

**AMENDED AGENDA
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, JUNE 13, 2022 5:30 PM**

1. CALL TO ORDER

INVOCATION

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

2. PROCLAMATIONS:

A. None

3. PRESENTATIONS:

A. Employee Service Award Recognitions:

Five Years: Johnna Agin, Finance; Deborah Bussinger, Library; Logan Elton, Police; and Joshua Loudermilk, Water Distribution

Ten Years: Melissa Arriaga, Human Resources; and James Gibson, Jr, Gas

Fifteen Years: Dawn Barrett, Gas Administration

Twenty Years: Alan Irwin, Electric

Twenty-five Years: Brian Hepburn, Customer Service

Thirty Years: Ray Evans, Athletic Fields; and Melyssa Lopez, Police

Thirty-five Years: Steven Davis, Electric; and Glen Muchnicki, Solid Waste

4. PUBLIC COMMENTS:

This section is reserved for members of the public to bring up matters of concern or opportunities for praise. Issues brought up will not be discussed in detail at this meeting. Issues will either be referred to the proper staff or will be scheduled for consideration at a future City Commission Meeting. Comments are limited to three minutes.

5. CONSENT AGENDA:

Routine items are placed on the Consent Agenda to expedite the meeting. If the Commission/Staff wish to discuss any item, the procedure is as follows: (1) pull the item(s) from the Consent Agenda; (2) vote on remaining items with one roll call vote, (3) discuss each pulled item and vote by roll call

A. CITY COMMISSION MEETING MINUTES:

- 1. Regular meeting held May 23, 2022**

B. PURCHASING ITEMS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Amendment One to an Existing Task Order with GAI Consultants, Inc; and providing an effective date.**
- 2. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Amendment One to amend the contract term for an existing Agreement with Envirowaste Service Group, Inc. for Sanitary Sewer System Smoke Testing Services; and providing an effective date.**
- 3. Purchase request by the Stormwater Utility for the purchase of ONE (1) Vacuum Truck for an amount of \$468,237.49 to Super Products, LLC.**
- 4. Purchase request by Public Works for the purchase of new programmable logic controllers and associated electronics for use in the wastewater and water equipment for a total cost of \$216,260.63.**
- 5. Resolutions authorizing execution of three (3) Professional Services Agreements on a Continuing Basis for engineering services related to public works utilities.**
 - a. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Agreement with Jones Edmunds & Associates, Inc. for professional engineering services on a continuing basis; and providing an effective date.**
 - b. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Agreement with Dewberry Engineers, Inc. d/b/a Dewberry | Hydro for professional engineering services on a continuing basis; and providing an effective date.**
 - c. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Agreement with Halff Associates, Inc. for professional engineering services on a continuing basis; and providing an effective date.**

6. **Purchase request from the Leesburg International Airport for construction services related to the replacement of a metal roof on an aircraft T-hangar for an amount of \$210,458.65 with Johnson-Laux Construction, LLC using the City's Job Order Contract (JOC) Agreement.**

C. RESOLUTIONS:

1. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Landlord Consent to Assignment and Assumption of Leases, between the City of Leesburg (Lessor), Progressive Aerodyne, Inc. (Lessee), and TTOTF, LLC D/B/A First Class Aerospace (Assignee), for the Corporate Hangar Unit 1 and Corporate Hangar Unit 2, located at 8855 Airport Boulevard, at the Leesburg International Airport; and providing an effective date.**
2. **Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Villages of West Lake Unit No. 44, a subdivision of the City of Leesburg, Florida, being a portion of Section 06, Township 20 South, Range 24 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Villages of West Lake Unit No. 44)**
3. **Resolution of the City Commission of the City of Leesburg, Florida, recognizing the 50th Anniversary of the Florida Association of City Clerks (FACC) and honoring this achievement.**
4. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a Right-of-Way Deed to the City of Leesburg from Village Community Development District No. 14, for the purpose of dedicating all roadways located within Villages of West Lake Unit No. 49 as described therein; and providing an effective date.**
5. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from Arnold Williams, Clinton Ruddock, and C.C. Pratt as Trustees of the State Board of Trustees of the Church of God for the State of Florida, Cocoa office, for the purpose of granting the City an Easement over the property described therein; and providing an effective date.**
6. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Amendment #1 to the Office Use Agreement between the City of Leesburg and Lake Economic Area Development (LEAD) Corporation; and providing an effective date.**

**6. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:
COMPREHENSIVE PLAN INFORMATION SIGN-UP SHEET (YELLOW)
AVAILABLE**

A. SECOND READING OF ORDINANCES

1. None

B. FIRST READING OF ORDINANCES

1. An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 7.93 +/- acres, and being generally located east of County Road 468 and north of Griffin Road, lying in Section 21, Township 19 South, Range 24 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 2; and providing an effective date. (Lake Co Holdings)
2. An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 7.93 +/- acres from Lake County Urban High Density to City of Leesburg General Commercial, for a property generally located east of County Road 468 and north of Griffin Road, lying in Section 21, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Lake Co Holdings)
3. An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 7.93 +/- acres from Lake County R-7 (Mixed Residential District) and Lake County CP (Planned Commercial District) to City of Leesburg SPUD (Small Planned Unit Development) to allow for mixed use development for a property generally located east of County Road 468 and north of Griffin Road, as legally described in Section 21, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Lake Co Holdings)

C. NON-ROUTINE ITEMS

1. Consider Special Counsel for City of Leesburg versus Sunnyside Landing Development, LLC

7. INFORMATIONAL REPORTS:

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

A. None

8. CITY ATTORNEY ITEMS:

9. CITY MANAGER ITEMS:

10. ROLL CALL:

11. ADJOURN:

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

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

**AGENDA MINUTES
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, MAY 23, 2022 5:30 PM**

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting on Monday, May 23, 2022, at Leesburg City Hall. Mayor Pederson called the meeting to order at 5:31 p.m. with the following members present:

Commissioner Jimmy Burry
Commissioner John Christian
Commissioner Dan Robuck
Mayor Mike Pederson

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

INVOCATION

Commissioner Christian 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. Issues brought up will not be discussed in detail at this meeting. Issues will either be referred to the proper staff or will be scheduled for consideration at a future City Commission Meeting. Comments are limited to three minutes.

There were no public comments.

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

Item pulled for discussion:

5.C.18 - Establishing the Public Art Advisory Committee

Commissioner Christian moved to adopt the Consent Agenda except for 5.C.18, and Commissioner Robuck seconded the motion.

The roll call vote was:

Commissioner Robuck	Yes
Commissioner Burry	Yes
Commissioner Christian	Yes
Mayor Pederson	Yes

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

A. CITY COMMISSION MEETING MINUTES:

- 1. Regular meeting held May 9, 2022.**

B. PURCHASING ITEMS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Piggyback Agreement for Consumer Debt Collection services with I.C. System, Inc.; and providing an effective date.**

ADOPTED RESOLUTION 11,070

- 2. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Construction Services Agreement for Labor and Equipment with Team Fishel, Inc. to provide labor and equipment to the City of Leesburg Electric Department for the reconductoring of circuit L59 which generally runs along 14th Street for an amount of \$1,066,029.45; and providing an effective date.**

ADOPTED RESOLUTION 11,071

C. RESOLUTIONS:

1. Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Villages of West Lake Unit No. 40, a subdivision of the City of Leesburg, Florida, being a portion of Section 06, Township 20 South, Range 24 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Villages of West Lake Unit No. 40)

ADOPTED RESOLUTION 11,072

2. Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Villages of West Lake Unit No. 41, a subdivision of the City of Leesburg, Florida, being a portion of Section 06, Township 20 South, Range 24 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Villages of West Lake Unit No. 41)

ADOPTED RESOLUTION 11,073

3. Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Villages of West Lake Unit No. 42, a subdivision of the City of Leesburg, Florida, being a portion of Section 06, Township 20 South, Range 24 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Villages of West Lake Unit No. 42)

ADOPTED RESOLUTION 11,074

4. Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Villages of West Lake Unit No. 43, a subdivision of the City of Leesburg, Florida, being a portion of Section 06, Township 20 South, Range 24 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Villages of West Lake Unit No. 43)

ADOPTED RESOLUTION 11,075

5. Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Villages of West Lake Unit No. 45, a subdivision of the City of Leesburg, Florida, being a portion of Section 06, Township 20 South, Range 24 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Villages of West Lake Unit No. 45)

ADOPTED RESOLUTION 11,076

6. Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Villages of West Lake Unit No. 46, a subdivision of the City of Leesburg, Florida, being a portion of Section 06, Township 20 South, Range 24 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Villages of West Lake Unit No. 46)

ADOPTED RESOLUTION 11,077

7. Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Villages of West Lake Unit No. 47, a subdivision of the City of Leesburg, Florida, being a portion of Section 06 and 07, Township 20 South, Range 24 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Villages of West Lake Unit No. 47)

ADOPTED RESOLUTION 11,078

8. Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Villages of West Lake Unit No. 50, a subdivision of the City of Leesburg, Florida, being a portion of Section 06, Township 20 South, Range 24 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Villages of West Lake Unit No. 50)

ADOPTED RESOLUTION 11,079

9. Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Villages of West Lake Unit No. 51, a subdivision of the City of Leesburg, Florida, being a portion of Section 06 and 07, Township 20 South, Range 24 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Villages of West Lake Unit No. 51)

ADOPTED RESOLUTION 11,080

10. Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Villages of West Lake Unit No. 52, a subdivision of the City of Leesburg, Florida, being a portion of Section 06, Township 20 South, Range 24 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Villages of West Lake Unit No. 52)

ADOPTED RESOLUTION 11,081

11. Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Villages of West Lake Unit No. 53, a subdivision of the City of Leesburg, Florida, being a portion of Section 06 and 07, Township 20 South, Range 24 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Villages of West Lake Unit No. 53)

ADOPTED RESOLUTION 11,082

12. Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Villages of West Lake Unit No. 54, a subdivision of the City of Leesburg, Florida, being a portion of Section 06 and 07, Township 20 South, Range 24 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Villages of West Lake Unit No. 54)

ADOPTED RESOLUTION 11,083

13. Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Villages of West Lake Unit No. 57, a subdivision of the City of Leesburg, Florida, being a portion of Section 07, Township 20 South, Range 24 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Villages of West Lake Unit No. 57)

ADOPTED RESOLUTION 11,084

14. Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement from Coachwood East Homeowners Association, Inc., for the purpose of granting the City an Easement over the

property described therein; and providing an effective date.

ADOPTED RESOLUTION 11,085

15. **Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Liberty Preserve Phase Two, a subdivision of the City of Leesburg, Florida, being a portion of Section 10, Township 19 South, Range 25 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Liberty Preserve Phase Two)**

ADOPTED RESOLUTION 11,086

16. **Resolution of the City Commission of the City of Leesburg, Florida, Authorizing and Directing the Mayor and City Clerk to execute an agreement for School Resource Officer (SRO) services to be provided to Lake County School Board – Leesburg Schools - for the 2022-2023 school year starting in August 2022; and providing an effective date.**

ADOPTED RESOLUTION 11,087

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

ADOPTED RESOLUTION 11,088

18. **Resolution of the City Commission of the City of Leesburg, Florida, establishing the Public Art Advisory Committee, Appointing initial members, Specifying the procedures, duties, responsibilities, and authority of the committee; and providing an effective date.**

ADOPTED RESOLUTION 11,089

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

Commissioner Christian made a motion to adopt the resolution and Commissioner Burry seconded the motion.

Mayor Pederson requested comments from the Commission and the audience.

Commissioner Burry stated he was not opposed to having a committee like this, but when reading about

how this committee was going to be set up, he wanted to talk about that. For him personally, with how we have the parks and recreation and the airport board, where each commissioner appoints somebody as their liaison, maybe they could possibly have somebody do the same here and have somebody from the Center of the Arts oversee the committee, since we really do not have a department of the arts. That might be a good idea for this. **Mayor Pederson** remarked that was his concern too. He wondered if they should each appoint one person. **Commissioner Burry** mentioned that the way it was set up, they would be elected to three-year terms. However, maybe we should appoint them to one-year terms.

Commissioner Robuck added that he thought that would work better. It would ensure that as the commission changes, that board changes and we would not have the same people serving on the board forever unless they are doing a good job. **Commissioner Christian** agreed and said that those changes sounded good to him. **CM Minner** asked the city attorney if he could make those changes in the resolution to include the one-year terms and there would be a six-member advisory board.

Commissioner Burry pointed out for clarity that it would be a five-member board with a leader being someone from the Center of the Arts. It would be just like having Travis Rima, the Recreation Director, as the leader of the Parks and Recreation Board. He is not a voting member of the Parks and Recreation, he is the liaison. **CM Minner** wanted to confirm for the write-up that this would be a five-member advisory committee with a chairperson. The chairperson of the committee would be the Executive Director of the Center for the Arts, who would have a non-voting role because that person's sole purpose is to lead the committee. The five voting members would be the one-year appointees from the city commission members. Depending upon approval, the commission would have to come back to the next meeting with the person that they would like to appoint to this committee. We would get those appointments to the current Executive Director of the Center of the Arts, which would be Maria Stefanovic, and then that committee would be off and running. **Commissioner Christian** stated his only concern is that we still do not have a city representative. We do not have someone that the city manager could say is the point person for the City of Leesburg. Although everyone loves Ms. Stefanovic, that position may change or someone else may take over. Basically, we would just have the volunteers we appointed. This may fall under the Recreation Directors purview because it deals with recreation. Even though Ms. Stefanovic is the Executive Director of the Center of the Arts and she will be leader of this board; we still need someone from the city to oversee the committee. **Commissioner Burry** stated that the overseer would be the city commission because they do not have any power to spend any money or to do anything without coming before the commission. **Commissioner Christian** remarked that he was referring to the committee meetings where no one from the city would be there to help guide the process of what the city would or would not do or direct any kind of recommendation. **CM Minner** replied that the easy answer would be that somebody could appoint the city manager. That could be done on a perpetual basis. If the commission wanted to set up this committee, the mayor could reappoint the city manager annually. **Commissioner Robuck** stated that, given how much money we give to the Center of the Arts, plus the city manager talks to Ms. Stefanovic so he would make sure things were good. She knows at the end of the day if she brings something to this commission that the city manager had already said absolutely no to, that is a non-starter. **CM Minner** replied that he believes they have enough checks and balances in that process. **Commissioner Christian** responded okay. **Mayor Pederson** said that the city manager could attend these meetings on an as-needed basis.

CA Watson stated for clarity that the way this committee will be structured is it would be a recommendation body. Ultimately, whatever their recommendations are, they would come before this commission and the commission would make the ultimate decision. He would be happy to draft the resolution. **CM Minner** said that it sounded like we need to make an amendment.

Commissioner Burry made a motion to amend 5.C.18 to read that we would have a five-member nominating committee with one-year terms who are appointed by the city commission. This committee would be chaired by the Executive Director of the Center of the Arts in a non-voting capacity and Commissioner Christian seconded the motion.

The roll call vote was:

Commissioner Burry	Yes
Commissioner Christian	Yes
Commissioner Robuck	Yes
Mayor Pederson	Yes

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

The roll call vote as amended was:

Commissioner Christian	Yes
Commissioner Robuck	Yes
Commissioner Burry	Yes
Mayor Pederson	Yes

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

**6. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:
COMPREHENSIVE PLAN INFORMATION SIGN-UP SHEET (YELLOW)
AVAILABLE**

A. SECOND READING OF ORDINANCES

- 1. An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 0.59 acres; and being generally located on the west side of County Road 468 and north of Schoolview Street, lying in Section 21, Township 19 South, Range 24 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been 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 2; and providing an effective date. (Schoolview AX)**

**TABLED ORDINANCE 22-35
(APPROVED, THEN WITHDRAWN, AND Tabled)**

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

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

Mayor Pederson requested comments from the Commission and the audience.

Commissioner Christian stated he previously voiced his concerns about this project at the last meeting.

However, he has even more opposition now. He even called and talked to the city manager about this. A few years ago, the city personally worked with the Carver Heights Redevelopment Agency to make sure that when homes were built they were built with garages. There was a lot of pushback from Habitat on this and they said they could not build a house at that price point. We know what happens in the homes of low-income neighborhoods where there are multiple people in the home. The stuff that should be in the garage just lies around outside of the house. If you drive down Harlem Street or go through any neighborhood in Leesburg where there are multiple people in a house with three bedrooms and no garage, there is stuff lying around outside. If they had a garage like he does, a place where they could put their stuff, it would not be lying around outside. His car is outside, but his stuff is in the garage. He thinks that SPUD circumvents the whole process of having a garage. He is even more convinced, as with Commissioner Burry, that we need to look at our Comprehensive Plan, because SPUDs should not be utilized to circumvent the laws of the city. They were put in place to protect our neighborhoods. This is only half an acre of land with six houses. He does not believe we would put this type of development anywhere else in the city. There is a current lawsuit over one hundred acres of land in the city where we did not put one hundred houses in that area because we did not want to do it. Now we are going to vote to crown six houses on a half-acre. That does not make sense. He believes that would be irresponsible. We should not be looking at this application. City staff should not recommend anything in a SPUD on a half-acre piece of land with six houses and no garages where cars and junk would be everywhere. That would just make the neighborhood look worse. Then to say that because there was a bus line close by that would be a reason to allow this to happen is just preposterous. He does not know why we are even considering this and he strongly opposes this project. **Commissioner Burry** inquired if we were still just talking about the annexation. **Mayor Pederson** answered yes, we are still on the annexation. **Commissioner Burry** replied that on the annexation issue he did not have a strong positive or negative feeling. We could talk about the development issue later. **Mayor Pederson** stated that we could discuss this issue later if the decision was to annex it. **Commissioner Robuck** remarked that it could get all screwed up. Kind of like Sunnyside, where we are being sued. Maybe the city attorney could shed some insight on how we should go about this.

CA Watson stated that the standards are different in terms of how the decision is made here. The decision to annex property is not a legislative decision. It is about whether it makes sense and what the rational basis is to support the decision made whether that is in favor or against annexation. When looking at quasi-judicial matters like rezoning, site plans or special exceptions, those are the types of decisions that need to be based on competent substantial evidence. Those decisions need evidence, a rational tier of facts that support the decision. The standard for that is stronger in terms of what your decision needs to be based on. If you base your decision on competent substantial evidence, which is the evidence that a rational person could find in support of the decision that was made, then that decision would generally hold up. With annexations, that is a legislative determination as to whether or not the city wants to bring the property in. If it makes sense in the context of the overall development of the city. It gives the city more leeway in terms of making the decision. When the property is annexed into the city, that is when you will look at the zoning classifications. That is where there needs to be competent substantial evidence to base the decision to place a specific zoning classification on the property.

Mayor Pederson inquired if this property was annexed to the city and if the commission did not approve the comprehensive plan amendment or the rezoning, could the applicant withdraw the annexation? **CA Watson** responded that if the property had already been annexed then it had been annexed. **CM Minner** remarked that what happened with Sunnyside was the commission annexed and voted in favor of annexation. When it appeared that the rezoning and the PUD were going to fail, the petitioner asked the commission to de-annex them. The previous city attorney, at that time, said because it was the same night, we could make a motion to undo the annexation. That would be appropriate. He asked the new city attorney if he would agree with the previous attorneys' opinion. We may want this 0.67 acres in the city. If so, we should vote yes. Procedurally, the city attorney would say yes. With the land use, after weighing the proponents of the evidence and rulings on the merits that Commissioner Christian brought up, which

are significantly good merits, he is sure everyone would be open-minded in the quasi-judicial hearing. If, by chance, the commission said no, then we may want to look at the petitioner. If they brought the SPUD into the city and it did not get approved, they would have one hundred and eighty days. He questioned whether if we did not put land-use on it within one hundred and eighty days, would that piece of land automatically revert back to the county? **CA Watson** stated that he was not familiar enough yet with the codes for annexation and the mechanics of how they work. He does not have too much background with the city on that. He did not think that it would, but he would like to look into the annexation language ordinance to see if there are any agreements that go along with it that might help answer that question. If the code has a trigger stating that if there was no land use put on it within one hundred and eighty days, then the previous action of annexation would be voided. **Senior Planner (SP) Kandi Harper** stated it was one hundred and eighty days per Florida Statute. During those one hundred and eighty days, whatever land use that Lake County applied operates upon the land. **CM Minner** remarked that there was the question of whether the city did anything within the one hundred and eighty days. He stated that they had their first answer. The second answer is "I don't know." We still have the next two agenda items. We could see where those go and always come back and revisit the annexation. **CA Watson** commented that when looking at zoning issues you are making decisions based on what zoning is appropriate. It is a hybrid between the legislative and quasi-judicial, where the applicant has their idea of what zoning is appropriate for the property and the commission has the legislative process to decide what they believe is appropriate. That is where that competent substantial evidence standard comes into play. If we say that we believe this to be an appropriate use and there is competent substantial evidence to support that classification, then there is competent substantial evidence to support that decision. However, what the applicant says is worthwhile and worth considering with what they want to do with their property. If evidence suggests that there is not an appropriate classification for the property and a different classification would be more appropriate, then you may need to assign a zoning classification by a certain date. That one hundred and eighty days does give you some leeway to make that decision. It does make sense provided there is some factual basis to support the decision being made. **Mayor Pedreson** stated he wished they could vote for all three items at one time. It would make it easier. However, it does not work like that. **Commissioner Burry** mentioned that something was said about one hundred and eighty days and the property being reverted back to whatever the county has it at. According to Lake County, the property is currently zoned at urban medium density. **CA Watston** said that is Lake County's current zoning classification. If it were to come into the city, it would need to be assigned a city zoning classification. **Commissioner Burry** agreed and said that right now it would be going from Lake County urban medium density to City of Leesburg medium density. That six units on half an acre is considered medium density. **CM Minner** replied that the density for Lake County and the city would be about the same. **Commissioner Christian** pointed out that by doing this through the SPUD they would be doing it without having the lot sizes. It would allow the applicant to put six houses on half an acre of land without going by the standard city minimal lot sizes. He wanted to know if that was why they were going through the SPUD, because it does not address garages or adequate parking. With this SPUD we would be allowing them to skirt around the normal lot sizes for a regular applicant. **Planning & Zoning Director (PZD) Dan Miller** stated he appreciated the comments, but that was not the intent of the SPUD. Usually a SPUD deals more with the buffers and the overall design. They could get close to six units there if they were given an R-2 or R-3 zoning category. The SPUD was not used with the intent of skirting around the garages or anything like that. The current wording in the SPUD says a carport/garage, which is in addition to each house having a parking space. **Commissioner Christian** stated for clarity that it was a covering, not a garage. **PZD Miller** replied he believes it was actually left open for one large carport or garage, but if the commission wants it to be a garage, they could have a separate garage for the six units. **Commissioner Christian** stated they fought and had discussions for years about getting rid of carports with houses because they were ugly. They were actually sending code enforcement out to tell people that. Now, after all that work, we are here and you want to tell somebody who wants to build a brand new house that it is okay to put a carport in front of the house. That should not even be an option. You should

have a garage. If you cannot fit that on the property, then you should not be putting up six houses. **PZD Miller** responded they would not see this in the future. **Commissioner Christian** said he could only think about the problems this would cause. If you drive down Harlem Street, you look at houses with garages and ones without garages. You are telling a community that has been working for ten to fifteen years to clean up the neighborhoods that one of the biggest issues has been looking at trash, bicycles, and stuff just lying out in the yard. It will just make it a bad eyesore. If you have a bicycle, you want to keep it in your garage, so everybody in the neighborhood cannot see it. We went through the whole process of adding garages to the houses and now you want to say it is okay to put six houses on half an acre without any garages. We are assuming there will be a homeowner association for these six houses. Who will be managing the HOA and who will be knocking on the neighbor's doors when there are only six of them? It just seems unrealistic to put that in a SPUD. The reality of it is, HOAs are difficult to manage even in large developments. Here we are saying to these six houses you could be your own HOA. He understands the intent, but it does not make much sense. With a three-bedroom house, even if you have one child in each room. When those kids grow up, they will eventually drive their own car. That would put us at four cars per house. We will then have twenty-four cars on half an acre. It was also said that they could park one car in front of the house, but they could also park down the road. That does not make sense. **PZD Miller** stated he understood and appreciated the comments. **Commissioner Robuck** remarked that with the annexation specifically and given the money we put towards revitalizing that area by trying to make it nice, it is important and it makes sense for this parcel to be in the city. That way, we have some control over the development of that parcel from the annexation standpoint. **Commissioner Burry** agreed. **Commissioner Robuck** added that we are spending a lot of money there, so we will want to control that. We would want to make sure that whatever is built there is up to city standards.

Tim Burns, part of the applicant team, stated they worked with the planning and zoning department on this for about three years. They met with Commissioner Christian over at the Resource Center about two years ago. They also met with the city manager to go through and worked with staff considerably. The question was whether to stay in Lake County or come into the city. If they stayed in Lake County they could build this product right now. However, they had bigger visions and they wanted to deal with the City of Leesburg. That was the reason why they went and had conversations with Ken Thomas about dealing with Leesburg when this piece of property came their way. Ken Thomas told them that Leesburg was facing an issue and he referred to it as the missing middle, a part of the market that makes too much for any kind of subsidization. A part that cannot afford a three hundred-thousand-dollar home. They went through that list and there were about twenty people that were pre-qualified. These people had gone through all of the work to get them to where they were pre-qualified but they could not find any housing. That was the problem, so they decided to work with Ken Thomas. They said they could design a product because they had a land trust. This land trust had been in the family for the last fifty to sixty years. What they were looking for was to help meet that part of the market that was not being addressed in the City of Leesburg. There was a considerable number of families that could not find housing because they made too much money to qualify for subsidized accommodation. They did not make enough money to afford a nice home, so they designed this with six covered carports. That was keeping with the price point that Ken Thomas had established. The City of Leesburg has people pre-qualified up to an "x" amount of dollars. So, how do we design and build it in spite of all of the labor and material increases that we have seen in the last two years? How do we do that and bring it in at a price that these people can qualify for? It was not looked at from the vantagepoint of someone having a bicycle outside. In fact, one thing that the planning and zoning director encouraged them to do was to put a covering outside the front door. Yes, there are only six houses. They understand that. It is a small project, but it is a worthwhile project. It is something that they feel would be very complementary to the City of Leesburg. It is something that would be good in the area right across from the Resource Center. They have always enjoyed Leesburg and want to be part of it. That is why they chose to try annexation. They worked with the planning department in order to bring it into the City of Leesburg. Now, he is unsure at this point whether to

annex, if they cannot get the rezoning. That would not make much sense. Another issue is the interlocal agreement for water and sewer. That is a big stumbling block. Basically, the owners of this property have very limited use under the county's zoning. They could build this type of development, but it is not worth a whole lot if they cannot get water and sewer. That is an issue that the city really should address one way or the other. Whether this goes through or not, there is an interlocal agreement with the county to service people in the area. The city is supposed to provide a service to that area with water and sewer. Could the city lock them out and would that really be servicing the community? They have spent an awful lot of time designing these six homes. They have met with the planning and zoning department so many times that they are not sure if they even like seeing them come through the doors anymore. They have been there so many times he feels like they should be coming through the back doors now. That is how many times they have been there. He feels that this is a really good product. They are three-bedroom homes at twelve hundred to fifteen hundred square feet. It is a product they are very proud of and it took a long time with help from the city to design. They would really like to be in the city if they could work this out. **Commissioner Christian** stated that he mentioned not being concerned about bicycles. **Mr. Burns** replied that was not what he meant. That was not the bigger picture, it was just a minor issue. **Commissioner Christian** stated that he has to realize that after they build these houses they leave. We have to live here, so we are concerned about bicycles. We are concerned about the code enforcement calls. They just build the houses, receive the checks and leave. We, the citizens, are the ones who will be hearing complaints about the conditions and the optics of their neighborhood. We are concerned about bicycles, cars, and people that may have multiple cars. If you drive down Magnolia Street, you will see cars on both sides of the road. Just the other day, he got stuck behind a garbage truck. It took him almost ten minutes to get through because the garbage collector had to keep getting out to move garbage cans. He then had to get back in the truck to dump the garbage cans and push the cans back on the sidewalk. He had to wait until the garbage collector was able to move further up the road to get around because somebody at the time said they were not concerned about multiple cars being on Magnolia Street. Well, the people who bought those homes that have to live on Magnolia Street are now inundated with cars on both sides of the road. They are now parking on the sidewalks because some developers said they were not concerned about that. They wanted to get it to a price point where people could afford it. That is great and all, but for the people who live in the city who have to deal with the fact that someone designed this product so that people could have a place to park their cars and bicycles so they could live in peace and harmony. That does become his concern. He has to deal with affordable housing and he works with people who need subsidies. You are not preaching to someone who does not understand that. Although Ken Thomas may have told you what we needed in the City of Leesburg, we have many vacant lots throughout Carver Heights that have been donated by non-profit organizations to build affordable housing. Half an acre may sound good and you may have spent a lot of time on it, but we would prefer to have the garages and the setbacks. He and his church have invested millions of dollars along CR 468. Not just six houses, they have donated church facilities and houses. That is why he is very particular about what goes on along Schoolview Drive. His son also resides two lots over from this half an acre of land. Maybe he could put five houses on his lot and sell them to someone. However, he does not think that is what the City of Leesburg needs to have on these lots, but the City of Leesburg does need to have control over what is developed. To be honest, when we met it was just about getting water and sewer to your lot. That is why you are not currently developing Lake County, because you need water and sewer. That was the whole reason for that conversation two years ago. We did not see this product which does not have garages because he would have told him then that if it did not have a garage, he might as well not come before the commission. The City of Leesburg has worked hard to make sure that houses had garages to protect the integrity of the neighborhoods. Just because it is a low-income neighborhood does not mean we are not going to give people what they need. We are going to give them what we know works for people with children. We are not going to settle for less and we will meet that price point. Right now, he is building an affordable house so it does work, but you need to provide the proper housing for people to live in. He does not want people to buy a house where they pay two hundred thousand dollars and five

years later they are frustrated because they do not have enough space for their family. He cannot support this if this is annexed in. It may sound great, but he would not vote for this product. **Mr. Burns** stated that he was sorry to hear that. He wanted to stress that he was not fixated on the bicycle situation. They do have two spaces per unit, one covered and one not covered in the driveway between the houses. He asked if this was multi-family housing and they put these together and made it into a townhome type of community. What type of zoning would that be? Two spaces per unit is adequate for any kind of multi-family housing. You could go anywhere in the state and see that is the maximum. They are looking to build under that and all of these are three bedrooms.

CM Minner inquired what the highest density was in the City of Leesburg. **PZD Miller** replied that we allow up to twenty-five units an acre in the downtown Central Business District (CBD). Outside the CBD, it is eighteen units per acre. **CM Minner** said that this property is twelve units an acre. **PZD Miller** said that it would be if it came into the city under medium density. **CM Minner** commented that they would have to meet all the setbacks. So, realistically, under the current zoning policy, with the highest density of six units an acre at 0.67 acres, considering roads and all the other requirements. **PZD Miller** responded that they probably would not meet that. They would not be able to get all six houses on there. They may get four or five. **CM Minner** remarked that their answer would be no, they could not do that. Now, we have not heard the preponderance of the evidence in the case of the quasi-judicial hearing. They would be required to have garages along with other things. So, this subdivision as proposed by the SPUD would not be able to be built. The petitioner brought up three points. First, he invoked the staff conversations and that he had worked with staff for three years. The applicant received this information and they prepared this proposal based on staff comments. Duly noted, but at the end of the day, city staff worked with their tools. As for former Housing Director, Ken Thomas, he worked with his tools, desires and experiences with what the city had been working with up-to-date. The planning and zoning director has also been working with his tools with SPUD. Now, remember SPUDs have come into question and SPUDs will be reviewed in our comprehensive plan update as we have had those internal discussions. It is dangerous to fall into a trap when a petitioner comes in and says that they talked to city staff and staff said this or that. At the end of the day, the bottom line is it is the city commission's prerogative to do as they choose. They should not base the decision on what staff said within reason. City staff used materials that they used as law and logic. They use experience, but sometimes there are equal reasons to the equation for when they should not listen to staff. That is when a petitioner comes in and says that they should listen to the staff and that the commission should do what they said. However, that is not necessary. Point two, the petitioner, said that he could do this in the county. As the planning and zoning director pointed out, we do not know the answer to that. Whether it be twelve units per acre as it is currently zoned, the petitioner would have to go through all the hurdles there as he did here. With twelve units an acre in the city, which was just pointed out by the planning and zoning director, they probably would not get more than four or five houses on this site. The petitioner would be working with the same issues, whether it be county or city. He would have county setback issues, county road issues and he would have all the other things that go into a single-family house, so he probably would not get six units. Hence, the reason why the planning and zoning department used the SPUD. Lastly, whether they can or cannot do it in the county becomes immaterial. There would be something he could do in the county, but it probably would not be six units. We do not know exactly, just like with the city. If we did not go the SPUD route, he would be able to do something with us under the current zoning. Finally, we do hold the stick, with the question about water and sewer. At the end of the day, he is here before us because he needs water and sewer. The county's position has been that they will not issue building permits unless they have a note from Leesburg which says they have water and sewer. In this case, he would not be able to serve that type of density on a septic system and he would not be able to get well water. At this point, we may consider tabling this until we double check everything. If we were to say no to a SPUD issue, that would be telling him no tap and no letter. At the end of the day, tabling this or not is immaterial because we own the water and we have the spigot. **Commissioner Christian** stated that if they were in the city we could control what happened. We could control what happens to ensure a better product. He

would like to see these houses have garages where people can actually drive into them. There was a person who built a house on East Street. It is a small lot, but he built the garage with the house upstairs. He put this on a small lot. It is a different looking house, but he made it work. The way this is now, it is unrealistic for him. They may start off with a five-year-old and an eight-year-old, but those kids will be driving. Then we will have four cars for each house. Most teenagers will get a car. Now if you have four cars per house, that is twenty-four cars on this half-acre property. There is a carport between each house and six extra parking spots, so there are only twelve spots with the possibility of twenty-four cars once everyone gets to be sixteen years old. There would be no where to park, so everyone would be parking in the street. He encouraged his fellow commissioners to drive down Magnolia Street. Look at the cars on both sides of the street. They have cars on the city sidewalks and you still cannot drive through there. This is what happens when we say it looks good on paper, but in reality this is what happens. It does not matter if you have a multi-family tool or not. When you go to maneuver around where there are multiple vehicles parked all over in a small development with two parking spaces on a small lot, it does not work. On Schoolview Road heading towards Woodbine, that will become problematic. If it had a garage, that may be something that works, but to tell people to go park beside your house, down the street or across the road, that will not work. He believes people deserve a nice house, they deserve a garage, to provide safety when it rains. They had a meeting the other day and someone there said they did not have a garage, so they were going to get wet regardless. It would be nice to tell people we are going to provide this. He does not think it adds more than five to six thousand dollars to the product. People deserve a garage.

Mayor Pederson said he respects Commissioner Christian's comments. He was trying to be more open-minded due to the affordability factor. He has seen communities where their land development codes are getting smaller and smaller. He thought Leesburgs was twelve hundred, but people are building smaller homes and there is a demand for smaller homes around the country in all demographics. With parking, he heard the concerns. He questioned the number of parking spaces. There is a covered space and one more car could stack in behind that one. There would also be an additional parking area, so that would make it three. He saw the playground area on the site plan and wondered if it would be possible to make that area more parking. He mentioned that for the applicant, with trying to get this approved. He knew there was discussion about garages. Maybe there could be a compromise because he had seen garages where there was a storage area in the front. Like a carport where you can pull in and there is an enclosed area that is much smaller than a normal garage. It could be a place to put the bicycles and those types of things. He also questioned the zoning. Are they going to lease the site or are they going to own the home? Will it be like a pad ready site because in the analysis he saw that they qualify for homestead exemption. From the affordability standpoint, he would like to make sure they qualify for homestead exemption to keep their expenses down. **Mr. Burns** responded that it would be similar to a mobile home-type community. **Mayor Pederson** responded, that is a good analogy. With the garages, he wanted to know if there could be a compromise. In the community there is probably a place for this. He understands what the applicant is trying to do. With trying to make it as affordable as he could and there was a market for that. He could probably get comfortable with it, but it had nothing to do with the location. He would put small houses anywhere in the city if that was what the market wanted. We need to vote on the annexation. We can always see how the next items go and he always has the option to ask us to come back and readdress this. He asked if there were any further comments from the public. There being none, he closed the public hearing.

The roll call vote was:

Commissioner Robuck	Yes
Commissioner Burry	Yes
Commissioner Christian	No
Mayor Pederson	Yes

Three yeas, one nay, the Commission adopted the ordinance.

2. **An Ordinance Amending the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Designation of certain property containing approximately 0.59 acres, from Lake County Urban Medium Density to City of Leesburg Medium Density Residential for a property generally located west of County Road 468 and north of Schoolview Street, as legally described in Section 21, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Schoolview Properties)**

TABLED ORDINANCE 22-36

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

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

Mayor Pederson requested comments from the Commission and the audience.

CA Watson asked if there was anyone in attendance who wished to provide any testimony or evidence on items 6.A.2 or 6.A.3 to stand and raise their right hand to be sworn in.

Mr. Burns asked if they could table these items. He felt it would be in their best interest. They could bring this back at a later meeting. If they do not come up with something that is suitable after going back and giving real consideration to the comments, they could withdraw. He felt that they really needed to go back to the drawing board to turn this into something that would make everybody happy. **Mayor**

Pederson remarked that he could not advise on that. **Commissioner Robuck** stated that this parcel has already been annexed. We now need to put land use on it. **CM Minner** said we have one hundred and eighty days to put land use on it. **Mr. Burns** responded that was his question, which goes back to the annexation. That if they do not come up with something that is suitable, they do not want to be annexed into the city. **Commissioner Christian** wanted to know if it would be possible to add a garage to the current structure? Would it be possible to make the play area smaller and possibly add a garage to the house? **Mr. Burns** answered he could not answer that right now because he had not looked at it from that vantagepoint. **Commissioner Christian** responded okay. **Mr. Burns** added that there was certainly room in between the houses as they sit now to put a structure. If they could park a car there, they could put a structure there. It could possibly be attached. They may be able to get four units on one side and two on the other. He was unsure if they would be able to get everything attached. He did not know if they would be able to accommodate all of the things that had been discussed. They would need to go through it.

Right now, he was not in a position to answer that. **Commissioner Christian** questioned the playground area. He wanted to know if that was a requirement of the SPUD or if that was something that had been added. **Mr. Burns** answered that was something they added. They thought it was a nice amenity for the small site to have. A place for children to go play. That would be something that would be very attractive and appealing. **PZD Miller** stated that the playground area was a requirement of the SPUD. He stated that they could take this back, rework it to see what they could come up with. They would bring it back and it would not be a problem. He does understand the concerns and appreciates them. They would be happy to work with the applicants to come up with something that meets the concerns. **Commissioner Christian** responded he receives complaints like crazy regarding Magnolia. It is so unrealistic to sit here and pretend that they are going to have two cars per house or even three cars per house. He would not want to park his car down the street along Schoolview. Go into his house and leave his car where he cannot see it or access it. If the alarm goes off, he would not know if it was his or his neighbor's. When we talk about affordability for the people who are buying these houses, he looks at the educational

component, because most affordable builders have home buyer seminars where they educate the homeowners. These homebuyers are less likely to have experience with the FHA market nor will they have the three or five percent to put down. This will be more complicated because it will be more like a mobile-home-type community than buying a real house, because they will not own the land. They will be telling an inexperienced homebuyer with limited education in the process to sign a mortgage. When they compare that to their friends down the street even though they do not actually own the land, it will be complicated. That will complicate it more and the developer will be gone and we will have residents with a product that they may not understand because they did not have any homebuyer training. The Habitat has education. They hold a partnership for that purpose to make sure the people who are buying these products are well educated on what they are buying. That was another concern he was looking at. He lives here and the people buying these houses will call him and he will not be able to reach the developer because he will be gone. He does not want to be the commissioner who just said let's do this. Then we are stuck with residents who are frustrated because we did not do our due diligence. He did not know whether or not Ken Thomes talked to him about the homebuyers' program and educating the buyers because he was no longer with the city. You want us to vote for a product when we do not even know if our residents are prepared to understand what they are buying. He signs many mortgages and nobody reads all three hundred pages. He was concerns about the whole process. **Commissioner Burry** questioned, with Leesburg being medium density, how many single-family units could you put on an acre? **PZD Miller** responded twelve under the medium density. **CM Minner** said that with twelve units an acre with the roads, drainage and setbacks on 0.69 acres, you will only be able to squeeze about four units on that. You have to remember it is net, not gross. Even though it is twelve units per acre, we are working with 0.69 acres, so they would probably only get about four units. **Mayor Pederson** stated we should really have a better title for medium density residential. He understands the perplexity of that. **CM Minner** added that even if we put a medium density on this and there was no SPUD, he would only get four units. That is pretty much what he would get from the county too. Our medium density and the county's medium density are pretty similar. **Commissioner Robuck** stated he agrees with Commission Christian when it comes to the garages. He would like to see that. He does not care about the playground. He brought that up at the first reading where they could turn it into more parking. There also needs to be an enclosed garage. However, it does not have to be attached to the house. Whether it is attached to the house or not does not matter, as long as people can store stuff in it. Either way, he is okay, whichever is easier from a phasing standpoint. He is more concerned about who is responsible for the common areas of this property. **Mr. Burns** replied that would be the association. **Commissioner Robuck** asked if the association was the homeowners or the landowner? **Mr. Burns** responded that it would be the homeowners. **Commissioner Robuck** wanted to know why it would not be the person that owns the land? Why would it be the people that own the buildings, since this is a split structure? These people do not own the land, they only own the houses. **Mr. Burns** remarked that he did not follow because there would be an association just like a condo. **Commissioner Robuck** replied right, but you have this split structure. **Mr. Burns** said this development is like a town home. When you purchase in a town home community, you own the vertical structure, but you do not own the infrastructure or the land. The overall association was setup to facilitate that. **Commissioner Robuck** stated that was a concern because he has some experience in small developments like this and owning units. Over time, one or two people will quit paying their HOA dues and the associations rarely build up enough reserves. The roads will get torn up and then the city has to get involved, which just recently happened. Now they are trying to figure out who is responsible and, of course, they want the city to come and do it. He is sure it could be overcome, but he has concerns over how the association would be setup to make sure there is enough money to pay for the actual maintenance. If this were a big town home community with one hundred town homes in the HOA and it had an organization running it, he would feel differently about it. However, with parking and maintenance, this is not a large entity, so who is going to do that? His experience with smaller scale developments is that it does not always happen, especially if two of the six homeowners quit paying. It will basically be bankrupt. Those are concerns, but he believes they could be

overcome. **Mr. Burns** said he would like to respond to the city manager's comments. He may not have all the answers to the questions, nor can the city manager say we can only get four units. He asked if they could table this item. They could come back with the blessings of city staff. He knows the city manager's comments about staff, but they have been working very hard to go through the regulations. Having been censored, they would not come back unprepared to answer all of the questions that have been brought up. He asked them to table this item to allow them time to go back and make modifications. He asked the commission to keep an open mind when they came back. **Commissioner Christian** mentioned that with these six houses they asked them to pay for the grass to be cut, the playground area to be maintained, if a swing breaks it has to be replaced, and they are asking them to pay for that. If they cannot, someone will get sued. They need to remember that these purchasers are people who have low to moderate incomes. These are the types of people that can afford these houses. You are telling the homeowners to put two hundred dollars a month towards an HOA for the lawn, shrubbery and tree maintenance that is required. These are the type of things that sound good on paper. However, realistically, the end user may not be able to afford enough money to pay into the HOA to effectively maintain the common areas, the retention ponds, or the potholes that the Florida weather creates in the middle of the road. They will call and complain to the city, so it all sounds good, but realistically, these six homeowners may not put enough money into that HOA to cover the work. How do we know that six units can keep an HOA going without irritating each other? These are the things that we need to see and hear more about. We need to hear how this will work. Even with the lease and the landowner, can you bring in information on where you have done this type of development before? Could you bring in some examples of where this has worked? **Mr. Burns** responded fair enough. **Mayor Pederson** stated it sounded like everything could be negotiated or overcome except for the concerns with the HOA. He does not know if the commission has any comments on that. **Mr. Burns** remarked that if they cannot make it work they would say they cannot make it work. **Commissioner Burry** questioned the approval of annexation. If items two and three are tabled, does that mean they have to bring this item back within six months for either up or down? **CA Watson** answered yes. **Mr. Burns** stated to be clear about the annexation; if they cannot do something that is suitable to the city, they do not want to be annexed. **CA Watson** replied that the annexation had already been voted on. **Mr. Burns** stated that he was clear about that when this was brought up during the annexation. **CA Watson** responded that in the past there have been scenarios where annexations have been voted on. The city brought them backup and de-annexed or withdrew them the same night. The request for annexation was made at the same commission meeting and it was accepted by the commission. The time to make the decision to de-annex this to be consistent with what has been done before would be tonight. **Mr. Burns** asked if they could vote to de-annex and they would come back if they could make it work. **CM Minner** stated that the question would be whether they want to be in the city or the county. There are twelve units an acre with single-family-residential. Twelve units an acre would yield them about four units. If they are good at that, we should table this. **Mr. Burns** agreed. **CM Minner** commented that he should go check with his folks and come back because, instead of doing a SPUD, he would be coming back under R-2. He would have to live up to the standards that Commissioner Christian spoke too. Those specific codes are garages, house sizes and setbacks. He would have to meet all those standards. He would end up with around four units. If he does nothing tonight, it would stay county zoning and that would also be about four units. At the end of the day, it would behoove him to stay in the city because he would have four units, which is where this body is going. If he wants to be taken out of the city, the commission would say fine and they will de-annex the land tonight. He would go back off and develop in the county and there would still be about four units. He would still need to come back to the city to ask for water and sewer and the commission probably will not give water and sewer unless it is built to city standards. The answer tonight is that we are looking at about four units for this site. **Mr. Burns** remarked that he did not have his answer. **CM Minner** said that he did have his answer. **Mr. Burns** said that he had a partner who was not there, so he did not have his answer. **CM Minner** remarked that he had a dilemma, but the answer was four units. The only question is, does your partner agree with four units? The last question is with this body and about keeping you annexed or de-annexing tonight.

Commissioner Robuck stated that they have not made a decision one way or another on the units. They need more criteria regardless of the number of units. **Commissioner Christian** asked if they were to stay in the SPUD and the annexation. Would he go back to the architect and his partner and come back after working with our staff? He could come back with garages and a limited play area. He could also bring the answers to the HOA. He thinks he could answer most of the questions that the commission has. The city manager was alluding to that being in your best interest. You need to bring your best number for the housing in order for you to stay in the city. Bring that back under the SPUD with the adjustment of the garages. Answer the questions of the HOA and he thinks he would be fine. He wants to see garages attached to the houses. He would also like to see houses built where people can actually afford to live in them. So, ten years from now, they will still be happy with their house. The play area does not mean much to him, because kids will play anywhere. Plus, that play area will cause more problems with HOA and the residents will have to maintain the playground. Once children turn twelve or so, they will not be using the playground and the homeowners will still be paying for maintenance. He suggested going back to redesigning houses without spending three years doing it. Get with the architect to look at the houses and put garages on them. Whether they are detached or attached. Work with city staff and come back to this commission. At that time, maybe he could have his support. **Mayor Pederson** wanted to clarify being fair to the petitioner. When we say go make these changes it is to help get this approved. We have questions and concerns about the HOA. It is hard to understand an HOA with only six owners. He asked that he bring back answers for the commission to understand how this would be a functional association so that it would not be turned down for that reason. **Mr. Burns** stated that he would be okay with that. If they come back and the commission turns them down after he has answered what he perceives to be all the questions, he would be okay with that. He did not want to get himself into a corner tonight. He did not want to annex it without knowing one way or the other. He cannot sit here tonight and answer all the questions because he is the builder, he is not the architect. **Mayor Pederson** commented that he was trying to help him. **Mr. Burns** remarked that he appreciated that. **Commissioner Robuck** said the only downside they may have coming into the city, is that they would pay an additional forty dollars a year in property taxes. He asked if there would be a downside to not coming into the city? **Mr. Burns** responded it would be water and sewer. **Commissioner Robuck** replied that he would have access to water and sewer the second they were annexed into the city. **Mr. Burns** stated that when he comes back with a redesign he wants to build that redesign given the scenarios that have been brought up tonight. If he solves everything that was brought up and he gets shot down, fine. He wants to make sure it is under his interpretation of what has been said tonight. **Mayor Pederson** pointed out that meeting the commission's concerns, he could support that play area being gone in its entirety and make that parking. **Commissioner Robuck** mentioned that the applicant does not want to be in the city unless we approve it. He does not want to force anyone to be in the city as much as he would like to have the property. **Mr. Burns** stated that his preference would be to be in the city. **Commissioner Christian** commented that what Commissioner Robuck said was, even if that land remained vacant, you are only going to pay forty dollars more to be in the city. So, if nothing happened for the next five years, you would only pay forty dollars more to be in the city limits. **Mr. Burns** said that if he was making decisions on a development over forty dollars, he was in the wrong business. **Mayor Pederson** questioned in summary if he was okay with the approval of the annexation. **Mr. Burns** answered that he was not. He wanted to make it like tonight never happened. **CA Watson** provided his legal opinion on how the commission should vote and table all items to a date certain. **Commissioner Burry** remarked that there was a motion on the floor for item two and they needed to do something about that. It either needs to be tabled or withdrawn. **PZD Miller** commented that if we table these items to a date certain they do not have to re-advertise.

Commissioner Burry made a motion to table the amendment of the comprehensive plan to the June 27th meeting and Commissioner Christian seconded the motion.

The roll call vote was:

Commissioner Burry	Yes
Commissioner Christian	Yes
Commissioner Robuck	Yes
Mayor Pederson	Yes

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

- 3. An Ordinance of the City of Leesburg, Florida, rezoning approximately 0.59 +/- acres from Lake County RP (Residential Professional) to City of Leesburg SPUD (Small Planned Unit Development) to allow for residential development for a property generally located west of County Road 468 and north of Schoolview Street, as legally described in Section 21, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Schoolview Properties)**

TABLED ORDINANCE 22-37

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

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

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

Commissioner Robuck made a motion to table this item to the June 27th meeting and Commissioner Christian seconded the motion.

The roll call vote was:

Commissioner Christian	Yes
Commissioner Robuck	Yes
Commissioner Burry	Yes
Mayor Pederson	Yes

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

Mayor Pederson asked for someone to bring back Agenda Item 6.A.1, the annexation.

Commissioner Robuck made a motion to reconsider the vote on item 6.A.1 and Commissioner Burry seconded the motion.

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

The roll call vote to reconsider the vote was:

Commissioner Robuck	Yes
Commissioner Burry	Yes
Commissioner Christian	Yes
Mayor Pederson	Yes

Four yeas, no nays, the Commission the commission approved the reconsideration of annexation.

Commissioner Robuck made a motion to withdraw the annexation and Commissioner Burry seconded the motion.

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

The roll call vote to withdraw the annexation was:

Commissioner Burry	Yes
Commissioner Christian	Yes
Commissioner Robuck	Yes
Mayor Pederson	Yes

Four yeas, no nays, the Commission the commission withdrew the annexation.

Commissioner Robuck made a motion to table the annexation to the June 27th meeting and Commissioner Christian seconded the motion.

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

The roll call vote to table was:

Commissioner Christian	Yes
Commissioner Robuck	Yes
Commissioner Burry	Yes
Mayor Pederson	Yes

Four yeas, no nays, the Commission tabled item 6.A.1 to the June 27th meeting.

CM Minner stated for clarification we basically reset the annexation, the comprehensive plan amendment and the SPUD for the June 27th meeting.

B. FIRST READING OF ORDINANCES

1. None

C. NON-ROUTINE ITEMS

1. None

7. INFORMATIONAL REPORTS:

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

A. Financial Reports as of March 2022

Mayor Pederson asked for questions or comments on the Financial Reports as of March 2022. He stated he had a question about the accounts receivable for planning and zoning. It referenced Mouktara and VPG with the MPO. He did not understand how we had a receivable from a traffic study. **PZD**

Miller stated that traffic studies are required in the development process and they are required to be done by the developer. Both the procedures and the study itself are shipped to the Metropolitan Planning Organization (MPO). They have three groups on contract which review these. Those are the bills for that and it does come back to us. It is all kept at arm's length. The developer does not know who other than MPO and one of three consultants. They do not know who is looking at their traffic studies or who is reviewing them. It is a milling process and we have a couple of people who still owe us money. **Mayor Pederson** said that the basis of the question was looking at the accounts receivable report. He sees developers that owe money and he was trying to understand how that happened. **Commissioner Robuck** mentioned he was supposed to bring this issue up. He was not sure if this was the type of traffic study or not, but the MPO used to want us to run all of our traffic studies through them. That was how the grants used to work. We would run the traffic studies through them and it would count like an in-kind contribution and it would allow for matching federal funds. That is no longer the case. We are one of three cities that still do this. It is more of a pain for the MPO because they are just passing paperwork around. They are not charging for it, but we really should stop doing that. He said staff needed to get with the MPO to figure this out. We could still use their contract, but we need to get with the purchasing department so they can do their part. **Mayor Pederson** asked if that would eliminate the receivables moving forward? **Commissioner Robuck** replied yes.

8. CITY ATTORNEY ITEMS:

CA Watson had no items to discuss this evening.

9. CITY MANAGER ITEMS:

CM Minner wanted to note the fiscal year 2023 budget process. The staff are working hard in the middle of it. The departments have submitted their requests and they have been reviewing those budget requests since May 23rd. Right now, we are a little over budget in the General Fund and the Electric department is also a little over budget. The standard operating procedure at this time is that everyone is on baited breath until June 1st because that is when the tax numbers come out. If there are any questions regarding the budget or if there are any items, anyone may want them to pay particular attention to give them a call and they will weave them in. The budget workshop schedule is July 5th, July 7th and July 12th. He asked that they mark their calendars in red for those dates.

10. ROLL CALL:

Commissioner Robuck had no comment.

Commissioner Burry had no comment.

Commissioner Christian stated he received a letter from Ms. Sandra Oberholtzer. He also attended a senior brunch where the same question came up. He said to the city manager that he thought it was very important for the seniors in our community to have the Aquatic Center open. Her letter says she is a

lifelong resident of Leesburg and she was psyched to hear about the new Aquatic Center and she awaited for it to open. She lives about three quarters of a mile from the pool. The City of Leesburg has many older citizens who would benefit from water walking and lap swimming. The city needs to offer water therapeutic exercises year-round, especially since the pool can be heated. The pool needs to be opened throughout the year. It should provide early morning hours for older adults to utilize the pool. Ms. Oberholtzer even names some people who would join in the early morning water walking or lap swimming classes. She says this would be really good for older citizens as they need time to get moving and since the Wellness Center closed in 2020, that was where many of the citizens used to go. They were all waiting for the new Aquatic Center to open. When he was at the senior brunch, a lady asked him why older people cannot use the pool. She said that it needed to be opened during the daytime. If he was in church he would say this is confirmation. He asked the city manager and the recreation director to get together to do something for the senior citizens of our community. He would like the pool to be open for them. **Commissioner Burry** commented that moving forward, the pool should be open. He asked if that was just weekends or was it every day? **Commissioner Christian** said that after Memorial Day it would be every day. **RD Rima** stated that starting this upcoming Saturday it would be open every day through the summer. In the off season, it would be six times per week that it would be open for lap swimming. The pool would be available for walking and exercising. Those hours are Monday, Wednesday and Friday from 6:30 a.m. to 8:30 a.m. and then 10:30 a.m. to 12:30 p.m. So, there are six times throughout the week that they could go. There will be water fitness classes starting this Wednesday. Staff members are doing it and we have options. We are open starting this week every day, seven days a week.

Mayor Pederson commented that he wanted to piggyback off Commissioner Christian's comments because he also received the same letter. He called and spoke with Ms. Oberholtzer today and they had a good conversation. He also spoke with the city manager about it and he was told that we should review this during the budget process, but he would also like to see the pool open. The city spent five-point-five million dollars on that. It would be nice to see the pool open year-round or close to it. It would be nice to have it more available to the citizens. **Commissioner Christian** remarked that we would also need to hire lifeguards. **Mayor Pederson** said that would be another issue to look at during the budget process. **CM Minner** said that he and RD Rima received that letter too. It was an older letter, dated April 11th. He had a conversation with RD Rima about it. Some of the stuff in the letter is not one hundred percent accurate. If there is a desire to see the pool open, as the commission has expressed here. We will need full-time staff for that facility. We would need to hire full-time professional lifeguards year-round. The issue is the certified lifeguards. He knows everybody likes to say there are retired people that are certified lifeguards. If someone could show them to him, he would hire them today. It was difficult hiring part-time lifeguard staff. That is a challenge for everyone and to bridge the gap, we need to look at full-time professional lifeguard staff. That would be one or two extra people in the budget.

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.

The meeting adjourned at 6:58 p.m.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.1.

Meeting Date: June 13, 2022

From: Mike Thornton, (Purchasing Manager), Tracey Dean, (Airport Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Amendment One to an Existing Task Order with GAI Consultants, Inc; and providing an effective date.

Staff Recommendation:

Staff recommends execution of Amendment One to an Existing Task Order and approval of the resolution authorizing execution of the amendment for additional design services for Leesburg International Airport Aircraft Storage Hangars with GAI Consultants, Inc. for an amount not to exceed \$33,500.00.

Analysis:

Staff recommends approval of the additional design scope and fee. The survey results of the new hangar(s), currently under design, located north of Airport Boulevard, south of U.S. Highway 441, and west of Echo Drive, identified a taxilane safety area that is not compliant. The exterior airport fencing and stormwater ponds are both within the safety area. The additional scope of work provides for reconfiguration/redesign of the stormwater ponds, permit modifications to the SJRWMD Airport permit, and potentially rerouting of multiple utilities that are located along Echo Drive. Should the Commission decide not to approve the additional scope, the project limits will be considerably reduced, consequently losing hangar development space. The taxilane would also need to be rendered unusable for aircraft travel, leaving only one taxilane for the existing hangars and the proposed hangars. On May 12, 2022, the Airport Advisory Board reviewed the change order to the hangar design and unanimously recommended approval.

Procurement Analysis:

On July 12, 2021, pursuant to Resolution 10879, the City Commission approved execution of a Professional Services Agreement on a Continuing Basis with GAI Consultants, Inc. On November 8, 2022, the City Commission approved a Task Order under the existing Professional Services Agreement for design and permitting services for aircraft storage hangars. Additional design and permitting services are necessary to obtain a compliant Taxilane Safety Area (TSA) grading.

Options:

1. Approve Resolution authorizing execution of Amendment 1 to the Task Order under the Continuing Professional Services Contract with GAI Consultants, Inc.; or

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

Fiscal Impact:

Account No. 048-8099-542-31.30

Project No. 480003

WF No. WF1383898/1

Budget \$163,340.00

Available \$ 33,500.00

Submission Date and Time: 6/8/2022 11:58:07 AM

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
AMENDMENT ONE TO AN EXISTING TASK ORDER WITH GAI
CONSULTANTS, INC; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized to execute Amendment 1 with GAI Consultants, Inc. whose address is 618 E. South Street, Suite 700, Orlando, FL 32801 for additional design services for Leesburg International Airport Aircraft Storage Hangars.

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 13th day of June 2022.

Mayor

ATTEST:

City Clerk

**AMENDMENT ONE TO A
TASK ORDER UNDER AN
AGREEMENT FOR PROFESSIONAL SERVICES
ON A CONTINUING BASIS**

THIS TASK ORDER is made as of the 23rd day of May in the year 2022, between **THE CITY OF LEESBURG, FLORIDA**, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the “CITY”, or “SPONSOR”, or “OWNER”), and **GAI CONSULTANTS, INC.** whose address is 618 E. South Street, Suite 700, Orlando, FL 32801 (hereinafter referred to as the “PROFESSIONAL”, or “CONSULTANT”).

WITNESSTH:

WHEREAS, on July 12, 2021, pursuant to resolution 10879 the CITY and PROFESSIONAL entered into an Agreement for professional engineering services on a continuing basis (hereinafter referred to as the “Master Agreement”). The Master Agreement is referenced herein as though set forth in full text.

WHEREAS, on November 8, 2022, the CITY and the PROFESSIONAL entered into a Written Task Order for professional services providing design and permitting services on Aircraft Storage Hangars.

WHEREAS, the CITY and the PROFESSIONAL desire to enter into a Written Task Order (hereinafter referred to as “Task Order”) for additional professional services providing design and permitting services on the below referenced Project.

NOW THEREFORE, for and in consideration of the mutual covenants and promises contained in this Task Order, the CITY and the PROFESSIONAL do hereby agree as set forth below:

1. **Recitals.**

The above recitals are true and correct and are incorporated herein.

2. **Scope of Services.**

The Parties agree to the Scope of Services and Fee pursuant to the terms and conditions set forth in the PROFESSIONAL’s proposal included as ATTACHMENT ‘A’ for the project generally described as:

**Project:
LEESBURG INTERNATIONAL AIRPORT
AIRCRAFT STORAGE HANGARS (ADDITIONAL DESIGN SERVICES)**

3. **Compensation.**

The PROFESSIONAL shall perform the Scope of Services for an amount of **\$33,500.00**. The cost of these services shall not exceed this amount unless the CITY has executed a written Change Order approving additional Services and additional compensation.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Task Order on the date stated in the preamble.

GAI CONSULTANTS, INC.

By: _____

Printed: _____

Its: _____
(Title)

THE CITY OF LEESBURG, FLORIDA

By: _____
Mike Pederson, Mayor

ATTEST:

J. Andi Purvis, City Clerk

APROVED AS TO FORM:

William Watson, City Attorney



SCOPE OF SERVICES FOR
LEESBURG INTERNATIONAL AIRPORT
AIRCRAFT STORAGE HANGARS
(ADDITIONAL DESIGN SERVICES)

Project Description: The Leesburg International Airport (LEE) has identified the area north of Airport Boulevard and west of Echo Drive for development of aircraft storage and maintenance hangars for general aviation aircraft. The aircraft storage hangars will accommodate piston and small turbine aircraft similar in size of those currently stored in the existing hangars. The maintenance hangar building will include floor drains, oil/water separators, restrooms, and automobile parking for each unit. The buildings will utilize existing taxilanes for access to the airfield and Airport Boulevard for landside access. Stormwater treatment and utility connections will also utilize existing infrastructure where possible. After topographic survey efforts were completed, a non-compliant Taxilane Safety Area (TSA) was discovered north of Airport Boulevard. To remedy the situation without losing hangar development space, the stormwater ponds on Echo Drive will need to be reconfigured to provide standard TSA grading while retaining the storage and treatment volumes provided under the original St. Johns River Water Management District (SJRWMD) permit.

Project Justification: The Airport currently has a waiting list of nearly fifty aircraft owners desiring storage hangars, and there is continued demand for maintenance hangar space. Completing the design provides a plan ready project for FDOT construction funding opportunities. Reconfiguring stormwater ponds to provide standard TSA grading will provide full development of existing space, the alternative is to realign the Taxilane to provide compliant TSA grading. The realignment alternative will reduce the number of hangars by at least one (1) unit per building.

Tasks and Cost: This scope of services includes Additional Design and Permitting Services. Total Lump Sum cost of this scope of services is \$33,500.00.

DESIGN SERVICES INCLUDES:

Site Design: Paving, grading, soil erosion control, restoration, and construction safety and phasing plan (CSPP) design for three (3) aircraft storage hangar buildings, and one (1) aircraft maintenance hangar building. Topographic survey and geotechnical investigation will be conducted as part of this project.

Drainage Design: Conveyance, inlets, pipes, and downspout connections for all developed areas within the project limits. Reconfiguration of Echo Drive stormwater ponds.

Utility Design: Water, sewer, and electrical connections. Sewer connections shall be limited to the units with bathrooms.

Permitting: St. Johns River Water Management District stormwater permitting including redesign of Echo Drive stormwater pond system, City of Leesburg Site Plan Review, and FDEP Permitting for water and sewer connections.

FAA Coordination: Environmental clearance and airspace clearance submittals to the FAA.

Building Design: Performance specifications for two (2) types of aircraft storage hangar buildings (T-Hangar & Box Hangar), and one (1) aircraft maintenance hangar building. Specifications will include pertinent dimensions, amenities, and finishes to be included in the pre-engineered metal buildings.

Task 1 - Preliminary & Schematic Design / 30% Plans (\$17,970)

Task 1 services will involve preliminary site design and the production of 30% Plans. The Task shall include:

- Geotechnical Investigation, additional percolation tests in Echo Drive stormwater ponds,
- Field Survey, additional survey for drainage infrastructure contributing to the Echo Drive stormwater ponds,
- Preliminary Site Plans & Draft CSPP,
- Submittal of Categorical Exclusion,
- Utility Coordination, and
- Drainage Evaluation, early coordination with SJRWMD for Echo Drive stormwater pond redesign.

Task 2 – Design Development / 60% Plans (\$15,530)

The Consultant shall address any changes requested by the OWNER at the 30% Review Meeting in this Phase. Upon issuance of the Notice to Proceed, the Consultant will proceed with the 60% Plans to include the following:

- Incorporate OWNER Comments,
- Refined Project Site Plans,
- Preliminary Building Specification,
- Preliminary Front-End Document,
- Preliminary Technical Specifications,
- Preliminary Grading & Soil Erosion Control,
- Preliminary Drainage Design, Echo Drive stormwater pond redesign,
- Submittal of SJRWMD Stormwater Permit Application,
- Preliminary Utility Design & FDEP Permit Submittals,
- Construction Phasing and Schedule,
- Submittal of project for City Plan Review,
- Submittal to FAA OE/AAA (Airspace Review), and
- Construction Cost Estimate.

The Consultant will prepare 60% Plans and Specifications, and a Construction Cost Estimate.

The Consultant will meet with the Airport to review the Plans and Specifications to verify that all concerns, issues, and potential conflicts are addressed prior to proceeding with 100% Construction Documents.

Task 3 – Construction Documents / 100% Plans

The Consultant shall address any changes requested by the OWNER at the 60% Review Meeting in this Phase. Upon issuance of the Notice to Proceed, the Consultant will proceed with the 100% Design to include the following:

- Incorporate OWNER Comments,
- Incorporate Permitting Comments,
- Final Plans,
- Final Front-End Documents,
- Final Technical Specifications, General Provisions/Supplementary Conditions,
- Final Quantities and Bid Schedule,
- Final Construction Phasing and Schedule, and
- Final Construction Cost Estimate.

The Consultant will prepare Construction Plans and Specifications, and a Final Construction Cost Estimate.

DESIGN PAYMENT DELIVERABLES / MILESTONES

Payment for the above listed items or tasks will be made after the following deliverables are received or milestones occur:

- Payment will be made for activities performed in accordance with the tasks above. A progress report or other means of verification will be provided with each invoice attesting to the work performed.
- Invoiced on a monthly basis, in proportion to the percentage of completion.
- Preliminary & Schematic Building Design / 30% Plans - Three (3) copies of the Preliminary Plans in 24"x36" format will be submitted to the OWNER for distribution.
- Design Development / 60% Plans - Three (3) copies of the 60% Plans in 24"x36" format, and a draft set of specifications and front-end documents will be submitted to the OWNER for distribution.
- Construction Documents / 100% Plans - Three (3) copies of the 100% Plans in 24"X36" format, and a final set of specifications and front-end documents will be submitted to the OWNER for distribution.

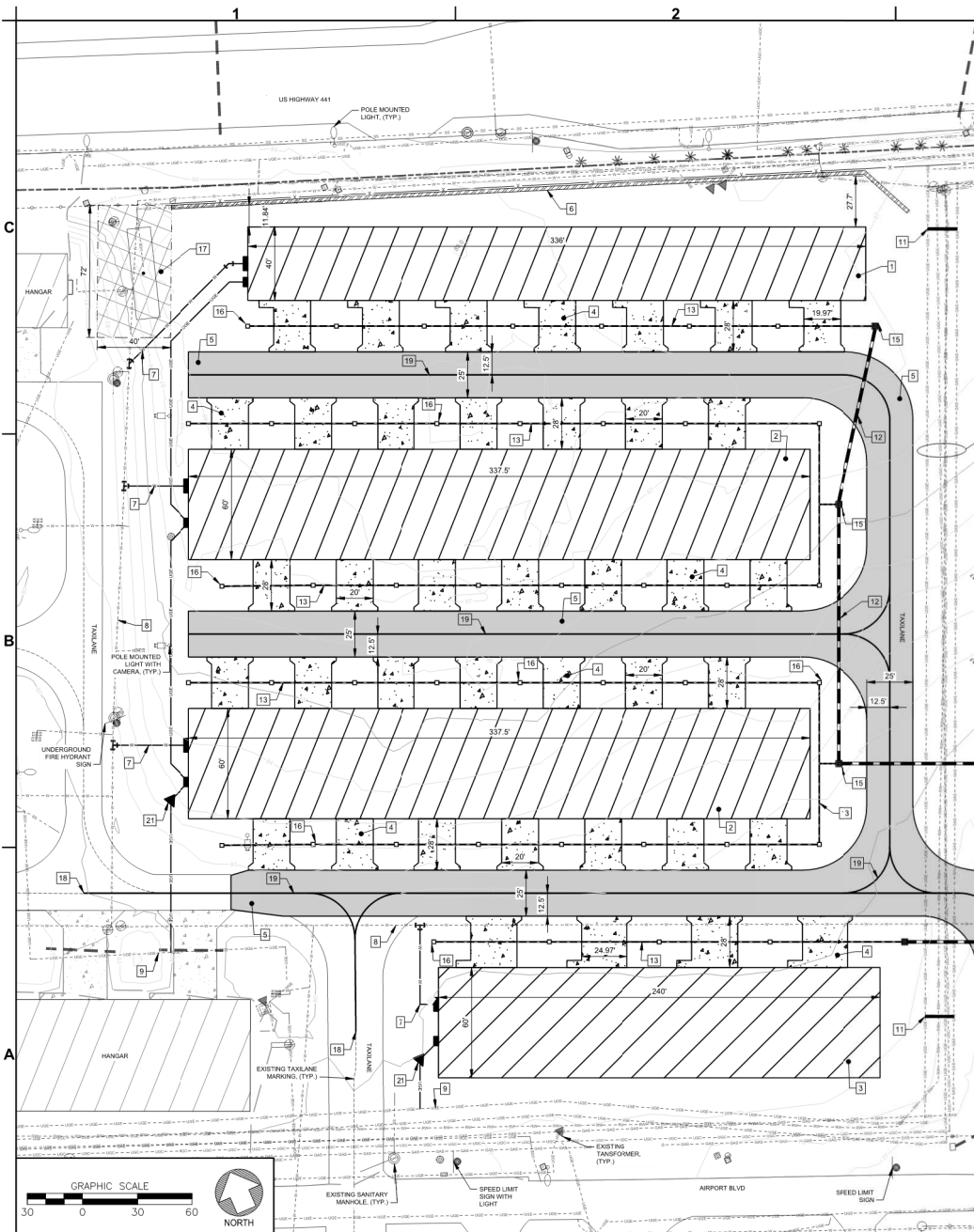
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FEE PROPOSAL

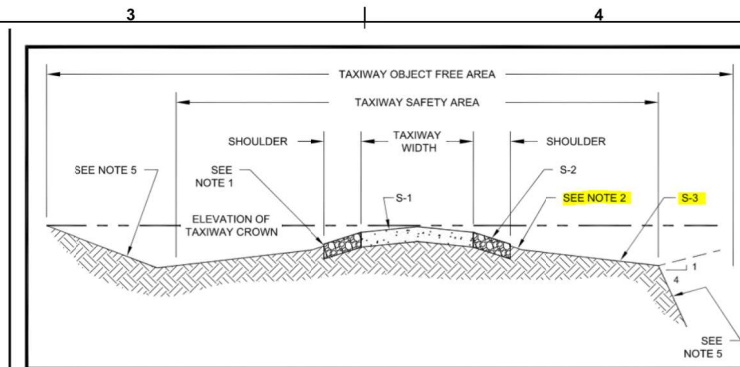
ADDITIONAL DESIGN SERVICES FOR AIRCRAFT STORAGE HANGARS
LEESBURG INTERNATIONAL AIRPORT

LABOR SUMMARY

TASK	DESCRIPTION	Technical/Professional 23		Technical/Professional 11		Technical/Professional 07		Technical/Professional 04		Subconsultant	Labor Costs	
		Rate/Hour: \$	265	Rate/Hour: \$	160	Rate/Hour: \$	125	Rate/Hour: \$	90	\$	Cost	Cost
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Cost	Hours	Cost
1	PRELIMINARY & SCHEMATIC BUILDING DESIGN / 30% PLANS											
1.1	General Coordination with OWNER	\$	-	\$	-	\$	-	\$	-	\$	0	\$ -
1.2	Preliminary Site Plans	\$	-	\$	-	\$	-	\$	-	\$	0	\$ -
1.3	Submittal of Categorical Exclusion	\$	-	\$	-	\$	-	\$	-	\$	0	\$ -
1.4	Utility Coordination	\$	-	\$	-	\$	-	\$	-	\$	0	\$ -
1.5	Drainage Evaluation, <u>early coordination with SJRWMD for Echo Drive stormwater pond redesign</u>	2	\$ 530	16	\$ 2,560	40	\$ 5,000	40	\$ 3,600	\$ -	98	\$ 11,690
1.6	Field Survey, <u>additional survey for drainage infrastructure contributing to the Echo Drive stormwater ponds</u>	\$	-	4	\$ 640		\$ -		\$ -	\$ 3,000	4	\$ 3,640
1.7	Geotechnical Investigation, <u>additional percolation tests in Echo Drive stormwater ponds</u>	\$	-	4	\$ 640		\$ -		\$ -	\$ 2,000	4	\$ 2,640
	Subtotal	2	\$ 530	24	\$ 3,840	40	\$ 5,000	40	\$ 3,600	\$ 5,000	106	\$ 17,970
2	DESIGN DEVELOPMENT / 60% PLANS											
2.1	General Coordination with OWNER	\$	-	\$	-	\$	-	\$	-	\$	0	\$ -
2.2	Refined Project Site Plans	\$	-	\$	-	\$	-	\$	-	\$	0	\$ -
2.3	Preliminary Building Specification (KMA)	\$	-	\$	-	\$	-	\$	-	\$	0	\$ -
2.4	Preliminary Front-End Document	\$	-	\$	-	\$	-	\$	-	\$	0	\$ -
2.5	Preliminary Technical Specifications	\$	-	\$	-	\$	-	\$	-	\$	0	\$ -
2.6	Preliminary Grading	\$	-	\$	-	\$	-	\$	-	\$	0	\$ -
2.7	Preliminary Drainage Design, <u>Echo Drive stormwater pond redesign</u>	2	\$ 530	40	\$ 6,400	40	\$ 5,000	40	\$ 3,600	\$ -	122	\$ 15,530
2.8	Submittal of SJRWMD Stormwater Permit Application	\$	-	\$	-	\$	-	\$	-	\$	0	\$ -
2.9	Preliminary Utility Design	\$	-	\$	-	\$	-	\$	-	\$	0	\$ -
2.10	Construction Phasing and Schedule	\$	-	\$	-	\$	-	\$	-	\$	0	\$ -
2.11	Submittal of project for City Plan Review	\$	-	\$	-	\$	-	\$	-	\$	0	\$ -
2.12	Submittal to FAA OE/AAA (Airspace Review)	\$	-	\$	-	\$	-	\$	-	\$	0	\$ -
2.13	Construction Cost Estimate	\$	-	\$	-	\$	-	\$	-	\$	0	\$ -
	Subtotal	2	\$ 530	40	\$ 6,400	40	\$ 5,000	40	\$ 3,600	\$ -	122	\$ 15,530
3	CONSTRUCTION DOCUMENTS / 100% PLANS											
3.1	General Coordination with OWNER	\$	-	\$	-	\$	-	\$	-	\$	0	\$ -
3.2	Incorporate Permitting Comments	\$	-	\$	-	\$	-	\$	-	\$	0	\$ -
3.3	Final Plans	\$	-	\$	-	\$	-	\$	-	\$	0	\$ -
3.4	Final Front-End Documents	\$	-	\$	-	\$	-	\$	-	\$	0	\$ -
3.5	Final Technical Specifications, General Provisions/Supplementary Conditions (incl KMA)	\$	-	\$	-	\$	-	\$	-	\$	0	\$ -
3.6	Final Quantities and Bid Schedule	\$	-	\$	-	\$	-	\$	-	\$	0	\$ -
3.7	Final Construction Phasing and Schedule	\$	-	\$	-	\$	-	\$	-	\$	0	\$ -
3.8	Final Construction Cost Estimate	\$	-	\$	-	\$	-	\$	-	\$	0	\$ -
	Subtotal	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ -	0	\$ -
Total Labor and Expenses		4	\$ 1,060	64	\$ 10,240	80	\$ 10,000	80	\$ 7,200	\$ 5,000	228	\$ 33,500



A1 SITE PLAN



Notes:

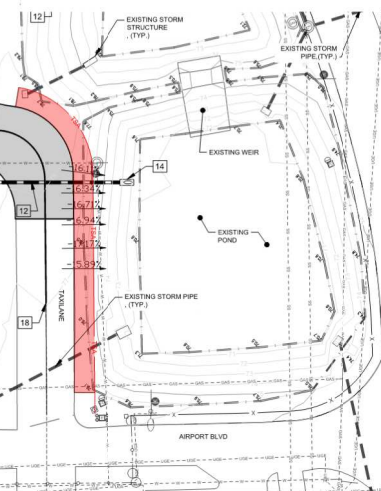
- Construct a 1.5 inch (4 cm) drop between paved and unpaved surfaces.
- Maintain a 5.0% grade for 10 feet of unpaved surface adjacent to the paved surface.
- S-2 applies when shoulders are provided.
- See Table 3-3 for S-1, S-2, and S-3.
- The transverse slope from the edge of the TSA should be 0% or negative (unlimited) to the edge of the taxiway OFA if practicable. Allowable positive slope is 4:1.

Table 3-3. Transverse grades

Dimension	Approach Category	
	A & B	C, D, & E
S-1	1.0% - 2.0%	1.0% - 1.5%
S-2 (≥ S-1)	1.5% - 5.0%	1.5% - 5.0%
S-3	1.5% - 5.0%	1.5% - 3.0%

Dimension	ADG					
	I	II	III	IV	V	VI
D-1	D-1 is 1/2 of RSA width. See dimension C in interactive Table 3-5					
D-2	25	40	59	86	107	131
S-4 (max)	8:1		10:1		16:1	

Note: See Figure 3-23 and Figure 4-33.



- PROPOSED PRE-ENGINEERED, 7 UNIT AIRCRAFT STORAGE HANGAR, (336 LF X 40 LF) MAXIMUM BUILDING ENVELOPE DEPICTED. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO SIZE AND DESIGN THE BUILDING FOUNDATION BASED ON THE CONTRACTOR SUBMITTED BUILDING PLANS.
- PROPOSED PRE-ENGINEERED, 14 UNIT HANGAR, (337.5 LF X 60 LF) MAXIMUM BUILDING ENVELOPE DEPICTED. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO SIZE AND DESIGN THE BUILDING FOUNDATION BASED ON THE CONTRACTOR SUBMITTED BUILDING PLANS.
- PROPOSED PRE-ENGINEERED, 4 UNIT MAINTENANCE HANGAR, (240 LF X 60 LF) MAXIMUM BUILDING ENVELOPE DEPICTED. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO SIZE AND DESIGN THE BUILDING FOUNDATION BASED ON THE CONTRACTOR SUBMITTED BUILDING PLANS.
- PROPOSED CONCRETE PARKING APRON, (TYP.)
- PROPOSED NEW TAXIWAY PAVEMENT
- PROPOSED BLOCK RETAINING WALL
- PROPOSED POTABLE WATER LINE SERVICE CONNECTION FOR AUTOMATED FIRE SUPPRESSION.
- EXISTING POTABLE WATER MAIN. CONTRACTOR TO VERIFY SIZE, MATERIAL, AND INSTALLATION DETAILS AND PERMITTING WITH THE CITY OF LEESBURG BUILDING DEPARTMENT PRIOR TO START OF WORK.
- EXISTING SINGLE PHASE ELECTRIC SERVICE. CONTRACTOR TO VERIFY SIZE, MATERIAL, AND INSTALLATION DETAILS AND PERMITTING WITH THE CITY OF LEESBURG BUILDING DEPARTMENT PRIOR TO START OF WORK.
- EXISTING UTILITIES TO BE RELOCATED/LOWELED TO A MINIMUM OF 3 FEET BELOW PROPOSED GRADE. CONTRACTOR SHALL SOFT DIG EXISTING UTILITY LINES TO DETERMINE EXISTING LOCATION, SIZE, TYPE, AND DEPTH PRIOR TO BEGANY ANY WORK.
- EXISTING UTILITY RELOCATION/LOWERING LIMITS.
- PROPOSED 18" SMOOTH INTERIOR CORRUGATED PLAST PIPE (SICPP), (TYP.)
- PROPOSED 6" PVC DRAINAGE PIPE, (TYP.)
- PROPOSED 4:1 SLOPE MITERED END SECTION.
- PROPOSED FOOT TYPE C DITCH BOTTOM INLET.
- PROPOSED 6" YARD DRAIN.
- AREA AROUND EXISTING ADVERTISEMENT SIGN (BILLBOARD) TO REMAIN UNDISTURBED (72' X 40')
- TIE INTO EXISTING MARKINGS.
- PROPOSED TAXIWAY CENTERLINE MARKING.
- PROPOSED 6" CHAIN LINK FENCE.
- PROPOSED SINGLE PHASE ELECTRICAL TRANSFORMER, (TYP.)

A4 KEYED NOTES

LEESBURG
EST. 1957

PROPOSED SITE PLAN

LEESBURG HANGAR DESIGN

LEESBURG INTERNATIONAL AIRPORT (KLEF), 8807 AIRPORT BLVD, LEESBURG, FL 34788

SCALE: AS SHOWN

DATE: MARCH 2022

DRAWN: PV

DESIGNED: MBH

APPROVED: DJN

REVISIONS

NO.	DATE	DESCRIPTION

PROJECT NO. DASH NO. R210216.04

SHEET 104

gai consultants

EB 9951

618 SOUTH ST. SUITE 700

ORLANDO, FLORIDA 32801

PHONE: (407) 423-8398

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.2.

Meeting Date: June 13, 2022

From: Mike Thornton, (Purchasing Manager), Cliff Kelsey, (Public Works Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Amendment One to amend the contract term for an existing Agreement with Envirowaste Service Group, Inc. for Sanitary Sewer System Smoke Testing Services; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the resolution authorizing execution of Amendment One to an existing Agreement with Envirowaste Service Group, Inc. for Sanitary Sewer System Smoke Testing Services on an 'as-needed basis.'

Analysis:

Smoke testing is a process that is periodically performed as a part of an ongoing sanitary sewer inspection program. It is undertaken in order to identify areas where storm water enters the sanitary sewer system. The excess storm water has many negative effects on the sanitary sewer system. The excess water needlessly adds to the amount of water treated by the wastewater treatment process.

Staff requests to amend the contract term to May 9, 2025 and all other terms of the Agreement will remain the same.

Procurement Analysis:

Purchasing Division issued Invitation for Bid (IFB) 190251 on February 12, 2019 for Sanitary Sewer System Smoke Testing Services on an 'as-needed' basis and awarded the Agreement to Envirowaste Service Group, Inc. at the unit price of \$0.29 per Linear Foot.

Options:

1. Approve the resolution authorizing execution of Amendment One with Envirowaste Services Group, Inc.; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The utility budgets for smoke testing services based on their testing schedule. There will be no fiscal impact at this time. The purpose of this agenda item is to extend contract term.

Account No. 044-4081535.46-26

Project No. 447011

Budget \$45,000.00

Available \$45,000.00

Submission Date and Time: 6/8/2022 12:01:33 PM

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
AMENDMENT ONE TO AMEND THE CONTRACT TERM FOR AN EXISTING
AGREEMENT WITH ENVIROWASTE SERVICE GROUP, INC. FOR
SANITARY SEWER SYSTEM SMOKE TESTING SERVICES; AND
PROVIDING AN EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized to execute Amendment One with Envirowaste Group, Inc. whose address is 18001 Old Cutler Road, Suite 554, Miami, Florida 33157, for sanitary sewer system smoking testing services.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 13th day of June 2022.

Mayor

ATTEST:

City Clerk

**FIRST AMENDMENT
OF A FIXED UNIT PRICE AGREEMENT**

THIS AGREEMENT is made as of the 23rd day of May, 2022, between **THE CITY OF LEESBURG, FLORIDA** a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **ENVIROWASTE SERVICES GROUP, INC.**, whose address is 18001 Old Cutler Road, Suite 554, Miami, Florida 33157 (hereinafter referred to as the "CONTRACTOR").

WITNESSETH:

THAT, on April 8, 2019, the CITY and CONTRACTOR entered into a unit price services agreement whereby the CONTRACTOR agreed to provide sanitary sewer system smoking testing services on an "as-needed basis" to the CITY (hereinafter referred to as the "Agreement").

WHEREAS, the parties wish to extend the term for an additional three (3) years as permitted in the original Agreement and have entered into this Amendment for that purpose.

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

1. Recitals.

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

2. Amendment.

The contract term is amended to expire on May 9, 2025.

3. Modification.

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

4. COUNTERPARTS.

This Agreement may be executed in multiple counterparts, each of which may be considered an original, but all of which together shall constitute but one and the same instrument. This Agreement when signed by a party may be delivered by electronic mail or facsimile transmission with the same force and effect as if the same were an executed and delivered original, manually-signed counterpart.

[Signature page follows.]

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

ENVIROWASTE SERVICES GROUP, INC.

By: _____

Its: _____
(Title)

CITY OF LEESBURG, FLORIDA

Mike Pederson, Mayor

ATTEST:

J. Andi Purvis, City Clerk

Approved as to form:

William Watson, City Attorney

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.3.

Meeting Date: June 13, 2022

From: Mike Thornton, (Purchasing Manager), Cliff Kelsey, (Public Works Director)

Subject: Purchase request by the Stormwater Utility for the purchase of ONE (1) Vacuum Truck for an amount of \$468,237.49 to Super Products, LLC.

Staff Recommendation:

Staff recommends approving the purchase request for the purchase of one (1) vacuum truck from Super Products, LLC using the Sourcewell Cooperative contract for an amount of \$468,237.49.

Analysis:

The purpose of this item is to purchase a second vacuum truck for primary use by the Stormwater Division and for the truck to serve as a backup to the vacuum truck currently used by the Wastewater Division. The City currently has in service one Camael Maxx Vacuum Truck manufactured by Super Products, LLC. This truck is currently assigned to the Wastewater division for use on lift stations and sewer lines and manholes. The Stormwater Division also has the need for a vacuum truck to be used for cleaning out baffle boxes as well as stormwater lines and structures. The new truck will also serve as a backup to the truck used by the Wastewater Division. If a liftstation is overflowing or a sewer line clogged, a backup truck would be needed should the primary vacuum truck be out of service.

Procurement Analysis:

The Procurement Division has determined the use of the Sourcewell Cooperative contract to be the best and most efficient method for obtaining this type of equipment that meets the requirements of the City. Use of cooperative contracts are permitted by the City Purchasing Policy. The purchase will be fulfilled by Container Systems, a local equipment distributor located in Daytona Beach.

Options:

1. Approve the purchase request to Super Products, LLC as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

This piece of equipment was not budgeted. A budget adjustment will be necessary to add this purchase to the current budget. Funds are available in available Stormwater cash reserves.

Account No.	014-7099-537.64-10
Project No.	140004
WF No.	WF1413755 / 001
Requisition	54358
Budget	-0-

Submission Date and Time:



Leesburg – 05/13/2022

Camel Max Series - Combination Sewer Cleaner - Ejector Type Camel 1200

STANDARD COMPONENTS

- Debris body capacity of 12.0 cubic yards
- Constructed of abrasion and corrosion resistant ¼" thick Exten steel
- Hydraulic powered open and close, full height and width flat rear door
- Four (4) mechanical, wedge pin and receiver, hydraulically operated tailgate latches
- Exterior mechanical liquid level gauge with stainless steel float and rod
- Body raised with a two-stage double acting telescopic cylinder
- Ejector plate using Super-Pak technology to separate liquid from solids. Ejector plate full diameter fabricated steel ejector plate with two-stage hydraulic cylinder to fully eject a full load of debris.
- Ejector system will allow the operator to compress material in the debris tank to remove the maximum amount of liquid possible. Controls to operate the Super-Pak system will be integrated with the standard ejector plate control.
- Internal debris tank flushing system
- Vacuum pump (824 direct UPGRADE) shaft driven from a heavy-duty transfer case
- An externally mounted, vertical cyclone separator with a 16" diameter clean out
- Vacuum relief vent door to automatically relieve vacuum
- Eco water pump - Double acting, single piston hydraulic powered water pump with 1:1 oil to water ratio, rated at 2500 psi 80 gpm
- Block buster - Manually operated Dual hydro-pneumatic nitrogen charged 2-1/2 pound accumulators with on/ off valve
- Water storage tanks 1500-gallon usable capacity, tanks divided into 250-gallon, separate, self-baffling cells
- Rotational molded non-cross linked polyethylene construction with ultraviolet stabilizer
- A single curbside fill system with strainer and 4" air gap
- The hose reel assembly front mounted, capable of extending 18 inches with 240-degree manual rotation capable of extending 18"
- The hose reel capacity of 1000' of 1" I.D. sewer hose.
- Reel driven by a double chain, hydraulic drive
- A containment system enclosing the top ¼ of the hose reel
- Self-contained air purge system for purging water to prevent freeze-up
- Advanced logic Can-BUS command and control systems network, self-diagnostics



- Power boom with 217-degree hydraulic rotation lockable in any position,
- Boom is equipped with a heavy-duty channel reinforced elbow with lift capacity at the boom end shall be 1,000 pounds
- Joy sticks permanently mounted to the operator control station for boom and hose reel functions
- Hydraulic boom extension of 8', true telescoping tube inside of tube design, 26' from centerline of unit.
- The operator control center is located at the front of unit, Hot Shift control is supplied at front control panel to engage and disengage vacuum pump with self-diagnostics
- Quarter fenders – front and back of rear wheels
- Safety cone rack complete with 6 - 28" orange cones
- Powder paint finish, unit only, white
- Rear bumper
- One (1) year warranty, unit module on defects in material and workmanship
- Ten (10) year warranty, on water tanks, defects in material and workmanship
- Ten (10) year warranty, on debris tank, defects in material and workmanship
- Three (3) year warranty, on water pump, defects in material and workmanship
- Two (2) each operation, maintenance, and parts manual

Details of Customer Build:

Part Number	Qty	Description
0008777	1	Camel Max / Model 1200EJ
Chassis 1	2023	FTL 108SD, CML12, L9 370/1250, Allison 3000 RDS
0039176	1	8" vacuum system, "Roots type PD Model 824, 18" hg. and 4500 cfm
0032336	1	Vacuum booster valve
0032314	1	Pleated final filter assembly
0038687	1	Rear splash shield
0032395	1	Acculevel debris level indicator~
0006404	1	Cover, 6" Front Drain
0040153	1	Trash pump, 3", Manual 420gpm, front body with side discharge
0039990 - 80/2500	1	80 GPM @ 2500 PSI Water pump
0038612	1	Retractable hose reel with live center with 50' x 1/2" hose
0032190	1	Low water warning light and alarm with water capacity digital display
0038610	1	Manual Accumulator shut off valve (Standard)(Block buster)
0032187	1	Wireless remote
3665-80000	1	800' 1" hose
0032380	1	Fully automatic power level wind
0032877	1	Hose reel tensioning system
0032770	1	Hose reel digital counter (Automatic)
0032257	1	LED Boom work lights
0032253	1	LED Flood light package, tailgate area, power unit area
0032160	1	LED Package 2 - (2) Tailgate and (2) Boom beacon omni-directional strobes
0032483	1	LED Package 3 - Front, Mid-ship, and Rear bumper directional strobes



0028944	1	Rear Arrow board
0039809	1	Toolbox, 48", Lower, Curb
0038693	1	Toolbox, 48", Mid, Curb
0038671	1	Toolbox, 52", Driver Side
0035745	1	Back of cab vertical tube rack
0002382	1	Front / rear tow hooks
0030054	1	Camera system, front
Std White Paint	1	Powder coat paint finish, white (Standard)
0034405	1	Hydro-X Kit, Ripsaw Style
6000-02011-8025	1	Large Chisel Nozzle
6000-02015-8025	1	Standard Nozzle
9050-00038-0002	1	1" standard nozzle extension
0027059	1	Hose, 25', cotton - Single Jacket Filler Hose
0023397	1	Washdown handgun
3000-02601	2	Tigertail Sewer Hose Guide
3000-01242	1	Hydrant wrench
3000-01244	1	Puller hook
4510-00245	1	Fluidizing Suction Tube Nozzle 8" x 24"
3000-00825	8	Supertube Lock ring 8"
8500-00453EF	1	8" x 60" Supertube w/ Crown
8510-01373	1	8" x 36" Supertube - Aluminum
8510-01374	2	8" x 60" Supertube - Aluminum
8510-01375	2	8" x 84" Supertube - Aluminum
Freight	1	Freight

Sub Total **\$577, 777.21**

Sourcewell Contract Discount 5% **\$559, 338.35**

Additional Dealer Discount **\$53,236.01**

Additional Super Products discount **\$37762.48**

Grand Total \$468,237.49

Thank you!

Terry Galica | Regional Sales Manager

Super Products LLC

130 W Boxhorn Drive | Mukwonago, WI 53149

c: 205.224.6062 | e: tgalica@superproducts.com

www.superproducts.com

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.4.

Meeting Date: June 13, 2022

From: Mike Thornton, (Purchasing Manager), Cliff Kelsey, (Public Works Director)

Subject: Purchase request by Public Works for the purchase of new programmable logic controllers and associated electronics for use in the wastewater and water equipment for a total cost of \$216,260.63.

Staff Recommendation:

Staff recommends approval of the purchase request to two suppliers for a total expenditure of \$216,260.63. The two suppliers are Maple Systems (\$26,690.00) and MP Predictive Technologies, Inc. (\$189,570.63).

Analysis:

In both the City water and wastewater systems, Programmable Logic Controllers (PLCs) are used to control the equipment within the systems. The PLCs control pumps, valves, and other equipment based on how they have been programmed by the plant and system operators. The City's current Programmable Logic Controllers (PLCs) are out of date and no longer manufactured. The availability of older PLCs is becoming more scarce and prices are rising because of the diminishing supply. This purchase is necessary to upgrade the PLCs with newer technology that is more advanced and readily available.

This will be a multi-year phased upgrade within the utility operations. The old PLCs removed will be kept as spares for the remaining older PLCs until all PLCs can be replaced.

Procurement Analysis:

The Procurement Division issued Invitation for Bid (IFB) 220231 requesting bid prices on a list of PLCs, displays, and associated electronics required for the upgrade. On May 31, 2022, the City received 4 responses to the IFB. After reviewing the responses, staff have determined a multiple award is necessary to obtain all the needed equipment. An award to Maple Systems, manufacturer of the touch displays, for \$26,690.00 is recommended. A second award to MP Predictive Technologies, Inc. for the remaining equipment in the amount of \$189,570.63 is recommended.

The detailed bid tabulation is attached for your review. Public Works staff decreased quantities to order on some of the items in order to stay within budget.

Options:

1. Approve the purchase request to Maple Systems and MP Predictive TEchnologies, Inc. as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Funds are specifically budgeted in the water and wastewater utility accounts listed here.

Account No.	Wastewater - Liftstations 044-4082-535.51-81 447020 \$99,058.02
	Water - Reuse 043-3072-533.51-81 (no project) \$15,180.57
	Water - Treatment Plants 043-3051-533.51-81 536013 \$41,060.46
	Wastewater - Canal Street 044-4051-535.51-80 447015 \$60,961.58
	Total = \$216,260.63
Requisition	54011 54343
Budget	\$216,260.63
Available	\$216,260.63

Submission Date and Time:

DETAILED FINAL BID TABULATION
INVITATION FOR BID 220231
Programmable Logic Controllers

DESCRIPTION	MANUFACTURER	CATALOG NO.	Qty	Maple Systems			MP Predictive Technologies Inc.			Process Control Services LLC			Smart Energy Solutions		
				UNIT PRICE	DELIVERY DA\	EXTENDED PRICE	UNIT PRICE	DELIVERY DA\	EXTENDED PRICE	UNIT PRICE	DELIVERY DA\	EXTENDED PRICE	UNIT PRICE	DELIVERY DA\	EXTENDED PRICE
CPU, 3MB, UP TO 31 I/O MODULES	ALLEN-BRADLEY	5069-L330ER	2.00			\$0.00	\$7,192.4700	135	\$14,384.94	\$7,726.4800	112	\$15,452.96	\$8,242.0000	150	\$16,484.00
CPU, 2MB, UP TO 16 I/O MODULES	ALLEN-BRADLEY	5069-L320ER	6.00			\$0.00	\$4,919.1300	155	\$29,514.78	\$5,284.2200	30	\$31,705.32	\$5,656.0000	40	\$33,936.00
DIGITAL INPUT MODULE, 16 CHANNEL AC	ALLEN-BRADLEY	5069-1A16	40.00			\$0.00	\$524.6500	188	\$20,986.00	\$536.6000	142	\$21,464.00	\$601.0000	180	\$24,040.00
DIGITAL OUTPUT MODULE, 16 CHANNEL RELAY	ALLEN-BRADLEY	5069-DW16	7.00			\$0.00	\$971.5600	188	\$6,800.92	\$1,043.7000	122	\$7,305.90	\$1,113.0000	150	\$7,791.00
DIGITAL OUTPUT MODULE, 16 CHANNEL AC	ALLEN-BRADLEY	5069-OA16	1.00			\$0.00	\$945.1900	135	\$945.19	\$1,015.3600	30	\$1,015.36	\$1,083.0000	30	\$1,083.00
ANALOG INPUT MODULE, 8 CHANNEL	ALLEN-BRADLEY	5069-IF8	13.00			\$0.00	\$1,203.3600	188	\$15,643.68	\$1,292.7000	140	\$16,805.10	\$1,379.0000	180	\$17,927.00
ANALOG OUTPUT MODULE, 8 CHANNEL	ALLEN-BRADLEY	5069-OF8	7.00			\$0.00	\$2,109.6800	188	\$14,767.76	\$2,263.3100	110	\$15,843.17	\$2,417.0000	150	\$16,919.00
FIELD POTENTIAL DISTRIBUTOR MODULE	ALLEN-BRADLEY	5069-FPD	12.00			\$0.00	\$217.9200	13	\$2,615.04	\$248.2000	30	\$2,978.40	\$265.0000	30	\$3,180.00
TERMINAL BLOCK (SPRING) FOR CPU	ALLEN-BRADLEY	5069-RTB64-SPRING	8.00			\$0.00	\$46.9300	13	\$375.44	\$53.4400	30	\$427.52	\$57.0000	30	\$456.00
TERMINAL BLOCK (SPRING) FOR I/O MODULES	ALLEN-BRADLEY	5069-RTB18-SPRING	68.00			\$0.00	\$85.7700	13	\$5,832.36	\$97.6900	30	\$6,642.92	\$104.0000	30	\$7,072.00
TERMINAL BLOCK (SPRING) FOR FPD MODULES	ALLEN-BRADLEY	5069-RTB6-SPRING	12.00			\$0.00	\$28.4500	13	\$341.40	\$32.4000	30	\$388.80	\$35.0000	30	\$420.00
SERIAL INTERFACE MODULE, 2 DB9 RS232/485 PORT	ALLEN-BRADLEY	5069-SERIAL	7.00			\$0.00	\$936.8600	142	\$6,558.02	\$1,006.4200	155	\$7,044.94	\$1,073.0000	180	\$7,511.00
TOUCHSCREEN, OIT, 12.1-INCH	MAPLE SYSTEMS	HMI5120XL	4.00	\$1,085.0000	5	\$4,340.00			\$0.00	\$1,630.0600	30	\$6,520.24	\$1,738.0000	30	\$6,952.00
TOUCHSCREEN, 9.7-INCH	MAPLE SYSTEMS	HMI15097NXL	30.00	\$745.0000	5	\$22,350.00			\$0.00	\$1,068.7600	30	\$32,062.80	\$1,140.0000	30	\$34,200.00
CONTROLLER, MICROLOGIX 1400 32 POINT	ALLEN-BRADLEY	1766-L32BXB	30.00			\$0.00	\$1,294.8700	72	\$38,846.10	\$1,203.9800	100	\$36,119.40	\$1,284.0000	150	\$38,520.00
ANALOG INPUT MODULE, MICROLOGIX 4 CHANNEL	ALLEN-BRADLEY	1762-IF4	30.00			\$0.00	\$570.1300	72	\$17,103.90	\$546.3600	155	\$16,390.80	\$583.0000	190	\$17,490.00
CELLULAR ROUTER DATA MODEM	MULTI-TECH SYSTEMS, INC.	MTE-LAT6-B07	30.00			\$0.00	\$495.1700	12	\$14,855.10	\$491.6600	30	\$14,749.80	\$524.0000	45	\$15,720.00
Total						\$26,690.00			\$189,570.63			\$232,917.43			\$249,701.00

Original bid quantity. Order quantity will be 30 each on these items. Qty reduced to meet available budget.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.5.

Meeting Date: June 13, 2022

From: Mike Thornton, (Purchasing Manager), Cliff Kelsey, (Public Works Director)

Subject: Resolutions authorizing execution of three (3) Professional Services Agreements on a Continuing Basis for engineering services related to public works utilities.

Staff Recommendation:

Staff recommends awarding Request for Qualifications (RFQ) 220183 to the following three (3) firms:

1. Jones Edmunds & Associates, Inc., and
2. Dewberry Engineers, Inc., and
3. Halff Associates, Inc.

Staff further recommends approval of the resolutions authorizing execution of the Agreement with each of the firms.

Analysis:

The purpose of this solicitation is to establish continuing services agreements with four (4) professional engineering firms to provide engineering services for City utility projects. The scope of services includes, but is not limited to performance of all professional engineering tasks related to water, wastewater and storm water utilities, which include services for planning, programming, engineering, design, inspection, project management, technical and survey/ mapping services, public presentation and discussion, and general consulting regarding any technical issues and construction of various public works requiring engineering or architectural services.

All work will be in accordance with Standards for Professional Engineering. For future projects, the City will negotiate the technical aspects of the scope of services, deliverables, fees, on a project-byproject basis. An agreement on those elements between the City and Professional will be executed in the form of a Task Order.

Procurement Analysis:

The Purchasing Division issued Request for Qualifications (RFQ) number 180213 inviting interested and qualified firms to submit responses demonstrating their professional qualifications and competence of their organization.

The City received qualification statements from five (5) firms. A technical evaluation panel consisting of staff from the Public Works Department evaluated the responses, which detailed the respondent organization's project team, firm's approach to the stated needs, and previous experience with associated utility projects in relation to the evaluation elements of the RFQ.

This solicitation was conducted in compliance with the CCNA, Florida Statute 287.055 governing the "Acquisition of professional architectural, engineering, landscape architectural or surveying and mapping services," which contains policy and procedural requirements to be followed when soliciting, evaluating and selecting contractors to perform professional services. The CCNA requires the evaluation of current statements of qualifications and performance data, together with those that may be submitted by other firms regarding the proposed project, demonstrating their qualifications, approach to the project, and ability to furnish the required services.

In the tradition of fundamental source selection principles, which stress the need to adhere strictly to the evaluation criteria set forth in the RFQ and following the evaluation and scoring methodology in the source selection/ technical evaluation plan, the proposals were evaluated by the technical evaluation panel in a fair, uniform, and objective manner solely in accordance with the CCNA and evaluation criteria.

The ranking of all firms is provided here.

- ***Jones Edmunds & Associates, Inc. - 94.75%***
- ***Dewberry Engineers, Inc. - 94%***
- ***Halff Associates, Inc. - 92.63%***
- CPH, Inc. - 89.38%
- OM Engineering Services - 85.38%

Options:

1. Approve award of the RFQ to each of the three firms and approve the resolutions authorizing execution of the contracts as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

There is no fiscal impact associated with the approval and execution of the continuing services agreements. When the need for services is identified, the City will negotiate a scope of services and compensation with one of the firms. A Task Order will be prepared and the appropriate approval sought for the Task Order and the associated cost.

Submission Date and Time:

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
AN AGREEMENT WITH JONES EDMUNDS & ASSOCIATES, INC. FOR
PROFESSIONAL ENGINEERING SERVICES ON A CONTINUING BASIS;
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 JONES EDMUNDS & ASSOCIATES, INC. whose address is 730 NE Waldo Road, Gainesville, FL 32641 for professional engineering services pursuant to Request for Qualifications 220183.

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 13th day of June 2022.

Mayor

ATTEST:

City Clerk

**AGREEMENT FOR PROFESSIONAL SERVICES
ON A CONTINUING BASIS**

THIS AGREEMENT is made as of the 13th day of June in the year 2022, 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 **JONES EDMUNDS & ASSOCIATES, INC.** whose address is 730 NE Waldo Road, Gainesville, FL 32641 (hereinafter referred to as "PROFESSIONAL").

WHEREAS, the CITY issued Request for Qualifications (RFQ) 220183 to contract with a qualified professional or firm to provide professional engineering services on a continuing basis in accordance with Florida Statute 287.055 – Consultants Competitive Negotiation Act;

WHEREAS, PROFESSIONAL was one of the top three firms following the evaluations;

WITNESSETH:

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

1. CONTRACT DOCUMENTS

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

- a. This Agreement; and
- b. Request for Qualifications (RFQ) 220183 in its entirety; and

- c. PROFESSIONALS response to RFQ 220183 made electronically March 24, 2022 at 10:58:50 AM EST; and
- d. Compensation / Hourly Rates – Included here as Attachment 'A'; and
- e. Potential Scope of Services – Included here as Attachment 'B'; and
- f. Federal Contracting Provisions – Included here as Attachment 'C'.

2. **SERVICES**

The PROFESSIONAL shall perform, when requested, the professional services generally described in **ATTACHMENT 'B' – Potential Scope of Services**. Nothing herein shall limit the CITY'S right to obtain proposals or services from other professionals for similar projects.

3. **PAYMENT**

PROFESSIONAL shall be paid not more than once monthly for work performed on existing Task Orders. All invoices submitted by the PROFESSIONAL shall clearly reference the purchase order issued for the Task Order, the project name and the services performed. Work invoiced must be done in a manner that multiple Task Orders are not listed on the same invoice.

All invoices will be processed and paid in accordance with the State of Florida Local Government Prompt Payment Act, Florida Statute Part VII, Chapter 218.

4. **AUTHORIZED WORK**

When work is ordered by the CITY the PROFESSIONAL shall prepare a Scope of Services for the requested task. CITY shall prepare a Task Order to be executed by both parties.

5. **TASK ORDERS**

All future work will be authorized by use of a Task Order. The PROFESSIONAL will provide a proposal for each project in a format approved by the City. The proposal

will include a detailed Scope of Service as agreed to by the CITY. The proposal will also include a total expected compensation for the Scope of Services. The compensation amount must be supported by a detailed breakdown by task/activity and position. Positions and billable rates must correlate to the Schedule of Hourly Rates included as **ATTACHMENT 'A'**.

The Terms and Conditions of this Agreement are incorporated into all Task Orders. All Task Orders must be executed by the proper authority. Depending on dollar value of the Task Order it will be either the Mayor, with approval of the Commission, or the City Manager.

Task Order(s) executed under this agreement will survive the expiration of the original Agreement and all amendments and will be valid until all services associated with the Task Order(s) are completed.

6. **AUTHORIZED EXPENSES**

The CITY will not be liable for any expenses incurred by the PROFESSIONAL prior to the issuance of a fully executed Task Order.

7. **TERM**

The Initial Term of this Agreement shall be through September 30, 2025 and will commence on the date of approval of the contract by the Leesburg City Commission. If agreeable to both parties the Agreement may be extended for up to an additional THREE (3) years ('Renewal Term(s)'). Any extension shall be made by written amendment properly executed by both parties.

8. **COMPENSATION / HOURLY RATES**

The schedule of hourly rates included in **ATTACHMENT 'A'** shall prevail for the full duration of the Initial Term of the Agreement. PROFESSIONAL may request in writing an increase to the Hourly Rates at least sixty (60) days prior to the expiration of the Initial Term. Such request will be considered by the CITY and if approved incorporated into any amendment to extend the Agreement. PROFESSIONAL shall provide justification for any request to increase the fees listed in **ATTACHMENT 'A'**.

9. **TERMINATION**

All or part of this Agreement may be terminated under the following conditions;

a. **For Convenience**

- i. The CITY may, by written notice to the PROFESSIONAL, terminate this Agreement for its convenience and without cause or default on the part of PROFESSIONAL. Upon receipt of the notice of termination, except as explicitly directed by the CITY, the PROFESSIONAL must immediately discontinue all services affected.
- ii. Upon termination of the Agreement, the PROFESSIONAL must deliver to the CITY all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the PROFESSIONAL under this contract, whether complete or partially complete.
- iii. CITY agrees to make just and equitable compensation to the PROFESSIONAL for satisfactory work completed up through the date the PROFESSIONAL receives the termination notice. Compensation will not include anticipated profit on non-performed services.
- iv. CITY further agrees to hold PROFESSIONAL harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

b. **Termination for Default**

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the

Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

i. **Termination by Owner:** The CITY may terminate this Agreement in whole or in part, for the failure of the PROFESSIONAL to:

1. Perform the services within the time specified in this contract or by CITY approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project;
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the PROFESSIONAL must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the PROFESSIONAL must deliver to the CITY all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials

prepared by the PROFESSIONAL under this contract, whether complete or partially complete.

CITY agrees to make just and equitable compensation to the PROFESSIONAL for satisfactory work completed up through the date the PROFESSIONAL receives the termination notice. Compensation will not include anticipated profit on non-performed services.

CITY further agrees to hold PROFESSIONAL harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the CITY determines the PROFESSIONAL was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the CITY issued the termination for the convenience of the CITY.

- ii. **Termination by Professional:** The PROFESSIONAL may terminate this Agreement in whole or in part, if the CITY:
 - 1. Defaults on its obligations under this Agreement;
 - 2. Fails to make payment to the PROFESSIONAL in accordance with the terms of this Agreement;
 - 3. Suspends the Project for more than one-hundred eighty (180) days due to reasons beyond the control of the PROFESSIONAL.

Upon receipt of a notice of termination from the PROFESSIONAL, CITY agrees to cooperate with PROFESSIONAL for the purpose of terminating the agreement or portion thereof, by mutual consent. If CITY and PROFESSIONAL cannot reach mutual agreement on the termination settlement, the PROFESSIONAL may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the CITY's breach of the contract.

In the event of termination due to CITY breach, the PROFESSIONAL is entitled to invoice CITY and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the PROFESSIONAL through the effective date of termination action. Owner agrees to hold PROFESSIONAL harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

10. INSURANCE

The PROFESSIONAL will maintain throughout this Agreement the following insurance:

- c. The original of each such policy of insurance, or a complete duplicate, shall be delivered to CITY by PROFESSIONAL prior to starting work, together with evidence that the premiums have been paid.

- d. All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least "A."
- e. The PROFESSIONAL shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractors work.
- f. 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.
- g. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the PROFESSIONAL'S interests or liabilities, but are merely required minimums.
- h. All liability insurance, except professional liability, shall be written on an occurrence basis.
- i. The PROFESSIONAL waives its right of recovery against the CITY to the extent permitted by its insurance policies.
- j. Insurance required of the PROFESSIONAL, or any other insurance of the PROFESSIONAL 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.
- k. Except for workers' compensation and professional liability, the PROFESSIONAL'S insurance policies shall be endorsed to name the CITY OF LEESBURG as additional insured to the extent of the agreement, contract or lease.
- l. The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows:

City of Leesburg

Attention: Mike Thornton, Purchasing Manager

P.O. Box 490630, Leesburg, Florida 34749-0630

- m. The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
- n. The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.
- o. The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.
- p. The PROFESSIONAL, 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 PROFESSIONAL'S liability coverage(s).

11. INDIVIDUAL LIABILITY

PURSUANT TO SECTION 558.0035, FLORIDA
STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT
OF PROFESSIONAL MAY NOT BE HELD
INDIVIDUALLY LIABLE FOR NEGLIGENCE.

12. INDEMNIFICATION

The PROFESSIONAL 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 PROFESSIONAL and persons employed or utilized by the PROFESSIONAL in the performance of this Agreement. The liability of

the PROFESSIONAL shall, however, be limited to one million and 00/100 dollars (\$1,000,000.00) per occurrence, the PROFESSIONAL shall not be obligated to indemnify the CITY against losses arising from the negligence, or willful, wanton, or intentional misconduct of the CITY, its officers, agents and employees.

13. CODES, LAWS, AND REGULATIONS

PROFESSIONAL will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.

14. PERMITS, LICENSES, AND FEES

PROFESSIONAL will obtain and pay for all permits and licenses required by law that are associated with the PROFESSIONAL'S performance of the Scope of Services.

15. ACCESS TO RECORDS

PROFESSIONAL will maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. Said records will be available for examination by the CITY during PROFESSIONAL'S normal business hours.

Additionally, PROFESSIONAL must maintain an acceptable cost accounting system. The PROFESSIONAL agrees to provide the CITY or any of their duly authorized representatives, access to any books, documents, papers, and records of the PROFESSIONAL which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The PROFESSIONAL agrees to maintain all books, records and reports required under this contract for a period of not less than five (5) years after final payment is made and all pending matters are closed.

16. PUBLIC RECORDS RETENTION

PROFESSIONAL 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 PROFESSIONAL herein. PROFESSIONAL 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. PROFESSIONAL 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. PROFESSIONAL shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the PROFESSIONAL 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 PROFESSIONAL in a format that is compatible with the information technology systems of the CITY.

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

17. CONTINGENT FEES PROHIBITED

The PROFESSIONAL warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the PROFESSIONAL, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the PROFESSIONAL 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.

18. 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 PROFESSIONAL (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 PROFESSIONAL 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 PROFESSIONAL.

19. INDEPENDENT CONTRACTOR

The PROFESSIONAL agrees that it 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 PROFESSIONAL. PROFESSIONAL will be responsible for paying its own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. The PROFESSIONAL

shall be solely and entirely responsible for his or her acts during the performance of this Agreement.

20. 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.

21. NO THIRD-PARTY BENEFICIARIES

This Agreement gives no rights or benefits to anyone other than the PROFESSIONAL and the CITY.

22. JURISDICTION

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

23. CONTACT PERSON

The primary contact person under this Agreement for the PROFESSIONAL shall be Ken Fraser, PE – Contract Manager (email: kfraser@jonesedmunds.com). The primary contact person under this Agreement for the CITY shall be Cliff Kelsey, Public Works Director (email: cliff.kelsey@leesburgflorida.gov).

24. NOTICES

The primary contact person under this Agreement for each party is listed here. Contact person and information may be updated as needed by written, electronic

mail is acceptable, communication to the other party. Notifying party shall receive confirmation the other party has received the change to the Contact Person.

To the PROFESSIONAL:

Jones Edmunds & Associates, Inc.

Attn: Ken Fraser, PE

Contract Manager

730 NE Waldo Road

Gainesville, FL 32641

Email: kfraser@jonesedmunds.com

352-377-5821

To the CITY:

City of Leesburg

Attn: Mike Thornton, CPPO – Purchasing Manager

501 W. Meadow Street

Leesburg, FL 34748

Email: mike.thornton@leesburgflorida.gov

352-728-9880

25. APPROVAL OF PERSONNEL

Key Personnel: The City reserves the right to discontinue (terminate) when key personnel identified in the PROFESSIONAL's response to the original Request for Qualifications are not available. The CITY reserves the right to approve the contact person and the persons actually performing the services on behalf of PROFESSIONAL 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 PROFESSIONAL pursuant to this Agreement, CITY may require PROFESSIONAL assign a different person or persons be designated to be the contact person or to perform the PROFESSIONAL services hereunder.

26. 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

27. SUBCONTRACTORS

The CITY reserves the right to approve all subcontractors for tasks performed under this Agreement. Responsibility for the performance of the contract remains with the PROFESSIONAL exclusively. Subcontractors may be added to this contract during the contract period only with prior written permission from the CITY

28. DISCLOSURE OF CONFLICT

The PROFESSIONAL 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 PROFESSIONAL and his duties under this Agreement.

29. **COUNTERPARTS**

This Agreement may be executed in multiple counterparts, each of which may be considered an original, but all of which together shall constitute but one and the same instrument. This Agreement when signed by a party may be delivered by electronic mail or facsimile transmission with the same force and effect as if the same were an executed and delivered original, manually-signed counterpart.

30. **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]

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

JONES EDMUNDS & ASSOCIATES, INC.

Title

THE CITY OF LEESBURG, FLORIDA

Mike Pederson, Mayor

ATTEST:

J. Andi Purvis, City Clerk

Approved as to form and content:

William Watson, City Attorney

ATTACHMENT 'A'
COMPENSATION / HOURLY RATES

Position Description	Base Period Through Sept. 30, 2023	Period 2 10/1/2023 to 9/30/2024 Base + 4%	Period 3 10/1/2024 to 9/30/2025 Period 2 + 4%
GROUP: ENGINEERING / SCIENCE			
Project Officer	\$275.00	\$286.00	\$297.44
Senior Project Manager	\$240.00	\$249.60	\$259.58
Project Manager	\$210.00	\$218.40	\$227.14
Senior Engineer	\$250.00	\$260.00	\$270.40
Senior Scientist	\$175.00	\$182.00	\$189.28
Project Engineer	\$200.00	\$208.00	\$216.32
Project Scientist	\$155.00	\$161.20	\$167.65
Engineer	\$145.00	\$150.80	\$156.83
Engineer Intern or Associate Scientist	\$125.00	\$130.00	\$135.20
GROUP: CADD			
Designer	\$135.00	\$140.40	\$146.02
GROUP: GIS			
Systems Analyst	\$205.00	\$213.20	\$221.73
Senior GIS Analyst or Senior GIS Programmer	\$150.00	\$156.00	\$162.24
GIS Analyst or Programmer	\$120.00	\$124.80	\$129.79
Database Administrator	\$170.00	\$176.80	\$183.87

ATTACHMENT 'A'
COMPENSATION / HOURLY RATES

Position Description	Base Period Through Sept. 30, 2023	Period 2 10/1/2023 to 9/30/2024 Base + 4%	Period 3 10/1/2024 to 9/30/2025 Period 2 + 4%
GROUP: ENVIRONMENTAL			
Environmental Data Analyst	\$95.00	\$98.80	\$102.75
Field Technician Environmental	\$110.00	\$114.40	\$118.98
GROUP: CONSTRUCTION			
Construction Administrator	\$175.00	\$182.00	\$189.28
Senior Field Representative Construction	\$125.00	\$130.00	\$135.20
Construction Project Coordinator	\$95.00	\$98.80	\$102.75
GROUP: ADMINISTRATIVE			
Senior Administrative Assistant	\$100.00	\$104.00	\$108.16
Senior Technical Editor	\$145.00	\$150.80	\$156.83

ATTACHMENT 'B'

Potential Scope of Services

It is the City's intent to move forward with various improvement projects, the City intends the Scope of Services provided to include services for the following disciplines, but not be limited to, the following disciplines:

a. Water Utility

The City anticipates the need for professional engineering services for the following items during the term of any resulting agreement.

- i. Potable water well design and studies which may include, but not be limited to, the following:
 - a. Field Survey and Data Collection
 - b. Well construction, repair and decommissioning Preliminary and Final Design
 - c. Technical Reports
 - d. Plans Preparation
 - e. Bid Document Development
 - f. Regulatory Permitting
 - g. Geotechnical Support
 - h. Grant Funding Assistance
 - i. Hydrologic and Hydraulic Analysis
 - j. Construction Management Support
 - k. Master Planning and Asset Management Support
- ii. Water treatment system component design and studies which may include, but not be limited to, the following:
 - a. Field Survey and Data Collection
 - b. Design of water treatment system components including pumps, chlorinators, storage tanks, control systems, filters and generators
 - c. Technical Reports
 - d. Public Information Services
 - e. Plans Preparation
 - f. Bid Document Development
 - g. Regulatory Permitting

ATTACHMENT 'B'

Potential Scope of Services

- h. Geotechnical Support
 - i. Grant Funding Assistance
 - j. Hydrologic and Hydraulic Analysis
 - k. Construction Management Support
 - l. Master Planning and Asset Management Support
- iii. Water distribution system design and studies which may include, but not be limited to, the following:
- a. Field Survey and Data Collection
 - b. Water distribution system Preliminary and Final Design
 - c. Technical Reports
 - d. Public Information Services
 - e. Plans Preparation
 - f. Bid Document Development
 - g. Regulatory Permitting
 - h. Geotechnical Support
 - i. Grant Funding Assistance
 - j. Hydrologic and Hydraulic Analysis
 - k. Construction Management Support
 - l. Master Planning and Asset Management Support
- iv. Potable Water Consumptive Use Permit analysis, modification, renewal and studies which may include, but not be limited to, the following:
- a. Field Survey and Data Collection
 - b. Technical Reports including audits
 - c. Public Information Services
 - d. Permit application, renewal and modification preparation
 - e. Geotechnical Support
 - f. Grant Funding Assistance
 - g. Hydrologic and Hydraulic Analysis

b. Wastewater Utility

The City anticipates the need for professional engineering services for the

ATTACHMENT 'B'

Potential Scope of Services

following items during the term of any resulting agreement.

- i. Wastewater treatment system design and studies which may include, but not be limited to, the following:
 - a. Field Survey and Data Collection
 - b. Design of water treatment system components including head works, pumps, aerators, digesters, disinfection systems, storage tanks, control systems, filters and generators
 - c. Technical Reports
 - d. Public Information Services
 - e. Plans Preparation
 - f. Bid Document Development
 - g. Regulatory Permitting
 - h. Geotechnical Support
 - i. Grant Funding Assistance
 - j. Hydrologic and Hydraulic Analysis
 - k. Construction Management Support
 - l. Master Planning and Asset Management Support
- ii. Wastewater collection system design and studies which may include, but not be limited to, the following:
 - a. Field Survey and Data Collection
 - b. Design of wastewater collection system components including lift stations, manholes, gravity mains, force mains, odor control systems, control systems, and generators
 - c. Technical Reports
 - d. Public Information Services
 - e. Plans Preparation
 - f. Bid Document Development
 - g. Regulatory Permitting
 - h. Geotechnical Support

ATTACHMENT 'B'

Potential Scope of Services

- i. Grant Funding Assistance
- j. Hydrologic and Hydraulic Analysis
- k. Construction Management Support
- l. Master Planning and Asset Management
- iii. Reuse system design and studies which may include, but not be limited to, the following:
 - m. Field Survey and Data Collection
 - n. Design of reuse system components including storage tanks, ponds, infiltration basins, mains, pumps, valves and control systems
 - o. Technical Reports
 - p. Plans Preparation
 - q. Bid Document Development
 - r. Regulatory Permitting
 - s. Geotechnical Support
 - t. Grant Funding Assistance
 - u. Hydrologic and Hydraulic Analysis
 - v. Construction Management Support
 - w. Master Planning and Asset Management
- iv. Wastewater permit analysis, modification, renewal and studies which may include, but not be limited to, the following:
 - x. Field Survey and Data Collection
 - y. Technical Reports including audits
 - z. Public Information Services
 - aa. Permit application, renewal and modification preparation
 - bb. Geotechnical Support
 - cc. Grant Funding Assistance
 - dd. Hydrologic and Hydraulic Analysis

c. Storm Water

ATTACHMENT 'B'

Potential Scope of Services

The City anticipates the need for professional engineering services for the following items during the term of any resulting agreement.

- i. Stormwater Design and Studies which may include, but not be limited to, the following:
 - a. Field Survey and Data Collection
 - b. Stormwater Preliminary and Final Design
 - c. Technical Reports
 - d. Public Information Services
 - e. Plans Preparation
 - f. Bid Document Development
 - g. Regulatory Permitting
 - h. Geotechnical Support
 - i. Grant Funding Assistance
 - j. Hydrologic and Hydraulic Analysis
 - k. Construction Management Support
 - l. Master Planning and Asset Management
 - m. Other Stormwater Related Services As Needed
- ii. NPDES Program Implementation Support. Required services may include, but not be limited to, the following:
 - a. Annual Report Assistance
 - b. Stormwater Pollution Prevention Plan Review
 - c. Permit Tracking
 - d. Site Inspections
 - e. Public Education/Participation Assistance
 - f. Staff Training
- iii. Total Maximum Daily Load (TMDL) Support Services necessary to comply with the Florida Department of Environmental Protection (FDEP) TMDL Program. Required services may include, but not be limited to, the following:
 - a. Stakeholder Coordination and Support

ATTACHMENT 'B'

Potential Scope of Services

- b. Water Quality and Biological Assessments
- c. Nutrient Balance
- d. BMP Optimization
- e. Lake Diagnostics
- f. Lake Sediment Characterization
- g. Sediment Removal Feasibility and Design
- h. Water Quality Monitoring Pollutant Loading Calculations
- iv. Floodplain Management Services. Required services may include, but not be limited to, the following:
 - a. Floodplain Delineation Letter of Map Revision (LOMR) Review
 - b. GIS Support
 - c. Undetermined A Zone Elevation Establishment
 - d. Surveying Services

d. Other Services - Professional may be requested to complete services for any other project not specifically listed here but required by the City's Public Works Utility operations.

[END OF ATTACHMENT 'B']

ATTACHMENT 'C'
Federal Contract Provisions

The following contract provisions would be applicable to any Task Order where the CITY is using funds from a Federal Grant Award or funds from a pass-through Federal Grant.

ACCESS TO RECORDS AND REPORTS

PROFESSIONAL must maintain an acceptable cost accounting system. PROFESSIONAL agrees to provide the sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of PROFESSIONAL which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. PROFESSIONAL agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

ENERGY CONSERVATION REQUIREMENTS

PROFESSIONAL and their Subcontractor(s) agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq.*).

COPELAND "ANTI-KICKBACK" ACT

PROFESSIONAL must comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145), as supplemented by Department of Labor regulation 29 CFR part 3. PROFESSIONAL and their subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The PROFESSIONAL and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

DAVIS-BACON REQUIREMENTS

Not Applicable

ATTACHMENT 'C'
Federal Contract Provisions

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, PROFESSIONAL agrees as follows:

(1) PROFESSIONAL will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. PROFESSIONAL will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identify or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. PROFESSIONAL agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) PROFESSIONAL will, in all solicitations or advertisements for employees placed by or on behalf of PROFESSIONAL, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) PROFESSIONAL will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of PROFESSIONAL's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) PROFESSIONAL will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) PROFESSIONAL will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the

ATTACHMENT 'C'
Federal Contract Provisions

Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of PROFESSIONAL's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and PROFESSIONAL may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) PROFESSIONAL will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. PROFESSIONAL will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency PROFESSIONAL may request the United States to enter into such litigation to protect the interests of the United States.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or

ATTACHMENT 'C'
Federal Contract Provisions

permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, PROFESSIONAL and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by PROFESSIONAL or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this clause.

ATTACHMENT 'C'
Federal Contract Provisions

4. Subcontractors.

PROFESSIONAL or their subcontractor(s) shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of PROFESSIONAL or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Customer will provide PROFESSIONAL written notice that describes the nature of the breach and corrective actions the PROFESSIONAL must undertake in order to avoid termination of the contract. Customer reserves the right to withhold payments to PROFESSIONAL until such time PROFESSIONAL corrects the breach or the Customer elects to terminate the contract. The Customer's notice will identify a specific date by which the PROFESSIONAL must correct the breach. Customer may proceed with termination of the contract if the PROFESSIONAL fails to correct the breach by deadline indicated in the Customer's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

CLEAN AIR AND WATER POLLUTION CONTROL

PROFESSIONAL agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387).

ATTACHMENT 'C'
Federal Contract Provisions

PROFESSIONAL agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA).

PROFESSIONAL must include this requirement in all subcontracts that exceeds \$150,000.

[END OF ATTACHMENT 'C']

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
AN AGREEMENT WITH DEWBERRY ENGINEERS, INC. D/B/A DEWBERRY |
HYDRO FOR PROFESSIONAL ENGINEERING SERVICES ON A
CONTINUING BASIS; 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 DEWBERRY ENGINEERS, INC. d/b/a Dewberry | Hyrdro whose address is 202 Lake Miriam Drive, Suite E1, Lakeland, Florida 33813 for professional engineering services on a continuing basis pursuant to Request for Qualifications 220183.

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 13th day of June 2022.

Mayor

ATTEST:

City Clerk

**AGREEMENT FOR PROFESSIONAL SERVICES
ON A CONTINUING BASIS**

THIS AGREEMENT is made as of the 13th day of June in the year 2022, 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 **DEWBERRY ENGINEERS, INC. d/b/a Dewberry | Hydro** whose address is 202 Lake Miriam Drive, Suite E1, Lakeland, Florida 33813 (hereinafter referred to as "PROFESSIONAL").

WHEREAS, the CITY issued Request for Qualifications (RFQ) 220183 to contract with a qualified professional or firm to provide professional engineering services on a continuing basis in accordance with Florida Statute 287.055 – Consultants Competitive Negotiation Act;

WHEREAS, PROFESSIONAL was one of the top three firms following the evaluations;

WITNESSETH:

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

1. CONTRACT DOCUMENTS

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

- a. This Agreement; and
- b. Request for Qualifications (RFQ) 220183 in its entirety; and

- c. PROFESSIONALS response to RFQ 220183 made electronically March 23, 2022 at 3:44:27 PM EST; and
- d. Compensation / Hourly Rates – Included here as Attachment 'A'; and
- e. Potential Scope of Services – Included here as Attachment 'B'; and
- f. Federal Contracting Provisions – Included here as Attachment 'C'.

2. **SERVICES**

The PROFESSIONAL shall perform, when requested, the professional services generally described in **ATTACHMENT 'B' – Potential Scope of Services**. Nothing herein shall limit the CITY'S right to obtain proposals or services from other professionals for similar projects.

3. **PAYMENT**

PROFESSIONAL shall be paid not more than once monthly for work performed on existing Task Orders. All invoices submitted by the PROFESSIONAL shall clearly reference the purchase order issued for the Task Order, the project name and the services performed. Work invoiced must be done in a manner that multiple Task Orders are not listed on the same invoice.

All invoices will be processed and paid in accordance with the State of Florida Local Government Prompt Payment Act, Florida Statute Part VII, Chapter 218.

4. **AUTHORIZED WORK**

When work is ordered by the CITY the PROFESSIONAL shall prepare a Scope of Services for the requested task. CITY shall prepare a Task Order to be executed by both parties.

5. **TASK ORDERS**

All future work will be authorized by use of a Task Order. The PROFESSIONAL will provide a proposal for each project in a format approved by the City. The proposal

will include a detailed Scope of Service as agreed to by the CITY. The proposal will also include a total expected compensation for the Scope of Services. The compensation amount must be supported by a detailed breakdown by task/activity and position. Positions and billable rates must correlate to the Schedule of Hourly Rates included as **ATTACHMENT 'A'**.

The Terms and Conditions of this Agreement are incorporated into all Task Orders. All Task Orders must be executed by the proper authority. Depending on dollar value of the Task Order it will be either the Mayor, with approval of the Commission, or the City Manager.

Task Order(s) executed under this agreement will survive the expiration of the original Agreement and all amendments and will be valid until all services associated with the Task Order(s) are completed.

6. **AUTHORIZED EXPENSES**

The CITY will not be liable for any expenses incurred by the PROFESSIONAL prior to the issuance of a fully executed Task Order.

7. **TERM**

The Initial Term of this Agreement shall be through September 30, 2025 and will commence on the date of approval of the contract by the Leesburg City Commission. If agreeable to both parties the Agreement may be extended for up to an additional THREE (3) years ('Renewal Term(s)'). Any extension shall be made by written amendment properly executed by both parties.

8. **COMPENSATION / HOURLY RATES**

The schedule of hourly rates included in **ATTACHMENT 'A'** shall prevail for the full duration of the Initial Term of the Agreement. PROFESSIONAL may request in writing an increase to the Hourly Rates at least sixty (60) days prior to the expiration of the Initial Term. Such request will be considered by the CITY and if approved incorporated into any amendment to extend the Agreement. PROFESSIONAL shall provide justification for any request to increase the fees listed in **ATTACHMENT 'A'**.

9. **TERMINATION**

All or part of this Agreement may be terminated under the following conditions;

a. **For Convenience**

- i. The CITY may, by written notice to the PROFESSIONAL, terminate this Agreement for its convenience and without cause or default on the part of PROFESSIONAL. Upon receipt of the notice of termination, except as explicitly directed by the CITY, the PROFESSIONAL must immediately discontinue all services affected.
- ii. Upon termination of the Agreement, the PROFESSIONAL must deliver to the CITY all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the PROFESSIONAL under this contract, whether complete or partially complete.
- iii. CITY agrees to make just and equitable compensation to the PROFESSIONAL for satisfactory work completed up through the date the PROFESSIONAL receives the termination notice. Compensation will not include anticipated profit on non-performed services.
- iv. CITY further agrees to hold PROFESSIONAL harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

b. **Termination for Default**

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the

Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

i. **Termination by Owner:** The CITY may terminate this Agreement in whole or in part, for the failure of the PROFESSIONAL to:

1. Perform the services within the time specified in this contract or by CITY approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project;
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the PROFESSIONAL must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the PROFESSIONAL must deliver to the CITY all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials

prepared by the PROFESSIONAL under this contract, whether complete or partially complete.

CITY agrees to make just and equitable compensation to the PROFESSIONAL for satisfactory work completed up through the date the PROFESSIONAL receives the termination notice. Compensation will not include anticipated profit on non-performed services.

CITY further agrees to hold PROFESSIONAL harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the CITY determines the PROFESSIONAL was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the CITY issued the termination for the convenience of the CITY.

- ii. **Termination by Professional:** The PROFESSIONAL may terminate this Agreement in whole or in part, if the CITY:
 - 1. Defaults on its obligations under this Agreement;
 - 2. Fails to make payment to the PROFESSIONAL in accordance with the terms of this Agreement;
 - 3. Suspends the Project for more than one-hundred eighty (180) days due to reasons beyond the control of the PROFESSIONAL.

Upon receipt of a notice of termination from the PROFESSIONAL, CITY agrees to cooperate with PROFESSIONAL for the purpose of terminating the agreement or portion thereof, by mutual consent. If CITY and PROFESSIONAL cannot reach mutual agreement on the termination settlement, the PROFESSIONAL may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the CITY's breach of the contract.

In the event of termination due to CITY breach, the PROFESSIONAL is entitled to invoice CITY and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the PROFESSIONAL through the effective date of termination action. Owner agrees to hold PROFESSIONAL harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

10. INSURANCE

The PROFESSIONAL will maintain throughout this Agreement the following insurance:

- c. The original of each such policy of insurance, or a complete duplicate, shall be delivered to CITY by PROFESSIONAL prior to starting work, together with evidence that the premiums have been paid.

- d. All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least "A."
- e. The PROFESSIONAL shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractors work.
- f. 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.
- g. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the PROFESSIONAL'S interests or liabilities, but are merely required minimums.
- h. All liability insurance, except professional liability, shall be written on an occurrence basis.
- i. The PROFESSIONAL waives its right of recovery against the CITY to the extent permitted by its insurance policies.
- j. Insurance required of the PROFESSIONAL, or any other insurance of the PROFESSIONAL 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.
- k. Except for workers' compensation and professional liability, the PROFESSIONAL'S insurance policies shall be endorsed to name the CITY OF LEESBURG as additional insured to the extent of the agreement, contract or lease.
- l. The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows:

City of Leesburg

Attention: Mike Thornton, Purchasing Manager

P.O. Box 490630, Leesburg, Florida 34749-0630

- m. The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
- n. The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.
- o. The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.
- p. The PROFESSIONAL, 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 PROFESSIONAL'S liability coverage(s).

11. INDIVIDUAL LIABILITY

PURSUANT TO SECTION 558.0035, FLORIDA
STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT
OF PROFESSIONAL MAY NOT BE HELD
INDIVIDUALLY LIABLE FOR NEGLIGENCE.

12. INDEMNIFICATION

The PROFESSIONAL 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 PROFESSIONAL and persons employed or utilized by the PROFESSIONAL in the performance of this Agreement. The liability of

the PROFESSIONAL shall, however, be limited to one million and 00/100 dollars (\$1,000,000.00) per occurrence, the PROFESSIONAL shall not be obligated to indemnify the CITY against losses arising from the negligence, or willful, wanton, or intentional misconduct of the CITY, its officers, agents and employees.

13. CODES, LAWS, AND REGULATIONS

PROFESSIONAL will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.

14. PERMITS, LICENSES, AND FEES

PROFESSIONAL will obtain and pay for all permits and licenses required by law that are associated with the PROFESSIONAL'S performance of the Scope of Services.

15. ACCESS TO RECORDS

PROFESSIONAL will maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. Said records will be available for examination by the CITY during PROFESSIONAL'S normal business hours.

Additionally, PROFESSIONAL must maintain an acceptable cost accounting system. The PROFESSIONAL agrees to provide the CITY or any of their duly authorized representatives, access to any books, documents, papers, and records of the PROFESSIONAL which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The PROFESSIONAL agrees to maintain all books, records and reports required under this contract for a period of not less than five (5) years after final payment is made and all pending matters are closed.

16. PUBLIC RECORDS RETENTION

PROFESSIONAL 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 PROFESSIONAL herein. PROFESSIONAL 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. PROFESSIONAL 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. PROFESSIONAL shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the PROFESSIONAL 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 PROFESSIONAL in a format that is compatible with the information technology systems of the CITY.

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

17. CONTINGENT FEES PROHIBITED

The PROFESSIONAL warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the PROFESSIONAL, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the PROFESSIONAL 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.

18. 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 PROFESSIONAL (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 PROFESSIONAL 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 PROFESSIONAL.

19. INDEPENDENT CONTRACTOR

The PROFESSIONAL agrees that it 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 PROFESSIONAL. PROFESSIONAL will be responsible for paying its own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. The PROFESSIONAL

shall be solely and entirely responsible for his or her acts during the performance of this Agreement.

20. 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.

21. NO THIRD-PARTY BENEFICIARIES

This Agreement gives no rights or benefits to anyone other than the PROFESSIONAL and the CITY.

22. JURISDICTION

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

23. CONTACT PERSON

The primary contact person under this Agreement for the PROFESSIONAL shall be Robert Beltran, Vice President – Business Unit Manager (email: rbeltran@dewberry.com). The primary contact person under this Agreement for the CITY shall be Cliff Kelsey, Public Works Director (email: cliff.kelsey@leesburgflorida.gov).

24. NOTICES

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

To the PROFESSIONAL:

Dewberry | Hydro

Attn: Robert Beltran, PE, BCEE

Vice President, Business Unit Manager

Water Market Segment

202 Lake Miriam Drive, Suite E1

Lakeland, FL 33813-2109

Ph: 863-345-1470

To the CITY:

City of Leesburg

Attn: Mike Thornton, CPPO – Purchasing Manager

501 W. Meadow Street

Leesburg, FL 34748

25. **APPROVAL OF PERSONNEL**

Key Personnel: The City reserves the right to discontinue (terminate) when key personnel identified in the PROFESSIONAL's response to the original Request for Qualifications are not available. The CITY reserves the right to approve the contact person and the persons actually performing the services on behalf of PROFESSIONAL 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 PROFESSIONAL pursuant to this Agreement, CITY may require PROFESSIONAL assign a different person or persons be designated to be the contact person or to perform the PROFESSIONAL services hereunder.

26. 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

27. SUBCONTRACTORS

The CITY reserves the right to approve all subcontractors for tasks performed under this Agreement. Responsibility for the performance of the contract remains with the PROFESSIONAL exclusively. Subcontractors may be added to this contract during the contract period only with prior written permission from the CITY

28. DISCLOSURE OF CONFLICT

The PROFESSIONAL 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 PROFESSIONAL and his duties under this Agreement.

29. **COUNTERPARTS**

This Agreement may be executed in multiple counterparts, each of which may be considered an original, but all of which together shall constitute but one and the same instrument. This Agreement when signed by a party may be delivered by electronic mail or facsimile transmission with the same force and effect as if the same were an executed and delivered original, manually-signed counterpart.

30. **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]

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

DEWBERRY ENGINEERING d/b/a Dewberry | Hydro

Title

THE CITY OF LEESBURG, FLORIDA

Mike Pederson, Mayor

ATTEST:

J. Andi Purvis, City Clerk

Approved as to form and content:

William Watson, City Attorney

ATTACHMENT 'A'
COMPENSATION / HOURLY RATES

Position Description	Base Period Through Sept. 30, 2023	Period 2 10/1/2023 to 9/30/2024 Base +4%	Period 3 10/1/2024 to 9/30/2025 Period 2 + 4%
Admin I	\$53.37	\$55.50	\$57.72
Admin II	\$92.03	\$95.71	\$99.54
CADD Tech I	\$67.47	\$70.17	\$72.98
CADD Tech II	\$85.89	\$89.33	\$92.90
Eng I	\$103.10	\$107.22	\$111.51
Eng II	\$112.56	\$117.06	\$121.74
Eng III	\$135.62	\$141.04	\$146.69
Eng IV	\$138.47	\$144.01	\$149.77
Eng V	\$165.73	\$172.36	\$179.25
Eng VI	\$185.13	\$192.54	\$200.24
Eng VII	\$231.85	\$241.12	\$250.77
Eng VIII	\$253.23	\$263.36	\$273.89
Eng IX	\$272.89	\$283.81	\$295.16
GIS II	\$86.71	\$90.18	\$93.79
GIS III	\$90.78	\$94.41	\$98.19
GIS IV	\$93.76	\$97.51	\$101.41
GIS V	\$128.26	\$133.39	\$138.73
GIS VI	\$147.74	\$153.65	\$159.80
GIS VII	\$246.06	\$255.90	\$266.14
Prof I	\$83.43	\$86.77	\$90.24
Prof II	\$97.55	\$101.45	\$105.51
Prof III	\$120.40	\$125.22	\$130.22
Prof IV	\$138.99	\$144.55	\$150.33
Prof V	\$151.54	\$157.60	\$163.91
Prof VI	\$165.27	\$171.88	\$178.76
Prof VII	\$201.01	\$209.05	\$217.41
Prof VIII	\$226.72	\$235.79	\$245.22
Principal	\$298.50	\$310.44	\$322.86

ATTACHMENT 'B'

Potential Scope of Services

It is the City's intent to move forward with various improvement projects, the City intends the Scope of Services provided to include services for the following disciplines, but not be limited to, the following disciplines:

a. Water Utility

The City anticipates the need for professional engineering services for the following items during the term of any resulting agreement.

- i. Potable water well design and studies which may include, but not be limited to, the following:
 - a. Field Survey and Data Collection
 - b. Well construction, repair and decommissioning Preliminary and Final Design
 - c. Technical Reports
 - d. Plans Preparation
 - e. Bid Document Development
 - f. Regulatory Permitting
 - g. Geotechnical Support
 - h. Grant Funding Assistance
 - i. Hydrologic and Hydraulic Analysis
 - j. Construction Management Support
 - k. Master Planning and Asset Management Support
- ii. Water treatment system component design and studies which may include, but not be limited to, the following:
 - a. Field Survey and Data Collection
 - b. Design of water treatment system components including pumps, chlorinators, storage tanks, control systems, filters and generators
 - c. Technical Reports
 - d. Public Information Services
 - e. Plans Preparation
 - f. Bid Document Development
 - g. Regulatory Permitting

ATTACHMENT 'B'

Potential Scope of Services

- h. Geotechnical Support
 - i. Grant Funding Assistance
 - j. Hydrologic and Hydraulic Analysis
 - k. Construction Management Support
 - l. Master Planning and Asset Management Support
- iii. Water distribution system design and studies which may include, but not be limited to, the following:
 - a. Field Survey and Data Collection
 - b. Water distribution system Preliminary and Final Design
 - c. Technical Reports
 - d. Public Information Services
 - e. Plans Preparation
 - f. Bid Document Development
 - g. Regulatory Permitting
 - h. Geotechnical Support
 - i. Grant Funding Assistance
 - j. Hydrologic and Hydraulic Analysis
 - k. Construction Management Support
 - l. Master Planning and Asset Management Support
- iv. Potable Water Consumptive Use Permit analysis, modification, renewal and studies which may include, but not be limited to, the following:
 - a. Field Survey and Data Collection
 - b. Technical Reports including audits
 - c. Public Information Services
 - d. Permit application, renewal and modification preparation
 - e. Geotechnical Support
 - f. Grant Funding Assistance
 - g. Hydrologic and Hydraulic Analysis

b. Wastewater Utility

The City anticipates the need for professional engineering services for the

ATTACHMENT 'B'

Potential Scope of Services

following items during the term of any resulting agreement.

- i. Wastewater treatment system design and studies which may include, but not be limited to, the following:
 - a. Field Survey and Data Collection
 - b. Design of water treatment system components including head works, pumps, aerators, digesters, disinfection systems, storage tanks, control systems, filters and generators
 - c. Technical Reports
 - d. Public Information Services
 - e. Plans Preparation
 - f. Bid Document Development
 - g. Regulatory Permitting
 - h. Geotechnical Support
 - i. Grant Funding Assistance
 - j. Hydrologic and Hydraulic Analysis
 - k. Construction Management Support
 - l. Master Planning and Asset Management Support
- ii. Wastewater collection system design and studies which may include, but not be limited to, the following:
 - a. Field Survey and Data Collection
 - b. Design of wastewater collection system components including lift stations, manholes, gravity mains, force mains, odor control systems, control systems, and generators
 - c. Technical Reports
 - d. Public Information Services
 - e. Plans Preparation
 - f. Bid Document Development
 - g. Regulatory Permitting
 - h. Geotechnical Support

ATTACHMENT 'B'

Potential Scope of Services

- i. Grant Funding Assistance
- j. Hydrologic and Hydraulic Analysis
- k. Construction Management Support
- l. Master Planning and Asset Management
- iii. Reuse system design and studies which may include, but not be limited to, the following:
 - m. Field Survey and Data Collection
 - n. Design of reuse system components including storage tanks, ponds, infiltration basins, mains, pumps, valves and control systems
 - o. Technical Reports
 - p. Plans Preparation
 - q. Bid Document Development
 - r. Regulatory Permitting
 - s. Geotechnical Support
 - t. Grant Funding Assistance
 - u. Hydrologic and Hydraulic Analysis
 - v. Construction Management Support
 - w. Master Planning and Asset Management
- iv. Wastewater permit analysis, modification, renewal and studies which may include, but not be limited to, the following:
 - x. Field Survey and Data Collection
 - y. Technical Reports including audits
 - z. Public Information Services
 - aa. Permit application, renewal and modification preparation
 - bb. Geotechnical Support
 - cc. Grant Funding Assistance
 - dd. Hydrologic and Hydraulic Analysis

c. Storm Water

ATTACHMENT 'B'

Potential Scope of Services

The City anticipates the need for professional engineering services for the following items during the term of any resulting agreement.

- i. Stormwater Design and Studies which may include, but not be limited to, the following:
 - a. Field Survey and Data Collection
 - b. Stormwater Preliminary and Final Design
 - c. Technical Reports
 - d. Public Information Services
 - e. Plans Preparation
 - f. Bid Document Development
 - g. Regulatory Permitting
 - h. Geotechnical Support
 - i. Grant Funding Assistance
 - j. Hydrologic and Hydraulic Analysis
 - k. Construction Management Support
 - l. Master Planning and Asset Management
 - m. Other Stormwater Related Services As Needed
- ii. NPDES Program Implementation Support. Required services may include, but not be limited to, the following:
 - a. Annual Report Assistance
 - b. Stormwater Pollution Prevention Plan Review
 - c. Permit Tracking
 - d. Site Inspections
 - e. Public Education/Participation Assistance
 - f. Staff Training
- iii. Total Maximum Daily Load (TMDL) Support Services necessary to comply with the Florida Department of Environmental Protection (FDEP) TMDL Program. Required services may include, but not be limited to, the following:
 - a. Stakeholder Coordination and Support

ATTACHMENT 'B'

Potential Scope of Services

- b. Water Quality and Biological Assessments
- c. Nutrient Balance
- d. BMP Optimization
- e. Lake Diagnostics
- f. Lake Sediment Characterization
- g. Sediment Removal Feasibility and Design
- h. Water Quality Monitoring Pollutant Loading Calculations
- iv. Floodplain Management Services. Required services may include, but not be limited to, the following:
 - a. Floodplain Delineation Letter of Map Revision (LOMR) Review
 - b. GIS Support
 - c. Undetermined A Zone Elevation Establishment
 - d. Surveying Services

d. Other Services - Professional may be requested to complete services for any other project not specifically listed here but required by the City's Public Works Utility operations.

[END OF ATTACHMENT 'B']

ATTACHMENT 'C'
Federal Contract Provisions

The following contract provisions would be applicable to any Task Order where the CITY is using funds from a Federal Grant Award or funds from a pass-through Federal Grant.

ACCESS TO RECORDS AND REPORTS

PROFESSIONAL must maintain an acceptable cost accounting system. PROFESSIONAL agrees to provide the sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of PROFESSIONAL which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. PROFESSIONAL agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

ENERGY CONSERVATION REQUIREMENTS

PROFESSIONAL and their Subcontractor(s) agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq.*).

COPELAND "ANTI-KICKBACK" ACT

PROFESSIONAL must comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145), as supplemented by Department of Labor regulation 29 CFR part 3. PROFESSIONAL and their subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The PROFESSIONAL and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

DAVIS-BACON REQUIREMENTS

Not Applicable

ATTACHMENT 'C'
Federal Contract Provisions

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, PROFESSIONAL agrees as follows:

(1) PROFESSIONAL will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. PROFESSIONAL will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identify or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. PROFESSIONAL agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) PROFESSIONAL will, in all solicitations or advertisements for employees placed by or on behalf of PROFESSIONAL, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) PROFESSIONAL will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of PROFESSIONAL's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) PROFESSIONAL will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) PROFESSIONAL will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the

ATTACHMENT 'C'
Federal Contract Provisions

Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of PROFESSIONAL's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and PROFESSIONAL may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) PROFESSIONAL will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. PROFESSIONAL will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency PROFESSIONAL may request the United States to enter into such litigation to protect the interests of the United States.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or

ATTACHMENT 'C'
Federal Contract Provisions

permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, PROFESSIONAL and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by PROFESSIONAL or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this clause.

ATTACHMENT 'C'
Federal Contract Provisions

4. Subcontractors.

PROFESSIONAL or their subcontractor(s) shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of PROFESSIONAL or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Customer will provide PROFESSIONAL written notice that describes the nature of the breach and corrective actions the PROFESSIONAL must undertake in order to avoid termination of the contract. Customer reserves the right to withhold payments to PROFESSIONAL until such time PROFESSIONAL corrects the breach or the Customer elects to terminate the contract. The Customer's notice will identify a specific date by which the PROFESSIONAL must correct the breach. Customer may proceed with termination of the contract if the PROFESSIONAL fails to correct the breach by deadline indicated in the Customer's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

CLEAN AIR AND WATER POLLUTION CONTROL

PROFESSIONAL agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387).

ATTACHMENT 'C'
Federal Contract Provisions

PROFESSIONAL agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA).

PROFESSIONAL must include this requirement in all subcontracts that exceeds \$150,000.

[END OF ATTACHMENT 'C']

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
AN AGREEMENT WITH HALFF ASSOCIATES, INC. FOR PROFESSIONAL
ENGINEERING SERVICES ON A CONTINUING BASIS; 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 HALFF ASSOCIATES, INC. whose address is 902 North Sinclair Avenue, Tavares, Florida 32778, for professional engineering services on a continuing basis pursuant to Request for Qualifications (RFQ) 220183.

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 13th day of June 2022.

Mayor

ATTEST:

City Clerk

**AGREEMENT FOR PROFESSIONAL SERVICES
ON A CONTINUING BASIS**

THIS AGREEMENT is made as of the 13th day of June in the year 2022, 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 **HALFF ASSOCIATES, INC.** whose address is 902 North Sinclair Avenue, Tavares, FL 32778 (hereinafter referred to as "PROFESSIONAL").

WHEREAS, the CITY issued Request for Qualifications (RFQ) 220183 to contract with a qualified professional or firm to provide professional engineering services on a continuing basis in accordance with Florida Statute 287.055 – Consultants Competitive Negotiation Act;

WHEREAS, PROFESSIONAL was one of the top three firms following the evaluations;

WITNESSETH:

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

1. CONTRACT DOCUMENTS

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

- a. This Agreement; and
- b. Request for Qualifications (RFQ) 220183 in its entirety; and

- c. PROFESSIONALS response to RFQ 220183 made electronically March 24, 2022 at 12:12:00 PM EST; and
- d. Compensation / Hourly Rates – Included here as Attachment 'A'; and
- e. Potential Scope of Services – Included here as Attachment 'B'; and
- f. Federal Contracting Provisions – Included here as Attachment 'C'.

2. **SERVICES**

The PROFESSIONAL shall perform, when requested, the professional services generally described in **ATTACHMENT 'B' – Potential Scope of Services**. Nothing herein shall limit the CITY'S right to obtain proposals or services from other professionals for similar projects.

3. **PAYMENT**

PROFESSIONAL shall be paid not more than once monthly for work performed on existing Task Orders. All invoices submitted by the PROFESSIONAL shall clearly reference the purchase order issued for the Task Order, the project name and the services performed. Work invoiced must be done in a manner that multiple Task Orders are not listed on the same invoice.

All invoices will be processed and paid in accordance with the State of Florida Local Government Prompt Payment Act, Florida Statute Part VII, Chapter 218.

4. **AUTHORIZED WORK**

When work is ordered by the CITY the PROFESSIONAL shall prepare a Scope of Services for the requested task. CITY shall prepare a Task Order to be executed by both parties.

5. **TASK ORDERS**

All future work will be authorized by use of a Task Order. The PROFESSIONAL will provide a proposal for each project in a format approved by the City. The proposal

will include a detailed Scope of Service as agreed to by the CITY. The proposal will also include a total expected compensation for the Scope of Services. The compensation amount must be supported by a detailed breakdown by task/activity and position. Positions and billable rates must correlate to the Schedule of Hourly Rates included as **ATTACHMENT 'A'**.

The Terms and Conditions of this Agreement are incorporated into all Task Orders. All Task Orders must be executed by the proper authority. Depending on dollar value of the Task Order it will be either the Mayor, with approval of the Commission, or the City Manager.

Task Order(s) executed under this agreement will survive the expiration of the original Agreement and all amendments and will be valid until all services associated with the Task Order(s) are completed.

6. **AUTHORIZED EXPENSES**

The CITY will not be liable for any expenses incurred by the PROFESSIONAL prior to the issuance of a fully executed Task Order.

7. **TERM**

The Initial Term of this Agreement shall be through September 30, 2025 and will commence on the date of approval of the contract by the Leesburg City Commission. If agreeable to both parties the Agreement may be extended for up to an additional THREE (3) years ('Renewal Term(s)'). Any extension shall be made by written amendment properly executed by both parties.

8. **COMPENSATION / HOURLY RATES**

The schedule of hourly rates included in **ATTACHMENT 'A'** shall prevail for the full duration of the Initial Term of the Agreement. PROFESSIONAL may request in writing an increase to the Hourly Rates at least sixty (60) days prior to the expiration of the Initial Term. Such request will be considered by the CITY and if approved incorporated into any amendment to extend the Agreement. PROFESSIONAL shall provide justification for any request to increase the fees listed in **ATTACHMENT 'A'**.

9. **TERMINATION**

All or part of this Agreement may be terminated under the following conditions;

a. **For Convenience**

- i. The CITY may, by written notice to the PROFESSIONAL, terminate this Agreement for its convenience and without cause or default on the part of PROFESSIONAL. Upon receipt of the notice of termination, except as explicitly directed by the CITY, the PROFESSIONAL must immediately discontinue all services affected.
- ii. Upon termination of the Agreement, the PROFESSIONAL must deliver to the CITY all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the PROFESSIONAL under this contract, whether complete or partially complete.
- iii. CITY agrees to make just and equitable compensation to the PROFESSIONAL for satisfactory work completed up through the date the PROFESSIONAL receives the termination notice. Compensation will not include anticipated profit on non-performed services.
- iv. CITY further agrees to hold PROFESSIONAL harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

b. **Termination for Default**

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the

Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

i. **Termination by Owner:** The CITY may terminate this Agreement in whole or in part, for the failure of the PROFESSIONAL to:

1. Perform the services within the time specified in this contract or by CITY approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project;
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the PROFESSIONAL must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the PROFESSIONAL must deliver to the CITY all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials

prepared by the PROFESSIONAL under this contract, whether complete or partially complete.

CITY agrees to make just and equitable compensation to the PROFESSIONAL for satisfactory work completed up through the date the PROFESSIONAL receives the termination notice. Compensation will not include anticipated profit on non-performed services.

CITY further agrees to hold PROFESSIONAL harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the CITY determines the PROFESSIONAL was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the CITY issued the termination for the convenience of the CITY.

- ii. **Termination by Professional:** The PROFESSIONAL may terminate this Agreement in whole or in part, if the CITY:
 - 1. Defaults on its obligations under this Agreement;
 - 2. Fails to make payment to the PROFESSIONAL in accordance with the terms of this Agreement;
 - 3. Suspends the Project for more than one-hundred eighty (180) days due to reasons beyond the control of the PROFESSIONAL.

Upon receipt of a notice of termination from the PROFESSIONAL, CITY agrees to cooperate with PROFESSIONAL for the purpose of terminating the agreement or portion thereof, by mutual consent. If CITY and PROFESSIONAL cannot reach mutual agreement on the termination settlement, the PROFESSIONAL may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the CITY's breach of the contract.

In the event of termination due to CITY breach, the PROFESSIONAL is entitled to invoice CITY and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the PROFESSIONAL through the effective date of termination action. Owner agrees to hold PROFESSIONAL harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

10. INSURANCE

The PROFESSIONAL will maintain throughout this Agreement the following insurance:

- c. The original of each such policy of insurance, or a complete duplicate, shall be delivered to CITY by PROFESSIONAL prior to starting work, together with evidence that the premiums have been paid.

- d. All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least "A."
- e. The PROFESSIONAL shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractors work.
- f. 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.
- g. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the PROFESSIONAL'S interests or liabilities, but are merely required minimums.
- h. All liability insurance, except professional liability, shall be written on an occurrence basis.
- i. The PROFESSIONAL waives its right of recovery against the CITY to the extent permitted by its insurance policies.
- j. Insurance required of the PROFESSIONAL, or any other insurance of the PROFESSIONAL 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.
- k. Except for workers' compensation and professional liability, the PROFESSIONAL'S insurance policies shall be endorsed to name the CITY OF LEESBURG as additional insured to the extent of the agreement, contract or lease.
- l. The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows:

City of Leesburg

Attention: Mike Thornton, Purchasing Manager

P.O. Box 490630, Leesburg, Florida 34749-0630

- m. The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
- n. The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.
- o. The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.
- p. The PROFESSIONAL, 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 PROFESSIONAL'S liability coverage(s).

11. INDIVIDUAL LIABILITY

PURSUANT TO SECTION 558.0035, FLORIDA
STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT
OF PROFESSIONAL MAY NOT BE HELD
INDIVIDUALLY LIABLE FOR NEGLIGENCE.

12. INDEMNIFICATION

The PROFESSIONAL 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 PROFESSIONAL and persons employed or utilized by the PROFESSIONAL in the performance of this Agreement. The liability of

the PROFESSIONAL shall, however, be limited to one million and 00/100 dollars (\$1,000,000.00) per occurrence, the PROFESSIONAL shall not be obligated to indemnify the CITY against losses arising from the negligence, or willful, wanton, or intentional misconduct of the CITY, its officers, agents and employees.

13. CODES, LAWS, AND REGULATIONS

PROFESSIONAL will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.

14. PERMITS, LICENSES, AND FEES

PROFESSIONAL will obtain and pay for all permits and licenses required by law that are associated with the PROFESSIONAL'S performance of the Scope of Services.

15. ACCESS TO RECORDS

PROFESSIONAL will maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. Said records will be available for examination by the CITY during PROFESSIONAL'S normal business hours.

Additionally, PROFESSIONAL must maintain an acceptable cost accounting system. The PROFESSIONAL agrees to provide the CITY or any of their duly authorized representatives, access to any books, documents, papers, and records of the PROFESSIONAL which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The PROFESSIONAL agrees to maintain all books, records and reports required under this contract for a period of not less than five (5) years after final payment is made and all pending matters are closed.

16. PUBLIC RECORDS RETENTION

PROFESSIONAL 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 PROFESSIONAL herein. PROFESSIONAL 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. PROFESSIONAL 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. PROFESSIONAL shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the PROFESSIONAL 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 PROFESSIONAL in a format that is compatible with the information technology systems of the CITY.

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

17. CONTINGENT FEES PROHIBITED

The PROFESSIONAL warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the PROFESSIONAL, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the PROFESSIONAL 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.

18. 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 PROFESSIONAL (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 PROFESSIONAL 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 PROFESSIONAL.

19. INDEPENDENT CONTRACTOR

The PROFESSIONAL agrees that it 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 PROFESSIONAL. PROFESSIONAL will be responsible for paying its own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. The PROFESSIONAL

shall be solely and entirely responsible for his or her acts during the performance of this Agreement.

20. 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.

21. NO THIRD-PARTY BENEFICIARIES

This Agreement gives no rights or benefits to anyone other than the PROFESSIONAL and the CITY.

22. JURISDICTION

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

23. CONTACT PERSON

The primary contact person under this Agreement for the PROFESSIONAL shall be Michael Scullion, PE, BCEE – Project Manager (email: mscullion@halff.com). The primary contact person under this Agreement for the CITY shall be Cliff Kelsey, Public Works Director (email: cliff.kelsey@leesburgflorida.gov).

24. NOTICES

The primary contact person under this Agreement for each party is listed here. Contact person and information may be updated as needed by written, electronic

mail is acceptable, communication to the other party. Notifying party shall receive confirmation the other party has received the change to the Contact Person.

To the PROFESSIONAL:

Halff Associates, Inc.

Attn: Michael Scullion, PE, BCEE

Project Manager

902 North Sinclair Ave.

Tavares, FL 32778

Email: mscullion@halff.com

352-343-8480

To the CITY:

City of Leesburg

Attn: Mike Thornton, CPPO – Purchasing Manager

501 W. Meadow Street

Leesburg, FL 34748

25. APPROVAL OF PERSONNEL

Key Personnel: The City reserves the right to discontinue (terminate) when key personnel identified in the PROFESSIONAL's response to the original Request for Qualifications are not available. The CITY reserves the right to approve the contact person and the persons actually performing the services on behalf of PROFESSIONAL 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 PROFESSIONAL pursuant to this Agreement, CITY may require PROFESSIONAL

assign a different person or persons be designated to be the contact person or to perform the PROFESSIONAL services hereunder.

26. 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

27. SUBCONTRACTORS

The CITY reserves the right to approve all subcontractors for tasks performed under this Agreement. Responsibility for the performance of the contract remains with the PROFESSIONAL exclusively. Subcontractors may be added to this contract during the contract period only with prior written permission from the CITY

28. DISCLOSURE OF CONFLICT

The PROFESSIONAL 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 PROFESSIONAL and his duties under this Agreement.

29. **COUNTERPARTS**

This Agreement may be executed in multiple counterparts, each of which may be considered an original, but all of which together shall constitute but one and the same instrument. This Agreement when signed by a party may be delivered by electronic mail or facsimile transmission with the same force and effect as if the same were an executed and delivered original, manually-signed counterpart.

30. **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]

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

HALFF ASSOCIATES, INC.

Title

THE CITY OF LEESBURG, FLORIDA

Mike Pederson, Mayor

ATTEST:

J. Andi Purvis, City Clerk

Approved as to form and content:

William Watson, City Attorney

ATTACHMENT 'A'
COMPENSATION / HOURLY RATES

Position Description	Base Period Through Sept. 30, 2023	Period 2 10/1/2023 to 9/30/2024 Base + 4%	Period 3 10/1/2024 to 9/30/2025 Period 2 + 4%
Engineer I	\$ 98.19	\$ 102.12	\$ 106.20
Engineer II	\$ 114.66	\$ 119.25	\$ 124.02
Engineer III	\$ 153.66	\$ 159.81	\$ 166.20
Engineer IV	\$ 206.49	\$ 214.75	\$ 223.34
Engineer V	\$ 269.73	\$ 280.52	\$ 291.74
Field Tech I	\$ 57.75	\$ 60.06	\$ 62.46
Field Tech II	\$ 72.00	\$ 74.88	\$ 77.88
Field Tech III	\$ 86.49	\$ 89.95	\$ 93.55
LA/Planner III	\$ 131.10	\$ 136.34	\$ 141.80
LA/Planner IV	\$ 173.07	\$ 179.99	\$ 187.19
LA/Planner V	\$ 247.59	\$ 257.49	\$ 267.79
Office Tech I	\$ 66.75	\$ 69.42	\$ 72.20
Office Tech II	\$ 75.75	\$ 78.78	\$ 81.93
Office Tech III	\$ 97.14	\$ 101.03	\$ 105.07
Office Tech IV	\$ 126.66	\$ 131.73	\$ 137.00
Office Tech V	\$ 197.37	\$ 205.26	\$ 213.48
Scientist I	\$ 75.00	\$ 78.00	\$ 81.12
Scientist III	\$ 128.37	\$ 133.50	\$ 138.84
Scientist IV	\$ 180.30	\$ 187.51	\$ 195.01
Specialist I	\$ 86.55	\$ 90.01	\$ 93.61
Specialist II	\$ 98.13	\$ 102.06	\$ 106.14
Specialist V	\$ 230.76	\$ 239.99	\$ 249.59
Surveyor II	\$ 99.00	\$ 102.96	\$ 107.08
Surveyor IV	\$ 175.95	\$ 182.99	\$ 190.31

ATTACHMENT 'B'

Potential Scope of Services

It is the City's intent to move forward with various improvement projects, the City intends the Scope of Services provided to include services for the following disciplines, but not be limited to, the following disciplines:

a. Water Utility

The City anticipates the need for professional engineering services for the following items during the term of any resulting agreement.

- i. Potable water well design and studies which may include, but not be limited to, the following:
 - a. Field Survey and Data Collection
 - b. Well construction, repair and decommissioning Preliminary and Final Design
 - c. Technical Reports
 - d. Plans Preparation
 - e. Bid Document Development
 - f. Regulatory Permitting
 - g. Geotechnical Support
 - h. Grant Funding Assistance
 - i. Hydrologic and Hydraulic Analysis
 - j. Construction Management Support
 - k. Master Planning and Asset Management Support
- ii. Water treatment system component design and studies which may include, but not be limited to, the following:
 - a. Field Survey and Data Collection
 - b. Design of water treatment system components including pumps, chlorinators, storage tanks, control systems, filters and generators
 - c. Technical Reports
 - d. Public Information Services
 - e. Plans Preparation
 - f. Bid Document Development
 - g. Regulatory Permitting

ATTACHMENT 'B'

Potential Scope of Services

- h. Geotechnical Support
 - i. Grant Funding Assistance
 - j. Hydrologic and Hydraulic Analysis
 - k. Construction Management Support
 - l. Master Planning and Asset Management Support
- iii. Water distribution system design and studies which may include, but not be limited to, the following:
- a. Field Survey and Data Collection
 - b. Water distribution system Preliminary and Final Design
 - c. Technical Reports
 - d. Public Information Services
 - e. Plans Preparation
 - f. Bid Document Development
 - g. Regulatory Permitting
 - h. Geotechnical Support
 - i. Grant Funding Assistance
 - j. Hydrologic and Hydraulic Analysis
 - k. Construction Management Support
 - l. Master Planning and Asset Management Support
- iv. Potable Water Consumptive Use Permit analysis, modification, renewal and studies which may include, but not be limited to, the following:
- a. Field Survey and Data Collection
 - b. Technical Reports including audits
 - c. Public Information Services
 - d. Permit application, renewal and modification preparation
 - e. Geotechnical Support
 - f. Grant Funding Assistance
 - g. Hydrologic and Hydraulic Analysis

b. Wastewater Utility

The City anticipates the need for professional engineering services for the

ATTACHMENT 'B'

Potential Scope of Services

following items during the term of any resulting agreement.

- i. Wastewater treatment system design and studies which may include, but not be limited to, the following:
 - a. Field Survey and Data Collection
 - b. Design of water treatment system components including head works, pumps, aerators, digesters, disinfection systems, storage tanks, control systems, filters and generators
 - c. Technical Reports
 - d. Public Information Services
 - e. Plans Preparation
 - f. Bid Document Development
 - g. Regulatory Permitting
 - h. Geotechnical Support
 - i. Grant Funding Assistance
 - j. Hydrologic and Hydraulic Analysis
 - k. Construction Management Support
 - l. Master Planning and Asset Management Support
- ii. Wastewater collection system design and studies which may include, but not be limited to, the following:
 - a. Field Survey and Data Collection
 - b. Design of wastewater collection system components including lift stations, manholes, gravity mains, force mains, odor control systems, control systems, and generators
 - c. Technical Reports
 - d. Public Information Services
 - e. Plans Preparation
 - f. Bid Document Development
 - g. Regulatory Permitting
 - h. Geotechnical Support

ATTACHMENT 'B'

Potential Scope of Services

- i. Grant Funding Assistance
- j. Hydrologic and Hydraulic Analysis
- k. Construction Management Support
- l. Master Planning and Asset Management
- iii. Reuse system design and studies which may include, but not be limited to, the following:
 - m. Field Survey and Data Collection
 - n. Design of reuse system components including storage tanks, ponds, infiltration basins, mains, pumps, valves and control systems
 - o. Technical Reports
 - p. Plans Preparation
 - q. Bid Document Development
 - r. Regulatory Permitting
 - s. Geotechnical Support
 - t. Grant Funding Assistance
 - u. Hydrologic and Hydraulic Analysis
 - v. Construction Management Support
 - w. Master Planning and Asset Management
- iv. Wastewater permit analysis, modification, renewal and studies which may include, but not be limited to, the following:
 - x. Field Survey and Data Collection
 - y. Technical Reports including audits
 - z. Public Information Services
 - aa. Permit application, renewal and modification preparation
 - bb. Geotechnical Support
 - cc. Grant Funding Assistance
 - dd. Hydrologic and Hydraulic Analysis

c. Storm Water

ATTACHMENT 'B'

Potential Scope of Services

The City anticipates the need for professional engineering services for the following items during the term of any resulting agreement.

- i. Stormwater Design and Studies which may include, but not be limited to, the following:
 - a. Field Survey and Data Collection
 - b. Stormwater Preliminary and Final Design
 - c. Technical Reports
 - d. Public Information Services
 - e. Plans Preparation
 - f. Bid Document Development
 - g. Regulatory Permitting
 - h. Geotechnical Support
 - i. Grant Funding Assistance
 - j. Hydrologic and Hydraulic Analysis
 - k. Construction Management Support
 - l. Master Planning and Asset Management
 - m. Other Stormwater Related Services As Needed
- ii. NPDES Program Implementation Support. Required services may include, but not be limited to, the following:
 - a. Annual Report Assistance
 - b. Stormwater Pollution Prevention Plan Review
 - c. Permit Tracking
 - d. Site Inspections
 - e. Public Education/Participation Assistance
 - f. Staff Training
- iii. Total Maximum Daily Load (TMDL) Support Services necessary to comply with the Florida Department of Environmental Protection (FDEP) TMDL Program. Required services may include, but not be limited to, the following:
 - a. Stakeholder Coordination and Support

ATTACHMENT 'B'

Potential Scope of Services

- b. Water Quality and Biological Assessments
- c. Nutrient Balance
- d. BMP Optimization
- e. Lake Diagnostics
- f. Lake Sediment Characterization
- g. Sediment Removal Feasibility and Design
- h. Water Quality Monitoring Pollutant Loading Calculations
- iv. Floodplain Management Services. Required services may include, but not be limited to, the following:
 - a. Floodplain Delineation Letter of Map Revision (LOMR) Review
 - b. GIS Support
 - c. Undetermined A Zone Elevation Establishment
 - d. Surveying Services

d. Other Services - Professional may be requested to complete services for any other project not specifically listed here but required by the City's Public Works Utility operations.

[END OF ATTACHMENT 'B']

ATTACHMENT 'C'
Federal Contract Provisions

The following contract provisions would be applicable to any Task Order where the CITY is using funds from a Federal Grant Award or funds from a pass-through Federal Grant.

ACCESS TO RECORDS AND REPORTS

PROFESSIONAL must maintain an acceptable cost accounting system. PROFESSIONAL agrees to provide the sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of PROFESSIONAL which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. PROFESSIONAL agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

ENERGY CONSERVATION REQUIREMENTS

PROFESSIONAL and their Subcontractor(s) agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq.*).

COPELAND "ANTI-KICKBACK" ACT

PROFESSIONAL must comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145), as supplemented by Department of Labor regulation 29 CFR part 3. PROFESSIONAL and their subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The PROFESSIONAL and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

DAVIS-BACON REQUIREMENTS

Not Applicable

ATTACHMENT 'C'
Federal Contract Provisions

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, PROFESSIONAL agrees as follows:

(1) PROFESSIONAL will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. PROFESSIONAL will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identify or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. PROFESSIONAL agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) PROFESSIONAL will, in all solicitations or advertisements for employees placed by or on behalf of PROFESSIONAL, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) PROFESSIONAL will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of PROFESSIONAL's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) PROFESSIONAL will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) PROFESSIONAL will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the

ATTACHMENT 'C'
Federal Contract Provisions

Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of PROFESSIONAL's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and PROFESSIONAL may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) PROFESSIONAL will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. PROFESSIONAL will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency PROFESSIONAL may request the United States to enter into such litigation to protect the interests of the United States.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or

ATTACHMENT 'C'
Federal Contract Provisions

permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, PROFESSIONAL and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by PROFESSIONAL or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this clause.

ATTACHMENT 'C'
Federal Contract Provisions

4. Subcontractors.

PROFESSIONAL or their subcontractor(s) shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of PROFESSIONAL or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Customer will provide PROFESSIONAL written notice that describes the nature of the breach and corrective actions the PROFESSIONAL must undertake in order to avoid termination of the contract. Customer reserves the right to withhold payments to PROFESSIONAL until such time PROFESSIONAL corrects the breach or the Customer elects to terminate the contract. The Customer's notice will identify a specific date by which the PROFESSIONAL must correct the breach. Customer may proceed with termination of the contract if the PROFESSIONAL fails to correct the breach by deadline indicated in the Customer's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

CLEAN AIR AND WATER POLLUTION CONTROL

PROFESSIONAL agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387).

ATTACHMENT 'C'
Federal Contract Provisions

PROFESSIONAL agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA).

PROFESSIONAL must include this requirement in all subcontracts that exceeds \$150,000.

[END OF ATTACHMENT 'C']

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.6.

Meeting Date: June 13, 2022

From: Mike Thornton, (Purchasing Manager), Tracey Dean, (Airport Manager)

Subject: Purchase request from the Leesburg International Airport for construction services related to the replacement of a metal roof on an aircraft T-hangar for an amount of \$210,458.65 with Johnson-Laux Construction, LLC using the City's Job Order Contract (JOC) Agreement.

Staff Recommendation:

Staff recommends approval for the purchase request to Johnson-Laux Construction, LLC for the replacement of the roof on the 12 unit T-hangar building located at 32800 Echo Drive for an amount of \$210,458.65.

Analysis:

The project consists of replacing the metal roof system on the 12-Unit T-Hangar located at 32800 Echo Drive, at the Leesburg International Airport. The hangar is a pre-engineered metal building with 24 horizontal sliding doors on rollers, and metal panel roofing. The scope of work also includes replacing support steel on some of the rolling doors as recommended by an engineer that inspected the hangar structure. The contractor will also coat the metal roof structure with a corrosion inhibitor to help prevent the formation of rust. The roof will have a 25-year material warranty on the panels; a 7-year labor warranty on the panels; and 1-year workmanship warranty.

Procurement Analysis:

Staff obtained a proposal from Johnson-Laux Construction, LLC, the City's Gordian ezIQc Construction services contractor. The proposal was developed by Johnson-Laux in accordance with the ezIQc construction task catalog. The Procurement Division directed the Airport Manager to use this method in lieu of a competitive bid. The City did not have good technical specifications or drawings for the project. A proposal from the City's airport engineer of approximately \$40,000 to develop technical specifications was believed to be excessive and more than what was needed to replace the roof. To ensure the project was done properly and carried sufficient warranty use of the Job Order Contracting (JOC) contract with Johnson-Laux is the most cost effective method.

Options:

1. Approve the purchase request to Johnson-Laux, LLC as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The current budget for this project includes \$150,000. A budget adjustment will be necessary to add another \$65,000 to this project. Funds are available in the Airport Cash reserves.

Account No.	048-8099-542.62-10
Project No.	480002
WF No.	WF1383896 / 001
Requisition	53803
Budget	\$150,000.00
Available	-0-

Submission Date and Time:



Work Order Signature Document

EZIQC Contract No.: FL-R5-GC07-111821-JLC

☒

New Work Order



Modify an Existing Work Order

Work Order Number.: 106006.00

Work Order Date: 06/03/2022

Work Order Title: Leesburg - T Hangar Roof Replacement

Owner Name: City of Leesburg

Contractor Name: Johnson-Laux Construction, LLC

Contact: Tracey Dean

Contact: James Powell

Phone: 3525167236

Phone: 407-453-2261

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of EZIQC Contract No FL-R5-GC07-111821-JLC.

Brief Work Order Description:

T Hanger Roof Replacement

Time of Performance

Estimated Start Date:

Estimated Completion Date:

Liquidated Damages

Will apply:



Will not apply:



Work Order Firm Fixed Price: \$210,458.65

Owner Purchase Order Number:

Approvals

NOT USED

Owner

Date

NOT USED

Contractor

Date



Detailed Scope of Work

To: James Powell
Johnson-Laux Construction, LLC
650 Garden Commerce Parkway
Winter Garden, FL 34787
407-453-2261

From: Tracey Dean
City of Leesburg
501 W Meadow St
Leesburg, FL 34748
3525167236

Date Printed: June 03, 2022

Work Order Number: 106006.00

Work Order Title: Leesburg - T Hanger Roof Replacement

Brief Scope: T Hanger Roof Replacement

☐

Preliminary

☐

Revised

☒

Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

See attached detailed scope of work.

Subject to the terms and conditions of JOC Contract **FL-R5-GC07-111821-JLC**.

NOT USED

Contractor

Date

NOT USED

Owner

Date

Contractor's Price Proposal - Summary

Date: June 03, 2022

Re: IQC Master Contract #: FL-R5-GC07-111821-JLC
Work Order #: 106006.00
Owner PO #:
Title: Leesburg - T Hangar Roof Replacement
Contractor: Johnson-Laux Construction, LLC
Proposal Value: \$210,458.65

Section - 01	\$17,804.24
Section - 02	\$1,500.80
Section - 05	\$12,000.98
Section - 07	\$155,399.04
Section - 09	\$23,753.59
Proposal Total	\$210,458.65

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Contractor's Price Proposal - Detail

Date: June 03, 2022

Re: IQC Master Contract #: FL-R5-GC07-111821-JLC
 Work Order #: 106006.00
 Owner PO #:
 Title: Leesburg - T Hangar Roof Replacement
 Contractor: Johnson-Laux Construction, LLC
 Proposal Value: \$210,458.65

Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)		
Section - 01					
1	01 22 16 00 0002		EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.	\$2,557.50
			Installation	Quantity 2,325.00 x Unit Price 1.00 x Factor 1.1000 = Total 2,557.50 bond fee allowance	
2	01 22 16 00 0002		EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.	\$550.00
			Installation	Quantity 500.00 x Unit Price 1.00 x Factor 1.1000 = Total 550.00 permit fee allowance	
3	01 22 23 00 0056		WK	20' Electric, Scissor Platform Lift	\$1,330.39
			Installation	Quantity 3.00 x Unit Price 358.44 x Factor 1.2372 = Total 1,330.39 lift to access purling to apply rust inhibitor	
4	01 22 23 00 0817		WK	350 To 399 Amperes, Diesel Powered Towable Welding Machine	\$419.39
			Installation	Quantity 1.00 x Unit Price 338.98 x Factor 1.2372 = Total 419.39	
5	01 22 23 00 0996		WK	6,000 LB Telescopic Boom, Hi-Reach, Rough Terrain Construction Forklift With Full-Time Operator	\$11,723.01
			Installation	Quantity 3.00 x Unit Price 3,158.48 x Factor 1.2372 = Total 11,723.01 material handling for removing and replacing roof panels	
6	01 71 13 00 0002		EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Rollback Flatbed TruckIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as trenchers, skid-steer loaders (bobcats), industrial warehouse forklifts, sweepers, scissor platform lifts, telescoping and articulating boom man lifts with up to 40' boom lengths, etc.	\$226.37
			Installation	Quantity 1.00 x Unit Price 182.97 x Factor 1.2372 = Total 226.37 mobilizations for scissor lift	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 106006.00

Work Order Title: Leesburg - T Hangar Roof Replacement

Section - 01

7	01 71 13 00 0003	EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' BedIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom man lifts with >40' boom lengths, etc.					\$997.58
			Quantity		Unit Price		Factor	Total
	Installation		1.00	x	806.32	x	1.2372	= 997.58
			equipment mobilization for roofer					

Subtotal for Section - 01

\$17,804.24

Section - 02

8	02 41 19 13 0071	EA	Saw Cut Minimum ChargeFor projects where the total saw cutting charge is less than the minimum charge, use this task exclusively. This task should not be used in conjunction with any other tasks in this section.					\$1,500.80
			Quantity		Unit Price		Factor	Total
	Installation		2.00	x	606.53	x	1.2372	= 1,500.80
			saw cut existing door C channels and corner support C channel / cut through existing metal roof panels and miscellaneous metal shapes					

Subtotal for Section - 02

\$1,500.80

Section - 05

9	05 05 21 00 0018	LF	3/4" Vertical Fillet Weld					\$1,213.94
			Quantity		Unit Price		Factor	Total
	Installation		20.00	x	49.06	x	1.2372	= 1,213.94
			weld in new channels					
10	05 12 23 00 0015	TON	Up To 10 LB/LF Rolled C, MC Steel Channels					\$4,809.76
			Quantity		Unit Price		Factor	Total
	Installation		0.30	x	11,051.15	x	1.2372	= 4,149.60
	Demolition		0.30	x	1,758.13	x	1.2372	= 660.16
			Remove and replace rusted C Channel at the roof edge. 5 "C" x 6.07lbs/ft. x 100'. Channels will come in 20' stock pcs					
11	05 12 23 00 0015	TON	Up To 10 LB/LF Rolled C, MC Steel Channels					\$1,697.28
			Quantity		Unit Price		Factor	Total
	Installation		0.11	x	11,051.15	x	1.2372	= 1,464.32
	Demolition		0.11	x	1,758.13	x	1.2372	= 232.96
			Remove and replace door C channel and rusted C channel at the one edge of the building. 3 "C" X 3.57lbs x 60'					
12	05 12 23 00 0089	TON	Structural Shapes, Steel Angle A36 Structural Steel, Purlins And Girts (Up To 20 LB/LF)					\$3,108.79
			Quantity		Unit Price		Factor	Total
	Installation		0.36	x	5,690.25	x	1.2372	= 2,513.27
	Demolition		0.36	x	1,348.30	x	1.2372	= 595.52
			Remove and replace rusted Z purlins. 2 "Z" x 7.14lbs/ft. x 40'. Channels will come in 20' stock pcs					
13	05 12 23 00 0120	TON	1/4" Plate Weight 11.26 LB/SF Connection And Stiffener Plates					\$1,171.21
			Quantity		Unit Price		Factor	Total
	Installation		0.10	x	9,466.65	x	1.2372	= 1,171.21
			1/4" plate for welding channels together					

Subtotal for Section - 05

\$12,000.98

Contractor's Price Proposal - Detail Continues..

Work Order Number: 106006.00

Work Order Title: Leesburg - T Hangar Roof Replacement

Section - 07

14	07 41 13 00 0007	SF	24 Gauge, Corrugated Or Ribbed, Galvanized Exposed Fastener Metal Roof Panels						\$128,417.65
			Quantity	Unit Price	Factor	=	Total		
		Installation	17,100.00 x	4.82 x	1.2372	=	101,972.50		
		Demolition	17,100.00 x	1.25 x	1.2372	=	26,445.15		
			remove and replace existing PBR panels						
15	07 41 13 00 0012	LF	Ridge Flashing For Galvanized Steel Exposed Fastener Roofing						\$8,085.16
			Quantity	Unit Price	Factor	=	Total		
		Installation	285.00 x	20.92 x	1.2372	=	7,376.43		
		Demolition	285.00 x	2.01 x	1.2372	=	708.73		
			remove and replace ridge flashing						
16	07 41 13 00 0013	LF	Eave Flashing For Galvanized Steel Exposed Fastener Roofing						\$16,070.61
			Quantity	Unit Price	Factor	=	Total		
		Installation	830.00 x	15.65 x	1.2372	=	16,070.61		
			new rake flashing and drip edge						
17	07 92 13 00 0014	CLF	3/4" x 3/4" Joint, Silicone Sealant And Caulking						\$2,519.93
			Quantity	Unit Price	Factor	=	Total		
		Installation	4.00 x	509.20 x	1.2372	=	2,519.93		
			seal PBR panel laps						
18	07 92 13 00 0014 0122		For 1 Part Mildew Resistant, Add						\$305.69
			Quantity	Unit Price	Factor	=	Total		
		Installation	2.00 x	123.54 x	1.2372	=	305.69		

Subtotal for Section - 07

\$155,399.04

Section - 09

19	09 91 23 00 0382	SF	2 Coats Alkyd Enamel, Brush/Roller Work, Paint Interior Miscellaneous Metal Surfaces						\$12,745.83
			Quantity	Unit Price	Factor	=	Total		
		Installation	11,707.00 x	0.88 x	1.2372	=	12,745.83		
			rust inhibitor on T Hangar Z purlins						
20	09 97 13 23 0008	SF	Type 1 Structural Steel SP3 Power Tool Cleaning Surface Preparation						\$11,007.76
			Quantity	Unit Price	Factor	=	Total		
		Installation	11,707.00 x	0.76 x	1.2372	=	11,007.76		
			surface preparation for Z purlins						

Subtotal for Section - 09

\$23,753.59

Proposal Total

\$210,458.65

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Subcontractor Listing

Date: June 03, 2022

Re: IQC Master Contract #: FL-R5-GC07-111821-JLC
Work Order #: 106006.00
Owner PO #:
Title: Leesburg - T Hangar Roof Replacement
Contractor: Johnson-Laux Construction, LLC
Proposal Value: \$210,458.65

Name of Contractor	Duties	Amount	%
No Subcontractors have been selected for this Work Order		\$0.00	0.00

06/03/2022

PROJECT: City of Leesburg: T Hangar Roof Replacement

SUBJ: Scope of Work

Summary Scope:

This project consists of remove and replacing the existing PBR roof, protecting the existing Z purlins with rust inhibitor and miscellaneous C channel repair work at the Leesburg airport located at 32800 Echo Drive Leesburg, FL 34788.

Detailed Scope of Work:

Provide labor, material, and equipment in accordance with the site walks conducted on May 9 and May 17, 2022:

- Remove and replace PBR panels. Sky lights are to be removed and not replaced
 - o 5 roof edge C channels will be removed and replaced
 - o 1 damaged Z purlin are to be replaced
- Provide rust inhibitor on Z purlins only. No topcoat.
- Remove and replace hangar door C channels
- Remove and replace C Channel and base plate at one corner of the building

Clarifications:

- Work to be performed during normal/regular business hours as defined: Monday through Friday, 7:00am to 3:30pm with holidays excluded
- It is the responsibility of the City of Leesburg and the tenants to remove contents from the hangars prior to the commencement of work
- We exclude painting the new drip edge. Drip edge is to be mill finished
- We exclude pressure washing the building
- We exclude any work to the main structural steel
- City of Leesburg to provide adequate water supply
- City of Leesburg to provide access/badging
- Due to current market conditions pricing is subject to change
- Any specialty permitting is not included
- Permit fee included
- Dumpster to be provided by GC
- Certified Payroll / Davis-bacon wages are not included
- Liability insurance included
- Builder's risk insurance not included
- Bond included
- Any engineering, design, or drawings by JLC are excluded
- Certified As-Built not included
- No Liquidated Damages
- Any unforeseen conditions are excluded

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.1.

Meeting Date: June 13, 2022

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 Landlord Consent to Assignment and Assumption of Leases, between the City of Leesburg (Lessor), Progressive Aerodyne, Inc. (Lessee), and TTOTF, LLC D/B/A First Class Aerospace (Assignee), for the Corporate Hangar Unit 1 and Corporate Hangar Unit 2, located at 8855 Airport Boulevard, at the Leesburg International Airport; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the Consent to Assignment of Lease agreements between the City and Progressive Aerodyne, Inc., for corporate hangar units 1 & 2, located at 8855 Airport Boulevard.

Analysis:

Progressive Aerodyne, Inc., whose headquarters are based in Tavares, expanded their operations at Leesburg International Airport, occupying two 60 x 60 corporate hangars. The hangars were utilized for repairs of two models of finished SeaRey S-LSA seaplanes, the Adventure and the Elite.

The rental agreements were approved and commenced on November 1, 2019. The initial term is 5 years, expiring on October 31, 2024, then runs month to month.

Progressive Aerodyne employed one principal technician, who has recently resigned. The CEO of Progressive Aerodyne has expressed concern about workforce shortcomings and will not be filling the vacancy at this time. Consequently, they are no longer in need of the workspaces in the foreseeable future.

Progressive Aerodyne wishes to assign both corporate hangar leases to TTOTF, LLC d/b/a First Class Aerospace, whose address is 8864 Airport Boulevard, Leesburg, FL 34788. First Class Aerospace provides full service luxury aircraft interior upgrades. They are growing fast and have been looking for expansion opportunities at LEE over the past four years. They currently operate out of the Angel Flight hangar under the direction of Steve Purello, President, who is also the Executive Director of Angel Flight Southeast. Due to space constraints, First Class is only able to work on small and mid-sized jet aircraft. They are forced to either turn down work on larger aircraft, or arrange removal and reinstallation of interiors at the client's home airport, resulting in increased overhead related to travel expenses.

First Class Aerospace previously responded to two City advertisements - Request for Offers, for hangars

that came available; however, in both instances the RFO's submitted by First Class were not ranked as the number one option for the airport and leases were negotiated with other entities. During that RFO process, some members of the Airport Advisory Board expressed that the City should look for viable options for existing businesses to expand at LEE. Should the City approve the Consent to Assignment, this provides for that opportunity.

The standard agreement for the corporate hangar units is an initial term of one year, for storage only and does not require Commission approval. The original rental agreements to Progressive Aerodyne were presented to the Airport Advisory Board for recommendation and to City Commission for approval consideration, since they deviated from the standard agreement. The Progressive Aerodyne agreements were revised to a five-year initial term and to allow very specific commercial activity, not in conflict with the Airport Minimum Standards Ordinance. As those rental agreements were approved by Commission, it is appropriate that the Consent to Assignment also be presented in this same manner.

The Airport Advisory Board reviewed the Consent to Assignment at the May 12, 2022 meeting and unanimously recommended approval.

Procurement Analysis:

Options:

1. Approve and execute the Landlord Consent to Assignment and Assumption of Leases; or,
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

None

Submission Date and Time: 6/8/2022 12:14:45 PM

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A LANDLORD CONSENT TO ASSIGNMENT AND ASSUMPTION OF LEASES, BETWEEN THE CITY OF LEESBURG (LESSOR), PROGRESSIVE AERODYNE, INC. (LESSEE), AND TTOTF, LLC D/B/A FIRST CLASS AEROSPACE (ASSIGNEE), FOR THE CORPORATE HANGAR UNIT 1 AND CORPORATE HANGAR UNIT 2, LOCATED AT 8855 AIRPORT BOULEVARD, AT THE LEESBURG INTERNATIONAL AIRPORT; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorized to execute a Landlord Consent to Assignment and Assumption of Leases with Progressive Aerodyne, Inc. and TTOTF, LLC D/B/A First Class Aerospace.

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 13th day of June 2022.

Mayor

ATTEST:

City Clerk

LANDLORD CONSENT TO ASSIGNMENT AND ASSUMPTION OF LEASES

THIS LANDLORD CONSENT TO ASSIGNMENT AND ASSUMPTION OF LEASES ("Consent"), dated as of _____, 2022, is between **CITY OF LEESBURG**, a Florida Municipal corporation ("Landlord" or "Lessor"), **PROGRESSIVE AERODYNE, INC.**, ("Tenant" or "Lessee"), and **TTOTF, LLC D/B/A FIRST CLASS AEROSPACE** ("Assignee").

RECITALS:

A. On October 28, 2019, Landlord and Tenant entered into certain Corporate Block Hangar Rental Agreements (the "Leases"), for the lease of Corporate Hangar Unit 1 and Corporate Hangar Unit 2, located at 8855 Airport Blvd, at the Leesburg International Airport (the "Leased Premises");

B. Paragraph 11 of the Leases provides: "Tenant may not assign this Agreement or sublet any portion of the Hangar, without the prior, written consent of Landlord, which may be granted or withheld by Landlord in its sole and unfettered discretion. Tenant may not assign, hypothecate or pledge Tenant's interests under this Agreement as security for any loan or debt. If Tenant is not a natural person, any transfer of a legal or beneficial interest in Tenant shall constitute an assignment for purposes of this Agreement, including not limited to any consensual transfer and any transfer be devise, intestacy, or otherwise by operation of law;

C. Tenant desires to assign all of its rights, title, and interest in and to the Leases for the Leased Premises to Assignee, whose address is 8864 Airport Blvd, Leesburg, FL 34788, and who shall assume all duties and obligations of Tenant under the Leases. The assignment to the Assignee will not constitute a change in use of the Leased Premises, other than the exclusivity of SEAREY aircraft; and

D. Landlord desires to grant its express consent and permission to Tenant for the assignment of the Leases to Assignee and for Assignee's assumption of Tenant's rights, duties and obligations thereunder.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **Incorporation of Recitals**. The foregoing recitals are true and correct and are expressly incorporated herein by this reference.

2. **Consent to Assignment and Assumption by Assignee**. Pursuant to Paragraph 11 of the Leases, Landlord hereby consents to the assignment of the Leases by Tenant to Assignee and Assignee's assumption of all rights, duties and obligations of Tenant thereunder. Assignee hereby accepts assignment of the Leases and all rights, duties, and obligations thereunder, and hereby agrees to be bound by all terms, conditions and provisions of the Leases. The parties acknowledge and agree that true and correct copies of the Leases are attached hereto as Composite Exhibit "A".

3. **Landlord's Representations.** Landlord represents that: (a) the copy of the Leases attached hereto are true, correct, and complete and the same have not been otherwise modified, amended, supplemented, extended, or renewed; (b) the Leases are in full force and effect; (c) Landlord is not in default under the Leases as of the date of this Consent and no event has occurred which, with the passage of time or the delivery of notice or both, would constitute an event of default under the Leases; (d) Landlord has not assigned all or any part of the Leases; and (e) the assignment will not violate any other agreements by Landlord.

4. **Tenant's Representations.** Tenant represents that (a) the copy of the Leases attached hereto are true, correct, and complete and the same have not been otherwise modified, amended, supplemented, extended, or renewed; (b) the Leases are in full force and effect and Assignee has agreed to assume all duties and obligations of Tenant thereunder upon Landlord's execution of this Consent; (c) Tenant is not in default under the Leases as of the date of this Consent and no event has occurred which, with the passage of time or the delivery of notice or both, would constitute an event of default under the Lease; (d) Tenant has not previously assigned all or any part of the Leases nor has Tenant sublet any portion of the Premises; and (e) the assignment is not in violation of the terms of the existing Leases, is not made for an illegal purpose, and will not result in a change in use of the Leased Premises. Tenant hereby waives and releases all claims and demands to a refund of any portion of the security deposit. To the extent any portion of the security deposit is to be refunded upon termination of the Leases, the refund will be disbursed to Assignee.

5. **Governing Law.** This Consent shall be governed by and construed in accordance with the laws of the State of Florida.

6. **Counterparts.** To facilitate execution, this instrument may be executed in any number of counterparts as may be convenient or necessary, and it shall not be necessary that the signatures of all parties be contained in any one counterpart hereof. Additionally, the parties hereto hereby covenant and agree that, for purposes of facilitating the execution of this instrument: (i) the signature pages taken from separate individually executed counterparts of this instrument may be combined to form multiple fully executed counterparts; and (ii) a facsimile signature shall be deemed to be an original signature for all purposes. All executed counterparts of this instrument shall be deemed to be originals, but all such counterparts, when taken together, shall constitute one and the same agreement.

7. **Ratification and Confirmation.** Except as amended or modified pursuant to this Consent, Landlord, Tenant, and Assignee hereby ratify and confirm all other terms, conditions, and provisions of the Leases, together with the description of the Leased Premises attached thereto.

THIS SPACE INTENTIONALLY LEFT BLANK.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Consent to Assignment of

Leases as of the date first written above.

LANDLORD:

CITY OF LEESBURG, a Florida Municipal
corporation

By: _____

Printed Name: _____

Title: _____

TENANT:

PROGRESSIVE AERODYNE, INC.,
a Florida corporation

By: _____

Printed Name: _____

Title: _____

ASSIGNEE:

TTOTF, LLC, a Florida limited liability company
D/B/A FIRST CLASS AEROSPACE

By: _____

Printed Name: _____

Title: _____

RESOLUTION NO. 10,536

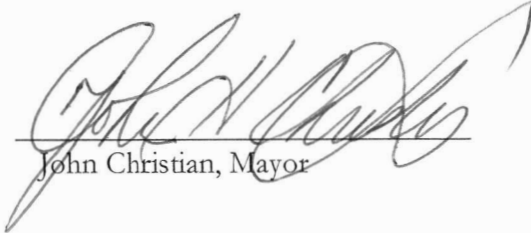
RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A RENTAL AGREEMENT BETWEEN THE CITY OF LEESBURG AND PROGRESSIVE AERODYNE, INC., FOR CORPORATE HANGAR UNIT 1, LOCATED AT 8855 AIRPORT BLVD; AND PROVIDING AN EFFECTIVE DATE.

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 Progressive Aerodyne, Inc., whose address is 3801 State Road 19, Tavares, FL 32778.

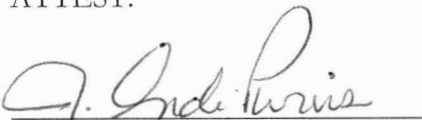
THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 28th day of October 2019.



John Christian, Mayor

ATTEST:



City Clerk

**CORPORATE BLOCK HANGAR
RENTAL AGREEMENT**

THIS AGREEMENT made the 28th day of October, 2019, between THE CITY OF LEESBURG, as landlord, and PROGRESSIVE AERODYNE, INC., as Tenant,

WITNESSETH:

That Landlord owns and operates the Leesburg International Airport. Tenant desires to rent a space in one of the corporate block hangars made available by Landlord for aircraft storage purposes. Landlord has agreed to rent to Tenant, and Tenant has agreed to rent from Landlord, a space within one of the hangars, subject to the terms, conditions and covenants of this Agreement.

NOW, THEREFORE, the parties agree as set forth below:

1. **SPACE DESIGNATED.** The space rented to Tenant by this Agreement is designated as Corporate Hangar No. 1 by Landlord and all references herein to the "Hangar" shall refer to that designated space.
2. **PURPOSE.** The Hangar is rented to Tenant for the sole and express purpose of storing and servicing the following described aircraft: SLSA SEAREY AIRCRAFT, in accordance with the requirements of this Agreement.
3. **TERM.** This Agreement shall commence at 12:01 a.m. on November 1, 2019, and shall run for an initial period of five years from that date. Following the expiration of that five-year term, the Agreement shall continue on a month to month basis. Once this Agreement begins to run on a month to month basis, either party may terminate this Agreement by giving written notice to the other party which is received not later than 30 days prior to the end of the current calendar month.
4. **RENTAL AMOUNT.** For the use and occupancy of the Hangar the Tenant shall pay monthly rent of \$1,000.00, PLUS applicable sales taxes. Rent shall be due on the first day of each calendar month. If rent is not paid by the 5th day of the month, a late charge of 5% of the monthly rental amount will be payable in addition to the amount of rent due. Rent not paid by the 10th day of the month will be considered delinquent and Landlord will be entitled to terminate this Agreement for nonpayment of rent in the manner specified below. Once this Agreement begins to run on a month to month basis, Landlord may adjust the monthly rental amount at any time by giving written notice to Tenant no later than 30 days prior to the end of the calendar month preceding the effective date of the adjustment in rent. Tenant will pay electricity usage, and Landlord will pay all other utilities.
5. **DEPOSIT.** At the time this Agreement is executed by Tenant, a security deposit has been placed by Tenant with landlord in the amount of \$1,000.00. This deposit will be held in a non-interest bearing account. The security deposit is NOT considered rent and will not relieve Tenant of paying any rent due hereunder. The deposit is to ensure that the Hangar is maintained properly by Tenant and upon termination of this Agreement, the deposit is to be returned to Tenant, if Tenant has complied fully with all terms of this Agreement and the Hangar is returned to Landlord in good and clean condition, without damage, ordinary wear and tear excepted. Landlord may retain such portion of the deposit as is necessary first, to pay the cost to clean or repair the Hangar once vacated by Tenant, and second, to reimburse Landlord for any rent or other amounts owed to it by Tenant which have not been paid, and third, to pay or offset any unpaid utility charges or other charges left

unpaid by Tenant, and if the deposit is not sufficient to pay all such amounts then Landlord shall have recourse against Tenant for the balance remaining due.

6. **USE.** The Hangar shall be used solely for the storage and service of SLSA SEAREY Aircraft, and for such other purposes as are specifically authorized by this Agreement, and no other use whatsoever shall be made of the Hangar by Tenant.

In addition to storage, Tenant may perform routine maintenance, rebuilding or alternations to the Aircraft within the Hangar, but only if Tenant holds a mechanic's certificate, repairman's certificate, or pilot certificate issued by the FAA, and shall only perform such operations as are permitted for the holder of the applicable certificate(s). However, no washing of any aircraft will be allowed either inside or outside of the Hangar.

Specifically, and without limiting the generality of the foregoing, Tenant shall not conduct, invite or permit any commercial activities of NON SEAREY AIRCRAFT within or around the Hangar, including but not limited to air or ground instruction, aircraft maintenance, aircraft rental, aircraft sales, or charter services. No fuels shall be dispensed and no aircraft or other vehicle shall be refueled within the Hangar. Tenant shall not store or keep within the Hangar any boxes, crates, rubbish, paper or other trash or litter which could cause or support combustion. Tenant shall not place or erect any exterior structures of any kind on or around the Hangar and no trailers, fuel tanks, vehicles or other items shall be stored outside the hangar.

No motorized vehicles other than the Aircraft shall be stored in the Hangar, provided however that motor vehicles used to transport Tenant or others to the Hangar must be pulled into the Hangar when the Tenant or other user of the Aircraft is out flying, and may not be parked in any grassy or landscaped areas or on the public roadways. The Progressive Aerodyne, Inc. non-motorized, enclosed, marketing trailer, non-motorized, open, component transportation trailer and/or electric golf cart may be parked or stored within the hanger.

7. **MAINTENANCE.** Tenant shall maintain the Hangar in a clean and orderly condition, keep the floor clean and free of grease, oil and toxic chemicals or substances. Tenant shall be responsible for all damage to the Hangar caused by Tenant, its agents, servants, employees, invitees, and licensees, and anyone else in or around the Hangar at the invitation of, or with the express or implied consent of, Tenant. At all times Tenant will maintain one or more fire extinguishers, properly charged, so as to comply fully with applicable fire and life safety codes and the requirements of the local fire marshal. Tenant shall maintain the interior of the Hangar, including without limitation all plumbing, electrical and other systems. Landlord shall be responsible only for repair of roof leaks, and the exterior of the Hangar, excluding any damage caused by Tenant, its agents, servants, employees, invitees, and licensees, and anyone else in or around the Hangar at the invitation or, or with the express or implied consent of, Tenant.

8. **ALTERATIONS.** Tenant shall not make any alterations or improvements of any kind to the Hangar, or install any equipment in or on the Hangar, without the prior, written approval of Landlord. All improvements, whether mobile or fixed, will be approved by the City's Building and/or Fire Departments prior to installation and/or use.

9. **INSPECTIONS.** At any time during normal business hours, Landlord and the local fire marshal shall have full right and access to inspect the Hangar to determine compliance with applicable codes and the terms of this Agreement.

10. **INSURANCE; LOSS OR DAMAGE.** Landlord shall not be responsible for any loss or damage suffered by Tenant or anyone else in the Hangar or within the curtilage of the Hangar, due to death, personal injury, or theft of or damage to property, including any such loss or damage attributable in whole or in part to the negligence of Landlord. Tenant shall indemnify Landlord and hold it harmless against any claim or cause of action, loss or damage, asserted against or suffered by Landlord, due to any death, personal injury, theft or damage to property, in the Hangar or its curtilage, including any such loss or damage, claim or cause of action attributable in whole or in part to the negligence of Landlord, together with all court costs and attorneys' fee incurred in connection therewith.

Tenant shall procure and keep in force insurance of the following types:

- A. Public liability insurance with limits of not less than \$500,000.00 CSL, covering claims for death, personal injury or damage to property, with Landlord named as an additional insured, and with a waiver of subrogation in favor of Landlord. The original of each such policy of insurance, or a complete duplicate, shall be delivered to Landlord by Tenant prior to occupancy of the premises by Tenant, together with evidence that the premiums have been paid. Each policy shall contain a provision that it may not be canceled for any reason without thirty (30) days prior, written notice being given to Landlord by the insurer. All policies shall be issued by insurers of recognized responsibility, which are licensed to do business in Florida, with at least an "A" rating by A.M. Best.
- B. Such insurance as Tenant deems adequate to protect Tenant against damage to or theft of Tenant's property at the Hangar, either due to fire, windstorm or other casualty, or such other causes as Tenant deems appropriate to insure against. Tenant shall bear sole responsibility for the protection of its own property and any other personal property stored at the Hangar, and Landlord shall bear no responsibility for loss of, damage to or theft of such property.

Landlord will insure the structure of the Hangar against fire and other casualties but such insurance will be for the benefit of Landlord only and Tenant shall not be entitled to share in any proceeds of that insurance for any reason.

11. **ASSIGNMENT OR SUBLETTING.** Tenant may not assign this Agreement or sublet any portion of the Hangar, without the prior, written consent of Landlord, which may be granted or withheld by Landlord in its sole and unfettered discretion. Tenant may not assign, hypothecate or pledge Tenant's interests under this Agreement as security for any loan or debt. If Tenant is not a natural person, any transfer of a legal or beneficial interest in Tenant shall constitute an assignment for purposes of this Agreement, including but not limited to any consensual transfer and any transfer by devise, intestacy, or otherwise by operation of law.

12. **ACCESS.** Tenant, on a nonexclusive basis, in common with the public and other tenants and users of the Leesburg International Airport, and in compliance with applicable laws, rules and regulations, shall have the right to pass over and across all roadways, runways, taxiways, and other such facilities and improvements at the Airport, to obtain vehicular and Aircraft access to the Hangar.

13. **COMPLIANCE WITH LAWS.** In all aspects of the use and occupancy of the Hangar, Tenant shall comply in full with all applicable laws, rule and regulations. Tenant shall indemnify Landlord and hold Landlord harmless against all loss or damage, claims or causes of actions arising out of, or resulting in any way from, any violation by Tenant or anyone at the Hangar with the express or implied permission of Tenant, of any applicable laws, rules or regulations now in effect or hereafter promulgated or amended.

14. **DEFAULT.** If Tenant fails to pay rent or other charges due to Landlord hereunder, and such failure continues for more than three days after written notice to Tenant of the default, Landlord shall have the right to terminate this Agreement. If Tenant fails to observe or comply with any term, condition or covenant of this Agreement other than those pertaining to payment of rent, and such failure continues for more than seven days after written notice to Tenant of the default, Landlord shall have the right to terminate this Agreement. It shall not constitute a defense to termination of this Agreement that the written notice of default is not in any particular form, that it demands payment of amounts due hereunder other than pure rent, or that it demands compliance with both monetary and non-monetary obligations of Tenant within a single notice.

If this Agreement is terminated due to the default of Tenant, and Tenant fails to surrender possession of the Hangar to Landlord within the time specified in the written notice of default, Landlord shall have the right to file an action to recover possession of the Hangar, and at the same time seek recovery of damages for any amounts due Landlord hereunder. Any amounts not paid when due hereunder shall bear interest at the rate of 18% per year until paid in full. In the event of a default by Tenant, Landlord shall have the right to recover its reasonable attorneys' fees incurred due to the default whether or not a legal action is filed, and if a legal action is filed, Landlord shall also be entitled to recover its court costs. Landlord shall be entitled to recover double the amount of normal rent for any period during which Tenant holds over after the lawful termination of this Agreement.

Notwithstanding the notice provisions set forth above, if Tenant has been given notice of any breach or default hereunder, and cures that breach or default within the time allowed so as to avoid termination of this Agreement, and the same type of breach or default occurs again within one year of the first notice, Landlord may terminate this Agreement without further notice based on the recurrence of the same type of default, and in that event Tenant shall not be entitled to an opportunity to cure. Landlord may in its discretion give notice and an opportunity to cure for such repeat defaults, and shall not thereby waive its right to terminate without notice for any other repeat default or the recurrence of the same default again.

15. **NATURE OF AGREEMENT; VENUE.** This Agreement sets forth the entire understanding of the parties with regard to its subject matter. It supersedes and takes precedence over any and all prior negotiations, representations and agreements, oral or written, all of which are deemed to have merged into this Agreement and to have been extinguished except to the extent specifically set forth herein. This Agreement may not be amended orally, by implication, by course of conduct, or in any other manner whatsoever than by way of a written instrument signed by both parties hereto or their lawful successors. This Agreement shall be construed in accordance with the laws of Florida and venue for any action or proceeding arising out of this Agreement shall be in Lake County, Florida. This Agreement shall be binding on the parties hereto, as well as on their lawful successors and assigns. Each party represents for the benefit of the other that it has not entered into this Agreement in reliance on, or on the basis of, any promise, negotiation, representation, undertaking or agreement of the other party, oral or written, which is not specifically set forth within this Agreement. Landlord shall not be deemed to have waived any right or remedy hereunder by

virtue of failure to insist on strict performance of this Agreement by Tenant or failure to exercise any right or remedy at each time it becomes possible to do so.

16. **NOTICE.** Notices hereunder shall be given in writing and shall be hand delivered, sent by U.S. Mail, certified with return receipt requested, properly addressed with all postage prepaid, or sent by UPS, Federal Express or other overnight courier service. Notice delivered by hand shall be effective upon delivery. Notice sent by certified mail shall be effective on the third business day after it is posted, regardless of whether it is actually received. Notice sent by overnight courier services shall be effective on the next business day after it is placed in the hands of the courier service, properly addressed, regardless of whether it is actually received. Notices shall be given to the following addresses, or in such other manner as either party may direct the other in writing hereafter:

TO THE LANDLORD:
City of Leesburg
Attention: City Manager
Post Office Box 490630
Leesburg, FL 34749-0630

TO THE TENANT:

With copy to:
City Attorney
Post Office Box 491357
Leesburg, FL 34749-1357

17. **RULES AND REGULATIONS.** Landlord has certain rules and regulations applicable to the operation of the Leesburg International Airport. Tenant agrees to abide by those rules and regulations now in effect or as hereafter promulgated or amended.

IN WITNESS WHEREOF, the parties have executed this Agreement.

THE CITY OF LEESBURG, FLORIDA

ATTEST: J. Indi Purvis
CITY CLERK

BY: [Signature]
MAYOR

APPROVED AS TO FORM AND CONTENT:

[Signature]
CITY ATTORNEY

WITNESSES (two required)

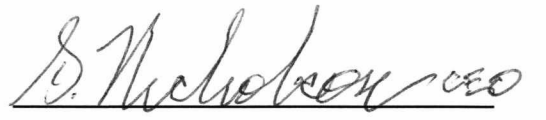


Joseph L. Graham, III
(type or print name of witness)
10/1/19



NORMAN J O'GRAW JR
(type or print name of witness)
10/1/19

TENANT:



GEOFFREY C. NICHOLSON
(type or print name of corporate title)
10/1/19

RESOLUTION NO. 10,537

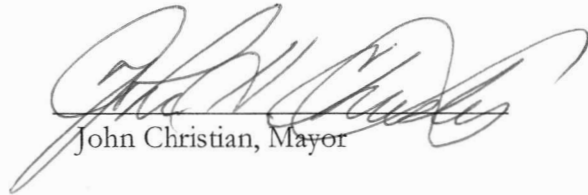
RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND
CITY CLERK TO EXECUTE A RENTAL AGREEMENT
BETWEEN THE CITY OF LEESBURG AND PROGRESSIVE
AERODYNE, INC., FOR CORPORATE HANGAR UNIT 2,
LOCATED AT 8855 AIRPORT BLVD; AND PROVIDING AN
EFFECTIVE DATE.

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

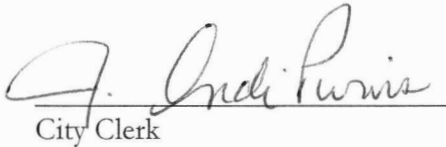
THAT the Mayor and City Clerk are hereby authorized to execute an agreement
with Progressive Aerodyne, Inc., whose address is 3801 State Road 19, Tavares, FL 32778.

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 the 28th day of October 2019.


John Christian, Mayor

ATTEST:


City Clerk

**CORPORATE BLOCK HANGAR
RENTAL AGREEMENT**

THIS AGREEMENT made the 28th day of October, 2019, between THE CITY OF LEESBURG, as landlord, and PROGRESSIVE AERODYNE, INC., as Tenant,

WITNESSETH:

That Landlord owns and operates the Leesburg International Airport. Tenant desires to rent a space in one of the corporate block hangars made available by Landlord for aircraft storage purposes. Landlord has agreed to rent to Tenant, and Tenant has agreed to rent from Landlord, a space within one of the hangars, subject to the terms, conditions and covenants of this Agreement.

NOW, THEREFORE, the parties agree as set forth below:

1. **SPACE DESIGNATED.** The space rented to Tenant by this Agreement is designated as Corporate Hangar No. 2 by Landlord and all references herein to the "Hangar" shall refer to that designated space.
2. **PURPOSE.** The Hangar is rented to Tenant for the sole and express purpose of storing, painting, and printing the following described aircraft: SLSA SEAREY AIRCRAFT, in accordance with the requirements of this Agreement.
3. **TERM.** This Agreement shall commence at 12:01 a.m. on November 1, 2019, and shall run for an initial period of five years from that date. Following the expiration of that five-year term, the Agreement shall continue on a month to month basis. Once this Agreement begins to run on a month to month basis, either party may terminate this Agreement by giving written notice to the other party which is received not later than 30 days prior to the end of the current calendar month. If tenant wishes to terminate this agreement within the initial five-year term, written notice to vacate must be received 90 days in advance.
4. **RENTAL AMOUNT.** For the use and occupancy of the Hangar the Tenant shall pay monthly rent of \$1,000.00, PLUS applicable sales taxes. Rent shall be due on the first day of each calendar month. If rent is not paid by the 5th day of the month, a late charge of 5% of the monthly rental amount will be payable in addition to the amount of rent due. Rent not paid by the 10th day of the month will be considered delinquent and Landlord will be entitled to terminate this Agreement for nonpayment of rent in the manner specified below. Once this Agreement begins to run on a month to month basis, Landlord may adjust the monthly rental amount at any time by giving written notice to Tenant no later than 30 days prior to the end of the calendar month preceding the effective date of the adjustment in rent. Landlord will pay all utilities, however if Tenant is determined to be using an excessive amount of electricity, water or other utility service, compared to other tenants in similar hangars, Landlord may impose a utility surcharge on Tenant until such time as Tenant's usage of utilities declines to a level commensurate with usage by other, similarly situated tenants.
5. **DEPOSIT.** At the time this Agreement is executed by Tenant, a security deposit has been placed by Tenant with landlord in the amount of \$1,000.00. This deposit will be held in a non-interest-bearing account. The security deposit is NOT considered rent and will not relieve Tenant of paying any rent due hereunder. The deposit is to ensure that the Hangar is maintained properly by Tenant and upon termination of this Agreement, the deposit is to be returned to Tenant, if Tenant has complied fully with all terms of this Agreement and the Hangar is returned to Landlord in good

and clean condition, without damage, ordinary wear and tear excepted. Landlord may retain such portion of the deposit as is necessary first, to pay the cost to clean or repair the Hangar once vacated by Tenant, and second, to reimburse Landlord for any rent or other amounts owed to it by Tenant which have not been paid, and third, to pay or offset any unpaid utility charges or other charges left unpaid by Tenant, and if the deposit is not sufficient to pay all such amounts then Landlord shall have recourse against Tenant for the balance remaining due.

6. **USE.** The Hangar shall be used solely for the storage, painting and printing of SLSA SEAREY Aircraft, and for such other purposes as are specifically authorized by this Agreement, and no other use whatsoever shall be made of the Hangar by Tenant.

In addition to storage, Tenant may perform routine maintenance, rebuilding or alternations to the Aircraft within the Hangar, but only if Tenant holds a mechanic's certificate, repairman's certificate, or pilot certificate issued by the FAA, and shall only perform such operations as are permitted for the holder of the applicable certificate(s). However, no washing of any aircraft will be allowed either inside or outside of the Hangar.

Specifically, and without limiting the generality of the foregoing, Tenant shall not conduct, invite or permit any commercial activities of NON SEAREY AIRCRAFT within or around the Hangar, including but not limited to air or ground instruction, aircraft maintenance, aircraft rental, aircraft sales, or charter services. No motor or aviation fuel shall be stored in or around the Hangar except within the fuel tanks provided for that purpose on the Aircraft itself, and other toxic, flammable or hazardous substances shall be stored, handled, transported and disposed of in full and strict compliance with all applicable laws, rules and regulations. The same strict compliance, rules and regulations, shall pertain to all materials and substances utilized in the painting of SEAREY aircraft and SEAREY aircraft parts. No fuels shall be dispensed and no aircraft or other vehicle shall be refueled within the Hangar. Tenant shall not store or keep within the Hangar any boxes, crates, rubbish, paper or other trash or litter which could cause or support combustion. Tenant shall not place or erect any exterior structures of any kind on or around the Hangar and no trailers, fuel tanks, vehicles or other items shall be stored outside the hangar.

No gasoline motorized vehicles other than the Aircraft shall be stored in the Hangar, provided however that motor vehicles used to transport Tenant or others to the Hangar must be pulled into the Hangar when the Tenant or other user of the Aircraft is out flying, and may not be parked in any grassy or landscaped areas or on the public roadways. The Progressive Aerodyne, Inc. non-motorized, enclosed, marketing trailer, non-motorized, open, component transportation trailer and/or electric golf cart may be parked or stored within the hangar.

7. **MAINTENANCE.** Tenant shall maintain the Hangar in a clean and orderly condition, keep the floor clean and free of grease, oil and toxic chemicals or substances. Tenant shall be responsible for all damage to the Hangar caused by Tenant, its agents, servants, employees, invitees, and licensees, and anyone else in or around the Hangar at the invitation of, or with the express or implied consent of, Tenant. At all times Tenant will maintain one or more fire extinguishers, properly charged, so as to comply fully with applicable fire and life safety codes and the requirements of the local fire marshal. Tenant shall maintain the interior of the Hangar, including without limitation all plumbing, electrical and other systems. Landlord shall be responsible only for repair of roof leaks, and the exterior of the Hangar, excluding any damage caused by Tenant, its agents, servants, employees, invitees, and licensees, and anyone else in or around the Hangar at the invitation of, or with the express or implied consent of, Tenant.

8. **ALTERATIONS.** Tenant shall not make any alterations or improvements of any kind to the Hangar, or install any equipment in or on the Hangar, without the prior, written approval of Landlord. All improvements, whether mobile or fixed, will be approved by the City's Building and/or Fire Departments prior to installation and/or use.

9. **INSPECTIONS.** At any time during normal business hours, Landlord and the local fire marshal shall have full right and access to inspect the Hangar to determine compliance with applicable codes and the terms of this Agreement.

10. **INSURANCE; LOSS OR DAMAGE.** Landlord shall not be responsible for any loss or damage suffered by Tenant or anyone else in the Hangar or within the curtilage of the Hangar, due to death, personal injury, or theft of or damage to property, including any such loss or damage attributable in whole or in part to the negligence of Landlord. Tenant shall indemnify Landlord and hold it harmless against any claim or cause of action, loss or damage, asserted against or suffered by Landlord, due to any death, personal injury, theft or damage to property, in the Hangar or its curtilage, including any such loss or damage, claim or cause of action attributable in whole or in part to the negligence of Landlord, together with all court costs and attorneys' fee incurred in connection therewith.

Tenant shall procure and keep in force insurance of the following types:

- A. Public liability insurance with limits of not less than \$500,000.00 CSL, covering claims for death, personal injury or damage to property, with Landlord named as an additional insured, and with a waiver of subrogation in favor of Landlord. The original of each such policy of insurance, or a complete duplicate, shall be delivered to Landlord by Tenant prior to occupancy of the premises by Tenant, together with evidence that the premiums have been paid. Each policy shall contain a provision that it may not be canceled for any reason without thirty (30) days prior, written notice being given to Landlord by the insurer. All policies shall be issued by insurers of recognized responsibility, which are licensed to do business in Florida, with at least an "A" rating by A.M. Best.
- B. Such insurance as Tenant deems adequate to protect Tenant against damage to or theft of Tenant's property at the Hangar, either due to fire, windstorm or other casualty, or such other causes as Tenant deems appropriate to insure against. Tenant shall bear sole responsibility for the protection of its own property and any other personal property stored at the Hangar, and Landlord shall bear no responsibility for loss of, damage to or theft of such property.

Landlord will insure the structure of the Hangar against fire and other casualties but such insurance will be for the benefit of Landlord only and Tenant shall not be entitled to share in any proceeds of that insurance for any reason.

11. **ASSIGNMENT OR SUBLETTING.** Tenant may not assign this Agreement or sublet any portion of the Hangar, without the prior, written consent of Landlord, which may be granted or withheld by Landlord in its sole and unfettered discretion. Tenant may not assign, hypothecate or pledge Tenant's interests under this Agreement as security for any loan or debt. If Tenant is not a natural person, any transfer of a legal or beneficial interest in Tenant shall constitute an assignment

for purposes of this Agreement, including but not limited to any consensual transfer and any transfer by devise, intestacy, or otherwise by operation of law.

12. **ACCESS.** Tenant, on a nonexclusive basis, in common with the public and other tenants and users of the Leesburg International Airport, and in compliance with applicable laws, rules and regulations, shall have the right to pass over and across all roadways, runways, taxiways, and other such facilities and improvements at the Airport, to obtain vehicular and Aircraft access to the Hangar.

13. **COMPLIANCE WITH LAWS.** In all aspects of the use and occupancy of the Hangar, Tenant shall comply in full with all applicable laws, rule and regulations. Tenant shall indemnify Landlord and hold Landlord harmless against all loss or damage, claims or causes of actions arising out of, or resulting in any way from, any violation by Tenant or anyone at the Hangar with the express or implied permission of Tenant, of any applicable laws, rules or regulations now in effect or hereafter promulgated or amended.

14. **DEFAULT.** If Tenant fails to pay rent or other charges due to Landlord hereunder, and such failure continues for more than three days after written notice to Tenant of the default, Landlord shall have the right to terminate this Agreement. If Tenant fails to observe or comply with any term, condition or covenant of this Agreement other than those pertaining to payment of rent, and such failure continues for more than seven days after written notice to Tenant of the default, Landlord shall have the right to terminate this Agreement. It shall not constitute a defense to termination of this Agreement that the written notice of default is not in any particular form, that it demands payment of amounts due hereunder other than pure rent, or that it demands compliance with both monetary and non-monetary obligations of Tenant within a single notice.

If this Agreement is terminated due to the default of Tenant, and Tenant fails to surrender possession of the Hangar to Landlord within the time specified in the written notice of default, Landlord shall have the right to file an action to recover possession of the Hangar, and at the same time seek recovery of damages for any amounts due Landlord hereunder. Any amounts not paid when due hereunder shall bear interest at the rate of 18% per year until paid in full. In the event of a default by Tenant, Landlord shall have the right to recover its reasonable attorneys' fees incurred due to the default whether or not a legal action is filed, and if a legal action is filed, Landlord shall also be entitled to recover its court costs. Landlord shall be entitled to recover double the amount of normal rent for any period during which Tenant holds over after the lawful termination of this Agreement.

Notwithstanding the notice provisions set forth above, if Tenant has been given notice of any breach or default hereunder, and cures that breach or default within the time allowed so as to avoid termination of this Agreement, and the same type of breach or default occurs again within one year of the first notice, Landlord may terminate this Agreement without further notice based on the recurrence of the same type of default, and in that event Tenant shall not be entitled to an opportunity to cure. Landlord may in its discretion give notice and an opportunity to cure for such repeat defaults, and shall not thereby waive its right to terminate without notice for any other repeat default or the recurrence of the same default again.

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of conduct, or in any other manner whatsoever than by way of a written instrument signed by both parties hereto or their lawful successors. This Agreement shall be construed in accordance with the laws of Florida and venue for any action or proceeding arising out of this Agreement shall be in Lake County, Florida. This Agreement shall be binding on the parties hereto, as well as on their lawful successors and assigns. Each party represents for the benefit of the other that it has not entered into this Agreement in reliance on, or on the basis of, any promise, negotiation, representation, undertaking or agreement of the other party, oral or written, which is not specifically set forth within this Agreement. Landlord shall not be deemed to have waived any right or remedy hereunder by virtue of failure to insist on strict performance of this Agreement by Tenant or failure to exercise any right or remedy at each time it becomes possible to do so.

16. **NOTICE.** Notices hereunder shall be given in writing and shall be hand delivered, sent by U.S. Mail, certified with return receipt requested, properly addressed with all postage prepaid, or sent by UPS, Federal Express or other overnight courier service. Notice delivered by hand shall be effective upon delivery. Notice sent by certified mail shall be effective on the third business day after it is posted, regardless of whether it is actually received. Notice sent by overnight courier services shall be effective on the next business day after it is placed in the hands of the courier service, properly addressed, regardless of whether it is actually received. Notices shall be given to the following addresses, or in such other manner as either party may direct the other in writing hereafter:

TO THE LANDLORD:
City of Leesburg
Attention: City Manager
Post Office Box 490630
Leesburg, FL 34749-0630

TO THE TENANT:

With copy to:
City Attorney
Post Office Box 491357
Leesburg, FL 34749-1357

17. **RULES AND REGULATIONS.** Landlord has certain rules and regulations applicable to the operation of the Leesburg International Airport. Tenant agrees to abide by those rules and regulations now in effect or as hereafter promulgated or amended.

IN WITNESS WHEREOF, the parties have executed this Agreement.

THE CITY OF LEESBURG, FLORIDA

BY: _____

MAYOR

ATTEST: _____

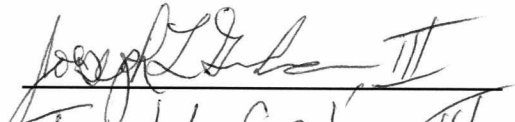
CITY CLERK

APPROVED AS TO FORM AND CONTENT:



CITY ATTORNEY

WITNESSES (two required)

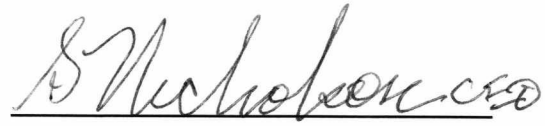


Joseph L. Graham III
(type or print name of witness) 10/1/19



Norman J. Graham Jr.
(type or print name of witness) 10/1/19

TENANT:



GEOFFREY C. NICHOLSON
(type or print name of corporate title)
10/1/19

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.2.

Meeting Date: June 13, 2022

From: Dan Miller, (Planning and Zoning Director), Christine Rock, (Senior Planner)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Villages of West Lake Unit No. 44, a subdivision of the City of Leesburg, Florida, being a portion of Section 06, Township 20 South, Range 24 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Villages of West Lake Unit No. 44)

Staff Recommendation:

Staff recommends approval of the plat for Villages of West Lake Unit No. 44 Subdivision.

Analysis:

The property is generally located east and north of the Florida Turnpike. The proposal is for approval of a plat consisting of 156 single-family residential lots. The review process for zoning, site plan and construction plans has been completed. Approval of this plat will complete the project review process and allow for the applicant(s) to apply for building permits, construct, and sell homes within this new subdivision.

Procurement Analysis:

N/A

Options:

1. Approve the request for a plat of the new Villages of West Lake Unit No. 44 subdivision; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

No direct fiscal impact will result from this action. However, a future positive fiscal impact will result from the completion of the homes to be constructed in this project, in the form of ad valorem taxes, impact fees and utility fees.

Submission Date and Time: 6/8/2022 12:16:18 PM

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ACCEPTING AND APPROVING A PLAT FOR VILLAGES OF WEST LAKE UNIT NO. 44, A SUBDIVISION OF THE CITY OF LEESBURG, FLORIDA, BEING A PORTION OF SECTION 06, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, AND ACCEPTING AND DEDICATING TO THE USE OF THE PUBLIC ANY EASEMENTS OR PUBLIC PLACES SHOWN THEREON AS BEING DEDICATED TO THE PUBLIC; AND PROVIDING AN EFFECTIVE DATE. (VILLAGES OF WEST LAKE UNIT NO. 44)

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

THAT the plat of the following described lands, which is named Villages of West Lake Unit No. 44 is hereby approved and accepted by the City of Leesburg, Florida; being

A PARCEL OF LAND LYING WITHIN THE SOUTH 1/2 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 6; THENCE ALONG THE WEST LINE THEREOF RUN S00°45'14"W, 1099.20 FEET; THENCE DEPARTING SAID WEST LINE RUN S89°14'46"E, 1447.36 FEET TO THE POINT OF BEGINNING; THENCE N36°59'27"W, 91.42 FEET TO A POINT OF CUSP OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 20.00 FEET AND A CHORD BEARING AND DISTANCE OF S76°56'15"E, 25.68 FEET TO WHICH A RADIAL LINE BEARS S53°00'33"W; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 79°53'35", AN ARC DISTANCE OF 27.89 FEET TO THE POINT OF TANGENCY; THENCE N63°06'57"E, 273.20 FEET; THENCE N33°43'29"W, 101.26 FEET; THENCE N60°25'10"E, 314.45 FEET; THENCE S51°48'13"E, 103.92 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 475.00 FEET AND A CHORD BEARING AND DISTANCE OF N42°05'19"E, 64.49 FEET TO WHICH A RADIAL LINE BEARS S44°01'10"E; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°47'04", AN ARC DISTANCE OF 64.53 FEET TO THE POINT OF TANGENCY; THENCE N38°11'47"E, 152.63 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 114.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 61°33'17", AN ARC DISTANCE OF 122.47 FEET TO A POINT OF CUSP OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 20.00 FEET AND A CHORD BEARING AND DISTANCE OF N43°22'29"W, 24.00 FEET TO WHICH A RADIAL LINE BEARS S09°45'03"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 73°44'55", AN ARC DISTANCE OF 25.74 FEET TO THE POINT OF TANGENCY; THENCE N06°30'01"W, 11.26 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 106.50 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°59'50", AN ARC DISTANCE OF 52.04 FEET; THENCE ALONG A NON-TANGENT LINE RUN N55°30'08"E, 69.88 FEET; THENCE N62°41'57"E, 31.33 FEET; THENCE S64°22'33"E, 118.81 FEET; THENCE S52°22'56"E, 90.58 FEET; THENCE N79°20'02"E, 136.10 FEET;

THENCE N52°22'55"E, 86.83 FEET; THENCE N36°24'30"E, 105.87 FEET; THENCE N48°55'55"E, 45.49 FEET; THENCE S89°56'18"E, 151.08 FEET; THENCE N24°38'40"E, 110.35 FEET; THENCE N46°09'26"E, 81.02 FEET; THENCE S86°18'52"E, 62.24 FEET; THENCE S27°38'50"E, 68.64 FEET; THENCE S41°23'00"E, 95.74 FEET; THENCE S09°19'22"E, 161.00 FEET; THENCE S22°58'56"E, 78.10 FEET; THENCE S41°13'52"W, 71.83 FEET; THENCE S67°32'49"W, 60.90 FEET; THENCE S22°37'04"W, 125.78 FEET; THENCE S05°54'07"W, 58.17 FEET; THENCE S09°17'29"E, 113.07 FEET; THENCE S17°42'35"W, 84.59 FEET; THENCE S54°18'47"E, 86.37 FEET; THENCE S59°31'01"E, 114.87 FEET; THENCE S62°38'05"E, 134.39 FEET; THENCE S39°09'25"E, 51.70 FEET; THENCE S80°59'23"E, 80.02 FEET; THENCE N35°54'34"E, 63.23 FEET; THENCE S74°27'55"E, 81.89 FEET; THENCE S04°00'12"E, 73.97 FEET; THENCE S80°14'56"E, 67.06 FEET; THENCE S62°54'57"E, 47.02 FEET; THENCE S80°58'05"E, 47.16 FEET; THENCE N50°24'47"E, 52.77 FEET; THENCE N16°30'08"W, 34.10 FEET; THENCE N00°36'32"W, 52.85 FEET; THENCE S40°59'45"E, 106.23 FEET; THENCE S55°44'00"E, 86.62 FEET; THENCE S33°10'27"E, 83.20 FEET; THENCE S55°17'24"E, 68.84 FEET; THENCE S46°21'25"E, 101.01 FEET; THENCE N74°50'26"E, 86.17 FEET; THENCE S82°04'41"E, 120.38 FEET; THENCE N58°22'49"E, 68.80 FEET; THENCE S60°56'38"E, 75.22 FEET; THENCE S03°14'40"W, 76.66 FEET; THENCE S50°59'10"W, 90.51 FEET; THENCE S36°37'10"W, 76.43 FEET; THENCE N53°20'32"W, 25.00 FEET; THENCE S36°39'28"W, 75.93 FEET; THENCE N81°54'01"W, 85.63 FEET; THENCE S79°59'31"W, 81.49 FEET; THENCE S65°26'21"W, 79.57 FEET; THENCE S35°18'27"W, 110.70 FEET; THENCE S69°09'06"W, 55.03 FEET; THENCE S85°40'54"W, 110.00 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 475.00 FEET AND A CHORD BEARING AND DISTANCE OF S13°19'05"E, 148.61 FEET TO WHICH A RADIAL LINE BEARS S85°40'54"W; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°59'58", AN ARC DISTANCE OF 149.22 FEET; THENCE ALONG A RADIAL LINE RUN S67°40'56"W, 50.00 FEET; THENCE S72°52'50"W, 75.32 FEET; THENCE S22°47'00"E, 0.29 FEET; THENCE S36°45'45"W, 70.00 FEET; THENCE S42°51'35"E, 14.53 FEET; THENCE S84°35'33"W, 152.27 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 71.50 FEET AND A CHORD BEARING AND DISTANCE OF N28°59'24"W, 57.21 FEET TO WHICH A RADIAL LINE BEARS N84°35'33"E; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 47°09'54", AN ARC DISTANCE OF 58.86 FEET TO THE POINT OF TANGENCY; THENCE N52°34'21"W, 20.24 FEET; THENCE S37°25'39"W, 90.00 FEET; THENCE N52°34'21"W, 429.99 FEET; THENCE S40°05'31"W, 55.13 FEET; THENCE S45°26'51"W, 40.38 FEET; THENCE S50°00'01"W, 40.57 FEET; THENCE S54°31'00"W, 39.73 FEET; THENCE S56°27'39"W, 31.00 FEET; THENCE S63°59'32"W, 129.87 FEET; THENCE N26°00'28"W, 92.00 FEET; THENCE S63°59'32"W, 257.26 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 31.42 FEET TO A POINT OF CUSP; THENCE N26°00'28"W, 140.07 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 871.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 36°42'53", AN ARC DISTANCE OF 558.45 FEET; THENCE ALONG A NON-TANGENT LINE RUN N37°25'39"E, 518.69 FEET; THENCE N52°34'21"W, 450.89 FEET; THENCE S68°55'28"W, 66.46 FEET; THENCE S63°06'57"W, 185.78 FEET; THENCE N33°43'29"W, 92.66 FEET; THENCE S63°06'57"W, 291.35 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 100°06'25", AN ARC DISTANCE OF 34.94 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT A PARCEL OF LAND LYING WITHIN THE SOUTH 1/2 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 6; THENCE ALONG THE WEST LINE THEREOF RUN S00°45'14"W, 1486.52 FEET; THENCE DEPARTING SAID WEST LINE RUN S89°14'46"E, 2413.69 FEET TO THE POINT OF BEGINNING; THENCE N37°25'39"E, 504.96 FEET; THENCE S52°34'21"E, 498.00 FEET; THENCE S37°25'39"W, 390.16 FEET; THENCE S32°39'57"E, 95.67 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 382.50 FEET AND A CHORD BEARING AND DISTANCE OF S51°09'56"W, 169.83 FEET TO WHICH A RADIAL LINE BEARS S51°39'40"E; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 25°39'12", AN ARC DISTANCE OF 171.26 FEET TO THE POINT OF TANGENCY; THENCE S63°59'32"W, 80.70 FEET; THENCE N32°39'57"W, 309.84 FEET; THENCE N39°09'00"W, 152.09 FEET; THENCE N41°30'52"W, 73.64 FEET TO THE POINT OF BEGINNING.

CONTAINING 48.68 ACRES, MORE OR LESS.

(See Exhibit A, Villages of West Lake Unit No. 44 Plat attached)

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 13th day of June 2022.

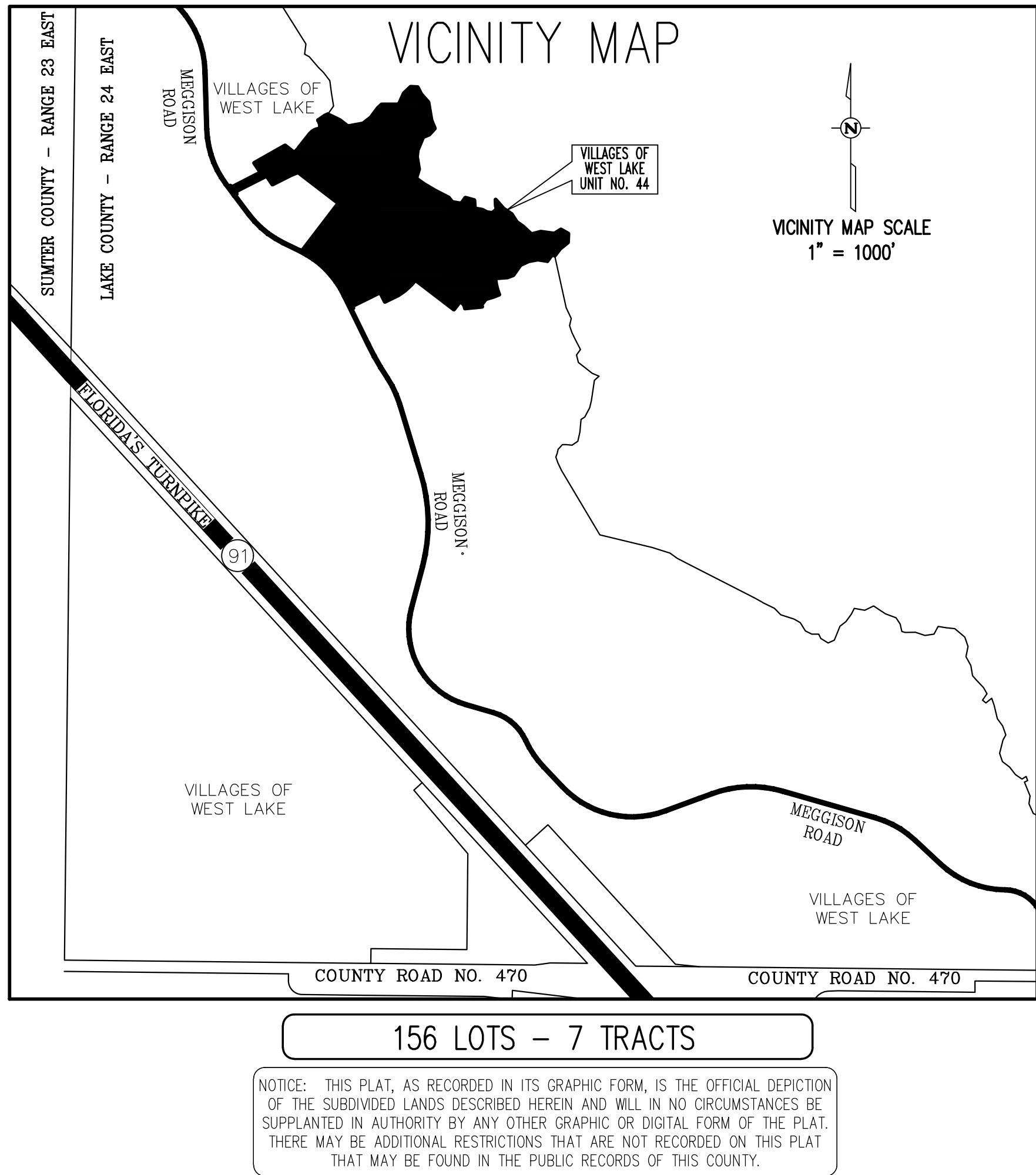
ATTEST:

Mayor

City Clerk

VILLAGES OF WEST LAKE UNIT NO. 44

SECTION 6, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.



NOTES:

1.) BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE NORTH AMERICAN DATUM (NAD) OF 1983 WITH 2011 ADJUSTMENT AS DERIVED FROM THE L1-NET NETWORK (TOPNET GNSS NETWORK). AS A REFERENCE, THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 24 EAST, HAS A BEARING OF SOUTH 00°45'14" WEST.

2.) ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

3.) ALL DISTANCES SHOWN ARE IN FEET.

4.) WITH REFERENCE TO CURVILINEAR LOTS, RADIAL LINES HAVE BEEN DESIGNATED BY (R). ALL OTHER LINES ARE NON-RADIAL.

5.) LOT CORNERS WILL BE SET PRIOR TO THE TRANSFER OF ANY LOT OR PRIOR TO THE EXPIRATION OF THE BOND OR OTHER SURETY.

6.) PERMANENT CONTROL POINTS (P.C.P.'S) WILL BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT WAS RECORDED OR PRIOR TO THE EXPIRATION OF THE BOND OR SURETY.

7.) ALL PERMANENT REFERENCE MONUMENTS (P.R.M.'S) HAVE BEEN SET IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.

8.) TRACTS "A", "E" AND "F" ARE FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND APPROVED IN WRITING BY DEVELOPER.

9.) TRACTS "B", "C", "D" AND "G" ARE FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND APPROVED IN WRITING BY DEVELOPER. NO INGRESS OR EGRESS IS PERMITTED WITHOUT THE DEVELOPER'S CONSENT.

10.) THE DISTRICT FINDS IT IN THE PUBLIC INTEREST, AND HEREBY AGREES TO PROVIDE THE FOLLOWING SERVICES: (A) MAINTENANCE AND REPAIR OF AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, THE SUBDIVISION, OR THE PUBLIC; (B) PAY FOR THE COST OF WATER AND SEWER PROVIDED BY WILWOOD UTILITY DEPENDENT DISTRICT, OR ITS ASSIGNS, TOGETHER WITH THE COST OF GARBAGE, ELECTRICAL, LIGHTING, TELEPHONE, GAS AND OTHER NECESSARY UTILITY SERVICE FOR AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, SUBDIVISION, OR THE PUBLIC; (C) MAINTENANCE AND REPAIR OF THE STORM WATER RUNOFF DRAINAGE SYSTEM INCLUDING DRAINAGE EASEMENTS AND DRAIN PIPES NOT MAINTAINED BY SOUTHEAST WILWOOD WATER CONSERVATION AUTHORITY, LLC, OR ITS ASSIGNS, OR THE CITY OF LEESBURG; AND (D) MAINTENANCE AND REPAIR OF THE LANDSCAPING AND IRRIGATION ON ISLANDS AND CUL-DE-SACS LOCATED WITHIN THE ROADWAYS, IF ANY.

11.) THE TITLE OPINION FOR THIS PLAT HAS BEEN SUBMITTED BY SEPARATE DOCUMENT.

SHEET 1 OF 6

PLAT BOOK

PAGE

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, THE VILLAGES LAND COMPANY, LLC (THE DEVELOPER) HAS CAUSED TO BE MADE THIS PLAT, VILLAGES OF WEST LAKE UNIT NO. 44, A SUBDIVISION OF LAND HEREIN DESCRIBED AND JOINS WITH VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14 (THE DISTRICT) TO HEREBY DEDICATE THE ROADWAYS SHOWN HEREON TO THE CITY OF LEESBURG AND THE PERPETUAL USE OF THE PUBLIC; AND DEDICATES TRACTS "A", "B", "C", "D", "E", "F" AND "G" TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14.

WITNESSES: THE VILLAGES LAND COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY
BY: TVL COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY,
ITS MANAGER

(1) SIGNATURE
PRINT NAME
(2) SIGNATURE
PRINT NAME

WITNESSES: VILLAGE COMMUNITY DEVELOPMENT
DISTRICT NO. 14

(1) SIGNATURE
PRINT NAME
(2) SIGNATURE
PRINT NAME

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS ____ DAY OF _____, 20____, BY MARTIN L. DZURO, AS MANAGER OF AND ON BEHALF OF TVL COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE MANAGER OF THE VILLAGES LAND COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE PURPOSES EXPRESSED HEREIN, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC - STATE OF FLORIDA
PRINT NAME: _____
COMMISSION NO.: _____
COMMISSION EXPIRES: _____

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS ____ DAY OF _____, 20____, BY C. DALE BORROWMAN, THE CHAIR OF VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14, ON BEHALF OF THE DISTRICT, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC - STATE OF FLORIDA
PRINT NAME: _____
COMMISSION NO.: _____
COMMISSION EXPIRES: _____

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A REGISTERED SURVEYOR AND MAPPER, FULLY LICENSED TO PRACTICE IN THE STATE OF FLORIDA, DOES HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER HER SUPERVISION, AND THAT THIS PLAT COMPLIES WITH ALL OF THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES.

_____, DATE: _____
KAYE M. JAMESON, P.S.M. - REGISTRATION NUMBER 5912
CLYMER FARNER BARLEY, INC. - REGISTRATION NUMBER LB 4709
4450 N.E. 83RD ROAD
WILWOOD, FLORIDA 34785

SEAL

STATEMENT OF REVIEWER

"PURSUANT TO SECTION 177.081, FLORIDA STATUTES, I HAVE REVIEWED THIS PLAT FOR CONFORMITY TO CHAPTER 177, FLORIDA STATUTES, AND FIND THAT SAID PLAT COMPLIES WITH THE TECHNICAL REQUIREMENTS OF THAT CHAPTER; PROVIDED HOWEVER, THAT MY REVIEW DOES NOT INCLUDE FIELD VERIFICATION OF ANY OF THE COORDINATES, POINTS OR MEASUREMENTS SHOWN ON THIS PLAT."

_____, DATE: _____
SIGNATURE
_____, REGISTRATION NUMBER _____
PRINT NAME
WADE SURVEYING, INC. FOR CITY OF LEESBURG, FLORIDA

SEAL

LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN THE SOUTH 1/2 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 6; THENCE ALONG THE WEST LINE THEREOF RUN S00°45'14"W, 1099.20 FEET; THENCE DEPARTING SAID WEST LINE RUN S89°14'46"E, 1447.36 FEET TO THE POINT OF BEGINNING; THENCE N36°39'27"W, 91.42 FEET TO A POINT OF CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 20.00 FEET AND A CHORD BEARING AND DISTANCE OF S76°56'15"E, 25.68 FEET TO WHICH A RADIAL LINE BEARS S33°03'33"W; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 79°53'35", AN ARC DISTANCE OF 27.89 FEET TO THE POINT OF TANGENCY; THENCE N63°06'37"E, 273.20 FEET; THENCE N33°43'29"W, 101.26 FEET; THENCE N60°25'10"E, 314.45 FEET; THENCE S51°48'13"E, 103.92 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 475.00 FEET AND A CHORD BEARING AND DISTANCE OF N42°05'19"E, 64.49 FEET TO WHICH A RADIAL LINE BEARS S44°01'10"E; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°47'04", AN ARC DISTANCE OF 64.53 FEET TO THE POINT OF TANGENCY; 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THENCE S55°44'00"E, 86.62 FEET; THENCE S33°10'27"E, 83.20 FEET; THENCE S55°17'24"E, 68.84 FEET; THENCE S46°21'25"E, 101.01 FEET; THENCE N74°50'26"E, 86.17 FEET; THENCE S82°04'41"E, 120.38 FEET; THENCE N58°22'49"E, 68.80 FEET; THENCE S60°56'38"E, 75.22 FEET; THENCE S03°14'40"W, 76.66 FEET; THENCE S50°59'10"W, 90.51 FEET; THENCE S36°37'10"W, 76.43 FEET; THENCE N53°20'32"W, 25.00 FEET; THENCE S36°39'28"W, 75.93 FEET; THENCE N81°54'01"W, 85.63 FEET; THENCE S79°59'31"W, 81.49 FEET; THENCE S65°26'21"W, 79.57 FEET; THENCE S35°18'27"W, 110.70 FEET; THENCE S69°09'06"W, 55.03 FEET; THENCE S85°40'54"W, 110.00 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 475.00 FEET AND A CHORD BEARING AND DISTANCE OF S13°19'05"E, 148.61 FEET TO WHICH A RADIAL LINE BEARS S85°40'54"W; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°59'58", AN ARC DISTANCE OF 149.22 FEET; THENCE ALONG A RADIAL LINE RUN S67°40'56"W, 50.00 FEET; THENCE S72°52'50"W, 75.32 FEET; THENCE S22°47'00"E, 0.29 FEET; THENCE S36°45'45"W, 70.00 FEET; THENCE S42°51'35"E, 14.53 FEET; THENCE S84°35'33"W, 152.27 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 71.50 FEET AND A CHORD BEARING AND DISTANCE OF N28°59'24"W, 57.21 FEET TO WHICH A RADIAL LINE BEARS N84°35'33"E; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 47°09'54", AN ARC DISTANCE OF 58.86 FEET TO THE POINT OF TANGENCY; THENCE N52°34'21"W, 20.24 FEET; THENCE S37°25'39"W, 90.00 FEET; THENCE N52°34'21"W, 429.99 FEET; THENCE S40°05'31"W, 55.13 FEET; THENCE S45°26'51"W, 40.38 FEET; THENCE S50°00'01"W, 40.57 FEET; THENCE S54°31'00"W, 39.73 FEET; THENCE S56°27'39"W, 31.00 FEET; THENCE S63°59'32"W, 129.87 FEET; THENCE N26°00'28"W, 92.00 FEET; THENCE S63°59'32"W, 257.26 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 31.42 FEET TO A POINT OF CUSP; THENCE N26°00'28"W, 140.07 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 871.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 36°42'53", AN ARC DISTANCE OF 558.45 FEET; THENCE ALONG A NON-TANGENT LINE RUN N37°25'39"E, 518.69 FEET; THENCE N52°34'21"W, 450.89 FEET; THENCE S68°55'28"W, 66.46 FEET; THENCE S63°06'57"W, 185.78 FEET; THENCE N33°43'29"W, 92.66 FEET; THENCE S63°06'57"W, 291.35 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 100°06'25", AN ARC DISTANCE OF 34.94 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT A PARCEL OF LAND LYING WITHIN THE SOUTH 1/2 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 6; THENCE ALONG THE WEST LINE THEREOF RUN S00°45'14"W, 1486.52 FEET; THENCE DEPARTING SAID WEST LINE RUN S89°14'46"E, 2413.69 FEET TO THE POINT OF BEGINNING; THENCE N37°25'39"E, 504.96 FEET; THENCE S52°34'21"E, 498.00 FEET; THENCE S37°25'39"W, 390.16 FEET; THENCE S32°39'57"E, 95.67 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 382.50 FEET AND A CHORD BEARING AND DISTANCE OF S51°09'56"W, 169.83 FEET TO WHICH A RADIAL LINE BEARS S51°39'40"E; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 25°39'12", AN ARC DISTANCE OF 171.26 FEET TO THE POINT OF TANGENCY; THENCE S63°59'32"W, 80.70 FEET; THENCE N32°39'57"W, 309.84 FEET; THENCE N39°09'00"W, 152.09 FEET; THENCE N41°30'52"W, 73.64 FEET TO THE POINT OF BEGINNING.

CONTAINING 48.68 ACRES, MORE OR LESS.

PREPARED BY:  **CFB** | **CLYMER FARNER BARLEY**
CLYMER FARNER BARLEY, Inc.
4450 NE 83RD RD., WILWOOD, FL 34785
(850) 748-3196
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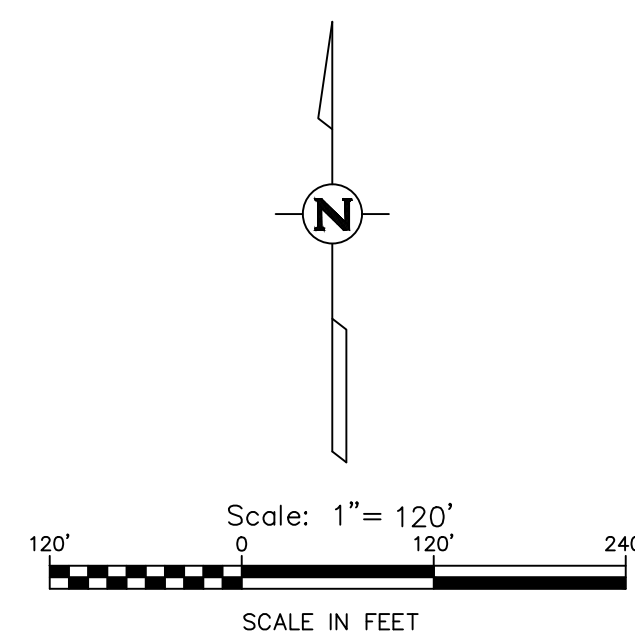
VILLAGES OF WEST LAKE UNIT NO. 44

SECTION 6, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

SHEET 2 OF 6

PLAT BOOK _____

PAGE _____



KEY MAP

TRACT TABLE		
TRACT	SQ. FT.	ACREAGE
A	16,381	0.38
B	177,039	4.06
C	94,822	2.18
D	83,960	1.93
E	93,811	2.15
F	94,566	2.17
G	101,577	2.33

NOTE

EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 5880,
PAGE 339. (STORMWATER RUNOFF, RETENTION & TREATED
EFFLUENT)

POINT OF
COMMENCEMENT

NORTHWEST CORNER OF
THE SOUTHWEST 1/4 OF
SECTION 6-20-24
FOUND 4"x4" CONCRETE MONUMENT
NO IDENTIFICATION

WEST LINE OF THE SOUTHWEST 1/4
OF SECTION 6-20-24

MEGGISON ROAD

UNPLATTED
VILLAGES OF WEST LAKE
UNIT NO. 50
(PROPOSED)

UNPLATTED
VILLAGES OF WEST LAKE
UNIT NO. 42
(PROPOSED)

UNPLATTED
VILLAGES OF WEST LAKE
UNIT NO. 43
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VILLAGES OF WEST LAKE
UNIT NO. 43
(PROPOSED)

LEGEND

- INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #4709), UNLESS OTHERWISE NOTED.
- INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET (LB #4709)
- INDICATES P.K. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #4709 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
- INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.091(9) FLORIDA STATUTES. (SEE NOTE #6.)
- C9 INDICATES CURVE NUMBER IN CURVE TABLE
- L9 INDICATES LINE NUMBER IN LINE TABLE
- Δ INDICATES CENTERLINE
- CB INDICATES DELTA (CENTRAL ANGLE OF CURVE)
- CH INDICATES CHORD BEARING
- CH INDICATES CHORD DISTANCE
- L INDICATES ARC LENGTH
- LB INDICATES LICENSED BUSINESS
- NO INDICATES NUMBER
- ORB INDICATES OFFICIAL RECORDS BOOK
- PC INDICATES POINT OF CURVATURE
- POC INDICATES POINT ON CURVE
- PCC INDICATES POINT OF COMPOUND CURVATURE
- PRC INDICATES POINT OF REVERSE CURVATURE
- PT INDICATES POINT OF TANGENCY
- R INDICATES RADIUS LENGTH
- (R) INDICATES RADIAL LINE
- DRA INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
- GFE INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
- SE INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS; DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.
- PB INDICATES PLAT BOOK
- PG INDICATES PAGE
- PCS INDICATES PAGES
- SQ FT INDICATES SQUARE FEET
- R/W INDICATES RIGHT-OF-WAY

POINT OF BEGINNING

(NOT INCLUDED)

NO INCLUDED
NOT A
PART OF THIS
PLAT

EAST LINE OF THE
SOUTHWEST 1/4 OF
SECTION 6-20-24

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VILLAGES OF WEST LAKE
UNIT NO. 51
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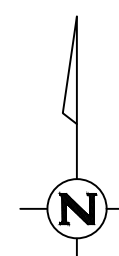
VILLAGES OF WEST LAKE UNIT NO. 44

SECTION 6, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

SHEET 3 OF 6

PLAT BOOK

PAGE



Scale: 1" = 60'
0 60 120
SCALE IN FEET

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C1	51.12'	475.00'	6°09'58"	N60°01'58"E	51.09'
C2	90.94'	475.00'	10°58'09"	N51°27'55"E	90.80'
C37	65.24'	1013.50'	3°41'17"	N43°34'18"W	65.23'
C38	57.71'	896.50'	3°41'17"	N43°34'18"W	57.70'
C39	57.71'	896.50'	3°41'17"	N47°15'34"W	57.70'
C40	65.24'	1013.50'	3°41'17"	N47°15'34"W	65.23'
C41	0.86'	1013.50'	0°02'56"	N49°07'41"W	0.86'
C42	58.29'	106.50'	31°21'30"	S33°28'24"E	57.56'
C43	144.60'	896.50'	9°14'29"	N53°43'27"W	144.44'
C44	36.27'	896.50'	2°19'04"	N59°30'14"W	36.26'
C45	59.00'	106.50'	31°44'30"	S01°55'24"E	58.25'
C46	43.64'	106.50'	23°28'48"	S25°41'15"W	43.34'
C47	31.42'	20.00'	90°00'00"	N07°34'21"W	28.28'
C48	43.88'	517.50'	4°51'30"	S50°08'36"E	43.87'
C49	22.95'	517.50'	2°32'29"	S46°26'37"E	22.95'
C50	30.04'	20.00'	86°03'16"	N88°12'00"W	27.29'
C51	50.80'	525.00'	5°32'39"	N51°32'41"E	50.78'
C52	59.26'	525.00'	6°28'01"	N57°33'01"E	59.22'
C53	21.37'	525.00'	2°19'56"	N61°56'59"E	21.37'
C54	25.24'	482.50'	2°59'48"	S46°40'16"E	25.23'
C55	30.04'	20.00'	86°03'17"	S02°08'45"E	27.29'
C56	24.61'	525.00'	2°41'07"	N39°32'20"E	24.60'
C59	31.15'	20.00'	89°13'53"	N82°48'43"E	28.09'
C60	37.08'	482.50'	4°24'11"	S50°22'16"E	37.07'
C61	31.68'	20.00'	90°46'08"	S07°11'17"E	28.47'
C64	31.42'	20.00'	90°00'00"	N82°25'39"E	28.28'
C65	31.42'	20.00'	90°00'00"	S07°34'21"E	28.28'
C67	31.42'	20.00'	90°00'00"	N82°25'39"E	28.28'
C81	58.98'	1048.50'	3°13'22"	N43°07'12"W	58.97'
C82	58.08'	1048.50'	3°10'26"	N46°19'06"W	58.08'
C83	22.82'	1048.50'	1°14'50"	N48°31'44"W	22.82'
C84	108.04'	71.50'	86°34'47"	S05°51'45"E	98.05'
C102	217.46'	500.00'	24°55'10"	N50°39'22"E	215.75'
C103	159.60'	500.00'	18°17'20"	N53°58'17"E	158.92'
C104	57.86'	500.00'	6°37'51"	N41°30'42"E	57.83'
C106	64.57'	500.00'	7°23'59"	S48°52'22"E	64.53'
C107	134.49'	89.00'	86°34'47"	S05°51'45"E	122.05'
C108	341.11'	1031.00'	18°57'36"	N39°40'21"W	339.62'

LINE TABLE		
LINE	LENGTH	BEARING
L1	17.30'	S63°06'57"W
L16	30.31'	S27°20'29"E
L17	18.55'	N37°25'39"E
L18	19.74'	S52°34'21"E
L19	5.35'	S42°17'09"W
L50	10.00'	N29°34'50"W

POINT OF COMMENCEMENT

NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 6-20-24
FOUND 4"x4" CONCRETE MONUMENT NO IDENTIFICATION

POINT OF BEGINNING

POINT OF BEGINNING (NOT INCLUDED)

LEGEND

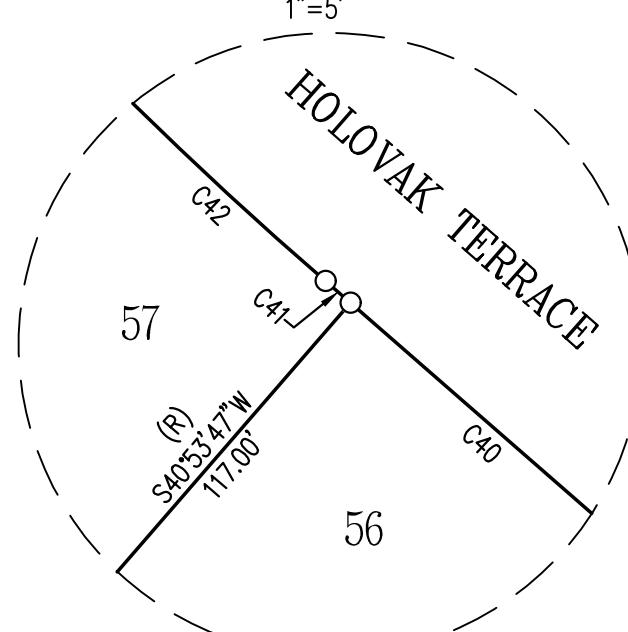
- INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #4709), UNLESS OTHERWISE NOTED.
- ▣ INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET (LB #4709)
- INDICATES P.K. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #4709 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
- INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.09(9) FLORIDA STATUTES. (SEE NOTE #5.)
- C9 INDICATES CURVE NUMBER IN CURVE TABLE
- L9 INDICATES LINE NUMBER IN LINE TABLE
| Δ | INDICATES CENTERLINE | |
| CB | INDICATES CHORD BEARING | |
| CH | INDICATES CHORD DISTANCE | |
| L | INDICATES ARC LENGTH | PB INDICATES PLAT BOOK |
| LB | INDICATES LICENSED BUSINESS | PG INDICATES PAGE |
| NO. | INDICATES NUMBER | PGS INDICATES PAGES |
| ORB | INDICATES OFFICIAL RECORDS BOOK | SQ FT INDICATES SQUARE FEET |
| PC | INDICATES POINT OF CURVATURE | R/W INDICATES RIGHT-OF-WAY |
| POC | INDICATES POINT ON CURVE | |
| PCC | INDICATES POINT OF COMPOUND CURVATURE | |
| PRC | INDICATES POINT OF REVERSE CURVATURE | |
| PT | INDICATES POINT OF TANGENCY | |
| R | INDICATES RADIUS LENGTH | |
| (R) | INDICATES RADIAL LINE | |
| DRA | INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES | |
| GFE | INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS) | |
| SE | INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA. | |

TRACT TABLE		
TRACT	SQ. FT.	ACREAGE
A	16,381	0.38
B	177,039	4.06
C	94,822	2.18
D	83,960	1.93
E	93,811	2.15
F	94,566	2.17
G	101,577	2.33

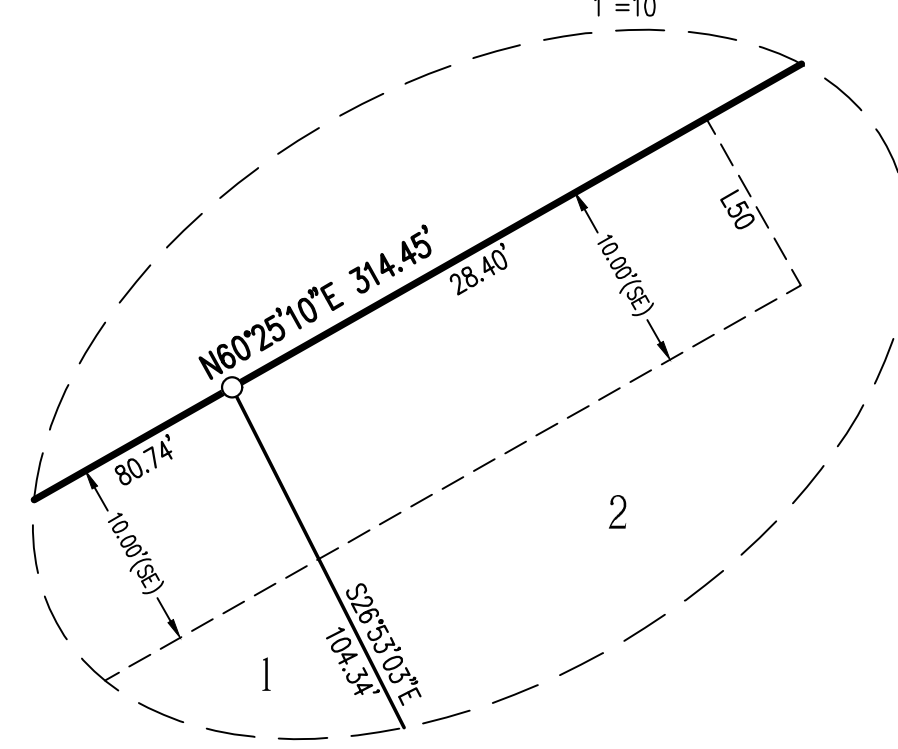
NOTE

EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 5880, PAGE 339. (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)

DETAIL "B"
1"=5'



DETAIL "C"
1"=10'



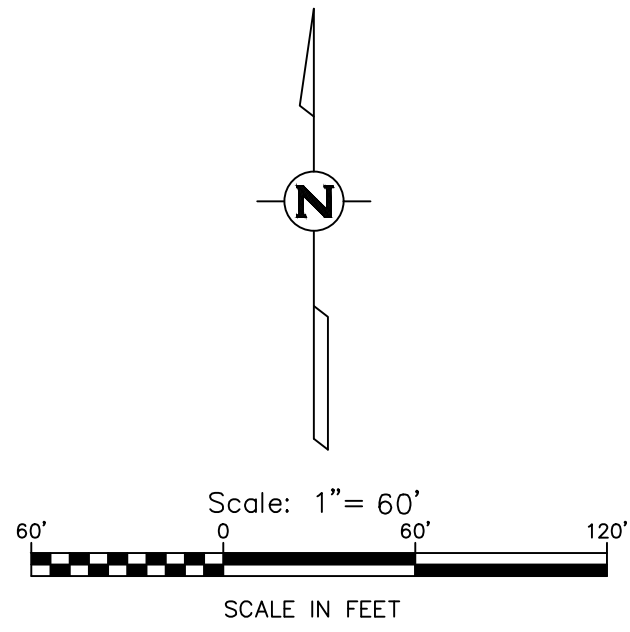
VILLAGES OF WEST LAKE UNIT NO. 44

SECTION 6, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

SHEET 4 OF 6

PLAT BOOK

PAGE



UNPLATTED
VILLAGES OF WEST LAKE
UNIT NO. 41
(PROPOSED)



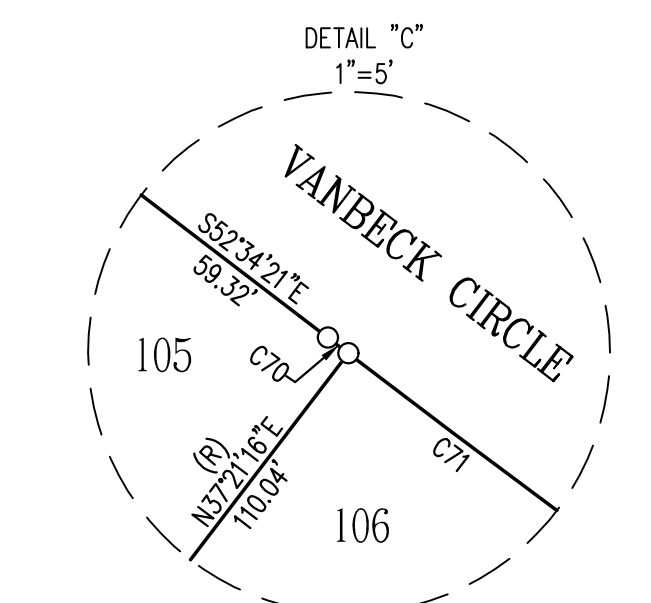
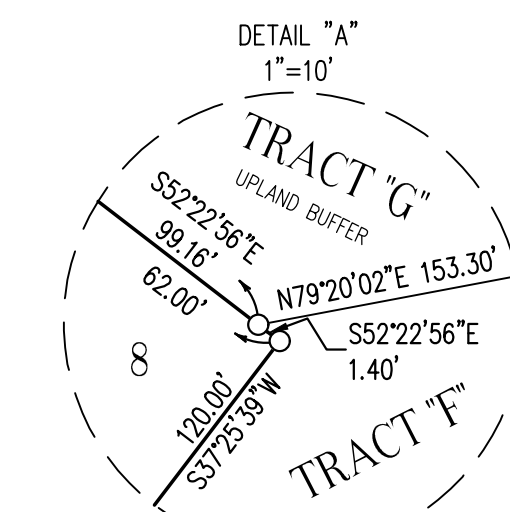
LINE TABLE		
LINE	LENGTH	BEARING
L2	65.11'	S70°20'50"E
L3	16.00'	S52°34'21"E
L4	14.35'	N17°42'35"E
L5	25.00'	S52°34'21"E
L6	9.73'	N17°42'35"E
L7	5.39'	S52°34'21"E
L18	19.74'	S52°34'21"E
L29	33.37'	N48°55'55"E
L30	37.18'	S86°18'52"E
L31	35.40'	S59°52'43"W
L32	18.12'	S16°52'24"E
L33	20.18'	S41°53'23"E

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.
C2	90.94'	475.00'	10°58'09"	N51°27'55"E
C3	49.87'	114.00'	25°03'46"	N67°43'03"W
C4	5.20'	114.00'	2°36'49"	N53°52'46"W
C5	58.76'	475.00'	7°05'17"	S56°07'00"E
C47	31.42'	20.00'	90°00'00"	N07°34'21"W
C48	43.88'	517.50'	4°51'30"	S50°08'36"E
C49	22.95'	517.50'	2°32'29"	S46°26'37"E
C50	30.04'	20.00'	86°03'16"	N88°12'00"W
C51	50.80'	525.00'	5°32'39"	N51°32'41"E
C54	25.24'	482.50'	2°59'48"	S46°40'16"E
C55	30.04'	20.00'	86°03'17"	S02°08'45"E
C56	24.61'	525.00'	2°41'07"	N39°32'20"E
C57	99.67'	64.00'	89°13'52"	S82°48'43"W
C58	31.68'	20.00'	90°46'08"	N07°11'17"W
C59	31.15'	20.00'	89°13'53"	N82°48'43"E
C60	37.08'	482.50'	4°24'11"	S50°22'16"E
C61	31.68'	20.00'	90°46'08"	S07°11'17"E
C62	31.15'	20.00'	89°13'52"	S82°48'43"W
C63	31.42'	20.00'	90°00'01"	N07°34'21"W
C64	31.42'	20.00'	90°00'00"	N82°25'39"E
C65	31.42'	20.00'	90°00'00"	S07°34'21"E
C66	31.42'	20.00'	90°00'01"	S82°25'39"W
C67	31.42'	20.00'	90°00'00"	N82°25'39"E
C68	31.42'	20.00'	90°00'00"	N07°34'21"E
C69	31.42'	20.00'	90°00'00"	S82°25'39"W
C70	0.67'	525.00'	0°04'23"	S52°36'33"E
C71	59.10'	525.00'	6°27'00"	S55°52'14"E
C102	217.46'	500.00'	24°55'10"	N50°39'22"E
C104	57.86'	500.00'	6°37'51"	N41°30'42"E
C105	138.61'	89.00'	89°13'52"	S82°48'43"W
C106	64.57'	500.00'	7°23'59"	S48°52'22"E
C115	61.86'	500.00'	7°05'18"	S56°07'00"E
C124	30.10'	44.50'	38°45'37"	S40°29'54"W
C125	34.16'	25.50'	76°45'06"	N21°30'10"E
C126	56.38'	100.50'	32°08'34"	N25°49'06"W
C127	49.33'	25.50'	110°49'43"	S82°41'45"W
C128	49.93'	44.50'	64°16'56"	S59°25'21"E
C129	44.62'	50.50'	50°37'23"	S66°15'07"W

TRACT TABLE		
TRACT	SQ. FT.	ACREAGE
A	16,381	0.38
B	177,039	4.06
C	94,822	2.18
D	83,960	1.93
E	93,811	2.15
F	94,566	2.17
G	101,577	2.33

NOTE

EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 5880, PAGE 339 (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)



PREPARED BY:



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WWW.CFB-INC.COM CA #4709

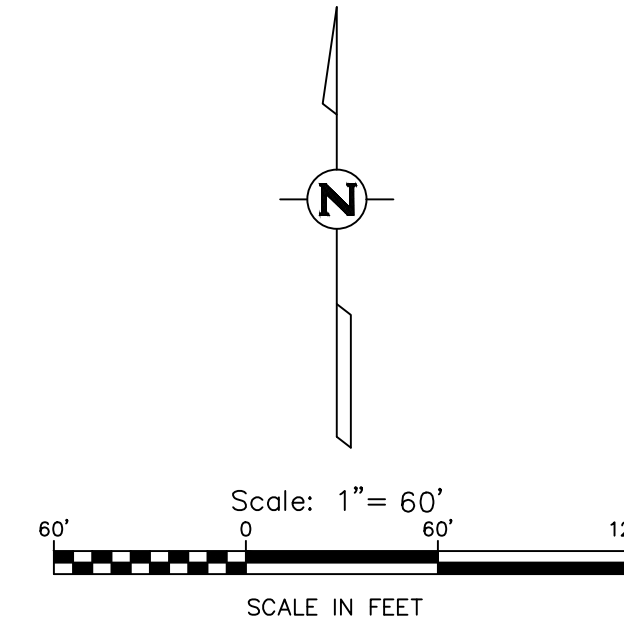
VILLAGES OF WEST LAKE UNIT NO. 44

SECTION 6, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

SHEET 5 OF 6

PLAT BOOK

PAGE



TRACT TABLE		
TRACT	SQ. FT.	ACREAGE
A	16,381	0.38
B	177,039	4.06
C	94,822	2.18
D	83,960	1.93
E	93,811	2.15
F	94,566	2.17
G	101,577	2.33

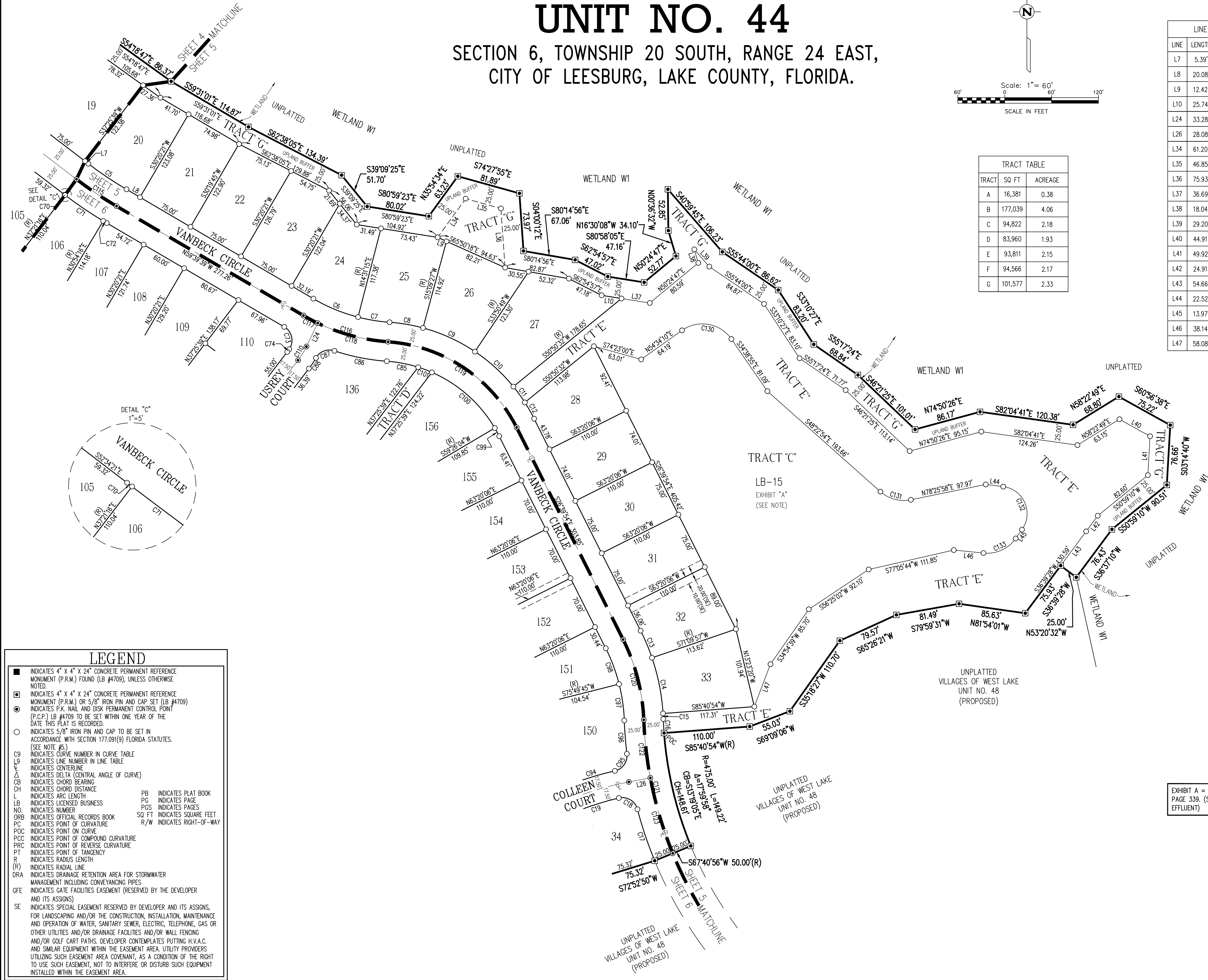
LINE TABLE		
LINE	LENGTH	BEARING
L7	5.39'	S52°34'21"E
L8	20.08'	N59°39'39"W
L9	12.42'	S65°50'18"E
L10	25.74'	S80°58'05"E
L24	33.28'	S25°36'00"W
L26	28.08'	S79°15'09"W
L34	61.20'	N35°54'34"E
L35	46.85'	S74°27'55"E
L36	75.93'	S4°00'12"E
L37	36.69'	S80°58'05"E
L38	18.04'	N16°30'08"W
L39	29.20'	S40°59'45"E
L40	44.91'	S60°56'38"E
L41	49.92'	S31°44'40"W
L42	24.91'	S36°32'06"W
L43	54.66'	S36°39'28"W
L44	22.52'	S82°42'47"E
L45	13.97'	S35°33'46"W
L46	38.14'	N84°08'58"W
L47	58.08'	S20°47'25"W

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C5	58.76'	475.00'	705°17"	S56°07'00"E	58.73'
C6	62.12'	225.00'	15°49'07"	S67°34'12"E	61.92'
C7	41.00'	225.00'	10°26'28"	S80°42'00"E	40.95'
C8	43.50'	225.00'	11°04'41"	N80°22'53"W	43.44'
C9	73.39'	225.00'	18°41'21"	N65°29'52"W	73.07'
C10	66.74'	225.00'	16°59'43"	N47°39'20"W	66.50'
C11	25.05'	225.00'	6°22'46"	N35°58'06"W	25.04'
C12	24.01'	225.00'	6°06'49"	N29°43'18"W	24.00'
C13	37.58'	275.00'	7°49'51"	N22°44'59"W	37.56'
C14	72.93'	275.00'	15°11'38"	N11°14'14"W	72.71'
C15	7.11'	275.00'	1°28'51"	N02°53'59"W	7.11'
C16	17.90'	475.00'	2°09'32"	S03°14'20"E	17.90'
C17	69.54'	525.00'	7°35'22"	S18°31'23"E	69.49'
C18	30.89'	20.00'	88°29'09"	N58°58'17"W	27.91'
C19	63.95'	382.50'	9°34'48"	S71°59'45"W	63.88'
C70	0.67'	525.00'	0°04'23"	S52°36'33"E	0.67'
C71	59.10'	525.00'	6°27'00"	S55°52'14"E	59.07'
C72	5.18'	525.00'	0°33'55"	S59°22'41"E	5.18'
C73	32.83'	20.00'	94°03'26"	N12°37'56"W	29.27'
C74	4.36'	82.50'	3°01'52"	N35°54'43"E	4.36'
C85	40.94'	175.00'	13°24'20"	N79°13'04"W	40.85'
C86	68.54'	275.00'	14°16'47"	S78°46'50"E	68.36'
C87	27.53'	20.00'	78°51'17"	S68°55'55"W	25.40'
C88	16.25'	117.50'	7°55'23"	N33°27'58"E	16.24'
C94	59.27'	417.50'	8°08'02"	S73°08'11"W	59.22'
C95	29.33'	20.00'	84°02'05"	N35°11'09"E	26.77'
C96	42.81'	525.00'	4°40'20"	S04°29'43"E	42.80'
C97	47.17'	225.00'	12°00'41"	N08°09'54"W	47.08'
C98	49.06'	225.00'	12°29'39"	N20°25'04"W	48.97'
C99	11.91'	175.00'	3°54'03"	N28°36'55"W	11.91'
C100	109.31'	175.00'	35°47'18"	N48°27'35"W	107.54'
C101	18.82'	175.00'	6°09'40"	N69°26'04"W	18.81'
C110	20.64'	100.00'	11°49'39"	N31°30'49"E	20.61'
C115	61.86'	500.00'	7°05'18"	S56°07'00"E	61.82'
C116	114.58'	250.00'	26°15'35"	S72°47'26"E	113.58'
C117	20.68'	250.00'	4°44'21"	S62°01'49"E	20.67'
C118	93.90'	250.00'	21°31'14"	S75°09'37"E	93.35'
C119	206.84'	200.00'	59°15'20"	N56°17'34"W	197.75'
C120	106.93'	250.00'	24°30'20"	N14°24'44"W	106.11'
C121	175.92'	500.00'	20°09'30"	S12°14'19"E	175.01'
C122	74.95'	500.00'	8°35'17"	S06°27'12"E	74.88'
C123	100.97'	500.00'	11°34'13"	S16°31'57"E	100.80'
C130	71.30'	45.00'	90°46'54"	N80°02'23"W	64.07'
C131	41.77'	45.00'	53°11'07"	S74°58'28"E	40.29'
C132	72.25'	35.00'	118°16'32"	N23°34'31"W	60.09'
C133	47.35'	45.00'	60°17'17"	N65°42'24"E	45.20'

NOTE

EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 5880, PAGE 339. (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)

PREPARED BY:



LEGEND

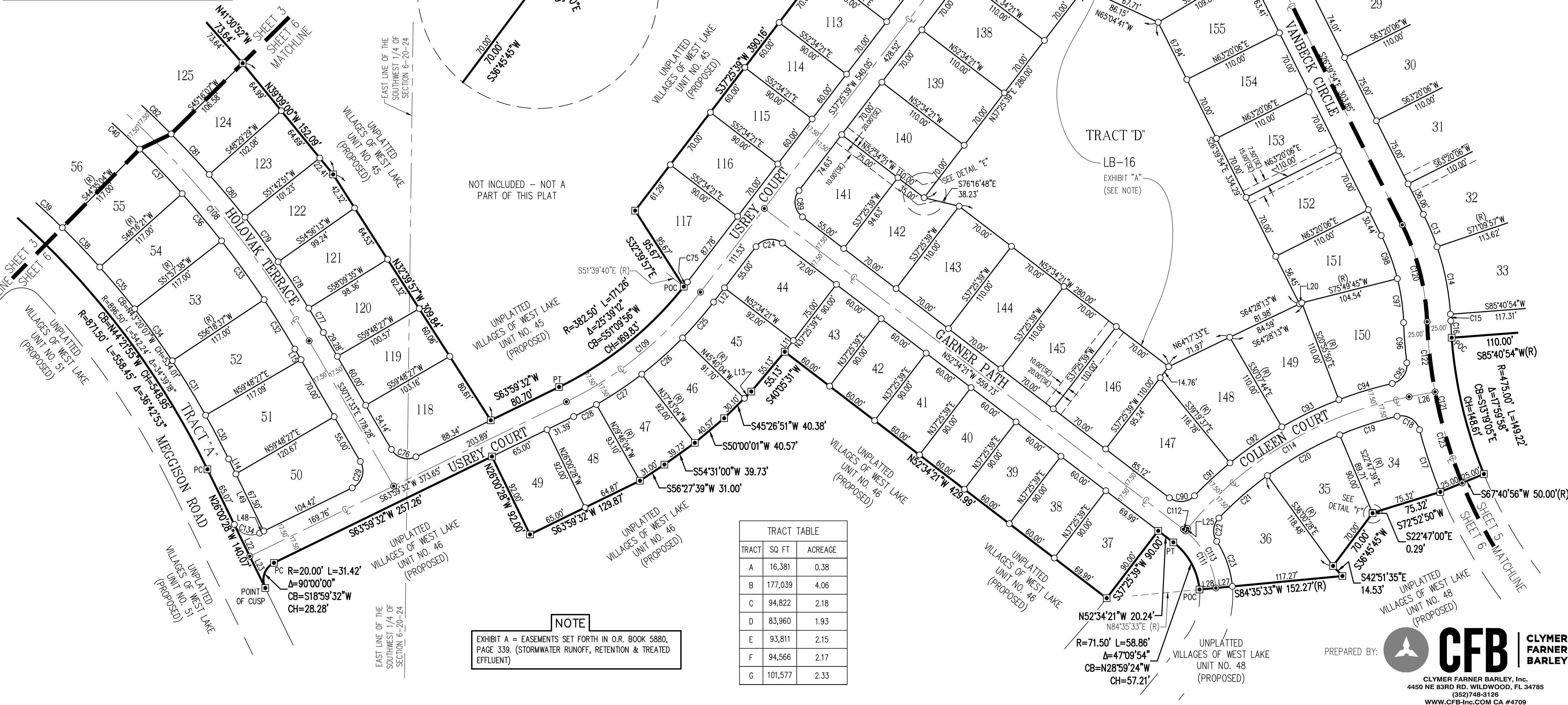
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- INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET (LB #4709)
- INDICATES P.K. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #4709 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
- INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.09(9) FLORIDA STATUTES. (SEE NOTE #5.)
- C9 INDICATES CURVE NUMBER IN CURVE TABLE
- L9 INDICATES LINE NUMBER IN LINE TABLE
- Δ INDICATES CENTERLINE
- CB INDICATES CHORD BEARING
- CH INDICATES CHORD DISTANCE
- L INDICATES ARC LENGTH
- LB INDICATES LICENSED BUSINESS
- NO. INDICATES NUMBER
- ORB INDICATES OFFICIAL RECORDS BOOK
- PC INDICATES POINT OF CURVATURE
- POC INDICATES POINT ON CURVE
- PRC INDICATES POINT OF COMPOUND CURVATURE
- PT INDICATES POINT OF TANGENCY
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- (R) INDICATES RADIAL LINE
- DRA INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
- GFE INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
- SE INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS, DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.
- PB INDICATES PLAT BOOK
- PG INDICATES PAGE
- PCS INDICATES PAGES
- SQ. FT. INDICATES SQUARE FEET
- R/W INDICATES RIGHT-OF-WAY

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C5	58.76'	475.00'	7°05'17"	S56°07'00"E	58.73'
C6	62.12'	225.00'	15°49'07"	S67°34'12"E	61.92'
C7	41.00'	225.00'	10°26'28"	S80°42'00"E	40.95'
C8	43.50'	225.00'	11°04'41"	N80°22'53"W	43.44'
C9	73.39'	225.00'	18°41'21"	N65°29'52"W	73.07'
C10	66.74'	225.00'	16°59'43"	N47°39'20"W	66.50'
C11	25.05'	225.00'	6°22'46"	N35°58'06"W	25.04'
C12	24.01'	225.00'	6°06'49"	N29°43'18"W	24.00'
C13	37.58'	275.00'	7°49'51"	N22°44'59"W	37.56'
C14	72.93'	275.00'	15°11'38"	N11°14'14"W	72.71'
C15	7.11'	275.00'	1°28'51"	N02°53'59"W	7.11'
C16	17.90'	475.00'	2°09'32"	S03°14'20"E	17.90'
C17	69.54'	525.00'	7°35'22"	S18°31'23"E	69.49'
C18	30.89'	20.00'	88°29'09"	N58°58'17"W	27.91'
C19	63.95'	382.50'	9°34'48"	S71°59'45"W	63.88'
C20	88.21'	382.50'	13°12'49"	S60°35'56"W	88.02'
C21	68.48'	382.50'	10°15'29"	S48°51'47"W	68.39'
C22	26.76'	20.00'	76°39'46"	S05°24'10"W	24.81'
C23	51.16'	106.50'	27°31'16"	N19°10'05"W	50.67'
C24	31.42'	20.00'	90°00'00"	S82°25'39"W	28.28'
C25	50.31'	417.50'	6°54'17"	N40°52'47"E	50.28'
C26	57.93'	417.50'	7°57'00"	N48°18'26"E	57.88'
C27	57.93'	417.50'	7°57'00"	N56°15'26"E	57.88'
C28	27.40'	417.50'	3°45'36"	N62°06'44"E	27.39'
C29	32.88'	20.00'	94°11'06"	N16°54'00"E	29.30'
C30	52.54'	896.50'	3°21'28"	N27°41'12"W	52.53'
C31	67.66'	896.50'	4°19'27"	N31°31'39"W	67.64'
C32	61.86'	1013.50'	3°29'50"	N31°56'28"W	61.85'
C33	76.95'	1013.50'	4°21'00"	N35°51'52"W	76.93'
C34	68.06'	896.50'	4°21'00"	N35°51'52"W	68.05'
C35	57.71'	896.50'	3°41'17"	N39°53'01"W	57.70'
C36	65.24'	1013.50'	3°41'17"	N39°53'01"W	65.23'
C37	65.24'	1013.50'	3°41'17"	N43°34'18"W	65.23'
C38	57.71'	896.50'	3°41'17"	N43°34'18"W	57.70'
C39	57.71'	896.50'	3°41'17"	N47°15'34"W	57.70'
C40	65.24'	1013.50'	3°41'17"	N47°15'34"W	65.23'
C70	0.67'	525.00'	0°04'23"	S52°36'33"E	0.67'
C71	59.10'	525.00'	6°27'00"	S55°52'14"E	59.07'
C72	5.18'	525.00'	0°33'55"	S59°22'41"E	5.18'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C73	32.83'	20.00'	94°03'26"	N12°37'56"W	29.27'
C74	4.36'	82.50'	3°01'52"	N35°54'43"E	4.36'
C75	6.08'	382.50'	0°54'41"	N37°52'59"E	6.08'
C76	29.96'	20.00'	85°48'55"	S73°06'00"E	27.23'
C77	30.16'	1048.50'	1°38'52"	N31°00'59"W	30.15'
C78	58.98'	1048.50'	3°13'22"	N33°27'06"W	58.97'
C79	58.98'	1048.50'	3°13'22"	N36°40'28"W	58.97'
C80	58.98'	1048.50'	3°13'22"	N39°53'50"W	58.97'
C81	58.98'	1048.50'	3°13'22"	N43°07'12"W	58.97'
C82	58.08'	1048.50'	3°10'26"	N46°19'06"W	58.08'
C85	40.94'	175.00'	13°24'20"	N79°13'04"W	40.85'
C86	68.54'	275.00'	14°16'47"	S78°46'50"E	68.36'
C87	27.53'	20.00'	78°51'17"	S68°55'55"W	25.40'
C88	16.25'	117.50'	7°55'23"	N33°27'58"E	16.24'
C89	31.42'	20.00'	90°00'01"	S07°34'22"E	28.28'
C90	29.25'	20.00'	83°48'32"	N85°31'23"E	26.72'
C91	51.40'	417.50'	7°03'16"	S47°08'45"W	51.37'
C92	67.02'	417.50'	9°11'53"	S55°16'20"W	66.95'
C93	67.02'	417.50'	9°11'53"	S64°28'13"W	66.95'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C94	59.27'	417.50'	8°08'02"	S73°08'11"W	59.22'
C95	29.33'	20.00'	84°02'05"	N35°11'09"E	26.77'
C96	42.81'	525.00'	4°40'20"	S04°29'43"E	42.80'
C97	47.17'	225.00'	12°00'41"	N08°09'54"W	47.08'
C98	49.06'	225.00'	12°29'39"	N20°25'04"W	48.97'
C99	11.91'	175.00'	3°54'03"	N28°36'55"W	11.91'
C100	109.31'	175.00'	35°47'18"	N48°27'35"W	107.54'
C101	18.82'	175.00'	6°09'40"	N69°26'04"W	18.81'
C108	341.17'	1031.00'	18°57'36"	N39°40'21"W	339.62'
C109	185.46'	400.00'	26°33'53"	N50°42'35"E	183.80'
C110	20.64'	100.00'	11°49'39"	N31°30'49"E	20.61'
C111	73.26'	89.00'	47°09'57"	N28°59'26"W	71.21'
C112	2.93'	89.00'	1°53'21"	N51°37'44"W	2.93'
C113	70.33'	89.00'	45°16'36"	N28°02'45"W	68.51'
C114	278.81'	400.00'	39°56'13"	S59°17'03"W	273.20'
C115	61.86'	500.00'	7°05'18"	S56°07'00"E	61.82'
C116	114.58'	250.00'	26°15'35"	S72°47'26"E	113.58'
C117	20.68'	250.00'	4°44'21"	S62°01'49"E	20.67'
C118	93.90'	250.00'	21°31'14"	S75°09'37"E	93.35'
C119	206.84'	200.00'	59°15'20"	N56°17'34"W	197.75'
C120	106.93'	250.00'	24°30'20"	N14°24'44"W	106.11'
C122	74.95'	500.00'	8°35'17"	S06°27'12"E	74.88'
C123	100.97'	500.00'	11°34'13"	S16°31'57"E	100.80'
C134	31.42'	20.00'	90°00'00"	S71°00'28"E	28.28'

LINE TABLE		
LINE	LENGTH	BEARING
L7	5.39'	S52°34'21"E
L8	20.08'	N59°39'39"W
L11	15.00'	S37°25'39"W
L12	19.03'	S37°25'39"W
L13	10.28'	S45°26'51"W
L14	17.57'	N26°00'28"W
L15	12.94'	S30°11'33"E
L20	2.61'	S64°28'13"W
L21	18.44'	N65°04'41"W
L22	37.50'	S26°00'28"E
L23	37.50'	S26°00'28"E
L24	33.28'	S25°36'00"W
L25	3.55'	S39°18'57"W
L26	28.08'	S79°15'09"W
L27	17.50'	S84°35'33"W
L48	5.00'	S63°59'32"W
L49	85.07'	N26°00'28"W



TRACT TABLE		
TRACT	SQ. FT.	ACREAGE
A	16,381	0.38
B	177,039	4.06
C	94,822	2.18
D	83,960	1.93
E	93,811	2.15
F	94,566	2.17
G	101,577	2.33

SHEET 6 OF 6
PLAT BOOK _____
PAGE _____

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.3.

Meeting Date: June 13, 2022

From: Andi Purvis, (City Clerk)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, recognizing the 50th Anniversary of the Florida Association of City Clerks (FACC) and honoring this achievement.

Staff Recommendation:

Staff recommends approval of a Resolution celebrating the 50th Anniversary of the Florida Association of City Clerks (FACC).

Analysis:

The Florida Association of City Clerks (FACC) began in 1972 when its founder, the late Robert N. Clark, CMC, City Clerk of Sunrise, saw the need for an organization to bring together like-minded people to unite the voice of all municipal clerks, to share ideas and to assist one another in the work of municipal government.

FACC is the professional membership organization for Florida's municipal clerks and others who work within the clerk's office. The office of the Municipal Clerk is a time-honored and vital part of local government.

In 2022, FACC celebrates its 50th anniversary, and a golden anniversary is a momentous occasion worthy of commendation.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

None

Submission Date and Time: 6/8/2022 12:17:57 PM

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, RECOGNIZING THE 50TH ANNIVERSARY OF THE FLORIDA
ASSOCIATION OF CITY CLERKS (FACC) AND HONORING THIS
ACHIEVEMENT.**

WHEREAS, the Office of the Municipal Clerk is a time-honored and vital part of local government; and is one of the oldest among public servants; and

WHEREAS, the Office of the Municipal Clerk provides a professional and essential link between the citizens, the local governing bodies and intergovernmental agencies at the local, state and federal levels, along with other essential services; and

WHEREAS, the Florida Association of City Clerks (FACC) is the professional membership organization for Florida's municipal clerks and others who work within the clerk's office; and

WHEREAS, FACC began in 1972 when its founder, the late Robert N. Clark, CMC, City Clerk of Sunrise, saw the need for an organization to bring together like-minded people to unite the voice of all municipal clerks, to share ideas and to assist one another in the work of municipal government; and

WHEREAS, FACC celebrates its 50th anniversary in 2022, and a golden anniversary is a momentous occasion worthy of commendation and Florida's cities, towns and villages will all join in observation of this celebratory event; and

WHEREAS, municipal clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in educational programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations; and

WHEREAS, FACC is a primary source for the educational programs, seminars, workshops and webinars for educating Florida's municipal clerks and those who serve in the clerk's office, and municipal clerks look to FACC to provide the training needed to obtain their Certified Municipal Clerk (CMC) and Master Municipal Clerk (MMC) certifications; and

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

Section 1.

THAT the City of Leesburg, Florida hereby celebrates the 50th Anniversary of the Florida Association of City Clerks, and

Section 2.

THAT FACC is commended for 50 years of excellent service provided to the municipal clerks in the State of Florida.

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 13th day of June 2022.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.4.

Meeting Date: June 13, 2022

From: Andi Purvis, (City Clerk)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting a Right-of-Way Deed to the City of Leesburg from Village Community Development District No. 14, for the purpose of dedicating all roadways located within Villages of West Lake Unit No. 49 as described therein; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Right-of-way-Deed from Village Community Development District No. 14, for the roadways described therein.

Analysis:

Village Community Development District No. 14 is granting a Right-of-way-Deed to the City of Leesburg, Florida for dedicating all roadways located within Villages of West Lake Unit No. 49, per the Plat recorded in Plat Book 77, Pages 16 through 21, inclusive, Public Records of Lake County, Florida.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

None

Submission Date and Time: 6/8/2022 12:18:52 PM

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, ACCEPTING A RIGHT-OF-WAY DEED TO THE CITY OF
LEESBURG FROM VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO.
14, FOR THE PURPOSE OF DEDICATING ALL ROADWAYS LOCATED
WITHIN VILLAGES OF WEST LAKE UNIT NO. 49 AS DESCRIBED
THEREIN; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the Right-of-Way Deed granted to the City of Leesburg by Village Community Development District No. 14, for all roadways located within Villages of West Lake Unit No. 49, per the Plat recorded in Plat Book 77, Pages 16 through 21, inclusive, Public Records of Lake County, Florida, 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 13th day of June 2022.

Mayor

ATTEST:

City Clerk

This instrument prepared by:
Erick D. Langenbrunner, Esq.
3619 Kiessel Road
The Villages, Florida 32163

RETURN TO:
City of Leesburg
501 West Meadow Street
Leesburg, Florida 34748

RIGHT-OF-WAY DEED

THIS INDENTURE, made effective this 12th day of May, 2022, by **VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14**, a local unit of special purpose government created pursuant to Chapter 190, Florida Statutes, as amended, whose post office address is 984 Old Mill Run, The Villages, Florida 32162 ("Grantor"), to **THE CITY OF LEESBURG**, a Florida municipal corporation, whose post office address is 501 West Meadow Street, Leesburg, Florida 34748 ("Grantee").

(Wherever the context so admits or requires, the terms "Grantor" and "Grantee" are used for singular and plural, and respectively refer to the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained and sold to the Grantee, its successors or assigns forever, the following described land, situate, lying and being in Sumter County, Florida, to wit:

All roadways located within **Villages of West Lake Unit No. 49**, per the Plat recorded in Plat Book 77, Pages 16 through 21, inclusive, Public Records of Lake County, Florida.

Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whosoever, **reserving unto Grantor**, its successors and assigns, perpetual easements under and upon the unpaved areas of such roadways, including and not limited to islands and cul-de-sacs located within the roadways, if any.

GRANTEE, BY ACCEPTANCE OF THIS RIGHT-OF-WAY DEED, AGREES TO PERPETUALLY MAINTAIN THESE ROADWAYS BEGINNING ON THE DATE THAT IS TWO (2) YEARS AFTER THE DATE THAT THE CITY OF LEESBURG ENGINEER HAS CERTIFIED THAT CONSTRUCTION OF SUCH ROADWAYS HAS BEEN COMPLETED.

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

ATTEST:



Kenneth C. Blocker, District Manager

**VILLAGE COMMUNITY DEVELOPMENT
DISTRICT NO. 14**

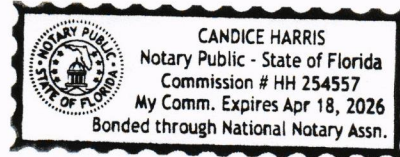


C. Dale Borrowman, Chair, Board of Supervisors

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 12th day of May, 2022, by C. Dale Borrowman, as Chair, Board of Supervisors, of and on behalf of Village Community Development District No. 14, for the purposes expressed herein, who is personally known to me.

Candice Harris
Notary Public - State of Florida
Print Name: Candice Harris
Commission Number: _____
Commission Expires: _____



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.5.

Meeting Date: June 13, 2022

From: Neil Gaines, (Deputy Director Public Works)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from Arnold Williams, Clinton Ruddock, and C.C. Pratt as Trustees of the State Board of Trustees of the Church of God for the State of Florida, Cocoa office, for the purpose of granting the City an Easement over the property described therein; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Resolution for a Utility Easement from Arnold Williams, Clinton Ruddock, and C.C. Pratt as Trustees of the State Board of Trustees of the Church of God for the State of Florida, Cocoa office.

Analysis:

Arnold Williams, Clinton Ruddock, and C.C. Pratt as Trustees of the State Board of Trustees of the Church of God for the State of Florida, Cocoa office, is granting a Utility Easement to the City of Leesburg, Florida for the purpose of construction, installation, alternation, operation, repair, maintenance, replacement, and improvement of underground or above ground utilities, including but not limit to water, wastewater, reclaimed water lines, natural gas, and electricity.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

None

Submission Date and Time: 6/8/2022 12:19:53 PM

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ACCEPTING A UTILITY EASEMENT TO THE CITY OF LEESBURG FROM ARNOLD WILLIAMS, CLINTON RUDDOCK, AND C.C. PRATT AS TRUSTEES OF THE STATE BOARD OF TRUSTEES OF THE CHURCH OF GOD FOR THE STATE OF FLORIDA, COCOA OFFICE, FOR THE PURPOSE OF GRANTING THE CITY AN EASEMENT OVER THE PROPERTY DESCRIBED THEREIN; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Utility Easement granted to the City of Leesburg by Arnold Williams, Clinton Ruddock, and C.C. Pratt as Trustees of the State Board of Trustees of the Church of God for the State of Florida, Cocoa office, for the purpose of granting the City a Utility Easement over, under, upon, across, through and within the real property described in the document, is hereby accepted.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 13th day of June 2022.

Mayor

ATTEST:

City Clerk

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

UTILITY EASEMENT

THIS UTILITY EASEMENT ("Easement") is hereby granted by **ARNOLD WILLIAMS, CLINTON RUDDOCK, AND C.C. PRATT** as **TRUSTEES OF THE STATE BOARD OF TRUSTEES OF THE CHURCH OF GOD FOR THE STATE OF FLORIDA, COCOA OFFICE**, with state headquarters in Brevard County, Florida, whose mailing address is Post Office Box 236335, Cocoa, Florida 32923, ("**GRANTOR**,"") to **THE CITY OF LEESBURG, FLORIDA**, a Florida Municipal corporation, whose mailing address is P.O. Box 490630, Leesburg, Florida 34749-0630, and its successors and assigns ("**GRANTEE**");

WITNESSETH:

THAT **GRANTOR**, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto **GRANTEE**, its successors and assigns forever, a perpetual non-exclusive easement for the construction, installation, alteration, operation, repair, maintenance, and replacement of utility improvements, including but not limited to water, wastewater, reclaimed water lines, natural gas and electricity and related facilities (the "**Facilities**"), over, under, upon, across, through and within the following described lands in Lake County, Florida, and referred to hereinafter as the "**Permanent Easement Area**" to wit:

SEE "PERMANENT EASEMENT" SECTION OF THE SKETCH OF DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"

together with a temporary easement for installation of the Facilities and utilities over, under, upon, across, through and within the following described lands in Lake County, Florida, and referred to hereinafter as the "**Temporary Easement Area**" to wit:

SEE "TEMPORARY EASEMENT" SECTION OF THE SKETCH OF DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"

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

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

GRANTOR warrants and covenants that **GRANTOR** is lawfully seized and in possession of the real property underlying the Easement Area, as specifically described and depicted in Exhibit "A" attached hereto, and has the right to convey this Easement, and that **GRANTEE**, its successors, successors-in-title

and assignees shall have quiet and peaceful possession, use, and enjoyment of this Easement. The rights, privileges, and burden of the Easement granted herein shall be a covenant running with the land and the rights and duties shall descend to the parties' successors and assigns. **GRANTEE** shall include **GRANTEE'S** agents, contractors, subcontractors, licensees, franchisees, employees, and other parties associated with Grantee in furtherance of the purposes herein set forth.

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

WITNESSES:

GRANTOR:

THE STATE BOARD OF TRUSTEES OF THE
CHURCH OF GOD FOR THE STATE OF
FLORIDA, COCOA OFFICE

Adrienne R. Smith
Signature
Adrienne C. Smith
Printed Name
[Signature]
Signature
Kevin Johnson
Printed Name

By: [Signature]
Arnold Williams, Trustee

STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 18 day of May, 2022, by Arnold Williams, as Trustee of THE STATE BOARD OF TRUSTEES OF THE CHURCH OF GOD FOR THE STATE OF FLORIDA, COCOA OFFICE, who is ☒ personally known to me or ☐ who produced the following identification:

Melissa Johnson
Notary Public Signature
Melissa Johnson
Notary Public Name
Melissa Johnson
Notary Public
State of Florida
Comm# HH048629
Expires 1/25/2025

My Commission Number: HH048629
My Expiration Date: 1-25-2025

(seal)
By: [Signature]
Clinton Ruddock, Trustee

Adrienne R. Smith
Signature
Adrienne L. Smith
Printed Name
[Signature]
Signature
Kevin Johnson
Printed Name

STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 18 day of May, 2022, by Clinton Ruddock, as Trustee of THE STATE BOARD OF TRUSTEES OF THE CHURCH OF GOD FOR THE STATE OF FLORIDA, COCOA OFFICE who is ☐ personally known to me or ☐ who produced the following identification:

Melissa Johnson
Notary Public Signature
Melissa Johnson
Notary Public Name
Melissa Johnson
Notary Public
State of Florida
Comm# HH048629
Expires 1/25/2025

My Commission Number: HH048629
My Expiration Date: 1-25-2025

(seal)

Adrienne L. Smith
Signature
Adrienne L. Smith
Printed Name

[Signature]
Signature
Kevin Johnson
Printed Name

By: C.C. Pratt
C.C. Pratt, Trustee

STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 18 day of May, 2022, by C.C. Pratt, as Trustee of THE STATE BOARD OF TRUSTEES OF THE CHURCH OF GOD FOR THE STATE OF FLORIDA, COCOA OFFICE who is ☒ personally known to me or ☐ who produced the following identification:

[Signature]
Notary Public Signature
Melissa Johnson
Notary Public Name

My Commission Number: H 11048629
My Expiration Date: 1-25-2025

(seal)



Melissa Johnson
Notary Public
State of Florida
Comm# HH048629
Expires 1/25/2025

CONSENT

THE FLORIDA STATE COUNCIL OF THE CHURCH OF GOD and ANTHONY PELT, STATE OVERSEER, pursuant to the terms and conditions of the Church of God Warranty Deed recorded in O.R. Book 1347, Page 2427, Public Records of Lake County, Florida, hereby consent to the grant and conveyance of the foregoing utility easement to the City of Leesburg, Florida.

THE FLORIDA STATE COUNCIL OF THE
CHURCH OF GOD

See Attachment

Adrienne L. Smith
Signature
Adrienne L. Smith
Printed Name
[Signature]
Signature
Kevin Johnson
Printed Name

By: _____

Printed Name: _____

Title: _____

STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 18 day of May, 2022, by All Councilmen, as All Councilmen of THE FLORIDA STATE COUNCIL OF THE CHURCH OF GOD who is ☒ personally known to me or ☐ who produced the following identification:

[Signature]
Notary Public Signature
Melissa Johnson
Notary Public Name

My Commission Number: H 11048629
My Expiration Date: 1-25-2025

(seal)



Melissa Johnson
Notary Public
State of Florida
Comm# HH048629
Expires 1/25/2025

Adrienne L. Smith
Signature

Adrienne L. Smith
Printed Name

[Signature]
Signature

Keven Johnson
Printed Name

By: [Signature]

Printed Name: Anthony Pelt

Title: State Overseer

STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 18 day of May, 2022, by Anthony Pelt, as State Overseer of THE FLORIDA STATE COUNCIL OF THE CHURCH OF GOD who is ☒ personally known to me or ☐ who produced the following identification:

[Signature]
Notary Public Signature

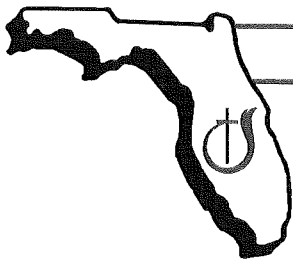
Melissa Johnson
Notary Public Name

My Commission Number: HH048629
My Expiration Date: 1-25-2025

(seal)



Melissa Johnson
Notary Public
State of Florida
Comm# HH048629
Expires 1/25/2025



CHURCH OF GOD EXECUTIVE OFFICE

P.O. BOX 236335
COCOA, FLORIDA 32923-6335
(321) 632-5660 • Fax (321) 639-8058
www.churchofgodflcocoa.org

STATE OR REGIONAL COUNCIL GUARANTY AGREEMENT

Be it resolved, on May 3, 2022 we, the State or Regional Council, acting in our official capacity, do hereby authorize Anthony T. Pelt to sign the required documents to ensure easement to the City of Leesburg.

Members of the State or Regional Council

✓ Kevin M. Hardy
Signature

Kevin M. Hardy
Print or Type

✓ Eddie L. Solomon
Signature

Eddie L. Solomon
Print or Type

✓ Edison Alexson
Signature

Edison Alexson
Print or Type

✓ _____
Signature

Print or Type

✓ Francis M. Maxwell
Signature

Francis M. Maxwell
Print or Type

✓ Sam Green
Signature

SAM GREEN
Print or Type

✓ Kelly Hardemon
Signature

Kelly Hardemon
Print or Type

✓ _____
Signature

Print or Type

✓ Terry L. Faghi
Signature

Terry L. Faghi
Print or Type

✓ Umah L. M'ike
Signature

Umah L. M'ike
Print or Type

✓ _____
Signature

Print or Type

✓ _____
Signature

Print or Type

State or Regional Overseer Certification.

I Anthony T. Pelt do hereby certify that the above signatures are the true signatures of the Florida Cocoa Church of God current State Regional Council. I further certify that I have given my approval for this application.

Anthony T. Pelt
Signature

5/18/2022
Date

EXHIBIT "A"

PARENT PARCEL:

Lands recorded in Official Records Book 1347, Pages 2427 thru 2430, of the Public Records of Lake County, Florida,

Treadway Church of God descriptions:

Permanent Easement:

A portion of lands recorded in Official Records Book 1347, Pages 2427 thru 2430, of the Public Records of Lake County, Florida, as being the East 198 feet of the Northeast Quarter of the Northeast Quarter of Section 14, Township 14 South, Range 25 East, Lake County, Florida

Beginning at the Northwest corner of the East 198 feet of the Northeast Quarter of the Northeast Quarter of Section 14, Township 14 South, Range 25 East, Lake County, Florida, said Point of Beginning being a point on the Southerly right of way of Treadway School Road, formerly Camp Street, as recorded in Plat Book 14, Pages 4 and 4A, of the Public Records of Lake County, Florida; Thence, run S. 00°43'17" W. along the West line of said East 198 feet, a distance of 5.00 feet; Thence, run S. 89°12'39" E. parallel with the North line of said Northeast Quarter of the Northeast Quarter, along a line that is 5.00 feet South of said North line when measured at right angles, a distance of 45.40 feet to the Westerly right of way of County Road 470, as recorded in Official Records Book 3771, Page 2280, in the Official Records of Lake County, Florida; Thence, run along said Westerly right of way N. 27°20'07" W., a distance of 5.67 feet to the aforementioned North line of the Northeast Quarter of the Northeast Quarter; Thence, run N. 89°12'39" W. along aforementioned North line, a distance of 42.73 feet to the Point of Beginning of this description.

Temporary Easement:

A portion of lands recorded in Official Records Book 1347, Pages 2427 thru 2430, of the Public Records of Lake County, Florida, as being the East 198 feet of the Northeast Quarter of the Northeast Quarter of Section 14, Township 14 South, Range 25 East, Lake County, Florida

A 20.00 foot wide temporary easement for the installation of utilities lying 10.00 feet, when measured at right angles, for the following described centerline of said temporary easement:

Commencing at the Northwest corner of the East 198 feet of the Northeast Quarter of the Northeast Quarter of Section 14, Township 14 South, Range 25 East, Lake County, Florida, said Point of Beginning being a point on the Southerly right of way of Treadway School Road, formerly Camp Street, as recorded in Plat Book 14, Pages 4 and 4A, of the Public Records of Lake County, Florida; Thence, run S. 00°43'17"W. along the West line of said East 198 feet, a distance of 135.30 feet to the Point of Beginning of this centerline description; Thence, run S.89°29'05"E., a distance of 205.52 feet to the Point of Terminus of this description. LESS: right of way of County Road 470.

AND:

The North 135.30 feet of the East 198 feet of the Northeast Quarter of the Northeast Quarter of Section 14, Township 14 South, Range 25 East, Lake County, Florida, lying West of the Westerly right of way of County Road 470

GENERAL NOTES

- 1: This is **NOT A BOUNDARY SURVEY**.
- 2: Sketch's herein are to show a graphical representation of the lands described hereon.
- 3: This sketch was prepared for the City of Leesburg and its assign's as there interests may appear. Use of this sketch by any other parties is Strictly forbidden.
- 4: Use of this sketch shown on sheet 2 for any other purpose than that stated in note (2) is the sole responsibility of the user. The City of Leesburg assumes no liability for the misuse of this information.
- 5: All information outside the labeled limits of this site is for general reference purposes only. Assumption of correctness outside of said site boundary is the liability of the user.
- 6: The Bearings, shown hereon, are relative to assumed datum and are Based on right of way survey information provided by Lake County Public Works, Lake County, Florida
- 7: This sketch and description contains 2 sheets in which NONE are valid without all remaining sheets.

SECTION: 14-19-25



CITY OF LEESBURG
COMMUNITY DEVELOPMENT
LAND MANAGEMENT
204 N. 5th ST. - P.O. BOX 490630
LEESBURG, FLORIDA 34749
PHONE (352) 728-9760
FAX (352) 728-9879

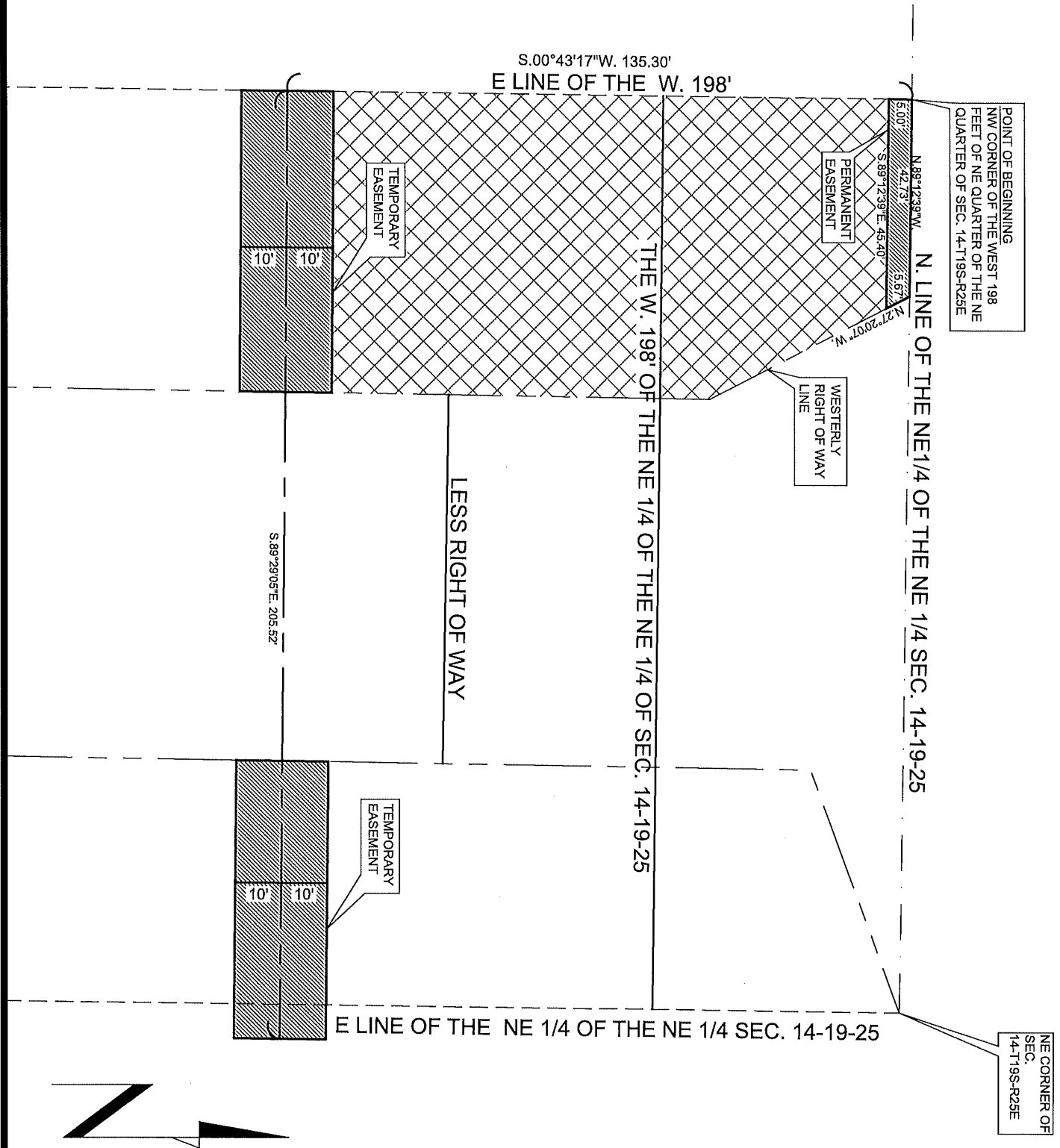
SKETCH OF DESCRIPTION

UTILITY EASEMENT
STATE BOARD OF TRUSTEES
CHURCH OF GOD, STATE OF FLOIRDA
to the CITY OF LEESBURG

DATE: 02/15/2022
DRAWN: ACP
CHECKED: NG
APPROVED: AP
SCALE: NTS
FILE NO.: EA22001

SHEET
NUMBER
1
OF
2

EXHIBIT "A"



SECTION: 14-19-25



CITY OF LEESBURG
COMMUNITY DEVELOPMENT
LAND MANGEMENT
204 N. 5th ST. - P.O. BOX 490630
LEESBURG, FLORIDA 34749
PHONE (352) 728-9760
FAX (352) 728-9879

SKETCH OF DESCRIPTION
UTILITY EASEMENT
STATE BOARD OF TRUSTEES
CHURCH OF GOD, STATE OF FLOIRDA
to the CITY OF LEESBURG

DATE: 02/15/2022
DRAWN: ACP
CHECKED: NG
APPROVED: AP
SCALE: NTS
FILE NO.: EA22001

SHEET
NUMBER
2
OF
2

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.6.

Meeting Date: June 13, 2022

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Amendment #1 to the Office Use Agreement between the City of Leesburg and Lake Economic Area Development (LEAD) Corporation; and providing an effective date.

Staff Recommendation:

Approve a Resolution which adopts the First Amendment to the LEAD Office Use Agreement.

Analysis:

On April 25, 2022, the City Commission approved an Office Use Agreement with LEAD (Lake Economic Area Development Corporation) to provide office space at the Airport Office building.

However, the offices to be used by LEAD needed renovations which would not be complete until January 2023. While all parties understood this dynamic, a temporary location was sought for LEAD.

This location was the incubator building at 600 Market Street. When LEAD team members visited the incubator building, they informed the City that the temporary location would serve their team better and even volunteered to assist the City manage the incubator, as they have this experience in Ocala. As a result, the amendment being considered by the City Commission changes the location of the Office Use from the Airport to 600 Market Street. All other terms of the Agreement stay the same.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

Submission Date and Time:

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
AMENDMENT #1 TO THE OFFICE USE AGREEMENT BETWEEN THE CITY
OF LEESBURG AND LAKE ECONOMIC AREA DEVELOPMENT (LEAD)
CORPORATION; 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 Amendment #1 to the Office Use Agreement with Lake Economic Area Development Corporation.

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 13th day of June 2022.

Mayor

ATTEST:

City Clerk

**OFFICE USE AGREEMENT
AMENDMENT #1**

THIS FIRST AMENDMENT is to the **OFFICE USE AGREEMENT** executed on the 25th day of April, 2022 between the **CITY OF LEESBURG, FLORIDA**, as Owner, and **LAKE ECONOMIC AREA DEVELOPMENT CORPORATION**, as Occupant.

NOW THEREFORE, this **FIRST AMENDMENT** will modify the following paragraphs:

The paragraph titled "**USE**" will be modified as follows:

USE. Owner shall provide, subject to the terms of the Agreement, use of three suites at the Owner's property, described as 600 Market Street, Leesburg, Florida.

The paragraph titled "**CONFERENCE ROOM USE**" will be modified as follows:

CONFERENCE ROOM USE. In addition to routine use of the assigned suites in 600 Market Street, Occupant shall be entitled to use of the conference room and other common areas of the facility.

All other provisions in the **OFFICE USE AGREEMENT** shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused their duly authorized representative to execute this Agreement on this 13th day of June 2022.

THE CITY OF LEESBURG, FLORIDA

By _____
Mike Pederson, Mayor

ATTEST: _____
City Clerk

APPROVED AS TO FORM AND CONTENT:

By _____
City Attorney

LAKE ECONOMIC AREA DEVELOPMENT CORPORATION

By: _____
Ben Pauluhn, President

WITNESSES:

By: _____

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.1.

Meeting Date: June 13, 2022

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

Subject: An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 7.93 +/- acres, and being generally located east of County Road 468 and north of Griffin Road, lying in Section 21, Township 19 South, Range 24 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 2; and providing an effective date. (Lake Co Holdings)

Staff Recommendation:

The Planning and Zoning staff and the Planning Commission recommend approval of the proposed ordinance for annexation of the Lake County Holdings Property.

Analysis:

The applicant has submitted a request for annexation of approximately 7.93 acres of land generally located east of County Road 468 and north of Griffin Road, as shown on the attached General Location Map. At this time, the property is vacant. The current zoning is Lake County R-7 (Mixed Residential District) and Lake County CP (Commercial Planned); the proposed zoning is City SPUD (Small Planned Unit Development). The reason for this request is to attain water and sewer service. The proposal of the property is for commercial use.

The property is surrounded by Lake County R-7 (Mixed Residential District), Lake County CP (Commercial Planned), and Lake County RP (Residential Professional). Under the conditions of the SPUD (Small Planned Unit Development) zoning case which is also on this agenda, no negative impacts are anticipated to adjacent properties.

Also, on this City Commission agenda, is a Small-Scale Comprehensive Plan Amendment, which, along with the Planned Unit Development Application, had recommendations for approval from the staff and Planning Commission at the public hearing held on May 19, 2022.

Procurement Analysis:

N/A

Options:

1. Approve the requested annexation. This would give the City jurisdiction over the use and future development of the subject site and provide for the application of City standards to this property; or
2. Disapprove the proposed annexation and allow the property to remain in the County.

Fiscal Impact:

A positive fiscal impact will result from the annexation and development of this property due to increased tax revenue added to the General Fund. Future development of the property will increase this anticipated impact.

Submission Date and Time: 6/8/2022 12:22:37 PM

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 7.93 +/- ACRES, AND BEING GENERALLY LOCATED EAST OF COUNTY ROAD 468 AND NORTH OF GRIFFIN ROAD, LYING IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; PROVIDING THAT SAID PROPERTY SO ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY; PROVIDING THAT SUCH ANNEXED PROPERTY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL SUCH TERRITORY HAD BEEN A PART OF THE CITY OF LEESBURG AT THE TIME OF PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES; PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE PLACED IN CITY COMMISSION DISTRICT 2; AND PROVIDING AN EFFECTIVE DATE. (LAKE CO HOLDINGS)

WHEREAS, the City Commission has received written objections, recommendations, and comments from the City of Leesburg Planning Commission, acting as the Local Planning Agenda, regarding amendment of the Comprehensive Plan of the City of Leesburg, and has made recommendations to the City Commission for approval of the Plan; and

WHEREAS, the City Commission of the City of Leesburg has held public hearings on the proposed amendment to the plan, in light of written comments, proposals and objections from the general public;

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

Section 1.

Based upon the petition of Charles Everett, Lake County Holdings, LLC, (Michael Rankin, LPG Urban & Regional Planners, Inc, Agent) for the property hereinafter described, shall be annexed into the city limits of the City of Leesburg, Florida, which petition has heretofore been approved by the City Commission of the City of Leesburg, Florida, pursuant to the provisions of the Laws of Florida, the hereinafter described property is hereby annexed and made a part of the city limits of the City of Leesburg, Florida. The subject property lying and situated in Lake County, Florida, is more particularly described as:

Legal Description
(See Exhibit A);

Section 2.

All of the property, real and personal, within said annexed territory, described in Section 1 above, as provided by this ordinance, and the inhabitants thereof, shall be subject to the government, jurisdiction, powers, franchises, duties, and privileges of the City of Leesburg, Florida, and the said annexed property shall be liable, proportionately, for all of the present outstanding and existing, as well as future, indebtedness of the City of Leesburg, Florida; that all of the ordinances of the City of Leesburg, and all the laws heretofore passed by the Legislature of the State of Florida relating to and which now or

hereafter constitute its Charter, shall apply to and have the same force and effect on such annexed territory as if all such annexed territory had been a part of the City of Leesburg, Florida, at the time of the passage and approval of said laws and ordinances. The property annexed hereby is assigned to City Commission District 2;

Section 3.

All ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed;

Section 4.

This ordinance shall become effective immediately upon approval at second reading.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the _____ day of _____, 2022.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

EXHIBIT A

LEGAL DESCRIPTION LAKE LAND HOLDINGS, LLC

Parcel 1 (per Official Records Book 5690 Pages 104-105)

The South 25 feet of Lot 26 of Edgewood Park Addition No 2, according to the plat thereof as recorded in Plat Book 12, Page 61, of the Public Records of Lake County, Florida.

Parcel 2

A part of Tract "A" in Edgewood Park Addition No. 2, according to the plat thereof as recorded in Plat Book 12, Page 61, of the Public Records of Lake County, Florida and described as follows: From the Southeast corner of the Southwest $\frac{1}{4}$ of Section 16, Township 19 South, Range 24 East, Lake County, Florida; run thence Northerly along the East line of the Southwest $\frac{1}{4}$, a distance of 33.00 feet to the North right of way line of Edgewood Road, for the Point of Beginning; thence N $89^{\circ}48'50''$ W, along the South line of Tract "A" (said line also being the North right of way line of Edgewood Road), a distance of 120.49 feet; thence N $00^{\circ}13'10''$ E, for a distance of 100 feet; thence N $89^{\circ}48'50''$ W a distance of 243.51 feet; thence S $00^{\circ}13'10''$ W, to the North right of way line of Edgewood Road, a distance of 100 feet; thence N $89^{\circ}48'50''$ W, along the North right of way of Edgewood Road, a distance of 679.73 feet, to the Southeast Corner of Lot 35 of Edgewood Park Addition No. 2; thence Northerly along the East line of Lots 34 and 35, a distance of 277.05 feet, to the Southeast corner of Lot 33; thence Easterly along the South line of Lots 32, 31, 30, 29, 28, 27, and 26, a distance of 750.00 feet, to the Southeast corner of Lot 26; thence Northerly along the East line of Lot 26, a distance of 25 feet; thence S $89^{\circ}48'50''$ E a distance of 150 feet; thence N $00^{\circ}13'10''$ E a distance of 125 feet, to the North line of Tract "A"; thence run Easterly, to the Northeast corner of Tract "A"; thence run Southerly, along the East line of Tract "A", to the North right of way line of Edgewood Road and the Southeast corner of Tract "A", said point being the Southwest corner of Lot 22 of Edgewood Park Addition No. 2, according to the plat thereof as recorded in Plat Book 12, Page 61, of the Public Records of Lake County, Florida; thence N $89^{\circ}48'50''$ W a distance of 50 feet to the Point of Beginning. LESS AND EXCEPT any portion of Tract "A" lying West of the southerly extension of the West line of Lot 26 of Edgewood Park Addition No. 2, according to the plat thereof as recorded in Plat Book 12, Page 61, of the Public Records of Lake County, Florida.

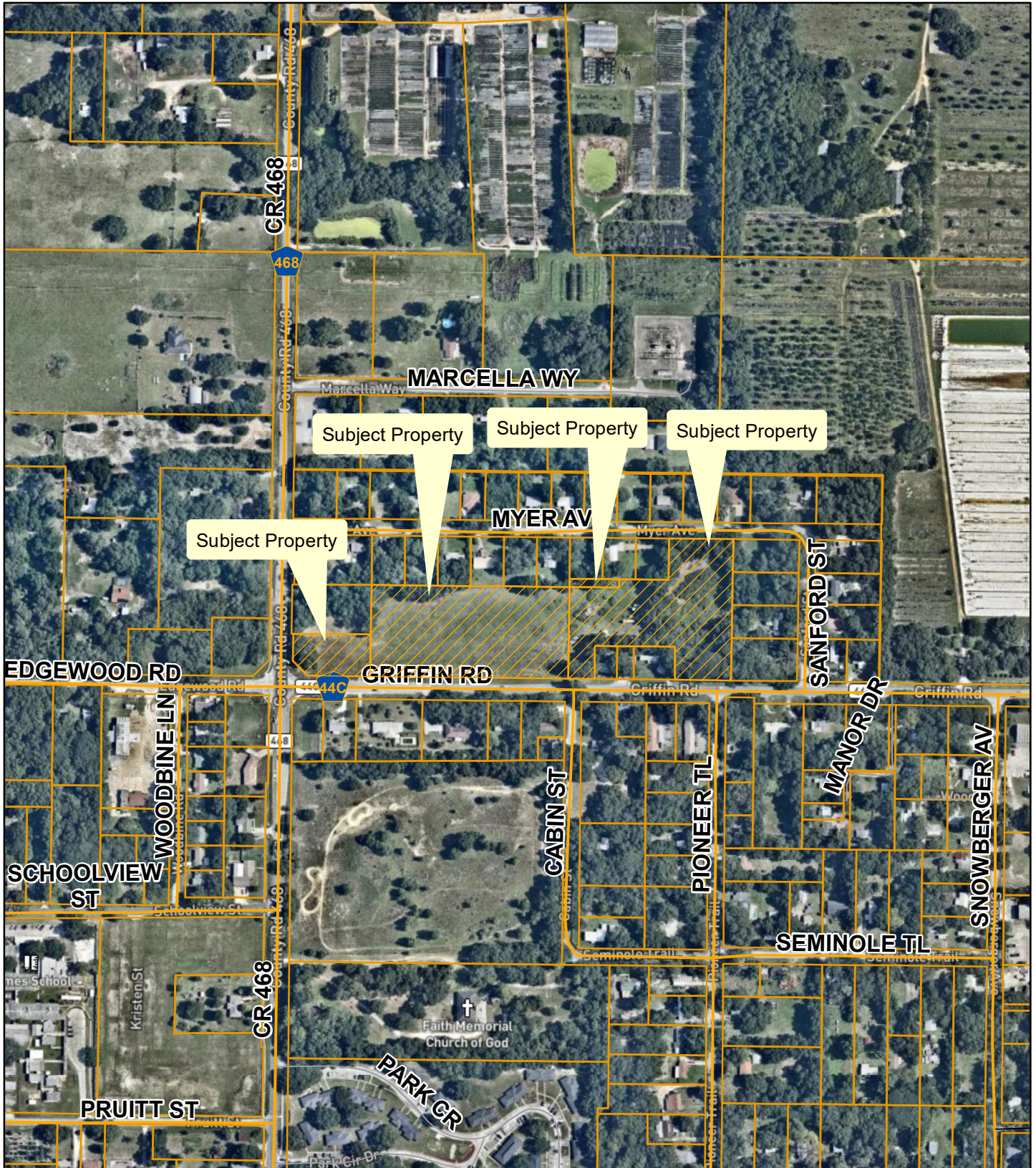
Parcel 1 (per Official Records Book 5600 Page 1287)

Lot 35 of Edgewood Park Addition No. 2, according to the plat thereof as recorded in Plat Book 12, Page 61, of the Public Records of Lake County, Florida less and except the following described parcel: Begin at the Northwest corner of Lot 35, thence run S $89^{\circ}52'50''$ E along the North line of Lot 35 for 5.00 feet, thence S $00^{\circ}17'20''$ W a distance of 81.69 feet, thence S $44^{\circ}45'45''$ E a distance of 63.58 feet, to the South line of said Lot 35, thence N $89^{\circ}48'50''$ W a distance of 50.00 feet to the West line of Lot 35, thence N $00^{\circ}17'20''$ E a distance of 126.80 feet to the Point of Beginning.

Parcel 3

A part of Tract "A" in Edgewood Park Addition No. 2, according to the plat thereof as recorded in Plat Book 12, Page 61, of the Public Records of Lake County, Florida and described as follows: From the Southeast corner of the Southwest $\frac{1}{4}$ of Section 16, Township 19 South, Range 24 East, Lake County, Florida; run thence Northerly along the East line of the Southwest $\frac{1}{4}$, a distance of 33.00 feet to the North right of way line of Edgewood Road, for the Point of Beginning; thence N 89°48'50" W, along the South line of Tract "A" (said line also being the North right of way line of Edgewood Road), a distance of 120.49 feet; thence N 00°13'10" E, for a distance of 100 feet; thence N 89°48'50" W a distance of 243.51 feet; thence S 00°13'10" W, to the North right of way line of Edgewood Road, a distance of 100 feet; thence N 89°48'50" W, along the North right of way of Edgewood Road, a distance of 679.73 feet, to the Southeast Corner of Lot 35 of Edgewood Park Addition No. 2; thence Northerly along the East line of Lots 34 and 35, a distance of 277.05 feet, to the Southeast corner of Lot 33; thence Easterly along the South line of Lots 32, 31, 30, 29, 28, 27, and 26, a distance of 750.00 feet, to the Southeast corner of Lot 26; thence Northerly along the East line of Lot 26, a distance of 25 feet; thence S 89°48'50" E a distance of 150 feet; thence N 00°13'10" E a distance of 125 feet, to the North line of Tract "A"; thence run Easterly, to the Northeast corner of Tract "A"; thence run Southerly, along the East line of Tract "A", to the North right of way line of Edgewood Road and the Southeast corner of Tract "A", said point being the Southwest corner of Lot 22 of Edgewood Park Addition No. 2, according to the plat thereof as recorded in Plat Book 12, Page 61, of the Public Records of Lake County, Florida; thence N 89°48'50" W a distance of 50 feet to the Point of Beginning. LESS AND EXCEPT any portion of Tract "A" lying East of the southerly extension of the West line of Lot 26 of Edgewood Park Addition No. 2, according to the plat thereof as recorded in Plat Book 12, Page 61, of the Public Records of Lake County, Florida.

Aerial



**Planning
& Zoning
Division**

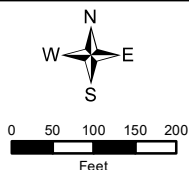


Lake County Holdings, LLC
 ANNX-22-125; SSCP-22-126; SPUD-22-127
 AK#s: 1242380, 2580437, 3433661, 1716969
 Section 21, Township 19 South, Range 24 East
 April 13, 2022

Surrounding Land Uses

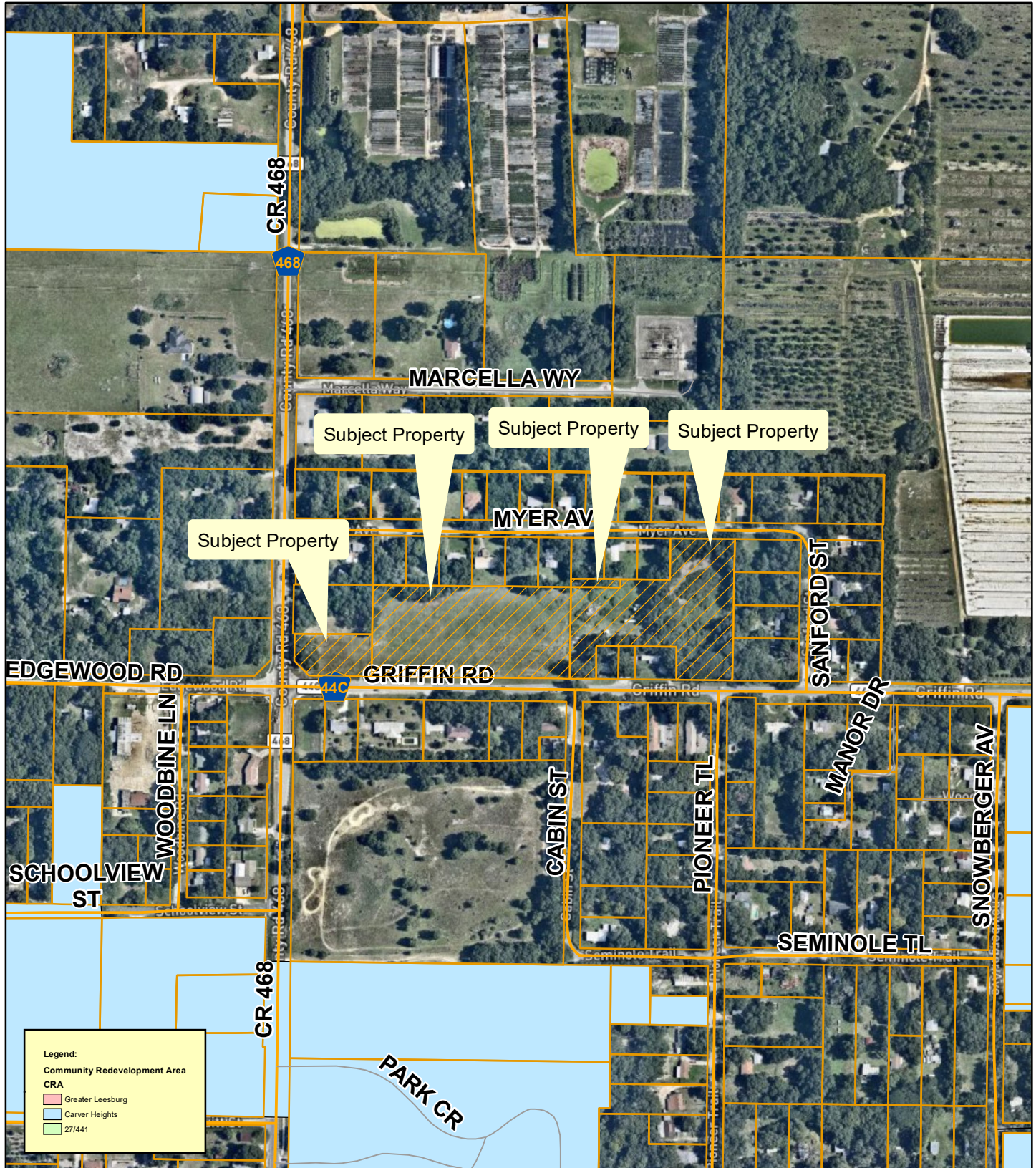


**Planning
& Zoning
Division**

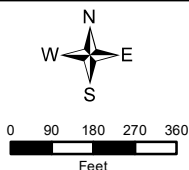


Lake County Holdings, LLC
 ANN-22-125; SSCP-22-126; SPUD-22-127
 AK#s: 1242380, 2580437, 3433661, 1716969
 Section 21, Township 19 South, Range 24 East
 April 13, 2022

Community Redevelopment Area

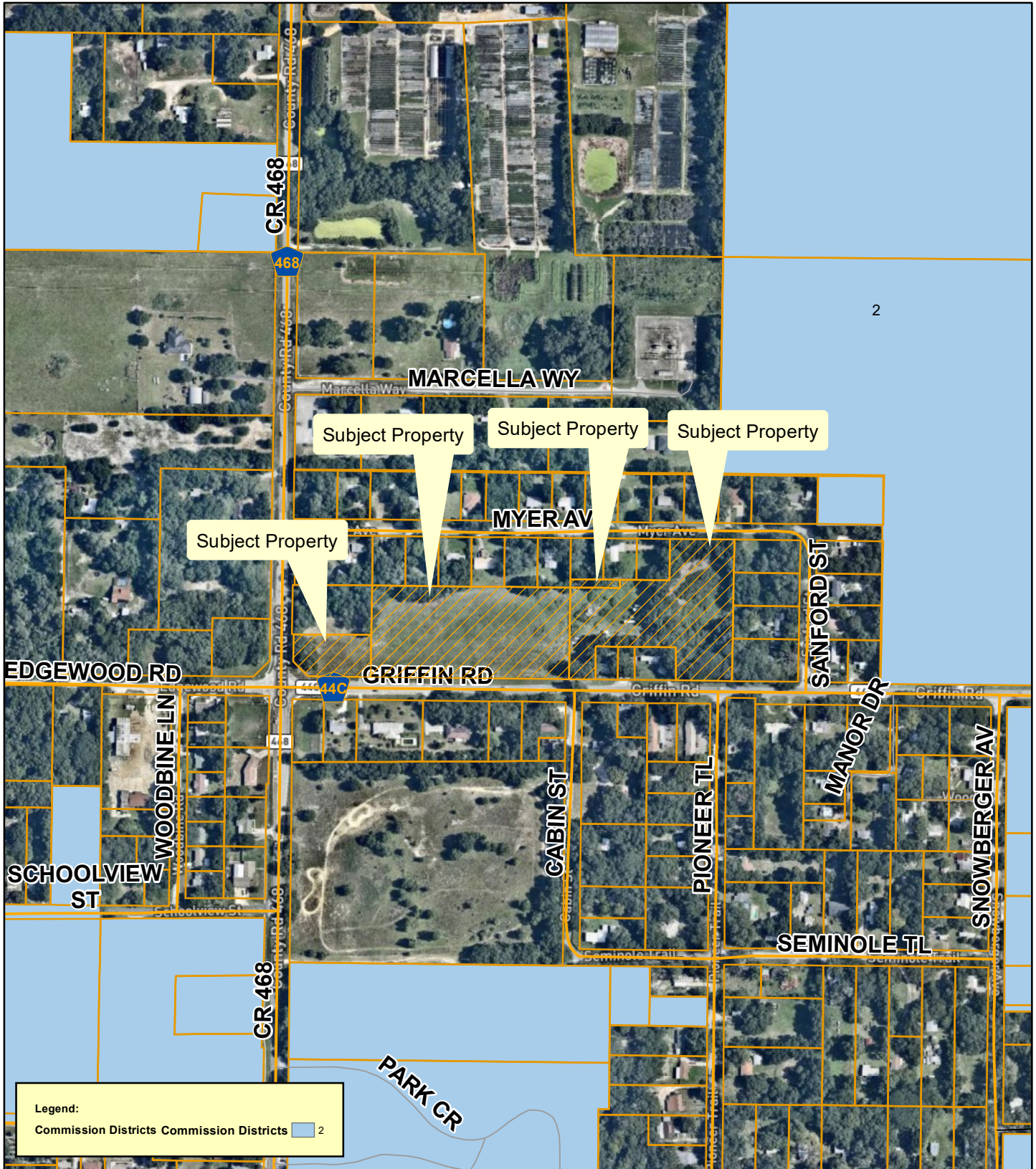


**Planning
& Zoning
Division**

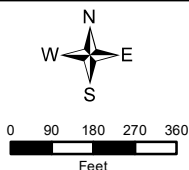


Lake County Holdings, LLC
 ANNX-22-125; SSCP-22-126; SPUD-22-127
 AK#s: 1242380, 2580437, 3433661, 1716969
 Section 21, Township 19 South, Range 24 East
 April 13, 2022

Commission District



**Planning
& Zoning
Division**



Lake County Holdings, LLC
 ANNX-22-125; SSCP-22-126; SPUD-22-127
 AK#s: 1242380, 2580437, 3433661, 1716969
 Section 21, Township 19 South, Range 24 East
 April 13, 2022

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.2.

Meeting Date: June 13, 2022

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

Subject: An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 7.93 +/- acres from Lake County Urban High Density to City of Leesburg General Commercial, for a property generally located east of County Road 468 and north of Griffin Road, lying in Section 21, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Lake Co Holdings)

Staff Recommendation:

The Planning & Zoning Staff and the Planning Commission recommend approval of the proposed small-scale comp plan amendment of the City's Future Land Use Map on 7.93 +/- acres from Lake County Urban High Density to City of Leesburg General Commercial.

Analysis:

The project site is approximately 7.93 acres. The property is generally located east of County Road 468 and north of Griffin Road. Currently, the property is vacant. The proposed use is for commercial development. The surrounding Future Land Use Map designations of Lake County Urban High Density are compatible, as conditioned in the PUD zoning, with the proposed future land use designation of City General Commercial. The proposed zoning designation of City SPUD (Small Planned Unit Development) will provide for development that is consistent with the City's adopted Growth Management Plan and would allow an appropriate use for the property.

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

The Planning Commission held a public hearing on the application on May 19, 2022 and recommended approval.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

There is no direct fiscal impact to the City for this action. Future development of the property will increase this anticipated impact from collection of impact fees, ad valorem taxes and utility charges.

Future development of this site will create a substantial positive fiscal impact on the City of Leesburg, in the form of impact and utility fees, plus ad valorem taxes.

Submission Date and Time: 6/8/2022 12:24:20 PM

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY CONTAINING 7.93 +/- ACRES FROM LAKE COUNTY URBAN HIGH DENSITY TO CITY OF LEESBURG GENERAL COMMERCIAL, FOR A PROPERTY GENERALLY LOCATED EAST OF COUNTY ROAD 468 AND NORTH OF GRIFFIN ROAD, LYING IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (LAKE CO HOLDINGS)

WHEREAS, the City Commission has received written objections, recommendations, and comments from the City of Leesburg Planning Commission, acting as the Local Planning Agenda, regarding amendment of the Comprehensive Plan of the City of Leesburg, and has made recommendations to the City Commission for amendment of the Plan; and

WHEREAS, the City Commission of the City of Leesburg has held public hearings on the proposed amendment to the plan, in light of written comments, proposals and objections from the general public;

NOW, THEREFORE,

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

Section 1.

The Growth Management Plan of the City of Leesburg, adopted by the City of Leesburg on December 10, 2012, pursuant to the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes, after public hearings by the City of Leesburg Planning Commission, is hereby amended in the following manner;

The Future Land Use Map is amended by changing the designation of approximately 7.93 acres of land generally located east of County Road 468 and north of Griffin Road from Lake County Urban High Density to City of Leesburg General Commercial, as shown on the revised map of said area, lying in Section 21, Township 19 South, Range 24 East, Lake County Florida;

Section 2.

That this amendment is hereby transmitted to the Department of Economic Opportunity as required by the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes;

Section 3.

All ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed;

Section 4.

This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the _____ day of _____, 2022.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

EXHIBIT A

LEGAL DESCRIPTION LAKE LAND HOLDINGS, LLC

Parcel 1 (per Official Records Book 5690 Pages 104-105)

The South 25 feet of Lot 26 of Edgewood Park Addition No 2, according to the plat thereof as recorded in Plat Book 12, Page 61, of the Public Records of Lake County, Florida.

Parcel 2

A part of Tract "A" in Edgewood Park Addition No. 2, according to the plat thereof as recorded in Plat Book 12, Page 61, of the Public Records of Lake County, Florida and described as follows: From the Southeast corner of the Southwest $\frac{1}{4}$ of Section 16, Township 19 South, Range 24 East, Lake County, Florida; run thence Northerly along the East line of the Southwest $\frac{1}{4}$, a distance of 33.00 feet to the North right of way line of Edgewood Road, for the Point of Beginning; thence N $89^{\circ}48'50''$ W, along the South line of Tract "A" (said line also being the North right of way line of Edgewood Road), a distance of 120.49 feet; thence N $00^{\circ}13'10''$ E, for a distance of 100 feet; thence N $89^{\circ}48'50''$ W a distance of 243.51 feet; thence S $00^{\circ}13'10''$ W, to the North right of way line of Edgewood Road, a distance of 100 feet; thence N $89^{\circ}48'50''$ W, along the North right of way of Edgewood Road, a distance of 679.73 feet, to the Southeast Corner of Lot 35 of Edgewood Park Addition No. 2; thence Northerly along the East line of Lots 34 and 35, a distance of 277.05 feet, to the Southeast corner of Lot 33; thence Easterly along the South line of Lots 32, 31, 30, 29, 28, 27, and 26, a distance of 750.00 feet, to the Southeast corner of Lot 26; thence Northerly along the East line of Lot 26, a distance of 25 feet; thence S $89^{\circ}48'50''$ E a distance of 150 feet; thence N $00^{\circ}13'10''$ E a distance of 125 feet, to the North line of Tract "A"; thence run Easterly, to the Northeast corner of Tract "A"; thence run Southerly, along the East line of Tract "A", to the North right of way line of Edgewood Road and the Southeast corner of Tract "A", said point being the Southwest corner of Lot 22 of Edgewood Park Addition No. 2, according to the plat thereof as recorded in Plat Book 12, Page 61, of the Public Records of Lake County, Florida; thence N $89^{\circ}48'50''$ W a distance of 50 feet to the Point of Beginning. LESS AND EXCEPT any portion of Tract "A" lying West of the southerly extension of the West line of Lot 26 of Edgewood Park Addition No. 2, according to the plat thereof as recorded in Plat Book 12, Page 61, of the Public Records of Lake County, Florida.

Parcel 1 (per Official Records Book 5600 Page 1287)

Lot 35 of Edgewood Park Addition No. 2, according to the plat thereof as recorded in Plat Book 12, Page 61, of the Public Records of Lake County, Florida less and except the following described parcel: Begin at the Northwest corner of Lot 35, thence run S $89^{\circ}52'50''$ E along the North line of Lot 35 for 5.00 feet, thence S $00^{\circ}17'20''$ W a distance of 81.69 feet, thence S $44^{\circ}45'45''$ E a distance of 63.58 feet, to the South line of said Lot 35, thence N $89^{\circ}48'50''$ W a distance of 50.00 feet to the West line of Lot 35, thence N $00^{\circ}17'20''$ E a distance of 126.80 feet to the Point of Beginning.

Parcel 3

A part of Tract "A" in Edgewood Park Addition No. 2, according to the plat thereof as recorded in Plat Book 12, Page 61, of the Public Records of Lake County, Florida and described as follows: From the Southeast corner of the Southwest $\frac{1}{4}$ of Section 16, Township 19 South, Range 24 East, Lake County, Florida; run thence Northerly along the East line of the Southwest $\frac{1}{4}$, a distance of 33.00 feet to the North right of way line of Edgewood Road, for the Point of Beginning; thence N 89°48'50" W, along the South line of Tract "A" (said line also being the North right of way line of Edgewood Road), a distance of 120.49 feet; thence N 00°13'10" E, for a distance of 100 feet; thence N 89°48'50" W a distance of 243.51 feet; thence S 00°13'10" W, to the North right of way line of Edgewood Road, a distance of 100 feet; thence N 89°48'50" W, along the North right of way of Edgewood Road, a distance of 679.73 feet, to the Southeast Corner of Lot 35 of Edgewood Park Addition No. 2; thence Northerly along the East line of Lots 34 and 35, a distance of 277.05 feet, to the Southeast corner of Lot 33; thence Easterly along the South line of Lots 32, 31, 30, 29, 28, 27, and 26, a distance of 750.00 feet, to the Southeast corner of Lot 26; thence Northerly along the East line of Lot 26, a distance of 25 feet; thence S 89°48'50" E a distance of 150 feet; thence N 00°13'10" E a distance of 125 feet, to the North line of Tract "A"; thence run Easterly, to the Northeast corner of Tract "A"; thence run Southerly, along the East line of Tract "A", to the North right of way line of Edgewood Road and the Southeast corner of Tract "A", said point being the Southwest corner of Lot 22 of Edgewood Park Addition No. 2, according to the plat thereof as recorded in Plat Book 12, Page 61, of the Public Records of Lake County, Florida; thence N 89°48'50" W a distance of 50 feet to the Point of Beginning. LESS AND EXCEPT any portion of Tract "A" lying East of the southerly extension of the West line of Lot 26 of Edgewood Park Addition No. 2, according to the plat thereof as recorded in Plat Book 12, Page 61, of the Public Records of Lake County, Florida.



**CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS**

DATE: May 19, 2022
OWNER: Charles Everett, Lake County Holdings, LLC
PETITIONER: Charles Everett, Lake County Holdings, LLC
PROJECT: Lake County Holdings, LLC
REQUEST: Change Future Land Use Designation and Rezone for commercial development
CASE NO.: SSCP-22-126

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of this request

for the following reason(s):

1. The proposed request is compatible with the current surrounding Future Land Use category of Lake County Urban High Density.
2. The proposed request will allow for commercial activity that will create jobs.
3. The proposed request does not appear to create a detriment to surrounding properties.

Action Requested:

1. Vote to approve staff's recommendation to rezone the subject property from Lake County Urban High Density to City of Leesburg General Commercial and forward to the City Commission for consideration.

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

DATE: May 19, 2022
OWNER: Charles Everett, Lake County Holdings, LLC
PETITIONER: Charles Everett, Lake County Holdings, LLC
PROJECT: Lake County Holdings, LLC
REQUEST: Change Future Land Use Designation and Rezone for commercial development
CASE NO.: SSCP-22-126; RZ-22-127

GENERAL LOCATION: The property is generally located east of CR-468 and north of Griffin Road.

FUTURE LAND USE DESIGNATION:
Lake County Urban High Density

SURROUNDING FUTURE LAND USE DESIGNATION:
North – Lake County Urban High Density
South – Lake County Urban High Density
East – Lake County Urban High Density
West – Lake County Urban High Density

PROPOSED FUTURE LAND USE DESIGNATION:
General Commercial

EXISTING ZONING DESIGNATION:
Lake County R-7 (Mixed Residential District);
Lake County CP (Commercial Planned)

SURROUNDING ZONING DESIGNATIONS:
North – Lake County R-7 (Mixed Residential District); Lake County CP (Commercial Planned)
South – Lake County R-7 (Mixed Residential District); Lake County RP (Residential Professional)
East – Lake County R-7 (Mixed Residential District)
West – Lake County RP (Residential Professional); Lake County CP (Commercial Planned)

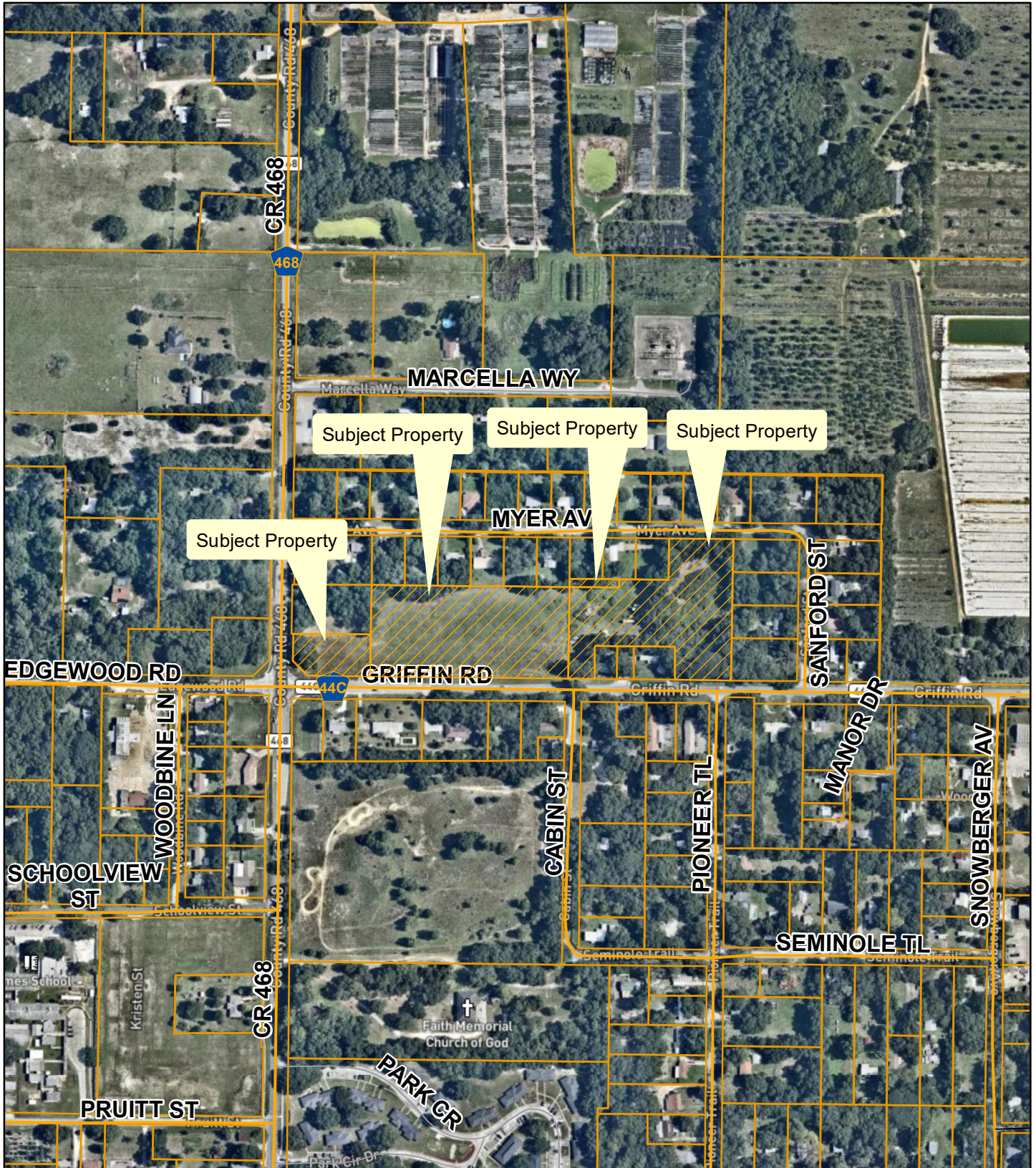
PROPOSED ZONING DESIGNATION:
SPUD (Small Planned Unit Development)

EXISTING LAND USE: Vacant Commercial and Vacant Residential

SURROUNDING LAND USE:
North – Residential
South – Residential; Government parcel
East – Residential
West – Residential; Government parcel

PROPOSED LAND USE: Commercial development

Aerial

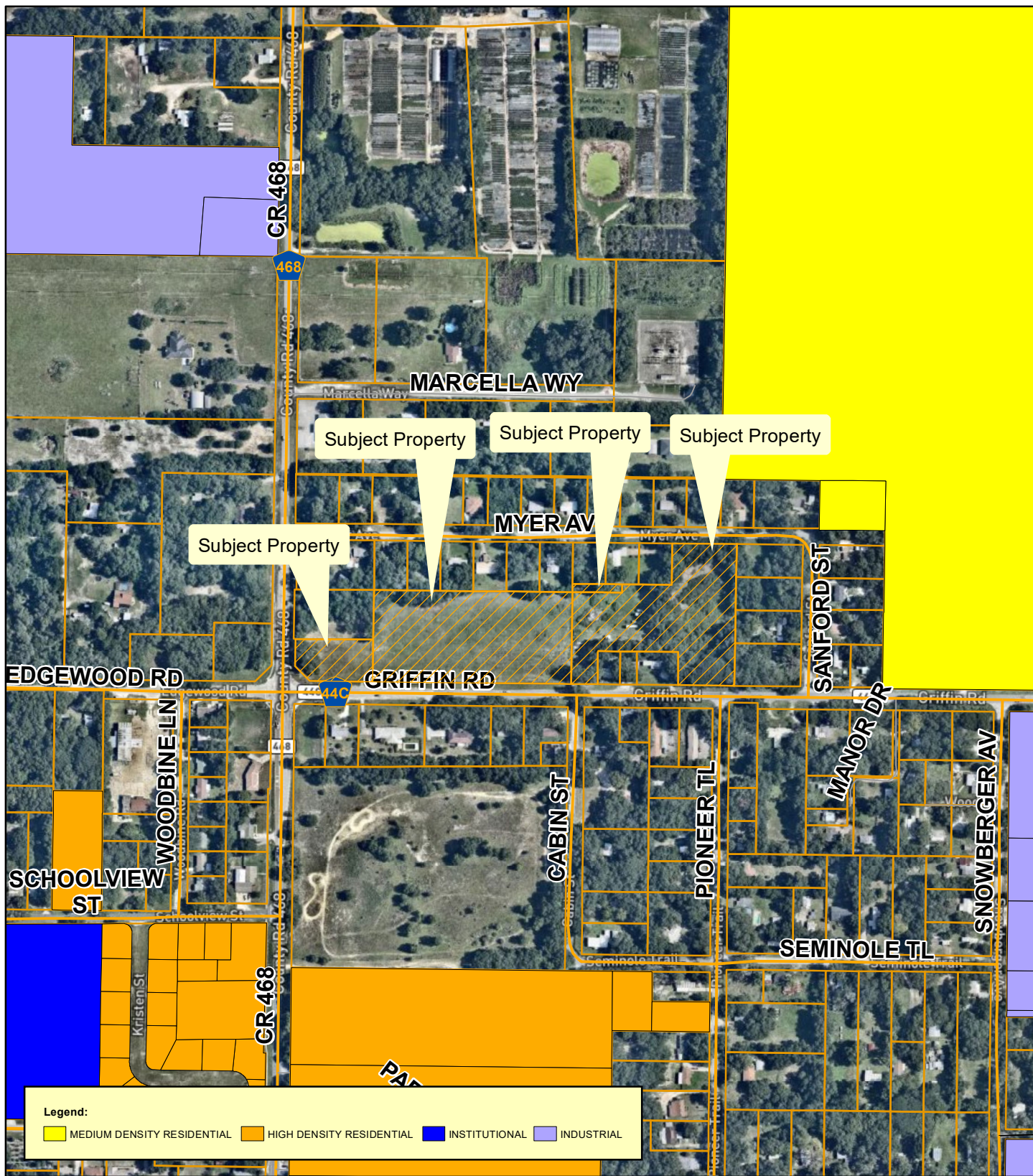


**Planning
& Zoning
Division**

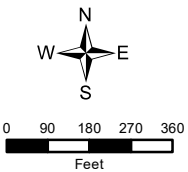


Lake County Holdings, LLC
 ANNX-22-125; SSCP-22-126; SPUD-22-127
 AK#s: 1242380, 2580437, 3433661, 1716969
 Section 21, Township 19 South, Range 24 East
 April 13, 2022

Future Land Use

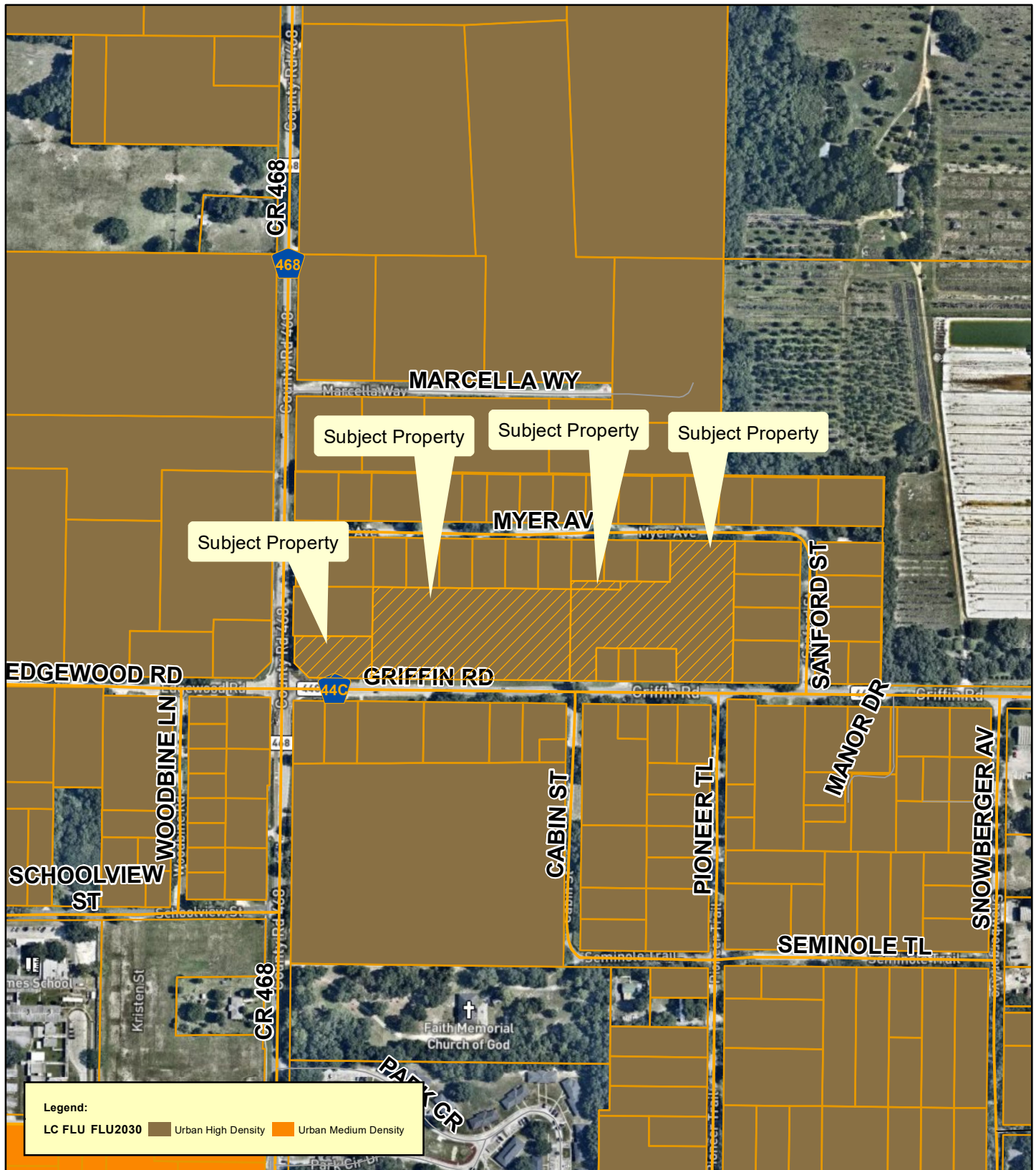


Planning & Zoning Division

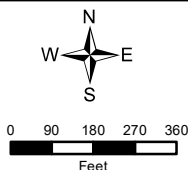


Lake County Holdings, LLC
ANNX-22-125; SSCP-22-126; SPUD-22-127
AK#: 1242380, 2580437, 3433661, 1716969
Section 21, Township 19 South, Range 24 East
April 13, 2022

Lake County Future Land Use

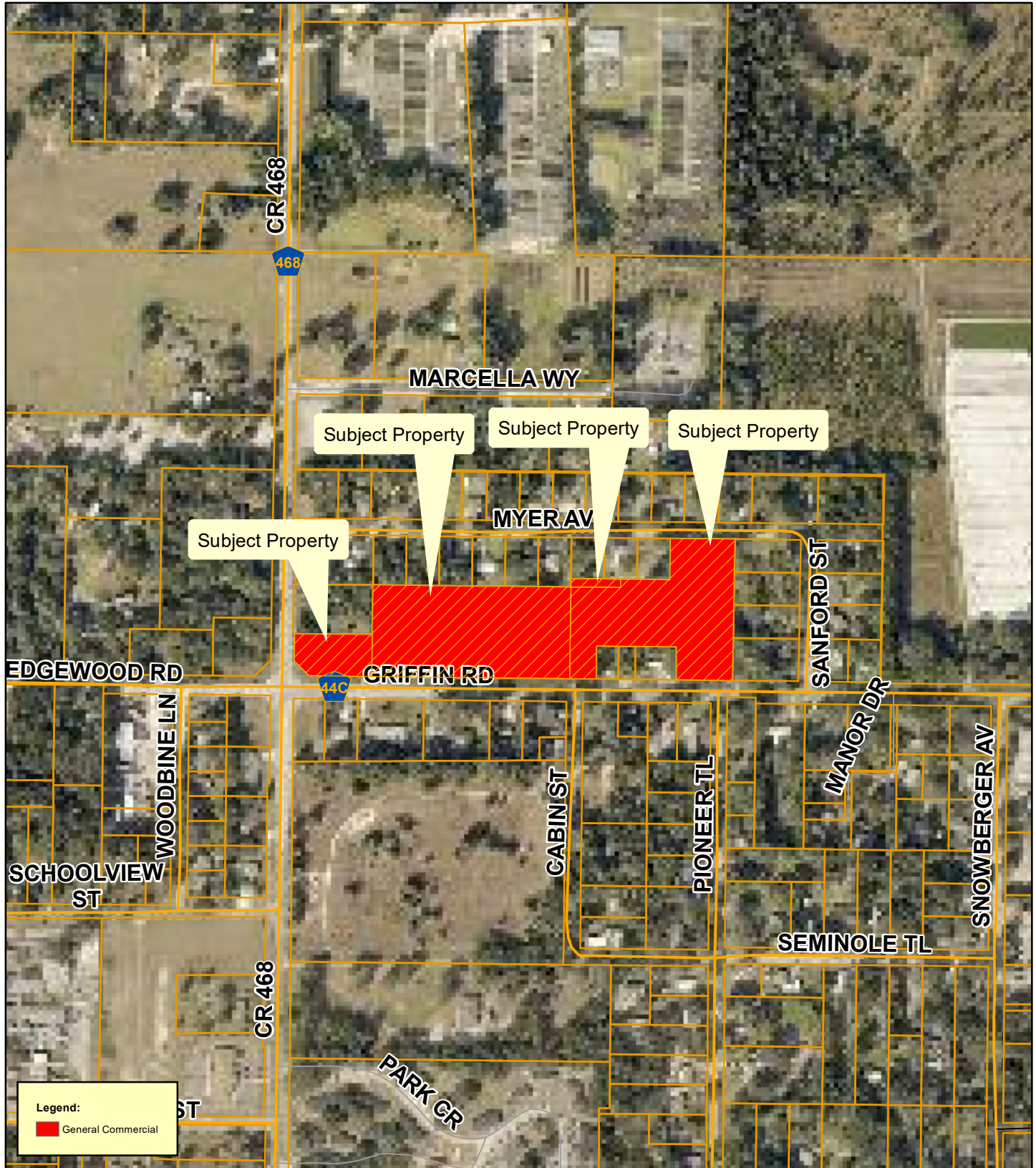


**Planning
& Zoning
Division**



Lake County Holdings, LLC
 ANNX-22-125; SSCP-22-126; SPUD-22-127
 AK#s: 1242380, 2580437, 3433661, 1716969
 Section 21, Township 19 South, Range 24 East
 April 13, 2022

Proposed Future Land Use



Planning
& Zoning
Division

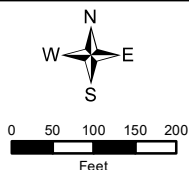


Lake County Holdings, LLC
ANNX-22-125; SSCP-22-126; SPUD-22-127
AK#s: 1242380, 2580437, 3433661, 1716969
Section 21, Township 19 South, Range 24 East
April 13, 2022

Surrounding Land Uses



**Planning
& Zoning
Division**



Lake County Holdings, LLC
 ANN-22-125; SSCP-22-126; SPUD-22-127
 AK#: 1242380, 2580437, 3433661, 1716969
 Section 21, Township 19 South, Range 24 East
 April 13, 2022

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.3.

Meeting Date: June 13, 2022

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

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 7.93 +/- acres from Lake County R-7 (Mixed Residential District) and Lake County CP (Planned Commercial District) to City of Leesburg SPUD (Small Planned Unit Development) to allow for mixed use development for a property generally located east of County Road 468 and north of Griffin Road, as legally described in Section 21, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Lake Co Holdings)

Staff Recommendation:

Planning and Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from Lake County R-7 (Mixed Residential District) and Lake County CP (Planned Commercial District) to City of Leesburg SPUD (Small Planned Unit Development) to allow for commercial and residential development.

Analysis:

The project site is approximately 7.93 +/- acres, and is generally located east of County Road 468 and north of Griffin Road as shown on the attached maps. At this time, the property is vacant. The proposal will allow for a commercial development. The existing land uses surrounding the property are residential and government parcel. City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on May 19, 2022 and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the proposed rezoning to SPUD (Small Planned Unit Development),
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

Future development of this site will create a substantial positive fiscal impact on the City of Leesburg, in the form of impact and utility fees, plus ad valorem taxes.

Submission Date and Time: 6/8/2022 12:32:02 PM

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 7.93 +/- ACRES FROM LAKE COUNTY R-7 (MIXED RESIDENTIAL DISTRICT) AND LAKE COUNTY CP (PLANNED COMMERCIAL DISTRICT) TO CITY OF LEESBURG SPUD (SMALL PLANNED UNIT DEVELOPMENT) TO ALLOW FOR MIXED USE DEVELOPMENT FOR A PROPERTY GENERALLY LOCATED EAST OF COUNTY ROAD 468 AND NORTH OF GRIFFIN ROAD, AS LEGALLY DESCRIBED IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (LAKE CO HOLDINGS)

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

Section 1.

Based upon the petition of Charles Everett, Lake County Holdings, (Michael Rankin with LPG Urban & Regional Planners, agent) petitioner of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from Lake County R-7 (Mixed Residential District) and Lake County CP (Planned Commercial District) to City of Leesburg SPUD (Small Planned Unit Development), to-wit:

(Legal Description)
(See Exhibit A)

Section 2.

This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the _____ day of _____, 2022.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

EXHIBIT A

LEGAL DESCRIPTION LAKE LAND HOLDINGS, LLC

Parcel 1 (per Official Records Book 5690 Pages 104-105)

The South 25 feet of Lot 26 of Edgewood Park Addition No 2, according to the plat thereof as recorded in Plat Book 12, Page 61, of the Public Records of Lake County, Florida.

Parcel 2

A part of Tract "A" in Edgewood Park Addition No. 2, according to the plat thereof as recorded in Plat Book 12, Page 61, of the Public Records of Lake County, Florida and described as follows: From the Southeast corner of the Southwest $\frac{1}{4}$ of Section 16, Township 19 South, Range 24 East, Lake County, Florida; run thence Northerly along the East line of the Southwest $\frac{1}{4}$, a distance of 33.00 feet to the North right of way line of Edgewood Road, for the Point of Beginning; thence N $89^{\circ}48'50''$ W, along the South line of Tract "A" (said line also being the North right of way line of Edgewood Road), a distance of 120.49 feet; thence N $00^{\circ}13'10''$ E, for a distance of 100 feet; thence N $89^{\circ}48'50''$ W a distance of 243.51 feet; thence S $00^{\circ}13'10''$ W, to the North right of way line of Edgewood Road, a distance of 100 feet; thence N $89^{\circ}48'50''$ W, along the North right of way of Edgewood Road, a distance of 679.73 feet, to the Southeast Corner of Lot 35 of Edgewood Park Addition No. 2; thence Northerly along the East line of Lots 34 and 35, a distance of 277.05 feet, to the Southeast corner of Lot 33; thence Easterly along the South line of Lots 32, 31, 30, 29, 28, 27, and 26, a distance of 750.00 feet, to the Southeast corner of Lot 26; thence Northerly along the East line of Lot 26, a distance of 25 feet; thence S $89^{\circ}48'50''$ E a distance of 150 feet; thence N $00^{\circ}13'10''$ E a distance of 125 feet, to the North line of Tract "A"; thence run Easterly, to the Northeast corner of Tract "A"; thence run Southerly, along the East line of Tract "A", to the North right of way line of Edgewood Road and the Southeast corner of Tract "A", said point being the Southwest corner of Lot 22 of Edgewood Park Addition No. 2, according to the plat thereof as recorded in Plat Book 12, Page 61, of the Public Records of Lake County, Florida; thence N $89^{\circ}48'50''$ W a distance of 50 feet to the Point of Beginning. LESS AND EXCEPT any portion of Tract "A" lying West of the southerly extension of the West line of Lot 26 of Edgewood Park Addition No. 2, according to the plat thereof as recorded in Plat Book 12, Page 61, of the Public Records of Lake County, Florida.

Parcel 1 (per Official Records Book 5600 Page 1287)

Lot 35 of Edgewood Park Addition No. 2, according to the plat thereof as recorded in Plat Book 12, Page 61, of the Public Records of Lake County, Florida less and except the following described parcel: Begin at the Northwest corner of Lot 35, thence run S $89^{\circ}52'50''$ E along the North line of Lot 35 for 5.00 feet, thence S $00^{\circ}17'20''$ W a distance of 81.69 feet, thence S $44^{\circ}45'45''$ E a distance of 63.58 feet, to the South line of said Lot 35, thence N $89^{\circ}48'50''$ W a distance of 50.00 feet to the West line of Lot 35, thence N $00^{\circ}17'20''$ E a distance of 126.80 feet to the Point of Beginning.

Parcel 3

A part of Tract "A" in Edgewood Park Addition No. 2, according to the plat thereof as recorded in Plat Book 12, Page 61, of the Public Records of Lake County, Florida and described as follows: From the Southeast corner of the Southwest $\frac{1}{4}$ of Section 16, Township 19 South, Range 24 East, Lake County, Florida; run thence Northerly along the East line of the Southwest $\frac{1}{4}$, a distance of 33.00 feet to the North right of way line of Edgewood Road, for the Point of Beginning; thence N 89°48'50" W, along the South line of Tract "A" (said line also being the North right of way line of Edgewood Road), a distance of 120.49 feet; thence N 00°13'10" E, for a distance of 100 feet; thence N 89°48'50" W a distance of 243.51 feet; thence S 00°13'10" W, to the North right of way line of Edgewood Road, a distance of 100 feet; thence N 89°48'50" W, along the North right of way of Edgewood Road, a distance of 679.73 feet, to the Southeast Corner of Lot 35 of Edgewood Park Addition No. 2; thence Northerly along the East line of Lots 34 and 35, a distance of 277.05 feet, to the Southeast corner of Lot 33; thence Easterly along the South line of Lots 32, 31, 30, 29, 28, 27, and 26, a distance of 750.00 feet, to the Southeast corner of Lot 26; thence Northerly along the East line of Lot 26, a distance of 25 feet; thence S 89°48'50" E a distance of 150 feet; thence N 00°13'10" E a distance of 125 feet, to the North line of Tract "A"; thence run Easterly, to the Northeast corner of Tract "A"; thence run Southerly, along the East line of Tract "A", to the North right of way line of Edgewood Road and the Southeast corner of Tract "A", said point being the Southwest corner of Lot 22 of Edgewood Park Addition No. 2, according to the plat thereof as recorded in Plat Book 12, Page 61, of the Public Records of Lake County, Florida; thence N 89°48'50" W a distance of 50 feet to the Point of Beginning. LESS AND EXCEPT any portion of Tract "A" lying East of the southerly extension of the West line of Lot 26 of Edgewood Park Addition No. 2, according to the plat thereof as recorded in Plat Book 12, Page 61, of the Public Records of Lake County, Florida.

LAKE COUNTY HOLDINGS, LLC
SMALL PLANNED UNIT DEVELOPMENT CONDITIONS
May 19, 2022

These Planned Unit Development Conditions for a SPUD (Small Planned Unit Development) zoning district are granted by the City of Leesburg Planning Commission, Lake County, Florida to **Mr. Charles Everett, Lake County Holdings, LLC, 4441 NE 1st Terrace, Deerfield Beach, Florida 33064 (Greg Beliveau, LPG Urban and Regional Planners, Inc. 1162 Camp Avenue, Mt. Dora Florida, Petitioner)**, "Permittee" for the purposes described herein, and subject to the terms and conditions as set forth in this document, pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 "Planned Unit Development" of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND

The "Permittee" is requesting approval for a proposed Small Planned Unit Development (SPUD) zoning district to allow future construction of a proposed mixed use development consisting of a 6,000 square foot commercial center, 15,000 square foot office with storage, 3,000 square feet of mini warehouses, with recreational vehicle/boat storage uses, plus accessory uses, on approximately 7.93 acres, generally located at the northeast corner of County Road 468 and Griffin Road, on a site within the City of Leesburg in accordance with their PUD application and supplemental information.

PURPOSE

The purpose of this document is to provide appropriate zoning standards for a high-quality built environment through the application of flexible and diversified land development requirements, which shall be implemented in conjunction with a master site development plan and the City of Leesburg Code of Ordinances, therefore allowing for more efficient and optimal use of the subject property, and to increase the overall economic opportunity and employment base of Leesburg, Florida.

CONDITIONS

The following conditions shall apply to the development proposed herein. If any instance where the conditions of this document may conflict with the City of Leesburg Code of Ordinances, this document shall prevail as the determining requirement.

1. **PERMISSION** is hereby granted *to* **Mr. Charles Everett, Lake County Holdings, LLC, 4441 NE 1st Terrace, Deerfield Beach, Florida 33064 (Greg Beliveau, LPG Urban and Regional Planners, Inc. 1162 Camp Avenue, Mt. Dora Florida, Petitioner)**, to construct, operate, and maintain a Small Planned Unit Development in and on real property in the City of Leesburg, in accordance with the requirements set forth herein. The property is more particularly described below.
2. **LEGAL DESCRIPTION**
See attached **Exhibit B, Legal Description**.

3. **LAND USE**

The above-described property, containing approximately 7.93 acres, shall be used for the above described development, pursuant to City of Leesburg development codes and standards.

A. Permitted Uses

1. General offices
2. Professional and medical offices
3. Day Care
4. Retail sales/service uses
5. Personal Services
6. Diner/restaurant uses
7. Mini-Warehouse storage
8. RV/boat storage
9. Open storage (buffered)
10. Additional uses may be permitted by written request to the Planning & Zoning Director. Such request shall indicate how the intensity, traffic and use are consistent with permitted uses shown herein and with the remaining conditions of this SPUD document.

B. Prohibited Uses

1. Residential units (as a primary use, see Accessory Uses below)
2. Industrial Uses
3. All other uses not specifically permitted within these conditions under Permitted Uses above shall be prohibited.
4. Operating a business from a storage unit is prohibited.

C. Accessory Uses

1. Unmanned machines (Ice/Teller, etc.)
2. Accessory structures in support of primary uses, such as sheds within the RV/boat storage area
3. One residential unit, to be utilized as an accessory use for security purposes.

4. **DEVELOPMENT STANDARDS (use C-3)**

- A. The petitioner shall develop for review, a Master Site Plan, showing all uses, parking, drainage, landscaping, utilities, etc., which shall be reviewed under the Site Plan Review process and standards of the City of Leesburg.
- B. As part of the Site Plan approval process, city staff shall review final site design standards in accordance with the approved PUD (Planned Unit Development) zoning conditions as set forth herein.

5. **DESIGN/ARCHITECTURAL STANDARDS**

- A. All buildings lying along the exterior boundaries of the property shall be required to meet the standards of Section 25-360, *Commercial architectural design standards*, City of Leesburg, Code of Ordinances.
- B. Other similar design variations meeting the intent of this section may be approved by the Planning & Zoning Director or designee.
- C. The architectural styles and facades shall be reviewed by staff prior to submission of the site plan, and shall meet the criteria stated herein.

- D. The Permittee shall utilize “Dark Sky” principles when selecting lighting fixtures for all street lighting. Such lighting shall achieve the overall effect of containing and shielding excessive light pollution from adjacent properties.

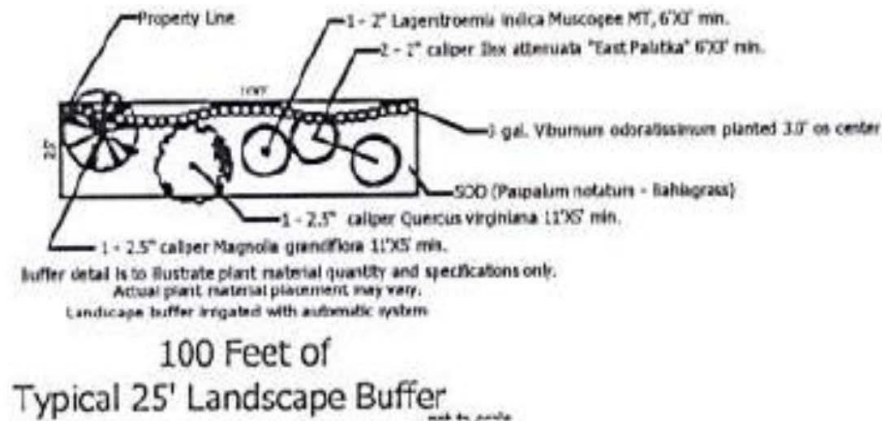
6. LANDSCAPING, BUFFER & OPEN SPACE REQUIREMENTS

- A. A minimum twenty (20) foot separate buffer tract with plantings as shown in Figure A below, shall be provided along the north boundary of the subject property in any area not adjacent to a wetland. In addition, minimum fifteen (15) foot landscape buffer tract shall be installed along the western and southern property lines, in all areas not adjacent to a wetland.
- B. A six (6) foot high privacy fence shall be provided along the northern boundary lines of the proposed development. park. This fence shall be constructed of PVC, or other such synthetic material that creates an opaque barrier between the subject property and adjacent lands in those locations. This fence shall be constructed on or within the property lines, leaving the required buffers for landscaping as required herein.
- C. Any area identified on the conceptual plan attached hereto, which is adjacent to a wetland, shall not be required to have a separate buffer.
- D. Where not otherwise required herein, all landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances, Section 25-329, and at a minimum shall contain the following plantings as noted in Figures A and B below:

Figure A

Canopy Trees (per 100 l.f.)	2 per 100 linear ft
Tree CAL/Height	2" cal, 12' overall height
Optional Ornamental Trees (per 100 l.f.)	3 per 100 linear ft
Tree CAL/Height	2" cal, 7' overall height
Shrub Screen (per 100 l.f.)	
Square Ft. of Shrubs	(33) 3 gal plants, 18"—24" minimum at installation (depending on species); hedges to be 36"—42" high by thirty-six (36) inches wide hedge or continuous landscape screen with a ninety (90) percent opacity within one (1) year of planting
Container size	3 gal

Figure B



- E. Minimum open space allowance for the site shall be 35%, which may consist of wetlands, stormwater ponds, recreational areas and common areas.
- F. Variations to the Landscape, Open Space and Buffer requirements of this agreement may be approved by the Planning and Zoning Manager or designee, as long as the intent of the PUD and the Landscaping Code are maintained, including consideration of existing fencing on adjacent properties and existing natural vegetative buffers.
- G. The surveying of trees on the property shall be conducted as follows:
 - 1) All specimen, heritage and historic trees shall be surveyed. Staff will review the tree survey and such trees shall be saved where possible during the site plan review process. This may include amending the site plan to save specimen, heritage and historic trees.
 - 2) Site areas that are to preserve existing trees do not need to be included in the survey unless the trees are to be used in preservation/replacement requirements.
 - 3) Tree sample plots shall be located and trees identified by a registered landscape architect, certified arborist, or certified forester or licensed surveyor
 - 4) Each area of landscape buffer shall contain adequate tree and landscape coverage to meet or exceed current City of Leesburg landscape code requirements set forth in Chapter 25, City of Leesburg Code of Ordinances.

7. SITE ACCESS AND SIGNAGE

- A. Access locations depicted on the Master Site/Development Plan are conceptual and subject to Lake County and FDOT approval. Actual location and design of the roadways shall be determined at the site plan review process and shall include consideration of, and connection to, sidewalks, recreation paths, etc. All other access shall be reviewed for necessity and requirements through Lake County and the City of Leesburg development and permitting processes. Any additional access points shall be subject site plan application review process.
 - 1) Adequate right of way along the access point shall be required to ensure adequate roadway paving and access.

- 2) Prior to completion of the design plans, the developer shall work with the Lake County Department of Public Works and FDOT to ensure all appropriate required roadway and access improvements for the development are made part of the plans submitted to the City of Leesburg.
- 3) The Master Development Plan, and the access points proposed thereon, are considered conceptual until the appropriate engineering and site plan reviews, along with any required upgrades are completed for the project.
- B. All access points are subject to review and approval by the appropriate permitting agency, including FDOT, Lake-Sumter Metropolitan Planning Organization, Lake County and the City of Leesburg as applicable. The developer shall be responsible for on and offsite improvements required as a result of any access points.
- C. The access point(s) may include a decorative entry feature to include a concrete, brick or stucco wall at least five (5) feet in height, on each side of the entryway. This may be used for signage per City of Leesburg Code of Ordinances, as amended.
- D. Alternative designs for the ground enclosure support and bases of entry signage may be approved by the Community Development Director or designee, where the architectural style would be in keeping with the intent of these sign regulations.

8. TRANSPORTATION IMPROVEMENTS

- A. Any transportation improvements or rights-of-way that may be required shall be based on projected needs and shall be contingent upon site plan approval by City staff during the development review and permitting process. The plan review process shall include consideration of sidewalks, recreation paths etc.
- B. A traffic/transportation study shall be submitted prior to site plan approval for review and determination of any necessary access improvements, including any off-site improvements required by Lake County, the Lake-Sumter MPO or the City of Leesburg. Said improvements will be the responsibility of the Permittee.
- C. The Permittee shall provide necessary traffic improvements within and adjacent to the development as required by Lake County, the Lake-Sumter MPO and City of Leesburg.
- D. All roads/parking areas within the development shall be designed and constructed to meet the City of Leesburg requirements.
- E. The Permittee shall be responsible for obtaining all necessary Lake County permits and a copy of all permits shall be provided to the City of Leesburg.
- F. The City of Leesburg will not be responsible for the maintenance or repair of any of the roads/parking or transportation improvements. The Permittee shall establish an appropriate legal entity that will be responsible to pay the cost and perform the services to maintain the roads/parking and transportation improvements.
- G. A sidewalk shall be provided along Griffin Road and County Road 468 and may be located within the required buffers. All sidewalks shall be constructed in accordance with City of Leesburg Codes.

9. UTILITIES

Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Water, wastewater and natural gas services will be provided by the City of Leesburg. Prior to any clearing,

grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

- A. A detailed site plan that indicates all the provisions for electric, water, sewer, and/or natural gas in accordance with the City of Leesburg Land Development Codes.
- B. Developer shall bear all responsibility, financial and otherwise, for the construction and installation of all utility infrastructure and other improvements related to the use and development of the property, including such off-site improvements required by the City and all other appropriate government agencies. All such requirements shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.
- C. The City of Leesburg intends to service the property with water and wastewater services at this time. At the time of connection, all regulations in place at the time of the request shall be required, including but not limited to impact fees, connection and utility service deposit charges. The cost of supplying water and wastewater lines and other necessary infrastructure such as lift stations to the development shall be the responsibility of the applicant.

10. STORMWATER/DRAINAGE MANAGEMENT

All drainage shall be designed and constructed in a manner to meet all State of Florida and City of Leesburg codes, including the requirement that all stormwater runoff is contained within the boundaries of the properties, and does not create a detriment to surrounding properties. Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

- A. A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.
- B. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.
- C. A responsible legal entity for the maintenance of the stormwater management system on the plat prior to the approval of the final plat of record. A homeowner's or property owner's association is an acceptable maintenance entity.
- D. The existing 100-year flood plain shown shall be shown on all plans and lots.
- E. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and /or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.
- F. A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District shall be provided to the City during the site plan review process.
- G. Should the Permittee desire to dedicate the proposed project's stormwater management system to the City of Leesburg; the City, at its discretion, may accept or not accept the stormwater management system. Prior to acceptance, the Permittee shall demonstrate to the City the stormwater management system is in a suitable condition and meets City of Leesburg and St. Johns River Water Management District requirements. As a condition of accepting the system the City

may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the owner(s)/tenants of the project.

11. WETLANDS, FLOOD ZONES & WILDLIFE

- A. All wetlands on the project site shall be identified by a jurisdictional wetland boundary line, and the location and extent of each wetland shall be determined by the Department of Environmental Protection, St. Johns River Water Management District and/or U.S. Army Corp of Engineers. Each wetland shall be placed on a suitable map, signed and sealed by a surveyor registered to practice in Florida and shall be submitted as part of the site plan application process.
- B. To the extent practicable, wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, the St. Johns River Water Management District or another legal entity such as a homeowner's association. The conservation easement shall require that the wetlands be maintained in their natural and unaltered state. Wetlands shall not be included as a part of any platted lot, other than a lot platted as a common area, which shall be dedicated to the St. Johns River Water Management District or another legal entity such as a homeowner's association for ownership and maintenance.
- C. Buildings or structures shall be a minimum of twenty-five (25) feet from any wetland jurisdiction boundary, or as determined by the appropriate jurisdictional agency.
- D. Wetlands shall have an average upland buffer of 25 feet, with a minimum of 15 feet or the upland buffer established by St. Johns River Water Management District and/or U.S. Army Corp of Engineers; whichever is more restrictive. All upland buffers shall be naturally vegetated and upland buffers that are devoid of natural vegetation shall be re-planted with native vegetation or as required by St. Johns River Water Management District and/or U.S. Army Corp of Engineers.
- E. Land uses allowed within the upland buffers for wetlands are limited to stormwater facilities as permitted by St. Johns River Water Management District.
- F. If wetland alteration is permitted by St. Johns River Water Management District and/or U.S. Army Corp of Engineers, wetland mitigation shall be required in accordance with permit approvals from St. Johns River Water Management District or U.S. Army Corp of Engineers, whichever is more restrictive.
- G. A wildlife management plan for the project site shall be prepared based on the results of an environmental assessment of the site and any environmental permit required from applicable governmental agencies. The wildlife management plan shall be submitted to the City as part of the site plan application process.
- H. A map indicating the location of the 100-year flood plain.
- I. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and/or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.
- J. If there are currently FEMA flood zones located on the parcel, through the site plan review process, the developer shall coordinate with the City of Leesburg, Lake County and all impacted government agencies regarding elevation determinations, compensatory storage and overall design of the subdivision within and near flood hazard boundary areas, to ensure compliance with all regulations.

12. IRRIGATION & WATER USEAGE

- A. All landscaped areas shall be irrigated and designed to meet Section 25-337, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.
- B. The use of St. Augustine grass, or other varieties of grass which require significant amounts of water are prohibited. The use of Bahia, Bermuda, Zoysia or other grasses which are more drought tolerant are permitted.

13. MAINTENANCE

- A. With the exception of any public utilities, maintenance of all site improvements, including but not limited to roadways, drives, internal sidewalks, landscaping and drainage shall be the responsibility of the property owner. A homeowner's association shall serve as an appropriate entity for all common properties within the development.

14. DEVELOPMENT PHASING & IMPLEMENTATION

- A. The proposed project may be constructed in phases in accordance with the Small Planned Unit Development Conditions and Conceptual Plan. Changes to the development conditions or conceptual plan, other than those conditions described in this agreement, shall be revised in accordance with the Planned Development review process, City of Leesburg Code of Ordinances.
- B. The terms of this SPUD (Small Planned Unit Development) zoning agreement shall be substantially implemented within one hundred twenty (120) months. If the terms of this agreement have not been substantially implemented within this time period, this SPUD shall expire of its own accord, without further action by the City, and the City shall initiate the public hearing process to rezone the property to its prior classification, or if that classification is no longer available, the closest available zoning classification. In the interim, after this SPUD expires but prior to completion of the rezoning to prior classification, no applications for the use of, or construction of improvements on, the property shall be accepted.
- C. Satisfaction of substantial implementation shall be attained at such point as the developer has performed the following:
 - 1) Completed and received approval from the City of Leesburg for the site plan review process for completion of one (1) phase of the approved site development plan, to include permits from regional and State of Florida agencies as required by law.
 - 2) Substantially commenced construction on the site (which shall require vertical construction, not to include site work).

15. MISCELLANEOUS CONDITIONS

- A. The uses of the proposed project shall only be those uses identified in the approved Planned Unit Development Conditions. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.
- B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any

manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.

- C. Construction and operation of the proposed use(s) shall at all times comply with the Planned Unit Development conditions set forth herein, and with all City and other governmental agencies rules and regulations.
- D. The transfer of ownership or lease of any or all of the property described in this PUD Agreement shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.
- E. These PUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition as set forth herein.
- F. The requirements and conditions of this PUD may be enforced either through the standard Code Enforcement process outlined in the Code of Ordinances, by initiation of proceedings to amend or revoke this PUD for violation of its conditions, by appropriate judicial proceedings, or in any other manner permitted by law.

16. LEVELS OF SERVICE

A. Levels of Service

- 1) As submitted, the development resulting from the proposed zoning change may result in demands on public facilities which could exceed the current capacity of some public facilities, such as, but not limited to water, wastewater, roads, drainage, and solid waste. However, no final development order (site plan and building permits) shall be granted for proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.

B. Utilities

1) Projected Capacities

- a. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.
- b. If the development requires construction of new distribution or collection lines, the developer shall be required to construct such facilities to provide service. The developer will bear the cost of design, permitting and construction. Any such facilities must be

constructed in a fashion consistent with the City's master plans and to the City standards and specifications.

- 2) Commitment of Capacity
 - a. There are no previous commitments of any existing or planned excess capacity for this property.
- 3) Ability to Provide Services
 - a. At this time, the City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.
 - b. Future development within the City of Leesburg utility service areas may impact the provision of utility services.

EXHIBIT B

LEGAL DESCRIPTION

LEGAL DESCRIPTION LAKE LAND HOLDINGS, LLC

Parcel 1 (per Official Records Book 5690 Pages 104-105)

The South 25 feet of Lot 26 of Edgewood Park Addition No 2, according to the plat thereof as recorded in Plat Book 12, Page 61, of the Public Records of Lake County, Florida.

Parcel 2

A part of Tract "A" in Edgewood Park Addition No. 2, according to the plat thereof as recorded in Plat Book 12, Page 61, of the Public Records of Lake County, Florida and described as follows: From the Southeast corner of the Southwest ¼ of Section 16, Township 19 South, Range 24 East, Lake County, Florida; run thence Northerly along the East line of the Southwest ¼, a distance of 33.00 feet to the North right of way line of Edgewood Road, for the Point of Beginning; thence N 89°48'50" W, along the South line of Tract "A" (said line also being the North right of way line of Edgewood Road), a distance of 120.49 feet; thence N 00°13'10" E, for a distance of 100 feet; thence N 89°48'50" W a distance of 243.51 feet; thence S 00°13'10" W, to the North right of way line of Edgewood Road, a distance of 100 feet; thence N 89°48'50" W, along the North right of way of Edgewood Road, a distance of 679.73 feet, to the Southeast Corner of Lot 35 of Edgewood Park Addition No. 2; thence Northerly along the East line of Lots 34 and 35, a distance of 277.05 feet, to the Southeast corner of Lot 33; thence Easterly along the South line of Lots 32, 31, 30, 29, 28, 27, and 26, a distance of 750.00 feet, to the Southeast corner of Lot 26; thence Northerly along the East line of Lot 26, a distance of 25 feet; thence S 89°48'50" E a distance of 150 feet; thence N 00°13'10" E a distance of 125 feet, to the North line of Tract "A"; thence run Easterly, to the Northeast corner of Tract "A"; thence run Southerly, along the East line of Tract "A", to the North right of way line of Edgewood Road and the Southeast corner of Tract "A", said point being the Southwest corner of Lot 22 of Edgewood Park Addition No. 2, according to the plat thereof as recorded in Plat Book 12, Page 61, of the Public Records of Lake County, Florida; thence N 89°48'50" W a distance of 50 feet to the Point of Beginning. LESS AND EXCEPT any portion of Tract "A" lying West of the southerly extension of the West line of Lot 26 of Edgewood Park Addition No. 2, according to the plat thereof as recorded in Plat Book 12, Page 61, of the Public Records of Lake County, Florida.

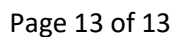
Parcel 1 (per Official Records Book 5600 Page 1287)

Lot 35 of Edgewood Park Addition No. 2, according to the plat thereof as recorded in Plat Book 12, Page 61, of the Public Records of Lake County, Florida less and except the following described parcel: Begin at the Northwest corner of Lot 35, thence run S 89°52'50" E along the North line of Lot 35 for 5.00 feet, thence S 00°17'20" W a distance of 81.69 feet, thence S 44°45'45" E a distance of 63.58 feet, to the South line of said Lot 35, thence N 89°48'50" W a distance of 50.00 feet to the West line of Lot 35, thence N 00°17'20" E a distance of 126.80 feet to the Point of Beginning.

Parcel 3

A part of Tract "A" in Edgewood Park Addition No. 2, according to the plat thereof as recorded in Plat Book 12, Page 61, of the Public Records of Lake County, Florida and described as follows: From the Southeast corner of the Southwest ¼ of Section 16, Township 19 South, Range 24 East, Lake County, Florida; run thence Northerly along the East line of the Southwest ¼, a distance of 33.00 feet to the North right of way line of Edgewood Road, for the Point of Beginning; thence N 89°48'50" W, along the South line of Tract "A" (said line also being the North right of way line of Edgewood Road), a distance of 120.49 feet; thence N 00°13'10" E, for a distance of 100 feet; thence N 89°48'50" W a distance of 243.51 feet; thence S 00°13'10" W, to the North right of way line of Edgewood Road, a distance of 100 feet; thence N 89°48'50"

W, along the North right of way of Edgewood Road, a distance of 679.73 feet, to the Southeast Corner of Lot 35 of Edgewood Park Addition No. 2; thence Northerly along the East line of Lots 34 and 35, a distance of 277.05 feet, to the Southeast corner of Lot 33; thence Easterly along the South line of Lots 32, 31, 30, 29, 28, 27, and 26, a distance of 750.00 feet, to the Southeast corner of Lot 26; thence Northerly along the East line of Lot 26, a distance of 25 feet; thence S 89°48'50" E a distance of 150 feet; thence N 00°13'10" E a distance of 125 feet, to the North line of Tract "A"; thence run Easterly, to the Northeast corner of Tract "A"; thence run Southerly, along the East line of Tract "A", to the North right of way line of Edgewood Road and the Southeast corner of Tract "A", said point being the Southwest corner of Lot 22 of Edgewood Park Addition No. 2, according to the plat thereof as recorded in Plat Book 12, Page 61, of the Public Records of Lake County, Florida; thence N 89°48'50" W a distance of 50 feet to the Point of Beginning. LESS AND EXCEPT any portion of Tract "A" lying East of the southerly extension of the West line of Lot 26 of Edgewood Park Addition No. 2, according to the plat thereof as recorded in Plat Book 12, Page 61, of the Public Records of Lake County, Florida.





**CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS**

DATE: May 19, 2022
OWNER: Charles Everett, Lake County Holdings, LLC
PETITIONER: Charles Everett, Lake County Holdings, LLC
PROJECT: Lake County Holdings, LLC
REQUEST: Change Future Land Use Designation and Rezone for commercial development
CASE NO.: RZ-22-127

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of this request

for the following reason(s):

1. The proposed request is compatible with the current surrounding zoning districts of Lake County R-7 (Mixed Residential District); Lake County CP (Commercial Planned); and Lake County RP (Residential Professional).
2. The proposed request will allow for commercial, office and warehouse development.
3. The proposed request does not appear to create a detriment to surrounding properties.

Action Requested:

Vote to approve staff's recommendation to rezone the subject property from Lake County R-7 (Mixed Residential District) and Lake County CP (Commercial Planned) to City of Leesburg SPUD (Small Planned Unit Development) and forward the recommendation to the City Commission for consideration.

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

DATE: May 3, 2022
OWNER: Charles Everett, Lake County Holdings, LLC
PETITIONER: Charles Everett, Lake County Holdings, LLC
PROJECT: Lake County Holdings, LLC
REQUEST: Change Future Land Use Designation and Rezone for commercial development
CASE NO.: SSCP-22-126; RZ-22-127

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 5/13/22

FIRE

No comments from Fire Department. Amanda Stevenson 5/17/22

ELECTRIC

Electric has no objections. We are concerned with the location of the driveway on 468. See the photo below of our poles that may be in conflict. We will require easements when this goes before the DRC for review. Steve Davis 5/3/22



GAS

Natural gas is available and directed per City Ordinance. Brandon Smith 5/4/22

GIS

GIS/Addressing no comment. Mark Medley 5/3/22

BUILDING

No comments received as of 5/13/22

PUBLIC WORKS

Public Works has no issues with this! Cliff Kelsey 5/16/22

ADDRESSING

No comments received as of 5/13/22

HOUSING & REDEVELOPMENT

No comments received as of 5/13/22

LAKE COUNTY PUBLIC WORKS

No comments received as of 5/13/22

LAKE COUNTY SCHOOLS

The district does not have any comments for the nonresidential uses. Thanks, Helen LaValley 5/9/22

PUBLIC RESPONSES

Approval

none

Disapproval

none

No comment

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

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

DATE: May 19, 2022
OWNER: Charles Everett, Lake County Holdings, LLC
PETITIONER: Charles Everett, Lake County Holdings, LLC
PROJECT: Lake County Holdings, LLC
REQUEST: Change Future Land Use Designation and Rezone for commercial development
CASE NO.: SSCP-22-126; RZ-22-127

GENERAL LOCATION: The property is generally located east of CR-468 and north of Griffin Road.

FUTURE LAND USE DESIGNATION:
Lake County Urban High Density

SURROUNDING FUTURE LAND USE DESIGNATION:
North – Lake County Urban High Density
South – Lake County Urban High Density
East – Lake County Urban High Density
West – Lake County Urban High Density

PROPOSED FUTURE LAND USE DESIGNATION:
General Commercial

EXISTING ZONING DESIGNATION:
Lake County R-7 (Mixed Residential District);
Lake County CP (Commercial Planned)

SURROUNDING ZONING DESIGNATIONS:
North – Lake County R-7 (Mixed Residential District); Lake County CP (Commercial Planned)
South – Lake County R-7 (Mixed Residential District); Lake County RP (Residential Professional)
East – Lake County R-7 (Mixed Residential District)
West – Lake County RP (Residential Professional); Lake County CP (Commercial Planned)

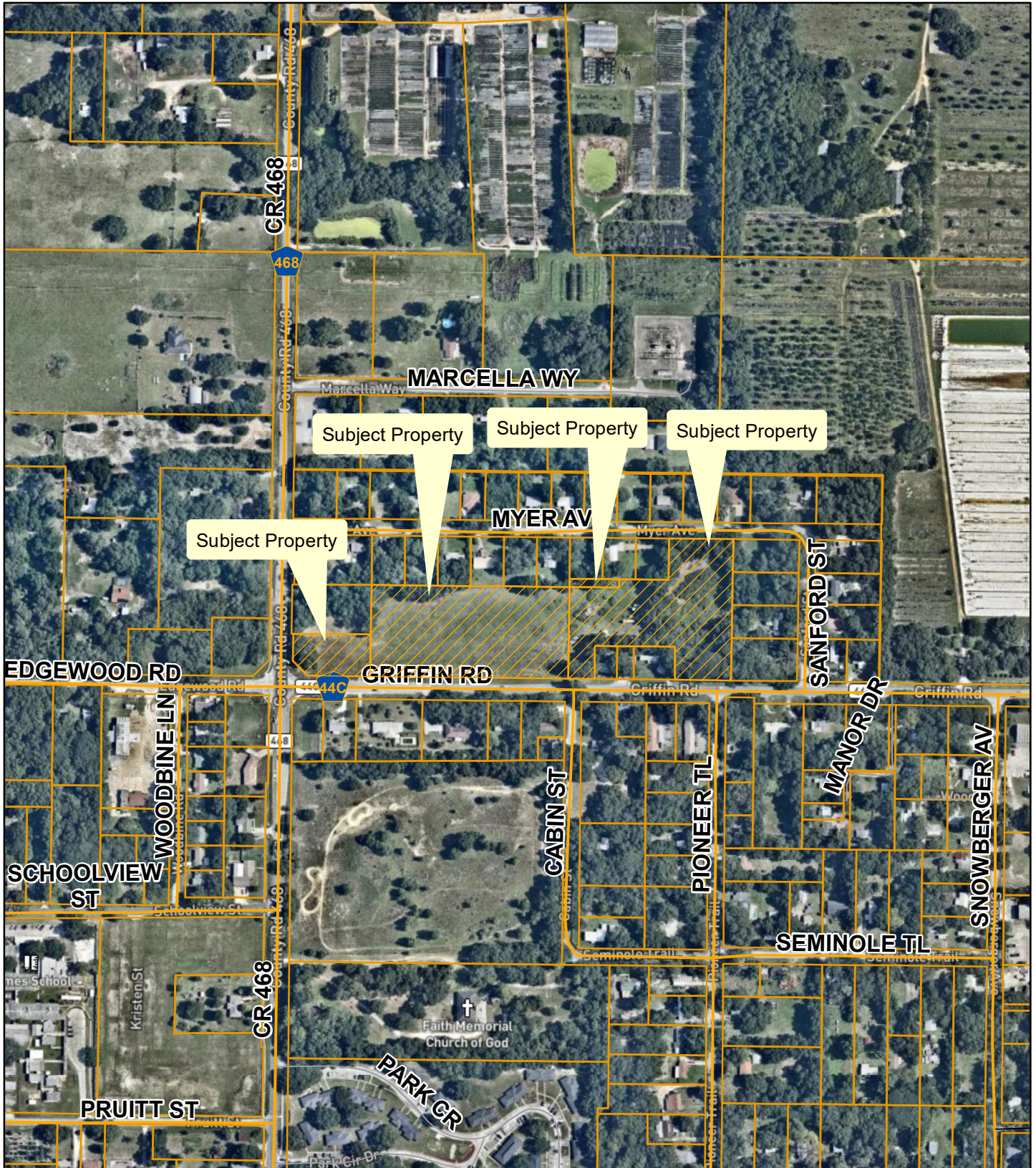
PROPOSED ZONING DESIGNATION:
SPUD (Small Planned Unit Development)

EXISTING LAND USE: Vacant Commercial and Vacant Residential

SURROUNDING LAND USE:
North – Residential
South – Residential; Government parcel
East – Residential
West – Residential; Government parcel

PROPOSED LAND USE: Commercial development

Aerial

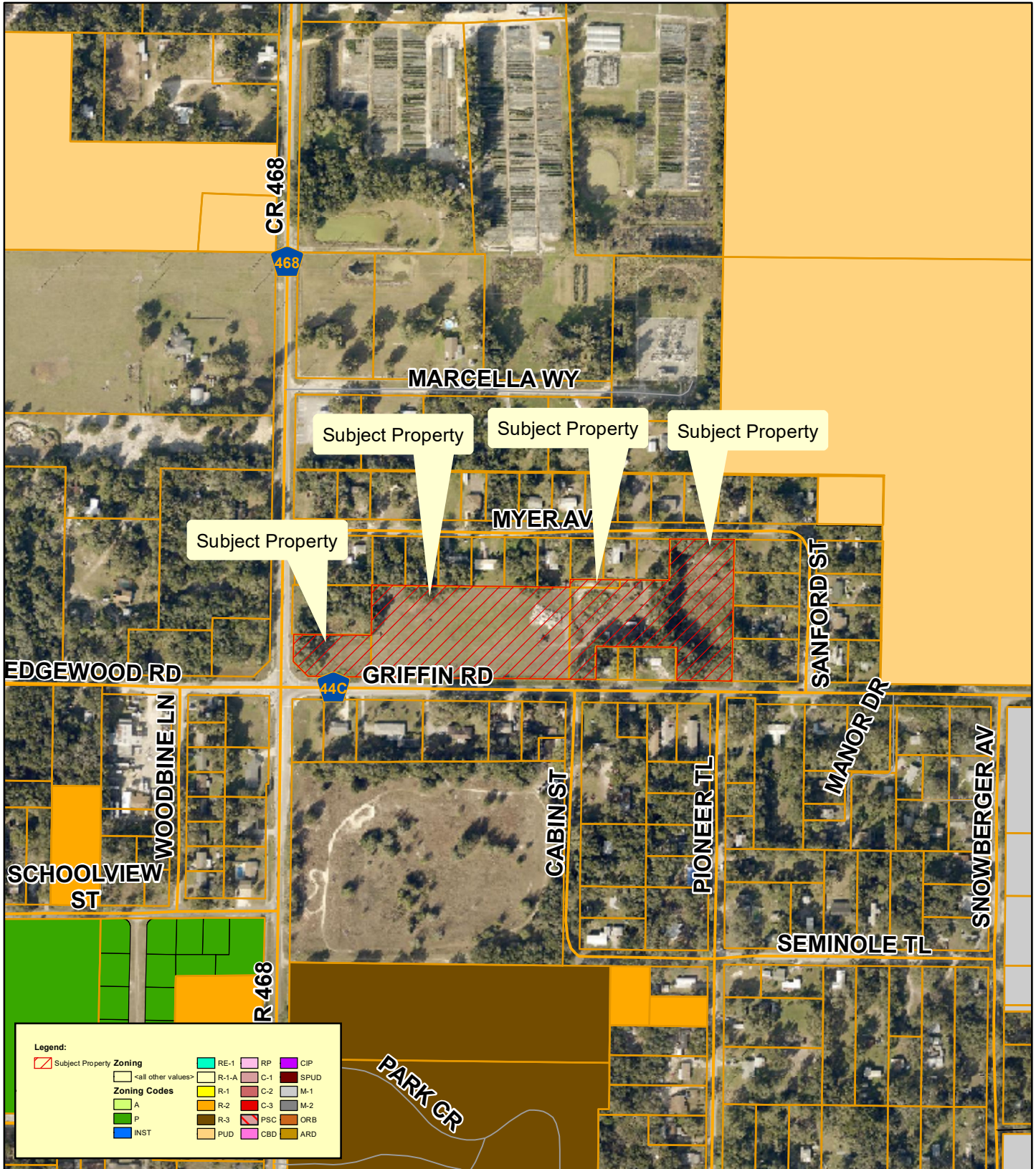


**Planning
& Zoning
Division**



Lake County Holdings, LLC
 ANNX-22-125; SSCP-22-126; SPUD-22-127
 AK#s: 1242380, 2580437, 3433661, 1716969
 Section 21, Township 19 South, Range 24 East
 April 13, 2022

Zoning

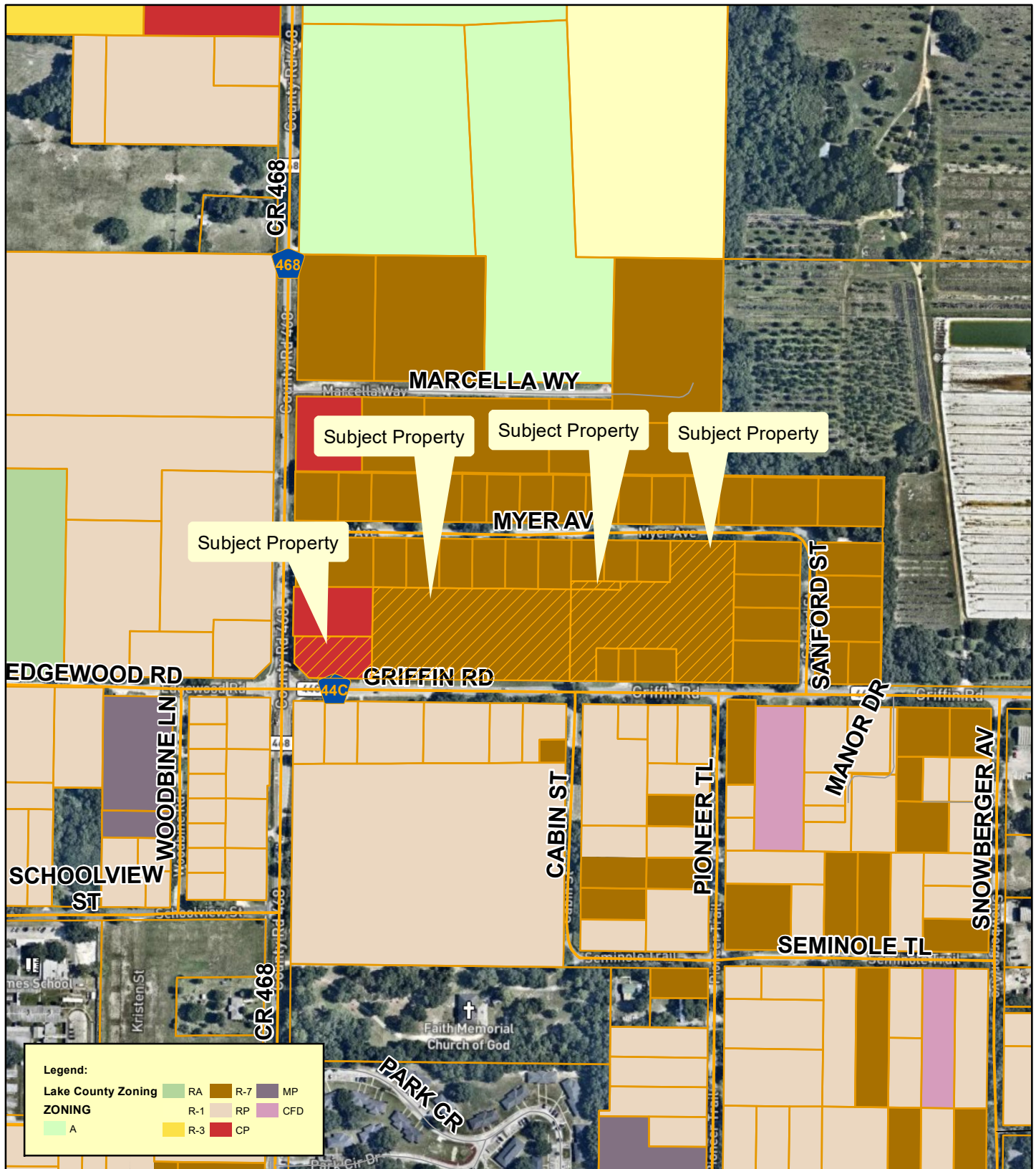


**Planning
& Zoning
Division**

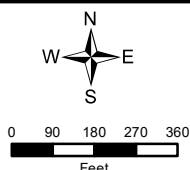


Lake County Holdings, LLC
 ANNX-22-125; /SSCP-22-126; SPUD-22-127
 AK#s: 1242380, 2580437, 3433661, 1716969
 Section 21, Township 19 South, Range 24 East
 April 13, 2022

Lake County Zoning

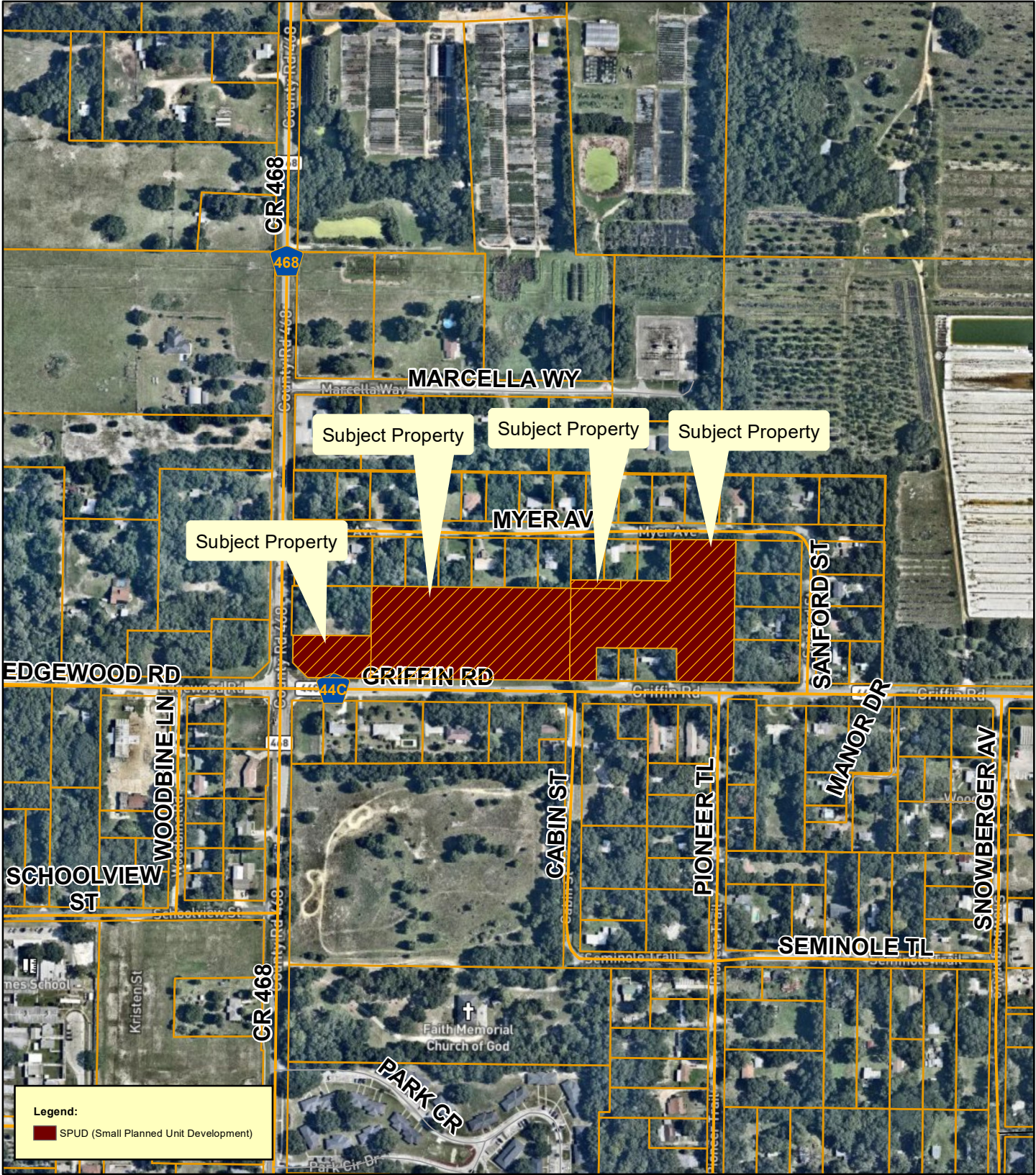


**Planning
& Zoning
Division**

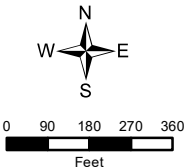


Lake County Holdings, LLC
 ANN-22-125; SSCP-22-126; SPUD-22-127
 AK#: 1242380, 2580437, 3433661, 1716969
 Section 21, Township 19 South, Range 24 East
 April 13, 2022

Proposed Zoning



**Planning
& Zoning
Division**

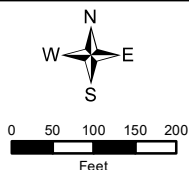


Lake County Holdings, LLC
ANNX-22-125; SSCP-22-126; SPUD-22-127
AK#s: 1242380, 2580437, 3433661, 1716969
Section 21, Township 19 South, Range 24 East
April 13, 2022

Surrounding Land Uses

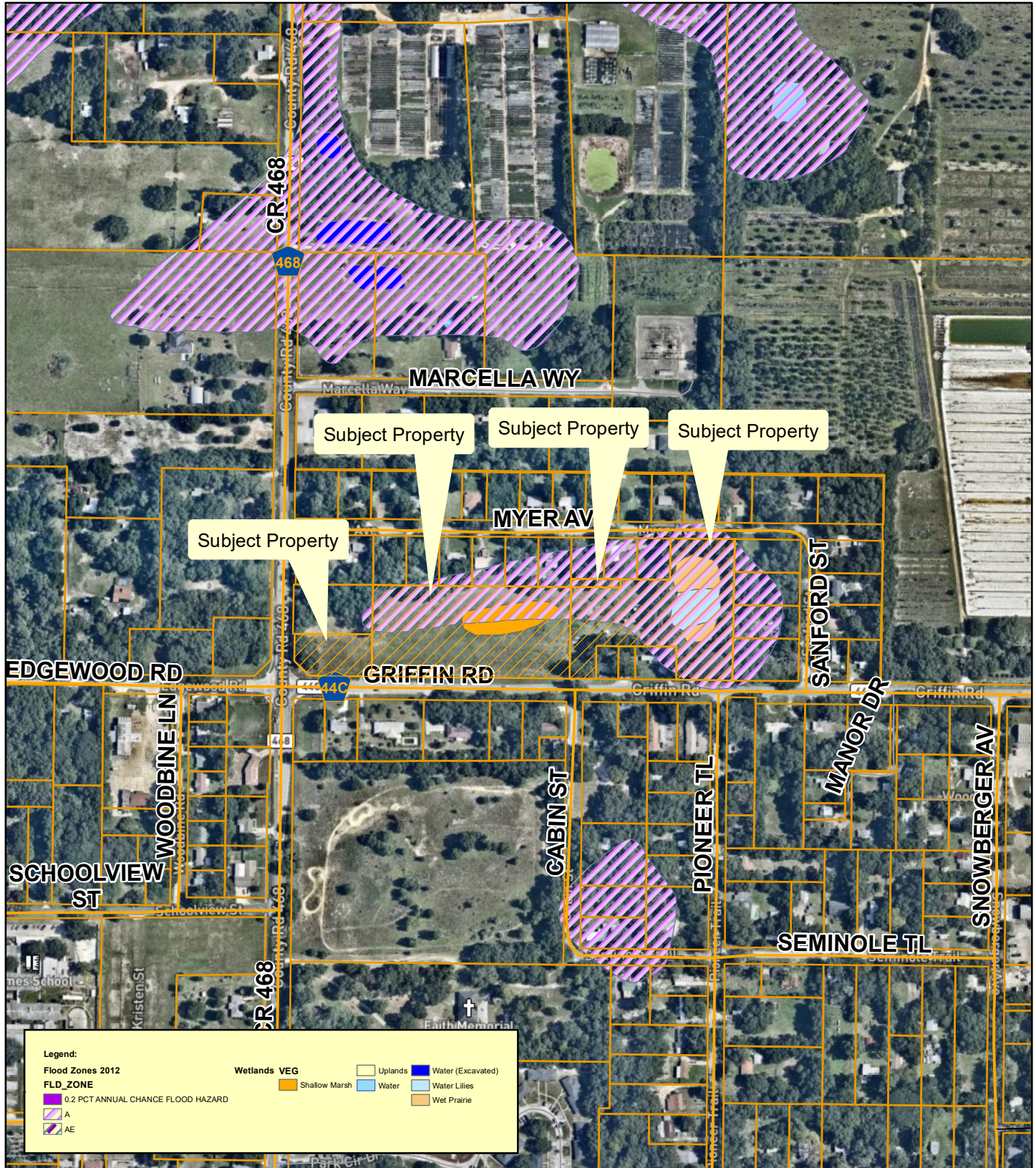


**Planning
& Zoning
Division**

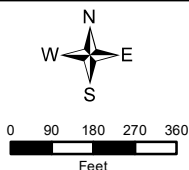


Lake County Holdings, LLC
 ANN-22-125; SSCP-22-126; SPUD-22-127
 AK#: 1242380, 2580437, 3433661, 1716969
 Section 21, Township 19 South, Range 24 East
 April 13, 2022

Wetlands and Flood Zones



**Planning
& Zoning
Division**



Lake County Holdings, LLC
 ANN-22-125; SSCP-22-126; SPUD-22-127
 AK#s: 1242380, 2580437, 3433661, 1716969
 Section 21, Township 19 South, Range 24 East
 April 13, 2022

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.C.1.

Meeting Date: June 13, 2022

From: Al Minner, (City Manager)

Subject: Consider Special Counsel for City of Leesburg versus Sunnyside Landing Development, LLC

Staff Recommendation:

Reconsider and Appoint Special Counsel for the "Sunnyside Writ of Certiorari".

Analysis:

A plea against the City has been filed in regard to the Sunnyside Development proposal. Because our General Counsel has a conflict of interest, Lindsey Holt was recommended by Stone and Gerken and the Commission appointed her to serve as special counsel. After appointing Ms. Holt, staff learned that the City's General Liability Insurance would cover up to \$100,000 of legal fees. Unfortunately, Ms. Holt is not on the accepted list of Attorneys that our General Liability Insurance will cover. There are three firms in Lake County that are eligible for coverage, which include (1) Brionez & Brionez; (2) Bell & Roper; and (3) Kelley-Kroneberg.

This matter was discussed with Ms. Holt. Ms Holt was very gracious and understanding if the Commission wanted to change counsel to receive insurance coverage. Grant Watson, City Attorney, was also contacted to review and list of eligible firms and he is recommending Brionez & Brionez or Bell & Roper.

The options available to the Commission are as follows:

1. Stay with Ms. Holt (No Insurance Coverage)
2. Appoint new special counsel - (Either Brionez or Bell & Roper). This action will cover legal fees and both firms have been contacted and are willing to serve.
3. A mixture of both.

Please note, that the first step of the "writ" defense will begin sometime in August. A specific date will be selected once the Commission decides on the Special Council.

Procurement Analysis:

Options:

Fiscal Impact:

Submission Date and Time:

Al Minner

From: Grant Watson <grant@stoneandgerken.com>
Sent: Friday, May 13, 2022 4:22 PM
To: Al Minner
Subject: RE: Preferred Legal Panel List

EXTERNAL EMAIL - USE CAUTION

Al – I think that's a good plan. Of the attorneys on the list, I would suggest using either Brionez + Brionez or Bell & Roper. If the Commission is inclined to go with the insurance approved attorney, then they still might consider keeping Lindsay retained to essentially serve as 'city attorney' on this particular dispute so the city will still have its own attorney (independent of the insurance company) to consult on any questions that might come up.

William Grant Watson, Esquire
Stone & Gerken, P.A.
4850 N. Highway 19A
Mount Dora, Florida 32757
(352) 357-0330
grant@stoneandgerken.com
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From: Al Minner <Al.Minner@leesburgflorida.gov>
Sent: Thursday, May 12, 2022 2:51 PM
To: Grant Watson <grant@stoneandgerken.com>
Subject: FW: Preferred Legal Panel List

I spoke with Lindsey on the issue about our insurance coverage paying for legal fees on the Sunnyside Writ. She completely understood. So I suggested we would present the issue to the Commission on the May 23rd meeting.

In the meantime, here is the approved list. Do you know any of these. You do the last one. That might be a good solution.....

Al Minner
City Manager
City of Leesburg
501 West Meadow Street
PO Box 490630
Leesburg, Florida 34749
Phone (352) 728-9786 x1100

www.leesburgflorida.gov



From: Lisa Earl <Lisa.Earl@leesburgflorida.gov>

Sent: Thursday, May 12, 2022 1:57 PM

To: Al Minner <Al.Minner@leesburgflorida.gov>; James Williams <James.Williams@leesburgflorida.gov>

Subject: Preferred Legal Panel List

Good afternoon,

Please see the attached list. There are only three listed for Lake County: Bell & Roper, Brionez & Brionez, and Kelley – Kronenberg. If you need any additional information please let me know.

Thank you,

Lisa Earl

Payroll and Risk Technician



City of Leesburg

501 W. Meadow Street

Leesburg, FL 34748

Phone: 352.728.9786 ext. 1424

lisa.earl@leesburgflorida.gov

"Life shrinks or expands in proportion to one's courage." – Anaís Nin

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