

**AGENDA
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, JUNE 22, 2026 5:30 PM**

1. CALL TO ORDER

INVOCATION

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

2. PROCLAMATIONS:

A. Proclaim City of Leesburg Election for November 3, 2026

3. PRESENTATIONS:

A. Employee Service Award Recognitions:

**Five Years: Janelle Smith, Finance; and Robert Voyles, Library
Twenty Years: Sabrina Mitchell, Planning & Zoning
Twenty-Five Years: David Lott, Information Technology**

B. 2026 BikeFest Financial Report

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 June 8, 2026**

B. PURCHASING ITEMS:

1. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Construction Services Agreement with GSB Construction & Development, Inc. for the Commercial Hangar Building project; and providing an effective date.**
2. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Construction Services Agreement with Advanced Roofing Inc. for the roof replacement of Fire Stations 62 and 64 for the amount of \$85,550.00; and providing an effective date.**

C. RESOLUTIONS:

1. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Director of the Gas Department to approve discounted gas transactions (prepay) and associated documents under the Gas Services Agreement with Florida Gas Utility, including documents regarding extensions of the term of such transactions in accordance with the agreement; and providing an effective date. (Prepay Gas Directive)**
2. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement affecting the property described therein from Arlington Ridge Community Development District; and providing an effective date.**

6. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:

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

A. SECOND READING OF ORDINANCES:

1. **An Ordinance of the City of Leesburg, Florida, amending the boundaries for the County Road 33 Community Development District established pursuant to Ordinance 23-58; providing a severability clause; addressing conflicts; and providing an effective date. (CR 33 CDD Expansion)**

B. FIRST READING OF ORDINANCES:

1. **An Ordinance of the City of Leesburg, Florida, amending the City's Code of Ordinances, Chapter 25, Section 25-292, to create subsection (26), Historic Structure Density Bonus Outside Designated Historic District; and providing an effective date. (Historic Structure Density Bonus Amendment)**

C. NON-ROUTINE ITEMS:

1. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the ratification of the Collective Bargaining Agreement with the Florida Police Benevolent Association, Inc. for Officers/Detectives and Corporals/Sergeants; and providing an effective date.**
2. **Selection of Voting Delegate for the Florida League of Cities 2026 Conference**

D. U.S. HIGHWAY 441/27 COMMUNITY REDEVELOPMENT AGENCY:

1. **Resolution of the U.S. Highway 441/27 Community Redevelopment Agency of the City of Leesburg, Florida authorizing the Chairperson and Secretary to execute a resolution approving Fiscal Year 2026 Façade Sign, and Landscape Grant Awards; and providing an effective date. (FSL Grants U.S. 441/27 2026).**

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.

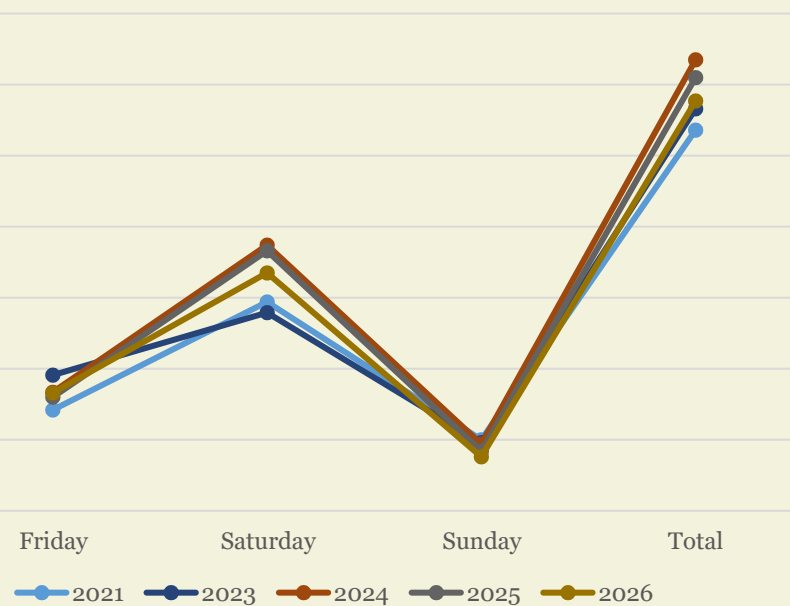


Bikefest 2026 Report

Attendance



Bikefest Attendance



Boon for local businesses:

"What a fantastic Bikefest Weekend for us at Lake Life Outpost! Overall it was a great weekend for business, community, and fun. We're thankful to everyone who stopped by Lake Life Outpost and grateful to be part of such a well-run event. Looking forward to next year already!" – **James Calcaterra (Lake Life Outpost)**

"Thank you both & the rest of the city for a successful Bikefest event! We had a great, busy time. It was a great way to kickoff our journey as business owners in downtown Leesburg." – **Layna Sasser (Two Old Hags)**

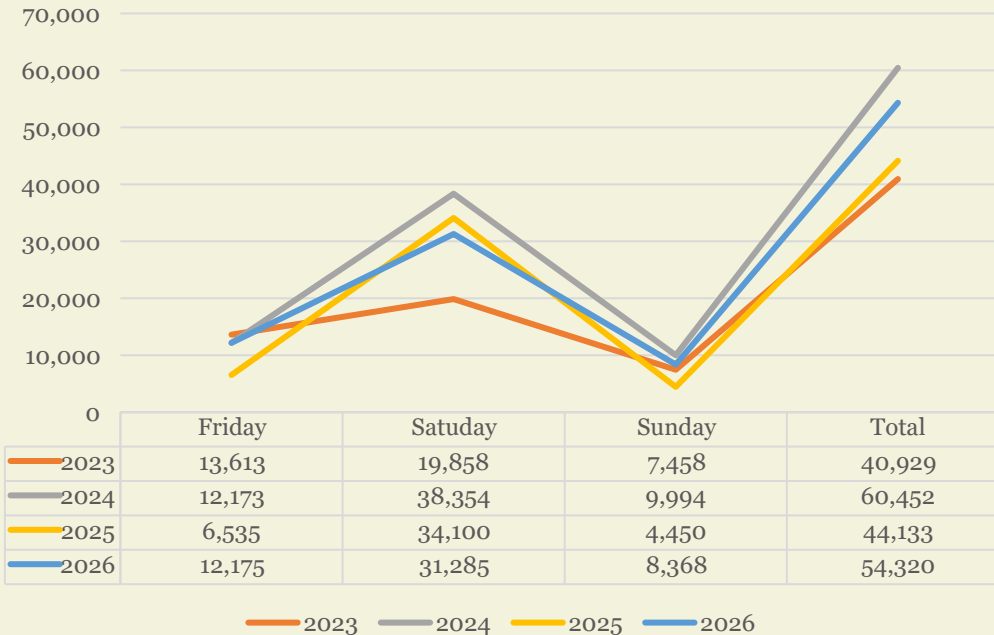
"On behalf of the art center, I wanted to extend our sincere appreciation for another fantastic Bikefest event. It was wonderful to see the energy, enthusiasm, and community spirit that the event brought to the area. The Event was well organized, vibrant, and created a positive atmosphere For both businesses and attendees alike. The increased foot traffic and engagement helped showcase the arts and historic downtown district while bringing many new faces to the center." – **Amanda McLea (Center for the Arts)**

"Leesburg Bikefest brought a tremendous boost in traffic and visibility to our business, creating one of the busiest and most profitable weekends of the year. The event was well organized, and the smooth operations throughout downtown helped create a great experience for both businesses and visitors alike." – **James Lent (Marmaduke's)**

Out of Market Visitors



Bikefest Out of Market Increase



Regional Impact Provided by Discover Lake:

Hotel Occupancy (County Wide): 84%
STR Occupancy (County Wide): 57%
Out of State Visitors: 52%
Total Room Nights: 118,626
Total Visitor Days: 209,667
Economic Impact: \$46,112,201

2026 Financials



Revenue (ALL)		2024	2025	2026	% Increase
Alcohol Sales				\$ 79,407.23	#DIV/0!
Food Concessions			\$ 37,737.00	\$ 35,573.00	-6%
Merchandise		\$ 35,300.00	\$ 40,041.00	\$ 48,799.00	22%
Parking		\$ 12,589.00	\$ 11,533.69	\$ 1,269.98	-89%
ATM				\$ 832.00	#DIV/0!
Sponsorships		\$ 163,858.82	\$ 178,646.46	\$ 181,365.67	2%
Vendors		\$ 176,892.20	\$ 124,100.00	\$ 108,415.00	-13%
VIP Tickets		\$ 31,185.00	\$ 32,432.75	\$ 47,348.00	46%
Organization Tips			\$ 32,155.94		#DIV/0!
Alcohol Sales		\$ 153,897.00	\$ 190,667.97		24%
	Total	\$ 573,722.02	\$ 647,314.81	\$ 503,009.88	-22%
	Total Non-Alc	\$ 419,825.02	\$ 424,490.90	\$ 423,602.65	0%
Expense (ALL)		2024	2025	2026	% Increase
Advertising		\$ 41,234.39	\$ 58,813.82	\$ 55,044.97	-6%
Awards & Prizes		\$ 700.89	\$ 518.82	\$ 265.64	-49%
Nourishments		\$ 2,411.26	\$ 7,793.83	\$ 5,404.70	-31%
Property Rentals		\$ 817.29	\$ 7,500.00	\$ -	-100%
Cleanup		\$ 29,664.30	\$ 29,664.30	\$ 30,500.00	3%
Entertainment		\$ 178,135.00	\$ 158,903.86	\$ 148,200.00	-7%
Equipment Rentals		\$ 49,436.28	\$ 64,511.08	\$ 69,560.06	8%
Parking lot payments (Orgs)		\$ 16,709.80	\$ 7,913.04	\$ -	-100%
Security		\$ 40,689.09	\$ 43,555.37	\$ 44,522.62	2%
Stage/Sound		\$ 58,763.40	\$ 75,068.24	\$ 67,250.00	-10%
Taxes (Parking)			\$ 692.39		-100%
Miscellaneous Exp		\$ 13,572.75	\$ 9,685.70	\$ 23,560.78	143%
Taxes/CC Fees (alc)		\$ 13,576.10	\$ 12,812.91	\$ -	-6%
CC Fees/Rentals			\$ 4,191.57	\$ -	#DIV/0!
Insurance		\$ 48,352.50	\$ 26,827.50	\$ -	-45%
Cash Room Expense		\$ 7,941.00	\$ 10,135.44	\$ -	
Chamber Receipt Reimbursement		\$ 57,066.02	\$ 93,618.19	\$ -	64%
Chamber Contract Amount		\$ 50,000.00	\$ 50,000.00	\$ -	0%
Organization Efficiency Bonuses		\$ 16,550.00	\$ 22,550.00	\$ -	36%
Organization Tips		\$ 20,977.95	\$ 32,155.94	\$ -	53%
	Total	\$ 646,598.02	\$ 716,912.00	\$ 444,308.77	11%
					Increase
	Total Profit/Lc	\$ (72,876.00)	\$ (69,597.19)	\$ 58,701.11	\$ 128,298.30

Revenue & Expenses

Total Revenue = \$503,009.88

Total Expenses = \$444,308.77

Profit = \$58,701.11

2025 to 2026 increase = \$128,298.30

Options to Utilize Profit



1. Roll \$58,701.11 into Bikefest account
 - Add to \$116,453.27 leftover from Partnership funds
 - New total = \$175,154.38
2. Pay In-Kind services (staff time/overtime) via TRF to General Fund
3. Hold in Special Restricted Account for Future BikeFest Expenses
4. Civic Funding on a smaller level

**AGENDA MINUTES
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, JUNE 8, 2026 5:30 PM**

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting on Monday, June 8, 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, Deputy City Clerk (DCC) Andrea Clark, 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!

Trisha Nicholson, 1606 Lindale Avenue, Eustis, Vice President of Lake Country Pride, spoke in opposition to the removal of the Pride Proclamation from the Leesburg Commission agenda. She stated that the decision undermines equality, safety, and inclusion for LGBTQ+ residents and visitors. She urged the Commission to either reinstate the proclamation or provide a clear, fact-based justification for its removal. She emphasized that proclamations should be evaluated on merit, not personal religious or political beliefs, and called on leadership to act in the best interest of all residents by promoting fairness, safety, and community trust.

Paul Harsh, a Lady Lake resident and Leesburg property owner, spoke in support of the Commission's decision not to move forward with the Pride Proclamation. He shared his Christian beliefs, stating that while he values loving all individuals, he believes certain behaviors are inconsistent with biblical teachings. He expressed concern about endorsing actions he views as contrary to those beliefs and emphasized the importance of maintaining cultural and moral principles rooted in his faith. He stated he supports the Commission's decision, describing it as appropriate and beneficial to the community's values.

5. CONSENT AGENDA:

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Items pulled for discussion: 5B1

Commissioner Alan Reisman moved to adopt the Consent Agenda except for 5B1, and Commissioner Pederson 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 May 26, 2026

B. PURCHASING ITEMS:

1.

Purchase request by the Public Works Department for the purchase of Christmas street decorations from Holiday Outdoor Decor, a contracted vendor, in the amount of \$138,057.70.

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

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

Mayor Berry requested comments from the Commission and the audience.

Commissioner Connell raised concerns about future financial impacts related to a proposed homestead exemption expected on the November ballot, noting it could significantly reduce City revenues over time. He questioned whether it was necessary to proceed with approximately \$140,000 in spending on new holiday decorations given potential budget constraints.

CM Minner provided estimated impacts of the exemption, projecting revenue losses of approximately \$3 million in the first year and \$4 million in the second year across funds, with a substantial portion affecting the general fund. CM Minner advised that while the timing of replacement is discretionary, the decorations are in poor condition and costs are unlikely to decrease, recommending proceeding as planned while addressing the referendum's impact on future budgeting.

Commissioner Reisman noted the decorations had not been replaced in approximately 10–12 years, supporting consideration for replacement. **Commissioner Connell** reiterated his concern about fiscal responsibility and suggested delaying non-essential spending until the financial outlook is clear. **Mayor Berry** inquired about timing options for the purchase. **Commissioner Burry** stated that if the exemption passes, reductions in services or amenities, such as holiday decorations, may be necessary, and emphasized the importance of public awareness regarding potential impacts of decreased revenues.

The roll call vote was:

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

Three yeas, two nays, the Commission adopted the purchase request.

2.

Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute Amendment No. 1 to the existing contract with All City Management Services, Inc. (ACMS); extending the term of the agreement; and providing an effective date.

ADOPTED RESOLUTION 12,235

3. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Task Order with Dewberry Engineers Inc., to conduct a feasibility study for Canal Street Waste Water Treatment Facility (WWTF); and providing an effective date.

ADOPTED RESOLUTION 12,236

C. RESOLUTIONS:

1. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute Amendment 1 to Public Transportation Grant Agreement 444873-3-94-01, between the City of Leesburg and the State of Florida Department of Transportation, for the purpose of adding funding for the Fuel Tanks construction project; and providing an effective date.

ADOPTED RESOLUTION 12,237

2. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Reject Effluent Facilities Agreement between the City of Leesburg and RIB Solutions, LLC; and providing an effective date.

ADOPTED RESOLUTION 12,238

3. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the City Manager to execute an Assistance to Firefighters Grant through FEMA, a 90/10 matching grant for the purchase of Firefighters Protective Equipment; and providing an effective date.

ADOPTED RESOLUTION 12,240

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

1. None

B. FIRST READING OF ORDINANCES:

Mayor Berry asked CA Watson to perform the swearing-in. CA Watson asked for anyone wishing to speak on Agenda Item 6.B.3 Reserve at 44 ANNEX and Agenda Item 6.B.6 Perry-Smith SPUD to stand and raise their right hand. He swore them all in.

1. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 10.24 ± acres and being generally located east of County Road 44 and north of Spring Court, lying in Section 1, Township 19 South, Range 25 East, Lake County, Florida; providing that said property, upon annexation, 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 such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 5; and providing an effective date (Reserve at 44 ANNEX).**

Commissioner Reisman introduced items 6.B.1, 2, and 3 (Reserve at 44 project) to be read by title only. CC Purvis read items 6.B.1, 2, and 3 by title only.

Mayor Berry announced that the items would return for the second reading on July 27, 2026, and invited Planning and Zoning Director (P&ZD) Dan Miller to present.

P&ZD Dan Miller presented the "Reserve at 44" project, consisting of an annexation, small-scale comprehensive plan amendment, and PUD rezoning for approximately 10.24 acres located east of County Road 44 and north of Spring Court. The proposal includes 23 single-family detached homes at a density of four units per acre. Requested changes include future land use from Lake County Urban Low to City Estate Density and zoning from Lake County R-1 and R-3 to City PUD.

P&ZD Dan Miller reported no significant concerns from City departments, no impact from the School Board, and no comments from Lake County Public Works. Two public objections were received citing environmental, wildlife, stormwater, and compatibility concerns.

The proposed PUD includes development standards such as minimum lot sizes (6,500 sq. ft), open space requirements (35%), landscaping and buffering, fencing, recreational space, and use of city utilities. Additional conditions include Florida-friendly landscaping options and HOA maintenance requirements. Development must commence within four years or revert to prior zoning.

Staff recommended approval; however, the Planning Commission recommended denial (3-2) due to concerns about traffic, density, and lot size. Representatives for the applicant were present. No further comments were made, and no questions were asked by the Commission.

2. **An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, by changing the Future Land Use Map Designation of certain property containing 10.24 ± acres from Lake County Urban Low to City of Leesburg Estate Residential, for property generally located east of County Road 44 and north of Spring Court, lying in Section 1, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Reserve at 44 SSCP)**

3. **An Ordinance of the City of Leesburg, Florida, changing the zoning of approximately 10.24 ± acres from Lake County R-1 (Rural Residential) and R-3 (Medium Residential) to City of Leesburg PUD (Planned Unit Development) to allow for single-family residential uses for a property generally located east of County Road 44 and north of Spring Court, lying in Section 1, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Reserve at 44 PUD)**
4. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 7.53 ± acres; and being generally located west of U.S. Highway 27 and south of the Florida Turnpike, lying in Section 7, Township 21 South, Range 25 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 4; and providing an effective date. (Perry-Smith ANNX).**

Commissioner Reisman introduced items 6.B.4, 5, and 6 (Perry-Smith project) to be read by title only. CC Purvis read items 6.B.4, 5, and 6 by title only.

Mayor Berry announced that the items would return for the second reading on July 27, 2026, and invited Planning and Zoning Director (P&ZD) Dan Miller to present.

P&ZD Miller presented the "Perry-Smith" project, a request for annexation, small-scale comprehensive plan amendment, and SPUD zoning for approximately 7.53 acres located west of U.S. Highway 27 and south of the Turnpike. The proposal seeks approval for future retail, restaurant, medical, and office uses totaling up to 20,000 square feet.

The request includes a future land use change from Lake County Urban Low Density to City General Commercial and a zoning change from Lake County Agriculture to City SPUD. No comments were received from City departments, the School Board, Lake County Public Works, or the public.

The SPUD includes development standards such as architectural requirements, dark sky lighting, 35% open space, required buffering and Florida-friendly landscaping, and a single boulevard-style access point.

Both staff and the Planning Commission recommended approval. The applicant's representative, Mike Rankin of Land Planning Group, was present to answer questions. No further comments were made, and no questions were asked by the Commission.

5. **An Ordinance of the City of Leesburg, Florida, changing the Future Land Use designation of approximately 7.53 ± acres from Lake County Urban Low Density to City of Leesburg General Commercial for a property generally located west of U.S. Highway 27 and south of the Florida Turnpike, as legally described in Sections 7, Township 21 South, Range 25**

East, Lake County, Florida; and providing an effective date. (Perry-Smith SSCP)

6. **An Ordinance of the City of Leesburg, Florida, rezoning approximately 7.53 ± acres, from Lake County A (Agriculture) to City SPUD (Small Planned Unit Development), to allow commercial and office development on property generally located west of U.S. Highway 27 and south of the Florida Turnpike, as legally described in Sections 7, Township 21 South, Range 25 East, Lake County, Florida; and providing an effective date. (Perry-Smith SPUD)**

C. NON-ROUTINE ITEMS:

1. **Resolution of the City Commission of the City of Leesburg, Florida, relating to the provision of Fire Protection Services, Facilities and Programs in the City of Leesburg, Florida; Imposing Fire Protection Assessments against assessed property located within the City for the Fiscal Year beginning October 1, 2026; Approving the Rate of Assessment; Approving the Assessment Roll; and providing for an effective date.**

ADOPTED RESOLUTION 12,239

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

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

Mayor Berry requested comments from the Commission and the audience.

Commissioner Connell inquired about the estimated financial impact on the average household. **CM Minner** responded that the increase would be approximately \$5 per household.

The roll call vote was:

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

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

7. INFORMATIONAL REPORTS:

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

A. None

8. CITY ATTORNEY ITEMS:

CA Watson provided an update on ongoing legal matters. He reported that the City has engaged with Smith Campbell regarding the PFAS litigation, and coordination is underway with engineers and legal counsel to prepare and file the claim. Additional information, including potential recovery estimates, is expected in the near future.

CA Watson also advised that the motion to dismiss hearing in the shuffleboard lawsuit is scheduled for the following Tuesday. He noted that possible outcomes include dismissal with leave to amend or proceeding with the case, requiring the City to file an answer within approximately 10–20 days.

Lastly, CA Watson informed the Commission that he would be out of town for the next meeting and that Jennifer Cotch would attend in his place.

9. CITY MANAGER ITEMS:

CM Minner clarified for the public that the two planning and zoning items were first readings and not formal public hearings, and therefore public comment was not taken at this time. He noted that a formal public hearing will be held on July 27th, at which time the public will have the opportunity to provide input.

A. CRA Budget Workshops

CM Minner presented an item regarding the upcoming CRA budget workshops and requested Commission input on the preferred format. CM Minner noted that the Downtown CRA and Carver Heights CRA boards typically desire more in-depth discussion. Four budget workshop dates are currently scheduled for July 7, 9, 14, and 16th. CM Minner proposed adjusting the schedule to make the July 9th workshop a lighter session and to utilize the July 14th meeting as a joint workshop with the CRA boards to allow for greater input prior to finalizing the budget. He also mentioned the alternative of holding workshops prior to regular meetings but noted the time constraints associated with that option. CM Minner explained that the fourth scheduled workshop date has not been used in the past and could be better utilized for this purpose. The Commission expressed general agreement with the proposed approach. CM Minner stated he would proceed with the revised schedule and notify the CRA boards.

B. Clarification U.S. Highway 441/27 CRA Home Grant

CM Minner presented the status of the 441/27 CRA grant program, noting that approximately 9–10 applications have been received. The current budget of \$50,000 would fund about two grants at \$25,000 each; however, the CRA has the financial capacity to fund additional applications if desired. Options were discussed, including preparing all applications for consideration or ranking them for prioritization. **Commissar Pederson** recommended ranking the applications and reviewing funding levels during a future budget workshop. **CM Minner** confirmed staff will evaluate, rank, and bring the applications back to the board for further consideration.

10. ROLL CALL:

Commissioner Connell had no report.

Commissioner Burry had no report.

Commissioner Pederson had no report.

Commissioner Reisman congratulated Corporal Heuser and K9 Nick for earning first place at the 2026 Treasure Coast Police K9 Competition and commended the Leesburg Police Department for their dedication and service to the community.

Mayor Berry highlighted the Rotary Club's upcoming 100-year anniversary on June 26th and recognized ongoing Alzheimer's awareness efforts, including the "Paint the City Purple" initiative. She thanked attendees of the June 1st downtown event and announced a free 5K run/walk with family activities to be held on June 27th, encouraging community participation and early registration. She noted that funds raised will support local respite care providers and memory care facilities and emphasized the initiative's goal of raising awareness and honoring those affected by Alzheimer's disease.

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 6:07 p.m.

Allyson E. Berry, Mayor

ATTEST:

City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.1.

Meeting Date: June 22, 2026

From: Tracey Dean, (Airport Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Construction Services Agreement with GSB Construction & Development, Inc. for the Commercial Hangar Building project; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the resolution authorizing execution of the Construction Services Agreement with GSB Construction & Development, Inc. for the Commercial Hangar Building project for the amount not to exceed \$1,868,605.00.

Analysis:

The purpose of this contract is to provide for the complete construction of a multi-unit corporate hangar building; (4) 60x60 units. This hangar is the first of four multi-unit buildings to be constructed on approximately 5 acres of land. The Airport Advisory Board unanimously recommended construction of this hangar as the highest priority. The site preparation, including asphalt taxilanes and utility infrastructure, was completed last year.

Procurement Analysis:

On April 23, 2026, bids for IFB No. 26-013-DN, Commercial Hangar Building, were opened and publicly read aloud. The bids were reviewed for responsiveness and conformance with the requirements of the solicitation. Airport Staff has determined that GSB Construction & Development, Inc. is the lowest responsive, responsible, and qualified bidder. A summary of the bids received is provided below:

SUMMARY OF BIDS

Vendor	Total
GSB Construction & Development, Inc.	\$1,868,605.00
Faden Builders, Inc.	\$1,949,687.90
MARBEC Construction CO	\$2,018,800.00
Blackwater Construction Services	\$2,177,366.20
OTC&D Inc.	\$2,354,813.00
AHRENS ENTERPRISES, INC D.B.A AHRENS COMPANIES	\$2,476,671.325
Gray Construction Services	\$2,531,276.00
FSV Construction Company	\$2,531,369.00
Crunch Construction	\$2,611,382.00
Daly & Zilch (Florida) Inc.	\$2,684,980.00
S.A. Casey Construction	\$2,950,000.00
A2 Group, Inc.	\$3,137,288.00
Nichols Contracting, Inc.	\$3,836,635.29

Options:

1. Approve the resolution authorizing execution of the Construction Services Agreement with GSB Construction & Development, Inc.; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The Airport Capital Projects budget includes funds for this project. The Airport accepted an FDOT reimbursable grant in April 2025, which will fund 70% of this project.

Account No.	<u>048-8099-542-6210</u>
Project No.	<u>480002</u>
WF No.	<u>1383898/3</u>
Requisition	<u>58467</u>
Budget	<u>\$1,868,605.00</u>
Available	<u>\$1,868,605.00</u>

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A CONSTRUCTION SERVICES AGREEMENT WITH GSB CONSTRUCTION & DEVELOPMENT, INC. FOR THE COMMERCIAL HANGAR BUILDING PROJECT; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with GSB Construction & Development, Inc., whose address is 3609 Parkway Boulevard, Leesburg, FL 34748, for the Commercial Hangar Building project (IFB) 26-013-DN.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 22nd day of June 2026.

Mayor

ATTEST:

City Clerk



AVCON, INC.
Engineers & Planners

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

April 29, 2026

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

**Reference: Recommendation of Award
Commercial Hangar Building
Leesburg International Airport**

Dear Mrs. Dean:

On April 23, 2026 at 11:00AM, the City received bids on the above-referenced project. A total of thirteen (13) bids were received as follows:

	Bid Total
GSB Construction & Development, Inc.	\$1,868,605.00
Faden Builders, Inc.	\$1,949,687.90
MARBEEK Construction Co.	\$2,018,800.00
Blackwater Construction Services	\$2,177,366.20
OTC&D, Inc.	\$2,354,813.00
Ahrens Enterprises, Inc. dba Ahrens Companies	\$2,476,671.33
Gray Construction Services	\$2,531,276.00
FSV Construction Company	\$2,531,369.00
Crunch Construction	\$2,611,382.00
Daly & Zilch (Florida), Inc.	\$2,684,980.00
S.A. Casey Construction	\$2,950,000.00
A2 Group, Inc.	\$3,137,288.00
Nichols Contracting, Inc.	\$3,836,635.29
Engineer's Estimate	\$1,985,000.00

A detailed Bid Tabulation is attached.

Ms. Tracey Dean
Leesburg International Airport
Commercial Hangar Building
April 24, 2026
Page 2 of 2



The apparent low bidder is **GSB Construction & Development, Inc. (GSB)** whose Total Bid is **\$1,868,605.00**. GSB submitted the required fillable bid forms, including the 5% Bid Security with notarized Power of Attorney, acknowledgement of Addendums 1-3, sub-contractors to be used, and five similar projects ranging from \$242k to 4,4M, etc. GSB's bid appears to be complete and responsive.

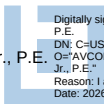
The second lowest bid was from Faden Builders, Inc. (Faden), whose total bid is \$1,949,687.00. Faden submitted the required bid forms, including the 5% Bid Security, acknowledgement of Addendums 1-3, sub-contractors to be used, and three similar projects ranging in value from \$465K to \$6.3M. Faden's bid also appears to be complete and responsive.

Notwithstanding the City's Legal Counsel review, **AVCON** recommends award of the contract to **GSB Construction & Development, Inc.** for the Total Bid amount of **One Million, Eight Hundred Sixty-Eight Thousand, Six Hundred Five Dollars and 00/100 (\$1,868,605.00)**, subject to the availability of funding.

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

Sincerely,

AVCON, INC.

 Digitally signed by Daniel J. Nickols, Jr.,
P.E.
DN: C=US, E=dnickols@avconinc.com,
O="AVCON, Inc.", CN="Daniel J. Nickols,
Jr., P.E."
Reason: I am the author of this document
Date: 2026.04.29 11:46:05-04'00'

Daniel Nickols, P.E.
Associate Vice President

Attachment: Bid Tabulation



LEESBURG INTERNATIONAL AIRPORT
IFB 26-013-DN - COMMERCIAL HANGAR BUILDING
BID TABULATION

				Engineer's Estimate		GSB Construction & Development, Inc.		Faden Builders, Inc.		MARBEK Construction Co.		Blackwater Construction Services		OTC&D, Inc.		Ahrens Enterprises, Inc. dba Ahrens Companies	
Item No.	Description	Unit	Est. Qty.	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	UNCLASSIFIED EXCAVATION	CY	500	\$35.00	\$17,500.00	\$8.25	\$4,125.00	\$20.00	\$10,000.00	\$21.40	\$10,700.00	\$18.02	\$9,010.00	\$12.50	\$6,250.00	\$27.30	\$13,648.00
2	BORROW EXCAVATION	CY	1700	\$50.00	\$85,000.00	\$55.00	\$93,500.00	\$40.00	\$68,000.00	\$42.80	\$72,760.00	\$39.41	\$66,997.00	\$18.00	\$30,600.00	\$75.73	\$128,744.40
3	6" THICK, FIBER REINFORCED CONCRETE PAVEMENT	SY	650	\$46.00	\$29,900.00	\$130.00	\$84,500.00	\$49.38	\$32,099.60	\$96.10	\$62,465.00	\$100.70	\$65,455.00	\$135.00	\$87,750.00	\$109.94	\$71,461.00
4	CONCRETE BOLLARDS	EA	8	\$750.00	\$6,000.00	\$2,000.00	\$16,000.00	\$400.00	\$3,200.00	\$948.05	\$7,584.40	\$901.00	\$7,208.00	\$1,250.00	\$10,000.00	\$371.75	\$2,974.00
5	SODDING	SY	3,300	\$4.50	\$14,850.00	\$4.20	\$13,860.00	\$5.35	\$17,655.00	\$5.72	\$18,890.85	\$6.23	\$20,559.00	\$6.59	\$21,747.00	\$6.28	\$20,726.15
6	2" PET WATER SERVICE LINE, INSTALLED, TESTED, AND COMPLETE	LF	300	\$20.00	\$6,000.00	\$58.00	\$17,400.00	\$35.00	\$10,500.00	\$37.45	\$11,235.00	\$53.00	\$15,900.00	\$83.00	\$24,900.00	\$57.20	\$17,160.00
7	6" DR-18, C-900, HIGH PRESSURE POTABLE WATER MAIN, INSTALLED, TESTED, AND COMPLETE	LF	100	\$50.00	\$5,000.00	\$338.00	\$33,800.00	\$191.00	\$19,100.00	\$204.37	\$20,437.00	\$185.50	\$18,550.00	\$530.00	\$53,000.00	\$205.16	\$20,516.00
8	REDUCED PRESSURE BACK-FLOW PREVENTOR, INSTALLED, AND COMPLETE	EA	4	\$1,500.00	\$6,000.00	\$3,750.00	\$15,000.00	\$2,500.00	\$10,000.00	\$2,675.00	\$10,700.00	\$1,590.00	\$6,360.00	\$3,400.00	\$13,600.00	\$9,212.75	\$36,851.00
9	DOUBLE DETECTOR CHECK VALVE BACK-FLOW PREVENTOR, INSTALLED, AND COMPLETE	EA	1	\$5,000.00	\$5,000.00	\$2,750.00	\$2,750.00	\$31,500.00	\$31,500.00	\$33,705.00	\$33,705.00	\$12,720.00	\$12,720.00	\$15,500.00	\$15,500.00	\$12,915.00	\$12,915.00
10	INSTALL CITY PROVIDED, 2" PVC ELECTRICAL CONDUIT IN TURF, WITH MULE TAPE	LF	300	\$40.00	\$12,000.00	\$10.00	\$3,000.00	\$12.50	\$3,750.00	\$13.38	\$4,012.50	\$26.50	\$7,950.00	\$8.50	\$2,550.00	\$9.67	\$2,900.10
11	4" PVC SANITARY SEWER SERVICE LINE, INSTALLED, TESTED AND COMPLETE	LF	90	\$15.00	\$1,350.00	\$98.00	\$8,820.00	\$20.50	\$1,845.00	\$21.94	\$1,974.15	\$90.10	\$8,109.00	\$65.00	\$5,850.00	\$40.05	\$3,604.05
12	6" PVC, SDR 28, GRAVITY SEWER MAIN, INSTALLED, TESTED AND COMPLETE	LF	230	\$20.00	\$4,600.00	\$115.00	\$26,450.00	\$46.50	\$10,695.00	\$49.76	\$11,443.65	\$41.34	\$9,508.20	\$87.00	\$20,010.00	\$45.66	\$10,502.03
13	STORM DRAIN INLET PROTECTION	EA	7	\$1,000.00	\$7,000.00	\$1,000.00	\$7,000.00	\$500.00	\$3,500.00	\$535.00	\$3,745.00	\$424.00	\$2,968.00	\$450.00	\$3,150.00	\$479.80	\$3,358.60
14	4-UNIT, PRE-ENGINEERED, METAL, COMMERCIAL AIRCRAFT HANGAR, INSTALLED, INSPECTED AND COMPLETE	LS	1	\$1,415,000.00	\$1,415,000.00	\$1,250,000.00	\$1,250,000.00	\$1,336,875.30	\$1,336,875.30	\$1,363,497.40	\$1,363,497.40	\$1,525,075.00	\$1,525,075.00	\$1,779,406.00	\$1,779,406.00	\$1,744,938.00	\$1,744,938.00
15	CONSTRUCTION SAFETY AND PHASING PLAN COMPLIANCE	LS	1	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$21,000.00	\$21,000.00	\$25,000.00	\$25,000.00	\$19,610.00	\$19,610.00	\$14,000.00	\$14,000.00	\$20,252.00	\$20,252.00
16	TEMPORARY AIR & WATER POLLUTION, SOIL EROSION, & SILTATION CONTROL	LS	1.0	\$5,000.00	\$5,000.00	\$2,400.00	\$2,400.00	\$10,000.00	\$10,000.00	\$14,675.05	\$14,675.05	\$7,950.00	\$7,950.00	\$7,500.00	\$7,500.00	\$25,807.00	\$25,807.00
17	PROJECT SURVEY AND STAKEOUT	LS	1	\$12,000.00	\$12,000.00	\$20,000.00	\$20,000.00	\$15,000.00	\$15,000.00	\$9,095.00	\$9,095.00	\$21,200.00	\$21,200.00	\$18,000.00	\$18,000.00	\$12,172.00	\$12,172.00
18	MOBILIZATION (10% MAXIMUM)	LS	1	\$137,800.00	\$137,800.00	\$100,000.00	\$100,000.00	\$194,968.00	\$194,968.00	\$186,880.00	\$186,880.00	\$202,237.00	\$202,237.00	\$91,000.00	\$91,000.00	\$178,142.00	\$178,142.00
19	CITY OF LEESBURG WATER MAIN/LINE INSTALLATION ALLOWANCE	ALLOW	1	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
20	CITY OF LEESBURG ELECTRICAL UTILITIES INSTALLATION ALLOWANCE	ALLOW	1	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00
21	CITY OF LEESBURG SANITARY SEWER LINE INSTALLATION ALLOWANCE	ALLOW	1	\$50,000.00	\$50,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
22	PERMIT AND IMPACT FEES	ALLOW	1	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
BID TOTAL				\$1,985,000.00		\$1,868,605.00		\$1,949,687.90		\$2,018,800.00		\$2,177,366.20		\$2,354,813.00		\$2,476,671.33	

				Gray Construction Services		FSV Construction Company		Crunch Construction		Daly & Zilch (Florida), Inc.		S.A. Casey Construction		A2 Group, Inc.		Nichols Contracting, Inc.	
Item No.	Description	Unit	Est. Qty.	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	UNCLASSIFIED EXCAVATION	CY	500	\$4.75	\$2,375.00	\$65.20	\$32,600.00	\$27.72	\$13,860.00	\$44.39	\$22,195.00	\$20.00	\$10,000.00	\$108.00	\$54,000.00	\$0.00	\$0.00
2	BORROW EXCAVATION	CY	1700	\$16.50	\$28,050.00	\$91.28	\$155,176.00	\$50.40	\$85,680.00	\$29.52	\$50,184.00	\$40.00	\$68,000.00	\$68.00	\$115,600.00	\$66.20	\$112,540.00
3	6" THICK, FIBER REINFORCED CONCRETE PAVEMENT	SY	650	\$96.50	\$62,725.00	\$550.00	\$357,500.00	\$175.00	\$113,750.00	\$86.70	\$56,355.00	\$115.00	\$74,750.00	\$112.00	\$72,800.00	\$96.92	\$62,998.00
4	CONCRETE BOLLARDS	EA	8	\$1,300.00	\$10,400.00	\$600.00	\$4,800.00	\$1,195.00	\$9,560.00	\$1,170.00	\$9,360.00	\$500.00	\$4,000.00	\$1,260.00	\$10,080.00	\$948.05	\$7,584.40
5	SODDING	SY	3,300	\$5.00	\$16,500.00	\$9.30	\$30,690.00	\$6.92	\$22,836.00	\$5.80	\$19,140.00	\$5.35	\$17,655.00	\$5.40	\$17,820.00	\$5.49	\$18,117.00
6	2" PET WATER SERVICE LINE, INSTALLED, TESTED, AND COMPLETE	LF	300	\$10.00	\$3,000.00	\$37.26	\$11,178.00	\$63.00	\$18,900.00	\$72.63	\$21,789.00	\$35.00	\$10,500.00	\$34.50	\$10,350.00	\$50.00	\$15,000.00
7	6" DR-18, C-900, HIGH PRESSURE POTABLE WATER MAIN, INSTALLED, TESTED, AND COMPLETE	LF	100	\$485.00	\$48,500.00	\$838.32	\$83,832.00	\$225.95	\$22,595.00	\$392.80	\$39,280.00	\$191.00	\$19,100.00	\$252.00	\$25,200.00	\$179.32	\$17,932.00
8	REDUCED PRESSURE BACK-FLOW PREVENTOR, INSTALLED, AND COMPLETE	EA	4	\$377.25	\$1,509.00	\$1,491.00	\$5,964.00	\$3,150.00	\$12,600.00	\$3,803.27	\$15,213.08	\$2,500.00	\$10,000.00	\$1,512.00	\$6,048.00	\$1,097.45	\$4,389.80
9	DOUBLE DETECTOR CHECK VALVE BACK-FLOW PREVENTOR, INSTALLED, AND COMPLETE	EA	1	\$17,500.00	\$17,500.00	\$17,698.00	\$17,698.00	\$39,690.00	\$39,690.00	\$19,039.49	\$19,039.49	\$31,500.00	\$31,500.00	\$18,150.00	\$18,150.00	\$11,288.13	\$11,288.13
10	INSTALL CITY PROVIDED, 2" PVC ELECTRICAL CONDUIT IN TURF, WITH MULE TAPE	LF	300	\$8.00	\$2,400.00	\$18.63	\$5,589.00	\$15.63	\$4,689.00	\$9.36	\$2,808.00	\$12.50	\$3,750.00	\$23.50	\$7,050.00	\$8.45	\$2,535.00
11	4" PVC SANITARY SEWER SERVICE LINE, INSTALLED, TESTED AND COMPLETE	LF	90	\$223.00	\$20,070.00	\$46.60	\$4,194.00	\$26.00	\$2,340.00	\$228.07	\$20,526.30	\$20.50	\$1,845.00	\$55.00	\$4,950.00	\$0.00	\$0.00
12	6" PVC, SDR 28, GRAVITY SEWER MAIN, INSTALLED, TESTED AND COMPLETE	LF	230	\$132.00	\$30,360.00	\$74.50	\$17,135.00	\$58.60	\$13,478.00	\$133.88	\$30,792.40	\$46.50	\$10,695.00	\$72.00	\$16,560.00	\$39.91	\$9,179.30
13	STORM DRAIN INLET PROTECTION	EA	7	\$900.00	\$6,300.00	\$466.00	\$3,262.00	\$600.00	\$4,200.00	\$586.76	\$4,107.32	\$500.00	\$3,500.00	\$520.00	\$3,640.00	\$419.08	\$2,933.56
14	4-UNIT, PRE-ENGINEERED, METAL, COMMERCIAL AIRCRAFT HANGAR, INSTALLED, INSPECTED AND COMPLETE	LS	1	\$2,080,087.00	\$2,080,087.00	\$1,383,494.00	\$1,383,494.00	\$1,868,753.00	\$1,868,753.00	\$1,861,808.38	\$1,861,808.38	\$2,200,000.00	\$2,200,000.00	\$2,276,000.00	\$2,276,000.00	\$2,702,920.00	\$2,702,920.00
15	CONSTRUCTION SAFETY AND PHASING PLAN COMPLIANCE	LS	1	\$5,000.00	\$5,000.00	\$9,320.00	\$9,320.00	\$16,000.00	\$16,000.00	\$75,582.00	\$75,582.00	\$30,000.00	\$30,000.00	\$19,000.00	\$19,000.00	\$12,701.84	\$12,701.84
16	TEMPORARY AIR & WATER POLLUTION, SOIL EROSION, & SILTATION CONTROL	LS	1.0	\$5,500.00	\$5,500.00	\$11,081.00	\$11,081.00	\$17,281.00	\$17,281.00	\$18,252.00	\$18,252.00	\$13,715.00	\$13,715.00	\$24,600.00	\$24,600.00	\$22,557.21	\$22,557.21
17	PROJECT SURVEY AND STAKEOUT	LS	1	\$15,000.00	\$15,000.00	\$15,780.00	\$15,780.00	\$10,170.00	\$10,170.00	\$26,793.00	\$26,793.00	\$10,990.00	\$10,990.00	\$22,040.00	\$22,040.00	\$16,137.52	\$16,137.52
18	MOBILIZATION (10% MAXIMUM)	LS	1	\$26,000.00	\$26,000.00	\$232,076.00	\$232,076.00	\$185,000.00	\$185,000.00	\$241,755.03	\$241,755.03	\$280,000.00	\$280,000.00	\$283,400.00	\$283,400.00	\$667,821.53	\$667,821.53
19	CITY OF LEESBURG WATER MAIN/LINE INSTALLATION ALLOWANCE	ALLOW	1	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
20	CITY OF LEESBURG ELECTRICAL UTILITIES INSTALLATION ALLOWANCE	ALLOW	1	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00
21	CITY OF LEESBURG SANITARY SEWER LINE INSTALLATION ALLOWANCE	ALLOW	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
22	PERMIT AND IMPACT FEES	ALLOW	1	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
BID TOTAL				\$2,531,276.00		\$2,531,369.00		\$2,611,382.00		\$2,684,980.00		\$2,950,000.00		\$3,137,288.00		\$3,836,635.29	

Bid Tabulation completed by Daniel Nickols, P.E., Associate Vice President, AVCON, INC.

Daniel J. Nickols, Jr., P.E.

Digitally signed by Daniel J. Nickols, Jr., P.E.
DN: C=US, E=dnickols@avconinc.com, O="AVCON, Inc.",
CN="Daniel J. Nickols, Jr., P.E."
Reason: I am the author of this document
Date: 2025.04.29 11:46:14-04'00'

Signed: _____

CONTRACT
Contract No. AB26013
COMMERCIAL HANGAR BUILDING, LEESBURG INTERNATIONAL AIRPORT

THIS AGREEMENT is made as of the 22nd days of June 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 **GSB Construction & Development, Inc.**, whose address is 3609 Parkway Boulevard, Leesburg, FL 34748 (hereinafter referred to as the "CONTRACTOR").

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

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

- a. This Agreement; and
- b. Invitation for Bid (IFB) 26-013-DN, Commercial Hangar Building, Leesburg International Airport; and
- c. CONTRACTOR response to IFB 26-013-DN included as Exhibit 'A'; and
- d. All addendums; and
- e. Exhibit B – Supplemental Conditions – Construction

2. **Scope of Services.** The CONTRACTOR shall furnish the following services generally described as the "**Commercial Hangar Building, Leesburg International Airport**" to the CITY as listed in Invitation for Bid 26-013-DN. Nothing herein shall limit the CITY's right to obtain these services from other contractors for the same or similar work.

3. **Total Construction Cost.** The CONTRACTOR shall perform the Services for a total price not to exceed **\$1,868,605.00**. The cost of these services shall not exceed this amount unless the CITY has executed a written change order approving any increase in price.

4. **Contingency Usage.** The CONTRACTOR shall not access, obligate, or expend any Contingency funds without the CITY's prior written authorization, which may be granted or withheld at the CITY's sole discretion. As a condition precedent to reimbursement or approval of such expenditures, the CONTRACTOR shall maintain and submit to the CITY a complete and accurate log of all Contingency fund usage, together with full supporting documentation, including but not limited to receipts, contracts, invoices, and written communications, sufficient to verify, itemize, and justify each expenditure. Failure to comply with these requirements shall constitute a material breach of this Agreement and may result in denial of reimbursement and any other remedies available to the CITY.

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

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

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

8. **Commencement and Completion.** The CITY and the CONTRACTOR mutually agree time is of the essence with respect to the dates and times set forth in the Agreement Documents. To that end, the CONTRACTOR will commence work not later than **TWENTY-ONE (21)** continuous calendar days after CITY issues a Notice to Proceed, and will diligently and continuously prosecute the work at such a rate, and with sufficient forces as will allow the CONTRACTOR to achieve Substantial Completion within the number of consecutive calendar days specified in the Project Manual in **Section 80-08 (Failure to Complete On Time)** after the CITY issues a Notice to Proceed. The CONTRACTOR shall achieve Final Completion no later **THIRTY (30)** days after the recorded substantial completion date, subject only to any adjustments in the contract time that may be authorized by change orders properly issued in accordance with the Agreement Documents. In executing this Agreement, CONTRACTOR affirms the time set for completion is reasonable.

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

If the work is not completed in full by the deadline specified, then for each day thereafter on which the work has not been completed, CONTRACTOR shall pay to the CITY liquidated damages in the amount of **ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500)** per calendar day, which CITY is hereby authorized to deduct from the final draw before paying any remaining amount to CONTRACTOR. The parties agree that it would be impossible or extremely difficult to compute the actual damages suffered by the CITY due to late completion of the work, that it is therefore appropriate to provide for liquidated damages in this Contract, and that the amount of liquidated damages specified is reasonable and bears a substantial relationship to the probable amount of actual damages the CITY would suffer, and therefore does not constitute a penalty or forfeiture. CONTRACTOR acknowledges that this provision is material to the CITY and that the Owner would not have entered into this Contract but for this provision and that as a result of the Owner's reliance on this provision, the CONTRACTOR shall be stopped to deny or dispute the validity or enforceability of this liquidated damage clause.

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

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

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

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

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

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

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

either continue the Agreement according to the original contract provisions or to terminate the contract for convenience. In the event that the CITY terminates the contract for default, all finished or unfinished deliverable items under this contract prepared by the CONTRACTOR shall, at the option of the CITY, become CITY property, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding this compensation, the CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of this Agreement, and the CITY may withhold any payment due the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the CITY from such breach can be determined.

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

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

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

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

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

13. **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.

14. **Insurance Requirements.**

- a. Scope of Insurance - The CONTRACTOR shall procure and maintain at its own expense, the following minimum insurance coverage, unless otherwise specified in the Contract Documents.
 - i. All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least A: VII.
 - ii. The CONTRACTOR shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractor's work.
 - iii. The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater.
 - iv. The required insurance shall not limit the liability of the CONTRACTOR. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the CONTRACTOR's interests or liabilities, but are merely required minimums.
 - v. The provisions of the required insurance are subject to the approval of the City's Risk Manager, and upon request, the CONTRACTOR shall make available certified copies of the various policies for inspection.
 - vi. All liability insurance, except professional liability, shall be written on an occurrence basis.
 - vii. The CONTRACTOR waives its right of recovery against the CITY to the extent permitted by its insurance policies.
 - viii. Insurance required of the CONTRACTOR, or any other insurance of the CONTRACTOR shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims which arise out of the agreement, Contract or lease.
- b. Certificate of Insurance - The CONTRACTOR shall provide evidence of required minimum insurance by providing the CITY an ACORD or other Certificate of Insurance in forms acceptable to the Risk Manager for the CITY, before any work under the agreement, Contract or lease begins.
 - i. Except for workers' compensation and professional liability, the CONTRACTOR's insurance policies shall be endorsed to name the City of Leesburg as additional insured to the extent of the agreement, Contract or lease.
 - ii. The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows: City of Leesburg, Attn: Procurement Manager, P.O. Box 490630, Leesburg, Florida 34749-0630.
 - iii. The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
 - iv. The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.

- v. The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.
 - vi. The CONTRACTOR, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the CONTRACTOR's liability coverage(s).
- c. Comprehensive General Liability - The CONTRACTOR shall purchase and maintain Commercial General Liability coverage on forms no more restrictive than the latest editions of the Commercial General Liability policies of the Insurance Services Office (ISO). The Commercial General Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for bodily and personal injury and property damage liability for premises, operations, products and completed operations*, independent Contractors, Contractual liability covering the agreement, Contract or lease, broad form property damage coverage, and property damage resulting from explosion, collapse or underground exposures (x, c, u).
- i. For remodeling and construction projects, the CONTRACTOR shall purchase and maintain products and completed operations coverage for a minimum of three (3) years beyond the CITY's acceptance of the project.
- d. Business Automobile Liability - The CONTRACTOR shall purchase and maintain Business Automobile Liability coverage on forms no more restrictive than the latest editions of the Business Automobile Liability policies of the Insurance Services Office (ISO). The Business Automobile Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for claims for bodily injury and property damage arising from the use of motor vehicles, including on-site and off-site operations, and owned, non-owned and hired vehicles, and employee non-ownership use.
- e. Workers' Compensation - The CONTRACTOR shall purchase and maintain Workers' Compensation insurance for all workers' compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee with \$500,000 policy limit for disease.

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

16. **Indemnification.** The CONTRACTOR agrees to make payment of all proper charges for labor required in the aforementioned work and CONTRACTOR shall indemnify CITY and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished to this project; any failure of performance of CONTRACTOR under this Agreement;

or the negligence of the CONTRACTOR in the performance of its duties under this Agreement, or any act or omission on the part of the CONTRACTOR, his agents, employees, or servants. CONTRACTOR shall defend, indemnify, and save harmless the CITY or any of their officers, agents, or servants and each and every one of them against and from all claims, suits, and costs of every kind and description, including attorney's fees, and from all damages to which the CITY or any of their officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of CONTRACTOR'S duties under this Agreement, or through the negligence of the CONTRACTOR in the performance of its duties under this Agreement, or through any act or omission on the part of the CONTRACTOR, his agents, employees, or servants.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

26. **Independent Contractor.** The CONTRACTOR agrees that he or she is an independent contractor and not an agent, joint venture, or employee of the CITY, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits provided by the CITY to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the CITY to the CONTRACTOR. CONTRACTOR will be responsible for paying his own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. The CONTRACTOR shall be solely and primarily responsible for his and her acts during the performance of this Agreement.

27. **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.

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

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

If to CONTRACTOR: GSB Construction & Development, Inc.
 Dominic Giannini, President
 3609 Parkway Blvd
 Leesburg, FL 34748
 352-748-1949
 dgiannini@gsbconstructioninc.com

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

30. **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.

31. **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.

32. **Approval of Personnel.** The CITY reserves the right to approve the contact person and the persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement. If CITY, in its sole discretion, is dissatisfied with the contact person or the

person or persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement, CITY may require CONTRACTOR assign a different person or persons be designated to be the contact person or to perform the CONTRACTOR services hereunder.

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

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

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

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

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

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

37. **Illegal Alien Labor -** CONTRACTOR shall comply with all provisions of the Federal Immigration and Control Act of 1986 (8 U.S. Code § 1324 a) and any successor federal laws, as well as all provisions of Section 448.09, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. CONTRACTOR

shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into an Agreement with a subcontractor that fails to certify to the CONTRACTOR that the subcontractor complies with the terms stated within. The CONTRACTOR nor any subcontractor employed by him shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. CONTRACTOR agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require same requirement to confirm employment eligibility of all subcontractors.

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

38. **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.

39. **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.

GSB CONSTRUCTION & DEVELOPMENT, INC.

By: 

Printed: DOMINIC GIANNINI

Its: PRESIDENT
(Title)

CITY OF LEESBURG, FLORIDA

Allyson E. Berry, Mayor

ATTEST:

J. Andi Purvis, City Clerk

Approved as to form:

William Watson, City Attorney

Exhibit 'A'

PRICE TABLES

Commercial Hangar Building - Base Bid

Item No.	Spec No.	Description	Quantity	Unit of Measure	Unit Cost	Total
1	P-152	UNCLASSIFIED EXCAVATION	500	CY	\$8.25	\$4,125.00
2	P-152	BORROW EXCAVATION	1700	CY	\$55.00	\$93,500.00
3	P-610	6" THICK, FIBER REINFORCED CONCRETE PAVEMENT	650	SY	\$130.00	\$84,500.00
4	P-610	CONCRETE BOLLARDS	8	EA	\$2,000.00	\$16,000.00
5	T-904	SODDING	3300	SY	\$4.20	\$13,860.00
6	SP-01	2" PET WATER SERVICE LINE, INSTALLED, TESTED, AND COMPLETE	300	LF	\$58.00	\$17,400.00
7	SP-01	6" DR-18, C-900, HIGH PRESSURE POTABLE WATER MAIN, INSTALLED, TESTED, AND COMPLETE	100	LF	\$338.00	\$33,800.00
8	SP-01	REDUCED PRESSURE BACK-FLOW PREVENTOR, INSTALLED, AND COMPLETE	4	EA	\$3,750.00	\$15,000.00
9	SP-01	DOUBLE DETECTOR CHECK VALVE BACK-FLOW PREVENTOR, INSTALLED, AND COMPLETE	1	EA	\$2,750.00	\$2,750.00
10	SP-02	INSTALL CITY PROVIDED, 2" PVC ELECTRICAL CONDUIT IN TURF, WITH MULE TAPE	300	LF	\$10.00	\$3,000.00
11	SP-03	4" PVC SANITARY SEWER SERVICE LINE, INSTALLED, TESTED AND COMPLETE	90	LF	\$98.00	\$8,820.00
12	SP-03	6" PVC, SDR 28, GRAVITY SEWER MAIN, INSTALLED, TESTED AND COMPLETE	230	LF	\$115.00	\$26,450.00
13	---	STORM DRAIN INLET PROTECTION	7	EA	\$1,000.00	\$7,000.00
14	---	4-UNIT, PRE-ENGINEERED, METAL, COMMERCIAL AIRCRAFT HANGAR, INSTALLED, INSPECTED AND COMPLETE	1	LS	\$1,250,000.00	\$1,250,000.00
15	GP-80	CONSTRUCTION SAFETY AND PHASING PLAN COMPLIANCE	1	LS	\$20,000.00	\$20,000.00
16	C-102	TEMPORARY AIR & WATER POLLUTION, SOIL EROSION, & SILTATION CONTROL	1	LS	\$2,400.00	\$2,400.00
17	C-105	PROJECT SURVEY AND STAKEOUT	1	LS	\$20,000.00	\$20,000.00

18	C-105	MOBILIZATION (10% MAXIMUM)	1	LS	\$100,000.00	\$100,000.00
Total						\$1,718,605.00

[illegible]

Exhibit 'B'
SUPPLEMENTAL CONDITIONS – CONSTRUCTION

1. DEFINITIONS

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

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

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

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

2. INSPECTION OF WORK

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

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

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

3. TESTS

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

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

4. TOOLS, PLANT AND EQUIPMENT

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

5. COLLECTION AND DISPOSAL OF WASTE

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

6. BURNING OF DEBRIS

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

7. TEMPORARY TRAFFIC CONTROL (TTC)

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

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

8. PROTECTION AGAINST POLLUTION

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

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

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

9. TEMPORARY FENCING AND BARRICADES

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

10. WORKMANSHIP, MATERIALS, APPLIANCES, AND EMPLOYEES

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

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

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

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

11. GENERAL QUALITY AND STANDARDS

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

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

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

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

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

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

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

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

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

12. PROJECT COORDINATION

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

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

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

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

13. COORDINATION WITH UTILITY COMPANIES

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

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

14. SUPERVISION

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

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

15. CONSTRUCTION SUPERINTENDENT

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

16. WAGE RATES/EQUAL EMPLOYMENT OPPORTUNITY

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

17. SUBCONTRACTS

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

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

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

18. PRE-CONSTRUCTION MEETING

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

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

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

19. ORDER OF COMPLETION

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

20. MATERIALS AND EQUIPMENT SCHEDULES

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

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

21. CONTRACTOR'S REQUESTS FOR INTERPRETATION (RFIs)

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

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

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

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

22. SUBMITTAL REQUIREMENTS OF CONTRACTOR

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

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

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

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

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

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

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

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

23. CHANGES IN THE WORK

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

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

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

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

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

24. DETAIL DRAWINGS AND INSTRUCTIONS

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

25. OWNERSHIP OF DRAWINGS

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

26. SURVEYS, PERMITS AND REGULATIONS

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

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

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

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

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

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

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

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

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

27. ROYALTIES AND PATENTS

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

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

28. PROTECTION OF WORK AND PROPERTY

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

29. DEDUCTIONS FOR UNCORRECTED WORK

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

30. DELAYS AND EXTENSION OF TIME

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

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

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

31. CORRECTION OF WORK BEFORE FINAL PAYMENTS

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

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

32. THE CITY'S RIGHT TO DO WORK

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

33. SUSPENSION OF WORK

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

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

34. REMOVAL OF EQUIPMENT

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

35. USE OF COMPLETED PORTIONS

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

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

36. PROMPT PAYMENT

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

37. APPLICATION FOR PAYMENT

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

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

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

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

38. PAYMENTS WITHHELD

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

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

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

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

39. FINAL PAYMENT APPLICATION

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

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

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

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

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

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

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

40. CONTRACTOR'S CONTINUING OBLIGATION

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

41. DAMAGES

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

42. EQUIPMENT STARTUP

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

43. COMPLETION OF WORK

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

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

44. ACCEPTANCE OF FINISHED WORK

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

45. FINAL CLEAN UP

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

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

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

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

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

46. TREES

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

47. GUARANTY

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

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

48. INDEMNITY

The CONTRACTOR agrees to make payment of all proper charges for labor required in the aforementioned work and defend, indemnify, and save harmless the CITY and Engineer or any of their officers, agents, or servants and each and every one of them against and from all claims, suits, and costs of every kind and description, including attorney's fees, and from all damages to which the CITY and Engineer or any of their officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of CONTRACTOR's duties under the Contract, or through the negligence of the CONTRACTOR in the performance of its duties under this Contract, or through any act or omission on the part of the CONTRACTOR, his agents, employees, or servants or subcontractors.

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

49. ASSIGNMENT

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

50. RIGHTS OF VARIOUS INTERESTS

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

51. SEPARATE CONTRACTS

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

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

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

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

52. LANDS FOR WORK

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

53. ACCESS TO RECORDS

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

54. EXECUTION, CORRELATION AND INTENT OF DOCUMENTS

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

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

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

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

55. CONTRACTOR'S UNDERSTANDING

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

56. FAMILIARITY WITH LAWS

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

57. SALES TAX

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

58. CLARIFICATIONS AND INTERPRETATIONS OF CONTRACT DOCUMENTS

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

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

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

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

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

59. LIMITATIONS ON ENGINEER'S RESPONSIBILITIES

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

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

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

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

60. SAFETY AND PRECAUTION

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

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

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

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

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

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

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

61. RECORD DOCUMENTS

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

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

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

62. PHYSICAL CONDITIONS-UNDERGROUND FACILITIES

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

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

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

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

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

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

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

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

63. PHYSICAL CONDITIONS

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

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

64. REVIEW OF APPLICATION FOR PROGRESS PAYMENT

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

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

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

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

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

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

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

65. SUBSTANTIAL COMPLETION

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

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

66. INSPECTIONS, CORRECTION, REMOVAL OF DEFECTIVE WORK

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

68. ARBITRATION

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

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

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

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

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

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

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

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

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

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

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

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

[End of Supplemental Conditions.]

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.2.

Meeting Date: June 22, 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 Construction Services Agreement with Advanced Roofing Inc. for the roof replacement of Fire Stations 62 and 64 for the amount of \$85,550.00; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the resolution authorizing execution of the Construction Services Agreement with Advanced Roofing, Inc. for the roof replacement of Fire Stations 62 and 64 for the amount of \$85,550.00.

Analysis:

The existing roofing systems at Fire Stations 62 and 64 have reached a point where replacement is necessary to maintain facility integrity. The proposed project includes replacement of the existing roofing systems for Fire Stations 62 and 64.

Completion of this project will improve workplace safety for City personnel, reduce the risk of water intrusion and associated structural deterioration, and protect critical emergency response equipment housed within these facilities. These improvements will help ensure the continued reliability and functionality of the public safety facilities while supporting the uninterrupted delivery of emergency services to the community.

Procurement Analysis:

The proposed roof replacement services will be procured through the piggybacking of Seminole County Public Schools Contract No. 20210067B-CB, which was awarded through a competitive bidding process. In accordance with the contract's terms and conditions, Advanced Roofing, Inc. has submitted a quotation in the amount of \$85,550.00 to provide the required services.

The utilization of this contract provides the City with a cost-effective and efficient procurement method, leverages competitively awarded pricing, ensures compliance with applicable procurement requirements, and facilitates the timely delivery of the project.

Options:

1. Approve the resolution authorizing the execution of the Construction Services Agreement with Advanced Roofing, Inc. for the amount of \$85,550.00; or
2. Provide alternative direction as deemed appropriate by the City Commission.

Fiscal Impact:

The current Capital Projects budget includes funding for Roofing improvements.

Account No.	031-5193-519-6210
Project No.	310051
WF No.	WF1731206/1 & WF1731207/1
Requisition	<u>58631</u>
Budget	\$250,000.00
Available	\$247,105.98

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A CONSTRUCTION SERVICES AGREEMENT WITH ADVANCED ROOFING INC. FOR THE ROOF REPLACEMENT OF FIRE STATIONS 62 AND 64 FOR THE AMOUNT OF \$85,550.00; 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 Advanced Roofing, Inc., whose address is 200 North Star Court, Sanford, FL 32771, for the amount of \$85,550.00.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 22nd day of June 2026.

Mayor

ATTEST:

City Clerk

CONTRACT

FIRE STATION 62 AND 64 ROOF REPLACEMENT

THIS AGREEMENT is made as of the 22nd days of June 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 **Advanced Roofing, Inc.**, whose address is 200 North Star Court, Sanford, FL 32771 (hereinafter referred to as the "CONTRACTOR").

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

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

- a. This Agreement; and
- b. The School Board of Seminole County, FL Contract 20210067B-CB-Roof Repair and Maintenance; and
- c. CONTRACTOR response to Quotation included as Exhibit 'A'; and
- d. All addendums.

2. **Scope of Services.** The CONTRACTOR shall furnish the following services generally described as the "**Fire Station 62 and 64 Roof Replacement**" to the CITY as listed in Exhibit 'A'. Nothing herein shall limit the CITY's right to obtain these services from other contractors for the same or similar work.

3. **Total Construction Cost.** The CONTRACTOR shall perform the Services for a total price not to exceed **\$85,550.00**. The cost of these services shall not exceed this amount unless the CITY has executed a written change order approving any increase in price.

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

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

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

7. **Commencement and Completion.** The CITY and the CONTRACTOR mutually agree time is of the essence with respect to the dates and times set forth in the Agreement Documents. To that end, the CONTRACTOR will commence work not later than **TWENTY-ONE (21)** continuous calendar days after CITY issues a Notice to Proceed, and will diligently and continuously prosecute the work at such a rate, and with sufficient forces, as will allow the CONTRACTOR to achieve Substantial Completion no later than **FORTY-FIVE (45)** continuous calendar days for Fire Station 62 and **NINETY (90)** continuous calendar days for Fire Station 64 after the CITY issues the Notice to Proceed. The CONTRACTOR shall achieve Final Completion no later **THIRTY (30)** days after the recorded substantial completion date, subject only to any adjustments in the contract time that may be authorized by change orders properly issued in accordance with the Agreement Documents. In executing this Agreement, CONTRACTOR affirms the time set for completion is reasonable.

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

If the work is not completed in full by the deadline specified, then for each day thereafter on which the work has not been completed, CONTRACTOR shall pay to the CITY liquidated damages in the amount of **NINE HUNDRED AND FOUR DOLLARS (\$904)** per calendar day, which CITY is hereby authorized to deduct from the final draw before paying any remaining amount to CONTRACTOR. The parties agree that it would be impossible or extremely difficult to compute the actual damages suffered by the CITY due to late completion of the work, that it is therefore appropriate to provide for liquidated damages in this Contract, and that the amount of liquidated damages specified is reasonable and bears a substantial relationship to the probable amount of actual damages the CITY would suffer, and therefore does not constitute a penalty or forfeiture. CONTRACTOR acknowledges that this provision is material to the CITY and that the Owner would not have entered into this Contract but for this provision and that as a result of the Owner's reliance on this provision, the CONTRACTOR shall be stopped to deny or dispute the validity or enforceability of this liquidated damage clause.

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

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

The Performance and Payment Bonds will be equal to 100% of the Agreement amount for services. The cost of the bonds shall be borne by the CONTRACTOR. The bonds shall be written by a qualified Surety firm and through a reputable and responsible surety bond agency

licensed to do business in the State of Florida and Lake County and meet the following requirements:

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

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

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

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

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

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

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

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

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

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

13. **Insurance Requirements.**

- a. **Scope of Insurance** - The CONTRACTOR shall procure and maintain at its own expense, the following minimum insurance coverage, unless otherwise specified in the Contract Documents.
 - i. All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least A: VII.
 - ii. The CONTRACTOR shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractor's work.

- iii. The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater.
 - iv. The required insurance shall not limit the liability of the CONTRACTOR. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the CONTRACTOR's interests or liabilities, but are merely required minimums.
 - v. The provisions of the required insurance are subject to the approval of the City's Risk Manager, and upon request, the CONTRACTOR shall make available certified copies of the various policies for inspection.
 - vi. All liability insurance, except professional liability, shall be written on an occurrence basis.
 - vii. The CONTRACTOR waives its right of recovery against the CITY to the extent permitted by its insurance policies.
 - viii. Insurance required of the CONTRACTOR, or any other insurance of the CONTRACTOR shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims which arise out of the agreement, Contract or lease.
- b. Certificate of Insurance - The CONTRACTOR shall provide evidence of required minimum insurance by providing the CITY an ACORD or other Certificate of Insurance in forms acceptable to the Risk Manager for the CITY, before any work under the agreement, Contract or lease begins.
- i. Except for workers' compensation and professional liability, the CONTRACTOR's insurance policies shall be endorsed to name the City of Leesburg as additional insured to the extent of the agreement, Contract or lease.
 - ii. The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows: City of Leesburg, Attn: Procurement Manager, P.O. Box 490630, Leesburg, Florida 34749-0630.
 - iii. The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
 - iv. The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.
 - v. The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.
 - vi. The CONTRACTOR, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the CONTRACTOR's liability coverage(s).
- c. Comprehensive General Liability - The CONTRACTOR shall purchase and maintain Commercial General Liability coverage on forms no more restrictive than the latest editions of the Commercial General Liability policies of the Insurance Services Office (ISO). The Commercial General Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for bodily and personal injury and property

damage liability for premises, operations, products and completed operations*, independent Contractors, Contractual liability covering the agreement, Contract or lease, broad form property damage coverage, and property damage resulting from explosion, collapse or underground exposures (x, c, u).

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

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

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

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

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

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

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

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

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

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

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

20. Public Records Retention. CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services being provided by CONTRACTOR herein. CONTRACTOR shall provide the public with access to public records on the same terms and conditions that the CITY would provide the

records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. CONTRACTOR shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY by CONTRACTOR in a format that is compatible with the information technology systems of the CITY.

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

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

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

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

Any goods and/or services purchased as a result of this solicitation and/or Agreement may be tested and/or inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the CITY reserves the right to terminate the solicitation or initiate corrective action on the part of the

CONTRACTOR, to include return of any non-compliant goods to the CONTRACTOR at the CONTRACTOR's expense, requiring the CONTRACTOR to either provide a direct replacement for the item, or a full credit for the returned item. The CONTRACTOR shall not assess any additional charge(s) for any conforming action taken by the CITY under this clause. The CITY will not be responsible to pay for any product or service that does not conform to the contract specifications.

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

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

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

25. **Independent Contractor.** The CONTRACTOR agrees that he or she is an independent contractor and not an agent, joint venture, or employee of the CITY, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits provided by the CITY to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the CITY to the CONTRACTOR. CONTRACTOR will be responsible for paying his own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. The CONTRACTOR shall be solely and primarily responsible for his and her acts during the performance of this Agreement.

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

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

28. **Notices.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or

when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail.

If to CONTRACTOR: Advanced Roofing, Inc.
Jason Carruth
200 North Star Court
Sanford, FL 32770
407-509-4190
JasonC@advancedroofing.com

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

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

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

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

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

33. **Warranty.** The CONTRACTOR agrees that, unless expressly stated otherwise in the bid or proposal, the product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the CONTRACTOR

gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the CITY by any other provision of this solicitation.

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

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

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

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

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

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

Agreement by the CITY.

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

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

[Signature page follows.]

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

ADVANCED ROOFING, INC.

By: 

Printed: Jason Caruth

Its: VP
(Title)

CITY OF LEESBURG, FLORIDA

Allyson E. Berry, Mayor

ATTEST:

J. Andi Purvis, City Clerk

Approved as to form:

William Watson, City Attorney

Exhibit 'A'



Florida's Premiere Commercial Roofing Contractor
Committed to Quality

To:
Jim Grindrod
FS 62 Leesburg & FS 64 Okahumpka
501 West Meadow Street Leesburg, FL 34748

Job Name:
City of Leesburg - Fire Station 62 - 418182

Address:
City of Leesburg - Fire Station 62/2014 Griffin Road, Leesburg, FL 34748

Date:
June 5th, 2026

Reference:
FS 62 & 64 Re-roof

We are pleased to submit the following proposal for your consideration on the above referenced premises as follows. We agree to provide all labor, material, tools, equipment and proper insurance with excess liability of twelve (12) million dollars.

SCOPE OF WORK

FS 62 Shingle Tear-Off & Replacement

1. Set up proper OSHA approved safety system in area work is to be performed.
2. Remove existing old edge metal, boots, vents, shingles, underlayment, and re-nail wood decking as required.
3. Install new edge metal, boots, vents, underlayment, and shingles. Shingle/metal color to be from standard architectural colors chosen by Leesburg Facilities Jim Grindrod.
4. Run magnet thoroughly to pick up any loose nails or metal, rake any small trash from perimeters and dispose of.
5. Clean up all ARI related trash and dispose of property.

Note: Shingles and Aluminum to be brown in color.

Quotation for the Sum of \$29,580.00

FS 64 20 Year Warranty TPO Re-cover

1. Set up proper OSHA approved safety system in area work is to be performed.
2. Install custom cut styrene insulation fill panels, 2"x6" wood nailers around perimeter, new TPO clad edge and rake metal and densdeck hardboard cover-board.
3. Remove old gutters and downspouts, shop fabricate and install new.
4. Install 60 mil Carlisle or GAF TPO Rhinobond Induction welded system per manufacturers spec.
5. Provide 2 year labor & material from ARI and 20 year material warranty from manufacturer.
6. Clean up all ARI related trash and dispose of property.

Quotation for the Sum of \$55,970.00

Quotation for Both If Approved Within 14 Days of Each Other \$85,550.00

1. All costs associated with utility line interface with roofing activities are excluded from this proposal. If utilities exist on the roof it is the owner's responsibility to pay for any required utility protection, shutdown, and standby power to allow for ARI to safely execute the project.
2. Recover scope of work contingent upon acceptable moisture survey/bonded uplift test results per local building code requirements.

MATERIAL WARRANTY

20 year guarantee on materials only by GAF

CONTRACTOR'S WARRANTY

Two (2) year guarantee on materials and labor by Advanced Roofing, Inc.

Please note, the quoted price of any selected alternate shall be deemed added to the contract price. If an alternate requires a Preventative Maintenance Agreement with Advanced Roofing, the cost of the Preventative Maintenance Agreement shall also be deemed added to the contract price.

QUOTATION

\$0.00

GRAND TOTAL

QUOTATION

FOR THE SUM OF EIGHTY-FIVE THOUSAND FIVE HUNDRED FIFTY DOLLARS

\$85,550.00

UNIT PRICES

Replace Damaged or Deteriorated Plywood Decking

\$160.00 per 4x8

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.1.

Meeting Date: June 22, 2026

From: Corey Goepfert, (Gas Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Director of the Gas Department to approve discounted gas transactions (prepays) and associated documents under the Gas Services Agreement with Florida Gas Utility, including documents regarding extensions of the term of such transactions in accordance with the agreement; and providing an effective date. (Prepay Gas Directive)

Staff Recommendation:

Staff recommends accepting and approving the Resolution authorizing the director of the Gas Department to approve discounted gas transactions (prepays) and associated documents under the gas service agreement with Florida Gas Utility, including documents regarding extensions of the term of such transactions in accordance with the agreement.

Analysis:

The City of Leesburg is authorizing the director of the Gas Department to approve discounted gas transactions (prepays) and associated documents under the gas services agreement with Florida Gas Utility, including documents regarding extensions of the term of such transaction in accordance with the agreement.

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 AUTHORIZING THE DIRECTOR OF THE GAS DEPARTMENT TO
APPROVE DISCOUNTED GAS TRANSACTIONS (PREPAYS) AND
ASSOCIATED DOCUMENTS UNDER THE GAS SERVICES AGREEMENT
WITH FLORIDA GAS UTILITY, INCLUDING DOCUMENTS REGARDING
EXTENSIONS OF THE TERM OF SUCH TRANSACTIONS IN ACCORDANCE
WITH THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.
(PREPAY GAS DIRECTIVE)**

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

THAT the City Commission hereby authorizes the Director of the Gas Department to approve discounted gas transactions (prepays) and associated documents under the Gas Services Agreement with Florida Gas Utility, including documents regarding extensions of the term of such transactions in accordance with the agreement.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 22nd day of June 2026.

Mayor

ATTEST:

City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.2.

Meeting Date: June 22, 2026

From: Andi Purvis, (City Clerk)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement affecting the property described therein from Arlington Ridge Community Development District; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Resolution accepting a Utility Easement from Arlington Ridge Community Development District.

Analysis:

Arlington Ridge Community Development District is granting a Utility Easement to the City of Leesburg, Florida on the property described in the document.

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 AFFECTING THE
PROPERTY DESCRIBED THEREIN FROM ARLINGTON RIDGE
COMMUNITY DEVELOPMENT DISTRICT; 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 Arlington Ridge Community Development District is hereby accepted.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 22nd day of June 2026.

Mayor

ATTEST:

City Clerk

This instrument prepared by and
after recording return to:

Patrick Collins, Esq.
Kilinski | Van Wyk PLLC
517 E. College Avenue
Tallahassee, Florida 32301

Property Appraiser's Parcel ID:
(Portion of): 14-20-24-0016-G11-00000; 14-20-24-0016-D19-00000; 14-20-24-0016-G12-00000; 14-20-24-0030-00A-00000

General Purpose Utility Easement

UTILITY EASEMENT

THIS INDENTURE, made this 5 day of MAY, 2026, between **ARLINGTON RIDGE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose mailing address is c/o Inframark, LLC, 313 Campus Street, Celebration, Florida 34747, hereinafter referred to as the Grantor, and **THE CITY OF LEESBURG**, a Political Subdivision of the State of Florida, whose address is 501 West Meadow Street, Leesburg, Florida 34748, hereinafter referred to as the Grantee.

WHEREAS, the Grantor owns and holds the following described real property:

**SEE EXHIBIT "A," ATTACHED HERETO AND BY REFERENCE MADE A PART
HEREOF (the "Easement Area").**

AND WHEREAS, the Grantee desires to secure a utility easement in the Easement Area.

AND WHEREAS, the Grantor has agreed to convey the interest in the Easement Area to the Grantee.

NOW, THEREFORE, the Grantor for good and valuable consideration by the Grantee, the receipt whereof is hereby acknowledged, by these presents does grant and convey unto the Grantee, a nonexclusive utility easement over, under, across and through the Easement Area for the following purposes:

THE PURPOSE of this easement is to provide water, reclaimed water and/or wastewater utilities including the reconstructing, excavating, repairing, replacing, removing, operation and maintenance of underground utility lines, and all necessary equipment in connection therewith whether above ground or below ground, together with the right to enter and depart over and upon that portion of Grantor's land as reasonably necessary to effect the purposes of the easement herein granted, and to use and occupy that portion of land as reasonably necessary during reconstruction, replacement, removal, or maintenance of said utility lines for the accommodation of construction equipment and materials, but only over a route as will occasion the least damage and inconvenience

to Grantor and with the duty to restore any such routes to the condition existing immediately prior to Grantee's use thereof.

Grantee shall reconstruct the improvements in the Easement Area in a good and workmanlike manner and shall keep the Easement Area free of all liens and encumbrances in connection therewith. Grantee shall maintain the improvements in good condition and repair, at Grantee's sole cost and expense. Grantee shall be solely responsible for any injury to property or persons resulting from Grantee's use of the Easement Area and to the extent permitted by law shall hold Grantor harmless therefrom, except to the extent caused by Grantor's use of the Easement Area.

Grantor shall not alter, or allow the alteration of, the Easement Area in any way that would impair Grantee's rights or ability to use the Easement Area for its intended purpose. Grantor shall not construct any permanent structures or perform any activities in the Easement Area that would impede Grantee's access to or use of the Easement Area for the purposes stated herein. To the extent that Grantor's activities impede Grantee's use of the Easement Area, Grantor shall remove or restore the subject property to useable condition at Grantor's expense.

TO HAVE AND TO HOLD the same with all and singular the appurtenances thereunto belonging or in anywise appertaining to the granting of this easement in law or equity to only the proper use and benefit of the Grantee, or its successors or assigns.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed in its name by its proper officer thereunto duly authorized the day and year first above written.

*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SEE NEXT PAGE FOR SIGNATURES*

IN WITNESS WHEREOF, the Grantor has caused these presents to be duly executed on the date first set forth above.

Signed, sealed, and delivered in the presence of:

GRANTOR:

ARLINGTON RIDGE COMMUNITY
DEVELOPMENT DISTRICT, a local unit of
special purpose local government established
under Chapter 190, Florida Statutes

[Signature]
Witness 1 Signature

LEE CRAFFIUS
Witness 1 Printed Name

By: [Signature]
Robert Hoover, Chairperson

4463 ARLINGTON RIDGE BLD.
Witness 1 Address

LEESBURG FL 34748
Witness 1 Address

[Signature]
Witness 2 Signature

JOHN THOMASEC
Witness 2 Printed Name

4463 ARLINGTON RIDGE BLD.
Witness 2 Address

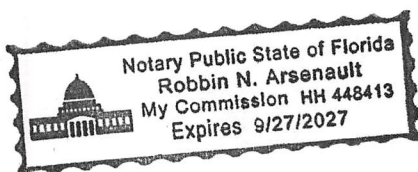
LEESBURG FL 34748
Witness 2 Address

STATE OF FLORIDA
COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5 day of May, 2026, by Robert Hoover, as Chairperson of ARLINGTON RIDGE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose local government established under Chapter 190, Florida Statutes, on behalf of said entity. Said person ☐ is personally known to me or ☐ has produced FL DL as identification.

(NOTARY STAMP OR SEAL)

[Signature]
Notary Public



Acceptance by Grantee:

Signed, sealed, and delivered in the presence
of:

GRANTEE:

CITY OF LEESBURG, FLORIDA,
municipality organized and existing in
accordance with the laws of the State of Florida

Witness 1 Signature

Witness 1 Printed Name

Witness 1 Address

Witness 1 Address

Witness 2 Signature

Witness 2 Printed Name

Witness 2 Address

Witness 2 Address

By: _____

Print Name: _____

As Its: _____

STATE OF FLORIDA
COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization, this 5 day of May, 2026, by
_____, as _____ of the City of Leesburg, Florida, a
Florida municipal corporation, on behalf of said entity. Said person ☐ is personally known to me
or ☐ has produced _____ as identification.

(NOTARY STAMP OR SEAL)

Notary Public

EXHIBIT "A":
Easement Area

LEGAL DESCRIPTION

NOT A SURVEY

A PARCEL OF LAND LYING IN TRACTS G11, Q, K, AND D19, ARLINGTON RIDGE PHASE I-B, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 55, PAGES 80 THROUGH 96, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN SECTION 22, TOWNSHIP 20 SOUTH, RANGE 24 EAST, CITY OF LEESBURG, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST WESTERLY CORNER OF SAID ARLINGTON RIDGE PHASE I-B AND THE NORTHEAST CORNER OF TRACT L, MANOR OAKS, AS RECORDED IN PLAT BOOK 89, PAGES 26 THROUGH 31, OF SAID PUBLIC RECORDS, THENCE RUN SOUTH 59°23'09" EAST ALONG THE NORTHEASTERLY LINE OF SAID TRACT L AND THE SOUTHWESTERLY LINE OF SAID ARLINGTON RIDGE PHASE I-B FOR A DISTANCE OF 445.63 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTHEASTERLY AND SOUTHWESTERLY LINE RUN NORTH 57°06'07" EAST FOR A DISTANCE OF 2.66 FEET; THENCE RUN NORTH 30°56'39" EAST FOR A DISTANCE OF 152.78 FEET; THENCE RUN NORTH 69°09'43" EAST FOR A DISTANCE OF 12.85 FEET; THENCE RUN SOUTH 72°36'26" EAST FOR A DISTANCE OF 69.56 FEET; THENCE RUN SOUTH 50°41'14" EAST FOR A DISTANCE OF 25.40 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 328.25 FEET, WITH A CHORD BEARING OF NORTH 81°25'32" EAST, AND A CHORD DISTANCE OF 137.18 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 24°07'21" FOR A DISTANCE OF 138.20 FEET TO A POINT ON A NON TANGENT LINE; THENCE RUN NORTH 62°51'28" EAST FOR A DISTANCE OF 160.11 FEET TO A POINT LYING ON THE WESTERLY RIGHT OF WAY LINE OF ARLINGTON RIDGE BOULEVARD, ARLINGTON RIDGE PHASE 3A, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 68, PAGES 89 THROUGH 91, OF SAID PUBLIC RECORDS, SAID POINT LYING ON A NON TANGENT CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 250.00 FEET, WITH A CHORD BEARING OF SOUTH 30°51'24" EAST, AND A CHORD DISTANCE OF 20.04 FEET; THENCE RUN SOUTHEASTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°35'40" FOR A DISTANCE OF 20.05 FEET TO A NON TANGENT LINE; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE RUN SOUTH 62°51'28" WEST FOR A DISTANCE OF 162.53 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 348.25 FEET, WITH A CHORD BEARING OF SOUTH 81°52'11" WEST, AND A CHORD DISTANCE OF 153.07 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25°23'24" FOR A DISTANCE OF 154.33 FEET TO A POINT ON A NON TANGENT LINE; THENCE RUN NORTH 50°41'14" WEST FOR A DISTANCE OF 27.89 FEET; THENCE RUN NORTH 72°36'26" WEST FOR A DISTANCE OF 58.11 FEET; THENCE RUN SOUTH 30°56'39" WEST FOR A DISTANCE OF 147.48 FEET TO AFORESAID NORTHEASTERLY LINE OF TRACT L AND AFORESAID SOUTHWESTERLY LINE OF ARLINGTON RIDGE PHASE I-B; THENCE RUN NORTH 59°23'09" WEST ALONG SAID NORTHEASTERLY AND SOUTHWESTERLY LINE FOR A DISTANCE OF 21.17 FEET TO THE POINT OF BEGINNING.

CONTAINING 11,214 SQUARE FEET OR 0.257 ACRES, MORE OR LESS.

SHEET 1 OF 3
SEE SHEET 2-3 FOR SKETCH OF
DESCRIPTION & LINE TABLES



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SURVEYOR'S NOTES:

1. THIS LEGAL DESCRIPTION AND SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER OR AN ELECTRONIC SIGNATURE THAT IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE 5J-17.062.
2. BEARINGS SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM EAST ZONE NORTH AMERICAN DATUM (NAD) OF 1983 WITH 2011 ADJUSTMENT AND DERIVING A BEARING BASED ON THE NORTHEASTERLY LINE OF MANOR OAKS, PLAT BOOK 89, PAGES 26 THROUGH 31 AS BEING SOUTH 59°23'09" EAST.
3. THIS LEGAL DESCRIPTION WAS PREPARED WITHOUT THE BENEFIT OF TITLE.
4. DELINEATION OF THE LANDS SHOWN HEREON ARE AS PER THE CLIENT'S INSTRUCTIONS.
5. THE RECORDING INFORMATION SHOWN HEREON WAS OBTAINED FROM THE LAKE COUNTY PUBLIC ACCESS WEBSITE.

JOB #: 20230252

CALC BY: KS

DATE: 4/7/2026

DRAWN BY: KS

SCALE: 1" = 40'

CHECKED BY: DY

FOR THE LICENSED BUSINESS #8627 BY:

JAMES L. RICKMAN, PSM #5633

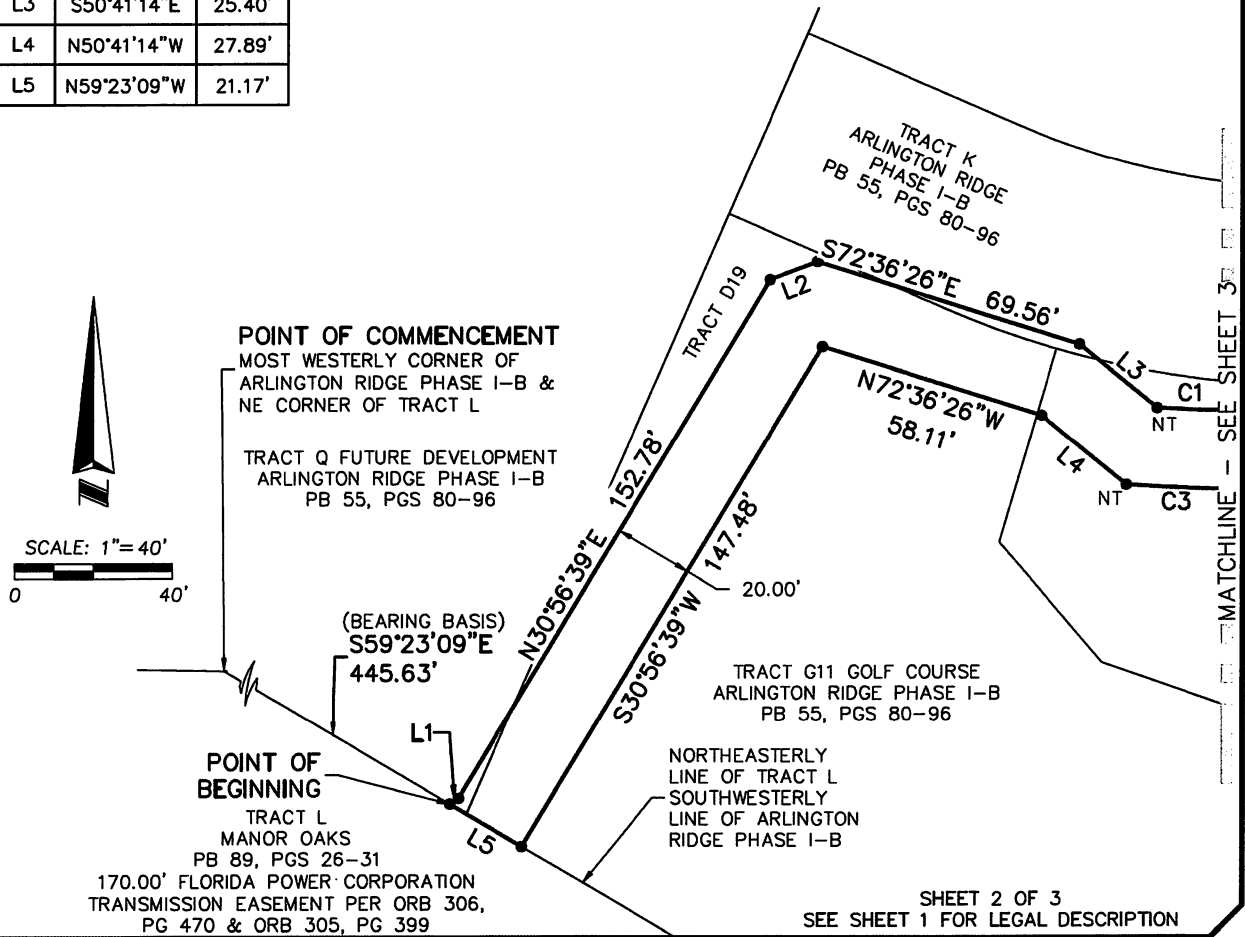
Drawing name: L:\Data\20230252\Sketches\20230252 Sketch 6 - ARLINGTON WM Portion 1

SKETCH OF DESCRIPTION

NOT A SURVEY

LINE TABLE		
LINE	BEARING	LENGTH
L1	N57°06'07"E	2.66'
L2	N69°09'43"E	12.85'
L3	S50°41'14"E	25.40'
L4	N50°41'14"W	27.89'
L5	N59°23'09"W	21.17'

CURVE TABLE					
CURVE	RADIUS	CHORD BEARING	CHORD	DELTA	LENGTH
C1	328.25'	N81°25'32"E	137.18'	024°07'21"	138.20'
C3	348.25'	S81°52'11"W	153.07'	025°23'24"	154.33'



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SYMBOL AND ABBREVIATION LEGEND:

- CHANGE IN DIRECTION
- LB LICENSED BUSINESS
- PSM PROFESSIONAL SURVEYOR AND MAPPER
- ORB OFFICIAL RECORDS BOOK
- PB PLAT BOOK

PG(S) PAGE(S)
NT NON TANGENT

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SCALE: 1" = 40'

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DRAWN BY: KS
CHECKED BY: DY

Drawing name: L:\Data\20230252\Sketches\20230252 Sketch 6 - ARLINGTON WM Portion

SKETCH OF DESCRIPTION

NOT A SURVEY



SCALE: 1"=40'
0 40'

MATCHLINE - SEE SHEET 2

TRACT K
ARLINGTON RIDGE
PHASE I-B
PB 55, PGS 80-96

WESTERLY RIGHT
OF WAY LINE

ARLINGTON RIDGE
BOULEVARD
50' RIGHT OF WAY
PB 68, PGS 89-91

LOT 727
ARLINGTON RIDGE
PHASE 3A
PB 68, PGS 89-91

TRACT D19 WATER MANAGEMENT
ARLINGTON RIDGE PHASE I-B
PB 55, PGS 80-96

CURVE TABLE					
CURVE	RADIUS	CHORD BEARING	CHORD	DELTA	LENGTH
C1	328.25'	N81°25'32"E	137.18'	024°07'21"	138.20'
C2	250.00'	S30°51'24"E	20.04'	004°35'40"	20.05'
C3	348.25'	S81°52'11"W	153.07'	025°23'24"	154.33'

SHEET 3 OF 3
SEE SHEET 1 FOR LEGAL DESCRIPTION



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SYMBOL AND ABBREVIATION LEGEND:

●	CHANGE IN DIRECTION	PG(S) PAGE(S)
LB	LICENSED BUSINESS	NT NON TANGENT
PSM	PROFESSIONAL SURVEYOR AND MAPPER	
ORB	OFFICIAL RECORDS BOOK	
PB	PLAT BOOK	

JOB #: 20230252
DATE: 4/7/2026
SCALE: 1" = 40'

CALC BY: KS
DRAWN BY: KS
CHECKED BY: DY

Drawing name: L:\Data\20230252\Sketches\20230252 Sketch 6 - ARLINGTON WM Portion 3

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.1.

Meeting Date: June 22, 2026

From: Dan Miller, (Planning and Zoning Director), Kandi Harper, (Deputy Director Planning & Zoning)

Subject: An Ordinance of the City of Leesburg, Florida, amending the boundaries for the County Road 33 Community Development District established pursuant to Ordinance 23-58; providing a severability clause; addressing conflicts; and providing an effective date. (CR 33 CDD Expansion)

Staff Recommendation:

Staff recommends approval of the request to expand the CR-33 CDD Boundary.

Analysis:

The County Road 33 Community Development District (CDD) is requesting to expand the overall acreage of the current CDD boundary. This would increase the overall size of the CDD by 702.307 +/- acres, from 441.153 +/- acres to 1,143.46 +/- acres. The general location of these properties is south of the Florida Turnpike and east and west of County Road 33. The current boundary of the CR 33 CDD District encompasses the Preservation Place plus Phases 1 and 2 of the Banning Ranch subdivision. The revised land area adds the Terra Vista subdivision and Banning Ranch Phases 3, 4, and 5. All of these projects are planned unit development subdivisions.

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

Procurement Analysis:

N/A

Options:

1. Approve the Ordinance to expand the CR 33 CDD Boundary as presented, or;
2. Other such action as the Commission may choose.

Fiscal Impact:

There is no anticipated fiscal impact related to this request.

ORDINANCE NO. 26-__

**AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, AMENDING
THE BOUNDARIES OF THE COUNTY ROAD 33 COMMUNITY
DEVELOPMENT DISTRICT ESTABLISHED PURSUANT TO
ORDINANCE 23-58; PROVIDING A SEVERABILITY CLAUSE;
ADDRESSING CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, effective October 9, 2023, and pursuant to Chapter 190, Florida Statutes, the City Commission for the City of Leesburg, Florida ("**City**"), previously adopted Ordinance No. 23-58 establishing the County Road 33 Community Development District ("**District**"); and

WHEREAS, the District has petitioned the City to adopt an ordinance amending the boundaries of District pursuant to Chapter 190, Florida Statutes ("**Boundary Amendment**"); and

WHEREAS, the City, in determining whether to amend the District's boundaries, has considered and finds that all statements contained in the *Petition to Amend the Boundaries of the County Road 33 Community Development District* ("**Petition**") are true and correct; and

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

WHEREAS, a public hearing has been conducted by the City on April 27, 2026, in accordance with the requirements and procedures of Section 190.046, *Florida Statutes*, and all interested persons and affected units of general-purpose local government were afforded an opportunity to present oral and written comments on the Petition at said duly noticed public hearing; and

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

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

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

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

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

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

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

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

SECTION 2: EXTERNAL BOUNDARIES OF THE DISTRICT, AS AMENDED. The external boundaries of the District, as amended, are described in **Exhibit A** attached hereto, the overall boundaries containing 1,143.46 acres of land, more or less, as described therein.

SECTION 3: SEVERABILITY. If any provision of this Ordinance, or the application thereof, is finally determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be deemed to be severable and the remaining provisions shall continue in full force and effect provided that the invalid, illegal or unenforceable provision is not material to the logical and intended interpretation of this Ordinance.

SECTION 4: CONFLICTING ORDINANCES. Except to the extent expressly stated herein, Ordinance No. 23-58 remains in full force and effect. All other ordinances or part thereof, in conflict herewith are, to the extent of such conflict, repealed.

SECTION 5: EFFECTIVE DATE. This Ordinance shall take effect upon its passage and adoption pursuant to general law.

[SIGNATURE PAGE TO FOLLOW]

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the _____ day of _____, 2026.

THE CITY OF LEESBURG, FLORIDA

BY: _____
Mayor

Attest: _____
City Clerk

EXHIBIT A

COUNTY ROAD 33 CDD

LEGAL DESCRIPTION OF THE EXTERNAL BOUNDARIES OF THE DISTRICT, AS AMENDED

[PRESERVATION PLACE FORMALLY KNOWN AS BATTAGLIA PHASE 1 & 2]

A TRACT OF LAND, BEING A PORTION OF SECTIONS 34 AND 35, TOWNSHIP 20 SOUTH, RANGE 24 EAST, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 34, FOR A POINT OF BEGINNING; THENCE RUN NORTH 89°06'19" WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34, A DISTANCE OF 2217.33 FEET TO A POINT LYING ON THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 33; THENCE RUN NORTH 03°00'00" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 2654.12 FEET TO A POINT LYING ON THE ORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, RUN SOUTH 89°11'01" EAST, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34, A DISTANCE OF 2381.52 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF AFORESAID SECTION 35; THENCE RUN NORTH 00°32'58" EAST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 35, A DISTANCE OF 661.79 FEET TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 35; THENCE RUN SOUTH 89°09'01" EAST, ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 35, A DISTANCE OF 353.31 FEET TO A POINT LYING ON THE WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF SUNSHINE STATE PARKWAY (FLORIDA TURNPIKE); THENCE RUN SOUTH 42°27'02" EAST, ALONG SAID WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE, 3065.67 FEET TO A POINT LYING ON THE WESTERLY LINE OF THE LESS OUT PARCEL OF THAT CERTAIN SPECIAL WARRANTY DEED, AS RECORDED IN OFFICIAL RECORDS BOOK 3608, PAGE 2310 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE, RUN ALONG THE WESTERLY, SOUTHERLY AND EASTERLY LINES OF SAID LESS OUT PARCEL, THE FOLLOWING THREE (3) COURSES; SOUTH 08°04'44" WEST, 600.52 FEET; THENCE RUN SOUTH 81°55'16" EAST, 399.97 FEET; THENCE RUN NORTH 08°04'44" EAST, 271.15 FEET; TO A POINT LYING ON AFORESAID WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF SUNSHINE STATE PARKWAY (FLORIDA TURNPIKE); THENCE RUN SOUTH 42°27'02" EAST, ALONG SAID WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE, 968.19 FEET TO A POINT LYING ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35; THENCE DEPARTING SAIS WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE, RUN NORTH 89°09'16" WEST, ALONG SAID SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 35, A DISTANCE OF 805.52 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 35; THENCE RUN NORTH 89°09'16" WEST, ALONG THE

SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35, A DISTANCE OF 2652.27 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND LIES IN **THE CITY OF LEESBURG**, LAKE COUNTY, FLORIDA, AND CONTAINS 280.795 ACRES MORE OR LESS.

AND ALSO INCLUDING

[BANNING RANCH - PHASES 1 & 2]

A TRACT OF LAND, BEING ALL THE LAND, DESCRIBED IN THAT CERTAIN WARRANTY DEED, AS RECORDED IN OFFICIAL RECORDS BOOK 5771, PAGE 619 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING SECTIONS 33 AND 34, TOWNSHIP 20 SOUTH, RANGE 24 EAST, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 33, FOR A POINT OF REFERENCED; THENCE RUN NORTH 00°44'31" EAST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 1324.63 FEET TO THE POINT OF BEGINNING; SAID POINT LIES ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33, SAID POINT ALSO LIES ON THE NORTH LINE OF THE PLAT OF HAMMOCK GROVE ESTATES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 40, PAGES 30 THROUGH 33 OF SAID PUBLIC RECORDS; THENCE RUN NORTH 89°14'25" WEST, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 585.00 FEET TO A POINT LYING ON THE WEST LINE OF THE EAST 585.00 FEET OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°44'31" EAST, ALONG SAID WEST LINE OF THE EAST 585.00 FEET OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 1324.55 FEET TO A POINT LYING ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33; THENCE RUN NORTH 89°14'54" WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 736.10 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33; THENCE RUN NORTH 00°43'40" EAST, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 1318.51 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33 SAID POINT ALSO LIES ON THE SOUTH LINE OF THE PLAT OF CLEARWATER RESERVE PHASE I, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 57, PAGES 89 THROUGH 94 OF SAID PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 89°18'37" EAST, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33 AND ALONG THE SOUTH LINE OF SAID PLAT OF CLEARWATER RESERVE PHASE I, A DISTANCE OF 1322.17 FEET

TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF AFORESAID SECTION 34; THENCE RUN SOUTH 89°12'27" EAST, ALONG THE NORTH LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 34, A DISTANCE OF 2651.75 FEET TO THE NORTHEAST CORNER OF SAID SOUTH HALF; THENCE RUN SOUTH 89°14'54" EAST, 105.76 FEET TO A POINT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 33 (66' WIDE RIGHT-OF-WAY); THENCE RUN SOUTH 03°00'00" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 662.02 FEET; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, RUN NORTH 89°12'55" WEST, 149.28 FEET TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34; THENCE RUN NORTH 89°13'54" WEST, ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34, A DISTANCE OF 1325.84 FEET TO THE NORTH WEST CORNER OF SAID SOUTH HALF; THENCE RUN SOUTH 00°46'39" WEST, ALONG THE WEST LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34, A DISTANCE OF 659.41 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34; THENCE RUN SOUTH 00°45'19" WEST, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34, A DISTANCE OF 1324.23 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34; THENCE RUN NORTH 89°12'03" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34, A DISTANCE OF 1325.63 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND LIES IN **THE CITY OF LEESBURG**, LAKE COUNTY, FLORIDA, AND CONTAINS 160.358 ACRES MORE OR LESS.

AND ALSO INCLUDING

[BANNING RANCH – PHASE 3]

A PARCEL OF LAND BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6258, PAGE 2401 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN SECTION 33, TOWNSHIP 20 SOUTH, RANGE 24 EAST; BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST QUARTER CORNER OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 24 EAST FOR A POINT OF REFERENCE; THENCE RUN SOUTH 89°13'40" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33, A DISTANCE OF 761.60 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°13'40" EAST, ALONG SAID NORTH LINE, 560.80 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 33; THENCE RUN NORTH 00°38'34" EAST, ALONG SAID WEST LINE, 2634.89 FEET TO A POINT ON THE NORTH LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 33; THENCE RUN SOUTH 89°09'21" EAST,

ALONG SAID NORTH LINE, 1324.17 FEET TO A POINT ON THE EAST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 33; THENCE RUN SOUTH 00°40'52" WEST, ALONG SAID EAST LINE, 1317.08 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 33; THENCE RUN SOUTH 89°18'37" EAST, ALONG SAID NORTH LINE, 1322.17 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33; THENCE RUN SOUTH 00°43'40" WEST, ALONG SAID EAST LINE, 1318.51 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 33; THENCE RUN SOUTH 89°14'54" EAST, ALONG SAID NORTH LINE, 736.10 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 33; THENCE RUN SOUTH 00°44'31" WEST, ALONG SAID EAST LINE, 1324.55 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 33; THENCE RUN NORTH 89°14'25" WEST, ALONG SAID SOUTH LINE, 735.68 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 33; THENCE RUN SOUTH 00°43'14" WEST, ALONG SAID WEST LINE, 1324.35 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33; THENCE RUN NORTH 89°13'41" WEST, ALONG SAID SOUTH LINE, 984.82 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°46'19" EAST, 362.37 FEET; THENCE RUN NORTH 11°19'36" WEST, 488.35 FEET; THENCE RUN NORTH 84°17'16" WEST, 661.70 FEET; THENCE RUN NORTH 16°03'16" EAST, 266.54 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE WESTERLY; THENCE RUN NORTHERLY ALONG SAID CURVE, HAVING A RADIUS OF 345.00 FEET, A CENTRAL ANGLE OF 14°07'13", AN ARC LENGTH OF 85.02 FEET, A CHORD LENGTH OF 84.81 FEET AND A CHORD BEARING OF NORTH 08°59'39" EAST TO A POINT OF TANGENCY; THENCE RUN NORTH 01°56'03" EAST, 18.77 FEET; THENCE RUN NORTH 88°03'57" WEST, 120.00 FEET; THENCE RUN SOUTH 01°56'03" WEST, 6.21 FEET; THENCE RUN NORTH 88°03'57" WEST, 50.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY; THENCE RUN NORTHWESTERLY ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 85°48'03", AN ARC LENGTH OF 37.44 FEET, A CHORD LENGTH OF 34.04 FEET AND A CHORD BEARING OF NORTH 40°57'59" WEST TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY; THENCE RUN NORTHWESTERLY ALONG SAID REVERSE CURVE, HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 09°55'15", AN ARC LENGTH OF 56.27 FEET, A CHORD LENGTH OF 56.20 FEET AND A CHORD BEARING OF NORTH 78°54'22" WEST; THENCE RUN NORTH 73°56'44" WEST, 122.10 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF SOUTH 61°03'16" WEST; THENCE RUN NORTH 73°56'44" WEST, 50.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY; THENCE RUN NORTHWESTERLY ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A

CHORD BEARING OF NORTH 28°56'44" WEST; THENCE RUN NORTH 16°03'16" EAST, 50.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHWEST; THENCE RUN NORTHEASTERLY ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF NORTH 61°03'16" EAST TO A POINT OF TANGENCY; THENCE RUN NORTH 16°03'16" EAST, 95.00 FEET; THENCE RUN NORTH 73°56'44" WEST, 190.00 FEET; THENCE RUN NORTH 11°01'08" WEST, 121.31 FEET; THENCE RUN NORTH 72°12'39" WEST, 651.92 FEET; THENCE RUN NORTH 36°53'26" WEST, 512.29 FEET; THENCE RUN NORTH 00°00'00" EAST, 378.84 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL LIES IN THE CITY OF LEESBURG, LAKE COUNTY FLORIDA AND CONTAINS 265.508 ACRES, MORE OR LESS

AND ALSO INCLUDING

[BANNING RANCH – PHASE 4]

A PARCEL OF LAND BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6258, PAGE 2401 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN SECTIONS 32 AND 33, TOWNSHIP 20 SOUTH, RANGE 24 EAST; BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST QUARTER CORNER OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 24 EAST FOR THE POINT OF BEGINNING; THENCE RUN SOUTH 89°13'40" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33, A DISTANCE OF 761.60 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°00'00" EAST, 378.84 FEET; THENCE RUN SOUTH 36°53'26" EAST, 512.29 FEET; THENCE RUN SOUTH 72°12'39" EAST, 651.92 FEET; THENCE RUN SOUTH 11°01'08" EAST, 121.31 FEET; THENCE RUN SOUTH 73°56'44" EAST, 190.00 FEET; THENCE RUN SOUTH 16°03'16" WEST, 95.00 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF SOUTH 61°03'16" WEST; THENCE RUN SOUTH 16°03'16" WEST, 50.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF SOUTH 28°56'44" EAST; THENCE RUN SOUTH 73°56'44" EAST, 50.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF NORTH 61°03'16" EAST TO A POINT OF TANGENCY; THENCE RUN SOUTH 73°56'44" EAST,

122.10 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 09°55'15", AN ARC LENGTH OF 56.27 FEET, A CHORD LENGTH OF 56.20 FEET AND A CHORD BEARING OF SOUTH 78°54'22" EAST TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY ALONG SAID REVERSE CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 85°48'03", AN ARC LENGTH OF 37.44 FEET, A CHORD LENGTH OF 34.04 FEET AND A CHORD BEARING OF SOUTH 40°57'59" EAST; THENCE RUN SOUTH 88°03'57" EAST, 50.00 FEET; THENCE RUN NORTH 01°56'03" EAST, 6.21 FEET; THENCE RUN SOUTH 88°03'57" EAST, 120.00 FEET; THENCE RUN SOUTH 01°56'03" WEST, 18.77 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE WESTERLY; THENCE RUN SOUTHERLY ALONG SAID CURVE, HAVING A RADIUS OF 345.00 FEET, A CENTRAL ANGLE OF 14°07'13", AN ARC LENGTH OF 85.02 FEET, A CHORD LENGTH OF 84.81 FEET AND A CHORD BEARING OF SOUTH 08°59'39" WEST TO A POINT OF TANGENCY; THENCE RUN SOUTH 16°03'16" WEST, 266.54 FEET; THENCE RUN SOUTH 84°17'16" EAST, 661.70 FEET; THENCE RUN SOUTH 11°19'36" EAST, 488.35 FEET; THENCE RUN SOUTH 00°46'19" WEST, 362.37 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33; THENCE RUN NORTH 89°13'41" WEST, ALONG SAID SOUTH LINE, 335.37 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 33; THENCE RUN NORTH 89°10'09" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33, A DISTANCE OF 2640.38 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 33; THENCE RUN NORTH 89°20'19" WEST, ALONG THE SOUTH LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF AFORESAID SECTION 32, A DISTANCE OF 1327.91 FEET TO THE WEST LINE OF SAID EAST HALF; THENCE RUN NORTH 00°40'48" EAST, ALONG SAID WEST LINE, 2648.08 FEET TO THE NORTH LINE OF SAID EAST HALF; THENCE RUN SOUTH 89°16'25" EAST, ALONG SAID NORTH LINE, 1324.54 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL LIES IN THE CITY OF LEESBURG, LAKE COUNTY FLORIDA AND CONTAINS 198.403 ACRES, MORE OR LESS

AND ALSO INCLUDING

[BANNING RANCH – PHASE 5]

A TRACT OF LAND, LYING IN SECTION 32, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 24 EAST, FOR A POINT OF BEGINNING; THENCE RUN North 89°19'52" West, 3754.41 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 48 PER RIGHT-OF-WAY MAP PROJECT 1029, ROAD 2; THENCE RUN North 29°02'04" East, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE,

1749.96 FEET; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, RUN North 84°12'41" East, 391.52 FEET; THENCE RUN South 73°31'36" East, 666.20 FEET; THENCE RUN South 58°53'42" East, 656.86 FEET; THENCE RUN North 79°49'04" East, 1351.03 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF AFORESAID SECTION 32 THENCE RUN SOUTH 00°40'48" WEST, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 32, A DISTANCE OF 1324.04 FEET TO the POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND, LIES IN THE CITY OF LEESBURG, LAKE COUNTY, FLORIDA AND CONTAINS 103.141 ACRES MORE OR LESS.

AND ALSO INCLUDING

[TIERRA VISTA]

A TRACT OF LAND BEING A PORTION OF SECTION 27 AND A PORTION OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 24 EAST LYING EAST OF FLORIDA DEPARTMENT OF TRANSPORTATION, COUNTY ROAD 33 RIGHT OF WAY MAP 11020(3) AND WESTERLY OF THE FLORIDA STATE TURNPIKE AUTHORITY, SUNSHINE STATE PARKWAY, PROJECT NO. 2 RIGHT OF WAY MAP, SECTION 11020(1), LAST DATED: APRIL 23, 1982 AND CONTRACT NO. 13.3, LAST DATED: JULY 7TH, 1962, DESCRIBED AS FOLLOWS:

BEGIN AT THE EAST QUARTER CORNER OF SAID SECTION 34; THENCE RUN NORTH 89°11'01" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF SECTION 34, A DISTANCE OF 2,381.52 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 33, THENCE RUN NORTH 03°00'00" WEST, ALONG SAID EAST RIGHT OF WAY LINE, 2,895.58 FEET; THENCE CONTINUING ALONG SAID EAST RIGHT OF WAY LINE OF COUNTY ROAD 33 FOR THE FOLLOWING THREE COURSES; NORTH 05°33'20" EAST, 116.16 FEET; THENCE CONTINUE NORTH 05°33'20" EAST, 202.24 FEET; THENCE NORTH 02°58'31" WEST, 575.85 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID SUNSHINE PARKWAY; THENCE RUN SOUTH 42°27'02" EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, 3,765.97 FEET TO THE EAST LINE OF SAID SECTION 34; THENCE, DEPARTING SAID RIGHT OF WAY LINE, RUN SOUTH 00°32'58" WEST, ALONG SAID EAST SECTION LINE, 1,038.81 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND LIES ION THE CITY OF LEESBURG, LAKE COUNTY, FLORIDA AND CONTAINS 135.255 ACRES, MORE OR LESS.

FOR A TOTAL OF 1,143.46 ACRES, MORE OR LESS.

**BEFORE THE CITY COMMISSION OF
THE CITY OF LEESBURG, FLORIDA**

**PETITION TO AMEND THE BOUNDARIES OF
COUNTY ROAD 33 COMMUNITY DEVELOPMENT DISTRICT**

County Road 33 Community Development District (“**District**” or “**Petitioner**”), a local unit of special-purpose government established pursuant to the provisions of Chapter 190, *Florida Statutes*, and City of Leesburg Ordinance No. 23-58 (“**Ordinance**”), and located entirely within the City of Leesburg, Florida, hereby petitions the City Commission of the City of Leesburg, pursuant to the “Uniform Community Development District Act of 1980,” Chapter 190, *Florida Statutes*, and specifically Section 190.046(1), *Florida Statutes*, to adopt an amendment to the Ordinance in order to amend the District’s boundaries and add approximately 702.307 acres to the District. In support of this petition (“**Petition**”), the District states the following:

1. Location and Size. The District is located entirely within the City of Leesburg, Florida (“**City**”). **Exhibit 1** depicts the general location and boundaries of the existing District, as well as the Expansion Parcels (herein defined). The metes and bounds description of the external boundary of the existing District, consisting of 441.153 acres, more or less, is set forth in **Exhibit 2**. The metes and bounds of the lands to be added to the District (“**Expansion Parcels**”), consisting of 702.307 acres, more or less, are set forth in **Composite Exhibit 3**. Subsequent to the proposed amendment of the District, the District will encompass approximately 1,143.46 acres, more or less, in total. **Exhibit 4** contains the metes and bounds description of the District boundary, as amended (“**Amended District**”).

2. Excluded Parcels. There are no parcels within the external boundary of the Amended District that are to be excluded from the Amended District.

3. Landowner Consent. Petitioner has obtained written consent to amend the boundaries of the District from the owners of one hundred percent (100%) of the Expansion Parcels. Documentation of this consent is contained in **Composite Exhibit 5**. The filing of this Petition by the District’s Board of Supervisors also constitutes consent of all the landowners within the District pursuant to Section 190.046(1)(g), *Florida Statutes*, as is evidenced by the District’s Resolution 2026-03 and submission of this Petition. Resolution 2026-03 is attached hereto as **Exhibit 6**.

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

5. Major Water and Wastewater Facilities and Outfalls. There are no existing major trunk water mains and wastewater interceptors currently located within the Expansion Parcels.

Exhibit 8A demonstrates the pre-development drainage patterns and basins for the lands within the Expansion Parcels. Maps illustrating the post-development drainage conditions to be included within the Expansion Parcels is provided in **Exhibit 8B**. **Exhibit 8C** demonstrates the existing and proposed major trunk water mains and wastewater interceptors within the currently undeveloped lands located within and near the Expansion Parcels.

6. District Facilities. **Exhibit 9** describes the type of facilities the District presently expects to finance, fund, construct, acquire and/or install, as well as the anticipated entities responsible for ownership and maintenance. The estimated costs of constructing the infrastructure serving lands within the Expansion Parcels are also identified in **Exhibit 9**. Currently, these improvements are estimated to be made, acquired, constructed, and/or installed over the time period from 2027 through 2036. Actual construction timetables and expenditures will likely vary, due in part to the effects of future changes in the economic conditions upon costs such as labor, services, materials, interest rates and market conditions.

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

8. Authorized Agents. The authorized agents for the Petitioner are Sarah R. Sandy and Michelle K. Rigoni of Kutak Rock LLP. See **Exhibit 11**, Authorization of Agents. Copies of all correspondence and official notices should also be sent to:

Sarah R. Sandy, Esq. (Sarah.Sandy@kutakrock.com)
Michelle K. Rigoni, Esq. (Michelle.Rigoni@kutakrock.com)
KUTAK ROCK LLP
107 West College Avenue
Tallahassee, Florida 32301

9. Statutory Criteria. This petition to amend the boundaries of the District should be granted because it meets the factors set forth in Section 190.046(1)(c) and 190.005(1)(e), *Florida Statutes*, as follows:

- a. The statements contained within this Petition are true and correct.
- b. Amendment of the District’s boundaries and all land uses and services planned within the Amended District are not inconsistent with applicable elements or portions of the effective State Comprehensive Plan or the effective local Comprehensive Plan.
- c. The area of land within the Amended District is part of a planned community. The District as amended will continue to be of sufficient size and sufficiently compact and contiguous to be developed as one functional and interrelated community.

- d. The expansion of the District will prevent the general body of taxpayers in the City from bearing the burden for installation of the infrastructure and the maintenance of the above-described facilities within the development encompassed by the Expansion Parcels. The District is the best alternative for delivering community development services and facilities to the Expansion Parcels community without imposing an additional burden on the general population of the local general-purpose government. Expansion of the District in conjunction with a comprehensively planned community, as proposed, allows for a more efficient use of resources.
- e. The community development services and facilities of the Amended District will not be incompatible with the capacity and use of existing local and regional community development services and facilities. In addition, the expansion of the District will provide a perpetual entity capable of making reasonable provisions for the operation and maintenance of the District services and facilities to the Expansion Parcels.
- f. The area to be served by the Amended District will continue to be amenable to separate special-district government.

WHEREFORE, Petitioner respectfully requests the City Commission of the City of Leesburg, Florida to:

- a. Hold a public hearing in accordance with the requirements of Section 190.046(1)(c), *Florida Statutes*;
- b. Grant this Petition and amend the Ordinance to expand the boundaries of the District by adding the Expansion Parcels, all pursuant to Chapter 190, *Florida Statutes*; and
- c. Grant any other relief as appropriate.

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RESPECTFULLY SUBMITTED, as of the 4th day of March 2026.

KUTAK ROCK LLP



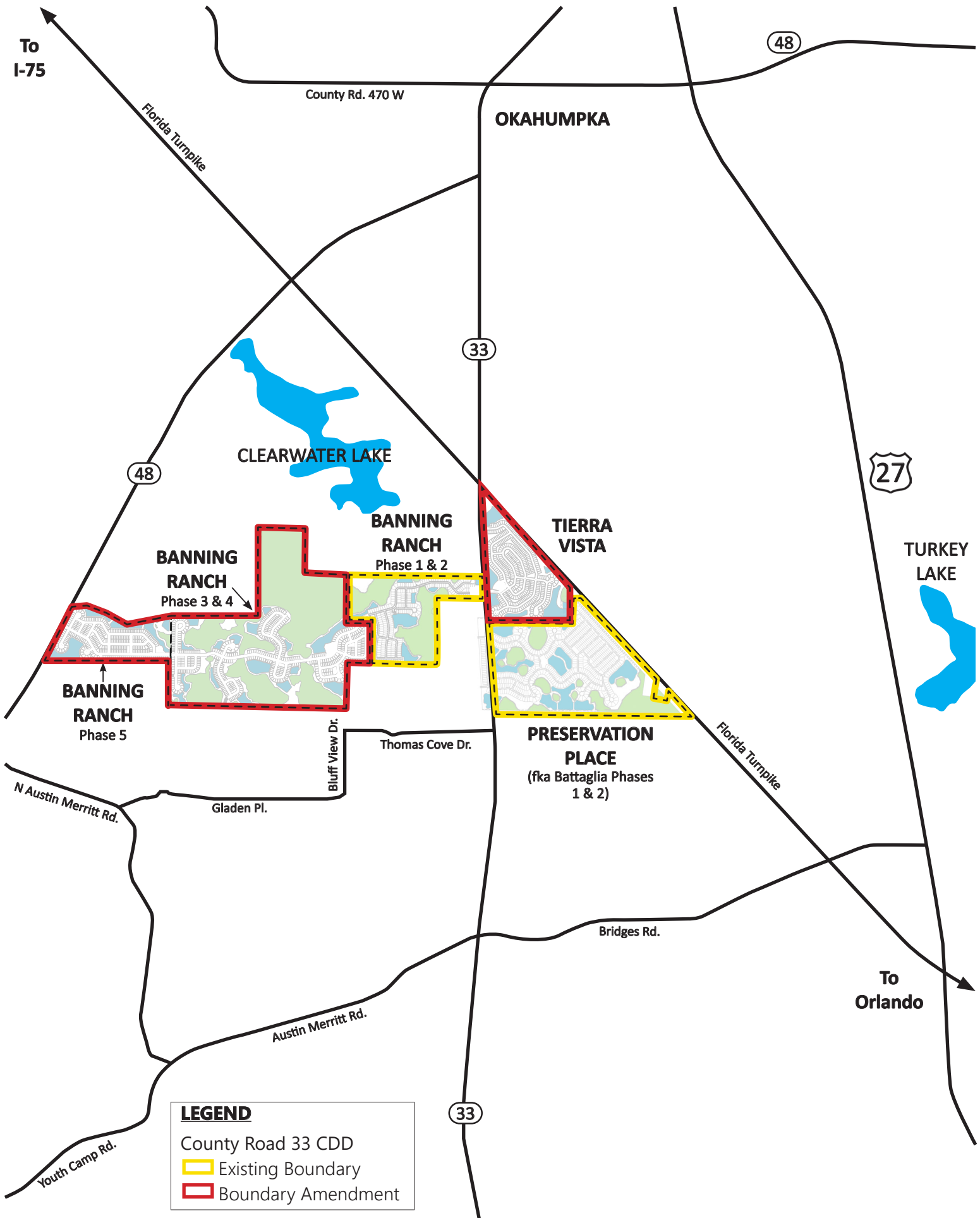
Sarah R. Sandy
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Michelle K. Rigoni
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Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
(850) 692-7300 (telephone)
(850) 692-7319 (facsimile)

ATTORNEYS FOR PETITIONER COUNTY ROAD 33
COMMUNITY DEVELOPMENT DISTRICT

EXHIBIT LIST

Exhibit 1	General Location Map, depicting Expansion Parcels
Exhibit 2	Metes and Bounds Legal Description of Existing District
Composite Exhibit 3	Metes and Bounds Legal Descriptions of Expansion Parcels
Exhibit 4	Metes and Bounds Legal Description of Amended District
Composite Exhibit 5	Consents of Landowners
Exhibit 6	Approving Resolution 2026-03
Composite Exhibit 7	Future Land Use Maps
Exhibit 8A	Pre-Development Drainage Patterns and Basins
Exhibit 8B	Post-Development Drainage Conditions
Exhibit 8C	Existing and Proposed Major Trunk Water Mains and Wastewater Interceptors
Exhibit 9	List of Facilities, Ownership and Maintenance, and Cost Estimates
Exhibit 10	Statement of Estimated Regulatory Costs ("SERC")
Exhibit 11	Authorization of Agents

1



2

**COUNTY ROAD 33 CDD
LEGAL DESCRIPTION - EXISTING DISTRICT**

[BANNING RANCH PHASE 1 & 2]

A TRACT OF LAND, BEING ALL THE LAND, DESCRIBED IN THAT CERTAIN WARRANTY DEED, AS RECORDED IN OFFICIAL RECORDS BOOK 5771, PAGE 619 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING SECTIONS 33 AND 34, TOWNSHIP 20 SOUTH, RANGE 24 EAST, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 33, FOR A POINT OF REFERENCED; THENCE RUN NORTH 00°44'31" EAST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 1324.63 FEET TO THE POINT OF BEGINNING; SAID POINT LIES ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33, SAID POINT ALSO LIES ON THE NORTH LINE OF THE PLAT OF HAMMOCK GROVE ESTATES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 40, PAGES 30 THROUGH 33 OF SAID PUBLIC RECORDS; THENCE RUN NORTH 89°14'25" WEST, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 585.00 FEET TO A POINT LYING ON THE WEST LINE OF THE EAST 585.00 FEET OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°44'31" EAST, ALONG SAID WEST LINE OF THE EAST 585.00 FEET OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 1324.55 FEET TO A POINT LYING ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33; THENCE RUN NORTH 89°14'54" WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 736.10 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33; THENCE RUN NORTH 00°43'40" EAST, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 1318.51 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33 SAID POINT ALSO LIES ON THE SOUTH LINE OF THE PLAT OF CLEARWATER RESERVE PHASE I, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 57, PAGES 89 THROUGH 94 OF SAID PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 89°18'37" EAST, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33 AND ALONG THE SOUTH LINE OF SAID PLAT OF CLEARWATER RESERVE PHASE I, A DISTANCE OF 1322.17 FEET TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF AFORESAID SECTION 34; THENCE RUN SOUTH 89°12'27" EAST, ALONG THE NORTH LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 34, A DISTANCE OF 2651.75 FEET TO THE NORTHEAST CORNER OF SAID SOUTH HALF; THENCE RUN SOUTH 89°14'54" EAST, 105.76 FEET TO A POINT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 33 (66' WIDE RIGHT-OF-WAY); THENCE RUN SOUTH 03°00'00"

EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 662.02 FEET; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, RUN NORTH 89°12'55" WEST, 149.28 FEET TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34; THENCE RUN NORTH 89°13'54" WEST, ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34, A DISTANCE OF 1325.84 FEET TO THE NORTH WEST CORNER OF SAID SOUTH HALF; THENCE RUN SOUTH 00°46'39" WEST, ALONG THE WEST LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34, A DISTANCE OF 659.41 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34; THENCE RUN SOUTH 00°45'19" WEST, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34, A DISTANCE OF 1324.23 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34; THENCE RUN NORTH 89°12'03" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34, A DISTANCE OF 1325.63 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND LIES IN **THE CITY OF LEESBURG**, LAKE COUNTY, FLORIDA, AND CONTAINS 160.358 ACRES MORE OR LESS.

AND ALSO INCLUDING

[PRESERVATION PLACE FORMALLY KNOWN AS BATTAGLIA PHASE 1 & 2]

A TRACT OF LAND, BEING A PORTION OF SECTIONS 34 AND 35, TOWNSHIP 20 SOUTH, RANGE 24 EAST, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 34, FOR A POINT OF BEGINNING; THENCE RUN NORTH 89°06'19" WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34, A DISTANCE OF 2217.33 FEET TO A POINT LYING ON THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 33; THENCE RUN NORTH 03°00'00" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 2654.12 FEET TO A POINT LYING ON THE ORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, RUN SOUTH 89°11'01" EAST, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34, A DISTANCE OF 2381.52 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF AFORESAID SECTION 35; THENCE RUN NORTH 00°32'58" EAST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 35, A DISTANCE OF 661.79 FEET TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 35; THENCE RUN SOUTH 89°09'01" EAST, ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 35, A DISTANCE OF 353.31 FEET TO A POINT LYING ON THE WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF SUNSHINE STATE PARKWAY (FLORIDA TURNPIKE); THENCE RUN SOUTH 42°27'02"

EAST, ALONG SAID WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE, 3065.67 FEET TO A POINT LYING ON THE WESTERLY LINE OF THE LESS OUT PARCEL OF THAT CERTAIN SPECIAL WARRANTY DEED, AS RECORDED IN OFFICIAL RECORDS BOOK 3608, PAGE 2310 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE, RUN ALONG THE WESTERLY, SOUTHERLY AND EASTERLY LINES OF SAID LESS OUT PARCEL, THE FOLLOWING THREE (3) COURSES; SOUTH 08°04'44" WEST, 600.52 FEET; THENCE RUN SOUTH 81°55'16" EAST, 399.97 FEET; THENCE RUN NORTH 08°04'44" EAST, 271.15 FEET; TO A POINT LYING ON AFORESAID WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF SUNSHINE STATE PARKWAY (FLORIDA TURNPIKE); THENCE RUN SOUTH 42°27'02" EAST, ALONG SAID WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE, 968.19 FEET TO A POINT LYING ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35; THENCE DEPARTING SAID WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE, RUN NORTH 89°09'16" WEST, ALONG SAID SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 35, A DISTANCE OF 805.52 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 35; THENCE RUN NORTH 89°09'16" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35, A DISTANCE OF 2652.27 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND LIES IN **THE CITY OF LEESBURG**, LAKE COUNTY, FLORIDA, AND CONTAINS 280.795 ACRES MORE OR LESS.

FOR A TOTAL OF 441.153 ACRES, MORE OR LESS.

Composite 3

LEGAL DESCRIPTION

LEGAL DESCRIPTION BANNING 3 AND 4

A TRACT OF LAND BEING THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 24 EAST AND THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 24 EAST. AND THE SOUTHWEST QUARTER OF SAID SECTION 33, AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33 AND THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 33 AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, LESS THE EAST 585 FEET, OF SAID SECTION 33, DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID SECTION 33; THENCE RUN NORTH 89°20'19" WEST, ALONG THE SOUTH LINE OF SAID EAST HALF OF SOUTHEAST QUARTER OF SECTION 32, A DISTANCE OF 1327.91 FEET TO THE SOUTHWEST CORNER OF SAID EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 32; THENCE RUN NORTH 00°40'48" EAST, ALONG THE WEST LINE OF SAID EAST HALF OF THE SOUTHEAST QUARTER, 2,648.08 FEET TO THE NORTH LINE OF SAID EAST HALF OF SOUTHEAST QUARTER; THENCE RUN SOUTH 89°16'25" EAST ALONG SAID NORTH LINE, 1,324.54 TO THE EAST QUARTER CORNER OF SAID SECTION 32; THENCE RUN SOUTH 89°13'40" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33, A DISTANCE OF 1,322.39 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 33; THEN RUN NORTH 00°38'34" EAST, ALONG THE WEST LINE OF SAID EAST HALF OF THE NORTHWEST QUARTER, 2,634.89 FEET TO THE NORTH LINE OF SAID SECTION 33; THENCE RUN SOUTH 89°09'21" EAST, ALONG THE NORTH LINE OF SECTION 33, 1,324.17 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 33, ALSO BEING THE WEST LINE OF CLEARWATER RESERVE PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 57, PAGES 89 THROUGH 94 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 00°40'52" WEST ALONG THE EAST LINE OF SAID EAST HALF OF THE NORTHWEST QUARTER AND ALONG THE WEST LINE OF SAID CLEARWATER RESERVE PHASE 1, 1,317.08 FEET; THENCE RUN SOUTH 89°18'37" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, ALSO BEING THE SOUTH LINE OF SAID CLEARWATER RESERVE PHASE 1, A DISTANCE OF 1,322.17 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 33; THENCE RUN SOUTH 00°43'40" WEST, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, 1,318.51 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33; THENCE RUN SOUTH 89°14'54" EAST, 736.10 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, LESS THE EAST 585 FEET THEREOF, THENCE RUN SOUTH 00°44'31" WEST, ALONG SAID EAST LINE, 1,324.55 FEET TO THE NORTH LINE OF THE SOUTH HALF OF SAID SOUTHEAST QUARTER, ALSO BEING THE NORTH LINE OF HAMMOCK GROVE ESTATES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 40, PAGES 30 THROUGH 33 OF SAID PUBLIC RECORDS; THENCE RUN NORTH 89°14'25" WEST, ALONG SAID NORTH LINE, 735.68 FEET TO THE EAST LINE OF THE WEST HALF OF SAID SOUTHEAST QUARTER OF SAID SECTION 33; THENCE RUN SOUTH 00°43'14" WEST ALONG SAID EAST LINE, 1,324.35 TO THE SOUTH LINE OF SAID SECTION 33; THENCE RUN NORTH 89°13'41" WEST, ALONG SAID SOUTH LINE, 1,320.19 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 33; THENCE CONTINUE ALONG SAID SOUTH SECTION LINE, NORTH 89°10'09" WEST, 2,640.38 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND LIES IN THE CITY OF LEESBURG, LAKE COUNTY, FLORIDA AND CONTAINS 463.911 ACRES, MORE OR LESS.

(THIS IS NOT A SURVEY)

SEE SHEET 2 OF 3 FOR SURVEYOR'S NOTES AND SHEET 3 OF 3 FOR SKETCH OF LEGAL.

PEC

SURVEYING AND MAPPING, LLC

CERTIFICATE OF AUTHORIZATION NUMBER LB 7808

2100 Alafaya Trail, Suite 203 • Oviedo, Florida 32765 • 407-542-4967

WWW.PECONLINE.COM



Digitally signed
by David A
White
Date:
2024.05.14
09:13:11 -04'00'

SECTION 32 & 33, TOWNSHIP 20 SOUTH, RANGE 24 EAST

DATE: MAY 14, 2024

PREP BY: KDM

DRAWN BY: KDM

JOB #: 24-019

O: 24-019 Hanover Banning 3 and 4 24-019 SOD.dwg May 14, 2024 - 8:14am

LEGAL DESCRIPTION

SURVEYOR'S NOTES:

- (1) THIS LEGAL DESCRIPTION IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER IDENTIFIED BELOW.
- (2) NO ABSTRACT FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD HAVE BEEN PROVIDED TO THIS FIRM.
- (3) BEARINGS SHOWN HEREON ARE ASSUMED RELATIVE TO THE SOUTH LINE OF SECTION 66, TOWNSHIP 20 S, RANGE 24 E, BEING NORTH 89°10'09" WEST
- (4) THE "LEGAL DESCRIPTION" HEREON HAS BEEN PREPARED BY THE SURVEYOR AT THE CLIENT'S REQUEST.
- (5) THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY, AS SUCH.

LEGEND

Δ	DELTA
L	LENGTH
$\oslash$	CENTER LINE
R	RADIUS
P.B.	PLAT BOOK
PG(S).	PAGE(S)
R/W	RIGHT-OF-WAY
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
CHD	CHORD DISTANCE
CHB	CHORD BEARING

(THIS IS NOT A SURVEY)

SEE SHEET 1 OF 3 FOR SKETCH OF LEGAL AND SHEET 3 OF 3 FOR SKETCH

PEC

SURVEYING AND MAPPING, LLC

CERTIFICATE OF AUTHORIZATION NUMBER LB 7808

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WWW.PECONLINE.COM

SECTION 32 & 33, TOWNSHIP 20 SOUTH, RANGE 24 EAST

DATE: MAY 14, 2024

PREP BY: KDM

DRAWN BY: KDM

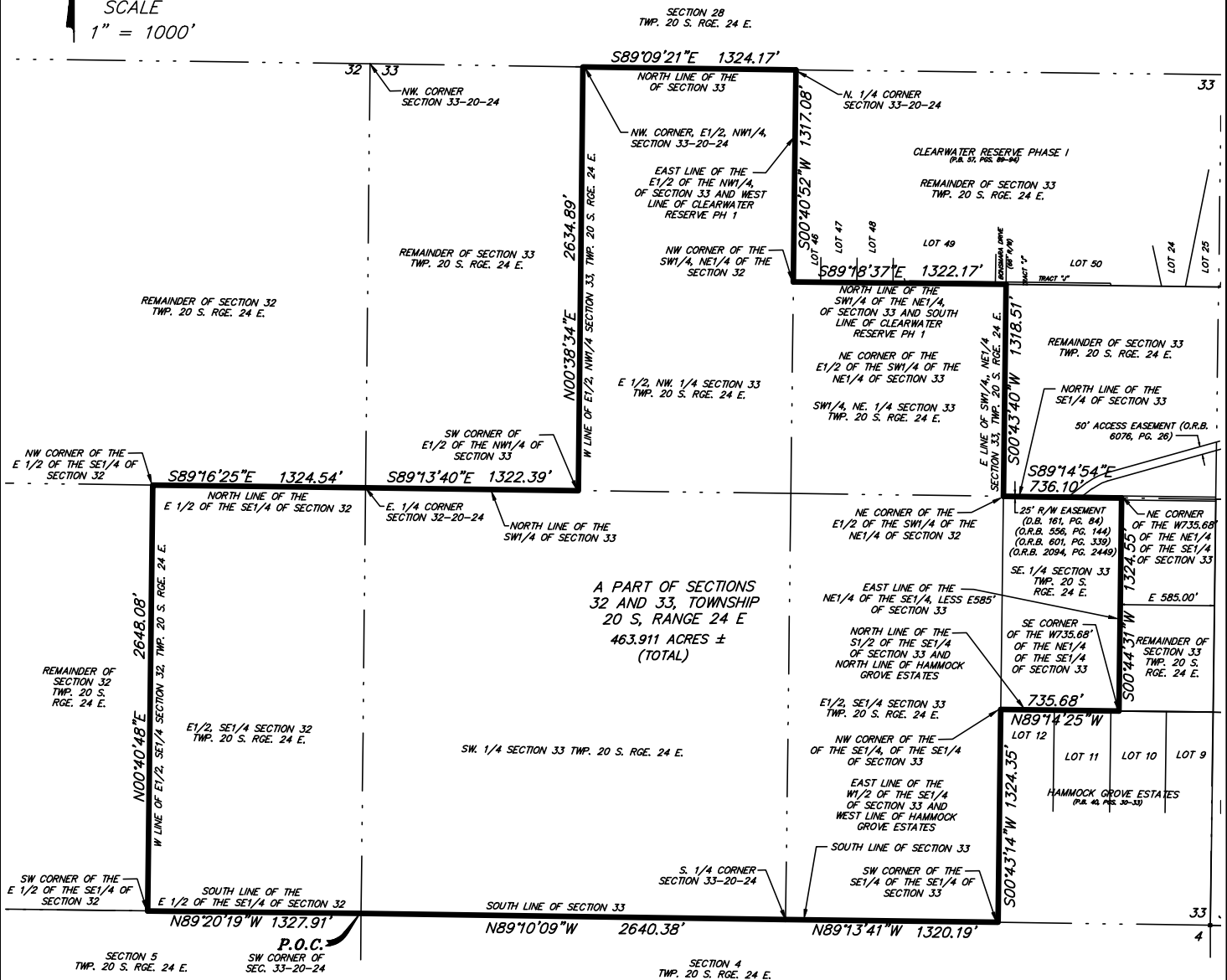
JOB #: 24-019

O:\24-019 Hanover Banning 3 and 4\24-019 SOD.dwg May 14, 2024 - 8:14am

LEGAL DESCRIPTION



SCALE
1" = 1000'



(THIS IS NOT A SURVEY)

SEE SHEET 1 OF 3 FOR LEGAL DESCRIPTION AND SHEET 2 OF 3 FOR SURVEYOR'S NOTES

PEC

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CERTIFICATE OF AUTHORIZATION NUMBER LB 7808

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WWW.PECONLINE.COM

SECTION 32 & 33, TOWNSHIP 20 SOUTH, RANGE 24 EAST

DATE: MAY 14, 2024

PREP BY: KDM

DRAWN BY: KDM

JOB #: 24-019

0: 24-019 Hanover Banning 3 and 4 24-019 SOD.dwg May 14, 2024 - 8:15am

LEGAL DESCRIPTION

BANNING 5

LEGAL DESCRIPTION:

A TRACT OF LAND, LYING IN SECTION 32, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 24 EAST, FOR A POINT OF BEGINNING; THENCE RUN NORTH 89°19'52" WEST, 3754.41 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 48 PER RIGHT-OF-WAY MAP PROJECT 1029, ROAD 2; THENCE RUN NORTH 29°02'04" EAST, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, 1749.96 FEET; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, RUN NORTH 84°12'41" EAST, 391.52 FEET; THENCE RUN SOUTH 73°31'36" EAST, 666.20 FEET; THENCE RUN SOUTH 58°53'42" EAST, 656.86 FEET; THENCE RUN NORTH 79°49'04" EAST, 1351.03 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF AFORESAID SECTION 32 THENCE RUN SOUTH 00°40'48" WEST, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 32, A DISTANCE OF 1324.04 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND, LIES IN THE CITY OF LEESBURG, LAKE COUNTY, FLORIDA AND CONTAINS 103.141 ACRES MORE OR LESS.

SURVEYOR'S NOTES:

- (1) THIS LEGAL DESCRIPTION IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER IDENTIFIED BELOW.
- (2) NO ABSTRACT FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD HAVE BEEN PROVIDED TO THIS FIRM.
- (3) BEARINGS SHOWN HEREON ARE ASSUMED RELATIVE TO THE EAST LINE OF THE NORTHWEST QUARTER, OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 24 EAST, BEING SOUTH 00°40'48" WEST.
- (4) THE "LEGAL DESCRIPTION" HEREON HAS BEEN PREPARED BY THE SURVEYOR AT THE CLIENT'S REQUEST.
- (5) THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY, AS SUCH.



Digitally signed
by David A
White
Date:
2026.01.23
16:30:00 -05'00'

DAVID A. WHITE, P.S.M.
FLORIDA REGISTRATION NO. 4044
PEC - SURVEYING AND MAPPING, LLC.
CERTIFICATE OF AUTHORIZATION L.B. #7808
DATE OF SIGNATURE: 01-23-2026

(THIS IS NOT A SURVEY)

SEE SHEET 2 OF 2 FOR SKETCH OF LEGAL.

(SHEET 1 OF 2)

PEC

SURVEYING AND MAPPING

CERTIFICATE OF AUTHORIZATION NUMBER LB 966

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SECTION 32, TOWNSHIP 20 SOUTH, RANGE 24 EAST

DATE: JANUARY 23, 2026

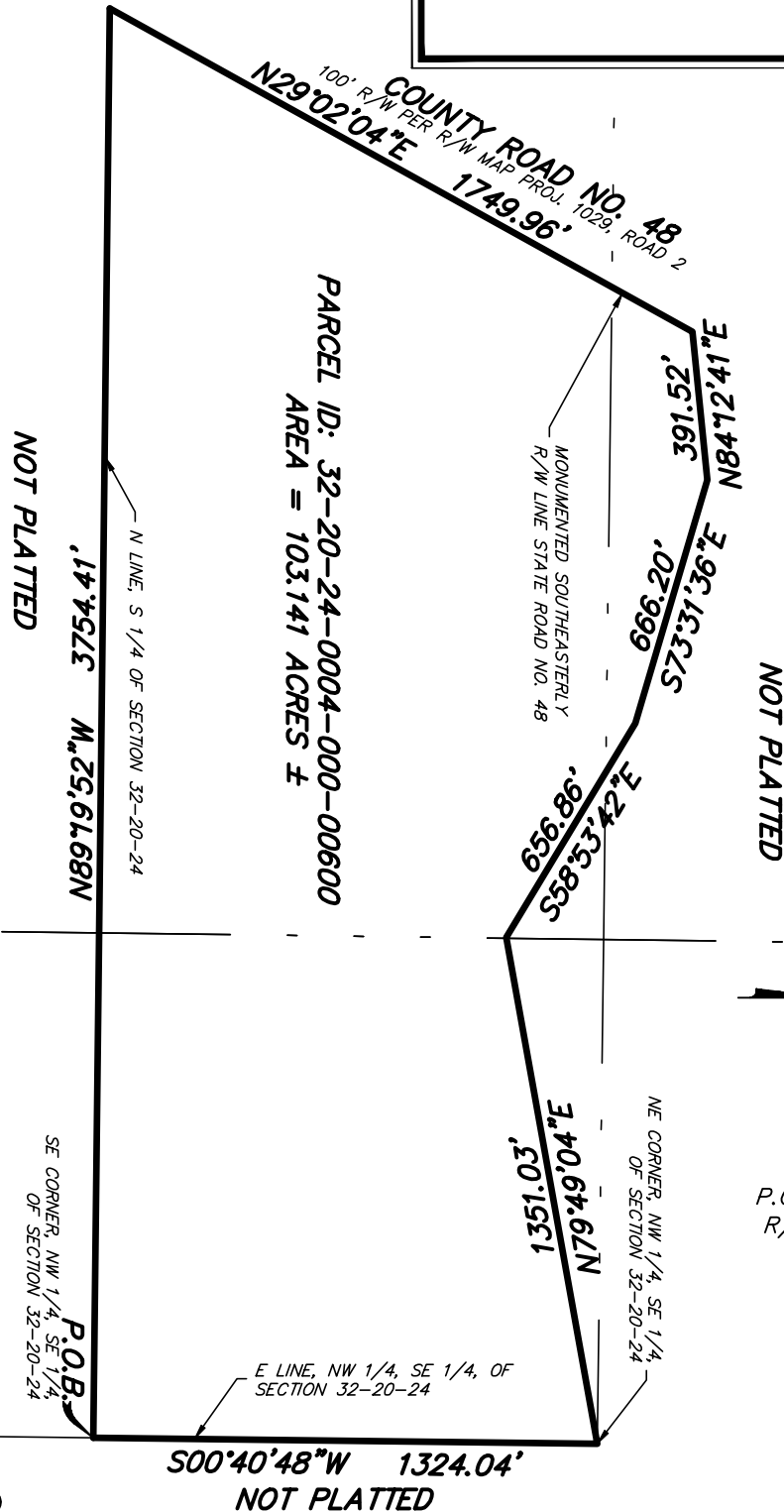
PREP BY: R.J.G.

DRAWN BY: R.J.G.

JOB #: 24-058

O: 24-058 Hanover Zellwood Properties Banning 5\24-058 SOD.dwg Jan 23, 2026 - 2:55pm

LEGAL DESCRIPTION BANNING 5



(THIS IS NOT A SURVEY)

SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION AND SURVEYOR'S NOTES

(SHEET 2 OF 2)

PEC

SURVEYING AND MAPPING

CERTIFICATE OF AUTHORIZATION NUMBER LB 966

2100 Alafaya Trail, Suite 203 • Oviedo, Florida 32765 • 407-542-4967

WWW.PECONLINE.COM

SECTION 32, TOWNSHIP 20 SOUTH, RANGE 24 EAST

DATE: JANUARY 23, 2026

PREP BY: R.J.G.

DRAWN BY: R.J.G.

JOB #: 24-058

O:\24-058 Hanover Zellwood Properties Banning 5\24-058 SOD.dwg Jan 23, 2026 - 2:59pm

LEGAL DESCRIPTION

LEGAL DESCRIPTION

TIERRA VISTA

A TRACT OF LAND BEING THAT PART OF SECTION 27, TOWNSHIP 20 SOUTH, RANGE 24 EAST LYING EAST OF COUNTY ROAD 33 AND WESTERLY OF THE SUNSHINE STATE PARKWAY TURNPIKE, AND THAT PART OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 24 EAST LYING EAST OF COUNTY ROAD 33 AND WESTERLY OF THE SUNSHINE STATE PARKWAY TURNPIKE DESCRIBED AS FOLLOWS:

BEGIN AT THE EAST QUARTER CORNER OF SAID SECTION 34; THENCE RUN NORTH 89°11'01" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF SECTION 34, A DISTANCE OF 2,381.52 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 33, THENCE RUN NORTH 03°00'00" WEST, ALONG SAID EAST RIGHT OF WAY LINE, 2,895.58 FEET; THENCE CONTINUING ALONG SAID EAST RIGHT OF WAY LINE OF COUNTY ROAD 33 FOR THE FOLLOWING THREE COURSES; NORTH 05°33'20" EAST, 116.16 FEET; THENCE CONTINUE NORTH 05°33'20" EAST, 202.24 FEET; THENCE NORTH 02°58'31" WEST, 575.85 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID SUNSHINE PARKWAY; THENCE RUN SOUTH 42°27'02" EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, 3,765.97 FEET TO THE EAST LINE OF SAID SECTION 34; THENCE, DEPARTING SAID RIGHT OF WAY LINE, RUN SOUTH 00°32'58" WEST, ALONG SAID EAST SECTION LINE, 1,038.81 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND LIES ION THE CITY OF LEESBURG, LAKE COUNTY, FLORIDA AND CONTAINS 135.255 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

- (1) THIS LEGAL DESCRIPTION IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER IDENTIFIED BELOW.
- (2) NO ABSTRACT FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD HAVE BEEN PROVIDED TO THIS FIRM.
- (3) BEARINGS SHOWN HEREON ARE ASSUMED RELATIVE TO THE WESTERLY RIGHT OF WAY LINE OF SUNSHINE PARKWAY, BEING SOUTH 42°27'02" EAST PER STATE RIGHT OF WAY MAP PROJ #2, STATE OF FLORIDA TURNPIKE AUTHORITY.
- (4) THE "LEGAL DESCRIPTION" HEREON HAS BEEN PREPARED BY THE SURVEYOR AT THE CLIENT'S REQUEST.
- (5) THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY, AS SUCH.

(THIS IS NOT A SURVEY)
SEE SHEET 2 OF 2 FOR SKETCH OF LEGAL.



Digitally signed
by David A
White
Date:
2024.05.14
09:14:53 -04'00'

PEC

SURVEYING AND MAPPING, LLC

CERTIFICATE OF AUTHORIZATION NUMBER LB 7808

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SECTION 27 & 34, TOWNSHIP 20 SOUTH, RANGE 24 EAST

DATE: MAY 9, 2024

PREP BY: KDM

DRAWN BY: KDM

JOB #: 23-064

O: 23-064 Hanover Agua Marina | 23-064 SOD-C3D.dwg May 13, 2024 - 1:20pm

LEGAL DESCRIPTION

SCALE
1" = 600'

LEGEND

Δ	DELTA
L	LENGTH
$\mathcal{C}$	CENTER LINE
R	RADIUS
$P.B.$	PLAT BOOK
$PG(S).$	PAGE(S)
R/W	RIGHT-OF-WAY
$P.O.C.$	POINT OF COMMENCEMENT
$P.O.B.$	POINT OF BEGINNING
CHD	CHORD DISTANCE
CHB	CHORD BEARING

**CLEARWATER RESERVE
PHASE 1**
(P.B. 57, PGS. 89-94)

A PORTION OF SECTIONS
27 & 34,
TOWNSHIP 20 SOUTH
RANGE 24 EAST
135.255 ACRES ±

A PORTION OF
SECTION 34-20-24
NE. 1/4, SECTION 34, TOWNSHIP 20
SOUTH, RANGE 24 EAST

10' SUMTER ELECTRIC COOPERATIVE
RIGHT OF WAY EASEMENT
O.R.B. 414, PAGE 766

REMAINDER OF SECTION
34-20-24
NOT PLATTED

PARCEL ID. 35-20-24-0002-000-01500
(ALTERNATE KEY NO. 3884013)

SOUTH LINE, NW. 1/4, SECTION 35, TOWNSHIP 20
SOUTH, RANGE 24 EAST

NORTH LINE, SW. 1/4, SECTION 35, TOWNSHIP
SOUTH, RANGE 24 EAST

15' NON-EXCLUSIVE ACCESS
EASEMENT
(O.R.B. 3601, PG. 1733)

PARCEL ID.
34-20-24-0004-000-00800
(ALTERNATE KEY NO. 1035465)

PARCEL ID.
34-20-24-0004-000-00900
(ALTERNATE KEY NO. 1775302)

REMAINDER OF SECTION
35-20-24
NOT PLATTED

(THIS IS NOT A SURVEY)

SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION AND SURVEYOR'S NOTES

PEC

SURVEYING AND MAPPING, LLC

CERTIFICATE OF AUTHORIZATION NUMBER LB 7808

2100 Alafaya Trail, Suite 203 • Oviedo, Florida 32765 • 407-542-4967

WWW.PECONLINE.COM

SECTION 27 & 34, TOWNSHIP 20 SOUTH, RANGE 24 EAST

DATE: MAY 9, 2024

PREP BY: KDM

DRAWN BY: KDM

JOB #: 23-064

0: |23-064 Hanover Agua Marina|23-064 SOD-C3D.dwg May 09, 2024 - 12:16pm

4

**COUNTY ROAD 33 CDD
LEGAL DESCRIPTION - AMENDED DISTRICT**

[PRESERVATION PLACE FORMALLY KNOWN AS BATTAGLIA PHASE 1 & 2]

A TRACT OF LAND, BEING A PORTION OF SECTIONS 34 AND 35, TOWNSHIP 20 SOUTH, RANGE 24 EAST, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 34, FOR A POINT OF BEGINNING; THENCE RUN NORTH 89°06'19" WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34, A DISTANCE OF 2217.33 FEET TO A POINT LYING ON THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 33; THENCE RUN NORTH 03°00'00" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 2654.12 FEET TO A POINT LYING ON THE ORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, RUN SOUTH 89°11'01" EAST, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34, A DISTANCE OF 2381.52 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF AFORESAID SECTION 35; THENCE RUN NORTH 00°32'58" EAST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 35, A DISTANCE OF 661.79 FEET TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 35; THENCE RUN SOUTH 89°09'01" EAST, ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 35, A DISTANCE OF 353.31 FEET TO A POINT LYING ON THE WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF SUNSHINE STATE PARKWAY (FLORIDA TURNPIKE); THENCE RUN SOUTH 42°27'02" EAST, ALONG SAID WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE, 3065.67 FEET TO A POINT LYING ON THE WESTERLY LINE OF THE LESS OUT PARCEL OF THAT CERTAIN SPECIAL WARRANTY DEED, AS RECORDED IN OFFICIAL RECORDS BOOK 3608, PAGE 2310 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE, RUN ALONG THE WESTERLY, SOUTHERLY AND EASTERLY LINES OF SAID LESS OUT PARCEL, THE FOLLOWING THREE (3) COURSES; SOUTH 08°04'44" WEST, 600.52 FEET; THENCE RUN SOUTH 81°55'16" EAST, 399.97 FEET; THENCE RUN NORTH 08°04'44" EAST, 271.15 FEET; TO A POINT LYING ON AFORESAID WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF SUNSHINE STATE PARKWAY (FLORIDA TURNPIKE); THENCE RUN SOUTH 42°27'02" EAST, ALONG SAID WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE, 968.19 FEET TO A POINT LYING ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35; THENCE DEPARTING SAIS WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE, RUN NORTH 89°09'16" WEST, ALONG SAID SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 35, A DISTANCE OF 805.52 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 35; THENCE RUN NORTH 89°09'16" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35, A DISTANCE OF 2652.27 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND LIES IN **THE CITY OF LEESBURG**, LAKE COUNTY, FLORIDA, AND CONTAINS 280.795 ACRES MORE OR LESS.

AND ALSO INCLUDING

[BANNING RANCH - PHASES 1 & 2]

A TRACT OF LAND, BEING ALL THE LAND, DESCRIBED IN THAT CERTAIN WARRANTY DEED, AS RECORDED IN OFFICIAL RECORDS BOOK 5771, PAGE 619 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING SECTIONS 33 AND 34, TOWNSHIP 20 SOUTH, RANGE 24 EAST, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 33, FOR A POINT OF REFERENCED; THENCE RUN NORTH 00°44'31" EAST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 1324.63 FEET TO THE POINT OF BEGINNING; SAID POINT LIES ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33, SAID POINT ALSO LIES ON THE NORTH LINE OF THE PLAT OF HAMMOCK GROVE ESTATES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 40, PAGES 30 THROUGH 33 OF SAID PUBLIC RECORDS; THENCE RUN NORTH 89°14'25" WEST, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 585.00 FEET TO A POINT LYING ON THE WEST LINE OF THE EAST 585.00 FEET OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°44'31" EAST, ALONG SAID WEST LINE OF THE EAST 585.00 FEET OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 1324.55 FEET TO A POINT LYING ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33; THENCE RUN NORTH 89°14'54" WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 736.10 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33; THENCE RUN NORTH 00°43'40" EAST, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 1318.51 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33 SAID POINT ALSO LIES ON THE SOUTH LINE OF THE PLAT OF CLEARWATER RESERVE PHASE I, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 57, PAGES 89 THROUGH 94 OF SAID PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 89°18'37" EAST, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33 AND ALONG THE SOUTH LINE OF SAID PLAT OF CLEARWATER RESERVE PHASE I, A DISTANCE OF 1322.17 FEET TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF AFORESAID SECTION 34; THENCE RUN SOUTH 89°12'27" EAST, ALONG THE NORTH LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 34, A DISTANCE OF 2651.75 FEET TO THE NORTHEAST CORNER OF SAID SOUTH HALF; THENCE RUN SOUTH 89°14'54"

EAST, 105.76 FEET TO A POINT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 33 (66' WIDE RIGHT-OF-WAY); THENCE RUN SOUTH 03°00'00" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 662.02 FEET; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, RUN NORTH 89°12'55" WEST, 149.28 FEET TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34; THENCE RUN NORTH 89°13'54" WEST, ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34, A DISTANCE OF 1325.84 FEET TO THE NORTH WEST CORNER OF SAID SOUTH HALF; THENCE RUN SOUTH 00°46'39" WEST, ALONG THE WEST LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34, A DISTANCE OF 659.41 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34; THENCE RUN SOUTH 00°45'19" WEST, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34, A DISTANCE OF 1324.23 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34; THENCE RUN NORTH 89°12'03" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34, A DISTANCE OF 1325.63 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND LIES IN **THE CITY OF LEESBURG**, LAKE COUNTY, FLORIDA, AND CONTAINS 160.358 ACRES MORE OR LESS.

AND ALSO INCLUDING

[BANNING RANCH – PHASE 3]

A PARCEL OF LAND BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6258, PAGE 2401 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN SECTION 33, TOWNSHIP 20 SOUTH, RANGE 24 EAST; BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST QUARTER CORNER OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 24 EAST FOR A POINT OF REFERENCE; THENCE RUN SOUTH 89°13'40" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33, A DISTANCE OF 761.60 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°13'40" EAST, ALONG SAID NORTH LINE, 560.80 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 33; THENCE RUN NORTH 00°38'34" EAST, ALONG SAID WEST LINE, 2634.89 FEET TO A POINT ON THE NORTH LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 33; THENCE RUN SOUTH 89°09'21" EAST, ALONG SAID NORTH LINE, 1324.17 FEET TO A POINT ON THE EAST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 33; THENCE RUN SOUTH 00°40'52" WEST, ALONG SAID EAST LINE, 1317.08 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 33; THENCE RUN SOUTH 89°18'37" EAST, ALONG SAID NORTH LINE,

1322.17 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33; THENCE RUN SOUTH 00°43'40" WEST, ALONG SAID EAST LINE, 1318.51 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33; THENCE RUN SOUTH 89°14'54" EAST, ALONG SAID NORTH LINE, 736.10 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33; THENCE RUN SOUTH 00°44'31" WEST, ALONG SAID EAST LINE, 1324.55 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33; THENCE RUN NORTH 89°14'25" WEST, ALONG SAID SOUTH LINE, 735.68 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33; THENCE RUN SOUTH 00°43'14" WEST, ALONG SAID WEST LINE, 1324.35 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33; THENCE RUN NORTH 89°13'41" WEST, ALONG SAID SOUTH LINE, 984.82 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°46'19" EAST, 362.37 FEET; THENCE RUN NORTH 11°19'36" WEST, 488.35 FEET; THENCE RUN NORTH 84°17'16" WEST, 661.70 FEET; THENCE RUN NORTH 16°03'16" EAST, 266.54 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE WESTERLY; THENCE RUN NORTHERLY ALONG SAID CURVE, HAVING A RADIUS OF 345.00 FEET, A CENTRAL ANGLE OF 14°07'13", AN ARC LENGTH OF 85.02 FEET, A CHORD LENGTH OF 84.81 FEET AND A CHORD BEARING OF NORTH 08°59'39" EAST TO A POINT OF TANGENCY; THENCE RUN NORTH 01°56'03" EAST, 18.77 FEET; THENCE RUN NORTH 88°03'57" WEST, 120.00 FEET; THENCE RUN SOUTH 01°56'03" WEST, 6.21 FEET; THENCE RUN NORTH 88°03'57" WEST, 50.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY; THENCE RUN NORTHWESTERLY ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 85°48'03", AN ARC LENGTH OF 37.44 FEET, A CHORD LENGTH OF 34.04 FEET AND A CHORD BEARING OF NORTH 40°57'59" WEST TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY; THENCE RUN NORTHWESTERLY ALONG SAID REVERSE CURVE, HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 09°55'15", AN ARC LENGTH OF 56.27 FEET, A CHORD LENGTH OF 56.20 FEET AND A CHORD BEARING OF NORTH 78°54'22" WEST; THENCE RUN NORTH 73°56'44" WEST, 122.10 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF SOUTH 61°03'16" WEST; THENCE RUN NORTH 73°56'44" WEST, 50.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY; THENCE RUN NORTHWESTERLY ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF NORTH 28°56'44" WEST; THENCE RUN NORTH 16°03'16" EAST, 50.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHWEST; THENCE RUN NORTHEASTERLY ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF NORTH 61°03'16" EAST TO A POINT OF TANGENCY; THENCE

RUN NORTH 16°03'16" EAST, 95.00 FEET; THENCE RUN NORTH 73°56'44" WEST, 190.00 FEET; THENCE RUN NORTH 11°01'08" WEST, 121.31 FEET; THENCE RUN NORTH 72°12'39" WEST, 651.92 FEET; THENCE RUN NORTH 36°53'26" WEST, 512.29 FEET; THENCE RUN NORTH 00°00'00" EAST, 378.84 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL LIES IN THE CITY OF LEESBURG, LAKE COUNTY FLORIDA AND CONTAINS 265.508 ACRES, MORE OR LESS

AND ALSO INCLUDING

[BANNING RANCH – PHASE 4]

A PARCEL OF LAND BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6258, PAGE 2401 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN SECTIONS 32 AND 33, TOWNSHIP 20 SOUTH, RANGE 24 EAST; BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST QUARTER CORNER OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 24 EAST FOR THE POINT OF BEGINNING; THENCE RUN SOUTH 89°13'40" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33, A DISTANCE OF 761.60 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°00'00" EAST, 378.84 FEET; THENCE RUN SOUTH 36°53'26" EAST, 512.29 FEET; THENCE RUN SOUTH 72°12'39" EAST, 651.92 FEET; THENCE RUN SOUTH 11°01'08" EAST, 121.31 FEET; THENCE RUN SOUTH 73°56'44" EAST, 190.00 FEET; THENCE RUN SOUTH 16°03'16" WEST, 95.00 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF SOUTH 61°03'16" WEST; THENCE RUN SOUTH 16°03'16" WEST, 50.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF SOUTH 28°56'44" EAST; THENCE RUN SOUTH 73°56'44" EAST, 50.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF NORTH 61°03'16" EAST TO A POINT OF TANGENCY; THENCE RUN SOUTH 73°56'44" EAST, 122.10 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 09°55'15", AN ARC LENGTH OF 56.27 FEET, A CHORD LENGTH OF 56.20 FEET AND A CHORD BEARING OF SOUTH 78°54'22" EAST TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY ALONG SAID REVERSE CURVE, HAVING A RADIUS OF 25.00 FEET,

A CENTRAL ANGLE OF 85°48'03", AN ARC LENGTH OF 37.44 FEET, A CHORD LENGTH OF 34.04 FEET AND A CHORD BEARING OF SOUTH 40°57'59" EAST; THENCE RUN SOUTH 88°03'57" EAST, 50.00 FEET; THENCE RUN NORTH 01°56'03" EAST, 6.21 FEET; THENCE RUN SOUTH 88°03'57" EAST, 120.00 FEET; THENCE RUN SOUTH 01°56'03" WEST, 18.77 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE WESTERLY; THENCE RUN SOUTHERLY ALONG SAID CURVE, HAVING A RADIUS OF 345.00 FEET, A CENTRAL ANGLE OF 14°07'13", AN ARC LENGTH OF 85.02 FEET, A CHORD LENGTH OF 84.81 FEET AND A CHORD BEARING OF SOUTH 08°59'39" WEST TO A POINT OF TANGENCY; THENCE RUN SOUTH 16°03'16" WEST, 266.54 FEET; THENCE RUN SOUTH 84°17'16" EAST, 661.70 FEET; THENCE RUN SOUTH 11°19'36" EAST, 488.35 FEET; THENCE RUN SOUTH 00°46'19" WEST, 362.37 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33; THENCE RUN NORTH 89°13'41" WEST, ALONG SAID SOUTH LINE, 335.37 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 33; THENCE RUN NORTH 89°10'09" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33, A DISTANCE OF 2640.38 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 33; THENCE RUN NORTH 89°20'19" WEST, ALONG THE SOUTH LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF AFORESAID SECTION 32, A DISTANCE OF 1327.91 FEET TO THE WEST LINE OF SAID EAST HALF; THENCE RUN NORTH 00°40'48" EAST, ALONG SAID WEST LINE, 2648.08 FEET TO THE NORTH LINE OF SAID EAST HALF; THENCE RUN SOUTH 89°16'25" EAST, ALONG SAID NORTH LINE, 1324.54 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL LIES IN THE CITY OF LEESBURG, LAKE COUNTY FLORIDA AND CONTAINS 198.403 ACRES, MORE OR LESS

AND ALSO INCLUDING

[BANNING RANCH – PHASE 5]

A TRACT OF LAND, LYING IN SECTION 32, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 24 EAST, FOR A POINT OF BEGINNING; THENCE RUN North 89°19'52" West, 3754.41 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 48 PER RIGHT-OF-WAY MAP PROJECT 1029, ROAD 2; THENCE RUN North 29°02'04" East, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, 1749.96 FEET; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, RUN North 84°12'41" East, 391.52 FEET; THENCE RUN South 73°31'36" East, 666.20 FEET; THENCE RUN South 58°53'42" East, 656.86 FEET; THENCE RUN North 79°49'04" East, 1351.03 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF AFORESAID SECTION 32 THENCE RUN SOUTH 00°40'48" WEST, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 32, A DISTANCE OF 1324.04 FEET TO the POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND, LIES IN THE CITY OF LEESBURG, LAKE COUNTY, FLORIDA AND CONTAINS 103.141 ACRES MORE OR LESS.

AND ALSO INCLUDING

[TIERRA VISTA]

A TRACT OF LAND BEING A PORTION OF SECTION 27 AND A PORTION OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 24 EAST LYING EAST OF FLORIDA DEPARTMENT OF TRANSPORTATION, COUNTY ROAD 33 RIGHT OF WAY MAP 11020(3) AND WESTERLY OF THE FLORIDA STATE TURNPIKE AUTHORITY, SUNSHINE STATE PARKWAY, PROJECT NO. 2 RIGHT OF WAY MAP, SECTION 11020(1), LAST DATED: APRIL 23, 1982 AND CONTRACT NO. 13.3, LAST DATED: JULY 7TH, 1962, DESCRIBED AS FOLLOWS:

BEGIN AT THE EAST QUARTER CORNER OF SAID SECTION 34; THENCE RUN NORTH 89°11'01" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF SECTION 34, A DISTANCE OF 2,381.52 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 33, THENCE RUN NORTH 03°00'00" WEST, ALONG SAID EAST RIGHT OF WAY LINE, 2,895.58 FEET; THENCE CONTINUING ALONG SAID EAST RIGHT OF WAY LINE OF COUNTY ROAD 33 FOR THE FOLLOWING THREE COURSES; NORTH 05°33'20" EAST, 116.16 FEET; THENCE CONTINUE NORTH 05°33'20" EAST, 202.24 FEET; THENCE NORTH 02°58'31" WEST, 575.85 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID SUNSHINE PARKWAY; THENCE RUN SOUTH 42°27'02" EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, 3,765.97 FEET TO THE EAST LINE OF SAID SECTION 34; THENCE, DEPARTING SAID RIGHT OF WAY LINE, RUN SOUTH 00°32'58" WEST, ALONG SAID EAST SECTION LINE, 1,038.81 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND LIES ION THE CITY OF LEESBURG, LAKE COUNTY, FLORIDA AND CONTAINS 135.255 ACRES, MORE OR LESS.

FOR A TOTAL OF 1,143.46 ACRES, MORE OR LESS.

Composite 5

Prepared by and return to:
Sarah R. Sandy, Esq.
Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301

**Consent and Joinder of Expansion Parcel Landowner
For the Amendment of the Boundaries of the
County Road 33 Community Development District**

The undersigned is the owner ("**Expansion Parcel Landowner**") of certain lands of which are more fully described in **Exhibit A** attached hereto and made a part hereof ("**Expansion Parcel**"). The undersigned understands and acknowledges that the Board of Supervisors of the County Road 33 Community Development District ("**Petitioner**"), intends to submit a petition amending the boundaries of the County Road 33 Community Development District ("**District**") to add the Expansion Parcel to the District's boundaries in accordance with the provisions of Chapter 190, *Florida Statutes*.

As the owner of lands that are intended to be added to the District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005 and Section 190.046, *Florida Statutes*, Petitioner is required to include the written consent to the amendment of the boundaries of the District of one hundred percent (100%) of the owners of the lands to be added to the District.

The undersigned hereby requests and consents to the addition of the Expansion Parcel to the District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the petition process for the amendment of the boundaries of the District. The undersigned further acknowledges that the consent will remain in full force and effect for three (3) years from the date hereof. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Expansion Parcel a copy of this consent form and obtain, if requested by Petitioner, consent to amendment of the boundaries of the District in substantially this form.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the officer executing this instrument.

[signatures on following page]

Executed this 5th day of February 2026.

WITNESSES:

CARDIAC DRAGON 160AC, LLC,
a Florida limited liability company,

Julie Gagich
Name: Julie Gagich
Address: 1601 S. 9th St.
Leesburg FL 34748

By: [Signature]
Its: David C. Lew, Manager

[Signature]
Name: Ruth Mills
Address: 601 S. 9th Street
Leesburg FL 34748

STATE OF FLORIDA
COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization this 5th day of February 2026, by
David C. Lew, as manager of Cardiac Dragon 160AC, LLC,
on behalf of the company.



JULIE A. GAGICH
Commission # HH 239314
Expires March 13, 2026

Julie Gagich
(Official Notary Signature & Seal)
Name: Julie Gagich
Personally Known 2
OR Produced Identification _____
Type of Identification _____

Exhibit A: Expansion Parcel Description

Exhibit A

DESCRIPTION OF BANNING PARCEL 4

A PARCEL OF LAND BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6258, PAGE 2401 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN SECTIONS 32 AND 33, TOWNSHIP 20 SOUTH, RANGE 24 EAST; BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST QUARTER CORNER OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 24 EAST FOR THE POINT OF BEGINNING; THENCE RUN SOUTH $89^{\circ}13'40''$ EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33, A DISTANCE OF 761.60 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH $00^{\circ}00'00''$ EAST, 378.84 FEET; THENCE RUN SOUTH $36^{\circ}53'26''$ EAST, 512.29 FEET; THENCE RUN SOUTH $72^{\circ}12'39''$ EAST, 651.92 FEET; THENCE RUN SOUTH $11^{\circ}01'08''$ EAST, 121.31 FEET; THENCE RUN SOUTH $73^{\circ}56'44''$ EAST, 190.00 FEET; THENCE RUN SOUTH $16^{\circ}03'16''$ WEST, 95.00 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF $90^{\circ}00'00''$, AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF SOUTH $61^{\circ}03'16''$ WEST; THENCE RUN SOUTH $16^{\circ}03'16''$ WEST, 50.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF $90^{\circ}00'00''$, AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF SOUTH $28^{\circ}56'44''$ EAST; THENCE RUN SOUTH $73^{\circ}56'44''$ EAST, 50.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF $90^{\circ}00'00''$, AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF NORTH $61^{\circ}03'16''$ EAST TO A POINT OF TANGENCY; THENCE RUN SOUTH $73^{\circ}56'44''$ EAST, 122.10 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF $09^{\circ}55'15''$, AN ARC LENGTH OF 56.27 FEET, A CHORD LENGTH OF 56.20 FEET AND A CHORD BEARING OF SOUTH $78^{\circ}54'22''$ EAST TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY ALONG SAID REVERSE CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF $85^{\circ}48'03''$, AN ARC LENGTH OF 37.44 FEET, A CHORD LENGTH OF 34.04 FEET AND A CHORD BEARING OF SOUTH $40^{\circ}57'59''$ EAST; THENCE RUN SOUTH $88^{\circ}03'57''$ EAST, 50.00 FEET; THENCE RUN NORTH $01^{\circ}56'03''$ EAST, 6.21 FEET; THENCE RUN SOUTH $88^{\circ}03'57''$ EAST, 120.00 FEET; THENCE RUN SOUTH $01^{\circ}56'03''$ WEST, 18.77 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE WESTERLY; THENCE RUN SOUTHERLY ALONG SAID CURVE, HAVING A RADIUS OF 345.00 FEET, A CENTRAL ANGLE OF $14^{\circ}07'13''$, AN ARC LENGTH OF 85.02 FEET, A CHORD LENGTH OF 84.81 FEET AND A CHORD BEARING OF SOUTH $08^{\circ}59'39''$ WEST TO A POINT OF TANGENCY; THENCE RUN SOUTH $16^{\circ}03'16''$ WEST, 266.54 FEET; THENCE RUN SOUTH $84^{\circ}17'16''$ EAST, 661.70 FEET; THENCE RUN SOUTH $11^{\circ}19'36''$ EAST, 488.35 FEET; THENCE RUN SOUTH $00^{\circ}46'19''$ WEST, 362.37 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33; THENCE RUN NORTH $89^{\circ}13'41''$ WEST, ALONG SAID SOUTH LINE, 335.37 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 33; THENCE RUN NORTH $89^{\circ}10'09''$ WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33, A DISTANCE OF 2640.38 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 33; THENCE RUN NORTH $89^{\circ}20'19''$ WEST, ALONG THE SOUTH LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF AFORESAID SECTION 32, A DISTANCE OF 1327.91 FEET TO THE WEST LINE OF SAID EAST HALF; THENCE RUN NORTH $00^{\circ}40'48''$ EAST, ALONG SAID WEST LINE, 2648.08 FEET TO THE NORTH LINE OF SAID EAST HALF; THENCE RUN SOUTH $89^{\circ}16'25''$ EAST, ALONG SAID NORTH LINE, 1324.54 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL LIES IN THE CITY OF LEESBURG, LAKE COUNTY FLORIDA AND CONTAINS 198.403 ACRES, MORE OR LESS.

**Consent and Joinder of Expansion Parcel Landowner
For the Amendment of the Boundaries of the
County Road 33 Community Development District**

The undersigned is the owner (“**Expansion Parcel Landowner**”) of certain lands of which are more fully described in **Exhibit A** attached hereto and made a part hereof (“**Expansion Parcel**”). The undersigned understands and acknowledges that the Board of Supervisors of the County Road 33 Community Development District (“**Petitioner**”), intends to submit a petition amending the boundaries of the County Road 33 Community Development District (“**District**”) to add the Expansion Parcel to the District’s boundaries in accordance with the provisions of Chapter 190, *Florida Statutes*.

As the owner of lands that are intended to be added to the District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005 and Section 190.046, *Florida Statutes*, Petitioner is required to include the written consent to the amendment of the boundaries of the District of one hundred percent (100%) of the owners of the lands to be added to the District.

The undersigned hereby requests and consents to the addition of the Expansion Parcel to the District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the petition process for the amendment of the boundaries of the District. The undersigned further acknowledges that the consent will remain in full force and effect for three (3) years from the date hereof. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Expansion Parcel a copy of this consent form and obtain, if requested by Petitioner, consent to amendment of the boundaries of the District in substantially this form.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the officer executing this instrument.

[signatures on following page]

Executed this 29th day of January 2026.

WITNESSES:

TLC TIERRA VISTA, LLC,
a Florida limited liability company,

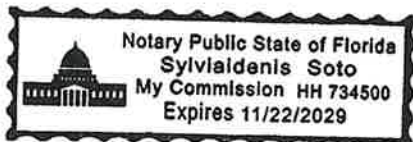
[Signature]
ANDRES ARVELO
[Print Name]

[Signature]
By: Andrew Oroz
Its: Andrew Oroz, Authorized Representative

[Signature]
TAN TRAN
[Print Name]

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization this 29th day of January 2026, by
Andrew Oroz, as Authorized Representative of TLC Tierra Vista, LLC, on
behalf of the company.



[Signature]
(Official Notary Signature & Seal)
Name: Sylviaidenis Soto
Personally Known [initials]
OR Produced Identification _____
Type of Identification _____

Exhibit A: Expansion Parcel Description

Exhibit A: Expansion Parcel Description

LEGAL DESCRIPTION

LEGAL DESCRIPTION TIERRA VISTA

A TRACT OF LAND BEING THAT PART OF SECTION 27, TOWNSHIP 20 SOUTH, RANGE 24 EAST LYING EAST OF COUNTY ROAD 33 AND WESTERLY OF THE SUNSHINE STATE PARKWAY TURNPIKE, AND THAT PART OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 24 EAST LYING EAST OF COUNTY ROAD 33 AND WESTERLY OF THE SUNSHINE STATE PARKWAY TURNPIKE DESCRIBED AS FOLLOWS:

BEGIN AT THE EAST QUARTER CORNER OF SAID SECTION 34; THENCE RUN NORTH 89°11'01" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF SECTION 34, A DISTANCE OF 2,381.52 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 33, THENCE RUN NORTH 03°00'00" WEST, ALONG SAID EAST RIGHT OF WAY LINE, 2,895.58 FEET; THENCE CONTINUING ALONG SAID EAST RIGHT OF WAY LINE OF COUNTY ROAD 33 FOR THE FOLLOWING THREE COURSES; NORTH 05°33'20" EAST, 116.16 FEET; THENCE CONTINUE NORTH 05°33'20" EAST, 202.24 FEET; THENCE NORTH 02°58'31" WEST, 575.85 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID SUNSHINE PARKWAY; THENCE RUN SOUTH 42°27'02" EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, 3,765.97 FEET TO THE EAST LINE OF SAID SECTION 34; THENCE, DEPARTING SAID RIGHT OF WAY LINE, RUN SOUTH 00°32'58" WEST, ALONG SAID EAST SECTION LINE, 1,038.81 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND LIES ION THE CITY OF LEESBURG, LAKE COUNTY, FLORIDA AND CONTAINS 135.255 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

- (1) THIS LEGAL DESCRIPTION IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER IDENTIFIED BELOW.
- (2) NO ABSTRACT FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD HAVE BEEN PROVIDED TO THIS FIRM.
- (3) BEARINGS SHOWN HEREON ARE ASSUMED RELATIVE TO THE WESTERLY RIGHT OF WAY LINE OF SUNSHINE PARKWAY, BEING SOUTH 42°27'02" EAST PER STATE RIGHT OF WAY MAP PROJ #2, STATE OF FLORIDA TURNPIKE AUTHORITY.
- (4) THE "LEGAL DESCRIPTION" HEREON HAS BEEN PREPARED BY THE SURVEYOR AT THE CLIENT'S REQUEST.
- (5) THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY, AS SUCH.

(THIS IS NOT A SURVEY)
SEE SHEET 2 OF 2 FOR SKETCH OF LEGAL.



Digitally signed
by David A
White
Date:
2024.05.14
09:14:53 -04'00'

PEC

SURVEYING AND MAPPING, LLC

CERTIFICATE OF AUTHORIZATION NUMBER LB 7808
2100 Alafaya Trail, Suite 203 • Oviedo, Florida 32765 • 407-342-4967
WWW.PECONLINE.COM

SECTION 27 & 34, TOWNSHIP 20 SOUTH, RANGE 24 EAST

DATE: MAY 9, 2024

PREP BY: KDM

DRAWN BY: KDM

JOB #: 23-064

O: 23-064 Hanover Agua Marina 23-064 SDO-CSD.dwg May 13, 2024 - 1:20pm

[illegible]

SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION AND SURVEYOR'S NOTES

SURVEYING AND MAPPING, LLC

CERTIFICATE OF AUTHORIZATION NUMBER LB 7808

2100 Alafaya Trail, Suite 203 • Oviedo, Florida 32765 • 407-542-4967
WWW.PECOONLINE.COM

WWW.PECGONLINE.COM

SECTION 27 & 34, TOWNSHIP 20 SOUTH, RANGE 24 EAST

DATE: MAY 9, 2024

PREP BY: KDM

DRAWN BY: KDM

JOB #: 23-064

O: 23-064 Hanover Agua Marina | 23-064 S00-C30.dwg May 09, 2024 - 12:16pm

**Consent and Joinder of Expansion Parcel Landowner
For the Amendment of the Boundaries of the
County Road 33 Community Development District**

The undersigned is the owner ("**Expansion Parcel Landowner**") of certain lands of which are more fully described in **Exhibit A** attached hereto and made a part hereof ("**Expansion Parcel**"). The undersigned understands and acknowledges that the Board of Supervisors of the County Road 33 Community Development District ("**Petitioner**"), intends to submit a petition amending the boundaries of the County Road 33 Community Development District ("**District**") to add the Expansion Parcel to the District's boundaries in accordance with the provisions of Chapter 190, *Florida Statutes*.

As the owner of lands that are intended to be added to the District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005 and Section 190.046, *Florida Statutes*, Petitioner is required to include the written consent to the amendment of the boundaries of the District of one hundred percent (100%) of the owners of the lands to be added to the District.

The undersigned hereby requests and consents to the addition of the Expansion Parcel to the District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the petition process for the amendment of the boundaries of the District. The undersigned further acknowledges that the consent will remain in full force and effect for three (3) years from the date hereof. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Expansion Parcel a copy of this consent form and obtain, if requested by Petitioner, consent to amendment of the boundaries of the District in substantially this form.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the officer executing this instrument.

[signatures on following page]

Executed this 29th day of January 2026.

WITNESSES:

TLC BANNING RANCH, LLC,
a Florida limited liability company,



ANDRES ARVELO
[Print Name]



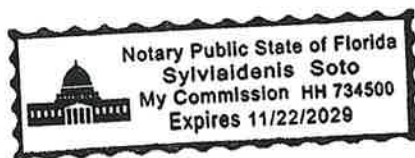
By: Andrew Orosz
Its: Authorized Representative



TAN TRAN
[Print Name]

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization this 29th day of January 2026, by
Andrew Orosz, as Authorized Representative of TLC Banning Ranch, LLC, on
behalf of the company.





(Official Notary Signature & Seal)
Name: Sylvia Denes Soto
Personally Known ☒
OR Produced Identification ☐
Type of Identification _____

Exhibit A: Expansion Parcel Description

Exhibit A: Expansion Parcel Description

[BANNING RANCH – PHASE 3]

A PARCEL OF LAND BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6258, PAGE 2401 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN SECTION 33, TOWNSHIP 20 SOUTH, RANGE 24 EAST; BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST QUARTER CORNER OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 24 EAST FOR A POINT OF REFERENCE; THENCE RUN SOUTH 89°13'40" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33, A DISTANCE OF 761.60 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°13'40" EAST, ALONG SAID NORTH LINE, 560.80 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 33; THENCE RUN NORTH 00°38'34" EAST, ALONG SAID WEST LINE, 2634.89 FEET TO A POINT ON THE NORTH LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 33; THENCE RUN SOUTH 89°09'21" EAST, ALONG SAID NORTH LINE, 1324.17 FEET TO A POINT ON THE EAST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 33; THENCE RUN SOUTH 00°40'52" WEST, ALONG SAID EAST LINE, 1317.08 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 33; THENCE RUN SOUTH 89°18'37" EAST, ALONG SAID NORTH LINE, 1322.17 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33; THENCE RUN SOUTH 00°43'40" WEST, ALONG SAID EAST LINE, 1318.51 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33; THENCE RUN SOUTH 89°14'54" EAST, ALONG SAID NORTH LINE, 736.10 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33; THENCE RUN SOUTH 00°44'31" WEST, ALONG SAID EAST LINE, 1324.55 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33; THENCE RUN NORTH 89°14'25" WEST, ALONG SAID SOUTH LINE, 735.68 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33; THENCE RUN SOUTH 00°43'14" WEST, ALONG SAID WEST LINE, 1324.35 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33; THENCE RUN NORTH 89°13'41" WEST, ALONG SAID SOUTH LINE, 984.82 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°46'19" EAST, 362.37 FEET; THENCE RUN NORTH 11°19'36" WEST, 488.35 FEET; THENCE RUN NORTH 84°17'16" WEST, 661.70 FEET; THENCE RUN NORTH 16°03'16" EAST, 266.54 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE WESTERLY; THENCE RUN NORTHERLY ALONG SAID CURVE, HAVING A RADIUS OF 345.00 FEET, A CENTRAL ANGLE OF 14°07'13", AN ARC LENGTH OF 85.02 FEET, A CHORD LENGTH OF 84.81 FEET AND A CHORD BEARING OF NORTH 08°59'39" EAST TO A POINT OF TANGENCY; THENCE RUN NORTH 01°56'03" EAST, 18.77 FEET; THENCE RUN NORTH 88°03'57" WEST, 120.00 FEET; THENCE RUN SOUTH 01°56'03" WEST, 6.21 FEET; THENCE RUN NORTH 88°03'57" WEST, 50.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY; THENCE RUN NORTHWESTERLY ALONG

SAID NON-TANGENT CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 85°48'03", AN ARC LENGTH OF 37.44 FEET, A CHORD LENGTH OF 34.04 FEET AND A CHORD BEARING OF NORTH 40°57'59" WEST TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY; THENCE RUN NORTHWESTERLY ALONG SAID REVERSE CURVE, HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 09°55'15", AN ARC LENGTH OF 56.27 FEET, A CHORD LENGTH OF 56.20 FEET AND A CHORD BEARING OF NORTH 78°54'22" WEST; THENCE RUN NORTH 73°56'44" WEST, 122.10 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF SOUTH 61°03'16" WEST; THENCE RUN NORTH 73°56'44" WEST, 50.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY; THENCE RUN NORTHWESTERLY ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF NORTH 28°56'44" WEST; THENCE RUN NORTH 16°03'16" EAST, 50.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHWEST; THENCE RUN NORTHEASTERLY ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF NORTH 61°03'16" EAST TO A POINT OF TANGENCY; THENCE RUN NORTH 16°03'16" EAST, 95.00 FEET; THENCE RUN NORTH 73°56'44" WEST, 190.00 FEET; THENCE RUN NORTH 11°01'08" WEST, 121.31 FEET; THENCE RUN NORTH 72°12'39" WEST, 651.92 FEET; THENCE RUN NORTH 36°53'26" WEST, 512.29 FEET; THENCE RUN NORTH 00°00'00" EAST, 378.84 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL LIES IN THE CITY OF LEESBURG, LAKE COUNTY FLORIDA AND CONTAINS 265.508 ACRES, MORE OR LESS

AND ALSO INCLUDING

[BANNING RANCH – PHASE 5]

A TRACT OF LAND, LYING IN SECTION 32, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 24 EAST, FOR A POINT OF BEGINNING; THENCE RUN North 89°19'52" West, 3754.41 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 48 PER RIGHT-OF-WAY MAP PROJECT 1029, ROAD 2; THENCE RUN North 29°02'04" East, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, 1749.96 FEET; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, RUN North 84°12'41" East, 391.52 FEET; THENCE RUN South 73°31'36" East, 666.20 FEET; THENCE RUN South 58°53'42" East, 656.86 FEET; THENCE RUN North 79°49'04" East, 1351.03 FEET TO THE NORTHEAST

CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF AFORESAID SECTION 32 THENCE RUN SOUTH 00°40'48" WEST, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 32, A DISTANCE OF 1324.04 FEET TO the POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND, LIES IN THE CITY OF LEESBURG, LAKE COUNTY, FLORIDA AND CONTAINS 103.141 ACRES MORE OR LESS.

6

RESOLUTION 2026-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF COUNTY ROAD 33 COMMUNITY DEVELOPMENT DISTRICT, AMENDING RESOLUTION 2024-30 AND DIRECTING THE CHAIRMAN AND DISTRICT STAFF TO FILE A PETITION WITH THE CITY OF LEESBURG, FLORIDA, REQUESTING THE PASSAGE OF AN ORDINANCE AMENDING THE DISTRICT'S BOUNDARIES, AND AUTHORIZING SUCH OTHER ACTIONS AS ARE NECESSARY IN FURTHERANCE OF THE BOUNDARY AMENDMENT PROCESS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the County Road 33 Community Development District ("**District**") is a unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* ("**Act**"), and City of Leesburg Ordinance No. 23-58 (the "**Ordinance**"); and

WHEREAS, pursuant to the Act, the District is authorized to construct, acquire, and maintain infrastructure improvements and services; and

WHEREAS, the District's Board of Supervisors ("**Board**") previously adopted Resolution 2024-30, directing the District Chairman and Staff to file a petition with the City of Leesburg, Florida, requesting the passage of an ordinance amending the District's boundaries; and

WHEREAS, the District now desires to amend and restate Resolution 2024-30 in order to include additional property to be added to the District's boundaries; and

WHEREAS, the District presently consists of 441.153 acres, more or less, as more fully described in the Ordinance; and

WHEREAS, the District desires to amend its boundaries to include certain property, commonly identified as Tierra Vista and Banning Ranch Phases 3, 4 and 5 and upon which the District intends to construct, acquire, maintain, and/or provide infrastructure improvements and services; and

WHEREAS, the lands within Tierra Vista are identified in the legal description attached here to as Exhibit A-1 ("**Tierra Vista**") and incorporated herein by reference and consist of 135.255 acres, more or less; and

WHEREAS, the lands within Banning Ranch Phases 3 & 4 are identified in the legal description attached here to as Exhibit A-2 ("**BR Phases 3 & 4**") and incorporated herein by reference and consist of 463.991 acres, more or less; and

WHEREAS, the lands within Banning Ranch Phase 5 are identified in the legal description attached here to as Exhibit A-3 (“**BR Phase 5**,” and together with Tierra Vista and BR Phases 3 & 4, the “**Expansion Area**”) and incorporated herein by reference and consist of 102.93 acres, more or less; and

WHEREAS, the District either has or will obtain written consent to inclusion within the District’s boundaries from the owners of the lands within the Expansion Area prior to filing the Petition (hereinafter defined); and

WHEREAS, the proposed boundary amendment to add the Expansion Area is in the best interests of the District and the area of land within the proposed amended boundaries of the District will continue to be of sufficient size, sufficiently compact, and sufficiently contiguous to be developable as one functionally related community; and

WHEREAS, for the area of land within the amended boundaries of the District, the District is the best alternative available for delivering community development services and facilities; and

WHEREAS, the incorporation of the Expansion Area within the District’s boundaries is not inconsistent with either the State or local comprehensive plan; and

WHEREAS, the area of land that will lie within the District’s boundaries as amended is amenable to separate special district government; and

WHEREAS, in order to seek a boundary amendment pursuant to Chapter 190, *Florida Statutes*, the District desires to authorize District staff, including but not limited to legal, engineering, and managerial staff, to provide such services as are necessary throughout the pendency of the boundary amendment process; and

WHEREAS, the retention of any necessary consultants and the work to be performed by District staff may require the expenditure of certain fees, costs, and other expenses by the District as authorized by the District’s Board; and

WHEREAS, the District desires to petition to amend its boundaries in accordance with the procedures and processes described in Chapter 190, *Florida Statutes*, which processes include the preparation of a petition to the City of Leesburg, Florida, and such other actions as are necessary in furtherance of the boundary amendment process.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF COUNTY ROAD 33 COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The recitals as stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.

SECTION 2. The Board hereby directs its Chair and District staff to prepare and file a petition and any other materials with the City of Leesburg as necessary to amend the District's boundaries and incorporate the lands within the Expansion Area pursuant to Chapter 190, *Florida Statutes*, and any other applicable Florida law (the "**Petition**").

SECTION 3. The Board hereby authorizes Sarah R. Sandy and Michelle K. Rigoni, of Kutak Rock LLP, to act as the District's agents regarding any and all matters pertaining to the Petition.

SECTION 4. This Resolution shall become effective upon its passage.

[SIGNATURE PAGE TO FOLLOW]

PASSED AND ADOPTED this 28th day of January 2026.

ATTEST:

DocuSigned by:

George Flint

Secretary/Assistant Secretary

COUNTY ROAD 33 COMMUNITY

DEVELOPMENT DISTRICT

DocuSigned by:

Tony Iorio

Chair/Vice Chair, Board of Supervisors

Exhibit A-1: Legal Description of Tiera Vista

Exhibit A-2: Legal Description of BR Phases 3 & 4

Exhibit A-3: Legal Description of BR Phase 5

EXHIBIT A-1
Legal Description of Tiera Vista

LEGAL DESCRIPTION

LEGAL DESCRIPTION
TIERRA VISTA
A TRACT OF LAND BEING THAT PART OF SECTION 27, TOWNSHIP 20 SOUTH, RANGE 24 EAST LYING EAST OF COUNTY ROAD 33 AND WESTERLY OF THE SUNSHINE STATE PARKWAY TURNPIKE, AND THAT PART OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 24 EAST LYING EAST OF COUNTY ROAD 33 AND WESTERLY OF THE SUNSHINE STATE PARKWAY TURNPIKE DESCRIBED AS FOLLOWS:

BEGIN AT THE EAST QUARTER CORNER OF SAID SECTION 34; THENCE RUN NORTH 89°11'01" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF SECTION 34, A DISTANCE OF 2,381.52 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 33, THENCE RUN NORTH 03°00'00" WEST, ALONG SAID EAST RIGHT OF WAY LINE, 2,895.58 FEET; THENCE CONTINUING ALONG SAID EAST RIGHT OF WAY LINE OF COUNTY ROAD 33 FOR THE FOLLOWING THREE COURSES; NORTH 05°33'20" EAST, 116.16 FEET; THENCE CONTINUE NORTH 05°33'20" EAST, 202.24 FEET; THENCE NORTH 02°58'31" WEST, 575.85 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID SUNSHINE PARKWAY; THENCE RUN SOUTH 42°27'02" EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, 3,765.97 FEET TO THE EAST LINE OF SAID SECTION 34; THENCE, DEPARTING SAID RIGHT OF WAY LINE, RUN SOUTH 00°32'58" WEST, ALONG SAID EAST SECTION LINE, 1,038.81 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND LIES ION THE CITY OF LEESBURG, LAKE COUNTY, FLORIDA AND CONTAINS 135.255 ACRES, MORE OR LESS.

- SURVEYOR'S NOTES:
- (1) THIS LEGAL DESCRIPTION IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER IDENTIFIED BELOW.
 - (2) NO ABSTRACT FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD HAVE BEEN PROVIDED TO THIS FIRM.
 - (3) BEARINGS SHOWN HEREON ARE ASSUMED RELATIVE TO THE WESTERLY RIGHT OF WAY LINE OF SUNSHINE PARKWAY, BEING SOUTH 42°27'02" EAST PER STATE RIGHT OF WAY MAP PROJ #2, STATE OF FLORIDA TURNPIKE AUTHORITY.
 - (4) THE "LEGAL DESCRIPTION" HEREON HAS BEEN PREPARED BY THE SURVEYOR AT THE CLIENT'S REQUEST.
 - (5) THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY, AS SUCH.

(THIS IS NOT A SURVEY)
SEE SHEET 2 OF 2 FOR SKETCH OF LEGAL.

 Digitally signed
by David A
White
Date:
2024.05.14
09:14:53 -04'00'

PEC | **SURVEYING AND MAPPING, LLC**
CERTIFICATE OF AUTHORIZATION NUMBER LB 7808
2100 Alafaya Trail, Suite 203 • Oviedo, Florida 32765 • 407-542-4967
WWW.PECONLINE.COM

SECTION 27 & 34, TOWNSHIP 20 SOUTH, RANGE 24 EAST

DATE: MAY 9, 2024

PREP BY: KDM

DRAWN BY: KDM

JOB #: 23-064

C:\23-064 Hanover Agua Marina\23-064 SDD-C3D.dwg May 13, 2024 - 1:20pm

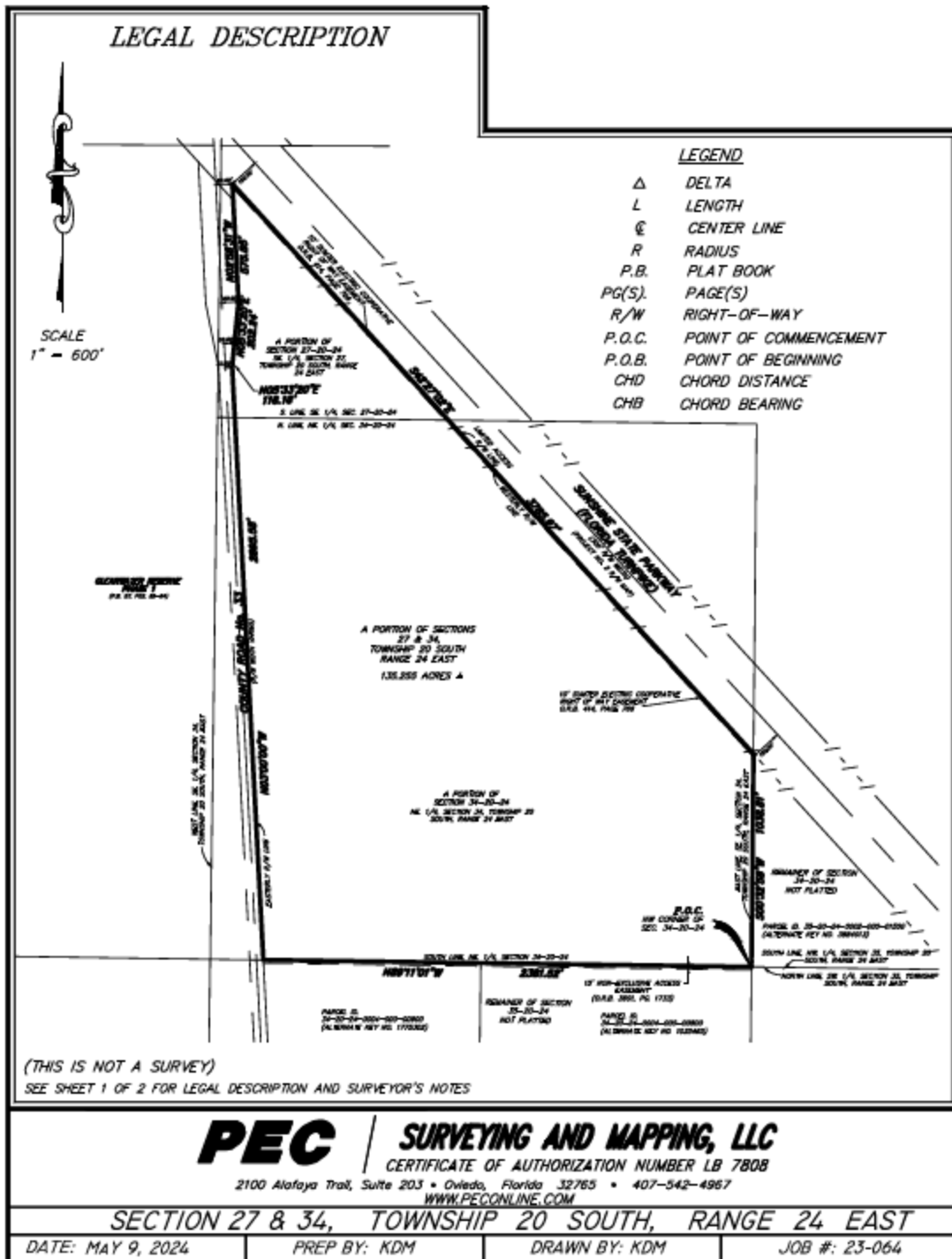


EXHIBIT A-2
Legal Description of BR Phases 3 & 4

LEGAL DESCRIPTION			
LEGAL DESCRIPTION BANNING 3 AND 4			
A TRACT OF LAND BEING THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 24 EAST AND THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 24 EAST, AND THE SOUTHWEST QUARTER OF SAID SECTION 33, AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33 AND THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 33 AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, LESS THE EAST 585 FEET, OF SAID SECTION 33, DESCRIBED AS FOLLOWS:			
BEGIN AT THE SOUTHWEST CORNER OF SAID SECTION 33; THENCE RUN NORTH 89°20'19" WEST, ALONG THE SOUTH LINE OF SAID EAST HALF OF SOUTHEAST QUARTER OF SECTION 32, A DISTANCE OF 1,327.91 FEET TO THE SOUTHWEST CORNER OF SAID EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 32; THENCE RUN NORTH 00°40'48" EAST, ALONG THE WEST LINE OF SAID EAST HALF OF THE SOUTHEAST QUARTER, 2,648.08 FEET TO THE NORTH LINE OF SAID EAST HALF OF SOUTHEAST QUARTER; THENCE RUN SOUTH 89°16'25" EAST ALONG SAID NORTH LINE, 1,324.54 TO THE EAST QUARTER CORNER OF SAID SECTION 32; THENCE RUN SOUTH 89°13'40" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33, A DISTANCE OF 1,322.39 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 33; THEN RUN NORTH 00°38'34" EAST, ALONG THE WEST LINE OF SAID EAST HALF OF THE NORTHWEST QUARTER, 2,634.89 FEET TO THE NORTH LINE OF SAID SECTION 33; THENCE RUN SOUTH 89°09'21" EAST, ALONG THE NORTH LINE OF SECTION 33, 1,324.17 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 33, ALSO BEING THE WEST LINE OF CLEARWATER RESERVE PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 57, PAGES 89 THROUGH 94 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 00°40'52" WEST ALONG THE EAST LINE OF SAID EAST HALF OF THE NORTHWEST QUARTER AND ALONG THE WEST LINE OF SAID CLEARWATER RESERVE PHASE 1, 1,317.08 FEET; THENCE RUN SOUTH 89°18'37" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, ALSO BEING THE SOUTH LINE OF SAID CLEARWATER RESERVE PHASE 1, A DISTANCE OF 1,322.17 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 33; THENCE RUN SOUTH 00°43'40" WEST, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, 1,318.51 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33; THENCE RUN SOUTH 89°14'54" EAST, 736.10 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, LESS THE EAST 585 FEET THEREOF, THENCE RUN SOUTH 00°44'31" WEST, ALONG SAID EAST LINE, 1,324.55 FEET TO THE NORTH LINE OF THE SOUTH HALF OF SAID SOUTHEAST QUARTER, ALSO BEING THE NORTH LINE OF HAMMOCK GROVE ESTATES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 40, PAGES 30 THROUGH 33 OF SAID PUBLIC RECORDS; THENCE RUN NORTH 89°14'25" WEST, ALONG SAID NORTH LINE, 735.68 FEET TO THE EAST LINE OF THE WEST HALF OF SAID SOUTHEAST QUARTER OF SAID SECTION 33; THENCE RUN SOUTH 00°43'14" WEST ALONG SAID EAST LINE, 1,324.35 TO THE SOUTH LINE OF SAID SECTION 33; THENCE RUN NORTH 89°13'41" WEST, ALONG SAID SOUTH LINE, 1,320.19 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 33; THENCE CONTINUE ALONG SAID SOUTH SECTION LINE, NORTH 89°10'09" WEST, 2,640.38 FEET TO THE POINT OF BEGINNING.			
THE ABOVE DESCRIBED TRACT OF LAND LIES IN THE CITY OF LEESBURG, LAKE COUNTY, FLORIDA AND CONTAINS 463.911 ACRES, MORE OR LESS.			
(THIS IS NOT A SURVEY)			
SEE SHEET 2 OF 3 FOR SURVEYOR'S NOTES AND SHEET 3 OF 3 FOR SKETCH OF LEGAL.			
PEC		SURVEYING AND MAPPING, LLC	
2100 Alafaya Trail, Suite 203 • Oviedo, Florida 32765 • 407-542-4967		CERTIFICATE OF AUTHORIZATION NUMBER LB 7808	
WWW.PECONLINE.COM		Digitally signed by David A. White Date: 2024.05.14 09:10:11 -0400	
SECTION 32 & 33, TOWNSHIP 20 SOUTH, RANGE 24 EAST			
DATE: MAY 14, 2024	PREP BY: KDM	DRAWN BY: KDM	JOB #: 24-019

0: 24-019 Hanover Banning 3 and 4 24-019 500.dwg May 14, 2024 - 8:14am

LEGAL DESCRIPTION

SURVEYOR'S NOTES:

- (1) THIS LEGAL DESCRIPTION IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER IDENTIFIED BELOW.
- (2) NO ABSTRACT FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD HAVE BEEN PROVIDED TO THIS FIRM.
- (3) BEARINGS SHOWN HEREON ARE ASSUMED RELATIVE TO THE SOUTH LINE OF SECTION 66, TOWNSHIP 20 S, RANGE 24 E, BEING NORTH 89°10'09" WEST
- (4) THE "LEGAL DESCRIPTION" HEREON HAS BEEN PREPARED BY THE SURVEYOR AT THE CLIENT'S REQUEST.
- (5) THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY, AS SUCH.

LEGEND

- Δ DELTA
- L LENGTH
- ⊙ CENTER LINE
- R RADIUS
- P.B. PLAT BOOK
- PG(S). PAGE(S)
- R/W RIGHT-OF-WAY
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- CHD CHORD DISTANCE
- CHB CHORD BEARING

(THIS IS NOT A SURVEY)

SEE SHEET 1 OF 3 FOR SKETCH OF LEGAL AND SHEET 3 OF 3 FOR SKETCH

PEC

SURVEYING AND MAPPING, LLC
CERTIFICATE OF AUTHORIZATION NUMBER LB 7808
2100 Alafaya Trail, Suite 203 • Oviedo, Florida 32765 • 407-542-4967
WWW.PECONLINE.COM

SECTION 32 & 33, TOWNSHIP 20 SOUTH, RANGE 24 EAST

DATE: MAY 14, 2024	PREP BY: KDM	DRAWN BY: KDM	JOB #: 24-019
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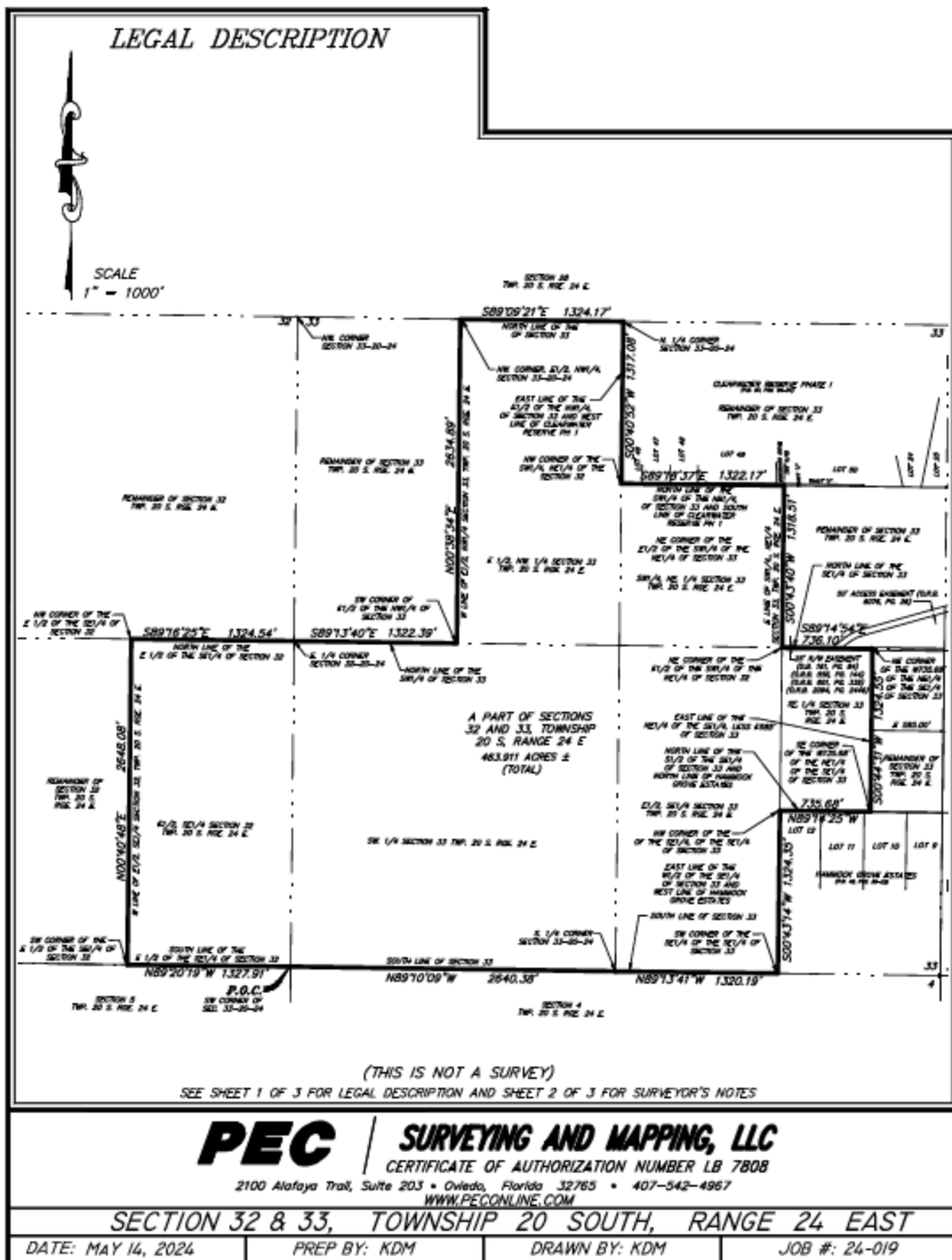


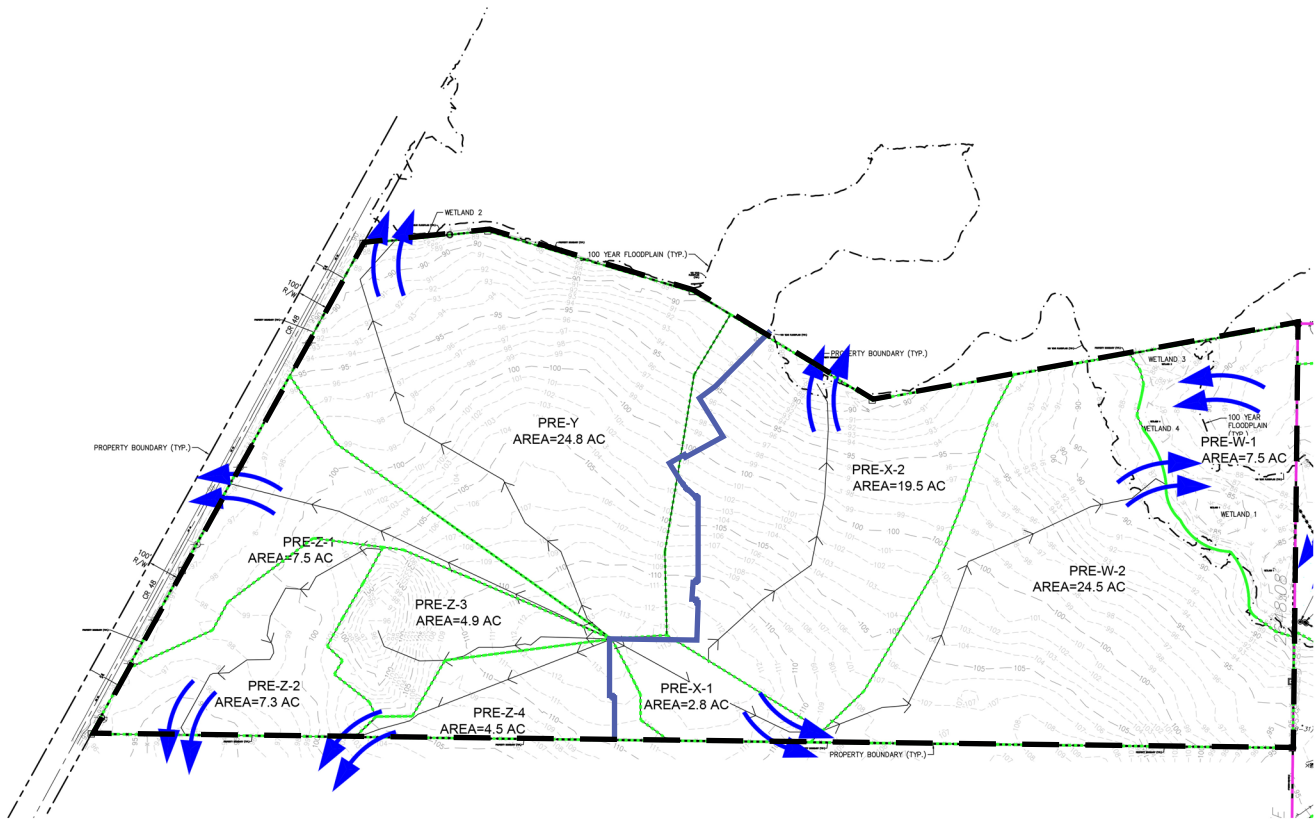
EXHIBIT A-3

Legal Description of BR Phase 5



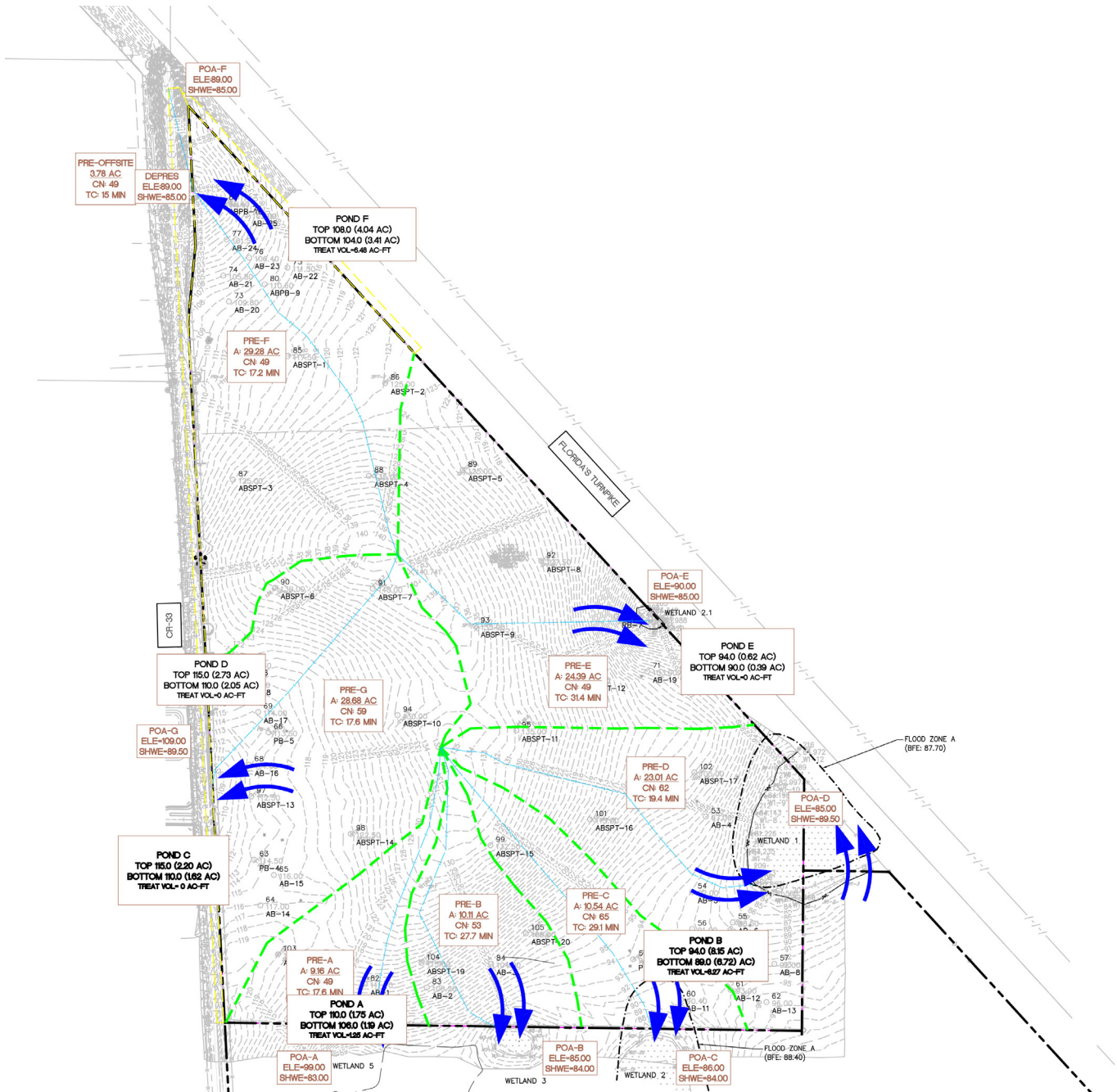
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LEGEND

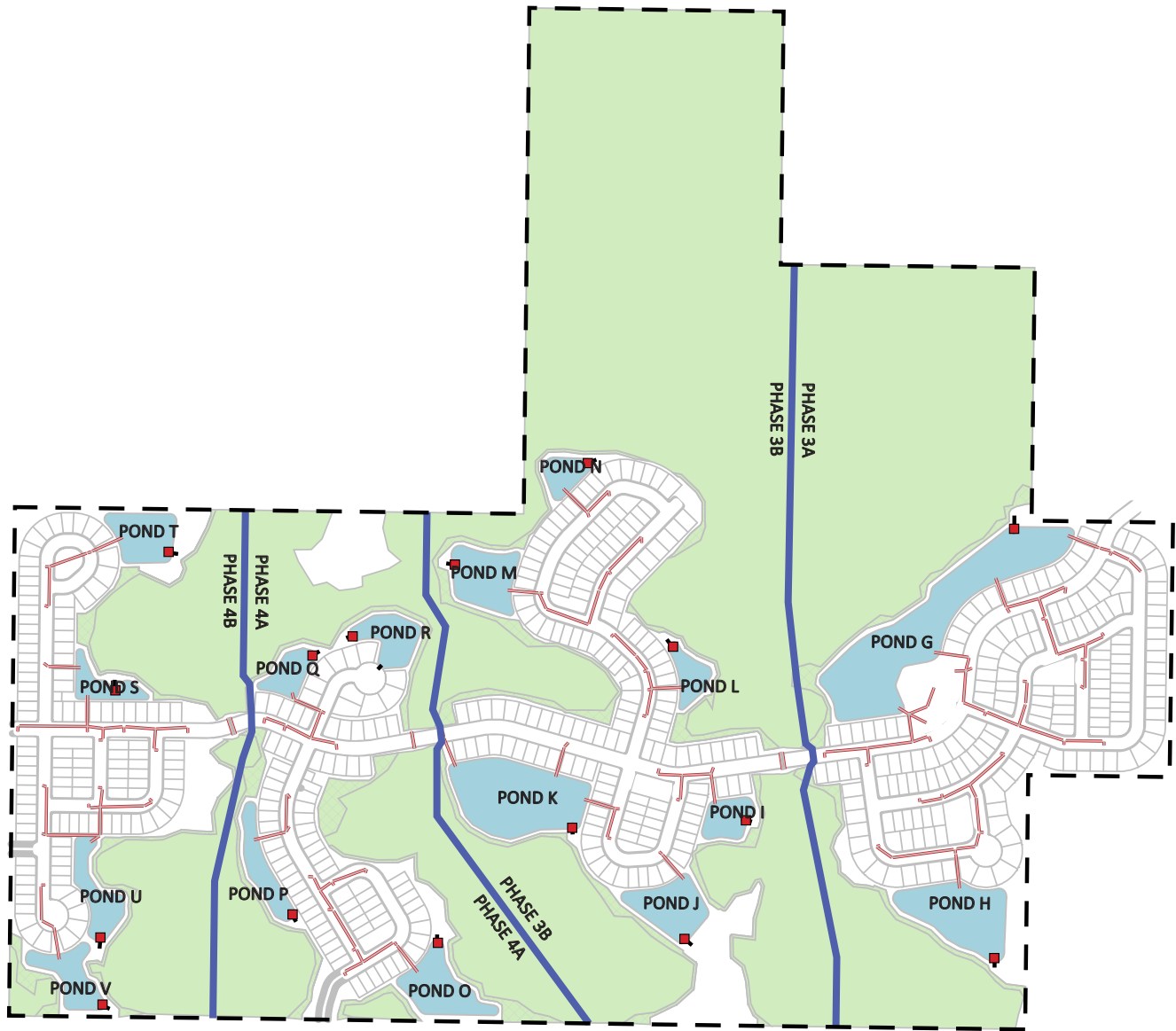
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- PRE FROM OFF SITE
- BASIN FLOW ARROWS
- CDD BOUNDARY



LEGEND

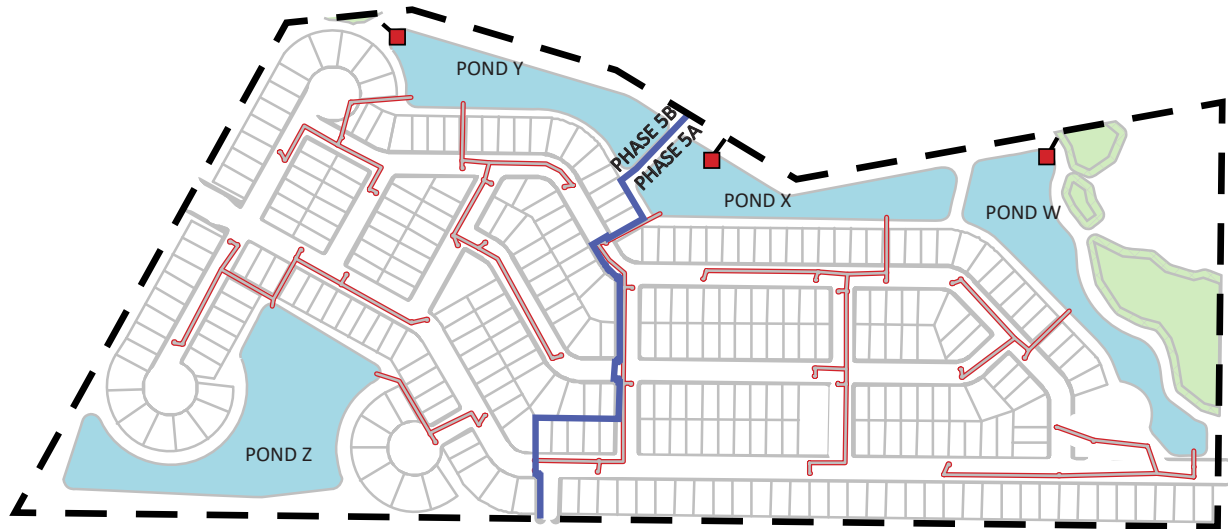
- PRE ON SITE BASIN
- PRE FROM OFF SITE
- WETLANDS
- BASIN FLOW ARROWS
- CDD BOUNDARY

8B



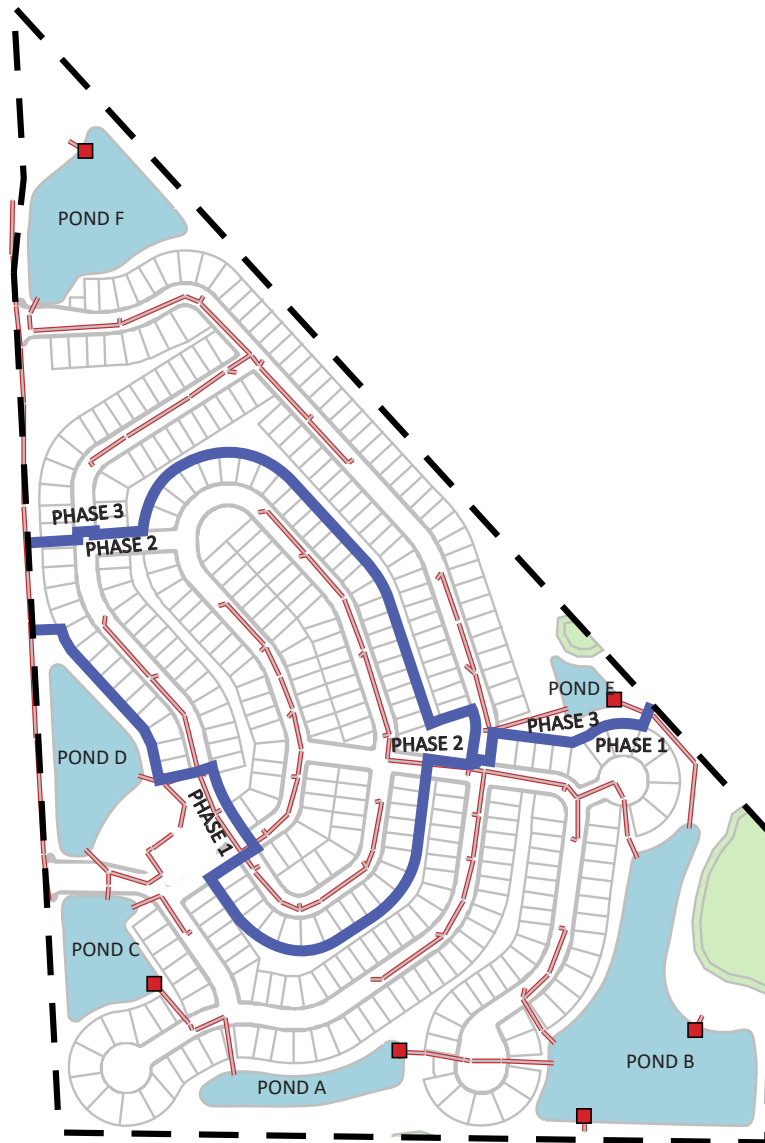
LEGEND

- WETLAND
- PROPOSED STORMWATER POND
- PROPOSED OUTFALL STRUCTURE (TYP.)
- CDD BOUNDARY
- PHASE LINE



LEGEND

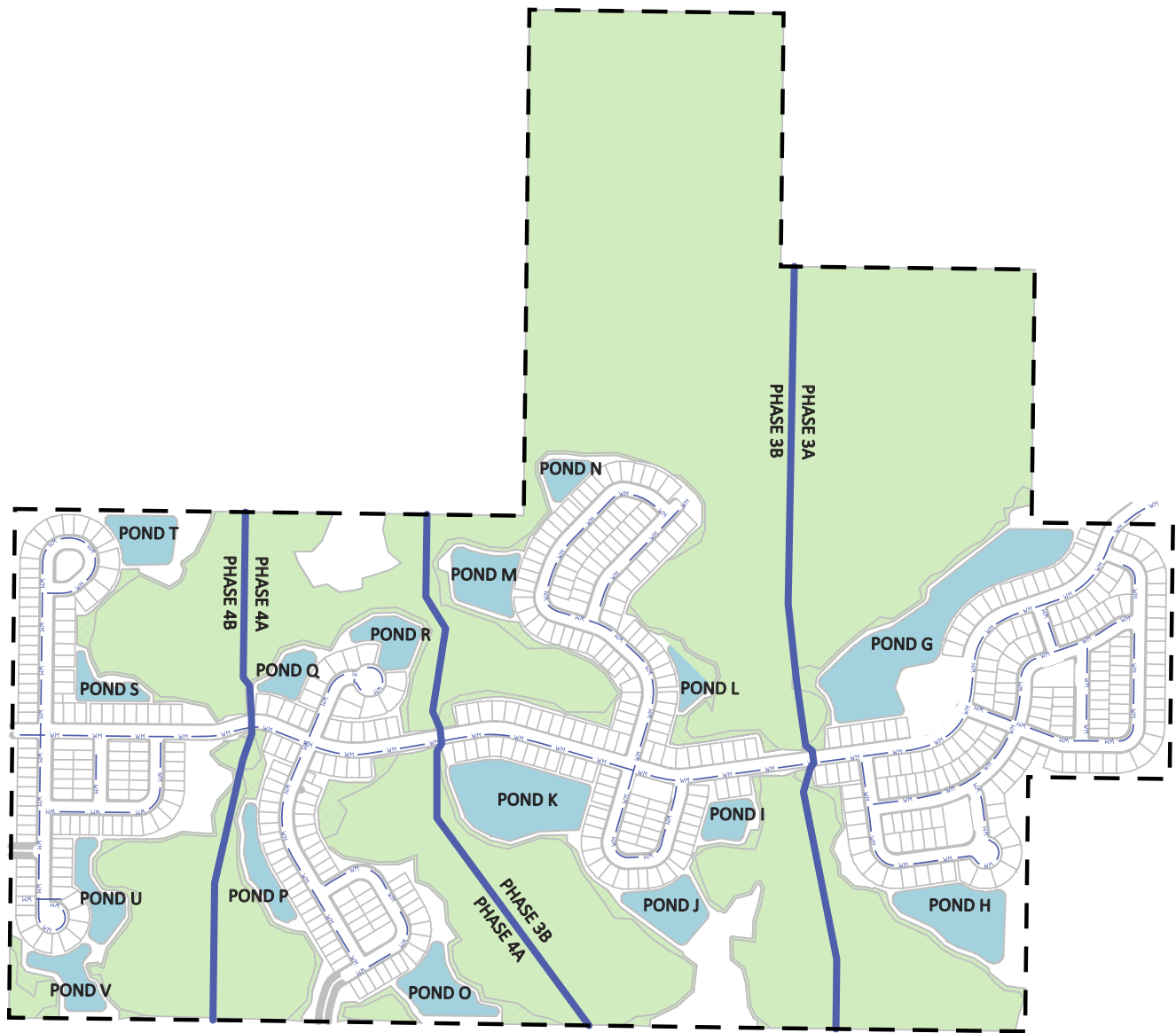
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- PROPOSED OUTFALL STRUCTURE (TYP.)
- CDD BOUNDARY
- PHASE LINE



LEGEND

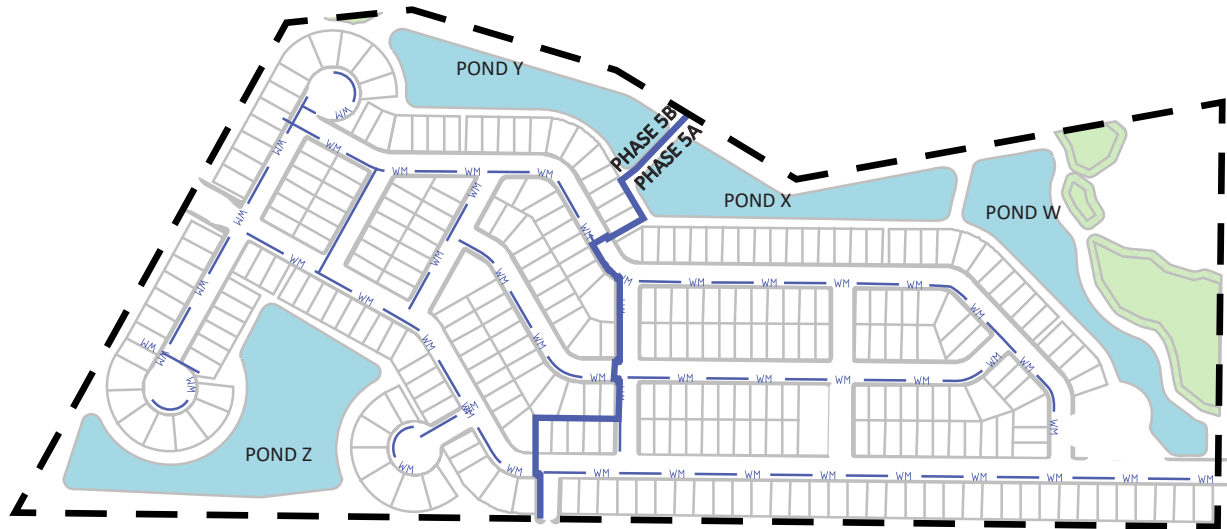
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- PROPOSED STORMWATER POND
- PROPOSED OUTFALL STRUCTURE (TYP.)
- CDD BOUNDARY
- PHASE LINE

8C



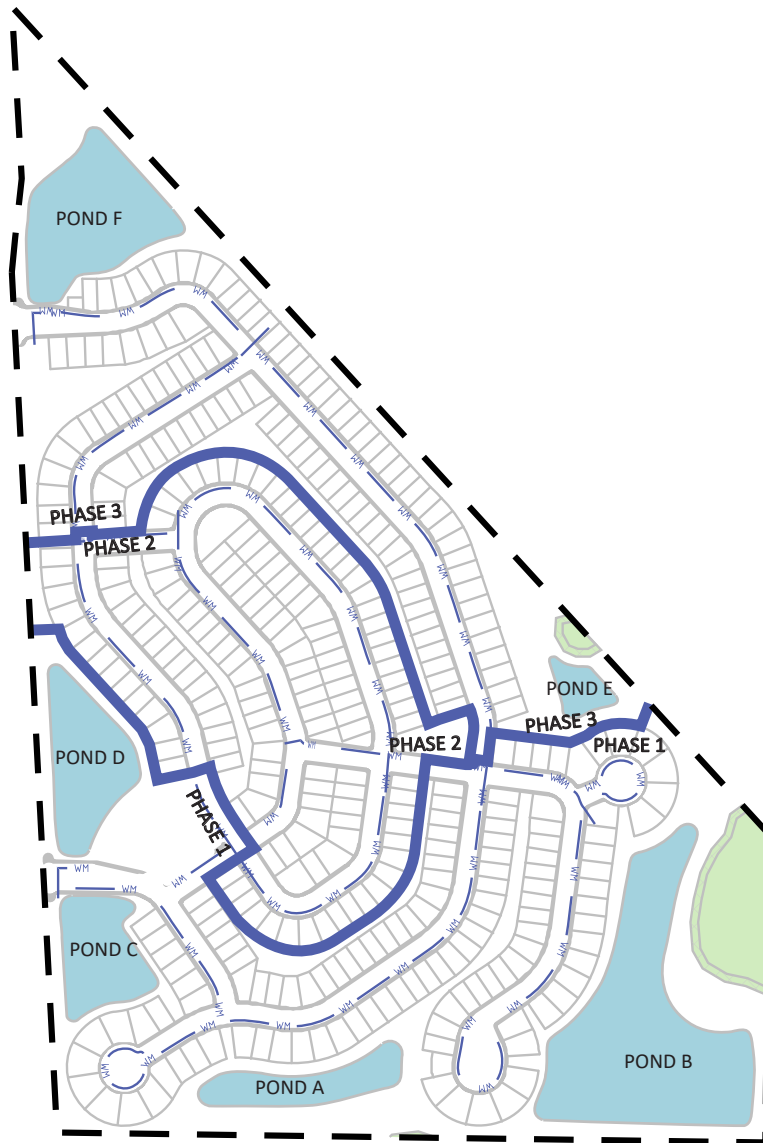
LEGEND

- WETLAND
- PROPOSED STORMWATER POND
- WM PROPOSED POTABLE WATER MAIN
- CDD BOUNDARY
- PHASE LINE



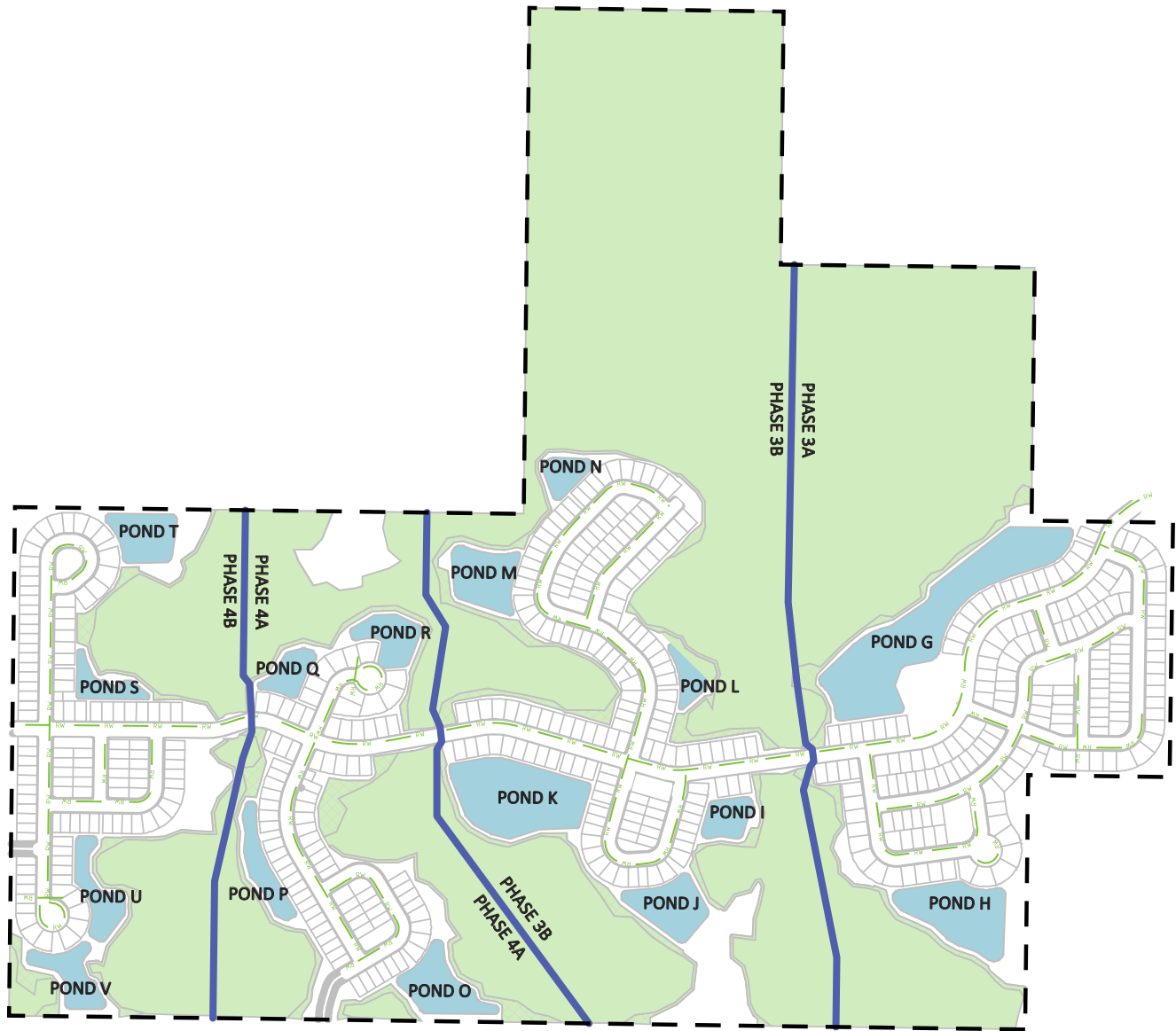
LEGEND

- WETLAND
- PROPOSED STORMWATER POND
- WM PROPOSED POTABLE WATER MAIN
- CDD BOUNDARY
- PHASE LINE



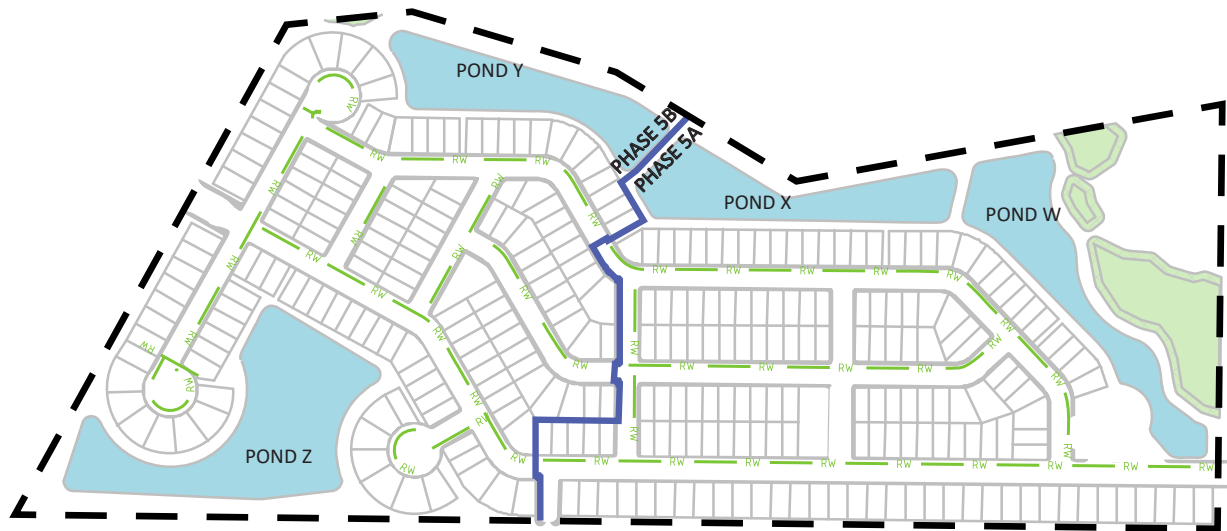
LEGEND

- WETLAND
- PROPOSED STORMWATER POND
- WM PROPOSED POTABLE WATER MAIN
- CDD BOUNDARY



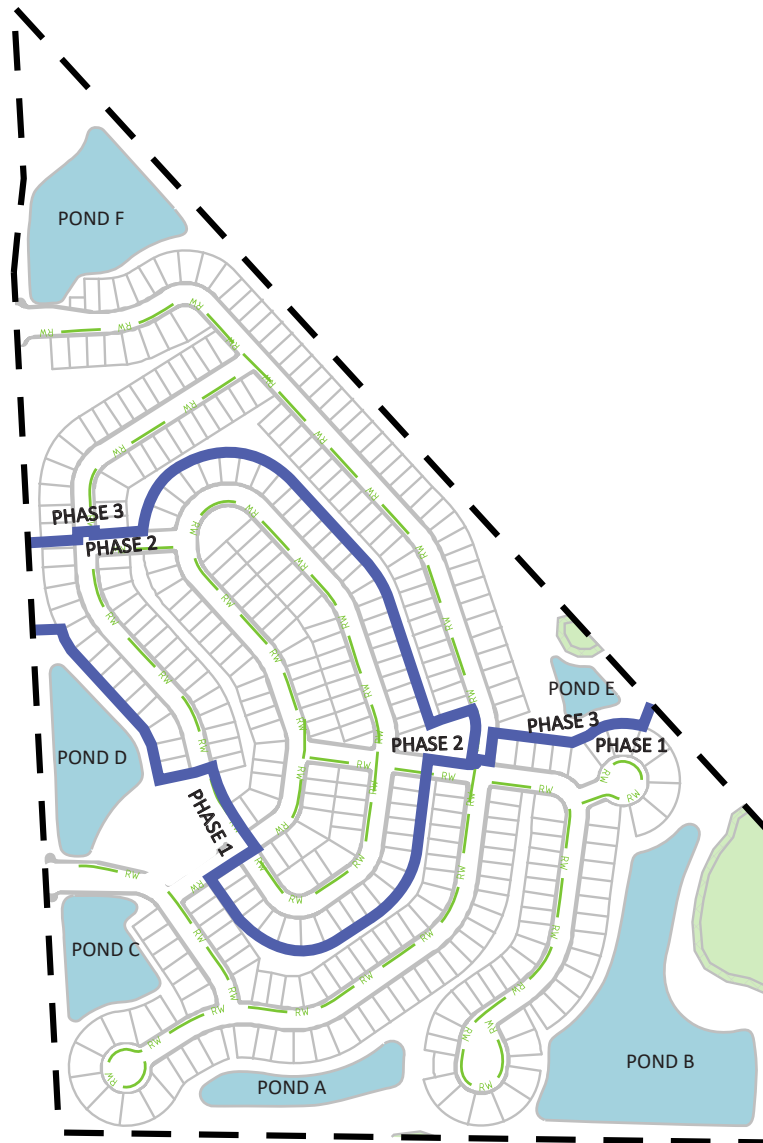
LEGEND

- WETLAND
- PROPOSED STORMWATER POND
- PROPOSED REUSE WATER MAIN
- CDD BOUNDARY
- PHASE LINE



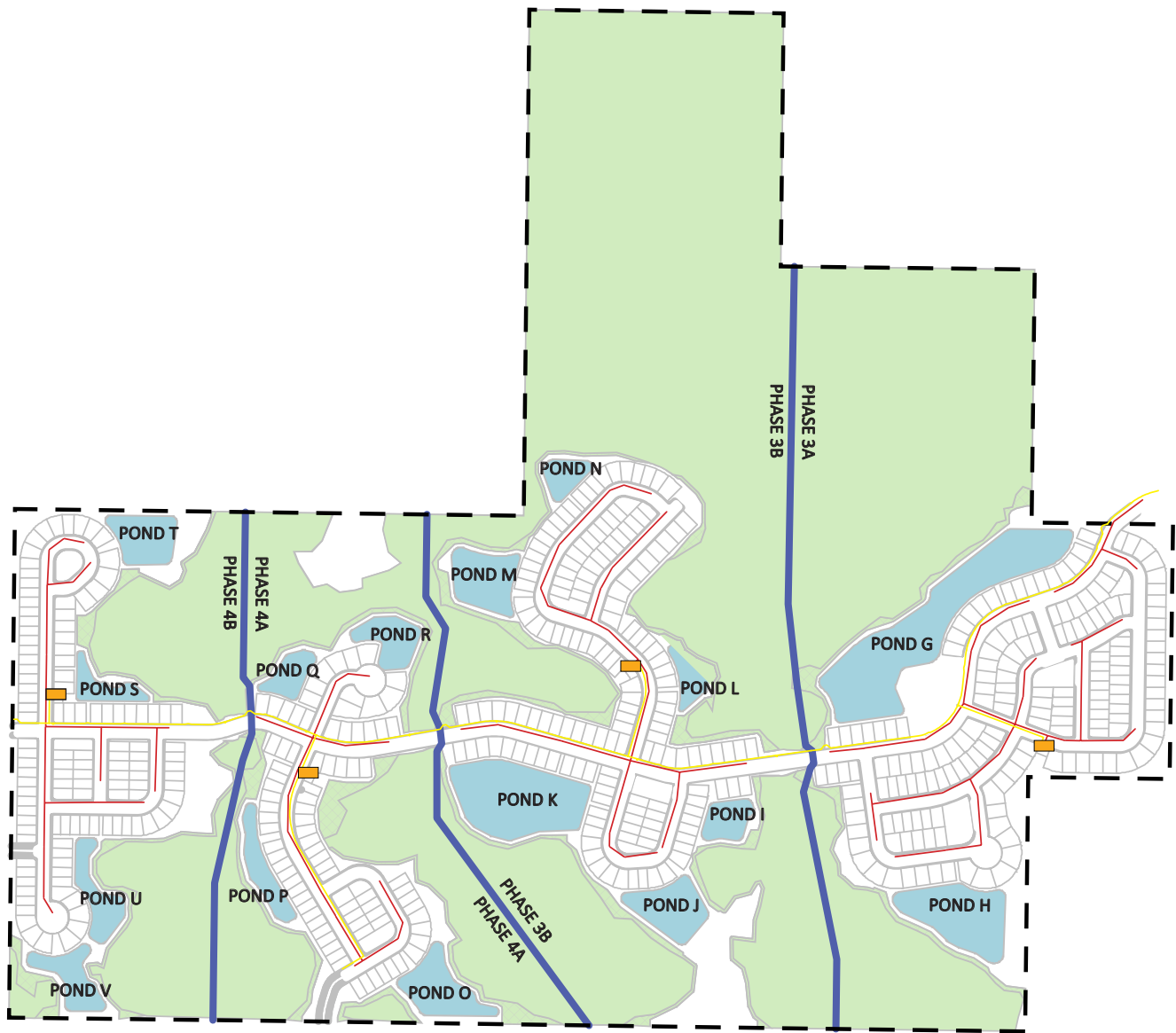
LEGEND

- WETLAND
- PROPOSED STORMWATER POND
- PROPOSED REUSE WATER MAIN
- CDD BOUNDARY
- PHASE LINE



LEGEND

- WETLAND
- PROPOSED STORMWATER POND
- PROPOSED REUSE WATER MAIN
- CDD BOUNDARY



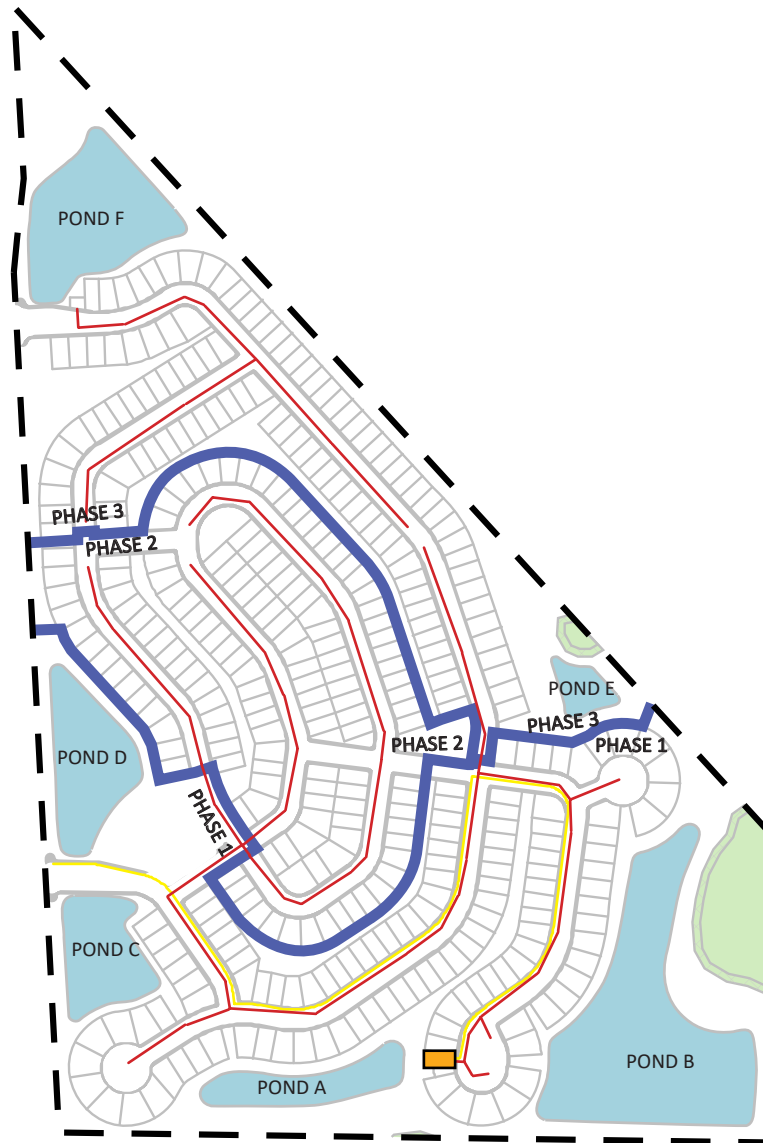
LEGEND

- WETLAND
- PROPOSED STORMWATER POND
- PROPOSED WASTEWATER LIFT STATION
- PROPOSED GRAVITY SEWER
- FORCE MAIN
- CDD BOUNDARY
- PHASE LINE



LEGEND

- WETLAND
- PROPOSED STORMWATER POND
- PROPOSED WASTEWATER LIFT STATION
- PROPOSED GRAVITY SEWER
- FORCE MAIN
- CDD BOUNDARY
- PHASE LINE



LEGEND

- WETLAND
- PROPOSED STORMWATER POND
- PROPOSED WASTEWATER LIFT STATION
- PROPOSED GRAVITY SEWER
- FORCE MAIN
- CDD BOUNDARY

9

Facilities/Systems	Proposed Ownership and Maintenance Entity
Sanitary Sewer Collection System (On & Off-Site)	City of Leesburg
Water Distribution System (On & Off-Site)	City of Leesburg
Reuse Water System (On & Off-Site)	City of Leesburg
Master Stormwater Management System	CR 33 CDD
Electrical Service System	SECO
Gas Service System	City of Leesburg
On-Site Public Roadway Improvements	City of Leesburg
Off-Site Public Roadway Improvements	Lake County
Landscape, Hardscape & Irrigation within Master Public Roads	CR 33 CDD/HOA

CR 33 CDD Boundary Amendment - Expansion Parcels

Opinion of Probable Construction Costs

Proposed District Facilities and Services	TOTAL	Banning Ranch Phases 3-5	Tierra Vista Phases 1-3
1. Master Utilities System (Onsite & Offsite)			
a. Sanitary Sewer System	\$ 9,380,290	\$ 7,220,052	\$ 2,160,238
b. Water Distribution System	\$ 6,943,689	\$ 5,037,597	\$ 1,906,092
c. Reuse Water System	\$ 5,429,771	\$ 3,873,129	\$ 1,556,642
2. Master Stormwater Management System	\$ -		
a. Pond and Roadway Earthwork	\$ 18,955,635	\$ 13,875,068	\$ 5,080,567
b. On and Offsite Storm Conveyance System	\$ 8,791,043	\$ 6,408,428	\$ 2,382,615
3. Electrical Service Systems (Underground)	\$ 4,106,400	\$ 2,390,900	\$ 1,715,500
4. Gas	\$ 3,163,930	\$ 2,132,085	\$ 1,031,845
5. On-Site Roadway Improvements	\$ 12,224,580	\$ 9,123,537	\$ 3,101,043
6. Off-Site Roadway Improvements	\$ 503,500	\$ 159,000	\$ 344,500
7. Landscaping, Hardscaping & Irrigation	\$ 3,115,635	\$ 1,769,135	\$ 1,346,500
8. Professional Consulting Fees	\$ 4,271,308	\$ 2,647,833	\$ 1,623,475
9. Contingency (15%)	\$ 11,532,866.87	\$ 8,195,514.43	\$ 3,337,352.44
Total	\$ 88,418,646	\$ 62,832,277	\$ 25,586,369
Construction Start	6/15/2027	9/8/2027	6/15/2027
Construction Completion	4/14/2036	4/14/2036	7/20/2032
Proposed # of Lots	1,189	824	365

CR 33 CDD Boundary Amendment - Banning Ranch Phases 3 - 5

Opinion of Probable Construction Costs

Proposed District Facilities and Services	Total	Phase 3A	Phase 3B	Phase 4A	Phase 4B	Phase 5B	Phase 5A
1. Master Utilities System (Onsite & Offsite)							
a. Sanitary Sewer System	\$ 7,220,052	\$ 1,801,101	\$ 902,442	\$ 1,203,270	\$ 734,207	\$ 1,610,087	\$ 968,946
b. Water Distribution System	\$ 5,037,597	\$ 1,028,030	\$ 796,272	\$ 500,532	\$ 647,830	\$ 1,095,987	\$ 968,946
c. Reuse Water System	\$ 3,873,129	\$ 839,558	\$ 650,289	\$ 408,768	\$ 529,061	\$ 767,191	\$ 678,262
2. Master Stormwater Management System							
a. Pond and Roadway Earthwork	\$ 13,875,068	\$ 2,599,726	\$ 2,675,335	\$ 1,459,657	\$ 1,727,535	\$ 2,808,889	\$ 2,603,926
b. On and Offsite Storm Conveyance System	\$ 6,408,428	\$ 1,285,038	\$ 1,055,060	\$ 663,205	\$ 858,374	\$ 1,351,717	\$ 1,195,033
3. Electrical Service Systems (Underground)	\$ 2,390,900	\$ 448,200	\$ 426,600	\$ 237,600	\$ 318,600	\$ 542,400	\$ 417,500
4. Gas	\$ 2,132,085	\$ 500,731	\$ 424,891	\$ 243,632	\$ 314,121	\$ 324,282	\$ 324,429
5. On-Site Roadway Improvements	\$ 9,123,537	\$1,827,809	\$1,560,763	\$1,028,005	\$1,386,274	\$ 1,752,172	\$ 1,568,513
6. Off-Site Roadway Improvements	\$ 159,000					\$ 159,000	-
7. Landscaping, Hardscaping & Irrigation	\$ 1,769,135	\$ 392,787	\$ 336,756	\$ 235,745	\$ 289,347	\$ 294,000	\$ 220,500
8. Professional Consulting Fees	\$ 2,647,833	\$ 1,105,000	\$ 290,960	\$ 252,060	\$ 242,560	\$ 665,203	\$ 92,050
9. Contingency (15%)	\$ 8,195,514.43	\$ 1,774,197	\$ 1,367,905	\$ 934,871	\$ 1,057,186	\$ 1,705,639	\$ 1,355,716
Total	\$ 62,832,277	\$ 13,602,177	\$ 10,487,273	\$ 7,167,344	\$ 8,105,095	\$ 13,076,567	\$ 10,393,822
Construction Start		9/8/2027	4/27/2029	10/2/2030	6/14/2031	5/30/2033	1/24/2035
Construction Completion		12/11/2028	7/31/2030	1/4/2032	9/18/2032	6/13/2034	4/14/2036
Proposed # of Lots	824	169	158	86	117	147	147

CR 33 CDD Boundary Amendment - Tierra Vista

Opinion of Probable Construction Costs

Proposed District Facilities and Services	Total	Phase 1	Phase 2	Phase 3
1. Master Utilities System (Onsite & Offsite)				
a. Sanitary Sewer System	\$ 2,160,238	\$ 840,453	\$ 789,708	\$ 530,076
b. Water Distribution System	\$ 1,906,092	\$ 741,576	\$ 696,802	\$ 467,714
c. Reuse Water System	\$ 1,556,642	\$ 605,620	\$ 569,055	\$ 381,967
2. Master Stormwater Management System	\$ -			
a. Pond and Roadway Earthwork	\$ 5,080,567	\$ 1,426,477	\$ 2,058,262	\$ 1,595,828
b. On and Offsite Storm Conveyance System	\$ 2,382,615	\$ 926,970	\$ 871,002	\$ 584,643
3. Electrical Service Systems (Underground)	\$ 1,715,500	\$ 554,600	\$ 653,300	\$ 507,600
4. Gas	\$ 1,031,845	\$ 393,605	\$ 379,883	\$ 258,357
5. On-Site Roadway Improvements	\$ 3,101,043	\$ 1,213,470	\$ 1,115,768	\$ 771,804
6. Off-Site Roadway Improvements	\$ 344,500	\$ 212,000		\$ 132,500
7. Landscaping, Hardscaping & Irrigation	\$ 1,346,500	\$ 298,750	\$ 435,250	\$ 612,500
8. Professional Consulting Fees	\$ 1,623,475	\$ 742,240	\$ 544,795	\$ 336,440
9. Contingency (15%)	\$ 3,337,352.44	\$ 1,193,364	\$ 1,217,074	\$ 926,915
Total	\$ 25,586,369	\$ 9,149,126	\$ 9,330,899	\$ 7,106,345
Construction Start		6/15/2027	4/1/2029	7/21/2031
Construction Completion		8/15/2028	4/5/2030	7/20/2032
Proposed # of Lots	365	118	139	108

10

STATEMENT OF ESTIMATED REGULATORY COSTS

For the Petition to Amend the Boundaries of the County Road 33 CDD

1.0 Introduction

1.1 Purpose and Scope

This Statement of Estimated Regulatory Costs (“SERC”) supports the petition to amend the boundaries of the **County Road 33 Community Development District** (the “District”). The District is an independent special unit of government established pursuant to Chapter 190 by the City of Leesburg, Florida (the “City”) by Ordinance No.23-58 on October 9, 2023. The District is comprised of approximately 441.153 acres and located entirely within the City. The project is currently planned for approximately 801 residential units. The District desires to amend the boundaries by adding approximately 702.307 acres (the “Expansion Area”). The Expansion Area is planned to include approximately 1,189 residential units. Upon expansion, the District will include 1,143.46 acres and 1,990 planned residential units. The SERC provides the information required by Section 190.005 and Section 120.541, Florida Statutes. The limitations on the scope of this SERC are explicitly set out in Section 190.002(2)(d), Florida Statutes, as follows:

“That the process of establishing¹ such a district pursuant to uniform general law shall be fair and based only on factors material to managing and financing the service delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant.”

1.2 Overview of the County Road 33 Community Development District

The District is designed to provide community infrastructure, services, and facilities along with their operations and maintenance to the lands within the County Road 33 development. The District, as amended, will encompass approximately 1,143.46 acres.

The development plan for the lands within the District, as amended, includes approximately 1,990 residential units. All units are authorized for inclusion within the District. A Community Development District (“CDD”) is an independent unit of special purpose local government authorized by Chapter 190, Florida Statutes, to plan, finance, construct, operate and maintain community-wide infrastructure in large, planned community developments. CDDs provide a “solution to the state’s planning, management and financing needs for delivery of capital infrastructure in order to service projected growth without overburdening other governments and their taxpayers.” Section 190.002(1)(a), Florida Statutes.

A CDD is not a substitute for the local, general purpose, government unit, e.g., the city in which the CDD lies. A CDD does not have the permitting, zoning or police powers possessed by general purpose governments. A CDD is an alternative means of financing, constructing, operating, and maintaining community infrastructure for planned developments, such as the District. The scope of this SERC is limited to evaluating the economic consequences of

¹ Same limitations apply for a SERC accompanying the petition to amend the boundaries of a CDD.

approving the petition to amend the boundaries of the District.

1.3 Requirements for Statement of Estimated Regulatory Costs

According to Section 120.541(2), Florida Statutes, a statement of estimated regulatory costs must contain:

- (a) An economic analysis showing whether the rule directly or indirectly: is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the rule; is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the rule; or is likely to increase regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the rule.
- (b) A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.
- (c) A good faith estimate of the cost to the agency², and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state or local revenues.
- (d) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local governmental entities, required to comply with the requirements of the rule. As used in this paragraph, “transactional costs” are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, and the cost of monitoring and reporting, and any other costs necessary to comply with the rule.
- (e) An analysis of the impact on small businesses as defined by Section 288.703, Florida Statutes, and an analysis of the impact on small counties and small cities as defined by Section 120.52, Florida Statutes. The impact analysis for small businesses must include the basis for the agency’s decision not to implement alternatives that would reduce adverse impacts on small businesses.
- (f) Any additional information that the agency determines may be useful.
- (g) In the statement or revised statement, whichever applies, a description of any regulatory alternative submitted under paragraph (1)(a) of Sec. 120.541, Florida Statute, and a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the

² For the purposes of this SERC, the term “agency” means the City of Leesburg and the term “rule” means the ordinance(s) which the City of Leesburg adopted to create or amend the District.

proposed rule.

A description and analysis of the requirements are set forth below.

2.0 Adverse impact on economic growth, business competitiveness or increased regulatory costs, in excess of \$1 million.

It is unlikely the amendment of the District's boundaries will meet any of the triggers in Section 120.541(2)(a), Florida Statutes. The basis for this determination is provided in the discussions in Section 3.0 through Section 6.0.

3.0 A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

As noted above, the District, as amended, encompasses a community designed for approximately 1,990 residential units. These units and their owners and or tenants will fall under the jurisdiction of the District upon construction or sale. Prior to sale of any units, all of the land within the District will be under the jurisdiction of the District and be required to comply with the establishing ordinance.

4.0 Good faith estimate of the cost to state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state and local revenues.

4.1 Costs of Governmental Agencies of Implementing and Enforcing Rule

State Government Entities

There will be only modest costs to various State governmental entities to implement and enforce the proposed amendment of the District's boundaries. The boundary amendment, as proposed, will be processed by the City per section 190.046(1)(b), Florida Statutes. The modest costs to various State entities to implement and enforce the proposed rule relate strictly to the receipt and processing of various reports that the District is required to file with the State and its various entities. The costs to those State agencies that will receive and process the District's reports are minimal, because the District is only one of many governmental units that are required to submit the various reports. Therefore, the marginal cost of processing one additional set of reports is inconsequential. Additionally, pursuant to section 189.018, Florida Statutes, the District must pay an annual fee to the State of Florida Florida Commerce, which offsets such costs. Please note that since the District already exists and the petition is to amend the boundaries of the District, it is unlikely that there will be any additional costs to the State.

City of Leesburg

The District currently exists and the petition is to amend the boundaries of the District. After the boundaries are amended, the District will consist of approximately 1,143.46 acres. The City and its staff will process and analyze the petition pursuant to Section 190.046(1)(b) Florida Statutes,

conduct a public hearing with respect to the petition, and vote upon the petition to amend the boundaries of the District. These activities will absorb some resources. However, the petition filing fee is anticipated to cover the City costs for review of the petition to amend the boundaries.

These costs to the City are modest for a number of reasons. First, review of the petition to amend the District boundaries does not include analysis of the project itself. Second, the petition itself provides much of the information needed for a staff review. Third, local governments already possess the staff needed to conduct the review without the need for new staff. Fourth, there is no capital required to review the petition. Finally, local governments routinely process similar petitions for land uses and zoning charges that are far more complex than is the petition to establish a community development district.

The annual costs to the City attributable to the amendment of the District's boundaries are minimal, if any. The District is an independent unit of special purpose local government. The only annual costs the City faces are the minimal costs of receiving and reviewing the various reports that the District is required to provide to the City. It should be noted that since the District already exists, the inclusion of the Expansion Area within the boundaries of the District should not impact the City's annual costs.

4.2 Impact on State and Local Revenues

Adoption of the proposed rule will have no negative impact on State and local revenues. The District is an independent unit of local government. It is designed to provide community facilities and services to serve the development. The District has its own sources of revenue to provide and maintain such facilities and services. No state or local subsidies are required or expected.

In this regard it is important to note that any debt obligations incurred by the District to construct its infrastructure, or for any other reason, are not debts of the State of Florida or any unit of local government. In accordance with State law, debts of the District are strictly its own responsibility.

5.0 A good faith estimate of the transactional costs that are likely to be incurred by individuals and entities required to comply with the requirements of the ordinance.

Table 1 and Table 2 provide an outline of the various facilities and services the District may provide. It is anticipated that the facilities and services in Tables 1 and 2 may be financed by the District.

The petitioner has estimated the design and development costs for providing the capital facilities in the Expansion Area. The cost estimates are shown in Table 2 below. The Expansion Area design and development costs for these facilities are estimated to total \$88,418,646 for all of the Expansion Area. The District and/or the developer may pay these construction and development costs. The District may issue special assessments or other revenue bonds to fund the development of these facilities. These bonds would be repaid through non-ad valorem assessments levied on all developable properties in the District that may benefit from the District's capital improvement program.

Table 1.
County Road 33 CDD Proposed Facilities and Services
Banning Ranch & Tierra Vista

Facilities/Systems	Proposed Ownership and Maintenance Entity
Sanitary Sewer Collection System (On & Off-Site)	City of Leesburg
Water Distribution System (On & Off-Site)	City of Leesburg
Reuse Water System (On & Off-Site)	City of Leesburg
Master Stormwater Management System	CR 33 CDD
Electrical Service System	SECO
Gas Service System	City of Leesburg
On-Site Public Roadway Improvements	City of Leesburg
Off-Site Public Roadway Improvements	Lake County
Landscape, Hardscape & Irrigation within Master Public Roads	CR 33 CDD/HOA

Table 2.
County Road 33 Community Development District Expansion Property –
Engineer's Estimate of Probable Costs
Banning Ranch

Banning Ranch 3A,3B,4A,4B,5B,5A CR33 Boundary Amendment Opinion of Probable Construction Costs							
Proposed District Facilities and Services	Total	Phase 3A	Phase 3B	Phase 4A	Phase 4B	Phase 5B	Phase 5A
1. Master Utilities System (Onsite & Offsite)							
a. Sanitary Sewer System	\$ 7,220,052	\$ 1,801,101	\$ 902,442	\$ 1,203,270	\$ 734,207	\$ 1,610,087	\$ 968,946
b. Water Distribution System	\$ 5,037,597	\$ 1,028,030	\$ 796,272	\$ 500,532	\$ 647,830	\$ 1,095,987	\$ 968,946
c. Reuse Water System	\$ 3,873,129	\$ 839,558	\$ 650,289	\$ 408,768	\$ 529,061	\$ 767,191	\$ 678,262
2. Master Stormwater Management System	\$ -		\$ -	\$ -	\$ -		
a. Pond and Roadway Earthwork	\$ 13,875,068	\$ 2,599,726	\$ 2,675,335	\$ 1,459,657	\$ 1,727,535	\$ 2,808,889	\$ 2,603,926
b. On and Offsite Storm Conveyance System	\$ 6,408,428	\$ 1,285,038	\$ 1,055,060	\$ 663,205	\$ 858,374	\$ 1,351,717	\$ 1,195,033
3. Electrical Service Systems (Underground)	\$ 2,390,900	\$ 448,200	\$ 426,600	\$ 237,600	\$ 318,600	\$ 542,400	\$ 417,500
4. Gas	\$ 2,132,085	\$ 500,731	\$ 424,891	\$ 243,632	\$ 314,121	\$ 324,282	\$ 324,429
5. On-Site Roadway Improvements	\$ 9,123,537	\$1,827,809	\$1,560,763	\$1,028,005	\$1,386,274	\$ 1,752,172	\$ 1,568,513
6. Off-Site Roadway Improvements	\$ 159,000					\$ 159,000	\$ -
7. Landscaping, Hardscaping & Irrigation	\$ 1,769,135	\$ 392,787	\$ 336,756	\$ 235,745	\$ 289,347	\$ 294,000	\$ 220,500
8. Professional Consulting Fees	\$ 2,647,833	\$ 1,105,000	\$ 290,960	\$ 252,060	\$ 242,560	\$ 665,203	\$ 92,050
9. Contingency (15%)	\$ 8,195,514.43	\$ 1,774,197	\$ 1,367,905	\$ 934,871	\$ 1,057,186	\$ 1,705,639	\$ 1,355,716
Total	\$ 62,832,277	\$ 13,602,177	\$ 10,487,273	\$ 7,167,344	\$ 8,105,095	\$ 13,076,567	\$ 10,393,822

Tierra Vista

Tierra Vista Boundary Amendment Opinion of Probable Construction Costs				
Proposed District Facilities and Services	Total	Phase 1	Phase 2	Phase 3
1. Master Utilities System (Onsite & Offsite)				
a. Sanitary Sewer System	\$ 2,160,238	\$ 840,453	\$ 789,708	\$ 530,076
b. Water Distribution System	\$ 1,906,092	\$ 741,576	\$ 696,802	\$ 467,714
c. Reuse Water System	\$ 1,556,642	\$ 605,620	\$ 569,055	\$ 381,967
2. Master Stormwater Management System	\$ -			
a. Pond and Roadway Earthwork	\$ 5,080,567	\$ 1,426,477	\$ 2,058,262	\$ 1,595,828
b. On and Offsite Storm Conveyance System	\$ 2,382,615	\$ 926,970	\$ 871,002	\$ 584,643
3. Electrical Service Systems (Underground)	\$ 1,715,500	\$ 554,600	\$ 653,300	\$ 507,600
4. Gas	\$ 1,031,845	\$ 393,605	\$ 379,883	\$ 258,357
5. On-Site Roadway Improvements	\$ 3,101,043	\$ 1,213,470	\$ 1,115,768	\$ 771,804
6. Off-Site Roadway Improvements	\$ 344,500	\$ 212,000		\$ 132,500
7. Landscaping, Hardscaping & Irrigation	\$ 1,346,500	\$ 298,750	\$ 435,250	\$ 612,500
8. Professional Consulting Fees	\$ 1,623,475	\$ 742,240	\$ 544,795	\$ 336,440
9. Contingency (15%)	\$ 3,337,352.44	\$ 1,193,364	\$ 1,217,074	\$ 926,915
Total	\$ 25,586,369	\$ 9,149,126	\$ 9,330,899	\$ 7,106,345

Future landowners in the District shall be required to pay non-ad valorem assessments levied by the District to secure the debt incurred through bond issuance, assuming such bonds are issued by the District. In addition to the levy of non-ad valorem assessments for debt service, the District shall also impose a non-ad valorem assessments to fund the operations and maintenance of the District and its facilities and services.

It is important to recognize that buying property in the District is completely voluntary. Ultimately, all owners and users of the affected property within the District by purchasing such property choose to accept the non-ad valorem assessments as a tradeoff for the numerous benefits and facilities that the District provides.

A CDD provides property owners with the option of having higher levels and types of facilities and services financed through self-imposed charges. The District is an alternative means to finance necessary community facilities and services. District financing is no more expensive, and often less expensive, than the alternatives of a municipal service taxing unit (MSTU), a neighborhood association, or through higher cost of developer equity and/or bank loans.

In considering these costs it shall be noted that owners and occupants of the lands included within the District and the Expansion Area will receive four major classes of benefits.

First, those property owners in the District will receive a higher level of public services and amenities sooner than would otherwise be the case, due to increased availability to bond financing.

Second, a District is a mechanism for assuring that the community services and amenities will be completed concurrently with development of lands within the District. This satisfies the revised growth management legislation, and it assures that growth pays for itself without undue burden on other consumers. Expansion of the District will ensure that these landowners pay for the provision of facilities, services and improvements to these lands.

Third, a CDD is the sole form of governance which allows CDD landowners, through landowner voting and ultimately electoral voting for resident elected boards, to determine the type, quality and cost of the CDD services they receive, provided they meet the City's overall requirements.

Fourth, a CDD has the ability to maintain infrastructure better than a Homeowners' Association ("HOA") because it is able to offer a more secure funding source for maintenance, operations, and repair costs through assessments collected on the county tax bill pursuant to Section 197.3632, Florida Statutes. Further, a CDD is a perpetual entity and provides for the continuous operations and maintenance of infrastructure.

Lastly, based upon Chapter 205-189, *Laws of Florida* (SB 108), the following potential transactional costs need to be specifically addressed in determining the estimate of such costs relative to the expansion of the District:

1. Filing Fee – *up to \$1,500 per unincorporated county or municipality for which the District is located and fully funded by the petitioner. The District will be required to pay an annual Special District fee of \$175 to the State per provisions of Section*

189.018, Florida Statutes.

2. Expenses to obtain a license – *The District will not require any individual or entity to obtain any specific licenses as a result of adoption of the rule.*
3. Necessary Equipment – *The District will not require any specific equipment that is necessary to operate the District.*
4. Installation, utilities for, and maintenance of necessary equipment – *The District will not require any specific equipment that is necessary to operate the District.*
5. Necessary operations or procedures – *The District will incur cost for the operation and maintenance of the facilities detailed in table 1 which should not exceed \$500,000 annually that will be fully funded by the property owners of the District.*
6. Accounting, financial, information management, and other administrative processes – *The District will contract with a management consulting firm to provide these services that should not exceed \$50,000 annually that will be fully funded by the property owners of the District. The State will incur information management and administrative processes as a result of the requirements of the Uniform Special District Accountability Act codified in Chapter 189, Florida Statutes, which transactional costs related thereto are intended to be offset by the annual \$175 filing fee paid by the District.*
7. Labor, based on relevant wages, salaries, and benefits – *The District will utilize independent contractors to operate District therefore no direct cost associated with labor, wages, etc.*
8. Materials and supplies – *There maybe cost for materials and supplies that should not exceed \$25,000 annually that will be fully funded by the property owners of the District.*
9. Capital expenditures, including financing costs – *See table 2 above*
10. Professional and technical services, including contracted services necessary to implement and maintain compliance – *The District will contract for management, legal and engineering services in order to maintain compliance with all rules, regulations and statutes which cumulatively should not exceed \$100,000 annually (a portion of which is noted in the response to 6. above) that will be fully funded by the property owners of the District.*
11. Monitoring and reporting – *The District will contract with an engineering firm to ensure the District complies with any monitoring and reporting requirements which should not exceed \$10,000 annually that will be fully funded by the property owners of the District.*
12. Qualifying and recurring education, training and testing – *Any cost associated with education, training and testing is part of the consultants contract therefore no additional cost.*
13. Travel – *There may be minor travel cost associated with maintaining the District that should be less than \$5,000 annually and will be fully funded by the property owners of the District.*
14. Insurance and surety requirements – *The basic liability insurance policy for the District should not exceed \$10,000 annually and will be fully funded by the property owners of the District. Property insurance may also be required and is not reflected in the above estimate.*
15. A fair and reasonable allocation of administrative costs and overhead – *The District is less than 2,500 acres and initially the Administrative costs and overhead should be allocated on per acre basis with all cost being fully funded by the property owners of*

the District.

16. Reduced sales or other revenue – *Sales and Other Revenue should not be impacted by the establishment of the District.*
17. Other items suggested by the rules ombudsman in the Governor’s office or by any other interested person, business organization, or business representative – *None.*

If applicable, the market impacts likely to result from compliance with the district establishment, including

1. Changes to customer charges for goods or services – *No Impact*
2. Changes to the market value of goods or services produced, provided, or sold – *No Impact*
3. Changes to cost resulting from the purchase of substitute or alternative goods or services – *No Impact*
4. The reasonable value of time to be spent by owners, officers, operators, and managers to understand and comply with the proposed rule, including, but not limited to, time to be spent completing required education, training or testing. – *The District is required to annually adopt a budget that includes administrative fees paid to consultants that fully understand the compliance requirements associated with the establishment of the District. The annual administrative budget is generally less than \$150,000 and fully funded by the property owners of the District.*

The transactional cost impact on the ultimate landowners in the District is not the total cost for the District to provide infrastructure services and facilities. Instead, it is the incremental costs above what the landowners would have paid to install infrastructure via an alternative financing mechanism. Given the low cost of capital for a CDD (through tax exempt bond financing), the cost impact to landowners is negligible.

6.0 An analysis of the impact on small businesses as defined by Section 288.703, Florida Statutes, and an analysis of the impact on small counties and small cities as defined by Section 120.52, Florida Statutes.

There will be no adverse impact on small businesses because of the expansion of the District. If anything, the impact may be positive. This is because the District must competitively bid many of its contracts, affording small businesses the opportunity to bid on District work, and may also result in a need for additional retail and commercial services that afford small businesses and opportunity for growth.

The City has an estimated un-incarcerated population greater than 10,000 according to the most recent federal U.S. Census (2020). Therefore, the City is not defined as a “small” City according to Section 120.52(18), Florida Statutes.

Lake County has an estimated un-incarcerated population that is greater than 75,000 according to the 2020 U.S. Census. Therefore, the County is not defined as a “small county” according to section 120.52(19), Florida Statutes.

7.0 Any additional useful information.

The analysis provided above is based on a straightforward application of economic theory, especially as it relates to tracking the incidence of regulatory costs and benefits. Inputs were received from the developer, the developer's Engineer and other professionals associated with the developer.

8.0 In the statement or revised statement, whichever applies, a description of any good faith written proposal submitted under paragraph (1)(a) in section 120.541, Florida Statutes and either a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

There have been no good faith written proposals or revised statements submitted to the agency (the City) as described in section 120.541(1)(a), Florida Statutes.

Prepared by:

Governmental Management Services - Central Florida, LLC

February 5, 2026

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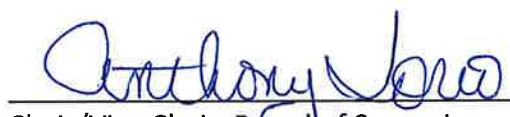
AUTHORIZATION OF AGENTS

This letter shall serve as a designation of Sarah R. Sandy and Michelle K. Rigoni of Kutak Rock LLP, whose address is 107 West College Avenue, Tallahassee, Florida 32301, to act as agents for County Road 33 Community Development District ("**District**"), a local unit of special purpose government established pursuant to Chapter 190, *Florida Statutes*, with regard to any and all matters pertaining to the Petition to the City Commission of the City of Leesburg, Florida, to amend the boundaries of the District pursuant to Chapter 190, *Florida Statutes*. The petition is true and correct. This authorization shall remain in effect until revoked in writing.

Witnessed:

COUNTY ROAD 33 COMMUNITY DEVELOPMENT DISTRICT


Print Name: ANDRES ARVELO

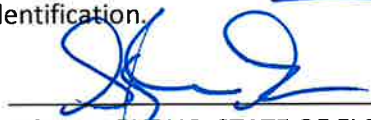

Chair/Vice Chair, Board of Supervisors


Print Name: TAN TRAN

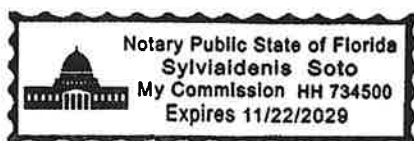
STATE OF FLORIDA

COUNTY OF ORANGE

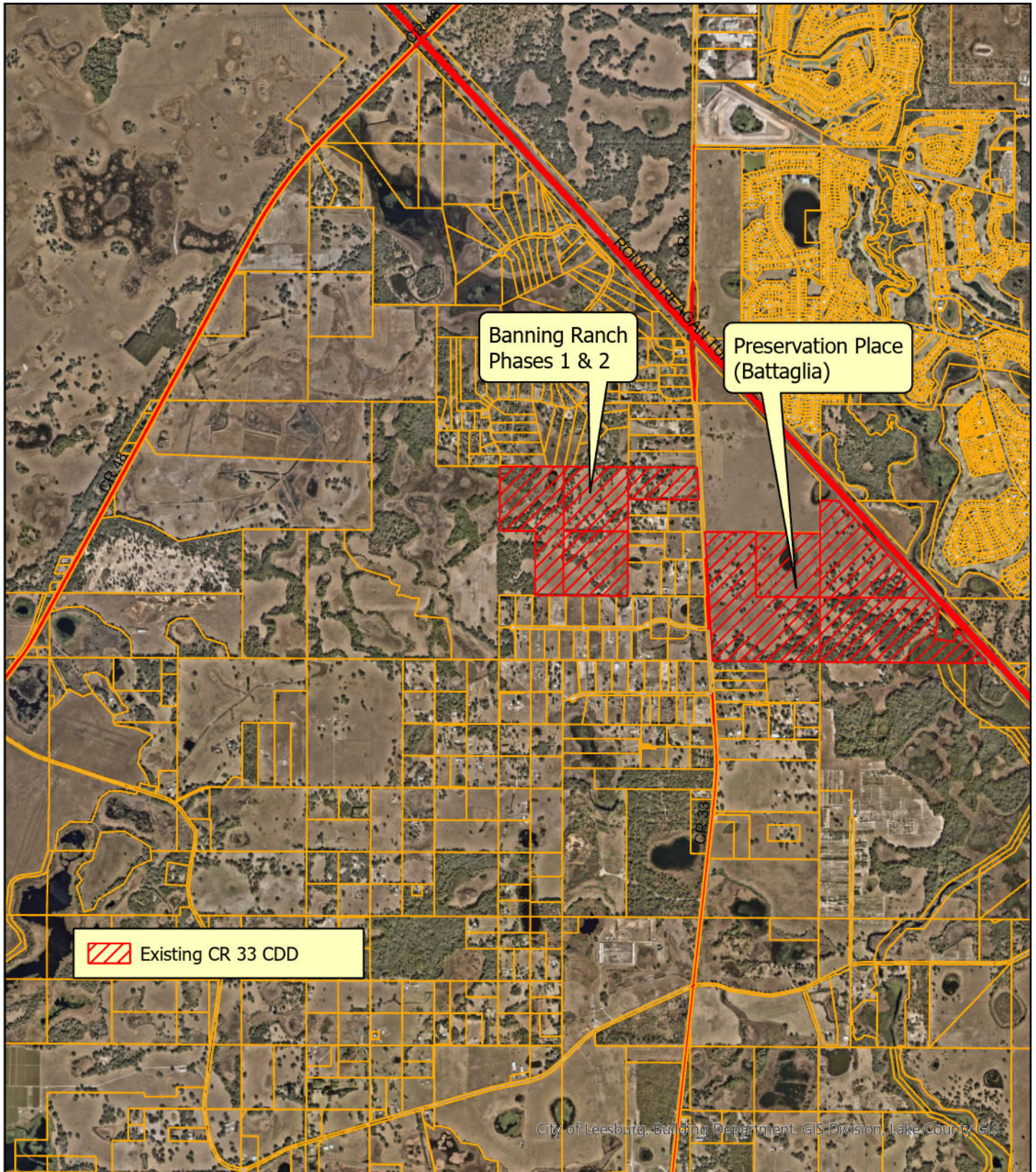
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 29th day of January, 2026, by Anthony Iorio, as Chairman, of County Road 33 Community Development District, a local unit of special purpose government established pursuant to Chapter 190, *Florida Statutes*, who is either personally known to me, or produced _____ as identification.


NOTARY PUBLIC, STATE OF FLORIDA

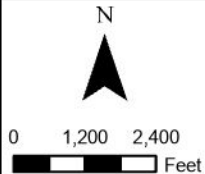
Name: Sylviaidenis Soto
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)



Existing CR 33 CDD

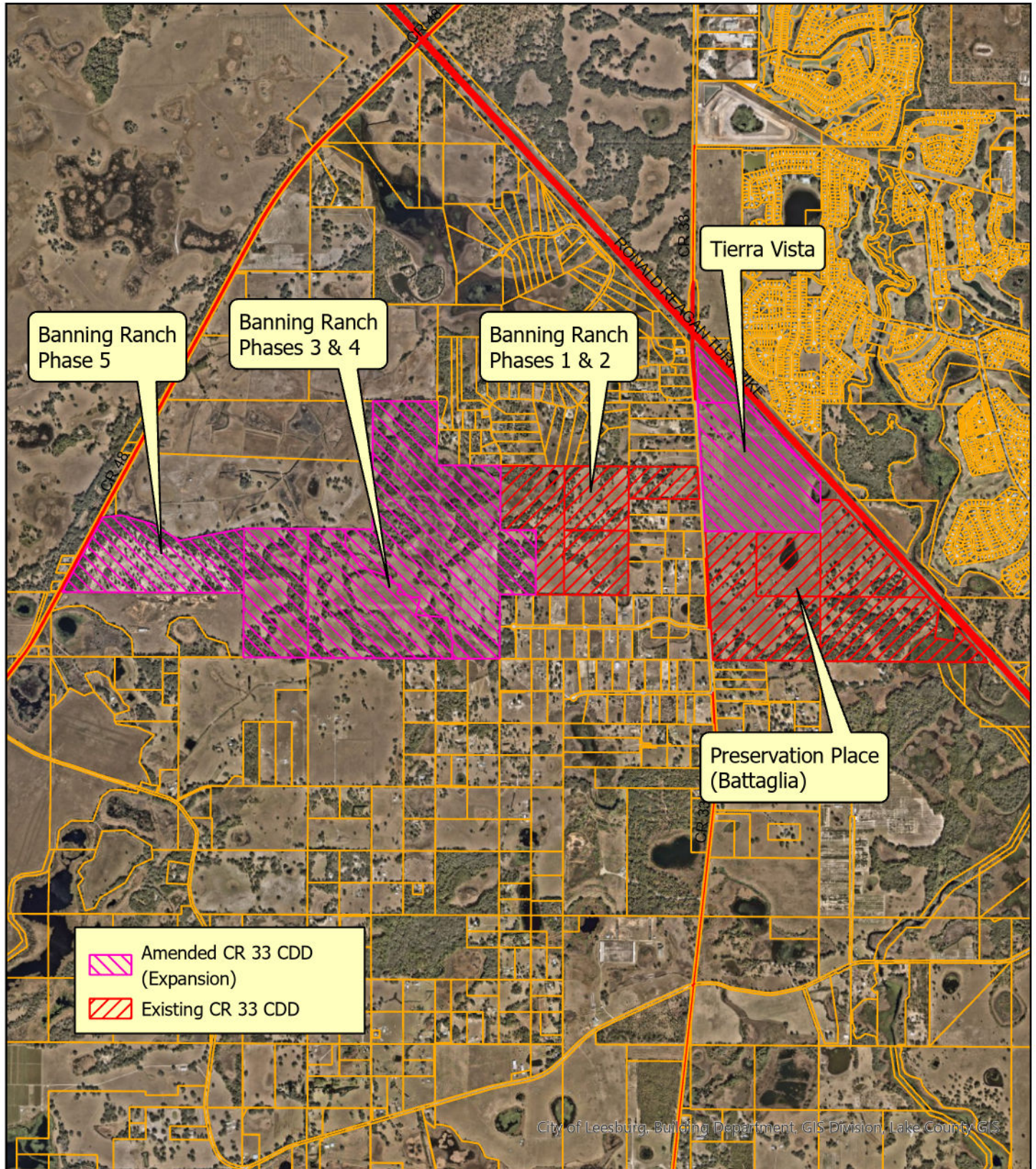


Planning
& Zoning
Department

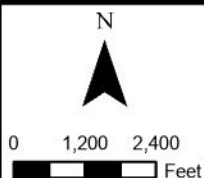


CR 33 CDD Boundary

CR 33 CDD Boundary Expansion

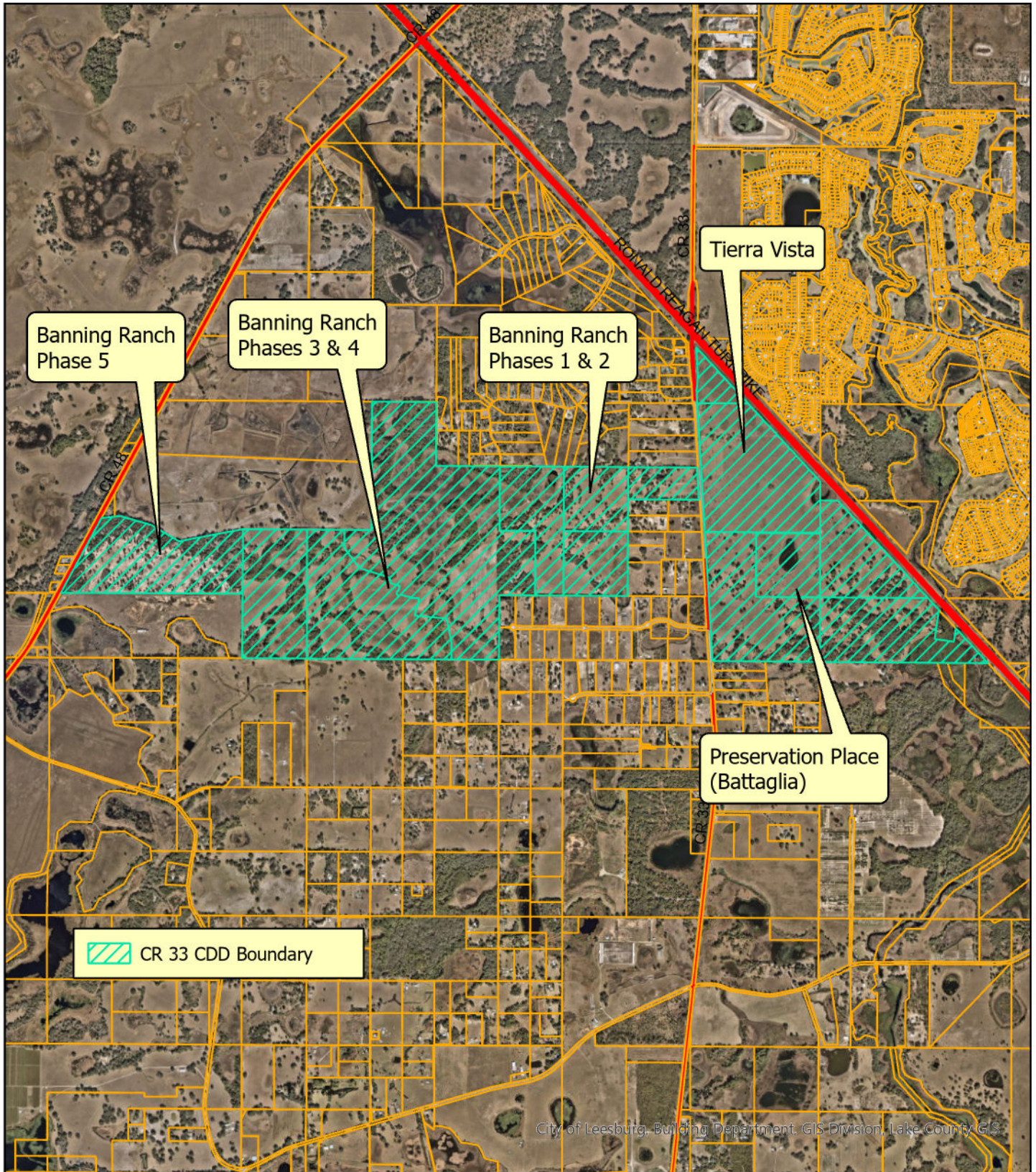


Planning
& Zoning
Department

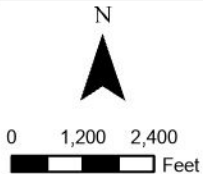


CR 33 CDD Boundary Expansion

CR 33 CDD



Planning
& Zoning
Department



CR 33 CDD Boundary

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.1.

Meeting Date: June 22, 2026

From: Melissa Medders, (Senior Planner), Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, amending the City's Code of Ordinances, Chapter 25, Section 25-292, to create subsection (26), Historic Structure Density Bonus Outside Designated Historic District; and providing an effective date. (Historic Structure Density Bonus Amendment)

Staff Recommendation:

Planning and Zoning staff and the Planning Commission recommended approval of the proposed amendment to the City of Leesburg Code of Ordinances, Chapter 25, Section 25-292, to create subsection (26), Historic Structure Density Bonus Outside Designated Historic District.

Analysis:

The proposed amendment to Section 25-292 of the City of Leesburg Code of Ordinances would create Section 25-292(26), Historic Structure Density Bonus Outside Designated Historic District. The amendment establishes a density and intensity bonus program for eligible historic structures located **outside** the City's designated Historic District.

The purpose of the amendment is to encourage the preservation, rehabilitation, and adaptive reuse of existing historic structures that are at least fifty (50) years old, retain sufficient historic integrity, and demonstrate historical, architectural, cultural, or archaeological significance to the City of Leesburg. Eligible structures may include those associated with significant events or persons, those that embody distinctive architectural characteristics, those that contribute to a broader historic or cultural context, or those that may yield important information in history or prehistory.

Eligible residential, commercial, and multi-use properties may be considered for the program when the proposed development retains, rehabilitates, or adaptively reuses an existing historic structure. It provides criteria for projects that remove conditions of slum, blight, or underutilization; create new investment; maintain or expand architectural features; support walkability; and protect the integrity and purpose of the historic structure.

Each request is reviewed on a case-by-case basis. Applicants may not combine the Historic Structure Density Bonus with any other density or intensity bonus program provided under the City of Leesburg Code of Ordinances. Each request will be reviewed in the same manner and procedures as a zoning case,

as required by the City of Leesburg Code of Ordinances.

This action will provide an incentive to retain, rehabilitate, and adaptively reuse historically, architecturally, culturally, or archaeologically significant structures located outside the designated Historic District, and support compatible redevelopment, reinvestment, preservation-based economic development.

Procurement Analysis:

N/A

Options:

1. Approve the proposed amendment to the City Code of Ordinances, Chapter 25, Section 25-292, to create subsection (26), Historic Structure Density Bonus Outside Designated Historic District; or
2. Disapprove the proposed amendment and leave the existing language in the City Code of Ordinances, Section 25-292, unchanged.

Fiscal Impact:

There is no direct fiscal impact to the City for this action. A small positive fiscal impact would accrue to the city for approved developments approved under this request.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, AMENDING THE CITY'S CODE OF ORDINANCES, CHAPTER 25, SECTION 25-292, TO CREATE SUBSECTION (26), HISTORIC STRUCTURE DENSITY BONUS OUTSIDE DESIGNATED HISTORIC DISTRICT; AND PROVIDING AN EFFECTIVE DATE. (HISTORIC STRUCTURE DENSITY BONUS AMENDMENT)

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

Section 1.

The City of Leesburg Code of Ordinances, Chapter 25, Section 25-292, is hereby amended to create subsection (26), Historic Structure Density Bonus Outside Designated Historic District, as attached and incorporated as Exhibit A:

**Proposed Language
(See Exhibits A);**

Section 2.

In the event of any conflict between this Ordinance and any other portion of the Code of Ordinances, the provisions of this Ordinance shall take precedence.

Section 3.

If any portion of this Ordinance is declared invalid or unenforceable, and to the extent that it is possible to do so without destroying the overall intent and effect of this Ordinance, the portion deemed invalid or unenforceable shall be severed here from and the remainder of the Ordinance shall continue in full force and effect as if it were enacted without including the portion found to be invalid or unenforceable.

Section 4.

This Ordinance shall become effective upon its passage and adoption according to law.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the _____ day of _____ 2026.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Proposed Amendment to Section 25-292 – Historic Density Bonus

Section 25-292 (26) – Historic Structure Density Bonus (Outside Designated Historic District)

(26) Historic Structure Density Bonus (Outside Designated Historic District)

a. Short title.

1. This subsection shall be known and may be cited as "The City of Leesburg Historic Structure Density Bonus Program".

b. Definitions.

1. For the purpose of this article, the terms and definitions from 25-292 (25) shall apply.

c. Purpose and Intent.

1. *Purpose.* It shall be the purpose of this chapter is to create an environment for new economic development and redevelopment within the City of Leesburg, Florida to historically significant structures outside the City's designated Historic District. This purpose shall be accomplished through the use of regulations that encourage economic activity to stimulate development and redevelopment within the established district.
2. *Intent.* It shall be the intent of this section to provide new opportunities that allow for an increase in density or intensity of the redevelopment of existing structures, which will create a positive benefit to the overall economic health and level of construction and economic activity outside the City's Historic District.

d. Applicability.

Projects located outside the designated Leesburg Historic District may be eligible for a Historic Structure Density Bonus provided the proposed development retains, rehabilitates, or adaptively reuses an existing historic structure that meets all of the following criteria:

e. Eligibility of Property.

1. *Use.*
Residential, commercial and multi-use properties may be considered for inclusion in this program.
2. *Age.*
The principal structure shall be at least fifty (50) years old at the time of application.
3. *Integrity.*
The structure must retain sufficient historic integrity. This refers to the retention of original or period-significant exterior features including, but not limited to, location, design, setting, materials, workmanship, feeling, and association.

4. Significance.

The structure must demonstrate historical, architectural, cultural, or archaeological significance to the City of Leesburg. A structure may be deemed significant if it meets one or more of the following:

- i. Associated with events that have made a significant contribution to the broad patterns of history;
- ii. Associated with the lives of persons significant in the City's past;
- iii. Embodies distinctive characteristics of a type, period, or method of construction, or represents the work of a master or possesses high artistic values;
- iv. Contributes to a broader historic or cultural context, such as a neighborhood, district, or movement, even if not individually listed;
- v. Has yielded, or may be likely to yield, important information in history or prehistory (archaeological significance).

f. Criteria for Consideration.

To be considered for inclusion in the City of Leesburg Historic Density Bonus program, the following criteria shall be considered by staff.

- 1. Projects shall be considered on an individual basis by city staff, the historic preservation board and city commission. Eligibility considerations shall include:
 - i. Projects that remove the conditions of slum, blight or underutilization properties, and/or maintain existing historic structures.
 - ii. Development plans that create new investment within the historic district and extend benefits toward the central business district, such as shopping, dining, entrepreneurial activity.
 - iii. Proposed development plans that maintain or expand on architectural features to promote historic facades.
 - iv. The maximum allowable density shall be a bonus of up to one-hundred (100) percent in either land use density, square footage of the project, or, a one-time density adjustment to the next highest future land use category, as determined by review of staff, the Planning Commission, and the City Commission. At no time shall the integrity or purpose of the historic structure be negatively impacted, and all reviews and construction shall be conducted under the City of Leesburg Code of Ordinances and adopted building code.
 - v. Priority consideration will be given to projects which create additional community walkability, including those near the existing or planned trail system, as amended.

g. Density Bonus Provision

1. Eligible projects may be considered for a density bonus of up to one-hundred (100) percent in either:
 - i. Land use density (units per acre),
 - ii. Floor area (gross square footage), or
 - iii. A one-time increase to the next highest residential or commercial future land use category, whichever provides the greater development benefit.
2. Applicants shall not combine the Historic Structure Density Bonus with any other density or intensity bonus program provided under the City of Leesburg Code of Ordinances. Where a project may qualify for more than one density or intensity bonus program, the applicant shall elect one bonus program for consideration.

h. Review and Approval Criteria

1. All projects shall be consistent with the City's Comprehensive Plan and applicable land development regulations.
2. Projects must incorporate the historic structure into the development plan through preservation, rehabilitation, or adaptive reuse.
3. Projects shall demonstrate positive community benefits such as new housing, retail, or public use; and mitigate any impacts to adjacent properties.
4. Priority consideration shall be given to projects that:
 - i. Enhance pedestrian connectivity or are located near existing or planned trail systems;
 - ii. Create reinvestment in blighted or underutilized areas;

i. Review Procedures

Review of each case shall be made on a case-by-case basis, in the manner set forth below, with each review step performed in the same manner and procedures as a zoning case as required by the City of Leesburg, Code of Ordinances. Recommendations may be in the form an approval, denial or a recommendation that states conditions which would allow the proposal to be acceptable to the city. Prior to public hearings, staff shall negotiate in good faith for provisions to minimize any potential negative impacts and recommend to the applicant such provisions.

1. Applications.

- i. Applications shall include a Historic Resource Evaluation Report prepared by a qualified professional documenting the structure's age, integrity, and significance.

2. Staff Review.

- i. A complete application shall be submitted to the planning and zoning staff on forms provided by the City of Leesburg, and processed under the same terms and timelines used for zoning cases reviewed by the City of Leesburg.
- ii. Staff shall review the application and confirm that all required information is provided. Incomplete applications may be returned to the applicant for additional information.
- iii. Staff shall then review and process the application and provide a recommendation regarding the case, and forward the recommendation to the historic board for consideration.

3. Planning Commission Review.

- i. The planning commission shall review and provide comment and recommendations on cases that involve zoning, conditional use, variances, planned districts/overlays and all other cases that require review by the planning commission by the City of Leesburg Code of Ordinances.
- ii. The Planning Commission shall not be required to review cases that do not involve a zoning case as noted above and required by City of Leesburg Code of Ordinances.
- iii. These reviews shall be conducted in the same manner as provided for reviewing zoning cases under the City of Leesburg Code of Ordinances.

4. City Commission Decision.

- i. The city commission shall review each application and provide a final decision regarding each application in the manner, form and procedures of a zoning case as required by the City of Leesburg Code of Ordinances.

j. Construction and Compliance

- 1. All reviews, permits, and construction activities shall comply with the City of Leesburg Code of Ordinances and the adopted building code. Each request shall be considered on a case-by-case basis.
- 2. Approval of a Historic Structure Density Bonus shall not, by itself, amend the Future Land Use Map or zoning designation of the property.

- k. The Planning Commission and City Commission shall have final authority on granting a Historic Structure Density Bonus. Meeting the criteria set forth herein does not entitle an applicant to approval.

l. Chart 1: Maximum Density/Intensity.

1. Chart 1 establishes the maximum densities/intensities which may be considered under an application. Density increases shall be based on the maximum allowed by the future land use district for the property. Intensity increases shall be based on no more than the maximum allowed under the existing zoning district for the property. Each request shall be considered on a case-by-case basis.

Table 26-1

Building Type	Density*	Intensity**
Residential	Up to 100%	N/A
Multi-Use	Up to 100% (Residential)	Up to 50% (Commercial)
Commercial	N/A	Up to 75%
*Density increase over maximum density allowed in Future Land Use category of the property.		
**Intensity increase over maximum allowed by Chapter 25 Code of Ordinances.		

(Ord. No. 04-27, § V(4.22), 5-10-04; Ord. No. 08-62, § I, 7-14-08; Ord. No. 09-02, § I, 1-26-09; Ord. No. 09-49, § I, 9-14-09; Ord. No. 10-17, § I, 2-8-10; Ord. No. 10-18, § I, 2-8-10; Ord. No. 10-40, § I, 5-10-10; Ord. No. 12-06, § I, 1-9-12; Ord. No. 12-32, § I, 5-14-12; Ord. No. 13-21, § I, 5-28-13; Ord. No. 14-11, § I, 3-24-14; Ord. No. 14-12, § I, 3-24-14; Ord. No. 14-14, § I, 3-24-14; Ord. No. 14-16, § I, 4-14-14; Ord. No. 14-37, § I, 11-24-14; Ord. No. 17-12, § I, 3-13-17; Ord. No. 18-11, § I, 5-14-18; Ord. No. 20-28, § II, 7-13-20; Ord. No. 21-21, § I, 5-24-21; Ord. No. 22-54, § VI, 10-10-22)

Footnotes:

--- (3) ---

City of Leesburg fire inspection is conducted yearly and approved by the City of Leesburg's Building Official; such approval shall be maintained in the City of Leesburg records; such approval shall be provided to the City of Leesburg's Planning and Zoning Director's office for record keeping.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.C.1.

Meeting Date: June 22, 2026

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the ratification of the Collective Bargaining Agreement with the Florida Police Benevolent Association, Inc. for Officers/Detectives and Corporals/Sergeants; and providing an effective date.

Staff Recommendation:

Staff recommends ratification of the Police Collective Bargaining Agreement.

Analysis:

A tentative agreement has been reached with the Florida Police Benevolent Association. The union membership has ratified the tentative agreement. The next step in the CBA process is for the Commission to ratify the tentative agreement.

Assuming approval by the City Commission, the agreement will be effective from October 1, 2026, until September 30, 2029. Beyond September 30, 2029, the terms become "status quo" until a new agreement is reached. The City is obligated to continue the bargaining process.

Modifications to the existing contract have been underlined in the attached document. Most notable changes are as follows:

- Article 11 — clarifying language regarding the annual police physical exam.
- Article 12 — clarifying language regarding minimum pay for off-duty detail, and providing a 100-hour cap on pensionable earnings for off-duty wages.
- Article 31 — clarifying language regarding the Pension Board conducting pension surveys. Normal retirement age shall be defined as 25 years of service and 50 years of age (previously 52 years of age).
- Article 34 — Pay increase for existing union members shall be 8% for FY26-27 and 5% for FY27-28 with an opening in FY28-29.
- Article 34 and one additional article, to be determined by each party, will open for negotiations in year three (3) of the agreement.

Procurement Analysis:

N/A

Options:

1. Adopt Resolution Ratifying the Collective Bargaining Agreement with the Florida Police Benevolent Association as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The proposed agreement represents an 8% increase to salaries in the first year of the agreement which increases Police Salaries by \$729,430, the clothing allowance was increased from \$1,000 to \$1,500 or an increase of approximately \$5,383, and there was a pension change in the normal retirement age to 50 with 25 years of credited service or an increase of \$7,208. The total increase for this change is \$742,021.

Account No. 001-2111-521-1210, 2211 & 5210

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, AUTHORIZING THE RATIFICATION OF THE COLLECTIVE
BARGAINING AGREEMENT WITH THE FLORIDA POLICE BENEVOLENT
ASSOCIATION, INC. FOR OFFICERS/DETECTIVES AND
CORPORALS/SERGEANTS; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT an Agreement has been reached with the Florida Police Benevolent Association, Inc. for both the Officers/Detectives and Corporals/Sergeants units.

THAT the Union Membership has approved the Agreement, and

THAT this Agreement is hereby Ratified and Accepted by the City of Leesburg, and

THAT the Mayor and City Clerk are hereby authorized to execute the agreement on behalf of the City.

THAT this resolution shall become effective October 1, 2026.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 22nd day of June 2026.

Mayor

ATTEST:

City Clerk

Florida Police Benevolent Association

&

City of Leesburg

Collective Bargaining Session

Bargaining Group: Off, Cpl & Sots

Date: ~~June~~ May 22, 2026

City of Leesburg

Joe Pozzi

R. W. K.

Nick Romanelli

[Signature]

Florida PBA

George Convine

CPL. G. S.

[Signature]

**Agreement Between the Florida Police Benevolent Association
and the City of Leesburg**

The Florida Police Benevolent Association (on behalf of the Officers', Detectives', Corporals' and Sergeants' Collective Bargaining Agreement) and the City of Leesburg hereby mutually agree that the following Articles of the Collective Bargaining Agreement (2023 - 2026) will not contain any changes and will remain status quo and accepted for the PBA Collective Bargaining Agreement in effect from 2026 – 2029:

ARTICLE 1	RECOGNITION
ARTICLE 2	ASSOCIATION DUES
ARTICLE 3	NON-DISCRIMINATION
ARTICLE 4	GENDER
ARTICLE 5	PROBATIONARY PERIOD
ARTICLE 6	ASSOCIATION REPRESENTATION AND ACTIVITIES
ARTICLE 7	HOURS OF WORK AND OVERTIME COMPENSATION
ARTICLE 8	SENIORITY
ARTICLE 9	INTERNAL INVESTIGATIONS
ARTICLE 10	JOB RELATED MEDICAL LEAVE OF ABSENCE
ARTICLE 13	EDUCATIONAL LEAVE
ARTICLE 14	EDUCATIONAL SUPPLEMENTAL COMPENSATION
ARTICLE 15	INSURANCE
ARTICLE 16	PAID TIME OFF
ARTICLE 17	HOLIDAYS
ARTICLE 18	OUTSIDE EMPLOYMENT
ARTICLE 19	LEGAL PROCEEDINGS
ARTICLE 20	SAFETY AND HEALTH
ARTICLE 21	EMPLOYEE RIGHTS
ARTICLE 22	MANAGEMENT RIGHTS
ARTICLE 23	GRIEVANCE AND ARBITRATION PROCEDURE
ARTICLE 24	DRUG TESTING
ARTICLE 25	WORK RULES
ARTICLE 26	REPRODUCTION OF AGREEMENT
ARTICLE 27	NOTICE
ARTICLE 28	SAVINGS
ARTICLE 29	NO STRIKE
ARTICLE 30	FUNERAL LEAVE
ARTICLE 32	GENERAL PROVISIONS
ARTICLE 33	MILITARY LEAVE
ARTICLE 35	PROMOTIONS AND CAREER LADDER WITHIN UNIT
APPENDIX "A-1"	
APPENDIX "A-2"	
APPENDIX "A-3"	
APPENDIX "A-4"	

For the City



Rob Hicks
City's Chief Labor Negotiator

5/22/2026

Date

For PBA



George J. Corwine
PBA's Chief Labor Negotiator

May 23 2026

Date

PREAMBLE

THIS AGREEMENT is executed this 1st day of October, ~~2023~~ 2026, between CITY OF
LEESBURG, FLORIDA (hereinafter called the "City"), and FLORIDA POLICE BENEVOLENT
ASSOCIATION, INC. (hereinafter called the "Association" or "PBA").

For the City



Rob Hicks
City's Chief Labor Negotiator

5/22/2026
Date

For PBA



George J. Corwine
PBA's Chief Labor Negotiator

May 22, 2026
Date

ARTICLE 11
PHYSICAL EXAMINATIONS

11.1 Bargaining unit employees shall receive, at no cost, an annual job-related medical examination by a physician selected by the City under guidelines as established by the City. Specific results of the medical examination shall be treated as confidential records and may only be released to the employee and the City for lawful purposes relating to employment. The physician selected by the City shall provide to the City and the employee a report providing medical limitations or restrictions, if any, in layman's terms, and if the limitations are permanent. The City shall determine if the medical limitations prevent the employee from doing the essential functions of his position.

11.2 An employee shall achieve and maintain a state of personal physical condition that allows him to perform the essential functions of the job description promulgated by the City for his job or rank. Where appropriate, the current job description may be modified in accordance with the federal Americans with Disabilities Act of 1990.

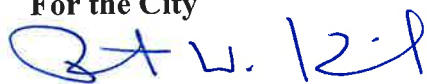
11.3 If the City has reason to believe that an employee is not able to perform the essential functions of his job because of a reason related to his personal physical or mental condition, the City may require an employee to be examined by a physician.

11.4 In the event the City receives a written recommendation from a physician paid for by the City for a physical fitness program for an employee, the employee shall perform such physical exercise program as directed by the Chief, or his designee.

11.5 In the event an employee disagrees with the recommendation of the physician employed by the City, the employee reserves the right to select his own physician for examination at the employee's expense. If the two physicians disagree, the City and the employee shall agree on a third physician, paid by the City, within thirty (30) calendar days, and the third physician's decision on the question of the scope of a physical fitness program shall be binding on the City, the employee and Association.

11.6 No employee shall be ordered to participate in a City provided physical fitness program without first having a physician-conducted physical examination, including a stress EKG, a pulmonary function test, an audio and vision test, and a blood chemical profile (SMAC test) paid for by the City.

For the City



Rob Hicks
City's Chief Labor Negotiator

5/22/2026
Date

For PBA



George J. Corwine
PBA's Chief Labor Negotiator

May 22, 2026
Date

PBA/City of Leesburg

CITY Proposal - Article #11 – Counter to Union Proposal on May 22nd, 2026

Officer, Corporal, Detective and Sergeants CBAs

DATE: May 22nd, 2026

Page 2 of 2

11.7 If the City-selected physician determines that an employee has permanent medical limitation(s), the medical provider shall so notice the City and employee in layman's terms as to the limitations. The City may consider if the employee can continue to perform the essential functions of a sworn law enforcement officer or consider if the employee is qualified by reason of his training, education, or experience to perform in some other position or job with the City. The City may offer the employee the opportunity to apply for such a full-time position within five (5) months of the date of the City's decision determining the employee's unfitness for duty as a law enforcement officer. The City may elect not to rehire the employee. An employee who the City-selected physician determines is medically unfit for duty as a law enforcement officer and for whom another position cannot be found may be terminated. Nothing in this section shall prohibit an employee from seeking a disability retirement under the provisions of the Police Officers' Retirement Fund (185 Police Pension Plan, Municipal Police Retirement) of the City of Leesburg nor should be construed as a waiver of the employee or PBA to grieve the City's decision on employment.

11.8 The Annual Physical Exam shall follow the guidelines in FDLE Form 75 (except #6 (form effective date 5/2021) and/or 75A. If changes to the FDLE requirements occur, union members will adhere to the updated FDLE guidelines.

In addition to the guidelines with the FDLE Form(s), the following items shall be included if the member is age forty (40) or greater, or the medical provider deems it necessary due to information disclosed between the member and the medical provider:

1. Mammogram (female only)
2. PSA (male only)
3. Stress Test

For the City



Rob Hicks
City's Chief Labor Negotiator

5/22/2026
Date

For PBA



George J. Corwine
PBA's Chief Labor Negotiator

May 22, 2026
Date

ARTICLE 12
OFF-DUTY DETAIL PAY

12.1 Unit employees may, solely at their option, agree to be employed on special details by separate or independent employers in law enforcement or related activities. The City will facilitate such employment of such employees by separate and independent employers (outside vendors). Compensation paid to such employees by such separate and independent employers shall be:

12.1:1 Minimum Rates – The minimum hourly rate charged off-duty vendors shall be fifty-five dollars (\$55) net for unit employees not working the off-duty detail as a supervisor and sixty dollars (\$60) net for unit employees working the off-duty detail in the capacity of a supervisor. In the event that the detail involves the serving or consuming of alcoholic beverages, a five-dollar (\$5) premium shall be added to the above wage rates. Members shall receive a minimum of three (3) hours, or the actual time worked, whichever is greater. In addition, any detail cancelled by the vendor for any reason with less than forty-eight (48) hours' notice to the member shall receive the minimum three (3) hours of pay.

12.1:2 Holidays – The minimum hourly rate charged off-duty vendors for the following nine (9) holidays shall be sixty-five dollars (\$65) net for unit members not working the off-duty detail as a supervisor and seventy dollars (\$70) net for unit members working the off-duty detail in the capacity of a supervisor. In the event that the detail involves the serving or consuming of alcoholic beverages, a five-dollar (\$5) premium shall be added to the above wage rates.

The named holidays are: 1) New Year's Day; 2) Martin Luther King, Jr. Day 3) Memorial Day; 4) Easter; 5) Independence Day; 6) Labor Day; 7) Veteran's Day 8) Thanksgiving Day; 9) Day After Thanksgiving 10) Christmas Eve; 11) Christmas Day; and 12) New Year's Eve.

12.1:3 Outside vendors shall pay the City who will in turn pay the unit member(s) in the next pay period in which the City received the vendor's payment but not more than two (2) pay periods after the unit member has worked the off-duty detail.

For the City



Rob Hicks
City's Chief Labor Negotiator

5 / 22 / 2026
Date

For PBA



George J. Corwine
PBA's Chief Labor Negotiator

May 22, 2026
Date

12.1:4 With the approval of police management, unit members will be allowed to work law enforcement-related off-duty details outside of the City's jurisdiction and shall be paid the same rate as other law enforcement personnel working the same detail.

12.2 The City may offer special events, which are City sponsored events and paid by the City. The Police Department, from time-to-time, may post special details that may be filled by off-duty unit members. Unit members will be paid at the rate of one and one-half (1 ½) times the employee's current hourly rate of pay, with a three (3) hour minimum for special events. This does not apply to officers working their regular scheduled shift, regardless of duty assignment.

12.2:1 For the purpose of this section, pre-approved PTO shall count as actual hours worked for the purpose of calculating overtime compensation under the Fair Labor Standards Act, as is indicated in Article 7.

12.3 All open events/details, both City sponsored events and those off-duty details paid by a vendor, shall be posted utilizing the scheduling software or a similar technical process. Each posting shall be dated as to when the event/detail has been posted. At the initial posting, these events/details will be limited to two (2) events/details per unit member, with additional opportunities given to sign up for more events/details after others have an opportunity to sign up. The normal waiting period will be twenty-four (24) hours after the event/detail information has been posted.

12.4 Overtime events and details should be limited to Officers, Detectives, Corporals, and Sergeants covered under this bargaining agreement, unless administrative employees are required or the shifts cannot be filled.

12.5 Off Duty wages shall have a cap of one hundred (100) hours of pensionable earnings.

For the City



Rob Hicks
City's Chief Labor Negotiator

5 / 22 / 2026
Date

For PBA



George J. Corwine
PBA's Chief Labor Negotiator

May 22, 2026
Date

ARTICLE 31
CITY OF LEESBURG MUNICIPAL POLICE OFFICERS' PENSION TRUST FUND

31.1 The parties agree that the City will continue participation in the City of Leesburg Municipal Police Officers' Pension Trust Fund (the "Plan"), which was adopted in Chapter 17, Article IV of the City's Code of Ordinances.

31.2 The multiplier used to calculate the police pension shall be as follows:
Three and a quarter percent (3.25%) for all years of service for all members who retire on or after October 1, 2025. This retroactive change shall apply to all current, sworn members including all DROP participants.

31.3 The parties agree that the DROP shall be extended from sixty (60) months to a maximum of ninety-six (96) months, based upon the election of the bargaining unit member. The member may elect to complete less than ninety-six (96) months if they so desire.

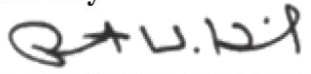
31.4 The foregoing changes will apply only to eligible sworn personnel who are employed by the City as such upon full implementation of the changes, and not to any person not employed at such time or who enters the DROP plan prior to such implementation.

31.5 All Premium Insurance Revenues derived from Chapter 185, received by the City, during the term of this Agreement shall be used exclusively by the City to fund the benefits first, and second, the incurred unfunded liability of the City of Leesburg Municipal Police Officers' Pension Trust Fund.

31.6 Unit employees who retire under the provisions of normal retirement shall, upon the last day of employment, be awarded their service sidearm and retirement credentials.

31.7 For each fiscal year, the Pension Board shall set aside three thousand five hundred dollars (\$3,500) for the PBA to use at their sole discretion to conduct pension surveys. The Chairman of the Police Pension Board must review the survey request prior to it being submitted to the Pension's Actuary, to ensure the request will not exceed the allotted amount, and the administrative process is being followed. The Union and the City can agree to a study in the excess of \$3,500 provided the Union shall cover any amount above the allotted amount in this section. Any pension study request shall be made by the Chief Labor Negotiator for the Union to Pension Board Chairman as designated by the Board.

For the City



Rob Hicks
City's Chief Labor Negotiator

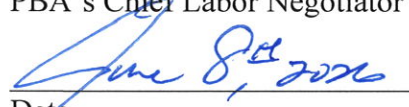
06/08/2026

Date

For PBA



George J. Corwine
PBA's Chief Labor Negotiator

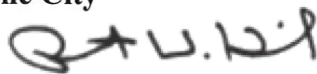


Date

PBA/City of Leesburg
UNION Proposal - Article #31
Officer, Corporal, Detective and Sergeants CBAs
DATE: June 8th, 2026
Page 2 of 2

38 31.8 Effective October 1st, 2026, normal retirement shall be defined as twenty-five (25)
39 years of service and age fifty (50) years old.

For the City



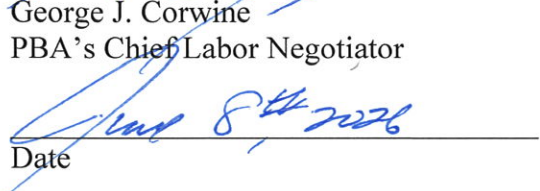
Rob Hicks
City's Chief Labor Negotiator

06/08/2026

Date

For PBA



George J. Corwine
PBA's Chief Labor Negotiator

Date

**ARTICLE 34
COMPENSATION**

34.1 Effective October 1, ~~2023~~ 2026, the below wage ranges are adopted.

For Fiscal Year ~~2026-2027~~ 2023-2024, all bargaining unit members shall receive a ~~sixteen percent (16%)~~ eight percent (8%) General Wage Increase (GWI) in base pay or a pay increase to the new minimum pay. Unit members with six months or greater sworn law enforcement service with the Leesburg Police Department shall make a minimum of \$70,900 ~~60,300~~.

For Fiscal Year 2027-2028, all bargaining unit members shall receive a five percent (5%) General Wage Increase (GWI) in base pay or a pay increase to the new minimum pay. Unit members with six months or greater sworn law enforcement service with the Leesburg Police Department shall make a minimum of \$74,450.

The annual maximum of each salary range shall be advanced as outlined in the below tables:

In the event the City hires a law enforcement officer with previous experience from an agency of similar size or larger, the Chief may grant an additional base pay of up to fifteen percent (15%).

Fiscal Year ~~2023-2024~~ 2026 – 2027

Position	Hourly Min	Hourly Max	Annual Min	Annual Max
Police Officer/Detective 300	\$29.42	\$41.27	\$65,018.20	\$91,197.42
Senior Police Officer/Detective 302	\$31.88	\$45.13	\$70,465.41	\$99,747.91
Police Corporal/Detective Corporal 304	\$33.47	\$50.15	\$73,979.31	\$110,828.41
Police Sergeant/Detective Sergeant 306	\$37.60	\$56.81	\$83,092.02	\$125,539.93

For the City



Rob Hicks
City's Chief Labor Negotiator

6/3/2026
Date

For PBA



George J. Corwine
PBA's Chief Labor Negotiator

May 22, 2026
Date

Position	Hourly Min	Hourly Max	Annual Min	Annual Max
Police Officer/Detective 300	<u>\$31.77</u>	<u>\$40.42</u>	<u>\$70,211.70</u>	<u>\$89,328.20</u>
Senior Police Officer/Detective 302	<u>\$34.44</u>	<u>\$48.75</u>	<u>\$76,112.40</u>	<u>\$107,737.50</u>
Police Corporal/Detective Corporal 304	<u>\$36.16</u>	<u>\$54.16</u>	<u>\$79,913.60</u>	<u>\$119,693.60</u>
Police Sergeant/Detective Sergeant 306	<u>\$40.61</u>	<u>\$61.35</u>	<u>\$89,748.10</u>	<u>\$135,583.50</u>

Fiscal Year 2027 – 2028

Position	Hourly Min	Hourly Max	Annual Min	Annual Max
Police Officer/Detective 300	<u>\$33.36</u>	<u>\$42.44</u>	<u>\$73,725.60</u>	<u>\$93,792.40</u>
Senior Police Officer/Detective 302	<u>\$36.16</u>	<u>\$51.19</u>	<u>\$79,913.60</u>	<u>\$113,129.90</u>
Police Corporal/Detective Corporal 304	<u>\$37.97</u>	<u>\$56.87</u>	<u>\$83,913.70</u>	<u>\$125,682.70</u>
<u>Police Sergeant/Detective Sergeant 306</u>	<u>\$42.64</u>	<u>\$64.42</u>	<u>\$94,234.40</u>	<u>\$142,368.20</u>
Position	Hourly Min	Hourly Max	Annual Min	Annual Max
Police Officer/Detective 300	<u>\$27.15</u>	<u>\$37.43</u>	<u>\$60,001.50</u>	<u>\$82,720.30</u>
Senior Police Officer/Detective 302	<u>\$28.92</u>	<u>\$40.94</u>	<u>\$63,913.20</u>	<u>\$90,477.40</u>
Police Corporal/Detective Corporal 304	<u>\$30.37</u>	<u>\$45.49</u>	<u>\$67,117.70</u>	<u>\$100,532.90</u>
Police Sergeant/Detective Sergeant 306	<u>\$34.11</u>	<u>\$51.53</u>	<u>\$75,383.10</u>	<u>\$113,881.30</u>

For Fiscal Year 2024 2025, each bargaining unit member shall receive an increase to the base pay of four percent (4%). In addition, for Fiscal Year 2024 2025, the following wage chart shall apply:

Position	Hourly Min	Hourly Max	Annual Min	Annual Max
Police Officer/Detective 300	<u>\$27.69</u>	<u>\$38.93</u>	<u>\$61,201.53</u>	<u>\$86,035.30</u>

For the City


 Rob Hicks
 City's Chief Labor Negotiator

6/3/2026
 Date

For PBA


 George J. Coryne
 PBA's Chief Labor Negotiator

May 22, 2026
 Date

Senior Police Officer/Detective 302	\$30.08	\$42.58	\$66,476.80	\$94,101.80
Police Corporal/Detective Corporal 304	\$31.59	\$47.31	\$69,813.90	\$104,555.10
Police Sergeant/Detective Sergeant 306	\$35.47	\$53.59	\$78,388.70	\$118,433.90

34.2 — For Fiscal Year 2025-2026, each bargaining unit member shall receive an increase to the base pay of six percent (6%). In addition, for Fiscal Year 2025-2026, the following wage chart shall apply:

Position	Hourly Min	Hourly Max	Annual Min	Annual Max
Police Officer/Detective 300	\$29.42	\$41.27	\$65,018.20	\$91,197.42
Senior Police Officer/Detective 302	\$31.88	\$45.13	\$70,465.41	\$99,747.91
Police Corporal/Detective Corporal 304	\$33.47	\$50.15	\$73,979.31	\$110,828.41
Police Sergeant/Detective Sergeant 306	\$37.60	\$56.81	\$83,092.02	\$125,539.93

34.2 The parties agree to re-open this Agreement for Fiscal Year 2028-2029 (beginning October 1, 2028, and ending September 30, 2029). Such negotiations must begin no later than June 1 of the preceding fiscal year and notice must be given under Article 27 of this Agreement.

34.3 Should the increases adopted above result in a unit member being placed above the maximum, the unit member shall receive the difference of the GWI as applied and the maximum wage range in the form of a bonus check paid in the first full pay period of October. Said payment is to be treated as pensionable income.

34.4 Accrual Maximum Rate: Pursuant to the terms in Article 16, earned payments made for PTO accruals shall be paid at the employee's current rate of pay up to the maximum amount provided for in Article 16.19.

34.5 Education Incentive. Each employee covered by this Agreement and entitled to Educational Incentive Pay under guidelines established by the State of Florida for the completion of certain educational courses related to his job as a law enforcement officer shall continue to be so entitled, subject to the following: should the State of Florida Education Incentive Pay program be altered, amended or ended, that will be binding on the parties.

34.6 Specialty Pay

For the City



Rob Hicks
 City's Chief Labor Negotiator

6/3/2026
 Date

For PBA



George J. Corwine
 PBA's Chief Labor Negotiator

May 22, 2026
 Date

a. Special Weapons And Tactics Team - Each unit employee that is a member of the Leesburg Police Department's Special Weapons And Tactics Team shall continue to receive additional specialty pay in the amount of two-percent (2%) above said employee's current base rate of pay, provided, however, this shall apply only so long as an employee is a member, and such additional specialty pay shall cease upon cessation of membership for any reason.

b. Field Training Officer (FTO) shall receive one (1) additional hour of PTO per each shift while training a probationary unit member. The PTO hour will be added to the FTO's accrual bank and available to use on the pay period following submission.

c. Field Training Officer (FTO) Supervisor shall receive an incentive pay in the amount of \$1,250 annually and will be paid as an "add pay" in the amount of \$48.08 bi-weekly and will not be included in the base pay of any unit employee.

d. K-9 ~~Supervisor~~ Trainer shall receive an incentive pay in the amount of \$1,250 annually and will be paid as an "add pay" in the amount of \$48.08 bi-weekly and will not be included in the base pay of any unit employee.

e. Emergency Medical Technician (EMT) Incentive - To receive such pay, unit employees must have received EMT specialized training and maintain their EMT certification. The unit member shall submit a copy of his EMT certificate to the Chief of Police. The EMT incentive pay shall be \$1,250 annually and will be paid as an "add pay" in the amount of \$48.08 bi-weekly and will not be included in the base pay of any unit employee.

34.7 Clothing Allowance. Each unit employee assigned to non-uniform assignments (i.e. Detective) shall receive a clothing allowance in the amount of one thousand five hundred dollars (~~\$1,500.00~~ 1,000.00) annually, paid on the first pay period for the new fiscal year. Clothing allowance for employees temporarily assigned to such non-uniformed assignments shall be prorated for the time assigned to non-uniform duties (i.e. 6-month assignment shall receive ~~\$750.00~~ 500.00). Unit employees promoted, reclassified, or transferred to a non-uniform assignment shall receive the clothing allowance calculated on remaining quarters in the fiscal year at ~~two hundred fifty~~ three hundred seventy-five dollars (~~\$375.00~~ 250.00) per quarter. Unit employees assigned to light duty shall not be entitled to the clothing allowance during the period of such assignment. Clothing allowance payments are considered taxable income to the employee.

34.8 K-9 Allowance. The position of K-9 handler performs work related to the care of departmental dogs outside of their normally scheduled hours. The City recognizes that this time

For the City



Rob Hicks
City's Chief Labor Negotiator

6/3/2026
Date

For PBA



George J. Corwine
PBA's Chief Labor Negotiator

May 22, 2026
Date

is compensable under the provisions of the Fair Labor Standards Act and will be paid in accordance with the following:

a. Employees assigned to K-9 duty will be paid for the care of departmental dogs done after their normally scheduled work hours. The parties to this Agreement concur that an average of three-and-one-half (3.5) hours per week is spent on such duties. K-9 handlers will be paid at their regular hourly rate of pay for completion of such duties and such hours will be considered as part of the K-9 handlers normally scheduled work hours.

34.9 Holiday Bonus. Should the City grant holiday bonuses City-wide to City employees outside the bargaining unit in any fiscal year during the term of this agreement, unit employees shall receive the same bonus, provided it shall set no precedent or status quo for any future bonus.

34.10 Out of Classification Pay. Any employee of the bargaining unit required to temporarily fill and assume the duties of a higher classification position for a period greater than eighty (80) consecutive hours shall receive a five percent (5%) salary increase. The affected employee's out of classification pay will begin the first scheduled workday after the absence of the higher classified employee for eighty (80) consecutive hours. The employee receiving out of classification pay will return to his regular salary upon return of the higher classified employee to work.

34.11 On Call/Standby Pay. Unit members placed on standby/on-call shall receive twenty-five dollars (\$25) per day while on such status.

34.12 Shift Differential. Bargaining unit members who work between the hours of 1800 and 0600, shall be paid a shift differential of one dollar (\$1.00) per hour for all time worked.

For the City



Rob Hicks
City's Chief Labor Negotiator

6/3/2026

Date

For PBA



George J. Corwine
PBA's Chief Labor Negotiator

May 22, 2026

Date

ARTICLE 36
DURATION

SECTION 1 - Duration

This agreement shall take effect in accordance with Section 447.309(1), Florida Statutes, on October 1, ~~2023~~ 2026, and shall terminate and expire on September 30, ~~2026~~ 2029. It shall not renew automatically.

SECTION 2 – Re-Openers

The City and the Association agree that for the Fiscal Year ~~2024-2025~~ and ~~2025-2026~~ 2028-2029, each party has the right to reopen up to one (1) article in addition to Article 34.

SECTION 3 – Memorandum of Understanding/Settlements

The parties recognize that during the term of this Agreement situations may arise which require that terms and conditions not specifically and clearly set forth in the Agreement must be clarified or amended. Under such circumstances, the Association is specifically authorized by bargaining unit members to enter into the settlement of grievance disputes or memorandum of understanding that clarifies or amends this Agreement, without having to be ratified by bargaining unit members.

For the City



Rob Hicks
City's Chief Labor Negotiator

5/22/2026

Date

For PBA



George J. Corwine
PBA's Chief Labor Negotiator

May 22, 2026

Date

Collective Bargaining Agreement

Between

North Central Florida Police Benevolent Association

A Chapter of the
Florida Police Benevolent Association



and the

The City of Leesburg



October 1, 2026 to September 30, 2029

**Police Officers, Senior Police Officers, Detectives, Senior Detectives,
Corporals and Sergeants Collective Bargaining Agreement**

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PREAMBLE

THIS AGREEMENT is executed this 1st day of October, ~~2023~~ 2026, between CITY OF LEESBURG, FLORIDA (hereinafter called the “City”), and FLORIDA POLICE BENEVOLENT ASSOCIATION, INC. (hereinafter called the “Association” or “PBA”).

DRAFT

ARTICLE 1

RECOGNITION

1.1 The City recognizes the Association's status by virtue of Florida Statutes, Section 447.307 and its certification number 1679 by the Florida Public Employees Relations Commission. The City recognizes the Association as the exclusive collective bargaining representative of the following bargaining unit, who shall be designated as Unit A:

INCLUDED: All full-time sworn, certified law enforcement officers in the classifications of police officer, senior police officer, detective and senior detective.

EXCLUDED: All other employees employed in the Police Department of the City of Leesburg and all other employees employed by the City of Leesburg.

1.2 The City recognizes the Association's status by virtue of Florida Statutes, Section 447.307 and its certification number 1683 by the Florida Public Employees Relations Commission. The City recognizes the Association as the exclusive collective bargaining representative of the following bargaining unit, who shall be designated as Unit B:

INCLUDED: All full-time sworn, certified law enforcement officers in the classifications of police corporal and sergeant.

EXCLUDED: All other employees employed in the Police Department of the City of Leesburg and all other employees employed by the City of Leesburg.

ARTICLE 2
ASSOCIATION DUES

2.1 The City agrees that upon receipt of a voluntary written individual authorization signed by a bargaining unit employee on the form set forth in Appendix "A-1" which is attached hereto and made a part hereof, the City shall deduct from the pay due such employee his Association dues and uniform assessments, if any. Such authorization may be revoked by an employee within thirty (30) days written notice to the City and the Association in the form set forth in Appendix "A-2" which is attached hereto and made a part hereof.

2.2 Dues shall be deducted each pay period and those monies shall be remitted to the Association thereafter.

2.3 The Association agrees to save and hold the City harmless from any and all suits, claims or judgments arising because of the City's compliance with the provisions of this article.

2.4 The Association will notify the City as to the amount of dues for each affected unit employee. Such notification will be to the City in writing signed by a representative of the Association. Any change in Association membership dues will be similarly certified to the City and shall be done thirty (30) days in advance of the effective date of any such changes.

ARTICLE 3
NON-DISCRIMINATION

3.1 The parties to this Agreement will not discriminate against any employee because of Association membership, non-membership, or legitimate activity as required in this Agreement in behalf of the members of the bargaining unit. The parties agree they will not discriminate against any employee because of race, color, religion, creed, sex, age, national origin, sexual orientation, disability, marital status, or any other protected characteristic as defined by law.

3.2 Nothing in this agreement shall be interpreted to obligate the Association to provide services, information or process grievances for employees who are not members of the Association.

3.3 This Article 3 is not subject to the Grievance and Arbitration Procedure of Article 23 and any complaints or allegations raised under this article will be processed in accordance with the City's personnel policies and procedures.

ARTICLE 4
GENDER

4.1 The use of masculine or feminine gender in this Agreement shall be construed as including both genders and is used for convenience purposes only.

DRAFT

ARTICLE 5
PROBATIONARY PERIOD

5.1 An employee initially employed as a police officer shall be on probationary status for one (1) year. The City may, at its sole discretion, terminate the employment of a probationary employee at any time for any reason during the initial probationary period. Unit employees promoted to the positions of Senior Officer, Corporal, or Sergeant shall be on probationary status for three (3) months from the effective date of said promotion. Notwithstanding other disciplinary action, a promotional probationary employee will be returned to their previous rank.

DRAFT

ARTICLE 6
ASSOCIATION REPRESENTATION AND ACTIVITIES

6.1 Representation.

a. From employees in the bargaining unit, the Association shall select one (1) Association representative from each shift to represent unit employees. It shall furnish the City with their names and any up-to-date changes thereto. In addition, the Association shall furnish to the City and keep up-to-date a list of Association Staff Representatives.

b. Where Association representation is requested by an employee, the representative shall be a person selected and designated by the Association. Association representatives, who are unit members, act as liaisons between the City and PBA but do not have the authority to bind the Union.

c. Recognized Association representatives, who are unit employees, shall be allowed to communicate official Association business to employees prior to the beginning of his shift, during meal breaks, or after completing his shift. City work hours shall not be used by unit employees or Association representatives for conducting Association meetings or the promotion of Association affairs.

d. Unit employees who are serving on the PBA's Contract Negotiations Committee (CNC) may be allowed to attend negotiation, while on duty, with no loss of pay or benefits. A maximum number of two (2) CNC members may attend while on duty.

6.2 Representative Access. An employee representative of the Association (Staff Representative) shall be permitted reasonable access to Departmental work locations, upon request, to handle specific grievances and matters of interpretation of this Agreement. Such requests shall be permitted during the hours outlined in section 6.1.c. and are not to be unreasonably denied.

6.3 Bulletin Boards. The Association shall be allowed to mount a suitable bulletin board, measuring 3' x 4' in an area designated by the Chief of Police and generally accessible to employees. All materials posted shall be submitted to the Chief of Police for approval prior to posting. No material, notices or announcements shall be posted which contain anything political or that adversely reflects upon the City of Leesburg, its departments, its employees, or any labor organization among its employees. All material notices or announcements posted shall be signed or initialed by the Association president or his designee prior to posting. The bulletin board shall be used for posting Association information as follows:

- a. Association literature
- b. Notices of Association meetings
- c. Notices of Association elections and results of such elections
- d. Notices of Association appointments and other official Association business.

Any violation of this section by the Association shall entitle the City to revoke the privileges of bulletin board use by the Association.

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ARTICLE 7
HOURS OF WORK AND OVERTIME COMPENSATION

7.1 Unit members assigned to the Patrol Division shall work seven (7) – twelve (12) hour shifts, for a total of eighty-four (84) hours in a fourteen (14) day work cycle and an eighty-six (86) hour work cycle, respectively.

7.2 K-9 officers shall work a scheduled shift of eleven (11) hours – total of seven (7) shifts in a fourteen (14) day work cycle. One additional hour per scheduled shift shall be paid at the unit member's base salary as compensation for the care of their canine partners. On one (1) designated training day per month, unit members shall work two (2) additional paid hours to allow for in-service training.

7.3 Unit members assigned to CID shall work a schedule totaling eighty-four (84) hours and eighty-six (86) hours per fourteen (14) day work period.

7.4 All unit members shall enjoy a paid meal period per shift and two (2) work breaks. However, should the need arise and the employee is required to respond to a call while on a meal break, the employee shall respond and the employee will be allowed to take another meal break, if time allows.

7.5 No hours not actually worked except for hours paid as holiday pay shall count as hours worked for the purpose of calculating overtime compensation under the Fair Labor Standards Act. Overtime compensation rate of one and one-half (1 ½) times the unit member's straight time hourly rate of pay shall be paid for all authorized work performed in excess of eighty-four (84) hours and eighty-six (86) hours in the fourteen (14) day work period.

7.5:1 If a unit member requests PTO and subsequently works hours beyond those required during the fourteen (14) day work cycle, the unit member shall have the option of being paid the PTO at their straight time hourly rate of pay or they may request to only use the PTO that brings them to the hours needed for the fourteen (14) day work cycle. Unit members shall so indicate their preference on their timesheets.

7.5:2 If a unit member takes pre-approved PTO and works a City sponsored event or special detail, as indicated in Article 12.2, within the same fourteen (14) day work cycle, the PTO shall count as hours worked for the purpose of calculating overtime compensation. PTO will count as actual hours worked only under these circumstances. Pre-approved PTO is defined as time off requested 48 hours prior to the unit member's respective shift(s).

7.6 Unit members shall have the option to receive payment for overtime worked or compensatory time at the rate of one and one-half (1 ½) times the number of hours worked. Unit members shall so indicate their preference on their timesheets.

7.6:1 The maximum accrual compensatory time balance shall be eighty-four (84) hours. Any hours worked above the compensatory cap shall be paid at the overtime rate.

7.6:2 Unit members may choose to sell back compensatory time throughout the Fiscal Year. Any comp balance on September 30 of each year of this Agreement shall be paid out on the

last paycheck in September.

7.7 The City shall have the right at its discretion to assign overtime work.

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ARTICLE 8

SENIORITY

8.1 Seniority for members in the rank of police officer, senior police officer, detective and senior detective (Unit A) shall be by length of continuous employment with the City as a sworn officer, calculated from the most recent date of hire.

8.2 Rank Seniority for members in the rank of police corporal and sergeant (Unit B) shall be defined as the length of service from the date of the most recent rank promotion and years of service (in that order).

8.3 In cases of selections for layoff, recall, or vacations, the following factors shall be considered:

- a. Seniority as above defined, and
- b. Job Performance.

8.4 Continuous service with the City for seniority purposes shall continue to accrue during all types of paid leave.

8.5 Seniority shall be used only as stated in 8.3 and for no other purpose, provided, however, while PTO requests shall be filled on a first come-first served basis, PTO requests submitted simultaneously shall be filled based on seniority.

8.6 An employee on layoff status shall be recalled to an available job in accordance with Section 8.3. The City may require a physical examination of an employee at its expense before recall. Recall will be made by certified mail to the last address in the employee's record. The employee must, within seven (7) days of the certified receipt date, signify his intention, in writing, of returning to work to the Human Resources Director and the Chief of the Police Department. In the event an employee on layoff does not advise the City within seven (7) calendar days of his intention to return and return within fourteen (14) calendar days, that person shall be terminated for all purposes.

An employee shall lose his seniority as a result of the following:

- a. Resignation,
- b. Termination,
- c. Retirement,
- d. Layoff exceeding twelve (12) months.

ARTICLE 9

INTERNAL INVESTIGATIONS

9.1 The parties recognize that the security of the City and its citizens depends to a great extent upon the manner in which employees covered by this Agreement perform their various duties. Further, the parties recognize that the performance of such duties involves those employees in all manner of contacts and relationships with the public and out of such contacts and relationships with the public, questions may arise, or complaints may be made concerning the actions of employees covered by this Agreement. Investigations of such questions and complaints must necessarily be conducted by, or under the direction of, Police Department supervisory officials whose primary concern must be the security of the City and the preservation of the public interest. Unit members shall be disciplined for violations of City and Police Department's published rules or lawful orders, in accordance with Florida Statute 447.209.

9.2 In order to maintain the security of the City and protect the interest of its citizens, the parties agree that the City must have the right to conduct investigation of citizens' complaints and matters of internal security; provided, however, that any investigative interrogation of any employee covered by this Agreement relative to a citizen's complaint and/or matter of internal security shall be conducted pursuant to law, as established by Florida Statute, 112.531 et seq., commonly referred to as "The Law Enforcement Officers' Bill of Rights," as such law exists and/or may be amended.

9.3 No allegation of a violation or violations of The Law Enforcement Officers' Bill of Rights shall be subject to the Grievance and Arbitration Procedure of this Agreement.

9.4 Unit members shall be given advanced notice of any pending internal affairs interview. Unit members shall be afforded a reasonable opportunity to notify his PBA representative and secure representation prior to questioning in an internal affairs investigation. The unit member under investigation shall be allowed to bring his PBA representative, or attorney, or a person of his choosing to be present at any meeting in which the unit member may be subject to suspension, demotion, or termination. Nothing in this section is to be construed as a limitation on the ability of the City to require the unit member to provide general information concerning a crime. A unit member being interviewed as a witness only, shall be so informed and should he become a subject or target of the investigation, he shall be immediately informed and shall be provided the same rights as provided in 9.3.

ARTICLE 10
JOB RELATED MEDICAL LEAVE OF ABSENCE

10.1 In the event that an employee is unable to perform work because of an injury or illness which is compensable under the Florida Workers' Compensation Law (Florida Statutes, Section 440), he may use accumulated sick leave, accrued compensatory time, or PTO to make up the difference between his regular salary and the amount received from workers' compensation carrier for a bi-weekly pay period.

10.2 An employee who is absent for a compensable injury or illness covered under the Florida Workers' Compensation Law will be permitted to use available sick leave, accrued compensatory time, or PTO for any days not payable by workers' compensation insurance. Under the Florida Workers' Compensation Law, no compensation shall be allowed for the first seven (7) calendar days, except if the injury results in disability of more than twenty-one (21) calendar days, compensation shall be allowed from the commencement of the disability. If an employee collects sick leave, compensatory time, or PTO for all or any part of the first seven (7) calendar days of an absence covered by workers' compensation insurance and is later paid for the same period by the insurance carrier, the employee shall reimburse the City for the leave paid and his appropriate account will be credited back the time the employee initially used, accordingly.

ARTICLE 11

PHYSICAL EXAMINATIONS

11.1 Bargaining unit employees shall receive, at no cost, an annual job-related medical examination by a physician selected by the City under guidelines as established by the City. Specific results of the medical examination shall be treated as confidential records and may only be released to the employee and the City for lawful purposes relating to employment. The physician selected by the City shall provide to the City and the employee a report providing medical limitations or restrictions, if any, in layman's terms, and if the limitations are permanent. The City shall determine if the medical limitations prevent the employee from doing the essential functions of his position.

11.2 An employee shall achieve and maintain a state of personal physical condition that allows him to perform the essential functions of the job description promulgated by the City for his job or rank. Where appropriate, the current job description may be modified in accordance with the federal Americans with Disabilities Act of 1990.

11.3 If the City has reason to believe that an employee is not able to perform the essential functions of his job because of a reason related to his personal physical or mental condition, the City may require an employee to be examined by a physician.

11.4 In the event the City receives a written recommendation from a physician paid for by the City for a physical fitness program for an employee, the employee shall perform such physical exercise program as directed by the Chief, or his designee.

11.5 In the event an employee disagrees with the recommendation of the physician employed by the City, the employee reserves the right to select his own physician for examination at the employee's expense. If the two physicians disagree, the City and the employee shall agree on a third physician, paid by the City, within thirty (30) calendar days, and the third physician's decision on the question of the scope of a physical fitness program shall be binding on the City, the employee and Association.

11.6 No employee shall be ordered to participate in a City provided physical fitness program without first having a physician-conducted physical examination, including a stress EKG, a pulmonary function test, an audio and vision test, and a blood chemical profile (SMAC test) paid for by the City.

11.7 If the City-selected physician determines that an employee has permanent medical limitation(s), the medical provider shall so notice the City and employee in layman's terms as to the limitations. The City may consider if the employee can continue to perform the essential functions of a sworn law enforcement officer or consider if the employee is qualified by reason of his training, education, or experience to perform in some other position or job with the City. The City may offer the employee the opportunity to apply for such a full-time position within five (5) months of the date of the City's decision determining the employee's unfitness for duty as a law enforcement officer. The City may elect not to rehire the employee. An employee who the City-selected physician determines is medically unfit for duty as a law enforcement officer and for whom another position cannot be found may be terminated. Nothing in this section shall prohibit

an employee from seeking a disability retirement under the provisions of the Police Officers' Retirement Fund (185 Police Pension Plan, Municipal Police Retirement) of the City of Leesburg nor should be construed as a waiver of the employee or PBA to grieve the City's decision on employment.

11.8 The Annual Physical Exam shall follow the guidelines in FDLE Form 75 (except #6 (form effective date 5/2021) and/or 75A. If changes to the FDLE requirements occur, union members will adhere to the updated FDLE guidelines.

In addition to the guidelines with the FDLE Form(s), the following items shall be included if the member is age forty (40) or greater, or the medical provider deems it necessary due to information disclosed between the member and the medical provider:

1. Mammogram (female only)
2. PSA (male only)
3. Stress Test

ARTICLE 12

OFF-DUTY DETAIL PAY

12.1 Unit employees may, solely at their option, agree to be employed on special details by separate or independent employers in law enforcement or related activities. The City will facilitate such employment of such employees by separate and independent employers (outside vendors). Compensation paid to such employees by such separate and independent employers shall be:

12.1:1 Minimum Rates – The minimum hourly rate charged off-duty vendors shall be fifty-five dollars (\$55) net for unit employees not working the off-duty detail as a supervisor and sixty dollars (\$60) net for unit employees working the off-duty detail in the capacity of a supervisor. In the event that the detail involves the serving or consuming of alcoholic beverages, a five-dollar (\$5) premium shall be added to the above wage rates. Members shall receive a minimum of three (3) hours, or the actual time worked, whichever is greater. In addition, any detail cancelled by the vendor for any reason with less than forty-eight (48) hours' notice to the member shall receive the minimum three (3) hours of pay.

12.1:2 Holidays – The minimum hourly rate charged off-duty vendors for the following nine (9) holidays shall be sixty-five dollars (\$65) net for unit members not working the off-duty detail as a supervisor and seventy dollars (\$70) net for unit members working the off-duty detail in the capacity of a supervisor. In the event that the detail involves the serving or consuming of alcoholic beverages, a five-dollar (\$5) premium shall be added to the above wage rates.

The named holidays are: 1) New Year's Day; 2) Martin Luther King, Jr. Day 3) Memorial Day; 4) Easter; 5) Independence Day; 6) Labor Day; 7) Veteran's Day 8) Thanksgiving Day; 9) Day After Thanksgiving 10) Christmas Eve; 11) Christmas Day; and 12) New Year's Eve.

12.1:3 Outside vendors shall pay the City who will in turn pay the unit member(s) in the next pay period in which the City received the vendor's payment but not more than two (2) pay periods after the unit member has worked the off-duty detail.

12.1:4 With the approval of police management, unit members will be allowed to work law enforcement-related off-duty details outside of the City's jurisdiction and shall be paid the same rate as other law enforcement personnel working the same detail.

12.2 The City may offer special events, which are City sponsored events and paid by the City. The Police Department, from time-to-time, may post special details that may be filled by off-duty unit members. Unit members will be paid at the rate of one and one-half (1 ½) times the employee's current hourly rate of pay, with a three (3) hour minimum for special events. This does not apply to officers working their regular scheduled shift, regardless of duty assignment.

12.2:1 For the purpose of this section, pre-approved PTO shall count as actual hours worked for the purpose of calculating overtime compensation under the Fair Labor Standards Act, as is indicated in Article 7.

12.3 All open events/details, both City sponsored events and those off-duty details paid by a vendor, shall be posted utilizing the scheduling software or a similar technical process. Each posting shall be dated as to when the event/detail has been posted. At the initial posting, these events/details will be limited to two (2) events/details per unit member, with additional opportunities given to sign up for more events/details after others have an opportunity to sign up. The normal waiting period will be twenty-four (24) hours after the event/detail information has been posted.

12.4 Overtime events and details should be limited to Officers, Detectives, Corporals, and Sergeants covered under this bargaining agreement, unless administrative employees are required or the shifts cannot be filled.

12.5 Off Duty wages shall have a cap of one hundred (100) hours of pensionable earnings.

ARTICLE 13

EDUCATIONAL LEAVE

13.1 If an employee is directed by the City to enroll in a course, the City shall pay the actual time spent, in attending the course, at the employee's base rate. The Chief of Police shall direct an employee in writing and the employee so directed shall attend without having to exchange time or use any PTO or compensatory time.

13.2 If the City does not require attendance at a course, the time in attending the course shall not be paid by the City. An employee seeking an unpaid leave of absence for this purpose shall make written application to the Chief of Police. Approval of such application must be made by the City Manager. An employee may request to use comp time or PTO to attend courses not required by the City.

13.3 If an employee chooses for his own reasons to enroll in a job-related academic course sponsored by an accredited law enforcement training academy or other institution, and approval for the reimbursement of the cost of tuition, books and fees in accordance with the City's Educational Funding Policy has been obtained, the employee may request, through the Chief of Police, time off to attend the course. With the Chief's approval, the employee may attend such course while on duty without loss of pay. Such employee may report back to duty at the conclusion of the class and report to work for the balance of the shift, or take PTO (if available) through the end of that shift. Time paid under this Section 13.3 shall not count as hours worked for the purpose of potential overtime compensation.

13.4 When an employee attends a scheduled class that is mandated by the City on a day when he is not scheduled to work, he shall be paid at his base rate for the actual time spent in class.

13.5 Actual time spent in class and paid under Article 13.4 will count as hours worked for the purpose of potential overtime compensation.

ARTICLE 14
EDUCATIONAL SUPPLEMENTAL COMPENSATION

14.1 The current City practice under state law to pay an additional sum to an employee upon completion of certain required educational courses related to his primary job shall be continued. Should that state program be altered or amended, the benefit shall be accordingly changed.

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ARTICLE 15

INSURANCE

15.1 The City will make available health insurance, life insurance, and accidental death and dismemberment insurance benefits on a group basis to unit employees to the same extent and in the same manner that such benefits are provided to other City employees, including general employees and executive staff. The City shall have the same rights with respect to unit employees to make, or to agree with the provider or providers to, changes in such benefits and/or the costs thereof to the City and/or to employees as with all other City employees. Such changes shall include any and all changes necessary at the sole discretion of the City to comply with applicable laws and regulations and changes therein. Provided all City employees, including unit employees, have available the same benefits, as above described, the City shall have no obligation to bargain over any such changes or their effects during the term of this Agreement.

15.2 The City will notify unit employees and the PBA Chief Negotiator, within 30 days, of any potential changes to the City's health insurance benefits that would increase the employee's payroll deductions.

ARTICLE 16

PAID TIME OFF

16.1 The City furnishes paid time off (PTO) to all full-time unit employees. PTO is to be used for vacation, medical absence leave and other paid leave for the purposes set forth below. PTO shall not count as hours worked for the purpose of calculating or paying overtime compensation, unless it meets the criteria established in Article 7.

Eligibility/Administration

16.2 In any situation in which a medical absence will exceed three (3) days due to illness of the employee or other person, the City may require written certification from a treating physician so that a determination may be made as to eligibility for PTO.

16.3 Employees who are absent for reasons covered under the Florida Workers' Compensation Law are permitted to use available PTO for any days for which they do not receive wage loss benefits under Workers' Compensation Law. If an employee uses PTO for all or any part of the first seven (7) calendar days of an absence covered by Workers' Compensation for which he collects wage loss benefits, such employee shall reimburse the City for the PTO paid and his PTO account will be credited accordingly.

16.4 In addition to an employee's own earned PTO time, all unit employees who have completed six (6) months of employment are eligible for participation in the PTO Exchange Program.

16.5 Newly hired employees accrue PTO time, but are not permitted to take PTO leave during their first 90 days of service.

16.6 PTO time is not earned during an unpaid leave of absence, but is earned during PTO leave or other paid absences.

16.7 PTO time will not accrue once an employee has reached the maximum accrual permitted in Section 16.19.

16.8 During PTO for illness an employee must maintain daily contact with his immediate supervisor (or make suitable arrangements) in order for the supervisor to know the employee's estimated date of return to work. Usage of PTO for illness is contingent upon maintenance of regular contact. If the PTO for illness qualifies as leave under FMLA, the employee must maintain regular contact with Human Resources.

16.9 Depending on the length and circumstances of an employee's illness or disability, the City may require a physician's written release before the employee may return to work.

16.10 A supervisor may send an employee home due to illness in order to maintain a healthy workplace. The time off will be charged to the employee's accrued PTO. If the employee does not have a sufficient balance in his PTO account, or other leave accruals, this time shall be charged as leave without pay.

16.11 All accruals formerly known as sick leave banks or long-term banks have been frozen and must be used in the event of need for medical absence leave as defined in this article, until exhausted, before any other available benefit is used for that purpose.

Scheduling

16.12 PTO leave shall be scheduled and taken as approved by the employee's immediate supervisor and scheduling administrator. PTO time shall be requested through a scheduling software in advance, and may be denied if not timely made, if granting PTO would leave the Department understaffed, or if scheduled work cannot be performed in absence of the employee.

16.13 Preference in selection of dates may be granted by the supervisor either on a first request basis or on length of service.

16.14 If a City-paid holiday falls during an employee's PTO, the holiday will not be counted as PTO taken.

16.15 No pay advance will be permitted prior to an employee taking PTO.

16.16 PTO pay shall be based on the employee's base hourly rate of pay applicable at the time the PTO is taken.

16.17 The Chief of Police has final authority to approve or disapprove PTO leave. The City acknowledges a distinction in this regard between requests for PTO vacation or other personal use and for PTO for illness or injury.

Accrual

16.18 PTO entitlement shall accrue for each full-time employee from the employee's date of hire at the following rates:

Years of Service	PTO hours based on 2210 annual hours	Hours per pay period
0-5	195.5	7.519
6	204	7.846
7	212.5	8.173
8	221	8.500
9	229.5	8.827
10	238	9.154
11	242.25	9.317
12	246.5	9.481
13	250.75	9.644
14	255	9.808
15	259.25	9.971

Years of Service	PTO hours based on 2210 annual hours	Hours per pay period
16	263.5	10.135
17	267.75	10.298
18	272	10.462
19	276.25	10.625
20+	280.5	10.788

Maximum Accrual Permitted

16.19 Unused PTO may be accrued to a maximum of 595 hours.

PTO Sell-Back

16.20 Those employees who desire to sell PTO leave hours back to the City rather than use them are allowed to do so under the following guidelines:

- a. The employee must complete a written request in a form acceptable to Human Resources.
- b. A maximum of one hundred and seventy (170) hours may be sold back to the City in any one fiscal year, paid at the unit member's base hourly rate of pay.
- c. A minimum of eight (8) hours must be sold on each occasion.
- d. An employee may only sell to the City the same number of hours (or less) of PTO time that the employee has used as paid time off away from work during the twelve (12) month period preceding the request for PTO sell-back.
- e. Employees may exercise this option a maximum of two (2) times a fiscal year.
- f. Payment will be made in a supplemental check in the next regular pay period or in a contribution to the employee's deferred compensation account, at the option of the employee, subject to any applicable plan limitations.

PTO Donation and Exchange Policy

16.21 The City has established a plan whereby employees are able to donate some of their PTO leave to another employee who has none.

All unit employees are eligible to participate after successfully completing six months of employment. The purpose of the PTO leave exchange policy is to provide time off with pay for employees during periods of personal prolonged illness, accident, or injury not otherwise compensated by the City. The following are the guidelines for the use of this policy:

a. Donated PTO hours are to be used for illness, accident, injury or maternity only for employees or as necessary to provide care for immediate family (i.e., spouse, children or other dependents living in the same household). This usage must be approved, in advance, by the City Manager.

b. Donations shall come from the Long-Term Bank (formerly Sick Leave) until all available time has been exhausted. Additional donations shall then be drawn from the accumulated PTO.

c. An employee shall be eligible to request the assistance of donated PTO leave when:

- (1) All accrued time has been exhausted; and
- (2) Employee has been absent for at least fourteen (14) calendar days in either paid or unpaid leave status, relating to the same condition.

d. Employees who have been instructed by a physician to return to work on a limited basis (such as every other day or less than their regularly scheduled shift) shall be eligible for PTO donation provided they otherwise qualify pursuant to paragraph c above.

e. Each request for assistance from the PTO exchange program must be verifiable. (Example: Notification to the Human Resources Department by the Department Head and the ability to receive confirmation from the doctor treating the illness or injury.)

f. Upon approval, by virtue of the conditions being met, the Human Resources Department will notify all departments of an employee's need for PTO or LTB donations.

g. Any employee wishing to donate PTO leave will need to complete the necessary form in the Human Resources Department allowing a transfer of PTO leave from their account to the needy party's account.

h. All donations must be in even amounts. (Example: 4, 7 or 9 hours; fractional donations are not acceptable.)

i. The minimum donation allowed shall be four (4) hours.

j. The hours donated will not be taken from the donor's account until they are actually used.

Leaving In “Good Standing”

16.22 To leave in “good standing” for purposes of Section 16.23 of this Article, an employee who resigns must provide the City with a minimum of two weeks’ written notice; return all City equipment and keys in good condition ordinary wear and tear excepted; and provide the City with a forwarding address. Human Resources will invite the employee to participate in an Exit Interview. An employee who is discharged for any reason related to discipline or work performance does not leave in good standing.

Benefits on Termination

16.23 a. Long-Term Bank (formerly known as Sick Leave). Any employee who leaves in good standing shall be entitled to payment of one-half of their accumulated and unused Long-Term Bank up to a maximum of 200 hours. Any employee who separates because of death or retirement shall be entitled to payment of one-half of their accumulated and unused Long-Term Bank up to a maximum of 400 hours.

b. Paid Time Off (PTO). Any employee who leaves in good standing or because of death or retirement shall be entitled to payment of their accumulated and unused PTO not to exceed 446 hours.

ARTICLE 17

HOLIDAYS

17.1 The following days are recognized as City holidays:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King Jr. Day	Third Monday in January
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Friday after Thanksgiving Day
Christmas Eve	December 24
Christmas Day	December 25
One Personal Floating Holiday	To be selected by employee

The Floating Holiday is intended to be used to observe days of personal significance such as religious holidays, birthdays, weddings or other special occasions. The Floating Holiday is only available to employees in the calendar year (January 1 through December 31) following their date of hire. Employees must schedule this day each year with their supervisor as far in advance as possible. Failure to take a floating holiday within a calendar year will result in loss of that day.

17.2 For positions which are part of a 24/7 operation (such as road patrol) the holiday will be observed on the actual holiday. Positions which normally work Monday-Friday (such as CID, code enforcement, motors, etc.) will be observed on the City observed holiday.

17.3 All unit employees are eligible for holiday pay. Holiday pay shall be the equivalent of one regularly scheduled shift at the eligible employee's straight time base hourly rate.

17.4 To be eligible for holiday pay, an employee must work the last regularly scheduled shift preceding the holiday and the first regularly scheduled shift following the holiday, unless the absence is approved in advance by his supervisor. An employee who separates from the City or commences an unpaid leave of absence on the last scheduled shift preceding or on the first shift following a holiday will not receive holiday pay.

17.5 If a holiday falls during an employee's scheduled and approved PTO, the holiday will be observed, the employee will receive holiday pay, and the holiday will not count as PTO.

17.6 The Department may require any employee to work on a holiday. Any employee required to work on a holiday will be paid at one and one-half times his regular hourly rate for the hours worked, and will receive the equivalent of one (1) regularly scheduled shift of pay at his base hourly rate for the holiday. If an employee otherwise eligible is required or scheduled for work on a holiday, but fails to report or perform the assigned work, he shall forfeit holiday pay.

for the unworked holiday, unless such failure is because of illness or death in the immediate family or because of other similar good cause as evidenced by written certification of a physician or other proof as requested by the City.

17.7 Holiday pay shall be considered hours worked for the purpose of calculating overtime compensation.

17.8 In the event the City determines to observe a day other than the above-listed days as a City-wide holiday, that day will be treated under this Article as a holiday but only so long as the City observes it as a City-wide holiday.

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ARTICLE 18
OUTSIDE EMPLOYMENT

18.1 The City permits unit employees to accept employment with other employers, or to engage in other paying work, provided that at all times City employment shall be the primary compensated work activity of unit employees. All unit employees will be required to report for duty when called, regardless of other work or employment. At no time may any unit employee use his position with the City or his uniform for any personal advantage. At no time can other employment or any other work activity of a unit employee interfere with the performance of work for the City or create any conflict of interest affecting the City or the employment with the City of such unit employee. No off-duty work will take place while the employee is receiving PTO for any medical leave-related purpose related to illness of or injury to any person or wage loss benefits attributable to City employment. Exceptions may be made to this if an employee's medical restrictions cannot be accommodated by the City. Such exceptions must be approved by the Chief of Police with the concurrence of the Human Resources Department. It is understood that no employee will be covered by worker's compensation benefits attributable to City employment as a result of any accident or injury incurred during off-duty employment. No employee shall utilize other on-duty City employees, City paid time, or City equipment, facilities or vehicles in connection with any off-duty employment.

18.2 Unit employees who intend to accept any form of non-City employment or independent contractor relationship shall complete and deliver to the Chief of Police the form attached as Appendix "A-3".

ARTICLE 19

LEGAL PROCEEDINGS

19.1 Employees who are required to serve during scheduled duty as witnesses for the City, or responding to legal processes resulting from performance of duties in any judicial or administrative proceeding, or who are required to serve during scheduled duty as witnesses for any party under a valid and lawfully served subpoena in connection with any non-personal matter which arose from the course or scope of their employment, shall be given time off with pay to serve, and shall return to duty immediately upon completion of such service, so long as at least one (1) hour of their work hours or shift is still in effect.

19.2 Employees who are required to serve in any capacity as noted in 19.1 during times other than their scheduled duty time shall be paid a minimum of three (3) hours at their base hourly rate or for the actual hours of time, whichever greater, spent by them at the courthouse or other required place of attendance. All such paid time must be documented by the employee.

19.3 All witness fees payable to an employee for or in connection with such service must be endorsed and tendered to the City by the affected employee as a condition to being paid by the City for the time taken off for witness service under the foregoing language of this article.

19.4 Actual time spent by an employee serving in the above noted legal proceedings, regardless of whether the employee is on scheduled duty during such time; and actual time spent serving as a witness under a valid and lawfully served subpoena for any party in connection with any non-personal matter which arose from the course or scope of the employment of such employee, shall be counted as hours worked for purposes of computing statutory overtime under the overtime regulations promulgated under the Fair Labor Standards Act.

ARTICLE 20
SAFETY AND HEALTH

20.1 The City and the Association agree to cooperate in making continuing efforts to eliminate accidents and health hazards and in the enforcement of City rules and regulations relating to safety.

20.2 The parties agree that the Association may appoint one individual to sit as a member of any safety committee of the City now existing or which may hereafter exist during the term of this Agreement. The individual appointed by the Association shall have the same decision making and voting rights as any other committee member. Such individual may participate in committee meetings while on duty without loss of pay if such meetings are scheduled while he is on duty. Time required to attend the Safety Committee while off-duty shall be considered as hours worked and compensated accordingly.

20.3 The Chief of Police shall give good faith consideration to implementation of any recommendation made by any such committee during the term of this Agreement, which relates to any functions or duties of unit personnel.

20.4 The City shall furnish each unit employee who so requests, fifty rounds of sidearm ammunition, twice per calendar year (100 total), so that the unit employee may practice with his sidearm. The ammunition shall be supplied by the quartermaster or approved supervisor. The rounds must be expended at an approved firing range and that training must be documented for the unit employee's training record.

ARTICLE 21

EMPLOYEE RIGHTS

21.1 The Parties agree not to interfere with the right of any eligible employee to become a member of the Association, withdraw from membership from the Association, or refrain from becoming a member of the Association.

21.2 Each employee covered by this Agreement shall have the right to inspect his official personnel file, provided, however, that such inspection shall take place during working hours at the location where the official personnel file is kept. The City adheres to Florida Statute 119 and ensures that exempt or confidential information is not disclosed when a request is made to view an employee's official personnel file, except as otherwise permitted by law. A reasonable effort will be made to inform employees when a request is made to view their personnel file by anyone not employed by the City.

21.3 Employees covered by this Agreement shall have the right to file a written response to any letter of reprimand or other derogatory document which is placed in the employee's official personnel file as a result of supervisory action or citizen complaint. At the employee's request, any such written response shall be included in the employee's official personnel file together with the specific derogatory document against which it is directed.

21.4 The City agrees to allow each employee who is a registered voter and is scheduled to work on the day and during the hours of a general election reasonable time off with pay to vote. Voting time will be scheduled in the discretion of Department management so as to not interfere with work.

ARTICLE 22
MANAGEMENT RIGHTS

22.1 It is the right of the City of Leesburg to determine unilaterally the purpose of the City of Leesburg Police Department, to set standards of services to be offered to the public, to exercise control and discretion over the operations of the City of Leesburg Police Department and to direct its employees in that Department.

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ARTICLE 23
GRIEVANCE AND ARBITRATION PROCEDURE

23.1 Members of the bargaining unit will follow all written and verbal orders given by superiors even if such orders are alleged to be in conflict with this Agreement. Compliance with such orders will not prejudice the right to file a grievance within the time limits contained herein, nor shall compliance affect the ultimate resolution of the grievance. An employee covered by this Agreement shall have the right to be represented, or refrain from exercising the right to be represented in the grievance procedure. Nothing in this section shall be construed to prevent any employee from presenting his own grievances, and having such grievances adjusted without the intervention of the Association, provided the adjustment is consistent with the terms of this Agreement.

23.2 The Association may at its own discretion choose not to represent an employee pursuing a grievance who is not a dues paying member of the Association or whose grievance in the opinion of the Association is without merit. The Association shall not have liability to an affected unit employee on any claim of such employee which may arise out of any adjustment or lack thereof relating to any grievance or arbitration which was processed without representation by a duly recognized Association representative.

23.3 A grievance may be submitted by the Association as the exclusive representative of unit employees covered by this Agreement as a "Class Grievance", which is defined as a grievance which is general in nature and affects more than one employee regarding the same subject. An Association Staff Representative shall sign the Class Grievance on behalf of the affected unit employees. If a Class Grievance is alleged to affect less than the entire unit, each affected individual must be named in the initial filing. A Class Grievance shall be submitted at Step 2 (Chief of Police) within seven (7) business days of the Association's knowledge of the occurrence of the action giving rise to the grievance.

23.4 A "grievance" is a claimed violation of this Agreement. No grievance will or need be entertained or processed unless prepared in writing in the manner described herein, and unless filed in the manner provided herein within the time limit prescribed herein. A grievance may be filed by either a bargaining unit employee ("employee" as used herein being understood to include the plural for purposes of this Article) or by the Association. Grievances are limited to claims which are dependent for resolution exclusively upon interpretation or application of one or more express provisions of this Agreement. The City need not entertain or process under this article and may refuse to entertain or process any dispute, claim or complaint or other matter not meeting this definition.

23.5 Grievances will be processed in the following manner and strictly in accordance with the following stated time limits.

Step 1: An aggrieved employee or the Association shall present in writing the grievance to the aggrieved employee's commander within his chain of command within seven (7) business days of the aggrieved employee's or Association's knowledge of the occurrence of the action giving rise to the grievance. The commander shall reach a decision and communicate it in writing to the grievant within seven (7) business days from the date the grievance was presented to him. The failure of the aggrieved employee or the Association to make the grievance known in writing to the commander within seven (7) business days of such knowledge of the occurrence of the action giving rise to the grievance shall constitute a final and conclusive bar on the merits of the grievance. The phrase "action giving rise to the grievance" shall include a final decision made by a representative of the City which results at a later time in the action which is the subject of the grievance.

Step 2: If the grievance is not fully resolved at the first step, the aggrieved employee or Association may forward the written grievance to the Chief of Police within seven (7) business days of receipt of the answer provided in Step 1. If there is a meeting involved in this step, an Association representative may attend. The City shall notify the aggrieved employee and the Association of the Chief's decision within seven (7) business days following the meeting.

Step 3: If the grievance is not resolved with finality in Step 2, the aggrieved employee or Association may forward the written grievance to the City Manager within seven (7) business days of receipt of the answer provided in Step 2. The City Manager and the aggrieved employee and/or Association will meet at mutual convenience but no later than seven (7) business days from the date the grievance was presented at Step 3. The decision of the City Manager shall be determinative of the grievance, subject to the provisions in Article 23.6 on arbitration. Such decision shall be furnished to the Association in writing within seven (7) business days following the meeting.

23.6 ARBITRATION

a. If the grievance is not resolved by the foregoing grievance procedure, the Association, within fourteen (14) calendar days after its receipt of the decision of the City Manager in Step 3, may give to the City, by hand delivery or by registered or certified mail, a written notice of its desire to submit the matter to arbitration; said written notice to include a written statement of the position of the Association with respect to the arbitral issues.

b. The parties agree to an Expedited Arbitration Procedure in every case, unless one or both of the parties object to the Expedited Arbitration Procedure, in writing. Arbitrators will abide by the rules set forth in the Federal Mediation and Conciliation Service (FMCS) Expedited Arbitration procedure. Where one or both parties have objected to the Expedited Arbitration, the process will be through the regular arbitration procedure. In the event that a transcript of a hearing is requested, before an arbitrator is prepared, the party ordering the transcript shall pay the cost thereof. In the event more than one party desires a copy of the

transcript, the cost of said transcript will be prorated and paid in proportion to the number of parties requesting the transcript.

c. Within fourteen (14) calendar days from receipt of such notice, the parties shall select an arbitrator. In the event the parties fail to agree on an arbitrator, the Association shall, within fourteen (14) calendar days, request a list of seven (7) qualified arbitrators from the FMCS. The City shall be copied on the request. The Association and then the City will alternately eliminate one at a time from said list of names or persons not acceptable until only one remains and this person will be the arbitrator. A coin toss will determine which party has the right to first strike arbitrators.

d. As promptly as possible after the arbitrator has been selected, he shall conduct a hearing between the parties and consider the grievance. The decision of the arbitrator will be served upon the employee or employees aggrieved and upon the City and the Association in writing. It shall be the obligation of the arbitrator to rule within twenty-one (21) calendar days after the hearing.

e. The expense of the arbitration, including the fee and expenses of the arbitrator, shall be paid by the losing party. Each party shall be exclusively responsible for compensating its own representatives and witnesses. In the event the witnesses are City employees, and their testimony is relevant, they shall be relieved from their normal duties for the purpose of their testimony with no loss of pay. At the conclusion of their normal scheduled duty hours, the City will not be liable for payment of overtime.

f. The submission to the arbitrator shall be based exclusively on the written grievance as submitted in Step 1 (or Step 2 in the case of a Class Grievance) of the grievance procedure, and shall include a copy of this Agreement.

g. The power and authority of the arbitrator shall be strictly limited to determination and interpretation of the express terms of this Agreement. He shall not have the authority to add to or subtract from or modify any of said terms, or to limit or impair any right that is reserved by this Agreement, by statute or otherwise to the City or the Association or the employees, or to establish or change any wages or rate of pay in this Agreement. The arbitrator shall have the exclusive authority to rule on issue(s) of arbitrability.

h. No decision of any arbitrator or of the City in one case shall create a basis for retroactive adjustment in any other case.

i. In settlement or resolution by arbitration of any grievance resulting in retroactive adjustment, including back wages, such adjustment shall be limited to a maximum of fourteen (14) calendar days prior to the date of the filing of the grievance at Step 1 (or Step 2 in the case of a Class Grievance).

j. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned from the City, less any unemployment compensation or

compensation from any other sources that he received during the period for which the back pay was awarded.

k. The decision of the arbitrator is final and binding on both parties, and the grievance shall be considered permanently resolved, subject to any judicial relief available to either party under Florida law. Upon receipt of the arbitrator's decision, corrective action, if any, will be implemented as soon as possible, but in any event no later than fourteen (14) working days after receipt of the decision, unless a party intends to challenge the decision.

l. It is agreed, with respect to this grievance and arbitration procedure, that:

(1) It is the intent of the parties that grievances must be raised at the earliest possible time. Any grievance, in order to be entertained and processed, must be submitted in writing at Step 1 (or in the case of Class Grievance Step 2) within seven (7) business days after initial knowledge of the action allegedly giving rise to the grievance, which means, as indicated in Step 1 above, within seven (7) business days after knowledge of a final decision which results in the action which is the subject of the grievance.

(2) A matter otherwise constituting a grievance not presented at the appropriate step within the time limit prescribed and in compliance with paragraph 1 above shall be conclusively barred on the merits following expiration of the prescribed time limit. Such a time-barred grievance need not be entertained or processed, and only factual disputes as to timing will be the subject of any arbitration resulting from the matter. A grievance which is for any reason not advanced to Step 2 or to arbitration within the time limits prescribed herein for such advancement shall be similarly permanently withdrawn and barred. Failure on the part of the City to respond within the time limit set forth at any step shall require the aggrieved employee or Association to proceed to the next step or to arbitration, and failure on the part of the aggrieved employee or Association to so proceed within the time limit after expiration of the time limit for the City's response shall cause the matter to be barred as set forth in this paragraph.

(3) A time limit at any stage of the grievance procedure may be extended by written mutual Agreement of the Association and the City.

(4) All grievances shall be dated and signed by the aggrieved employee or Association representative. Any decision rendered shall be in writing and shall be dated and signed by the City's representative at that step.

(5) In any grievance there shall be set forth in space provided on the grievance form or on attachments, if necessary, all of the following:

- (i) a complete statement of the grievance and facts upon which it is based;
- (ii) the section or sections of this Agreement claimed to have been violated; and
- (iii) the remedy or correction requested.

(6) Unless mutually agreed, all grievance hearings will be during working hours.

(7) Any grievances filed on behalf of or for the benefit of any employee or employees must specifically name all such employees, or class/unit of employees such as all unit members assigned to Patrol, and may not be amended after progression to Step 2 to add names. No monetary or other relief shall be granted or awarded to any employee not so named. The only exception to this is that if the Association claims that a grievance affects the entire unit (Class Grievance), it may describe the unit generally.

(8) In all cases requiring the aggrieved employee or the Association to timely present or advance a grievance to a designated City official, hand delivery during normal business hours, Monday through Friday, except holidays hereunder, to the office of that official shall be sufficient for compliance with prescribed time limits if the designated official is not personally available for service.

ARTICLE 24
DRUG TESTING

24.1 The Association agrees to the current City of Leesburg Drug Free Workplace Policy (the "Policy") approved by the City Commission on May 28, 1991, and in effect from November 20, 1991. Should the City desire to modify, change or amend the existing drug testing policy affecting unit employees, the parties agree to meet and bargain the impact of such modifications, changes or amendments to the policy prior to implementation.

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ARTICLE 25

WORK RULES

25.1 Employees shall be required to observe and comply with the written regulations governing their employment as set forth in the City of Leesburg Personnel Policies manual, the City of Leesburg Police Department Rules, and Regulations, Operating Procedures and General Orders manual, current Department procedures and such special and general orders and written communications as issued from time to time, commonly referred to as Standard Operating Procedures and the Chief's Directives as they may be amended from time to time, not in conflict with this Agreement.

25.2 Employees shall be required to observe and comply with such additional or supplemental rules and regulations promulgated and published by the Chief of the Police Department, provided that such rules and regulations shall not be contrary to any of the provisions of this Agreement. No disciplinary action will be taken for violation of a posted rule or regulation until at least five (5) business days after posting. The posting of additional or supplemental rules will be on Power DMS, not in conflict with this agreement.

25.3 All unit members shall be furnished with all written rules, policies or regulations specifically pertaining to the Police Department, at least seven (7) calendar days in advance of being held accountable for said changes.

ARTICLE 26
REPRODUCTION OF AGREEMENT

26.1 The City will publish an electronic copy of this Agreement and the City of Leesburg Personnel Policies and Procedures and Police Department Rules and Regulations, as issued and/or amended, to Power DMS for unit members and the Association's Chief Negotiator. The City shall give Power DMS access to the PBA Chief Negotiator, so that he may review the policies and make appropriate comments to the City.

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ARTICLE 27
NOTICE

27.1 Any notice to be given under this Agreement shall be given by email and/or certified mail. A written reply, from the receiver, acknowledging receipt is required to verify delivery of any notice. If notice is given by the Association to the City, it shall be addressed to the Director of Human Resources, City Hall, Post Office Box 490630, Leesburg, Florida 34749-0630; and any such notice if given by the City to the Association shall be addressed to the Association's Chief Negotiator of the Florida Police Benevolent Association, Inc., 300 East Brevard Street, Tallahassee, Florida 32301, or to the Chief Negotiator's mailing address (including email address) on file with the City.

ARTICLE 28
SAVINGS

28.1 If any article of this Agreement or any portion of any article is ruled to be illegal or otherwise invalid, either as to language or application, by any Court or other tribunal having jurisdiction of the parties and this Agreement, such ruling shall not invalidate the remaining articles and portions of articles of this Agreement.

DRAFT

ARTICLE 29
NO STRIKE

29.1 Neither the Association nor any of its employees or agents nor members covered by this Agreement, nor any other employees covered by the Agreement, will authorize, instigate, condone, promote, support, or engage in any strike, work slow-down, work stoppage, or other prohibited activities as defined in Section 447.203(6), Florida Statutes.

29.2 Any or all employees covered by this Agreement who violate any provision of law prohibiting strikes or of this Article will be subject to disciplinary action up to and including termination, and any such action by the Employer shall not be subject to the grievance procedure established herein.

29.3 Nothing in this Article shall interfere with or affect the application of Section 447.507, Florida Statutes.

ARTICLE 30
FUNERAL LEAVE

30.1 When a death occurs in a unit employee's immediate family, defined as the employee's spouse, mother, father, legal guardian, mother-in-law, father-in-law, step parents, son, daughter, son-in-law, daughter-in-law, step children, brother, sister, grandparent (including great grandparents as long as documentation showing relationship is provided), grandchildren or dependents living in the same household, the employee may, upon request, be excused and paid for up to three (3) work days to attend a funeral. Employees may, when necessary, use PTO or LTB, if available, to extend funeral leave for a funeral out of state. Payment shall be at the regular base rate.

30.2 An employee will not receive funeral pay when it duplicates pay received for time not worked for any other reason.

30.3 Paid funeral leave shall not be considered hours worked for the purpose of calculating overtime.

ARTICLE 31
CITY OF LEESBURG MUNICIPAL POLICE OFFICERS' PENSION TRUST FUND

31.1 The parties agree that the City will continue participation in the City of Leesburg Municipal Police Officers' Pension Trust Fund (the "Plan"), which was adopted in Chapter 17, Article IV of the City's Code of Ordinances.

31.2 The multiplier used to calculate the police pension shall be as follows:

Three and a quarter percent (3.25%) for all years of service for all members who retire on or after October 1, 2025. This retroactive change shall apply to all current, sworn members including all DROP participants.

31.3 The parties agree that the DROP shall be extended from sixty (60) months to a maximum of ninety-six (96) months, based upon the election of the bargaining unit member. The member may elect to complete less than ninety-six (96) months if they so desire.

31.4 The foregoing changes will apply only to eligible sworn personnel who are employed by the City as such upon full implementation of the changes, and not to any person not employed at such time or who enters the DROP plan prior to such implementation.

31.5 All Premium Insurance Revenues derived from Chapter 185, received by the City, during the term of this Agreement shall be used exclusively by the City to fund the benefits first, and second, the incurred unfunded liability of the City of Leesburg Municipal Police Officers' Pension Trust Fund.

31.6 Unit employees who retire under the provisions of normal retirement shall, upon the last day of employment, be awarded their service sidearm and retirement credentials.

31.7 For each fiscal year, the Pension Board shall set aside three thousand five hundred dollars (\$3,500) for the PBA to use at their sole discretion to conduct pension surveys. The Chairman of the Police Pension Board must review the survey request prior to it being submitted to the Pension's Actuary, to ensure the request will not exceed the allotted amount, and the administrative process is being followed. The Union and the City can agree to a study in the excess of \$3,500 provided the Union shall cover any amount above the allotted amount in this section. Any pension study request shall be made by the Chief Labor Negotiator for the Union to Pension Board Chairman as designated by the Board.

31.8 Effective October 1st, 2026, normal retirement shall be defined as twenty-five (25) years of service and age fifty (50) years old.

ARTICLE 32

GENERAL PROVISIONS

32.1 The City agrees to continue to provide unit employees with life insurance in the amount of fifty-thousand dollars (\$50,000) with one-hundred percent (100%) of the premium paid by the City upon completion of 90 days full-time employment with the City.

32.2 The City agrees to continue to provide unit employees with accidental death and dismemberment insurance per State statute with one-hundred percent (100%) of the premium paid by the City upon completion of 90 days full time employment with the City.

32.3 The City agrees to pay fifty percent (50%) of the monthly fee for the employee and spouse to participate in a wellness program provided through one of the City-approved health and fitness clubs. There will be no attendance requirements, and membership can only be cancelled during open enrollment.

32.4 Unit employees may be reimbursed for the loss or damage to personal property, provided such loss occurs during performance of a job duty and is caused by an act or event not the fault of the employee, such as, for example, an altercation begun by an arrestee. All such reimbursements are subject to the following restrictions:

a. The maximum reimbursement for items of personal necessity (including, but not limited to, non-prescription eyewear watches and hearing aids) shall be one-hundred-fifty (\$150) dollars, except that prescription eyewear shall be reimbursed up to a maximum of three hundred (\$300) dollars.

b. The maximum reimbursement for all other personal property shall be one hundred (\$100) dollars.

c. Requests for reimbursement for the loss of or damage to personal property must be made within the shift in which the loss or damage occurs, unless mitigating circumstances such as an injury prevent the employee from doing so. In these situations, the employee has five (5) work days to make the request for reimbursement.

d. To aid in establishing the amount to be reimbursed, the employee will be required to provide to the City the receipt for the replacement article.

e. Reimbursement for lost or damaged personal property must be approved by the Chief of Police or his designee. The Chief of Police may approve reimbursement beyond the limits established by this section if he feels that such action is warranted by extraordinary circumstances.

32.5 TAKE-HOME VEHICLE PROGRAM — The City agrees to continue the Police Department Take-Home Vehicle Program under the provisions of General Order 19-2, Section 4.4, A through H. Any changes to the program will require the City to notify and meet with the Association and negotiate the impact of such proposed changes.

32.6 Footwear. The City will provide \$150, per fiscal year (October 1 – September 30), for approved footwear. The footwear stipend will be paid on the pay period immediately following October 1.

32.7 Computer Purchases. Eligible unit employees will have the benefit of the City's Employee Computer Purchase Plan (Personnel Policy #705) to the same extent as other eligible General Fund City employees.

ARTICLE 33
MILITARY LEAVE

- 33.1 All unit employees will have the benefits outlined in the City's Military Leave Policy (Personnel Policy #390).

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ARTICLE 34 COMPENSATION

34.1 Effective October 1, ~~2023~~ 2026, the below wage ranges are adopted.

For Fiscal Year ~~2026-2027~~ 2023-2024, all bargaining unit members shall receive a ~~sixteen percent (16%)~~ eight percent (8%) General Wage Increase (GWI) in base pay or a pay increase to the new minimum pay. Unit members with six months or greater sworn law enforcement service with the Leesburg Police Department shall make a minimum of ~~\$70,900~~ 60,300.

For Fiscal Year 2027-2028, all bargaining unit members shall receive a five percent (5%) General Wage Increase (GWI) in base pay or a pay increase to the new minimum pay. Unit members with six months or greater sworn law enforcement service with the Leesburg Police Department shall make a minimum of \$74,450.

The annual maximum of each salary range shall be advanced as outlined in the below tables:

In the event the City hires a law enforcement officer with previous experience from an agency of similar size or larger, the Chief may grant an additional base pay of up to fifteen percent (15%).

Fiscal Year ~~2023-2024~~ 2026 – 2027

Position	Hourly Min	Hourly Max	Annual Min	Annual Max
Police Officer/Detective 300	\$29.42	\$41.27	\$65,018.20	\$91,197.42
Senior Police Officer/Detective 302	\$31.88	\$45.13	\$70,465.41	\$99,747.91
Police Corporal/Detective Corporal 304	\$33.47	\$50.15	\$73,979.31	\$110,828.41
Police Sergeant/Detective Sergeant 306	\$37.60	\$56.81	\$83,092.02	\$125,539.93

Position	Hourly Min	Hourly Max	Annual Min	Annual Max
Police Officer/Detective 300	<u>\$31.77</u>	<u>\$40.42</u>	<u>\$70,211.70</u>	<u>\$89,328.20</u>
Senior Police Officer/Detective 302	<u>\$34.44</u>	<u>\$48.75</u>	<u>\$76,112.40</u>	<u>\$107,737.50</u>
Police Corporal/Detective Corporal 304	<u>\$36.16</u>	<u>\$54.16</u>	<u>\$79,913.60</u>	<u>\$119,693.60</u>
Police Sergeant/Detective Sergeant 306	<u>\$40.61</u>	<u>\$61.35</u>	<u>\$89,748.10</u>	<u>\$135,583.50</u>

Fiscal Year 2027 – 2028

<u>Position</u>	<u>Hourly Min</u>	<u>Hourly Max</u>	<u>Annual Min</u>	<u>Annual Max</u>
<u>Police Officer/Detective 300</u>	<u>\$33.36</u>	<u>\$42.44</u>	<u>\$73,725.60</u>	<u>\$93,792.40</u>
<u>Senior Police Officer/Detective 302</u>	<u>\$36.16</u>	<u>\$51.19</u>	<u>\$79,913.60</u>	<u>\$113,129.90</u>
<u>Police Corporal/Detective Corporal 304</u>	<u>\$37.97</u>	<u>\$56.87</u>	<u>\$83,913.70</u>	<u>\$125,682.70</u>
<u>Police Sergeant/Detective Sergeant 306</u>	<u>\$42.64</u>	<u>\$64.42</u>	<u>\$94,234.40</u>	<u>\$142,368.20</u>

<u>Position</u>	<u>Hourly Min</u>	<u>Hourly Max</u>	<u>Annual Min</u>	<u>Annual Max</u>
<u>Police Officer/Detective 300</u>	<u>\$27.15</u>	<u>\$37.43</u>	<u>\$60,001.50</u>	<u>\$82,720.30</u>
<u>Senior Police Officer/Detective 302</u>	<u>\$28.92</u>	<u>\$40.94</u>	<u>\$63,913.20</u>	<u>\$90,477.40</u>
<u>Police Corporal/Detective Corporal 304</u>	<u>\$30.37</u>	<u>\$45.49</u>	<u>\$67,117.70</u>	<u>\$100,532.90</u>
<u>Police Sergeant/Detective Sergeant 306</u>	<u>\$34.11</u>	<u>\$51.53</u>	<u>\$75,383.10</u>	<u>\$113,881.30</u>

For Fiscal Year 2024-2025, each bargaining unit member shall receive an increase to the base pay of four percent (4%). In addition, for Fiscal Year 2024-2025, the following wage chart shall apply:

<u>Position</u>	<u>Hourly Min</u>	<u>Hourly Max</u>	<u>Annual Min</u>	<u>Annual Max</u>
<u>Police Officer/Detective 300</u>	<u>\$27.69</u>	<u>\$38.93</u>	<u>\$61,201.53</u>	<u>\$86,035.30</u>
<u>Senior Police Officer/Detective 302</u>	<u>\$30.08</u>	<u>\$42.58</u>	<u>\$66,476.80</u>	<u>\$94,101.80</u>
<u>Police Corporal/Detective Corporal 304</u>	<u>\$31.59</u>	<u>\$47.31</u>	<u>\$69,813.90</u>	<u>\$104,555.10</u>
<u>Police Sergeant/Detective Sergeant 306</u>	<u>\$35.47</u>	<u>\$53.59</u>	<u>\$78,388.70</u>	<u>\$118,433.90</u>

34.2 — For Fiscal Year 2025-2026, each bargaining unit member shall receive an increase to the base pay of six percent (6%). In addition, for Fiscal Year 2025-2026, the following wage chart shall apply:

<u>Position</u>	<u>Hourly Min</u>	<u>Hourly Max</u>	<u>Annual Min</u>	<u>Annual Max</u>
<u>Police Officer/Detective 300</u>	<u>\$29.42</u>	<u>\$41.27</u>	<u>\$65,018.20</u>	<u>\$91,197.42</u>
<u>Senior Police Officer/Detective 302</u>	<u>\$31.88</u>	<u>\$45.13</u>	<u>\$70,465.41</u>	<u>\$99,747.91</u>
<u>Police Corporal/Detective Corporal 304</u>	<u>\$33.47</u>	<u>\$50.15</u>	<u>\$73,979.31</u>	<u>\$110,828.41</u>
<u>Police Sergeant/Detective Sergeant 306</u>	<u>\$37.60</u>	<u>\$56.81</u>	<u>\$83,092.02</u>	<u>\$125,539.93</u>

34.2 The parties agree to re-open this Agreement for Fiscal Year 2028-2029 (beginning October 1, 2028, and ending September 30, 2029). Such negotiations must begin no later than June 1 of the preceding fiscal year and notice must be given under Article 27 of this Agreement.

34.3 Should the increases adopted above result in a unit member being placed above the maximum, the unit member shall receive the difference of the GWI as applied and the maximum wage range in the form of a bonus check paid in the first full pay period of October. Said payment is to be treated as pensionable income.

34.4 Accrual Maximum Rate: Pursuant to the terms in Article 16, earned payments made for PTO accruals shall be paid at the employee's current rate of pay up to the maximum amount provided for in Article 16.19.

34.5 Education Incentive. Each employee covered by this Agreement and entitled to Educational Incentive Pay under guidelines established by the State of Florida for the completion of certain educational courses related to his job as a law enforcement officer shall continue to be so entitled, subject to the following: should the State of Florida Education Incentive Pay program be altered, amended or ended, that will be binding on the parties.

34.6 Specialty Pay

a. Special Weapons And Tactics Team - Each unit employee that is a member of the Leesburg Police Department's Special Weapons And Tactics Team shall continue to receive additional specialty pay in the amount of two-percent (2%) above said employee's current base rate of pay, provided, however, this shall apply only so long as an employee is a member, and such additional specialty pay shall cease upon cessation of membership for any reason.

b. Field Training Officer (FTO) shall receive one (1) additional hour of PTO per each shift while training a probationary unit member. The PTO hour will be added to the FTO's accrual bank and available to use on the pay period following submission.

c. Field Training Officer (FTO) Supervisor shall receive an incentive pay in the amount of \$1,250 annually and will be paid as an "add pay" in the amount of \$48.08 bi-weekly and will not be included in the base pay of any unit employee.

d. K-9 ~~Supervisor~~ Trainer shall receive an incentive pay in the amount of \$1,250 annually and will be paid as an "add pay" in the amount of \$48.08 bi-weekly and will not be included in the base pay of any unit employee.

e. Emergency Medical Technician (EMT) Incentive - To receive such pay, unit employees must have received EMT specialized training and maintain their EMT certification. The unit member shall submit a copy of his EMT certificate to the Chief of Police. The EMT incentive pay shall be \$1,250 annually and will be paid as an "add pay" in the amount of \$48.08 bi-weekly and will not be included in the base pay of any unit employee.

34.7 Clothing Allowance. Each unit employee assigned to non-uniform assignments (i.e. Detective) shall receive a clothing allowance in the amount of ~~one thousand five hundred dollars (\$1,500.00 1,000.00)~~ annually, paid on the first pay period for the new fiscal year. Clothing allowance for employees temporarily assigned to such non-uniformed assignments shall be prorated for the time assigned to non-uniform duties (i.e. 6-month assignment shall receive ~~\$750.00 500.00~~). Unit employees promoted, reclassified, or transferred to a non-uniform assignment shall receive the clothing allowance calculated on remaining quarters in the fiscal year at ~~two-hundred-fifty~~ three-hundred-seventy-five dollars (~~\$375.00 250.00~~) per quarter. Unit employees assigned to light duty shall not be entitled to the clothing allowance during the period of such assignment. Clothing allowance payments are considered taxable income to the employee.

34.8 K-9 Allowance. The position of K-9 handler performs work related to the care of departmental dogs outside of their normally scheduled hours. The City recognizes that this time is compensable under the provisions of the Fair Labor Standards Act and will be paid in accordance with the following:

a. Employees assigned to K-9 duty will be paid for the care of departmental dogs done after their normally scheduled work hours. The parties to this Agreement concur that an average of three-and-one-half (3.5) hours per week is spent on such duties. K-9 handlers will be paid at their regular hourly rate of pay for completion of such duties and such hours will be considered as part of the K-9 handlers normally scheduled work hours.

34.9 Holiday Bonus. Should the City grant holiday bonuses City-wide to City employees outside the bargaining unit in any fiscal year during the term of this agreement, unit employees shall receive the same bonus, provided it shall set no precedent or status quo for any future bonus.

34.10 Out of Classification Pay. Any employee of the bargaining unit required to temporarily fill and assume the duties of a higher classification position for a period greater than eighty (80) consecutive hours shall receive a five percent (5%) salary increase. The affected employee's out of classification pay will begin the first scheduled workday after the absence of the higher classified employee for eighty (80) consecutive hours. The employee receiving out of classification pay will return to his regular salary upon return of the higher classified employee to work.

34.11 On Call/Standby Pay. Unit members placed on standby/on-call shall receive twenty-five dollars (\$25) per day while on such status.

34.12 Shift Differential. Bargaining unit members who work between the hours of 1800 and 0600, shall be paid a shift differential of one dollar (\$1.00) per hour for all time worked.

ARTICLE 35
PROMOTIONS AND CAREER LADDER WITHIN UNIT

35.1 Promotions and other progressions within the bargaining unit will take place in accordance with the provisions of General Order No. 15-1, titled “Promotional Process – Senior Officer, Corporal, and Sergeant”, and this Agreement. The parties agree that non-substantive changes may be made without negotiation; however, any substantive changes shall be subject to negotiations.

35.2 Career Ladder – Duty Assignment change from Officer to Detective

:1 A minimum of three (3) years of sworn law enforcement experience with two (2) years of current and continuous service with the Leesburg Police Department or a minimum of five (5) years as a certified police officer with another police agency and three (3) years’ experience as a police investigator and have completed the Leesburg Police Department’s FTO program, and

:2 Documented demonstrated performance in handling crime scenes and investigations

:3 Selection of Top Three (3) Candidates by Chief of Police, unless appointed from outside the agency.

35.3 Criteria for re-classification to Senior Officer/Senior Detective (Alternative Career Ladder)

:1 A minimum of four (4) years of sworn law enforcement experience with one (1) year of current and continuous service with the Leesburg Police Department and at least one of the following options.

:2 Option 1 – Maximum Salary Incentive Courses (480) hours or;

:3 Option 2 – Attainment of an Associate Degree, or the equivalent of sixty (60) college hours, or higher from Nationally or Regionally Accredited School or;

:4 Options 3 – Combination of Salary Incentive and College education equivalent to 480 hours. Each three (3) semester hours of education will be equivalent to one (1) forty (40) hour Salary Incentive Course or;

:5 Option 4 – A combination of Salary incentive Courses (minimum of 240 hours), College education and/or Community Service (minimum of 240 hours) for a total of a minimum of 480 hours. Community Service work to be pre-approved by the Chief of Police or his designee, Non-paid Community Service hours are one (1) hour of service equals 1.5 hours credited to Community Service with a maximum of 240 hours credited. Each three (3) semester hours of education will be equivalent to one (1) forty (40) hour Salary Incentive Course.

:6 In addition to the above, must have performance evaluations consistently meeting or exceeding Department standards.

:7 May not be on new-hire probation.

:8 Endorsement by the Chief of Police

35.4 Corporal – The City shall maintain the rank of Corporal and the criteria for promotion to the rank of Corporal is as follows:

:1 A minimum of four (4) years of sworn law enforcement experience with two (2) years of current and continuous service with the Leesburg Police Department immediately prior to the examination, and at least one of the following options.

:2 480 hours of Salary Incentive courses to include Line Supervision or Police Instructor Techniques or;

:3 An Associate Degree, or the equivalent of sixty (60) college hours or more, or higher from Nationally or Regionally Accredited School.

:4 Participated and completed successfully in the currently posted Promotional Assessment Process and is currently rated as one of the top three (3) candidates for promotion.

:5 In addition to the above, must have performance evaluations consistently meeting or exceeding Department standards.

35.5 Sergeant – Criteria for the promotion to the rank of Sergeant is as follows:

:1 A minimum of four (4) years of sworn law enforcement experience with the Leesburg Police Department with three (3) years of current and continuous service and at least one of the following options

:2 480 hours of Salary Incentive courses to include Line Supervision or Police Instructor Techniques and a minimum of twelve (12) hours of college credits for course work or;

:3 An Associate Degree or higher from Nationally or Regionally Accredited School.

:4 Participated and completed successfully in the currently posted Promotional Assessment Process and is currently rated as one of the top three (3) candidates for promotion.

:5 In addition to the above, must have performance evaluations consistently meeting or exceeding Department standards.

35.6 Selection for Corporal or Sergeant promotions must meet the criteria above and in addition, the successful candidate will be selected from among the top three (3) candidates by the Chief of Police. Should the top candidate(s) be passed over, the Chief or their designee may be requested by the candidate, to meet in person and discuss reasons why the candidate(s) were not selected and recommendation(s) as to how to improve on the deficit(s).

35.7 Upon written announcement of the testing for the Corporal and/or Sergeant ranks, the City shall provide a list of relevant study materials from which the written portion of the examination process shall be taken, to each qualified applicant within at least thirty (30) days from the testing date.

Any industry standard publications, textbooks, periodicals and/or manuals utilized to prepare portions of the written examination may be obtained through available resources by the candidate, as they deem necessary and/or appropriate.

35.8 Scoring shall be consistent with the process identified in General Order No. 15-1. The parties agree that non-substantive changes may be made without negotiation; however, any substantive changes shall be subject to negotiations.

35.9 The eligibility list shall be effective for a twelve (12) month period after completion of the promotional process unless the qualified eligibility list contains three (3) or less candidates, in which case the Chief shall have the discretion to require a new round of testing.

35.10 Final approval of the successful candidate shall be made by the Chief of Police with concurrence of the City Manager.

35.11 Unit members promoted to the ranks of Corporal or Sergeant shall serve a probationary period of three (3) months. If during the probationary period, a documented unsatisfactory performance does not improve, the probationary member may be returned to the rank that he held prior to his promotion. The discretion to return a unit member to his former rank shall be the Chief's, subject to Article 23.

35.12 Unit members receiving a promotion to Senior Officer, Corporal, or Sergeant shall receive an increase of five percent (5%) to base pay or the minimum of the new pay range, whichever is greater.

ARTICLE 36

DURATION

SECTION 1 - Duration

This agreement shall take effect in accordance with Section 447.309(1), Florida Statutes, on October 1, ~~2023~~ 2026, and shall terminate and expire on September 30, ~~2026~~ 2029. It shall not renew automatically.

SECTION 2 – Re-Openers

The City and the Association agree that for the Fiscal Year ~~2028 - 2029~~ 2024-2025 and 2025-2026, each party has the right to reopen up to one (1) article in addition to Article 34.

SECTION 3 – Memorandum of Understanding/Settlements

The parties recognize that during the term of this Agreement situations may arise which require that terms and conditions not specifically and clearly set forth in the Agreement must be clarified or amended. Under such circumstances, the Association is specifically authorized by bargaining unit members to enter into the settlement of grievance disputes or memorandum of understanding that clarifies or amends this Agreement, without having to be ratified by bargaining unit members.

IN WITNESS HEREOF, the parties have signed this **AGREEMENT** to be effective as of October 1, 2026.

Ratified this ____ day of _____, 2026

CITY OF LEESBURG, FLORIDA

By:

Mayor

ATTEST:

J. Andi Purvis, City Clerk

Ratified this ____ day of _____, 2026

**FLORIDA POLICE BENEVOLENT
ASSOCIATION, INC.**

By:

George J. Corwine, Chief Labor Negotiator
Florida Police Benevolent Association

ATTEST:

David McClain
Leesburg PD Representative

APPENDIX “A-1”

*

DUES CHECK-OFF AUTHORIZATION
I, _____ (Full Name – Print)
_____ (Social Security Number)
an employee of the _____ (Employee Agency)
authorize you, as my Employer, to deduct from my regular salary, membership dues as established by the Florida Police Benevolent Association, Inc.
Please begin my deduction with the first pay period following the date this authorization form is received by the Employer, and continue said deduction until: 1) revoked by me at any time upon 30 days written notice to my Employer, or 2) termination of my employment. Deductions made pursuant to this authorization shall be transmitted to the FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.
My signature hereon is authorization to release my social security number when reporting dues deductions.
_____ Signature
_____ Date

After filling out these forms, please fold this information to the inside with the Postage Paid Business Reply Mail Panel on the outside. Tape the edges to protect your personal information and then drop in the mail box.

*Current membership dues deduction application/form used by PBA

APPENDIX "A-2"

**REVOCATION OF PAYROLL DEDUCTION AUTHORIZATION FOR ASSOCIATION
DUES OF FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.**

I hereby revoke my previous written authorization for the withholding and forwarding of Association dues and uniform assessments, if any, and I hereby instruct the City of Leesburg to stop deducting from my wages all such monies.

Received by Human Resources Department on:

Date

Employee Signature

By: _____

Date

Payroll Number

APPENDIX "A-3"

NOTIFICATION OF SECONDARY EMPLOYMENT

I, _____, in accordance to the City of Leesburg Policy No. 515, Conflict of Interest and Outside Employment, which was effective February 1, 2011, *An employee engaging in outside work or employment shall disclose the source of such employment, the scope and nature of the relationship between the employee and the source of earnings or income from such employment, as well as the anticipated quantity of hours worked and the time of day those hours will be worked in a written, sworn (notarized) statement to his Department Head (with a second copy to be provided to Human Resources). This statement shall be submitted and approved by the Department Head prior to commencement of work, when practical. This shall be updated by the employee whenever conditions of outside employment change (source of earnings or income, number of hours worked, new employment, etc.).*

Work part-time or flex position at: _____. This job is done on my off hours working _____ hours per week or month; during _____ time of day. The scope of my duties are:

Employee Signature

Date

Employee's Address

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ (date) by _____ (name of person acknowledging), who is personally known to me or who has produced _____ (type of identification) as identification and who did (did not) take an oath.

(Signature of Person Taking Acknowledgement)

(Name of Acknowledger Typed, Printed or Stamped)

(Title or Rank)

(Serial Number, if any)

(NOTARY'S SEAL)

Department Head Signature

Date

APPENDIX "A-4"

**PBA COLLECTIVE BARGAINING AGREEMENT
GRIEVANCE FORM**

Step 1 2 3 Class Action (circle appropriate step)

Employee's Name/PBA: _____ Class Title: _____

Employee #: _____ Department: _____

Business Telephone: _____ Division: _____

Unit: _____

NATURE OF GRIEVANCE

(involving interpretation or application of specific provisions of the Collective Bargaining Agreement)

DATE ACT OR CONDITION OCCURRED: _____ Day of _____, 20__.

ARTICLE and SECTION OF AGREEMENT: (which has allegedly been violated) _____

REMEDY: _____

IS PBA REPRESENTATION DESIRED ☐ Yes ☐ No

If so, name of representative: _____

Representatives Business Telephone: _____

FOR Class Action GRIEVANCES ONLY - I have been designated by the following named employees to act as spokesperson and be responsible for processing the above grievance in their behalf:

SIGNED: _____ Date Submitted: _____

SUBMITTED TO: Name _____ Class Title: _____

(If space is insufficient to write complete information, attach a separate sheet.)

Managements response:
(Attached reason for Denial)

____ Grievance accepted in whole.
____ Grievance accepted in part.
____ Grievance rejected.

Manager's Signature: _____

Date Delivered to Grievant: _____

Copy

Unit Member

PBA

Collective Bargaining Agreement

Between

North Central Florida Police Benevolent Association

A Chapter of the
Florida Police Benevolent Association



and the

The City of Leesburg



October 1, 2026 to September 30, 2029

**Police Officers, Senior Police Officers, Detectives, Senior Detectives,
Corporals and Sergeants Collective Bargaining Agreement**

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PREAMBLE

THIS AGREEMENT is executed this 1st day of October, 2026, between CITY OF LEESBURG, FLORIDA (hereinafter called the “City”), and FLORIDA POLICE BENEVOLENT ASSOCIATION, INC. (hereinafter called the “Association” or “PBA”).

ARTICLE 1

RECOGNITION

1.1 The City recognizes the Association's status by virtue of Florida Statutes, Section 447.307 and its certification number 1679 by the Florida Public Employees Relations Commission. The City recognizes the Association as the exclusive collective bargaining representative of the following bargaining unit, who shall be designated as Unit A:

INCLUDED: All full-time sworn, certified law enforcement officers in the classifications of police officer, senior police officer, detective and senior detective.

EXCLUDED: All other employees employed in the Police Department of the City of Leesburg and all other employees employed by the City of Leesburg.

1.2 The City recognizes the Association's status by virtue of Florida Statutes, Section 447.307 and its certification number 1683 by the Florida Public Employees Relations Commission. The City recognizes the Association as the exclusive collective bargaining representative of the following bargaining unit, who shall be designated as Unit B:

INCLUDED: All full-time sworn, certified law enforcement officers in the classifications of police corporal and sergeant.

EXCLUDED: All other employees employed in the Police Department of the City of Leesburg and all other employees employed by the City of Leesburg.

ARTICLE 2
ASSOCIATION DUES

2.1 The City agrees that upon receipt of a voluntary written individual authorization signed by a bargaining unit employee on the form set forth in Appendix "A-1" which is attached hereto and made a part hereof, the City shall deduct from the pay due such employee his Association dues and uniform assessments, if any. Such authorization may be revoked by an employee within thirty (30) days written notice to the City and the Association in the form set forth in Appendix "A-2" which is attached hereto and made a part hereof.

2.2 Dues shall be deducted each pay period and those monies shall be remitted to the Association thereafter.

2.3 The Association agrees to save and hold the City harmless from any and all suits, claims or judgments arising because of the City's compliance with the provisions of this article.

2.4 The Association will notify the City as to the amount of dues for each affected unit employee. Such notification will be to the City in writing signed by a representative of the Association. Any change in Association membership dues will be similarly certified to the City and shall be done thirty (30) days in advance of the effective date of any such changes.

ARTICLE 3
NON-DISCRIMINATION

3.1 The parties to this Agreement will not discriminate against any employee because of Association membership, non-membership, or legitimate activity as required in this Agreement in behalf of the members of the bargaining unit. The parties agree they will not discriminate against any employee because of race, color, religion, creed, sex, age, national origin, sexual orientation, disability, marital status, or any other protected characteristic as defined by law.

3.2 Nothing in this agreement shall be interpreted to obligate the Association to provide services, information or process grievances for employees who are not members of the Association.

3.3 This Article 3 is not subject to the Grievance and Arbitration Procedure of Article 23 and any complaints or allegations raised under this article will be processed in accordance with the City's personnel policies and procedures.

ARTICLE 4
GENDER

4.1 The use of masculine or feminine gender in this Agreement shall be construed as including both genders and is used for convenience purposes only.

ARTICLE 5
PROBATIONARY PERIOD

5.1 An employee initially employed as a police officer shall be on probationary status for one (1) year. The City may, at its sole discretion, terminate the employment of a probationary employee at any time for any reason during the initial probationary period. Unit employees promoted to the positions of Senior Officer, Corporal, or Sergeant shall be on probationary status for three (3) months from the effective date of said promotion. Notwithstanding other disciplinary action, a promotional probationary employee will be returned to their previous rank.

ARTICLE 6
ASSOCIATION REPRESENTATION AND ACTIVITIES

6.1 Representation.

a. From employees in the bargaining unit, the Association shall select one (1) Association representative from each shift to represent unit employees. It shall furnish the City with their names and any up-to-date changes thereto. In addition, the Association shall furnish to the City and keep up-to-date a list of Association Staff Representatives.

b. Where Association representation is requested by an employee, the representative shall be a person selected and designated by the Association. Association representatives, who are unit members, act as liaisons between the City and PBA but do not have the authority to bind the Union.

c. Recognized Association representatives, who are unit employees, shall be allowed to communicate official Association business to employees prior to the beginning of his shift, during meal breaks, or after completing his shift. City work hours shall not be used by unit employees or Association representatives for conducting Association meetings or the promotion of Association affairs.

d. Unit employees who are serving on the PBA's Contract Negotiations Committee (CNC) may be allowed to attend negotiation, while on duty, with no loss of pay or benefits. A maximum number of two (2) CNC members may attend while on duty.

6.2 Representative Access. An employee representative of the Association (Staff Representative) shall be permitted reasonable access to Departmental work locations, upon request, to handle specific grievances and matters of interpretation of this Agreement. Such requests shall be permitted during the hours outlined in section 6.1.c. and are not to be unreasonably denied.

6.3 Bulletin Boards. The Association shall be allowed to mount a suitable bulletin board, measuring 3' x 4' in an area designated by the Chief of Police and generally accessible to employees. All materials posted shall be submitted to the Chief of Police for approval prior to posting. No material, notices or announcements shall be posted which contain anything political or that adversely reflects upon the City of Leesburg, its departments, its employees, or any labor organization among its employees. All material notices or announcements posted shall be signed or initialed by the Association president or his designee prior to posting. The bulletin board shall be used for posting Association information as follows:

- a. Association literature
- b. Notices of Association meetings
- c. Notices of Association elections and results of such elections
- d. Notices of Association appointments and other official Association business.

Any violation of this section by the Association shall entitle the City to revoke the privileges of bulletin board use by the Association.

ARTICLE 7
HOURS OF WORK AND OVERTIME COMPENSATION

7.1 Unit members assigned to the Patrol Division shall work seven (7) – twelve (12) hour shifts, for a total of eighty-four (84) hours in a fourteen (14) day work cycle and an eighty-six (86) hour work cycle, respectively.

7.2 K-9 officers shall work a scheduled shift of eleven (11) hours – total of seven (7) shifts in a fourteen (14) day work cycle. One additional hour per scheduled shift shall be paid at the unit member's base salary as compensation for the care of their canine partners. On one (1) designated training day per month, unit members shall work two (2) additional paid hours to allow for in-service training.

7.3 Unit members assigned to CID shall work a schedule totaling eighty-four (84) hours and eighty-six (86) hours per fourteen (14) day work period.

7.4 All unit members shall enjoy a paid meal period per shift and two (2) work breaks. However, should the need arise and the employee is required to respond to a call while on a meal break, the employee shall respond and the employee will be allowed to take another meal break, if time allows.

7.5 No hours not actually worked except for hours paid as holiday pay shall count as hours worked for the purpose of calculating overtime compensation under the Fair Labor Standards Act. Overtime compensation rate of one and one-half (1 ½) times the unit member's straight time hourly rate of pay shall be paid for all authorized work performed in excess of eighty-four (84) hours and eighty-six (86) hours in the fourteen (14) day work period.

7.5:1 If a unit member requests PTO and subsequently works hours beyond those required during the fourteen (14) day work cycle, the unit member shall have the option of being paid the PTO at their straight time hourly rate of pay or they may request to only use the PTO that brings them to the hours needed for the fourteen (14) day work cycle. Unit members shall so indicate their preference on their timesheets.

7.5:2 If a unit member takes pre-approved PTO and works a City sponsored event or special detail, as indicated in Article 12.2, within the same fourteen (14) day work cycle, the PTO shall count as hours worked for the purpose of calculating overtime compensation. PTO will count as actual hours worked only under these circumstances. Pre-approved PTO is defined as time off requested 48 hours prior to the unit member's respective shift(s).

7.6 Unit members shall have the option to receive payment for overtime worked or compensatory time at the rate of one and one-half (1 ½) times the number of hours worked. Unit members shall so indicate their preference on their timesheets.

7.6:1 The maximum accrual compensatory time balance shall be eighty-four (84) hours. Any hours worked above the compensatory cap shall be paid at the overtime rate.

7.6:2 Unit members may choose to sell back compensatory time throughout the Fiscal Year. Any comp balance on September 30 of each year of this Agreement shall be paid out on the

last paycheck in September.

7.7 The City shall have the right at its discretion to assign overtime work.

ARTICLE 8

SENIORITY

8.1 Seniority for members in the rank of police officer, senior police officer, detective and senior detective (Unit A) shall be by length of continuous employment with the City as a sworn officer, calculated from the most recent date of hire.

8.2 Rank Seniority for members in the rank of police corporal and sergeant (Unit B) shall be defined as the length of service from the date of the most recent rank promotion and years of service (in that order).

8.3 In cases of selections for layoff, recall, or vacations, the following factors shall be considered:

- a. Seniority as above defined, and
- b. Job Performance.

8.4 Continuous service with the City for seniority purposes shall continue to accrue during all types of paid leave.

8.5 Seniority shall be used only as stated in 8.3 and for no other purpose, provided, however, while PTO requests shall be filled on a first come-first served basis, PTO requests submitted simultaneously shall be filled based on seniority.

8.6 An employee on layoff status shall be recalled to an available job in accordance with Section 8.3. The City may require a physical examination of an employee at its expense before recall. Recall will be made by certified mail to the last address in the employee's record. The employee must, within seven (7) days of the certified receipt date, signify his intention, in writing, of returning to work to the Human Resources Director and the Chief of the Police Department. In the event an employee on layoff does not advise the City within seven (7) calendar days of his intention to return and return within fourteen (14) calendar days, that person shall be terminated for all purposes.

An employee shall lose his seniority as a result of the following:

- a. Resignation,
- b. Termination,
- c. Retirement,
- d. Layoff exceeding twelve (12) months.

ARTICLE 9

INTERNAL INVESTIGATIONS

9.1 The parties recognize that the security of the City and its citizens depends to a great extent upon the manner in which employees covered by this Agreement perform their various duties. Further, the parties recognize that the performance of such duties involves those employees in all manner of contacts and relationships with the public and out of such contacts and relationships with the public, questions may arise, or complaints may be made concerning the actions of employees covered by this Agreement. Investigations of such questions and complaints must necessarily be conducted by, or under the direction of, Police Department supervisory officials whose primary concern must be the security of the City and the preservation of the public interest. Unit members shall be disciplined for violations of City and Police Department's published rules or lawful orders, in accordance with Florida Statute 447.209.

9.2 In order to maintain the security of the City and protect the interest of its citizens, the parties agree that the City must have the right to conduct investigation of citizens' complaints and matters of internal security; provided, however, that any investigative interrogation of any employee covered by this Agreement relative to a citizen's complaint and/or matter of internal security shall be conducted pursuant to law, as established by Florida Statute, 112.531 et seq., commonly referred to as "The Law Enforcement Officers' Bill of Rights," as such law exists and/or may be amended.

9.3 No allegation of a violation or violations of The Law Enforcement Officers' Bill of Rights shall be subject to the Grievance and Arbitration Procedure of this Agreement.

9.4 Unit members shall be given advanced notice of any pending internal affairs interview. Unit members shall be afforded a reasonable opportunity to notify his PBA representative and secure representation prior to questioning in an internal affairs investigation. The unit member under investigation shall be allowed to bring his PBA representative, or attorney, or a person of his choosing to be present at any meeting in which the unit member may be subject to suspension, demotion, or termination. Nothing in this section is to be construed as a limitation on the ability of the City to require the unit member to provide general information concerning a crime. A unit member being interviewed as a witness only, shall be so informed and should he become a subject or target of the investigation, he shall be immediately informed and shall be provided the same rights as provided in 9.3.

ARTICLE 10
JOB RELATED MEDICAL LEAVE OF ABSENCE

10.1 In the event that an employee is unable to perform work because of an injury or illness which is compensable under the Florida Workers' Compensation Law (Florida Statutes, Section 440), he may use accumulated sick leave, accrued compensatory time, or PTO to make up the difference between his regular salary and the amount received from workers' compensation carrier for a bi-weekly pay period.

10.2 An employee who is absent for a compensable injury or illness covered under the Florida Workers' Compensation Law will be permitted to use available sick leave, accrued compensatory time, or PTO for any days not payable by workers' compensation insurance. Under the Florida Workers' Compensation Law, no compensation shall be allowed for the first seven (7) calendar days, except if the injury results in disability of more than twenty-one (21) calendar days, compensation shall be allowed from the commencement of the disability. If an employee collects sick leave, compensatory time, or PTO for all or any part of the first seven (7) calendar days of an absence covered by workers' compensation insurance and is later paid for the same period by the insurance carrier, the employee shall reimburse the City for the leave paid and his appropriate account will be credited back the time the employee initially used, accordingly.

ARTICLE 11

PHYSICAL EXAMINATIONS

11.1 Bargaining unit employees shall receive, at no cost, an annual job-related medical examination by a physician selected by the City under guidelines as established by the City. Specific results of the medical examination shall be treated as confidential records and may only be released to the employee and the City for lawful purposes relating to employment. The physician selected by the City shall provide to the City and the employee a report providing medical limitations or restrictions, if any, in layman's terms, and if the limitations are permanent. The City shall determine if the medical limitations prevent the employee from doing the essential functions of his position.

11.2 An employee shall achieve and maintain a state of personal physical condition that allows him to perform the essential functions of the job description promulgated by the City for his job or rank. Where appropriate, the current job description may be modified in accordance with the federal Americans with Disabilities Act of 1990.

11.3 If the City has reason to believe that an employee is not able to perform the essential functions of his job because of a reason related to his personal physical or mental condition, the City may require an employee to be examined by a physician.

11.4 In the event the City receives a written recommendation from a physician paid for by the City for a physical fitness program for an employee, the employee shall perform such physical exercise program as directed by the Chief, or his designee.

11.5 In the event an employee disagrees with the recommendation of the physician employed by the City, the employee reserves the right to select his own physician for examination at the employee's expense. If the two physicians disagree, the City and the employee shall agree on a third physician, paid by the City, within thirty (30) calendar days, and the third physician's decision on the question of the scope of a physical fitness program shall be binding on the City, the employee and Association.

11.6 No employee shall be ordered to participate in a City provided physical fitness program without first having a physician-conducted physical examination, including a stress EKG, a pulmonary function test, an audio and vision test, and a blood chemical profile (SMAC test) paid for by the City.

11.7 If the City-selected physician determines that an employee has permanent medical limitation(s), the medical provider shall so notice the City and employee in layman's terms as to the limitations. The City may consider if the employee can continue to perform the essential functions of a sworn law enforcement officer or consider if the employee is qualified by reason of his training, education, or experience to perform in some other position or job with the City. The City may offer the employee the opportunity to apply for such a full-time position within five (5) months of the date of the City's decision determining the employee's unfitness for duty as a law enforcement officer. The City may elect not to rehire the employee. An employee who the City-selected physician determines is medically unfit for duty as a law enforcement officer and for whom another position cannot be found may be terminated. Nothing in this section shall prohibit

an employee from seeking a disability retirement under the provisions of the Police Officers' Retirement Fund (185 Police Pension Plan, Municipal Police Retirement) of the City of Leesburg nor should be construed as a waiver of the employee or PBA to grieve the City's decision on employment.

11.8 The Annual Physical Exam shall follow the guidelines in FDLE Form 75 (except #6 (form effective date 5/2021) and/or 75A. If changes to the FDLE requirements occur, union members will adhere to the updated FDLE guidelines.

In addition to the guidelines with the FDLE Form(s), the following items shall be included if the member is age forty (40) or greater, or the medical provider deems it necessary due to information disclosed between the member and the medical provider:

1. Mammogram (female only)
2. PSA (male only)
3. Stress Test

ARTICLE 12

OFF-DUTY DETAIL PAY

12.1 Unit employees may, solely at their option, agree to be employed on special details by separate or independent employers in law enforcement or related activities. The City will facilitate such employment of such employees by separate and independent employers (outside vendors). Compensation paid to such employees by such separate and independent employers shall be:

12.1:1 Minimum Rates – The minimum hourly rate charged off-duty vendors shall be fifty-five dollars (\$55) net for unit employees not working the off-duty detail as a supervisor and sixty dollars (\$60) net for unit employees working the off-duty detail in the capacity of a supervisor. In the event that the detail involves the serving or consuming of alcoholic beverages, a five-dollar (\$5) premium shall be added to the above wage rates. Members shall receive a minimum of three (3) hours, or the actual time worked, whichever is greater. In addition, any detail cancelled by the vendor for any reason with less than forty-eight (48) hours' notice to the member shall receive the minimum three (3) hours of pay.

12.1:2 Holidays – The minimum hourly rate charged off-duty vendors for the following nine (9) holidays shall be sixty-five dollars (\$65) net for unit members not working the off-duty detail as a supervisor and seventy dollars (\$70) net for unit members working the off-duty detail in the capacity of a supervisor. In the event that the detail involves the serving or consuming of alcoholic beverages, a five-dollar (\$5) premium shall be added to the above wage rates.

The named holidays are: 1) New Year's Day; 2) Martin Luther King, Jr. Day 3) Memorial Day; 4) Easter; 5) Independence Day; 6) Labor Day; 7) Veteran's Day 8) Thanksgiving Day; 9) Day After Thanksgiving 10) Christmas Eve; 11) Christmas Day; and 12) New Year's Eve.

12.1:3 Outside vendors shall pay the City who will in turn pay the unit member(s) in the next pay period in which the City received the vendor's payment but not more than two (2) pay periods after the unit member has worked the off-duty detail.

12.1:4 With the approval of police management, unit members will be allowed to work law enforcement-related off-duty details outside of the City's jurisdiction and shall be paid the same rate as other law enforcement personnel working the same detail.

12.2 The City may offer special events, which are City sponsored events and paid by the City. The Police Department, from time-to-time, may post special details that may be filled by off-duty unit members. Unit members will be paid at the rate of one and one-half (1 ½) times the employee's current hourly rate of pay, with a three (3) hour minimum for special events. This does not apply to officers working their regular scheduled shift, regardless of duty assignment.

12.2:1 For the purpose of this section, pre-approved PTO shall count as actual hours worked for the purpose of calculating overtime compensation under the Fair Labor Standards Act, as is indicated in Article 7.

12.3 All open events/details, both City sponsored events and those off-duty details paid by a vendor, shall be posted utilizing the scheduling software or a similar technical process. Each posting shall be dated as to when the event/detail has been posted. At the initial posting, these events/details will be limited to two (2) events/details per unit member, with additional opportunities given to sign up for more events/details after others have an opportunity to sign up. The normal waiting period will be twenty-four (24) hours after the event/detail information has been posted.

12.4 Overtime events and details should be limited to Officers, Detectives, Corporals, and Sergeants covered under this bargaining agreement, unless administrative employees are required or the shifts cannot be filled.

12.5 Off Duty wages shall have a cap of one hundred (100) hours of pensionable earnings.

ARTICLE 13

EDUCATIONAL LEAVE

13.1 If an employee is directed by the City to enroll in a course, the City shall pay the actual time spent, in attending the course, at the employee's base rate. The Chief of Police shall direct an employee in writing and the employee so directed shall attend without having to exchange time or use any PTO or compensatory time.

13.2 If the City does not require attendance at a course, the time in attending the course shall not be paid by the City. An employee seeking an unpaid leave of absence for this purpose shall make written application to the Chief of Police. Approval of such application must be made by the City Manager. An employee may request to use comp time or PTO to attend courses not required by the City.

13.3 If an employee chooses for his own reasons to enroll in a job-related academic course sponsored by an accredited law enforcement training academy or other institution, and approval for the reimbursement of the cost of tuition, books and fees in accordance with the City's Educational Funding Policy has been obtained, the employee may request, through the Chief of Police, time off to attend the course. With the Chief's approval, the employee may attend such course while on duty without loss of pay. Such employee may report back to duty at the conclusion of the class and report to work for the balance of the shift, or take PTO (if available) through the end of that shift. Time paid under this Section 13.3 shall not count as hours worked for the purpose of potential overtime compensation.

13.4 When an employee attends a scheduled class that is mandated by the City on a day when he is not scheduled to work, he shall be paid at his base rate for the actual time spent in class.

13.5 Actual time spent in class and paid under Article 13.4 will count as hours worked for the purpose of potential overtime compensation.

ARTICLE 14
EDUCATIONAL SUPPLEMENTAL COMPENSATION

14.1 The current City practice under state law to pay an additional sum to an employee upon completion of certain required educational courses related to his primary job shall be continued. Should that state program be altered or amended, the benefit shall be accordingly changed.

ARTICLE 15

INSURANCE

15.1 The City will make available health insurance, life insurance, and accidental death and dismemberment insurance benefits on a group basis to unit employees to the same extent and in the same manner that such benefits are provided to other City employees, including general employees and executive staff. The City shall have the same rights with respect to unit employees to make, or to agree with the provider or providers to, changes in such benefits and/or the costs thereof to the City and/or to employees as with all other City employees. Such changes shall include any and all changes necessary at the sole discretion of the City to comply with applicable laws and regulations and changes therein. Provided all City employees, including unit employees, have available the same benefits, as above described, the City shall have no obligation to bargain over any such changes or their effects during the term of this Agreement.

15.2 The City will notify unit employees and the PBA Chief Negotiator, within 30 days, of any potential changes to the City's health insurance benefits that would increase the employee's payroll deductions.

ARTICLE 16

PAID TIME OFF

16.1 The City furnishes paid time off (PTO) to all full-time unit employees. PTO is to be used for vacation, medical absence leave and other paid leave for the purposes set forth below. PTO shall not count as hours worked for the purpose of calculating or paying overtime compensation, unless it meets the criteria established in Article 7.

Eligibility/Administration

16.2 In any situation in which a medical absence will exceed three (3) days due to illness of the employee or other person, the City may require written certification from a treating physician so that a determination may be made as to eligibility for PTO.

16.3 Employees who are absent for reasons covered under the Florida Workers' Compensation Law are permitted to use available PTO for any days for which they do not receive wage loss benefits under Workers' Compensation Law. If an employee uses PTO for all or any part of the first seven (7) calendar days of an absence covered by Workers' Compensation for which he collects wage loss benefits, such employee shall reimburse the City for the PTO paid and his PTO account will be credited accordingly.

16.4 In addition to an employee's own earned PTO time, all unit employees who have completed six (6) months of employment are eligible for participation in the PTO Exchange Program.

16.5 Newly hired employees accrue PTO time, but are not permitted to take PTO leave during their first 90 days of service.

16.6 PTO time is not earned during an unpaid leave of absence, but is earned during PTO leave or other paid absences.

16.7 PTO time will not accrue once an employee has reached the maximum accrual permitted in Section 16.19.

16.8 During PTO for illness an employee must maintain daily contact with his immediate supervisor (or make suitable arrangements) in order for the supervisor to know the employee's estimated date of return to work. Usage of PTO for illness is contingent upon maintenance of regular contact. If the PTO for illness qualifies as leave under FMLA, the employee must maintain regular contact with Human Resources.

16.9 Depending on the length and circumstances of an employee's illness or disability, the City may require a physician's written release before the employee may return to work.

16.10 A supervisor may send an employee home due to illness in order to maintain a healthy workplace. The time off will be charged to the employee's accrued PTO. If the employee does not have a sufficient balance in his PTO account, or other leave accruals, this time shall be charged as leave without pay.

16.11 All accruals formerly known as sick leave banks or long-term banks have been frozen and must be used in the event of need for medical absence leave as defined in this article, until exhausted, before any other available benefit is used for that purpose.

Scheduling

16.12 PTO leave shall be scheduled and taken as approved by the employee's immediate supervisor and scheduling administrator. PTO time shall be requested through a scheduling software in advance, and may be denied if not timely made, if granting PTO would leave the Department understaffed, or if scheduled work cannot be performed in absence of the employee.

16.13 Preference in selection of dates may be granted by the supervisor either on a first request basis or on length of service.

16.14 If a City-paid holiday falls during an employee's PTO, the holiday will not be counted as PTO taken.

16.15 No pay advance will be permitted prior to an employee taking PTO.

16.16 PTO pay shall be based on the employee's base hourly rate of pay applicable at the time the PTO is taken.

16.17 The Chief of Police has final authority to approve or disapprove PTO leave. The City acknowledges a distinction in this regard between requests for PTO vacation or other personal use and for PTO for illness or injury.

Accrual

16.18 PTO entitlement shall accrue for each full-time employee from the employee's date of hire at the following rates:

Years of Service	PTO hours based on 2210 annual hours	Hours per pay period
0-5	195.5	7.519
6	204	7.846
7	212.5	8.173
8	221	8.500
9	229.5	8.827
10	238	9.154
11	242.25	9.317
12	246.5	9.481
13	250.75	9.644
14	255	9.808
15	259.25	9.971

Years of Service	PTO hours based on 2210 annual hours	Hours per pay period
16	263.5	10.135
17	267.75	10.298
18	272	10.462
19	276.25	10.625
20+	280.5	10.788

Maximum Accrual Permitted

16.19 Unused PTO may be accrued to a maximum of 595 hours.

PTO Sell-Back

16.20 Those employees who desire to sell PTO leave hours back to the City rather than use them are allowed to do so under the following guidelines:

- a. The employee must complete a written request in a form acceptable to Human Resources.
- b. A maximum of one hundred and seventy (170) hours may be sold back to the City in any one fiscal year, paid at the unit member's base hourly rate of pay.
- c. A minimum of eight (8) hours must be sold on each occasion.
- d. An employee may only sell to the City the same number of hours (or less) of PTO time that the employee has used as paid time off away from work during the twelve (12) month period preceding the request for PTO sell-back.
- e. Employees may exercise this option a maximum of two (2) times a fiscal year.
- f. Payment will be made in a supplemental check in the next regular pay period or in a contribution to the employee's deferred compensation account, at the option of the employee, subject to any applicable plan limitations.

PTO Donation and Exchange Policy

16.21 The City has established a plan whereby employees are able to donate some of their PTO leave to another employee who has none.

All unit employees are eligible to participate after successfully completing six months of employment. The purpose of the PTO leave exchange policy is to provide time off with pay for employees during periods of personal prolonged illness, accident, or injury not otherwise compensated by the City. The following are the guidelines for the use of this policy:

a. Donated PTO hours are to be used for illness, accident, injury or maternity only for employees or as necessary to provide care for immediate family (i.e., spouse, children or other dependents living in the same household). This usage must be approved, in advance, by the City Manager.

b. Donations shall come from the Long-Term Bank (formerly Sick Leave) until all available time has been exhausted. Additional donations shall then be drawn from the accumulated PTO.

c. An employee shall be eligible to request the assistance of donated PTO leave when:

- (1) All accrued time has been exhausted; and
- (2) Employee has been absent for at least fourteen (14) calendar days in either paid or unpaid leave status, relating to the same condition.

d. Employees who have been instructed by a physician to return to work on a limited basis (such as every other day or less than their regularly scheduled shift) shall be eligible for PTO donation provided they otherwise qualify pursuant to paragraph c above.

e. Each request for assistance from the PTO exchange program must be verifiable. (Example: Notification to the Human Resources Department by the Department Head and the ability to receive confirmation from the doctor treating the illness or injury.)

f. Upon approval, by virtue of the conditions being met, the Human Resources Department will notify all departments of an employee's need for PTO or LTB donations.

g. Any employee wishing to donate PTO leave will need to complete the necessary form in the Human Resources Department allowing a transfer of PTO leave from their account to the needy party's account.

h. All donations must be in even amounts. (Example: 4, 7 or 9 hours; fractional donations are not acceptable.)

i. The minimum donation allowed shall be four (4) hours.

j. The hours donated will not be taken from the donor's account until they are actually used.

Leaving In “Good Standing”

16.22 To leave in “good standing” for purposes of Section 16.23 of this Article, an employee who resigns must provide the City with a minimum of two weeks’ written notice; return all City equipment and keys in good condition ordinary wear and tear excepted; and provide the City with a forwarding address. Human Resources will invite the employee to participate in an Exit Interview. An employee who is discharged for any reason related to discipline or work performance does not leave in good standing.

Benefits on Termination

16.23 a. Long-Term Bank (formerly known as Sick Leave). Any employee who leaves in good standing shall be entitled to payment of one-half of their accumulated and unused Long-Term Bank up to a maximum of 200 hours. Any employee who separates because of death or retirement shall be entitled to payment of one-half of their accumulated and unused Long-Term Bank up to a maximum of 400 hours.

b. Paid Time Off (PTO). Any employee who leaves in good standing or because of death or retirement shall be entitled to payment of their accumulated and unused PTO not to exceed 446 hours.

ARTICLE 17

HOLIDAYS

17.1 The following days are recognized as City holidays:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King Jr. Day	Third Monday in January
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Friday after Thanksgiving Day
Christmas Eve	December 24
Christmas Day	December 25
One Personal Floating Holiday	To be selected by employee

The Floating Holiday is intended to be used to observe days of personal significance such as religious holidays, birthdays, weddings or other special occasions. The Floating Holiday is only available to employees in the calendar year (January 1 through December 31) following their date of hire. Employees must schedule this day each year with their supervisor as far in advance as possible. Failure to take a floating holiday within a calendar year will result in loss of that day.

17.2 For positions which are part of a 24/7 operation (such as road patrol) the holiday will be observed on the actual holiday. Positions which normally work Monday-Friday (such as CID, code enforcement, motors, etc.) will be observed on the City observed holiday.

17.3 All unit employees are eligible for holiday pay. Holiday pay shall be the equivalent of one regularly scheduled shift at the eligible employee's straight time base hourly rate.

17.4 To be eligible for holiday pay, an employee must work the last regularly scheduled shift preceding the holiday and the first regularly scheduled shift following the holiday, unless the absence is approved in advance by his supervisor. An employee who separates from the City or commences an unpaid leave of absence on the last scheduled shift preceding or on the first shift following a holiday will not receive holiday pay.

17.5 If a holiday falls during an employee's scheduled and approved PTO, the holiday will be observed, the employee will receive holiday pay, and the holiday will not count as PTO.

17.6 The Department may require any employee to work on a holiday. Any employee required to work on a holiday will be paid at one and one-half times his regular hourly rate for the hours worked, and will receive the equivalent of one (1) regularly scheduled shift of pay at his base hourly rate for the holiday. If an employee otherwise eligible is required or scheduled for work on a holiday, but fails to report or perform the assigned work, he shall forfeit holiday pay.

for the unworked holiday, unless such failure is because of illness or death in the immediate family or because of other similar good cause as evidenced by written certification of a physician or other proof as requested by the City.

17.7 Holiday pay shall be considered hours worked for the purpose of calculating overtime compensation.

17.8 In the event the City determines to observe a day other than the above-listed days as a City-wide holiday, that day will be treated under this Article as a holiday but only so long as the City observes it as a City-wide holiday.

ARTICLE 18
OUTSIDE EMPLOYMENT

18.1 The City permits unit employees to accept employment with other employers, or to engage in other paying work, provided that at all times City employment shall be the primary compensated work activity of unit employees. All unit employees will be required to report for duty when called, regardless of other work or employment. At no time may any unit employee use his position with the City or his uniform for any personal advantage. At no time can other employment or any other work activity of a unit employee interfere with the performance of work for the City or create any conflict of interest affecting the City or the employment with the City of such unit employee. No off-duty work will take place while the employee is receiving PTO for any medical leave-related purpose related to illness of or injury to any person or wage loss benefits attributable to City employment. Exceptions may be made to this if an employee's medical restrictions cannot be accommodated by the City. Such exceptions must be approved by the Chief of Police with the concurrence of the Human Resources Department. It is understood that no employee will be covered by worker's compensation benefits attributable to City employment as a result of any accident or injury incurred during off-duty employment. No employee shall utilize other on-duty City employees, City paid time, or City equipment, facilities or vehicles in connection with any off-duty employment.

18.2 Unit employees who intend to accept any form of non-City employment or independent contractor relationship shall complete and deliver to the Chief of Police the form attached as Appendix "A-3".

ARTICLE 19
LEGAL PROCEEDINGS

19.1 Employees who are required to serve during scheduled duty as witnesses for the City, or responding to legal processes resulting from performance of duties in any judicial or administrative proceeding, or who are required to serve during scheduled duty as witnesses for any party under a valid and lawfully served subpoena in connection with any non-personal matter which arose from the course or scope of their employment, shall be given time off with pay to serve, and shall return to duty immediately upon completion of such service, so long as at least one (1) hour of their work hours or shift is still in effect.

19.2 Employees who are required to serve in any capacity as noted in 19.1 during times other than their scheduled duty time shall be paid a minimum of three (3) hours at their base hourly rate or for the actual hours of time, whichever greater, spent by them at the courthouse or other required place of attendance. All such paid time must be documented by the employee.

19.3 All witness fees payable to an employee for or in connection with such service must be endorsed and tendered to the City by the affected employee as a condition to being paid by the City for the time taken off for witness service under the foregoing language of this article.

19.4 Actual time spent by an employee serving in the above noted legal proceedings, regardless of whether the employee is on scheduled duty during such time; and actual time spent serving as a witness under a valid and lawfully served subpoena for any party in connection with any non-personal matter which arose from the course or scope of the employment of such employee, shall be counted as hours worked for purposes of computing statutory overtime under the overtime regulations promulgated under the Fair Labor Standards Act.

ARTICLE 20
SAFETY AND HEALTH

20.1 The City and the Association agree to cooperate in making continuing efforts to eliminate accidents and health hazards and in the enforcement of City rules and regulations relating to safety.

20.2 The parties agree that the Association may appoint one individual to sit as a member of any safety committee of the City now existing or which may hereafter exist during the term of this Agreement. The individual appointed by the Association shall have the same decision making and voting rights as any other committee member. Such individual may participate in committee meetings while on duty without loss of pay if such meetings are scheduled while he is on duty. Time required to attend the Safety Committee while off-duty shall be considered as hours worked and compensated accordingly.

20.3 The Chief of Police shall give good faith consideration to implementation of any recommendation made by any such committee during the term of this Agreement, which relates to any functions or duties of unit personnel.

20.4 The City shall furnish each unit employee who so requests, fifty rounds of sidearm ammunition, twice per calendar year (100 total), so that the unit employee may practice with his sidearm. The ammunition shall be supplied by the quartermaster or approved supervisor. The rounds must be expended at an approved firing range and that training must be documented for the unit employee's training record.

ARTICLE 21

EMPLOYEE RIGHTS

21.1 The Parties agree not to interfere with the right of any eligible employee to become a member of the Association, withdraw from membership from the Association, or refrain from becoming a member of the Association.

21.2 Each employee covered by this Agreement shall have the right to inspect his official personnel file, provided, however, that such inspection shall take place during working hours at the location where the official personnel file is kept. The City adheres to Florida Statute 119 and ensures that exempt or confidential information is not disclosed when a request is made to view an employee's official personnel file, except as otherwise permitted by law. A reasonable effort will be made to inform employees when a request is made to view their personnel file by anyone not employed by the City.

21.3 Employees covered by this Agreement shall have the right to file a written response to any letter of reprimand or other derogatory document which is placed in the employee's official personnel file as a result of supervisory action or citizen complaint. At the employee's request, any such written response shall be included in the employee's official personnel file together with the specific derogatory document against which it is directed.

21.4 The City agrees to allow each employee who is a registered voter and is scheduled to work on the day and during the hours of a general election reasonable time off with pay to vote. Voting time will be scheduled in the discretion of Department management so as to not interfere with work.

ARTICLE 22
MANAGEMENT RIGHTS

22.1 It is the right of the City of Leesburg to determine unilaterally the purpose of the City of Leesburg Police Department, to set standards of services to be offered to the public, to exercise control and discretion over the operations of the City of Leesburg Police Department and to direct its employees in that Department.

ARTICLE 23
GRIEVANCE AND ARBITRATION PROCEDURE

23.1 Members of the bargaining unit will follow all written and verbal orders given by superiors even if such orders are alleged to be in conflict with this Agreement. Compliance with such orders will not prejudice the right to file a grievance within the time limits contained herein, nor shall compliance affect the ultimate resolution of the grievance. An employee covered by this Agreement shall have the right to be represented, or refrain from exercising the right to be represented in the grievance procedure. Nothing in this section shall be construed to prevent any employee from presenting his own grievances, and having such grievances adjusted without the intervention of the Association, provided the adjustment is consistent with the terms of this Agreement.

23.2 The Association may at its own discretion choose not to represent an employee pursuing a grievance who is not a dues paying member of the Association or whose grievance in the opinion of the Association is without merit. The Association shall not have liability to an affected unit employee on any claim of such employee which may arise out of any adjustment or lack thereof relating to any grievance or arbitration which was processed without representation by a duly recognized Association representative.

23.3 A grievance may be submitted by the Association as the exclusive representative of unit employees covered by this Agreement as a "Class Grievance", which is defined as a grievance which is general in nature and affects more than one employee regarding the same subject. An Association Staff Representative shall sign the Class Grievance on behalf of the affected unit employees. If a Class Grievance is alleged to affect less than the entire unit, each affected individual must be named in the initial filing. A Class Grievance shall be submitted at Step 2 (Chief of Police) within seven (7) business days of the Association's knowledge of the occurrence of the action giving rise to the grievance.

23.4 A "grievance" is a claimed violation of this Agreement. No grievance will or need be entertained or processed unless prepared in writing in the manner described herein, and unless filed in the manner provided herein within the time limit prescribed herein. A grievance may be filed by either a bargaining unit employee ("employee" as used herein being understood to include the plural for purposes of this Article) or by the Association. Grievances are limited to claims which are dependent for resolution exclusively upon interpretation or application of one or more express provisions of this Agreement. The City need not entertain or process under this article and may refuse to entertain or process any dispute, claim or complaint or other matter not meeting this definition.

23.5 Grievances will be processed in the following manner and strictly in accordance with the following stated time limits.

Step 1: An aggrieved employee or the Association shall present in writing the grievance to the aggrieved employee's commander within his chain of command within seven (7) business days of the aggrieved employee's or Association's knowledge of the occurrence of the action giving rise to the grievance. The commander shall reach a decision and communicate it in writing to the grievant within seven (7) business days from the date the grievance was presented to him. The failure of the aggrieved employee or the Association to make the grievance known in writing to the commander within seven (7) business days of such knowledge of the occurrence of the action giving rise to the grievance shall constitute a final and conclusive bar on the merits of the grievance. The phrase "action giving rise to the grievance" shall include a final decision made by a representative of the City which results at a later time in the action which is the subject of the grievance.

Step 2: If the grievance is not fully resolved at the first step, the aggrieved employee or Association may forward the written grievance to the Chief of Police within seven (7) business days of receipt of the answer provided in Step 1. If there is a meeting involved in this step, an Association representative may attend. The City shall notify the aggrieved employee and the Association of the Chief's decision within seven (7) business days following the meeting.

Step 3: If the grievance is not resolved with finality in Step 2, the aggrieved employee or Association may forward the written grievance to the City Manager within seven (7) business days of receipt of the answer provided in Step 2. The City Manager and the aggrieved employee and/or Association will meet at mutual convenience but no later than seven (7) business days from the date the grievance was presented at Step 3. The decision of the City Manager shall be determinative of the grievance, subject to the provisions in Article 23.6 on arbitration. Such decision shall be furnished to the Association in writing within seven (7) business days following the meeting.

23.6 ARBITRATION

a. If the grievance is not resolved by the foregoing grievance procedure, the Association, within fourteen (14) calendar days after its receipt of the decision of the City Manager in Step 3, may give to the City, by hand delivery or by registered or certified mail, a written notice of its desire to submit the matter to arbitration; said written notice to include a written statement of the position of the Association with respect to the arbitral issues.

b. The parties agree to an Expedited Arbitration Procedure in every case, unless one or both of the parties object to the Expedited Arbitration Procedure, in writing. Arbitrators will abide by the rules set forth in the Federal Mediation and Conciliation Service (FMCS) Expedited Arbitration procedure. Where one or both parties have objected to the Expedited Arbitration, the process will be through the regular arbitration procedure. In the event that a transcript of a hearing is requested, before an arbitrator is prepared, the party ordering the transcript shall pay the cost thereof. In the event more than one party desires a copy of the

transcript, the cost of said transcript will be prorated and paid in proportion to the number of parties requesting the transcript.

c. Within fourteen (14) calendar days from receipt of such notice, the parties shall select an arbitrator. In the event the parties fail to agree on an arbitrator, the Association shall, within fourteen (14) calendar days, request a list of seven (7) qualified arbitrators from the FMCS. The City shall be copied on the request. The Association and then the City will alternately eliminate one at a time from said list of names or persons not acceptable until only one remains and this person will be the arbitrator. A coin toss will determine which party has the right to first strike arbitrators.

d. As promptly as possible after the arbitrator has been selected, he shall conduct a hearing between the parties and consider the grievance. The decision of the arbitrator will be served upon the employee or employees aggrieved and upon the City and the Association in writing. It shall be the obligation of the arbitrator to rule within twenty-one (21) calendar days after the hearing.

e. The expense of the arbitration, including the fee and expenses of the arbitrator, shall be paid by the losing party. Each party shall be exclusively responsible for compensating its own representatives and witnesses. In the event the witnesses are City employees, and their testimony is relevant, they shall be relieved from their normal duties for the purpose of their testimony with no loss of pay. At the conclusion of their normal scheduled duty hours, the City will not be liable for payment of overtime.

f. The submission to the arbitrator shall be based exclusively on the written grievance as submitted in Step 1 (or Step 2 in the case of a Class Grievance) of the grievance procedure, and shall include a copy of this Agreement.

g. The power and authority of the arbitrator shall be strictly limited to determination and interpretation of the express terms of this Agreement. He shall not have the authority to add to or subtract from or modify any of said terms, or to limit or impair any right that is reserved by this Agreement, by statute or otherwise to the City or the Association or the employees, or to establish or change any wages or rate of pay in this Agreement. The arbitrator shall have the exclusive authority to rule on issue(s) of arbitrability.

h. No decision of any arbitrator or of the City in one case shall create a basis for retroactive adjustment in any other case.

i. In settlement or resolution by arbitration of any grievance resulting in retroactive adjustment, including back wages, such adjustment shall be limited to a maximum of fourteen (14) calendar days prior to the date of the filing of the grievance at Step 1 (or Step 2 in the case of a Class Grievance).

j. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned from the City, less any unemployment compensation or

compensation from any other sources that he received during the period for which the back pay was awarded.

k. The decision of the arbitrator is final and binding on both parties, and the grievance shall be considered permanently resolved, subject to any judicial relief available to either party under Florida law. Upon receipt of the arbitrator's decision, corrective action, if any, will be implemented as soon as possible, but in any event no later than fourteen (14) working days after receipt of the decision, unless a party intends to challenge the decision.

l. It is agreed, with respect to this grievance and arbitration procedure, that:

(1) It is the intent of the parties that grievances must be raised at the earliest possible time. Any grievance, in order to be entertained and processed, must be submitted in writing at Step 1 (or in the case of Class Grievance Step 2) within seven (7) business days after initial knowledge of the action allegedly giving rise to the grievance, which means, as indicated in Step 1 above, within seven (7) business days after knowledge of a final decision which results in the action which is the subject of the grievance.

(2) A matter otherwise constituting a grievance not presented at the appropriate step within the time limit prescribed and in compliance with paragraph 1 above shall be conclusively barred on the merits following expiration of the prescribed time limit. Such a time-barred grievance need not be entertained or processed, and only factual disputes as to timing will be the subject of any arbitration resulting from the matter. A grievance which is for any reason not advanced to Step 2 or to arbitration within the time limits prescribed herein for such advancement shall be similarly permanently withdrawn and barred. Failure on the part of the City to respond within the time limit set forth at any step shall require the aggrieved employee or Association to proceed to the next step or to arbitration, and failure on the part of the aggrieved employee or Association to so proceed within the time limit after expiration of the time limit for the City's response shall cause the matter to be barred as set forth in this paragraph.

(3) A time limit at any stage of the grievance procedure may be extended by written mutual Agreement of the Association and the City.

(4) All grievances shall be dated and signed by the aggrieved employee or Association representative. Any decision rendered shall be in writing and shall be dated and signed by the City's representative at that step.

(5) In any grievance there shall be set forth in space provided on the grievance form or on attachments, if necessary, all of the following:

- (i) a complete statement of the grievance and facts upon which it is based;
- (ii) the section or sections of this Agreement claimed to have been violated; and
- (iii) the remedy or correction requested.

(6) Unless mutually agreed, all grievance hearings will be during working hours.

(7) Any grievances filed on behalf of or for the benefit of any employee or employees must specifically name all such employees, or class/unit of employees such as all unit members assigned to Patrol, and may not be amended after progression to Step 2 to add names. No monetary or other relief shall be granted or awarded to any employee not so named. The only exception to this is that if the Association claims that a grievance affects the entire unit (Class Grievance), it may describe the unit generally.

(8) In all cases requiring the aggrieved employee or the Association to timely present or advance a grievance to a designated City official, hand delivery during normal business hours, Monday through Friday, except holidays hereunder, to the office of that official shall be sufficient for compliance with prescribed time limits if the designated official is not personally available for service.

ARTICLE 24
DRUG TESTING

24.1 The Association agrees to the current City of Leesburg Drug Free Workplace Policy (the "Policy") approved by the City Commission on May 28, 1991, and in effect from November 20, 1991. Should the City desire to modify, change or amend the existing drug testing policy affecting unit employees, the parties agree to meet and bargain the impact of such modifications, changes or amendments to the policy prior to implementation.

ARTICLE 25

WORK RULES

25.1 Employees shall be required to observe and comply with the written regulations governing their employment as set forth in the City of Leesburg Personnel Policies manual, the City of Leesburg Police Department Rules, and Regulations, Operating Procedures and General Orders manual, current Department procedures and such special and general orders and written communications as issued from time to time, commonly referred to as Standard Operating Procedures and the Chief's Directives as they may be amended from time to time, not in conflict with this Agreement.

25.2 Employees shall be required to observe and comply with such additional or supplemental rules and regulations promulgated and published by the Chief of the Police Department, provided that such rules and regulations shall not be contrary to any of the provisions of this Agreement. No disciplinary action will be taken for violation of a posted rule or regulation until at least five (5) business days after posting. The posting of additional or supplemental rules will be on Power DMS, not in conflict with this agreement.

25.3 All unit members shall be furnished with all written rules, policies or regulations specifically pertaining to the Police Department, at least seven (7) calendar days in advance of being held accountable for said changes.

ARTICLE 26
REPRODUCTION OF AGREEMENT

26.1 The City will publish an electronic copy of this Agreement and the City of Leesburg Personnel Policies and Procedures and Police Department Rules and Regulations, as issued and/or amended, to Power DMS for unit members and the Association's Chief Negotiator. The City shall give Power DMS access to the PBA Chief Negotiator, so that he may review the policies and make appropriate comments to the City.

ARTICLE 27
NOTICE

27.1 Any notice to be given under this Agreement shall be given by email and/or certified mail. A written reply, from the receiver, acknowledging receipt is required to verify delivery of any notice. If notice is given by the Association to the City, it shall be addressed to the Director of Human Resources, City Hall, Post Office Box 490630, Leesburg, Florida 34749-0630; and any such notice if given by the City to the Association shall be addressed to the Association's Chief Negotiator of the Florida Police Benevolent Association, Inc., 300 East Brevard Street, Tallahassee, Florida 32301, or to the Chief Negotiator's mailing address (including email address) on file with the City.

ARTICLE 28
SAVINGS

28.1 If any article of this Agreement or any portion of any article is ruled to be illegal or otherwise invalid, either as to language or application, by any Court or other tribunal having jurisdiction of the parties and this Agreement, such ruling shall not invalidate the remaining articles and portions of articles of this Agreement.

ARTICLE 29
NO STRIKE

29.1 Neither the Association nor any of its employees or agents nor members covered by this Agreement, nor any other employees covered by the Agreement, will authorize, instigate, condone, promote, support, or engage in any strike, work slow-down, work stoppage, or other prohibited activities as defined in Section 447.203(6), Florida Statutes.

29.2 Any or all employees covered by this Agreement who violate any provision of law prohibiting strikes or of this Article will be subject to disciplinary action up to and including termination, and any such action by the Employer shall not be subject to the grievance procedure established herein.

29.3 Nothing in this Article shall interfere with or affect the application of Section 447.507, Florida Statutes.

ARTICLE 30
FUNERAL LEAVE

30.1 When a death occurs in a unit employee's immediate family, defined as the employee's spouse, mother, father, legal guardian, mother-in-law, father-in-law, step parents, son, daughter, son-in-law, daughter-in-law, step children, brother, sister, grandparent (including great grandparents as long as documentation showing relationship is provided), grandchildren or dependents living in the same household, the employee may, upon request, be excused and paid for up to three (3) work days to attend a funeral. Employees may, when necessary, use PTO or LTB, if available, to extend funeral leave for a funeral out of state. Payment shall be at the regular base rate.

30.2 An employee will not receive funeral pay when it duplicates pay received for time not worked for any other reason.

30.3 Paid funeral leave shall not be considered hours worked for the purpose of calculating overtime.

ARTICLE 31
CITY OF LEESBURG MUNICIPAL POLICE OFFICERS' PENSION TRUST FUND

31.1 The parties agree that the City will continue participation in the City of Leesburg Municipal Police Officers' Pension Trust Fund (the "Plan"), which was adopted in Chapter 17, Article IV of the City's Code of Ordinances.

31.2 The multiplier used to calculate the police pension shall be as follows:

Three and a quarter percent (3.25%) for all years of service for all members who retire on or after October 1, 2025. This retroactive change shall apply to all current, sworn members including all DROP participants.

31.3 The parties agree that the DROP shall be extended from sixty (60) months to a maximum of ninety-six (96) months, based upon the election of the bargaining unit member. The member may elect to complete less than ninety-six (96) months if they so desire.

31.4 The foregoing changes will apply only to eligible sworn personnel who are employed by the City as such upon full implementation of the changes, and not to any person not employed at such time or who enters the DROP plan prior to such implementation.

31.5 All Premium Insurance Revenues derived from Chapter 185, received by the City, during the term of this Agreement shall be used exclusively by the City to fund the benefits first, and second, the incurred unfunded liability of the City of Leesburg Municipal Police Officers' Pension Trust Fund.

31.6 Unit employees who retire under the provisions of normal retirement shall, upon the last day of employment, be awarded their service sidearm and retirement credentials.

31.7 For each fiscal year, the Pension Board shall set aside three thousand five hundred dollars (\$3,500) for the PBA to use at their sole discretion to conduct pension surveys. The Chairman of the Police Pension Board must review the survey request prior to it being submitted to the Pension's Actuary, to ensure the request will not exceed the allotted amount, and the administrative process is being followed. The Union and the City can agree to a study in the excess of \$3,500 provided the Union shall cover any amount above the allotted amount in this section. Any pension study request shall be made by the Chief Labor Negotiator for the Union to Pension Board Chairman as designated by the Board.

31.8 Effective October 1st, 2026, normal retirement shall be defined as twenty-five (25) years of service and age fifty (50) years old.

ARTICLE 32

GENERAL PROVISIONS

32.1 The City agrees to continue to provide unit employees with life insurance in the amount of fifty-thousand dollars (\$50,000) with one-hundred percent (100%) of the premium paid by the City upon completion of 90 days full-time employment with the City.

32.2 The City agrees to continue to provide unit employees with accidental death and dismemberment insurance per State statute with one-hundred percent (100%) of the premium paid by the City upon completion of 90 days full time employment with the City.

32.3 The City agrees to pay fifty percent (50%) of the monthly fee for the employee and spouse to participate in a wellness program provided through one of the City-approved health and fitness clubs. There will be no attendance requirements, and membership can only be cancelled during open enrollment.

32.4 Unit employees may be reimbursed for the loss or damage to personal property, provided such loss occurs during performance of a job duty and is caused by an act or event not the fault of the employee, such as, for example, an altercation begun by an arrestee. All such reimbursements are subject to the following restrictions:

a. The maximum reimbursement for items of personal necessity (including, but not limited to, non-prescription eyewear watches and hearing aids) shall be one-hundred-fifty (\$150) dollars, except that prescription eyewear shall be reimbursed up to a maximum of three hundred (\$300) dollars.

b. The maximum reimbursement for all other personal property shall be one hundred (\$100) dollars.

c. Requests for reimbursement for the loss of or damage to personal property must be made within the shift in which the loss or damage occurs, unless mitigating circumstances such as an injury prevent the employee from doing so. In these situations, the employee has five (5) work days to make the request for reimbursement.

d. To aid in establishing the amount to be reimbursed, the employee will be required to provide to the City the receipt for the replacement article.

e. Reimbursement for lost or damaged personal property must be approved by the Chief of Police or his designee. The Chief of Police may approve reimbursement beyond the limits established by this section if he feels that such action is warranted by extraordinary circumstances.

32.5 TAKE-HOME VEHICLE PROGRAM — The City agrees to continue the Police Department Take-Home Vehicle Program under the provisions of General Order 19-2, Section 4.4, A through H. Any changes to the program will require the City to notify and meet with the Association and negotiate the impact of such proposed changes.

32.6 Footwear. The City will provide \$150, per fiscal year (October 1 – September 30), for approved footwear. The footwear stipend will be paid on the pay period immediately following October 1.

32.7 Computer Purchases. Eligible unit employees will have the benefit of the City's Employee Computer Purchase Plan (Personnel Policy #705) to the same extent as other eligible General Fund City employees.

ARTICLE 33
MILITARY LEAVE

- 33.1 All unit employees will have the benefits outlined in the City's Military Leave Policy (Personnel Policy #390).

ARTICLE 34 COMPENSATION

34.1 Effective October 1, 2026, the below wage ranges are adopted.

For Fiscal Year 2026-2027, all bargaining unit members shall receive an eight percent (8%) General Wage Increase (GWI) in base pay or a pay increase to the new minimum pay. Unit members with six months or greater sworn law enforcement service with the Leesburg Police Department shall make a minimum of \$70,900.

For Fiscal Year 2027-2028, all bargaining unit members shall receive a five percent (5%) General Wage Increase (GWI) in base pay or a pay increase to the new minimum pay. Unit members with six months or greater sworn law enforcement service with the Leesburg Police Department shall make a minimum of \$74,450.

The annual maximum of each salary range shall be advanced as outlined in the below tables:

In the event the City hires a law enforcement officer with previous experience from an agency of similar size or larger, the Chief may grant an additional base pay of up to fifteen percent (15%).

Fiscal Year 2026 – 2027

Position	Hourly Min	Hourly Max	Annual Min	Annual Max
Police Officer/Detective 300	\$31.77	\$40.42	\$70,211.70	\$89,328.20
Senior Police Officer/Detective 302	\$34.44	\$48.75	\$76,112.40	\$107,737.50
Police Corporal/Detective Corporal 304	\$36.16	\$54.16	\$79,913.60	\$119,693.60
Police Sergeant/Detective Sergeant 306	\$40.61	\$61.35	\$89,748.10	\$135,583.50

Fiscal Year 2027 – 2028

Position	Hourly Min	Hourly Max	Annual Min	Annual Max
Police Officer/Detective 300	\$33.36	\$42.44	\$73,725.60	\$93,792.40
Senior Police Officer/Detective 302	\$36.16	\$51.19	\$79,913.60	\$113,129.90
Police Corporal/Detective Corporal 304	\$37.97	\$56.87	\$83,913.70	\$125,682.70
Police Sergeant/Detective Sergeant 306	\$42.64	\$64.42	\$94,234.40	\$142,368.20

34.2 The parties agree to re-open this Agreement for Fiscal Year 2028-2029 (beginning October 1, 2028, and ending September 30, 2029). Such negotiations must begin no later than June 1 of the preceding fiscal year and notice must be given under Article 27 of this Agreement.

34.3 Should the increases adopted above result in a unit member being placed above the maximum, the unit member shall receive the difference of the GWI as applied and the maximum wage range in the form of a bonus check paid in the first full pay period of October. Said payment is to be treated as pensionable income.

34.4 Accrual Maximum Rate: Pursuant to the terms in Article 16, earned payments made for PTO accruals shall be paid at the employee's current rate of pay up to the maximum amount provided for in Article 16.19.

34.5 Education Incentive. Each employee covered by this Agreement and entitled to Educational Incentive Pay under guidelines established by the State of Florida for the completion of certain educational courses related to his job as a law enforcement officer shall continue to be so entitled, subject to the following: should the State of Florida Education Incentive Pay program be altered, amended or ended, that will be binding on the parties.

34.6 Specialty Pay

a. Special Weapons And Tactics Team - Each unit employee that is a member of the Leesburg Police Department's Special Weapons And Tactics Team shall continue to receive additional specialty pay in the amount of two-percent (2%) above said employee's current base rate of pay, provided, however, this shall apply only so long as an employee is a member, and such additional specialty pay shall cease upon cessation of membership for any reason.

b. Field Training Officer (FTO) shall receive one (1) additional hour of PTO per each shift while training a probationary unit member. The PTO hour will be added to the FTO's accrual bank and available to use on the pay period following submission.

c. Field Training Officer (FTO) Supervisor shall receive an incentive pay in the amount of \$1,250 annually and will be paid as an "add pay" in the amount of \$48.08 bi-weekly and will not be included in the base pay of any unit employee.

d. K-9 Trainer shall receive an incentive pay in the amount of \$1,250 annually and will be paid as an "add pay" in the amount of \$48.08 bi-weekly and will not be included in the base pay of any unit employee.

e. Emergency Medical Technician (EMT) Incentive - To receive such pay, unit employees must have received EMT specialized training and maintain their EMT certification. The unit member shall submit a copy of his EMT certificate to the Chief of Police. The EMT incentive pay shall be \$1,250 annually and will be paid as an "add pay" in the amount of \$48.08 bi-weekly and will not be included in the base pay of any unit employee.

34.7 Clothing Allowance. Each unit employee assigned to non-uniform assignments (i.e. Detective) shall receive a clothing allowance in the amount of one thousand five hundred dollars (\$1,500.00) annually, paid on the first pay period for the new fiscal year. Clothing allowance for employees temporarily assigned to such non-uniformed assignments shall be prorated for the time assigned to non-uniform duties (i.e. 6-month assignment shall receive \$750.00). Unit employees promoted, reclassified, or transferred to a non-uniform assignment shall receive the clothing allowance calculated on remaining quarters in the fiscal year at three-hundred seventy-five dollars (\$375.00) per quarter. Unit employees assigned to light duty shall not be entitled to the clothing allowance during the period of such assignment. Clothing allowance payments are considered taxable income to the employee.

34.8 K-9 Allowance. The position of K-9 handler performs work related to the care of departmental dogs outside of their normally scheduled hours. The City recognizes that this time is compensable under the provisions of the Fair Labor Standards Act and will be paid in accordance with the following:

a. Employees assigned to K-9 duty will be paid for the care of departmental dogs done after their normally scheduled work hours. The parties to this Agreement concur that an average of three-and-one-half (3.5) hours per week is spent on such duties. K-9 handlers will be paid at their regular hourly rate of pay for completion of such duties and such hours will be considered as part of the K-9 handlers normally scheduled work hours.

34.9 Holiday Bonus. Should the City grant holiday bonuses City-wide to City employees outside the bargaining unit in any fiscal year during the term of this agreement, unit employees shall receive the same bonus, provided it shall set no precedent or status quo for any future bonus.

34.10 Out of Classification Pay. Any employee of the bargaining unit required to temporarily fill and assume the duties of a higher classification position for a period greater than eighty (80) consecutive hours shall receive a five percent (5%) salary increase. The affected employee's out of classification pay will begin the first scheduled workday after the absence of the higher classified employee for eighty (80) consecutive hours. The employee receiving out of classification pay will return to his regular salary upon return of the higher classified employee to work.

34.11 On Call/Standby Pay. Unit members placed on standby/on-call shall receive twenty-five dollars (\$25) per day while on such status.

34.12 Shift Differential. Bargaining unit members who work between the hours of 1800 and 0600, shall be paid a shift differential of one dollar (\$1.00) per hour for all time worked.

ARTICLE 35
PROMOTIONS AND CAREER LADDER WITHIN UNIT

35.1 Promotions and other progressions within the bargaining unit will take place in accordance with the provisions of General Order No. 15-1, titled “Promotional Process – Senior Officer, Corporal, and Sergeant”, and this Agreement. The parties agree that non-substantive changes may be made without negotiation; however, any substantive changes shall be subject to negotiations.

35.2 Career Ladder – Duty Assignment change from Officer to Detective

:1 A minimum of three (3) years of sworn law enforcement experience with two (2) years of current and continuous service with the Leesburg Police Department or a minimum of five (5) years as a certified police officer with another police agency and three (3) years’ experience as a police investigator and have completed the Leesburg Police Department’s FTO program, and

:2 Documented demonstrated performance in handling crime scenes and investigations

:3 Selection of Top Three (3) Candidates by Chief of Police, unless appointed from outside the agency.

35.3 Criteria for re-classification to Senior Officer/Senior Detective (Alternative Career Ladder)

:1 A minimum of four (4) years of sworn law enforcement experience with one (1) year of current and continuous service with the Leesburg Police Department and at least one of the following options.

:2 Option 1 – Maximum Salary Incentive Courses (480) hours or;

:3 Option 2 – Attainment of an Associate Degree, or the equivalent of sixty (60) college hours, or higher from Nationally or Regionally Accredited School or;

:4 Options 3 – Combination of Salary Incentive and College education equivalent to 480 hours. Each three (3) semester hours of education will be equivalent to one (1) forty (40) hour Salary Incentive Course or;

:5 Option 4 – A combination of Salary incentive Courses (minimum of 240 hours), College education and/or Community Service (minimum of 240 hours) for a total of a minimum of 480 hours. Community Service work to be pre-approved by the Chief of Police or his designee, Non-paid Community Service hours are one (1) hour of service equals 1.5 hours credited to Community Service with a maximum of 240 hours credited. Each three (3) semester hours of education will be equivalent to one (1) forty (40) hour Salary Incentive Course.

:6 In addition to the above, must have performance evaluations consistently meeting or exceeding Department standards.

:7 May not be on new-hire probation.

:8 Endorsement by the Chief of Police

35.4 Corporal – The City shall maintain the rank of Corporal and the criteria for promotion to the rank of Corporal is as follows:

:1 A minimum of four (4) years of sworn law enforcement experience with two (2) years of current and continuous service with the Leesburg Police Department immediately prior to the examination, and at least one of the following options.

:2 480 hours of Salary Incentive courses to include Line Supervision or Police Instructor Techniques or;

:3 An Associate Degree, or the equivalent of sixty (60) college hours or more, or higher from Nationally or Regionally Accredited School.

:4 Participated and completed successfully in the currently posted Promotional Assessment Process and is currently rated as one of the top three (3) candidates for promotion.

:5 In addition to the above, must have performance evaluations consistently meeting or exceeding Department standards.

35.5 Sergeant – Criteria for the promotion to the rank of Sergeant is as follows:

:1 A minimum of four (4) years of sworn law enforcement experience with the Leesburg Police Department with three (3) years of current and continuous service and at least one of the following options

:2 480 hours of Salary Incentive courses to include Line Supervision or Police Instructor Techniques and a minimum of twelve (12) hours of college credits for course work or;

:3 An Associate Degree or higher from Nationally or Regionally Accredited School.

:4 Participated and completed successfully in the currently posted Promotional Assessment Process and is currently rated as one of the top three (3) candidates for promotion.

:5 In addition to the above, must have performance evaluations consistently meeting or exceeding Department standards.

35.6 Selection for Corporal or Sergeant promotions must meet the criteria above and in addition, the successful candidate will be selected from among the top three (3) candidates by the Chief of Police. Should the top candidate(s) be passed over, the Chief or their designee may be requested by the candidate, to meet in person and discuss reasons why the candidate(s) were not selected and recommendation(s) as to how to improve on the deficit(s).

35.7 Upon written announcement of the testing for the Corporal and/or Sergeant ranks, the City shall provide a list of relevant study materials from which the written portion of the examination process shall be taken, to each qualified applicant within at least thirty (30) days from the testing date.

Any industry standard publications, textbooks, periodicals and/or manuals utilized to prepare portions of the written examination may be obtained through available resources by the candidate, as they deem necessary and/or appropriate.

35.8 Scoring shall be consistent with the process identified in General Order No. 15-1. The parties agree that non-substantive changes may be made without negotiation; however, any substantive changes shall be subject to negotiations.

35.9 The eligibility list shall be effective for a twelve (12) month period after completion of the promotional process unless the qualified eligibility list contains three (3) or less candidates, in which case the Chief shall have the discretion to require a new round of testing.

35.10 Final approval of the successful candidate shall be made by the Chief of Police with concurrence of the City Manager.

35.11 Unit members promoted to the ranks of Corporal or Sergeant shall serve a probationary period of three (3) months. If during the probationary period, a documented unsatisfactory performance does not improve, the probationary member may be returned to the rank that he held prior to his promotion. The discretion to return a unit member to his former rank shall be the Chief's, subject to Article 23.

35.12 Unit members receiving a promotion to Senior Officer, Corporal, or Sergeant shall receive an increase of five percent (5%) to base pay or the minimum of the new pay range, whichever is greater.

ARTICLE 36

DURATION

SECTION 1 - Duration

This agreement shall take effect in accordance with Section 447.309(1), Florida Statutes, on October 1, 2026, and shall terminate and expire on September 30, 2029. It shall not renew automatically.

SECTION 2 – Re-Openers

The City and the Association agree that for the Fiscal Year 2028 - 2029, each party has the right to reopen up to one (1) article in addition to Article 34.

SECTION 3 – Memorandum of Understanding/Settlements

The parties recognize that during the term of this Agreement situations may arise which require that terms and conditions not specifically and clearly set forth in the Agreement must be clarified or amended. Under such circumstances, the Association is specifically authorized by bargaining unit members to enter into the settlement of grievance disputes or memorandum of understanding that clarifies or amends this Agreement, without having to be ratified by bargaining unit members.

IN WITNESS HEREOF, the parties have signed this **AGREEMENT** to be effective as of October 1, 2026.

Ratified this ____ day of _____, 2026

CITY OF LEESBURG, FLORIDA

By:

Mayor

ATTEST:

J. Andi Purvis, City Clerk

Ratified this ____ day of _____, 2026

**FLORIDA POLICE BENEVOLENT
ASSOCIATION, INC.**

By:

George J. Corwine, Chief Labor Negotiator
Florida Police Benevolent Association

ATTEST:

David McClain
Leesburg PD Representative

APPENDIX “A-1”

*

DUES CHECK-OFF AUTHORIZATION I, _____ <i>(Full Name – Print)</i> _____ <i>(Social Security Number)</i> an employee of the _____ <i>(Employee Agency)</i> authorize you, as my Employer, to deduct from my regular salary, membership dues as established by the Florida Police Benevolent Association, Inc. Please begin my deduction with the first pay period following the date this authorization form is received by the Employer, and continue said deduction until: 1) revoked by me at any time upon 30 days written notice to my Employer, or 2) termination of my employment. Deductions made pursuant to this authorization shall be transmitted to the FLORIDA POLICE BENEVOLENT ASSOCIATION, INC. My signature hereon is authorization to release my social security number when reporting dues deductions. _____ <i>Signature</i> _____ <i>Date</i>

After filling out these forms, please fold this information to the inside with the Postage Paid Business Reply Mail Panel on the outside. Tape the edges to protect your personal information and then drop in the mail box.

*Current membership dues deduction application/form used by PBA

APPENDIX “A-2”

**REVOCATION OF PAYROLL DEDUCTION AUTHORIZATION FOR ASSOCIATION
DUES OF FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.**

I hereby revoke my previous written authorization for the withholding and forwarding of Association dues and uniform assessments, if any, and I hereby instruct the City of Leesburg to stop deducting from my wages all such monies.

Received by Human Resources Department on:

Date

By: _____

Employee Signature

Date

Payroll Number

APPENDIX "A-3"

NOTIFICATION OF SECONDARY EMPLOYMENT

I, _____, in accordance to the City of Leesburg Policy No. 515, Conflict of Interest and Outside Employment, which was effective February 1, 2011, *An employee engaging in outside work or employment shall disclose the source of such employment, the scope and nature of the relationship between the employee and the source of earnings or income from such employment, as well as the anticipated quantity of hours worked and the time of day those hours will be worked in a written, sworn (notarized) statement to his Department Head (with a second copy to be provided to Human Resources). This statement shall be submitted and approved by the Department Head prior to commencement of work, when practical. This shall be updated by the employee whenever conditions of outside employment change (source of earnings or income, number of hours worked, new employment, etc.).*

Work part-time or flex position at: _____. This job is done on my off hours working _____ hours per week or month; during _____ time of day. The scope of my duties are:

Employee Signature

Date

Employee's Address

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ (date) by _____ (name of person acknowledging), who is personally known to me or who has produced _____ (type of identification) as identification and who did (did not) take an oath.

(Signature of Person Taking Acknowledgement)

(Name of Acknowledger Typed, Printed or Stamped)

(Title or Rank)

(Serial Number, if any)

(NOTARY'S SEAL)

Department Head Signature

Date

APPENDIX "A-4"

**PBA COLLECTIVE BARGAINING AGREEMENT
GRIEVANCE FORM**

Step 1 2 3 Class Action (circle appropriate step)

Employee's Name/PBA: _____ Class Title: _____

Employee #: _____ Department: _____

Business Telephone: _____ Division: _____

Unit: _____

NATURE OF GRIEVANCE

(involving interpretation or application of specific provisions of the Collective Bargaining Agreement)

DATE ACT OR CONDITION OCCURRED: _____ Day of _____, 20__.

ARTICLE and SECTION OF AGREEMENT: (which has allegedly been violated) _____

REMEDY: _____

IS PBA REPRESENTATION DESIRED ☐ Yes ☐ No

If so, name of representative: _____

Representatives Business Telephone: _____

FOR Class Action GRIEVANCES ONLY - I have been designated by the following named employees to act as spokesperson and be responsible for processing the above grievance in their behalf:

SIGNED: _____ Date Submitted: _____

SUBMITTED TO: Name _____ Class Title: _____

(If space is insufficient to write complete information, attach a separate sheet.)

Managements response:
(Attached reason for Denial)

____ Grievance accepted in whole.
____ Grievance accepted in part.
____ Grievance rejected.

Manager's Signature: _____

Date Delivered to Grievant: _____

Copy

Unit Member

PBA

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.C.2.

Meeting Date: June 22, 2026

From: Al Minner, (City Manager)

Subject: Selection of Voting Delegate for the Florida League of Cities 2026 Conference

Staff Recommendation:

Analysis:

The Florida League of Cities Annual Conference will be held at the Diplomat Beach Resort in Hollywood, Florida, from August 13 - 15, 2026. This conference will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

Each municipality designates one person to be its voting delegate.

Election of League leadership and adoption of resolutions are undertaken during the business meeting at the conference. The voting delegate from each municipality will make decisions that determine the direction of the League.

Procurement Analysis:

None

Options:

1. Appoint voting delegate for the Florida League of Cities Annual Conference; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

None



To: Key Official

From: Eryn Alcorn, Florida League of Cities

Date: June 18, 2026

Subject: 2026 Annual Conference Voting Delegate Information

The Florida League of Cities Annual Conference will be held at the Diplomat Beach Resort in Hollywood, Florida, from August 13-15, 2026. This conference will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

We ask that each member municipality sending delegates to the Annual Conference **designate one elected official to serve as its Voting Delegate** and cast the municipality's votes at the Annual Business Meeting which will be held on **Saturday, August 15, 2026**. The Voting Delegate designated by each municipality will vote on all official business matters brought before the League membership and requiring a vote during the Business Meeting. Matters such as the election of League leadership, adoption of resolutions and any other official business matters affecting the League may be voted on during the Business Meeting.

In accordance with the League's by-laws, the number of votes allocated to each municipality is determined based upon population. The League will use the latest Florida Estimates of Population as published by the University of Florida, Bureau of Economic and Business Research.

Annual Conference registration materials were sent to each municipality via the League's e-newsletter and are available online at flcities.com.

If you have any questions about voting delegates, please email ealcorn@flcities.com.
Voting delegate forms must be received by the League no later than July 31, 2026.

Attachments: Form Designating Voting Delegate



**2026 Annual Conference
Florida League of Cities, Inc.
August 13-15, 2026
Hollywood, Florida**

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities designate one of its elected officials to cast the municipality's votes at the Annual Business Meeting. League By-Laws require each municipality to select one person to serve as the municipality's Voting Delegate.

*Municipalities do not need to adopt a resolution to designate a voting delegate. Instead, please fill out this form and return it to the League office so that your voting delegate may be properly identified. **Voting delegate forms must be received by the League no later than July 31, 2026.***

Designation of Voting Delegate

Name of Voting Delegate: _____

Title: _____

Delegate Email: _____

Municipality of: _____

AUTHORIZED BY:

Name

Title

Return this form to:

Eryn Alcorn
Florida League of Cities, Inc.
Post Office Box 1757
Tallahassee, FL 32302-1757
Email: ecalcorn@flcities.com

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.D.1.

Meeting Date: June 22, 2026

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

Subject: Resolution of the U.S. Highway 441/27 Community Redevelopment Agency of the City of Leesburg, Florida authorizing the Chairperson and Secretary to execute a resolution approving Fiscal Year 2026 Façade Sign, and Landscape Grant Awards; and providing an effective date. (FSL Grants U.S. 441/27 2026).

Staff Recommendation:

Staff recommends approval of the attached request for funding of the annual Façade, Sign and Landscape Grant program for the projects located within U.S. Highway 441/27 Community Redevelopment Agency.

Analysis:

The purpose of this program is to offer local businesses the opportunity to apply for grant funds to enhance the aesthetics of their properties, thereby beautifying the City of Leesburg's major corridors. The City of Leesburg has received four (4) more grant applications in the U.S. Highway 441/27 CRA. After review, staff is recommending funding shown in the attached Exhibit A. All construction is required to be completed within one (1) year of approval of the grant.

Procurement Analysis:

N/A

Options:

1. Approve the recommendation for funding the Façade, Sign and Landscape Grant program in the U.S. Highway 441/27 CRA as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The total cost of the funding proposed within this request is **\$56,948.85**. Funds are available in the current U.S. Highway 441/27 CRA budget..

Account No.	018-6191-559-8214
Project No.	CRASFP
Budget	\$538,962.00
Available	\$235,836.16

RESOLUTION NO. _____

**RESOLUTION OF THE U.S. HIGHWAY 441/27 COMMUNITY
REDEVELOPMENT AGENCY OF THE CITY OF LEESBURG, FLORIDA
AUTHORIZING THE CHAIRPERSON AND SECRETARY TO EXECUTE A
RESOLUTION APPROVING FISCAL YEAR 2026 FAÇADE SIGN, AND
LANDSCAPE GRANT AWARDS; AND PROVIDING AN EFFECTIVE DATE.
(FSL GRANTS U.S. 441/27 2026).**

**BE IT RESOLVED BY THE U.S. HIGHWAY 441/27 COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF LEESBURG, FLORIDA:**

THAT the U.S. Highway 441/27 CRA hereby authorizes staff to execute FSL Grant Awards in the amount of \$56,948.85, as shown in attached Exhibit A, pursuant to the requirements of the Façade, Sign and Landscape Grant Program.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the U.S. Highway 441/27 Community Redevelopment Agency of the City of Leesburg, Florida, at a regular meeting held on the 22nd day of June 2026.

Mayor

ATTEST:

City Clerk

EXHIBIT A**RECOMMENDED FUNDING FSL GRANTS IN 27 441 CRA 2026**

Project #	Project Name	Improvements	General Location	CRA	REC FUNDING
SGA-26-1003	CWC Legacy Center	Monument Sign	1434 W. Main St	27 441 CRA	\$22,816.00
SGA-26-1004	Liquor Land	Wall Sign	1333 South 14 th Street	27 441 CRA	\$3,915.00
SGA-26-2016	Willy Buck's Backyard Grill	Monument Sign, Digital Board	1317 South 14th Street	27 441 CRA	\$15,802.16
SGA-26-1020	Hampton's Auto Service	Exterior Painting, Fencing	2323 South 14 th Street	27 441 CRA	\$14,415.69

TOTAL = \$56,948.85

SEA-26-1016

FSL GRANT APPLICATION
FAÇADE IMPROVEMENT GRANT PROGRAM

1. Project Location (Address of Property to be improved)

1317 South 14th Street, Leesburg, FL 34748

Assessor Parcel Number(s): _____

Name of Business(es) in Project Willy Buck's Backyard Grill

Building Frontage Measurement of Project: _____

2. Applicant Information:

Name: Michael Brown

Mailing Address: 1217 Vanderway Lane

City: Lady Lake State: FL Zip: 32159

Phone: 772-278-6246

Email: Michael@willybucks.com

Do you Own, Rent or Lease the subject property? Lease

*If you are not the owner, the owner will need to co-sign this application. *

3. Businesses or Services Offered on Site:

Quick Service Food "Smash Burger BBQ"

4. Description of Proposed Improvements:

Signage Marquee and on building replace w/ Digital signage along w/ Drive-thru

Improve landscaping, Paint exterior walls, put correct handicap parking

in place w/ signage and painted. Flower beds replaced, obsolete poles removed.
Front Door ~~Replaced~~ (Double Door) Replaced.

5. Please identify ways in which this project supports the Overlay District Concepts

Uplift of the neighborhood, Fresh new concept to the area.

Restoration of a historic family owned restaurant.

Very Visually appealing!

6. Submittals - Applications must include the following materials, if applicable, for consideration by the City:

- Photos of the Project
- Business Description
- Sign and/or Awning Renderings
- Color Samples

○ Architectural Concepts – If Applicable

Estimated Costs and Timing: Please provide copies of three vendor bids/estimates or other documentation of cost estimates for all project work.

- a. Window or Door Replacement: 4200 Front Double Doors
- b. Exterior paint or siding: Paint exterior walls and front \$3.5K
- c. Signage: Replace Signage \$18K (marquee) \$1000 on building Drive thru \$27,000
- d. Exterior Lighting: Replace lights \$600
- e. Façade/Exterior Architectural Improvements: _____
- f. Architectural/Design Fees: _____
- g. Landscape/Hardscape Improvements: Refresh landscape \$1200
- h. Awnings or Shutters: _____
- i. Building Permit/Planning Fees: _____
- j. Other Proposed Improvements (specify): Hardscap spec signage
- k. and painting 2 concrete poles removed in front.
- l. _____
- m. _____

Building was built in 1962.

TOTAL ESTIMATED COST: \$54,200.00

ESTIMATED COMPLETION DATE: August 23rd or (Mid July)

SIGNATURES

Signed: [Signature]
Applicant and/or Property Owner

Date: 5/6/26

Printed Name: Michael Brown

Signed: Ying Liu
Property Owner If Required

Date: 5/6/26

Printed Name: Ying Liu

HOLIDAY CLOSURE In observance of Memorial Day, our offices will be closed on Monday, May 25th.
We will resume regular business hours on Tuesday, May 26th.

PROPERTY RECORD CARD

General Information

Name:	LIU YING	Alternate Key:	1293235
Mailing Address:	1872 RIDGE VALLEY ST CLERMONT, FL 34711 Update Mailing Address	Parcel Number: 1	34-19-24-0001-000-00101
		Millage Group and City:	00L3 Leesburg
		2025 Total Certified Millage Rate:	15.9477
		Trash/Recycling/Water/Info:	My Public Services Map 1
Property Location:	1317 S 14TH ST LEESBURG FL, 34748	Property Name:	-- Submit Property Name 1
		School Information:	School Locator & Bus Stop Map 1 School Boundary Maps 1
Property Description:	FROM NE COR OF SEC RUN W TO W R/W OF HWY 27, S ALONG R/W 588 FT FOR POB. RUN S 130 FT, W 140 FT, N 130 FT, E 140 FT TO POB ORB 5644 PG 2156		
NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.			

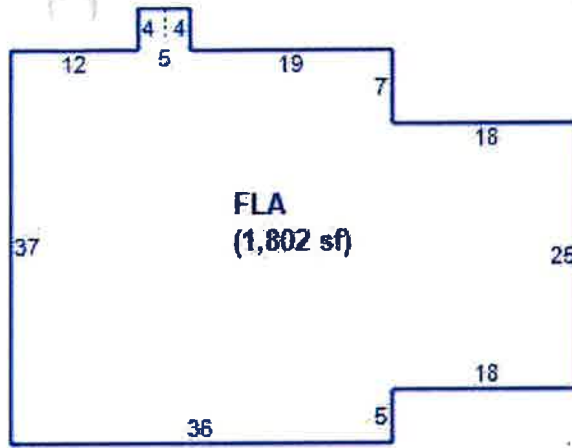
Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	RESTAURANT - DRIVE-IN (2200)	0	0		15282.000	Square Feet	\$145,424.00	\$145,424.00
				Click here for Zoning Info 1 FEMA Flood Map				

Commercial Building(s)

Building 1

Commercial	Building Value: \$155,650.00		
	Building Use: FAST FOOD/DRIVE THRU (22C)		
	Structure Type:		
Summary		Section(s)	
Year Built:	1962	Section Type	No. Stories Ground Floor Area
Total Effective Area:	1802	FINISHED LIVING AREA (FLA)	1.00 1802
Full Bathrooms:	1		
Half Bathrooms:	1	View Larger	
Elevators:	0		
Elevator Landings:	0		
Residential Units:	0		
Kitchens:	0		
Fireplaces:	0		



Miscellaneous Improvements

No.	Type	No. Units	Unit Type	Year	Depreciated Value
1	PAVING (CPAV1)	5000	SF	1961	\$4,050.00
2	PAVING (CPAV1)	2000	SF	1976	\$1,620.00

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. [Follow this link to search all documents by owner's name.](#)

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
5644 / 2156	02/11/2021	Warranty Deed	Qualified	Improved	\$325,000.00
5644 / 2154	02/10/2021	Warranty Deed	Qualified	Improved	\$300,000.00
5531 / 634	08/19/2020	Warranty Deed	Qualified	Improved	\$240,000.00
601 / 2299	01/01/1975	Misc Deed/Document	Qualified	Improved	\$102,600.00

[Click here to search for mortgages, liens, and other legal documents.](#) [i](#)

Values and Estimated Ad Valorem Taxes [i](#)

Values shown are 2026 Working Values. If you need a 2025 Property Record Card, please contact our office.

The Market Value listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$306,744	\$306,744	\$306,744	5.0254	\$1,541.51
SCHOOL BOARD STATE	\$306,744	\$306,744	\$306,744	3.0870	\$946.92
SCHOOL BOARD LOCAL	\$306,744	\$306,744	\$306,744	2.9980	\$919.62
LAKE COUNTY WATER DISTRICT	\$306,744	\$306,744	\$306,744	0.2940	\$90.18
NORTH LAKE HOSPITAL DIST	\$306,744	\$306,744	\$306,744	0.3859	\$118.37

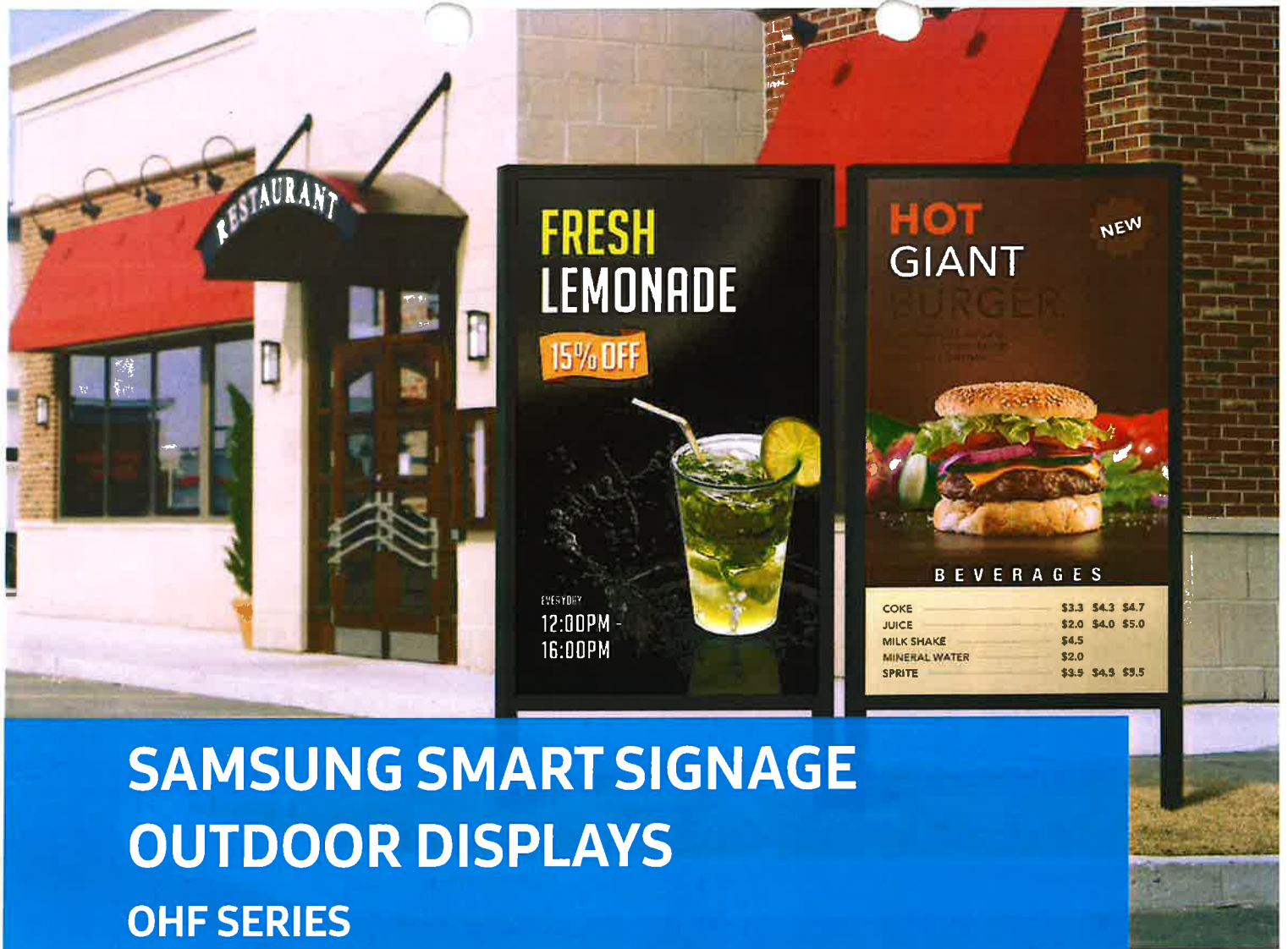
ST JOHNS RIVER FL WATER MGMT DIST	\$306,744	\$306,744	\$306,744	0.1793	\$55.00
CITY OF LEESBURG	\$306,744	\$306,744	\$306,744	3.4752	\$1,066.00
LAKE COUNTY MSTU AMBULANCE	\$306,744	\$306,744	\$306,744	0.4629	\$141.99
LAKE COUNTY VOTED DEBT SERVICE	\$306,744	\$306,744	\$306,744	0.0400	\$12.27
				Total:	Total:
				15.9477	\$4,891.86

Exemptions Information

This property is benefitting from the following exemptions with a checkmark ✓

Homestead Exemption (first exemption up to \$25,000)	Learn More View the Law
Additional Homestead Exemption (up to an additional \$25,000)	Learn More View the Law
Limited Income Senior Exemption (applied to county millage - up to \$50,000)	Learn More View the Law
Limited Income Senior Exemption (applied to city millage - up to \$25,000)	Learn More View the Law
Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	Learn More View the Law
Widow / Widower Exemption (up to \$5,000)	Learn More View the Law
Blind Exemption (up to \$500)	Learn More View the Law
Disability Exemption (up to \$5,000)	Learn More View the Law
Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Disability Exemption (\$5,000)	Learn More View the Law
Veteran's Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Combat Related Disability Exemption (amount varies)	Learn More View the Law
Deployed Servicemember Exemption (amount varies)	Learn More View the Law
First Responder Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Surviving Spouse of First Responder Exemption (amount varies)	Learn More View the Law
Conservation Exemption (amount varies)	Learn More View the Law
Tangible Personal Property Exemption (up to \$25,000)	Learn More View the Law
Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	Learn More View the Law
Economic Development Exemption	Learn More View the Law
Government Exemption (amount varies)	Learn More View the Law

NOTE: Information on this Property Record Card is compiled and used by the Lake County Property Appraiser for the sole purpose of ad valorem property tax assessment administration in accordance with the Florida Constitution, Statutes, and Administrative Code. The Lake County Property Appraiser makes no representations or warranties regarding the completeness and accuracy of the data herein, its use or interpretation, the fee or beneficial/equitable title ownership or encumbrances of the property, and assumes no liability associated with its use or misuse. See the posted [Site Notice](#).



SAMSUNG SMART SIGNAGE OUTDOOR DISPLAYS OHF SERIES

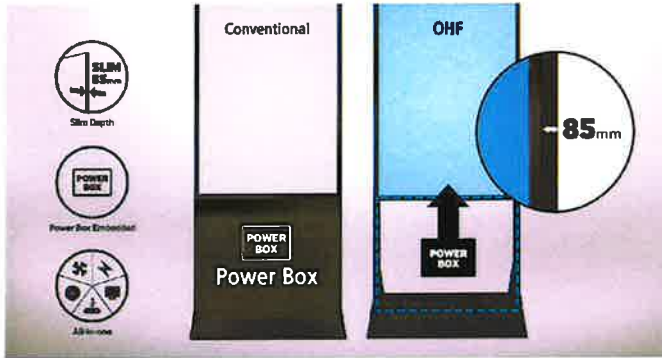
A powerful all-inclusive outdoor signage solution for business messaging

Samsung OHF Series SMART Signage delivers an all-inclusive outdoor signage solution that is completely equipped for virtually any environment. Featuring a slim 85mm depth display, along with the added convenience of an embedded power box, Samsung OHF Series have been built to ensure durability, flexibility, and the ability to operate 24/7 in extreme temperatures. And with 2,500 nit brightness, a 5,000:1 contrast ratio, and anti-reflection glass, businesses can ensure their messages are showcased almost anytime or anywhere.

HIGHLIGHTS

- Find convenience in an all-in-one solution with an embedded power box and network hub, along with an ultra slim depth of 85mm
- Allow a high level of endurance equivalent to IK10
- Rely on extra durability for 24/7 operation in any environment from -30°C to 50°C with IP56 Ingress Protection
- Attain a filter-less self-cooling system enabling easy maintenance and reduced TCO.
- Engage viewers with excellent visibility under direct sunlight through 2,500 nit High Brightness and anti-reflection glass.
- Attain an advanced content management solution by using SSSP 4.0 powered by TIZEN.

KEY FEATURES



OUTDOOR SIGNAGE WITH SIMPLIFIED INSTALLATION AND MAINTENANCE, PLUS AN ALL-ENCOMPASSING ARRAY OF PRE-ASSEMBLED FEATURES

OHF Series is conveniently and easily installed, designed and operated with a thin, all-in-one solution, which comes in a package which includes ingress protection, anti-reflection technology, an embedded power box, vandalism protection and a highly efficient cooling system. In addition, the embedded power box helps to condense operational components to the point where an ultra slim depth of 85mm can be attained. In addition, the embedded network hub and Wi-Fi functionality helps reduce TCO by avoiding the need for a router when linking products and allows for simple connection and easy installation, while reducing any concerns over radiant heat and waterproof capability.



ROBUST IK10* LEVEL OF ENDURANCE AGAINST EXTERNAL IMPACTS

Advanced display protection is provided through the 5 mm (0.19 in.) tempered Magic Glass featuring durability that is IK10-certified (European strength test), further referencing its robust level of strength that can endure external impacts. In addition, a gap between the Magic Glass and the LCD panel prevents LCD breakage when the protection glass is broken.

*IK rating refers to the degree of resistance against external impacts on a scale of 0 to 10, where 10 indicates the highest level of protection.

* Dual Protection Glass can be applied for stronger resistance if required.



CAPTIVATE AUDIENCES WITH EXCELLENT VISIBILITY

• High Visibility

OHF Series displays feature innovative Magic Glass, TUV Certified Image Quality and an Auto Brightness Sensor to optimize brightness in order to optimally convey messaging to virtually any viewer. These powerful displays also feature circular polarizing technology that eliminates display blindness caused by polarized sunglasses. OHF Series captivate viewers with superior messaging clarity delivered with high 2,500 nit brightness and 5,000:1 high contrast ratio in all inches above 24.

• Reflection Prevention

Greater content visibility is achieved under a combination of high brightness, lower reflection and high contrast ratio. The Magic Glass of the OHF Series that is in front of the displays' LCD panels removes the protection glass reflection, making the displayed images richer and clearer under direct sunlight.

KEY FEATURES



POSSESSING A SELF-COOLING SYSTEM WITH NO NEED FOR FILTER OR MAINTENANCE

Samsung's OHF Series comes complete with an advanced cooling system with heat exchanger, supported by advanced thermal control functionality. This enhances the overall efficiency in terms of both management and cost through its filter-less system. The system revolutionizes outdoor signage design, abandoning the thick enclosures to accommodate a full display package.



OPERATE RELIABLY IN VIRTUALLY ANY ENVIRONMENT

To deal with dust, moisture and other environmental variables that can damage your outdoor signage and impede operation, OHF Series ensure a high level of ingress defense with IP56 level protection that extends throughout the entire display.

As heat is a major factor due to outdoor signage being exposed to sunlight, operation of OHF Series has been made possible in temperatures that range from -30°C (-22°F) to 50°C (122°F) through a self-cooling system, allowing for a level of durability that can sustain 24/7 operations while negating the need for additional air conditioning systems.



VESA-COMPLIANT FOR SIMPLIFIED MOUNTING

The OHF Series comes complete with additional brackets (optional), in order to accommodate Standard VESA usage. Due to being VESA-compliant, the OHF series gives you the power and flexibility to mount your display according to your needs and without having to purchase a specific brand or model of wall mount. (Only applicable to 46" and 55")



OFFERING ROBUST OPTIONS FOR CONTENT CREATION, MANAGEMENT TOOLS

Samsung's MagicInfo Player S4 empowers users with a new graphic engine applied to their signage that boosts the overall display performance while ensuring a seamless transition of content. It also operates as an advanced content management solution that can allow you to play media files, set and edit media playback schedules, and much more. MagicInfo Player S4 is robust enough to enable large organizations to manage multiple digital signage through an integrated single server and also remotely monitor and manage it from a centralized location.

DESIGN / DIMENSION

OHF (46", 55", 75", 85")

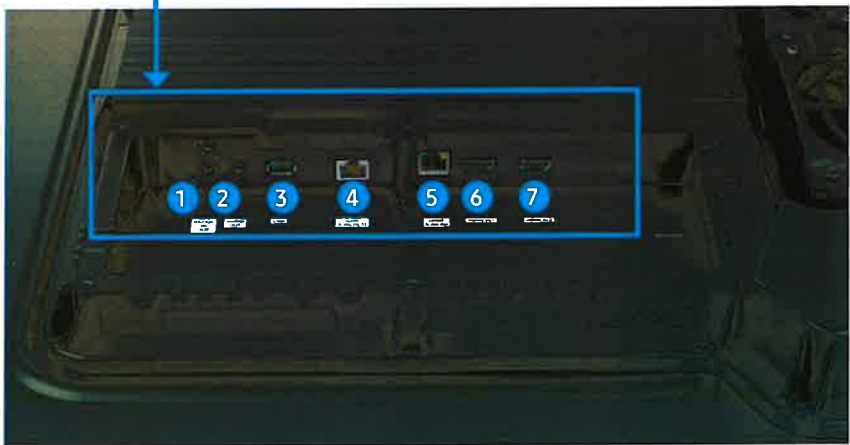
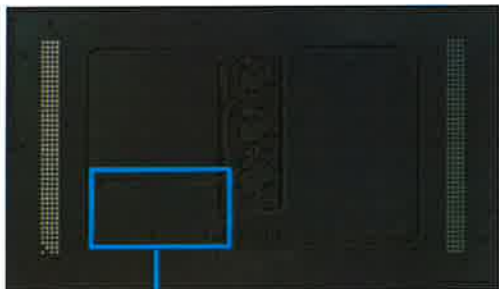


FRONT



BACK

CONNECTIVITIES



1. RS232C IN OUT
2. AUDIO OUT
3. USB
4. RJ45(LAN OUT)
5. HDBT(LAN IN)
6. HDMI IN1
7. HDMI IN2

SPECIFICATIONS

OHF (46", 55", 75", 85")

MODEL			OH46F	OH55F	OH75F	OH85F
Panel	Diagonal Size	Class	46	55	75	85
		Measured	45.9" / 116.8cm	54.6" / 138.7cm	74.5" / 189.3cm	84.5" / 214cm
	Type		S-VA	S-VA	S-VA	S-VA / D-LED Local Dim.
	Resolution		1920x1080 (16:9)	1920x1080 (16:9)	1920 x 1080 (16:9)	3840x2160 (16:9)
	Pixel Pitch(mm)		0.530 x 0.530	0.630 x 0.630	0.860 x 0.860	0.488 x 0.488
	Active Display Area(mm)		1018.08(H) x 572.67(V)	1209.60(H) x 680.40(V)	1650.24(H) x 928.26(V)	1872(H) x 1053(V)
	Brightness(Typ.)		2,500 cd/m2	2,500 cd/m2	2,500 cd/m2	2,500 cd/m2
	Contrast Ratio		5,000:1 (TBD)	5,000:1 (TBD)	5,000:1 (TBD)	5,000:1 (TBD)
	Viewing Angle(H/V)		178/178 (TBD)	178/178 (TBD)	178/178 (TBD)	178/178 (TBD)
	Response Time(G-to-G)		6ms	6ms	6ms	6ms (TBD)
	Display Colors		8 bit -16.7M	8 bit -16.7M	8 bit -16.7M	8 bit -16.7M
	Color Gamut		72%	72%	72%	72%
	Operation Hour		24/7	24/7	24/7	24/7
	Haze		0%	0%	0%	0%
Display	Dynamic C/R		100,000:1	100,000:1	100,000:1	100,000:1
	H-Scanning Frequency		108 ~ 139.5 kHz	108 ~ 139.5 kHz	108 ~ 139.5 kHz	30 ~ 81kHz
	V-Scanning Frequency		96 ~ 123 Hz	96 ~ 123 Hz	96 ~ 123 Hz	48 ~ 75Hz
	Maximum Pixel Frequency		297MHz	297MHz	297MHz	594Mhz
Sound	Speaker Type		N/A	N/A	N/A	N/A
Connectivity	INPUT	RGB	N/A	N/A	N/A	DP1.2 (2) @UHD 60Hz
		VIDEO	HDMI 1.4 (2), HDBaseT(LAN Common)	HDMI 1.4 (2), HDBaseT(LAN Common)	HDMI 1.4 (2), HDBaseT(LAN Common)	HDMI 1.4 (2) @UHD 30Hz, HDBaseT
		HDCP	HDCP 2.2	HDCP 2.2	HDCP 2.2	HDCP 2.2(TBD)
		AUDIO	N/A	N/A	N/A	N/A
		USB	USB 2.0 x1	USB 2.0 x1	USB 2.0 x1	USB 2.0 (only for FW update)
	OUTPUT	RGB	N/A	N/A	N/A	N/A
		VIDEO	N/A	N/A	N/A	N/A
		AUDIO	Stereo Mini Jack	Stereo Mini Jack	Stereo Mini Jack	Stereo Mini Jack
		USB	N/A	N/A	N/A	N/A
		Power Out	N/A	N/A	N/A	N/A
	External Control		RS232C (In/Out), RJ45(In/Out), HDBaseT	RS232C (In/Out), RJ45(In/Out), HDBaseT	RS232C (In/Out), RJ45(In/Out), HDBaseT	RS232C (In), RJ45, HDBaseT
	External Sensor		N/A	N/A	N/A	N/A
	Tuner		N/A	N/A	N/A	N/A
Power	Type		Internal	Internal	Internal	Internal
	Power Supply		AC 100 - 240 V~ (+/- 10 %), 50/60 Hz	AC 100 - 240 V~ (+/- 10 %), 50/60 Hz	AC 100 - 240 V~ (+/- 10 %), 50/60 Hz	AC 100 - 240 V~ (+/- 10 %), 50/60 Hz
	Power Consumption	Max[W/h]	TBD	TBD	TBD	1500W (TBD)
		Typical[W/h]	TBD	TBD	TBD	TBD
		BTU(Max)	TBD	TBD	TBD	TBD
		Sleep mode	TBD	TBD	TBD	TBD
	Off mode		TBD	TBD	TBD	TBD

SPECIFICATIONS

OHF (46", 55", 75", 85")

MODEL			OH46F	OH55F	OH75F	OH85F
Mechanical Spec	Dimension (mm)	Set	1069.0 x 623.6 x 85.0 mm	1260.6 x 731.4 x 85.0 mm	TBD	2004 x 1185 x 120
		Package	1156 x 713 x 200 mm	1356 x 845 x 250 mm	TBD	2200 x 1503 x 815 (TBD)
	Weight (kg)	Set	40.5Kg	52.6Kg	TBD	172kg
		Package	44.3Kg	58.1Kg	TBD	222kg (TBD)
	Mounting Hole		995 x 500 (Standard) 1000 x 400 (Optional VESA Wall Mount needed)	1187 x 560 (Standard) 1200 x 400 (Optional VESA Wall Mount needed)	TBD	M5 PEM NUT x13 Hole
	Protection Glass		Yes (5T Tempered Glass)	Yes (5T Tempered Glass)	Yes (5T Tempered Glass)	Yes (5T Tempered Glass)
	Stand Type		N/A	N/A	N/A	N/A
Operation	Bezel Width (mm)		24.9 / 24.9 / 24.9 / 24.9 mm	24.9 / 24.9 / 24.9 / 24.9 mm	TBD	62 / 62 / 62 / 62 mm
	Operating Temperature		-30°C ~ 50°C	-30°C ~ 50°C	-30°C ~ 50°C	-30°C ~ 50°C
	Humidity		10~80%	10~80%	10~80%	10~80%
Feature	IP Certificate		IP56	IP56	IP56	IP56
	Key		Power-box Integrated, IP56 Outdoor, Built-in MagicInfo Player S4, S5SP 4.0	Power-box Integrated, IP56 Outdoor, Built-in MagicInfo Player S4, S5SP 4.0	Power-box Integrated, IP56 Outdoor, Built-in MagicInfo Player S4, S5SP 4.0	Slim High Brightness, IP56 Outdoor Heat Exchanger
	Special		IP56 Certified for Simple Enclosure Outdoor, Protection Glass(IK-10 Level, Anti Graffiti, Infrared Reduce), Polarized Sun Glasses Viewable in any direction, HD Base T for Long Distance Installalling, Portrait /Landscape Installation Support, Lamp Error Detection, Auto Brightness Control with Ambient Brightness Sensor, Temperature Sensor, RJ45 MDC, Auto Source Switching & Recovery, Clock Battery(80hrs Clock Keeping), Kensington Lock	IP56 Certified for Simple Enclosure Outdoor, Protection Glass(IK-10 Level, Anti Graffiti, Infrared Reduce), Polarized Sun Glasses Viewable in any direction, HD Base T for Long Distance Installalling, Portrait /Landscape Installation Support, Lamp Error Detection, Auto Brightness Control with Ambient Brightness Sensor, Temperature Sensor, RJ45 MDC, Auto Source Switching & Recovery, Clock Battery(80hrs Clock Keeping), Kensington Lock	IP56 Certified for Simple Enclosure Outdoor, Protection Glass(IK-10 Level, Anti Graffiti, Infrared Reduce), Polarized Sun Glasses Viewable in any direction, HD Base T for Long Distance Installalling, Portrait /Landscape Installation Support, Lamp Error Detection, Auto Brightness Control with Ambient Brightness Sensor, Temperature Sensor, RJ45 MDC, Auto Source Switching & Recovery, Clock Battery(80hrs Clock Keeping), Kensington Lock	IP56 Certified for Simple Enclosure Outdoor, Protection Glass(IK-10 Level, Anti Graffiti, Infrared Reduce), Polarized Sun Glasses Viewable in any direction, HD Base T for Long Distance Installalling, Portrait /Landscape Installation Support, Lamp Error Detection, Auto Brightness Control with Ambient Brightness Sensor, Temperature Sensor, RJ45 MDC, FHD 4-PRP, Auto Source Switching & Recovery, Clock Battery(80hrs Clock Keeping)
Internal Player (Embedded H/W)	Processor	Processor	Cortex-A12 1.3GHz Quad Core CPU	Cortex-A12 1.3GHz Quad Core CPU	Cortex-A12 1.3GHz Quad Core CPU	
		On-Chip Cache Memory	L1 (I/D) : 32KB / 32KB L2 (Unified) : 1MB	L1 (I/D) : 32KB / 32KB L2 (Unified) : 1MB	L1 (I/D) : 32KB / 32KB L2 (Unified) : 1MB	
		Clock Speed	1.3GHz CPU Quad	1.3GHz CPU Quad	1.3GHz CPU Quad	
	Main Memory Interface	Main Memory Interface	2.5GB 3 channel 96bit DDR3-933 (1866MHz)	2.5GB 3 channel 96bit DDR3-933 (1866MHz)	2.5GB 3 channel 96bit DDR3-933 (1866MHz)	
		Graphics	2D & 3D Graphics Engine - Up to 3840x2160p, 32bpp - Supports OpenGL ES	2D & 3D Graphics Engine - Up to 3840x2160p, 32bpp - Supports OpenGL ES	2D & 3D Graphics Engine - Up to 3840x2160p, 32bpp - Supports OpenGL ES	
		Storage (FDM)	8GB (3.75GB Occupied by O/S, 4.25GB Available,)	8GB (3.75GB Occupied by O/S, 4.25GB Available,)	8GB (3.75GB Occupied by O/S, 4.25GB Available,)	N/A
	Multimedia	Multimedia	Video Decoder - MPEG-1/2/4, H.263, H.264/AVC, UHD H.264/AVC - VC-1, AVS+, HEVC, JPEG, PNG, VP8, VP9 Audio DSP (Decoder) - AC3 (DD), MPEG, DTS and etc.	Video Decoder - MPEG-1/2/4, H.263, H.264/AVC, UHD H.264/AVC - VC-1, AVS+, HEVC, JPEG, PNG, VP8, VP9 Audio DSP (Decoder) - AC3 (DD), MPEG, DTS and etc.	Video Decoder - MPEG-1/2/4, H.263, H.264/AVC, UHD H.264/AVC - VC-1, AVS+, HEVC, JPEG, PNG, VP8, VP9 Audio DSP (Decoder) - AC3 (DD), MPEG, DTS and etc.	
		IO Ports	USB 2.0	USB 2.0	USB 2.0	
		Operating System	Tizen 2.4 (VDLinux)	Tizen 2.4 (VDLinux)	Tizen 2.4 (VDLinux)	

SPECIFICATIONS

OHF (46", 55", 75", 85")

MODEL		OH46F	OH55F	OH75F	OH85F
Certification	Safety	CB : IEC60950-1/ EN60950-1 (EN) UL : cUL60950-1 (GO)	CB : IEC60950-1/ EN60950-1 (EN) UL : cUL60950-1 (GO)	CB : IEC60950-1/ EN60950-1 (EN) UL : cUL60950-1 (GO)	CB : IEC60950-1/ EN60950-1 (EN) UL : cUL60950-1 (GO)
	EMC	CE : EN55022:2006+A1:2007 EN55024:1998+A1:2001+A2:2003 (EN)	CE : EN55022:2006+A1:2007 EN55024:1998+A1:2001+A2:2003 (EN)	CE : EN55022:2006+A1:2007 EN55024:1998+A1:2001+A2:2003 (EN)	CE : EN55022:2006+A1:2007 EN55024:1998+A1:2001+A2:2003 (EN)
	Environment	FCC : Part 15, Subpart B Class A (GO)	FCC : Part 15, Subpart B Class A (GO)	FCC : Part 15, Subpart B Class A (GO)	FCC : Part 15, Subpart B Class A (GO)
Accessories	Included	Quick Setup Guide, Regulatory Guide, Warranty Card, Power Cord, Remote Controller, Batteries	Quick Setup Guide, Regulatory Guide, Warranty Card, Power Cord, Remote Controller, Batteries	Quick Setup Guide, Regulatory Guide, Warranty Card, Power Cord, Remote Controller, Batteries	Quick Setup Guide, Regulatory Guide, Warranty Card, Remote Controller, Batteries
	Optional Media Player	N/A	N/A	N/A	N/A

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SMART SIGNAGE

For more information about Samsung SMART Signage Outdoor Display, visit www.samsung.com/business or www.samsung.com/displaysolutions

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2016-10



Scan this code with your
Smart Phone to download our Mobile Brochure App.



Bring your
message to light



High-quality, turn-key LED display solutions designed to achieve your unique on-premise marketing goals and deliver measurable growth.



LED Display FEATURES



Resolution

High-definition LED panels deliver sharp, vibrant images that command attention, even from a distance.



Customizable

From standard to unique sizes, physical or virtual headers, and even customizable bases, every aspect of your signage is tailored to your business.



Built to Last

With IP65-rated weatherproofing and a solid-state backing, our displays stand strong against the elements.

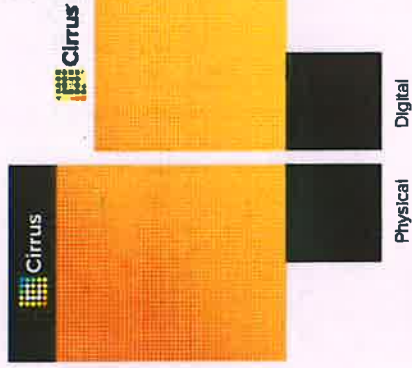


Modularity

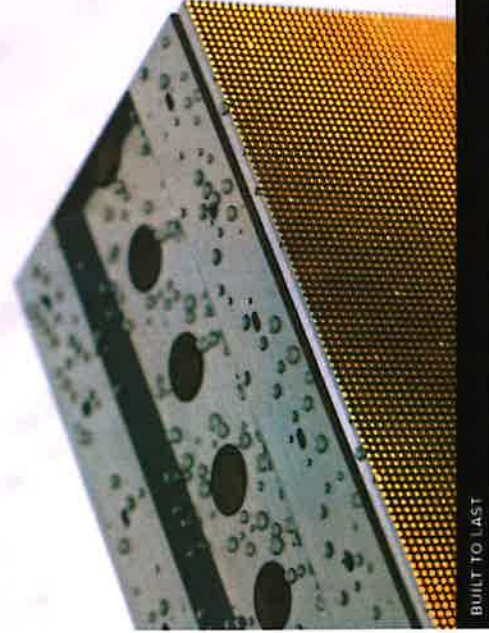
Adaptable configurations allow you to create displays that fit your space and vision perfectly. Expand height, width, or incorporate headers seamlessly.



RESOLUTION



CUSTOMIZABLE HEADERS



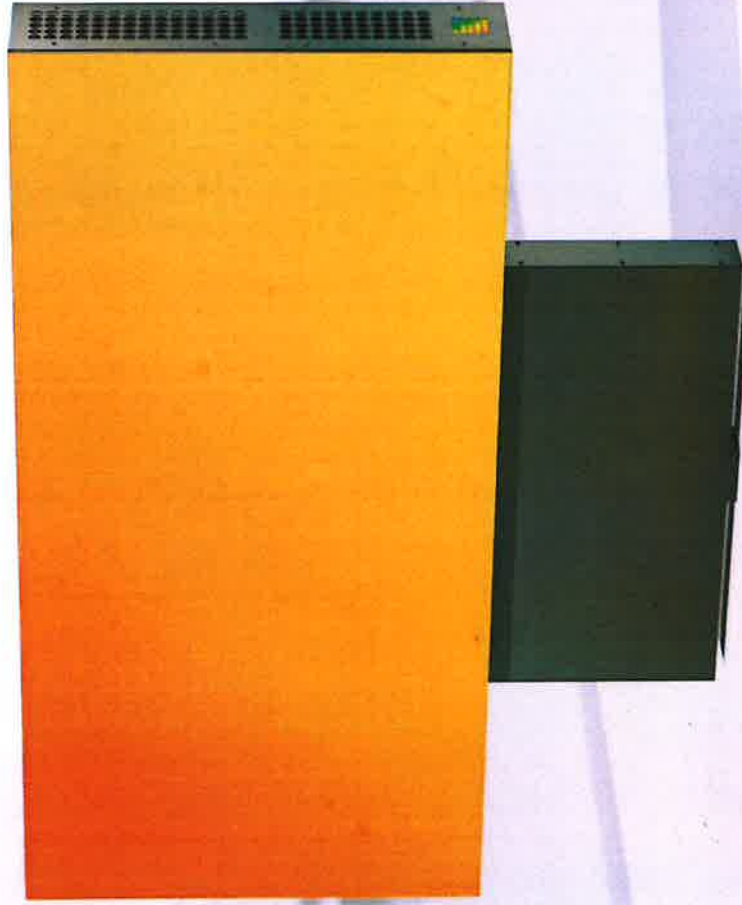
BUILT TO LAST



MODULARITY

Monument Signs

OVERVIEW



Monument Signs

PRODUCT DETAILS

Monument signs offer a timeless look while leveraging modern LED technology. With customizable bases, headers, and dimensions, you can craft a display that integrates seamlessly with your location and branding. Whether it's flush with your LED display or features a stand-out header, this solution is perfect for making a lasting impression.

Digital Display Sizes Available*

3' X 6'	4' X 6'	5' X 10'
3' X 8'	4' X 8'	6' X 8'

*Common sizes listed, custom sizes available upon request. Displayed in 4x8'

Customizable Options

HEADER OPTIONS

physical / virtual / none

HEADER SIZES

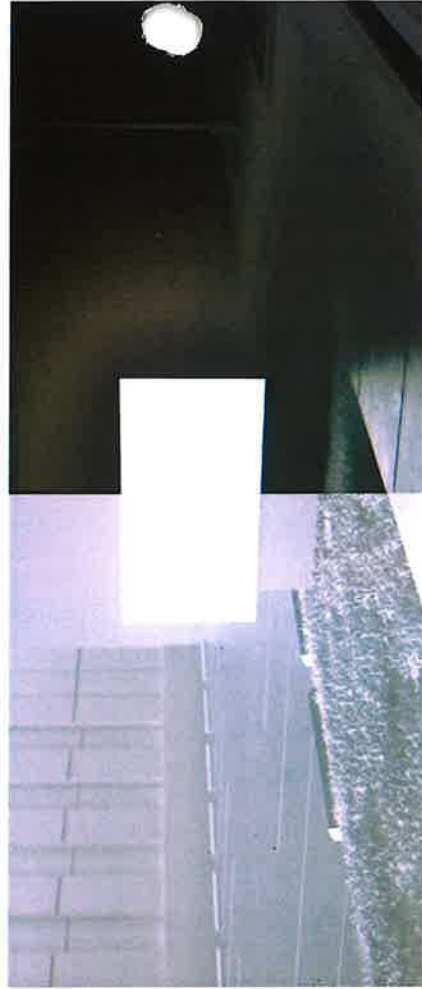
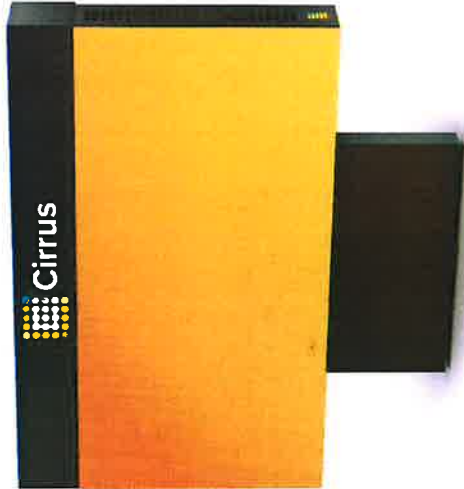
header sizes are 6' or 8' wide / can be customized in 1', 2', 3' high increments

BASE OPTIONS

base size is 2'x4' / can be customized in 2' high increments

RESOLUTION

4mm / 6mm / 9mm / 12mm





4mm



6mm



9mm



12mm

RESOLUTION









Powerful Software Without Complexity

- **Connected** - Manage every display, user, and piece of content from a single, secure platform
- **Versatile** - Run networks from 1 to 1,000+ screens
- **Efficient** - Create groups and schedule content for multiple displays simultaneously
- **Support** - Includes display performance monitoring and lifetime training & support

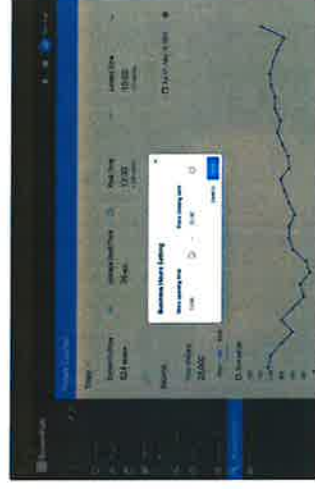
[See how ScreenHub works](#)



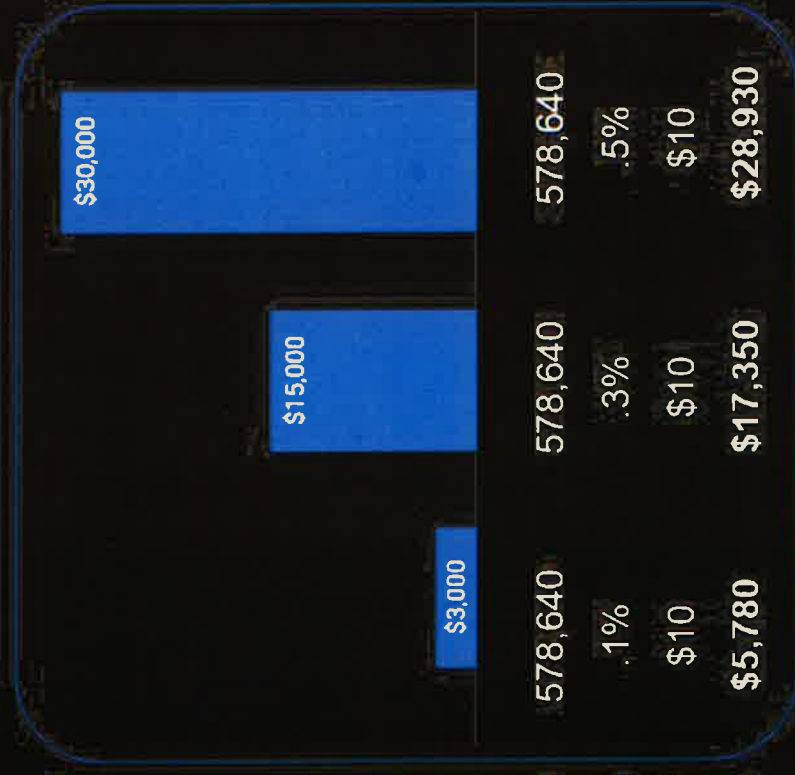
Cirrus People Counter

Our Cirrus Advantage includes people counter that allows you to program personalized messages tailored to your audience in real time as well as foot traffic trends in and out of your business to help you staff accordingly.

You'll also get a software dashboard that provides valuable insights into your business—tracking peak and low times, average customer dwell times and more.



Your potential ROI and what it unlocks



Your location's cars passing by each month
And you attracted more traffic with your LED sign
With an average sale per customer
Your monthly revenue increase



Restaurant Testimonials

“

We have gained confidence and are beginning to realize the great assist this item can be to our marketing communication efforts. We are just scratching the surface to how we can use our message board, and its efficacy has shown in an increasing trend line for sales performance at this location.

Excellent customer service needs to be noted and praised. I want to send sincere thanks to Cirrus for going above and beyond.

”

David Liseno

Subway

“

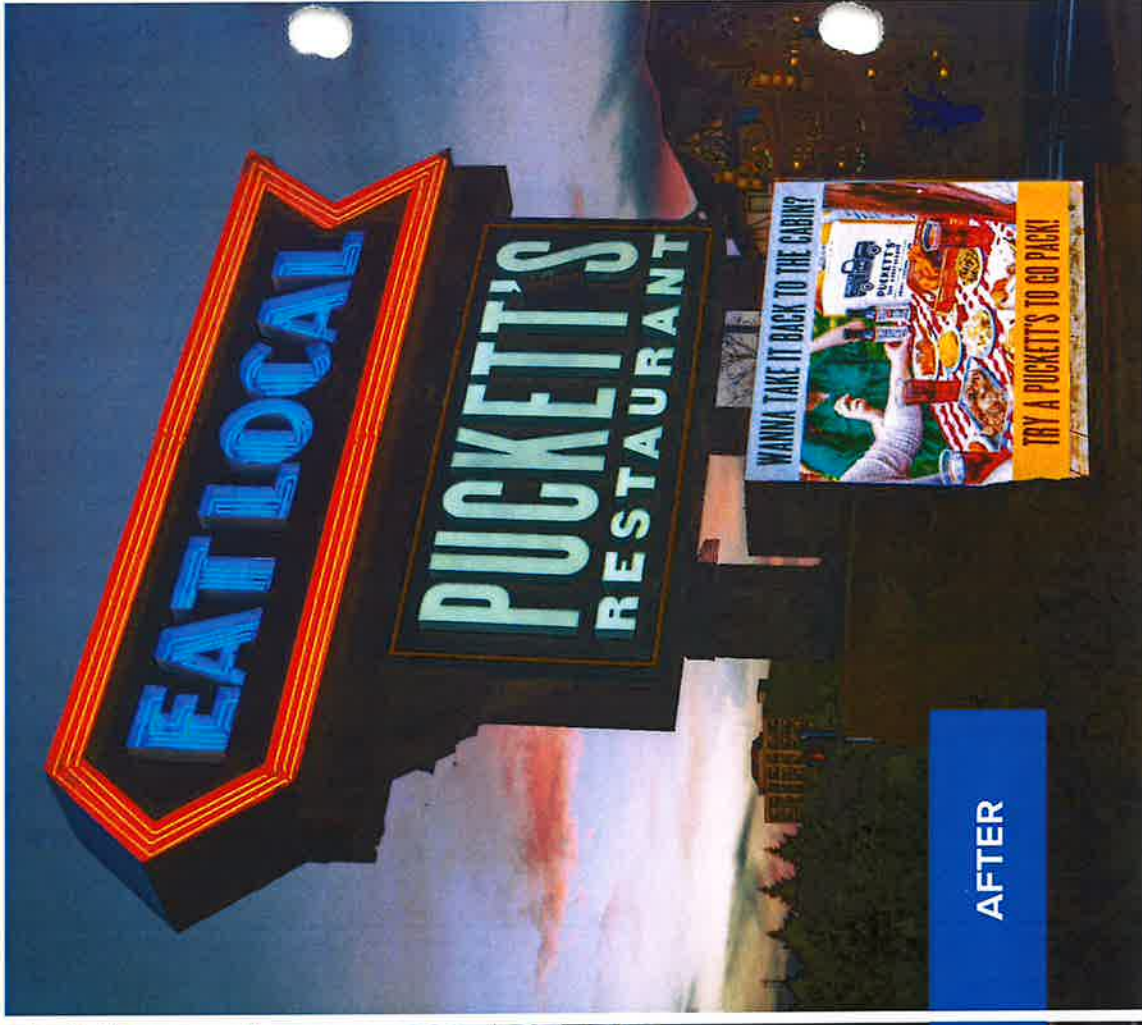
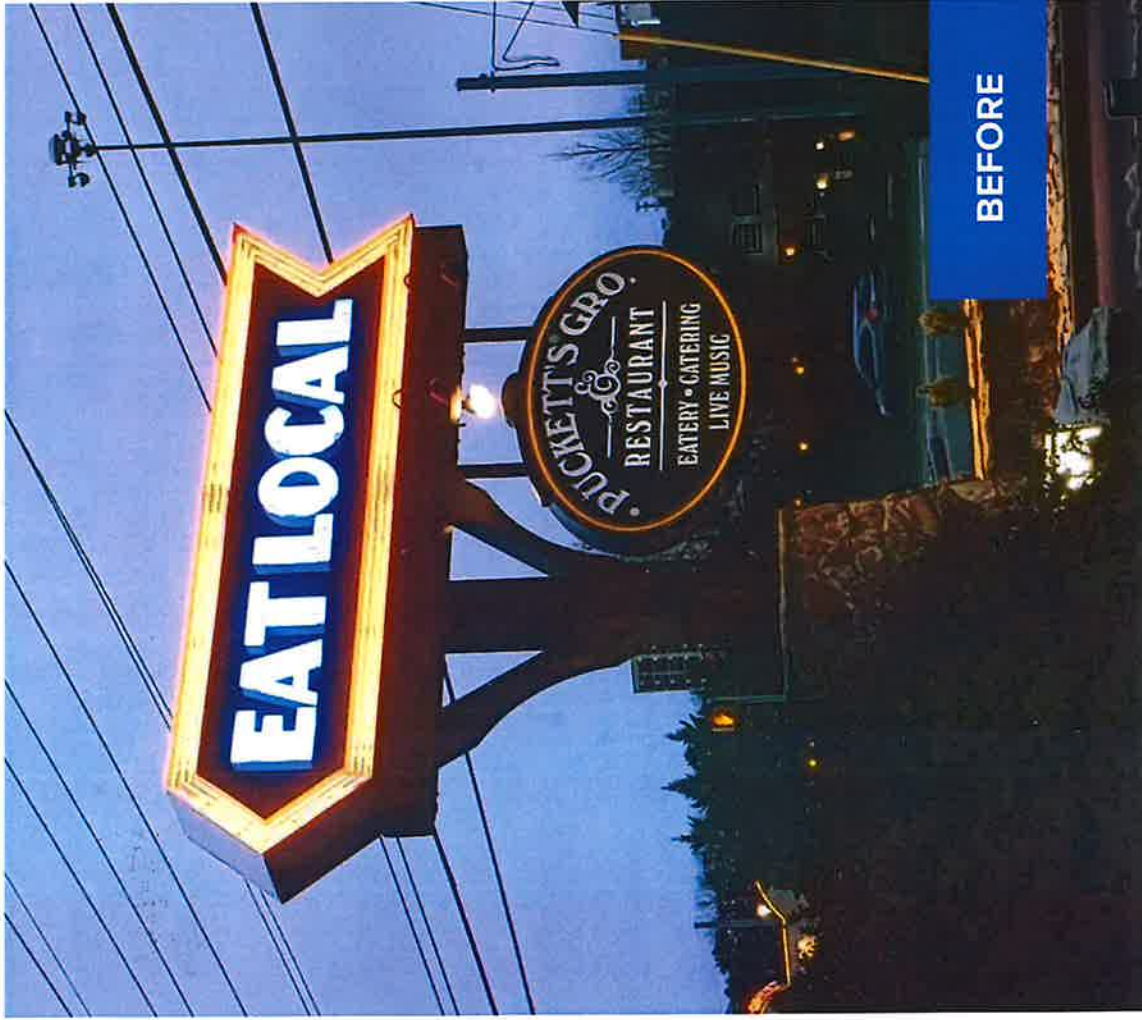
We share when we're hiring and have received a ton of applications because of it. Other businesses have been at a real disadvantage. It's really helped us out a lot.

”

Matt Goddard

Cafe Kubal





Puckett's Restaurant

Michael Zelenak, General Manager

Puckett's Situation

Puckett's Restaurants expanded to Pigeon Forge, Tennessee, a bustling tourist destination, in 2019. The team quickly realized their location was often mistaken for a nearby attraction. They also struggled to attract tourists unfamiliar with their slow-cooked BBQ and live music. By 2022, they knew they needed a digital sign to showcase their specials and events.

Puckett's Challenges:

- Standing out from competing attractions
- Communicating food and entertainment options to out-of-state tourists
- Increasing visibility and revenue
- Finding user-friendly software for updates

How we helped:

Improve Visibility & Increase Revenue

After researching options, Puckett's chose a Cirrus 6'x8' double-sided sign.

- They appreciated **the seamless project management**—how Cirrus handled everything, from selecting the best sign combination to coordinating through to installation.
- **"The graphics are amazing... it's like you're standing in front of the stage,"** said GM Mike Zelenak about the screen resolution.
- Puckett's saw incredible results within two months when their **revenue increased by 40-60%**, even during the slow winter season.



BEFORE



AFTER

The Boardwalk Bar and Grill

Derek Clark, Owner

Derek's Situation

Derek had an existing sign with a readerboard, but he was frustrated with not being able to highlight all of the features of the Boardwalk including live music, food and drink specials etc. Derek wanted a way to upgrade his old sign into one that could engage with his community.

Derek's Challenges:

- Upgrade to improve branding and public perception
- Increasing traffic and revenue
- Increasing community engagement

How we helped:

Improve Visibility & Increase Foot Traffic

After considering different options for his sign, Derek was able to find Cirrus.

- Derek has been able to display images of his **drink specials and food prices**, including his famed **\$5 Mai Tai**.
- Today, Derek is able to **share live music set times and other events** including Karaoke scheduled at The Boardwalk on his sign.
- He is happy that he received **onboarding and training of the CMS software**, allowing him and his team to upload content that capture his town's attention.

Section 179
Tax Savings

Take advantage of Section 179 in the U.S. tax code to cut costs on your sign purchase.

This code allows an immediate deduction for depreciable business equipment, including LED signs. You can deduct the full purchase price in the year your sign is installed.

\$21,985
Equipment cost

Expense 100% of equipment cost
(up to \$1,160,000) this year

35%
Tax bracket

Maximize tax savings now
vs. depreciating over time

Tax savings in 2025:

\$7,113

*Equipment must be installed within tax year.

Review Your Proposal

Size: 4'x8' LED

Warranty: 5 year

Price: Finance

Pitch: 9mm

Sign Type: Double Sided

Install: Retrofit



Included in your Screen Subscription:

- ✓ Your desired custom screen size
- ✓ Permitting
- ✓ Comprehensive project management assigned to your project
- ✓ 5-Year parts and labor warranty
- ✓ Shipping, handling, and destination
- ✓ Manufacture all products here in the USA
- ✓ Wireless cloud-base solution
- ✓ People Counter - tracks foot traffic before your sign goes live
- ✓ Software for content management
- ✓ 24/7 support & cloud-based monitoring
- ✓ Nationwide on-site support
- ✓ Lifetime training
- ✓ 100% hardware ownership when term ends
- ✓ Total peace of mind





Your Financed Proposal: 4'x8' 9mm Resolution
Double Sided on a LED Sign
(5-year warranty)



01

02

03

Proposal

- ✓ Review Proposal
- ➡ Sign Proposal
- ➡ 1st/Last Month Payment

Credit & Permit

- Credit Check
- Code Check
- File Permits

Fabrication & Installation

- Fabricate signage
- Manufacture Screen
- Shipped On-site
- Complete Installation

Project Complete

- Full Project Management
- Training & Support
- Complete Project



We'd like to earn your business.



CIRRUS HQ 200 West Rd. Portsmouth, NH. 03801

Tel (877) 636-2331

Email contact@cirrusled.com

Web www.cirrusled.com

Project: WILLY BUCKS-OPC_D3

Sold To:
WILLY BUCKS

Ship To:
TBD
1317 SOUTH 14TH ST
LEESBURG, FL 34748
USA

Contact:
Michael Brown
7722786246
michael@willybucks.com

Exp. Date	Customer #	Salesperson	Ship Method	Terms
05/08/2026	428381	Connie Macias	TBD	PREPAYMENT
Item	Description	Qty	Unit Price	Subtotal
BOPC_D3_R3	OPC Lit Nar Roof - Digital 3 Order Point Canopy Narrow Roof with Four Down Lights Includes: Housing for Speaker, Mic, and Media Players Finish: Powder Coated - Black Mini Tex Compatible with 8" x 8" anchor cage Hardwired, access from back center post Overall Dims: 87"W X 117.08"H X 83.87"D Triple Digital Menu Board Mounting included for Triple Digital Menu Board Designed to house 55" Samsung Outdoor Display (Monitor not included)	1	\$8,950.00	\$8,950.00
DMSSOH55A	Samsung OH55A Outdoor Display Single Digital Monitor - 55" Overall Dims: 49.6" W x 28.7" H Orientation: Portrait or Landscape Resolution: 1920 x 1080p Brightness: 3,500 nits Operation: 24/7 IK10 Tempered Protection Glass	3	\$4,665.00	\$13,995.00
WRTY_02	Warranty Samsung OH55 - 3YR Fast Track with White Glove Service Next Business Day exchange of the display Includes tech-assisted exchange of display	3	\$695.00	\$2,085.00
MP_HD225_WRLS	Std UHD Wireless Med Plyr Kit Includes: BrightSign HD225 for 4K Video 16GB Class 10 Micro SD Card HDMI Cable 6ft WS103 Wireless/ Bluetooth Module w/M.2 interface SVC-WIFI INSTALL Wireless modules	3	\$665.00	\$1,995.00

2321 East Gladwick St.
Rancho Dominguez, CA 90220
www.dsasignage.com

(877) 305-4911
websales@dsasignage.com

1) Valid Dates: Quotation is good for 30 days. **2) Freight (*):** FOB, our plant in Rancho Dominguez, CA, is estimated and will be determined upon your specific site location and site requirements. An updated Freight Quote guaranteed by the Carrier will be provided within 2 weeks of receipt of your signed Quote. **3) Sales Tax:** Sales Tax for all shipments in all applicable states. **4) Credit Terms:** Until credit is established, terms are prepaid (MC, Amex, Visa, or check) with a 50% deposit required at Quote acceptance to begin the project. DSA will also provide you with a Credit Application to open an Account. Please allow 1-2 days for processing of the credit application. **5) Warranty:** All DSA products will have a 2 Year Manufacturer Warranty from the date of shipment (excluding digital components). Digital components are covered under each manufacturer's warranty which begins from the date the product was manufactured and may vary. Extended warranties are offered by some digital product manufacturers for an additional cost. **6) Returns:** Your Satisfaction is important to us. Should any product arrive damaged or defective, please contact us immediately so that we can address the issue and ensure our product meets your requirements. Any additional return is at the sole discretion of DSA. Generally, custom products and sizes produced to your specifications are not returnable.



QUOTE

Quote Number: Q-820862
Quote Date: 04/08/2026
Valid for 30 Days
Page 2 of 2



Project: WILLY BUCKS-OPC_D3

CRATE_DSA_OPC	Crate - DSA OPC Wooden Shipping Crate for Order Point Canopy Dims: Weight:	1	\$400.00	\$400.00
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Estimated Production Time: 30 Business Days

This document is not an invoice.
Tax and Freight are subject to change on final Invoice.

Net Order	\$27,425.00
Estimated Freight*	TBD
Estimated Sales Tax	\$1,880.25
Tariff	\$0.00
PROJECTED QUOTE TOTAL	\$29,305.25

Freight cost can only be estimated 30 days prior to shipping.

For all credit card payments, a processing fee of 3% will be added to the final invoice amount. Please contact us for more information about our payment options.

Thank you for the opportunity to provide this quote.

Signature of acceptance: _____

Date of acceptance: _____

2321 East Gladwick St.
Rancho Dominguez, CA 90220
www.dsasignage.com

(877) 305-4911
websales@dsasignage.com

1) Valid Dates: Quotation is good for 30 days. **2) Freight (*):** FOB, our plant in Rancho Dominguez, CA, is estimated and will be determined upon your specific site location and site requirements. An updated Freight Quote guaranteed by the Carrier will be provided within 2 weeks of receipt of your signed Quote. **3) Sales Tax:** Sales Tax for all shipments in all applicable states. **4) Credit Terms:** Until credit is established, terms are prepaid (MC, Amex, Visa, or check) with a 50% deposit required at Quote acceptance to begin the project. DSA will also provide you with a Credit Application to open an Account. Please allow 1-2 days for processing of the credit application. **5) Warranty:** All DSA products will have a 2 Year Manufacturer Warranty from the date of shipment (excluding digital components). Digital components are covered under each manufacturer's warranty which begins from the date the product was manufactured and may vary. Extended warranties are offered by some digital product manufacturers for an additional cost. **6) Returns:** Your Satisfaction is important to us. Should any product arrive damaged or defective, please contact us immediately so that we can address the issue and ensure our product meets your requirements. Any additional return is at the sole discretion of DSA. Generally, custom products and sizes produced to your specifications are not returnable.

ESTIMATE

SignCrafters of Central Florida, LLC
1915 Greenleaf Ln
Leesburg, FL 34748

billing@signcraftersflorida.com
+1 (352) 323-1862
www.signcraftersflorida.com



Bill to
Willy Buck's Backyard Grill

Ship to
Willy Buck's Backyard Grill
1317 S 14th St, Leesburg, FL 34748

Estimate details

Estimate no.: 8583
Estimate date: 05/18/2026
Expiration date: 08/18/2026

Prepared by: Corey Hurd
PO Number / Memo: Willy Bucks Face
Change

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Acrylic Tenant Panels	Acrylic Tenant Panels "WILLY (Logo) BUCK'S" "-BACKYARD GRILL-" Etc. Overall Size: 120" W x 48" H 3/16" Acrylic Digitally Printed Graphics For Internal Use Only: V:1.5 R:0 F:0 C:0 P:0 A:0 L:0 #:95	1	\$432.00	\$432.00
2.		Acrylic Tenant Panels	Acrylic Tenant Panels "WILLY (Logo) BUCK'S" "-BACKYARD GRILL-" Etc. Overall Size: 120" W x 61.5" H 3/16" Acrylic Digitally Printed Graphics For Internal Use Only: V:2 R:0 F:0 C:0 P:0 A:0 L:0.50 #:95	2	\$493.00	\$986.00
3.		Acrylic Tenant Panels	Acrylic Tenant Panels (Menu) "WILLY (Logo) BUCK'S" "-BACKYARD GRILL-" "SIGNATURE BURGERS" Etc. Overall Size:	1	\$120.00	\$120.00

28.75" W x 49.75" H

3/16" Acrylic
Digitally Printed Graphics

For Internal Use Only:
V:0.5 R:0 F:0 C:0 P:0 A:0 L:0 #:95

4.	Acrylic Tenant Panels	Acrylic Tenant Panels (Menu)	1	\$120.00	\$120.00
----	-----------------------	------------------------------	---	----------	----------

"LOADED FRIES"
"BBQ FAVORITES" Etc.

Overall Size:
28.75" W x 49.75" H

3/16" Acrylic
Digitally Printed Graphics

For Internal Use Only:
V:0.5 R:0 F:0 C:0 P:0 A:0 L:0 #:95

5.	Installation	Installation of Acrylic Panel Signage at:	1	\$525.00	\$525.00
----	--------------	---	---	----------	----------

1317 S 14th St, Leesburg, FL 34748

Removal and Installation of
-1 Acrylic Cabinet Face
-2 Monument Acrylic Tenant Panels
2- Menu Board Acrylic Panels

I:2 H:1.5 D:0.2 T:1 M:1 T:4 H:0 P:0

Subtotal	\$2,183.00
----------	------------

Sales tax	\$116.06
-----------	----------

Note to customer

Thank you for choosing SignCrafters for your signage needs. By engaging in any form of business, including but not limited to purchasing, requesting quotes, or availing our services, you hereby acknowledge and agree to abide by the terms and conditions outlined by SignCrafters.

Total	\$2,299.06
-------	------------

Expiry date	08/18/2026
-------------	------------

Accepted date

Accepted by

FSL GRANT APPLICATION
FAÇADE IMPROVEMENT GRANT PROGRAM

SEA-26-1003

1. Project Location (Address of Property to be improved)

1434 W. MAIN STREET
LEESBURG, FLORIDA 34748

Assessor Parcel Number(s): 27-19-24-1100-000-00100

Name of Business(es) in Project: CHRISTIAN Worship Center
"LEGACY CENTER"

Building Frontage Measurement of Project:

2. Applicant Information:

Pastor
Name: John H. Christian

Mailing Address: 1414 West MAIN STREET

City: LEESBURG State: FL Zip: 34748

Phone: (352) 504-7437

Email: JChris5349@aol.com

Do you Own, Rent or Lease the subject property? OWN

* If you are not the owner, the owner will need to co-sign this application. *

3. Businesses or Services Offered on Site:

Church offices, school support, Childcare support.

4. Description of Proposed Improvements:

NEW Monument Sign

5. Please identify ways in which this project supports the Overlay District Concepts

Signage to Confirm to City's historic sign ordinance

6. **Submittals** - Applications **must** include the following materials, if applicable, for consideration by the City:

- ☐ Photos of the Project
- ☐ Business Description
- ☐ Sign and/or Awning Renderings
- ☐ Color Samples

☐ Architectural Concepts – If Applicable

7. **Estimated Costs and Timing:** Please provide copies of three vendor bids/estimates or other documentation of cost estimates for all project work.

- a. Window or Door Replacement: _____
- b. Exterior paint or siding: _____
- c. Signage : _____
- d. Exterior Lighting: _____
- e. Façade/Exterior Architectural Improvements: _____
- f. Architectural/Design Fees: _____
- g. Landscape/Hardscape Improvements: _____
- h. Awnings or Shutters: _____
- i. Building Permit/Planning Fees: _____
- j. Other Proposed Improvements (specify): _____
- k. _____
- l. _____
- m. _____

TOTAL ESTIMATED COST: \$42,675.00 (W/O TAX)
\$45,632.00 WITH Electric

ESTIMATED COMPLETION DATE: _____

SIGNATURES

Signed: 
Applicant and/or Property Owner

Date: 4/30/26

Printed Name: John H. Christian

Signed: _____
Property Owner – If Required

Date: _____

Printed Name: _____

This Section for City Use

Amount Recommended: \$ _____

Date Reviewed: _____

Recommendation to Commission/CRA: _____

Action: _____

HOLIDAY CLOSURE In observance of Memorial Day, our offices will be closed on Monday, May 25th.
We will resume regular business hours on Tuesday, May 26th.

PROPERTY RECORD CARD

General Information

Name:	BENNETT CONCEPTS INC	Alternate Key:	1229685
Mailing Address:	1434 W MAIN ST LEESBURG, FL 34748 Update Mailing Address	Parcel Number: ⓘ	27-19-24-1100- 000-00100
		Millage Group and City:	00L3 Leesburg
		2025 Total Certified Millage Rate:	15.9477
		Trash/Recycling/Water/Info:	My Public Services Map ⓘ
Property Location:	1434 W MAIN ST LEESBURG FL, 34748	Property Name:	-- Submit Property Name ⓘ
		School Information:	School Locator & Bus Stop Map ⓘ School Boundary Maps ⓘ
Property Description:	LEESBURG, JOHNSON'S SUB OF LOT 5 BLK 15 PB 2 PG 5 LOT 1, AND THAT PORTION OF AN ALLEY LYING NORTH OF LOT 1 ORB 5767 PG 196		

NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	STORE - 1 STORY FREE STANDING (1100)	0	0		12040.000	Square Feet	\$70,506.00	\$70,506.00
Click here for Zoning Info ⓘ					FEMA Flood Map			

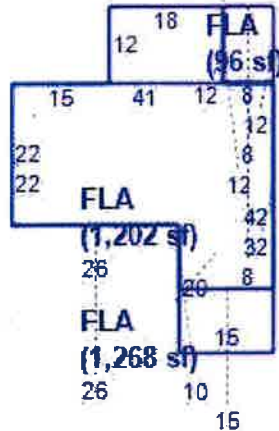
Commercial Building(s)

Building 1

Commercial	Building Value: \$170,167.00 Building Use: 1 STORY STORE (11C) Structure Type:		
Summary		Section(s)	
Year Built:	1913	Section Type	No. Stories Ground Floor Area
Total Effective Area:	3076	COMMERCIAL CANOPY (COP)	1.00 510
Full Bathrooms:	1	FINISHED LIVING AREA (FLA)	1.00 2566
Half Bathrooms:	2		
Elevators:	0		
Elevator Landings:	0		
View Larger			

Residential Units: 1
Kitchens: 1
Fireplaces: 0

COP
(510 sf)



Miscellaneous Improvements

No.	Type	No. Units	Unit Type	Year	Depreciated Value
1	PAVING (CPAV2)	1884	SF	2007	\$2,638.00
2	DECK - WOOD (CDEC2)	266	SF	2007	\$616.00
3	DECK - WOOD (CDEC1)	996	SF	2012	\$1,539.00

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. [Follow this link to search all documents by owner's name.](#)

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
5767 / 196	07/30/2021	Warranty Deed	Qualified	Improved	\$270,000.00
4786 / 1459	05/25/2016	Warranty Deed	Unqualified	Improved	\$184,400.00
4139 / 1432	03/21/2012	Warranty Deed	Unqualified	Improved	\$266,700.00
3565 / 1705	12/28/2007	Warranty Deed	Qualified	Improved	\$320,000.00
1499 / 1009	02/25/1997	Warranty Deed	Unqualified	Improved	\$1.00
1087 / 48	11/01/1990	Warranty Deed	Unqualified	Improved	\$0.00

[Click here to search for mortgages, liens, and other legal documents.](#) [i](#)

Values and Estimated Ad Valorem Taxes [i](#)

Values shown are 2026 Working Values. If you need a 2025 Property Record Card, please contact our office.
The Market Value listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$245,466	\$245,466	\$245,466	5.0254	\$1,233.56
SCHOOL BOARD STATE	\$245,466	\$245,466	\$245,466	3.0870	\$757.75
SCHOOL BOARD LOCAL	\$245,466	\$245,466	\$245,466	2.9980	\$735.91
LAKE COUNTY WATER DISTRICT	\$245,466	\$245,466	\$245,466	0.2940	\$72.17
NORTH LAKE HOSPITAL DIST	\$245,466	\$245,466	\$245,466	0.3859	\$94.73

ST JOHNS RIVER FL WATER MGMT DIST	\$245,466	\$245,466	\$245,466	0.1793	\$44.01
CITY OF LEESBURG	\$245,466	\$245,466	\$245,466	3.4752	\$853.04
LAKE COUNTY MSTU AMBULANCE	\$245,466	\$245,466	\$245,466	0.4629	\$113.63
LAKE COUNTY VOTED DEBT SERVICE	\$245,466	\$245,466	\$245,466	0.0400	\$9.82
				Total:	Total:
				15.9477	\$3,914.62

Exemptions Information

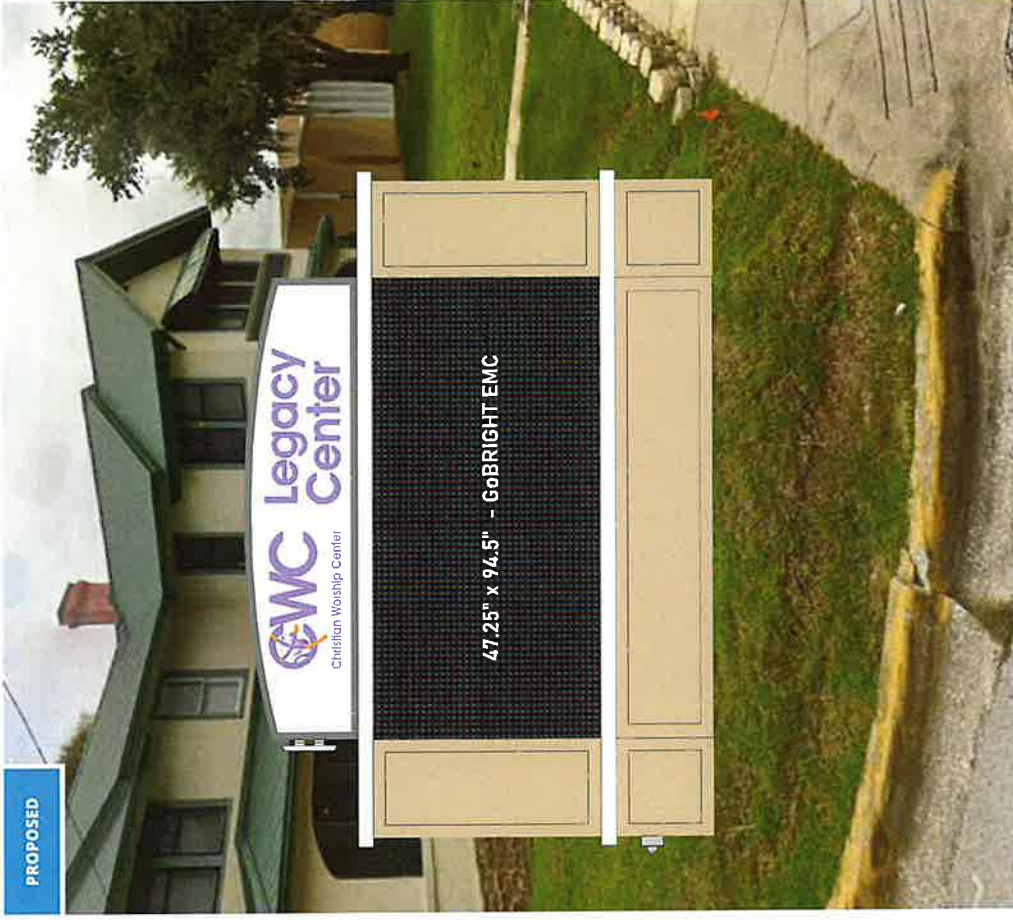
This property is benefitting from the following exemptions with a checkmark ✓

Homestead Exemption (first exemption up to \$25,000)	Learn More View the Law
Additional Homestead Exemption (up to an additional \$25,000)	Learn More View the Law
Limited Income Senior Exemption (applied to county millage - up to \$50,000)	Learn More View the Law
Limited Income Senior Exemption (applied to city millage - up to \$25,000) ⓘ	Learn More View the Law
Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	Learn More View the Law
Widow / Widower Exemption (up to \$5,000)	Learn More View the Law
Blind Exemption (up to \$500)	Learn More View the Law
Disability Exemption (up to \$5,000)	Learn More View the Law
Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Disability Exemption (\$5,000)	Learn More View the Law
Veteran's Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Combat Related Disability Exemption (amount varies)	Learn More View the Law
Deployed Servicemember Exemption (amount varies)	Learn More View the Law
First Responder Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Surviving Spouse of First Responder Exemption (amount varies)	Learn More View the Law
Conservation Exemption (amount varies)	Learn More View the Law
Tangible Personal Property Exemption (up to \$25,000)	Learn More View the Law
Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	Learn More View the Law
Economic Development Exemption	Learn More View the Law
Government Exemption (amount varies)	Learn More View the Law

NOTE: Information on this Property Record Card is compiled and used by the Lake County Property Appraiser for the sole purpose of ad valorem property tax assessment administration in accordance with the Florida Constitution, Statutes, and Administrative Code. The Lake County Property Appraiser makes no representations or warranties regarding the completeness and accuracy of the data herein, its use or interpretation, the fee or beneficial/equitable title ownership or encumbrances of the property, and assumes no liability associated with its use or misuse. See the posted [Site Notice](#).



EXISTING



PROPOSED



1915 Greenleaf Ln,
Leesburg FL 34748
352-323-1862
EST2001170

Project:
Job Number
Address:
CWC Legacy Center
7698
1434 W Main St,
Leesburg, FL 34748

Client Name:
Salesperson:
Project Manager:

Christian Worship Center
Dawyn Riley
Dawyn Riley

Creative Design:
Technical Design:

Danny Melendez
TBD

Christian Worship Center - Legacy Center

7698

MONUMENT SIGN
APRIL 2026

\\signcrafters\drive1\JOBS\Christian Worship Center\7698 (DR) CWC Leesburg House

SCOPE OF WORK:

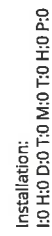
SignCrafters will manage the complete fabrication and installation of a new double-sided monument sign. The structure will feature a double-sided, front-lit top cabinet equipped with acrylic faces and custom vinyl graphics. Additionally, the sign will integrate a high-performance, double-sided full-color digital display. Our comprehensive service includes all excavation, new post and footer installation, and the acquisition of necessary permits and engineering. A professional site survey will be conducted to ensure the final location strictly adheres to local municipality setback requirements. Please note that the client is responsible for providing electrical service to the sign location.

By signing you are agreeing to [SignCrafters Terms and Conditions](#).

APPROVAL SIGNATURE

SIGN
Crafters
OF FLORIDA

Monument Sign



1915 Greenleaf Ln,
Leesburg FL 34748
352-323-1862
ES12001170



Project: CWC Legacy Center
Job Number 7698
Address: 1434 W Main St,
Leesburg, FL 34748

Client Name:
Salesperson:
Project Manager:

Christian Worship Center
Dawn Riley
Dawn Riley

Creative Design:	Danny Melendez
Technical Design:	TBD

NIGHT TIME VIEW

CWC Legacy Center
Christian Worship Center

47.25" x 94.5" - GoBRIGHT EMC



1915 Greenleaf Ln,
Leesburg FL 34748
352-323-1862
ES12001170

Project:
Job Number
Address:

CWC Legacy Center
7698
1434 W Main St,
Leesburg, FL 34748

Client Name:
Salesperson:
Project Manager:

Christian Worship Center
Dawn Riley
Dawn Riley

Creative Design:
Technical Design:

Danny Melendez
TBD

PAINT COLORS:

-  Sherwin Williams, #179386, A-100, Light Texture
-  TBD, Light Texture

VINYL COLORS:

-  Intense Magenta 3630-118, 3M, Matte
-  Marigold 3630-075, 3M, Matte
-  Control Tac (TRANSLUCENT), 3M, Gloss

NOTES:

- Gradient Inside the logo is a digital print
- Top Cabinet - Flat face acrylic with Vinyl Graphics. Retainers are 1.5"
- Base Paint - To be ordered from Sherwin Williams 352-787-3439 ORDER NO. 179386 A-100 Satin Finish

SIGNAGE CODE:

MUNICIPALITY: CITY OF LEESBURG
ZONING: Commercial

Single occupancy commercial sites
Ground signs.

Forty-eight (48) square feet per face for sites on designated collector roadways.

Ground signs fronting on two-lane highways shall not exceed eight (8) feet in height



Front View

Side View

A Double Sided Monument Sign with EMC

Quantity: 1

64 sqft



1915 Greenleaf Ln,
Leesburg FL 34748
352-323-1862
ES12001170

Project:
Job Number
Address:
CWC Legacy Center
7698
1434 W Main St,
Leesburg, FL 34748

Client Name:
Salesperson:
Project Manager:
Christian Worship Center
Dawn Riley
Dawn Riley

Creative Design:
Technical Design:
Danny Melendez
TBD

DAVID W. JORDAN
LAKE COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS
2025 Paid Real Estate

ACCOUNT NUMBER	ESCROW CODE	ALTERNATE KEY	MILLAGE CODE
2719241100-000-00100		1229685	00L3

BENNETT CONCEPTS INC
1434 W MAIN ST
LEESBURG, FL 34748

1434 W MAIN ST

LEESBURG, JOHNSON'S SUB OF LOT 5 BLK
15 PB 2 PG 5 LOT 1, AND THAT PORTION OF
AN ALLEY LYING NORTH OF LOT 1 ORB 5767
PG 196

PAY IN US FUNDS TO DAVID W. JORDAN, TAX COLLECTOR · PO BOX 327 · TAVARES, FL 32778-0327 · 352-343-9602

AD VALOREM TAXES					
TAXING AUTHORITY	ASSESSED VALUE	EXEMPTION AMT	TAXABLE VALUE	MILLAGE RATE	TAXES LEVIED
LAKE COUNTY GENERAL	245,528	0	245,528	5.0254	1,233.88
AMBULANCE MSTU	245,528	0	245,528	0.4629	113.65
ENVIRON LAND PURCHASE	245,528	0	245,528	0.0400	9.82
WATER AUTHORITY	245,528	0	245,528	0.2940	72.19
PUBLIC SCHOOLS					
BY STATE LAW	245,528	0	245,528	3.0870	757.94
BY LOCAL BOARD	245,528	0	245,528	2.9980	736.09
CITY OF LEESBURG	245,528	0	245,528	3.4752	853.26
ST JOHNS WATER MGMT	245,528	0	245,528	0.1793	44.02
N LAKE CNTY HOSP	245,528	0	245,528	0.3859	94.75
TOTAL:				15.9477	\$3,915.60

NON-AD VALOREM ASSESSMENTS		
LEVYING AUTHORITY	RATE	AMOUNT
F100 LEESBURG FIRE, NON-RES		230.94
NON-AD VALOREM ASSESSMENTS:		\$230.94

COMBINED TAXES AND ASSESSMENTS: \$4,146.54

If Paid By	Mar 31, 2026				
Please Pay	\$0.00				

Paid 03/11/2026 Receipt # 2025-00422168 \$4,146.54

DAVID W. JORDAN

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

LAKE COUNTY TAX COLLECTOR

2025 Paid Real Estate

PAY IN US FUNDS TO DAVID W. JORDAN, TAX COLLECTOR · PO BOX 327 · TAVARES, FL 32778-0327 · 352-343-9602

If Paid By	Mar 31, 2026				
Please Pay	\$0.00				

1434 W MAIN ST

BENNETT CONCEPTS INC
1434 W MAIN ST
LEESBURG, FL 34748

LEESBURG, JOHNSON'S SUB OF LOT 5 BLK 15
PB 2 PG 5 LOT 1, AND THAT PORTION OF AN
ALLEY LYING NORTH OF LOT 1 ORB 5767 PG
196

ACCOUNT NUMBER	ESCROW CODE	ALTERNATE KEY	MILLAGE CODE
2719241100-000-00100		1229685	00L3

Paid 03/11/2026 Receipt # 2025-00422168 \$4,146.54

Prepared by and return to:

Yahaira Garcia Parks, employee
Concierge Title Services, LLC
1201 W. Hwy 50
Suite B
Clermont, FL 34711
(352) 241-8629
File No 2026-3952

Parcel Identification No 27-19-24-1100-000-00100

[Space Above This Line For Recording Data]

WARRANTY DEED

This indenture made the 23rd day of April, 2026 between Bennett Concepts, Inc., a Florida Corporation, whose post office address is 1330 Peters Drive, Leesburg, FL 34748, Grantor, to Christian Worship Center of Central Florida, Inc., a Florida non-profit corporation, whose post office address is P.O. Box 490496, Leesburg, FL 34749, Grantee:

Witnesseth, that said Grantor, for and in consideration of the sum of TEN DOLLARS (U.S. \$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Lake County, Florida, to-wit:

Lot 1, Block 15, JOHNSON'S SUBDIVISION, according to the map or plat thereof, as recorded in Plat Book 2, Page 5, of the Public Records of Lake County, Florida.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

Subject to taxes for 2026 and subsequent years, not yet due and payable; covenants, restrictions, easements, reservations and limitations of record, if any.

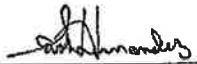
TO HAVE AND TO HOLD the same in fee simple forever.

And Grantor hereby covenant with the Grantee that the Grantor is lawfully seized of said land in fee simple, that Grantor have good right and lawful authority to sell and convey said land and that the Grantor hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

[This space is intentionally left blank]

In Witness Whereof, Grantor have hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:


Witness Signature
Witness Name: Sasha Hernandez
Address: 1201 W Hwy 50
Clermont, FL 34711

Bennett Concepts, Inc., a Florida Corporation

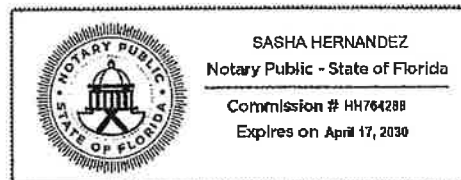
By: Michael Bennett
Michael Bennett, President


Witness Signature
Witness Name: Saeed Sarir
Address: 13606 bylake ct Houston tx 77077

STATE OF FLORIDA
COUNTY OF Osceola

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization, this 23 day of April, 2026, by Michael Bennett, President of Bennett Concepts, Inc., a FL Corporation, on behalf of the corporation, ☐ who is/are personally known to me or ☒ who has/have produced FL DL as identification.


Signature of Notary Public
Sasha Hernandez
Print, Type/Stamp Name of Notary



Notarized remotely online using communication technology via Proof.

**In Charge Electric**

1000 N. Blvd E
Leesburg FL, 34748

P| (352) 350-7878
E| office@inchargeelectric.com
kathy@inchargeelectric.com
ashleyt@inchargeelectric.com

PROPOSAL

PROPOSAL# 36088
PO #
DATE 05/18/2026
DUE BY on receipt. Check-Cash-CC
TECH. Brad J

BILL TO

John Christian (Christian Worship Center)
1434 W Main St
Leesburg FL, 34748
(352) 323-1862
jchris5349@aol.com

JOB LOCATION

John Christian
1434 W Main St
Leesburg, FL 34748
Phone:

Job summary

Run 2 circuits for a sign
1 circuit 20 amp to 40 foot ditch
2nd circuit 30 amp to 40 foot ditch for sign
run circuits to junction box underground box

JOB DESCRIPTION**QTY**

Permit

1

DESCRIPTION

Purchase permit. Schedule inspections.

Hand Dig - 18 Inch Minimum Cover (Measured to
Top of Conduit) - Per Ft and Backfill

DESCRIPTION

40

Hand-dig trench to provide 18 inches of soil cover
above the top of the conduit. Final trench depth
adjusted for conduit size. Includes backfilling.

JOB DESCRIPTION**QTY**

20A - Per Ft - 1/2" PVC Conduit, w/ (2) #12 & (1) #12G

DESCRIPTION**Underground PVC Conduit and Wiring****Installation**

Install PVC conduit in the pre-dug trench and terminate it at the designated locations. Once the conduit is properly installed, conductors will be installed and pulled to the required points in accordance with applicable codes and manufacturer specifications.

50

20 Amp Dual-function AFCI/GFCI Breaker

DESCRIPTION

Install a 20 Amp Dual-function AFCI/GFCI Breaker.

1

30A - Per Ft - 3/4" PVC Conduit, w/ (3) #10 & (1) #10G

DESCRIPTION**Underground PVC Conduit and Wiring****Installation**

Install PVC conduit in the pre-dug trench and terminate it at the designated locations. Once the conduit is properly installed, conductors will be installed and pulled to the required points in accordance with applicable codes and manufacturer specifications.

50

30 Amp SP Breaker

DESCRIPTION

Install a 30 SP Amp Breaker.

1

JOB DESCRIPTION**QTY**

HDPE Pull Box 14" x 19" x 12"

DESCRIPTION

Excavate a hole for the installation of an in-ground high-density polyethylene (HDPE) outdoor-rated box. Install the electrical box and backfill the hole. Please note that this box is not meant to be driven on by doing so; the box may break, and we will not be held responsible. In-ground electrical boxes, also known as underground pull boxes, are utilized for the storage, access, pulling, and splicing of buried electrical wiring. Size may vary depending on availability.

1

Standard Pricing**Total Investment****\$2,957.00**

Payment is due upon receipt	Amount Due	Paid	Date Paid	Payment Method
	\$2957.00	Balance Due		

CUSTOMER ACCEPTANCE AND AGREEMENT: Customer approves the Proposal and authorizes In Charge Electric. to perform the Work for the price shown by signing, electronically signing, or sending written approval by email, text message, or other written electronic communication. Customer acknowledges receipt of, review of, and agreement to the Proposal and all Terms and Conditions attached to, included with, or following this Agreement, including any additional pages, notices, exclusions, and warranty limitations.

Customer acknowledges receipt of all pages of this Agreement, including the Terms and Conditions.

Technician's Acknowledgment: Prior to customer approval, I discussed the scope of service and associated costs with the customer and provided, or made available, a copy of this agreement by email, as a printed copy, or through another written delivery method.



ACCEPTANCE OF WORK PERFORMED:

In Charge Electric, Inc. agrees to perform the work outlined in the proposal, adhering to our company's high standards, the National Electrical Code, and the following terms and conditions. Together, these documents constitute the entire contract between In Charge Electric, Inc. and the customer named in the proposal ("Customer" or "you").

Right to Cancel

You may cancel this transaction within three (3) business days by sending written notice via certified mail to 1000 North Blvd E., Leesburg, Florida 34748. If you cancel within this period, any deposit paid will be refunded **excluding any fees for permits that have already been applied for or obtained.**

If the customer does not cancel within three (3) business days, the contract becomes enforceable and any deposits will be forfeited. This proposal may be withdrawn by In Charge Electric, Inc. for any reason and is void if unsigned after fifteen (15) days.

Permit Acquisition

Certain electrical work requires permits under applicable state or local laws. Permits may be included in the proposal at the time of estimate, added by a technician in the field when determined to be required, or requested by the customer after the initial agreement.

If In Charge Electric, Inc. applies for or obtains a permit on the customer's behalf, a **permit processing fee of \$345** will be charged. This fee is **non-refundable once the permit application has been submitted**, regardless of cancellation, project delay, or termination of the agreement.

Electrical Repairs Guarantee

We guarantee that if any electrical repair fails within the first year, we will repair it again at no additional cost.

Electrical Panel and Main Service Guarantee

We pledge to complete your electrical panel and main service replacement project by the promised date. Our workmanship is guaranteed for two years. Should your panel or service experience any issues within this period, we will repair it free of charge. All materials used will meet specified standards, be UL Listed, and comply with local codes. We will also ensure thorough cleanup post-service.

Important Job Conditions and Disclaimers

Breaker Sizing and Code Compliance: All breakers will be sized in accordance with the National Electrical Code (NEC). If the existing wiring does not meet current code requirements, additional costs may be incurred to correct deficiencies.

Power Interruption During Service Upgrades: During panel or main service replacements, there will be a complete loss of power to the home for an extended period. Customers should plan accordingly.

Additional Inspector-Mandated Work: If the City or County Inspector requires additional electrical work not originally included in the quoted scope, a separate quote will be provided at the time of inspection.

Fixture and Equipment Warranty

We guarantee that any equipment or fixtures we supply and install in your home will perform as described. Should any equipment or fixture fail during normal use within the first year, we will repair or replace it at no cost to you.

Warranty Exclusions

In Charge Electric, Inc. is not responsible for the existing electrical system, including any concealed defects or code violations. Any additional work required to address such issues will be quoted separately.

In Charge Electric does not provide warranties on customer-supplied fixtures and parts.

In Charge Electric, Inc. is not responsible for the performance, reliability, or longevity of any fixtures, materials, or equipment supplied by the customer.

Our responsibility is limited to proper installation and initial operation at the time of service. Any failure, defect, or malfunction occurring after installation shall be considered a product-related issue.

This agreement does not include warranty, diagnosis, or service of customer-supplied fixtures. Any return visit, troubleshooting, removal, or reinstallation requested by the customer will be performed at standard service rates.

In Charge Electric, Inc. warranties do not cover:

Failures caused by acts of God or external causes, including but not limited to fire, theft, freezing, flooding, heat, war, lightning, earthquakes, windstorms, hail, water, tornadoes, hurricanes, power surges, or other matters beyond our control.

Failures due to normal wear and tear, accidents, misuse, abuse, neglect, modification or alteration by others, or rodent and insect infestation.

All warranties become void if the installation is altered by anyone not employed by In Charge Electric, Inc. This includes any off-the-clock work or modifications made by an In Charge Electric, Inc. employee that were not authorized and documented by the company as part of this contract."

Generac Products

In-Warranty Repairs:

Generac Repairs Warranty Material will be warrantied by manufacturer warranty if available. In Charge Electric, Inc. provides a 3 month craftsmanship warranty on work it provides, contingent upon you timely making payment to In Charge Electric, Inc.

Customers are required to cover the full cost of repairs at the time of service for any in-warranty Generac products. Should Generac approve and reimburse us for any replacement parts or services, we will promptly refund you the reimbursed amount.

Out-of-Warranty Repairs: For out-of-warranty repairs, neither parts nor labor are covered by a warranty. All associated repair costs are the responsibility of the customer.

Defective Parts: Generac offers a 90-day warranty on certain replacement parts. In the event a part is deemed defective, and Generac approves and reimburses us for the replacement, we will issue a refund for the reimbursed amount to you.

Additional Warranty Conditions: As an authorized Generac dealer, In Charge Electric exclusively sources all parts directly from Generac to ensure authenticity and quality.

We do not provide any warranties on parts supplied by customers.

In Charge Electric, Inc. will evaluate whether the generator installation adheres to Generac's installation guidelines and the National Electrical Code (NEC) standards.

All warranties become void if the installation is altered by anyone not employed by In Charge Electric, Inc. This includes any off-the-clock work or modifications made by an In Charge Electric, Inc. employee that were not authorized and documented by the company as part of this contract. Outside work sometimes requires digging up grass, bushes, or plants to locate or install items. In Charge Electric, Inc. is not responsible for the repair of sod, bushes, plants, or similar items.

Access and Repairs

Due to the nature of electrical work, it may be necessary to create openings in walls, ceilings, or floors to access concealed wiring, boxes, and splices or to install new wiring. This contract does not include the cost of repairing these openings.

In Charge Electric, Inc. is not responsible for any damage to ceiling drywall, texture, or paint that may occur from accessing the attic and walking on the trusses.

In Charge Electric, Inc. shall not be held liable for any damage or harm resulting from turning off the main breaker in your home or business, should the breaker fail to turn back on due to age and general wear and tear.

If fixtures, fans, bathroom exhaust fans, or any other electrical components provided by the customer are not available on-site during the estimation process, any deviations in size or type from the provided information may result in additional charges.

Heavy Equipment and Trenching

Customer holds In Charge Electric, Inc. harmless for any property damage caused by equipment or trenching required to complete the work.

Authority Having Jurisdiction: The Authority Having Jurisdiction (AHJ) may require modifications to In Charge Electric, Inc.'s work, which may increase the contract price. If an inspection of an In

Charge Electric, Inc. permit fails due to actions by third-party contractors that you hired or due to lack of access, an additional fee of \$150.00 will be charged for reinspection.

Damage Repair Protocol: In the event that In Charge Electric, Inc. causes any incidental damage to your property while performing work, In Charge Electric, Inc. reserves the right to select and oversee the repair contractor to ensure proper restoration. If you choose to hire your own contractor, In Charge Electric, Inc. must provide written approval of the contractor and repair plan prior to work being performed. Should you prefer to conduct repairs independently, In Charge Electric, Inc. must review and approve your proposed repair plan in writing before work begins. In Charge Electric, Inc. will not be responsible for any repairs conducted without prior approval.

Work Hours: In Charge Electric, Inc.'s normal work week schedule is Monday through Friday, between 8 am and 4:30 pm EST. Night or early morning hours may be needed based on the task and In Charge Electric, Inc.'s discretion. Attic work is restricted from 11 AM through 8 PM and is subject to In Charge Electric, Inc.'s discretion. Outside environmental conditions must be safe to perform tasks and is subject to In Charge Electric, Inc.'s discretion. Additional charges may apply for Saturdays, Sundays, Holidays, and hours other than normal working hours. (Holidays may not be available).

Indemnification: To the fullest extent allowed by law, Customer shall defend, indemnify, and hold harmless In Charge Electric, Inc. and its owners, directors, employees, agents, subcontractors, and suppliers from and against all claims, damages, losses, and expenses (including attorney fees, expert fees, and costs whenever incurred), arising from injury to or destruction of property (including loss of use), bodily injury, sickness, disease or death, arising from any act, omission, negligence, or default of Customer, or Customer's owners, directors, employees, agents, relatives, invitees, or any person or entity under Customer's direct or indirect control other than the indemnitees.

Dispute Resolution: Except for payment collection disputes, which In Charge Electric, Inc. may litigate in court without condition precedent, the parties agree that all disputes arising from or related to this contract and the work performed by In Charge Electric, Inc. (other than In Charge Electric, Inc.'s payment collection claims), shall first be subject to mediation as a condition precedent to binding dispute resolution through arbitration. The mediation and arbitration shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures. The mediation and arbitration shall be held in Lake County, Florida.

Miscellaneous:

Any part of any provision of this contract held to violate a law or regulation shall be deemed severed, and all remaining provisions shall continue in force. The parties stipulate that the contract is the joint product of both parties and shall not be construed against either party. This contract is governed by the laws of the State of Florida. Customer shall not assign its rights under this contract without the prior written consent of In Charge Electric, Inc.. This contract can be signed electronically and in counterparts.

In an emergency affecting safety of persons or property, In Charge Electric, Inc. may act, at In Charge Electric, Inc.'s discretion, to prevent threatened damage, injury or loss, and shall be entitled to an increase in the contract price on account of the actions taken.

Payment

By authorizing In Charge Electric, Inc. to proceed with the work as outlined in the estimate, you acknowledge that any deposit paid is non-refundable and that the total balance is due upon

completion of the work.

You, the customer, understand and agree that if any check or electronic payment is returned or does not clear, you are responsible for the full payment amount, including any related bank fees. You agree to pay interest at a rate of 1.5% per month on any overdue balance, with a minimum charge of \$50. Should collection efforts be necessary, You will be responsible for all associated costs, including collection fees and reasonable attorney's fees, as outlined in the posted rates. You further agree that any litigation or mediation related to this agreement will occur in Lake County, Florida.

You, the customer, warrant that you are the fee simple owner of the real property identified in the Proposal and have the authority, without the need of consent from another, to order the work described in the Proposal upon these terms and conditions, and so hereby order. You are aware that these terms are legally binding and will be enforced to the full extent of the law.

THANK YOU for your business!

www.inchargeelectric.com

EC13007103



Images



56A-26-1020

FSL GRANT APPLICATION
FAÇADE IMPROVEMENT GRANT PROGRAM

1. Project Location (Address of Property to be improved)

Hampton's Auto Service Inc

2323 S 14TH STREET LEESBURG, FL 34748

Assessor Parcel Number(s): 03-20-24-0001-000-01002

Name of Business(es) in Project Hampton's Auto Service Inc

Building Frontage Measurement of Project:

2. Applicant Information:

Name: Daniel M Hampton

Mailing Address: 2323 South 14th Street

City: Leesburg

State: FL

Zip: 34748

Phone: 352-728-3334

Email: Hamptonsautoservice@emabrqmail.com

Do you Own, Rent or Lease the subject property? own

*** If you are not the owner, the owner will need to co-sign this application. ***

3. **Businesses or Services Offered on Site:**

Hamptons Auto is a locally owned and operated automotive repair shop located in Leesburg, Florida.

We provide maintenance and repair services for residential and commercial customers, including diagnostics, oil changes, brake service, air conditioning repair, and general vehicle maintenance.

Our business plays an important role in supporting the local community by helping residents maintain safe, reliable transportation for work, school, and everyday needs.

4. **Description of Proposed Improvements:**

At Hamptons Auto, we're planning to freshen up the outside of the building with new paint, to give the shop a cleaner, more professional look and make it easier for customers to find us.

We also plan to pave the parking lot, which is currently uneven and unpaved. This will make a big difference in safety and day-to-day use by providing a smooth surface for customers and employees. It will also help cut down on dust, mud, and standing water, while improving the overall appearance of the property.

As a local auto repair shop, we want our place to look as good as the work we do. These improvements will help us create a safer, more welcoming space and better represent our business in the community.

5. **Please identify ways in which this project supports the Overlay District Concepts**

This project will help improve the overall look and feel of this part of Leesburg by making our property cleaner, safer, and more updated. We take pride in being part of the community, and these upgrades are a way of investing back into the area.

By improving the building and paving the parking lot, we'll create a more welcoming space for customers and a better-looking property along the roadway. We hope this also encourages other nearby businesses to continue making improvements, helping the area grow and stay well maintained.

6. **Submittals** - Applications **must** include the following materials, if applicable, for consideration by the City:

- Photos of the Project
- Business Description
- Sign and/or Awning Renderings
- Color Samples

☐ Architectural Concepts – If Applicable

7. **Estimated Costs and Timing:** Please provide copies of three vendor bids/estimates or other documentation of cost estimates for all project work.

- a. Window or Door Replacement: _____
- b. Exterior paint or siding: 9,162.77 Painting
- c. Signage : _____
- d. Exterior Lighting: _____
- e. Façade/Exterior Architectural Improvements: _____
- f. Architectural/Design Fees: _____
- g. Landscape/Hardscape Improvements: _____
- h. Awnings or Shutters: _____
- i. Building Permit/Planning Fees: _____
- j. Other Proposed Improvements (specify): 45,411.00 Pre-paving parking lot
- k. _____
- l. _____
- m. _____

TOTAL ESTIMATED COST: 54,573.77

ESTIMATED COMPLETION DATE: _____

SIGNATURES

Signed: 
Applicant and/or Property Owner

Date: 5-27-26

Printed Name: DANIEL M HAMPTON

Signed: _____
Property Owner – If Required

Date: _____

Printed Name: _____

This Section for City Use

Amount Recommended: \$ _____

Date Reviewed: _____

Recommendation to Commission/CRA: _____

Action: _____



703 Carpenter Avenue | Leesburg, FL 34748
Ph: (352) 728.2894 | Fax: (352) 326.9039

Proposal Submitted to:
Marty Hampton Hampton's Auto Services
Address:
2323 S 14th St #1 LEESBURG FL 34748
Phone:
(352) 728-3334

Job Name:
Parking Lot Reno
Job:
enter
Job Phone:
enter
Fax:

Subject to credit approval, Tri-State Asphalt Corp. will furnish the following work, including all labor, materials and equipment in accordance with the following:

Note: THIS PRICE IS FOR LISTED ITEMS ONLY; ANY ITEM NOT LISTED IS EXCLUDED

Item	Price	Qty	Subtotal
MOB	\$4655 One Time	1	\$4,655.00
• Demo 26x24 area of brick pavers • Prep area for crushed base • Furnish and install 6" of crushed base and compact			
✓ Asphalt Overlay	\$38906 One Time	1	\$38,906.00
• Prep areas of existing asphalt for overlay paving. • Apply tack coat • Pave 2250 SY with 1 1/2" of SP 9.5 hot asphalt.			
✓ Sealcoat	\$1850 One Time	1	\$1,850.00

Item	Price	Qty	Subtotal
------	-------	-----	----------

- Clean and prep existing asphalt for application of sealer.
- Spray apply two coats of asphalt sealer with sand.
- Area previously paved

Subtotal	\$45,411.00
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Amount due	\$45,411.00
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Payment to be made as follows: 25% Deposit due upon signing. Remainder Due on the day of project completion.

PROS AND CONS FOR PAVING AND SEALCOATING

Hot asphalt mix is a smooth, practical, clean, long-life pavement. It usually "tire marks" for several months and there is a noticeable surface porosity at first, but rubber tire traffic will knead and seal these pores. Gasoline and repeated oil spillage will soften asphalt; however, it is easy to patch. Grass and weed roots will grow through asphalt but are easily killed with any type of commercial weed killer. Any rock or gumbo clay encountered under paving area shall be removed by hourly equipment time and back filled with clean fill. Rolled rock will become dusty and dirty when dry and will track when wet. It will get pot-holed in time and grass and weeds will grow through it. All underground cables, pipes and utilities must be clearly marked and protected. Tri-State Asphalt Corporation will not be responsible for the same. Tri-State Asphalt Corp. will not guarantee or be responsible for rock base work constructed by others.

Sealing: 1) prolongs the wearing surface of asphalt, and the normal life is dependent on traffic conditions; 2) protects the asphalt against normal oil and gasoline leaks; 3) gives an attractive fresh charcoal black finish; 4) cannot be done prior to 6-8 weeks after new asphalt installation, or tire marking is possible; 5) should not be done on areas saturated by oil and gasoline.

TERMS OF CONTRACT

This contract is limited to the services and materials described. Work to be done in accordance with above stated specifications and in a substantial and workmanlike manner According to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the contract. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. Permits and permit fees are not included in this proposal price. This contract proposal is contingent upon and subject to all strikes, accidents, weather, and other delays, circumstances, or conditions beyond control of Tri-State Asphalt Corporation. Should any other contract documents or subcontract agreements regarding a specific project conflict with the terms of this proposal the terms of this proposal will in all cases, govern. Above stated price is based upon prevailing costs, and is void if not accepted within (30) days of above date. Payment is due in full upon completion of work, or progress payments monthly are due upon issuance of invoice if more than one month required to complete work. Any payments not made within (30) days of due date shall bear interest in the amount of 1 kS% per month; likewise interest at the same rate shall be due on any retainage held until paid. Customer in the event of default of payment shall pay costs of collection including attorney's fees.

Tri-State Asphalt Corporation

By: KEITH DAVIS, VICE PRESIDENT 05/11/2026

Acceptance: I, the undersigned, accept the above proposal and authorize you to proceed with work as specified, subject to all terms contained herein.

Marty Hampton

Bullpen Finishes, LLC
28949 Elizabeth Ln
Leesburg, FL 34748
3525521808
bret.hill96@icloud.com



Estimate

ADDRESS

Hamptons Auto Service Inc
2323 S.14th Street

ESTIMATE # Ext Repaint

DATE 05/27/2026

DESCRIPTION	RATE	QTY	AMOUNT
Exterior to be pressure washed to ensure a clean surface	9,162.77	1	9,162.77

Exterior to be primed with a clear sealer to ensure bonding of new paint

Exterior to be painted with two coats of sherman williams super paint in customers choice of color .

All paint and labor is included in this price if paint is supplied we will deduct the cost of paint.

We hereby propose to furnish Labor and Materials - complete in accordance with the above specifications for the above-mentioned sum. All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. This proposal is subject to acceptance 30 days and is void thereafter at the option of the undersigned.

TOTAL

\$9,162.77

Signature:

Acceptance of Proposal

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified.

Date:

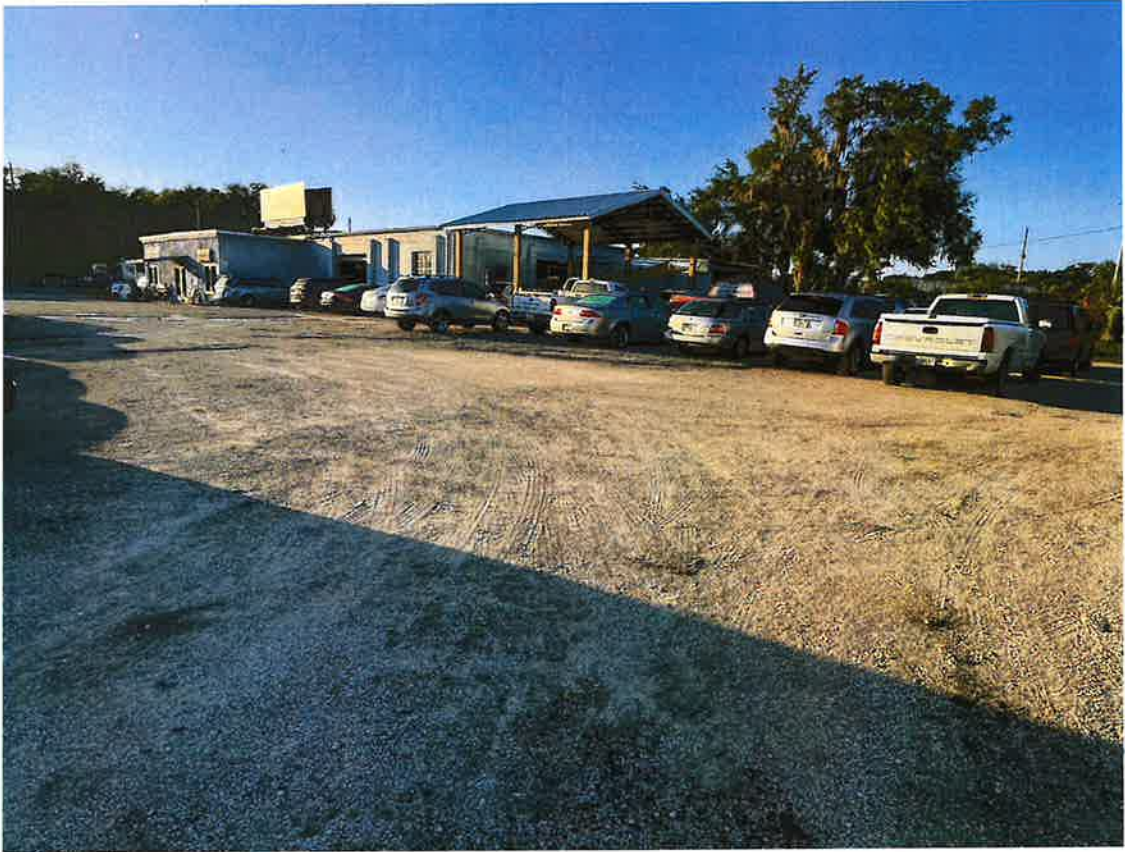
Signature:

We appreciate your business and look forward to helping you again soon!

Accepted By 

Accepted Date

We appreciate your business and look forward to helping you again soon!





PROPERTY RECORD CARD

General Information

Name:	MARTAM PROPERTIES LLC	Alternate Key:	1293961
Mailing Address:	2323 S 14TH ST LEESBURG, FL 34748 Update Mailing Address	Parcel Number: ⓘ	03-20-24-0001-000-01002
		Millage Group and City:	00L3 Leesburg
		2025 Total Certified Millage Rate:	15.9477
		Trash/Recycling/Water/Info:	My Public Services Map ⓘ
Property Location:	2323 S 14TH ST LEESBURG FL, 34748	Property Name:	HAMTONS AUTO SERVICE Submit Property Name ⓘ
		School Information:	School Locator & Bus Stop Map ⓘ School Boundary Maps ⓘ
Property Description:	N 150 FT OF S 693.7 FT OF SE 1/4 OF NE 1/4 LYING BETWEEN HWYS 27 & 33 & E 250 FT OF N 100 FT OF S 793.7 FT OF SE 1/4 OF NE 1/4 LYING BETWEEN HWYS 27 & 33 ORB 5712 PG 447		
NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.			

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class	Value	Land Value
1	AUTO REPAIR SHOP (2710)	0	0		2.380	Acre		\$174,228.00	\$174,228.00
Click here for Zoning Info i					FEMA Flood Map				

Commercial Building(s)

Building 1

Commercial

Building Value: \$216,018.00

Building Use: 1 STORY STORE (11C)

Structure Type:

Summary

Year Built: 1960

Total Effective Area: 7432

Full Bathrooms: 0

Half Bathrooms: 3

Elevators: 0

Elevator Landings: 0

Residential Units: 0

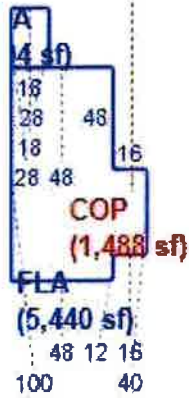
Kitchens: 0

Fireplaces: 0

Section(s)

Section Type	No. Stories	Ground Floor Area
COMMERCIAL CANOPY (COP)	1.00	1488
FINISHED LIVING AREA (FLA)	1.00	5944

[View Larger](#)



Miscellaneous Improvements

No.	Type	No. Units	Unit Type	Year	Depreciated Value
1	CARPORT/POLE SHED UNFINISHED (CUCP1)	3200	SF	1965	\$3,840.00
2	PAVING (CPAV1)	15000	SF	1965	\$12,150.00
3	PAVING (CPAV1)	10000	SF	1959	\$8,100.00
4	FENCE (CFEN1)	2000	SF	1999	\$1,152.00

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. [Follow this link to search all documents by owner's name.](#)

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
5712 / 447	05/13/2021	Warranty Deed	Unqualified	Improved	\$735,000.00
5047 / 475	12/28/2017	Warranty Deed	Unqualified	Improved	\$100.00
3694 / 682	10/20/2008	Warranty Deed	Unqualified	Improved	\$100.00
3561 / 1436	12/26/2007	Warranty Deed	Unqualified	Improved	\$0.00
2196 / 797	10/22/2002	Warranty Deed	Unqualified	Improved	\$0.00
1216 / 53	03/01/1993	Quit Claim Deed	Unqualified	Improved	\$0.00
902 / 365	12/01/1986	Quit Claim Deed	Unqualified	Improved	\$1.00

[Click here to search for mortgages, liens, and other legal documents.](#) [i](#)

Values and Estimated Ad Valorem Taxes [i](#)

Values shown are 2026 Working Values. If you need a 2025 Property Record Card, please contact our office. The Market Value listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$415,488	\$415,488	\$415,488	5.0254	\$2,087.99
SCHOOL BOARD STATE	\$415,488	\$415,488	\$415,488	3.0870	\$1,282.61
SCHOOL BOARD LOCAL	\$415,488	\$415,488	\$415,488	2.9980	\$1,245.63

LAKE COUNTY WATER DISTRICT	\$415,488	\$415,488	\$415,488	0.2940	\$122.15
NORTH LAKE HOSPITAL DIST	\$415,488	\$415,488	\$415,488	0.3859	\$160.34
ST JOHNS RIVER FL WATER MGMT DIST	\$415,488	\$415,488	\$415,488	0.1793	\$74.50
CITY OF LEESBURG	\$415,488	\$415,488	\$415,488	3.4752	\$1,443.90
LAKE COUNTY MSTU AMBULANCE	\$415,488	\$415,488	\$415,488	0.4629	\$192.33
LAKE COUNTY VOTED DEBT SERVICE	\$415,488	\$415,488	\$415,488	0.0400	\$16.62
				Total:	Total:
				15.9477	\$6,626.07

Exemptions Information

This property is benefitting from the following exemptions with a checkmark ✓

Homestead Exemption (first exemption up to \$25,000)	Learn More View the Law
Additional Homestead Exemption (up to an additional \$25,000)	Learn More View the Law
Limited Income Senior Exemption (applied to county millage - up to \$50,000)	Learn More View the Law
Limited Income Senior Exemption (applied to city millage - up to \$25,000) ❶	Learn More View the Law
Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	Learn More View the Law
Widow / Widower Exemption (up to \$5,000)	Learn More View the Law
Blind Exemption (up to \$500)	Learn More View the Law
Disability Exemption (up to \$5,000)	Learn More View the Law
Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Disability Exemption (\$5,000)	Learn More View the Law
Veteran's Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Combat Related Disability Exemption (amount varies)	Learn More View the Law
Deployed Servicemember Exemption (amount varies)	Learn More View the Law
First Responder Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Surviving Spouse of First Responder Exemption (amount varies)	Learn More View the Law
Conservation Exemption (amount varies)	Learn More View the Law
Tangible Personal Property Exemption (up to \$25,000)	Learn More View the Law
Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	Learn More View the Law
Economic Development Exemption	Learn More View the Law
Government Exemption (amount varies)	Learn More View the Law

NOTE: Information on this Property Record Card is compiled and used by the Lake County Property Appraiser for the sole purpose of ad valorem property tax assessment administration in accordance with the Florida Constitution, Statutes, and Administrative Code. The Lake County Property Appraiser makes no representations or warranties regarding the completeness and accuracy of the data herein, its use or interpretation, the fee or beneficial/equitable title ownership or encumbrances of the property, and assumes no liability associated with its use or misuse. See the posted [Site Notice](#).



MARK V. JORDAN

LAKE COUNTY PROPERTY APPRAISER
320 W. Main St., Suite A
Tavares FL 32778-3831

2025

NOTICE OF PROPOSED PROPERTY TAXES AND
PROPOSED OR ADOPTED NON-AD VALOREM ASSESSMENTS
LAKE COUNTY TAXING AUTHORITIES

REAL ESTATE
2323 S 14TH ST
03-20-24-0001-000-01002
N 150 FT OF S 693.7 FT OF SE 1/4 OF NE 1/4 LYING BETWEEN HWYS 27 &
33 & E 250 FT

AK NUMBER 1293961
MARTAM PROPERTIES LLC
2323 S 14TH ST
LEESBURG FL 34748-9006



587
8 - 160887



**DO NOT PAY
THIS IS NOT A BILL**

*SEE REVERSE SIDE FOR NON-AD VALOREM ASSESSMENTS
AND EXPLANATIONS OF THE COLUMNS BELOW.

For more information concerning this notice,
please visit our website at www.lcpafl.org.

TAXING AUTHORITY TAX INFORMATION

TAXING AUTHORITY 00L3	PRIOR 2024 TAXABLE VALUE	YOUR FINAL TAX RATE AND TAXES LAST YEAR		CURRENT 2025 TAXABLE VALUE	YOUR TAX RATE AND TAXES THIS YEAR IF NO BUDGET CHANGE IS MADE		YOUR TAX RATE AND TAXES THIS YEAR IF PROPOSED BUDGET CHANGE IS MADE	
	COLUMN 1	COLUMN 2 RATE	COLUMN 3 TAXES	COLUMN 4	COLUMN 5 RATE	COLUMN 6 TAXES	COLUMN 7 RATE	COLUMN 8 TAXES
Lake County BCC General Fund	377,530	5.0364	1,901.39	415,280	4.7597	1,976.61	5.0364	2,091.52
Lake Co Water Dist	377,530	0.2940	110.99	415,280	0.2801	116.32	0.2940	122.09
MSTU Ambulance	377,530	0.4629	174.76	415,280	0.4375	181.69	0.4629	192.23
Public Schools								
By State Law	403,691	3.1240	1,261.13	415,488	2.9694	1,233.75	3.0870	1,282.61
By Local Board	403,691	2.9980	1,210.27	415,488	2.8496	1,183.97	2.9980	1,245.63
Leesburg	377,530	3.4752	1,311.99	415,280	3.3131	1,375.86	3.4752	1,443.18
Water Management District								
St Johns Water Mgt	377,530	0.1793	67.69	415,280	0.1703	70.72	0.1793	74.46
Voter Approved Debt Payments								
Lake County BCC	377,530	0.0918	34.66	415,280	0.0400	16.61	0.0400	16.61
Independent Special Districts								
North Lake Hosp	377,530	0.4100	154.79	415,280	0.3859	160.26	0.4500	186.88
TOTAL AD VALOREM PROPERTY TAXES			6,227.67			6,315.79		6,655.21

PROPERTY APPRAISER VALUE INFORMATION

	MARKET VALUE	ASSESSED VALUE APPLIES TO SCHOOL MILLAGE	ASSESSED VALUE APPLIES TO NON-SCHOOL MILLAGE
PRIOR YEAR 2024	403,691	403,691	377,530
CURRENT YEAR 2025	415,488	415,488	415,280

ASSESSMENT REDUCTIONS	APPLIES TO	PRIOR VALUE 2024	CURRENT VALUE 2025
SAVE OUR HOMES	ALL TAXES	0	0
NON-HOMESTEAD 10% CAP	NON-SCHOOL TAXES	26,161	208
AGRICULTURAL CLASSIFICATION	ALL TAXES	0	0
OTHER	ALL TAXES	0	0
EXEMPTIONS	APPLIES TO	PRIOR VALUE 2024	CURRENT VALUE 2025

If you feel the market value of the property is inaccurate or does not reflect fair market value as of January 1, 2025 or if you are entitled to an exemption or classification that is not reflected, please contact the

Lake County Property Appraiser's Office at:
320 W. Main St., Suite A Tavares, FL 32778-3831
(352) 253-2150

If the Property Appraiser's Office is unable to resolve the matter as to the market value, classification, or an exemption, you may file a petition for adjustment with the Value Adjustment Board. Petition forms are available from the County Property Appraiser at www.lcpafl.org and must be filed on or before:

5:00 PM September 16, 2025

SEE REVERSE SIDE FOR NON-AD VALOREM ASSESSMENTS AND EXPLANATIONS OF THE COLUMNS ABOVE AND PUBLIC HEARING DATE, LOCATION, AND TIME.

LCPA-474N
R. 02/10

Lake County Notice of Proposed Property Taxes

The taxing authorities which levy property taxes against your property will soon hold **Public Hearings** to adopt budgets and tax rates for the next year. The purpose of these **Public Hearings** is to receive opinions from the general public and to answer questions on the proposed tax change and budget **Prior To Taking Final Action**. Each taxing authority may **Amend** or **Alter** its proposals at the hearing.

TAXING AUTHORITY HEARING INFORMATION

TAXING AUTHORITY	PUBLIC HEARING DATE, LOCATION AND TIME
BCC General Fund	September 9, 2025 at 5:05 PM BCC Chambers, 315 W Main St, Tavares FL 32778
MSTU Ambulance	September 9, 2025 at 5:05 PM BCC Chambers, 315 W Main St, Tavares FL 32778
By State Law	September 8, 2025 at 5:05 PM BCC Chambers, 315 W Main St, Tavares FL 32778
By Local Board	September 8, 2025 at 5:05 PM BCC Chambers, 315 W Main St, Tavares FL 32778
Leesburg	September 11, 2025 at 5:30 PM City Hall, 501 W Meadow St, Leesburg FL 34748
St Johns Water Mgt	September 8, 2025 at 5:05 PM Hwy 100 West, 4049 Reid St, Palatka FL 32177
Lake County BCC	September 9, 2025 at 5:05 PM BCC Chambers, 315 W Main St, Tavares FL 32778
Lake Co Water Dist	September 9, 2025 at 5:05 PM BCC Chambers, 315 W Main St, Tavares FL 32778
North Lake Hosp	September 11, 2025 at 5:30 PM BCC Chambers, 315 W Main St, Tavares FL 32778

YOUR FINAL TAX BILL MAY CONTAIN NON-AD VALOREM ASSESSMENTS WHICH MAY NOT BE REFLECTED ON THIS NOTICE SUCH AS ASSESSMENTS FOR ROADS, FIRE, GARBAGE, LIGHTING, DRAINAGE, WATER, SEWAGE, OR OTHER GOVERNMENTAL SERVICES AND FACILITIES WHICH MAY BE LEVIED BY YOUR COUNTY, CITY, SPECIAL DISTRICTS OR OTHER TAXING AUTHORITY.

NOTE: Non-ad valorem assessments are placed on this notice at the request of the respective local governing boards. Your tax collector will be including them on the November tax notice. For details on particular non-ad valorem assessments contact the levying local governing boards.

NOTE: Amounts shown on this form do not reflect early payment discounts you may have received or may be eligible to receive. (Discounts are a maximum of 4 percent of the amounts shown on this form).

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	PURPOSE OF ASSESSMENT HEARING DATE, TIME, LOCATION, CONTACT	UNITS	RATE	ASSESSMENT
Leesburg	Fire Rescue Commercial Units Sept 11, 5:30 PM 501 W Meadow St (352)728-9783	5944.00	0.09	534.96
TOTAL ASSESSMENTS				534.96

EXPLANATION OF 'TAXING AUTHORITY TAX INFORMATION' SECTION

COLUMN 1 - "PRIOR TAXABLE VALUE"

This column shows the prior assessed value less all applicable exemptions used in the calculation of taxes for that specific taxing authority.

COLUMNS 2 & 3 - "YOUR FINAL TAX RATE AND TAXES LAST YEAR"

These columns show the tax rate and taxes that applied last year to your property. These amounts were based on budgets adopted last year and your property's previous taxable value.

COLUMN 4 - "CURRENT TAXABLE VALUE"

This column shows the current assessed value less all applicable exemptions used in the calculation of taxes for that specific taxing authority. Various taxable values in this column may indicate the impact of Limited Income Senior or the Additional Homestead Exemption. Current year taxable values are as of January 1, 2025.

COLUMNS 5 & 6 - "YOUR TAX RATE AND TAXES IF NO BUDGET CHANGE IS MADE"

These columns show what your tax rate and taxes will be IF EACH TAXING AUTHORITY MAKES NO CHANGE TO ITS PROPERTY TAX LEVY. These amounts are based on last year's budgets and your current assessment.

COLUMNS 7 & 8 - "YOUR TAX RATE AND TAXES IF PROPOSED BUDGET CHANGE IS MADE"

These columns show what your tax rate and taxes will be this year under the BUDGET ACTUALLY PROPOSED by each taxing authority. The proposal is NOT final and may be amended at the public hearings shown at the top of this notice. The difference between columns 6 and 8 is the tax change proposed by each local taxing authority and is NOT the result of higher assessments.

EXPLANATION OF 'PROPERTY APPRAISER VALUE INFORMATION' SECTION

MARKET (JUST) VALUE: The most probable sale price for a property in a competitive, open market involving a willing buyer and a willing seller.

ASSESSED VALUE: The value of your property after any "assessment reductions" have been applied. This value may also reflect an agricultural classification. If "assessment reductions" are applied or an agricultural classification is granted, the assessed value may be different for School versus Non-School taxing authorities and for the purpose of calculating tax levies.

ASSESSMENT REDUCTION: Properties can receive an assessment reduction for a number of reasons including the Save Our Homes Benefit and the 10% non-homestead property assessment limitation. Agricultural Classification is not an assessment reduction. It is an assessment determined per Florida Statute 193.461.

EXEMPTIONS: Any exemption that impacts your property is listed in this section along with its corresponding exemption value. Specific dollar or percentage reductions in assessed value may be applicable to a property based upon certain qualifications of the property or property owner. In some cases, an exemption's value may vary depending on the taxing authority. The tax impact of an exemption value may also vary for the same taxing authority, depending on the levy (i.e. operating millage vs. debt service millage).

TAXABLE VALUE: Taxable value is the value used to calculate the tax due on your property. Taxable value is assessed value minus the value of your exemptions.

ESTIMATE



Prepared For

Hampton Auto Repair

Mustard Seed Land Maintenance LLC

9 Sequoia Loop Ln
 Ocklawaha, FL 32179
 Phone: (352) 789-0453
 Email: mustardseedland@proton.me

Estimate # 57

Date 12/18/2025

Description	Quantity	Total
Fence Removal Remove approximately 750 ft of 6' chain link	750	\$4,500.00
Fence Installation Install 6' chain link with 3 strands of barbed wire on top with 2 gates around 3 sides of property	1	\$35,000.00
Land Clearing Clear vegetation and trees along fence lines to allow for new fence installation and more room for storage	1	\$7,500.00
Burn debris on site Burn debris on site as long as weather permits	1	\$1,500.00
Subtotal		\$48,500.00
Total		\$48,500.00

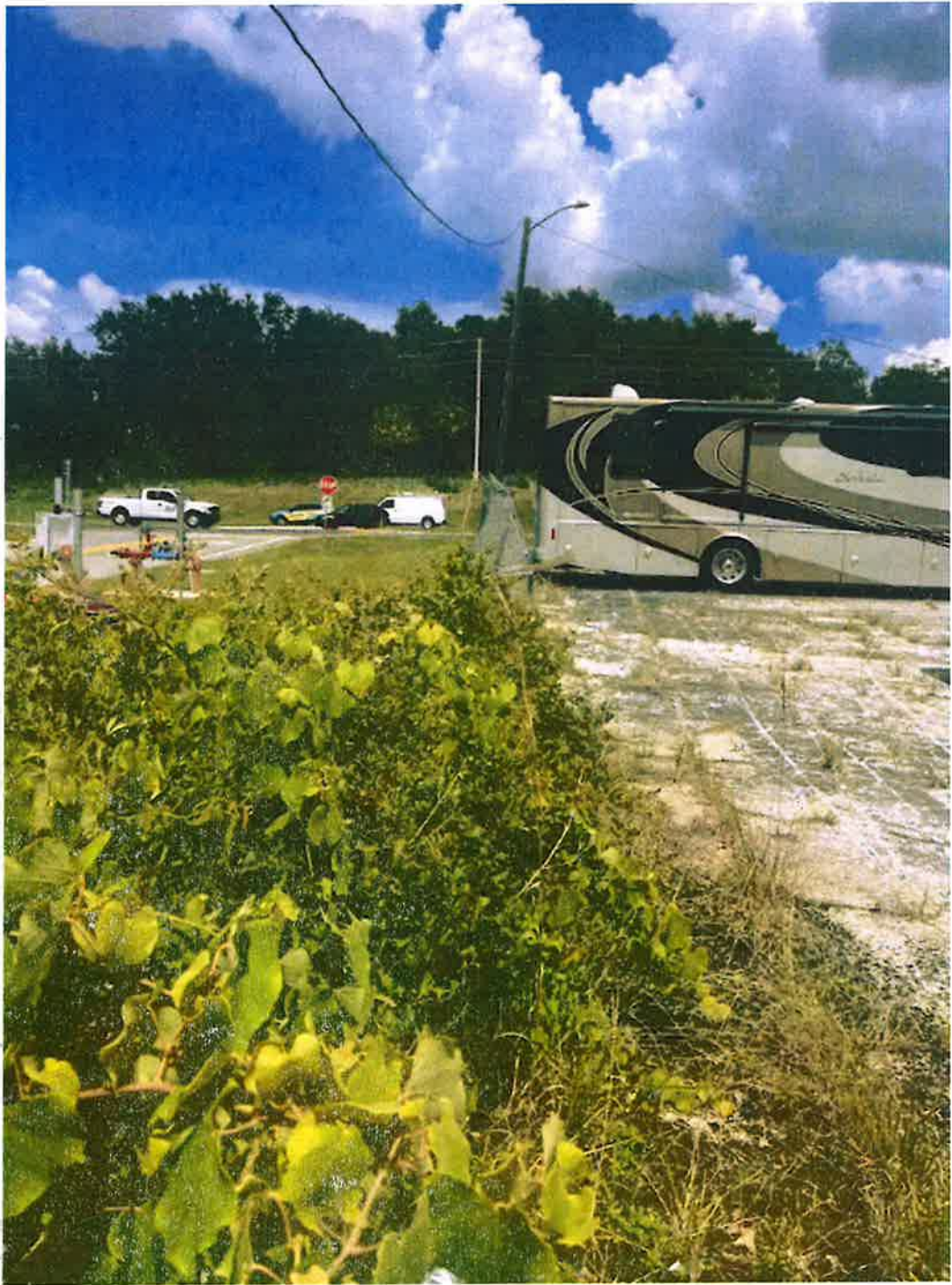
By signing this document, the customer agrees to the services and conditions outlined in this document.

Hampton Auto Repair









SGA - 26 - 1004

FSL GRANT APPLICATION
FAÇADE IMPROVEMENT GRANT PROGRAM

1. Project Location (Address of Property to be improved)

1333 S 14th Street, Leesburg, FL 34748

Assessor Parcel Number(s):

Name of Business(es) in Project Liquor Land

Building Frontage Measurement of Project: 60 Ft

2. Applicant Information:

Name: Narindra Jeethan

Mailing Address: 1333 S 14th St

City: Leesburg

State: FL

Zip: 34748

Phone: 818-292-7054

Email: jeethan.narindra@gmail.com

Do you Own, Rent or Lease the subject property? Lease

*** If you are not the owner, the owner will need to co-sign this application. ***

3. **Businesses or Services Offered on Site:**

Retail Liquor Store

4. **Description of Proposed Improvements:**

Relocated business to Leesburg and want to install a new sign instead of using my
existing sign from old location.

5. **Please identify ways in which this project supports the Overlay District Concepts**

The installation of a new, professionally designed sign enhances S 14 St's visual appeal
with attractive storefront identification, contributing to a cohesive commercial streetscape
and supporting the City's CRA redevelopment goals.

6. **Submittals** - Applications **must** include the following materials, if applicable, for consideration by the City:

- ☐ Photos of the Project
- ☐ Business Description
- ☐ Sign and/or Awning Renderings
- ☐ Color Samples

☐ Architectural Concepts – If Applicable

7. Estimated Costs and Timing: Please provide copies of three vendor bids/estimates or other documentation of cost estimates for all project work.

- a. Window or Door Replacement: _____
- b. Exterior paint or siding: _____
- c. Signage : 7,500 to 8,000
- d. Exterior Lighting: _____
- e. Façade/Exterior Architectural Improvements: _____
- f. Architectural/Design Fees: _____
- g. Landscape/Hardscape Improvements: _____
- h. Awnings or Shutters: _____
- i. Building Permit/Planning Fees: _____
- j. Other Proposed Improvements (specify): _____
- k. _____
- l. _____
- m. _____

TOTAL ESTIMATED COST: 7,500 to 8,000

ESTIMATED COMPLETION DATE: 6/30/2026

SIGNATURES

Signed: Narindra Jeethan
Applicant and/or Property Owner

Date: 4/20/2026

Printed Name: Narindra Jeethan

Signed: 
Property Owner – If Required

Date: 04/21/2026

Printed Name: Janak Desai - Property Manager

This Section for City Use

Amount Recommended: \$ _____

Date Reviewed: _____

Recommendation to Commission/CRA: _____

Action: _____

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, AMENDING SECTION 7-170 OF THE CITY OF LEESBURG CODE OF ORDINANCES, AMENDING THE EXISTING FAÇADE, SIGN AND LANDSCAPE GRANT PROGRAM, EXPRESSING PURPOSE, ELIGIBLE LOCATIONS; CREATING AN APPLICATION PROCESS AND CRITERIA; SETTING FORTH REQUIREMENTS AND CONDITIONS; IMPLEMENTING PROCEDURES; REPEALING CONFLICTING ORDINANCES; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1.

Section 7-170 of the Code of Ordinances of the City of Leesburg, Florida, is hereby modified and readopted as set forth below:

A. PURPOSE, COMPLIANCE AND DISCRETION

1. The City of Leesburg's Façade, Signage and Landscaping Improvement Grant Program (FSL Grant) is a program designed to encourage private investment in visible exterior property, building and sign improvements that enhance the value of commercial/residential property, while meeting the intent and mission of the City to improve the aesthetics and ambiance of specific major corridors. The program may provide as much as \$50,000. Funds appropriated annually by the City Commission and funding shall be available on a first come first serve basis. However, the program may be subject to the availability of funds, as determined by the City Commission.
2. FSL Grants must support the goals of the City Commission and be in compliance with corresponding building signage, architectural standards and other City regulations.
3. Applicants are reminded that grant awards made are discretionary in nature and should not be considered an entitlement by the applicant. All grant criteria contained herein are guidelines for awards and successful applicants may receive any amount up to the maximum award. Should an application meet all grant criteria, a grant may or may not be awarded at the City Commission's discretion due to a number of circumstances such as funding limitations, competing applications, and/or competing priorities.

B. ELIGIBILITY REQUIREMENTS

1. The FSL Grant Program is available to businesses and/or building owners that are located with the target districts, as specified in Exhibit "A". These districts include areas within the

City's CRA boundaries that have frontage on roadways to include U.S.27, U.S. 441, Main Street, plus all properties fronting Dixie Avenue and South Street. Businesses applying for the FSL Grant must be properly licensed and applicants must be a permitted/conforming use within the district.

2. Applications will not be accepted from property owners (and tenants of the property owners) who are delinquent on their property taxes. Applicants must not have any outstanding code liens or code violations that cannot be remedied with this grant assistance.

C. ELIGIBLE IMPROVEMENTS

1. The FSL Grant Program shall provide matching funds for exterior (street side) improvements that are consistent with and further the implementation of the Land Development Code, respective CRA Redevelopment Plans and the City Comprehensive Plan. Funds may be used for the following improvements:
 - a. Replacement of windows and doors;
 - b. Exterior painting or siding as part of an overall façade renovation program. For example, painting is an eligible expense when done in conjunction with other major exterior improvements such as roof line changes, dormers, gable.
 - c. New signs as part of an overall improvement program for an existing improved property and removal of existing non-conforming and blighted signs;
 - d. Landscaping when associated with a Façade Renovation Program, replacement of a nonconforming sign, or an overall improvement program for an existing improved property;
 - e. Exterior architectural amenities (e.g., addition or improvement of balconies, porches or arcades);
 - f. Awnings and shutters, other exterior (street-side) façade improvements (considered by the Commission on a case-by-case basis);
 - g. Architectural, engineering or landscape architectural services to design improvements may be funded through this program (maximum of 10% of total grant award).

***NOTE: This list is illustrative.**

All architectural designs, materials and colors must be consistent with the historic and architectural heritage of the City of Leesburg Code of Ordinances adopted under Ordinance 16-35 Architectural Design Standards and Ordinance 03112 Historic District Ordinance and Guidelines.

D. NON-ELIGIBLE IMPROVEMENTS

1. The FSL Grant Program cannot be used to fund miscellaneous maintenance items not provided in Section C, interior renovations or roof repair. The FSL grant can be used to fully replace, non-conforming signs.

Any improvements constructed or installed prior to City Council approval are not eligible.

E. AVAILABLE FUNDING AND MATCHING REQUIREMENT

1. The City shall fund this program from various sources to include, the Downtown Leesburg CRA; 441/27 CRA; Carver Heights CRA; and the General Fund. It is anticipated that 3-5 projects per year will receive funding; however, if additional funding is available, more funding cycles may be considered.
2. All façade, signage and landscaping grants shall be funded 90% by the City and 10% by the applicant. The City's portion shall not exceed \$50,000.

F. APPLICATION PROCESS AND DEADLINE

1. Applications will be accepted on a first come, first served basis.
2. It is the intent of the City Commission to conduct one FSL Grant Program annually, commencing on October 1st each year. All applications for funding shall be due on **November 15th** or the next immediate workday if the day is a holiday or weekend.
3. Application deadlines may change if funding levels permit additional grant cycles. In that case, there will be no deadline for application, provided that the application is processed pursuant to section F.4 of this policy.
4. The following application process shall be used for all grant applications submitted under this section:
 - a. The applicant receives an FSL Grant Program Application. Application forms are available in the following locations:
 - i. City Hall – 501 West Meadow Street;
 - ii. Planning and Zoning Department - 204 South Fifth Street;
 - iii. The Leesburg Area Chamber of Commerce- 1195 W Magnolia St.; and iv.

The City of Leesburg website: www.leesburgflorida.gov.
 - b. The applicant completes the application and submits it to the City for review and consistency with the CRA Redevelopment Plan, the Land Development Code, the City Comprehensive Plan and any other applicable plans.

The application package includes the following:

- i. Completed application;
- ii. Proof of ownership of the property;
- iii. Proof of paid property taxes (current and prior years); iv. Copy of an estimate for the work to be completed;
- v. Photos of area to be improved;
- vi. Other information as needed to ensure all proposed work will be performed to meet the guidelines herein.

- c. The applicant is responsible for all building and other permits and fees associated with the proposed project.
- d. Applicants are advised to submit a complete application and all supporting materials pursuant to the instructions in the packet. Incomplete applications may not be reviewed.
- e. The FSL Committee shall review the applications according to the program selection criteria and shall score the grant application based upon the FSL grant criteria established herein. The FSL Committee shall forward a recommendation to the City Commission for final grant consideration. The Commission shall approve, approve with modifications, or deny the funding application.
- f. The FSL Committee shall consist of three (3) individuals, to include the City Manager or Deputy City Manager, the Planning and Zoning Director and the Housing Director.
- g. FSL grant applications will not be considered if the single building/property under the same ownership has received maximum grant funds (\$50,000) within two previous fiscal years. Additionally, points will be awarded to first time applicants and/or applicants that have not previously received a grant in the past two years.
- h. The following FSL Grant selection criteria may be used to review and rate applications for final funding. Criteria is derived from the goals and objectives of the City's adopted Redevelopment Plan(s), as well as the City's adopted Comprehensive Plan. Criteria are weighted with a maximum score of 100 points, as follows:

Streetscape Aesthetics and Functionality and Quality of Design (Up to 30 Points) – Degree to which the proposed project enhances the streetscapes of Leesburg, including the addition or enhancement of display windows, awnings, landscaping, handicapped accessibility and architectural amenities such as arcades, balconies and porches. Points are awarded for achieving the goals of the Redevelopment District, the Comprehensive Plan and remedying nonconformities.

Conformity to City Regulations and Redevelopment Goals (Up to 25 Points) – Degree to which the proposed project promotes the character of Leesburg and promotes redevelopment goals through the use of urban design principles, site design, architecture, materials, color, landscaping and other visual elements.

Removal of Slum and Blight and Positive Impact to Neighborhood (Up to 25 Points) – Degree to which the proposed project upgrades or eliminates substandard structures; code violations and/or eliminates non-conforming uses, as well as achieving the redevelopment goals of the City of Leesburg. iv.

Historic Preservation and Materials (Up to 15 Points) – Degree to which the proposed project promotes the historic character of Leesburg, through historic preservation, adaptive re-use of historic structures, site design, architecture, materials, landscaping and other visual and physical amenities.

Previous Grant Assistance (Up to 5 Points) – Applicants who have not been awarded the grant in the previous two years are eligible for five (5) points.

G. GRANT AWARD BY THE CITY COMMISSION OR CRA COMMISSION

1. The FSL Committee will review the applications according to the program selection criteria and shall score the grant application based upon the FSL grant criteria established herein. The FSL Committee shall forward a recommendation to the City Commission of respective Community Redevelopment Agency (CRA) Board for final grant consideration. The Commission or CRA Board shall approve, approve with modifications or deny the funding application at a regular meeting of the City Commission or respective CRA meeting.
2. The FSL Committee consists of three (3) individuals, including the City Manager or Deputy City Manager, the Planning and Zoning Manager, and the Housing Director.
3. The City Commission or CRA Board shall have sole authority to award FSL grants. If a grant application is denied, the applicant may reapply during the next funding cycle. The Commission's or CRA Board's decision shall be final.

H. FSL GRANT FINAL FUNDING TO APPROVED GRANT RECIPIENTS

1. For approved grant projects, prior to construction of improvements, the applicant must submit and receive applicable building and other regulatory permits.
2. Approved Applicants will receive grant funds after the project is completed and all associated costs have been paid. Upon completion of approved work, in order to receive grant payment, the applicant must submit documentation of work completed and proof of payment. It is the responsibility of the award recipient to maintain proper documentation of funds expended in the course of completing the improvement project. Release of funds is subject to submission, review and approval of this documentation. All improvements must be completed essentially as presented to the City Commission or CRA Board in order to receive payment.
3. If the project is not completed, has not commenced, is not approved at its final inspection, or does not receive its final inspection within one (1) year of award, the grant award shall expire and the applicant shall not receive pledged funds. The applicant may request a six-month extension. Only the Commission or CRA Board, may grant extensions.
4. Upon completion of the improvements and approval by the City and final inspection, the applicant must submit a "reimbursement package" to the City which shall include the following:
 - a. Completed reimbursement form (provided by the City);
 - b. Copies of applicable invoices or receipts;
 - c. Proof of payment for improvements; and,
 - d. Before/After photos of the improvements.

I. MISCELLANEOUS INFORMATION

1. The City of Leesburg is required to file informational returns (Form 1099-G) for individuals and entities receiving grants from the City. This information is confidential and will only be used for informational return reporting purposes. Grant recipients must sign and return a W9 form to the City before funds can be distributed.

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

THE CITY OF LEESBURG, FLORIDA

Alan Reisman, Mayor

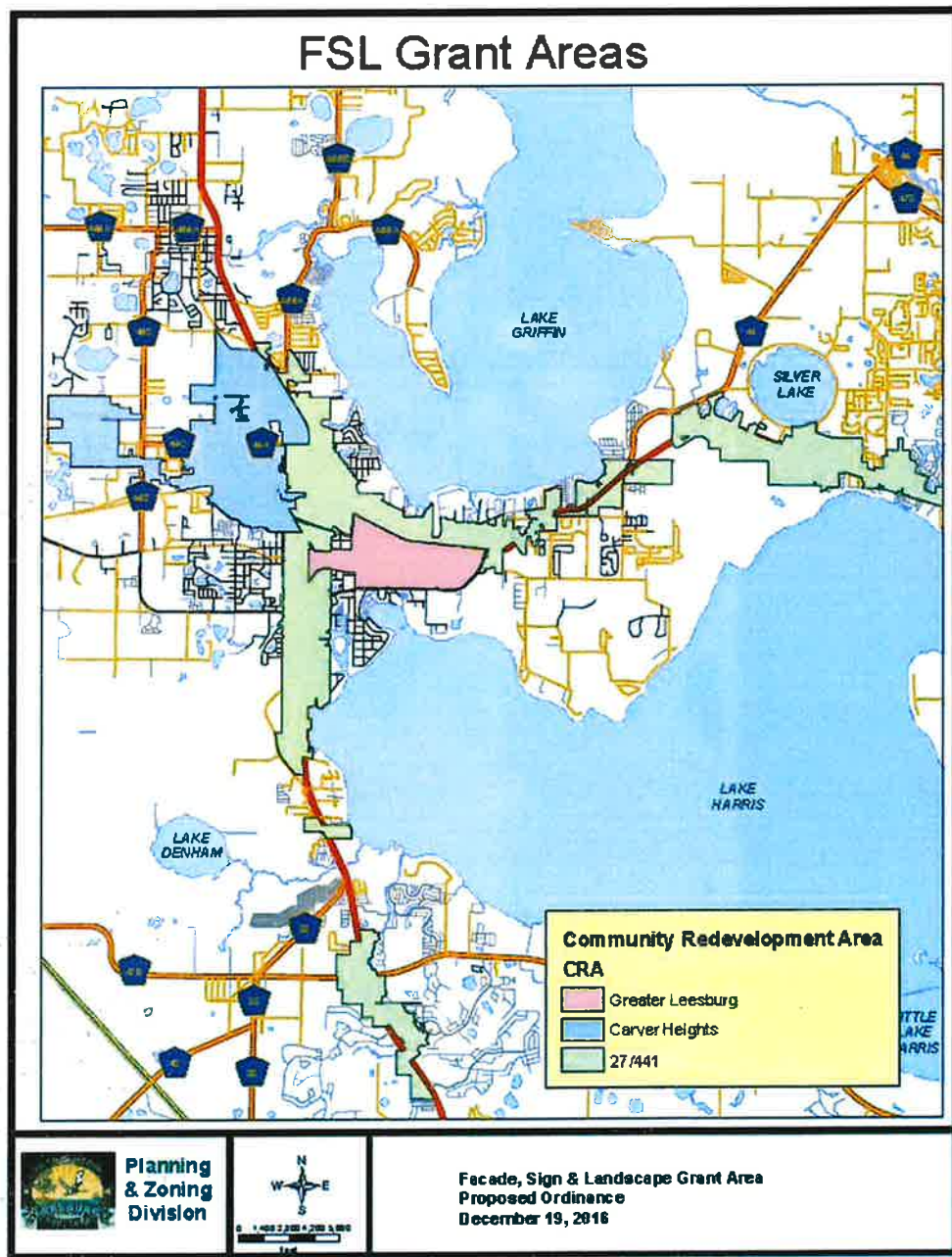
ATTEST:

City Clerk

DISCLAIMER NOTE:

Neither the City of Leesburg, nor its affiliates, shall be responsible for planning, design, or construction of improvements to property owned by the applicant. No warranties or guarantees expressed or implied by the description of, application for, or participation in the Façade, Signage and Landscaping Improvement Grant Program. The applicant is advised to consult with licensed architects, engineers, or building contractors before proceeding with final plans for construction.

MAP OF CRA BOUNDARY



HOLIDAY CLOSURE In observance of Memorial Day, our offices will be closed on Monday, May 25th.
We will resume regular business hours on Tuesday, May 26th.

PROPERTY RECORD CARD

General Information

Name:	LEESBURG LADYBUG LLC	Alternate Key:	1774781
Mailing Address:	8136 CENTRALIA CT STE 103 LEESBURG, FL 34788 Update Mailing Address	Parcel Number: ⓘ	34-19-24-0001-000-00201
		Millage Group and City:	00L3 Leesburg
		2025 Total Certified Millage Rate:	15.9477
		Trash/Recycling/Water/Info:	My Public Services Map ⓘ
Property Location:	1319 S 14TH ST LEESBURG FL, 34748	Property Name:	SOUTHSIDE PLAZA Submit Property Name ⓘ
		School Information:	School Locator & Bus Stop Map ⓘ School Boundary Maps ⓘ
Property Description:	FROM NE COR OF SEC RUN S 89DEG 52MIN W 22.45 FT, S'LY ALONG R/W OF US HWY 27 A DIST OF 387.7 FT, S 89DEG 52MIN W 235 FT, S PARALLEL TO HWY 103.3 FT TO POB, CONT S 227 FT, N 89DEG 52MIN E 235 FT, S'LY ALONG HWY R/W 435.3 FT, S 89DEG 54MIN W 150 FT, S'LY PARALLEL TO HWY R/W 150 FT, S 89DEG 54MIN W 426.79 FT, N 0DEG 00MIN 50SEC E 283 FT, S 89DEG 52MIN W 50 FT, N 0DEG 00MIN 50SEC E 302.24 FT, N 89DEG 52MIN E 290.12 FT, N PARALLEL WITH SAID HWY 227 FT, N 89DEG 52MIN E 105 FT TO POB ORB 5959 PG 1700		
NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.			

Land Data

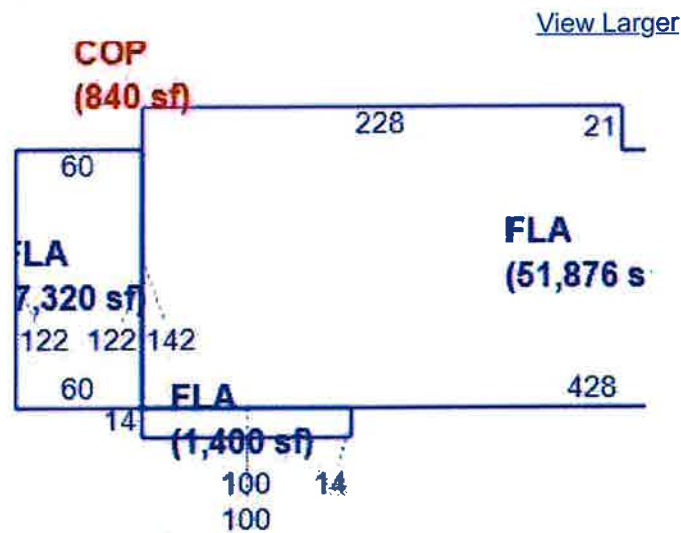
Line	Land Use	Frontage	Depth	Notes	No.	Units	Type	Class	Value	Land Value
1	SHOPPING CENTER COMMUNITY ANCHORED (1600)	0	0		352851	0.000	Square Feet		\$1,446,407.00	\$1,446,407.00
				Click here for Zoning Info i						
				FEMA Flood Map						

Commercial Building(s)

Building 1

Commercial	Building Value: \$3,641,952.00 Building Use: SHOPPING CENTER COMMERCIAL (16C) Structure Type:
Summary	Section(s)

Year Built:	1977	Section Type	No. Stories	Ground Floor Area
Total Effective Area:	61436	COMMERCIAL CANOPY (COP)	1.00	840
Full Bathrooms:	0	FINISHED LIVING AREA (FLA)	1.00	60596
Half Bathrooms:	12			
Elevators:	0			
Elevator Landings:	0			
Residential Units:	0			
Kitchens:	0			
Fireplaces:	0			

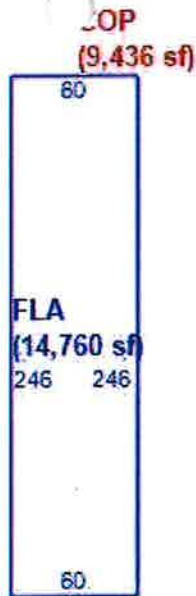


Building 2

Commercial	Building Value: \$955,207.00 Building Use: SHOPPING CENTER COMMERCIAL (16C) Structure Type:
------------	---

Summary		Section(s)		
Year Built:	1977	Section Type	No. Stories	Ground Floor Area
Total Effective Area:	24196	COMMERCIAL CANOPY (COP)	1.00	9436
Full Bathrooms:	5	FINISHED LIVING AREA (FLA)	1.00	14760
Half Bathrooms:	8			
Elevators:	0			
Elevator Landings:	0			
Residential Units:	0			
Kitchens:	0			
Fireplaces:	0			

[View Larger](#)



Miscellaneous Improvements

No.	Type	No. Units	Unit Type	Year	Depreciated Value
1	PAVING (CPAV2)	11386	SF	1976	\$15,941.00
2	PAVING (CPAV1)	208023	SF	1976	\$168,499.00

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. [Follow this link to search all documents by owner's name.](#)

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
5959 / 1700	05/11/2022	Warranty Deed	Qualified	Improved	\$5,690,000.00
2333 / 1893	05/19/2003	Warranty Deed	Qualified	Improved	\$1,780,600.00
1805 / 1183	01/21/2000	Warranty Deed	Qualified	Improved	\$1,475,000.00
1571 / 1999	12/23/1997	Warranty Deed	Unqualified	Improved	\$2,200,000.00
691 / 613	01/01/1979	Misc Deed/Document	Qualified	Improved	\$1,940,900.00

[Click here to search for mortgages, liens, and other legal documents.](#) [i](#)

Values and Estimated Ad Valorem Taxes [i](#)

Values shown are 2026 Working Values. If you need a 2025 Property Record Card, please contact our office.

The Market Value listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$6,228,006	\$6,228,006	\$6,228,006	5.0254	\$31,298.22
SCHOOL BOARD STATE	\$6,228,006	\$6,228,006	\$6,228,006	3.0870	\$19,225.85
SCHOOL BOARD LOCAL	\$6,228,006	\$6,228,006	\$6,228,006	2.9980	\$18,671.56
LAKE COUNTY WATER DISTRICT	\$6,228,006	\$6,228,006	\$6,228,006	0.2940	\$1,831.03

NORTH LAKE HOSPITAL DIST	\$6,228,006	\$6,228,006	\$6,228,006	0.3859	\$2,403.39
ST JOHNS RIVER FL WATER MGMT DIST	\$6,228,006	\$6,228,006	\$6,228,006	0.1793	\$1,116.68
CITY OF LEESBURG	\$6,228,006	\$6,228,006	\$6,228,006	3.4752	\$21,643.57
LAKE COUNTY MSTU AMBULANCE	\$6,228,006	\$6,228,006	\$6,228,006	0.4629	\$2,882.94
LAKE COUNTY VOTED DEBT SERVICE	\$6,228,006	\$6,228,006	\$6,228,006	0.0400	\$249.12
				Total:	Total:
				15.9477	\$99,322.36

Exemptions Information

This property is benefitting from the following exemptions with a checkmark ✓

Homestead Exemption (first exemption up to \$25,000)	Learn More View the Law
Additional Homestead Exemption (up to an additional \$25,000)	Learn More View the Law
Limited Income Senior Exemption (applied to county millage - up to \$50,000)	Learn More View the Law
Limited Income Senior Exemption (applied to city millage - up to \$25,000)	Learn More View the Law
Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	Learn More View the Law
Widow / Widower Exemption (up to \$5,000)	Learn More View the Law
Blind Exemption (up to \$500)	Learn More View the Law
Disability Exemption (up to \$5,000)	Learn More View the Law
Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Disability Exemption (\$5,000)	Learn More View the Law
Veteran's Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Combat Related Disability Exemption (amount varies)	Learn More View the Law
Deployed Servicemember Exemption (amount varies)	Learn More View the Law
First Responder Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Surviving Spouse of First Responder Exemption (amount varies)	Learn More View the Law
Conservation Exemption (amount varies)	Learn More View the Law
Tangible Personal Property Exemption (up to \$25,000)	Learn More View the Law
Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	Learn More View the Law
Economic Development Exemption	Learn More View the Law
Government Exemption (amount varies)	Learn More View the Law

NOTE: Information on this Property Record Card is compiled and used by the Lake County Property Appraiser for the sole purpose of ad valorem property tax assessment administration in accordance with the Florida Constitution, Statutes, and Administrative Code. The Lake County Property Appraiser makes no representations or warranties regarding the completeness and accuracy of the data herein, its use or interpretation, the fee or beneficial/equitable title ownership or encumbrances of the property, and assumes no liability associated with its use or misuse. See the posted [Site Notice](#).

ESTIMATE

Jay Berry Signs Inc.
125 Montclair Rd
Leesburg, FL 34748-9773

sales@jayberrysigns.com
+1 (352) 805-4050
https://www.jayberrysigns.com

J W Berry Signs INC
PO Box 491620
Leesburg, FL 34749

Bill to
Liquor Land
1333 S 14th Street
Leesburg, FL 34748

Ship to
Liquor Land
1333 S 14th Street
Leesburg, FL 34748

Estimate details

Estimate no.: 1035
Estimate date: 04/21/2026

#	Product or service	Description	Qty	Rate	Amount
1.	Sales - Services	One set 24" lighted channel letters on a raceway "Liquor Land". Installed. Permit acquisition, Permit and Engineering fees Included in price. \$5,000.00 Deposit required to start project. Balance due upon receipt.	1	\$7,830.00	\$7,830.00
2.		All ELECTRICAL TO THE SIGN BY OTHERS, J W BERRY SIGNS, INC. IS NOT RESPONSIBLE FOR RUNNING POWER. Sign Company will connect existing circuits if they are within 10' of sign. All work as per approved specs, scale color layout. Installed. 24 Volt LED Lighting. MET Listed. Two (2) Year Warranty on Parts & Labor.			
Total					\$7,830.00

Accepted date

Accepted by

PROJECT NAME:

Liquor Land

ADDRESS:

1333 S 14th
St Leesburg, FL 34748

SIGN TYPE:

Front Lit Channel Letters

DATE OF LAST REVISION:

2/6/2026

PROJECT MANAGER:

Jonathan Johnson
jonathan@signcraftersflorida.com

DESIGNER:

Danny Melendez
danny@signcraftersflorida.com

STANDARD REQUIREMENTS

ELECTRICAL REQUIREMENTS

SIGNCRAFTERS WILL MAKE FINAL CONNECTION TO THE ELECTRICAL SYSTEM AND SHALL BE RESPONSIBLE FOR THE ELECTRICAL SYSTEM WITHIN A FEET OF SIGN WALLS WITHIN THE SCOPE OF THE LICENSE PROVIDED. IF THE SIGN IS MORE THAN 4 FEET TALL, THE SIGNCRAFTERS WILL BE RESPONSIBLE FOR THE ELECTRICAL SYSTEM WITHIN A FEET OF SIGN WALLS. THE SIGNCRAFTERS WILL BE RESPONSIBLE FOR THE ELECTRICAL SYSTEM WITHIN A FEET OF SIGN WALLS. THE SIGNCRAFTERS WILL BE RESPONSIBLE FOR THE ELECTRICAL SYSTEM WITHIN A FEET OF SIGN WALLS.

SIGN REQUIREMENTS

A DEDICATED SINGLE PHASE 120V/20A CIRCUIT JUNCTION BOX SHALL BE INSTALLED WITHIN A FEET OF SIGN WALLS. THE BOX SHALL BE GROUND NEUTRAL THREE (3) WIRING. THE BOX SHALL BE GROUND NEUTRAL THREE (3) WIRING. THE BOX SHALL BE GROUND NEUTRAL THREE (3) WIRING.

NEC CODE REQUIREMENTS

THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE 2009 NEC CODE. THE SIGNCRAFTERS WILL BE RESPONSIBLE FOR THE ELECTRICAL SYSTEM WITHIN A FEET OF SIGN WALLS. THE SIGNCRAFTERS WILL BE RESPONSIBLE FOR THE ELECTRICAL SYSTEM WITHIN A FEET OF SIGN WALLS.

1915 Greenleaf Lane
Leesburg, FL 34748
Office 352-323-1862
signcraftersflorida.com

EST2001170



EST2822



Additional Details

A Front Lit Channel Letters, Red Acrylic Faces with Red LED's and Black Trim Cap and Returns

JB Required Junction Box that provides a direct electrical connection to the sign, allowing compliance with local code requirements.

LIQUOR LAND

NIGHT VIEW

This drawing is the sole property of Sign Crafters of Florida, Inc. and is submitted solely for the purpose of conveying design, fabrication and installation intent. By accepting this document from Sign Crafters of Florida, Inc., client agrees that it will not be used for any other purpose without the written consent of Sign Crafters of Florida, Inc. and shall remain the property of Sign Crafters of Florida, Inc. and shall not be reproduced, copied, or transmitted in any form or by any means, including electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of Sign Crafters of Florida, Inc. By signing this document, client agrees to the build style, including materials, colors, size, lighting (if applicable) and install location, as well as workmanship outlined. Should any changes be requested following the signing of this document, additional fees may apply.

ESTIMATE

SignCrafters of Central Florida, LLC
1915 Greenleaf Ln
Leesburg, FL 34748

billing@signcraftersflorida.com
+1 (352) 323-1862
www.signcraftersflorida.com



Bill to
Liquor Land

Estimate details

Estimate no.: 7657
Estimate date: 02/09/2026
Expiration date: 05/09/2026

Prepared by: Corey Hurd
PO Number / Memo: Liquor Land CL

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Technical Site Survey	Technical Site Survey for Channel Letters Signage at: 1333 S 14th St Leesburg FL 34746 *Electrical Signage Must Have Dedicated Lockable Electrical Circuit within 6ft of Sign* *Additional Fees May Apply if Not Supplied Before Day of Install* I:1 H:1 D:0.15 T:1 M:4.5 T:1 H:0 P:0	1	\$225.00	\$225.00
2.		Front Lit Channel Letters	Front Lit Channel Letters "LIQUOR LAND" Overall Size: 215.53" W x 24" H 3/16" Red Acrylic Faces 1" Black Trim Cap 3" Black Returns Red LED Illumination 3mm ACM Backs 7" Raceway Mounted For Internal Use Only: V:0 R:2.5 F:2 C:19 P:2 A:9 L:2	1	\$5,075.00	\$5,075.00
3.		Engineering	Sealed Engineered Channel Letters Drawings	1	\$200.00	\$200.00

Required by City for Permit
Submittal

4.	Installation	Installation of Channel Letters Signage at: 1333 S 14th St Leesburg FL 34746 *Electrical Signage Must Have Dedicated Lockable Electrical Circuit within 6ft of Sign* *Additional Fees May Apply if Not Supplied Before Day of Install* L:2 H:2.5 D:0.15 T:1 M:4.5 T:1 H:0 P:0	1	\$775.00	\$775.00
5.	Sign Permit	(ESTIMATED) Municipality Permit Fee : Billed at Cost Please Note: Your final invoice will include the actual adjusted permit fee amount. The exact cost is unknown at time of original estimate/invoice and will not be known until permit is issued by the governing municipality.	1	\$500.00	\$500.00
6.	Permitting Procurement	Acquisition fees: Staff Time for permit processing including final inspections. Please Note: On average the permitting process can take up to 4-6 weeks depending on the city.	1	\$550.00	\$550.00
7.	NOC	Notice of Commencement Recording Services	1	\$50.00	\$50.00

Subtotal \$7,375.00

Sales tax \$354.50

Note to customer

Thank you for choosing SignCrafters for your signage needs. By engaging in any form of business, including but not limited to purchasing, requesting quotes, or availing our services, you hereby acknowledge and agree to abide by the terms and conditions outlined by SignCrafters.

Total \$7,729.50

Expiry date 05/09/2026

Accepted date

Accepted by

LIQUOR LAND



All our signs are inspected and have the UL label

Description:

31"x267", Total Sign 57. Square Feet

- Face Lit Logo Shape on Raceway, Letters: , Style: Logo Shapes, Size: 48.00, Trim 2" for Plastic Face - Black
- Face Lit Letters on Raceway, Letters: LIQUOR LAND, Style: Serif Bold, Size: 24.00, Face Plastic - RED, Side 5 inch - Black, Back, Raceway Mount - SW 6120, Face SM LEDs, Trim 1" for Plastic Face - Mirror Chrome Raceway Power

Sign Includes:

Your sign will come complete with everything you need to install and light your sign. The only part you will need to supply is screws from you local hardware store to attach your sign to the wall.

Cost: \$5514.99

Prices are subject to change without notice. All rights reserved.

Shipping: FREE

Shipping charges for some areas

Hi,

I've received quotes for the sign installation and wanted to share the full cost breakdown:

- Sign (Sign Monkey): \$5,514.99
- Permit pull (GC): \$1,400.00
- Installation: \$600.00

Total Estimated Cost: \$7,514.99

Sign Monkey design attached.

Sign detail

6 messages

Narindra Jeethan <jeethan.narindra@gmail.com>
To: "office.syi2@gmail.com" <office.syi2@gmail.com>

Mon, Apr 20, 2026 at 1:22 PM

Hello,

I am looking for a channel LED sign. The letter is 2ft tall in red letters saying "LIQUOR LAND"

Thanks,

Narindra

Admin <office.syi2@gmail.com>
To: Narindra Jeethan <jeethan.narindra@gmail.com>

Tue, Apr 21, 2026 at 3:23 PM

Good Afternoon Narindra,

I've started looking into quoting for your LED channel letter sign, there are a few options that will change the estimate and would you also require installation? I wanted to start with the basic price of just materials which would be \$4575.27 . If this starting number is in an area of your budget and you'd like to have a more accurate quote we can go over all the other details to confirm quote accuracy. For 24in Letter height the length of the full sign is approximately 204 in .

I would also like to present another option if there is any interest in an LED video screen, I have options of purchase and monthly rental. similar size to the channel letters would be 20in height by 200in length, we can adjust length in increments of 20in if you'd like the sign shorter. Purchase would be in the area of \$6000 not including installation, monthly rental would be \$475.

Thank you for your time, If you'd like to discuss options further, reach out anytime.

Lydia Els

[Quoted text hidden]

Narindra Jeethan <jeethan.narindra@gmail.com>
To: Admin <office.syi2@gmail.com>

Tue, Apr 21, 2026 at 3:29 PM

What is the cost to install and pull permit?

[Quoted text hidden]

Admin <office.syi2@gmail.com>
To: Narindra Jeethan <jeethan.narindra@gmail.com>

Wed, Apr 22, 2026 at 1:21 PM

Without the knowledge of location variables and building variables all I can provide is rough estimates, installation would be in the area of \$3500 and zoning approval/pulling permits approximately \$800.

Sent from my iPhone

On Apr 21, 2026, at 3:29 PM, Narindra Jeethan <jeethan.narindra@gmail.com> wrote:

[Quoted text hidden]

Narindra Jeethan <jeethan.narindra@gmail.com>
To: Admin <office.syi2@gmail.com>

Wed, Apr 22, 2026 at 2:17 PM

The address is 1333 S 14 st, Leesburg

[Quoted text hidden]

Narindra Jeethan <jeethan.narindra@gmail.com>

Thu, Apr 23, 2026 at 7:28 AM

To: Admin <office.syi2@gmail.com>

Could you put the estimate on a company letterhead?

[Quoted text hidden]