

**AGENDA  
CITY COMMISSION MEETING  
CITY HALL, 501 W MEADOW STREET  
MONDAY, MARCH 9, 2026 5:30 PM**

**1. CALL TO ORDER**

**INVOCATION**

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

**2. PROCLAMATIONS:**

**A. None**

**3. PRESENTATIONS:**

**A. Employee Service Award Recognitions:**

**Five Years: Ashley Adams, Police; and Stephanie Pastrana, Police**

**Ten Years: Kandi Harper, Planning & Zoning**

**Twenty Years: Nathan Barlow, Fire; and Antonio Quiles, Public Works**

**Twenty-Five Years: Rodney Hogan, Public Works; and Angela Smith, Finance**

**Thirty Years: Lisa Carter, Police; and Alden "Al" Purvis, Public Works**

**Thirty-Five Years: Ronald Hancock, Electric**

**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 February 23, 2026**

**B. PURCHASING ITEMS:**

1. **Purchase request by the Public Works Fleet Department for the purchase of two (2) new 2026 GMC Sierra 2500 4WD Crew Cab Pro Vehicles from Carl Black of Orlando, LLC for the total purchase cost of \$127,099.88.**
2. **Purchase request by the Recreation Department for the purchase of one (1) scoreboard from Varsity Scoreboards for the total purchase cost of \$128,627.00.**
3. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Services Agreement with Built Rite Refuse Equipment, LLC for the delivery of Open Top Roll-Off Metal containers to support the City's Solid Waste Department; 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 Disposal Services Agreement with Reworld Lake II, Inc. for the disposal of the City's solid waste; and providing an effective date.**

**C. RESOLUTIONS:**

1. **Resolution of the City Commission of the City of Leesburg, Florida Establishing a rent increase for the Mispah Simmons Apartment Complex; and providing an effective date.**
2. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from Joe Douglas Canfield and Misty R. Canfield for the purpose of granting the City an Easement over the property described therein; 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. None

**C. NON-ROUTINE ITEMS:**

1. None

**7. INFORMATIONAL REPORTS:**

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

- A. None**

**8. CITY ATTORNEY ITEMS:**

**9. CITY MANAGER ITEMS:**

**10. ROLL CALL:**

**11. ADJOURN:**

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

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

**AGENDA MINUTES  
CITY COMMISSION MEETING  
CITY HALL, 501 W MEADOW STREET  
MONDAY, FEBRUARY 23, 2026 5:30 PM**

**1. CALL TO ORDER**

The City of Leesburg Commission held a regular meeting on Monday, February 23, 2026, at Leesburg City Hall. Mayor Berry called the meeting to order at 5:30 p.m. with the following members present:

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

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

**INVOCATION**

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

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

**2. PROCLAMATIONS:**

A. None

**3. PRESENTATIONS:**

A. None

**4. PUBLIC COMMENTS:**

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

Kimberly Shook, 220 South 9<sup>th</sup> Street, representing the Deaf Service Center of Lake County, said for many years, Bikefest was a significant source of funding for their organization as they ran a beer tent through the city. That revenue supported essential services for deaf and hard of hearing and speech-impaired individuals, including communication access, assisted technology, and interpreting services. Losing that event meant losing a major portion of their funding. As a small nonprofit, they do not have a large reserve or diversified revenue streams to absorb that kind of impact. They have reduced expenses and pursued new funding sources, but that loss has created immediate financial strain. There are over 400 deaf residents in Lake County alone who solely rely on American Sign Language and the services they provide ensure access to healthcare, education, employment, and public services. They are asking the commission to consider ways to help stabilize the situation, whether through identifying an alternative fundraising opportunity, temporary bridge support, or connecting them with partners who can assist. They are seeking collaboration to ensure these essential services continue without interruption. Thank you for your time and consideration.

**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.**

**Items pulled for discussion:**

**5.C.2** - amending FY 2025-26 Budget for carryovers from FY 2024-25

**5.C.5** - Utility Easement from THISISLEESBURG, LLC

Commissioner Reisman moved to adopt the Consent Agenda except for 5.C.2 and 5.C.5, and Commissioner Burry seconded the motion.

The roll call vote was:

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

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

**A. CITY COMMISSION MEETING MINUTES:**

**1. Regular meeting held February 9, 2026**

**B. PURCHASING ITEMS:**

1. **Purchase Request for One (1) New E-One Typhoon Metro 100/Ladder.**
2. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute an amendment to an existing contract with PRIME ELECTRIC, LLC; and providing an effective date.**

**ADOPTED RESOLUTION 19,192**

**C. RESOLUTIONS:**

1. **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 Airfield Signage Replacement Design Services, for the Leesburg International Airport; and providing an effective date.**

**ADOPTED RESOLUTION 12,193**

2. **Resolution of the City Commission of the City of Leesburg, Florida, amending the Fiscal Year 2025-26 Budget for the General, Stormwater, Greater Leesburg CRA, Carver Heights CRA, Highway 441/27 CRA, Capital Projects, Electric, Gas, Water, Wastewater, Airport, Police Forfeiture and Fleet Services Funds for the carryovers from Fiscal Year 2024-25; and providing an effective date.**

**ADOPTED RESOLUTION 12,194**

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

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

Mayor Berry requested comments from the Commission.

Commissioner Connell said he pulled this item because he wanted to re-discuss the market street design and the downtown parking. He asked what that number is up to now for this project? **CM Minner** replied that this project is the downtown parking project as you mentioned, and it has two funding mechanisms that come from two separate fiscal years. In fiscal year 25, we budgeted 1.5 million, and in this fiscal year, we budgeted 1.5, so, we had both. There was about three million total and we have 2.6 left. We spent about half a million on engineering. The reason this specific funding item is on the agenda is because it is fiscal year 25 funding. So, all these items, and I am giving you a little more than you asked for commissioner, but all these items are rollovers. This is an SOP, standard operating procedure. If we do not finish a specific project from the previous fiscal year, you have to formally approve its funding through this process to be carried over. What this process does this evening is it ratifies your funding from last year, which couples your funding from this year. If you do not approve this item from last year, then ostensibly, you are cutting the funding for that project by half. So, I know we spoke on

the phone commissioner, and I said obstensively, it would kill the project. Maybe let me back off that because I do not know if it obstensively kills it, but it changes the funding obviously by that 25 amount. I do not know where the numbers will come in on the bids. I do not know specifically what each item of that project is going to cost, like how much the demolition of the old partnership building is going to cost? How much is asphalt paving going to cost? How much are trees going to cost? Those are all going to be line items in the bid that is out, but it is a significant portion of the funding. **Commissioner Connell** asked, so, basically a \$2 million project. **CM Minner** replied two and a half. **Commissioner Connell** said a \$2.5 million project for parking downtown. That is a lot of money for downtown parking that he just does not see as needed. Maybe once or twice a year. For \$2.5 million, he thinks the city, the commission anyway, should keep in mind that something is going to happen with the property taxes coming up. We are going to lose a significant amount of resources coming in. He really thinks we need to take a step back and look at how we are spending money, because our revenue source is going to dry up as everybody's is going to. He truly believes a portion of property taxes are going to be eliminated, and to spend that kind of money for downtown parking for maybe one or two events a year, at best one or two events, maybe just one, is just a tremendous amount of money for some additional parking downtown. He would like the commission to really reconsider spending this money right now on the downtown parking until we get a better handle on what is going on with this referendum coming up on property taxes. **Commissioner Burry** views the parking as not just for events. He is hoping that the parking we are creating will help the existing businesses there to generate more revenue. There are always two sides; some people think we do not need it, and some people believe we do. He believes putting the parking down there will help our downtown vibe or whatever you want to call it, to make it more prosperous. We spent a lot of money down there trying to improve downtown, and he does not think we need to kill the momentum on that. **Commissioner Reisman** echoed that and agrees with Commissioner Burry. He thinks it is not just for events. He was downtown over the weekend, and we had an event, and you could barely find a parking spot. There were so many people downtown. He thinks it is more than just one or two events a year, especially as special events continue to grow our events, but it is also for our downtown businesses; this will be really critical for the downtown to survive. **Commissioner Pederson** added he has been very vocal on this subject. He has been engaged downtown for 25 years, and has worked downtown for 10 years. This has been probably the biggest subject talked about by the downtown business owners and so forth. When we did the downtown study about five years ago, where we hired a consultant who sought the community's input on ideas of how to improve our downtown, improving parking was ranked number one by the community. He is proud to support it. **Commissioner Connell** said, so, it is the intent to spend \$2 and half million dollars to invest in some downtown parking. **Commissioner Pederson** added that he hopes one day they will need to go up and create more parking with multi-levels and this is the perfect location for it. **Mayor Berry** said she also, like Commissioner Connell, is concerned about the decision regarding property taxes. She thinks it is going to affect the city overall, not just for the parking and the expense that we pay. However, we do need parking spaces for the downtown area. It is something, like Commissioner Peterson said that has been on his agenda, and the need has been requested. Saturday night was a major event. She is not sure what to expect in the future, but knows this is needed. We should be able to discuss further once a decision is made in the legislation regarding property taxes. **Commissioner Pederson** said to keep it in perspective, this money is already budgeted for, already set aside. He does not know what is going to happen with property taxes. That is a whole other subject, but that is future. Some of the ideas are to phase it in over five years and there are a lot of crazy things being talked about. He thinks this is one of the craziest things he has ever heard come out of Tallahassee personally, but his point is this is funded. **Commissioner Connell** agreed it is funded, but it is money that does not have to be spent. He thinks with things coming up, we do not empty the piggy bank. He is actually in favor of reducing property taxes, so he is in favor of whatever Tallahassee comes up with.

Mayor Berry asked if there were any further comments. There were none.

The roll call vote was:

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

Four years, one nay, the Commission adopted the resolution.

- 3. Resolution of the City Commission of the City of Leesburg, Florida, amending the Fiscal Year 2025-26 Budget for the General, Greater Leesburg CRA, Carver Heights CRA, Capital Projects, Gas and Fleet Services Funds for the First Quarter; and providing an effective date.**

**ADOPTED RESOLUTION 12,195**

- 4. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute Public Transportation Grant Agreement 444873-3-94-01, between the City of Leesburg and the State of Florida Department of Transportation, for the Fuel Tanks construction of the Fuel Farm Project at the Leesburg International Airport; and providing an effective date.**

**ADOPTED RESOLUTION 12,196**

- 5. Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement affecting the property described therein from THISISLEESBURG, LLC, joined by Bank Ozk; and providing an effective date.**

**ADOPTED RESOLUTION 12,197**

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

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

Mayor Berry requested comments from the Commission and the audience.

Commissioner Burry stated the reason he introduced this, it is just an easement, but this piece of property, he wanted it on record to let Al explain the project a little bit of what is going on because, for five years, we have had this on the agenda, and it is a big thing the public comments about the negative impact on Leesburg and that is the old Holiday Inn. **CM Minner** said not his word choices, but maybe this is a sign that there is some progress. This obviously is in reference to the old hotel on 27 across from Ramshackles, which obviously has been a blight and an eyesore on the community for a long time and

different developers or prospects have come through kicking the tires on that. A few years ago, there was a company that came through, as a developer, who had the concept of converting the motel rooms into efficiency apartments. The way that property is zoned, C3, is pretty much a catch-all for most commercial activities that the city would host, from convenience stores to hotels to multifamily dwellings, which are permitted in that district. So, because of the way it is zoned, you will not see this come across your desk as a redevelopment project because it is zoned properly. So, whose desk it does come across, is the building officials' desk, Ann Kinsey, and she has worked with a group of developers to get permitting started on this project. They have been in and out of her office trying to get permits, and there are a number of permits that they need to receive from the building department and a lot of components that go along with electrical and so forth. On Ann's desk, it is still kind of the status quo; they are still outstanding on a couple of permits. Outstanding on permit issuance is not necessarily a good or bad thing. Ultimately, if they do not meet certain timeframes, then they do not get their permits and they kind of have to start at scratch to re-get their permits unless they get inspections to keep their permits live. They have started a permit process and have not completed it. On the other side of the equation, the developers are actually working with the electric department to get an easement. There are three buildings out there. There is the kind of main building that faces Ramshackles with the A-frame, there is an L-shaped building that faces the Wawa, and then there is a rectangular building on the north side. So, this easement specifically brings up an electric easement, so electric can be brought as an underground service from a pedestal that we have between us and the property line of the Lutheran church and the hotel to serve the backside of the hotel property. It is a good sign that they are getting the proper easements. They need to get electrical service out there, but they still have some permitting issues to go through. It is an easement that we should grant, and hopefully they take this thing to the hoop and start the redevelopment efforts over there by getting the proper permits from Ann's office. **Mayor Berry** asked how many years the hotel had been in that state. **CM Minner** replied at least for the 13 years he has been here, it has been like that, and probably longer. **Mayor Berry** said so it will definitely be another hotel. **CM Minner** replied No, what they are looking to do is convert the hotel rooms into kind of efficiency micro apartments for residential living rentals.

The roll call vote was:

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

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

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

#### **ADOPTED RESOLUTION 12,198**

- 7. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Lease Agreement and Memorandum of Lease, with Southeastern Surveying and Mapping**

**Corporation, for property located at 8404 U.S. Highway 441, Leesburg, Florida 34748; and providing an effective date.**

**ADOPTED RESOLUTION 12,199**

**6. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:**

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Mayor Berry asked the city attorney to perform the swearing-in. CA Watson asked for anyone wishing to speak on Agenda Items 6.A.1, 6.B.3, or 6.B.6 to stand and raise their right hand. He swore them all in. CA Watson also reminded the Commission that since item 6.B.2 was a Large-Scale Comp Plan, it would need a motion to transmit to the State.

**A. SECOND READING OF ORDINANCES:**

- 1. An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 2.98 +/- acres from City of Leesburg SPUD (Small Planned Unit Development) to SPUD (Small Planned Unit Development) to allow for light industrial uses for a property generally located north of Casteen Road and west of South Street, lying in Section 28, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Petalanda SPUD)**

**ADOPTED ORDINANCE 26-04**

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

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

Mayor Berry asked staff to give their presentation.

Planning and Zoning Director (PZD) Dan Miller said this rezoning project consists of 2.98 plus / minus undeveloped acres. It is generally located on the north side of Casteen Road and west of South Street.

The request is to change the zoning from small plan unit development to small plan unit development; just revising the conditions. There were no significant or substantive comments from the city departments. Lake County Public Works noted their standard comments, which would be for a commercial driveway permit and added right of way. The request is for future development of warehousing and storage as the proposed use. There were no public responses received. Under the terms of the SPUD agreement, the proposal is again 2.98 acres. It would be office, warehouse, distribution, logistics, light manufacturing, contractors and trade offices, things of that nature. It does allow for one single-family dwelling unit which exists on the property now. The proposal does have some design standards, including screening of mechanical equipment, 35% open space, dark sky-lighting, the standard things we use in all of our PUDs, a maximum building height of two floors, a code-compliant

landscaping plan, and the utilities will be on city water and wastewater. There is the standard phasing clause which allows four years, or it reverts to City RE1, which is one acre per unit. In closing, he said that Madelyn Damon, attorney with the Jones Law Firm in Clermont, is here to represent if the commission has any questions.

Mayor Berry asked if the petitioners had any further information; there was none. Mayor Berry then asked for any further commission or public comments. There were none.

The roll call vote was:

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

Five 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 202.6 +/- acres; and being generally located east of County Road 33 and south of Lake Brite Street, and west of County Road 33 and south of Desert Lane, lying in Section 3, Township 21 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 4; and providing an effective date. (Lake Bright-Brighurst ANNX)**

Mayor Berry asked for someone to introduce items 6.B.1, 6.B.2, and 6.B.3.

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

Mayor Berry said as a reminder, these are first readings, and they will come back on March 23rd. She then asked Dan to please provide staff information.

PZD Miller said by way of background, this project does consist of an annexation, a large-scale comp plan, and a rezoning. The site is 202.6 plus or minus acres, generally located east of County Road 33, south of Lake Bright Street, and west of County Road 33 and south of Desert Lane. The request is for approval of a future development consisting of 502 single-family dwelling units. Under the request, the future land use application for this project is requesting a change from Lake County Rural to City Estate Residential. The zoning application for the project is requesting a change from Lake County Agriculture to City of Leesburg Planned Unit Development. The lots would be 50x120, which is 6,000 square feet, and 60x120, which is 7,200. No substantive comments came back from the city departments. The property is outside the city of Leesburg electric service area. Water, wastewater, and natural gas all

indicated ability to service the proposed project. The school board has been contacted by the applicant as required, and they did issue an adequate public facilities' determination letter. It is still subject to concurrency review, so they may still have to come back at some time in the future with a mitigation payment. Lake County Public Works had a number of comments on the project. Overall, they noted that turn lanes will be required on County Road 33 at the development's proposed access points, and there are three of those. The additional right-of-way will be required for County Road 33 and a trail along the development road frontage for County Road 33 will need to be accommodated. Specifically, on County Road 33, they defined that as a functional road classification, rural major collector, and that all access management requirements must be met. That there would be left and right turn lanes required on 33 at the proposed entrances and the development would need to accommodate the West Lake Trail as we noted earlier along the county road 33 frontage. In addition to that, if there are any off-site road improvements, road drainage and future widening of County Road 33 would be required. For Lake Thomas Road, they noted that any roads being vacated must maintain accessibility and provide new right of way for any impacted properties. And as a note here, the developer has worked with Lake County, and they have agreed to a roadway improvement agreement with Lake County to improve the intersection of County Road 470, County Road 48, and County Road 33. There is a copy of that agreement in the packet. It describes the improvements to include the widening of the turn lanes and general improvements to the intersection. Since this is a private contract with the county and the developer, the applicant, they will be able to answer any specific questions you may have in regard to that intersection. This is approximately a \$2 million project. It should also be noted that if the project is eventually approved by the city commission, both the staff's recommendation and the PUD conditions would require the developer to initiate, construct, and complete the intersection work as described in that contract or the property again would revert to, as in other PUDs, the one acre per unit, RE1 zoning requirements. Staff received numerous written responses to this request and as we posted the signs, sent out the letters, and the advertisement. In summary, some of their concerns were wildlife peace and tranquility that the county area offers, leaving the area intact for agriculture. Some comments were: when will enough be enough for your board? Concerns about neighboring cattle and neighboring shooting range. Request for larger buffers and solid walls. Too many houses and small lots in the area. And one person did request that the conditions be changed to one acre per home site. Again, this is just a summary, as there were significant responses received.

Under the terms of the PUD agreement, the proposal is 502 single family units on 202.06 acres. That is 2.4 dwelling units per acre, which is consistent with everything else we have done over the last several years. No other uses are permitted, including duplexes, town homes, apartments, commercial, none of that. You end up with 299 50-foot lots, 203 60-foot lots for the 502. The project would have four phases. It includes design and zoning standards, including architectural requirements: 35% open space, dark sky lighting, the maximum height on any building would be two floors, gutters for side yards for anything less than five feet. Those are standards we have incorporated. Split rail fencing is required along County Road 33 at a height of four feet. Under site access, there are three primary access points, all of which have to be boulevard-style access, meaning the wider lanes with bidirectional turning options and landscaping area of a minimum eight feet wide in between the two lanes. The PUD also requires the developer to provide any and all expansions or upgrades to the access points and roadways as needed and required by FDOT and Lake County. We did talk about 25-foot buffers required all the way around the property which are not adjacent to an existing wetland or preserved area and all buffers are required to be either undisturbed or planted. Under transportation improvements they will be mandated by Lake County and, as stated earlier, as required in the PUD document. So, the developer will have to add any turn lanes, etc. Under recreation, 2.38 acres of park and recreational land is required. This includes two primary recreational areas, one on each side of 33 to include a swimming pool, cabana, and on-site parking. In addition, other uses, such as children's playgrounds, dog parks, barbecue, gazebos, those kinds of things are optional and can be put in there. The prime recreation facilities would have to be up and running by the time 50% of the houses are constructed. All the utilities would be on city water and wastewater, there

will be no wells or septic. And finally, we do have the phasing or expiration clause that would revert if the development did not move forward. Again, with the contract with Lake County and the city recommendations and PUD, the intersection improvements would have to be commenced almost immediately and completed. I believe it said start within 6 months and completed within 18. The planning commission did recommend denial in a split vote of three to three. Noting no improvement in the traffic pattern, and they want the area to stay rural in character. We do have some representatives for the project here, Mr. Ben Snyder and Tony Iorio of Hanover Homes and Mr. Andrew McCown of GAI Consultants in Orlando if you have any questions.

CM Minner stated he just wanted to underscore this and does not say this in a prejudiced way, but thinks it is important to kind of underscore what is different about this proposal than in the past. It is a factual commentary with a tick of his opinion, but again not meant in any prejudicial type of way. What is different about this proposal is really the agreement that the developer got with the county for the transportation impact fees. This is his opinion. One of the difficult things about growth that you hear all the time from the public, is how this affects traffic and those types of things. The difficult thing about that is really more so from a county perspective, in his opinion, than a municipal perspective, is the county is relying on certain revenues to make road improvements. Those revenues roughly are general fund revenues for the county like us, special option tax, gas taxes, that help with transportation improvements and impact fees. So, really what we see in the government world in development is we do not see major improvements come until development happens because of the reliance on impact fees to make those improvements. That is the process and that is the struggle we have with the process. What is different about this is the county, the developer has leveraged their impact fee credit. Remember, when a developer comes in, they pay a litany of impact fees which average around 20-grand-ish. The lion's share these days is about 20 grand because of the increase in impact fees we have seen from the school board and the county, and, for that matter, the city as well. But the lion share, over 50% of the impact fees, really goes to the school board. You know, there is a good chunk that goes to county road impact fees, and so this is really the first one that we have seen where the county is now if you make these improvements. So, what we have done differently in this agreement is we have taken that philosophy and put it into the PUD a few years ago, where the developer has four years to build and if they do not build, it reverts to one house per one acre, what Dan refers to as the RE1 zoning. That is a true one house, one acre and most of our PUDs that we have done in the last five years have that clause in there. So that clause is in this PUD, but we also kind of got two bites of the apple on this. Not only if they do not develop in four years, it goes back to RE1, but we stipulate in the transportation section of the PUD that if they do not cause this to be started in six months or completed in 18 months, it goes to RE1 as well. So, really, if they do not build the intersection improvements in 18 months, we preempt ourselves in this agreement, and they are forced to do the developments or if they do not get the intersection modified pursuant to the way the county says, which is an attachment to the PUD, they go to RE1. He thinks that is a reasonable stick to try to get transportation improvements done before development occurs. And on that schedule, if they get these things started in 18 months, many of the other subdivisions that have been approved along 33, this process should actually effectuate an improvement, hopefully, before those other subdivisions come in. Hopefully, this will be a development that gets some transportation improvements preemptively made, that is different. That was the non-prejudicial addition he wanted to add. Dan touched on it pretty well, but he wanted to really underscore that this is a significant language change in the PUD that is before you tonight. **Mayor Berry** asked which road would be determined to be done first. Would that be our determination or the county? **CM Minner** answered that it is the intersection improvement. The county currently has a designed plan to modify, going to call it the Okahumpka intersection, which is 470 and 33, and that calls for additional signalization and widening of lanes in each north and south sides, and on the 48 side for the widening of additional turn lanes. The county conducted a review and that is an improvement to help that area along 48. The county is also beneficiary of some of the land acquisition that they have done for the widening of 48. And of course, our PUDs that are

attached to 48, whether on the south side or the north side of 48, give the county, the city, the ability to grab frontage so that road can get widened. That would be kind of an improvement in the rear, that would occur at the time of permit issuance and those types of things. But this intersection improvement has to get done now. His guess is, by timing the way we linked this and the county linked this with that, that intersection improvement would be done before you see a lot of the other PUDs being constructed along the 48 and 38 corridors. **Mayor Berry** asked if this was some kind of game changer that we could look forward to as far as the concerns of the citizens in that area with the traffic. **CM Minner** replied he does not like the word game changer, but this is a significant step towards a better development pattern. He thinks it is probably the first time in Lake County that Lake has preemptively used sharing of impact fees to try to tackle a troubled area before construction actually starts.

Mayor Berry asked if the Petitioner would like to give his presentation.

Mr. Andrew McCown, of GAI Consultants, 618 East South Street, Orlando, stated he was here representing the developer, Hanover Land Company, who is also in attendance. Also, the traffic engineer and the civil engineer are present to answer any questions. Not to rehash everything Dan spoke of, but just a reminder of the property configuration. The project is on both sides of CR 33 and will be an overall unified PUD project. They are seeking a PUD with this and, as you see the concept plan, it might look familiar to you and that is because we were here a little over a year ago to discuss this project and at that time there were a number of concerns that were validly raised by the public, by the planning and zoning, and by the city commission. Since that time, we have gone back and addressed many of those comments. He would characterize those in kind of two different buckets. One is the concept plan-related comments, and the other is the traffic-related comments. As stated, one of the things we did was reduce the number of units somewhat from 516 to 502, and overall, reduced the number of 50-foot lots. There are considerably more 60-foot lots in this plan than there were in the previous plan, and those lots have been distributed around the exterior of the project adjacent to the property owners. What the increase in 60-foot lots also does is improve the compatibility, but also the market diversity of each of the phases. There will be four phases, two on each side, and by doing that, it is to improve on the overall diversity and sustainability of the project as a whole. The larger lots are moved to the perimeter to provide some additional compatibility buffers with the 25-foot buffers around all the adjacent properties. Also, the open space moved to the exterior with ponds, the trail and the preservation of the lake in Lake Bright here in the middle and then the trail connection along CR 33. There are some enhanced amenities and there will be similar amenities on each side of County Road 33 so that you do not have to cross over CR 33. There will be two class A zero entry pools, one on each side, with play elements and gazebos for each side of the project. There will be two shaded playgrounds, one on each side, and then multiple neighborhood parks throughout. As mentioned, there is also a trail around Lake Brite. There will be secure combined centralized mail kiosks serving the project and also entry monumentation. In the presentation, he showed an example of some of the amenities on other recent Hanover projects in the city to show the quality of the amenities that Hanover brings. Their playgrounds are all very family oriented, equipped with shade structures to improve the comfort and safety for the users.

As far as traffic, that was the other major consideration from the previous version a year ago. At the city's request, we did conduct a full TIA (Traffic Impact Analysis) completed by TMC, whose representative is here tonight. Using Lake County's methodology and all their required assumptions, that analysis was reviewed by Lake County staff and was found to be consistent with all the county standards for the growth rates and the background traffic and distribution, all checked out with Lake County. All the project impacts are going to be fully mitigated through the developer agreement that Mr. Minner mentioned. The developer-funded improvements will total about \$2.3 million at this intersection, the impacts on US 27 and the turnpike, which was a concern at the previous hearing. The traffic impact study determined that the impacts from the project at this intersection would be De minimis, so, basically no relevant impacts from this project would have to be addressed at this intersection. So, regarding the

actual project, at 470, 33, and 48 intersections, this was a project that was actually already under designed by the county when the developer approached the county about options for partnering on traffic improvements. The issue was that there was no funding allocated for this project. It was under design, but it was not funded, and it was not funded within the next 5 years. This was a project that Hanover was able to partner with the county and actually generate a funded project in the city which is very important. This project is being funded and built inside the city, which they feel is, if Mr. Minner is not going to say it, he will. They think it is a game changer for the city. The \$2.3 million project includes turn lanes, improved signalization, milling and repaving of the entire intersection, new shoulders, curbs, widening of various portions of the intersection, improving the overall geometry, and adding turn lanes. The intersection does not have crosswalks today, so those will be added and also improved drainage. The construction, as was mentioned, must start within six months of the approval of the PUD, and it must be finished within 18 months of that date. Based on all of those schedules, it should be fully constructed before any of the COs for Hanover homes in this corridor, certainly for this project, come online. Before a single home comes online from this project, this intersection will be finished and depending on how the different time frames work for any of the Hanover Homes that have been approved on this corridor. A little more about the access improvements. It was mentioned that the common entrance between the two sides and then the third entrance on the west side of County Road 33. There is a secondary entrance to that portion. Basically, there are turn lanes required in every direction, at every entrance, with accel and decel lanes.

Mayor Berry asked if there were any public comments.

The following public participants stated concerns regarding the privacy and safety of residents, traffic, rural protection, wildlife peace and tranquility that the county area offers, leaving the area intact for agriculture, flooding, light and noise pollution, concerns about neighboring cattle, a request for larger buffers and solid walls, too many houses and small lots in the area.

William Robertson of 23404 CR 33 – provided handouts	Lee Barnett – 3205 Thomas Cove Drive
Kayla Phillips – 3956 Lake Bright Street	Brantley Merritt – 3213 Desert Lane
Wayan Haggard - 3213 Desert Lane	Jerrill Robison – 3520 Desert Lane
James Revels – 3430 Desert Lane	Haley Cannon – 3213 Desert Lane

Mayor Berry asked if there were any further comments from the commission. There were none.

Commissioner Burry made a motion to transmit item 6.b.2, the large scale comprehensive plan, to the state and Commissioner Reisman seconded the motion.

The roll call vote was:

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

Four yeas, one nay, the Commission adopted the motion to transmit.

## **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 202.6 +/- acres from Lake County Rural to City of Leesburg Estate Residential, for a property generally located east of County Road 33 and south of Lake Brite Street, and west of County Road 33 and south of Desert Lane, lying in Section 3, Township 21 South, Range 24 East, Lake County, Florida; and providing an effective date. (Lake Bright-Brighurst LSCP)**

- 3. An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 202.6 +/- acres from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) to allow for 502 single-family residential lots, for a property generally located east of County Road 33 and south of Lake Brite Street, and west of County Road 33 and south of Desert Lane, lying in Section 3, Township 21 South, Range 24 East, Lake County, Florida; and providing an effective date. (Lake Bright-Brighurst PUD)**
  
- 4. An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 9.26 +/- acres; and being generally located north of Dewey Robbins Road and east of U.S. Highway 27, lying in Section 31, Township 20 South, Range 25 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 4; and providing an effective date. (Cronin-Dewey Robbins Residential ANNX).**

Mayor Berry asked for someone to introduce items 6.B.4, 6.B.5, and 6.B.6.

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

Mayor Berry requested staff comments.

Mayor Berry said Again, these are all first readings, which will come back to the commission on March 23rd.

PZD Miller stated this is the Cronin Dewey Robbins residential project with an annexation, small scale comp plan, and rezoning consisting of 9.26 plus or minus acres generally located on the north side of Dewey Robbins Road and east of Highway 27. The request is for approval for future development of 26 single family dwelling units. Under the request, the future land use application for the project is requesting a change from Lake County Rural to City of Leesburg Estate Residential. The zoning application is requesting a change from Lake County A agriculture to city of Leesburg small plan unit development. Under city department responses, we received no substantive responses. Under public responses, we received numerous written responses and phone calls. Comments and concerns

summarized are 99% of the residents that live on Dewey Robbins and Turkey Lake roads enjoy the wildlife, peace, and tranquility. Hodges Reserve is not conforming to Dewey Robbins Road, ruining Dewey Robbins Road, the city of Leesburg is ruining our area, leave the county areas alone, the number of homes and lot sizes are too small, and ranch style homes on one acre lots would be better. Again, that is just a summary, but we try to highlight as many as possible.

Under the terms of the SPUD agreement, the proposal would consist of 26 detached single family residential units with no other uses permitted. There are design standards for the architecture, minimum 35% open space, dark sky lighting, code compliant landscaping plan, maximum height is two floors, gutters for the side yards, and a six-foot privacy fence is required on both the east side and west side of the property with a 4-foot split rail fence along Dewey Robbins Road. There is one access point because it is 26 units straight drive in and straight out. The PUD would require the developer to provide any and all expansions or upgrades to the access point as needed by Lake County. There is 5,200 square feet of recreational space required and utilities will all have to be on city water and wastewater. We also have the standard phasing clause which gives them four years to move forward substantially or revert to the RE1, which, again, is one acre per unit. Planning commission did recommend disapproval by a vote of three to three, which a tie is considered a loss in in the way this works. They cited that this is not adjacent to existing development and that it should wait for further development of the area prior to annexing and developing the property. Mr. Tanner Kalebaugh of the Land Planning Group in Tavares is here tonight to answer any questions you may have. **Commissioner Reisman** asked if this had come before them months earlier. **PZD Miller** replied, it did come before you about a year ago and at that time it had town houses and some light commercial. It has been revised to straight single family only. **Commissioner Burry** asked if it was like 70 units or something. **PZD Miller** replied he forgets the exact number, but it was at least double.

Mayor Berry asked if the petitioner would like to speak.

Tanner Kalebaugh with LPG. Good evening. As Dan stated this is the second time this project has come before you and the planning and zoning board. It was pulled because there were rightly some issues with was being proposed. It was not in character with what this board has approved in the past, so what we have done is brought it back as a PUD that way we can match exactly what is already approved in the area. We are the same in terms of lot size and in density. In addition to that, our use is so few in terms of traffic count, believe it is less than 100 trips a day or 100 peak hour trips, which is considered De minimis, essentially meaning that it is so small compared to what is already approved in the area. **Commissioner Reisman** asked if this will be an HOA. **Mr. Kalebaugh** replied, probably, but at this time they are not one hundred percent sure.

Mayor Berry asked if there were any public comments.

The following public participants stated concerns regarding usable acres, not compatible with putting smack in the middle of two 10-acre lots, cattle, a shooting range almost on the border, and privacy.

James Matthew Rail - 6429 Dewey Robbins Road    Lori Brown - 6217 Dewey Robbins Road

Mayor Berry asked if there were any further commission comments. There were none.

Mayor Berry, again, stated this will come back to the commission on March 23rd.

**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 9.26 +/- acres from Lake County Rural to City of Leesburg Estate Residential, for a property generally located north of Dewey Robbins Road and east of U.S. Highway 27, lying in Section 31, Township 20 South, Range 25 East, Lake County, Florida; and providing an effective date. (Cronin-Dewey Robbins Residential SSCP)**

6. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 9.26 +/- acres from Lake County A (Agriculture) to City of Leesburg SPUD (Small Planned Unit Development) to allow for single-family residential uses for a property generally located north of Dewey Robbins Road and east of U.S. Highway 27, lying in Section 31, Township 20 South, Range 25 East, Lake County, Florida; and providing an effective date. (Cronin-Dewey Robbins Residential SPUD)**

**C. NON-ROUTINE ITEMS:**

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 gave a brief update on the shuffleboard lawsuit. The amended complaint was filed by the shuffleboard club and there was not much change other than they converted their argument from a written lease agreement to an oral lease agreement. We have taken essentially the same defensive stance, arguing that this was already dismissed for their failing to attach a lease agreement and that they have violated the statute of frauds by arguing for an oral lease that has existed for 50 years or something like that when one-year leases have to be in writing. At that time, when this would have been formed, as they allege, it would also have required two subscribing witnesses on the written lease agreement. So, essentially, our argument is the same as it was last time but adding you cannot have an oral lease because it violates Florida Statute. We are going to get that hearing scheduled as quickly as we can. He just filed that this afternoon. We do not have a hearing date yet, but as soon as we get that, he will let everybody know. The other thing, he added, is kind of an alternative argument. If the judge does not want to dismiss it, at least make them allege facts about what the contract is they claim existed so that we know what those terms are, and we can respond to those terms. Hopefully the response will be dismissal. If not, then he would hope the judge would require them to at least make some allegations about what this lease agreement was so that we would be able to respond to it. He asked if the Commission had any questions. Of course, he is welcome to a call anytime or shoot him an email or anything like that. **Commissioner Burry** asked if we did a search on lease agreements with them and found nothing in our records. **CA Watson** answered, Yes, the city has searched its records and found no record of any lease agreement whatsoever. But as far as the complaint goes, we have to accept their allegations as being true. So,

whether they are true or not at the initial stage is not something we can necessarily attack. Once we get past the initial stage, we can get into the truth of things and beyond the technical pleading rules.

**9. CITY MANAGER ITEMS:**

CM Minner had nothing further to discuss this evening.

**10. ROLL CALL:**

**Commissioner Connell** had nothing.

**Commissioner Burry** had nothing further.

**Commissioner Pederson** had no comment.

**Commissioner Reisman** gave a thank you to our Special Events division for the great events they put on over the weekend from the home run flicks at Pat Thomas and the Red White Blues BBQ downtown.

Also, a couple of things to have on your calendars. Thursday, the 26th, is the Chamber Breakfast, and Saturday, the 28th, is one of the Leesburg in Bloom initiatives that is partnering to bring back the pollinator garden to the Library. There will be a time for volunteerism and planting of plants. Then on March 7th there is the Black Heritage parade downtown, and that evening, he hopes everyone can make it to the Boys and Girls Gala.

**Mayor Berry** said she attended the Saturday event, the Blues and B-B-Q. It was a nice event, well attended, and she looks forward to doing it again next year. She also reminded everyone of the Black Heritage Gala on Friday, February 27th, at the Venetian Center starting at 7:00 p.m. She thanked everyone for another good meeting.

**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 Reisman and a second by Commissioner Pederson, the meeting adjourned at 7:01 p.m.

# City of Leesburg Lake Front City

## Agenda Memorandum

**Item No:** 5.B.1.

**Meeting Date:** March 9, 2026

**From:** Cliff Kelsey, (Public Works Director)

**Subject:** Purchase request by the Public Works Fleet Department for the purchase of two (2) new 2026 GMC Sierra 2500 4WD Crew Cab Pro Vehicles from **Carl Black of Orlando, LLC** for the total purchase cost of \$127,099.88.

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### **Staff Recommendation:**

Staff recommends approval of this purchase to Carl Black of Orlando, LLC for the amount of \$127,099.88.

### **Analysis:**

This purchase allows the Fleet department the ability to replace two of the Electric Department's aging trucks. This purchase will replace a 2012 truck (Unit 404) and a 2004 truck (Unit 4022). This purchase is necessary to support ongoing operations and ensure reliable transportation for the Electric Department. The new trucks will enhance operational efficiency and reduce maintenance costs for 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 25-VEL33.0). A formal quote was obtained from Carl Black of Orlando, LLC. 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:**

These two trucks were not included in the current Fleet Capital budget for replacement. Due to several maintenance issues with these aging trucks, these two Electric vehicles need to be replaced this year. A budget adjustment has been processed using available Fleet Replacement funds and add this purchase to the current budget.

Account No. 510-5199-519-6413

Project No. FLEET

WF No.	WF1704009/1 & WF1704011/1
Requisition	58308
Budget	\$127,600.00
Available	\$127,600.00



# CARL BLACK ORLANDO

 GMC BUSINESS ELITE

(407) 249-5108 | CARLBLACK.COM/COMMERCIAL | 11500 E. COLONIAL DR. ORLANDO, FL 32817

### ACCOUNT MANAGER INFORMATION

**Account Manager:** Edgar Massoni  
**Contact Info:** 305-781-3661 | emassoni@carlblack.com

### VEHICLE DETAILS

**Item #:** 222  
**Zone:** CENTRAL  
**Model Year:** 2026  
**Make:** GMC  
**Model:** TK20943

### CLIENT INFORMATION

**Contract:** FSA25-VEL33.0: Pursuit, Administrative, and Other Vehicles  
**Agency:** City of Leesburg  
**Name:** Lincoln Penton  
**Address:** 501 West Meadow Street, Leesburg, FL 34748  
**Email:** [lincoln.penton@leesburgflorida.gov](mailto:lincoln.penton@leesburgflorida.gov)  
**Phone:** 352-932-3759

**SIERRA 2500 CREW CAB 4WD  
8FT SERVICE BODY**

**Quote Date:** 2/12/2026

Base Price	\$49,141.00
TK20943 Model Upgrade - Long Bed 56" CA	\$200.00
5N5 Rear Camera Kit	\$71.91
KI4 Power outlet, instrument panel, 120-volt	\$147.75
NZZ Skid Plates	\$147.75
PCI Convenience Package	\$625.48
PYQ Wheels, 17" (43.2 cm) machined aluminum	\$344.75
QXT Tires, LT265/70R17E all-terrain, blackwall	\$197.00
ZXT Spare Tire	\$374.30
Upfit- 8FT Royal XP Service Body	\$12,300.00

Price Per Unit \$63,549.94

Quantity 2

**Total Price \$127,099.88**

STOCK UNITS - 2 WEEK UPFIT LEAD TIME

*"Let us go to work for you, while allowing you to continue your work."*

<b>Customer Signature</b>	<b>Date</b>	<b>Account Manager Signature</b>	<b>Date</b>
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# 2026 SIERRA 2500 4WD CREW CAB PRO

**EXTERIOR: SUMMIT WHITE**  
**INTERIOR: JET BLACK**

**ENGINE: 6.6L V8, GASOLINE**  
**TRANS: 10-SPEED AUTO**

Visit us at [www.gmc.com](http://www.gmc.com)

## STANDARD EQUIPMENT

ITEMS FEATURED BELOW ARE INCLUDED AT NO EXTRA CHARGE IN THE STANDARD VEHICLE PRICE SHOWN

### OWNER BENEFITS

- 3 YEAR / 36,000 MILE\* BUMPER-TO-BUMPER LIMITED WARRANTY
- 5 YEAR / 60,000 MILE\* POWERTRAIN LIMITED WARRANTY, ROADSIDE ASSISTANCE & COURTESY TRANSPORTATION
- FIRST MAINTENANCE VISIT \*WHICHEVER COMES FIRST \*SEE GMC.COM OR DEALER FOR TERMS, DETAILS & LIMITS

### SAFETY & SECURITY

- FORWARD COLLISION ALERT
- FOLLOWING DISTANCE INDICATOR
- FRONT PEDESTRIAN BRAKING
- INTELLIBEAM
- LANE DEPARTURE WARNING
- BUCKLE TO DRIVE

- AUTOMATIC EMERGENCY BRAKING
- TEEN DRIVER MODE

### PERFORMANCE & MECHANICAL

- CRUISE CONTROL
- AUTO LOCKING REAR DIFF
- 2SPD ELECTRONIC TRANSFER CASE
- 170 AMP ALTERNATOR
- HEAVY-DUTY AIR CLEANER
- INDEPENDENT FRONT SUSPENSION
- MULTI-LEAF REAR SPRING SUSP
- STABILITRAK W/ TRAILER SWAY CONTROL & HILL START ASSIST
- TIRE PRESSURE MONITORING WITH TIRE FILL ALERT
- BRAKE PAD MONITORING
- TRAILER BRAKE CONTROLLER

### CONNECTIVITY & TECHNOLOGY

- GMC INFOTAINMENT SYSTEM 7" DIAG. COLOR TOUCHSCREEN
- ADDITIONAL FEATURES FOR COMPATIBLE PHONES INCLUDE: BLUETOOTH AUDIO STREAMING,

- WIRELESS APPLE CARPLAY AND ANDROID AUTO CAPABLE
- 8 YEARS ONSTAR BASICS SEE ONSTAR.COM FOR TERMS
- REAR SEAT REMINDER

### INTERIOR

- AIR CONDITIONING
- REAR HVAC VENTS
- POWER WINDOWS
- POWER DOOR LOCKS
- FRONT 40/20/40 BENCH SEATS WITH CENTER ARMREST STORAGE
- 60/40 REAR FOLDING BENCH SEAT
- RUBBERIZED-VINYL FLOOR COVERING

### EXTERIOR

- FRONT RECOVERY HOOKS
- HEADLAMPS, ANIMATED LED PROJECTORS

MANUFACTURER'S SUGGESTED RETAIL PRICE

**STANDARD VEHICLE PRICE \$53,400.00**

## OPTIONS & PRICING

OPTIONS INSTALLED BY THE MANUFACTURER (MAY REPLACE STANDARD EQUIPMENT SHOWN)

CONVENIENCE PACKAGE	635.00
• TINTED GLASS	
• REAR-WINDOW DEFOGGER	
• TRAILERING MIRRORS, OUTSIDE POWER ADJUSTABLE	
SPARE TIRE	380.00
17" MACHINED ALUM WHEELS	350.00
ALL TERRAIN TIRES	200.00
120 VOLT POWER OUTLET	150.00
IN INSTRUMENT PANEL & CARGO BED	
SKID PLATES	150.00
REAR CAMERA KIT	73.00
***INCOMPLETE VEHICLE***	.00
LABEL FOR GM CONTENT ONLY-SEE DEALER ABOUT NON GM CONTENT	
PICKUP BOX DELETE:	-1,155.00
DELETES PICKUP BOX, REAR VISION CAMERA AND OTHER	

STANDARD EQUIPMENT	
LOWERED GVWR, 10,000LBS(4536KG)	INC.
REAR AXLE - 3.73 RATIO	INC.
BACK-UP ALARM CALIBRATION	INC.

TOTAL OPTIONS	\$783.00
TOTAL VEHICLE & OPTIONS	\$54,183.00
DESTINATION CHARGE	2,595.00

**TOTAL VEHICLE PRICE\* \$56,778.00**

## EPA DOT Fuel Economy and Environment

NOT APPLICABLE TO THIS VEHICLE

**fueleconomy.gov**

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ORDER NO FMXR85 SALES CODE C  
SALES MODEL CODE TK20943  
DEALER NO 60121  
FINAL ASSEMBLY:  
FLINT, MI U.S.A.

VIN 1GD1ULE72TF175881

REISSUE

DEALER TO WHOM DELIVERED  
**ROYAL TRUCK BODY - FL**  
15335 PARK OF COMMERCE BLVD. BUILDIN  
JUPITER, FL 33478



This label has been applied pursuant to Federal law - Do not remove prior to delivery to the ultimate purchaser. \*Includes Manufacturer's Recommended Pre-Delivery Service. Does not include dealer installed options and accessories not listed above, local taxes or license fees.

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**ROYAL  
TRUCK BODY**

**ITU Jupiter**  
**15335 Park of Commerce Blvd.**  
**Jupiter FL 33478**  
**Phone: (574) 850-9380**

**Quote ID:** JQ10387 **Rev:** 0  
**Quote Date:** 2/11/2026

**Quote Valid Until:** 2/26/2026  
**Payment Terms:** 0/30N30

**Salesperson:** Robert Lessey

**Sold To:**

Carl Black Chevrolet  
 11500 East Colonial Drive  
 Orlando FL 32817

**Contact:** Kip Kelly

**Phone:** (888) 502-0763

**Email:** kkelly@carlblack.com

**Deliver To:**

Carl Black Chevrolet  
 11500 East Colonial Drive

Orlando, FL 32817

Make	Model	Year	VIN
Chevrolet	2500	2025	1GB2KLEY4SF234696
Cab Type	Wheel Base	Cab to Axle	Factory Order Number
Extended	158	56	

Quantity	PartNumber	Description	Unit Price	Amount
1	Title	<b>SERVICE BODY</b>	\$12,300.00	<b>\$12,300.00</b>
		SERVICE BODY		
1 EA	<b>ROY 40VO98XPIML</b>	<b>8' L X 40" H SRW FLIP-TOP IML XP SRV BDY</b>		
		8'L, 40"H ROYAL BODY FOR 56" CA, SINGLE REAR WHEEL CHASSIS w/ FLIP-TOP LIDS, HUCK® BOBTAIL FASTENING SYSTEM & INTERNAL MASTER LOCK 98" SYSTEM FEATURING A TWIST HANDLE THAT CAN BE LOCKED WITH CUSTOMER SUPPLIED PADLOCK ENABLING ADDITIONAL SECURITY, ROYAL'S 5-POINT SECURITY HARDWARE w/ CONCEALED HINGES, ALUMINUM LID COVERS, 8" RECESSED ROYAL BUMPER, LED LIGHT PKG, REMOVABLE STORAGE BINS IN FLIP-TOP COMPARTMENTS, 4 TIE DOWNS IN BED AREA AND WEIGHT CERT. PAINTED WHITE.		
1 EA	<b>ROY H-2PF</b>	<b>Class IV Receiver Hitch, 18,000 lbs.</b>		
		Class IV Receiver Hitch, 18,000 lbs.		
1 EA	<b>ROY H-4</b>	<b>7/4 Flat Trailer Connector</b>		
		7/4 Flat Trailer Connector		
1 EA	<b>JUPITER CAMERA INSTALL</b>	<b>JUITER CAMERA INSTALL</b>		
		OEM CAMERA INSTALL ***NOT FOR CHASSIS 360 DEGREE CAMERA OPTION**** ***CHASSIS MUST BE EQUIPPED WITH FACTORY REAR VIEW CAMERA PROVISIONS***		
1 EA	<b>PARTS INBOUND FREIGHT</b>	<b>PARTS INBOUND FREIGHT</b>		
1 HR	<b>ITU SHOP LABOR</b>	<b>ITU SHOP LABOR</b>		



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TRUCK BODY**

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Quote ID: JQ10387 Rev: 0  
 Quote Date: 2/11/2026

Quote Valid Until: 2/26/2026  
 Payment Terms: 0/30N30

Salesperson: Robert Lessey

Quantity	PartNumber	Description	Unit Price	Amount
1 EA	PRICE NOTE	***NOTE***		
***Due to current market conditions, pricing is subject to change throughout the order process!***				

<b>Sub Total:</b>	<b>\$12,300.00</b>
<b>Tax:</b>	<b>\$0.00</b>
<b>Total:</b>	<b>\$12,300.00</b>

**Note:**

**Customer must fill out the information below before the order can be processed:**

Accepted by:	
Signature:	
Company:	
Date:	
P.O. Number:	
VIN / Factory Order Number:	

THE INDEPENDENT TRUCK UPFITTERS ("ITU") TERMS AND CONDITIONS OF SALE, ACCESSIBLE AT [HTTP://ITUINC.COM/TERMS](http://ITUINC.COM/TERMS), ARE AN INTEGRAL PART OF THIS AGREEMENT AND ARE HEREBY INCORPORATED BY REFERENCE. ITU'S WILLINGNESS TO SELL TO BUYER IS EXPRESSLY CONDITIONED ON BUYER'S ASSENT TO, AND WILLINGNESS TO BE BOUND BY, ITU'S TERMS AND CONDITIONS OF SALE.

By signing this quote you agree to pay the total quoted amount in full before receipt of the quoted items.  
 All prices are valid for 30 days from the time of the quote date.  
 Freight for product from the manufacturer to mounting stations is calculated at standard rates. Freight surcharges may apply.  
 Restocking charges may apply to cancelled orders. Rate will be based on the status of the order at the time of cancellation.  
 Quoted prices are valid only if total units quoted are ordered.  
 No additional discounts or rebates apply to the quoted prices.  
 3% service charge will be applied if paid by card.  
 Quoted prices do not include any applicable taxes or FET unless stated.

# City of Leesburg Lake Front City

## Agenda Memorandum

**Item No:** 5.B.2.

**Meeting Date:** March 9, 2026

**From:** Travis Rima, (Recreation Director)

**Subject:** Purchase request by the Recreation Department for the purchase of one (1) scoreboard from **Varsity Scoreboards** for the total purchase cost of \$128,627.00.

---

### **Staff Recommendation:**

Staff recommends approval of this purchase of a video board for the Susan Street Sports Complex project for the total purchase cost of \$128,627.00.

### **Analysis:**

This purchase is for the Susan Street Complex renovation project. This video board will be placed at the new Championship field. The City did receive a donation from a private donor for this purchase.

### **Procurement Analysis:**

A formal quotation was obtained from Varsity Scoreboards in accordance with the terms of this agreement. The City intends to utilize a piggyback procurement method through an existing, competitively awarded General Services Administration (GSA) Contract No. 47QSMS25D0009V. This procurement approach complies with all applicable purchasing policies and guidelines while ensuring competitive pricing and best value for the City.

### **Options:**

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

### **Fiscal Impact:**

At the 10/27/2025 City Commission meeting a sponsorship agreement was approved. A private donor contributed funds for this purchase. A budget adjustment was processed to add these funds to the current budget.

Account No.	031-8125-572-6410
Project No.	310081
WF No.	WF1471073/4
Requisition	58085

Budget	\$150,000.00
Available	\$150,000.00

**BILL TO:**

Travis Rima  
travis.rima@leesburgflorida.gov  
(352) 728-9885  
**City of Leesburg**  
1851 Griffin Road Leesburg, FL 34748

**SHIP TO:**

|  
|

**DETAILS**

**Quote Number:** 32326771053  
**Prepared By:** Jacey Dawson  
**PO Number:**  
**Created On:** December 10, 2025

PART #	DESCRIPTION	QTY.	LIST PRICE (\$)	EXTENDED PRICE (\$)
	<b>32' x 4' FOOTBALL SCOREBOARD</b>			
	<ul style="list-style-type: none"> <li>• 26", 20", and 15" LED digits with Protective Shields</li> <li>• Home/Guest Score, To Go, and Ball On up to 99</li> <li>• Clock counts down from 99:59</li> </ul>			
7467-22	<ul style="list-style-type: none"> <li>• Galvanized steel cabinet with powder coat finish</li> <li>• Outdoor Horn</li> <li>• Wireless remote control with high gain antenna</li> <li>• 5 - Year Limited Warranty</li> <li>• Pairs with Varsity video display</li> </ul>	1	\$17,995.00	\$17,995.00
	<b>21'W x 10'H OUTDOOR VIDEO DISPLAY WITH 5.5' SIDE PANELS (Total 32' wide)</b>			
9952-22	<ul style="list-style-type: none"> <li>• 10mm LED pixel pitch for high-definition images</li> <li>• Weatherproof design with an IP rating: IP65/IP54 (Front/Rear)</li> <li>• Video display dimensions: 21' wide x 9'5.4" high</li> <li>• Side Panel Dimensions: (2) 5'6" wide x 9'5.4" high</li> </ul>	1	\$104,290.00	\$104,290.00
	<b>Video Display Operators' Kit - Standard - Outdoor</b>			
VONO	<ul style="list-style-type: none"> <li>• Laptop Computer with preloaded software</li> <li>• Video Streaming and Production Software</li> <li>• Video Multimedia Player/Controller with Weatherproof Enclosure</li> <li>• Wireless HD Camera w/tripod and carry case</li> <li>• Dual Band Wi-Fi Router</li> <li>• Audio Interface for connection to in-house sound system</li> <li>• Video Content library including a full suite of graphics and animations</li> <li>• Carry Bag</li> </ul>	1	\$3,240.00	\$3,240.00
SPV32X31-OD	<b>32'x31" Identification / Sponsor Panel for Outdoor Video Displays</b>	1	\$2,195.00	\$2,195.00
SP32X31-OD	<b>32' School Identification / Sponsor Panel for Outdoor Scoreboards</b>	1	\$1,640.00	\$1,640.00

PART #	DESCRIPTION	QTY.	LIST PRICE (\$)	EXTENDED PRICE (\$)
ETNOD10-6	10" Electronic Team Names - Outdoor 6-Characters	1	\$2,195.00	\$2,195.00
WHITE	White Digit Upgrade	1	\$495.00	\$495.00

**Subtotal:** \$132,050.00  
**GSA Discount :** - \$7,923.00  
**Shipping & Handling:** \$4,500.00  
  
**Quote Total:** \$128,627.00

### NOTES

GSA Contract #: 47QSMS25D009V

**\*\*STATE SALES TAX EXEMPTION CERTIFICATE REQUIRED TO AVOID SALES TAX CHARGES\*\***

**Will need to be installed on qty4 W12X45**

Installation is not include in this price

*Quote valid for 30 days. Installation and electrical work not included. Visa, Mastercard, American Express, personal checks, and ACH Check Forms accepted for your convenience.*

**Please review these graphics carefully. Changes requested after acceptance of this quote may result in additional charges. Colors are for proofing only and may vary on different printers, monitors, and finished products.**

# MODEL- 7466-22



Illustrations are for reference ONLY. Installation and structure are not included. Refer to installation instructions for accurate column quantity and spacing.

## MODEL 9952

### VIDEO COMPONENTS

- High resolution 10mm display
- Full suite of graphics and animations
- Video display dimensions 21' x 9'5.4"
- 5-Year warranty
- Easiest operating system in the industry
- Free 24/7 lifetime tech/training support

### OPTIONS

- Pairs with all 32' Scoreboards
- School ID/Sponsor Panels
- Use your display as a virtual scoreboard
- Decorative Truss

Logo creation fee may apply. If you have any questions concerning this quotation or if there is anything else I can do for you, please give me a call. Thank you for the opportunity to quote on your project.

Sincerely,

JACEY DAWSON, Sales Associate

[jacey.dawson@varsityscoreboards.com](mailto:jacey.dawson@varsityscoreboards.com)

TEL: 800.323.7745x104



# City of Leesburg Lake Front City

## Agenda Memorandum

**Item No:** 5.B.3.

**Meeting Date:** March 9, 2026

**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 Services Agreement with Built Rite Refuse Equipment, LLC for the delivery of Open Top Roll-Off Metal containers to support the City's Solid Waste Department; and providing an effective date.

---

### **Staff Recommendation:**

Staff recommends approval of the resolution authorizing the execution of the Services Agreement with Built Rite Refuse Equipment, LLC.

### **Analysis:**

The City is in need of Open Top Roll-Off Metal Containers for the City Solid Waste Department on an as-needed when-needed basis. These items will allow the City to maintain uninterrupted service for its customers.

### **Procurement Analysis:**

On January 22, 2026, the Procurement Division opened and publicly read aloud submittals for Invitation for Bid (IFB) No. 26-007-HG, Purchase of Open Top Roll-Off Containers. Procurement reviewed submittals for responsiveness. Public Works staff reviewed the submittals for conformance to the requirements of this solicitation and determined Built Rite Refuse Equipment, LLC as the lowest, responsible, and qualified bidder. The unit costs listed below will apply to all future purchases of the requested Services.

**VENDOR/SUPPLIER UNIT PRICES**

BASE BID					
ITEM #	DESCRIPTION	QT Y	UOM	UNIT PRICE	EXTENDED PRICE
1	10 Cubic Yard Open Top Roll-Off Container	8	EA	\$ 2785 <sup>00</sup>	\$ 22,280 <sup>00</sup>
2	20 Cubic Yard Open Top Roll-Off Container	8	EA	\$ 3770 <sup>00</sup>	\$ 30,160 <sup>00</sup>
3	30 Cubic Yard Open Top Roll-Off Container	8	EA	\$ 4335 <sup>00</sup>	\$ 34,680 <sup>00</sup>
4	40 Cubic Yard Open Top Roll-Off Container	8	EA	\$ 5100 <sup>00</sup>	\$ 40,800 <sup>00</sup>
Sales Tax					N/A - Tax Exempt
Shipping & Handling					Included in price
<b>BASE BID GRAND TOTAL</b>					<b>\$ 127,920<sup>00</sup></b>
REQUIRED					
1	Deliver By	ESTIMATED LEAD TIME FOR ORDER TO BE FILLED <u>25</u> # of Days (In Calendar Days)			

\*The table above was submitted by Built Rite Refuse Equipment, LLC- this table is for reference of Unit Price **ONLY**. The department will only purchase containers based on available budget.

**Options:**

1. Approve the resolution authorizing execution of the Services Agreement with Built Rite Equipment, LLC; or
2. Such alternative action as the Commission may deem appropriate.

**Fiscal Impact:**

The current Solid Waste budget includes \$20,000.00 for replacement of roll-off containers.

Account No.	046-5144-534-5210
Requisition	<u>57972</u>
Budget	\$20,000.00
Available	\$20,000.00

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A SERVICES AGREEMENT WITH BUILT RITE REFUSE EQUIPMENT, LLC FOR THE DELIVERY OF OPEN TOP ROLL-OFF METAL CONTAINERS TO SUPPORT THE CITY'S SOLID WASTE DEPARTMENT; 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 Built Rite Equipment, LLC, whose address is 3545 NW 51st Street, Miami, Florida 33142, for delivery of Open Top Roll-Off Metal Containers (IFB 26-007-HG).

**THAT** this resolution shall become effective immediately.

**PASSED AND ADOPTED** by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 9th day of March 2026.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

CONTRACT  
Contract No. 26007  
PURCHASE OF TOP ROLL OFF CONTAINERS

**THIS AGREEMENT** is made as of the 9<sup>th</sup> day of March in the year 2026, 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 Built Rite Refuse Equipment, LLC whose address is 3545 NW 51<sup>st</sup> Street, Miami, FL 33142 (hereinafter referred to as the "VENDOR/SUPPLIER").

**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) 26-007-HG, Purchase of Open Top Roll Off Containers in its entirety; and
- c. All addendums; and
- d. VENDOR/SUPPLIER'S response to IFB 26-007-HG; and
- e. Exhibit 'A' – VENDOR/SUPPLIER Unit Prices

2. **Scope of Services.** The VENDOR/SUPPLIER shall furnish the following services, equipment, and materials generally described as the "**Roll-Off Metal Containers**" to the CITY as listed in Invitation for Bid (IFB) 26-007-HG. The unit costs for Services are listed in Exhibit 'A' – Schedule of Items. Nothing herein shall limit the CITY'S right to obtain bids or proposals for services from other vendor/suppliers for same or similar work.

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

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

5. **Term of Agreement.** The Initial Term of the Agreement will be through March 9, 2027.

a. **Option to Renew.** The CITY may renew the Agreement for an additional one (1) term ("Renewal Terms"), not to exceed a total of three (3) additional years if mutually agreed upon by the VENDOR/SUPPLIER and the CITY.

6. **Firm Fixed Price Period.** All Pricing will be firm and fixed during the Initial Term of the Agreement. For any Renewal Terms, the VENDOR/SUPPLIER may request a price adjustment as provided for in the Cost Adjustments section.

7. **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 VENDOR/SUPPLIER 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.

8. **Termination for Convenience or Cause.**

a. **For Convenience.** The CITY may terminate this Agreement at any time without cause by providing the VENDOR/SUPPLIER 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 VENDOR/SUPPLIER 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 VENDOR/SUPPLIER shall be paid for services satisfactorily completed, less payment or compensation previously made. The VENDOR/SUPPLIER shall not incur any additional expenses after receiving the written notice of termination.

b. **For Cause or Default.** If, through any cause, the VENDOR/SUPPLIER should fail to fulfill in a timely and proper manner its obligations under this Agreement, other than for the instances listed below due to "Force Majeure," the CITY will have the right to terminate this Agreement by providing a written notice (Show Cause Notice) to the VENDOR/SUPPLIER 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 VENDOR/SUPPLIER's response. Should the VENDOR/SUPPLIER fail to respond to such show cause notice, or if the CITY determines that the reasons provided by the VENDOR/SUPPLIER for failure of the VENDOR/SUPPLIER 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 VENDOR/SUPPLIER 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 VENDOR/SUPPLIER shall, at the option of the CITY, become CITY property, and the VENDOR/SUPPLIER shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding this compensation, the VENDOR/SUPPLIER 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 VENDOR/SUPPLIER 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 VENDOR/SUPPLIER, the CITY may procure the services from other sources and hold the VENDOR/SUPPLIER 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 VENDOR/SUPPLIER without expense to the CITY.

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

Upon the VENDOR/SUPPLIER filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the VENDOR/SUPPLIER, the CITY may immediately terminate, for cause, this Agreement and all other existing agreements the VENDOR/SUPPLIER has with the CITY, and debar the VENDOR/SUPPLIER 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 VENDOR/SUPPLIER 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 VENDOR/SUPPLIER in performing this contract, whether completed or in process.

9. **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.

10. **Insurance Requirements.**

a. Scope of Insurance - The VENDOR/SUPPLIER 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 VENDOR/SUPPLIER 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 VENDOR/SUPPLIER. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the VENDOR/SUPPLIER's interests or liabilities, but are merely required minimums.
- iv The provisions of the required insurance are subject to the approval of the City's Risk Manager, and upon request, the VENDOR/SUPPLIER shall make available certified copies of the various policies for inspection.
- v All liability insurance, except professional liability, shall be written on an occurrence basis.
- vi The VENDOR/SUPPLIER waives its right of recovery against the CITY to the extent permitted by its insurance policies.
- vii Insurance required of the VENDOR/SUPPLIER, or any other insurance of the VENDOR/SUPPLIER 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 VENDOR/SUPPLIER 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 VENDOR/SUPPLIER'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 VENDOR/SUPPLIER, 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 VENDOR/SUPPLIER's liability coverage(s).

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

12. **Waiver of Lien.** The VENDOR/SUPPLIER agrees to make payment of all proper charges for labor and materials supplied and VENDOR/SUPPLIER shall hold harmless the CITY against any claim arising out of any unpaid bills for labor, services, or materials furnished for the project covered by this Agreement.

13. **Indemnification.** The VENDOR/SUPPLIER agrees to make payment of all proper charges for labor required in the aforementioned work and VENDOR/SUPPLIER 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 VENDOR/SUPPLIER under this Agreement; or the negligence of the VENDOR/SUPPLIER in the performance of its duties under this Agreement, or any act or omission on the part of the VENDOR/SUPPLIER, his agents, employees, or servants. VENDOR/SUPPLIER 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 VENDOR/SUPPLIER'S duties under this Agreement, or through the negligence of the VENDOR/SUPPLIER in the performance of its duties under this Agreement, or through any act or omission on the part of the VENDOR/SUPPLIER, 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 VENDOR/SUPPLIER 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 VENDOR/SUPPLIER and persons employed or utilized by the VENDOR/SUPPLIER in the performance of this Agreement. The liability of the VENDOR/SUPPLIER shall, however, be limited to one million and 00/100 dollars (\$1,000,000.00) per occurrence, and the obligation of the VENDOR/SUPPLIER to indemnify the CITY shall be limited to acts, omissions, or defaults of the VENDOR/SUPPLIER; any vendor/suppliers, 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 VENDOR/SUPPLIER 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 VENDOR/SUPPLIER, or any

vendor/suppliers, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services, or materials in connection with this Agreement.

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

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

16. **Public Records Retention.** VENDOR/SUPPLIER 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 VENDOR/SUPPLIER herein. VENDOR/SUPPLIER 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. VENDOR/SUPPLIER 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. VENDOR/SUPPLIER shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the VENDOR/SUPPLIER 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 VENDOR/SUPPLIER in a format that is compatible with the information technology systems of the CITY.

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

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

18. **Contingent Fees Prohibited.** The VENDOR/SUPPLIER warrants that he or she has not employed or retained any company or person, other than a bona fide employee working

solely for the VENDOR/SUPPLIER, 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 VENDOR/SUPPLIER any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the CITY shall have the right to terminate this Agreement without further liability and at its discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration paid in breach of this Agreement.

19. **Acceptance of Goods or Services.** The goods delivered as a result of an award from this solicitation shall remain the property of the VENDOR/SUPPLIER, 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 VENDOR/SUPPLIER, to include return of any non-compliant goods to the VENDOR/SUPPLIER at the VENDOR/SUPPLIER's expense, requiring the VENDOR/SUPPLIER to either provide a direct replacement for the item, or a full credit for the returned item. The VENDOR/SUPPLIER 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 vendor/supplier. 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 VENDOR/SUPPLIER by the CITY for any contract or financial obligation.

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

20. **Ownership of Documents.** All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and other documents, instruments, information and material prepared or accumulated by the VENDOR/SUPPLIER (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 VENDOR/SUPPLIER 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 VENDOR/SUPPLIER.

21. **Independent Contractor.** The VENDOR/SUPPLIER 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 VENDOR/SUPPLIER. VENDOR/SUPPLIER 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 VENDOR/SUPPLIER shall be solely and primarily responsible for his and her acts during the performance of this Agreement.

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

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

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

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

If to VENDOR/SUPPLIER: Built Rite Refuse Equipment, LLC  
Robert Saroza, President  
3545 NW 51 Street  
Miami, Florida 33142  
786-817-2978  
[nmarin@builtriterefuse.com](mailto:nmarin@builtriterefuse.com)

If to the City of Leesburg City of Leesburg  
Hosea Goodwyn, Procurement Manager  
501 West Meadow Street  
Leesburg, Florida 34748  
352-728-9880  
[hosea.goodwyn@leesburgflorida.gov](mailto:hosea.goodwyn@leesburgflorida.gov)

26. **Approval of Personnel.** The CITY reserves the right to approve the contact person and the persons actually performing the services on behalf of VENDOR/SUPPLIER 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 VENDOR/SUPPLIER pursuant to this Agreement, CITY may require VENDOR/SUPPLIER assign a different person or persons be designated to be the contact person or to perform the VENDOR/SUPPLIER services hereunder.

27. **Disclosure of Conflict.** The VENDOR/SUPPLIER 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 VENDOR/SUPPLIER and his duties under this Agreement.

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

29. **Risk of Loss.** The VENDOR/SUPPLIER assumes the risk of loss of damage to the CITY's property during possession of such property by the VENDOR/SUPPLIER, and until delivery to, and acceptance of, that property to the CITY. The VENDOR/SUPPLIER 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/SUPPLIER or a third party.

The VENDOR/SUPPLIER 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 VENDOR/SUPPLIER shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the CITY when applicable, and shall pay all costs and judgments which may issue thereon.

30. **Employment Eligibility.** Effective 12:01 AM EST January 1, 2021, the VENDOR/SUPPLIER becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, the subcontract must be

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

31. **Illegal Alien Labor** - VENDOR/SUPPLIER 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. VENDOR/SUPPLIER 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 VENDOR/SUPPLIER that the subcontractor is following the terms stated within. The VENDOR/SUPPLIER nor any subcontractor employed by him shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. VENDOR/SUPPLIER 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 VENDOR/SUPPLIER. Failure to meet this requirement may result in termination of the Agreement by the CITY.

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

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

*[Signature page follows.]*

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

**BUILT RITE REFUSE EQUIPMENT, LLC**

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Its: \_\_\_\_\_

(Title)

**CITY OF LEESBURG, FLORIDA**

\_\_\_\_\_  
Allyson Berry, Mayor

ATTEST:

\_\_\_\_\_  
J. Andi Purvis, City Clerk

Approved as to form:

\_\_\_\_\_  
William Watson, City Attorney

**Exhibit 'A'**

**VENDOR/SUPPLIER UNIT PRICES**

BASE BID					
ITEM #	DESCRIPTION	QT Y	UOM	UNIT PRICE	EXTENDED PRICE
1	10 Cubic Yard Open Top Roll-Off Container	8	EA	\$ 2785 <sup>00</sup>	\$ 22,280 <sup>00</sup>
2	20 Cubic Yard Open Top Roll-Off Container	8	EA	\$ 3770 <sup>00</sup>	\$ 30,160 <sup>00</sup>
3	30 Cubic Yard Open Top Roll-Off Container	8	EA	\$ 4335 <sup>00</sup>	\$ 34,680 <sup>00</sup>
4	40 Cubic Yard Open Top Roll-Off Container	8	EA	\$ 5100 <sup>00</sup>	\$ 40,800 <sup>00</sup>
Sales Tax					N/A - Tax Exempt
Shipping & Handling					Included in price
<b>BASE BID GRAND TOTAL</b>					<b>\$ 127,920<sup>00</sup></b>
REQUIRED					
1	Deliver By	ESTIMATED LEAD TIME FOR ORDER TO BE FILLED			<u>25</u> # of Days (In Calendar Days)

# City of Leesburg Lake Front City

## Agenda Memorandum

**Item No:** 5.B.4.

**Meeting Date:** March 9, 2026

**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 Disposal Services Agreement with Reworld Lake II, Inc. for the disposal of the City's solid waste; and providing an effective date.

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### **Staff Recommendation:**

Staff recommends approval of the resolution authorizing execution of the Disposal Services Agreement with Reworld Lake II, Inc.

### **Analysis:**

Efficient collection and disposal of solid waste remains a top priority for the Public Works Department. However, the use of aging vehicles, rising fuel prices, and other factors have caused the cost of transporting solid waste to disposal facilities to increase dramatically. To address this challenge, the Public Works Department is seeking to use the solid waste disposal facility operated by Reworld Lake II, Inc., as a resource to dispose of the City's solid waste. The proximity of this facility will help reduce wear and tear on our aging vehicles, lower maintenance and fuel expenses, and generate significant savings for the City and its taxpayers.

### **Procurement Analysis:**

The Procurement Division recommends approving an agreement with Reworld Lake II, Inc. As one of only two major solid waste disposal facilities, and the closest to meet the City's needs, Reworld Lake II, Inc. offers both accessibility and capacity. Under this agreement, the City may deliver up to 7,500 tons of solid waste annually at a rate of \$54.00 per ton, with billing based on the actual tonnage delivered.

### **Options:**

1. Approve the Resolution authorizing execution of the Disposal Services Agreement with Reworld Lake II, Inc.; or
2. Such alternative action as the Commission may deem appropriate.

### **Fiscal Impact:**

The current Solid Waste operating budget includes funding for this agreement.



**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,  
FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE  
A DISPOSAL SERVICES AGREEMENT WITH REWORLD LAKE II, INC.  
FOR THE DISPOSAL OF THE CITY'S SOLID WASTE; 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 Reworld Lake II, Inc., whose address is 3830 Rogers Industrial Park Road, Okahumpka, FL 34762, for the Disposal of the City's Solid Waste.

**THAT** this resolution shall become effective immediately.

**PASSED AND ADOPTED** by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 9th day of March 2026.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



Reworld Lake II, Inc.  
3830 Rogers Industrial Park Rd  
Okahumpka, FL 34762  
("DISPOSER")

## Disposal Services Agreement

<b>Contract ID:</b> 16066	<b>Date:</b> 11-FEB-2026
<b>Account Number:</b> COV24997	<b>Account Manager:</b> Patrick Walsh

### CUSTOMER INFORMATION

**Customer Name:** City of Leesburg

**Address:** 550 S. 14th Street  
Leesburg, FL, 34749, USA

**Person:** Neil Gaines  
**Title:** Deputy Director Public Works

**Phone Number:** 352-728-9786  
**Email:** neil.gaines@leesburgflorida.gov

**Type of Business:** Other

### BILLING INFORMATION

**Billing Address:** 550 S. 14th Street  
Leesburg, FL, 34749, USA

**Contact:**  
**Title:**

**Phone Number:**  
**Email:**

**Fax:**

### FACILITY INFORMATION (\*FACILITY\*)

<b>Facility:</b>	Lake
<b>Facility Address:</b>	3830 Rodgers Industrial Park Road
<b>Facility Oper. Hrs:</b>	
<b>Material:</b>	MSW
<b>Material Desc:</b>	MSW-10
<b>Material Category:</b>	MSW
<b>Min Charge Ship:</b>	
<b>Price 1 / (Notes):</b>	\$54.00

*\*Disposer may change the Disposal price(s) at any time upon written (including email) notice to customer*

**Permit/License Type or Number:**

**Disposal Services Start Date:** 01-JAN-2026

**Disposal Services End Date:** 31-DEC-2027

**Minimum Charge per Shipment:**

**Quantity to be Delivered:** 7500

**Initial Fees and/or Taxes:**

**Comments:** 7500 tons per year delivered ratably - approximately 145 tons per week @\$54.00 per ton. Customer can be diverted when necessary. Annual CPI based on BLS Water Sewer & Trash Index CUSR0000SEHG.

### TERMS AND CONDITIONS

\* If the Facility is the Delaware Valley EfW, Customer hereby represents, warrants and covenants to

Disposer that none of the Acceptable Waste delivered pursuant to this Agreement will have been collected from within Delaware County, PA.

\* If the Facility is the Hempstead EfW, Customer hereby represents, warrants and covenants to Disposer that none of the Acceptable Waste delivered pursuant to this Agreement will have been collected by or transferred, transported, or disposed of on behalf of a municipality or other governmental entity or public authority.

\* If the Facility is located in the Commonwealth of Pennsylvania, Act 90Decals are required.

\* If the Facility located in the State of New Jersey, Customer represents, warrants and covenants that it is in compliance with all applicable NJDEP A-901 licensing requirements and all applicable NJ county solid waste plans.

\* The following Terms and Conditions of Disposal Services Agreement are attached hereto and incorporated herein.

### **TERMS AND CONDITIONS OF DISPOSAL SERVICES AGREEMENT**

THEREFORE, in consideration of their mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Disposer and Customer hereby agree to the terms of this Agreement:

**1. SERVICES:** Customer shall deliver, and Disposer shall receive and dispose of, all of Customer's Acceptable Waste (hereinafter defined) as specified on the first page of this Agreement. Acceptable Waste is delivered FOB the Facility. Services will not be provided on those days designated as a holiday by the Facility or Disposer. **DISPOSER RESERVES THE RIGHT TO INTERRUPT DELIVERIES AT ANY TIME IN ITS SOLE DISCRETION.**

**2. ACCEPTABLE WASTE:** "Acceptable Waste" means municipal solid waste and must be of a size and composition such that the Facility is able to process it. All Acceptable Waste shall be delivered either via collection vehicles owned or operated by Customer or directly from transfer stations owned or operated by Customer, unless otherwise mutually agreed to by the parties in writing. Acceptable Waste excludes:

\* any waste defined or regulated as hazardous by any federal, state, local, or provincial authority, other than in de minimus quantities recognized by applicable law as not changing the waste's characterization as municipal solid waste;

\* incinerator residue, liquids, wastewater treatment sludge, solidified residual wastes, construction and demolition debris (unless specifically listed under "Type of Acceptable Waste" on the first page of this Agreement), regulated medical waste, infectious waste, treated medical waste, substances in gaseous form, special nuclear or by-product materials within the meaning of the Atomic Energy Act of 1954, as amended, universal waste, e-waste, agricultural waste, FIFRA-regulated wastes, and white goods;

\* any waste requiring a person to witness placement into the waste storage pit or feed chute and any waste requiring additional documentation (including, but not limited, to certificates of disposal or destruction);

\* any waste prohibited by any applicable permit condition or which would require pre-approval for disposal by any local, state, provincial or other governmental agency or authority;

\* any waste, including shredded and blended materials, generated from industrial activities, including manufacturing and distribution activities, other than de minimus quantities and other than cafeteria waste, or any waste defined as industrial waste, special waste, or residual waste by any applicable regulatory authority, other than in de minimus quantities;

\* any controlled substances or materials designated as illegal contraband by any federal, state, local, or provincial authority; and

\* any load of waste which contains more than 50% recyclables and/or single waste streams such as plastics, paper fibers, corrugated cardboard, and the like, and any other waste with an exceedingly high

or low heating value.

Disposer may reject any and all waste which is not Acceptable Waste. Disposer may inspect random material on incoming waste vehicles. Disposer shall have no obligation to accept title to or process non-Acceptable Waste. If non-Acceptable Waste arrives at the Facility, Disposer may (but shall have no obligation to) arrange to have it picked up, transported, and disposed of at Customer's expense, paid in advance if Disposer so demands. In the alternative, and to the extent allowed under applicable law, Disposer may instruct Customer to pick up, transport and dispose of such waste at Customer's expense and provide Disposer with written proof of disposal in compliance with all applicable laws and regulations. Title to Acceptable Waste shall vest in Disposer only after acceptance of the Acceptable Waste. In the event that Disposer subsequently determines that any materials accepted from Customer are not Acceptable Wastes, then Disposer may revoke its acceptance of such non-Acceptable Waste, so long as the material has not been combined with any other materials by Disposer, and manage such non-Acceptable Waste as outlined in this paragraph. Any and all liability associated with Acceptable Waste shall pass to Disposer upon its acceptance of the waste; PROVIDED, HOWEVER, THAT IF CUSTOMER DELIVERS ANY NON-ACCEPTABLE WASTE, CUSTOMER SHALL INDEMNIFY DISPOSER FOR ALL LOSSES, COSTS, AND DAMAGES (INCLUDING ATTORNEY'S FEES AND COSTS) ("COSTS") ARISING THEREFROM, EXCEPT COSTS ARISING FROM DISPOSER'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT. Customer is prohibited from bringing any commingled non-Acceptable Waste along with Acceptable Waste for disposal, but in the event that Customer does bring any such non-Acceptable Waste, CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR COSTS ASSOCIATED WITH SUCH NON-ACCEPTABLE WASTE, SPECIFICALLY INCLUDING ALL COSTS ASSOCIATED WITH DISPOSER'S NEGLIGENCE, BUT EXCLUDING COSTS ASSOCIATED WITH DISPOSER'S GROSS NEGLIGENCE AND INTENTIONAL MISCONDUCT, IN HANDLING OR DISPOSING OF SUCH NON-ACCEPTABLE WASTE. Delivery of non-Acceptable Waste shall be grounds for immediate termination of this Agreement.

**3. PAYMENT TERMS:** Customer shall make payment within 30 days of the date of Disposer's invoice at the address specified on such invoice. **Amounts owed to Disposer after invoice due date shall accrue interest each day such invoice is not paid at the maximum rate permitted by applicable law.** Customer shall also pay Disposer's reasonable investigation costs and attorney's fees for purposes of collection of amounts owed by Customer. At Disposer's option, based on the results of a credit check, Disposer may require, and Customer shall provide as security, an escrow fund or a payment bond sufficient to cover processing Acceptable Waste brought to the Facility by Customer. A fee of \$35.00 will be charged on all returned checks.

**4. INDEMNIFICATION:** Disposer shall indemnify and hold harmless Customer, its subsidiaries and affiliates from and against any and all loss, damage, suits, liability and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of any claim for loss of or damage to property, including Disposer's and the Facility's property, contamination of or adverse effects on the environment, and injuries to or death of persons, including Customer's, Disposer's or Facility's employees, caused by or resulting from: (1) the negligence or willful misconduct of Disposer, its employees, haulers, contractors, subcontractors or agents; or (2) Disposer's breach of any term or provision of this Agreement.

**Customer shall indemnify and hold harmless Disposer and the Facility(ies), their partners, parent companies, subsidiaries, and affiliates (collectively, the "Indemnified Parties"), from and against any and all loss, damage, suits, liability and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of any claim for loss of or damage to property, including Disposer's and the Facility's property, contamination of or adverse effect on the environment, and injuries to or death of persons, including Customer's, Disposer's or Facility's employees, caused by or resulting from: (1) the negligence or willful misconduct of Customer, its employees, haulers, contractors, subcontractors or agents; or (2) Customer's breach of any term or provision of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, Customer assumes responsibility for (1) any injury or loss incurred by its employees or agents while on the Facility's premises (except that caused by Disposer's gross negligence), (2) any damage to Customer's property, including, but not limited to Customer's vehicles, that results from Disposer or the Facility providing unloading assistance to Customer while Customer is on the Facility's premises (except that caused by Disposer's gross negligence), and (3) the compliance with all of the Facility's rules and regulations,**

particularly those relating to safety and health.

Neither party shall have any liability to the other for any special, incidental or consequential damages, whether arising in contract, tort, strict liability, or in any other cause of action whatsoever. Said duties to indemnify, defend and hold harmless shall survive the termination of this Agreement.

**5. COMPLIANCE WITH LAWS:** Both parties shall comply with all applicable federal, state, local and provincial laws, regulations, ordinances, rules, permits, licenses and governmental orders and directives (collectively "**Applicable Laws**".) Customer shall also comply with the health and safety rules promulgated to govern operations at the Facility. Customer's failure to comply with the Facility's health and safety rules may result in immediate suspension of disposal privileges.

**6. FORCE MAJEURE:** Except for the obligation to pay for services rendered, neither party hereto shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control, including, but not limited to, strikes, riots, war, fire, or acts of God, herein referred to as "**Events of Force Majeure**." The financial inability to perform of a party is not an Event of Force Majeure.

**7. TERM:** The term of this Agreement shall commence on the Disposal Services Start Date and shall continue until terminated by either party on 30 days' written (including email) notice.

**8. INSURANCE:** Customer shall maintain workers' compensation insurance providing statutory benefits, employer's liability coverage of not less than \$500,000 and automobile and commercial general liability insurance with policy limits of not less than \$5,000,000 each occurrence for bodily injury or death and property damage. Limits for automobile and general liability can be satisfied either through a single policy or combination of primary and umbrella/excess coverage. Where umbrella/excess coverage is used, coverage must be "follow form" or as broad as primary coverage. Customer shall cause the aforesaid policies to be duly and properly endorsed by Customer's insurance underwriter's as follows: a) to provide endorsement naming as additional insured, except for workers' compensation, and waiving subrogation in favor of the Indemnified Parties; b) to contain a standard cross liability and severability clause; c) to provide that said insurances shall be primary in all instances with respect to Disposer's insurances, which shall be secondary and non-contributing at all times; d) to provide contractual liability coverage for all liability assumed by Customer under the terms of this Agreement; and e) to notify Disposer in writing at least 30 days prior to cancellation of any policy covered hereunder. These limits are considered minimum and in no way intended to limit the Customer's liability under this Agreement. Prior to commencing any Services under this Agreement, Customer shall furnish Disposer with Certificates of Insurance issued by Customer's insurer(s), as necessary, in a form acceptable to Disposer, as evidence that the insurance policies, including all applicable endorsements, providing the required coverage's, conditions, and limits required by the section are in full force and effect. Disposer also reserves the right to request and receive certified copies of any or all of such insurance policies and/or endorsements. Disposer shall not be obligated, however, to review such insurance certificates, policies, and endorsements, or to advise Customer of any deficiencies in such documents, and such receipt shall not relieve Customer from or be deemed a waiver or Disposer's right to insist on strict fulfillment of Customer's obligations herein.

**9. FEES/TAXES:** In addition to the Disposal Price, Customer shall pay such fees as Disposer may impose from time to time by notice to Customer (including, by way of example only, administrative fees and environmental fees), with Disposer to determine the amounts of such fees in its discretion up to the maximum amount allowed by Applicable Law. Without limiting the foregoing, Customer shall pay Disposer a fuel surcharge fee in the amount shown on Disposer's invoices, which amount Disposer may increase or decrease from time to time by showing the amount on the invoice. The initial amounts for the fees listed in this paragraph are set forth on the first page of this Agreement, but are subject to change from time to time as described in this paragraph.

In addition to the Disposal Price, Customer shall pay all federal, state, local or other taxes, fees (including host fees), surcharges and other similar charges related to the acceptance or disposal of Acceptable Waste or the operations or activities of the Facility that are imposed by law, ordinance, regulation, agreement with a governmental authority, governmental audit or otherwise (collectively, "**Taxes**"). The initial amount of Taxes is set forth on the first page of this Agreement, but is subject to change from time to time as described in this paragraph. In addition, Disposer shall have the right to increase the Disposal Fee from time to time by the pro-rata amount (determined by relative tonnage of Acceptable Waste delivered by Customer and accepted by Disposer divided by the total tonnage processed at the Facility) of any increase in operating costs or capital costs of the Facility as a result of

a change in Applicable Laws. Any such increase shall be effective immediately upon written notice by Disposer to Customer.

10. Customer shall not use the name of Disposer or any of its affiliates or related companies or customers in any publicity or advertising or disclose any information related to the existence of this Agreement or the terms and conditions of this Agreement hereof, without the prior written consent of Disposer.

11. (a) This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations, understandings, and agreements concerning Disposer's service. No changes to this Agreement will be effective unless in writing and signed by the party to be bound. (b) No failure by either party to insist on performance shall operate as a waiver of other or subsequent breaches. (c) Neither party shall assign its rights or delegate its duties under this Agreement to any other person without the prior written consent of the other party, such consent shall not be unreasonably withheld. This Agreement shall inure to the benefit of and bind the respective successors and permitted assigns of the parties hereto. (d) If any provision of this Agreement is held to be unenforceable, this Agreement shall be reformed, but only to the extent necessary to render it enforceable. This Agreement may be executed in any number of counterparts, each of which when so executed shall be an original and all of which together shall constitute one and the same instrument.

12. ADDITIONAL TERMS AND CONDITIONS (SEE ATTACHMENT)

**Approval Information:**

Title	Signature	Approval Date	Comments
Mgr, Area Asset Manager	Patrick Walsh	11-FEB-2026 15:41:43	Renewal of original Leesburg Contract from 1/1/2015. Raised rate 20% , lowered annual disposal capacity from 25,000 tons to 7,500 tons, removed 3.5% CPI cap, and changed CPI index from All Urban Consumers to Water, Sewer, & Trash index Contract Reviewed.
Sr Dir, Market Area II	Mark Harlacker	11-FEB-2026 19:07:06	

Accepted by:

City of Leesburg

Name : Allyson Berry

Title: Mayor

Signature

Date

Reworld Lake II, Inc.

[D. Scott Holkeboer](#)

Name

Vice President

Title

Signature

02/28/2026

Date

ATTEST:

J. Andi Purvis, City Clerk

Approved as to form:

William Watson, City Attorney

ATTACHMENT A

DISPOSAL SERVICES AGREEMENT

CITY OF LEESBURG ADDITIONAL TERMS AND CONDITIONS

**Public Records Retention.** DISPOSER 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 DISPOSER herein. DISPOSER 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. DISPOSER 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. DISPOSER shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the DISPOSER 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 DISPOSER 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.**

**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.

**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.

# City of Leesburg Lake Front City

## Agenda Memorandum

**Item No:** 5.C.1.

**Meeting Date:** March 9, 2026

**From:** Sandra Wilson, (Housing Director)

**Subject:** Resolution of the City Commission of the City of Leesburg, Florida Establishing a rent increase for the Mispah Simmons Apartment Complex; and providing an effective date.

---

### **Staff Recommendation:**

Staff recommends a rent increase for the Mispah Simmons Apartment Complex to keep pace with increased maintenance costs.

### **Analysis:**

The Housing Department manages a 12-unit apartment complex consisting of six 2-bedroom/1 bath and six 3-bedroom/1 bath apartments located on Mispah Avenue and Simmons Avenue. The City has entered into a Project-Based Voucher (PBV) agreement with Lake County for the tenants that are approved to reside in the complex. Tenants must be income qualified in accordance with the PBV contract which subsidizes the rent based on the tenant's income. The goal of the PBV agreement is to provide rent subsidies and supportive services to the residents to prepare them to become homeowners. The last rent increase was in 2025. The request is to increase the rent effective August 1, 2026, as follows:

- 2-bedroom from \$1,250 to \$1,300
- 3-bedroom from \$1,350 to \$1,400

The proposed increases remain below the allowable rent for the area as shown in the attached 2026 MSA Small Area Fair Market Rent determination for zip code 34748.

This increase is being requested to account for increased costs for maintenance of the units. The subsidy amount paid by Lake County will be adjusted accordingly, if approved.

### **Procurement Analysis:**

N/A

### **Options:**

- 1) Approve as recommended; or
- 2) Amend the amount of increase; or
- 3) Leave rent at current amount.

**Fiscal Impact:**

This increase will provide additional revenue for the Housing Assistance Fund.

Account No.                    013-0000-362-1006

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,  
FLORIDA ESTABLISHING A RENT INCREASE FOR THE MISPAH  
SIMMONS APARTMENT COMPLEX; AND PROVIDING AN EFFECTIVE  
DATE.**

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

**THAT** the City Commission hereby approves the rental increase for the Mispah Simmons Apartment Complex as follows:

- 2-bedroom from \$1,250 to \$1,300
- 3-bedroom from \$1,350 to \$1,400

**THAT** this resolution shall become effective August 1, 2026.

**PASSED AND ADOPTED** by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 9th day of March 2026.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



# FY 2026 FAIR MARKET RENT DOCUMENTATION SYSTEM

# PBY

The FY 2026 Orlando-Kissimmee-Sanford, FL MSA FMRs for All Bedroom Sizes

## Final FY 2026 & Final FY 2025 FMRs By Unit Bedrooms

Year	<u>Efficiency</u>	<u>One-Bedroom</u>	<u>Two-Bedroom</u>	<u>Three-Bedroom</u>	<u>Four-Bedroom</u>
FY 2026 FMR	\$1,650	\$1,731	\$1,972	\$2,476	\$2,924
FY 2025 FMR	\$1,636	\$1,727	\$1,958	\$2,486	\$2,960

The Orlando-Kissimmee-Sanford, FL MSA consists of the following counties: Lake County, FL; Orange County, FL; Osceola County, FL; and Seminole County, FL. All information here applies to the entirety of the Orlando-Kissimmee-Sanford, FL MSA.

### Fair Market Rent Calculation Methodology

— Show/Hide Methodology Narrative —

Fair Market Rents for metropolitan areas and non-metropolitan FMR areas are developed as follows:

1. **Calculate the Base Rent:** HUD uses 2019-2023 5-year American Community Survey (ACS) estimates of 2-bedroom adjusted standard quality gross rents calculated for each FMR area as the new basis for FY2026, provided the estimate is statistically reliable. For FY2026, the test for reliability is whether the margin of error for the estimate is less than 50% of the estimate itself and whether the ACS estimate is based on at least 100 survey cases. HUD does not receive the exact number of survey cases, but rather a categorical variable known as the count indicator indicating a range of cases. An estimate based on at least 100 cases corresponds to a count indicator of 4 or higher.

If an area does not have a reliable 2019-2023 5-year estimate, HUD checks whether the area has had at least 2 minimally reliable estimates in the past 3 years, or estimates that meet the 50% margin of error test described above. If so, the FY2026 base rent is the average of the Inflated ACS estimates.

# City of Leesburg Lake Front City

## Agenda Memorandum

**Item No:** 5.C.2.

**Meeting Date:** March 9, 2026

**From:** Andi Purvis, (City Clerk)

**Subject:** Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from Joe Douglas Canfield and Misty R. Canfield for the purpose of granting the City an Easement over the property described therein; and providing an effective date.

---

### **Staff Recommendation:**

Staff recommends accepting and approving the Resolution for a Utility Easement from Joe Douglas Canfield and Misty R. Canfield, on the property described therein.

### **Analysis:**

Joe Douglas Canfield and Misty R. Canfield are granting a Utility Easement to the City of Leesburg, Florida for the construction, installation, alteration, operation, repair, maintenance, and replacement of utility improvements and related facilities.

### **Procurement Analysis:**

N/A

### **Options:**

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

### **Fiscal Impact:**

None

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ACCEPTING A UTILITY EASEMENT TO THE CITY OF LEESBURG FROM JOE DOUGLAS CANFIELD AND MISTY R. CANFIELD FOR THE PURPOSE OF GRANTING THE CITY AN EASEMENT OVER THE PROPERTY DESCRIBED THEREIN; AND PROVIDING AN EFFECTIVE DATE.**

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

**THAT** the Utility Easement granted to the City of Leesburg by Joe Douglas Canfield and Misty R. Canfield, for the purpose of granting the City a Utility Easement over, under, upon, across, through and within the real property described in the document, is hereby accepted.

**THAT** this resolution shall become effective immediately.

**PASSED AND ADOPTED** by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 9th day of March 2026.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

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

## UTILITY EASEMENT

THIS PERMANENT UTILITY EASEMENT (“**Easement**”) on this 11 day of February 2026, is hereby granted by **JOE DOUGLAS CANFIELD AND MISTY R. CANFIELD**, whose mailing address is 4141 Round Lake Road, Apopka, FL 32712-4911 (“**GRANTOR**,”) to **THE CITY OF LEESBURG, FLORIDA**, whose mailing address is P.O. Box 490630, Leesburg, Florida 34749-0630, and its successors and assigns (“**GRANTEE**”);

### WITNESSETH:

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

### **SEE THE SKETCH OF DESCRIPTION ATTACHED HERETO AS EXHIBIT “A”**

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

**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, 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:

Arleen Alonso  
Signature  
Arleen Alonso  
Printed Name  
2880 David Walker Dr Eustis FL 32726  
Address

Joe Douglas Canfield  
Signature  
JOE DOUGLAS CANFIELD

Dorismar Trejo  
Signature  
Dorismar Trejo  
Printed Name  
2880 David Walker Dr Eustis FL 32726  
Address

Misty R Canfield  
Signature  
MISTY R CANFIELD

STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 11 day of February, 2026, by Joe Douglas Canfield and Misty R. Canfield who are  personally known to me or  who produced the following identification: FL Driver license, FL CDL.

Arleen Alonso  
Notary Public Signature  
Arleen Alonso  
Notary Public Name

My Commission Number: HH 451674  
My Expiration Date October 5, 2027 (seal)

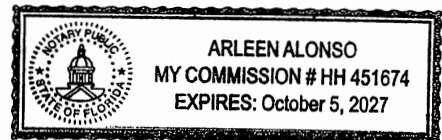
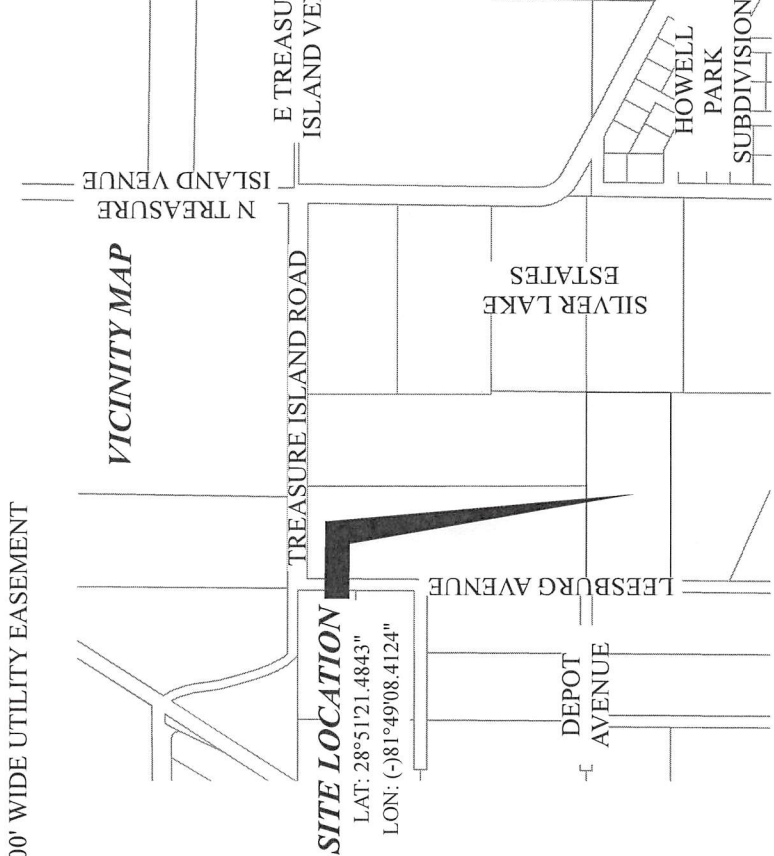
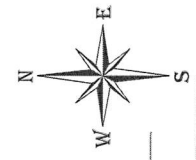
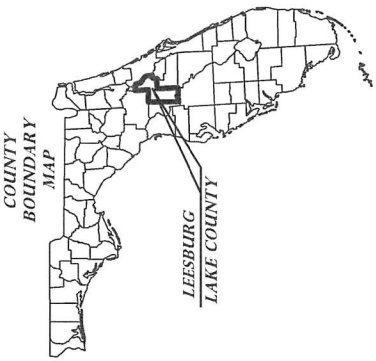


EXHIBIT A  
10.00' WIDE UTILITY EASEMENT



**SITE LOCATION**  
LAT: 28°51'21.4843"  
LON: (-)81°49'08.4124"



**LEGAL DESCRIPTION:**

PORTION OF LOTS 21, 22 AND 23, ACCORDING TO THE PLAT OF "THE INFANT TOWN OF FLORIDA" (ALSO KNOWN AS "TOWN OF LANIER") FILED THE 9TH OF APRIL 1886 IN PLAT BOOK 1, PAGE 22 OF SUMTER COUNTY, FLORIDA, SAID PROPERTY NOW BEING LOCATED IN LAKE COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF LOT 5, LANIER GROVES ACCORDING TO THE PLAT THERE OF LOCATED IN PLAT BOOK 51, PAGES 75 THROUGH 74 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF SAID LOT 5 SOUTH 89 DEGREES 22 MINUTES 01 SECONDS EAST, A DISTANCE OF 10.00 FEET; THENCE DEPARTING SAID SOUTH LINE OF LOT 5 SOUTH 00 DEGREES 37 MINUTES 59 SECONDS WEST, A DISTANCE OF 272.26 FEET; THENCE SOUTH 89 DEGREES 02 MINUTES 47 SECONDS EAST, A DISTANCE OF 625.93 FEET TO A POINT ON THE WESTERLY LINE OF SILVER LAKE ESTATES ACCORDING TO PLAT BOOK 10, PAGE 66 OF THE LAKE COUNTY PUBLIC RECORDS; THENCE ALONG SAID WESTERLY LINE SOUTH 00 DEGREES 57 MINUTES 13 SECONDS WEST, A DISTANCE OF 10.00 FEET TO THE SOUTHEAST CORNER OF LOT 23, TOWN OF LANIER, ACCORDING TO PLAT BOOK 1, PAGE 22 OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE DEPARTING SAID WESTERLY LINE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 23, THE SOUTHERLY LINE EXTENDED, AND CONTINUING ALONG THE SOUTH LINES OF LOTS 22 AND 21 NORTH 89 DEGREES 02 MINUTES 47 SECONDS WEST, A DISTANCE OF 640.60 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF LEEBSBURG AVENUE ACCORDING TO SAID PLAT OF LANIER; THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE NORTH 00 DEGREES 37 MINUTES 59 SECONDS EAST, A DISTANCE OF 286.93 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED EASEMENT CONTAINS 9,176 SQUARE FEET OR 0.211 ACRES MORE OR LESS.

**LEGEND:**

BOB	BASIS OF BEARING
FL	FLORIDA
ID	IDENTIFICATION
LB	LICENSED BUSINESS
LC	LICENSED CORPORATION
LCR	LAKE COUNTY RECORDS
LLC	LIMITED LIABILITY COMPANY
L.S.	LICENSED SURVEYOR
No.	NUMBER
ONB	OFFICE WORK BY
(P)	PLAT BOOK
PB	PAGE
PG	POINT OF BEGINNING
POB	RIGHT-OF-WAY
R/W	SUMTER COUNTY RECORDS
SCR	TRANSFORMER PAD
TP	

**GENERAL NOTES:**

- BEARING STRUCTURE BASED ON NAD 83, FLORIDA STATE PLANE, EAST ZONE, U.S. SURVEY FOOT WITH THE BEARING ALONG THE SOUTH LINE OF LOT 5, LANIER GROVE SUBDIVISION BEING S 89° 22' 01" E. (FOR ANGLE MEASUREMENT ONLY).
- LEGAL DESCRIPTION NEW PER A1A SURVEYING SERVICES LLC.

SURVEY IS NOT VALID WITHOUT SHEETS 1 THROUGH 2 TOGETHER SEE SHEET 2 OF 2 FOR SURVEYOR'S SIGNATURE

OWB:BR  
DATE: 02/03/26

MAP SUBJECT:  
Treasure Island Road  
Leesburg, Florida

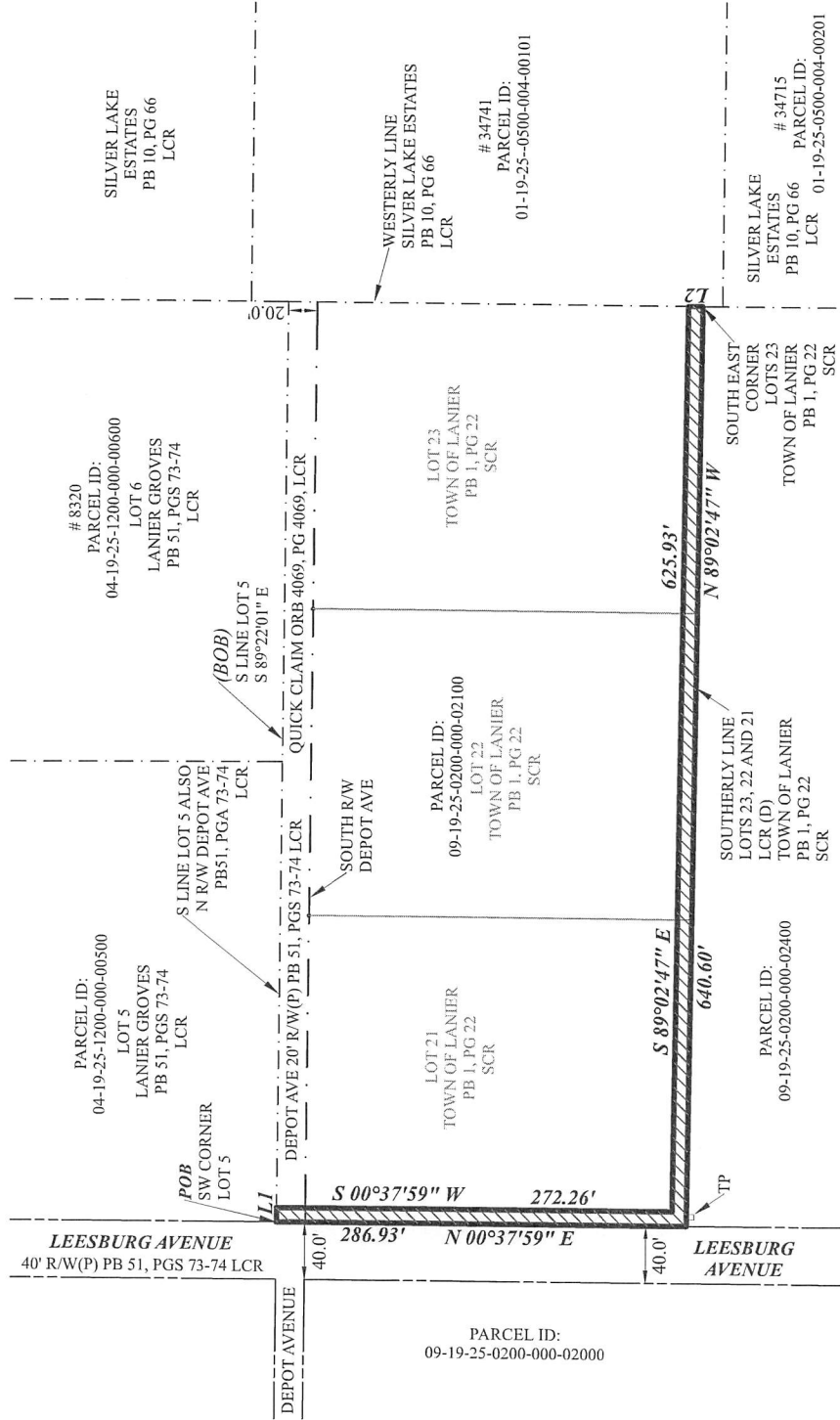
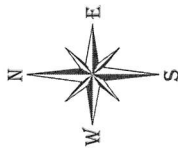
SCALE: N/A  
JOB No.: 26-02

PROJECT TYPE:  
SKETCH OF DESCRIPTION  
**THIS IS NOT A SURVEY**

CONSTRUCTION RESIDENTIAL

COMMERCIAL  
711 Pineland Trail  
Ormond Beach, FL 32130  
LB 8673  
LB 216.5730

EXHIBIT A  
10.00' WIDE UTILITY EASEMENT



LINE TABLE

LINE	BEARING	DISTANCE
L1	S 89°22'01" E	10.00'
L2	S 00°57'13" W	10.00'

THE FOREGOING SKETCH OF DESCRIPTION IS CERTIFIED TO MEET THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS. I, DAVID MC MILLEN, A LICENSED SURVEYOR AND MAPPER, AS PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

DAVID MC MILLEN  
 Date: 20260205  
 08:25:16 -05'00'

OWB: BR  
 DATE: 02/03/26

MAP SUBJECT:  
 Treasure Island Road  
 Leesburg, Florida

SCALE: 1" = 100'  
 PROJECT TYPE: SKETCH OF DESCRIPTION

THIS IS NOT A SURVEY

COMMERCIAL  
 RESIDENTIAL

711 Pineland Trail  
 Ormond Beach, FL 386.216.5730