

AGENDA
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, OCTOBER 27, 2025 5:30 PM

1. CALL TO ORDER

INVOCATION

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

2. PROCLAMATIONS:

A. NONE

3. PRESENTATIONS:

A. 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 October 13, 2025

B. PURCHASING ITEMS:

1. **Requesting approval to purchase Aquatic Vegetation Management Services from Professional Waterfront Cleanup and Removal, LLC, in the total amount of \$80,494.92.**
2. **Requesting approval to purchase two (2) 2025 Ford F-150 XL Super Crew Cab 2WD vehicles in the total amount of \$87,848.00 from Duval Ford, contract holder under the Florida Sheriffs Association Light Vehicle Contract FSA 24-VEL-32.**
3. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Amendment One to an existing contract with Bulldog Sitework; and providing an effective date.**
4. **Requesting approval to purchase two (2) Ford F-150 XL Super Cab vehicles from Duval Ford in the total amount of \$84,816.00, utilizing the Florida Sheriffs Association Light Vehicle Contract FSA 24-VEL-32.**
5. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Landscape Maintenance Services Agreement with Brightview Landscape Service, Inc. for the landscape maintenance services along U.S. Highway 441; and providing an effective date.**
6. **Purchase request for two (2) Ford F-250 Super Cab 4x4 vehicles to replace units 779 (2005) and 780 (2005) in the total amount of \$133,108.00 from Duval Ford, contract holder for the Florida Sheriffs Association contract FSA 24-VEL-32.**

C. RESOLUTIONS:

1. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the City Commission to review the annual report for School Zone Speed Detection Systems from October 1, 2024, through June 30, 2025, as required by Florida State Statute 316.0776(3)(c); and providing an effective date.**
2. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Renewal Lease Agreement between the City of Leesburg and Mid Florida Chapter 534 Experimental Aircraft Association; 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 Public Transportation Grant Agreement (PTGA) FM No. 457808-1-94-01, between the City of**

- Leesburg and the State of Florida Department of Transportation, for the purpose of obtaining funding for the Taxiway Delta, A1, A2, & A3 Construction 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 construction services agreement with Ranger Construction Industries, Inc., for the Taxiway Delta, A1, A2, & A3 Construction 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 Task Order with AVCON, Inc., for construction oversight services, for the Taxiway Delta, A1, A2, & A3 Construction project at the Leesburg International Airport; and providing an effective date.**
 - 6. Resolution of the City Commission of the City of Leesburg, Florida, reappointing Vickie Lingerfelt to the Leesburg Historic Preservation Board; and providing an effective date.**
 - 7. Resolution of the City Commission of the City of Leesburg, Florida, authorizing amendments to Personnel Policy 530 to reflect changes to the Cell Phone Stipend Program; and providing an effective date.**
 - 8. Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement affecting the property described therein from The Principal Property Partners, LLC, joined by United Community Bank; and providing an effective date.**
 - 9. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an agreement between the City of Leesburg and Wire 3, regarding as-needed locating services for City-owned utility infrastructure; and providing an effective date.**
 - 10. Resolution of the City Commission of the City of Leesburg, Florida, approving and authorizing execution of an Encroachment Agreement with Duke Energy Florida, LLC., relating to installation, operation, maintenance and repair of certain municipal utility equipment and facilities within an easement area shared with Duke Energy Florida, LLC.; and providing for an effective date.**
 - 11. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute the Susan Street Sponsorship agreement with Sellar, Sewell, Russ, Saylor and Johnson, P.A.; and providing an effective date.**

12. **Resolution of the City Commission of the City of Leesburg, Florida approving the release of the City of Leesburg's statutorily reserved interests in phosphate, minerals, metals, and petroleum in, on, or under certain property previously conveyed by the City to Walling Enterprises, Inc; authorizing the Mayor and City Clerk to execute any and all instruments necessary to release such reserved interests; 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. **NONE**

B. FIRST READING OF ORDINANCES:

1. **An Ordinance of the City of Leesburg, Florida, amending the boundaries and changing the name of the Grace Key Groves Community Development District established pursuant to Ordinance 24-33, to 'Grace Groves CDD'; providing a severability clause; addressing conflicts; and providing an effective date. (CDD rev Grace Groves)**

C. NON-ROUTINE ITEMS:

1. **NONE**

7. INFORMATIONAL REPORTS:

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

A. NONE

8. CITY ATTORNEY ITEMS:

9. CITY MANAGER ITEMS:

10. ROLL CALL:

11. ADJOURN:

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

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

**AGENDA MINUTES
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, OCTOBER 13, 2025 5:30 PM**

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting on Monday, October 13, 2025, at Leesburg City Hall. Mayor Reisman called the meeting to order at 5:30 p.m. with the following members present:

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

Commissioner Mike Pederson 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

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

Before moving to proclamations, Mayor Reisman informed the audience that agenda items 6.A.4, 6.A.5 and 6.A.6 (Royal Highlands) will now become agenda items 6.A.1, 6.A.2 and 6.A.3; and agenda items 6.A.1, 6.A.2 and 6.A.3 (Oak Ridge) will now become 6.A.4, 6.A.5 and 6.A.6. The Royal Highlands cases will be heard first.

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

2. PROCLAMATIONS:

A. White Cane Day

Mayor Reisman read a proclamation proclaiming October 15, 2025, as White Cane Day in the City of Leesburg, and he encouraged all citizens to recognize and celebrate the contributions of people who are blind or have low vision, to share the road safely — stop and yield to pedestrians using a white cane or guide dog and to support organizations that advance accessibility, inclusive design and equal opportunity.

3. PRESENTATIONS:

A. NONE

4. PUBLIC COMMENTS:

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Gary Sligh of 1012 West Main Street said he was the treasurer for the Downtown Leesburg Business Association. At the last meeting, the commission was kind enough to help them out with funding. He was there to report on a couple of things they had going on. First, the scarecrows are up around downtown. There was a great turnout. He thanked RoMac Lumber for providing resources and Mini-Split King, which is a new business downtown because they did the construction of the scarecrows. That event is a long-standing tradition, and they took it over from the Partnership. Another thing they have done recently was to revive the downtown Leesburg map. It can be found at all the local businesses downtown. He also provided copies for the commission to review. When the Partnership folded, they asked the DLBA to take it over. It has taken them a little while, but they are there now. He thanked the commission for their support.

5. CONSENT AGENDA:

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

The roll call vote was:

Commissioner Connell	Yes
Commissioner Burry	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 September 22, 2025

B. PURCHASING ITEMS:

1. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a service contract with Odyssey Manufacturing Company; and providing an effective date.**

ADOPTED RESOLUTION 12,132

2. **Purchase Request for One (1) Standby Generator in the Amount of \$176,809.82 from Ring Power, Utilizing Sourcewell Contract #092222-CAT.**

APPROVED

3. **Resolution of the City Commission of the City of Leesburg, Florida Authorizing the Mayor and City Clerk to execute an Enterprise Agreement with ESRI, Inc. for the City's GIS Software for a period of three (3) years and a total cost of \$126,600; and providing an effective date.**

ADOPTED RESOLUTION 12,133

C. RESOLUTIONS:

1. **Resolution of the City Commission of the City of Leesburg, authorizing the Leesburg Fire Department to apply for, and if awarded, accept the Assistance to Firefighters Grant (AFG) from FEMA, for the purchase of cardiac monitor/defibrillators; and providing an effective date.**

ADOPTED RESOLUTION 12,134

2. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an agreement to extend the Leesburg Police Departments contract with Motorola Solutions for five (5) years as it relates to the Body Worn Camera (BWC) program; and providing an effective date.**

ADOPTED RESOLUTION 12,135

3. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a lease agreement with LAMAR Advertising; and providing an effective date.**

ADOPTED RESOLUTION 12,136

4. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from Leesburg Senior**

Living Partners, LLC., for the purpose of granting the City an easement over the property described therein; and providing an effective date.

ADOPTED RESOLUTION 12,137

- 5. Resolution of the City Commission of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Electric Service Agreement between the City of Leesburg and Hills of Leesburg 118, LLC., regarding electric service to a development known as Oakstone Farms; and providing an effective date.**

ADOPTED RESOLUTION 12,138

- 6. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Electric Service Agreement between the City of Leesburg and Marietta MHC, LLC., regarding electric service to a development known as Leesburg Estates; and providing an effective date.**

ADOPTED RESOLUTION 12,139

- 7. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Civic Organization Funding Agreement for Fiscal Year 2025-26 with Leesburg Cemeteries, Inc.; and providing an effective date.**

ADOPTED RESOLUTION 12,140

- 8. Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from Belle Rive Ventures II, LLC., for the purpose of granting the City an easement over the property described therein; and providing an effective date.**

ADOPTED RESOLUTION 12,141

- 9. Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement affecting the property described therein from CWIII LLC, joined by UNITED SOUTHERN BANK; and providing an effective date.**

ADOPTED RESOLUTION 12,142

- 10. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute the First Amendment to the Gas Service Agreement between the City of Leesburg and Cedar Landings, LP, regarding offsite development for the provision of natural**

gas service to the development known as Blue Cedar Phase 1; and providing an effective date.

ADOPTED RESOLUTION 12,143

11. Resolution of the City Commission of the City of Leesburg, Florida amending Resolution No. 11,372, amending and adopting modifications to the City of Leesburg Surplus Lot Donation Policy; establishing revised policies and procedures; and providing a new effective date.

ADOPTED RESOLUTION 12,144

12. Resolution of the City Commission of the City of Leesburg, Florida, amending Resolution 12,091 pertaining to the 457B Employer Match; Modifying the Employer Match to be placed within the 401A General Employees Retirement Plan and/or the 457B Deferred Compensation Plan; and providing an effective date.

ADOPTED RESOLUTION 12,145

6. **PUBLIC HEARINGS AND NON-ROUTINE ITEMS:**
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A. SECOND READING OF ORDINANCES:

1. An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 7.53 +/- acres; and being generally located west of U.S. Highway 27 and south of Florida Turnpike, lying in Section 18, Township 21 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. (ANNX Royal Highland)

DENIED ORDINANCE 25-60

Mayor Reisman asked the city attorney to perform the swearing-in. **CA Watson** asked anyone wishing to speak on any of the public hearing items, including the Oakridge PUD rezoning, Royal Highland PUD rezoning, 937 East Main Street rezoning, Legacy Commerce SPUD, and the Leesburg Lakefront PUD rezoning to stand and raise their right hand. He swore them all in.

Commissioner Burry introduced ordinances 6.A.1, 6.A.2 and 6.A.3 to be read by title only. CC Purvis read the ordinances by title only.

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

Mayor Reisman requested comments from the Commission and the audience.

PZD Miller stated this project consisted of an annexation, small-scale comp plan, and rezoning. The site is 7.53 plus or minus undeveloped acres. It is generally located on the west side of US 27, south of Royal Highlands Boulevard and the Florida Turnpike. The request is for future development of a project consisting of forty-eight attached single-family residential units, which generally means town houses. The comprehensive plan is requesting a future land use amendment from Lake County Urban Low Density to City of Leesburg Low Density. The zoning change is from Lake County Planned Unit Development to City of Leesburg Small Planned Unit Development. With the comments received, the Lake County School Board noted that if it was developed as a fifty-five-plus project, it would not be subject to school concurrency. If it was not developed as a fifty-five-plus age project, then it would be subject to school concurrency. Lake County Public Works had no comments. Under public responses, the project was advertised, posted, signs were placed along the property and letters were sent to the surrounding property owners. There was significant public input that included traffic, project density, property values, compatibility, wildlife, environmental crime, etc.

Under the SPUD requirements for this proposal, it consists of a total of forty-eight single-family attached units, again, town homes. For clarification, a town home is where you purchase the land underneath the home as well as the property within the walls of that home. They are just attached. They are not condominiums or apartments. There are no commercial uses permitted under this proposal. The lots would be twenty feet wide with a minimum living area per unit of 1,100 square feet and two floors being the maximum height. There will be at least two off-street parking spaces required for each unit. The project includes design and architectural standards which are shown in the SPUD and include a minimum of 35% of open space, dark sky lighting, and trees are required between each driveway. There is a twenty-five-foot landscape buffer required except for where it is not needed due to existing wetland areas. There is a fence required along the perimeter except for where wetlands are present and sidewalks are required throughout the development. Of course, Bahia or Bermuda grass is permitted instead of St. Augustine due to its excessive water usage. Site access was shown on the site plan and, because US 27 is under FDOT authority, the developer will have to provide for any and all expansions or upgrades required for the entry and roadways as requested by FDOT. There is a right in/right out access point only on US 27. He pointed out that there would be no inter-connectivity to the adjacent subdivision. There are recreation requirements consisting of at least 18,000 square feet of active and passive recreation space, which includes a pavilion, dog park, outdoor cooking facilities, tot lot, and other similar uses. There is a requirement for all the development to be on City of Leesburg water and wastewater services. There will be no wells or septic on the property. Through the review process, the city public works department indicated that there was sufficient capacity to serve the development. They also included the phasing or expiration clause, which requires that the development moves forward within forty-eight months, or it would revert to the RE-1 zoning district requirements. It would remain a PUD, but it would fall under the RE-1 zoning requirements, which is one acre per unit. Tom Daly, Bill Maki, and others were present from Daly Design Group to answer any questions, along with Carolyn Haslam, who is the attorney for the project. **Mayor Reisman** asked if there were any questions for the planning and zoning director by the commission? There were none.

Tom Daly of Daly Design Group, 913 North Pennsylvania Avenue, Winter Park, said they were there on behalf of the property owner, GKO Development. He wanted to briefly go through the PowerPoint presentation that was provided at first reading. The development is seven and a half acres, and they are requesting that it be annexed into the city. As part of that, they would like to amend the future land use and the zoning from Lake County Commercial C-1 to the City of Leesburg SPUD. They are proposing to downzone the property from commercial to a residential use.

Referring to a slide, he showed a blue line, which represented the ISBA boundary line. They would utilize city water and sewer, which also serve the Royal Highland community. The Royal Highland development has been around since 1994. The original approved master plan was approved for 1,500 residential units, three hundred recreational vehicle parking, and 5,000 square feet of retail/commercial space. In 2005, the master plan was amended by the master developer, who was Pringle. They took the commercial property and deeded that portion of the property, which was located at the intersection of the main entrance into the community and deeded it to the HOA for a softball field. At that time, they took the commercial that was currently approved on the corner and moved it south and changed the zoning. The access easements were recorded which he would go over. Another portion of the former commercial property was deeded to the homeowner's association in 2009, to construct pickleball courts. The property was ultimately purchased by his clients in 2023. Again, 1,500 single-family homes were part of the original approval, which was shown in red. He showed where the commercial was, it was shown in purple. He pointed to the site that they were looking to have annexed into the city, and they also wanted to amend the future land use.

Moving to another slide, he showed the original approvals, which included softball fields. The pickleball courts were deeded over to the homeowner's association and the purple area on the slide was converted from residential to commercial. At that time, there were 1,500 homes approved, 300 recreational vehicle parking spots and a commercial. Since that portion of the property was bigger, it was approved for 49,500 square feet of commercial uses in the county.

Referring to another slide, he said the proposed site has been pretty well cleared. There is an existing pond located within the property which serves a portion of the Royal Highlands development. It was also designed to serve this property. There was a berm constructed, but they were not sure when it was constructed. That was done before their time, but it was constructed by the master developer as a screening between the Royal Highland development and this seven-acre parcel, which is located on the frontage of US 27. In order to have a commercial development of 49,000 square feet, based on city and county codes, they would be required to have one hundred and ninety-eight parking spaces to serve that development. If they were to proceed in the county with a commercial development, it would encroach onto the existing pond. It would also encroach onto the existing berm, and they would have to pave almost the entire property.

Moving to another slide, he showed the conceptual site plan. It would still go through city and engineering review. Essentially, they are proposing to leave the existing berm and pond because there are homes right behind the berm. They would focus on the development between the berm and US 27. They are not proposing a wall on US 27 because there would be a landscape berm along the frontage. Again, that is the current conceptual plan. He was not sure if anyone had driven by the site, but it had been fairly cleared and maintained. There are no structures on this site. With the berm that has been there for quite a long time, because the vegetation has grown quite a bit. Based on their survey, it is a four-to-five-foot berm and the trees are between twenty and thirty feet tall. It is clearly heavily vegetated. He showed a view from the back of the berm from the Royal Highland. He pointed out the grassy area which was owned by the developer/his client. The view from the existing community towards the berm and beyond is seriously buffered. It has grown, so a buffer does exist. They are proposing a small recreation area to

include a pickleball court, dog park, and picnic pavilion. There would be a total of forty-eight homes versus the 49,500 square feet of retail/commercial. The townhomes would have metal roofs because they are custom designed. They were being designed specifically for this community. This developer is not a national builder. They are a local builder that builds commercials, apartments, and town homes.

At the last meeting, there were a few items brought up which he wanted to address. First was about the traffic between commercial and residential. They had their licensed traffic engineer prepare a memo that was presented to city staff. Based on that memo, the number of daily trips for a town home development would be about 552 and retail/commercial would be about 3,236 daily trips, which is significantly more. They believe that the traffic impacts would be significantly less besides the common sense of a strip center versus forty-eight town homes. The other item that was brought up was with regard to the access easements which are already in place and that would provide this site with access from Monarch Boulevard and Royal Commerce. He asked their attorney to come and provide a summary of that.

Carolyn Haslam of Akerman, 420 South Orange Avenue, Orlando, said she reviewed the access easement and although it was drafted at the time that the property was to be developed as commercial, it did mention in the recitals that there were no restrictions or requirements throughout the document that require that this property be retail, commercial or anything. The easement has been given specifically to the property, and there were no termination or restrictions on that. She also spoke with the city attorney about it and the Florida law does allow for them to use that easement. **CA Watson** remarked that he did review the easement, and he did not see anything that indicated that the use of the property benefited by the easement had to be commercial. It runs along the land, and it benefited the successors, which was signed by Pringle at the time. He did not see anything that clearly limited the scope of the easement or the ability to utilize the easement with that parcel being commercial. Unless it is specifically stated in an easement, they will not have any type of restriction. However, that was what he understood after reviewing it.

Mr. Daly said they believed that they did have legal access to the property, which was an issue that was brought up because some folks felt they did not, but they do. They also reached out to the school board with regard to school capacity and the school board determined that the size of the development would be considered de minimis. There would not be enough kids coming from this development if children lived there for the school board to have any concerns. With that, they were asking for annexation of the property which is in the ISBA. They have every right to do it and the city has every right to accept. They were asking to downzone this property significantly from 49,500 square feet of commercial to forty-eight town homes. That is a huge drop in any impact, whether it be water, sewer, schools or roads. It is all a dramatic reduction. Again, they were there asking the city to approve their SPUD. He would like to reserve time to respond to any public comments.

Mayor Reisman asked if there were any questions for the developer. There were none. He then asked the city attorney to talk about the letter they all received from the county regarding this application. **CA Watson** stated that all commissioners received a letter from the county, which was sent out on Friday that raised a question about this particular application. As the planning and zoning director mentioned, this was being annexed pursuant to the ISBA. There are statutory requirements attached to the process in addition to the ISBA. One requirement dealt with non-contiguous property, which requires the city to do one of two things. They either have to send the proposed comprehensive plan amendment to the state for review and comment on before the annexation is approved or there needs to be an existing joint planning agreement (JPA) between the city and the county. However, there is no existing joint planning agreement, so the only option that the city has is to transmit the comprehensive plan amendment to the state before annexation. However, as he understands, that has not happened, so if the city were to move forward tonight and approve this annexation, there would be a question about whether the statutes have

been followed. He suggested that they do a continuance so that everything could be sent to the state. If the commission moved forward with the annexation, they would need to verify that the application was sent to the state for review and comment. At this time, it does not appear that it was sent to the state for review, which is what that letter was referring to. **Mayor Reisman** thanked the city attorney for that clarification.

Commissioner Connell wanted to know if they could just vote on the annexation to see if they even wanted to move forward with this before getting into the rest of this. **CA Watson** said they could vote, but any yes vote would need to be contingent on sending it to the state to see what the state's review would be. **Commissioner Connell** wanted to confirm that they could go ahead and have a vote on the annexation to see if they even wanted to move forward with submitting. **CA Watson** said they could treat it to an extent as they do with transmit hearings where they could have a vote before deciding to transmit. That process is not necessarily spelled out in the statute, but under the circumstances that they could proceed that way.

Commissioner Connell made a motion to call the question to see if the commission even wanted to move forward with this annexation, and Commissioner Burry seconded the motion.

CM Minner stated for clarification, Commissioner Connell is changing the motion on the table. Right now, the motion on the table is to approve the annexation. However, Commissioner Connell has called a question, which would be to vote for annexation. If there are more yes votes than no, they would need to revisit that. They need to vote on Commissioner Connell's call to question to immediately vote on the annexation question. They would need to vote to call the question and, if that is affirmative, they would vote on the motion to annex. **Mayor Reisman** agreed. **Commissioner Burry** wanted to clarify that they were calling a question. **CM Minner** explained that the call to question meant they would move immediately to consider whether to annex the property. **Commissioner Burry** wanted to clarify that if they did not want to annex it, would that be a yes vote? **CM Minner** pointed out if the commission chose not to talk about it anymore, they could move to vote. A yes vote meant that they would move straight to a vote on the annexation. **Mayor Reisman** agreed.

The roll call vote was:

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

Four yeas, no nays, the Commission approved the call to question.

CM Minner stated there were four votes to call the question and the question on the floor was whether to annex. If they want to annex the property, they would vote yes. If they did not want to annex, they would vote no. If there are more yes votes than no votes, they will have to consider whether they transmit.

The roll call vote was:

Commissioner Berry	No
Commissioner Connell	No
Commissioner Burry	No
Mayor Reisman	No

No yeas, four nays, the Commission denied the ordinance.

CM Minner stated that with the failure of the motion, they would not hear the land use or the rezoning ordinances. **CA Watson** clarified that those two items have now become moot based of the annexation vote failing. **Mayor Reisman** pointed out to the audience that the Royal Highland cases failed. It will not be happening. He called a five-minute recess at 6:02 p.m. and reconvened at 6:06 p.m.

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 7.53 +/- acres from Lake County Urban Low Density to City of Leesburg Low Density Residential, for a property generally located west of U.S. Highway 27 and south of Florida Turnpike, lying in Section 18, Township 21 South, Range 25 East, Lake County, Florida; and providing an effective date. (SSCP Royal Highland)**

DENIED ORDINANCE 25-61

This ordinance became moot due to annexation failing.

3. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 7.53 +/- acres from Lake County PUD (Planned Unit Development) to City of Leesburg SPUD (Small Planned Unit Development) to allow for a townhome community for a property generally located west of U.S. Highway 27 and south of the Florida Turnpike, lying in Section 18, Township 21 South, Range 25 East, Lake County, Florida; and providing an effective date. (SPUD Royal Highland)**

DENIED ORDINANCE 25-62

This ordinance became moot due to annexation failing.

4. **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)**

TABLED ORDINANCE

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

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

Mayor Reisman requested comments from the Commission and the audience.

PZD Miller stated this project included an annexation, large-scale comprehensive plan and rezoning. The site consists of 596.28 plus or minus undeveloped acres. It is generally located on the east side of CR 48, and south of the Florida Turnpike. The request is for the future development of nine hundred and ten attached and detached single-family residential units with associated amenities. Under the overall proposal, the comprehensive plan request would go from Lake County Rural to City of Leesburg Estate and the zoning would go from Lake County Agriculture to City of Leesburg PUD. Under the PUD requirements, the proposal consists of nine hundred and ten single-family units which are split into two home types. There would be six hundred and forty-two detached single-family homes and two hundred and sixty-eight villas, which would be duplexes. There are no other uses permitted. Breaking it down further on the attached units, there would be two hundred and sixty-eight villas on thirty-five-foot lots, which means the villas would be on a seventy-foot lot and each side of the duplex would be on a thirty-five-foot lot, with a minimum house size of 1,200 square feet. So that entire villa would be a 2,400 square foot building, and each unit would be a 1,200 square foot within the duplex. Of the detached units, thirty-seven units would be on seventy-foot lots, which would be located on the perimeter areas of the property. Those would have a 1,800 square foot minimum house size. Then forty-six units would be on sixty-foot lots with a 1,700 square foot minimum house size. The remaining five hundred and fifty-nine units would be on fifty-foot lots with 1,500 square feet of living area. There are design and architectural standards required in the PUD. Two floors maximum height, two off-street parking spaces for each unit and 35% minimum open space, but this proposal has significantly more than that. It does include dark sky lighting, trees in each yard, and a twenty-five-foot landscape buffer is required along the entirety of the property boundary except for where wetland areas exist. There would be a three-foot berm with a four-foot fence along CR 48 and a perimeter fence is required except for where a berm or wetland is present. Sidewalks are required throughout the proposed development and Bahia or Bermuda grasses are permitted instead of St Augustine. Site access is shown on the site plan and there will be three main access points, and they will all be boulevard entrances with a landscape median of at least eight feet in width to allow enough lane area for emergency vehicles to turn around and maneuver if needed. Signage would have decorative entry features of concrete block, brick, stucco, wall or a sign within the median area of the roadway of at least five feet high. There is interconnectivity to the adjacent subdivisions to the east which would complete the development proposals from CR 33 to CR 48. They could drive through the neighborhoods to go from one road to the other. There are 4.18 acres of recreation required that include a pool, cabana, children's playground, dog park and there is a very extensive walking trail being provided along the wetlands areas. Everything has to be on city water and wastewater. There will be no wells or septic. They included the standard phasing clause of four years, or it would revert to the RE-1, which is one acre per unit. Logan Opsahl of Lowndes, Doster, Kanter and Reed is here to represent the case and answer any questions. **Mayor Reisman** asked if there were any questions for the planning and zoning director. **Commissioner Burry** pointed out that the commission had received a second letter from the Lake County Board of County Commissioners with regard to this property. He asked if they wanted to talk about that now or wait. **Mayor Reisman** replied that they would talk about that after the developer provides his presentation. **Commissioner Burry** said that would be fine.

Logan Opsahl of Lowndes Law, 215 North Yola Drive, said he would be brief as they were there for a second reading. He wanted to address a couple of key items, and he would be happy to answer any questions. Referring to the slides, he showed the overall assemblage of the property, which was a bit different from what they saw in the planning and zoning director's presentation. This property is bounded by city property and the outline shows the future land use map of the City of Leesburg. He showed a zoning map which was surrounded by either a planned unit development or an age-restricted development, which is located right across CR 48. He showed some of the other developments in the

immediate vicinity that included their densities. The quick history of this property is that it had some cattle operations and in more recent years it was used for sod stripping. One thing to consider given the sod stripping activity was that when it rained or when it was dry, this property either had dust or significant water runoff. As they look to develop this property, storm water considerations, natural vegetation, water clarity, water purification through that natural process are important components for the build-out of this project. With the amenities, although there are required minimums, there are extensive multi-use trails throughout the wetlands, which they view as an amenity to the overall project. Those include nature trails, neighborhood parks, activity centers, but that multi-use trail will run along the wetlands as an amenity for the residents.

Moving to the conceptual renderings of the project, they can see green and blue areas. The green represents significant wetlands, so this property, given the shaping of it, is to track the upland areas while the wetland portions remain and the water as well. This project creates some wetlands in key areas. The PUD ordinance has a minimum open space requirement that was outlined by staff. What is before them is about double that because they will have about 70% open space and the natural vegetation buffers will improve the water quality. It buffers the wetlands, and it is a habitat for wildlife. It is an overall enhancement for stormwater treatment. With the pedestrian trails and boardwalks, following a community meeting, they showed an extensive boardwalk that reached that portion of the assemblage that runs to the east out towards Clear Lake. Since that meeting, they have removed that amenity so it will not encroach on any view shed. He wanted to make sure they clarified that the boardwalk had been removed, and that it would not be included. He was happy to answer any questions, and he would like to reserve some time to respond to questions.

Mayor Reisman stated he wanted to refer to the city attorney to talk about the letter they received. **CA Watson** pointed out that there was a second letter that the commission received from the county commissioners that addressed a question about roadway maintenance and the ISBA. The county has also raised a question or a recommendation that if the city annexes this property, that the city take over the maintenance of CR 48 from CR 27 to the Sumter County line, which is a pretty significant stretch of road. The county did not necessarily give any real justification or support for why they made that request. He did ask for clarification about whether, if this property was annexed into the city, it was the county's position that the city would be required to take over maintenance of CR 48 from US 27 to the Sumter County line and, at this point, we have not received any clarification from the Lake County Public Works Department. However, if the property meets the criteria of the ISBA, then yes, the city should take the road over. However, what we do not know is whether this meets the criteria and there are some questions about interpretation. Referring to Section 3E of the 2017 ISBA agreement, it is not a model of clarity, but it does indicate that we are looking prospectively because it states in the agreement that from the effective date of the agreement upon annexation of a sum greater than 50% of the existing frontage of properties abutting any subject road right-of-way that Leesburg shall assume maintenance responsibility for the segment and associated drainage facilities not terminating at any right-of-way center line. It goes on and talks about the city not being required to take over roads that do not meet city standards. However, what we do not have clarity on is where we would measure the roadway from, and if we were excluding properties that were already within the city when the ISBA was signed because we are going from the effective date of the ISBA. He did not know what the county's position was other than it "maybe" meeting the criteria, and if it does, the city should take over CR 48 for maintenance perspectives. **Commissioner Burry** mentioned that he made a comment about the properties that were previously in the city, and prior to the ISBA agreement, Secret Promise was already in the city.

CM Minner pointed out that this was a significant road implication which was part of the things that the commission had to consider during annexation. The county's letter threw a significant wrench in the wheel because it did not have a real legal answer, and it is more of a policy flexation. Having said that

there were two issues this evening, the commission received feedback from Lake County and one was from the county attorney, where she argued legal points about the Royal Highland annexation and the Oakridge annexation. However, those points were from the county attorney, and they argued matters of law. There was another letter that they received from the BOCC, which was signed by Chairperson Campione representing the BOCC, which encouraged, stated, stipulated and recommended that if the city votes to annex this in, then the city would have to take CR 48 from the intersection of US 27 to the Sumter County line. However, given that it is a rural collector, it gives the commission three options to consider for this annexation. First, do not annex it for whatever reason, because that is a legislative item, and they do not have to have a legal reason for not annexing it. Second, annex it and flirt with whatever potential challenge that may come from the county. Third, table it until we get a more definitive answer about what the county's position is on the ISBA. Now, given that they may choose to table this in order to receive a definitive answer from the county on the ISBA, he wanted to share staff's interpretation of the letter, which is from the city's perspective. The city staff, led by him, the deputy city manager, the planning and zoning director and deputy director of planning and zoning met twice with the county staff, which was led by the county manager and the county attorney to review the ISBA. Through those conversations, he expressed to the county that not under any circumstances would the city not need to take CR 48. When the county submitted that letter to us about the roads that they thought we needed to take pursuant to the ISBA (which was referenced by the letter), CR 48 was not on that action list. That indicated to him that the BOCC knows that we do not have to take CR 48. However, he did not know that for a fact because the letter they received stipulated that we may or that we were encouraged to do that. However, at that time, he did not know what that meant.

Referring to a map, he stated the city's position was expressed to the city attorney as well as to the county and the black shaded area is the city limits boundary prior to 2013. That is an important date to remember because, prior to 2013, there was no ISBA agreement. The City of Leesburg entered into two ISBA agreements with the county in 2013, and then we signed a supplemental 2014 agreement. The reference that the BOCC is using in the letter is that if we take portions of annexed area that front county roads, the city has to take those roads. The city's argument back to the county is that in paragraphs 3E and F of the 2014 ISBA agreement it speaks to the road condition. The city staff's position, is that 50% of the frontage of CR 48 was already abutted by city limits. Therefore, when the city entered into the ISBA with the county, that clause in the ISBA agreement could never be tripped. As we annexed areas along CR 48 that were not in the city limits, it would never be more than 50%, because there was already over 50% in the city. Therefore, the city would never be able to acquire 50% of the road frontage, because we already had more than that in the city prior to the ISBA. So, that paragraph does not trip or require the city to take CR 48, and that would be the city's legal argument that our city attorney would argue.

Secondly, we would also have discussions regarding the purpose of county roads and rural collectors, because it is not a legal argument back to us with respect to annexing or that we would have to take it. That is important because if it is the commission's collective decision to annex this property, they need to annex it with some caution in that we may be challenged by the county stipulating that we have to take that road. Remember, once we ring that annexation bell, it will be hard to unring it because we will encumber development, developers and these types of things. He did not know if the commission wanted to do that in the atmosphere that the county had charged us and warned us that if we approved this annexation that we would have to take CR 48. If we blindly annex it, we might have a sticky wicket. If the commission feels they should annex it, but wants delineated clarification from the county before moving forward with the annexation, then the commission should table this item. If the commission does not want to annex it at all, then do not annex it.

Commissioner Berry asked if he could give a landmark for where the Sumter County line was. Is there something there that she could visualize? **CM Minner** answered that other than the Sumter County sign

being a landmark, it is about three miles from the Okahumpka intersection of CR 470, CR 33 and CR 48. If she took CR 48 for about four miles, she would be in Sumter County. **Commissioner Burry** said when he read the letter, it appeared to be written to Leesburg's mayor, and it said it was on behalf of the Board of County Commissioners, so this is the official position of the County Commissioners. At least that was his perspective from when he read it. **CA Watson** agreed. That was the indication. When he asked for further clarification about the city annexing this in and if the city would be required to take the road under the county's perspective, he did not receive an answer. **Commissioner Burry** added that the letter was written on Friday, so that did not allow a lot of time to look at it. He asked the city attorney if he had received a copy of that letter. **CA Watson** replied that he received a copy of the Royal Highlands letter, but he did not receive a copy of the Oakridge letter until today. **Commissioner Burry** pointed out that this was the kind of stuff that makes it very difficult for them, as city commissioners, to play in the sandbox together with the county when things like this are thrown around. **Commissioner Berry** wanted to know about the infrastructure costs. Would the developers take the hit for the costs? Would this be offset by them? **CM Minner** answered that the broad answer is yes. The PUD is written in a fashion that any road development issue they have regarding widening, ingress/egress, they would be responsible for that as a condition to move forward. That is the transportation paragraph in the PUDs and the October 10th letter also references traffic, flooding and stormwater issues. Again, we have said this ad nauseam, time and time again, and without being obnoxious, but the BOCC, as a whole, continues to not read our PUDs because our PUDs specifically state that these things have to be approved prior to a development order. We have already stipulated in the PUD that the roads have to be developed in the way the county requires it. We have already stipulated in the PUD that they have to build the drainage plan pursuant to the district. So, those fears that were stipulated in the letter were already covered in the PUD. **CA Watson** added that there were significant comments on CR 48 coming out of the county. **Commissioner Berry** wanted to know if the developer was aware of all of this? **Mr. Opsahl** responded that the city manager made a good point and the commissioners, that this letter came out on Friday, and he was not aware of it nor has he put eyes on it. He would be doing his client a disservice if he put this forward to the body for a decision when, quite frankly, it needs more information. In that spirit, they have a vested interest in getting some clarity on this, and it would make a lot of sense to table this item.

Commissioner Berry made a motion to table this item until the City Commission meeting of November 10, 2025, at 5:30 p.m., and Commissioner Burry seconded the motion.

The roll call vote was:

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

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

Commissioner Berry said when this comes back she wants to have all the information in order. She would like to have an understanding of what is expected by the developers for everything the county has listed. **CM Minner** agreed, and he would pontificate on that a little more under his matters.

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 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)

TABLED ORDINANCE

Commissioner Burry made a motion to table agenda items 6.A.5 and 6.A.6 for the November 10, 2025, City Commission meeting, and Commissioner Berry seconded the motion.

The roll call vote was:

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

Five yeas, no nays, the Commission tabled the ordinances.

- 6. 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)**

TABLED ORDINANCE

- 7. An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 0.40 +/- acres from City R-2 (Medium Density Residential) to C-3 (Highway Commercial) to correct a 'spot zoning', for a property generally located east of Cloud Street and south of E Main Street, lying in Section 26, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (937 E Main Mellone RZ)**

DENIED ORDINANCE 25-63

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 Berry seconded the motion.

Mayor Reisman requested comments from the Commission and the audience.

PZD Miller said this property was located on the south side of East Main Street. It is .4 developed acres. There is a single-family house located on the property now. It is east of Cloud Street, right across the street from the city public works facility. They are requesting a change from R-2, Medium Density Residential to C-3, Highway Commercial. City staff looked at this from the standpoint of cleaning up the zoning map to be consistent with the zoning in the area. As stated at the last meeting, this is spot zoning. It is a situation where one zoning is completely surrounded by another's zoning. The potential uses are

not consistent in the general area. There were no comments received by city departments, the school board, Lake County public works, or the public because it is a straight zoning. There are no conditions, no phasing or expiration clauses. The issue that was spoken about at the last meeting was with regard to the semi-trucks parked there. If the zoning is approved, the trucks can remain. If the zoning is not approved, then the trucks would have to go. **Mayor Reisman** asked if there were any questions for the planning and zoning director. **Commissioner Berry** said she still stood behind her comments from the last meeting. The focus is to enhance the character of the city. Also, code enforcement is doing a tremendous job of making sure that everyone is following the rules and guidelines to uphold the city's look and maintain integrity. She does not agree with doing spot zoning. **Mayor Reisman** commented that he appreciated the staff effort on this, but he also agrees with Commissioner Berry. Code enforcement is doing a good job and there are multiple semis in this area on this property, which is an eyesore, and that is not what we want in that area. He agreed with Commissioner Berry on her comments. **Commissioner Connell** wanted to know what the surrounding zoning was around this property. **PZD Miller** replied that the current zoning around it is C-3, and the current zoning on this property is R-2. It became a spot zoning years ago. **Commissioner Connell** wanted to verify that they were only asking for the same zoning that was consistent with the surrounding zoning. **PZD Miller** agreed. **Mayor Reisman** mentioned that the applicant only came to the city for a spot zoning because he has a pending litigation case against him by code enforcement. That was the only thing that triggered this. **PZD Miller** stated that it would clean up a spot zoning that is currently there. **CM Minner** said there was a spot zoning situation, but does the spot zoning issue carry the gravitas of what spot zoning really does and, in this case no. The surrounding area is commercial zoning and allows us to use residential, so even though there is residential next door, the neighbors have built residential in a C-3. Then we have a C-3 being used as a C-3, and we have a C-3 being used as residential. Now, because there is residential next door, that is the conflict. So, whether this is a spot zoning issue is up to the commission to figure out, and unfortunately, that is really the matter. If they want to see the trailers moved, then they should vote no. If they think the trailers are okay because C-3 allows for residential as well as commercial uses, then they should vote yes. **Commissioner Connell** wanted to clarify that the zoning on both sides of this property are zoned C-3, but they are being used for residential properties. **PZD Miller** agreed because C-3 does allow for residential. **Commissioner Connell** continued to say that the property on either side is C-3, but it is being used for residential use. However, if they wanted to put trucks there, they could do that. **PZD Miller** concurred that was his understanding of the code. **Commissioner Connell** then said the zoning on either side would allow for what he is asking for, but it is not being utilized that way, but they could do it. **PZD Miller** agreed. That was his understanding of the code. **Mayor Reisman** added that those properties were used to build Habitat homes. **Commissioner Berry** agreed and said, therefore, do the trucks go or do the homes go? That was how she was looking at it, because they are trying to ensure that they keep the residential areas residential without utility vehicles, RVs and semi-tractor trailers, and if she was not mistaken, there are three trucks parked at that location. These are houses that the commission granted to residents, and they are beautiful homes, but unfortunately, they are in a commercial area. These are located right across from Cutrale and the public works building. So, where do we go from here as a city? **Commissioner Connell** stated that with the zoning on either side, even though they are currently using it for residential it still allows for semi-truck parking. **Commissioner Berry** said it was a residential area because the two homes there make it residential. **Commissioner Connell** remarked that even though it is being used as residential, they could still have a truck there, or they could take that house and turn it into an office building. We have a piece of property that is in the middle of the zoning, and it is currently on both sides. It would not be out of line to provide what he was asking for because either side could do what he was doing. **Commissioner Berry** agreed. That is true because of the way the zoning is set up and the way the habitat homes were provided to the residents. However, for the district that we are trying to convey to other residential areas, you cannot have semi-tractor trailers/trucks parked on the property. **Commissioner Connell** stated the neighbors on both sides of him could park them there now. **Commissioner Berry** said the property itself is where the semis are parked. She wanted to know what

the use of the property was now. What is currently happening on that property? Is there a business being run out of there? **PZD Miller** responded that it was a single-family home. **CM Minner** added that it was zoned residential, and they are putting commercial on it. Everything is inverse. The old zoning was residential, and then we went in, blanketed it and changed things and made it commercial, but they left this lot as residential. Then the surrounding commercial developed as residential because Habitat came in and developed those lots. However, this guy was zoned residential, and it was never changed as the surrounding area was developed as commercial. In this case, the mixed uses are hurting us, and the planning and zoning director's perspective of holistic planning is that it really should be C-3. This is a bit of a quandary, but it has been laid out in the best it could be for the commission. **Commissioner Berry** commented on the history of this site. The family that owned that land worked for Minute-Made, so there was never an issue with walking across the street because it was convenient to work. However, now they are gone, the whole family is gone, and the surrounding land has been donated for Habitat homes, which have been built there. So, how do we enforce the rules for keeping residential as residential when we are in a situation where it is in the middle of a commercial area?

This is something that should be considered, and they are trying to enforce the residential areas to be residential areas. It is very difficult because this is a main corridor for coming into the city, and she sees tractor trailers parked there. **Commissioner Connell** pointed out that those homes were built in a commercial area, so they cannot change that zoning back to residential. It seemed to him that they would be penalizing this property owner by saying he could not have the same zoning that the property on each side of him has. **Commissioner Berry** said the other homes do not have any trucks, but this one does. **Commissioner Connell** remarked that the other homes could still park trucks there and all this guy is asking for is to have the same zoning. They would be isolating him by saying he could not have the same zoning that the property on either side of him has and that does not make a lot of sense. If none of it was zoned commercial, he would agree. **Commissioner Berry** wanted to know what would happen if Cutrale became residential. What would we do then? Do we flip back to this one home to accommodate? She was looking into the future, and it seemed that we had allowed one thing to happen, but now they could correct it at this juncture. What if Cutrale was owned by the city, and we wanted to develop and do something else? We would be back at square one by rezoning it to accommodate whatever we are trying to put there. We should be consistent throughout the city and not allow one area to another. **Commissioner Connell** indicated that to him consistency would be to change it to commercial so it is consistent. He wanted to know how many lots, or how far this commercial zoning went? **PZD Miller** responded that the commercial zoning runs all along there. However, this was the only one that was still in the R-2 zoning. **Commissioner Connell** wanted to confirm that they only had this one piece of property amongst about six lots there and that there are several lots there that run from East Street to Lake Street. So, consistency would be to change this one piece to be compatible with the zoning that runs all the way down that strip. **Commissioner Berry** said that would be his opinion. **Commissioner Connell** wanted to know what she considers consistency. **Commissioner Berry** said she was asking him to realize that we may, as the city, have allowed things to happen that we probably did not think about at the time. Now we are in a situation where we are trying to be consistent throughout the city, and we have this one area that we have to say: can these trucks remain here and is this a commercial area? However, down the street, two blocks to the right on East Street, those trucks cannot remain there because it is a residential area. **Commissioner Connell** stated that is two blocks away and that is the way zoning works. It is not consistent throughout the city, but it is consistent in the area. He believes consistency is to give it the same zoning as everything else around it. **Mayor Reisman** said they could agree to disagree. He asked if there were any public comments.

Al Malone of 937 East Main Street, said he purchased this property almost ten years ago, and he was not aware that his property was zoned residential with all the commercial properties that surround him. They literally have to look at the public works department, which has been an eyesore for the longest time.

There is a building to the left of that property that has a rusted-out roof. Everything around his property is commercially zoned, and they have not received one complaint in all the years that he has lived there. When the city put up the sign to change the zoning, not one person came to complain. There are people that park RVs around there and people that park whatever they want. Pertaining to this property, the cutout for the curbs in the front are thirty-six feet wide. That curb cradle is thirty-six feet wide, which is large enough to accommodate anything to get in and out of there. They are not infringing on any curbing and there are no parking signs in front of the house which have been there since he purchased the property. He has not changed anything. As a matter of fact, he had improved on it immensely. He was under the understanding that the city gave the property to the people who bought and built the houses, so if they were going to change the zoning, they should have done it then. He was there asking for C-3 zoning, which is commercial, because there are a lot of other trucks coming and going in that area on a daily basis. Yes, they are conducting business out of their home, but at the same time, so is everybody else in that area. They are conducting business in those new homes. However, he did not want to get into that, but he believes some people in the city already know what is going on there. The city did a good thing by donating the property, but they should check with the police department because they would see what has been going on over there. However, he does try to mind his own business, but this area is not as quiet as they may think. Currently, he owns the only piece of property that is residentially zoned and, to be honest that commercial zoning goes all the way up to the tool rental business on the corner of Lake Street. It runs all the way, and it goes beyond because RoMac is there along with the hospital.

Commissioner Berry said she appreciated his comments, but she was well aware of the area. She asked if he would be opposed to parking his trucks somewhere else. **Mr. Malone** answered yes, especially based on what has been happening around his property. Since he has lived there, he has not received one complaint. **Mayor Reisman** asked if there were any other public comments. There were none. He asked if there were any further commission comments.

Commissioner Burry said this was a unique situation, and yes, we have done a good job of giving property to Habitat for residential use, but the zoning, as Commissioner Connell pointed out, is uniform throughout the area. The applicants ask, is not out of character with this area. It was his understanding that if one of those habitat homes wanted to change to a commercial venture, they could do that because it is currently zoned commercial. Technically, we are penalizing him due to the zoning in the rest of the area. He did not like that they have residential zoning and there are semis. Ideally, he gets it and it and it does not look good. **Commissioner Berry** said their due diligence was not done as far as habitat, and she did not believe they can change a habitat home into a commercial area. **Commissioner Burry** pointed out that the current zoning is commercial. **Commissioner Berry** agreed that is how it is, but she believed that the habitat program was not setup that way. **Commissioner Connell** stated that once they have their homes paid off, they can do whatever they want with their property. **Mayor Reisman** asked if there were any other commission comments. There were none.

The roll call vote was:

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

Two yeas, two nays, the Commission denied the ordinance.

8. **An Ordinance of the City of Leesburg, Florida consenting to the inclusion of the City of Leesburg, Florida, within the Countywide Municipal Service Taxing Unit for the provision of Ambulance and Emergency Medical Services, as adopted by the Board of County Commissioners of Lake**

County, Florida; providing for the city to be included within said M.S.T.U. for a specific term of years; providing for conflicts; and providing an effective date.

ADOPTED ORDINANCE 25-64

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 Berry seconded the motion.

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

The roll call vote was:

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

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

- 9. An Ordinance of the City of Leesburg, Florida, amending Section 7-170 of the City of Leesburg Code of Ordinances, amending the existing Facade, Sign and Landscape Grant Program, expressing purpose, eligible locations; creating an application process and criteria; setting forth requirements and conditions; implementing procedures; repealing conflicting ordinances; providing a savings clause; and providing for an effective date.**

ADOPTED ORDINANCE 25-65

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 Berry seconded the motion.

Mayor Reisman requested comments from the Commission and the audience.

Commissioner Connell mentioned for the record, he spoke with the city manager about this, but to confirm no properties will be eligible for this grant if there are existing code violations on the property. Obviously, the intent of this was to clean up the property, and he would hate to see the city give away \$30,000 to \$50,000 for a sign when they have two stories of used tires stacked behind it. **CM Minner** agreed. **Mayor Reisman** asked if there were any other commission or public comments. There were none.

The roll call vote was:

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

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

10. **An Ordinance of the City of Leesburg, Florida, regulating City of Leesburg Water and Wastewater Capacity Impact Fees; providing for legislative findings and intent; adopting a Water and Wastewater System Impact Fee Study dated September 4, 2025, as amended; Amending Chapter 22 - 'Utilities' of the Code of Ordinances relating to Water and Wastewater Utility Impact Fees; providing for codification and scrivener's errors; providing for conflicts; providing for a savings clause; providing for severability; and providing an effective date.**

ADOPTED ORDINANCE 25-66

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 Berry 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 Connell	Yes
Commissioner Burry	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, annexing certain real property consisting of approximately 7.3 +/- acres; and being generally located west of U.S. Highway 27 and north of University Avenue, lying in Section 24, 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. (Legacy Commerce ANNX)**

Commissioner Burry introduced ordinances 6.B.1, 6.B.2 and 6.B.3 to be read by title only. CC Purvis

read the ordinances by title only.

Mayor Reisman requested comments from the Commission and the audience.

PZD Miller stated this was for the Legacy Commerce Center. It includes an annexation, small scale comp plan and rezoning for 7.3 acres on the west side of US 27 and south of University Avenue. The request is for approval of a future development which consists of 50,200 square feet of multi-use office and warehouse buildings. The future land use application request would go from Lake County Urban Low to City of Leesburg General Commercial and the zoning would go from Lake County Agriculture to City of Leesburg Small Planned Unit Development. Under the conditions of the SPUD agreement, 50,000 square feet of office and multi-use type spaces uses that could include office, warehouse, mini warehouse, industrial, flex space, indoor light manufacturing, building trades and contractors with indoor storage, daycare and private school as the location is near residential development. The design standards include screening of mechanical equipment, 35% open space, dark sky lighting, a landscape plan review is required, and a two floor maximum height, which is consistent with what is permitted in the area. Since US 27 falls under FDOT authority, any changes to the roadway access points would be required to be made by the developer along with all expansions etc. This development would be required to be on city water and wastewater. They included the phasing clause into the PUD. J. B. Bricklemeyer was present to represent the applicant and to answer any questions.

J. B. Bricklemeyer of 17032 Johns Lake Drive, Winter Garden, said he was there on behalf of the owner as legal representation. He was there to answer any questions the commission may have. **Mayor Reisman** asked if there were any questions for the applicant. There were none. He said this item would lay over.

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 7.3 +/- acres from Lake County Urban Low to City of Leesburg General Commercial, for a property generally located west of U.S. Highway 27 and north of University Avenue, lying in Section 24, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Legacy Commerce SSCP)**
3. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 7.3 +/- acres from Lake County A (Agriculture) to City of Leesburg SPUD (Small Planned Unit Development) to allow for 50,200 square feet of Multi-use Office/Warehouse buildings for a property generally located west of U.S. Highway 27 and north of University Avenue, lying in Section 24, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Legacy Commerce SPUD)**
4. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 20.36 +/- acres from City of Leesburg PUD (Planned Unit Development) and C-3 (Highway Commercial) to City of Leesburg PUD (Planned Unit Development) to allow for a mixed-use development, for a property generally located north of U.S. Highway 441 and east of Pemble Road, lying in Section 20, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Leesburg Lake Front**

PUD)

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

Mayor Reisman requested comments from the Commission and the audience.

PZD Miller said this project has a former PUD zoning for an RV Park. It would basically go from PUD and C-3 to PUD. They are requesting 278 multifamily units. However, keep in mind there were currently 250 spots for RV units in the previous PUD. They would add 12,000 square feet of commercial uses, a 2,800 square-foot clubhouse, boat house, and associated amenities. There would be no change to the future land use. It is strictly a rezoning from PUD to PUD with revised conditions. City staff did not receive any substantive comments from the city departments. The school board said it would be subject to concurrency review. We did not receive any written responses to the ads or letters. Looking under the PUD requirements, it would have 278 multifamily units with 12,000 square feet of commercial uses. The commercial uses would be based on the C-3 highway commercial zoning district. There would be a four-floor maximum height on this to create a view of Lake Griffin along with two off-street parking spaces for each unit as required by code. There are design and architectural standards in the PUD that include 35% open space, dark sky lighting, and a landscaping plan is required. We are including a thirty-foot buffer along the western side of the property right along the boundary. Along the western side of the property there would be a four-foot berm with a six-foot privacy fence installed. They would literally have a ten-foot-tall buffer. It would be the same as what was in the previous PUD. There is also a twenty-five-foot landscape buffer along the southern property line which runs along US 441. The standard PUD requirements include the Bahia or Bermuda grass and sidewalks. There will be two separate access points in the development and FDOT would require any upgrades to the property access points. There will be 1.4 acres of active recreation areas which include a swimming pool, walking trail, children's playground and dog park or similar. Again, everything will be on city water and wastewater and the utility department has indicated that there is capacity to serve with water and wastewater. They also included the phasing clause which they have in all the PUDs that would revert this to RE-1 after four years. City staff sees this as a significant upgrade from the current zoning, which was the RV park. They would turn this into apartments with a view. There is a potential there for a marina or something like that. Also, there may be one place where people can get gas on Lake Griffin. **Commissioner Burry** indicated that the only spot he knows of to get gas is up near CR 42, which is quite far. **PZD Miller** stated this was a significant opportunity for that side of the highway. **Commissioner Burry** asked if these were apartments. **PZD Miller** agreed. They would be apartments. **Commissioner Burry** wanted to know more about the apartment sizes. Would there be one, two and three bedrooms? **PZD Miller** indicated that he would have that information for them at second reading. However, he believed they were using the standard numbers that they had always used. **Commissioner Burry** said that they have worked on some in the past, but he wanted to make sure this met the same standards. **PZD Miller** could not recall if it was in the PUD, but he would make sure it was for the second reading. **Mayor Reisman** wanted to know if the marina would be specifically for the tenants. **PZD Miller** responded that there is an ability to do a marina and a restaurant and staff would hate to see it restricted to the tenants only because there could be a lot of business that comes in off the lake. **Mayor Reisman** said he liked that idea. He asked if there were any further questions for the planning and zoning director. There were none.

Mike Rankin, president of LPG, 9013 Silver Lake Drive, said the only thing he would comment on would be that the marina and restaurant would be open to the public. They anticipate more restaurants along US 441 in addition to the waterfront and even though in the title it mentions RV parking, there will not be any RVs on this property. **Commissioner Burry** wanted to verify that he would be okay with the commission taking that RV parking out of the PUD. **Mr. Rankin** replied yes. They have been dealing

with these folks for quite some time. It was inherited, and they convinced them that they would not get RVs there. They decided to switch gears, but the name remained the same. They have been working with the neighbors. **Mayor Reisman** asked if there were any questions by the commission and the public. There were none. He said this item would lay over.

C. NON-ROUTINE ITEMS:

1. NONE

7. INFORMATIONAL REPORTS:

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

A. NONE

8. CITY ATTORNEY ITEMS:

CA Watson had no items to discuss.

9. CITY MANAGER ITEMS:

A. Update JPA Negotiations with Lake County

CM Minner said the purpose of this time was to provide an update about where the joint planning agreement (JPA) conversations have gone with the county, and to get some feedback from the commission. City staff has met with county staff on two occasions to specifically discuss the concept of negotiating a JPA. The county hosted a meeting two Mondays ago to talk about different things where the BOCC may or may not be looking to do JPAs or transfer development rights (TDRs). He was looking to get some direction from the commission to make sure they were heading down the correct path before ultimately bringing back a document that the commission would approve. If the commission does not want to approve such a document, then he would prefer to veer off from that now. The heartbeat of the JPA conversations for Leesburg has centered around roads and roads being the ones that the city is required to take pursuant to the ISBA, along with roads that the county wants us to take as a part of a JPA. He believes that the county's position is that if we are willing to take the roads, they would be more than happy to give them to us as is. With that, he wanted to digress a little further, because they received a letter dated October 10th that was conflicting because they had already met with county staff on two occasions. We also received a list of roads from county staff that was included in the commission packet and neither that list nor through their conversations with county staff did they say that we had to take CR 48. So, that letter has become slightly problematic. He broke down the county list further and that list was included in the commission packets. He just put it into an easier format which included three sections. The first section includes the roads that we would be required to accept pursuant to the ISBA. In paragraph 3E and F, it says if the city hit 50% of road frontage, we would have to take the road. There is a clear agreement between city and county staff regarding the roads that the city has to take pursuant to

the ISBA, which are Bridges Road, Busby Road, Dewey Robbins Road, Duncan Road, Fernery Road, Number Two Road, Poe Road, and Windmill Road. However, not all segments of those roads were included in the packet because the county put in the start and terminus points for where they would start and end, which were pretty agreeable. Even if the city did not want to take these roads, it would not matter, because we have to. At this point, he would like to get the commission to formally say that they would like to take them. He would then go back to the county manager and the county attorney so they could write up the transfer deeds. They could get that expedited quickly. He asked the commission if they were good with those taking those roads. With a nod of heads, the commission agreed that they were good with that list.

Moving on, the next item on the list is the Windsong subdivision. The Windsong subdivision is an old PUD. He had not looked it up, but it is an odd PUD that we brought in back in the early 2000s. His recollection of that PUD was that the roads and sidewalks stayed in the county even though the city annexed that PUD. Now, that practice has been problematic because the residents of Windsong have complained about the roads and sidewalks. They went and talked to the county and the county told them it was not theirs to fix. They then came to the city, and we told them that we had an agreement that said we do not need to fix them. The correct and right thing to do is to take those roads because they are subdivision roads. They are not connector roads, they are internal roads in a subdivision. They function, look, and act like Maple Street, USA, so the city really needs to take over those roads. **Commissioner Berry** wanted to verify that there was only one way in and out of that subdivision. **CM Minner** agreed. There are about five or six roads in Windsong, but they all connect to Windsong Drive, which hits US 27. He did not believe that all the roads were miserable, and not every one of them would need an overlay. However, they probably need some TLC. So, if the commission would like him to report back on the conditions of those roads before speaking to the county, he could do that. However, he believes they are up against the typical, because some of those roads are about twenty years old, so they may have some potholes, cracks and other stuff that needs to be fixed. Fixing these roads should not break the bank, but he could look at the roads prior to taking them over because that makes practical sense.

Next, he did not include terminus roads in the packet, but he had a map that showed all the roads the county had requested the city consider taking over. He was not going to read the entire list because it was too long. It was in pictorial form, and it did not include what he would call major roads like CR 33, CR 48, CR 470 or CR 44. He pointed out that they were not required to take these roads. However, he was there to ask the commission if they wanted to take these roads. If the answer is that we do not want to take the roads, in his opinion, that kills the JPA, because we really have nothing to discuss. Again, if we do not take these roads, that ostensibly kills the JPA. However, he did not want to go back to the county empty-handed, so he wanted to unveil a concept that is different from a TDR, because honestly, TDRs are not the answer at a city level. With all due respect, TDRs are near and dear to Commissioner Park's heart, but he did not think they would work because, typically, TDRs have been used in more urban counties. He understands the BOCC wants to keep a rural atmosphere in Lake County, and frankly, we all do to a certain extent. However, in places where TDRs have been used have been urban counties where the county has control of utilities and the county is in control of the urban and rural areas. In order for TDRs to work in our setup, we would need fifteen entities, which would be the fourteen cities and the county to agree on certain issues, but the primary one that we would never agree on or that we would struggle to agree on is the receiving area. In simple language, what is a receiving area? If we designate a place where we do not want densities to occur, then the property owners have an option to get the value of their property rights in lieu of sale. That would then have to go through a public hearing process, and they would get a direct card to build in a receiving area. For example, the BarKey PUD when that was done. If we did not want that to develop, they would have to go to the Scales family, and pay the Scales' family "x" dollars, and then we would have to find somewhere else to put 2,000 units. So, where would we put those units, and what is the receiving area? He believed the correct receiving area would be on a

major highway where there are utilities. That is exactly where it is located. Pretty much every one of Leesburg's major annexations is on a highway with utilities. That begs the question of what receiving areas are. Therefore, that is why TDRs become problematic. Again, if we are not going to take the roads, then the bulk of the JPA that we have been discussing will not happen due to us not taking the bulk of the roads.

Now, what can we do, because the problem with the BOCC is that they want to try and mix rural transition areas, urban areas, and rural areas throughout Lake County. He knows Lake County does not want to lose its rural identity, and they do not want to turn into or look like Dade. He did not mean that to be derogatory towards Dade, but could you picture Lake County having one city on top of another city? It would become a megalopolis where municipal corporations meet other municipal corporations. When the ISBA was created back in 2013 and 2014, it was not contemplated. Remember when it was created in 2013 and 2014, we were coming out of a recession. He would pointily say that the BOCC failed to state this in their argument about how the ISBA and the city were not planned correctly, because what the ISBA failed to contemplate in 2013 was that we wanted development, and at that time we were trying to get the economic development motion started. There was no contemplation of protecting a rural area and bands around our ISBAs to protect the sanctity of the county comp plan. The county comp plan has a number of different elements on it, and as a political subdivision they have a different comp plan compared to municipal corporations. We, being the City of Leesburg, are a municipal corporation under the laws of Florida. It is not typical, nor is it legal, for a municipal corporation to have a comprehensive plan that has conservation areas or rural areas, because that is not our business. Even as a city commissioner, if they wanted those areas, he would suggest that they preserve and go where the county commission wants to go, which is to preserve their comprehensive plan, so that it cannot be changed by a municipal corporation's right to annex. Once we annex, we have the statutory right to erase their comp plan and put ours in because that would take away the urban and the conservation areas that we have. If they remember a few months ago, Commissioner Connell brought in the concept of a moratorium policy, and what he was about to tell them was similar to that, in that they do not annex property in certain areas. However, it is completely different from a moratorium because it was not called a moratorium. When they call something a moratorium, they know what happens. It is like dumping gasoline on a fire, because when they throw out the word moratorium, it sends out the notion of a freeze, a stop, and that they do not want any more development. However, he believes they would like to help the county preserve their comprehensive plan.

Now, how do we do that and even though he has said for months that we need to get rid of the ISBA, he is now publicly changing his position. We do not need to get rid of the ISBA, we just need to amend it. We need to amend it by including and recognizing transitional zones that were overlooked in 2013. We do not need to refer to the county transitional zoning because they have it in their 2025 March comp plan where they created a transitional zoning. Frankly, around Leesburg, they will hardly find this transitional zoning, but what they will find is a lot of conservation, rural and low density. So how can we agree to not develop in those areas? We would agree to include no annexation zones within the existing ISBA, so we need to just simply amend the ISBA.

Referring to a map, he said this is what it would kind of look like. No, the map has not been distributed to the public, but it is a public document and it is available. Essentially, the concept would be to have an overlay on the county comprehensive plan and future land use map. For the city, this map looks backwards because the city is represented by the white areas on the map and all the colored areas represent the county. We are used to seeing the city in colors and the county in white, so there is an inverse. However, what it shows is the concept of preserving the county's future land use plan. He pointed out Leesburg and even though they could not see the city limits, they could see the Leesburg ISBA. In his opinion, there are areas where the city could say we will not annex. His suggestion would be

the south portion of the ISBA, which is Bridges Road, Austin Merritt, CR 33 and CR 48. The Oak Ridge subdivision that was discussed earlier is located further up from this area. It would not be located in the no annexation zone, which might be a conversation when he comes back to the commission. However, ostensibly it would be everything that is below what we have taken in less The Villages. He pointed out where the old Secret Promise property was located, which is already located within the city limits. Plus, it has been purchased by The Villages, so it is now an age-restricted Villages development (ARD). He showed another area on the map that was brought in with Secret Promise. They used to call it the Renaissance Trails, which was also purchased by The Villages. Basically, all the big white sections of the map that are not part of the no-annexation zone are The Villages or swampland. The no-annexation zone that they would propose is the bottom tier of southwest Leesburg, which is the area between the Leesburg and Mascotte ISBAs. Mascotte would have to join us and create a no-annexation zone so that between the City of Leesburg and Mascotte boundaries there would be slivers of no-annexation zones, which would preserve the county's future land use map. We would all have to agree that we do not annex that area. Another area that is confrontational for the city as far as growth is the CR 44 corridor. We know there is both good and bad land out there that will develop, and Orange Bend is one of them, which the county gave us permission to develop, but everything that we have not annexed to date, we would say, is a no-annexation zone. That is pretty much everything except for Swan Capital, Hills of Leesburg, and Treasure Trove, which are in as long as we do not get any petitions between now and then, we will carve out that area as a no-annexation zone. In the northwest corner of the community, which is Fruitland Park and Lady Lake, they are not seeing territorial problems with the county, because there really is not a lot of activity going up in that area. At that time, he did not contemplate putting a no-annexation zone there.

However, there are three important points. First, if we do propose this to the county, we have to agree on the no-annexation zones, obviously, us as well as the county, along with the neighboring cities in the hotbed areas. We would all have to agree. If they do not agree, and we agree, that would create some havoc, so everybody will have to share in the preservation of the county's future land use map. The county's hot corner is near the Turnpike and US 27. It would be the county's four corners, where Howey, Leesburg, Groveland, and Mascotte all meet. We have to have joint agreement in the area. For Howey, a lot of the area is already in the Yalaha Apopka RPA. He believes the county would appreciate it if Howey jumped on board, and created that section as a no-annexation zone, because that would protect the RPA. Then Groveland would need to work with Leesburg a little bit, but he did not think Groveland followed traditional municipal urban planning in the aspect of their hamlet's designation. He wanted to put that out there with no disrespect, but that is not how Leesburg is developing, because in Leesburg we have clustered development along US 27 and CR 44, which are areas that the county would call receiving areas. So, we have to work with Groveland on the areas up the US 27/Turnpike corridor that they would preserve. The same goes with Mascotte and all the other entities there. In central western Lake County, they would have a strip of no-annexation zones between Leesburg, Groveland, Mascotte and Howey, which he believes is where the county wants to go. They would like to preserve the county's plan. It is not a moratorium that says no growth, no annexation, it just becomes areas that cannot be developed in Leesburg. So, if a developer were to come in asking to annex this parcel under the plan, the planning and zoning director would tell them that it was a no-annexation zone, and that they would need to go to the county. We also have to recognize that there will be utility issues, but for the most part, the City of Leesburg can serve everything that is in our ISBA. If we agree not to annex, we do not want to give up that territorial right to a city that may be more aggressive than us. That is why the other cities need to come to the table.

With our CUP, we submitted to the district that we have to provide water and sewer to certain areas, which is basically our ISBA box, and we do not want to give up that territory or those numbers to a community who might want to steal it from us if we agree with the county not to annex. They will need to be parties to this. By the way, in order to amend the ISBA, everybody who was a party to the

originally has to come back to the party and everybody has to jointly work together. However, as long as we have the five entities, Howey, Leesburg, Groveland, Mascotte, and the county working together, they could probably accomplish it in this corner because it does not affect any other municipality. To recap, the first thing we need is for everyone to agree to the no annexation zones. Secondly, we all have to respect our 180 rights, which is a statutory reference. The 180 is a statutory reference where municipal corporations can stake out areas inside and outside their boundaries for where they will be the provider of utilities. The county does not have utilities through this agreement, so we would commit to the county as well as the other cities. We would protect our territorial areas and provide what areas may develop in the county. We would provide water and sewer as long as it is financially feasible. That is the second part of the negotiation. That would have to be a reconsideration of the amendment to the ISBA. Thirdly, if this is considered as a taking to the Bert Harris Act or if it is challenged by property owners who might be in the no-annexation zone who may not like the county comp plan and who may be looking in the future to come into municipal corporations to municipalize, then the county would need to defend it. The county will need to defend any type of lawsuit for an amendment to the ISBA that would need to be defended by the county because, in all actuality, that would be the county defending their comprehensive plan, which is not a big ask.

Those are the broad strokes that he wanted to present this evening. If the flavor of the commission is that TDRs and JPAs are not going to work, he does not want to go back to the county empty-handed without another solution to consider. If the commission agrees to move forward with the "have to" roads, they would need to transmit that information to the county. We will also look more into the Windsong roads to see what kind of financial burden we are looking at bringing in. However, we will say no to all the other stuff. So, when we say no to all the other stuff, this would be his big leap, because he would take the liberty to present a red-lined amended version of the ISBA to the county that includes the no-annexation zone proposal. **Mayor Reisman** asked if there were any commission comments.

Commissioner Berry wanted to know if there were any other cities not willing to do JPAs or TDRs? **CM Minner** responded that Groveland already has a JPA. They had this conversation, and he recommenced right out of the gate that they should not have done the Groveland JPA. He did believe that to be a very friendly city document. However, beyond Groveland, he was not sure where any other JPA conversations were. **Commissioner Berry** inquired about the TDRs because those go hand in hand. **CM Minner** replied that nobody has agreed to do TDRs yet. **Commissioner Berry** mentioned where TDRs seem to really work are in counties with a large urban center, like Alachua County, because they have Gainesville and then a bunch of little communities. We are not like that, so he did not see how that would go forward, because a collector site has to be a big urban site and he did not see that being Leesburg. We are not like Gainesville, because they have about sixty thousand college kids, and they need apartments and all that kind of stuff. He was not a big fan of that part. He has always said to the city manager in their private conversations that we are supposed to look out for Leesburg and, so far on the JPA side, he has not seen what is in it for Leesburg. He personally likes what we have right now. He likes having the ability to do business the way we are now. It had been a good thing for the city, so any further agreements down the road, he would want to know how it would benefit Leesburg. What has been offered so far is that we take all of Sunnyside and take care of the roads out there. However, we do not even own 10% of the roads out there. They want us to take Dixie and SR 44, which is a state road. He did not understand where the list came from because it did not make a lot of sense. **Commissioner Berry** asked if the JPAs and TDRs have to be consistent with the ISBA since it already exists? **Mayor Reisman** answered no.

CM Minner agreed the simple answer is no. They do not have to. **Commissioner Berry** wanted to know if the goal was to work together and run parallel. **CM Minner** pointed out that we do not want to have three or four different agreements that pretty much say the same thing because that would make it more complex. We just need one agreement that guides how we will all work together, and we already have that agreement in place. That is the ISBA. Now, what is creating the problem, and what is upsetting the

county, is that their future land use map is being overridden by municipal annexations. If we are in agreement not to annex certain areas in our ISBA box, then that creates this band of county comprehensive plan that stays superior for the duration of the ISBA. **CA Watson** jumped in and added that there would be a simplistic aspect to it because we already have the existing agreement. We actually have two existing agreements and instead of blowing everything up and creating a completely new framework. Under this suggestion, they would basically be staying under the same framework that the city has been operating under for ten to eleven years. They would not be changing things dramatically, but they would be addressing some of the concerns that have been talked about among different governmental units. It is an easier mechanism, and a sensible mechanism for bringing about change. As the city manager said, if they create three or four different agreements, we would have to look at all of them to figure out what each agreement is and that is always more complicated. If they just boil it down to what we already have and make some changes, that is the right answer instead of blowing everything up and starting over. **Mayor Reisman** asked if he was looking for a motion to move forward with this. **CA Watson** replied that it would not hurt. The city manager could recap what his request was, but there were three bullet points that he was looking for direction on. **Commissioner Berry** wanted to know if that did not work with the county, would it come back to them? **Commissioner Burry** asked if the roads that we take are taking. Would that be part of this? **CM Minner** said no, that would be a separate item. The roads that we have to take we will take, but that would be aside from amending the ISBA. **Commissioner Berry** wanted to know if the county would be considering controlling Leesburg's growth and if that was the goal? **CM Minner** said that was a tricky question because we would say that Leesburg is controlling our own growth, and we are managing it. Whether we are managing it at the whims of the residents or the BOCC, that would be another question. **Commissioner Burry** pointed out that we always talk about growth and, for him, all we are doing is planning, because the growth numbers are at 40,000, so we have 40,000 out there. However, remember they are just planned, they are not developed. We are just trying to plan, and he believes this is a good idea. **Commissioner Berry** wanted to know what the time frame was for presenting and coming back. **CM Minner** replied that it depends. It could be lickety-split, but it depends on the devil in the details. If everyone buys in to what we are saying, the commission could see it by Christmas, but again, the devil will be in the details, the language, and how we draw the lines. Plus, we need to find out if all the other cities will jump on board. Again, it could be super quick or could be something else that drags on, but this is a pretty consequential shift in the discussions. When the commission says no, that we will not take any more county roads than what we have to take, then the heartbeat of the JPA goes away, but he did not want to go back to the county empty-handed. That way, we would not just be saying no because we are trying to work with them whether they believe it or not. We are trying to come up with a concept that benefits them, not us. However, we need all the other jurisdictions to buy in and if everyone likes it, it will be quick. **CA Watson** added that sticking with the foundation of what already exists definitely helps with efficiency. **CM Minner** agreed, and it would be quicker than a JPA or TDR.

Commissioner Burry made a motion to grant the city manager the authority to contemplate an ISBA amendment with the county to include the no-annexation zones, and Commissioner Connell seconded the motion.

Mayor Reisman asked if there were any other comments. There were none.

The roll call vote was:

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

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

10. ROLL CALL:

Commissioner Burry had no comment.

Commissioner Connell said he had one thing. He remembered using the words temporary stay for annexations. He did not use the word moratorium. **CM Minner** laughed and agreed. **Commissioner Burry** also laughed and said that was a good one.

Commissioner Berry had no further comment.

Mayor Reisman pointed out that he received an application for the Historic Preservation Board this evening. He wanted to know if they could just appoint him tonight instead of bringing it back to another meeting. Joshua Brewster, who was in the audience, applied for the Historic Preservation Board, and he was looking to see if someone could make a motion to appoint him to that board since there are vacancies.

Commissioner Burry made a motion to appoint Joshua Brewster to the Historic Preservation Board and Commissioner Berry seconded the motion.

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

The roll call vote was:

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

Four yeas, no nays, the Commission approved the appointment.

Continuing, he thanked the Leesburg Police Department and the Leesburg Special Events division for putting on a phenomenal National Night Out in the downtown. It was absolutely beautiful. Kudos to all of them. There are a couple of events coming up. On October 25th they will be hosting Trick-or-Treat on Main Street. Last year they had about 9,000 people down there. Again, it will be held on October 25th from 4:00 p.m. to 7:30 p.m. It will be another great event. Then the recreation department will be conducting a haunted house at Mote Morris house starting October 24th through the 26th. He encouraged everyone to do it. It will be another fun event, and it was a great time last year.

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 Burry and a second by Commissioner Berry, the meeting adjourned at 7:40 p.m.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.1.

Meeting Date: October 27, 2025

From: Cliff Kelsey, (Public Works Director)

Subject: Requesting approval to purchase Aquatic Vegetation Management Services from Professional Waterfront Cleanup and Removal, LLC, in the total amount of \$80,494.92.

Staff Recommendation:

Staff recommends approval of the purchase of Aquatic Vegetation Management Services from Professional Waterfront Cleanup and Removal, LLC in the amount of \$80,464.92.

Analysis:

This purchase is essential for maintaining continuous service from October 2025 to September 2026 for the management of aquatic vegetation in various waterfront locations throughout the City.

Procurement Analysis:

On February 28, 2023, the City of Leesburg entered into a three-year agreement with Professional Waterfront Cleanup and Removal, LLC to provide services related to the cleaning, restoration, and maintenance of waterfront areas. This Agreement expires in February 2026.

Options:

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

Fiscal Impact:

Funds are available in the current Stormwater operating budget.

Account No.	014-5171-537-3410
Requisition	57933
Budget	\$80,465.00
Available	\$80,465.00



PWC
P.O. Box 490026 Leesburg, FL 34749



Proposal #2505

#2519 - 7. SINGLETARY PARK	1902 S 14TH ST LEESBURG, FL 34748		\$ 1,200.00
Spray Emerge/Submerge	\$ 120.00	12	\$ 1,440.00
Treatment of emerging and submerged vegetation.			
#2521 - 8. MARINA	250 BALL PARK RD LEESBURG, FL 34748		\$ 1,440.00
Spray Emerge/Submerge	\$ 200.00	12	\$ 2,400.00
Treatment of emerging and submerged vegetation.			
#2523 - 9. HENDERSON PARK	910 BEVERLY HARBOR DR LEESBURG, FL 34748		\$ 2,400.00
Spray Emerge/Submerge	\$ 140.00	12	\$ 1,680.00
Treatment of emerging and submerged vegetation.			
#2525 - 10. LAKE LUCERNE	10 LUCERNE CIR LEESBURG, FL 34748		\$ 1,680.00
Spray Emerge/Submerge	\$ 160.00	12	\$ 1,920.00
Treatment of emerging and submerged vegetation.			
#2527 - 11. LAKE LORRAINE	1009 GRIFFIN RD LEESBURG, FL 34748		\$ 1,920.00
Spray Emerge/Submerge	\$ 115.00	12	\$ 1,380.00
Treatment of emerging and submerged vegetation.			
#2529 - 12. LITTLE LAKE LORRAINE	1111 GLEN RIDGE DR LEESBURG, FL 34748		\$ 1,380.00
Spray Emerge/Submerge	\$ 100.00	12	\$ 1,200.00
Treatment of emerging and submerged vegetation.			
#2531 - 13. LAKE MAITLAND	2015 BUTLER ST LEESBURG, FL 34748		\$ 1,200.00
Spray Emerge/Submerge	\$ 150.00	12	\$ 1,800.00
Treatment of emerging and submerged vegetation.			
#2533 - 14. DYCHES LAKE	2400 STOER ISLAND DR LEESBURG, FL 34748		\$ 1,800.00
Spray Emerge/Submerge	\$ 140.00	12	\$ 1,680.00
Treatment of emerging and submerged vegetation.			
#2535 - 15. SCENIC STREET POND	726 SCENIC ST LEESBURG, FL 34748		\$ 1,680.00
Spray Emerge/Submerge	\$ 100.00	12	\$ 1,200.00
Treatment of emerging and submerged vegetation.			
#2537 - 16. INDIAN LANE POND	506 INDIAN LN LEESBURG, FL 34748		\$ 1,200.00
Spray Emerge/Submerge	\$ 100.00	12	\$ 1,200.00
Treatment of emerging and submerged vegetation.			



PWC
P.O. Box 490026 Leesburg, FL 34749

Proposal #2505

Proposal For

City of Leesburg

P.O. Box 490630
Leesburg, FL 34749

Location

2121 Johns Ave
Leesburg, FL 34748

Customer Contact

main: 352-705-0248
mobile: 352-617-9689
Chad.Conklin@leesburgflorida.gov

City of Leesburg Ponds Proposal 1/2

Terms
Net 30

ITEM DESCRIPTION		AMOUNT	TIMES / CONTRACT	CONTRACT TOTAL
Spray Emerge/Submerge Treatment of emerging and submerged vegetation.		\$ 130.00	12	\$ 1,560.00
#2506 - 1. BERRY PARK	2121 JOHNS AVE LEESBURG, FL 34748			\$ 1,560.00
Spray Emerge/Submerge Treatment of emerging and submerged vegetation.		\$ 150.00	12	\$ 1,800.00
#2509 - 2. LAKE WILLIAM	211 LEE MEADOWS AVE LEESBURG, FL 34748			\$ 1,800.00
Spray Emerge/Submerge Treatment of emerging and submerged vegetation.		\$ 105.00	12	\$ 1,260.00
#2511 - 3. FOUNTAIN LAKE	600 W MEADOW ST LEESBURG, FL 34748			\$ 1,260.00
Spray Emerge/Submerge Treatment of emerging and submerged vegetation.		\$ 650.00	12	\$ 7,800.00
#2513 - 4. VENETIAN GARDENS	201 E DIXIE AVE LEESBURG, FL 34748			\$ 7,800.00
Spray Emerge/Submerge Treatment of emerging and submerged vegetation.		\$ 150.00	12	\$ 1,800.00
#2515 - 5. SKI BEACH	21 DOZIER CIR LEESBURG, FL 34748			\$ 1,800.00
Spray Emerge/Submerge Treatment of emerging and submerged vegetation.		\$ 100.00	12	\$ 1,200.00
#2517 - 6. HERLONG PARK	700 E N BLVD LEESBURG, FL 34748			\$ 1,200.00
Spray Emerge/Submerge Treatment of emerging and submerged vegetation.		\$ 100.00	12	\$ 1,200.00



#2539 - 17. NURSERY RD. POND	211 S NURSERY RD LEESBURG, FL 34748		\$ 1,200.00
Spray Emerge/Submerge		\$ 120.00	12 \$ 1,440.00
Treatment of emerging and submerged vegetation.			
#2541 - 18. FLAMINGO RD. POND	LEESBURG, FL 34748		\$ 1,440.00
Spray Emerge/Submerge		\$ 215.00	12 \$ 2,580.00
Treatment of emerging and submerged vegetation.			
#2543 - 19. LAKE HOLLYWOOD	703 FLORIDA AVE. LEESBURG, FL 34748		\$ 2,580.00
Spray Emerge/Submerge		\$ 180.00	12 \$ 2,160.00
Treatment of emerging and submerged vegetation.			
#2545 - 20. LOUIS ST. POND	2010 EDGEWOOD AVE. LEESBURG, FL 34748		\$ 2,160.00
Spray Emerge/Submerge		\$ 120.00	12 \$ 1,440.00
Treatment of emerging and submerged vegetation.			
#2547 - 21. PARK LAKE	S 14TH ST LEESBURG, FL 34748		\$ 1,440.00
Spray Emerge/Submerge		\$ 100.00	12 \$ 1,200.00
Treatment of emerging and submerged vegetation.			
#2549 - 22. BALMORAL CIR POND	730 BALMORAL CIR LEESBURG, FL 34748		\$ 1,200.00
Spray Emerge/Submerge		\$ 230.00	12 \$ 2,760.00
Treatment of emerging and submerged vegetation.			
#2551 - 23. LAKE ROBINHOOD	1312 BRAEBURY DR LEESBURG, FL 34748		\$ 2,760.00
Spray Emerge/Submerge		\$ 150.00	12 \$ 1,800.00
Treatment of emerging and submerged vegetation.			
#2553 - 24. CHESTER ST. POND	2007 S CHESTER ST LEESBURG, FL 34748		\$ 1,800.00

Client Notes

October 2025- September 2026

PO#538328



PWC
P.O. Box 490026 Leesburg, FL 34749

Proposal #2505

All work will be completed in accordance with these plans unless subsequent changes are agreed upon in writing. Balances not paid by the due date are subject to late fees.

TOTAL	\$ 45,900.00
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Signature

X

Date:

Please sign here to accept the terms and conditions



PWC
P.O. Box 490026 Leesburg, FL 34749

Proposal #2507

Proposal For

City of Leesburg

P.O. Box 490630
Leesburg, FL 34749

Location

920 McCormack St
Leesburg, FL 34748

Customer Contact

main: 352-705-0248
mobile: 352-617-9689
Chad.Conklin@leesburgflorida.gov

City of Leesburg Ponds Proposal 2/2

Terms
Net 30

ITEM DESCRIPTION		AMOUNT	TIMES / CONTRACT	CONTRACT TOTAL
Spray Emerge/Submerge Treatment of emerging and submerged vegetation.		\$ 120.00	12	\$ 1,440.00
#2508 - 25. MCCORMACK POND	920 MCCORMACK ST LEESBURG, FL 34748			\$ 1,440.00
Spray Emerge/Submerge Treatment of emerging and submerged vegetation.		\$ 100.00	12	\$ 1,200.00
#2510 - 26. LAKE BONAIRE	616 S 14TH ST LEESBURG, FL 34748			\$ 1,200.00
Spray Emerge/Submerge Treatment of emerging and submerged vegetation.		\$ 120.00	12	\$ 1,440.00
#2512 - 27. DOT (BALL PARK)	365 E DIXIE AVE LEESBURG, FL 34748			\$ 1,440.00
Spray Emerge/Submerge Treatment of emerging and submerged vegetation.		\$ 100.00	12	\$ 1,200.00
#2514 - 28. GINGER CIR POND	25 GINGER CIR LEESBURG, FL 34748			\$ 1,200.00
Spray Emerge/Submerge Treatment of emerging and submerged vegetation.		\$ 200.00	12	\$ 2,400.00
#2516 - 29. AIRPORT POND (441)	32946 WILCO DR LEESBURG, FL 34788			\$ 2,400.00
Spray Emerge/Submerge Treatment of emerging and submerged vegetation.		\$ 125.00	12	\$ 1,500.00
#2518 - 30. VENETIAN CENTER POND	1 DOZIER CIR LEESBURG, FL 34748			\$ 1,500.00
Spray Emerge/Submerge		\$ 140.00	12	\$ 1,680.00



treatment of emerging and submerged vegetation.

#2520 - 31. LAKE MARY (DIXIE)	231 S 14TH ST LEESBURG, FL 34748		\$ 1,680.00
Spray Emerge/Submerge	\$ 120.00	12	\$ 1,440.00
Treatment of emerging and submerged vegetation.			
#2522 - 32. GRIFFIN RD GYM 1	1851 GRIFFIN RD LEESBURG, FL 34748		\$ 1,440.00
Spray Emerge/Submerge	\$ 100.00	12	\$ 1,200.00
Treatment of emerging and submerged vegetation.			
#2524 - 33. GRIFFIN RD GYM 2	1851 GRIFFIN RD LEESBURG, FL 34748		\$ 1,200.00
Spray Emerge/Submerge	\$ 100.00	12	\$ 1,200.00
Treatment of emerging and submerged vegetation.			
#2526 - 34. PERKINS ST. (DOT)	714 PERKINS ST LEESBURG, FL 34748		\$ 1,200.00
Spray Emerge/Submerge	\$ 100.00	12	\$ 1,200.00
Treatment of emerging and submerged vegetation.			
#2528 - 35. CENTURY LINK	500 WEBSTER ST LEESBURG, FL 34748		\$ 1,200.00
Spray Emerge/Submerge	\$ 100.00	12	\$ 1,200.00
Treatment of emerging and submerged vegetation.			
#2530 - 36. CANAL ST. POND	505 N CANAL ST LEESBURG, FL 34748		\$ 1,200.00
Spray Emerge/Submerge	\$ 100.00	12	\$ 1,200.00
Treatment of emerging and submerged vegetation.			
#2532 - 37. AQUATIC CENTER 1	312 PINE ST LEESBURG, FL 34748		\$ 1,200.00
Spray Emerge/Submerge	\$ 100.00	12	\$ 1,200.00
Treatment of emerging and submerged vegetation.			
#2534 - 38. AQUATIC CENTER 2	312 PINE ST LEESBURG, FL 34748		\$ 1,200.00
Spray Emerge/Submerge	\$ 100.00	12	\$ 1,200.00
Treatment of emerging and submerged vegetation.			
#2536 - 39. AQUATIC CENTER 3	312 PINE ST LEESBURG, FL 34748		\$ 1,200.00
Spray Emerge/Submerge	\$ 100.00	12	\$ 1,200.00
Treatment of emerging and submerged vegetation.			
#2538 - 40. HALL CIRCLE	501 E N BLVD LEESBURG, FL 34748		\$ 1,200.00
Spray Emerge/Submerge	\$ 200.00	12	\$ 2,400.00
Treatment of emerging and submerged vegetation.			



#2540 - 41. DOT 4 (441)	7928 US-441 LEESBURG, FL 34788		\$ 2,400.00
Spray Emerge/Submerge Treatment of emerging and submerged vegetation.	\$ 110.00	12	\$ 1,320.00
#2542 - 42. DOT 3 (OLD TAV RD)	2191 OLD TAVARES RD LEESBURG, FL 34748		\$ 1,320.00
Spray Emerge/Submerge Treatment of emerging and submerged vegetation.	\$ 135.00	12	\$ 1,620.00
#2544 - 43. DOT 2 (SUNNYSIDE)	116 SUNNYSIDE DR LEESBURG, FL 34748		\$ 1,620.00
Spray Emerge/Submerge Treatment of emerging and submerged vegetation.	\$ 156.25	12	\$ 1,875.00
#2546 - 44. LEESBURG GATEWAY 1 (BIG POND)	1110 N 14TH ST LEESBURG, FL 34748		\$ 1,875.00
Spray Emerge/Submerge Treatment of emerging and submerged vegetation.	\$ 139.58	12	\$ 1,674.96
#2548 - 45. LEESBURG GATEWAY 2	1110 N 14TH ST LEESBURG, FL 34748		\$ 1,674.96
Spray Emerge/Submerge Treatment of emerging and submerged vegetation.	\$ 152.08	12	\$ 1,824.96
#2550 - 46. INDUSTRIAL PARK POND	3609 PARKWAY BLVD LEESBURG, FL 34748		\$ 1,824.96
Spray Emerge/Submerge Treatment of emerging and submerged vegetation.	\$ 162.50	12	\$ 1,950.00
#2552 - 47. TURNPIKE PLANT	1600 COUNTY RD 470 W LEESBURG, FL 34748		\$ 1,950.00

Client Notes

October 2025- September 2026

PO#538328



PWC
P.O. Box 490026 Leesburg, FL 34749

Proposal #2507

All work will be completed in accordance with these plans unless subsequent changes are agreed upon in writing. Balances not paid by the due date are subject to late fees.

TOTAL	\$ 34,564.92
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Signature

x

Date:

Please sign here to accept the terms and conditions

Total
\$ 80,464.92
same amount as
FY 25



Scope of Work

Professional Waterfront Cleanup provides solutions to our clients to formulate a customized solution to manage their waterfront. Your waterfront adds value and aesthetic beauty to your property and often becomes your home's most important feature. The quality of the lake and its shoreline are as important as your house. If not maintained on a regular basis, invasive plants and animals such as Eurasian watermilfoil and zebra mussels are very difficult to remove once established. They can also have a negative impact on lakefront property values.

Our Maintenance Program offers our clients a solution to prevent and maintain a healthy, balanced and beautiful ecosystem—monthly, bi-monthly, quarterly or annually based on your needs.

The maintenance plan you select is averaged over a 12-month period, with some months requiring more herbicide and labor than others. Water level changes, such as high or low water, impact the amount of vegetation that needs spraying. This includes situations where rising water levels due to weather reduce the need for treatment. **You will be billed according to this agreement regardless of these variations.**

Maintenance agreements will be billed based on the agreement term. **If you choose a "Monthly" option and the maintenance agreement is paid annually for the term, you will receive one month free. This applies only to the "Monthly" option of any maintenance package listed.**

**AGREEMENT FOR
AQUATIC VEGETATION MANAGEMENT SERVICES**

THIS AGREEMENT is made as of the 15th day of February in the year 2023, between The City of Leesburg, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **PROFESSIONAL WATERFRONT CLEANUP AND REMOVAL, LLC.** whose address is 300 Water Shore Drive, Leesburg, Florida 34748 (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) 230301 – Aquatic Vegetation Management; and
- c. The CONTRACTOR'S response to IFB 230301 made electronically on January 17, 2023 at 10:12 AM EST.

2. **Scope of Services.** The CONTRACTOR shall furnish AQUATIC VEGETATION MANAGEMENT SERVICES to the CITY for the locations listed in ATTACHMENT "A" and made part of this Agreement. The unit costs of the services shall not exceed those stated in ATTACHMENT "A" except where the cost adjustment clause has been exercised following the Firm Fixed Price Period. Nothing herein shall limit the CITY'S right to obtain proposals or services from other contractors for same or similar work.

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

4. **Other Services.** The CITY may request Other Services related to Aquatic Vegetation Management and Removal that may not specifically appear in the list of contracted services. For any Other Services the CITY will request the CONTRACTOR to prepare a Cost Proposal for the desired services. The CITY and CONTRACTOR will mutually agree to the Scope of Work and Cost for Other Services requested under this Agreement.

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

7. **Term of Agreement.** The Initial Term of the Agreement will be through February 28, 2026.

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

8. **Firm Fixed Price Period.** All Pricing will be firm and fixed through the Initial Term of the Agreement. Following the firm fixed price period the CONTRACTOR may request a price adjustment as provided for in the Cost Adjustments section.

- a. **Cost Adjustments.** Any cost adjustment(s) shall be made by a written amendment to this Agreement. Approval will be made by the Leesburg City Commission as the approving body of this original Agreement.

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

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

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

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

11. **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.

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 subcontractors work.
 - iii. The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater.
 - iv. The required insurance shall not limit the liability of the CONTRACTOR. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the CONTRACTOR's interests or liabilities, but are merely required minimums.
 - 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. Codes, Laws, and Regulations. CONTRACTOR will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.

17. 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.

18. 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.

19. **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.

20. **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.

21. **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.

22. **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.

23. **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.

24. **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.

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

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

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

CONTRACTOR Contact Information

Name/Title: Clay Bell
Address: 300 Water Shore Drive
City, State & Zip: Leesburg, FL 34748
Telephone: 352-504-0433
Email Address: clay@waterfrontcleanup.com

CITY Contact Information

Name/Title: Chad Conklin, Operations Supervisor
Telephone: 352-728-9783, Ext. 2449
Email Address: Chad.Conklin@leesburgflorida.gov

28. **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.

29. **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.

30. **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.

31. **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.

32. **Illegal Alien Labor** - CONTRACTOR shall comply with all provisions of the Federal Immigration and Control Act of 1986 (8 U.S. Code § 1324 a) and any successor federal laws, as well as all provisions of Section 448.09, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. CONTRACTOR shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into an Agreement with a subcontractor that fails to certify to the CONTRACTOR that the subcontractor 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.

33. **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.

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

[Signature page follows.]

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

**PROFESSIONAL WATERFRONT CLEANUP
AND REMOVAL, LLC.**

By: Clay Bell
Clay Bell (Feb 21, 2023 10:14 EST)

Printed: Clay Bell

Its: President
(Title)

CITY OF LEESBURG, FLORIDA

James A. Burry Jr.
James A. Burry Jr., Mayor

ATTEST:

J. Andi Purvis
J. Andi Purvis, City Clerk

Approved as to form:

William Watson
William Watson, City Attorney

Agreement-ProfessionalWaterfrontCleanup-230301

Final Audit Report

2023-02-21

Created:	2023-02-17
By:	aaliyah davis (aaliyah.davis@leesburgflorida.gov)
Status:	Signed
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"Agreement-ProfessionalWaterfrontCleanup-230301" History

-  Document created by aaliyah davis (aaliyah.davis@leesburgflorida.gov)
2023-02-17 - 6:25:11 PM GMT- IP address: 8.26.112.25
-  Document emailed to clay@waterfrontcleanup.com for signature
2023-02-17 - 6:25:40 PM GMT
-  Email viewed by clay@waterfrontcleanup.com
2023-02-18 - 12:14:18 PM GMT- IP address: 174.229.20.243
-  Signer clay@waterfrontcleanup.com entered name at signing as Clay Bell
2023-02-21 - 3:14:40 PM GMT- IP address: 174.211.171.134
-  Document e-signed by Clay Bell (clay@waterfrontcleanup.com)
Signature Date: 2023-02-21 - 3:14:42 PM GMT - Time Source: server- IP address: 174.211.171.134
-  Agreement completed.
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Item Number	Aquatic Vegetation Management Services	Location	Frequency	Months	Unit Cost	Annual Cost
1	Stormwater Park (Berry Park)	2121 John's Avenue	Monthly	12	\$ 120.00	\$ 1,440.00
2	Lake Dixie Park (Lakes William & Mary)	1401 Meadows Ave	Monthly	12	\$ 135.00	\$ 1,620.00
3	Fountain Lake Park	600 W. Meadows Street	Monthly	12	\$ 95.00	\$ 1,140.00
4	Venetian Gardens	201 E. Dixie	Monthly	12	\$ 570.00	\$ 6,840.00
5	Ski Beach	201 E. Lake Harris Drive	Monthly	12	\$ 145.00	\$ 1,740.00
6	Herlong Park	700 E. North Blvd	Monthly	12	\$ 95.00	\$ 1,140.00
7	Singletary Park	1902 S. 14th Street	Monthly	12	\$ 95.00	\$ 1,140.00
8	Marina	250 Ball Park Road	Monthly	12	\$ 110.00	\$ 1,320.00
9	Henderson Park	810/908/910 North Shore Drive	Monthly	12	\$ 190.00	\$ 2,280.00
10	Lake Lucerne	Lucerne Circle	Monthly	12	\$ 135.00	\$ 1,620.00
11	Lake Lorraine	East of Glenridge Dr.	Monthly	12	\$ 155.00	\$ 1,860.00
12	Little Lake Lorraine	West of Glenridge Dr	Monthly	12	\$ 110.00	\$ 1,320.00
13	Lake Maitland	Butler Street	Monthly	12	\$ 85.00	\$ 1,020.00
14	Dyches Lake	Stoer Island Dr.	Monthly	12	\$ 145.00	\$ 1,740.00
15	Scenic Street Pond	North of Scenic Street	Monthly	12	\$ 130.00	\$ 1,560.00
16	Indian Lane Pond	East of Indian Lane	Monthly	12	\$ 95.00	\$ 1,140.00
17	Nursery Road Retention Pond	Nursery Road	Monthly	12	\$ 75.00	\$ 900.00
18	Flamingo Drive Pond	Flamingo Drive	Monthly	12	\$ 110.00	\$ 1,320.00
19	Lake Hollywood	Hollywood Drive and Florida Avenue	Monthly	12	\$ 210.00	\$ 2,520.00
20	Louis Street Pond	Louis Street	Monthly	12	\$ 170.00	\$ 2,040.00
21	Park Lane	14th Street	Monthly	12	\$ 110.00	\$ 1,320.00
22	Balmoral Circle Pond	Balmoral Circle	Monthly	12	\$ 75.00	\$ 900.00
23	Lake Robin Hood	Cambridge Drive	Monthly	12	\$ 225.00	\$ 2,700.00
24	Chester Street Pond	Chester Street	Monthly	12	\$ 135.00	\$ 1,620.00
25	McCormack Pond	McCormack Street	Monthly	12	\$ 110.00	\$ 1,320.00
26	Lake Bonaire	Louis Street	Monthly	12	\$ 95.00	\$ 1,140.00
27	DOT Pond	E. Dixie Avenue	Monthly	12	\$ 110.00	\$ 1,320.00
28	Pepper Tree Pond (Pepper Tree Apartments)	2503 South Street	Monthly	12	\$ 95.00	\$ 1,140.00
29	Airport Blvd	Airport Blvd	Monthly	12	\$ 165.00	\$ 1,980.00
30	Venetian Community Center Pond	1 Dozier Circle	Monthly	12	\$ 100.00	\$ 1,200.00
31	Lake Mary	211 Lee Meadows Ave	Monthly	12	\$ 135.00	\$ 1,620.00
32	Griffin Road Gym Pond 1	1851 Griffin Rd	Monthly	12	\$ 100.00	\$ 1,200.00
33	Griffin Road Gym Pond 2	1851 Griffin Rd	Monthly	12	\$ 80.00	\$ 960.00
34	Perkins Street DOT Pond	714 Perkins St	Monthly	12	\$ 100.00	\$ 1,200.00
35	Centruy Link Pond	500 Webster St	Monthly	12	\$ 100.00	\$ 1,200.00
36	Canal Street Pond	505 Canal Street	Monthly	12	\$ 100.00	\$ 1,200.00
37	Aquatic Center Pond 1	312 Pine St	Monthly	12	\$ 90.00	\$ 1,080.00
38	Aquatic Center Pond 2	312 Pine St	Monthly	12	\$ 90.00	\$ 1,080.00
39	Aquatic Center Pond 3	312 Pine St	Monthly	12	\$ 90.00	\$ 1,080.00
40	Hall Circle	501 North BV	Monthly	12	\$ 95.00	\$ 1,140.00
41	Unnamed - TBD	Alt Key 3818470 Approx. 220' West of 7928 US Hwy 441	Monthly	12	\$ 175.00	\$ 2,100.00
42	Unnamed - TBD	Alt Key 1703719 at the corner of US Hwy 441	Monthly	12	\$ 100.00	\$ 1,200.00
43	Unnamed - TBD	Alt Key 1206481- Next door to 114 Sunnyside Dr.	Monthly	12	\$ 125.00	\$ 1,500.00
						\$ 66,900.00

ADDITIONAL CONTRACT ITEMS

These prices will be used when additional herbicide is required for vegetation control above the normal application rates. Provide unit of measure and unit pricing for the herbicide products listed as well as those not listed that your company could/would use.

Examples provided as reference for informational purposes only.

Herbicide Product	Unit of Measure	Price per Unit
Glyphosate (Example: Rodeo, Aquanet)	Gallon	\$ 60.65
2, 4-D (Example: selective broadleaf herbicide such as Weedar)	Gallon	\$ 31.00
Triclopyr (Example: Garlon No. 3 and 4)	Gallon	\$ 95.50
Diquat (Example: Tribune and Reward)	Gallon	\$ 90.00
Copper Sulfate (Example: Seclear, Argos, and Cutrine)	Pound	\$ 2.50
Endothall (Example: Hydrothol 191, Hydrothol 191 Granular, Aquathol K and Aquathol Super K)	Gallon	\$ 107.50
Herbicides Not Listed		
List any other herbicides your company uses for this service that are not listed above.		
Herbicide Product	Unit of Measure	Price per Unit
Flumioxazin (Clipper)	Pound	\$ 60.00
Imazapyr (Polaris, Habitat)	Gallon	\$ 108.25
Chelated Copper (Captain XTR)	Gallon	\$ 49.00
Fluridone (Sonar AS, Avast)	Ounce	\$ 21.31
		\$
		\$
Hourly Rate to perform Manual/Physical Removal:		\$ <u>250</u> Per Hour



230301 - AQUATIC VEGETATION MANAGEMENT SERVICES

Project Overview

Project Details	
Reference ID	230301
Project Name	AQUATIC VEGETATION MANAGEMENT SERVICES
Project Owner	Aaliyah Davis, MBA,FCCM,CPP
Project Type	IFB
Department	Procurement
Project Description	Project Description The City of Leesburg, Florida invites qualified and experienced Contractors to submit responses for providing all the necessary labor, materials, equipment, and supervision for Aquatic Vegetation Management services on an annual contract basis. Details and specifications are outlined within the Invitation for Bid (IFB) package.
Open Date	Dec 12, 2022 2:30 PM EST
Close Date	Jan 17, 2023 2:00 PM EST

Agreement-SouthernAquatic-230301

Final Audit Report

2023-02-07

Created:	2023-02-06
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Document e-signed by Aaron Church (a.church@southernaquaticmgmt.com)

Signature Date: 2023-02-07 - 12:01:43 PM GMT - Time Source: server- IP address: 107.115.159.29



Agreement completed.

2023-02-07 - 12:01:43 PM GMT



Adobe Acrobat Sign

SPECIAL TERMS & CONDITIONS

ST-1. BACKGROUND

The purpose of this solicitation is to establish a "Fixed Unit Price - Requirements Type Agreement" for providing Aquatic Vegetation Management Services on a monthly basis in conjunction with the City's needs. The contractor shall furnish/supply all labor, equipment, fuel, materials and any other items needed to perform all operations necessary in accordance with the specifications as described in Solicitation Package, and subject to the terms and conditions of the contract.

ST-2. SITE INSPECTION

Suppliers are responsible for inspecting the site and familiarizing themselves with the location and conditions. Suppliers must make all necessary measurements to determine quantities of materials required.

ST-4. DISCREPANCIES AND OMISSIONS.

A Supplier who discovers discrepancies or omissions with the project bid documents shall immediately notify the City's Procurement Representative. A Supplier that has doubt as to the true meaning of a project requirement may submit to the City's Procurement Representative a written request/question for interpretation no later than seven (7) days prior to bid opening. Any interpretation of the project bid documents by the City will be done in writing within the Solicitation Platform by the City. The City will not consider any instructions, clarifications or interpretations of the bidding documents in any manner other than in writing through the Solicitation Platform.

ST-5. ELIGIBILITY

- a. Responses will only be considered from firms which are regularly engaged in business of performing the services requested in this solicitation and who have verifiable evidence of a consistent satisfactory record of performance.
- b. Responses from firms which are not regularly engaged in business of performing the services requested shall be deemed not responsible and eliminated from consideration.
- c. Suppliers must have a minimum of five (5) years' experience in performing the same or similar work required on this project.
- d. Suppliers shall provide a minimum of three (3) reference projects completed within the last five (5) years related to similar contracts of similar scope and size. References shall be given on the forms provided.

ST-6. LICENSES

The Supplier submitting a bid must hold the appropriate license for the work being performed.

The Supplier shall obtain and pay for all licenses required for this project and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein. Damages, penalties and/or fines imposed on the City or the vendor for failure to obtain required licenses shall be borne by the vendor.

The Suppliers must hold the necessary valid license for the type of work to be performed for the full duration of the project. Allowing the license to lapse at any time during the project will be cause for the contract to be terminated for cause. The license must be effective at the time the bid is submitted.

ST-7. RESTRICTED DISCUSSIONS

From the date of issuance of this solicitation until final City action, vendors should NOT discuss the solicitation or any part thereof with any employee, agent, or any other representative of the City except as expressly authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are appropriately signed written documents from the vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

ST-8. BID OPENING

A public bid opening will not be held.

ST-9. METHOD OF AWARD

To a single Supplier in the aggregate. Recommendation of Award will be to the responsible Supplier submitting the lowest responsive bid and holding the necessary licenses, certifications and experience. Determination of low bid amount will be made using the total bid for the Base Bid Items only and will not consider additional contract items.

ST-10. QUANTITIES

Measurements and quantities which may be given are estimates only, given for informational purposes. Bidders are encouraged to visit the sites to verify measurements and quantities.

The City reserves the right to alter the quantities of work to be performed at any time when necessary and the Contractor shall perform the work as altered, increased or decreased. Payment for such altered increased or decreased quantity will result in an Equitable Adjustment for changed work. Equitable Adjustments can result in price increases for the Contractor for increased work, or price reductions for the City for reduced work. No allowance will be made for any change in anticipated profits nor shall such changes be considered as waiving or invalidating any conditions or provisions of the Contract and Bond.

ST-11. CONTRACT

The City intends to execute a Fixed Unit Services Agreement with an initial term of three (3) years prepared by the City with the awarded Supplier.

ST-12. METHOD OF PAYMENT

- a. All invoices shall contain the purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate City representative.
- b. Failure to submit invoices in the prescribed manner will delay payment.
- c. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

ST-13. COMPLIANCE

The Contractor will comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein. Damages, penalties and/or fines imposed on the City or the Contractor for failure to obtain required permits, inspection fees, or inspections shall be borne by the Contractor.

ST-14. RISK OF LOSS

- a. 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 vendor or a third party.
- b. The Contractor will 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 any subsequent contract. 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.

ST-15. CONTRACTOR FURNISHED LABOR, MATERIALS, & EQUIPMENT

Unless otherwise stated in this solicitation 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 Project Manager and all applicable regulatory agencies.

ST-16. 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 contract or enter into a contract with a subcontractor that fails to certify to the contractor that the subcontractor is in compliance with the terms stated within. The General Contractor nor any subcontractor employed by him shall

not knowingly employ or contract with an illegal alien to perform work under this contract. 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 programs shall be included in contract price. Failure to meet this requirement may result in contract termination by the City.

ST-17. FAIR LABOR STANDARDS ACT

No contractor or subcontractor holding a service contract with the City for any dollar amount shall pay any of its employees working on the contract less than the minimum wage specified in section 6(a)(1) of the Fair Labor Standards Act 29 U.S.C. 206. Failure to meet this requirement may result in contract termination by the City.

[END OF SPECIAL TERMS & CONDITIONS]

SCOPE OF WORK

SW-1. SCOPE

The Contractor will provide Aquatic Vegetation Control at the locations described in this Solicitation Package. The Contractor will use industry acceptable methods to maintain vegetation control. Any Contract awarded pursuant to this Solicitation Package will require the Contractor to perform all services necessary to accomplish the tasks in regard to Aquatic Vegetation Control.

SW-2. SPECIFICATIONS

The provision of all labor, equipment, materials, chemicals and supervision required to provide Aquatic Vegetation Control Services in Lakes and Ponds throughout the City of Leesburg as identified in this section.

a. Treatments – General

- i. Treatment of designated areas will be in conjunction with both federally and State approved recommended herbicides for control/prevention/eradication of unwanted/invasive aquatic vegetation.
- ii. On a monthly basis, the Contractor will prepare and forward to the Public Works Director a detailed service report containing:
 - Control methods that were used during the treatment
 - Include sample product labels
 - MSDS sheets for all products used
 - List of targeted pests
 - An approximate timeframe in which the City can expect to see results.
- ii. Guarantee of performance of work must be to the satisfaction of the City of Leesburg as defined under Treatment Goals.

b. Monthly Treatments

- i. Monthly treatments for the control and prevention of noxious aquatic weeds and algae will be required for all sites designated herein
- ii. Monthly treatments include, but are not limited to, the following:
 - Underwater and floating vegetation control program
 - Shoreline grass and brush control program
 - Measurements of Dissolved Oxygen levels prior to treatment to ensure that treatment will not adversely affect Dissolved Oxygen levels and thereby adversely affect aquatic organisms.
- ii. Contractor will prepare and submit written monthly service reports containing:
 - Identification of any aquatic vegetation present and corrective action taken, including name(s) of chemicals used.
 - Include sample product labels (if new products are used).
 - MSDS sheets for all products used (if new products are used).
 - Record of location and value of pretreatment Dissolved Oxygen
- iii. Emergency callback and/or additional treatment during any given month will be performed at no additional cost to the City.

c. **Shoreline Treatment**

Shoreline treatment shall consist of control of unwanted plant growth along the edge of the shoreline as far out into the water as plant growth is present. Treatment must also comply with the City's Department of Environmental Protection (DEP) permit.

d. **Treatment Goals (Service Levels)**

Goals for the treatment of aquatic vegetation include:

iv. In natural bodies of water:

- Keep invasive and exotic vegetation to less than 10% coverage
- Make water body aesthetically pleasing
- Retain beneficial plants
- Abide by terms of the City's DEP permit and to communicate with local DEP biologist anytime that there is a change in natural conditions

v. In retention areas:

- Allow system to function as it was designed.
- Keep aquatic weeds under control to less than 10% coverage (including filamentous algae).
- Allow for maximum water holding capacity.
- Allow water to freely enter and leave the system as designed
- Prevent invasive weeds from covering the bottom of retention area (in order to avoid reducing percolation rate).
- Retain beneficial plants.

e. **Re-treatment**

The City will require the Contractor to make additional treatments or re-treatments if the Treatment Goals are not being met. Re-treatment will be performed at no additional cost to the City. Suppliers must include in their bid price sufficient resources to meet the above described Treatment Goals.

f. **Abnormal Environmental Conditions**

Should the Treatment Goals not be met as a result of unusual environmental conditions (i.e., excessive rain, higher than normal heat); the City and Contractor will mutually agree upon a cost to add additional treatments in order to meet the Treatment Goals.

g. **Mechanical / Physical Removal**

The City may request the contractor to perform mechanical or physical removal of aquatic vegetation. Please provide an hourly rate for these services where indicated on the pricing sheet.

h. **Chemicals**

The Contractor shall use only Federal and State approved chemicals for the control of aquatic weeds and algae.

i. **Coordination**

The Contractor must coordinate all monthly treatment with the designated Public Works Representatives for their respective groups of maintenance locations. The department representatives will be designated in the resulting services contract.

j. **Miscellaneous**

- i. Please note that not all locations will have boat access.
- ii. Most locations are less than one (1) acre in size.

SW-3. PERSONNEL REQUIREMENTS

All work shall be performed by a technician with a State of Florida commercial herbicide applicators license.

SW-4. PERMITTING

The City of Leesburg will be responsible for obtaining all permits required by regulatory agencies to perform these services. All permits are currently active under the City's name.

SW-5. PRICING

- a. Supplier must supply single monthly cost to maintain all locations.
- b. Supplier shall provide cost per unit volume for the aquatic herbicides as described in the Price Sheets within the Solicitation package.
- c. Additional chemicals can be used with written permission from the City. Pricing for additional chemicals will be agreed upon PRIOR to use.

SW-6. LOCATIONS

1. **Stormwater Park (Berry Park)**

Location: 2121 John's Avenue
Department: Recreation and Parks
Permit: Not required
Treatment: Monthly inspection needed

2. **Lake Dixie Park (Lakes William & Mary)**

Location: 1401 Meadows Ave
Department: Recreation and Parks
Permit: Required
Treatment: Monthly treatment needed

3. **Fountain Lake Park**

Location: 600 W. Meadow Street
Department: Recreation and Parks
Permit: Not required
Treatment: Monthly inspection needed

4. **Venetian Gardens**

Location: 201 E. Dixie
Department: Recreation and Parks
Permit: Required
Treatment: Monthly inspection needed

5. **Ski Beach**
Location: 201 E. Lake Harris Drive
Department: Recreation and Parks
Permit: Required
Treatment: Monthly inspection needed
6. **Herlong Park**
Location: 700 E. North Blvd
Department: Recreation and Parks
Permit: Required
Treatment: Monthly inspection needed
7. **Singletery Park**
Location: 1902 S. 14th Street
Department: Recreation and Parks
Permit: Required
Treatment: Monthly inspection needed
8. **Marina**
Location: 250 Ball Park Road
Department: Recreation and Parks
Permit: Required
Treatment: Monthly inspection needed
9. **Henderson Park**
Location: 810/908/910 North Shore Drive
Department: Recreation and Parks
Permit: Required
Treatment: Monthly inspection needed
10. **Lake Lucerne**
Location: Lucerne Circle
Department: Public Works
Permit: Not required
Treatment: Monthly inspection needed
11. **Lake Lorraine**
Location: East of Glenridge Dr.
Department: Public Works
Permit: Not required
Treatment: Monthly inspection needed
12. **Little Lake Lorraine**
Location: West of Glenridge Dr.
Department: Public Works
Permit: Not required
Treatment: Monthly inspection needed

13. Lake Maitland

Location: Butler Street
Department: Public Works
Permit: Not required
Treatment: Monthly inspection needed

14. Dyches Lake

Location: Stoer Island Dr.
Department: Public Works
Permit: Permit required - held by Environmental Services expires 2/10/14
Treatment: Monthly inspection needed

Dyches Lake is split into three (3) separate lakes by a manmade "causeway." Two of these lakes are deeper and more responsive to treatment than the third lake or main body. For the purpose of identifying these separately additional names for the other water bodies although they are covered by the Dyches Lake permit (Item 13 and 14).

15. Scenic Street Pond

Location: North of Scenic Street
Department: Public Works
Permit: Covered by Dyches Lake permit
Treatment: Monthly inspection needed

16. Indian Lane Pond

Location: East of Indian Lane
Department: Public Works
Permit: Covered by Dyches Lake permit
Treatment: Monthly inspection needed

17. Nursery Road Retention Pond

Location: Nursery Road
Department: Public Works
Permit: Not required
Treatment: monthly inspection needed

18. Flamingo Drive Pond

Location: Flamingo Drive
Department: Public Works
Permit: Not required
Treatment: Monthly inspection needed shoreline areas

19. Lake Hollywood

Location: Hollywood Drive and Florida Avenue
Department: Public Works
Permit: Not required
Treatment: Monthly inspection needed

20. Louis Street Pond

Location: Louis Street

Department: Public Works
Permit: Not required
Treatment: Monthly inspection needed areas

21. Park Lake

Location: 14th Street
Department: Public Works
Permit: Not required
Treatment: Monthly inspection needed

22. Balmoral Circle Pond

Location: Balmoral Circle
Department: Public Works
Permit: Not required
Treatment: Monthly inspection needed

23. Lake Robin Hood

Location: Cambridge Drive
Department: Public Works
Permit: Not required
Treatment: Monthly inspection needed

24. Chester Street Pond

Location: Chester Street
Department: Public Works
Permit: Not required
Treatment: Monthly inspection needed

25. McCormack Pond

Location: McCormack Street
Department: Public Works
Treatment: Monthly inspection needed

26. Lake Bonaire

Location: Louis Street
Department: Public Works
Permit: Not required
Treatment: Monthly inspection needed

27. DOT Pond

Location: E. Dixie Avenue
Department: Public Works
Permit: Not required
Treatment: Monthly inspection needed

28. Pepper Tree Pond (Pepper Tree Apartments)

Location: 2503 South Street
Department: Public Works

Permit: Not required
Treatment: Monthly inspection needed

29. Airport Blvd

Location: 8807 Airport Blvd.
Department: Public Works
Permit: Not required
Treatment: Monthly inspection needed

30. Venetian Community Center Pond

Location: 1 Dozier Circle
Department: Public Works
Permit: Not required
Treatment: Monthly inspection needed

31. Lake Mary

Location: 211 Lee Meadows Ave
Department: Public Works
Permit: Not required
Treatment: Monthly inspection needed

32. Griffin Road Gym Pond 1

Location: 1851 Griffin Rd
Department: Public Works
Permit: Not required
Treatment: Monthly inspection needed

33. Griffin Road Gym Pond 2

Location: 1851 Griffin Rd
Department: Public Works
Permit: Not required
Treatment: Monthly inspection needed

34. Perkins Street DOT Pond

Location: 714 Perkins St
Department: Public Works
Permit: Not required
Treatment: Monthly inspection needed

35. Century Link Pond

Location: 500 Webster St
Department: Public Works
Permit: Not required
Treatment: Monthly inspection needed

36. Canal Street Pond

Location: 505 Canal St
Department: Public Works

Permit: Not required
Treatment: Monthly inspection needed

37. Aquatic Center Pond 1

Location: 312 Pine St
Department: Public Works
Permit: Not required
Treatment: Monthly inspection needed

38. Aquatic Center Pond 2

Location: 312 Pine St
Department: Public Works
Permit: Not required
Treatment: Monthly inspection needed

39. Aquatic Center Pond 3

Location: 312 Pine St
Department: Public Works
Permit: Not required
Treatment: Monthly inspection needed

40. Hall Circle

Location: 501 North Bv
Department: Public Works
Permit: Not required
Treatment: Monthly inspection needed

41. Unnamed – TBD

Location: Alt Key 3818470 Approx. 220' West of 7928 US Hwy 441
Department: Public Works
Permit: Not required
Treatment: Monthly inspection needed

42. Unnamed – TBD

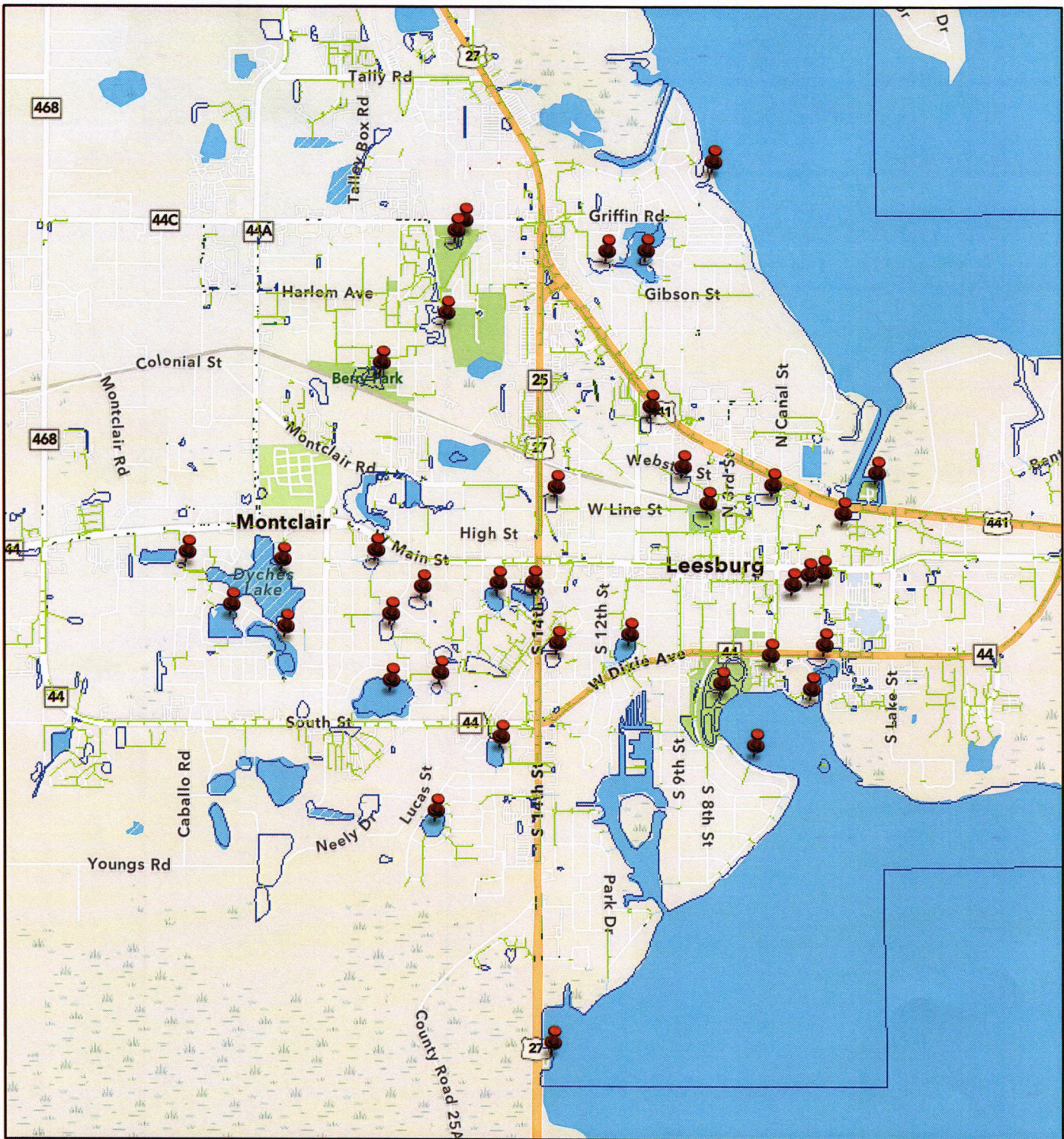
Location: Alt Key 1703719 at the corner of US Hwy 441, Tomato Hill Road,
and Old Tavares Rd. Next to Racetrac (2115 US Hwy 441)
Department: Public Works
Permit: Not required
Treatment: Monthly inspection needed

43. Unnamed – TBD

Location: Alt Key 1206481- Next door to 114 Sunnyside Dr.
Department: Public Works
Permit: Not required
Treatment: Monthly inspection needed

[END OF SCOPE OF WORK]

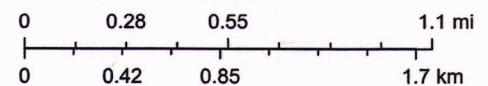
Utility Locator Map



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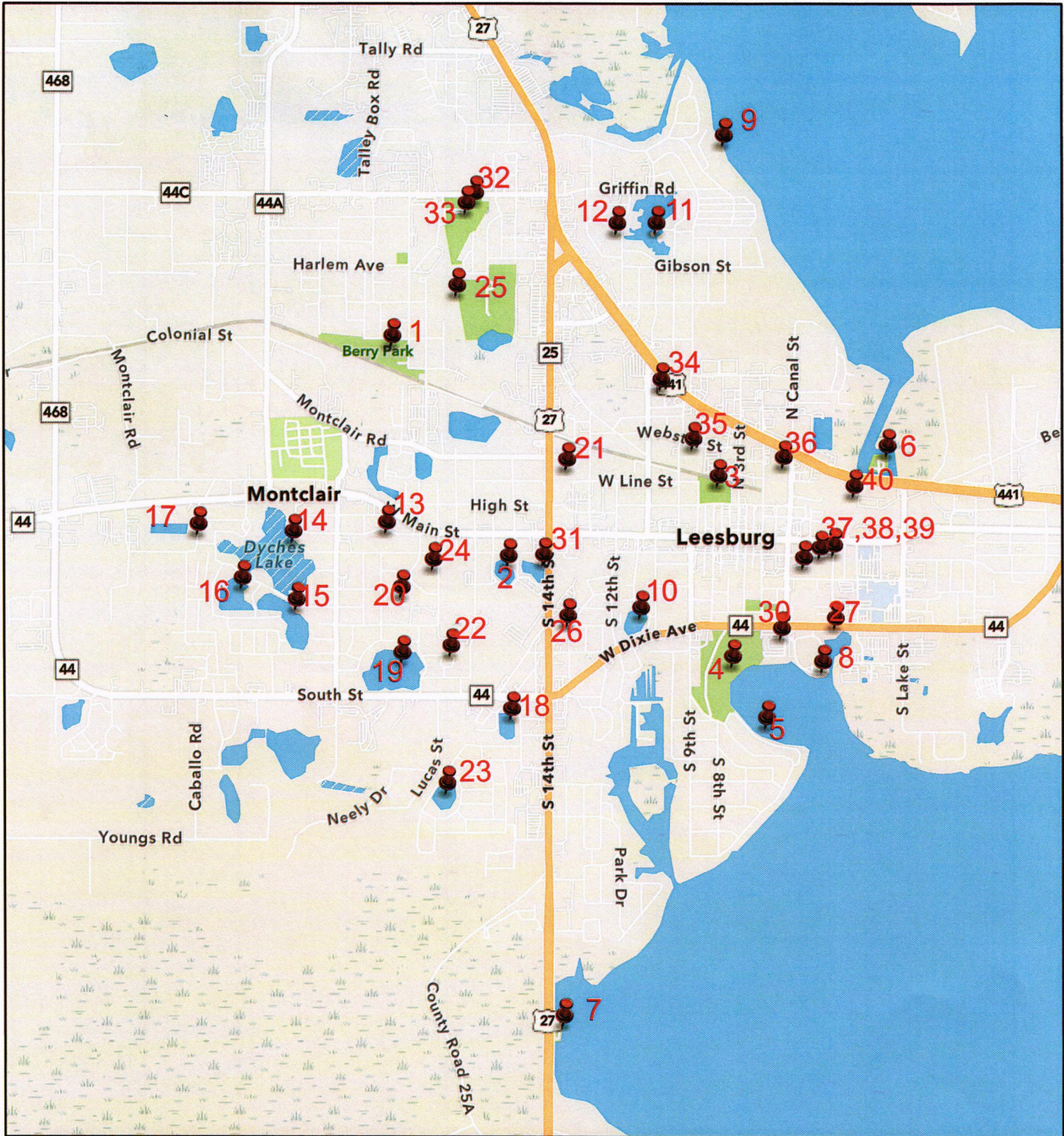
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Containments	Pond	Culvert
Conveyance	Undefined	Outfall
Easement	Pipes	Overflow
FacilityPremise	Collector	SideDrain
Hydrology	CrossDrain	



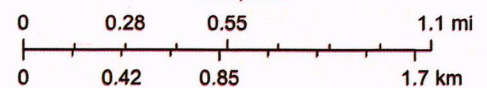
City of Leesburg, Building Department, GIS Division, Lake County GIS, FDEP, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

Utility Locator Map



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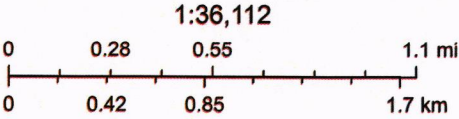


City of Leesburg, Building Department, GIS Division, Lake County GIS, FDEP, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

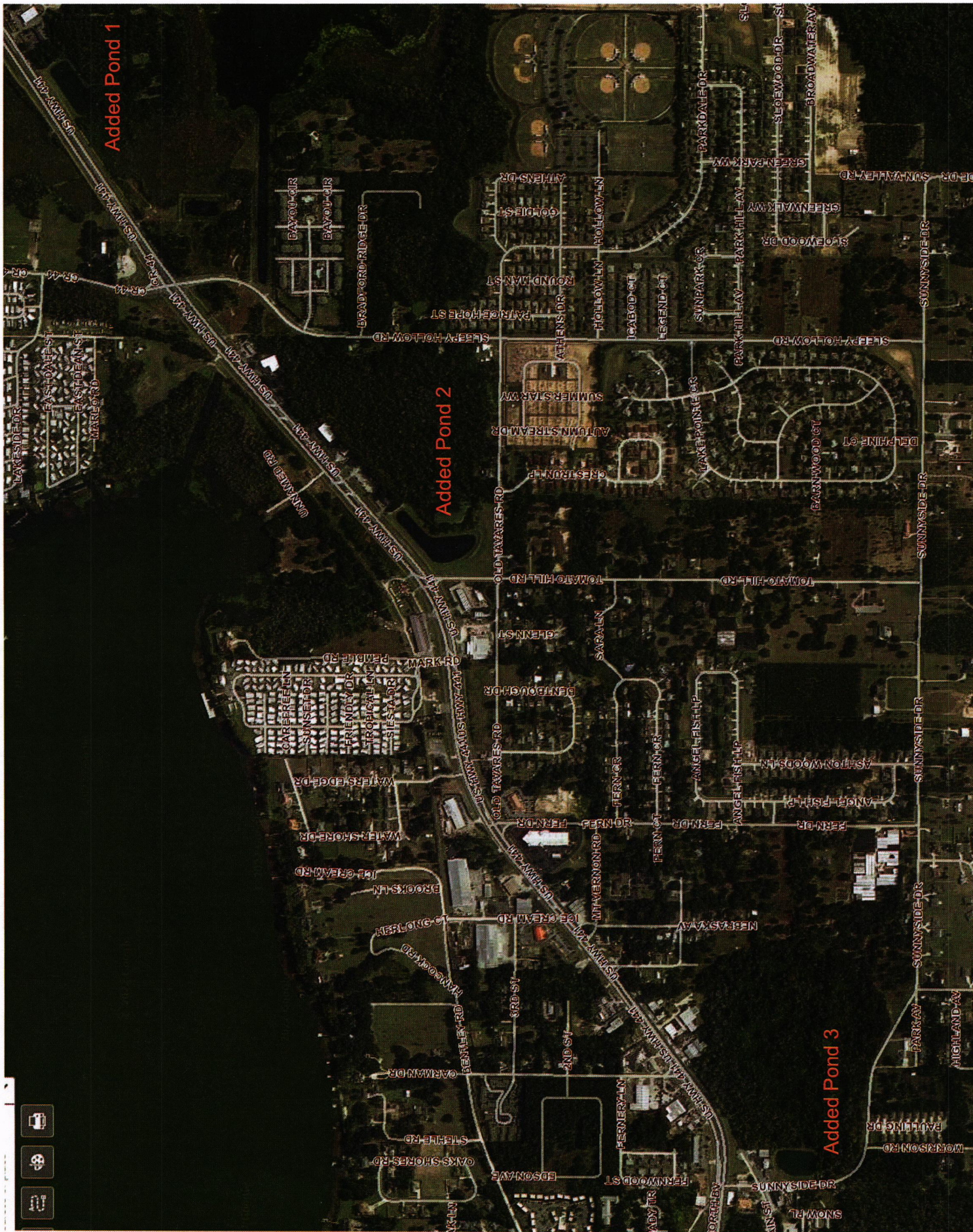
Utility Locator Map



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City of Leesburg, Building Department, GIS Division, Lake County GIS, FDEP, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA



Added Pond 1

Added Pond 2

Added Pond 3

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.2.

Meeting Date: October 27, 2025

From: Cliff Kelsey, (Public Works Director)

Subject: Requesting approval to purchase two (2) 2025 Ford F-150 XL Super Crew Cab 2WD vehicles in the total amount of \$87,848.00 from Duval Ford, contract holder under the Florida Sheriffs Association Light Vehicle Contract FSA 24-VEL-32.

Staff Recommendation:

Staff recommends the approval of this purchase for the Public Works Department to replace two aging vehicles. One unit will replace Unit 14 (2006) in the Water Treatment Division, and the other will replace Unit 2029 (2005) in the Grounds Division.

Analysis:

This purchase is necessary to support ongoing operations and ensure reliable transportation for the Public Works Department. The new vehicles will enhance operational efficiency and reduce maintenance costs associated with the aging units being replaced.

Procurement Analysis:

The City is utilizing a piggyback procurement method through an existing competitively awarded contract with the Florida Sheriffs Association (Contract FSA 24-VEL-32). A formal quote was obtained from Duval Ford in accordance with this agreement. This approach complies with procurement guidelines and ensures competitive pricing.

Options:

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

Fiscal Impact:

Funds are specifically budgeted in the current Fleet vehicle replacement capital budget.

Account No.	510-5199-519-6413
Project No.	FLEET
WF No.	WF1677131 & 1677152
Requisition	57994
Budget	\$99,000.00

Available	\$99,000.00
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City of Leesburg

Prepared for:

City of Leesburg
Jacob Kent
jacob.kent@leesburgflorida.gov
850-591-4007

Contract Holder

10/9/2025

Duval Ford
Jared Davis
(Work) 904-388-2144
(Fax) 904-387-6816
jared.davis@duvalmotor.com
405 Lane Avenue North
Jacksonville, FL 32258

PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL



We appreciate your interest and the opportunity to quote. Pricing references the **FLORIDA SHERIFFS ASSOCIATION LIGHT VEHICLE CONTRACT FSA 25VEL-33**. If you have any questions regarding this quote please call! Note, Vehicle will be ordered **white exterior** unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.

Labor: \$90/Hr	Parts QTY	Code	Equipment	UNIT PRICE	EXTENDED
	1	W1K CENTRAL	Item 167 F-150 XL Super Crew Cab W1K (includes: Power windows / Locks, Remote Entry, speed control)	\$ 38,056.00	\$ 38,056.00
	1	YZ	Oxford White exterior	\$ -	\$ -
	1	AS	Vinyl 40/20/40 Front-Seat, Medium Dark Slate	\$ -	\$ -
	1	995	5.0L V8 with Auto Start-Stop Technology- Standard on 122"	\$ 2,328.00	\$ 2,328.00
	1	XL6	E locking 3.73 Axle, reference chart for availability (Incl w/ 534 and 995)	\$ -	\$ -
	1	18B	Platform type Black Running Boards	\$ 249.00	\$ 249.00
	1	534	Complete Trailer Tow Package - Includes [53t Tow Haul] where applicable, Dealer installed hardware package with 2" ball, ball mount, pin and clip. Optional six way trailer plug included when specified.	\$ 1,338.00	\$ 1,338.00
	1	96W	Bedliner - Tough Bed® spray-in	\$ 622.00	\$ 622.00
0	1	LED PKG 1	F150 PERIMETER LIGHTING PACKAGE: AMBER/WHITE ALTERNATING A: (2) SOUNDOFF: 3" mpower stud mount EMPS1SLS3(y) (DUAL COLOR) Location: Below Headlights B: (2) SOUNDOFF: XF flush mount EXFS10002-(Y) (DUAL COLOR) Location: On rear bumper	\$ 697.00	\$ 697.00
0	1	TINTA	Tint All Windows 4 Door Including Windshield Strip	\$ 385.00	\$ 385.00
0	1	WT 150 CC4	Weather Tech Laser cut floor mats FRONT AND REAR(446971V, 446974)	\$ 249.00	\$ 249.00
0		TOTAL LABOR HOURS			
		Additional Notes			
UNIT COST					\$ 43,924.00
TOTAL QUANTITY		3	TOTAL PURCHASE	\$ 131,772.00	

Additional Options for Consideration

QTY	CODE	Description	PRICE	SELECT
0	RTX F150 A	Retrax OneMX retractable bed cover for 5.5 bed (60378)	\$ 1,926.00	Y/N
0	TBX 1	CamLocker 71in Low Profile Deep Cross Body Tool Box (CAMKS71LP)	\$ 972.00	Y/N
0	NFGP575	Premium Care National Fleet Plan [Gas Engine], five Year Term at 75000 total expiration mileage at \$0 deductible. Plan pricing April 2025.. Pricing governed at Msrp Rates in Florida, discounts not permitted.	\$ 1,560.00	Y/N

STANDARD EQUIPMENT PER FORD MOTOR COMPANY ORDER GUIDE 10/1/2025

SE F150 A	MECHANICAL • 2.7L V6 EcoBoost® with AutoStart-Stop Technology (standard on 141" and 145") • 5.0L V8 with AutoStart-Stop Technology (standard on 122" and 157") • 4x4 Electronic-Shift-On-the-Fly (ESOF) with Neutral Towing Capability • AutoHold • Axle, Front-Independent Front Suspension (IFS) • Brakes-4-Wheel Disc with ABS • Selectable Drive Modes: • Electronic Ten-Speed Automatic Transmission • Fail-Safe Cooling • Jack • Electric Parking Brake • SelectShift Automatic Transmission with Progressive Range Select • Shock Absorbers, Gas-Heavy-Duty, Front • Shock Absorbers, Gas-Heavy-Duty, Outboard Mounted, Rear • Springs, Front-Coil • Springs, Rear-Leaf, Two-Stage Variable Rate • Stabilizer Bar Front • Steering-Power, Rack-and-Pinion
SE F150 B	• Bed Storage Boxes (NAW/8'Box) • Bumper and Fascia, Front-Black • Bumper, Rear-Black • Cargo Lamp-Integrated with Center High-mounted Stop Lamp (CHMSL) • Daytime Running Lamps (DRL) (On/Off Cluster controllable) • EasyFuel Capless Fuel-Filler • Exhaust-Single Rear • Fuel Tank: 23 Gallon (Regular Cab 6.5'Box) — 36 Gallon (Regular Cab Lwb, SuperCab and SuperCrew®) • Fully Boxed Steel Frame • Grille-Black • Handles, Black-Door and Tailgate with Black Bezel • Hooks-Pickup Box Tie-Down, four(4) • Hooks-Front Tow 4x4, two(2) • Mirrors, Sideview-Manual-folding, Power Glass with Heat • Power Tailgate Lock • Spare Tire/ -Rear Under Frame • Stone Cuffs, Front & Rear • Tailgate Lift Assist • Tailgate-removable with key lock • Tires — 245/70R17BSW all-season tires (A/S) 4x2 — 265/70R17BSW all-terrain tires (A/T) 4x4 • Trailer Sway Control • Trailer Towing-4-pin wiring, ball mounting provisions in rear bumper • Wheels-17" silver steel • Wipers-Intermittent speed
SE F150 C	• 12" Productivity Screen in Instrument Cluster • Black Vinyl Floor Covering • Compass Display in Instrument Cluster • Cruise Control • Dome Light • Door Trim-Soft armrest • Fade-to-Off Interior Lighting • Gauges and Meters-Fuel, Oil Pressure, Transmission Temperature and Engine Coolant Temperature Gauges; Speedometer, Odometer and Tachometer • Grab Handles • Horn-Dual-Note • Illuminated Entry • Air Conditioning, Single Zone • Outside Temperature Display • Powerpoint 12V • Power Door-Locks with Flip Key and Integrated Key Transmitter Keyless-Entry (incl. Autolock) • Power Windows • Rear window with Fixed Glass and Solar Tint • Rearview Mirror, Day/Night • Scuff Plates-MIC, Front • Seat, Front— Cloth 40/20/40 — 2-Way manual driver/passenger — Armrest • Seat, Rear — Cloth (SuperCrew®) • Steering Wheel, Black Urethane-Manual Tilt/Telescoping • Visor, Driver Side; Visor with Mirror, Passenger-Side
SE F150 D	• AdvanceTrac® w/RSC® (Roll Stability Control) • Airbags — Driver and Passenger Front Airbags — Driver and Passenger Seat-Mounted Side Airbags — Safety Canopy® Side-Curtain Airbags (1st and 2nd row coverage) • Curve Control • LED Reflector Headlamps-Black Bezels • Perimeter Alarm • Rain Lamp Wiper Activated Headlamps • Seat Belts, Active Restraint System (ARS). Three-point • SecuriLock® Passive Anti-Theft System (PATS) • SOS Post-Crash Alert System • Tire Pressure Monitoring System (TPMS) • Ford Security Package (1-year Plan Included)

SE F150 E	FORD CO-PILOT360™ TECHNOLOGY • FordCo-Pilot360™2.0 — Auto High Beams — Blind Spot Assist — BLIS® with Cross-Traffic Alert — Camera Only AEB Oncoming — Camera Only Evasive Steering Assist — Lane-Keeping System ○ Lane-Keeping Alert ○ Lane-Keeping Aid ○ Driver Alert ○ Road Edge Detection — Intersection Assist — Pre-Collision Assist® with Automatic Emergency Braking (AEB) ○ PedestrianDetection ○ ForwardCollisionWarning ○ DynamicBrakeSupport — Post-Collision Braking — Rear View Camera — Rear Parking Sensors — Reverse Brake Assist
SE F150 F	FUNCTIONAL •Autolamp – Auto On/Off Headlamps •AM/FM Stereo (speakers; four (4) with Regular Cab, six (6) with SuperCab and SuperCrew®) •Class IV Trailer Hitch (incl. Smart Trailer Tow Connector, 7/4 pin-connector; Class IV trailer hitch receiver)•FordPass™ Connect (5G) —5G LTE Wi-Fi hotspot connects up to 10 devices •Hill Start Assist •SYNC® 4 with Enhanced Voice Recognition —12" LCD Capacitive Touchscreen with Swipe Capability —Wireless Phone Connection —Cloud Connected —AppLink® w/App Catalog —911 Assist® —Apple CarPlay® and Android Auto™ Compatibility —Digital Owner's Manual —Conversational Voice Command Recognition

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.3.

Meeting Date: October 27, 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 Amendment One to an existing contract with Bulldog Sitework; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the amendment authorizing Bulldog Sitework to enter an agreement extending the terms of the original agreement for an additional three (3) years.

Analysis:

The purpose of this amendment is to extend the contract from September 30, 2025 through September 30, 2028.

Procurement Analysis:

On January 9, 2023, the City of Leesburg entered into an agreement with Bulldog Sitework to provide services related to Concrete Sidewalk, Curb & Gutter Flatwork Services. This renewal continues the existing agreement under the same terms and conditions for an additional term, ensuring uninterrupted service and cost stability.

Options:

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

Fiscal Impact:

Any expenses that are incurred will come out of the various Public Works operating budgets.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
AMENDMENT ONE TO AN EXISTING CONTRACT WITH BULLDOG
SITEWORK; 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 Amendment One agreement with Bulldog Sitework, LLC, whose address is 609 Highway 466, Lady Lake, Florida 32159, for Concrete Sidewalk, Curb & Gutter Flatwork 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 27th of October 2025.

Mayor

ATTEST:

City Clerk

**AMENDMENT ONE
FOR SITEWORK SERVICES AGREEMENT**

THIS AGREEMENT is made as of the 27th day of October 2025, between **THE CITY OF LEESBURG, FLORIDA** a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **BULLDOG SITEWORK, LLC** whose address is 609 Highway 466 Lady Lake, Florida 32159 (hereinafter referred to as the "CONTRACTOR").

WITNESSETH:

THAT, on January 9th, 2023, the CITY and CONTRACTOR entered into a Time & Materials Agreement whereby the CONTRACTOR agreed to provide Concrete Sidewalk, Curb & Gutter Flatwork Services to the CITY (hereinafter referred to as the "Agreement").

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

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

1. RECITALS

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

2. AMENDMENT

- a. **Renewal Term.** The parties agree to extend the term of the agreement an additional three (3) years through September 30th, 2028.
3. **Modification.** Except as specifically modified by this Amendment, all terms and conditions of the prior agreement shall continue in full force and effect as originally executed. Nothing herein shall be deemed or construed to amend or modify any other contract or undertaking between the CITY and CONTRACTOR other than as defined above.
4. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which may be considered an original, but all of which together shall constitute but one and the same instrument. This Agreement when signed by a party may be delivered by electronic mail or facsimile transmission with the same force and effect as if the same were an executed and delivered original, manually-signed counterpart.

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

"BULLDOG SITEWORK, LLC"

By: NAIARA PETRALANDA

Its: PRESIDENT
(Title) 

CITY OF LEESBURG, FLORIDA

Alan Reisman, Mayor

ATTEST:

J. Andi Purvis, City Clerk

Approved as to form:

William Watson, City Attorney

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.4.

Meeting Date: October 27, 2025

From: Cliff Kelsey, (Public Works Director)

Subject: Requesting approval to purchase two (2) Ford F-150 XL Super Cab vehicles from Duval Ford in the total amount of \$84,816.00, utilizing the Florida Sheriffs Association Light Vehicle Contract FSA 24-VEL-32.

Staff Recommendation:

Staff recommends approval of the purchase of two (2) vehicles. One vehicle will replace Unit 971 (2005) from the Public Works – Facilities Division, and the other will replace Unit 277 (2004) used by the Recreation Department – Gym.

Analysis:

This purchase is necessary to support the ongoing operations of the Recreation and Public Works Departments. The current units are aging and have become increasingly costly to maintain. The new vehicles will provide more reliable transportation, enhance departmental efficiency, and reduce maintenance costs. The total amount of this purchase is \$84,816.00.

Procurement Analysis:

The City used the Florida Sheriffs Association Light Vehicle Contract FSA 24-VEL-32 through a piggyback procurement method. A formal quote was obtained from Duval Ford, a contract holder under the agreement. This procurement method complies with City purchasing policies and ensures competitively negotiated pricing.

Options:

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

Fiscal Impact:

Funds are included in the current Fleet capital budget for these replacement vehicles.

Account No.	510-5199-519-6413
Project No.	FLEET
WF No.	WF 1677149 & WF 1677156
Requisition	58013
Budget	\$96,000.00

Available	\$96,000.00
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LEESBURG JD.xlsx

Additional Options for Consideration

QTY	CODE	Description	PRICE	SELECT
0	RTX F150 B	Retrax OneMX retractable bed cover for 6.75' bed (60379)	\$ 1,596.00	Y/N
0	TBX 1	CamLocker 71in Low Profile Deep Cross Body Tool Box (CAMKS71LP)	\$ 972.00	Y/N
0	NFGP575	Premium Care National Fleet Plan [Gas Engine], five Year Term at 75000 total expiration mileage at \$0 deductible. Plan pricing April 2025.. Pricing governed at Msrp Rates in Florida, discounts not permitted.	\$ 1,560.00	Y/N

STANDARD EQUIPMENT PER FORD MOTOR COMPANY ORDER GUIDE 10/1/2025

SE F150 A	MECHANICAL • 2.7L V6 EcoBoost® with AutoStart-Stop Technology (standard on 141" and 145") • 5.0L V8 with AutoStart-Stop Technology (standard on 122" and 157") • 4x4 Electronic-Shift-On-the-Fly (ESOF) with Neutral Towing Capability • AutoHold • Axle, Front-Independent Front Suspension (IFS) • Brakes-4-Wheel Disc with ABS • Selectable Drive Modes: • Electronic Ten-Speed Automatic Transmission • Fail-Safe Cooling • Jack • Electric Parking Brake • SelectShift Automatic Transmission with Progressive Range Select • Shock Absorbers, Gas-Heavy-Duty, Front • Shock Absorbers, Gas-Heavy-Duty, Outboard Mounted, Rear • Springs, Front-Coil • Springs, Rear-Leaf, Two-Stage Variable Rate • Stabilizer Bar Front • Steering-Power, Rack-and-Pinion
SE F150 B	• Bed Storage Boxes (NAW/8'Box) • Bumper and Fascia, Front-Black • Bumper, Rear-Black • Cargo Lamp-Integrated with Center High-mounted Stop Lamp (CHMSL) • Daytime Running Lamps (DRL) (On/Off Cluster controllable) • EasyFuel Capless Fuel-Filler • Exhaust-Single Rear • Fuel Tank: 23 Gallon (Regular Cab 6.5'Box) — 36 Gallon (Regular Cab Lwb, SuperCab and SuperCrew®) • Fully Boxed Steel Frame • Grille-Black • Handles, Black-Door and Tailgate with Black Bezel • Hooks-Pickup Box Tie-Down, four(4) • Hooks-Front Tow 4x4, two(2) • Mirrors, Sideview-Manual-folding, Power Glass with Heat • Power Tailgate Lock • Spare Tire/ -Rear Under Frame • Stone Cuffs, Front & Rear • Tailgate Lift Assist • Tailgate-removable with key lock • Tires — 245/70R17BSW all-season tires (A/S) 4x2 — 265/70R17BSW all-terrain tires (A/T) 4x4 • Trailer Sway Control • Trailer Towing-4-pin wiring, ball mounting provisions in rear bumper • Wheels-17" silver steel • Wipers-Intermittent speed
SE F150 C	• 12" Productivity Screen in Instrument Cluster • Black Vinyl Floor Covering • Compass Display in Instrument Cluster • Cruise Control • Dome Light • Door Trim-Soft armrest • Fade-to-Off Interior Lighting • Gauges and Meters-Fuel, Oil Pressure, Transmission Temperature and Engine Coolant Temperature Gauges; Speedometer, Odometer and Tachometer • Grab Handles • Horn-Dual-Note • Illuminated Entry • Air Conditioning, Single Zone • Outside Temperature Display • Powerpoint 12V • Power Door-Locks with Flip Key and Integrated Key Transmitter Keyless-Entry (incl. Autolock) • Power Windows • Rear window with Fixed Glass and Solar Tint • Rearview Mirror, Day/Night • Scuff Plates-MIC, Front • Seat, Front— Cloth 40/20/40 — 2-Way manual driver/passenger — Armrest • Seat, Rear — Cloth (SuperCrew®) • Steering Wheel, Black Urethane-Manual Tilt/Telescoping • Visor, Driver Side; Visor with Mirror, Passenger-Side
SE F150 D	• AdvanceTrac® w/RSC® (Roll Stability Control) • Airbags — Driver and Passenger Front Airbags — Driver and Passenger Seat-Mounted Side Airbags — Safety Canopy® Side-Curtain Airbags (1st and 2nd row coverage) • Curve Control • LED Reflector Headlamps-Black Bezels • Perimeter Alarm • Rain Lamp Wiper Activated Headlamps • Seat Belts, Active Restraint System (ARS). Three-point • SecuriLock® Passive Anti-Theft System (PATs) • SOS Post-Crash Alert System • Tire Pressure Monitoring System (TPMS) • Ford Security Package (1-year Plan Included)

SE F150 E	FORD CO-PILOT360™ TECHNOLOGY • FordCo-Pilot360™2.0 — Auto High Beams — Blind Spot Assist — BLIS® with Cross-Traffic Alert — Camera Only AEB Oncoming — Camera Only Evasive Steering Assist — Lane-Keeping System ○ Lane-Keeping Alert ○ Lane-Keeping Aid ○ Driver Alert ○ Road Edge Detection — Intersection Assist — Pre-Collision Assist® with Automatic Emergency Braking (AEB) ○ PedestrianDetection ○ ForwardCollisionWarning ○ DynamicBrakeSupport — Post-Collision Braking — Rear View Camera — Rear Parking Sensors — Reverse Brake Assist
SE F150 F	FUNCTIONAL •Autolamp – Auto On/Off Headlamps •AM/FM Stereo (speakers; four (4) with Regular Cab, six (6) with SuperCab and SuperCrew®) •Class IV Trailer Hitch (incl. Smart Trailer Tow Connector, 7/4 pin-connector; Class IV trailer hitch receiver)•FordPass™ Connect (5G) —5G LTE Wi-Fi hotspot connects up to 10 devices •Hill Start Assist •SYNC® 4 with Enhanced Voice Recognition —12" LCD Capacitive Touchscreen with Swipe Capability —Wireless Phone Connection —Cloud Connected —AppLink® w/App Catalog —911 Assist® —Apple CarPlay® and Android Auto™ Compatibility —Digital Owner's Manual —Conversational Voice Command Recognition

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.5.

Meeting Date: October 27, 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 a Landscape Maintenance Services Agreement with Brightview Landscape Service, Inc. for the landscape maintenance services along U.S. Highway 441; and providing an effective date.

Staff Recommendation:

Staff recommends award of Invitation for Bid 2502601 to Brightview Landscape Services, Inc. and approval of the Resolution authorizing the Landscape Maintenance Services Agreement.

Analysis:

The City of Leesburg is responsible for the right-of-way (ROW) landscape maintenance services in numerous areas along U.S. Highway 441 from County Road 473 to Airport View and around the gateway feature/entry at US-441 and US-27. This landscape maintenance is conducted in accordance with an agreement with the Florida Department of Transportation (FDOT).

Procurement Analysis:

On September 15, 2025, the Procurement Division issued Invitation for Bid 2502601, Landscape Maintenance Services — U.S. Highway 441. On October 7, 2025, the City received four (4) bids, of which one was deemed non-responsive. Public Works Department staff reviewed the submittals for conformance with the solicitation requirements. Brightview Landscape Services, Inc. was selected as the most qualified vendor, as shown below.

BIDDER'S NAME AND ADDRESS	BID TOTAL
Brightview Landscape Services, Inc. 641 SW 13 th Street Ocala, FL 34471	\$505,836.00
Yellowstone Landscape, Inc. 2729 W. Main Street Leesburg, FL 34748	\$511,380.00
Helping Hand Lawn Care, LLC 5960 West Jones Ave Zellwood, FL 32798	\$567,134.00
Florida ULS Operating, LLC dba United Land Services 12276 San Jose Blvd, Ste. 747 Jacksonville, FL 32223	Non-Responsive

Info:

Document Takers (#): 59. Submittals Received (#): 4.

Options:

1. Approve award of IFB 2502601 and approval of the resolution authorizing execution of the agreement with Brightview Landscape Services, Inc; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The current Public Works Ground operating budget includes funds for this agreement

Account No. 001-5194-519-3410

Requisition 58026

Budget \$505,836.00

Available \$505,836.00

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
LANDSCAPE MAINTENANCE SERVICES AGREEMENT WITH
BRIGHTVIEW LANDSCAPE SERVICE, INC. FOR THE LANDSCAPE
MAINTENANCE SERVICES ALONG U.S. HIGHWAY 441; 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 Brightview Landscape Services, Inc., whose address is 641 SW 13th Street, Ocala, FL 34471, for Landscape Maintenance Services along U.S. Highway 441 (IFB 2502601).

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 27th day of October 2025.

Mayor

ATTEST:

City Clerk

CONTRACT
Contract No. 2502601
LANDSCAPE MAINTENANCE SERVICE-U.S. Highway 441

THIS AGREEMENT is made as of the 27th day of October 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 **Brightview Landscape Services, Inc.** whose address is 641 SW 13th Street, Ocala, FL 34471 (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) 2502601, Landscape Maintenance Services – U.S. Highway 441; and
- c. CONTRACTOR response to IFB 2502601 included as Attachment ‘A’; and
- d. All addendums; and
- e. Attachment B – Contract Pricing

2. **Scope of Services.** The CONTRACTOR shall furnish the following services generally described as the “**Landscape Maintenance Services – U.S. Highway 441**” to the CITY in accordance with the Scope of Services included in Attachment A, Invitation for Bid 2502601. 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 will be compensated for services as detailed in Attachment A for the listed maintenance areas and as may be revised by written amendment. The Annual amount for Maintenance Areas 1-7 and Add Alternates 1-3 is **\$505,836.00**.

4. **Labor and Materials.** The CONTRACTOR shall furnish all labor, material and equipment necessary for satisfactory contract performance.

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

6. **Term of Agreement.** The initial term of this Agreement shall commence on the date stated in the preamble to this Agreement and be effective for a period of three (3) years. This Agreement may be renewed and extended for an additional three (3) years if mutually agreed upon by the CONTRACTOR and CITY through execution of a written amendment to this Agreement.

7. **Firm Fixed Price Period.** All pricing will be firm and fixed through the initial term of the Agreement. Following the firm fixed price period the CONTRACTOR may requires

a price adjustment as provided for in the Cost Adjustments section. If approved any price increases would be applicable to the renewal period(s).

8. **Changes to Maintenance Areas.** The CITY may add additional maintenance areas. The CITY may make landscape improvements to existing maintenance areas. When such changes are requested by the CITY, both parties will negotiate cost adjustments or costs for new maintenance areas in good faith. Parties will mutually agree to any changes to cost. A written amendment to this Agreement will be executed to document the changes to services and price.

9. **Adjustment to Service Levels.** The CITY reserves the right to adjust the service levels for the unimproved landscape areas, currently areas 3, 4, 5, and 6. The CITY may choose to reduce or increase the services levels based on those reflected in the Base Price Sheet and Alternate Price Sheet. Should the CITY desire to change the services levels in these Areas the CITY must provide CONTRACTOR advance written notice fifteen (15) calendar days before the first day of the next service period or month. An email sent to the designated CONTRACTOR contact person is acceptable as written notice. The change will be effective on the first day of the month following notice. Service levels cannot be changed by either Party during the current month. The pricing as listed in Attachment B will be in effect based on the Service Level specified by the CITY and the CONTRACTOR.

10. **Payment.** CITY shall compensate CONTRACTOR for their services, at a minimum, in accordance with The Prompt Payment Act, Section 218.70 through 218.79, Florida Statutes. If payment is by:

- a. Pay Check – Payment terms will be Net 30 days from the date a correct and accurate invoice is presented to the CITY;
- b. Purchase Card – If CONTRACTOR accepts payment by purchasing card (Credit Card) payment will be made no later than 7 days from the date a correct and accurate invoice is presented to the CITY. Payment by Purchasing Card will be at the Contracted unit price amounts and no additional charges or convenience fees will be added to the invoice or payment.

11. **Cost Adjustment.** Pricing for terms beyond the Initial Term will be subject to an adjustment only if increases in the industry occur. However, unless very unusual and significant changes have occurred in the industry, such increases will not exceed 5% per year. The CONTRACTOR is responsible for submitting any request for Cost Adjustment. CONTRACTOR will fully document and submit to the CITY a request for Cost Adjustment at least forty-five (45) days prior to the end of the then current term. Should the CONTRACTOR not request a price increase prior to the forty-five (45) day period the prices in effect at the time will remain in effect during any subsequent renewal term(s). Any approved Cost Adjustment will become effective on the first day of the renewal term. After examination, the CITY may refuse to accept the requested Cost Adjustment. The CITY is obligated to provide a reason for declining the requested Cost Adjustment. In the event the CITY does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the CITY, the CITY will allow the Agreement to expire without renewal.

12. **Liquidated Damages.** If CONTRACTOR fails to complete the service at each visit and is notified by the CITY of required corrections, the CONTRACTOR must make identified corrections within 24 hours of issued notice of deficiency from the CITY and it is understood that a fine of \$300 will be assessed per consecutive calendar day and will be deducted as liquidated damages for each day beyond the specified 24-hour completion time. The CITY may in lieu of the above notify the CONTRACTOR to cease work and the CITY will complete the work by other means, including with another vendor the cost of completion thereof to the CITY including all materials, rent, labor, equipment and necessary supervision plus 15% for overhead, shall be deducted from the amount due to the CONTRACTOR, under the contract

Any damage done to irrigation system, landscaping, and other City property shall be reported to the City's representative immediately. All damages not caused by the CONTRACTOR shall be the responsibility of the CITY with regard to repair and/or replacement. The CITY can authorize the CONTRACTOR to complete the repair work at the agreed upon unit price. Restitution for damages incurred by the CONTRACTOR shall be the responsibility of the CONTRACTOR.

13. **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.

14. **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.

15. **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.

16. **Non-Appropriation.** Should the Leesburg City Commission not appropriate funds in a given fiscal year from services under this Agreement the CITY may terminate this Agreement with written notice effective immediately or as otherwise stated in the notice of termination. The CITY may terminate this agreement due to non-appropriation if the Florida Legislature does not appropriate the reimbursement funds paid to the CITY for performing these services under a separate Agreement with Florida Department of Transportation.

17. **Deficiencies in Work.** The CONTRACTOR shall promptly correct all apparent and latent deficiencies or defects in work, or any work that fails to conform to the contract documents. All corrections shall be made within THREE (3) calendar days after such rejected defects, deficiencies, or non-conformances are verbally reported to the CONTRACTOR by the designate CITY Representative, who may confirm all such verbal reports in writing, email is acceptable. The CONTRACTOR shall bear all costs of correcting such rejected work. If the CONTRACTOR fails to correct the work within the period specified, the CITY may, at its discretion, notify the CONTRACTOR, in writing, that the CONTRACTOR is subject to contractual default provisions if the corrections are not completed to the satisfaction of the CITY within THREE (3) calendar days of receipt of the notice. If THREE (3) calendar days is not reasonable, the CITY may extend this period for correction. If the CONTRACTOR fails to correct the work within the period specified in the notice, the CITY shall place the CONTRACTOR in default, obtain the services of another Supplier to correct the deficiencies, and charge the CONTRACTOR for these costs, either through a deduction from any current or future payment owed to the CONTRACTOR or through invoicing. If the CONTRACTOR fails to honor this invoice or credit memo, the CITY may terminate the contract for default.

18. **Continuation of Service.** Should the term of the Agreement and any renewals expire without the CITY having a new Contract in place, CONTRACTOR shall provide the services on a month-to-month basis. CITY will authorize the Continuation of Services by written letter to the CONTRACTOR. Continuation of services will not exceed a period of six (6) months from the expiration of the Agreement or any renewal periods

19. **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.

20. **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.

21. **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.

22. **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.

23. **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.

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

25. **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.

26. **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.

27. **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.

28. **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.

29. **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.

30. **Public Entity Crimes.** A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017 for Category Three for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

31. **Florida Registration.** The CONTRACTOR shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes.

32. **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.

33. **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.

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

35. **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: Brightview Landscape Services, Inc.
 Ted "Travis" Medlin, Branch Manager
 641 SW 13th Street
 Ocala, FL 34471
 352-857-2376
 Ted.Medlin@Brightview.com

If to City of Leesburg: City of Leesburg
 Hosea Goodwyn, Procurement Manager
 501 West Meadow Street
 Leesburg, Florida 34748
 352-728-9880
 Hosea.Goodwyn@leesburgflorida.gov

36. **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.

37. **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.

38. **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.

39. **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.

40. **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.

41. **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.

42. **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.

BRIGHTVIEW LANDSCAPE SERVICES, INC.

By: Todd Chesnut

Printed: Todd Chesnut

Its: SVP
(Title)

CITY OF LEESBURG, FLORIDA

Alan Reisman, Mayor

ATTEST:

J. Andi Purvis, City Clerk

Approved as to form:

William Watson, City Attorney



INVITATION FOR BID
IFB NO. 2502601
Landscape Maintenance Services – U.S. Hwy 441

PROPOSAL BID FORM

To: Procurement Division
Leesburg Municipal Center
CITY OF LEESBURG
204 North 5th Street
Leesburg, FL 34749

The undersigned hereby declares that after carefully examining these bid documents am fully aware of all conditions affecting such work/items, for which bids were advertised to be returned by 11:00 a.m., **Tuesday, August 19, 2025**, does hereby submit the following bid for completion of said work/item.

Maintenance Area	UoM	Unit Price	Quantity	Annual Total Price
Area 1 *see below	Per Month	\$7,304.00	12 months	\$87,648.00
Area 2 *see below	Per Month	\$3,466.00	12 months	\$41,592.00
Area 3	Per Month	\$3,302.00	12 months	\$39,624.00
Area 4	Per Month	\$9,007.00	12 months	\$108,084.00
Area 5	Per Month	\$12,010.00	12 months	\$144,120.00
Area 6	Per Month	\$750.00	12 months	\$9,000.00
Area 7 *see below	Per Month	\$5,191.00	12 months	\$62,292.00
(A) Total Lump Sum (Annual Service)				\$492,360.00
Add Alternates	UoM	Unit Price	Quantity	Annual Total Price
Add Alternate 1	Per Month	\$734.00	12 months	\$8,808.00
Add Alternate 2	Per Month	\$16.00	12 months	\$192.00
Add Alternate 3	Per Month	\$373.00	12 months	\$4,476.00
(B) Total Lump Sum (Annual Service)				\$13,476.00
Grand Bid Total (A+B)				\$505,836.00

*Area 1, Area 2 and Area 7 include Palm Pruning and Mulch. Please see attached itemized pricing schedule for break down on per occurrence pricing

Bid Total (In Words): Five Hundred and Five thousand, eight hundred thirty six dollars

(\$ 505,836.00)

*A signed itemized price schedule must be included for the submittal to be considered.

Bid Security in the proper form and in the amount of \$ 25,291.80 is submitted.

Company Name: Brightview Landscape Services Inc.

PBF - 1

ITEMIZED PRICING SCHEDULE

Base Bid Pricing Sheet

Name	Service Level	Service Frequency	Unit Price	Unit
April - Active Season (Area 1)	Median & Shoulders Weekly	Weekly Service	\$6,664.80	Per Month
May - Active Season (Area 1)	Median & Shoulders Weekly	Weekly Service	\$6,664.80	Per Month
June - Active Season (Area 1)	Median & Shoulders Weekly	Weekly Service	\$8,331.00	Per Month
June - Active Season (Area 1)	Palm Pruning	Once Annually	\$9,750.00	Per Occ
July - Active Season (Area 1)	Median & Shoulders Weekly	Weekly Service	\$6,664.80	Per Month
August - Active Season (Area 1)	Median & Shoulders Weekly	Weekly Service	\$6,664.80	Per Month
September - Active Season (Area 1)	Median & Shoulders Weekly	Weekly Service	\$8,331.00	Per Month
October - Active Season (Area 1)	Median & Shoulders Weekly	Weekly Service	\$6,664.80	Per Month
November - Dormant Season (Area 1)	Median and Shoulders Bi-Weekly	Bi-Weekly Service	\$3,332.40	Per Month
December - Dormant Season (Area 1)	Median and Shoulders Bi-Weekly	Bi-Weekly Service	\$3,332.40	Per Month
January - Dormant Season (Area 1)	Median and Shoulders Bi-Weekly	Bi-Weekly Service	\$3,332.40	Per Month
January - Dormant Season (Area 1)	Mulch Application	Once Annually	\$11,250.00	Per Occ
February - Dormant Season (Area 1)	Median and Shoulders Bi-Weekly	Bi-Weekly Service	\$3,332.40	Per Month
March - Dormant Season (Area 1)	Median and Shoulders Bi-Weekly	Bi-Weekly Service	\$3,332.40	Per Month
			\$87,648.00	
			\$87,648.00	

Alternate Bid Pricing Sheet - Reduced Service Level

Name	Service Level	Service Frequency	Unit Price	Unit
April - Growing Season (Area 1)	Median Each Week and Shoulders Bi-Weekly	Weekly Service	\$4,998.60	Per Month
May - Growing Season (Area 1)	Median Each Week and Shoulders Bi-Weekly	Weekly Service	\$4,998.60	Per Month
June - Growing Season (Area 1)	Median Each Week and Shoulders Bi-Weekly	Weekly Service	\$6,248.25	Per Month
June - Growing Season (Area 1)	Palm Pruning	Once Annually	\$9,750.00	Per Occ
July - Growing Season (Area 1)	Median Each Week and Shoulders Bi-Weekly	Weekly Service	\$4,998.60	Per Month
August - Growing Season (Area 1)	Median Each Week and Shoulders Bi-Weekly	Weekly Service	\$4,998.60	Per Month
September - Growing Season (Area 1)	Median Each Week and Shoulders Bi-Weekly	Weekly Service	\$6,248.25	Per Month
October - Growing Season (Area 1)	Median Each Week and Shoulders Bi-Weekly	Weekly Service	\$4,998.60	Per Month
November - Dormant Season (Area 1)	Median Bi-Weekly & Shoulders Once per Month	Bi-Weekly Service	\$2,499.30	Per Month
December - Dormant Season (Area 1)	Median Bi-Weekly & Shoulders Once per Month	Bi-Weekly Service	\$2,499.30	Per Month
January - Dormant Season (Area 1)	Median Bi-Weekly & Shoulders Once per Month	Bi-Weekly Service	\$2,499.30	Per Month
January - Dormant Season (Area 1)	Mulch Application	Once Annually	\$11,250.00	Per Occ
February - Dormant Season (Area 1)	Median Bi-Weekly & Shoulders Once per Month	Bi-Weekly Service	\$2,499.30	Per Month
March - Dormant Season (Area 1)	Median Bi-Weekly & Shoulders Once per Month	Bi-Weekly Service	\$2,499.30	Per Month
			\$70,986.00	
			\$70,986.00	

ITEMIZED PRICING SCHEDULE

Base Bid Pricing Sheet

Name	Service Level	Service Frequency	Unit Price	Unit
April - Active Season (Area 2)	Median & Shoulders Weekly	Weekly Service	\$3,109.20	Per Month
May - Active Season (Area 2)	Median & Shoulders Weekly	Weekly Service	\$3,109.20	Per Month
June - Active Season (Area 2)	Median & Shoulders Weekly	Weekly Service	\$3,886.50	Per Month
June - Active Season (Area 2)	Palm Pruning	Once Annually	\$4,875.00	Per Occ
July - Active Season (Area 2)	Median & Shoulders Weekly	Weekly Service	\$3,109.20	Per Month
August - Active Season (Area 2)	Median & Shoulders Weekly	Weekly Service	\$3,109.20	Per Month
September - Active Season (Area 2)	Median & Shoulders Weekly	Weekly Service	\$3,886.50	Per Month
October - Active Season (Area 2)	Median & Shoulders Weekly	Weekly Service	\$3,109.20	Per Month
November - Dormant Season (Area 2)	Median and Shoulders Bi-Weekly	Bi-Weekly Service	\$1,554.60	Per Month
December - Dormant Season (Area 2)	Median and Shoulders Bi-Weekly	Bi-Weekly Service	\$1,554.60	Per Month
January - Dormant Season (Area 2)	Median and Shoulders Bi-Weekly	Bi-Weekly Service	\$1,554.60	Per Month
January - Dormant Season (Area 2)	Mulch Application	Once Annually	\$5,625.00	Per Occ
February - Dormant Season (Area 2)	Median and Shoulders Bi-Weekly	Bi-Weekly Service	\$1,554.60	Per Month
March - Dormant Season (Area 2)	Median and Shoulders Bi-Weekly	Bi-Weekly Service	\$1,554.60	Per Month
			\$41,592.00	
			\$41,592.00	

Alternate Bid Pricing Sheet - Reduced Service Level

Name	Service Level	Service Frequency	Unit Price	Unit
April - Growing Season (Area 2)	Median Each Week and Shoulders Bi-Weekly	Weekly Service	\$2,331.90	Per Month
May - Growing Season (Area 2)	Median Each Week and Shoulders Bi-Weekly	Weekly Service	\$2,331.90	Per Month
June - Growing Season (Area 2)	Median Each Week and Shoulders Bi-Weekly	Weekly Service	\$2,914.88	Per Month
June - Growing Season (Area 2)	Palm Pruning	Once Annually	\$4,875.00	Per Occ
July - Growing Season (Area 2)	Median Each Week and Shoulders Bi-Weekly	Weekly Service	\$2,331.90	Per Month
August - Growing Season (Area 2)	Median Each Week and Shoulders Bi-Weekly	Weekly Service	\$2,331.90	Per Month
September - Growing Season (Area 2)	Median Each Week and Shoulders Bi-Weekly	Weekly Service	\$2,914.88	Per Month
October - Growing Season (Area 2)	Median Each Week and Shoulders Bi-Weekly	Weekly Service	\$2,331.90	Per Month
November - Dormant Season (Area 2)	Median Bi-Weekly & Shoulders Once per Month	Bi-Weekly Service	\$1,165.95	Per Month
December - Dormant Season (Area 2)	Median Bi-Weekly & Shoulders Once per Month	Bi-Weekly Service	\$1,165.95	Per Month
January - Dormant Season (Area 2)	Median Bi-Weekly & Shoulders Once per Month	Bi-Weekly Service	\$1,165.95	Per Month
January - Dormant Season (Area 2)	Mulch Application	Once Annually	\$5,625.00	Per Occ
February - Dormant Season (Area 2)	Median Bi-Weekly & Shoulders Once per Month	Bi-Weekly Service	\$1,165.95	Per Month
March - Dormant Season (Area 2)	Median Bi-Weekly & Shoulders Once per Month	Bi-Weekly Service	\$1,165.95	Per Month
			\$33,819.00	
			\$33,819.00	

ITEMIZED PRICING SCHEDULE

Base Bid Pricing Sheet

Name	Service Level	Service Frequency	Unit Price	Unit
April - Active Season (Area 3)	Median & Shoulders Weekly	Weekly Service	\$3,962.40	Per Month
May - Active Season (Area 3)	Median & Shoulders Weekly	Weekly Service	\$3,962.40	Per Month
June - Active Season (Area 3)	Median & Shoulders Weekly	Weekly Service	\$4,953.00	Per Month
July - Active Season (Area 3)	Median & Shoulders Weekly	Weekly Service	\$3,962.40	Per Month
August - Active Season (Area 3)	Median & Shoulders Weekly	Weekly Service	\$3,962.40	Per Month
September - Active Season (Area 3)	Median & Shoulders Weekly	Weekly Service	\$4,953.00	Per Month
October - Active Season (Area 3)	Median & Shoulders Weekly	Weekly Service	\$3,962.40	Per Month
November - Dormant Season (Area 3)	Median and Shoulders Bi-Weekly	Bi-Weekly Service	\$1,981.20	Per Month
December - Dormant Season (Area 3)	Median and Shoulders Bi-Weekly	Bi-Weekly Service	\$1,981.20	Per Month
January - Dormant Season (Area 3)	Median and Shoulders Bi-Weekly	Bi-Weekly Service	\$1,981.20	Per Month
February - Dormant Season (Area 3)	Median and Shoulders Bi-Weekly	Bi-Weekly Service	\$1,981.20	Per Month
March - Dormant Season (Area 3)	Median and Shoulders Bi-Weekly	Bi-Weekly Service	\$1,981.20	Per Month
			\$39,624.00	
			\$39,624.00	

Alternate Bid Pricing Sheet - Reduced Service Level

Name	Service Level	Service Frequency	Unit Price	Unit
April - Growing Season (Area 3)	Median Each Week and Shoulders Bi-Weekly	Weekly Service	\$2,971.80	Per Month
May - Growing Season (Area 3)	Median Each Week and Shoulders Bi-Weekly	Weekly Service	\$2,971.80	Per Month
June - Growing Season (Area 3)	Median Each Week and Shoulders Bi-Weekly	Weekly Service	\$3,714.75	Per Month
July - Growing Season (Area 3)	Median Each Week and Shoulders Bi-Weekly	Weekly Service	\$2,971.80	Per Month
August - Growing Season (Area 3)	Median Each Week and Shoulders Bi-Weekly	Weekly Service	\$2,971.80	Per Month
September - Growing Season (Area 3)	Median Each Week and Shoulders Bi-Weekly	Weekly Service	\$3,714.75	Per Month
October - Growing Season (Area 3)	Median Each Week and Shoulders Bi-Weekly	Weekly Service	\$2,971.80	Per Month
November - Dormant Season (Area 3)	Median Bi-Weekly & Shoulders Once per Month	Bi-Weekly Service	\$1,485.90	Per Month
December - Dormant Season (Area 3)	Median Bi-Weekly & Shoulders Once per Month	Bi-Weekly Service	\$1,485.90	Per Month
January - Dormant Season (Area 3)	Median Bi-Weekly & Shoulders Once per Month	Bi-Weekly Service	\$1,485.90	Per Month
February - Dormant Season (Area 3)	Median Bi-Weekly & Shoulders Once per Month	Bi-Weekly Service	\$1,485.90	Per Month
March - Dormant Season (Area 3)	Median Bi-Weekly & Shoulders Once per Month	Bi-Weekly Service	\$1,485.90	Per Month
			\$29,718.00	
			\$29,718.00	

ITEMIZED PRICING SCHEDULE

Base Bid Pricing Sheet

Name	Service Level	Service Frequency	Unit Price	Unit
April - Active Season (Area 4)	Median & Shoulders Weekly	Weekly Service	\$10,808.40	Per Month
May - Active Season (Area 4)	Median & Shoulders Weekly	Weekly Service	\$10,808.40	Per Month
June - Active Season (Area 4)	Median & Shoulders Weekly	Weekly Service	\$13,510.50	Per Month
July - Active Season (Area 4)	Median & Shoulders Weekly	Weekly Service	\$10,808.40	Per Month
August - Active Season (Area 4)	Median & Shoulders Weekly	Weekly Service	\$10,808.40	Per Month
September - Active Season (Area 4)	Median & Shoulders Weekly	Weekly Service	\$13,510.50	Per Month
October - Active Season (Area 4)	Median & Shoulders Weekly	Weekly Service	\$10,808.40	Per Month
November - Dormant Season (Area 4)	Median and Shoulders Bi-Weekly	Bi-Weekly Service	\$5,404.20	Per Month
December - Dormant Season (Area 4)	Median and Shoulders Bi-Weekly	Bi-Weekly Service	\$5,404.20	Per Month
January - Dormant Season (Area 4)	Median and Shoulders Bi-Weekly	Bi-Weekly Service	\$5,404.20	Per Month
February - Dormant Season (Area 4)	Median and Shoulders Bi-Weekly	Bi-Weekly Service	\$5,404.20	Per Month
March - Dormant Season (Area 4)	Median and Shoulders Bi-Weekly	Bi-Weekly Service	\$5,404.20	Per Month
			\$108,084.00	
			\$108,084.00	

Alternate Bid Pricing Sheet - Reduced Service Level

Name	Service Level	Service Frequency	Unit Price	Unit
April - Growing Season (Area 4)	Median Each Week and Shoulders Bi-Weekly	Weekly Service	\$7,565.88	Per Month
May - Growing Season (Area 4)	Median Each Week and Shoulders Bi-Weekly	Weekly Service	\$7,565.88	Per Month
June - Growing Season (Area 4)	Median Each Week and Shoulders Bi-Weekly	Weekly Service	\$9,457.35	Per Month
July - Growing Season (Area 4)	Median Each Week and Shoulders Bi-Weekly	Weekly Service	\$7,565.88	Per Month
August - Growing Season (Area 4)	Median Each Week and Shoulders Bi-Weekly	Weekly Service	\$7,565.88	Per Month
September - Growing Season (Area 4)	Median Each Week and Shoulders Bi-Weekly	Weekly Service	\$9,457.35	Per Month
October - Growing Season (Area 4)	Median Each Week and Shoulders Bi-Weekly	Weekly Service	\$7,565.88	Per Month
November - Dormant Season (Area 4)	Median Bi-Weekly & Shoulders Once per Month	Bi-Weekly Service	\$3,782.94	Per Month
December - Dormant Season (Area 4)	Median Bi-Weekly & Shoulders Once per Month	Bi-Weekly Service	\$3,782.94	Per Month
January - Dormant Season (Area 4)	Median Bi-Weekly & Shoulders Once per Month	Bi-Weekly Service	\$3,782.94	Per Month
February - Dormant Season (Area 4)	Median Bi-Weekly & Shoulders Once per Month	Bi-Weekly Service	\$3,782.94	Per Month
March - Dormant Season (Area 4)	Median Bi-Weekly & Shoulders Once per Month	Bi-Weekly Service	\$3,782.94	Per Month
			\$75,658.80	
			\$75,658.80	

ITEMIZED PRICING SCHEDULE

Base Bid Pricing Sheet

Name	Service Level	Service Frequency	Unit Price	Unit
April - Active Season (Area 5)	Median & Shoulders Weekly	Weekly Service	\$14,412.00	Per Month
May - Active Season (Area 5)	Median & Shoulders Weekly	Weekly Service	\$14,412.00	Per Month
June - Active Season (Area 5)	Median & Shoulders Weekly	Weekly Service	\$18,015.00	Per Month
July - Active Season (Area 5)	Median & Shoulders Weekly	Weekly Service	\$14,412.00	Per Month
August - Active Season (Area 5)	Median & Shoulders Weekly	Weekly Service	\$14,412.00	Per Month
September - Active Season (Area 5)	Median & Shoulders Weekly	Weekly Service	\$18,015.00	Per Month
October - Active Season (Area 5)	Median & Shoulders Weekly	Weekly Service	\$14,412.00	Per Month
November - Dormant Season (Area 5)	Median and Shoulders Bi-Weekly	Bi-Weekly Service	\$7,206.00	Per Month
December - Dormant Season (Area 5)	Median and Shoulders Bi-Weekly	Bi-Weekly Service	\$7,206.00	Per Month
January - Dormant Season (Area 5)	Median and Shoulders Bi-Weekly	Bi-Weekly Service	\$7,206.00	Per Month
February - Dormant Season (Area 5)	Median and Shoulders Bi-Weekly	Bi-Weekly Service	\$7,206.00	Per Month
March - Dormant Season (Area 5)	Median and Shoulders Bi-Weekly	Bi-Weekly Service	\$7,206.00	Per Month
			\$144,120.00	
			\$144,120.00	

Alternate Bid Pricing Sheet - Reduced Service Level

Name	Service Level	Service Frequency	Unit Price	Unit
April - Growing Season (Area 5)	Median Each Week and Shoulders Bi-Weekly	Weekly Service	\$10,088.40	Per Month
May - Growing Season (Area 5)	Median Each Week and Shoulders Bi-Weekly	Weekly Service	\$10,088.40	Per Month
June - Growing Season (Area 5)	Median Each Week and Shoulders Bi-Weekly	Weekly Service	\$12,610.50	Per Month
July - Growing Season (Area 5)	Median Each Week and Shoulders Bi-Weekly	Weekly Service	\$10,088.40	Per Month
August - Growing Season (Area 5)	Median Each Week and Shoulders Bi-Weekly	Weekly Service	\$10,088.40	Per Month
September - Growing Season (Area 5)	Median Each Week and Shoulders Bi-Weekly	Weekly Service	\$12,610.50	Per Month
October - Growing Season (Area 5)	Median Each Week and Shoulders Bi-Weekly	Weekly Service	\$10,088.40	Per Month
November - Dormant Season (Area 5)	Median Bi-Weekly & Shoulders Once per Month	Bi-Weekly Service	\$5,044.20	Per Month
December - Dormant Season (Area 5)	Median Bi-Weekly & Shoulders Once per Month	Bi-Weekly Service	\$5,044.20	Per Month
January - Dormant Season (Area 5)	Median Bi-Weekly & Shoulders Once per Month	Bi-Weekly Service	\$5,044.20	Per Month
February - Dormant Season (Area 5)	Median Bi-Weekly & Shoulders Once per Month	Bi-Weekly Service	\$5,044.20	Per Month
March - Dormant Season (Area 5)	Median Bi-Weekly & Shoulders Once per Month	Bi-Weekly Service	\$5,044.20	Per Month
			\$100,884.00	
			\$100,884.00	

ITEMIZED PRICING SCHEDULE

Base Bid Pricing Sheet

Name	Service Level	Service Frequency	Unit Price	Unit
April - Active Season (Area 6)	Median & Shoulders Weekly	Weekly Service	\$900.00	Per Month
May - Active Season (Area 6)	Median & Shoulders Weekly	Weekly Service	\$900.00	Per Month
June - Active Season (Area 6)	Median & Shoulders Weekly	Weekly Service	\$1,125.00	Per Month
July - Active Season (Area 6)	Median & Shoulders Weekly	Weekly Service	\$900.00	Per Month
August - Active Season (Area 6)	Median & Shoulders Weekly	Weekly Service	\$900.00	Per Month
September - Active Season (Area 6)	Median & Shoulders Weekly	Weekly Service	\$1,125.00	Per Month
October - Active Season (Area 6)	Median & Shoulders Weekly	Weekly Service	\$900.00	Per Month
November - Dormant Season (Area 6)	Median and Shoulders Bi-Weekly	Bi-Weekly Service	\$450.00	Per Month
December - Dormant Season (Area 6)	Median and Shoulders Bi-Weekly	Bi-Weekly Service	\$450.00	Per Month
January - Dormant Season (Area 6)	Median and Shoulders Bi-Weekly	Bi-Weekly Service	\$450.00	Per Month
February - Dormant Season (Area 6)	Median and Shoulders Bi-Weekly	Bi-Weekly Service	\$450.00	Per Month
March - Dormant Season (Area 6)	Median and Shoulders Bi-Weekly	Bi-Weekly Service	\$450.00	Per Month
			\$9,000.00	
			\$9,000.00	

Alternate Bid Pricing Sheet - Reduced Service Level

Name	Service Level	Service Frequency	Unit Price	Unit
April - Growing Season (Area 6)	Median Each Week and Shoulders Bi-Weekly	Weekly Service	\$540.00	Per Month
May - Growing Season (Area 6)	Median Each Week and Shoulders Bi-Weekly	Weekly Service	\$540.00	Per Month
June - Growing Season (Area 6)	Median Each Week and Shoulders Bi-Weekly	Weekly Service	\$675.00	Per Month
July - Growing Season (Area 6)	Median Each Week and Shoulders Bi-Weekly	Weekly Service	\$540.00	Per Month
August - Growing Season (Area 6)	Median Each Week and Shoulders Bi-Weekly	Weekly Service	\$540.00	Per Month
September - Growing Season (Area 6)	Median Each Week and Shoulders Bi-Weekly	Weekly Service	\$675.00	Per Month
October - Growing Season (Area 6)	Median Each Week and Shoulders Bi-Weekly	Weekly Service	\$540.00	Per Month
November - Dormant Season (Area 6)	Median Bi-Weekly & Shoulders Once per Month	Bi-Weekly Service	\$270.00	Per Month
December - Dormant Season (Area 6)	Median Bi-Weekly & Shoulders Once per Month	Bi-Weekly Service	\$270.00	Per Month
January - Dormant Season (Area 6)	Median Bi-Weekly & Shoulders Once per Month	Bi-Weekly Service	\$270.00	Per Month
February - Dormant Season (Area 6)	Median Bi-Weekly & Shoulders Once per Month	Bi-Weekly Service	\$270.00	Per Month
March - Dormant Season (Area 6)	Median Bi-Weekly & Shoulders Once per Month	Bi-Weekly Service	\$270.00	Per Month
			\$5,400.00	
			\$5,400.00	

ITEMIZED PRICING SCHEDULE

Base Bid Pricing Sheet

Name	Service Level	Service Frequency	Unit Price	Unit
April - Active Season (Area 7)	Median & Shoulders Weekly	Weekly Service	\$5,179.20	Per Month
May - Active Season (Area 7)	Median & Shoulders Weekly	Weekly Service	\$5,179.20	Per Month
June - Active Season (Area 7)	Median & Shoulders Weekly	Weekly Service	\$6,474.00	Per Month
June - Active Season (Area 7)	Palm Pruning	Once Annually	\$4,875.00	Per Occ
July - Active Season (Area 7)	Median & Shoulders Weekly	Weekly Service	\$5,179.20	Per Month
August - Active Season (Area 7)	Median & Shoulders Weekly	Weekly Service	\$5,179.20	Per Month
September - Active Season (Area 7)	Median & Shoulders Weekly	Weekly Service	\$6,474.00	Per Month
October - Active Season (Area 7)	Median & Shoulders Weekly	Weekly Service	\$5,179.20	Per Month
November - Dormant Season (Area 7)	Median and Shoulders Bi-Weekly	Bi-Weekly Service	\$2,589.60	Per Month
December - Dormant Season (Area 7)	Median and Shoulders Bi-Weekly	Bi-Weekly Service	\$2,589.60	Per Month
January - Dormant Season (Area 7)	Median and Shoulders Bi-Weekly	Bi-Weekly Service	\$2,589.60	Per Month
January - Dormant Season (Area 7)	Mulch Application	Once Annually	\$5,625.00	Per Occ
February - Dormant Season (Area 7)	Median and Shoulders Bi-Weekly	Bi-Weekly Service	\$2,589.60	Per Month
March - Dormant Season (Area 7)	Median and Shoulders Bi-Weekly	Bi-Weekly Service	\$2,589.60	Per Month
			\$62,292.00	
			\$62,292.00	

Alternate Bid Pricing Sheet - Reduced Service Level

Name	Service Level	Service Frequency	Unit Price	Unit
April - Growing Season (Area 7)	Median Each Week and Shoulders Bi-Weekly	Weekly Service	\$3,884.40	Per Month
May - Growing Season (Area 7)	Median Each Week and Shoulders Bi-Weekly	Weekly Service	\$3,884.40	Per Month
June - Growing Season (Area 7)	Median Each Week and Shoulders Bi-Weekly	Weekly Service	\$4,855.50	Per Month
June - Growing Season (Area 7)	Palm Pruning	Once Annually	\$4,875.00	Per Occ
July - Growing Season (Area 7)	Median Each Week and Shoulders Bi-Weekly	Weekly Service	\$3,884.40	Per Month
August - Growing Season (Area 7)	Median Each Week and Shoulders Bi-Weekly	Weekly Service	\$3,884.40	Per Month
September - Growing Season (Area 7)	Median Each Week and Shoulders Bi-Weekly	Weekly Service	\$4,855.50	Per Month
October - Growing Season (Area 7)	Median Each Week and Shoulders Bi-Weekly	Weekly Service	\$3,884.40	Per Month
November - Dormant Season (Area 7)	Median Bi-Weekly & Shoulders Once per Month	Bi-Weekly Service	\$1,942.20	Per Month
December - Dormant Season (Area 7)	Median Bi-Weekly & Shoulders Once per Month	Bi-Weekly Service	\$1,942.20	Per Month
January - Dormant Season (Area 7)	Median Bi-Weekly & Shoulders Once per Month	Bi-Weekly Service	\$1,942.20	Per Month
January - Dormant Season (Area 7)	Mulch Application	Once Annually	\$5,625.00	Per Occ
February - Dormant Season (Area 7)	Median Bi-Weekly & Shoulders Once per Month	Bi-Weekly Service	\$1,942.20	Per Month
March - Dormant Season (Area 7)	Median Bi-Weekly & Shoulders Once per Month	Bi-Weekly Service	\$1,942.20	Per Month
			\$49,344.00	
			\$49,344.00	

ITEMIZED PRICING SCHEDULE

Base Bid Pricing Sheet

Name	Service Level	Service Frequency	Unit Price	Unit
April - Active Season (Add/Alternative #1)	Turf Areas Weekly	Weekly Service	\$880.80	Per Month
May - Active Season (Add/Alternative #1)	Turf Areas Weekly	Weekly Service	\$880.80	Per Month
June - Active Season (Add/Alternative #1)	Turf Areas Weekly	Weekly Service	\$1,101.00	Per Month
July - Active Season (Add/Alternative #1)	Turf Areas Weekly	Weekly Service	\$880.80	Per Month
August - Active Season (Add/Alternative #1)	Turf Areas Weekly	Weekly Service	\$880.80	Per Month
September - Active Season (Add/Alternative #1)	Turf Areas Weekly	Weekly Service	\$1,101.00	Per Month
October - Active Season (Add/Alternative #1)	Turf Areas Weekly	Weekly Service	\$880.80	Per Month
November - Dormant Season (Add/Alternative #1)	Turf Areas Bi-Weekly	Bi-Weekly Service	\$440.40	Per Month
December - Dormant Season (Add/Alternative #1)	Turf Areas Bi-Weekly	Bi-Weekly Service	\$440.40	Per Month
January - Dormant Season (Add/Alternative #1)	Turf Areas Bi-Weekly	Bi-Weekly Service	\$440.40	Per Month
February - Dormant Season (Add/Alternative #1)	Turf Areas Bi-Weekly	Bi-Weekly Service	\$440.40	Per Month
March - Dormant Season (Add/Alternative #1)	Turf Areas Bi-Weekly	Bi-Weekly Service	\$440.40	Per Month
			\$8,808.00	
			\$8,808.00	

Alternate Bid Pricing Sheet - Reduced Service Level

Name	Service Level	Service Frequency	Unit Price	Unit
April - Growing Season (Add/Alternative #1)	Turf Areas Bi-Weekly	Bi-Weekly Service	\$440.40	Per Month
May - Growing Season (Add/Alternative #1)	Turf Areas Bi-Weekly	Bi-Weekly Service	\$440.40	Per Month
June - Growing Season (Add/Alternative #1)	Turf Areas Bi-Weekly	Bi-Weekly Service	\$550.50	Per Month
July - Growing Season (Add/Alternative #1)	Turf Areas Bi-Weekly	Bi-Weekly Service	\$440.40	Per Month
August - Growing Season (Add/Alternative #1)	Turf Areas Bi-Weekly	Bi-Weekly Service	\$440.40	Per Month
September - Growing Season (Add/Alternative #1)	Turf Areas Bi-Weekly	Bi-Weekly Service	\$550.50	Per Month
October - Growing Season (Add/Alternative #1)	Turf Areas Bi-Weekly	Bi-Weekly Service	\$440.40	Per Month
November - Dormant Season (Add/Alternative #1)	Turf Areas Monthly	Once per Month	\$220.20	Per Month
December - Dormant Season (Add/Alternative #1)	Turf Areas Monthly	Once per Month	\$220.20	Per Month
January - Dormant Season (Add/Alternative #1)	Turf Areas Monthly	Once per Month	\$220.20	Per Month
February - Dormant Season (Add/Alternative #1)	Turf Areas Monthly	Once per Month	\$220.20	Per Month
March - Dormant Season (Add/Alternative #1)	Turf Areas Monthly	Once per Month	\$220.20	Per Month
			\$4,404.00	
			\$4,404.00	

ITEMIZED PRICING SCHEDULE

Base Bid Pricing Sheet

Name	Service Level	Service Frequency	Unit Price	Unit
April - Active Season (Add/Alternative #2)	Turf Areas Weekly	Weekly Service	\$19.20	Per Month
May - Active Season (Add/Alternative #2)	Turf Areas Weekly	Weekly Service	\$19.20	Per Month
June - Active Season (Add/Alternative #2)	Turf Areas Weekly	Weekly Service	\$24.00	Per Month
July - Active Season (Add/Alternative #2)	Turf Areas Weekly	Weekly Service	\$19.20	Per Month
August - Active Season (Add/Alternative #2)	Turf Areas Weekly	Weekly Service	\$19.20	Per Month
September - Active Season (Add/Alternative #2)	Turf Areas Weekly	Weekly Service	\$24.00	Per Month
October - Active Season (Add/Alternative #2)	Turf Areas Weekly	Weekly Service	\$19.20	Per Month
November - Dormant Season (Add/Alternative #2)	Turf Areas Weekly Bi-Weekly	Bi-Weekly Service	\$9.60	Per Month
December - Dormant Season (Add/Alternative #2)	Turf Areas Weekly Bi-Weekly	Bi-Weekly Service	\$9.60	Per Month
January - Dormant Season (Add/Alternative #2)	Turf Areas Weekly Bi-Weekly	Bi-Weekly Service	\$9.60	Per Month
February - Dormant Season (Add/Alternative #2)	Turf Areas Weekly Bi-Weekly	Bi-Weekly Service	\$9.60	Per Month
March - Dormant Season (Add/Alternative #2)	Turf Areas Weekly Bi-Weekly	Bi-Weekly Service	\$9.60	Per Month
			\$192.00	
			\$192.00	

Alternate Bid Pricing Sheet - Reduced Service Level

Name	Service Level	Service Frequency	Unit Price	Unit
April - Growing Season (Add/Alternative #2)	Turf Areas Weekly Bi-Weekly	Bi-Weekly Service	\$9.60	Per Month
May - Growing Season (Add/Alternative #2)	Turf Areas Weekly Bi-Weekly	Bi-Weekly Service	\$9.60	Per Month
June - Growing Season (Add/Alternative #2)	Turf Areas Weekly Bi-Weekly	Bi-Weekly Service	\$12.00	Per Month
July - Growing Season (Add/Alternative #2)	Turf Areas Weekly Bi-Weekly	Bi-Weekly Service	\$9.60	Per Month
August - Growing Season (Add/Alternative #2)	Turf Areas Weekly Bi-Weekly	Bi-Weekly Service	\$9.60	Per Month
September - Growing Season (Add/Alternative #2)	Turf Areas Weekly Bi-Weekly	Bi-Weekly Service	\$12.00	Per Month
October - Growing Season (Add/Alternative #2)	Turf Areas Weekly Bi-Weekly	Bi-Weekly Service	\$9.60	Per Month
November - Dormant Season (Add/Alternative #2)	Turf Areas Once per Month	Once per Month	\$4.80	Per Month
December - Dormant Season (Add/Alternative #2)	Turf Areas Once per Month	Once per Month	\$4.80	Per Month
January - Dormant Season (Add/Alternative #2)	Turf Areas Once per Month	Once per Month	\$4.80	Per Month
February - Dormant Season (Add/Alternative #2)	Turf Areas Once per Month	Once per Month	\$4.80	Per Month
March - Dormant Season (Add/Alternative #2)	Turf Areas Once per Month	Once per Month	\$4.80	Per Month
			\$96.00	
			\$96.00	

ITEMIZED PRICING SCHEDULE

Base Bid Pricing Sheet

Name	Service Level	Service Frequency	Unit Price	Unit
April - Active Season (Add/Alternative #3)	Turf Areas Weekly	Weekly Service	\$447.60	Per Month
May - Active Season (Add/Alternative #3)	Turf Areas Weekly	Weekly Service	\$447.60	Per Month
June - Active Season (Add/Alternative #3)	Turf Areas Weekly	Weekly Service	\$559.50	Per Month
July - Active Season (Add/Alternative #3)	Turf Areas Weekly	Weekly Service	\$447.60	Per Month
August - Active Season (Add/Alternative #3)	Turf Areas Weekly	Weekly Service	\$447.60	Per Month
September - Active Season (Add/Alternative #3)	Turf Areas Weekly	Weekly Service	\$559.50	Per Month
October - Active Season (Add/Alternative #3)	Turf Areas Weekly	Weekly Service	\$447.60	Per Month
November - Dormant Season (Add/Alternative #3)	Turf Areas Bi-Weekly	Bi-Weekly Service	\$223.80	Per Month
December - Dormant Season (Add/Alternative #3)	Turf Areas Bi-Weekly	Bi-Weekly Service	\$223.80	Per Month
January - Dormant Season (Add/Alternative #3)	Turf Areas Bi-Weekly	Bi-Weekly Service	\$223.80	Per Month
February - Dormant Season (Add/Alternative #3)	Turf Areas Bi-Weekly	Bi-Weekly Service	\$223.80	Per Month
March - Dormant Season (Add/Alternative #3)	Turf Areas Bi-Weekly	Bi-Weekly Service	\$223.80	Per Month
			\$4,476.00	
			\$4,476.00	

Alternate Bid Pricing Sheet - Reduced Service Level

Name	Service Level	Service Frequency	Unit Price	Unit
April - Growing Season (Add/Alternative #3)	Turf Areas Weekly	Weekly Service	\$447.60	Per Month
May - Growing Season (Add/Alternative #3)	Turf Areas Weekly	Weekly Service	\$447.60	Per Month
June - Growing Season (Add/Alternative #2)	Turf Areas Weekly	Weekly Service	\$559.50	Per Month
July - Growing Season (Add/Alternative #3)	Turf Areas Weekly	Weekly Service	\$447.60	Per Month
August - Growing Season (Add/Alternative #3)	Turf Areas Weekly	Weekly Service	\$447.60	Per Month
September - Growing Season (Add/Alternative #3)	Turf Areas Weekly	Weekly Service	\$559.50	Per Month
October - Growing Season (Add/Alternative #3)	Turf Areas Weekly	Weekly Service	\$447.60	Per Month
November - Dormant Season (Add/Alternative #3)	Turf Areas Once per Month	Once per Month	\$111.90	Per Month
December - Dormant Season (Add/Alternative #3)	Turf Areas Once per Month	Once per Month	\$111.90	Per Month
January - Dormant Season (Add/Alternative #3)	Turf Areas Once per Month	Once per Month	\$111.90	Per Month
February - Dormant Season (Add/Alternative #3)	Turf Areas Once per Month	Once per Month	\$111.90	Per Month
March - Dormant Season (Add/Alternative #3)	Turf Areas Once per Month	Once per Month	\$111.90	Per Month
			\$3,916.50	
			\$3,916.50	

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.6.

Meeting Date: October 27, 2025

From: Cliff Kelsey, (Public Works Director)

Subject: Purchase request for two (2) Ford F-250 Super Cab 4x4 vehicles to replace units 779 (2005) and 780 (2005) in the total amount of \$133,108.00 from Duval Ford, contract holder for the Florida Sheriffs Association contract FSA 24-VEL-32.

Staff Recommendation:

Staff recommends awarding approval of purchase for two (2) Ford F-250 Super Cab 4x4 from Duval Ford for the Public Works Department, Waste Water Division. These vehicles will be replacing units 779 (2005) and 780 (2005).

Analysis:

This purchase is necessary to support ongoing operations and ensure reliable transportation for the Public Works Department. The new vehicles will enhance operational efficiency and reduce maintenance costs associated with the aging units being replaced.

Procurement Analysis:

The City is utilizing a piggyback procurement method through an existing competitively awarded contract with the Florida Sheriffs Association (Contract FSA 24-VEL-32). A formal quote was obtained from Duval Ford in accordance with this agreement. This approach complies with procurement guidelines and ensures competitive pricing.

Options:

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

Fiscal Impact:

The current Fleet Capital budget includes funding for these replacements.

Account No.	<u>510-5199-519-6413</u>
Project No.	FLEET
WF No.	WF1677134 & 1677135
Requisition	58016
Budget	\$136,000.00

Available	\$136,000.00
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City of Leesburg

Prepared for:

City of Leesburg
Jacob Kent
jacob.kent@leesburgflorida.gov
850-591-4007

Contract Holder

10/8/2025

Duval Ford
Jared Davis
(Work) 904-388-2144
(Fax) 904-387-6816
jared.davis@duvalmotor.com
405 Lane Avenue North
Jacksonville, FL 32258

PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL



We appreciate your interest and the opportunity to quote. Pricing references the **FLORIDA SHERIFFS ASSOCIATION LIGHT VEHICLE CONTRACT FSA 25VEL-33**. If you have any questions regarding this quote please call! Note, Vehicle will be ordered **white exterior** unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.

Labor: \$90/Hr	Parts QTY	Code	Equipment	UNIT PRICE	EXTENDED
	1	X2B CENTRAL	Item 216: 2026 Ford F250 Super Cab 148"WB 4x4. Power Windows, Locks, Keyless Entry	\$ 44,835.00	\$ 44,835.00
	1	LWB.X2B	56" Cab to Axle, 8 Foot Bed	\$ 1,491.00	\$ 1,491.00
	1	Z1	Oxford White exterior	\$ -	\$ -
	1	AS	Medium Dark Slate vinyl, 40/20/40	\$ -	\$ -
	1	99A.44F	6.8L 2V DEVCT NA PFI V8 Gas TorqShift®-G Ten-Speed Automatic with Selectable Drive Modes: Normal, Eco, Slippery Roads, Tow/Haul, Trail (4x2), Off-Road (4x4); N/A on W3C)	\$ -	\$ -
	1	X3E	3.73 Electronic Locking Rear Axle (SRW gas, Standard w/ F-350 99N; N/A w/ Tremor 17Y)	\$ 428.00	\$ 428.00
	1	18B SUPER	Platform Running Boards	\$ 443.00	\$ 443.00
	1	534	COMPLETE TRAILER TOW PACKAGE - HD Availability: Optional on XL, XLT .Includes (52B) Factory Trailer brake controller .Includes trailer plug 6 or 7 way Trailer Plug .Includes hardware pack: Class IV Ball Mount, 2" Ball, Sleeve reducer, pin and clip [Recommend Locking Differential]	\$ 1,736.00	\$ 1,736.00
0	1	(31*)	Ship Thru Qualified body modifier, Discounts Available for Chassis Pre-Payment upon arrival at second stage upfitter. Includes second stage mso, body certification label and pre-delivery inspection. Second Stage MSO required for Tag.	\$ 625.00	\$ 625.00
0	1	KSB 3	8' Knapheide 696 SRW 56" CA (Steel) Requires (31*) Ship thru Second Stage Body Modifier. Includes weight slip, second stage MSO and body certification decal.	\$ 13,529.00	\$ 13,529.00
0	1	SBO 2	Replace Camera	\$ 340.00	\$ 340.00
0	1	SBO 64	Spray Line Box Tops, Cargo Area, and service body tailgate for 8' service bodies	\$ 1,496.00	\$ 1,496.00
0	1	SBO 67	Spray Line Service body bumper tops, sides, and lower body panel between tailgate and bumper	\$ 372.00	\$ 372.00
0	1	LED PKG 1	SD PERIMETER LIGHTING: AMBER/WHITE ALTERNATING A: (2) SOUNDOFF: XF Flush mount [EXFS10002-(Y)] Location: On grill B: (2) SOUNDOFF: XF Flush mount [EXFS10002-(Y)] Location: Taillight flashers	\$ 646.00	\$ 646.00
0	1	TINTA	Tint All Windows 4 Door Including Windshield Strip	\$ 357.00	\$ 357.00
0	1	WT 250 EC4	Weather Tech Laser Cut mats Ext Cab FRONT AND REAR (4410511v, 446975)	\$ 256.00	\$ 256.00
0		TOTAL LABOR HOURS			
		Additional Notes			
UNIT COST					\$ 66,554.00
TOTAL QUANTITY					1
TOTAL PURCHASE					\$ 66,554.00

Additional Options for Consideration

QTY	CODE	Description	PRICE	SELECT
0	SBO 3	Masterlock 8'-9'	\$ 789.00	Y/N
0	SBO 6	Compartment Lights 8'-9'	\$ 680.00	Y/N
0	IGP575	Premium Care National Chassis Fleet Plan, [w/Gas Engine]five Year Term at 75000 total expiration mileage at \$0 deductible. Plan pricing April 2025.. Pricing governed at Msrp Rates in Florida, discounts not permitted.	\$ 2,125.00	Y/N

STANDARD EQUIPMENT PER FORD MOTOR COMPANY ORDER GUIDE 10/1/2025

SE FSD A	MECHANICAL • Brakes – Power four-wheel Disc Brakes with Anti-Lock Brake System (ABS) • Engine — F-250/F-350: 6.8L 2V DEVCT NA PFI V8 Gas — F-450: 6.7L 4 Valve OHV Power Stroke® V8 Turbo Diesel B20 • Transmission — TorqShift®-G Ten-Speed Automatic with Selectable Drive Modes: Normal, Eco, Slippery Roads, Tow/Haul (6.8L Gas) — TorqShift® Ten-Speed Automatic with Selectable Drive Modes: Normal, Eco, Slippery Roads, Tow/Haul (6.7L Diesel)
SE FSD B	EXTERIOR • Doors — Two (Regular Cab only) — Four (SuperCab/Crew Cab only) • Glass — Solar-Tinted, complete (Std. XL) — Privacy (Std. XLT, Lariat, King Ranch®, and Platinum; NA frontseat windows) • Jack — Three ton mechanical (F-250/F-350 SRW) — Four ton hydraulic (F-350 DRW/F-450) • Lamps – pickup box and cargo area • Manual Locking Front Hub (4x4) • Moldings – tailgate and box-rail • Spare tire, wheel, & frame mounted carrier • Tailgate – removable w/ power lock, black handle • "Three-Blink" lane change signal • Tie-down hooks – pickup box, four (4) • Tow hooks – front, two (2) • Trailer Tow Package – 7 wire harness w/relays and 7/4 pin connector
SE FSD C	INTERIOR/COMFORT • Convenience — Coat hooks – LH/RH color-coordinated — Dash top tray — Dome Lamp – LH/RH door activated & I/P switch operated w/delay — Handles, grab – driver & front-passenger — Handles, roof ride – front-passenger (also over rear-doors on Crew Cab) — Map lights – dual (front and rear w/Crew Cab) — Powerpoint, auxiliary — Power Equipment Group – 1st row (front-seat) windows w/onetouch up/down, power 2nd row (rear-seat) windows; power doorlocks w/backlit switches & accessory delay; power tailgate lock • Door-Trim – color-coordinated, molded w/armrest/grab handle & reflector • Headliner – color-coordinated cloth
SE FSD D	INTERIOR/COMFORT (continued) • Hood release • Horn – dual electric • Instrument panel – color-coordinated w/ glove box, 4 air registers w/positive shut off, powerpoint • Scuff plates – front, color-coordinated; • Steering – power • Steering damper • Windshield wipers – intermittent
SE FSD E	SAFETY/SECURITY • AdvanceTrac® with RSC® (Roll Stability Control™) • Airbags — Driver and Passenger frontal and side airbag/curtain — Passenger side airbag deactivation switch • Center High-mounted Stop Lamp (CHMSL) • Child tethers (Regular Cab, front-passenger and all rear-seating positions) • Individual Tire Pressure Monitoring System (TPMS) • Safety Belts — Belt-Minder® front safety belt reminder – chime and flashing warning light on instrument cluster if belts not buckled — Color-coordinated w/height adjustment (front-outboard seating positions only) • SecuriLock® Passive Anti-Theft System (PATS) • SOS Post-Crash Alert System™ • Stationary Elevated Idle Control (SEIC) • Ford Security Package (1-year included with activation)

SE FSD F	FUNCTIONAL • Alternator — 157 160 (Std. XL) — 190 Amp (Std. XLT and Lariat) — 410 Amp Dual Alternators (250 Amp +160 Amp) (Std. King Ranch®, and Platinum) • Axle — Twin I-beam front axle w/coil spring suspension (narrow front track) – 4x2 (F-250 and F-350) — Mono-beam front axle w/coil spring suspension (narrow front track) – 4x4 (F-250 and F-350) — Mono-beam front axle w/coil spring suspension (wide front track) (F-450) — Rear – Non-Limited-Slip (F-250/F-350) — Rear – 4.30 Limited-Slip (F-450) • Battery — Gas engine – Grp65 68AH 750-CCA, AGM — Diesel engine – 750-CCA, 68-AH, dual AGM (6.7L Power Stroke® Diesel engine) • Oil minder system • Shock absorbers – heavy-duty gas • Stabilizer bar – front
SE FSD G	FUEL TANKS • 29 gallon (Diesel Engine) –142" or 148" wheelbase • 34 Gallon (Diesel Engine) – 160" or 164" wheelbase • 34 Gallon (Gas Engine) – N/A 176" wheelbase • 48 Gallon (Gas Engine) – 176" wheelbase • 48 Gallon (Diesel Engine) – 176" wheelbase

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.1.

Meeting Date: October 27, 2025

From: Joe Iozzi, (Police Chief)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the City Commission to review the annual report for School Zone Speed Detection Systems from October 1, 2024, through June 30, 2025, as required by Florida State Statute 316.0776(3)(c); and providing an effective date.

Staff Recommendation:

Approve the resolution authorizing the City Commission to review the School Zone Speed Detection System data summary from October 1, 2024, through June 30, 2025, as required by law.

Analysis:

Each year the Commission must review the School Zone Speed Detection System Data consisting of number of violations issued, number of violations contested, number of violations upheld, number of violations dismissed, number of violations issued as a uniform traffic citation, number of violations paid and how the collected funds were distributed and in what amounts. The report must be read aloud.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

N/A

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE CITY COMMISSION TO REVIEW THE ANNUAL REPORT FOR SCHOOL ZONE SPEED DETECTION SYSTEMS FROM OCTOBER 1, 2024, THROUGH JUNE 30, 2025, AS REQUIRED BY FLORIDA STATE STATUTE 316.0776(3)(C); AND PROVIDING AN EFFECTIVE DATE.

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

THAT the City Commission is hereby authorized to review the annual report for School Zone Speed Detection Systems from October 1, 2024, through June 30, 2025, as required by Florida State Statute 316.0776(3)(c)

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 27th day of October 2025.

Mayor

ATTEST:

City Clerk



altumint

SAFE COMMUNITIES. SMART SOLUTIONS.

City of Leesburg
Annual Report
October 1, 2024 – June 30, 2025

Annual Reporting

Leesburg, Lake County



Jurisdiction (District)	Leesburg
County	Lake County
Reporting_period	10/01/2024 - 06/30/2025
Camera_type	SPD / 2
NOVs_issued	19662
NOVs Paid	13096
NOVs _pending	6330
NOVs _contested	160
NOVs_contested_upheld	61
NOVs_dismissed	15
NOVs_issued_as.UTC	0

*NOV=Notice of Violation

Annual Reporting

Leesburg, Lake County



Total Payments/Deposits	\$ 1,276,576.22
# of Paid Citations	12,872
State of Florida (23%)	\$ 294,177.65
County School District (12%)	\$ 153,483.98
School Crossing Guard (5%)	\$ 63,951.67
Net Disbursement to Leesburg	\$ 360,952.12
Net Disbursement to Altumint	\$ 406,467.80

Annual Reporting

Leesburg, Lake County



Expenses 10/01/2024-06/30/2025		
Personnel Expenses		
<i>Account</i>	<i>Expended</i>	<i>Description</i>
12-10/12-80 Labor/Benefits	\$11,858.12	Manage program, review/issue violations, Crossing Guard salary
Operating Expenses		
<i>Account</i>	<i>Expended</i>	<i>Description</i>
31-10 Professional Services	\$1,940.00	Hearing Officer for reviewing cases
52-10 Operating Supplies	\$163.10	Office supplies
52-40 Crossing Grd/Cam	\$28,128.00	Re-stripe pavement markings in (3) school zones & (19) new school zone flashers installed
Total expended:	\$42,089.22	



Thank You!



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.2.

Meeting Date: October 27, 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 Renewal Lease Agreement between the City of Leesburg and Mid Florida Chapter 534 Experimental Aircraft Association; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the one-year lease renewal with EAA.

Analysis:

The EAA is a non-profit organization located in the hangar at 8701 Airport Boulevard, Suite 103 at Leesburg International Airport. Activities include aircraft owner maintenance seminars, flight safety instruction and aircraft building projects to name a few. The EAA chapter assists the City in promoting the Airport to the public and outside businesses and pilots, by hosting a variety of events: Eagle and Young Eagle Flights, youth and underprivileged kids' exposure to aviation and flight tours, regular fly-ins and pancake breakfasts.

By City Resolution 10,795, the Commission approved a five-year lease beginning April 1, 2021, and ending March 31, 2026. The lease contains a provision permitting the Lessee to extend the term for one additional year by giving the Lessor written notice no later than 90 days prior to expiration of the initial term. The Airport Manager received the request to renew, from EAA Chapter 534 President, Mr. Michael Hage, on September 25, 2025.

The Airport Advisory Board reviewed the lease renewal at the October 9, 2025, meeting and unanimously recommended approval.

The renewal term shall commence on April 1, 2026, and end on March 31, 2027.

Procurement Analysis:

N/A

Options:

1. Approve and execute the one-year renewal extension with Mid Florida Chapter 534 Experimental Aircraft Association, Inc.; or,

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

Fiscal Impact:

Rent is based on in-kind services. Each individual activity has an associated reasonable value which both parties, the City and EAA, agreed upon and are documented in the 2021 Lease.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
A RENEWAL LEASE AGREEMENT BETWEEN THE CITY OF LEESBURG
AND MID FLORIDA CHAPTER 534 EXPERIMENTAL AIRCRAFT
ASSOCIATION; 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 Mid Florida Chapter 534 Experimental Aircraft Association, Inc.

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 27th day of October 2025.

Mayor

ATTEST:

City Clerk

LEASE RENEWAL

THIS RENEWAL is entered into between **THE CITY OF LEESBURG, FLORIDA**, as Lessor, and **MID FLORIDA CHAPTER 534 EXPERIMENTAL AIRCRAFT ASSOCIATION, INC.**, as Lessee.

WHEREAS, by Resolution 10,795, Lessor and Lessee entered into a Renewal Lease Agreement and Agreement for Promotional Services (the "Lease") dated January 25, 2021, for premises at Leesburg International Airport, and

WHEREAS, the term of the Lease commenced on April 1, 2021, and is set to expire on March 31, 2026, and contains a provision permitting Lessee to extend the term for one additional year, and

WHEREAS, Lessee has given timely notice of intent to renew for an additional year,

NOW THEREFORE, for and in consideration of the Lease, the mutual covenants and promises contained in this Renewal, the sum of \$10.00, and other good and valuable considerations in hand paid and given by each party to the other, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree that the Lease shall be extended for an additional term of one year, commencing on April 1, 2026, and ending on March 31, 2027.

All other terms and conditions of the Lease shall remain in full force and effect as originally executed, and shall be binding on both parties during the renewal term.

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

THE CITY OF LEESBURG, FLORIDA

BY: _____
ALAN REISMAN, Mayor

ATTEST: _____
J. ANDI PURVIS, City Clerk

DATE: _____

APPROVED AS TO FORM AND CONTENT:

CITY ATTORNEY

WITNESSES (two required):

FRANK CAPONE (P)
(Type or print name of witness)

Robert Paulus
Robert Paulus
(Type or print name of witness)

MID FLORIDA CHAPTER 534
EXPERIMENTAL AIRCRAFT
ASSOCIATION, INC.

BY: Michael Hage
MICHAEL HAGE, President

DATE: 9/23/25

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.3.

Meeting Date: October 27, 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. 457808-1-94-01, between the City of Leesburg and the State of Florida Department of Transportation, for the purpose of obtaining funding for the Taxiway Delta, A1, A2, & A3 Construction project 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. 457808-1-94-01.

Analysis:

The Leesburg Airport has identified the need to reconstruct airfield pavement on Taxiway A1, A3 and Delta. Taxiway A2 needs to be relocated to eliminate the direct access from the aircraft parking apron to Runway 13/31. Associated lighting and signage are also included in the project scope.

At a previous Commission meeting, the City accepted a FAA grant in the amount of 2,510,966.00 or 95% of the project costs. The FDOT is providing a grant for \$105,135.00 or 4% of the state-eligible project costs.

Procurement Analysis:

N/A

Options:

1. Approve the resolution authorizing execution of the PTGA with FDOT; or,
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Funds for this project was included in last fiscal year and will be rolled to the current year. Approval of this grant will bring in \$105,135.00 from FDOT.

Account No. 048-0000-334-4100

Project No. 480003

WF No.

WF1450922/2

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. 457808-1-94-01, BETWEEN THE CITY OF LEESBURG AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, FOR THE PURPOSE OF OBTAINING FUNDING FOR THE TAXIWAY DELTA, A1, A2, & A3 CONSTRUCTION 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, for the purpose of obtaining grant funds.

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 27th day of October 2025.

Mayor

ATTEST:

City Clerk

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Financial Project Number(s): (item-segment-phase-sequence) 457808-1-94-01	Fund(s): Work Activity Code/Function: Federal Award Identification Number (FAIN) – Transit only:	DPTO 215 N/A N/A	FLAIR Category: 088719 Object Code: 740100 Org. Code: 55052000531 Vendor Number: VF596000362006
Contract Number:	Federal Award Date:		
CFDA Number: N/A	Agency UEI Number:		
CFDA Title: N/A			
CSFA Number: N/A			
CSFA Title: N/A			

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 Construction for Taxiway D, A1, A2, A3 Rehabilitation 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 \$2,628,362. 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 \$105,135 and, the Department's participation in the Project shall not exceed 4.00% 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:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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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 Leesburg International Airport (LEE) has identified the need to reconstruct airfield pavement on Taxiway D; and Taxiways A1 and A3 are in need of reconstruction and geometry correction based on the latest FAA guidance. In addition, Taxiway A2 needs to be relocated to eliminate the direct access from the aircraft parking apron to Runway 13-31. During this project airfield lighting and signage will be modified to match the revised geometry and current FAA guidance. The relocation of Taxiway A2 and additional pavement required to meet current standards will be addressed in the stormwater permit application submittal to St. Johns River Water Management District (SJRWMD).

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, survey and geotechnical costs, permitting, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, pavement enhancement or reconstruction (with concrete, asphalt, rejuvenators, or sealants), joint rehabilitation for PCC pavement, pavement markings (removal and new), airfield lighting system, signage improvements (includes conduits, lights, conductors, cans, lightning protection, and vault upgrades), drainage, stormwater structures, fencing and gates, and sodding, including all materials, equipment, labor, and incidentals required to rehabilitate/reconstruct the taxiway pavement.

The specifics of the project scope for construction are described in and limited by the project construction plans LEESBURG INTERNATIONAL AIRPORT TAXIWAY A1, A3, & D RECONSTRUCTION AND TAXIWAY A2 RELOCATION prepared by Avcon, Inc., dated June 2024, 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.

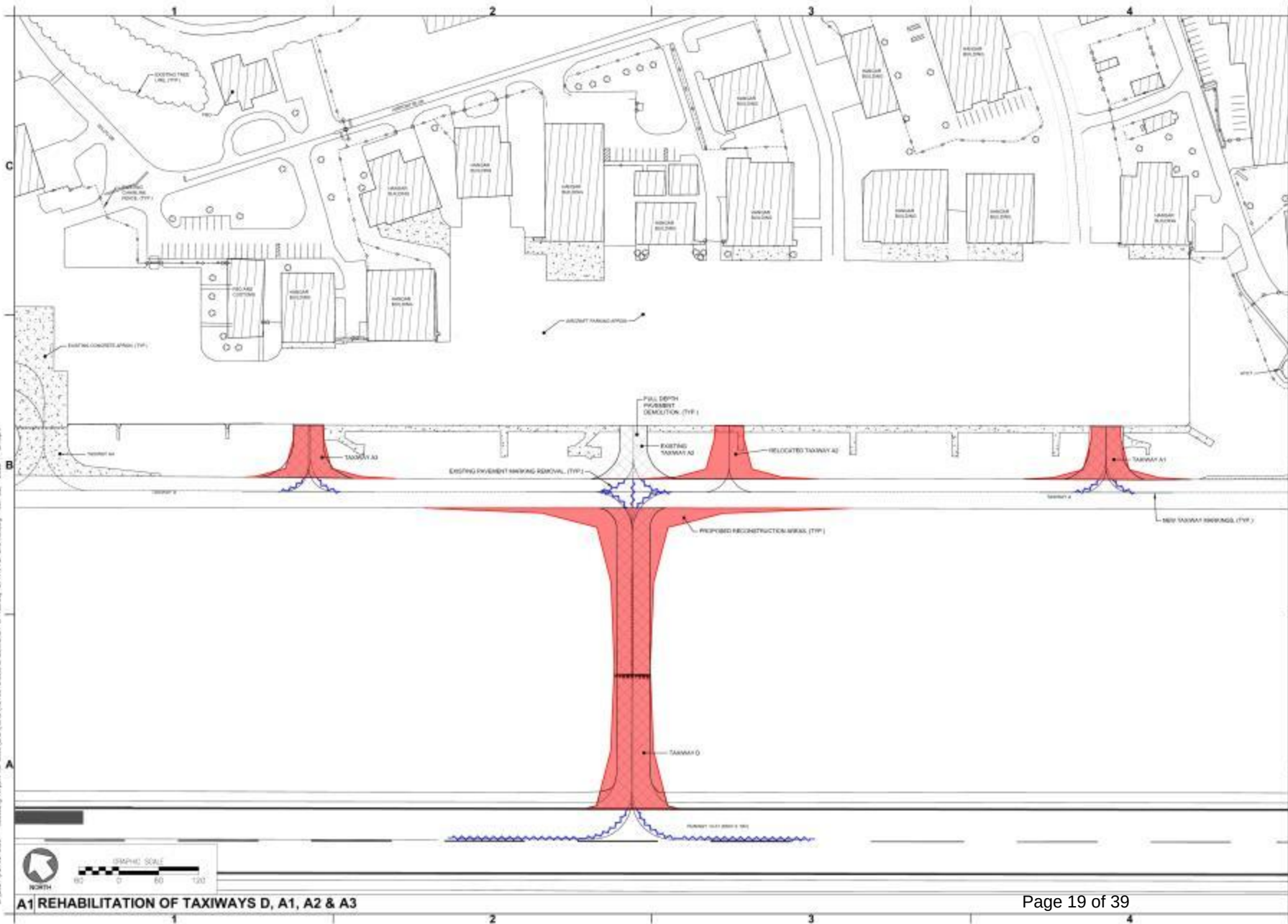
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REHABILITATION OF TAXIWAYS D, A1, A2 & A3



gai consultants
 (781) 661-1111
 875A SOUTH ST., SUITE 700
 SPANGLER, FLORIDA 32917
 PHONE: (813) 423-6388
 30-801

EXHIBIT



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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
457808-1-94-01	DPTO	088719	2026	740100	N/A	N/A	\$105,135.00
457808-1-94-01	FAA	088719	2026	740100	N/A	N/A	\$2,496,944.00
457808-1-94-01	LF	088719	2026	740100	N/A	N/A	\$26,283.00
Total Financial Assistance							\$2,628,362.00

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	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	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	\$105,135.00	\$26,283.00	\$2,496,944.00	\$2,628,362.00	4.00	1.00	95.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$105,135.00	\$26,283.00	\$2,496,944.00	\$2,628,362.00			

*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.

Luciana Taylor

Department Grant Manager Name

Signature

Date

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EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. Design and Construction Standards and Required Approvals.

- 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, Luciana 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 Luciana 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.

**PUBLIC TRANSPORTATION
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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

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.4.

Meeting Date: October 27, 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 services agreement with Ranger Construction Industries, Inc., for the Taxiway Delta, A1, A2, & A3 Construction 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., for an amount not to exceed \$2,468,361.90.

Analysis:

The Leesburg Airport has identified the need to reconstruct airfield pavement on Taxiway A1, A3 and Delta. Taxiway A2 needs to be relocated to eliminate the direct access from the aircraft parking apron to Runway 13/31. Associated lighting and signage are also included in the project scope.

Procurement Analysis:

The Purchasing Division issued Invitation to Bid (ITB) 2501401 on April 2, 2025, for Construction of Taxiway Delta, A1, A2, & A3 Construction. The opportunity was posted to the City's online solicitation platform. On May 8, 2025, Purchasing received and opened four (4) bid responses via virtual Zoom meeting.

Following review of the bids by Staff and the Engineer of Record, Ranger Construction Industries, Inc., was determined to be the lowest responsible and responsive bidder. A summary of the bids is provided here:

1. Ranger Construction Industries, Inc.	\$2,468,361.90
2. C.W. Roberts Contracting, Inc.	\$2,484,484.00
3. Bulldog Sitework, LLC	\$2,516,261.16
4. Dickerson Infrastructure, Inc.	\$2,648,360.00

Options:

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

Fiscal Impact:

Funds for this project was included in last year's Airport Capital budget and will be rolled to the current budget. This project is funded by FAA and FDOT reimbursable grants. The Airport's local share of this construction contract is \$24,684.00 or 1%.

Account No.	048-8099-542-6310
Project No.	480003
WF No.	WF1450922/2
Requisition	57459
Budget	\$2,468,362.00
Available	\$2,468,362.00

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 RANGER
CONSTRUCTION INDUSTRIES, INC., FOR THE TAXIWAY DELTA, A1, A2,
& A3 CONSTRUCTION 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 1645 N. Congress Avenue, West Palm Beach, Florida 33409.

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 27th day of October 2025.

Mayor

ATTEST:

City Clerk

CONTRACT
Contract No. 2501401
Leesburg International Airport Taxiway A1, A3, and D Reconstruction & Taxiway A2
Relocation

THIS AGREEMENT is made as of the ____ day of June in the year 2025, between **The City of Leesburg**, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the “CITY”), and **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) 2501401, Leesburg International Airport Taxiway A1, A3, & D Reconstruction and Taxiway A2 Relocation Project; and
- c. CONTRACTOR response to IFB 2501401 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 “**Leesburg International Airport Taxiway A1, A3, & D Reconstruction and Taxiway A2 Relocation Project**” to the CITY as listed in Invitation for Bid 2501301. 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 **\$2,468,361.90**. 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: 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.

RANGER CONSTRUCTION INDUSTRIES, INC.



[Signature]
F. Scott Fowler
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'



IFB 2501401 Leesburg International Airport Taxiway A1, A3, & Reconstruction and Taxiway A2 Relocation

Revised Itemized Bid Form - 4/21/2025

1	P-101	COLD MILLING EXISTING PAVEMENT, FULL DEPTH	8,000	SY	\$ 10.25	\$ 81,500.00
2	P-101	PAVEMENT MARKING REMOVAL	3,000	SF	\$ 4.60	\$ 13,800.00
3	P-101	REMOVAL OF EXISTING DRAINAGE PIPE	360	LF	\$ 28.70	\$ 10,308.00
4	P-101	REMOVAL OF EXISTING CONCRETE FLUME	400	SY	\$ 24.80	\$ 11,316.00
5	P-101	REMOVAL OF EXISTING DRAINAGE STRUCTURE	4	EACH	\$ 3,040.00	\$ 12,160.00
6	P-152	UNCLASSIFIED EXCAVATION	3,700	CY	\$ 19.45	\$ 71,965.00
7	P-211	LIME ROCK BASE COURSE	1,900	CY	\$ 73.80	\$ 140,220.00
8	P-212	RE-GRADE EXISTING LIME ROCK BASE COURSE	800	SY	\$ 7.35	\$ 5,880.00
9	P-401	ASPHALT SURFACE COURSE	1,900	TON	\$ 191.40	\$ 363,660.00
10	P-403	ASPHALT BASE COURSE	500	TON	\$ 221.50	\$ 110,750.00
11	P-602	EMULSIFIED ASPHALT PRIME COAT	1,820	GAL	\$ 8.30	\$ 15,106.00
12	P-603	EMULSIFIED ASPHALT TACK COAT	800	GAL	\$ 4.85	\$ 3,880.00
13	P-610	NEW 6" THICK CONCRETE FLUME	10	CY	\$ 641.50	\$ 6,415.00
14	P-620	PAVEMENT MARKINGS, WATERBORNE PAINT, WITH TYPE I REFLECTIVE MEDIA	3,900	SF	\$ 3.45	\$ 13,455.00
15	P-620	PAVEMENT MARKINGS, WATERBORNE PAINT, WITHOUT REFLECTIVE MEDIA	5,000	SF	\$ 1.15	\$ 5,750.00
16	P-620	HALF-RATE PAVEMENT MARKINGS, WATERBORNE PAINT, WITHOUT REFLECTIVE MEDIA	3,900	SF	\$ 0.60	\$ 2,340.00
17	T-904	SODDING	29,000	SY	\$ 4.00	\$ 116,000.00
18	D-701	24" REINFORCED CONCRETE PIPE, CLASS III	200	LF	\$ 189.70	\$ 37,940.00
19	D-701	FDOT CROSS DRAINED MITERED END SECTION, SINGLE BARREL	4	EACH	\$ 8,300.00	\$ 33,200.00
20	GP-80	CONSTRUCTION SAFETY AND PHASING PLAN COMPLIANCE	1	LS	\$ 247,237.00	\$ 247,237.00
21	GP-80	STABILIZED ACCESS ROAD	1	LS	\$ 171,000.00	\$ 171,000.00
22	---	Gopher Tortoise Survey/Protection	1	LS	\$ 3,590.00	\$ 3,590.00
23	---	Gopher Tortoise Permit	1	ALLOW	\$ 8,000.00	\$ 8,000.00
24	---	Gopher Tortoise Burrow Excavation and Relocation	1	ALLOW	\$ 25,000.00	\$ 25,000.00
25	---	INSTALL NEW APRON TIE-DOWNS	12	EACH	\$ 2,990.00	\$ 35,880.00
26	SP-104-1	TEMPORARY POWER AND TEMPORARY AIRFIELD LIGHTING	1	LS	\$ 5,750.00	\$ 5,750.00
27	SP-105-1	ELECTRICAL DEMOLITION	1	LS	\$ 12,100.00	\$ 12,100.00
28	L-108-1	1/2 L-824 TYPE C - UNSHIELDED 88 AWG 5KV STRANDED COPPER CABLE, INSTALLED IN DUCT OR CONDUIT	8,500	LF	\$ 2.40	\$ 20,400.00
29	L-108-2	1/2 L-824 TYPE C - UNSHIELDED 88 AWG 5KV STRANDED COPPER CABLE, INSTALLED OVER DUCT OR CONDUIT	8,000	LF	\$ 3.35	\$ 26,800.00
30	L-108-3	0.75" DIAMETER BY 10.00' LONG COPPER CLAD STEEL SECTIONAL GROUND ROD	250	EA	\$ 23.00	\$ 5,750.00
31	L-110-1	1 WAY 2" SCHEDULE 40 PVC DIRECT EARTH BURIED DUCT	5,400	LF	\$ 8.30	\$ 44,820.00
32	L-110-2	1 WAY 2" SCHEDULE 40 PVC CONCRETE ENCASED DUCT	280	LF	\$ 65.50	\$ 18,340.00
33	L-110-3	2 WAY 2" SCHEDULE 40 PVC CONCRETE ENCASED DUCT	129	LF	\$ 82.80	\$ 10,681.20
34	L-110-4	1 WAY 4" SPLIT DUCT	50	LF	\$ 23.00	\$ 1,150.00
35	L-115-1	L-887B JUNCTION CAN	2	EA	\$ 3,220.00	\$ 6,440.00
36	L-115-2	JUNCTION CAN PLAZA - TWO L-887D CANS	2	EA	\$ 5,880.00	\$ 11,760.00
37	L-125-1	L-881(R) OMNIDIRECTIONAL, BLUE, LED, TAXIWAY EDGE LIGHT	60	EA	\$ 1,950.00	\$ 117,000.00
38	L-125-2	L-881(L) OMNIDIRECTIONAL, BLUE, LED, TAXIWAY EDGE LIGHT (A)	2	EA	\$ 4,370.00	\$ 8,740.00
39	L-125-3	FIELD LIGHTNING ARRESTOR ASSEMBLY	8	EA	\$ 1,670.00	\$ 13,360.00
40	L-125-4	L-888(L) SIGN - SINGLE/DOUBLE FACE, LED, SIZE 2 - 1 MODULE	2	EA	\$ 8,280.00	\$ 16,560.00
41	L-125-5	L-888(L) SIGN - SINGLE/DOUBLE FACE, LED, SIZE 2 - 2 MODULE	4	EA	\$ 8,850.00	\$ 35,400.00
42	L-125-6	L-888(L) SIGN - SINGLE/DOUBLE FACE, LED, SIZE 2 - 3 MODULE	7	EA	\$ 9,200.00	\$ 64,400.00
43	L-125-7	L-888(L) SIGN - SINGLE/DOUBLE FACE, LED, SIZE 2 - 4 MODULE	1	EA	\$ 9,430.00	\$ 9,430.00
44	L-125-8	L-888C SIGN - SINGLE FACE, NON-LIGHTED, TAXIWAY END MARKER	1	EA	\$ 4,830.00	\$ 4,830.00
45	---	NEW CONCRETE FABRIC FORM EROSION CONTROL SYSTEM	710	SY	\$ 108.25	\$ 76,857.50
46	---	DANDY POP STORM DRAIN INLET PROTECTION	1	EACH	\$ 149.40	\$ 149.40
47	C-100	CONTRACTOR QUALITY CONTROL PLAN (CQCP)	1	LS	\$ 9,330.00	\$ 9,330.00
48	C-102	TEMPORARY AIR & WATER POLLUTION, SOIL EROSION, & SILTATION CONTROL	1	LS	\$ 200,000.00	\$ 200,000.00
49	C-105	FIELD OFFICE EQUIPMENT	1	LS	\$ 1.00	\$ 1.00
50	C-105	FIELD OFFICE	1	LS	\$ 1.00	\$ 1.00
51	C-105	MOBILIZATION (10% MAXIMUM)	1	LS	\$ 245,400.00	\$ 245,400.00
TOTAL SHALL MATCH PROPOSAL BID FORM					TOTAL BASE BID	\$ 2,458,361.90

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.5.

Meeting Date: October 27, 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 oversight services, for the Taxiway Delta, A1, A2, & A3 Construction 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 not to exceed \$160,000.00.

Analysis:

The Leesburg Airport has identified the need to reconstruct airfield pavement on Taxiway A1, A3 and Delta. Taxiway A2 needs to be relocated to eliminate the direct access from the aircraft parking apron to Runway 13/31. Associated lighting and signage are also included in the project scope.

Procurement Analysis:

The City approved an Agreement for Professional Services on a Continuing Basis, by Resolution 11,769, dated 1/22/2024, with AVCON, Inc. This Task Order is being made under the terms and conditions of that continuing services agreement. The Task Order can be made in accordance with the City's agreement and Florida Statute 287.055 – Consultants Competitive Negotiation Act (CCNA).

Options:

1. Approve and execute the Task Order with AVCON, Inc.; or,
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Funds for this project was included in last year's Airport Capital Projects budget. These funds will be rolled to the current fiscal year. This project is funded by FAA and FDOT reimbursable grants. The Airport's local share of this Task Order is \$1,600.00 or 1%.

Account No. 048-8099-542-6310
Project No. 480003
WF No. WF1450922/2
Requisition 57574

Budget	\$160,000.00
Available	\$160,000.00

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 OVERSIGHT SERVICES, FOR THE TAXIWAY DELTA, A1, A2, & A3 CONSTRUCTION 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 27th day of October 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
TAXIWAYS D, A1 AND A3 RECONSTRUCTION AND TAXIWAY A2 RELOCATION
BIDDING AND CONSTRUCTION PHASE SERVICES**

3. **Compensation.**

The PROFESSIONAL shall perform the Scope of Services for an amount of **\$160,000.00**. 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: 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
Taxiways D, A1 and A3 Reconstruction and Taxiway A2 Relocation
Bidding and Construction Phase Services

PROJECT DESCRIPTION:

The Leesburg International Airport (LEE) has identified the need to reconstruct airfield pavement on Taxiway D; and Taxiways A1 and A3 are in need of reconstruction and geometry correction based on the latest FAA guidance. In addition, Taxiway A2 needs to be relocated to eliminate the direct access from the aircraft parking apron to Runway 13-31. The project limits are depicted on Attachment C. During the project, airfield lighting and signage will be modified to match the revised geometry and current FAA guidance. The relocation of Taxiway A2 and additional pavement required to meet current standards necessitate drainage system modifications required by St. John's River Water Management District (SJRWMD).

PROJECT JUSTIFICATION:

The 2022 FDOT Airfield Pavement Management Report reflects the need for reconstruction of Taxiway D which has a PCI of 55. Taxiways A1 and A3 have PCI values of 56 and 54 respectively, and do not meet the current FAA geometric standards. Relocation of Taxiway A2, PCI 63, is shown on the current ALP and will remove the direct connection from the aircraft parking apron to Runway 13-31.

TASKS AND COST:

This scope of services includes Construction Phase Services. Total Lump Sum cost of this scope of services is **\$160,000.00**.

SERVICES:

Administration

The CONSULTANT shall aid the SPONSOR by acting as its liaison and Project coordinator with the FAA and FDOT during the Project's 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.

Bidding Phase

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 FAA and FDOT during the bidding process.

- Bidding.
 - 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.

Construction Phase

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 FAA and 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 FAA and FDOT.
- Schedule and conduct a pre-construction conference. Prepare and distribute meeting minutes.
- Schedule and conduct 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, FAA, 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, FAA and FDOT.
- Perform an orderly closeout of the Project as required by the SPONSOR, FAA and FDOT.

Construction Observation

Construction Observation shall consist of observation on a full-time basis by an engineer/inspector who will also:

- Maintain the Project records in accordance with FAA and 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.
- Attend pre-construction conference and weekly progress meetings.
- 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 the SPONSOR, FAA and FDOT.

The construction contract has a 85-calendar day duration from the full notice to proceed. This scope and fee assume that there will be full-time inspection of the project, and it is assumed that one person will be onsite daily, and another person will be onsite once a week for a coordination/progress meeting.

The CONSULTANT agrees to perform the Construction Observation services for this Project during the construction contract period, estimated to be as follows:

Pre-Construction:	5 days
Full-time Inspection:	60 days
Post-Construction:	5 days

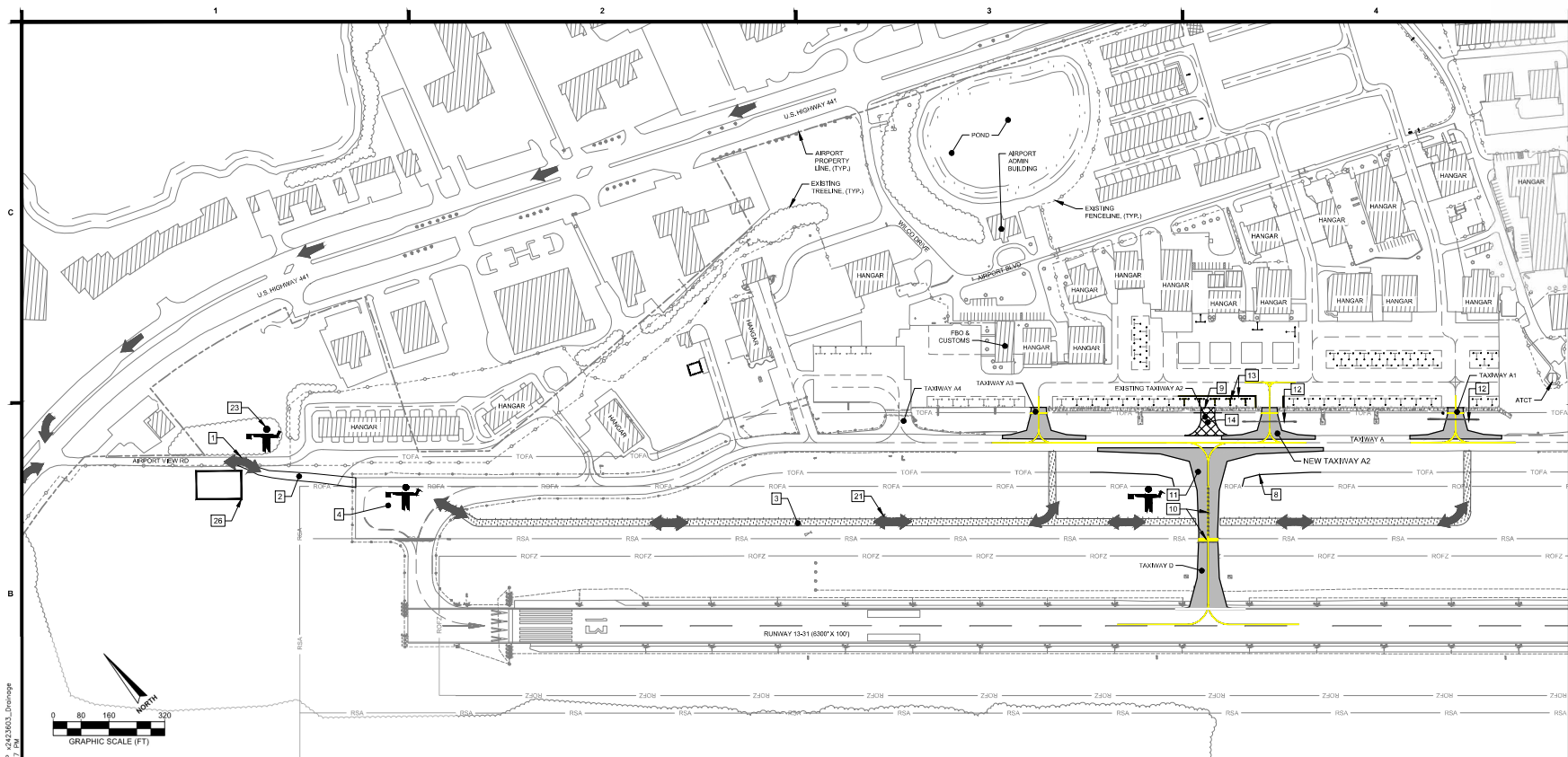
END OF ATTACHMENT A

ATTACHMENT B - HOUR AND FEE PROPOSAL
CONSTRUCTION SERVICES FOR TAXIWAYS D, A1 AND A3 RECONSTRUCTION AND TAXIWAY A2 RELOCATION
LEESBURG INTERNATIONAL AIRPORT

04/14/2025

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	BIDDING															
1.1	Grant Administration and Project Coordination	4	\$ 1,240	4	\$ 920		\$ -		\$ -		\$ -		\$ -	8	\$ 2,160	\$ -
1.2	Prepare bid documents for distribution		\$ -	8	\$ 1,840	24	\$ 3,600		\$ -	8	\$ 960		\$ -	40	\$ 6,400	\$ -
1.3	Assist with advertisement		\$ -	4	\$ 920		\$ -		\$ -	4	\$ 480		\$ -	8	\$ 1,400	\$ -
1.4	Attend and prepare meeting minutes for pre-bid conference		\$ -	4	\$ 920	4	\$ 600		\$ -	4	\$ 480		\$ -	12	\$ 2,000	\$ -
1.5	Respond to bidder questions, issue addenda		\$ -	8	\$ 1,840	8	\$ 1,200		\$ -	4	\$ 480		\$ -	20	\$ 3,520	\$ -
1.6	Attend bid opening		\$ -	8	\$ 1,840		\$ -		\$ -		\$ -		\$ -	8	\$ 1,840	\$ -
1.7	Prepare bid tabulation and recommendation of award		\$ -	4	\$ 920		\$ -		\$ -	4	\$ 480		\$ -	8	\$ 1,400	\$ -
	Subtotal	4	\$ 1,240	40	\$ 9,200	36	\$ 5,400	0	\$ -	24	\$ 2,880	0	\$ -	104	\$ 18,720	\$ -
2	CONSTRUCTION ADMINISTRATION															
2.1	Grant Administration and Project Coordination	4	\$ 1,240	8	\$ 1,840		\$ -		\$ -		\$ -		\$ -	12	\$ 3,080	\$ -
2.2	Pre-Construction meeting		\$ -	4	\$ 920	8	\$ 1,200		\$ -		\$ -		\$ -	12	\$ 2,120	\$ -
2.3	Weekly Construction meetings		\$ -		\$ -	72	\$ 10,800		\$ -		\$ -		\$ -	72	\$ 10,800	\$ -
2.4	Submittal review and approval, RFI resolution		\$ -	8	\$ 1,840	16	\$ 2,400		\$ -	16	\$ 1,920		\$ -	40	\$ 6,160	\$ -
2.5	Pay application review and approval		\$ -		\$ -	12	\$ 1,800		\$ -	12	\$ 1,440		\$ -	24	\$ 3,240	\$ -
2.6	Final punchwalk, final punchlist, and final inspection		\$ -	8	\$ 1,840	16	\$ 2,400		\$ -	4	\$ 480		\$ -	28	\$ 4,720	\$ -
2.7	Project closeout		\$ -	4	\$ 920	8	\$ 1,200		\$ -	4	\$ 480		\$ -	16	\$ 2,600	\$ -
	Subtotal	4	\$ 1,240	32	\$ 7,360	132	\$ 19,800	0	\$ -	36	\$ 4,320	0	\$ -	204	\$ 32,720	\$ -
3	CONSTRUCTION OBSERVATION															
3.1	Pre-Construction Coordination		\$ -		\$ -		\$ -	40	\$ 5,600		\$ -		\$ -	40	\$ 5,600	\$ -
3.2	On-site construction observation		\$ -		\$ -		\$ -	600	\$ 84,000		\$ -		\$ -	600	\$ 84,000	\$ -
3.3	Post-construction records preparation		\$ -		\$ -		\$ -	40	\$ 5,600		\$ -		\$ -	40	\$ 5,600	\$ -
	Subtotal	0	\$ -	0	\$ -	0	\$ -	680	\$ 95,200	0	\$ -	0	\$ -	680	\$ 95,200	\$ -
4	QUALITY ASSURANCE MATERIAL TESTING															
4.1	Quality Assurance Material Testing		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -	\$ 13,360
	Subtotal	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 13,360
	Total	8	\$ 2,480	72	\$ 16,560	168	\$ 25,200	680	\$ 95,200	60	\$ 7,200	0	\$ -	988	\$ 146,640	\$ 13,360

Total Project Fee \$ 160,000



B1 GENERAL PLAN

- CONTRACTOR ACCESS TO STAGING, LAYDOWN, AND PERSONAL VEHICLES PARKING SHALL BE THROUGH AN EXISTING AIRPORT OWNED GATE. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO MAINTAIN GATE SECURITY DURING CONSTRUCTION.
- EXISTING CONSTRUCTION ACCESS ROAD IS COMPOSED OF ASPHALT MILLINGS. THE EXISTING ACCESS ROAD SHALL BE ENHANCED WITH EXCESS MILLINGS AT THE DISCRETION OF THE RPR, ENGINEER OR RECORD, OR OWNER.
- CONTRACTOR SHALL CONSTRUCT A NEW CONSTRUCTION ACCESS ROAD THAT LEADS TO THE PROPOSED WORK AREAS, ITEM GP-80, STABILIZED ACCESS ROAD. CONTRACTOR SHALL RESTORE THE AREAS AFFECTED BY THE ACCESS ROAD TO REFLECT THE EXISTING CONDITIONS OR BETTER AT THE END OF THE PROJECT. SEE DETAIL B3/G151.
- CONTRACTOR SHALL IDENTIFY THE SAFEST AND MOST EFFICIENT WAY TO GET HEAVY MACHINERY/CONSTRUCTION VEHICLES ACROSS THE EXISTING TAXIWAY PAVEMENT WITHOUT CAUSING SIGNIFICANT DAMAGE TO THE PAVEMENT. ANY DAMAGE TO THE EXISTING PAVEMENT SHALL BE REPLACED AS NEW AND SHALL BE PAID FOR BY THE CONTRACTOR.
- NEW TAXIWAY OBJECT FREE AREA.
- EXTENSION OF THE EXISTING CONCRETE DRAINAGE FLUME.
- NEW TAXIWAY PAVEMENT MARKINGS. (TYP.)
- NEW TAXIWAY ASPHALT PAVEMENT SECTION. (TYP.)
- NEW DRAINAGE INFRASTRUCTURE. (TYP.)
- NEW AIRCRAFT TIE-DOWN LOCATION AND TIE-DOWN ANCHORS. (TYP.)
- EXISTING TAXIWAY A2 PAVEMENT TO BE FULLY DEMOLISHED AND AREA RESTORED.
- CONTRACTOR ACCESS ROUTE. (TYP.)
- FLAGPERSON LOCATION. (TYP.)
- CONTRACTOR STAGING, LAYDOWN, AND PERSONAL VEHICLE PARKING AREA.

A1 KEYED NOTES



AVCON, INC.
ENGINEERS & PLANNERS
5555 S. MICHIGAN ST., SUITE 205 - ORLANDO, FL 32822-2779
OFFICE: (407) 584-1322 - FAX: (407) 584-1323
CORPORATE CERTIFICATE OF AUTHORIZATION NUMBER: 5557
www.avconinc.com

This form has been digitally signed and sealed by
SEAL

Printed copies of this document are not considered signed and sealed
and the signature must be verified on any electronic copies.
PROFESSIONAL SEAL

TAXIWAY A1, A3 & D RECONSTRUCTION AND TAXIWAY A2 RELOCATION LEESBURG INTERNATIONAL AIRPORT LEESBURG, FLORIDA

GENERAL PLAN

ATTENTION:
THIS DOCUMENT CONTAINS PRIVILEGED AND PROPRIETARY INFORMATION. ALL OF WHICH IS EXPRESSLY PROVIDED BY AVCON, INC. FOR USE BY THE INTENDED RECIPIENT AND FOR A SPECIFIC PURPOSE. WITHOUT THE EXPRESS WRITTEN CONSENT OF AVCON, INC. ANY DISTRIBUTION, REPRODUCTION, OR OTHER USE OF THIS DOCUMENT IN WHOLE OR IN PART, IS STRICTLY PROHIBITED.

SCALE (US SVY FT): GRAPHIC

REVISIONS			
NO.	DATE	BY	DESCRIPTION

DESIGNED BY: KNM
DRAWN BY: KNM
CHECKED BY: DJN
APPROVED BY: DJN
DATE: MARCH 2024

FDOT FM NO. XXXXXX-1
FAA AIP NO. 3-12-00XX-XXX-XXXX
AVCON PROJECT NO. YYYY.CCC.NN
CADD: 2423603004G101

**DRAWING
G101**

80% DESIGN SUBMITTAL

ATTACHMENT C

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.6.

Meeting Date: October 27, 2025

From: Dan Miller, (Planning and Zoning Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, reappointing Vickie Lingerfelt to the Leesburg Historic Preservation Board; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the reappointment of Vickie Lingerfelt to the City of Leesburg Historic Preservation Board for a three-year term, beginning October 27, 2025, and ending September 30, 2028.

Analysis:

At the September 22, 2025, meeting, the City Commission approved the appointment and reappointment of three persons to the Leesburg Historic Preservation Board. In preparing the agenda memorandum and information for that meeting, staff inadvertently misread the expiration date of Ms. Lingerfelt's appointment as September 30, 2026, when in fact it was September 30, 2025. This left her name off the resolution as prepared. Therefore, this resolution is respectfully submitted to correct an unintended oversight, and to request that the City Commission reappoint Ms. Lingerfelt to the Historic Preservation Board.

Procurement Analysis:

N/A

Options:

1. Approve the requested appointment, or
- 2 Other action as the Commission may choose.

Fiscal Impact:

There is no fiscal impact related to this action. Historic Preservation Board members serve on a volunteer basis.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, REAPPOINTING VICKIE LINGERFELT TO THE LEESBURG
HISTORIC PRESERVATION BOARD; AND PROVIDING AN EFFECTIVE
DATE.**

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

THAT the City Commission of the City of Leesburg, Florida hereby reappoints *Vickie Lingerfelt* as a
X **regular** / __ alternate member to the Leesburg Historic Preservation Board, with said term to begin on
October 27, 2025, and expire on September 30, 2028;

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 27th day of October 2025.

Mayor

ATTEST:

City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.7.

Meeting Date: October 27, 2025

From: Melissa Arriaga, (Director of Human Resources), Mike Andrews, IT Director

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing amendments to Personnel Policy 530 to reflect changes to the Cell Phone Stipend Program; and providing an effective date.

Staff Recommendation:

Staff recommends updating Policy 530 to cancel the Cell Phone Stipend Program.

Analysis:

It is recommended to move away from our cell phone stipend program. The purpose of this program was to allow an employee to conduct City business using their personal device, but the technological environment has continued to change around us. The nature of threats to the information and systems under our responsibility has continued to evolve, and we must continue to advance our efforts to mitigate the risks we face. Our employees are working in an ever-connected world, where immediate access to City resources is becoming the norm instead of the exception; requests for access to applications and information are increasing, and we are hesitant to allow access to internal resources from personally owned devices.

Legislation also requires us to prohibit access to specific applications, networks, and locations on the Internet for government-issued devices, and there is also a concern about the gray area where government funds subsidize a personal device. In order to achieve compliance with legislative changes and protect our systems, it is best to sunset the stipend program and provide a government-issued device for those employees that require a cell phone for their duties.

There are two levels to the current stipend program. For positions that are deemed to need a normal "flip phone", an employee may receive a \$25 per month stipend. For positions deemed to need a "smartphone", an employee may receive a \$52.75 per month stipend. The current rate for a government-issued smartphone is \$39.99 per month.

The monthly stipends are paid to the employee on the first check of the month; therefore, we will begin the transition to city-owned devices once the revised policy is adopted, with a deadline of December 31, 2025. For those employees that require a cell phone for their duties, they will be provided a government-issued device.

As of 10/17/2025:

Program	# of Emp	Monthly	Yearly
---------	----------	---------	--------

Flip phone: \$25.00	3	\$75.00	\$900.00
Smartphone: \$52.75	56	\$2,954.00	\$35,448.00
		Stipend subtotal	\$36,348.00
City plan: \$39.99	59	\$2,359.41	\$28,312.92
		City savings/year	\$8,035.08

Cost savings are estimated based on providing each stipend employee with a City-issued smartphone. "Flip phones" are available through the City. There is no base monthly cost for these phones; instead they are billed at \$0.05/min for calls.

Procurement Analysis:

N/A

Options:

1. Approve Policy 530 as amended; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

This change will save the City approximately \$8,000.00 annually.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, AUTHORIZING AMENDMENTS TO PERSONNEL POLICY 530
TO REFLECT CHANGES TO THE CELL PHONE STIPEND PROGRAM; AND
PROVIDING AN EFFECTIVE DATE.**

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

THAT the City Commission does hereby authorize the approval of amended language to Personnel Policy 530 to reflect updates to the Cell Phone Stipend Program.

THAT the stipend program will sunset, and the City will provide a government-issued device to those employees that require a cell phone to perform their job duties, no later than December 31, 2025.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 27th day of October 2025.

Mayor

ATTEST:

City Clerk

530 CELL PHONE POLICY

The City may choose to issue cell phones to employees if it is determined there is a business need to do their job. The decision to issue a cell phone to an employee lies with the employee's Department Head. It is at the discretion of the Department Head to determine if an individual employee needs a City cell phone or if one phone can be shared by a work unit to perform the City's business. The requesting Department Head will determine whether a smart phone or non-smart phone is required for the employee's job duties. An Equipment Request must be submitted to the Information Technology (IT) Department, which will be routed to the Department Head for approval. Inventory of City owned cell phones and accessories must be maintained by the IT Department for internal auditing purposes.

Employees **will not** receive a cell phone stipend for the use of a personal cell phone; therefore, if the use of a cell phone is required to conduct City business the process outlined above must be followed.

The following must be adhered to when using a City cell phone:

1. City owned cell phones and services shall be used for City business and may be used for personal calls only in the event of an emergency. The only exception applies to an employee who is out-of-town overnight on City business. The call should be as brief as possible and may not interfere with job performance.
2. Cell phone transmissions are not secure. Employees should use discretion when relaying confidential information.
3. Reasonable precautions should be made to prevent equipment damage, theft, and vandalism.
4. Cell phones and accessories will be billed to the department in which they are used.
5. All information sent and received using cell phones falls under Florida Public Records laws. Only City emails are automatically archived, any other messaging conducted that meets the definition of a public record according to F.S.S 119.011(12) must be manually retained by the user *(one way to achieve this would be to screenshot the message and forward the screenshot to a City email account).*

Employees issued a City cell phone are advised that **telephone records associated with the cell phone may be public record under Florida Statutes. This may include call logs, text messages, emails or any other record which is considered to be a public record under the Statutes.**

When there is no longer a business need for an employee to receive a City cell phone, IT must be notified immediately and the cell phone must be returned. An annual audit will be conducted by IT and HR.

Employees must use discretion in the use of their City cell phone. **While driving, an employee should not answer or make a phone call without a hands-free method in place.** Safety precautions should always be adhered to. In accordance with F.S.S 316.306(3)(a)(1), you may not use a cell phone in a “handheld manner” within a designated school crossing, school zone, or work zone area.

Florida law prohibits texting while driving. Therefore, it is a violation of City policy to text while operating any vehicle in the performance of one’s job, whether using a City cell phone or personal cell phone.

530 CELL PHONE POLICY

The City may choose to ~~purchase or~~ issue cell phones ~~to~~for employees if it is determined there is a business need ~~desired equipment for an employee~~ to do their job. The decision to ~~purchase or~~ issue a cell phone ~~to~~for an employee lies with the employee's Department Head. It is at the discretion of the Department Head to determine if an individual employee needs a City cell phone or if one phone can be shared by a work unit to perform the City's business. The requesting Department Head will determine whether a ~~smart~~regular cell phone or ~~a non-smart~~ phone is required for the employee's job duties. An Equipment Request must be submitted to the Information Technology (IT) Department, which will be routed to the Department Head for approval. All equipment orders must be approved by the Department Head and processed through the Information Technology (IT) Department. Inventory of City owned cell phones and accessories must be maintained by the IT Department for internal auditing purposes.

Employees **will not** receive a cell phone stipend for the use of a personal cell phone; therefore, if the use of a cell phone is required to conduct City business the process outlined above must be followed.

The following must be adhered to when using a City cell phone:

1. City owned cell phones and services shall be used for City business and may be used for personal calls only in the event of an emergency. The only exception applies to an employee who is out-of-town overnight on City business. ~~The employee may call home once a day.~~ The call should be as brief as possible and may not interfere with job performance.
- ~~2. Cell phones should not be used when a less costly alternative is safe, convenient and readily available.~~
- ~~3.~~
- 4.2. Cell phone transmissions are not secure. Employees should use discretion when relaying confidential information.
- 5.3. Reasonable precautions should be made to prevent equipment damage, theft, and vandalism.
- 6.4. Cell phones and accessories will be billed to the department in which it is they are used.
- 7.5. All information sent and received using cell phones falls under Florida Public Records laws. Only City emails are automatically archived, any other messaging conducted that meets the definition of a public record according to F.S.S. 119.011(12) must be manually retained by the user (one way to achieve this would be to screenshot the message and forward

~~the screenshot to a City email account). An employee may add a second phone line, for their personal use, to their City supplied cell phone at their own expense. This charge must be billed to them personally.~~

- ~~8. Text messaging is not to be used to conduct City business unless approved by the City Manager. Exceptions that will be considered must have a documented means of capturing the messages to an archive to comply with State of Florida public records requirements. Example: SCADA generated status messages and replies to those messages for the purpose of controlling or monitoring a device. Message and response must be captured either by the SCADA system or the SCADA operator.~~
- ~~9. All City owned cell phones will have texting disabled unless excepted by "7" above.~~
- ~~10. Personal phone calls or personal Direct Connect calls may not interfere with job performance.~~

Employees issued a City cell phone are advised that **telephone records associated with the cell phone may be public record under Florida Statutes. This may include call logs, text messages, emails or any other record which is considered to be a public record under the Statutes.**

When there is no longer a business need for an employee to receive a City cell phone, IT must be notified immediately and the cell phone must be returned. An annual audit will be conducted by IT and HR.

Employees must use discretion in the use of their City cell phone. **While driving, an employee should not answer or make a phone call without a hands-free method in place.** Safety precautions should always be adhered to. In accordance with F.S.S. 316.306(3)(a)(1), you may not use a cell phone in a "handheld manner" within a designated school crossing, school zone, or work zone area.

Florida law prohibits texting while driving. Therefore, it is a violation of City policy to text while operating any vehicle in the performance of one's job, whether using a City cell phone or personal cell phone.

Employee Supplied Cell Phone

~~Once an employee is approved by their Department Head to be issued a City cell phone, the employee may choose to provide their personal cell phone for City business. If this option is chosen by the employee, the employee will be provided a stipend at the appropriate monthly rate for the type of cell phone approved after the employee provided cell phone is acquired. Employees approved for cell phone use may execute a choice of an employee supplied cell~~

~~phone and stipend or a City supplied cell phone. This election will remain in effect for the City's entire fiscal year (October – September). If the employee chooses to either no longer provide a personal cell phone or no longer use the City issued cell phone, this change will be effective with the beginning of a new fiscal year.~~

~~Departments may require that employee supplied cell phones have direct connect access compatible with City supplied cell phones, where operationally necessary. **When using an employee supplied cell phone and receiving the stipend, no City business is to be conducted via text message.**~~

~~**The employee is solely responsible for acquiring and maintaining the personal cell phone at the employee's expense.** Failure to do so will result in the loss of the monthly cell phone stipend. Employees authorized to personally acquire smart phone services may choose any provider they wish, although Blackberry smart phones do not qualify for reimbursement. Smart phones must utilize Active Sync to qualify for reimbursement. The City shall not incur any expense for an employee supplied cell phone other than the monthly stipend. This includes excess usage charges in any form, or any loss or damage of the phone.~~

~~**Employees authorized to receive a stipend for an employee supplied cell phone are advised that telephone records associated with the cell phone may be public record under Florida Statutes. This may include call logs, text messages, emails or any other record which is considered to be a public record under the Statutes.**~~

~~The monthly stipend will be approximately equal to the City's cost to supply the service approved by the employee's Department Head and IT. The stipend will begin the month following receipt of the completed Cell Phone Stipend Form, and will be included in the first check of each month while applicable. Per IRS requirements this is a taxable benefit. The monthly stipend may be revised at any time solely at the City's discretion.~~

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.8.

Meeting Date: October 27, 2025

From: Brad Chase, (Electric Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement affecting the property described therein from The Principal Property Partners, LLC, joined by United Community Bank; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Resolution accepting a Utility Easement from THE PRINCIPAL PROPERTY PARTNERS, LLC, and Joinder and Consent to Utility Easement from UNITED COMMUNITY BANK.

Analysis:

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

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

N/A

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, ACCEPTING A UTILITY EASEMENT AFFECTING THE
PROPERTY DESCRIBED THEREIN FROM THE PRINCIPAL PROPERTY
PARTNERS, LLC, JOINED BY UNITED COMMUNITY BANK; AND
PROVIDING AN EFFECTIVE DATE.**

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

THAT the Utility Easement granted to the City of Leesburg by THE PRINCIPAL PROPERTY PARTNERS, LLC, joined by UNITED COMMUNITY BANK, is hereby accepted.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 27th day of October 2025.

Mayor

ATTEST:

City Clerk

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

UTILITY EASEMENT

THIS PERMANENT UTILITY EASEMENT ("Easement") on this 19th day of JUNE 2025, is hereby granted by **THE PRINCIPAL PROPERTY PARTNERS, LLC**, a Florida limited liability company, whose mailing address is 2015 Legends Way, Clermont, Florida 34711 ("**GRANTOR**,"") to **THE CITY OF LEESBURG, FLORIDA**, a Florida municipal corporation, whose mailing address is P.O. Box 490630, Leesburg, Florida 34749-0630, and its successors and assigns ("**GRANTEE**");

WITNESSETH:

THAT **GRANTOR**, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto **GRANTEE**, its successors and assigns forever, a perpetual non-exclusive easement for the construction, installation, alteration, operation, repair, maintenance, and replacement of utility improvements, including but not limited to water, wastewater, reclaimed water lines, natural gas and electricity and related facilities (the "**Facilities**"), over, under, upon, across, through and within and within the following described lands in Lake County, Florida, and referred to hereinafter as the "**Easement Area**" to wit:

SEE EXHIBIT "A" ATTACHED HERETO

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

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

to **GRANTEE** herein. Failure to exercise the rights herein granted to **GRANTEE** shall not constitute a waiver or abandonment.

GRANTOR warrants and covenants that **GRANTOR** is lawfully seized and in possession of the real property underlying the Easement Area, as specifically described and depicted in Exhibit "A" attached hereto, and has the right to convey this Easement, and that **GRANTEE**, its successors, successors-in-title and assignees shall have quiet and peaceful possession, use, and enjoyment of this Easement. The rights, privileges, and burden of the Easement granted herein shall be a covenant running with the land and the rights and duties shall descend to the parties' successors and assigns. **GRANTEE** shall include **GRANTEE'S** agents, contractors, subcontractors, licensees, franchisees, employees, and other parties associated with Grantee in furtherance of the purposes herein set forth.

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

WITNESSES:

GRANTOR:

THE PRINCIPAL PROPERTY PARTNERS,
LLC, a Florida limited liability company

Debra Scott
Signature

DEBRA SCOTT
Printed Name

8521 FIRESTONE CIRCLE
Postal Address

CLERMONT, FL 34711
Postal Address

Aubrey Vassallo
Signature

Aubrey Vassallo
Printed Name

206 A Forest St
Postal Address

Fruitland Park FL 34731
Postal Address

STATE OF FLORIDA
COUNTY OF LAKE

By: Jeffrey Sheridan
Jeffrey Sheridan, Manager

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 19th day of June, 2025, by Jeffrey Sheridan, as Manager of The Principal Property Partners, LLC, a Florida limited liability company, who is ☒ personally known to me or ☐ who produced the following identification:

Vanessa Alava
Notary Public Signature
Vanessa Alava
Notary Public Name

My Commission Number:
My Expiration Date:

(seal)



VANESSA ALAVA
Notary Public
State of Florida
Comm# HH215953
Expires 1/12/2026

Debra Scott

Signature

DEBRA SCOTT

Printed Name

8521 FIRESTONE CIRCLE

Postal Address

CLERMONT, FL 34711

Aubrey Vassallo

Signature

Aubrey Vassallo

Printed Name

206 A Forest St

Postal Address

Fruitland park FL 34731

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 19th day of June, 2025, by Craig Fishman, as Manager of The Principal Property Partners, LLC, a Florida limited liability company, who is ☒ personally known to me or ☐ who produced the following identification:

Alava

Notary Public Signature

Alava

Notary Public Name

My Commission Number:

My Expiration Date:

(seal)



VANESSA ALAVA
Notary Public
State of Florida
Comm# HH215953
Expires 1/12/2026



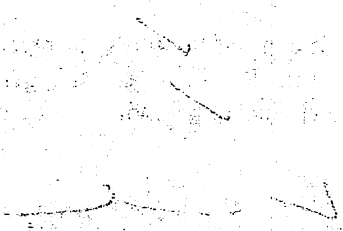
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JOINDER AND CONSENT TO UTILITY EASEMENT

UNITED COMMUNITY BANK, whose mailing address is 200 E. Camperdown Way, Greenville, South Carolina 29601 (Lender”), hereby certifies that it is the owner and holder of a mortgage, lien, or other encumbrance upon the property shown and described in the **Utility Easement** attached hereto, located in Leesburg, Lake County, Florida, and hereby joins and consents to the Utility Easement between **THE PRINCIPAL PROPERTY PARTNERS, LLC**, a Florida limited liability company, and the **CITY OF LEESBURG, FLORIDA**, a Florida municipal corporation; and agrees that its interest in the property by virtue of the Mortgage and Security Agreement, dated February 14, 2025, and recorded on February 25, 2025, in O.R. Book 6481, Page 83, Public Records of Lake County, Florida, and the Collateral Assignment of Rents and Leases dated February 14, 2025, and recorded on February 25, 2025, in O.R. Book 6481, Page 74, Public Records of Lake County, Florida, shall be subordinated to said Utility Easement.

Signed and sealed in the presence of:

WITNESSES

Grace Barnes
Print Name: Grace Barnes
Postal Address: 115 E. Burleigh Blvd.
Tavares, FL 32778

Cierra Castillo
Print Name: Cierra Castillo
Postal Address: 115 E Burleigh Blvd.
FL 32778

STATE OF FLORIDA
COUNTY OF Lake

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 23 day of june, 2025, by Brad White, as commercial banker of **UNITED COMMUNITY BANK**, who is ☒ personally known or produced _____ as identification.

(Seal)

UNITED COMMUNITY BANK

By: Brad White
Print Name: Brad White
Title: Commercial Relationship Manager

Hannia Yarbrough
NOTARY PUBLIC

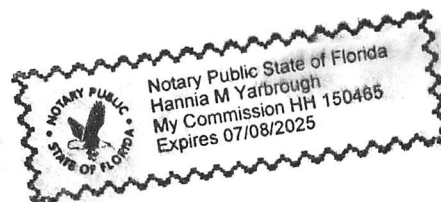


EXHIBIT "A"
(Sketch of Description)

A 10.00 FEET WIDE UTILITY EASEMENT BEING A PART OF THE N.W. 1/4 OF SECTION 10, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE N.W. 1/4 OF SECTION 10, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; THENCE N. $00^{\circ}46'38''$ E., ALONG THE WEST LINE OF THE N.W. 1/4 OF SAID SECTION 10, A DISTANCE OF 350.12 FEET TO AN INTERSECTION WITH A WESTERLY PROJECTION OF THE NORTH RIGHT-OF-WAY LINE OF MYRTLE AVENUE AS PER THE PLAT OF CASA LOMA, RECORDED IN PLAT BOOK 11, PAGE 74, IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE S. $89^{\circ}35'24''$ E. ALONG SAID NORTH RIGHT-OF-WAY LINE AND AN EASTERLY PROJECTION THEREOF, A DISTANCE OF 911.12 FEET, TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 27/441, SAID POINT BEING THE POINT OF BEGINNING OF THIS EASEMENT DESCRIPTION; THENCE FROM SAID POINT OF BEGINNING N. $23^{\circ}34'35''$ W., ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 27/441, A DISTANCE OF 163.27 FEET; THENCE N. $66^{\circ}32'34''$ E., DEPARTING FROM SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 85.00 FEET; THENCE S. $23^{\circ}34'35''$ E., A DISTANCE OF 10.00 FEET; THENCE S. $66^{\circ}32'34''$ W., A DISTANCE OF 75.00 FEET; THENCE S. $23^{\circ}34'35''$ E., A DISTANCE OF 203.63 FEET; THENCE S. $66^{\circ}26'52''$ W., A DISTANCE OF 10.00 TO THE AFORESAID NORTHEASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 27/441; THENCE N. $23^{\circ}34'35''$ W., ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 27/441, A DISTANCE OF 50.37 FEET TO THE POINT OF BEGINNING.

(IN FEET)
1 inch = 40 ft.

(IN FEET)
1 inch = 40 ft.



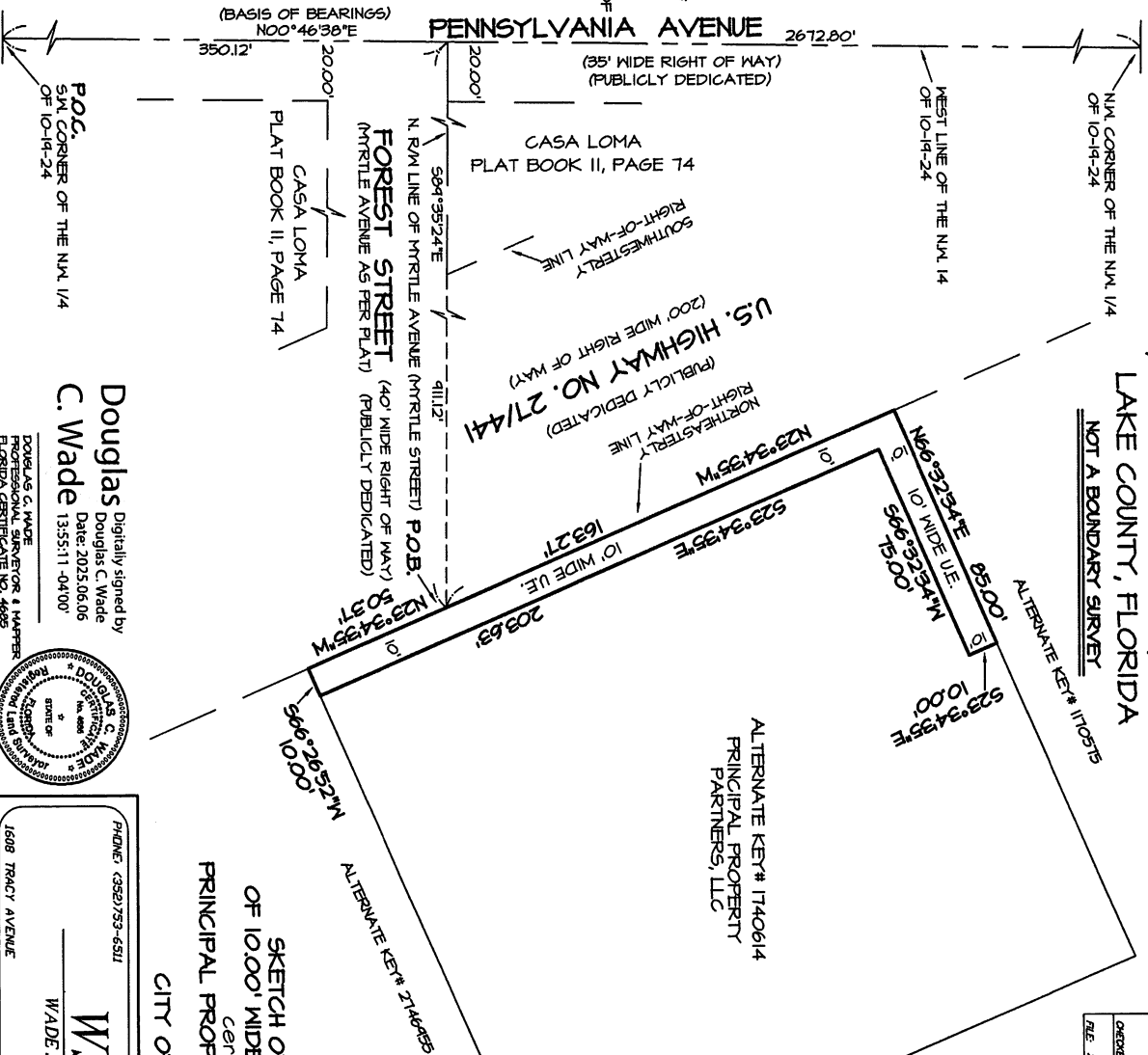
NOT A BOUNDARY SURVEY

DESCRIPTION:

A 10.00 FEET WIDE UTILITY EASEMENT BEING A PART OF THE NW 1/4 OF SECTION 10, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CORNER AT THE SOUTHWEST CORNER OF THE N¹/₄ OF SECTION 10, TOWNSHIP 14 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, THENCE N. 00°+6'39" E., ALONG THE WEST LINE OF THE N¹/₄ OF SAID SECTION 10, A DISTANCE OF 390.12 FEET TO AN INTERSECTION WITH A WESTERLY PRO. EXTENSION OF THE NORTH RIGHT-OF-WAY LINE OF MYRTLE AVENUE AS PER THE PLAT OF CASALOMA, RECORDED IN PLAT BOOK 11, PAGE 14, IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE S. 84°35'52" E., ALONG SAID NORTH RIGHT-OF-WAY LINE AND AN Easterly PRO. EXTENSION THEREOF, A DISTANCE OF 911.12 FEET TO A POINT ON THE SOUTHEASTLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 27/441, SAID POINT BEING THE POINT OF BEGINNING OF THIS EASTERN DESCRIPTION; THENCE FROM SAID POINT OF BEGINNING N. 23°13'43.5" N., ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 27/441, A DISTANCE OF 1632.1 FEET; THENCE S. 66°52'34" E., DEPARTING FROM SAID NORTEASTELY RIGHT-OF-WAY LINE, A DISTANCE OF 85.00 FEET; THENCE S. 23°13'43.5" E., A DISTANCE OF 100.00 FEET; THENCE S. 66°52'34" E., A DISTANCE OF 203.65 FEET; THENCE S. 23°13'43.5" E., A DISTANCE OF 100.00 FEET TO THE FORESAID NORTHEASTELY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 27/441, THENCE N. 23°13'43.5" N., ALONG THE NORTHEASTERY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 27/441, A DISTANCE OF 50.37 FEET TO THE POINT OF BEGINNING.

- 1) BEGINNINGS ARE BASED ON THE WEST LINE OF THE NW 1/4 OF SECTION 10, TOWNSHIP 41 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, ASSAID HEREIN.
- 2) LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, EASEMENTS OR ANY OTHER INSTRUMENT OF RECORD BY THIS FIRM.
- 3) CERTIFICATION LIMITED TO PARTIES NAMED HEREON.
- 4) THE SURVEY MAY BE REPORT OF 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 341, STATUTES OF FLORIDA, AND THE SURVEYOR'S CERTIFICATE OF TITLE, STATUTES OF FLORIDA, PRESENT TO SECTION 17.0201 FLORIDA STATUTES AND DOES NOT REPRESENT, IN ANY WAY, A SURVEY OF SAID LAND



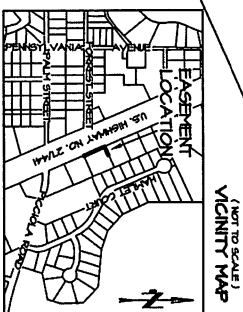
ALTERNATE KEY# 1740614
PRINCIPAL PROPERTY
PARTNERS, LLC

THE HAMLETS
PLAT BOOK 32, PAGES 23 & 24

ABBREVIATIONS:

N = NORTH
S = SOUTH
E = EAST
W = WEST
LB = LICENSED BUSINESS
P.O.B. = POINT OF COMMENCEMENT
U.E. = UTILITY EASEMENT
R/W = RIGHT-OF-WAY

SKETCH OF DESCRIPTION
OF 10.00' WIDE UTILITY EASEMENT
certified to:
PRINCIPAL PROPERTY PARTNERS, LLC
and
CITY OF LEESBURG



Digitally signed by
Douglas C. Wade
Date: 2025.06.06
13:55:11 -04'00'

DOUGLAS C. WADE
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 4685



PHONE: (352) 753-6511 FAX: (352) 753-6514

WSI PROFESSIONAL
SURVEYING
& MAPPING

WADE SURVEYING, INC.
LB-6514

LADY LAKE, FLORIDA 32159

1608 TRACY AVENUE

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.9.

Meeting Date: October 27, 2025

From: Corey Goepfert, (Gas Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an agreement between the City of Leesburg and Wire 3, regarding as-needed locating services for City-owned utility infrastructure; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Resolution authorizing the Mayor and City Clerk to execute a locate service agreement between the City of Leesburg and Wire 3.

Analysis:

This resolution authorizes Wire 3 to hire a third-party utility locating contractor to identify and mark City of Leesburg utility infrastructure for the purposes of meeting the preferred expedited timeline for Wire 3's infrastructure installation plans throughout the city's utility territory. Wire 3 projects the completion period for this installation to be approximately one and one-half years.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

Wire 3 will incur all costs of the locates and assumes liability for City-owned infrastructure shown on the maps and data provided by the City that is damaged during construction operations by Wire 3 or its contractors during the execution of the work.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
AN AGREEMENT BETWEEN THE CITY OF LEESBURG AND WIRE 3,
REGARDING AS-NEEDED LOCATING SERVICES FOR CITY-OWNED
UTILITY INFRASTRUCTURE; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized and directed to execute a Locate Service Agreement between the City of Leesburg and Wire 3, regarding providing locating service for City of Leesburg utilities.

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

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 27th day of October 2025.

Mayor

ATTEST:

City Clerk



Date: 10/22/25

To: City of Leesburg

Attn: Corey Goepfert- Director, City of Leesburg Natural Gas Department

From: Jon Joynson- SR VP of OSP

Re: Wire 3-Memorandum of Understanding (MOU), City of Leesburg infrastructure facility locating

Memorandum of Understanding

This Memorandum Of Understanding (MOU) agreement is entered into with Wire 3 and The City of Leesburg starting on 10/6/2025 and will terminate upon written notification of completion of construction by Wire 3, pursuant to the terms of this Agreement. This MOU allows Wire 3 to provide locate services for City-owned, electric, gas, water, sewer and drainage infrastructure, as well as, Summit-owned fiber infrastructure which the City is under a temporary obligation to locate. Wire 3 will utilize a 3rd party locate service contractor to complete the identification of the existing City infrastructure by means of GPR (ground penetrating radar), electronic, line of sight, and visual verification.

General:

1. This service is provided by Wire 3 at no cost to the City of Leesburg.
2. Wire 3 assumes liability for City owned and Summit owned infrastructure shown on the maps and data provided by the City that is damaged during construction operations by Wire 3 or its contractors during the execution of the work.
3. Wire 3 will not be liable for damaged facilities by others not under contract directly to WIRE 3 using the locate marks as the basis for their excavation.
4. City GIS data and maps are utilized as the "basis only" of facilities within the proposed path of placement.
5. WIRE 3 will utilize the GPR (ground penetrating radar), electronic, line of sight, and visual verification to determine the actual location along the proposed path of placement based on the City provided data.

Wire 3 is fully responsible for any failure to locate, mislocated, or incorrectly identified infrastructure. This includes any resulting damages to City-owned facilities, third-party property, or persons. Third-Party Reliance: Any third party relying in good faith on Wire 3's locates shall not relieve Wire 3 of responsibility. Wire 3 remains fully liable for the accuracy and completeness of all locate services.

Wire 3's responsibility for accurate locating is not diminished by the completeness or accuracy of City provided information.

City review, acknowledgment, or clearance of completed locates does not relieve Wire 3 from its obligations or liability.

Responsibilities:

City of Leesburg:

1. Provide access to the City GIS system and available mapping data for existing City owned facilities.
2. When requested by WIRE 3, support in identifying facilities in areas of high density.
 - a. There is no release to Wire 3's responsibility of liability.
3. Complete repairs or hire City approved contractor to repair, at City's discretion, for any damages to City-owned or Summit-owned utility infrastructure facilities damaged from Wire 3 construction operations.
4. The cost of repairs from WIRE 3 construction operations will be the responsibility of WIRE 3 or its contractors.
5. Wire 3 will notify the City via email of located/completed Sunshine 811 tickets. The City will review and clear the ticket in the Sunshine 811 system within 24 hours after the notification of the completion of a facility locate. Acknowledgment does not relieve Wire 3 of responsibility for accuracy.

Wire 3:

1. Provide locate personnel and equipment required to complete the infrastructure identification process.
2. Provide personnel to review City provided GIS and mapping data.
3. Provide a City approved contractor to complete any hardscape removal and repairs required from an incident.

Wire 3 shall indemnify, defend, and hold harmless the City of Leesburg, its officers, employees, and agents from and against any and all claims, damages, losses, or expenses (including reasonable attorney's fees) arising solely from Wire 3's failure to properly locate, mislocating, or otherwise negligently performing locating services. This includes Wire 3's misidentification, failure to locate, or damages caused during construction solely as a result of third-party reliance on Wire 3's work.

Wire 3 shall bear all costs associated with repairing any damage to City-owned and Summit owned facilities caused solely by its failure to locate, mislocating, or negligent locating operations. Repairs shall be completed promptly, to the City's reasonable commercial standards, and at Wire 3's sole cost.

Statement of work (SOW):

1. WIRE 3 issues work segments to its contractor as shown on the attached map. A. WIRE 3 considers a segment as XXX-XX-UG-005 for example.
2. The contractor "white-lines" the proposed line of placement within a segment area and reports back to Wire 3 once that process is complete.
3. Wire 3 completes the Sunshine 811 excavation request process and a locate ticket number is generated.
4. WIRE 3 creates maps notating the Sunshine 811 data.
 - a. Map example attached.
5. The maps are provided to WIRE 3's private locators with the map area and ticket descriptions.
6. City GIS and mapping data are provided to the locators as the basis for identifying utility infrastructure within the proposed line of placement.
7. The WIRE 3 private locators identify the infrastructure using GPR (ground penetrating radar), electronic, line of sight, and visual verification.
8. Facilities found during the discovery process are painted.
9. The segmented area is reported back to Wire 3 when the locate process is complete and verified.
10. The City, at their discretion, can review the completed locates ready for construction.
 - a. Once the City review process is complete/acknowledged, the City updates the "locate complete" status via email and in the Sunshine 811 system within 24 hours of the notification.
 - b. Upon receipt of the City's complete/acknowledged for a respective section, Wire 3 provides written approval to the contractor to begin work.
11. The contact information for the City locator and Private locator, responsible for the area's information, will be provided to the contractor for support following the clearance of the locates.

Agreed to and accepted:

BY: City of Leesburg:

Print: _____

Signed: _____

BY: Wire 3:

Print: Jai S. Ramachandran

Signed: 

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.10.

Meeting Date: October 27, 2025

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, approving and authorizing execution of an Encroachment Agreement with Duke Energy Florida, LLC., relating to installation, operation, maintenance and repair of certain municipal utility equipment and facilities within an easement area shared with Duke Energy Florida, LLC.; and providing for an effective date.

Staff Recommendation:

Approve Duke Encroachment Agreement.

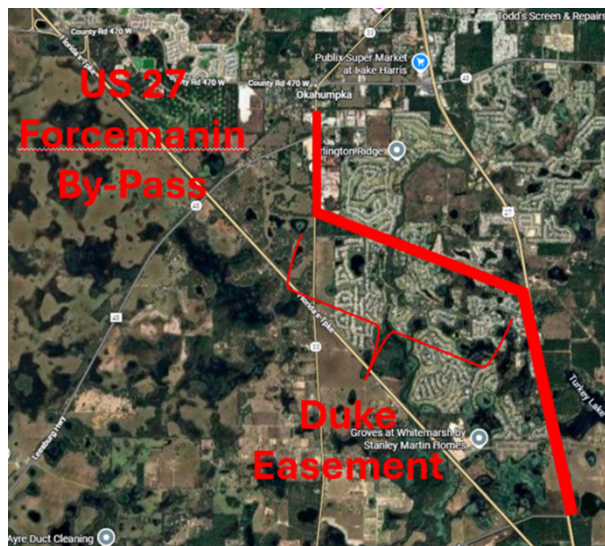
Analysis:

The purpose of the Duke Encroachment Agreement is to approve access across the Duke Transmission easement, located between US 27 and CR 33, which will permit the location of a wastewater collection system. This system is needed to enable the development of the south US 27 and CR 33 regions.

Currently, the City has a wastewater main development agreement with NVR Homes. This agreement has been transferred to Kulter Homes. Pursuant to the agreement, Kulter Homes will take the financial risk to build the main. The City has designed the main through assistance from Jones Edmonds & Associates. The design costs have been previously allocated in past fiscal year expenses for approximately \$1.2 million.

It is estimated that the cost of construction will be approximately \$13 million, with Kulter being repaid as sites pay impact fees according to the newly adopted rate structure of \$4,567 per single-family residential unit. The affected corridor has an estimated 9,800 residential units or approximately \$44.7 million in uncollected fees. With nearly \$20 million in payable pioneering agreements (assuming a pioneering agreement to be adopted going down CR 33 after the connection point), the City should still have approximately \$24.7 million remaining to reserve for treatment expansion once units are constructed.

The path of the US 27 Force Main Project is as depicted below.



Procurement Analysis:

N/A

Options:

N/A

Fiscal Impact:

As described above.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF AN
ENCROACHMENT AGREEMENT WITH DUKE ENERGY FLORIDA, LLC.,
RELATING TO INSTALLATION, OPERATION, MAINTENANCE AND
REPAIR OF CERTAIN MUNICIPAL UTILITY EQUIPMENT AND
FACILITIES WITHIN AN EASEMENT AREA SHARED WITH DUKE
ENERGY FLORIDA, LLC.; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, The City of Leesburg ("City") is the owner of certain property and utility easements and wishes to install and operate utility equipment and facilities within the easements;

WHEREAS, Duke Energy Florida, LLC ("Duke"), also owns a utility easement for electric distribution facilities in the same area and has installed electric distribution facilities therein; and

WHEREAS, the City wishes to resolve any encroachment or interference related issues associated with the joint use of the easement area according to the terms and conditions of a written agreement with Duke.

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. Approval of Encroachment Agreement. The City Commission of the City of Leesburg hereby approves the execution and recording of an Encroachment Agreement by the Mayor and City Clerk in the form attached hereto as **Exhibit "1"** or substantially similar form.

Section 3. Effective Date and Duration. This resolution shall be effective immediately.

PASSED AND RESOLVED this 27th day of October 2025, by the City Commission of the City of Leesburg, Florida.

Mayor

ATTEST:

City Clerk

Prepared By: Shantel W. Ocampo, Counsel, Duke Energy
Return To: Duke Energy Florida, LLC
Data & Document Management
525 South Tryon Street, DEP21
Charlotte, N.C. 28202

Property No.:
Land Unit No.:
Project No.:

STATE OF FLORIDA

ENCROACHMENT AGREEMENT

COUNTY OF LAKE

THIS ENCROACHMENT AGREEMENT (“Agreement”), made this _____ day of _____, 2025 (“Effective Date”) by and between **DUKE ENERGY FLORIDA, LLC**, a Florida limited liability company (“Grantor”), and **CITY OF LEESBURG, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida (“Grantee”).

- Grantee owns certain property within the Easement Area and is the holder of certain utility easements recorded in O.R. Book 3782, Page 503; O.R. Book 3842, Page 129; O.R. Book 3800, Page 1256; O.R. Book 3938, Page 1684; O.R. Book 6270, Page 2254; O.R. Book 3783, Page 1942; O.R. Book 6270, Page 2254; O.R. Book 1198, Page 1360; O.R. Book 6252, Page 1640, all of the Public Records of Lake County, Florida (the “Municipal Utility Easements”) and wishes to install municipal utility lines, equipment, and facilities (the “Utility Facilities”) within the Easement Area and Grantor is agreeable to permitting such installation under the terms and conditions of this Agreement;
- Grantee has placed or caused to be placed (1) 20-inch Force Main within the Easement Area and desires authority to encroach upon a portion of the Easement Area for the purposes described herein, and Grantor is willing to permit those encroachments under the terms and conditions of this Agreement.

NOW, THEREFORE, Grantor for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration to it paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Grantee, the non-perpetual right to encroach upon the portion of the Easement Area described herein pursuant to the following terms and conditions:

1. **Permitted Utility Facilities.** Grantor agrees to allow Grantee to install, maintain, repair, and replace the Utility Facilities over, under, upon, across, through and within that certain portion of the Easement Area described on Exhibit “A” attached hereto (the “Permitted Utility Facilities”):

2. **Alterations.** The Permitted Utility Facilities must be constructed in strict compliance with the design shown on the Plat. No alterations from the Plat may be made during or after the construction of the Permitted Utility Facilities, other than to make the Permitted Utility Facilities take up less of the footprint shown on the Plat or to make them closer to ground level within the footprint shown on the Plat. Compliance with the Plat and these limitations on alterations are necessary and essential to render Grantee's use of Easement Area consistent with the safe, reliable, and efficient construction, operation, and maintenance of the existing and future Facilities located on the Easement Area.

All applicable Federal, State, and Local laws, rules, and regulations, and the then existing Transmission Line Asset Protection Guidelines shall govern any alterations to the Permitted Utility Facilities, including, without limitation, any minimum distances that must be maintained from the Facilities. Nothing in this Agreement shall be construed to permit changes in elevation of grade to occur other than as expressly allowed or required on the Plat or in this Agreement.

Grantor may, from time to time, require Grantee to install, at Grantee's expense, radio frequency identification markers on the Permitted Utility Facilities. Such markers shall meet Grantor's specifications for installation and operation.

3. **Reaffirmation.** Notwithstanding anything to the contrary herein, by executing this Agreement the parties reaffirm the terms of the Easement Document and Municipal Utility Easements and acknowledge that this Agreement does not permanently alter, limit, or amend those terms. This Agreement solely designates the Utility Facilities installed by Grantee within the Easement Area as permitted, non-hostile encroachments, and authorizes their continued presence subject to the terms and conditions set forth herein. No additional rights or interests in the Easement Area are granted to Grantee except as expressly provided in this Agreement.
4. **Wetlands and Vegetation.** The Easement Area may not be used by Grantee to satisfy wetland mitigation requirements. Grantee shall not plant any trees or shrubbery in the Easement Area without prior written approval from Grantor.
5. **Grantor Free From Liability.** Grantor shall not be liable for any damages to the Permitted Utility Facilities resulting from Grantor's use of the Easement Area, except to the extent of any willful and/or intentional misconduct by Grantor, nor for any damage to landscaping, driveways, or irrigation systems that may result from Grantor's access to the Easement Area.
6. **Additional Consent May Be Required.** Grantor makes no warranties or representations as to Grantee's contemplated use of the Easement Area, and in no way shall be deemed to have consented to such use on behalf of the owner of the property on which the Easement Area exists. Grantee acknowledges that Grantor's entering into this Agreement does not, by itself, grant any rights to Grantee to use any portion of the Easement Area, and that the consent of

other parties (including, without limitation, the owner of the property and any mortgagee of such owner) may be required for Grantee to obtain any rights over the property encumbered by the Easement Area.

7. **Grantee's Sole Risk and Expense.** Grantee acknowledges that the use of the Easement Area shall be at Grantee's sole risk and expense. Grantor shall in no way be liable to Grantee for any costs, expenses, losses, damages, or liabilities incurred by Grantee's use of the Easement Area. Grantee shall defend, indemnify, and hold harmless Grantor, its affiliates, subsidiaries, members, managers, officers, agents, employees, successors and assigns (collectively, "Grantor Parties"), from and against any and all claims, actions, costs, expenses, losses, damage, destruction, and liabilities incurred by Grantor Parties relating, directly or indirectly, to Grantee's use of the Easement Area even if caused in whole or in part by the negligence of Grantor Parties but excluding the willful or intentional misconduct of Grantor's Parties. Grantee's indemnity obligations shall survive the termination of this Agreement. Nothing contained in this Agreement or any instrument executed in connection herewith, shall be construed or interpreted as a waiver by the Grantee of any right, privilege or immunity, whether in contract or tort, that the Grantee may enjoy under the constitution and laws of the State of Florida, including the limitations of liability set forth in Section 768.28, Florida Statutes, as it now or may hereafter exist.

All of Grantee's operations, activities, and equipment used within the Easement Area or in proximity to any of the Facilities shall, at all times, be in strict compliance with applicable provisions of the National Electrical Safety Code (NESC), the Occupational Safety and Health Act of 1971 (OSHA), and the OSHA Crane Construction Standards For Power Line Safety, Sections 1926.1408 & .1409. Grantee is further notified and hereby agrees to so notify any of Grantee's employees, agents, contractors, representatives, or other persons engaging in Grantee's activities upon the Easement Area with Grantee's knowledge and under Grantee's supervision or control, that extreme caution is necessary around the Facilities, and in the event of any damages or injuries, Grantee shall immediately report the nature and extent thereof to Grantor's nearest local office or corporate toll free number.

Grantee shall not use any equipment within the Easement Area that is capable of extending over twelve (12) feet in height above natural ground surface level without prior written approval from Grantor unless an observer, approved by Grantor, is present during the use. Grantee shall bear all costs associated with the observer.

8. **Transferability.** The rights granted and retained under this Agreement shall inure to the benefit of the heirs, successors, and assigns of the parties, and shall run with the land.
9. **Notice.** Any notices and other communications required under this Agreement or relating hereto shall be in writing and delivered via personal delivery, certified United States mail (return receipt requested), or overnight delivery through a reputable carrier to:

Grantor: Duke Energy Florida, LLC

Attn: Transmission Asset Protection
525 South Tryon Street, DEP21
Charlotte, North Carolina 28202

Grantee: City of Leesburg, Florida
Attn: City Manager
501 W. Meadow Street
Leesburg, Florida 34748

10. **Termination.** This Agreement shall terminate, or may be terminated in the following instances.
- a. If construction of the Permitted Utility Facilities does not begin within twelve (12) months of the Effective Date, and continue thereafter at a reasonable pace, then this Agreement shall automatically terminate.
 - b. If at any point following the Effective Date, Grantor, in its sole discretion, determines that the Permitted Utility Facilities needs to be removed in order to continue furnishing safe and reliable electric service to its customers, then upon six (6) months' notice from Grantor, Grantee will remove the Permitted Utility Facilities at the sole expense of Grantee.
 - c. If Grantee breaches any provision of this Agreement, Grantor shall provide Grantee with written notice specifying the nature of the breach. Grantee shall have a period not to exceed thirty (30) days from receipt of such notice to cure the breach to Grantor's reasonable satisfaction. If Grantee fails to cure the breach within the thirty (30) day period, Grantor may terminate this Agreement by providing written notice of termination to Grantee. In the event of termination, Grantee shall remove the Permitted Utility Facilities at its sole expense within six (6) months of the termination notice, unless the breach is material, in which case termination shall be immediate and removal shall occur as specified herein.
 - d. If Grantee removes or reduces the size of any Permitted Utility Facilities it shall not be entitled to restore or expand the Permitted Utility Facilities to its original size as of the Effective Date. If the Permitted Utility Facilities is removed in full then this Agreement shall automatically terminate.
11. **Recitals.** The recitals set forth at the opening of this Agreement are incorporated herein as if fully restated in this Section 11.
12. **Law and Venue.** This Agreement shall be governed by the laws of the State of Florida without regard to the conflicts of law provisions therein. The parties agree that the proper

venue for any dispute related to this agreement are the state or federal courts located in Lake County, and the parties hereby submit to the jurisdiction thereof.

13. **Entire Agreement.** This Agreement contains the complete understanding of the parties and shall supersede any prior and contemporaneous communications, agreements, and assurances related to the subject matter of this Agreement. Any modification of this Agreement must be agreed to in writing and signed by the parties. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same Agreement.
14. **No Waiver.** The failure of Grantor in any one or more instances to insist upon compliance with any provision or covenant herein or to exercise any right or privilege herein shall not constitute or be construed as a waiver of such or any similar provision or covenant.
15. **Severability.** If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability. All other terms of this Agreement shall remain in full force and effect. To the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.
16. **Cost Recovery.** If Grantor is the prevailing party, Grantee shall pay Grantor's reasonable costs, including attorneys' fees, incurred in bringing or defending any action or proceeding related to this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereby have affixed their names under seal by their duly authorized officers the day and year first above written.

GRANTOR:

Witnesses:

DUKE ENERGY FLORIDA, LLC, (SEAL)
a Florida limited liability company

By: _____ (SEAL)

Name: _____

Name: Karen Adams

Address: _____

Title: Manager, Land Services – Florida Region

Name: _____

Address: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day _____, 2025 by Karen Adams, as Manager, Land Services – Florida Region of DUKE ENERGY FLORIDA, LLC, a Florida limited liability d/b/a Duke Energy, on behalf of said company. She is personally known to me or has produced _____ as identification.

(Affix Seal)

Print Name: _____

My Commission Expires: _____

[Signatures Continue on Following Page]

IN WITNESS WHEREOF, the parties hereby have affixed their names under seal by their duly authorized officers the day and year first above written.

GRANTEE:

THE CITY OF LEESBURG, FLORIDA,
a Florida municipal corporation,

By: _____
Alan Reisman, Mayor

Witnesses:

Print Name: _____

Address: _____

Print Name: _____

Address: _____

Attest:

J. Andi Purvis, City Clerk

Notary Block:

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2025 by Alan Resiman as Mayor of The City of Leesburg, Florida, on behalf of said municipal corporation. They are personally known to me or have produced _____ as identification.

(Affix Seal)

Print Name: _____

My Commission Expires: _____

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.11.

Meeting Date: October 27, 2025

From: Travis Rima, (Recreation Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute the Susan Street Sponsorship agreement with Sellar, Sewell, Russ, Saylor and Johnson, P.A.; and providing an effective date.

Staff Recommendation:

Staff recommends acceptance of the sponsorship in the amount of \$150,000.00 from Chuck Johnson.

Analysis:

Staff has been working with Mr. Chuck Johnson on a sponsorship agreement for the Susan Street Sports Complex Project. Mr. Johnson has generously offered to contribute \$150,000 to the City for the purchase and installation of a video board at the Championship Field, as well as the creation of a commemorative plaque honoring Mr. Larry Phillips. In recognition of this sponsorship, Mr. Johnson will receive naming rights for the championship field, which will be designed as "Larry Phillips Field", along with dealership advertising opportunities as outlined in the sponsorship agreement. Staff recommends approval of this agreement and expresses appreciation for Mr. Johnson's support and contribution to the continued enhancement of the City's athletic facilities.

Procurement Analysis:

N/A

Options:

1. Approve acceptance of the sponsorship, or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The City will receive \$150,000.00 for enhancement to the Susan Street Project.

Account No. 031-0000-366-0900

WF No. WF1471073/4

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE SUSAN STREET SPONSORSHIP AGREEMENT WITH SELLAR, SEWELL, RUSS, SAYLOR AND JOHNSON, P.A.; 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 the Susan Street Sponsorship agreement with Sellar, Sewell, Russ, Saylor and Johnson, P.A. whose address is 1330 Citizens Boulevard Suite 404, Leesburg, Florida 34731.

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 27th day of October 2025.

Mayor

ATTEST:

City Clerk

SUSAN STREET SPORTS COMPLEX SPONSORSHIP AGREEMENT

This Sponsorship Agreement (the "Agreement") is made and entered into on this _____ day of _____, 2025 (the "Effective Date"), by and between the City of Leesburg, Florida, a Florida municipal corporation, whose mailing address is Post Office Box 490630, Leesburg, Florida 32749 and Sellar, Sewell, Russ, Saylor and Johnson, P.A., whose mailing address is 1330 Citizens Blvd, Suite 404, Leesburg, FL 34731 (the "Sponsor").

WHEREAS, the City owns and operates the Susan Street Recreational Complex, located at 940 Susan Street, Leesburg, Florida 34748, which includes various sports fields and amenities (the "Complex");

WHEREAS, the City wishes to secure sponsorship for the Complex in order to support the ongoing improvements, maintenance and operation of the facilities at the Complex;

WHEREAS, the Sponsor, in his representative capacity, desires to facilitate, in part, sponsorship of the Complex and be granted certain entitlements in connection with such sponsorship;

WHEREAS, the parties desire to enter into this Agreement to set forth the terms and conditions of their sponsorship arrangement;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Payment of Sponsorship Fee.** The Sponsor shall facilitate payment to the City a sponsorship fee in the amount of One Hundred and Fifty Thousand Dollars (\$150,000.00) (the "Sponsorship Fee"), which shall be paid to the City within thirty (30) days of the approval by the City of this Agreement. During said thirty (30) day approval period Sponsor may terminate this Agreement without penalty.
2. **Sponsor Recognition and Entitlements.** In consideration of the Sponsorship Fee, the City hereby grants the following recognition and entitlement to the Sponsor:

- a. Naming Rights. The City shall officially designate the prominent championship turf field within the Complex as the "Larry Phillips Field," which name shall be used in perpetuity, subject to the termination provisions set forth in Section 4 of this Agreement.
 - b. Scoreboard Visibility. The Sponsor's designated name, "Larry Phillips," shall be prominently displayed on the scoreboard for the Larry Phillips Field. Subject to the City's approval, Sponsor's shall have artistic license regarding the font style to be used, especially, in regard to the signature Phillips' "Flying P" font.
 - c. Commemorative Plaque. Subject to the City's approval, the sponsor shall design and permanently affix a dedicated plaque honoring Larry Phillips adjacent to the Larry Phillips Field's storage/press box facility. In any case, the plaque will be made of durable materials suitable for outdoor display and shall measure no less than 24 inches by 36 inches.
 - d. Business Acknowledgment. The three (3) logos of the Phillips automobile dealerships (Phillips Toyota, Phillips Chrysler Jeep Dodge Ram, and Phillips Buick-GMC Truck) shall be featured on the scoreboards throughout the Complex. Subject to sponsor's approval, the size and placement of such logos shall be determined by the City in its reasonable discretion, provided that such logos shall be clearly visible to spectators during normal use of the facilities.
 - e. Installation. The City will install all signage and other improvements set forth in this Agreement. The City will obtain and maintain all necessary permits, licenses, and approvals required for the operation of the Complex and the performance of its obligations under this Agreement. The City shall maintain the signage.
3. **Term**. This Agreement shall commence on the Effective Date and shall continue in perpetuity, unless earlier terminated in accordance with the provisions set forth herein.
4. **Default and Remedies**.
- a. Default by Sponsor. In the event Sponsor fails to timely make the Sponsorship Fee payment to the City, and such failure continues for a period of fifteen (15) days after written notice from the City, or in the event Sponsor breaches any other term, condition or obligations set forth in this Agreement, and such failure continues for a period of thirty (30) days after written notice from the City, the City may terminate this Agreement and all obligations of the City as set forth herein.

- b. Default by City. In the event the City materially breaches any term, condition, or obligation set forth herein and such failure continues for a period of thirty (30) days after written notice from Sponsor, then Sponsor, or any blood heir of Larry M. Phillips, may seek any appropriate legal or equitable remedy from a court of competent jurisdiction without further notice to the City.
- c. Consequences of Termination. Upon either Judicial termination of this Agreement, or the parties agreeing to termination of this agreement, the Sponsor's rights and entitlements granted hereunder shall cease, and the City shall have the right to rename Larry Phillips Field and remove all references to the Sponsor from the Complex and its facilities.

5. Representations and Warranties.

- a. By the City. The City represents and warrants that:

- (i) It has the full right, power, and authority to enter into this Agreement and to grant the rights and entitlements set forth herein;

- (ii) The execution, delivery, and performance of this Agreement have been duly authorized by all necessary action on the part of the City;

- (iii) This Agreement constitutes a valid and binding obligation of the City, enforceable against the City in accordance with its terms;

- (iv) The City has obtained all necessary approvals, consents, and authorizations required for the execution, delivery, and performance of this Agreement; and

- (v) The City's execution, delivery, and performance of this Agreement do not and will not conflict with or violate any applicable law, rule, regulation, judgment, order, or decree of any governmental authority.

- (vi) The City shall maintain the signage.

- b. By the Sponsor. The Sponsor represents and warrants that:

- (i) It has the full right, power, and authority to enter into this Agreement and to fulfill its obligations hereunder;
 - (ii) The execution, delivery, and performance of this Agreement have been duly authorized by all necessary action on the part of the Sponsor;
 - (iii) This Agreement constitutes a valid and binding obligation of the Sponsor, enforceable against the Sponsor in accordance with its terms;
 - (iv) The Sponsor has obtained all necessary approvals, consents, and authorizations required for the execution, delivery, and performance of this Agreement; and
 - (v) The Sponsor's execution, delivery, and performance of this Agreement do not and will not conflict with or violate any applicable law, rule, regulation, judgment, order, or decree of any governmental authority.
6. **Indemnification**. Sponsor shall indemnify, defend, and hold the City, its Mayor, Commissioners, Managers, officers, directors, employees, and agents harmless from and against any and all claims, demands, suits, actions, damages, liabilities, losses, and expenses (including reasonable attorneys' fees and court costs) arising out of or related to any claim that the City's use of the Phillips' name, logos, or other intellectual property infringes upon the rights of any third party.
7. **Morals Clause**. Notwithstanding anything to the contrary set forth herein, in the event Sponsor (i) is convicted of, or plead guilty or no contest to, any felony or crime involving moral turpitude; (ii) engage in any conduct that results in significant negative publicity or public scandal; (iii) make any public statements or take any actions that could reasonably be construed as discriminatory, offensive, or contrary to the values of the City; (iv) violate any applicable laws, regulations, or ethical standards related to their business practices or personal conduct; or (e) engage in any behavior that could reasonably be expected to bring the City or the Complex into disrepute or public contempt, the City may terminate this Agreement upon providing thirty (30) days prior written notice to Sponsor. The Sponsor shall thereafter be entitled to due process and have the right to seek judicial intervention as to the city's termination of this agreement.
8. **Maintenance and Upkeep**. The City shall be solely responsible for the ongoing maintenance and upkeep of the **Larry Phillips Field** and all associated facilities and signage within the Complex. The City will maintain the **Larry Phillips Field** and associated facilities to a standard of care and quality consistent with

comparable municipal recreational facilities in the region.

9. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to any choice of law or conflict of law provisions. Venue for any suit, action, or proceeding arising out of or related to this Agreement shall lie exclusively in a court of competent jurisdiction in Lake County, Florida.

10. **Miscellaneous.**

a. **Assignment.** Neither party may assign this Agreement, or any of its rights or obligations hereunder, without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any purported assignment in violation of this Section shall be null and void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors by permitted assignment.

b. **Entire Agreement; Modification.** This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written. This Agreement may not be modified or amended except by a written instrument signed by both parties.

c. **Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

d. **Waiver.** No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. No failure or delay by either party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

e. **Force Majeure.** Neither party shall be liable for any failure or delay in performance under this Agreement to the extent such failure or delay is caused by circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, riots, or government action; provided,

however, that the affected party shall use reasonable efforts to mitigate the effects of such circumstances and resume performance as soon as reasonably possible.

f. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and sent to the respective parties at the addresses set forth below (or to such other address that may be designated by a party from time to time in accordance with this Section). Notices shall be deemed to have been given: (i) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested), or (ii) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

As to the City:
City of Leesburg
ATTN: City Manager
Post Office Box 490630
Leesburg, Florida 32749

As to the Sponsor:
Sellar Sewell Russ Saylor & Johnson, P.A.
Chuck Johnson
1330 Citizens Blvd, Suite 404
Leesburg, Florida 34748

g. Relationship of the Parties. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

h. Survival. The provisions of this Agreement which by their nature should apply beyond the term of this Agreement shall remain in force after any termination or expiration of this Agreement, including, but not limited to, the following provisions: Sections 6 (Indemnification), 10 (Governing Law and Venue), 11 (Dispute Resolution), and 12 (Miscellaneous).

i. Interpretation. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

IN WITNESS WHEREOF, the parties have executed this Sponsorship Agreement as of the Effective Date.

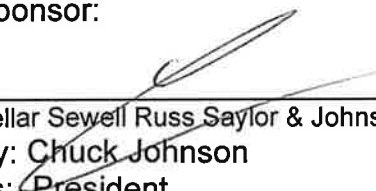
CITY OF LEESBURG, FLORIDA, a
Florida municipal corporation,

Alan Reisman, Mayor

Attest:

J. Andi Purvis, City Clerk

Sponsor:



Sellar Sewell Russ Saylor & Johnson, P.A.
By: Chuck Johnson
Its: President

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.12.

Meeting Date: October 27, 2025

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida approving the release of the City of Leesburg's statutorily reserved interests in phosphate, minerals, metals, and petroleum in, on, or under certain property previously conveyed by the City to Walling Enterprises, Inc; authorizing the Mayor and City Clerk to execute any and all instruments necessary to release such reserved interests; and providing an effective date.

Staff Recommendation:

Staff recommends approving the Resolution.

Analysis:

Pursuant to Section 270.11, Florida Statutes, when a local government conveys public land, it automatically retains an undivided three-fourths (3/4) interest in all phosphate, minerals, and metals on the land as well as an undivided one-half (1/2) interest in all petroleum. The retention of these interests also creates an implied easement that allows the local government to enter the land and search for and extract these materials from the property. Owners of land that was formerly government property will often request a release of these interests to own title free and clear of these encumbrances and Walling Enterprises, Inc., has made such a request. It's unknown whether any significant quantities of these materials exist on the subject property.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

N/A

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA APPROVING THE RELEASE OF THE CITY OF LEESBURG'S STATUTORILY RESERVED INTERESTS IN PHOSPHATE, MINERALS, METALS, AND PETROLEUM IN, ON, OR UNDER CERTAIN PROPERTY PREVIOUSLY CONVEYED BY THE CITY TO WALLING ENTERPRISES, INC; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE ANY AND ALL INSTRUMENTS NECESSARY TO RELEASE SUCH RESERVED INTERESTS; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City of Leesburg, Florida (the "City") previously conveyed certain real property to Walling Enterprises, Inc. "Walling"), through a Quit Claim Deed recorded on April 29, 2011, in O.R. Book 4027, Page 1461, Public Records of Lake County, Florida; and

WHEREAS, Walling has petitioned the City for release of all phosphate, minerals, metals, and petroleum interests reserved to the City pursuant to Section 270.11, Florida Statutes, and the City has agreed to release all such interests.

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

THAT, the City Commission of the City of Leesburg, Florida, hereby releases the City's statutorily reserved interests in all phosphate, minerals, metals, and petroleum in, on, or under the real property described in Exhibit "A" attached hereto, which are reserved to the City pursuant to Section 270.11, Florida Statutes. The Mayor and City Clerk are hereby authorized and directed to execute any and all instruments necessary to ensure the release of all such statutorily reserved interests.

THIS RESOLUTION shall take effect immediately 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 27th day of October 2025.

Mayor

ATTEST:

City Clerk



THIS INSTRUMENT PREPARED BY & RETURN TO:

Fred A. Morrison
P.O. Box 491357
Leesburg, Florida 34749 - 1357

Quitclaim Deed

RESERVED FOR RECORDING

THIS QUIT CLAIM DEED, executed this 27th day of April, 2011, by **THE CITY OF LEESBURG, FLORIDA**, whose address is P.O. Box 490630, Leesburg, FL 34749-0630, first party, to **WALLING ENTERPRISES, INC.**, whose address is P.O. Box 490329, second party:

(Wherever used herein, the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so requires.)

WITNESSETH, That the said first party, for and in consideration of the sum of TEN AND NO/100-----(\$10.00)----- Dollars, in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Lake, State of Florida, to-wit:

AS DESCRIBED ON EXHIBIT "A" ATTACHED

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien equity and claim whatsoever of the said first party, either in law or in equity, to the only proper use, benefit and behoof of the said second party forever.

IN WITNESS WHEREOF, the said first party has signed and sealed these presents the day and year first above written.

WITNESSES (two required):

GRANTOR: THE CITY OF LEESBURG, FLORIDA

Marge Strausbaugh
Marge Strausbaugh
(Type or print name of witness)

BY: Bill Polk
WILLIAM POLK, Mayor

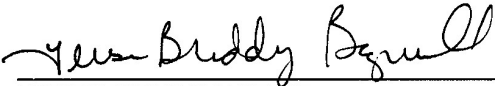
Teresa Braddy Bagwell
Teresa Braddy Bagwell
(Type or print name of witness)

Attest: Betty Richardson
BETTY RICHARDSON, City Clerk

STATE OF FLORIDA

COUNTY OF LAKE

BEFORE ME, the undersigned Notary Public, personally appeared William Polk, as Mayor, and Betty Richardson, as City Clerk, of the City of Leesburg, Florida, who acknowledged before me on the 27 day of April, 2011, that they executed the foregoing instrument, and who were either {CHECK ONE} ☒ personally known to me, or who ☐ produced _____ as identification.



NOTARY PUBLIC SIGNATURE

Type or print name of Notary

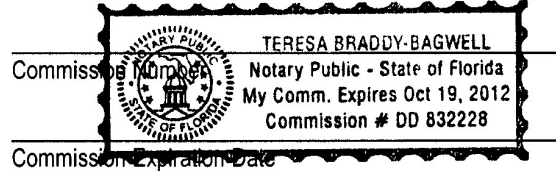


EXHIBIT "A"

PARCEL "A":

THAT PART OF THE ABANDONED ACL RAILROAD LYING IN THE NORTH 1/2 OF THE S.E. 1/4 OF SECTION 22, TOWNSHIP 19 SOUTH, RANGE 24 EAST IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF THE S.E. 1/4 OF THE N.W. 1/4 OF THE S.E. 1/4 OF SECTION 22, TOWNSHIP 19 SOUTH, RANGE 24 EAST, SAID POINT BEING A CONCRETE MONUMENT (NO NUMBER); THENCE S.89°43'39"E. ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE S.E. 1/4 OF SECTION 22 A DISTANCE OF 1175.17 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED ACL RAILROAD AND THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING, RUN N.89°43'39"W. ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE S.E. 1/4 A DISTANCE OF 11.18 FEET; THENCE N.68°44'55"W. PARALLEL WITH THE NORTHERLY RIGHT-OF-WAY LINE OF THE ABANDONED SAL RAILROAD A DISTANCE OF 100.04 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE ABANDONED ACL RAILROAD; THENCE N.31°32'20"W. ALONG THE WESTERLY RIGHT-OF-WAY LINE OF THE ABANDONED ACL RAILROAD, 618.04 FEET; THENCE N.00°18'22"E. PARALLEL WITH THE WEST LINE OF THE N.E. 1/4 OF THE S.E. 1/4 OF THE AFOREMENTIONED SECTION 22, TOWNSHIP 19 SOUTH, RANGE 24 EAST IN LAKE COUNTY, FLORIDA, A DISTANCE OF 132.67 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED ACL RAILROAD; THENCE S.31°32'20"E. ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED ACL RAILROAD A DISTANCE OF 816.31 FEET TO THE POINT OF BEGINNING. SUBJECT TO ALL EASEMENTS, RIGHTS-OF-WAY AND RESTRICTIONS OF RECORD, IF ANY.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.1.

Meeting Date: October 27, 2025

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, amending the boundaries and changing the name of the Grace Key Groves Community Development District established pursuant to Ordinance 24-33, to 'Grace Groves CDD'; providing a severability clause; addressing conflicts; and providing an effective date. (CDD rev Grace Groves)

Staff Recommendation:

Planning and Zoning Staff is recommending approval of the proposed name change to 'Grace Groves' and boundary amendment to 730.35-acres.

Analysis:

This request is for an ordinance amending the boundaries and changing the name of the existing of the Grace Key Groves Community Development District to Grace Groves CDD.

This CDD will serve the Grace Groves (formerly known as Bar Key Groves) area generally located south of Dewey Robbins Road and east of Bridges Road and U.S. Highway 27. This property currently consists of approximately 691.3 acres, and with the proposed inclusion of 39.05 acres, will encompass a total of 730.35 approximate acres. (1,700 housing units total, including the 156 units on the 39.05-acre addition).

A CDD's services may include, but are not limited to, the financing, funding, construction and operation of water and wastewater systems, roads, bridges, transit, shelters, environmental, conservation and mitigation areas, parks, plus schools and security measures. These services may vary from district to district. CDD's are specific to a described area, and have no zoning, development permitting or police power, and have no authority to encumber debt to a local government. Each district must remain in compliance with the local government's comprehensive plan.

Approval of this request does not create a negative impact for the City's comprehensive plan or the surrounding property owners.

Procurement Analysis:

N/A

Options:

1. Approve the proposed ordinance amending the boundaries of the Grace Groves Community Development District; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

Property owners within the Grace Groves Community Development District areas are solely responsible for the funding, financing, and maintenance of activities of the district; therefore, no direct fiscal impact is anticipated.

ORDINANCE NO. 25-__

**AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA,
AMENDING THE BOUNDARIES OF THE GRACE KEY GROVES
COMMUNITY DEVELOPMENT DISTRICT ESTABLISHED
PURSUANT TO ORDINANCE 21-17; CHANGING THE NAME OF
THE DISTRICT TO “GRACE GROVE COMMUNITY
DEVELOPMENT DISTRICT”; PROVIDING A SEVERABILITY
CLAUSE; ADDRESSING CONFLICTS; AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, effective July 22, 2024, and pursuant to Chapter 190, Florida Statutes, the City Commission for the City of Leesburg, Florida (“City”), previously adopted Ordinance No. 24-33 establishing the Grace Key Groves Community Development District (“District”); and

WHEREAS, the District has petitioned the City to adopt an ordinance amending the boundaries of District pursuant to Chapter 190, Florida Statutes (“Boundary Amendment”) and to change of the name of the District from “Grace Key Groves Community Development District” to “Grace Groves Community Development District” (“Name Change”); and

WHEREAS, the City, in determining whether to amend the District’s boundaries, has considered and finds that all statements contained in the *Petition to Amend the Boundaries and Change the Name of the Grace Key Groves Community Development District* (“Petition”) are true and correct; and

WHEREAS, as set forth in the Petition, the landowners of the Expansion Parcels have provided their consent to the Boundary Amendment; and

WHEREAS, a public hearing has been conducted by the City on November 10, 2025, in accordance with the requirements and procedures of Section 190.046, Florida Statutes, and all interested persons and affected units of general-purpose local government were afforded an opportunity to present oral and written comments on the Petition at said duly noticed public hearing; and

WHEREAS, the City has considered and finds that the amendment of the District’s boundaries is not inconsistent with any applicable element or portion of the applicable Comprehensive Plan; and

WHEREAS, the City has considered and finds that the area of land within the District, as amended, is a sufficient size, is sufficiently compact, and is sufficiently contiguous to be developed as a functional interrelated community; and

WHEREAS, the City has considered and finds that the District, as amended, is the best alternative for delivering the community development services and facilities to the area that will be served by the District; and

WHEREAS, the City has considered and finds that the community development services and facilities of the District, as amended, will not be incompatible with the capacity and uses of existing local and regional community development services and facilities; and

WHEREAS, the City has considered and finds that the area that will be served by the District, as amended, is amenable to separate special-district government; and

WHEREAS, a duly noticed public hearing on the Petition was held prior to the adoption of this Ordinance amending the boundaries of the District.

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Leesburg, Florida, as follows:

SECTION 1: AUTHORITY. This ordinance is adopted in compliance with and pursuant to the Uniform Community Development Act of 1980, Chapter 190, Florida Statutes (2025).

SECTION 2: EXTERNAL BOUNDARIES OF THE DISTRICT, AS AMENDED. The external boundaries of the District, as amended, are described in **Exhibit A** attached hereto, the overall parcel containing 730.35 acres of land.

SECTION 3: DISTRICT NAME. The community development district herein established shall henceforth be known as the “Grace Groves Community Development District.”

SECTION 4: SEVERABILITY. If any provision of this Ordinance, or the application thereof, is finally determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be deemed to be severable and the remaining provisions shall continue in full force and effect provided that the invalid, illegal or unenforceable provision is not material to the logical and intended interpretation of this Ordinance.

SECTION 5: CONFLICTING ORDINANCES. Except to the extent expressly stated herein, Ordinance No. 24-33 remains in full force and effect. All other ordinances or part thereof, in conflict herewith are, to the extent of such conflict, repealed.

SECTION 6: EFFECTIVE DATE. This Ordinance shall take effect upon its passage and adoption pursuant to general law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the ____ day of _____, 2025.

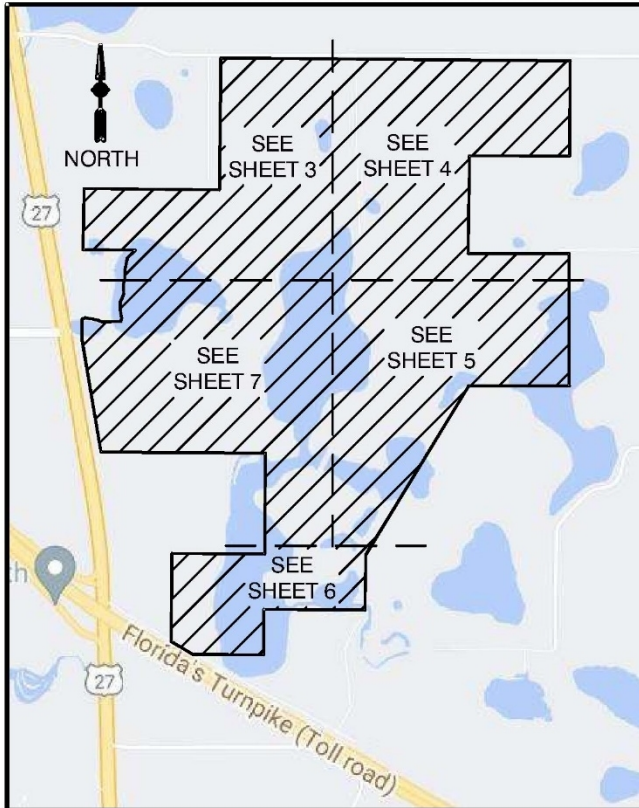
THE CITY OF LEESBURG, FLORIDA

BY: _____
Mayor

Attest: _____
City Clerk

EXHIBIT A

SKETCH OF DESCRIPTION (NOT A FIELD SURVEY)



VICINITY & KEY MAP
(NOT TO SCALE)

LEGEND:

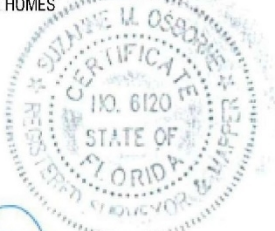
SR	STATE ROAD
GOV'T	GOVERNMENT
SEC	SECTION
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
R/W	RIGHT OF WAY
CDD	COMMUNITY DEVELOPMENT DISTRICT
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
INC.	INCORPORATED
NO.	NUMBER
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY

NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. BEARINGS ARE BASED ON THE SOUTH LINE OF SECTION 6-21S-25E, AS BEING N89°35'47"W.
3. THIS DESCRIPTION WAS PREPARED BY THIS FIRM AT THE CLIENT'S REQUEST AND IS BASED UPON INSTRUCTIONS PROVIDED BY CLIENT. THE INTENT OF THE DESCRIPTION IS FOR A PROPOSED COMMUNITY DEVELOPMENT DISTRICT.
4. THIS SKETCH HAS BEEN PREPARED UNDER THE DIRECTION AND SUPERVISION OF THE UNDERSIGNED BELOW IN ACCORDANCE WITH THE ADOPTED "STANDARDS OF PRACTICE" FOR LAND SURVEYING AS REQUIRED BY CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATE STATUTES.
5. THIS SKETCH WAS PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES NOT REPRESENT A BOUNDARY SURVEY.
6. HORIZONTAL DATUM SHOWN HEREON IS IN U.S. FEET.

CERTIFIED TO:

KOLTER HOMES



DATE: 06/24/2024

SUZANNE M. OSBORNE, PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 6120 FOR THE LICENSED FIRM OF HALFF
ASSOCIATES, INC. LICENSED BUSINESS NO. 8348

SHEET 1 OF 7

CLIENT	KOLTER GROUP
JOB NO.	46522-001 PHASE 100
ACAD FILE	46522-001 BAR KEY SKETCH FOR CDD
DATE	06/24/2024
DRAWN BY:	SMB/TRS
CHECKED BY:	SMO
FLD. BOOK:	N/A
REVISIONS	DATE

SKETCH OF DESCRIPTION
SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST
LAKE COUNTY, FLORIDA

**COMMUNITY DEVELOPMENT
DISTRICT FOR
BAR-KEY GROVES**



SKETCH OF DESCRIPTION (NOT A FIELD SURVEY)

DESCRIPTION (WRITTEN BY THIS FIRM):

COMMENCE AT THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 89°31'23" EAST ALONG THE NORTH LINE OF SAID SECTION 6 A DISTANCE OF 1779.04 FEET TO THE WEST LINE OF THE EAST 660 FEET OF THE NORTHWEST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°42'44" WEST ALONG SAID WEST LINE A DISTANCE OF 25.00 FEET TO THE INTERSECTION OF SAID WEST LINE AND THE SOUTH RIGHT OF WAY LINE OF DEWEY ROBBINS ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 158, PAGES 356 AND 357, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING THE POINT OF BEGINNING; THENCE RUN SOUTH 89°31'23" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 659.93 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND EAST LINE OF GOVERNMENT LOT 3; THENCE RUN SOUTH 89°30'13" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 2633.46 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND THE EAST LINE OF SECTION 6; THENCE RUN SOUTH 89°29'49" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 1310.53 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND EAST LINE OF GOVERNMENT LOT 4; THENCE RUN SOUTH 00°19'29" WEST ALONG SAID EAST LINE A DISTANCE OF 1255.59 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF SAID GOVERNMENT LOT 4; THENCE RUN NORTH 89°44'23" WEST ALONG THE SOUTH LINE OF SAID NORTH 1/2 OF GOVERNMENT LOT 4 A DISTANCE OF 1320.51 FEET TO THE SOUTHWEST CORNER OF SAID NORTH 1/2 OF GOVERNMENT LOT 4, ALSO BEING THE WEST LINE OF SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST; THENCE RUN SOUTH 00°46'43" WEST ALONG SAID WEST LINE OF SECTION 5 A DISTANCE OF 1286.19 FEET TO THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 5; THENCE RUN SOUTH 89°58'44" EAST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 1330.71 FEET TO THE NORTHEAST CORNER OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE RUN SOUTH 00°10'51" EAST ALONG THE EAST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 1747.32 FEET TO THE SOUTHEAST CORNER OF THE NORTH 418.45 FEET OF THE SOUTHWEST 1/4 OF SAID SOUTHWEST 1/4; THENCE RUN NORTH 89°51'20" WEST ALONG THE SOUTH LINE OF SAID NORTH 418.45 FEET A DISTANCE OF 1329.26 FEET TO THE SOUTHWEST CORNER OF SAID NORTH 418.45 FEET, ALSO BEING THE AFORESAID WEST LINE OF SECTION 5; THENCE RUN SOUTH 00°13'44" EAST ALONG SAID WEST LINE A DISTANCE OF 5.99 FEET TO A POINT 901.55 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 5; THENCE RUN SOUTH 31°25'07" WEST A DISTANCE OF 2602.44 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST; THENCE RUN SOUTH 00°49'47" WEST ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 A DISTANCE OF 728.81 FEET TO THE NORTH LINE OF THE SOUTH 600 FEET OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE RUN NORTH 89°36'23" WEST ALONG SAID NORTH LINE A DISTANCE OF 1331.31 FEET TO THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE RUN SOUTH 00°33'34" WEST ALONG SAID WEST LINE A DISTANCE OF 600.00 FEET TO THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF AFORESAID SECTION 7; THENCE RUN NORTH 89°36'23" WEST ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 932.72 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE FLORIDA TURNPIKE AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP PROJECT NUMBER 97775-2334; THENCE RUN NORTH 59°39'07" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE A DISTANCE OF 332.60 FEET TO THE WEST LINE OF AFORESAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE RUN NORTH 00°36'27" EAST ALONG SAID WEST LINE A DISTANCE OF 1162.90 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE RUN SOUTH 89°36'05" EAST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 A DISTANCE OF 1220.40 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE RUN NORTH 00°33'34" EAST ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF AFORESAID SECTION 7 A DISTANCE OF 1328.86 FEET TO THE NORTH LINE OF SAID SECTION 7; THENCE RUN NORTH 89°35'47" WEST ALONG SAID NORTH LINE A DISTANCE OF 1770.12 FEET; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 00°25'25" EAST A DISTANCE OF 378.31 FEET; THENCE RUN NORTH 80°18'59" EAST A DISTANCE OF 482.30 FEET; THENCE RUN NORTH 09°41'01" WEST A DISTANCE OF 861.09 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 850.00 FEET, A CHORD BEARING OF NORTH 74°23'39" WEST, A CHORD LENGTH OF 200.68 FEET, THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°33'31" AN ARC LENGTH OF 201.14 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 67°36'54" WEST A DISTANCE OF 445.54 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 450.00 FEET, A CHORD BEARING OF NORTH 76°46'52" WEST, A CHORD LENGTH OF 143.37 FEET, THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°19'57" AN ARC LENGTH OF 143.98 FEET; THENCE DEPARTING SAID CURVE, THENCE RUN SOUTH 09°38'01" EAST A DISTANCE OF 104.73 FEET; THENCE RUN SOUTH 80°21'59" WEST A DISTANCE OF 252.06 FEET TO THE EASTERLY RIGHT OF WAY LINE OF HIGHWAY 27 AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP PROJECT NUMBER 275-(5323), SECTION 1120; THENCE RUN NORTH 09°41'43" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 50.15 FEET TO THE WEST LINE OF AFORESAID SECTION 6; THENCE RUN NORTH 00°41'15" EAST ALONG SAID WEST LINE A DISTANCE OF 287.06 FEET, MORE OR LESS TO THE NORTHERLY EDGE OF WATER OF FISH HOOK LAKE; THENCE RUN EASTERLY, NORTHERLY, NORTHEASTERLY AND NORTHWESTERLY ALONG SAID EDGE OF WATER TO THE NORTH LINE OF GOVERNMENT LOT 5; THENCE RUN NORTH 89°26'56" WEST ALONG SAID NORTH LINE OF GOVERNMENT LOT 5 A DISTANCE OF 690 +/- FEET TO THE AFORESAID WEST LINE OF SAID SECTION 6; THENCE RUN NORTH 00°54'04" EAST ALONG SAID WEST LINE A DISTANCE OF 804.54 FEET TO THE SOUTH LINE OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 3466, PAGE 1626, AFORESAID PUBLIC RECORDS; THENCE RUN SOUTH 89°27'50" EAST ALONG SAID SOUTH LINE A DISTANCE OF 1784.85 FEET TO THE EAST LINE OF SAID PROPERTY, ALSO BEING THE AFORESAID WEST LINE OF THE EAST 660 FEET OF THE NORTHWEST 1/4 OF SECTION 6; THENCE RUN NORTH 00°42'44" EAST ALONG SAID EAST LINE A DISTANCE OF 1739.05 FEET TO THE POINT OF BEGINNING.

CONTAINING 691.30 ACRES, MORE OR LESS.

SHEET 2 OF 7		SKETCH OF DESCRIPTION SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST LAKE COUNTY, FLORIDA.	
CLIENT: KOLTER GROUP JOB NO: 48522 004 PHASE 100 ACAD FILE: 48522 004 BAR KEY SKETCH FOR CDD DATE: 06/24/2024 CHECKED BY: SMO DRAWN BY: SMO/TRS FLD BOOK: N/A REVISIONS:		COMMUNITY DEVELOPMENT DISTRICT FOR BAR-KEY GROVES	
REVISIONS:			

SKETCH OF DESCRIPTION (NOT A FIELD SURVEY)

SECTION 31-20-25

S00°42'44"W 25.00'

(BEARING BASIS)
S89°31'23"E 1779.04'
NORTH LINE OF SECTION 6-21-25

POINT OF COMMENCEMENT
NW CORNER OF
SECTION 6-21-25

POINT OF BEGINNING
INTERSECTION OF THE S R/W LINE
AND THE W LINE OF THE E 660' OF
NW 1/4, SECTION 6-21-25

DEWEY ROBBINS ROAD 3-2824

659.93'
S89°31'23"E

2633.46'
S89°30'13"E

INTERSECTION OF S
R/W LINE AND E
LINE OF GOV'T LOT 3

660' (D)

E 660' OF NW 1/4,
SECTION 6-21-25

NOT PLATTED

GOV'T LOT 3

GOV'T LOT 4

SECTION 1-21-24

NOT PLATTED

EAST LINE OF SECTION 1-21-24
WEST LINE OF SECTION 6-21-25

804.54'
N00°54'04"E

S89°27'50"E 1784.85'
S LINE OF ORB 3466, PG 1626

GOV'T LOT 4

N89°26'56"W
690'±

N LINE GOVERNMENT LOT 5 PER MONUMENTATION

E-W MIDSECTION LINE PER SECTION BREAKDOWN

NOT PLATTED

643.22'

S'LY, SE'LY & SW'LY

EDGE OF WATERS OF
FISH HOOK LAKE
(GRAPHICAL DEPICTION ONLY)

SECTION 6-21-25

GOV'T LOT 2

SEE SHEET 4

SEE SHEET 7

1 inch = 500 ft.

500 0 250 500

GRAPHIC SCALE

N

SHEET 3 OF 7	
CLIENT	KOLTER GROUP
JOB NO.	48522.004 PHASE 100
ACAD FILE	48522.004 BAR KEY SKETCH FOR CDD
DATE	05/24/2024
CHECKED BY	SMD
DRAWN BY	SMB/TRS
FLD. BOOK	N/A
REVISIONS	DATE

SKETCH OF DESCRIPTION	
SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST LAKE COUNTY, FLORIDA	
COMMUNITY DEVELOPMENT DISTRICT FOR BAR-KEY GROVES	
	
502 North Skyway Avenue Tavares, Florida 32778 Office 352.343.6881 Fax 352.343.8485 Licensed Business Number: 8348	

SKETCH OF DESCRIPTION (NOT A FIELD SURVEY)

DEWEY ROBBINS ROAD 3-2824

2633.46'
S89°30'13"E

S R/W LINE OF 25' RIGHT OF WAY
PER ORB 158, PG 356-357

INTERSECTION OF S R/W
AND E LINE SECTION 6

1310.53'
S89°29'49"E

INTERSECTION OF S
R/W LINE AND E LINE OF
GOVERNMENT LOT 4

N 1/2 OF GOV'T LOT 4
SEC 5-21-25

SE CORNER OF N 1/2
OF GOV'T LOT 4

S00°19'29"W
1255.59'

EAST LINE OF GOV'T LOT 4

NOT PLATTED

S LINE OF N 1/2 OF GOV'T LOT 4

1320.51'
N89°44'23"W

SW CORNER OF N 1/2 OF
GOVERNMENT LOT 4
ALSO BEING WEST LINE SEC 5

NOT PLATTED

SECTION 5-21-25

NE CORNER OF
NW 1/4 OF SW 1/4,
SECTION 5-21-25

S89°58'44"E 1330.71'

N LINE OF NW 1/4 OF SW 1/4,
SECTION 5-21-25

NW 1/4 OF SW 1/4
SECTION 5-21-25

E LINE OF NW 1/4 OF SW 1/4,
SECTION 5-21-25

1747.32'
S00°10'51"E
NOT PLATTED

EAST LINE OF SECTION 6-21-25
WEST LINE OF SECTION 5-21-25

WEST LINE OF SECTION 5-21-25
1286.19'
S00°46'43"W

SEE SHEET 3

GOV'T LOT 2

GOV'T LOT 1

E 1/2 OF SECTION 6-21-25

NW CORNER OF NW
1/4 OF SW 1/4,
SECTION 5-21-25

SEE SHEET 5

GRAPHIC SCALE

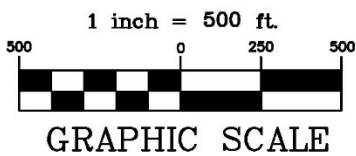
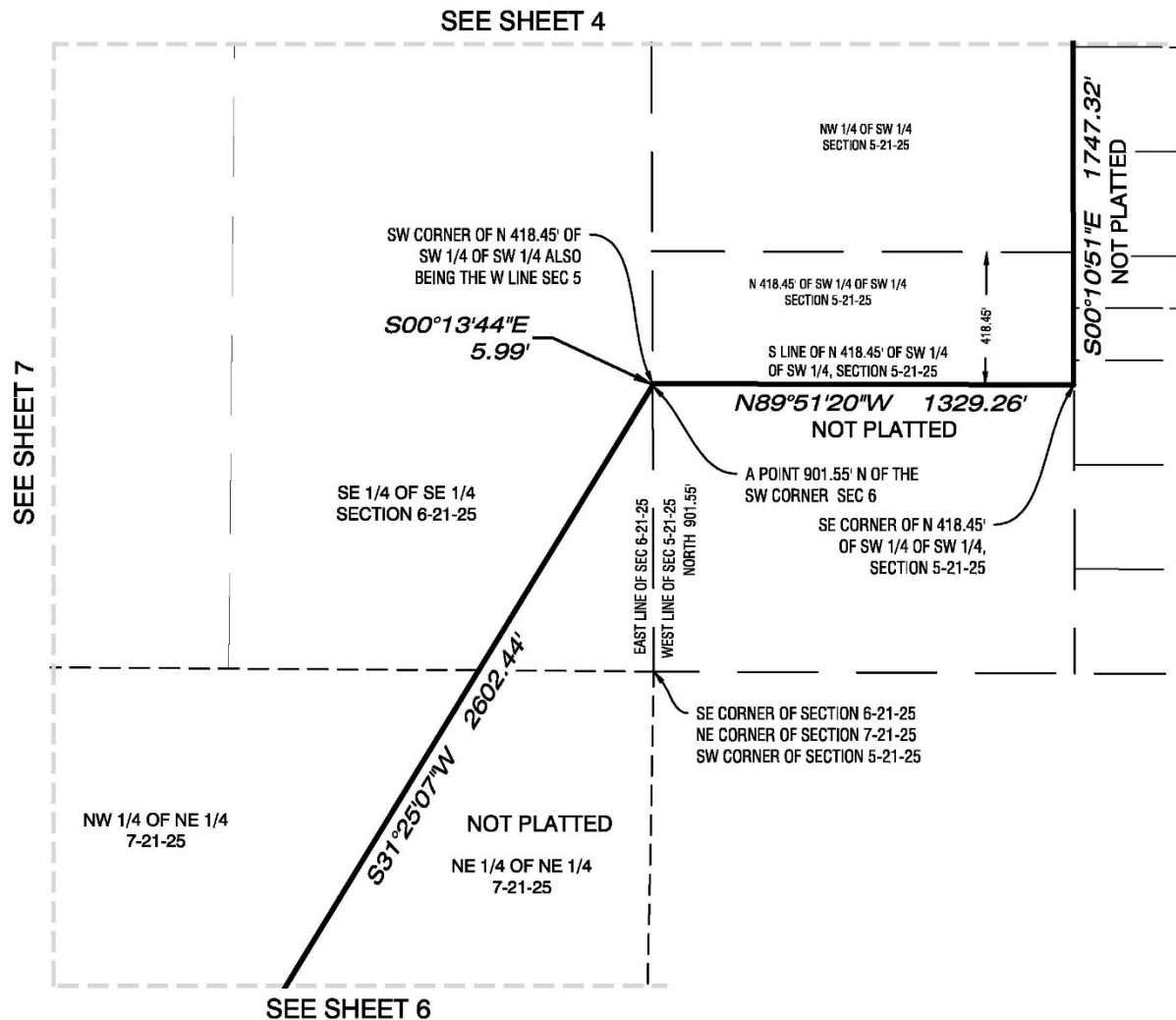
SHEET 4 OF 7

CLIENT	KOLTER GROUP
JOB NO.	46322 004 PHASE 100
ACAD FILE	46322 004 BAR KEY SKETCH FOR CDD
DATE	06/24/2024
CHECKED BY:	BMO
DRAWN BY:	SMB/TRB
FLD. BOOK:	N/A
REVISIONS	DATE

SKETCH OF DESCRIPTION
SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST
LAKE COUNTY, FLORIDA

COMMUNITY DEVELOPMENT
DISTRICT FOR
BAR-KEY GROVES

SKETCH OF DESCRIPTION (NOT A FIELD SURVEY)



SHEET 5 OF 7		SKETCH OF DESCRIPTION SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST LAKE COUNTY, FLORIDA.	
CLIENT	KOLTER GROUP	COMMUNITY DEVELOPMENT DISTRICT FOR BAR-KEY GROVES	
JOB NO.	48522 004 PHASE 100		
ACAD FILE	48522 004 BAR KEY SKETCH FOR CDD		
DATE	06/24/2024		
CHECKED BY:	SMD		
DRAWN BY:	SMB/TRB	F.L.D. BOOK:	N/A
REVISIONS	DATE		

952 North Biscayne Avenue
Tampa, Florida 33679
Office: 352.343.0481
Fax: 352.343.0485
Licensed Business Number: 8348

SKETCH OF DESCRIPTION (NOT A FIELD SURVEY)

SEE SHEET 7

NW CORNER OF SE 1/4 OF NW 1/4, SECTION 7-21-25

N00°33'34"E 1328.86'

S89°36'05"E 1220.40'

NORTH LINE OF SE 1/4 OF NW 1/4, SECTION 7-21-25

SE 1/4 OF NW 1/4 SECTION 7-21-25 E 1/2 OF GOVT LOT 2

N00°36'27"E 1162.90'

W LINE OF SE 1/4 OF NW 1/4 OF SECTION 7-21-25

SW 1/4 OF NE 1/4

N LINE OF S 600' OF SW 1/4 OF NE 1/4, SECTION 7-21-25

E LINE OF SW 1/4 OF NE 1/4, SECTION 7-21-25

728.81'

S00°49'47"W

NOT PLATTED

NE CORNER OF SE 1/4 OF NW 1/4, SECTION 7-21-25

SW CORNER OF SE 1/4 OF NW 1/4 OF SECTION 7-21-25

300' RIGHT OF WAY PER FDOT R/W MAP STATE PROJECT NO. 97775-2334

FLORIDA TURNPIKE

NOT PLATTED

N59°39'07"W 332.60'

N/LY R/W LINE R/W PER FDOT MAP

SOUTH LINE OF NW 1/4 SECTION 7-21-25

932.72'

N89°36'23"W

SE CORNER OF SE 1/4 OF NW 1/4, SECTION 7-21-25

SECTION 7-21-25

600.00'

S00°33'34"W

1331.31'

N89°36'23"W

NOT PLATTED

600'

1 inch = 500 ft.

500 0 250 500

GRAPHIC SCALE

SHEET 6 OF 7

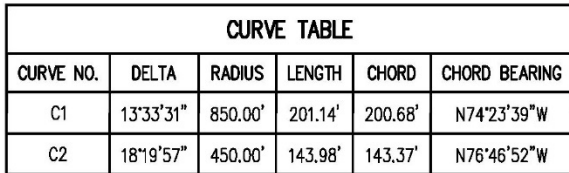
CLIENT	KOLTER GROUP
JOB NO.	46322 004 PHASE 100
ACAD FILE	46322 004 BAR KEY SKETCH FOR CDD
DATE	06/24/2024
CHECKED BY:	BMO
DRAWN BY:	SMJ/TRB
PLD BOOK:	N/A
REVISIONS	DATE

SKETCH OF DESCRIPTION
SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST
LAKE COUNTY, FLORIDA

**COMMUNITY DEVELOPMENT
DISTRICT FOR
BAR-KEY GROVES**

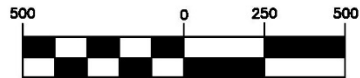
812 North Riverside Avenue
Tampa, Florida 33708
Office: 813.243.5681
Fax: 813.243.8885
Licensed Business Number: 8348

SEE SHEET 3



LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	N67°36'54"W	445.54'
L2	S9°38'01"E	104.73'
L3	S80°21'59"W	252.06'
L4	N9°41'43"W	50.15'
L5	N0°41'15"E	287.06'
L6	S81°29'48"E	257.18'
L7	N89°06'11"E	251.02'
L8	N8°59'26"E	953.50'

1 inch = 500 ft.



GRAPHIC SCALE

SHEET 7 OF 7

[illegible]

SKETCH OF DESCRIPTION
SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST
LAKE COUNTY, FLORIDA.

**COMMUNITY DEVELOPMENT
DISTRICT FOR
BAR-KEY GROVES**



TOGETHER WITH:

EXPANSION PARCEL LEGAL DESCRIPTION:
(TITLE COMMITMENT #110493856 SCHEDULE "A")

THE NORTH $\frac{1}{2}$ OF THE SOUTH $\frac{1}{2}$ OF GOVERNMENT LOT 4 IN SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST, ALSO KNOWN AS THE NORTH $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

AND

THE SOUTH $\frac{1}{4}$ OF GOVERNMENT OF LOT 4 IN SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, ALSO KNOWN AS THE SOUTH $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ IN SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

CONTAINING 39.05 ACRES, MORE OR LESS.

FOR A TOTAL OF 730.35 ACRES, MORE OR LESS.

PETITION TO AMEND THE BOUNDARIES & CHANGE THE NAME OF THE GRACE KEY GROVES COMMUNITY DEVELOPMENT DISTRICT

Submitted by: Jere Earlywine, Esq.
Florida Bar No. 155527
Jere.Earlywine@KutakRock.com
KUTAK ROCK LLP
107 West College Avenue
Tallahassee, Florida 32301
Ph: (850) 528-6152

BEFORE THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA

**PETITION TO AMEND THE BOUNDARIES AND CHANGE THE NAME OF THE
GRACE KEY GROVES COMMUNITY DEVELOPMENT DISTRICT**

Petitioner, Grace Key Groves Community Development District, a unit of special-purpose local government established pursuant to the provisions of Chapter 190, Florida Statutes, and Ordinance No. 24-33, and located entirely within the boundaries of the City of Leesburg ("District"), hereby petitions the Board of City Commissioners of the City of Leesburg, Florida, pursuant to the "Uniform Community Development District Act of 1980," Chapter 190, Florida Statutes, and specifically Sections 190.046 and 190.005, Florida Statutes, to adopt an amendment to Ordinance No. 24-33 to add approximately 39.05 acres to the District, and change the name of the District to "Grace Groves Community Development District." In support of this petition, the District states:

1. Location and Size. The District is located entirely within the City of Leesburg, Florida ("City"). **Exhibit 1** depicts the general location of the existing District. The District currently covers approximately 691.30 acres of land and is located south of Dewey Robbins, west of South Dewey Robbins Road, east of Bridges Road and north of Blue Cedar Road. The current metes and bounds description of the external boundary of the District is set forth in **Exhibit 2**. The metes and bounds of the lands to be added to the District ("Expansion Parcel") which comprises approximately 39.05 acres are set forth in **Exhibit 3**. Subsequent to the proposed amendment of the District, the District will encompass approximately 730.35 acres in total. **Exhibit 4** contains the metes and bounds description of the District boundary, as amended ("Amended District").

2. Excluded Parcels. There are no parcels within the external boundary of the Expansion Parcel which are to be excluded.

3. Landowner Consent. Petitioner has obtained written consent to amend the boundary of the District from the owners of one hundred percent of property subject to the proposed amendment. Documentation of this consent is contained in **Exhibit 5**. The favorable action by the Board of Supervisors of the District, as reflected in Resolution 2025-__ at **Exhibit 6**, constitutes consent for all other lands pursuant to Section 190.046(1)(f), Florida Statutes.

4. Board Members. The five persons designated by the Ordinance as the original Board of Supervisors met and scheduled an election of the landowners as required by Section 190.006, Florida Statutes. The current members of the Board of Supervisors of the District are William Fife, Owen Budorick, Greg Beliveau, Pete Williams and Stephanie Vaughn.

5. Future Land Uses. The designation of future general distribution, location, and extent of the public and private land uses proposed for the Amended District by the future land use plan elements of the local government comprehensive plan are shown on **Exhibit 7**. Amendment of the District in the manner proposed is consistent with the adopted local government comprehensive plan.

6. District Facilities and Services. **Exhibit 8** describes the type of facilities District presently expects to finance, construct, acquire and/or install, as well as the anticipated owner and entity responsible for maintenance. The estimated costs of constructing the infrastructure serving lands within the Amended District are also identified in **Exhibit 8**. Currently, these improvements are estimated to be made, acquired, constructed, and/or from 2028 to 2029. Actual construction timetables and expenditures will likely vary, due in part to the effects of

future changes in the economic conditions upon costs such as labor, services, materials, interest rates and market conditions.

7. Major Water and Wastewater Facilities. **Exhibit 9** shows the existing and proposed major trunk water mains and sewer connections serving the lands within and around the Expansion Parcel.

8. Statement of Estimated Regulatory Costs. **Exhibit 10** is the statement of estimated regulatory costs ("SERC") prepared in accordance with the requirements of Section 120.541, Florida Statutes. The SERC is based upon presently available data. The data and methodology used in preparing the SERC accompany it.

9. District Name. The District is currently named "Grace Key Groves Community Development District." The District desires to rename the District to "Grace Groves." The favorable action by the Board of Supervisors of the District, as reflected in Resolution 2024-29 at **Exhibit 11**, authorizes District staff to file a request to change the name of the District.

10. Agent Authorization. **Exhibit 12** is an authorization of agent authorizing Jere Earlywine to act as the District's agents in all matters related to the Petition. Copies of all correspondence should be sent to:

Jere Earlywine, Esq.
Jere.Earlywine@KutakRock.com
KUTAK ROCK LLP
107 West College Avenue
Tallahassee, Florida 32301
Ph: (850) 528-6152

11. Chapter 190, Florida Statutes Requirements Are Met. This petition to amend the boundary of the District should be granted for the following reasons:

a. Amendment of the District's boundary and all land uses and services planned within the Amended District are not inconsistent with applicable elements or portions of the adopted state comprehensive plan or the effective local government comprehensive plan.

b. The area of land within the Amended District is part of a planned community. The Amended District will continue to be of sufficient size and sufficiently compact and contiguous to be developed as one functional and interrelated community.

c. Existence of the Amended District will prevent the general body of taxpayers in the City from bearing the burden for installation of the infrastructure and the maintenance of certain facilities within the development encompassed by the Amended District. The Amended District is the best alternative for delivering community development services and facilities to the Amended District without imposing an additional burden on the general population of the City. Amendment of the District to include such lands within a comprehensively planned community, as proposed, allows for a more efficient use of resources.

d. The community development services and facilities of the Amended District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities.

e. The area to be served by the Amended District is amenable to separate special-district government.

WHEREFORE, the District respectfully requests that the City Commission of the City of Leesburg, Florida:

a. Schedule a public hearing in accordance with the requirements of Section 190.046(1)(f), Florida Statutes;

b. Grant the petition and amend Ordinance No. 24-33 to amend the boundary of the District pursuant to Chapter 190, Florida Statutes; and

c. Grant the petition and amend Ordinance No. 24-33 to rename the District to the “Grace Groves Community Development District.”

RESPECTFULLY SUBMITTED, this 28th day of August, 2025.

KUTAK ROCK LLP



Jere Earlywine, Esq.

Florida Bar No. 155527

Jere.Earlywine@KutakRock.com

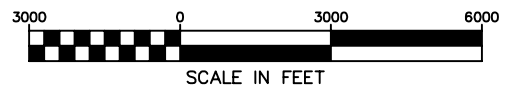
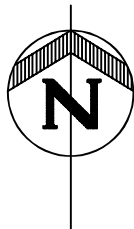
KUTAK ROCK LLP

107 West College Avenue

Tallahassee, Florida 32301

Ph: (850) 528-6152

EXHIBIT 1



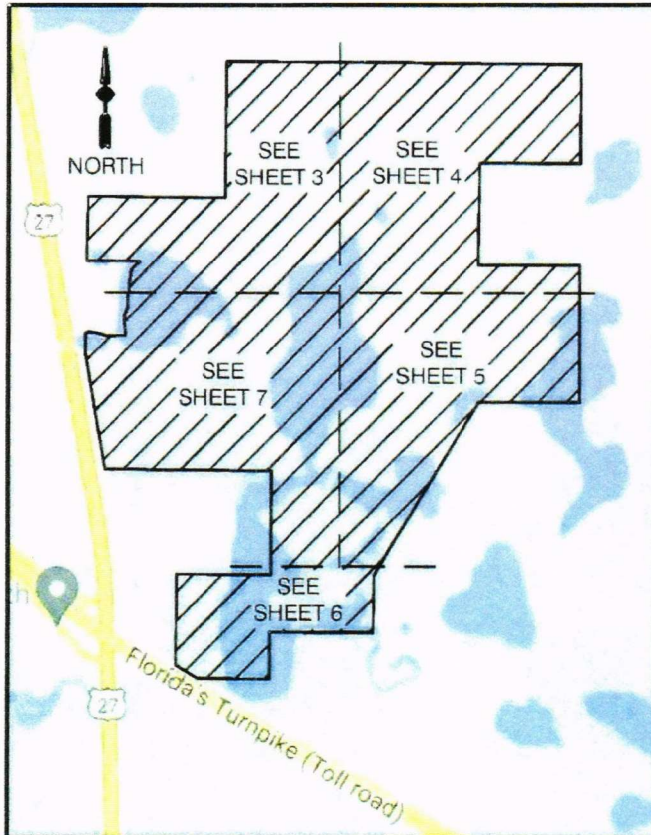
GRACE GROVES CDD LOCATION MAP

 **halff**
902 NORTH SINCLAIR AVE.
TAVARES, FL 32778
TEL. (352) 343-8481
CERTIFICATE OF AUTHORIZATION
NUMBER: 33380

EXHIBIT 2

EXTERNAL BOUNDARIES OF THE DISTRICT

SKETCH OF DESCRIPTION (NOT A FIELD SURVEY)



VICINITY & KEY MAP
(NOT TO SCALE)

LEGEND:

SR	STATE ROAD
GOVT	GOVERNMENT
SEC	SECTION
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
R/W	RIGHT OF WAY
CDD	COMMUNITY DEVELOPMENT DISTRICT
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
INC.	INCORPORATED
NO.	NUMBER
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY

NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. BEARINGS ARE BASED ON THE SOUTH LINE OF SECTION 6-21S-25E, AS BEING N89°35'47"W.
3. THIS DESCRIPTION WAS PREPARED BY THIS FIRM AT THE CLIENT'S REQUEST AND IS BASED UPON INSTRUCTIONS PROVIDED BY CLIENT. THE INTENT OF THE DESCRIPTION IS FOR A PROPOSED COMMUNITY DEVELOPMENT DISTRICT.
4. THIS SKETCH HAS BEEN PREPARED UNDER THE DIRECTION AND SUPERVISION OF THE UNDERSIGNED BELOW IN ACCORDANCE WITH THE ADOPTED "STANDARDS OF PRACTICE" FOR LAND SURVEYING AS REQUIRED BY CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATE STATUTES.
5. THIS SKETCH WAS PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES NOT REPRESENT A BOUNDARY SURVEY.
6. HORIZONTAL DATUM SHOWN HEREON IS IN U.S. FEET.

CERTIFIED TO:

KOLTER HOMES

SUZANNE M. OSBORNE, PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 6120 FOR THE LICENSED FIRM OF HALFF
ASSOCIATES, INC. LICENSED BUSINESS NO. 8348

DATE: 06/24/2024

SHEET 1 OF 7

CLIENT	KOLTER GROUP
JOB NO.	MS22-004 PHASE 100
ACAD FILE	MS22-004 BAR KEY SKETCH FOR CDD
DATE	06/24/2024
CHECKED BY	SMD
DRAWN BY	SMB TRS
FLD BOOK	N/A
REVISIONS	

SKETCH OF DESCRIPTION SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST LAKE COUNTY, FLORIDA

COMMUNITY DEVELOPMENT
DISTRICT FOR
BAR-KEY GROVES



SKETCH OF DESCRIPTION (NOT A FIELD SURVEY)

DESCRIPTION (WRITTEN BY THIS FIRM):

COMMENCE AT THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 89°31'23" EAST ALONG THE NORTH LINE OF SAID SECTION 6 A DISTANCE OF 1779.04 FEET TO THE WEST LINE OF THE EAST 660 FEET OF THE NORTHWEST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°42'44" WEST ALONG SAID WEST LINE A DISTANCE OF 25.00 FEET TO THE INTERSECTION OF SAID WEST LINE AND THE SOUTH RIGHT OF WAY LINE OF DEWEY ROBBINS ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 158, PAGES 356 AND 357, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING THE POINT OF BEGINNING; THENCE RUN SOUTH 89°31'23" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 659.93 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND EAST LINE OF GOVERNMENT LOT 3; THENCE RUN SOUTH 89°30'13" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 2633.46 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND THE EAST LINE OF SECTION 6; THENCE RUN SOUTH 89°29'49" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 1310.53 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND EAST LINE OF GOVERNMENT LOT 4; THENCE RUN SOUTH 00°19'29" WEST ALONG SAID EAST LINE A DISTANCE OF 1255.59 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF SAID GOVERNMENT LOT 4; THENCE RUN NORTH 89°44'23" WEST ALONG THE SOUTH LINE OF SAID NORTH 1/2 OF GOVERNMENT LOT 4 A DISTANCE OF 1320.51 FEET TO THE SOUTHWEST CORNER OF SAID NORTH 1/2 OF GOVERNMENT LOT 4, ALSO BEING THE WEST LINE OF SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST; THENCE RUN SOUTH 00°46'43" WEST ALONG SAID WEST LINE OF SECTION 5 A DISTANCE OF 1286.19 FEET TO THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 5; THENCE RUN SOUTH 89°58'44" EAST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 1330.71 FEET TO THE NORTHEAST CORNER OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE RUN SOUTH 00°10'51" EAST ALONG THE EAST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 1747.32 FEET TO THE SOUTHEAST CORNER OF THE NORTH 418.45 FEET OF THE SOUTHWEST 1/4 OF SAID SOUTHWEST 1/4; THENCE RUN NORTH 89°51'20" WEST ALONG THE SOUTH LINE OF SAID NORTH 418.45 FEET A DISTANCE OF 1329.26 FEET TO THE SOUTHWEST CORNER OF SAID NORTH 418.45 FEET, ALSO BEING THE AFORESAID WEST LINE OF SECTION 5; THENCE RUN SOUTH 00°13'44" EAST ALONG SAID WEST LINE A DISTANCE OF 5.99 FEET TO A POINT 901.55 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 5; THENCE RUN SOUTH 31°25'07" WEST A DISTANCE OF 2602.44 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST; THENCE RUN SOUTH 00°49'47" WEST ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 A DISTANCE OF 728.81 FEET TO THE NORTH LINE OF THE SOUTH 600 FEET OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE RUN NORTH 89°36'23" WEST ALONG SAID NORTH LINE A DISTANCE OF 1331.31 FEET TO THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE RUN SOUTH 00°33'34" WEST ALONG SAID WEST LINE A DISTANCE OF 600.00 FEET TO THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF AFORESAID SECTION 7; THENCE RUN NORTH 89°36'23" WEST ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 932.72 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE FLORIDA TURNPIKE AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP PROJECT NUMBER 97775-2334; THENCE RUN NORTH 59°39'07" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE A DISTANCE OF 332.60 FEET TO THE WEST LINE OF AFORESAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE RUN NORTH 00°36'27" EAST ALONG SAID WEST LINE A DISTANCE OF 1162.90 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE RUN SOUTH 89°36'05" EAST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 A DISTANCE OF 1220.40 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE RUN NORTH 00°33'34" EAST ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF AFORESAID SECTION 7 A DISTANCE OF 1328.86 FEET TO THE NORTH LINE OF SAID SECTION 7; THENCE RUN NORTH 89°35'47" WEST ALONG SAID NORTH LINE A DISTANCE OF 1770.12 FEET; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 00°25'25" EAST A DISTANCE OF 379.31 FEET; THENCE RUN NORTH 80°18'59" EAST A DISTANCE OF 482.30 FEET; THENCE RUN NORTH 09°41'01" WEST A DISTANCE OF 861.09 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 850.00 FEET, A CHORD BEARING OF NORTH 74°23'39" WEST, A CHORD LENGTH OF 200.68 FEET. THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°33'31" AN ARC LENGTH OF 201.14 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 67°36'54" WEST A DISTANCE OF 445.54 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 450.00 FEET, A CHORD BEARING OF NORTH 76°46'52" WEST, A CHORD LENGTH OF 143.37 FEET. THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°19'57" AN ARC LENGTH OF 143.98 FEET. THENCE DEPARTING SAID CURVE, THENCE RUN SOUTH 09°38'01" EAST A DISTANCE OF 104.73 FEET; THENCE RUN SOUTH 80°21'59" WEST A DISTANCE OF 252.06 FEET TO THE EASTERLY RIGHT OF WAY LINE OF HIGHWAY 27 AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP PROJECT NUMBER 275-(5323), SECTION 1120; THENCE RUN NORTH 09°41'43" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 50.15 FEET TO THE WEST LINE OF AFORESAID SECTION 6; THENCE RUN NORTH 00°41'15" EAST ALONG SAID WEST LINE A DISTANCE OF 287.06 FEET, MORE OR LESS TO THE NORTHERLY EDGE OF WATER OF FISH HOOK LAKE; THENCE RUN EASTERLY, NORTHERLY, NORTHEASTERLY AND NORTHWESTERLY ALONG SAID EDGE OF WATER TO THE NORTH LINE OF GOVERNMENT LOT 5; THENCE RUN NORTH 89°26'56" WEST ALONG SAID NORTH LINE OF GOVERNMENT LOT 5 A DISTANCE OF 690 +/- FEET TO THE AFORESAID WEST LINE OF SAID SECTION 6; THENCE RUN NORTH 00°54'04" EAST ALONG SAID WEST LINE A DISTANCE OF 804.54 FEET TO THE SOUTH LINE OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 3466, PAGE 1626, AFORESAID PUBLIC RECORDS; THENCE RUN SOUTH 89°27'50" EAST ALONG SAID SOUTH LINE A DISTANCE OF 1784.85 FEET TO THE EAST LINE OF SAID PROPERTY, ALSO BEING THE AFORESAID WEST LINE OF THE EAST 660 FEET OF THE NORTHWEST 1/4 OF SECTION 6; THENCE RUN NORTH 00°42'44" EAST ALONG SAID EAST LINE A DISTANCE OF 1739.05 FEET TO THE POINT OF BEGINNING.

CONTAINING 691.30 ACRES, MORE OR LESS.

SHEET 2 OF 7

CLIENT	KOLTER GROUP
JOB NO.	48022-004 PHASE 100
ACAD FILE	48022-004 BAR KEY SKETCH FOR CDD
DATE	05/24/2004
DRAWN BY:	SM/STRS
CHECKED BY:	SMC
REVISED	FLD BOOK: N/A
DATE	

SKETCH OF DESCRIPTION
SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST
LAKE COUNTY, FLORIDA

COMMUNITY DEVELOPMENT
DISTRICT FOR
BAR-KEY GROVES



SKETCH OF DESCRIPTION (NOT A FIELD SURVEY)

SECTION 31-20-25

- S R/W LINE OF 25 RIGHT OF WAY PER ORB 158, PG 356-357
- S00°42'44"W 25.00'
- DEWEY ROBBINS ROAD 3-2824
- 659.93' S89°31'23"E
- 2633.46' S89°30'13"E
- INTERSECTION OF S R/W LINE AND E LINE OF GOVT LOT 3
- 660' (D)

SECTION 1-21-24

- POINT OF COMMENCEMENT NW CORNER OF SECTION 6-21-25
- (BEARING BASIS) S89°31'23"E 1779.04'
- NORTH LINE OF SECTION 6-21-25
- POINT OF BEGINNING INTERSECTION OF THE S R/W LINE AND THE W LINE OF THE E 660' OF NW 1/4, SECTION 6-21-25
- NOT PLATTED
- GOVT LOT 3
- GOVT LOT 4
- E 660' OF NW 1/4, SECTION 6-21-25

SECTION 6-21-25

- GOVT LOT 2
- GOVT LOT 3
- GOVT LOT 4
- 804.54' N00°54'04"E
- S89°27'50"E 1784.85'
- S LINE OF ORB 3466, PG 1626
- N89°26'56"W 690'±
- N LINE GOVERNMENT LOT 5 PER MONUMENTATION
- E-W MIDSECTION LINE PER SECTION BREAKDOWN
- S'ELY, SE'Ely & SW'Ely
- EDGE OF WATERS OF FISH HOOK LAKE (GRAPHICAL DEPICTION ONLY)
- 643.22'
- NOT PLATTED

Other Labels:

- SECTION 31-20-25
- SECTION 1-21-24
- SECTION 6-21-25
- SEE SHEET 4
- SEE SHEET 7

1 inch = 500 ft.

500 0 250 500

GRAPHIC SCALE

SHEET 3 OF 7

CLIENT	KOLTER GROUP
JOB NO.	48322 004 PHASE 100
ACAD FILE	48322 004 BAR KEY SKETCH FOR CDD
DATE	3/22/2024 CHECKED BY: BMO
DRAWN BY:	SMUTRS PLO BOOK: N/A
REVISIONS	DATE

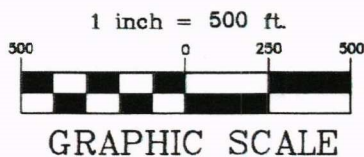
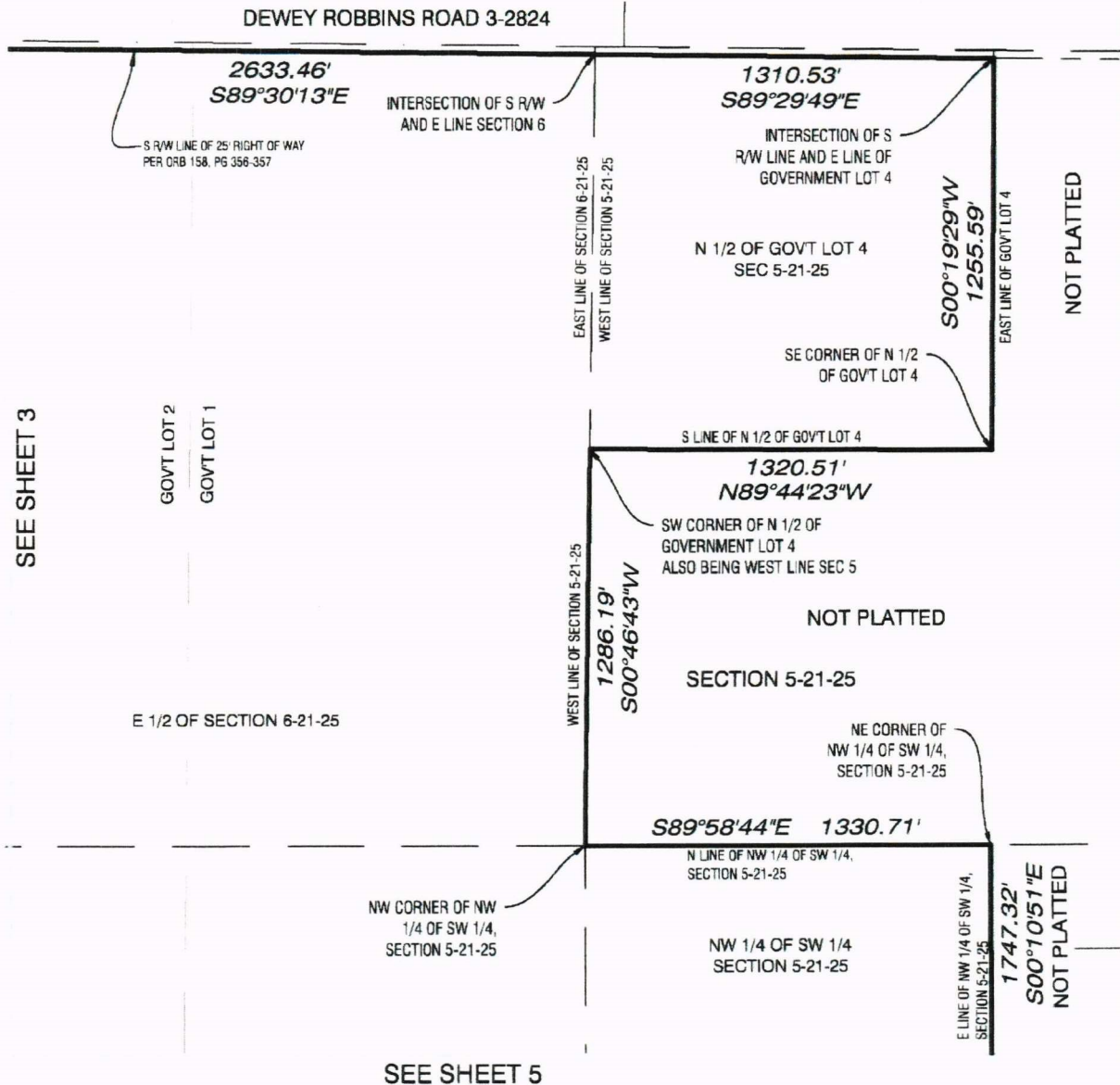
SKETCH OF DESCRIPTION
SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST
LAKE COUNTY, FLORIDA

COMMUNITY DEVELOPMENT
DISTRICT FOR
BAR-KEY GROVES

half

102 North Steele Avenue
Tampa, Florida 33708
Office: 813.243.8881
Fax: 813.243.8885
Licensee Business Number: 6348

SKETCH OF DESCRIPTION (NOT A FIELD SURVEY)



SHEET 4 OF 7

CLIENT	KOLTER GROUP
JOB NO.	48325 004 PHASE 1 00
ACAD FILE	48325 004 BAR KEY SKETCH FOR CDD
DATE	05/24/2024
DRAWN BY	SMNTRB
REVISIONS	PLD BOOK N/A
	DATE

SKETCH OF DESCRIPTION

SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST
LAKE COUNTY, FLORIDA

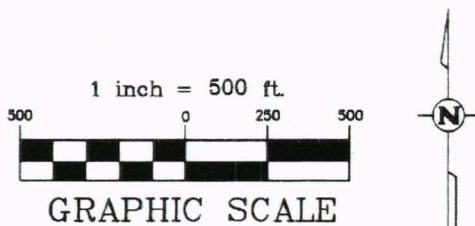
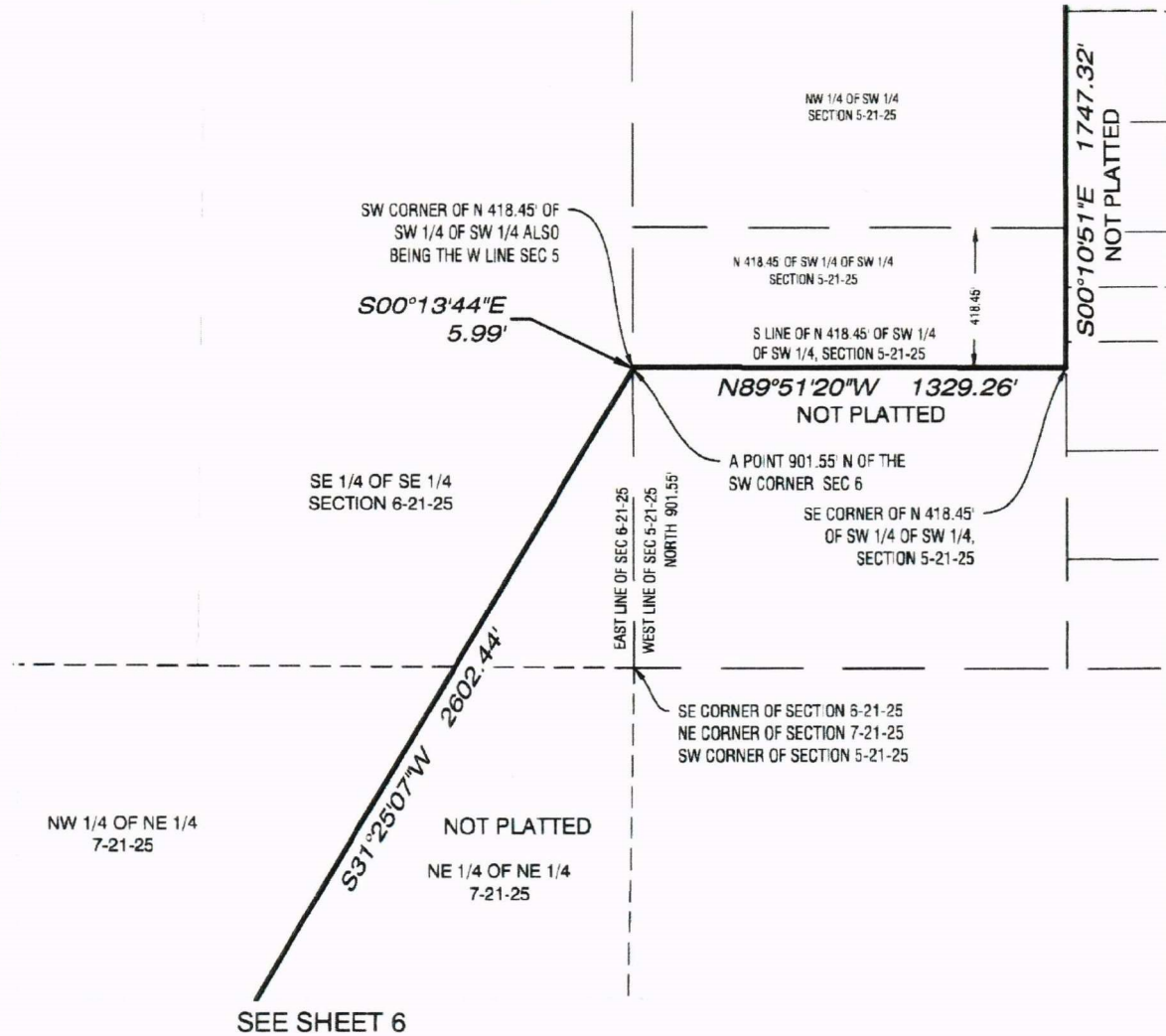
COMMUNITY DEVELOPMENT
DISTRICT FOR
BAR-KEY GROVES



SKETCH OF DESCRIPTION (NOT A FIELD SURVEY)

SEE SHEET 4

SEE SHEET 7



SHEET 5 OF 7

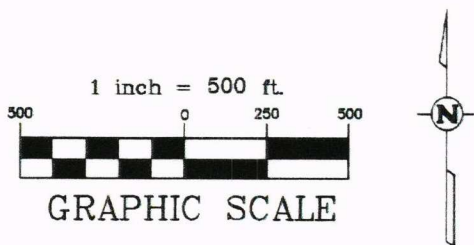
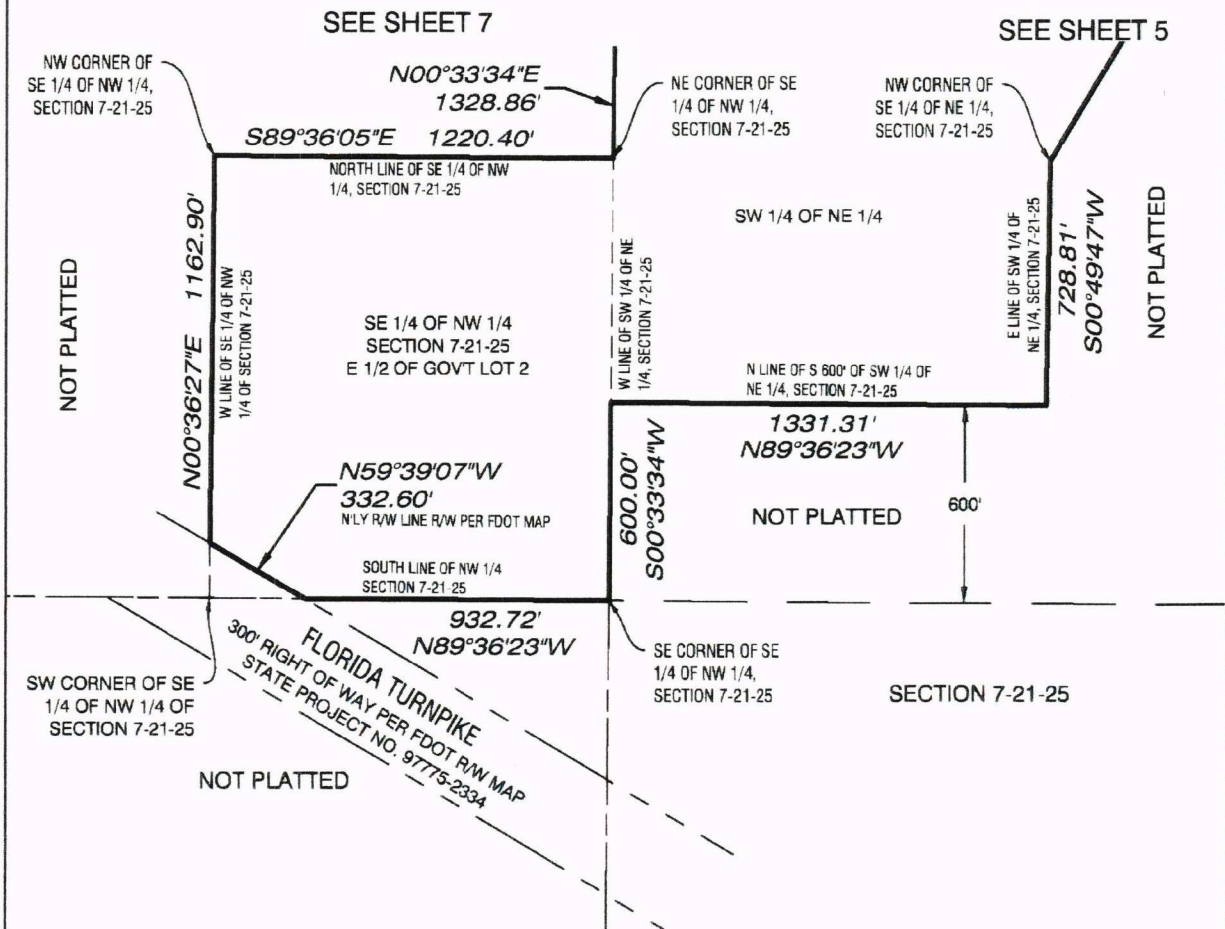
CLIENT: KOLTER GROUP
JOB NO: 48229.004 PHASE 1.00
ACAD FILE: 48229.004 BAR KEY SKETCH FOR CDD
DATE: 3/24/2024 CHECKED BY: SMO
DRAWN BY: SMYTRIS P.D. BOOK: N/A
REVISIONS: DATE

SKETCH OF DESCRIPTION
SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST
LAKE COUNTY, FLORIDA

**COMMUNITY DEVELOPMENT
DISTRICT FOR
BAR-KEY GROVES**



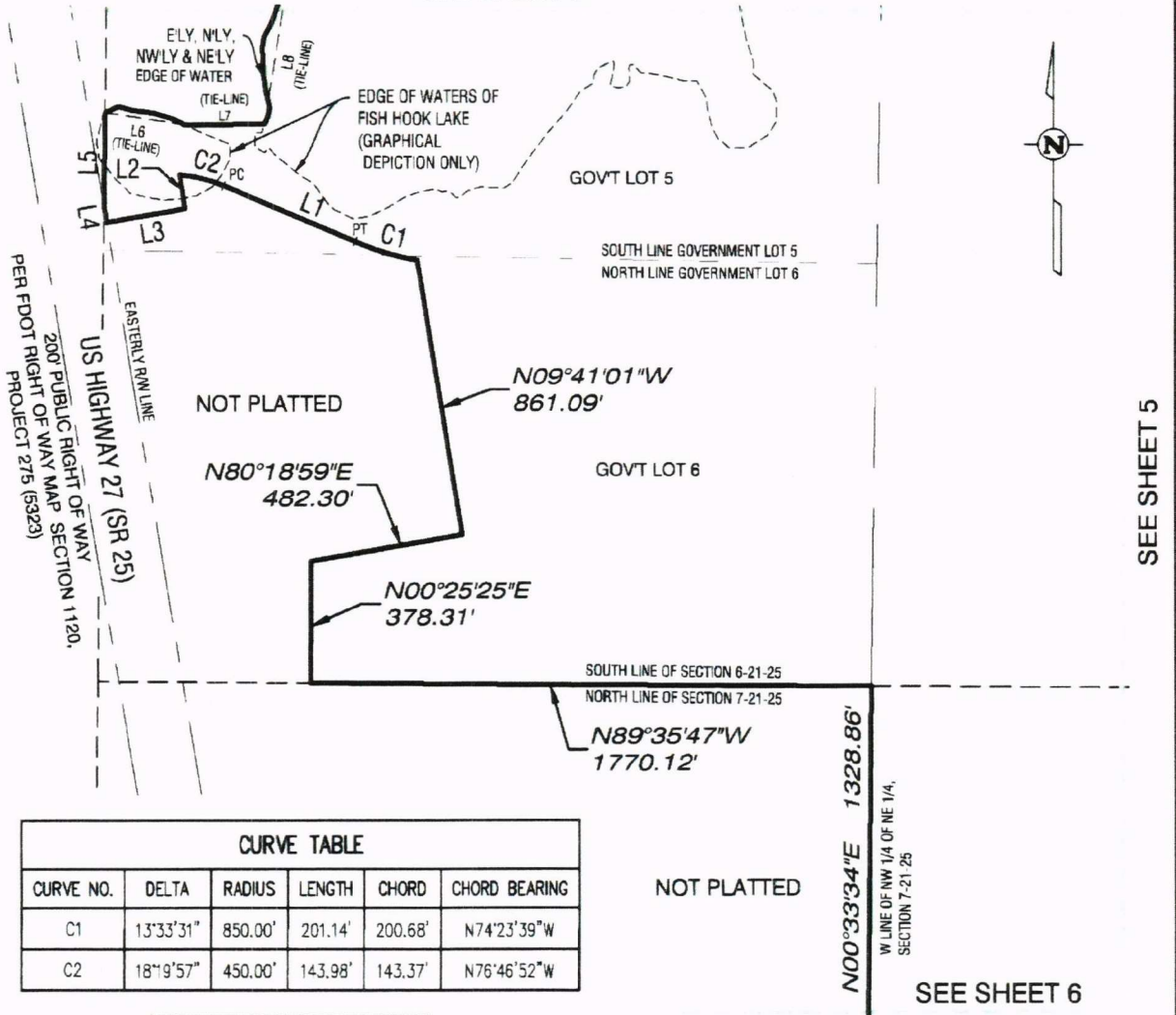
SKETCH OF DESCRIPTION (NOT A FIELD SURVEY)



SHEET 6 OF 7		SKETCH OF DESCRIPTION SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST LAKE COUNTY, FLORIDA																					
CLIENT: KOLTER GROUP JOB NO: 48322.004 PHASE 100 ACAD FILE: 48322.004 BAR KEY SKETCH FOR CDD DATE: 3/24/2024 CHECKED BY: SMO DRAWN BY: SMO/TRS PLO BOOK: N/A REVISIONS:		COMMUNITY DEVELOPMENT DISTRICT FOR BAR-KEY GROVES																					
<table border="1"> <thead> <tr> <th>REVISIONS</th> <th>DATE</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table>		REVISIONS	DATE																			 500 North Broadway Avenue Tampa, Florida 33602 Office: 813.543.0481 Fax: 813.543.0485 Licensed Business Number: 5290	
REVISIONS	DATE																						

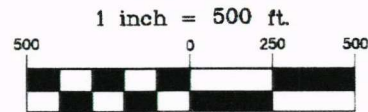
SKETCH OF DESCRIPTION (NOT A FIELD SURVEY)

SEE SHEET 3



CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	13°33'31"	850.00'	201.14'	200.68'	N74°23'39"W
C2	18°19'57"	450.00'	143.98'	143.37'	N76°46'52"W

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	N67°36'54"W	445.54'
L2	S9°38'01"E	104.73'
L3	S80°21'59"W	252.06'
L4	N9°41'43"W	50.15'
L5	N0°41'15"E	287.06'
L6	S81°29'48"E	257.18'
L7	N89°06'11"E	251.02'
L8	N8°59'26"E	953.50'



GRAPHIC SCALE

SHEET 7 OF 7		SKETCH OF DESCRIPTION	
CLIENT: KOLTER GROUP		SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST LAKE COUNTY, FLORIDA	
JOB NO: 48029.004 PHASE 100		COMMUNITY DEVELOPMENT DISTRICT FOR BAR-KEY GROVES	
ACAD FILE: 48029.004 BAR KEY SKETCH FOR CDD			
DATE: 06/24/2024 CHECKED BY: SMC			
DRAWN BY: SMC/TBS PLD BOOK: N/A		300 North Bruce Avenue Tallahassee, Florida 32310 Phone: 904.343.0401 Fax: 904.343.0405 Licensed Business Number: 0248	
REVISIONS:		DATE:	

EXHIBIT 3

EXPANSION PARCEL LEGAL DESCRIPTION:
(TITLE COMMITMENT #110493856 SCHEDULE "A")

THE NORTH $\frac{1}{2}$ OF THE SOUTH $\frac{1}{2}$ OF GOVERNMENT LOT 4 IN SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST, ALSO KNOWN AS THE NORTH $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

AND

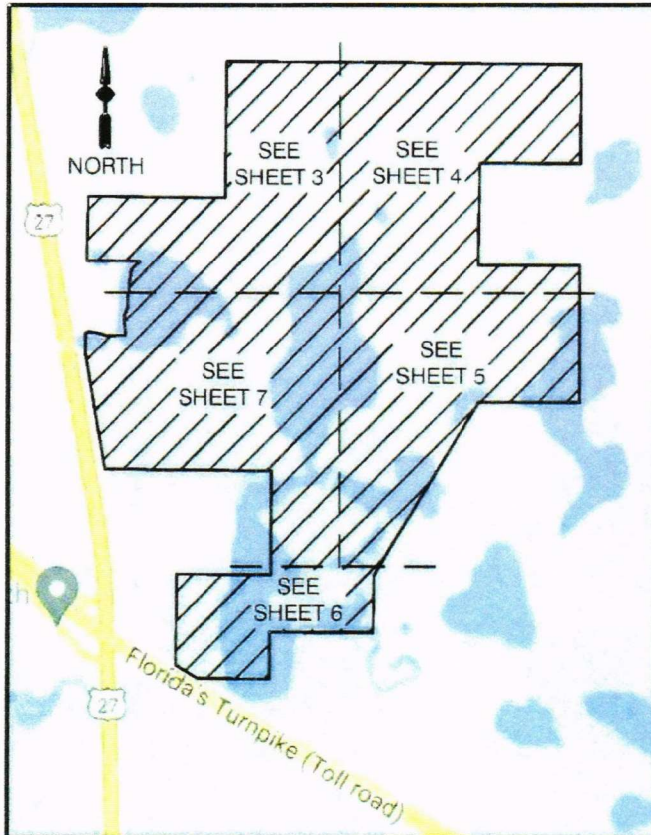
THE SOUTH $\frac{1}{4}$ OF GOVERNMENT OF LOT 4 IN SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, ALSO KNOWN AS THE SOUTH $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ IN SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

CONTAINING 39.05 ACRES, MORE OR LESS.

EXHIBIT 4

EXTERNAL BOUNDARIES OF THE DISTRICT

SKETCH OF DESCRIPTION (NOT A FIELD SURVEY)



VICINITY & KEY MAP
(NOT TO SCALE)

LEGEND:

SR	STATE ROAD
GOVT	GOVERNMENT
SEC	SECTION
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
R/W	RIGHT OF WAY
CDD	COMMUNITY DEVELOPMENT DISTRICT
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
INC.	INCORPORATED
NO.	NUMBER
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY

NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. BEARINGS ARE BASED ON THE SOUTH LINE OF SECTION 6-21S-25E, AS BEING N89°35'47"W.
3. THIS DESCRIPTION WAS PREPARED BY THIS FIRM AT THE CLIENT'S REQUEST AND IS BASED UPON INSTRUCTIONS PROVIDED BY CLIENT. THE INTENT OF THE DESCRIPTION IS FOR A PROPOSED COMMUNITY DEVELOPMENT DISTRICT.
4. THIS SKETCH HAS BEEN PREPARED UNDER THE DIRECTION AND SUPERVISION OF THE UNDERSIGNED BELOW IN ACCORDANCE WITH THE ADOPTED "STANDARDS OF PRACTICE" FOR LAND SURVEYING AS REQUIRED BY CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATE STATUTES.
5. THIS SKETCH WAS PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES NOT REPRESENT A BOUNDARY SURVEY.
6. HORIZONTAL DATUM SHOWN HEREON IS IN U.S. FEET.

CERTIFIED TO:

KOLTER HOMES

SUZANNE M. OSBORNE, PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 6120 FOR THE LICENSED FIRM OF HALFF
ASSOCIATES, INC. LICENSED BUSINESS NO. 8348

DATE: 06/24/2024

SHEET 1 OF 7

CLIENT	KOLTER GROUP
JOB NO.	MS22-004 PHASE 100
ACAD FILE	MS22-004 BAR KEY SKETCH FOR CDD
DATE	06/24/2024
DRAWN BY	SMB-TNS
CHECKED BY	SMB
FLD BOOK	N/A
REVISIONS	

SKETCH OF DESCRIPTION SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST LAKE COUNTY, FLORIDA

COMMUNITY DEVELOPMENT
DISTRICT FOR
BAR-KEY GROVES



SKETCH OF DESCRIPTION (NOT A FIELD SURVEY)

DESCRIPTION (WRITTEN BY THIS FIRM):

COMMENCE AT THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 89°31'23" EAST ALONG THE NORTH LINE OF SAID SECTION 6 A DISTANCE OF 1779.04 FEET TO THE WEST LINE OF THE EAST 660 FEET OF THE NORTHWEST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°42'44" WEST ALONG SAID WEST LINE A DISTANCE OF 25.00 FEET TO THE INTERSECTION OF SAID WEST LINE AND THE SOUTH RIGHT OF WAY LINE OF DEWEY ROBBINS ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 158, PAGES 356 AND 357, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING THE POINT OF BEGINNING; THENCE RUN SOUTH 89°31'23" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 659.93 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND EAST LINE OF GOVERNMENT LOT 3; THENCE RUN SOUTH 89°30'13" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 2633.46 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND THE EAST LINE OF SECTION 6; THENCE RUN SOUTH 89°29'49" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 1310.53 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND EAST LINE OF GOVERNMENT LOT 4; THENCE RUN SOUTH 00°19'29" WEST ALONG SAID EAST LINE A DISTANCE OF 1255.59 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF SAID GOVERNMENT LOT 4; THENCE RUN NORTH 89°44'23" WEST ALONG THE SOUTH LINE OF SAID NORTH 1/2 OF GOVERNMENT LOT 4 A DISTANCE OF 1320.51 FEET TO THE SOUTHWEST CORNER OF SAID NORTH 1/2 OF GOVERNMENT LOT 4, ALSO BEING THE WEST LINE OF SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST; THENCE RUN SOUTH 00°46'43" WEST ALONG SAID WEST LINE OF SECTION 5 A DISTANCE OF 1286.19 FEET TO THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 5; THENCE RUN SOUTH 89°58'44" EAST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 1330.71 FEET TO THE NORTHEAST CORNER OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE RUN SOUTH 00°10'51" EAST ALONG THE EAST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 1747.32 FEET TO THE SOUTHEAST CORNER OF THE NORTH 418.45 FEET OF THE SOUTHWEST 1/4 OF SAID SOUTHWEST 1/4; THENCE RUN NORTH 89°51'20" WEST ALONG THE SOUTH LINE OF SAID NORTH 418.45 FEET A DISTANCE OF 1329.26 FEET TO THE SOUTHWEST CORNER OF SAID NORTH 418.45 FEET, ALSO BEING THE AFORESAID WEST LINE OF SECTION 5; THENCE RUN SOUTH 00°13'44" EAST ALONG SAID WEST LINE A DISTANCE OF 5.99 FEET TO A POINT 901.55 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 5; THENCE RUN SOUTH 31°25'07" WEST A DISTANCE OF 2602.44 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST; THENCE RUN SOUTH 00°49'47" WEST ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 A DISTANCE OF 728.81 FEET TO THE NORTH LINE OF THE SOUTH 600 FEET OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE RUN NORTH 89°36'23" WEST ALONG SAID NORTH LINE A DISTANCE OF 1331.31 FEET TO THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE RUN SOUTH 00°33'34" WEST ALONG SAID WEST LINE A DISTANCE OF 600.00 FEET TO THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF AFORESAID SECTION 7; THENCE RUN NORTH 89°36'23" WEST ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 932.72 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE FLORIDA TURNPIKE AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP PROJECT NUMBER 97775-2334; THENCE RUN NORTH 59°39'07" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE A DISTANCE OF 332.60 FEET TO THE WEST LINE OF AFORESAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE RUN NORTH 00°36'27" EAST ALONG SAID WEST LINE A DISTANCE OF 1162.90 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE RUN SOUTH 89°36'05" EAST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 A DISTANCE OF 1220.40 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE RUN NORTH 00°33'34" EAST ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF AFORESAID SECTION 7 A DISTANCE OF 1328.86 FEET TO THE NORTH LINE OF SAID SECTION 7; THENCE RUN NORTH 89°35'47" WEST ALONG SAID NORTH LINE A DISTANCE OF 1770.12 FEET; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 00°25'25" EAST A DISTANCE OF 379.31 FEET; THENCE RUN NORTH 80°18'59" EAST A DISTANCE OF 482.30 FEET; THENCE RUN NORTH 09°41'01" WEST A DISTANCE OF 861.09 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 850.00 FEET, A CHORD BEARING OF NORTH 74°23'39" WEST, A CHORD LENGTH OF 200.68 FEET. THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°33'31" AN ARC LENGTH OF 201.14 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 67°36'54" WEST A DISTANCE OF 445.54 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 450.00 FEET, A CHORD BEARING OF NORTH 76°46'52" WEST, A CHORD LENGTH OF 143.37 FEET. THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°19'57" AN ARC LENGTH OF 143.98 FEET. THENCE DEPARTING SAID CURVE, THENCE RUN SOUTH 09°38'01" EAST A DISTANCE OF 104.73 FEET; THENCE RUN SOUTH 80°21'59" WEST A DISTANCE OF 252.06 FEET TO THE EASTERLY RIGHT OF WAY LINE OF HIGHWAY 27 AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP PROJECT NUMBER 275-(5323), SECTION 1120; THENCE RUN NORTH 09°41'43" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 50.15 FEET TO THE WEST LINE OF AFORESAID SECTION 6; THENCE RUN NORTH 00°41'15" EAST ALONG SAID WEST LINE A DISTANCE OF 287.06 FEET, MORE OR LESS TO THE NORTHERLY EDGE OF WATER OF FISH HOOK LAKE; THENCE RUN EASTERLY, NORTHERLY, NORTHEASTERLY AND NORTHWESTERLY ALONG SAID EDGE OF WATER TO THE NORTH LINE OF GOVERNMENT LOT 5; THENCE RUN NORTH 89°26'56" WEST ALONG SAID NORTH LINE OF GOVERNMENT LOT 5 A DISTANCE OF 690 +/- FEET TO THE AFORESAID WEST LINE OF SAID SECTION 6; THENCE RUN NORTH 00°54'04" EAST ALONG SAID WEST LINE A DISTANCE OF 804.54 FEET TO THE SOUTH LINE OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 3466, PAGE 1626, AFORESAID PUBLIC RECORDS; THENCE RUN SOUTH 89°27'50" EAST ALONG SAID SOUTH LINE A DISTANCE OF 1784.85 FEET TO THE EAST LINE OF SAID PROPERTY, ALSO BEING THE AFORESAID WEST LINE OF THE EAST 660 FEET OF THE NORTHWEST 1/4 OF SECTION 6; THENCE RUN NORTH 00°42'44" EAST ALONG SAID EAST LINE A DISTANCE OF 1739.05 FEET TO THE POINT OF BEGINNING.

CONTAINING 691.30 ACRES, MORE OR LESS.

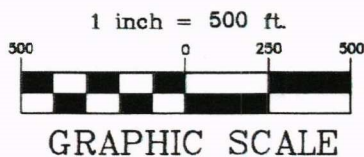
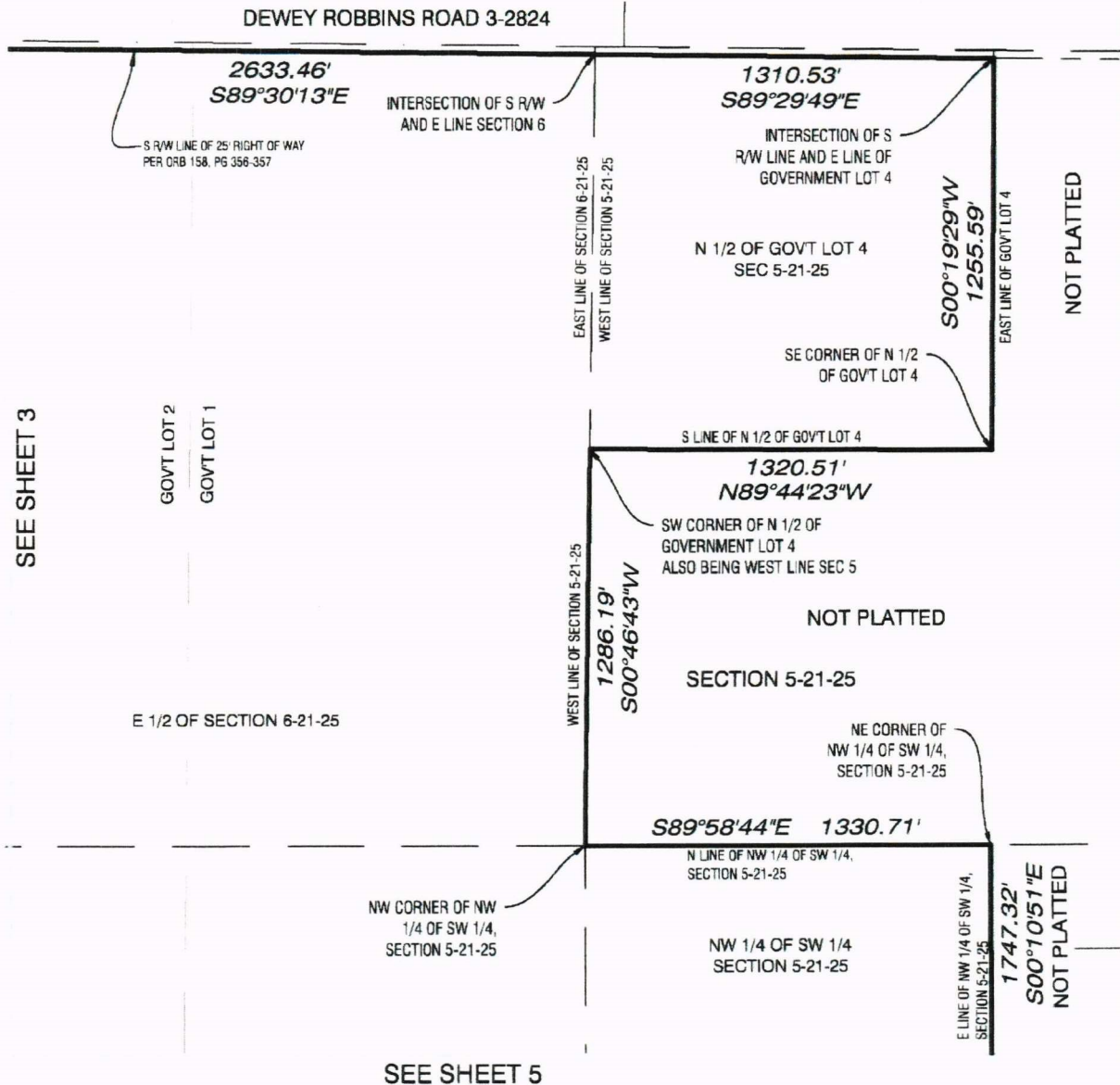
SHEET 2 OF 7		SKETCH OF DESCRIPTION SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 25 EAST LAKE COUNTY, FLORIDA																	
CLIENT: KOLTER GROUP JOB NO: 48022-004 PHASE 100 ACAD FILE: 48022-004 BAR KEY SKETCH FOR CDD DATE: 05/24/2004 CHECKED BY: SMC DRAWN BY: SMC/STRS PLO BOOK: N/A REVISIONS:		COMMUNITY DEVELOPMENT DISTRICT FOR BAR-KEY GROVES																	
<table border="1"> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </table>																			
500 North Brickell Avenue Tampa, Florida 33679		Office: 813.243.0481 Fax: 813.243.0485 Licensed Business Number: 0306																	

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[illegible]

3

SKETCH OF DESCRIPTION (NOT A FIELD SURVEY)



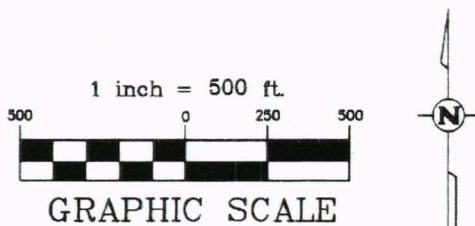
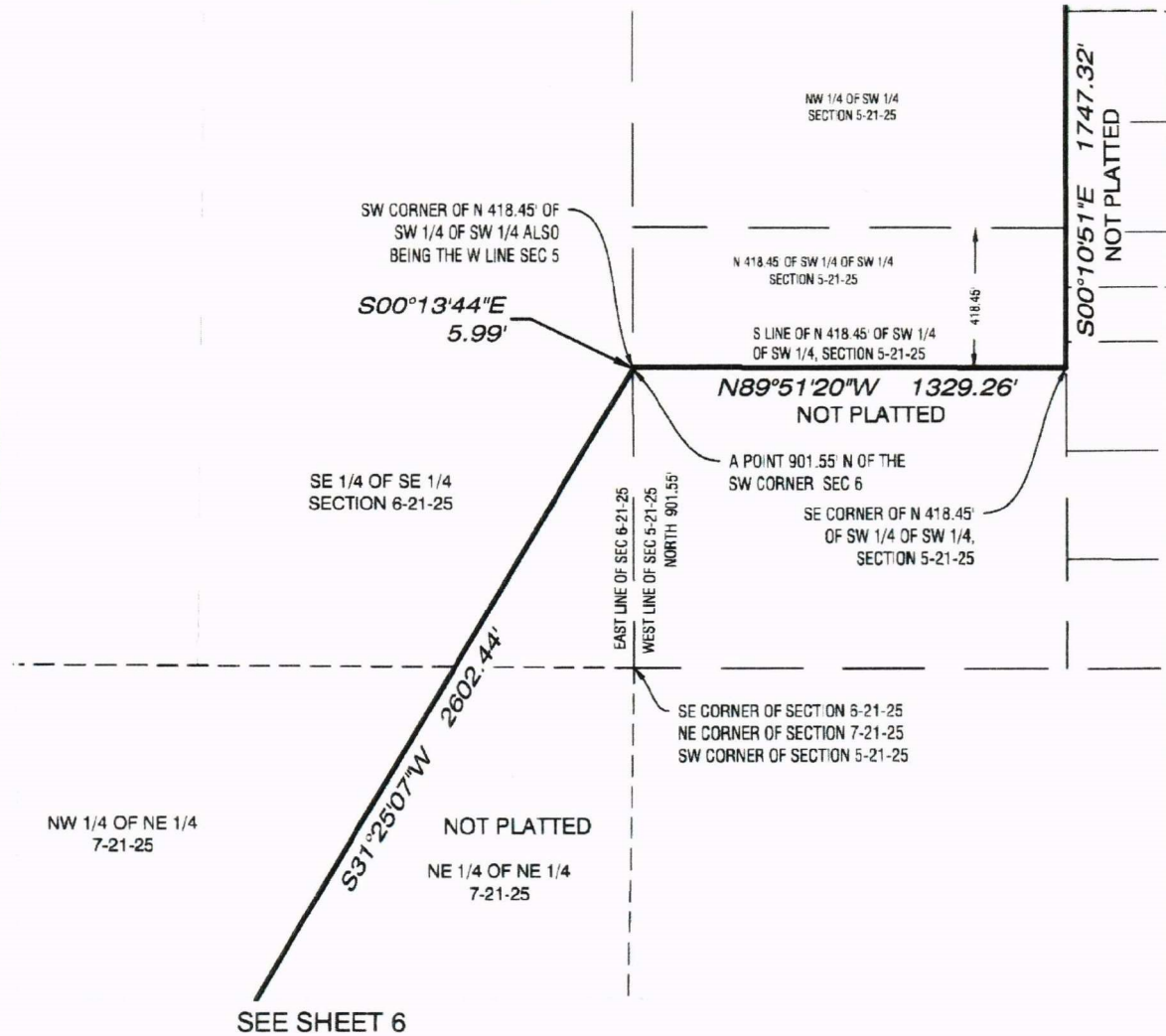
SHEET 4 OF 7		SKETCH OF DESCRIPTION	
CLIENT: KOLTER GROUP		SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST LAKE COUNTY, FLORIDA	
JOB NO: 48025 004 PHASE 1 00		COMMUNITY DEVELOPMENT DISTRICT FOR BAR-KEY GROVES	
ACAD FILE: 48025 004 BAR KEY SKETCH FOR CDD			
DATE: 05/24/2024 CHECKED BY: SMC			
DRAWN BY: SMINTRE PLD BOOK: N/A		800 North Brandy Avenue Tomball, Texas 77778 Office: 282.343.0001 Fax: 282.343.0005 Licensed Business Number: 8248	
REVISIONS		DATE	

[CONTINUED ON FOLLOWING PAGE]

SKETCH OF DESCRIPTION (NOT A FIELD SURVEY)

SEE SHEET 4

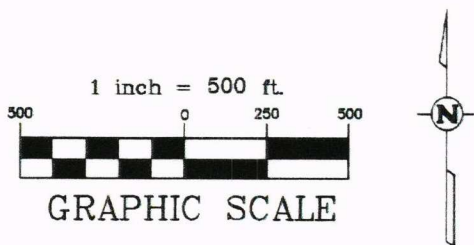
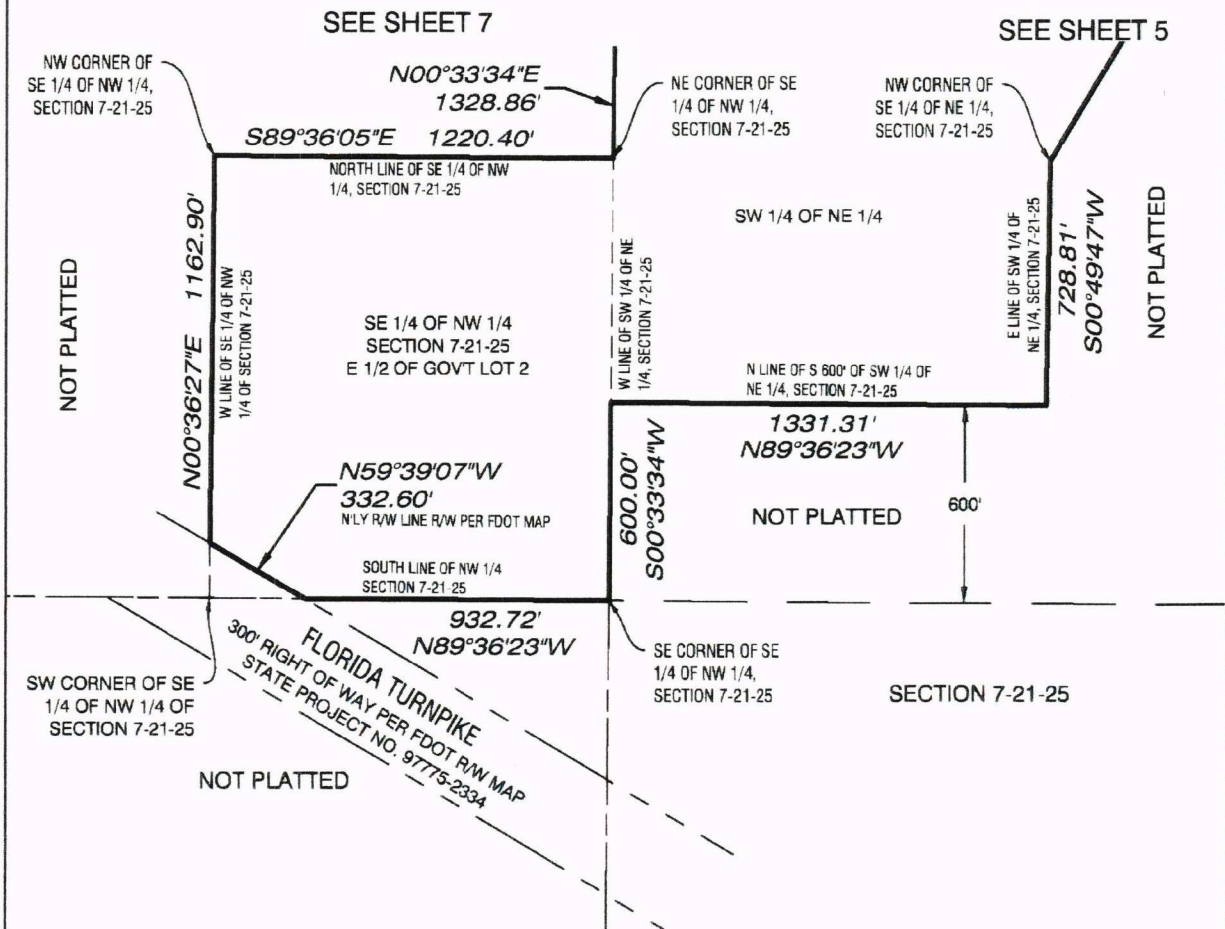
SEE SHEET 7



SHEET 5 OF 7		SKETCH OF DESCRIPTION	
CLIENT: KOLTER GROUP		SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST LAKE COUNTY, FLORIDA	
JOB NO: 48229.004 PHASE 1.00		COMMUNITY DEVELOPMENT DISTRICT FOR BAR-KEY GROVES	
ACAD FILE: 48229.004 BAR KEY SKETCH FOR CDD		800 North Broadway Avenue Tampa, Florida 33607 Office: 813.243.8481 Fax: 813.243.8485 Licensed Business Number: 5248	
DATE: 3/24/2024 CHECKED BY: SMD			
DRAWN BY: SMD/TRS PLO. BOOK: N/A			
REVISIONS		DATE	

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SKETCH OF DESCRIPTION (NOT A FIELD SURVEY)

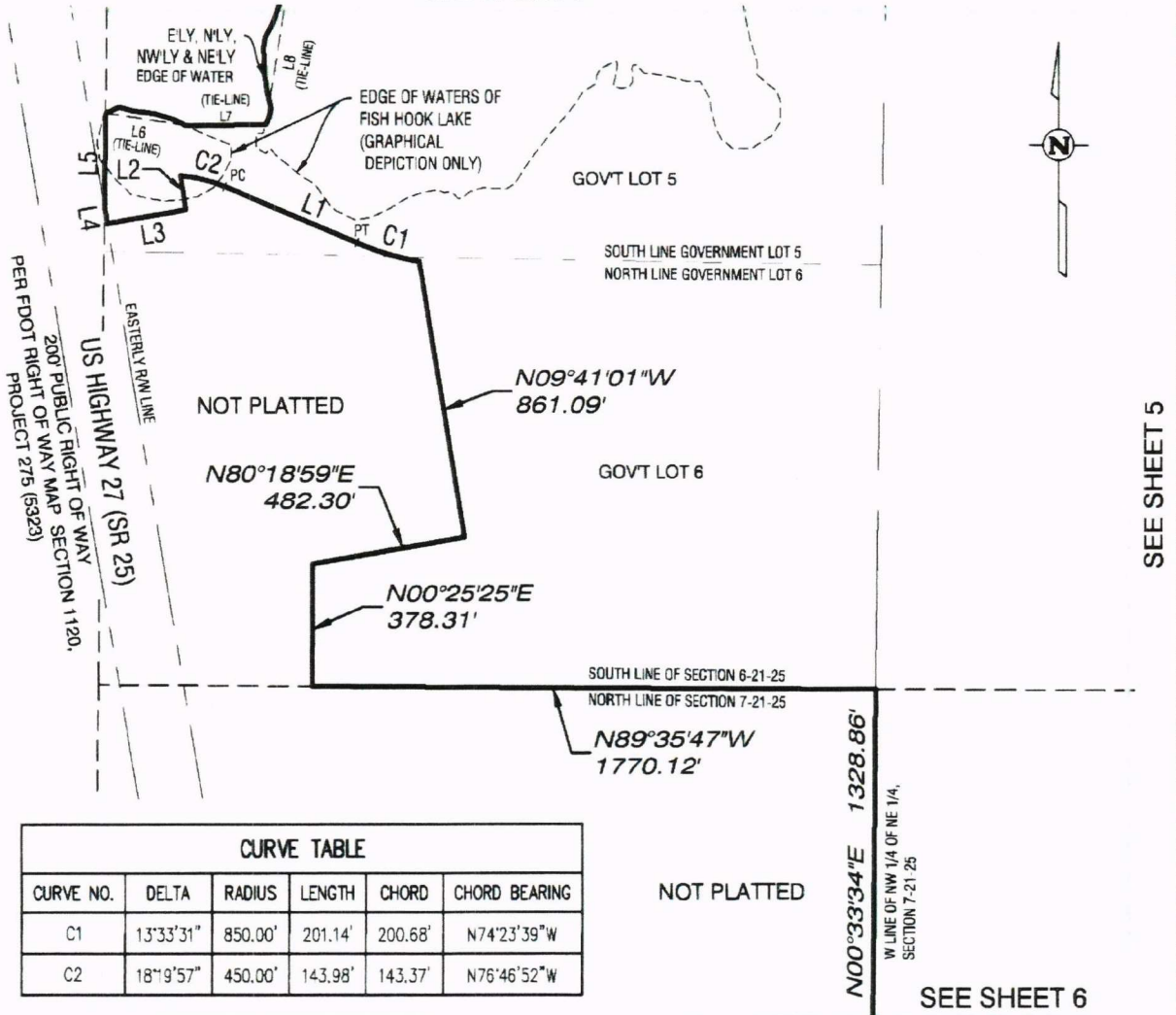


SHEET 6 OF 7		SKETCH OF DESCRIPTION SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST LAKE COUNTY, FLORIDA	
CLIENT	KOLTER GROUP	COMMUNITY DEVELOPMENT DISTRICT FOR BAR-KEY GROVES	
JOB NO.	48322.004 PHASE 100		
ACAD FILE	48322.004 BAR KEY SKETCH FOR CDD		
DATE	3/24/2024		
CHECKED BY:	SMD	 500 North University Avenue Tampa, Florida 33606 Office: 813.543.0481 Fax: 813.543.0485 Licensed Business Number: 5290	
DRAWN BY:	SMB/TRS		
P.L.D. BOOK:	N/A		
REVISIONS			

[CONTINUED ON FOLLOWING PAGE]

SKETCH OF DESCRIPTION (NOT A FIELD SURVEY)

SEE SHEET 3



CURVE TABLE

CURVE NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	13°33'31"	850.00'	201.14'	200.68'	N74°23'39"W
C2	18°19'57"	450.00'	143.98'	143.37'	N76°46'52"W

LINE TABLE

LINE NO.	DIRECTION	LENGTH
L1	N67°36'54"W	445.54'
L2	S9°38'01"E	104.73'
L3	S80°21'59"W	252.06'
L4	N9°41'43"W	50.15'
L5	N0°41'15"E	287.06'
L6	S81°29'48"E	257.18'
L7	N89°06'11"E	251.02'
L8	N8°59'26"E	953.50'

NOT PLATTED

1 inch = 500 ft.



GRAPHIC SCALE

SHEET 7 OF 7

CLIENT	KOLTER GROUP
JOB NO.	48029-004 PHASE 100
ACAD FILE	48029-004 BAR KEY SKETCH FOR CDD
DATE	06/24/2024
CHECKED BY	SMC
DRAWN BY	SM/STB
PLD BOOK	N/A
REVISIONS	
DATE	

SKETCH OF DESCRIPTION
SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST
LAKE COUNTY, FLORIDA

COMMUNITY DEVELOPMENT
DISTRICT FOR
BAR-KEY GROVES



[CONTINUED ON FOLLOWING PAGE]

TOGETHER WITH:

EXPANSION PARCEL LEGAL DESCRIPTION:
(TITLE COMMITMENT #110493856 SCHEDULE "A")

THE NORTH $\frac{1}{2}$ OF THE SOUTH $\frac{1}{2}$ OF GOVERNMENT LOT 4 IN SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST, ALSO KNOWN AS THE NORTH $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

AND

THE SOUTH $\frac{1}{4}$ OF GOVERNMENT OF LOT 4 IN SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, ALSO KNOWN AS THE SOUTH $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ IN SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

CONTAINING 39.05 ACRES, MORE OR LESS.

FOR A TOTAL OF 730.35 ACRES, MORE OR LESS.

EXHIBIT 5

This instrument was prepared by:

Jere Earlywine, Esq.
KUTAK ROCK LLP
107 West College Avenue
Tallahassee, Florida 32301

**CONSENT AND JOINDER OF LANDOWNER FOR THE
AMENDMENT OF THE BOUNDARIES OF THE
GRACE KEY GROVES COMMUNITY DEVELOPMENT DISTRICT
[EXPANSION PARCEL]**

The undersigned is the owner of certain lands which are more fully described as the "Expansion Parcel" in **Exhibit A** attached hereto and made a part hereof ("Property"). The undersigned understands and acknowledges that the Board of Supervisors of the Grace Key Groves Community Development District ("Petitioner" or "District") intends to submit a petition amending the boundaries of the District in accordance with the provisions of Chapter 190, Florida Statutes.

As the owner of lands that are intended to constitute lands to be added to the District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005 and Section 190.046, Florida Statutes, Petitioner is required to include the written consent to the amendment of the boundaries of the District of one hundred percent (100%) of the owners of the lands to be added to the District.

The undersigned hereby requests and consents to addition of the Property to the District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the petition process for the amendment of the boundaries of the District. The undersigned further acknowledges that the consent will remain in full force and effect for three years from the date hereof. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by Petitioner, consent to amendment of the boundaries of the District in substantially this form.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the officer executing this instrument.

[signatures on following page]

Executed this 19 day of August, 2025.

WITNESS

**MELISSA J. PIERIE, CO-TRUSTEE OF THE
RAYMOND W. PIERIE UNIFIED CREDIT TRUST
U/A/D MARCH 22, 2000**

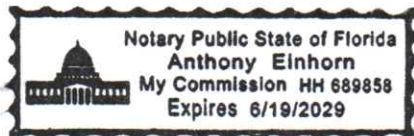
By: _____
Name: _____
Address: _____

Melissa J. Pierie
By: Melissa J. Pierie
As: Co-Trustee

By: _____
Name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 19th day of August, 2025, by Melissa J. Pierie, as Co-Trustee of The Raymond W. Pierie Unified Credit Trust U/A/D March 22, 2000, on its behalf. He ☒ is personally known to me or ☐ produced _____ as identification.



A. Einhorn
Notary Public, State of Florida

[CONTINUED ON FOLLOWING PAGE]

WITNESS

**ELIZABETH ANN KELLY, CO-TRUSTEE OF THE
RAYMOND W. PIERIE UNIFIED CREDIT TRUST
U/A/D MARCH 22, 2000**

By: _____
Name: _____
Address: _____

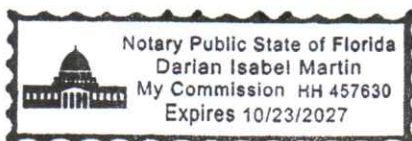

By: Elizabeth Ann Kelly
As: Co-Trustee

By: _____
Name: _____
Address: _____

STATE OF FLORIDA

COUNTY OF Manatee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10th day of August, 2025, by Elizabeth Ann Kelly, as Co-Trustee of The Raymond W. Pierie Unified Credit Trust U/A/D March 22, 2000, on its behalf. He ☒ is personally known to me or ☐ produced _____ as identification.



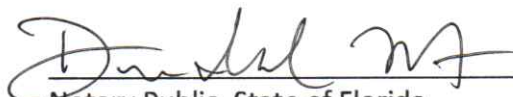

Notary Public, State of Florida

EXHIBIT A: Legal Description

EXHIBIT A:
Legal Description

EXPANSION PARCEL LEGAL DESCRIPTION:
(TITLE COMMITMENT #110493856 SCHEDULE "A")

THE NORTH $\frac{1}{2}$ OF THE SOUTH $\frac{1}{2}$ OF GOVERNMENT LOT 4 IN SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST, ALSO KNOWN AS THE NORTH $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

AND

THE SOUTH $\frac{1}{4}$ OF GOVERNMENT OF LOT 4 IN SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, ALSO KNOWN AS THE SOUTH $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ IN SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

CONTAINING 39.05 ACRES, MORE OR LESS.

EXHIBIT 6

RESOLUTION 2025-14

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE GRACE KEY GROVES COMMUNITY DEVELOPMENT DISTRICT DIRECTING THE CHAIRMAN AND DISTRICT STAFF TO REQUEST THE PASSAGE OF AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AMENDING THE DISTRICT'S BOUNDARIES, AND AUTHORIZING SUCH OTHER ACTIONS AS ARE NECESSARY IN FURTHERANCE OF THAT PROCESS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Grace Key Groves Community Development District ("**District**") is a unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* ("**Uniform Act**"); and

WHEREAS, pursuant to the Uniform Act, the District is authorized to construct, acquire, and maintain infrastructure improvements and services; and

WHEREAS, the District desires to amend its boundaries to be consistent with the legal description set forth in **Exhibit A** ("**Boundary Amendment**"); and

WHEREAS, the Boundary Amendment is in the best interest of the District, and the area of land within the amended boundaries of the District will continue to be of sufficient size, sufficiently compact, and sufficiently contiguous to be developable as one functionally related community; and

WHEREAS, the Boundary Amendment of the District's boundaries will allow the District to continue to be the best alternative available for delivering community development services and facilities to the lands within the District, as amended; and

WHEREAS, Boundary Amendment is not inconsistent with either the State or local comprehensive plan and will not be incompatible with the capacity and uses of existing local and regional community development services and facilities; and

WHEREAS, the area of land that will lie in the amended boundaries of the District will continue to be amenable to separate special district government; and

WHEREAS, in order to seek a Boundary Amendment ordinance pursuant to Chapter 190, *Florida Statutes*, the District desires to authorize District staff, including but not limited to legal, engineering, and managerial staff, to provide such services as are necessary throughout the pendency of the process; and

WHEREAS, the retention of any necessary consultants and the work to be performed by District staff may require the expenditure of certain fees, costs, and other expenses by the District as authorized by the District's Board of Supervisors ("**Board**"); and

WHEREAS, the Developer has agreed to provide sufficient funds to the District to reimburse the District for any expenditures including, but not limited to, legal, engineering and other consultant fees, filing fees, administrative, and other expenses, if any; and

WHEREAS, the District hereby desires to request a Boundary Amendment in accordance with Chapter 190, *Florida Statutes*, by taking such actions as are necessary in furtherance of the same.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS
OF THE GRACE KEY GROVES COMMUNITY DEVELOPMENT DISTRICT:**

1. RECITALS. The recitals as stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.

2. AUTHORIZATION FOR BOUNDARY AMENDMENT. Pursuant to Chapter 190, *Florida Statutes*, the Board hereby authorizes the Chairman and District Staff to proceed in an expeditious manner with the preparation and filing of any documentation necessary to seek the amendment of the District's boundaries as described in **Exhibit A**. The Board further authorizes the prosecution of the procedural requirements detailed in Chapter 190, *Florida Statutes*, for the Boundary Amendment.

3. AUTHORIZATION FOR AGENT. The Board hereby authorizes the District Chairman, District Manager and District Counsel to act as agents of the District with regard to any and all matters pertaining to the petition to amend the boundaries of the District. District Staff, in consultation with the District Chairman, is further authorized to revise **Exhibit A** in order to address any further boundary adjustments as may be identified by the District Engineer. The District Manager shall ensure that the final versions of **Exhibit A** as confirmed by the Chairman are attached hereto.

4. EFFECTIVE DATE. This Resolution shall become effective upon its passage.

[CONTINUED ON NEXT PAGE]

PASSED AND ADOPTED this 8th day of September, 2025.

ATTEST:


Assistant Secretary

**GRACE KEY GROVES COMMUNITY
DEVELOPMENT DISTRICT**

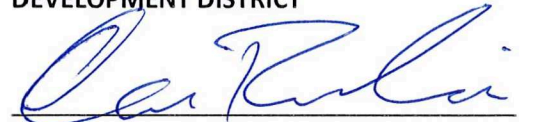
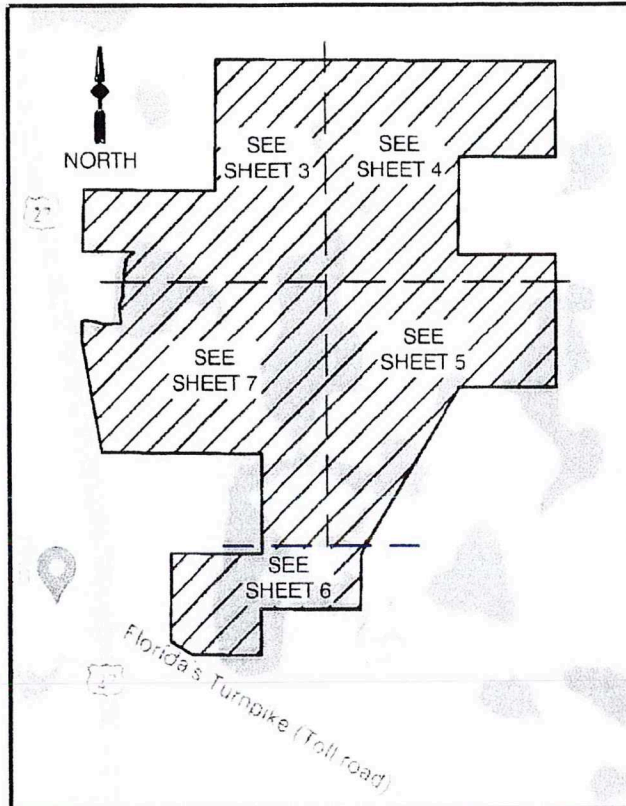

Chairman/Vice-Chairman, Board of Supervisors

Exhibit A: Legal Description of District Boundaries, as Amended

Exhibit A:
Legal Description of District Boundaries, as Amended

EXTERNAL BOUNDARIES OF THE DISTRICT

SKETCH OF DESCRIPTION
(NOT A FIELD SURVEY)



VICINITY & KEY MAP
(NOT TO SCALE)

LEGEND:

SR	STATE ROAD
GOV'T	GOVERNMENT
SEC	SECTION
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
R W	RIGHT OF WAY
CDD	COMMUNITY DEVELOPMENT DISTRICT
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
INC.	INCORPORATED
NO.	NUMBER
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY

NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
2. BEARINGS ARE BASED ON THE SOUTH LINE OF SECTION 6-21S-25E AS BEING N89°35'47" W
3. THIS DESCRIPTION WAS PREPARED BY THIS FIRM AT THE CLIENT'S REQUEST AND IS BASED UPON INSTRUCTIONS PROVIDED BY CLIENT. THE INTENT OF THE DESCRIPTION IS FOR A PROPOSED COMMUNITY DEVELOPMENT DISTRICT
4. THIS SKETCH HAS BEEN PREPARED UNDER THE DIRECTION AND SUPERVISION OF THE UNDERSIGNED BELOW IN ACCORDANCE WITH THE ADOPTED 'STANDARDS OF PRACTICE' FOR LAND SURVEYING AS REQUIRED BY CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 FLORIDA STATE STATUTES
5. THIS SKETCH WAS PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES NOT REPRESENT A BOUNDARY SURVEY
6. HORIZONTAL DATUM SHOWN HEREON IS IN U.S. FEET

CERTIFIED TO:

KOLTER HOMES

DATE 06/24/2024

SLZANNE M. OSBORNE, PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 5120 FOR THE LICENSED FIRM OF HALFF
ASSOCIATES, INC. LICENSED BUSINESS NO. 8348

SHEET 1 OF 7

CLIENT	KOLTER HOMES
JOB NO.	16017-001744-00100
ROAD FILE	16017-001744-00100 KEY SKETCH FOR CDD
DATE	06/24/2024
DRAWN BY	SMB/PLS
CHECKED BY	SMB
REVISED	FILED BOOK N/A
DATE	

SKETCH OF DESCRIPTION
SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 16 EAST
LAKE COUNTY, FLORIDA

**COMMUNITY DEVELOPMENT
DISTRICT FOR
BAR-KEY GROVES**



SKETCH OF DESCRIPTION

(NOT A FIELD SURVEY)

DESCRIPTION (WRITTEN BY THIS FIRM):

COMMENCE AT THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 89°31'23" EAST ALONG THE NORTH LINE OF SAID SECTION 6 A DISTANCE OF 1779.04 FEET TO THE WEST LINE OF THE EAST 660 FEET OF THE NORTHWEST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°42'44" WEST ALONG SAID WEST LINE A DISTANCE OF 25.00 FEET TO THE INTERSECTION OF SAID WEST LINE AND THE SOUTH RIGHT OF WAY LINE OF DEWEY ROBBINS ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 158, PAGES 356 AND 357, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING THE POINT OF BEGINNING, THENCE RUN SOUTH 89°31'23" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 659.93 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND EAST LINE OF GOVERNMENT LOT 3; THENCE RUN SOUTH 89°30'13" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 2633.46 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND THE EAST LINE OF SECTION 6; THENCE RUN SOUTH 89°29'49" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 1310.53 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND EAST LINE OF GOVERNMENT LOT 4; THENCE RUN SOUTH 00°19'29" WEST ALONG SAID EAST LINE A DISTANCE OF 1255.59 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF SAID GOVERNMENT LOT 4; THENCE RUN NORTH 89°44'23" WEST ALONG THE SOUTH LINE OF SAID NORTH 1/2 OF GOVERNMENT LOT 4 A DISTANCE OF 1320.51 FEET TO THE SOUTHWEST CORNER OF SAID NORTH 1/2 OF GOVERNMENT LOT 4, ALSO BEING THE WEST LINE OF SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST; THENCE RUN SOUTH 00°46'43" WEST ALONG SAID WEST LINE OF SECTION 5 A DISTANCE OF 1286.19 FEET TO THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 5; THENCE RUN SOUTH 89°58'44" EAST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 1330.71 FEET TO THE NORTHEAST CORNER OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE RUN SOUTH 00°10'51" EAST ALONG THE EAST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 1747.32 FEET TO THE SOUTHEAST CORNER OF THE NORTH 418.45 FEET OF THE SOUTHWEST 1/4 OF SAID SOUTHWEST 1/4; THENCE RUN NORTH 89°51'20" WEST ALONG THE SOUTH LINE OF SAID NORTH 418.45 FEET A DISTANCE OF 1329.26 FEET TO THE SOUTHWEST CORNER OF SAID NORTH 418.45 FEET, ALSO BEING THE AFORESAID WEST LINE OF SECTION 5; THENCE RUN SOUTH 00°13'44" EAST ALONG SAID WEST LINE A DISTANCE OF 5.99 FEET TO A POINT 901.55 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 5; THENCE RUN SOUTH 31°25'07" WEST A DISTANCE OF 2602.44 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST; THENCE RUN SOUTH 00°49'47" WEST ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 A DISTANCE OF 728.81 FEET TO THE NORTH LINE OF THE SOUTH 600 FEET OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE RUN NORTH 89°36'23" WEST ALONG SAID NORTH LINE A DISTANCE OF 1331.31 FEET TO THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE RUN SOUTH 00°33'34" WEST ALONG SAID WEST LINE A DISTANCE OF 600.00 FEET TO THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF AFORESAID SECTION 7; THENCE RUN NORTH 89°36'23" WEST ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 932.72 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE FLORIDA TURNPIKE AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP PROJECT NUMBER 9775-2334; THENCE RUN NORTH 59°39'07" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE A DISTANCE OF 332.60 FEET TO THE WEST LINE OF AFORESAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE RUN NORTH 00°36'27" EAST ALONG SAID WEST LINE A DISTANCE OF 1162.90 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE RUN SOUTH 89°36'05" EAST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 A DISTANCE OF 1220.40 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE RUN NORTH 00°33'34" EAST ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF AFORESAID SECTION 7 A DISTANCE OF 1328.86 FEET TO THE NORTH LINE OF SAID SECTION 7; THENCE RUN NORTH 89°35'47" WEST ALONG SAID NORTH LINE A DISTANCE OF 1770.12 FEET; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 00°25'25" EAST A DISTANCE OF 373.31 FEET, THENCE RUN NORTH 80°18'59" EAST A DISTANCE OF 482.30 FEET; THENCE RUN NORTH 09°41'01" WEST A DISTANCE OF 861.09 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 850.00 FEET, A CHORD BEARING OF NORTH 74°23'39" WEST, A CHORD LENGTH OF 200.68 FEET, THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°33'31" AN ARC LENGTH OF 201.14 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 67°36'54" WEST A DISTANCE OF 445.54 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 450.00 FEET, A CHORD BEARING OF NORTH 75°46'52" WEST, A CHORD LENGTH OF 143.37 FEET, THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°19'57" AN ARC LENGTH OF 143.98 FEET; THENCE DEPARTING SAID CURVE, THENCE RUN SOUTH 09°38'01" EAST A DISTANCE OF 104.73 FEET, THENCE RUN SOUTH 80°21'59" WEST A DISTANCE OF 252.06 FEET TO THE EASTERLY RIGHT OF WAY LINE OF HIGHWAY 27 AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP PROJECT NUMBER 275-(5323), SECTION 1120; THENCE RUN NORTH 09°41'43" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 50.15 FEET TO THE WEST LINE OF AFORESAID SECTION 6; THENCE RUN NORTH 00°41'15" EAST ALONG SAID WEST LINE A DISTANCE OF 287.06 FEET, MORE OR LESS TO THE NORTHERLY EDGE OF WATER OF FISH HOOK LAKE; THENCE RUN EASTERLY, NORTHERLY, NORTHEASTERLY AND NORTHWESTERLY ALONG SAID EDGE OF WATER TO THE NORTH LINE OF GOVERNMENT LOT 5; THENCE RUN NORTH 89°28'56" WEST ALONG SAID NORTH LINE OF GOVERNMENT LOT 5 A DISTANCE OF 690 +/- FEET TO THE AFORESAID WEST LINE OF SAID SECTION 5; THENCE RUN NORTH 00°54'04" EAST ALONG SAID WEST LINE A DISTANCE OF 804.54 FEET TO THE SOUTH LINE OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 3466, PAGE 1626, AFORESAID PUBLIC RECORDS; THENCE RUN SOUTH 89°27'50" EAST ALONG SAID SOUTH LINE A DISTANCE OF 1734.85 FEET TO THE EAST LINE OF SAID PROPERTY, ALSO BEING THE AFORESAID WEST LINE OF THE EAST 660 FEET OF THE NORTHWEST 1/4 OF SECTION 6; THENCE RUN NORTH 00°42'44" EAST ALONG SAID EAST LINE A DISTANCE OF 1739.05 FEET TO THE POINT OF BEGINNING.

CONTAINING 691.30 ACRES, MORE OR LESS.

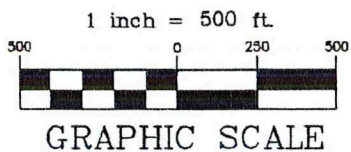
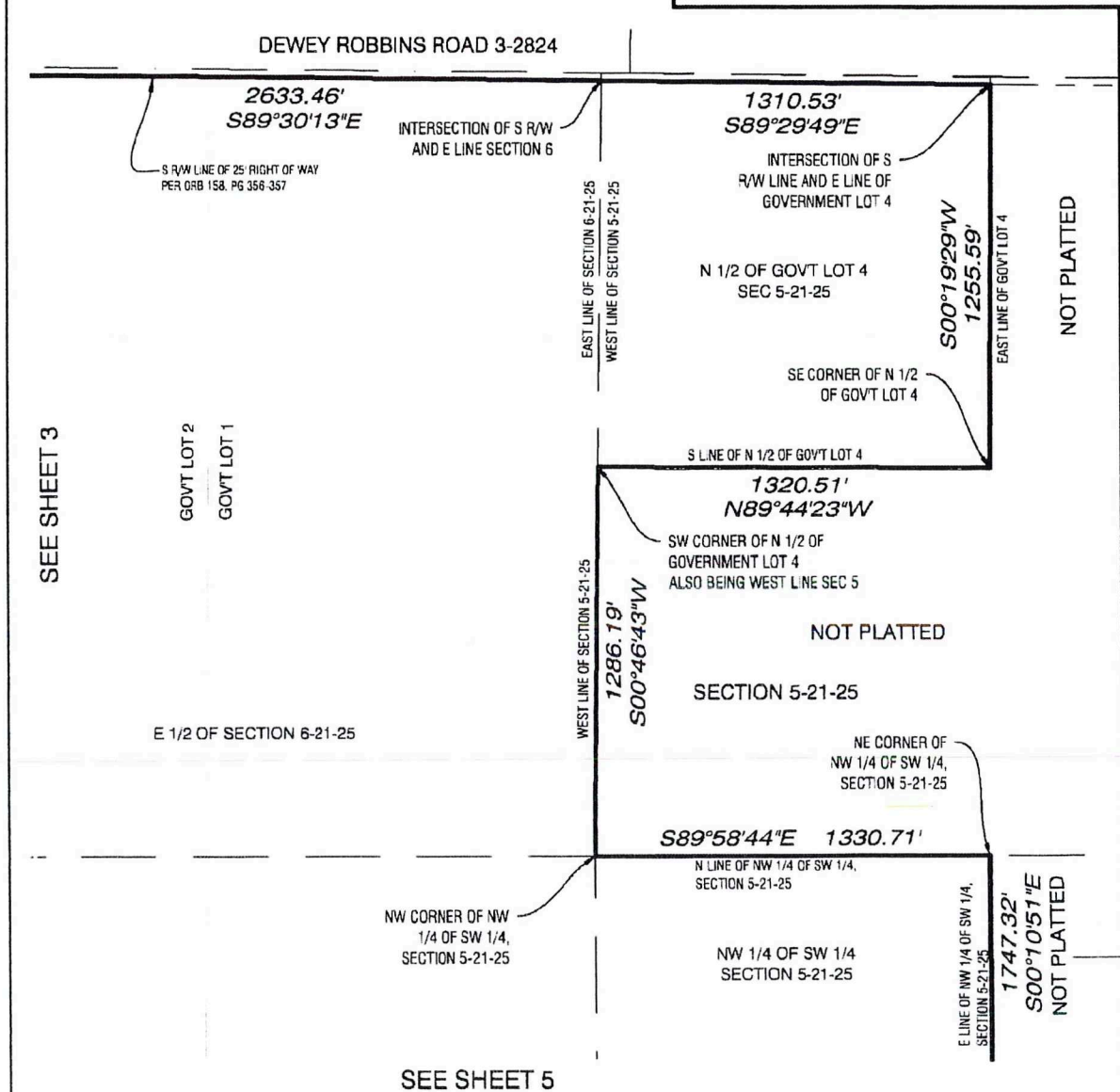
SHEET 2 OF 7		SKETCH OF DESCRIPTION SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST LAKE COUNTY, FLORIDA.
CLIENT KALDER GROUP JOB NO. 48522.004 PHASE 1.00 ACAD FILE 48522.004 BAR KEY SKETCH FOR GDB DATE 9/24/2024 CHECKED BY: SMC DRAWN BY: SMEV/TBS PLO BOOK N/A REV'S/CMB	COMMUNITY DEVELOPMENT DISTRICT FOR BAR-KEY GROVES	
	 810 North Shady Avenue OFFICE 362.343.8811 Tallahassee, Florida 32379 Fax 362.343.8865 Licensed Professional Surveyor #2546	

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[illegible]

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SKETCH OF DESCRIPTION (NOT A FIELD SURVEY)



SHEET 4 OF 7

CLIENT	KOLTER GROUP
JOB NO	48222 004 PHASE 100
ACAD FILE	48222 004 BAR KEY SKETCH FOR CDD
DATE	05/24/2024
CHECKED BY	SMO
DRAWN BY	SMITHS
REV	NO
DATE	

SKETCH OF DESCRIPTION

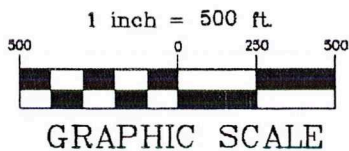
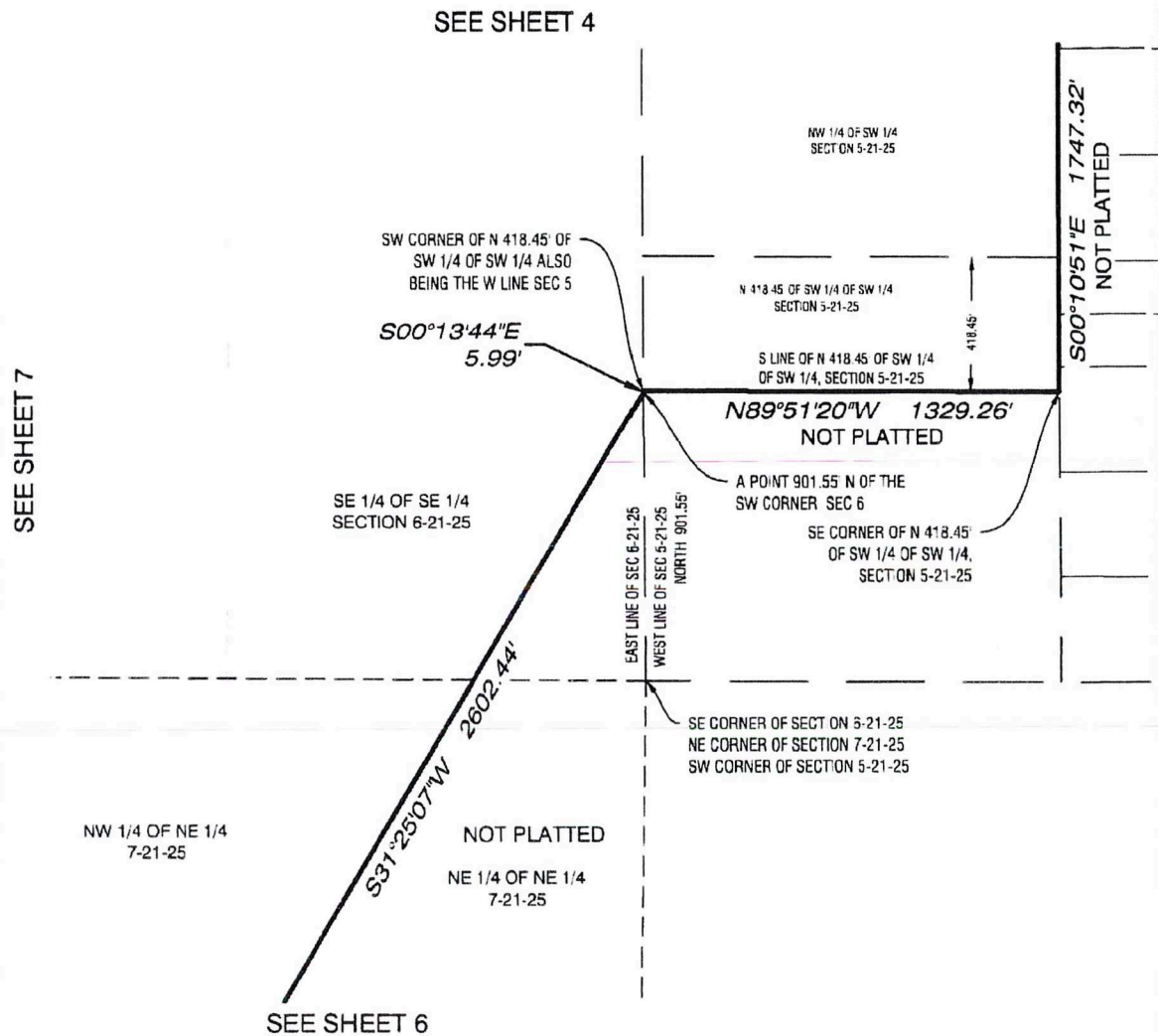
SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 34 EAST
JACK COUNTY, FLORIDA

COMMUNITY DEVELOPMENT
DISTRICT FOR
BAR-KEY GROVES



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SKETCH OF DESCRIPTION (NOT A FIELD SURVEY)



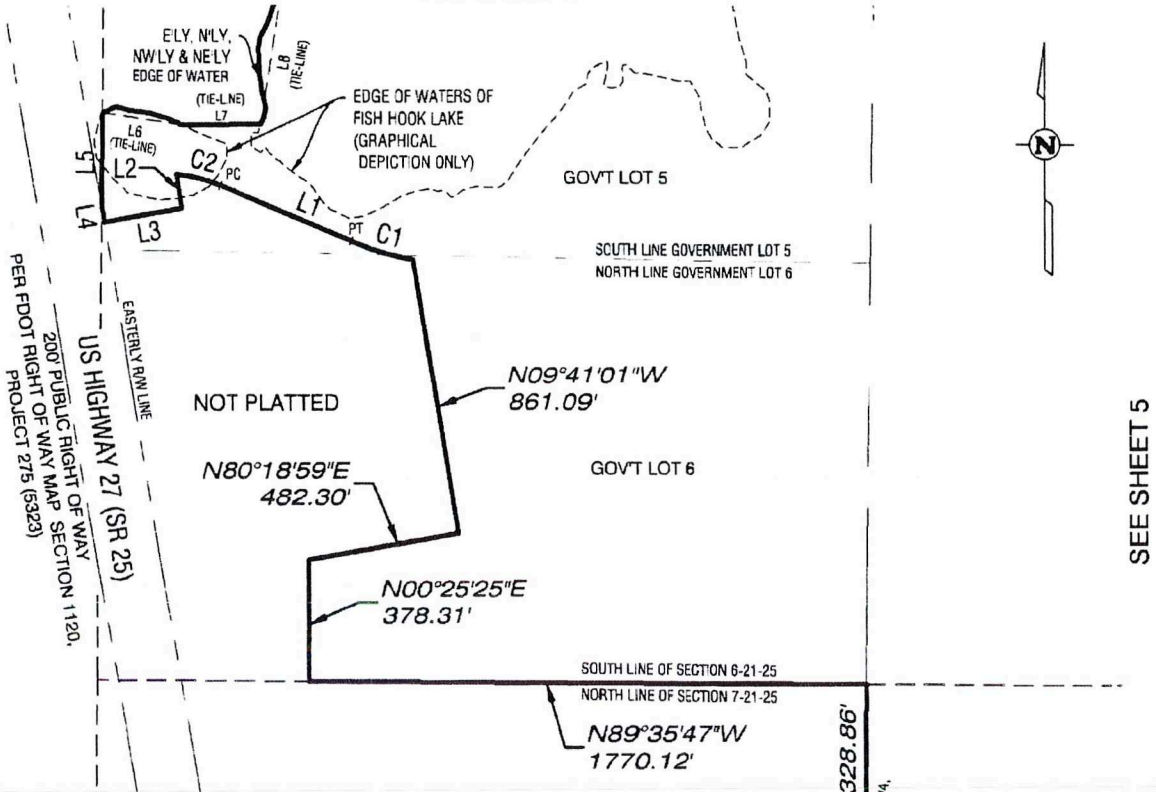
SHEET 5 OF 7		SKETCH OF DESCRIPTION SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST LAKE COUNTY, FLORIDA	
CLIENT	KOLTER GROUP	COMMUNITY DEVELOPMENT DISTRICT FOR BAR-KEY GROVES	
JOB NO.	48322-004 PHASE 100	800 North Brickyard Avenue Tampa, FL 33607 Office: (813) 243-8441 Fax: (813) 243-8442 Licensed Business Number: 2346	
ACAD FILE	48322-004 BAR KEY SKETCH FOR CDD		
DATE	3/22/2024		
DRAWN BY:	SMST/RS		
CHECKED BY:	SMC		
REV & CHG	PLD BOCK N/A		

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6

SKETCH OF DESCRIPTION (NOT A FIELD SURVEY)

SEE SHEET 3



CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	13°33'31"	850.00'	201.14'	200.68'	N74°23'39"W
C2	18°9'57"	450.00'	143.98'	143.37'	N76°46'52"W

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	N67°36'54"W	445.54'
L2	S9°38'01"E	104.73'
L3	S80°21'59"W	252.06'
L4	N9°41'43"W	50.15'
L5	N0°41'15"E	287.06'
L6	S8°29'48"E	257.18'
L7	N89°06'11"E	251.02'
L8	N8°59'26"E	953.50'

NOT PLATTED

N00°33'34"E 1328.86'
W LINE OF NW 1/4 OF NE 1/4,
SECTION 7-21-25

SEE SHEET 6

1 inch = 500 ft.



GRAPHIC SCALE

SHEET 7 OF 7

CLIENT	KOLTER GROUP
JOB NO.	48522 004 PHASE 100
ACAD FILE	48522 004 BAR KEY SKETCH FOR CDD
DATE	05/24/2024
DRAWN BY	SM/TFS
REVISED	FILED BOOK N/A
CHECKED BY	DATE
DATE	

SKETCH OF DESCRIPTION
SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST
LAKE COUNTY, FLORIDA

COMMUNITY DEVELOPMENT
DISTRICT FOR
BAR-KEY GROVES



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TOGETHER WITH:

EXPANSION PARCEL LEGAL DESCRIPTION:
(TITLE COMMITMENT #110493856 SCHEDULE "A")

THE NORTH $\frac{1}{2}$ OF THE SOUTH $\frac{1}{2}$ OF GOVERNMENT LOT 4 IN SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST, ALSO KNOWN AS THE NORTH $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

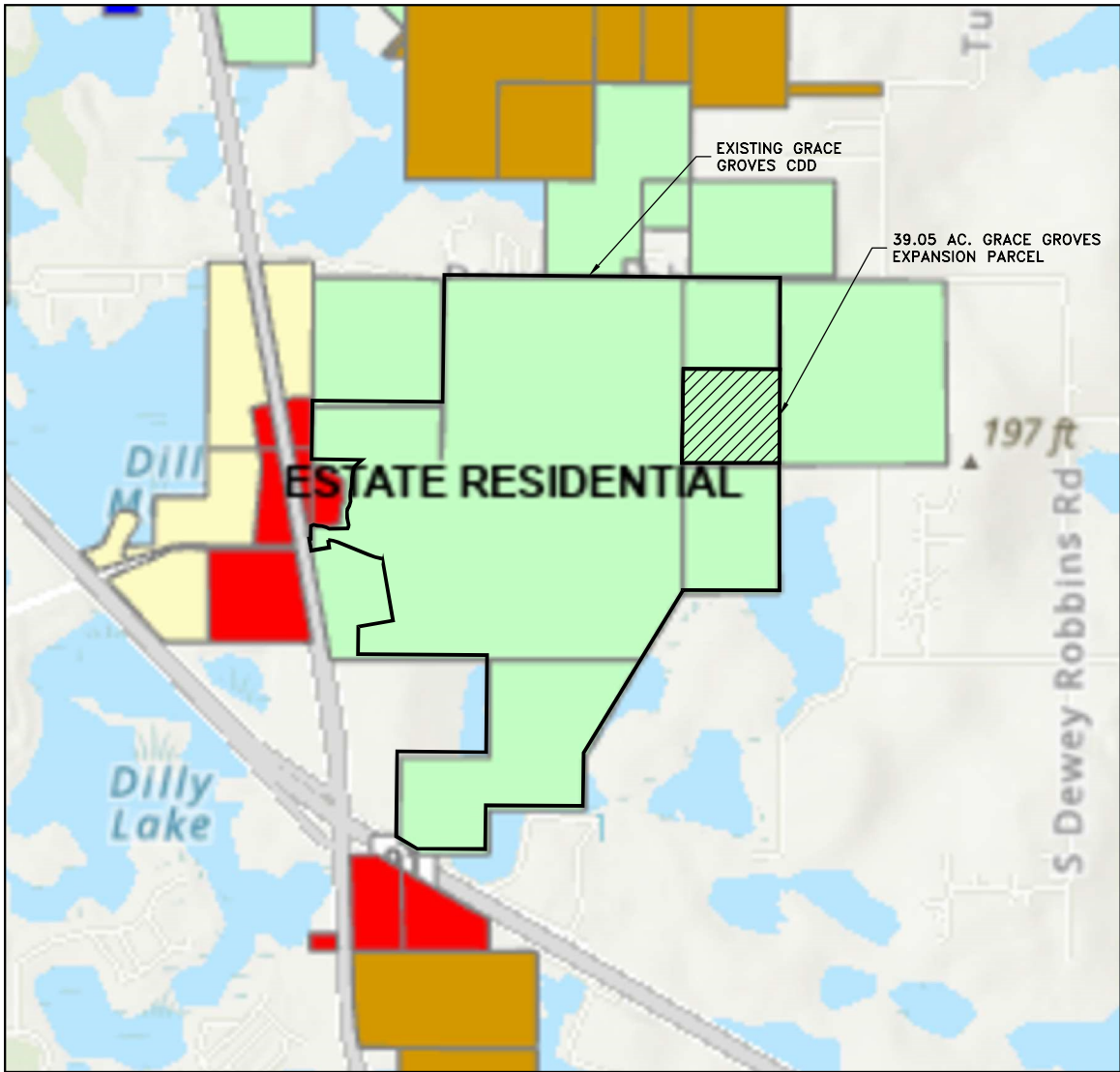
AND

THE SOUTH $\frac{1}{4}$ OF GOVERNMENT OF LOT 4 IN SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, ALSO KNOWN AS THE SOUTH $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ IN SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

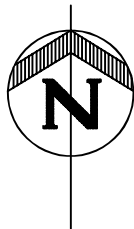
CONTAINING 39.05 ACRES, MORE OR LESS.

FOR A TOTAL OF 730.35 ACRES, MORE OR LESS.

EXHIBIT 7



Future Land Use	
	ESTATE RESIDENTIAL
	LOW DENSITY RESIDENTIAL
	NEIGHBORHOOD MIXED USE
	GENERAL COMMERCIAL



GRACE GROVES CDD FUTURE LAND USE MAP



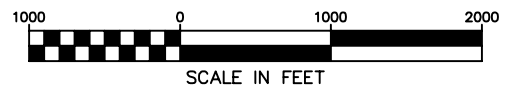
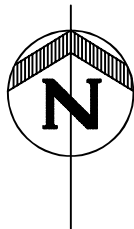
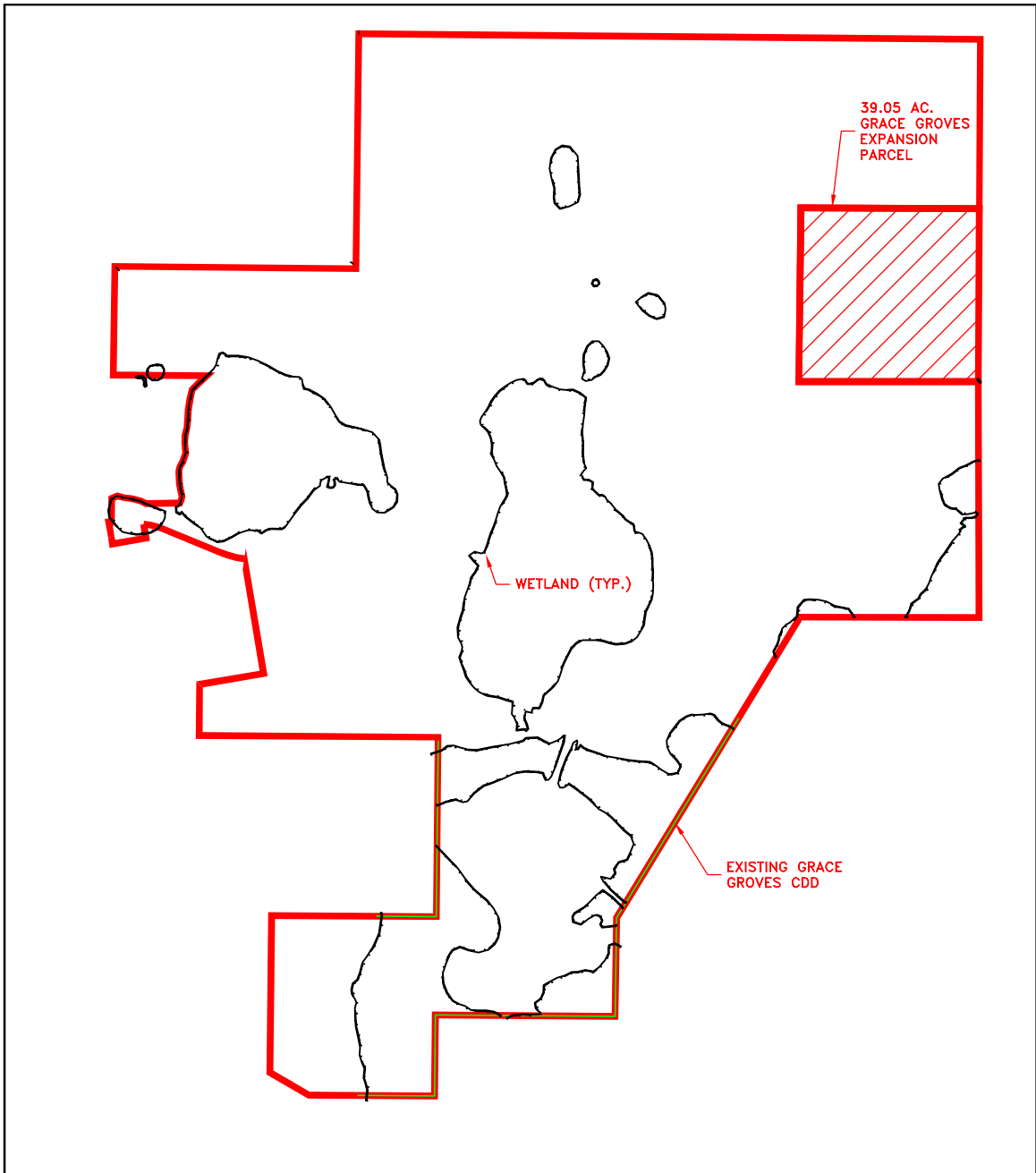
902 NORTH SINCLAIR AVE.
TAVARES, FL 32778
TEL. (352) 343-8481
CERTIFICATE OF AUTHORIZATION
NUMBER: 33380

EXHIBIT 8

PROPOSED FACILITIES & ESTIMATED COSTS CHART FOR 39.05 ACRE EXPANSION PARCEL						
Improvement	Estimated Cost	Construction Entity	Final Owner/O&M Entity	Start Date	# of Days	End Date
Stormwater Management System/Grading	\$ 6,360,665	CDD	CDD	1/2/2028	160	6/10/2028
Roadways	\$ 3,629,571	CDD	City	6/10/2028	67	8/16/2028
Water & Wastewater Systems	\$ 2,319,597	CDD	City	8/16/2028	85	11/9/2028
Hardscape/Landscape/Irrigation	\$ 877,865	CDD	CDD	11/9/2028	58	1/5/2029
Amenities	\$ 2,400,000	CDD	CDD	8/16/2028	134	12/28/2028
Conservation	\$ 442,020	CDD	CDD	N/A	N/A	N/A
Offsite Improvements	\$ 359,004	CDD	City/FDOT	6/10/2028	67	8/16/2028
Gas Utility	\$ 275,767	CDD	City	8/16/2028	67	10/22/2028
Professional Services	\$ 960,000	N/A	N/A	N/A	N/A	N/A
Contingency (10%)	\$ 1,762,449	N/A	N/A	N/A	N/A	N/A
TOTAL	\$ 19,386,937					1/5/2029

1. The figures above are based on estimates only.
2. The Developer reserves the right to privately finance any of the above-improvements and transfer them to a homeowners' association upon completion for ownership and maintenance.

EXHIBIT 9



**GRACE GROVES CDD
EXISTING UTILITY MAP**



902 NORTH SINCLAIR AVE.
TAVARES, FL 32778
TEL. (352) 343-8481
CERTIFICATE OF AUTHORIZATION
NUMBER: 33380

EXHIBIT 10



Rizzetta & Company

STATEMENT OF ESTIMATED REGULATORY COSTS

FOR

THE PETITION TO AMEND THE DISTRICT BOUNDARIES GRACE KEY GROVES COMMUNITY DEVELOPMENT DISTRICT

August 18, 2025

Prepared by:

Rizzetta & Company, Inc.
3434 Colwell Avenue, Suite 200
Tampa, FL 33614

813-933-5571

rizzetta.com

GRACE KEY GROVES COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF ESTIMATED REGULATORY COSTS

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I. INTRODUCTION

1. PURPOSE AND SCOPE

This Statement of Estimated Regulatory Costs has been prepared as a component of the petition filed with the Board of City Commissioners of the City of Leesburg, Florida, to amend the boundaries of the Grace Key Groves Community Development District ("District") in accordance with Chapter 190.046(1), Florida Statutes ("F.S."). Specifically, Section 190.005(1)(a)8, F.S., requires that, as part of the petition, a Statement of Estimated Regulatory Costs be prepared pursuant to Section 120.541, F.S.

A community development district ("CDD") is established under the Uniform Community Development District Act of 1980, Chapter 190 of the Florida Statutes, as amended (the "Act"). A CDD is a local unit of special-purpose government that is limited to the performance of those specialized functions authorized by the Act. Those specialized functions consist of planning, financing, constructing and maintaining certain public infrastructure improvements and community development services. As an independent special district, the CDD's governing body establishes its own budget and, within the scope of its authorized powers, operates independently of the local general-purpose governmental entity (i.e., the city) whose boundaries include the CDD.

However, a CDD cannot regulate land use or issue development orders; those powers reside with the local general-purpose government. The Legislature has, in Section 190.004(3), F.S., made this clear by stating:

The establishment of an independent community development district as provided in this act is not a development order within the meaning of chapter 380. All governmental planning, environmental, and land development laws, regulations, and ordinances apply to all development of the land within a community development district. Community development districts do not have the power of a local government to adopt a comprehensive plan, building code, or land development code, as those terms are defined in the Community Planning Act. A district shall take no action which is inconsistent with applicable comprehensive plans, ordinances, or regulations of the applicable local general-purpose government.



In addition, the parameters for the review and evaluation of community development district petitions are clearly set forth in Section 190.002(2)(d), F.S., as follows:

That the process of establishing such a district pursuant to uniform general law be fair and based only on factors material to managing and financing the service delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant.

Therefore, the scope of this Statement of Estimated Regulatory Costs is limited to an evaluation of those factors pertinent to the boundary modification of a CDD as defined by the Legislature and outlined in Section 120.541(2), F.S.

The purpose of Chapter 190, F.S., is to provide another tool to government and private landowners in their efforts to comply with comprehensive plans which require adequate public facilities and services as pre-conditions for future development.

The CDD is a special purpose unit of local government that is established for the purpose of providing an alternative mechanism for financing the construction of public infrastructure. A CDD must be structured to be financially independent as intended by the Legislature. The cost of any additional public improvements to be constructed or any additional services to be provided by the City of Leesburg (the "City") or Lake County (the "County") as a result of this development will be incurred whether the infrastructure is financed through a CDD or any other alternative financing method. The annual operations and administrative costs of the District will be borne entirely by the District and will not require any subsidy from the State of Florida, the County or the City, nor will it place any additional economic burden on those persons not residing within the District.

2. GRACE KEY GROVES COMMUNITY DEVELOPMENT DISTRICT

The District was established pursuant to City Ordinance No. 24-33 which became effective on July 22, 2024. Grace Key Groves Community Development District, the petitioner, is seeking authority to expand the boundaries of the Existing District, by 39.05 +/- acres ("Expansion Area"), for an amended total of 730.35 +/- acres after the expansion.



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Within the expanded District boundaries, the District will continue to exercise the powers outlined in Section 190.012, F.S., to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain systems, facilities and basic infrastructure that includes, but is not limited to: stormwater management, roadways, water and wastewater utilities, gas utilities, hardscaping, landscaping, irrigation, amenities, conservation, off-site improvements and or any other project, within or outside the boundaries of the District, required by a development order issued by a local government or subject of an agreement between the District and a governmental entity.

The District will finance infrastructure improvements through special or non-ad valorem assessment revenue bonds. Repayment of these bonds will be through special or non-ad valorem assessments levied against all benefited properties within the District, including the Expansion Area.

On-going operation and maintenance for District owned facilities is expected to be funded through maintenance assessments levied against all benefited properties within the District. Upon approval of this Petition, the future operation and maintenance assessments will also be levied on property within the Expansion Area.

II. STATUTORY ITEMS:

Section 120.541(2), F.S. (2024), in pertinent part, provides that the elements a Statement of Estimated Regulatory Costs must contain the following:

(a) An economic analysis showing whether the rule directly or indirectly:

- 1. Is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the rule;*
- 2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the rule; or*



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3. *Is likely to increase regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the rule.*

(b) A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

(c) A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state or local revenues.

(d) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local government entities, required to comply with the requirements of the rule. As used in this section, "transactional costs" are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, the cost of monitoring and reporting, and any other costs necessary to comply with the rule.

(e) An analysis of the impact on small businesses as defined by s. 288.703, and an analysis of the impact on small counties and small cities as defined in s. 120.52. The impact analysis for small businesses must include the basis for the agency's decision not to implement alternatives that would reduce adverse impacts on small businesses.

(f) Any additional information that the agency determines may be useful.

(g) In the statement or revised statement, whichever applies, a description of any regulatory alternatives submitted under paragraph (1)(a) and a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.



The estimated regulatory impact of establishing the District is summarized below. Statutory requirements are **SHOWN IN BOLD CAPS**.

1. AN ECONOMIC ANALYSIS SHOWING WHETHER THE ORDINANCE DIRECTLY OR INDIRECTLY:

A. IS LIKELY TO HAVE AN ADVERSE IMPACT ON ECONOMIC GROWTH, PRIVATE SECTOR JOB CREATION OR EMPLOYMENT, OR PRIVATE SECTOR INVESTMENT IN EXCESS OF \$1 MILLION IN THE AGGREGATE WITHIN 5 YEARS AFTER THE IMPLEMENTATION OF THE RULE;

It is expected that any economic impact would be positive or neutral in nature, particularly in the short term. Although much of the development work in the District has already commenced, the expansion of the District boundaries will allow the District to proceed with anticipated construction of improvements within the Expansion Parcel, which will yield a demand for construction labor and professional consultants. Furthermore, the amendment is expected to have a positive impact of property values and local real estate sales. See generally Sections 3(b) and 5 below.

B. IS LIKELY TO HAVE AN ADVERSE IMPACT ON BUSINESS COMPETITIVENESS, INCLUDING THE ABILITY OF PERSONS DOING BUSINESS IN THE STATE TO COMPETE WITH PERSONS DOING BUSINESS IN OTHER STATES OR DOMESTIC MARKETS, PRODUCTIVITY, OR INNOVATION IN EXCESS OF \$1 MILLION IN THE AGGREGATE WITHIN 5 YEARS AFTER THE IMPLEMENTATION OF THE RULE;

Any impact on overall business competitiveness and/or innovation resulting from the District boundary expansion is likely to be minimal, but as is the case with the economic factors described above, such impact will presumably be positive in nature. All professional contributors to the boundary expansion and anticipated resulting developmental efforts are expected to be either locally or state-based. Once complete, the Expansion Area will likely create opportunities for the local real estate industry. Thus, there will be no adverse impact on business competitiveness because of the amendment of the District boundaries.

C. OR IS LIKELY TO INCREASE REGULATORY COSTS, INCLUDING ANY TRANSACTIONAL COSTS, IN EXCESS OF \$1 MILLION IN THE AGGREGATE WITHIN 5 YEARS AFTER THE IMPLEMENTATION OF THE RULE.

A dramatic increase in overall regulatory or transaction costs is highly unlikely. As will be stated in further detail below, the City may incur incidental administrative costs in reviewing the documents germane to the boundary



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expansion, but it is expected that these costs will be offset by the City's required filing fees for the Petition.

Although operational services will be extended to the Expansion Area, these operating costs will be funded by the landowners through special assessments levied by the District. Similarly, the District may incur costs related to the issuance of future revenue bonds, and these costs will be allocated to the Expansion Area on a proportional basis pursuant to the District's existing allocation methodology. These costs would be funded by landowners in the Expansion Area through the payment of special assessments.

2. A GOOD FAITH ESTIMATE OF THE NUMBER OF INDIVIDUALS AND ENTITIES LIKELY TO BE REQUIRED TO COMPLY WITH THE ORDINANCE, TOGETHER WITH A GENERAL DESCRIPTION OF THE TYPES OF INDIVIDUALS LIKELY TO BE AFFECTED BY THE ORDINANCE:

The individuals and entities likely to be required to comply with the ordinance or affected by the proposed action (i.e., adoption of the ordinance) can be categorized, as follows: 1) The State of Florida and its residents, 2) City of Leesburg and its residents, 3) Lake County and its residents, 4) current property owners - Existing District, 5) current property owners - Expansion Area and 6) future property owners.

a. The State of Florida

The State of Florida and its residents and general population will not incur any compliance costs related to the expansion and on-going administration of the District and will only be affected to the extent that the State incurs those nominal administrative costs outlined in Section 3(a)(2) below. The cost of any additional administrative services provided by the State as a result of this project will be incurred whether the infrastructure is financed through a CDD or any alternative financing method.

b. City of Leesburg

The City and its residents not residing within the boundaries of the District will not incur any compliance costs related to the expansion and on-going administration of the District other than any one-time administrative costs outlined in Section 3(a)(1) below. Once the District boundaries are expanded, these residents will not be affected by adoption of the ordinance. The



cost of any additional administrative services provided by the City as a result of this development will be incurred whether the infrastructure is financed through a CDD or any alternative financing method.

c. Lake County

The County and its residents will not incur any compliance costs related to the expansion of the District. Once the District boundaries are expanded, these residents will not be affected by adoption of the ordinance.

d. Current Property Owners – Existing District

The current property owners of the lands within the boundaries of the Existing District will be affected by the expansion of the District boundaries because the future operation and maintenance costs for existing infrastructure and services will be proportionally allocated to the new property added to the District. Similarly, any costs for the Expansion Area will be shared proportionately with the current property owners which may result in a cost savings for all property owners.

e. Current Property Owner and Future Property Owners – Expansion Area

The current property owner and future property owners of the lands within the boundaries of the Expansion Area will be affected by the expansion of the District boundaries to the extent that the District allocates debt for the future construction of infrastructure and undertakes operation and maintenance costs for that infrastructure. The future property owners will be assessed for these costs on a proportional basis pursuant to the District's allocation methodology.

3. A GOOD FAITH ESTIMATE OF THE COST TO THE AGENCY, AND TO ANY OTHER STATE AND LOCAL ENTITIES, OF IMPLEMENTING AND ENFORCING THE PROPOSED ORDINANCE, AND ANY ANTICIPATED EFFECT ON STATE AND LOCAL REVENUES:

a. Costs to Governmental Agencies of Implementing and Enforcing the Ordinance

1. City of Leesburg ("Agency or City")



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Because the District encompasses less than 2,500 acres, this petition is being submitted to the City of Leesburg (i.e., the "Agency" under Section 120.541(2), F.S.) for approval in accordance with Section 190.046(1), F.S. The Agency may incur certain one-time administrative costs involved with the review of this petition, although this will be offset by the Petitioner's payment of a one-time filing fee.

Once the District boundaries are expanded, the City will not incur any quantifiable on-going costs resulting from the on-going administration of the District. As previously stated, the District operates independently from the City and all administrative and operating costs incurred by the District relating to the financing and construction of infrastructure are borne entirely by the District. The District will continue to submit, for informational purposes, its annual budget, financial report, audit and public financing disclosures to the Agency. Since there are no legislative requirements for review or action, the Agency should not incur any costs. The Agency may, however, choose to review these documents.

While some District improvements may eventually be dedicated to the City for ownership/operation and maintenance, the overall financial impact to the City resulting from such actions is minimal due to available utility fees and other revenues. Moreover, regardless if the District boundaries are expanded, the transaction results in a limited impact to the City's revenue, from the dedication of infrastructure related to this development to the City.

2. Lake County

While some District improvements may eventually be dedicated to the County for ownership/operation and maintenance, the overall financial impact to the County resulting from such actions is minimal due to available utility fees and other revenues. Moreover, regardless if the District boundaries are expanded, the transaction results in a limited impact to the County's revenue, from the dedication of infrastructure related to this development to the County.

3. State of Florida



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Once the District boundaries are expanded, the State of Florida will continue to incur only nominal administrative costs to review the periodic reports required pursuant to Chapters 190 and 189, F.S. These reports include the annual financial report, annual audit and public financing disclosures. To offset these costs, the Legislature has established a maximum fee of \$175 per District per year to pay the costs incurred by the Special Districts Information Program to administer the reporting requirements of Chapter 189, F.S. This amount is currently being paid by the District and will not change when the District boundaries are expanded. Because the District, as defined in Chapter 190, F.S., is designed to function as a self-sufficient special-purpose governmental entity, it is responsible for its own management. Therefore, except for the reporting requirements outlined above, or later established by law, no additional burden is placed on the State once the District has been established, and there will be no impact as a result of the expansion.

4. The District

The District will incur costs for, construction, operations and maintenance of its facilities, and for its administration. These costs will be completely paid from annual assessments against all properties within the Existing District and the Expansion Area benefiting from its facilities and its services. The fiscal year 2024-2025 Operations and Maintenance budget is already in place and any proportionate increases will be captured by budgets in future years. Again, while there may be a proportionate overall increase in terms of District operations, these costs are repaid by levy of assessments on individual properties within the Existing District and the Expansion Area. It is expected that the cost for each new parcel would be similar or proportionate to costs borne by the existing parcels.

b. Impact on State and Local Revenues

It is anticipated that approval of this petition will not have any negative effect on state revenues. There is however, the potential for an increase in state sales tax revenue resulting from a stimulated economy although it is not possible to estimate this increase with any degree of certainty. In addition,



local ad valorem tax revenues may be increased due to long-lasting increases in property values resulting from the District's construction of infrastructure and on-going maintenance services. Similarly, private development within the District, which will be facilitated by the District's activities, should have a positive impact on property values and therefore ad valorem taxes. In addition, impact fee and development permit revenue is expected to be generated by private development within the District and, accordingly, should also increase local revenues.

Lastly, some express a concern that a District obligation could become a State, County or City obligation thereby negatively effecting state or local revenues. This cannot occur as Chapter 190 specifically addresses this issue and expressly states: "It is further the purpose and intent of the Legislature that no debt or obligation of a district constitutes a burden on any local general-purpose government without its consent." Section 190.002(3), F.S. "A default on the bonds or obligations of a district shall not constitute a debt or obligation of a local general-purpose government or the state." Section 190.016(15), F.S.

In summary, expanding the boundaries of the Grace Key Groves Community Development District will not create any significant economic costs for the City, County or the State of Florida.

4. A GOOD FAITH ESTIMATE OF THE TRANSACTIONAL COSTS LIKELY TO BE INCURRED BY INDIVIDUALS AND ENTITIES, INCLUDING LOCAL GOVERNMENT ENTITIES, REQUIRED TO COMPLY WITH THE REQUIREMENTS OF THE ORDINANCE:

The transactional costs associated with adoption of an ordinance to expand the District boundaries are primarily related to the financing of infrastructure improvements. As noted above, the District has already sold bonds to fund initial District improvements.

The District is in the process of providing various community facilities and services to serve the properties within the District. These facilities and services, and the estimated costs associated with the provision of each, were provided in the original Statement of Estimated Regulatory Costs and Petition to establish the District. Assessments for repayment of the District's existing bonds have been levied against benefited properties within the Existing District. It is expected that the District will construct new public facilities and services supporting the Expansion Area, and the estimated costs associated with the provision of each, are outlined in Table 1 below.



Table 1. Summary of Estimated Construction Costs for District Public Infrastructure Improvements

<u>Improvement</u>	<u>Estimated Cost</u>	<u>Funded by</u>	<u>O&M Entity</u>
Stormwater Management	\$6,360,665	CDD	CDD
Roadways	\$3,629,571	CDD	City
Water & Wastewater Systems	\$2,319,597	CDD	City
Hardscape / Landscape / Irrigation	\$877,865	CDD	CDD
Amenities	\$2,400,000	CDD	CDD
Conservation	\$442,020	CDD	CDD
Offsite Improvements	\$359,004	CDD	City/FDOT
Gas Utility	\$275,767	CDD	City
Professional Services	\$960,000	N/A	N/A
Contingency (10%)	\$1,762,449	N/A	N/A
Total	\$19,386,937		

To fund the cost of maintaining infrastructure that the District maintains, operation and maintenance assessments will be imposed on properties within the Existing District and the Expansion Area. As with the special assessments for infrastructure acquisition and construction, the property owner will be responsible for payment of these assessments on the basis of the amount of benefited property owned.

All persons choosing to acquire property in the Expansion Area will be responsible for such assessments in addition to the taxes or assessments imposed by the City or other taxing authorities.

In exchange for the payment of these special assessments, there are potential benefits to be derived by the future property owners. Specifically, these persons can expect to receive a higher level of services because they, the property owners, will elect the members of the District's Board of Supervisors. Further, the District is limited in jurisdiction and responsibility to this single development. Therefore, the District should be extremely responsive to the needs of the property owners within the Expansion Area.

As mentioned above, some infrastructure improvements may eventually be dedicated to the City. However, such dedication is subject to the City agreeing to accept such dedications. As such, the City would be responsible for the cost of maintaining those improvements after ownership and/or control is transferred. Due to a number of factors, at this time it is difficult to project, with certainty, the City's actual costs to operate the improvements, but it is



expected that the City will be able to offset these costs with utility charges and other available revenues, so that any actual impact to the City will be minimal. Furthermore, the City would incur these costs even if the District did not exist and alternative financing were utilized.

5. AN ANALYSIS OF THE IMPACT ON SMALL BUSINESSES AS DEFINED BY S. 288.703, AND AN ANALYSIS OF THE IMPACT ON SMALL COUNTIES AND SMALL CITIES AS DEFINED IN S. 120.52:

Expanding the boundaries of the District should not have any negative impact on small businesses. Any business, large or small, has the option of locating in a community development district provided the local governmental authority has issued the appropriate land use approvals. Those that choose this option are subjected to the financial obligations imposed by the District and accrue the benefits resulting from being in the District.

Furthermore, the District must operate according to Florida's "Sunshine" laws and must follow certain competitive bidding requirements for certain goods and services it will purchase. As a result, small businesses should be better able to compete for District business serving the lands to be included within the District.

A CDD does not discriminate in terms of the size of businesses that can be located within the boundaries or transact business with the CDD.

The District, as amended, should have a positive impact on the small businesses of the local economy. As outlined above, success of the development should generate increased employment and stimulate economic activity in the area through increased construction expenditures related to infrastructure and private development, thus providing enhanced opportunity for small businesses.

The City of Leesburg is not defined as a small city for purposes of this requirement.

In addition, amending the boundaries of a CDD should not have a negative impact on small cities or counties, because the cost to construct the infrastructure is borne entirely by the property owners within the District.

6. ANY ADDITIONAL INFORMATION THAT THE AGENCY DETERMINES MAY BE USEFUL:

Certain data utilized in this report was provided by the Petitioner and represents the best information available at this time. Other data was



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provided by Rizzetta & Company, Incorporated and was based on observations, analysis and experience with private development and other CDD's in various stages of existence.

7. A DESCRIPTION OF ANY REGULATORY ALTERNATIVES SUBMITTED AND A STATEMENT ADOPTING THE ALTERNATIVE OR A STATEMENT OF THE REASONS FOR REJECTING THE ALTERNATIVE IN FAVOR OF THE PROPOSED RULE:

Not applicable.



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EXHIBIT 11

RESOLUTION NO. 2024-29

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE GRACE KEY GROVES COMMUNITY DEVELOPMENT DISTRICT DIRECTING DISTRICT STAFF TO FILE A REQUEST WITH THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, TO CHANGE THE NAME OF THE DISTRICT, AND AUTHORIZING SUCH OTHER ACTIONS AS ARE NECESSARY IN FURTHERANCE THEREOF; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Grace Key Groves Community Development District (“District”) is a unit of special-purpose government established on July 22, 2024, pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, Florida Statutes, by City Commission of the City of Leesburg, Florida (“City”), by passage of Ordinance 24-33 (“Ordinance”); and

WHEREAS, Section 2 of the Ordinance provides that the name of the District shall be “Grace Key Groves Community Development District”; and

WHEREAS, Kolter Group Acquisitions, LLC, a Florida limited liability company (“Developer”), is presently developing real property within the District; and

WHEREAS, the Developer has approached the District and requested the District seek to change its name to “Grace Groves Community Development District,” in an effort to facilitate the development of the overall lands and marketability of the same;

WHEREAS, the proposed name change request is in the best interests of the District as it will eliminate confusion should the development have a different name than the District; and

WHEREAS, in order to seek a change in the District’s name, the District desires to authorize District Staff, including legal and managerial staff, to provide such services as are necessary throughout the pendency of the name change process; and

WHEREAS, the District desires to formally request that the City consider as an agenda item during a regularly scheduled meeting changing the name of the District from the “Grace Key Groves Community Development District” to the “Grace Groves Community Development District” and to effectuate the name change by amending the District’s establishment ordinance, Ordinance No. 24-33, and such other actions as are necessary in furtherance of the name change process.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE GRACE KEY GROVES COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The recitals as stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.

SECTION 2. The Board hereby directs District Staff to proceed in an expeditious manner with the transmittal of this Resolution to the City. This Resolution shall serve as the District's formal request to the City that the District's name be changed from the "Grace Key Groves Community Development District" to the "Grace Groves Community Development District."

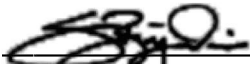
SECTION 3. The District further authorizes District Staff and Chairperson to take any additional action as may be required to effectuate the change in name of the District.

SECTION 4. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 12th day of August, 2024.

ATTEST:

**GRACE KEY GROVES COMMUNITY
DEVELOPMENT DISTRICT**



Secretary/Assistant Secretary


B:\File (Aug 15, 2024) 11:17 EDT

Chair/Vice Chair, Board of Supervisors

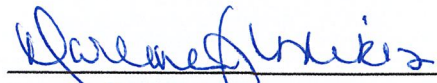
EXHIBIT 12

AUTHORIZATION OF AGENT

This letter shall serve as a designation of Jere Earlywine of Kutak Rock, LLP, to act as agent for Petitioner, Grace Key Groves Community Development District, with regard to any and all matters pertaining to the Petition to the City Commission of the City of Leesburg, Florida, to Amend the Boundaries and Change the Name of the Grace Key Groves Community Development District pursuant to the "Uniform Community Development District Act of 1980," Chapter 190, Florida Statutes, Section 190.156(1), Florida Statutes. This authorization shall remain in effect until revoked in writing.

WITNESSES:

GRACE KEY GROVES COMMUNITY DEVELOPMENT DISTRICT


Name: DARLENE J. MICKLES


By: William Fife
Chairman, Board of Supervisors

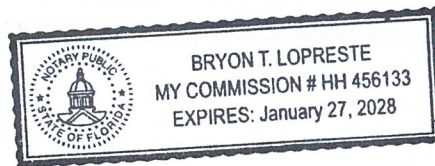

Name: BRYON T. LOPRESTE

Date: 8/25/25

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 25 day of AUGUST, 2025, by William Fife, as CHAIRMAN of GRACE KEY GROVES CDD, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.


NOTARY PUBLIC, STATE OF FLORIDA



Name: BRYON T. LOPRESTE
Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

NOTICE OF PUBLIC HEARING
By the City Commission for the City of Leesburg, Florida
to Consider a Petition to Amend the Boundaries and Consider a Name Change of the
Grace Key Groves Community Development District

DATE: **October 27, 2025 (First Reading)**
 November 10, 2025 (Second Reading/Public Hearing)

TIME: **5:30 P.M.**

LOCATION: **City Hall, Third Floor Commission Chambers**
 501 West Meadow Street
 Leesburg, Florida 34748

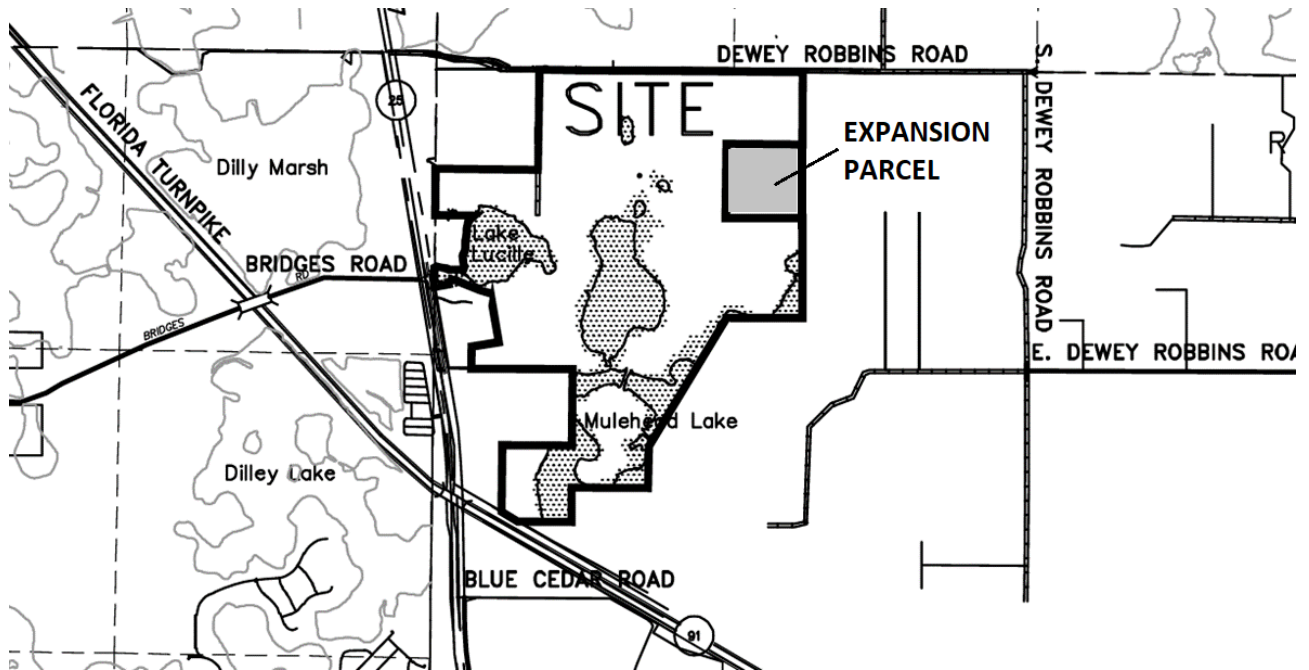
In compliance with the provisions of Chapter 190, Florida Statutes, a public hearing will be held by the City Commission for the City of Leesburg, Florida, to consider an ordinance to adopt an amendment to Ordinance No. 24-33 and amend the boundaries of the Grace Key Groves Community Development District ("District") and to change its name to "Grace Groves Community Development District."

The District is comprised of 691.30 acres, more or less, generally located south of Dewey Robbins, west of South Dewey Robbins Road, east of Bridges Road and north of Blue Cedar Road, entirely within the City of Leesburg, Florida. The District has submitted a petition to amend the boundary of the District by adding 39.05 acres, more or less, for an amended total of approximately 730.35 acres, more or less.

Copies of the petition and the proposed ordinance are open to public inspection at the City Clerk's Office, 501 West Meadow Street, Leesburg, Florida 34748, during regular business hours. For more information, call (352)728-9786.

All interested persons and affected units of general-purpose government shall be given an opportunity to appear at the hearing and present oral or written comments on the petition. Any persons or affected unit of general-purpose local government, who wish to appeal any decision made by the Board with respect to any matter considered at this public hearing will need a record of the proceedings. For that purpose the person or unit of general-purpose local government may need to insure that a verbatim record of the proceedings is made that includes the testimony and evidence upon which the appeal is to be based.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Within five working days of receipt of this notice, please contact the ADA Coordinator, at (352)728-9786, ext. 1210, or at City Hall, 501 West Meadow Street, Leesburg, Florida 34748.



PUBLISH: October 22, 2025

PUBLICATION REQUIREMENT UNDER S. 190.046(1)(b), F.S.: "A public hearing shall be held in the same manner and with the same public notice as other ordinance amendments."