stations, or adequate stations must exist within the system for the project to move forward, at the time of development, each of those mitigation agreements must be approved by the School Board and the Leesburg City Commission. Lake County Public Works had no comments; however, for the record, we would like to note that staff is continuously communicating with Lake County on various projects, and we anticipate that this proposal should it be approved by City Commission; the standard comments regarding turn lanes, additional right of way for roads and drainage, etc., will apply. Leesburg's PUDs are written to support Lake County Public Works in the matter of these requests. Public responses – no written Public comments were received from the State of Florida and City of Leesburg notice requirements, posted signs, and newspaper.

Dan Miller read the Staff Recommendations into the record for both cases; Staff recommended approval.

Vice-Chairman Sanders stated if the applicant would like to speak on the case.

Logan Opsahl Lowndes Law Firm 215 North Eola Drive thanks the Commission for their time and service, also thanks Staff for their presentations and gave a brief presentation; went over location map, surrounding density; Huntington Oaks; north, 3.7 units an acre, Blake Ridge; 2.9, Zellwood; 2.9, compatibility perspective; relates to density, being proposed on Oak Ridge; 596 acres, equates to 1½ units an acre, FLU; Lake County map; existing use, commercial, estate residential, Zoning map; yellow PUD, agricultural historical use, sod stripping cattle; property use history, previous site plan; presented at community meeting; similar to final site plan; in PUD, work with Staff on changes on specific comments heard at community meeting; made changes, Dan Miller outlined the SF versus villas; read lot sizes into the record, addition of 50' and 60' lots; cooperation with Staff, heavily amenities; open space; being preserved, wetlands; created, natural vegetation, multi-use trail, natural trail, neighborhood parks, activity center pool, open space elements; in PUD performance standard include; 35% min., our current plan; 70% open space, maximized wetland preservation, unique shape; development; enhancements of preserving/creating new wetlands, native landscape; improved water quality, buffering from the development, natural wetlands, stormwater treatment; fully engineered, working with City Staff and City code, natural trail; east, neighbors comments, view shed; changes made, and went over the final site plan.

Vice-Chairman Sanders stated if anyone in the Public wants to speak on the case.

Commissioners' and Dan Miller discussed water consumption; addressed thoroughly by the City of Leesburg; Dan Miller replied it has been reviewed by the Public Works department, evidence of current capacity, we do not reserve capacity, wastewater; Dan Miller replied wastewater same situation, CR 48 impact; Dan Miller replied there is a traffic study required of every zoning; done, didn't degrade the level of service; gave a brief explanation to the Commission on level of service, Lake County require; widening of turn lanes; if project approved, by City Commission as well, site plan 600 acres; 1½ houses per acre, 1½ acres on the whole 600 acres site; Dan Miller replied that's correct, the City of Leesburg use gross density measurements, gave a brief explanation to the Commission on gross density, 1.5 density; consistent, lot sizes throughout the developments and densities, lot sizes; same, wetlands; marsh, water, over populated, very dense; houses, plans; too congested, open space; wetlands, mosquitos, site plan, back yards; backing up to marsh/wetlands, too clustered, approximate space between houses; 50' or 70' lots; Dan Miller replied and stated it's the standard 5' on each side to give you 10', market, aim to bring families in Lake County think about education, part of amenities; childcare center, prefer community oriented childcare center versus pool; consider in plans, roads inferior; not addressed/solved, on-going problem, CR 48 & 33 continuous issues; not in favor.

Logan Opsahl addressed comments from the Commission and stated it's based on density across the whole site; roads/units are placed; too be cluster; upland area,

avoid wetlands, additional open space, thanks Commission for comments, market; recognizing as amenity.

Brian Skidmore Ardurra Group representing the applicant at 4921 Memorial Highway Tampa, Florida stated to comments for open space amenities and concern about density, upland portions of project considered that on the outline of the design, water management district, standard buffer; 25', providing expanded buffers, plant buffers; current condition, enhancing buffers; native vegetation, creating filter strips; behind the lot, plantings ground cover/trees, expanded wetlands; existing, buffer wetland from development, provide expanded habitat; throughout the development, 20' acres; new wetlands.

Brian Dalrymple representing the applicant at 3140 Orleans Way Apopka, Florida stated some entry level houses, some first time move up; large lots, second time move up; buyer, leaving house, layout; a lot of space; enjoy the nature, open space, and enhance places as well.

Vice-Chairman Sanders stated if the Commission have any questions of Staff or applicant.

Vice-Chairman Sanders closes discussion from the Public and then discussion took place with the Commission.

Vice-Chairman Sanders entertained a motion, and then the voting took place.

Vice-Chairman Sanders called for a vote on the first case.

Commissioner Carter made a motion to APPROVE case # LSCP-25-547 – OAK RIDGE – LARGE SCALE COMPREHENSIVE PLAN AMENDMENT SECONDED the motion.

The motion dies for a lack of a second.

Commissioner Marshall made a motion to DISAPPROVE case # LSCP-25-547 – OAK RIDGE – LARGE SCALE COMPREHENSIVE PLAN AMENDMENT Commissioner Bowersox SECONDED the motion.

The roll call vote was:

Commissioner Kaplan	Yes
Commissioner O'Kelley	Yes
Commissioner Sanders	No
Commissioner Simeone	Yes
Commissioner Bowersox	Yes
Commissioner Marshall	Yes
Commissioner Carter	No

Five yeas, two nays, the Planning Commission disapproved case # LSCP-25-547 – OAK RIDGE – LARGE SCALE COMPREHENSIVE PLAN AMENDMENT.

Vice-Chairman Sanders called for the second case under new business be brought forward.

2) **PUBLIC HEARING CASE # PUD-25-548 – OAK RIDGE – PLANNED UNIT DEVELOPMENT**

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING OF APPROXIMATELY 596.29 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) FOR A PROPERTY GENERALLY LOCATED EAST OF COUNTY ROAD 48 AND SOUTH OF RONALD REAGAN TURNPIKE, AS LEGALLY DESCRIBED IN SECTION 28, 29, 32 TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, AUGUST 25TH, 2025 AND SECOND READING IS TENTATIVELY SCHEDULED FOR MONDAY, OCTOBER 13TH, 2025)** (Oak Ridge PUD)

Vice-Chairman Sanders entertained a motion, and then the voting took place.

Commissioner Bowersox made a motion to DISAPPROVE case # PUD-25-548 – OAK RIDGE – PLANNED UNIT DEVELOPMENT Commissioner O’Kelley SECONDED the motion.

The roll call vote was:

Commissioner O’Kelley	Yes
Commissioner Sanders	No
Commissioner Simeone	Yes
Commissioner Bowersox	Yes
Commissioner Marshall	Yes
Commissioner Carter	No
Commissioner Kaplan	Yes

Five yeas, two nays, the Planning Commission disapproved case # PUD-25-548 – OAK RIDGE – PLANNED UNIT DEVELOPMENT.

ANNOUNCEMENTS

Dan Miller stated he would like to thank Staff for the hard work they done during some health challenges he had; also thanks the Commission for all the hard work they do.

ADJOURNMENT

Meeting was adjourned at 5:23 p.m.

Nathaniel Sanders, Vice-Chairman

Sabrina Mitchell, Executive Assistant I

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.C.1.

Meeting Date: August 25, 2025

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida approving the donation of certain real property owned by the City of Leesburg located at 309 S. Palmetto Street, Leesburg, Florida 34748 and identified as Parcel ID number 26-19-24-3300-000-03404, to Forward Paths Foundation, Inc., and authorizing the Mayor and City Clerk to execute a Special Warranty Deed to transfer the property; reserving a Utility Easement, ingress and egress easement, and parking easement; providing for conditions; and providing for an effective date.

Staff Recommendation:

Approve Resolution granting property to Forward Paths.

Analysis:

Commissioner Burry requested that the Commission donate the aforementioned parcel to Forward Paths. Subsequent discussions have been conducted, and all requirements have been completed, putting the Commission in a position to consider the donation of said parcel.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

None

RESOLUTION 2025-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, APPROVING THE DONATION OF CERTAIN REAL PROPERTY OWNED BY THE CITY OF LEESBURG LOCATED AT 309 S. PALMETTO STREET, LEESBURG, FLORIDA 34748 AND IDENTIFIED AS PARCEL ID NUMBER 26-19-24-3300-000-03404, TO FORWARD PATHS FOUNDATION, INC., AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A SPECIAL WARRANTY DEED TO TRANSFER THE PROPERTY; RESERVING A UTILITY EASEMENT, INGRESS AND EGRESS EASEMENT, AND PARKING EASEMENT; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Leesburg is the owner of certain real property located at 309 S. Palmetto Street, Leesburg, Florida 34748, and identified as Parcel ID Number 26-19-24-3300-000-03404 (the “Property”);

WHEREAS, the Property is located within the Greater Leesburg Community Redevelopment Area (“CRA”) and is improved with shuffleboard courts;

WHEREAS, in accordance with Section 163.380(3)(a), Florida Statutes, the City of Leesburg has published notice of its intention to dispose of the Property in a newspaper having general circulation within the City, and has invited and received proposals from any persons interested in undertaking to redevelop the Property;

WHEREAS, the City of Leesburg has reviewed and considered the proposals submitted and finds that the proposal submitted by Forward Paths Foundations, Inc., a Florida not for profit corporation, furthers the goals of the CRA, serves the public purpose of addressing youth homelessness and supporting vulnerable youth in the City with affordable housing options, improves the overall quality of life for other residents, visitors, and business owners, and is the most desirable among the proposals submitted; and

WHEREAS, the City of Leesburg has determined that donating the Property to a Forward Paths Foundation, Inc., to address youth homelessness in the City and to support vulnerable youth is a better use of the Property than continuing to incur expenses associated with the maintenance and repair of shuffleboard courts on the Property.

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

Section 1. **Recitals.** The recitals above are restated and are incorporated herein for all purposes.

Section 2. **Acceptance of Proposal and Conditions.** The City Commission of the

City of Leesburg hereby accepts the proposal submitted by Forward Paths Foundation, Inc., to redevelop the property to provide housing for homeless and vulnerable youth, subject to the City's reservation of a utility easement, ingress and egress easement, and parking easement on the Property, and subject to a reversionary interest in favor of the City if the Property is transferred or used for any purpose other than the purpose identified in the proposal submitted by Forward Paths Foundation, Inc., relating to the construction and operation of detached dwelling units for homeless and vulnerable youth in the City.

Section 3. Approval of Deed. The City Commission of the City of Leesburg hereby approves execution of a Special Warranty Deed with attached Covenants, Conditions, and Restrictions, for the purpose of conveying the Property to Forward Paths Foundation, Inc., together with any such incidental documents necessary to accomplish the purposes of this Resolution.

Section 4. Severability. If any condition or provision of this Resolution is determined to be invalid by any Court of competent jurisdiction then such condition or provision may be severed herefrom and all remaining conditions and provisions shall remain unaffected and in full force and effect.

Effective Date and Duration. This resolution shall be effective immediately.

PASSED AND RESOLVED this ____ day of _____, 2025, by the City Commission of the City of Leesburg, Florida

THE CITY OF LEESBURG, FLORIDA

Alan Reisman, Mayor

ATTEST:

J. Andi Purvis, City Clerk

APPROVED AS TO FORM

William Grant Watson, City Attorney

Prepared by and return to:
William Grant Watson, Esq.
Stone & Gerken, P.A.
4850 N. Highway 19A
Mount Dora, FL 32757
352-357-0330

Parcel ID Number: 26-19-24-3300-000-03404 _____
[Space Above This Line For Recording Data]

Special Warranty Deed

This Special Warranty Deed made this ____ day of _____, 2025 between **The City of Leesburg, Florida, a Florida municipal corporation**, whose post office address is Post Office Box 490630, Leesburg, Florida 34749, grantor, and **Forward Paths Foundation, Inc.**, a Florida not for profit corporation, whose post office address is Post Office Box 492109, Leesburg, Florida 34748, grantee:

(Whenever used herein the terms grantor and grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Lake County, Florida**, to-wit:

Lot 34, less the South 165 feet thereof, all lying South of Main Street, according to the Official Plat of the City of Leesburg, Lake County, Florida, recorded in Plat Book 2, Page 19, Public Records of Lake County, Florida.

Subject to the Declaration of Covenants attached hereto as Exhibit “A”. Subject also to easements, and other restrictions, and reservations of record, if any. Grantor hereby reserves and retains for itself and its successors and assigns, a utility easement, on, upon, through, over, under, and across the above-described property.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under grantors, but against none other.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

THE CITY OF LEESBURG, FLORIDA, a
Florida municipal corporation,

By: _____
Alan Reisman, Mayor

Witness Name: _____
Postal Address: _____

Witness Name: _____
Postal Address: _____

Attest: _____
J. Andi Purvis, City Clerk

State of Florida
County of Lake

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 2025 by Alan Reisman, as Mayor of the City of Leesburg, Florida, a Florida municipal corporation, who [] is personally known or [] has produced a driver's license as identification.

[Notary Seal]

Notary Public

Printed Name: _____

My Commission Expires: _____

Exhibit "A"
(Covenants, Conditions, and Restrictions)

The following covenants and restrictions are conditions imposed on this conveyance from grantor to Grantee and shall run with the Property and shall be binding on Grantee and Grantee's successors, transferees, and assigns:

1. **Use and Construction Requirement.** The Property shall only be used for the purpose of providing detached housing units for unhoused youth and for youth transitioning from foster care into independent living. Grantee shall promptly submit a site plan for evaluation by the City of Leesburg and shall apply for a development permit or building permit for not less than fifty percent (50%) of the planned units within five (5) years from the execution date of the deed to which these covenants are attached and incorporated, with time being of the essence.

2. **Absolute Prohibition on Transfer.** Grantee, being a non-profit organization under the laws of Florida, hereby covenants and agrees that it shall not sell, convey, assign, transfer, pledge, hypothecate, encumber, lease, or otherwise dispose of the Property, or any interest therein, to any third party, whether natural person or corporate entity, without the prior written consent of Grantor, which consent may be withheld in Grantor's sole and absolute discretion.

a. **Scope of Prohibition.** This prohibition shall apply to any manner of transfer or assignment, whether voluntary or involuntary, direct or indirect, actual or constructive, and shall include, without limitation: (i) any merger, consolidation, or reorganization of Grantee with another entity; (ii) any transfer resulting from bankruptcy, insolvency, receivership, or similar proceedings involving Grantee; (iii) any dissolution or liquidation of Grantee; (iv) any transfer by operation of law; and/or (v) any transaction or series of transactions structured to avoid this prohibition.

b. **Anti-circumvention.** Without limiting the generality of the foregoing, Grantee shall not engage in any of the following transactions without first obtaining Grantor's written consent, which consent may be withheld in Grantor's sole and absolute discretion: (i) any transaction that would result in the Property being owned, controlled, or used by any entity other than Grantee; (ii) any transaction that would result in Grantee ceasing to be the sole and exclusive owner of the Property; (iii) any transaction that would result in Grantee ceasing to be a non-profit organization under Florida law; and/or (iv) any transaction that would result in the Property being used for purposes other than those specified in Section 1 of these Covenants pertaining to the use and construction requirement.

3. **Access and Parking Easement.** A portion of the Property is reserved for use by the Grantor and Grantors successors, tenants, and assigns for ingress and egress, parking, and for construction of improvements and maintenance and repairs associated with such use. Grantor will consider Grantee's preferences as to location, dimensions, and configuration of the easement area in good faith, however, Grantor shall have the authority to determine and establish the location if the parties are unable to agree.

4. **Notices.** Every notice, demand, consent, approval or other document or instrument required or permitted to be served upon or given to any party hereto shall be in writing and shall be delivered in person or sent by nationally recognized overnight courier service or in registered or certified form, postage prepaid, return receipt requested, addressed to such party at the following address:

Grantor : The City of Leesburg, Florida
 Attn: City Manager
 501 W. Meadow Street
 Leesburg, Florida 34748

With copies to: City Attorney
 Stone & Gerken, P.A.
 4850 N. Highway 19A
 Mount Dora, Florida 32757

Grantee: Forward Paths Foundation, Inc.
 ATTN: CEO
 Post Office Box 492109
 Leesburg, Florida 34748

or to such other address as either party may direct for itself from time to time by written notice forwarded in accordance herewith.

5. Remedies and Consequences of Violation. Any violation or attempted violation of Section 1 or 2 of these Covenants, Conditions, and Restrictions by Grantee shall be void ab initio and shall cause title to the Property to automatically revert to Grantor without any further action or documentation. Upon such termination Grantor shall have the immediate right of re-entry and the right to take possession of the Property from Grantee. Grantor shall the right to seek injunctive relief to prevent any violation of these Covenants, Conditions, and Restrictions without the necessity of posting a bond and immediate irreparable harm shall be presumed. Grantor may further seek any and all other available legal or equitable remedies upon violation by Grantee.

6. Enforcement. The City of Leesburg, Florida shall have the right to enforce in law and equity any such covenants, conditions and restrictions contained in this Exhibit, including the right to recover reasonable attorney's fees and other costs in any litigation of this Exhibit in which the City of Leesburg, Florida is the prevailing party.

7. Governing Law and Venue. This Exhibit shall be construed in accordance with the laws of the State of Florida. Venue for any action hereunder shall lie exclusively in a court of competent jurisdiction located in Lake County, Florida.

8. Severability or Invalidity. Invalidation of any of these covenants, conditions and restrictions, or any portion hereof by a court of competent jurisdiction shall in no way affect any of the other covenants, conditions and restrictions. Any such invalid provision or provisions, or portions thereof shall be severed and all remaining covenants, conditions and restrictions shall remain in full force and effect.

9. Amendments. No amendment to these covenants, conditions and restrictions shall be enforceable unless such amendment is approved by Resolution of the City of Leesburg, Florida and is in writing and signed by the City of Leesburg, Florida.

10. Run with Land. These covenants, conditions and restrictions shall run with the title to the Property and shall inure to the benefit of the City of Leesburg, Florida and shall be binding upon Grantee and Grantee's heirs, successors, assigns, and transferees.

11. Recording and Renewal. The duration of these covenants, conditions and restrictions is perpetual and the City of Leesburg, Florida may record any renewals against the Property that it deems necessary to preserve its interests.

12. Waiver. The City of Leesburg, Florida may waive all or any portion of these provisions in its sole and absolute discretion, provided that such waiver must be approved by Resolution and in writing and signed by the City of Leesburg, Florida.

Miscellaneous Accounts Receivable Customers With Unpaid Balances
Prepared by Finance
June 30, 2025

CURRENTLY WORKED BY PROVIDING DEPARTMENT OR FINANCE

001 Fund

Jam Entertainment	Sent to Attorney for collection	Security for Nov 18,2023	145.00
Jennings, Matthew	Boat not here/ Sent to Attorney	Marina Rent	711.99
Mosley, Karissa	Sent to Attorney for collection	Security for Mar 16, 2025	782.50
			<u>1,639.49</u>

041 Fund

Pea, Marquise	Sent to Attorney for collection	Damages to City Property	3,963.64
Towler, Ethan	Sent to Attorney for collection	Apprenticeship Reimbursement	12,561.91
			<u>16,525.55</u>

Total 18,165.04

001 FUND TOTAL	\$	1,639.49
041 FUND TOTAL	\$	16,525.55
	\$	<u><u>18,165.04</u></u>

Expected write offs as of June 30, 2025

Every September, the Finance Director informs the Commission the dollar amount of customer accounts to be written off. Listed below are the amounts for the prior fiscal years and how the City is trending for fiscal years 2023 and 2024

Fiscal Write Off Year	Projected Written Off	Actual Written Off	Add'l Amount Collected
2023-2024			
2022-2023	\$ -		
2021-2022	281,753	350,141	68,388
2020-2021	307,042	22,615	(284,427)
2019-2020	284,281	635,544	351,263
2018-2019	342,912	284,276	(58,636)
2017-2018	394,427	268,001	(126,426)
2016-2017	345,913	314,552	(31,361)
2015-2016	491,091	440,511	(50,580)
2014-2015	431,543	364,023	(67,519)
2013-2014	292,507	258,246	(34,261)
2012-2013	280,544 *	216,319	(64,225)
2011-2012	380,227 *	341,414	(38,813)

Projected
Fiscal year 2024 - Month by Month
10/01/23- 09/30/24

Month	Amount Written Off	Number of Accounts	
		Commercial	Residential
October	\$ 37,620	4	70
November	48,177	3	104
December	40,391	2	79
January	51,778	2	108
February	79,343	11	89
March	26,916	3	78
April	21,640	2	59
May	30,631	7	65
June	21,116	0	65
July	16,335	0	50
August	19,742	4	62
September	24,913	2	68
Accounts to be written off*	\$ 418,602	40	897
Prior Yr to Date	\$ 159,374	39	956
difference - () negative	\$ (259,228)	(1)	59

Projected
Fiscal year 2025- Month by Month
10/01/24- 09/30/25

Month	Amount Written Off	Number of Accounts		Average Account Balance	
		Commercial	Residential	Commercial	Residential
October	\$ 24,587	3	62	2,165.43	410.84
November	29,713	4	79	532.52	458.07
December	30,263	0	76	705.93	493.40
January	44,737	9	81	277.11	474.28
February	40,176	7	89	3,413.69	469.57
March	25,043	7	57	410.39	329.29
April	46,684	12	95	92.21	363.64
May	25,599	3	60	526.33	414.55
June	39,424	2	79	0.00	324.86
July				0.00	326.70
August				315.16	298.09
September				267.91	358.48
Accounts to be written off	\$ 306,227	47	678		
Prior Yr to Date	\$ 357,612	34	717		
difference - () negative	\$ 51,385	(13)	39		

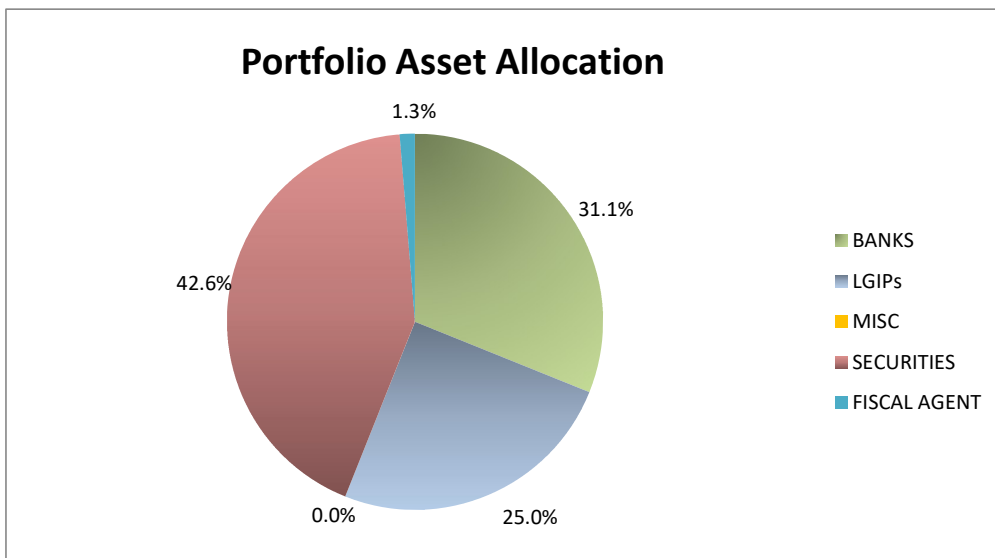
CITY OF LEESBURG CASH AND INVESTMENTS BY FUND 6/30/2025															
	GENERAL	SPECIAL REVENUE	DEBT SERVICE	CAPITAL PROJECTS	ELECTRIC UTILITY	GAS UTILITY	WATER UTILITY	WASTEWATER TREATMENT	COMMUNICATION	SANITATION SERVICES	STORM WATER	AIRPORT	BUILDING PERMITS	INTERNAL SERVICE	
POOLED CASH & INVESTMENTS	TOTAL	FUND	FUNDS GROUP	FUNDS	FUND	FUND	FUND	FUND	FUND	FUND	FUND	FUND	FUND	FUNDS GROUP	
OPERATING CASH	\$88,644,955.89	\$19,313,362.82	\$6,043,899.06	\$ 229,353.20	\$ 69,370.52	\$11,549,803.46	\$ 9,324,064.80	\$ 8,540,342.76	\$ 13,891,588.77	\$ 694,592.44	\$4,788,020.83	\$7,546,931.03	\$ 948,807.67	\$ 5,704,818.53	
RESTRICTED CASH															
CUSTOMER DEPOSITS	7,791,354.20					4,897,380.94	2,065,654.89	717,133.27	1,550.00	9,855.00					
RENEWIL & REPLCMNT	17,328,083.10	680,920.15	45,637.31			1,586,494.83	1,051,392.46	5,819,156.58	6,497,765.74	850,000.00				796,715.63	
BONDNOTE SINKING FUND	4,859,467.25		(37,894.57)			1,810,857.14	64,410.95	649,055.33	2,373,038.40						
INFRASTRUCTURE DEVELOPMENT	59,208.39		59,208.39												
SIGN GRANT & HUD SHIP	6,679,000.00		600,000.00		6,079,000.00										
HWY 441/27 CRA - Restricted Surplus	5,533,110.63							1,912,867.54	3,620,243.09						
IMPACT FEES	8,790,579.56	184,218.61	591,954.69		7,813,633.26	154,893.52	5,129.40								
OTHER RESTRICTED CASH	160,022.92					2,889,278.00									
DEVELOPER CONTRIBUTIONS	2,889,278.00														
RATE STABILIZATION	54,090,104.05	865,138.76	1,258,905.82		13,892,633.26	11,438,884.43	3,186,587.80	9,098,213.12	12,492,597.23	859,655.00				796,715.63	
SUBTOTAL OF RESTRICTED CASH	\$142,735,059.94	\$ 20,178,501.58	\$ 7,302,804.88	\$ 229,353.20	\$ 13,962,003.78	\$ 22,988,687.89	\$ 12,510,652.60	\$ 17,638,555.88	\$ 26,384,186.00	\$ -	\$ 1,554,247.44	\$ 4,788,020.83	\$ 7,546,931.03	\$ 948,807.67	\$ 6,501,534.16
TOTAL POOLED CASH															
NON-POOLED RESTRICTED CASH															
CASH WITH FISCAL AGENT	1,878,272.90			989,411.01			149,105.81	310,021.00	429,735.08						
DEPOSITORY TRUST ACCOUNT															
DEP-WELLS FARGO															
SUBTOTAL NON-POOLED CASH	1,878,272.90			989,411.01			149,105.81	310,021.00	429,735.08						
TOTAL POOLED CASH AND INVESTI	\$144,613,332.84	\$20,178,501.58	\$ 7,302,804.88	\$1,218,764.21	\$13,962,003.78	\$22,988,687.89	\$12,659,758.41	\$17,948,576.88	\$26,813,921.08	\$1,554,247.44	\$4,788,020.83	\$7,546,931.03	\$948,807.67	\$6,501,534.16	

INDIVIDUAL SPECIAL REVENUE FUNDS															
	SPECIAL REVENUE FUNDS TOTAL	HOUSING ASSISTANCE FUND	GREATER LEESBURG CRA FUND	CARVER HEIGHTS CRA FUND	HIGHWAY 441/27 CRA FUND	POLICE FORFEITURE FUND	POLICE EDUCATION FUND	DISCRETIONARY SALES TAX FUND	TAX FUND	GAS FUND	IMPACT FUND	POLICE FUND	FIRE IMPACT FUND	RECREATION IMPACT FUND	
POOLED CASH & INVESTMENTS															
OPERATING CASH	\$ 6,043,899.06	\$ 202,446.49	\$ 449,950.63	\$ 550,802.23	\$ 997,968.07	\$ 70,153.03	\$ 9,701.90	\$ 2,687,105.91	\$ (158,841.09)	\$ 613,254.66	\$ 412,001.02	\$ 209,356.21			
RESTRICTED CASH															
HUD SHIP PROGRAM & SHOUSE PROCEEDS	78,367.39	78,367.39													
BONDNOTE SINKING FUND	(37,894.57)		73,431.04		(111,325.61)										
SIGN GRANT	59,208.39		20,515.77		38,692.62										
R&R / OTHER RESTRICTED	559,224.61	45,637.31		513,587.30											
CUSTOMER DEPOSITS	600,000.00				600,000.00										
SUBTOTAL OF RESTRICTED CASH	\$ 1,258,905.82	\$ 124,004.70	\$ 93,946.81	\$ 513,587.30	\$ 527,367.01	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL POOLED CASH	\$ 7,302,804.88	\$ 326,451.19	\$ 543,897.44	\$ 1,064,389.53	\$ 1,525,335.08	\$ 70,153.03	\$ 9,701.90	\$ 2,687,105.91	\$ (158,841.09)	\$ 613,254.66	\$ 412,001.02	\$ 209,356.21			
NON-POOLED RESTRICTED CASH															
DEP-WELLS FARGO	\$ -														
SUBTOTAL NON-POOLED CASH	\$ -														
TOTAL POOLED CASH AND INVESTI	\$ 7,302,804.88	\$ 326,451.19	\$ 543,897.44	\$ 1,064,389.53	\$ 1,525,335.08	\$ 70,153.03	\$ 9,701.90	\$ 2,687,105.91	\$ (158,841.09)	\$ 613,254.66	\$ 412,001.02	\$ 209,356.21			

INTERNAL SERVICE FUNDS					
	INTERNAL SERVICE FUNDS TOTAL	HEALTH INSURANCE FUND	WORKERS' COMPENSATION FUND	RISK MANAGEMENT FUND	FLEET MAINTENANCE FUND
POOLED CASH & INVESTMENTS					
OPERATING CASH	\$ 5,704,818.53	\$ 790,719.23	\$ 2,961,874.40	\$ -	\$ 1,952,224.90
RESTRICTED CASH	796,715.63				796,715.63
SUBTOTAL OF RESTRICTED CASH	\$ 796,715.63	\$ -	\$ -	\$ -	\$ 796,715.63
TOTAL POOLED CASH	\$ 6,501,534.16	\$ 790,719.23	\$ 2,961,874.40	\$ -	\$ 2,748,940.53
TOTAL POOLED CASH AND INVESTMENTS	\$ 6,501,534.16	\$ 790,719.23	\$ 2,961,874.40	\$ -	\$ 2,748,940.53

**CITY OF LEESBURG
INVESTMENT REPORT
6/30/2025**

DESCRIPTION	BALANCE 6/30/2025
BANK OPERATING AND SAVINGS ACCOUNTS	
Truist Bank - Disbursement	\$22,628,297
Southstate Bank - Savings	11,481
Southstate Bank - CD	2,159,280
JP Morgan - CD	5,464,657
Southstate Bank - CD	5,363,516
TD Bank - CD	4,408,136
Seaside Bank	4,465,535
United Southern Bank-Bikefest	518,677
	\$45,019,579
LOCAL GOVERNMENT INVESTMENT POOLS	
FLSAFE	8,952,860
FLCLASS	11,354,396
FLPRIME	15,764,341
	36,071,597
US BANK (Fiscal Agent)	1,878,273
CHANDLER ASSET MANAGEMENT (SECURITIES)	61,643,884
	61,643,884
TOTAL INVESTMENTS	144,613,333
MARKET ADJUSTMENT	160,518
TOTAL VALUE OF INVESTMENTS	<u>\$144,773,850</u>



City of Leesburg, Florida
Report of **EXPENSES** by Fund
For Period Beginning of October 1, 2025- June 30, 2025 or 75%

Fund Name	EXPENSES				
	CURRENT YEAR			LAST YEAR	
	FY 25 Adjusted Budget	FY 25 Expenses	FY 25 Percentage	FY 24 Expenses	FY 24 Percentage
<u>General Fund</u>	39,247,077	28,197,940	72%	25,765,132	71%
<u>Special Revenue Fund</u>					
Housing Assistance	162,750	79,837	49%	89,531	63%
Debt Service Fund	1,858,295	1,857,126	100%	1,606,462	93%
Capital Projects Fund	16,061,427	1,757,865	11%	5,516,568	41%
Discretionary Sales Tax	4,084,186	2,755,608	67%	1,901,668	60%
Police Forfeiture Fund	96,979	65,183	0%	51,571	58%
Police Education Fund	-	-	0%	-	0%
Gas Tax	1,161,873	1,161,873	100%	795,089	80%
Police Impact Fees	1,284,500	930,890	0%	-	0%
Fire Impact Fees	-	-	0%	-	0%
Recreation Impact Fees	500,000	500,000	0%	-	0%
Building Fund	1,736,090	1,079,444	62%	1,147,057	63%
<u>Community Redevelopment Agencies</u>					
Greater Leesburg CRA fund	1,112,826	918,238	83%	824,246	75%
Carver Heights CRA fund	1,616,913	746,494	46%	308,177	29%
Highway 27/441 CRA fund	7,261,062	7,013,481	97%	933,495	38%
<u>Enterprise Funds</u>					
Stormwater Utility Fund	3,510,823	1,231,436	35%	1,063,943	32%
Electric Utility Fund	78,758,733	50,652,585	64%	48,266,882	53%
Gas Utility Fund	17,368,210	8,578,664	49%	6,944,873	47%
Water Utility Fund	18,835,650	7,128,170	38%	6,874,845	35%
Wastewater Utility Fund	39,744,576	10,942,277	28%	9,879,015	15%
Solid Waste Utility Fund	5,595,202	4,793,180	86%	3,825,962	73%
Airport Fund	12,794,640	2,554,374	20%	2,474,101	23%
<u>Internal Services Fund</u>					
Health Insurance Fund	7,668,154	6,663,987	87%	6,132,439	77%
Workers Comp Insurance Fund	1,375,902	587,033	43%	594,062	47%
Fleet Maintenance Fund	6,176,209	3,017,782	49%	2,686,371	52%
<u>Pension Trust Funds</u>					
Police Retirement Trust Fund	2,908,643	1,615,914	56%	1,109,926	42%
Fire Retirement Trust Fund	2,076,988	1,383,544	67%	1,158,184	62%
General Employees Trust Fund	3,350,000	2,501,592	75%	2,310,820	72%
Total All Funds	276,347,708	148,714,517	54%	132,260,419	45%

276,347,708

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City of Leesburg, Florida
Report of **REVENUES** by Fund
For Period Beginning of October 1, 2025- June 30, 2025 or 75%

Fund Name	REVENUES				
	CURRENT YEAR			LAST YEAR	
	FY 25 Adjusted Budget	FY 25 Revenue	FY 25 Percentage	FY 24 Revenue	FY 24 Percentage
<u>General Fund</u>	37,567,124	31,442,611	84%	28,388,800	83%
<u>Special Revenue Fund</u>					
Housing Assistance	162,750	110,690	68%	95,281	80%
Debt Service Fund	1,858,295	1,858,295	100%	1,720,523	100%
Capital Projects Fund	12,133,766	10,420,509	86%	4,264,243	57%
Discretionary Sales Tax	3,640,000	2,426,196	67%	2,324,147	75%
Police Forfeiture Fund	-	3,200	0%	3,796	0%
Police Education Fund	-	4,377	0%	3,890	0%
Gas Tax	962,500	673,192	70%	656,814	72%
Police Impact Fees	-	134,154	0%	201,057	0%
Fire Impact Fees	-	109,964	0%	68,989	0%
Recreation Impact Fees	-	167,022	0%	91,551	0%
Building Fund	1,031,000	902,348	88%	807,710	77%
<u>Community Redevelopment Agencies</u>					
Greater Leesburg CRA fund	1,087,613	1,032,582	95%	951,820	103%
Carver Heights CRA fund	1,125,385	1,101,502	98%	778,919	85%
Highway 27/441 CRA fund	3,076,700	3,053,744	99%	2,424,350	104%
<u>Enterprise Funds</u>					
Stormwater Utility Fund	2,324,873	1,634,079	70%	1,442,126	62%
Electric Utility Fund	76,081,432	55,880,142	73%	49,478,535	55%
Gas Utility Fund	15,235,869	12,174,388	80%	9,417,709	71%
Water Utility Fund	12,373,381	9,945,757	80%	9,068,788	79%
Wastewater Utility Fund	18,658,395	13,580,996	73%	13,270,644	80%
Solid Waste Utility Fund	5,589,302	4,118,437	74%	3,879,009	74%
Airport Fund	11,309,409	5,465,397	48%	1,530,798	16%
<u>Internal Services Fund</u>					
Health Insurance Fund	7,668,154	5,683,349	74%	5,002,079	63%
Workers Comp Insurance Fund	1,375,902	1,366,223	99%	1,042,142	83%
Fleet Maintenance Fund	4,647,928	3,071,907	66%	2,452,430	61%
<u>Pension Trust Funds</u>					
Police Retirement Trust Fund	2,908,643	2,627,456	90%	4,336,898	165%
Fire Retirement Trust Fund	2,076,988	14,143	1%	4,613,773	248%
General Employees Trust Fund	3,350,000	2,838,604	85%	5,503,633	173%
Use of Fund Balance (Various funds)	50,102,299				
Total All Funds	276,347,708	171,841,264	76%	153,820,454	69%