AGENDA
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, NOVEMBER 14, 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. City Manager - South Leesburg Infrastructure Development Plan Update

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 October 24, 2022

B. PURCHASING ITEMS:

1. Resolutions approving execution of a piggyback agreement with USIC

Locating Services, LLC and execution of an Expense Reimbursement Agreement with CenturyLink of Florida, Inc. related to performing utility locating services and reimbursement or payment for such services by CenturyLink of Florida, Inc.

a. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute the piggyback agreement with USIC Locating Services, LLC; 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 Expense Reimbursement Agreement with CenturyLink of Florida, 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 a Pre-Construction Services Agreement with Allstate Construction, Inc. related to the Athletic Facility/Field Renovation and the Marina Improvements; and providing an effective date.

3. Purchase request for desktops and laptop computers as part of the City's annual program for computer hardware replacement.

C. RESOLUTIONS:

1. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to apply for, and if awarded, accept the Assistance to Firefighters Grant (AFG) from FEMA, for the purchase of a ladder truck; and providing an effective date.

2. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Electric and Finance Departments to begin the consideration process for two new PURPA (Public Utility Regulatory Policies Act) Standards with respect to the City of Leesburg's rate structure; and providing an effective date.

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

4. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the City Manager to execute a Settlement Agreement between

the City of Leesburg and Alabama, LLC for the purpose of setting forth terms in which the parties will resolve the pending legal action concerning liens against property owned by Alabama, LLC; and providing an effective date.

5. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Purchase and Sale Agreement with Rapid Infiltration Basin Infrastructure & Transmission, LLC, to sell certain real property owned by the City, and to execute a Lease Agreement providing continued use in favor of the City; Accepting an Easement on the property for sprayfiled purposes; and providing an effective date.

a. Purchase and Sale Agreement

b. Lease Agreement

c. Grant of Easement

6. Resolution of the City Commission of the City of Leesburg, Florida approving a Facade, Sign, and Landscape grant for Faith World Church for sign improvements; and providing an effective date.

7. Resolution of the City Commission of the City of Leesburg, Florida approving a Facade, Sign, and Landscape grant for Palace Partners, LLC, for sign improvements at 410 W Main Street; and providing an effective date.

8. Resolution of the City Commission of the City of Leesburg, Florida approving a Downtown Building Redevelopment Grant to Palace Partners, LLC, for renovations at 410 W Main Street; 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. An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 133+/- acres; and being generally located east of U.S. Highway 27 and south of Dewey Robbins Road, lying in Section 05, Township 21 South, Range 25 East, Lake County, Florida;

providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date (Anthony Property).

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 133 +/- acres from Lake County Rural to City of Leesburg Estate Residential, for a property generally located east of U.S. Highway 27 and south of Dewey Robbins Road, lying in Section 05, Township 21 South, Range 25 East, Lake County, Florida; and providing an effective date. (Anthony Property)**

3. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 133 +/- acres from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) to allow a single-family residential subdivision for a property generally located east of U.S. Highway 27 and south of Dewey Robbins Road, lying in Section 05, Township 21 South, Range 25 East, Lake County, Florida; and providing an effective date. (Anthony Property)**

4. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 717 +/- acres; and being generally located east of US Highway 27, south of Dewey Robbins Road and north of Florida's Turnpike, lying in Sections 05, 06, and 07, Township 21 South, Range 25 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date. (Bar-Key Groves)**

5. **An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 717 +/- acres from Lake County Rural Transition, Lake County Rural, and Lake County Regional Office to City of Leesburg Estate Residential, for a property generally located east of US Highway 27, south of Dewey Robbins Road and north of Florida's Turnpike, lying in Sections 05, 06, and 07, Township 21 South, Range 25 East, Lake County, Florida; and providing an effective date. (Bar-Key Groves)**

6. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 717 +/- acres from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) to allow commercial and residential development for a property generally located east of US Highway 27, south of Dewey Robbins Road and north of Florida's Turnpike, lying in Sections 05, 06, and 07, Township 21 South, Range 25 East, Lake County, Florida; and providing an effective date. (Bar-Key Groves)**

7. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 55+/- acres; and being generally located west of County Road 44 and south of East Treasure Island Avenue, lying in Section 01, Township 19 South, Range 25 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 1; and providing an effective date. (Treasures Trove)**

8. **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 55 +/- acres from Lake County Rural Transition to City of Leesburg Estate Residential, for a property generally located west of County Road 44 and south of East Treasure Island Avenue, lying in Section 01, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Treasures Trove)**

9. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 55 +/- acres from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) to allow a single-family residential subdivision for a property generally located west of County Road 44 and south of East Treasure Island Avenue, lying in Section 01, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Treasures Trove)**

10. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 1.09 +/- acres; and being generally located north of U.S. Highway 441, east of Waters Edge Drive, west of Mark Road, and south of Brittany Boulevard, lying in Section 19, Township 19 South, Range 25 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 1; and providing an**

effective date. (Brittany Estates)

11. **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 1.09 +/- acres from Lake County Urban Medium Density to City of Leesburg Highway Commercial, for a property generally located north of U.S. Highway 441, east of Waters Edge Drive, west of Mark Road, and south of Brittany Boulevard, lying in Section 19, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Brittany Estates)**

12. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 1.09+/- acres from Lake County RMRP (Mobile Home Rental Park District) and Lake County C-2 (Community Commercial District) to City C-3 (Highway Commercial) to allow dry storage for boats and trailers for a property generally located north of U.S. Highway 441, east of Waters Edge Drive, west of Mark Road, and south of Brittany Boulevard, lying in Section 19, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Brittany Estates)**

13. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 3.42+/- acres; and being generally located south of West Main Street and east of Progress Road, lying in Section 29, 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 3; and providing an effective date. (Leesburg Small Bay)**

14. **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 3.42 +/- acres from Lake County Industrial to City of Leesburg Industrial, for a property generally located south of West Main Street and east of Progress Road, lying in Section 29, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Leesburg Small Bay)**

15. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 3.42+/- acres from Lake County HM (Heavy Industrial) to City of Leesburg M-1 (Industrial) to allow a warehouse for a property generally located south of West Main Street and east of Progress Road, lying in Section 29, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Leesburg Small Bay)**

B. FIRST READING OF ORDINANCES

1. An Ordinance of the City of Leesburg, Florida annexing certain real property consisting of approximately 6.93 acres; and being generally located south of U.S. Highway 441 and east of Anglers Avenue; as legally described in Section 23, Township 19 South, Range 25 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said City; providing that such annexed property shall be subject to all laws and ordinances of said City as if all such territory had been a part of the Ctiy 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 1; and providing an effective date. (Anglers AX)

2. An Ordinance of the City of Leesburg, Florida 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 6.93 +/- acres from Lake County Urban Medium Density to City of Leesburg Low Density, for a property generally located south of U.S. Highway 441 and east of Anglers Avenue, as legally described in Section 23, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Anglers SSCP)

3. An Ordinance of the City of Leesburg, Florida changing the zoning on approximately 6.93 acres from Lake County CP (Planned Commercial) to City of Leesburg SPUD (Small Planned Unit Development) to allow for residential development on a property generally located south of U.S. Highway 441 and east of Anglers Avenue, as legally described in Section 23, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Anglers SPUD)

C. NON-ROUTINE ITEMS

1. None

7. INFORMATIONAL REPORTS:

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

A. None

8. CITY ATTORNEY ITEMS:

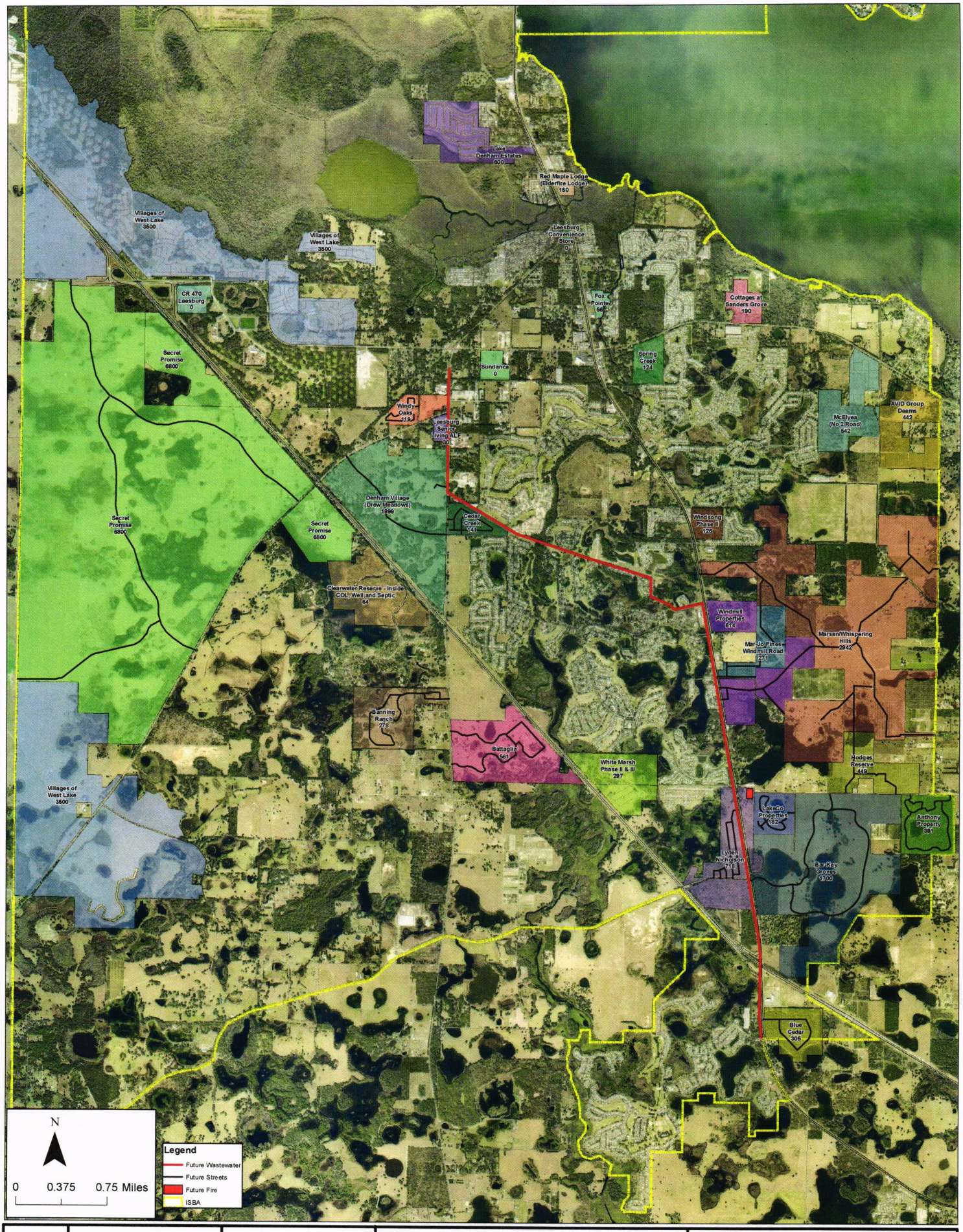
9. CITY MANAGER ITEMS:

10. ROLL CALL:

11. ADJOURN:

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

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



Document Path: G:\Community Development\Planning and Zoning Division\Z Projects\South End Stuff\South End Stuff.mxd

SHEET 1 OF 1	Date: 11/8/2022 Compiled by: Mike Andrews Scale: 1 inch = 0.23 miles	DISCLAIMER: The data displayed on this map are from a variety of sources. This map is not a survey and should only be used for planning purposes. The information on this map is provided in an "as is" condition. For further information, contact the City of Leesburg, GIS Division at (352) 728-9786.	**City of Leesburg Planning**	Geographical Information Systems A Division of Information Technology 204 N. 5th Street Leesburg, FL 34748 Ph. 352.728.9786 Fx. 352.326.6634 www.leesburgflorida.gov	Revisions Date Description 11/8/2022

AGENDA MINUTES
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, OCTOBER 24, 2022 5:30 PM

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting on Monday, October 24, 2022, at Leesburg City Hall. Mayor Pederson called the meeting to order at 5:32 p.m. with the following members present:

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

Also present were City Manager (CM) Al Minner, City Clerk (CC) J. Andi Purvis, City Attorney (CA) Francheska Sabatini, 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 offered.

5. CONSENT AGENDA:

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

Items pulled for discussion:

5.C.4 - Lease Agreement with Curry Aviation, LLC for vacant land located north of Veterans Road and east of Taxiway Kilo
5.C.5 - Task Order with GAI Consultants, Inc. for professional design services for the development of and land located north of Veterans Road and east of Taxway Kilo
5.C.8 - Civic Organization Funding Agreement for Fiscal Year 2022-23 with Leesburg Cemeteries, Inc.
5.C.9 - Right-of-way deed for the streets in Bradford Ridge and maintenance obligations associated therewith
5.C.10 - Agreement between the City and Lake Economic Area Development Corporation (LEAD), a registered Florida Not-For-Profit Corporation
5.C.12 - Gas Service Agreement among the City of Leesburg, and Burgland Investments, LLC., and D.R. Horton, Inc., for provision of natural gas to the subdivision known as "Heritage - The Cottages of Sanders Grove"

Commissioner Robuck moved to adopt the Consent Agenda except for **5.C.4, 5.C.5, 5.C.8, 5.C.9, 5.C.10, and 5.C.12** and Commissioner Christian seconded the motion.

The roll call vote was:

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

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

A. CITY COMMISSION MEETING MINUTES:

1. Regular meeting held October 10, 2022

B. PURCHASING ITEMS:

1. Resolution of the City Commission of the City of Leesburg, Florida

authorizing the Mayor and City Clerk to execute an Agreement with Wharton-Smith, Inc.; and providing an effective date.

ADOPTED RESOLUTION 11,196

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. 71, a subdivision of the City of Leesburg, Florida, being a portion of Section 8, 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. 71)

ADOPTED RESOLUTION 11,197

2. Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Villages of West Lake Unit No. 72, a subdivision of the City of Leesburg, Florida, being a portion of Sections 8 and 9, 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. 72)

ADOPTED RESOLUTION 11,198

3. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Lease Renewal Agreement, between the City of Leesburg and Orlando Financial Corporation; and providing an effective date.

ADOPTED RESOLUTION 11,199

4. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Lease Agreement with Curry Aviation, LLC, for vacant land, located north of Veterans Road and east of Taxiway Kilo; and providing an effective date.

ADOPTED RESOLUTION 11,203

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

Commissioner Robuck made a motion to adopt the resolution and Commissioner Burry seconded the

motion.

Mayor Pederson requested comments from the Commission and the audience.

Commissioner Robuck asked the city manager if he could provide some additional information. **CM Minner** stated that Dr. Curry was present and he would most likely want an opportunity to speak about this matter. This was presented to the airport advisory board and this project concept is a good one. The airport board had expressed that one of their priority goals was to build hangars. We have endeavored to do that with some grant cycle funding. However, the airport is currently sitting on about 2.7 million dollars of available cash. Referring to a chart, he showed the airport's available cash closer to 4.25 million dollars, but after the encumbered and reserve monies, there was 2.7 million dollars available free to spend. There were some questions from the airport board after the last board meeting. They had discussions on October 6th with city staff and GAI Consultants. The airport manager was at that meeting and some questions were raised over the cash flow and CIPs that were coming before the airport. If we did this project, the airport board would subtly shift some priorities. It is important to make sure everybody understands the cash flow. One comment from the presentation we provided to the airport board was there was no good cash flow number, which made it hard for the airport board to determine what was a priority. It is fair to say that the airport board felt the Curry lease should be a priority project because it mixes economic development with hangar development in an undeveloped parcel of the airport. It is located in the northeast corner. It is four acres of property that is not easily reachable. The parcel is located immediately north of the fire station and immediately west of Cracker Barrel. The airport has 2.7 million in cash, but how much of that is the recurring cash? Annually, the airport brings in about 1.3 million dollars, primarily through leases, which is exclusive of grant money. From that 1.3 million dollars we spend about six hundred and thirty thousand dollars on operating costs. That leaves a little over half a million dollars in cash. In some years, it could be around four hundred and seventy thousand dollars and it could be as high as seven hundred thousand dollars. On average, it is about five hundred and fifty thousand dollars. Referring to the chart, he showed by adding the green and blue lines together, it adds up to the yellow line at the bottom and that shows the airport's available cash. They started this back in fiscal year 2015 because in fiscal year 2015, they took the airport out of the general fund. They made the airport its own enterprise fund to provide for clean accounting. The airport was no longer being subsidized by general revenues of the city. The airport revenues did not subsidize general operations. When we did that back in fiscal year 2015, we came up with a formula/matrix and we paid out to the airport an "x" amount of dollars. He could not remember the exact number, but he recalls everybody being happy with the amount that was shifted. We moved forward with separate funds and we now have good government accounting practices. Referring to the chart, he stated that the green and blue line deviations are important because they go back to grant funding. The airport receives grants from two organizations; the FAA and FDOT. Basically, all grant money is derived from aviation jet fuel and gas sales. That is a tax that goes to the federal government. The federal government keeps a bunch of that aviation gas and jet fuel tax money. They keep the lionshares of that for the FAA. They will kick back portions of that to the states and the states will divvy that money out based on intricate formulas. In the State of Florida, that money goes to FDOT or the Aviation Department of FDOT. Those are the 80/20 grants. FDOT grants are special because they do the fun stuff; new projects are built like hangars and we can get fuel farm towers built. We can also get new capital improvements funded with 80/20 grants. The FAA grants are different. FAA grants are funded at a higher level, ninety percent, and they are stricter on how we spend them. Those are usually for maintenance; paving the runway, fixing taxiway lights and fences. That is why we differentiate them in the chart. Every year we get around two hundred and fifty thousand dollars in maintenance grants. We could probably skip a year, two at most, if we wanted to bank cash to do something that we did not have the money for. However, we do not want to get in the process of skipping money for those FAA grants because they keep the airport up to snuff.

Now, how much money does the airport really have? The magic number is about two hundred and fifty thousand dollars. We have two hundred and fifty thousand dollars a year to bond with, to do other projects with or to build cash reserves with. Over the course of the analysis, two hundred and fifty thousand dollars per year had built up to 1.9 million dollars. However, it does show 2.7 million in their account. If you do the math and add that number to the Jenkins sale, that number demonstrates a majority of the cash being from the sale of the asset, which is good, because cash is king. We still need to be careful where we spend it because there are reoccurring revenue options and they are pretty much at the two-fifty level. There is a competing demand for that cash and how we want to spend it. The major projects at the airport are the relocation of the fuel farm and rehabilitation of the fuel farm. They are technically the same project yet they tackle the question of how we refurbish the fuel farm in two ways. We have two options for the fuel farm; we could do the Cadillac rehab at 3.4 million dollars or rehabilitate it at 1.5 million dollars. Both projects are eligible for FDOT grant funding. The Veterans Road site development project is one million dollars and that is directly related to the Curry lease. If we sign the lease tonight with Dr. Curry, we will need to make improvements. The site improvements will be to clear the ground, build the taxiway, fence and stormwater. We also need to construct an entry road. We will have taxiway ingress/egress for the planes on the west side and on the east side, which comes off Veterans Road, we need to move the fence, clear the land and do the stormwater. That estimate, including the engineering, is about one million dollars. The next big project is the hangars and those are broken down into two categories. For the hangar site development on the land we identified, that cost will be about two million dollars to have prepped. That area will then be able to hold four buildings. The thought is to have two t-hangars and two corporate hangar sites. Each building will cost about 1.5 million dollars. Those are the competing demands. We provided the airport board with a couple of ways of doing this to maximize the leverage. They are concerned that the fuel farm has a higher rank in priority from the airport board. If we do the fuel farm in the capacity that the airport board is recommending, which is the Cadillac plan, we will run out of cash rather quickly. We used to enjoy more funding from FDOT; however, the feds have been keeping more of that money for different federal projects they deem more important before giving back to the states. The states now receive less money. We used to be funded at eighty percent for different projects and the state used to give us the heads up that we were only going to get a certain amount for the Leesburg airport and the average amount would be a tick over one million dollars. However, for the next three fiscal years, which started in July due to the federal fiscal year, we can see one million dollars each July being allocated to the City of Leesburg. Referring to a chart, he said, how do we spend the money? We could do the Veterans Drive project with grant money and we could start the site rehab with cash tomorrow. We could start building with cash tomorrow and slowly matriculate our way in. We would end up at about two million dollars. Referring to the next slide, he showed that if we were to focus just on building hangars we would end up with two or three buildings and about two hundred thousand dollars left in the account. If we decided to do the fuel farm by the summertime we would be sitting on about three hundred thousand dollars. That is something we really need to look at. There was some confusion that came from the airport board and he spoke to the chairman about it after the meeting. He believes they have both concurred, so he added a slide to his presentation, which the airport board has not yet seen, that shows the cash flow. The chairman of the airport board asked him to come back and speak at their next meeting regarding the confusion about how this impacts the Curry lease. Tonight, we are looking at the Curry Aviation lease and this lease contemplates a thirty-two year lease with two ten-year extensions. If we were to lease this property to Curry Aviation, we would develop the area in the north corner, which is about four acres. It has the potential to be divided into four bigger lots. They could put in a corporate hangar and provide that hangar for economic development. We could have a bigger hangar where, hopefully, more corporations come in and employ folks. This would be an economic development incentive and a job creation center. It is a good concept. However, we do have the question about how we should pay for it, and what the competing demands are. He recommended the Curry lease and the hangar concepts be rated above the fuel farm concept. Tonight, we are dealing with the Curry lease and how we will pay for the improvements associated with it. The

Curry lease contemplates just that. It says for the first two years the leaser would pay sixteen cents for the raw undeveloped land. That two-year timeframe is how long we have estimated it will take the city to finish the improvements. The estimated cost would be about one million dollars. The lease says we will take the value of those improvements and divide it by four because there are four potential buildable lots. So, two hundred and fifty thousand dollars for the capital improvement is divided by thirty and that comes up to about thirty cents. It could be closer to twenty-four cents. Once the improvements are made, the lease states the new lease rate will be forty cents per square foot, based on actual costs of the formula. Year one will then start over. It would be two years at sixteen cents, which equals roughly five thousand dollars per year. It would be thirty years at the modified per square footage which includes the improvements. It is a ballpark of around forty cents, but the annual amount is about twelve grand. It provides for two ten-year options for a potential total of fifty-two years.

Commissioner Robuck commented that generally he is in favor of the Curry lease and the development of the property. He agreed with the city manager that the fuel farm should take a back seat because it works fine. However, he has concerns about the lease and it has nothing to do with Dr. Curry or the project. When it comes to the airport, we have to think about this lease because it is a good deal. It is not just from an airport perspective. However, we have to be cognizant of the airport's image, because when people view the airport, most citizens do not know why we even have an airport. This lease would provide a ton of value to the city and, unfortunately, that is not well understood. We need to be very careful about structuring deals that look like we are using city money as an incentive, even though airport money would be used for this project.

Remember the Wipaire deal that was a long time ago, but the city did an incentive there and it blew up on us. Fortunately, we had a prior city commission that had the wisdom to put in a clawback and we were able to pull back some of that money, but not all of it. That is important to remember, even though this is not the same. This investment is smaller and it is not based on jobs. This is very different than what we are used to doing and we are spending a substantial amount of money to help what will ultimately be four tenants. This is not just about Dr. Curry because there will be four people benefiting from this. It would not be fair to make Dr. Curry pay for the lease while it was under construction. We should wait to collect the money once the site has been developed. In return, we should have a two hundred and fifty thousand dollar performance bond that stipulates if he does not build when the site is ready, the city gets the money and we can build the hangars. He does not want to see the city spend one million dollars on developing the site to not have a tenant. That would look really bad. Nor would it be fair to ask him to write out a check for the whole project. It should be a wash with the premium on the bond being roughly the same as what he would have paid on the first two-year lease. When it comes to the length of the lease, he is not wild about fifty-years. The commission only approves thirty-year leases. This project does not rise to the level of where we should be considering a fifty-year lease. We may need to look at capping the amount of site work that we want to recoup. We are estimating one million dollars and we have seen some pretty big projects get overrun. It would not be fair to say we need to recoup our costs and they end up being two to three million dollars. There should be a cap even if it was twenty percent or one point two million dollars.

Commissioner Connell inquired if there would be four lots available and if the lease would total twelve thousand four hundred ninety-nine dollars after the first two years? **CM Minner** replied yes.

Commissioner Connell asked if each of the four lots would pay the same twelve thousand four hundred and ninety-nine dollars. **CM Minner** answered it would be within that deviation. The formula would be the same, but the two end lots would have a little more square footage. The two inner lots are smaller, so they would pay a tick under the twelve. **Commissioner Connell** commented when we said twelve thousand five hundred, that it would be if all four lots were full. It was his understanding that we did not have tenants for three of them. **CM Minner** said that was correct. **Commissioner Connell** stated even if we had all four rented it would still take the city twenty years to recoup one million dollars. **CM Minner**

remarked that it would take thirty years. **Commissioner Robuck** clarified that he was including the excess money, but you are saying the same thing. **Commissioner Connell** said he spoke to the city manager earlier about the possibility of grant money funding some of this. **CM Minner** responded there were two ways they could get grant money. One would be the FDOT allocation for this fiscal year. There are one or two available now. If we did the project, he would suggest using both cash and grant money. Dr. Curry may wish to speak about this, but he suggested using the grant money this year to cover the one million dollars. However, it would not cover the engineering fees. The logic behind that is Dr. Curry would like to get moving as quickly as possible and the city cannot receive money for projects that we have already started. So, between now and the New Year, that is the time it would take GAI to do the engineering and the city would eat the engineering costs. That money would come out of our pocket and that would be eighty thousand dollars. We would then go back to FDOT for the nine hundred thousand dollars to cover the cost of the project. **Commissioner Connell** wanted to confirm that the eighty-six thousand dollars would be part of the one million dollars. **CM Minner** replied yes. **Commissioner Connell** inquired if we funded some of this project through grants, would they still pay the same lease amount? **CM Minner** answered that is how the lease was written. **Commissioner Connell** wanted to verify that they would pay the twelve thousand five hundred regardless. **CM Minner** responded it would be regardless of whether we receive any grant money or not. We should not put a cap on the number. The bond is understandable because that is almost a wash with the exchange. We would want to use some contract language that reserves it for the construction period. Then the lease at the twelve-five level starts the day construction begins. If we want to go out longer, we could commit to when the certificate of occupancy is issued. However, he would not recommend putting a cap on it because the numbers with construction are all over the place. The official number now is seven hundred plus contingencies and engineering. That is how we arrived at the one million dollar number. He is worried about the asphalt numbers, so we may see that number go up. The lease was written for actual costs. At the end of this, it may not be twelve point five. It may be a tick less. The legal position in that lease is the matrix of the formula; it is sixteen cents, plus the actual expenditures, divided by the term, divided by four.
Commissioner Connell thought it was too big of an investment for what little return we would get back.
Commissioner Robuck mentioned that with a performance bond he would be okay, but given the low amount, it may have to be a letter of credit. He was not an expert, but he was open to it. That would have to be something left open as to how it was done.
Mayor Pederson appreciated Commissioner Robuck's comments and agreed with no rent during construction and trading that for the performance bond or letter of credit. His biggest issue was making sure we were consistent. We talked about the thirty-year lease and he wanted to be consistent and fair to everybody at the airport. If we do thirty-year leases today, we need to be consistent moving forward. He heard fifty was done years ago, but today we do thirty-year leases. **Commissioner Robuck** mentioned that a typical lease is twenty years with two five-year renewals. He would be open to a straight thirty-year lease if that was what they wanted. **Mayor Pederson** agreed and, with the grant funds, he wants to be consistent there too. He wants to be fair to Dr. Curry, yet keep everybody happy at the airport. With the cap, he would probably take that out. **Commissioner Christian** asked if they could formalize more on the grant. We talked about the grant, but what is the issue with the grant? **Commissioner Robuck** remarked that his understanding was that Dr. Curry's position was if we used grant money, he should not have to pay back the site work cost. What the mayor said and what he would certainly say is, we do all sorts of hangars at the airport with grant money and people still pay regular rent. **Mayor Pederson** said he wanted to have consistency. **Commissioner Christian** agreed with that concept. Paying the money back helps pay for other things at the airport. If we just gave it away and did not get paid back, then we would not be able to do other things with the hangars. We would have to subsidize a grant which would not be fair to other future projects or past projects. Grants really have nothing to do with it. He should have to pay it back regardless, because that helps expedite other products at the airport.

Commissioner Robuck made a motion to amend the lease to reflect that there would be no payments

during the construction period. Payments would start when the site is ready to be taken over and that a two hundred and fifty thousand dollar performance bond or letter of credit would be provided until all construction is complete on the hangars and the term of the lease would be for thirty years and Commissioner Christian seconded the motion.

Mayor Pederson requested comments from the commission. **Commissioner Connell** stated that he did not have any opposition to what Commissioner Robuck proposed. He just opposes the project overall. He believes this is too much money for what we would get in return.

Dr. Chris Curry, 7523 Frog Log Lane, Leesburg, wanted to comment about not getting the investment back. He asked if they have ever heard of Horton STOL kits or Horton performance kits? It is a worldwide company. He just purchased the company about a year ago. They sell airplane STOL kits that go on the front of the wing for every system made for every Piper. When it comes to Leesburg, they will have fifteen kits that go to Mexico, nine kits that go to South Africa and six that go to Australia. If they were to put Horton at the Leesburg Airport, Leesburg would be known as the home of Horton. Anyone in the world who looks up Horton sSTOL kits will see they are located in the City of Leesburg. That will bring more people to the airport. They are finishing a certification process on a motor and when that happens, they will see a tremendous increase in the number of people that come into the airport. It is not just Curry Aviation getting an airport hangar. This has to do with Horton doing the STOL kits and production here. There is nothing at the airport that is worldwide. He asked anyone to name one worldwide company currently located at the airport. **CM Minner** mentioned that they have Skybolt and Firehawk. **Dr. Curry** said, okay there are two companies, but how many people come out to buy airplanes and stuff? They will bring a lot of people to Leesburg. When they come, they will rent hotel rooms, eat food, and, as they grow, they will employ more people. This is not just about building a hangar or building a development for him. He disagreed that it was not a benefit to the airport because it would be. Depending on how big things get with other parts of his company, he may end up leasing all four spots. It could be like the movie "Field of Dreams", where if you build it, they will come. There will be people buying his products and wanting to put hangars up because there are no hangars anywhere. The return on investment would be pretty quick.

Commissioner Connell stated he understood what he was saying. However, even if we leased all four spots it would take a tremendous amount of time to get our one million dollars back. **Dr. Curry** agreed, but isn't the exposure to the city worth that? **Commissioner Connell** remarked that he did not know the answer to that because right now no one knows what the potential exposure is. That is a hypothetical question. **Dr. Curry** stated it is pretty realistic. All you have to do is look up Horton. There are a lot of people that look up Horton when they want to buy their products. When they do, the City of Leesburg will be right there, so there will be a ton of exposure. Investment wise, it would be investing money back in the city for when people come and spend money within the city. You will not see it from the airport, you will see it on the hotel reservations and the food that people buy. People may even move here. That is where it will be seen. These are hypotheticals, but how much infrastructure are you going to have for that? **Commissioner Connell** stated he gets his point. **Dr. Curry** remarked that he was making his point because when they say it is not worth it, he disagrees. **Commissioner Connell** commented that, from a strict standard investment, it would take twenty to thirty years to break even and that does not sound like a great investment. **Dr. Curry** stated no, but you are just thinking about the airport. **Commissioner Connell** said he understands there are intangibles and we would get it back in other ways. **Dr. Curry** said that one million dollars may come back in two years depending on how many people use it. You have to look at everything outside of the airport. As far as the two hundred and fifty thousand dollar bond or the letter of credit, he respects the comment about Wipaire, but it is not the same thing. How many people from Wipaire actually lived in Leesburg? None. Did they already have a business in Leesburg or invest any money in this city? No. How many of their kids went to school here? How many of them have

to face these people every day in business life? If he screws the city over, how many people would still come to his office to get Orthopedic care? He would look really bad. He is invested in the city as much as a two hundred and fifty thousand dollar bond. **Commissioner Robuck** stated that is certainly so, and that is why he suggested the trade-off for no rent. **Dr. Curry** interjected that having a business here for the last twenty years, may say he was not going to run. He understands and if that is what it takes, that is what it takes. However, he is not Wipaire and he is not that type of person. He has been in Leesburg for twenty-five years. He has grandkids here, so he is not going far. Everybody has valid points. However, not everyone is looking at how it will benefit the city outside the airport. They are just looking inside the airport. He brought a young man with him who could explain how much it had benefited him being close to the airport. He was pretty much going nowhere until he found aviation and now he is working on obtaining his commercial license. **Commissioner Robuck** stated they are all big believers of the airport. They have all been very supportive of it. **Dr. Curry** said he wanted to bring more than just a company to the airport. That was his plan. He is here, he has been here and he is not going anywhere. In fifty years he may not be here, but his kids and grandkids will be. The plan was for them to take over the company. He came here from a little town called Mahal, Texas. Aviation will not go anywhere when it comes to him and his family. His kids are involved in aviation and that was the reason for the extension of the lease. Horton has been around since 1962. **Commissioner Robuck** said if everything works as we certainly hope it does, thirty years from now you will come back and probably get a better deal because the city will want your company to stay in Leesburg. **Dr. Curry** replied that was the reason for the extension. He did not want to just hit and run. **Mayor Pederson** stated that the city appreciates his efforts and patience. He knows this has taken longer than expected. He asked if there were any further comments from the commission or the public. There were none.

The roll call vote was:

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

Four yeas, one nay, the Commission approved the amendment.

CM Minner noted the three add-ons to the lease could be done administratively. We do not need the lease to come back as long as Dr. Curry signs it. That would include modifying the first two years, the two hundred and fifty thousand dollar bond or letter of credit and going back to a thirty-year lease term. That is how it will be rewritten and they will present it to Dr. Curry. If he signs it, you will not hear back from him.

The roll call vote was:

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

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

5. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Task Order with GAI Consultants, Inc., for professional design services for the development of

vacant land, located north of Veterans Road and east of Taxiway Kilo; and providing an effective date.

ADOPTED RESOLUTION 11,204

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

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

Mayor Pederson requested comments from the Commission and the audience.

Commissioner Robuck stated he pulled this item because it related to the last item. **CM Minner** added that the previous item was the Curry lease, which was modified. We will see if Dr. Curry signs it. Assuming he does, it will trigger the engineering work. The contract would be for eighty-six thousand dollars for GAI to design the improvements. Two things need to be added to this resolution. First, give him the authority to execute the task order if the lease is approved. Secondly, assuming our scope, if we want to endeavor to do this project with grant funds that exist this year, we will move in that direction. In the spirit of full disclosure, we would shift funds around to do this project with grant funds. That would give Dr. Curry a window of January 2023 for when we can start construction. In the interim, and to not hold up the construction, assuming he signs the lease, we would have GAI start the design. The design would be started on our watch with our cash. Otherwise, we would have to go back through the grant process and that could take some time. We can get the Veterans Road improvements approved by FDOT, hopefully, by the beginning of the year. That is a good trade-off and from now through the end of the year it would be at GAI for designing. If we were to go get grant money to pay for that, it would push the design start date back to the beginning of the year. Regarding the amount that is in there and the cash flow, he recommended paying GAI with cash. We will only execute this if we have a grant and the approved agreement. With the motion, he would add, that when it is approved, that is when we will execute it. **Mayor Pederson** wanted to confirm that he said January 2023 for the design. **CM Minner** answered January 2023. It will take about ninety days to design this. If we do this, we will want to do it with grant money, and the airport manager will have to go back to FDOT to change our grant agreements and that will be done administratively. We will come back sometime between now and the end of the year to approve a joint participation agreement (JPA) between the City of Leesburg and FDOT for the Veterans Road site improvements. While the airport manager is handling that, we will tell GAI to do the designing of this project. The design costs will not be eligible for grant funds unless we wait for the JPA. If we wait for the JPA that pushes Dr. Curry's project from ninety days to one hundred and twenty days. That is why he recommended spending the cash on the design and getting the JPA on the improvements. That way we would be able to start construction. He knows Dr. Curry has other stuff he has permits for, but hopefully, if everybody is holding hands and if the timeframe goes down right by the time we are done with construction, he can start his construction. **Mayor Pederson** remarked that he would like to see this project keep moving forward. **CM Minner** added the best way to do that is to pay for the design out of pocket. **Commissioner Burry** inquired if they needed to amend the motion. **CM Minner** replied yes, they need to amend it, so that the capital improvements will be made with grant money and not to execute the GAI agreement until a lease is approved.

Commissioner Burry made a motion to amend the task order so that the capital improvements are made with FDOT grants, the design is paid for with cash, and that we do not execute the design until the lease is approved by both parties, and Commissioner Robuck seconded the motion.

The roll call vote on the amendment was:

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

Four yeas, one nay, the Commission approved the amendment.

The roll call vote as amended was:

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

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

6. **Resolution of the City Commission of the City of Leesburg, Florida accepting a Utility Easement to the City of Leesburg from Brandon Lee Smart, for the purpose of granting the City an Easement over the property described therein, together with the Joinder and Consent to Utility Easement from Northpointe Bank joining and consenting to the Utility Easement; and providing an effective date.**

ADOPTED RESOLUTION 11,200

7. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Leesburg Police Department to apply for and, if awarded, accept an Edward Bryne FY 2021 County Wide Grant from the Florida Department of Law Enforcement (FDLE) to supplement costs associated with the purchase of department equipment; and providing an effective date.**

ADOPTED RESOLUTION 11,201

8. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Civic Organization Funding Agreement for Fiscal Year 2022-23 with Leesburg Cemeteries, Inc.; and providing an effective date.**

ADOPTED RESOLUTION 11,205

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

Commissioner Burry made a motion to adopt the resolution and Commissioner Robuck seconded the

motion.

Mayor Pederson requested comments from the Commission and the audience.

Commissioner Connell stated he spoke to the city manager about this. He asked for some background as to why we would pay to maintain private property. **CM Minner** answered that we talked about this during the fiscal year 2023 budget workshops and when the cemetery came seeking additional funding. He does not know the original intent as to how this started, but the city has been financing the cemetery for quite some time. He has always assumed that it was a municipal duty that shifted off to the private sector and in exchange we have funded it. We have funded it since he has been here through the civic funding agreement. Since he has been here, the cemetery folks have only come in twice asking for an increase. If Lone Oak does not do this, then ultimately, where would the responsibility fall, it would fall back to the city as a municipal cemetery. Then we would be in the cemetery business. He did not know the financials inside and out, but he did present the commission with an outline of their financials to justify the increase. This action was budgeted and it was contemplated over the summer. That rough number was about one hundred and ten thousand dollars. The agreement funds were to come out of civic grant funding, which is a standard operating procedure (SOP). It has historically been done this way and this duty would be ours if they were not doing it. If it was our responsibility, we would have to plan to pay a bit more to maintain the cemeteries, we would have to sell lots and work with a sexton. That could end up costing more than one hundred and sixty thousand dollars. **Commissioner Connell** said he did not see the financials. What do they do with the money they are making? **CM Minner** replied that it goes into their operations. Their funds come from the sale of lots, our funding and whatever contributions they receive, along with whatever they have left in their trust. **Commissioner Connell** wanted to know if we knew what they spend the civic funding on. **CM Minner** replied they have to pay folks to open and close the graves. They have to cut the grass, there is regular maintenance of trees and things like that. They also have to pay their utility bills. **Commissioner Connell** wanted to know what the one-sixty-one would go towards. **CM Minner** answered it would be all of that. **Commissioner Connnell** asked if we were supplementing half of that because he wanted to be sure they were paying their fair share. **CM Minner** responded that they are paying their fair share. **Mayor Pederson** stated that his view on this was that the private sector running it is mostly volunteers. At the end of the day, they do a great job, maybe better than what the city could. He knows the city manager gets upset when he says that, but it could cost us more than one hundred and sixty thousand dollars a year if we took this back. He really appreciates the group out there. **Commissioner Christian** commented that ever since he has been on this commission it has been one hundred thousand dollars. Shady Oaks is located off of Dixie and that cemetery is completely sold out, so they are basically maintaining it now. Lone Oaks Cemetery is the only cemetery where they can make any money and when he talks to people in the funeral business, it is not that lucrative. Most people are now doing cremations. When he had to use their services, he believed they said the vault was sold out too. He does not think there are any options for expansion. He always said as a commissioner that if they did not do it, then it would fall back to the City of Leesburg. He does not know if that is factual, but that is what he has heard for the last twenty years. Maybe the city manager could look into that. **CM Minner** said that for those funds, the money goes off two ways. During his time in Sebastian, if a plot was sold for an "x" amount of money, that would be split. Half of the money would go into operational costs and the other half would go into a trust. That trust was set up for when the cemetery was filled up and there were no more plots to sell, that trust would kick in to pay for the maintenance services and Commissioner Christian's comments back that up. We have a cemetery that is completely sold out with no revenue opportunities. At one sixty a year for two cemeteries, including maintenance, that is not a crazy number. **Commissioner Burry** wanted to confirm that with the increase, Shady Oak Cemetery will be maintained to a good standard. **CM Minner** reminded them that they recently approved some American Recovery Plan (ARP) money for the cemetery to purchase new equipment. They have promised better maintenance at Shady Oaks. He would put in the remarks that this

would be the second increase in the last two or three years. We should not see them back for several years. He does not expect to see them for at least five years.

The roll call vote was:

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

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

9. Resolution of the City Commission of the City of Leesburg, Florida, accepting a right-of-way deed for the streets in Bradford Ridge and maintenance obligations associated therewith; and providing an effective date.

ADOPTED RESOLUTION 11,206

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

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

Mayor Pederson requested comments from the Commission and the audience.

Commissioner Connell asked the city manager to explain why we would consider accepting these roads. It was his understanding that it was not part of the original agreement. **CM Minner** answered the city's historical practice for new subdivisions started when we started doing annexations years ago under Bill Wiley. The city started doing PUDs, just as we do now. In the PUD there is language that says the city "may" accept dedication of the streets and the city "may" accept dedication of the stormwater improvements. The operative word in the PUD is "may" and ever since we started doing PUD agreements and annexations, "may" has been the general practice word that meant the city was not going to accept dedication. All previous developers have accepted the word "may" in the PUDs. They accepted that the city was not going to take dedication. Up until recently, the word "may" has not been questioned by developers. He speculates the word is getting questioned because as construction costs increase and interest rates go up, it is getting harder to meet the magic number to sell homes. It is all about where the numbers hit. In the past, the developers accepted the word "may" in the PUD, so they formed HOAs or CDDs and shifted the maintenance responsibility to the HOA or CDD. The cost could range anywhere between fifty and three hundred dollars a month. With mortgages going up from fifty to three hundred dollars a month, developers' sales are starting to fall. They see mortgage costs going up and the potential buyer does not have the money for a CDD. That is why this question has come back to the city. The developers are now saying it is the government's job to take care of the roads. In all honesty, it is the city's job. However, before the city takes over the roads, the developer needs to build the roads to the city's specifications. They need to ensure that when they dedicate the roads to the city they have a life expectancy of at least twenty to thirty years. Now, we have been going down the road for quite a while with the operative word "may" and we have not been inspecting the roads because they were not dedicated to the city. Until now, this issue has started popping up and the first development to test the

policy is Bradford Ridge. It is a smaller subdivision in Sunnyside with fifty-three units. Pacquette did the road development and when the developers reached out to us to contemplate this and to see if the city would change the PUD from "may" to "shall" dedicate the roads, the response was that we would have the public works department folks go out and check the roads. We have to make sure the roads are in a condition where they are acceptable to the city. If not, we would not accept them. We did that and we have even changed the public works department around to better deal with development so we can watch pre-construction issues better. We added some positions and Ryan Gerdon will be the site development coordinator. He worked directly with Pacquette and he went out and visited this development. The developers took a gamble for the right to ask this question because they are required to fix the roads if they are not up to city standards. They also have to provide a two-year maintenance bond, which says if we accept dedication and the streets blow up within two years, we can pull that bond to make the improvements. If they make it past those two years, the streets will be deemed reasonable. We have to remember that when we take on these subdivisions, it increases taxes. Every house pays four mills for their value. While it is not a huge number, we will not be paving streets all the time. They will add to the general value of the community. They are being built to specifications and if the population increases, they should increase our local gas option revenue too. That is our perpetual money for when we buy and do overlays. When that street needs to be resurfaced, that overlay money should be there. Yes, it is a bit of a risk to the city, but our job is to maintain them in perpetuity. We need to look at changing the way we do business as new subdivisions come in. We could look to the city attorney on this, if it sets a precedent, but precedent is always arguable. It does not necessarily change the precedent, but it certainly sets the stage for accepting roads. If we do it in this test case, some of the other subdivisions that are on the books may come back saying they want to re-examine the "may" word in the PUD. **Mayor Pederson** mentioned that he discussed this briefly with the city manager. He wondered if we inspected all the roads in the subdivisions we approve now? **CM Minner** said the subdivisions that we approve now are set up to be inspected. The subdivision that we are looking at right now is not under construction. There is one that comes to mind with Ostrander and Mr. Gerdon has been out there keeping in touch with them. They have not come to the city asking if we would accept dedication of the roads. It still says "may", so our answer to them would be no. If they push the envelope, Mr. Gerdon is out there watching it and we will come back. The word of mouth right now from public works is that the developers know we do not take the roads. If we want to change the word "may" in the PUDs, they had better build the roads to city standards. We are keeping a cavalier eye on this issue because we anticipate these guys coming back to us. We have a good feeling about who is doing it right and who is not. **Mayor Pederson** inquired if he understood that right that Pacquette had gone back and done some work out there. **CM Minner** stated that Pacquette did go back and fix the streets. **Mayor Pederson** said, as far as setting a precedent, the only thing we are sending is a message that says, in order for us to take the roads, they have to be done to city standards. **CM Minner** replied that he felt very comfortable with that. **Commissioner Burry** said with our PUDs now, can we require the developers to build the roads to our standards and include a maintenance bond clause. **CM Minner** stated he believes we are doing that now. **PZD Miller** remarked that the current PUDs state all roads within the development have to be constructed to city standards. They say should the developer desire to dedicate the streets or internal road system to the city, they have to demonstrate that the roads are built to city satisfaction. It also says if the developer chooses to retain the roadways, they have to create some form of homeowner’s association or CDD in order to pay for the roads.

Commissioner Burry remarked that his opinion was similar to the city manager's. If we are going to approve and bring county properties into the city, it will be our responsibility to maintain the properties. That being said, the developers should be responsible for building the roads according to city standards. They should require a maintenance bond to make sure they are satisfactory before we accept the roads. If they do not meet the standards, the bonds are there to bring them up to city standards. **PZD Miller** stated that is how it is done now. **Commissioner Connell** added that we have private roads in the city now. **CM**

Minner said Arlington Ridge and Legacy. **Commissioner Connell** said we do not maintain those, so why would we want to change from what we have done? These developments have an HOA or a CDD. We have to take that into account as far as the fees. They pay to live there and to take care of the roads. He does not know why we would want to assume an additional responsibility financially to maintain all the roads throughout the city. **Commissioner Robuck** stated that although he did not bring this specific item up, it does bring up the idea that we had better figure out a way to take over these roads. He does not disagree with anything Commissioner Connell said, because philosophically, he is right. What concerns him is, twenty years from now, fifty residents may come to the commission because their little HOA is very different than Legacy or Arlington Ridge, where they were not charged appropriately. We will have fifty residents here complaining that their streets are not safe and they cannot afford to fix them. They will say the city should have paid more attention and we will end up paying for it. We need to make sure these roads are in good condition. All of them outside of the big well-run subdivisions, because we will end up on the hook for it. We need to make sure the roads are up to city standards. **CM Minner** said there are classic examples of that. The subdivisions with higher values of homes, Arlington Ridge and Legacy, we have no issues with their roads. However, the workforce housing that is more market rate, like Lake Denham Estates, the roads are terrible. The public works department has been working on that. That is where, under the existing policy, the word "may" states we are not going to take over the roads. With what Commissioner Robuck said, the situation will come to roost. If we close our eyes and stick our heads in the sand and say we do not want this, cool, but that will not preclude people from knocking on our doors, which is what they are doing now. **Commissioner Christian** questioned if the city was currently evaluating the roads to make sure we were charging the appropriate taxes and fees to cover the costs of the roads in ten or twenty years. As Commissioner Connell said, if we have a subdivision that does not have an HOA or a CDD, we have basically given this person a certificate of occupancy to their new home and the road in front that nobody owns and the developer will eventually disappear. If the road comes back to the city, are we looking to make sure we are charging enough so, in ten or twenty years, when we assume a vast number of roads in the overlooked older subdivisions when they need repair, will we have enough money? **CM Minner** responded that would come from the general revenues of the city. We look at it and adjust it annually. **Mayor Pederson** asked if there were any other comments. There were none.

The roll call vote was:

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

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

10. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Agreement between the City of Leesburg and Lake Economic Area Development Corporation (LEAD), a registered Florida Not-For-Profit Corporation; and providing an effective date.

ADOPTED RESOLUTION 11,207

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

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

Mayor Pederson requested comments from the Commission and the audience.

Commissioner Connell said this is twenty-eight thousand dollars, which is fine, but is there a performance agreement that shows what they are going to do for us or what they are attempting to do? Is there an evaluation? He spoke to the city manager earlier about this, but he would like more clarification. **CM Minner** responded that this is a one-year agreement. It will be evaluated on an annual basis. At that time, they can determine whether spending twenty eight thousand dollars is worth having a private economic development arm or not. **Commissioner Robuck** said he could provide a little more clarity on this because he is on the board. It is not a conflict because he actually pays to be a boardmember as opposed to getting paid to be on the board. They will report on the metrics in the agreement quarterly and if everyone really wants to see him, he could come back quarterly to talk to them. **Commissioner Christian** suggested sending updates by email. **Commissioner Connell** said he wanted to make sure we were not giving out thirty thousand dollars without an understanding or an idea of what they were doing with the money. **Commissioner Robuck** agreed and said if they did not provide results, he would cut his own personal funding. He would be the first to come back and say the city should cut funding. However, he is very excited about this endeavor. They already have meetings setup. There are two areas in the county marked as being the most promising for industrial development and they are in Leesburg. One is on South 27 near the Turnpike, and the other is going out on 44. There are people already looking out there. He will come and report quarterly. **Commissioner Christian** asked who the point person was in the city? **CM Minner** replied it would be him because economic development roots itself in his office. **Mayor Pederson** asked for any further comments. There were none.

The roll call vote was:

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

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

11. Resolution of the City Commission of the City of Leesburg, Florida approving a special transfer in Fiscal Year 22-23 from the Solid Waste fund in the amount of $500,000 for various Capital Projects; and providing an effective date.

ADOPTED RESOLUTION 11,202

12. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Gas Service Agreement among the City of Leesburg, Florida, and Burgland Investments, LLC, and D.R. Horton, Inc., for provision of natural gas to the subdivision known as "Heritage - The Cottages of Sanders Grove"; and providing an effective date.

ADOPTED RESOLUTION 11,208

Commissioner Robuck 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 Connell asked the city manager to briefly provide some background on this. **CM Minner** stated this subdivision is located on the northside of CR 48. It is almost adjacent to the back entrance of Legacy. This subdivision was built in 2005. At that time, there was a different type of gas service agreement. There is a rule that when a subdivision comes into the city limits they have to develop it as a gas subdivision. They have to provide a certain amount of gas appliances and we require the developer to pay for the development costs up front. However, we did not do that in 2005. We had an agreement between the city gas department and the Pringle development where the city would put in the gas infrastructure as long as the Pringle development would build the houses and use gas appliances. There were about one hundred and sixty-six estate units. He could not remember how big they were, but they were not the typical fifty-foot front lot units approved today. They were more upscale homes. When we entered into the agreement, it said, if the city did not get the number count of one hundred and sixty-six units in three years, they would have to pay us back. Well, three years came and went and one hundred and sixty-six units were not constructed. Only a handful of homes were built. Then 2008 came, which would have been the time to collect our money. To say they did not perform their end of the deal and that they owed us for the gas improvements. However, we never chased down Pringle for that money and somewhere along the way, the Pringle Corporation went bankrupt and that entity is now non-existent. We now have D.R. Horton and Berglund Investments, who purchased the remainder of the lots. They are developing them as platted. We requested an upfront payment for the remaining gas infrastructure and they resisted. They said that agreement was not for them, it did not involve them. The city's intent is to have gas subdivisions built and it would be difficult to hold the current developers to the old standard, so we met in the middle. We asked the developer to pay one thousand dollars per unit as each home is developed instead of cash up front. They will pay every time a permit is pulled. When they pull a permit they will pay one thousand dollars and that will go towards the gas. What that one thousand dollars covers is the extension costs. It is not quite two thousand dollars to hook up the houses, but between the tap of the existing main burrowing under the existing road, the service line, laterals, and setting the meter, it is just a tick under two thousand dollars. The gas department will pick up the cost above the one thousand dollars, and we will not do business like that anymore. **Commissioner Connell** inquired how many units are left to be built? **CM Minner** responded there were about one hundred and sixty. **Commissioner Connell** wanted to clarify that we are looking at about one hundred and sixty thousand dollars. **CM Minner** replied there is one hundred and sixty three units, so that would be a one hundred and sixty three thousand dollar exposure to the gas department and the return on investment would be about seven years. We typically have a three-year return on investment, so it is not the greatest, but at the end of the day, this is what we are up against. We have already invested about eighty thousand dollars in gas mains. If we fight about whether to force the developers to build a gas subdivision, the worst-case scenario is we pay for the legal fees and if we lose, they do not have to build a gas subdivision. We would then have gas mains in a subdivision that would never use gas. The middle ground with the developer was that they would do one thousand dollars per unit when they pull the permit. Even though there is a little return on investment, at the end of the day, we ensure that after seven years the gas department's investment will be returned. It is one hundred and sixty-three thousand dollars with

exposure to the gas department. We can all hope that the gas department in the next year can come up with one hundred and sixty connections. However, we do not see that number happening. The number of certificates of occupancy issued each month that we have sustained is around seventy. No one can speculate how fast a subdivision can be built, but he assumed there would be a handful a year until the one hundred and sixty-three are filled. **Mayor Pederson** asked for any other comments. There were none.

The roll call vote was:

Commissioner Christian	Yes
Commissioner Burry	Yes
Commissioner Robuck	Abstain
Commissioner Connell	Yes
Mayor Pederson	Yes

Four yeas, no nays, one abstain, the Commission adopted the resolution.

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 9.74 +/- acres; and being generally located east of Sleepy Hollow Road and north of Sunnyside Drive, lying in Section 29, Township 19 South, Range 25 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 1; and providing an effective date. (Frazier's Sleepy Hollow)

ADOPTED ORDINANCE 22-51

Mayor Pederson asked to have items one, two and three read together. We will discuss all three items together and then vote on them individually.

Commissioner Burry asked that all three ordinances be introduced and read by title only. CC Purvis read all three ordinances by title only.

Mayor Pederson stated that items two and three are quasi-judicial items. He asked the city attorney to do the swearing in. **CA Sabatini** asked anyone who wished to present evidence or wished to speak about these items to stand and she swore them in.

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

Mayor Pederson requested comments from the commission and the audience.

PZD Miller stated this was the Fraizers Sleepy Hollow annexation, small-scale comprehensive plan, and PUD. It is located east of Sleepy Hollow Road and north of Sunnyside. It is 9.74 acres. They will all be single-family homes at 2.7 units an acre. They will have six thousand square foot minimum lots and seventeen hundred square feet houses with two car garages including architectural standards. The development will have twenty-five-foot buffers around the entire property. It will have dark sky lighting, a tree in each yard, thirty-five percent minimum of open space, and gutter requirements appropriate for any lot less than sixty feet. There will be twenty-seven units total in this development. It is pretty small, but they are ready to go. Mr. Summit and Mr. Lee are here if there are any questions. **Mayor Pederson** asked if the developers had any comments and from the audience they said no. If there were any questions, they would be happy to answer them.

Mayor Pederson inquired if there were any comments from the commission. **Commissioner Burry** stated that this development would be part of his district and there were no objections from the surrounding property owners. This will be north of the boundary that was determined to be more congested. **Commissioner Christian** asked if they would update the commission's district because it currently says district one. **PZD Miller** replied it would take effect January 1st. **CM Minner** replied that it is using the current district number, but it will be updated when they go into effect. The district will ultimately be five, but district one is the right district now for the ordinance. **Mayor Pederson** asked if there were any other comments from the commission or the audience. There were none.

The roll call vote was:

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

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

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 9.74 +/- acres from Lake County Rural Transition to City of Leesburg Estate Residential, for a property generally located east of Sleepy Hollow Road and north of Sunnyside Drive as legally described in Section 29, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Frazier's Sleepy Hollow SSCP)

ADOPTED ORDINANCE 22-52

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

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

The roll call vote was:

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

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

3. **An Ordinance of the City of Leesburg, Florida changing the zoning on approximately 9.74 +/- acres from Lake County R-1 (Rural Residential) to City of Leesburg SPUD (Small Planned Unit Development) to allow a single-family residential development for a property generally located east of Sleepy Hollow Road and north of Sunnyside Drive, as legally described in Section 29, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Frazier's Sleepy Hollow SPUD)**

ADOPTED ORDINANCE 22-53

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

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

The roll call vote was:

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

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

4. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 49 +/- acres; and being generally located west of County Road 44 and north and south of Seng Road, lying in Section 16, Township 19 South, Range 25 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date (Swan Capital).**

ORDINANCE CONTINUED TO NOVEMBER 28TH

Mayor Pederson stated items four, five, and six would need a motion to be continued to the November 28th meeting. **CM Minner** commented that the developers requested these items be carried over because

at the last meeting there was a question raised about whether they wanted to do an "A" type of development or a "B" type of development. The consensus direction from the commission to them was that the commission would approve either A or B, but not both. The developers are doing their homework and they have not come up with their final answer. They have asked for more time. They would like to continue this matter until the November 28th meeting. We will need to open these items, read them and continue them. There could be one motion to continue all three items to that meeting.

Commissioner Burry asked that all three ordinances be introduced and read by title only. CC Purvis read the ordinances by title only.

Commissioner Christian made a motion to continue all three items to the commission meeting of November 28th and Commissioner Robuck seconded the motion.

Commissioner Burry remarked that in the ordinances it states that the development will go into commission district three. It is located on Singh Road, so it should be in district one. **PZD Miller** stated that is correct. They will get that updated prior to the November 28th meeting. **Mayor Pederson** requested further comments from the commission and the audience. There were none.

The roll call vote was:

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

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

CM Minner added that the districts will not be their new districts until the new commissioners are elected. Until such time, we are using the old district numbers. Come January, everything will be different.

5. An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 49 +/- acres from Lake County Rural Transition to City of Leesburg Estate Residential, for a property generally located west of County Road 44 and north and south of Seng Road, lying in Section 16, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Swan Capital)

ORDINANCE CONTINUED TO NOVEMBER 28TH

6. An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 49 +/- acres from Lake County R-1 (Rural Residential) to City of Leesburg PUD (Planned Unit Development) to allow a single-family residential development for a property generally located west of County Road 44 and north and south of Seng Road, lying in Section 16, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Swan Capital PUD)

ORDINANCE CONTINUED TO NOVEMBER 28TH

B. FIRST READING OF ORDINANCES

1. NONE

C. NON-ROUTINE ITEMS

1. Flouride application in the City's Public Water Supply

CM Minner stated Commissioner Burry brought this issue before the commission a couple of meetings ago. Lake County School official, Bill Mathias, along with Commissioner Burry have had conversations with him regarding a couple of dentists in town who have noticed that Leesburg does not have fluoride in our water. Commissioner Burry, in short, has asked the city to tackle the question of whether or not we should put fluoride in the city water. Commissioner Burry is an advocate for putting fluoride in the water as he will discuss it this evening. We had this discussion when Commissioner Burry brought this topic up a few meetings ago. Neither the matter nor the data have changed. Adding fluoride to the public water systems started back in the 1940s. At that time, it was deemed to be one of the ten greatest public health accomplishments. Starting in the late 90s and early 2000s, as policies were reviewed, there was a school of thought that adding fluoride to the water was not that great. During those fifty years and as time passed, we not only added fluoride to the water, it was in dental treatments, it was even in some of the foods that we consumed. The sources for fluoride had changed and, therefore, we did not need to put fluoride in the water. Now, we have the opposite antifluoride side. Those who will argue that having too much fluoride is unsafe to handle. They will say fluoride is an additional expense and if you put too much fluoride in the water it becomes counterproductive. That will be used as a scare tactic. We want to try and prevent cavities and grow stronger enamel. The American Dental Association (ADA) will support putting fluoride in the water. They will say there is no proof of somebody suffering from too much fluoride being in the water. That is untraceable and that is not a reasonable argument. Today, there are upwards of eighty percent of all public water systems that continue to put fluoride in their water. However, Leesburg is different and Lake County is different. There are only three communities in Lake County that put fluoride in the water: Eustis, Tavares, and Umatilla. Leesburg stopped putting fluoride in the water in the early 2000s for simple reasons of money and employee safety. He thinks employee safety is a bit of a misnomer; handling fluoride is another added factor in treating water. Employees have to handle chemicals and they are trained to do that. They are trained to put fluoride in the water and it would require an extra step and it comes at an additional expense. However, he would not deem it unsafe. It does make their job harder, but that is why we trust our water treatment plant professionals to deal with these things. In the 2000s, we took the fluoride out of the water because we were in the process of upgrading the wastewater treatment plant, along with the SCADA systems, and different pumping systems that needed upgrading. There were different facilities that needed upgrading and, at the end of the day, we saved some money by not upgrading the system. At that time, they decided to stop putting fluoride in the water. The fluoride question has not been raised since then. He heard the conversation and this is where we are now. We discussed this issue two meetings ago and Commissioner Burry asked to have the numbers brought back to see if the commission would like to revisit this or not and the numbers

were included in the packet. It was about six hundred and one thousand dollars. That would cover the one-time capital expense to get the pumps and SCADA systems up and running. Then it will be about seventy-five thousand dollars a year for the chemicals.
Mayor Pederson asked to talk about the water usage and the breakdown that is used by a person. **CM Minner** answered, if the commission decides to put fluoride in the water, we are looking at a capital improvement cost of six hundred thousand dollars and an annual cost of seventy-five thousand dollars for operations. The question becomes how much water is consumed and that answer he does not know. However, the answer that is factual that we do know is, per capita, the City of Leesburg uses one hundred and fifty-two gallons of water per person per day. The standard barrier the water district wants to see is one hundred and fifty gallons of water per person per day. We could most likely get under that requirement rather quickly, because we have a CUP that will be going out, but that number is one hundred and fifty-two gallons per day per person on the Leesburg water system. There are other sources that say the average consumption of water by a person is one gallon. Of the one hundred and fifty-two gallons per day, we know one gallon of that is potentially getting into someone's body. **Mayor Pederson** remarked that he did not have an agenda behind that, he just thought that it needed to be out there. The commission needs to fully understand all the issues.

David Wollenschlaeger stated he was an orthodontist. He started his practice in the City of Leesburg back in 1990. At that time, he would see a limited number of patients with what he would say was gross decay. By the mid-2000s, he started noticing that children were coming in and they had cavities all over the place. It got to the point that he called the city to look into the water report and he found out they quit putting fluoride in the water. When he asked about it, he was told that the machine was broken and it would cost too much to fix. Over the next ten-year period, he saw more and more of it and it was making him sick to his stomach. It is just terrible. The cost of dental care is going up and we do not have a lot of pediatric dentists in Leesburg or Lake County. When you call for a pediatric dentist, you will be put on a three to six month waiting list before you can get an appointment to have a cavity filled. Some parents bring in their bills and he sees three to six thousand dollar bills. These parents cannot afford this, so they end up taking their teeth out. It is just untenable. Sometimes, the leaders have to protect the citizens from themselves. That is all there is to it. You have to make tough choices. He knows there is grant money available to help pay to get the system back online. There may be a couple hundred thousand dollars available. Water is not just consumed by drinking, it gets absorbed into the foods that we eat. This is not fictional, it is real. This is not something we need to sit around wondering about whether or not it will be successful. It is already successful around the country. He grew up in Colorado Springs where the water was naturally fluoridated and he does not have a single cavity in his mouth. He wished every citizen in Leesburg could have that same benefit. It does not work that way unless we take some steps to fluorinate the water. The average cost for a Leesburg citizen would be about two dollars and sixty cents per year. The return on that, with the way inflation is heading, is one hundred to one hundred and fifty dollars per citizen per year. There were commissioners thirty years ago making these very tough decisions when there was even less information about fluoride, but here we are in year seventy. He implodes them to get this back on track and to take advantage of the grant money. This is something that would help wealthy people as well as poor people, especially the people who cannot afford it. It would benefit them the most. He hates to see Leesburg lagging behind the other communities that are right around us. **Commissioner Christian** questioned the grant funding.

Dr. Wade Winker stated he practices dentistry in Eustis, where they are fluoridated. He resides at 728 Boylston Street, Leesburg. He has two grandchildren growing up in this community. He agreed with all the numbers that Dr. Wollenschlaeger shared referring to the grant money. He was in contact today with the Florida Department of Health as well as the Center for Disease Control and there is currently two hundred and fifty thousand dollars of grant money available. However, he encouraged the city not to vote on this tonight. We would probably have a very good shot at getting that grant. We would be considered

a startup at this point even though we had it once a long time ago. Startups get preferential treatment for that money, so it would work in our favor. His recommendation would be, and the way he has seen it in other cities and around the county is when people have considered either removing fluoride or putting fluoride in the water, they first hold a public workshop. He thinks the city will get a whole lot of pushback on this if the public is not duly noticed. They would bring experts with them to the workshop. They could all provide some input. They would be more than happy to share their information with the public. One point that Dr. Wollenschlaeger made and it is very well documented through its seventy-year history, and that is that fluoridation of a community water supply seems to benefit the lower economic residents more than the higher economies. The only explanation he could provide for that is that the people in the higher socioeconomic areas get more routine dental care because of the costs. Concentration is key and the city will hear all kinds of crazy reports about people breaking hips and arms because they had too much fluoride. Denver has about twenty-four parts per million and we are advocating for 0.7, which is the right concentration. Just like any other substance, it can be poisonous in the wrong concentration. You could drink too much water and die of hypokalemia. If he were to line up all the research that the American Dental Association has done and print it on paper, it would fill the room. If they were to line up their anti-fluoridation reports, which most of them are pseudoscientific, they would fit in about three boxes. There is quite a bit of information out there, but do not stop here.

Mayor Pederson asked if it would benefit the city to approve it now and go for a grant or should we wait? He does not want to mess up the opportunity to apply for grant money. **Mr. Winkler** replied that the city manager may have a better idea of the appropriate order. **CM Minner** stated that he did not have a good answer because he was unfamiliar with that grant. Commissioner Burry had sent him some information on it, but he had not had a chance to look at it. He advised the commission not to make the decision based on whether we get grant money or not. They should make the decision based on this being a public health initiative that we want to undertake, regardless of grant money. If we get the grant money, great, that would be the icing on the cake. Then it will not cost us as much. From a financial perspective, six hundred thousand dollars is a lot and seventy-five thousand dollars a year is not so bad. It does not wig him out. His wig out number would be more like one million or one and a half million dollars. At that point, he would say whoa, but at this number, no. There are a couple things that we need to do financially in the water department this year and that is to fix the pipe on US 27 where it is too small. We need to expand that and get that project done. We have to get the water tower project done because those are key to the growth and development in the south. Now throw another half a million dollars on the CIP plate and he is still not spazzing out. If we have to do it, he will tell the Director of Public Works to get this done. We would start pinching off some money from the cash reserves to do it this year or at least get it started this year. That will probably affect programming next year, but what it would do is probably kick a mainexchange down the pipe in fiscal year 2024. If we end up getting grant money, yay. He recommended that this decision be based on the philosophy that this is a public health incentive and it is worth the money. **Mayor Pederson** remarked that was what he was trying to get at. That this would not be conditioned on a grant. He did not want to approve it tonight and find out later that if we had waited two weeks or four weeks, we might have been eligible for a two-fifty grant. **CM Minner** said his knee-jerk reaction is that if we apply for a grant he would want to make sure the legislative body approves it. He does not want to go ask for a grant and then it gets rejected. **Dr. Winker** commented that it seems the only financial disadvantage to doing this for him personally and for other dentists and orthodontists is that they will not have as many cavities to fix. Hopefully, they can appreciate the altruism of why they are here speaking for something that will put them on the golf course more frequently. **Mayor Pederson** stated he appreciated his comments. **Commissioner Christian** questioned about the public health workshop. Would they be willing to work with city staff to put that together? **Mr. Winker** commented that they have what are called anti-fluoridationists and we will start hearing from them. He thinks the city needs to open up communication with them in all fairness. It is not a fair fight, so bring them on. They will have some outstanding resources. **Mayor Pedreson** commented that he did not want to drag this out.

Could we bring this back in two weeks? **CM Minner** remarked that the commission knows his position on this. He appreciates Dr. Winker's comments about the workshop, but he advised against it. This is why we have elected officials and this was an agenda-ized meeting. We have had two meetings on this now. First, when Commissioner Burry brought it up during his matters. It was agenda-ized and it received public input. He guessed there would be some input here, so let's do this. If we are going to do it, that is how it is done, it is put to a vote. There is a resolution that says that and it was duly advertised. We have done our due-diligence. It is time to go or not go.

Jesse Flynn, 2204 Vine Street, Leesburg stated she was not anti-fluoride, per say. She was not trying to bash fluoride. She was trying to see if there was a way that we could put this out in front of the public, because not everybody gets to go to the commission meetings at 5:30 p.m. on a Monday. One thing she learned during the entire utility thing is that a lot of the residents of Leesburg do not pay attention. She does not know if people are starting to care more about what is going in their bodies. Whether or not she agrees or disagrees with that, she feels like people will be passionate about their arguments. She would be very much in favor of Dr. Winker's idea of having a public workshop so there could be some more due-diligence. We need to educate the people about what is going on.

Commissioner Robuck remarked that he agrees with both. He thinks we should move forward. We should do it and that should be it. Then we should have a public workshop where people can come and learn about the benefits and the cons. If they still think it is a bad idea, then they can buy bottled water. He would be fine with that. Then they will not get the fluoride. **CM Minner** remarked that we could invite the doctors to be on Lakefront TV. **Commissioner Robuck** said he would be okay with it too. He mentioned this before, when he looked at the studies and they were absolutely correct. Most of these studies that claim it messes with kids' hormones, specifically TSH, all reference one study in India. The study design was awful, but even with that, the group that they considered controlled fluoride had one part per million. Then the group that they said had no fluoride, which does not have any problems, had more fluoride naturally than we are even talking about putting in our water. The group that they showed where some kids were having some problems was in a really small study and they were getting like five parts per million. There really is nothing there. There are no problems, so if the anti-fluoride people want to email him, they can certainly do that and he would be more than happy to email them back.

Darel Craine, of Helms Avenue in Leesburg, stated that the city manager was right. You are elected to make hard decisions, but you are also elected to represent your constituents and this is something that needs to go in front of the people of Leesburg in workshops to give them an opportunity to provide feedback.

Chris Wollenschlaeger, said he works here as an orthodontist. Florida fluoride studies have been around for seventy years. It would be hard-pressed to say that most people do not have some idea about fluoride and its benefits. He feels most people who are against fluoride are well established in their thoughts and theories and they are probably not going to change their minds based on having a workshop. His thoughts are that someone has to make a decision and there will be people who disagree with it based on their thoughts and theories. However, science has well established the benefits of this. He does not see why we need to hold a workshop when the information is already out there.

Mayor Pederson remarked that when Commissioner Burry brought it up he thought we already had fluoride in our water and that he had been drinking it for twenty-five years.

Commissioner Connell stated he has spoken to several people in his district and they do not want it in their water. They just do not want it. He does not know if we should force it on people who do not want it in their drinking water. It is a tremendous cost and we do not know percentage-wise how many people in

Leesburg actually want it in the water. The ones he had spoken to were adamantly no. They do not want it. They had seen bad reports. He understands the pros and cons, but he could not support forcing it on people who absolutely do not want to drink.

Commissioner Robuck made a motion to ask the city manager to move forward with grant funding if possible. If not, try to fit into the budget the best he can. He does not want to stop watermain projects that have to be done, but he trusts his judgment on how to make that happen and Commissioner Burry seconded the motion.

CM Minner stated that was a good point which was not brought up earlier, because this will have to come back to the commission in two forms. First, it will come back in the form of a grant agreement and then it will come back as a capital expense when it is approved. It will give the public two more opportunities to bite at the apple. **Commissioner Connell** questioned the motion. **Mayor Pederson** stated it was to pursue grants but otherwise it would be to approve it. We will be voting again because it will need to come back to the commission from a budget standpoint. It will provide the public with two more chances to speak.

The roll call vote was:

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

Four yeas, one nay, the Commission approved the motion.

2. Discussion Item - Commission Meeting that falls on an Observed Holiday in 2023

Mayor Pederson stated the organizational meeting currently scheduled for Monday, January 2nd, is a national holiday. It needs to be moved. He recommended moving it to the next day, Tuesday, January 3rd. However, have we ever done it at the first city commission meeting? **Commissioner Burry** said that was what he was wondering. **Mayor Pederson** wondered if they could schedule it like a CRA meeting where we would meet earlier, at 5 o'clock. **CM Minner** inquired if there was anything in the charter that said it had to be done on the first Monday? **CC Purvis** replied yes, it is to be held on the first Monday of the year. If it falls on a holiday, it can be changed by a majority vote. **CM Minner** commented that they could do the special meeting on January 9, 2023 at 5 o'clock. **Commissioner Burry** wanted to verify that thirty minutes would allow enough time. **CM Minner** answered they probably would not need the full thirty minutes. They could probably get everything done in fifteen minutes. **Commissioner Burry** inquired if they could handle all the committees at that meeting. **CM Minner** said yes, five o'clock would be the right time. They would be able to get everything done in thirty minutes. The organizational meeting will be held Monday, January 9, 2023 at 5 o'clock.

7. INFORMATIONAL REPORTS:

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

A. NONE

8. CITY ATTORNEY ITEMS:

CA Sabatini, Associate City Attorney, sitting in for Grant Watson had no report. She just wanted to say hello and that she was happy to be present.

9. CITY MANAGER ITEMS:

A. Bulk Cost of Power Adjustment Update

CM Minner stated he had a bulk power cost adjustment update. Commissioner Robuck did a pretty solid job getting Jacob Williams from FMPA to come in. He hoped that everybody had watched all three presentations. His presentation was on costs and Jacob Williams was about rates and conservation measures. When he was interviewed, he brought some really cool charts, but Commissioner Robuck thought they were too technical and that he did not need to provide them all. He flipped through the charts to find one he thought to be the most important since the issues with the power cost adjustment, and gas prices going up. In September we had a fifty per thousand power cost factor and in October, we had seven cents. We are estimating that seven cents will be where we sit for some time. The FMPA has since bought about seventy-five percent of their fuel hedged and that hedging price will kick in around March. We will still be at seven cents for the power cost adjustment from now through March. Then, hopefully, in April, when the first round of adjustments kick in, we can bring the price down. If we can bring the price down from seventy cents to an area of one hundred dollars per thousand, then we can be around fifty or forty-five cents for a power cost adjustment. In April of 2025, we are hopeful to get another dink in the power cost adjustment. Again, hopefully we will see some rate relief this spring around April, then again in the spring of 2024. All the numbers are up on the city's home website under the rate watch section. We have bettered our estimates by half a million dollars. A half a million dollars is not a big deal to seventy million, but it is trending in the right direction. We are a little better and that half a million is in our over-recovery, so, we are about half a million ahead of where we expected. That is significant because we are trying to get from that negative nine million back to a positive three million. When we see that number, we do not need to have that over the course of a fiscal year. However, we do need to see the trend of that cost, that dollar per megawatt coming down and then we need to see that stabilize. We may then feel comfortable getting some rate relief. Hopefully, that will come in April.

10. ROLL CALL:

Commissioner Christian had no comment.

Commissioner Burry had no further comment.

Commissioner Robuck commented on the electric side of the FMPA's policy making. At the quarterly committee meeting last week, the only update was that we are struggling with pipeline capacity. When Senator Manchin agreed to support the Inflation Reduction Act, one thing that held him up was that he asked that they allow him to have a vote on fast tracking the twenty-five energy projects. Senator Schumer agreed and said that they would allow him a vote on that. It was not part of the act, but they would give him a vote. It did not have a lot of democratic support, but the thought was there would be enough republican support for that particular item because of the pipeline stuff. However, of the twenty-five projects, only five of them were going to be for fossil fuel, natural gas-type projects, and the

republicans decided that they were mad at Senator Manchin for caving on the inflation reduction act and the democrats were mad because they do not like the pipeline projects, so neither party would agree to support it. However, the good news, according to our lobbyist, is that it is mostly political posturing and after the mid-terms everyone will probably support it because there are enough people that actually want it to happen despite what they are trying to say before the mid-terms and running. One way or another, he does think that will happen. He hopes so, because it would be a good thing for the State of Florida and for our natural gas. Also, after listening to all of Commissioner Connell's no votes, he is glad that we have term limits because that used to be him. He used to vote no on everything, and the fact that he is voting yes and you are voting no means he is clearly not skeptical enough and we need some new people on the commission. He appreciates that.

Commission Connell nothing tonight.

Mayor Pederson had nothing further tonight.

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 7:29 p.m.

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.B.1.

Meeting Date: November 14, 2022

From: Aaliyah Davis, (Purchasing Manager)

Subject: Resolutions approving execution of a piggyback agreement with USIC Locating Services, LLC and execution of an Expense Reimbursement Agreement with CenturyLink of Florida, Inc. related to performing utility locating services and reimbursement or payment for such services by CenturyLink of Florida, Inc.

Staff Recommendation:

Staff recommends approval of both resolutions:
1) Authorizing the execution of a piggyback agreement with USIC Locating Services, LLC; and
2) Authorizing the execution of an Expense Reimbursement Agreement with CenturyLink of Florida, Inc.

Analysis:

CenturyLink of Florida, Inc. is in the process of installing a significant amount of fiber optic cable in the City of Leesburg utility service area. The underground work being performed by CenturyLink requires a significant number of utility locates; most of which are in the central and northwestern portions of the City's utility service area. The typical process for locating utilities (water, sewer, electric, gas, fiber, and reuse lines) is for the Leesburg Gas Department to respond to the locate request. But, due to the share volume of CenturyLink's capital project, the City can not reasonably keep pace with CenturyLink's demand.

The purpose of this item is to establish an agreement that allows a third-party contractor (USIC Locating Services, LLC) to conduct the utility locate and pass the cost on to CenturyLink. Hence, two agreements are being considered. The first is a piggy back agreement with USIC, a notable company that conducts utility locate services. USIC will provide locate services for water, sewer, reuse, electric, and fiber. The Expense Reimbursement Agreement then establishes that USIC locating costs will be passed to CenturyLink of Florida, Inc. The City will process utility locate tickets related to the installation work being performed by CenturyLink and the Gas Department will continue to locate gas services.

Procurement Analysis:

The City purchasing policy allows for the use of contracts awarded by other government entities, also known as a piggyback contract. The City has identified a contract awarded by the City of Miami Beach to USIC Locating Services, LLC as a good means of quickly and efficiently contracting for the needed

locating services.

Options:

1. Approve the resolutions authorizing execution of the piggyback Agreement with USIC Locating Services, LLC and execution of the Expense Reimbursement Agreement with CenturyLink of Florida, Inc.; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

This is budgeted for and paid out of the Gas Utility.

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE PIGGYBACK AGREEMENT WITH USIC LOCATING SERVICES, LLC; 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 USIC LOCATING SERVICES, LLC whose address is 9045 NORTH RIVER ROAD, SUITE 200, INDIANAPOLIS, IN 46240 for Utility Locating 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 14th day of November 2022.

_____
Mayor

ATTEST:

_____
City Clerk

AGREEMENT TO PIGGYBACK A CONTRACT FOR

SERVICES BID BY ANOTHER PUBLIC ENTITY

THIS PIGGYBACK AGREEMENT (the "Agreement") is made as of the 14th day of November 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 **USIC LOCATING SERVICES, LLC** whose address is 9045 North River Road, Suite 200, Indianapolis, IN 46240 ("CONSULTANT").

WHEREAS, CONSULTANT, entered into a Contract ("Master Contract") dated March 12, 2019 with the City of Miami Beach, Florida, a municipal corporation, ("Contracting Entity") resulting from the award of the Contracting Entity's Solicitation RFP 2018-001-KB. The Master Contract is included and incorporated herein as Attachment 'A'. The Master Contract is in full force and effect as of the execution of the Agreement.

WHEREAS, The City of Leesburg, a Florida municipal corporation ("CITY"), by virtue of the laws of the State of Florida, has the legal authority to "piggyback" a contract procured by another government entity when seeking to utilize the same or similar services provided by the said contract; and

WHEREAS, the CITY desires to "piggyback" the above referenced Master Contract (Attachment 'A') between the CONSULTANT and the Contracting Entity for utilization of the same or similar services for Utility Locating Services, and the CONSULTANT consents to the aforesaid "piggybacking"; and

WHEREAS, the CITY owns and operates four (4) Municipal Utilities for which the CITY is responsible for locating utilities; and

WHEREAS, the City of Leesburg and LUMEN have entered into a Memorandum of Understanding (MOU) where the CITY will administer the locate tickets. The CITY will pay CONSULTANT directly for each utility locate processed and completed by CONSULTANT. The CITY shall pay for any additional services required by a LUMEN locate request.

NOW THEREFORE, having found it to be in the public interest,

1. **Affirmation.** The CONSULTANT affirms and ratifies the terms and conditions of the above referenced Master Contract with the Contracting Entity and agrees to perform the services set forth herein for the CITY in accordance with the terms of said Master Contract through the ending date of the Master Contract.
2. **Definitions.** In addition to the terms defined above, the following capitalized terms when used in this Agreement shall have the following meanings:

a. **Customer's Facilities** means any Facilities owned or operated by Customer.

b. Damage Investigation Fee means the fee charged to Customer when chargeable pursuant to this Contract, for a damage investigation performed by CONSULTANT (to include Site photographs, measurements and/or other applicable forensic data).

c. Damage to Customer's Facilities means the penetration or destruction of any protective coating, sheath, housing or other protective facility of underground plant, the partial or complete severance of underground plant, or the rendering of any underground plant partially or completely inoperable.

d. **Facility(ies)** means any item used in connection with the storage or conveyance of water, sewage, electronic telephonic or telegraphic communications, cablevision, electric energy, petroleum products, gas, gaseous vapors, Hazardous Materials or other substances including, but not limited to, pipes, sewers, conduits, cables, valves, lines, wires, manholes, attachments and those parts of poles or anchors, either above or below ground.

e. **Locatable Facilities** means Customer's Facilities that can be located with Reasonable Accuracy by using devices designed to respond to the presence of Customer's Facilities, together with records and facility prints, drawings, and maps of sufficient accuracy, but shall specifically not include Unidentifiable Facilities.

f. **Locate(s)** means the process of providing Locate Services in response to an Excavator's notice of intent to excavate, and such Locate Services provided by CONSULTANT in accordance with this Contract. As used in this Contract, Locate(s) include(s) "Project Locate", as defined herein after, where applicable in accordance with the definition of "Project Locate" hereunder.

g. **Locate Service(s)** means the services, of any type of ticket, to be provided by CONSULTANT under this Contract consisting of the process of verifying if Customer's Facilities are present at a location where an Excavator intends to or conducts excavation; when applicable, detection of Customer's Facilities through the use of electronic locating equipment; and, when applicable, Marking to identify the existence and location of Customer's Facilities.

h. **Locator At Fault Damage** means Damage to Customer's Facilities caused by an Excavator that occurs as a direct result of CONSULTANT not performing the Locate with Reasonable Accuracy. Locator At Fault Damage does not include alleged Damage to Customer's Facilities arising from CONSULTANT's late or untimely Locates, provided Consultant notified the Excavator of Consultant's inability to timely respond or Locate, negotiated a new schedule and time to complete the Locate, and performed the Locate with Reasonable Accuracy prior to the new time agreed to with the Excavator.

i. **Locator Not At Fault Damage** means Damage to Customer's Facilities caused by an Excavator or other third party that occurs for any other reason other than CONSULTANT not performing the Locate timely or with Reasonable Accuracy. **Repair Costs** means the actual costs incurred by Customer to repair Damage to Customer's Facilities arising from Locator At Fault Damages (so long as Customer's actual costs are reasonable and customary), subject to the exclusions below. "Repair Costs" is equal to only the reasonable and customary value of the actual labor, equipment, and material costs incurred by Customer to repair the Damage to Customer's Facilities as supported by actual invoice and/or receipts for work

completed by each repair contractor. This shall include reasonable and customary costs incurred by Customer's in-house labor and third-party contractor(s), where an itemized breakdown for all parties included in the repair is submitted. Repair Costs specifically excludes, except where prohibited by law: administrative charges; third party administrative ("TPA") fees; overhead charges; costs arising from betterment of plant (which shall include, among other things, any upgrade, improvement, enlargement, or extension of Customer's Facilities,); invoice markups (whether percentage-based, fixed-amount, or otherwise-calculated; costs arising out of collection actions, whether incurred by the Customer or collection agencies; any other costs or expenses excluded by Section 7 of this Contract or any other provision of this Contract. Notwithstanding the foregoing exclusion for betterment of plant form this definition, in the event Locator At Fault Damage occurs and Customer reasonably deems that betterment of plant is in Customer's best interest as a result of the damage, Consultant shall still pay the Repair Costs to Customer but shall not be responsible for costs associated with upgrades, enlargements, or expansions. CONSULTANT reserves the right to dispute the reasonableness of any of Customer's actual costs; in the event of such a dispute the parties shall attempt to resolve such dispute in accordance with Section 12.

j. **Site** means the premises where Locate Services are performed, and Customer has ownership or exercises control.

k. **Third Party Claims** means any claims for losses, fines, penalties, damages, costs, fees, or expenses made by a person or entity not a party to this Contract arising from or related to Damages to Customer's Facilities, including but not limited to, claims as a result of (a) injury to or death of any person, or (b) damage to or loss or destruction of any property.

l. **Ticket(s)** means the document generated at and transmitted by the One Call Center to CONSULTANT containing each request for Locate.

m. **Unidentifiable Facilities** means Customer's Facilities that are not apparent at the Site as based on the records, facility prints, drawings, or maps provided by Customer, and which are otherwise unknown to Consultant.

n. **Unlocatable/Untonable Facilities,** means Customer's Facilities, including abandoned Facilities, whose presence is known either from records provided by Customer or from a Visual Examination, but which cannot be Marked with Reasonable Accuracy by employing standard Locate Services, typically consisting of using one conductive hook up point on either side of the Facility being targeted for Locating.

3. **Changes.** Services will be provided in accordance with the terms of the Master Contract with the exception for the following changes, with the applicable changed Master Contract term provided, if known. All other terms shall remain.

   a. **Point of Delivery.** Services for the CITY shall be made to the locations as designated by the CITY. Generally defined as the City of Leesburg Utility Service Area for the City's Utilities – Water (all types), Reuse, Wastewater, Natural Gas, Electric, and responsible fiber utilities.

   b. **Party Substitution.** References to "City of Miami Beach", "City", or "Client" will be replaced with City of Leesburg (previously defined as the "CUSTOMER").

c. **CDC Codes**. The CUSTOMER provides the following CDC Codes for the Customer's Facilities.
   i. CL2296 (Sewer)
   ii. COL759 (Electric)
   iii. COL758 (Water and Reuse Water)

d. **Added Services**. The CUSTOMER will add locating services for the following utility types:
   i. High Speed Fiber owned by Summit Broadband but located by the City per a sales agreement between the City of Leesburg and Summit Broadband.

   The CITY may request additional similar services be added to the Scope of Services of the Agreement. Any such addition shall be requested in writing thirty (30) days prior to the beginning of such services and acknowledged with an Amendment to the Agreement signed by both parties. The parties acknowledge that the City's utility facilities currently consist of water and reuse water, sewer, electric, fiber, and natural gas within the City's municipal boundaries; and electric, fiber, reuse water and natural gas outside of the City's municipal boundaries.

e. **Effective Date and Term**. In accordance with the Master Contract, should the Contracting Entity renew the Master Contract, this Agreement shall automatically renew. Should the Master Contract not be renewed by the Contracting Entity or CONSULTANT, the CITY shall search diligently for an alternative contract to piggyback for the purposes of this Agreement.

f. **Miscellaneous Insurance Provisions.**
   i. Certificates of Insurance. Consultant shall provide a Certificate of Insurance, issued by an agency authorized to do business in the State of Florida and with an A.M. Best rating* of at least an A, showing the "City of Leesburg" as an Additional Insured. Shown on the certificate as the certificate holder should be: CITY OF LEESBURG, PURCHASING DEPARTMENT, 204 N. 5TH STREET, LEESBURG, FL 34748, e-mail: purch@leesburgflorida.gov. Renewal certificates must also be forwarded to the Contracting Department prior to the policy expiration. TEN (10) days written notice must be provided to the CITY in the event of cancellation.

g. **Public Records (Master Contract Section 10.7(F))**.
IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONSULTANT'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.

h. **Notices (Master Contract Section 11).** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to CONSULTANT:

Sara Ventimiglia, Regional Account Manager
9045 River Road, Suite 200
Indianapolis, IN 46240
Phone: (317) 617-5171
e-mail: saraventimiglia@usicllc.com

If to City of Leesburg:

Aaliyah Davis, Purchasing Manager
501 W. Meadow Street
Leesburg, Florida 34748
Phone: 352-728-9880
e-mail: aaliyah.davis@leesburgflorida.gov

i. **Pricing.**

Per One Call Ticket	$20.00
Project	$12.00 Per ¼ hour
Watch & Protect	$15.00 Per ¼ hour
Emergency Normal Hours	$15.00 Flat Fee
After Hours	$15.00 Flat Fee
Special Project – Subaqueous Locate	$125.00 Per ¼ hour
Special Project – Ground Penetrating Rada	$35.00 Per ¼ hour

j. **Venue** (Master Contract Section 9.2). This contract shall be construed and interpreted under the laws of the state of Florida, without regard to any conflict of law principles. Venue for any action arising out of or related to this Agreement shall lie exclusively in a state court of competent jurisdiction in Lake County, Florida.

k. CUSTOMER agrees to provide CONSULTANT with updates (at least monthly, or more often as needed) to its prints, maps, and any other Facility location records in a standard GIS/ESRI format (.shp, .mdb, or .gdb) with proposed Facility layers, if available, and One Call Center Ticket information (One Call Center format for the applicable state) via e-mail or web services to CONSULTANT's Ticket management system, so as to permit CONSULTANT to provide the Locate Services. CUSTOMER acknowledges that it is CUSTOMER's responsibility to keep all applicable maps, records, and prints up-to-date and provide such mapping and records to CONSULTANT in a timely manner via a secure CUSTOMER portal provided by CONSULTANT or Secure File Transfer Protocol (SFTP). CONSULTANT

bears no liability for CUSTOMER's failure to provide accurate maps, records, and/or prints, or any damage which arises from incomplete and/or inaccurate maps, records, and/or prints.

l. Investigations of Damage to CUSTOMER's Facilities

i. Should CUSTOMER become aware of any Damage to CUSTOMER's Facilities that occurs after CONSULTANT has been asked to perform a Locate for CUSTOMER, the CUSTOMER shall as promptly as possible, and not later than twelve (12) hours from becoming aware of the damage, notify CONSULTANT. This notification must be made by calling CONSULTANT at 1-800-778-9140 or sending an email to USICDispatch@usicllc.com and should include the street address of the damage location, damage date and size/type of facility. CONSULTANT shall promptly notify CUSTOMER of any Damage to CUSTOMER'S FACILITIES which CONSULTANT becomes aware of and both parties to this Agreement reserve the right and shall be entitled to investigate any reports of Damage to CUSTOMER's Facilities. Any such phone or email notification by CUSTOMER, Excavator, Third-Party Administrator, or any other party shall commence CONSULTANT's damage investigation process. Upon CONSULTANT's request, CUSTOMER will provide a list of contacts by division for claims of Damage to CUSTOMER's Facilities.

ii. CONSULTANT will investigate all incidents of Damage to CUSTOMER's Facilities applicable to this Agreement for which it has been notified and provide, a written report of its findings to CUSTOMER via the CUSTOMER portal. Such report will contain CONSULTANT's determination as to whether the Damage to CUSTOMER's Facilities constitutes a Locator At Fault Damage or a Locator Not At Fault Damage. CUSTOMER shall have thirty (30) days after notification of CONSULTANT's completion of the investigation to contest CONSULTANT's conclusion. Unless CUSTOMER notifies CONSULTANT in writing within such time period that it disputes CONSULTANT's conclusion as to a Locator At Fault Damage, CONSULTANT's conclusion with regard to that issue shall be deemed final and binding with respect to this Contract. If CUSTOMER disputes CONSULTANT's conclusion, the parties will make all reasonable efforts to mutually resolve such dispute.

iii. All potential Damage to CUSTOMER's Facilities for which CONSULTANT provides Locate Services pursuant to this Agreement shall be investigated, and CONSULTANT shall be entitled to collect a Damage Investigation Fee for each such investigation it performs unless: (1) it is determined by CONSULTANT's investigation that the damage was Locator At Fault Damage; or (2) the parties ultimately agree that the damage was Locator At Fault Damage. Except as previously stated, and provided CONSULTANT actually conducts an investigation, CONSULTANT shall be entitled to collect a Damage Investigation Fee from CUSTOMER regardless of how CONSULTANT receives notice of the Damage to CUSTOMER's Facilities.

iv. CUSTOMER agrees that if: (1) CUSTOMER fails to timely notify CONSULTANT as required by Section 3(m) of the Agreement of any Damage to CUSTOMER's Facilities; or (2) if damage is repaired or site is covered by or at the request of CUSTOMER before CONSULTANT can conduct a timely investigation with full access to damage site, then CONSULTANT shall not be liable to CUSTOMER for any Repair Costs or any other liabilities arising from that Damage to CUSTOMERs'

Facilities, and CUSTOMER shall indemnify CONSULTANT against Third Party Claims as applicable. In such situation, CUSTOMER hereby agrees that it is prohibited from asserting that any such Damage to CUSTOMER's Facilities constitutes a Locator At Fault Damage.

v. When damages are determined to be Locator At Fault Damage, CUSTOMER agrees that CONSULTANT will be invoiced for Repair Costs only with supporting documentation provided with the invoice.

vi. CONSULTANT will be responsible for paying CUSTOMER's Repair Costs for any Damage to CUSTOMER's Facilities only if: (1) CONSULTANT received a request to provide Locate Services with respect to a CITY's Facilities at the location of the damage; (2) the Damage to CITY's Facilities constitutes a Locator At Fault Damage; and (3) CITY sends CONSULTANT an invoice as required herein.

vii. CUSTOMER agrees to provide any supporting documentation and detail requested by CONSULTANT that relates to Damage to CUSTOMER's Facilities for which CUSTOMER submits an invoice to CONSULTANT. If CUSTOMER does not provide CONSULTANT with all reasonably requested documentation and detail within six (6) months of invoicing CONSULTANT for such damages, CONSULTANT shall have no further obligation to participate in the pre-litigation portions of the Agreement. This provision does not preclude CUSTOMER from seeking remedies in arbitration or in a court of competent jurisdiction, as applicable.

viii. If CUSTOMER fails to present an invoice to CONSULTANT for any Damage to CITY's Facilities within twelve (12) months of the date CITY notifies CONSULTANT of the damage pursuant to Section 3(m)(i), CITY irrevocably waives and releases any right to seek or demand payment from CONSULTANT for such damages.

ix. To the extent permitted by law and to the extent of and directly corresponding to the Locate Services and related to the accuracy or timeliness of Locate penalties, CONSULTANT shall be entitled, at CONSULTANT's cost and expense, to participate in any investigation or appeal by any administrative, regulatory, or other governing authority involving any Damage to CUSTOMER's Facilities, and CUSTOMER shall make any and all reasonable accommodations to allow CONSULTANT to do so. Should any administrative, regulatory, or other governing authority impose a penalty or fine, CONSULTANT shall reimburse the CUSTOMER to the proportion and extent of its fault for such penalties or fines upon receiving an invoice from the CITY.

m. At the beginning of each contract year subsequent to the first contract year, the charges for Locate Services set forth in Section 3(i) of the Agreement shall be increased annually by 4%.

n. Nothing contained in this Agreement or any agreement between Consultant and Customer, or in any instruments executed pursuant to the terms of such agreement or agreements, shall be construed or interpreted as a waiver by Customer of any right, privilege or immunity, whether in contract or tort, that Customer may enjoy under the constitution and laws of the State of Florida, including the limitations of liability set forth in Section 768.28, Florida Statutes, as it now or may hereafter exist. Nothing in this Agreement or agreements between the parties shall require Customer to indemnify Consultant for Consultant's own breach of this Agreement, negligence, or willful misconduct.

o. In accordance with Section 448.095, Florida Statutes, both parties shall register with and utilize the E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement.
p. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for Consultant to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, Customer shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
q. Consultant agrees that it will not discriminate against any employee or applicant for employment in connection with this Agreement because of race, color, religion, sex, age or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age or national origin.

4. **Payment.** CONSULTANT will invoice CUSTOMER for services provided consistent with the terms and conditions of the Master Contract. CONSULTANT will be paid directly by the CUSTOMER upon the terms and provisions of the Invoice, the Master Contract, and the Agreement.
5. **Amendment.** Any Amendments to the Master Contract shall be automatically incorporated into this Agreement, including but not limited to any extensions of the Master Contract. CONSULTANT shall promptly notify CUSTOMER in writing of any such amendments or extensions.
6. **Termination.**
    a. Notwithstanding any other provision of this Agreement, CITY may, upon ONE HUNDRED TWENTY (120) days written notice to CONSULTANT terminate this Agreement with or without cause. In the event of such termination, CITY shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for work, properly performed prior to the effective date of termination.
    b. Notwithstanding any other provision of this Agreement, CONSULTANT may, upon ONE HUNDRED TWENTY (120) days written notice to CITY terminate this Agreement with or without cause. In the event of such termination, CITY shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for work, properly performed prior to the effective date of termination.
7. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which may be considered an original, but all of which together shall constitute but one and the same instrument. This Agreement when signed by a party may be delivered by electronic mail or facsimile transmission with the same force and effect as if the same were an executed and delivered original, manually-signed counterpart.

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

USIC LOCATING SERVICES, INC.

By: _____

Printed: _____

Its: _____
(Title)

CITY OF LEESBURG, FLORIDA

_____
Mike Pedersen, Mayor

ATTEST:

_____
J. Andi Purvis, City Clerk

Approved as to form:

_____
William Watson, City Attorney

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN EXPENSE REIMBURSEMENT AGREEMENT WITH CENTURYLINK OF FLORIDA, INC.; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with CENTURYLINK OF FLORIDA, INC. whose address for purposes of this Agreement is 100 CenturyLink Drive, Monroe, LA 71203, for utility expansion 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 14th day of November 2022.

_____
Mayor

ATTEST:

_____
City Clerk

EXPENSE REIMBURSEMENT AGREEMENT

This EXPENSE REIMBURSEMENT AGREEMENT ("Agreement") is made and entered into effective this 14th day of November 2022 (the "Effective Date" irrespective of the dates of signature, which may be different from the Effective Date), by and between CenturyLink of Florida, Inc., a Florida corporation, whose address for purposes of this Agreement is 100 CenturyLink Drive, Monroe, LA 71203, for and on behalf of itself, its parent company, subsidiaries, and affiliates ("CenturyLink"), and the City of Leesburg, Florida, a Florida municipal corporation, whose address for purposes of this Agreement is 501 W. Meadow Street, Leesburg, Florida 34748 ("City"). The foregoing entities may be referred to individually as a "Party" and collectively as the "Parties."

A. CenturyLink is engaged in a project to expand its existing fiber footprint within and around the City (the "Project"), which will require the City to perform frequent locates, flagging, and marking of the City's existing fiber, water and reuse water, sewer, electric, and natural gas utility facilities (the "Locates").

B. In order to facilitate these Locates, and to avoid delay that may result from a back-up in the performance of these Locates, CenturyLink has agreed to reimburse the City for the actual, reasonable and documented costs of these Locates, provided the City utilizes USIC Locating Services, LLC ("USIC"), for the water and reuse water, sewer, electric, and fiber Locates, in accordance with the terms and conditions of this Agreement. the City may perform natural gas utility Locates internally or through a separate third-party contractor

Now therefore, in consideration of the mutual promises and covenants contained herein, and in exchange for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, CenturyLink and the City hereby agree as follows:

1. The City shall enter into a separate contract with USIC (the "USIC Contract"), under which USIC shall perform the City's requested Locates with regard to water, sewer, electric, and fiber utility facilities within the City's geographic area of responsibility for locating. At the City's option, said contract may be in the form of an amendment to the existing contract between USIC and the City of Miami Beach dated March 12, 2019. The pricing for Locates under said contract shall be as follows*:

Per One Call Ticket	$20.00
Project	$12.00 Per ¼ hour
Watch & Protect	$15.00 Per ¼ hour
Emergency Normal Hours	$15.00 Flat Fee
After Hours	$15.00 Flat Fee
Special Project – Subaqueous Locate	$125.00 Per ¼ hour
Special Project – Ground Penetrating Radar	$35.00 Per ¼ hour

*CenturyLink acknowledges that the Locate costs under the USIC Contract are subject to an annual increase of 4.0% and CenturyLink agrees to pay for such annual increases.

2. The City will invoice any costs associated with natural gas utility facility Locates directly

to CenturyLink and, within 45 days of receipt of an invoice from the City. CenturyLink will reimburse those payments arising from Locates requested by CenturyLink, or contractors acting on its behalf. The City is responsible for making direct payments to USIC under the USIC Contract for water and reuse water, sewer, electric and fiber utility Locates and, within 45 days of receipt of an invoice from the City, CenturyLink shall reimburse those payments arising from Locates requested by CenturyLink, or contractors acting on its behalf. Within five (5) business days of its receipt of an invoice from USIC, the City shall forward same to CenturyLink at the following address to coordinate payment and reimbursement:

Ludovico Spano, Director Network Implementation,
Ludovico.Spano@lumen.com
(407) 718-1623

3. Each party is familiar with the Florida Underground Facility Damage Prevention and Safety Act, codified in Chapter 556, Florida Statutes (the "Act"), and shall comply with the procedures and provisions of the Act, and shall ensure that each of its contractors, subcontractors, laborers and other persons performing work in connection with Project comply with the Act. Under the USIC Contract, USIC has agreed to investigate any damages to the City's existing utility facilities which may occur in connection with the Project, and CenturyLink, to the extent reasonably necessary, shall cooperate with any such damage investigations.

4. This Agreement is terminable by either party upon sixty (60) days' written notice to the other, however, CenturyLink shall pay for all Locates conducted through the date of termination. Termination also shall not affect CenturyLink's obligations under the Act.

5. No breach of any provision of this Agreement can be waived unless done in writing. Waiver of any one breach shall not be deemed a waiver of any other breach of the same or other provisions of this Agreement. This Agreement may be amended only by written amendment executed by both of the Parties.

6. If any of the provisions or terms of this Agreement are deemed to be invalid or unenforceable, those provisions or terms shall be severable from the remainder of the Agreement, which shall remain in full force and effect. Except as otherwise set forth herein, this Agreement contains the entire agreement between the Parties, and embodies and expresses the entire intent of the Parties with regard to the matters set forth herein. There are no representations or warranties between the Parties other than as contained herein. This Agreement supersedes, merges and replaces all prior or contemporaneous understandings, negotiations, offers, promises, and representations between the Parties or their attorneys to the extent such prior understandings, negotiations and releases are inconsistent herewith.

7. The Parties agree and acknowledge that this Agreement shall be construed under, and interpreted in accordance with, the laws of the State of Florida and that venue for any action arising out of or related to this Agreement shall lie exclusively in a state court of competent jurisdiction in Lake County, Florida.

8. Each Party executes this Agreement on behalf of itself and its respective parents, affiliates, subsidiaries, directors, employees, agents, administrators, trustees, executors, assigns, successors

in interest and predecessors in interest, and this Agreement shall be binding upon, inure to the benefit of, and be enforceable by and against the Parties and each such person or entity.

9. The individuals and Parties signing this Agreement represent and warrant that they have the authority to sign and enter into this Agreement.

CENTURYLINK OF FLORIDA, INC.

By: _____

Its: _____

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.2.

Meeting Date: November 14, 2022

From: Aaliyah Davis, (Purchasing Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Pre-Construction Services Agreement with Allstate Construction, Inc. related to the Athletic Facility/Field Renovation and the Marina Improvements; and providing an effective date.

Staff Recommendation:
Staff Recommends:

1. Approval of the Recommendation of Award of Request for Qualifications (RFQ) 220263 to Allstate Construction, Inc.; and

2. Approval of the resolution authorizing execution of a Pre-Construction Services Agreement for Pre-Construction Services related to the Athletic Facility/Field Renovation and the Marina Improvements funded at $39,797.00.

Analysis:
With the use of American Recovery Grant Funds, the City Commission has identified two major capital improvement projects.

Susan Street Sports Complex Renovation
This project consists of a renovation and rebuild of the Susan Street Sports Complex. The Complex will be converted from a baseball, softball, football complex to a football/soccer/la Crosse complex. This will be accomplished with the construction of 4 multi-use grass fields and a single stadium field with artificial turf.

Venetian Cove Marina Improvements
This project will first build a new reception and office facility at Venetian Cove Marina to retire the current building, which has fallen into disrepair. Should funds be available, the project will then examine the possibility of adding additional wet slips/floating docks.

To execute these contracts, Staff is recommending the Construction Manager at Risk (CMAR) procurement method. This method is also being used to complete Pine Street. This process better manages CIP's in the range of $1-4 Million as it combines value engineering, analysis of the design

documents for constructability, coordination, detailing, materials, and systems in a combined design and build phase. Versus, a design-bid-build method which requires more time, and changes when bid prices don't return within budget amounts. The attached CMAR agreement will provide an avenue for Allstate Construction to develop a Guaranteed Maximum Price (GMP) proposal based on Construction Documents. The CMAR process will require Allstate Construction to seek and report competitive bids for all subcontracted work and materials.

While the CMAR is aimed at speeding up the process, it will not necessarily relieve the City of the need for design professionals. As such, while Allstate will begin compiling information needed for the GMP, these services will assist the City in preparing a scope of services needed to solicate design professionals.

Procurement Analysis:
The Procurement Division issued Request for Qualifications 220263 on July 25, 2022. On August 23, 2022, the City received two (2) proposals. Evaluation Committee members evaluated all proposals and came to a consensus as to the final ranking shown here. The ranking summary is as follows:

Rank	Firm Name	Score
1	Allstate Construction, Inc.	76.33 (76.33%)
2	Oelrich Construction, Inc.	62.33 (62.33%)

Options:
1. Approve award of RFQ 220263 and the Resolution authorizing execution of the Agreement with Allstate Construction, Inc.; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:
These projects are funded through available American Recovery Grant Funds.

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A PRE-CONSTRUCTION SERVICES AGREEMENT WITH ALLSTATE CONSTRUCTION, INC. RELATED TO THE ATHLETIC FACILITY/FIELD RENOVATION AND THE MARINA IMPROVEMENTS; 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 ALLSTATE CONSTRUCTION, INC. whose address is 1301 SW 37th Avenue, Ocala, Florida 34474 for Construction Manager at Risk Services for the Athletic Facility/Field Renovation and the Marina Improvements (RFQ 220263).

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 14th day of November 2022.

_____
Mayor

ATTEST:

_____
City Clerk

AGREEMENT FOR

PRE-CONTRUCTION SERVICES

THIS AGREEMENT is made as of the **14th** day of **November** 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 (hereinafter referred to as the "CITY"), and **ALLSTATE CONSTRUCTION, INC.** whose address is 1301 SW 37th Avenue, Ocala, Florida 34474 (hereinafter referred to as the "CONSTRUCTION MANAGER or CM").

RECITALS:

WHEREAS, the CONSTRUCTION MANAGER was selected following a competitive Solicitation process to select a company to provide Construction Manager at Risk (CMaR) services for the City's Athletic Facility/Field Renovation and Marina Improvements (Project(s)).

WHEREAS, the CONSTRUCTION MANAGER was selected as the top ranked company following evaluations.

WHEREAS, the CITY and CONSTRUCTION MANAGER desire to enter into this Agreement for Pre-Constructions Services on these Projects.

WHEREAS, the CITY and CONSTRUCTION MANAGER intend on executing an Agreement for Construction Services with a Guaranteed Maximum Price (GMP) for the construction of both Projects.

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

1. **Contract Documents.** The following documents and information are incorporated by reference and made part hereof; and shall comprise the Contract Documents.
    a. This Agreement; and
    b. Supplemental Conditions attached as Attachment 'A', and
    c. Preconstruction Services Proposal attached as Attachment 'B'; and
    d. The CONSTRUCTION MANAGER'S response to RFQ 220263 made electronically on August 23, 2022 at 9:49 AM EST.

2. **Scope of Services.** The CONSTRUCTION MANAGER shall furnish the following Pre-Construction Services. Nothing herein shall limit the CITY'S right to obtain bids or proposals for services from other contractors for same or similar work.

a. **Pre-Construction Services.**

i **Meetings:** The CM will attend Project Team meetings with the CITY and the Project Design Professional at regularly scheduled intervals during the Pre-construction Phase. Frequent Project Team meeting are anticipated prior to the CITY's acceptance f the Guaranteed Maximum Price.

ii **Timeline.** The CM will prepare a design, estimating, and permitting timeline outlining the tasks required during the Preconstruction phase. The Timeline will be provided in a Gantt Chart format.

iii **Estimates/Estimating.**

1. Estimate No. 1 – Design Development: The CM will prepare an prepare an initial Estimate based on 30% design drawings and specifications within (30) calendar days of receipt of drawings and specifications. CONSTRUCTION MANAGER will also perform a constructability review. CONSTRUCTION MANAGER will review quantities, costs and schedule and identify any items that should be revised and provide a suggested action plan to realign the project(s) with the budget. The Estimate will be a detailed and comprehensive exercise further narrowing the scope of assumptions and qualifications.
2. Estimate No. 2 – 50% Construction Documents: The CM will prepare an updated Estimate based on drawings and specifications within (30) calendar days of receipt of drawings and specifications. Any significant deviations from the previous estimate relative to quantities, costs and schedule will be identified along with a suggested action plan to realign the project(s) with the budget. The Estimate will be a detailed and comprehensive exercise further narrowing the scope of assumptions and qualifications.
3. Guaranteed Maximum Price (GMP) Estimate – 100% Construction Documents: At 100% completion of the Construction Documents, the CONSTRUCTION MANAGER shall submit the Guaranteed Maximum Price Estimate within (45) calendar days of receipt of drawings and specifications. The Estimate will be a summary of general conditions, general requirements, insurances, bonds, fees, costs of the work and actual subcontractor proposals tabulated with detailed scope completeness and accuracy, along with assumptions and qualifications

iv **Value Analysis and Constructability.** Concurrent with each Estimate, the CM will submit a detailed list of value engineering options, complete with estimated costs and schedule impacts. The CM shall also provide the City with continual input addressing constructability, availability of materials and qualified trades for specialized systems,

comparative cost/benefit analyses for various building systems, construction means and methods and budget/schedule impact as specific phases of the overall design are developed in order to ensure the development and completion of Contract Documents within the budget and schedule limitations.

v **Subcontractor Bid Package & Procurement.** The CM will develop comprehensive bid packages for each construction trade during the GMP subcontractor bidding. The City Procurement Division will approve the process used by the CM for noticing, accepting and awarding sub-contracts for each of the trades. CM shall select at least 3 qualified subcontractor bidders; shall diligently work to include local area businesses; identify long- lead delivery materials and equipment; work with the City to identify qualified vendors and complete subcontractor and vendor negotiations after GMP approval and the construction services agreement is finalized.

vi **Construction Manager Self-Performing Trade Work.** The CM may identify portions of the work to request Owner's permission to self-perform. CM must submit a proposal for the self-performance of work in the same manner as all other Trade contractors, but prior to the solicitation of the other trade contractors. Owner will determine, in its sole discretion, whether the CM's proposal provides the best value for the Owner. CM shall perform approved self-performance work in accordance with the same terms and conditions as other trade contractors and shall be paid the lump sum stated in the CM's proposal for such work.

vii **Grant Bidding Language and Procedures.** In the event, the CITY receives federal funding on this project(s); the CM along with CITY personnel will attend meeting(s) with the designated Grant Coordinator to review all bidding and construction requirements of the grant. The CM will be required to abide by the grant requirements the same as if the CITY were soliciting bids for the construction portion of the project(s).

3. **Compensation.** CONSTRUCTION MANAGER shall perform the Services for amounts not to exceed those stated here. CM will bill for services rendered no more than one time per month. Payment shall be made by CITY within 30 days from the invoice date. Tasks and associated fee are outline in Attachment 'B'. The amount paid shall not exceed the amounted stated here unless amended by a written change order. Change order may be needed for added tasks or outside consultants used by the CM at the CITY'S request and approved in advance that are not specifically included in the Preconstruction Work Scope.

a. **Pre-Construction Services**. The amount for Pre-Construction Services for the Athletic Facility/Field Renovation will not exceed **$23,569.00** as detailed in Attachment 'C'.

b. **Pre-Construction Services.** The amount for Pre-Construction Services for the Marina Improvements will not exceed **$16,228.00** as detailed in Attachment 'C'.

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

5. **Term of Agreement**. This Agreement shall commence upon the date of execution and shall remain in effect until such time as the Parties have executed an Agreement for Construction Services with a Guaranteed Maximum Price. Those portions imposing warranty requirements on CONSTRUCTION MANAGER, together with any implied warranties under law, will continue to remain in effect until completion of the expressed and/or implied warranty periods.

6. **Commencement and Completion**. The CITY and the CONSTRUCTION MANAGER mutually agree time is of the essence. Services under this Agreement will begin immediately following execution.

7. **Termination for Convenience or Cause.**

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

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

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

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

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

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

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

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

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

9. **Insurance Requirements.**

a. Scope of Insurance - The CONSTRUCTION MANAGER shall procure and maintain at its own expense, the following minimum insurance coverage, unless otherwise specified in the Contract Documents.

i All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least A: VII.

ii The CONSTRUCTION MANAGER shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractors' work.

iii The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater. iv. The required insurance shall not limit the liability of the CONSTRUCTION MANAGER. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the CONSTRUCTION MANAGER's interests or liabilities, but are merely required minimums.

iv The provisions of the required insurance are subject to the approval of the City's Risk Manager, and upon request, the CONSTRUCTION MANAGER shall make available certified copies of the various policies for inspection.

v All liability insurance, except professional liability, shall be written on an occurrence basis.

vi The CONSTRUCTION MANAGER waives its right of recovery against the CITY to the extent permitted by its insurance policies.

vii Insurance required of the CONSTRUCTION MANAGER, or any other insurance of the CONSTRUCTION MANAGER shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims which arise out of the agreement, Contract or lease.

b. Certificate of Insurance - The CONSTRUCTION MANAGER shall provide evidence of required minimum insurance by providing the CITY an ACORD or other Certificate of Insurance in forms acceptable to the Risk Manager for the CITY, before any work under the agreement, Contract or lease begins.

i Except for workers' compensation and professional liability, the CONSTRUCTION MANAGER's insurance policies shall be endorsed to name the City of Leesburg as additional insured to the extent of the

agreement, Contract or lease.

ii The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows: City of Leesburg, Attn: Purchasing Manager, P.O. Box 490630, Leesburg, Florida 34749-0630.

iii The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.

iv The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.

v The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.

vi The CONSTRUCTION MANAGER, 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 CONSTRUCTION MANAGER's liability coverage(s).

c. Comprehensive General Liability - The CONSTRUCTION MANAGER shall purchase and maintain Commercial General Liability coverage on forms no more restrictive than the latest editions of the Commercial General Liability policies of the Insurance Services Office (ISO). The Commercial General Liability policy shall provide minimum limits of $1,000,000 per occurrence combined single limit that includes coverage for bodily and personal injury and property damage liability for premises, operations, products and completed operations*, independent Contractors, Contractual liability covering the agreement, Contract or lease, broad form property damage coverage, and property damage resulting from explosion, collapse or underground exposures (x, c, u).

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

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

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

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

11. **Indemnification.** The CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER and persons employed or utilized by the CONSTRUCTION MANAGER in the performance of this Agreement. The liability of the CONSTRUCTION MANAGER shall, however, be limited to one million and 00/100 dollars ($1,000,000.00) per occurrence, and the obligation of the CONSTRUCTION MANAGER to indemnify the CITY shall be limited to acts, omissions, or defaults of the CONSTRUCTION MANAGER; any contractors, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services or materials in connection with the project; and the CITY, its officers, agents and employees, provided however that the CONSTRUCTION MANAGER shall not be obligated to indemnify the CITY against losses arising from the gross negligence, or willful, wanton, or intentional misconduct of the CITY, its officers, agents and employees, or against statutory violations or punitive damages except to the extent caused by or resulting from the acts or omissions of the CONSTRUCTION MANAGER, or any contractors, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services, or materials in connection with this Agreement.

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

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

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

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

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

16. **Contingent Fees Prohibited.** The CONSTRUCTION MANAGER warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the CONSTRUCTION MANAGER, to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSTRUCTION MANAGER 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.

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

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

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

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

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 CONSTRUCTION MANAGER (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 CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER.

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

and the persons actually performing the services on behalf of CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER pursuant to this Agreement, CITY may require CONSTRUCTION MANAGER assign a different person or persons be designated to be the contact person or to perform the CONSTRUCTION MANAGER services hereunder. **Disclosure of Conflict.** The CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER and his duties under this Agreement.

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

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

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

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

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

the Social Security Administration and will require same requirement to confirm employment eligibility of all subcontractors.

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

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

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

[*Signature page follows.*]

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

ALLSTATE CONSTRUCTION, INC.

By: _____

Printed: _____

Its: _____
(Title)

CITY OF LEESBURG, FLORIDA

_____
Mike Pedersen, Mayor

ATTEST:

_____
J. Andi Purvis, City Clerk

Approved as to form:

_____
William Watson, City Attorney

ATTACHMENT 'A'
SUPPLEMENTAL CONDITIONS

1. **DEFINITIONS**

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

a. **City Project Representative:** There shall be authorized representative(s) of the CITY assigned to make all necessary inspections of the work performed by the CONSTRUCTION MANAGER and for such other purposes as outlined in the Contract Documents.

b. **City Technical Representative:** There may be a designated Project Representative assigned by the CITY to inspect the technical aspects of the project. To insure the project is being constructed as designed.

c. **Engineer of Record:** The Engineer of Record designated by the CITY following Contract Execution.

d. **Engineer:** The design professional (engineer, architect, landscape architect or surveyor) designated by the CITY to serve as the design professional representing the CITY.

e. **Notice to Proceed (NTP):** The official Notice from the CITY to the CONSTRUCTION MANAGER providing the date work may begin and the date the performance period begins. The NTP date will be mutually agreed to at or following the pre-construction meeting. CONSTRUCTION MANAGER shall sign the acknowledgement section of the NTP and return to the Purchasing Division. The NTP shall become a part of the Contract Documents.

f. **Subcontractor:** Includes only those having a direct contract with the CONSTRUCTION MANAGER and it includes one who furnished material worked to a special design according to the plans or specifications of this work, but does not include one who merely furnishes material not so worked.

g. **Work:** The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

h. **Manual(s):** Equipment documentation meant for the end user/consumer of the equipment. CONSTRUCTION MANAGER shall provide all Manuals to the CITY upon substantial completion.

i. **Surety:** The corporate body which is bound with and for the CONSTRUCTION MANAGER which is primarily liable and which guarantees the faithful performance of the bid and/or agreement.

j. **Plans, Drawings and/or Sketches:** Graphic representations of the work to be performed or reproductions thereof.

k. **Specifications:** Broadly defined, the specifications include all data bound together herein or referenced on the plans, including, but not limited to, General Conditions, Technical specifications, Special conditions, geotechnical investigation,

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

l. **Defective:** An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by CITY at Substantial Completion or CITY has taken beneficial use of completed portions.

m. **Shop Drawings:** All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for CONSTRUCTION MANAGER to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by CONSTRUCTION MANAGER to illustrate material or equipment for some portion of the Work.

n. **Substantial Completion:** The Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer as evidenced by Engineer's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or if there be no such certificate issued, when final payment is due. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.

o. **Underground Facilities:** All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

2. **INSPECTION OF WORK**

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

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

shall, if required by the Project Representative, be uncovered for examination at the CONSTRUCTION MANAGER's expense.

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

3. **GENERAL QUALITY AND STANDARDS**

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

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

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

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

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

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

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

4. **PROJECT COORDINATION**

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

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

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

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

5. **SUPERVISION**

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

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

6. **CONSTRUCTION SUPERINTENDENT**

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

7. **WAGE RATES/EQUAL EMPLOYMENT OPPORTUNITY**

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

8. **SUBCONTRACTS**

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

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

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

9. **PRE-CONSTRUCTION MEETING**

The CITY shall schedule a meeting after the Notice of Award. The Project Representative, Engineer, and CONSTRUCTION MANAGER shall attend this mandatory meeting. The following items, as applicable, will be discussed as it relates to the Project:

a. Submission of list of Subcontractors, Schedule of Values and Progress Schedule.
b. Designation of Personnel representing the parties in Contract, and the Engineer.
c. Use of premises by CITY and the CONSTRUCTION MANAGER.
d. Quality Assurance/Quality Control Plan
e. Safety Plan
f. Survey layout and scheduling.
g. Security and housekeeping procedures.

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

10. **ORDER OF COMPLETION**

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

11. **MATERIALS AND EQUIPMENT SCHEDULES**

As soon as practicable following the date of award of contract and before any material or equipment is purchased, the CONSTRUCTION MANAGER will submit to the CITY for approval

a complete list of materials to be incorporated in the work for the Limited Construction Services. The list shall include catalog numbers, cuts, diagrams; drawings and such other descriptive data as may be required. No consideration will be given to partial lists submitted from time to time. Approval of materials will be based on manufacturers' published ratings. Any materials listed that are not in accordance with the specification requirements may be rejected.

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

12. **SUBMITTAL REQUIREMENTS OF CONSTRUCTION MANAGER**

After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, CONSTRUCTION MANAGER shall submit to Engineer for review in accordance with the accepted schedule of Shop Drawing submissions, or for other appropriate action if so indicated in the Special Conditions, five copies (unless otherwise specified in the General Requirements) of all Shop Drawings, which will bear a stamp or specific written indication that CONSTRUCTION MANAGER has satisfied CONSTRUCTION MANAGER'S responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as Engineer may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable Engineer to review the information as required. CONSTRUCTION MANAGER shall also submit to Engineer for review with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that CONSTRUCTION MANAGER has satisfied CONSTRUCTION MANAGER's responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.

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

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

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

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

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

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

13. **CHANGES IN THE WORK**

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

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

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

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

a. where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved, or ii. by mutual acceptance of a lump sum, or

b. on the basis of the cost of the work plus a CONSTRUCTION MANAGER's fee for overhead and profit.

14. **DETAIL DRAWINGS AND INSTRUCTIONS**

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

15. **OWNERSHIP OF DRAWINGS**

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

16. **SURVEYS, PERMITS AND REGULATIONS**

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

Horizontal Control furnished by the CITY shall consist of adequately marked property corners or offset corners, with dimensions as shown on the drawings. Vertical Control will consist of benchmarks established within the immediate area of the work. It shall be the responsibility of the CONSTRUCTION MANAGER to furnish all construction layout of the work, including, but not limited to, layout and elevations for the construction and final grade of the site.

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

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

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

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

Work permits and licenses necessary for the prosecution of the work shall be secured and paid for by the CONSTRUCTION MANAGER. Easements for permanent structures or permanent changes in existing facilities will be secured and paid for by the CITY unless otherwise specified. The CONSTRUCTION MANAGER shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the CONSTRUCTION MANAGER observes that the drawings and specifications are at variance

therewith, he shall promptly notify the CITY in writing and any necessary changes shall be adjusted as provided in the contract for changes in the work. If the CONSTRUCTION MANAGER performs work knowing it to be contrary to such laws, ordinances, rules and regulations and without such notice to the CITY, he shall bear all cost arising there from.

17. **ROYALTIES AND PATENTS**

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

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

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

18. **DEDUCTIONS FOR UNCORRECTED WORK**

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

19. **DELAYS AND EXTENSION OF TIME**

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

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

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

20. **CORRECTION OF WORK BEFORE FINAL PAYMENTS**

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

If the CONSTRUCTION MANAGER does not correct such condemned work and material within a reasonable time fixed by written notice, the CITY may correct it at the expense of the CONSTRUCTION MANAGER. If the CONSTRUCTION MANAGER does not pay the expense of such correction within SEVEN (7) days thereafter, the CITY may, upon SEVEN (7) days written notice, deduct all the cost and expenses that should have been borne by the CONSTRUCTION MANAGER.

21. **THE CITY'S RIGHT TO DO WORK**

If the CONSTRUCTION MANAGER should neglect to prosecute the work properly or fail to perform any provision of this contract, the CITY after SEVEN (7) days written notice to the CONSTRUCTION MANAGER, may, without prejudice to any other remedy he may have, make good such deficiencies at the CONSTRUCTION MANAGER's expense.

22. **SUSPENSION OF WORK**

The CITY may at any time suspend the work or any part thereof by giving five (5) days' notice to the CONSTRUCTION MANAGER in writing. The work shall be resumed by the CONSTRUCTION MANAGER within ten (10) days after the date fixed in a written notice to resume work from the CITY to the CONSTRUCTION MANAGER. The CITY will reimburse the CONSTRUCTION MANAGER for expense incurred by the CONSTRUCTION MANAGER in connection with the work under this contract as a result of such suspension unless the suspension was recommended to the CITY by the Project Representative to enforce the contract or for any violation of the contract.

23. **SUSPENSION OF WORK DUE TO SAFETY VIOLATION**

The CITY may suspend work immediately by verbal instruction upon observing a safety violation that threatens either personnel, equipment or property. The CITY will confirm the verbal stop work instruction by written notice within one (1) day of giving the verbal stop work instruction. The City will not reimburse the CONSTRUCTION MANAGER for in connection with a stop work order due to a safety violation created by the CONSTRUCTION MANAGER, their personnel or their sub-contractors.

24. **REMOVAL OF EQUIPMENT**

In the case of annulment of this contract before completion, from any cause whatever, the CONSTRUCTION MANAGER, if notified to do so by the CITY, shall promptly remove any part or all of his equipment and supplies from the property of the CITY, failing which, the CITY will

have the right to remove such equipment and supplies at the expense of the CONSTRUCTION MANAGER.

25. **USE OF COMPLETED PORTIONS**

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

a. CITY at any time may request CONSTRUCTION MANAGER in writing to permit CITY to use any such part of the Work which CITY believes to be ready for its intended use and substantially complete. If CONSTRUCTION MANAGER agrees, CONSTRUCTION MANAGER will certify to CITY and Engineer that said part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work. CONSTRUCTION MANAGER at any time may notify CITY and Engineer in writing that CONSTRUCTION MANAGER considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, CITY, CONSTRUCTION MANAGER and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify CITY and CONSTRUCTION MANAGER in writing giving the reasons therefore. If Engineer considers that part of the Work to be substantially complete, the provisions of Substantial Completion will apply with respect to certification of that part of the Work and the division of responsibility in respect thereof and access thereto.

b. CITY may at any time request CONSTRUCTION MANAGER in writing to permit CITY to take over operation of any such part of the Work although it is not substantially complete. A copy of such request will be sent to Engineer and within a reasonable time thereafter CITY, CONSTRUCTION MANAGER and Engineer shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If CONSTRUCTION MANAGER does not object in writing to CITY and Engineer that such part of the Work is not ready for separate operation by CITY , Engineer will finalize the list of items to be completed or corrected and will deliver such list to CITY and CONSTRUCTION MANAGER together, with a written recommendation as to the division of responsibilities pending final payment between CITY and CONSTRUCTION MANAGER with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the Work, which will become binding upon CITY and CONSTRUCTION MANAGER at the time when CITY takes over such operation (unless they shall have otherwise agreed in writing and so informed Engineer). During such operation and prior to Substantial Completion of such part of the Work, CITY shall allow CONSTRUCTION MANAGER reasonable access to complete or correct items on said list and to complete other related Work.

c. If CITY finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with this Article; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be cancelled or lapse on account of any such partial use or occupancy.

26. **PROMPT PAYMENT**

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

27. **APPLICATION FOR PAYMENT**

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

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

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

28. **PAYMENTS WITHHELD**

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

a. Defective work not remedied.
b. Claims filed or reasonable evidence indicating probable filing of claims.
c. Failure of the CONSTRUCTION MANAGER to make payments properly to subcontractors or for materials or labor.

d. The Project Representative's opinion that the contract cannot be completed for the balance then unpaid.
e. Damage to another CONSTRUCTION MANAGER.
f. Failure to maintain adequate progress. vii. Damage to the building resulting from the negligence of the CONSTRUCTION MANAGER.

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

29. **FINAL PAYMENT APPLICATION**

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

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

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

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

If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation-all as required by the Contract Documents, Engineer is satisfied that the Work has been completed and

CONSTRUCTION MANAGER's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application to CITY for payment. Thereupon Engineer will give written notice to CITY and CONSTRUCTION MANAGER that the Work is acceptable subject to the provisions found under "Waiver of Claims". Otherwise, Engineer will return the Application to CONSTRUCTION MANAGER, indicating in writing the reasons for refusing to recommend final payment, in which case CONSTRUCTION MANAGER shall make the necessary corrections and resubmit the Application. Thirty days after presentation to CITY of the Application and accompanying documentation, in appropriate form and substance, and with Engineer's recommendation and notice of acceptability, the amount recommended by Engineer will become due and will be paid by CITY to CONSTRUCTION MANAGER. If, through no fault of CONSTRUCTION MANAGER, final completion of the Work is significantly delayed and if Engineer so confirms, CITY shall, upon receipt of CONSTRUCTION MANAGER's final Application for Payment and recommendation of Engineer, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by CITY for Work not fully completed or corrected is less than the retainage (if applicable) stipulated in the Agreement, and if Bonds have been furnished as required, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONSTRUCTION MANAGER to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

30. **CONSTRUCTION MANAGER'S CONTINUING OBLIGATION**

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

31. **DAMAGES**

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

32. **COMPLETION OF WORK**

The CONSTRUCTION MANAGER shall be considered "substantially complete" when the equipment and systems have been used without failure for seven (7) continuous days, and in the opinion of the CITY, it's Project Representative or Engineer of Record, all work has been completed in general accordance with the plans and specifications and all test reports, inspections, etc. have been completed and delivered to the Engineer. Substantial completion shall also mean that degree of completion which allows the CITY to occupy and use the facilities. When the

Engineer deems the work to be "substantially complete" he shall indicate this to the CITY in writing with copies to the CONSTRUCTION MANAGER. The date of contract completion shall be the same date at which the CONSTRUCTION MANAGER is considered substantially complete by the Engineer.

33. **ACCEPTANCE OF FINISHED WORK**

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

34. **GUARANTY**

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

All equipment, materials and installation and workmanship furnished by the CONSTRUCTION MANAGER under the terms of the Contract, shall be guaranteed by the CONSTRUCTIONMANAGER against defective workmanship under normal operation for a period of TWO (2) years. All equipment will be provided with the equipment manufacturers warranty against mechanical and physical defects, leakage, breakage and other damages and failure, under normal operation. Each item of equipment or materials and installation proving to be defective within the specified period of guaranty shall be replaced, without cost to the CITY, by the CONSTRUCTION MANAGER or by the Surety. The period of guaranty of such replacement shall be from and after the date of final acceptance of the Project by the CITY.

35. **INDEMNITY**

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

Provided, however, if this Contract is deemed, by a court of competent jurisdiction, to be a construction contract for the purposes of Section 725.06, Florida Statutes, any obligation of the CONSTRUCTION MANAGER to defend, indemnify or hold harmless an CITY and Engineer shall be limited to an obligation to indemnify and hold harmless the CITY and Engineer, and its

officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSTRUCTION MANAGER and persons employed or utilized by the CONSTRUCTION MANAGER in the performance of this Contract.

36. **ASSIGNMENT**

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

37. **RIGHTS OF VARIOUS INTERESTS**

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

38. **SEPARATE CONTRACTS**

The CITY reserves the right to let other contracts in connection with this work. The CONSTRUCTION MANAGER shall afford other CONSTRUCTION MANAGERs reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly conduct and coordinate his work with theirs.

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

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

39. **ACCESS TO RECORDS**

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

40. **EXECUTION, CORRELATION AND INTENT OF DOCUMENTS**

The Agreement shall be signed in quadruplicate by the CITY and the CONSTRUCTION MANAGER. The Contract Documents comprise the entire agreement between CITY and CONSTRUCTION MANAGER concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract

Documents will be construed in accordance with the law of the place of the Project.

It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or Laws or Regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of CITY, CONSTRUCTION MANAGER or Engineer, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to Engineer, or any of Engineer's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of these Supplemental Conditions. Clarifications and interpretations of the Contract Documents shall be issued by Engineer.

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

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

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

43. **CLARIFICATIONS AND INTERPRETATIONS OF CONTRACT DOCUMENTS**
It is the duty of the CONSTRUCTION MANAGER to notify the Engineer, in writing, in the event of any doubt or question as to the true meaning of any provision in the Contract Documents. The Engineer's decision thereon shall be final. Annotated dimensions on drawings shall govern and work not dimensioned shall be as clarified by the Engineer. Work not particularly shown or specified shall be the same as similar parts that are shown or specified. Materials or work described

in words which have a well-known technical or trade meaning shall be deemed to refer to such recognized standard.

Engineer will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as Engineer may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONSTRUCTION MANAGER believes that a written clarification or interpretation justifies an increase in the Contract Price or an extension of the Contract Time then CONSTRUCTION MANAGER shall notify CITY in accordance with the Agreement.

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

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

44. **LIMITATIONS ON ENGINEER'S RESPONSIBILITIES**

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

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

authority to undertake responsibility contrary to the provisions of this Article.

Engineer will not be responsible for CONSTRUCTION MANAGER's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and Engineer will not be responsible for CONSTRUCTION MANAGER's failure to perform or furnish the Work in accordance with the Contract Documents. Engineer will not be responsible for the acts or omissions of CONSTRUCTION MANAGER or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

45. **RECORD DOCUMENTS**

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

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

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

46. **REVIEW OF APPLICATION FOR PROGRESS PAYMENT**

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

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

Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to CITY, based on Engineer's on-site observations of the Work in progress as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of Engineer's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any

subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work, and to any other qualifications stated in the recommendation); and that CONSTRUCTION MANAGER is entitled to payment of the amount recommended. However, by recommending any such payment Engineer will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents or that there may not be other matters or issues between the parties that might entitle CONSTRUCTION MANAGER to be paid additionally by CITY or CITY to withhold payment to CONSTRUCTION MANAGER.

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

Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make such representations to CITY. Engineer may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or test, nullify any such payment previously recommended; to such extent as may be necessary in Engineer's opinion to protect CITY from loss. CITY may refuse to make payment of the full amount recommended by Engineer because claims have been made against CITY on account of CONSTRUCTION MANAGER's performance or furnishing of the Work or Liens have been filed in connection with the Work or there are other items entitling CITY to a set-off against the amount recommended, but CITY must give CONSTRUCTION MANAGER immediate written notice (with a copy to Engineer) stating the reasons for such action.

47. **INSPECTIONS, CORRECTION, REMOVAL OF DEFECTIVE WORK**

Engineer and Engineer's representatives, other representatives of CITY, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. CONSTRUCTION MANAGER shall provide proper and safe conditions for such access. CONSTRUCTION MANAGER shall give Engineer timely notice of readiness of the Work for all required inspections or tests.

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

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

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

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

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

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

If the Work is defective, or CONSTRUCTION MANAGER fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, CITY may order CONSTRUCTION MANAGER to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of CITY to stop the Work shall not give rise to any duty on the part of CITY to exercise this right for the benefit of CONSTRUCTION MANAGER or any other party.

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

48. **ARBITRATION**

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

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

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

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

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

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

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

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

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

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

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

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

[END OF ATTACHMENT 'A']

Section 0
Letter of Transmittal & Profile

Statement of Qualifications to Provide Construction Manager at Risk Services to the City of Leesburg, Florida

ALLSTATE CONSTRUCTION
Building Quality for Life

Allstate Construction, Inc.
1301 SW 37th Avenue, #105
Ocala, FL 34474
tel. 352.401.3699 • fax. 352.620.8431



Turf Replacement at Steinbrenner High School

Statement of Non-Collusion:
Allstate Construction, Inc. has in no way colluded with any other person or entity in reference to this proposal submission or proposed projects.

Scott Brewer, President
Allstate Construction, Inc.

ALLSTATE CONSTRUCTION
Building Quality for Life

1 CMAR View & Project Approach

a. Describe your company's viewpoint on the Construction Manager at Risk (CMAR) Project Delivery Method.

What do you believe are the benefits to the Owner in using CMAR?

In our experience, the use of CMAR delivery method provides many benefits to the owner and the architect. The evaluation of the qualifications of a construction manager prior to award of the project gives the owner the opportunity to select both the best qualified and the most cost effective construction partner for the project. The construction manager is then an integral part of the design and construction process, which allows for the streamlining of the project work phases, and typically work will be completed sooner than in a design-bid-build process. The construction management firm can contain project costs through value engineering and by evaluating the feasibility of construction designs, ensuring the quality of work, and keeping the project on time. Additionally, the architect, owner and construction manager will function as a team, ensuring that the most qualified subcontractors are selected, and that the project has the best possible outcome.

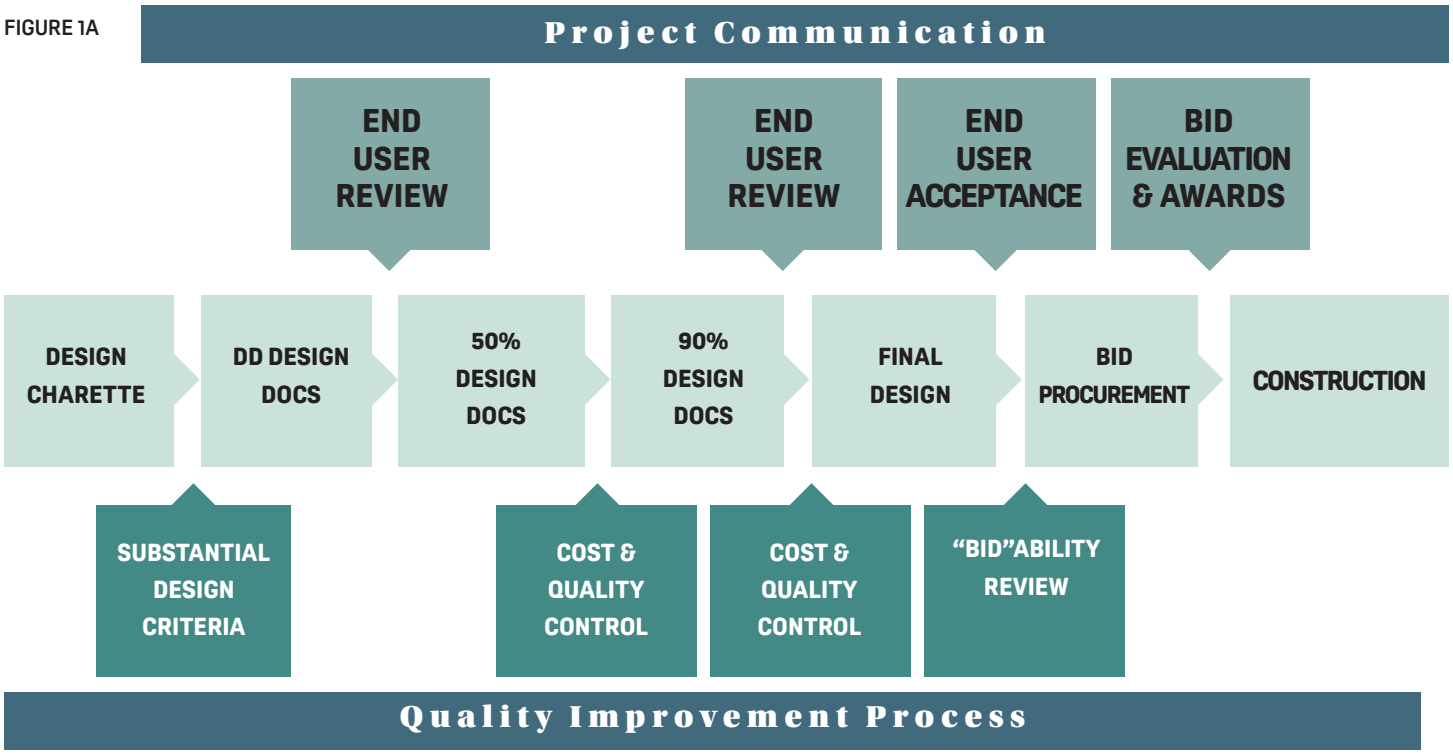
How does your company see CMAR helping to mitigate today's risks in the construction industry?

From the current and forecast construction market outlook we must consider the challenges created by the workforce shortages and material manufacturing shortfalls. We have established a focused plan that has produced successful outcomes on several recent and similar projects including turf and track replacements at Bloomingdale High, Plant City High, Wharton High and Steinbrenner High Schools for Hillsborough County Public Schools. The following summarizes the steps of our processes.

1. Establishment of a detailed cost estimate based on current cost models established from recent and similar projects including realistic forecasts for material and labor cost escalation. Our detailed processes ensure the efficient and successful establishment of the Guaranteed Maximum Price (GMP). Throughout our review and estimating processes, we will introduce options and alternates to ensure that what is reflected in the final design documents can be built without ever compromising the established construction budget.

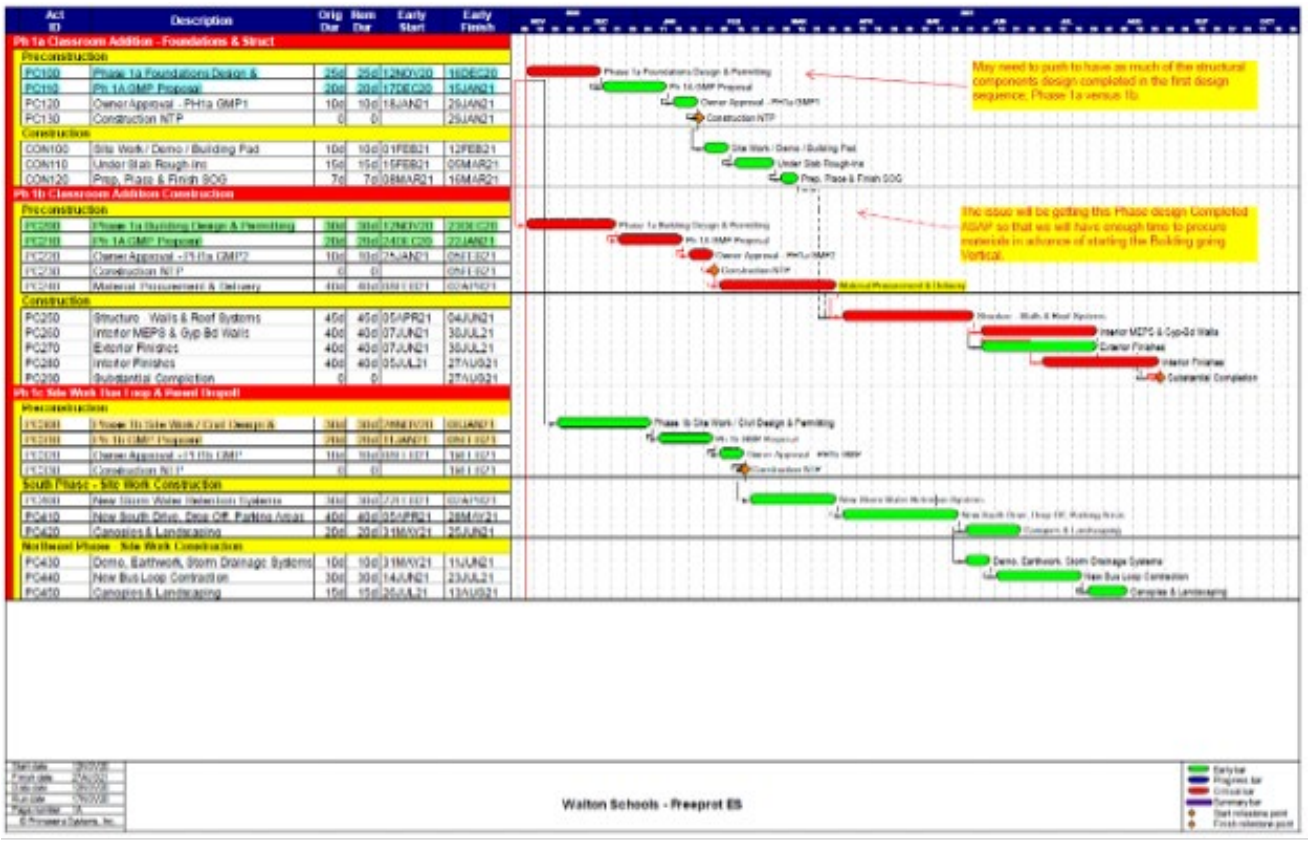
2. We can schedule and produce early Guaranteed Maximum Price (GMP) packages as a means for managing current material, manpower, and supply chain challenges. This allows us to secure the costs of the materials and equipment and begin the extended procurement processes while progressing the final phases of the design and final GMP. The accuracy and success of our conceptual estimating and evaluation, as well as the implementation of costs options enable us to successfully implement the phased GMP approach. *A graphic representation of that process is shown in Figure 1A on the following page.*

FIGURE 1A



3. The Construction schedule is established to include sequencing and organization of the work to include the procurement and delivery of the longer lead materials and equipment that are included in the early GMP packages. Mobilization and start of construction activities are based on set delivery dates of the longer lead materials, allowing the work to efficiently progress, avoiding extended costs related to material delays and extended impacts to ongoing and associated operations of existing facilities. *The project schedule in Figure 1B details the application of the early GMP processes.*

FIGURE 1B



b. What is your company's approach to a CMAR project?



Allstate has an overall proactive approach to CMAR. As your construction manager, we will always have your best interest in mind when making project decisions. We will meet with the entire team to listen closely and document clearly your objectives and project requirements. We will help formulate a plan to ensure these objectives and requirements are met that the entire team can be on board with. Allstate will ensure that your interests are protected throughout the project, and continue to proactively coordinate and communicate with you and the other members of the team, especially in certain areas, such as scheduling around your activities, utility change-overs, and other special events.

To the left is a list of our typical services provided. These will be tailored to meet your goals and expectations.

Preconstruction Tasks

- Project Scope | Cost Management
- Project Scheduling
- Trade Prequalification | Bidding
- Small Business Participation & Planning
- Estimating
- Value Engineering Analysis
- Constructability Reviews

Construction Tasks

- Project Supervision
- Develop Logistics
- Develop | Maintain Procedures
- Develop | Monitor Budget
- Monthly Progress Reporting
- Coordinate Subs | Suppliers
- Coordinate Means | Methods
- Establish | Maintain Quality Control
- Maintain Project Conditions
- Safety Plan

Post Construction Tasks

- As-Builts and Closeouts
- Systems Training
- Warranty Walk-throughs
- Commissioning Services

C. Discuss why your company's experience and approach to CMAR would better serve the City versus the other responding companies'?

We are sure that you will receive qualifications from several firms with the ability to complete the proposed work, but you will not find another company that cares as much about their clients and the communities that they work in as you will find in Allstate Construction.

Allstate is always aware that our reputation and our future success is dependent on how we serve our clients in the present. We will always do what it takes to exceed client expectations and successfully complete each project that we are trusted with.

But that attentiveness to your goals and needs is certainly not enough. Allstate also brings the right experience including both millions of dollars of construction management deliveries, as well as project-specific experience. We also aggressively pursue local trade contractor participation. It's important to give back to the community; especially when you are performing work for public entities.

For the past decade, we have completed several state park improvement projects for Florida Department of Environmental Protection and Florida Department of Management Services. These include several in the local region, such as Silver Springs State Park, Weeki Wachee Springs State Park and Werner-Boyce Salt Springs State Park, just to name a few.

We have also been fortunate over the last few years to completed several new athletic fields and complexes for Hillsborough County Public Schools, Leon County Schools, and Florida A&M University. One of Allstate's early construction management projects was the new Women's Soccer / Softball and Intramural Fields Complex for Florida State University in 1998.

We have been doing this work successfully for many years, and we are bringing you team members who have the right commitment and experience for your projects.

d. What sets your company apart from your competitors?

There are many things that set Allstate apart from our competitors, but the following is a list of just a few of those unique qualities.

- **Dedicated Preconstruction Services:** Allstate has a dedicated preconstruction services department that will work cohesively with the City of Leesburg and your design team to set each project up for success. They will immediately engage the project upon award including kick-off meetings, site investigation and constructability reviews. They will work hard throughout preconstruction to ferret out any issues or concerns and provide solutions and ideas that will benefit the client and the project. Your project is essentially built during this phase to ensure a smooth construction phase.
- **Specific Related Experience:** Allstate has completed a large number of athletic fields and complexes, as well as state park projects with very specific and correlating scopes of work to the projects mentioned in the RFQ. In addition to our major project experiences which are very diverse, Allstate has also managed 40 different continuing services CMAR contracts and task order services contracts throughout the Southeast. Projects under these contracts are typically valued at $4M and under. They include a wide range of project types and can be new construction, renovations, improvements, repairs and more. There are not many scopes of work that we haven't seen.
- **Local Commitment:** Allstate will aggressively solicit local trade contractors and vendors to complete as much work and necessary services as possible. Not only is it important to give back to the community when you are spending community dollars to complete work, it contributes to project success when local companies are involved and have a vested interest in doing well. In addition, many of these local companies likely utilize or will utilize these facilities. It's a source of pride for them to have participated and delivered their part of the work successfully.
- **Post Construction / Warranty:** Allstate remains committed to our clients even after it is completed. We have a efficient and effective process for turning over thorough closeout documents at completion, and at both the 6 and 11 month marks after completion, we will perform walk-throughs with City representatives to ensure that any issues are addressed and resolved prior to warranty end. Even after the warranty period, we want you to feel free to contact us with questions and concerns. We will always do what is right and fair ensuring complete satisfaction with your projects.
- **Open-Book / Team Involvement:** Allstate utilizes Procore to manage every project. We will provide a login for both City and design team representatives so that you can review up-to-date project information such as cost, progress photos, submittal data and more at any time. Performing projects with a TEAM attitude and approach has proven to be the best way to ensure success.

e. Provide any other information related to the CMAR services your company provides.

Allstate Construction brings the depth of both local and regional Florida, as well as extended area trade contractor relationships required to promote qualified competitive bidder interest. We have five locations throughout Florida and three in Georgia. We are able to support the large volume of concurrent work in stressed Central Florida, and are actively engaged in the area markets. We are continuously evaluating what construction systems and practices are the most economical for each project. Our preconstruction team, working in collaboration with the Owner and the Design Team, will bring proven solutions to the table ensuring the work designed can be built without compromising the established budget. Additionally, we will establish a time line for material procurement and deliveries that enables us to minimize the impacts of longer lead fabrication and delivery times.

Understanding the Scope of Work:

Allstate has reviewed the RFQ package and fully understands the services to be provided as well as the projects proposed and their scopes of work.

The City of Leesburg is looking for a full-service construction management firm to provide in-depth preconstruction and construction services on two or more planned projects starting with the conversion of the Susan Street Complex from football/baseball/softball to football/soccer/lacrosse, as well as the Venetian Cove Marina Improvements requiring demo and rebuild of existing building along with the addition of slips and floating docks. Other projects may include Sleepy Hollow Sports Complex and projects from the City's 5-year Capital Improvement Plan.

Not only does Allstate bring the requested athletic field experience, but we have worked on multiple state parks with Florida Department of Environmental Protection, and managed 40 continuing services and task order contracts over the past 36 years. We excel at the management of multiple projects for the same client concurrently with a wide range of complexities, values and schedules..

Our firm brings the perfect team and construction management experience to complete all expected services: budget estimating; value engineering; constructability analysis, proactive team communication identifying goals and needs, bid package, master schedule, and GMP development during preconstruction. During construction, we will maintain schedule, budget, safety, quality and more while ensuring that the entire team is up to date on what is going on with each project.

Allstate will deliver only quality projects that we, our clients and the local communities can be proud of. We would love to work with the City of Leesburg on these projects, and to develop a lasting relationship where the City knows they can depend on our firm and our team to always get it done.

History of Allstate and Experience Providing CMAR:

Allstate Construction, Inc. is a Florida Corporation majority-owned by Scott Brewer, our President, and founded more than 36 years ago in January of 1986 as a small general contractor with just four employees, $8,000 borrowed capital, and a vision. From day one, we have worked very hard to achieve client satisfaction and to successfully complete each project in a way that exceeds expectations.

Today we are a $110 million+ firm with over 85 employees and eight offices located throughout Florida and Georgia. Our focus since inception has been on state and local government clients. We have grown by delivering on our promises, and have a long list of repeat clients due to our attitude of teamwork, and being easy to work with.

Allstate and our team members have proven experience with many local and regional clients. More than 80% of projects delivered by Allstate are by construction management at risk with design-build making up another 15%. In just the past three years, we have completed over $300 million in CMAR deliveries. Because these methods are most advantageous to our clients, they are the preferred methods of delivery for our firm.

We have been providing construction management deliveries since 1996, more than 26 years. We will rely on our historical experience and successes to ensure the highest level of quality is achieved for the most economical cost on all projects for the City of Leesburg.

Building Quality for Life is the goal of Allstate Construction, and we do this by providing services that truly do exceed your expectations. Our honesty, integrity and commitment to provide an enjoyable experience, while building projects and relationships that last, are what define Allstate.

Persons Authorized to Make Representations for Allstate:

- Scott Brewer, President
  5718 Tower Road, Tallahassee, FL 32303
  tel. 850.514.1004 • fax. 850.514.1206
  sbrewer@allstateconstruction.com

- Andrew Wellman, Dir. of Operations
  5718 Tower Road, Tallahassee, FL 32303
  tel. 850.514.1004 • fax. 850.514.1206
  awellman@allstateconstruction.com

- Will Sumner, Vice President
  1007 Jernigan Street, Perry, GA 31069
  tel. 478.224.8686 • fax. 478.224.8687
  wsumner@allstateconstruction.com

- Joe Nealon, Regional Manager
  1301 SW 37th Avenue, #105, Ocala, FL 34474
  tel. 352.401.3699 • fax. 352.620.8431
  jnealon@allstateconstruction.com

2 Experience of Key Personnel

a.

List of key personnel who will be assigned to the project indicating their project roles. State anticipated percentage of their time proposed to be committed to the project during preconstruction and construction phases.

Team Member	Role	Time Committed
Scott Brewer, President	Project Executive	As Needed Throughout
Andrew Wellman, LEED AP	Director of Operations	As Needed Throughout
Joe Nealon	Senior Project Manager	*Preconstruction* - 25% *Construction* - 40-60%
Nelson Etienne	Project Manager	*Preconstruction* - 25% *Construction* - 70%
Paul Arnaldo, CM-BIM, LEED GA	Director of Preconstruction	*Preconstruction* - 100%
Ian Jones, LEED AP BD+C	Chief Estimator	*Preconstruction* - 75-90%
Carter Johnson	Superintendent	*Preconstruction* - As Needed *Construction* - 100%

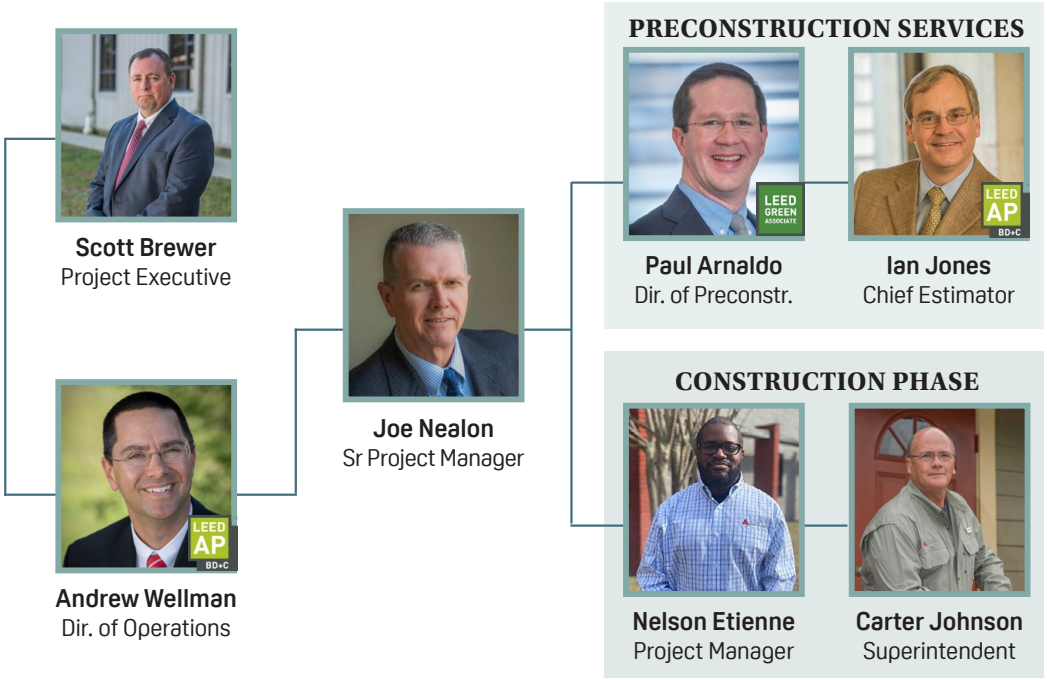
b.

Include a statement committing to the assignment of these proposed persons to the project if your company is selected.

Allstate Construction has selected the above-listed team members based on their experience and availability to commit to the City of Leesburg's projects. We fully intend to stand by this commitment if awarded this contract.

c.

Project organization chart



d.

For each person, state what aspects of preconstruction or construction the individual will manage.

Team Member	Preconstruction						Construction								
	Design Review	*Constructability Issues*	*Cost Model Estimates*	*Schedule*	*Value Analysis*	*Procurement*	*Subcontractor Coordination*	*Safety*	*Quality Assurance Plan*	*Shop Drawing / Submittal*	*Change Management*	*Claims Resolution*	*Schedule Control*	*Commissioning*	*Project Accounting*
Scott Brewer, President Project Executive									X			X			X
Andrew Wellman, LEED AP Director of Operations	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Joe Nealon Senior Project Manager	X	X		X	X			X	X		X	X	X	X	X
Nelson Etienne Project Manager	X	X		X	X			X	X	X	X	X	X	X	X
Paul Arnaldo, CM-BIM, LEED GA Director of Preconstruction	X	X	X	X	X	X									
Ian Jones, LEED AP BD+C Chief Estimator	X	X	X	X	X	X			X		X				
Carter Johnson Superintendent	X	X		X			X	X	X	X	X	X	X	X	X



e/f.

Provide a detailed but concise resume to include educational background and all relevant experience on each of the key personnel shown in “a” above. Where possible, include experience in the firm’s projects, as well as in others, showing position and responsibility. Note where these key personnel are to be located during the project.

Resumes began in the following page.



Scott Brewer, President
Project Executive

ALLSTATE CONSTRUCTION
Building Quality for Life






Years of Experience
Total - 33 Years
Allstate - 13 Years

Education
Florida A&M University, B.S., Building Construction, 1991

Licenses/ Certifications
Florida CGC1518758
USACOE Qualified Stormwater Inspector

Location
Tallahassee - Corporate

Related Project Experience (as Project Executive):

- **Wharton High/Steinbrenner High Turf Replacements, Hillsborough County Schools,** *Value:* $2,821,734 / *Delivery:* CM at Risk
- **Plant City High School Turf & Track, Hillsborough County Schools,** *Value:* $2,236,593 / *Delivery:* CM at Risk
- **Bloomingdale High School Turf & Track, Hillsborough County Schools,** *Value:* $1,966,708 / *Delivery:* CM at Risk
- **Rickards High School, Ph 1A-1B (New Outdoor Athletic Complex), Leon County Schools,** *Value:* $6,781,339 / *Delivery:* CM at Risk
- **Bragg Memorial Stadium Renovations, Florida A&M University,** *Value:* $4,551,386 / *Delivery:* CM at Risk
- **Silver Springs State Park Renovations & Improvements, Florida Department of Environmental Protection,** *Value:* $10,527,848 / *Delivery:* CM at Risk
- **Weeki Wachee Springs State Park Renovations & Improvements, Florida Department of Environmental Protection,** *Value:* $6,960,436 / *Delivery:* CM at Risk
- **Rish Recreational Park Renovations & Improvements, Florida Department of Management Services,** *Value:* $5,141,837 / *Delivery:* CM at Risk



Andrew Wellman
Director of Operations

LEED AP BD+C

ALLSTATE CONSTRUCTION
Building Quality for Life






Years of Experience
Total - 21 Years
Allstate - 4 Years

Education
University of Florida, B.S., Building Construction, 2003

Licenses/ Certifications
USGBC LEED AP BD+C
Florida CGC1523396
North Carolina 65799
OSHA 30-Hour

Location
Tallahassee - Corporate

Related Project Experience (as Director of Operations):

- **Wharton High/Steinbrenner High Turf Replacements, Hillsborough County Schools,** *Value:* $2,821,734 / *Delivery:* CM at Risk
- **Plant City High School Turf & Track, Hillsborough County Schools,** *Value:* $2,236,593 / *Delivery:* CM at Risk
- **Bloomingdale High School Turf & Track, Hillsborough County Schools,** *Value:* $1,966,708 / *Delivery:* CM at Risk
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- **Bragg Memorial Stadium Renovations, Florida A&M University,** *Value:* $4,551,386 / *Delivery:* CM at Risk
- **Silver Springs State Park Renovations & Improvements, Florida Department of Environmental Protection,** *Value:* $10,527,848 / *Delivery:* CM at Risk
- **Weeki Wachee Springs State Park Renovations & Improvements, Florida Department of Environmental Protection,** *Value:* $6,960,436 / *Delivery:* CM at Risk
- **Rish Recreational Park Renovations & Improvements, Florida Department of Management Services,** *Value:* $5,141,837 / *Delivery:* CM at Risk



Joe Nealon
Senior Project Manager

ALLSTATE CONSTRUCTION
Building Quality for Life






Years of Experience
Total - 36 Years
Allstate - 18 Years

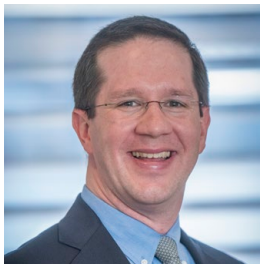
Education
Hillsborough Community College, A.A., 1980

Licenses/ Certifications
OSHA 30-Hour
UBCI Inspector

Location
Ocala / Office and On-Site

Related Project Experience (as Senior Project Manager):

- **Communications Facility at Doak Campbell Stadium (Incl Indoor Practice Field), Florida State University,** *Value:* $24,682,300 / *Size:* 190,000 sq ft / *Delivery:* CM at Risk
- **Silver Springs State Park Renovations & Improvements, Florida Department of Environmental Protection,** *Value:* $10,527,848 / *Delivery:* CM at Risk
- **Howard Middle Expansion and Renovations, Marion County Schools,** *Value:* $11,686,833 / *Size:* 123,000 sq ft / *Delivery:* CM at Risk
- **Vanguard High School Expansion and Renovations, Marion County Schools,** *Value:* $29,297,310 / *Size:* 174,400 sq ft / *Delivery:* CM at Risk
- **Cecil E. Gray Middle School, Lake County Schools,** *Value:* $30,915,422 / *Size:* 204,456 sq ft / *Delivery:* CM at Risk
- **East Ridge High School (New 9th Grade Classroom Building), Lake County Schools,** *Value:* $6,194,287 / *Size:* 31,943 sq ft / *Delivery:* CM at Risk
- **Merrill Road Elementary Expansion & Renovations, Duval County Schools,** *Value:* $6,847,146 / *Size:* 71,332 sq ft / *Delivery:* CM at Risk
- **Brooksville Agricultural & Environmental Research Station, Florida A&M University,** *Value:* $2,644,734 / *Size:* 4,000 sq ft / *Delivery:* CM at Risk



Paul Arnaldo
Director of Preconstruction

LEED GREEN ASSOCIATE

ALLSTATE CONSTRUCTION
Building Quality for Life






Years of Experience
Total - 22 Years
Allstate - 20 Years

Education
University of Florida, B.S., Building Construction, 2001

Licenses/ Certifications
USGBC LEED Green Associate
CM-BIM Certification

Location
Tallahassee - Corporate

Related Project Experience (as Director of Preconstruction):

- **Wharton High/Steinbrenner High Turf Replacements, Hillsborough County Schools,** *Value:* $2,821,734 / *Delivery:* CM at Risk
- **Plant City High School Turf & Track, Hillsborough County Schools,** *Value:* $2,236,593 / *Delivery:* CM at Risk
- **Bloomingdale High School Turf & Track, Hillsborough County Schools,** *Value:* $1,966,708 / *Delivery:* CM at Risk
- **Rickards High School, Ph 1A-1B (New Outdoor Athletic Complex), Leon County Schools,** *Value:* $6,781,339 / *Delivery:* CM at Risk
- **Bragg Memorial Stadium Renovations, Florida A&M University,** *Value:* $4,551,386 / *Delivery:* CM at Risk
- **Silver Springs State Park Renovations & Improvements, Florida Department of Environmental Protection,** *Value:* $10,527,848 / *Delivery:* CM at Risk
- **Weeki Wachee Springs State Park Renovations & Improvements, Florida Department of Environmental Protection,** *Value:* $6,960,436 / *Delivery:* CM at Risk
- **Rish Recreational Park Renovations & Improvements, Florida Department of Management Services,** *Value:* $5,141,837 / *Delivery:* CM at Risk



Ian Jones
Chief Estimator

LEED AP BD+C

ALLSTATE CONSTRUCTION
Building Quality for Life






Years of Experience
Total - 37 Years
Allstate - 14 Years

Education
University of Florida, B.S., Building Construction, 1985

Licenses/ Certifications
USGBC LEED AP BD+C

Location
Tallahassee - Corporate

Related Project Experience (as Chief Estimator):

- **Wharton High/Steinbrenner High Turf Replacements, Hillsborough County Schools,** *Value:* $2,821,734 / *Delivery:* CM at Risk
- **Plant City High School Turf & Track, Hillsborough County Schools,** *Value:* $2,236,593 / *Delivery:* CM at Risk
- **Bloomingdale High School Turf & Track, Hillsborough County Schools,** *Value:* $1,966,708 / *Delivery:* CM at Risk
- **Rickards High School, Ph 1A-1B (New Outdoor Athletic Complex), Leon County Schools,** *Value:* $6,781,339 / *Delivery:* CM at Risk
- **Bragg Memorial Stadium Renovations, Florida A&M University,** *Value:* $4,551,386 / *Delivery:* CM at Risk
- **Silver Springs State Park Renovations & Improvements, Florida Department of Environmental Protection,** *Value:* $10,527,848 / *Delivery:* CM at Risk
- **Weeki Wachee Springs State Park Renovations & Improvements, Florida Department of Environmental Protection,** *Value:* $6,960,436 / *Delivery:* CM at Risk
- **Rish Recreational Park Renovations & Improvements, Florida Department of Management Services,** *Value:* $5,141,837 / *Delivery:* CM at Risk



Nelson Etienne
Project Manager

ALLSTATE CONSTRUCTION
Building Quality for Life






Years of Experience
Total - 24 Years
Allstate - 4 Years

Education
Florida A&M University, B.S., Construction Engineering & Technology, 2001

Licenses/ Certifications
First Aid & CPR Certification
OSHA 30-Hour

Location
Tampa - Office and On-Site

Related Project Experience (as Senior Project Manager / Project Manager):

- **Wharton High/Steinbrenner High Turf Replacements, Hillsborough County Schools,** *Value:* $2,821,734 / *Delivery:* CM at Risk
- **Plant City High School Turf & Track, Hillsborough County Schools,** *Value:* $2,236,593 / *Delivery:* CM at Risk
- **Bloomingdale High School Turf & Track, Hillsborough County Schools,** *Value:* $1,966,708 / *Delivery:* CM at Risk
- **Weeki Wachee Springs State Park Renovations & Improvements, Florida Department of Environmental Protection,** *Value:* $6,960,436 / *Delivery:* CM at Risk
- **All-Inclusive Playground at Tampa Community Park, City of Tampa,** *Value:* $1,266,091 / *Delivery:* Design-Build
- **New Belmont Elementary School, Hillsborough County Schools,** *Value:* $22,092,489 / *Size:* 100,000 sq ft / *Delivery:* CM at Risk
- **D.T. Jacobson State Veterans Home, Florida Department of Management Services,** *Value:* $4,277,777 / *Size:* 68,700 sq ft / *Delivery:* CM at Risk
- **Knights & Lincoln Elementary HVAC Renovations, Hillsborough County Schools,** *Value:* $10,044,221 / *Size:* 152,000 sq ft, 2 Campuses / *Delivery:* CM at Risk



Carter Johnson
Superintendent

ALLSTATE CONSTRUCTION
Building Quality for Life






Years of Experience
Total - 37 Years
Allstate - 20 Years

Education
Brevard Community College, A.A., 1985

Licenses/ Certifications
OSHA 30-Hour
First Aid & CPR Certification
USACOE Quality Management

Location
Tampa - Full-Time On-Site

Related Project Experience (as Superintendent):

- **Collier-Seminole State Park Renovations & Improvements, Florida Department of Environmental Protection,** *Value:* $1,737,750 / *Delivery:* CM at Risk
- **Weeki Wachee Springs State Park Renovations & Improvements, Florida Department of Environmental Protection,** *Value:* $6,960,436 / *Delivery:* CM at Risk
- **Tampa Community Park, New All-Inclusive Playground, City of Tampa,** *Value:* $1,266,091 / *Delivery:* CM at Risk
- **Ringling Museum of Arts, Campus-wide Renovations and Improvements, Florida State University,** *Value:* $5,958,845 / *Delivery:* CM at Risk
- **New Southshore Campus Parking Lot and Chiller Plant, Hillsborough Community College,** *Value:* $1,246,958 / *Size:* 180,150 sq ft / *Delivery:* CM at Risk
- **Dale Mabry Campus Bookstore and Courtyard Renovations, Hillsborough Community College,** *Value:* $1,041,951 / *Size:* 26,400 sq ft / *Delivery:* CM at Risk
- **New Belmont Elementary School, Hillsborough County Schools,** *Value:* $22,092,489 / *Size:* 100,000 sq ft / *Delivery:* CM at Risk
- **Gibsonton Elementary School Renovations, Hillsborough County Schools,** *Value:* $5,054,141 / *Size:* 80,420 sq ft / *Delivery:* CM at Risk

g.

If not your company, provide the name and qualifications of the company/ personnel providing interdisciplinary coordination/ constructability review of the drawings and specifications, if not previously provided. Provide a detailed description of the process to be used.

As mentioned previously, Allstate Construction has a fully-staffed and dedicated Preconstruction Services Department who handles every aspect of preconstruction services in-house.

Our mission for preconstruction is to find the most efficient path to construction while staying within your budget and without sacrificing quality. Each City of Leesburg project entrusted to Allstate will be built in preconstruction. The dynamic nature of the preconstruction process requires an experienced and dedicated team to ensure success.

Our team will work with the City and design team representatives to outline the time frame and key activities for the project. We will use a Master Project Schedule as a monitor for progress which will allow for adjustments as needed throughout the preconstruction phase. During construction, performance is based on our ability to manage our subcontractors.

This requires diligence during preconstruction to involve qualified companies not only to perform the construction, but to work with us as consultants throughout preconstruction.

For Allstate, preconstruction is not just a contractual requirement; it is the effort that will set the project up for success.





3 Company Project Experience

In the following pages of Section 3, we have included information about Allstate's project experience and history working with public entities. We know we would be the perfect fit for the City of Leesburg's projects.

More Than 36 Years of Government Entity Project Experience



City of Tampa All-Inclusive Playground

a.

Briefly describe your firm's experience providing CMAR services to government entities, preferably municipal or county government. Explain the challenges as well as the opportunities for government to realize benefits from using the CMAR project delivery method.

For more than thirty-six years, Allstate has been providing professional, quality-driven construction services to public clients throughout the Southeast. For the past twenty-six years, the majority of that work has been provided through either design-build or construction management at risk delivery. Allstate completes more than $100 million in construction management deliveries annually giving us extensive knowledge and historical data to aid in the success of all future projects.

Allstate believes fully in the construction management process and the capabilities of our team when we are brought in early during preconstruction to help set the project up for success. During this stage, we will meet with the client, the end users and the selected design team to ensure that we understand the project goals. We will perform site investigations and thoroughly review all design documents to both ensure that the project can indeed be built as provided in those documents and to offer any suggestions and analysis prior to developing a GMP.

Once construction begins, Allstate will provide services to this project in a proactive manner at all times. We will manage cost, schedule, quality and safety professionally and in a way that exceeds your expectations. We will always communicate and provide project information with the entire team, and be available to the client, design team and the subcontractors. Allstate believes in a true team approach and acting in our clients best interest.

Allstate believes in being proactive in not only the preconstruction and construction processes, but also in closeout and warranty as well. This entails performing an internal punch list a month or so prior to substantial completion to minimize the number of items at substantial completion. Representatives for the subcontractors are held on standby during substantial completion to immediately address items, and all items are held to a one-month completion agreement.

The closeout books are started months prior to substantial completion to ensure the majority of the work on the books is completed by project finish. This obligation by the subcontractors becomes a schedule of values line item within their pay requests ensuring they have a commitment to finalize their paperwork to the same extent as they have to complete their work on time and to the highest quality standards.

In the following pages, we have provided detailed project examples (including all requested information detailed in Items b-f) that we feel best represent our ability to successfully complete the Susan Street Sports Complex and other proposed project for the City of Leesburg. All trade work was subcontracted to prequalified firms, and there was no self-performed work completed on any of these projects.

b-f.

Example Projects Including Required Details





Tampa / Keystone Heights, Florida

Wharton & Steinbrenner High School Turf Projects

Allstate was contracted by the Hillsborough County Public Schools to provide construction management services for an installation of new Artificial Turf at two of their High School Football fields. The project scope also included preconstruction services to generate an Artificial Turf Specification that would be used to bid the project. The contract included using Design Professional Services to design the underground drainage system and coordinate the system with the existing drainage system. The project also included demolition and replacement of the existing Track and Field events (Pole Vault, High Jump and long jump), at the football field in order to bring them up to new High School regulations. The design, bidding and turf selection portion of the project schedule took place within a month and half. The construction installation was done in three months time frame just in time for the High School football season.

OWNER INFO

Chuck Plante, ***T.*** 813.272.4112
E. *zzplantec@hcps.net*
Hillsborough County Schools
1202 E. Palm Ave, Tampa, FL 33605

DATES OF SERVICE

Completion. July 2021
Original Allocated Days. 78
Added Days by CO. 0
Day Late. 0
Actual Days to Complete. 78
Difference Explanation. N/A

PROJECT FACTS

Delivery. CM at Risk
Original Value. $2,821,734
Actual Value. $2,821,734
Size. 2 Campuses
Allstate Role. CM at Risk including full preconstruction and construction phase services
Trades Self-Performed. N/A
Designer. Campo Engineering

ALLSTATE CONSTRUCTION
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Tampa / Keystone Heights, Florida

Bloomingdale & Plant City High School Turf & Track Projects

Very similar to our 2021 projects at Wharton and Steinbrenner for Hillsborough County Public Schools, Allstate was tasked with the installation of new artificial turf, as well as the track replacements at Bloomingdale High School and Plant City High School.

Allstate replaced the football field turf and repaired underground drainage system. New systems were coordinated with existing systems. Plant City High School's existing underground storm piping was greatly damaged and also required replacement.

The project also included demolition and replacement of the existing Track and Field events (Pole Vault, High Jump and long jump), at the football field in order to bring them up to new High School regulations.

At these two campuses, Allstate also demolished the existing asphalt tracks and reinstalled new asphalt with rubber coating.

All work will be completed within a four-month schedule and ready for school start in the Fall.

OWNER INFO

Chuck Plante, ***T.*** 813.272.4112
E. *zzplantec@hcps.net*
Hillsborough County Schools
1202 E. Palm Ave, Tampa, FL 33605

DATES OF SERVICE

Completion. December 2022
Original Allocated Days. 107
Added Days by CO. 0
Day Late. 0
Actual Days to Complete. 107
Difference Explanation. N/A

PROJECT FACTS

Delivery. CM at Risk
Original Value. $4,203,301
Actual Value. $4,203,301
Size. 2 Campuses
Allstate Role. CM at Risk including full preconstruction and construction phase services
Trades Self-Performed. N/A
Designer. Key Engineering

ALLSTATE CONSTRUCTION
Building Quality for Life



Tallahassee, Florida

Phase 1, Rickards High School New Outdoor Athletic Complex

Phase One of this more than $44 million renovation and expansion of the Rickards High School campus provided a new outdoor athletic complex on the main campus site for the first time in more than three decades. Construction was completed while the campus remained fully occupied and operational, and included new baseball and softball fields, track amenities, tennis courts, and an outdoor band practice facility, as well as support buildings for the athletics facilities. Before athletic fields could be constructed, significant earth work and grading activities had to be performed, including the import of over 200,000 cubic yards of structural fill materials. Site preparation included demolition of existing buildings, mass grading and new underground utilities.

OWNER INFO

Alison Garber, ***T.*** 850.545.3007
E. *garbera@leonschools.net*
Leon County Schools
3420 W Tharpe St, Tallahassee, FL 32303

DATES OF SERVICE

Completion. February 2019
Original Allocated Days. 235
Added Days by CO. 0
Day Late. 0
Actual Days to Complete. 235
Difference Explanation. N/A

PROJECT FACTS

Delivery. CM at Risk
Original Value. $6,828,750
Actual Value. $6,781,339
Size. 263,000 sq ft
Allstate Role. CM at Risk including full preconstruction and construction phase services
Trades Self-Performed. N/A
Designer. Hoy + Stark Architects

ALLSTATE CONSTRUCTION
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Ocala, Florida

Silver Springs State Park

Allstate has completed several projects at Silver Springs beginning with the new infrastructure work of site utilities and selective demolition work. This was followed with new site water and fire lines including hydrants. Demolition included the animal zoo area, waterways area with old buildings and boat dock, and the old Ross Island boardwalks and buildings. Allstate then rehabilitated the Wild Water Amusement Park to allow for re-opening. Rehabilitation included inspection and repair of all buildings including electrical, plumbing and HVAC systems, painting of buildings, and refurbishment of rides included one wave pool, three water slides, one kiddy pool, one play pool. All code deficiencies were corrected to pass state rides inspections and building code inspections. Allstate cleaned up all grounds, performed landscaping and re-striped the parking lots, and demolished all unsafe structures. The following year, Allstate remodeled the Banquet Center and completed sanitary sewer and additional water lines to allow for river shops and volunteer sites, performed additional select demolition, renovated restrooms, and re-roofed the on site Mansion. This phase was followed by the new Ross Island boardwalks and bridge construction, boathouse drainage improvements, sinkhole repairs, and Amphitheater roof repairs. Most recently completed in May 2022 was the Tower Center HVAC Replacement.

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OWNER INFO

David Matson, ***T.*** 850.245.2594
E. *david.matson@dep.state.fl.us*
FL Dept of Environmental Protection
3900 Commonwealth Boulevard
Tallahassee, FL 32399

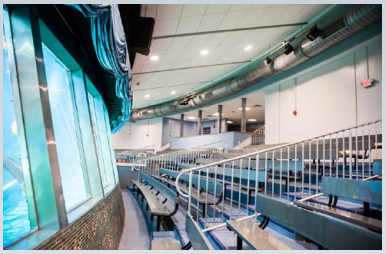
DATES OF SERVICE

Completion. May 2022
Original Allocated Days. Ongoing
Added Days by CO. 0
Day Late. 0
Actual Days to Complete. Ongoing
Difference Explanation. N/A

PROJECT FACTS

Delivery. CM at Risk
Original Value. $10,527,848
Actual Value. $10,527,848
Allstate Role. CM at Risk including full preconstruction and construction phase services
Trades Self-Performed. N/A
Designer. Bureau of Design & Constr.







Spring Hill, Florida

Weeki-Wachee Springs State Park / Mermaid Theater

Allstate completed several complimentary projects resulting in a comprehensive renovation of the historic Mermaid Theater, which seats 425, and park-wide pedestrian access. The theater renovation included insulating and sealing the building envelope to maximize indoor efficiency. Allstate replaced the original spring-fed chilled water system with a new environmentally friendly closed loop chilled water system along with new air handling units throughout the theater. Additional modifications and renovations were made to existing practice, dressing and showering areas to meet updated ADA requirements, and new wall and floor finishes will ease maintenance needs while increasing indoor air quality. The historic auditorium renovations provided this submerged room with its first climate control system. The second part of this project provided the park with a new pedestrian bridge and park-wide sidewalk system providing safe, ADA-compliant access while matching the unique rock salt finish of the original sidewalks. The new pedestrian bridge was constructed over an existing waterway to provide a safe and well-lit path for guests entering the park. Phase 1 and 2 were completed by April 2019. We are currently finishing up preconstruction for Phase 3 work and plan to start work in October 2022.

OWNER INFO

David Matson, ***T.*** 850.245.2594
E. *david.matson@dep.state.fl.us*
FL Dept of Environmental Protection
3900 Commonwealth Boulevard
Tallahassee, FL 32399

DATES OF SERVICE

Completion. Ph 1-2, Apr 2019,
Ph 3, Apr 2023
Original Allocated Days. Ongoing
Added Days by CO. 0
Day Late. 0
Actual Days to Complete. Ongoing
Difference Explanation. N/A

PROJECT FACTS

Delivery. CM at Risk
Original Value. $6,960,436
Actual Value. $6,960,436
Allstate Role. CM at Risk including full preconstruction and construction phase services
Trades Self-Performed. N/A
Designer. Bureau of Design & Constr.

ALLSTATE CONSTRUCTION
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Port St. Joe, Florida

William J Rish Recreational Park

Allstate was selected to complete this phased work beginning in 2018, and since we have completed multiple new construction, renovations and improvement projects for the Agency for Persons with Disabilities.

Work has provided additional camper housing by constructing a brand new, 2,500 sq ft Park Manager's Residence, new 1,200 sq ft Family Cabin #5, the complete renovation of two more Family Cabins, each 1,200 sq ft.

The existing Dining Hall received a completely new HVAC system, select demolition of interior features, and brand new flooring and other finishes to refresh the entire space.

Site improvements included a new boat landing on the bayside of the park, new umbrellas at the pool, and an enormous wheelchair accessible boardwalk with umbrellas providing visitors access to the beach.

OWNER INFO

Elvie Rubio, ***T.*** 850.487.0796
E. *elvie.rubio@dms.myflorida.com*
FL Dept of Management Services
4050 Esplanade Way
Tallahassee, FL 32399

DATES OF SERVICE

Completion. February 2022
Original Allocated Days. 424
Added Days by CO. 0
Day Late. 0
Actual Days to Complete. 424
Difference Explanation. N/A

PROJECT FACTS

Delivery. CM at Risk
Original Value. $5,141,837
Actual Value. $5,141,837
Allstate Role. CM at Risk including full preconstruction and construction phase services
Trades Self-Performed. N/A
Designer. Hammond Design Group

ALLSTATE CONSTRUCTION
Building Quality for Life

State and Local Government Projects
… our focus for over 36 years

The majority of Allstate's projects are completed for public entity clients and always have been. The following is a brief highlight list of recent projects that we have completed for these clients.

City Government

- **First Baptist Church (c. 1872), *City of St. Augustine, FL,*** *Value:* $1,315,648
- **St. Paul AME Church, *City of St. Augustine, FL,*** *Value:* $354,489
- **Tampa Community Park All-Inclusive Playground, *City of Tampa, FL,*** *Value:* $1,266,091
- **New Municipal Library, *City of Apalachicola, FL,*** *Value:* $889,375
- **Solid Waste Administration Building Expansion & Remodel, USGBC LEED Silver, *City of Tallahassee, FL,*** *Value:* $1,522,410

County Government

- **Flagler Jail Expansion, Flagler County BOCC, *FL,*** *Value:* $17,184,074
- **New County Library, *Bradford County BOCC, Starke, FL,*** *Value:* $2,941,328
- **Jail Infirmary Addition, *Hernando County BOCC, Brooksville, FL,*** *Value:* $1,517,174
- **Gadsden County Courthouse Renovations, *Gadsden County BOCC, Quincy, FL,*** *Value:* $458,302
- **New Gilchrist County Jail, *Gilchrist County BOCC, Trenton, FL,*** *Value:* $8,500,000
- **Library Expansion and Renovations, *Jackson County BOCC, Marianna, FL,*** *Value:* $701,623

State Government

- **The Grove Museum (c. 1820-30s) Historic Restoration, *Florida Department of Management Services, Tallahassee, FL,*** *Value:* $6,343,216
- **Historic Reconstruction of Mission San Luis (17th Century, Spanish Archives), *Florida Department of Management Services, Tallahassee, FL,*** *Value:* $15,450,684
- **Collier-Seminole State Park Improvements, *Florida Dept of Environmental Protection, Naples, FL,*** *Value:* $1,737,750
- **Werner-Boyce Salt Springs State Park Improvements, *Florida Dept of Environmental Protection, Port Richey, FL,*** *Value:* $1,685,388
- **Colt Creek State Park Improvements, *Florida Dept of Environmental Protection, Lakeland, FL,*** *Value:* $1,999,454
- **Florida Legislative Projects / Capitol Complex, *Florida Senate / Florida House of Representatives, Tallahassee, FL,*** *Value:* $20M
- **Hurston Renovations and Improvements, *Florida Dept of Management Services, Orlando, FL,*** *Value:* $4,482,919

State College / Universities

- **Bragg Memorial Stadium Renovations, *Florida A&M University, Tallahassee, FL,*** *Value:* $4,551,386
- **New Communications Facility at Doak Campbell Stadium, *Florida State University, Tallahassee, FL,*** *Value:* $24,682,700
- **Ringling Museum of Arts Renovations and Improvements, *Florida State University, Sarasota, FL,*** *Value:* $5,958,845
- **Ghazvini Center for Healthcare Education Nursing Sim Lab, *Tallahassee Community College, Tallahassee, FL,*** *Value:* $2,297,748

K-12 Public Schools

- **Cecil E. Gray Middle School Replacement, *Lake County Schools, Groveland, FL,*** *Value:* $30,915,422
- **New Eustis Heights Elementary School, *Lake County Schools, Eustis, FL,*** *Value:* $13,419,150
- **Howard Middle School Expansion and Renovations, *Marion County Schools, Ocala, FL,*** *Value:* $11,686,833
- **Vanguard High School Expansion and Renovations, *Marion County Schools, Ocala, FL,*** *Value:* $29,297,310
- **Dunnellon High School HVAC Replacement, *Marion County Schools, Dunnellon, FL,*** *Value:* $4,449,037

4 Project Planning



a.

GENERAL: Provide a brief, overall description of how the CM at Risk will be organized and managed, and how the services will be performed in both the preconstruction and construction phases. Include organizational charts of preconstruction and construction services. Project planning that offers the same Project Manager for Preconstruction & Construction is preferred.

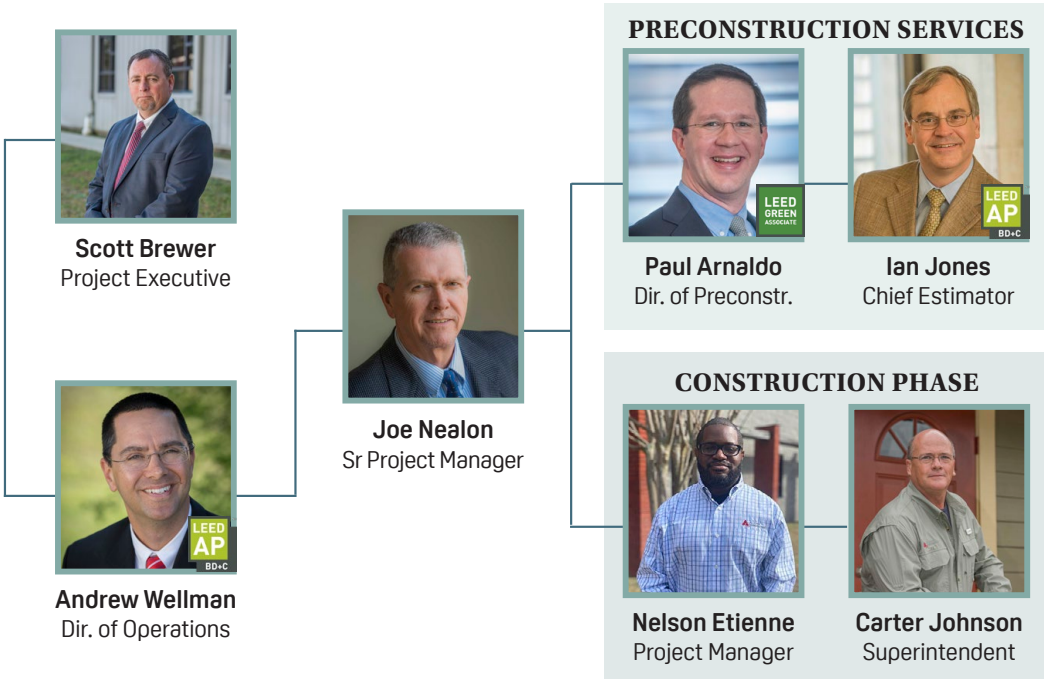
TEAM APPROACH TO CMAR

Allstate believes in a true team approach, working with the Owner, Design Team and Consultants, and subcontractors in an honest and forthright manner; identifying potential issues and providing immediate input to achieve a sound and effective solution is one of our key responsibilities to an owner. We believe the team approach starts from day one and grows throughout design and construction. Hiring Allstate as your construction manager means engaging with a team member who considers themselves responsible not only for the construction phase, but for ensuring that the project is designed in a manner that is both constructible and affordable within the limited budget from day one. At the start of conceptual and schematic level designs, we work tirelessly to uncover potential conflicts, identify areas of concern, and assist the design team in developing details that consider the construction measures required, architectural appeal, and afford-ability. Working diligently early in design to identify problems limits the project's exposure to unforeseen conditions in the future. We continue this responsibility into construction, hold constructability reviews with the subcontractors early and frequently to further the identification of potential issues and to generate effective solutions. Allstate holds the belief that acknowledging a conflict as quickly as it is discovered is the only way to handle it appropriately. We will always bring solutions to the table, developing an accountability structure, and quickly assembling a team of all involved parties to develop the best resolution possible.

Allstate holds itself accountable for ensuring a great and successful project for all parties involved. This includes being accountable for providing adequate and accurate budget pricing as the project design develops so that the design team can in turn tailor their designs to maintain the budget. We will use our historical data, in-house on-screen take-off, and detailed assumptions, along with subcontractor pricing input, to provide accurate budgetary pricing at the most primitive phase of design. All of this information is made available to the team to review, evaluate, and massage to ensure the intent is understood and appropriately priced. These assumptions follow the design throughout the phases of design

to ensure that all of the design team and preconstruction team are operating as a cohesive unit with the same understandings. This accountability continues into the bidding where we develop highly detailed scopes of work to ensure that all aspects of the design are covered and there are no overlaps between trades. In addition, these scopes of work incorporate potential alternates to include in the subcontractor pricing in order to get the most competitive pricing possible from all trades for any future work. Our accountability continues throughout construction. Understanding that human error is inevitable. Taking responsibility for the error is a must and getting help from everyone else on the team to resolve it the right way, is of great importance. A good team will stand behind all of its members, and work to resolve all conflict ensuring successful project completion.

Organizational Chart of Preconstruction & Construction Phases



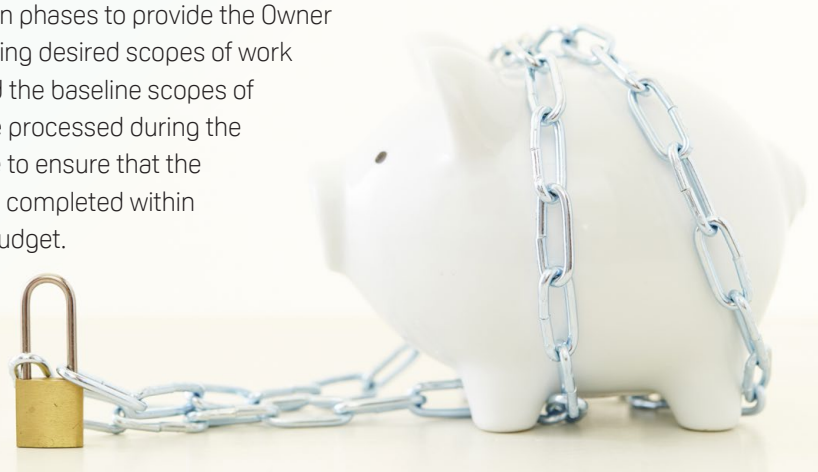
b.

SPECIFIC: Provide a descriptive summary, developed in response to this solicitation, as to your company's approach to the following items including, but not limited to, all information noted here:

Value Analysis

Allstate Construction takes a systematic approach to obtain the optimum value for every dollar spent. The Value Engineering Analysis (VEA) should be a creative effort directed toward improving value and economy through the function of analysis. The items that are considered include construction, initial costs, maintenance, operation, and replacement. The most appropriate time to apply VEA is during the schematic and design development stages of a project. This approach efficiently identifies unnecessary costs. It is not a substitute for conventional cost reduction methods; rather, it is a completely different procedure for accomplishing greater results.

Cost options and alternates will also be established during the design and preconstruction phases to provide the Owner with options for incorporating desired scopes of work that are above and beyond the baseline scopes of work. These alternates are processed during the competitive bidding phase to ensure that the additive value work can be completed within the established baseline budget.





Bainbridge High Athletic Complex

Constructability Issues

The decision is made as to what order the project will take place ensuring design concepts can be efficiently achieved. Collision reviews are completed and ensure all facility infrastructures are not in conflict. It is simply the process of ensuring materials are not designed to occupy the same spaces. During each phase of development, a thorough review of the design documents are completed to ensure that all work is properly coordinated between design disciplines and that there are no gaps, overlaps, or confusion with overlapping scopes of work.

Allstate will continue refinement of cost estimates based on the progress of design detail. Constructability reviews will be conducted to confirm items such as material and labor availability, adequacy of proposed time for construction phases, sequence of coordination with operations of the existing facilities, phasing requirements, site access restrictions, availability of utilities, and continued review of existing conditions. During a constructability analysis, Allstate provides input to both the Owner and design consultant regarding value, sequencing of construction, means/methods and techniques of construction, local labor and material availability, and schedule duration/time constraints. This comprehensive review is compiled into a report with a detailed discussion of the following findings:

- Material/Labor Availability &Lead Time
- Waste Material Disposal
- Sequence Of Operations
- Time for Completion
- Existing Operations Considerations
- Phasing Requirements
- Utility Availability
- Sufficiency of Details
- Specification/Plan Agreement
- Site/Area Access
- Existing Conditions Verifications
- Sub-Surface Conditions
- Systems Remaining Operational

Cost Model / Estimates

For the examples included, Allstate carefully reviewed the project scope, generated bid packages and prequalified our bidders before invitations were sent, and we bid each project. The project was awarded based on both cost and owner-selected turf system. Once the owner selected the systems, Allstate reviewed and negotiated with the short-listed bidders to get the best value for the owner. Based on final negotiated pricing we generated a GMP for the owner's final approval.

We have included sample cost estimates and progress reporting information for several recent projects in the following pages of this section.

ALLSTATE CONSTRUCTION, INC.
SUMMARY OF ESTIMATE

PROJECT:	*Bloomingdale High School*	**DESCRIPTION:**	*New Artificial Turf and Track install*	**DATE:**	*1/13/2022*
LOCATION:	*Valrico*			**Prepared By:**	*NE*
		Project Duration	**20** Weeks	**Project Size (SF):**	*95,000.00*
		Job Number	21-3016		Rev 11/30/10

CSI DIVISION	DESCRIPTION	LABOR	MATERIAL	SUBCONTRACT	TOTAL
1	GENERAL CONDITIONS	$ 72,443	$ 17,670	$ 27,200	$ 117,312
2	SITEWORK & DEMOLITION			$ 1,662,309	$ 1,662,309
3	CONCRETE			$ 6,000	$ 6,000
4	MASONRY			$ -	$ -
5	STRUCTURAL & MISC STEEL			$ -	$ -
6	CARPENTRY & MILLWORK			$ -	$ -
7	THERMAL & MOISTURE PROTECTION			$ -	$ -
8	DOORS & WINDOWS			$ -	$ -
9	FINISHES			$ -	$ -
10	SPECIALTIES			$ -	$ -
11	EQUIPMENT			$ -	$ -
12	FURNISHINGS			$ -	$ -
13	SPECIAL CONSTRUCTION			$ -	$ -
14	CONVEYING SYSTEMS			$ -	$ -
15	HVAC - PLUMBING - FIRE PROTECTION			$ -	$ -
16	ELECTRICAL			$ 15,000	$ 15,000
	TOTAL DIRECT COSTS	$ 72,443	$ 17,670	$ 1,710,509	$ 1,800,621

PROJECT SUMMARY

COST CODES	Cost Type				
				LABOR	$ 72,443
				MATERIAL	$ 17,670
				SUBCONTRACT	$ 1,710,509
				SUBTOTAL	$ 1,800,621

01-004	O	CM CONTINGENCY	* 1.00	$	18,006
01-003	O	Owner Contingency	2.00	$	36,012
01-010				$	-
	M	SALES & USE TAX	* -	$	-
			SUBTOTAL	$	1,854,640

01-002	O	CM FEE- Not on contingency and Bond	* 5.00	$	90,333
		Design Fees	-		
		Preconstruction	-	$	-
01-600	M	GEN. LIABILITY	0.310	$	6,029
01-600	M	BUILDERS RISK	* -	$	-
01-600	M	P&P BOND	0.805	$	15,706
01-600		1.3% FLORIDA INSURANCE SURCHARGE		$	-
				$	-
				$	-

ESTIMATE TOTAL	**$ 1,966,708**

ADDITIONAL COSTS		ALTERNATES	
	$ -	$ -	$ -
	$ -		$ -
	$ -		$ -
	$ -		$ -
	$ -		$ -

ALLSTATE CONSTRUCTION, INC.
GENERAL CONDITIONS

Bloomingdale High School	**New Artificial Turf and Track install**	**Date:**	**01/13/22**
Valrico		**Prepared By:**	**NE**
	Project Duration **20** **Weeks**	**Project Size (SF):**	**95,000**
	Job Number **21-3016**		Rev 11/30/10

COST CODES	Cost Type	DESCRIPTION	QTY	UN	LABOR UNIT	LABOR TOTAL	MATERIAL UNIT	MATERIAL TOTAL	SUB UNIT	SUB TOTAL	TOTAL
		PROJECT STAFFING									
99-652	L	OA / Accounting / Clerical	* 2.00	wk.	* 960.00	$ 1,920					$ 1,920
99-654	L	O/A/Accounting	0.75	wk.	1,600.00	$ 1,200					$ 1,200
99-658	L	Project Director	1.00	wk.	2,800.00	$ 2,800					$ 2,800
99-660	L	Project Engineer	* 2.00	wk.	* 1,500.00	$ 3,000					$ 3,000
99-662	L	Project Manager	* 5.50	wk.	* 2,600.00	$ 14,300					$ 14,300
99-664	L	Superintendent	* 18.00	wk.	* 1,538.40	$ 27,691					$ 27,691
99-660	M	JV Partner Manager	1.00	LS	1,000.00	$ 1,000					$ 1,000
						$ -					$ -
99-006	L	Payroll Burden	* 40.30	%		$ 20,531					$ 20,531
		PROJECT STAFFING				$ 72,443					$ 72,443
		TRAVEL EXPENSE & PER DIEM									
01-750	M	Mileage	* -	mi			* $ 1.000	$ -			$ -
01-750	M	Air Travel (per round trip)		ea.			$ 500.00	$ -			$ -
01-751	M	Per Diem (Field)	* -	day			$ 120.00	$ -			$ -
01-751	M	Per Diem (Office)		day			$ 120.00	$ -			$ -
99-752	M	Company Truck Allowance	* 26.50	wk			* $ 168.58	$ 4,467			$ 4,467
						$ -		$ -		$ -	$ -
						$ -		$ -		$ -	$ -
						$ -		$ -		$ -	$ -
		TRAVEL EXPENSE & PER DIEM				$ -		$ 4,467		$ -	$ 4,467
		FACILITIES									
01-510	S	Temporary Electrical - Connection	* -	ls					* $ 2,000.00	$ -	$ -
01-512	S	Temporary Water - Connection	1.00	ls					$ 500.00	$ 500	$ 500
01-513	S	Jobsite Toilet	* 4.00	mo.					* $ 175.00	$ 700	$ 700
01-517	M	Temporary Electrical - Service	* -	wk.			* $ 200.00	$ -			$ -
01-517	M	Temporary Water - Service	* -	wk.			* $ 75.00	$ -			$ -
01-528	M	Safety Supplies & Equipment	* 1.00	LS			* $ 250.00	$ 250			$ 250
01-535	S	Temporary Fencing/ Protection	* 1.00	ls					* $ 3,000.00	$ 3,000	$ 3,000
01-542	M	Office Trailer/ Storage	* -	wk.			* $ 100.00	$ -			$ -
01-542	M	Trailer Setup & Freight In/Out	* -	ea.					* $ 400.00	$ -	$ -
01-546	M	Communications - Cellular	* 26.50	wk.			* $ 35.00	$ 928			$ 928
01-550	M	Office Equipment (Procore)	* 1.00	ls			* $ 2,600.00	$ 2,600			$ 2,600
01-555	M	Office Supplies	* 2.00	mo.			* $ 250.00	$ 500			$ 500
01-580	M	Project Signage	1.00	ls					* $ 400.00	$ 400	$ 400
01-610	M	Water, Ice, Cups	* 18.00	wk.			$ 20.00	$ 360			$ 360
01-624	M	Small Tools & Consumables	* 15.00	wk.			* $ 100.00	$ 1,500			$ 1,500
01-634	S	Waste Disposal / Hauling / Dump Fees	* 4.00	haul					* $ 450.00	$ 1,800	$ 1,800
			-			$ -		$ -		$ -	$ -
		FACILITIES				$ -		$ 6,138		$ 6,400	$ 12,538
		MISC. EXPENSES									
01-052	M	Survey & GPR	1.00	Ls		$ -		$ -	$ 4,800.00	$ 4,800	$ 4,800
01-380	M	Photographs	* 5.00	ea.			* $ 125.00	$ 625			$ 625
01-410	S	Material Testing	1.00	ls					$ 8,000.00	$ 8,000	$ 8,000
01-617	M	Jobsite Cleanup	* 10.00	wk.					* 800.00	$ 8,000	$ 8,000
01-709	M	FedEx / Courier / Postage	* 6.00	wk.			* $ 40.00	$ 240			$ 240
01-710	M	Video Documentation and Closeout	1.00	ls			* $ 6,200.00	$ 6,200			$ 6,200
01-711	M	Bid Advertisement	* -	ls			$ 800.00	$ -			$ -
01-712	S	Final Cleaning	* -	sf					*	$ -	$ -
01-725	M	Permits	* -	ls			$ 1,500.00	$ -			$ -
-	M		-			$ -		$ -	$ -	$ -	$ -
						$ -		$ -		$ -	$ -
						$ -		$ -		$ -	$ -
		MISC. EXPENSES				$ -		$ 7,065		$ 20,800	$ 27,865
		TOTAL - GENERAL CONDITIONS				$ 72,443		$ 17,670		$ 27,200	$ 117,312

ALLSTATE CONSTRUCTION, INC.
ESTIMATE DETAIL

Bloomingdale High School	**New Artificial Turf and Track install**	**Date:**	**01/13/22**
Valrico		**By:**	**NE**

Project Duration **20** **Weeks**

Job Number **21-3016**

Rev 11/30/10

COST CODES	Cost Type	DESCRIPTION	QUANTITY	UNIT	UNIT COST	SUB NAME	MBE?	TOTAL
		PROJECT GENERAL REQUIREMENTS						
		(Scope Not Covered General Conditions)						
		PROJECT GENERAL REQUIREMENTS						$ -
		SITEWORK & DEMOLITION						
32-001	S	Turf Installation	1	LS	1,058,490.00	SCG/ SHAW (Spike zone)		$ 1,058,490
32-100	S	Track and Field Events	1	LS	517,000.00	SCG		$ 517,000
32-001	S	Turf and Track and Field Discount	1	LS	(30,000.00)	SCG		$ (30,000)
32-001	S	Rotating Goal Add	1	LS	5,075.00	SCG		$ 5,075
32-001	S	Abandon Existing Storm Structures Savings	1	LS	(2,256.00)	SCG		$ (2,256)
			-	LS	-			$ -
32-300	S	Turf Maintenance Equipment	1	LS	13,000.00	SCG- Allowance		$ 13,000
32-300	S	Add UV Coat to Track Surfacing.	1	LS	43,000.00	SCG - Allowance		$ 43,000
					-			$ -
02-001	M	Repair and Restoration	1	LS	15,000.00			$ 15,000
02-850	M	Irrigation Modifications	1	LS	3,500.00			$ 3,500
02-832	M	Fence Relocate	1	LS	18,500.00			$ 18,500
02-270	M	Erosion and Dust Control	1	LS	3,000.00			$ 3,000
33-001	M	Existing Utilities Modifications	1	LS	18,000.00			$ 18,000
								$ -
								$ -
		SITEWORK & DEMOLITION						$ 1,662,309
		CONCRETE						
								$ -
03-001	M	Existing Concrete Repairs	1	LS	6,000.00			$ 6,000
								$ -
								$ -
		CONCRETE						$ 6,000
		MASONRY						$ -
		STRUCTURAL & MISC. STEEL						$ -
		CARPENTRY & MILLWORK						$ -
		THERMAL & MOISTURE PROTECTION						$ -
		DOORS & WINDOWS						$ -
		FINISHES						$ -
		SPECIALTIES						$ -
		EQUIPMENT						$ -
		FURNISHINGS						$ -
		SPECIAL CONSTRUCTION						$ -
		CONVEYING SYSTEMS						$ -
		HVAC - PLUMBING - FIRE PROTECTION						$ -
		ELECTRICAL						
26-001	M	Electrical outlets	1	LS	15,000.00			$ 15,000
								$ -
								$ -
		ELECTRICAL						$ 15,000
		TOTAL - ESTIMATE DETAIL SHEETS						$ 1,683,309

HILLSBOROUGH COUNTY PUBLIC SCHOOLS (ENTER CONSTRUCTION MANAGEMENT COMPANY)

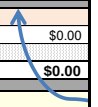
SCHEDULE OF CONTRACT VALUES

CONTINUATION SHEET

HCPS PROJECT NAME: Bloomingdale HS Artificial Turf and Track Replacement
APPLICATION NO: 1
HCPS PROJECT NUMBER: 100354
APPLICATION DATE: May 2, 2022
CONTRACTOR'S PROJECT NO: 21-3016
PERIOD TO DATE: April 30, 2022

A	B		C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	ORIGINAL SCHEDULED VALUE	REVISED SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (Not in D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% Complete (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE (% of G)
1	**Construction Management Fee**	$90,333.00								
1.1	CM Fee		$90,333.00	$0.00	$14,000.00	$0.00	$14,000.00	15.50%	$76,333.00	$700.00
Do not use this row - Insert rows above this row, and copy formulas down in the last four columns										
	Revised Contract Value:		**$90,333.00**	**$0.00**	**$14,000.00**	**$0.00**	**$14,000.00**	**15.50%**	**$76,333.00**	**$700.00**
2	**General Conditions (Costs to manage the project)**	$76,910.00								
2.1	General Conditions		$76,910.00	$0.00	$15,500.00	$0.00	$15,500.00	20.15%	$61,410.00	$775.00
Do not use this row - Insert rows above this row, and copy formulas down in the last four columns										
	Revised Contract Value:		**$76,910.00**	**$0.00**	**$15,500.00**	**$0.00**	**$15,500.00**	**20.15%**	**$61,410.00**	**$775.00**
3	**Payment & Performance Bond**	$15,706.00								
3.1	01-600 Payment & Performance Bond		$15,706.00	$0.00	$15,706.00	$0.00	$15,706.00	100.00%	$0.00	$0.00
Do not use this row - Insert rows above this row, and copy formulas down in the last four columns										
	Revised Contract Value:		**$15,706.00**	**$0.00**	**$15,706.00**	**$0.00**	**$15,706.00**	**100.00%**	**$0.00**	**$0.00**
4	**Other Insurance**	$6,029.00								
4.1	01-600 General Liability Insurance		$6,029.00	$0.00	$6,029.00	$0.00	$6,029.00	100.00%	$0.00	$0.00
4.2	Sub Guard		$0.00	$0.00	$0.00	$0.00	$0.00	#DIV/0!	$0.00	$0.00
Do not use this row - Insert rows above this row, and copy formulas down in the last four columns										
	Revised Contract Value:		**$6,029.00**	**$0.00**	**$6,029.00**	**$0.00**	**$6,029.00**	**100.00%**	**$0.00**	**$0.00**
5	**General Requirements (Non-management indirect costs)**	$40,403.00								
5.1	01-052 - LAYOUT		$4,800.00	$0.00	$0.00	$0.00	$0.00	0.00%	$4,800.00	$0.00
5.2	01-380- PHOTOGRAPHS		$625.00		$84.68		$84.68	13.55%	$540.32	$0.00
5.3	01-410 - TESTING LABORATORY SERVICES		$8,000.00				$0.00	0.00%	$8,000.00	$0.00
5.4	01-512.TEMPORARY WATER		$500.00				$0.00	0.00%	$500.00	$0.00
5.5	01-513 - TEMPORARY SANITARY FACILITIES		$700.00		$229.00		$229.00	32.71%	$471.00	$0.00
5.6	01-528 - FIRST AID		$250.00				$0.00	0.00%	$250.00	$0.00
5.7	01-535 - TEMPORARY FENCE		$3,000.00		$7,393.51		$7,393.51	246.45%	($4,393.51)	$0.00
5.8	01-546 - CELLUAR PHONES		$928.00		$120.84		$120.84	13.02%	$807.16	$0.00
5.9	01-550 - OFFICE EQUIP Computer/Fax		$2,600.00				$0.00	0.00%	$2,600.00	$0.00
5.10	01-555 - OFFICE SUPPLIES		$500.00				$0.00	0.00%	$500.00	$0.00
5.11	01-580 - PROJECT IDENTIFICATION & SIGNS		$400.00				$0.00	0.00%	$400.00	$0.00
5.12	01-610 - Drinking water, cups & ice		$360.00				$0.00	0.00%	$360.00	$0.00
5.13	01-617 - CLEAN-UP / PROGRESS		$8,000.00				$0.00	0.00%	$8,000.00	$0.00
5.14	01-624 - SMALL TOOLS		$1,500.00		$405.49		$405.49	27.03%	$1,094.51	$0.00
5.15	01-634 - Dump / Trash charges		$1,800.00				$0.00	0.00%	$1,800.00	$0.00
5.16	01-709 - POSTAGE/FREIGHT		$240.00		$0.00		$0.00	0.00%	$240.00	$0.00
5.17	01-710 - PRINTING / REPRODUCTION		$6,200.00				$0.00	0.00%	$6,200.00	$0.00
Do not use this row - Insert rows above this row, and copy formulas down in the last four columns										
	Revised Contract Value:		**$40,403.00**	**$0.00**	**$8,233.52**	**$0.00**	**$8,233.52**	**20.38%**	**$32,169.48**	**$0.00**
6	**CM Contingency** *(This is a bucket only, no expenses)*	$18,006.00								
6.1	CM Contingency		$18,006.00						$18,006.00	$0.00
Do not use this row - Insert rows above this row, and copy formulas down in the last two columns										
	Revised Contract Value:		**$18,006.00**						**$18,006.00**	**$0.00**
7	**Owner Contingency** *(This is a bucket only, no expenses)*	$36,012.00								
7.1	Owner Contingency		$36,012.00						$36,012.00	$0.00
Do not use this row - Insert rows above this row, and copy formulas down in the last two columns										
	Revised Contract Value:		**$36,012.00**						**$36,012.00**	**$0.00**
8	**Unawarded GMP** *(This is a bucket only, no expenses)*	$123,000.00								
8.1	Unawarded GMP		$123,000.00						$123,000.00	$0.00
Do not use this row - Insert rows above this row, and copy formulas down in the last two columns										
	Revised Contract Value:		**$123,000.00**						**$123,000.00**	**$0.00**
9	**Change Orders** *(This is a bucket only, no expenses)*	$0.00								
9.1	Change order # 1 - DPO Change Order		($400,000.00)						($400,000.00)	$0.00
9.1	Change order # 2 - Contract Name		$0.00						$0.00	$0.00
9.1	Change order # 3 - DPO Change Order		($150,000.00)						($150,000.00)	$0.00
Do not use this row - Insert rows above this row, and copy formulas down in the last two columns										
	Revised Contract Value:		**($550,000.00)**						**($550,000.00)**	**$0.00**

A	B		C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	ORIGINAL SCHEDULED VALUE	REVISED SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (Not in D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% Complete (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE (% of G)
	BID AWARDS (HCPS Database)									
10	**Turf, Track and Field Install (SCG)**	$1,548,309.00								
10.1	Base Contract		$1,548,309.00	$0.00	$108,200.00	$0.00	$108,200.00	6.99%	$1,440,109.00	$5,410.00
10.2			$0.00	$0.00	$0.00	$0.00	$0.00	#DIV/0!	$0.00	$0.00
10.3			$0.00	$0.00	$0.00	$0.00	$0.00	#DIV/0!	$0.00	$0.00
Do not use this row - Insert rows above this row, and copy formulas down in the last four columns										
	Revised Contract Value:		**$1,548,309.00**	**$0.00**	**$108,200.00**	**$0.00**	**$108,200.00**	**6.99%**	**$1,440,109.00**	**$5,410.00**
11	**Description of Work (Sub Contractor's Name)**	$0.00								
11.1	Base Contract		$0.00	$0.00	$0.00	$0.00	$0.00	#DIV/0!	$0.00	$0.00
11.2			$0.00	$0.00	$0.00	$0.00	$0.00	#DIV/0!	$0.00	$0.00
Do not use this row - Insert rows above this row, and copy formulas down in the last four columns										
	Revised Contract Value:		**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**0.00%**	**$0.00**	**$0.00**
12	**Description of Work (Sub Contractor's Name)**	$0.00								
12.1			$0.00				$0.00	#DIV/0!	$0.00	$0.00
Do not use this row - Insert rows above this row, and copy formulas down in the last four columns										
	Revised Contract Value:		**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**0.00%**	**$0.00**	**$0.00**
13	**Description of Work (Sub Contractor's Name)**	$0.00								
13.1			$0.00				$0.00	#DIV/0!	$0.00	$0.00
Do not use this row - Insert rows above this row, and copy formulas down in the last four columns										
	Revised Contract Value:		**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**0.00%**	**$0.00**	**$0.00**
14	**Description of Work (Sub Contractor's Name)**	$0.00								
14.1			$0.00				$0.00	#DIV/0!	$0.00	$0.00
Do not use this row - Insert rows above this row, and copy formulas down in the last four columns										
	Revised Contract Value:		**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**0.00%**	**$0.00**	**$0.00**
15	**Description of Work (Sub Contractor's Name)**	$0.00								
15.1			$0.00				$0.00	#DIV/0!	$0.00	$0.00
Do not use this row - Insert rows above this row, and copy formulas down in the last four columns										
	Revised Contract Value:		**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**0.00%**	**$0.00**	**$0.00**
16	**Description of Work (Sub Contractor's Name)**	$0.00								
16.1			$0.00				$0.00	#DIV/0!	$0.00	$0.00
Do not use this row - Insert rows above this row, and copy formulas down in the last four columns										
	Revised Contract Value:		**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**0.00%**	**$0.00**	**$0.00**
17	**Description of Work (Sub Contractor's Name)**	$0.00								
17.1			$0.00				$0.00	#DIV/0!	$0.00	$0.00
Do not use this row - Insert rows above this row, and copy formulas down in the last four columns										
	Revised Contract Value:		**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**0.00%**	**$0.00**	**$0.00**
18	**Description of Work (Sub Contractor's Name)**	$0.00								
18.1			$0.00				$0.00	#DIV/0!	$0.00	$0.00
Do not use this row - Insert rows above this row, and copy formulas down in the last four columns										
	Revised Contract Value:		**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**0.00%**	**$0.00**	**$0.00**
	NON-BID SUBS									
19	**Electrical (All in One Electric)**	$12,000.00								
19.1			$12,000.00				$0.00	0.00%	$12,000.00	$0.00
Do not use this row - Insert rows above this row, and copy formulas down in the last four columns										
	Revised Contract Value:		**$12,000.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**0.00%**	**$12,000.00**	**$0.00**
20	**Description of Work (Sub Contractor's Name)**	$0.00								
20.1			$0.00				$0.00	#DIV/0!	$0.00	$0.00
Do not use this row - Insert rows above this row, and copy formulas down in the last four columns										
	Revised Contract Value:		**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**0.00%**	**$0.00**	**$0.00**
(#)	**Description of Work (Sub Contractor's Name)**	(Original $ Amount)								
(#.#)	Do not use this section, this is a template section only, for copying.		$0.00	$0.00	$0.00	$0.00	$0.00	#DIV/0!	$0.00	$0.00
Do not use this row - Insert rows above this row, and copy formulas down in the last four columns										
	Revised Contract Value:		**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**0.00%**	**$0.00**	**$0.00**
	GRAND TOTAL *(If new sections are added, Update Formulas)*	**$1,966,708.00**	**$1,416,708.00**	**$0.00**	**$167,668.52**	**$0.00**	**$167,668.52**	**11.84%**	**$1,249,039.48**	**$6,885.00**





Project Tracking / Reporting

Allstate has the very latest in technology and construction management software, and we take a proactive approach to communicating project information to the entire team. We are a full-service construction management firm. From award through warranty, every detail of your project will be tracked and available. Examples of how we have implemented our information management methodology include:

Procore: Procore is a powerful interrelated database that stores all types of project information including correspondence, contracts, meeting minutes, and submittal packages. The software is a cloud-based with the potential for Owner, Architect and subcontractor involvement, when beneficial to the project. There are a wide range of forms and reports contained in the software which can be provided to the Owner, and it works directly with our Sage 300 Accounting software to streamline the administrative process.

Primavera Scheduling: Our schedules are developed and updated periodically throughout the project. Primavera allows us to provide our subcontractors with a short term view of what must be done in order to stay on track. These schedules are provided to each subcontractor during our weekly progress meetings. Complete, updated schedules are provided to the Owner as often as necessary, in addition to the schedules in our monthly progress reports.

Sage 300: Sage 300 is utilized for both estimating and accounting purposes. This program tracks every cost associated with the construction project, and we can provide the Owner with many different reports to show the day-to-day cost activities during the course of the project.

SmartBidNet: SmartBidNet is a preconstruction / bidding software designed for Allstate to manage subcontractor data, prequalify subcontractors, share project documents and send invitations to bid during the preconstruction phase of the project. It is a web-based system that tracks and securely stores all communications, files, and subcontractor data.

PMIS Reporting: Details of the project will be summarized in our monthly project management information systems reporting (PMIS) including a narrative overview of project progress, updated project schedule, definition of the project critical path, daily work reports, meeting minutes, updated financial reporting, etc.

BlueBeam and Adobe Acrobat: Allstate employees all have either Blue Beam software or a professional version of Adobe Acrobat installed, thus allowing digital documentation of as-builts and project information, and the viewing and notations necessary by each team member.

Communications: Every team member including our field staff has either a smart phone or tablet allowing them to access their email, our servers, and applications utilized in our day-to-day management of your project. We have a volume license for Citrix ShareFile, which allows us to share and track the sharing of large files with the Owner, Design Team and Subcontractors, such as submittal packages, as-built documentation, and other supplemental information allowing an electronic project.

Procurement of equipment and supplies, engaging local contractors to participate in bidding of project: Allstate will begin early in preconstruction identifying long lead equipment and supplies and obtaining pricing from local contractors and vendors for those long lead items to avoid any schedule delays. We will continue to utilize local vendors and subcontractors throughout the project at every opportunity. The local area is full of very qualified firms, and we do not foresee the need to extend past the region to procure services for any project assignments.

ALLSTATE CONSTRUCTION, INC.
Building Quality for Life

Progress Report # 4

Period: 03/31/22 – 04/08/22

Safety Moment

- Weekly safety meeting was held on Tuesday: Subject was Personal Visibility and Awareness Around Heavy Equipment Activity

Project Scope & Key Metrics

- The project scope is storm water pipe replacement along the west side at Raider Place and along the east side along Maki Road.
- Safety incidents: NONE
- Total Pipe installed thru week ending 4/8/22: 1,537 LF +/- of 2400+/-. 225' of which were duel 36" pipe.

This Week's Activities

- This week three separate crews worked on both the west and east sides.
- On the East Maki Rd. Side: This crew continued to run the 36" ADS pipe southward along Maki road from structure E2 towards the last entryway to the student parking lot stopping just short of it before the weekend.
- On the West Raider Place Side: The crew poured the flowable fill at the two watermain locations and continued the run southward to structure 5W.
- The third crew continued to work on building the concrete bag "Head Walls" on both sides and began dressing up the completed areas in preparation for fine grading and sod in the days to come.

Meetings

- I met Tuesday with Randy Humphreys, (school AP) to discuss job progress and coordinate scheduled school activities with construction schedule.
- In progress inspection was set up for next week with Rodney from HCPS's.
- Keith Bachman conducted a site visit on 4/5/22

Weather Recap

- Heavy rain on Friday 4/1. Production on Friday was geared towards preparation for the weekend and fine tuning the work areas and erosion control. The rest of the week was productive.

Upcoming 2-Week Look Ahead

- West Side: 4/11 – 4/22: To complete the ADS pipe run all the way to the end by the EOB, Friday 4/22/22.
- East Side: 4/11 – 4/22: To finish the ADS pipe run to and including E1. To concrete the inverts and To fine grade and install sod completing this side.

Administrative

- Pay Application # 2 was submitted and approved on 4/6/22, and sent to the district for processing.

Issues / Concerns / Observations

- On the West Side, the two existing water mains in conflict with the new storm drain pipe have been resolved. Flowable fill was placed around them on Friday 4/1.
- RFI # 1 was issued and resolved. Existing to remain 18" CMP pipe was discovered to be deteriorated. Direction was given to demo and replace about 9 feet of pipe.

Photos/ Documentation

ALLSTATE CONSTRUCTION, INC.
Building Quality for Life

HCPS Plant City Storm Replacement

Progress Photos

Hillsborough County Public Schools







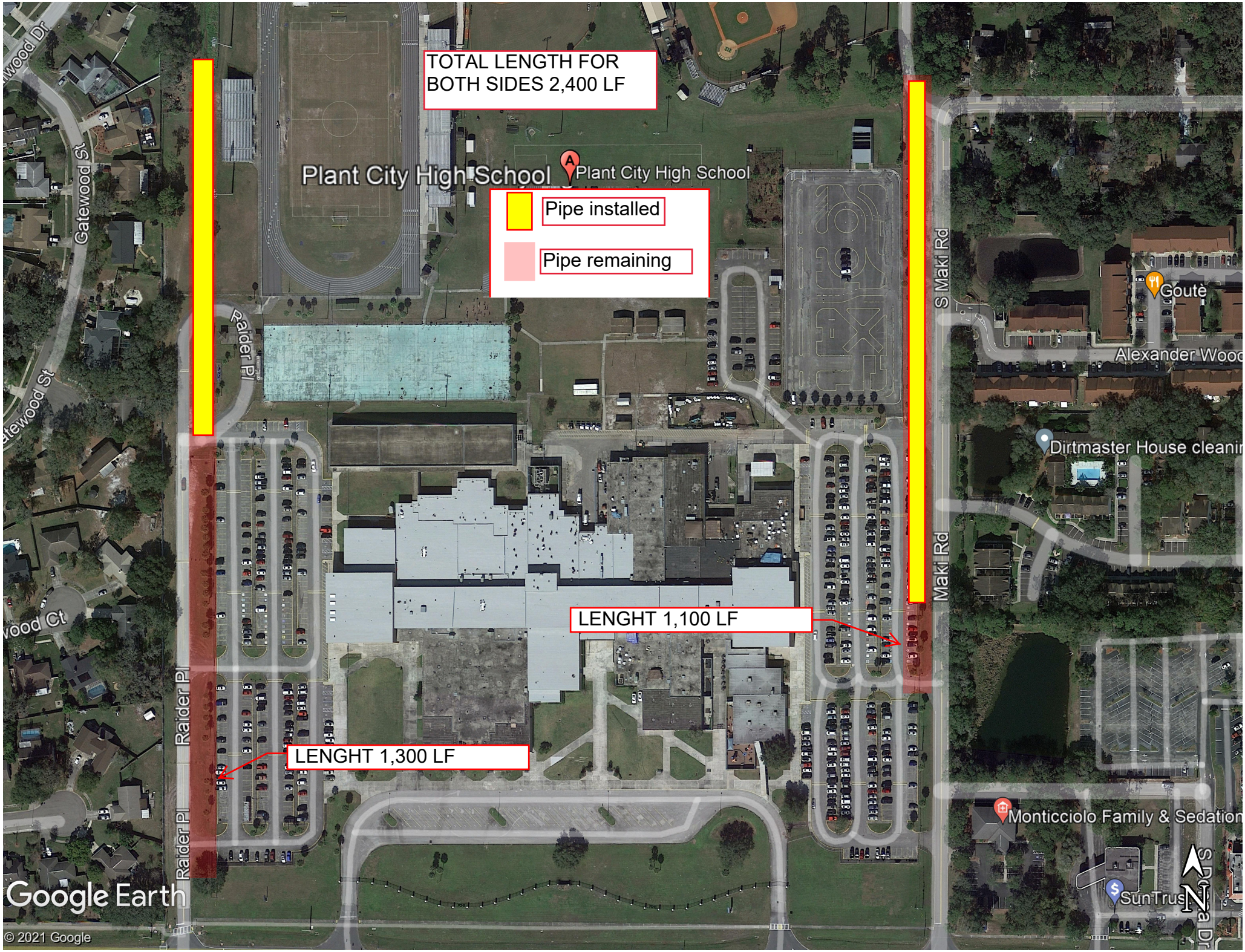
ALLSTATE CONSTRUCTION, INC.
Building Quality for Life

HCPS Plant City Storm Replacement

Progress Photos

Hillsborough County Public Schools




TOTAL LENGTH FOR
BOTH SIDES 2,400 LF
Plant City High School
Plant City High School
Pipe installed
Pipe remaining
Gatewood St
Raider Pl
S Maki Rd
Maki Rd
Goutè
Alexander Wood
Dirtmaster House cleani
LENGHT 1,100 LF
LENGHT 1,300 LF
Raider Pl
Monticciolo Family & Sedation
SunTrus
Google Earth
© 2021 Google

Request for Information & Shop Drawings

RFIs: Allstate will perform extensive investigative practices during preconstruction and develop any RFIs through our Procore system allowing them to be documented and tracked, and available to the entire team. The same process will continue through construction.

RFIs will be given a deadline and if not concluded by that deadline, Procore will automatically notify the appropriate team members. Allstate will make immediate follow-up contact to the responsible party for a resolution.

Shop Drawings: The level of detail necessary in our construction schedules is driven by the requirements of each individual project. Team meetings are conducted to analyze and define each activity/event necessary to realize completion of all activities on or before the established completion date.

Shop drawings receipt, review and submittal to the Architect and/or Engineer is coordinated through the development of a master list coordinated with the project specifications. These items are then compared to the specific activities on the project schedule; from this information a master submittal schedule is developed for communication to subcontractors, material, and equipment suppliers. This schedule is entered into our Procore Submittal Log for detailed monitoring from project start to completion.

Quality Control

Allstate is committed to providing top quality construction projects to our clients. We strive to safely deliver completed construction projects that meet all contract and customer expectations the first time, every time. For every project, we will prepare and implement a quality control program applicable to all team members with the major premise being that the long-term importance of quality will not be sacrificed for the short-term needs of budget and schedule constraints. The quality control system is made up of four major interrelated components, as follows.

Standards: Quality standards clearly spell out specifications not only for results, but also for processes. Specifications apply to materials, work steps, qualified personnel and subcontractors, quality standards, and environmental work conditions. The standards extend to codes, regulations, product specifications, quality inspections, drawings, builder contracts, and standard operating procedures. The standards also define resources applied to the construction process, including personnel qualifications, materials, tools, equipment, and work procedures that affect quality.

Inspections: This is the process by which ongoing and completed work is examined. Inspections by qualified personnel verify that work processes and results are in accordance with defined quality standards. Inspections are conducted daily by the Allstate on-site superintendent in order to ensure that any discrepancies in quality are identified and corrected immediately. We will routinely call upon the Architect and Owner to perform periodic inspections as a team to ensure ongoing construction activities are continuously meeting the quality standards for the project.

Control: A continual system of planning activities to ensure that subcontractors are properly prepared to begin a phase of work and complete that work per Quality standards is in place for every project. Weekly subcontractor meetings are held with all subcontractors to review both quality of work in progress and schedule allowing the subcontractors to address any quality and staffing concerns on a weekly basis.

Improvement: Continuous improvement ensures that problems detected and corrected during inspections do not recur in other buildings. We will make changes to prevent problems which may involve a combination of enhanced process controls, training, and upgrades to personnel qualifications, as well as improved processes, or higher-grade materials. Follow-ups ensure that problems are completely resolved.

At a minimum the quality control plan will be carried out in the three step process:

Preparatory Phase: Performed prior to beginning activities on each definable feature of work, after all required plans/ documents/materials are approved and accepted, and after copies are at the work site. This phase requires a complete review of all drawings, specifications, construction submittal and shop drawings.

Initial Phase: Prior to beginning work activities, a check for compliance with all definable features of the specific scope of work and its interaction with other features of work is made. Pre-installation meetings are conducted with each subcontractor prior to commencing work to review the quality standards and establish minimum levels of workmanship for quality, safety, and schedule. The design team relevant to the work is requested to be present to address any underlying quality concerns with each particular phase of construction. This process will be repeated before each new crew begins work on site, or any time acceptable specified quality standards are not being met.

Follow-Up Phases: Daily checks will be performed to assure control activities, including control testing, are in continuous compliance with contract requirements until completion of the particular feature of work. This becomes part of the CQC documentation. Final follow-up checks will be conducted and all deficiencies corrected prior to the start of additional features of work which may be affected by the deficient work. The Contractor will not build upon, nor conceal non-conforming work.

Staffing Plan

Allstate Construction and our dedicated Preconstruction Services staff led by Paul Arnaldo, Director of Preconstruction, and Ian Jones, our Chief Estimator, will be accountable for the project throughout each phase of design and preconstruction.

The project management team will be kept informed and in the loop about every detail of the project to ensure smooth transition into the construction phase.

We are accountable in design and preconstruction for providing adequate and accurate budget pricing as the project design develops so that the design team can in turn tailor their designs to maintain the budget.

At the earliest phases of the design, we will work tirelessly to uncover potential conflicts, identify areas of concern, and assist the design team in developing details that consider the construction measures required, architectural appeal, and cost effectiveness.

Utilizing historical data, in-house take-offs, and subcontractor input Allstate will provide accurate budgetary pricing and detailed backup available to the team for review and evaluation.

Allstate's accountability continues into the bidding phase developing highly detailed scopes of work to ensure that all aspects of the design are covered and there are no overlaps between trades.

Allstate remains accountable throughout construction for the design and pricing set forth in preconstruction and will continue to work diligently to identify and realize cost savings to be returned to the project.

The management of the construction project involves ensuring the budget, schedule, and commitments set during the design are achieved. Allstate takes the management of construction projects very seriously and believe we are the stewards of the owner and leaders of the team that is responsible for ensuring the project's success.

Our mission for preconstruction is to find the most efficient path to construction while staying within your budget and without sacrificing quality. Each project will be built in preconstruction. Our preconstruction team will work diligently throughout with the University, the design team, and user group throughout the aggressive design schedule to establish the project budget, outline the time frame for construction and identify the critical activities within the project to ensure it's success. We will use a Master Project Schedule as a monitor for progress which will allow for adjustments as needed throughout the preconstruction phase. During construction, performance is based on our ability to manage our subcontractors. This requires diligence during preconstruction to involve qualified companies not only to perform the construction, but to work with us as consultants throughout preconstruction. For Allstate, preconstruction is not just a contractual requirement; it is the effort that will set the project up for success.



Subcontractors - Material Suppliers

Procurement and Workforce Plan: Clear and concise bid packages that separate and assign work scope to the proper trade contractor will be developed. Allstate will look closely at each bid package to find ways to break them into smaller packages allowing more small and/or minority businesses participation. The bid packages will be written to articulate the project's requirements, and will include the project schedule. Pre-bid conferences will be conducted for the major trades to ensure that the scope is clear and to communicate the bid requirements and procedures to the prospective bidders. The bidding procedure will comply with the City's bid guidelines.

The only way to be successful as a construction manager is to maintain good subcontractor relationships. Allstate has excellent subcontractor relationships, and continues to build and maintain those relationships by implementing consistent, above-standard quality control practices, communication requirements and payment policies. It is our policy to pay our subcontractors on-time. This, more than any other action, conveys the value we place on our subcontractors' performance and helps maintain the relationships we build.

Subcontractor Management Plan: The success of any construction management project is dictated largely in part by the subcontractor's performance. It is essential that we choose the most qualified subcontractors for participation and upon award of contracts include and accept each subcontractor as a member of the project team. All subcontractors must first be pre-qualified before Allstate Construction accepts their price proposals. For subcontractor or supplier bids exceeding $50,000, Allstate requires a bid bond or security deposit from the bidder. That security is held until the execution of a subcontract with the lowest qualified bidder. Any subcontracts exceeding the amount of $50,000 are required to provide a payment and performance bond.

Clear and concise bid packages that will separate and assign work scope to the proper trade contractor will be developed. The bid packages will be written to avoid duplicate scope and will not add intent to the construction documents. Pre-bid conferences will be conducted for the major trades to ensure that the scope intent is clear and to accurately communicate the project requirements and procedures to the prospective bidders. The executed subcontract agreements for this project will include finalized and negotiated terms and conditions, detailed work scopes, and contract documents leaving no margin for questioning of the contracted intent. Once construction begins, all work will be thoroughly monitored to ensure all is completed in accordance with the contract documents. We will meet weekly with all subcontractors to review and coordinate work and schedule activities. Interim milestone and quality control inspections will be implemented as reassurance that work is being conducted in accordance with the contract documents.

Subcontractor project accounting procedures are implemented as defined in our subcontract agreements and in accordance with the project contract terms. Once subcontracts are awarded a detailed schedule of subcontract value is established for each awarded subcontract and maintained throughout the completion of the project. Any and all changes to the schedule of values must be approved by the construction manager. Monthly invoices are submitted by each Subcontractor and thoroughly evaluated by our management staff to ensure percentages of work billed are in place and acceptable. Our management staff will track payments to ensure all





subcontractors are properly disbursing released funds including tracking of required releases of lien. All project accounting records are maintained within Sage 300 Accounting system and in accordance with contracted terms.

Our management staff will look to the subcontract terms for dealing with conflict and/or issues and will always strive for fair and amicable solution. Communication is a vital part of handling all issues. Our management staff will establish open and clear lines of communication with all subcontractors and during our weekly coordination meetings give each subcontractor ample time to communicate any concerns and/or issues they might have and provide timely follow-up. Our staff will work with all subcontractors to evaluate alternative solutions in dealing with conflicts and/or issues in attempt to minimize the impact to all parties. Subcontractor's performance failure may occur and will need to be effectively handled. Our subcontractor agreement includes a Notice to Cure section that will be carried out when necessary. In this case the subcontractor will receive a written reprimand and given ample time to effectively address the issues.

Local and MWBE Opportunities:
Allstate will employ the following methods to ensure maximum local subcontractor and supplier participation:

- Advertise in Local Publications
- Contact Area Work Force Center
- Solicit Vendors by Phone & Email
- Follow-up with Contacted Vendors
- Meet with Area Associations
- Notify Chamber of Commerce
- Trade Partnering Workshops

Allstate has taken the acquirement of participation one step further by developing a comprehensive mentoring program for minority and small firms. We achieve the maximum amount of participation on each of our projects by implementing the following plan of action:

- Schedule pre-bid meetings to inform minority and small businesses of contracting and subcontracting opportunities.
- Solicit bids through advertisements, forward Call for Bids to Small Business and Minority Business Development Centers.
- Forward bid requests to all local minority and small businesses, and follow up with phone calls.
- Meet with minority and small businesses, review the project plans and discuss the possibilities of breaking down certain divisions of the project into smaller, more feasible units.
- Provide plans and specifications at our office for minority and small business review and use.
- Solicit current information from the State of Florida Minority Business Assistance Advocacy Office, as well as local advocacy programs.
- Purchase equipment and material components from minority and small business supply sources.
- Develop mentoring contractual relationships.
- Maintain the position that Allstate Construction, Inc. is absolutely committed to treating every employee and subcontractor fairly; we are a results and people-oriented business.

a. Bond Assurance Letter

McGriff SURETY

Insurance & Bonds

August 11, 2022

Mr. Mike Thornton
City of Leesburg
501 West Meadow Street
Leesburg, FL 34748

Re: Contractor: Allstate Construction, Inc.
Project: Susan Street Athletic Complex and Other CMAR Projects

Dear Mr. Thornton:

We have had the privilege of providing bonds for Allstate Construction, Inc. for approximately twenty years. During our relationship, we have had the opportunity to observe outstanding performance. We consider Allstate Construction, Inc. among our most valued surety clients. They have an outstanding management team and the experience necessary for projects such as the one referenced above. Allstate Construction, Inc. and its owners financially qualify for single projects in the $100,000,000 range and an aggregate program of $150,000,000.

Their surety company is Hartford Fire Insurance Company. They are licensed to do business in all States with an AM Best Rating of A+ and a Financial Size Category of XV. As of July 2022, Hartford Fire Insurance Company has a U.S. Treasury Listing of $1,174,335,000.

It is our understanding that Allstate Construction, Inc. will be submitting a proposal to you. Should they be awarded a project, we fully expect to be able to provide 100% Performance and Payment Bonds based on the contract price. The approval would be subject to an appropriate review of contract terms, bond forms, project financing and any other pertinent underwriting details.

Please feel free to contact me if you have any questions on this fine account.

Sincerely,

Mark W. Edwards, II
Executive Vice President – Surety

b. Dun & Bradstreet Financial Report

INSIGHTS ALERTS HELP

Update your information with D-U-N-S® Manager

Report as of: 08-11-2022

Allstate Construction, Inc.

ACTIVE HEADQUARTERS

Alerts:

Address: 5718 Tower Rd, Tallahassee, FL, 32303, United States

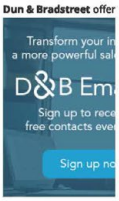
SCORES AND RATINGS

PAYDEX® Score	Delinquency Predictor Percentile	Financial Stress Percentile	Supplier Evaluation Risk Rating
NO CHANGE	NO CHANGE	NO CHANGE	NO CHANGE
SINCE 2020-06-15	SINCE 2020-06-15	SINCE 2020-06-15	SINCE 2020-06-15

Affiliate offer



Dun & Bradstreet offer







COMPANY PROFILE

D-U-N-S	Mailing Address	Annual Sales
13-237-6153	United States	US$ 26,472,035
Business Form	**Telephone**	**Employees**
Corporation	(850) 514-1004	80 (30 here)
Date Incorporated	**Website**	**Age (Year Starte**
January 10, 1986	www.allstateconstruction...	37 (1985)

Hi there, thanks for stopping by Dun & Bradstreet! Can I point you in the right direction?

https://creditbuilder.dnb.com/report/summary?duns=132376153

8/11/22, 2:40 PM Dun & Bradstreet

State of Incorporation	Named Principal
FL	Scott Brewer, President
Ownership	**Line of Business**
Not publicly traded	Nonresidential construction

LEGAL EVENTS

Events	Open Count	Last Filed
Bankruptcies	0	-
Judgments	0	-
Liens	0	-
Suits	0	-
UCC	1	12-02-2011

TRADE PAYMENTS

Highest Past Due

US$ 7,500

Highest Now Owing	Total Trade Experiences
US$ 20,000	55
Largest High Credit	**Average High Credit**
US$ 35,000	US$ 4,384

OWNERSHIP

This company is a **Global Ultimate, Domestic Ultimate, Parent/Headquarters.**

Allstate Construction, Inc.
United States
D-U-N-S Number 13-237-6153

Total Members in Family Tree - 6

Subsidiaries	Branches
0	5

FINANCIAL OVERVIEW

Source:

INQUIRIES

12 Month Summary

Total number of Inquiries	Unique Custo
45	27

Hi there, thanks for stopping by Dun & Bradstreet! Can I point you in the right direction?

https://creditbuilder.dnb.com/report/summary?duns=132376153 2/3

8/11/22, 2:40 PM Dun & Bradstreet

*Trade References will be added subject to Dun & Bradstreet verification and acceptance. Dun & Bradstreet cannot guarantee that trade references will be accepted or that accepted trade references will impact your business credit file. Please see https://www.dandb.com/glossary/trade-references/ for eligibility, process and other information regarding Trade References.

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c. Annual Dollar Workload / 3 Years

2019	# Projects **136**	$**117,321,919**	Total **$99,723,631**	CM at Risk (by $)
2020	# Projects **294**	$**108,417,413**	Total **$92,154,801**	CM at Risk (by $)
2021	# Projects **299**	$**93,746,983**	Total **$84,372,840**	CM at Risk (by $)

d. List projects for which firm is currently committed

PROJECT NAME, CLIENT & LOCATION	CONSTRUCTION COST	DATE OF COMPLETION	ALLSTATE OFFICE IN CHARGE
PENDING WORKLOAD			
Gandy Park and Palonis Park Improvements, City of Tampa, Tampa, FL	$2,000,000	TBD Preconstruction	Tampa, FL
King High School HVAC Renovations, Hillsborough County Public Schools, Tampa, FL	$9,000,000	TBD - Preconstruction	Tampa, FL
Hartsfield Elementary Cafeteria, Leon County Schools, Tallahassee, FL	$7,500,000	TBD - Preconstruction	Tallahassee, FL
PanCare Medical Campus, Phase I and Port St. Joe Pharmacy, PanCare Health, Panama City / Port St. Joe, FL	$4,500,000	TBD - Preconstruction	Panama City, FL
New Blountstown Elementary School, Calhoun County School District, Blountstown, FL	$29,000,000	TBD - Preconstruction	Panama City, FL
Coyote Navarre Site Closure, Florida Department of Management Services, Navarre, FL	$4,000,000	TBD - Preconstruction	Panama City, FL
Blessed Sacrament Catholic Church Expansion, Tallahassee, FL	$12,000,000	July 2023	Tallahassee, FL
New National Guard Readiness Center, Florida Department of Military Affairs, Panama City, FL	$22,500,000	TBD - Preconstruction	Panama City, FL
CURRENT WORKLOAD			
Wilson Middle School, Hillsborough County Public Schools, Tampa, FL	$3,942,545	July 2022	Tampa, FL
Bloomingdale High School Turf & Track, Hillsborough County Public Schools, Valrico, FL	$1,966,708	August 2022	Tampa, FL

PROJECT NAME, CLIENT & LOCATION	CONSTRUCTION COST	DATE OF COMPLETION	ALLSTATE OFFICE IN CHARGE
Plant City High School Turf & Track, Hillsborough County Public Schools, Plant City, FL	$2,236,593	August 2022	Tampa, FL
Bragg Memorial Stadium Renovations, Florida A&M University, Tallahassee, FL	$4,925,565	August 2022	Tallahassee, FL
Ghazvini Center Nursing Simulation Lab, Tallahassee Community College, Tallahassee, FL	$3,300,000	August 2022	Tallahassee, FL
Tom P Haney Technical College Expansion and Renovations, New Technical Classroom Building, Bay District Schools, Panama City, FL	$11,765,524	December 2022	Panama City, FL
Senate Office, Ph 1-5, Window Replacement & HVAC, The Florida Senate, Tallahassee, FL	$21,228,358	June 2023	Tallahassee, FL
Wakulla Correctional Institution, Mental Health Addition, Florida Department of Corrections, Crawfordville, FL	$10,778,409	July 2023	Tallahassee, FL

e. Joint Venture

We are not pursuing this project as a joint venture or in any teaming association. Allstate Construction, Inc. is pursuing the project individually and we have the available staff and resources to complete all proposed work.



Werner-Boyce Salt Springs State Park

State of Florida
Department of State

I certify from the records of this office that ALLSTATE CONSTRUCTION, INC. is a corporation organized under the laws of the State of Florida, filed on January 10, 1986.

The document number of this corporation is H93690.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on January 12, 2022, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twelfth day of January, 2022

Secretary of State

Tracking Number: 4930979062CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

BREWER, MYRICK SCOTT

ALLSTATE CONSTRUCTION INC
5718 TOWER ROAD
TALLAHASSEE FL 32303

LICENSE NUMBER: CGC1518758

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.B.3.

Meeting Date: November 14, 2022

From: Aaliyah Davis, (Purchasing Manager)

Subject: Purchase request for desktops and laptop computers as part of the City's annual program for computer hardware replacement.

Staff Recommendation:
Staff recommends award and approval of the purchase request to Howard Comuputers (Howard Technology Solutions) for a total amount of $83,705.00.

Analysis:
Each year the City Information Technology (IT) Department budgets for the replacement of some of the City's desktop and laptop computers. The City operates on a 5-year replacement plan for the majority of the City's desktop and laptop computers.

The City is purchasing HP brand computers in the following quantities and models.

Description	Quantity	Unit Price	Extended Price
HP Pro Mini Desktp	40	$700.00	$28,000.00
HP ProBook	65	$857.00	$55,705.00
			$83,705.00

The Information Technology department can make available those computers removed from service to qualifying organizations through the City Manager's technology request program.

Procurement Analysis:
The City Procurement Division issued Request for Quote QQ54910 soliciting quotes for the computer hardware. Staff directly notified five (5) known resellers of the specified computers. Procurement received three (3) responses from authorized resellers on the State of Florida contract. Staff checked the

pricing submitted by Howard Computers and the department was satisfied with the products quoted per the specifications. Staff recommends accepting the quote and purchasing from Howard Computers (Howard Technology Solutions).

Options:

1. Award and approve the purchase to Howard Technology Solutions; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The current budget includes funds for equipment replacements.

Account No. 001-1633-513-5181

Phone: 1.888.912.3151
Fax: 1.601.399.5077
Online: www.howardcomputers.com

HOWARD™
TECHNOLOGY SOLUTIONS

Howard Computers
P.O. Box 1588
Laurel, MS 39441

Online Quotation

Quote No:	KH10 1249281.00	**Quote Date:**	November 07, 2022
Customer Name:	Cheryl Raiford	**Phone Number:**	3527289880
Company Name:	City of Leesburg	**Fax Number:**	3523652441
Quote Name:			

Item 1

Category	Description	Qty.	Unit Price	Ext. Price
System Type:	**Accessories**			
1:	HP Pro Mini 400 G9 Desktop Computer - Intel Core i5 12th Gen i5-12500T Hexa-core (6 Core) 2 GHz - 8 GB RAM DDR4 SDRAM - 256 GB M.2 PCI Express NVMe 4.0 x4 SSD - Mini PC **MPN:** 6C108UT#ABA	40	**$700.00**	**$28,000.00**
2:	HP INC. : SBUYProBook450 G9,IntelCorei5-1235U (4.4GHz,12MB,10cores)8GB32001D,SSD256GB, TLC,PCIe,15.6FHD(192 0x1080)AGWLEDUWVA250 n,UMAIris X,No Optical,WiFi6AX201(2x2)+BT5.0,BT5.0,TPM ,Lock,WolfProSecurit y1YR,720pHDwebcam,Wi ndows11ProDG64,3-Cel l42WHr,1/1/0 **MPN:** 687N8UT#ABA	65	**$857.00**	**$55,705.00**

Sub-Total:	**$83,705.00**
Shipping & Handling :	**Included**
Taxes:	**Tax Exempt**
Total for Item 1:	**$83,705.00**

This quote will expire December 07, 2022.
To expedite your order, please include your quote number with your Purchase Order.

Total for all pre-configured items

Sub-Total:	**$83,705.00**
Shipping & Handling :	**Included**
Taxes:	**Tax Exempt**
Total:	**$83,705.00**

Notes:

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.1.

Meeting Date: November 14, 2022

From: Joseph Mera, (Fire Chief)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to apply for, and if awarded, accept the Assistance to Firefighters Grant (AFG) from FEMA, for the purchase of a ladder truck; and providing an effective date.

Staff Recommendation:
Staffs recommends applying and acceptance, if awarded, the Assistance to Firefighters Grant from FEMA for the purchase of a ladder truck.

Analysis:
The purpose of this grant project is to purchase a ladder truck under the Assistance for Firefighters Grant through FEMA. This grant is a 90/10 matching grant (with a $1,000,000.00 cap) with the COL portion being 10% on top of the cap. The cost of the grant is not to exceed $1,300,000.00 with the COL portion not to exceed $400,000.00 The current ladder truck is 19 years old and is in need of replacement.

Procurement Analysis:
N/A

Options:
1. Approve the application and acceptance of the AFG Grant from FEMA for the purchase of a ladder truck; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:
If awarded, a budget adjustment will be necessary to add this additional revenue to the current budget. This is a 90/10% match grant with the cap being $1,000,000. Our match would be as high as $400,000.00

Account No.	001-0000-331-2200
Project No.	AFG002

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO APPLY FOR, AND IF AWARDED, ACCEPT THE ASSISTANCE TO FIREFIGHTERS GRANT (AFG) FROM FEMA, FOR THE PURCHASE OF A LADDER TRUCK; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with the Federal Emergency Management Agency (FEMA) whose address is P.O. Box 10055, Hyattsville, MD 20782-8055, for the purchase, if awarded, of a ladder truck.

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 14th day of November 2022.

_____
Mayor

ATTEST:

_____
City Clerk

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.2.

Meeting Date: November 14, 2022

From: Brad Chase, (Electric Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Electric and Finance Departments to begin the consideration process for two new PURPA (Public Utility Regulatory Policies Act) Standards with respect to the City of Leesburg's rate structure; and providing an effective date.

Staff Recommendation:
Staff recommends that the Electric Department along with the Finance Department begin the consideration process by reviewing the two new standards with respect to the City of Leesburg's rate structures and report their findings through the City Manager to the City of Leesburg's Commission by June 1, 2023.

Analysis:
PURPA (Public Utility Regulatory Policies Act), as amended by the Energy Policy Act of 2005 and the Energy Security and Independence Act of 2007 has two additional standards that must be considered for adoption by all applicable utilities. Applicable utilities are all electric utilities with over 500 million kWh of retail sales per year.

Generally, PURPA requires each applicable utility to consider the standard and make a determination on whether it is appropriate to implement each standard, taking into consideration PURPA's purposes, which include: (1) conservation of energy supplied by electric utilities, (2) optimal efficiency of electric utility facilities and resources, and (3) equitable rates for electric customers.

The following two PURPA standards must be considered by the applicable utility:

Demand Response and Demand Flexiblity

In general, each electric utility shall promote the use of demand-response and demand flexibility practices by commercial, residential and industrial consumers to reduce electricity consumption during periods of unusually high demand.

Each State regulatory authority shall consider establishing rate mechanisms allowing an electric utility with respect to which the State regulatory authority has ratemaking authority to timely recover the costs of promoting demand-response and demand flexibility practices.

Electric Vehicle Charging Programs

Each State shall consider measures to promote greater electrification of the transportation sector, including the establishment of rates that-
a) promote affordable and equitable electric vehicle charging options for residential, commercial, and public electric vehicle charging infrastructure;
b) improve the customer experience associated with electric vehicle charging, including by reducing charging times for light-, medium-, and heavy-duty vehicles;
c) accelerate third-party investment in electric vehicle charging for light-, medium-, and heavy-duty electric vehicles; and cover the marginal cost of delivering electricity to electric vehicles and electric vehicle charging infrastructure.

Procurement Analysis:
N/A

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

Fiscal Impact:
The fiscal impact analysis will be part of the deliverables brought back to the Commission upon completion of the formal review process.

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE ELECTRIC AND FINANCE DEPARTMENTS TO BEGIN THE CONSIDERATION PROCESS FOR TWO NEW PURPA (PUBLIC UTILITY REGULATORY POLICIES ACT) STANDARDS WITH RESPECT TO THE CITY OF LEESBURG'S RATE STRUCTURE; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the City Commission hereby authorizes the Electric Department and the Finance Department to begin the consideration process by reviewing the two new PURPA Standards with respect to the City of Leesburg's rate structure and report their findings through the City Manager to the City of Leesburg's Commission by June 1, 2023.

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 14th day of November 2022.

_____
Mayor

ATTEST:

_____
City Clerk

MEMORANDUM

To: FMEA Members

From: Dan O'Hagan, Assistant General Counsel & Manager of Regulatory Compliance

Date: October 20, 2022

Re: New PURPA Standards Requiring Consideration

In 2007 and 2008, we assisted members with their "consideration" of nine ratemaking standards required by the Public Utility Regulatory Policies Act ("PURPA"), as amended by the Energy Policy Act of 2005 and the Energy Security and Independence Act of 2007. **Two additional standards have since been added to PURPA that now must also be considered.** While the PURPA standards themselves are not mandatory, PURPA does mandate all applicable utilities must hold a public hearing to *consider* whether to adopt the standards. Note that, if applicable, some **action is required by your utility by November 15, 2022.**

The new PURPA standards adopted under the Infrastructure Investment and Jobs Act include: (1) Demand Response and Demand Flexibility, and (2) Electric Vehicle Charging Programs. A copy of these standards is attached to this memo.

APPA held a webinar to review these new standards and discuss the procedural requirements. A copy of that presentation is also attached to this memo. In 2008, APPA also developed a "Reference Manual and Procedures for Implementation of the PURPA Standards," which is available through the APPA website at:

- https://www.energy.gov/sites/prod/files/Manual%20for%20Implementation%20of%20PURPA%20Standards%20in%20EISA%202007%20%28August%202008%29.pdf

Although it has not been updated for the 2022 PURPA standards, this manual provides an excellent overview of PURPA's background and the administrative and procedural requirements – specifically in sections 1 & 2 (pages 1- 33).

Applicability to FMEA Members

The PURPA standards at issue apply to any utility whose total sales of electric energy for purposes other than resale exceeded 500 million kWh during any calendar year beginning December 31, 1975, and the immediately preceding calendar year. In this case, we believe you should refer to your 2020 calendar year sales.[1] Wholesale sales are explicitly excluded from this threshold amount.

Note that the Department of Energy is required by PURPA to maintain a list of applicable utilities. However, as of the date of this memo, DOE has not updated this list since 2008. We suggest each FMEA member perform its own evaluation of whether you meet the 500 million kWh sales threshold.

Procedural Requirements & Timeline for Consideration

The procedural requirements for considering these standards are identical to those required for the previous PURPA standards. Generally, PURPA requires each applicable utility to "consider" the standards and make a "determination" on whether it is appropriate to implement each standard within these deadlines, taking into consideration PURPA's purposes, which include: (1) conservation of energy supplied by electric utilities; (2) optimal efficiency of electric utility facilities and resources; and (3) equitable rates for electric consumers. The utility's consideration "shall be made after public notice and hearing," and the "determination" must be in writing and made available to the public. Note that *adoption* of each standard is entirely discretionary, while *consideration* and a *written determination* is mandatory.

Except as otherwise indicated, the procedures used by the utility for the consideration and determination of the standards shall be those established by the utility. In other words, in considering the new PURPA standards, FMEA members must comply with both the procedural requirements of PURPA and any particular hearing requirements established by your utility and Florida public meeting laws.

An exception to the consideration requirement includes if the nonregulated electric utility conducted a proceeding to consider implementation of the standard or a "comparable standard" within the past three years.

Applicable utilities must begin consideration of the standards or set a hearing date for such consideration by November 15, 2022, and conclude with a determination on whether to adopt each standard by November 15, 2023.

[1] The baseline year for determining retail sales for PURPA applicability is "any calendar year beginning after December 31, 1975, and before the immediately preceding calendar year." The Conference Committee Report accompanying the initial PURPA standards interpreted this as: "the baseline year is two years before the year in question." Conference Committee Report, p. 69. Based on this interpretation, we suggest using 2020 as the baseline year.

Standards for Consideration

The following two PUPRA standards must be considered by applicable utilities:

Demand Response and Demand Flexibility

"(A) IN GENERAL – Each electric utility shall promote the use of demand-response and demand flexibility practices by commercial, residential, and industrial consumers to reduce electricity consumption during periods of unusually high demand."
"(B) Rate recovery–

(I) IN GENERAL – Each State regulatory authority shall consider establishing rate mechanisms allowing an electric utility with respect to which the State regulatory authority has ratemaking authority to timely recover the costs of promoting demand- response and demand flexibility practices in accordance with sub-paragraph (A).

(II) NONREGULATED ELECTRIC UTILITIES – A non-regulated electric utility may establish rate mechanisms for the timely recovery of the costs of promoting demand-response and demand flexibility practices in accordance with subparagraph (A)."

Electric Vehicle Charging Programs

"Each State shall consider measures to promote greater electrification of the transportation sector, including the establishment of rates that --

(A) promote affordable and equitable electric vehicle charging options for residential, commercial, and public electric vehicle charging infrastructure;

(B) improve the customer experience associated with electric vehicle charging, including by reducing charging times for light-, medium-, and heavy-duty vehicles;

(C) accelerate third-party investment in electric vehicle charging for light-, medium-, and heavy-duty vehicles; and cover the marginal costs of delivering electricity to electric vehicles and electric vehicle charging infrastructure."

Suggested Approach

1) Begin Consideration or set Hearing Date by November 15, 20022.

- The two PURPA standards require utilities to begin consideration or set a hearing date for consideration by November 15, 2022. There is no prescribed method to "begin consideration," however we recommend including an agenda item on your next utility/city commission/board meeting whereby the commission/board officially recognizes the standards and announces that consideration has begun. We also recommend setting a date for the public hearing on the standards at that time.

- If possible, you may also set any special procedures for public participation. For example, will you accept written comments from the public before the hearing? To whom should they be sent? What is the filing period? Will public participation be limited to oral presentations at the public hearing? Are there any special procedures outside of your normal city/utility public hearing procedures?

2) Review the Standards

- After you have established a hearing date and hearing procedures, we recommend you begin reviewing the new standards internally to determine whether they are in your utility's best interest to adopt.

    - Considerations may include whether your utility has already considered implementing the standard, or a "comparable standard" within the past three years; whether your power supply contracts prohibit or limit your ability to implement a standard; etc.

3) Hold Public Hearing

- On the date established in your initial notice, hold your public hearing to consider adoption of the standards.

- Allow public participation at the hearing.

4) Make Written Determination

- After your public hearing to consider the standards, issue a written determination by the board/commission. Make the written determination available to the public. Ensure that the written determination is made within the applicable deadlines.

- If your utility opts not to adopt a standard, include in your written determination an explanation for rejecting the standard.

This memorandum is intended to offer a basic outline of the new PURPA standards and requirements. There are a number of more detailed resources that discuss PURPA's procedural requirements, including previous memos from our office and the APPA PURPA manual.

If you would like copies of our previous memos, or if you have any questions, please do not hesitate to contact our office at (850) 297-2011; or email Dan O'Hagan at dan.ohagan@fmpa.com.

APPA ACADEMY

AMERICAN PUBLIC
POWER ASSOCIATION

New PURPA "Shall Consider" Standards: A Guide to Public Power Obligations

June 28, 2022

Instructors

Sean Neal, Lauren Perkins,

Duncan, Weinberg, Genzer & Pembroke, P.C.

AMERICAN PUBLIC POWER ASSOCIATION

New PURPA "Shall Consider" Standards: A Guide to Public Power Obligations

Course Overview

From this webinar course, you will learn:

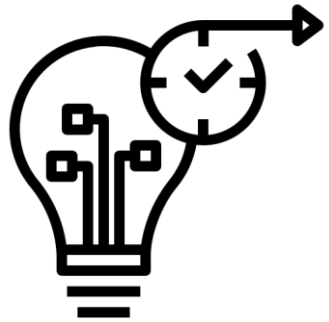
1. Certain, new requirements that the Infrastructure Investment and Jobs Act ("IIJA") impose on public power utilities.
2. The legal background for such requirements.
3. The required process to follow in meeting such requirements.
4. Examples of how such requirements have been met in the past.
5. Best practices in meeting such requirements.

Today's Agenda

1:00 p.m.	**Introduction** • Applicability to Public Power
1:10 p.m.	**Background to Section 111 Requirements**
1:15 p.m.	**2021 IIJA**
1:30 p.m.	**Process for Meeting Section 111 Requirements**
1:50 p.m.	**Examples of Past Efforts to Meet Section 111 Requirements**
2:00 p.m.	**Enforcement**
2:05 p.m.	**Strategies and Best Practices**
2:15 p.m.	**Questions**
2:30 p.m.	**Conclusion**

Introduction

- **Implications of Recent Amendments through the IIJA to the Public Utility Regulatory Policies Act of 1978 ("PURPA").**
- **Action required; nonregulated entities:**
  - "Shall consider" two, new standards and "make a determination" concerning implementation of such standards.
  - Commence consideration of standards no later than November 15, 2022, and conclude with a determination on whether to adopt each standard by November 15, 2023.



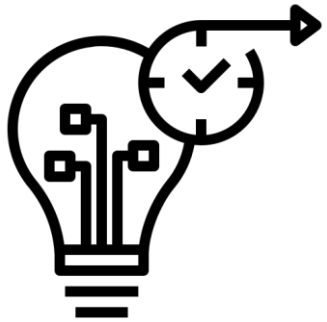
Introduction

- **More specifically, Section 111(a) of PURPA, 16 U.S.C. 2621 states:**

"Each State regulatory authority (with respect to each electric utility for which it has ratemaking authority) and each ***nonregulated electric utility shall consider*** each standard established by subsection (d) and ***make a determination*** concerning whether or not it is appropriate to implement such standard to carry out the purposes of this title. For purposes of consideration and determination . . . the purposes of this title supplement otherwise applicable State law. Nothing in this subsection prohibits any State regulatory authority or nonregulated electric utility from making any determination that it is not appropriate to implement such standard, pursuant to its authority under otherwise applicable State law" (emphasis added).

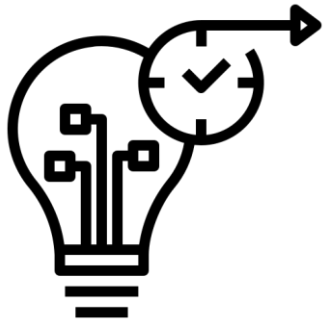
Applicability to Public Power

- **Applies to state commissions and nonregulated electric utilities.**
  - "Nonregulated electric utility" means "any electric utility other than a state regulated electric utility".
  - Accordingly, the definition includes many public power entities and RUS-funded cooperatives.
- **Annual Retail Sales Greater Than 500,000 MWh**
  - Baseline is two years before the year the standards are considered. § 102(a)
  - Wholesale sales excluded. § 102(b)
  - U.S. Department of Energy is required to publish lists of applicable entities. § 102(c)



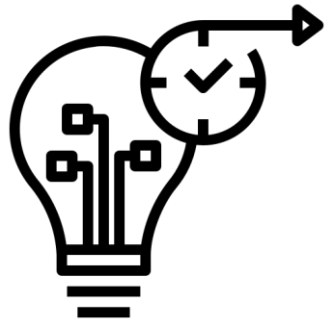
Background to Section 111 Requirements

- **PURPA was designed to promote conservation and efficiency:**
  - Genesis in response to the energy crises of the 1970s.
  - Known commonly for encouraging small, independent power producers and Qualifying Facilities.
- **Purpose of PURPA Title I "Retail Regulatory Policies for Electric Utilities":**
  - Encourage conservation of energy.
  - Promote efficient use of energy facilities and resources.
  - Promote equitable rates for electric consumers. (§ 101)



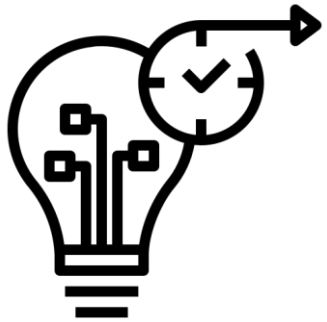
Background to Section 111 Requirements

- **Original "Shall Consider" Standards under subpart (d):**
  - Cost of Service (1)
  - Declining Block Rates (2)
  - Time-of-Day Rates (3)
  - Seasonal Rates (4)
  - Interruptible Rates (5)
  - Load Management Techniques (6)



Background to Section 111 Requirements

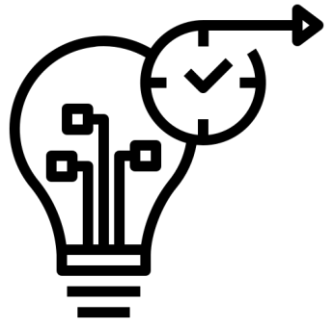
- **Energy Policy Act of 1992, Standards under subpart (d):***
  - Integrated Resource Planning (7)
  - Investments in Conservation and Demand Management (8)
  - Energy Efficiency Investment in Power Generation and Supply (9)
  - Effects of Wholesale Power Purchases on the Cost of Capital and Effects of Leveraged Capital Structures on Reliability / Adequate Fuel Supplies (10)



*Note that the numbering of the standards by statute has not lined up precisely with the numbering reflected due to peculiarities in the particular legislation.

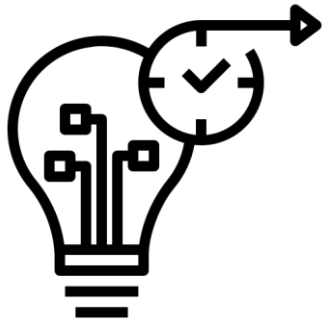
Background to Section 111 Requirements

- **Energy Policy Act of 2005**
  - Net Metering (11)
  - Fuel Sources (12)
  - Fossil Fuel Generation Efficiency (13)
  - Time-Based Metering and Communications (14)
  - Interconnection, including to distributed resources (15)



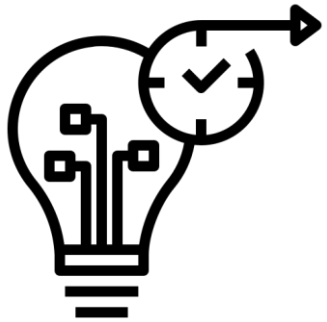
Background to Section 111 Requirements

- **Energy Independence and Security Act of 2007 ("EISA")**
  - Integrated Resource Planning (16)
  - Rate Design Modifications to Promote Energy Efficiency Investments (17)
  - Consideration of Smart Grid Investments (18)
  - Smart Grid Information (19)



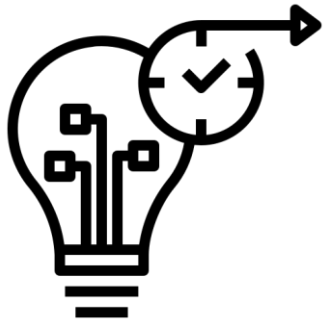
2021 Infrastructure Investment and Jobs ("IIJA") Act

- **"Shall Consider" a Welcome Continuation of Past Language** (rather than mandatory language)
- **Demand Response and Demand Flexibility (20)**
  - "(A) IN GENERAL – Each electric utility shall promote the use of demand-response and demand flexibility practices by commercial, residential, and industrial consumers to reduce electricity consumption during periods of unusually high demand."
  - The latter, "demand flexibility", connotes such concepts as increasingly sophisticated time of use, grid interactive buildings, controls on water systems.



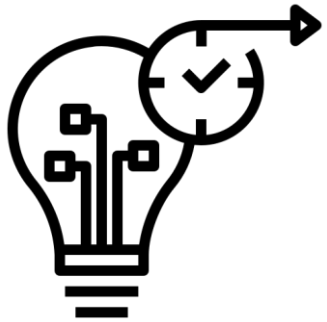
2021 Infrastructure Investment and Jobs ("IIJA") Act

- **Demand Response and Demand Flexibility, continued (20)**
  - "(B) RATE RECOVERY–
    - (i) IN GENERAL – Each State regulatory authority shall consider establishing rate mechanisms allowing an electric utility with respect to which the State regulatory authority has ratemaking authority to timely recover the costs of promoting demand-response and demand flexibility practices in accordance with sub-paragraph (A).
    - (ii) NONREGULATED ELECTRIC UTILITIES – A non-regulated electric utility may establish rate mechanisms for the timely recovery of the costs of promoting demand-response and demand flexibility practices in accordance with subparagraph (A)."



2021 Infrastructure Investment and Jobs ("IIJA") Act

- **Electric Vehicle Charging Programs (21)**



"Each State shall consider measures to promote greater electrification of the transportation sector, including the establishment of rates that --

  - (A) promote affordable and equitable electric vehicle charging options for residential, commercial, and public electric vehicle charging infrastructure;
  - (B) improve the customer experience associated with electric vehicle charging, including by reducing charging times for light-, medium-, and heavy-duty vehicles;
  - (C) accelerate third-party investment in electric vehicle charging for light-, medium-, and heavy-duty vehicles; and
  - (D) appropriately recover the marginal costs of delivering electricity to electric vehicles and electric vehicle charging infrastructure."

Procedural Requirements in section 111

Public Notice

Hearing

Determination

- In writing
- Based upon:
  - Findings included in the determination
  - Evidence presented at hearing
- Publicly-available

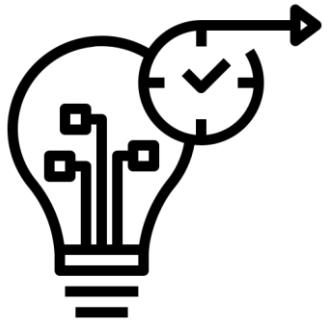
Decline to Implement Standard:

- Statement of reasons must be made available to the public

Implement Standard

Other Procedural Requirements

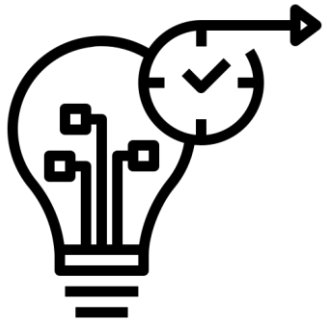
- Under PURPA:
  - Intervention and access to information (section 121)
  - Intervenor compensation (section 122(a) and (b))
  - Must make transcripts of proceeding available, at cost of reproduction (section 122(c))
  - Annual reporting to DOE (section 116(a))
    - (does not appear to apply to section 111(d)(20) and (21) standards)



- Other requirements?
  - State and local open gov't laws

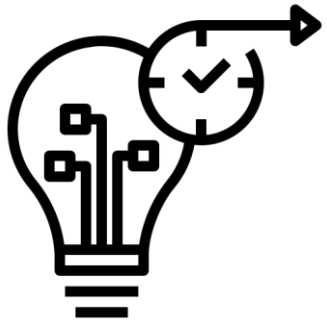
Other Procedural Requirements

- Under PURPA (continued):
  - Time limitations (section 112(b))
    - Must commence consideration OR set a hearing date for such by **Nov. 15, 2022** for section 111(d)(20) and (21)
    - Must complete consideration & make determination by **Nov. 15, 2023** for section 111(d)(20) and (21)
    - If miss these deadlines, must undertake consideration & determination of section 111 (d)(20) and (21) in the 1st rate proceeding commenced after Nov. 15, 2024
    - *Exceptions…?* (see next slide)



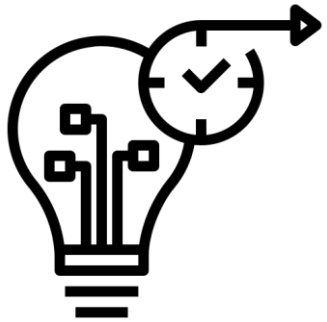
Exceptions to consideration of section 111(d)(20) & (21):

- Timelines in sections 112(b) and (c) do NOT apply if *before* 11/15/21:
    - The state implemented the standard (or a "comparable standard");
    - The nonregulated electric utility conducted a proceeding to consider implementation of the standard (or a "comparable standard"); OR
    - The state legislature voted on the implementation of the standard (or a "comparable standard")
        - (for (d)(21), this must have occurred within the 3yrs before 11/15/21)
    - (these exceptions are found in section 112(g) and (h); see also section 124)



Exception to consideration of section 111(d)(20) & (21), or no?

- Nonregulated utility can still adopt, pursuant to state law, any standard or rule that differs from a standard established in section 111 (section 117(b))
  - *Romeo v. Pa. PUC*, 154 A.3d 422 (Pa. Commw. Ct. 2017).



- Still need to check the procedural boxes in section 111 for consideration & determination?

Example of approach: Lincoln Electric System

LES RESOLUTION 2007-8

WHEREAS, the Public Utility Regulatory Policies Act (PURPA) of 1978 required Lincoln Electric System (LES) to consider and determine the appropriateness of certain Standards set forth in PURPA as applied to certain LES operations; and

WHEREAS, the primary goal of PURPA is to encourage conservation of energy, equitable rates for electric consumers, and the efficient use of generation facilities and resources by electric utilities; and

WHEREAS, the Energy Policy Act (EPAct) of 2005 amended PURPA to provide for additional standards to be considered by certain utilities, including LES; and

WHEREAS, staff conducted an analysis of existing PURPA standards and new standards contained in EPAct 2005; and

WHEREAS, PURPA requires that one or more public hearings be held to receive input from ratepayers regarding the utility's consideration of the PURPA standards; and

WHEREAS, LES held a public hearing on February 20, 2007, at the Walter A. Canney Service Center, for the purpose of receiving public input on the following PURPA standards:

- Time-Based Metering and Communications, §111(d)(14);
- Interconnection, §111(d)(15);
- Net Metering, §111(d)(11);
- Fossil Fuel Generation Efficiency, §111(d)(13);
- Fuel Source Reliance, §111(d)(12); and
- Information to Customers, §113(b)(3) and 115(f); and

WHEREAS, the Budget & Rates Committee reviewed the staff recommendation and public input regarding the standard for Time-Based Metering and Communications and recommends that the standard not be adopted because it would result in greater costs for most electric consumers, as outlined in the attachment hereto; and

WHEREAS, the Budget & Rates Committee also reviewed the staff recommendation for a modified Interconnection standard and public input regarding such standard and recommends that a modified version of the federal standard be adopted as outlined in the attachment hereto.



NOW, THEREFORE, BE IT RESOLVED, that based on the information provided by staff and the public input obtained at the public hearing, the LES Administrative Board declines to adopt the PURPA standard on Time-Based Metering and Communications and adopts a modified version of the federal PURPA standard on Interconnection.

BE IT FURTHER RESOLVED that the LES Administrative Board recommends that the Lincoln City Council take similar action on these two PURPA standards.

Source:
https://app.lincoln.ne.gov/city/council/agenda/2007/070907/07r127a.pdf

Example of approach: Lincoln Electric System

LES ADMINISTRATIVE BOARD
COMMITTEE REPORT & RECOMMENDATION

Committee:	Budget & Rates
Date:	May 11, 2007
Issue:	Consideration of PURPA Standard 111(d)(14) – Time-Based Metering and Communications
Recommendation:	To not adopt the standard

SUMMARY:

The Budget & Rates Committee met with staff to consider the Public Utility Regulatory Policies Act (PURPA) Standard regarding Time-Based Metering and Communications. The following is the Committee's finding and recommendation.

Time-Based Metering and Communications Standard 111(d) (14)

- LES utilizes the cost of service and fully distributed embedded cost methodology for rate design.
- This methodology creates an average cost of service, or price, for the retail rate.
- The price does not vary between City Council approved rate adjustment periods.
- It does change during the winter (8 months) to summer (4 months) seasons.
- Market volatility is managed by the Utility.
- Under time-based metering (TBM) and associated rate structures, price volatility is readily transparent to and managed by the consumer.
- TBM would require LES to price with to a more immediate price signal, to which consumers could voluntary respond.
- Costs to most consumers would be greater to under TBM.
- If consumers responded to the price signals, conservation of energy consumption could be realized.



RECOMMENDATION:

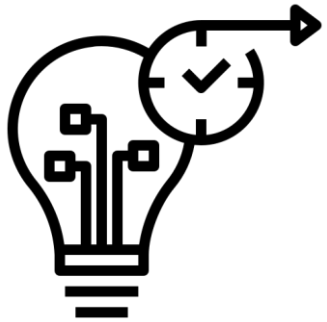
The Committee recommendation is to not adopt the proposed time-based metering and communications Standard.

The current LES Power Purchase Program (referred to as peak load reduction in the EPAct 2005) should be continued. The other pricing mechanisms (time-of-use, critical peak pricing and real-time pricing) present a variety of identifiable financial and operational risks to LES and its consumers. Staff will continue to monitor and evaluate time-based rates and their applicability to consumers in Lincoln. LES may implement a pilot program with a specific rate class if analysis shows the benefits exceed the costs.

Source:
https://app.lincoln.ne.gov/city/council/agenda/2007/070907/07r127a.pdf

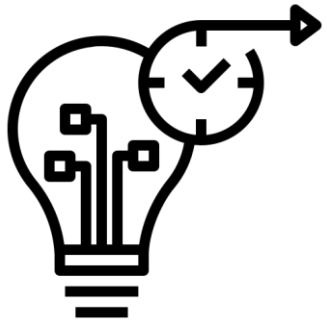
Example of approach: Nonregulated Electric Utility 2

- Illustrates other elements a POU may want to include in its publicly-available determination on a standard:
  - a timeline showing how the POU met its procedural obligations, including public hearing & how it collected public input (e.g., through a comment period)
  - recognition of any relevant requirements the state commission has promulgated for the IOUs, or what surrounding municipal utilities offer
  - An attached Notice of Hearing
  - An attached Notice of Intent to participate in the hearing
  - Recognition of the timelines imposed by PURPA for commencing and completing consideration of the standards



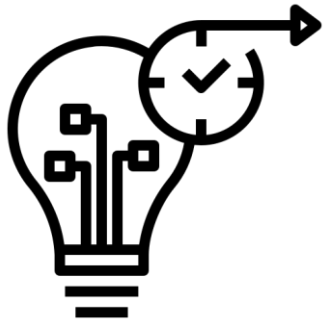
Examples of Section 111 Implementation

- **Hawaii Public Utilities Commission**
  - Opened investigation to determine whether four standards under EISA should be implemented.
  - Issued an Order Initiating Investigation requiring written statements of position.
  - Sua sponte, named the regulated utilities and consumer advocate as parties to the proceeding.
  - Found that each of the standards had been addressed through prior Commission action or through pending action (noting that it has "already taken specific steps" or is "presently reviewing", on-point applications).
  - Found it unnecessary to adopt energy efficiency investments as a standard because the Commission "already possesses the requisite ratemaking authority" and is in the process of considering various programs that "achieve the same objectives" as the standard.



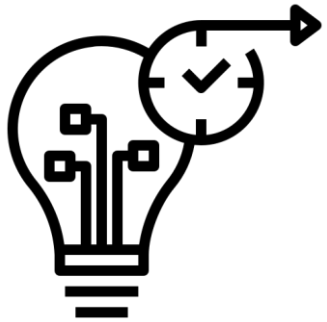
Examples of Section 111 Implementation

- **California Public Utilities Commission**
  - Instituted rulemaking to investigate smart grid technologies under EISA.
  - Recognized “smart grid” was a new concept.
  - Held series of workshops and received written comments leading to a Decision.
  - Overruled objection that hearings were necessary, because there was no “factual” dispute.
  - Decision 09-12-046 ruled:
    - Imposing EISA requirements on small utilities was inappropriate.
    - Not to direct Smart Grid investments requirements, given overlap with California law.
    - Established a policy goal for the investor-owned utilities to provide consumer access to price and usage data commensurate with a state statute.



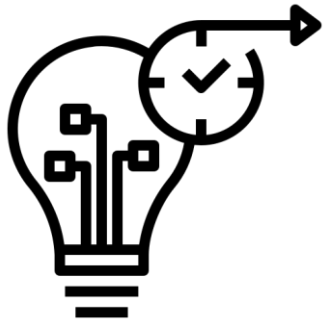
Examples of Section 111 Implementation

- **Public Service Commission of Missouri**
  - Instituted rulemaking consider the Net Metering Standard, the Time-Based Metering and Communications Standard, and the Interconnection Standard.
  - Commission requested comment on threshold issue of prior state action and took testimony from subject matter experts representing interested parties during an On-the Record Presentation.
  - Concluded that prior state action applied or was inapplicable, in some instances participants opposed Commission's views (Issued July 12, 2007).



Examples of Section 111 Implementation

- **Oregon Public Utilities Commission**
  - In an Order responding to an application for reconsideration of its Order No. 95-627 that chose not to adopt EPAct 1992's integrated resource planning and demand-side management standards, the Oregon PUC:
    - Explained that it had already adopted its own policies on these points.
    - "[N]o necessity for the order to reargue the bases for the Commission's policies…"
    - Footnote for State agencies: they have to consider impacts on small businesses if adopting the federal standards.



Example of approach: Lincoln Electric System

Federal Standard

111(d)(17) RATE DESIGN MODIFICATIONS TO PROMOTE ENERGY EFFICIENCY INVESTMENTS. –

(A) IN GENERAL. – The rates allowed to be charged by any electric utility shall –

(i) align utility incentives with the delivery of cost-effective energy efficiency; and

(ii) promote energy efficiency investments.

(B) POLICY OPTIONS. – In complying with subparagraph (A), each State regulatory authority and each nonregulated utility shall consider –

(i) removing the throughput and other regulatory and management disincentives to energy efficiency;

(ii) providing utility incentives for the successful management of energy efficiency programs;

(iii) including the impact on adoption of energy efficiency as 1 of the goals of retail rate design, recognizing that energy efficiency must be balanced with other objectives;

(iv) adopting rate designs that encourage energy efficiency for each customer class;

(v) allowing timely recovery of energy efficiency-related costs; and

(vi) offering home energy audits, offering demand response programs, publicizing the financial and environmental benefits associated with making home energy efficiency improvements, and educating homeowners about all existing Federal and State incentives, including the availability of low-cost loans, that make energy efficiency improvements more affordable.

The following is included as part of Lincoln's Staff Discussion:

Policy Option (vi)

LES has offered home energy audits for many years. LES currently uses an on-line service to provide a self-audit to the over 110,000 customers. However, an employee will conduct a personal audit if requested. LES conducts energy audits of businesses as well, both on-line and in person. The commissioning program helps businesses evaluate their energy use and provide cost-effective options to improve energy efficiency.

LES has operated the Power Purchase Program (a demand response program) for nine years. In this program, businesses voluntarily run their emergency generators, or reduce load, when LES calls for a demand reduction, usually during system peaks. This program was established to directly impact system peak demands. Curtailments are only initiated when they would reduce peak demands, thereby minimizing generation capacity expansion.

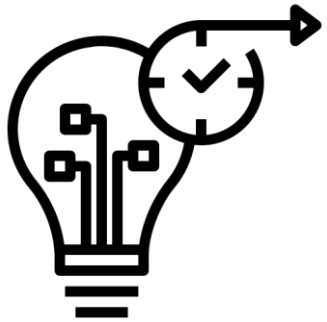
LES' consumer education is aimed at promoting energy conservation and improving energy efficiency. This effort is consistent with adoption of the PURPA advertising standard in 1981.

On educating homeowners, staff maintains a general working knowledge of federal and state energy programs, incentives and credits. Customers are referred to the State Energy Office when a more detailed question is asked. The System will give further consideration to keeping current on applicable incentives for homeowners' information and benefit. Staff do work with customers on appropriate use of the System's Sustainable Energy Program to make energy efficiency improvements in homes and businesses.

Source: ***pictured excerpts are from LES Resolution 2009-21***

Example of POU approaches when statute is unclear

- What to do when the standard in section 111(d) directs "each **State** shall consider"? (e.g., as in (d)(21) re. EV Charging Programs)
- However…
  - Section 111(a) directs: "…each **nonregulated electric utility** shall consider ***each standard*** *established by subsection (d)* and make a determination concerning whether or not it is appropriate to implement such standard to carry out the purposes of this title…" (emphasis added)
  - Section 112(b)(8) directs the timeline under which a nonregulated electric utility SHALL commence consideration (or set a hearing date) and SHALL complete the consideration of 111(d)(21)



Example of POU approach when statute is unclear:

Federal Standard

111(d)(16) CONSIDERATION OF SMART GRID INVESTMENTS. –

(A) IN GENERAL. – Each State shall consider requiring that, prior to undertaking investments in nonadvanced grid technologies, an electric utility of the State demonstrate to the State that the electric utility considered an investment in a qualified smart grid system based on appropriate factors, including –

- (i) total costs;
- (ii) cost-effectiveness;
- (iii) improved reliability;
- (iv) security;
- (v) system performance; and
- (vi) societal benefit.

(B) RATE RECOVERY. – Each State shall consider authorizing each electric utility of the State to recover from ratepayers any capital, operating expenditure, or other costs of the electric utility relating to the deployment of a qualified smart grid system, including a reasonable rate of return on the capital expenditures of the electric utility for the deployment of the qualified smart grid system.

(C) OBSOLETE EQUIPMENT. – Each State shall consider authorizing any electric utility or other party of the State to deploy a qualified smart grid system to recover in a timely manner the remaining book-value costs of any equipment rendered obsolete by the deployment of the qualified smart grid system, based on the remaining depreciable life of the obsolete equipment.

Staff Discussion

This standard is directed to States, not to utilities. However, LES will consider this standard.

LES has many intelligent systems currently in place and continually explores technologies to further improve reliability and efficiency. LES is a member of EPRI, whom performs extensive research in smart grid technologies. In seeking to appropriately improve the intelligence of the System, LES keeps an awareness of EPRI's research and other related technological developments in the industry. Employing this information, LES is able to consider the costs, effects on reliability, security, system performance and the potential benefits to society through undertaking smart grid investments.

LES has contracted with an outside consultant to help further analyze the benefits of smart grid technology to LES and its customers.

Parts B and C of the standard were written to provide recovery of all smart grid expenditures and recovery of the capital costs of capital made obsolete by smart grid investments. This recovery is important to investor-owned utilities. LES, as a non-profit municipal utility, recovers all expenditures from ratepayers. Therefore, parts B and C are not applicable to LES.

This standard was written to the States for them to require electric utilities in their jurisdiction to consider the standard. LES does not report to a State agency, but to the Lincoln City Council. LES will not tell the State what to consider, but LES has considered this standard, as intended by Congress. LES will discuss this standard with the City Council and present the following recommendation for their approval.

Staff Recommendation

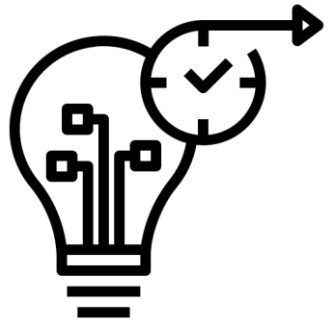
Staff recommends adopting the modified standard as follows:

> Lincoln Electric System (LES) will continue to stay abreast in smart grid technology developments and the potential benefits to be gained from employing these advanced technologies. LES will continue to evaluate appropriate factors of undertaking smart grid investments prior to undertaking investments in non-advanced grid technologies.

Source: ***pictured excerpts are from LES Resolution 2009-21***

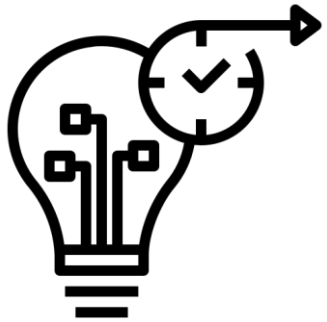
Examples of Section 111 Implementation

- **Sacramento Municipal Utility District**
  - Considered Section 111(d)(16) Integrated Resource Planning Standard.
    - Commenced consideration through a year-long process.
    - Discussed at a public hearing conducted by the SMUD Board at its Policy Committee.
    - Advertised the hearing and standards being considered in a local newspaper of general circulation.
    - Requested comments and data from the public.
    - Made Staff Report and Findings available to the public.
    - Offered public a chance the opportunity to comment at the hearing.
    - Made copies of verbatim transcripts and written materials available to the public for inspection.
    - Found that SMUD had already adopted an integrated resource planning directive and further, that SMUD's Board had adopted annual targets for reducing energy consumption that demonstrate that SMUD's actions met or exceeded state statute and were consistent with the PURPA statute.



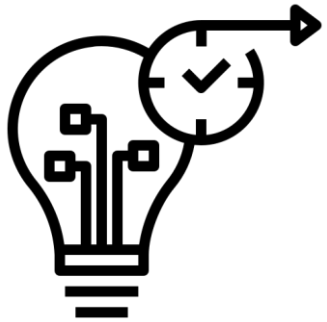
Examples of Section 111 Implementation

- **Seattle City Light**
  - Considered EPAct 2005 standards (11-15).
    - Noted publication in a legal newspaper of general circulation, holding of two public hearings, and documenting findings in a report.
    - City Council Resolution 31006 affirmed that Net Metering, Fuel Sources, and Fossil Fuel Generation efficiency are covered by prior State action.
    - Resolution determined that federal Time-Based Metering and Interconnection standards are not appropriate at the time; weighed costs and benefits.
      - On time-of use, observed “mixed results” with time-based pricing at the time. Cited examination of business case for building billing and metering infrastructure to include smart metering.
      - On Interconnection, noted that utilities representing 80% of electric load, including the City, had adopted uniform interconnection standards for generation up to 25 kW, and the City was in the process of adopting a standard for systems up to 300 Kw.



Enforcement

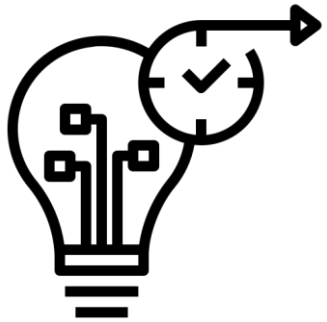
- **What are the consequences of failure to comply?**
  - If a state commission or a nonregulated utility fails to consider and make a determination within the required period, then they are required to so consider in the next, applicable rate proceedings. § 112(c).
  - Judicial review is provided for in PURPA Title I. § 123.



- **Has Section 111 been enforced against a state commission or a nonregulated utility?**
  - We have identified no instances of a court case filed and resolved for violation under Section 111 against a nonregulated utility.
  - In a DC court of appeals case, the court denied a challenge against a state commission concerning its adoption of time-of-day ratemaking for large commercial customers, finding the commission's consideration was consistent with section 111 of PURPA. *Metro. Washington Bd. of Trade v. Public. Serv. Comm'n*, 432 A.2d 343 (1981).

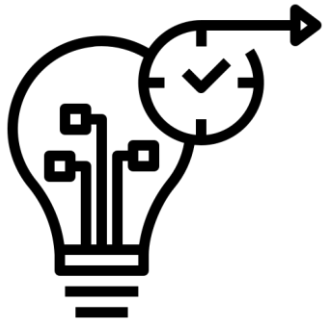
Strategies and Best Practices

- **Public power can meet its requirements under Section 111 by:**
  - Starting early and not rushing through a public process.
  - Involving the governing board/city council and educating them in advance and throughout regarding the Section 111 process.
    - (e.g., asking the governing body to approve the timeline for consideration in advance).
  - Dedicating a webpage to the public process for considering section 111 standards.
    - Including on the webpage a timeline of process, including notice of hearing, workshop schedule, time period where public comment is permitted.
  - Allowing oral, public comment during hearing (even if comment has not occurred earlier).



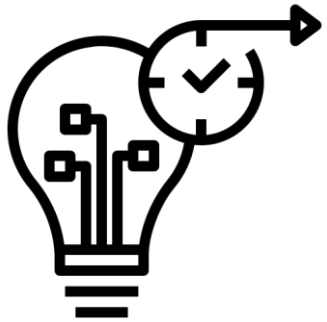
Strategies and Best Practices

- **Public power can meet its requirements under Section 111 by:**
  - Making written findings and determinations.
  - In determinations, if declining to adopt the standard on a basis other than it is already covered, articulating the rationale for doing so.
  - In determinations, if pointing to existing practice as consistent with the standards:
    - Pointing to where “specific steps” have been taken;
    - Identifying pending, relevant actions that “achieve the same objectives” as the standard.



Conclusion

- **In conclusion,**
  - Section 111(d)(20) and (21) are new standards under PURPA that are required to be considered by many public power entities.
  - Now is the time to prepare to meet the “shall consider” requirement.
  - Examples exist that public power can follow to meet the “shall consider” requirement.
  - Thank you to Lincoln Electric System, Sacramento Municipal Utility District, and Seattle City Light for allowing us to cite their past experience with the “shall consider” requirement.



Questions?

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Sources

Statutes

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- Lincoln Electric System, LES Resolution 2009-21 (Dec. 18, 2009).
- Sacramento Mun. Util. Dist., Staff Report and Proposed Board Determination on the Integrated Resource Planning Standard, https://www.smud.org/-/media/Documents/Corporate/About-Us/Reports-and-Documents/Board-Determination-on-PURPA-Standard---Final.ashx.
- Seattle City Light Res. No. 31006 (filed Aug. 22, 2007), http://clerk.seattle.gov/search/resolutions/31006.

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- *Metro. Wash. Bd. of Trade v. Pub. Serv. Com.*, 432 A.2d 343 (D.C. 1981).
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- *Instituting a Proceeding to Consider the Energy Independence and Security Act of 2007 Standards*, Decision and Order, Haw. Pu. Util. Comm'n, Docket No. 2009-0029 (Sep. 30, 2009).
- *In the Matter of Consideration of Adoption of the PURPA Section 111(d)(11) Net Metering Standard, et al.*, Report and Order, Mo. Pub. Serv. Comm'n, Case Nos. EO-2006-0493, *et al.* (July 12, 2007).
- *Order Instituting Rulemaking to Consider Smart Grid Technologies Pursuant to Federal Legislation,* Order Instituting Rulemaking, Cal. Pub. Util. Comm'n, Proceeding No. R.08-12-009 (Dec. 22, 2008).

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Secondary Resources

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- U.S. Dep't of Energy, *Public Utility Regulatory Policies Act of 1978* (includes link to 2009 list of U.S. electric utilities covered by Title I of PURPA), https://www.energy.gov/oe/services/electricity-policy-coordination-and-implementation/other-regulatory-efforts/public.

APPA ACADEMY | AMERICAN PUBLIC POWER ASSOCIATION

Thank you for participating!

✓ Complete the evaluation

AMERICAN PUBLIC POWER ASSOCIATION

United States Code Annotated
Title 16. Conservation
Chapter 46. Public Utility Regulatory Policies (Refs & Annos)
Subchapter II. Standards for Electric Utilities (Refs & Annos)

16 U.S.C.A. § 2621

§ 2621. Consideration and determination respecting certain ratemaking standards

Effective: November 15, 2021
Currentness

(a) Consideration and determination

Each State regulatory authority (with respect to each electric utility for which it has ratemaking authority) and each nonregulated electric utility shall consider each standard established by subsection (d) and make a determination concerning whether or not it is appropriate to implement such standard to carry out the purposes of this chapter. For purposes of such consideration and determination in accordance with subsections (b) and (c), and for purposes of any review of such consideration and determination in any court in accordance with section 2633 of this title, the purposes of this chapter supplement otherwise applicable State law. Nothing in this subsection prohibits any State regulatory authority or nonregulated electric utility from making any determination that it is not appropriate to implement any such standard, pursuant to its authority under otherwise applicable State law.

(b) Procedural requirements for consideration and determination

(1) The consideration referred to in subsection (a) shall be made after public notice and hearing. The determination referred to in subsection (a) shall be--

(A) in writing,

(B) based upon findings included in such determination and upon the evidence presented at the hearing, and

(C) available to the public.

(2) Except as otherwise provided in paragraph (1), in the second sentence of section 2622(a) of this title, and in sections 2631 and 2632 of this title, the procedures for the consideration and determination referred to in subsection (a) shall be those established by the State regulatory authority or the nonregulated electric utility.

(c) Implementation

(1) The State regulatory authority (with respect to each electric utility for which it has ratemaking authority) or nonregulated electric utility may, to the extent consistent with otherwise applicable State law--

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(A) implement any such standard determined under subsection (a) to be appropriate to carry out the purposes of this chapter, or

(B) decline to implement any such standard.

(2) If a State regulatory authority (with respect to each electric utility for which it has ratemaking authority) or nonregulated electric utility declines to implement any standard established by subsection (d) which is determined under subsection (a) to be appropriate to carry out the purposes of this chapter, such authority or nonregulated electric utility shall state in writing the reasons therefor. Such statement of reasons shall be available to the public.

(3) If a State regulatory authority implements a standard established by subsection (d)(7) or (8), such authority shall--

(A) consider the impact that implementation of such standard would have on small businesses engaged in the design, sale, supply, installation or servicing of energy conservation, energy efficiency or other demand side management measures, and

(B) implement such standard so as to assure that utility actions would not provide such utilities with unfair competitive advantages over such small businesses.

(d) Establishment

The following Federal standards are hereby established:

(1) Cost of service

Rates charged by any electric utility for providing electric service to each class of electric consumers shall be designed, to the maximum extent practicable, to reflect the costs of providing electric service to such class, as determined under section 2625(a) of this title.

(2) Declining block rates

The energy component of a rate, or the amount attributable to the energy component in a rate, charged by any electric utility for providing electric service during any period to any class of electric consumers may not decrease as kilowatt-hour consumption by such class increases during such period except to the extent that such utility demonstrates that the costs to such utility of providing electric service to such class, which costs are attributable to such energy component, decrease as such consumption increases during such period.

(3) Time-of-day rates

The rates charged by any electric utility for providing electric service to each class of electric consumers shall be on a time-of-day basis which reflects the costs of providing electric service to such class of electric consumers at different times of the day unless such rates are not cost-effective with respect to such class, as determined under section 2625(b) of this title.

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(4) Seasonal rates

The rates charged by an electric utility for providing electric service to each class of electric consumers shall be on a seasonal basis which reflects the costs of providing service to such class of consumers at different seasons of the year to the extent that such costs vary seasonally for such utility.

(5) Interruptible rates

Each electric utility shall offer each industrial and commercial electric consumer an interruptible rate which reflects the cost of providing interruptible service to the class of which such consumer is a member.

(6) Load management techniques

Each electric utility shall offer to its electric consumers such load management techniques as the State regulatory authority (or the nonregulated electric utility) has determined will--

(A) be practicable and cost-effective, as determined under section 2625(c) of this title,

(B) be reliable, and

(C) provide useful energy or capacity management advantages to the electric utility.

(7) Integrated resource planning

Each electric utility shall employ integrated resource planning. All plans or filings before a State regulatory authority to meet the requirements of this paragraph must be updated on a regular basis, must provide the opportunity for public participation and comment, and contain a requirement that the plan be implemented.

(8) Investments in conservation and demand management

The rates allowed to be charged by a State regulated electric utility shall be such that the utility's investment in and expenditures for energy conservation, energy efficiency resources, and other demand side management measures are at least as profitable, giving appropriate consideration to income lost from reduced sales due to investments in and expenditures for conservation and efficiency, as its investments in and expenditures for the construction of new generation, transmission, and distribution equipment. Such energy conservation, energy efficiency resources and other demand side management measures shall be appropriately monitored and evaluated.

(9) Energy efficiency investments in power generation and supply

The rates charged by any electric utility shall be such that the utility is encouraged to make investments in, and expenditures for, all cost-effective improvements in the energy efficiency of power generation, transmission and distribution. In considering regulatory changes to achieve the objectives of this paragraph, State regulatory authorities and nonregulated electric utilities

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shall consider the disincentives caused by existing ratemaking policies, and practices, and consider incentives that would encourage better maintenance, and investment in more efficient power generation, transmission and distribution equipment.

(10) Consideration of the effects of wholesale power purchases on utility cost of capital; effects of leveraged capital structures on the reliability of wholesale power sellers; and assurance of adequate fuel supplies

(A) To the extent that a State regulatory authority requires or allows electric utilities for which it has ratemaking authority to consider the purchase of long-term wholesale power supplies as a means of meeting electric demand, such authority shall perform a general evaluation of:

(i) the potential for increases or decreases in the costs of capital for such utilities, and any resulting increases or decreases in the retail rates paid by electric consumers, that may result from purchases of long-term wholesale power supplies in lieu of the construction of new generation facilities by such utilities;

(ii) whether the use by exempt wholesale generators (as defined in section 79z-5a [1] of Title 15) of capital structures which employ proportionally greater amounts of debt than the capital structures of such utilities threatens reliability or provides an unfair advantage for exempt wholesale generators over such utilities;

(iii) whether to implement procedures for the advance approval or disapproval of the purchase of a particular long-term wholesale power supply; and

(iv) whether to require as a condition for the approval of the purchase of power that there be reasonable assurances of fuel supply adequacy.

(B) For purposes of implementing the provisions of this paragraph, any reference contained in this section to November 9, 1978, shall be deemed to be a reference to October 24, 1992.

(C) Notwithstanding any other provision of Federal law, nothing in this paragraph shall prevent a State regulatory authority from taking such action, including action with respect to the allowable capital structure of exempt wholesale generators, as such State regulatory authority may determine to be in the public interest as a result of performing evaluations under the standards of subparagraph (A).

(D) Notwithstanding section 2634 of this title and paragraphs (1) and (2) of section 2622(a) of this title, each State regulatory authority shall consider and make a determination concerning the standards of subparagraph (A) in accordance with the requirements of subsections (a) and (b) of this section, without regard to any proceedings commenced prior to October 24, 1992.

(E) Notwithstanding subsections (b) and (c) of section 2622 of this title, each State regulatory authority shall consider and make a determination concerning whether it is appropriate to implement the standards set out in subparagraph (A) not later than one year after October 24, 1992.

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(11) Net metering

Each electric utility shall make available upon request net metering service to any electric consumer that the electric utility serves. For purposes of this paragraph, the term "net metering service" means service to an electric consumer under which electric energy generated by that electric consumer from an eligible on-site generating facility and delivered to the local distribution facilities may be used to offset electric energy provided by the electric utility to the electric consumer during the applicable billing period.

(12) Fuel sources

Each electric utility shall develop a plan to minimize dependence on 1 fuel source and to ensure that the electric energy it sells to consumers is generated using a diverse range of fuels and technologies, including renewable technologies.

(13) Fossil fuel generation efficiency

Each electric utility shall develop and implement a 10-year plan to increase the efficiency of its fossil fuel generation.

(14) Time-based metering and communications

(A) Not later than 18 months after August 8, 2005, each electric utility shall offer each of its customer classes, and provide individual customers upon customer request, a time-based rate schedule under which the rate charged by the electric utility varies during different time periods and reflects the variance, if any, in the utility's costs of generating and purchasing electricity at the wholesale level. The time-based rate schedule shall enable the electric consumer to manage energy use and cost through advanced metering and communications technology.

(B) The types of time-based rate schedules that may be offered under the schedule referred to in subparagraph (A) include, among others--

(i) time-of-use pricing whereby electricity prices are set for a specific time period on an advance or forward basis, typically not changing more often than twice a year, based on the utility's cost of generating and/or purchasing such electricity at the wholesale level for the benefit of the consumer. Prices paid for energy consumed during these periods shall be pre-established and known to consumers in advance of such consumption, allowing them to vary their demand and usage in response to such prices and manage their energy costs by shifting usage to a lower cost period or reducing their consumption overall;

(ii) critical peak pricing whereby time-of-use prices are in effect except for certain peak days, when prices may reflect the costs of generating and/or purchasing electricity at the wholesale level and when consumers may receive additional discounts for reducing peak period energy consumption;

(iii) real-time pricing whereby electricity prices are set for a specific time period on an advanced or forward basis, reflecting the utility's cost of generating and/or purchasing electricity at the wholesale level, and may change as often as hourly; and

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(iv) credits for consumers with large loads who enter into pre-established peak load reduction agreements that reduce a utility's planned capacity obligations.

(C) Each electric utility subject to subparagraph (A) shall provide each customer requesting a time-based rate with a time-based meter capable of enabling the utility and customer to offer and receive such rate, respectively.

(D) For purposes of implementing this paragraph, any reference contained in this section to November 9, 1978, shall be deemed to be a reference to August 8, 2005.

(E) In a State that permits third-party marketers to sell electric energy to retail electric consumers, such consumers shall be entitled to receive the same time-based metering and communications device and service as a retail electric consumer of the electric utility.

(F) Notwithstanding subsections (b) and (c) of section 2622 of this title, each State regulatory authority shall, not later than 18 months after August 8, 2005, conduct an investigation in accordance with section 2625(i) of this title and issue a decision whether it is appropriate to implement the standards set out in subparagraphs (A) and (C).

(15) Interconnection

Each electric utility shall make available, upon request, interconnection service to any electric consumer that the electric utility serves. For purposes of this paragraph, the term "interconnection service" means service to an electric consumer under which an on-site generating facility on the consumer's premises shall be connected to the local distribution facilities. Interconnection services shall be offered based upon the standards developed by the Institute of Electrical and Electronics Engineers: IEEE Standard 1547 for Interconnecting Distributed Resources with Electric Power Systems, as they may be amended from time to time. In addition, agreements and procedures shall be established whereby the services are offered shall promote current best practices of interconnection for distributed generation, including but not limited to practices stipulated in model codes adopted by associations of state regulatory agencies. All such agreements and procedures shall be just and reasonable, and not unduly discriminatory or preferential.

(16) Integrated resource planning

Each electric utility shall--

(A) integrate energy efficiency resources into utility, State, and regional plans; and

(B) adopt policies establishing cost-effective energy efficiency as a priority resource.

(17) Rate design modifications to promote energy efficiency investments

(A) In general

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The rates allowed to be charged by any electric utility shall--

(i) align utility incentives with the delivery of cost-effective energy efficiency; and

(ii) promote energy efficiency investments.

(B) Policy options

In complying with subparagraph (A), each State regulatory authority and each nonregulated utility shall consider--

(i) removing the throughput incentive and other regulatory and management disincentives to energy efficiency;

(ii) providing utility incentives for the successful management of energy efficiency programs;

(iii) including the impact on adoption of energy efficiency as 1 of the goals of retail rate design, recognizing that energy efficiency must be balanced with other objectives;

(iv) adopting rate designs that encourage energy efficiency for each customer class;

(v) allowing timely recovery of energy efficiency-related costs; and

(vi) offering home energy audits, offering demand response programs, publicizing the financial and environmental benefits associated with making home energy efficiency improvements, and educating homeowners about all existing Federal and State incentives, including the availability of low-cost loans, that make energy efficiency improvements more affordable.

(18) Consideration of smart grid investments

(A) In general

Each State shall consider requiring that, prior to undertaking investments in nonadvanced grid technologies, an electric utility of the State demonstrate to the State that the electric utility considered an investment in a qualified smart grid system based on appropriate factors, including--

(i) total costs;

(ii) cost-effectiveness;

(iii) improved reliability;

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(iv) security;

(v) system performance; and

(vi) societal benefit.

(B) Rate recovery

Each State shall consider authorizing each electric utility of the State to recover from ratepayers any capital, operating expenditure, or other costs of the electric utility relating to the deployment of a qualified smart grid system, including a reasonable rate of return on the capital expenditures of the electric utility for the deployment of the qualified smart grid system.

(C) Obsolete equipment

Each State shall consider authorizing any electric utility or other party of the State to deploy a qualified smart grid system to recover in a timely manner the remaining book-value costs of any equipment rendered obsolete by the deployment of the qualified smart grid system, based on the remaining depreciable life of the obsolete equipment.

(19) Smart grid information

(A) Standard

All electricity purchasers shall be provided direct access, in written or electronic machine-readable form as appropriate, to information from their electricity provider as provided in subparagraph (B).

(B) Information

Information provided under this section, to the extent practicable, shall include:

(i) Prices

Purchasers and other interested persons shall be provided with information on--

(I) time-based electricity prices in the wholesale electricity market; and

(II) time-based electricity retail prices or rates that are available to the purchasers.

(ii) Usage

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Purchasers shall be provided with the number of electricity units, expressed in kwh, purchased by them.

(iii) Intervals and projections

Updates of information on prices and usage shall be offered on not less than a daily basis, shall include hourly price and use information, where available, and shall include a day-ahead projection of such price information to the extent available.

(iv) Sources

Purchasers and other interested persons shall be provided annually with written information on the sources of the power provided by the utility, to the extent it can be determined, by type of generation, including greenhouse gas emissions associated with each type of generation, for intervals during which such information is available on a cost-effective basis.

(C) Access

Purchasers shall be able to access their own information at any time through the Internet and on other means of communication elected by that utility for Smart Grid applications. Other interested persons shall be able to access information not specific to any purchaser through the Internet. Information specific to any purchaser shall be provided solely to that purchaser.

(20) Demand-response practices

(A) In general

Each electric utility shall promote the use of demand-response and demand flexibility practices by commercial, residential, and industrial consumers to reduce electricity consumption during periods of unusually high demand.

(B) Rate recovery

(i) In general

Each State regulatory authority shall consider establishing rate mechanisms allowing an electric utility with respect to which the State regulatory authority has ratemaking authority to timely recover the costs of promoting demand-response and demand flexibility practices in accordance with subparagraph (A).

(ii) Nonregulated electric utilities

A nonregulated electric utility may establish rate mechanisms for the timely recovery of the costs of promoting demand-response and demand flexibility practices in accordance with subparagraph (A).

(21) Electric vehicle charging programs

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Each State shall consider measures to promote greater electrification of the transportation sector, including the establishment of rates that--

(A) promote affordable and equitable electric vehicle charging options for residential, commercial, and public electric vehicle charging infrastructure;

(B) improve the customer experience associated with electric vehicle charging, including by reducing charging times for light-, medium-, and heavy-duty vehicles;

(C) accelerate third-party investment in electric vehicle charging for light-, medium-, and heavy-duty vehicles; and

(D) appropriately recover the marginal costs of delivering electricity to electric vehicles and electric vehicle charging infrastructure.

CREDIT(S)

(Pub.L. 95-617, Title I, § 111, Nov. 9, 1978, 92 Stat. 3121; Pub.L. 102-486, Title I, § 111(a), (b), Title VII, § 712, Oct. 24, 1992, 106 Stat. 2795, 2910; Pub.L. 109-58, Title XII, §§ 1251(a), 1252(a), 1254(a), Aug. 8, 2005, 119 Stat. 962, 963, 970; Pub.L. 110-140, Title V, § 532(a), Title XIII, § 1307(a), Dec. 19, 2007, 121 Stat. 1665, 1791; Pub.L. 111-5, Div. A, Title IV, § 408(a), Feb. 17, 2009, 123 Stat. 146; Pub.L. 117-58, Div. D, Title I, § 40104(a)(1), Title IV, § 40431(a), Nov. 15, 2021, 135 Stat. 930, 1047.)

Footnotes

1 Repealed by Pub.L. 109-58, Title XII, § 1263, Aug. 8, 2005, 119 Stat. 974.

16 U.S.C.A. § 2621, 16 USCA § 2621
Current through P.L. 117-179. Some statute sections may be more current, see credits for details.

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United States Code Annotated
Title 16. Conservation
Chapter 46. Public Utility Regulatory Policies (Refs & Annos)
Subchapter II. Standards for Electric Utilities (Refs & Annos)

16 U.S.C.A. § 2622

§ 2622. Obligations to consider and determine

Effective: November 15, 2021
Currentness

(a) Request for consideration and determination

Each State regulatory authority (with respect to each electric utility for which it has ratemaking authority) and each nonregulated electric utility may undertake the consideration and make the determination referred to in section 2621 of this title with respect to any standard established by section 2621(d) of this title in any proceeding respecting the rates of the electric utility. Any participant or intervenor (including an intervenor referred to in section 2631 of this title) in such a proceeding may request, and shall obtain, such consideration and determination in such proceeding. In undertaking such consideration and making such determination in any such proceeding with respect to the application to any electric utility of any standard established by section 2621(d) of this title, a State regulatory authority (with respect to an electric utility for which it has ratemaking authority) or nonregulated electric utility may take into account in such proceeding--

(1) any appropriate prior determination with respect to such standard--

(A) which is made in a proceeding which takes place after November 9, 1978, or

(B) which was made before such date (or is made in a proceeding pending on such date) and complies, as provided in section 2634 of this title, with the requirements of this chapter; and

(2) the evidence upon which such prior determination was based (if such evidence is referenced in such proceeding).

(b) Time limitations

(1) Not later than 2 years after November 9, 1978 (or after October 24, 1992, in the case of standards under paragraphs (7), (8), and (9) of section 2621(d) of this title), each State regulatory authority (with respect to each electric utility for which it has ratemaking authority) and each nonregulated electric utility shall commence the consideration referred to in section 2621 of this title, or set a hearing date for such consideration, with respect to each standard established by section 2621(d) of this title.

(2) Not later than three years after November 9, 1978 (or after October 24, 1992, in the case of standards under paragraphs (7), (8), and (9) of section 2621(d) of this title), each State regulatory authority (with respect to each electric utility for which it has

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ratemaking authority), and each nonregulated electric utility, shall complete the consideration, and shall make the determination, referred to in section 2621 of this title with respect to each standard established by section 2621(d) of this title.

(3)(A) Not later than 2 years after August 8, 2005, each State regulatory authority (with respect to each electric utility for which it has ratemaking authority) and each nonregulated electric utility shall commence the consideration referred to in section 2621 of this title, or set a hearing date for such consideration, with respect to each standard established by paragraphs (11) through (13) of section 2621(d) of this title.

(B) Not later than 3 years after August 8, 2005, each State regulatory authority (with respect to each electric utility for which it has ratemaking authority), and each nonregulated electric utility, shall complete the consideration, and shall make the determination, referred to in section 2621 of this title with respect to each standard established by paragraphs (11) through (13) of section 2621(d) of this title.

(4)(A) Not later than 1 year after August 8, 2005, each State regulatory authority (with respect to each electric utility for which it has ratemaking authority) and each nonregulated electric utility shall commence the consideration referred to in section 2621 of this title, or set a hearing date for such consideration, with respect to the standard established by paragraph (14) of section 2621(d) of this title.

(B) Not later than 2 years after August 8, 2005, each State regulatory authority (with respect to each electric utility for which it has ratemaking authority), and each nonregulated electric utility, shall complete the consideration, and shall make the determination, referred to in section 2621 of this title with respect to the standard established by paragraph (14) of section 2621(d) of this title.

(5)(A) Not later than 1 year after August 8, 2005, each State regulatory authority (with respect to each electric utility for which it has ratemaking authority) and each nonregulated utility shall commence the consideration referred to in section 2621 of this title, or set a hearing date for consideration, with respect to the standard established by paragraph (15) of section 2621(d) of this title.

(B) Not later than two years after August 8, 2005, each State regulatory authority (with respect to each electric utility for which it has ratemaking authority), and each nonregulated electric utility, shall complete the consideration, and shall make the determination, referred to in section 2621 of this title with respect to each standard established by paragraph (15) of section 2621(d) of this title.

(6)(A) Not later than 1 year after December 19, 2007, each State regulatory authority (with respect to each electric utility for which it has ratemaking authority) and each nonregulated utility shall commence the consideration referred to in section 2621 of this title, or set a hearing date for consideration, with respect to the standards established by paragraphs (16) through (19) of section 2621(d) of this title.

(B) Not later than 2 years after December 19, 2007, each State regulatory authority (with respect to each electric utility for which it has ratemaking authority), and each nonregulated electric utility, shall complete the consideration, and shall make the determination, referred to in section 2621 of this title with respect to each standard established by paragraphs (16) through (19) of section 2621(d) of this title.

(7)(A) Not later than 1 year after November 15, 2021, each State regulatory authority (with respect to each electric utility for which the State has ratemaking authority) and each nonregulated electric utility shall commence consideration under section

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2621 of this title, or set a hearing date for consideration, with respect to the standard established by paragraph (20) of section 2621(d) of this title.

(B) Not later than 2 years after November 15, 2021, each State regulatory authority (with respect to each electric utility for which the State has ratemaking authority), and each nonregulated electric utility shall complete the consideration and make the determination under section 2621 of this title with respect to the standard established by paragraph (20) of section 2621(d) of this title.

(8)(A) Not later than 1 year after November 15, 2021, each State regulatory authority (with respect to each electric utility for which the State has ratemaking authority) and each nonregulated utility shall commence consideration under section 2621 of this title, or set a hearing date for consideration, with respect to the standard established by paragraph (21) of section 2621(d) of this title.

(B) Not later than 2 years after November 15, 2021, each State regulatory authority (with respect to each electric utility for which the State has ratemaking authority), and each nonregulated electric utility shall complete the consideration and make the determination under section 2621 of this title with respect to the standard established by paragraph (21) of section 2621(d) of this title.

(c) Failure to comply

Each State regulatory authority (with respect to each electric utility for which it has ratemaking authority) and each nonregulated electric utility shall undertake the consideration, and make the determination, referred to in section 2621 of this title with respect to each standard established by section 2621(d) of this title in the first rate proceeding commenced after the date three years after November 9, 1978, respecting the rates of such utility if such State regulatory authority or nonregulated electric utility has not, before such date, complied with subsection (b)(2) with respect to such standard. In the case of each standard established by paragraphs (11) through (13) of section 2621(d) of this title, the reference contained in this subsection to November 9, 1978, shall be deemed to be a reference to August 8, 2005. In the case of the standard established by paragraph (14) of section 2621(d) of this title, the reference contained in this subsection to November 9, 1978, shall be deemed to be a reference to August 8, 2005. In the case of the standard established by paragraph (15) of section 2621(d) of this title, the reference contained in this subsection to November 9, 1978, shall be deemed to be a reference to August 8, 2005. In the case of the standards established by paragraphs (16) through (19) of section 2621(d) of this title, the reference contained in this subsection to November 9, 1978, shall be deemed to be a reference to December 19, 2007. In the case of the standard established by paragraph (20) of section 2621(d) of this title, the reference contained in this subsection to November 9, 1978, shall be deemed to be a reference to November 15, 2021. In the case of the standard established by paragraph (21) of section 2621(d) of this title, the reference contained in this subsection to November 9, 1978, shall be deemed to be a reference to November 15, 2021.

(d) Prior State actions relating to standard under certain paragraphs of section 2621(d)

Subsections (b) and (c) of this section shall not apply to the standards established by paragraphs (11) through (13) and paragraphs (16) through (19) of section 2621(d) of this title in the case of any electric utility in a State if, before August 8, 2005--

(1) the State has implemented for such utility the standard concerned (or a comparable standard);

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(2) the State regulatory authority for such State or relevant nonregulated electric utility has conducted a proceeding to consider implementation of the standard concerned (or a comparable standard) for such utility; or

(3) the State legislature has voted on the implementation of such standard (or a comparable standard) for such utility.

(e) Prior State actions relating to standard under section 2621(d)(14)

Subsections (b) and (c) of this section shall not apply to the standard established by paragraph (14) of section 2621(d) of this title in the case of any electric utility in a State if, before August 8, 2005--

(1) the State has implemented for such utility the standard concerned (or a comparable standard);

(2) the State regulatory authority for such State or relevant nonregulated electric utility has conducted a proceeding to consider implementation of the standard concerned (or a comparable standard) for such utility within the previous 3 years; or

(3) the State legislature has voted on the implementation of such standard (or a comparable standard) for such utility within the previous 3 years.

(f) Prior State actions relating to standard under section 2621(d)(15)

Subsections (b) and (c) of this section shall not apply to the standard established by paragraph (15) of section 2621(d) of this title in the case of any electric utility in a State if, before August 8, 2005--

(1) the State has implemented for such utility the standard concerned (or a comparable standard);

(2) the State regulatory authority for such State or relevant nonregulated electric utility has conducted a proceeding to consider implementation of the standard concerned (or a comparable standard) for such utility; or

(3) the State legislature has voted on the implementation of such standard (or a comparable standard) for such utility.

(g) Prior State actions

Subsections (b) and (c) shall not apply to the standard established by paragraph (20) of section 2621(d) of this title in the case of any electric utility in a State if, before November 15, 2021--

(1) the State has implemented for the electric utility the standard (or a comparable standard);

(2) the State regulatory authority for the State or the relevant nonregulated electric utility has conducted a proceeding to consider implementation of the standard (or a comparable standard) for the electric utility; or

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(3) the State legislature has voted on the implementation of the standard (or a comparable standard) for the electric utility.

(h) Other prior State actions

Subsections (b) and (c) shall not apply to the standard established by paragraph (21) of section 2621(d) of this title in the case of any electric utility in a State if, before November 15, 2021--

(1) the State has implemented for the electric utility the standard (or a comparable standard);

(2) the State regulatory authority for the State or the relevant nonregulated electric utility has conducted a proceeding to consider implementation of the standard (or a comparable standard) for the electric utility; or

(3) the State legislature has voted on the implementation of the standard (or a comparable standard) for the electric utility during the 3-year period ending on November 15, 2021.

CREDIT(S)

(Pub.L. 95-617, Title I, § 112, Nov. 9, 1978, 92 Stat. 3122; Pub.L. 102-486, Title I, § 111(c), Oct. 24, 1992, 106 Stat. 2795; Pub.L. 109-58, Title XII, §§ 1251(b)(1) to (3)(A), 1252(g) to (i)(1), 1254(b)(1) to (3)(A), Aug. 8, 2005, 119 Stat. 963, 966, 967, 971; Pub.L. 110-140, Title XIII, § 1307(b), Dec. 19, 2007, 121 Stat. 1793; Pub.L. 111-5, Div. A, Title IV, § 408(b), Feb. 17, 2009, 123 Stat. 146; Pub.L. 117-58, Div. D, Title I, § 40104(a)(2)(A) to (C)(i), Title IV, § 40431(b)(1) to (3)(A), Nov. 15, 2021, 135 Stat. 931, 1048.)

16 U.S.C.A. § 2622, 16 USCA § 2622
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City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.3.

Meeting Date: November 14, 2022

From: Andi Purvis, (City Clerk)

Subject: Resolution of the City Commission of the City of Leesburg, Florida accepting a Utility Easement to the City of Leesburg from Wooden Cork, LLC, 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 Easment from Wooden Cork, LLC, for the property described therein.

Analysis:
Wooden Cork, LLC, a Florida limited liability company, is granting a Utility Easement to the City of Leesburg, Florida for the purpose of construction, installation, repair, maintenance, replacement, and improvement of underground or above ground utilities, including but not limited to water, sewer, reuse water, natural gas, and electricity.

Procurement Analysis:
N/A

Options:
1. Adopt the Resolution accepting and approving the Utility Easement as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:
None

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA ACCEPTING A UTILITY EASEMENT TO THE CITY OF LEESBURG FROM WOODEN CORK, LLC, 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 Wooden Cork, LLC, a Florida limited liability company, 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 14th day of November 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 PERMANENT UTILITY EASEMENT ("**Easement**") is hereby granted by **WOODEN CORK, LLC,** a Florida limited liability company, whose mailing address is 1714 Alden Road, Orlando, Florida 32803, ("**GRANTOR,**") to **THE CITY OF LEESBURG, FLORIDA**, whose mailing address is P.O. Box 490630, Leesburg, Florida 34749-0630, and its successors and assigns ("**GRANTEE**");

WITNESSETH:

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

SEE THE SKETCH OF DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"

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

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

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

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

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

WITNESSES:

Signature
Peggy Mosh
Printed Name

Signature
Andrea Cosentino
Printed Name

GRANTOR:

WOODEN CORK, LLC, a Florida limited liability company

By: _____

Print: Michael Blackton

Title: Manager

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization this 21st day of September, 2022, by Michael Blackton, Manager of Wooden Cork, LLC, a Florida limited liability company, who is [X] personally known to me or [ ] who produced the following identification:

Notary Public Signature
Nancy V. da Silva
Notary Public Name

My Commission Number: GG 355416
My Expiration Date: July 16, 2023

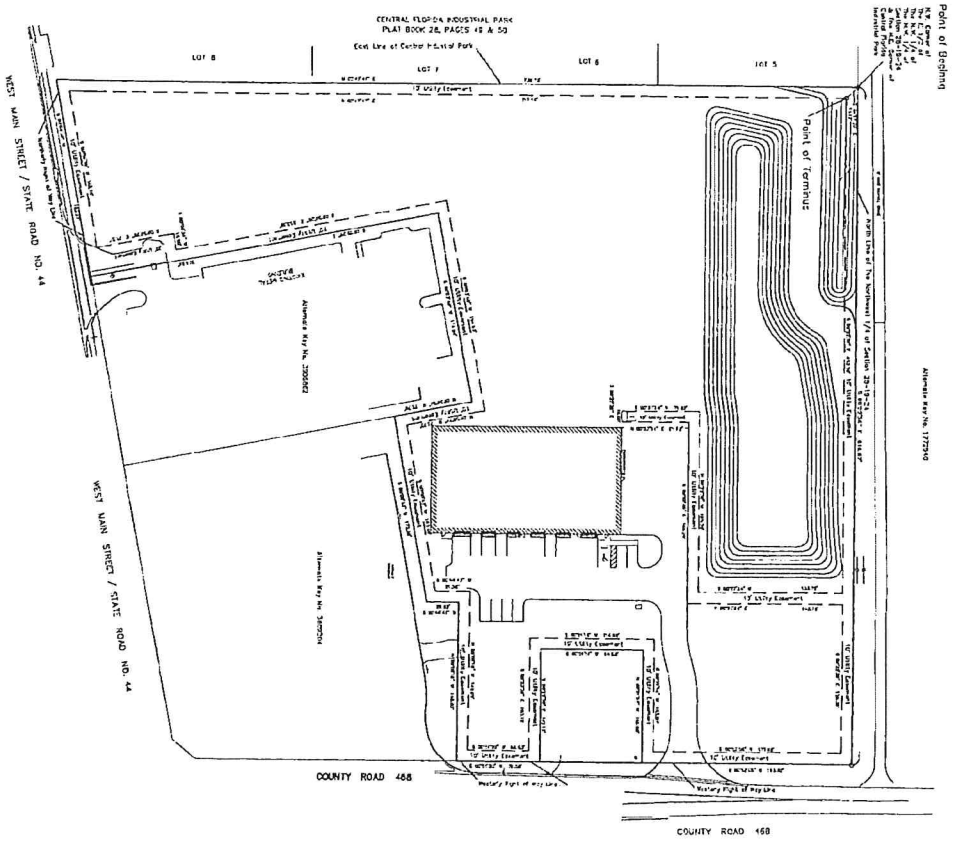
(seal)

NANCY V. DA SILVA
MY COMMISSION # GG 355416
EXPIRES: July 16, 2023
Bonded Thru Notary Public Underwriters

EXHIBIT "A"

BLACKTON ROOFING & FLOORING 10.00' UTILITY EASEMENT

Begin at the Northwest Corner of the East 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 28, Township 19 South, Range 24 East and the Northeast of Central Florida Industrial Park; thence along the North Line of the Northwest 1/4 of Section 28-19-24 North 89°23'36" East 618.67 feet to the Westerly Right of Way Line of County Road 468; thence along said Westerly Right of Way Line of County Road 468 South 05°52'5" South 193.82 feet to a point on said Westerly Right of Way of County Road 468; thence North 89°21'54" West 104.03 feet to a point; thence South 00°51'19" West 94.48 feet to a point; thence South 89°23'35" East 103.15 feet to a point on the said Westerly Right of Way Line of County Road 468 South 05°19'0" West 76.58 feet to a point said Westerly Right of Way Line; thence North 89°08'16" West 145.03 feet to a point; thence South 00°44'0" West 76.67 feet to a point; thence North 89°15'51" West 22.76 feet to a point; thence North 89°03'45" West 174.94 feet to a point; thence South 09°55'26" East 324.83 feet to a point on the said Northerly Right of Way Line along the said Northerly Right of Way Line South 89°04'36" West 183.27 feet to a point on the said Northerly Right of Way Line State Road 44; thence along the East 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 28-19-24 and the East Line of Central Florida Industrial Park North 00°0'47" East 739.38 feet point on the North Line of the Northwest 1/4 of Section 28-19-24 and the point of beginning of this description; thence continuing South 04°17'20" East 14.1 feet to point; thence paralleling the North Line of the Northwest 1/4 of Section 28-19-24 South 89°23'36" East 10.00 feet to a point; thence North 00°37'24" East 63.62 feet to a point; thence South 89°23'36" East 165.26 feet to point; thence North 00°37'24" East 143.35 to a point; thence paralleling the North Line of the Northwest 1/4 of Section 28-19-24 South 89°23'36" East 136.38' to a point; thence paralleling the Westerly Right of Way Line of County Road 468 South 00°52'05" West 173.82 feet to a point; thence North 89°21'54" West 103.03 feet to a point; thence South 00°51'19" West 114.86 feet to a point; thence South 89°23'35" East 103.15 feet to a point; thence paralleling the Northerly Right of Way Line County Road 468 South 00°51'27" West 56.53 feet to a point; thence North 89°08'16" West 145.05 feet to a point; thence South 00°44'43" West 31.36' to a point; thence South 80°02'47" West 153.98 feet to a point; thence North 09°58'51" West 21.75 feet to a point; thence South 80°03'49" West 154.53 feet to a point; thence South 09°55'26" East 354.38 feet to point; thence South 80°04'34" West 15.00 feet to a point; thence South 09°55'26" East 71.51 feet to a point; thence paralleling the Northerly Right of Way Line of State Route 44 South 80°04'36" West 145.16 feet to a point; thence paralleling the East Line of the Northwest 1/4 of the Northwest 1/4 of Section 28-19-24 and the East Line of Central Florida Industrial Park North 00°47'47" East 717.24 FEET to POINT OF TERMINUS.



EDWARD R. PETULLA
PROFESSIONAL LAND SURVEYING

EDWARD R. PETULLA, P.L.S.
101 HOWEY AVENUE
LEESBURG, FL 34748

SHEET 1 PROJECT NUMBER: DRAWING FILE NUMBER:

SKETCH OF DESCRIPTION

SECTION 28-19-24

BLACKTON ROOFING and FLOORING

LEESBURG, FLORIDA

EDWARD R. PETULLA, P.L.S. Date

NOTE: 1) Not valid unless all the sheets and cited pages contained with the description and certification noted herein are attached hereto.
2) Bearings shown hereon are based on the assumed bearing of the North line of the Northwest 1/4 of the Northwest 1/4 of Section 28-19-24 as being South 89°23'36" East.

REVISION	NO.	BY	DATE
SCALE	1" = 50'		
DRAWN	ERP	DATE	03/08/22

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.4.

Meeting Date: November 14, 2022

From: Andi Purvis, (City Clerk)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the City Manager to execute a Settlement Agreement between the City of Leesburg and Alabama, LLC for the purpose of setting forth terms in which the parties will resolve the pending legal action concerning liens against property owned by Alabama, LLC; and providing an effective date.

Staff Recommendation:
Staff recommends accepting and approving the Resolution authorizing the City Manager to execute a settlement agreement between the City and Alabama, LLC and to authorize the City Manager or Special Magistrate to execute and record appropriate releases of liens consistent with the agreement.

Analysis:
The City of Leesburg and Alabama, LLC have litigation between them in the Circuit Court of the Fifth Judicial Circuit, in and for Lake County, Florida, concerning code violations and liens against properties acquired by Alabama, LLC (Case # 35-2022-CA-001403 and Case # 35-2021-CA-000637). The properties are now in compliance with City Code and the settlement agreement has the effect of avoiding further litigation and related expenses and settling all differences relating to the prior code violations.

Procurement Analysis:
N/A

Options:
1. Adopt the Resolution authorizing the City Manager to execute the settlement agreement as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:
None

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A SETTLEMENT AGREEMENT BETWEEN THE CITY OF LEESBURG AND ALABAMA, LLC FOR THE PURPOSE OF SETTING FORTH TERMS IN WHICH THE PARTIES WILL RESOLVE THE PENDING LEGAL ACTION CONCERNING LIENS AGAINST PROPERTY OWNED BY ALABAMA, LLC; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the City Manager is hereby authorized to execute a Settlement Agreement between the City of Leesburg and Alabama, LLC for the purpose of setting forth terms in which the parties will resolve the pending legal actions concerning liens against property owned by Alabama, LLC. The City Manager and/or Special Magistrate are further authorized to execute and record releases of lien in accordance with the terms of the Settlement Agreement.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 14th day of November 2022.

_____
Mayor

ATTEST:

_____
City Clerk

SETTLEMENT AGREEMENT AND RELEASE

This SETTLEMENT AGREEMENT AND RELEASE (hereinafter referred to as "Agreement") is entered into by and between ALABAMA, LLC (hereinafter "ALABAMA") and THE CITY OF LEESBURG, FLORIDA, Inc. (hereinafter the "CITY") (each a "Party" and collectively the "Parties").

RECITALS

WHEREAS, ALABAMA is the owner of the following real properties (collectively the "Properties" in Lake County, Florida):

PROPERTY A

Address:
114 N Chester Street, Leesburg, FL 34748 (hereinafter "Property A")
Legal Description:
Lot 7, Block N, W.C. WILKINS OAK CREST SUBDIVISION, according to the plat thereof recorded in Plat Book 4, Page 58, Public Records of Lake County, Florida
Parcel Identification Number:
27-19-24-1700-00N-00700

PROPERTY B

Address:
4 Lucerne Circle, Leesburg, FL 34748 (hereinafter "Property B"):
Legal Description:
Lot 8, starting at a point 343 feet East of the Southwest corner of the Southeast 1/4 of the Northwest 1/4 of Section 26, Township 19 South, Range 24 East, run thence North 3°14' East 40.06 feet for a Point of Beginning for this description; run thence North 3°14' East 40.06 feet; thence East 207.08 feet to the Western boundary of the road or street; thence South 40 feet; thence West 209.08 feet to the Point of Beginning; said land otherwise known as Lot 8, LUCERNE CIRCLE, according to a map or plat attached to a deed recorded in Deed Book 226, Page 433, Public Records of Lake County, Florida
Parcel Identification Number:
26-19-24-2300-000-00800

WHEREAS, the Properties are within the municipal limits of the CITY.

WHEREAS, the Parties have litigation between them in the Circuit Court of the Fifth Judicial Circuit, in and for Lake County, Florida, concerning liens against the Properties, Case # 35-2022-CA-001403 (referred to as the "Lawsuit"); and

WHEREAS, ALABAMA and the CITY desire to avoid further litigation and settle fully and finally all differences among them relating to the foregoing issues, subject to the terms of this Agreement including all claims and counterclaims asserted or that could be asserted including claims for attorney's fees and costs.

NOW THEREFORE, in consideration of the foregoing representations and mutual covenants, promises, and considerations hereinafter set forth, and with the intent to be legally bound, it is hereby agreed between the Parties as follows:

TERMS

Preface. The parties stipulate and agree that the foregoing Recitals are true and correct and are hereby incorporated as if fully set forth herein.

1. **Effective Date.** The effective date of this Agreement ("Effective Date") is the date the last Party executes the Agreement.

2. **Settlement**. The terms of the settlement are as follows:

   a. ALABAMA agrees to pay the CITY Five Thousand Dollars and no cents ($5,000.00) within one (1) week of agreement approval by the City Commission, payable to the City of Leesburg, Florida.

   b. Within twenty (20) days after receiving payment, The CITY agrees to satisfy and record releases of any and all code enforcement orders and/or liens encumbering the Properties, including those related to the following code enforcement case numbers:

      -Case no. 18-694 (against BMS Holdings LLC) (recorded in Official Records Book 5206, Page 1779, Public Records of Lake County, Florida)

      -Case no. 19-359 (against BMS Holdings LLC) (recorded in Official Records Book 5325, Page 871, Public Records of Lake County, Florida)

      -Case no. 20-2 (against Mountaintops LLC) (recorded in Official Records Book 5550, Page 1861, Public Records of Lake County, Florida)

      (collectively referred to hereinafter as the "Liens").

   c. Within ten (10) days of after receiving payment, the CITY shall also dismiss with prejudice the following related foreclosure case, which is filed and remains pending in Circuit Court in Lake County, Florida:

      -City of Leesburg, Florida v. Alabama LLC, et al., Case # 35-2021-CA-000637

   d. Within ten (10) days after the performance of all conditions specified in the above paragraphs 2a. through and including 2c., Plaintiff shall file a notice of dismissing the Lawsuit against the CITY with prejudice. Each Party shall bear its own attorneys' fees and costs.

3. **Release; Restrictive Covenants.**

3.1 Mutual Release. The Parties hereby release and forever discharge each other, including their respective agents, affiliates, officers, attorneys, assignees and insurers (collectively, the "Released Parties"), from any and all actions, causes of actions, suits, debts, dues, sums of money, accounts, reckonings, binds, bills, specialties, covenants, contracts, controversies, damages, judgments, executions, claims, and demands whatsoever, in law or equity, whether known or unknown (collectively, "Claims"), which the Parties ever had, now have or hereafter can, shall or may have from the beginning of the world until the Effective Date of this Agreement, for any relief or damages, including attorneys' fees, costs, expenses, or compensation of any kind, whether known or unknown, accrued or unaccrued, asserted or unasserted, including, without limitation, any and all Claims which were or which could have been raised in the Lawsuit. The Parties understand, acknowledge, and agree that this release is a full and final bar to pursuing these Claims. The CITY specifically agrees to release all claims against any party in any way arising from or related to the Liens.

3.2 Covenant Not to Sue. The Parties hereby covenant and agree not to commence, maintain or join in any suit, action or proceeding in any way related to or arising from any of the Claims or Liens.

4. **No Admission.** The Parties agree that this Agreement is a compromise of disputed claims and that any agreements or covenants contained herein, settlement payments made hereunder, and any releases exchanged between the Parties pursuant to the terms of this Agreement, shall not be construed or otherwise interpreted as an admission of liability or responsibility on the part of any of the Parties hereto, and that each of the Parties to this Agreement deny liability and intend merely to avoid further litigation and to, in good faith, resolve their differences. No Party to this Agreement admits to any fault or wrongdoing of any kind.

5. **Confidentiality.** The Parties acknowledge that the existence and the terms of this Agreement and any oral or written information exchanged between the Parties in connection with the preparation and performance of this Agreement are regarded as confidential information. Each Party shall maintain confidentiality of all such confidential information, and without obtaining the written consent of the other Party, and shall not disclose any relevant confidential information to any third parties, except to the extent required to effectuate the terms of this Agreement, or as required by public records law. This Section shall survive the termination of this Agreement for any reason. The parties may disclose the Agreement to their accountants, attorneys, for any reporting required by law or any court order.

6. **Full Disclosure.** The Parties are releasing certain rights and assuming certain duties and obligations which, but for this Agreement, would not have been released or assumed. Accordingly, the Parties each represent and agree that this Agreement is fully and adequately supported by consideration and is fair and reasonable, that the Parties have had the opportunity to consult with and have in fact consulted with such experts of their choice

as they may have desired, and that they have had the opportunity to discuss this matter with counsel of their choice.

7. **Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the exclusive jurisdiction of the State courts of the Fifth Judicial Circuit in and for Lake County, Florida, the venue situs. To encourage prompt and equitable resolution of any litigation that may arise hereunder, **EACH PARTY HEREBY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN ANY SUCH LITIGATION.**

8. **Default / Remedies.** If any of the Parties fail to perform under this Agreement, then the performing Party shall have the right to seek enforcement of this Agreement against the non-performing Party without waiving any other rights, remedies or damages, including, but not limited to, consequential damages, available to the Parties. Any remedy of any Party as may be set out in this Agreement shall be in addition to all other lawful remedies.

9. **Attorney Fees and Costs.** In the event of any litigation, arbitration, or other legal proceedings, including appeals, arising as a result of any action brought to compel a Party to perform under this Agreement or to enforce the terms of this Agreement, the prevailing Party shall be entitled to recover attorneys' fees, expenses, and costs, including appeals, if any.

10. **Merger.** This Agreement incorporates, includes, and supersedes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

11. **Severability.** The Parties hereby agree and affirm that none of the above provisions are dependent upon the validity of any other provisions, and if any part of this Agreement is deemed to be invalid, illegal, unenforceable, or in conflict with any law of the State, the remaining portions of this Agreement shall remain in full force and effect; provided that the essential purposes of this Agreement are capable of being fulfilled in the absence of such invalid provisions.

12. **Headings.** The section and subsection headings in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of any of the terms and provisions set forth herein.

13. **Further Assurance:** The Parties shall execute all such further instruments, and take all such further actions that may be reasonably required by any Party to fully effectuate the terms and provisions of this Agreement and the transactions contemplated herein.

14. **Assignment.** This Agreement may only be assigned upon the written consent of the Parties.

15. **Amendment.** No change, amendment, or modification of this Agreement shall be valid unless in writing and signed by the Parties. No waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by the Party against whom it is sought to be enforced.

16. **Governing Law.** This Agreement shall be governed by the laws of the State of Florida.

17. **Binding Agreement.** This Agreement is binding upon and shall inure to the benefit of the Parties hereto and their respective agents, employees, representatives, partners, officers, directors, divisions, subsidiaries, affiliates, assigns, heirs, lessees, and successors in interest.

18. **Time.** Time shall be of the essence for each and every provision of this Agreement.

19. **Preparation of Agreement.** The Parties have sought (or have had the opportunity to seek) and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

20. **Electronic Reproduction.** An electronic reproduction of any original signature(s) on a part or counterpart(s) of this Agreement are hereby authorized and shall be acknowledged as if such electronic reproduction of any original signature(s) were an original execution. The Parties agree to accept a digital image of this Agreement as executed, as a true and correct original and admissible as best evidence for the any purpose required.

21. **Counterparts.** This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

22. **Survival of Provisions.** All covenants, warranties and representations contained in this Agreement, and all documents to be delivered by the Parties in connection with the consummation of the transaction contained herein, shall survive the consummation of said transaction.

23. **Representation of Authority.** Each individual executing this Agreement on behalf of a Party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such Party, and does so with full legal authority.

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Settlement Agreement and Release as:

ALABAMA, INC.

_____

By: _____

Its: _____

_____

Dated:

THE CITY OF LEESBURG, FLORIDA

_____

By: _____

Its: _____

_____

Dated:

Approved only as to form by:

Counsel for ALABAMA, INC.: _____

Counsel for THE CITY OF LEESBURG, FLORIDA: _____

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.5.

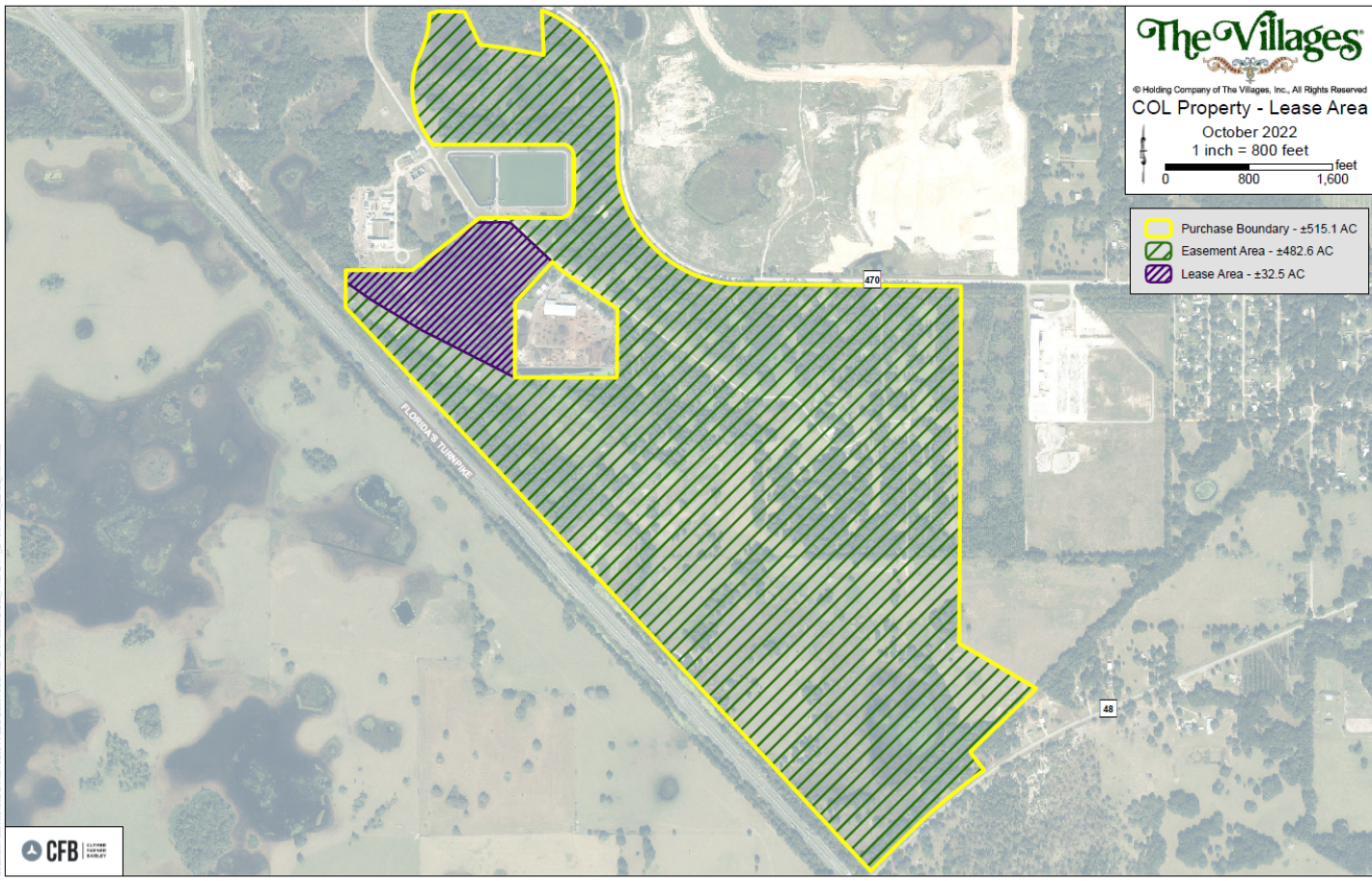
Meeting Date: November 14, 2022

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 a Purchase and Sale Agreement with Rapid Infiltration Basin Infrastructure & Transmission, LLC, to sell certain real property owned by the City, and to execute a Lease Agreement providing continued use in favor of the City; Accepting an Easement on the property for sprayfiled purposes; and providing an effective date.

Staff Recommendation:
The City Manager's office recommends approval of the resolution which will sell 515.1 acres of property to the Villages.

Analysis:
In May 2017, The Villages and the City entered into a land sale agreement whereby approximately 1,200 acres of land was sold for the purposes of Villages development. Ultimately, that deal was closed and the property is currently under development, with the buildout of 3,200 residential homes to be completed by late 2023 / early 2024. This Villages development (known as the Villages of West Lake) could increase City of Leesburg taxable property values by approximately $800 Million. This is an increase of nearly 40% by the start of FY 25 (FY 23 Taxable Value is $2.036 Billion).



When the Villages land sale was originally contemplated the south 515 acres was part of the transaction. However, for engineering reasons associated with reuse water discharge, the "south side" was removed from the final sale. Furthermore, mutually agreed upon restrictions were placed on the property limiting the property's future use to ensure that the City would always have an area to dispose of reuse water, which is a vital component of the wastewater treatment process. The idea being, when a reasonable way was devised to manage reuse, the City would sell the property to the Villages.

Since time has passed and Villages development in Leesburg is now in full gear, the Villages has proposed a concept to purchase the south 515 acres. In short, the attached agreements trade the property to the Villages in exchange for the Villages to build and maintain a Rapid Infiltration Basin System (RIBS) for the City of Leesburg. This concept provides that within a 30 year time frame, the Villages will develop the south property, 75% of the property will be taxable and a RIBS will be built for the City which will control all of the City's reuse disposal needs up to 9 million gallons per day (9MGD).

This concept repeats what the City has done in the past. Essentially, this new concept trades the value of a RIBS system, for property which becomes more value in terms of economic development and perpetual tax revenue vs. the actual market rate for raw land. It is arguable that this concept is even more lucrative for the City because the value of land is higher than the original deal (9 MGD RIBS value is $5,000,000 Million/515 = $9,709 per acre vs. $7,000 per acre/orignal agreement).

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE AND SALE AGREEMENT WITH RAPID INFILTRATION BASIN INFRASTRUCTURE & TRANSMISSION, LLC, TO SELL CERTAIN REAL PROPERTY OWNED BY THE CITY, AND TO EXECUTE A LEASE AGREEMENT PROVIDING CONTINUED USE IN FAVOR OF THE CITY; ACCEPTING AN EASEMENT ON THE PROPERTY FOR SPRAYFIELD PURPOSES; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor is hereby authorized to execute a Purchase and Sale Agreement with Rapid Infiltration Basin Infrastructure & Transmission, LLC, to sell the real property described in the Agreement, and is further authorized to execute a Lease Agreement providing for continued use in favor of the City.

THAT the City hereby accepts an easement from Rapid Infiltration Basin Infrastructure & Transmission, LLC providing for the City's continued use of the property described in the easement for sprayfield purposes.

THAT this resolution shall take effect upon 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.

_____
Mayor

ATTEST:

_____
City Clerk

CONTRACT FOR PURCHASE AND SALE

THIS CONTRACT FOR PURCHASE AND SALE ("Contract") is made between **RAPID INFILTRATION BASIN INFRASTRUCTURE & TRANSMISSION, LLC**, a Delaware limited liability company ("RIBIT"), and **CITY OF LEESBURG, FLORIDA**, a Florida municipal corporation ("COL"), the "Effective Date" of this Contract is the date on which the last one of RIBIT and COL has signed, subject to all of the following terms and conditions:

RECITALS

A. COL is the owner of the real property in Lake County, Florida more particularly described in **Exhibit "A"** attached hereto and incorporated herein ("Property").

B. At this time, COL and RIBIT wish to enter into a Contract for Purchase and Sale by which COL agrees to convey the Property to RIBIT.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the parties agree as follows:

1. **Subject of the Purchase and Sale**. RIBIT shall purchase and COL shall sell the Property in accordance with the terms of this Contract.

2. **Easement**.

2.1. **Easement Property and Form**. Upon Closing, RIBIT shall grant an easement ("Easement") to COL for a portion of the Property more particularly described in Exhibit "B" attached hereto and incorporated herein ("Easement Property"). The form of the Easement shall be as described in attached Exhibit "C".

2.2. **Capacity**. As of the date of this Contract, the Easement Property provides COL with a sprayfield disposal capacity (wet weather and disposal) for up to Nine and a half (9.5) MGD of annual average daily flow ("Capacity"). The Easement Property, or any portion thereof, shall remain subject to the Easement until such time as RIBIT is able to replace the Easement Property, or any portion thereof, with an alternative disposal site or sites to serve the COL Capacity. Any portion of the Easement Property that has not been replaced by an alternative disposal site shall remain subject to the Easement. At all times, COL shall have sites to cover the Capacity. Alternative disposal sites shall be provided by RIBIT and shall be mutually agreed to by COL and RIBIT, with such agreement to not be unreasonably withheld.

2.3. **COL Use**. The Easement Property shall be solely used by COL as a sprayfield for the benefit of COL not to exceed the Capacity. COL shall use the Easement Property in compliance with all applicable permits and laws. COL shall not commit any waste or allow any environmental contamination on the Easement Property. COL shall be required to maintain insurance for the Easement Property in amounts as may be required by RIBIT. COL shall not permit additional treatment capacity above 9.5 MGD, at the current facilities, nor permit any

additional sprayfield disposal capacity above the limits in the existing Florida Department of Environmental Protection permit.

2.4. **Existing Facilities**. COL and RIBIT, at RIBIT's cost, shall work together to remove and relocate existing facilities, such as pipes, as needed for future development and continued operation of the sprayfield. Existing facilities shall not be removed until such time as a replacement is operational. The Parties agree to cooperate and assist in the granting or obtaining of any easements as may be necessary for any existing or future utilities on either's property to maintain services, and as may be necessary to mortgagee joinders and consents, whether the easements are temporary or permanent in nature, in forms to be agreed upon by the Parties and to be recorded within thirty (30) days upon request from any Party.

2.5. **Release**. As the alternate disposal site or sites become operational, COL shall release from the Easement the Easement Property or portion thereof. Unless the option in Section 2.6 is triggered by RIBIT, decommissioning of the Easement Property shall be the burden of RIBIT.

2.6. **Option**. If thirty (30) years after Closing, RIBIT has been unable to replace the Easement Property, or any portion thereof, with an alternative disposal site or sites, RIBIT may, at its sole option, either reconvey the Easement Property to COL or continue with the Easement. The parties agree to include record a memorandum of option at Closing.

2.7. **Grantor Cooperation and Reservation**. During the term of the Easement, RIBIT shall cooperate with COL to ensure COL shall be able to continue sprayfield operations, including participation and cooperation with all necessary permits. During the term of the Easement, RIBIT may use the Easement Property for any uses not inconsistent with COL's use as a sprayfield. For avoidance of doubt, the parties agree that agricultural uses and Inspections, as defined below, are not inconsistent uses.

2.8. **Survival**. The terms of this Section shall survive Closing.

3. **Lease Property**.

3.1. **Lease Property and Form**. Upon Closing, RIBIT shall grant a temporary lease ("Lease") to COL for a portion of the Property more particularly described in Exhibit "D" attached hereto and incorporated herein ("Lease Property") . The form of the Lease shall be as described in attached Exhibit "E".

3.2. **Lease Term**. COL and RIBIT, at RIBIT's cost, shall work together to remove existing facilities from the Lease Property. Existing facilities shall not be removed until such time as a replacement, if necessary, is operational. Replacement of the facilities shall be mutually agreed to by COL and RIBIT, with such agreement to not be unreasonably withheld, and at the cost of RIBIT. Upon removal of all existing facilities this Lease shall be terminated.

3.3. **COL Use**. The Lease Property shall be solely used by COL as a sprayfield for the benefit of COL to be used in conjunction with the Easement and not to exceed the Capacity. COL shall use the Lease Property in compliance with all applicable permits and laws. COL shall

not commit any waste or allow any environmental contamination on the Lease Property. COL shall be required to maintain insurance for the Lease Property in amounts as may be required by RIBIT.

3.4. **Grantor Cooperation and Reservation**. During the term of the Lease, RIBIT shall cooperate with COL to ensure COL shall be able to continue sprayfield operations, including participation and cooperation with all necessary permits. During the term of the Lease, RIBIT may use the Lease Property for any uses not inconsistent with COL's use as a sprayfield. For avoidance of doubt, the parties agree that agricultural uses and Inspections, as defined below, are not inconsistent uses.

3.5. **Survival**. The terms of this Section shall survive Closing.

4. **Purchase Price**. The purchase price for the Property shall be ZERO 00/100 DOLLARS ($0.00) (the "Purchaser Price"). In addition, RIBIT covenants that no more than twenty-five percent (25%) of the Easement Property may be used in a manner that is not subject to ad valorem taxes. This covenant survives Closing.

5. **Title to the Property**. Title to the Property shall be good and marketable and shall be conveyed to RIBIT free and clear of any and all liens, encumbrances, claims and interests of any kind or nature whatsoever except the following: (a) current real estate taxes not delinquent; and (b) those exceptions approved by the RIBIT (collectively, "Permitted Exceptions").

As evidence of such title, COL shall, at its sole cost and expense, obtain and deliver to RIBIT within thirty (30) days of the Effective Date, a commitment for an ALTA owner's policy of title insurance (with modifications) issued by an agent for Old Republic National Title Insurance Company (or some other title insurer acceptable to RIBIT) (the "Title Insurer"), together with legible copies of all instruments identified as exceptions in the commitment ("Commitment"), in which Commitment the Title Insurer shall agree to insure in an amount equal to the Purchase Price that upon delivery of a special warranty deed from COL to RIBIT, RIBIT shall have fee simple title to the Property free and clear of all matters rendering the property unmarketable except for the Permitted Exceptions. Within thirty (30) days after receipt of the Commitment, RIBIT shall provide COL with notice of any matters set forth in the Commitment which shall render COL's title to the Property unmarketable as determined under the Uniform Title Standards adopted by the Florida Bar Association and the laws of the State of Florida but shall not include any Permitted Exceptions (hereinafter collectively referred to as the "Title Defect"). COL shall have ten (10) days after receipt of such notice from RIBIT to cure any Title Defect. If COL fails to cure the Title Defect within the ten (10) day period, then the RIBIT shall then within five (5) days thereafter elect to: (a) terminate this Contract and the parties hereto shall be relieved of any further duties, obligations, or responsibilities arising hereunder, except for those intending to survive termination; or (b) waive its objections and proceed with the Contract. If RIBIT does not provide written notice to COL of its elections within the ten (10) day period set forth in the preceding sentence, RIBIT shall be deemed to have elected to pursue its options under clause (b) of the preceding sentence.

6. **Due Diligence Period**. RIBIT shall, at RIBIT's expense, and within the later of: (i) one hundred twenty (120) days from the Effective Date of the Contract, or (ii) the date by which the COL Contingency is met ("Due Diligence Period"), determine whether the Property is suitable,

in RIBIT's sole and absolute discretion, for RIBIT's intended use. During the Due Diligence Period, RIBIT may conduct any tests, analyses, surveys and investigations ("Inspections") which RIBIT deems necessary to determine to RIBIT's satisfaction the condition of the Property. RIBIT shall deliver written notice to COL prior to the expiration of the Due Diligence Period of RIBIT's determination in RIBIT's sole and absolute discretion of whether or not the Property is acceptable. Upon notice from RIBIT that the Property is not acceptable, this Contract shall be null and void. COL grants to RIBIT, its agents, contractors and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections; provided, however, that RIBIT, its agents, contractors and assigns enter the Property and conduct Inspections at their own risk. RIBIT shall indemnify and hold COL harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by RIBIT. RIBIT will not engage in any activity that could result in a mechanic's lien being filed against the Property without COL's prior written consent and shall repair and restore the Property to the extent damaged by any activities of RIBIT, its agents, contractors or assigns, in connection with the Inspections.

7. **Conduct During the Term of this Contract**. During the term of this Contract, COL shall designate RIBIT its agent for purposes of working with federal, state and local governments for purposes of entitling the Property as necessary for the Property to be developed generally as an extension of The Villages.

8. **Survey**. RIBIT shall cause a staked survey of the Property to be prepared by a licensed, registered Florida surveyor within the Due Diligence Period (the "Survey"). The cost of such Survey will be borne solely by the RIBIT.

9. **Representations and Warranties**. Except as otherwise expressly provided in this Contract, COL is not making and specifically disclaims any warranties or representations of any kind or character, express or implied, with respect to the Property, including, but not limited to, warranties or representations as to matters of title (other than COL's warranty of title set forth in the deed to be delivered at Closing), zoning, tax consequences, physical or environmental conditions, operating history or projections, valuation, governmental approvals, governmental regulations, or any other matter or thing relating to or affecting the Property including, without limitation: (a) the value, condition, merchantability, marketability, profitability, suitability or fitness for a particular use or purpose of the Property, (b) the manner or quality of the construction or materials incorporated into any part of the Property, and (c) the manner, quality, state of repair, or lack of repair of the Property. Except as otherwise provided in this Contract, RIBIT agrees that with respect to the Property, RIBIT has not relied upon and will not rely upon, either directly or indirectly, any representation or warranty of COL or any agent of COL. RIBIT represents that it is a knowledgeable purchaser of real estate and that it is relying solely on its own expertise and that of RIBIT's consultants, and that RIBIT will conduct such inspections and investigations of the Property, including, but not limited to, the physical and environmental conditions thereof, and shall rely upon same, and, upon closing, shall assume the risk that adverse matters, including, but not limited to, adverse physical and environmental conditions, which may not have been revealed by RIBIT's inspections and investigations. Nothing herein shall be construed to limit COL's warranties provided for in the Special Warranty Deed delivered at closing.

10. **Covenants**. COL covenants and agrees that COL shall give RIBIT and its representatives and inspectors access to the Property for purposes of inspection, including any environmental survey. Neither RIBIT nor any of RIBIT's agents shall unreasonably disturb any of the activities being conducted on the Property by COL prior to Closing. Prior to entering the Property, RIBIT shall provide COL with proof of appropriate liability insurance covering any and all losses, costs, claims, damages, liabilities and expenses which might arise from the exercise by RIBIT and RIBIT's agents of the aforesaid right of entry. RIBIT's insurance shall be in a minimum sum of five million and 00/100 dollars ($5,000,000.00) single limit coverage.

11. **Closing**. Closing of the transaction contemplated hereby shall occur at Stone & Gerken, P.A., 632 E. Fifth Avenue, Mount Dora, Florida 32757, or such other place mutually agreed to by the parties. Stone & Gerken, P.A. will be the closing, title, and Escrow Agent for the transaction. Notwithstanding the foregoing, the parties will endeavor to close this transaction by mail, overnight courier, facsimile and wire transfer. Closing shall occur on or before sixty (60) days from the expiration of the Due Diligence Period.

12. **Deed and Affidavit at Closing (Property)**. COL shall convey marketable title to the Property by special warranty deed. In addition, COL shall sign a commercial seller's affidavit permitting the deletion of standard exceptions. COL shall convey the property free and clear of any mineral reservations or other subsurface rights.

13. **Defaults**.

13.1. In the event COL breaches any warranty or representation contained in this Contract or fails to comply with or perform any of the covenants, agreements or obligations to be performed by COL under the terms and provisions of this Contract, RIBIT, in RIBIT's sole discretion, shall be entitled to (i) exercise all rights in equity of specific performance, (ii) terminate this Contract, or (iii) to waive the default and proceed to the Closing. COL shall have no liability for damages to RIBIT unless COL shall willfully fail and refuse to close and RIBIT, being ready, willing, and able to close, and having waived all unfulfilled conditions, shall be unable to obtain the remedy of specific performance. In no event shall RIBIT be entitled to recover special, incidental or consequential damages. Upon any such termination, this Contract and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect.

13.2. In the event RIBIT fails to comply with or perform under the terms and provisions of this Contract, COL's sole and exclusive remedy for any such default shall be, upon giving written notice to RIBIT and Escrow Agent as herein provided, to receive one hundred dollars ($100.00) from RIBIT as full liquidated damages, whereupon this Contract and all rights and obligations created hereby shall automatically terminate and be null and void and of no further force or effect whatsoever. RIBIT and COL acknowledge that it would be difficult or impossible to ascertain the actual damages suffered by COL as a result of any default by RIBIT and agree that such liquidated damages are a reasonable estimate of such damages. Both parties acknowledge and agree that each was materially induced to enter into this Contract in reliance upon the other's agreement to limit their respective remedies in the event of default by the other party, and that neither party would have entered into this Contract but for the other's agreement to so limit such remedies. The provisions of this Paragraph 13 shall not limit RIBIT's obligations to indemnify

COL pursuant to the terms of Paragraph 5 hereof nor limit RIBIT's obligations to repair or restore the Property to the extent damaged in connection with the Inspections pursuant to Paragraph 6 hereof. Notwithstanding anything to the contrary contained in this Agreement, COL may seek specific performance and/or injunction to enforce its Lease and Easement rights.. The parties agree and acknowledge that remedies at law are inadequate and that COL will suffer irreparable harm to the extent COL is not provided with its Lease and Easement rights

14. **Taxes, Assessments and Closing Costs**.

14.1. COL shall pay, or cause to be paid, all real estate taxes relating to the Property assessed for all calendar years prior to the Closing and shall pay, or cause to be paid, that portion of such taxes assessed for and becoming a lien during the calendar year of the Closing as shall be allocable to it for the period through and including the date of the Closing. A credit shall be allowed to RIBIT at Closing for any such taxes which are not then due and payable. If the taxes for any such year have not been determined by the Closing, the most current taxes shall be used. If at Closing COL has already paid taxes for the entire current year, a charge will be made to RIBIT at the Closing for that portion of the taxes from the date of Closing through the end of the current year.

14.2. Certified, confirmed, and ratified special assessments liens that are due and payable in full as of the date of Closing, shall be paid by COL. If any such liens are payable in years following the Closing, the current year's payment shall be prorated (using the same method in this Contract for tax prorations), and the balance shall be assumed by RIBIT. Pending liens as of the date of Closing shall be assumed by RIBIT.

14.3. COL shall pay for all stamp, documentary, sales and/or use tax in connection with the conveyance of the Property, together with costs associated with curing title defects. The parties agree for purposes of this transaction, the documentary stamps payable on the Property shall be based on Purchase Price for the Property.

14.4. RIBIT shall pay for the owner's policy premium and all of the costs payable to its lender in connection with obtaining the mortgage loan (if any) and the mortgagee policy premium, if any, as well as any and all fees in connection with recordation of the special warranty deed.

15. **Damage or Destruction; Condemnation (Property)**. All risk of loss or damage to the Property shall remain with COL through and including the date of Closing, and all risk of loss or damage to the Property shall be with the RIBIT after Closing. If any of the Property shall suffer a loss by fire, flood, tornado, accident or other cause after the Effective Date and on or before the date of the Closing, or if proceedings to take or condemn the whole or any part of the Property for public or quasi-public use under any statute or by the right of eminent domain are commenced or threatened prior to the date of the Closing, then RIBIT may, at its option, either consummate or not consummate the transaction contemplated hereby. If RIBIT elects to consummate such transaction, then all insurance proceeds payable in respect of such casualty and/or any and all damages or awards payable in respect of such taking or condemnation shall be

paid to RIBIT. If RIBIT elects not to consummate such transaction, this Contract shall terminate and be of no further force and effect.

16. **Commission**.

16.1 COL represents and warrants to RIBIT, that COL has not dealt nor negotiated with any broker or finder in connection with the Property.

16.2 RIBIT represents and warrants to COL, that RIBIT has not dealt nor negotiated with any broker or finder in connection with the Property.

17. **Escrow Agent.** Escrow Agent shall incur no liability whatsoever in connection with its good faith performance hereunder. The parties hereby jointly and severally release and waive any claims they may have against Escrow Agent which may result from its performance in good faith of its function hereunder, specifically including, but not limited to, any delay in electronic wire transfer of funds. Escrow Agent shall be liable only for loss or damage caused directly by its acts of negligence or intentional misconduct while performing as escrow agent hereunder. In the event of any disagreement between the parties resulting in conflicting instructions to, or adverse claims or demands upon Escrow Agent with respect to release of the escrow funds, Escrow Agent may refuse to comply with any such instruction, claim or demand so long as such disagreement shall continue, and in so refusing Escrow Agent shall not release the escrow funds. Escrow Agent shall not be, or become liable in any way, for its failure or refusal to comply with any such conflicting instructions, or adverse claims or demands, and it shall be entitled to continue to refrain from acting until such conflicting instructions, or adverse claims or demands, (i) have been adjusted by agreement and it has been notified in writing thereof by the parties, or (ii) have finally been determined in a court of competent jurisdiction. Escrow Agent may in its sole discretion resign by giving fourteen (14) days written notice thereof to the parties, in which event the parties shall furnish Escrow Agent written instructions for delivery of the escrow funds. If Escrow Agent does not receive such written instructions within such fourteen (14) day period, Escrow Agent may petition any court of competent jurisdiction for appointment of a successor escrow agent, and upon such appointment deliver the escrow funds to such successor.

18. **Notices**. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered in person or sent by registered or certified mail, postage prepaid, or via recognized overnight parcel service, or on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission), addressed as follows:

TO COL:
City of Leesburg
Attn: Al Minner, City Manager
501 W. Meadow Street
Leesburg, Florida 34748
al.miner@leesburgflorida.gov

with a copy to:
Stone & Gerken, P.A.
Attn: Grant Watson, City Attorney
4850 N. Highway 19A
Mount Dora, Florida 32757
grant@stoneandgerken.com

TO RIBIT:
The Villages Land Company, LLC
Attn: Kelsea Morse Manly
3619 Kiessel Road
The Villages, Florida 32163
kelsea.manly@thevillages.com

with a copy to:
The Villages Land Company, LLC
Attn: Brian D. Hudson, Esq.
3619 Kiessel Road
The Villages, Florida 32163
brian.hudson@thevillages.com

TO ESCROW AGENT:
Stone & Gerken, P.A.
Attn: Mary Ludwig
632 E. Fifth Avenue
Mount Dora, Florida 32757
mary@stoneandgerken.com

or to such other address as may be furnished in writing by a party to the other.

19. **Construction, Jurisdiction, and Venue**. This Contract shall be construed according to the laws of the State of Florida. Jurisdiction and Venue for any action hereunder shall lie with the circuit court where the Property is located.

20. **Assignment.** RIBIT may assign this Contract by providing written notice of such assignment to COL at least five (5) days before the Closing. Such notice shall be accompanied by an instrument, acceptable to COL in the exercise of its reasonable discretion, executed by RIBIT, and the assignee pursuant to which RIBIT assigns to the assignee this Contract and the assignee expressly assumes all obligations of RIBIT hereunder. Thereafter, RIBIT shall not be released from liability hereunder. Further, RIBIT or its assignee may take title to portions of the Property in separate entities so long as RIBIT pays any additional expense incurred to have the Property conveyed as separate parcels.

21. **Attorneys' Fees.** In the event either party shall be in default under this Contract, or if any dispute shall arise between the parties concerning the interpretation of this Contract, and if an action shall be brought in connection therewith in which it shall be finally (with no further appeal being available due to the expiration of appeal periods or otherwise) determined that either party was in default, or that the court agrees with one party's interpretation of the disputed provision of this Contract, the party determined by the court to be in default, or with whose interpretation of this Contract the court does not agree, shall pay to the other party all attorneys' fees and litigation expenses incurred or paid by the other party in connection therewith.

22. **Time**. Time is of the essence of this Contract. When any time period specified herein falls or end upon a Saturday, Sunday or legal holiday, the time period shall automatically extend to 5:00 p.m. on the next ensuing business day.

23. **Counterparts.** This Contract will be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

24. **Signatures by Facsimile or Digital Execution**. It is the intent and agreement of the parties hereto that the signatures, initials and handwritten or typewritten modifications to this Contract shall be as legally binding upon the parties if in the form of a facsimile or digital execution (such as scanning and emailing) as if the original signatures, initials, and modifications were present on the documents in the hands of each party. Neither party shall assert the statute of frauds, nor unenforceability or invalidity of this Contract, or any addendum or modification of this Contract, because of the use of facsimile or digital copies and not originals in any litigation.

25. **JURY WAIVER.** EACH PARTY HEREBY COVENANTS AND AGREES THAT IN ANY LITIGATION, SUIT, ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF CONCERNS, OR RELATES TO THIS CONTRACT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS CONTRACT WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY THE OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

26. **Entire Agreement**. This instrument constitutes the entire agreement between the parties and supersedes all previous discussions, understandings and agreements between the parties relating to the subject matter of this Contract. No amendment hereto is effective unless made in writing and signed by both parties.

27. **Odor Control**. COL acknowledges to be able to develop the property surrounding the wastewater treatment plant the odors generated from the facility must be treated below odor thresholds to not disturb or impact the surrounding business or residences to be developed on the Property. COL shall be responsible for design, construction, and operation of odor control systems for all sources of odor on and surrounding the facilities impacting the Property, to the extent such facilities are owned or operated by COL. The proposed odor control technologies shall treat all sources of H_2S, mercaptans and other primary odor producing compounds resulting from COL's use to levels below odor thresholds at a distance of 150 feet from each source or the future property boundary of the wastewater treatment plant, whichever is greater.

28. **Closing Contingency**. Closing shall be contingent upon COL receiving from any permitting agencies controlling the operation of the sprayfield approval allowing the sale of the Property and continued sprayfield operations subject to the Easement ("COL Contingency"). COL shall use all reasonable efforts to obtain these approvals as promptly as possible.

EXECUTED as of the date written below:

"**RIBIT**"

RAPID INFILTRATION BASIN INFRASTRUCTURE & TRANSMISSION, LLC, a Delaware limited liability company

BY: VDC MANAGER, LLC, a Florida limited liability company, its Manager

By:_____
Print Name:_____
Title:_____

DATED this ____ day of _____, 2022

"COL"

CITY OF LEESBURG

By:_____
Name:_____
Title:_____

DATED this _____ day of _____, 2022

Approved as to legal form:

By:_____
City Attorney

ATTEST:

_____
Print Name:_____
Title:_____

LEASE

THIS LEASE (the "Agreement") is entered into as of the Effective Date defined in Section 32 below, by and between **CITY OF LEESBURG, FLORIDA**, a Florida municipal corporation (the "Tenant"), and **RAPID INFILTRATION BASIN INFRASTRUCTURE & TRANSMISSION, LLC**, a Delaware limited liability company (the "Landlord").

WHEREAS, the Landlord owns that certain real property (the "Property") located in Lake County, Florida, which is more particularly described on the attached ***Exhibit "A"*** and

WHEREAS, the Property is part of a larger parcel recently sold to Landlord from Tenant, and is currently in use as a portion of Tenant's sprayfield, for disposal of treated effluent ("Use"), and

WHEREAS, Tenant shall continue to use the Property for Tenant's sprayfield, for disposal of treated effluent until all sprayfield facilities existing on the Property ("Facilities") have been removed, and

WHEREAS, Landlord is willing to permit such Use of the Property under the terms of this Agreement.

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

1. RECITALS. The foregoing recitals are true and correct and are incorporated into this Agreement.

2. LEASE. Landlord hereby leases and rents the Property to the Tenant, and the Tenant does hereby lease and rent the Property from Landlord, in accordance with the terms and conditions stated in this Agreement.

3. TERM. The term (the "Initial Term") of this Agreement shall commence on the date (the "Commencement Date") that the Landlord closes on the Property from Tenant and shall terminate upon the removal of the Facilities, unless sooner terminated in accordance with another provision of this Agreement.

4. RENT. The term "Rent" as used in this Agreement is defined in this Section 4, together with any and all other amounts that are payable from the Tenant to the Landlord pursuant to this Agreement.

(a) Base Rent. The Tenant shall pay Landlord an annual Base Rent of One Dollar ($1.00), together with any sales, use or other tax due thereon, for the use and occupancy of the Property. Rent shall be paid in advance upon the signing of this Agreement, for the period from the Commencement Date through the Initial Term, and Tenant shall not be entitled to any refund or offset against Base Rent.

(b) Additional Rent. The Tenant shall pay as "Additional Rent" all other sums due

from the Tenant to the Landlord in accordance with this Agreement.

5. ACCEPTANCE OF PROPERTY; ASSUMPTION OF RISK.

(a) The Tenant acknowledges that the Landlord has not made any representation to the Tenant as to whether the Property is suitable or safe for the Tenant's intended use. The Tenant has examined the condition of the Property, determined that the Property is acceptable for its intended and permitted use, and waives any and all defects that may exist within the Property and any structures or other improvements thereon.

(b) By its execution of this Agreement, the Tenant does hereby assume all risks associated with its occupancy and use of the Property, including without limiting the generality of the foregoing any and all risks associated with past, present, and continuing use of the Property as an effluent sprayfield, and acknowledges that the Tenant shall be solely responsible and answerable for any and all deaths, accidents, and injuries to persons or property brought, invited, or allowed onto the Property by Tenant, or occurring in, on, or around the Property due to the use of the Property by Tenant.

(c) The Landlord is not required or obligated to make any repair or improvement to the Property.

(d) The Landlord shall not be responsible to the Tenant, its officers, agents, employees, guests or invitees, for any damage or injury caused by or due to the Property, or any structures, improvements, or any appurtenance thereof being out-of-repair or improperly constructed, or arising from or in any way related to use of the Property as a sprayfield, unless such damage or injury proximately results from the sole and exclusive negligence of the Landlord or of Landlord's contractors, agents, employees, representatives, successors, or assigns.

6. USE OF PROPERTY; RESTRICTIONS; LANDLORD ACCESS.

(a) The Tenant shall use the Property solely for its Use. Landlord may use the Property for any use not inconsistent with Tenant's Use. The parties agree that agricultural uses are not inconsistent.

(b) The Tenant shall use, and conduct its operations on the Property, in accordance with all applicable federal, state and local laws, statutes, regulations, and ordinances. The Tenant shall obtain and maintain all necessary permits and licenses required to conduct its business on the Property.

(c) The Tenant shall not use the Property in any manner that would (i) violate the conditions and restrictions stated in this Agreement; (ii) create a nuisance or trespass; or (iii) vitiate or increase the rate of the Landlord's insurance on the Property.

(d) The Tenant shall pay or cause to be paid all charges for all utilities used by Tenant upon the Property throughout the Term.

(e) The Landlord may enter the Property at reasonable hours to inspect the Property to ensure that the Tenant is complying with the terms and conditions of this Agreement, and at any time of day or night in connection with its use of the Property.

(k) Landlord and Tenant shall coordinate with each other prior to the application of any

chemicals to/on the Property, including fertilizer. Neither party shall use any chemical which is objected to in good faith by the other party for the reason that said chemical is inconsistent with Tenant's permits for the Property or may otherwise materially adversely affect either parties' ability to use the Property for the purposes contemplated herein.

7. ALTERATIONS AND IMPROVEMENTS. The Tenant shall not make or permit anyone to make any improvements, installations, or alterations in or to the Property or to change the Property grading or drainage (any of the foregoing, an "Alteration") without the prior express written consent of Landlord, which the Landlord may withhold in its discretion.

8. SIGNAGE. The Tenant shall not paint or place any signs, placards, or any other notice or advertisement of any type or character in, on, or upon the Property without the prior written consent of the Landlord which the Landlord may withhold in its sole discretion.

9. LIENS. The Tenant shall not mortgage, pledge or otherwise encumber its interests (i) in the Property, and (ii) under this Agreement. The Tenant, at its own cost and expense, shall at all times keep the Landlord's interests in and to the Property free and clear from and against all claims, liens, and legal processes of the Tenant's creditors and the Tenant shall protect and defend the Landlord's interests against the same.

10. INSURANCE. During the Term the Tenant shall pay for and maintain at all times, a policy of comprehensive general liability insurance coverage in the sum of ONE MILLION DOLLARS ($1,000,000.00) combined single limit of liability for bodily injuries, death, property damage, and personal injury resulting from anyone occurrence, whether in, on, and around the Property. The Landlord shall be named as an additional insured on the Tenant's policy. The policy shall contain a waiver of subrogation in favor of Landlord. All insurance coverage shall be written with an insurer having an A.M. Best Rating of a least the "A" category and size category of VIII. The Tenant shall promptly notify the Landlord if an insurance policy is modified or canceled prior to occupying the Property, the Tenant shall provide the Landlord with a Certificate of Insurance for all such required insurance coverages and an opportunity to inspect a certified copy of each such required insurance policy. Thereafter, the Tenant shall annually deliver to the Landlord a Certificate of Insurance satisfactory to the Landlord evidencing that the Tenant maintains such insurance coverage and policies. The Tenant's failure to maintain all required insurance coverages and to comply with the provisions of this Section 10 is a material breach of this Agreement. Notwithstanding the coverage requirements and amounts stated in this Section 10, the Landlord may from time to time adjust the required coverage amounts based upon its Risk Manager's reasonable determination that the coverage amounts are inadequate to sufficiently protect the Landlord's interests.

11. MAINTENANCE AND REPAIR.

(a) The Tenant shall, at its own cost and expense, keep and maintain the Property in good order and in a clean, safe and attractive condition. The Tenant shall keep the Property free of overgrowth, junk, debris and litter. Notwithstanding the foregoing, Tenant shall not be responsible for removing any overgrowth, junk, debris or litter located on the Property on or before the Commencement Date.

(b) The Landlord is not responsible for maintaining or repairing any part of the Property. Notwithstanding the foregoing, except as part of the removal of Facilities, any damage to sprayfield

infrastructure caused by Landlord's use of the Property under this Agreement shall be repaired by Tenant, but at Landlord's expense.

12. INDEMNITY. To the extent permitted by law, the Tenant shall indemnify, defend (by counsel reasonably acceptable to the Landlord), protect and hold the Landlord and its commissioners, officers, employees and agents, harmless from and against any and all claims, actions, causes of action, penalties, forfeitures, damages, losses, expenses and liabilities whatsoever (including, without limitation, attorneys' fees, costs and expenses incurred during negotiation, through litigation and all appeals therefrom) caused by, incident to, resulting from, arising out of, or occurring in connection with, directly or indirectly, (i) the use and occupation of the Property by the Tenant, its officers, employees, agents, guests, licensees, or invitees, and (ii) the negligent acts, error or omissions, or the intentional or willful misconduct of the Tenant, its officers, employees, agents, guests, licensees, invitees, or anyone for whose acts any of them may be liable. This Section 12 shall survive the expiration or early termination of this Agreement.

13. DEFAULT.

(a) Except as stated in the following sentence, if the Landlord materially defaults in any of its duties or obligations stated in this Agreement and fails to cure the same within thirty (30) days after the date that the Tenant delivers written notice to the Landlord of any such default, then the Tenant may terminate this Agreement and may seek any remedies provided under the Grant of Easement and/or Contract for Purchase and Sale of the Property between the parties, of even date herewith If, however, the Landlord's material default is such that it cannot be reasonably cured within thirty (30) days, then the Tenant shall not have the right to terminate this Agreement for such default if the Landlord commences the necessary curative actions within a reasonable time after receiving Tenant's notice and thereafter diligently pursues the cure to completion.

(b) Except as stated in the following sentence, if the Tenant materially defaults in any of its duties and obligations under this Agreement and fails to cure such default within thirty (30) days after the date Landlord delivers written notice to the Tenant of any such default or if the Tenant should cease or discontinue use and occupancy of the Property for any period in excess of 180 days, then upon either event the Landlord may terminate this Agreement, resume possession of the Property for its own account, and pursue any other remedy or remedies provided by law or equity, without any further notice or demand to the Tenant. If however, the Tenant's material default of any Agreement duty or obligation is such that it cannot be reasonably cured within thirty (30) days, then the Landlord shall not have the right to pursue a remedy for such default if the Tenant commences the necessary curative actions within a reasonable time after receiving the Landlord's notice and thereafter diligently pursues the cure to completion.

(c) The Landlord will not be liable for any loss or damage suffered by Tenant resulting from the Landlord's exercise of its rights pursuant to this Section 13.

14. LIABILITY LIMIT. IN NO EVENT, SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY EITHER PARTY WHETHER

BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

15. ATTORNEYS' FEES AND COSTS. In connection with any dispute or any litigation arising out of, or relating to this Agreement, each party shall be responsible for its own legal and attorneys' fees, costs and expenses, including attorneys' fees, costs, and expenses incurred for any appellate proceedings.

16. EMINENT DOMAIN. If the whole of the Property, or such portion thereof as will make the Property unusable to the Tenant for its intended purpose, is condemned or taken by any legally constituted authority for any public use or purpose, then in either of these events, this Agreement shall terminate and the lease of the Property shall cease on the date when possession of the Property is taken by the condemning authorities. If a portion of the Property is taken, but not an amount that would make the Property unusable to the Tenant for its intended purpose, then this Agreement shall continue in full force and effect. The Tenant shall have no right or claim to any part of any award made to or received by the Landlord for such condemnation or taking, and all awards for the same shall be made solely to the Landlord. The Tenant shall, however, have the right to pursue any separate award that does not reduce the award to which the Landlord is entitled.

17. ASSIGNMENT. Tenant may not assign this Agreement.

18. HAZARDOUS MATERIALS. Tenant shall not knowingly or unknowingly generate, store, treat, dispose of, install or otherwise cause or permit any Hazardous Material (defined, below) to be brought upon, kept or used in or about the Property by the Tenant, its guests, employees, contractors or invitees. If Tenant fails to comply with the foregoing covenant, then the Tenant shall be wholly responsible for all costs incurred in connection with any investigation of site conditions and cleanup, Remediation, Removal, or restoration work required by any federal, state, or local governmental agency because of the presence of the Hazardous Materials. If Tenant must take any remedial action in accordance with this section, the Tenant shall first obtain Landlord's approval and then immediately take all actions (at the Tenant's sole expense) that are necessary to return the Property to the condition existing prior to the introduction of such Hazardous Materials. The term "Hazardous Materials" is defined to include, but not be limited to any and all substances, materials, wastes, pollutants, elements or compounds in such quantities as are currently or shall in the future be classified as hazardous, toxic, dangerous or capable of posing a risk of injury to health, safety, or property by any Federal, State or local statute, law, ordinance, code, rule, regulation, order, or decree. Notwithstanding the foregoing, this Lease contemplates use of the Property as a sprayfield, therefore, wastewater and its byproducts sprayed in accordance with the permits shall not be considered Hazardous Materials for purposes of this Lease. This Section 18 shall survive the expiration or the early termination of this Agreement.

19. SURRENDER OF PROPERTY. Upon the expiration of the Agreement or whenever the Landlord is entitled to the possession of the Property, the Tenant shall immediately surrender the Property to the Landlord in essentially the same condition as at the beginning of the Term excepting removal of the Facilities. The Tenant's obligation to observe and perform the covenants of this section shall survive the expiration or early termination of this Agreement.

20. HOLDING OVER. If the Tenant holds over after the expiration of the Term, with or without the express written consent of Landlord, the resulting tenancy shall be a month-to-month tenancy. There shall not be an automatic renewal or extension of the month-to-month tenancy and the

Tenant shall pay Rent in the amount of One Thousand Dollars per month. Any month-to-month tenancy established pursuant to this Section 20 shall be subject to every other term, covenant, condition and agreement contained herein. The Landlord may terminate the month-to-month tenancy without cause upon giving fifteen (15) days prior written notice to the Tenant.

21. FORCE MAJEURE. A party shall be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. Within five (5) days after the occurrence of an Event of Force Majeure, the affected party shall deliver written notice to the other party describing the event in reasonably sufficient detail and how the event has precluded the affected party from performing its obligations hereunder. The affected party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the affected party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the affected party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement During any such time period the affected party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

22. BROKERS. Landlord and Tenant represent and warrant to each other that they have had no dealings with any broker or agent in connection with this Agreement and that no third party is due a commission, fee, or any other payment in association with the lease of the Property to the Tenant. Each party shall be responsible to pay any claims made by anyone for any compensation, commissions, and charges claimed by any broker or agent with whom such party may have dealt with respect to this Agreement or the negotiations thereof.

23. NO DISCRIMINATION. Both parties shall comply with the Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and Americans with Disabilities Act of 1990, as amended. Specifically, in the carrying out of this Agreement, neither party shall discriminate in any way as to race, color, creed, national origin, or in any other respect which would violate the aforesaid acts.

24. RELATIONSHIP. This Agreement creates a landlord-tenant relationship between the parties. Nothing in this Agreement shall be deemed or construed as creating any other relationship between the parties.

25. WAIVER. The failure of a party to enforce any right hereunder shall not be deemed a waiver of such right. No covenant, condition, or provision of this Agreement can be waived except with the written consent of each party. Any such waiver by the parties in one instance shall not constitute a waiver of any subsequent similar condition, circumstance or default, unless specifically stated in the written consent.

26. SEVERABILITY. If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstances shall to any extent, be deemed lawfully invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, and condition of this Agreement shall be valid and

enforced to the fullest extent permitted by law. The Landlord and Tenant shall reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision, which is of the essence of the Agreement, be determined void.

27. CONSTRUCTION; CAPTIONS. This Agreement is the product of joint efforts of the parties and no provision shall be interpreted or construed in favor of either party by virtue of authorship of such provision. The captions in this Agreement are for convenience of reference only and shall not define or limit any the terms or provisions hereof.

28. MODIFICATION. This Agreement may only be modified by a written amendment properly executed by the parties. No oral modifications will be effective or binding.

29. INTEGRATION. Tenant and Landlord agree that this Agreement, together with the Grant of Easement and Contract for Purchase and Sale of the Property between the parties of even date herewith, set forth the entire agreement between the parties with respect to its subject matter and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the parties pertaining to the lease of the Property, whether written or oral.

30. COUNTERPARTS. This Agreement may be executed in multiple counterparts each of which shall be an original, but which collectively shall form a single agreement.

31. GOVERNING LAW; VENUE. This Agreement shall be governed and interpreted under the laws of the State of Florida. Venue for any action relating to the construction, interpretation, or enforcement of this Agreement shall be in or for the Fifth Judicial Circuit, Lake County, Florida.

32. EFFECTIVE DATE. The Effective Date of this Agreement shall be the date that the later of the two parties executes the Agreement.

INTENTIONALLY LEFT BLANK.
SIGNATURES APPEAR ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to set their hands to this Agreement on the dates shown.

THE CITY OF LEESBURG, FLORIDA

BY: _____
_Mike Pederson_____, Mayor

ATTEST: _____
__J. Andi Purvis___, City Clerk

DATE: _____ , 2022

APPROVED AS TO FORM AND CONTENT:

_____
CITY ATTORNEY

RAPID INFILTRATION BASIN INFRASTRUCTURE & TRANSMISSION, LLC, a Delaware limited liability company

BY: VDC MANAGER, LLC, a Florida limited liability company, its Manager

By:_____

Print Name:_____

Title:_____

DATED this ____ day of _____, 2022

PREPARED BY/RETURN TO:
Celeste T. Hankins, Esq.
3619 Kiessel Road
The Villages, Florida 32163

GRANT OF EASEMENT

THIS GRANT OF EASEMENT ("Easement") is made this ___ day of _____, 2022, by **RAPID INFILTRATION BASIN INFRASTRUCTURE & TRANSMISSION, LLC**, a Delaware limited liability company, whose post office address is 3619 Kiessel Road, The Villages, Florida 32163 ("Grantor") in favor of **CITY OF LEESBURG, FLORIDA**, Florida municipal corporation ("Grantee").

RECITALS

A. Grantor is the owner of certain land in Lake County, Florida, more particularly described in ***Exhibit "A"*** attached hereto ("Easement Property").

B. At this time, Grantor wishes to grant unto Grantee the nonexclusive right, privilege, and easement to operate and maintain sprayfield facilities and appurtenances as may be necessary or desirable as permitted and for the benefit of Grantee ("Facilities") over, under, upon, across, through and within the Easement Property, subject to the terms and provisions of this Easement.

NOW, THEREFORE, for and in consideration of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals**. The recitals above and exhibits attached are true and correct and incorporated herein.

2. **Grant**. Grantor hereby grants unto Grantee the nonexclusive right, privilege, and easement to operate and maintain the Facilities over, under, upon, across, through and within the Easement Property. The Easement Property provides Grantee with a sprayfield disposal capacity (wet weather and disposal) for up to Nine and a half (9.5) MGD of annual average daily flow ("Capacity"). The rights herein granted to Grantee specifically include the right: (i) for Grantee to patrol, inspect, alter, improve, upgrade, repair, rebuild, relocate, and remove the Facilities; (ii) ingress and egress over the Easement Property and over portions of Grantor's adjoining property for the purpose of exercising the rights herein granted; and (iii) all other rights and privileges

reasonably necessary or convenient for Grantee's safe, and efficient operation and maintenance of the Facilities.

3. **Grantee's Use**. The Easement Property shall be solely used by Grantee as a sprayfield for the benefit of Grantee not to exceed the Capacity. Grantee shall use the Easement Property in compliance with all applicable permits and laws. Grantee shall not commit any waste or allow any environmental contamination on the Easement Property. Grantee shall be required to maintain insurance for the Easement Property in amounts as may be required by RIBIT. Grantee shall not permit additional treatment capacity above 9.5 MGD, at the current facilities, nor permit any additional sprayfield disposal capacity above the limits in the existing Florida Department of Environmental Protection permit.

4. **Grantor Reservations**. Grantor shall have the right to use the Easement Property in any lawful manner that is not inconsistent with the rights granted to Grantee herein and does not create an unsafe condition.

5. **Release of Easement Property**. The Easement Property, or any portion thereof, shall remain subject to the Easement until such time as RIBIT is able to replace the Easement Property, or any portion thereof, with an alternative disposal site or sites to serve the COL Capacity. Any portion of the Easement Property that has not be replaced by an alternative disposal site provided by RIBIT shall remain subject to the Easement. Alternative disposal sites shall be mutually agreed to by COL and RIBIT. As the alternate disposal site or sites become operational, Grantor may unilaterally record releases to this Easement.

6. **No Waiver**. Failure to exercise the rights granted herein shall not constitute a waiver or abandonment.

7. **Representations**. Grantor hereby warrants and covenants: (a) that Grantor is the owner of the fee simple title to the Easement Property, (b) that Grantor has full right and lawful authority to grant this Easement, and (c) subject to Grantor's reservations, Grantee shall have quiet and peaceful possession, use and enjoyment of this Easement.

8. **Run With Land**. The burden of the Easement granted herein shall be a burden running with the ownership of the Easement Property, or any portion thereof, and shall inure to successors, heirs and assigns.

9. **Amendment**. Any amendment to this Easement shall require written approval by the parties and any amendment without same shall be null and void.

IN WITNESS WHEREOF, the parties have executed this Easement the day and year first above written.

WITNESSES:

RAPID INFILTRATION BASIN INFRASTRUCTURE & TRANSMISSION, LLC, a Delaware limited liability company

BY: VDC MANAGER, LLC, a Florida limited liability company, its Manager

_____
Print Name:_____

_____
Print Name:_____

By:_____
Print Name:_____
Title:_____

DATED this ____ day of _____, 2022

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____, as _____of and on behalf of Rapid Infiltration Basin Infrastructure & Transmission, LLC, a Delaware limited liability company, who is personally known to me and who did not take an oath.

_____
Notary Public – State of Florida
Print Name:_____
Commission Expires:_____
Commission Number:_____

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.6.

Meeting Date: November 14, 2022

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida approving a Facade, Sign, and Landscape grant for Faith World Church for sign improvements; and providing an effective date.

Staff Recommendation:
Approve a resolution granting Faith World Church up to $20,000 for sign improvements at their facility located on 2205 West Main Street.

Analysis:
As part of the rolling Facade, Sign and Landscape grant program, Faith World Church would like to upgrade and replace their church sign. Their application is enclosed, complete and meets grant requirements for funding. The estimated cost is $31,560, which makes the Church eligible for up to $20,000 in grant funding, or 80% of funding if final costs drop below $25,000.

Procurement Analysis:
N/A

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

Fiscal Impact:
Faith World Church is not located in a CRA district, but the FSL grant program does allow other locations the same opportunity for beautification. In this case, the General Fund would pay the grant award and funds are available for the award.

Account No.	001-1295-519-8214
Project No.	CRASFP

RESOLUTION NO._____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, PROVIDING FUNDING FOR THE FAÇADE, SIGN AND LANDSCAPE GRANT PROGRAM (FSL) FOR A PROJECT LOCATED WITHIN THE CITY LIMITS OF LEESBURG AND PROVIDING AN EFFECTIVE DATE. (FSL FY 2023)

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

THAT the City Commission hereby authorizes staff to execute various FSL Grant Awards, as shown in attached Exhibit A, pursuant to the requirements of the Façade Sign and Landscape Grant Program.

THAT Faith World Church shall receive up to $20,000 in FSL funding and 80% of final cost funding if the project is completed below $25,000.

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 14th day of November 2022.

_____
Mayor

ATTEST:

_____
City Clerk

City of Leesburg, Florida

Facade Sign and Landscaping Grant

Information & Application

Revised: 02/15/2017
FSL Grant Program approved by Leesburg City Commission 1/9/2017

PURPOSE

1. The City of Leesburg's Façade, Signage and Landscaping Improvement Grant Program (FSL Grant) is a program designed to encourage private investment in visible exterior property, building and sign improvements that enhance the value of commercial/residential property; while meeting the intent and mission of the City to improve the aesthetics and ambiance of specific major corridors. The program may provide as much as $20,000. Funds appropriated annually by the City Commission and funding shall be available on a first come first serve basis. However, the program may be subject to the availability of funds, as determined by the City Commission.
2. FSL Grants must support the goals of the City Commission and be in compliance with corresponding building signage, architectural standards and other City regulations.
3. Applicants are reminded that grant awards made are discretionary in nature and should not be considered an entitlement by the applicant. All grant criteria contained herein are guidelines for awards and successful applicants may receive any amount up to the maximum award. Should an application meet all grant criteria, a grant may or may not be awarded at the City Commission's discretion due to a number of circumstances such as funding limitations, competing applications, and/or competing priorities.

SECTION 1: ELIGIBILITY REQUIREMENTS

1. The FSL Grant Program is available to businesses and/or building owners that are located with the target districts, as specified in Exhibit "A". These districts include areas within the City's CRA boundaries that have frontage on roadways to include U.S.27, U.S. 441, Main Street, plus all properties fronting Dixie Avenue and South Street. Businesses applying for the FSL Grant must be properly licensed through the City's Occupational Licensing Division and applicants must be a permitted/conforming use within the district.
2. Applications will not be accepted from property owners (and tenants of the property owners) who are delinquent on their property taxes. Applicants must not have any outstanding code liens or code violations that cannot be remedied with this grant assistance.

SECTION 2: ELIGIBLE IMPROVEMENTS

The FSL Grant Program shall provide matching funds for exterior (street side) improvements that are consistent with and further the implementation of the Land Development Code, respective CRA Redevelopment Plans and the City Comprehensive Plan. Funds may be used for the following improvements:

1. Replacement of windows and doors;
2. Exterior painting or siding as part of an overall façade renovation program. For example, painting is an eligible expense when done in conjunction with other major exterior improvements such as roof line changes, dormers, gable.
3. New signs as part of an overall improvement program for an existing improved property and removal of existing non-conforming and blighted signs;
4. Landscaping when associated with a Façade Renovation Program, replacement of a non-conforming sign, or an overall improvement program for an existing improved property;
5. Exterior architectural amenities (e.g., addition or improvement of balconies, porches or arcades);
6. Awnings and shutters;

7. Other exterior (street-side) façade improvements (considered by the Commission on a case-by-case basis)
8. Architectural, engineering or landscape architectural services to design improvements may be funded through this program (maximum of 10% of total grant award).

****NOTE:***
This list is illustrative.
All architectural designs, materials and colors must be consistent with the historic and architectural heritage of the City of Leesburg Code of Ordinances adopted under Ordinance 16-35 Architectural Design Standards and Ordinance 03-112 Historic District Ordinance and Guidelines.

SECTION 3: NON-ELIGIBLE IMPROVEMENTS

1. The FSL Grant Program cannot be used to fund interior renovations or roof repair, other maintenance items and cannot be used to renovate a non-conforming sign, unless the sign is being brought into conformity.

Any improvements constructed or installed prior to City Council approval are noteligible.

SECTION 4: AVAILABLE FUNDING AND MATCHING REQUIREMENT

1. The City shall fund this program from various sources to include, the Downtown Leesburg CRA; 441/27 CRA; Carver Heights CRA; and the General Fund. It is anticipated that 3-5 projects per year will receive funding; however, if additional funding is available, more funding cycles may be considered.
2. All sign and landscaping grants shall be funded 80% by the City and 20% by the applicant. The City's portion shall not exceed $20,000 for sign and landscaping grants. For sign, landscaping and façade grants, or façade grant only, 80% shall be funded by the City and 20% by the applicant. The City's portion shall not exceed $20,000.

SECTION 5: APPLICATION PROCESS AND DEADLINE

1. Applications will be accepted on a first come, first served basis.
2. As long as the FSL Grant Program is funded, there will be an annual grant cycle commencing on October 1 each year. All applications for funding shall be due on November 15 or the next immediate workday if the day is a holiday or weekend. Other grant cycles may be considered by the City as funding allows.
3. Application deadlines may change if funding levels permit additional grant cycles. In that case, the City will announce an additional cycle with an opening and closing application deadline.
4. The following application process shall be used for all grant applications submitted under this section:

    (1) The applicant receives an FSL Grant Program Application. Application forms are available in the following locations:

a. City Hall – 501 West Meadow Street;

b. Planning and Zoning Department - 204 South Fifth Street;

c. The Leesburg Area Chamber of Commerce- 1195 W Magnolia St.; and

d. The City of Leesburg website: www.leesburgflorida.gov.

(2) The applicant completes the application and submits it to the City for review and consistency with the CRA Redevelopment Plan, the Land Development Code, and any other applicable plans. The application package includes the following:

a. Completed application;

b. Proof of ownership of the property;

c. Proof of paid property taxes (current and prior years);

d. Copy of an estimate for the work to be completed

e. Photos of area to be improved.

f. Other information as needed to ensure all proposed work will be performed to meet the guidelines herein.

The applicant is responsible for all building and other permits and feesassociated with the proposed project.

Applicants must submit a complete application and all supporting materials in accordance with the instructions in this packet. Incomplete applications are not eligible for review or approval.

(3) The FSL Committee will review the applications according to the program selection criteria and shall score the grant application based upon the FSL grant criteria established herein. The FSL Committee shall forward a recommendation to the City Commission for final grant consideration. The Commission shall approve, approve with modifications or deny the funding application.

The FSL Committee consists of three (3) individuals, including the City Manager or Deputy City Manager, the Planning and Zoning Manager, and the Housing Director.

(4) The City Commission shall have sole authority to award FSL grants. If a grant application is denied, the applicant may reapply during the next funding cycle. The Commission's decision shall be final.

***Please note** that applications must be reviewed and approved before façade, sign or landscaping construction work begins. Grants will not be awarded to improvement projects that are under construction or completed prior to grant application.*

(5) For approved grant projects, prior to construction of improvements, the applicant must submit and receive applicable building and other regulatory permits.

The City of Leesburg is required to file informational returns (Form 1099-G) for individuals and entities receiving grants from the City. This information is confidential and will only be used for informational return reporting purposes. Grant recipients must sign and return a W9 form to the City before funds cab be distributed.

(6) Upon completion of the improvements, final inspection and approval by the City and issuance of a certificate of occupancy (if applicable), the applicant submits a "reimbursement package" to the City which includes the following:

a. Completed reimbursement form (provided by the City);

b. Copies of applicable invoices or receipts;

c. Proof of payment for improvements; and,

d. Before/After photos of the improvements.

e. Other information as needed by staff to ensure that the project was completed per the requirements herein.

Approved Applicants will receive grant funds after the project is completed and all associated costs have been paid. Upon completion of approved work, in order to receive grant payment, the applicant must submit documentation of work completed and proof of payment. It is the responsibility of the award recipient to maintain proper documentation of funds expended in the course of completing the improvement project. Release of funds is subject to submission, review and approval of this documentation. All improvements must be completed essentially as presented to the City Commission in order to receive payment.

Acceptable documentation is defined as PAID invoices/statements and/or schedule of values from vendors clearly detailing the work done, accompanied by copies of the cancelled check(s) showing payment accompanied by a vendor invoice.

(7) If the project is not completed, is not approved at its final inspection, or does not receive its certificate of occupancy (if applicable) within one year of award, the grant award shall expire and the applicant shall not receive pledged funds. The applicant may request a six-month extension. Only the Commission Extensions shall be granted

SECTION 6: RECURRING FSL GRANT APPLICATIONS

FSL grant applications will not be considered if the single building/property under the same ownership has received maximum grant funds ($15,000) within two previous fiscal years. Additionally, points will be awarded to first time applicants and/or applicants that have not previously received a grant in the past two years.

SECTION 7: FLS GRANT IMPROVEMENT RANKING CRITERIA

The following selection criteria may be used to review and rate applications for the FSL Improvement Grant Program. Criteria are derived from the goals and objectives of the City's adopted Redevelopment Plan(s), as well as the City's adopted Comprehensive Plan. Criteria are weighted with a maximum score of 100 points.

1. ***Streetscape Aesthetics and Functionality and Quality of Design*** (Up to 30 Points) – Degree to which the proposed project enhances the streetscapes of Leesburg, including the addition or enhancement of display windows, awnings, landscaping, handicapped accessibility and architectural amenities such as arcades, balconies and porches. Point are awarded for achieving the goals of the Redevelopment District, the Comprehensive Plan and remedying non-conformities.
2. ***Conformity to City Regulations and Redevelopment Goals*** (Up to 25 Points) – Degree to which the proposed project promotes the character of Leesburg and promotes redevelopment goals through the use of urban design principles, site design, architecture, materials, color, landscaping and other visual elements.
3. ***Removal of Slum and Blight and Positive Impact to Neighborhood*** (Up to 25 Points) – Degree to which the proposed project upgrades or eliminates substandard structures, code violations and/or eliminates non-conforming uses, as well as achieving the redevelopment goals of the City of Leesburg.
4. ***Historic Preservation and Materials*** (Up to 15 Points) – Degree to which the proposed project promotes the historic character of Leesburg, through historic preservation, adaptive re-use of historic structures, site design, architecture, materials, landscaping and other visual and physical amenities.
5. ***Previous Grant Assistance*** (Up to 5 Points) – Applicants who have not been awarded the grant in the previous two years are eligible for five (5) points.

DISCLAIMER:

Neither the City of Leesburg, nor its affiliates, shall be responsible for planning, design, or construction of improvements to property owned by the applicant. No warranties or guarantees expressed or implied by the description of, application for, or participation in the Façade, Signage and Landscaping Improvement Grant Program. The applicant is advised to consult with licensed architects, engineers, or building contractors before proceeding with final plans for construction.

FAÇADE IMPROVEMENT GRANT PROGRAM

1. ***Project Location:***

Address of Property to be improved:

2205 West Main Street, Leesburg, FL 34748

Assessor Parcel Number(s): 27-19-24-2100-00A-00300

Name of Business(es) in Project

First Pentecostal Church of Leesburg, Inc. dba Faith World

Building Frontage Measurement of Project: _____

2. ***Applicant Information:***

Name: Chris George

Mailing Address: 7912 Sunnyside Drive

City: Leesburg State: FL Zip: 34748

Phone: 302-521-3000

Email: christyegeorge@aol.com

Do you Own, Rent or Lease the subject property? Own

If you are not the owner,* ***the owner will need to co-sign this application.*

3. ***Businesses or Services Offered on Site:***

Church-House of Worship and Religious Instruction.

4. ***Description of Proposed Improvements:***

Replacement and Update of existing church signage:
The current 4'x8' sign will be replaced with LED lighted sign of the same size in the same footprint.

5. Please identify ways in which this project supports the Overlay District Concepts

The new signage would update the property in the community with the most current and up to date technology for communication, information, and beautification. This will be a welcome contribution to the overall look to the improvements planned for the Main Street corridor renovation.

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6. Submittals

Applications ***must*** include the following materials, if applicable, for consideration by the City:

- X Current Photo(s) of project site
- X Assessor parcel number and proof of paid property taxes
- X Applicant Information
- X Listing of businesses or services offered on site
- X Description of proposed improvements
- X Identification of project's support of the Overlay District
- X Current Occupational License
- X Rendering or sketch of proposed improvements
- X Architectural plans - elevation drawing, dimensions, measurements, etc
- X Color and material samples
- X Sign/Awning design drawings and/or plans
- X Documentation of cost estimates -- copies of vendor bids, estimates, etc
- X Signature of Property Owner and Applicant

Applications lacking sufficient materials to describe the project will NOT be reviewed.

7. Estimated Costs and Timing

Please provide copies of three vendor bids/estimates or other documentation of cost estimates for all proposed façade work.

a. Window or Door Replacement _____
b. Exterior paint or siding _____
c. Signage _____
d. Exterior Lighting _____
e. Façade/Exterior Architectural Improv. _____
f. Architectural/Design Fees _____
g. Landscape/Hardscape Improvements _____
h. Awnings or Shutters _____
i. Building Permit/Planning Fees _____
j. Other Proposed Improvements (specify) _____
k. _____ _____
l. _____ _____
m. _____ _____

TOTAL ESTIMATED COST: $0.00 — SEE ESTIMATE PROVIDED

Estimated Days/Months for Completion _____

8. Signatures

Signed _____ *Signed:* _____

Norman Hurley - President

Property Owner(s) Signature(s) *Applicant(s) Signature(s)*

_____ Chris Jeong - Admin Pastor

Property Owner(s) Signature(s) *Applicant(s) Signature(s)*

_____ _____

Property Owner(s) Signature(s) *Applicant(s) Signature(s)*

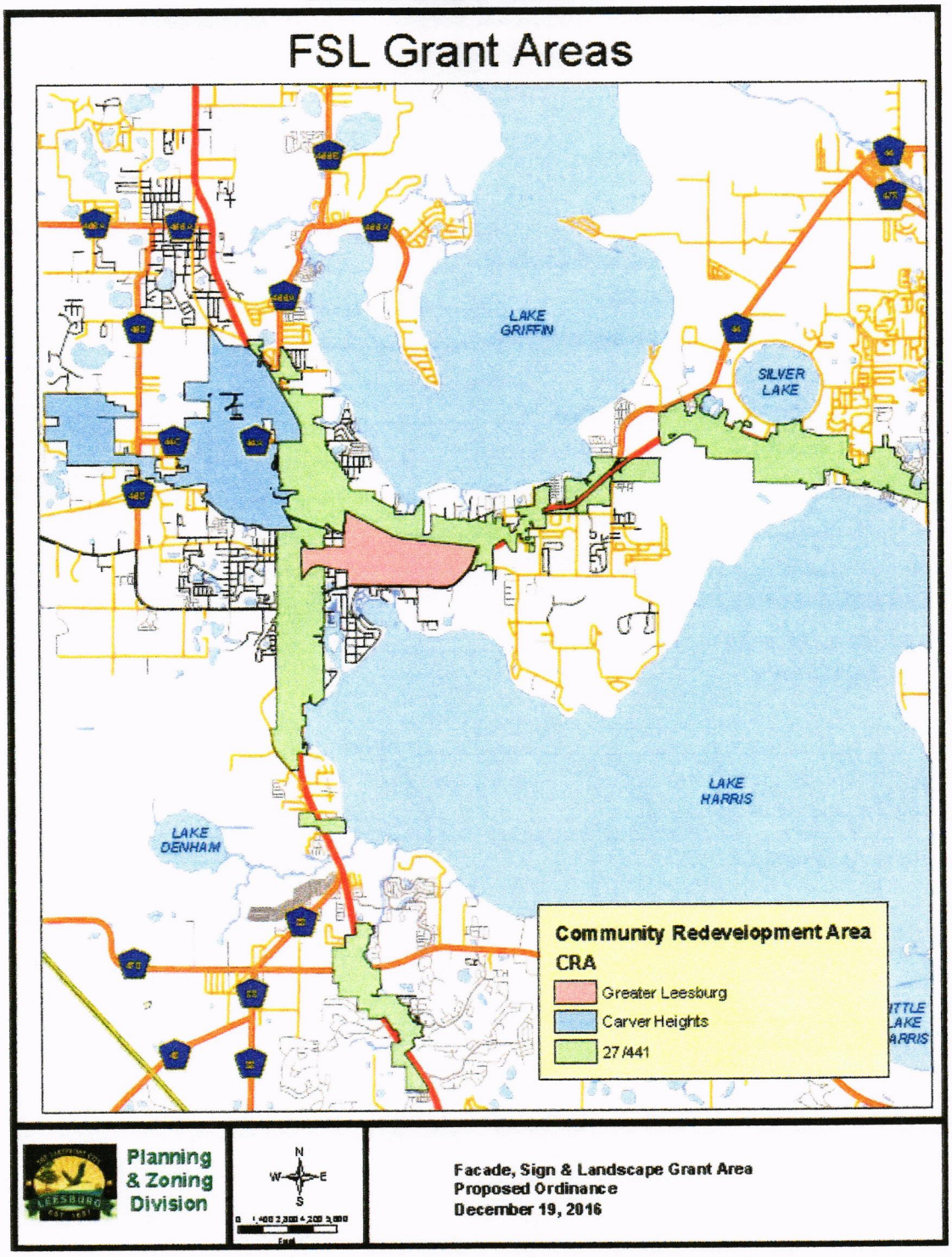
This Section for City Use

Amount Received: _____ *Date Reviewed:* _____

Recommendation to CRA: _____

Action by CRA: _____

MAP OF CRA BOUNDARY



PROPERTY RECORD CARD

General Information

Name:	FIRST PENTECOSTAL CHURCH OF LEESBURG INC	**Alternate Key:**	1236363
Mailing Address:	2205 W MAIN ST LEESBURG, FL 34748-4709 *Update Mailing Address*	**Parcel Number:**	27-19-24-2100-00A-00300
		Millage Group and City:	000L Leesburg
		2021 Total Certified Millage Rate:	16.7606
		Trash/Recycling/Water/Info:	*My Public Services Map*
Property Location:	2205 W MAIN ST LEESBURG FL, 34748 *Update Property Location*	**Property Name:**	FAITH WORLD *Submit Property Name*
		School Information:	*School Locator & Bus Stop Map* *School Boundary Maps*
Property Description:	LEESBURG, SUNSET TERRACE LOTS 3, 4, 5, 6, 7, BLK A PB 11 PG 94 ORB 1262 PG 1293		

NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	CHURCH (7100)	0	0		48750.000	Square Feet	$0.00	$107,250.00

Click here for Zoning Info FEMA Flood Map

Commercial Building(s)

Building 1

Commercial

Building Value: $114,376.00
Building Use: CHURCH (71C)
Structure Type:

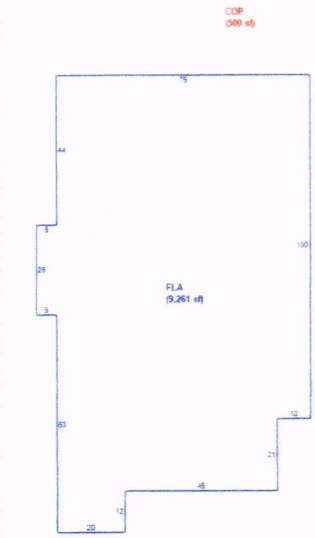
Summary	
Year Built:	1960
Total Effective Area:	9761
Full Bathrooms:	0
Half Bathrooms:	3

Section(s)

Section Type	No. Stories	Ground Floor Area
COMMERCIAL CANOPY (COP)	1.00	500
FINISHED LIVING AREA (FLA)	1.00	9261

View Larger

Elevators:	0
Elevator Landings:	0
Residential Units:	0
Kitchens:	0
Fireplaces:	0



Miscellaneous Improvements

No.	Type	No. Units	Unit Type	Year	Depreciated Value
1	PAVING (CPAV1)	27930	SF	1959	$22,624.00
2	FENCE (CFEN1)	536	SF	1999	$309.00
3	FENCE (CFEN2)	1440	SF	2018	$3,744.00

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. Follow this link to search all documents by owner's name..

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
1262 / 1293	10/1993	Warranty Deed	Qualified	Improved	$183,000.00
895 / 472	10/1986	Quit Claim Deed	Unqualified	Improved	$1.00
794 / 1447	12/1983	Warranty Deed	Unqualified	Improved	$1.00

Click here to search for mortgages, liens, and other legal documents.

Values and Estimated Ad Valorem Taxes

Values shown below are 2022 WORKING VALUES.
The Market Value listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	$248,303	$248,303	$0	5.0529	$0.00
SCHOOL BOARD STATE	$248,303	$248,303	$0	3.5940	$0.00
SCHOOL BOARD LOCAL	$248,303	$248,303	$0	2.9980	$0.00
LAKE COUNTY WATER AUTHORITY	$248,303	$248,303	$0	0.3229	$0.00
NORTH LAKE HOSPITAL DIST	$248,303	$248,303	$0	0.0000	$0.00
ST JOHNS RIVER FL WATER MGMT DIST	$248,303	$248,303	$0	0.2189	$0.00
CITY OF LEESBURG	$248,303	$248,303	$0	4.0192	$0.00

SALES CONTRACT

1915 Greenleaf Lane
Leesburg, FL 34748
Tel: 352-323-1862
Email: Davyn@SignCraftersFlorida.com
SignCraftersFlorida.com

Job number: 4066

Sales Person: Davyn R

Dated 10/27/2022 by and between Sign Crafters of Central Florida, Inc. and:

Customer: First Pentecostal Church of Leesburg, Inc
Contact: Trueman Hurley
Address: 2205 W Main St, Leesburg, FL 34748

Email: christyegeorge@aol.com
Phone: 302-521-3000

TERMS

TERMS: 50% deposit due before work begins. Balance due immediately upon completion of job. Electricity must be supplied within six (6) feet of the sign site. Permitting & Engineering must be obtained by Sign Crafters and paid for by the customer, billed separately at completion of job (unless an inclusive price was agreed upon up front). Signs are not put into fabrication until permit is obtained by governing municipality. Obtaining proper permitting takes 1-3 weeks on average. Fabrication & Install of your job after the issuance of the permit is contingent upon the workflow within our company at that point in time, however our best effort will be made to expedite this process.

DESCRIPTION OF WORK

Description	Quantity	Unit Price	Tax	Amount USD
Custom Built Monument Sign of Aluminum Fabrication built to customer's specifications. Overall Width: 8' Double Sided with Acrylic Flat Faces with custom Graphics to internally illuminate. Sign will Also include LED Video Displays: AA P10mm 2 (48" x 96") panels - Double Sided To include Nova MRV 300 Receiving Cards, Nova Star Sending Card MSD 300, Nova Star MCTRL300 Black Box for the sending card, Pluto Software (to push the board) and Nanostation M5 Wireless Bridge. - Dedicated Laptop Included as well. PRICE INCLUDES FABRICATION AND REMOVAL AND DISPOSAL OF EXISTING AND INSTALLATION OF NEW	1.00	31,560.00	Tax Exempt	31,560.00
Permit / Engineering Fees based on governing county or city. - CITY OF LEESBURG Permits at COST, Notice of Commencement Filing at COST, Engineering at COST, Procurement (Acquisition) $200 TO BE BILLED AT END OF PROJECT				
			Subtotal	31,560.00
			TOTAL USD	**31,560.00**

I have read and agree to the TERMS AND CONDITIONS attached to this contract:

Trueman Hurley

AUTHORIZED SIGNATURE

State Certified
Licensed Contractor
ES 12001170

UL LISTED UL ID # E472754 · ISA MEMBER · MSSA MID-SOUTH SIGN ASSOCIATION INC · SSSA Southern States Sign Association Share. Learn. Grow.

SignCrafters of Central Florida, Inc will hereby be referred to as "SignCrafters" for the sake of this document.

SignCrafters warranties all materials and workmanship/labor for said sign work described in the Sales Contract for a period of (12) twelve months from date of installation. Additional manufacturer's warranty on certain components may apply depending on parts used.

All work will be completed in a workmanlike manner and according to standard practices. Any deviations from the work or specification described in the Sales Contract involving extra costs will be undertaken only upon order of Customer and may result in additional fees depending on scope of work. It may also extend the time for completion on the project. SignCrafters is not responsible for failure to complete work due to strikes, accidents, natural disasters, municipality issues or delays beyond its control.

SignCrafters is a State Certified Licensed Sign Contractor (ES#12001170) licensed to do business within the entire State of Florida. SignCrafters is also UL Certified which means fabrication is completed to UL standards. SignCrafters carries all insurance required by the State of Florida for licensed contractors, including but not limited to General Liability and Worker's Compensation.

Final payment is due on date of installation or on date of in-store pick-up. The finished products described in this contract are the sole property of SignCrafters until such time as payment in full has been made. SignCrafters retains the right to remove or repossess said product if payment in full is not received. SignCrafters can refuse the right to do future business with any company or individual which proved themselves delinquent or a collections problem in the past.

In the event of default by customer, all outstanding expenses, including all parts and labor, related to the job up to that day of default remain due. Any deposit that has been made to SignCrafters is non-refundable.

This Sales Contract supercedes any written document or oral agreement not specifically set forth here in writing. This Sales Contract shall be binding upon the parties hereto, their successors and assigns and this Contract shall be governed according to the laws of the State of Florida.

A scaled site plan clearly indicating all property lines and right of ways is required for all signs and is the responsibility of the Customer.

Placement of the sign for permitting will be according to the zoning codes for the City, County, or State Government that has jurisdiction. If customer is not satisfied with said placement, it is Customer's responsibility to obtain new placement by governing authority. If site plan is not accurate and the sign has to be moved after it is permitted or installed, customer will be responsible for any and all expenses incurred for the movement of the sign, as well as the cost to obtain an accurate property site plan.

If job includes SignCrafters removal of any existing signage before install of new, removal will include destruction and disposal of said signage, unless otherwise noted in writing by customer. Signs that have been removed / disposed of are destroyed and cannot be returned. If customer decides they'd like to keep the previous signage, it will be left at their location in a place they determine, on day of removal. If SignCrafters is asked to keep signage at their facility, a time limit will be set & storage fees may apply.

During installation of ground signs such as monuments or pylons, excavation takes place and heavy machinery (i.e. excavators) may used. While care is taken not to disrupt the landscaping and vegetation, it sometimes cannot be avoided. Customer understands this and will not hold Sign Crafters responsible for any landscaping damages or repairs needed. Before excavation begins, Sunshine 811 of Florida is phoned in for locates. While the local utility companies to come out and mark important lines they may have in the dig area such as power, fiber optic and phone, this "Call before you dig" service does not recognize any lines the property owner may have added such as irrigation. If irrigation lines are in the vicinity of the sign location/dig area, customer is responsibility for notifying Sign Crafters as well as marking those lines with label caution flags. Sign Crafters will not be held responsible for damage due to irrigation lines or any other privately owned lines that are unmarked at the dig site.

Customer's Landlord/Property Management approval is required before beginning the work described via Letter of Authorization provided by SignCrafters. Any changes required to modify spec sheets or Sales Contract can create a delay in permit submittal and could incur additional cost. SignCrafters is not responsible for any loss, damage, fine or other such liabilities to Customer.

SignCrafters is responsible for and will obtain sign permit(s) with governing City or County agency or other, if necessary, to install signage detailed in this document, but is NOT responsible for obtaining State or Federal approval including, but not limited to, Department of Transportation. SignCrafters is not responsible for the delay in obtaining permit due to any agency or government shutdown or strike.

State Certified
Licensed Contractor
ES 12001170

UL LISTED UL ID # E472754

ISA MEMBER

MSSA MID-SOUTH SIGN ASSOCIATION INC

SSSA Southern States Sign Association Share. Learn. Grow.

Shannon Hurley

AUTHORIZED SIGNATURE

INVOICE

Faith World
Attention: Faith World
Faith World

Invoice Date
Oct 27, 2022

Invoice Number
INV-10378

Reference
Monument Sign

SIGNCRAFTERS
xxx-xx-56-0

SignCrafters of Central Florida Inc
1915 Greenleaf Lane
LEESBURG FL 34748
UNITED STATES

Description	Quantity	Unit Price	Tax	Amount USD
Custom Built Monument Sign of Aluminum Fabrication built to customer's specifications. Overall Width: 8' Double Sided with Acrylic Flat Faces with custom Graphics to internally illuminate. Sign will Also include LED Video Displays: AA P10mm 2 (48" x 96") panels - Double Sided To include Nova MRV 300 Receiving Cards, Nova Star Sending Card MSD 300, Nova Star MCTRL300 Black Box for the sending card, Pluto Software (to push the board) and Nanostation M5 Wireless Bridge. - Dedicated Laptop Included as well. PRICE INCLUDES FABRICATION AND REMOVAL AND DISPOSAL OF EXISTING AND INSTALLATION OF NEW	1.00	31,560.00	Tax Exempt	31,560.00
Permit / Engineering Fees based on governing county or city. - CITY OF LEESBURG Permits at COST, Notice of Commencement Filing at COST, Engineering at COST, Procurement (Acquisition) $200 TO BE BILLED AT END OF PROJECT				
			Subtotal	31,560.00
			TOTAL USD	**31,560.00**

10/27/2022
PAID
5,780.00
via check
NO.
12708

Due Date: Nov 3, 2022

PAYMENT ADVICE

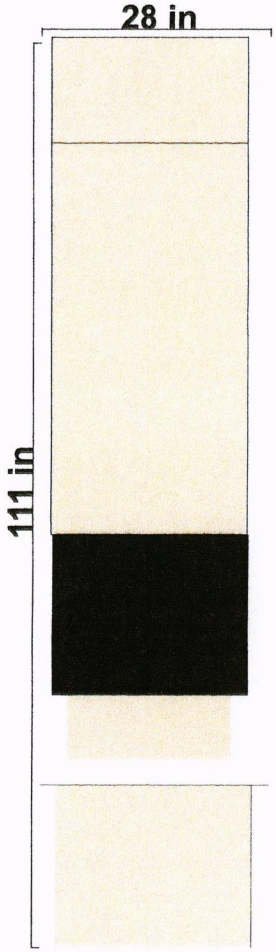
To: SignCrafters of Central Florida Inc
1915 Greenleaf Lane
LEESBURG FL 34748
UNITED STATES

Customer	Faith World
Invoice Number	INV-10378
Amount Due	**31,560.00**
Due Date	Nov 3, 2022
Amount Enclosed	

Enter the amount you are paying above

Custom Monument Sign with Electronic Message Center | DESIGN PROOF





Client	Project Manager
Faith World	Davyn R
Address	**Email**
2205 W Main St, Leesburg, FL 34748	davyn@SignCraftersFlorida.com
	Job Number

x
Client

SIGN Crafters OF FLORIDA
Commercial Signage Solutions

1915 Greenleaf Lane
Leesburg, FL 34748
SignCraftersFlorida.com
352-323-1862
ES12001170

UL LISTED E472754

MSSA MEMBER

SSSA Southern States Sign Association

PLEASE REVIEW THIS CAREFULLY
We try our best to make sure things are spelled correctly, but ultimately spelling is your responsibility. Colors on finished product may vary slightly from electronic proof.

This drawing is the sole property of Sign Crafters of Florida (with the exception of registered trademarks) and is submitted solely for the purpose of conveying design, fabrication and installation intent. By accepting this document from Sign Crafters of Florida, client agrees that it will not be copied or reproduced in any part or shared with any persons outside recipient's company without permission from Sign Crafters of Florida until approved and accepted through purchase by client named directly on drawing. Violation of these terms could result in fines or penalties, not excluding court action.

By signing this document, client agrees to the build style, including materials, colors, size, lighting (if applicable) and install location, as well as wording/spelling outlined. Should any changed be requested following the signing of this document, additional fees may apply.


PENTECOSTALS
WORSHIP SCHEDULE
9-45 SUNDAY SCHOOL
10-AM PRAISE
7-30PM WEDNESDAY


Faith World
Faith World
PENTECOSTALS
DOUBT KILLS
MORE DREAMS
THAN FAILURE
EVER WILL


The PENTECOSTALS
WORSHIP SCHEDULE
9-45 SUNDAY SCHOOL
10-AM PRAISE
7-30PM WEDNESDAY

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.7.

Meeting Date: November 14, 2022

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida approving a Facade, Sign, and Landscape grant for Palace Partners, LLC, for sign improvements at 410 W Main Street; and providing an effective date.

Staff Recommendation:
Approve downtown FSL Grant for Palace Partners, LLC in an amount of $20,000.

Analysis:
Palace Partners, LLC has purchased the building at 410 West Main Street and plans a major interior and exterior renovation project. Palace Partners, LLC has also filed for a downtown building redevelopment grant.

Palace Partners is eligible for and FSL grant for exterior improvements. The owner has represented that they plan to conduct window/door replacements, stucco/painitng repairs, signage upgrades, awnings replacements and other improvements totaling an estimated $379,500. This expense makes them elligble for grant FSL funding of $20,000.

Procurement Analysis:
N/A

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

Fiscal Impact:
Grant funding is available in the Greater Leesburg CRA. Currently the CRA has $55,910 of unallocated grant funding.

Account No.	016-6189-559-8214
Project No.	CRASFP

RESOLUTION NO._____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, PROVIDING FUNDING FOR THE FAÇADE, SIGN AND LANDSCAPE GRANT PROGRAM (FSL) FOR A PROJECT LOCATED WITHIN THE GREATER LEESBURG DOWNTOWN COMMUNITY REDEVELOPMENT AGENCY AREA; AND PROVIDING AN EFFECTIVE DATE. (FSL FY 2023)

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

THAT the City Commission hereby authorizes staff to execute various FSL Grant Awards, as shown in attached Exhibit A, pursuant to the requirements of the Façade Sign and Landscape Grant Program.

THAT Palace Partners, LLC of 3914 Centerville Road, Suite 300, Chantilly, Virginia 20151 shall receive up to $20,000 in FSL funding and 80% of final cost funding if the project is completed below $25,000.

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 14th day of November 2022.

_____
Mayor

ATTEST:

_____
City Clerk

P & Z COMMENTS
PALACE PARTNERS, LLC GRANT APPLICATION
11/8/2022

DATE: November 8, 2022

TO: Al Minner

FROM: Dan Miller DM

RE: **Downtown Leesburg Building Redevelopment Grant – 410 West Main**

Comments
Planning and Zoning staff have reviewed the Downtown Leesburg Building Redevelopment Grant application for 410 West Main and offer the following comments.

1. The application needs to be signed by the owner or representative.

2. As required by Chapter 30, a review by Historic Preservation Board is needed for:
   a. Exterior changes such as windows and paint colors
   This would not interfere with grant approval. If changes need to be made per the Historic Board, that can be handled at that time. Based on the application, the windows appear to meet historic requirements.

3. The project is eligible for funding. The overall score was 85/100.

Recommendation
Staff recommends approval of the request for funding for 410 West Main.

Cc: Dianne Pacewicz
Christine Rock
Melissa Medders

PALACE PARTNERS, LLC

10/31/2022

Al Minner
City Manager
City of Leesburg
501 W Meadow Street
Leesburg, Florida 34749-0630

Mr. Minner,

It was an immense pleasure meeting with you this week. As discussed, please find attached our application for the downtown redevelopment grant offered by the city.

As you know we purchase the historical Palace building located on 410 West Main Street earlier this year with plans to redevelopment it to a mixed-use development.

I am happy to report that we are nearing the end of the first phase of our project. By the end of this November, we should have two floors of the building completed and totally occupied. During the design and renovations, we have taken into careful consideration to persevere the historical architecture and to upgrade building systems and structure where needed. We strongly feel the investment and improvements we have made to date will not only benefit our tenants but are keeping in line with the towns vison of revitalizing the downtown. Our ownership group is committed to continuing to invest our resources in making the downtown area vibrant and livable place for everyone to be proud of.

Thank you for your consideration and we look forward to speaking to you soon.

Respectfully,

Jeffrey B. Lawrence
Managing Partner
Enclosure

FAÇADE IMPROVEMENT GRANT PROGRAM

1. ***Project Location:***

Address of Property to be improved:

410 West Main Street

Assessor Parcel Number(s): Lot 9 The city of Leesburg ,North of Main

Name of Business(es) in Project

The Palace

Building Frontage Measurement of Project: 55' +110'

2. ***Applicant Information:***

Name: Palace Partners LLC

Mailing Address: 3914 Centerville Road Suite 300

City: Chantilly State: VA Zip: 20151

Phone: 703-707-6404

Email: JLawrence@Capitolcorp.com

Do you Own, Rent or Lease the subject property? Own

If you are not the owner,* ***the owner will need to co-sign this application.*

3. ***Businesses or Services Offered on Site:***

The property is of mixed use. We have office space and retail space housed in the property. We are planning the development of apartments on the 3rd floor. Currently the building houses The Two Old Hags, Beacon Colleges offices for Finance, Innovation and Administration. Also, a Leasing and Sales office for Morris Reality

4. ***Description of Proposed Improvements:***

We plan to repair the cracks on the exterior of the buildings and paint and caulk. We are in process of repainting ceilings under the canopies. We are installing new led lighting in the entrance foyer. Repairs have been made to many of the windows, but we plan to change all of the windows in the project. We have repaired the roof and replaced all of the old parapet tile cap with new galvanized metal. We are installing new hardi planking to the existing utility room that is on top of the roof. Power washing of the sidewalks and awnings have been completed with a plan to repaint awnings in the spring.

5. Please identify ways in which this project supports the Overlay District Concepts

Our building is situation on main street next to the city park. It is right in the middle of the town square and a focal point for many if not all of the activities that happen on main street and the park. We think the building is a good example of showing how the the older structures and buildings can be preserved while being repurposed for mixed use development. These benefits those who live and work in the town and also those who visit.

---

6. Submittals

Applications ***must*** include the following materials, if applicable, for consideration by the City:

- X Current Photo(s) of project site
- X Assessor parcel number and proof of paid property taxes
- X Applicant Information
- X Listing of businesses or services offered on site
- X Description of proposed improvements
- X Identification of project's support of the Overlay District
- X Current Occupational License
- X Rendering or sketch of proposed improvements
- X Architectural plans - elevation drawing, dimensions, measurements, etc
- ____ Color and material samples
- ____ Sign/Awning design drawings and/or plans
- X Documentation of cost estimates -- copies of vendor bids, estimates, etc
- X Signature of Property Owner and Applicant

Applications lacking sufficient materials to describe the project will NOT be reviewed.

7. Estimated Costs and Timing

Please provide copies of three vendor bids/estimates or other documentation of cost estimates for all proposed façade work.

a.	Window or Door Replacement	$300,000.00
b.	Exterior paint or siding	$20,000.00
c.	Signage	$5,500.00
d.	Exterior Lighting	$15,000.00
e.	Façade/Exterior Architectural Improv.	
f.	Architectural/Design Fees	$10,000.00
g.	Landscape/Hardscape Improvements	$4,000.00
h.	Awnings or Shutters	$20,000.00
i.	Building Permit/Planning Fees	$5,000.00
j.	Other Proposed Improvements (specify)	
k.		
l.		
m.		

TOTAL ESTIMATED COST: $379,500.00

Estimated Days/Months for Completion _____

8. Signatures

Signed _____ *Signed:* _____

Property Owner(s) Signature(s) — *Applicant(s) Signature(s)*

Property Owner(s) Signature(s) — *Applicant(s) Signature(s)*

Property Owner(s) Signature(s) — *Applicant(s) Signature(s)*

This Section for City Use

Amount Received: _____ *Date Reviewed:* _____

Recommendation to CRA: _____

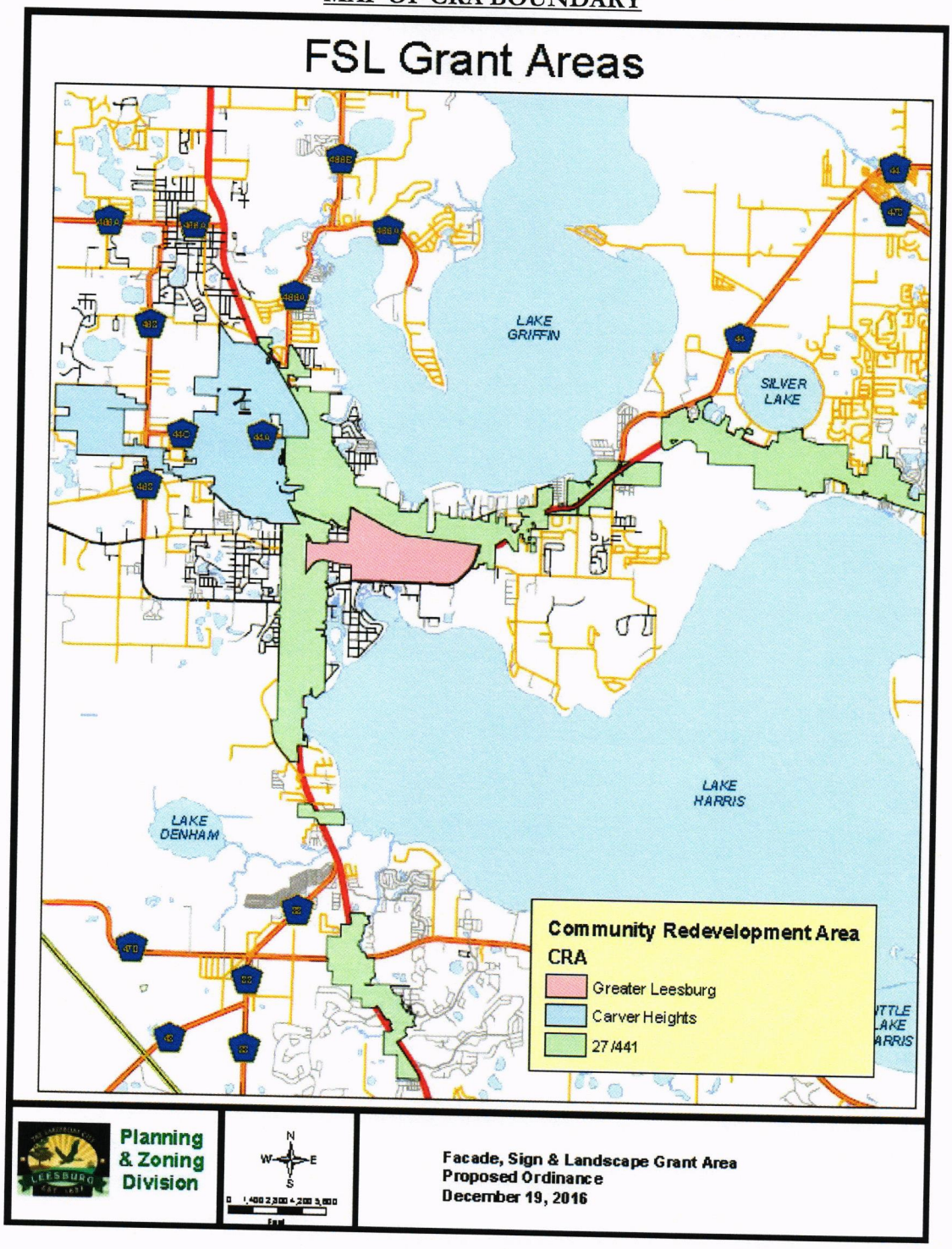
Action by CRA: _____

Revised 02/15/2021

FSL Grant Program approved by Leesburg City Commission 1/9/2017

Print ONLY For information of how to use this form, Contact: Planning and Zoning

MAP OF CRA BOUNDARY



Jeffrey B. Lawrence

From: Jeffrey Lawrence <jblawrence63@me.com>
Sent: Monday, October 31, 2022 11:36 AM
To: Jeffrey B. Lawrence
Subject: [EXTERNAL]Photos





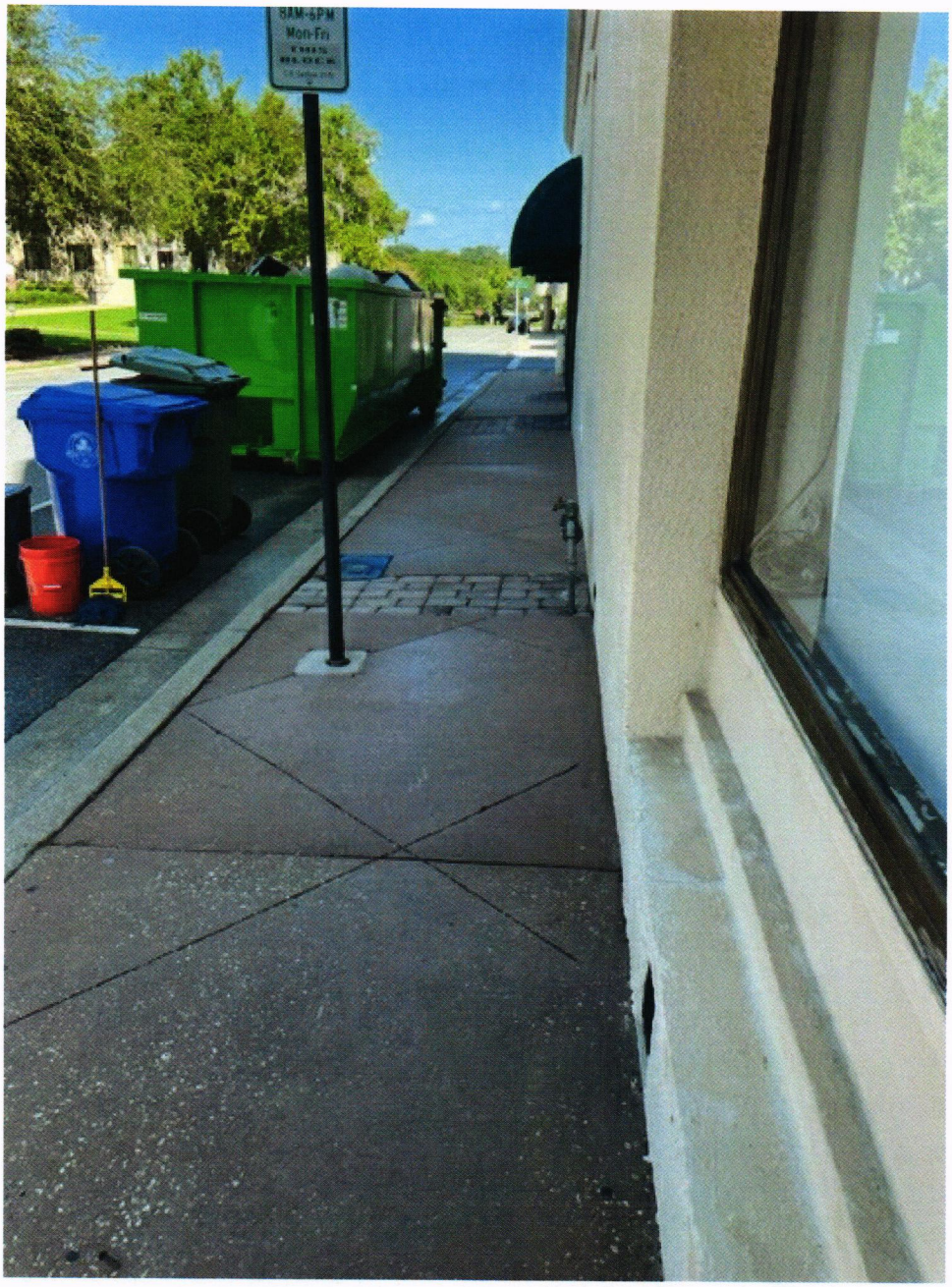












Sent from my iPhone

KELLEY PAINTING
services

Morton Construction
C/O The Palace
ATTN: Kevin Kennel

Date: 8/8/2022

From: amanda@kelleypsfl.com

Subject: The Palace

Kelley Painting Services of Florida is pleased to submit the following *BUDGETARY* proposal to prime and paint this project per the:

Architect: N/A Existing

Scope of Work Furnish all Labor, Materials and Equipment required to Prime and Paint the THE PALACE project per the drawings listed above.

****Included: Exterior Block/Brick- Front, Back and Sides**

****NOT Included: Exterior: Tin Ceiling on Front in from of "2 Old Hags". Can be added.**

This is budgetary and only 3 sides of building. Front can be discussed.

Price: $22,000.00

Specifications: 1 Coat Sherwin Williams Loxon Masonry Primer, 1 Coat Sherwin Williams Superpaint Exterior Flat Coating.

NOTES:

* Includes a 1 year warranty. Warranty does not include fading, fertilizer and hard water stains, bugs(including mud dobbers, blind mosquitos, and love bugs), Mold or Mildew Growth due to moist conditions.

**KPS reserves the right to substitute product due to supply chain demands. Customer will be notified.

**Darker Colors will fade faster. Will also prohibit a uniform surface if substrate isn't in good condition.

**Price includes paint.

***Kelley Painting adheres to the strict industry standards.

Please see guidelines at https://pcapainted.org/industry-standards/

PCA EST. 1884 PAINTING CONTRACTORS ASSOCIATION

CPIA COMMERCIAL PAINTING INDUSTRY ASSOCIATION

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to PCA INDUSTRY standard practices.

TERMINATION: This agreement may be terminated, without penalty, by either party upon written notice within seventy tow (72) hours from full and complete last execution. Execution shall be deemed to be complete upon the signing of all parties to this agreement to toll only after and the time for termination shall begin party has executed the agreement. notice shall be in writing, signed by the terminating party, and must be delivered to the other party(ies) in a manner that ensures that receipt is confirmed by the non-terminating party.

PROPOSAL

Anchor Coatings, Inc.
2280 Tally Road
Leesburg, FL 34748 Tel: 352-728-0777

	DATE	December 28, 2021
PROPOSAL SUBMITTED TO:	***PHONE #***	703-707-6404 Office 703-929-0863 Cell
NAME	***JOB NAME***	
Capitol Reality Group c/o Jeff Lawrence	"Old Hagg" Palace Building on corner	
ADDRESS	***SUBDIVISION:***	
410 W Main Street		
CITY, STATE, ZIP	***EMAIL:***	
Leesburg, FL. 34748	jlawrence@capitolcorp.com	
MODEL:	***UNIT/LOT#***	

SCOPE OF WORK: Waterproof Exterior Stucco Including Parapet Walls and Doors.

Pressure-clean exterior to remove mildew traces and all foreign matter, as needed.

Apply Urethane sealant to all cracks, voids, accent bands as needed.

Apply one (1) coat of Mastic 101 Primer-Sealer at the rate of 250' per gallon.

Apply one (1) coat of Flex Koat 204 Elastomeric Coating at the rate of 250' per gallon.

Apply one (1) finish coat of Flex Koat 204 Elastomeric Coating at the rate of 250' per gallon.

**Sand, wire brush to prepare windows. Re-glaze, Prime and Apply two (2) coats of Semi-Gloss Enamel Finish Coats

Total Material & Labor Windows = 46,749.00

*** Anchor Coatings Will Not Repair Any Damaged or Defective Wood Windows.

We hereby propose to furnish labor and materials - complete and in accordance with the above specifications, for the sum of
***Forty One Thousand Four Hundred Eight Nine dollars *** ($41,489.00)**

We do NOT accept Credit Cards as payment. Thank you.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the agreement, contingent upon strikes, accidents or delays beyond our control. This proposal is subject to acceptance within 30 days and it is void thereafter at the option of the undersigned.

Authorized Signature _____

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

ACCEPTED: Signature _____

Date _____ Signature _____

QUOTATION & PURCHASE CONTRACT

White Sign Company, LLC
Job #7454
05/23/2022

BILL TO
The Palace Renovation - Leesburg
Address not found

JOB LOCATION
410 W. Main St.
Leesburg, FL 34748

907 S. Charles Richard Beall Blvd
DeBary, FL 32713
United States
Website: www.whitesigncompany.com
Phone: (386) 320-0623

QUANTITY	DESCRIPTION		UNIT COST	COST
1	The Palace		$12,879	$12,879
	1 .1 Manufacture Prefinished Fabric Awning (x2) 14'-2" L // Rigid Valance: 2'-1" () Total = 30 LF	$2,385		
	1 .2 Manufacture Prefinished Fabric Awning W/ Graphics (x1) 21'-5" L // Rigid Valance: 2'-7" () Total = 22 LF	$1,510.50		
	1 .3 Manufacture Prefinished Fabric Awning (x1) 11'-0" L // Rigid Valance: 2'-2" () Total = 11 LF	$1,192.50		
	1 .4 Manufacture Prefinished Fabric Awning (x2) 11'-5" L // Rigid Valance: 0'-0" () Total = 24 LF	$2,862		
	1 .5 Manufacture Prefinished Fabric Awning (x1) 5'-2" L // Rigid Valance: 0'-0" () Total = 6 LF	$954		
	1 .6 Install Prefinished Fabric Awning (x7) // Travel Time, 1 Truck, 2 Installers, Supplies & Equipment, Install Time	$3,975		
	1 .7 *Estimate is subject to change based on field verification, additional labor, size revisions, changes to the scope of work, or engineering costs	$0		

THIS AGREEMENT IS ACCEPTED AND APPROVED BY:

The Palace Renovation - Leesburg

Sign:_____

Print:_____

Date:_____

White Sign Company, LLC

Sign:_____

Print:_____

Date:_____

Subtotal	$12,879
Total Tax	$0
TOTAL CONTRACT	**$12,879**
Required Deposit	$0
FINAL BALANCE	$12,879

Price Adjustment: White Sign Company reserves the right to adjust pricing should LME (London Metal Exchange) Aluminum and/or Steel prices on the contract execution date are higher than on the quotation date.

Payments for contracted jobs will be invoiced according to contractual specifications agreed upon by both parties.

Contracted projects with an Owner Direct Purchase stipulation will require a 50% deposit.

All other projects require a 50% deposit to begin. Payment in full is due immediately upon receipt/installation. By signing, applying a deposit, or issuing a purchase order to begin the project, the customer accepts the proposal as written and agrees to all terms of the purchase contract.

Estimates/quotes are valid for 7 days and are based on customer-provided art, drawings, scaling, and/or measurements. The actual price may vary once measurements are confirmed.

50% Deposit is required to begin non-contracted projects and projects requiring Owner Direct Purchase. Balance is due immediately upon completion. Balance due shall not be delayed due to inspection results. White Sign Company, LLC is responsible for all inspections and inspection results.

White Sign Company will not perform any additional work, make changes to an existing job, or amend an ongoing project without a written change order and/or approval in writing. Additional deposits may be required.

Estimate includes work to be done in one trip unless otherwise noted. Additional trip charges will be added to the final invoice. If vector or usable artwork is not provided, a design fee of $125.00 per hour will be added to the final invoice for the additional time required to prepare artwork for fabrication. The initial design with (x2) two revisions is included in the quote/contract. Additional revisions will be charged accordingly (see above) and added to the final invoice.

Please carefully check all proofs and sales quotes/specs prior to production to confirm sizes, designs, spelling, and colors. Design approval must be received, in writing, prior to fabrication beginning. As of November 18, 2021 fabrication is 12-16 weeks on most projects (custom projects can take longer). We will not fabricate until we receive the design approval in writing or have a permit (s) in hand. The length of time to receive permits is mandated by the municipality. The average time is 4-6 weeks. White Sign Company, LLC has no control over these wait times.

The average fabrication time for projects is 12-16 weeks from the date of artwork approval, permit approval, or deposit received (if provided artwork and no permit required). Additional time will be required for larger projects, projects requiring special materials, and projects that have extreme detail. Smaller projects can be completed in a shorter time period provided the materials required are in stock. White Sign Company reserves the right to substitute similar materials during the fabrication process.

The customer is responsible for electricity within 6' of the sign.

Actual permit fees from the municipality will be added to the final invoice. White Sign Company will not complete permit close-outs on permits that weren't obtained using our permitting department/license. Additional fees to close out permits can be quoted, if requested. White Sign Company will only permit signs and sign components. Canopies and awnings need to be included in your building permit.

DO NOT REMOVE YOUR PERMIT UNTIL CONFIRMATION OF INSPECTIONS HAS BEEN SENT TO YOU BY WHITE SIGN COMPANY. ADDITIONAL FEES FOR FAILED INSPECTIONS WILL BE ADDED TO THE FINAL INVOICE.

If White Sign Company is installing provided signage, please be aware that it takes 3-5 business days for signage to be inventoried, inspected, and photographed for possible damage. White Sign Company requires advance notice of any shipment. If advanced notice is not received, WSC reserves the right to refuse the delivery. Installs for signage received will be scheduled, on average, 1-2 weeks after receipt. Please do not send signage to install more than 30 days in advance. Storage fees begin at $250.00 per month for signage held over 30 days.

WARRANTY INFORMATION:

- Product & parts warranty: all sign & canopy projects carry a one-year warranty on all parts free from defects from the manufacturer. LED modules and LED power supplies have a one-year warranty from the manufacturer.

- Labor warranty: all sign labor (including illumination labor), for signs installed by White Sign Company is warrantied for 90 days. After 90 days, labor is $125.00/hour with a two-hour minimum.

- Return Policy: All sign orders are custom made and are non-cancelable once production has been started. Please carefully check all proofs and sales quotes/specs prior to production to confirm sizes, designs, spelling and colors.

- Any alterations to products manufactured by White Sign Company after installation VOIDS all warranties.

Please note:

Aged signage being removed or re-installed can be brittle and fragile and can be damaged easily. White Sign Company will take extreme care to avoid any damage, but we cannot prevent this in all cases. If aged signage is damaged during removal or re-install, White Sign Company will not be held

responsible. This includes neon and neon components.

Landscaping is not the responsibility of White Sign Company. If the landscaping has been completed prior to the canopy/sign installation, the customer is responsible for any landscape damage that may occur during installation. It is recommended that landscaping is completed after installation. Bucket trucks, lifts, ladders, and scaffolding are used for installation.

Cash, credit card, and checks accepted. Make checks payable to White Sign Company.

The following section applies to all contracted projects that White Sign Company is a subcontractor for

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• Price Adjustment: White Sign Company (the subcontractor) reserves the right to adjust pricing should LME (London Metal Exchange) Aluminum and/or Steel prices on the contract execution date be higher than on the quotation date*

*Effective December 1, 2021, a 30% draw for materials will be requested on all projects. The 30% locks in the price of materials at the date of contract execution. If the contractor chooses not to provide the 30% draw, White Sign Company will provide the per pound price of aluminum on the date of contract execution. Any increase in price per pound from the date of contract execution to the date of material purchase will be billed to the contractor at cost.

• Investigation and evaluation of the structural capacity of the building wall and/or the concrete foundation to support the canopies is the responsibility of the General Contractor and their designated agents, not White Sign Company. If requested in advance, White Sign company will provide the reaction at the attachment points to aid this evaluation via our sealed engineer drawings.

• Sealed engineer drawings: If sealed engineer drawings are required prior to final shop drawing approval, additional revision fees will apply. Contracted projects will be issued a change order*. (*convenience fee will be included.) Engineering costs include one set of sealed engineer drawings to include wind loads. Full calculations will require additional fees. The subcontractor reserves the right to add further expenses should engineering costs exceed what was cited in the proposition.

• Shop drawings by the subcontractor are based on original bid drawings. Modifications to the shop drawing design required by the subcontractor's engineer will be billed to the contractor as a change order. The initial design with (x2) two revisions is included in the quote/contract. Additional design time is billed at $125.00 per hour.

• Footers by others unless specifically noted in the scope of work.

• Architectural projects include a powder coat finish. Projects that require custom colors to be matched may be completed with a painted finish. White Sign Company will honor the same warranty as the powder coat finish.

• Projects requiring custom architectural elements (canopies, awnings, trellis', Bahama shutters, sunshades, etc.) must be field verified prior to fabrication. Field verification takes place once finishes are installed. Finishes must be in place to obtain accurate measurements. Due to the custom nature of these projects, this is not optional. White Sign Company will not be held responsible for any costs resulting from the inability to field measure due to contractor instruction.

• If a schedule is not provided in the initial contract, White Sign Company's standard fabrication and installation schedules are as follows: Install will occur 12-16 weeks from the date of field verification or permit approval (signs).

• Submittals begin once the contract has been executed. Lead time on shop drawings is 6-8 weeks from the date of contract execution.

• Interior signage requested after the original installation of signage will be shipped to the job site or dedicated location for installation by others. If installation is requested, the installation will be completed according to White Sign Company's install schedule. A change order request will be sent for either situation.

• White Sign Company permits signs. If requested and quoted, we will provide sealed engineer drawings for your building permit. Our Specialty Electrical License number is ES12000976.

• Customer is responsible for electricity within 6' of the sign. If electricity is not run within 6' of the sign location, White Sign Company will leave the appropriate electrical components for the electrician to complete the final hookup. If White Sign Company is required to make the final connection, additional fees will apply.

• If the project requires branding logos, vector art is required to avoid branding discrepancies.

• All projects requiring black, yellow, or white paint or any use of these colors within the color combination will have longer lead times due to the current shortage. White Sign Company has no lead time information regarding these products.

• Ground shipping for samples and shop drawings (if required) is included in the contract. Expedited shipping of shop drawings, samples, or other applicable items will be billed at cost.

PROJECTS MAY HAVE INCREASED PERMITTING, MANUFACTURING, AND INSTALLATION TIMES DUE TO SHIPPING DELAYS AND THE AVAILABILITY OF MATERIALS.

WE APPRECIATE YOUR BUSINESS AND YOUR PATIENCE DURING THIS UNPRECEDENTED TIME.

Kevin Kennel

From: Amanda Kelley <Amanda@kelleypsfl.com>
Sent: Tuesday, September 13, 2022 4:15 PM
To: Kevin Kennel
Subject: Exteriior Palacce cracks

So, I've called Suncoast and JLG.. They ALLL SUCK! I think I can get a pull behind and leave attached to truck should be ok.

The price for Lift would be TBD when it's a go.. Will only charge what they charge us and give you the invoice..

To fill cracks with GOOD elastomeric Expansion Joint caulking.. PER JOINT: $275.00

Otherwise we just wait when we do exterior...

12 X 275.00 = $3,300.00

$ 3,300.00

Amanda Kelley, Owner
Kelley Painting Services of Florida

Make it a POWERFUL & IMPACTFUL day!

KELLEY PAINTING
services

1217 Robie Ave
Mount Dora, FL 32757
CELL: 352.267.7854
OFFICE: 352-646-PINK(7465)
Email: amanda@kelleypsfl.com
Web: www.kelleypsfl.com

JOB: 2202 CC# 061053
☒OWNER DAYS 5
☒VENDOR ☐BACKCHARGE
TYPE O REASON S
DESC. FILL STRUCTURAL CRACK EXTERIOR
DATE 9.28.22 APPROVED

United Rentals

RENTAL QUOTE

BRANCH D41
100 WEBER AVE.
LEESBURG FL 34748
352-728-2300
352-728-2448 FAX

211220490

Customer #	: 1450855
Quote Date	: 09/27/22
Estimated Out	: 10/10/22 09:00 AM
Estimated In	: 10/17/22 09:00 AM
UR Job Loc	: 410 W MAIN ST, LEESB
UR Job #	: 11
Customer Job ID:	
P.O. #	: TBD
Ordered By	: KEVIN KENNEL
Written By	: ROBERT RYDER
Salesperson	: LAWRENCE KLEIN

Job Site

REMODEL
410 W MAIN ST
LEESBURG FL 34748

Office: 407-322-0754 **Cell:** 321-615-6540

MORTON CONSTRUCTION CO
2825 RICHMOND AVE
SANFORD FL 32773-6536

This is not an invoice
Please do not pay from this document

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Estimated Amt.
1	2331650	FORKLIFT VARIABLE REACH 10000# 50' & UP		751.00	1,822.00	3,797.00	1,822.00
1	3106001	BOOM 60-64' ARTICULATING		597.00	1,275.00	2,915.00	1,275.00

YOU HAVE RENTED A MOBILE ELEVATING WORK PLATFORM (MEWP). SOME OF OUR MEWPS HAVE BEEN EQUIPPED WITH ACCESSORIES THAT MAY REDUCE THE RISK OF ENTRAPMENT HAZARDS AND CRUSHING INJURIES. OTHERS CAN HAVE THESE ACCESSORIES ADDED. FEEL FREE TO DISCUSS THESE ACCESSORIES WITH YOUR LOCAL BRANCH AND EXPLORE WHETHER YOU WOULD LIKE TO RENT A UNIT EQUIPPED WITH THIS TECHNOLOGY FOR YOUR PARTICULAR PROJECT.
FOR FURTHER INFORMATION ON MEWP SAFETY, PLEASE WATCH THE FOLLOWING VIDEO: HTTP://UNITEDRENTALS.COM/MEWPS-SAFETY

Rental Subtotal: 3,097.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item		Price	Unit of Measure	Extended Amt.
1	ENVIRONMENTAL SERVICE CHARGE	[ENV/MCI]	61.940	EACH	61.94
1	DELIVERY CHARGE		195.000	EACH	195.00
1	PICKUP CHARGE		195.000	EACH	195.00

Sales/Misc Subtotal: 451.94

Agreement Subtotal: 3,548.94
Tax: 221.13
Estimated Total: 3,770.07

COMMENTS/NOTES:

CONTACT: KEVIN KENNEL
CELL#: 321-615-6540
DLV/PKU LOC SELECTED BY MAP PIN OPTION

AGREEMENT SUBTOTAL 3,366.99
TAX 202.02
3568.96

This proposal may be withdrawn if not accepted within 30 days. The above referenced Rental Protection Plan, environmental, and tax charges are estimates and are subject to change.

NOTICE: This is not a rental agreement. The rental of equipment and any items listed above is subject to availability and subject to the terms and conditions of the Rental and Service Agreement, which are available at https://www.unitedrentals.com/legal/rental-service-terms-US and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.

U1INVPDF

On Behalf Of: RO-Mac Lmbr & Supply/Leesburg
Address: 700 East Main Street
Leesburg, FL 34748
Phone: 352-787-4545
Fax: (352)787-7609
Contact: Kristen Francisco
Email: kristen.francisco@romacfl.com
Phone: 352-787-4545

RoMac BUILDING SUPPLY

KOLBE WINDOWS & DOORS

We're for the visionaries.™

Quote 1113347D: CAPITOL CORP
Project: RETRO
Printed: 1/27/2022 4:47:31 PM

Printed By: Kristen Francisco
Created: 1/18/2022

2022 Pricing

For warranty information please click this link or visit https://www.kolbewindows.com/resources/warranties

Line	Label	UOM	Quantity	Cubic Feet	Unit Price	Extended Price
001	FRONT 3RD FL	**EA**	(6)	**2.89**	**$1,985.00**	**$11,910.00**

*** Unit ***
URT (Assy 1)

Ultra Quarter Segment w/o Legs DH/SH Transom (Right Facing)

*** Unit ***
Unit 1.1: EXTRD SASH, MATCH STR PROF, SS, SQ STOP

*** Glass ***
Unit 1.1: DL GLZD, SOLAR CONTROL LOW-E GLASS, MILL FNSH SPACER, GLS PRESRV W/O NT+ CTG, BVLD BD

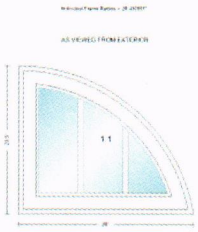
Unit 1.1: CLEAR GLS

*** Lite Divisions ***
Unit 1.1: PDL, COLONIAL, 3W1H, 7/8" Bars, MILL FNSH INTRNL SPCRS, BVLD BARS - EXTERIOR, BVLD BARS - INTERIOR

*** Species-Finish-Color ***
Unit 1.1: PINE SPECIES, 70% FLRPOLYMR EXT SASH, 70% FLRPOLYMR EXT FRAME, Match All Ext Colors, HRTFD GRN EXT, UNFINISHED INT SASH, UNFINISHED INT FRAME

*** Casing-Jambs-Trim ***
Unit 1.1: NO CASING, NO SILL NSG, N/Fin, 4-9/16" JAMBS, NO INSTL CLIPS

Calculated Design Pressure values of individual units will be verified upon order to Kolbe. Overall Performance Grade of mulls/assemblies may/will be less than computed values of individual units and will also be determined upon order to Kolbe.
Due to manufacturing procedures, all radius components will have fingerjoints.



Scaled to Fit

Rough Opening:
28 35/64" X 24"

Frame Size:
28" X 23 1/2"

Unit Dimension:
28" X 23 1/2"

For warranty information please click this link or visit https://www.kolbewindows.com/resources/warranties

002 None Assigned **EA** (3) **5.32** **$3,334.64** **$10,003.92**

*** Unit ***
UDHS (Assy 1)

Ultra Segment DH/SH Studio

*** Performance ***
Unit 1.1: HIGH PERF

*** Unit ***
Unit 1.1: #1117 VTG, EXTRD SASH, MATCH STR PROF, SQ STOP

*** Glass ***
Unit 1.1: DL GLZD, SOLAR CONTROL LOW-E GLASS, MILL FNSH SPACER, GLS PRESRV W/O NT+ CTG, BVLD BD

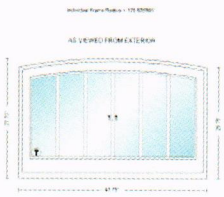
Unit 1.1: CLEAR GLS, TEMP GLS

*** Lite Divisions ***
Unit 1.1: PDL, COLONIAL, 6W1H, 7/8" Bars, MILL FNSH INTRNL SPCRS, BVLD BARS - EXTERIOR, BVLD BARS - INTERIOR

*** Species-Finish-Color ***
Unit 1.1: PINE SPECIES, 70% FLRPOLYMR EXT SASH, 70% FLRPOLYMR EXT FRAME, Match All Ext Colors, ULTR PR WHT EXT, UNFINISHED INT SASH, UNFINISHED INT FRAME

*** Casing-Jambs-Trim ***
Unit 1.1: NO CASING, NO SILL NSG, N/Fin, 4-9/16" JAMBS, NO INSTL CLIPS

Calculated Design Pressure values of individual units will be verified upon order to Kolbe. Overall Performance Grade of mulls/assemblies may/will be less than computed values of individual units and will also be determined upon order to Kolbe.
Due to manufacturing procedures, all radius components will have fingerjoints.



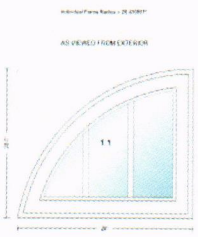
Scaled to Fit

Rough Opening:
44 1/4" X 28 5/16"

Frame Size:
43 3/4" X 27 3/4"

Unit Dimension:
43 3/4" X 27 3/4"

003 FRONT 3RD FL **EA** (6) **2.89** **$1,985.00** **$11,910.00**



Scaled to Fit

Rough Opening:
28 35/64" X 24"

Frame Size:
28" X 23 1/2"

Unit Dimension:
28" X 23 1/2"

*** Unit ***
URT (Assy 1)

Ultra Quarter Segment w/o Legs DH/SH Transom (Left Facing)

*** Unit ***
Unit 1.1: EXTRD SASH, MATCH STR PROF, SS, SQ STOP

*** Glass ***
Unit 1.1: DL GLZD, SOLAR CONTROL LOW-E GLASS, MILL FNSH SPACER, GLS PRESRV W/O NT+ CTG, BVLD BD

Unit 1.1: CLEAR GLS

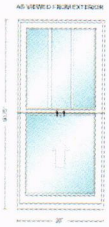
*** Lite Divisions ***
Unit 1.1: PDL, COLONIAL, 3W1H, 7/8" Bars, MILL FNSH INTRNL SPCRS, BVLD BARS - EXTERIOR, BVLD BARS - INTERIOR

*** Species-Finish-Color ***
Unit 1.1: PINE SPECIES, 70% FLRPOLYMR EXT SASH, 70% FLRPOLYMR EXT FRAME, Match All Ext Colors, HRTFD GRN EXT, UNFINISHED INT SASH, UNFINISHED INT FRAME

*** Casing-Jambs-Trim ***
Unit 1.1: NO CASING, NO SILL NSG, N/Fin, 4-9/16" JAMBS, NO INSTL CLIPS

Due to manufacturing procedures, all radius components will have fingerjoints.

004 FRONT 3RD LABEL **EA** (6) **8.35** **$1,563.85** **$9,383.10**



Scaled to Fit

Rough Opening:
28 1/2" X 61 5/16"

Frame Size:
28" X 60 3/4"

Unit Dimension:
28" X 60 3/4"

*** Unit ***
UDH (Assy 1)

Ultra Rectangle Single Hung

*** Performance ***
Unit 1.1: U-VALUE = 0.31, METRIC U-VALUE = 1.76, HIGH PERF

*** Unit ***
Unit 1.1: #1117 VTG, EXTRD SASH, STR, SQUARE BASIC JAMB PROFILE

*** Glass ***
Unit 1.1: DL GLZD, SOLAR CONTROL LOW-E GLASS, MILL FNSH SPACER, SQ (S4S) BD

Unit 1.1 Lower, 1.1 Upper: CLEAR GLS

*** Lite Divisions ***
Unit 1.1 Lower: NONE

Unit 1.1 Upper: PDL, COLONIAL, 3W1H, 5/8" Bars (V2), 7/8" Second Bars (V1), MILL FNSH INTRNL SPCRS, BVLD BARS - EXTERIOR, SQUARE (S4S) BARS - INTERIOR

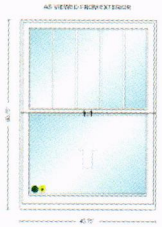
*** Hardware-Accessories ***
Unit 1.1: WHT HRDW, SIGNATURE LCK, CHARCOAL ALUM HALF SCRN, SCREEN(S) LOOSE

*** Species-Finish-Color ***
Unit 1.1: VISBL AND NON VISBL KNTY ALDR, 70% FLRPOLYMR EXT SASH, 70% FLRPOLYMR EXT FRAME, Match All Ext Colors, HRTFD GRN EXT, UNFINISHED INT SASH, UNFINISHED INT FRAME, WD WRAPPED JBLNR

*** Casing-Jambs-Trim ***
Unit 1.1: NO CASING, 6-5/16" CLIPS INSTL CLIPS, NO SILL NSG, NO N/Fin, 4-9/16" JAMBS

Calculated Design Pressure values of individual units will be verified upon order to Kolbe. Overall Performance Grade of mulls/assemblies may/will be less than computed values of individual units and will also be determined upon order to Kolbe.
Number of installation clips applied is configured for a DP20 installation design pressure. Kolbe also recommends adding an additional 1/2" to the standard rough opening.

005 FRONT 3RD LABEL **EA** (3) **13.05** **$2,047.34** **$6,142.02**



Scaled to Fit

Rough Opening:
44 1/4" X 61 5/16"

Frame Size:
43 3/4" X 60 3/4"

Unit Dimension:
43 3/4" X 60 3/4"

*** Unit ***
UDH (Assy 1)

Ultra Rectangle Single Hung

*** Performance ***
Unit 1.1: U-VALUE = 0.31, METRIC U-VALUE = 1.76, HIGH PERF

*** Unit ***
Unit 1.1: #1117 VTG, EXTRD SASH, STR, SQUARE BASIC JAMB PROFILE

*** Glass ***
Unit 1.1: DL GLZD, SOLAR CONTROL LOW-E GLASS, MILL FNSH SPACER, SQ (S4S) BD

Unit 1.1 Lower, 1.1 Upper: CLEAR GLS

*** Lite Divisions ***
Unit 1.1 Lower: NONE

Unit 1.1 Upper: PDL, COLONIAL, 5W1H, 5/8" Bars (V1,V3,V4), 7/8" Second Bars (V2), MILL FNSH INTRNL SPCRS, BVLD BARS - EXTERIOR, SQUARE (S4S) BARS - INTERIOR

*** Hardware-Accessories ***
Unit 1.1: MAT BLK HRDW, SIGNATURE LCK, CHARCOAL ALUM HALF SCRN, SCREEN(S) LOOSE

*** Species-Finish-Color ***
Unit 1.1: VISBL AND NON VISBL KNTY ALDR, 70% FLRPOLYMR EXT SASH, 70% FLRPOLYMR EXT FRAME, Match All Ext Colors, HRTFD GRN EXT, UNFINISHED INT SASH, UNFINISHED INT FRAME, WD WRAPPED JBLNR

*** Casing-Jambs-Trim ***
Unit 1.1: NO CASING, 6-5/16" CLIPS INSTL CLIPS, NO SILL NSG, NO N/Fin, 4-9/16" JAMBS

Calculated Design Pressure values of individual units will be verified upon order to Kolbe. Overall Performance Grade of mulls/assemblies may/will be less than computed values of individual units and will also be determined upon order to Kolbe.
Opening(s) designated by a circled 'E' meet most national building codes for emergency escape and rescue requirements. Check local codes for product compliance for desired application.
Number of installation clips applied is configured for a DP20 installation design pressure. Kolbe also recommends adding an additional 1/2" to the standard rough opening.

006 FRONT 2ND FL **EA** (6) **2.39** **$644.18** **$3,865.08**

*** Unit ***
UTR (Assy 1)

Ultra Rectangle DH/SH Transom

*** Performance ***
Unit 1.1: U-VALUE = 0.28, METRIC U-VALUE = 1.59, HIGH PERF

*** Unit ***
Unit 1.1: MATCH STR PROF, D/S, SQ STOP

*** Glass ***
Unit 1.1: DL GLZD, SOLAR CONTROL LOW-E GLASS, MILL FNSH SPACER

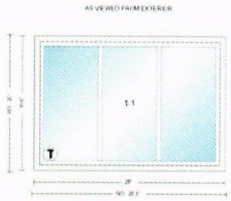
Unit 1.1: CLEAR GLS, TEMP GLS

*** Lite Divisions ***
Unit 1.1: GIA, COLONIAL, 3W1H, 3/4" Profile Wood Grain Bars

*** Species-Finish-Color ***
Unit 1.1: VISBL AND NON VISBL KNTY ALDR, HRTFD GRN 70% FLRPOLYMR EXT FRAME, DRK WG GIA BAR, UNFINISHED INT FRAME

*** Casing-Jambs-Trim ***
Unit 1.1: NO CASING, 6-5/16" CLIPS INSTL CLIPS, NO SILL NSG, NO N/Fin, 4-9/16" JAMBS

Calculated Design Pressure values of individual units will be verified upon order to Kolbe. Overall Performance Grade of mulls/assemblies may/will be less than computed values of individual units and will also be determined upon order to Kolbe.
Number of installation clips applied is configured for a DP20 installation design pressure. Kolbe also recommends adding an additional 1/2" to the standard rough opening.



Scaled to Fit

Rough Opening:
28 1/2" X 20"

Frame Size:
28" X 19 1/2"

Unit Dimension:
28" X 19 1/2"

007	FRONT 2ND FL	**EA**	(3)	**3.76**	**$875.27**	**$2,625.81**

*** Unit ***
UTR (Assy 1)

Ultra Rectangle DH/SH Transom

*** Performance ***
Unit 1.1: U-VALUE = 0.28, METRIC U-VALUE = 1.59, HIGH PERF

*** Unit ***
Unit 1.1: MATCH STR PROF, D/S, SQ STOP

*** Glass ***
Unit 1.1: DL GLZD, SOLAR CONTROL LOW-E GLASS, MILL FNSH SPACER

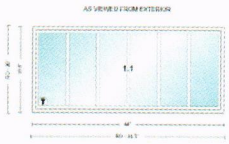
Unit 1.1: CLEAR GLS, TEMP GLS

*** Lite Divisions ***
Unit 1.1: GIA, COLONIAL, 6W1H, 3/4" Profile Wood Grain Bars

*** Species-Finish-Color ***
Unit 1.1: VISBL AND NON VISBL KNTY ALDR, HRTFD GRN 70% FLRPOLYMR EXT FRAME, DRK WG GIA BAR, UNFINISHED INT FRAME

*** Casing-Jambs-Trim ***
Unit 1.1: NO CASING, 6-5/16" CLIPS INSTL CLIPS, NO SILL NSG, NO N/Fin, 4-9/16" JAMBS

Calculated Design Pressure values of individual units will be verified upon order to Kolbe. Overall Performance Grade of mulls/assemblies may/will be less than computed values of individual units and will also be determined upon order to Kolbe.
Number of installation clips applied is configured for a DP20 installation design pressure. Kolbe also recommends adding an additional 1/2" to the standard rough opening.



Scaled to Fit

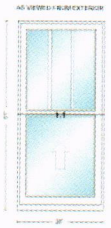
Rough Opening:
44 1/2" X 20"

Frame Size:
44" X 19 1/2"

Unit Dimension:
44" X 19 1/2"

For warranty information please click this link or visit https://www.kolbewindows.com/resources/warranties

008 FRONT 2ND FL **EA** (6) **8.39** **$1,566.22** **$9,397.32**



Scaled to Fit

Rough Opening:
28 1/2" X 61 9/16"

Frame Size:
28" X 61"

Unit Dimension:
28" X 61"

*** Unit ***
UDH (Assy 1)

Ultra Rectangle Single Hung

*** Performance ***
Unit 1.1: U-VALUE = 0.31, METRIC U-VALUE = 1.76, HIGH PERF

*** Unit ***
Unit 1.1: #1117 VTG, EXTRD SASH, STR, SQUARE BASIC JAMB PROFILE

*** Glass ***
Unit 1.1: DL GLZD, SOLAR CONTROL LOW-E GLASS, MILL FNSH SPACER, SQ (S4S) BD

Unit 1.1 Lower, 1.1 Upper: CLEAR GLS

*** Lite Divisions ***
Unit 1.1 Lower: NONE

Unit 1.1 Upper: PDL, COLONIAL, 3W1H, 5/8" Bars (V2), 7/8" Second Bars (V1), MILL FNSH INTRNL SPCRS, BVLD BARS - EXTERIOR, SQUARE (S4S) BARS - INTERIOR

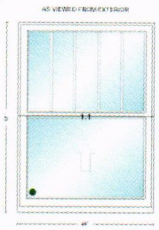
*** Hardware-Accessories ***
Unit 1.1: WHT HRDW, SIGNATURE LCK, CHARCOAL ALUM HALF SCRN, SCREEN(S) LOOSE

*** Species-Finish-Color ***
Unit 1.1: VISBL AND NON VISBL KNTY ALDR, 70% FLRPOLYMR EXT SASH, 70% FLRPOLYMR EXT FRAME, Match All Ext Colors, HRTFD GRN EXT, UNFINISHED INT SASH, UNFINISHED INT FRAME, WD WRAPPED JBLNR

*** Casing-Jambs-Trim ***
Unit 1.1: NO CASING, 6-5/16" CLIPS INSTL CLIPS, NO SILL NSG, NO N/Fin, 4-9/16" JAMBS

Calculated Design Pressure values of individual units will be verified upon order to Kolbe. Overall Performance Grade of mulls/assemblies may/will be less than computed values of individual units and will also be determined upon order to Kolbe.
Number of installation clips applied is configured for a DP20 installation design pressure. Kolbe also recommends adding an additional 1/2" to the standard rough opening.

009 FRONT 2ND FL **EA** (3) **13.18** **$1,935.25** **$5,805.75**



Scaled to Fit

Rough Opening:
44 1/2" X 61 9/16"

Frame Size:
44" X 61"

Unit Dimension:
44" X 61"

*** Unit ***
UDH (Assy 1)

Ultra Rectangle Single Hung

*** Performance ***
Unit 1.1: U-VALUE = 0.31, METRIC U-VALUE = 1.76, HIGH PERF

*** Unit ***
Unit 1.1: #1117 VTG, EXTRD SASH, STR, SQUARE BASIC JAMB PROFILE

*** Glass ***
Unit 1.1: DL GLZD, SOLAR CONTROL LOW-E GLASS, MILL FNSH SPACER, SQ (S4S) BD

Unit 1.1 Lower, 1.1 Upper: CLEAR GLS

*** Lite Divisions ***
Unit 1.1 Lower: NONE

Unit 1.1 Upper: PDL, COLONIAL, 5W1H, 5/8" Bars (V2,V3,V4), 7/8" Second Bars (V1), MILL FNSH INTRNL SPCRS, BVLD BARS - EXTERIOR, SQUARE (S4S) BARS - INTERIOR

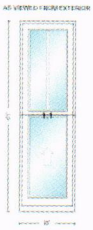
*** Hardware-Accessories ***
Unit 1.1: WHT HRDW, SIGNATURE LCK, CHARCOAL ALUM HALF SCRN, SCREEN(S) LOOSE

*** Species-Finish-Color ***
Unit 1.1: VISBL AND NON VISBL KNTY ALDR, 70% FLRPOLYMR EXT SASH, 70% FLRPOLYMR EXT FRAME, Match All Ext Colors, HRTFD GRN EXT, UNFINISHED INT SASH, UNFINISHED INT FRAME, WD WRAPPED JBLNR

*** Casing-Jambs-Trim ***
Unit 1.1: NO CASING, 6-5/16" CLIPS INSTL CLIPS, NO SILL NSG, NO N/Fin, 4-9/16" JAMBS

Calculated Design Pressure values of individual units will be verified upon order to Kolbe. Overall Performance Grade of mulls/assemblies may/will be less than computed values of individual units and will also be determined upon order to Kolbe.
Opening(s) designated by a circled 'E' meet most national building codes for emergency escape and rescue requirements. Check local codes for product compliance for desired application.
Number of installation clips applied is configured for a DP20 installation design pressure. Kolbe also recommends adding an additional 1/2" to the standard rough opening.

010 3RD FL SIDES **EA** (32) **5.39** **$1,400.06** **$44,801.92**



Scaled to Fit

Rough Opening:
18 1/2" X 61 9/16"

Frame Size:
18" X 61"

Unit Dimension:
18" X 61"

*** Unit ***
UDH (Assy 1)

Ultra Rectangle Single Hung

*** Performance ***
Unit 1.1: U-VALUE = 0.31, METRIC U-VALUE = 1.76, HIGH PERF

*** Unit ***
Unit 1.1: #1117 VTG, EXTRD SASH, STR, SQUARE BASIC JAMB PROFILE

*** Glass ***
Unit 1.1: DL GLZD, SOLAR CONTROL LOW-E GLASS, MILL FNSH SPACER, SQ (S4S) BD

Unit 1.1 Lower, 1.1 Upper: CLEAR GLS

*** Lite Divisions ***
Unit 1.1 Lower: NONE

Unit 1.1 Upper: PDL, COLONIAL, 2W1H, 7/8" Bars, MILL FNSH INTRNL SPCRS, BVLD BARS - EXTERIOR, SQUARE (S4S) BARS - INTERIOR

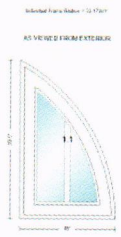
*** Hardware-Accessories ***
Unit 1.1: WHT HRDW, SIGNATURE LCK, CHARCOAL ALUM HALF SCRN, SCREEN(S) LOOSE

*** Species-Finish-Color ***
Unit 1.1: VISBL AND NON VISBL KNTY ALDR, 70% FLRPOLYMR EXT SASH, 70% FLRPOLYMR EXT FRAME, Match All Ext Colors, HRTFD GRN EXT, UNFINISHED INT SASH, UNFINISHED INT FRAME, WD WRAPPED JBLNR

*** Casing-Jambs-Trim ***
Unit 1.1: NO CASING, 6-5/16" CLIPS INSTL CLIPS, NO SILL NSG, NO N/Fin, 4-9/16" JAMBS

Calculated Design Pressure values of individual units will be verified upon order to Kolbe. Overall Performance Grade of mulls/assemblies may/will be less than computed values of individual units and will also be determined upon order to Kolbe.
Number of installation clips applied is configured for a DP20 installation design pressure. Kolbe also recommends adding an additional 1/2" to the standard rough opening.

011 3RD FL SIDES **EA** (16) **2.33** **$1,879.74** **$30,075.84**



Scaled to Fit

Rough Opening:
18 1/2" X 30 5/32"

Frame Size:
18" X 29 1/2"

Unit Dimension:
18" X 29 1/2"

*** Unit ***
URT (Assy 1)

Ultra Quarter Segment w/o Legs DH/SH Transom (Right Facing)

*** Unit ***
Unit 1.1: EXTRD SASH, MATCH STR PROF, SS, SQ STOP

*** Glass ***
Unit 1.1: DL GLZD, SOLAR CONTROL LOW-E GLASS, MILL FNSH SPACER, GLS PRESRV W/O NT+ CTG, BVLD BD

Unit 1.1: CLEAR GLS

*** Lite Divisions ***
Unit 1.1: PDL, COLONIAL, 2W1H, 7/8" Bars, MILL FNSH INTRNL SPCRS, BVLD BARS - EXTERIOR, BVLD BARS - INTERIOR

*** Species-Finish-Color ***
Unit 1.1: PINE SPECIES, 70% FLRPOLYMR EXT SASH, 70% FLRPOLYMR EXT FRAME, Match All Ext Colors, HRTFD GRN EXT, UNFINISHED INT SASH, UNFINISHED INT FRAME

*** Casing-Jambs-Trim ***
Unit 1.1: NO CASING, NO SILL NSG, N/Fin, 4-9/16" JAMBS, NO INSTL CLIPS

Due to manufacturing procedures, all radius components will have fingerjoints.

012 3RD FL SIDES **EA** (16) **6.00** **$3,071.27** **$49,140.32**

*** Unit ***
UDHS (Assy 1)

Ultra Segment DH/SH Studio

*** Performance ***
Unit 1.1: HIGH PERF

*** Unit ***
Unit 1.1: #1117 VTG, EXTRD SASH, MATCH STR PROF, SQ STOP

*** Glass ***
Unit 1.1: DL GLZD, SOLAR CONTROL LOW-E GLASS, MILL FNSH SPACER, GLS PRESRV W/O NT+ CTG, BVLD BD

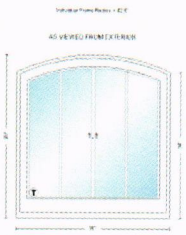
Unit 1.1: CLEAR GLS, TEMP GLS

*** Lite Divisions ***
Unit 1.1: PDL, COLONIAL, 4W1H, 5/8" Bars (V1,V3), 7/8" Second Bars (V2), MILL FNSH INTRNL SPCRS, BVLD BARS - EXTERIOR, BVLD BARS - INTERIOR

*** Species-Finish-Color ***
Unit 1.1: PINE SPECIES, 70% FLRPOLYMR EXT SASH, 70% FLRPOLYMR EXT FRAME, Match All Ext Colors, HRTFD GRN EXT, UNFINISHED INT SASH, UNFINISHED INT FRAME

*** Casing-Jambs-Trim ***
Unit 1.1: NO CASING, NO SILL NSG, N/Fin, 4-9/16" JAMBS, NO INSTL CLIPS

Calculated Design Pressure values of individual units will be verified upon order to Kolbe. Overall Performance Grade of mulls/assemblies may/will be less than computed values of individual units and will also be determined upon order to Kolbe.
Due to manufacturing procedures, all radius components will have fingerjoints.



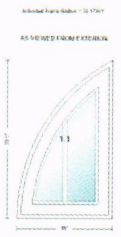
Scaled to Fit

Rough Opening:
36 1/2" X 38 9/16"

Frame Size:
36" X 38"

Unit Dimension:
36" X 38"

013 3RD FL SIDES **EA** (16) **2.33** **$1,879.74** **$30,075.84**



Scaled to Fit

Rough Opening:
18 1/2" X 30 5/32"

Frame Size:
18" X 29 1/2"

Unit Dimension:
18" X 29 1/2"

*** Unit ***
URT (Assy 1)

Ultra Quarter Segment w/o Legs DH/SH Transom (Left Facing)

*** Unit ***
Unit 1.1: EXTRD SASH, MATCH STR PROF, SS, SQ STOP

*** Glass ***
Unit 1.1: DL GLZD, SOLAR CONTROL LOW-E GLASS, MILL FNSH SPACER, GLS PRESRV W/O NT+ CTG, BVLD BD

Unit 1.1: CLEAR GLS

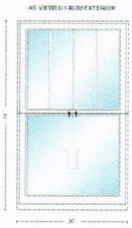
*** Lite Divisions ***
Unit 1.1: PDL, COLONIAL, 2W1H, 7/8" Bars, MILL FNSH INTRNL SPCRS, BVLD BARS - EXTERIOR, BVLD BARS - INTERIOR

*** Species-Finish-Color ***
Unit 1.1: PINE SPECIES, 70% FLRPOLYMR EXT SASH, 70% FLRPOLYMR EXT FRAME, Match All Ext Colors, HRTFD GRN EXT, UNFINISHED INT SASH, UNFINISHED INT FRAME

*** Casing-Jambs-Trim ***
Unit 1.1: NO CASING, NO SILL NSG, N/Fin, 4-9/16" JAMBS, NO INSTL CLIPS

Due to manufacturing procedures, all radius components will have fingerjoints.

014 3RD FL SIDES **EA** (16) **10.79** **$1,740.60** **$27,849.60**



Scaled to Fit

Rough Opening:
36 1/2" X 61 9/16"

Frame Size:
36" X 61"

Unit Dimension:
36" X 61"

*** Unit ***
UDH (Assy 1)

Ultra Rectangle Single Hung

*** Performance ***
Unit 1.1: U-VALUE = 0.31, METRIC U-VALUE = 1.76, HIGH PERF

*** Unit ***
Unit 1.1: #1117 VTG, EXTRD SASH, STR, SQUARE BASIC JAMB PROFILE

*** Glass ***
Unit 1.1: DL GLZD, SOLAR CONTROL LOW-E GLASS, MILL FNSH SPACER, SQ (S4S) BD

Unit 1.1 Lower, 1.1 Upper: CLEAR GLS

*** Lite Divisions ***
Unit 1.1 Lower: NONE

Unit 1.1 Upper: PDL, COLONIAL, 4W1H, 5/8" Bars (V2,V3), 7/8" Second Bars (V1), MILL FNSH INTRNL SPCRS, BVLD BARS - EXTERIOR, SQUARE (S4S) BARS - INTERIOR

*** Hardware-Accessories ***
Unit 1.1: WHT HRDW, SIGNATURE LCK, CHARCOAL ALUM HALF SCRN, SCREEN(S) LOOSE

*** Species-Finish-Color ***
Unit 1.1: VISBL AND NON VISBL KNTY ALDR, 70% FLRPOLYMR EXT SASH, 70% FLRPOLYMR EXT FRAME, Match All Ext Colors, HRTFD GRN EXT, UNFINISHED INT SASH, UNFINISHED INT FRAME, WD WRAPPED JBLNR

*** Casing-Jambs-Trim ***
Unit 1.1: NO CASING, 6-5/16" CLIPS INSTL CLIPS, NO SILL NSG, NO N/Fin, 4-9/16" JAMBS

Calculated Design Pressure values of individual units will be verified upon order to Kolbe. Overall Performance Grade of mulls/assemblies may/will be less than computed values of individual units and will also be determined upon order to Kolbe.
Number of installation clips applied is configured for a DP20 installation design pressure. Kolbe also recommends adding an additional 1/2" to the standard rough opening.

015 2ND FL SIDES **EA** (32) **1.54** **$726.87** **$23,259.84**

*** Unit ***
UDHT (Assy 1)

Ultra Rectangle DH/SH Transom

*** Unit ***
Unit 1.1: EXTRD SASH, MATCH STR PROF, SS, SQ STOP

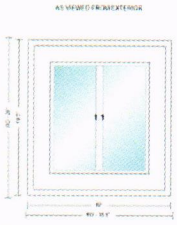
*** Glass ***
Unit 1.1: DL GLZD, SOLAR CONTROL LOW-E GLASS, MILL FNSH SPACER, GLS PRESRV W/O NT+ CTG, BVLD BD

Unit 1.1: CLEAR GLS

*** Lite Divisions ***
Unit 1.1: PDL, COLONIAL, 2W1H, 7/8" Bars, MILL FNSH INTRNL SPCRS, BVLD BARS - EXTERIOR, BVLD BARS - INTERIOR

*** Species-Finish-Color ***
Unit 1.1: PINE SPECIES, 70% FLRPOLYMR EXT SASH, 70% FLRPOLYMR EXT FRAME, Match All Ext Colors, HRTFD GRN EXT, UNFINISHED INT SASH, UNFINISHED INT FRAME

*** Casing-Jambs-Trim ***
Unit 1.1: NO CASING, NO SILL NSG, N/Fin, 4-9/16" JAMBS, NO INSTL CLIPS



Scaled to Fit

Rough Opening:
18 1/2" X 20"

Frame Size:
18" X 19 1/2"

Unit Dimension:
18" X 19 1/2"

016 2ND FL SIDES **EA** (16) **3.08** **$910.01** **$14,560.16**

*** Unit ***
UDHT (Assy 1)

Ultra Rectangle DH/SH Transom

*** Unit ***
Unit 1.1: EXTRD SASH, MATCH STR PROF, SS, SQ STOP

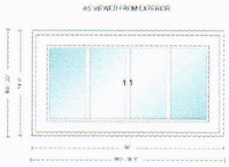
*** Glass ***
Unit 1.1: DL GLZD, SOLAR CONTROL LOW-E GLASS, MILL FNSH SPACER, GLS PRESRV W/O NT+ CTG, BVLD BD

Unit 1.1: CLEAR GLS

*** Lite Divisions ***
Unit 1.1: PDL, COLONIAL, 4W1H, 7/8" Bars, MILL FNSH INTRNL SPCRS, BVLD BARS - EXTERIOR, BVLD BARS - INTERIOR

*** Species-Finish-Color ***
Unit 1.1: PINE SPECIES, 70% FLRPOLYMR EXT SASH, 70% FLRPOLYMR EXT FRAME, Match All Ext Colors, HRTFD GRN EXT, UNFINISHED INT SASH, UNFINISHED INT FRAME

*** Casing-Jambs-Trim ***
Unit 1.1: NO CASING, NO SILL NSG, N/Fin, 4-9/16" JAMBS, NO INSTL CLIPS



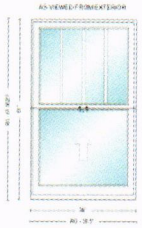
Scaled to Fit

Rough Opening:
36 1/2" X 20"

Frame Size:
36" X 19 1/2"

Unit Dimension:
36" X 19 1/2"

017 2NF FL SIDES **EA** (16) **10.79** **$1,432.73** **$22,923.68**



Scaled to Fit

Rough Opening:
36 1/2" X 61 9/16"

Frame Size:
36" X 61"

Unit Dimension:
36" X 61"

*** Unit ***
UDH (Assy 1)

Ultra Rectangle Single Hung

*** Unit ***
Unit 1.1: #1117 VTG, EXTRD SASH, STR, SQUARE BASIC JAMB PROFILE

*** Glass ***
Unit 1.1: DL GLZD, SOLAR CONTROL LOW-E GLASS, MILL FNSH SPACER, GLS PRESRV W/O NT+ CTG, BVLD BD

Unit 1.1 Lower, 1.1 Upper: CLEAR GLS

*** Lite Divisions ***
Unit 1.1 Lower: NONE

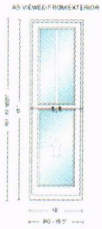
Unit 1.1 Upper: PDL, COLONIAL, 4W1H, 7/8" Bars, MILL FNSH INTRNL SPCRS, BVLD BARS - EXTERIOR, BVLD BARS - INTERIOR

*** Hardware-Accessories ***
Unit 1.1: CLY (RUSTIC) HRDW, SIGNATURE LCK, BETTERVUE FG FULL SCRN, SCREEN(S) LOOSE

*** Species-Finish-Color ***
Unit 1.1: PINE SPECIES, 70% FLRPOLYMR EXT SASH, 70% FLRPOLYMR EXT FRAME, Match All Ext Colors, HRTFD GRN EXT, UNFINISHED INT SASH, UNFINISHED INT FRAME, WD WRAPPED JBLNR

*** Casing-Jambs-Trim ***
Unit 1.1: NO CASING, NO SILL NSG, N/Fin, 4-9/16" JAMBS, NO INSTL CLIPS

018 2NF FL SIDES **EA** (32) **5.39** **$1,152.55** **$36,881.60**



Scaled to Fit

Rough Opening:
18 1/2" X 61 9/16"

Frame Size:
18" X 61"

Unit Dimension:
18" X 61"

*** Unit ***
UDH (Assy 1)

Ultra Rectangle Single Hung

*** Unit ***
Unit 1.1: #1117 VTG, EXTRD SASH, STR, SQUARE BASIC JAMB PROFILE

*** Glass ***
Unit 1.1: DL GLZD, SOLAR CONTROL LOW-E GLASS, MILL FNSH SPACER, GLS PRESRV W/O NT+ CTG, BVLD BD

Unit 1.1 Lower, 1.1 Upper: CLEAR GLS

*** Lite Divisions ***
Unit 1.1 Lower: NONE

Unit 1.1 Upper: PDL, COLONIAL, 2W1H, 7/8" Bars, MILL FNSH INTRNL SPCRS, BVLD BARS - EXTERIOR, BVLD BARS - INTERIOR

*** Hardware-Accessories ***
Unit 1.1: CLY (RUSTIC) HRDW, SIGNATURE LCK, BETTERVUE FG FULL SCRN, SCREEN(S) LOOSE

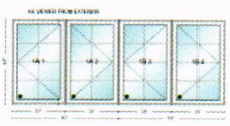
*** Species-Finish-Color ***
Unit 1.1: PINE SPECIES, 70% FLRPOLYMR EXT SASH, 70% FLRPOLYMR EXT FRAME, Match All Ext Colors, HRTFD GRN EXT, UNFINISHED INT SASH, UNFINISHED INT FRAME, WD WRAPPED JBLNR

*** Casing-Jambs-Trim ***
Unit 1.1: NO CASING, NO SILL NSG, N/Fin, 4-9/16" JAMBS, NO INSTL CLIPS

019 2ND FL SIDES **EA** (2) **14.15** **$4,750.38** **$9,500.76**

Line not mulled at Kolbe - See child lines below: }

Opening(s) designated by a circled 'E' meet most national building codes for emergency escape and rescue requirements. Check local codes for product compliance for desired application.



Scaled to Fit

019-1 2ND FL SIDES **14.15** **$2,418.83** **$4,837.66**

Unit
UCS (Assy 1)

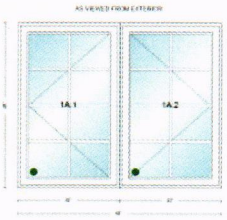
Ultra Rectangle Casement
Unit
Unit 1A.1: EXTRD SASH, CRANK OUT, LT HINGING, STEPPED STOP

Unit 1A.2: EXTRD SASH, CRANK OUT, RT HINGING, STEPPED STOP
Glass
Unit 1A.1, 1A.2: DL GLZD, SOLAR CONTROL LOW-E GLASS, MILL FNSH SPACER, GLS PRESRV W/O NT+ CTG, BVLD BD

Unit 1A.1, 1A.2: CLEAR GLS
Lite Divisions
Unit 1A.1: PDL, COLONIAL, 2W4H, 5/8" Bars (V1,H2,H3), 7/8" Second Bars (H1), MILL FNSH INTRNL SPCRS, BVLD BARS - EXTERIOR, BVLD BARS - INTERIOR

Unit 1A.2: PDL, COLONIAL, ALGN HORZ BARS, 2W4H, 5/8" Bars (V1,H2,H3), 7/8" Second Bars (H1), MILL FNSH INTRNL SPCRS, BVLD BARS - EXTERIOR, BVLD BARS - INTERIOR
Hardware-Accessories
Unit 1A.1, 1A.2: STD WIN HRDW, TRADITIONAL LOCK LEVER, CLY (RUSTIC) HRDW, E-GARD PLUS LOCKING HRDW, E-GARD PLUS OPERATING HRDW, BETTERVUE FG SCRN, SCREEN(S) LOOSE
Species-Finish-Color
Unit 1A.1, 1A.2: PINE SPECIES, 70% FLRPOLYMR EXT SASH, 70% FLRPOLYMR EXT FRAME, Match All Ext Colors, HRTFD GRN EXT, UNFINISHED INT SASH, UNFINISHED INT FRAME, RST SCRN
Casing-Jambs-Trim
Unit 1A.1, 1A.2: NO CASING, NO SILL NSG, N/Fin, 4-9/16" JAMBS, JAMBS LOOSE, NO INSTL CLIPS

Opening(s) designated by a circled 'E' meet most national building codes for emergency escape and rescue requirements. Check local codes for product compliance for desired application.



Scaled to Fit

Rough Opening:
120 1/2" X 48 1/2"

Frame Size:
120" X 48"

Unit Dimension:
120" X 48"

For warranty information please click this link or visit https://www.kolbewindows.com/resources/warranties

019-8 2ND FL SIDES **14.15** **$2,331.55** **$4,663.10**

Unit
UCS (Assy 1)

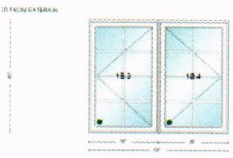
Ultra Rectangle Casement
Unit
Unit 1B.3: EXTRD SASH, CRANK OUT, LT HINGING, STEPPED STOP

Unit 1B.4: EXTRD SASH, CRANK OUT, RT HINGING, STEPPED STOP
Glass
Unit 1B.3, 1B.4: DL GLZD, SOLAR CONTROL LOW-E GLASS, MILL FNSH SPACER, GLS PRESRV W/O NT+ CTG, BVLD BD

Unit 1B.3, 1B.4: CLEAR GLS
Lite Divisions
Unit 1B.3: PDL, COLONIAL, 2W4H, 5/8" Bars (V1,H2,H3), 7/8" Second Bars (H1), MILL FNSH INTRNL SPCRS, BVLD BARS - EXTERIOR, BVLD BARS - INTERIOR

Unit 1B.4: PDL, COLONIAL, ALGN HORZ BARS, 2W4H, 5/8" Bars (V1,H2,H3), 7/8" Second Bars (H1), MILL FNSH INTRNL SPCRS, BVLD BARS - EXTERIOR, BVLD BARS - INTERIOR
Hardware-Accessories
Unit 1B.3, 1B.4: STD WIN HRDW, TRADITIONAL LOCK LEVER, CLY (RUSTIC) HRDW, E-GARD PLUS LOCKING HRDW, E-GARD PLUS OPERATING HRDW, BETTERVUE FG SCRN, SCREEN(S) LOOSE
Species-Finish-Color
Unit 1B.3, 1B.4: PINE SPECIES, 70% FLRPOLYMR EXT SASH, 70% FLRPOLYMR EXT FRAME, Match All Ext Colors, HRTFD GRN EXT, UNFINISHED INT SASH, UNFINISHED INT FRAME, RST SCRN
Casing-Jambs-Trim
Unit 1B.3, 1B.4: NO CASING, NO SILL NSG, N/Fin, 4-9/16" JAMBS, JAMBS LOOSE, NO INSTL CLIPS

Opening(s) designated by a circled 'E' meet most national building codes for emergency escape and rescue requirements. Check local codes for product compliance for desired application.



Scaled to Fit

Rough Opening:
120 1/2" X 48 1/2"

Frame Size:
120" X 48"

Unit Dimension:
120" X 48"

020 2ND FL REAR **EA** (2) **3.08** **$874.05** **$1,748.10**

*** Unit ***
UDHT (Assy 1)

Ultra Rectangle DH/SH Transom

*** Unit ***
Unit 1.1: EXTRD SASH, MATCH STR PROF, SS, SQ STOP

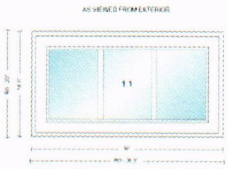
*** Glass ***
Unit 1.1: DL GLZD, SOLAR CONTROL LOW-E GLASS, MILL FNSH SPACER, GLS PRESRV W/O NT+ CTG, BVLD BD

Unit 1.1: CLEAR GLS

*** Lite Divisions ***
Unit 1.1: PDL, COLONIAL, 3W1H, 7/8" Bars, MILL FNSH INTRNL SPCRS, BVLD BARS - EXTERIOR, BVLD BARS - INTERIOR

*** Species-Finish-Color ***
Unit 1.1: PINE SPECIES, 70% FLRPOLYMR EXT SASH, 70% FLRPOLYMR EXT FRAME, Match All Ext Colors, HRTFD GRN EXT, UNFINISHED INT SASH, UNFINISHED INT FRAME

*** Casing-Jambs-Trim ***
Unit 1.1: NO CASING, NO SILL NSG, N/Fin, 4-9/16" JAMBS, NO INSTL CLIPS



Scaled to Fit

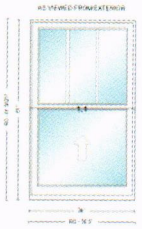
Rough Opening:
36 1/2" X 20"

Frame Size:
36" X 19 1/2"

Unit Dimension:
36" X 19 1/2"

For warranty information please click this link or visit https://www.kolbewindows.com/resources/warranties

021 2NF FL REAR **EA** (2) **10.79** **$1,396.78** **$2,793.56**



Scaled to Fit

Rough Opening:
36 1/2" X 61 9/16"

Frame Size:
36" X 61"

Unit Dimension:
36" X 61"

*** Unit ***
UDH (Assy 1)

Ultra Rectangle Single Hung

*** Unit ***
Unit 1.1: #1117 VTG, EXTRD SASH, STR, SQUARE BASIC JAMB PROFILE

*** Glass ***
Unit 1.1: DL GLZD, SOLAR CONTROL LOW-E GLASS, MILL FNSH SPACER, GLS PRESRV W/O NT+ CTG, BVLD BD

Unit 1.1 Lower, 1.1 Upper: CLEAR GLS

*** Lite Divisions ***
Unit 1.1 Lower: NONE

Unit 1.1 Upper: PDL, COLONIAL, 3W1H, 7/8" Bars, MILL FNSH INTRNL SPCRS, BVLD BARS - EXTERIOR, BVLD BARS - INTERIOR

*** Hardware-Accessories ***
Unit 1.1: CLY (RUSTIC) HRDW, SIGNATURE LCK, BETTERVUE FG FULL SCRN, SCREEN(S) LOOSE

*** Species-Finish-Color ***
Unit 1.1: PINE SPECIES, 70% FLRPOLYMR EXT SASH, 70% FLRPOLYMR EXT FRAME, Match All Ext Colors, HRTFD GRN EXT, UNFINISHED INT SASH, UNFINISHED INT FRAME, WD WRAPPED JBLNR

*** Casing-Jambs-Trim ***
Unit 1.1: NO CASING, NO SILL NSG, N/Fin, 4-9/16" JAMBS, NO INSTL CLIPS

022	2ND FL REAR	**EA**	(4)	**2.05**	**$790.83**	**$3,163.32**

*** Unit ***
UDHT (Assy 1)

Ultra Rectangle DH/SH Transom

*** Unit ***
Unit 1.1: EXTRD SASH, MATCH STR PROF, SS, SQ STOP

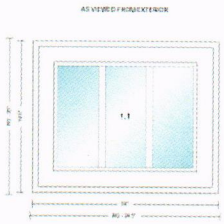
*** Glass ***
Unit 1.1: DL GLZD, SOLAR CONTROL LOW-E GLASS, MILL FNSH SPACER, GLS PRESRV W/O NT+ CTG, BVLD BD

Unit 1.1: CLEAR GLS

*** Lite Divisions ***
Unit 1.1: PDL, COLONIAL, 3W1H, 7/8" Bars, MILL FNSH INTRNL SPCRS, BVLD BARS - EXTERIOR, BVLD BARS - INTERIOR

*** Species-Finish-Color ***
Unit 1.1: PINE SPECIES, 70% FLRPOLYMR EXT SASH, 70% FLRPOLYMR EXT FRAME, Match All Ext Colors, HRTFD GRN EXT, UNFINISHED INT SASH, UNFINISHED INT FRAME

*** Casing-Jambs-Trim ***
Unit 1.1: NO CASING, NO SILL NSG, N/Fin, 4-9/16" JAMBS, NO INSTL CLIPS



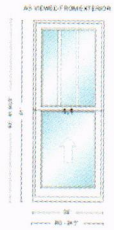
Scaled to Fit

Rough Opening:
24 1/2" X 20"

Frame Size:
24" X 19 1/2"

Unit Dimension:
24" X 19 1/2"

023 2NF FL REAR **EA** (4) **7.19** **$1,234.72** **$4,938.88**



Scaled to Fit

Rough Opening:
24 1/2" X 61 9/16"

Frame Size:
24" X 61"

Unit Dimension:
24" X 61"

*** Unit ***
UDH (Assy 1)

Ultra Rectangle Single Hung

*** Unit ***
Unit 1.1: #1117 VTG, EXTRD SASH, STR, SQUARE BASIC JAMB PROFILE

*** Glass ***
Unit 1.1: DL GLZD, SOLAR CONTROL LOW-E GLASS, MILL FNSH SPACER, GLS PRESRV W/O NT+ CTG, BVLD BD

Unit 1.1 Lower, 1.1 Upper: CLEAR GLS

*** Lite Divisions ***
Unit 1.1 Lower: NONE

Unit 1.1 Upper: PDL, COLONIAL, 3W1H, 7/8" Bars, MILL FNSH INTRNL SPCRS, BVLD BARS - EXTERIOR, BVLD BARS - INTERIOR

*** Hardware-Accessories ***
Unit 1.1: CLY (RUSTIC) HRDW, SIGNATURE LCK, BETTERVUE FG FULL SCRN, SCREEN(S) LOOSE

*** Species-Finish-Color ***
Unit 1.1: PINE SPECIES, 70% FLRPOLYMR EXT SASH, 70% FLRPOLYMR EXT FRAME, Match All Ext Colors, HRTFD GRN EXT, UNFINISHED INT SASH, UNFINISHED INT FRAME, WD WRAPPED JBLNR

*** Casing-Jambs-Trim ***
Unit 1.1: NO CASING, NO SILL NSG, N/Fin, 4-9/16" JAMBS, NO INSTL CLIPS

024	2ND FL REAR	**EA**	(2)	**2.57**	**$824.08**	**$1,648.16**

*** Unit ***
UDHT (Assy 1)

Ultra Rectangle DH/SH Transom

*** Unit ***
Unit 1.1: EXTRD SASH, MATCH STR PROF, SS, SQ STOP

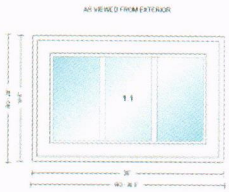
*** Glass ***
Unit 1.1: DL GLZD, SOLAR CONTROL LOW-E GLASS, MILL FNSH SPACER, GLS PRESRV W/O NT+ CTG, BVLD BD

Unit 1.1: CLEAR GLS

*** Lite Divisions ***
Unit 1.1: PDL, COLONIAL, 3W1H, 7/8" Bars, MILL FNSH INTRNL SPCRS, BVLD BARS - EXTERIOR, BVLD BARS - INTERIOR

*** Species-Finish-Color ***
Unit 1.1: PINE SPECIES, 70% FLRPOLYMR EXT SASH, 70% FLRPOLYMR EXT FRAME, Match All Ext Colors, HRTFD GRN EXT, UNFINISHED INT SASH, UNFINISHED INT FRAME

*** Casing-Jambs-Trim ***
Unit 1.1: NO CASING, NO SILL NSG, N/Fin, 4-9/16" JAMBS, NO INSTL CLIPS



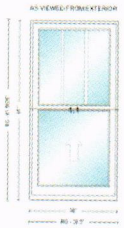
Scaled to Fit

Rough Opening:
30 1/2" X 20"

Frame Size:
30" X 19 1/2"

Unit Dimension:
30" X 19 1/2"

025 2NF FL REAR **EA** (2) **8.99** **$1,311.38** **$2,622.76**



Scaled to Fit

Rough Opening:
30 1/2" X 61 9/16"

Frame Size:
30" X 61"

Unit Dimension:
30" X 61"

*** Unit ***
UDH (Assy 1)

Ultra Rectangle Single Hung

*** Unit ***
Unit 1.1: #1117 VTG, EXTRD SASH, STR, SQUARE BASIC JAMB PROFILE

*** Glass ***
Unit 1.1: DL GLZD, SOLAR CONTROL LOW-E GLASS, MILL FNSH SPACER, GLS PRESRV W/O NT+ CTG, BVLD BD

Unit 1.1 Lower, 1.1 Upper: CLEAR GLS

*** Lite Divisions ***
Unit 1.1 Lower: NONE

Unit 1.1 Upper: PDL, COLONIAL, 3W1H, 7/8" Bars, MILL FNSH INTRNL SPCRS, BVLD BARS - EXTERIOR, BVLD BARS - INTERIOR

*** Hardware-Accessories ***
Unit 1.1: CLY (RUSTIC) HRDW, SIGNATURE LCK, BETTERVUE FG FULL SCRN, SCREEN(S) LOOSE

*** Species-Finish-Color ***
Unit 1.1: PINE SPECIES, 70% FLRPOLYMR EXT SASH, 70% FLRPOLYMR EXT FRAME, Match All Ext Colors, HRTFD GRN EXT, UNFINISHED INT SASH, UNFINISHED INT FRAME, WD WRAPPED JBLNR

*** Casing-Jambs-Trim ***
Unit 1.1: NO CASING, NO SILL NSG, N/Fin, 4-9/16" JAMBS, NO INSTL CLIPS

026	None Assigned	(1)	**0.00**	**$250.00**	**$250.00**

BUILDING PERMIT

For warranty information please click this link or visit https://www.kolbewindows.com/resources/warranties

Notes / Totals / Signature

Total Quantity: 254	**Total Cubic Feet:** 1,359.17	**Total Perimeter Feet:** 35,454.00	**Sub-Total*:**	$377,277.34
			Total Tax:	$26,409.41
			Total Freight:	$0.00
			Total Labor:	$159,360.00
			Total Amount:	$563,046.75

Total Amount includes Kolbe and/or Non-Kolbe lines if applicable

Signature: _____ **Date:** _____

Purchase Order: _____

Printed By: Kristen Francisco
Created: 1/18/2022

For warranty information please click this link or visit https://www.kolbewindows.com/resources/warranties

Jeffrey B. Lawrence

From: Daniel Franco <danielf@lakeglassandmirror.com>
Sent: Monday, December 13, 2021 4:08 PM
To: Jeffrey B. Lawrence
Subject: RE: downtown Leesburg

Ok, let me know if you have any questions.
We can figure it out together.
Thanks.

Daniel franco h.
Estimator
Office (352) 787-47-00
Cel (786)830-28-91
Email: danielf@lakeglassandmirror.com
LAKE GLASS LG&M MIRROR INC.

From: Jeffrey B. Lawrence <jlawrence@capitolcorp.com>
Sent: Monday, December 13, 2021 3:57 PM
To: Daniel Franco <danielf@lakeglassandmirror.com>
Subject: Re: downtown Leesburg

Hi Daniel,
Thanks for sending this along We will be getting more details together once we come up with a design.
We had budgeted 200k
So we were in the ballpark.
JBL

Sent from my iPhone

Jeffrey B. Lawrence CMCA®, AMS®, PCAM® | President
Capitol Companies
Property Management AAMC® | Real Estate | Development | Construction
3914 Centreville Rd., #300 | Chantilly, VA 20151
Email: jlawrence@capitolcorp.com | **Office:** 703.707.6404
Fax: 703.707.6401 | **Web:** www.capitolcorp.com

The information in this message is confidential and protected from disclosure. If the reader of this message is not the intended recipient, you are hereby notified that any distribution or copying of this communication is strictly prohibited.

On Dec 13, 2021, at 3:24 PM, Daniel Franco <danielf@lakeglassandmirror.com> wrote:

Hello, boss good afternoon.

Talk to my boss in reference to the windows.

Based on experience of this type of work would be talking about $300,000.00 because of the windows style.
If you need a more exact price we will need about two or three weeks.

Daniel franco h.
Estimator
Office (352) 787-47-00
Cel (786)830-28-91
Email: danielf@lakeglassandmirror.com

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.8.

Meeting Date: November 14, 2022

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida approving a Downtown Building Redevelopment Grant to Palace Partners, LLC, for renovations at 410 W Main Street; and providing an effective date.

Staff Recommendation:
Approve Downtown Building Redevelopment Grant for 410 West Main Street.

Analysis:
This is the first grant application for the Downtown Building Redevelopment Grant Program. Palace Partners, LLC has purchased and refurbished the interior of the building located at 410 West Main Street. The building's use will remain commercial and entertainment downstairs. Business offices on the second floor and the third floor, is planed to be future apartments.

The project's concept is approved pursuant to the grant regulations and the Owner has provided a detailed scope of work for an expense of $593,540 with Morton Construction Sanford, FL.

The owner stipulates that grant fund will determine an immediate or delay start on third floor renovation.

Procurement Analysis:
N/A

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

Fiscal Impact:
Funds are available in the Downtown Redevelopment Grant Program.

Account No.	001-1295-519-8219
Project No.	DWNRED

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA APPROVING A DOWNTOWN BUILDING REDEVELOPMENT GRANT TO PALACE PARTNERS, LLC, FOR RENOVATIONS AT 410 W MAIN STREET; 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 Downtown Leesburg Building Redevelopment Grant with Palace Partners, LLC whose address is 3914 Centreville Road, Suite 300, Chantilly, Virginia 20151 for the amount of $250,000.00.

THAT the grant is payable upon proper execution of the Grant Agreement and review from the City Manager.

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 14th day of November 2022.

_____
Mayor

ATTEST:

_____
City Clerk

REDEVELOPMENT GRANT AGREEMENT

THIS AGREEMENT is made between the City of Leesburg, Florida (hereinafter referred to as the "City"), and **PALACE PARTNERS, LLC** (hereinafter referred to as "Owner").

WITNESSETH:

THAT the City has made available grants to owners of real property within a specifically designated portion of its downtown area, for certain renovations to qualifying structures. Owner has been found to qualify for such a grant and has been awarded funding. The parties have entered into this Agreement to state the terms under which the funding will be disbursed, the purposes for which it may be used, and the conditions Owner must meet in order to receive the funding.

NOW THEREFORE, for and in consideration of the funding to be granted to Owner by the City, and the public benefits the appropriate use of that funding will generate, as well as other good and valuable considerations, the parties hereby agree as set forth below:

1. Owner has been awarded the sum of $250,000.00 out of the City's Downtown Redevelopment Grant funding pool. Owner accepts the grant subject to the terms of this Agreement, and agrees to observe and abide by all requirements of this Agreement and to fulfill all obligations imposed on Owner by this Agreement.

2. Owner will utilize the grant funding received from the City for the purposes outlined and detailed in Exhibit "A", attached hereto and shall not spend the money for any other purpose without prior, written approval from the City Manager.

3. Owner acknowledges that public funds may only be expended for public purposes, and that as a result Owner's use of the grant must necessarily be limited to the purposes listed above, which will generate public benefits by retrofitting buildings within the downtown area to enhance life safety, preserve and improve historic structures, and promote code compliance, usability, and general appearance, thereby improving the ability of Owner and any tenants renting from Owner to draw shoppers and other foot traffic to downtown, which will assist in improving the overall condition and viability of downtown Leesburg. Owner agrees that if it is found to have expended any grant funds on purposes not listed above (without prior written approval as aforesaid) or for any impermissible purposes, Owner will reimburse the City for all improper expenditures, with interest at the statutory rate beginning on the date of each improper expenditure. Owner will also be disqualified from receiving any funding assistance from the City for a period of five (5) years after the improper expenditures were made, whether from the downtown grant funding pool or any other source whatsoever.

4. Owner certifies that it is vested with fee simple title to the real property described below, and that there are no outstanding code enforcement citations against the property other than any which Owner will rectify utilizing the grant funds:

LEGAL DESCRIPTION

410 West Main Street
Leesburg, Florida 34748
Lot 9 North of Main Street in the city of Leesburg, Florida

Owner also certifies that all real property taxes and special assessments against this property, which became payable prior to the date of this Agreement, have been paid in full. All funding received by Owner under this Agreement will be used to improve the real property herein described, and must not be spent on any other real property, wherever situated.

5. In order to receive disbursement of funds under this Agreement, Owner must complete all work detailed in Paragraph 2 above, or as otherwise approved in writing by the City Manager prior to commencement of any other work, and must submit paid invoices to the City for all work done, together with a final inspection of all work done, and proof satisfactory to the City that Owner has expended at least as much in Owner's own money as the amount of the grant awarded to Owner under this Agreement. Once this documentation has been submitted and deemed acceptable by the City, the City will issue payment to Owner in the amount specified above.

6. Owner will utilize only licensed architects, engineers, and contractors in making the improvements to be paid for with this grant, and will obtain all required permits and approvals prior to commencement of work. Owner will not suffer the imposition of any construction liens against the property as a result of work being done pursuant to this Agreement.

7. 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.

8. Nothing expressed or referred to in this Agreement is intended or will be construed to give any person or entity other than the actual, named parties hereto and their respective successors and assigns, any legal or equitable right, remedy or claim under or with respect to this Agreement, or any provision hereof, it being the intention of the parties hereto that this Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the parties to this Agreement and their respective successors and assigns, and that no third party beneficiaries are to be created either expressly or by implication. Without limiting the generality of the foregoing, the City shall have no obligation whatsoever to any contractor, subcontractor, laborer, materialman or

others who may provide labor, services or materials to Owner pertaining to work to be done under this Agreement, and Owner may not assign any funding to be received by Owner under this Agreement. Owner is the sole person or entity entitled to receive disbursement of funds under this Agreement.

9. In any litigation arising under this Agreement, the prevailing party shall be entitled to recover its reasonable court costs and attorneys' fees, whether at trial, on appeal, in any proceedings in bankruptcy or insolvency, and in any efforts to collect or enforce a judgment obtained.

10. Owner understands and acknowledges that the City is the governmental body with land use and permitting authority over the work to be done under this Agreement, and that despite any provision of this Agreement to the contrary, Florida law does not permit the City to contract away its police powers. Thus, all aspects of the work to be done under this Agreement will need to meet all applicable codes and regulations, and are subject to all required public hearing processes which may lead to rejection of one or more parts of the work as envisioned in this Agreement. All elected and appointed boards of the City shall retain the right, after public hearing and input, to approve or reject any application for a permit or authorization for the work, even after approval and execution of this Agreement, and no such rejection shall be considered a breach of this Agreement, nor shall it afford Owner any legal rights or remedies.

11. This Agreement shall not be effective until it has been approved by the City Commission, at a public meeting at which a quorum is present, and this Agreement has been placed on the agenda for consideration and action.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the dates shown below.

THE CITY OF LEESBURG, FLORIDA

BY: _____
MAYOR

ATTEST: _____
ANDI PURVIS, City Clerk

APPROVED AS TO FORM AND CONTENT:

_____
CITY ATTORNEY

OWNER:

_____

Jeffrey B. Lawrence
Managing Partner

PALACE PARTNERS, LLC

10/28/2022

Al Minner
City Manager
City of Leesburg
501 W Meadow Street
Leesburg, Florida 34749-0630

Mr. Minner,

It was an immense pleasure meeting with you this week. As discussed, please find attached our application for the downtown redevelopment grant offered by the city.

As you know we purchase the historical Palace building located on 410 West Main Street earlier this year with plans to redevelopment it to a mixed-use development.

I am happy to report that we are nearing the end of the first phase of our project. By the end of this November, we should have two floors of the building completed and totally occupied. During the design and renovations, we have taken into careful consideration to persevere the historical architecture and to upgrade building systems and structure where needed. We strongly feel the investment and improvements we have made to date will not only benefit our tenants but are keeping in line with the towns vison of revitalizing the downtown. Our ownership group is committed to continuing to invest our resources in making the downtown area vibrant and livable place for everyone to be proud of.

Thank you for your consideration and we look forward to speaking to you soon.

Respectfully,

Jeffrey B. Lawrence
Managing Partner
Enclosure

DOWNTOWN LEESBURG BUILDING REDEVELOPMENT GRANT

Exhibit "B" Application

1. Project Location

Address of Property to be Improved:

410 West Maint Street, Leesburg FL 34748

Assessor Parcel Number(s):

Lot 9 North of Main St in city of Leesburg

Name of Business(es) in Project:

Two Old Hags, Beacon College,

2. Applicant Information

Name: Palace Partners, LLC, a Virginia Limited Liability Company

Mailing Address: 3914 Centreville Road, Suite 300

City: Chantilly State: VA Zip: 20151

Phone: 703-707-6404

Email: jlawrence@capitolcorp.com

Do you own, rent or lease the subject property? Own

*If you are not the owner, the owner will need to co-sign the application.

3. Description of Proposed Improvements

Please see attached

4. Estimated Costs of Project $624,647.00

[X] Please acknowledge that a detailed cost estimated for the total project and estimates of improvement which are eligible to be funded with this grant has been attached with this submission.

Our project consists of a combination of structural and architectural modifications that will address current code deficiencies, structural repairs, and architectural preservation with new mechanical and electrical upgrades to fixtures and utilities. We intend to use the building as a mixed-use development that includes retail on the first floor, office component on the second floor and residential on the third floor.

The first phase of our project has already started and scheduled to be completed by the end of November. During this phase we have addressed several structural deficiencies and have made these repairs where needed. We will be upgrade all the mechanical and electrical systems on the 1st and 2nd floor including new AC units and electrical services to meet current code requirements and environmental standards. The lighting on both floors have been changed to LED and high efficiency. New ADA compliant bathrooms have been installed on both floors including new sewer and supply piping on each floor. Modifications to the current fire suppression systems to accommodate new buildouts have been completed. New egress doors and panic hardware have been installed on both floors. All the windows on second floor have been repaired and made safe. A new automatic handicap accessible door is being installed on entrance to the first floor. The patching and repair of stucco and plaster walls on first and second floors including entry foyer are done. New led lighting and paint will also be installed at entrance of the building during this phase. Both floors are currently undergoing renovations to accommodate the new tenants. We have taken great care in preserving the old architecture character and history of the interior of the building while improving its systems, safety, and efficiency to continue to blend in with the town and its vison. We have made a substantial investment on the project and are committed to making improvements to help revitalize the downtown in Leesburg.

Please see attached the following information:

Complete set of construction documents

Total project hard cost summary

Project construction schedule of values and certified pay application

Check register

Copies of the checks

We appreciate your consideration.

Palace Partners, LLC

Palace Partners, LLC	10/28/2022
Palace Renovation Work 410 W Main Street Leesburg, FL 34748	

Building Improvements and upgrades	$ 624,647.00
Improvements and upgrades that qualify for grant consideration This includes structual repairs, ADA upgrades, HVAC, plumbing, eletrical upgrades	$ 472,663.95

*The purchase of the building and all soft costs are not included in this breakdown

**(please see the attached description and construciton drawings provided)

PALACE PARTNER, LLC

PALACE RENOVATION

410 W MAIN ST, LEESBURG FLORIDA 34748

Palace Partner LLC
Owner
3914 Centreville Rd, #300
Chantilly, Virginia 20151
(703) 707-6404

Shumake Architecture, P.A.
Architect
2907 W Bay to Bay Blvd, Suite 312
Tampa, Florida 33629
(813) 425-3350

Emerald Engineering, Inc.
Mechanical and Electrical Consulting Engineer
9942 Currie Davis Dr, Suite H
Tampa, Florida 33619
(813) 995-0300

CONSTRUCTION DRAWINGS

MAY 05, 2022

ARCHITECTURAL SYMBOLS

NORTH ARROW

DETAIL REFERENCE — 1 / A4.1

DRAWING IDENTIFICATION — 1 / A5.1

DRAWING SECTION — 1 / A3.1

ELEVATION REFERENCE — A5.1

ELEVATION TARGET — REFERENCE 100'-0"

FURNITURE OR EQUIPMENT — 1

DOOR AND/OR FRAME — 1

GLAZING TYPE — 1

KEY NOTE — 1

LOUVER TYPE — 1A

REVISION NUMBER — 1

ROOM NAME/NUMBER — OFFICE 114

VISUAL DISPLAY BOARD — 1A

WALL OR PARTITION TYPE — PS.1

WINDOW TYPE — 1A

APPLICABLE CODES

CONSTRUCTION TO COMPLY WITH CURRENTLY ADOPTED CODES, ENFORCED BY THE CITY OF LEESBURG FLORIDA

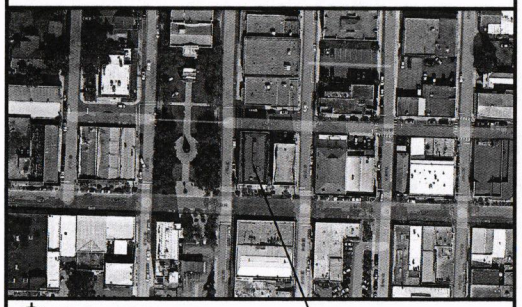
2020 FLORIDA BUILDING CODE (7TH EDITION): BUILDING
2020 FLORIDA BUILDING CODE (7TH EDITION): ACCESSIBILITY
2020 FLORIDA BUILDING CODE (7TH EDITION): ENERGY CONSERVATION
2020 FLORIDA BUILDING CODE (7TH EDITION): PLUMBING
2020 FLORIDA BUILDING CODE (7TH EDITION): MECHANICAL
2020 FLORIDA BUILDING CODE (7TH EDITION): FUEL GAS
2020 FLORIDA BUILDING CODE (7TH EDITION): EXISTING BUILDING

ELECTRIC CODE
NATIONAL ELECTRICAL CODE (NEC) 2017

FIRE CODES
2018 NFPA 1
2018 NFPA 101 LIFE SAFETY CODE
2020 FLORIDA FIRE PREVENTION CODE (7TH EDITION)
2016 NFPA 14, 13R, 13D
2016 NFPA 14
2016 NFPA 24
2017 NFPA 96
2017 NFPA 17A
2018 NFPA 72
2017 NFPA-70 NATIONAL ELECTRICAL

ARCHITECTURAL ABBREVIATIONS

℄	CENTER LINE
—	NONE REQUIRED
AC P	ACOUSTICAL PANEL CEILING
ADJ	ADJUSTABLE
AFF	ABOVE FINISHED FLOOR
ALM	ALUMINUM
ALT	ALTERNATE
APPROX	APPROXIMATELY
BLDG	BUILDING
BLKG	BLOCKING
CEM PLS	CEMENT PLASTER
CLG	CEILING
CLO	CLOSET
CMU	CONCRETE MASONRY UNIT
COL	COLUMN
CONC	CONCRETE
CONF	CONFERENCE
CONT	CONTINUOUS
CORR	CORRIDOR
CPT	CARPET
CT	CERAMIC TILE
CTRJT	CONTROL JOINT
DBL	DOUBLE
DIA	DIAMETER
DIM	DIMENSION
DN	DOWN
DTL	DETAIL
DWG	DRAWING
ELEC	ELECTRICAL
EQ	EQUAL
EQUIP	EQUIPMENT
ETC	ET CETERA
EWC	ELECTRICAL WATER COOLER
EXIST	EXISTING
EXP JT	EXPANSION JOINT
EXT	EXTERIOR
FD	FLOOR DRAIN
FE	FIRE EXTINGUISHER
FEC	FIRE EXTINGUISHER CABINET
FIN	FINISH
FL	FLOOR
FSS	FOLDING SHOWER SEAT
FT	FEET
FTG	FOOTING
GA	GAUGE
GALV	GALVANIZED
GB	GRAB BAR
GL	GLASS, GLAZING
GT	GLAZED TILE
GYP BD	GYPSUM BOARD
GYP PLS	GYPSUM PLASTER
HM	HOLLOW METAL
HORIZ	HORIZONTAL
ID	INSIDE DIAMETER
INSUL	INSULATION
INT	INTERIOR
JAN	JANITOR
JT	JOINT
LAM PLS	LAMINATED PLASTIC
LAV	LAVATORY
LLH	LONG LEG HORIZONTAL
LW	LIGHTWEIGHT
M	MIRROR
M/S	MIRROR/SHELF
MAINT	MAINTENANCE
MAT'L	MATERIAL
MAX	MAXIMUM
MECH	MECHANICAL
MFR	MANUFACTURER
MIN	MINIMUM
MO	MASONRY OPENING
MTD	MOUNTED
MTL	METAL
NIC	NOT IN CONTRACT
NO./#	NUMBER
NOM	NOMINAL
NTS	NOT TO SCALE
OC	ON CENTER
OD	OUTSIDE DIAMETER
OPP	OPPOSITE
OP HD	OPPOSITE HAND
PART'N	PARTITION
PLBG	PLUMBING
PLS	PLASTER
PNT	PAINT
PT	PRESSURE TREATED
PTD	PAPER TOWEL DISPENSER
PWD	PLYWOOD
QT	QUARRY TILE
RD	ROOF DRAIN
REBAR	REINFORCING BAR
REINF	REINFORCEMENT
REQ'D	REQUIRED
RES F	RESINOUS FLOORING
RFG	REFRIGERATOR
RH	ROBE HOOK
RM	ROOM
RT	RUBBER TILE
RTU	ROOF TOP UNIT
S/H	SEALER/HARDENER
SCR	SHOWER CURTAIN AND ROD
SD	SOAP DISPENSER
SH	SOAP HOLDER
SIM	SIMILAR
SMS	STRUCTURAL METAL STUD
SND	SANITARY NAPKIN DISPOSAL
SNTV	SANITARY NAPKIN VENDOR
SNV/D	SANITARY NAPKIN VENDOR /DISPOSAL
SP C	SPECIAL COATING
SPECS	SPECIFICATIONS
SQ	SQUARE
SS	STAINLESS STEEL
STC	SOUND TRANSMISSION CLASS (RATING)
STD	STANDARD
STL	STEEL
STOR	STORAGE
STR	STRUCTURAL
SUS	SUSPENDED
T&G	TONGUE AND GROOVE
TB	TOWEL BAR
TTD	TOILET TISSUE DISPENSER
TYP	TYPICAL, (UNLESS OTHERWISE NOTED)
UON	UNLESS OTHERWISE NOTED
V	VINYL
VCT	VINYL COMPOSITION TILE
VERT	VERTICAL
VEST	VERSTIBULE
VSF	VINYL SHEET FLOORING
VT	VINYL TILE
W/	WITH
WC	WALL COVERING
WD	WOOD
WR	WASTE RECEPTACLE
WWF	WELDED WIRE FABRIC



SITE LOCATION MAP
SCALE: NOT TO SCALE

PROJECT SITE

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A1.2 DEMOLITION PLAN

A2.1 FIRST FLOOR PLAN
A2.2 INTERMEDIATE LEVEL
A2.3 SECOND FLOOR PLAN
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A3.1 REFLECTED CEILING PLAN

A4.1 ROOF PLAN

A5.1 INTERIOR ELEVATIONS & MILLWORK

A6.1 MISCELLANEOUS DETAILS
A6.2 MISCELLANEOUS DETAILS

A7.1 PARTITION TYPES
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E2.2 INTERMEDIATE FLOOR RENOVATION ELECTRICAL
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SHUMAKE ARCHITECTURE, PA
AR 14619
2907 W Bay to Bay Blvd.
Suite 210
Tampa, Florida 33629
Phone: 813.425.3350
rcs@shumakearchitecture.net

Palace Partner LLC

PALACE RENOVATION

410 W Main Street, Leesburg, Florida, 34748

JOB NUMBER: 2204

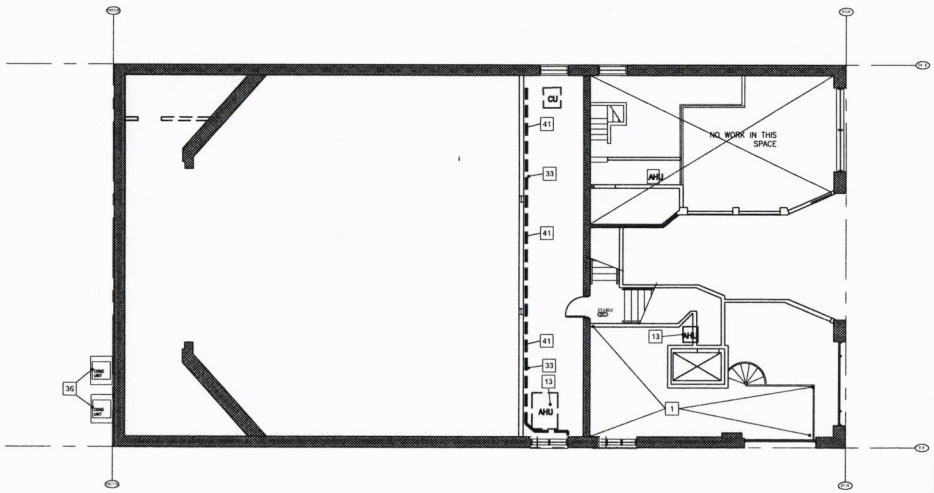
ISSUE DATE: 05.06.2022

DRAWN BY: RCS

REVISIONS:

SHEET TITLE: SHEET INDEX, ABBREVIATIONS, CODE REFERENCES, SITE LOCATION MAP

SHEET NUMBER A0.1



INTERMEDIATE LEVEL DEMOLITION
SCALE: 1/8"=1'-0"

GENERAL NOTES:

A. DEMOLITION PLAN GENERAL AND SPECIFIC NOTES APPLY TO SHEET A1.1.

B. EXISTING FURNITURE, ARTWORK AND OTHER STORED ITEMS WILL BE REMOVED BY THE OWNER PRIOR TO THE START OF DEMOLITION.

C. EXISTING GYPSUM BOARD SURFACES WITHIN THE SCOPE LIMITS IS TO REMAIN AND IS TO BE PATCHED AND REPAIRED AS REQUIRED TO PROVIDE A CONSISTENT APPEARANCE.

D. EXISTING CONSTRUCTION TO REMAIN UNLESS OTHERWISE NOTED.

E. FIELD VERIFY EXISTING STRUCTURAL COLUMNS, STRUCTURAL FRAMED WALLS AND BEAMS PRIOR TO DEMOLITION. NOTIFY THE ARCHITECT IF FOUND STRUCTURAL COLUMN LOCATIONS DEVIATE FROM THESE DRAWINGS BY MORE THAN 6". AN ATTEMPT WAS MADE TO IDENTIFY STRUCTURAL LOAD BEARING FRAMED WALLS, HOWEVER WITH EXISTING HARD CEILINGS IN PLACE, AN EXTENSIVE REVIEW OF STRUCTURE WAS NOT PERFORMED. CAREFULLY REVIEW EXISTING WALL CONSTRUCTION BY REMOVING FINISHES PRIOR TO REMOVING FRAMING. CONSULT THE ARCHITECT AFTER REMOVAL OF FINISHES, AND PRIOR TO REMOVING FRAMING.

F. REMOVE FLOOR FINISHES DOWN TO EXISTING CONC SLAB, OR SOUND, FULLY ADHERED VINYL OR WOOD FLOORING, AT AREAS WHERE NEW FLOOR FINISHES ARE SCHEDULED.

G. SEE MECHANICAL, ELECTRICAL AND PLUMBING DOCUMENTS FOR ADDITIONAL SELECTIVE DEMOLITION SCOPE.

H.

I. REMOVE SECTIONS OF EXISTING CONCRETE SLABS AT AREAS WHERE NEW UNDERGROUND PLUMBING IS INDICATED ON THE PLUMBING DOCUMENTS..

J.

K. WHERE GYPSUM BOARD AND PLASTER ARE SPECIFICALLY INDICATED TO BE REMOVED, REMOVE GYPSUM BOARD AND PLASTER FINISHES DOWN TO WOOD, STEEL OR MASONRY STRUCTURE.

L. REMOVE EXISTING CEILING PANELS AND GRID AT AREAS WHERE NEW CEILINGS ARE SCHEDULED.

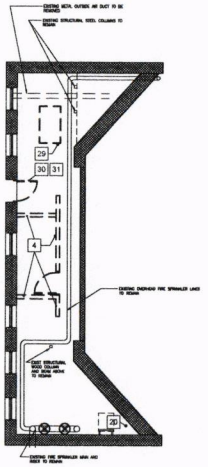
M. SPECIFIC NOTES ON THIS SHEET INDICATE ITEMS TO BE REMOVED AND ITEMS TO REMAIN. ITEMS NOTED ARE TO REMAIN UNLESS SPECIFICALLY INDICATED TO BE REMOVED.

N. WHERE CEILINGS OR WALLS ARE INDICATED TO BE REMOVED, REMOVE ALSO ALL RELATED CONSTRUCTION SUCH AS LIGHT FIXTURES, ELECTRIC OUTLETS, WIRING, PIPES, ETC.

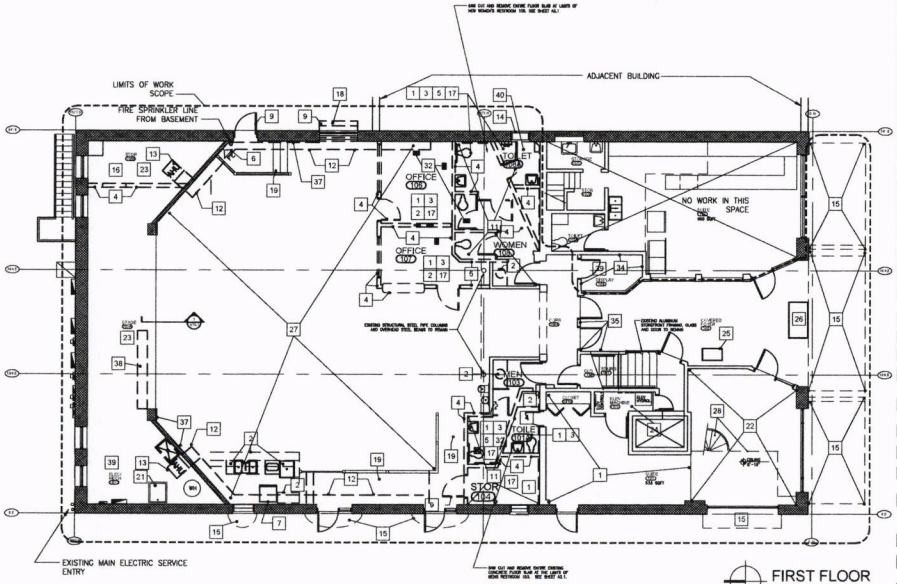
O. WHERE NEW GYPSUM BOARD IS INDICATED OVER EXISTING FRAMING, INSTALL NEW SUPPLEMENTAL BLOCKING AS REQUIRED TO SCREW ATTACH THE BOARD TO MEET CODE FASTENER REQUIREMENTS.

SPECIFIC NOTES:

1. REMOVE ALL EXISTING CARPET OR TILE FLOORING. AT TILED FLOORS, REMOVE ALSO THE WALL BASE AND WOOD SUBFLOOR DOWN TO EXISTING FRAMING.
2. REMOVE EXISTING MILLWORK AND ALL ASSOCIATED PLUMBING AND ELECTRICAL ROUGH-IN, IF APPLICABLE.
3. REMOVE EXISTING ACOUSTIC CEILING PANELS AND SUSPENSION SYSTEM, METAL CEILING PANELS OR PLASTER ON WOOD LATH FROM THE CEILING.
4. REMOVE EXISTING GYPSUM BOARD, STUD PARTITION AND ASSOCIATED OPENINGS.
5. REMOVE EXISTING PLUMBING FIXTURES, TOILET PARTITIONS AND SINKS IN THIS ROOM.
6. REMOVE EXISTING FIRE EXTINGUISHER. STORE AND RE-INSTALL AT LOCATIONS INDICATED ON THE FLOOR PLANS.
7. EXISTING EQUIPMENT TO BE REMOVED BY OWNER PRIOR TO CONSTRUCTION.
8. REMOVE EXISTING PLASTER OR GYPSUM BOARD FINISHES FROM THE WALLS OF THIS ROOM AND PLASTER LATH TO ALLOW INSTALLATION OF NEW PLUMBING AND ELECTRICAL CONDUITS INSIDE WALLS. SAVE FIRE ALARM DEVICES AND EMERGENCY LIGHT FIXTURES. MOVE EXPOSED POWER AND DATA CONDUITS TO INSIDE THE STUD WALL FOR A CONCEALED INSTALLATION.
9. REMOVE EXISTING DOOR AND FRAME
10. REMOVE EXISTING WALL TILE
11. REMOVE EXISTING RAISED WOOD FLOOR STRUCTURE TO ORIGINAL CONCRETE SLAB IN THIS AREA.
12. REMOVE EXISTING WALL MOUNTED DUCTWORK AND ASSOCIATED DUCTWORK BACK TO THE EXISTING RTU.
13. REMOVE EXISTING AHU, ASSOCIATED CU, LINE SETS AND CONDENSATE LINES.
14. REMOVE EXISTING WINDOW AND FRAME.
15. REMOVE EXISTING FABRIC FROM EXISTING FRAMEWORK. FRAMEWORK TO REMAIN IN PLACE FOR NEW FABRIC.
16. REMOVE EXISTING RAISED OVERHEAD STORAGE PLATFORM.
17. REMOVE EXISTING PLYWOOD CEILING AND ASSOCIATED 2X4 WOOD FRAMING AT CEILING IN THIS AREA.
18. REMOVE EXISTING CONCRETE STAIR AT EXTERIOR DOOR.
19. REMOVE CARPET FROM STAIRS AND LANDINGS IN THIS AREA IN PREPARATION FOR NEW FLOOR FINISHES.
20. EXISTING MAIN SANITARY DRAIN AT THIS LOCATION. IT IS POSSIBLE THAT THERE ARE OTHER SANITARY LINE CONNECTIONS TO THE CITY MAIN THAT WERE NOT OBSERVED.
21. EXISTING FLOOR HATCH TO ACCESS LADDER TO BASEMENT.
22. EXISTING WOOD LAMINATE FLOORING TO REMAIN.
23. EXISTING EXPOSED HARDWOOD FLOORING AT STAGE TO REMAIN.
24. EXISTING ELEVATOR AND ELEVATOR EQUIPMENT TO REMAIN.
25. EXISTING USPS MAILBOXES BOLTED TO FLOOR TO REMAIN.
26. EXISTING PIANO TEMPORARILY MOVE AS REQUIRED FOR CONSTRUCTION IN THE AREA AND PLACE BACK IN THIS LOCATION WHEN CONSTRUCTION ACTIVITIES ALLOW.
27. EXISTING PLYWOOD FLOORING TO REMAIN FOR USE AS SUB-FLOORING.
28. EXISTING SPIRAL STAIR AND OVERHEAD PLATFORM TO REMAIN.
29. EXISTING MECHANICAL EQUIPMENT TO BE DISMANTLED INTO SECTIONS SMALL ENOUGH TO ALLOW REMOVAL FROM THE NEARBY EXTERIOR DOOR TO THE SIDEWALK. INCLUDE AN ALTERNATE PRICE FOR THIS WORK.
30. EXISTING EXTERIOR WOOD DOOR TO REMAIN AND BE UTILIZED FOR CONSTRUCTION ACCESS THE THE BASEMENT.
31. REMOVE EXISTING ABANDONED PLUMBING FIXTURES FROM THIS SPACE.
32. REMOVE EXISTING HVAC GRILLS AND ASSOCIATED DUCTWORK ABOVE THE CEILING.
33. EXISTING ABANDONED 4" PVC RAIN LEADER. DISCONNECT FROM VERTICAL LEADERS AND REMOVE ALL EXPOSED PVC PIPE.
34. REMOVE EXISTING WOOD PANELING, PLASTER AND LATH DOWN TO ORIGINAL STRUCTURE IN THIS SPACE. REMOVE SURFACE MOUNTED ELECTRICAL CONDUITS. NOTIFY ARCHITECT WHEN STRUCTURE IS EXPOSED TO VIEW.
35. REMOVE EXISTING CEMENT PLASTER AROUND THE DOOR AND FRAMES AS REQUIRED FOR INSTALLATION OF NEW POWER AND CONTROL WIRING ASSOCIATED WITH THE NEW DOOR OPERATOR, HARDWARE AND CONTROLS..
36. REMOVE EXISTING CONDENSER UNITS FROM THE STEEL PLATFORMS. STEEL PLATFORMS TO REMAIN.
37. REMOVE EXISTING WALL PANELING, CHAIR RAIL, BASE BOARD AND ASSOCIATED ITEMS AS REQUIRE FOR INSTALLATION OF THE NEW RAMP.
38. REMOVE EXISTING STAGE LIGHTING METAL FRAME STRUCTURE AT TOP OF STAGE OPENING. REMOVE ALSO ALL ASSOCIATED ELECTRICAL WIRING AND COMMUNICATION WIRING BACK TO THE PANEL OR SOURCE. THIS INCLUDES THE WIRING INSTALLED ON THE CENTER BEAM IN THE MAIN THEATER. STORE LIGHTING RACK ON SITE FOR RE-INSTALLATION.
39. REMOVE EXISTING PLASTER SOFFIT AND WOOD LATH IN THIS AREA.
40. THE EXISTING CONCRETE FLOOR SLAB IN THIS ROOM IS ABOUT 6" BELOW THE FINISH FLOOR OF THE ADJACENT ROOM.
41. REMOVE EXISTING PLASTER OR GYPSUM BOARD FINISHES FROM THE WALLS OF THIS ROOM, DOWN TO EXISTING FRAMING OR STRUCTURE.



BASEMENT PLAN



FIRST FLOOR DEMOLITION
SCALE: 1/8"=1'-0"

SHUMAKE ARCHITECTURE, PA
AR 14639
2907 W Bay to Bay Blvd.
Suite 210
Tampa, Florida 33629
Phone: 813.425.3350
rss@shumakearchitecture.net

Palace Partner LLC

PALACE RENOVATION

410 W Main Street, Leesburg, Florida, 34748

JOB NUMBER: 2204

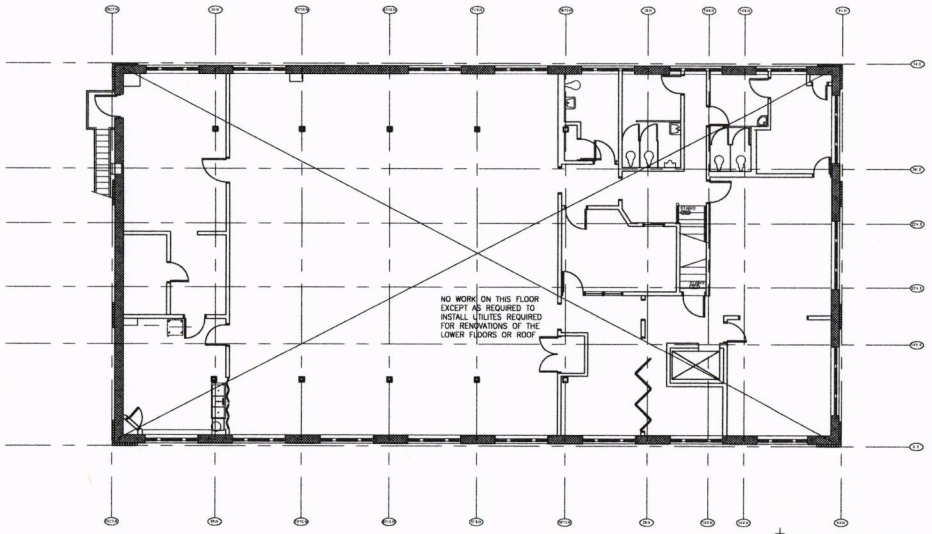
ISSUE DATE: 05.06.2022

DRAWN BY: CGMR/GC

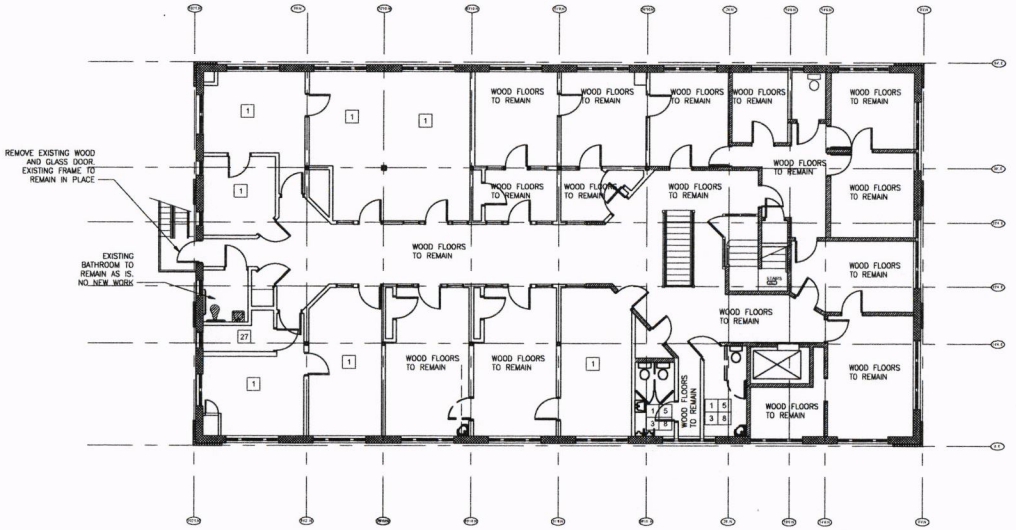
REVISIONS:

SHEET TITLE: DEMOLITION PLANS

SHEET NUMBER A1.2



THIRD FLOOR
DEMOLITION
SCALE: 1/8"=1'-0"



SECOND FLOOR
DEMOLITION
SCALE: 1/8"=1'-0"

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JOB NUMBER:
2204

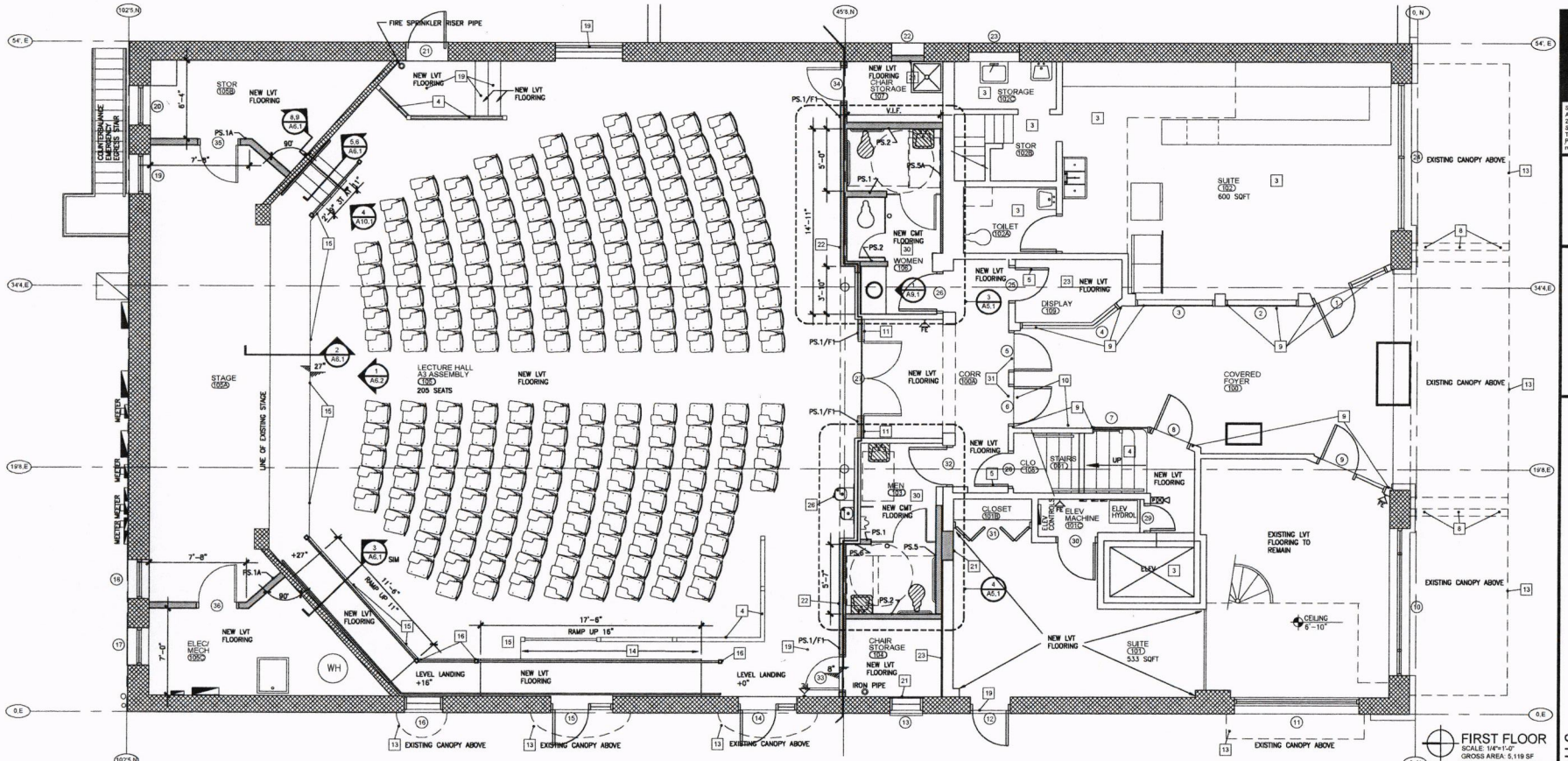
ISSUE DATE:
05.06.2022

DRAWN BY:
RCS/GC

REVISIONS:

SHEET TITLE:
DEMOLITION PLANS

SHEET NUMBER:
A1.3



FIRST FLOOR
SCALE: 1/4"=1'-0"
GROSS AREA: 5,119 SF
RENOVATION AREA: 3,912 SF

INTERIOR FINISH NOTES:

A. THE SET OF NOTES APPLIES TO ALL INTERIOR WALL SURFACES ON THE FIRST AND SECOND FLOOR

B. REVIEW EXISTING PLASTER FINISH ON THE INTERIOR SIDE OF THE EXTERIOR MASONRY WALLS. REMOVE ANY LOOSE PLASTER DOWN TO SOLID MATERIAL. PATCH WITH SETTING TYPE JOINT COMPOUND. FILL EXISTING VOIDS FLUSH TO ADJACENT SURFACES WITH SETTING TYPE JOINT COMPOUND.

C. PREPARE ALL WALL SURFACES, PLASTER AND GYPSUM BOARD FOR NEW PAINT COATING SYSTEM. PREPARATION TO INCLUDE FILLING ALL HOLES AND CRACKS WITH SETTING TYPE JOINT COMPOUND PRIOR TO SANDING ALL SURFACES. PREPARE AS REQUIRED FOR A LEVEL 3 SPACKLE FINISH.

D. REPAIR HOLES IN WALL AT LOCATIONS WHERE DUCTS AND DUCT SUPPORT BRACKETS WERE REMOVED FROM THE THEATER. REPAIR PLASTER SURFACES WITH SETTING TYPE JOINT COMPOUND. SAND TO BLEND WITH ADJACENT SURFACES PRIOR TO PAINTING.

E. MASK OFF ALL ADJACENT TRIM, FLOORS AND CEILINGS AS REQUIRED TO PROTECT FROM SPACKLE OVERSPRAY. SPRAY APPLY LEVEL 3 LIGHT ORANGE PEEL SPACKLE PATTERN TO ALL INTERIOR FINISHED WALL SURFACES.

F. PROVIDE NEW WALL PAINT COATING SYSTEM THROUGHOUT THE FIRST AND SECOND FLOOR AT ALL PLASTER AND/OR GYPSUM BOARD SURFACES. COATING SYSTEM TO INCLUDE ONE COAT OF PRIME, ONE TOP COAT. VERIFY PRIME COAT COMPATIBILITY WITH EXISTING COATINGS.

G. PROVIDE NEW TRIM PAINT AT SPECIFICALLY NOTED SPACES.

H. UNLESS OTHERWISE NOTED, IN ROOMS THAT HAVE ACOUSTICAL PANEL CEILINGS, ASSESS THE CONDITION OF THE PANELS AND REPLACE WITH PANELS FROM ROOM 201B AND 201C. INSTALL NEW ACOUSTICAL PANELS IN ROOMS 201B AND 201C.

I. AT THE EXISTING WOOD STAGE FLOOR, REVIEW THE ENTIRE FLOOR SURFACE AND FILL ANY HOLES OR GAPS SMALLER THAN ¼" WIDE X 12" LONG WITH COLOR MATCHING WOOD FILLER. REPLACE BOARDS WITH LARGER HOLES OR GAPS. SAND ENTIRE FLOOR SURFACE IN A THREE STEP PROCESS; 36 GRIT, 60 GRIT, 80 GRIT SANDPAPER. DO NOT OVERSAND FLOOR; REMOVE EXISTING FINISH AND PROVIDE NEW LEVEL SURFACE FOR NEW FLOOR FINISH. AFTER COMPLETION OF THE 36 GRIT SAND, NOTIFY THE ARCHITECT AND ALLOW 72 HOURS FOR A REVIEW OF THE WOOD CONDITION. ARCHITECT WILL IDENTIFY ANY EXISTING WOOD FLOORING THAT NEEDS REPLACED BEFORE PROCEEDING WITH FINAL TWO SANDING STAGES. INCLUDE 10 SQUARE FEET OF REPLACEMENT BOARDS IN THE BID.

J. AFTER CONSTRUCTING THE STAGE EXTENSION OF FINISHED T+G WOOD STRIP FLOORING THAT MATCHES THE EXISTING FLOORING, SAND WITH A THREE STEP PROCESS, 36 GRIT, 60 GRIT AND 80 GRIT. APPLY A STAIN TO MATCH THE EXISTING STAINED WOOD FLOORING. APPLY TWO COATS OF A WATER BASED POLYURETHANE FINISH

K. APPLY A MEDIUM DARK STAIN TO ALL WOOD FLOOR SURFACES, EXISTING AND NEW. APPLY A SECOND COAT OF STAIN AT A SAMPLE AREA OF THE NEW FLOORING TO MATCH THE STAIN OF THE EXISTING WOOD AS CLOSE AS REASONABLY POSSIBLE. NOTIFY THE ARCHITECT FOR A REVIEW OF THE STAIN SAMPLE. ALLOW 72 HOURS FOR A REVIEW. PROCEED TO STAIN THE ENTIRE NEW WOOD FLOOR AREA WITH THE APPROVED STAIN COLOR.

L. EXISTING INTERIOR PAINTED WOOD TRIM, DOORS, MOLDING, CASING, JAMBS, WALL BASE, ETC, TO GENERALLY REMAIN AS-IS. APPLY FILLER, SAND, PRIME AND TOUCH-UP PAINT FOUND DAMAGED AREAS GREATER THAN 2 SQUARE INCHES IN SIZE. BID TO INCLUDE 20 SQUARE FEET OF PATCH/PRIME/PAINT TOUCH-UP OF EXISTING WOOD TRIM.

M. EXISTING INTERIOR TRANSPARENT STAIN FINISHED WOOD SURFACES ARE TO REMAIN AS-IS UNLESS OTHERWISE NOTED.

N. PROVIDE LEVEL 4 SMOOTH FINISH AT ALL NEW GYPSUM BOARD SURFACES. APPLY PRIME, MID AND TOP PAINT COATS.

SPECIFIC NOTES:

1. PATCH WALL AREA WHERE WALLS WERE REMOVED. RE-PAINT ENTIRE WALL (SEE ROOM FINISH SCHEDULE).
2. NEW WALL PAINT ONLY IN THIS ROOM.
3. NEW FINISHES ARE NOT REQUIRED IN THIS ROOM.
4. EXISTING WOOD STAIR TREADS AND RISERS, TRIM AND WALL TRANSPARENT FINISHED WOOD WALL MOLDING ARE TO REMAIN AS-IS. NO NEW FINISHES OR NEW WORK IS REQUIRED FOR THE EXISTING TRANSPARENT WOOD FINISHES.
5. EXISTING TRANSPARENT FINISHED STAINED WOOD DOOR AND HARDWARE TO REMAIN. NO NEW WORK.
6. EXISTING TRANSPARENT STAINED WOOD TRIM AND BASEBOARD TO REMAIN AS-IS. NO NEW WORK.
7. EXISTING ALUMINUM STOREFRONT, GLAZING AND DOOR TO REMAIN AS-IS. NO NEW WORK.
8. REMOVE THREE EXISTING WIRE GLASS PANELS MOUNTED IN A STEEL FRAME BETWEEN THE HIGH CANOPY AND LOW CANOPY. CLEAN, PRIME AND PAINT THE STEEL FRAME. INSTALL THREE LAMINATED GLASS PANELS OF THE SAME SIZE AS THE ORIGINAL PANELS INTO THE STEEL FRAME. GLASS TO BE 6MM TEMPERED, 0.09MM PVB INNER-LAYER, AND 6MM TEMPERED LAMINATED UNITS.
9. STRIP ALL EXISTING TRANSPARENT FINISHED WOOD TRIM IN THE EXTERIOR LOBBY. SAND WITH 80 GRIT, 100 GRIT AND 150 GRIT. APPLY PENETRATING STAIN IN COLOR TO MATCH THE EXISTING STAIN. SPRAY APPLY TWO COATS OF POLYURETHANE. AT CONTRACTORS OPTION, REMOVE THE WOOD TRIM AND RE-FINISH AT SHOP AND RE-INSTALL IN ORIGINAL LOCATION.
10. INSTALL NEW OVERHEAD DOOR OPERATOR ON THE INTERIOR SIDE OF THIS DOOR. INSTALL PUSH TO OPEN BUTTON ON WALL SURFACE TO THE LEFT OF THE DOOR. WIRE FROM INSIDE ROOM 108. PUSH TO EXIT BUTTON TO BE MOUNTED 52" IN FRONT OF DOOR AND 36" AFF TO CENTER. INSTALL POWER SUPPLY FOR OPERATOR IN ROOM 108. PATCH EXISTING PLASTER TO MATCH ADJACENT SURFACES.
11. ALIGN THIS FACE OF THE NEW WALL WITH THE EXISTING TRIM LINE BETWEEN THE METAL PANEL CEILING AND THE METAL FASCIA AT THE THEATER SIDE.
12. ALIGN THIS FACE OF THE NEW WALL WITH THE EXISTING SOFFIT ABOVE.
13. INSTALL NEW FABRIC CANOPY OVER EXISTING FRAMES. FABRIC TO BE EQUAL TO SUNBRELLA MARINE GRADE, UV RESISTANT, WATER RESISTANT, ROYAL BLUE TWEED. SUBMIT FULL THREE SIMILAR BLUE COLORS FOR CONSIDERATION. SUBMIT SHOP DRAWINGS AND PRODUCT DATA TO THE ARCHITECT FOR REVIEW PRIOR TO PROCEEDING WITH CONSTRUCTION. GRAPHICS APPLIED TO FABRIC ARE BY OWNER AND NOT INCLUDED IN THIS WORK SCOPE.
14. INFILL EXISTING LOW AREA ADJACENT TO NEW RAMP WITH 2X6 KDAT FRAMING AT 16" O.C. AND TWO LAYERS OF PLYWOOD SUBFLOOR TO MATCH NEW RAMP ELEVATION. TAPER AT SOUTH END TO MATCH EXISTING SUBFLOOR ELEVATION.
15. FINISH FRONT OF NEW STAGE EXTENSION, STAIRS AND RAMP FASCIA WITH PRESSED METAL PANELS EQ TO "PRESSED TIN PANELS" PATTERN MUDGEE, SIZE 470MM X 620MM ADHERE TO GYPSUM BOARD SUBSTRATE. PRE-FINISH METAL PANEL IN COLOR "OLDE PEWTER" BY DULUX.
16. TURNED SOUTHERN YELLOW PINE (SYP) NEWEL POST, TYPE OF 4 AT RAMP AND 2 AT STAIR.
17. EXISTING PAINTED DOOR, CASING AND TRIM TO REMAIN. TOUCH-UP PAINT ONLY IF REQUIRED.
18. EXISTING BATHROOM DOOR IS TRANSPARENT STAIN FINISH ON THE CORRIDOR SIDE AND PAINTED ON THE INTERIOR SIDE. DOOR FINISHES TO REMAIN AS EXISTING. DOOR HARDWARE TO BE REVISED TO A PRIVACY LOCK. SEE DOOR SCHEDULE.
19. APPLY NEW CARPET TO STAIRS, RISERS, AND LANDING TO MATCH CARPET SPECIFIED FOR THE MAIN LECTURE HALL FLOOR.
20. EXISTING DOOR IS NOT FUNCTIONAL AND WILL NOT BE REPAIRED.
21. INFILL EXISTING OPENING WITH NEW METAL STUD FRAMING AND ⅝" GYPSUM BOARD. INSTALL R-30 FIBERGLASS INSULATION IN CAVITY.
22. FACE OF PARTITION TO ALIGN WITH EXISTING WALL FINISH ABOVE.
23. INSTALL NEW ⅝" GYPSUM BOARD ON THIS WALL.
24. PAINT EXISTING WALLS AND CEILING IN THIS SPACE WITH AN ACRYLIC LATEX PAINT, MEDIUM GRAY. POWER BROOM THE FLOORS AND APPLY A MEDIUM GRAY WATER BASED EPOXY.
25. EXISTING CONDENSING UNITS ON STEEL RACKS. CONDENSING UNITS TO BE REPLACED. RE-USE EXISTING STEEL RACKS. CONFIRM EXISTING FASTENERS.
26. EXISTING WATER COOLERS TO REMAIN.
27. PAINT EXISTING WALLS BASEBOARDS, WINDOW TRIM, FLOOR AND CEILING IN THIS SPACE WITH AN ACRYLIC LATEX PAINT, MEDIUM GRAY. DO NOT PAINT ELECTRIC PANELS, BACKBOARD, SECURITY PANELS OR ANY CABLES.
28. INTALL NEW FLOOR FRAMING AND SUBFLOOR IN THIS ROOM FROM WALL TO WALL. FRAMING TO BE 2X6 KDAT AT 16" ON CENTER, SHIMMED FROM EXISTING FLOOR AND CLIPPED TO EXISTING FLOOR STRUCTURE WITH SIMPSON CLIP ANGLE AT 36" ON CENTER EACH WAY. SUBFLOOR TO BE ¾" T+G PLYWOOD.
29. INSTALL NEW ⅝" HIGH HUMIDITY TYPE GYPSUM BOARD IN THIS WALL. FROM FLOOR TO STRUCTURE ABOVE AND EAST EXTERIOR WALL TO WEST EXTERIOR WALL.
30. INSTALL NEW 4" THICK, 3000 PSI CONCRETE SLAB IN MENS RESTROOM 103 AND WOMEN'S RESTROOM 106. INSTALL SLAB 2" BELOW FINISH FLOOR TO ALLOW THICK SET TILE ON A SLOPED MORTAR BED. APPLY A MEDIUM BROOM FINISH TO THE CONCRETE SLAB.
31. REMOVE EXISTING DOORS FROM FRAMES AND TAKE TO AN OFF SITE WOOD SHOP FOR STRIPPING AND RE-FINISHING. AT SHOP, REMOVE ALL GLASS, PUSH BARS, DOOR LEVERS, LOCKS, HINGES AND CLOSERS. HAND POLISH HARDWARE. STRIP WOOD FINISHES OF DOORS AND TRIM AND CASING THAT REMAINS INSTALLED. SAND WITH 80 GRIT, 100 GRIT AND 150 GRIT. APPLY TWO COATS OF PENETRATING STAIN IN A COLOR TO MATCH THE EXISTING FINISH. RE-INSTALL HARDWARE, DELIVER DOORS TO THE PROJECT SITE AND INSTALL IN ORIGINAL OPENINGS.

GENERAL NOTES:

A. FLOOR PLAN GENERAL AND SPECIFIC NOTES APPLY TO SHEET A2.1, A2.2 A2.3 AND A2.4.

B. UTILIZE NEW ITEMS FOR NEW WORK, UNLESS OTHERWISE NOTED.

C. ALL INTERIOR WOOD FRAMED PARTITIONS ARE ASSUMED TO BE LOAD BEARING UNLESS VERIFIED AFTER REMOVAL OF ADJACENT CEILINGS, TO NOT BE LOAD BEARING.

D. PROTECT ALL ADJACENT SURFACES FROM OVERSPRAY OF NEW FINISHES; FLOOR AND/OR WALL/CEILING.

E. FOR PROCEDURES THAT REQUIRE SANDING, UTILIZE VACUUM EQUIPMENT THAT COLLECTS DUST PARTICLES AT THE POINT OF SANDING.

F. SEE MECHANICAL, ELECTRICAL AND PLUMBING DRAWINGS FOR ADDITIONAL INFORMATION.

G. EXTERIOR WATERPROOFING AND FINISHES ARE BY OWNERS SEPARATE CONTRACT EXCEPT FOR THE NEW FINISHES NOTED AT THE STAINED WOOD TRIM AND DOORS IN THE ENTRY ALCOVE.

H. INTERIOR WOOD TRIM INSIDE SECOND FLOOR OFFICE SUITES IS TYPICALLY PAINTED. WOOD TRIM ALONG THE SECOND FLOOR CORRIDOR IS TYPICALLY A TRANSPARENT STAINED FINISH.

I. INTERIOR GLAZED OPENINGS ALONG THE SECOND FLOOR CORRIDOR ARE PAINTED WOOD. WOOD DOORS AND TRIM AT THE SECOND FLOOR CORRIDOR ARE TRANSPARENT STAIN FINISHED WOOD.

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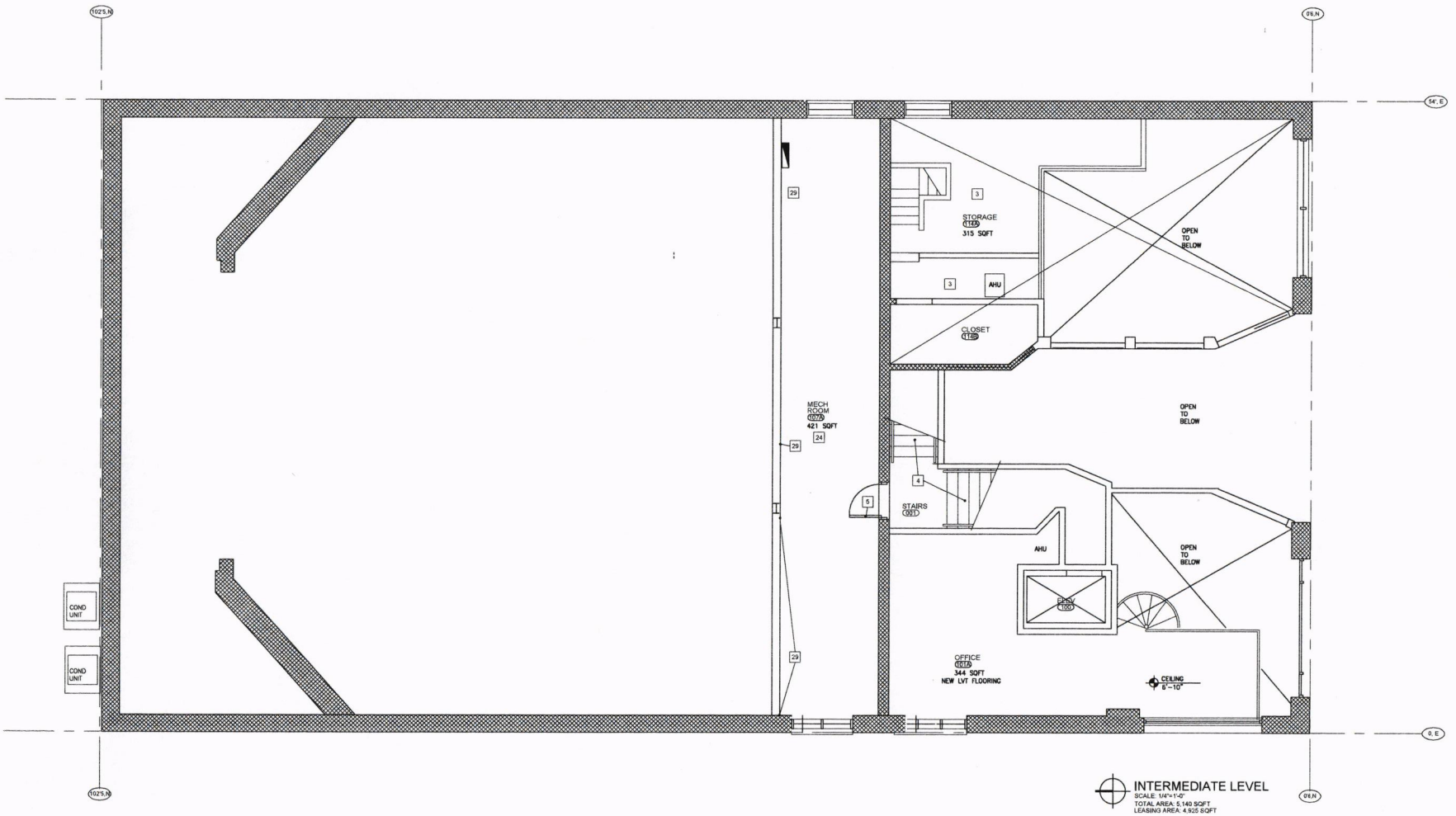
JOB NUMBER: 2204
ISSUE DATE: 05.06.2022
DRAWN BY: CGMR/GC
REVISIONS:

SHEET TITLE: FIRST FLOOR PLAN

SHEET NUMBER: A2.1



INTERMEDIATE LEVEL
SCALE: 1/4"=1'-0"
TOTAL AREA: 5,140 SQFT
LEASING AREA: 4,925 SQFT

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JOB NUMBER:
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ISSUE DATE:
05.06.2022

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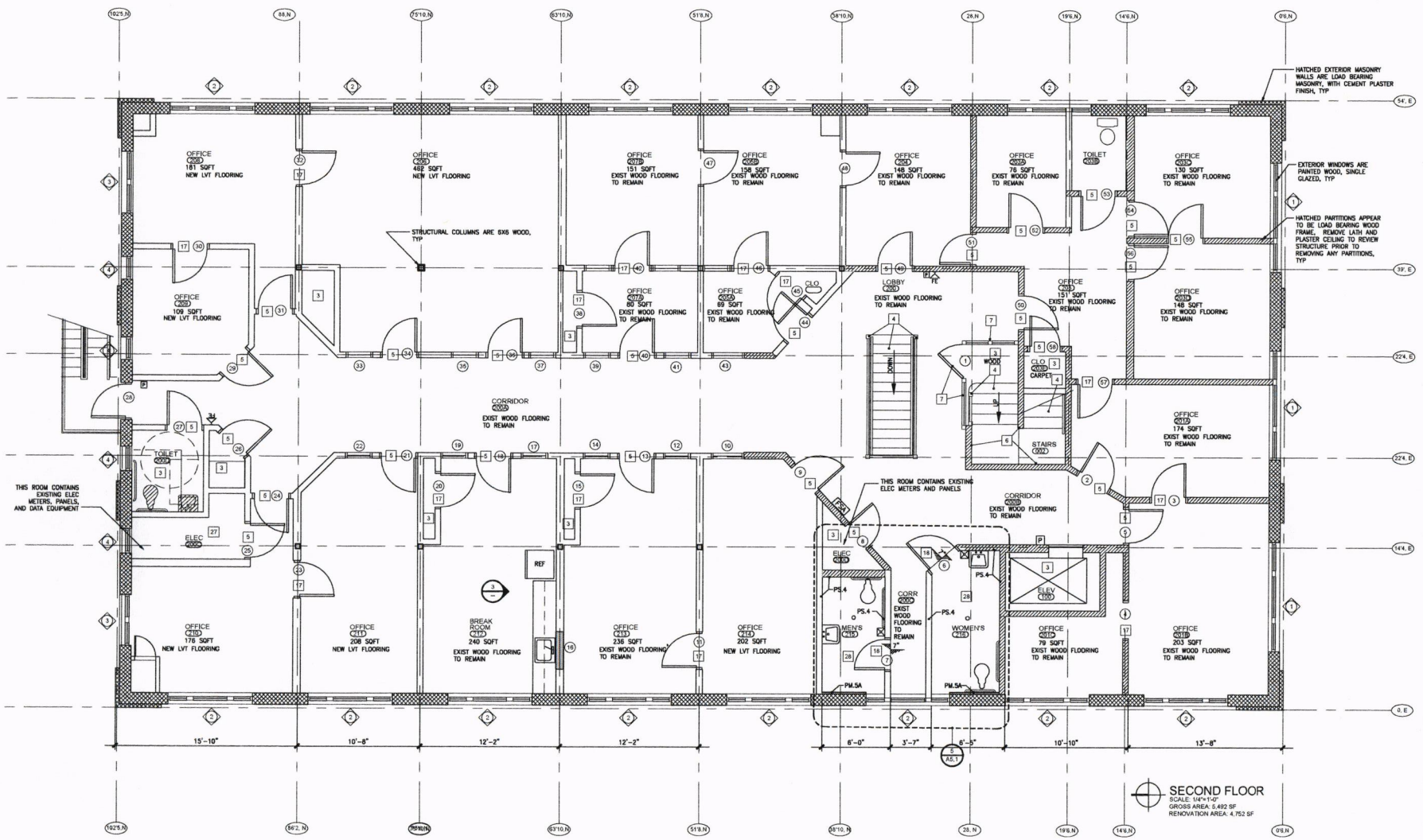
CGMR/GC

REVISIONS:

SHEET TITLE:
INTERMEDIATE LANDING PLAN

SHEET NUMBER
A2.2



SECOND FLOOR
SCALE: 1/4"=1'-0"
GROSS AREA: 5,492 SF
RENOVATION AREA: 4,752 SF

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JOB NUMBER: 2204
ISSUE DATE: 05.06.2022
DRAWN BY: RCS

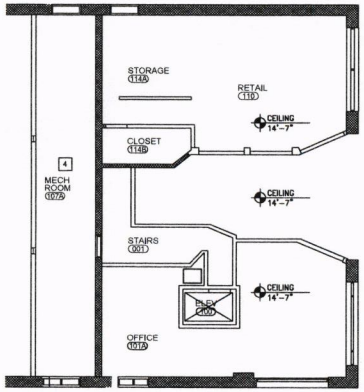
REVISIONS:

SHEET TITLE: SECOND FLOOR PLAN

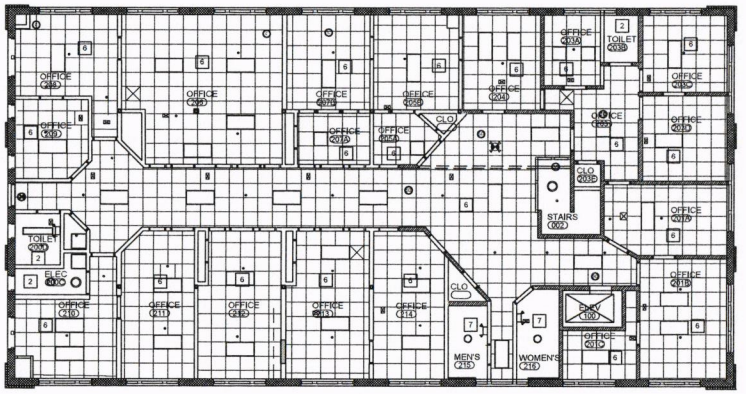
SHEET NUMBER: A2.3

BASEMENT PLAN
SCALE: 1/8"=1'-0"

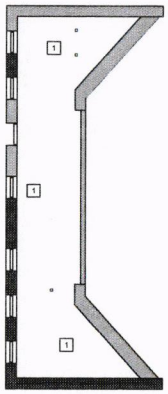
SHEET NUMBER: A2.4	SHEET TITLE: BASEMENT PLAN	REVISIONS	JOB NUMBER: 2204 ISSUE DATE: 05.06.2022 DRAWN BY: KG3	Palace Partner LLC **PALACE RENOVATION** 410 W Main Street, Leesburg, Florida, 34748			SHAUER ARCHITECTURE, AA AR 14001 Kevin Shauer Suite 15 Bay to Bay Blvd. Tampa, Florida 33629 813.839.3323 ks@shauerarchitecture.net



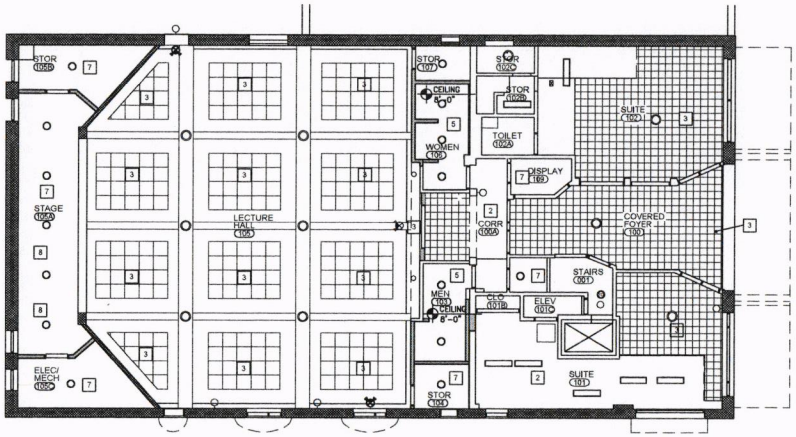
INTERMEDIATE LANDING
REFLECTED CEILING PLAN
SCALE: 1/8"=1'-0"



SECOND FLOOR
SCALE: 1/8"=1'-0"
TOTAL AREA: 5,140 SQFT
LEASING AREA: 4,925 SQFT



BASEMENT
REFLECTED CEILING PLAN
SCALE: 1/8"=1'-0"



FIRST FLOOR
REFLECTED CEILING PLAN
SCALE: 1/8"=1'-0"
TOTAL AREA: 4,641 SQFT
COVER FOYER AREA: 344 SQFT

CEILING PLAN LEGEND

- FLUORESCENT LIGHT FIXTURE, SIZE VARIES, (NEW OR EXISTING) SEE ELECTRICAL DRAWINGS
- MECHANICAL GRILLE, SEE MECHANICAL DRAWINGS (SIZE VARIES)
- EXIT LIGHT, (NEW OR EXISTING) SEE ELECTRICAL DRAWINGS
- RECESSED INCANDESCENT LIGHT FIXTURE, SEE ELECTRICAL DRAWINGS
- HEAT OR SMOKE DETECTOR, SEE ELECTRICAL DRAWINGS (NOT ALL DETECTORS SHOWN ON THE ARCHITECTURAL DRAWINGS)
- WALL-MOUNTED LIGHT FIXTURE, SEE ELECTRICAL DRAWINGS
- EMERGENCY LIGHTING, (NEW OR EXISTING) SEE ELEC DWGS

SPECIFIC NOTES:

1. NO CEILING IN THIS SPACE.
2. EXISTING GYPSUM BOARD OR PLASTER CEILING TO BE RE-PAINTED. GC OPTION TO REMOVE AND REPLACE FIXTURES OR CUT IN AROUND.
3. EXISTING METAL PANEL CEILING TO REMAIN, UON.
4. PAINT ALL EXISTING CONCRETE AND STEEL STRUCTURE ABOVE; MEDIUM GREY.
5. INSTALL NEW 5/8" FIRE RATED GYPSUM BOARD SUSPENDED FROM THE EXISTING STRUCTURE ABOVE.
6. EXISTING SUSPENDED GRID WITH ACOUSTICAL PANEL CEILING, REPLACE WATER STAINED OR DAMAGED PANELS.
7. INSTALL NEW 5/8" FIRE RATED GYPSUM BOARD TO THE BOTTOM OF THE EXISTING STRUCTURE.
8. INSTALL NEW 2X4 FRAMING AT 16" ON CENTER AROUND EXISTING SANITARY LINES TO ALLOW GYPSUM BOARD INSTALLATION BELOW AND AROUND THE PIPING. INSTALL GYPSUM BOARD ABOVE FIRE SPRINKLER PIPING IF POSSIBLE. TURN FIRE SPRINKLER HEAD TO POINT DOWN.

GENERAL NOTES:

A. CEILING PLAN GENERAL AND SPECIFIC NOTES APPLY TO SHEETS A3.1

B. LIGHT FIXTURES, MECHANICAL GRILLES, FIRE SPRINKLER HEADS, CONTROL JOINTS, AND OTHER ITEMS ARE EITHER CENTERED ON THE GRID, OR BETWEEN THE GRID UNLESS OTHERWISE NOTED, OR DIMENSIONED.

C. ITEMS INDICATED ON THE CEILING PLANS ARE FOR DIMENSIONAL LOCATION ONLY. SEE THE MECHANICAL, ELECTRICAL, PLUMBING AND FIRE PROTECTION DRAWINGS FOR ADDITIONAL INFORMATION. NOT ALL ITEMS ARE REPRESENTED IN THE ARCHITECTURAL CEILING PLANS.

D. SEE THE ROOM FINISH SCHEDULE FOR CEILING FINISHES.

E. SHADED WALLS INDICATE IMPACT RESISTANT GYPSUM BOARD.

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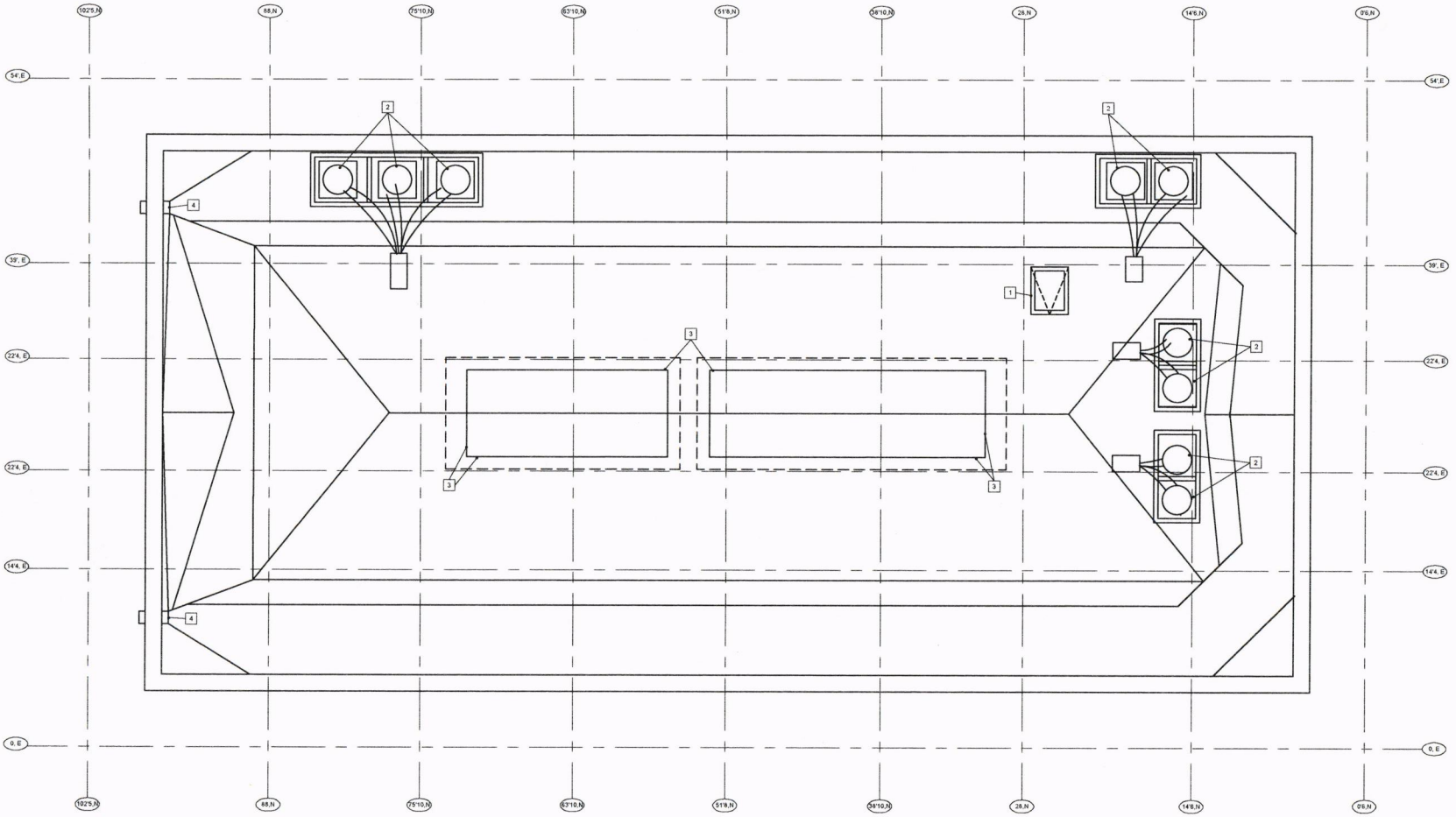
SHEET TITLE: REFLECTED CEILING PLAN

SHEET NUMBER A3.1



SPECIFIC NOTES:

1. EXISTING ROOF HATCH TO REMAIN.
2. EXISTING CONDENSER UNITS. SEE MECHANICAL DRAWINGS FOR REMOVAL OR RE-USE STATUS.
3. REMOVE EXISTING WOOD SIDING FROM ALL SIDES OF THE TWO EXISTING ROOFTOP MECHANICAL SHEDS. INSTALL NEW 5/8" FIBERGLAS FACED GYPSUM SHEATHING, SCREW ATTACHED AT 8" O.C. TO EXISTING WOOD FRAMING. APPLY FIBER MESH JOINT TREATMENT SET IS A FULL BED OF SILICONE SEALANT AT ALL VERTICAL AND HORIZONTAL JOINTS. TREAT EACH SCREW HEAD WITH SILICONE SEALANT. COVER ENTIRE ASSEMBLY WITH 30 MILL OR HEAVIER VERTICAL GRADE PEAL AND STICK UNDERLAYMENT. LAP HORIZONTAL JOINTS 4", LAP VERTICAL JOINTS 12". COVER ENTIRE ASSEMBLY WITH T-11 SIDING WITH PATTERN INSTALLED VERTICALLY. INSTALL 1X4 SCREW ATTACHED CEMENT FIBER TRIM AT TOP AND VERTICAL CORNERS. SCREWS TO BE #10, 2.5" LONG AND 8" O.C., STAGGERED 1.5" AND FASTENED TO EXISTING WOOD FRAMING.
4. EXISTING SCUPPER TO REMAIN.

GENERAL NOTES:

A. FLOOR PLAN GENERAL AND SPECIFIC NOTES APPLY TO SHEET A4.1.
B. OWNER IS CONTRACTING A ROOFING COMPANY DIRECTLY FOR RE-ROOFING. ROOFING BEYOND PATCHING AS REQUIRED FOR NEW ROOF MOUNTED EQUIPMENT IS NOT IN THIS WORK SCOPE.
C. SEE MECHANICAL DRAWINGS FOR NEW AND RE-USED EQUIPMENT.
D. EXISTING STEEL EQUIPMENT RACKS ARE TO REMAIN AND BE RE-USED FOR NEW EQUIPMENT.
E. EXISTING ROOF PENETRATION FLASHING IS TO REMAIN AND BE RE-USED FOR NEW EQUIPMENT LINE SETS AND ELECTRICAL CONNECTIONS.
F. NEW DISCONNECT RACKS ARE TO BE INSTALLED IF INDICATED ON THE ELECTRICAL DRAWINGS.
G. SHED ROOFING TO BE BY OWNER DIRECT PURCHASE.
H. COUNTERFLASHING AT BASE OF ROOFTOP SHEDS IS TO BE BY THE OWNERS ROOFING COMPANY.
I. THE EXISTING CLAY ROOF COPINGS ARE NOT STABLE OR WATER TIGHT IN MANY AREAS. THESE ARE TO BE REMOVED BY THE OWNERS ROOFING CONTRACTOR AND REPLACED WITH NEW ROOF COPING. EXISTING COPING RESTORATION OR REPLACEMENT IS NOT INCLUDED IN THIS WORK SCOPE.

ROOF PLAN
SCALE: 1/4"=1'-0"

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SEAL:

Robert C. Shumeke, R.A.

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JOB NUMBER: 2204
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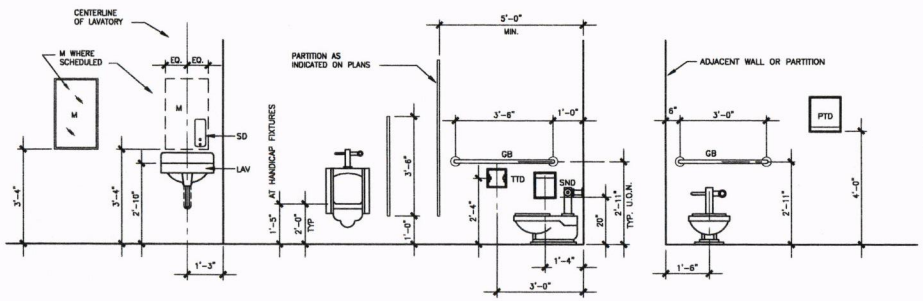
REVISIONS:

SHEET TITLE: ROOF PLAN

SHEET NUMBER A4.1



TYPICAL TOILET ROOM ELEVATIONS
1/2" = 1'-0"

MILLWORK ABBREVIATIONS:

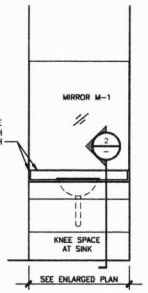
PL-1: PLASTIC LAMINATE;
SS-1: SOLID SURFACE; HANEX – WHITE F1-8016

TOILET ACCESSORY LEGEND

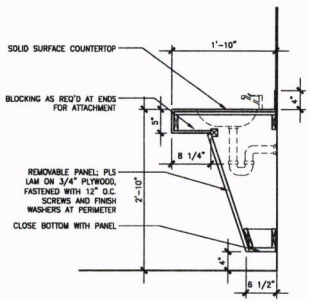
FD	FLOOR DRAIN, SEE PLUMBING DWGS
GB-1	GRAB BAR 42"
GB-2	GRAB BAR 36"
M-1	MIRROR (48" H. X WALL TO WALL)
M-2	MIRROR, 18"W X 36"
M-3	MIRROR, 24X60
RH	ROBE HOOK
MH	MOP HOLDER WITH SHELF
PTD	PAPER TOWEL DISPENSER (BY OWNER)
TPD	TOILET PAPER DISPENSER (BY OWNER)

GENERAL NOTES:

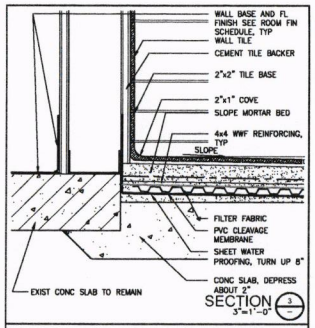
A. EXPOSED MILLWORK FINISH IS PL-1 UNLESS OTHERWISE NOTED.
B. SOLID SURFACE IS SS-1, UNLESS OTHERWISE NOTED.
C. PROVIDE REINFORCEMENT IN WALLS AT GRAB BARS, AND OTHER ACCESSORIES



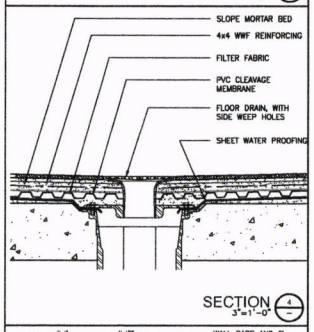
1 ELEVATION
1/2" = 1'-0"



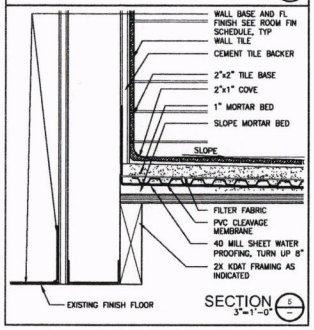
2 SECTION
1" = 1'-0"



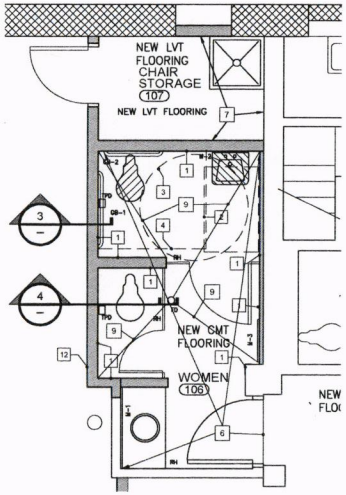
SECTION 3
3"=1'-0"



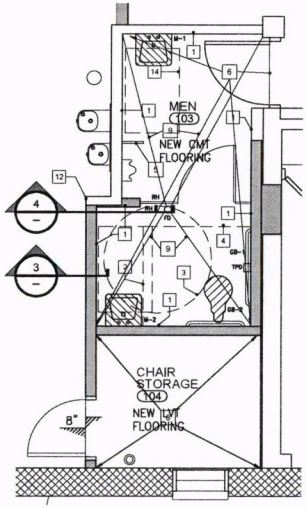
SECTION 4
3"=1'-0"



SECTION 5
3"=1'-0"



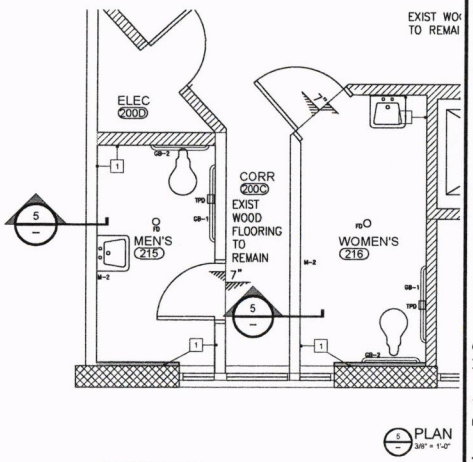
3 PLAN, ROOM 106, 107
3/8" = 1'-0"



4 PLAN, ROOM 103, 104
3/8" = 1'-0"

GENERAL NOTES:

A. APPLY TILE TO ALL FLOOR SURFACES IN RESTROOMS 103 AND 106.
B. APPLY WALL TILE TO ALL VERTICAL WALL SURFACES IN RESTROOMS 103 AND 106.
C. RESTROOM CEILING FRAMING TO BE 16" O.C. 0.03" BASE METAL STUDS, 3.625" WIDE.
D. RESTROOM CEILINGS TO BE HIGH HUMIDITY GYPSUM BOARD WITH SETTING TYPE JOINT COMPOUND FOR ALL FINISH OPERATIONS, LEVEL 4 SMOOTH PAINTED FINISH.
E. CHAIR STORAGE ROOMS 104 AND 107 ARE TO RECEIVE NEW CARPET TILE TO MATCH THE ADJACENT LECTURE HALL.



PLAN
3/8" = 1'-0"

SPECIFIC NOTES:

1. INSTALL ½" THICK SOLID SURFACE MATERIAL EQUAL TO CORIAN, "GLACIER WHITE" ALONG WALL LENGTH FROM FLOOR TO 48" AFF. COPE AROUND WINDOW AND DOOR FRAMES. SEAL PERIMETER.
2. 30" X 48" CLEAR FLOOR SPACE AT LAVATORY
3. 60" WHEELCHAIR TURNING DIAMETER
4. 56" x 60" CLEAR FLOOR SPACE AT TOILET
5. SOLID PLASTIC URINAL SCREEN, 12" DEEP, 12" AFF TO BOTTOM, 60" AFF TO TOP. MOUNT WITH DOUBLE ALUMINUM ANGLES AND STAINLESS STEEL BOLTS IN EXPANSION SHIELDS.
6. THE EXISTING CONCRETE FLOOR SLAB IN THIS AREA IS NOT LEVEL WITH THE FLOOR SLAB AT THE ENTRY LOBBY. SET THE FINISH FLOOR ELEVATION OF THE TOILET ROOM AT THIS DOOR THRESHOLD. INSTALL NEW SLOPED CEMENTITIOUS MORTAR BED, IN THE RESTROOM TO BRING THE FLOOR ELEVATION OF THE RESTROOM TO LEVEL WITH THE ELEVATION AT THIS DOOR.
7. INSTALL NEW CONCRETE FLOOR TOPPING IN THIS ROOM TO FILL THE LOW AREA AT THE SOUTH EAST CORNER TO ALIGN WITH THE ADJACENT SUB-FLOOR CONCRETE ELEVATION.
8. INSTALL NEW ⅜" PLYWOOD SUB-FLOORING OVER THE EXISTING FLOOR IN THIS SPACE. PREP AS REQUIRED TO RECEIVE LVT FLOORING.
9. SLOPE MORTAR BED 1" FROM WALL TO DRAIN.

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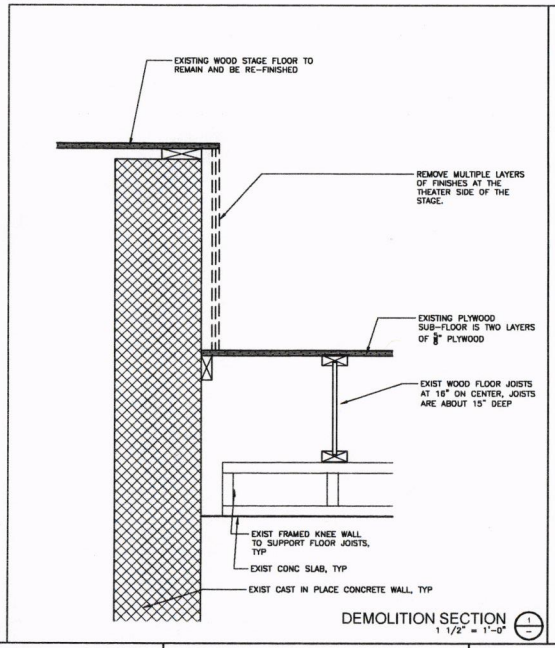
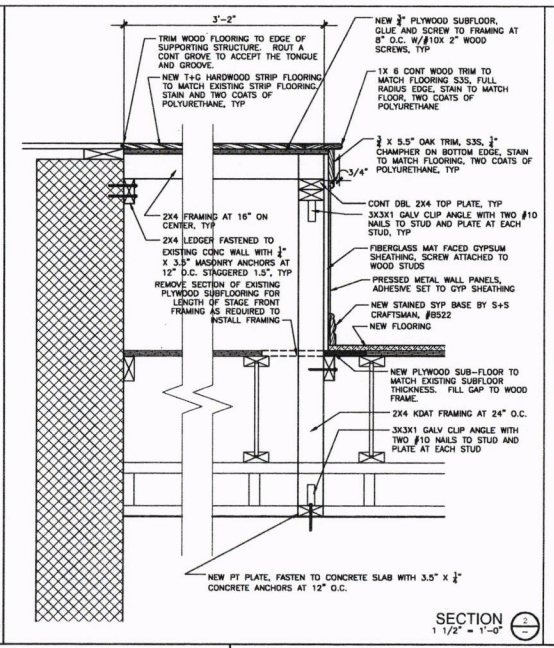
REVISIONS:

SHEET TITLE: INTERIOR ELEVATIONS & MILLWORK

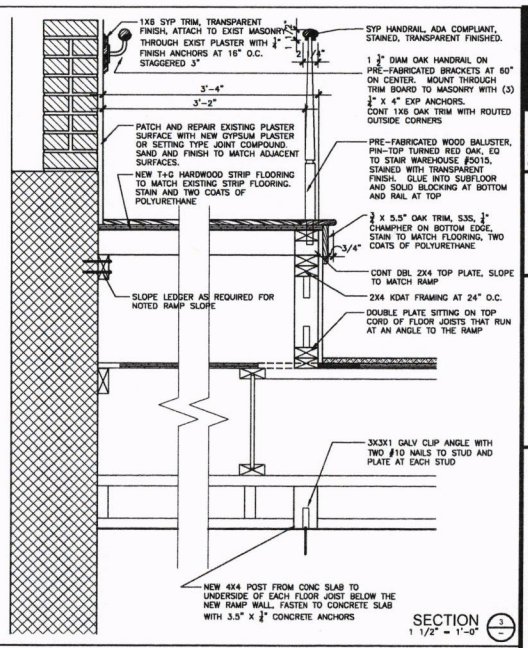
SHEET NUMBER
A5.1



DEMOLITION SECTION 1
1 1/2" = 1'-0"



SECTION 2
1 1/2" = 1'-0"



SECTION 3
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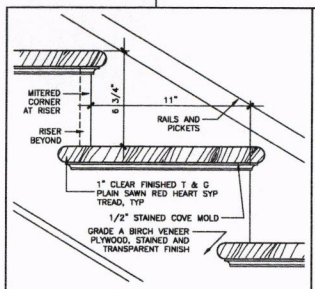
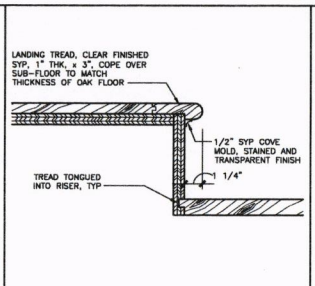
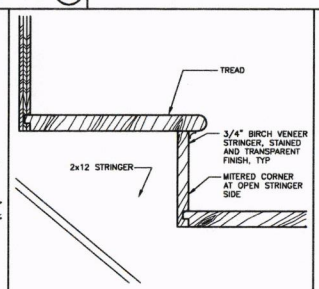


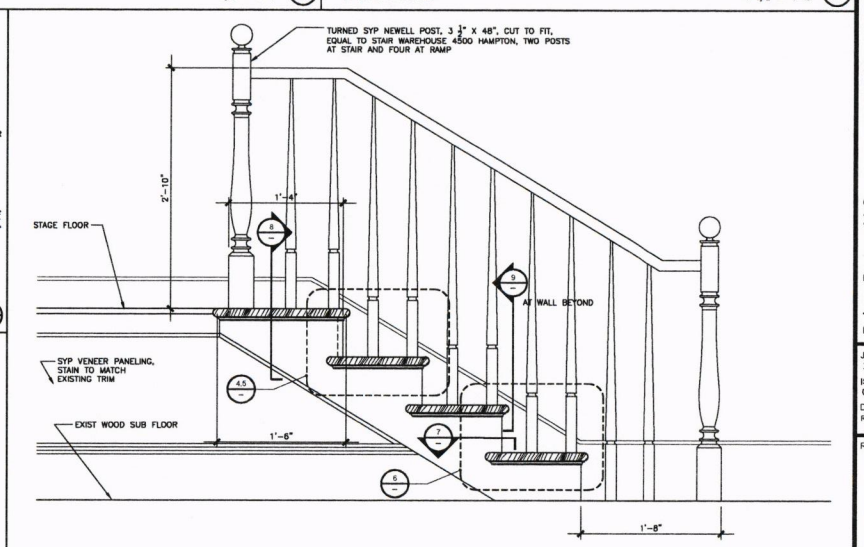
ELEVATION 4
3"=1'-0"



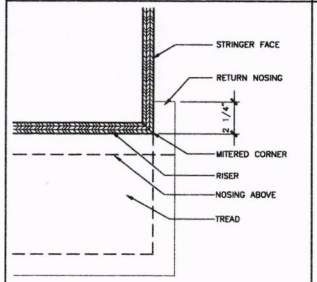
SECTION 5
3"=1'-0"



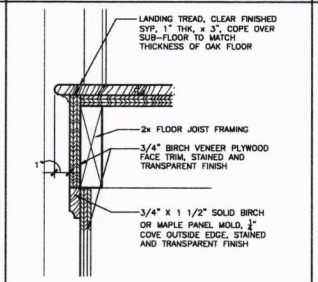
SECTION 6
3"=1'-0"



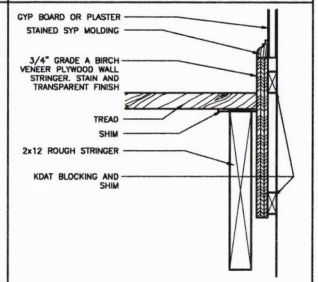
SECTION 10
1 1/2" = 1'-0"



PLAN 7
3"=1'-0"



SECTION 8
3"=1'-0"



SECTION 9
3"=1'-0"

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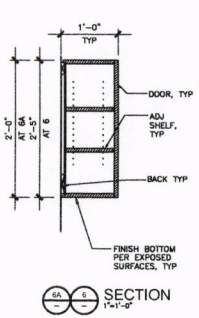
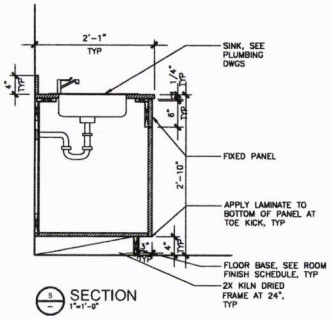
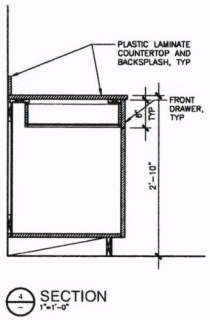
SHEET NUMBER A6.1



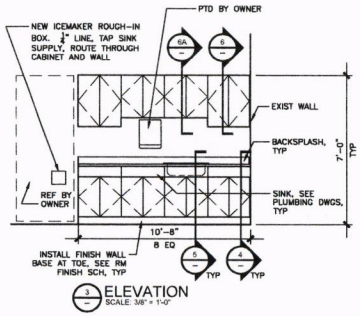
6A / — 6 / — SECTION
1"=1'-0"



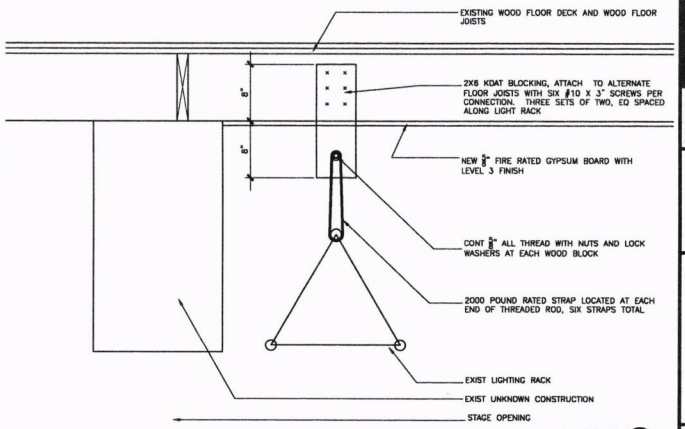
5 / — SECTION
1"=1'-0"



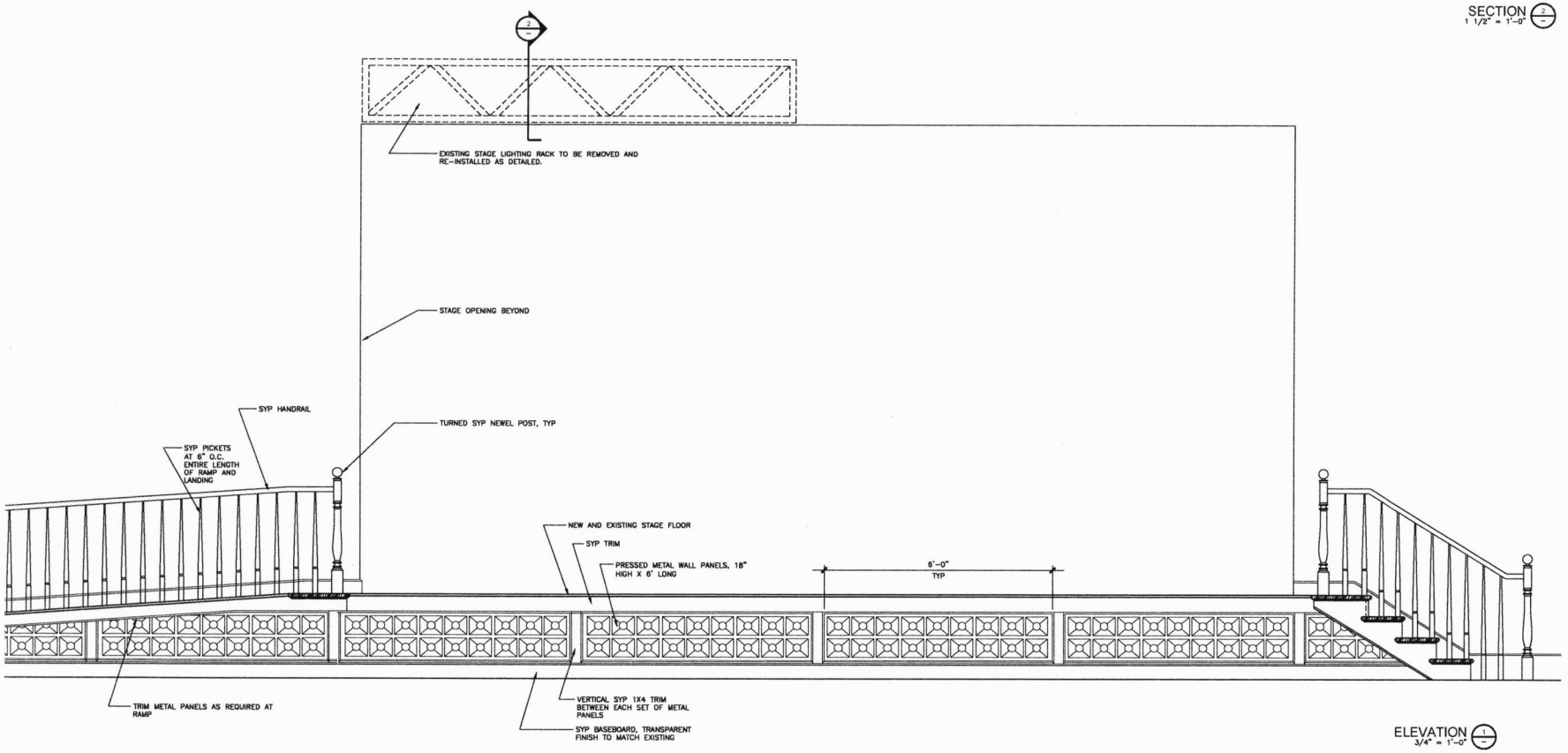
4 / — SECTION
1"=1'-0"



3 / — ELEVATION
SCALE: 3/8" = 1'-0"



SECTION 2 / —
1 1/2" = 1'-0"



ELEVATION 1 / —
3/4" = 1'-0"

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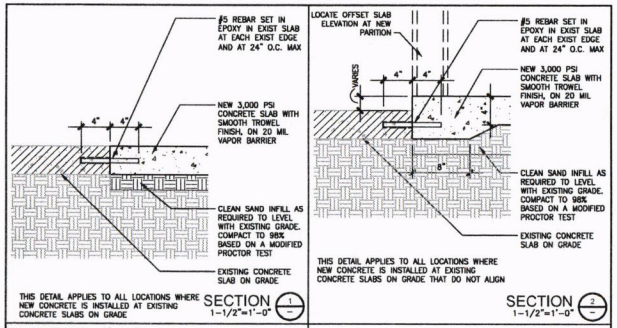

PARTITION SCHEDULE GENERAL NOTES

A. SEE FLOOR PLANS FOR LOCATION OF PARTITION TYPES.

B. INTERIOR PARTITIONS ARE TYPE PS.1 UNLESS OTHERWISE NOTED.

C. PARTITION TYPES SHOWN ADJACENT TO HM FRAMES (GLAZING/DOORS) OR ALUMINUM FRAMES, OR WINDOWS INDICATE PARTITION OR WALL CONSTRUCTION TYPE ABOVE FRAME AND BELOW FRAME UNLESS OTHERWISE NOTED.

D. PARTITIONS SHALL EXTEND 4" MINIMUM ABOVE THE HIGHEST ADJACENT CEILING OR SOFFIT, UNLESS OTHERWISE NOTED. BRACE TOP OF PARTITION AS SPECIFIED AND AS REQUIRED BY THE STUD MANUFACTURE. AT LOCATIONS WHERE AN ADJACENT CEILING OR SOFFIT DOES NOT EXIST, EXTEND WALL OR PARTITION TO THE DECK ABOVE.

E. AT PARTITIONS, WHICH ARE NOT FIRE RATED, ALL PENETRATIONS AND PERIMETERS SHALL BE SEALED AIR TIGHT WITH ACOUSTICAL SEALANT.

F. AT PARTITIONS SCHEDULED TO RECEIVE TILE FINISH, SUBSTITUTE CEMENT BOARD TILE BACKER FOR GYPSUM BOARD.

G. AT FIRE RATED WALLS OR PARTITIONS, ALL PENETRATIONS SHALL BE SEALED WITH A UL OR FM TESTED AND APPROVED PROPRIETARY SYSTEM CAPABLE OF MAINTAINING THE FIRE RESISTANCE OF THE FIRE BARRIER.

PARTITION SCHEDULE SPECIFIC NOTES

[1] EXTEND WALL OR PARTITION INCLUDING GYPSUM BOARD TO UNDERSIDE OF FLOOR OR ROOF DECK, OR COPING AS APPLICABLE, TO ACHIEVE COMPLETE CLOSURE.

[2] MINERAL WOOL BLANKET INSULATION, 3" DEEP IN EACH STUD CAVITY.

[3] EXTEND PARTITION INCLUDING GYPSUM BOARD TO UNDERSIDE OF RATED HORIZONTAL ASSEMBLY ABOVE, TO ACHIEVE COMPLETE CLOSURE. IF WALL IS IN ALIGNMENT WITH STEEL, CONCRETE OR MASONRY BEAM, TERMINATE STUD FRAMING TO BOTTOM OF BEAM WITH A SLIP TRACK.

[4] MASONRY WALL RATING IS ACHIEVED UTILIZING THE MASONRY THICKNESS PER FBC TABLE 722.3.2. FIRE RATED BLOCK IS NOT REQUIRED.

1.1 ONE HOUR WALL THROUGH-PENETRATION FIRESTOP SYSTEM SCHEDULE

Where UL-classified systems are indicated, they refer to alpha-alpha-numeric designations listed in UL's "Fire Resistance Directory" under product Category XHEZ.

A. Firestop Systems with No Penetrating Items:
   1. Masonry construction available UL-Classified Systems: W-J-0001-0999
   2. Gypsum construction available UL-Classified Systems: W-L-0001-0999
B. Firestop Systems for Metallic Pipes, Conduit, or Tubing:
   1. Masonry construction available UL-Classified Systems: W-J-1001-1999
   2. Gypsum construction available UL-Classified Systems: W-L-1001-1999
D. Firestop Systems for Nonmetallic Pipe, Conduit, or Tubing:
   1. Masonry construction available UL-Classified Systems: W-J-2001-2999
   2. Gypsum construction available UL-Classified Systems: W-L-2001-2999
E. Firestop Systems for Electrical Cables:
   1. Masonry construction available UL-Classified Systems: W-J-3001-3999
   2. Gypsum construction available UL-Classified Systems: W-L-3001-3999
F. Firestop Systems for Cable Trays:
   1. Masonry construction available UL-Classified Systems: W-J-4001-4999
   2. Gypsum construction available UL-Classified Systems: W-L-4001-4999
G. Firestop Systems for Insulated Pipes:
   1. Masonry construction available UL-Classified Systems: W-J-5001-5999
   2. Gypsum construction available UL-Classified Systems: W-L-5001-5999
H. Firestop Systems for Miscellaneous Electrical Penetrants:
   1. Masonry construction available UL-Classified Systems: W-J-6001-6999.
   2. Gypsum construction available UL-Classified Systems: W-L-6001-6999
I. Firestop Systems for Miscellaneous Mechanical Penetrants:
   1. Masonry construction available UL-Classified Systems: W-J-7001-7999
   2. Gypsum construction available UL-Classified Systems: W-L-7001-7999
J. Firestop Systems for Groupings of Penetrants:
   1. Masonry construction available UL-Classified Systems: W-J-8001-8999
   2. Gypsum construction available UL-Classified Systems: W-L-8001-8999

1.2 AT ½ HOUR FIRE RATED ASSEMBLIES, SMOKE BARRIERS AND SMOKE PARTITIONS, SEAL PENETRATIONS PER FBC 714.3

CONTRACTOR TO MAINTAIN COPIES OF UL PENETRATION ASSEMBLIES AT THE PROJECT SITE FOR BUILDING INSPECTOR REVIEW.

PARTITION SCHEDULE

TYPE	FIRE RATING	LAB DESIGN NUMBER	REMARKS	DETAIL
PS.1				
PS.1/F1	1 HR	U419	[2] [3]	3 5/8" X 0.3" BASE METAL STUDS AT 16" OC; 5/8" MOISTURE RESISTANT GYPSUM BOARD, FIRE RATED WHERE INDICATED; INSULATION WHERE SCHEDULED
PS.1A			[1]	
PS.2			[1] [2]	6"X 0.03" BASE METAL FRAMING AT 16" O.C.; 5/8" MOISTURE RESISTANT GYPSUM BOARD; 3" THICK MINERAL WOOL INSULATION
PS.3			[1]	3 5/8" X .03" BASE METAL FRAMING AT 16" O.C.; 5/8" MOISTURE RESISTANT GYPSUM BOARD; 3" THICK MINERAL WALL INSULATION
PS.4				EXISTING WOOD FRAMING; 5/8" MOISTURE RESISTANT GYPSUM BOARD ON BATHROOM SIDE; EXISTING PLASTER OR GYP BD ON CORRIDOR SIDE TO REMAIN; 3" MINERAL WOOL INSULATION
PS.5				
PS.5A				3 5/8" X 0.03" BASE METAL STUDS AT 16" OC (AT PS.5A); 7/8" X 0.03" BASE METAL FURRING AT 16" OC (AT PS.5A); 5/8" MOISTURE RESISTANT GYPSUM BOARD, FIRE RATED WHERE INDICATED; EXISTING MULTI-WYTH MASONRY WALL WITH OR WITHOUT FINISHES
PS.6				EXISTING WOOD FRAMING; 5/8" MOISTURE RESISTANT GYPSUM BOARD; EXISTING PLASTER OR GYP BD TO REMAIN
PM.1				
PM.1/F1	[4]			EXISTING MULTI-WYTH MASONRY WALL WITH OR WITHOUT FINISHES

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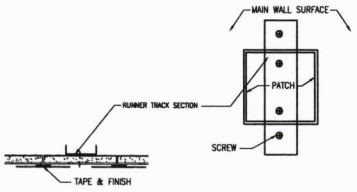
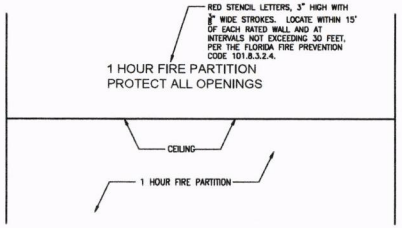
SHEET TITLE: PARTITION TYPES

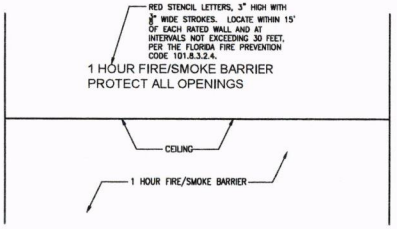
SHEET NUMBER A7.1



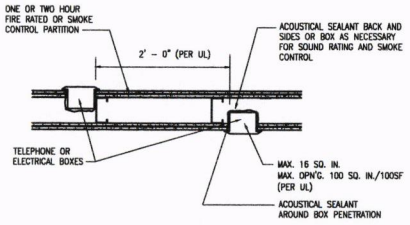
SECTION
FLUSH PATCH - SMALL



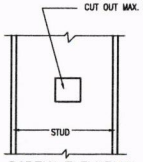
ABOVE CEILING FIRE PARTITION SIGNS
PROVIDE AT ALL PARTITIONS INDICATED TO BE
FIRE/SMOKE BARRIERS



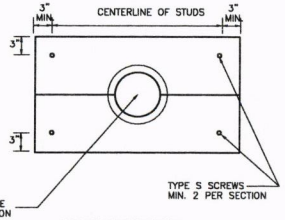
ABOVE CEILING FIRE/SMOKE BARRIER SIGNS
PROVIDE AT ALL PARTITIONS INDICATED TO BE
FIRE/SMOKE BARRIERS



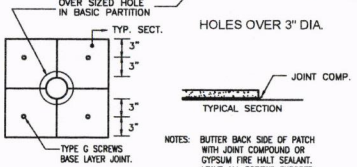
RATED PARTITION - ADJACENT ELECTRICAL BOXES



PARTIAL ELEVATION

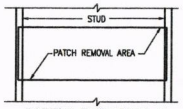


HOLES OVER 3" DIA.

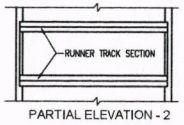


HOLES UP TO 3" DIA.

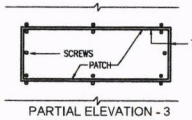
BLOW-OUT PATCH AT PENETRATIONS



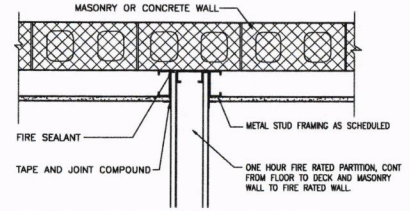
PARTIAL ELEVATION - 1



PARTIAL ELEVATION - 2



PARTIAL ELEVATION - 3
FLUSH PATCH - LARGE

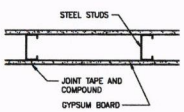


RATED PARTITION INTERSECTION AT MASONRY

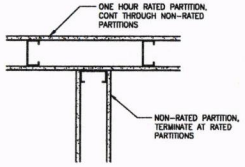
WALLBOARD PROTECTION ON EACH SIDE OF WALL

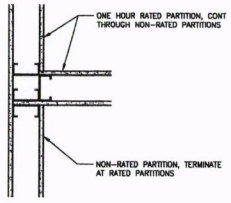
RATING	MIN. STUD DEPTH	NO. OF LAYERS AND THICKNESS
1	3-1/2	1 LAYER, 5/8 IN. THICK
1	1-5/8	1 LAYER, 3/4 IN. THICK
2	1-5/8	2 LAYERS, 5/8 IN. THICK

DESIGN NO. UL-U419



RATED PARTITION OR WALL PRIORITY LEGEND





ONE HOUR TO NON-RATED

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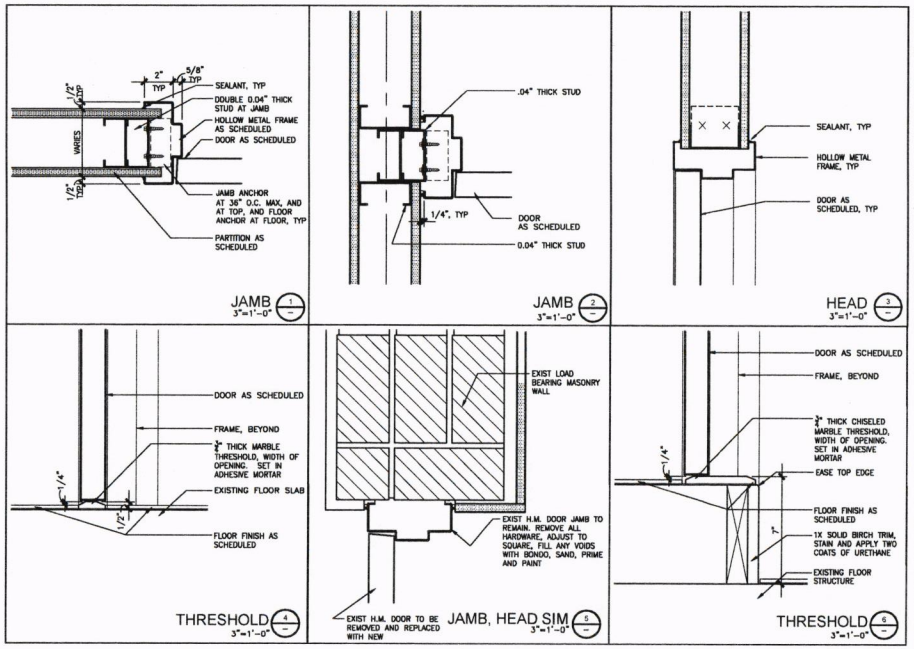
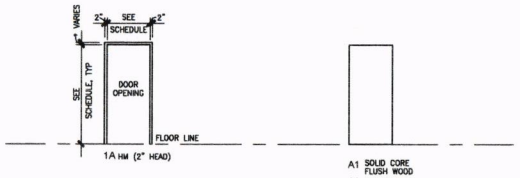
JOB NUMBER: 2204
ISSUE DATE: 05.06.2022
DRAWN BY: RCS

REVISIONS:

SHEET TITLE: PARTITION DETAILS

SHEET NUMBER A7.2





FRAME TYPES
SCALE: 1/4" = 1'-0"

DOOR TYPES
SCALE: 1/4" = 1'-0"

GENERAL NOTES

A. ALL FRAMES ARE YKK MODEL YES 45 FT WITH SEALANT GLAZING AND APPLIED MUNTINS

B. DIMENSIONS ARE TO THE NOMINAL MASONRY ROUGH OPENING. REFERENCE KEYED DETAILS FOR PERIMETER BLOCKING DIMENSIONS. NOTE THAT JAMB BLOCKING DEPTHS VARY WITH WALL FINISH REQUIREMENTS.

OPENING SCHEDULE - FIRST FLOOR (SEE SHEET A8.1 FOR REFERENCED DETAILS UON)

FRAME NO.	ROOM NO.	FRAME TYPE	MAT'L	DOOR SIZE	DOOR TYPE	UNDER CUT	HEAD	JAMB	SILL	THR	CLOSER	DOOR LABEL	REMARKS
1-13	VARIES	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	
14	105	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	--	--	EXISTING EXT DOOR
15-25	VARIES	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	
26	106	EXIST	EXIST	3'-0"	EXIST	1/2"	EXIST	EXIST	EXIST	4	YES	--	RE-USE EXISTING DOOR+ FRAME
27	105	1A	HM	3'-0"	A1	--	3	1	--	--	YES	20 MIN	PAIR
28	108	EXIST	EXIST	2'-8"	EXIST	EXIST	EXIST	EXIST	--	EXIST		--	EXISTING WOOD DOOR TO STORAGE
29-31	101C	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	
32	103	EXIST	EXIST	3'-0"	EXIST	1/2"	EXIST	EXIST	EXIST	4	YES	--	RE-USE EXISTING DOOR+ FRAME
33	104	1A	HM	2'-8"	A1	--	3	1	--	4	NO	20 MIN	STORAGE ROOM
34	107	1A	HM	2'-8"	A1	--	3	1	--	4	NO	20 MIN	STORAGE ROOM
35	105B	1A	HM	3'-0"	A1	1/2"	3	1	--	--	NO	--	BACKSTAGE STORAGE ROOM
36	105C	1A	HM	3'-0"	A1	1/2"	3	1	--	--	NO	--	BACKSTAGE STORAGE ROOM

OPENING SCHEDULE - SECOND FLOOR (SEE SHEET A8.1 FOR REFERENCED DETAILS UON)

NO.	ROOM NO.	FRAME TYPE	MAT'L	DOOR SIZE	DOOR TYPE	UNDER CUT	HEAD	JAMB	SILL	THR	CLOSER	DOOR LABEL	REMARKS
1-5	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	--
6	216	EXIST	EXIST	3'-0"	EXIST	EXIST	EXIST	EXIST	--	EXIST	YES	--	EXIST WOOD DOOR-WOMEN'S TOILET ROOM
7	215	EXIST	EXIST	3-0"	EXIST	EXIST	EXIST	EXIST	EXIST	--	YES	--	EXIST WOOD DOOR-MEN'S TOILET ROOM
8-27	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	--
28	200A	1A	HM	3'-0"	A2	--	5	5	--	EXIST	YES	--	EXIT DOOR TO EGRESS STAIR
29-31	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	--

DOOR SCHEDULE GENERAL NOTES:

A.	EXTERIOR HOLLOW METAL DOORS AND FRAMES ARE GALVANIZED.
B.	INTERIOR DOOR FRAMES AT JANITOR'S CLOSETS AND BATHROOMS ARE TO BE GALVANIZED.
C.	ELECTRIC PANIC HARDWARE EXIT DEVICE. ALWAYS EXITS WITHOUT RESTRICTION. NOT A DELAYED EGRESS LOCK. LOCK SET TO FAIL SAFE IN EVENT OF POWER OUTAGE.
D.	DOORS INDICATED WITH EXIT SIGNS ARE TO HAVE PANIC HARDWARE.

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REVISIONS:

SHEET TITLE: DOOR & FRAME TYPES, DETAILS, AND OPENING SCHEDULES

SHEET NUMBER A8.1

M:\PROJECTS\220320 BEACON COLLEGE PALACE\DRAWINGS\220320 MECHANICAL NON PLAN SHEETS.DWG | Mike | May 05 2022 - 4:01pm

HVAC GENERAL NOTES

1. THE FOLLOWING HVAC GENERAL NOTES APPLY TO GENERAL CONDITIONS OF HEATING, VENTILATING, AND AIR CONDITIONING (HVAC) WORK REQUIRED FOR THIS PROJECT

2. NO EXCLUSIONS FROM OR LIMITATIONS IN THE LANGUAGE USED IN THE CONTRACT DOCUMENTS SHALL BE INTERPRETED AS MEANING THAT THE EQUIPMENT, APPURTENANCES, AND/OR ACCESSORIES NECESSARY FOR A COMPLETE AND OPERATIONAL SYSTEM ARE NOT TO BE PROVIDED AS REQUIRED. THE SEPARATE DIVISIONAL CONTRACT DOCUMENTS DO NOT RELIEVE THE CONTRACTOR FROM THE RESPONSIBILITY TO PROVIDE THE WORK WHICH IS INDICATED ON ANY OF THE DIVISIONAL CONTRACT DOCUMENTS. REVIEW AND COORDINATE THE SCOPE OF WORK WITH ALL DOCUMENTS AND TRADES TO ASSURE A COMPLETE AND FUNCTIONAL SYSTEM IS BID AND INSTALLED.

3. OBTAIN AND PAY FOR ALL PERMITS, FEES, AND INSPECTIONS REQUIRED TO COMMENCE AND COMPLETE HVAC WORK.

4. SUBMIT FULL SUBMITTALS OF ALL HVAC EQUIPMENT AND MATERIALS TO THE ENGINEER FOR REVIEW, WHETHER IT IS EXACTLY AS SPECIFIED OR NOT. WHERE ALTERNATE MANUFACTURERS ARE LISTED IN THE BOOK SPECIFICATIONS, ONE OF THOSE MANUFACTURERS SHALL BE PROVIDED UNLESS A REQUEST FOR SUBSTITUTION HAS BEEN SUBMITTED PRIOR TO BID AND THE MANUFACTURER SUBSEQUENTLY IS LISTED AS AN ACCEPTABLE MANUFACTURER IN AN ADDENDUM. FOR ALL EQUIPMENT WHICH HAS BEEN SCHEDULED DIRECTLY ON THE DESIGN DRAWINGS, PROVIDE WITHIN THE SUBMITTAL A PERFORMANCE SCHEDULE FOR THE PROPOSED EQUIPMENT IN THE SAME FORMAT AS INCLUDED ON THE DRAWINGS. FAILURE TO PROVIDE REQUIRED PERFORMANCE SCHEDULE WILL RESULT IN REJECTION OF THE ENTIRE SUBMITTAL.

5. BIND COMPLETE SUBMITTALS IN A THREE RING BINDER(S) WITH A TITLE SHEET AND IDENTIFICATION ON FRONT AND SIDE OF THE BINDER. CONTACT ENGINEER FOR PRIOR APPROVAL TO SUBMIT PDF EMAILED SUBMITTALS. SUBMIT ALL HVAC PRODUCTS SUBMITTALS ALL AT ONE TIME. PARTIAL SUBMITTALS WILL NOT BE ACCEPTED FOR REVIEW AND APPROVAL. INDEX ALL ITEMS AS APPLICABLE. SUBMITTALS THAT DEVIATE FROM THE REQUIREMENTS OF THE CONTRACT DOCUMENTS SHALL LIST ALL DIFFERENCES IN A COVER LETTER ATTACHED TO FRONT OF THE SUBMITTAL. ANY UNLISTED DEVIATIONS FOUND DURING REVIEW WILL RESULT IN THE REJECTION OF THE ENTIRE SUBMITTAL. FOR ITEMS REVIEWED AND MARKED "REJECTED" OR "REVISE AND RESUBMIT", ONLY ONE ADDITIONAL RE-SUBMITTAL WILL BE REVIEWED TO VERIFY PRODUCT COMPLIANCE WITH THE CONTRACT DOCUMENTS. SHOULD FURTHER SUBMITTALS BE REQUIRED BY THE ENGINEER TO VERIFY THE SUBMITTAL WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS, THE HOURLY RATE OF $150.00 WILL BE BILLED TO THE CONTRACTOR FOR THE ENGINEER'S TIME SPENT ON THE REVIEW.

6. THE CONTRACT DOCUMENTS AND SUBMITTALS OF ALL TRADES SHALL BE COORDINATED AND BE VIEWED IN CONNECTION AND CONJUNCTION WITH EACH OTHER TO INSURE THE PROPER LOCATION AND INSTALLATION OF ALL DEVICES AND EQUIPMENT. MAKE PARTICULAR NOTE OF LOCATIONS AND DIMENSIONS SHOWN ON THE ARCHITECTURAL FLOOR PLANS AND ELEVATIONS.

7. HVAC DRAWINGS INDICATE THE SCHEMATIC LAYOUT AND LOCATION OF THE HVAC SYSTEM COMPONENTS. UNLESS SPECIFIC DIMENSIONS ARE NOTED, THE ACTUAL LOCATION OF THESE COMPONENTS SHALL BE DETERMINED IN THE FIELD BY THE CONTRACTOR IN COORDINATION WITH THE WORK OF OTHER TRADES, THE USE OF MANUFACTURER'S SUBMITTALS, AND SIMILAR CERTIFIED DATA.

8. CONDUCT A THOROUGH SITE VISIT INSPECTION PRIOR TO BID TO EXAMINE EXISTING CONDITIONS.

9. THE DIMENSIONS AND CONDITIONS SHOWN ON THE HVAC DESIGN DRAWINGS ARE BASED ON AVAILABLE EXISTING INFORMATION. AFTER WALLS AND/OR CEILINGS ARE REMOVED, VERIFY EXISTING CONDITIONS AND DIMENSIONS PRIOR TO INSTALLATION TO ESTABLISH HVAC EQUIPMENT CLEARANCES. NOTIFY THE ENGINEER OF ANY DIMENSIONAL DISCREPANCIES.

10. NOTIFY THE ENGINEER OF ANY DAMAGE TO THE EXISTING INSTALLATION BEFORE PROCEEDING WITH THE WORK.

11. PROVIDE DROP CLOTHS, RUBBER MATS, AND/OR PLYWOOD COVERS OVER EXISTING INSTALLATIONS VULNERABLE TO DAMAGE DURING CONSTRUCTION. ALL DAMAGES CAUSED BY BE REIMBURSED TO OWNER.

12. THE SCHEDULING OF ALL WORK AND SHUTDOWNS OF ALL EXISTING SERVICES SHALL BE COORDINATED WITH THE OWNER TO THEIR SATISFACTION. THE OWNER RESERVES THE RIGHT TO DENY THE USE OF ANY TOOLS DUE TO NOISE.

13. DURING THE DEMOLITION PHASE(S), REMOVE ALL EXISTING HVAC SYSTEMS NO LONGER REQUIRED, INCLUDING BUT NOT LIMITED TO, DUCTWORK, PIPING, DUCT AND PIPING HANGERS, EXISTING UNUSED OR CAPPED DUCTWORK/PIPING, ETC. FOR ALL MISCELLANEOUS EXISTING DUCTWORK AND PIPING THAT MAY BE REQUIRED TO BE REMOVED BUT IS STILL CONNECTED TO A MAIN, REMOVE THE ENTIRE RUNOUT AND CAP AT MAIN TO MATCH EXISTING CONDITIONS. OWNER HAS FIRST RIGHT TO ALL EQUIPMENT BEING REMOVED REGARDLESS IF IT IS DESIGNATED ON THESE DRAWINGS TO BE DISPOSED.

14. CONTRACTOR IS RESPONSIBLE TO REPAIR ALL HOLES IN RATED WALLS AS A RESULT OF REMOVAL OF DUCTWORK/PIPING/ETC. TO THE ENGINEER'S SATISFACTION.

15. EXISTING DUCTWORK/PIPING THAT ARE TO REMAIN MAY CONFLICT WITH NEW RATED WALLS. PROVIDE UL PENETRATIONS AND/OR FIRE DAMPERS AT THESE LOCATIONS OR OFFSET DUCTWORK/PIPING AS REQUIRED WEATHER IT IS SPECIFICALLY SHOWN ON THESE DRAWINGS OR NOT.

16. ROOFING WORK SHALL MATCH EXISTING AND WORK SHALL BE PERFORMED BY AN AUTHORIZED ROOFING CONTRACTOR. ON BONDED ROOFS, ALL ROOFING WORK REQUIRED FOR THE INSTALLATION OF NEW EQUIPMENT SHALL BE RECERTIFIED BY COMPANY HOLDING THE BOND ON THE ROOF. THE ROOFING REVIEW THE OWNER(S) AND BONDING COMPANY(S) POLICIES, ROOF BONDING (WHEN APPLICABLE), ETC. BEFORE ANY ROOFING WORK IS COMPLETED, REMOVE ALL EXISTING ROOF EQUIPMENT SUPPORTS DOWN TO THE STRUCTURE THAT WILL NOT BE USED ON THE NEW INSTALLATION.

17. ALL HVAC EQUIPMENT INSTALLED OUTDOORS SHALL BE SECURED TO ITS CURB AS DETAILED BY THE STRUCTURAL ENGINEER FOR THE REQUIRED WIND LOAD DESIGN.

18. ALL EXTERIOR EXPOSED MATERIALS SHALL BE CONSTRUCTED OF NON-FERROUS MATERIALS AND BE PAINTED WITH TWO COATS OF RUST INHIBITOR PAINT.

19. INSTALL AND TEST ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS AND RECOMMENDATIONS. MAINTAIN ADEQUATE SERVICE SPACE AS REQUIRED. SERVICE SPACE SHALL BE CLEAR OF DUCTS, PIPES, CONDUITS, WALL STUDS, CEILING HANGERS, AND ANY OTHER CONSTRUCTION APPURTENANCE.

20. COORDINATE AND PROVIDE ALL CEILING/FLOOR/WALL ACCESS PANELS THAT MAY BE REQUIRED FOR THE INSTALLATION, INSPECTION, AND SERVICE OF HVAC EQUIPMENT WHETHER OR NOT IT IS SHOWN. ACCESS PANELS TO BE SELECTED BY THE ARCHITECT.

21. ALL HVAC EQUIPMENT SHALL BE LABELED WITH ENGRAVED, LAMINATED, PLASTIC SIGNS. SIGNS SHALL BE 1/8" THICK AND A MINIMUM OF 1-3/4" HIGH WITH 1" HIGH LETTERS. LENGTH OF THE SIGN SHALL BE THE SUM OF THE LETTERS/NUMBERS PLUS 3/4" ON EACH END. EXTERIOR SIGNS SHALL BE UV RATED, DESIGNATED AND MANUFACTURED TO BE EXPOSED TO THE ELEMENTS.

22. ALL WALL MOUNTED THERMOSTATS AND SIMILAR SENSORS SHALL BE INSTALLED AT A MAXIMUM ELEVATION OF 4'-0" ABOVE FINISHED FLOOR TO THE TOP OF THE DEVICE, UNLESS OTHERWISE NOTED ON DRAWINGS. LOCATION OF THE SENSORS SHALL BE COORDINATED WITH THE OTHER TRADES FOR A NEAT APPEARANCE. FINAL LOCATION OF THE SENSORS SHALL BE SUBJECT TO THE APPROVAL OF THE ENGINEER. WHEN INSTALLED ON EXTERIOR WALLS, PROVIDE AN INSULATED SUB-BASE.

23. RETAIN THE SERVICES OF A NEBB AND/OR AABC CERTIFIED TEST AND BALANCE AGENCY TO PERFORM FINAL TESTING AND BALANCING OF ALL HVAC SYSTEMS. RECORD ALL DATA ON STANDARD "AABC" OR OTHER APPROVED FORMS, AND SUBMIT TO THE ENGINEER FOR REVIEW.

24. AT PROJECT COMPLETION, THE PROVIDE A MINIMUM OF 16 HOURS OF TRAINING ON THE OPERATION AND MAINTENANCE OF THE HVAC EQUIPMENT.

25. PROVIDE A ONE YEAR WARRANTY ON PARTS AND LABOR FROM THE DATE OF SUBSTANTIAL COMPLETION.

26. SUPPLY, RETURN, TRANSFER, EXHAUST, AND OUTSIDE AIR DUCTWORK SHALL BE GALVANIZED SHEET METAL. SEAL ALL DUCT JOINTS WITH HARDCAST. ALL CONCEALED SUPPLY, RETURN, TRANSFER, AND OUTSIDE AIR DUCTS SHALL BE INSULATED WITH BLANKET TYPE INSULATION WITH VAPOR BARRIER (MINIMUM R = 6.0). DUCTWORK EXPOSED INSIDE MECHANICAL ROOMS SHALL BE EXTERNALLY INSULATED WITH RIGID FIBROUS DUCTBOARD WITH AN EPA LISTED ANTIMICROBIAL COATING. ALL DUCTWORK INSULATION SHALL BE LABELED AND MARKED AT REQUIRED INTERVALS PER THE FLORIDA BUILDING CODE, SECTION 604. EXHAUST AIR DUCTWORK SHALL NOT BE INSULATED UNLESS OTHERWISE SPECIFIED.

27. ALL DUCTWORK SHALL BE FABRICATED AND INSTALLED IN ACCORDANCE WITH THE LATEST EDITION OF "SMACNA" DUCT CONSTRUCTION STANDARDS. ALL DUCTWORK SHALL BE LEAK TESTED IN ACCORDANCE WITH SMACNA AND ASHRAE STANDARDS, AND BE WITNESSED BY THE TEST AND BALANCE AGENCY. DUCTS WITH A LEAKAGE RATE MORE THAN 2% WILL BE REJECTED. PROVIDE LEAKAGE TEST RESULTS TO ENGINEER. FABRICATE AND SEAL DUCTWORK PER THE FOLLOWING SCHEDULE (REFER TO THE EXTERNAL STATIC PRESSURE CRITERIA IN THE AIR HANDLING UNIT SCHEDULE FOR CORRESPONDING OPERATING PRESSURE):

OPERATING PRESSURE	DUCT PRESSURE CLASS	SEAL CLASS
UP TO 2" W.G.	2" W.G.	C

28. WHERE INDICATED ON HVAC EQUIPMENT SCHEDULES, EXTERNAL STATIC PRESSURE IS DEFINED AS NOT INCLUDING LOSSES DUE TO UNIT MOUNTED FILTERS OR MIXING BOXES. THOSE LOSES SHALL BE PART OF THE EQUIPMENT INTERNAL LOSSES, SAME AS THOSE CAUSED BY COILS, CABINET, ETC.

29. ALL NEW DUCTWORK SHALL NOT BE STORED IN UNCLEAN AREAS. PROTECT ALL DUCTWORK FROM DUST AND DEBRIS WHILE IT IS STORED ON SITE. WHILE UNDER CONSTRUCTION, ALL INSTALLED DUCTWORK SHALL BE TEMPORARILY SEALED WITH VISQUEEN PRIOR TO TEST AND BALANCE IN ORDER TO LIMIT ACCUMULATION OF CONSTRUCTION DUST INSIDE DUCTWORK SYSTEM. IF EITHER OF THESE PROCEDURES IS NOT CONDUCTED, THE ENTIRE ASSOCIATED DUCTWORK SYSTEM AND HVAC EQUIPMENT SHALL BE CLEANED TO THE ENGINEER'S SATISFACTION.

30. FLEXIBLE DUCTS SHALL BE FACTORY INSULATED WITH 3/4" THICK GLASS FIBER AND INCLUDE A VINYL VAPOR JACKET AND HELIX STEEL WIRE. "THERMAFLEX" TYPE MAKE OR APPROVED EQUAL. FLEXIBLE DUCT SHALL BE ATTACHED WITH "THERMAFLEX" WRAP LOCK SERIES 0902 CLAMPS. MAXIMUM LENGTH OF FLEXIBLE DUCT SHALL BE 6'-0".

31. ALL DUCTWORK ELBOWS SHALL INCLUDE AIR FLOW DIRECTIONAL VANES AS PER "SMACNA" DUCT CONSTRUCTION STANDARDS. SPLITTER VANES SHALL BE PROVIDED IN ALL ELBOWS AND DUCT OFFSETS WITH ANGLES BETWEEN 15 DEGREE AND 90 DEGREES AS PER FIG. 2-5 OF THE SMACNA MANUAL. 90 DEGREE ELBOWS SHALL HAVE TURNING VANES.

32. PROVIDE CONICAL SPIN-IN FITTINGS AT ALL CONNECTIONS OF ROUND SHEET METAL OR FLEXIBLE SUPPLY AIR DUCTS TO RIGID RECTANGULAR DUCT.

33. DUCTWORK, AIR DEVICES, AND OTHER ITEMS OF THE AIR DISTRIBUTION SYSTEM SHALL BE SUPPORTED DIRECTLY FROM THE BUILDING STRUCTURE AND NOT FROM THE CEILING OR CEILING SUSPENSION SYSTEM. AIR DEVICES SHALL BE SUPPORTED FROM THE BUILDING STRUCTURE FROM AT LEAST TWO POINTS. COORDINATE LOCATION OF AIR DEVICES, WALLCAPS, ROOFCAPS, AND LOUVERS WITH ALL OTHER TRADES.

34. ALL BALANCING DAMPERS SHALL BE OPPOSED BLADE TYPE. PROVIDE A ONE FOOT LONG PLASTIC STRIP OF MATERIAL FROM ALL DAMPER HANDLES TO ASSIST TEST AND BALANCE AGENCY IN IDENTIFYING ALL DAMPERS. REMOVE MATERIAL FROM EXPOSED DAMPERS AFTER SUBSTANTIAL COMPLETION.

35. IN AREAS WHERE THE BALANCING DAMPER INSTALLATION PROHIBITS ACCESS FOR TEST AND BALANCE, PROVIDE MANUAL REMOTE CABLE CONTROL EQUAL TO YOUNG REGULATOR MODEL 830ACC/270-896. ACCESS TO END OF CABLE TO BE FLUSH IN CEILING NEATLY CONCEALED WITH THREADED CAP. PAINT CAP TO MATCH CEILING COLOR. INDICATE LOCATIONS OF ALL CAPS IN A FLOOR PLAN INCLUDED IN THE SUBMITTALS AND OBTAIN APPROVAL FROM ENGINEER PRIOR TO INSTALLATION.

36. FOR SEALING OF FIRE DAMPER, SMOKE DAMPER, FIRE/SMOKE DAMPER, AND PIPE OR DUCT PENETRATION THROUGH FIRE RATED WALLS, REFER TO ARCHITECTURAL CONTRACT DOCUMENTS. ALL RATED WALL PENETRATIONS SHALL BE SEALED USING APPROVED UL DETAILS. CORRECT ANY EXISTING CONDITIONS.

37. ALL FIRE DAMPERS SHALL BE DYNAMIC TYPE. PROVIDE A DUCT ACCESS DOOR FOR FIRE DAMPERS, SMOKE DAMPERS, AND FIRE/SMOKE DAMPERS.

38. PROVIDE ADDITIONAL DUCTWORK AND PIPING SUPPORTS ON BOTH SIDES AND WITHIN 18" OF FIRE RATED WALLS. DUCTWORK OR PIPING SHALL NOT BE SUPPORTED FROM ANY FIRE RATED WALL. CORRECT ANY EXISTING CONDITIONS.

39. ALL DUCTWORK AND/OR PIPING MUST BE INSTALLED 6" AWAY FROM ANY FIRE RATED WALL. CORRECT ANY EXISTING CONDITIONS.

40. DUCT MOUNTED SMOKE DETECTORS SHALL BE FURNISHED AND WIRED BY ELECTRICAL CONTRACTOR. DETECTORS SHALL COMPLY WITH UL 268A. HVAC DRAWINGS INDICATE THE APPROXIMATE LOCATION OF DUCT DETECTORS. HVAC ASSIST THE ELECTRICAL CONTRACTOR IN LOCATING AND INSTALLING THE DETECTORS IN ACCORDANCE WITH MANUFACTURER'S INSTALLATION INSTRUCTIONS. WHEN RECOMMENDED CLEARANCES CAN NOT BE MAINTAINED, SIMULATE A SMOKE AIRFLOW TEST OF EACH DEVICE AND PROVIDE A COPY OF THE FIELD TEST TO THE ENGINEER. PROVIDE A DUCT ACCESS DOOR ADJACENT TO EACH DUCT MOUNTED SMOKE DETECTOR TO FACILITATE INSPECTION OF DUCT DETECTOR TUBES.

41. TEST ALL EXISTING/NEW DUCT MOUNTED SMOKE DETECTORS, FIRE/SMOKE DAMPERS, AIR HANDLING UNIT AND EXHAUST FAN INTERLOCKS AND FIRE ALARM CONNECTIONS AND REPORT ANY DEFICIENCIES TO OWNER. RETEST AS REQUIRED UNTIL ALL ARE FUNCTIONAL.

42. COORDINATE AND PROVIDE ALL DUCTWORK ACCESS PANELS THAT MAY BE REQUIRED FOR THE INSTALLATION, INSPECTION, AND SERVICE OF HVAC DAMPERS, SENSORS, ETC., WHETHER OR NOT IT IS SHOWN. DUCT ACCESS DOORS SHALL BE MINIMUM 12" X 12" INSULATED AND DOUBLE GASKETED. ACCESS DOOR SHALL NOT REQUIRE TOOLS TO BE OPENED.

43. PROVIDE FLEXIBLE CONNECTIONS BETWEEN ALL AIR MOVING APPARATUS AND DUCTWORK. RECOMMENDED WIDTH IS 4".

44. PROVIDE P-TRAPS AT ALL CONDENSATE DRAIN LINE CONNECTIONS. SLOPE DRAIN LINES TOWARD THE POINT OF DISCHARGE (MIN 1/8"/FOOT). INSULATE CONDENSATE DRAIN LINES WITH 3/4" THICK SEAMLESS CLOSED CELL RUBBER PIPE INSULATION. CONDENSATE DRAIN LINES TO BE PVC. LINES SHALL BE ONE DIAMETER LARGER THAN THE UNIT DRAIN CONNECTION, BUT NOT LESS THAN 3/4 INCH. PROVIDE CLEANOUTS AT ALL CHANGES OF DIRECTION.

45. REFRIGERANT LINES SHALL BE SIZED PER THE AIR CONDITIONING EQUIPMENT MANUFACTURER'S RECOMMENDATIONS. PROVIDE SIZING AND ACCESSORY DATA WITH THE EQUIPMENT PACKAGE SUBMITTAL. PIPING IS TO BE FILLED WITH DRY NITROGEN WHILE SOLDERING. TEST, CLEAN, AND DEHYDRATE PIPES AND PROVIDE CRITICAL CHARGE OF REFRIGERANT AS PER EQUIPMENT MANUFACTURER'S RECOMMENDATION. PROVIDE ALL NECESSARY VALVES, TRAPS, FILTER/DRYERS, SIGHT GLASS, ETC. AS REQUIRED FOR A COMPLETE AND READY TO OPERATE INSTALLATION. INCLUDE ACCESSIBLE SERVICE FITTINGS. BI-FLOW LIQUID LINE FILTER DRYER SHALL BE PROVIDED IN HEAT PUMP UNITS.

46. ALL REFRIGERANT PIPING SHALL BE INSULATED WITH 3/4" THICK SEAMLESS CLOSED CELL RUBBER PIPE INSULATION. INSULATION EXPOSED TO THE OUTSIDE ENVIRONMENT SHALL BE UV-RESISTANT.

HVAC COORDINATION DRAWING REQUIREMENT

PRIOR TO THE START OF CONSTRUCTION, SUBMIT DETAILED HVAC COORDINATION DRAWINGS AT 1/4" = 1'-0" SCALE. THESE DRAWINGS ARE NOT TO BE CONFUSED WITH SUBMITTALS. THEY ARE NOT SUBMITTALS. THEY ARE A TOOL TO AIDE THE CONTRACTORS IN THE INSTALLATION OF THEIR SYSTEMS. DRAWINGS ARE TO INCLUDE, BUT NOT NECESSARILY BE LIMITED TO, THE FOLLOWING ITEMS:

1. MECHANICAL ROOMS WITH ALL EQUIPMENT (FROM APPROVED SUBMITTALS) DRAWN TO SCALE. INDICATE SERVICE CLEARANCES.

2. DETAILED FLOOR PLANS INDICATING ALL DUCTWORK, AIR DEVICES, DAMPERS, ACCESS DOORS, ALL OTHER DUCT MOUNTED AIR DISTRIBUTION RELATED EQUIPMENT, AND HVAC PIPING, VALVES, AND ACCESSORIES.

3. INDICATE FLOOR, WALL, AND ROOF PENETRATION SIZES THAT ARE REQUIRED FOR ALL HVAC EQUIPMENT.

4. SHOW MAJOR STRUCTURAL MEMBERS, MAJOR ELECTRICAL CONDUITS AND EQUIPMENT, AND MAJOR PLUMBING AND FIRE PROTECTION PIPING AND ACCESSORIES TO CONFIRM COORDINATION HAS OCCURRED.

5. AFTER HVAC COORDINATION DRAWINGS ARE COMPLETED AND REVIEWED BY THE DESIGN TEAM, ANY ADDITIONAL WORK REQUIRED IN ANY OF THESE TRADES TO PROVIDE SYSTEMS THAT DO NOT CONFLICT WITH EACH OTHER SHALL BE PROVIDED BY THE CONTRACTOR AT NO COST TO THE OWNER.

HVAC CODE CRITERIA

THE FOLLOWING IS A LIST OF ALL CODES ADOPTED DECEMBER 31, 2017 BY THE STATE FIRE MARSHALL'S RULE 69A3.012 F.A.C.:
- FLORIDA BUILDING CODE 7TH EDITION (2020) - ALL SECTIONS
- FLORIDA ENERGY EFFICIENCY CODE (FBC 2020), FLORIDA ENERGY CODE SOFTWARE: ENERGYGAUGE SUMMIT VERSION 7.00
- FLORIDA FIRE PREVENTION CODE 7TH EDITION (2020)

69A-3.012 STANDARDS OF THE NATIONAL FIRE PROTECTION ASSOCIATION ADOPTED.
(1) EXCEPT AS SPECIFICALLY MODIFIED BY STATUTE OR BY THE STATE FIRE MARSHAL'S RULES, THE "FLORIDA FIRE PREVENTION CODE, 7TH EDITION (2020)," WHICH IS COMPRISED OF THE FLORIDA SPECIFIC EDITION OF NFPA 101, THE LIFE SAFETY CODE (2018 EDITION) AND THE FLORIDA SPECIFIC EDITION OF NFPA 1, THE FIRE CODE (2018 EDITION), ARE HEREBY ADOPTED AND INCORPORATED BY REFERENCE AND ARE APPLICABLE TO THOSE BUILDINGS AND STRUCTURES SPECIFIED IN PARAGRAPHS (A) AND (B) OF SUBSECTION (1) OF SECTION 633.206, F.S. IN ADDITION, THE FOLLOWING STANDARDS, EXCEPT AS SPECIFICALLY MODIFIED IN THE RULE CHAPTERS IN RULE TITLE 69A, ARE HEREBY ADOPTED AND INCORPORATED BY REFERENCE AND SHALL TAKE EFFECT ON THE EFFECTIVE DATE OF THIS RULE, AS A PART OF THE UNIFORM FIRE SAFETY STANDARDS ADOPTED BY RULE BY THE STATE FIRE MARSHAL AND ARE APPLICABLE TO THOSE BUILDINGS AND STRUCTURES SPECIFIED IN PARAGRAPHS (A) AND (B) OF SUBSECTION (1) OF SECTION 633.206, F.S.:
- NFPA 13, 2016 EDITION, STANDARD FOR THE INSTALLATION OF SPRINKLER SYSTEMS
- NFPA 70, 2017 EDITION, NATIONAL ELECTRICAL CODE
- NFPA 72, 2016 EDITION, NATIONAL FIRE ALARM AND SIGNALING CODE
- NFPA 90A, 2018 EDITION, STANDARD FOR THE INSTALLATION OF AIR-CONDITIONING AND VENTILATING SYSTEMS
- NFPA 90B, 2018 EDITION, STANDARD FOR THE INSTALLATION OF WARM AIR HEATING AND AIR-CONDITIONING SYSTEMS
- NFPA 241, 2013 EDITION, STANDARD FOR SAFEGUARDING CONSTRUCTION, ALTERATION AND DEMOLITION OPERATIONS

AMERICAN SOCIETY OF HEATING, REFRIGERATION AND AIR CONDITIONING ENGINEERS, INC. (ASHRAE) (INCLUDING ALL APPROVED ADDENDUM):
- ASHRAE FUNDAMENTALS 2017
- ASHRAE GUIDELINE 4-2019, PREPARATION OF OPERATING AND MAINTENANCE DOCUMENTATION FOR BUILDING SYSTEMS
- ASHRAE GUIDELINE 11-2018, FIELD TESTING OF HVAC CONTROL COMPONENTS
- ASHRAE STANDARD 62.1-2016, VENTILATION FOR ACCEPTABLE INDOOR AIR QUALITY
- ASHRAE STANDARD 111-2008 (RA 2017), MEASUREMENT, TESTING, ADJUSTING AND BALANCING OF BUILDING HEATING, VENTILATION AND AIR-CONDITIONING SYSTEMS
- ASHRAE STANDARD 126-2020, METHODS OF TESTING HVAC AIR DUCTS

SHEET METAL AND AIR CONDITIONING CONTRACTORS' NATIONAL ASSOCIATION (SMACNA) (INCLUDING ALL APPROVED ADDENDUM):
- HVAC DUCT CONSTRUCTION STANDARDS - METAL AND FLEXIBLE, 3RD EDITION, 2005
- HVAC SYSTEM DUCT DESIGN, 4TH EDITION, 2006
- HVAC AIR DUCT LEAKAGE TEST MANUAL, 2ND EDITION, 2012
- FIRE, SMOKE AND RADIATION DAMPER INSTALLATION GUIDE FOR HVAC, 5TH EDITION, 2002

- LOCAL CODES AND ORDINANCES

NOTE: TO THE BEST OF THE ENGINEER'S KNOWLEDGE, THESE HVAC DESIGN DRAWINGS COMPLY WITH THE ABOVE CODE CRITERIA. WHEN TWO OR MORE CODES OR STANDARDS ARE IN CONFLICT, THE MORE STRINGENT SHALL APPLY

HVAC LOAD CALCULATION DESIGN CRITERIA

PROJECT LOCATION	—	LEESBURG, FLORIDA
OUTDOOR SUMMER TEMP (DB/WB)	DEG F/DEG F	93.7/76.5
OUTDOOR WINTER TEMP (DB)	DEG F	37.7
INDOOR SUMMER TEMP (DB/WB)	DEG F/DEG F	75.0/62.6
INDOOR WINTER TEMP (DB)	DEG F	70.0
FLOOR INSULATION	R-VALUE	R-0 (EXISTING)
WALL INSULATION (TOTAL)	R-VALUE	R-5 (EXISTING)
ROOF INSULATION (TOTAL)	R-VALUE	R-20 (EXISTING)
WINDOW GLASS TYPE	U-VALUE, SHADE COEF	U-0.5, SC-0.5 (EXISTING)

HVAC OUTSIDE AIR CALCULATION

TAG	AREA (SQ FT)	NUMBER OF PEOPLE	OUTSIDE AIR REQUIRED (CFM)	OUTSIDE AIR PROVIDED (CFM)	EXHAUST AIR PROVIDED (CFM)
AHU-1	1,528	99	630	-	-
AHU-2	1603	114	725	-	-
OAU-1	-	-	1355 (TOTAL OF AHU-1&2)	1500	-

NOTES:
1. CONTRACTOR SHALL CONFIRM THE ABOVE INSULATION VALUES WITH THE ARCHITECT, BUILDING ENVELOP SUBMITTALS, ENERGY CALCULATIONS, AND EXISTING CONDITIONS PRIOR TO THE START OF CONSTRUCTION. MECHANICAL SUBMITTALS SHALL INCLUDE A CONFIRMATION LETTER STATING THEIR COORDINATION.
2. AIR CONDITIONING LOAD CALCULATIONS ARE ATTACHED TO THE ENERGY EFFICIENCY CODE FORMS.
3. THE REQUIRED OUTSIDE AIR DOCUMENTED IN THE CALCULATION SUMMARY ABOVE IS BASED ON CALCULATIONS RESULTING FROM ASHRAE 62.1. THESE CALCULATIONS ARE ATTACHED TO THE ENERGY EFFICIENCY CODE FORMS.

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Palace Partner LLC
PALACE RENOVATION
410 W Main Street, Leesburg, Florida, 34748

JOB NUMBER: 2204

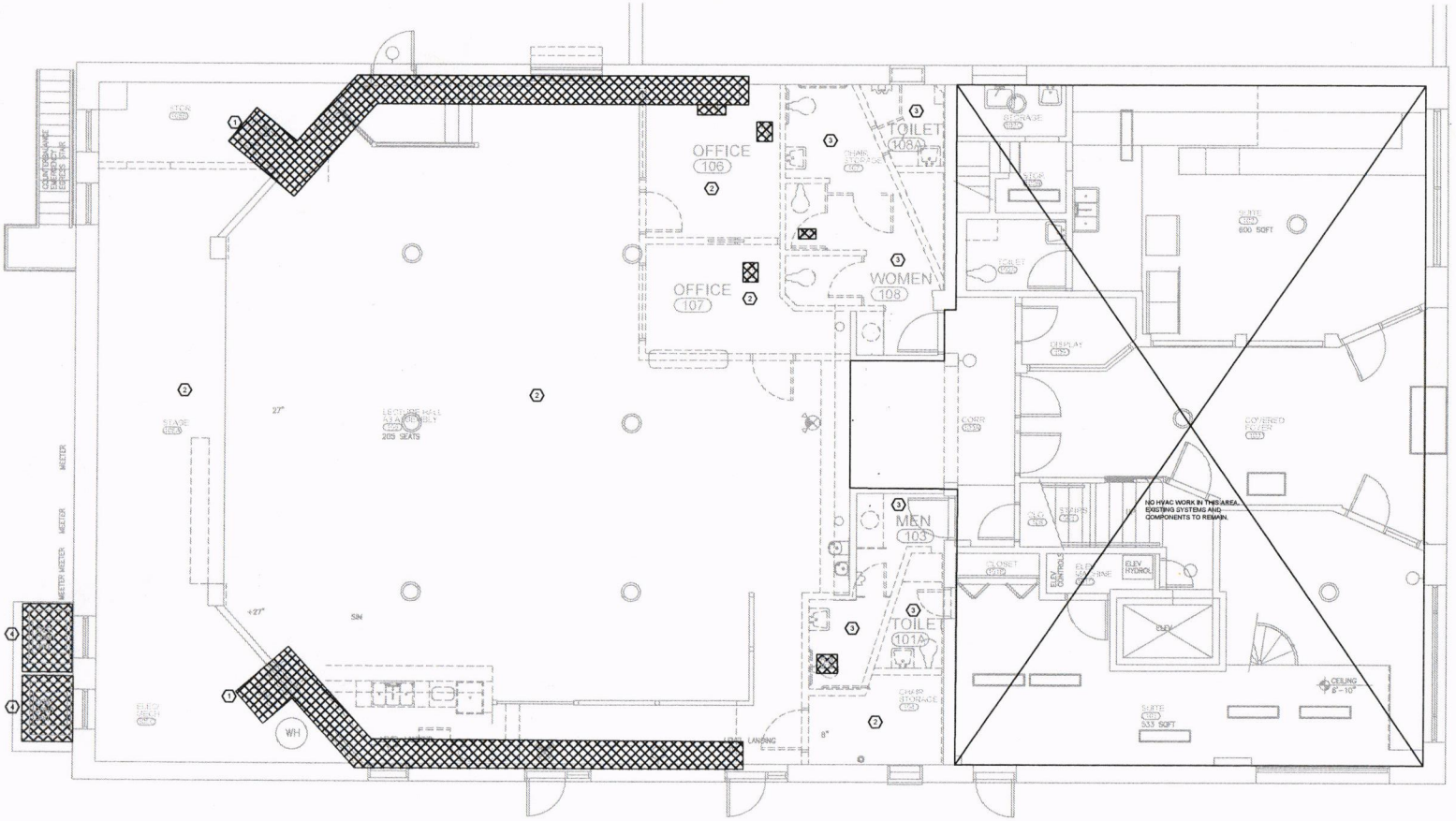
ISSUE DATE: 05.06.2022

DRAWN BY: MC/MAC

REVISIONS:

SHEET TITLE: MECHANICAL GENERAL NOTES

SHEET NUMBER M0.0



N

MECHANICAL DEMO PLAN FLOOR 1

1/4" = 1'-0"

KEYNOTES

1. REMOVE AND DISPOSE EXISTING AIR HANDLING UNIT AND ALL ASSOCIATED DUCTWORK/PIPING/CONTROLS.
2. REMOVE AND DISPOSE ALL DIFFUSERS AND DUCTWORK IN THIS ROOM.
3. REMOVE AND DISPOSE EXHAUST FAN, DUCTWORK, DIFFUSERS, AND ALL ACCESSORIES FROM THIS RESTROOM.
4. REMOVE AND DISPOSE EXISTING CONDENSING UNIT AND ASSOCIATED PIPING. EXISTING PLATFORM THAT IS CANTILEVERED OFF THE SIDE OF THE BUILDING SHALL REMAIN.

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JOB NUMBER:
2204

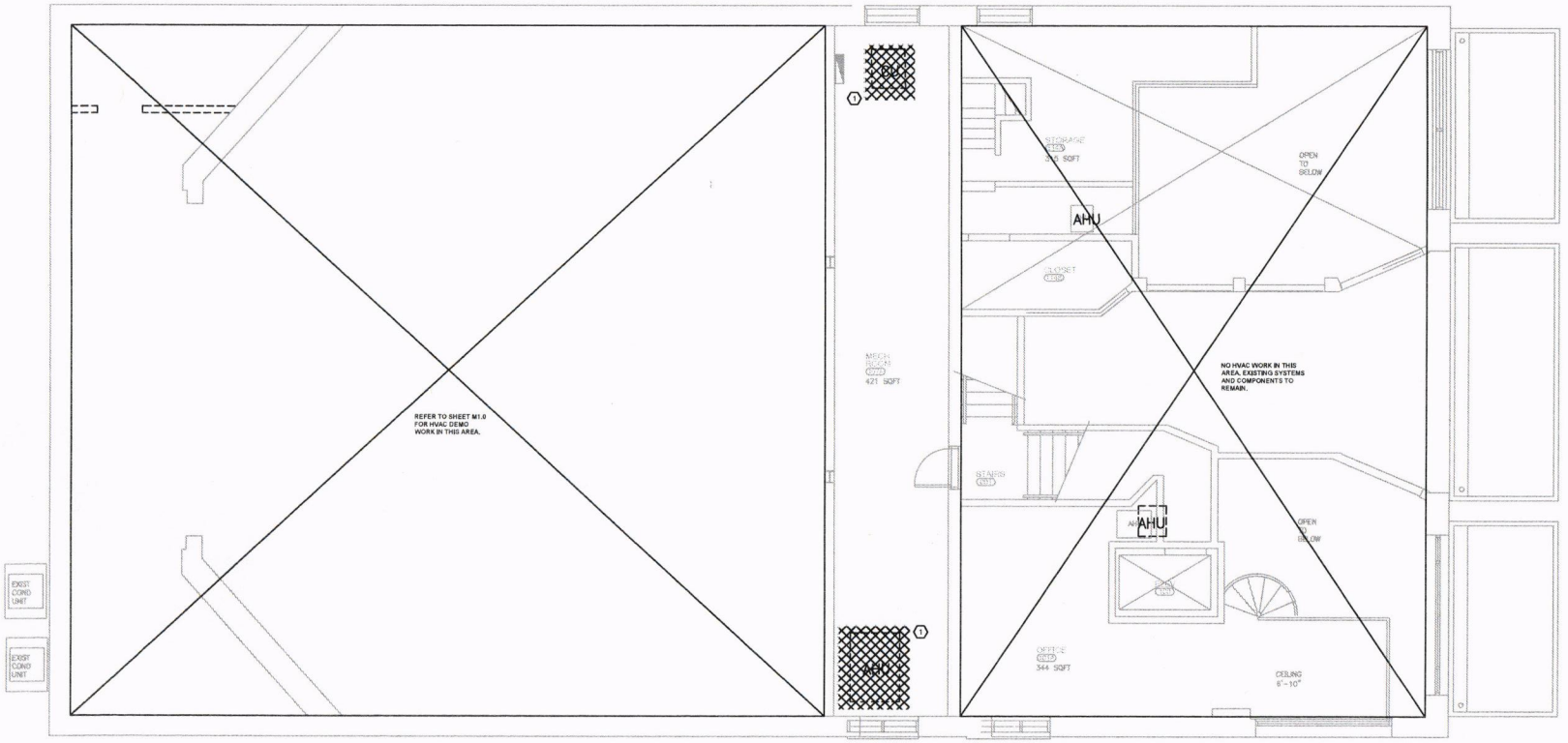
ISSUE DATE:
05.06.2022

DRAWN BY:
MC/MAC

REVISIONS:

SHEET TITLE:
MECHANICAL DEMO PLAN FLOOR 1

SHEET NUMBER
M1.0



KEYNOTES

1. REMOVE AND DISPOSE EXISTING AIR HANDLING UNIT, CONDENSING UNIT, AND ALL ASSOCIATED DUCTWORK/PIPING/CONTROLS.

N

MECHANICAL DEMO PLAN INTERMEDIATE FLOOR

1/4"=1'-0"

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05.06.2022

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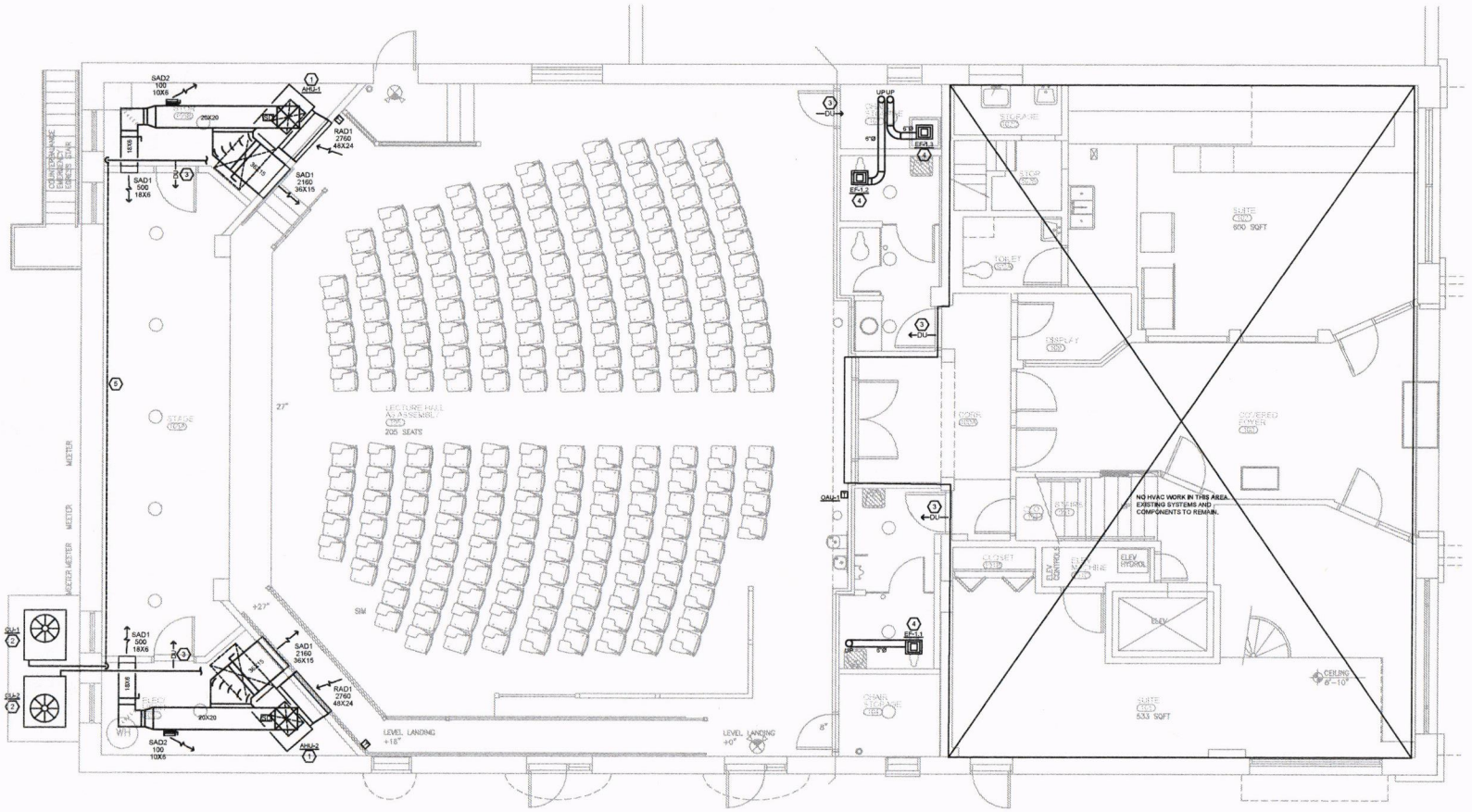
REVISIONS:

SHEET TITLE:
MECHANICAL DEMO PLAN INTERMEDIATE FLOOR

SHEET NUMBER
M1.1



N

MECHANICAL RENOVATION FLOOR 1

1/4" = 1'-0"

KEYNOTES

1. PROVIDE NEW FLOOR MOUNTED AIR HANDLING UNIT. REFER TO HVAC DETAILS. ROUTE REFRIGERANT PIPING OUT TO ASSOCIATED CONDENSING UNIT. TERMINATE CONDENSATE PIPING TO DRAIN IN BASEMENT BELOW THAT WAS PREVIOUSLY CONNECTED TO AIR HANDLING UNIT THAT WAS REMOVED.
2. MOUNT NEW CONDENSING UNIT ON EXISTING STEEL PLATFORM THAT IS CANTILEVERED OFF THE BACK SIDE OF THE BUILDING. SECURE CONDENSING UNIT TO THE PLATFORM.
3. PROVIDE 2" DOOR UNDERCUT FOR TRANSFER OF AIR.
4. PROVIDE NEW CEILING MOUNTED EXHAUST FAN AND DUCT UP TO INTERMEDIATE LEVEL. SEE SHEET M2.1.
5. ROUTE REFRIGERANT PIPING IN BASEMENT UNDER THE STAGE FLOOR.

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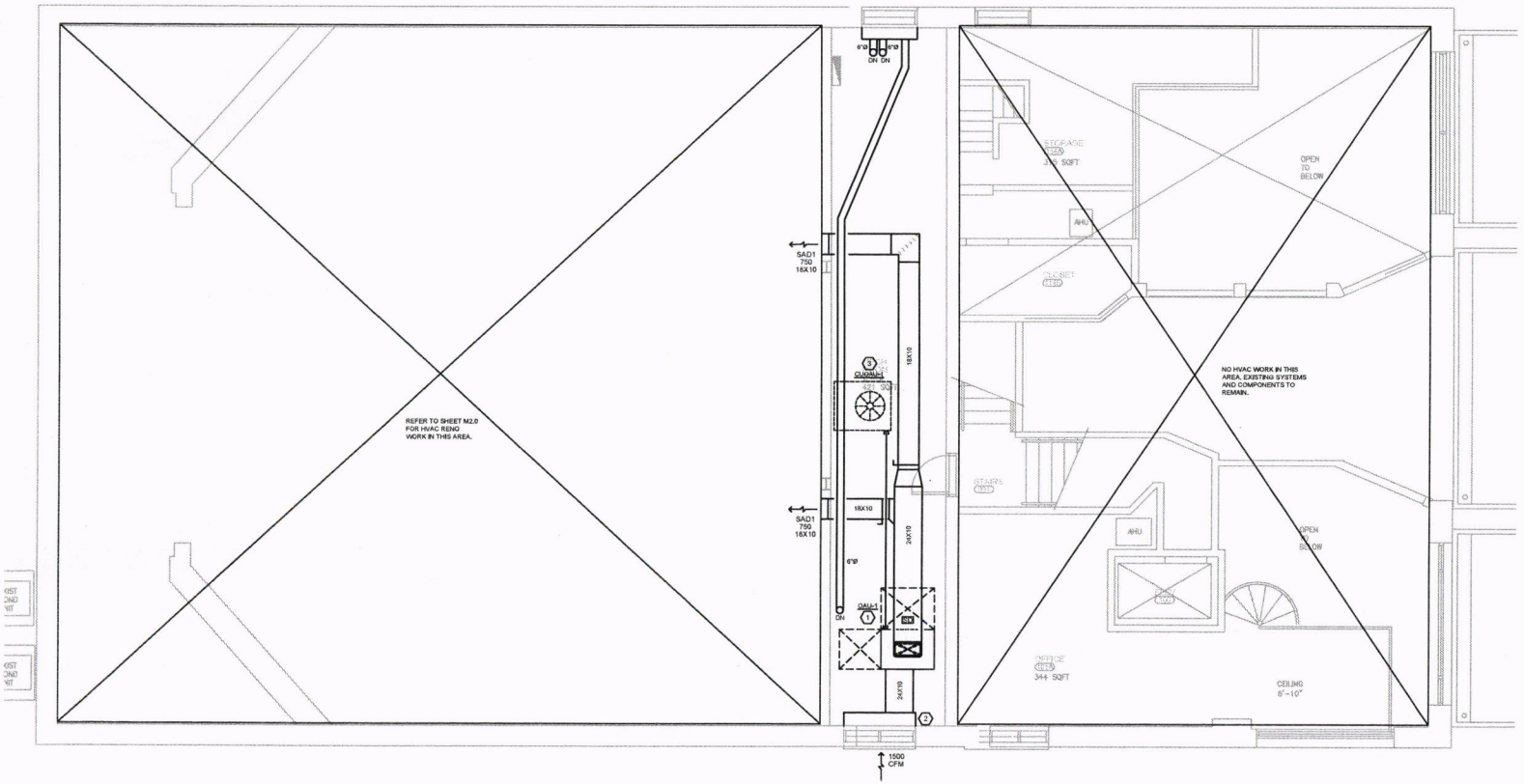
SHEET TITLE:
MECHANICAL
RENOVATION
FLOOR 1

SHEET NUMBER
M2.0



KEYNOTES

1. PROVIDE NEW FLOOR MOUNTED AIR HANDLING UNIT, REFER TO HVAC DETAILS. ROUTE REFRIGERANT PIPING UP TO ASSOCIATED CONDENSING UNIT ON ROOF (FIELD COORDINATE EXACT VERTICAL ROUTE THROUGH SECOND AND THIRD FLOORS ABOVE). TERMINATE CONDENSATE PIPING TO EXISTING FLOOR DRAIN IN ROOM.
2. PROVIDE 12" DEEP EXTERNALLY INSULATED SHEET METAL PLENUM BOX ON BACK SIDE OF EXISTING LOUVER. DUCT TO NEW OUTSIDE AIR UNIT.
3. MOUNT NEW CONDENSING UNIT ON ROOF ON NEW NOA RATED ADJUSTABLE ALUMINUM STAND EQUAL TO MIAMI TECH. INSTALL AND SECURE PER NOA INSTALLATION INSTRUCTIONS.
4. EXHAUST DUCTS UP FROM NEW EXHAUST FANS IN RESTROOMS ON FIRST FLOOR, SEE SHEET M2.0. TERMINATE AT EXISTING LOUVER. PROVIDE 12" DEEP SHEET METAL PLENUM BOX ON BACK SIDE OF EXISTING LOUVER FOR DUCT CONNECTIONS.

N

MECHANICAL RENOVATION INTERMEDIATE FLOOR

1/4" = 1'-0"

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05.06.2022

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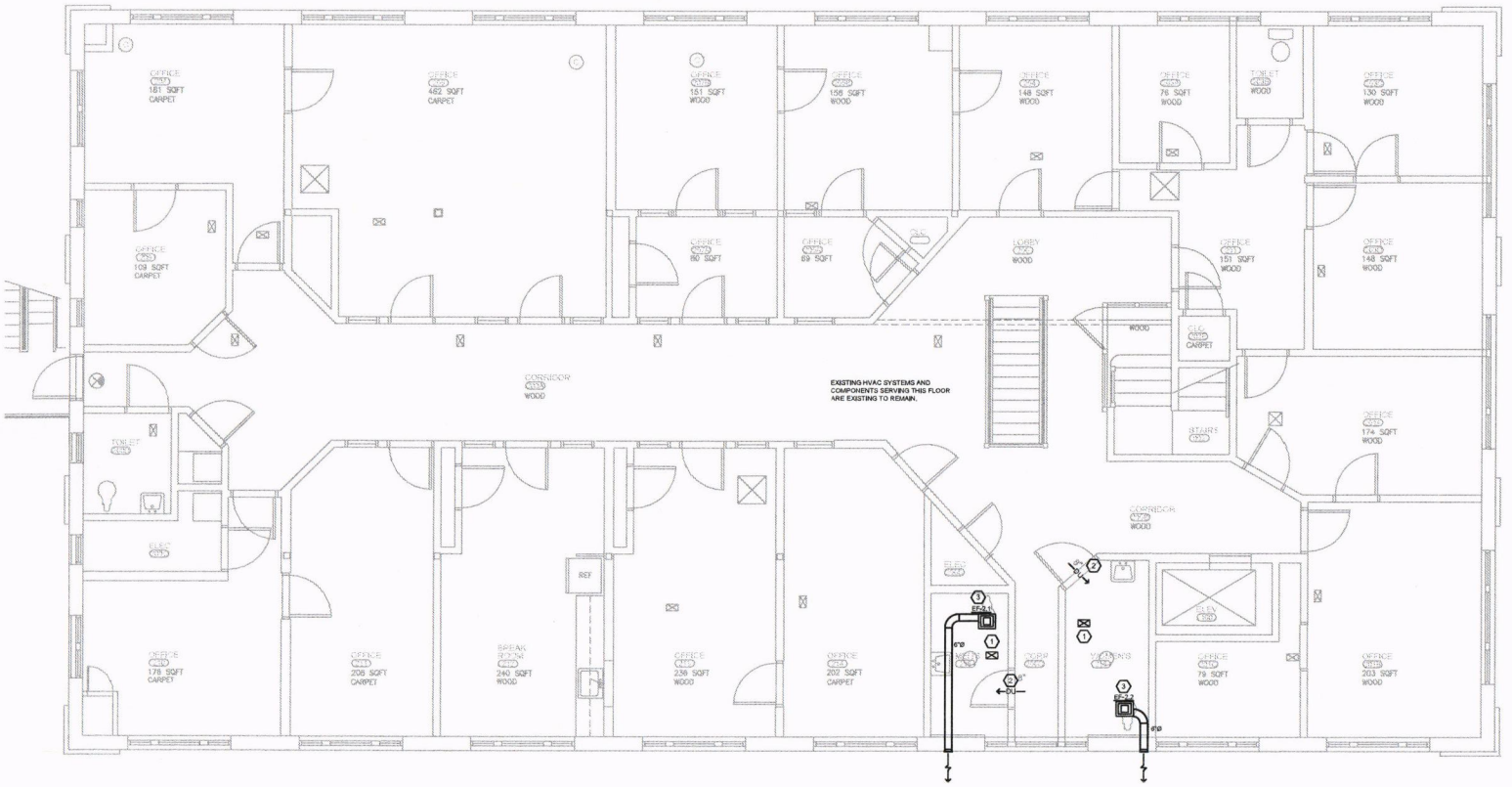
REVISIONS:

SHEET TITLE:
MECHANICAL RENOVATION INTERMEDIATE FLOOR

SHEET NUMBER
M2.1



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MECHANICAL RENOVATION FLOOR 2

1/4" = 1'-0"

KEYNOTES

1. EXISTING SUPPLY DIFFUSER TO REMAIN. CLEAN GRILLE.
2. PROVIDE ¾" DOOR UNDERCUT FOR TRANSFER OF AIR.
3. PROVIDE NEW CEILING MOUNTED EXHAUST FAN, DUCT, AND WALL CAP.

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JOB NUMBER: 2204

ISSUE DATE: 05.06.2022

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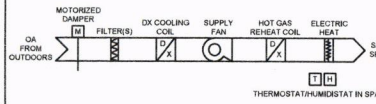
SHEET TITLE: MECHANICAL RENOVATION FLOOR 2

SHEET NUMBER: M2.2

OAU CONTROL DIAGRAM



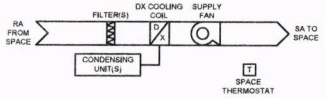
SEQUENCE OF OPERATIONS

A. HVAC CONTROLS TO BE STANDALONE TYPE, PREPROGRAMMED BY MANUFACTURER.

B. PROVIDE A 24 HOUR / 7 DAY A WEEK PROGRAMMABLE THERMOSTAT AND HUMIDISTAT.

C. THE PREPROGRAMMED CONTROLS SHALL CONTROL THE INTERNAL COMPONENTS TO PROVIDE A CONSTANT SUPPLY AIRFLOW. THE INTERNAL COOLING AND HEATING COMPONENTS SHALL MODULATE AS REQUIRED TO MAINTAIN A SUPPLY AIR TEMPERATURE OF 75 DEGREES F AND 55% RH.

AHU CONTROL DIAGRAM (STRAIGHT COOL)



SEQUENCE OF OPERATIONS

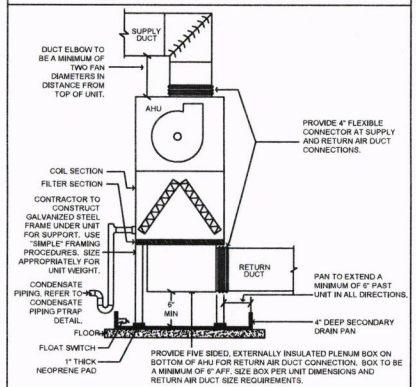
A. HVAC CONTROLS TO BE STANDALONE TYPE, PREPROGRAMMED BY MANUFACTURER.

B. PROVIDE A 24 HOUR / 7 DAY A WEEK PROGRAMMABLE THERMOSTAT.

C. THE THERMOSTAT SHALL BE SET IN THE "AUTO FAN" POSITION.

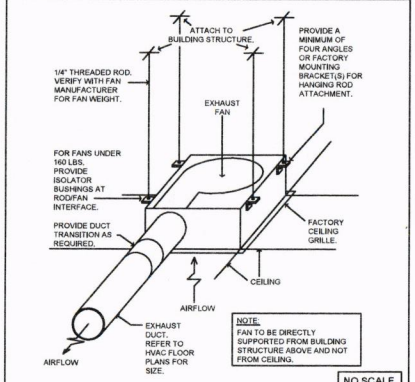
D. IN THE COOLING MODE, THE COMPRESSOR(S) SHALL BE CYCLED AS REQUIRED TO MAINTAIN A SPACE TEMPERATURE SET POINT OF 75 DEGREES F AS SENSED AND ADJUSTED BY THE WALL MOUNTED THERMOSTAT.

AIR HANDLING UNIT SUPPORT



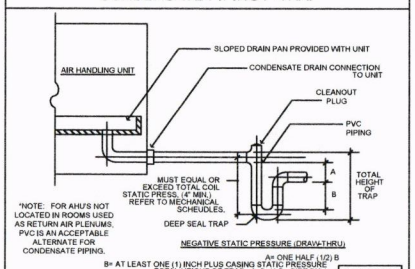
NO SCALE

EXHAUST FAN SUPPORT



NO SCALE

CONDENSATE PIPING P-TRAP



NO SCALE

DIRECT EXPANSION SPLIT SYSTEM SCHEDULE			
AIR HANDLING UNIT TAG	-	AHU-1	AHU-2
DX COOLING COIL			
LOCATION	-	BEFORE FAN	BEFORE FAN
NOMINAL TONNAGE	TONS	7.5	7.5
TOTAL CAPACITY	BTUH	85,500	85,500
SENSIBLE CAPACITY	BTUH	68,600	68,600
LATENT CAPACITY	BTUH	16,900	16,900
ENT. AIR TEMP (DB/WB)	DEG F/DEG F	75.0/62.5	75.0/62.5
LVG. AIR TEMP (DB/WB)	DEG F/DEG F	51.2/51.2	51.2/51.2
COOLING COIL (MAX/MAX)	ROWS/FINS PER INCH	4/17	4/17
COOLING COIL MAX FACE VELOCITY	FPM	500	500
ELECTRIC STRIP HEATER			
LOCATION	-	AFTER FAN	AFTER FAN
TOTAL CAPACITY	KW/STEPS	18.8/2	18.8/2
ENT. AIR TEMP (DB)	DEG F	70	70
LVG. AIR TEMP (DB)	DEG F	91.5	91.5
SUPPLY AIR FLOW	CFM	2,760	2,760
RETURN AIR FLOW	CFM	2,760	2,760
OUTSIDE AIR FLOW	CFM	0	0
FILTRATION	MERV	10	10
FILTRATION MAX FACE VELOCITY	FPM	500	500
EXTERNAL STATIC PRESSURE	IN WG	0.5	0.5
TOTAL STATIC PRESSURE	IN WG	0.71	0.71
DRIVE TYPE	-	BELT	BELT
EVAPORATOR FAN TYPE	-	PLENUM	PLENUM
EVAPORATOR FAN MOTOR	HP/BHP	2/1.19	2/1.19
EVAPORATOR FAN SPEED	RPM	810	810
UNIT MCA	AMPS	75	75
UNIT MOCP	AMPS	80	80
VOLTAGE	V/PH/HZ	208/3/60	208/3/60
WEIGHT	LBS	431	431
MANUFACTURER	-	LENNOX	LENNOX
MODEL	-	ELA090S4D-STD-230	ELA090S4D-STD-230
AHU NOTES	-	ALL	ALL

AHU NOTES:
1. POTENTIAL BIDDING MANUFACTURERS SHALL PROVIDE IN THEIR SUBMITTAL A COPY OF THIS SCHEDULE WITH THEIR PROPOSED VALUES FOR REVIEW BY ENGINEER. SUBMITTAL SHALL BE REJECTED IF THIS SCHEDULE IS MISSING. CONTACT ENGINEER FOR BLANK SCHEDULE.
2. PROVIDE STRAIGHT COOL SYSTEM.
3. PROVIDE SINGLE POINT POWER CONNECTION.
4. DISCONNECT/STARTER PROVIDED BY ELECTRICAL CONTRACTOR.
5. PROVIDE REMOTE MOUNTED PROGRAMMABLE THERMOSTAT, 24 HOUR/7-DAY TYPE.
6. PROVIDE SINGLE WALL UNIT.
7. PROVIDE IAQ TYPE DRAIN PAN, POSITIVELY SLOPED IN TWO DIRECTIONS.

CONDENSING UNIT TAG	-	CU-1	CU-2
NOMINAL TONNAGE	TONS	7.5	7.5
NO. OF COMPRESSORS	-	1	1
NO. OF CONDENSER FANS	-	2	2
EER	-	11.2	11.2
IEER	-	14.4	14.4
REFRIGERANT TYPE	-	R-410A	R-410A
UNIT MCA	AMPS	37	37
UNIT MOCP	AMPS	60	60
VOLTAGE	V/PH/HZ	208/3/60	208/3/60
WEIGHT	LBS	345	345
MANUFACTURER	-	LENNOX	LENNOX
MODEL	-	ELS090S4S-230-3	ELS090S4S-230-3
CU NOTES	-	ALL	ALL

CU NOTES:
1. POTENTIAL BIDDING MANUFACTURERS SHALL PROVIDE IN THEIR SUBMITTAL A COPY OF THIS SCHEDULE WITH THEIR PROPOSED VALUES FOR REVIEW BY ENGINEER. SUBMITTAL SHALL BE REJECTED IF THIS SCHEDULE IS MISSING. CONTACT ENGINEER FOR BLANK SCHEDULE.
2. PROVIDE SINGLE POINT POWER CONNECTION.
3. DISCONNECT PROVIDED BY ELECTRICAL CONTRACTOR.
4. MANUFACTURER TO REVIEW REFRIGERANT PIPING DISTANCE REQUIREMENTS AND SIZE PIPING AND ACCESSORIES AS REQUIRED FOR LINE LENGTH. REDUCE EQUIPMENT CAPACITIES AS MAY BE REQUIRED.
5. PROVIDE HOT GAS BYPASS ON LEAD CIRCUIT.
6. PROVIDE CONDENSER COIL GUARDS.
7. PROVIDE LOW AMBIENT TEMPERATURE CONTROLS.

DIRECT EXPANSION 100% OUTSIDE AIR SPLIT SYSTEM SCHEDULE		
AIR HANDLING UNIT TAG	-	OAU-1
DX COOLING COIL		
LOCATION	-	BEFORE FAN
NOMINAL TONNAGE	TONS	10
TOTAL CAPACITY	BTUH	129553
SENSIBLE CAPACITY	BTUH	72036
LATENT CAPACITY	BTUH	57517
ENT. AIR TEMP (DB/WB)	DEG F/DEG F	93.7/76.5
LVG. AIR TEMP (DB/WB)	DEG F/DEG F	50.0/49.7
REHEAT COIL LVG. AIR TEMP (DB/WB)	DEG F/DEG F	75/59.8
ELECTRIC STRIP HEATER		
LOCATION	-	AFTER FAN
TOTAL CAPACITY	KW/STEPS	15/5CR
ENT. AIR TEMP (DB)	DEG F	55
LVG. AIR TEMP (DB)	DEG F	82
SUPPLY AIR FLOW	CFM	1500
RETURN AIR FLOW	CFM	0
OUTSIDE AIR FLOW	CFM	1500
FILTRATION	MERV	10
FILTRATION MAX FACE VELOCITY	FPM	500
EXTERNAL STATIC PRESSURE	IN WG	0.5
TOTAL STATIC PRESSURE	IN WG	1.0
DRIVE TYPE	-	DIRECT - ECM
EVAPORATOR FAN TYPE	-	PLENUM
EVAPORATOR FAN MOTOR	HP/BHP	4.5/0.44
EVAPORATOR FAN SPEED	RPM	1237
NO. OF COMPRESSORS	-	2
UNIT MCA	AMPS	58
UNIT MOCP	AMPS	70
VOLTAGE	V/PH/HZ	208/3/60
WEIGHT	LBS	1033
MANUFACTURER	-	DESERT AIRE
MODEL	-	QV10P
AHU NOTES	-	ALL

AHU NOTES:
1. POTENTIAL BIDDING MANUFACTURERS SHALL PROVIDE IN THEIR SUBMITTAL A COPY OF THIS SCHEDULE WITH THEIR PROPOSED VALUES FOR REVIEW BY ENGINEER. SUBMITTAL SHALL BE REJECTED IF THIS SCHEDULE IS MISSING. CONTACT ENGINEER FOR BLANK SCHEDULE.
2. PROVIDE SINGLE POINT POWER CONNECTION.
3. DISCONNECT/STARTER PROVIDED BY ELECTRICAL CONTRACTOR.
4. PROVIDE REMOTE MOUNTED PROGRAMMABLE THERMOSTAT, 24 HOUR/7-DAY TYPE.
5. PROVIDE SINGLE WALL UNIT.
6. PROVIDE STAINLESS STEEL DRAIN PAN, POSITIVELY SLOPED IN TWO DIRECTIONS.
7. PROVIDE STAINLESS STEEL COIL CASINGS.
8. PROVIDE INTERTWINED COIL.
9. PROVIDE SCROLL COMPRESSOR WITH HOT GAS BYPASS.
10. PROVIDE HOT GAS REHEAT COIL.
11. PROVIDE VARIABLE HOT GAS REHEAT CONTROL TO MAINTAIN DESIRED UNIT DISCHARGE AIR TEMPERATURE WITHN 1 DEGREES F UNDER ALL AMBIENT CONDITIONS.

CONDENSING UNIT TAG	-	CUOAU-1
NOMINAL TONNAGE	TONS	10
NO. OF CONDENSER FANS	-	2
REFRIGERANT TYPE	-	R-410A
UNIT MCA	AMPS	7.4
UNIT MOCP	AMPS	15
VOLTAGE	V/PH/HZ	208/3/60
WEIGHT	LBS	315
MANUFACTURER	-	DESERT AIRE
MODEL	-	RCSS05
CU NOTES	-	ALL

CU NOTES:
1. POTENTIAL BIDDING MANUFACTURERS SHALL PROVIDE IN THEIR SUBMITTAL A COPY OF THIS SCHEDULE WITH THEIR PROPOSED VALUES FOR REVIEW BY ENGINEER. SUBMITTAL SHALL BE REJECTED IF THIS SCHEDULE IS MISSING. CONTACT ENGINEER FOR BLANK SCHEDULE.
2. PROVIDE SINGLE POINT POWER CONNECTION.
3. DISCONNECT PROVIDED BY ELECTRICAL CONTRACTOR.
4. MANUFACTURER TO REVIEW REFRIGERANT PIPING DISTANCE REQUIREMENTS AND SIZE PIPING AND ACCESSORIES AS REQUIRED FOR LINE LENGTH. REDUCE EQUIPMENT CAPACITIES AS MAY BE REQUIRED.
5. PROVIDE LOW AMBIENT TEMPERATURE CONTROLS.

AIR DEVICE SCHEDULE			
AIR DEVICE TAG	SAD1	SAD2	RAD1
SERVICE TYPE	SUPPLY AIR	SUPPLY AIR	RETURN AIR
DESCRIPTION	HIGH CAPACITY DRUM LOUVER	LOUVERED GRILLE	HEAVY DUTY GYM GRILLE (MINUS FILTER)
NECK	RECTANGULAR	RECTANGULAR	RECTANGULAR
AIR FLOW PATTERN	2-WAY	2-WAY	1-WAY
BLADES/VANES	ADJUSTABLE	ADJUSTABLE	FIXED
MATERIAL	ALUMINUM	ALUMINUM	STEEL
FINISH	WHITE	WHITE	WHITE
DAMPER	OPPOSED BLADE	OPPOSED BLADE	OPPOSED BLADE
MANUFACTURER	PRICE	PRICE	PRICE
MODEL	AHCD2	620	96FH
NOTES	ALL	ALL	ALL

NOTES:
1. PROVIDE FRAMES/FLANGES AS REQUIRED FOR CEILING/WALL CONSTRUCTION AND AS SELECTED BY ARCHITECT.
2. AIR DEVICE TO BE SELECTED AT A MAXIMUM NOISE CRITERIA OF 25 NC.

FAN SCHEDULE		
FAN TAG	-	EF-1.1, 1.2, 1.3, 2.1, AND 2.2
SERVICE TYPE	-	EXHAUST AIR
AIR FLOW	CFM	100
EXTERNAL STATIC PRESSURE	IN WG	0.5
FAN TYPE	-	CEILING
DRIVE TYPE	-	DIRECT
MOTOR	WATTS	66.9
SPEED	RPM	1,014
SOUND	SONES	2.5
VOLTAGE	V/PH/HZ	120/1/60
WEIGHT	LBS	16
MANUFACTURER	-	COOK
MODEL	-	GC-188
NOTES	-	ALL

NOTES:
1. DISCONNET PROVIDED BY ELECTRICAL CONTRACTOR.
2. PROVIDE WHITE ALUMINUM GRILLE.
3. PROVIDE BACKDRAFT DAMPER.
4. PROVIDE SOLID STATE SPEED CONTROLLER.
5. INTERLOCK WITH LIGHTS. TEN MINUTE TIME DELAY SWITCH PROVIDED BY ELECTRICAL CONTRACTOR.

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Palace Partner LLC

PALACE RENOVATION

410 W Main Street, Leesburg, Florida, 34748

JOB NUMBER: 2204

ISSUE DATE: 05.06.2022

DRAWN BY: MC/MAC

REVISIONS:

SHEET TITLE: MECHANICAL SCHEDULES AND DETAILS

SHEET NUMBER: M5.0

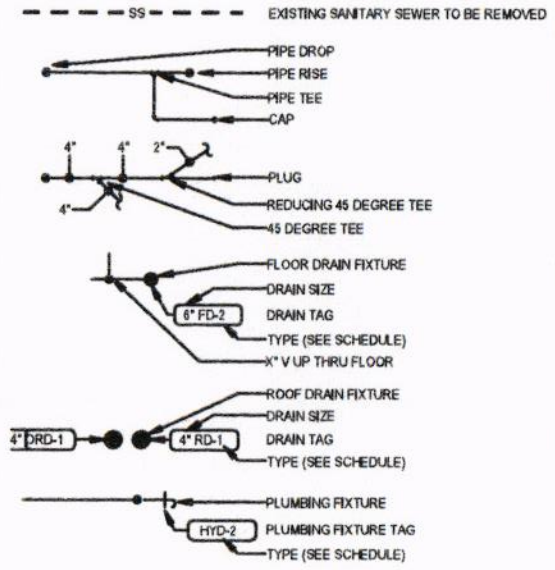
M:\PROJECTS\220320 BEACON COLLEGE PALACE\DRAWINGS\220320 PLUMBING NON PLAN SHEETS.DWG | Mike | May 05,2022 - 4:00pm

PLUMBING ABBREVIATIONS

ABV	ABOVE
ACOUS	ACOUSTICAL
ADD	ADDENDUM
ADDL	ADDITIONAL
AFF	ABOVE FINISHED FLOOR
ALT	ALTERNATE
ALUM	ALUMINUM
AP	ACCESS PANEL
APPROX	APPROXIMATE
ARCH	ARCHITECT/ARCHITECTURAL
AUTO	AUTOMATIC
BFF	BELOW FINISHED FLOOR
BLDG	BUILDING
BTU	BRITISH THERMAL UNITS
CAP	CAPACITY
CLG	CEILING
CO	CLEAN OUT
COL	COLUMN
COMB	COMBINATION
CONC	CONCRETE
COND	CONDENSATE
CONN	CONNECT
CONST	CONSTRUCTION
CONTR	CONTRACT/CONTRACTOR
COORD	COORDINATE
CTR	CENTER
CV	CHECK VALVE
CW	COLD WATER
CW	CLOCKWISE
DET	DETAIL
DIA	DIAMETER
DIV	DIVISION
DN	DOWN
DBP	DOMESTIC WATER BOOSTER PUMP
DWG	DRAWING
EA	EACH
ELEC	ELECTRICAL
ELEV	ELEVATION
EQ	EQUAL
EQUIP	EQUIPMENT
EXIST	EXISTING
EXP	EXPANSION
EXPJT	EXPANSION JOINT
EXT	EXTERIOR
FCO	FLOOR CLEAN OUT
FD	FLOOR DRAIN
FL	FLOOR
FLG	FLANGE
FS	FLOOR SINK
FT	FOOT/FEET
FUT	FUTURE
GA	GAGE/GAUGE
GC	GENERAL CONTRACTOR
GENL	GENERAL
GPH	GALLONS PER MINUTE
HB	HOSE BIB
HD	HEAD
HORZ	HORIZONTAL
HP	HORSE POWER
HTG	HEATING
HW	HOT WATER
HYD	HYDRANT
ID	INDIRECT
IN	INCH
INSUL	INSULATION
INT	INTERIOR
INV	INVERT
JT	JOINT
LB	POUND
LB/HR	POUNDS PER HOUR
LF	LINEAL FOOT
LOC	LOCATION
MAN	MANUAL
MATL	MATERIAL
MAV	MANUAL AIR VENT
MAX	MAXIMUM
MBH	ONE THOUSAND BTU PER HOUR
MECH	MECHANICAL
MFR	MANUFACTURER
MIN	MINIMUM
MISC	MISCELLANEOUS
MTR	MOTOR
NC	NORMALLY CLOSED
NIC	NOT IN CONTRACT
NO	NUMBER
NO	NORMALLY OPEN
NOM	NOMINAL
NTS	NOT TO SCALE
O	OXYGEN
OF	OVERFLOW
OPNG	OPENING
ORD	OVERFLOW ROOF DRAIN
PD	PRESSURE DROP
PLBG	PLUMBING
PRESS	PRESSURE
PRV	PRESSURE REDUCING VALVE
PSI	POUNDS PER SQUARE INCH
PSIG	POUNDS PER SQUARE INCH GAUGE
RD	ROOF DRAIN
REC	RECESSED
RED	REDUCER
REQD	REQUIRED
RM	ROOM
RPM	REVOLUTIONS PER MINUTE
RW	RAIN WATER
SF	SQUARE FOOT
SAN	SANITARY
SCHED	SCHEDULE
SECT	SECTION
SF	SQUARE FOOT
SHT	SHEET
SIM	SIMILAR
SLV	SLEEVE
SM	SURFACE MOUNT
SPEC	SPECIFICATION
SQ	SQUARE
STD	STANDARD
STRUCT	STRUCTURAL
SUCT	SUCTION
SUSP	SUSPENDED
TDR	TRENCH DRAIN
TEMP	TEMPERATURE
TYP	TYPICAL
UG	UNDERGROUND
VC	VACUUM
VEL	VELOCITY
VERT	VERTICAL
VOL	VOLUME
VTR	VENT THROUGH ROOF
W	WASTE
WCO	WALL CLEAN OUT
WH	WALL HYDRANT

PLUMBING SYMBOLS

Symbol	Description
△	REVISION NUMBER - SHOWN ON PLANS
(circle)	NUMBER OF DETAIL ON SHEET / NUMBER OF SHEET WHERE DETAIL APPEARS
(hexagon) 1	KEYNOTE
~	CONTINUATION SYMBOL
Room 1	ROOM NAME AND NUMBER
— 2" —	PIPE SIZE TAG (DIAMETER)
———	ABOVE GROUND PIPING
1/8" / 12" SLOPE	PIPE SLOPE TAG
- - -	BELOW GROUND PIPING
INV. ELEV.-5' - 1"	PIPE INVERT ELEVATION TAG
— CD —	CONDENSATE DRAINAGE
— CW —	DOMESTIC COLD WATER
— F-CW —	DOMESTIC COLD WATER-FILTERED
— H-CW —	DOMESTIC COLD WATER-HARD
— S-CW —	DOMESTIC COLD WATER-SOFT
— HW —	DOMESTIC HOT WATER
— HW 140° —	DOMESTIC HOT WATER 140°
— CHW —	DOMESTIC HOT WATER-CIRCULATING
— CHW 140° —	DOMESTIC HOT WATER-CIRCULATING 140°
— V —	SANITARY VENT
— V —	EXISTING SANITARY VENT
— V —	EXISTING SANITARY VENT TO BE REMOVED
— SS —	SANITARY SEWER
— SS —	SANITARY SEWER BELOW SLAB
— SS —	EXISTING SANITARY SEWER
— SS —	EXISTING SANITARY SEWER BELOW SLAB
— SS —	EXISTING SANITARY SEWER TO BE REMOVED



Symbol	Description
(valve symbol)	DOMESTIC WATER METER
(valve symbol)	FLOW MEASURING AND BALANCING DEVICE
(valve symbol)	BALL VALVE
(valve symbol)	CHECK VALVE
(valve symbol)	THREE WAY VALVE
(valve symbol)	PRESSURE REDUCING VALVE
(valve symbol)	BUTTERFLY VALVE

PLUMBING GENERAL NOTES

1. NO EXCLUSIONS FROM OR LIMITATIONS IN THE LANGUAGE USED IN THE CONTRACT DOCUMENTS TO BE INTERPRETED AS MEANING THAT THE EQUIPMENT, APPURTENANCES, AND/OR ACCESSORIES NECESSARY FOR A COMPLETE AND OPERATIONAL SYSTEM ARE NOT TO BE PROVIDED AS REQUIRED. THE SEPARATE DIVISIONAL CONTRACT DOCUMENTS DO NOT RELIEVE THE CONTRACTOR FROM THE RESPONSIBILITY TO PROVIDE THE WORK WHICH IS INDICATED ON ANY OF THE DIVISIONAL CONTRACT DOCUMENTS. REVIEW AND COORDINATE THE SCOPE OF WORK WITH ALL DOCUMENTS AND TRADES TO ASSURE A COMPLETE AND FUNCTIONAL SYSTEM IS BID AND INSTALLED.
2. NOT USED.
3. THE CONTRACTOR IS TO OBTAIN AND PAY FOR ALL PERMITS, FEES, AND INSPECTIONS REQUIRED TO COMMENCE AND COMPLETE PLUMBING WORK.
4. SUBMIT FULL SUBMITTALS OF ALL PLUMBING EQUIPMENT AND MATERIALS TO THE ENGINEER FOR REVIEW, WHETHER IT IS EXACTLY AS SPECIFIED OR NOT. WHERE ALTERNATE MANUFACTURERS ARE LISTED IN THE BOOK SPECIFICATIONS, ONE OF THOSE MANUFACTURERS WILL BE PROVIDED UNLESS A REQUEST FOR SUBSTITUTION HAS BEEN SUBMITTED PRIOR TO BID AND THE MANUFACTURER SUBSEQUENTLY IS LISTED AS AN ACCEPTABLE MANUFACTURER IN AN ADDENDUM. FOR ALL EQUIPMENT WHICH HAS BEEN SCHEDULED DIRECTLY ON THE DESIGN DRAWINGS, PROVIDE WITHIN THE SUBMITTAL A PERFORMANCE SCHEDULE FOR THE PROPOSED EQUIPMENT IN THE SAME FORMAT AS INCLUDED ON THE DRAWINGS. FAILURE TO PROVIDE REQUIRED PERFORMANCE SCHEDULE WILL RESULT IN REJECTION OF THE ENTIRE SUBMITTAL.
5. BIND COMPLETE SUBMITTALS IN A THREE RING BINDER(S) WITH A TITLE SHEET AND IDENTIFICATION ON FRONT AND SIDE OF THE BINDER. CONTACT ENGINEER FOR PRIOR APPROVAL TO SUBMIT PDF EMAILED SUBMITTALS. SUBMIT ALL PLUMBING PRODUCTS SUBMITTALS ALL AT ONE TIME. PARTIAL SUBMITTALS WILL NOT BE ACCEPTED FOR REVIEW AND APPROVAL. INDEX ALL ITEMS AS APPLICABLE. SUBMITTALS THAT DEVIATE FROM THE REQUIREMENTS OF THE CONTRACT DOCUMENTS WILL LIST ALL DIFFERENCES IN A COVER LETTER ATTACHED TO FRONT OF THE SUBMITTAL. ANY UNLISTED DEVIATIONS FOUND DURING REVIEW WILL RESULT IN THE REJECTION OF THE ENTIRE SUBMITTAL. FOR ITEMS REVIEWED AND MARKED "REJECTED" OR "REVISE AND RESUBMIT", ONLY ONE ADDITIONAL RE-SUBMITTAL WILL BE REVIEWED TO VERIFY PRODUCT COMPLIANCE WITH THE CONTRACT DOCUMENTS. SHOULD FURTHER SUBMITTALS BE REQUIRED BY THE ENGINEER TO VERIFY THE SUBMITTAL WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS, THE HOURLY RATE OF $150.00 WILL BE BILLED TO THE CONTRACTOR FOR THE ENGINEER'S TIME SPENT ON THE REVIEW.
6. THE CONTRACT DOCUMENTS AND SUBMITTALS OF ALL TRADES WILL BE COORDINATED AND BE VIEWED IN CONNECTION AND CONJUNCTION WITH EACH OTHER TO INSURE THE PROPER LOCATION AND INSTALLATION OF ALL DEVICES AND EQUIPMENT. MAKE PARTICULAR NOTE OF LOCATIONS AND DIMENSIONS SHOWN ON THE ARCHITECTURAL FLOOR PLANS AND ELEVATIONS.
7. PLUMBING DRAWINGS INDICATE THE SCHEMATIC LAYOUT AND LOCATION OF THE PLUMBING SYSTEM COMPONENTS. UNLESS SPECIFIC DIMENSIONS ARE NOTED, THE ACTUAL LOCATION OF THESE COMPONENTS WILL BE DETERMINED IN THE FIELD BY THE CONTRACTOR IN COORDINATION WITH THE WORK OF OTHER TRADES. THE USE OF MANUFACTURER'S SUBMITTALS, AND SIMILAR CERTIFIED DATA.
8. THE SCHEDULING OF ALL WORK AND SHUTDOWNS OF ALL EXISTING SERVICES WILL BE COORDINATED WITH THE OWNER TO THEIR SATISFACTION. THE OWNER RESERVES THE RIGHT TO DENY THE USE OF ANY TOOLS DUE TO NOISE.
9. ALL PLUMBING EQUIPMENT INSTALLED OUTDOORS WILL BE SECURED TO ITS SUPPORT AS DETAILED BY THE STRUCTURAL ENGINEER FOR THE REQUIRED WIND LOAD DESIGN.
10. ALL EXTERIOR EXPOSED MATERIALS WILL BE CONSTRUCTED OF NON-FERROUS MATERIALS AND BE PAINTED WITH TWO COATS OF RUST INHIBITOR PAINT.
11. INSTALL AND TEST ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS AND RECOMMENDATIONS. MAINTAIN ADEQUATE SERVICE SPACE AS REQUIRED. SERVICE SPACE WILL BE CLEAR OF DUCTS, PIPES, CONDUITS, WALL STUDS, CEILING HANGERS, AND ANY OTHER CONSTRUCTION APPURTENANCE.
12. CONTRACTOR WILL COORDINATE AND PROVIDE ALL CEILING/FLOOR/WALL ACCESS PANELS THAT MAY BE REQUIRED FOR THE INSTALLATION, INSPECTION, AND SERVICE OF PLUMBING EQUIPMENT WHETHER OR NOT IT IS SHOWN. ACCESS PANELS TO BE SELECTED BY THE ARCHITECT.
13. ALL PLUMBING EQUIPMENT WILL BE LABELED WITH ENGRAVED, LAMINATED, PLASTIC SIGNS. SIGNS WILL BE 1/8" THICK AND A MINIMUM OF 1-3/4" HIGH WITH 1" HIGH LETTERS. LENGTH OF THE SIGN WILL BE THE SUM OF THE LETTERS/NUMBERS PLUS 3/4" ON EACH END. EXTERIOR SIGNS WILL BE UV RATED, DESIGNATED AND MANUFACTURED TO BE EXPOSED TO THE ELEMENTS.
14. AT PROJECT COMPLETION, THE CONTRACTOR WILL PROVIDE A MINIMUM OF 4 HOURS OF TRAINING ON THE OPERATION AND MAINTENANCE OF THE PLUMBING EQUIPMENT.
15. CONTRACTOR WILL PROVIDE A ONE YEAR WARRANTY ON PARTS AND LABOR FROM THE DATE OF SUBSTANTIAL COMPLETION.
16. FOR SEALING OF PIPE PENETRATION THROUGH FIRE RATED WALLS, REFER TO ARCHITECTURAL CONTRACT DOCUMENTS. ALL RATED WALL PENETRATIONS WILL BE SEALED USING APPROVED UL DETAILS.
17. PROVIDE ADDITIONAL PIPING SUPPORTS ON BOTH SIDES AND WITHIN 18" OF FIRE RATED WALLS. PIPING WILL NOT BE SUPPORTED FROM ANY FIRE RATED WALL.
18. ALL PIPING MUST BE INSTALLED 6" AWAY FROM ANY FIRE RATED WALL.
19. ALL RATED WALL PENETRATIONS WILL BE MADE AT A 90° ANGLE.
20. HANGERS, ANCHORS AND SUPPORTS WILL SUPPORT THE PIPING AND THE CONTENTS OF THE PIPING. HANGERS AND STRAPPING MATERIALS IS TO BE OF APPROVED MATERIALS THAT WILL NOT PROMOTE GALVANIC ACTION. PROVIDE PIPE SADDLES BELOW INSULATED PIPES.
21. HANGERS AND ANCHORS IS TO BE ATTACHED TO THE BUILDING CONSTRUCTION IN AN APPROVED MANNER.
22. RIGID SUPPORT SWAY BRACING IS TO BE PROVIDED AT CHANGES IN DIRECTION GREATER THAN 45° FOR PIPE SIZES 4" AND LARGER.
23. ANCHORAGE IS TO BE PROVIDED TO RESTRAIN DRAINAGE PIPING FROM AXIAL MOVEMENT. FOR PIPE SIZES GREATER THAN 4", RESTRAINTS IS TO BE PROVIDED FOR DRAIN PIPES AT ALL CHANGES IN DIRECTION AND AT ALL CHANGES IN DIAMETER GREATER THAN TWO PIPE SIZES. BRACES, BLOCKS, RODDING AND OTHER SUITABLE METHODS AS SPECIFIED BY THE COUPLING MANUFACTURER IS TO BE UTILIZED.
24. PROVIDE ALL OFFSETS AND FITTINGS REQUIRED FOR A FULLY FUNCTIONAL SYSTEM. MAKE CONNECTION TO SITE UTILITIES. COORDINATE WITH SITE UTILITY CONTRACTOR AS REQUIRED.
25. CONCEAL PIPING ABOVE CEILING, WITHIN WALL OR CHASES EXCEPT IN MECHANICAL ROOMS OR AS SPECIFICALLY NOTED.
26. PROVIDE AN AIR GAP WHEN WASTE CONNECTION IS REQUIRED TO BE INDIRECT, SERVICING INDIVIDUAL FIXTURES, DEVICES, APPLIANCES AND APPARATUS.
27. ALL EXPOSED PIPE AND FITTINGS IN FINISHED AREAS IS TO BE CHROME PLATED. IF PIPING IS NOT AVAILABLE CHROME PLATED, PIPING IS TO BE PAINTED WITH CHROME COLORED PAINT.
28. PROVIDE CLEANOUTS IN ACCORDANCE WITH THE FLORIDA BUILDING CODE - PLUMBING. INSTALL CLEANOUT WITH COVER FLUSH TO FINISH SURFACE. WHEN OUTDOORS, PROVIDE CONCRETE ADJACENT TO CLEANOUT AS SHOWN ON THE DETAIL ON THE DRAWINGS. PROVIDE CLEANOUTS IN VERTICAL RISERS A MINIMUM OF EVERY THREE FLOORS.
29. COORDINATE PIPING WITH ALL ELECTRICAL EQUIPMENT (PANELS, TRANSFORMERS, ETC.) PRIOR TO ANY INSTALLATION. DO NOT ROUTE ANY PIPING OVER ANY ELECTRICAL DEVICES. PROVIDE INSULATED DRAIN PAN UNDER PIPING WHERE ABSOLUTELY NOT POSSIBLE TO AVOID.
30. ALL WALL MOUNTED LAVATORIES IS TO BE ATTACHED TO FLOOR MOUNTED CARRIERS DESIGNED TO WITHSTAND A VERTICAL LOAD OF 250 POUNDS ON THE FRONT OF FIXTURE. ALL WALL HUNG WATER CLOSET BOWLS IS TO BE SUPPORTED BY A CONCEALED METAL CARRIER THAT IS ATTACHED TO THE BUILDING STRUCTURAL MEMBERS. THE CARRIER IS TO CONFORM TO ASME A112.6.1M OR ASME 112.6.2.A. WALL HUNG WATER CLOSET MUST BE CAPABLE OF SUPPORTING A LOAD OF 500 POUNDS AT THE END OF THE WATER CLOSET. ALL WALL HUNG URINALS IS TO BE SUPPORTED BY A CONCEALED METAL CARRIER THAT TRANSFERS THE WEIGHT OF THE URINAL TO THE FLOOR.
31. PROVIDE SANITARY WASTE, VENT, DOMESTIC WATER, ETC. ROUGH-IN AND MAKE FINAL CONNECTIONS (TO INCLUDE PROVIDING ALL NECESSARY RELATED STOPS, VALVES, TRAPS, ETC. AND MAKE READY TO USE) TO ALL EQUIPMENT, WHETHER FURNISHED BY THIS CONTRACTOR OR FURNISHED BY OTHERS.
32. SECURE THE BASE OF ALL WATER COOLERS TO THE WALL. CAULK ALONG TOP OF WATER COOLER TO WALL.
33. FOLLOW ADA GUIDELINES FOR ACCESSIBILITY TO PLACES OF PUBLIC ACCOMMODATION AND COMMERCIAL FACILITIES BY INDIVIDUALS WITH DISABILITIES. THESE GUIDELINES ARE TO BE APPLIED DURING DESIGN, CONSTRUCTION AND ALTERATION OF SUCH BUILDING AND FACILITIES TO THE EXTENT REQUIRED BY REGULATIONS ISSUED BY FEDERAL AGENCIES, INCLUDING THE DEPARTMENT OF JUSTICE, UNDER THE AMERICANS WITH DISABILITIES ACT (ADA), LATEST EDITION.
34. THE LOCATIONS OF ALL CLEANOUTS, VALVES, GAUGES, ETC. IS TO BE LOCATED FOR ACCESS AND/OR SERVICE IN REFERENCE TO THE FINISHED BUILDING. WALL CLEANOUT IS TO BE 18" A.F.F. AND FLOOR CLEANOUTS IS TO BE LOCATED WITHIN 12" OF AN ADJACENT WALL.
35. WHERE PLUMBING SERVICES ARE REQUIRED FOR EQUIPMENT FURNISHED UNDER OTHER TRADES OR PROVIDED BY THE OWNER (OFCI), THE CONTRACTOR WILL DETERMINE ACCURATE ROUGHING REQUIREMENTS IN ADVANCE OF WORK, SET EQUIPMENT IN PLACE AND MAKE NECESSARY SERVICE CONNECTIONS. PROVIDE ACCESSORIES AS REQUIRED.
36. REFER TO ARCHITECTURAL DRAWINGS FOR EXACT LOCATION AND ROUGHING DIMENSIONS OF ALL PLUMBING FIXTURES, DRAINS, ETC.
37. TOILET & LAVATORIES: PROVIDE SUPPLY LINE.
38. LAVATORIES & SINK TRAPS: PROVIDE 17 GUAGE, CHROME PLATED BRASS WITH WALL FLANGE AND NO CLEANOUT.
39. ALL EXTERIOR EXPOSED PIPING HANGERS TO BE STAINLESS STEEL.
40. DIELECTRIC UNIONS WILL BE INSTALLED AT ALL CONNECTIONS OF DISSIMILAR METALS (SUCH AS COPPER TO GALVANIZED
41. ALL VENT PENETRATIONS THROUGH THE ROOF IS TO BE LOCATED A MINIMUM OF 10'-0" FROM ALL FRESH AIR INTAKES, DOORS, WINDOWS AND OTHER BUILDING OPENINGS. WHERE POSSIBLE, EXTEND VENT PIPE TO THE BACK SIDE OF BUILDINGS WITH SLOPED ROOFS.
42. STORM, SANITARY, AND VENT PIPING TO BE PVC WITH GLUED FITTINGS.
43. WATER PIPING TO BE CPVC WITH GLUED FITTINGS.
44. INSULATE ALL DOMESTIC HOT WATER AND HOT WATER RECIRCULATION PIPING WITH FIBERGLASS WITH "ASJ" VAPOR BARRIER JACKET AND 25/50 FIRE/SMOKE RATING; ½" FOR ½" PIPE, 1" FOR 1" PIPE. 2.5" FOR LARGER THAN 1-1/2" PIPE.
45. PROVIDE VALVES WHERE INDICATED ON PLAN AND NECESSARY FOR PROPER SYSTEM OPERATION AND COMPONENT ISOLATION. PROVIDE VALVES RATED FOR 125 PSI OR GREATER WORKING PRESSURE IN WATER PIPING. PROVIDE FULL PORT BALL VALVES OR BUTTERFLY VALVES. BALL VALVES: NIBCO S-585-70; CHECK VALVES: NIBCO S-413; DRAIN VALVES: NIBCO S-585-70-HC; BALANCING VALVES: NIBCO S-1710.
46. VERIFY SIZES, LOCATION, INVERTS AND ELEVATIONS PRIOR TO INSTALLING ANY PIPING.
47. COORDINATE ELECTRICAL CHARACTERISTICS AND REQUIREMENTS OF ALL PLUMBING EQUIPMENT WITH THE ELECTRICAL DRAWINGS AND FURNISH EQUIPMENT WIRED FOR THE VOLTAGE SHOWN HEREIN. PROVIDE STATEMENT INDICATING THIS HAS OCCURRED WITH THE SHOP DRAWING SUBMITTALS.
48. SLOPE ALL STORM AND SANITARY PIPING 8" AND LARGER AT A MINIMUM SLOPE OF 1/16" PER FOOT. SLOPE ALL SANITARY PIPING 3" TO 6" AT A MINIMUM SLOPE OF 1/8" PER FOOT. ALL SANITARY PIPING 2-1/2" AND SMALLER TO BE SLOPED AT A MINIMUM OF 1/4" PER FOOT.
49. ALL EXPOSED PIPING UNDER ACCESSIBLE LAVATORIES TO BE INSULATED WITH PROTECTIVE UNDER-SINK PIPE COVERS AND PLUMBING ENCLOSURES AS MANUFACTURED BY TRUEBRO.
50. ALL SANITARY, VENT AND WATER PIPING IS TO BE TESTED BEFORE BEING CONCEALED IN ANY WAY. ALL JOINTS IS TO BE MADE DRIP TIGHT BEFORE BEING CONCEALED. DOMESTIC WATER PIPING TO BE TESTED AT 1-1/2 TIMES OPERATING PRESSURE OR 100 PSI, WHICHEVER IS GREATER.
51. DISINFECT POTABLE WATER SYSTEM PER THE FLORIDA BUILDING CODE. PROVIDE DOCUMENTATION IN THE CLOSE OUT DOCUMENTS.

PLUMBING CODE CRITERIA

THE FOLLOWING IS A LIST OF ALL CODES ADOPTED DECEMBER 31, 2020 BY THE STATE FIRE MARSHALL'S RULE 69A3.012 F.A.C.:

- FLORIDA BUILDING CODE 7TH EDITION (2020) - ALL SECTIONS
- FLORIDA ENERGY EFFICIENCY CODE (FBC 2020, FLORIDA ENERGY CODE SOFTWARE: ENERGYGAUGE SUMMIT VERSION 7.00
- FLORIDA FIRE PREVENTION CODE 7TH EDITION (2020)

69A-3.012 STANDARDS OF THE NATIONAL FIRE PROTECTION ASSOCIATION ADOPTED.
(1) EXCEPT AS SPECIFICALLY MODIFIED BY STATUTE OR BY THE STATE FIRE MARSHAL'S RULES, THE "FLORIDA FIRE PREVENTION CODE, 7TH EDITION (2020)," WHICH IS COMPRISED OF THE FLORIDA SPECIFIC EDITION OF NFPA 101, THE LIFE SAFETY CODE (2018 EDITION) AND THE FLORIDA SPECIFIC EDITION OF NFPA 1, THE FIRE CODE (2018 EDITION), ARE HEREBY ADOPTED AND INCORPORATED BY REFERENCE AND ARE APPLICABLE TO THOSE BUILDINGS AND STRUCTURES SPECIFIED IN PARAGRAPHS (A) AND (B) OF SUBSECTION (1) OF SECTION 633.206, F.S. IN ADDITION, THE FOLLOWING STANDARDS, EXCEPT AS SPECIFICALLY MODIFIED IN THE RULE CHAPTERS IN RULE TITLE 69A, ARE HEREBY ADOPTED AND INCORPORATED BY REFERENCE AND WILL TAKE EFFECT ON THE EFFECTIVE DATE OF THIS RULE, AS A PART OF THE UNIFORM FIRE SAFETY STANDARDS ADOPTED BY RULE BY THE STATE FIRE MARSHAL AND ARE APPLICABLE TO THOSE BUILDINGS AND STRUCTURES SPECIFIED IN PARAGRAPHS (A) AND (B) OF SUBSECTION (1) OF SECTION 633.206, F.S.:

- NFPA 13, 2016 EDITION, STANDARD FOR THE INSTALLATION OF SPRINKLER SYSTEMS
- NFPA 72, 2016 EDITION, NATIONAL ELECTRIC CODE
- NFPA 101, 2018 EDITION, NATIONAL FIRE ALARM AND SIGNALING CODE

OTHER:

- AMERICAN SOCIETY OF PLUMBING ENGINEERS (ASPE) STANDARDS
- LOCAL CODES AND ORDINANCES

NOTE: TO THE BEST OF THE ENGINEER'S KNOWLEDGE, THESE PLUMBING DESIGN DRAWINGS COMPLY WITH THE ABOVE CODE CRITERIA. WHEN TWO OR MORE CODES OR STANDARDS ARE IN CONFLICT, THE MORE STRINGENT WILL APPLY.

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SHEET TITLE: PLUMBING GENERAL NOTES
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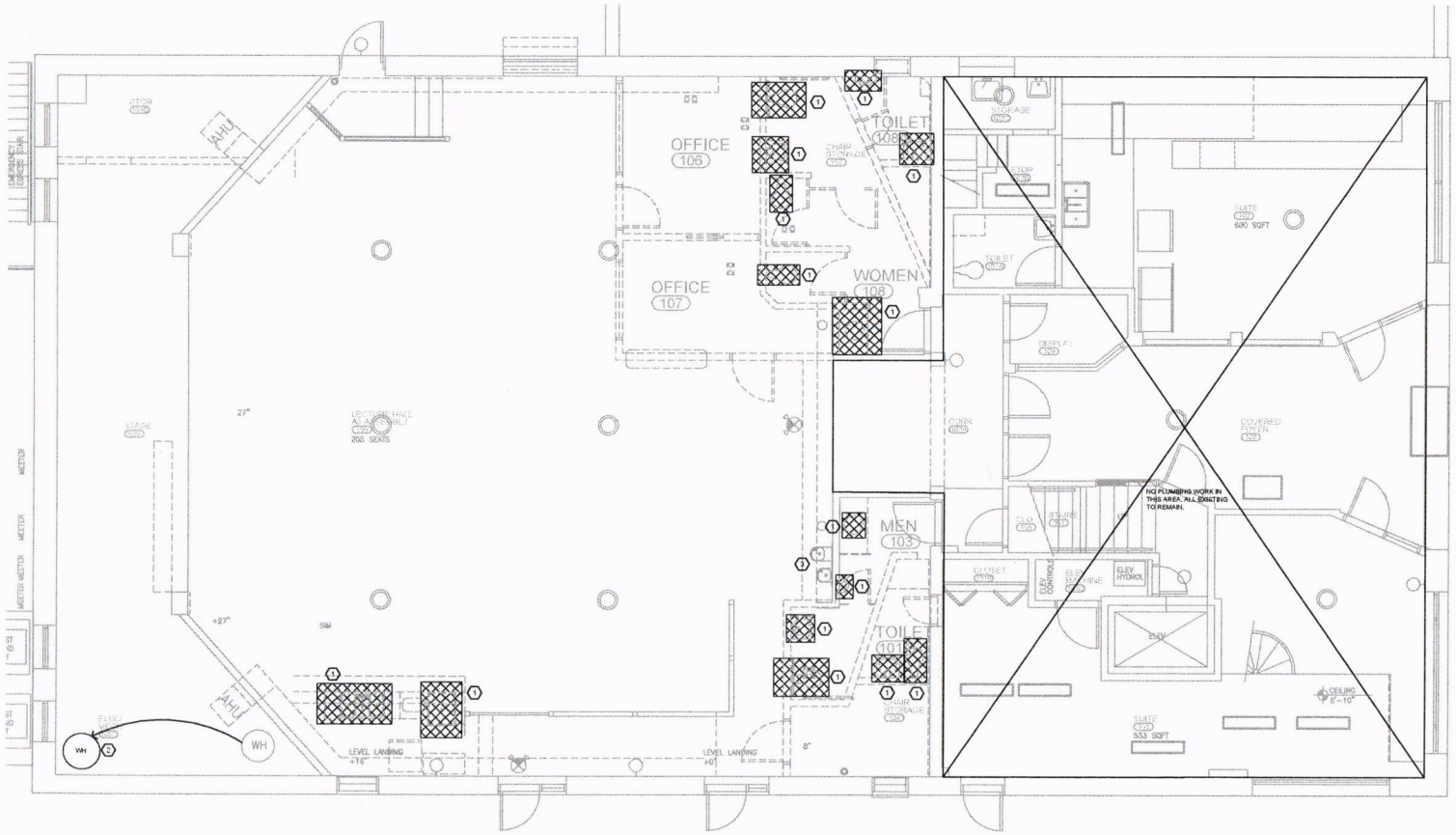

N PLUMBING DEMO PLAN FLOOR 1

1/4" = 1'-0"

KEYNOTES

1. REMOVE AND DISPOSE EXISTING PLUMBING FIXTURE AND ALL ASSOCIATED PIPING BACK TO MAIN.
2. RELOCATE EXISTING WATER HEATER TO NEW LOCATION SHOWN. OFFSET AND RECONNECT ALL PIPING AS REQUIRED.
3. EXISTING DRINKING FOUNTAINS TO REMAIN.

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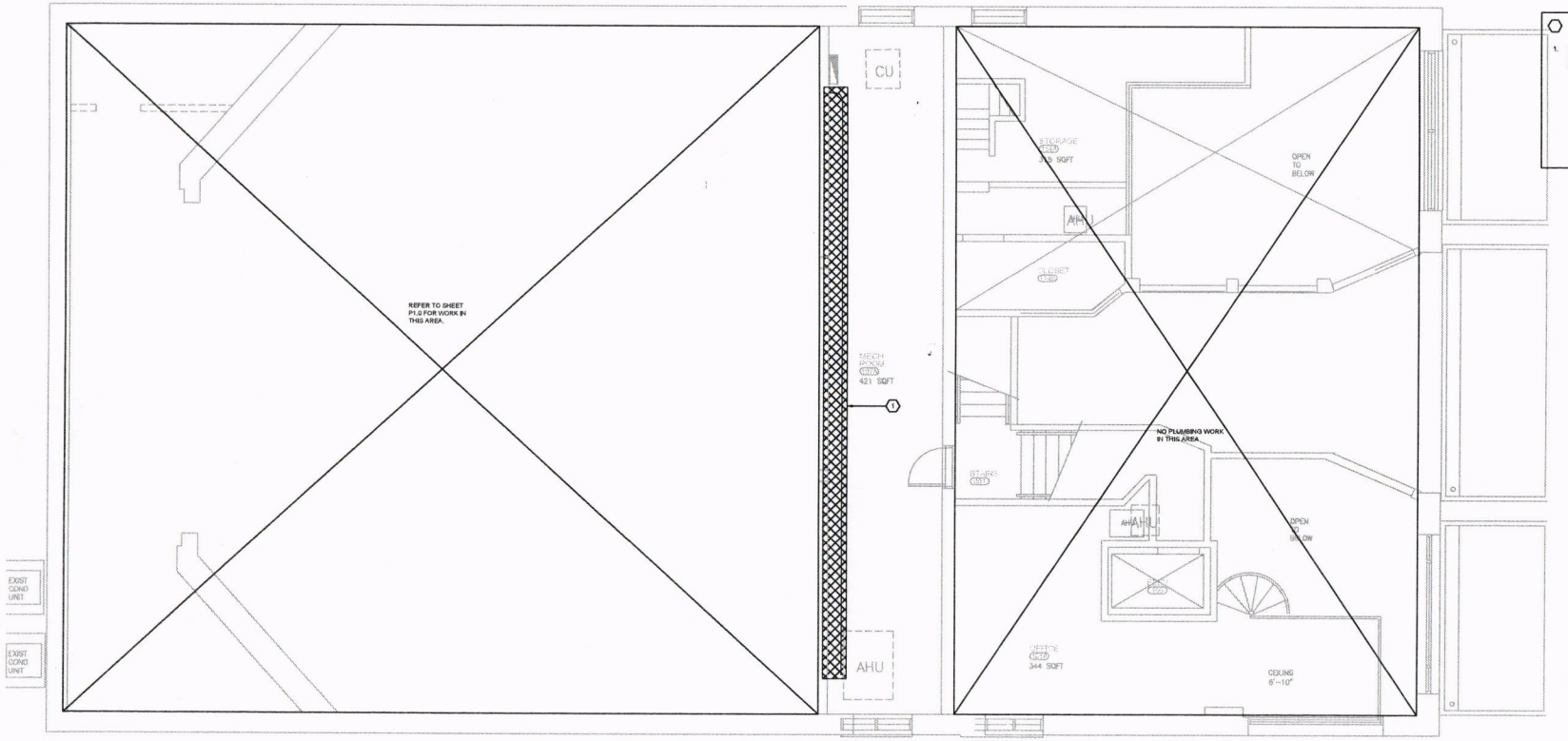

KEYNOTES

1. REMOVE AND DISPOSE EXISTING ABANDONED PLUMBING PIPING RUNNING ALONG FLOOR, CAP PIPING WHERE IT ENTERS WALLS/FLOORS.

N

PLUMBING DEMO PLAN INTERMEDIATE FLOOR

1/4"=1'0"

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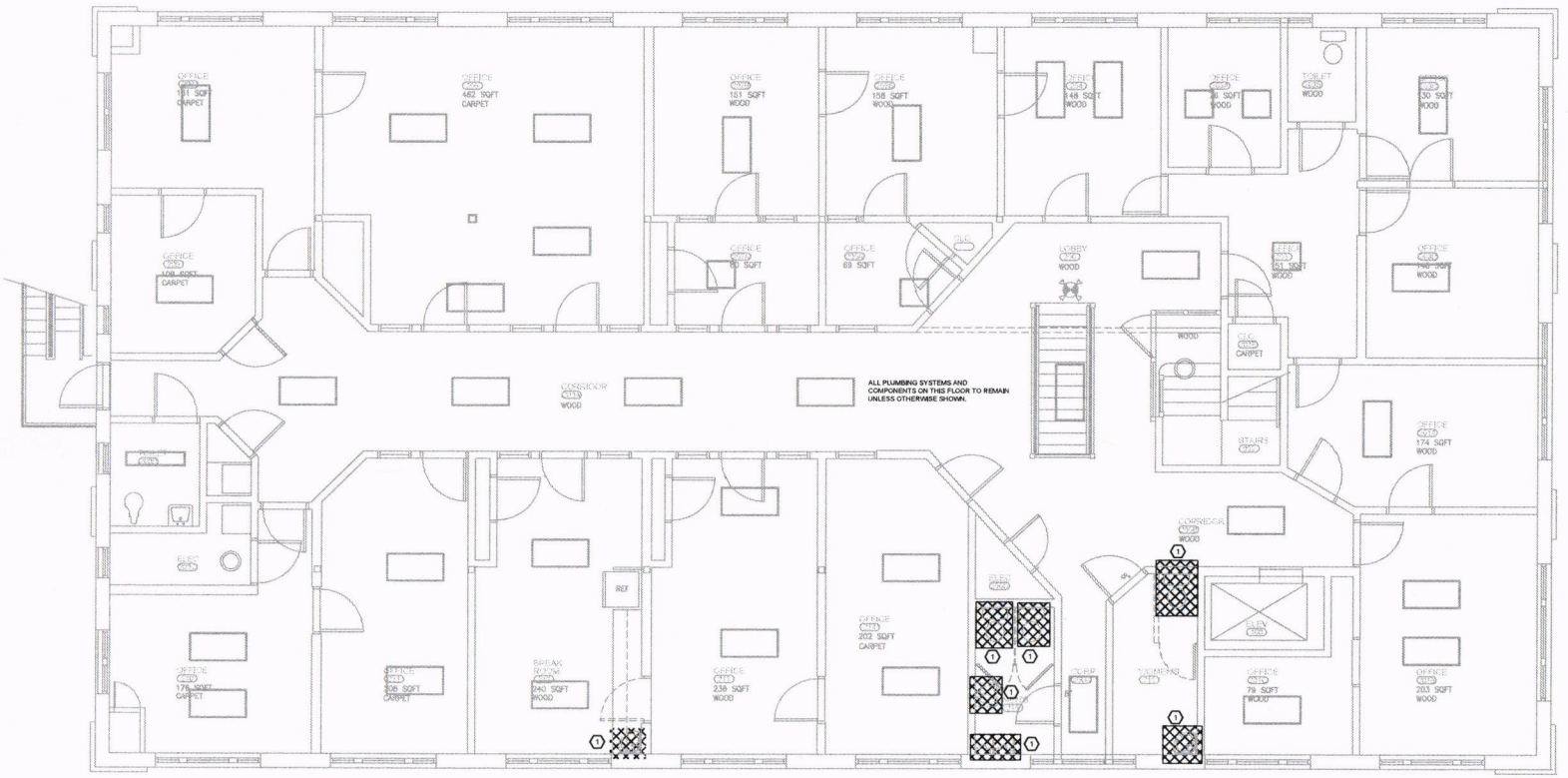

N

PLUMBING DEMO PLAN FLOOR 2

1/4" = 1'-0"

KEYNOTES

1. REMOVE AND DISPOSE EXISTING ABANDONED PLUMBING PIPING RUNNING ALONG FLOOR. CAP PIPING WHERE IT ENTERS WALLS/FLOORS.

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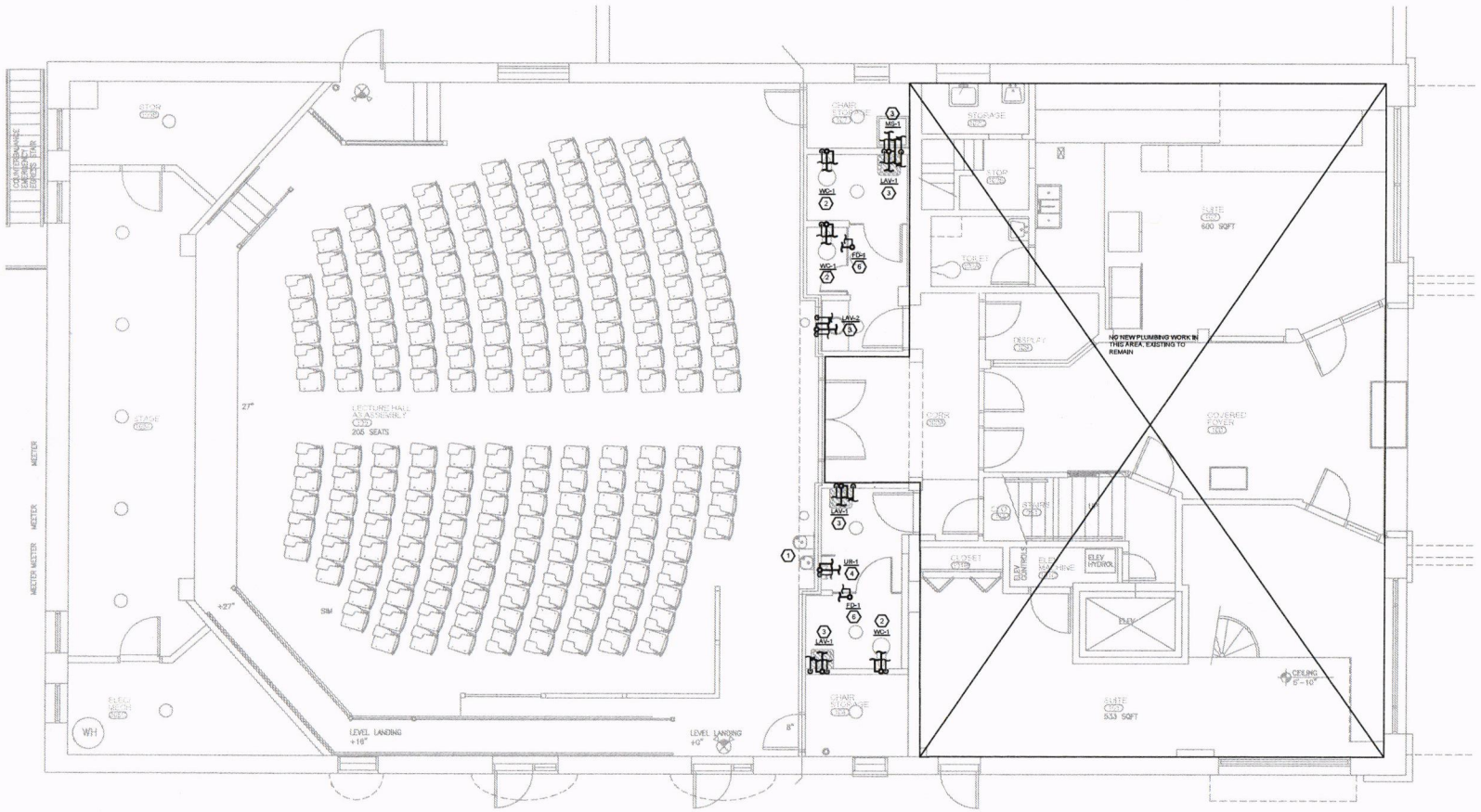
SHEET NUMBER: P1.2



KEYNOTES

1. EXISTING DRINKING FOUNTAIN TO REMAIN. RECONNECT PIPING IF REQUIRED.
2. PROVIDE NEW WATER CLOSET. ROUTE 4" CW, 3"S, AND 2"V TO NEAREST MAINS.
3. PROVIDE NEW LAVATORY. ROUTE 4" CW, 4" HW, 2"S, AND 2"V TO NEAREST MAINS.
4. PROVIDE NEW URINAL. ROUTE 1-1/2"CW, 3"S, AND 2"V TO NEAREST MAINS.
5. PROVIDE NEW MOP SINK. ROUTE 4" CW, 4" HW, 3"S, AND 2"V TO NEAREST MAINS.
6. PROVIDE NEW FLOOR DRAIN WITH TRAP PRIMER AND CONNECT 3"S AND 4"CW TO NEAREST MAINS.

N

PLUMBING RENOVATION LEVEL 1

1/4" = 1'-0"

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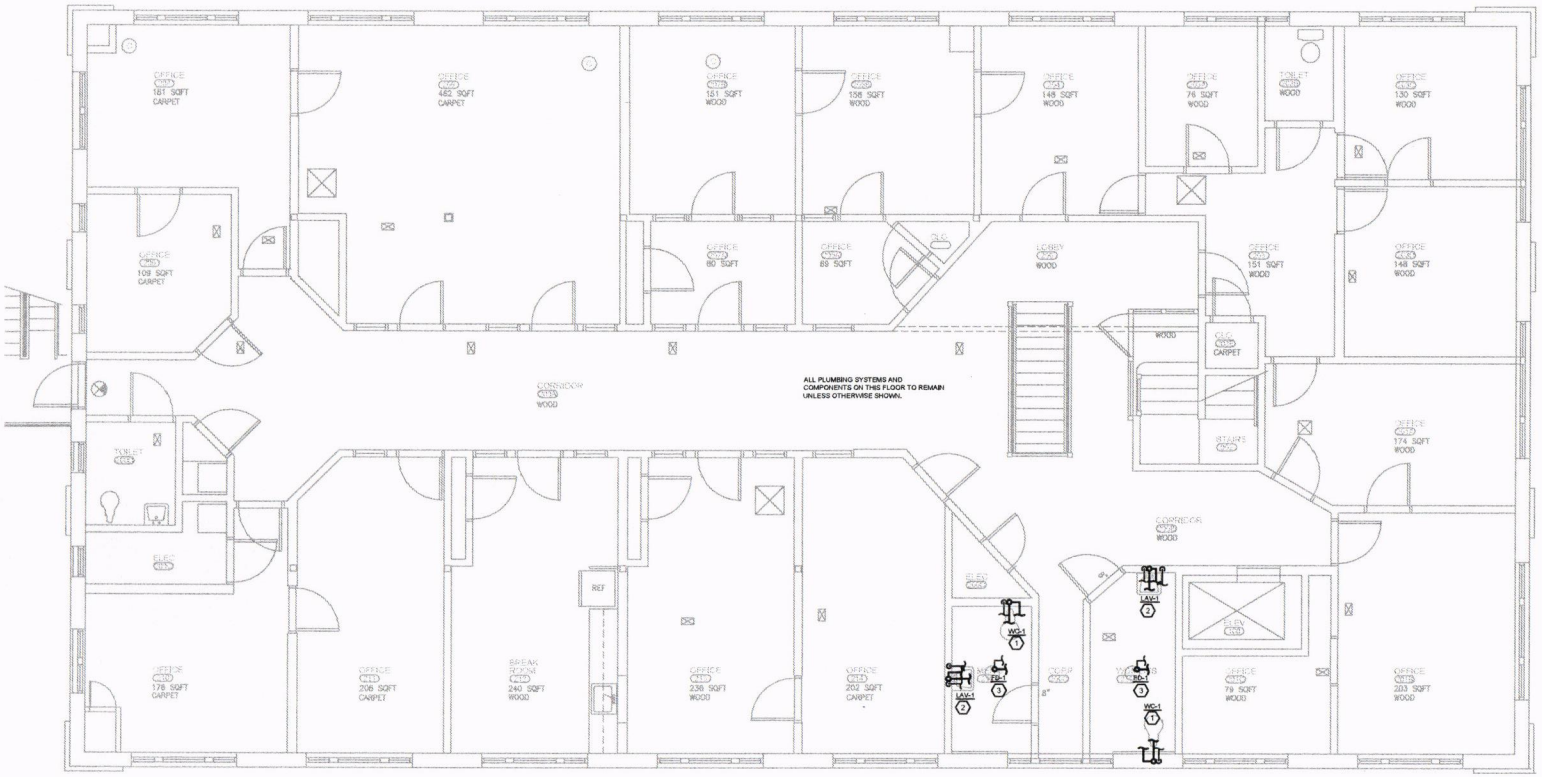

N

PLUMBING RENOVATION FLOOR 2

1/4" = 1'-0"

KEYNOTES

1. PROVIDE NEW WATER CLOSET. ROUTE ¾" CW, 3"S, AND 2"V TO NEAREST MAINS.
2. PROVIDE NEW LAVATORY. ROUTE ½" C/W ½" HW, 2"S, AND 2"V TO NEAREST MAINS.
3. PROVIDE NEW FLOOR DRAIN WITH TRAP PRIMER AND CONNECT 3"S AND ¾"CW TO NEAREST MAINS.

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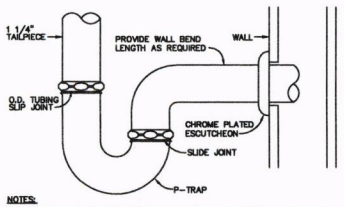
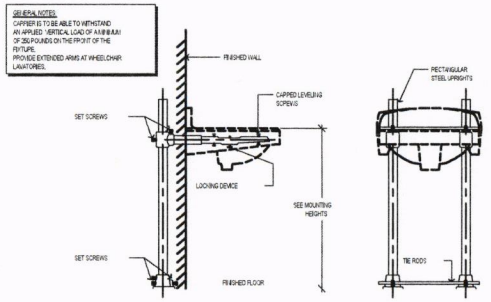
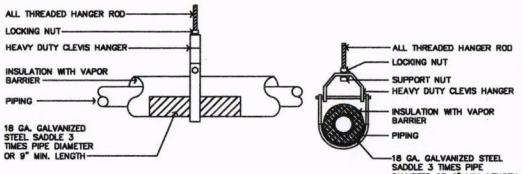


NOTES:
1. THE ENTIRE P-TRAP ASSEMBLY, INCLUDING SLIP JOINT NUTS, IS TO BE 17 GAUGE, HEAVY CAST BRASS WITH A POLISHED CHROME PLATED FINISH. (McGUIRE #8902 1 1/4" x 1 1/2"-17 GA. OR APPROVED EQUAL)
2. FOR BARRIER FREE LAVATORIES, INSTALL 1 1/4" OFFSET TAILPIECE. (McGUIRE #155WC OR APPROVED EQUAL)

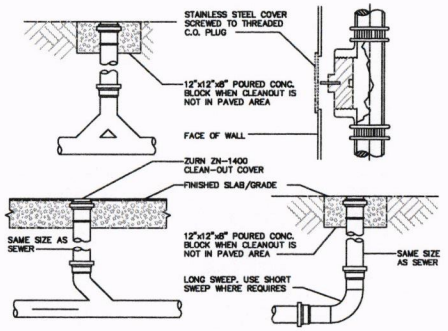
'P'-TRAP
NO SCALE



LAVATORY WALL CARRIER DETAIL
NOT TO SCALE



PIPE HANGER
NO SCALE



CLEAN OUT DETAIL
NO SCALE

PLUMBING FIXTURE SCHEDULE

MARK	DESCRIPTION	WASTE	VENT	CW	HW	MANUFACTURER/MODEL		REMARKS
WC-1	WATER CLOSET LOW CONPSUMPTION ADA	3"	2"	1/2"	-	AMERICAN STANDARD #2437.012 CENTOCO #1600WH	RIM 16.5"	VITREOUS CHINA WATER CLOSET, 1.28 GPF, TANK TYPE, WITH SIPHON ACTION ELONGATED BOWL - ADA HEIGHT. SOLID PLASTIC TOILET SEAT, ELONGATED CLOSED FRONT WITH COVER. PROVIDE BOLTS, CAPS, SUPPLY TUBE & ANGLE STOP VALVE.
L-1	LAVATORY ADA	1-1/2"	1-1/2"	1/2"	1/2"	AMERICAN STANDARD #0321.076 DELTA #520-DST-PPU	RIM 34"	VITREOUS CHINA WALL MOUNT LAVATORY W/ 4" CENTERSET FAUCET HOLES & FRONT OVERFLOW. SINGLE LEVER LAVATORY FAUCET WITH POP-UP DRAIN ASSEMBLY, CHROME FINISH. PROVIDE P-TRAP, SUPPLY TUBES AND ANGLE STOP VALVES.
L-2	LAVATORY	1-1/2"	1-1/2"	1/2"	1/2"	SEE ARCH DWGS KOHLER #K-15182 LINCOLN #LIN103163	INTEGRAL	BY OTHERS - LAVATORY INTEGRATED INTO COUNTERTOP WITH FAUCET HOLES. SINGLE LEVER LAVATORY FAUCET WITH POP-UP DRAIN ASSEMBLY, CHROME FINISH. PROVIDE P-TRAP, SUPPLY TUBES AND ANGLE STOP VALVES. .5 GPM FEMALE AERATOR 55/64" END CONNECTION.
UR-1	URINAL	2"	1-1/2"	3/4"	-	AMERICAN STANDARD #6550.005 ZURN #ZER6003-CP-WS1	RIM 17"	VITREOUS CHINA WALL HUNG URINAL WITH SIPHON JET FLUSH ACTION AND 3/4" TOP SPUD. SENSOR OPERATED BATTERY FLUSH VALVE WITH 3/4" URINAL SPUD CONNECTION, HIGH BACK PRESSURE VACUUM BREAKER IN CHROME FINISH.
MS-1	MOP SINK	3"	1-1/2"	1/2"	1/2"	FIAT #MSB-2424 T & S #B-0665-BSTP	FLOOR	MOLDED STONE UTILITY SINK FLOOR MOUNTED WITH PROTECTIVE CURB CAPS. WALL MOUNTED, DUAL LEVER FAUCET WITH TOP BRACE, VACUUM BREAKER AND HOSE THREADED OUTLET. PROVIDE P-TRAP.
FD-1	FLOOR DRAIN (GENERAL PURPOSE)	SIZE/ DWG.	SIZE/ DWG.	-	-	ZURN #FD-2280-P-CP	FLOOR	PVC BODY FLOOR DRAIN WITH ADJUSTABLE ROUND CHROME PLATED STRAINER AND TRAP PRIMER CONNECTION.

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FIRE ALARM LEGEND

SYMBOL	DESCRIPTION	MOUNTING
F	FIRE ALARM PULLSTATION, SEMI-FLUSH MOUNT ON RECESSED BOX.	48" AFF TO TOP UNLESS NOTED OTHERWISE
	FIRE ALARM HORN, ADA COMPLIANT, SEMI-FLUSH MOUNT ON RECESSED BOX.	LOWER OPTION OF: TOP 90" AFF OR 6" BELOW CEILING
	FIRE ALARM STROBE, ADA COMPLIANT, SEMI-FLUSH MOUNT ON RECESSED BOX.	LOWER OPTION OF: THE ENTIRE LENS NOT LESS THAN 80" AND NOT GREATER THAN 96" AFF OR 6" BELOW CEILING
	FIRE ALARM HORN/STROBE COMBO, ADA COMPLIANT, SEMI-FLUSH MOUNT ON RECESSED BOX.	
	SMOKE DETECTOR, SURFACE MOUNT ON RECESSED BOX.	CEILING UNLESS NOTED OTHERWISE
	HEAT DETECTOR, SURFACE MOUNT ON RECESSED BOX.	CEILING UNLESS NOTED OTHERWISE
	DUCT SMOKE DETECTOR WITH SAMPLING TUBE. MOUNTED BY DIV 23 CONNECTED BY DIV 26 CONTRACTOR.	COORDINATE WITH DIV 15
R	FAN OR AIR HANDLER UNIT SHUTDOWN RELAY, UNLESS NOTED OTHERWISE, PROVIDE WITH ENCLOSURE.	COORDINATE WITH EQUIPMENT
	FIRE ALARM SPRINKLER FLOW SWITCH	COORDINATE WITH DIV 15
	FIRE ALARM SPRINKLER TAMPER SWITCH	COORDINATE WITH DIV 15
FACP	FIRE ALARM CONTROL PANEL	72" AFF TO TOP UNLESS NOTED OTHERWISE
FARA	FIRE ALARM REMOTE ANNUCIATOR PANEL.	54" AFF TO TOP UNLESS NOTED OTHERWISE
FATC	FIRE ALARM TERMINAL CABINET	72" AFF TO TOP UNLESS NOTED OTHERWISE

POWER LEGEND

SYMBOL	DESCRIPTION	MOUNTING
	COMBINATION MOTOR STARTER, DISCONNECT SWITCH. TYPE/NEMA SIZE/FUSING/NUMBER OF POLES/ENCLOSURE	60" AFF TO TOP UNLESS NOTED OTHERWISE
	MOTOR STARTER. TYPE/NEMA SIZE/NUMBER OF POLES/ENCLOSURE	60" AFF TO TOP UNLESS NOTED OTHERWISE
	NON-FUSED DISCONNECT SWITCH. CURRENT RATING/FUSING/NUMBER OF POLES/ENCLOSURE	60" AFF TO TOP UNLESS NOTED OTHERWISE
	FUSED DISCONNECT SWITCH. CURRENT RATING/FUSING/NUMBER OF POLES/ENCLOSURE	60" AFF TO TOP UNLESS NOTED OTHERWISE
	ENCLOSED CIRCUIT BREAKER. CURRENT RATING/NUMBER OF POLES/ENCLOSURE	60" AFF TO TOP UNLESS NOTED OTHERWISE
	BRANCH CIRCUIT PANELBOARD, 120/208 V OR 120/240 V, SURFACE MOUNT	72" AFF TO TOP UNLESS NOTED OTHERWISE
	BRANCH CIRCUIT PANELBOARD, 120/208 V OR 120/240 V, FLUSH MOUNT	72" AFF TO TOP UNLESS NOTED OTHERWISE
	DISTRIBUTION PANELBOARD, 120/208 V OR 120/240 V, SURFACE MOUNT	72" AFF TO TOP UNLESS NOTED OTHERWISE
	ELECTRIC METER	60" AFF TO TOP UNLESS NOTED OTHERWISE

RECEPTACLE LEGEND

SYMBOL	DESCRIPTION	MOUNTING
	DUPLEX RECEPTACLE, 20 A, 120 VAC. REFER TO SPECIFICATIONS FOR DEVICE COLOR, WALL PLATE REQUIREMENTS, AND DEVICE MODEL NUMBER.	18" AFF TO CENTERLINE UNLESS NOTED OTHERWISE
	DUPLEX RECEPTACLE, 20 A, 120 VAC. REFER TO SPECIFICATIONS FOR DEVICE COLOR, WALL PLATE REQUIREMENTS, AND DEVICE MODEL NUMBER.	ABOVE COUNTER UNLESS NOTED OTHERWISE
	TWO (2) DUPLEX RECEPTACLES IN COMMON BOX, 20 A, 120 VAC. REFER TO SPECIFICATIONS FOR DEVICE COLOR, WALL PLATE REQUIREMENTS, AND DEVICE MODEL NUMBER.	18" AFF TO CENTERLINE UNLESS NOTED OTHERWISE
	TWO (2) DUPLEX RECEPTACLES IN COMMON BOX, 20 A, 120 VAC. REFER TO SPECIFICATIONS FOR DEVICE COLOR, WALL PLATE REQUIREMENTS, AND DEVICE MODEL NUMBER.	ABOVE COUNTER UNLESS NOTED OTHERWISE
	SIMPLEX RECEPTACLE, 20 A, 120 VAC. REFER TO SPECIFICATIONS FOR DEVICE COLOR, WALL PLATE REQUIREMENTS, AND DEVICE MODEL NUMBER.	18" AFF TO CENTERLINE UNLESS NOTED OTHERWISE
	SIMPLEX RECEPTACLE, 20 A, 120 VAC. REFER TO SPECIFICATIONS FOR DEVICE COLOR, WALL PLATE REQUIREMENTS, AND DEVICE MODEL NUMBER.	ABOVE COUNTER UNLESS NOTED OTHERWISE
	SIMPLEX RECEPTACLE, SPECIAL PURPOSE, SINGLE PHASE, CURRENT RATING AS NOTED, NEMA CONGURATION AS REQUIRED, WITH MATCHING COVER PLATE.	AS NOTED
	FLOOR BOX WITH DUPLEX RECEPTACLE, 20 A, 120 VAC. BOX AND COVER REQUIREMENTS AS NOTED. REFER TO SPECIFICATIONS FOR DEVICE COLOR, AND DEVICE MODEL NUMBER.	FLUSH IN FLOOR UNLESS NOTED OTHERWISE
	HOME RUN TO PANEL. LABEL INDICATES PANEL NAME AND CIRCUIT NUMBER(S). ALL CONDUCTORS ARE #12 AWG Cu UNLESS NOTED OTHERWISE.	SEE SPECIFICATIONS
	RACEWAY CONCEALED IN WALL OR ABOVE CEILINGS	SEE SPECIFICATIONS
	RACEWAY CONCEALED UNDER FLOOR OR BELOW GRADE	SEE SPECIFICATIONS
	RACEWAY EXPOSED ON WALL OR CEILING	SEE SPECIFICATIONS

SYSTEMS LEGEND

SYMBOL	DESCRIPTION	MOUNTING
	TELEPHONE OUTLET	18" AFF TO CENTERLINE UNLESS NOTED OTHERWISE
	FLOORBOX WITH COMMUNICATIONS OUTLET	FLUSH IN FLOOR UNLESS NOTED OTHERWISE
	TELEVISION OUTLET. PROVIDE POWER OUTLET WITHIN 12" OF TV OUTLET.	18" AFF TO CENTERLINE UNLESS NOTED OTHERWISE
TTC	TELEPHONE TERMINAL CABINET	M.H. 6'-6" MIN. TO TOP
	COMMUNICATIONS OUTLET FOR DATA AND TELEPHONE. 4" SQUARE BOX WITH SINGLE GANG FLUSH RING. 1" CONDUIT STUBBED UP INTO ACCESSIBLE CEILING SPACE WITH END PLASTIC BUSHING AND PULL STRING. CABLING, TERMINATIONS AND ELECTRONICS BY OWNER'S COMMUNICATIONS VENDOR.	18" AFF TO CENTERLINE UNLESS NOTED OTHERWISE

LIGHTS LEGEND

SYMBOL	DESCRIPTION	MOUNTING
A	WALL MOUNT FIXTURE ON FLUSH 4" SQUARE J-BOX. LETTER INDICATES TYPE	SEE FIXTURE SCHEDULE
A	SURFACE MOUNT SCONCE FIXTURE ON FLUSH 4" SQUARE J-BOX, WITH MOUNTING HARDWARE. LETTER INDICATES TYPE.	SEE FIXTURE SCHEDULE
A	STRIP FIXTURE WITH REQUIRED MOUNTING HARDWARE; 4' OR 8' AS SHOWN ON PLANS. LETTER INDICATES TYPE	SEE FIXTURE SCHEDULE
A	WALLBRACKET FIXTURE ON 4" SQUARE FLUSH J-BOX. LENGTH: 2', 3', OR 4'- AS SHOWN ON PLANS. LETTER INDICATES TYPE	SEE FIXTURE SCHEDULE
	TROFFER FIXTURE. LETTER INDICATES TYPE	SEE FIXTURE SCHEDULE
A	TROFFER FIXTURE. LETTER INDICATES TYPE	SEE FIXTURE SCHEDULE
A	RECESSED DOWNLIGHT WITH TRIM AND REQUIRED CEILING ADAPTERS. LETTER INDICATES TYPE.	SEE FIXTURE SCHEDULE
A	PENDANT MOUNT DOWNLIGHT WITH TRIM AND MOUNTING HARDWARE. LETTER INDICATES TYPE.	SEE FIXTURE SCHEDULE
A	SURFACE MOUNT DOWNLIGHT, ROUND HOUSING, WITH TRIM AND MOUNTING HARDWARE. LETTER INDICATES TYPE.	SEE FIXTURE SCHEDULE
	FIXTURES SHOWN WITH A SOLID HATCHED CIRCLE PROVIDE EMERGENCY OR LIFE SAFETY LIGHTING. CONNECT TO EMERGENCY POWER.	
X	EXIT LIGHT, SHADING INDICATES NUMBER OF FACES, ARROWS INDICATE DIRECTIONAL INDICATORS REQUIRED. LETTER INDICATES TYPE.	SEE FIXTURE SCHEDULE
EM	BATTERY POWERED EMERGENCY EGRESS LIGHT WITH WALL BRACKET. (2) HEAD UNLESS OTHERWISE NOTED. LETTER INDICATES TYPE.	SEE FIXTURE SCHEDULE
X	EXIT/EGRESS LIGHT COMBO. (2) HEAD BATTERY POWERED EGRESS LIGHT, ARROWS INDICATE DIRECTIONAL INDICATORS REQUIRED. LETTER INDICATES TYPE.	SEE FIXTURE SCHEDULE

LIGHTING CONTROLS LEGEND

SYMBOL	DESCRIPTION	MOUNTING
$	SWITCH, SINGLE POLE, 20 A, 120/277 VAC. REFER TO SPECIFICATIONS FOR DEVICE COLOR, WALL PLATE COLOR AND MATERIAL, AND DEVICE MODEL NUMBER.	48" AFF TO TOP UNLESS NOTED OTHERWISE
$3	SWITCH, THREE-WAY. 20 A, 120/277 VAC. REFER TO SPECIFICATIONS FOR DEVICE COLOR, WALL PLATE COLOR AND MATERIAL, AND DEVICE MODEL NUMBER.	48" AFF TO TOP UNLESS NOTED OTHERWISE
$LV	LOW VOLTAGE LIGHTING SYSTEM SWITCH WITH MATCHING WALL PLATE. WALLPLATE COLOR AS SELECTED BY ARCHITECT.	48" AFF TO TOP UNLESS NOTED OTHERWISE
OS	OCCUPANCY SENSOR	CEILING
$OS	OCCUPANCY SENSOR SWITCH, SINGLE POLE, 20 A, 120/277 VAC. REFER TO SPECIFICATIONS FOR DEVICE COLOR, WALL PLATE COLOR AND MATERIAL, AND DEVICE MODEL NUMBER.	48" AFF TO TOP UNLESS NOTED OTHERWISE
$D	DIMMER SWITCH, SLIDE CONTROL, SINGLE POLE. POWER RATING AS SHOWN ON PLANS. REFER TO SPECIFICATIONS FOR WALL PLATE COLOR AND MATERIAL.	48" AFF TO TOP UNLESS NOTED OTHERWISE
$M 20/120/1/NH	MOTOR RATED SNAP SWITCH, TOGGLE TYPE. CURRENT RATING/ VOLTAGE/ NUMBER OF POLES/ ENCLOSURE AS NOTED. 20 OR 30 A/ 120 OR 277 V/ SINGLE POLE, LEVITON: 3031-2 20 OR 30 A/ 208, 240, OR 480 V/ TWO POLE, LEVITON: 6808(G/U)-DAC 30 A/ 208 OR 480 V/ THREE POLE, LEVITON: 7810-(U/G)D	48" AFF TO TOP UNLESS NOTED OTHERWISE
TS	TIME-SWITCH AS INDICATED.	66" AFF TO TOP UNLESS NOTED OTHERWISE
LC	LIGHTING CONTACTOR AS INDICATED.	66" AFF TO TOP UNLESS NOTED OTHERWISE
PC	PHOTO CONTROL DEVICE AS INDICATED.	EXTERIOR OF BUILDING UNLESS NOTED OTHERWISE

ABBREVIATIONS

AC	ABOVE COUNTER	CTE	CONNECT TO EXISTING	N	NEW
AFF	ABOVE FINISHED FLOOR	EX	EXISTING	RL	RELOCATED
AFG	ABOVE FINISHED GRADE	GFI	GROUND FAULT CURRENT INTERRUPTER	UG	UNDERGROUND
AHJ	AUTHORITY HAVING JURISDICTION	IAW	IN ACCORDANCE WITH	UNO	UNLESS NOTED OTHERWISE
BFG	BELOW FINISHED GRADE	IG	ISOLATED GROUND	WP	WEATHER PROOF
CLG	CEILING MOUNTED				

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PALACE RENOVATION

410 W Main Street, Leesburg, Florida, 34748

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DRAWN BY: MC/MAC

REVISIONS:

SHEET TITLE: ELECTRICAL LEGEND

SHEET NUMBER: E0.0

GENERAL NOTES

1. THE CONTRACTOR SHALL REFER TO THE ELECTRICAL SPECIFICATIONS FOR ADDITIONAL DESIGN STANDARDS. THE ELECTRICAL SPECIFICATIONS ARE A BINDING PART OF THE CONSTRUCTION DOCUMENTS.
2. ALL MATERIALS USED FOR CONSTRUCTION SHALL BE INSTALLED IN A NEAT AND WORKMANLIKE MANNER. RACEWAY AND CABLES SHALL RUN PARALLEL OR PERPENDICULAR TO WALL AND CEILING STRUCTURES FOR A NEAT APPEARANCE. ALL MATERIAL AND INSTALLATION WILL BE SUBJECT TO OWNER'S APPROVAL. COORDINATE AND SCHEDULE INSPECTIONS WITH THE AHJ AND THE OWNER ACCORDINGLY.
3. PRIOR TO ROUGH-IN FOR LIGHTING SWITCHES, VERIFY ALL DOOR SWINGS WITH ARCHITECTURAL PLANS.
4. ARRANGE LIGHTING FIXTURES IN ACCORDANCE WITH THE ARCHITECTURAL REFLECTED CEILING PLANS.
5. COORDINATE LIGHTING FIXTURES INSTALLATION WITH GRILLES, DIFFUSERS, SPRINKLER HEADS, AND ACCESS PANELS. PROVIDE FIXTURE MOUNTING BRACKETS, ACCESSORIES, PLASTER FRAMES, ETC, SUITABLE FOR THE CEILING TYPES INDICATED ON THE ARCHITECTURAL PLANS.
6. SYMBOLS NOT LISTED IN THE LEGEND ARE IDENTIFIED WHERE THEY OCCUR ON THE DRAWINGS.
7. PRIOR TO ANY EXCAVATION, THE CONTRACTOR SHALL CONTACT THE UTILITY COMPANY AND HAVE EXISTING UNDERGROUND UTILITIES SURVEYED AND INDICATED.
8. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING FIRE STOPPING AT WALL, FLOOR AND CEILING PENETRATIONS WHERE CONDUIT PENETRATIONS OCCUR IN FIRE RATED CONSTRUCTION. FIRE STOPPING AT CONDUIT PENETRATIONS SHALL BE U.L. LISTED.
9. ELECTRICAL DRAWINGS ARE DIAGRAMMATIC ONLY. FURNISH ALL REQUIRED JUNCTION BOXES, PULL BOXES, FITTINGS, CONDUIT BODIES, SUPPORT, ACCESS DOORS, HARDWARE, ACCESSORIES, ETC. REQUIRED FOR A COMPLETE AND WORKING ELECTRICAL SYSTEM, WHETHER OR NOT SUCH EQUIPMENT IS INDICATED ON THE DRAWINGS.
10. THE CONTRACTOR SHALL COORDINATE WITH ALL CONTRACT DOCUMENTS AND EQUIPMENT SHOP DRAWINGS.
11. THE CONTRACTOR SHALL COORDINATE HIS WORK WITH ALL OTHER TRADES BEFORE INSTALLATION OF HIS WORK IN CHASES, CEILING SPACES AND OTHER AREAS WHERE CONFLICT MAY OCCUR.
12. REFER TO MECHANICAL, PLUMBING AND FIRE PROTECTION DRAWINGS FOR EXACT LOCATION AND REQUIREMENTS OF MECHANICAL, PLUMBING AND FIRE PROTECTION EQUIPMENT.
13. ALL ELECTRICAL EQUIPMENT AND MATERIAL SHALL BE NEW AND FREE FROM DEFECT EXCEPT WHERE SPECIFICALLY SHOWN TO REUSE EXISTING MATERIAL. ALL EQUIPMENT AND MATERIAL USED SHALL BE LISTED AND LABELED UNDERWRITER'S LABORATORY (U.L.).
14. ALL WORK SHALL BE SUITABLE FOR THE ENVIRONMENT THAT IT IS INSTALLED.
15. COORDINATE THE INSTALLATION OF THE UTILITY TRANSFORMER WITH THE APPROPRIATE POWER COMPANY, CONFIRM WITHIN 10 DAYS OF THE AWARD OF CONTRACT THAT THE AVAILABLE FAULT CURRENT AT THE TRANSFORMER SECONDARY BUSHINGS DOES NOT EXCEED THE DESIGNED FAULT CURRENT AT THE SERVICE ENTRANCE EQUIPMENT. NOTIFY THE ENGINEER IMMEDIATELY IF THE DESIGNED FAULT CURRENT IS EXCEEDED.
16. VISIT THE SITE OF THE PROPOSED PROJECT TO BECOME FAMILIAR WITH CONDITIONS AND NATURE OF THE WORK PRIOR TO SUBMITTING BIDS. NOTIFY THE ENGINEER OF DISCREPANCIES OR OMISSIONS FOR INTERPRETATION OR DECISION PRIOR TO SUBMITTING BIDS. SUBMISSION OF A PROPOSAL WILL BE EVIDENCE THAT SUCH FAMILIARIZATION HAS BEEN ATTAINED.
17. WHERE CONTRACTOR PROPOSES ALTERNATE SOLUTIONS, DIFFERENT ROUTINGS OF CONDUIT, DIFFERENT LOCATIONS OF EQUIPMENT, ETC. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL OF THE RAMIFICATIONS OF THE PROPOSED CHANGE THAT ARE NOT INCLUDED IN HIS PROPOSAL, BUT BECOME APPARENT AT A LATER DATE, AND SHALL BE RESPONSIBLE FOR ALL COST AND CONSEQUENCES OF CORRECTING ANY AND ALL CONFLICTS, DEFICIENCIES OR PROBLEMS THAT INCREASE COST, INCREASE CONSTRUCTION TIME OR CREATE CODE VIOLATIONS.
18. INFORMATION SHOWN ON THE DRAWINGS AS TO THE LOCATION OF EXISTING UTILITIES HAS BEEN PREPARED FROM THE MOST RELIABLE DATA AVAILABLE TO THE ENGINEER, IT IS TO BE UNDERSTOOD THAT UNFORESEEN CONDITIONS PROBABLY EXIST AND NEW WORK MAY NOT BE LOCATED EXACTLY AS SHOWN ON THE DRAWINGS. COORDINATION WITH OTHER TRADES FOR LOCATION AND BURIAL DEPTHS WILL BE REQUIRED AND ANY SUCH REQUIRED DEVIATIONS SHALL BE CONSIDERED PART OF THIS SCOPE OF WORK. SITE UTILITY INFORMATION IS NOT GUARANTEED. THEREFORE THE CONTRACTOR SHALL FIELD VERIFY THE EXACT LOCATIONS AND DEPTHS OF EXISTING UTILITIES PRIOR TO BEGINNING WORK, PROTECT ANY EXISTING UTILITIES TO REMAIN FROM DAMAGE DURING THE COURSE OF CONSTRUCTION
19. PROVIDE DEDICATED NEUTRAL WIRES FOR ALL BRANCH CIRCUITS U.N.O.
20. WHERE THE WORD "PROVIDE" IS USED, THIS SHALL MEAN "FURNISH AND INSTALL".
21. COMPLY WITH SAFETY REGULATIONS INCLUDING BUT NOT LIMITED TO OSHA, NFPA-70E AND ALL ELECTRICAL SAFETY REGULATIONS.
22. PROVIDE DEDICATED RACEWAYS FOR ALL EMERGENCY WIRING. DO NOT COMBINE WITH OTHER TYPES OF WIRING.
23. PROVIDE GROUNDING AND BONDING OF ALL METALLIC RACEWAY, BOXES, WIREWAY, DEVICES AND EQUIPMENT IN ACCORDANCE WITH THE NEC. PROVIDE GROUNDING CONDUCTOR IN ALL POWER CONDUITS.
24. INSTALL ALL DEVICES AND EQUIPMENT IN ACCORDANCE TO THE MANUFACTURER'S RECOMMENDATIONS AND U.L. REQUIREMENTS.
25. WHERE THE SIZE OF A JUNCTION BOX, PULL BOX OR WIREWAY IS NOT INDICATED ON THE DRAWINGS, THE SIZE SHALL BE SELECTED IN ACCORDANCE WITH THE NEC. WHERE THE ENCLOSURE TYPE OF THE JUNCTION BOX, PULL BOX OR WIREWAY IS NOT INDICATED ON THE DRAWINGS, THE ENCLOSURE TYPE SHALL BE SUITABLE FOR THE ENVIRONMENT WHERE IT IS BEING INSTALLED IN ACCORDANCE THE NEC.
26. VOLTAGE DROP FOR FEEDERS AND BRANCH CIRCUITS HAVE BEEN INCLUDED IN THE DESIGN OF THE ELECTRICAL SYSTEM TO MEET A MAXIMUM OF 5% VOLTAGE DROP PERMITTED BY 2020 FBC ENERGY CONSERVATION CODE C405.5.3).
27. PROVIDE LABELS FOR ALL PANELBOARDS, CABINETS, SAFETY SWITCHES AND MOTOR CONTROLLERS. LABELS SHALL BE MACHINE ENGRAVED, LAMINATED PLASTIC, PERMANENTLY ATTACHED WITH SELF-TAPPING SCREWS OR RIVETS.
28. PROVIDE TYPE WRITTEN PANELBOARD DIRECTORY CARD IN EACH PANELBOARD WITH CIRCUIT LOAD INFORMATION AND ROOM NUMBER-LOAD DESCRIPTION CLEARLY IDENTIFIED. USE ACTUAL ROOM NUMBERS IN THE BUILDING WHEN DIFFER FROM ROOM NUMBERS SHOWN ON THE CONTRACT DOCUMENTS, HAND WRITTEN DIRECTORIES ARE NOT ACCEPTABLE.
29. LABEL ALL JUNCTION BOXES WITH PERMANENT MARKER IDENTIFYING PANEL'S NAME AND CIRCUIT NUMBERS WITHIN.
30. ALL MOTORS SHALL HAVE DISCONNECTING MEANS.
31. ALL 3-PHASE MOTORS SHALL HAVE MAGNETIC MOTOR CONTROLLERS WITH SOLID STATE OVERLOAD RELAY PROTECTION. THE SOLID STATE OVERLOAD RELAY SHALL HAVE PHASE LOSS AND PHASE OVERCURRENT PROTECTION WITH AUTOMATIC RESET UPON RETURN OF NORMAL POWER.
32. WHERE FUSE PROTECTION IS SPECIFICALLY REQUIRED BY THE EQUIPMENT MANUFACTURER, PROVIDE FUSED SWITCHES IN LIEU OF NON-FUSED SWITCHES OR ENCLOSED CIRCUIT BREAKERS, OR OTHER DEVICES INDICATED.
33. SECURE APPROVED SHOP DRAWINGS SHOWING WIRING DIAGRAMS, ROUGH-IN AND ELECTRICAL INSTALLATION DETAILS FROM OTHER INVOLVED CONTRACTORS FOR EQUIPMENT WHICH MUST BE CONNECTED ELECTRICALLY.
34. MECHANICAL EQUIPMENT WILL BE PROVIDED BY MECHANICAL CONTRACTOR, THE LOCATIONS SHOWN ON THE ELECTRICAL DRAWINGS ARE APPROXIMATE. COORDINATE WITH MECHANICAL CONTRACTOR TO DETERMINE THE EXACT LOCATION OF EACH PIECE OF EQUIPMENT AND DETERMINE THE EXACT ROUGH-IN AND CONNECTION REQUIREMENTS.
35. HVAC DAMPERS AND CONTROLS. CONTRACTORS SHALL COORDINATE WITH THE EQUIPMENT AND SYSTEM BEING PROVIDED AND PROVIDE POWER CONNECTIONS ACCORDINGLY. THESE CONNECTIONS SHALL BE FOR FIRE/SMOKE DAMPERS, DDC CONTROL DEVICES, ETC. CONTRACTOR SHALL COORDINATE THE VOLTAGE REQUIREMENTS AND PROVIDE ALL NECESSARY CONNECTIONS, COMPONENTS, ETC. INCLUDING TRANSFORMERS, BOXES, ETC.
36. COORDINATE FINAL LOCATIONS OF ELECTRICAL EQUIPMENT WITH MECHANICAL DUCTWORK, PIPING, ETC, AND ASSURE WORKING CLEARANCE REQUIRED BY NEC WILL BE MET, SUFFICIENT ACCESS AND WORKING SPACE SHALL BE PROVIDED AND MAINTAINED AROUND ELECTRICAL EQUIPMENT AS REQUIRED BY NEC.
37. WHERE INDIVIDUALLY MOUNTED SAFETY SWITCH, STARTER OR ENCLOSED CIRCUIT BREAKER IS SHOWN ADJACENT TO ITS RESPECTIVE LOAD AND NOT MOUNTED ON A WALL, PROVIDE ALL SUPPORTS, BRACKETS, ANCHORING, ETC. NECESSARY TO PROPERLY SUPPORT THE DEVICE.
38. THOROUGHLY REVIEW AND COORDINATE ALL CASEWORK AND CABINETS DRAWINGS AND ARCHITECTURAL ELEVATIONS WITH DEVICE LOCATIONS PRIOR TO ROUGH-IN OF OUTLET BOXES.
39. THE ELECTRICAL CONTRACTOR SHALL COORDINATE WITH THE FIRE ALARM CONTRACTOR SYSTEM PROVIDER AND PROVIDE POWER CONNECTIONS AS REQUIRED.
40. EMPTY RACEWAYS SHALL BE PROVIDED WITH PULL WIRES.
41. ALL SYSTEMS SHALL BE TESTED FOR PERFORMANCE VERIFICATION IN THE PRESENCE OF THE INSPECTOR, AT THE COMPLETION OF THE PROJECT, ALLOW 6 HOURS FOR TRAINING OWNER'S PERSONNEL ON ALL SYSTEMS.
42. UNDERGROUND CONDUIT WHICH EXTENDS OUTSIDE OF THE STRUCTURE SHALL BE MINIMUM 24" BELOW GRADE. CONDUIT WITHIN THE PERIMETER OF THE STRUCTURE SHALL BE MINIMUM 6" BELOW SLAB U.N.O. RACEWAYS SHALL NOT BE ROUTED IN SLAB ON GRADE.
43. WHERE CONDUIT CROSS BUILDING EXPANSION JOINTS, USE SUITABLE SLIDING EXPANSION FITTINGS.
44. FOR EQUIPMENT WITH OVERCURRENT PROTECTION RATED OR ADJUSTABLE TO 1200A OR HIGHER, PROVIDE METHOD OF REDUCING ARC ENERGY IN COMPLIANCE WITH NEC 240.87.

ELECTRICAL SPECIFICATIONS

GENERAL ELECTRICAL SPECIFICATIONS

1. THE ELECTRICAL CONTRACTOR REFERRED TO HEREAFTER, AS THE "CONTRACTOR" SHALL PROVIDE COMPLETE ELECTRICAL SYSTEMS AS INDICATED ON THE DRAWINGS AND SPECIFIED HEREIN.
2. CONTRACTOR SHALL PROVIDE PROTECTIVE DEVICES, CONDUCTORS, SUPPORTS, RACEWAYS, AND MISCELLANEOUS MATERIALS TO SERVE ALL DEVICES REQUIRING ELECTRICAL POWER.
3. CONTRACTOR SHALL OBTAIN AND PAY FOR ALL PERMITS, FEES, AND INSPECTIONS REQUIRED TO COMMENCE AND COMPLETE ELECTRICAL WORK.
4. CONTRACTOR SHALL CONDUCT A THOROUGH SITE INSPECTION TO FAMILIARIZE HIMSELF WITH EXISTING CONDITIONS AND ALL ASPECTS OF HIS SCOPE OF WORK. SUCH AN INSPECTION SHALL BE CONDUCTED PRIOR TO SUBMITTING A BID.
5. CONTRACTOR SHALL REFER TO INTERIOR ARCHITECTURAL CASE WORK ELEVATIONS FOR EXACT MOUNTING HEIGHTS AND/OR LOCATIONS OF SWITCHES, OUTLETS, AND WIRING DEVICES.
6. CONTRACTOR SHALL MAINTAIN A COMPLETE TEMPORARY POWER AND LIGHTING SYSTEM DURING CONSTRUCTION.
7. THE CONTRACTOR SHALL PROVIDE, DROP CLOTH, RUBBER MATS AND, PLYWOOD COVERS FOR OWNER'S EQUIPMENT SUSCEPTIBLE TO DAMAGE DURING CONSTRUCTION. VERIFY SPECIFIC LOCATIONS WITH OWNER'S REPRESENTATIVE.
8. ALL WORK SHALL BE PERFORMED DURING PERIODS ACCEPTABLE TO THE OWNER. SCHEDULE ALL WORK WITH THE OWNER'S REPRESENTATIVE BEFORE PROCEEDING.
9. THE CONTRACTOR SHALL PERFORM TEMPORARY WORK NECESSARY TO MAINTAIN CONTINUITY OF ELECTRICAL SERVICE WHEN CONNECTION IS MADE TO EXISTING SYSTEMS AND FACILITIES. EXISTING SERVICE SHALL NOT BE INTERRUPTED WITHOUT PRIOR CONSENT OF THE OWNER'S REPRESENTATIVE.
10. AT PROJECT COMPLETION, THE CONTRACTOR SHALL INSURE THAT ALL ELECTRICAL SYSTEMS OPERATE PROPERLY. CONTRACTOR SHALL DEMONSTRATE OPERATION OF EACH SYSTEM WITH THE OWNER'S REPRESENTATIVE.
11. CONTRACTOR IS TO PROVIDE THE OWNER WITH AS-BUILT DRAWINGS OF THE SINGLE LINE DIAGRAM OF THE ELECTRICAL DISTRIBUTION SYSTEM AND FLOOR PLANS INDICATING LOCATIONS OF EQUIPMENT SERVED. PROVIDE OPERATIONS AND MAINTENANCE MANUALS FOR EQUIPMENT REQUIRING MAINTENANCE AND THE CONTACT INFORMATION FOR A QUALIFIED SERVICE AGENCY.
12. CONTRACTOR SHALL COORDINATE AND VERIFY WITH LOCAL POWER COMPANY THE FOLLOWING
    - EXACT LOCATION OF SERVICE CONNECTION
    - ELECTRICAL CHARACTERISTICS (VOLTAGE AND PHASING)
    - AVAILABLE FAULT CURRENT
    - METERING REQUIREMENTS
12. "PROVIDE" SHALL MEAN "FURNISH AND INSTALL".

CODES AND STANDARDS

1. ELECTRICAL WORK HAS BEEN DESIGNED TO AND SHALL COMPLY WITH:
    - NFPA 70 2017 (NATIONAL ELECTRICAL CODE)
    - NFPA 72 2016 (NATIONAL FIRE ALARM & SIGNALING CODE)
    - FBC 2020 7TH EDITION
    - NFPA 101 (LIFE SAFETY CODE)
    - FLORIDA FIRE PREVENTION CODE.
    - CODES SPECIFIC TO OTHER SECTIONS HEREIN
2. ELECTRICAL WORK SHALL COMPLY WITH ALL LOCAL AND STATE ELECTRICAL CODES AND IN ACCORDANCE WITH REQUIREMENTS OF THE AUTHORITY HAVING JURISDICTION (AHJ).

QUALITY

1. WORKMANSHIP SHALL BE HIGH QUALITY AND FOLLOW INDUSTRY STANDARDS. SUBSTANDARD WORK WILL BE REJECTED. THE CONTRACTOR IS RESPONSIBLE FOR REPAIR AND REWORK TO RECTIFY SUBSTANDARD WORK. QUALITY OF WORK SHALL BE DETERMINED BY THE OWNER'S REPRESENTATIVE AND/OR ENGINEER OF RECORD.

INTERFERENCES

1. PLANS ARE GENERALLY DIAGRAMMATIC. THE CONTRACTOR SHALL COORDINATE WITH THE OTHER TRADES SO THAT INTERFERENCES BETWEEN CONDUITS, PIPING, EQUIPMENT, DUCTS, AND STRUCTURAL WORK WILL BE AVOIDED. IN SUCH CASE, IF THE CONTRACTOR FAILS TO COORDINATE WITH OTHER TRADES AND INTERFERENCES ARE ALLOWED TO DEVELOP, THE OWNER'S AUTHORIZED REPRESENTATIVE WILL DECIDE WHICH EQUIPMENT, DUCT, CONDUIT, ETC., MUST BE RELOCATED, REGARDLESS OF WHICH WAS INSTALLED FIRST. ELECTRICAL REWORK REQUIRED TO CORRECT INTERFERENCES WILL BE AT THE CONTRACTORS EXPENSE.

MATERIALS

1. ALL ELECTRICAL EQUIPMENT AND MATERIALS SHALL BE NEW AND APPROVED BY UNDERWRITERS LABORATORY FOR THE APPLICATION AND SHALL BEAR A UL LABEL.
2. ELECTRICAL ENCLOSURES SHALL BE NEMA RATED. UNLESS OTHERWISE NOTED, ENCLOSURE RATINGS SHALL ADHERE TO THE FOLLOWING:
    - NEMA 1 INDOOR
    - NEMA 3R OUTDOOR
    - NEMA 4 CORROSIVE ENVIRONMENT

GUARANTEE

1. CONTRACTOR SHALL GUARANTEE ALL WORK FOR A PERIOD OF ONE YEAR FROM DATE OF OWNER'S ACCEPTANCE. THE CONTRACTOR SHALL RECTIFY ANY DEFECTS DUE TO FAULTY MATERIALS OR WORKMANSHIP AND PAY FOR DAMAGE CAUSED BY FAILURE AND REWORK. THE OWNER WILL GIVE NOTICE OF DEFECTS WITH REASONABLE PROMPTNESS AFTER DISCOVERY. THE CONTRACTOR SHALL START REWORK WITHIN TEN (10) WORKING DAYS OF NOTIFICATION AND COMPLETE REPAIRS IN A TIMELY MANNER.

IDENTIFICATION OF EQUIPMENT

1. LABEL ALL ELECTRICAL EQUIPMENT WITH ENGRAVED LAMINATED PLASTIC NAMEPLATE THAT CLEARLY DESCRIBES THE EQUIPMENT NAME, VOLTAGE, AMPERAGE RATING, AND FUNCTION. NAMEPLATES SHALL BE BLACK BACKGROUND WITH WHITE STENCILED UPPER CASE LETTERING A MINIMUM OF 3/16" IN HEIGHT, USE RED BACKGROUND FOR EMERGENCY SYSTEMS.
2. INSTALL VINYL CLOTH SELF-ADHESIVE CIRCUIT LABELS ON ALL WIRE AND CABLE IN JUNCTION BOXES, WIRE TROUGHS, AND PANELBOARD WIRING GUTTERS.
3. IDENTIFY JUNCTION BOXES WITH PERMANENT MARKER INDICATING PANELBOARD AND CIRCUIT NUMBERS OF WIRING CONTAINED WITHIN.
4. PROVIDE TYPEWRITTEN PANELBOARD DIRECTORIES WITH ACCURATE AS BUILT INFORMATION, DIRECTORIES SHALL REFLECT TYPE OF LOAD AND AREA SERVED FOR EACH BREAKER.

RACEWAYS AND FITTINGS

1. CONDUIT SHALL BE PROPERLY ALIGNED, GROUPED AND SUPPORTED. EXPOSED CONDUIT SHALL BE INSTALLED AT RIGHT ANGLES TO OR PARALLEL TO THE PRINCIPAL STRUCTURAL MEMBERS. CONDUIT SHALL BE SUPPORTED AT INTERVALS NOT EXCEEDING 8 FEET. CONDUIT SHALL BE SUPPORTED FROM STRUCTURE AND NOT FROM CEILING SUPPORT SYSTEM.
2. CONDUITS SHALL BE INSTALLED CONCEALED WHERE POSSIBLE EXCEPT IN ELECTRICAL AND MECHANICAL ROOMS UNLESS NOTED OTHERWISE ON THESE PLANS.
3. PROVIDE NYLON PULL CORD IN ALL EMPTY CONDUITS.
4. ELECTRICAL METAL TUBING (EMT) SHALL BE GALVANIZED STEEL FOR ALL INSTALLATIONS. COUPLINGS AND CONNECTORS SHALL BE COMPRESSION TYPE.
5. FLEXIBLE METALLIC CONDUIT IN DRY LOCATIONS SHALL BE UNDERWRITERS' APPROVED, STEEL, ZINC COATED, SINGLE STRIP TYPE. FITTINGS SHALL BE AS MANUFACTURED BY THOMAS AND BETTS "TITE-BITE", OR APPROVED EQUAL.
6. FLEXIBLE METALLIC CONDUIT IN DAMP OR WET LOCATIONS SHALL BE UNDERWRITERS' APPROVED, GALVANIZED STEEL WITH MOISTURE PROOF PVC JACKET. FITTINGS SHALL INSULATED THROAT AND LIQUID TIGHT AS MANUFACTURE BY THOMAS AND BETTS, OR APPROVED EQUAL.
7. GALVANIZED RIGID STEEL (GRS) CONDUIT SHALL BE UL APPROVED HOT DIPPED GALVANIZED, GRS CONDUIT COUPLINGS SHALL BE THREADED HEAVY WALL GALVANIZED STEEL, USE 90 DEGREE GRS SWEEPS AND GRS RISERS IN UNDERGROUND PVC CONDUIT RUNS, PAINT ALL GALVANIZED RIGID CONDUITS INSTALLED BELOW GRADE WITH RUST INHIBITING PAINT.
8. PVC CONDUIT SHALL BE UL LISTED SCHEDULE 40 PVC UV RESISTANT. PVC CONDUIT MAY BE ONLY BE UTILIZED WHEN ENCASED IN NOT LESS THAT 2" OF CONCRETE. NOTE THAT WHILE PORTIONS OF THE BUILDING ARE CLASSIFIED AS ASSEMBLY, THIS REQUIREMENT APPLIES TO ALL AREAS.
9. CONDUIT AND WIRING PENETRATING RATED FLOORS AND WALLS SHALL BE SEALED WITH A UL RATED ASSEMBLY TO MAINTAIN FIRE RATING AND INTEGRITY OF SEPARATION IN ACCORDANCE WITH FBC 713. REFER TO ARCHITECTURAL DOCUMENTS FOR ALL FLOOR AND WALL RATINGS AS WELL AS DETAILS IDENTIFYING THRU-WALL, FLOOR AND CEILING PENETRATIONS.
10. EXPOSED CONDUITS IN OPEN CEILING AREAS SHALL BE PAINTED TO MATCH OPEN CEILING COLOR.
11. ALL ROOF PENETRATIONS SHALL BE RUN THROUGH THE MECHANICAL EQUIPMENT ROOF CURB, PITCH POCKETS ARE NOT ALLOWED.

BOXES

1. BOXES SHALL BE RIGIDLY MOUNTED AND COVERED WITH MATCHING PLATE. OPEN KNOCK-OUTS OR HOLES IN BOXES SHALL BE PLUGGED WITH A SUITABLE BLANKING DEVICE.
2. SURFACE MOUNT EXTERIOR OUTLET BOXES SHALL 4" SQUARE STEEL WITH MASONRY RING AND WEATHERPROOF GASKETED CAST ALUMINUM COVER.
3. FLUSH MOUNT EXTERIOR OUTLET BOXES SHALL 4" SQUARE STEEL WITH MASONRY RING AND WEATHERPROOF GASKETED CAST ALUMINUM COVER.

CONDUCTORS

1. ALL LIGHTING BRANCH CIRCUIT CONDUCTORS AND BRANCH CIRCUIT CONDUCTORS OVER 75' IN LENGTH SHALL BE SOLID NO. 10 AWG COPPER UNLESS NOTED OTHERWISE. ALL BRANCH CIRCUIT CONDUCTORS UNDER 75' IN LENGTH SHALL BE SOLID NO. 12 AWG COPPER UNLESS NOTED OTHERWISE.
2. SPLICES AND TAPS SHALL UTILIZE SOLDERLESS LUGS FOR #8 AWG AND LARGER. SPLICES AND TAPS SHALL FORM A ELECTRICAL AND MECHANICALLY SECURE CONNECTION. LUGS SHALL BE CORRECTLY SIZED FOR THE CONDUCTORS. TAPE JOINTS WITH VINYL PLASTIC ELECTRICAL TAPE.
3. ALLOW SUFFICIENT CABLE SLACK IN BOXES, OUTLETS AND CABINETS TO MAKE CONNECTION AND INSURE THERE IS NO BINDING AT THE SPLICE/TAP.
4. THE USE OF METAL CLAD CABLE (MC-CABLE), AS DEFINED BY NEC 330.2, SHALL BE PERMISSABLE FOR THIS APPLICATION, INSTALLATION MUST COMPLY WITH ALL REQUIREMENTS SET FORTH IN NEC ARTICLE 330.
5. CONDUCTORS SHALL BE COPPER, UNLESS OTHERWISE NOTED. INSULATION SHALL BE DUAL TYPE THHN/THWN 75°C. CONDUCTORS SHALL BE COLOR CODED IN ACCORDANCE WITH NFC 70. COLOR CODING SHALL BE BY MEANS OF COLORED INSULATING MATERIAL, COLORED BRAID OR JACKET OVER THE INSULATION OR BY MEANS OF SUITABLE COLORED, PERMANENT, NON-AGING, INSULATING TAPE APPLIED TO CONDUCTORS AT EACH CABINET OR JUNCTION POINT. THE FOLLOWING SYSTEM OF COLOR CODING SHALL BE ADHERED TO:
    - GROUND LEADS: GREEN
    - 120/208 NEUTRAL CONDUCTOR: WHITE
    - 120/208 VOLT, PHASE CONDUCTORS: BLACK, RED, BLUE
    - 277/480 VOLT, NEUTRAL CONDUCTOR: GRAY
    - 277/480 VOLT, PHASE CONDUCTORS: BROWN, ORANGE, YELLOW
6. EXISTING FACILITIES: WHERE EXISTING COLOR CODING SCHEME DIFFERS FROM THAT SPECIFIED HEREIN, CONTRACTOR SHALL ADHERE TO ESTABLISHED BUILDING STANDARD. ADVISE PROJECT ADMINISTRATOR IN WRITING OF COLOR CODING SCHEME BEING USED.
7. THE COLOR CODE ASSIGNED TO EACH PHASE WIRE SHALL BE CONSISTENTLY FOLLOWED THROUGHOUT.

GROUNDING

1. ALL INTERIOR ELECTRICAL SYSTEMS SHALL BE COMPLETELY AND EFFECTIVELY GROUNDED AS REQUIRED BY NFPA 70 AND AS SPECIFIED HEREIN.
2. METALLIC RACEWAYS SHALL BE MECHANICALLY AND ELECTRICALLY SECURE AT ALL JOINTS AND AT ALL BOXES, CABINETS, FITTINGS, AND EQUIPMENT. METALLIC RACEWAYS SHALL BE CONNECTED TO A DIRECT GROUND AT POINT OF ELECTRICAL SERVICE ENTRANCE AND SHALL BE ELECTRICALLY CONTINUOUS THROUGHOUT THE ENTIRE SYSTEM.
3. ALL GROUND CONDUCTORS SHALL BE INSULATED COPPER UNLESS OTHERWISE NOTED.
4. RACEWAYS WITH NO. 10 OR 12 AWG PHASE CONDUCTORS FOR RECEPTACLES, LIGHT FIXTURES AND SIMILAR CIRCUITS (NEW BRANCH CIRCUITS) SHALL BE PROVIDED WITH A PARITY SIZED GREEN EQUIPMENT GROUND CONDUCTOR. GROUND CONDUCTOR SHALL BE INSTALLED IN ENTIRE RACEWAY SYSTEM INCLUDING WALL SWITCHES AND FLEXIBLE CONDUIT TO LIGHT FIXTURES. EQUIPMENT GROUND CONDUCTOR SIZES FOR CIRCUITS WITH PHASE CONDUCTORS LARGER THAN NO. 12 AWG ARE INDICATED ON DRAWINGS.
5. GROUND BARS SHALL BE COPPER OF THE SIZE AND DESCRIPTION AS SHOWN ON THE DRAWINGS. IF NOT SIZED ON DRAWINGS, BUS BAR SHALL BE MINIMUM 1/4" X 4" BUS GRADE COPPER, SPACED FROM WALL ON INSULATING 2" POLYESTER MOLDED INSULATOR STANDOFF/SUPPORTS, AND BE 12" OR GREATER MINIMUM OVERALL LENGTH, ALLOWING 2" LENGTH PER LUG CONNECTED THERETO. INCREASE OVERALL LENGTH AS REQUIRED TO FACILITATE ALL LUGS REQUIRED WHILE MAINTAINING 2" SPACINGS. SIZE OF BUS BAR USED IN MAIN ELECTRICAL ROOM SHALL BE SIMILAR EXCEPT MINIMUM OF 4" HIGH AND 24" LONG.
6. ALL CONNECTIONS BELOW GRADE SHALL BE EXOTHERMIC WELDED UNLESS OTHERWISE NOTED HEREIN. ALL CONNECTIONS ABOVE GRADE AND IN ACCESSIBLE LOCATIONS MAY BE BY EXOTHERMIC WELDING OR BY BRAISING OR CLAMPING WITH DEVICES UL LISTED AS SUITABLE FOR USE EXCEPT IN LOCATIONS WHERE EXOTHERMIC WELDING IS SPECIFICALLY SPECIFIED IN THESE SPECIFICATIONS OR CALLED FOR ON DRAWINGS.

LIGHTING

1. CONTRACTOR SHALL PROVIDE ALL MOUNTING HARDWARE AND LIGHTING OPTIONS TO PROVIDE A PROPER LIGHTING INSTALLATION.
2. FIXTURES SHALL BE PROPERLY SUPPORTED AND ALIGNED. LIGHTING FIXTURES SHALL BE CLEANED AND LAMPED IMMEDIATELY PRIOR TO FINAL INSPECTION.
3. USE STEEL 4" SQUARE BACK BOXES FOR SURFACE MOUNT FIXTURES.

WIRING DEVICES

1. LIGHTING TOGGLE SWITCHES SHALL BE 20 AMP, SPECIFICATION GRADE TOGGLE TYPE SWITCHES. ALL SWITCHES AND COVERPLATES SHALL BE GRAY. ALL COVER PLATES SHALL BE STAINLESS STEEL. ALL ADJACENT SWITCHES SHALL BE GANGED IN ONE COMMON COVERPLATE/BOX. LOCATIONS AND HEIGHTS SHALL BE COORDINATED WITH DOOR SWINGS AND COUNTER HEIGHTS.
2. DUPLEX AND DOUBLE DUPLEX RECEPTACLES SHALL BE 20 AMP. 125 VOLT RATED, SPECIFICATION GRADE, RECEPTACLES SHALL HAVE A GREEN GROUNDING SCREW TERMINAL AND A SELF GROUNDING CLIP. ALL RECEPTACLES SHALL BE GRAY WITH STAINLESS STEEL COVER PLATES. EXACT LOCATIONS AND MOUNTING HEIGHTS SHALL BE COORDINATED WITH THE COUNTER HEIGHTS AND ALL LOCATIONS SHALL BE VERIFIED WITH THE OWNER PRIOR TO ROUGH-IN. GFCI TYPE RECEPTACLES SHALL BE 20 AMP 125V, NON FEED-THRU TYPE.

PANELBOARD

1. PANELBOARDS SHALL BE EQUIPPED WITH COPPER BUS, 98% CONDUCTIVITY, CIRCUIT BREAKERS SHALL BE OF THE BOLT-ON TYPE, SERIES CONNECTED AIC RATINGS SHALL BE ACCEPTABLE AS PER MANUFACTURER'S UL SERIES CONNECTED RATINGS DATA. ACCEPTABLE MANUFACTURERS: SQUARE-D, EATON, GE, SIEMENS.

SAFETY SWITCHES

1. DISCONNECTING MEANS SHALL BE OF THE HEAVY-DUTY TYPE.

SURGE PROTECTION DEVICES

1. SPD UNITS SHALL BE OF THE MODULAR DESIGN TYPE WITH FUSES RATED AT 200 KAIC, INTEGRAL DISCONNECT SWITCH, RED AND GREEN LED'S FOR POWER AND PROTECTION STATUS, UL1449, 3RD EDITION CLAMPING VOLTAGE FOR WYE CIRCUITS AS FOLLOWS.
    - LINE TO NEUTRAL: 400V.
    - LINE TO GROUND: 400V.
    - NEUTRAL TO GROUND: 400V.

FIRE ALARM

1. FIRE ALARM SYSTEM IS EXISTING, SILENT KNIGHT SK-5208 CONTROL PANEL. CONNECT NEW DEVICES TO CLOSEST INITIATING / NOTIFICATION CIRCUIT. FIRE ALARM SYSTEM SHALL REMAIN OPERATIONAL AND FREE OF TROUBLE SIGNALS DURING RENOVATION. CONTACT AZTEK SECURITY AND ALARM SYSTEMS PRIOR TO ANY SYSTEM MODIFICATIONS. PHONE NO. (407) 740-0002.
2. PROVIDE WIRING AS REQUIRED BY THE SYSTEM MANUFACTURER AND APPLICABLE CODES AND STANDARDS. ALL WIRING SHALL BE INSTALLED IN APPROPRIATELY SIZED RED CONDUIT.
3. DUCT DETECTORS SHALL BE FURNISHED UNDER DIVISION 26, INSTALLED IN DUCTWORK BY DIVISION 23 AND WIRED BY DIVISION 26.
4. INSTALLATION SHALL BE PERFORMED BY A COMPANY SPECIALIZING IN INSTALLING THE MANUFACTURERS PRODUCTS WITH A MINIMUM OF (5) FIVE YEARS EXPERIENCE AND CERTIFIED BY THE STATE OF FLORIDA AS A FIRE ALARM INSTALLER.
5. FIRE ALARM SIGNAL INITIATION REQUIRES VERIFICATION FOR SMOKE DETECTORS AND DUCT DETECTORS. ACTIVATION OF DUCT DETECTORS WILL SHUT DOWN UNIT UPON DETECTION.

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SEAL:

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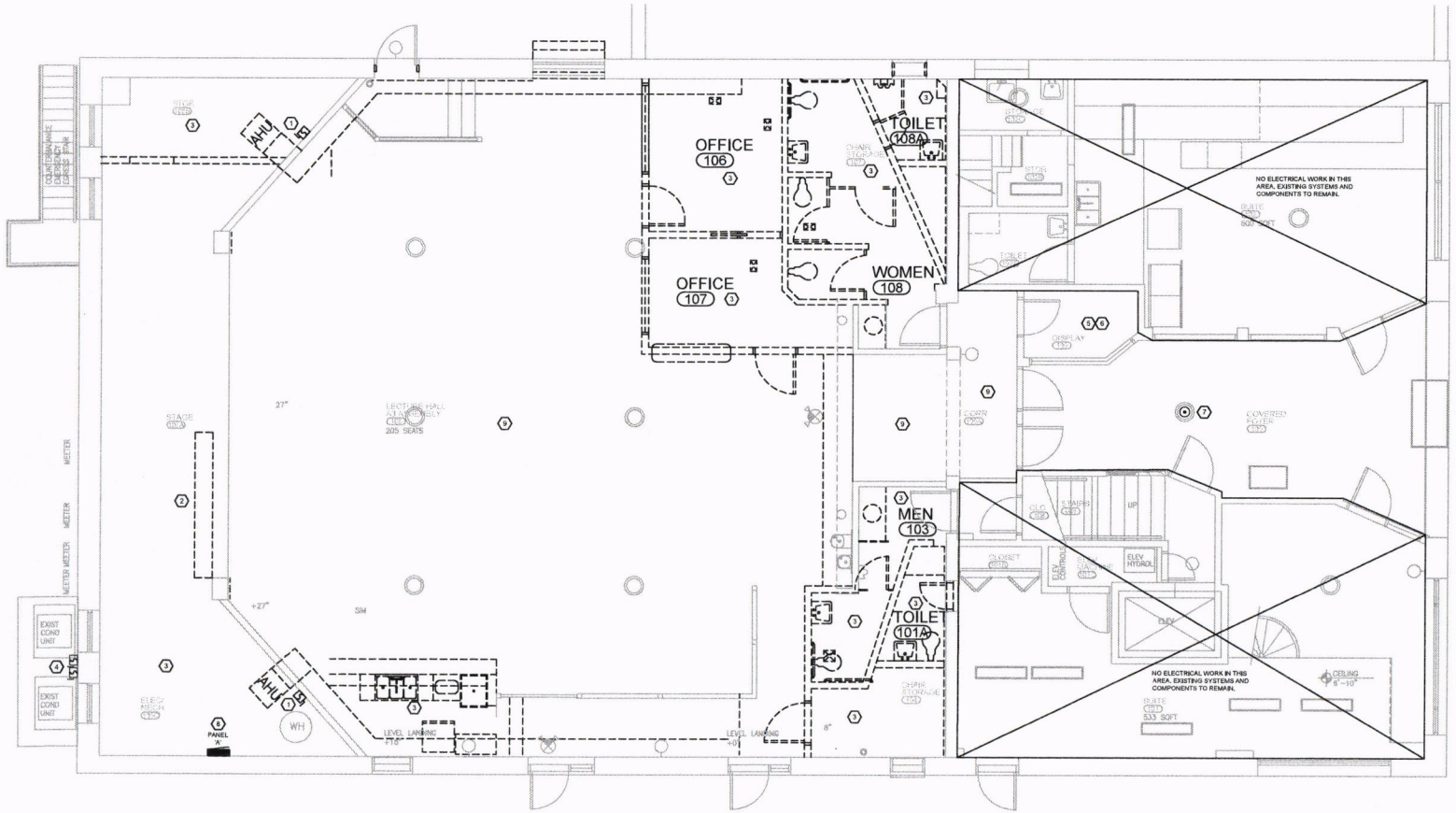
EMERALD ENGINEERING INC
FLORIDA CERTI



N

FIRST FLOOR DEMOLITION - ELECTRICAL

1/4" = 1'-0"

KEYNOTES

1. DISCONNECT AND REMOVE POWER TO EXISTING AIR HANDLING UNIT. REMOVE WIRING AND CONDUIT BACK TO SOURCE.
2. DISCONNECT AND REMOVE EXISTING STAGE LIGHTING AND ASSOCIATED SUPPORT STRUCTURE. REMOVE ALL WIRING AND CONDUIT BACK TO SOURCE INCLUDING WIRING INSTALLED ON CENTER BEAM. STORE, CLEAN AND PROTECT LUMINAIRES FOR REINSTALLATION.
3. DISCONNECT AND REMOVE ALL ELECTRICAL OUTLETS IN THIS ROOM INCLUDING LIGHTING, EXHAUST FANS AND RECEPTACLES. PROTECT CIRCUITS TO BE RECONNECTED TO NEW DEVICES IN ADJACENT LOCATION.
4. DISCONNECT AND REMOVE POWER TO EXISTING CONDENSING UNITS. REMOVE WIRING AND CONDUIT BACK TO SOURCE.
5. REMOVE ALL SURFACE MOUNTED ELECTRICAL CONDUIT. CONDUIT TO BE CONCEALED. RECONNECT WIRING AS REQUIRED.
6. EXISTING LIGHTING IN THIS ROOM TO BE REMOVED. STORE, CLEAN AND PROTECT TO BE REINSTALLED DURING INSTALLATION PHASE. LIGHTING CONTROLS TO REMAIN.
7. EXISTING CHANDELIER IN COVERED FOYER TO BE PROTECTED. REFER TO RENOVATION PLAN FOR ADDITIONAL LIGHTING REQUIREMENTS IN THIS AREA.
8. EXISTING PANEL TO REMAIN. REFER TO RENOVATION PLANS FOR WORK RELATED TO THIS PANEL.
9. EXISTING LIGHTING AND POWER OUTLETS IN THIS AREA TO REMAIN

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FLORIDA CERTIFICATE OF AUTHORIZATION #30787
TEL: (727) 955-0530
EMAIL:INFO@EMERALDENGINEERING.COM EE PROJECT # 2204

Palace Partner LLC

PALACE RENOVATION

410 W Main Street, Leesburg, Florida, 34748

JOB NUMBER:
2204

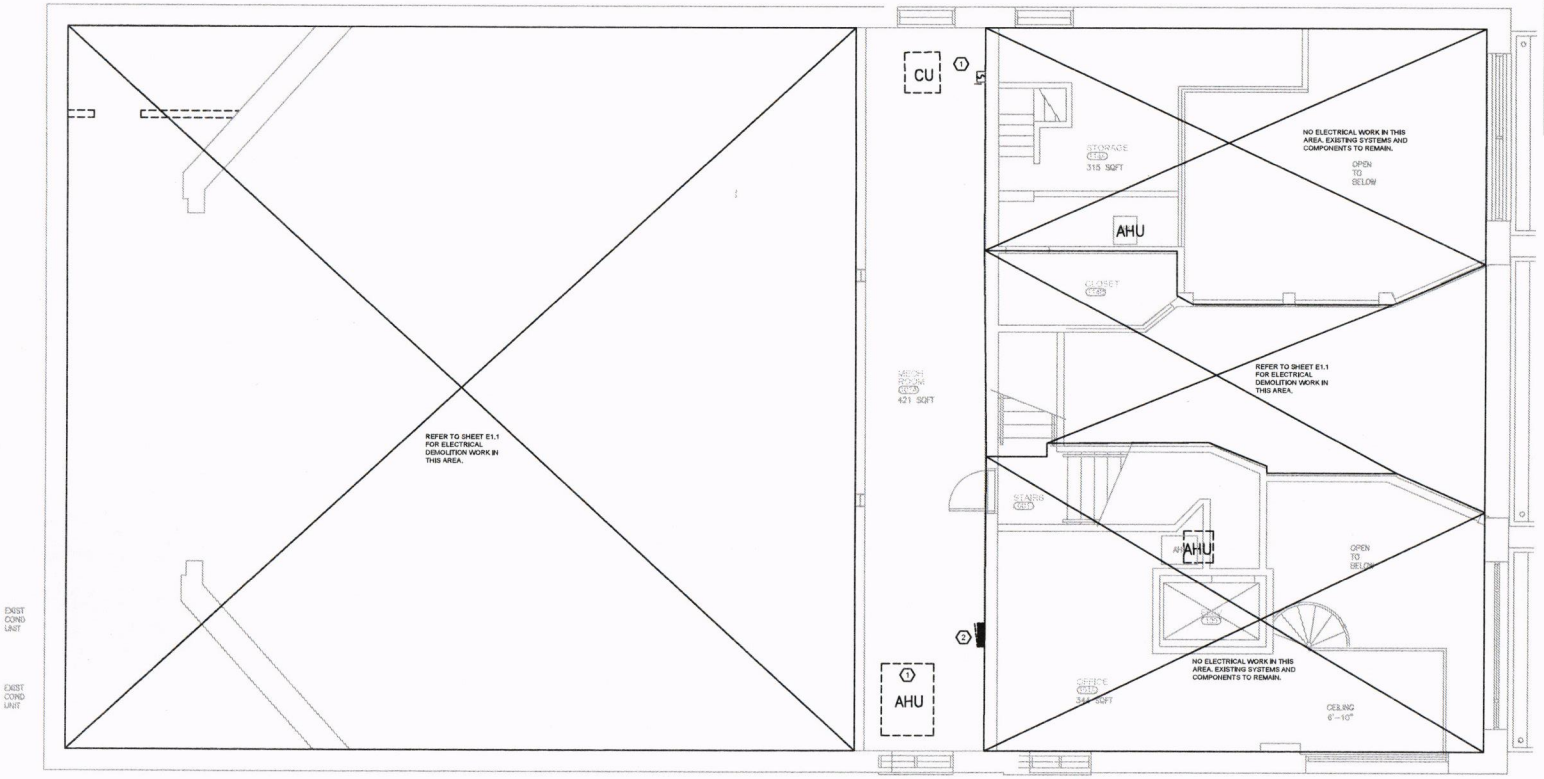
ISSUE DATE:
05.06.2022

DRAWN BY:
MC/MAC

REVISIONS:

SHEET TITLE:
FIRST FLOOR DEMOLITION - ELECTRICAL

SHEET NUMBER
E1.1



KEYNOTES

1. DISCONNECT AND REMOVE POWER TO EXISTING AIR HANDLING UNIT AND CONDENSING UNIT. REMOVE WIRING AND CONDUIT BACK TO SOURCE.
2. EXISTING LOAD CENTER TO BE REPLACED. PROTECT FEEDER TO BE RECONNECTED TO NEW LOAD CENTER IN SAME LOCATION.

N

INTERMEDIATE FLOOR DEMOLITION - ELECTRICAL

1/4"=1'-0"

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Palace Partner LLC

PALACE RENOVATION

410 W Main Street, Leesburg, Florida, 34748

JOB NUMBER:
2204

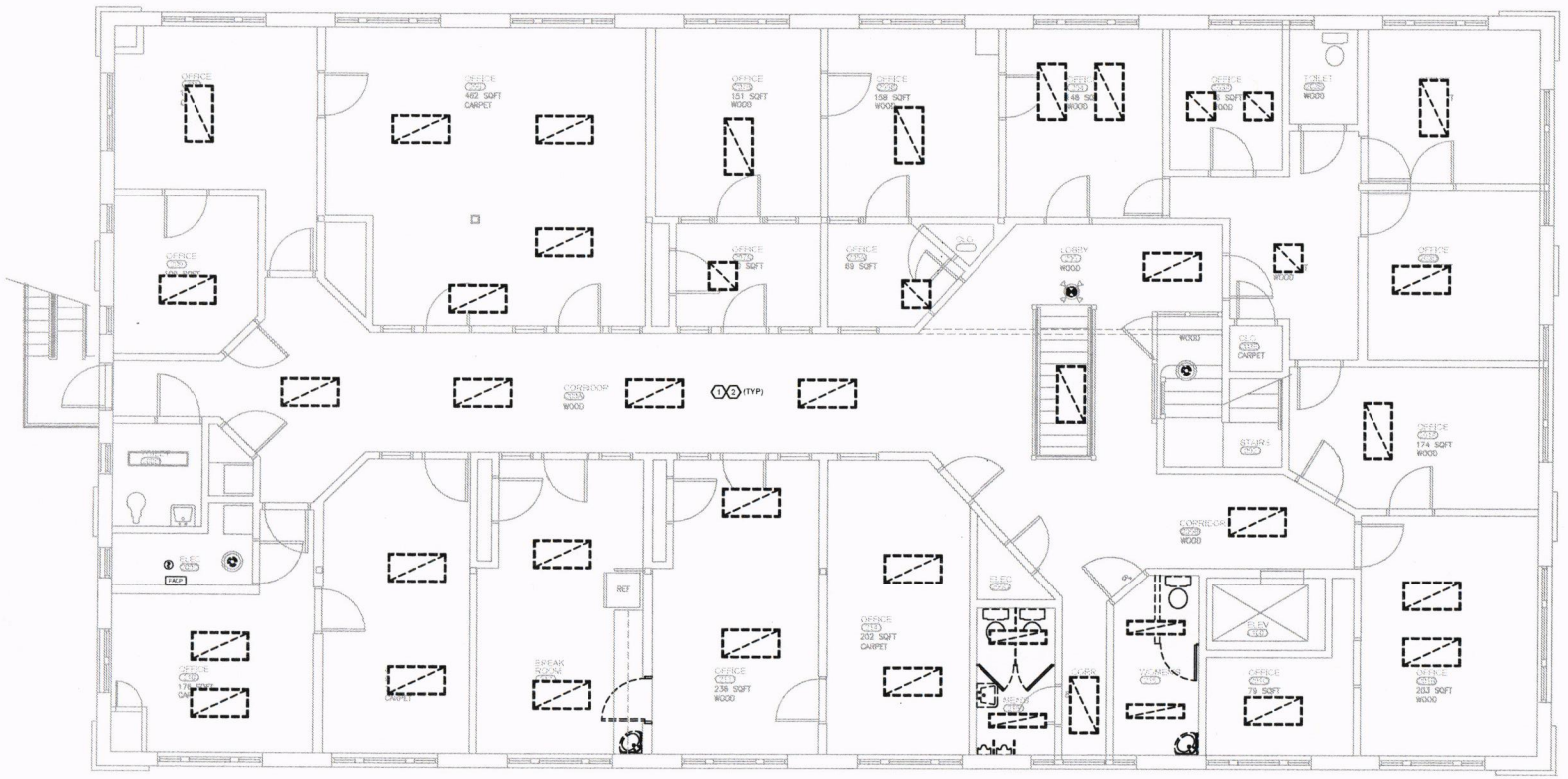
ISSUE DATE:
05.06.2022

DRAWN BY:
MC/MAC

REVISIONS:

SHEET TITLE:
INTERMEDIATE FLOOR DEMOLITION - ELECTRICAL

SHEET NUMBER
E1.2



N

SECOND FLOOR DEMOLITION - ELECTRICAL

1/4" = 1'-0"

KEYNOTES

1. TYPICAL. PROVIDE ADD BID ALTERNATE TO REPLACE ALL EXISTING LIGHTING WITH NEW LED LUMINAIRES ON THIS LEVEL. PROTECT CIRCUITS TO BE RECONNECTED TO NEW LUMINAIRES IN THE SAME LOCATION.
2. TYPICAL. PROVIDE ADD BID ALTERNATE TO UPDATE EXISTING LIGHTING CONTROLS TO MEET FBC REQUIREMENTS ON THIS FLOOR.

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PALACE RENOVATION

410 W Main Street, Leesburg, Florida, 34748

JOB NUMBER:
2204

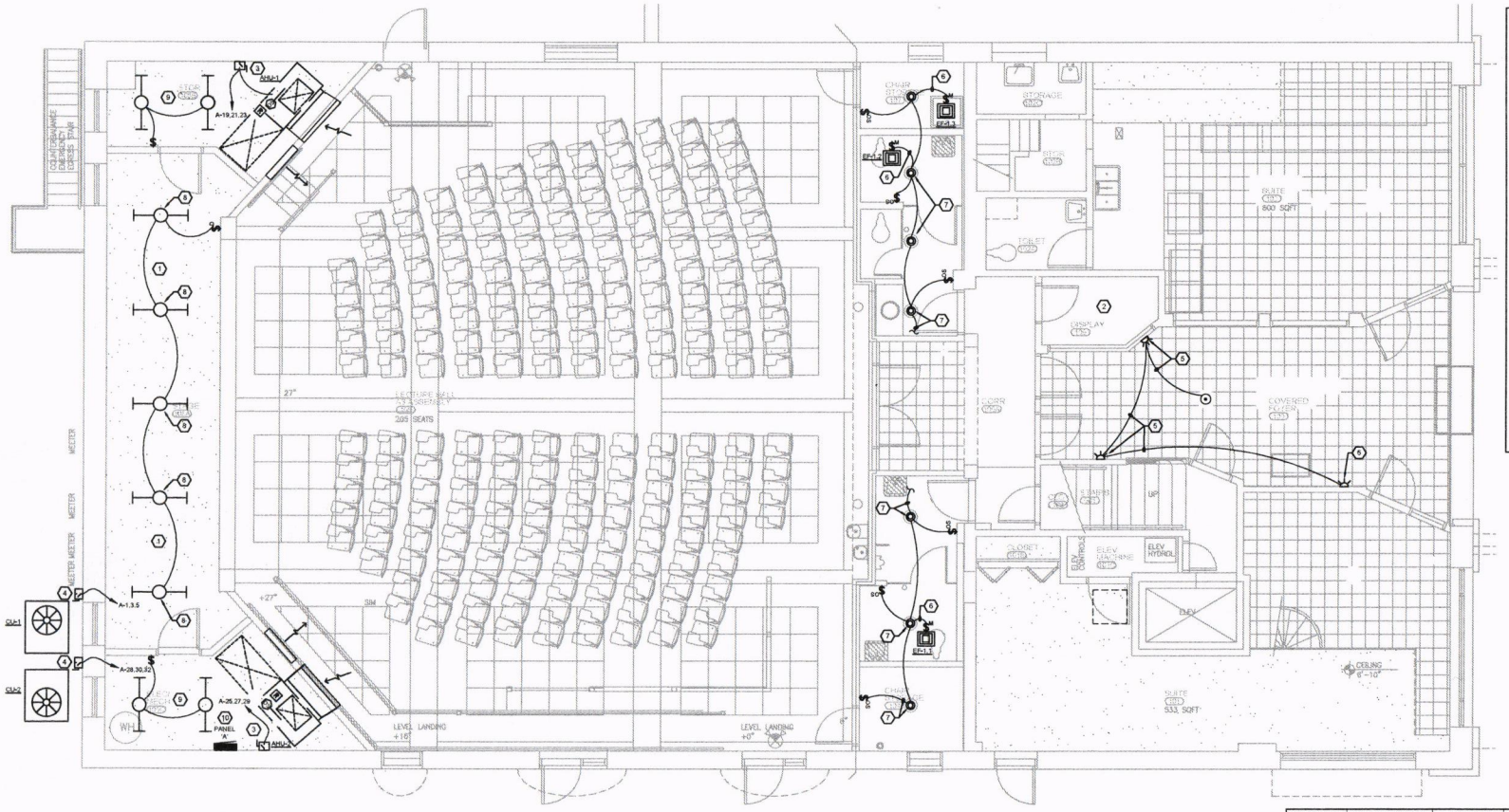
ISSUE DATE:
05.06.2022

DRAWN BY:
MC/MAC

REVISIONS:

SHEET TITLE:
SECOND FLOOR DEMOLITION - ELECTRICAL

SHEET NUMBER:
E1.3



N

FIRST FLOOR RENOVATION - ELECTRICAL

1/4" = 1'-0"

KEYNOTES

1. REINSTALL EXISTING STAGE LIGHTING. RECONNECT TO ORIGINAL LIGHTING CIRCUIT. PROVIDE NEW WIRING AS REQUIRED. CONTROLS TO REMAIN AS ORIGINAL.
2. REINSTALL EXISTING LIGHTING FIXTURE IN THIS ROOM. RECONNECT TO EXISTING LIGHTING CIRCUIT.
3. PROVIDE POWER CONNECTION FOR NEW AUH. PROVIDE (3) #4, #8 G, IN 1 1/4" CONDUIT. DISCONNECT SWITCH 100A/NF/3P/240V/N1
4. PROVIDE POWER CONNECTION FOR NEW CU. PROVIDE (3) #6, #10 G, IN 1" CONDUIT. DISCONNECT SWITCH 60A/NF/3P/240V/N3R.
5. PROVIDE NEW LED WALL SCONCE. CONNECT TO EXISTING LIGHTING CIRCUIT AND CONTROLS. ALL WIRING TO BE CONCEALED. MANUFACTURER: COOPER LIGHTING, MODEL: #673-16-WP-L3/835-UNV-BM-2VTB/2HTB.
6. INTERLOCK NEW FAN WITH LIGHTING CIRCUIT SERVING THIS ROOM. PROVIDE TIME DELAY SWITCH OR OCCUPANCY SENSOR TO CONTROL FAN AND LIGHTS. FAN SHALL RUN FOR 10 MINUTES AFTER ROOM IS UNOCCUPIED.
7. PROVIDE SURFACE MOUNTED DOWNLIGHT, HALO #HLC9-12-940-1E-WH, MOUNTS TO A 4" OCTAGONAL STEEL BOX ABOVE CEILING. CONNECT TO EXISTING LIGHTING CIRCUIT SERVING THIS AREA.
8. PROVIDE GENERAL STAGE LIGHTING. CONNECT TO EXISTING CIRCUIT SERVING THIS AREA. COORDINATE LOCATION WITH EXISTING STAGE PRODUCTION LIGHTS. PROVIDE NEW CONTROLS AS REQUIRED. METALUX #4SLSTP4040DD-UNV, 41W, 4000K STRIP.
9. PROVIDE NEW GENERAL ROOM LIGHTING AND CONTROLS. METALUX #4SLSTP4040DD-UNV, 41W, 4000K STRIP. CONNECT TO EXISTING LIGHTING CIRCUIT SERVING THIS AREA.
10. REFER TO PANEL SCHEDULE THIS SHEET FOR WORK RELATED TO THIS PANEL.

PANEL "A" SIEMENS				208Y/120V, 3Ø, 4W 200A MLO 200A BUS		NEMA-1 SURFACE			22,000 AIC EXISTING		COPPER BUS SOLID NEUTRAL	
CKT	AMPS	POLE	DESCRIPTION	NOTES	LOAD VA	CKT	AMPS	POLE	DESCRIPTION	NOTES	LOAD VA
1					3552	2	20	1	SPARE		0
3	60	3	CU-1	1	3552	4	20	1	SPARE		0
5					3552	6	20	1	SPARE		0
7	20	1	SCONCE LIGHTS		500	8	20	1	RECEPTACLE		1080
9	20	1	NE PENDANT LIGHTS		800	10	20	1	SPARE		0
11	20	1	FRONT RESTRM SCONCE		500	12	20	1	SPARE		0
13	20	1	EXISTING LOAD		1000	14	20	1	RECEPTACLE		1080
15	20	1	EXISTING LOAD		1000	16	20	1	LIGHTING		1000
17	20	1	N / S PENDANT LIGHTS		1000	18	20	1	LIGHTING		1000
19					7200	20	20	1	RECEPTS CENTER STAGE		1080
21	80	3	AHU-1	1	7200	22	20	1	RECEPTS WEST STAGE		1080
23					7200	24	20	1	SR STRIP		500
25					7200	26	20	1	SL STRIP		500
27	80	3	AHU-2	1	7200	28					3552
29					7200	30	60	3	CU-2	1	3552
31	20	1	RECEPTS		1080	32					3552
33	20	1	RECEPTS		1080	34	60	2	SPARE		0
35	30	2	EWH		2250	36					0
37					2250	38			SPACE		0
39			SPACE		0	40			SPACE		0
41			SPACE		0	42			SPACE		0

NOTES:
1. REPLACE EXISTING CB WITH NEW AS SHOWN
2.
3.
4.
5.
6.
7.

LOAD DESCRIPTION	CONNECTED LOAD (VA)	DEMAND FACTOR	DEMAND LOAD (VA)
LIGHTING	5,800	1.25	7,250
HVAC - COOL	21,312	0.00	0
HVAC - HEAT	43,200	1.00	43,200
RECEPTACLE	6,480	1.00	6,480
MISC	6,500	1.00	6,500
TOTAL	83,292		63,430
TOTAL DEMAND CURRENT @ 208Y/120V, 3Ø			176.1 AMPS

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FLORIDA CERT #34548
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Palace Partner LLC

PALACE RENOVATION

410 W Main Street, Leesburg, Florida, 34748

JOB NUMBER: 2204

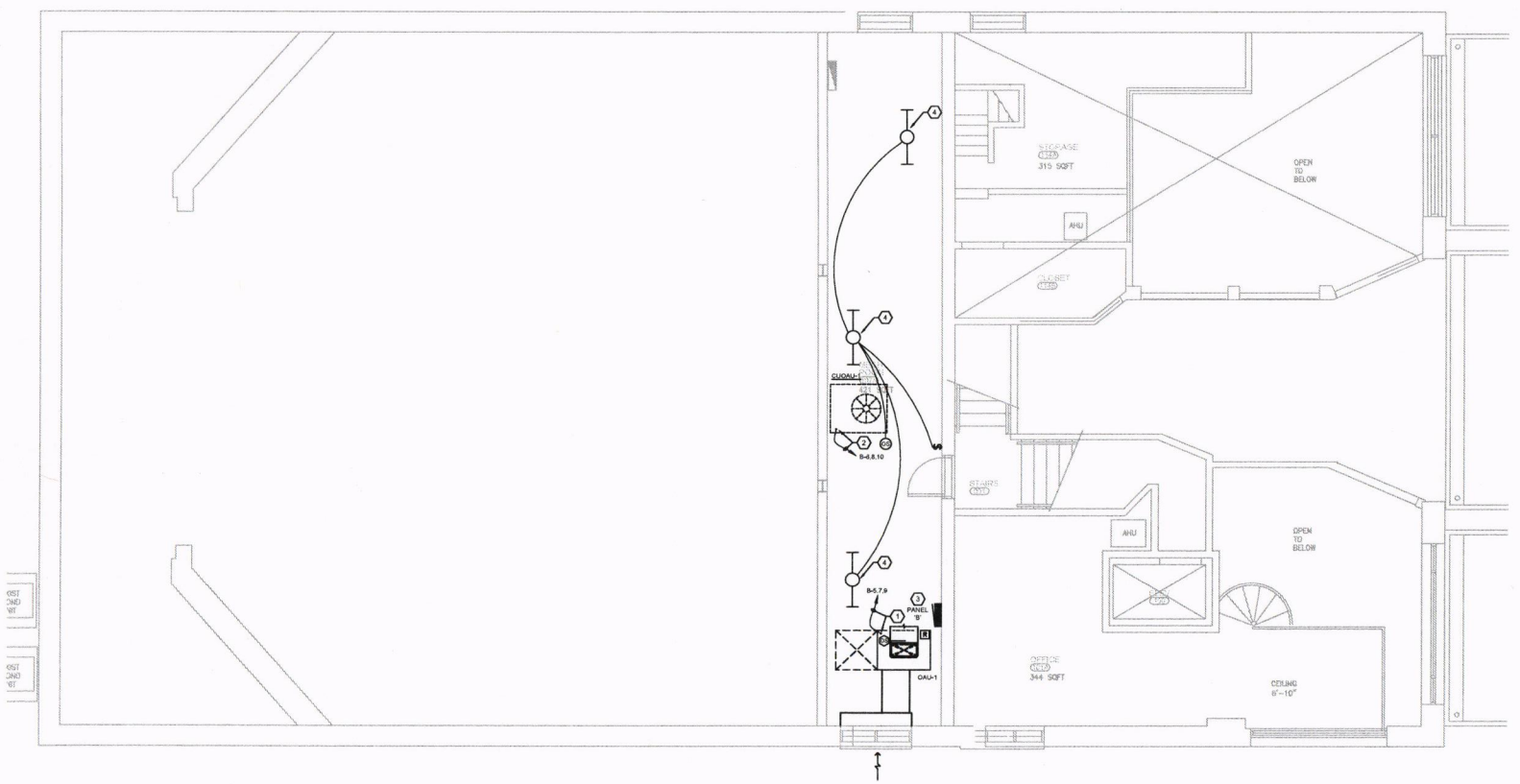
ISSUE DATE: 05.06.2022

DRAWN BY: MC/MAC

REVISIONS:

SHEET TITLE: FIRST FLOOR RENOVATION - ELECTRICAL

SHEET NUMBER: E2.1



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INTERMEDIATE FLOOR RENOVATION - ELECTRICAL

1/4" = 1'-0"

KEYNOTES

1. PROVIDE POWER CONNECTION FOR NEW OAU-1, PROVIDE (3) #4, #8 G, IN 1 1/4" CONDUIT.
2. PROVIDE POWER CONNECTION FOR NEW CUOAU-1, PROVIDE (3) #12, #12G, IN 1/2" CONDUIT.
3. PROVIDE NEW LOAD CENTER, CONNECT TO EXISTING FEEDER.
4. COORDINATE LUMINAIRE LOCATION WITH DUCTWORK, METALUX 8HAPVTLD-40L840, 40W, 4000K, VAPORTIGHT, CONNECT TO EXISTING LIGHTING CIRCUIT SERVING THIS AREA.

PANEL B" SQUARE D, NQ			208Y/120V, 3Ø, 4W		125A MLO 125A BUS		NEMA-1 SURFACE			10,000 AIC FULLY RATED		COPPER BUS SOLID NEUTRAL
CKT	AMPS	POLE	DESCRIPTION	NOTES	LOAD VA	CKT	AMPS	POLE	DESCRIPTION	NOTES	LOAD VA
1	60	2	STORE PANEL		6500	2			EXISTING LOAD		1000
3					6500	4			EXISTING LOAD		1000
5					7536	6					710
7	70	3	OAU-1		7536	8	15	3	CUOAU-1		710
9					7536	10					710
11			SPARE		0	12			SPACE		0
13			SPARE		0	14			SPACE		0
15			SPACE		0	16			SPACE		0
17			SPACE		0	18			SPACE		0
19			SPACE		0	20			SPACE		0
21			SPACE		0	22			SPACE		0
23			SPACE		0	24			SPACE		0

NOTES	LOAD DESCRIPTION	CONNECTED LOAD (VA)	DEMAND FACTOR	DEMAND LOAD (VA)
1	LIGHTING	2,000	1.25	2,500
2	HVAC - COOL	13,034	0.00	0
3	HVAC - HEAT	16,704	1.00	16,704
4	RECEPTACLE	3,000	1.00	3,000
5	MISC	5,000	1.00	5,000
6	TOTAL	39,738		27,204
7	TOTAL DEMAND CURRENT @ 208Y/120V, 3Ø			75.5 AMPS

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FLORIDA ENGINEERING AUTHORIZATION #30

Palace Partner LLC

PALACE RENOVATION

410 W Main Street, Leesburg, Florida, 34748

JOB NUMBER: 2204

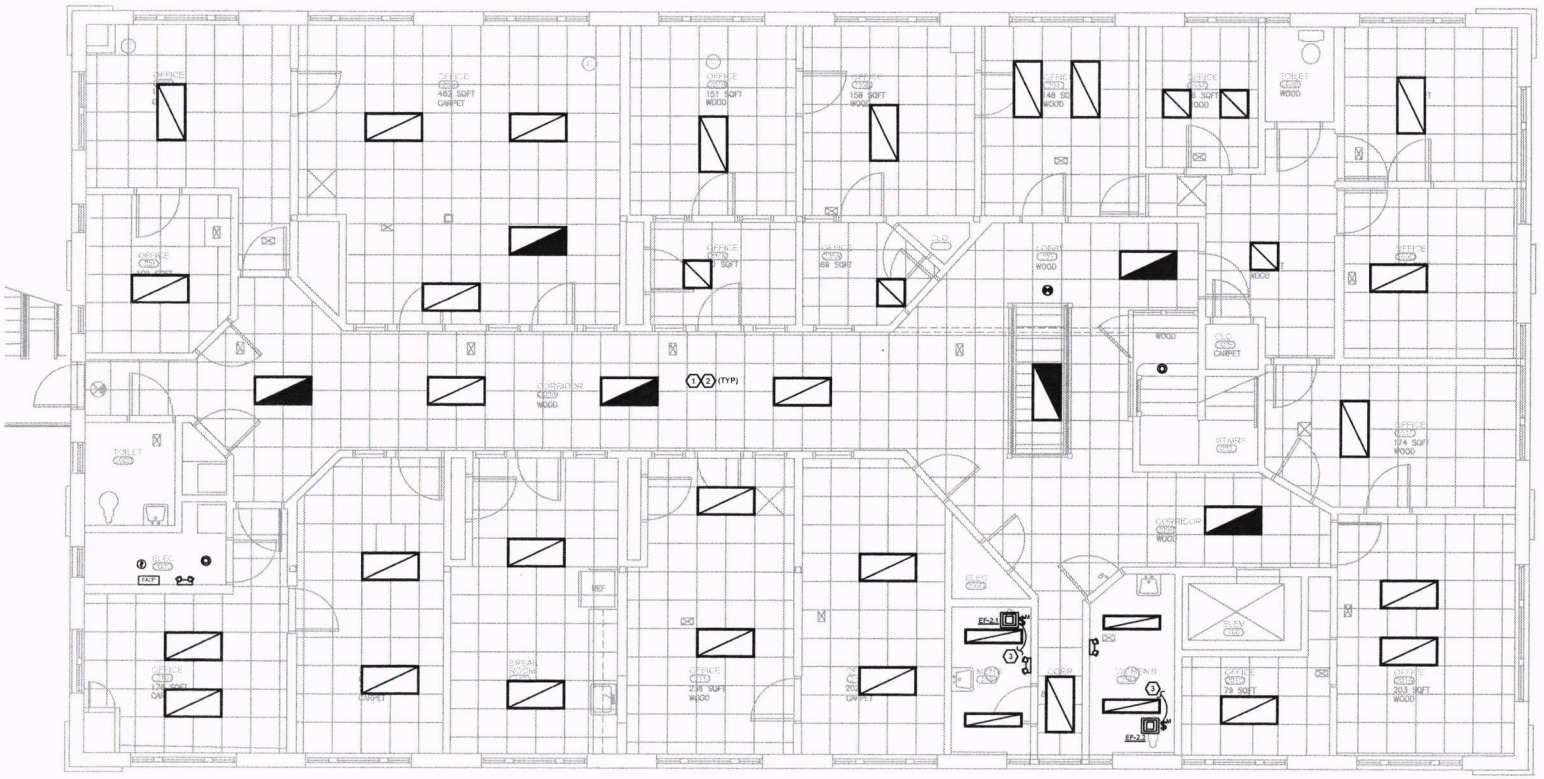
ISSUE DATE: 05.06.2022

DRAWN BY: MC/MAC

REVISIONS:

SHEET TITLE: INTERMEDIATE FLOOR RENOVATION - ELECTRICAL

SHEET NUMBER E2.2



N

SECOND FLOOR RENOVATION - ELECTRICAL

1/4" = 1'-0"

KEYNOTES

1. PROVIDE BID ALTERNATE TO REPLACE ALL EXISTING LIGHTING FIXTURES WITH NEW LED LUMINAIRES ON THIS LEVEL. RECONNECT TO EXISTING CIRCUITS IN THE SAME LOCATION. CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS AND QUANTITY OF FIXTURES PRIOR TO BID.
   PROVIDE FIXTURES AS FOLLOWS:
   1X4 (39W), 2X2 (32W), 2X4 (38W) LAY-IN.
   MANUFACTURER: COOPER LIGHTING, METALUX, FLAT PANEL, CGT LED SERIES. CCT: 3500K, CRI: 80, VOLTAGE: 120V.
   PROVIDE INTEGRAL BATTERY OPTION TO DESIGNATED 2X4 EMERGENCY LUMINAIRES. MODIFY WIRING AS REQUIRED FOR BATTERY CHARGING AHEAD OF LOCAL SWITCH.

   EMERGENCY UNITS AND EXIT SIGNS:
   MANUFACTURER: SURE LITES. EMERGENCY UNITS AP SERIES. EXIT SIGNS: LPX SERIES, LED, SELF POWERED, 120V, INJECTION-MOLDED POLYCARBONATE HOUSING.
2. PROVIDE SEPARATE ADD BID ALTERNATE TO UPDATE EXISTING LIGHTING CONTROLS TO MEET THE F.B.C. REQUIREMENTS ON THIS FLOOR.
3. INTERLOCK NEW FAN WITH LIGHTING CIRCUIT SERVING THIS ROOM. PROVIDE TIME DELAY SWITCH OR OCCUPANCY SENSOR TO CONTROL FAN AND LIGHTS. FAN SHALL RUN FOR 10 MINUTES AFTER ROOM IS UNOCCUPIED.

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TEL: (813) 956-1560
WWW.EMERALDAE.COM EB #0030718 2/2023

Palace Partner LLC

PALACE RENOVATION

410 W Main Street, Leesburg, Florida, 34748

JOB NUMBER:
2204

ISSUE DATE:
05.06.2022

DRAWN BY:
MC/MAC

REVISIONS:

SHEET TITLE:
SECOND FLOOR RENOVATION - ELECTRICAL

SHEET NUMBER
E2.3

Application and Certificate for Payment

TO OWNER:
Palace Partners LLC
3914 Centreville Rd., #300 |
Chantilly, VA 20151

PROJECT:
Palace Renovation
410 W Main Street
Leesburg, FL 34748

APPLICATION NO: 4
PERIOD TO: 10/31/2022
CONTRACT FOR:
CONTRACT DATE: 7/8/2022
PROJECT NOS:

DISTRIBUTION TO:
OWNER ☑
ARCHITECT ☑
CONTRACTOR ☐
FIELD ☐
OTHER ☐

FROM CONTRACTOR:
Morton Construction Company
2825 Richmond Ave
Sanford, Florida 32773

VIA ARCHITECT:
Shumake Architecture, PA
2907 W Bay to Bay Blvd, Suite 210
Tampa, FL 33629

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$473,116.75
2. Net change by Change Orders		$120,424.20
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$593,540.95
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$561,695.12
5. RETAINAGE:		
a. 10.00 % of Completed Work (Column D + E on G703)	$56,169.56	
b. 0.00 % of Stored Material (Column F on G703)	$0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$56,169.56
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$505,525.56
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$286,713.53
8. CURRENT PAYMENT DUE		$218,812.03
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$88,015.39

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$103,363.10	$0.00
Total approved this Month	$17,061.10	$0.00
TOTALS	$120,424.20	$0.00
NET CHANGES by Change Order		$120,424.20

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Morton Construction Company
By: _____ Date: 10/24/2022

State of: Florida
County of: Seminole
Subscribed and sworn to before me this 24th day of Oct-22

Notary Public State of Florida
Kevin Kennel
My Commission
HH 195769
Exp. 11/7/2025

Notary Public:
My Commission expires: 11.7.25

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED #218,812.03
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: Shumake Architecture, PA
By: _____ Date: 10.27.2022

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Continuation Sheet

PAGE: 1

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.
In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 4
APPLICATION DATE: 7/8/2022
PERIOD TO: 10/31/2022
GC'S PROJECT NO: 2202

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION	THIS PERIOD					
1	01 31 00 - Project Management	$39,538.91	$29,654.19	$5,930.84	$0.00	$35,585.03	90.00%	$3,953.88	$3,558.49
2	01 41 00 - Regulatory Requirements	$1,145.16	$1,145.16	$0.00	$0.00	$1,145.16	100.00%	($0.00)	$114.52
3	01 45 00 - Quality Control	$1,145.16	$1,145.16	$0.00	$0.00	$1,145.16	100.00%	($0.00)	$114.52
4	01 52 00 - Construction Facilities	$343.55	$171.78	$171.78	$0.00	$343.56	100.00%	($0.01)	$34.36
5	01 54 00 - Construction Aids	$3,607.25	$372.18	$3,235.08	$0.00	$3,607.26	100.00%	($0.01)	$360.73
6	01 56 00 - Temporary Barriers and Enclosures	$1,717.74	$286.30	$1,431.45	$0.00	$1,717.75	100.00%	($0.01)	$171.78
7	01 71 00 - Examination and Preparation	$1,145.16	$1,145.16	$0.00	$0.00	$1,145.16	100.00%	($0.00)	$114.52
8	01 74 00 - Cleaning and Waste Management	$13,570.14	$5,785.92	$6,828.02	$0.00	$12,613.94	92.95%	$956.20	$1,261.40
9	01 77 00 - Closeout Procedures	$1,145.16	$0.00	$0.00	$0.00	$0.00	0.00%	$1,145.16	$0.00
10	01 78 00 - Closeout Submittals	$2,862.90	$0.00	$0.00	$0.00	$0.00	0.00%	$2,862.90	$0.00
11	02 41 00 - Demolition	$25,193.50	$25,193.50	$0.00	$0.00	$25,193.50	100.00%	($0.00)	$2,519.35
12	03 06 00 - Schedules for Concrete	$6,298.37	$6,298.37	$0.00	$0.00	$6,298.37	100.00%	$0.00	$629.84
13	03 15 00 - Concrete Accessories	$572.58	$572.58	$0.00	$0.00	$572.58	100.00%	($0.00)	$57.26
14	03 37 00 - Specialty Placed Concret	$1,717.74	$1,717.74	$0.00	$0.00	$1,717.74	100.00%	($0.00)	$171.77
15	04 21 00 - Clay Unit Masonry	$3,435.48	$0.00	$3,435.48	$0.00	$3,435.48	100.00%	($0.00)	$343.55
16	05 12 00 - Structural Steel Framing	$1,717.74	$1,717.75	$0.00	$0.00	$1,717.75	100.00%	($0.01)	$171.77
17	05 41 00 - Structural Metal Stud Framing	$10,306.43	$10,306.43	$0.00	$0.00	$10,306.43	100.00%	$0.00	$1,030.64
18	06 10 00 - Rough Carpentry	$2,862.90	$2,862.90	$0.00	$0.00	$2,862.90	100.00%	($0.00)	$286.29
19	06 16 00 - Sheathing	$6,870.95	$1,717.75	$5,153.23	$0.00	$6,870.98	100.00%	($0.03)	$687.10
20	06 20 00 - Finish Carpentry	$6,096.83	$1,524.21	$4,572.62	$0.00	$6,096.83	100.00%	($0.00)	$609.68
21	06 41 00 - Architectural Wood Casework	$18,893.98	$1,889.40	$17,004.58	$0.00	$18,893.98	100.00%	($0.00)	$1,889.40
22	06 43 00 - Wood Stairs and Railings	$5,248.26	$2,624.13	$2,099.30	$0.00	$4,723.43	90.00%	$524.83	$472.34
23	06 46 00 - Wood Trim	$5,161.23	$2,580.62	$2,064.49	$0.00	$4,645.11	90.00%	$516.12	$464.51
24	07 11 00 - Dampproofing	$1,925.01	$0.00	$1,925.01	$0.00	$1,925.01	100.00%	$0.00	$192.50

Continuation Sheet

PAGE: 2

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.
In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 4
APPLICATION DATE: 7/8/2022
PERIOD TO: 10/31/2022
GC'S PROJECT NO: 2202

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION	THIS PERIOD					
25	08 11 00 - Metal Doors and Frames	$13,659.46	$10,702.65	$2,956.80	$0.00	$13,659.45	100.00%	$0.01	$1,365.95
26	09 21 00 - Plaster and Gypsum Board Assemblie	$12,024.17	$12,024.17	$0.00	$0.00	$12,024.17	100.00%	$0.00	$1,202.42
27	09 30 00 - Tiling	$80,793.26	$40,396.63	$40,396.63	$0.00	$80,793.26	100.00%	$0.00	$8,079.34
28	09 91 00 - Painting	$46,896.55	$34,657.10	$5,308.05	$0.00	$39,965.15	85.22%	$6,931.40	$3,996.52
29	10 21 00 - Compartments and Cubicles	$5,725.80	$0.00	$0.00	$0.00	$0.00	0.00%	$5,725.80	$0.00
30	10 26 00 - Wall and Door Protection	$2,862.90	$0.00	$2,862.90	$0.00	$2,862.90	100.00%	($0.00)	$286.29
31	21 05 00 - Common Work Results for Fire Suppr	$11,451.59	$8,588.69	$2,290.32	$0.00	$10,879.01	95.00%	$572.58	$1,087.90
32	22 11 00 - Facility Water Distribution	$32,064.45	$24,048.34	$6,412.89	$0.00	$30,461.23	95.00%	$1,603.22	$3,046.12
33	22 13 00 - Facility Sanitary Sewerage	$32,064.45	$24,048.34	$6,412.89	$0.00	$30,461.23	95.00%	$1,603.22	$3,046.13
34	26 05 00 - Common Work Results for Electrical	$60,063.59	$45,104.95	$11,955.46	$0.00	$57,060.41	95.00%	$3,003.18	$5,706.04
35	28 46 00 - Fire Detection and Alarm	$12,988.39	$2,597.68	$9,091.87	$0.00	$11,689.55	90.00%	$1,298.84	$1,168.95
36	Change Order 1.3 - Ext Conditions	$9,200.00	$9,200.00	$0.00	$0.00	$9,200.00	100.00%	$0.00	$920.00
37	Change Order 2 - Plumbing	$4,594.25	$3,445.69	$0.00	$0.00	$3,445.69	75.00%	$1,148.56	$344.57
38	Change Order 3 - Finishes	$1,221.50	$0.00	$1,221.50	$0.00	$1,221.50	100.00%	$0.00	$122.15
39	Change Order 4 - HVAC	$80,640.00	$0.00	$80,640.00	$0.00	$80,640.00	100.00%	$0.00	$8,064.00
40	Change Order 5 - Finishes	$2,103.46	$2,103.47	$0.00	$0.00	$2,103.47	100.00%	($0.01)	$210.35
41	Change Order 7 - Plumbing	$2,662.25	$0.00	$2,662.25	$0.00	$2,662.25	100.00%	$0.00	$266.23
42	Change Order 8 - Metals	$1,546.61	$1,546.61	$0.00	$0.00	$1,546.61	100.00%	$0.00	$154.66
43	Change Order 9 - Woods, Plastics, Comp	$1,395.03	$1,395.03	$0.00	$0.00	$1,395.03	100.00%	$0.00	$139.50
44	Change Order 11 - Wood, Plastics, Comp	$2,875.00	$0.00	$2,875.00	$0.00	$2,875.00	100.00%	$0.00	$287.50
45	Change order 12 - Plumbing	$2,735.85	$0.00	$2,735.85	$0.00	$2,735.85	100.00%	$0.00	$273.59
46	Change Order 13 - Wood, Plastics, Comp	$4,453.49	$0.00	$4,453.49	$0.00	$4,453.49	100.00%	$0.00	$445.35
47	Change Order 14 - HVAC	$5,271.76	$0.00	$5,271.76	$0.00	$5,271.76	100.00%	$0.00	$527.18
48	Change Order 16 - Plumbing	$1,725.00	$0.00	$1,725.00	$0.00	$1,725.00	100.00%	$0.00	$172.50
		$593,540.94	**$318,570.58**	**$243,124.54**	**$0.00**	**$561,695.12**	**94.63%**	**$31,845.82**	**$56,169.56**

Morton Construction Company
2825 Richmond Ave
Sanford, Florida 32773
407 322-0754
http://www.morton-construction.net

MORTON Construction Company

Change Order Summary - All

Palace Renovation

NO.	NAME	DESCRIPTION	SUBMITTED	APPROVED	STATUS	CLIENT PRICE
1	**Ext Conditions** Restroom Floor	*demo and repair of 2nd floor men's restroom floor*	8/7/2022		Rejected	$ 12,650.00
1.1	**Ext Conditions** Restroom Floor	*demo and repair of 2nd floor men's restroom floor*	8/15/2022		Rejected	$ 11,500.00
1.3	**Change Order 1.3 - Ext Conditions**	*demo and repair of 2nd floor men's restroom floor*	8/19/2022	8/23/2022	Approved	$ 9,200.00
2	**Change Order 2 - Plumbing** Water heater	*supply and install water 40 gal water heater and feed 4 restrooms with CPV piping. 1st and 2nd floors.*	8/20/2022	8/23/2022	Approved	$ 4,594.25
3	**Change Order 3 - Finishes** Flooring	*alternate flooring upgrade to maintain schedule. Splitting cost with Owner 50%-50%*	9/7/2022	9/15/2022	Approved	$ 1,221.50
4	**Change Order 4 - HVAC** HVAC	*HVAC per attached*	9/3/2022	9/20/2022	Approved	$ 80,640.00
5	**Change Order 5 - Finishes** drywall	*patch and repairs of second floor drywall damage*	9/7/2022	9/15/2022	Approved	$ 2,103.47

6 - Voided	**Change Order 6 - Wood, Plastics, Comp - VOIDED** Stage & Ramp	*Framing for stage and ramp*	9/10/2022		Rejected	$ 5,520.00
7	**Change Order 7 - Plumbing** Plumbing second floor	*Remove and cap plumbing for second floor Patch walls where plumbing pipes and fixtures were removed*	9/8/2022	9/20/2022	Approved	$ 2,662.25
8	**Change Order 8 - Metals** Roof ladder	*supply and install roof ladder*	9/10/2022	9/15/2022	Approved	$ 1,546.61
9	**Change Order 9 - Woods, Plastics, Comp** Asbestos	*plywood to cover up asbestos on loft*	9/11/2022	9/20/2022	Approved	$ 1,395.03
10	**Change Order 10 - Wood, Plastics, Comp** Structural caulking	*fill structural cracks on exterior of building with elastomeric expansion joint caulking*	9/25/2022		Rejected	$ 7,899.30
11	**Change Order 11 - Wood, Plastics, Comp** 2nd Floor windows	*Fix and secure second floor windows per contract agreement. 10 @ $250.00*	9/26/2022	9/29/2022	Approved	$ 2,875.00
12	**Change order 12 - Plumbing** Bathroom fixtures	*supply and install replacement fixtures, framing and drywall in bathrooms 200 and 203*	9/26/2022	9/29/2022	Approved	$ 2,735.85
13	**Change Order 13 - Wood, Plastics, Comp** Suite 101	*add wood, plywood and flooring to Suite 101*	10/2/2022	10/13/2022	Approved	$ 4,453.49
14	**Change Order 14 - HVAC** Mechanical shaft and curb	*work for mechanical shaft and curb*	10/2/2022	10/13/2022	Approved	$ 5,271.76

15	**Change Order 15 - Wood, Plastic, Comp** Retail 101 Stairs	*add stairs for retail space 101*	10/11/2022		Rejected	$ 8,533.00
15.1	**Change Order 15.1 - Wood, Plastics, Comp** add stairs for retail space 101	*add stairs for retail space 101*	10/19/2022		**Pending**	**$ 5,060.00**
16	**Change Order 16 - Plumbing** sewer and water line space 101	*add sewer and water line to space 101*	10/11/2022	10/19/2022	Approved	$ 1,725.00
					Total Change Orders	**$ 171,586.50**

Non-Approved Change Orders

Total Draft Change Orders	**$ 0.00**
Total Pending Change Orders	**$ 5,060.00**
Total Rejected Change Orders	$ 46,102.30

Adjusted Contract Price

Initial Contract Price	**$ 473,116.75**
Total Accepted Change Orders	$ 120,424.20
Adjusted Contract Price	**$ 593,540.95**

Added Time Summary

Initial Project Duration	**62 workdays**
Added Time	**38 workdays**
Adjusted Project Duration	**100 workdays**

Check Register - Summary
Palace Partners, LLC
Start: 01/01/2022 | End: 10/31/2022

Run Date: 10/28/2022
Run Time: 12:38 PM

Date	Check	Vendor	Reference	Amount
08/04/2022	10	ARMINCO AIR INC	7/22 HVAC	$15,751.49
08/30/2022	13	ARMINCO AIR INC	Equipment only for Florida Job#18232	$7,045.20
08/30/2022	15	CAPTIVEAIRE SYSTEMS	Palace Renovation Job#558067	$31,662.03
08/04/2022	8	MORTON CONSTRUCTION COMPANY	7/22 Palace Renovation	$37,312.77
08/30/2022	11	MORTON CONSTRUCTION COMPANY	Commercial Renovation Project#2202	$32,601.05
09/23/2022	16	MORTON CONSTRUCTION COMPANY	09/22 Renovation	$36,575.60
10/18/2022	17	MORTON CONSTRUCTION COMPANY	10/22 Palace Renovation	$184,935.83
09/06/2022	100016	SENATORE INC.	Renovation Cadd	$5,000.00
07/06/2022	100011	SHUMAKE ARCHITECTURE, PA	Docs/Permitting/Bidding	$8,257.28
08/04/2022	100013	SHUMAKE ARCHITECTURE, PA	Permitting/Bidding/ MEP	$9,700.00
			Total:	**$368,841.25**

VENDOR: ARMINC ARMINCO AIR INC

CHECK NO. 10

UR REF. NO.	YOUR INV. NO.	INVOICE DATE	INVOICE AMOUNT	AMOUNT PAID	DISCOUNT TAKEN
7/22 HVAC	1005738	8/4/2022	$15,751.49	$15,751.49	.00

Palace Partners, LLC

Total: $15,751.49

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

CAPITOL PROPERTY MANAGEMENT

John Marshall Bank

Palace Partners, LLC
3914 Centreville Road 300
Chantilly VA 20151

CHECK NO.	CHECK DATE	VENDOR NO.
10	8/4/2022	ARMINC

CHECK AMOUNT

Pay: *** FIFTEEN THOUSAND SEVEN HUNDRED FIFTY ONE DOLLARS AND 49/100 CENTS *** ** $15,751.49 **

PAY TO THE ORDER OF
ARMINCO AIR INC
1319 Shepard Dr Suite F
Sterling VA 20164

AUTHORIZED SIGNATURE

⑈0000 10⑈ ⑆056009356⑆ 10000 74557⑈

VENDOR: ARMINC ARMINCO AIR INC

CHECK NO. 10

UR REF. NO.	YOUR INV. NO.	INVOICE DATE	INVOICE AMOUNT	AMOUNT PAID	DISCOUNT TAKEN
7/22 HVAC	1005738	8/4/2022	$15,751.49	$15,751.49	.00

Palace Partners, LLC

Total: $15,751.49

ARMINCO AIR, INC
Heating & Air Conditioning

1319 Shepard Drive Unit F
Sterling VA 20164
(703) 430-7100,
Alen@armincoair.com

Invoice

DATE	07/29/2022
INVOICE #	1005738
TERMS	NET 15
PO #	

BILL TO

Capitol Companies

3914 Centreville Rd # 300
Chantilly, VA, 201513289

Jeffrey Lawrence

jlawrence@capitolcorp.com

SERVICE LOCATION

Capitol Companies

3914 Centreville Rd # 300
Chantilly, VA, 201513289

jlawrence@capitolcorp.com

JOB#	DATE	PO	DESCRIPTION
18232	07/29/2022		Equipment only for florida **Completion Notes:** Shipping to job site. Must be paid with check. add fee if paying with CC

Description	Qty	Rate	Tax	Total
Equipment only TTWA09043AAAE00K 7.5T S/S H/P 230/3 RELIA SGL COMP 2 6,646.428 EA TTWE09043AAAP006 7.5T A/H SGL CIRC 230/3 2 2775.341 EA =$5,550.68 TBAYHTRR315A 15 KW HTR 2 497.689 EA =$995.36 TBAYMODU001A SYMBIO OPT MDL 2 362.011 EA = $724.04 Equipment Tax:$834.99 Freight budget $1,000.00 Tax:	1.00	$15,751.49	$0.00	$15,751.49

* A# 1570

BEACON - HVAC.

CUSTOMER MESSAGE

A 3.5% convenience fee will be added to all credit card payments.

Invoice Total:	**$15,751.49**
Deposits (-):	~~**$0.00**~~
Payments (-):	**$0.00**
Total Due:	**$15,751.49**

New Account

* 1570 - Tenant Finish

VENDOR: ARMINC ARMINCO AIR INC

CHECK NO. 13

UR REF. NO.	YOUR INV. NO.	INVOICE DATE	INVOICE AMOUNT	AMOUNT PAID	DISCOUNT TAKEN
Equipment only for Florida Job#18232	1005738	7/29/2022	$7,045.20	$7,045.20	.00

Palace Partners, LLC

Total: $7,045.20

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John Marshall Bank

CAPITOL PROPERTY MANAGEMENT

Palace Partners, LLC
3914 Centreville Road 300
Chantilly VA 20151

CHECK NO.	CHECK DATE	VENDOR NO.
13	8/30/2022	ARMINC

CHECK AMOUNT
** $7,045.20 **

Pay: *** SEVEN THOUSAND FORTY FIVE DOLLARS AND 20/100 CENTS ***

PAY TO THE ORDER OF
ARMINCO AIR INC
1319 Shepard Dr Suite F
Sterling VA 20164

AUTHORIZED SIGNATURE

⑈00001 3⑈ ⑆056009356⑆ 10000 74557⑈

VENDOR: ARMINC ARMINCO AIR INC

CHECK NO. 13

UR REF. NO.	YOUR INV. NO.	INVOICE DATE	INVOICE AMOUNT	AMOUNT PAID	DISCOUNT TAKEN
Equipment only for Florida Job#18232	1005738	7/29/2022	$7,045.20	$7,045.20	.00

Palace Partners, LLC

Total: $7,045.20

ARMINCO AIR, INC
Heating & Air Conditioning
1319 Shepard Drive Unit F
Sterling VA 20164
(703) 430-7100,
Alen@arminoair.com

Invoice

DATE	07/29/2022
INVOICE #	1005738
TERMS	NET 15
PO #	

BILL TO

Capitol Companies

3914 Centreville Rd # 300
Chantilly, VA, 201513289

Jeffrey Lawrence

jlawrence@capitolcorp.com

SERVICE LOCATION

Capitol Companies

3914 Centreville Rd # 300
Chantilly, VA, 201513289

jlawrence@capitolcorp.com

JOB#	DATE	PO	DESCRIPTION
18232	07/29/2022		Equipment only for florida **Completion Notes:** Shipping to job site, Must be paid with check. add fee if paying with CC

	Description	Qty	Rate	Tax	Total
	Equipment only TTWA09043AAAE00K 7.5T S/S H/P 230/3 RELIA SGL COMP 2 6,646.428 EA = $13,292.84 TTWE09043AAAP006 7.5T A/H SGL CIRC 230/3 2 2775.341 EA =$5,550.68 TBAYHTRR315A 15 KW HTR 2 497.689 EA =$995.36 TBAYMODU001A SYMBIO OPT MDL 2 362.011 EA = $724.04 Equipment Tax:$1,233.77 Freight budget $1,000.00 Tax:	1.00	$22,796.69	$0.00	$22,796.69

CUSTOMER MESSAGE

A 3.5% convenience fee will be added to all credit card payments.

Invoice Total:	**$22,796.69**
Deposits (-):	**$0.00**
Payments (-):	**$0.00**
Total Due:	**$22,796.69**

less 15,751.49

7,045.20

A# 1570

VENDOR: CAPAIR CAPTIVEAIRE SYSTEMS

CHECK NO. 15

UR REF. NO.	YOUR INV. NO.	INVOICE DATE	INVOICE AMOUNT	AMOUNT PAID	DISCOUNT TAKEN
Palace Renovation Job#558067	5548067-PF	8/23/2022	$31,662.03	$31,662.03	.00

Palace Partners, LLC

Total: $31,662.03

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John Marshall Bank

CAPITOL PROPERTY MANAGEMENT

Palace Partners, LLC
3914 Centreville Road 300
Chantilly VA 20151

CHECK NO.	CHECK DATE	VENDOR NO.
15	8/30/2022	CAPAIR

CHECK AMOUNT
** $31,662.03 **

Pay: *** THIRTY ONE THOUSAND SIX HUNDRED SIXTY TWO DOLLARS AND 03/100 CENTS ***

PAY TO THE ORDER OF
CAPTIVEAIRE SYSTEMS
4641 Paragon Park
Raleigh NC 27616

AUTHORIZED SIGNATURE

⑈0000 15⑈ ⑆056009356⑆ 10000 74557⑈

VENDOR: CAPAIR CAPTIVEAIRE SYSTEMS

CHECK NO. 15

UR REF. NO.	YOUR INV. NO.	INVOICE DATE	INVOICE AMOUNT	AMOUNT PAID	DISCOUNT TAKEN
Palace Renovation Job#558067	5548067-PF	8/23/2022	$31,662.03	$31,662.03	.00

Palace Partners, LLC

Total: $31,662.03

CAPTIVEAIRE

CaptiveAire Systems
4641 Paragon Park
Raleigh, NC 27616
Local: (919) 882-2410
Fax: (919) 882-2323
www.captiveaire.com

INVOICE NO	INVOICE DATE
5548067-PF	8/23/2022

Bill To: Capitol Companies
3814 Centreville Rd
#300
CHANTILLY, VA 20151
Phone: (703) 707-6404
jlawrence@capitolcorp.com

Ship To: The Palace
410 West Main Street
Leesburg, FL 34748-5123
Phone: (804) 350-2483

CUSTOMER NUMBER	SALES REP	CUSTOMER PO NUMBER
970439	29	CIA

JOB NUMBER	JOB NAME
5548067	Palace Renovation

EQUIPMENT

Fan #1 CASRTU2-E.302-13-10T-DOAS - Heater (OAU-1) - Job #5548067

CASRTU2-E.302-13-10T-DOAS RTU with Electric Heat and 13" Direct Drive Plenum Fan, 240V 3 phase, 30 KW maximum - 1 modulating stage & 1 on/off stage, Variable Speed Cooling. Supply Fan handles 1600 CFM @ 0.500" wc ESP, Fan runs at 1569 RPM. Heater supplies 75088 BTUs. 48°F Temperature Rise. Supply Motor: 1.500 HP, 3 Phase, 208 V, 60Hz, 4.4 FLA, ODP, Premium (E-Plus3) Eff. Down Discharge - Air Flow Left -> Right	x1
- MUA-0-100°F Discharge Temp Control - Heating/Cooling Activation Based On Intake Set Point - Manual Blower Mode - Additional HMI Ships Loose. Use with MUA.	x1
- CFM monitoring for MUA units. Uses rivet nuts, 1/4" airflow tubing and push to connect fittings.	x1
- 2" Merv 13 Filters for Size 2 RTU. QTY 4, 16 x 20 x 2 Merv 13 Filters	x1
- 2" Merv 8 Filters for Size 2 RTU. QTY 4, 16 x 20 x 2 Merv 8 Filters	x1
- Overheat Stat factory set at 80°F and 10 minutes. Prevents unit from overheating the space when cooling.	x1
- VFD factory mounted and wired in unit control vestibule.	x1
- RTU Fixed 100% Outdoor Air Intake.	x1
- RTU Size 2 No Return	x1
- Remote Room Sensor Option. Wall Mountable 10k Temp and Humidity Room Sensor Included.	x1
- Size 2 RTU Curb Duct Hanger - Adjustable Duct Hanger Support Brackets installed for both return and discharge duct.	x1
- Commercial Smoke Detector Interlock (Detector By Others)	x1
- Single Point Electric Heat Connection - RTU. QNTY 1 750va Transformer used for controls. One primary connection required for RTU with electric heat. If a Non-DCV Prewire controls this unit, the #28, #47, "MA", or "E2" Option Prewire must be selected. Do not provide supply starter in prewire.	x1
- Occupied Scheduling Defaulted for IBT/RTU.	x1
- VAV (Variable-Air-Volume) Wiring Package for Commercial Fans. Manual Speed Control Variable Frequency Drive Included	x1
- E5V112N02YXB571 - Variable Frequency Drive - 1-1/2 HP Max., 200/240 V, Single or Three Phase Input, 6.0 A Max., NEMA 1 Enclosure, with 2RJ-45 FOR MODBUS	x1
- 10 Ton Modulating Cooling Option, 208/230V, R410A Refrigerant, Variable Speed Inverter Duty Compressor, ECM Condensing Fan(s).	x1
- RTU Compressor Oil Sensor Factory Installed.	x1
- 10 Ton Cooling Only Modulating Reheat Option for Discharge Control	x1
- RTU Size 2 Down Discharge Electric Heat	x1
- VERIZON CELLULAR KIT, WIRED ANTENNA AND VERIZON DATA FOR 1 YEARS. USED WITH FAN.	x1
- OAU-1 Curb CRB49,60X75X14INS Insulated On Fan #1 Flat Curb	x1
- Full Bottom Curb Corner. Base flange corners fully welded or staked by factory.	x1
Fan Total Price:	**$27,710.48**

CASLink Monitoring

CASLink Monitoring	x1
CASLink Monitoring Total Price:	**$395.16**

A # 1570

Factory Services

Service Design Verification for CASLink.	x1
Service Design Verification for DOAS	x1
Service Design Verification Mileage Charge: (41.0) x 2 = 82.0 total miles	x1

Factory Services Total Price: $989.00

Terms: Cash in Advance	COST	
Product Subtotal:	$28,105.64	USD
Freight:	$600.00	USD
Fire System Hookup:	$0.00	USD
Installation:	$0.00	USD
Factory Services:	$989.00	USD
Sales Tax:	$1,967.39	USD
Total:	$31,662.03	USD
Total Due:	$31,662.03	USD

VENDOR: MORCON MORTON CONSTRUCTION COMPANY

CHECK NO. 8

JR REF. NO.	YOUR INV. NO.	INVOICE DATE	INVOICE AMOUNT	AMOUNT PAID	DISCOUNT TAKEN
7/22 Palace Renovation 7/22 Reimbursable	2386	8/4/2022	$32,601.05	$32,601.05	.00
	2387	8/4/2022	$4,711.72	$4,711.72	

Palace Partners, LLC

Total: $37,312.77

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CAPITOL PROPERTY MANAGEMENT

John Marshall Bank

Palace Partners, LLC
3914 Centreville Road 300
Chantilly VA 20151

CHECK NO.	CHECK DATE	VENDOR NO.
8	8/4/2022	MORCON

CHECK AMOUNT

Pay: *** THIRTY SEVEN THOUSAND THREE HUNDRED TWELVE DOLLARS AND 77/100 CENTS *** ** $37,312.77 **

PAY TO THE ORDER OF MORTON CONSTRUCTION COMPANY
2825 Richmond Ave
Sanford FL 32773

AUTHORIZED SIGNATURE

⑈00000 8⑈ ⑆056009356⑆ 10000 74557⑈

VENDOR: MORCON MORTON CONSTRUCTION COMPANY

CHECK NO. 8

JR REF. NO.	YOUR INV. NO.	INVOICE DATE	INVOICE AMOUNT	AMOUNT PAID	DISCOUNT TAKEN
7/22 Palace Renovation 7/22 Reimbursable	2386	8/4/2022	$32,601.05	$32,601.05	.00
	2387	8/4/2022	$4,711.72	$4,711.72	

Palace Partners, LLC

Total: $37,312.77

MORTON
Construction Company
2825 Richmond Ave
Sanford, FL 32773

Invoice

Date	Invoice #
7/21/2022	2387

CBC058131
CUC057314

Bill To

Palace Partners LLC
3914 Centreville Rd., #300
Chantilly, VA 20151

Phone # 407-322-0754

janie@morton-construction.net
www.morton-construction.net

Project	P.O. No.	Terms	Due Date
Palace Renovation		Net 10th	8/10/2022

Description	Qty	Rate	Amount
REIMBURSABLE EXPENSES - NOC Recording fee	1	13.46	13.46
REIMBURSABLE EXPENSES - building permit fee	1	4,698.26	4,698.26

	Total	$4,711.72
Please remit payment within terms. Past due invoices are subject to a finance charge at 1.5% per month.	**Payments/Credits**	$0.00
	Balance Due	$4,711.72

RECEIPT

CLERK OF THE CIRCUIT COURT & COMPTROLLER
LAKE COUNTY, FLORIDA
GARY J. COONEY, CLERK

1317776

RECORDING DIVISION
PO BOX 7800
313 S. Bloxham Ave.
Tavares, FL 32778
352-253-2600

Transaction #:	1317776
Receipt #:	2022079363
Cashier Date:	7/18/2022 9:09:56AM
Print Date:	7/18/2022 9:10:01AM

CUSTOMER INFORMATION

MORTON CONSTRUCTION COMPANY

TRANSACTION INFORMATION

Date Received:	7/18/2022 9:07:16AM
Location:	RSF
Return Code:	Handed Back to Customer
Trans Type:	Recording
Reference:	
Cashier:	BTHOMAS

PAYMENT SUMMARY

Total Fees	$13.00
Total Payments	$13.00
Balance Due:	$0.00
Cash Tendered	
Change:	$0.00

Payment

CREDIT CARD $13.00

Official Record

NOTICE OF COMMENCEMENT

BK/PG: 5992/2498 DOC #: 2022097348 Date: 7/18/2022 9:09:55AM

Fees	*CERTIFICATION2*	$2.00
Fees	*COPY*	$1.00
Fees	*RECORDING FEE*	$10.00

Official Receipt - City of Leesburg

CDPR1103 - Official Receipt

Trans Number	Date	Post Date	Payment Slip Nbr
2022070198	07/19/2022 9:11:45 AM	07/19/2022	PT 1122050137

Address: 410 W MAIN ST
Owner: PALACE PARTNERS LLC COA #:
Permit Type: ADC Job Desc: INTERIOR RENOVATION OF EXISTING THREE-STORY MASONRY BUILDING.
Applicant: RONALD S MORTON
DBA: MORTON CONSTRUCTION CO.

Swr Meter: Wtr Meter:

Payor: MORTON CONSTRUCTION COMPANY

Fee Information

Fee Code	Description	GL Account	Amount	Waived
BCAIF	BLDG CODE A&I FUND BCA	15100002087400	$63.69	
BCSF	BLDG CODE SURCHARGE-DBPR	15100002087100	$42.45	
ELECT	ELECTRIC SQUARE FOOTAGE	15100003290200	$259.92	
FBPR	FIRE BUILDING PLAN REVIEW	15100003290400	$346.56	
MECH	MECHANICAL SQUARE FOOTAGE	15100003290500	$259.92	
PERM	PERMIT FEE	15100003220100	$3,465.80	
PLUMB	PLUMBING SQUARE FOOTAGE	15100003290100	$259.92	

Total $4,698.26

Payments

Payment Code	Account/Check Number	Amount
CHECK	12143	$4,698.26

Total Cash $0.00
Total Non-Cash $4,698.26

Total Paid $4,698.26

Memo:

Cashier/location: BLD02TM / 1
User: BLD02T

DocuSign Envelope ID: B7C3B1AF-8F86-4B87-B022-A3BE2920D75C

Application and Certificate for Payment

TO OWNER:
Palace Partners LLC
3914 Centreville Rd., #300 |
Chantilly, VA 20151

FROM CONTRACTOR:
Morton Construction Company
2825 Richmond Ave
Sanford, Florida 32773

PROJECT:
Palace Renovation
410 W Main Street
Leesburg, FL 34748

VIA ARCHITECT:
Shumake Architecture, PA
2907 W Bay to Bay Blvd, Suite 210
Tampa, FL 33629

APPLICATION NO: 1
PERIOD TO: 7/21/2022
CONTRACT FOR:
CONTRACT DATE: 7/8/2022
PROJECT NOS:

DISTRIBUTION TO:
OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$473,116.75
2. Net change by Change Orders		$0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$473,116.75
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$36,223.39
5. RETAINAGE:		
a. 10.00 % of Completed Work (Column D + E on G703)	$3,622.34	
b. 0.00 % of Stored Material (Column F on G703)	$0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$3,622.34
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$32,601.05
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$0.00
8. CURRENT PAYMENT DUE		$32,601.05
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$440,515.70	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$0.00	$0.00
Total approved this Month	$0.00	$0.00
TOTALS	$0.00	$0.00
NET CHANGES by Change Order		$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Morton Construction Company
By: [signature] Date: 7/21/2022
State of: Florida
County of: Seminole
Subscribed and sworn to before me this 21st day of July
Notary Public: [signature]
My Commission expires: 11.7.25

Notary Public State of Florida
Kevin Kennel
My Commission
HH 195769
Exp. 11/7/2025

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $32,601.05
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT: Shumake Architecture, PA
By: Robert Shumake DocuSigned by: EF2FF1CDD1444C4... Date: 7/21/2022 7/27/2022

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

DocuSigned by:
Jeffrey B. Lawrence
C7C83B15B1EC438...
7/27/2022

A# 1570 BEACON DRW |

DocuSign Envelope ID: B7C3B1AF-8F86-4B87-B022-A3BE2920D75C

Continuation Sheet

PAGE: 1

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.
In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 1
APPLICATION DATE: 7/8/2022
PERIOD TO: 7/21/2022
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
1	01 00 00 - General Req.:01 31 00 - Project Man	$39,538.91	$0.00	$9,884.73	$0.00	$9,884.73	25.00%	$29,654.18	$988.47
2	01 00 00 - General Req.:01 41 00 - Regulatory R	$1,145.16	$0.00	$0.00	$0.00	$0.00	0.00%	$1,145.16	$0.00
3	01 00 00 - General Req.:01 45 00 - Quality Cont	$1,145.16	$0.00	$0.00	$0.00	$0.00	0.00%	$1,145.16	$0.00
4	01 00 00 - General Req.:01 52 00 - Construction	$343.55	$0.00	$0.00	$0.00	$0.00	0.00%	$343.55	$0.00
5	01 00 00 - General Req.:01 54 00 - Construction	$3,607.25	$0.00	$0.00	$0.00	$0.00	0.00%	$3,607.25	$0.00
6	01 00 00 - General Req.:01 56 00 - Temporary B	$1,717.74	$0.00	$0.00	$0.00	$0.00	0.00%	$1,717.74	$0.00
7	01 00 00 - General Req.:01 71 00 - Examination	$1,145.16	$0.00	$1,145.16	$0.00	$1,145.16	100.00%	($0.00)	$114.52
8	01 00 00 - General Req.:01 74 00 - Cleaning and	$13,570.14	$0.00	$0.00	$0.00	$0.00	0.00%	$13,570.14	$0.00
9	01 00 00 - General Req.:01 77 00 - Closeout Pro	$1,145.16	$0.00	$0.00	$0.00	$0.00	0.00%	$1,145.16	$0.00
10	01 00 00 - General Req.:01 78 00 - Closeout Sul	$2,862.90	$0.00	$0.00	$0.00	$0.00	0.00%	$2,862.90	$0.00
11	02 00 00 - Ext. Conditions:02 41 00 - Demolition	$25,193.50	$0.00	$25,193.50	$0.00	$25,193.50	100.00%	($0.00)	$2,519.35
12	03 00 00 - Concrete:03 05 00 - Schedules for Co	$6,298.37	$0.00	$0.00	$0.00	$0.00	0.00%	$6,298.37	$0.00
13	03 00 00 - Concrete:03 15 00 - Concrete Access	$572.58	$0.00	$0.00	$0.00	$0.00	0.00%	$572.58	$0.00
14	03 00 00 - Concrete:03 37 00 - Specialty Placed	$1,717.74	$0.00	$0.00	$0.00	$0.00	0.00%	$1,717.74	$0.00
15	04 00 00 - Masonry:04 21 00 - Clay Unit Masonr	$3,435.48	$0.00	$0.00	$0.00	$0.00	0.00%	$3,435.48	$0.00
16	05 00 00 - Metals:05 12 00 - Structural Steel Fra	$1,717.74	$0.00	$0.00	$0.00	$0.00	0.00%	$1,717.74	$0.00
17	05 00 00 - Metals:05 41 00 - Structural Metal Stu	$10,306.43	$0.00	$0.00	$0.00	$0.00	0.00%	$10,306.43	$0.00
18	06 00 00 - Wood, Plastics, Comp:06 10 00 - Rou	$2,862.90	$0.00	$0.00	$0.00	$0.00	0.00%	$2,862.90	$0.00
19	06 00 00 - Wood, Plastics, Comp:06 16 00 - She	$6,870.95	$0.00	$0.00	$0.00	$0.00	0.00%	$6,870.95	$0.00
20	06 00 00 - Wood, Plastics, Comp:06 20 00 - Fini	$6,096.83	$0.00	$0.00	$0.00	$0.00	0.00%	$6,096.83	$0.00
21	06 00 00 - Wood, Plastics, Comp:06 41 00 - Arc	$18,893.98	$0.00	$0.00	$0.00	$0.00	0.00%	$18,893.98	$0.00
22	06 00 00 - Wood, Plastics, Comp:06 43 00 - Wo	$5,248.26	$0.00	$0.00	$0.00	$0.00	0.00%	$5,248.26	$0.00
23	06 00 00 - Wood, Plastics, Comp:06 46 00 - Wo	$5,161.23	$0.00	$0.00	$0.00	$0.00	0.00%	$5,161.23	$0.00
24	07 00 00 - Thermal Protection:07 11 00 - Dampp	$1,925.01	$0.00	$0.00	$0.00	$0.00	0.00%	$1,925.01	$0.00

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Continuation Sheet

PAGE: 2

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.
In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 1
APPLICATION DATE: 7/8/2022
PERIOD TO: 7/21/2022
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
25	08 00 00 - Openings:08 11 00 - Metal Doors and	$13,659.46	$0.00	$0.00	$0.00	$0.00	0.00%	$13,659.46	$0.00
26	09 00 00 - Finishes:09 21 00 - Plaster and Gyps	$12,024.17	$0.00	$0.00	$0.00	$0.00	0.00%	$12,024.17	$0.00
27	09 00 00 - Finishes:09 30 00 - Tiling	$80,793.26	$0.00	$0.00	$0.00	$0.00	0.00%	$80,793.26	$0.00
28	09 00 00 - Finishes:09 91 00 - Painting	$46,896.55	$0.00	$0.00	$0.00	$0.00	0.00%	$46,896.55	$0.00
29	10 00 00 - Specialties:10 21 00 - Compartments	$5,725.80	$0.00	$0.00	$0.00	$0.00	0.00%	$5,725.80	$0.00
30	10 00 00 - Specialties:10 26 00 - Wall and Door	$2,862.90	$0.00	$0.00	$0.00	$0.00	0.00%	$2,862.90	$0.00
31	21 00 00 - Fire Suppression:21 05 00 - Common	$11,451.59	$0.00	$0.00	$0.00	$0.00	0.00%	$11,451.59	$0.00
32	22 00 00 - Plumbing:22 11 00 - Facility Water Di	$32,064.45	$0.00	$0.00	$0.00	$0.00	0.00%	$32,064.45	$0.00
33	22 00 00 - Plumbing:22 13 00 - Facility Sanitary	$32,064.45	$0.00	$0.00	$0.00	$0.00	0.00%	$32,064.45	$0.00
34	26 00 00 - Electrical:26 05 00 - Common Work R	$80,063.59	$0.00	$0.00	$0.00	$0.00	0.00%	$80,063.59	$0.00
35	28 00 00 - Safety & Security:28 46 00 - Fire Dete	$12,988.39	$0.00	$0.00	$0.00	$0.00	0.00%	$12,988.39	$0.00
		$473,116.74	$0.00	$36,223.39	$0.00	$36,223.39	7.66%	$436,893.35	$3,622.34

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MORTON Construction Company
2825 Richmond Ave
Sanford, FL 32773

Phone 407-322-0754

Invoice

DATE	INVOICE #
7/21/2022	2386

Palace Partners LLC
3914 Centreville Rd., #300
Chantilly, VA 20151

CBC058131

P.O. NO.	TERMS	PROJECT
	Net 10th	Palace Renovation

DESCRIPTION	Contract Amt	Prior Amt	Prior %	Curr %	Total %	CURRENT AMOUNT
01 31 13 Project coordination /	26,752.06			25.00%	25.00%	6,688.02
01 31 19 Project Meetings / PM	12,786.85			25.00%	25.00%	3,196.71
01 41 26 Permit Requirements	1,145.16			0.00%	0.00%	0.00
01 45 23 Testing and Inspecting	1,145.16			0.00%	0.00%	0.00
01 52 19 Sanitary Facilities	343.55			0.00%	0.00%	0.00
01 54 10 Small Tools	744.35			0.00%	0.00%	0.00
01 54 19 Temporary Cranes	2,862.90			0.00%	0.00%	0.00
01 56 16 Temporary Dust Barrier	572.58			0.00%	0.00%	0.00
01 56 23 Temporary Barricades	1,145.16			0.00%	0.00%	0.00
01 71 13 Mobilization	1,145.16			100.00%	100.00%	1,145.16
01 74 13 Progress Cleaning	1,717.74			0.00%	0.00%	0.00
01 74 16 Site Maintenance	1,145.16			0.00%	0.00%	0.00
01 74 19 Construction Waste Man	6,699.18			0.00%	0.00%	0.00
01 74 23 Final Cleaning	4,008.06			0.00%	0.00%	0.00
01 77 19 Closeout Requirements	1,145.16			0.00%	0.00%	0.00
01 78 13 Completion and Correct	1,145.16			0.00%	0.00%	0.00
01 78 39 Project Record Documen	1,717.74			0.00%	0.00%	0.00
02 41 13 Selective Site Demolit	25,193.50			100.00%	100.00%	25,193.50
03 06 30.19 Concrete Slab on Gr	6,298.37			0.00%	0.00%	0.00
03 15 21 Termite Barrier	572.58			0.00%	0.00%	0.00
03 37 16 Pumped Concrete	1,717.74			0.00%	0.00%	0.00
04 21 13 Brick Masonry	3,435.48			0.00%	0.00%	0.00
05 12 23 Structural Steel for B	1,717.74			0.00%	0.00%	0.00
05 41 00 Structural Metal Frami	8,016.11			0.00%	0.00%	0.00
05 41 00 Structural Metal Frami	2,290.32			0.00%	0.00%	0.00
06 10 53 Miscellaneous Rough Ca	2,862.90			0.00%	0.00%	0.00
06 16 23 Subflooring	2,862.90			0.00%	0.00%	0.00
06 16 36 Wood Panel Product She	4,008.06			0.00%	0.00%	0.00
06 20 23 Interior Finish Carpen	6,096.83			0.00%	0.00%	0.00
06 41 16 Plastic-Laminate-Clad	9,988.08			0.00%	0.00%	0.00
06 41 16 Plastic-Laminate-Clad	8,905.90			0.00%	0.00%	0.00
					Total	
					Balance Due	

DocuSign Envelope ID: B7C3B1AF-8F88-4B87-B022-A3BE2920D75C

MORTON Construction Company
2825 Richmond Ave
Sanford, FL 32773

Phone 407-322-0754

Invoice

DATE	INVOICE #
7/21/2022	2386

Palace Partners LLC
3914 Centreville Rd., #300
Chantilly, VA 20151

CBC058131

P.O. NO.	TERMS	PROJECT
	Net 10th	Palace Renovation

DESCRIPTION	Contract Amt	Prior Amt	Prior %	Curr %	Total %	CURRENT AMOUNT
06 43 13 Wood Stairs	5,248.26			0.00%	0.00%	0.00
06 46 19 Wood Base and Shoe Mol	5,161.23			0.00%	0.00%	0.00
07 11 13 Bituminous Dampproofin	1,925.01			0.00%	0.00%	0.00
08 11 13 Hollow Metal Doors and	11,827.20			0.00%	0.00%	0.00
08 11 13.13 Standard Hollow Met	1,832.25			0.00%	0.00%	0.00
09 21 13 Plaster Assemblies	1,717.74			0.00%	0.00%	0.00
09 21 16 Gypsum Boards Assembli	6,870.95			0.00%	0.00%	0.00
09 21 16 Gypsum Boards Assembli	3,435.48			0.00%	0.00%	0.00
09 30 13 Ceramic Tiling	70,134.12			0.00%	0.00%	0.00
09 30 13 Ceramic Tiling	10,659.14			0.00%	0.00%	0.00
09 91 13 Exterior Painting	687.10			0.00%	0.00%	0.00
09 91 23 Interior Painting	46,209.46			0.00%	0.00%	0.00
10 21 13 Toilet Compartments	5,725.80			0.00%	0.00%	0.00
10 26 13 Corner Guards	2,862.90			0.00%	0.00%	0.00
21 05 00 Common Work Results fo	11,451.59			0.00%	0.00%	0.00
22 11 13 Facility Water Distrib	32,064.45			0.00%	0.00%	0.00
22 13 13 Facility Sanitary Sewe	32,064.45			0.00%	0.00%	0.00
26 05 33.13 Conduit for Electri	58,918.43			0.00%	0.00%	0.00
26 05 33.13 Conduit for Electri	1,145.16			0.00%	0.00%	0.00
28 46 11 Fire Sensors and Deteo	12,988.39			0.00%	0.00%	0.00
						36,223.39
10% Retainage						-3,622.34

Total	$32,601.05
Balance Due	$32,601.05

DocuSign Envelope ID: B7C3B1AF-8F86-4B87-B022-A3BE2920D75C

CONDITIONAL RELEASE OF LIEN PARTIAL

PARTIAL

The undersigned lienor, in consideration of the progress payment in the amount of $32,601.05 hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished through 7/21/2022 (date) to Palace Partners, LLC (customer) on the job of Palace Partners, LLC (owner of property) to the following described property:

Palace Partners, LLC
Project Name: Palace Renovation
410 W Main Street
Leesburg, FL 34748

This waiver and release does not cover any retention of labor, services or materials furnished after the date specified.

This Release of Lien is conditioned upon payment and clearance of a check in the amount of $32,601.05 within 15 days; otherwise the Release of Lien is VOID.

DATED on 7/21, 2022

Morton Construction Company
2825 Richmond Ave
Sanford, FL 32773
Name and Address of Lienor

By: _____

Title: S/T

State of: FLORIDA

County of: Seminole

Sworn to (or affirmed) and subscribed before me this 21 day of July, 2022, by Jana Morton

_____

Notary Public

Notary Public State of Florida
Kevin Kennel
My Commission
HH 195769
Exp. 11/7/2025

Print Name: Kevin Kennel

(Notary Seal)
☒ Personally Known
OR
☐ Produced Identification
Type of Identification Produced: _____

MORCON MORTON
CONSTRUCTION COMPANY

11

Commercial Renovation Project#2202	2202	7/8/2022	$32,601.05	$32,601.05	.00

Palace Partners, LLC

Total: $32,601.05

John Marshall Bank

Palace Partners, LLC
3914 Centreville Road 300
Chantilly VA 20151

11 8/30/2022 MORCON

Pay: *** THIRTY TWO THOUSAND SIX HUNDRED ONE DOLLARS AND 05/100 CENTS *** ** $32,601.05 **

MORTON CONSTRUCTION COMPANY
2825 Richmond Ave
Sanford FL 32773

⑈0000 11⑈ ⑆056009356⑆ 10000 74557⑈

MORCON MORTON
CONSTRUCTION COMPANY

11

Commercial Renovation Project#2202	2202	7/8/2022	$32,601.05	$32,601.05	.00

Palace Partners, LLC

Total: $32,601.05

DocuSign Envelope ID: 6A8B9A8F-3F43-496B-903B-E821077B8EA0

Application and Certificate for Payment

TO OWNER:
Palace Partners LLC
3914 Centreville Rd., #300 |
Chantilly, VA 20151

FROM CONTRACTOR:
Morton Construction Company
2825 Richmond Ave
Sanford, Florida 32773

PROJECT:
Palace Renovation
410 W Main Street
Leesburg, FL 34748

VIA ARCHITECT:
Shumake Architecture, PA
2907 W Bay to Bay Blvd, Suite 210
Tampa, FL 33629

APPLICATION NO: 2
PERIOD TO: 8/31/2022
CONTRACT FOR: Commercial Renovation
CONTRACT DATE: 7/8/2022
PROJECT NOS: 2202

DISTRIBUTION TO:
OWNER ☑
ARCHITECT ☑
CONTRACTOR ☐
FIELD ☐
OTHER ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$473,116.75
2. Net change by Change Orders		$0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$473,116.75
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$113,086.32
5. RETAINAGE:		
a. 10.00 % of Completed Work (Column D + E on G703)	$11,308.62	
b. 0.00 % of Stored Material (Column F on G703)	$0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$11,308.62
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$101,777.70
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$32,601.05
8. CURRENT PAYMENT DUE		$69,176.65
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$371,339.05	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$0.00	$0.00
Total approved this Month	$0.00	$0.00
TOTALS	$0.00	$0.00
NET CHANGES by Change Order		$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Morton Construction Company
By: _____ Date: 8/17/2022
State of: Florida
County of: Seminole
Subscribed and sworn to before me this 17th day of August, 2022
Notary Public: _____
My Commission expires: 11-7-2025

Notary Public State of Florida
Kevin Kennel
My Commission
HH 195769
Exp. 11/7/2025

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $69,176.65
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT: Shumake Architecture, PA
By: _____ Date: 8/17/2022

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

DocuSign Envelope ID: 6A8B9A8F-3F43-496B-903B-E821077B8EA0

Continuation Sheet

PAGE: 1

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.
In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 2
APPLICATION DATE: 7/8/2022
PERIOD TO: 8/31/2022
GCT'S PROJECT NO: 2202

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
1	01 31 00 - Project Management	$39,538.91	$9,884.73	$9,884.73	$0.00	$19,769.46	50.00%	$19,769.45	$1,976.94
2	01 41 00 - Regulatory Requirements	$1,145.16	$0.00	$1,145.16	$0.00	$1,145.16	100.00%	($0.00)	$114.52
3	01 45 00 - Quality Control	$1,145.16	$0.00	$0.00	$0.00	$0.00	0.00%	$1,145.16	$0.00
4	01 52 00 - Construction Facilities	$343.55	$0.00	$85.89	$0.00	$85.89	25.00%	$257.66	$8.59
5	01 54 00 - Construction Aids	$3,607.25	$0.00	$186.09	$0.00	$186.09	5.16%	$3,421.16	$18.61
6	01 56 00 - Temporary Barriers and Enclosures	$1,717.74	$0.00	$143.15	$0.00	$143.15	8.33%	$1,574.59	$14.31
7	01 71 00 - Examination and Preparation	$1,145.16	$1,145.16	$0.00	$0.00	$1,145.16	100.00%	($0.00)	$114.52
8	01 74 00 - Cleaning and Waste Management	$13,570.14	$0.00	$3,060.44	$0.00	$3,060.44	22.55%	$10,509.70	$306.04
9	01 77 00 - Closeout Procedures	$1,145.16	$0.00	$0.00	$0.00	$0.00	0.00%	$1,145.16	$0.00
10	01 78 00 - Closeout Submittals	$2,862.90	$0.00	$0.00	$0.00	$0.00	0.00%	$2,862.90	$0.00
11	02 41 00 - Demolition	$25,193.50	$25,193.50	$0.00	$0.00	$25,193.50	100.00%	($0.00)	$2,519.35
12	03 06 00 - Schedules for Concrete	$6,298.37	$0.00	$6,298.37	$0.00	$6,298.37	100.00%	$0.00	$629.84
13	03 15 00 - Concrete Accessories	$572.58	$0.00	$572.58	$0.00	$572.58	100.00%	($0.00)	$57.26
14	03 37 00 - Specialty Placed Concrete	$1,717.74	$0.00	$1,717.74	$0.00	$1,717.74	100.00%	($0.00)	$171.77
15	04 21 00 - Clay Unit Masonry	$3,435.48	$0.00	$0.00	$0.00	$0.00	0.00%	$3,435.48	$0.00
16	05 12 00 - Structural Steel Framing	$1,717.74	$0.00	$429.44	$0.00	$429.44	25.00%	$1,288.30	$42.94
17	05 41 00 - Structural Metal Stud Framing	$10,306.43	$0.00	$2,576.61	$0.00	$2,576.61	25.00%	$7,729.82	$257.66
18	06 10 00 - Rough Carpentry	$2,862.90	$0.00	$0.00	$0.00	$0.00	0.00%	$2,862.90	$0.00
19	06 16 00 - Sheathing	$6,870.95	$0.00	$0.00	$0.00	$0.00	0.00%	$6,870.95	$0.00
20	06 20 00 - Finish Carpentry	$6,096.83	$0.00	$0.00	$0.00	$0.00	0.00%	$6,096.83	$0.00
21	06 41 00 - Architectural Wood Casework	$18,893.98	$0.00	$0.00	$0.00	$0.00	0.00%	$18,893.98	$0.00
22	06 43 00 - Wood Stairs and Railings	$5,248.26	$0.00	$0.00	$0.00	$0.00	0.00%	$5,248.26	$0.00
23	06 46 00 - Wood Trim	$5,161.23	$0.00	$0.00	$0.00	$0.00	0.00%	$5,161.23	$0.00
24	07 11 00 - Dampproofing	$1,925.01	$0.00	$0.00	$0.00	$0.00	0.00%	$1,925.01	$0.00

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Continuation Sheet

PAGE: 2

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.
In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 2
APPLICATION DATE: 7/8/2022
PERIOD TO: 8/31/2022
GCT'S PROJECT NO: 2202

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION	THIS PERIOD					
25	08 11 00 - Metal Doors and Frames	$13,659.45	$0.00	$3,548.16	$0.00	$3,548.16	25.98%	$10,111.30	$354.82
26	09 21 00 - Plaster and Gypsum Board Assemblie	$12,024.17	$0.00	$0.00	$0.00	$0.00	0.00%	$12,024.17	$0.00
27	09 30 00 - Tiling	$80,793.26	$0.00	$0.00	$0.00	$0.00	0.00%	$80,793.26	$0.00
28	09 91 00 - Painting	$46,896.55	$0.00	$11,552.37	$0.00	$11,552.37	24.63%	$35,344.18	$1,155.24
29	10 21 00 - Compartments and Cubicles	$5,725.80	$0.00	$0.00	$0.00	$0.00	0.00%	$5,725.80	$0.00
30	10 26 00 - Wall and Door Protection	$2,862.90	$0.00	$0.00	$0.00	$0.00	0.00%	$2,862.90	$0.00
31	21 05 00 - Common Work Results for Fire Suppr	$11,451.59	$0.00	$2,290.32	$0.00	$2,290.32	20.00%	$9,161.27	$229.03
32	22 11 00 - Facility Water Distribution	$32,064.45	$0.00	$0.00	$0.00	$0.00	0.00%	$32,064.45	$0.00
33	22 13 00 - Facility Sanitary Sewerage	$32,064.45	$0.00	$11,222.56	$0.00	$11,222.56	35.00%	$20,841.89	$1,122.26
34	26 05 00 - Common Work Results for Electrical	$60,063.59	$0.00	$20,850.48	$0.00	$20,850.48	34.71%	$39,213.11	$2,085.04
35	28 46 00 - Fire Detection and Alarm	$12,988.39	$0.00	$1,298.84	$0.00	$1,298.84	10.00%	$11,689.55	$129.88
		$473,116.74	$36,223.39	$76,862.93	$0.00	$113,086.32	23.90%	$360,030.42	$11,308.62

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MORTON Construction Company
2825 Richmond Ave
Sanford, FL 32773

Phone 407-322-0754

Invoice

DATE	INVOICE #
8/22/2022	2390

Palace Partners LLC
3914 Centreville Rd., #300
Chantilly, VA 20151

CBC058131

P.O. NO.	TERMS	PROJECT
		Palace Renovation

DESCRIPTION	Contract Amt	Prior Amt	Prior %	Curr %	Total %	CURRENT AMOUNT
01 31 13 Project coordination /	26,752.06	6,688.02	25.00%	25.00%	50.00%	6,688.02
01 31 19 Project Meetings / PM	12,786.85	3,196.71	25.00%	25.00%	50.00%	3,196.71
01 41 26 Permit Requirements	1,145.16			100.00%	100.00%	1,145.16
01 45 23 Testing and Inspecting	1,145.16			0.00%	0.00%	0.00
01 52 19 Sanitary Facilities	343.55			25.00%	25.00%	85.89
01 54 10 Small Tools	744.35			25.00%	25.00%	186.09
01 54 19 Temporary Cranes	2,862.90			0.00%	0.00%	0.00
01 56 16 Temporary Dust Barrier	572.58			25.00%	25.00%	143.15
01 56 23 Temporary Barricades	1,145.16			0.00%	0.00%	0.00
01 71 13 Mobilization	1,145.16	1,145.16	100.00%	0.00%	100.00%	0.00
01 74 13 Progress Cleaning	1,717.74			25.00%	25.00%	429.44
01 74 16 Site Maintenance	1,145.16			25.00%	25.00%	286.29
01 74 19 Construction Waste Man	6,699.18			35.00%	35.00%	2,344.71
01 74 23 Final Cleaning	4,008.06			0.00%	0.00%	0.00
01 77 19 Closeout Requirements	1,145.16			0.00%	0.00%	0.00
01 78 13 Completion and Correct	1,145.16			0.00%	0.00%	0.00
01 78 39 Project Record Documen	1,717.74			0.00%	0.00%	0.00
02 41 13 Selective Site Demolit	25,193.50	25,193.50	100.00%	0.00%	100.00%	0.00
03 06 30.19 Concrete Slab on Gr	6,298.37			100.00%	100.00%	6,298.37
03 15 21 Termite Barrier	572.58			100.00%	100.00%	572.58
03 37 16 Pumped Concrete	1,717.74			100.00%	100.00%	1,717.74
04 21 13 Brick Masonry	3,435.48			0.00%	0.00%	0.00
05 12 23 Structural Steel for B	1,717.74			25.00%	25.00%	429.44
05 41 00 Structural Metal Frami	8,016.11			25.00%	25.00%	2,004.03
05 41 00 Structural Metal Frami	2,290.32			25.00%	25.00%	572.58
06 10 53 Miscellaneous Rough Ca	2,862.90			0.00%	0.00%	0.00
06 16 23 Subflooring	2,862.90			0.00%	0.00%	0.00
06 16 36 Wood Panel Product She	4,008.06			0.00%	0.00%	0.00
06 20 23 Interior Finish Carpen	6,096.83			0.00%	0.00%	0.00
06 41 16 Plastic-Laminate-Clad	9,988.08			0.00%	0.00%	0.00
06 41 16 Plastic-Laminate-Clad	8,905.90			0.00%	0.00%	0.00

	Total
	Balance Due

DocuSign Envelope ID: 6A8B9A8F-3F43-496B-903B-E821077B8EA0

MORTON Construction Company
2825 Richmond Ave
Sanford, FL 32773

Phone 407-322-0754

Invoice

DATE	INVOICE #
8/22/2022	2390

Palace Partners LLC
3914 Centreville Rd., #300
Chantilly, VA 20151

CBC056131

P.O. NO.	TERMS	PROJECT
		Palace Renovation

DESCRIPTION	Contract Amt	Prior Amt	Prior %	Curr %	Total %	CURRENT AMOUNT
06 43 13 Wood Stairs	5,248.26			0.00%	0.00%	0.00
06 46 19 Wood Base and Shoe Mol	5,161.23			0.00%	0.00%	0.00
07 11 13 Bituminous Dumpproofin	1,925.01			0.00%	0.00%	0.00
08 11 13 Hollow Metal Doors and	11,827.20			30.00%	30.00%	3,548.16
08 11 13.13 Standard Hollow Met	1,832.25			0.00%	0.00%	0.00
09 21 13 Plaster Assemblies	1,717.74			0.00%	0.00%	0.00
09 21 16 Gypsum Boards Assembli	6,870.95			0.00%	0.00%	0.00
09 21 16 Gypsum Boards Assembli	3,435.48			0.00%	0.00%	0.00
09 30 13 Ceramic Tiling	70,134.12			0.00%	0.00%	0.00
09 30 13 Ceramic Tiling	10,659.14			0.00%	0.00%	0.00
09 91 13 Exterior Painting	687.10			0.00%	0.00%	0.00
09 91 23 Interior Painting	46,209.46			25.00%	25.00%	11,552.37
10 21 13 Toilet Compartments	5,725.80			0.00%	0.00%	0.00
10 26 13 Corner Guards	2,862.90			0.00%	0.00%	0.00
21 05 00 Common Work Results fo	11,451.59			20.00%	20.00%	2,290.32
22 11 13 Facility Water Distrib	32,064.45			0.00%	0.00%	0.00
22 13 13 Facility Sanitary Sewe	32,064.45			35.00%	35.00%	11,222.56
26 05 33.13 Conduit for Electri	58,918.43			35.00%	35.00%	20,621.45
26 05 33.13 Conduit for Electri	1,145.16			20.00%	20.00%	229.03
28 46 11 Fire Sensors and Detec	12,988.39			10.00%	10.00%	1,298.84
						76,862.93
10% Retainage						-7,686.29
				Total		$69,176.64
				Balance Due		$69,176.64

DocuSign Envelope ID: 6A8B9A8F-3F43-496B-903B-E82107788EA0

STATUTORY

WAIVER AND RELEASE OF LIEN

UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the progress payment in the amount of $ 37,312.77 hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished through, 7/30/2022 (date) to Palace Partners, LLC (customer) on the job of Palace Partners, LLC (owner of the property) to the following described property:
Palace Partners, LLC
Project Name: Palace Renovation
410 W Main Street
Leesburg, FL 34748

This waiver and release does not cover any retention or labor, services or materials furnished after the date specified.

DATED on 8/10, 2022

Morton Construction Company
2825 Richmond Ave
Sanford, FL 32773
Name and Address of Lienor

BY: _____

TITLE: S/T

STATE OF: FLORIDA

COUNTY OF: SEMINOLE

Sworn to (or affirmed) and subscribed before me this 10 day of AUGUST, 2022, by

JANIE MORTON.

_____
Notary Public

Notary Public State of Florida
Kevin Kennel
My Commission
HH 195769
Exp. 11/7/2025

Print Name: KEVIN KENNEL

(Notary Seal)

☐ Personally Known

OR

☐ Produced Identification

Type of Identification Produced _____

DocuSign Envelope ID: 6A8B9A8F-3F43-496B-903B-E821077B8EA0

STATUTORY

WAIVER AND RELEASE OF LIEN

UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the progress payment in the amount of $18,000.00 hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished through, 7/30/2022 (date) to Morton Construction Company (customer) on the job of Palace Partners, LLC (owner of the property) to the following described property:

Palace Partners, LLC
Project Name: Palace Renovation
410 W Main Street
Leesburg, FL 34748

This waiver and release does not cover any retention or labor, services or materials furnished after the date specified.

DATED on 8/12, 20 22

SunCat Solutions, LLC
1001 Wall St, Unit 1
Eustis, FL 32726
Name and Address of Lienor

BY: Russell DeSalvo
TITLE: Owner

STATE OF: Florida
COUNTY OF: Volusia

Sworn to (or affirmed) and subscribed before me this 12th day of August, 20 22, by Russell DeSalvo.

Courtney Devlin
Notary Public
Print Name: Courtney Devlin

Notary Public State of Florida
Courtney Devlin
My Commission
HH 249878
Exp. 4/5/2026

(Notary Seal)

☐ Personally Known

OR

☑ Produced Identification

Type of Identification Produced FL DL

VENDOR: MORCON MORTON CONSTRUCTION COMPANY

CHECK NO. 16

JR REF. NO.	YOUR INV. NO.	INVOICE DATE	INVOICE AMOUNT	AMOUNT PAID	DISCOUNT TAKEN
09/22 Renovation	092322	9/23/2022	$36,575.60	$36,575.60	.00

Palace Partners, LLC

Total: $36,575.60

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

CAPITOL PROPERTY MANAGEMENT

John Marshall Bank

Palace Partners, LLC
3914 Centreville Road 300
Chantilly VA 20151

CHECK NO.	CHECK DATE	VENDOR NO.
16	9/23/2022	MORCON

CHECK AMOUNT

Pay: *** THIRTY SIX THOUSAND FIVE HUNDRED SEVENTY FIVE DOLLARS AND 60/100 CENTS *** ** $36,575.60 **

PAY TO THE ORDER OF
MORTON CONSTRUCTION COMPANY
2825 Richmond Ave
Sanford FL 32773

AUTHORIZED SIGNATURE

⑈0000 16⑈ ⑆056009356⑆ 10000 74557⑈

VENDOR: MORCON MORTON CONSTRUCTION COMPANY

CHECK NO. 16

JR REF. NO.	YOUR INV. NO.	INVOICE DATE	INVOICE AMOUNT	AMOUNT PAID	DISCOUNT TAKEN
09/22 Renovation	092322	9/23/2022	$36,575.60	$36,575.60	.00

Palace Partners, LLC

Total: $36,575.60

DocuSign Envelope ID: 6A8B9A8F-3F43-496B-903B-E821077B8EA0

Application and Certificate for Payment

TO OWNER:
Palace Partners LLC
3914 Centreville Rd., #300 |
Chantilly, VA 20151

FROM CONTRACTOR:
Morton Construction Company
2825 Richmond Ave
Sanford, Florida 32773

PROJECT:
Palace Renovation
410 W Main Street
Leesburg, FL 34748

VIA ARCHITECT:
Shumake Architecture, PA
2907 W Bay to Bay Blvd, Suite 210
Tampa, FL 33629

APPLICATION NO: 2
PERIOD TO: 8/31/2022
CONTRACT FOR: Commercial Renovation
CONTRACT DATE: 7/8/2022
PROJECT NOS: 2202

DISTRIBUTION TO:
OWNER ☑
ARCHITECT ☑
CONTRACTOR ☐
FIELD ☐
OTHER ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$473,116.75
2. Net change by Change Orders		$0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$473,116.75
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$113,086.32
5. RETAINAGE:		
a. 10.00 % of Completed Work (Column D + E on G703)	$11,308.62	
b. 0.00 % of Stored Material (Column F on G703)	$0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$11,308.62
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$101,777.70
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$32,601.05
8. CURRENT PAYMENT DUE		$69,176.65
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$371,339.05	

36,575.60

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$0.00	$0.00
Total approved this Month	$0.00	$0.00
TOTALS	$0.00	$0.00
NET CHANGES by Change Order		$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Morton Construction Company
By: _____ Date: 8/17/2022
State of: Florida
County of: Seminole
Subscribed and sworn to before me this 17th day of August, 2022
Notary Public: _____
My Commission expires: 11-7-2025

Notary Public State of Florida
Kevin Kennel
My Commission
HH 195769
Exp. 11/7/2025

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $69,176.65
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: Shumake Architecture, PA
By: _____ Date: 8/17/2022

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Bal pay app 2
A# 1570

DocuSign Envelope ID: 6A8B9A8F-3F43-496B-903B-E821077B8EA0

Continuation Sheet

PAGE: 1

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.
In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 2
APPLICATION DATE: 7/8/2022
PERIOD TO: 8/31/2022
GCT'S PROJECT NO: 2202

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
1	01 31 00 - Project Management	$39,538.91	$9,884.73	$9,884.73	$0.00	$19,769.46	50.00%	$19,769.45	$1,976.94
2	01 41 00 - Regulatory Requirements	$1,145.16	$0.00	$1,145.16	$0.00	$1,145.16	100.00%	($0.00)	$114.52
3	01 45 00 - Quality Control	$1,145.16	$0.00	$0.00	$0.00	$0.00	0.00%	$1,145.16	$0.00
4	01 52 00 - Construction Facilities	$343.55	$0.00	$85.89	$0.00	$85.89	25.00%	$257.66	$8.59
5	01 54 00 - Construction Aids	$3,607.25	$0.00	$186.09	$0.00	$186.09	5.16%	$3,421.16	$18.61
6	01 55 00 - Temporary Barriers and Enclosures	$1,717.74	$0.00	$143.15	$0.00	$143.15	8.33%	$1,574.59	$14.31
7	01 71 00 - Examination and Preparation	$1,145.16	$1,145.16	$0.00	$0.00	$1,145.16	100.00%	($0.00)	$114.52
8	01 74 00 - Cleaning and Waste Management	$13,570.14	$0.00	$3,060.44	$0.00	$3,060.44	22.55%	$10,509.70	$306.04
9	01 77 00 - Closeout Procedures	$1,145.16	$0.00	$0.00	$0.00	$0.00	0.00%	$1,145.16	$0.00
10	01 78 00 - Closeout Submittals	$2,862.90	$0.00	$0.00	$0.00	$0.00	0.00%	$2,862.90	$0.00
11	02 41 00 - Demolition	$25,193.50	$25,193.50	$0.00	$0.00	$25,193.50	100.00%	($0.00)	$2,519.35
12	03 06 00 - Schedules for Concrete	$6,298.37	$0.00	$6,298.37	$0.00	$6,298.37	100.00%	$0.00	$629.84
13	03 15 00 - Concrete Accessories	$572.58	$0.00	$572.58	$0.00	$572.58	100.00%	($0.00)	$57.26
14	03 37 00 - Specialty Placed Concret	$1,717.74	$0.00	$1,717.74	$0.00	$1,717.74	100.00%	($0.00)	$171.77
15	04 21 00 - Clay Unit Masonry	$3,435.48	$0.00	$0.00	$0.00	$0.00	0.00%	$3,435.48	$0.00
16	05 12 00 - Structural Steel Framing	$1,717.74	$0.00	$429.44	$0.00	$429.44	25.00%	$1,288.30	$42.94
17	05 41 00 - Structural Metal Stud Framing	$10,306.43	$0.00	$2,576.61	$0.00	$2,576.61	25.00%	$7,729.82	$257.66
18	06 10 00 - Rough Carpentry	$2,862.90	$0.00	$0.00	$0.00	$0.00	0.00%	$2,862.90	$0.00
19	06 16 00 - Sheathing	$6,870.95	$0.00	$0.00	$0.00	$0.00	0.00%	$6,870.95	$0.00
20	06 20 00 - Finish Carpentry	$6,096.83	$0.00	$0.00	$0.00	$0.00	0.00%	$6,096.83	$0.00
21	06 41 00 - Architectural Wood Casework	$18,893.98	$0.00	$0.00	$0.00	$0.00	0.00%	$18,893.98	$0.00
22	06 43 00 - Wood Stairs and Railings	$5,248.26	$0.00	$0.00	$0.00	$0.00	0.00%	$5,248.26	$0.00
23	06 46 00 - Wood Trim	$5,161.23	$0.00	$0.00	$0.00	$0.00	0.00%	$5,161.23	$0.00
24	07 11 00 - Dampproofing	$1,925.01	$0.00	$0.00	$0.00	$0.00	0.00%	$1,925.01	$0.00

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Continuation Sheet

PAGE: 2

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.
In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 2
APPLICATION DATE: 7/8/2022
PERIOD TO: 8/31/2022
GCT'S PROJECT NO: 2202

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION	THIS PERIOD					
25	08 11 00 - Metal Doors and Frames	$13,659.46	$0.00	$3,548.16	$0.00	$3,548.16	25.98%	$10,111.30	$354.82
26	09 21 00 - Plaster and Gypsum Board Assembli	$12,024.17	$0.00	$0.00	$0.00	$0.00	0.00%	$12,024.17	$0.00
27	09 30 00 - Tiling	$80,793.26	$0.00	$0.00	$0.00	$0.00	0.00%	$80,793.26	$0.00
28	09 91 00 - Painting	$46,896.55	$0.00	$11,552.37	$0.00	$11,552.37	24.63%	$35,344.18	$1,155.24
29	10 21 00 - Compartments and Cubicles	$5,725.80	$0.00	$0.00	$0.00	$0.00	0.00%	$5,725.80	$0.00
30	10 26 00 - Wall and Door Protection	$2,862.90	$0.00	$0.00	$0.00	$0.00	0.00%	$2,862.90	$0.00
31	21 05 00 - Common Work Results for Fire Suppr	$11,451.59	$0.00	$2,290.32	$0.00	$2,290.32	20.00%	$9,161.27	$229.03
32	22 11 00 - Facility Water Distribution	$32,064.45	$0.00	$0.00	$0.00	$0.00	0.00%	$32,064.45	$0.00
33	22 13 00 - Facility Sanitary Sewerage	$32,064.45	$0.00	$11,222.56	$0.00	$11,222.56	35.00%	$20,841.89	$1,122.26
34	26 05 00 - Common Work Results for Electrical	$60,063.59	$0.00	$20,850.48	$0.00	$20,850.48	34.71%	$39,213.11	$2,085.04
35	28 46 00 - Fire Detection and Alarm	$12,988.39	$0.00	$1,298.84	$0.00	$1,298.84	10.00%	$11,689.55	$129.88
		$473,116.74	$36,223.39	$76,862.93	$0.00	$113,086.32	23.90%	$360,030.42	$11,398.62

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MORTON Construction Company
2825 Richmond Ave
Sanford, FL 32773

Phone 407-322-0754

Invoice

DATE	INVOICE #
8/22/2022	2390

Palace Partners LLC
3914 Centreville Rd., #300
Chantilly, VA 20151

CBC058131

P.O. NO.	TERMS	PROJECT
		Palace Renovation

DESCRIPTION	Contract Amt	Prior Amt	Prior %	Curr %	Total %	CURRENT AMOUNT
01 31 13 Project coordination /	26,752.06	6,688.02	25.00%	25.00%	50.00%	6,688.02
01 31 19 Project Meetings / PM	12,786.85	3,196.71	25.00%	25.00%	50.00%	3,196.71
01 41 26 Permit Requirements	1,145.16			100.00%	100.00%	1,145.16
01 45 23 Testing and Inspecting	1,145.16			0.00%	0.00%	0.00
01 52 19 Sanitary Facilities	343.55			25.00%	25.00%	85.89
01 54 10 Small Tools	744.35			25.00%	25.00%	186.09
01 54 19 Temporary Cranes	2,862.90			0.00%	0.00%	0.00
01 56 16 Temporary Dust Barrier	572.58			25.00%	25.00%	143.15
01 56 23 Temporary Barricades	1,145.16			0.00%	0.00%	0.00
01 71 13 Mobilization	1,145.16	1,145.16	100.00%	0.00%	100.00%	0.00
01 74 13 Progress Cleaning	1,717.74			25.00%	25.00%	429.44
01 74 16 Site Maintenance	1,145.16			25.00%	25.00%	286.29
01 74 19 Construction Waste Man	6,699.18			35.00%	35.00%	2,344.71
01 74 23 Final Cleaning	4,008.06			0.00%	0.00%	0.00
01 77 19 Closeout Requirements	1,145.16			0.00%	0.00%	0.00
01 78 13 Completion and Correct	1,145.16			0.00%	0.00%	0.00
01 78 39 Project Record Documen	1,717.74			0.00%	0.00%	0.00
02 41 13 Selective Site Demolit	25,193.50	25,193.50	100.00%	0.00%	100.00%	0.00
03 06 30.19 Concrete Slab on Gr	6,298.37			100.00%	100.00%	6,298.37
03 15 21 Termite Barrier	572.58			100.00%	100.00%	572.58
03 37 16 Pumped Concrete	1,717.74			100.00%	100.00%	1,717.74
04 21 13 Brick Masonry	3,435.48			0.00%	0.00%	0.00
05 12 23 Structural Steel for B	1,717.74			25.00%	25.00%	429.44
05 41 00 Structural Metal Frami	8,016.11			25.00%	25.00%	2,004.03
05 41 00 Structural Metal Frami	2,290.32			25.00%	25.00%	572.58
06 10 53 Miscellaneous Rough Ca	2,862.90			0.00%	0.00%	0.00
06 16 23 Subflooring	2,862.90			0.00%	0.00%	0.00
06 16 36 Wood Panel Product She	4,008.06			0.00%	0.00%	0.00
06 20 23 Interior Finish Carpen	6,096.83			0.00%	0.00%	0.00
06 41 16 Plastic-Laminate-Clad	9,988.08			0.00%	0.00%	0.00
06 41 16 Plastic-Laminate-Clad	8,905.90			0.00%	0.00%	0.00
			Total			
			Balance Due			

DocuSign Envelope ID: 6A8B9A8F-3F43-496B-903B-E821077B8EA0

MORTON Construction Company
2825 Richmond Ave
Sanford, FL 32773

Phone 407-322-0754

Invoice

DATE	INVOICE #
8/22/2022	2390

Palace Partners LLC
3914 Centreville Rd., #300
Chantilly, VA 20151

CBC058131

P.O. NO.	TERMS	PROJECT
		Palace Renovation

DESCRIPTION	Contract Amt	Prior Amt	Prior %	Curr %	Total %	CURRENT AMOUNT
06 43 13 Wood Stairs	5,248.26			0.00%	0.00%	0.00
06 46 19 Wood Base and Shoe Mol	5,161.23			0.00%	0.00%	0.00
07 11 13 Bituminous Dampproofin	1,925.01			0.00%	0.00%	0.00
08 11 13 Hollow Metal Doors and	11,827.20			30.00%	30.00%	3,548.16
08 11 13.13 Standard Hollow Met	1,832.25			0.00%	0.00%	0.00
09 21 13 Plaster Assemblies	1,717.74			0.00%	0.00%	0.00
09 21 16 Gypsum Boards Assembli	6,870.95			0.00%	0.00%	0.00
09 21 16 Gypsum Boards Assembli	3,435.48			0.00%	0.00%	0.00
09 30 13 Ceramic Tiling	70,134.12			0.00%	0.00%	0.00
09 30 13 Ceramic Tiling	10,659.14			0.00%	0.00%	0.00
09 91 13 Exterior Painting	687.10			0.00%	0.00%	0.00
09 91 23 Interior Painting	46,209.46			25.00%	25.00%	11,552.37
10 21 13 Toilet Compartments	5,725.80			0.00%	0.00%	0.00
10 26 13 Corner Guards	2,862.90			0.00%	0.00%	0.00
21 05 00 Common Work Results fo	11,451.59			20.00%	20.00%	2,290.32
22 11 13 Facility Water Distrib	32,064.45			0.00%	0.00%	0.00
22 13 13 Facility Sanitary Sewe	32,064.45			35.00%	35.00%	11,222.56
26 05 33.13 Conduit for Electri	58,918.43			35.00%	35.00%	20,621.45
26 05 33.13 Conduit for Electri	1,145.16			20.00%	20.00%	229.03
28 46 11 Fire Sensors and Detec	12,988.39			10.00%	10.00%	1,298.84
						76,862.93
10% Retainage						-7,686.29

Total	$69,176.64
Balance Due	$69,176.64

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STATUTORY

WAIVER AND RELEASE OF LIEN

UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the progress payment in the amount of $ 37,312.77 hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished through, 7/30/2022 (date) to Palace Partners, LLC (customer) on the job of Palace Partners, LLC (owner of the property) to the following described property:
Palace Partners, LLC
Project Name: Palace Renovation
410 W Main Street
Leesburg, FL 34748

This waiver and release does not cover any retention or labor, services or materials furnished after the date specified.

DATED on 8/10, 2022

Morton Construction Company
2825 Richmond Ave
Sanford, FL 32773
Name and Address of Lienor

BY: _____

TITLE: S/T

STATE OF: FLORIDA

COUNTY OF: Seminole

Sworn to (or affirmed) and subscribed before me this 10 day of August, 2022 by Janice Morton.

_____
Notary Public

Notary Public State of Florida
Kevin Kennel
My Commission
HH 185769
Exp. 11/7/2025

Print Name: Kevin Kennel

(Notary Seal)

☐ Personally Known

OR

☐ Produced Identification

Type of Identification Produced _____

Palace Partners, LLC

CHECK REGISTER - SUMMARY

START: 05/01/2022 | END: 09/30/2022

Run Date: 09/23/2022
Run Time: 01:14 PM

Date	Check	Vendor	Reference	Amount
John Marshall Bank Palace Partners, LLC				
05/05/2022	100003	STFARM - STATE FARM	05/22	$1,365.35
05/13/2022	100004	A-LINE - A-LINE Fire & Safety, Inc.	Fire Extinguisher Main.	$133.75
05/16/2022	100005	AZTEK - AZTEK Systems	Annual test & inspection	$267.50
05/16/2022	5	donallen - Donald Allen	410 W Main St	$1,850.00
05/24/2022	6	CAPCON - CAPITOL CONSTRUCTION	04/22 PM/DEV Fee	$7,166.00
05/24/2022	7	SHUMAKE - SHUMAKE ARCHITECTURE, PA	WIP Architectural	$20,850.00
06/01/2022	100006	CITYLEES - City of Leesburg	4/1-5/10/22	$1,810.57
06/01/2022	100007	LOCKIT - LOCK IT UP, INC.	Rekey locks	$1,493.00
06/08/2022	100008	STFARM - STATE FARM	06/22	$1,494.54
06/14/2022	100009	AZTEK - AZTEK Systems	06/22-08/22	$272.53
06/30/2022	100010	SKYELE - SKYLINE ELEVATOR INC	4/25-4/26 service	$585.00
07/06/2022	100011	SHUMAKE - SHUMAKE ARCHITECTURE, PA	Docs/Permitting/Bidding	$8,257.28
07/14/2022	100012	STFARM - STATE FARM	07/22	$1,494.54
08/04/2022	10	ARMINC - ARMINCO AIR INC	7/22 HVAC	$15,751.49
08/04/2022	100013	SHUMAKE - SHUMAKE ARCHITECTURE, PA	Permitting/Bidding/MEP	$9,700.00
08/04/2022	8	MORCON - MORTON CONSTRUCTION COMPANY	7/22 Palace Renovation	$37,312.77
08/04/2022	9	CAPCON - CAPITOL CONSTRUCTION	06/22 Development	$7,166.00

Date	Check	Vendor	Reference	Amount
08/10/2022	3V2VY4HJ	STFARM - STATE FARM	08/22	$1,494.54
08/18/2022	100014	SHUMAKE - SHUMAKE ARCHITECTURE, PA	3D model	$2,000.00
08/26/2022	100015	CMC - CMC REPRO & ASSOCIATE INC	Large document bond	$74.52
08/29/2022	300001	CITYLEES - City of Leesburg	7/8-8/8/22	$243.39
08/29/2022	300002	CITYLEES - City of Leesburg	7/12-8/10/22	$21.64
08/29/2022	300003	CITYLEES - City of Leesburg	7/8-8/7/22	$14.86
08/29/2022	300004	CITYLEES - City of Leesburg	7/8-8/7/22	$1,020.66
08/29/2022	300005	CITYLEES - City of Leesburg	7/8-8/8/22	$157.89
08/29/2022	300006	CITYLEES - City of Leesburg	7/8-8/8/22	$196.70
08/29/2022	300007	CITYLEES - City of Leesburg	7/8-8/8/22	$79.91
08/29/2022	300008	CITYLEES - City of Leesburg	7/8-8/7/22	$31.71
08/29/2022	300009	CITYLEES - City of Leesburg	7/8-8/8/22	$90.38
08/29/2022	300010	CITYLEES - City of Leesburg	7/8-8/8/22	$259.92
08/29/2022	300011	CITYLEES - City of Leesburg	7/8-8/7/22	$441.70
08/30/2022	11	MORCON - MORTON CONSTRUCTION COMPANY	Commercial Renovation Project#2202	$32,601.05
08/30/2022	12	Void -	Palace Renovation AR#2204/Palace ...	$0.00
08/30/2022	13	ARMINC - ARMINCO AIR INC	Equipment only for Florida Job#18232	$7,045.20
08/30/2022	14	CAPCON - CAPITOL CONSTRUCTION	08/22 - Travel/Development/Projec...	$3,583.00
08/30/2022	15	CAPAIR - CAPTIVEAIRE SYSTEMS	Palace Renovation Job#558067	$31,662.03
09/06/2022	100016	SENATORE - SENATORE INC.	Renovation Cadd	$5,000.00
09/06/2022	300012	STFARM - STATE FARM	09/22	$1,387.40

Date	Check	Vendor	Reference	Amount
09/20/2022	100017	AZTEK - AZTEK Systems	09/22-11/22	$272.53

Sub-Total: $204,649.35

Total: $204,649.35

VENDOR: MORCON MORTON CONSTRUCTION COMPANY

CHECK NO. 17

JR REF. NO.	YOUR INV. NO.	INVOICE DATE	INVOICE AMOUNT	AMOUNT PAID	DISCOUNT TAKEN
10/22 Palace Renovation	2403	10/18/2022	$184,935.83	$184,935.83	.00

Palace Partners, LLC

Total: $184,935.83

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

CAPITOL PROPERTY MANAGEMENT

John Marshall Bank

Palace Partners, LLC
3914 Centreville Road 300
Chantilly VA 20151

CHECK NO.	CHECK DATE	VENDOR NO.
17	10/18/2022	MORCON

CHECK AMOUNT

Pay: *** ONE HUNDRED EIGHTY FOUR THOUSAND NINE HUNDRED THIRTY FIVE DOLLARS AND 83/100 CENTS *** ** $184,935.83 **

PAY TO THE ORDER OF
MORTON CONSTRUCTION COMPANY
2825 Richmond Ave
Sanford FL 32773

AUTHORIZED SIGNATURE

⑈0000 17⑈ ⑆056009356⑆ 10000 74557⑈

VENDOR: MORCON MORTON CONSTRUCTION COMPANY

CHECK NO. 17

JR REF. NO.	YOUR INV. NO.	INVOICE DATE	INVOICE AMOUNT	AMOUNT PAID	DISCOUNT TAKEN
10/22 Palace Renovation	2403	10/18/2022	$184,935.83	$184,935.83	.00

Palace Partners, LLC

Total: $184,935.83

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

TO: John Marshall Bank

PROJECT: The Palace

APPLICATION #: 5
APPLICATION DATE: 11-Oct-22
PERIOD TO: 30-Sep-22
PROJECT NO:
CONTRACT DATE:

FROM: Palace Partners, LLC
3914 Centreville road
Chantilly, VA 20151

CONTRACT FOR: The Palace

ARCHITECT: Shumake Architecture, PA
2907 W Bay to Bay Blvd.
Suite 210
Tampa, FL 33629

1 ORIGINAL CONTRACT SUM		$ 563,500.00
2 Net change by Change Orders		$0.00
3 CONTRACT SUM TO DATE (Line 1 + 2)		$ 563,500.00
4 TOTAL COMPLETED & STORED		$ 411,187.25
5 RETAINAGE		
a. 5 % of Completed Work	$ -	
b. % of Stored Material	$ -	
Total from 5a and 5b		$ -
6 TOTAL EARNED LESS RETAINAGE		$ 411,187.25
7 LESS PREVIOUSLY PAID		$ 226,251.42
8 CURRENT PAYMENT DUE		$ 184,935.83
9 BALANCE TO FINISH, PLUS RETAINAGE		$ 152,312.75

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payment received for the Owner, and that current payment shown herein is now due.

CONTRACTOR

By: _____ Date: 10-11-22

MIA MARIE DIAMOND
NOTARY PUBLIC
REG. #7861204
MY COMMISSION EXPIRES
02/29/2024
COMMONWEALTH OF VIRGINIA

State of: Virginia
County of: Fairfax
Subscribed and sworn to before me this 11th day of October 2022

Notary Public: _____

My Commission expires: 2/29/24 # 7861204

Change Orders approved in previous months by Owner	ADDITIONS	DEDUCTIONS
TOTAL	$0.00	$ -
Total Approved this Month		
Num. / Date Approved		
TOTAL	$0.00	$ -

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the site observations and data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicted, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED $_____

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the Amount Certified.

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

Application Date

Period To:

APPLICATION AND CERTIFICATION FOR PAYMENT

The Palace

APPLICATION # 5

containing the Contractor's signed Certification, is attached
In tabulations below, amounts are stated to the nearest dollar
Use Column I on Contracts where variable retainage for line items may apply

A	B	C	D	E	F	G	H	I	J
			This Period						0
Item #	Description of Work	Scheduled Value	Previous Work	This Period	Material Stored	Total Compl. and Stored	Balance to Finish	% Compl.	Retainage
	Architectural / Engineering	36,000.00	40,807.28	0.00	$ -	$ 40,807.28	$ (4,807.28)	113%	$ -
	Legal / Lease review	15,000.00	6,581.00	0.00	$ -	$ 6,581.00	$ 8,419.00	44%	$ -
	Permits	10,000.00	0.00	0.00	$ -	$ -	$ 10,000.00	0%	$ -
	Travel	2,000.00	1,665.00	0.00	$ -	$ 1,665.00	$ 335.00	83%	$ -
	Development Fee	7,500.00	6,250.00	0.00	$ -	$ 6,250.00	$ 1,250.00	83%	$ -
	Project Management	12,000.00	10,000.00	0.00	$ -	$ 10,000.00	$ 2,000.00	83%	$ -
	Tenant Finish	477,500.00	160,948.14	184,935.83	$ -	$ 345,883.97	$ 131,616.03	72%	$ -
	Total this page	$ 560,000.00	$ 226,251.42	$ 184,935.83	$ -	$ 411,187.25	$ 148,812.75	73%	$ -

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DocuSign Envelope ID: 950EC26B-991E-4930-B798-4D1F60C57F04

Application and Certificate for Payment

TO OWNER:
Palace Partners LLC
3914 Centreville Rd., #309 |
Chantilly, VA 20151

FROM CONTRACTOR:
Morton Construction Company
2825 Richmond Ave
Sanford, Florida 32773

PROJECT:
Palace Renovation
410 W Main Street
Leesburg, FL 34748

VIA ARCHITECT:
Shumake Architecture, PA
2907 W Bay to Bay Blvd, Suite 210
Tampa, FL 33629

APPLICATION NO: 3
PERIOD TO: 9/30/2022
CONTRACT FOR: Commercial Renovation
CONTRACT DATE: 7/8/2022
PROJECT NOS: 2202

DISTRIBUTION TO:
OWNER ☑
ARCHITECT ☑
CONTRACTOR ☐
FIELD ☐
OTHER ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$473,116.75
2. Net change by Change Orders		$103,363.10
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$576,479.85
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$318,570.58
5. RETAINAGE:		
a. 10.00 % of Completed Work (Column D + E on G703)	$31,857.05	
b. 0.00 % of Stored Material (Column F on G703)	$0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$31,857.05
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$286,713.53
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$101,777.70
8. CURRENT PAYMENT DUE		$184,935.83
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$289,766.32	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$0.00	$0.00
Total approved this Month	$103,363.10	$0.00
TOTALS	$103,363.10	$0.00
NET CHANGES by Change Order		$103,363.10

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Morton Construction Company
By: _____ Date: 9/27/2022
State of: Florida
County of: Seminole
Subscribed and sworn to before me this 27th day of Sep-22
Notary Public State of Florida Kevin Kennel My Commission HH 195769 Exp. 11/7/2025
Notary Public:
My Commission expires: 11.7.25

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: #184,935.83
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT: Shumake Architecture, PA
By: _____ Date: 10.03.2022

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

DocuSigned by:
Jeffrey B. Lawrence
C7C83B1581EC436...
10/4/2022

DocuSign Envelope ID: 950EC26B-991E-4930-B798-4D1F60C57F04

Continuation Sheet

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.
In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

PAGE: 1
APPLICATION NO: 3
APPLICATION DATE: 7/8/2022
PERIOD TO: 9/30/2022
GC'S PROJECT NO: 2202

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION	THIS PERIOD					
1	01 31 00 - Project Management	$39,538.91	$19,769.46	$9,884.73	$0.00	$29,654.19	75.00%	$9,884.72	$2,965.41
2	01 41 00 - Regulatory Requirements	$1,145.16	$1,145.16	$0.00	$0.00	$1,145.16	100.00%	($0.00)	$114.52
3	01 45 00 - Quality Control	$1,145.16	$0.00	$1,145.16	$0.00	$1,145.16	100.00%	($0.00)	$114.52
4	01 52 00 - Construction Facilities	$343.55	$85.89	$85.89	$0.00	$171.78	50.00%	$171.77	$17.18
5	01 54 00 - Construction Aids	$3,607.25	$186.09	$186.09	$0.00	$372.18	10.32%	$3,235.07	$37.22
6	01 56 00 - Temporary Barriers and Enclosures	$1,717.74	$143.15	$143.15	$0.00	$286.30	16.67%	$1,431.44	$28.63
7	01 71 00 - Examination and Preparation	$1,145.16	$1,145.16	$0.00	$0.00	$1,145.16	100.00%	($0.00)	$114.52
8	01 74 00 - Cleaning and Waste Management	$13,570.14	$3,060.44	$2,725.48	$0.00	$5,785.92	42.64%	$7,784.22	$578.59
9	01 77 00 - Closeout Procedures	$1,145.16	$0.00	$0.00	$0.00	$0.00	0.00%	$1,145.16	$0.00
10	01 78 00 - Closeout Submittals	$2,862.90	$0.00	$0.00	$0.00	$0.00	0.00%	$2,862.90	$0.00
11	02 41 00 - Demolition	$25,193.50	$25,193.50	$0.00	$0.00	$25,193.50	100.00%	($0.00)	$2,519.35
12	03 06 00 - Schedules for Concrete	$6,298.37	$6,298.37	$0.00	$0.00	$6,298.37	100.00%	$0.00	$629.84
13	03 15 00 - Concrete Accessories	$572.58	$572.58	$0.00	$0.00	$572.58	100.00%	($0.00)	$57.26
14	03 37 00 - Specialty Placed Concret	$1,717.74	$1,717.74	$0.00	$0.00	$1,717.74	100.00%	($0.00)	$171.77
15	04 21 00 - Clay Unit Masonry	$3,435.48	$0.00	$0.00	$0.00	$0.00	0.00%	$3,435.48	$0.00
16	05 12 00 - Structural Steel Framing	$1,717.74	$429.44	$1,288.31	$0.00	$1,717.75	100.00%	($0.01)	$171.77
17	05 41 00 - Structural Metal Stud Framing	$10,306.43	$2,576.61	$7,729.82	$0.00	$10,306.43	100.00%	$0.00	$1,030.64
18	06 10 00 - Rough Carpentry	$2,862.90	$0.00	$2,862.90	$0.00	$2,862.90	100.00%	($0.00)	$286.29
19	06 16 00 - Sheathing	$6,870.95	$0.00	$1,717.75	$0.00	$1,717.75	25.00%	$5,153.20	$171.77
20	06 20 00 - Finish Carpentry	$6,096.83	$0.00	$1,524.21	$0.00	$1,524.21	25.00%	$4,572.62	$152.42
21	06 41 00 - Architectural Wood Casework	$18,893.98	$0.00	$1,889.40	$0.00	$1,889.40	10.00%	$17,004.58	$188.94
22	06 43 00 - Wood Stairs and Railings	$5,248.26	$0.00	$2,624.13	$0.00	$2,624.13	50.00%	$2,624.13	$262.41
23	06 46 00 - Wood Trim	$5,161.23	$0.00	$2,580.62	$0.00	$2,580.62	50.00%	$2,580.61	$258.06
24	07 11 00 - Dampproofing	$1,925.01	$0.00	$0.00	$0.00	$0.00	0.00%	$1,925.01	$0.00

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Continuation Sheet

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.
In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

PAGE: 2
APPLICATION NO: 3
APPLICATION DATE: 7/8/2022
PERIOD TO: 9/30/2022
GC'S PROJECT NO: 2202

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
25	08 11 00 - Metal Doors and Frames	$13,659.46	$3,548.16	$7,154.49	$0.00	$10,702.65	78.35%	$2,956.81	$1,070.27
26	09 21 00 - Plaster and Gypsum Board Assembli	$12,024.17	$0.00	$12,024.17	$0.00	$12,024.17	100.00%	$0.00	$1,202.42
27	09 30 00 - Tiling	$80,793.26	$0.00	$40,396.63	$0.00	$40,396.63	50.00%	$40,396.63	$4,039.67
28	09 91 00 - Painting	$46,896.55	$11,552.37	$23,104.73	$0.00	$34,657.10	73.90%	$12,239.45	$3,465.71
29	10 21 00 - Compartments and Cubicles	$5,725.80	$0.00	$0.00	$0.00	$0.00	0.00%	$5,725.80	$0.00
30	10 26 00 - Wall and Door Protection	$2,862.90	$0.00	$0.00	$0.00	$0.00	0.00%	$2,862.90	$0.00
31	21 05 00 - Common Work Results for Fire Suppr	$11,451.59	$2,290.32	$6,298.37	$0.00	$8,588.69	75.00%	$2,862.90	$858.87
32	22 11 00 - Facility Water Distribution	$32,064.45	$0.00	$24,048.34	$0.00	$24,048.34	75.00%	$8,016.11	$2,404.83
33	22 13 00 - Facility Sanitary Sewerage	$32,064.45	$11,222.56	$12,825.78	$0.00	$24,048.34	75.00%	$8,016.11	$2,404.84
34	26 05 00 - Common Work Results for Electrical	$60,063.59	$20,850.48	$24,254.47	$0.00	$45,104.95	75.10%	$14,958.64	$4,510.49
35	28 46 00 - Fire Detection and Alarm	$12,988.39	$1,298.84	$1,298.84	$0.00	$2,597.68	20.00%	$10,390.71	$259.76
36	Change Order 1.3 - Ext Conditions	$9,200.00	$0.00	$9,200.00	$0.00	$9,200.00	100.00%	$0.00	$920.00
37	Change Order 2 - Plumbing	$4,594.25	$0.00	$3,445.69	$0.00	$3,445.69	75.00%	$1,148.56	$344.57
38	Change Order 3 - Finishes	$1,221.50	$0.00	$0.00	$0.00	$0.00	0.00%	$1,221.50	$0.00
39	Change Order 4 - HVAC	$80,640.00	$0.00	$0.00	$0.00	$0.00	0.00%	$80,640.00	$0.00
40	Change Order 5 - Finishes	$2,103.46	$0.00	$2,103.47	$0.00	$2,103.47	100.00%	($0.01)	$210.35
41	Change Order 7 - Plumbing	$2,662.25	$0.00	$0.00	$0.00	$0.00	0.00%	$2,662.25	$0.00
42	Change Order 8 - Metals	$1,546.61	$0.00	$1,546.61	$0.00	$1,546.61	100.00%	$0.00	$154.66
43	Change Order 9 - Woods, Plastics, Comp	$1,395.03	$0.00	$1,395.03	$0.00	$1,395.03	100.00%	$0.00	$139.50
		$576,479.84	$113,086.32	$205,484.26	$0.00	$318,570.58	55.26%	$257,909.26	$31,857.05

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CONDITIONAL RELEASE OF LIEN PARTIAL

PARTIAL

The undersigned lienor, in consideration of the progress payment in the amount of $184,935.83 hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished through 9/30/2022 (date) to Palace Partners, LLC (customer) on the job of Palace Partners, LLC (owner of property) to the following described property:

Palace Partners, LLC
Project Name: Palace Renovation
410 W Main Street
Leesburg, FL 34748

This waiver and release does not cover any retention of labor, services or materials furnished after the date specified.

This Release of Lien is conditioned upon payment and clearance of a check in the amount of $184,935.83 within 15 days; otherwise the Release of Lien is VOID.

DATED on 9/26, 20 22

Morton Construction Company
2825 Richmond Ave
Sanford, FL 32773
Name and Address of Lienor

By: _____

Title: S/T

State of: Florida

County of: Seminole

Sworn to (or affirmed) and subscribed before me this 26 day of September, 20 22 by Jason Morton

Notary Public State of Florida
Kevin Kennel
My Commission
HH 196769
Exp. 11/7/2025

_____
Notary Public

Print Name: Kevin Kennel

(Notary Seal)
☐ Personally Known
OR
☐ Produced Identification
Type of Identification Produced: _____

DocuSign Envelope ID: 950EC26B-991E-4930-B798-4D1F60C57F04

STATUTORY

WAIVER AND RELEASE OF LIEN

UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the progress payment in the amount of $ 69,176.65 hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished through, 8/30/2022 (date) to Palace Partners, LLC (customer) on the job of Palace Partners, LLC (owner of the property) to the following described property:
Palace Partners, LLC
Project Name: Palace Renovation
410 W Main Street
Leesburg, FL 34748

This waiver and release does not cover any retention or labor, services or materials furnished after the date specified.

DATED on 9/26, 2022

Morton Construction Company
2825 Richmond Ave
Sanford, FL 32773
Name and Address of Lienor

By: _____

TITLE: S/T

STATE OF: FLORIDA

COUNTY OF: SEMINOLE

Sworn to (or affirmed) and subscribed before me this 26 day of SEPTEMBER 2022 by JANIE MORTON.

Notary Public State of Florida
Kevin Kennel
My Commission
HH 196709
Exp. 11/7/2025

_____
Notary Public

Print Name: KEVIN KENNEL

(Notary Seal)

☐ Personally Known

OR

☐ Produced Identification

Type of Identification Produced _____

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MORTON
Construction Company
2825 Richmond Ave
Sanford, FL 32773

Phone 407-322-0754

Invoice

DATE	INVOICE #
9/26/2022	2403

Palace Partners LLC
3914 Centreville Rd., #300
Chantilly, VA 20151

CBC058131

P.O. NO.	TERMS	PROJECT
		Palace Renovation

DESCRIPTION	Contract Amt	Prior Amt	Prior %	Curr %	Total %	CURRENT AMOUNT
06 43 13 Wood Stairs	5,248.26			50.00%	50.00%	2,624.13
06 46 19 Wood Base and Shoe Mol	5,161.23			50.00%	50.00%	2,580.62
07 11 13 Bituminous Dampproofin	1,925.01			0.00%	0.00%	0.00
08 11 13 Hollow Metal Doors and	11,827.20	3,548.16	30.00%	45.00%	75.00%	5,322.24
08 11 13.13 Standard Hollow Met	1,832.25			100.00%	100.00%	1,832.25
09 21 13 Plaster Assemblies	1,717.74			100.00%	100.00%	1,717.74
09 21 16 Gypsum Boards Assembli	6,870.95			100.00%	100.00%	6,870.95
09 21 16 Gypsum Boards Assembli	3,435.48			100.00%	100.00%	3,435.48
09 30 13 Ceramic Tiling	70,134.12			50.00%	50.00%	35,067.06
09 30 13 Ceramic Tiling	10,659.14			50.00%	50.00%	5,329.57
09 91 13 Exterior Painting	687.10			0.00%	0.00%	0.00
09 91 23 Interior Painting	46,209.46	11,552.37	25.00%	50.00%	75.00%	23,104.73
10 21 13 Toilet Compartments	5,725.80			0.00%	0.00%	0.00
10 26 13 Corner Guards	2,862.90			0.00%	0.00%	0.00
21 05 00 Common Work Results fo	11,451.59	2,290.32	20.00%	55.00%	75.00%	6,298.37
22 11 13 Facility Water Distrib	32,064.45			75.00%	75.00%	24,048.34
22 13 13 Facility Sanitary Sewe	32,064.45	11,222.56	35.00%	40.00%	75.00%	12,825.78
26 05 33.13 Conduit for Electri	58,918.43	20,621.45	35.00%	40.00%	75.00%	23,567.37
26 05 33.13 Conduit for Electri	1,145.16	229.03	20.00%	60.00%	80.00%	687.10
28 46 11 Fire Sensors and Detec	12,988.39	1,298.84	10.00%	10.00%	20.00%	1,298.84
						187,793.46
10% Retainage						-18,779.35

Total	$169,014.11
Balance Due	$169,014.11

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MORTON Construction Company
2825 Richmond Ave
Sanford, FL 32773

Phone 407-322-0754

Invoice

DATE	INVOICE #
9/26/2022	2403

Palace Partners LLC
3914 Centreville Rd., #300
Chantilly, VA 20151

CBC058131

P.O. NO.	TERMS	PROJECT
		Palace Renovation

DESCRIPTION	Contract Amt	Prior Amt	Prior %	Curr %	Total %	CURRENT AMOUNT
01 31 13 Project coordination /	26,752.06	13,376.04	50.00%	25.00%	75.00%	6,688.02
01 31 19 Project Meetings / PM	12,786.85	6,393.42	50.00%	25.00%	75.00%	3,196.71
01 41 26 Permit Requirements	1,145.16	1,145.16	100.00%	0.00%	100.00%	0.00
01 45 23 Testing and Inspecting	1,145.16			100.00%	100.00%	1,145.16
01 52 19 Sanitary Facilities	343.55	85.89	25.00%	25.00%	50.00%	85.89
01 54 10 Small Tools	744.35	186.09	25.00%	25.00%	50.00%	186.09
01 54 19 Temporary Cranes	2,862.90			0.00%	0.00%	0.00
01 56 16 Temporary Dust Barrier	572.58	143.15	25.00%	25.00%	50.00%	143.15
01 56 23 Temporary Barricades	1,145.16			0.00%	0.00%	0.00
01 71 13 Mobilization	1,145.16	1,145.16	100.00%	0.00%	100.00%	0.00
01 74 13 Progress Cleaning	1,717.74	429.44	25.00%	25.00%	50.00%	429.44
01 74 16 Site Maintenance	1,145.16	286.29	25.00%	25.00%	50.00%	286.29
01 74 19 Construction Waste Man	6,699.18	2,344.71	35.00%	30.00%	65.00%	2,009.75
01 74 23 Final Cleaning	4,008.06			0.00%	0.00%	0.00
01 77 19 Closeout Requirements	1,145.16			0.00%	0.00%	0.00
01 78 13 Completion and Correct	1,145.16			0.00%	0.00%	0.00
01 78 39 Project Record Documen	1,717.74			0.00%	0.00%	0.00
02 41 13 Selective Site Demolit	25,193.50	25,193.50	100.00%	0.00%	100.00%	0.00
03 06 30.19 Concrete Slab on Gr	6,298.37	6,298.37	100.00%	0.00%	100.00%	0.00
03 15 21 Termite Barrier	572.58	572.58	100.00%	0.00%	100.00%	0.00
03 37 16 Pumped Concrete	1,717.74	1,717.74	100.00%	0.00%	100.00%	0.00
04 21 13 Brick Masonry	3,435.48			0.00%	0.00%	0.00
05 12 23 Structural Steel for B	1,717.74	429.44	25.00%	75.00%	100.00%	1,288.31
05 41 00 Structural Metal Frami	8,016.11	2,004.03	25.00%	75.00%	100.00%	6,012.08
05 41 00 Structural Metal Frami	2,290.32	572.58	25.00%	75.00%	100.00%	1,717.74
06 10 53 Miscellaneous Rough Ca	2,862.90			100.00%	100.00%	2,862.90
06 16 23 Subflooring	2,862.90			25.00%	25.00%	715.73
06 16 36 Wood Panel Product She	4,008.06			25.00%	25.00%	1,002.02
06 20 23 Interior Finish Carpen	6,096.83			25.00%	25.00%	1,524.21
06 41 16 Plastic-Laminate-Clad	9,988.08			10.00%	10.00%	998.81
06 41 16 Plastic-Laminate-Clad	8,905.90			10.00%	10.00%	890.59
				Total		
				Balance Due		

CAPITOL PROPERTY MANAGEMENT

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Payment Details

< Payments

Payment Details

- $ Payment Details >
- Payment Import Status
- Payment Help

Check 100016

|< < 1 of 1 > >| Save Void Void and Reissue

Status:	Paid	***Check Number:**	100016
Check Number:	100016	***Date Paid:**	09/06/2022 (mm/dd/yyyy)
Payment Type:	Check	***Paid to Vendor:**	SENATORE INC.
Payment Amount:	$5000.00	***Save Comments:**	
Date Paid:	9/6/2022	**Last Modified By:**	
Company:	Palace Partners, LLC	**Last Modified Date:**	
Bank Account:	Palace Partners, LLC: ******4557	**Date Created:**	9/6/2022 1:04:39 PM
Mail To:	SENATORE INC.	**Transaction Id:**	22481204
Mail To Address:	1317 Sumter Street Leesburg,FL 34748,US		
Paid to Vendor:	SENATORE INC.		

Delivery Status Refresh

Delivery Method	Amount	Delivery Status	AvidPay Check	VCC Proof	Cleared Date	Last Update Date	History	Error
Check	$5,000.00	Issued to Supplier				9/6/2022 5:08:22 PM	View	

Invoices included with this payment Show Payment Breakdown

	Invoice Number	Amount	Account Number	Invoice Date	Due Date	Status	Last Change By	Last Change	Down loaded	ExternalId	Import Message
View	A/CM 01	$2,500.00		08/03/2022		Paid	Payables Service	09/06/2022 5:07 PM		167308	
View	A/CM 02	$2,500.00		08/31/2022		Paid	Payables Service	09/06/2022 5:07 PM		167309	

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Invoice A/CM 01

Design / Build Specialists

SENATORE INC.

JAMES P. SENATORE, ARCHITECT • SENATORE CONSTRUCTION
Architect Fl License No. AR0006808 • Certified Contractor Fl License No. CB C060129

1317 Sumter Street, Leesburg, Florida 34748 • Phone 352.787.1121 Fax: (352) 728-8292

August 3rd, 2022

To:
Capitol Companies
Property Management
3914 Centreville Rd. #300
Chantilly, VA
Attn: Jeffrey B. Lawrence

Ref:
Morton Construction Company
Palace Renovation Cadd

Invoice

Category	Vendor	Description	Check #	Vendor Subtotal	Amount
3	Senatore Inc	Palace Renovation Cadd			$2,500.00

Balance Due: $2,500.00

Respectfully,

James P. Senatore, President
Senatore, Inc. Design / Build Specialist
Architect AR0006808 • Contractor CBC060129
SenatoreInc@gmail.com

Invoice A/CM 02

Design / Build Specialists

SENATORE INC.

JAMES P. SENATORE, ARCHITECT • SENATORE CONSTRUCTION
Architect Fl License No. AR0006808 • Certified Contractor Fl License No. CB C060129
1317 Sumter Street, Leesburg, Florida 34748 • Phone 352.787.1121 Fax: (352) 728-8292

August 31st, 2022

To:
Capitol Companies
Property Management
3914 Centreville Rd. #300
Chantilly, VA
Attn: Jeffrey B. Lawrence

Ref:
Morton Construction Company
Palace Renovation Cadd

Invoice

Category	Vendor	Description	Check #	Vendor Subtotal	Amount
3	Senatore Inc	HVAC Repair			$2,500.00

Balance Due: $2,500.00

Respectfully,

James P. Senatore, President
Senatore, Inc. Design / Build Specialist
Architect AR0006808 · Contractor CBC060129
SenatoreInc@gmail.com

CAPITOL PROPERTY MANAGEMENT

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Payment Details

< Payments

Payment Details

- $ Payment Details >
- Payment Import Status
- Payment Help

Check 100011

|< < 1 of 1 > >| Save Void Void and Reissue

Status:	Paid	***Check Number:**	100011
Check Number:	100011	***Date Paid:**	07/06/2022 (mm/dd/yyyy)
Payment Type:	Check	***Paid to Vendor:**	SHUMAKE ARCHITECTURE, PA
Payment Amount:	$8257.28	***Save Comments:**	
Date Paid:	7/6/2022	**Last Modified By:**	
Company:	Palace Partners, LLC	**Last Modified Date:**	
Bank Account:	Palace Partners, LLC: ******4557	**Date Created:**	7/6/2022 10:04:11 AM
Mail To:	SHUMAKE ARCHITECTURE, PA	**Transaction Id:**	21713405
Mail To Address:	2907 W Bay to Bay Blvd 210 Tampa,FL 33629,US		
Paid to Vendor:	SHUMAKE ARCHITECTURE, PA		

Delivery Status Refresh

Delivery Method	Amount	Delivery Status	AvidPay Check	VCC Proof	Cleared Date	Last Update Date	History	Error
Check	$8,257.28	Issued to Supplier				7/6/2022 5:22:02 PM	View	

Invoices included with this payment Show Payment Breakdown

	Invoice Number	Amount	Account Number	Invoice Date	Due Date	Status	Last Change By	Last Change	Down loaded	ExternalId	Import Message
View	761	$8,257.28		05/16/2022		Paid	Payables Service	07/06/2022 5:10 PM	☑	132807	

Copyright © 2022 AvidXChange v.22.11.0.843 5ccba3d831f06f2431d2fb1e574d62c3422c247c04af478cd5ba210db077fcb11ecfc479

SHUMAKE
ARCHITECTURE, PA
2907 W Bay to Bay Blvd.
Suite 210
Tampa, FL 33629
813.425.3350

INVOICE

Date: 5/16/2022
Invoice: 761

Bill To:

Palace Parner. LLC
Mr. Jeffrey B. Lawrence, President

For:

Palace Renovation
410 W Main Street
Leesburg, FL 34748

Item	Description	Units	Rate	Amount
Architectural Services	Construction Documents	0.2	9,500.00	1,900.00
Architectural Services	Permitting	0.5	2,000.00	1,000.00
Architectural Services	Bidding	0.5	2,000.00	1,000.00
Engineering Service	MEP documents	0.3	16,500.00	4,950.00
Printing & Reproducti...	See attached print invoice for pre-bid walk through	142.98	1.10	157.28
CREDIT	Overpayment for existing condition study	-750	1.00	-750.00

Total this invoice $8,257.28

Timeless Architecture, Tireless Service

Thank you for your business!

CAPITOL PROPERTY MANAGEMENT

Welcome Wah Wah
Logout | My Profile

Capitol Property Management Corporation

Notifications Details

My Invoices | Invoices | Payments | My Associations | Integration | AvidPay | Administration | Tools | QR Web Upload | Email Inbox | Reports | Support

Payment Details

< Payments

Payment Details

- $ Payment Details >
- Payment Import Status
- Payment Help

Check 100013

|< < 1 of 1 > >| Save Void Void and Reissue

Status:	Paid	***Check Number:**	100013
Check Number:	100013	***Date Paid:**	08/04/2022 (mm/dd/yyyy)
Payment Type:	Check	***Paid to Vendor:**	SHUMAKE ARCHITECTURE, PA
Payment Amount:	$9700.00	***Save Comments:**	
Date Paid:	8/4/2022		
Company:	Palace Partners, LLC	**Last Modified By:**	
Bank Account:	Palace Partners, LLC: ******4557	**Last Modified Date:**	
Mail To:	SHUMAKE ARCHITECTURE, PA	**Date Created:**	8/4/2022 1:03:09 PM
Mail To Address:	2907 W Bay to Bay Blvd 210 Tampa,FL 33629,US	**Transaction Id:**	22100274
Paid to Vendor:	SHUMAKE ARCHITECTURE, PA		

Delivery Status Refresh

Delivery Method	Amount	Delivery Status	AvidPay Check	VCC Proof	Cleared Date	Last Update Date	History	Error
Check	$9,700.00	Issued to Supplier				8/4/2022 5:17:19 PM	View	

Invoices included with this payment Show Payment Breakdown

	Invoice Number	Amount	Account Number	Invoice Date	Due Date	Status	Last Change By	Last Change	Down loaded	ExternalId	Import Message
View	762	$5,750.00		06/27/2022		Paid	Payables Service	08/04/2022 5:15 PM	☑	153721	
View	777	$3,950.00		07/27/2022	07/27/2022	Paid	Payables Service	08/04/2022 5:15 PM	☑	153722	

Copyright © 2022 AvidXChange v.22.11.0.843 5ccba3d831f06f2431d2fb1e574d62c3422c247c04af478cd5ba210db077fcb11ecfc479

SHUMAKE
ARCHITECTURE, PA

2907 W Bay to Bay Blvd, Suite 210
Tampa, Florida 33629
(813) 425-3350
www.shumakearchitecture.net

INVOICE

Date: 6/27/2022
Invoice: 762

Bill to:

Palace Partner, LLC
Mr. Jeffrey B. Lawrence, President
410 W Main Street
Leesburg, FL 34748

Project:

Palace Renovation
410 W Main Street
AR# 2204

ITEM	DESCRIPTION	UNITS	RATE	AMOUNT
Architectural Services	Permitting	0.5	2,000	$1,000.00
Architectural Services	Bidding	0.5	2000	$1,000.00
Engineering Services	MEP Documents	0.2	16,500	$3,300.00
Architectural Services	Revise floor plan and interior elevations based on post permit meeting	3	150	$450.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			Total this invoic	**$5,750.00**

Timeless Architecture, Tireless Service

Thank you for your business!

SHUMAKE
ARCHITECTURE, PA

2907 W Bay to Bay Blvd, Suite 210
Tampa, Florida 33629
(813) 425-3350
www.shumakearchitecture.net

INVOICE

Date: 7/27/2022
Invoice: 777

Bill to:

Palace Partner, LLC
Mr. Jeffrey B. Lawrence, President
410 W Main Street
Leesburg, FL 34748

Project:

Palace Renovation
410 W Main Street
AR# 2204

ITEM	DESCRIPTION	UNITS	RATE	AMOUNT
Architectural Services	Permitting - extended services	1	2,000	$2,000.00
Architectural Services	Construction Administration	0.25	3500	$875.00
Engineering Services	Administration	0.25	2,500	$625.00
Architectural Services	Accent Color selection and documentation	3	150	$450.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
		Total		**$3,950.00**

Timeless Architecture, Tireless Service

Thank you for your

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.A.1.

Meeting Date: November 14, 2022

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 133+/- acres; and being generally located east of U.S. Highway 27 and south of Dewey Robbins Road, lying in Section 05, Township 21 South, Range 25 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date (Anthony Property).

Staff Recommendation:
The Planning and Zoning staff and the Planning Commission recommend approval of the proposed ordinance for annexation of Anthony Property.

Analysis:
The applicant has submitted a request for annexation of approximately 133 acres of land generally located east of U.S. Highway 27 and south of Dewey Robbins Road, as shown on the attached General Location Map. At this time, the property is agriculture and timber. The current zoning is Lake County A (Agriculture); the proposed zoning is City PUD (Planned Unit Development). The reason for this request is to attain water and sewer service. The proposal of the property is a single-family residential subdivision.

The property is surrounded by Lake County A (Agriculture) and City of Leesburg PUD (Planned Unit Development). Under the conditions of the PUD (Planned Unit Development) zoning case which is also on this agenda, no negative impacts are anticipated to adjacent properties.

Also, on this City Commission agenda, is a Large-Scale Comprehensive Plan Amendment, which, along with the Planned Unit Development Application, had recommendations for approval from the staff and Planning Commission at the public hearing held on July 21, 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.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 133+/- ACRES; AND BEING GENERALLY LOCATED EAST OF U.S. HIGHWAY 27 AND SOUTH OF DEWEY ROBBINS ROAD, LYING IN SECTION 05, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; PROVIDING THAT SAID PROPERTY SO ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY; PROVIDING THAT SUCH ANNEXED PROPERTY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL SUCH TERRITORY HAD BEEN A PART OF THE CITY OF LEESBURG AT THE TIME OF PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES; PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE PLACED IN CITY COMMISSION DISTRICT 3; AND PROVIDING AN EFFECTIVE DATE (ANTHONY PROPERTY).

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 Ben Snyder (Hanover Land Company, Petitioner) for Anthony Property 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 is hereby assigned to City Commission District 3;

Section 3.
All ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed;

Section 4.
This ordinance shall become effective immediately upon approval at second reading.

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

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

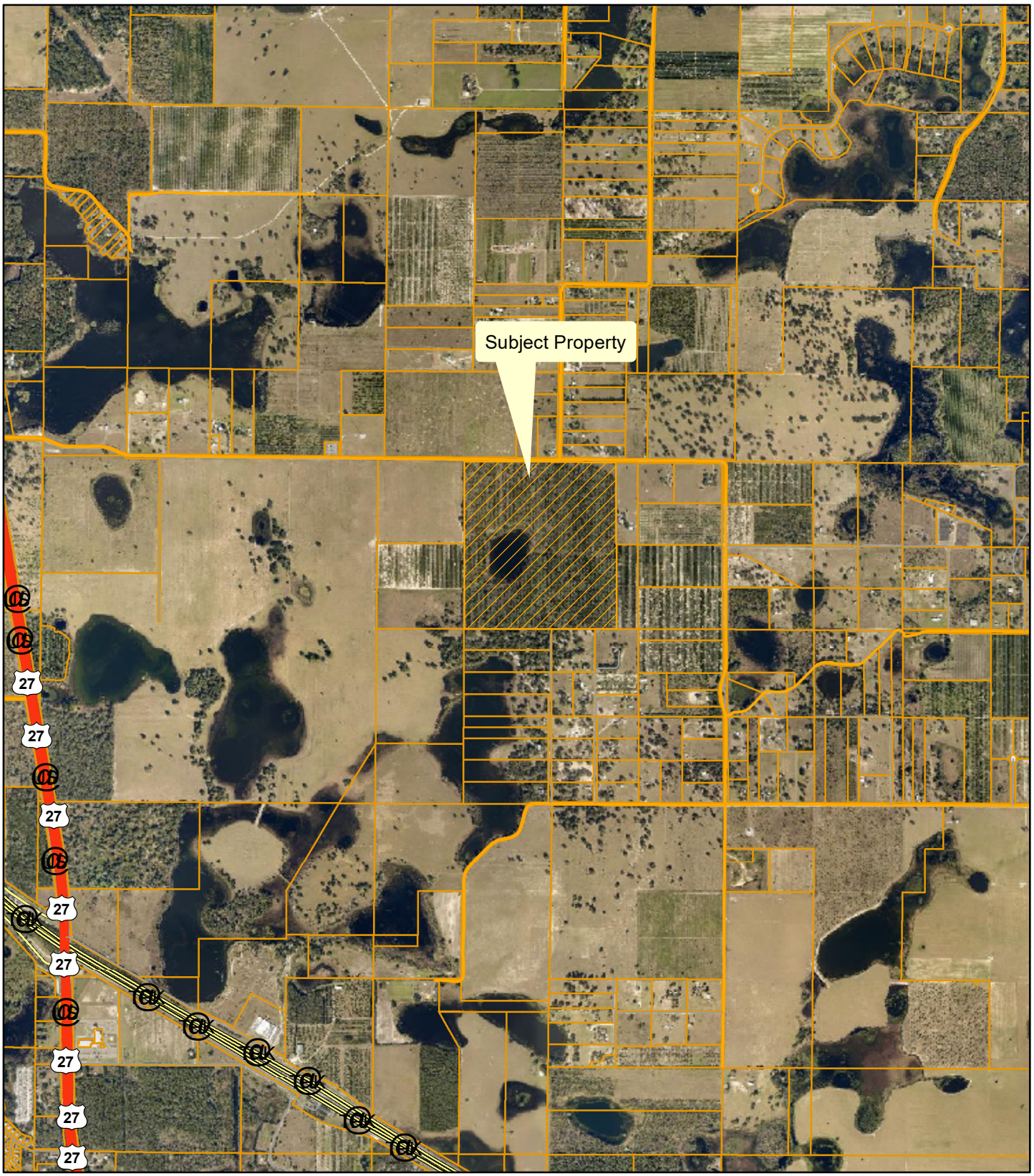
_____
City Clerk

Exhibit A

Legal Description

Legal Description:
The West 3/4 of Government Lot 2 AND all of Government Lot 3, all lying in Section 5, Township 21, South, Range 25 East, Lake County, Florida. Less and except right-of-ways.

Aerial



Planning & Zoning Division

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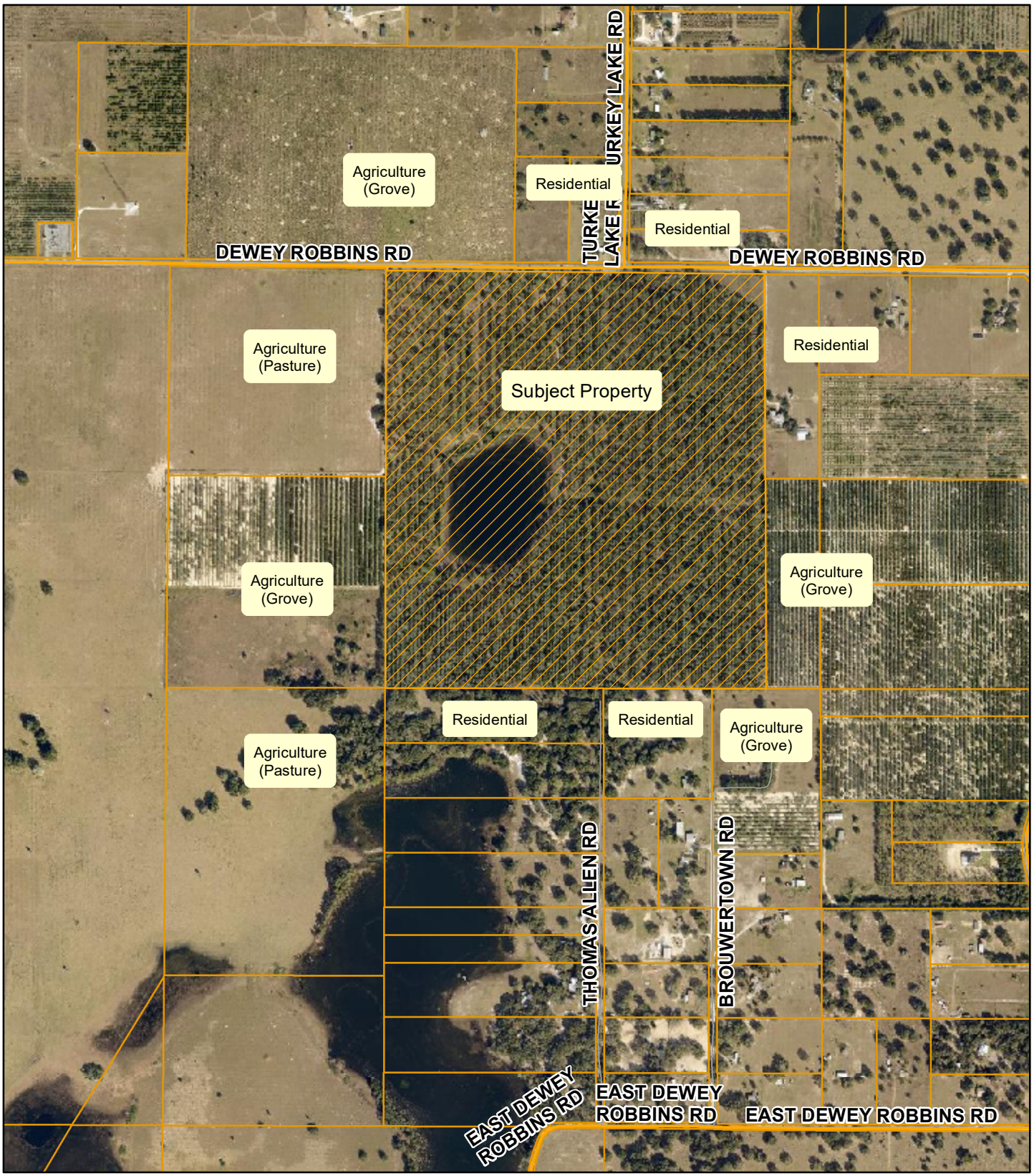
Anthony Property
Dewey Robbins Road
AK#: 1210178
Section 05, Township 21 South, Range 25 East
June 16, 2022

Surrounding Land Uses



Planning & Zoning Division

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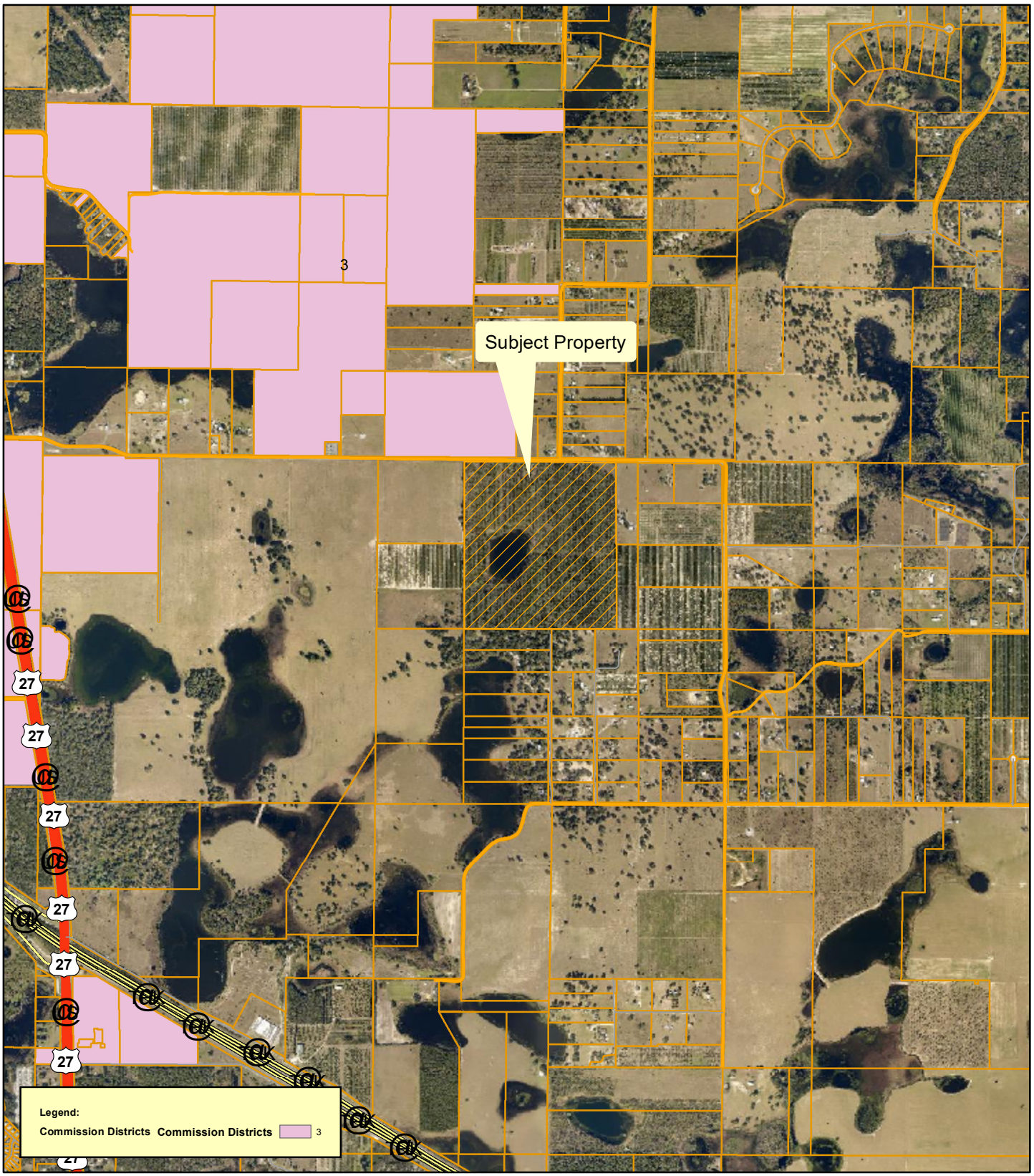
Anthony Property
Dewey Robbins Road
AK#: 1210178
Section 05, Township 21 South, Range 25 East
June 16, 2022

Commission District



Planning & Zoning Division

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Anthony Property
Dewey Robbins Road
AK#: 1210178
Section 05, Township 21 South, Range 25 East
June 16, 2022

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.A.2.

Meeting Date: November 14, 2022

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 133 +/- acres from Lake County Rural to City of Leesburg Estate Residential, for a property generally located east of U.S. Highway 27 and south of Dewey Robbins Road, lying in Section 05, Township 21 South, Range 25 East, Lake County, Florida; and providing an effective date. (Anthony Property)

Staff Recommendation:
The Planning & Zoning Staff and the Planning Commission recommend approval of the proposed large-scale comp plan amendment of the City's Future Land Use Map on 133 +/- acres from Lake County Rural to City of Leesburg Estate Residential.

Analysis:
The project site is approximately 133 acres. The property is generally located east of U.S. Highway 27 and south of Dewey Robbins Road. Currently, the property is agricultural and timber. The proposed use is for a single-family residential subdivision. The surrounding Future Land Use Map designations of Lake County Rural and City of Leesburg Estate Residential are compatible, as conditioned in the PUD zoning, with the proposed future land use designation of City Estate Residential. The proposed zoning designation of City PUD (Planned Unit Development) will provide for development that is consistent with the City's adopted Growth Management Plan and would allow an appropriate use for the property.

This property lies within the ISBA (Interlocal Service Boundary Area) agreement. This agreement, which was approved by City Commission on November 24, 2014, allows property within the ISBA area but outside the current city limits to be annexed and obtain City of Leesburg utility services.

The Planning Commission held a public hearing on the application on July 21, 2022 and recommended approval.

Procurement Analysis:
N/A

Options:

1. Approve the requested large-scale comprehensive plan amendment from Lake County Rural to City of Leesburg Estate Residential; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:
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.

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 133 +/- ACRES FROM LAKE COUNTY RURAL TO CITY OF LEESBURG ESTATE RESIDENTIAL, FOR A PROPERTY GENERALLY LOCATED EAST OF U.S. HIGHWAY 27 AND SOUTH OF DEWEY ROBBINS ROAD, LYING IN SECTION 05, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (ANTHONY PROPERTY)

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 133 acres of land generally located east of U.S. Highway 27 and south of Dewey Robbins Road from Lake County Rural to City of Leesburg Estate Residential, as shown on the revised map of said area, lying in Section 05, Township 21 South, Range 25 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 the 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.

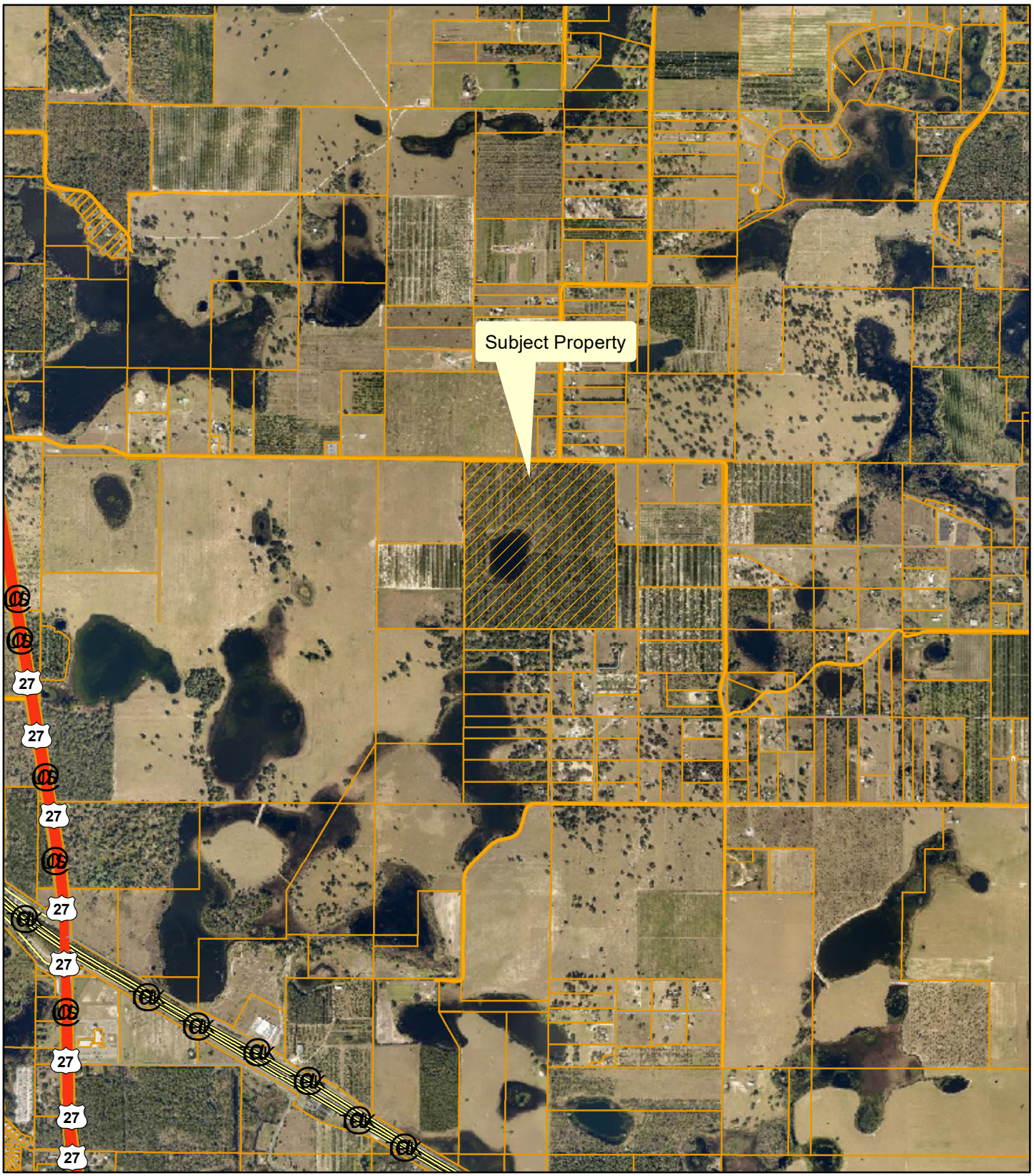
THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

Aerial



Planning & Zoning Division

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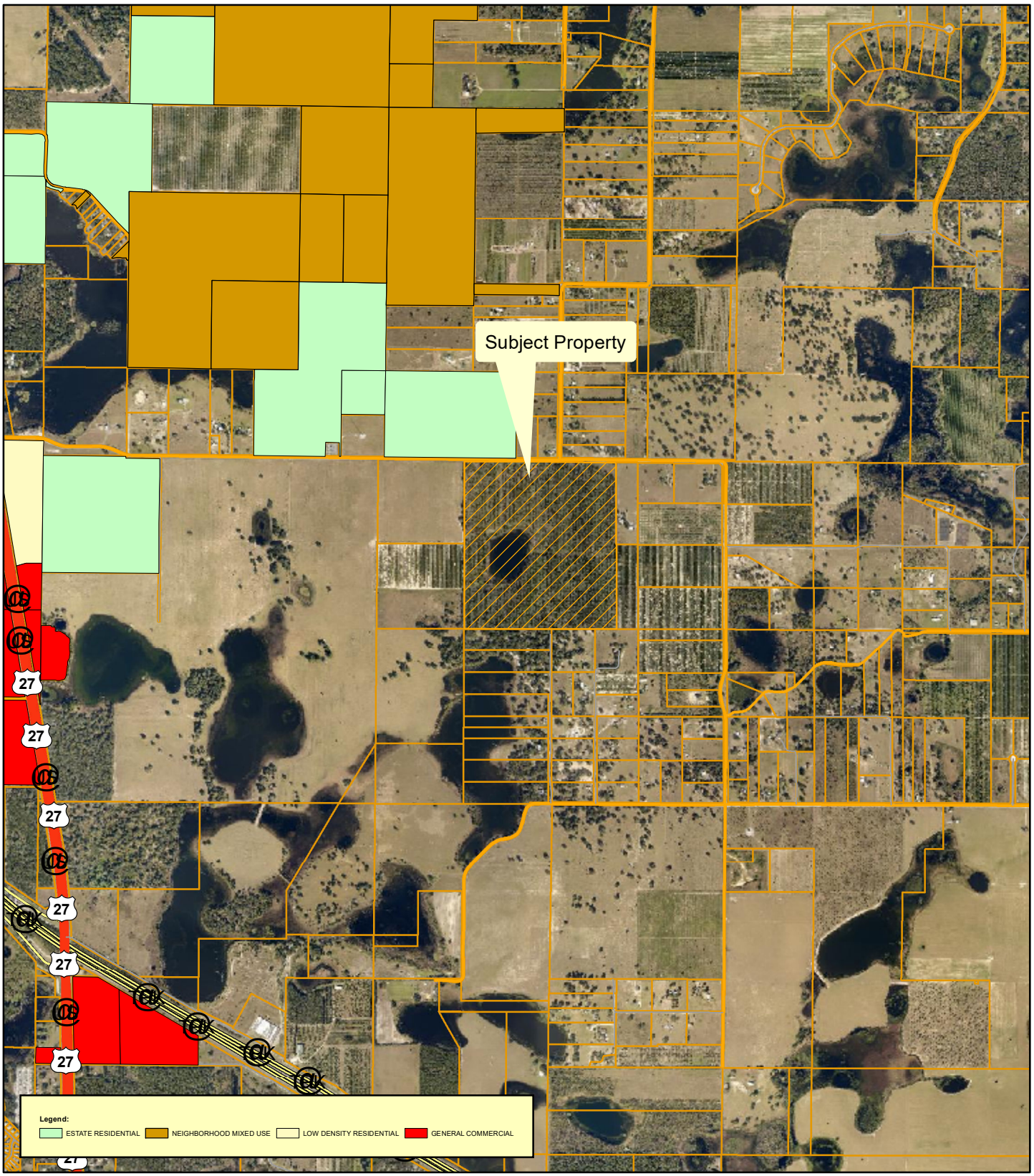
Feet

Anthony Property
Dewey Robbins Road
AK#: 1210178
Section 05, Township 21 South, Range 25 East
June 16, 2022

Future Land Use



Planning & Zoning Division

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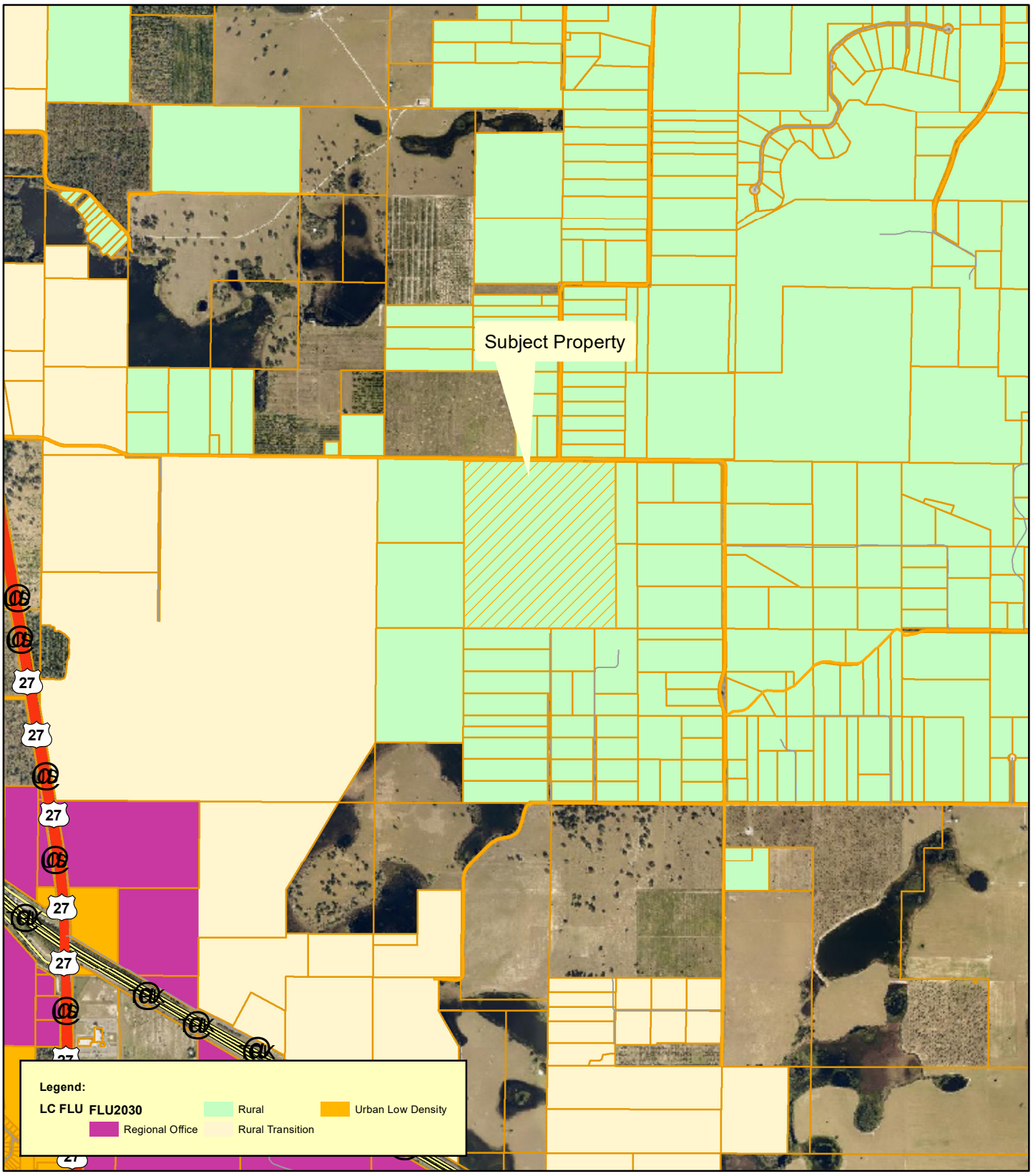
Anthony Property
Dewey Robbins Road
AK#: 1210178
Section 05, Township 21 South, Range 25 East
June 16, 2022

Lake County Future Land Use



Planning & Zoning Division

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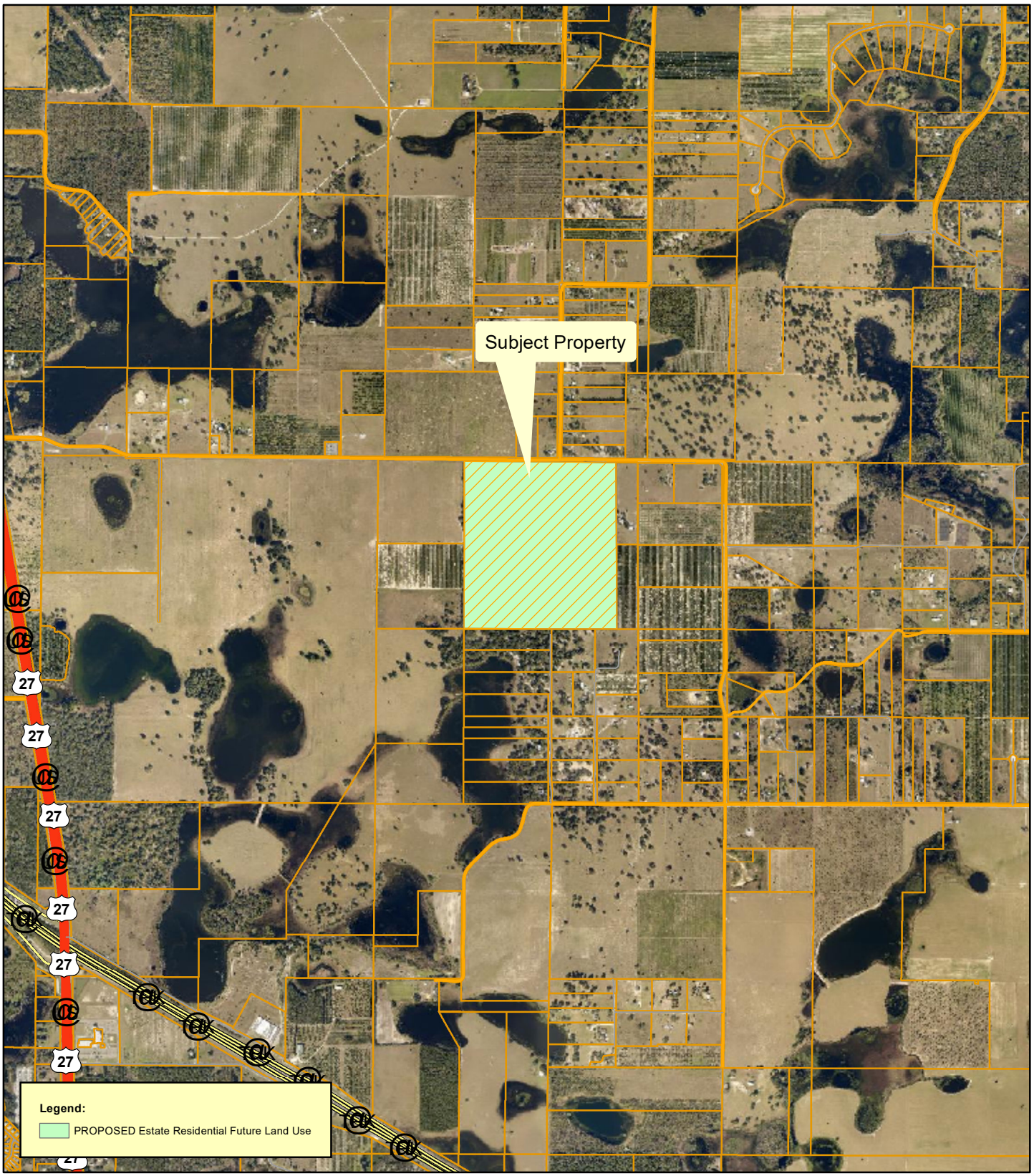
Anthony Property
Dewey Robbins Road
AK#: 1210178
Section 05, Township 21 South, Range 25 East
June 16, 2022

PROPOSED Future Land Use



Planning & Zoning Division

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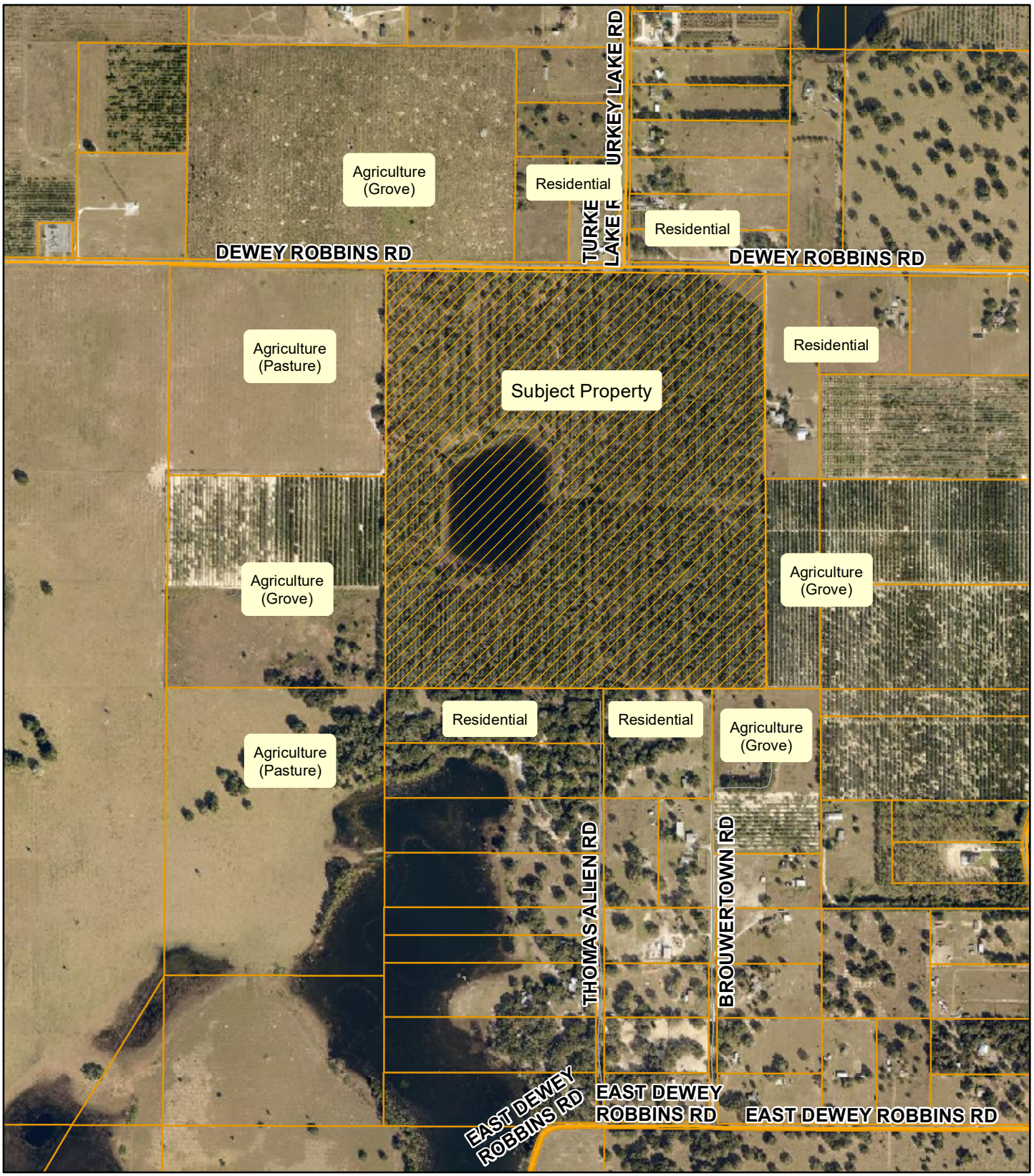
Anthony Property
Dewey Robbins Road
AK#: 1210178
Section 05, Township 21 South, Range 25 East
June 16, 2022

Surrounding Land Uses



Planning & Zoning Division

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Anthony Property
Dewey Robbins Road
AK#: 1210178
Section 05, Township 21 South, Range 25 East
June 16, 2022

CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY

DATE: July 21, 2022
OWNER: TLC DR Holdings, LLC
PETITIONER: Ben Snyder, Hanover Land Company
PROJECT: Anthony Property
REQUEST: Future Land Use amendment to Estate Residential and zoning to PUD (Planned Unit Development)
CASE NO.: LSCP 22-267; PUD-22-268

GENERAL LOCATION: The property is generally located east of US Highway 27 and south of Dewey Robbins Road.

FUTURE LAND USE DESIGNATION: Lake County Rural

SURROUNDING FUTURE LAND USE DESIGNATION:
North – City of Leesburg Estate Residential; Lake County Rural
South – Lake County Rural
East – Lake County Rural
West – Lake County Rural

PROPOSED FUTURE LAND USE DESIGNATION: Estate Residential

EXISTING ZONING DESIGNATION: Lake County A (Agriculture)

SURROUNDING ZONING DESIGNATIONS:
North – City of Leesburg PUD (Planned Unit Development); Lake County A (Agriculture)
South – Lake County A (Agriculture)
East – Lake County A (Agriculture)
West – Lake County A (Agriculture)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

EXISTING LAND USE: Agriculture

SURROUNDING LAND USE:
North – Residential; Agriculture (Grove)
South – Residential; Agriculture (Grove)
East – Residential; Agriculture (Grove)
West – Agriculture (Pasture; Grove)

PROPOSED LAND USE: Residential subdivision

CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY

DATE: July 6, 2022
OWNER: TLC DR Holdings, LLC
PETITIONER: Ben Snyder, Hanover Land Company
PROJECT: Anthony Property
REQUEST: Future Land Use amendment to Estate Residential and zoning to PUD (Planned Unit Development)
CASE NO.: LSCP 22-267; PUD-22-268

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 7/15/22

FIRE

No comments received as of 7/15/22

ELECTRIC

This is outside of Leesburg Service Territory. Steve Davis 7/6/22

GAS

Natural gas is available and directed per city ordinance. Thank you, Brandon Smith 7/11/22

GIS

GIS has no comments. Tammy Magamoll 7/6/22

BUILDING

No comments received as of 7/15/22

PUBLIC WORKS

Public Works has no issues with this! Clifford Kelsey 7/7/22

ADDRESSING

No comments received as of 7/15/22

ECONOMIC DEVELOPMENT

No comments received as of 7/15/22

LAKE COUNTY PUBLIC WORKS

Attached is the comment letter from Lake County Public Works Department. Please let me know if you have any questions. Thanks, Seth Lynch 7/19/22

LAKE COUNTY SCHOOLS

PUBLIC RESPONSES

Approval

no approvals

Disapproval

2 disapprovals 1 with comments

No comment

No comments received as of 7/15/22

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

Melissa Russell – Disapproval without comment

Mary Sybil LaMoreaux, Manager RSTLC, LLC –

1. Where is the entrance to this Anthony Property PUD going to be? You have a blind hill on one side and a blind dip on the other at the Turkey Lake intersection. You cannot see what is coming over the hill in front of my property. I've seen a full motor home disappear in one of the blind dips on Dewey Robbins. Where can you safely put an entrance? Hopefully across from the other development that you approved which is at the top of the hill and not right across the street from my property, which would be dangerous. Another suggestion could be you can make a side road to put the entrance on, which I saw in a development proposal which was closer to Hwy 27.

2. Has Leesburg come up with a comprehensive plan for their development? I know the County has asked the Cities to work together. Is Leesburg doing this? Does Leesburg have a plan and a vision for where they are going?

3. Are they going to build fences for the neighbors? I still don't know if I have a fence on my property next to Hodge Reserve.

4. Are the entrances going to hide the houses from the road? We don't want to see a bunch of cheap houses from the beautiful road. I worked with developers before and a developer's goal is to do the cheapest job they can get away with. How can we be sure these guys will do a good job hiding their development from the road once the PUD is approved?

5. What is happening about schools down there? Last I knew you had land for a school, but no plans. I realize this is the "School Board's Problem" but if you don't have a good school the people won't

come. Avalon Park in Tavares had the school open before they had inventory.

6. Leesburg has the worst crime statistics in the county and currently needs more police officers for the current population. Are there plans to increase the police department? How is Leesburg going to take care to this extra population? How is the fire department going to cover all these new developments?

7. When I decide to build on my land will there be water left for me to dig a well? I do not want to be in Leesburg, but will I be forced to become part of Leesburg just to have utilities?

8. I love Lake County because it is neighborly. It is not the big city and I don't want it to be a big city. Based on what I've seen so far Hanover appears to me to disdain Lake County and the people here. I haven't seen anything neighborly from them.

CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS

DATE:	July 21, 2022
OWNER:	TLC DR Holdings, LLC
PETITIONER:	Ben Snyder, Hanover Land Company
PROJECT:	Anthony Property
REQUEST:	Future Land Use amendment to Lake County Rural to City of Leesburg Estate Residential
CASE NO.:	LSCP-22-267

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of this request for the following reason(s):

1. This project meets the requirements of Chapter 163.3184, Florida Statutes, for Large Scale Comprehensive Plan Amendments.

2. The proposed Future Land Use Designation of Estate Residential is compatible with the current surrounding Future Land Use categories of City of Leesburg Estate Residential and Lake County Rural.

3. The proposed Future Land Use Designation of City of Leesburg Estate Residential is compatible with the proposed zoning of City PUD (Planned Unit Development), and does not appear to create a detriment to the adjacent zoning districts of PUD (Planned Unit Development), and with Lake County districts of PUD (Planned Unit Development) and A (Agriculture).

4. The proposed Future Land Use Designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to approve staff's recommendation to amend the City of Leesburg's Future Land Use Map designation on the subject property from Lake County Rural to City of Leesburg Estate Residential and forward to the City Commission for consideration.

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.A.3.

Meeting Date: November 14, 2022

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 133 +/- acres from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) to allow a single-family residential subdivision for a property generally located east of U.S. Highway 27 and south of Dewey Robbins Road, lying in Section 05, Township 21 South, Range 25 East, Lake County, Florida; and providing an effective date. (Anthony Property)

Staff Recommendation:
Planning and Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) to allow for a single-family residential subdivision.

Analysis:
The project site is approximately 133 +/- acres, and is generally located east of U.S. Highway 27 and south of Dewey Robbins Road as shown on the attached maps. At this time, the property is agricultural and timber. The proposal will allow for a single-family residential subdivision. The existing land uses surrounding the property are residential, agriculture, pasture, and grove. City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on July 21, 2022 and recommended approval.

Procurement Analysis:
N/A

Options:
1. Approve the proposed rezoning to PUD (Planned Unit Development); or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:
Future development of this site will create a substantial positive fiscal impact on the City of Leesburg, in

the form of impact and utility fees, plus ad valorem taxes.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 133 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW A SINGLE-FAMILY RESIDENTIAL SUBDIVISION FOR A PROPERTY GENERALLY LOCATED EAST OF U.S. HIGHWAY 27 AND SOUTH OF DEWEY ROBBINS ROAD, LYING IN SECTION 05, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (ANTHONY PROPERTY)

BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA, that:

Section 1.
Based upon the petition of Ben Snyder (Hanover Land Company, Petitioner) for Anthony Property of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development), to-wit:

(Legal Description)
(See Exhibit A)

Section 2.
This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the _____ day of _____ 2022.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

ANTHONY PROPERTY SUBDIVISION
PUD (PLANNED UNIT DEVELOPMENT CONDITIONS)
July 19, 2022

These Planned Unit Development Conditions for a PUD (Planned Unit Development) zoning district are granted by the City of Leesburg Planning Commission, Lake County, Florida to **Hanover Land Company, 605 Commonwealth Avenue, Orlando, Florida, 32803 (Andrew Orosz, - Agent)** for the purposes described herein, and subject to the terms and conditions as set forth in this document, pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 "Planned Unit Development" of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND

The "Permittee" is requesting a Planned Unit Development (PUD) zoning district to allow future construction of a proposed residential development consisting of approximately 133.3 acres containing a maximum of 391 detached single-family residential units generally located east of U.S. Highway 27 and south of South of Dewey Robbins 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 **Hanover Land Company, 605 Commonwealth Avenue, Orlando, Florida, 32803 (Andrew Orosz, - Agent)** to construct, operate, and maintain a Planned Unit Development in and on real property in the City of Leesburg, in accordance with the requirements set forth herein. The property is more particularly described below.

2. **LEGAL DESCRIPTION**
   See attached **Exhibit B, Legal Description**.

3. **LAND USE**
   The above-described property, containing approximately 133.3 acres, shall be used for platted single-family residential development, pursuant to City of Leesburg development codes and standards.

A. Permitted Uses
   1. Detached single family residential units
   2. Accessory structures for residential uses
   3. Sales office in a single-family unit
   4. Accessory retail within a recreation center or clubhouse, intended for the primary use of residents, such as a snack bar
   5. Temporary modular sales center office (during construction and sales of new units) not to exceed one year, and construction office not to exceed two years from the approval of the final plat of the final phase for the subdivision. Model homes may be used as sales centers during the duration of the project.

B. Prohibited Uses
   1. Duplex/Triplex uses
   2. Multi-family units (Apartments)
   3. Townhouses (single family attached units)
   4. Commercial uses (as a primary use)
   5. All other uses not specifically permitted within these conditions under Permitted Uses above shall be prohibited.

4. DEVELOPMENT STANDARDS

A. The project shall contain a maximum of 391 detached single-family residential units, at a gross density not to exceed 2.94 units per acre on the approximately 133.3-acre site, as shown on **Exhibit C, Conceptual Development Plan**.

B. A mix of lot sizes is permitted as long as all lots are equal to or larger than the required minimums.

C. Along each street, homes with the same architectural design shall not be immediately adjacent (side by side) or directly across from a lot with the same design. Facades may be varied to meet this requirement. The maximum impervious surface for the project shall be 65%. Community and private swimming pools shall not count toward the impervious surface calculation.

D. The minimum lot development standards shall be as follows:

   1. <u>For 50 x 120-foot lots:</u>
      a. Minimum house size: 1,500 square feet
         i. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
      b. Minimum lot size shall be 6,000 square feet.
      c. Minimum lot width 50 feet
      d. Minimum lot depth 120 feet
      e. Minimum building setbacks:
         Front – 25 feet;
         Porch – 20 feet (porch must be a minimum width of 5 feet).
         Rear – 18 feet;
         Side – 5 feet;
         Corner Side – 15 feet.

E. For all structures:

1. Each residential structure shall have a minimum two car garage.
2. Each lot less than sixty (60) feet in width shall have gutters constructed on all four sides of the primary structure to direct stormwater away from the foundation.
3. Minimum distance between structures shall be as noted in in Section B *Development Standards* contained herein; as measured from building wall to building wall.
4. Roof overhang shall not exceed forty (40) percent of the distance between the building wall and the property line.
5. Maximum building height: two (2) stories or 35 feet.
6. Accessory structures shall have a minimum rear and side setback of 5 feet and single accessory structures that are not attached to the principal structure shall not occupy more than 30 percent of the required rear yard.
7. Attached screened enclosures (no solid roof) must maintain a minimum setback of five (5) feet from the side and rear property line. Attached swimming pool screened enclosure shall also maintain a minimum setback of five (5) feet from the side or rear property lines.
8. Solid roof structures attached to the residence must meet the required rear setback as noted under "Minimum building setbacks."
9. As part of the site plan approval process, city staff shall review final site design standards in accordance with the approved PUD (Planned Unit Development) zoning conditions set forth herein.

5. DESIGN/ARCHITECTURAL STANDARDS

A. All buildings shall utilize at least five (5) of the following design features to provide visual relief along all elevations of the single-family units. Designs may vary throughout the development.

1. Dormers
2. Gables
3. Recessed or raised entries
4. Covered porch entries
5. Cupolas
6. Pillars or decorative posts
7. Bay window (minimum 12-inch projections)
8. Eaves (minimum 6-inch projections)
9. Front windows with arched glass tops and minimum 4-inch trim.
10. Garage vehicle doors shall incorporate the following elements: raised decorative panels, decorative glass panels or panes, decorative hinges, etc.
11. Front doors shall incorporate the following decorative elements: raised decorative panels, decorative glass panels or panes, decorative handles, etc.
12. Stone accents
13. Shutters
14. Board and batten siding
15. Hardy board siding
16. Raised banding

17. Craftsman style garage doors

B. Exterior building materials contribute significantly to the visual impact of a building on the community. These materials shall be well designed and integrated into a comprehensive design style for the project. The total exterior wall area of each building elevation shall be composed of one of the following:

1. At least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.
2. At least thirty percent (30%) full-width brick or stone, with the balance being stucco and/or a "cementitious" lap siding. (A "cementitious" lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option.).
3. All textured stucco shall be permitted subject to the provision of at least five (5) unique design features such as recessed garages, tile or metal roofs, arched windows, porches, etc. in the elevations of the buildings or the buildings are all brick stucco.
4. For all designs, architectural facades and features shall be submitted and reviewed by the Planning and Zoning Manager or designee for compliance prior at time of site plan review.

C. Other similar design variations meeting the intent of this section may be approved by the Planning and Zoning Manager or designee.

D. The architectural styles and facades shown in **Exhibit D, Façade Samples** herein are considered conceptual. Architectural facades shall be submitted to staff to review for consistency with the conditions of this PUD agreement.

E. The Permittee shall utilize "Dark Sky" lighting principles when selecting lighting fixtures for all street lighting. Such lighting shall achieve the overall effect of containing and shielding excessive light pollution from adjacent properties. Appropriate designs are shown on as Exhibit E, attached hereto.

6. OPEN SPACE, LANDSCAPING & BUFFER REQUIREMENTS

A. A minimum of 35% open space shall be provided throughout the development. Open space may consist of buffers, wetlands retention and recreation areas.

B. A minimum twenty-five (25) foot buffer tract with plantings as shown in Figure A below, shall be provided along the entire boundary of the property. All landscape buffers shall be separate tracts, shall not consist of, or be part of individually platted lots, shall be a common area, and shall be maintained by an entity such as a Property Owners or Homeowners Association.

C. Each platted single-family residential lot of record shall contain a minimum of one canopy tree, located within in the front yard, selected from the list of trees within the

City of Leesburg Code of Ordinances, *Section 25-,328 Table 1, Canopy Trees,* plus at least one canopy or understory tree, located in the back yard. All other requirements for tree planting based on lot size under the Code of Ordinances shall remain in effect.

D. A spilt-rail fence, of wood construction, shall be installed on the property along Dewey Robbins Road along the norther boundary of the site. This fence shall be installed at a minimum height of four (4) feet. The east, west and south sides of the property shall have a six-foot fence of vinyl/synthetic construction, installed around the perimeter of the property. Said fences shall be maintained by the Property Owners or Homeowners Association. Maintenance of fences located within buffer or common areas shall be the responsibility of the neighborhood association, such as a Homeowners or Property Owners Association.

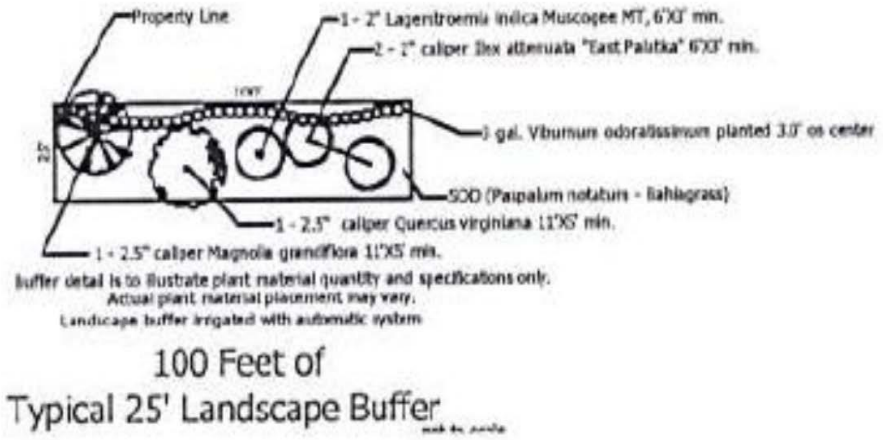
E. Land uses allowed within the upland buffers are limited to hiking trails, walkways, passive recreation activities and stormwater facilities as permitted by St. Johns River Water Management District.

F. 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



G. Variations to the landscape and buffering requirements of the code may be approved by the Planning and Zoning Manager or designee, to the extent that the overall intent of the PUD and the Landscaping Code are maintained, including consideration of existing fencing on adjacent properties and existing natural vegetative buffers.

H. The surveying of trees on the property shall be conducted as follows:
   1. All specimen, heritage and historic trees shall be surveyed. Staff will review the tree survey and such trees shall be saved where possible during the site plan review process. This may include amending the site plan to save specimen, heritage and historic trees.
   2. Site areas that are to preserve existing trees do not need to be included in the survey unless the trees are to be used in preservation/replacement requirements.
   3. The tree survey shall be completed by a licensed surveyor.

7. SITE ACCESS AND SIGNAGE

A. The main vehicular access to the project site shall consist of at least two primary access point on Dewey Robbins Road. At least one access point shall be a "boulevard style" roadway. These access points shall be reviewed, as legally prescribed by Lake County Public Works, and/or FDOT as applicable, and shown on the Master Development Plan - Exhibit C, as amended. All access points are conceptual and subject to Lake County review. Actual location and design of all roads shall be determined during the site plan review process and shall include consideration of, and connection to, sidewalks, recreation paths, etc. All other access shall be reviewed for necessity and requirements through Lake County and the City of Leesburg development and permitting processes. Any additional access points shall be subject to site plan application review process.

B. All access points shall be designed to allow emergency access vehicles room to maneuver. This entrance shall be reviewed and adjusted by staff as needed at the Site Plan and Construction Plan review.

1. Offsite road improvements on existing roads adjacent to the property may be required based on finalized access locations. Such improvements may include, but are not limited to, left and right turn lanes, right-of-way dedication, and pavement rehabilitation. Any proposed offsite road improvements must be reviewed by Lake County Public Works.
2. Prior to completion of the subdivision design plans, the developer shall work with the Lake County Department of Public Works to ensure all appropriate required roadway and access improvements for the development are made part of the plans submitted to the City of Leesburg.
3. The Master Development Plan, and the access points proposed thereon, are considered conceptual until the appropriate engineering and site plan reviews, along with any required upgrades are completed for the project.

C. All access points are subject to review and approval by the appropriate permitting agency, including FDOT, Lake-Sumter Metropolitan Planning Organization, Lake County and the City of Leesburg as applicable. The developer shall be responsible for on and offsite improvements required as a result of any access points. The developer shall be responsible for all on and offsite improvements required as a result of any access points.

D. Each required access point shall provide a decorative entry feature to include a concrete, brick or stucco wall at least five (5) feet in height, on each side of the entryway. This may be used for signage per City of Leesburg Code of Ordinances, as amended.

E. Alternative designs for the ground enclosure support and bases of a monument sign may be approved by the Planning and Zoning Manager or designee, where the architectural style would be in keeping with the intent of these sign regulations.

F. Roadway interconnectivity shall be provided as shown on the Conceptual Site Plan – Exhibit C, as needed, to allow for connection points between this development and future development of adjacent properties.

8. TRANSPORTATION IMPROVEMENTS

A. Any transportation improvements or rights-of-way that may be required shall be based on projected needs and shall be contingent upon site plan approval by City staff during the development review and permitting process. The plan review process shall include consideration of required sidewalks, recreation paths etc.

B. A traffic/transportation study shall be submitted for review and determination of any necessary access improvements, and including any off-site improvements legally required by Lake County, the Lake-Sumter MPO or the City of Leesburg. Said improvements will be the responsibility of the Permittee.

C. The Permittee shall provide necessary traffic improvements within and adjacent to the development which are legally required by Lake County, the Lake-Sumter MPO and City of Leesburg.

D. All roads within the development shall be designed and constructed to meet the City of Leesburg requirements.

E. The Permittee shall be responsible for obtaining all necessary legally required Lake County permits and a copy of all permits shall be provided to the City of Leesburg.

F. The City of Leesburg shall not be responsible for the construction of any roads or transportation improvements.

G. All roads within the development shall be constructed to meet the City of Leesburg's standards, ARTICLE VII – TECHNICAL STANDARDS, as amended.

1. Should the Permittee (or designee) desire to dedicate the proposed project's internal road system to the City of Leesburg; the Permittee shall demonstrate to the satisfaction of the City of Leesburg that the road system is in suitable condition and meets all City road design requirements.

2. Should the Permittee (or designee) choose to retain the roadways, the Permittee shall establish an appropriate legal entity that shall accept responsibility to pay the cost and perform all services required to maintain the roads and transportation improvements to City of Leesburg codes and standards, as amended. A Homeowners or Property Owners Association, or other such legal entity will be considered acceptable.

H. Sidewalks shall be provided on both sides of the entrance road(s) and internal roads, and shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall contain sidewalks on both sides of each street. All sidewalks shall be constructed in accordance with City of Leesburg Codes.

9. UTILITIES

Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Water, wastewater and natural gas services will be provided by the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

A. A detailed site plan that indicates all the provisions for electric, water, sewer, and/or natural gas in accordance with the City of Leesburg Land Development Codes.

B. Developer shall bear all responsibility, financial and otherwise, for the construction and installation of all utility infrastructure and other improvements related to the use and development of the property, consistent with the typical pioneering agreement approved on new home projects in the city, including such off-site improvements required by the City and all other appropriate government agencies. All such requirements shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.

C. Developer shall be responsible for the installation of a natural gas water heater and natural gas furnace in eighty percent (80%) of all homes in the development as required by the City of Leesburg Code of Ordinances as amended.

D. The City of Leesburg intends to service the property with water and wastewater services at this time. At the time of connection, all regulations in place at the time of the request shall be required, including but not limited to impact fees, connection and utility service deposit charges. The cost of supplying water and wastewater lines and other necessary infrastructure such as lift stations to the development shall be the responsibility of the applicant.

10. STORMWATER/DRAINAGE MANAGEMENT

All drainage shall be designed and constructed in a manner to meet all State of Florida and City of Leesburg codes, including the requirement that all stormwater runoff is contained within the boundaries of the properties, and does not create a detriment to surrounding properties. Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

A. A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.

B. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.

C. A responsible legal entity for the maintenance of the stormwater management system on the plat prior to the approval of the final plat of record. A homeowner's or property owners association is an acceptable maintenance entity.

D. The existing 100-year flood plain on the property shall be shown on all plans and lots.

E. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and /or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.

F. A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District shall be provided to the City during the site plan review process.

G. Should the Permittee desire to dedicate the proposed project's stormwater management system to the City of Leesburg; the City, at its discretion, may accept or not accept the stormwater management system.
   1. Prior to acceptance, the Permittee shall demonstrate to the City the stormwater management system is in a suitable condition and meets City of Leesburg and St. Johns River Water Management District requirements.
   2. As a condition of accepting the system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project.

11. WETLANDS, FLOOD ZONES & WILDLIFE

A. All wetlands on the project site shall be identified by a jurisdictional wetland boundary line, and the location and extent of each wetland shall be determined by the Department of Environmental Protection, St. Johns River Water Management District and/or U.S. Army Corp of Engineers. Each wetland shall be placed on a suitable map, signed and sealed by a surveyor registered to practice in Florida and shall be submitted as part of the site plan application process.

B. To the extent practicable, wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, the St. Johns River Water Management District or another legal entity such as a homeowner's association. The conservation easement shall require that the wetlands be maintained in their natural and unaltered state. Wetlands shall not be included as a part of any platted lot, other than a lot platted as a common area, which shall be dedicated to the St. Johns River Water Management District or another legal entity such as a homeowner's association for ownership and maintenance.

C. Buildings or structures shall be a minimum of 50 feet from any wetland jurisdiction boundary.

D. Wetlands shall have an average upland buffer of 25 feet, with a minimum of 15 feet or the upland buffer established by St. Johns River Water Management District and/or U.S. Army Corp of Engineers; whichever is more restrictive. All upland buffers shall be naturally vegetated and upland buffers that are devoid of natural vegetation shall be re-planted with native vegetation or as required by St. Johns River Water Management District and/or U.S. Army Corp of Engineers.

E. Land uses allowed within the upland buffers for wetlands are limited to stormwater facilities as permitted by St. Johns River Water Management District.

F. If wetland alteration is permitted by St. Johns River Water Management District and/or U.S. Army Corp of Engineers, wetland mitigation shall be required in

accordance with permit approvals from St. Johns River Water Management District or U.S. Army Corp of Engineers, whichever is more restrictive.

G. A wildlife management plan for the project site shall be prepared based on the results of an environmental assessment of the site and any environmental permit required from applicable governmental agencies. The wildlife management plan shall be submitted to the City as part of the site plan application process.

H. A map indicating the location of the 100-year flood plain.

I. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and/or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.

J. Through the Site Plan Review process, the developer shall coordinate with the City of Leesburg, Lake County and all impacted government agencies regarding elevation determinations, compensatory storage and overall design of the subdivision within and near flood hazard boundary areas, to ensure compliance with all regulations.

12. IRRIGATION & WATER USE

A. All landscaped areas shall be irrigated and designed to meet Section 25-327, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.

B. The use of St. Augustine grass, or other varieties of grass which require significant amounts of water are prohibited. The use of Bahia, Bermuda, Zoysia or other grasses which are more drought tolerant are permitted.

13. RECREATIONAL REQUIREMENTS

A. Recreational development provided on the site may include active and passive uses, as well as enclosed or unenclosed recreational space, devoted to the joint use of the residents, as seen on the attached Conceptual Site Plan, Exhibit C. The total recreational area provided shall be 18.5 acres.

B. The development shall include trails, retention parks and linear park areas as shown on the attached Conceptual Site Plan, Exhibit C.

1. A trail system, located within a minimum twenty-five (25) foot buffer, shall surround the existing pond, and shall contain an ADA (Americans with Disabilities Act) compliant trail which entirely circles the pond. This trail shall be headed by an amenity center site area consisting of a minimum of 30,000 square foot site, with a dock or walkway at least 150 feet long, extending into the lake, as seen on the attached Exhibit C.
2. Retention parks and linear parks shall be included in the design of the subdivision and shall be designed such that park areas, which may consist of

dry retention areas, can be used as open fields, playgrounds or trails, as shown on the attached Conceptual Site Plan, Exhibit C.

C. Recreational requirements at the shall include at least one primary active recreation area, such as the amenity center site. Recreation areas may include such uses as a children's playground with equipment, dog park area, gazebo, swimming pool, clubhouse or other amenities as reviewed and approved by staff. The primary recreational facility shall be constructed in conjunction with and completed no later than the completion of 50% of the approved maximum number of residential units.

D. Credit for recreational space shall be given for areas dedicated to recreational space, to include items such as a clubhouse with recreation room, swimming pool, outdoor cooking facilities such as grills, youth playgrounds, play courts, dog parks or other similar uses which will meet the intent of this document. Other similar uses which will meet the intent of this document may be supplied by the developer.

E. All recreation spaces may include, but are not limited to:
1. Trails, playgrounds, basketball, tennis, handball courts, etc.
2. Community swimming pool, including the deck area surrounding such pools.
3. Indoor recreation rooms provided such rooms are permanently maintained for the use of residents for recreational purposes.
4. Other active recreational activities may be used, subject to approval by the City of Leesburg.

14. MAINTENANCE

A. With the exception of any public utilities, maintenance of all site improvements, including but not limited to roadways, drives, internal sidewalks, landscaping and drainage shall be the responsibility of the property owner. A homeowner's association shall serve as an appropriate entity for all common properties within the development.

15. DEVELOPMENT PHASING & IMPLEMENTATION

A. The proposed project may be constructed in phases in accordance with the Planned Unit Development Conditions and Conceptual Plan. Changes to the development conditions or conceptual plan, other than those conditions described in these PUD Conditions of Approval, shall be revised in accordance with the Planned Development review process, City of Leesburg Code of Ordinances.

B. Implementation of the project shall substantially commence one-hundred twenty (120) months after approval of this Planned Development. In the event, the conditions of the PUD have not been substantially implemented during the required time period, the City of Leesburg shall have the option of scheduling the PUD, with due notice to the owner and surrounding property owners, for reconsideration by the Planning Commission at their next available regular meeting. The Planning Commission will consider whether to extend the PUD approval or rezone the property to another appropriate zoning classification.

C. As part of the overall development process, if the project is constructed in phases, then plat of the lots for each approved phase shall contain only portions of the development approved under the Site Plan Review Process, i.e. each phase platted shall match each phase submitted for site plan review.

16. MISCELLANEOUS CONDITIONS

A. The uses of the proposed project shall only be those uses identified in the approved Planned Unit Development Conditions. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.

B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.

C. Construction and operation of the proposed use(s) shall at all times comply with the Planned Unit Development conditions set forth herein, and with all City and other governmental agencies rules and regulations.

D. The transfer of ownership or lease of any or all of the property described in these PUD Conditions of Approval shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.

E. These PUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition as set forth herein.

17. LEVELS OF SERVICE

A. Levels of Service
   a. As submitted, the development resulting from the proposed zoning change may result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to water, wastewater, roads, drainage, and solid water. No final development order (site plan and building permits) shall be granted for proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.

B. Utilities
   1. Projected Capacities

i. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.

C. If the development requires construction of new distribution or collection lines, or other infrastructure needed to develop the subdivision, the developer will be required to construct such facilities to provide service. The developer will bear the cost of design, permitting and construction. Any such facilities must be constructed in a fashion consistent with the City's master plans and to the City standards and specifications.

D. Commitment of Capacity

1. There are no previous commitments of any existing or planned excess capacity for this property.

E. Ability to Provide Services

1. At this time, the City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.
2. Future development within the City of Leesburg utility service areas may impact the provision of utility services.

18. NOTICE REQUIREMENTS

A. Agricultural operations are acknowledged to exist in the immediate area of the proposed development contemplated by this document. Section 823.14, F.S., protects existing agricultural operations which may, by their normal operations, potentially create noise or offensive odors. In order to reduce potential conflict and provide information regarding nearby agricultural operations, the developer/builder shall provide, prior to sale of any or all of the land contemplated within this document, a specific notice to each purchaser that agricultural operations are protected under Section 823.14, F.S., for the expressed purpose of eliminating potential complaints regarding such operations from property owners choosing to purchase land in the area of an existing agricultural operation.

EXHIBIT B **LEGAL DESCRIPTION**
(from Warranty Deed)

OR BK 4444 PG 1806 PAGES: 4

The West 3/4 of Government Lot 2 and all of Government Lot 3, all lying in Section 5, Township 21 South, Range 25 East, Lake County, Florida.

Subject to restrictions, reservations, covenants and easements of record.

EXHIBIT C **CONCEPTUAL SITE PLAN**

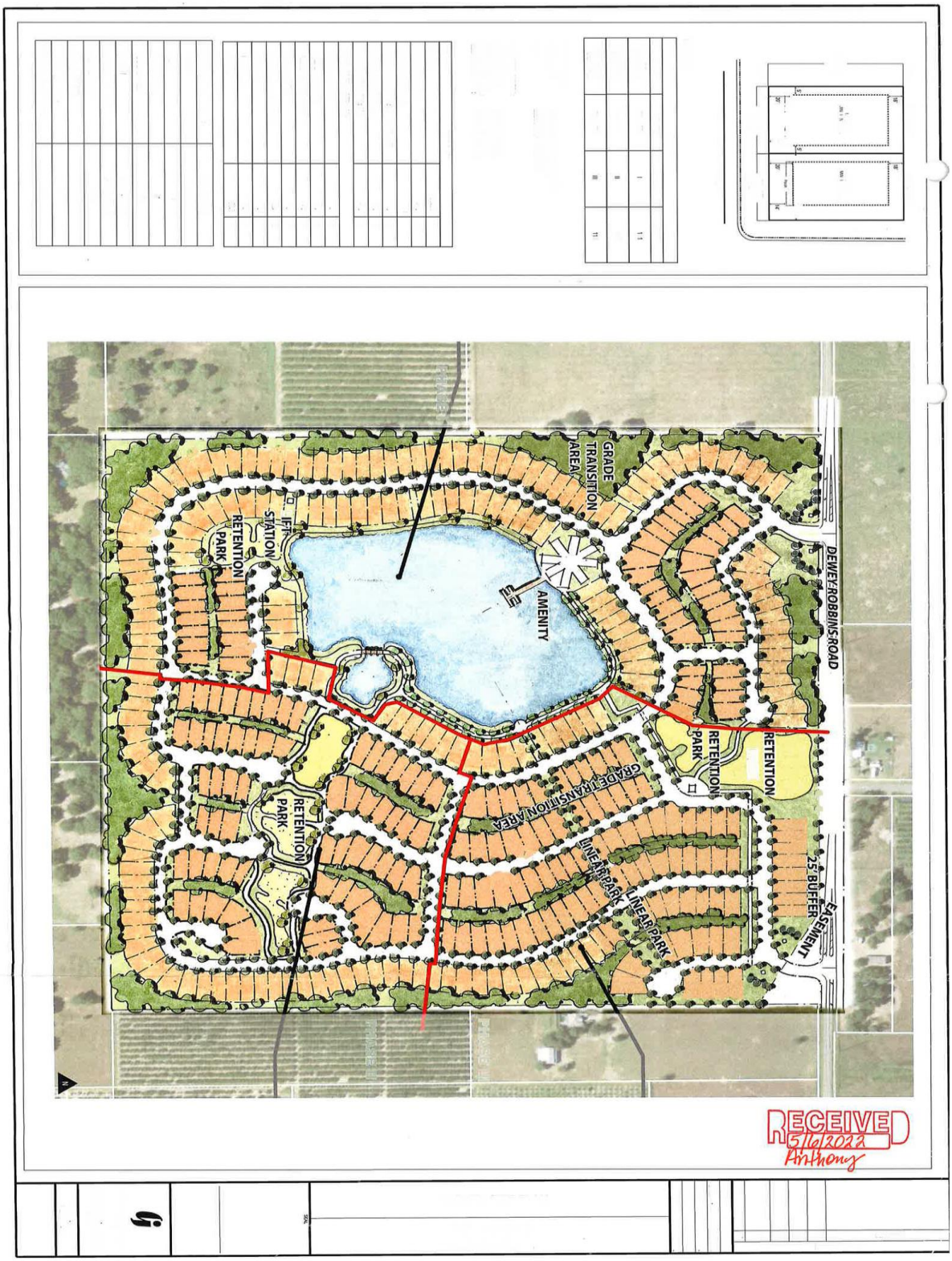


EXHIBIT D **FAÇADE SAMPLES**

Wilshire 3 Stone



Greenwich Bonus 2- Stone



Newcastle 3 Stone



Wilshire 2 Siding Mixed



Greenwhich Bonus 2 Siding



Berkshire 2 Stone



Lexington 3 Hardie



Selby Flex 3 Hardie



TYPICAL DARK SKY LIGHTING FIXTURES



CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS

DATE:	July 21, 2022
OWNER:	TLC DR Holdings, LLC
PETITIONER:	Ben Snyder, Hanover Land Company
PROJECT:	Anthony Property
REQUEST:	Rezoning from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development)
CASE NO.:	PUD-22-268

THE PLANNING & ZONING DIVISION RECOMMENDS:

<u>APPROVAL</u> of this request for the following reason(s):

1. The proposed request is compatible with the current surrounding zoning districts of City of Leesburg PUD (Planned Unit Development), and with Lake County districts A (Agriculture), and PUD (Planned Unit Development). As conditioned, the proposed use does not appear to be detrimental to surrounding properties.

2. The proposed zoning district of PUD (Planned Unit Development) as conditioned and as shown in the attached "Exhibit A" is compatible with the existing City Future Land Use designation of Estate Residential.

3. The rezoning of the subject property is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, and Objective 1.6.

Action Requested:

1. Vote to approve staff's recommendation to rezone the subject property from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) and forward the recommendation to the City Commission for consideration.

CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY

DATE: July 21, 2022
OWNER: TLC DR Holdings, LLC
PETITIONER: Ben Snyder, Hanover Land Company
PROJECT: Anthony Property
REQUEST: Future Land Use amendment to Estate Residential and zoning to PUD (Planned Unit Development)
CASE NO.: LSCP 22-267; PUD-22-268

GENERAL LOCATION: The property is generally located east of US Highway 27 and south of Dewey Robbins Road.

FUTURE LAND USE DESIGNATION: Lake County Rural

SURROUNDING FUTURE LAND USE DESIGNATION:
North – City of Leesburg Estate Residential; Lake County Rural
South – Lake County Rural
East – Lake County Rural
West – Lake County Rural

PROPOSED FUTURE LAND USE DESIGNATION: Estate Residential

EXISTING ZONING DESIGNATION: Lake County A (Agriculture)

SURROUNDING ZONING DESIGNATIONS:
North – City of Leesburg PUD (Planned Unit Development); Lake County A (Agriculture)
South – Lake County A (Agriculture)
East – Lake County A (Agriculture)
West – Lake County A (Agriculture)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

EXISTING LAND USE: Agriculture

SURROUNDING LAND USE:
North – Residential; Agriculture (Grove)
South – Residential; Agriculture (Grove)
East – Residential; Agriculture (Grove)
West – Agriculture (Pasture; Grove)

PROPOSED LAND USE: Residential subdivision

CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY

DATE: July 6, 2022
OWNER: TLC DR Holdings, LLC
PETITIONER: Ben Snyder, Hanover Land Company
PROJECT: Anthony Property
REQUEST: Future Land Use amendment to Estate Residential and zoning to PUD (Planned Unit Development)
CASE NO.: LSCP 22-267; PUD-22-268

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 7/15/22

FIRE

No comments received as of 7/15/22

ELECTRIC

This is outside of Leesburg Service Territory. Steve Davis 7/6/22

GAS

Natural gas is available and directed per city ordinance. Thank you, Brandon Smith 7/11/22

GIS

GIS has no comments. Tammy Magamoll 7/6/22

BUILDING

No comments received as of 7/15/22

PUBLIC WORKS

Public Works has no issues with this! Clifford Kelsey 7/7/22

ADDRESSING

No comments received as of 7/15/22

ECONOMIC DEVELOPMENT

No comments received as of 7/15/22

LAKE COUNTY PUBLIC WORKS

Attached is the comment letter from Lake County Public Works Department. Please let me know if you have any questions. Thanks, Seth Lynch 7/19/22

LAKE COUNTY SCHOOLS

PUBLIC RESPONSES

Approval

no approvals

Disapproval

2 disapprovals 1 with comments

No comment

No comments received as of 7/15/22

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

Melissa Russell – Disapproval without comment

Mary Sybil LaMoreaux, Manager RSTLC, LLC –

1. Where is the entrance to this Anthony Property PUD going to be? You have a blind hill on one side and a blind dip on the other at the Turkey Lake intersection. You cannot see what is coming over the hill in front of my property. I've seen a full motor home disappear in one of the blind dips on Dewey Robbins. Where can you safely put an entrance? Hopefully across from the other development that you approved which is at the top of the hill and not right across the street from my property, which would be dangerous. Another suggestion could be you can make a side road to put the entrance on, which I saw in a development proposal which was closer to Hwy 27.

2. Has Leesburg come up with a comprehensive plan for their development? I know the County has asked the Cities to work together. Is Leesburg doing this? Does Leesburg have a plan and a vision for where they are going?

3. Are they going to build fences for the neighbors? I still don't know if I have a fence on my property next to Hodge Reserve.

4. Are the entrances going to hide the houses from the road? We don't want to see a bunch of cheap houses from the beautiful road. I worked with developers before and a developer's goal is to do the cheapest job they can get away with. How can we be sure these guys will do a good job hiding their development from the road once the PUD is approved?

5. What is happening about schools down there? Last I knew you had land for a school, but no plans. I realize this is the "School Board's Problem" but if you don't have a good school the people won't

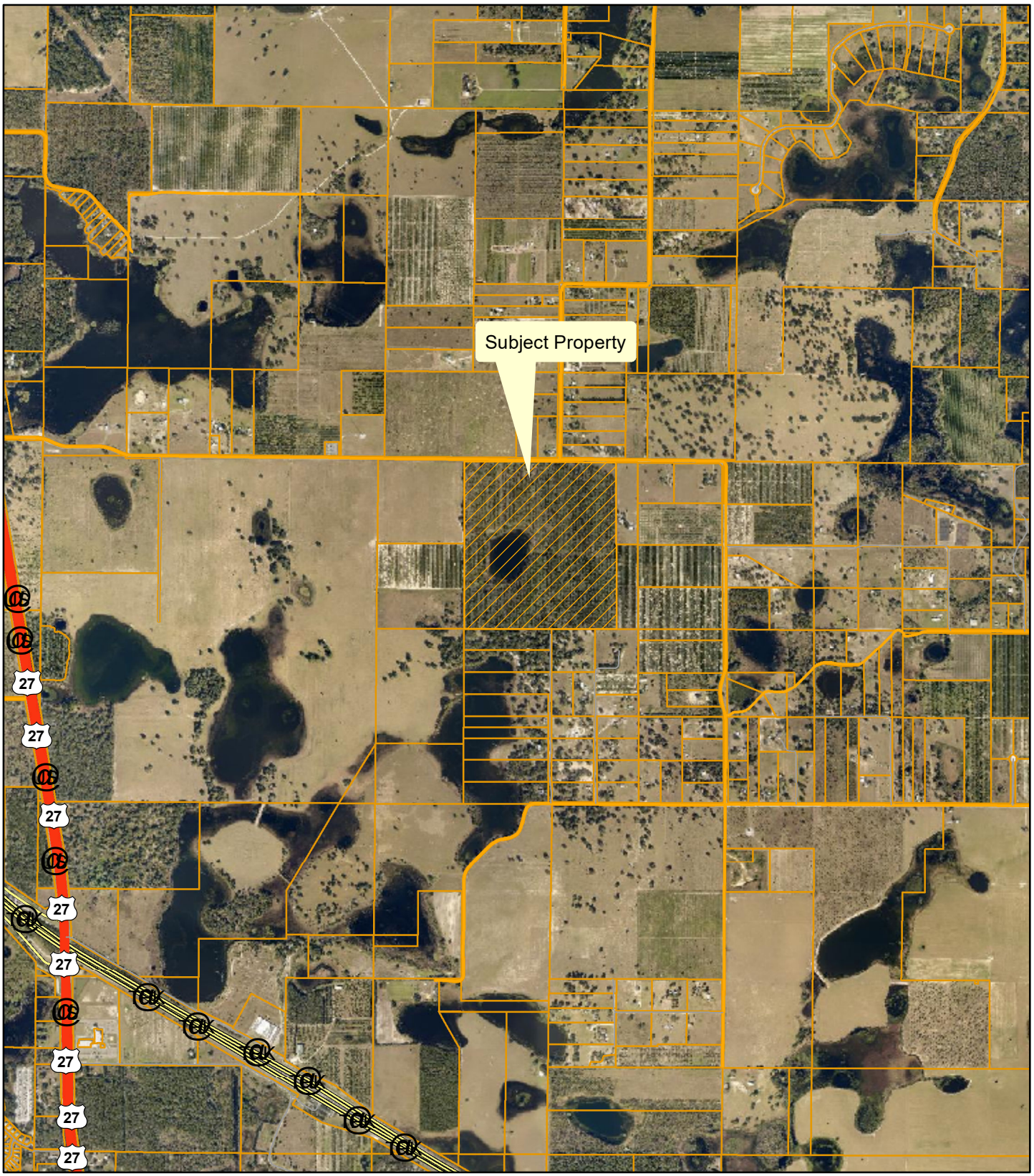
come. Avalon Park in Tavares had the school open before they had inventory.

6. Leesburg has the worst crime statistics in the county and currently needs more police officers for the current population. Are there plans to increase the police department? How is Leesburg going to take care to this extra population? How is the fire department going to cover all these new developments?

7. When I decide to build on my land will there be water left for me to dig a well? I do not want to be in Leesburg, but will I be forced to become part of Leesburg just to have utilities?

8. I love Lake County because it is neighborly. It is not the big city and I don't want it to be a big city. Based on what I've seen so far Hanover appears to me to disdain Lake County and the people here. I haven't seen anything neighborly from them.

Aerial



Planning & Zoning Division

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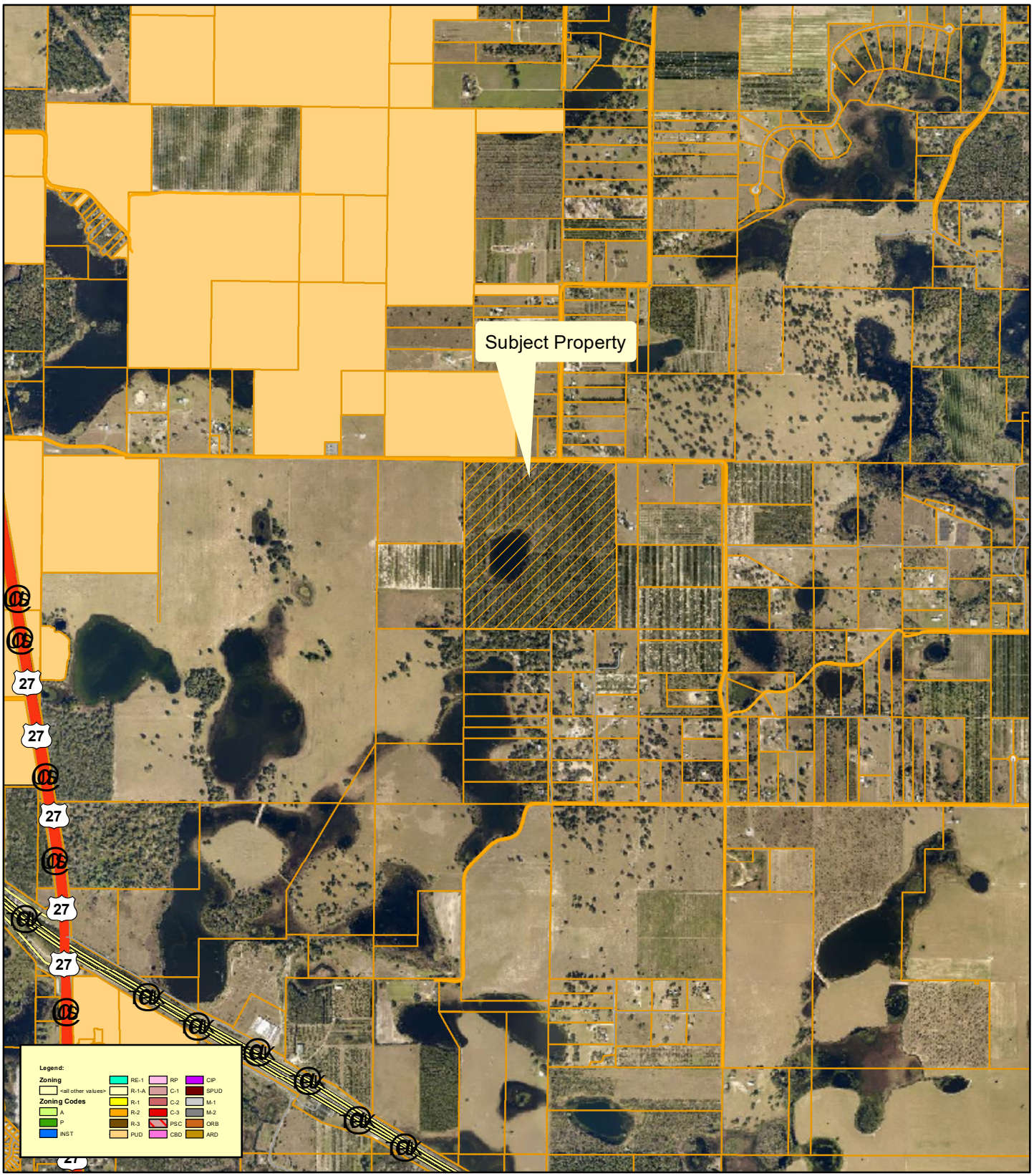
Anthony Property
Dewey Robbins Road
AK#: 1210178
Section 05, Township 21 South, Range 25 East
June 16, 2022

Zoning



Planning & Zoning Division

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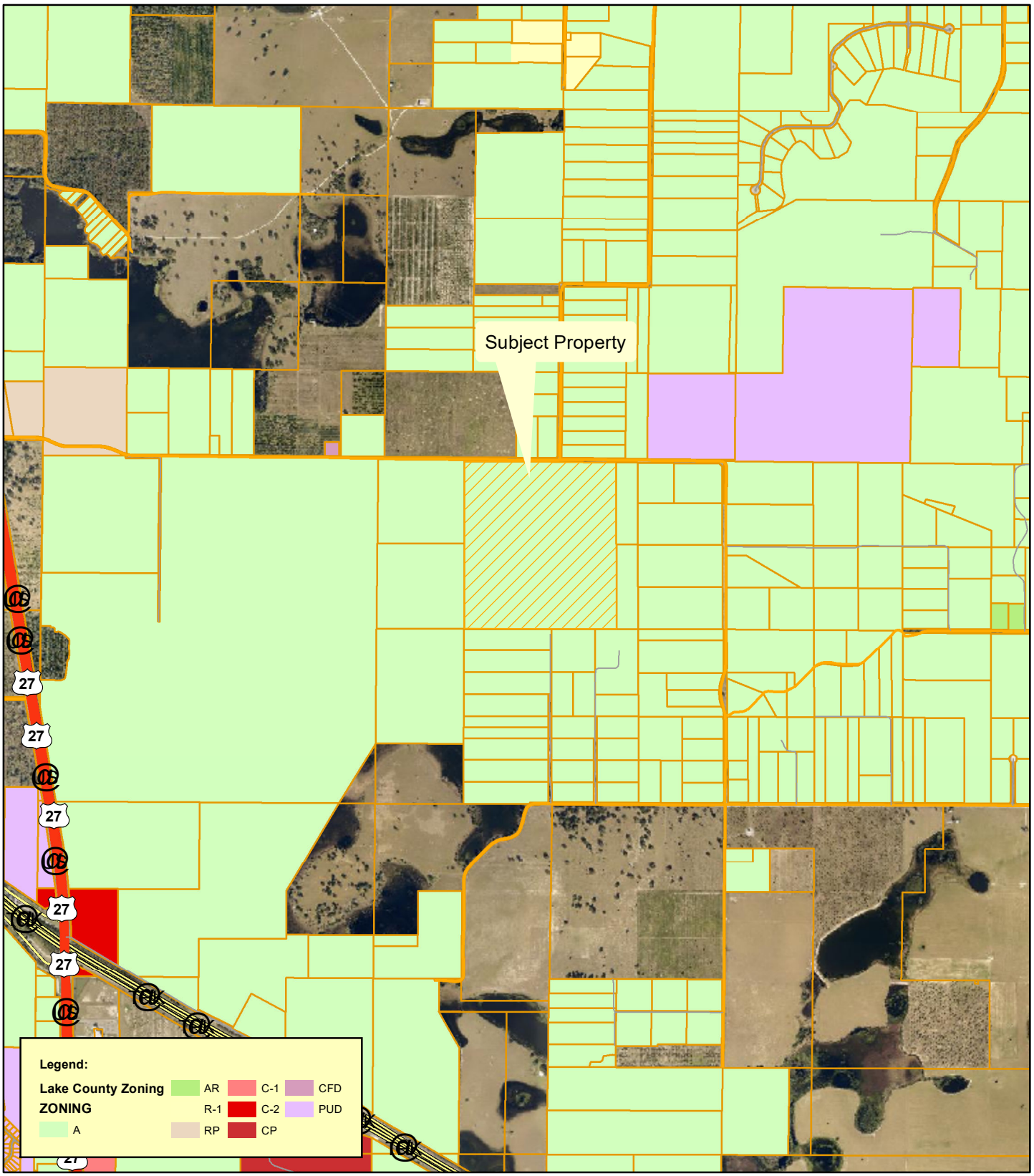
Anthony Property
Dewey Robbins Road
AK#: 1210178
Section 05, Township 21 South, Range 25 East
June 16, 2022

Lake County Zoning



Planning & Zoning Division

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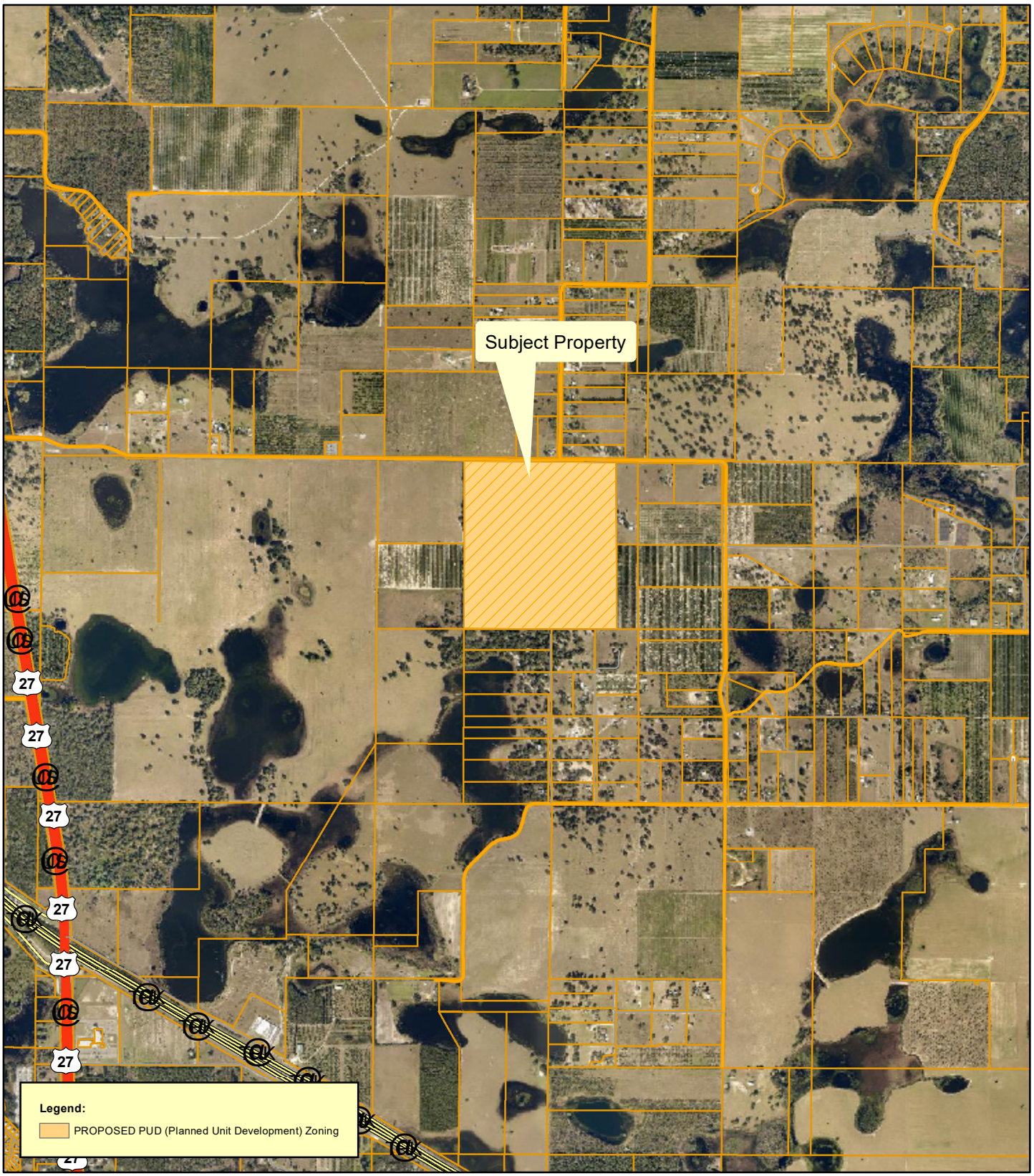
Anthony Property
Dewey Robbins Road
AK#: 1210178
Section 05, Township 21 South, Range 25 East
June 16, 2022

PROPOSED Zoning



Planning & Zoning Division

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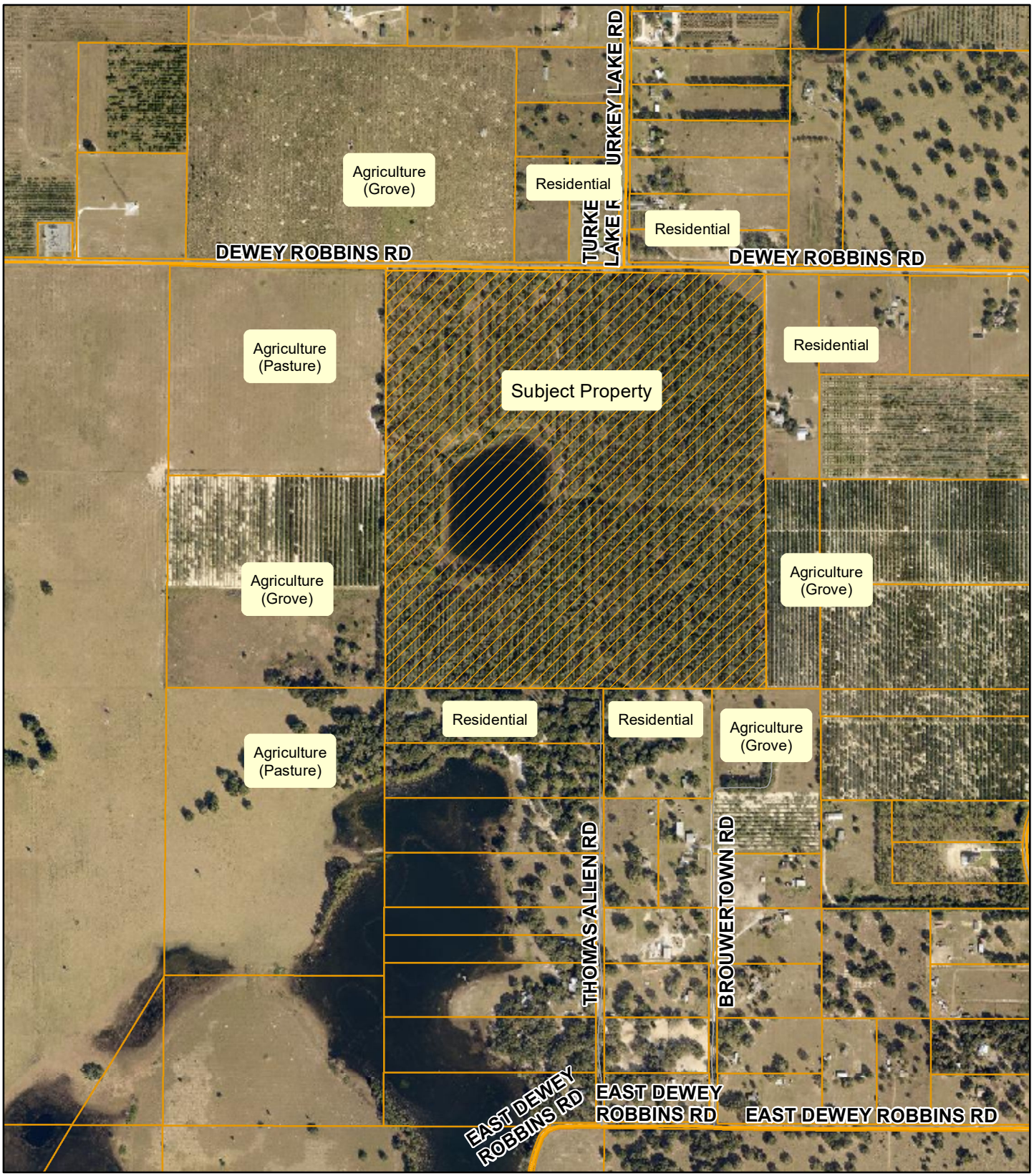
Anthony Property
Dewey Robbins Road
AK#: 1210178
Section 05, Township 21 South, Range 25 East
June 16, 2022

Surrounding Land Uses



Planning & Zoning Division

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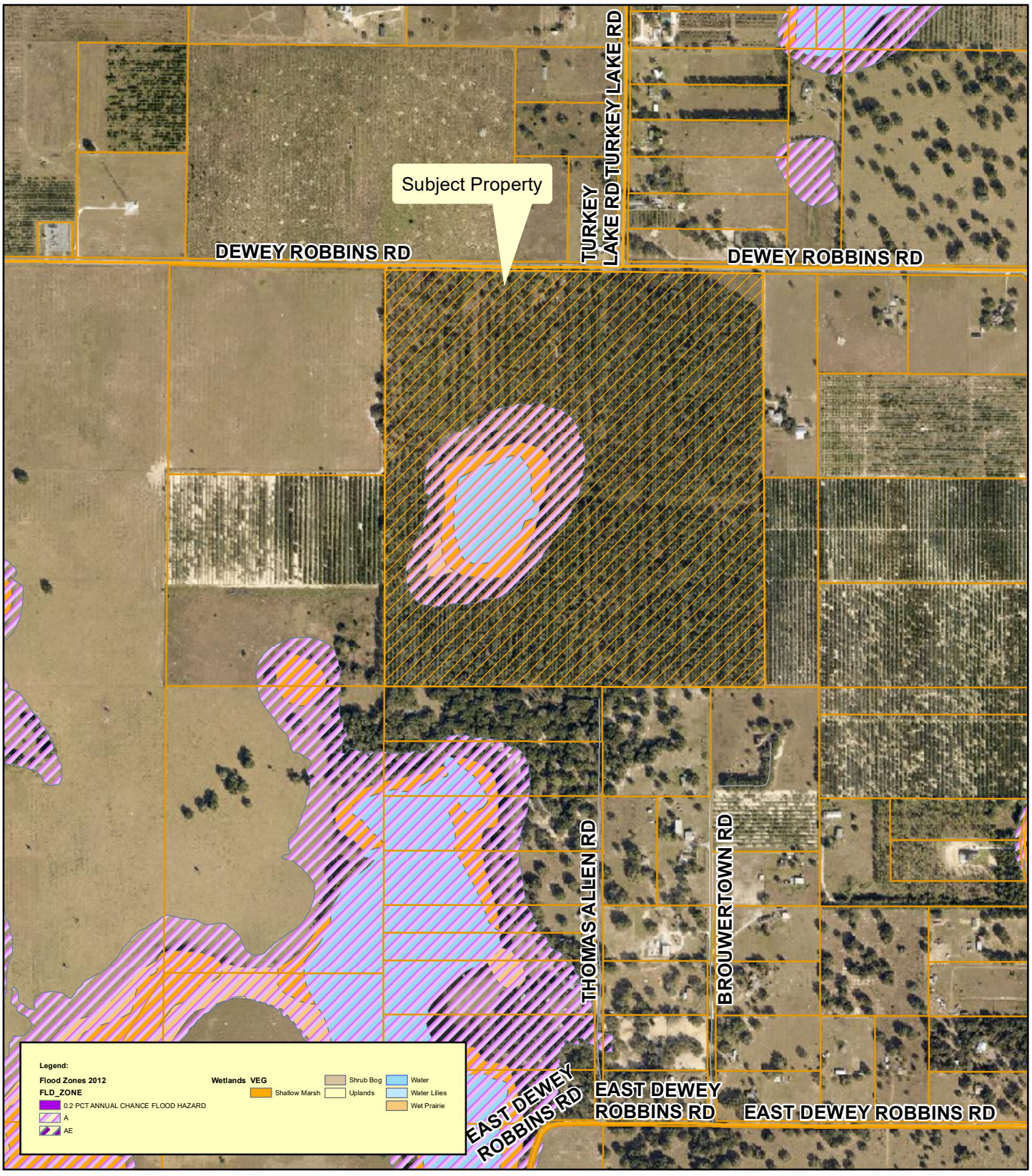
Anthony Property
Dewey Robbins Road
AK#: 1210178
Section 05, Township 21 South, Range 25 East
June 16, 2022

Wetlands and Flood Zones



Planning & Zoning Division

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Anthony Property
Dewey Robbins Road
AK#: 1210178
Section 05, Township 21 South, Range 25 East
June 16, 2022

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.A.4.

Meeting Date: November 14, 2022

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 717 +/- acres; and being generally located east of US Highway 27, south of Dewey Robbins Road and north of Florida's Turnpike, lying in Sections 05, 06, and 07, Township 21 South, Range 25 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date. (Bar-Key Groves)

Staff Recommendation:
The Planning and Zoning staff and the Planning Commission recommend approval of the proposed ordinance for annexation of the Bar Key Groves.

Analysis:
The applicant has submitted a request for annexation of approximately 717 acres of land generally located east of US Highway 27, south of Dewey Robbins Road and north of Florida's Turnpike, as shown on the attached General Location Map. At this time, the property is pasture acreage. The current zoning is Lake County A (Agriculture); the proposed zoning is City PUD (Planned Unit Development). The reason for this request is to connect to attain water and sewer service to develop the property. The proposal of the property is for residential development.

The property is surrounded by Lake County A (Agriculture), Lake County C-2 (Community Commercial District), and City PUD (Planned Unit Development). Under the conditions of the PUD (Planned Unit Development) zoning case which is also on this agenda, no negative impacts are anticipated to adjacent properties.

Also, on this City Commission agenda, is a Large-Scale Comprehensive Plan Amendment, which, along with the Planned Unit Development Application, had recommendations for approval from the staff and Planning Commission at the public hearing held on July 21, 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.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 717 +/- ACRES; AND BEING GENERALLY LOCATED EAST OF US HIGHWAY 27, SOUTH OF DEWEY ROBBINS ROAD AND NORTH OF FLORIDA'S TURNPIKE, LYING IN SECTIONS 05, 06, AND 07, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; PROVIDING THAT SAID PROPERTY SO ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY; PROVIDING THAT SUCH ANNEXED PROPERTY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL SUCH TERRITORY HAD BEEN A PART OF THE CITY OF LEESBURG AT THE TIME OF PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES; PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE PLACED IN CITY COMMISSION DISTRICT 3; AND PROVIDING AN EFFECTIVE DATE. (BAR-KEY GROVES)

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 Cynthia Tarapani (Tarapani Planning, Agent) for Bar-Key Groves, Inc. 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 3;

Section 3.
All ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed;

Section 4.
This ordinance shall become effective immediately upon approval at second reading.

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

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

Exhibit A

Legal Description

BAR KEY LEGAL DESCRIPTION

Document B3- Comprehensive Plan Amendment Application

PARCEL ONE: THE EAST 660 FEET OF THE NW 1/4 (ALSO KNOWN AS GOVERNMENT LOTS 3 AND 4) AND THE EAST 845.8 FEET OF THE WEST 1785.8 FEET OF THE SOUTH 805 FEET OF GOVERNMENT LOT 4; AND ALL OF GOVERNMENT LOT 6, EAST OF U.S. HIGHWAY 27, STATE ROAD NO. 25, AND ALL THE GOVERNMENT LOT 6. LESS A PORTION BEGINNING 2682.65 FEET NORTH OF SW CORNER OF SECTION 6, RUN EAST TO THE WATERS' EDGE OF FISH HOOK LAKE, THENCE SOUTHERLY, SOUTHEASTERLY AND SOUTHWESTERLY ALONG WATERS' EDGE OF SAID LAKE TO INTERSECT THE WEST BOUNDARY OF SAID SECTION 6, THENCE NORTH TO P.O.B.

PARCEL TWO: THE SW 1/4 OF NE 1/4, LESS THE SOUTH 600 FEET; THE NW 1/4 OF NE 1/4; AND THAT PORTION OF NE 1/4 OF NE 1/4 LYING AND BEING NORTH AND WEST OF A STRAIGHT LINE DRAWN FROM THE NW CORNER OF THE SE 1/4 OF NE 1/4 OF SECTION 7, TO A POINT ON THE EAST BOUNDARY OF SECTION 6, 901.55 FEET NORTH OF THE SE CORNER OF SECTION 6, AND THE NE CORNER OF SECTION 7, ALL IN SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

AND

THE EAST 1/2 OF SECTION 6, LESS THAT PORTION OF THE SE 1/4 OF SE 1/4 THAT LIES EAST AND SOUTH OF A STRAIGHT LINE DRAWN FROM NW CORNER OF THE SE 1/4 OF THE NE 1/4 OF SECTION 7 TO A POINT ON THE EAST BOUNDARY OF SECTION 6, THAT IS 901.55 FEET NORTH OF THE SE CORNER OF SECTION 6.

AND

THE EAST 1/2 OF GOVERNMENT LOT 2, SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST, THE SAME BEING THE SE 1/4 OF THE NW 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LESS BEGIN ON THE SOUTH LINE OF NW 1/4, SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST AT A POINT SOUTH 89° 26' 11" WEST A DISTANCE OF 911.10 FEET FROM THE CENTER OF SECTION 7, RUN THENCE SOUTH 89° 26' 11" WEST ALONG SAID SOUTH LINE A DISTANCE OF 314.88 FEET TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF SW 1/4 OF NW 1/4 OF SAID SECTION 7, THENCE NORTH 0° 53' 06" WEST ALONG THE WEST LINE OF SAID SE 1/4 OF NW 1/4 A DISTANCE OF 177.61 FEET TO A POINT, THENCE SOUTH 6° 12' 55" EAST A DISTANCE OF 362.38 FEET TO THE P.O.B.

ALSO, ALL INTEREST IN EASEMENT DESCRIBED IN THAT CERTAIN EASEMENT CONVEYED TO FLORIDA STATE

TURNPIKE AUTHORITY FOR RIGHT OF WAY PURPOSES ON THE 26TH DAY OF OCTOBER 1962 AND RECORDED IN OFFICIAL RECORDS BOOK 221 PAGE 303 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL THREE: THE NORTH 1/2 OF GOVERNMENT LOT 4, IN SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

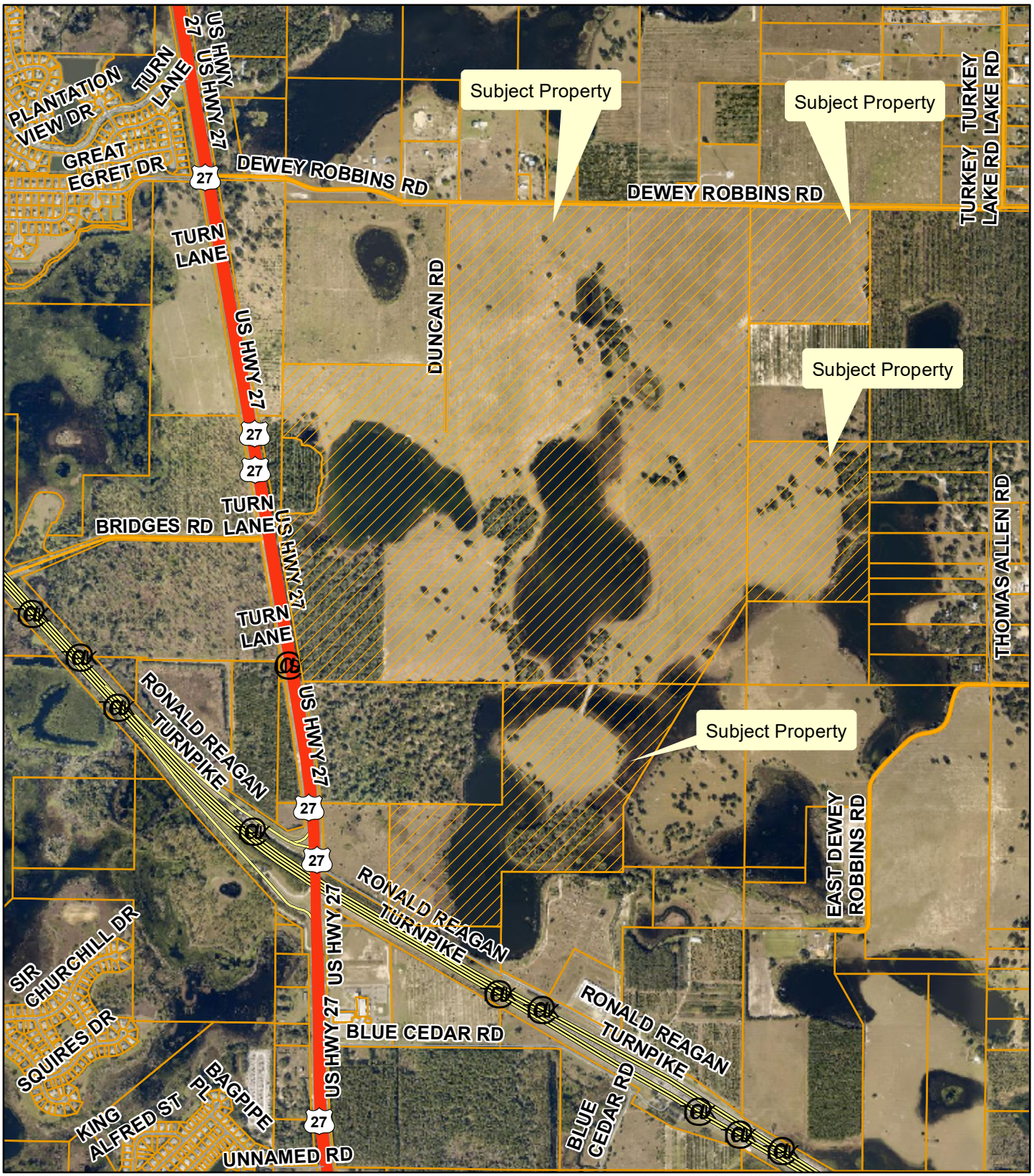
PARCEL FOUR: NW 1/4 OF SW 1/4; AND NORTH 418.45 FEET OF THE SW 1/4 OF THE SW 1/4 ALL IN SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

OFFICIAL RECORDS BOOK 892, PAGE 420 (NOT INCLUDED IN TITLE COMMITMENT):

PARCEL FIVE: THAT PART OF GOVERNMENT LOT 4 IN SECTION 6, TOWNSHIP 21 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORN ERO SAID SECTION 6, RUN SOUTHERLY ALONG THE WEST LINE OF SAID SECTION 6 A DISTANCE OF 1763.2 FEET TO A CONCRETE MONUMENT, BEING THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM SAID POINT OF BEGINNING, RUN SOUTH 89°48'41" EAST 940 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 0°33'47" WEST 526.8 FEET TO A CONCRETE MONUMENT; CONTINUE THENCE IN THE SAME DIRECTION TO THE SOUTH LINE OF SAID GOVERNMENT LOT 4; THENCE WESTERLY ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 4; THENCE NORTHWESTERLY ALONG THE WEST LINE OF SAID SECTION 6 TO THE POINT OF BEGINNING.

Aerial



Planning & Zoning Division

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0 325 650 975 1,300
Feet

Bar-Key Groves
23220 U.S. Highway 27
AK#: 1210259; 1780951; 3884286; 1302226
Sections 05, 06, 07, Township 21 South, Range 25 East
June 15, 2022

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.A.5.

Meeting Date: November 14, 2022

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 717 +/- acres from Lake County Rural Transition, Lake County Rural, and Lake County Regional Office to City of Leesburg Estate Residential, for a property generally located east of US Highway 27, south of Dewey Robbins Road and north of Florida's Turnpike, lying in Sections 05, 06, and 07, Township 21 South, Range 25 East, Lake County, Florida; and providing an effective date. (Bar-Key Groves)

Staff Recommendation:
The Planning & Zoning Staff and the Planning Commission recommend approval of the proposed large-scale comp plan amendment of the City's Future Land Use Map on 717 +/- acres from Lake County Rural Transition, Lake County Rural, and Lake County Regional Office to City of Leesburg Estate Residential.

Analysis:
The project site is approximately 717 acres. The property is generally located east of US Highway 27, south of Dewey Robbins Road and north of Florida's Turnpike. Currently, the property is pasture acreage. The proposed use is for commercial and residential development. The surrounding Future Land Use Map designations of Lake County Rural, Lake County Rural Transition, Lake County Regional Office, Lake County Urban Low Density, City of Leesburg Estate Residential, City of Leesburg General Commercial, and City of Groveland ISBA are compatible, as conditioned in the PUD zoning, with the proposed future land use designation of City Estate Residential. The proposed zoning designation of City PUD (Planned Unit Development) will provide for development that is consistent with the City's adopted Growth Management Plan and would allow an appropriate use for the property.

This property lies within the ISBA (Interlocal Service Boundary Area) agreement. This agreement, which was approved by City Commission on November 24, 2014, allows property within the ISBA area but outside the current city limits to be annexed and obtain City of Leesburg utility services.

The Planning Commission held a public hearing on the application on July 21, 2022 and recommended approval.

Procurement Analysis:
N/A

Options:
1. Approve the requested large-scale comprehensive plan amendment from Lake County Rural Transition, Lake County Rural, and Lake County Regional Office to City of Leesburg Estate Residential; 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.

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 717 +/- ACRES FROM LAKE COUNTY RURAL TRANSITION, LAKE COUNTY RURAL, AND LAKE COUNTY REGIONAL OFFICE TO CITY OF LEESBURG ESTATE RESIDENTIAL, FOR A PROPERTY GENERALLY LOCATED EAST OF US HIGHWAY 27, SOUTH OF DEWEY ROBBINS ROAD AND NORTH OF FLORIDA'S TURNPIKE, LYING IN SECTIONS 05, 06, AND 07, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (BAR-KEY GROVES)

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 717 acres of land generally located east of US Highway 27, south of Dewey Robbins Road and north of Florida's Turnpike from Lake County Rural Transition, Lake County Rural, and Lake County Regional Office to City of Leesburg Estate Residential, as shown on the revised map of said area, lying in Section 05, 06, and 07, Township 21 South, Range 25 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 the 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

BAR KEY LEGAL DESCRIPTION

Document B3- Comprehensive Plan Amendment Application

PARCEL ONE: THE EAST 660 FEET OF THE NW 1/4 (ALSO KNOWN AS GOVERNMENT LOTS 3 AND 4) AND THE EAST 845.8 FEET OF THE WEST 1785.8 FEET OF THE SOUTH 805 FEET OF GOVERNMENT LOT 4; AND ALL OF GOVERNMENT LOT 6, EAST OF U.S. HIGHWAY 27, STATE ROAD NO. 25, AND ALL THE GOVERNMENT LOT 6. LESS A PORTION BEGINNING 2682.65 FEET NORTH OF SW CORNER OF SECTION 6, RUN EAST TO THE WATERS' EDGE OF FISH HOOK LAKE, THENCE SOUTHERLY, SOUTHEASTERLY AND SOUTHWESTERLY ALONG WATERS' EDGE OF SAID LAKE TO INTERSECT THE WEST BOUNDARY OF SAID SECTION 6, THENCE NORTH TO P.O.B.

PARCEL TWO: THE SW 1/4 OF NE 1/4, LESS THE SOUTH 600 FEET; THE NW 1/4 OF NE 1/4; AND THAT PORTION OF NE 1/4 OF NE 1/4 LYING AND BEING NORTH AND WEST OF A STRAIGHT LINE DRAWN FROM THE NW CORNER OF THE SE 1/4 OF NE 1/4 OF SECTION 7, TO A POINT ON THE EAST BOUNDARY OF SECTION 6, 901.55 FEET NORTH OF THE SE CORNER OF SECTION 6, AND THE NE CORNER OF SECTION 7, ALL IN SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

AND

THE EAST 1/2 OF SECTION 6, LESS THAT PORTION OF THE SE 1/4 OF SE 1/4 THAT LIES EAST AND SOUTH OF A STRAIGHT LINE DRAWN FROM NW CORNER OF THE SE 1/4 OF THE NE 1/4 OF SECTION 7 TO A POINT ON THE EAST BOUNDARY OF SECTION 6, THAT IS 901.55 FEET NORTH OF THE SE CORNER OF SECTION 6.

AND

THE EAST 1/2 OF GOVERNMENT LOT 2, SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST, THE SAME BEING THE SE 1/4 OF THE NW 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LESS BEGIN ON THE SOUTH LINE OF NW 1/4, SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST AT A POINT SOUTH 89° 26' 11" WEST A DISTANCE OF 911.10 FEET FROM THE CENTER OF SECTION 7, RUN THENCE SOUTH 89° 26' 11" WEST ALONG SAID SOUTH LINE A DISTANCE OF 314.88 FEET TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF SW 1/4 OF NW 1/4 OF SAID SECTION 7, THENCE NORTH 0° 53' 06" WEST ALONG THE WEST LINE OF SAID SE 1/4 OF NW 1/4 A DISTANCE OF 177.61 FEET TO A POINT, THENCE SOUTH 6° 12' 55" EAST A DISTANCE OF 362.38 FEET TO THE P.O.B.

ALSO, ALL INTEREST IN EASEMENT DESCRIBED IN THAT CERTAIN EASEMENT CONVEYED TO FLORIDA STATE

TURNPIKE AUTHORITY FOR RIGHT OF WAY PURPOSES ON THE 26TH DAY OF OCTOBER 1962 AND RECORDED IN OFFICIAL RECORDS BOOK 221 PAGE 303 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL THREE: THE NORTH 1/2 OF GOVERNMENT LOT 4, IN SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

PARCEL FOUR: NW 1/4 OF SW 1/4; AND NORTH 418.45 FEET OF THE SW 1/4 OF THE SW 1/4 ALL IN SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

OFFICIAL RECORDS BOOK 892, PAGE 420 (NOT INCLUDED IN TITLE COMMITMENT):

PARCEL FIVE: THAT PART OF GOVERNMENT LOT 4 IN SECTION 6, TOWNSHIP 21 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORN ERO SAID SECTION 6, RUN SOUTHERLY ALONG THE WEST LINE OF SAID SECTION 6 A DISTANCE OF 1763.2 FEET TO A CONCRETE MONUMENT, BEING THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM SAID POINT OF BEGINNING, RUN SOUTH 89°48'41" EAST 940 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 0°33'47" WEST 526.8 FEET TO A CONCRETE MONUMENT; CONTINUE THENCE IN THE SAME DIRECTION TO THE SOUTH LINE OF SAID GOVERNMENT LOT 4; THENCE WESTERLY ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 4; THENCE NORTHWESTERLY ALONG THE WEST LINE OF SAID SECTION 6 TO THE POINT OF BEGINNING.

CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS

DATE:	July 21, 2022
OWNER:	Bar-Key Groves, Inc.
PETITIONER:	NVR, Inc., Cynthia Tarapani, Tarapani Planning Strategies
PROJECT:	Bar-Key Groves
REQUEST:	Large Scale Comprehensive Plan Amendment from Lake County Rural and Regional Office to City of Leesburg Estate
CASE NO.:	LSCP-22-288

THE PLANNING & ZONING DIVISION RECOMMENDS:

<u>APPROVAL</u> of this request for the following reason(s):

1. This project meets the requirements of Chapter 163.3184 Florida Statutes, for Large Scale Comprehensive Plan Amendments.

2. The proposed Future Land Use Designation of Estate Residential as conditioned in PUD 22-289, is compatible with the current surrounding Future Land Use categories of City of Leesburg Estate Residential, and General Commercial; and with Lake County categories of Regional Office, Rural Transition, Urban Low Density and Rural.

3. The proposed Future Land Use Designation of City of Leesburg Estate Residential is compatible with the proposed zoning as conditioned in PUD (Planned Unit Development), and does not appear to create a detriment to the adjacent zoning districts of City of Leesburg PUD (Planned Unit Development), Lake County A (Agriculture), C-2 (Community Commercial District) and PUD (Planned Unit Development).

4. The proposed Future Land Use Designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to approve staff's recommendation to amend the City of Leesburg's Future Land Use Map designation on the subject property from Lake County Rural, Regional Office, and Rural to City of Leesburg Estate Residential and forward to the City Commission for consideration.

CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY

DATE: July 21, 2022
OWNER: Bar-Key Groves, Inc.
PETITIONER: NVR, Inc., Cynthia Tarapani, Tarapani Planning Strategies
PROJECT: Bar-Key Groves
REQUEST: Large Scale Comprehensive Plan Amendment; PUD (Planned Unit Development)
CASE NO.: LSCP-22-288; PUD-22-289

GENERAL LOCATION: East of US Highway 27, south of Dewey Robbins Road and north of Florida's Turnpike.

FUTURE LAND USE DESIGNATION: Lake County Rural, Rural Transition and Regional Office

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Lake County Rural; Lake County Rural Transition, City of Leesburg Estate Residential
South – Lake County Rural Transition, Lake County Regional Office, City of Groveland ISBA
East – Lake County Rural
West – Lake County Regional Office, Lake County Urban Low Density, City of Leesburg General Commercial

PROPOSED FUTURE LAND USE DESIGNATION: Neighborhood Mixed Use

EXISTING ZONING DESIGNATION: Lake County A (Agriculture)

SURROUNDING ZONING DESIGNATIONS:

North – Lake County A (Agriculture), City of Leesburg PUD (Planned Unit Development)
South – Lake County A (Agriculture), City of Leesburg PUD (Planned Unit Development); City of Groveland ISBA
East – Lake County A (Agriculture), City of Groveland ISBA
West – Lake County A (Agriculture), Lake County PUD (Planned Unit Development), Lake County C-2 (Community Commercial District), City of Leesburg PUD (Planned Unit Development)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

EXISTING LAND USE: Pasture

SURROUNDING EXISTING LAND USE:

North – Residential, Groves, Pasture
South – Residential, Groves, Pasture, Timber, Hospital (south of Florida's Turn Pike)
East – Pasture, Residential, Grove, Timber
West – Pasture, Timber, Grove, Crop Land

PROPOSED LAND USE: Commercial and residential development

CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY

DATE: July 5, 2022
OWNER: Bar-Key Groves, Inc.
PETITIONER: NVR, Inc., Cynthia Tarapani, Tarapani Planning Strategies
PROJECT: Bar-Key Groves
REQUEST: Large Scale Comprehensive Plan Amendment and PUD (Planned Unit Development)
CASE NO.: LSCP 22-288; PUD-22-289

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 7/15/22

FIRE

No comments received as of 7/15/22

ELECTRIC

Leesburg Electric has no objections, this outside our service territory. Steve Davis 7/6/22

GAS

Natural gas is available and directed per city ordinance. Thank you, Brandon Smith 7/11/22

GIS

GIS has no comments. Tammy Magamoll 7/6/22

BUILDING

No comments received as of 7/15/22

PUBLIC WORKS

Public Works has no issues with this! Clifford Kelsey 7/7/22

ADDRESSING

No comments received as of 7/15/22

ECONOMIC DEVELOPMENT

No comments received as of 7/15/22

LAKE COUNTY PUBLIC WORKS

Attached is the comment letter from Lake County Public Works Department. Please let me know if you have any questions. Thanks, Seth Lynch 7/19/22

LAKE COUNTY SCHOOLS

No comments received as of 7/15/22

PUBLIC RESPONSES

Approval

2 approvals 1 with comment/1 without comment (Ray Kemp)

Disapproval

No comments received as of 7/15/22

No comment

No comments received as of 7/15/22

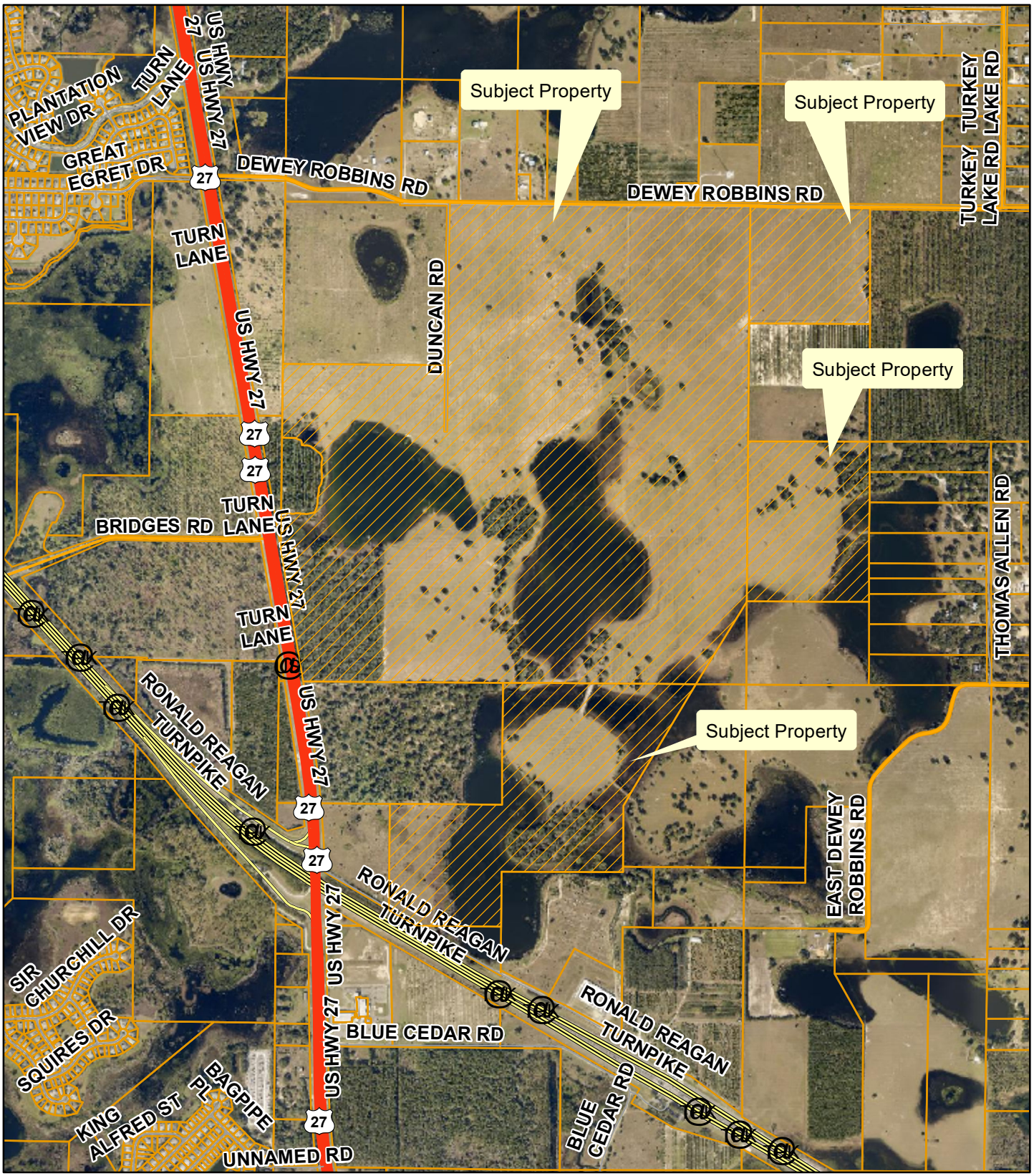
Notice of Appearance filed: 1

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

Rodney Hollingsworth Jr. – We approve provided our access is maintained or improved.

PUBLIC COMMENTS (DISAPPROVAL)

Aerial



Planning & Zoning Division

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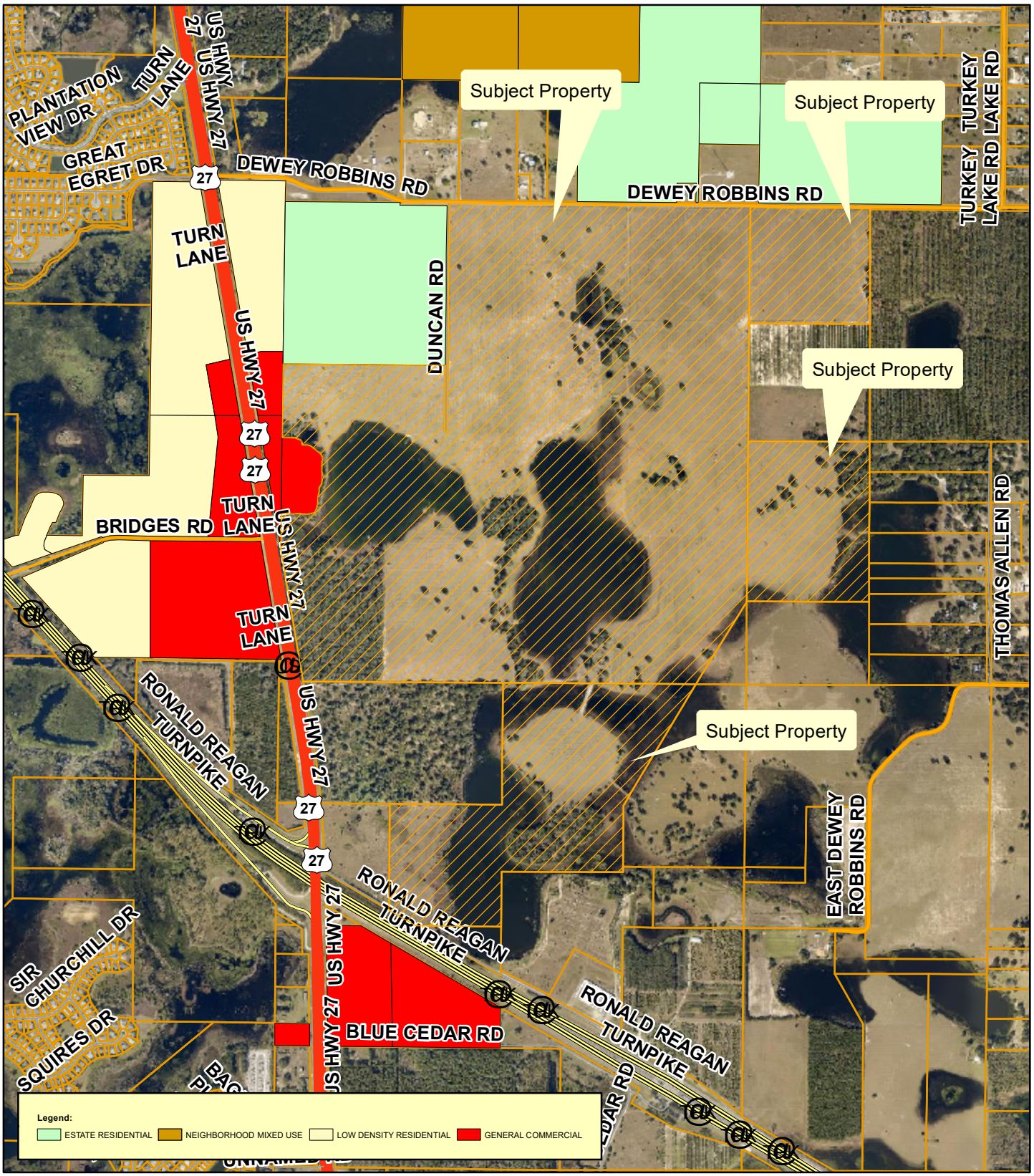
0 325 650 975 1,300
Feet

Bar-Key Groves
23220 U.S. Highway 27
AK#: 1210259; 1780951; 3884286; 1302226
Sections 05, 06, 07, Township 21 South, Range 25 East
June 15, 2022

Future Land Use



Planning & Zoning Division

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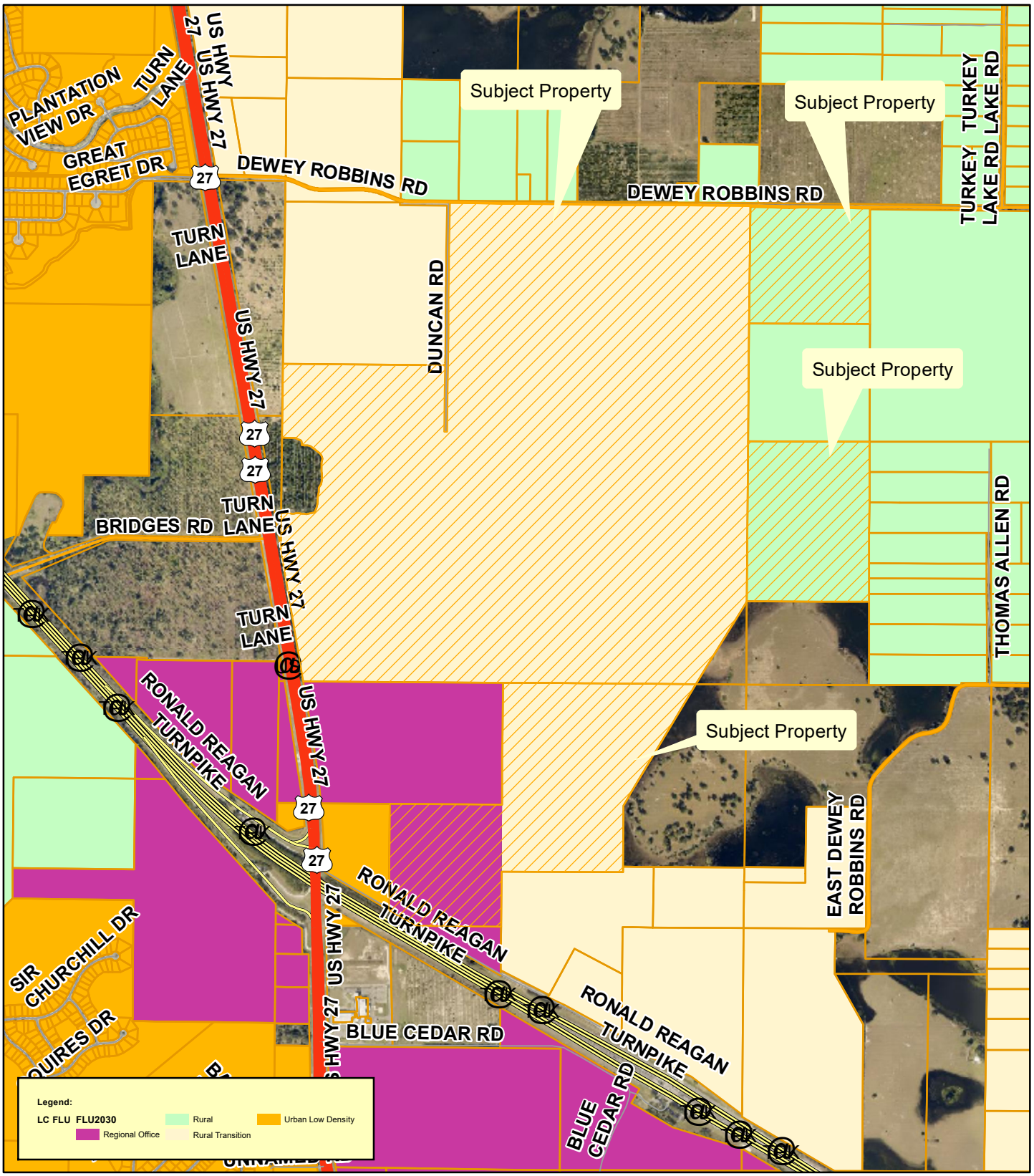
Bar-Key Groves
23220 U.S. Highway 27
AK#: 1210259; 1780951; 3884286; 1302226
Sections 05, 06, 07, Township 21 South, Range 25 East
June 15, 2022

Lake County Future Land Use



Planning & Zoning Division

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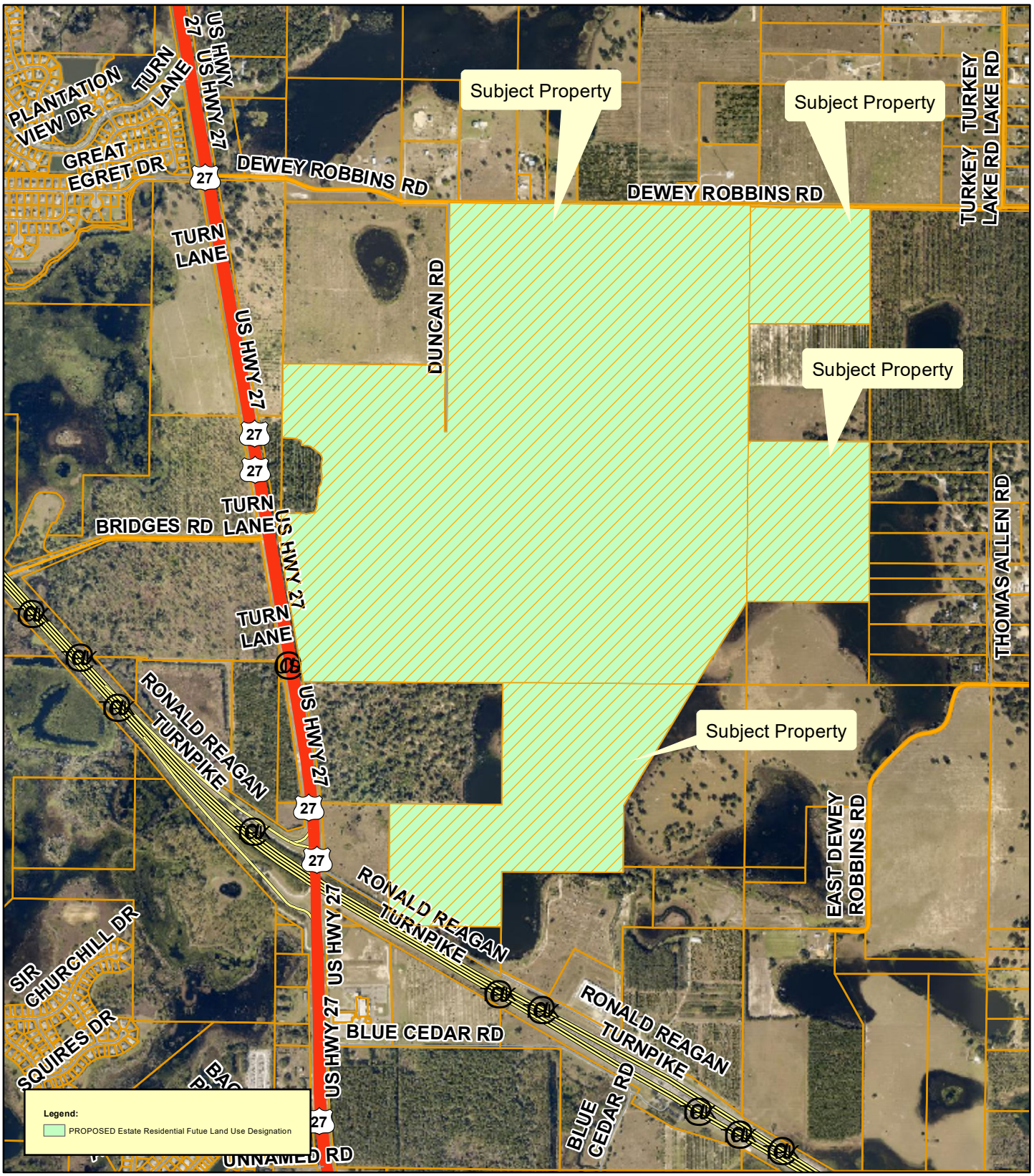
Bar-Key Groves
23220 U.S. Highway 27
AK#: 1210259; 1780951; 3884286; 1302226
Sections 05, 06, 07, Township 21 South, Range 25 East
June 15, 2022

PROPOSED Estate Residential Future Land Use



Planning & Zoning Division

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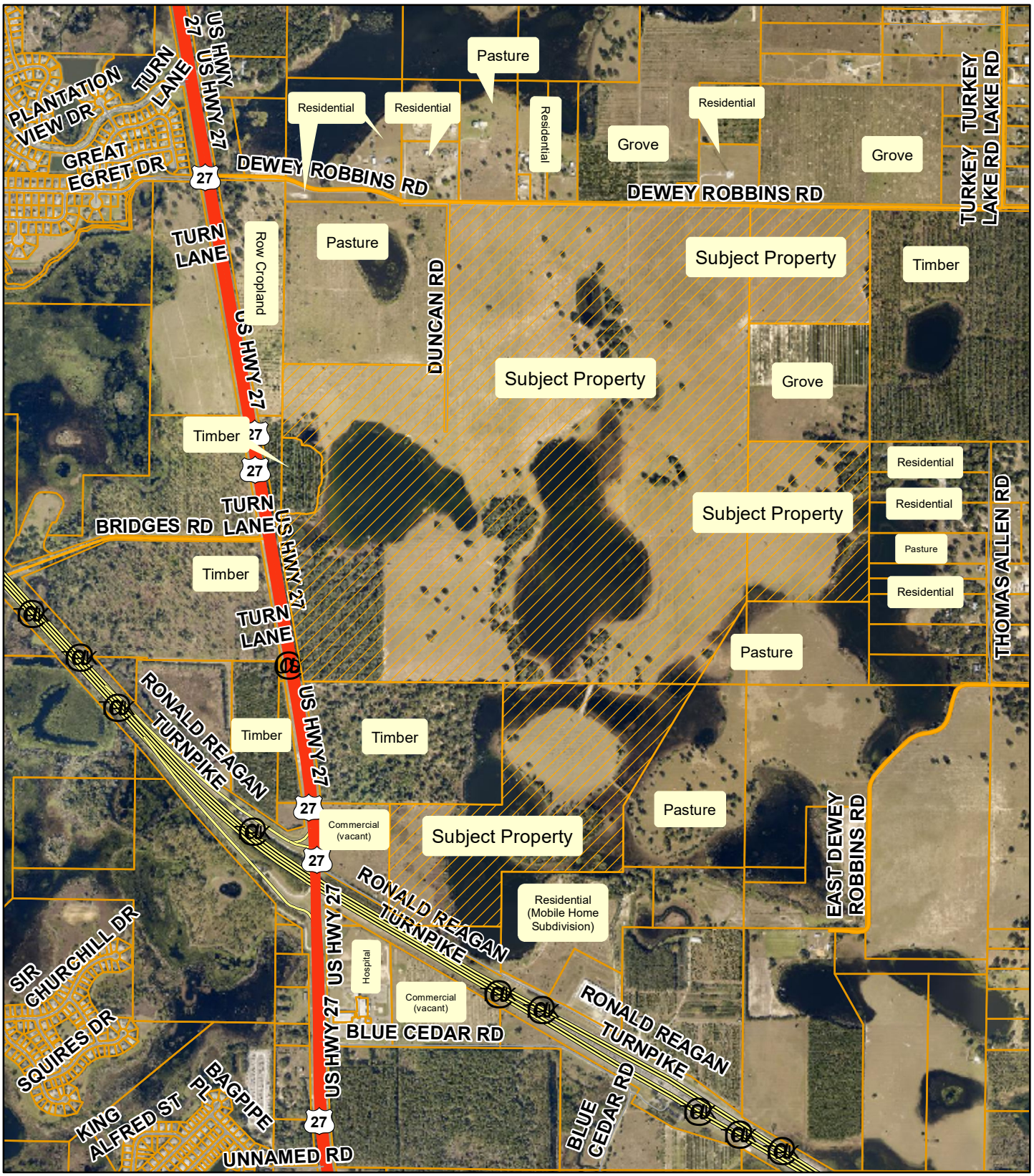
Feet

Bar-Key Groves
23220 U.S. Highway 27
AK#: 1210259; 1780951; 3884286; 1302226
Sections 05, 06, 07, Township 21 South, Range 25 East
June 15, 2022

Surrounding Existing Land Uses



Planning & Zoning Division

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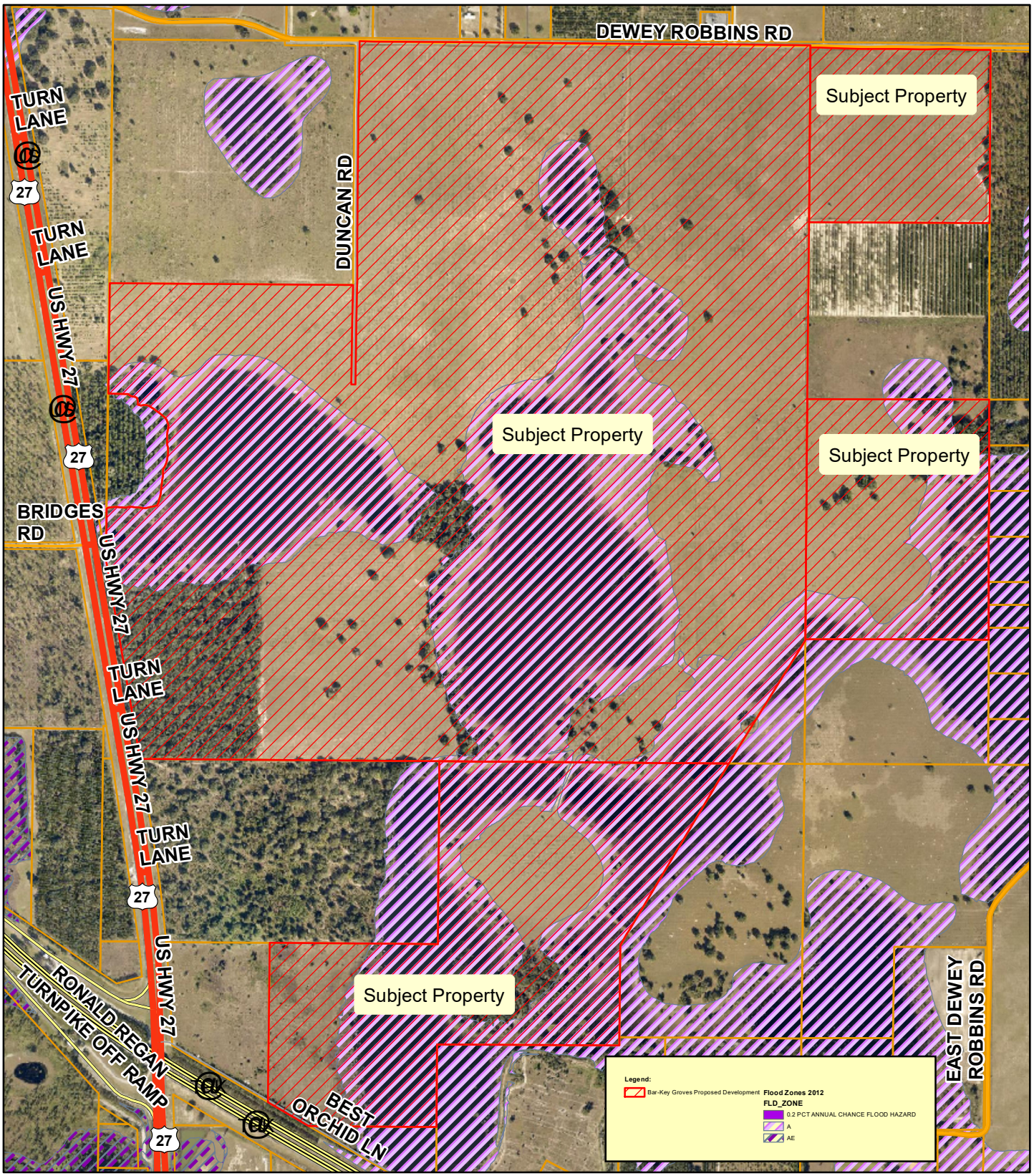
Bar-Key Groves
23220 U.S. Highway 27
AK#: 1210259; 1780951; 3884286; 1302226
Sections 05, 06, 07, Township 21 South, Range 25 East
June 15, 2022

Flood Zones



Planning & Zoning Division

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Bar-Key Groves
23220 U.S. Highway 27
AK#: 1210259; 1780951; 3884286; 1302226
Sections 05, 06, 07, Township 21 South, Range 25 East
June 15, 2022

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.A.6.

Meeting Date: November 14, 2022

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 717 +/- acres from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) to allow commercial and residential development for a property generally located east of US Highway 27, south of Dewey Robbins Road and north of Florida's Turnpike, lying in Sections 05, 06, and 07, Township 21 South, Range 25 East, Lake County, Florida; and providing an effective date. (Bar-Key Groves)

Staff Recommendation:
Planning and Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) to allow for commercial and residential development.

Analysis:
The project site is approximately 717 +/- acres, and is generally located east of US Highway 27, south of Dewey Robbins Road and north of Florida's Turnpike as shown on the attached maps. At this time, the property is pasture acreage. The proposal will allow for commercial and residential development. The existing land uses surrounding the property are residential, groves, pasture, timber, hospital, and crop land. City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on July 21, 2022 and recommended approval.

Procurement Analysis:
N/A

Options:
1. Approve the proposed rezoning to PUD (Planned Unit Development); or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

Future development of this site will create a substantial positive fiscal impact on the City of Leesburg, in the form of impact and utility fees, plus ad valorem taxes.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 717 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW COMMERCIAL AND RESIDENTIAL DEVELOPMENT FOR A PROPERTY GENERALLY LOCATED EAST OF US HIGHWAY 27, SOUTH OF DEWEY ROBBINS ROAD AND NORTH OF FLORIDA'S TURNPIKE, LYING IN SECTIONS 05, 06, AND 07, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (BAR-KEY GROVES)

BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA, that:

Section 1.

Based upon the petition of Cynthia Tarapani (Tarapani Planning, Agent) for Bar-Key Groves, Inc. of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development), to-wit:

(Legal Description)
(See Exhibit A)

Section 2.

This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the _____ day of _____ 2022.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

Exhibit A

Legal Description

BAR KEY LEGAL DESCRIPTION

Document B3- Comprehensive Plan Amendment Application

PARCEL ONE: THE EAST 660 FEET OF THE NW 1/4 (ALSO KNOWN AS GOVERNMENT LOTS 3 AND 4) AND THE EAST 845.8 FEET OF THE WEST 1785.8 FEET OF THE SOUTH 805 FEET OF GOVERNMENT LOT 4; AND ALL OF GOVERNMENT LOT 6, EAST OF U.S. HIGHWAY 27, STATE ROAD NO. 25, AND ALL THE GOVERNMENT LOT 6. LESS A PORTION BEGINNING 2682.65 FEET NORTH OF SW CORNER OF SECTION 6, RUN EAST TO THE WATERS' EDGE OF FISH HOOK LAKE, THENCE SOUTHERLY, SOUTHEASTERLY AND SOUTHWESTERLY ALONG WATERS' EDGE OF SAID LAKE TO INTERSECT THE WEST BOUNDARY OF SAID SECTION 6, THENCE NORTH TO P.O.B.

PARCEL TWO: THE SW 1/4 OF NE 1/4, LESS THE SOUTH 600 FEET; THE NW 1/4 OF NE 1/4; AND THAT PORTION OF NE 1/4 OF NE 1/4 LYING AND BEING NORTH AND WEST OF A STRAIGHT LINE DRAWN FROM THE NW CORNER OF THE SE 1/4 OF NE 1/4 OF SECTION 7, TO A POINT ON THE EAST BOUNDARY OF SECTION 6, 901.55 FEET NORTH OF THE SE CORNER OF SECTION 6, AND THE NE CORNER OF SECTION 7, ALL IN SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

AND

THE EAST 1/2 OF SECTION 6, LESS THAT PORTION OF THE SE 1/4 OF SE 1/4 THAT LIES EAST AND SOUTH OF A STRAIGHT LINE DRAWN FROM NW CORNER OF THE SE 1/4 OF THE NE 1/4 OF SECTION 7 TO A POINT ON THE EAST BOUNDARY OF SECTION 6, THAT IS 901.55 FEET NORTH OF THE SE CORNER OF SECTION 6.

AND

THE EAST 1/2 OF GOVERNMENT LOT 2, SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST, THE SAME BEING THE SE 1/4 OF THE NW 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LESS BEGIN ON THE SOUTH LINE OF NW 1/4, SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST AT A POINT SOUTH 89° 26' 11" WEST A DISTANCE OF 911.10 FEET FROM THE CENTER OF SECTION 7, RUN THENCE SOUTH 89° 26' 11" WEST ALONG SAID SOUTH LINE A DISTANCE OF 314.88 FEET TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF SW 1/4 OF NW 1/4 OF SAID SECTION 7, THENCE NORTH 0° 53' 06" WEST ALONG THE WEST LINE OF SAID SE 1/4 OF NW 1/4 A DISTANCE OF 177.61 FEET TO A POINT, THENCE SOUTH 6° 12' 55" EAST A DISTANCE OF 362.38 FEET TO THE P.O.B.

ALSO, ALL INTEREST IN EASEMENT DESCRIBED IN THAT CERTAIN EASEMENT CONVEYED TO FLORIDA STATE

TURNPIKE AUTHORITY FOR RIGHT OF WAY PURPOSES ON THE 26TH DAY OF OCTOBER 1962 AND RECORDED IN OFFICIAL RECORDS BOOK 221 PAGE 303 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL THREE: THE NORTH 1/2 OF GOVERNMENT LOT 4, IN SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

PARCEL FOUR: NW 1/4 OF SW 1/4; AND NORTH 418.45 FEET OF THE SW 1/4 OF THE SW 1/4 ALL IN SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

OFFICIAL RECORDS BOOK 892, PAGE 420 (NOT INCLUDED IN TITLE COMMITMENT):

PARCEL FIVE: THAT PART OF GOVERNMENT LOT 4 IN SECTION 6, TOWNSHIP 21 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORN ERO SAID SECTION 6, RUN SOUTHERLY ALONG THE WEST LINE OF SAID SECTION 6 A DISTANCE OF 1763.2 FEET TO A CONCRETE MONUMENT, BEING THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM SAID POINT OF BEGINNING, RUN SOUTH 89°48'41" EAST 940 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 0°33'47" WEST 526.8 FEET TO A CONCRETE MONUMENT; CONTINUE THENCE IN THE SAME DIRECTION TO THE SOUTH LINE OF SAID GOVERNMENT LOT 4; THENCE WESTERLY ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 4; THENCE NORTHWESTERLY ALONG THE WEST LINE OF SAID SECTION 6 TO THE POINT OF BEGINNING.

BAR KEY GROVES SUBDIVISION
PUD (PLANNED UNIT DEVELOPMENT CONDITIONS)
July 21, 2022

These Planned Unit Development Conditions for a PUD (Planned Unit Development) zoning district are granted by the City of Leesburg Planning Commission, Lake County, Florida to **NVR, Inc., 4307 Vineland Road, Suite H-22, Orlando, Florida 32811, (Cynthia Tarapani, Tarapani Planning Strategies, 128 East Tarpon Avenue, Tarpon Springs, Florida 34689 - Agent)** for the purposes described herein, and subject to the terms and conditions as set forth in this document, pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 "Planned Unit Development" of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND

The "Permittee" is requesting a Planned Unit Development (PUD) zoning district to allow future construction of a proposed mixed-use development consisting of approximately 717 acres, containing a maximum of 1,700 residential units, 140,000 square feet of commercial uses and 20 acres of institutional uses, generally located east of U.S. Highway 27 and south of South of Dewey Robbins 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 **NVR, Inc., 4307 Vineland Road, Suite H-22, Orlando, Florida 32811, (Cynthia Tarapani, Tarapani Planning Strategies, 128 East Tarpon Avenue, Tarpon Springs, Florida 34689 - Agent)** to construct, operate, and maintain a Planned Unit Development in and on real property in the City of Leesburg, in accordance with the requirements set forth herein. The property is more particularly described below.

2. **LEGAL DESCRIPTION**
   See attached **Exhibit B, Legal Description**.

3. LAND USE

The above-described property, containing approximately 717 acres, shall be used for platted residential, plus commercial and institutional development, pursuant to City of Leesburg development codes and standards, and shall occupy the areas shown on Attachment C, Conceptual Site Plan, subject to the conditions of this document.

A. Permitted Uses – Residential Areas

1. Detached single family residential units
2. Attached villas (2 units/structure)
3. Townhouses
4. Accessory structures for residential uses
5. Sales office in a single-family unit
6. Accessory retail within a recreation center or clubhouse, intended for the primary use of residents, such as a snack bar
7. Temporary modular sales center office (during construction and sales of new units) not to exceed one year, and construction office not to exceed two years from the approval of the final plat of the final phase for the subdivision. Model homes may be used as sales centers during the duration of the project.

B. Permitted Uses – Commercial Areas

1. Permitted uses within the Commercial areas shall follow the C-3 (Highway Commercial) zoning district requirements, as amended, subject to the conditions of this document.
2. Temporary modular sales center and construction office during construction phase of the commercial pod.

C. Permitted Uses - Institutional Areas

1. Public, Private or Charter Schools
2. Churches and Synagogues
3. Parks and Open Space
4. Government offices (administrative, fire, police, etc)
5. Retention areas

D. Prohibited Uses – All areas

1. Multi-family units (Apartments)
2. Industrial uses
3. Auto dealer/auto repair
4. Tattoo Parlors
5. Check cashing stores
6. Adult uses
7. Second hand (thrift) stores
8. Consignment shops
9. Pawn shops
10. Smoke shops
11. Junk or scrap collection/distribution
12. Recycling facility

13. All other uses not specifically permitted within these conditions under Permitted Uses above shall be prohibited.

4. DEVELOPMENT STANDARDS -Residential

A. The project shall contain a maximum of 1700 residential units, at a gross density not to exceed 2.5 units per acre on the approximately 717-acre site, as shown on Exhibit C, Conceptual Development Plan, and noted below in Tables 1 & 2.

Table 1 Residential Lot Types

Residential Style	Number of Units
Single Family Detached- 45' Lot	558 units
Single Family Detached- 50' Lot	660 units
Villas/ Townhomes- 70' Lot	482 units
TOTAL	**1,700 UNITS**

Table 2 Lot Development Standards

Bar Key PUD Residential Design Standards

Standard	45' Single Family Detached Home Villages 4, 6, 7, 10 & 13	50' Single Family Detached Home Villages 2, 5, 9, 11, 12 & 14	70' Villa & Townhome Villages 1, 3 & 8
Minimum Lot Width	45'	50'	70' *
Minimum Lot Depth	115'	115'	115' *
Minimum Lot Size	5,000 sf	5,750 sf	8,000 sf *
Minimum Habitable Size	1,300 sf	1,500 sf	1,300 sf
Maximum Height	35'	35'	35'
Setbacks			
• Front- Principal Structure	25'	25'	25'
• Front- Porch	15'	15'	15'
• Side- Internal Lot	5'	5'	5'-Villa 10'- Townhome
• Side- Corner Lot/ Secondary Street	15'	15'	15'
• Rear	18'	18'	18'
• Accessory Structures- Side & Rear	5'	5'	5'

* The Minimum Lot Width, Lot Depth and Lot Size for Villa and Townhome styles apply to the Zoning Lot upon which the building is located. The Villas will contain 2 units per building on a Zoning Lot and the Townhomes will contain between 3 and 6 units per building on a Zoning Lot.

B. A mix of lot sizes is permitted to the extent that all lots are equal to or larger than the required minimums.

C. Along each street, homes with the same architectural design shall not be immediately adjacent (side by side) or directly across from a lot with the same design. Facades may be varied to meet this requirement. The maximum impervious surface for the overall project shall be 65%. Individual residential lots shall have a maximum impervious surface of 70% for each lot. Community and private swimming pools shall not count toward the impervious surface calculation.

D. For residential units, the minimum residential lot development standards shall be as follows:

1. Each single-family detached residential unit shall have a minimum two car garage; each single-family attached unit (villas and townhouses) shall have a minimum one car garage.
2. All residential structures shall have gutters constructed on all four sides of the primary structure to direct stormwater away from the foundation.
3. Minimum distance between structures shall be as noted Table 2 *Lot Development Standards* contained herein; as measured from building wall to building wall.
4. Roof overhang shall not exceed forty (40) percent of the distance between the building wall and the property line.
5. Maximum building height: two (2) stories or 35 feet.
6. Accessory structures shall have a minimum rear and side setback of 5 feet and single accessory structures that are not attached to the principal structure shall not occupy more than 30 percent of the required rear yard.
7. Attached screened enclosures (no solid roof) must maintain a minimum setback of five (5) feet from the side and rear property line. Attached swimming pool screened enclosure shall also maintain a minimum setback of five (5) feet from the side or rear property lines.
8. Solid roof structures attached to the residence must meet the required rear setback as noted under "Minimum building setbacks."
9. As part of the site plan approval process, city staff shall review final site design standards in accordance with the approved PUD (Planned Unit Development) zoning conditions set forth herein.

5. DEVELOPMENT STANDARDS - Commercial

A. General - The project shall contain a maximum of 140,000 square feet of commercial, uses on approximately 26 acres of land, and approximately 20 acres of Intuitional uses within the project, as shown on **Exhibit C, Conceptual Development Plan**. The location of the institutional use parcel within the project may be adjusted to create adequate access.

B. Development standards for commercial properties shall be as shown on the Conceptual Site Plan Exhibit C, and as follows:

Table 3

Maximum Parcel Development *Note:* Development regulated through maximum development only without any FAR or ISR restrictions for individual lots.	137,000 sf
Minimum Lot Size	20,000 sf
Minimum Lot Width	100'
Maximum Height	35'
Setbacks- Overall Commercial Parcel	25'
• US 27	25'
• North, South & East Boundaries	25'
Setbacks- Individual Commercial Lots	
• Front- For Internal Lots Only	15'
• Sides	5'
• Rear	10'

6. ARCHITECTURAL STANDARDS (Residential)

A. All residential buildings shall utilize at least five (5) of the following design features to provide visual relief along all elevations of the single-family units. Designs may vary throughout the development.

1. Dormers
2. Gables
3. Recessed or raised entries
4. Covered porch entries
5. Cupolas
6. Pillars or decorative posts
7. Bay window (minimum 12-inch projections)
8. Eaves (minimum 6-inch projections)
9. Front windows with arched glass tops and minimum 4-inch trim.
10. Garage vehicle doors shall incorporate the following elements: raised decorative panels, decorative glass panels or panes, decorative hinges, etc.
11. Front doors shall incorporate the following decorative elements: raised decorative panels, decorative glass panels or panes, decorative handles, etc.
12. Stone accents
13. Shutters
14. Board and batten siding
15. Hardy board siding
16. Raised banding
17. Craftsman style garage doors

B. Exterior building materials contribute significantly to the visual impact of a building on the community. These materials shall be well designed and integrated into a comprehensive design style for the project. The total exterior wall area of each building elevation shall be composed of one of the following:

1. At least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.
2. At least thirty percent (30%) full-width brick or stone, with the balance being stucco and/or a "cementitious" lap siding. (A "cementitious" lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option.).
3. All textured stucco shall be permitted subject to the provision of at least five (5) unique design features such as recessed garages, tile or metal roofs, arched windows, porches, etc. in the elevations of the buildings or the buildings are all brick stucco.
4. For all designs, architectural facades and features shall be submitted and reviewed by the Planning and Zoning Manager or designee for compliance prior at time of site plan review.

C. Other similar design variations meeting the intent of this section may be approved by the Planning and Zoning Manager or designee.

D. The architectural styles and facades shown in **Exhibit D, Façade Samples** herein are considered conceptual. Architectural facades shall be submitted to staff to review for consistency with the conditions of this PUD agreement.

E. The Permittee shall utilize "Dark Sky" lighting principles when selecting lighting fixtures for all street lighting. Such lighting shall achieve the overall effect of containing and shielding excessive light pollution from adjacent properties. Appropriate designs are shown on as **Exhibit E,** attached hereto.

7. ARCHITECTURAL STANDARDS, Non-Residential

A. The City of Leesburg, under Ordinance 16-35, adopted Commercial Architectural Standards, now codified under Section 25-360, City of Leesburg Code of Ordinances. This section shall be required for all non-residential construction for the subject property.

B. All commercial development shall follow the C-3 (Highway Commercial) development standards except as amended herein.

C. Impervious surface coverage for Commercial parcel and the Institutional parcel shall be calculated separately for each parcel, and shall not exceed eighty percent (80%) as calculated for each parcel.

D. A minimum of twenty (20) percent of the site within the commercial, government/institutional areas shall be developed as open space, including retention areas, buffer and landscaped areas. Parking areas and vehicle access areas shall not be considered in calculating open space.

E. Commercial structures shall have a maximum height of three (3) stories/45 feet.

F. With the exception of building height and setbacks, spatial requirements set forth herein for structures shall be deemed satisfied provided as-built measurements do not deviate from such requirement by more than five (5) percent.

G. The Permittee shall utilize "Dark Sky" lighting principles when selecting lighting fixtures for all street lighting. Such lighting shall achieve the overall effect of containing and shielding excessive light pollution from adjacent properties. Appropriate designs are shown on as Exhibit E, attached hereto.

8. PARKING

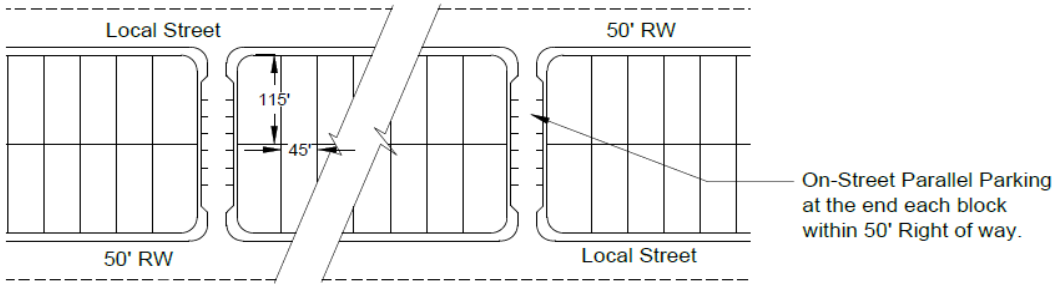
A. General

1. The permittee shall have off-street parking spaces within all areas of the property per an approved site plan pursuant to the City of Leesburg Code of Ordinances. Nonresidential development shall include the required number of handicapped parking spaces.
2. The location and design of the proposed parking areas will be reviewed during the site plan review process to provide for adequate parking, which may limit the permitted uses of the site.

B. Residential

1. All 45-foot lots and all Villa lots shall contain additional parking of at least 12 parking spaces per block, at the end of each pair of blocks, as shown in Detail 1.

Detail 1



Typical Guest Parking Detail for 45' & Villas Lots

C. Commercial/Institutional

1. All parking aisles shall contain landscape islands located at the end of each aisle and at intervals of one each ten (10) spaces in parking aisles. In commercial and institutional areas, each landscape island shall be at least 200 square feet, and contain at a minimum, one canopy or understory tree, plus shrubs and groundcover.

9. OPEN SPACE, LANDSCAPING & BUFFER REQUIREMENTS

A. A minimum of 35% open space shall be provided throughout the development. Open space may consist of buffers, wetlands, retention and recreation areas.

B. A master landscape plan shall be submitted for review by City staff for all landscaping, buffer and boundary areas, parking lots, access roads, entry ways and new construction. This plan shall be reviewed for consistency with this PUD document and the Conceptual Site Plan **(Exhibit C)** and City of Leesburg landscape code requirements.

C. All landscaped areas shall be designed to meet Section 25-337, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.

D. A minimum twenty-five (25) foot buffer tract with plantings as shown in Figure A below, shall be provided along the entire boundary of the property, and may be constructed simultaneously with each village or phase of development. All landscape buffers shall be separate tracts, shall not consist of, nor be part of individually platted lots. Such buffers shall be common areas, and shall be maintained by an entity such as a Property Owners or Homeowners Association.

E. An open style fence (of wood or synthetic construction) or a landscaped berm shall be installed on the property along Dewey Robbins Road along the northern boundary of the site. This fence and/or berm shall be installed at a minimum height of four (4) feet. Said fence shall be maintained by the Property Owners of Homeowners Association. Maintenance of fences located within buffer or common areas shall be the responsibility of the neighborhood association, such as a Homeowners of Property Owners Association."

F. An eight (8) foot wall, constructed of concrete with stucco or similar synthetic material, shall be constructed on the commercial site adjoining the residential property to the east to create a buffer boundary between the commercial and residential uses.

G. Land uses allowed within the upland buffers are limited to hiking trails, walkways, passive recreation activities and stormwater facilities as permitted by St. Johns River Water Management District.

H. Each platted residential lot of record shall contain a minimum of one canopy tree, located within in the front yard, selected from the list of trees within the City of Leesburg Code of Ordinances, *Section 25-,328 Table 1, Canopy Trees,* plus at least one canopy or understory other tree, located in the back yard. This requirement shall be reduced to one canopy tree for each villa and townhouse lot, with the canopy tree to be located in either the front or rear yard, alternating lots along the street. All other requirements for tree planting based on lot size under the Code of Ordinances shall remain in effect.

I. 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



100 Feet of
Typical 25' Landscape Buffer

J. All new commercial and institutional building construction shall comply with Section 25-329 *Landscape Buffer Requirements,* City of Leesburg Code of Ordinances, for landscaping around building areas, including a five (5) foot landscape buffer around each building perimeter area facing the entrance and sides. All new structures shall extend the required landscape perimeter area to include all sides visible to the general public. Rear side of each building shall be exempt from landscaping where the rear of the building is not visible to the general public using the building.

K. All buffers along the exterior property lines shall be distinct and separate from the residential and commercial lots and properties, and shall be platted as buffers which are owned and maintained by a property owners or homeowners association.

L. Nothing herein shall be construed to prevent the developer/or property owners from increasing buffer width and/or plantings.

M. Variations to the landscape and buffering requirements of this document may be approved by the Planning and Zoning Manager or designee, to the extent that the overall intent of the PUD and the Landscaping Code are maintained, including consideration of existing fencing on adjacent properties and existing natural vegetative buffers. Use of the University of Florida IFAS (Institute of Food and Agricultural Sciences) approved standards for "Florida Friendly Landscaping" will also be acceptable.

N. The surveying of trees on the property shall be conducted as follows:
   1. All specimen, heritage and historic trees shall be surveyed. Staff will review the tree survey and such trees shall be saved where possible during the site plan review process. This may include amending the site plan to save specimen, heritage and historic trees.
   2. Site areas that are to preserve existing trees do not need to be included in the survey unless the trees are to be used in preservation/replacement requirements.
   3. The tree survey shall be completed by a licensed surveyor.

10. SITE ACCESS

A. The project shall have its primary access on US Highway 27, subject to FDOT approval, and shall be constructed in a "boulevard style" (divided roadway with landscaped median), from west to east, to the eastern boundary of the Commercial Parcel, as shown on Exhibit C, Conceptual Site Plan. There shall be a secondary entrance to the project on Dewey Robbins Road which shall be constructed in a "boulevard style," as described above for the primary access. This secondary boulevard style roadway shall be constructed from Dewey Robbins Road to its intersection with the interior loop road, as shown on Exhibit C, Conceptual Site plan. All fourteen (14) pods/ villages in the proposed PUD development on Exhibit C shall have a direct access point to the interior loop road.

B. All access points shall be designed to allow emergency access vehicles room to maneuver and have appropriate traffic flow. Each entrance shall be reviewed and adjusted by staff as needed at the Site Plan and Construction Plan review.
   1. Offsite road improvements on existing roads adjacent to the property may be required based on finalized access locations. Such improvements may include, but are not limited to, left and right turn lanes, right-of-way dedication, and pavement rehabilitation. Any proposed offsite road improvements must be reviewed by Lake County Public Works.
   2. Prior to completion of the subdivision design plans, the developer shall work with the Lake County Department of Public Works to ensure all appropriate required roadway and access improvements for the development are made part of the plans submitted to the City of Leesburg.
   3. The Master Development Plan, and the access points proposed thereon, are considered conceptual until the appropriate engineering and site plan reviews, along with any required upgrades are completed for the project.

C. All access points shall be reviewed, as legally prescribed by Lake County Public Works, and/or FDOT as applicable, and shown on the Master Development Plan - Exhibit C, as amended. All access points are conceptual and may be amended subject to site constraints or requirements. Actual location and design of all roads shall be determined during the site plan review process and shall include consideration of, and connection to, sidewalks, recreation paths, etc. All other access shall be reviewed for necessity and requirements through Lake County and the City of Leesburg development and permitting processes. Any additional access points shall be subject to site plan application review process.

D. All access points are subject to review by the appropriate permitting agency, including FDOT, Lake-Sumter Metropolitan Planning Organization, Lake County and the City of Leesburg as applicable. The developer shall be responsible for on and offsite improvements required as a result of any access points. The developer shall be responsible for all on and offsite improvements required as a result of any access points.

E. Roadway interconnectivity shall be provided as shown on the Conceptual Site Plan – Exhibit C, as needed, to allow for connection points between this development and future development of adjacent properties.

11. SIGNAGE

A. Each required access point shall provide a decorative entry feature to include a concrete, brick or stucco wall at least five (5) feet in height on each side of the entryway, except for the US Highway 27 entrance which feature can be reduced to locating on only one side of the road to minimize impacts to the wetlands. This may be used for signage per City of Leesburg Code of Ordinances, as amended.

1. *Commercial Signage* - All signs placed or constructed on the property shall comply with *Article VI- Sign Regulations, Section 25-421 through Section 25-426,* City of Leesburg Code of Ordinances, as amended or shall otherwise meet the requirements of this document, whichever is least restrictive.
    a) *Monument signs* – Monument signs with fully enclosed bases and supports, located adjacent to U.S. Highway 27 shall be allowed as follows:
        1. Max overall height: 20 feet
        2. Max sign area: 100 sf per side (2 sides)
        3. Fully enclosed base, minimum 2 feet solid base (or 10% of overall height)
        4. Base width: minimum 50% of sign area width
        5. Location minimum 5 feet behind right of way, 10 feet if greater than 12 feet in height.

b) *Wall signs* - Wall signs shall be permitted per City of Leesburg Code of Ordinances, as amended.

2. *Access points*- Each required neighborhood or commercial access point shall provide a decorative entry feature to include a concrete, brick or stucco wall at least five (5) feet in height, on each side of the entryway. This decorative entry feature may be used for signage per City of Leesburg Code of Ordinances, as amended.

3. Alternative designs for the ground enclosure support and bases of a monument sign may be approved by the Planning and Zoning Manager or designee, where the architectural style would be in keeping with the intent of these sign regulations.

12. TRANSPORTATION IMPROVEMENTS

A. Any transportation improvements or rights-of-way that may be required shall be based on projected needs and shall be contingent upon site plan approval by City staff during the development review and permitting process. The plan review process shall include consideration of required sidewalks, recreation paths etc.

B. A traffic/transportation study shall be submitted for review and determination of any necessary access improvements, and including any off-site improvements legally required by Lake County, the Lake-Sumter MPO or the City of Leesburg. Said improvements will be the responsibility of the Permittee.

C. The Permittee shall provide necessary traffic improvements within and adjacent to the development which are legally required by Lake County, the Lake-Sumter MPO and City of Leesburg.

D. All roads within the development shall be designed and constructed to meet the City of Leesburg requirements.

E. The Permittee shall be responsible for obtaining all necessary legally required Lake County permits and a copy of all permits shall be provided to the City of Leesburg.

F. The City of Leesburg shall not be responsible for the construction of any roads or transportation improvements.

G. All roads within the development shall be constructed to meet the City of Leesburg's standards, ARTICLE VII – TECHNICAL STANDARDS, as amended.

1. Should the Permittee (or designee) desire to dedicate the proposed project's internal road system to the City of Leesburg; the Permittee shall demonstrate to the satisfaction of the City of Leesburg that the road system is in suitable condition and meets all City road design requirements.
2. Should the Permittee (or designee) choose to retain the roadways, the Permittee shall establish an appropriate legal entity that shall accept responsibility to pay the cost and perform all services required to maintain the roads and transportation improvements to City of Leesburg codes and standards, as amended. A Homeowners or Property Owners Association, or other such legal entity will be considered acceptable.

H. Sidewalks shall be provided on both sides of the entrance road(s) and internal roads, and shall provide cross connections to all recreation and residential areas. Internal

road rights-of-ways shall contain sidewalks on both sides of each street. All sidewalks shall be constructed in accordance with City of Leesburg Codes.

I. Golf cart paths and parking for golf carts shall be provided along the entire main boulevard roadway and interior loop road, and located in such a manner that allows access throughout the development. These paths shall allow access, via the main boulevard roadway, to each neighborhood, commercial and recreational area of the proposed development. Golf cart paths are permitted, but not required inside each residential neighborhood. Golf cart parking shall be provided at each commercial and recreational area.

J. The terms and requirements of this section shall not be interpreted to preclude or interfere with the creation, provision, extension or development of future rights of way, easements, access points and/or roadways designed for the purposes of increasing access and egress to the property.

13. UTILITIES

Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Water, wastewater and natural gas services will be provided by the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

A. A detailed site plan that indicates all the provisions for electric, water, sewer, and/or natural gas in accordance with the City of Leesburg Land Development Codes.

B. Developer shall bear all responsibility, financial and otherwise, for the construction and installation of all utility infrastructure and other improvements related to the use and development of the property, consistent with the typical pioneering agreement approved on new home projects in the city, including such off-site improvements required by the City and all other appropriate government agencies. All such requirements shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.

C. Developer shall be responsible for the installation of a natural gas water heater and natural gas furnace in eighty percent (80%) of all homes in the development as required by the City of Leesburg Code of Ordinances as amended.

D. The City of Leesburg intends to service the property with water and wastewater services at this time. At the time of connection, all regulations in place at the time of the request shall be required, including but not limited to impact fees, connection and utility service deposit charges. The cost of supplying water and wastewater lines and other necessary infrastructure such as lift stations to the development shall be the responsibility of the applicant.

14. STORMWATER/DRAINAGE MANAGEMENT

All drainage shall be designed and constructed in a manner to meet all State of Florida and City of Leesburg codes, including the requirement that all stormwater runoff is contained within the boundaries of the properties, and does not create a detriment to surrounding properties. Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

A. A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.

B. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.

C. A responsible legal entity for the maintenance of the stormwater management system on the plat prior to the approval of the final plat of record. A homeowner's or property owners association is an acceptable maintenance entity.

D. The existing 100-year flood plain on the property shall be shown on all plans and lots.

E. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and /or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.

F. A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District shall be provided to the City during the site plan review process.

G. Should the Permittee desire to dedicate the proposed project's stormwater management system to the City of Leesburg; the City, at its discretion, may accept or not accept the stormwater management system.
   1. Prior to acceptance, the Permittee shall demonstrate to the City the stormwater management system is in a suitable condition and meets City of Leesburg and St. Johns River Water Management District requirements.
   2. As a condition of accepting the system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project.

15. WETLANDS, FLOOD ZONES & WILDLIFE

A. All wetlands on the project site shall be identified by a jurisdictional wetland boundary line, and the location and extent of each wetland shall be determined by the Department of Environmental Protection, St. Johns River Water Management

District and/or U.S. Army Corp of Engineers. Each wetland shall be placed on a suitable map, signed and sealed by a surveyor registered to practice in Florida and shall be submitted as part of the site plan application process.

B. To the extent practicable, wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, the St. Johns River Water Management District or another legal entity such as a homeowner's association. The conservation easement shall require that the wetlands be maintained in their natural and unaltered state. Wetlands shall not be included as a part of any platted lot, other than a lot platted as a common area, which shall be dedicated to the St. Johns River Water Management District or another legal entity such as a homeowner's association for ownership and maintenance.

C. Buildings or structures shall be a minimum of 50 feet from any wetland jurisdiction boundary.

D. Wetlands shall have an average upland buffer of 25 feet, with a minimum of 15 feet or the upland buffer established by St. Johns River Water Management District and/or U.S. Army Corp of Engineers; whichever is more restrictive. All upland buffers shall be naturally vegetated and upland buffers that are devoid of natural vegetation shall be re-planted with native vegetation or as required by St. Johns River Water Management District and/or U.S. Army Corp of Engineers.

E. Land uses allowed within the upland buffers for wetlands are limited to stormwater facilities as permitted by St. Johns River Water Management District.

F. If wetland alteration is permitted by St. Johns River Water Management District and/or U.S. Army Corp of Engineers, wetland mitigation shall be required in accordance with permit approvals from St. Johns River Water Management District or U.S. Army Corp of Engineers, whichever is more restrictive.

G. A wildlife management plan for the project site shall be prepared based on the results of an environmental assessment of the site and any environmental permit required from applicable governmental agencies. The wildlife management plan shall be submitted to the City as part of the site plan application process.

H. A map indicating the location of the 100-year flood plain.

I. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and/or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.

J. Through the Site Plan Review process, the developer shall coordinate with the City of Leesburg, Lake County and all impacted government agencies regarding elevation determinations, compensatory storage and overall design of the

subdivision within and near flood hazard boundary areas, to ensure compliance with all regulations.

16. IRRIGATION & WATER USE

A. All landscaped areas shall be irrigated and designed to meet Section 25-337, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.

B. The use of St. Augustine grass, or other varieties of grass which require significant amounts of water are prohibited. The use of Bahia, Bermuda, Zoysia or other grasses which are more drought tolerant are permitted.

C. For purposes of water conservation, all irrigated areas shall meet the requirements of section 25-337(c)(4), as amended, City of Leesburg Code of Ordinances.

17. RECREATIONAL REQUIREMENTS

A. Recreational development provided on the site shall include active and passive uses, as well as enclosed or unenclosed recreational space, devoted to the joint use of the residents, as seen on the attached **Conceptual Site Plan, Exhibit C.**

B. The development shall include trails, retention parks and linear park areas totaling +/- 12 acres, as shown on the attached **Conceptual Site Plan, Exhibit C.**

a) A multi-use trail system, consisting of a minimum eight (8) feet in width, located on one side of the Interior Loop Road and consisting of approximately 3.5 acres. This multi-use trail shall substitute for the sidewalk on one side of this road as required by Condition 12 H of these Conditions. This trail shall be designed and constructed in a manner to meet all ADA (Americans with Disabilities Act) requirements.

b) "An amenity center shall be located adjacent to Mulehead Lake in the approximate location shown on the Conceptual Site Plan, Exhibit C, on a site of no less than five (5) acres.

c) Neighborhood parks within each village, totaling no less than 3.5 acres. Retention parks and linear parks shall be included in the design of the subdivision and shall be designed such that park areas, which may consist of dry retention areas, can be used as open fields, playgrounds or trails, as shown on the attached **Conceptual Site Plan, Exhibit C**.

C. Recreational requirements at the shall include at least one primary active recreation area, such as the amenity center site. The primary recreation area shall include a clubhouse plus uses such as a children's playground with equipment, dog park area, gazebo, swimming pool, clubhouse or other amenities as reviewed and approved by staff. The primary recreational facility shall be constructed in conjunction with and completed no later than the completion of 50% of the approved maximum number of residential units.

D. Credit for recreational space shall be given for areas dedicated to recreational space, to include items such as a clubhouse with recreation room, swimming pool, outdoor

cooking facilities such as grills, youth playgrounds, play courts, dog parks or other similar uses which will meet the intent of this document. Other similar uses which will meet the intent of this document may be supplied by the developer.

E. All recreation spaces may include, but are not limited to:
1. Trails, playgrounds, basketball, tennis, handball courts, etc.
2. Community swimming pool, including the deck area surrounding such pools.
3. Indoor recreation rooms provided such rooms are permanently maintained for the use of residents for recreational purposes.
4. Other active recreational activities may be used, subject to approval by the City of Leesburg.

18. 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.

19. DEVELOPMENT PHASING & IMPLEMENTATION

A. The proposed project may be constructed in phases in accordance with the **Planned Unit Development Conditions and Conceptual Plan, Exhibit C**. Changes to the development conditions or conceptual plan, other than those conditions described in these PUD Conditions of Approval, shall be revised in accordance with the Planned Development review process, City of Leesburg Code of Ordinances.

B. Implementation of the project shall substantially commence within one-hundred twenty (120) months after approval of this Planned Development by City Commission. In the event, the conditions of the PUD have not been substantially implemented during the required time period, the City of Leesburg shall have the option of scheduling the PUD, with due notice to the owner and surrounding property owners, for reconsideration by the Planning Commission at their next available regular meeting. The Planning Commission will consider whether to extend the PUD approval or rezone the property to another appropriate zoning classification. "Implementation" for purposes of this subsection shall mean, at a minimum, recording of a final plat, and final approval of construction plans, together with actual commencement of construction on the property.

C. As part of the overall development process, if the project is constructed in phases, then plat of the lots for each approved phase shall contain only portions of the development approved under the Site Plan Review Process, i.e. each phase platted shall match each phase submitted for site plan review.

20. MISCELLANEOUS CONDITIONS

A. The uses of the proposed project shall only be those uses identified in the approved Planned Unit Development Conditions. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.

B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.

C. Construction and operation of the proposed use(s) shall at all times comply with the Planned Unit Development conditions set forth herein, and with all City and other governmental agencies rules and regulations.

D. The transfer of ownership or lease of any or all of the property described in these PUD Conditions of Approval shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.

E. These PUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition as set forth herein.

F. These conditions of approval shall be recited within the site plan and construction plan submittals.

21. LEVELS OF SERVICE

A. Levels of Service
   A. As submitted, the development resulting from the proposed zoning change may result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to water, wastewater, roads, drainage, and solid water. No final development order (site plan and building permits) shall be granted for proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.

B. Utilities
   1. Projected Capacities
      A. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City

develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.

C. If the development requires construction of new distribution or collection lines, or other infrastructure needed to develop the subdivision, the developer will be required to construct such facilities to provide service. The developer will bear the cost of design, permitting and construction. Any such facilities must be constructed in a fashion consistent with the City's master plans and to the City standards and specifications.

D. Commitment of Capacity

1. There are no previous commitments of any existing or planned excess capacity for this property.

E. Ability to Provide Services

1. At this time, the City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.
2. Future development within the City of Leesburg utility service areas may impact the provision of utility services.

18. NOTICE REQUIREMENTS

A. Agricultural operations are acknowledged to exist in the immediate area of the proposed development contemplated by this document. Section 823.14, F.S., protects existing agricultural operations which may, by their normal operations, potentially create noise or offensive odors. In order to reduce potential conflict and provide information regarding nearby agricultural operations, the developer/builder shall provide, prior to sale of any or all of the land contemplated within this document, a specific notice to each purchaser that agricultural operations are protected under Section 823.14, F.S., for the expressed purpose of eliminating potential complaints regarding such operations from property owners choosing to purchase land in the area of an existing agricultural operation.

B. In addition to residential uses, agricultural uses, including raising various livestock, tree farming and citrus production are known to exist the area.

EXHIBIT B **LEGAL DESCRIPTION**
(provided by applicant)

BAR KEY LEGAL DESCRIPTION

Document C3- Planned Development Rezoning Application

PARCEL ONE: THE EAST 660 FEET OF THE NW 1/4 (ALSO KNOWN AS GOVERNMENT LOTS 3 AND 4) AND THE EAST 845.8 FEET OF THE WEST 1785.8 FEET OF THE SOUTH 805 FEET OF GOVERNMENT LOT 4; AND ALL OF GOVERNMENT LOT 6, EAST OF U.S. HIGHWAY 27, STATE ROAD NO. 25, AND ALL THE GOVERNMENT LOT 6. LESS A PORTION BEGINNING 2682.65 FEET NORTH OF SW CORNER OF SECTION 6, RUN EAST TO THE WATERS' EDGE OF FISH HOOK LAKE, THENCE SOUTHERLY, SOUTHEASTERLY AND SOUTHWESTERLY ALONG WATERS' EDGE OF SAID LAKE TO INTERSECT THE WEST BOUNDARY OF SAID SECTION 6, THENCE NORTH TO P.O.B.

PARCEL TWO: THE SW 1/4 OF NE 1/4, LESS THE SOUTH 600 FEET; THE NW 1/4 OF NE 1/4; AND THAT PORTION OF NE 1/4 OF NE 1/4 LYING AND BEING NORTH AND WEST OF A STRAIGHT LINE DRAWN FROM THE NW CORNER OF THE SE 1/4 OF NE 1/4 OF SECTION 7, TO A POINT ON THE EAST BOUNDARY OF SECTION 6, 901.55 FEET NORTH OF THE SE CORNER OF SECTION 6, AND THE NE CORNER OF SECTION 7, ALL IN SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

AND

THE EAST 1/2 OF SECTION 6, LESS THAT PORTION OF THE SE 1/4 OF SE 1/4 THAT LIES EAST AND SOUTH OF A STRAIGHT LINE DRAWN FROM NW CORNER OF THE SE 1/4 OF THE NE 1/4 OF SECTION 7 TO A POINT ON THE EAST BOUNDARY OF SECTION 6, THAT IS 901.55 FEET NORTH OF THE SE CORNER OF SECTION 6.

AND

THE EAST 1/2 OF GOVERNMENT LOT 2, SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST, THE SAME BEING THE SE 1/4 OF THE NW 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LESS BEGIN ON THE SOUTH LINE OF NW 1/4, SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST AT A POINT SOUTH 89° 26' 11" WEST A DISTANCE OF 911.10 FEET FROM THE CENTER OF SECTION 7, RUN THENCE SOUTH 89° 26' 11" WEST ALONG SAID SOUTH LINE A DISTANCE OF 314.88 FEET TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF SW 1/4 OF NW 1/4 OF SAID SECTION 7, THENCE NORTH 0° 53' 06" WEST ALONG THE WEST LINE OF SAID SE 1/4 OF NW 1/4 A DISTANCE OF 177.61 FEET TO A POINT, THENCE SOUTH 6° 12' 55" EAST A DISTANCE OF 362.38 FEET TO THE P.O.B.

ALSO, ALL INTEREST IN EASEMENT DESCRIBED IN THAT CERTAIN EASEMENT CONVEYED TO FLORIDA STATE

TURNPIKE AUTHORITY FOR RIGHT OF WAY PURPOSES ON THE 26TH DAY OF OCTOBER 1962 AND RECORDED IN OFFICIAL RECORDS BOOK 221 PAGE 303 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

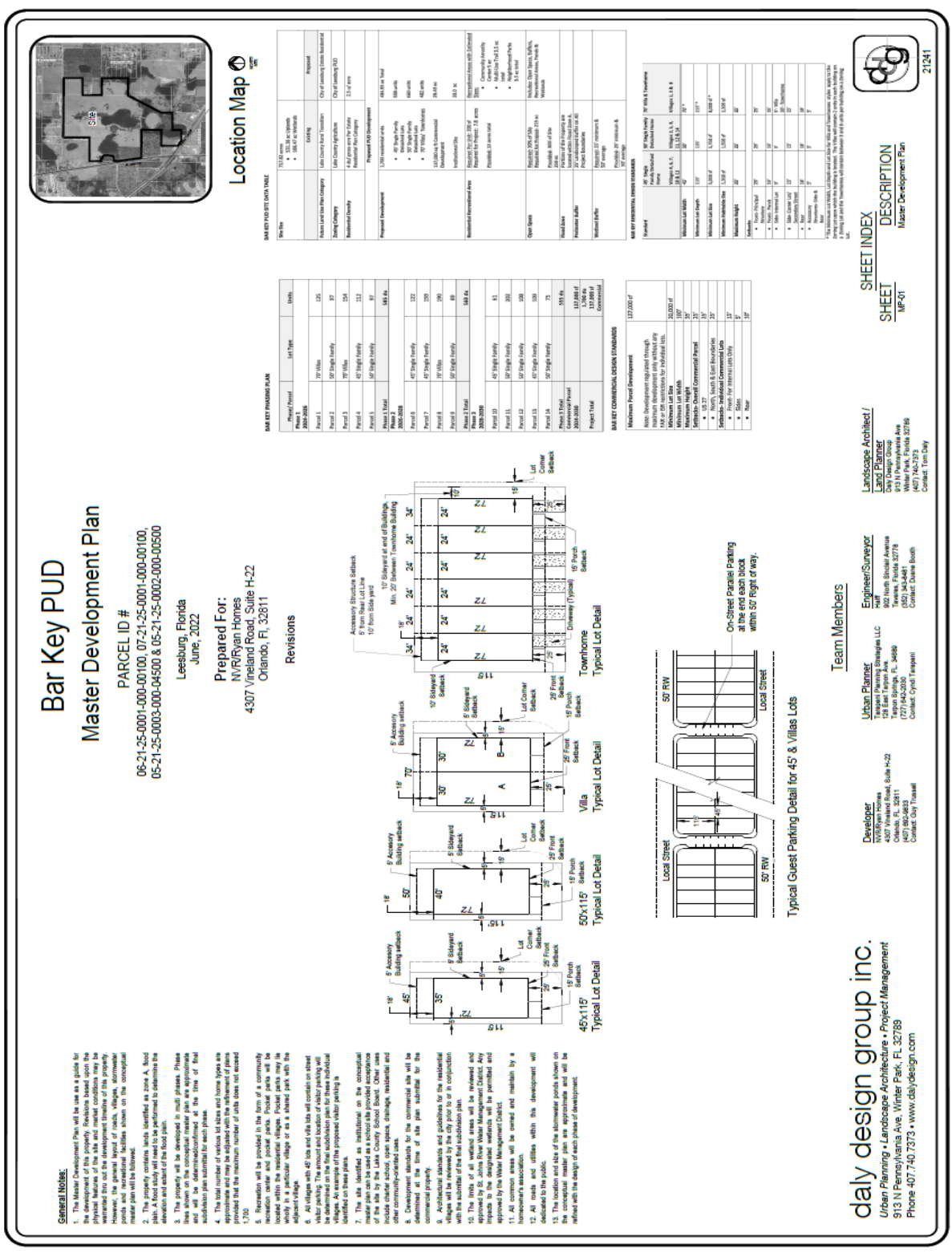
PARCEL THREE: THE NORTH 1/2 OF GOVERNMENT LOT 4, IN SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

PARCEL FOUR: NW 1/4 OF SW 1/4; AND NORTH 418.45 FEET OF THE SW 1/4 OF THE SW 1/4 ALL IN SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

OFFICIAL RECORDS BOOK 892, PAGE 420 (NOT INCLUDED IN TITLE COMMITMENT):

PARCEL FIVE: THAT PART OF GOVERNMENT LOT 4 IN SECTION 6, TOWNSHIP 21 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORN ERO SAID SECTION 6, RUN SOUTHERLY ALONG THE WEST LINE OF SAID SECTION 6 A DISTANCE OF 1763.2 FEET TO A CONCRETE MONUMENT, BEING THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM SAID POINT OF BEGINNING, RUN SOUTH 89°48'41" EAST 940 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 0°33'47" WEST 526.8 FEET TO A CONCRETE MONUMENT; CONTINUE THENCE IN THE SAME DIRECTION TO THE SOUTH LINE OF SAID GOVERNMENT LOT 4; THENCE WESTERLY ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 4; THENCE NORTHWESTERLY ALONG THE WEST LINE OF SAID SECTION 6 TO THE POINT OF BEGINNING.


Bar Key PUD
Master Development Plan
PARCEL ID #
06-21-25-0001-000-00100, 07-21-25-0001-000-00100,
05-21-25-0003-000-04500 & 05-21-25-0002-000-00500
Leesburg, Florida
June, 2022
Prepared For:
NVR/Ryan Homes
4307 Vineland Road, Suite H-22
Orlando, Fl, 32811
Revisions
Location Map
Site
General Notes:
1. The Master Development Plan will be use as a guide for the development of this property. Revisions based upon the physical features of the site and market conditions may be warranted thru out the development timeline of this property. However, the general layout of roads, villages, stormwater ponds and wetland/ buffer locations shown on the conceptual master plan will be followed.
2. The property contains lands identified as zone A, flood plain. A flood study will need to be performed to determine the elevation and extent of the flood plain.
3. The property will be developed in multi phases. Phase lines shown on the conceptual master plan are approximate and will be determined/confirmed at the time of final subdivision plan submittal for each phase.
4. The total number of various lot sizes and home types are approximate and may be adjusted with the refinement of plans provided that the maximum number of units does not exceed 1,700.
5. Recreation will be provided in the form of a community recreation center and pocket parks. Pocket parks will be located within the residential villages. Pocket parks may be wholly in a particular village or as a shared park with the adjacent village.
6. All villages with 40' lots and villa lots will contain on street visitor parking. The amount and location of visitor parking will be determined on the final subdivision plan for those individual villages. A minimum of one (1) on street visitor parking is provided on these plans.
7. The site identified as institutional on the conceptual master plan can be used as a school site provided acceptance of the site by the Lake County School Board. Other uses include charter school, open space, drainage, residential and other community-oriented uses.
8. Development standards for the commercial site will be determined at the time of site plan submittal for the commercial property.
9. Architecture standards and guidelines for the residential villages will be submitted with the plat or in conjunction with the submittal of the final subdivision plan.
10. The limits of all wetland areas will be reviewed and approved by St. Johns River Water Management District. Any impacts to the designated wetlands will be permitted and approved by the Water Management District.
11. All common areas will be owned and maintain by a homeowner's association.
12. All roads and utilities within this development will be dedicated to the public.
13. The location and size of the stormwater ponds shown on the conceptual master plan are approximate and will be refined with the design of each phase of development.
BAR KEY PHASING PLAN
BAR KEY PUD DATA TABLE
BAR KEY COMMERCIAL DESIGN STANDARDS
45' Villa Typical Lot Detail
50'x115' Typical Lot Detail
Villa Typical Lot Detail
Townhome Typical Lot Detail
Typical Guest Parking Detail for 45' & Villas Lots
On-Street Parallel Parking at the end each block within 50' Right of way:
Local Street
50' R/W
Team Members
daly design group inc.
Urban Planning • Landscape Architecture • Project Management
913 N Pennsylvania Ave, Winter Park, FL 32789
Phone 407.740.7373 • www.dalydesign.com
Developer
NVR/Ryan Homes
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Orlando, FL. 32811
(407) 862-4833
Contact: Guy Trussell
Urban Planner
Tangent Planning Strategies LLC
1538 E Hooker Ave
Tarpon Springs, FL. 34689
(727) 642-2030
Contact: Cyndi Tangent
Engineer/Surveyor
Hall
1900 North Sinclair Avenue
Tavares, Florida 32778
(352) 343-8481
Contact: Duane Booth
Landscape Architect / Land Planner
Daly Design Group
913 N Pennsylvania Ave
Winter Park, Florida 32789
(407) 740-7373
Contact: Tom Daly
SHEET INDEX
SHEET
DESCRIPTION
MP-01
Master Development Plan
21241

Bar Key
Leesburg, FL
Legend
Villa Lots (IncludingTownhomes) 482 units
45 x 115 Single Family Lots 558 units
50 x 115 Single Family Lots 660 units
Commercial Development 26.43 ac /137,000 sf
Institutional Site 20.0 ac
Multi-Use Trail
Master Development Plan
daly design group
Urban Planning : Landscape Architecture : Project Management
913 N Pennsylvania Ave, Winter Park Florida 32789
Phone 407.740.7373 : www.dalydesign.com
Job No.: 21241 Scale: 1/400 Date: 06.01.2022
NORTH
MP-01
Dewey Robbins RD
US HWY 27
Florida Turnpike
Project Entrance Feature
25' Buffer
Phase I
Phase II
Phase III
Multi-Use Trail
Community Amenity Center 5 AC.
Mulehead Lake
Lake Lucille
Wetland Line
Wetland Buffer
Commercial 26 ac
Institutional Site 20 ac
Urban Low Density
Rural Transition A
Rural A
RP
PUD
Nicholson Property


NVR - Business Use Only
Lynn Haven– 2,797 sq. ft.
Max Foot Print
Width: 40'
Depth: 61'
50' lot product

Panama – 2,021 sq. ft.







Max Foot Print
Width: 40'
Depth: 71'

50' lot product

NVR - Business Use Only

Windermere – 2,421 sq. ft.







Max Foot Print
Width: 30'
Depth: 63'

45' lot product

NVR - Business Use Only

Glen Ridge – 1,888 sq. ft.







Max Foot Print
Width: 30’
Depth: 54’

45’ lot product

NVR - Business Use Only

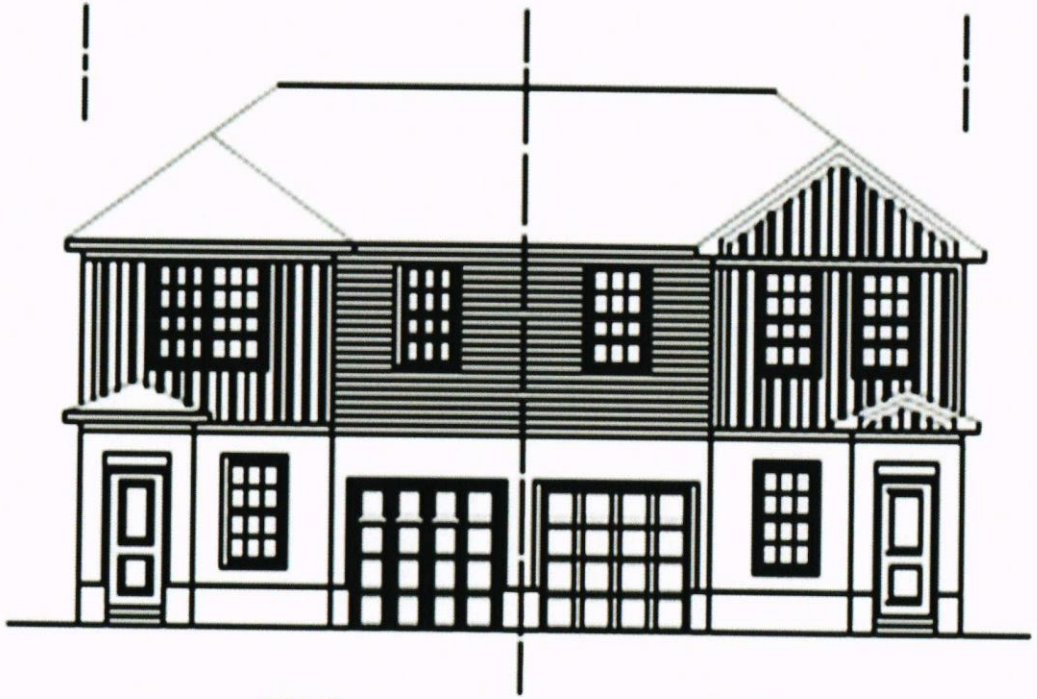
Winterhaven Paired Villa (1507)



70’ or TH’ lot product

NVR - Business Use Only

Neptune 2 unit Villa

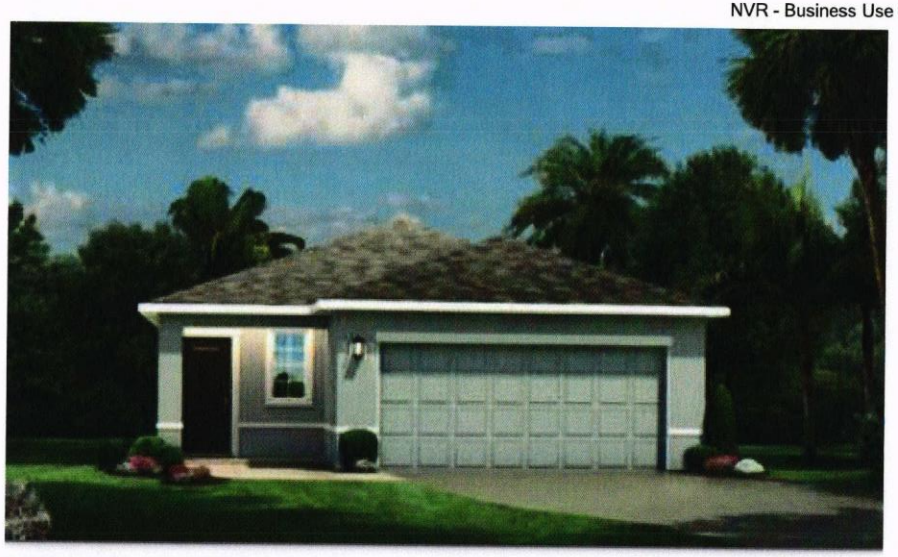


70’ or TH’ lot product

NVR - Business Use Only

Century – 1,516 sq. ft.







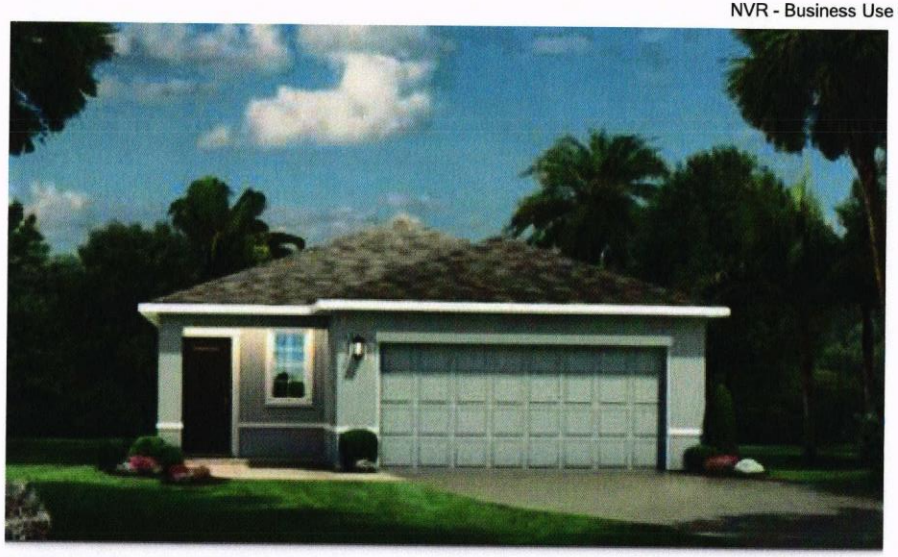
Max Foot Print
Width: 30’
Depth: 70’

45’ lot product

NVR - Business Use Only

Century – 1,516 sq. ft.







Max Foot Print
Width: 30’
Depth: 70’

45’ lot product

NVR - Business Use Only

Hadley Bay– 2,748 sq. ft.







Max Foot Print
Width: 40’
Depth: 61’

50’ lot product

EXHIBIT E
DARK SKY LIGHTING (Acceptable designs)

TYPICAL DARK SKY LIGHTING FIXTURES



Bar Key PUD

Master Development Plan

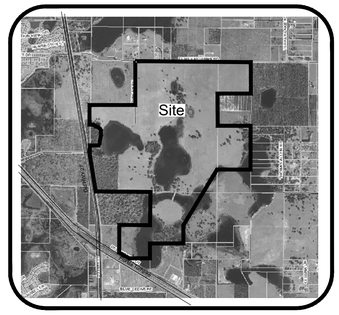
PARCEL ID #

06-21-25-0001-000-00100, 07-21-25-0001-000-00100,
05-21-25-0003-000-04500 & 05-21-25-0002-000-00500

Leesburg, Florida
June, 2022

Prepared For:
NVR/Ryan Homes
4307 Vineland Road, Suite H-22
Orlando, Fl, 32811

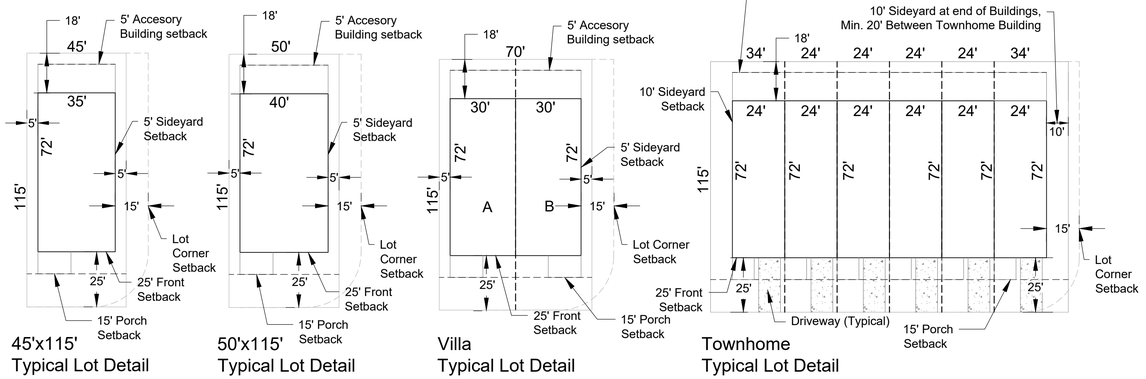
Revisions

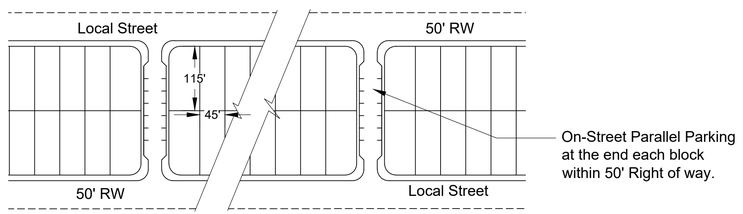


Location Map
NORTH
NTS

General Notes:

1. The Master Development Plan will be use as a guide for the development of this property. Revisions based upon the physical features of the site and market conditions may be warranted thru out the development timeline of this property. However, the general layout of roads, villages, stormwater ponds and recreational facilities shown on the conceptual master plan will be followed.
2. The property contains lands identified as zone A, flood plain. A flood study will need to be performed to determine the elevation and extent of the flood plain.
3. The property will be developed in multi phases. Phase lines shown on the conceptual master plan are approximate and will be determined/confirmed at the time of final subdivision plan submittal for each phase.
4. The total number of various lot sizes and home types are approximate and may be adjusted with the refinement of plans provided that the maximum number of units does not exceed 1,700
5. Recreation will be provided in the form of a community recreation center and pocket parks. Pocket parks will be located within the residential villages. Pocket parks may lie wholly in a particular village or as a shared park with the adjacent village.
6. All villages with 45' lots and villa lots will contain on street visitor parking. The amount and location of visitor parking will be determined on the final subdivision plan for these individual villages. An example of the proposed visitor parking is identified on these plans.
7. The site identified as institutional on the conceptual master plan can be used as a school site provided acceptance of the site by the Lake County School Board. Other uses include charter school, open space, drainage, residential and other community-oriented uses.
8. Development standards for the commercial site will be determined at the time of site plan submittal for the commercial property.
9. Architectural standards and guidelines for the residential villages will be reviewed by the city prior to or in conjunction with the submittal of the final subdivision plan.
10. The limits of all wetland areas will be reviewed and approved by St. Johns River Water Management District. Any impacts to the designated wetlands will be permitted and approved by the Water Management District.
11. All common areas will be owned and maintain by a homeowner's association.
12. All roads and utilities within this development will dedicated to the public.
13. The location and size of the stormwater ponds shown on the conceptual master plan are approximate and will be refined with the design of each phase of development.





Typical Guest Parking Detail for 45' & Villas Lots

BAR KEY PHASING PLAN

Phase/ Parcel	Lot Type	Units
Phase 1 2024-2026		
Parcel 1	70' Villas	125
Parcel 2	50' Single Family	97
Parcel 3	70' Villas	154
Parcel 4	45' Single Family	112
Parcel 5	50' Single Family	97
Phase 1 Total		**585 du**
Phase 2 2026-2028		
Parcel 6	45' Single Family	122
Parcel 7	45' Single Family	159
Parcel 8	70' Villas	190
Parcel 9	50' Single Family	89
Phase 2 Total		**560 du**
Phase 3 2028-2030		
Parcel 10	45' Single Family	61
Parcel 11	50' Single Family	202
Parcel 12	50' Single Family	108
Parcel 13	45' Single Family	109
Parcel 14	50' Single Family	75
Phase 3 Total		**555 du**
Commercial Parcel 2024-2030		**137,000 sf**
Project Total		**1,700 du 137,000 sf Commercial**

BAR KEY COMMERCIAL DESIGN STANDARDS

Maximum Parcel Development *Note:* Development regulated through maximum development only without any FAR or ISR restrictions for individual lots.	137,000 sf
Minimum Lot Size	20,000 sf
Minimum Lot Width	100'
Maximum Height	35'
Setbacks- Overall Commercial Parcel	25'
• US 27	25'
• North, South & East Boundaries	25'
Setbacks- Individual Commercial Lots	
• Front- For Internal Lots Only	15'
• Sides	5'
• Rear	10'

BAR KEY PUD SITE DATA TABLE

Site Size	717.82 acres • 531.36 ac Uplands • 186.47 ac Wetlands	
	Existing	**Proposed**
Future Land Use Plan Category	Lake County Rural Transition	City of Leesburg Estate Residential
Zoning Category	Lake County Agriculture	City of Leesburg PUD
Residential Density	4 du/ gross acre Per Estate Residential Plan Category	2.5 u/ acre
Proposed PUD Development		
Proposed Development	1,700 residential units • 45' Single Family Detached Lots • 50' Single Family Detached Lots • 70' Villas/ Townhomes 137,000 sq ft Commercial Development Institutional Site	484.93 ac Total 558 units 660 units 482 units 26.43 ac 20.0 ac
Residential Recreational Area	Required Per Unit: 200 sf Required for Project: 7.8 acres Provided: 12 acres total	Recreational Areas with Estimated Sizes: • Community Amenity Center 5 ac • Multi-Use Trail 3.5 ac total • Neighborhood Parks 3.5 ac total
Open Space	Required: 30% of Site Required for Project: 215 ac Provided: 36% of Site 259 ac	Includes: Open Space, Buffers, Recreational Areas, Ponds & Wetlands
Flood Zone	Portions of the Property are located within Flood Zone A.	
Perimeter Buffer	25' Landscaped Buffer on All Project Boundaries	
Wetland Buffer	Required: 25' minimum & 50' average Provided: 25' minimum & 50' average	

BAR KEY RESIDENTIAL DESIGN STANDARDS

Standard	45' Single Family Detached Home Villages 4, 6, 7, 10 & 13	50' Single Family Detached Home Villages 2, 5, 9, 11, 12 & 14	70' Villa & Townhome Villages 1, 3 & 8
Minimum Lot Width	45'	50'	70' *
Minimum Lot Depth	115'	115'	115' *
Minimum Lot Size	5,000 sf	5,750 sf	8,000 sf *
Minimum Habitable Size	1,300 sf	1,500 sf	1,300 sf
Maximum Height	35'	35'	35'
Setbacks			
• Front- Principal Structure	25'	25'	25'
• Front- Porch	15'	15'	15'
• Side- Internal Lot	5'	5'	5'- Villa 10'- Townhome
• Side- Corner Lot/ Secondary Street	15'	15'	15'
• Rear	18'	18'	18'
• Accessory Structures- Side & Rear	5'	5'	5'

* The Minimum Lot Width, Lot Depth and Lot Size for Villa and Townhomes styles apply to the Zoning Lot upon which the building is located. The Villas will contain 2 units in each building on a Zoning Lot and the Townhomes will contain between 3 and 6 units per building on a Zoning Lot.

daly design group inc.
Urban Planning • Landscape Architecture • Project Management
913 N Pennsylvania Ave, Winter Park, FL 32789
Phone 407.740.7373 • www.dalydesign.com

Team Members

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Contact: Guy Trussell

Urban Planner
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Tarpon Springs, FL. 34689
(727) 642-2030
Contact: Cyndi Tarapani

Engineer/Surveyor
Halff
902 North Sinclair Avenue
Tavares, Florida 32778
(352) 343-8481
Contact: Duane Booth

Landscape Architect / Land Planner
Daly Design Group
913 N Pennsylvania Ave
Winter Park, Florida 32789
(407) 740-7373
Contact: Tom Daly

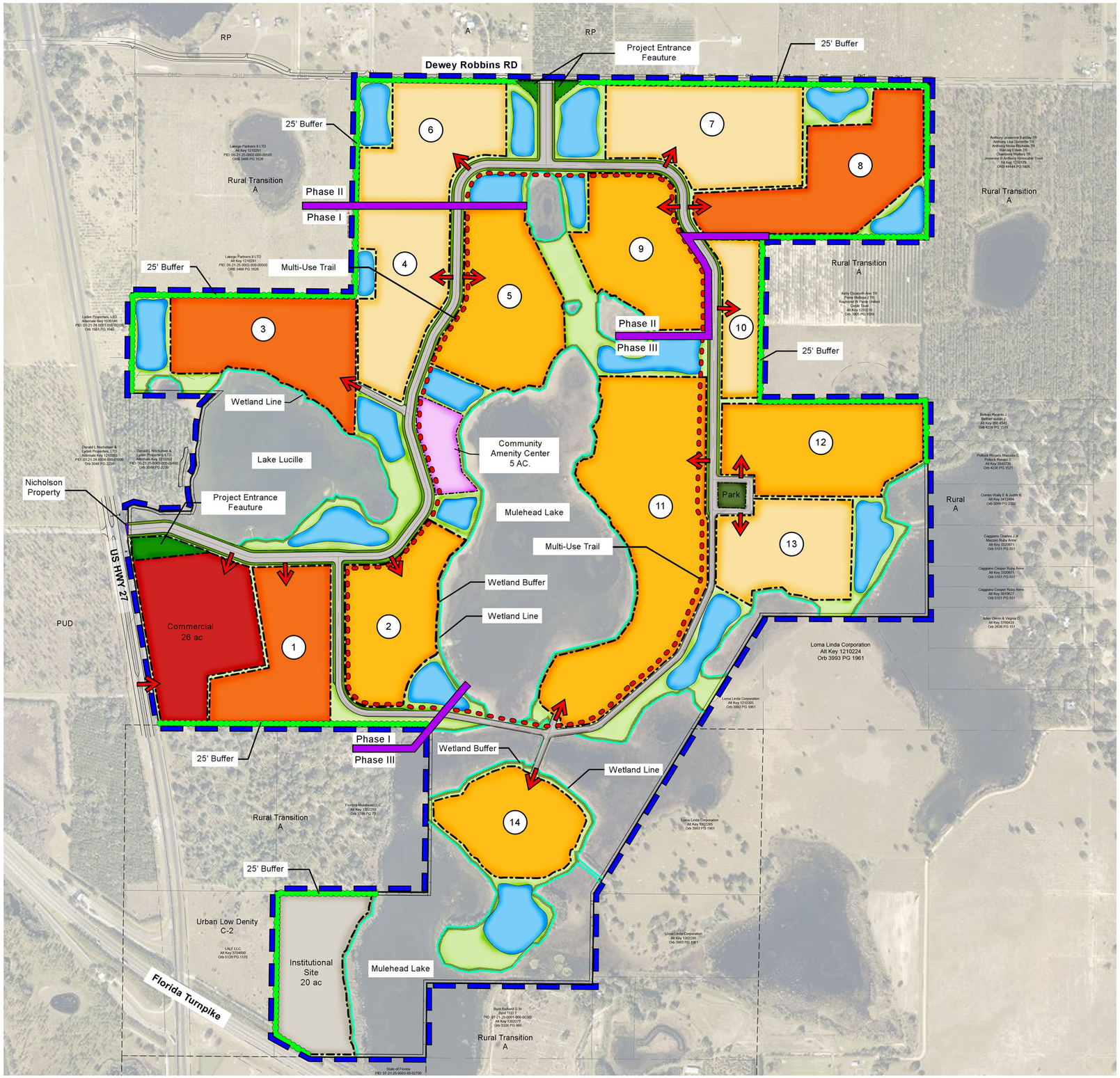
SHEET INDEX

SHEET	DESCRIPTION
MP-01	Master Development Plan

21241

Bar Key

Leesburg, FL



Legend

	Villa Lots (IncludingTownhomes)	482 units
	45 x 115 Single Family Lots	558 units
	50 x 115 Single Family Lots	660 units
	Commercial Development	26.43 ac /137,000 sf
	Institutional Site	20.0 ac
	Multi-Use Trail	

Master Development Plan

daly design group
Urban Planning · Landscape Architecture · Project Management
913 N Pennsylvania Ave, Winter Park Florida 32789
Phone 407.740.7373 · www.dalydesign.com

Job No.: 21241 Scale: 1/400 Date: 06.01.2022

NORTH

NVR - Business Use Only

Bar Key Groves

Product Presentation

6/1/22

Lynn Haven– 2,797 sq. ft.







Max Foot Print
Width: 40’
Depth: 61’

50’ lot product

NVR - Business Use Only

Panama – 2,021 sq. ft.







Max Foot Print
Width: 40’
Depth: 71’

50’ lot product

Windermere – 2,421 sq. ft.







Max Foot Print
Width: 30’
Depth: 63’

45’ lot product

Glen Ridge – 1,888 sq. ft.







Max Foot Print
Width: 30’
Depth: 54’

45’ lot product

NVR - Business Use Only

Winterhaven Paired Villa (1507)



70’ or TH’ lot product

NVR - Business Use Only

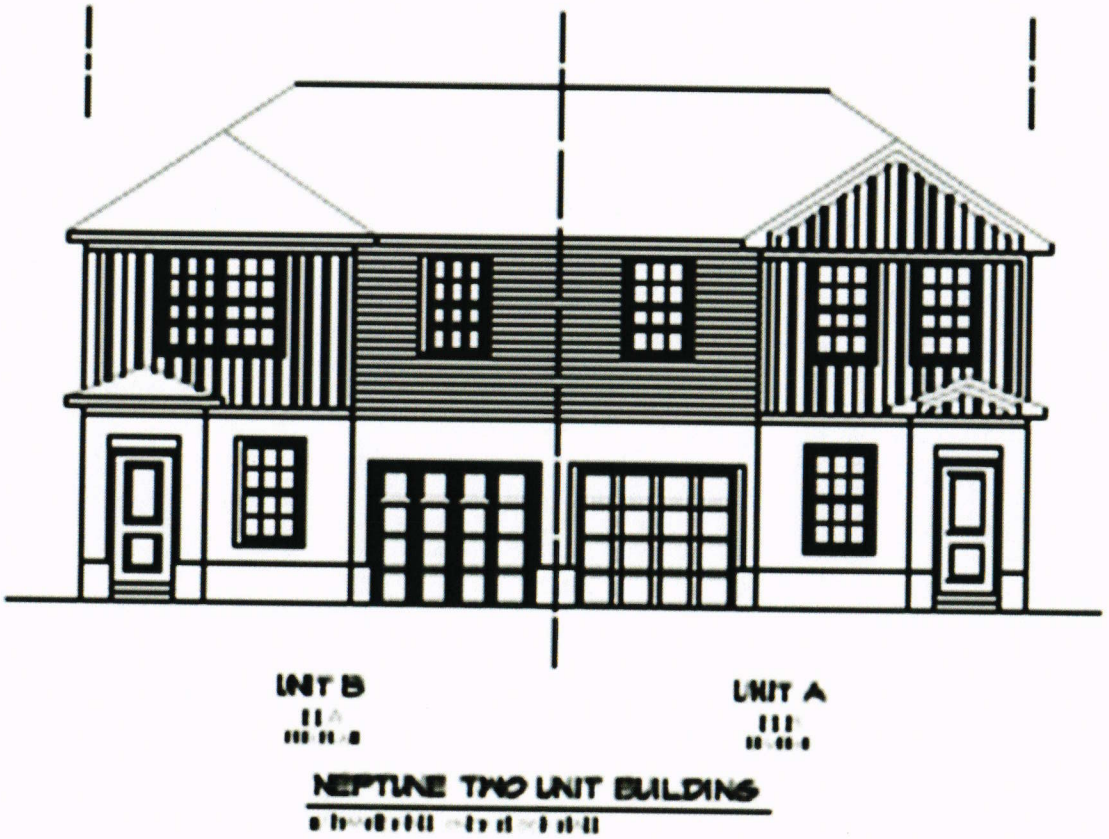
Neptune 4 unit TH (1576)



70’ or TH’ lot product

NVR - Business Use Only

Neptune 2 unit Villa



70’ or TH’ lot product

NVR - Business Use Only

Century – 1,516 sq. ft.







Max Foot Print
Width: 30’
Depth: 70’

45’ lot product

NVR - Business Use Only

Hillcrest – 2,154 sq. ft.







Max Foot Print
Width: 30’
Depth: 55’

45’ lot product

NVR - Business Use Only

Baymont – 1,549 sq. ft.







Max Foot Print
Width: 40’
Depth: 67’

50’ lot product

NVR - Business Use Only

Hadley Bay– 2,748 sq. ft.

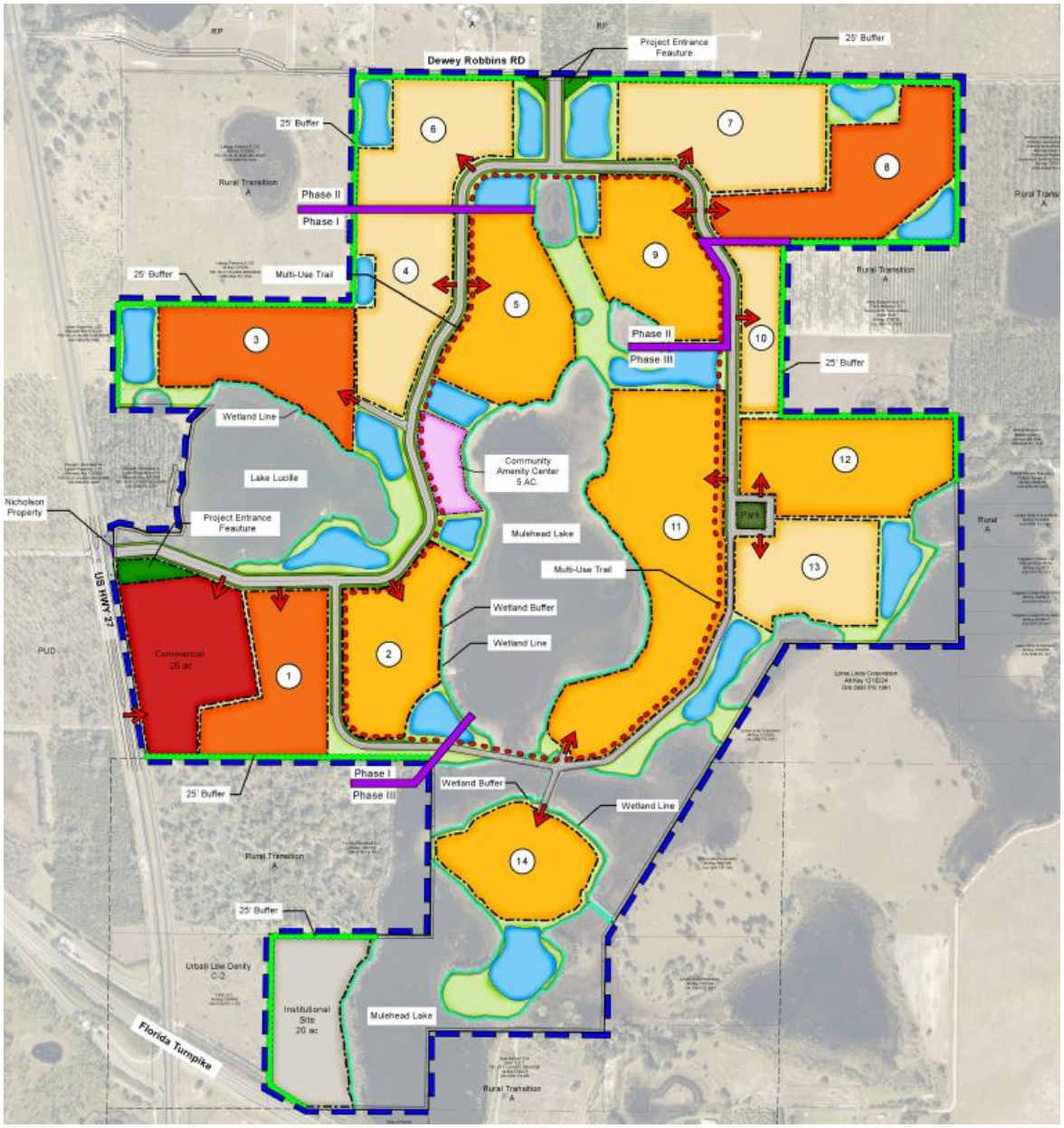






Max Foot Print
Width: 40’
Depth: 61’

50’ lot product



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	Commercial Development	26.43 ac /137,000 sf
	Institutional Site	20.0 ac
	Multi-Use Trail	

CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS

DATE:	July 21, 2022
OWNER:	Bar-Key Groves, Inc.
PETITIONER:	NVR, Inc., Cynthia Tarapani, Tarapani Planning Strategies
PROJECT:	Bar-Key Groves
REQUEST:	Rezoning from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development)
CASE NO.:	PUD-22-289

THE PLANNING & ZONING DIVISION RECOMMENDS:

<u>APPROVAL</u> of this request for the following reason(s):

1. The proposed request is compatible with the current surrounding zoning districts of City of Leesburg PUD (Planned Unit Development), and with Lake County A (Agriculture), PUD (Planned Unit Development) and C-2 (Community Commercial District). As conditioned, the proposed use does not appear to be detrimental to surrounding properties.

2. The proposed zoning district of City of Leesburg PUD (Planned Unit Development) as conditioned and as shown in the attached "Exhibit A" is compatible with the existing City of Leesburg Future Land Use designations of Estate Residential and General Commercial and with Lake County Regional Office, Urban Low Density, Rural Transition, and Lake County Rural.

3. The rezoning of the subject property is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, and Objective 1.6.

Action Requested:

1. Vote to approve staff's recommendation to rezone the subject property from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) and forward the recommendation to the City Commission for consideration.

CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY

DATE: July 5, 2022
OWNER: Bar-Key Groves, Inc.
PETITIONER: NVR, Inc., Cynthia Tarapani, Tarapani Planning Strategies
PROJECT: Bar-Key Groves
REQUEST: Large Scale Comprehensive Plan Amendment and PUD (Planned Unit Development)
CASE NO.: LSCP 22-288; PUD-22-289

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 7/15/22

FIRE

No comments received as of 7/15/22

ELECTRIC

Leesburg Electric has no objections, this outside our service territory. Steve Davis 7/6/22

GAS

Natural gas is available and directed per city ordinance. Thank you, Brandon Smith 7/11/22

GIS

GIS has no comments. Tammy Magamoll 7/6/22

BUILDING

No comments received as of 7/15/22

PUBLIC WORKS

Public Works has no issues with this! Clifford Kelsey 7/7/22

ADDRESSING

No comments received as of 7/15/22

ECONOMIC DEVELOPMENT

No comments received as of 7/15/22

LAKE COUNTY PUBLIC WORKS

Attached is the comment letter from Lake County Public Works Department. Please let me know if you have any questions. Thanks, Seth Lynch 7/19/22

LAKE COUNTY SCHOOLS

No comments received as of 7/15/22

PUBLIC RESPONSES

Approval

2 approvals 1 with comment/1 without comment (Ray Kemp)

Disapproval

No comments received as of 7/15/22

No comment

No comments received as of 7/15/22

Notice of Appearance filed: 1

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

Rodney Hollingsworth Jr. – We approve provided our access is maintained or improved.

PUBLIC COMMENTS (DISAPPROVAL)

CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY

DATE: July 21, 2022
OWNER: Bar-Key Groves, Inc.
PETITIONER: NVR, Inc., Cynthia Tarapani, Tarapani Planning Strategies
PROJECT: Bar-Key Groves
REQUEST: Large Scale Comprehensive Plan Amendment; PUD (Planned Unit Development)
CASE NO.: LSCP-22-288; PUD-22-289

GENERAL LOCATION: East of US Highway 27, south of Dewey Robbins Road and north of Florida's Turnpike.

FUTURE LAND USE DESIGNATION: Lake County Rural, Rural Transition and Regional Office

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Lake County Rural; Lake County Rural Transition, City of Leesburg Estate Residential
South – Lake County Rural Transition, Lake County Regional Office, City of Groveland ISBA
East – Lake County Rural
West – Lake County Regional Office, Lake County Urban Low Density, City of Leesburg General Commercial

PROPOSED FUTURE LAND USE DESIGNATION: Neighborhood Mixed Use

EXISTING ZONING DESIGNATION: Lake County A (Agriculture)

SURROUNDING ZONING DESIGNATIONS:

North – Lake County A (Agriculture), City of Leesburg PUD (Planned Unit Development)
South – Lake County A (Agriculture), City of Leesburg PUD (Planned Unit Development); City of Groveland ISBA
East – Lake County A (Agriculture), City of Groveland ISBA
West – Lake County A (Agriculture), Lake County PUD (Planned Unit Development), Lake County C-2 (Community Commercial District), City of Leesburg PUD (Planned Unit Development)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

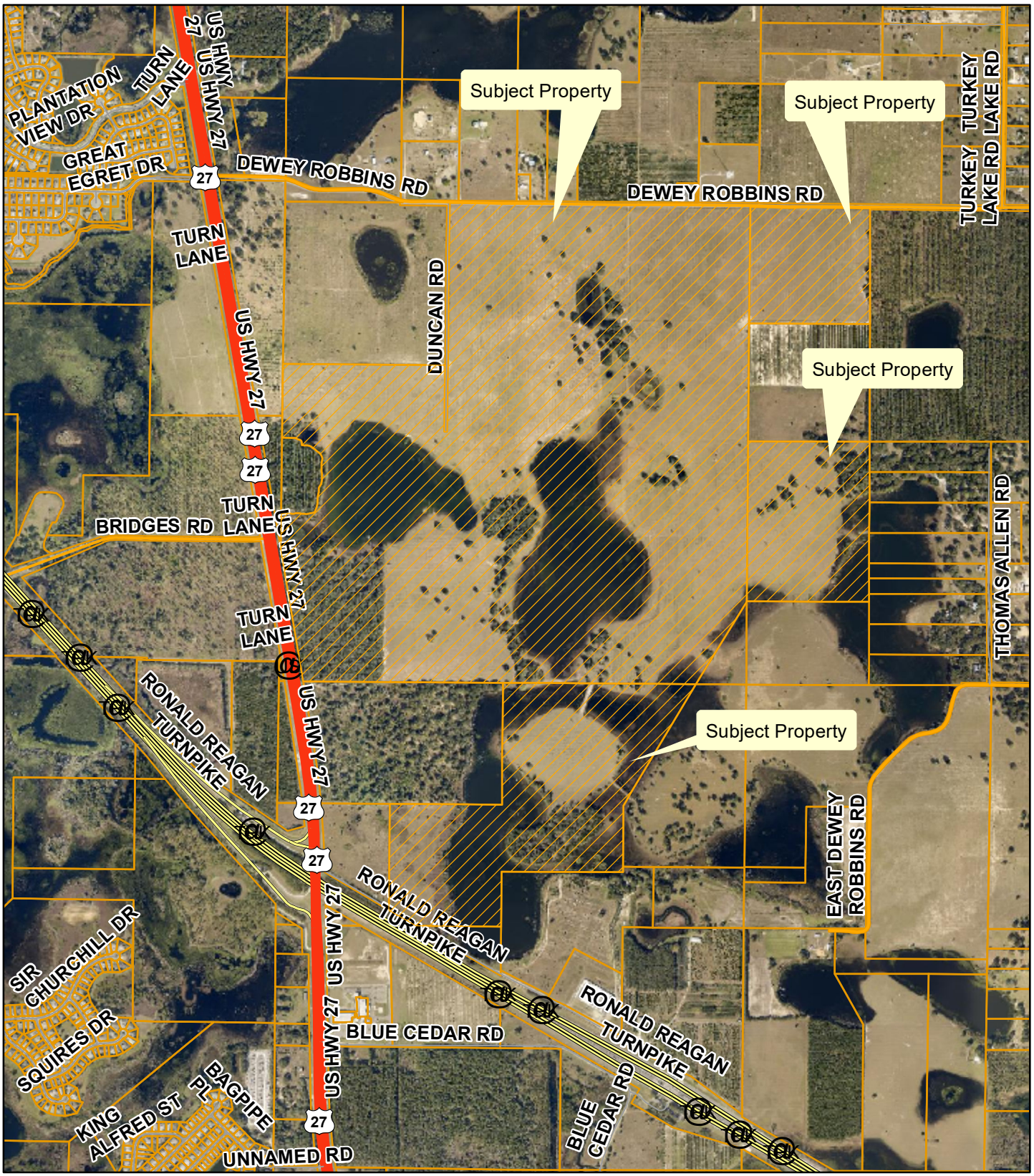
EXISTING LAND USE: Pasture

SURROUNDING EXISTING LAND USE:

North – Residential, Groves, Pasture
South – Residential, Groves, Pasture, Timber, Hospital (south of Florida's Turn Pike)
East – Pasture, Residential, Grove, Timber
West – Pasture, Timber, Grove, Crop Land

PROPOSED LAND USE: Commercial and residential development

Aerial



Planning & Zoning Division

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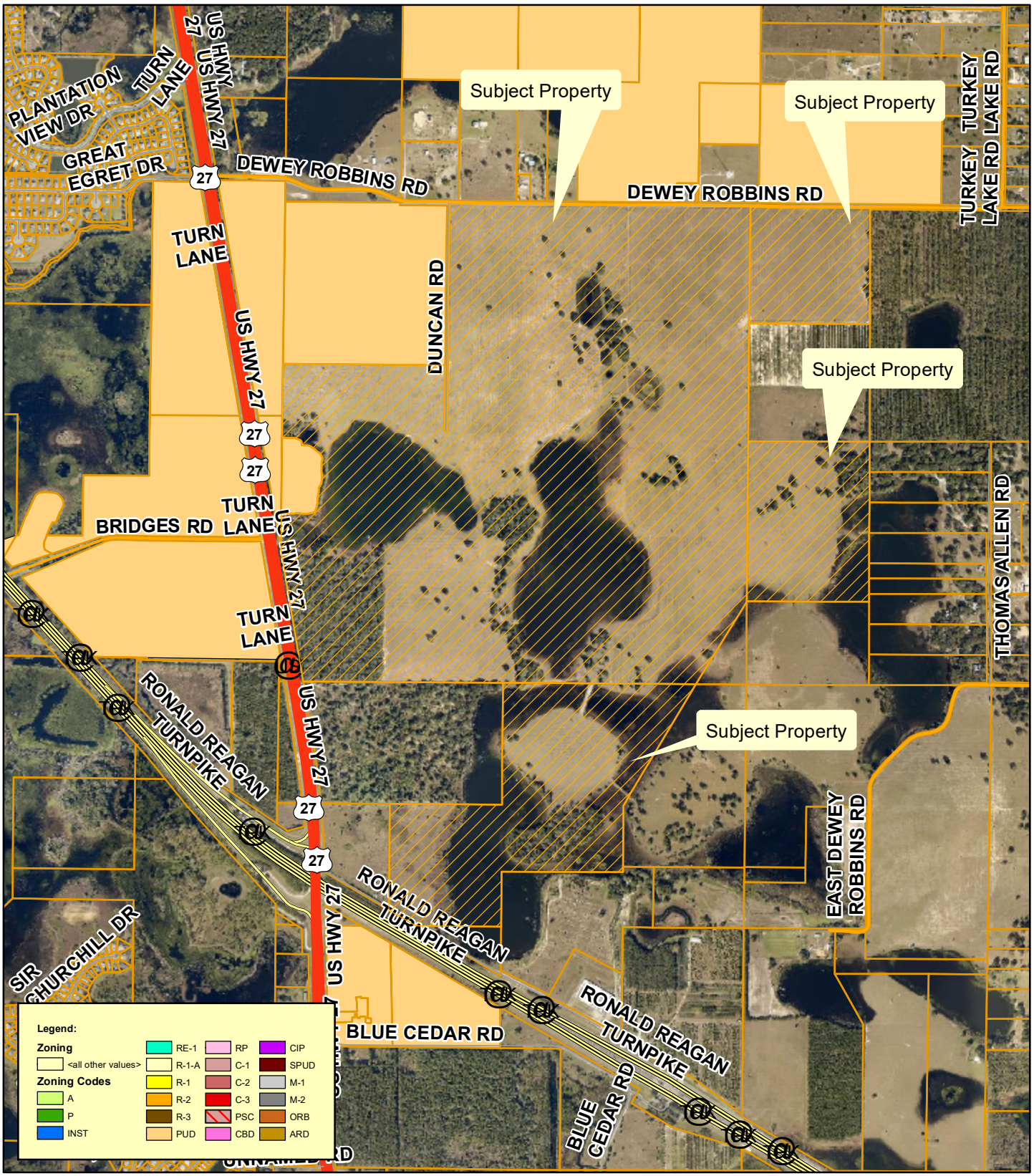
0 325 650 975 1,300
Feet

Bar-Key Groves
23220 U.S. Highway 27
AK#: 1210259; 1780951; 3884286; 1302226
Sections 05, 06, 07, Township 21 South, Range 25 East
June 15, 2022

Zoning



Planning & Zoning Division

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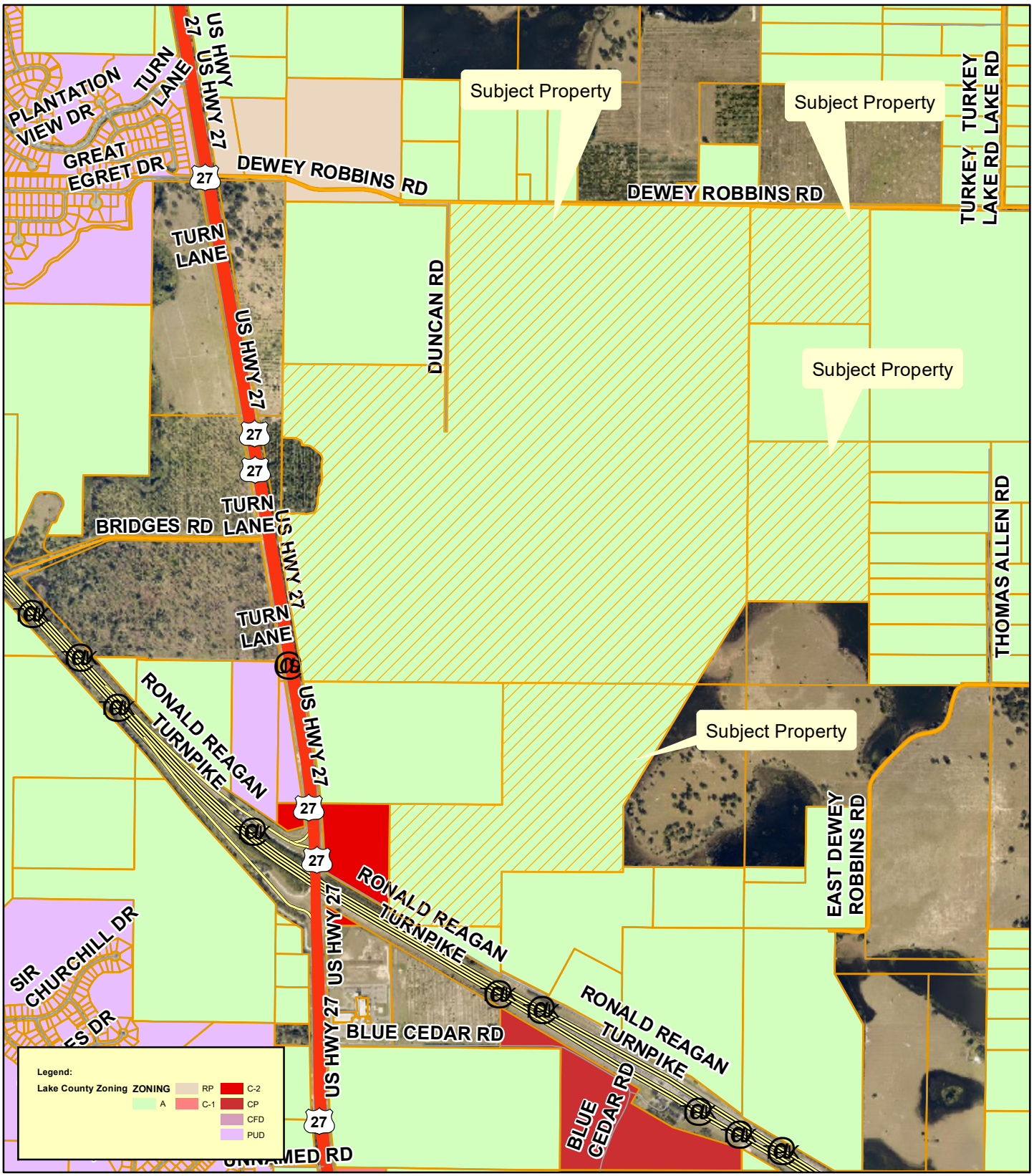
Bar-Key Groves
23220 U.S. Highway 27
AK#: 1210259; 1780951; 3884286; 1302226
Sections 05, 06, 07, Township 21 South, Range 25 East
June 15, 2022

Lake County Zoning



Planning & Zoning Division

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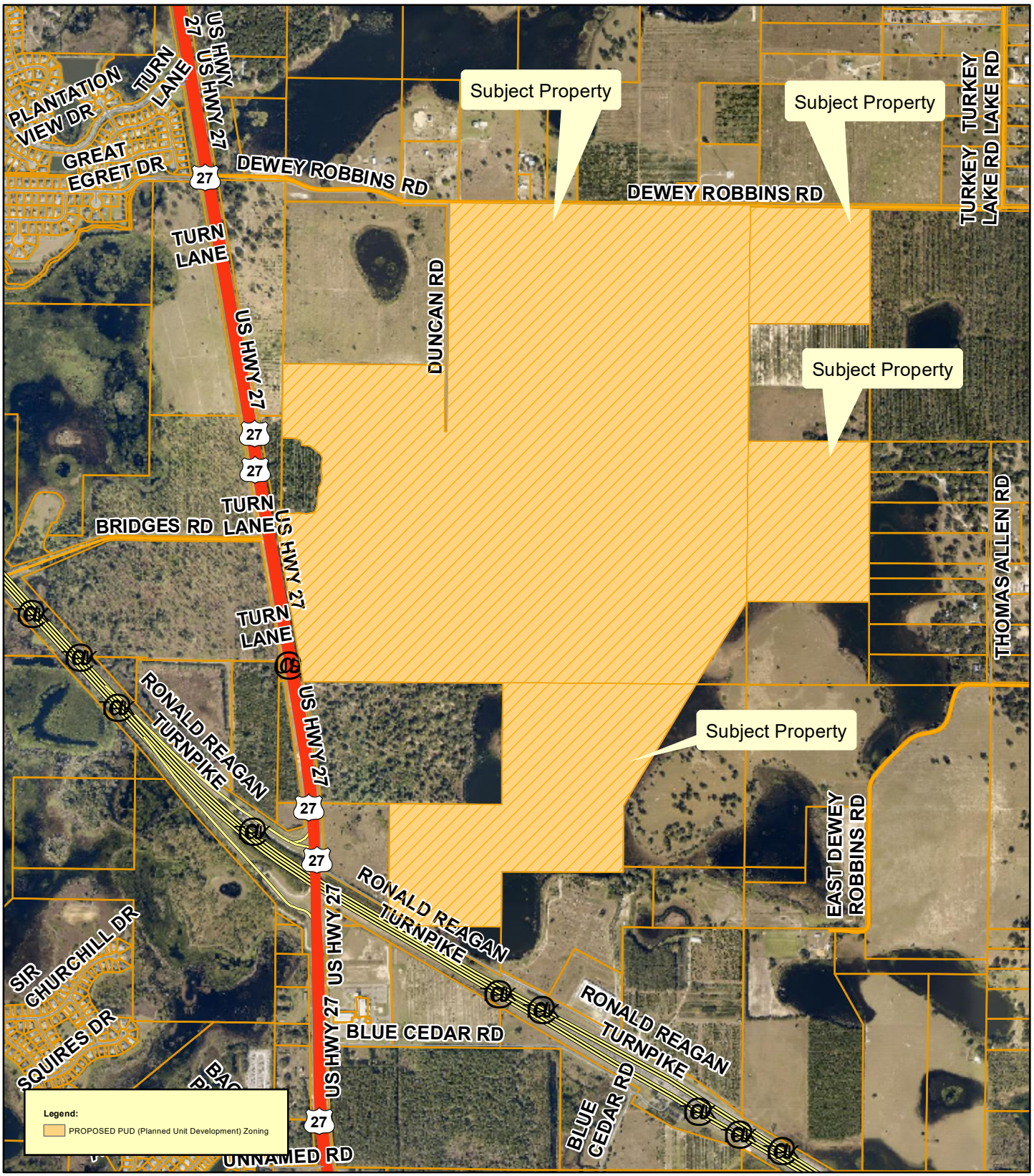
Bar-Key Groves
23220 U.S. Highway 27
AK#: 1210259; 1780951; 3884286; 1302226
Sections 05, 06, 07, Township 21 South, Range 25 East
June 15, 2022

PROPOSED PUD (Planned Unit Development) Zoning



Planning & Zoning Division

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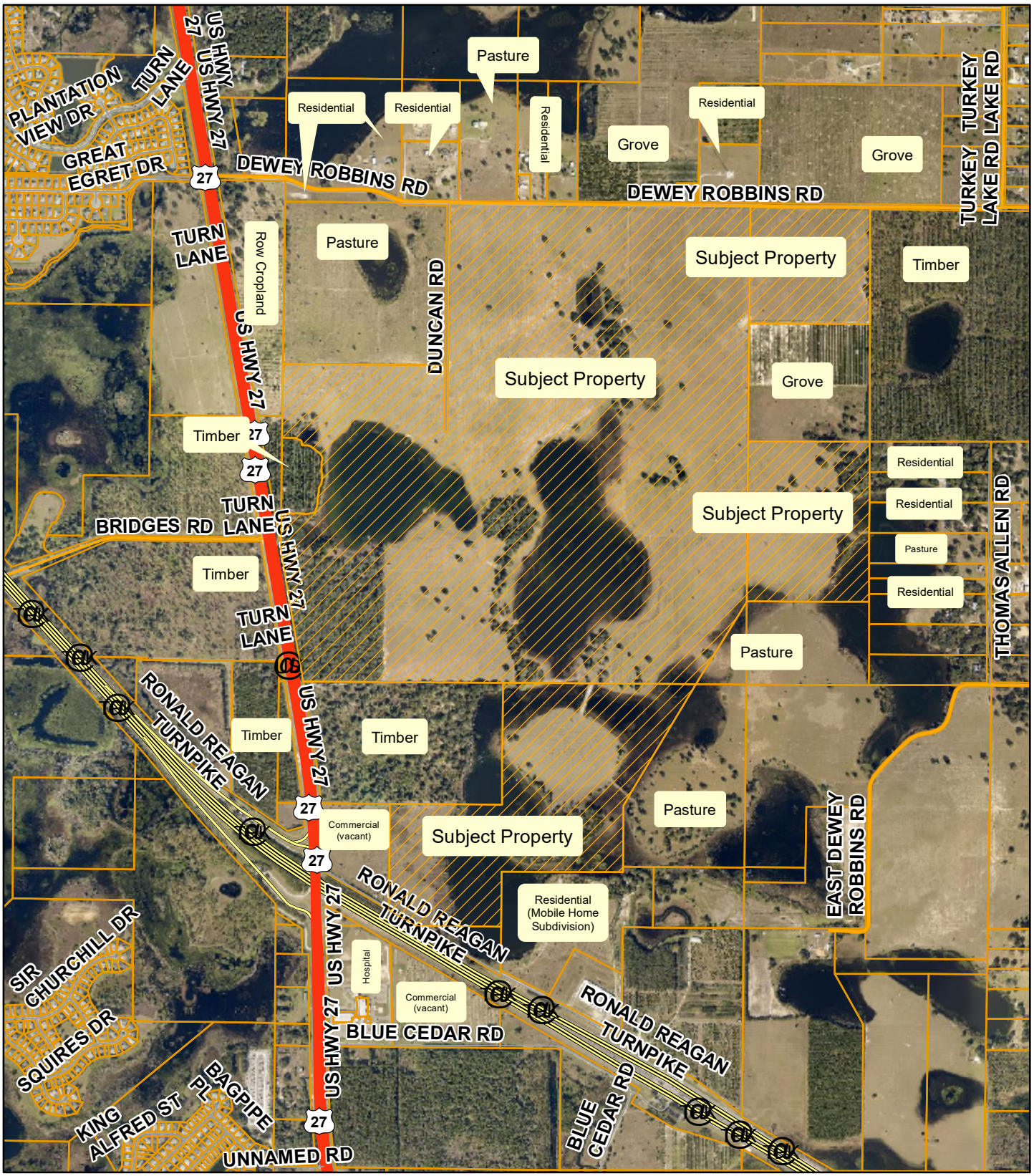
Bar-Key Groves
23220 U.S. Highway 27
AK#: 1210259; 1780951; 3884286; 1302226
Sections 05, 06, 07, Township 21 South, Range 25 East
June 15, 2022

Surrounding Existing Land Uses



Planning & Zoning Division

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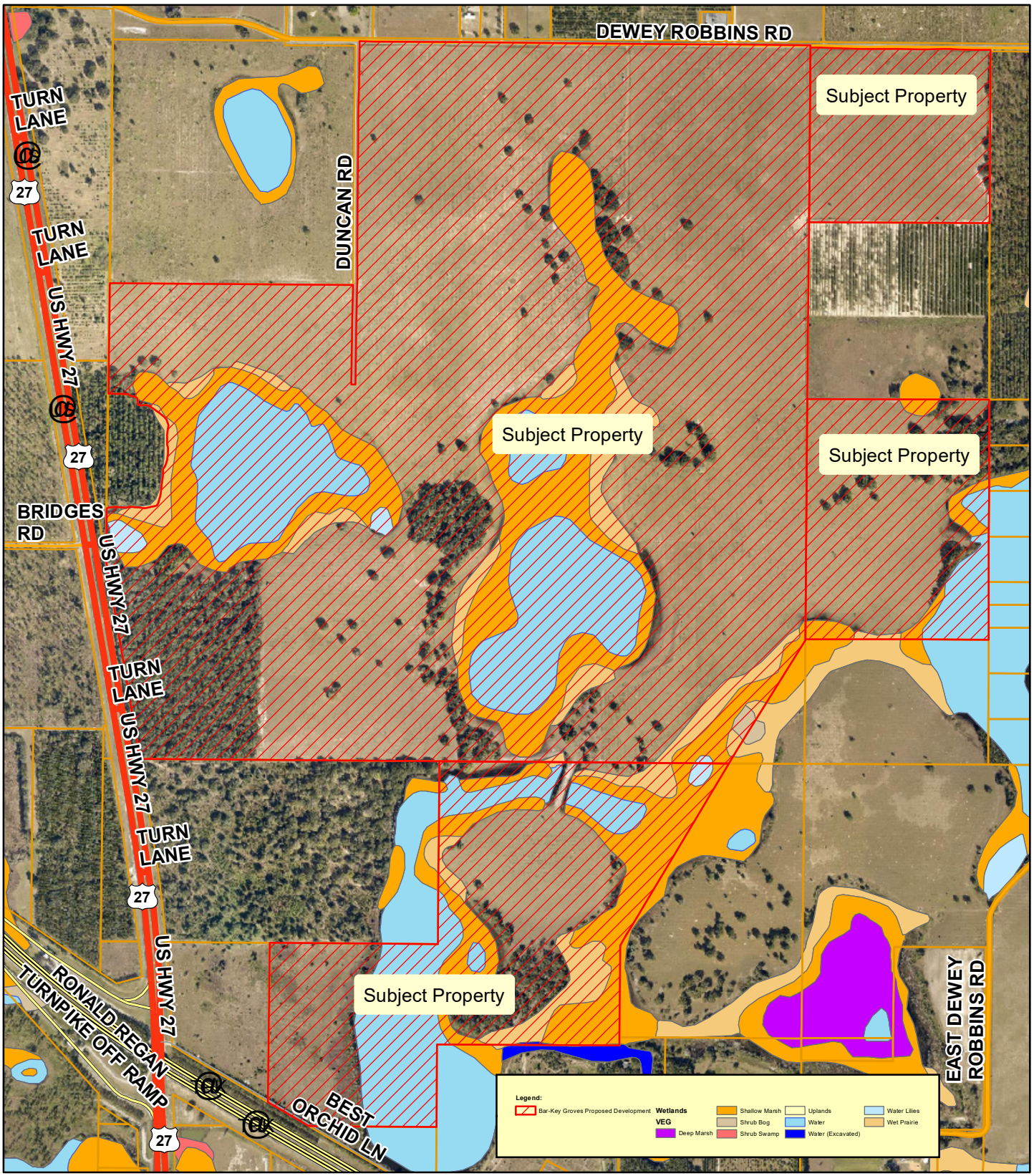
Feet

Bar-Key Groves
23220 U.S. Highway 27
AK#: 1210259; 1780951; 3884286; 1302226
Sections 05, 06, 07, Township 21 South, Range 25 East
June 15, 2022

Wetlands



Planning & Zoning Division

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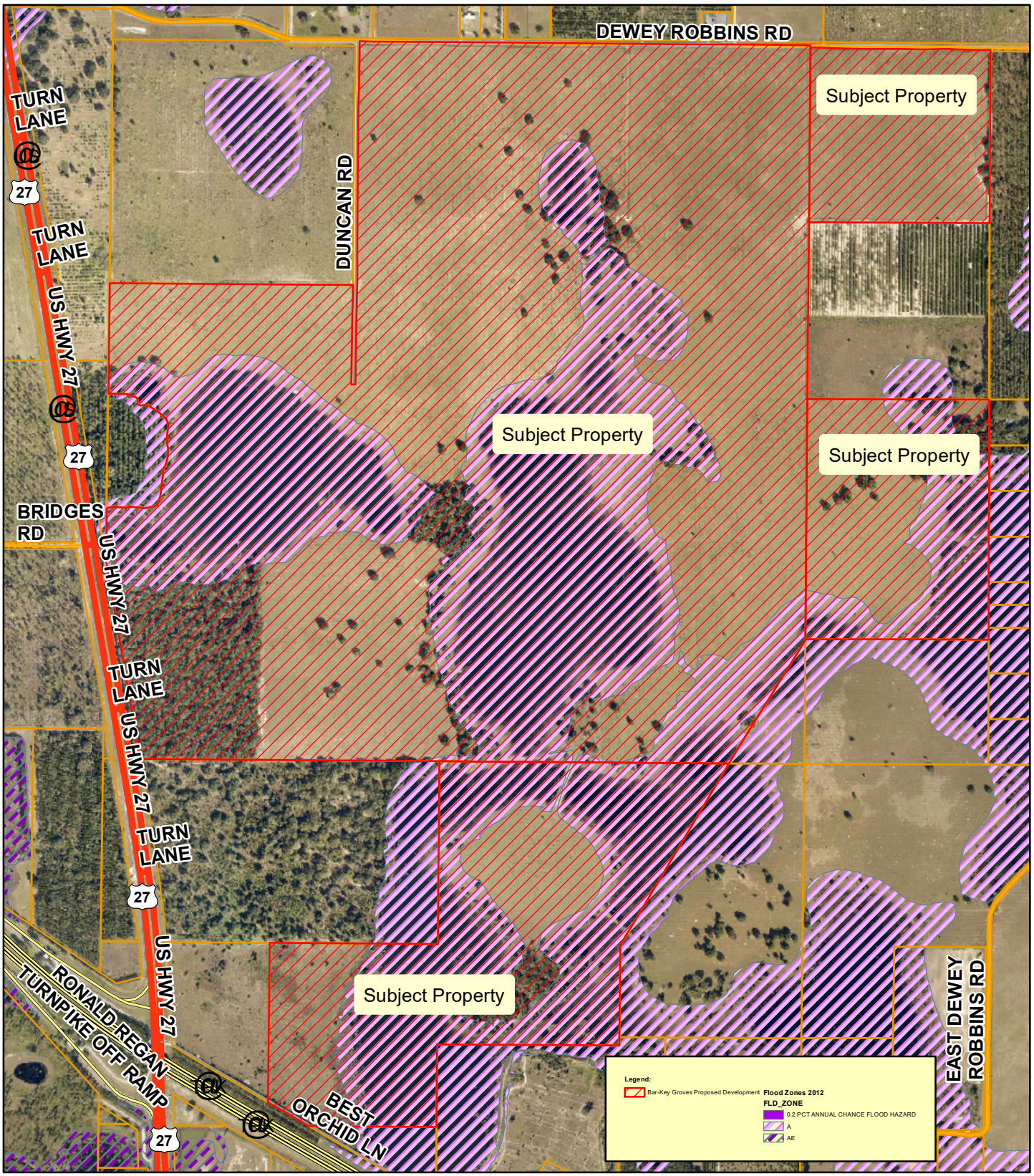
Feet

Bar-Key Groves
23220 U.S. Highway 27
AK#: 1210259; 1780951; 3884286; 1302226
Sections 05, 06, 07, Township 21 South, Range 25 East
June 15, 2022

Flood Zones



Planning & Zoning Division

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Bar-Key Groves
23220 U.S. Highway 27
AK#: 1210259; 1780951; 3884286; 1302226
Sections 05, 06, 07, Township 21 South, Range 25 East
June 15, 2022

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.A.7.

Meeting Date: November 14, 2022

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 55+/- acres; and being generally located west of County Road 44 and south of East Treasure Island Avenue, lying in Section 01, Township 19 South, Range 25 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 1; and providing an effective date. (Treasures Trove)

Staff Recommendation:
The Planning and Zoning staff and the Planning Commission recommend approval of the proposed ordinance for annexation of Treasures Trove.

Analysis:
The applicant has submitted a request for annexation of approximately 55 acres of land generally located west of County Road 44 and south of East Treasure Island Avenue, as shown on the attached General Location Map. At this time, the property is residential and timber. The current zoning is Lake County A (Agriculture); the proposed zoning is City PUD (Planned Unit Development). The reason for this request is to attain water and sewer service.

The proposal of the property is a single-family residential subdivision.The property is surrounded by Lake County A (Agriculture), Lake County CP (Planned Commercial District), and Lake County CFD (Community Facility District). Under the conditions of the PUD (Planned Unit Development) zoning case which is also on this agenda, no negative impacts are anticipated to adjacent properties.

Also, on this City Commission agenda, is a Large-Scale Comprehensive Plan Amendment, which, along with the Planned Unit Development Application, had recommendations for approval from the staff and Planning Commission at the public hearing held on July 21, 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.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 55+/- ACRES; AND BEING GENERALLY LOCATED WEST OF COUNTY ROAD 44 AND SOUTH OF EAST TREASURE ISLAND AVENUE, LYING IN SECTION 01, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; PROVIDING THAT SAID PROPERTY SO ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY; PROVIDING THAT SUCH ANNEXED PROPERTY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL SUCH TERRITORY HAD BEEN A PART OF THE CITY OF LEESBURG AT THE TIME OF PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES; PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE PLACED IN CITY COMMISSION DISTRICT 1; AND PROVIDING AN EFFECTIVE DATE. (TREASURES TROVE)

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 Jerome L. Henin (Agent) for Treasures Trove for the property hereinafter described, shall be annexed into the city limits of the City of Leesburg, Florida, which petition has heretofore been approved by the City Commission of the City of Leesburg, Florida, pursuant to the provisions of the Laws of Florida, the hereinafter described property is hereby annexed and made a part of the city limits of the City of Leesburg, Florida. The subject property lying and situated in Lake County, Florida, is more particularly described as:

Legal Description
(See Exhibit A);

Section 2.

All of the property, real and personal, within said annexed territory, described in Section 1 above, as provided by this ordinance, and the inhabitants thereof, shall be subject to the government, jurisdiction, powers, franchises, duties, and privileges of the City of Leesburg, Florida, and the said annexed property shall be liable, proportionately, for all of the present outstanding and existing, as well as future, indebtedness of the City of Leesburg, Florida; that all of the ordinances of the City of Leesburg, and all the laws heretofore passed by the Legislature of the State of Florida relating to and which now or hereafter constitute its Charter, shall apply to and have the same force and effect on such annexed

territory as if all such annexed territory had been a part of the City of Leesburg, Florida, at the time of the passage and approval of said laws and ordinances. The property annexed here by is assigned to City Commission District 1;

Section 3.
All ordinances or parts of ordinances in conflict the 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

LEGAL DESCRIPTION

PARCEL 1: (ALT KEY 1779383)

THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 19 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA.

PARCEL 2: (ALT KEY 1798892)

THAT PART OF LOTS 1 AND 2 LYING WEST OF THE WESTERLY LINE OF THE RIGHT-OF-WAY OF STATE ROAD NO. 44, LESS THE NORTH 208.71 FEET OF THE WEST 417.42 FEET OF LOT 1, AND ALL OF LOT 3, BLOCK 5, REVISED AND CORRECTED PLAT OF RE-SUBDIVISION OF SUBDIVISION OF SILVER LAKE ESTATES, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 10, PAGES 66 THROUGH 69, INCLUSIVE, IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL 3: (ALT KEY 1494001)

THE NORTH 208.71 FEET OF THE WEST 417.42 FEET OF LOT 1, BLOCK 5 OF SILVER LAKE ESTATES, ACCORDING TO THE REVISED AND CORRECTED PLAT OF RE-SUBDIVISION OF THE SUBDIVISION OF SILVER LAKE ESTATES, RECORDED IN PLAT BOOK 10, PAGES 66 THROUGH 69, INCLUSIVE, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

CONTAINING 55.45 ACRES, MORE OR LESS.

Commission District



Planning & Zoning Division

N
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0 225 450 675 900
Feet

Treasures Trove
East Treasure Island Avenue
AK#s: 1779383, 1798892, 1494001
Section 1, Township 19 South, Range 25 East
June 30, 2022

Surrounding Existing Land Uses



Planning & Zoning Division

N
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0 90 180 270 360
Feet

Treasures Trove
East Treasure Island Avenue
AK#s: 1779383, 1798892, 1494001
Section 1, Township 19 South, Range 25 East
June 16, 2022

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.A.8.

Meeting Date: November 14, 2022

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 55 +/- acres from Lake County Rural Transition to City of Leesburg Estate Residential, for a property generally located west of County Road 44 and south of East Treasure Island Avenue, lying in Section 01, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Treasures Trove)

Staff Recommendation:
The Planning & Zoning Staff recommend approval and the Planning Commission recommended denial of the proposed large-scale comp plan amendment of the City's Future Land Use Map on 55 +/- acres from Lake County Rural Transition to City of Leesburg Estate Residential.

Analysis:
The project site is approximately 55 acres. The property is generally located west of County Road 44 and south of East Treasure Island Avenue. Currently, the property is residential and timber. The proposed use is for a single-family residential subdivision. The surrounding Future Land Use Map designations of Lake County Rural, Lake County Rural Transition, Lake County Regional Commercial, and Lake County Urban Low Density are compatible, as conditioned in the PUD zoning, with the proposed future land use designation of City Estate Residential. The proposed zoning designation of City PUD (Planned Unit Development) will provide for development that is consistent with the City's adopted Growth Management Plan and would allow an appropriate use for the property.

This property lies within the ISBA (Interlocal Service Boundary Area) agreement. This agreement, which was approved by the City Commission on November 24, 2014, allows property within the ISBA area but outside the current city limits to be annexed and obtain City of Leesburg utility services.

The Planning Commission held a public hearing on the application on July 21, 2022 and recommended denial. The Commission's recommendation was based on concerns about traffic along County Road 44.

Procurement Analysis:
N/A

Options:

1. Approve the requested large-scale comprehensive plan amendment from Lake County Rural Transition to City of Leesburg Estate Residential; 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.

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 55 +/- ACRES FROM LAKE COUNTY RURAL TRANSITION TO CITY OF LEESBURG ESTATE RESIDENTIAL, FOR A PROPERTY GENERALLY LOCATED WEST OF COUNTY ROAD 44 AND SOUTH OF EAST TREASURE ISLAND AVENUE, LYING IN SECTION 01, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (TREASURES TROVE)

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 55 acres of land generally located west of County Road 44 and south of East Treasure Island Avenue from Lake County Rural Transition to City of Leesburg Estate Residential, as shown on the revised map of said area, lying in Section 01, Township 19 South, Range 25 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 the 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

LEGAL DESCRIPTION

PARCEL 1: (ALT KEY 1779383)

THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 19 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA.

PARCEL 2: (ALT KEY 1798892)

THAT PART OF LOTS 1 AND 2 LYING WEST OF THE WESTERLY LINE OF THE RIGHT-OF-WAY OF STATE ROAD NO. 44, LESS THE NORTH 208.71 FEET OF THE WEST 417.42 FEET OF LOT 1, AND ALL OF LOT 3, BLOCK 5, REVISED AND CORRECTED PLAT OF RE-SUBDIVISION OF SUBDIVISION OF SILVER LAKE ESTATES, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 10, PAGES 66 THROUGH 69, INCLUSIVE, IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL 3: (ALT KEY 1494001)

THE NORTH 208.71 FEET OF THE WEST 417.42 FEET OF LOT 1, BLOCK 5 OF SILVER LAKE ESTATES, ACCORDING TO THE REVISED AND CORRECTED PLAT OF RE-SUBDIVISION OF THE SUBDIVISION OF SILVER LAKE ESTATES, RECORDED IN PLAT BOOK 10, PAGES 66 THROUGH 69, INCLUSIVE, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

CONTAINING 55.45 ACRES, MORE OR LESS.

CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS

OWNER: Levy A. Wong, Trustee
PETITIONER: Traderscove Corporation, Jerome Henin
PROJECT: Treasures Trove
REQUEST: Large Scale Comprehensive Plan Amendment from Lake County Rural Transition to City of Leesburg Estate Residential
CASE NO.: LSCP-22-273

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of the request **for the following reason(s):**

1. This project meets the requirements of Chapter 163.3184 Florida Statutes, for Comprehensive Plan Amendments.

2. The proposed request, as conditioned in City of Leesburg case number PUD-22-274, is compatible with the adjacent future land use designations of City of Leesburg Estate Residential, and with Lake County designations of Urban Low Density, Rural and Rural Transition.

3. The proposed request, as conditioned in City of Leesburg Case number PUD-22-274, is compatible with the current surrounding zoning districts City of Leesburg PUD (Planned Unit Development), and with Lake County districts of CP (Planned Commercial District), CFD (Community Facility District) and A (Agriculture).

4. The proposed future land use designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to **approve** the Large-Scale Comprehensive Plan designation from Lake County Rural Transition to City of Leesburg Estate Residential and forward the recommendation to the City Commission for consideration.

CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY

DATE: July 21, 2022

OWNER: Levy A. Wong, Trustee
PETITIONER: Traderscove Corporation, Jerome Henin
PROJECT: Treasures Trove
REQUEST: Large Scale Comprehensive Plan Amendment to Estate Residential; Zoning to PUD (Planned Unit Development)
CASE NO.: LSCP 22-273; PUD-22-274

GENERAL LOCATION: The property is generally west of County Road 44 and south of East Treasure Island Avenue.

FUTURE LAND USE DESIGNATION: Lake County Rural Transition

SURROUNDING FUTURE LAND USE DESIGNATION:
North – Lake County Rural Transition; Lake County Rural
South – Lake County Rural Transition
East – Lake County Urban Low Density; Lake County Regional Commercial
West – Lake County Rural Transition

PROPOSED FUTURE LAND USE DESIGNATION: Estate Residential

EXISTING ZONING DESIGNATION: Lake County A (Agriculture)

SURROUNDING ZONING DESIGNATIONS:
North – Lake County A (Agriculture); Lake County CP (Planned Commercial District)
South – Lake County A (Agriculture)
East – Lake County A (Agriculture); Lake County CFD (Community Facility District)
West – Lake County A (Agriculture)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

EXISTING LAND USE: Residential; Timber

SURROUNDING LAND USE:
North – Residential; Agriculture
South – Agriculture
East – Agriculture
West – Agriculture; Institutional

PROPOSED LAND USE: Single Family Residential subdivision

CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY

DATE: July 5, 2022
OWNER: Levy A. Wong, Trustee
PETITIONER: Traderscove Corporation, Jerome Henin
PROJECT: Treasures Trove
REQUEST: Large Scale Comprehensive Plan Amendment to Estate Residential; Zoning to PUD (Planned Unit Development)
CASE NO.: LSCP 22-273; PUD-22-274

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 7/15/22

FIRE

No comments received as of 7/15/22

ELECTRIC

Electric has no objections. This will be serviced by Leesburg. Easements will be required on all lots, and WRA's to have a continuous path for electric. Once the subdivision is approved, design will start on underground power. Steve Davis 7/6/22

GAS

Natural gas is available and directed per city ordinance. Thank you, Brandon Smith 7/11/22

GIS

GIS has no comments. Tammy Magamoll 7/6/22

BUILDING

No comments received as of 7/15/22

PUBLIC WORKS

Public Works has no issues with this item, however the proponent should be advised that they will be required to run both potable and reuse lines throughout their development and if no reuse available they will install a potable jumper to the reuse line. Clifford Kelsey 7/7/22

ADDRESSING

No comments received as of 7/15/22

ECONOMIC DEVELOPMENT

No comments received as of 7/15/22

LAKE COUNTY PUBLIC WORKS

Attached is the comment letter from Lake County Public Works Department. Please let me know if you have any questions. Thanks, Seth Lynch 7/19/22

LAKE COUNTY SCHOOLS

The Treasure Trove PUD is subject to school concurrency prior to final site plan approval. The assigned schools for the project are: Treadway Elementary, Tavares Middle, and Tavares High. Thanks, Helen LaValley 7/12/22

PUBLIC RESPONSES

Approval

No comments received as of 7/15/22

Disapproval

2 disapprovals 2 with comments

No comment

No comments received as of 7/15/22

Notice of Appearance filed:

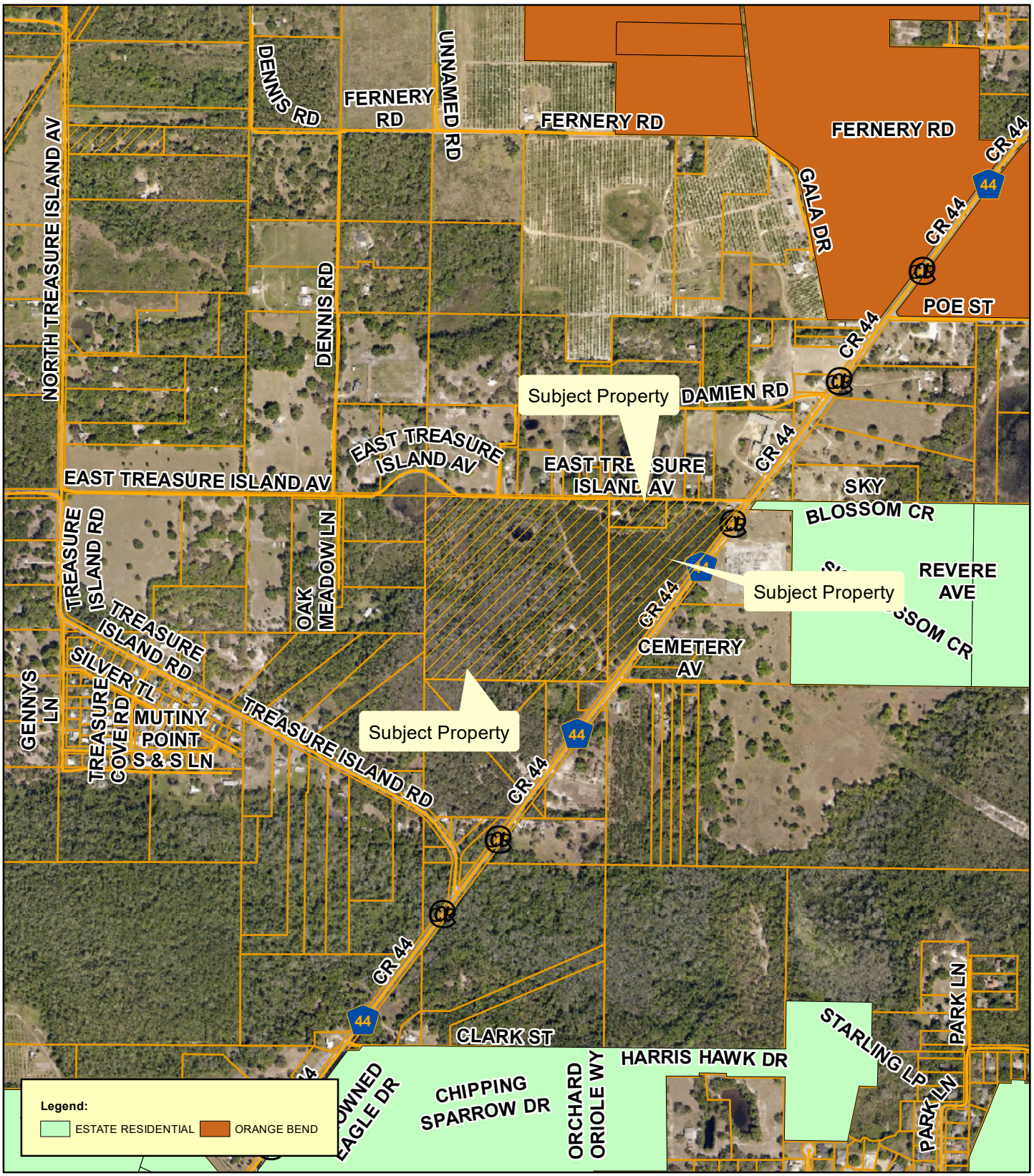
PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

Sue L Wakefield – Horrible idea. I have lived here 50+ years. Over the years I have seen all sorts of wildlife on the property across the street. Raccoons, Opossum boxes, aa pair of pileated woodpeckers even a small bear passing through. It was pasture land and not a pine timber site where will the animals go??

Sue L. Wakefield – As a long time resident I know there is a wetland - (see map) area at the west end of this property. Also some old lovely big oak trees. East Treasure Island Ave is a very small road, barely 2 cars wide. Traffic would be a nightmare, with 2 other subdivisions going up within ¾ mile, there is no good reason for yet another one – except GREED!

Future Land Use



Planning & Zoning Division

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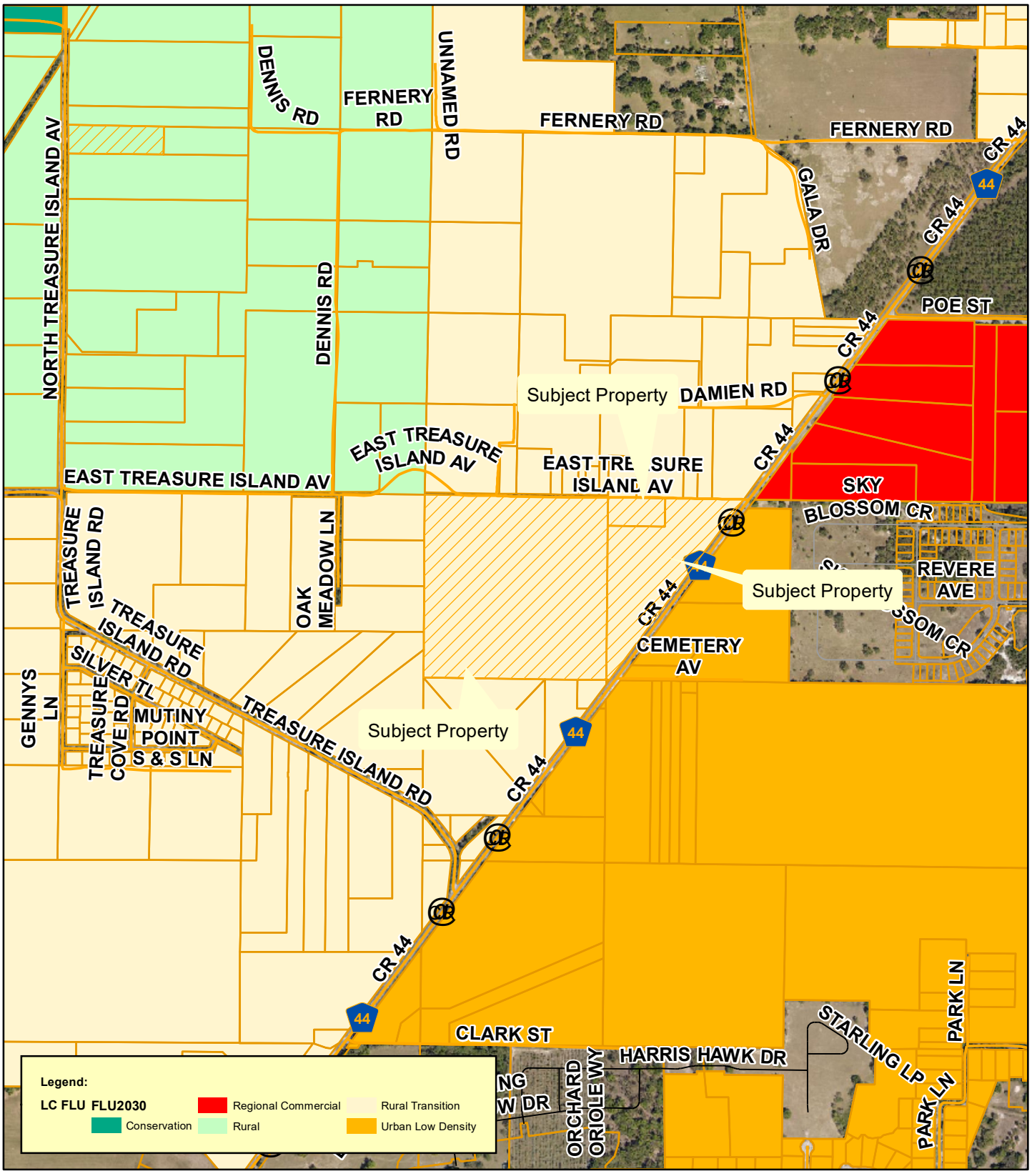
Treasures Trove
East Treasure Island Avenue
AK#s: 1779383, 1798892, 1494001
Section 1, Township 19 South, Range 25 East
June 30, 2022

Lake County Future Land Use



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Treasures Trove
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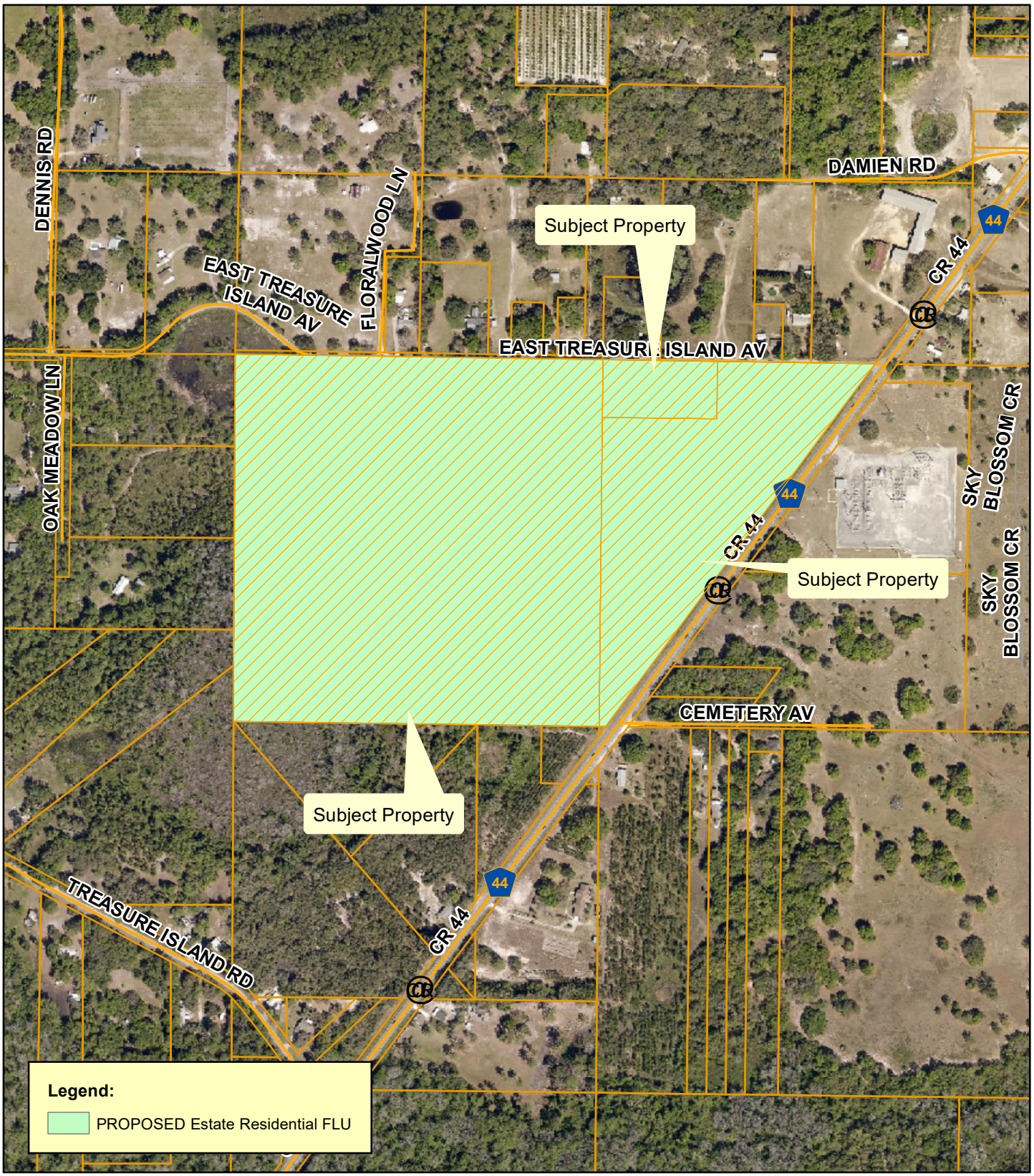
AK#s: 1779383, 1798892, 1494001
Section 1, Township 19 South, Range 25 East
June 30, 2022

PROPOSED Future Land Use



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Treasures Trove
East Treasure Island Avenue
AK#s: 1779383, 1798892, 1494001
Section 1, Township 19 South, Range 25 East
June 16, 2022

Surrounding Existing Land Uses



Planning & Zoning Division

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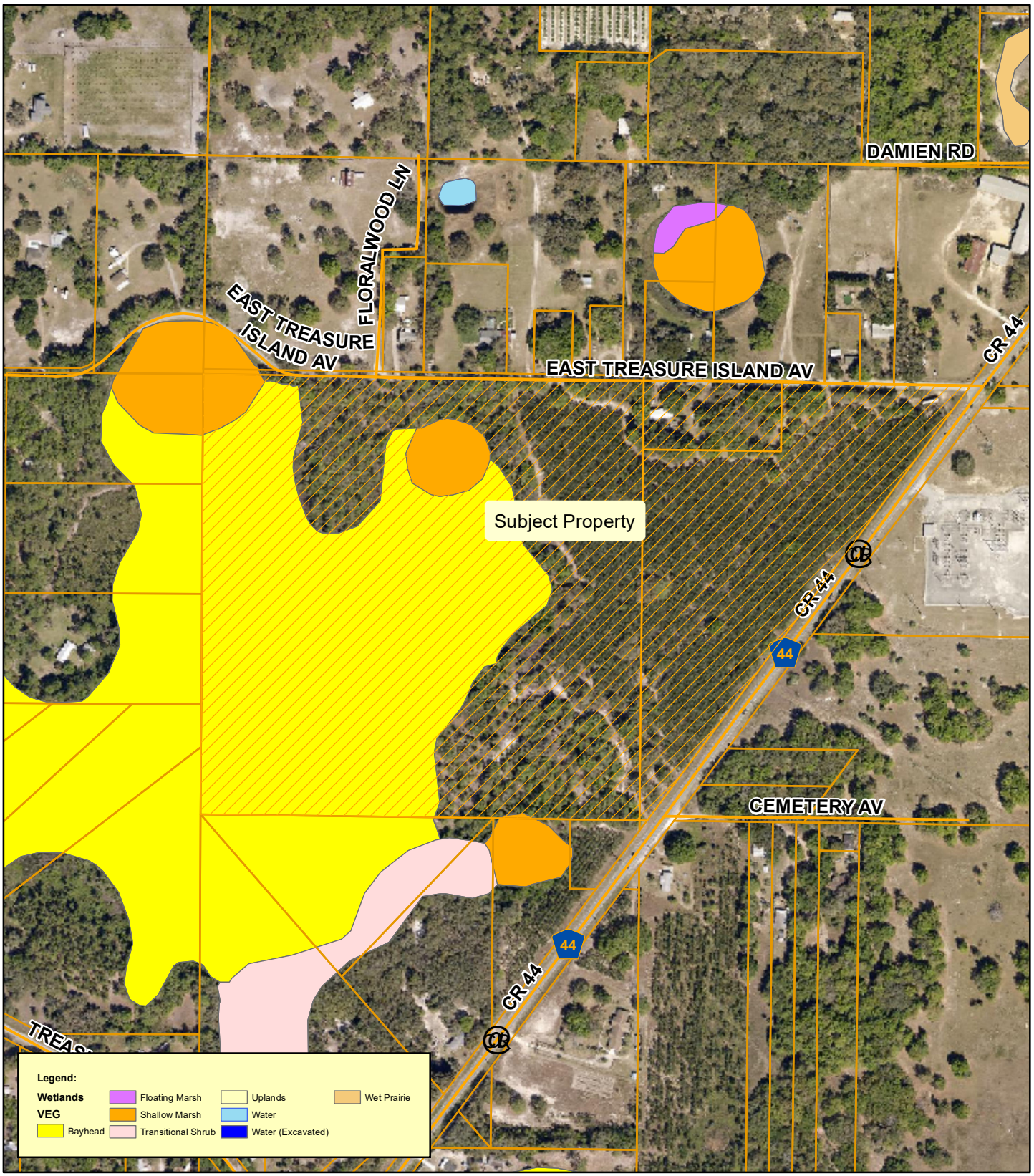
Treasures Trove
East Treasure Island Avenue
AK#s: 1779383, 1798892, 1494001
Section 1, Township 19 South, Range 25 East
June 16, 2022

Wetlands



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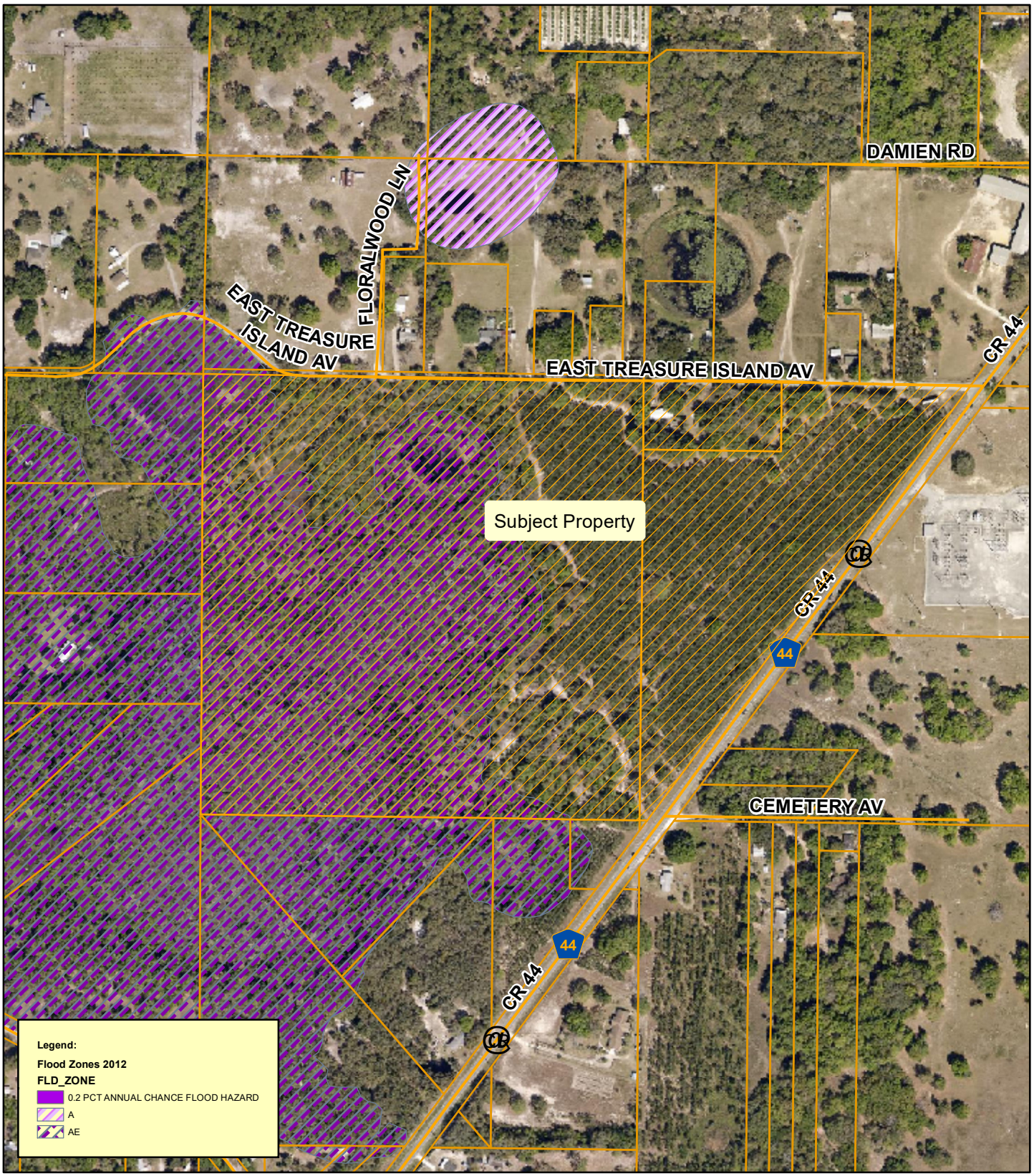
Treasures Trove
East Treasure Island Avenue
AK#s: 1779383, 1798892, 1494001
Section 1, Township 19 South, Range 25 East
June 16, 2022

Flood Zones



Planning & Zoning Division

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Treasures Trove
East Treasure Island Avenue
AK#s: 1779383, 1798892, 1494001
Section 1, Township 19 South, Range 25 East
June 16, 2022

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.A.9.

Meeting Date: November 14, 2022

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 55 +/- acres from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) to allow a single-family residential subdivision for a property generally located west of County Road 44 and south of East Treasure Island Avenue, lying in Section 01, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Treasures Trove)

Staff Recommendation:
Planning and Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) to allow for a single-family residential subdivision.

Analysis:
The project site is approximately 55 +/- acres, and is generally located west of County Road 44 and south of East Treasure Island Avenue as shown on the attached maps. At this time, the property is residential and timber. The proposal will allow for a single-family residential subdivision. The existing land uses surrounding the property are residential, pasture, and timber. City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on July 21, 2022 and recommended denial. The Commission's recommendation was based on traffic concerns along County Road 44.

Procurement Analysis:
N/A

Options:
1. Approve the proposed rezoning to PUD (Planned Unit Development); or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:
Future development of this site will create a substantial positive fiscal impact on the City of Leesburg, in

the form of impact and utility fees, plus ad valorem taxes.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 55 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW A SINGLE-FAMILY RESIDENTIAL SUBDIVISION FOR A PROPERTY GENERALLY LOCATED WEST OF COUNTY ROAD 44 AND SOUTH OF EAST TREASURE ISLAND AVENUE, LYING IN SECTION 01, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (TREASURES TROVE)

BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA, that:

Section 1.
Based upon the petition of Jerome L. Henin (Agent) for Treasures Trove, Inc. of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development), to-wit:

(Legal Description)
(See Exhibit A)

Section 2.

This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the _____ day of _____ 2022.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

Exhibit A

Legal Description

LEGAL DESCRIPTION

PARCEL 1: (ALT KEY 1779383)

THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 19 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA.

PARCEL 2: (ALT KEY 1798892)

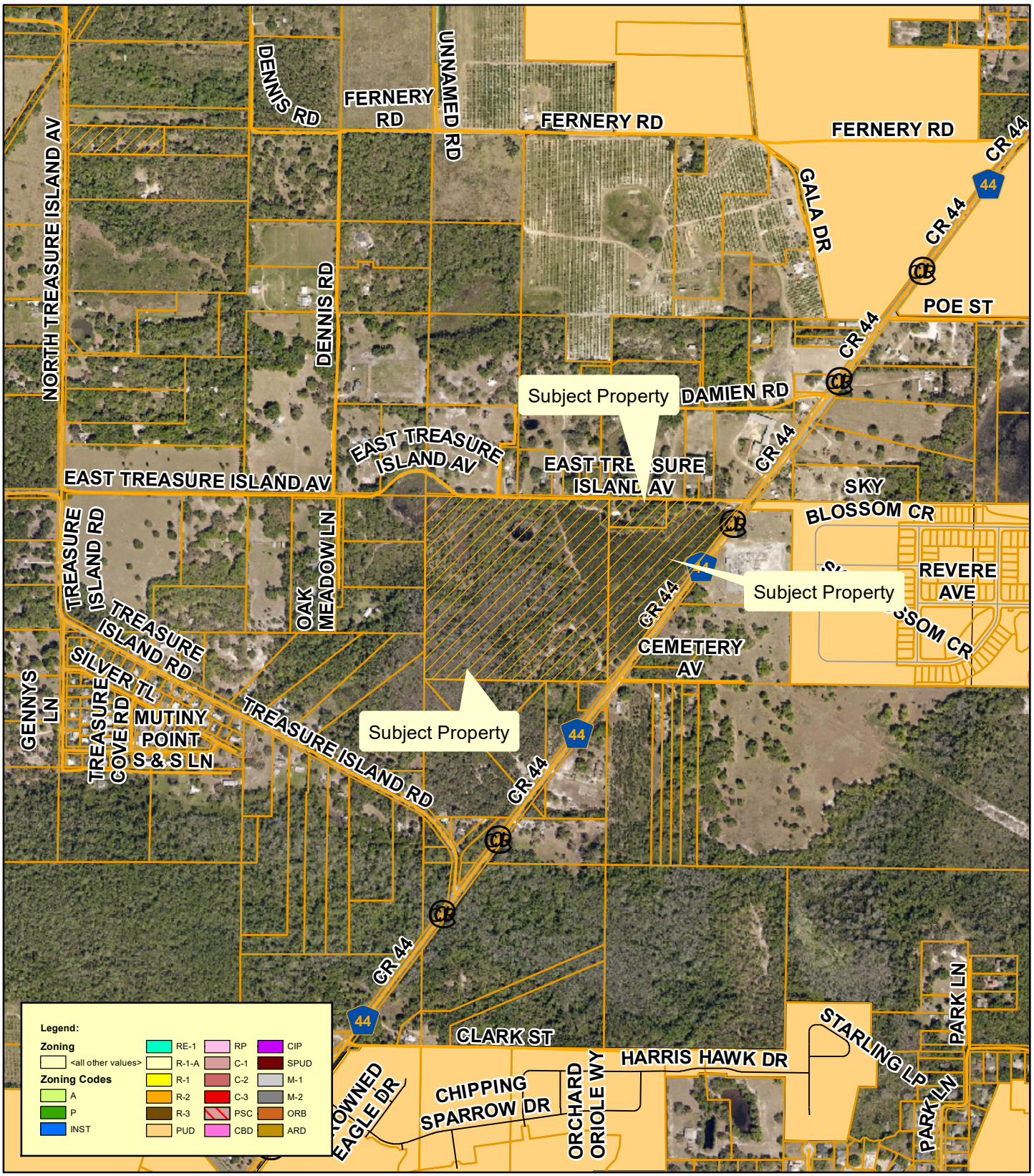
THAT PART OF LOTS 1 AND 2 LYING WEST OF THE WESTERLY LINE OF THE RIGHT-OF-WAY OF STATE ROAD NO. 44, LESS THE NORTH 208.71 FEET OF THE WEST 417.42 FEET OF LOT 1, AND ALL OF LOT 3, BLOCK 5, REVISED AND CORRECTED PLAT OF RE-SUBDIVISION OF SUBDIVISION OF SILVER LAKE ESTATES, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 10, PAGES 66 THROUGH 69, INCLUSIVE, IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL 3: (ALT KEY 1494001)

THE NORTH 208.71 FEET OF THE WEST 417.42 FEET OF LOT 1, BLOCK 5 OF SILVER LAKE ESTATES, ACCORDING TO THE REVISED AND CORRECTED PLAT OF RE-SUBDIVISION OF THE SUBDIVISION OF SILVER LAKE ESTATES, RECORDED IN PLAT BOOK 10, PAGES 66 THROUGH 69, INCLUSIVE, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

CONTAINING 55.45 ACRES, MORE OR LESS.

Zoning



Planning & Zoning Division

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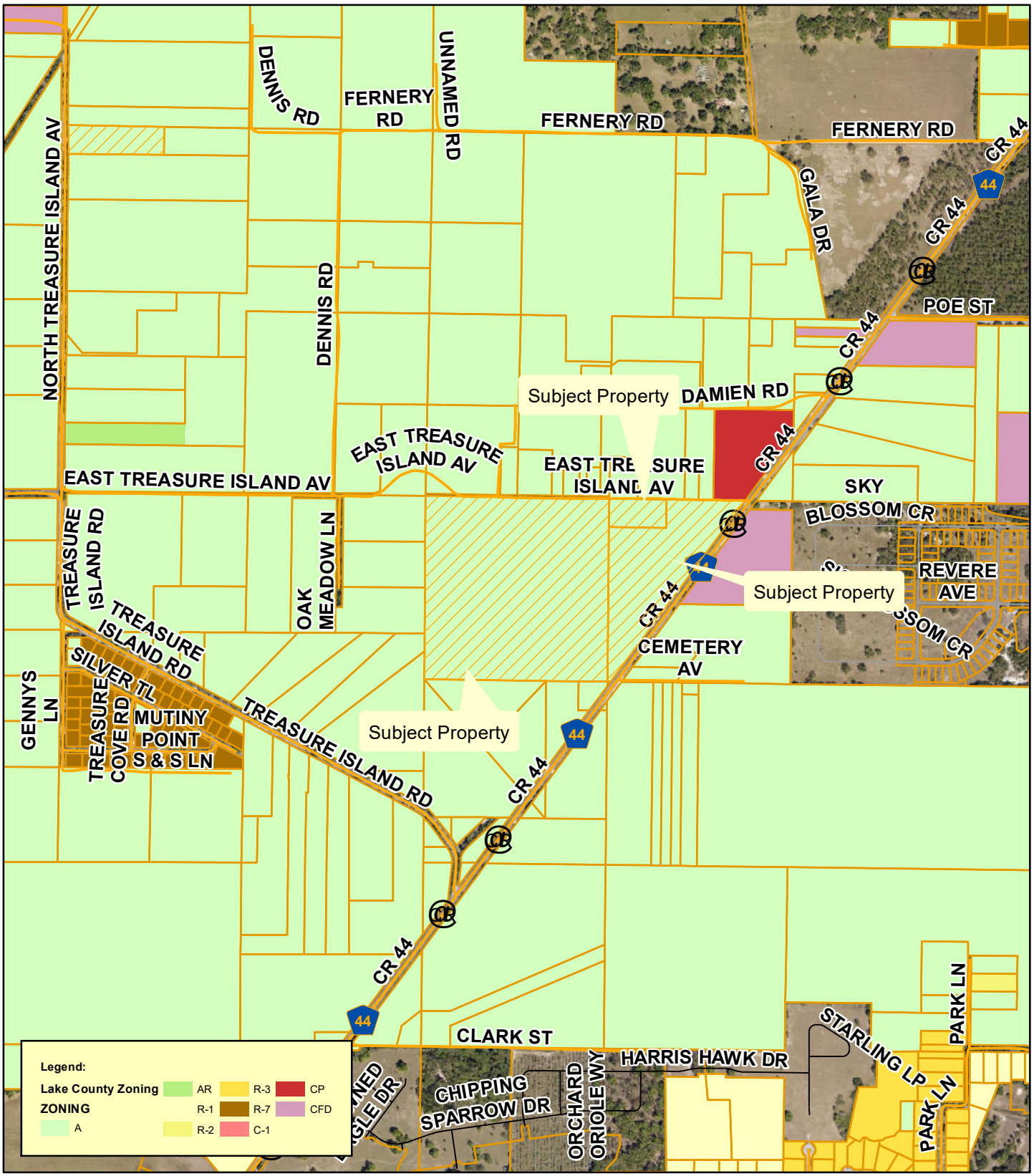
East Treasure Island Avenue
AK#s: 1779383, 1798892, 1494001
Section 1, Township 19 South, Range 25 East
June 30, 2022

Lake County Zoning



Planning & Zoning Division

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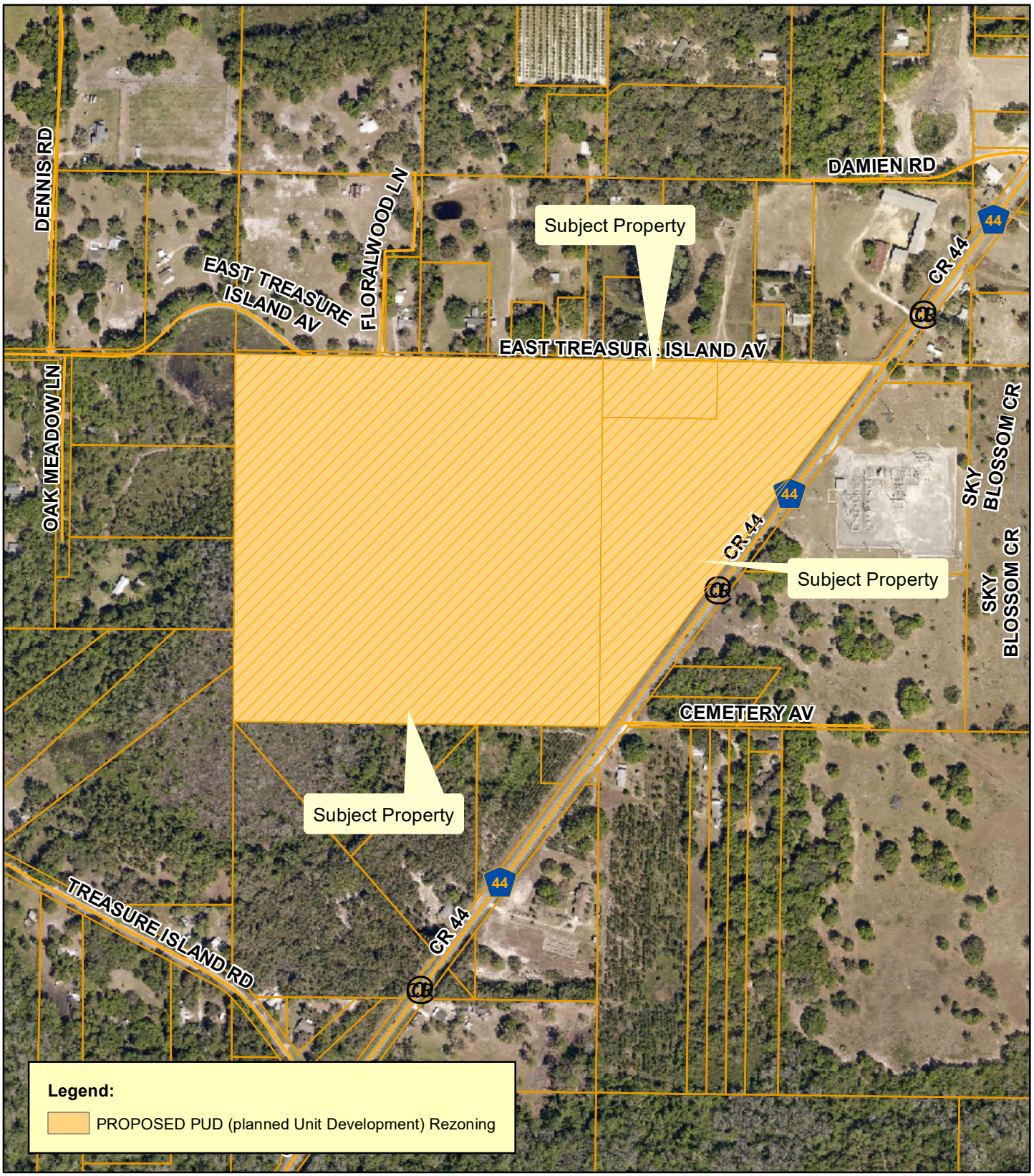
East Treasure Island Avenue
AK#s: 1779383, 1798892, 1494001
Section 1, Township 19 South, Range 25 East
June 30, 2022

PROPOSED Zoning



Planning & Zoning Division

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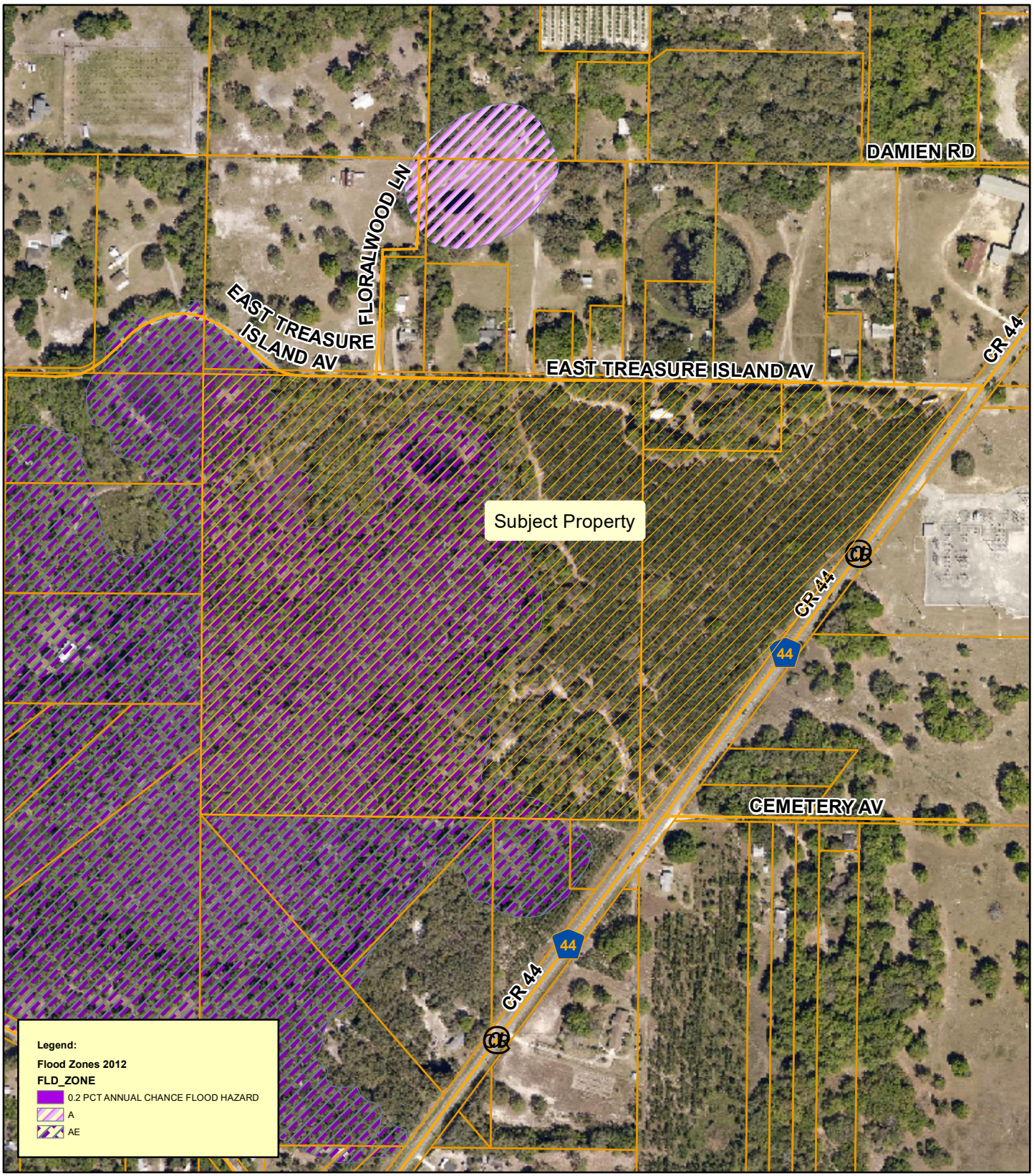
Treasures Trove
East Treasure Island Avenue
AK#s: 1779383, 1798892, 1494001
Section 1, Township 19 South, Range 25 East
June 16, 2022

Flood Zones



Planning & Zoning Division

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Treasures Trove
East Treasure Island Avenue
AK#s: 1779383, 1798892, 1494001
Section 1, Township 19 South, Range 25 East
June 16, 2022

Surrounding Existing Land Uses



Planning & Zoning Division

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Treasures Trove
East Treasure Island Avenue
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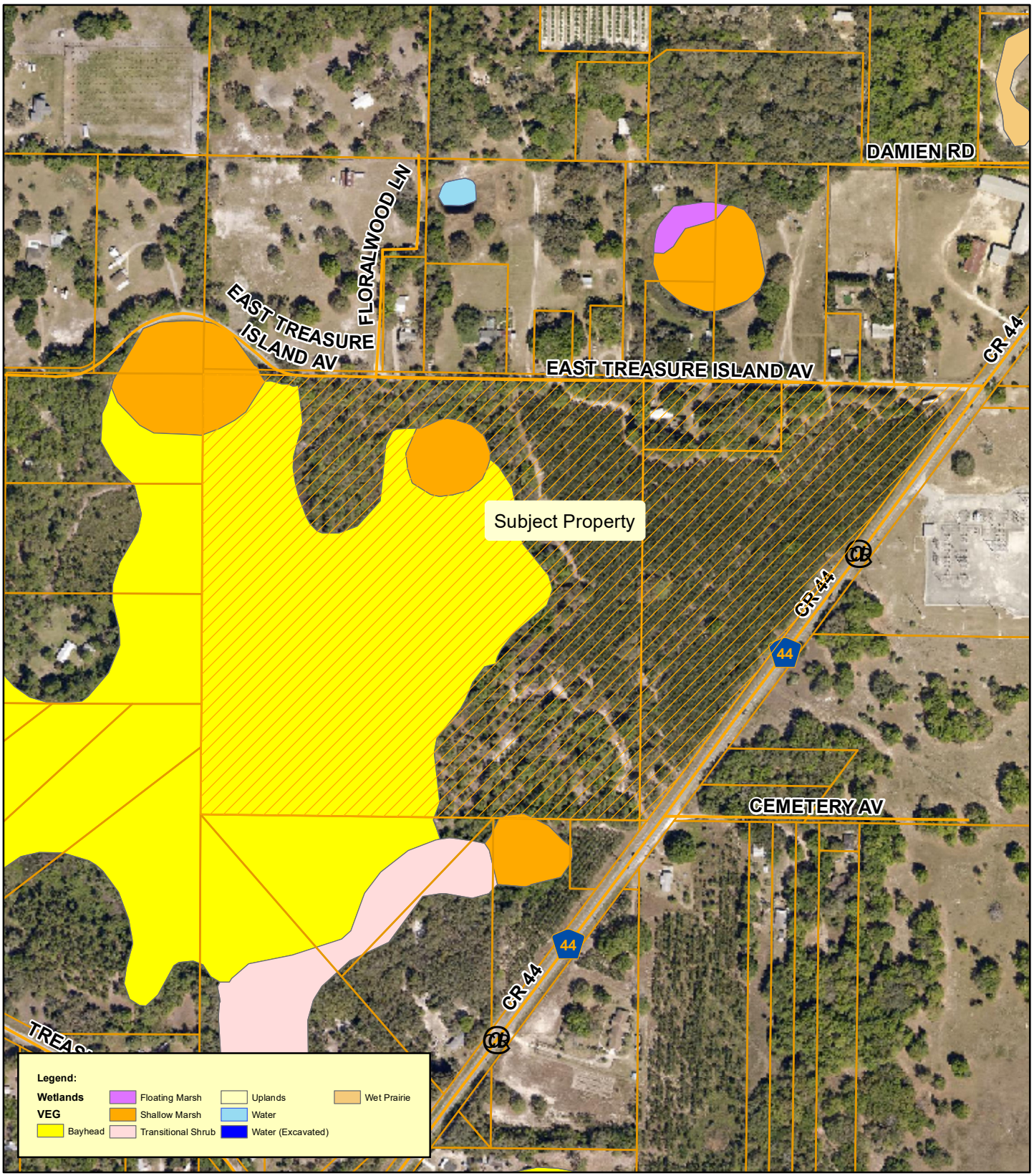
June 16, 2022

Wetlands



Planning & Zoning Division

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Treasures Trove
East Treasure Island Avenue
AK#s: 1779383, 1798892, 1494001
Section 1, Township 19 South, Range 25 East
June 16, 2022

CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY

DATE: July 21, 2022

OWNER: Levy A. Wong, Trustee
PETITIONER: Traderscove Corporation, Jerome Henin
PROJECT: Treasures Trove
REQUEST: Large Scale Comprehensive Plan Amendment to Estate Residential; Zoning to PUD (Planned Unit Development)
CASE NO.: LSCP 22-273; PUD-22-274

GENERAL LOCATION: The property is generally west of County Road 44 and south of East Treasure Island Avenue.

FUTURE LAND USE DESIGNATION: Lake County Rural Transition

SURROUNDING FUTURE LAND USE DESIGNATION:
North – Lake County Rural Transition; Lake County Rural
South – Lake County Rural Transition
East – Lake County Urban Low Density; Lake County Regional Commercial
West – Lake County Rural Transition

PROPOSED FUTURE LAND USE DESIGNATION: Estate Residential

EXISTING ZONING DESIGNATION: Lake County A (Agriculture)

SURROUNDING ZONING DESIGNATIONS:
North – Lake County A (Agriculture); Lake County CP (Planned Commercial District)
South – Lake County A (Agriculture)
East – Lake County A (Agriculture); Lake County CFD (Community Facility District)
West – Lake County A (Agriculture)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

EXISTING LAND USE: Residential; Timber

SURROUNDING LAND USE:
North – Residential; Agriculture
South – Agriculture
East – Agriculture
West – Agriculture; Institutional

PROPOSED LAND USE: Single Family Residential subdivision

CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY

DATE: July 5, 2022
OWNER: Levy A. Wong, Trustee
PETITIONER: Traderscove Corporation, Jerome Henin
PROJECT: Treasures Trove
REQUEST: Large Scale Comprehensive Plan Amendment to Estate Residential; Zoning to PUD (Planned Unit Development)
CASE NO.: LSCP 22-273; PUD-22-274

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 7/15/22

FIRE

No comments received as of 7/15/22

ELECTRIC

Electric has no objections. This will be serviced by Leesburg. Easements will be required on all lots, and WRA's to have a continuous path for electric. Once the subdivision is approved, design will start on underground power. Steve Davis 7/6/22

GAS

Natural gas is available and directed per city ordinance. Thank you, Brandon Smith 7/11/22

GIS

GIS has no comments. Tammy Magamoll 7/6/22

BUILDING

No comments received as of 7/15/22

PUBLIC WORKS

Public Works has no issues with this item, however the proponent should be advised that they will be required to run both potable and reuse lines throughout their development and if no reuse available they will install a potable jumper to the reuse line. Clifford Kelsey 7/7/22

ADDRESSING

No comments received as of 7/15/22

ECONOMIC DEVELOPMENT

No comments received as of 7/15/22

LAKE COUNTY PUBLIC WORKS

Attached is the comment letter from Lake County Public Works Department. Please let me know if you have any questions. Thanks, Seth Lynch 7/19/22

LAKE COUNTY SCHOOLS

The Treasure Trove PUD is subject to school concurrency prior to final site plan approval. The assigned schools for the project are: Treadway Elementary, Tavares Middle, and Tavares High. Thanks, Helen LaValley 7/12/22

PUBLIC RESPONSES

Approval

No comments received as of 7/15/22

Disapproval

2 disapprovals 2 with comments

No comment

No comments received as of 7/15/22

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

Sue L Wakefield – Horrible idea. I have lived here 50+ years. Over the years I have seen all sorts of wildlife on the property across the street. Raccoons, Opossum boxes, aa pair of pileated woodpeckers even a small bear passing through. It was pasture land and not a pine timber site where will the animals go??

Sue L. Wakefield – As a long time resident I know there is a wetland - (see map) area at the west end of this property. Also some old lovely big oak trees. East Treasure Island Ave is a very small road, barely 2 cars wide. Traffic would be a nightmare, with 2 other subdivisions going up within ¾ mile, there is no good reason for yet another one – except GREED!

CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS

OWNER: Levy A. Wong, Trustee
PETITIONER: Traderscove Corporation, Jerome Henin
PROJECT: Treasures Trove
REQUEST: Rezoning from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development)
CASE NO.: PUD-22-274

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of the request **for the following reason(s):**

1. This project meets the requirements of Chapter 163.3184 Florida Statutes, for Comprehensive Plan Amendments.

2. The proposed request, as conditioned in City of Leesburg case number PUD-22-274, is compatible with the adjacent future land use designations of City of Leesburg Estate Residential, and with Lake County designations of Regional Commercial, Urban Low Density, Rural Transition and Rural.

3. The proposed request as conditioned in City of Leesburg Case number PUD 22-274, is compatible with the current surrounding zoning districts of City of Leesburg PUD (Planned Unit Development); and with Lake County districts CP (Planned Commercial District), CFD (Community Facility District), and A (Agriculture).

4. The proposed future land use designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to **approve** the rezoning from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) and forward the recommendation to the City Commission for consideration.

TREASURES TROVE SUBDIVISION
PUD (PLANNED UNIT DEVELOPMENT CONDITIONS)
July 21, 2022

These Planned Unit Development Conditions for a PUD (Planned Unit Development) zoning district are granted by the City of Leesburg Planning Commission, Lake County, Florida to **Traderscove Corporation, P.O. Box 940, Winter Park, Florida 32970 (Jerome Henin,- Agent)** for the purposes described herein, and subject to the terms and conditions as set forth in this document, pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 "Planned Unit Development" of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND

The "Permittee" is requesting a Planned Unit Development (PUD) zoning district to allow future construction of a proposed residential development consisting of approximately 55.45 acres containing a maximum of 155 detached single-family residential units generally located south of East Treasure Island Avenue and west of State Road 44, 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 **Traderscove Corporation, P.O. Box 940, Winter Park, Florida 32970 (Jerome Henin, - Agent) Agent)** to construct, operate, and maintain a Planned Unit Development in and on real property in the City of Leesburg, in accordance with the requirements set forth herein. The property is more particularly described below.

2. **LEGAL DESCRIPTION**
   See attached **Exhibit B, Legal Description**.

3. **LAND USE**
   The above-described property, containing approximately 55.45 acres, shall be used for platted single-family residential development, pursuant to City of Leesburg development codes and standards.

A. Permitted Uses
   1. Detached single family residential units
   2. Accessory structures for residential uses
   3. Sales office in a single-family unit
   4. Accessory retail within a recreation center or clubhouse, intended for the primary use of residents, such as a snack bar
   5. Temporary modular sales center office (during construction and sales of new units) not to exceed one year, and construction office not to exceed two years from the approval of the final plat of the final phase for the subdivision. Model homes may be used as sales centers during the duration of the project.

B. Prohibited Uses
   1. Duplex/Triplex uses
   2. Multi-family units (Apartments)
   3. Townhouses (single family attached units)
   4. Commercial uses (as a primary use)
   5. All other uses not specifically permitted within these conditions under Permitted Uses above shall be prohibited.

4. DEVELOPMENT STANDARDS

A. The project shall contain a maximum of 155 detached single-family residential units, at a gross density not to exceed 2.8 units per acre on the approximately 55.45-acre site, as shown on **Exhibit C, Conceptual Development Plan**.

B. A mix of lot sizes is permitted as long as all lots are equal to or larger than the required minimums.

C. Along each street, homes with the same architectural design shall not be immediately adjacent (side by side) or directly across from a lot with the same design. Facades may be varied to meet this requirement. The maximum impervious surface for the project shall be 65%. Community and private swimming pools shall not count toward the impervious surface calculation.

D. The minimum lot development standards shall be as follows:
   1. <u>For 50 x 110-foot lots:</u>
      a. Minimum house size: 1,500 square feet
      i. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
      b. Minimum lot size shall be 5,500 square feet.
      c. Minimum lot width 50 feet
      d. Minimum lot depth 110 feet
      e. Minimum building setbacks:
         Front – 25 feet;
         Porch – 20 feet (porch must be a minimum width of 5 feet).
         Rear – 18 feet;
         Side – 5 feet;
         Corner Side – 15 feet.

2. For 50 x 120-foot lots:
    a. Minimum house size: 1,500 square feet
        i. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
    b. Minimum lot size shall be 6,000 square feet.
    c. Minimum lot width 50 feet
    d. Minimum lot depth 120 feet
    e. Minimum building setbacks:
        Front – 25 feet;
        Porch – 20 feet (porch must be a minimum width of 5 feet).
        Rear – 18 feet;
        Side – 5 feet;
        Corner Side – 15 feet.

3. For 60 x 120-foot lots:
    a. Minimum house size: 1,700 square feet
        i. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
    b. Minimum lot size shall be 7,200 square feet.
    c. Minimum lot width 50 feet
    d. Minimum lot depth 120 feet
    e. Minimum building setbacks:
        Front – 25 feet;
        Porch – 20 feet (porch must be a minimum width of 5 feet).
        Rear – 18 feet;
        Side – 7.5 feet;
        Corner Side – 15 feet.

E. For all structures:
1. Each residential structure shall have a minimum two car garage.
2. Each lot less than sixty (60) feet in width shall have gutters constructed on all four sides of the primary structure to direct stormwater away from the foundation.
3. Minimum distance between structures shall be as noted in in Section B *Development Standards* contained herein; as measured from building wall to building wall.
4. Roof overhang shall not exceed forty (40) percent of the distance between the building wall and the property line.
5. Maximum building height: two (2) stories or 35 feet.
6. Accessory structures shall have a minimum rear and side setback of 5 feet and single accessory structures that are not attached to the principal structure shall not occupy more than 30 percent of the required rear yard.
7. Attached screened enclosures (no solid roof) must maintain a minimum setback of five (5) feet from the side and rear property line. Attached

swimming pool screened enclosure shall also maintain a minimum setback of five (5) feet from the side or rear property lines.

8. Solid roof structures attached to the residence must meet the required rear setback as noted under "Minimum building setbacks."
9. As part of the site plan approval process, city staff shall review final site design standards in accordance with the approved PUD (Planned Unit Development) zoning conditions set forth herein.

5. DESIGN/ARCHITECTURAL STANDARDS

A. All buildings shall utilize at least five (5) of the following design features to provide visual relief along all elevations of the single-family units. Designs may vary throughout the development.

1. Dormers
2. Gables
3. Recessed or raised entries
4. Covered porch entries
5. Cupolas
6. Pillars or decorative posts
7. Bay window (minimum 12-inch projections)
8. Eaves (minimum 6-inch projections)
9. Front windows with arched glass tops and minimum 4-inch trim.
10. Garage vehicle doors shall incorporate the following elements: raised decorative panels, decorative glass panels or panes, decorative hinges, etc.
11. Front doors shall incorporate the following decorative elements: raised decorative panels, decorative glass panels or panes, decorative handles, etc.
12. Stone accents
13. Shutters
14. Board and batten siding
15. Hardy board siding
16. Raised banding
17. Craftsman style garage doors

B. Exterior building materials contribute significantly to the visual impact of a building on the community. These materials shall be well designed and integrated into a comprehensive design style for the project. The total exterior wall area of each building elevation shall be composed of one of the following:

1. At least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.
2. At least thirty percent (30%) full-width brick or stone, with the balance being stucco and/or a "cementitious" lap siding. (A "cementitious" lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option.).
3. All textured stucco shall be permitted subject to the provision of at least five (5) unique design features such as recessed garages, tile or metal roofs, arched

windows, porches, etc. in the elevations of the buildings or the buildings are all brick stucco.

4. For all designs, architectural facades and features shall be submitted and reviewed by the Planning and Zoning Manager or designee for compliance prior at time of site plan review.

C. Other similar design variations meeting the intent of this section may be approved by the Planning and Zoning Manager or designee.

D. The architectural styles and facades shown in **Exhibit D, Façade Samples** herein are considered conceptual.

E. The Permittee shall utilize "Dark Sky" lighting principles when selecting lighting fixtures for all street lighting. Such lighting shall achieve the overall effect of containing and shielding excessive light pollution from adjacent properties. Appropriate designs are shown on **as Exhibit E,** attached hereto.

6. OPEN SPACE, LANDSCAPING & BUFFER REQUIREMENTS

A. A minimum of 35% open space shall be provided throughout the development. Open space may consist of buffers, wetlands retention and recreation areas.

B. A minimum twenty-five (25) foot buffer tract with plantings as shown in Figure A below, shall be provided along the entire boundary of the property. This landscape buffer shall be separate from all other platted lots, shall not be part of individually platted residential lots, and shall be a common area to be maintained by an entity such as a Property Owners or Homeowners Association.

C. Each platted single-family residential lot of record shall contain a minimum of one canopy tree, located within in the front yard, selected from the list of trees within the City of Leesburg Code of Ordinances, *Section 25-,328 Table 1, Canopy Trees,* plus at least one canopy or understory tree, located in the back yard. All other requirements for tree planting based on lot size under the Code of Ordinances shall remain in effect.

D. A spilt-rail fence, of either wood or vinyl/synthetic construction, shall be installed around the entire perimeter of the property. This fence shall be installed at a minimum height of four (4) feet. Said fence shall be maintained by the Property Owners or Homeowners Association. A solid six-foot fence of PVC or other synthetic material, shall be allowed as an option to the split-rail fence.

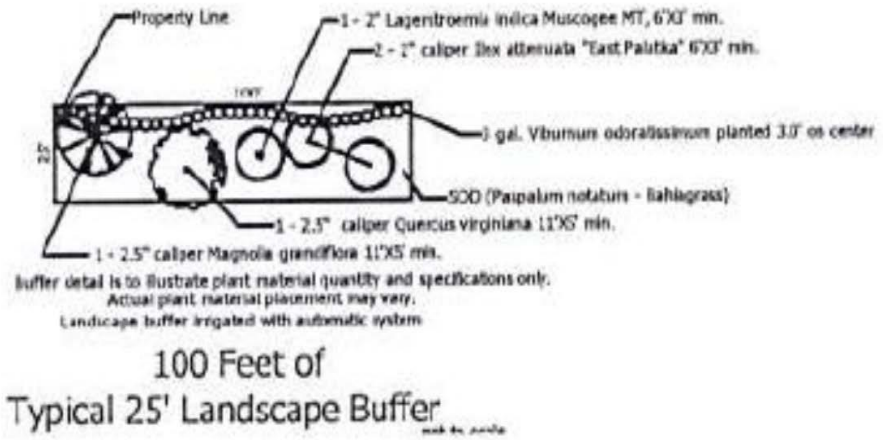
E. Land uses allowed within the upland buffers are limited to hiking trails, walkways, passive recreation activities and stormwater facilities as permitted by St. Johns River Water Management District.

F. 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



G. Variations to the landscape and buffering requirements of the code may be approved by the Planning and Zoning Manager or designee, to the extent that the overall intent of the PUD and the Landscaping Code are maintained, including consideration of existing fencing on adjacent properties and existing natural vegetative buffers.

H. The surveying of trees on the property shall be conducted as follows:
   1. All specimen, heritage and historic trees shall be surveyed. Staff will review the tree survey and such trees shall be saved where possible during the site plan review process. This may include amending the site plan to save specimen, heritage and historic trees.
   2. Site areas that are to preserve existing trees do not need to be included in the survey unless the trees are to be used in preservation/replacement requirements.
   3. The tree survey shall be completed by a licensed surveyor.

7. SITE ACCESS AND SIGNAGE

A. The main vehicular access to the project site shall consist of at least one primary access point on State Road 44, and one alternate access point on East Treasure Island Avenue, as legally prescribed by Lake County Public Works, and/or FDOT as applicable, and shown on the Master Development Plan - Exhibit C, as amended. All access points are conceptual and subject to Lake County review. Actual location and design of all roads shall be determined during the site plan review process and shall include consideration of, and connection to, sidewalks, recreation paths, etc. All other access shall be reviewed for necessity and requirements through Lake County and the City of Leesburg development and permitting processes. Any additional access points shall be subject to site plan application review process.

B. All access points shall be designed to allow emergency access vehicles room to maneuver. This entrance shall be reviewed and adjusted by staff as needed at the Site Plan and Construction Plan review.
   1. Offsite road improvements on existing roads adjacent to the property may be required based on finalized access locations. Such improvements may include, but are not limited to, left and right turn lanes, right-of-way dedication, and pavement rehabilitation. Any proposed offsite road improvements must be reviewed by Lake County Public Works.
   2. Prior to completion of the subdivision design plans, the developer shall work with the Lake County Department of Public Works to ensure all appropriate required roadway and access improvements for the development are made part of the plans submitted to the City of Leesburg.
   3. The Master Development Plan, and the access points proposed thereon, are considered conceptual until the appropriate engineering and site plan reviews, along with any required upgrades are completed for the project.

C. All access points are subject to review and approval by the appropriate permitting agency, including FDOT, Lake-Sumter Metropolitan Planning Organization, Lake County and the City of Leesburg as applicable. The developer shall be responsible for on and offsite improvements required as a result of any access points. The developer shall be responsible for all on and offsite improvements required as a result of any access points.

D. Each required access point shall provide a decorative entry feature to include a concrete, brick or stucco wall at least five (5) feet in height, on each side of the

entryway. This may be used for signage per City of Leesburg Code of Ordinances, as amended.

E. Alternative designs for the ground enclosure support and bases of a monument sign may be approved by the Planning and Zoning Manager or designee, where the architectural style would be in keeping with the intent of these sign regulations.

F. Roadway interconnectivity shall be provided as shown on the Conceptual Site Plan – Exhibit C, as needed, to allow for connection points between this development and future development of adjacent properties.

8. TRANSPORTATION IMPROVEMENTS

A. Any transportation improvements or rights-of-way that may be required shall be based on projected needs and shall be contingent upon site plan approval by City staff during the development review and permitting process. The plan review process shall include consideration of required sidewalks, recreation paths etc.

B. A traffic/transportation study shall be submitted for review and determination of any necessary access improvements, and including any off-site improvements legally required by Lake County, the Lake-Sumter MPO or the City of Leesburg. Said improvements will be the responsibility of the Permittee.

C. The Permittee shall provide necessary traffic improvements within and adjacent to the development which are legally required by Lake County, the Lake-Sumter MPO and City of Leesburg.

D. All roads within the development shall be designed and constructed to meet the City of Leesburg requirements.

E. The Permittee shall be responsible for obtaining all necessary legally required Lake County permits and a copy of all permits shall be provided to the City of Leesburg.

F. The City of Leesburg shall not be responsible for the construction of any roads or transportation improvements.

G. <u>All roads within the development shall be constructed to meet the City of Leesburg's standards, ARTICLE VII – TECHNICAL STANDARDS, as amended.</u>

1. <u>Should the Permittee (or designee) desire to dedicate the proposed project's internal road system to the City of Leesburg; the Permittee shall demonstrate to the satisfaction of the City of Leesburg that the road system is in suitable condition and meets all City road design requirements.</u>

2. <u>Should the Permittee (or designee) choose to retain the roadways, the Permittee shall establish an appropriate legal entity that shall accept</u>

responsibility to pay the cost and perform all services required to maintain the roads and transportation improvements to City of Leesburg codes and standards, as amended. A Homeowners or Property Owners Association, or other such legal entity will be considered acceptable.

H. Sidewalks shall be provided on both sides of the entrance road(s) and internal roads, and shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall contain sidewalks on both sides of each street. All sidewalks shall be constructed in accordance with City of Leesburg Codes.

9. UTILITIES

Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Water, wastewater and natural gas services will be provided by the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

A. A detailed site plan that indicates all the provisions for electric, water, sewer, and/or natural gas in accordance with the City of Leesburg Land Development Codes.

B. Developer shall bear all responsibility, financial and otherwise, for the construction and installation of all utility infrastructure and other improvements related to the use and development of the property, consistent with the typical pioneering agreement approved on new home projects in the city, including such off-site improvements required by the City and all other appropriate government agencies. All such requirements shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.

C. Developer shall be responsible for the installation of a natural gas water heater and natural gas furnace in eighty percent (80%) of all homes in the development as required by the City of Leesburg Code of Ordinances as amended.

D. The City of Leesburg intends to service the property with water and wastewater services at this time. At the time of connection, all regulations in place at the time of the request shall be required, including but not limited to impact fees, connection and utility service deposit charges. The cost of supplying water and wastewater lines and other necessary infrastructure such as lift stations to the development shall be the responsibility of the applicant.

10. STORMWATER/DRAINAGE MANAGEMENT

All drainage shall be designed and constructed in a manner to meet all State of Florida and City of Leesburg codes, including the requirement that all stormwater runoff is contained within the boundaries of the properties, and does not create a detriment to surrounding properties. Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Prior to

any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

A. A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.

B. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.

C. A responsible legal entity for the maintenance of the stormwater management system on the plat prior to the approval of the final plat of record. A homeowner's or property owners association is an acceptable maintenance entity.

D. The existing 100-year flood plain on the property shall be shown on all plans and lots.

E. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and /or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.

F. A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District shall be provided to the City during the site plan review process.

G. Should the Permittee desire to dedicate the proposed project's stormwater management system to the City of Leesburg; the City, at its discretion, may accept or not accept the stormwater management system.
   1. Prior to acceptance, the Permittee shall demonstrate to the City the stormwater management system is in a suitable condition and meets City of Leesburg and St. Johns River Water Management District requirements.
   2. As a condition of accepting the system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project.

11. WETLANDS, FLOOD ZONES & WILDLIFE

A. All wetlands on the project site shall be identified by a jurisdictional wetland boundary line, and the location and extent of each wetland shall be determined by the Department of Environmental Protection, St. Johns River Water Management District and/or U.S. Army Corp of Engineers. Each wetland shall be placed on a suitable map, signed and sealed by a surveyor registered to practice in Florida and shall be submitted as part of the site plan application process.

B. To the extent practicable, wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, the St. Johns River Water Management District or another legal entity such as a homeowner's association.

The conservation easement shall require that the wetlands be maintained in their natural and unaltered state. Wetlands shall not be included as a part of any platted lot, other than a lot platted as a common area, which shall be dedicated to the St. Johns River Water Management District or another legal entity such as a homeowner's association for ownership and maintenance.

C. Buildings or structures shall be a minimum of 50 feet from any wetland jurisdiction boundary.

D. Wetlands shall have an average upland buffer of 25 feet, with a minimum of 15 feet or the upland buffer established by St. Johns River Water Management District and/or U.S. Army Corp of Engineers; whichever is more restrictive. All upland buffers shall be naturally vegetated and upland buffers that are devoid of natural vegetation shall be re-planted with native vegetation or as required by St. Johns River Water Management District and/or U.S. Army Corp of Engineers.

E. Land uses allowed within the upland buffers for wetlands are limited to stormwater facilities as permitted by St. Johns River Water Management District.

F. If wetland alteration is permitted by St. Johns River Water Management District and/or U.S. Army Corp of Engineers, wetland mitigation shall be required in accordance with permit approvals from St. Johns River Water Management District or U.S. Army Corp of Engineers, whichever is more restrictive.

G. A wildlife management plan for the project site shall be prepared based on the results of an environmental assessment of the site and any environmental permit required from applicable governmental agencies. The wildlife management plan shall be submitted to the City as part of the site plan application process.

H. A map indicating the location of the 100-year flood plain.

I. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and/or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.

J. Through the Site Plan Review process, the developer shall coordinate with the City of Leesburg, Lake County and all impacted government agencies regarding elevation determinations, compensatory storage and overall design of the subdivision within and near flood hazard boundary areas, to ensure compliance with all regulations.

12. IRRIGATION & WATER USAGE

A. All landscaped areas shall be irrigated and designed to meet Section 25-327, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.

B. The use of St. Augustine grass, or other varieties of grass which require significant amounts of water are prohibited. The use of Bahia, Bermuda, Zoysia or other grasses which are more drought tolerant are permitted.

13. RECREATIONAL REQUIREMENTS

A. Recreational development provided on the site may include active and passive uses, as well as enclosed or unenclosed recreational space, devoted to the joint use of the residents. Such recreational space shall be provided at a rate of 200 square feet per residential unit, and shall consist of not less than 31,000 square feet 0.71 acres).

B. Recreational requirements shall include at least one primary active recreation area. Recreation areas may include such uses as a children's playground with equipment, dog park area or gazebo, swimming pool, clubhouse or other amenities as reviewed and approved by staff. The primary recreational facility shall be constructed in conjunction with and completed no later than the completion of 50% of the approved maximum number of residential units.

C. Credit for recreational space shall be given for areas dedicated to recreational space, to include items such as a clubhouse with recreation room, swimming pool, outdoor cooking facilities such as grills, youth playgrounds, play courts, dog parks or other similar uses which will meet the intent of this document. Other similar uses which will meet the intent of this document may be supplied by the developer.

D. Active recreational activity space shall be calculated at a rate of 1.25 times for activities such as, but not limited to:

1. Trails, playgrounds, basketball, tennis, handball courts, etc.
2. Community swimming pool, including the deck area surrounding such pools.
3. Indoor recreation rooms provided such rooms are permanently maintained for the use of residents for recreational purposes.
4. Other active recreational activities may be used for credit, subject to approval by the City of Leesburg.

14. MAINTENANCE

A. With the exception of any public utilities, maintenance of all site improvements, including but not limited to roadways, drives, internal sidewalks, landscaping and drainage shall be the responsibility of the property owner. A homeowner's association shall serve as an appropriate entity for all common properties within the development.

15. DEVELOPMENT PHASING & IMPLEMENTATION

A. The proposed project may be constructed in phases in accordance with the Planned Unit Development Conditions and Conceptual Plan. Changes to the development conditions or conceptual plan, other than those conditions described in these PUD Conditions of Approval, shall be revised in accordance with the Planned Development review process, City of Leesburg Code of Ordinances.

B. Implementation of the project shall substantially commence one-hundred twenty (120) months after approval of this Planned Development. In the event, the conditions of the PUD have not been substantially implemented during the required time period, the City of Leesburg shall have the option of scheduling the PUD, with due notice to the owner and surrounding property owners, for reconsideration by the Planning Commission at their next available regular meeting. The Planning Commission will consider whether to extend the PUD approval or rezone the property to another appropriate zoning classification.

C. As part of the overall development process, if the project is constructed in phases, then plat of the lots for each approved phase shall contain only portions of the development approved under the Site Plan Review Process, i.e. each phase platted shall match each phase submitted for site plan review.

16. MISCELLANEOUS CONDITIONS

A. The uses of the proposed project shall only be those uses identified in the approved Planned Unit Development Conditions. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.

B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.

C. Construction and operation of the proposed use(s) shall at all times comply with the Planned Unit Development conditions set forth herein, and with all City and other governmental agencies rules and regulations.

D. The transfer of ownership or lease of any or all of the property described in these PUD Conditions of Approval shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.

E. These PUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition as set forth herein.

17. LEVELS OF SERVICE

A. Levels of Service

a. As submitted, the development resulting from the proposed zoning change may result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to water, wastewater, roads, drainage, and solid water. No final development order (site plan and building

permits) shall be granted for proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.

B. Utilities
   1. Projected Capacities
      i. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.

C. If the development requires construction of new distribution or collection lines, or other infrastructure needed to develop the subdivision, the developer will be required to construct such facilities to provide service. The developer will bear the cost of design, permitting and construction. Any such facilities must be constructed in a fashion consistent with the City's master plans and to the City standards and specifications.

D. Commitment of Capacity
   1. There are no previous commitments of any existing or planned excess capacity for this property.

E. Ability to Provide Services
   1. At this time, the City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.
   2. Future development within the City of Leesburg utility service areas may impact the provision of utility services.

18. NOTICE REQUIREMENTS

A. Agricultural operations are acknowledged to exist in the immediate area of the proposed development contemplated by this document. Section 823.14, F.S., protects existing agricultural operations which may, by their normal operations, potentially create noise or offensive odors. In order to reduce potential conflict and provide information regarding nearby agricultural operations, the developer/builder shall provide, prior to sale of any or all of the land contemplated within this document, a specific notice to each purchaser that agricultural operations are protected under Section 823.14, F.S., for the expressed purpose of eliminating potential complaints regarding such operations from property owners choosing to purchase land in the area of an existing agricultural operation.

LEGAL DESCRIPTION

PARCEL 1: (ALT KEY 1779383)

THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 19 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA.

PARCEL 2: (ALT KEY 1798892)

THAT PART OF LOTS 1 AND 2 LYING WEST OF THE WESTERLY LINE OF THE RIGHT-OF-WAY OF STATE ROAD NO. 44, LESS THE NORTH 208.71 FEET OF THE WEST 417.42 FEET OF LOT 1, AND ALL OF LOT 3, BLOCK 5, REVISED AND CORRECTED PLAT OF RE-SUBDIVISION OF SUBDIVISION OF SILVER LAKE ESTATES, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 10, PAGES 66 THROUGH 69, INCLUSIVE, IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL 3: (ALT KEY 1494001)

THE NORTH 208.71 FEET OF THE WEST 417.42 FEET OF LOT 1, BLOCK 5 OF SILVER LAKE ESTATES, ACCORDING TO THE REVISED AND CORRECTED PLAT OF RE-SUBDIVISION OF THE SUBDIVISION OF SILVER LAKE ESTATES, RECORDED IN PLAT BOOK 10, PAGES 66 THROUGH 69, INCLUSIVE, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

CONTAINING 55.45 ACRES, MORE OR LESS.

EXHIBIT C **CONCEPTUAL SITE PLAN**

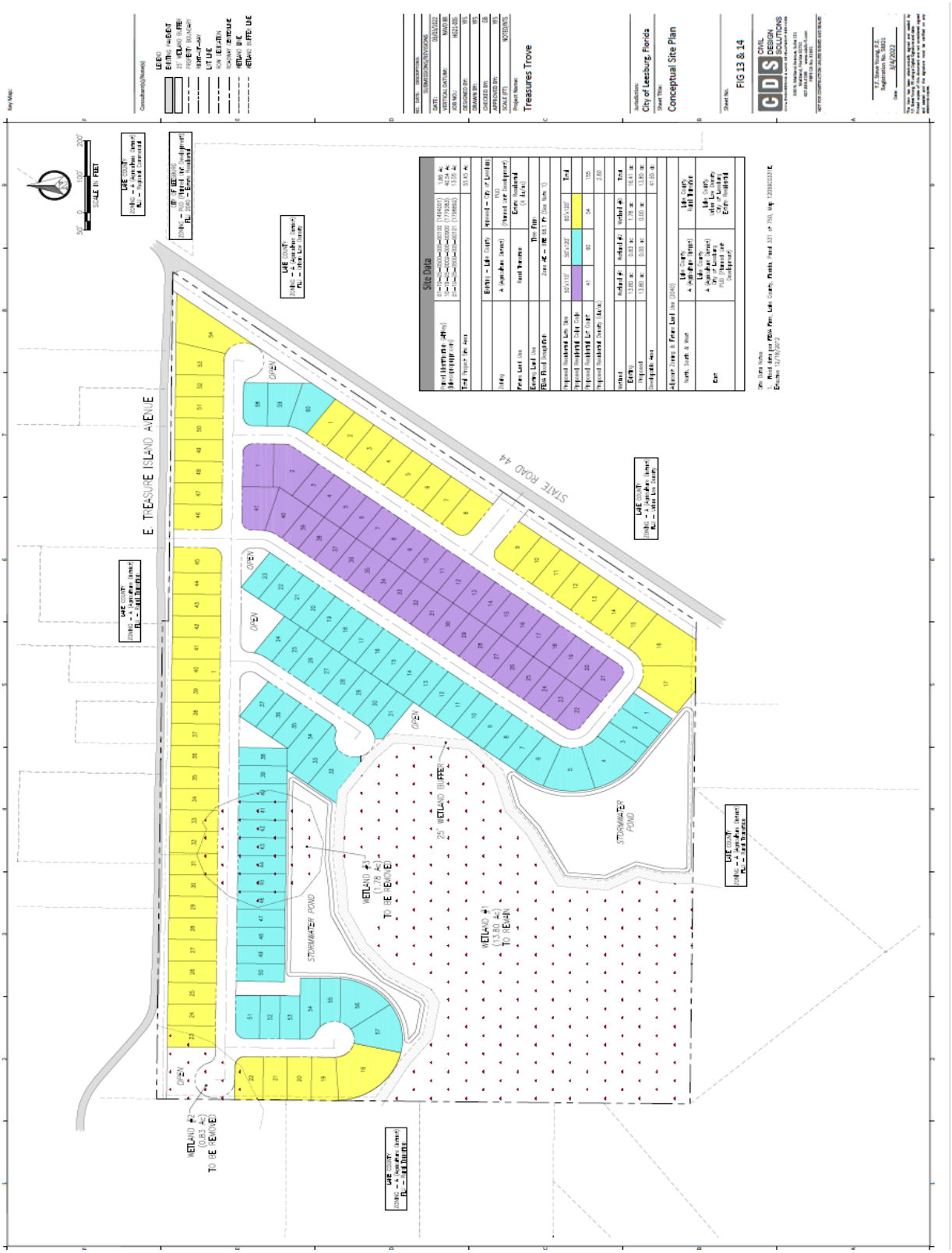


EXHIBIT D **FAÇADE SAMPLES**




Elevation - "MH"


Elevation - "MS"


Elevation - "MG"

Elevation - "MC"

Elevation - "MS"

Elevation - "MG"

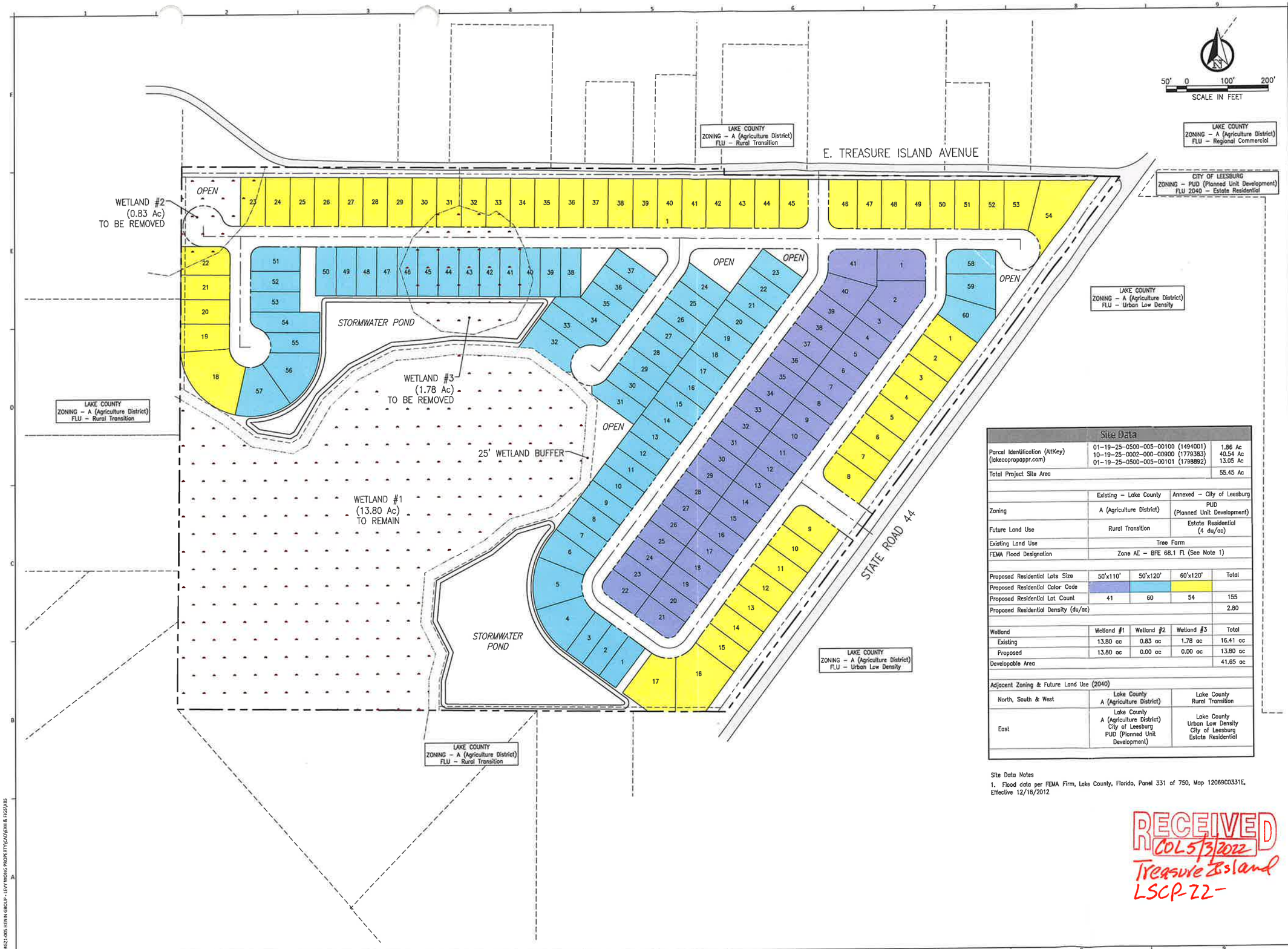

Elevation - "MG"


Elevation - "MS"


Elevation - "MH"

TYPICAL DARK SKY LIGHTING FIXTURES





Site Data		
Parcel Identification (AltKey) (lakecopropappr.com)	01-19-25-0500-005-00100 (1494001) 10-19-25-0002-000-00900 (1779383) 01-19-25-0500-005-00101 (1788892)	1.86 Ac 40.54 Ac 13.05 Ac
Total Project Site Area		55.45 Ac

	Existing – Lake County	Annexed – City of Leesburg
Zoning	A (Agriculture District)	PUD (Planned Unit Development)
Future Land Use	Rural Transition	Estate Residential (4 du/ac)
Existing Land Use	Tree Farm	
FEMA Flood Designation	Zone AE – BFE 68.1 Ft (See Note 1)	

Proposed Residential Lots Size	50'x110'	50'x120'	60'x120'	Total
Proposed Residential Color Code				
Proposed Residential Lot Count	41	60	54	155
Proposed Residential Density (du/ac)				2.80

Wetland	Wetland #1	Wetland #2	Wetland #3	Total
Existing	13.80 ac	0.83 ac	1.78 ac	16.41 ac
Proposed	13.80 ac	0.00 ac	0.00 ac	13.80 ac
Developable Area				41.65 ac

Adjacent Zoning & Future Land Use (2040)		
North, South & West	Lake County A (Agriculture District)	Lake County Rural Transition
East	Lake County A (Agriculture District) City of Leesburg PUD (Planned Unit Development)	Lake County Urban Low Density City of Leesburg Estate Residential

Site Data Notes

1. Flood data per FEMA Firm, Lake County, Florida, Panel 331 of 750, Map 12069C0331E, Effective 12/18/2012

RECEIVED
COL 5/3/2022
Treasure Island
LSCP-22-

Key Map:

Consultant(s)/Note(s)

LEGEND
- EXISTING PAVEMENT
- 25' WETLAND BUFFER
- PROPERTY BOUNDARY
- RIGHT-OF-WAY
- LOT LINE
- ROW DEDICATION
- ROADWAY CENTERLINE
- WETLAND LINE
- WETLAND BUFFER LINE

NO.	DATE:	DESCRIPTIONS:
SUBMISSIONS/REVISIONS		

DATE:	03/03/2022
VERTICAL DATUM:	NAVD 88
JOB NO.:	HG21-005
DESIGNED BY:	YFS
DRAWN BY:	YFS
CHECKED BY:	GB
APPROVED BY:	YFS
SCALE (FT)	NOTED/NTS

Project Name:
Treasures Trove

Jurisdiction:
City of Leesburg, Florida

Sheet Title:
Conceptual Site Plan

Sheet No.
FIG 13 & 14

CDS CIVIL DESIGN SOLUTIONS
CIVIL ENGINEERING & LAND DEVELOPMENT SERVICES
500 N. Maitland Avenue, Suite 111
Maitland, Florida 32751
407.636.4198 www.cdsllc-fl.com
FBPE CA No. 31631

NOT FOR CONSTRUCTION UNLESS SIGNED AND SEALED

Y.F. Steve Young, P.E.
Registration No. 58821
Date: 3/4/2022

This item has been electronically signed and sealed by Y.F. Steve Young, PE using a Digital Signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

P:\HG21-005 HENIN GROUP - LEVY WONG PROPERTY\GAD\EXH & FIGS\XBS



Elevation - “MC”


Elevation - “MG”


Elevation - “MS”



Elevation - "MH"



Elevation - "MG"



Elevation - "MS"



Elevation - "MC"


Elevation - "MG"


Elevation - "MS"



Elevation - “MG”



Elevation - “MH”



Elevation - “MS”

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.A.10.

Meeting Date: November 14, 2022

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 1.09 +/- acres; and being generally located north of U.S. Highway 441, east of Waters Edge Drive, west of Mark Road, and south of Brittany Boulevard, lying in Section 19, Township 19 South, Range 25 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 1; and providing an effective date. (Brittany Estates)

Staff Recommendation:
The Planning and Zoning staff and the Planning Commission recommend approval of the proposed ordinance for annexation of the Brittany Estates.

Analysis:
The applicant has submitted a request for annexation of approximately 1.09 acres of land generally located north of U.S. Highway 441, east of Waters Edge Drive, west of Mark Road, and south of Brittany Boulevard, as shown on the attached General Location Map. At this time, the property is dry storage for boats and trailers. The current zoning is Lake County A (Agriculture); the proposed zoning is City C-3 (Highway Commercial). The reason for this request is to attain water and sewer service. The proposal of the property is to allow for dry storage for boats and trailers.

The property is surrounded by Lake County RMRP (Mobile Home Rental Park District), Lake County R-2 (Community Commercial District), and City C-3 (Highway Commercial). Under the conditions of the rezoning 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 July 21, 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.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 1.09 +/- ACRES; AND BEING GENERALLY LOCATED NORTH OF U.S. HIGHWAY 441, EAST OF WATERS EDGE DRIVE, WEST OF MARK ROAD, AND SOUTH OF BRITTANY BOULEVARD, LYING IN SECTION 19, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; PROVIDING THAT SAID PROPERTY SO ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY; PROVIDING THAT SUCH ANNEXED PROPERTY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL SUCH TERRITORY HAD BEEN A PART OF THE CITY OF LEESBURG AT THE TIME OF PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES; PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE PLACED IN CITY COMMISSION DISTRICT 1; AND PROVIDING AN EFFECTIVE DATE. (BRITTANY ESTATES)

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 Claude Cox (Agent) for Brittany Estates for the property hereinafter described, shall be annexed into the city limits of the City of Leesburg, Florida, which petition has heretofore been approved by the City Commission of the City of Leesburg, Florida, pursuant to the provisions of the Laws of Florida, the hereinafter described property is hereby annexed and made a part of the city limits of the City of Leesburg, Florida. The subject property lying and situated in Lake County, Florida, is more particularly described as:

Legal Description
(See Exhibit A);

Section 2.

All of the property, real and personal, within said annexed territory, described in Section 1 above, as provided by this ordinance, and the inhabitants thereof, shall be subject to the government, jurisdiction, powers, franchises, duties, and privileges of the City of Leesburg, Florida, and the said annexed property shall be liable, proportionately, for all of the present outstanding and existing, as well as future, indebtedness of the City of Leesburg, Florida; that all of the ordinances of the City of Leesburg, and all the laws heretofore passed by the Legislature of the State of Florida relating to and which now or

hereafter constitute its Charter, shall apply to and have the same force and effect on such annexed territory as if all such annexed territory had been a part of the City of Leesburg, Florida, at the time of the passage and approval of said laws and ordinances. The property annexed here by is assigned to City Commission District 1;

Section 3.
All ordinances or parts of ordinances in conflict the any of the provisions of this ordinance are hereby repealed;

Section 4.
This ordinance shall become effective immediately upon approval at second reading.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the _____ day of _____, 2022.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

Exhibit A

Legal Description

EAST PARCEL

THAT PART OF GOVERNMENT LOTS 1 AND 5 IN SECTION 19, TOWNSHIP 19 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: BEGIN AT A POINT ON THE SOUTHERLY LINE OF THE ABANDONED RIGHT OF WAY OF THE SEABOARD COAST LINE RAILROAD THAT IS 200 FEET WEST OF THE EAST LINE OF SAID SECTION 19 WHEN MEASURED AT RIGHT ANGLES THERETO; THENCE RUN SOUTH PARALLEL WITH THE EAST LINE OF SAID SECTION 19 TO THE NORTHERLY LINE OF THE RIGHT OF WAY OF U. S. HIGHWAY NO. 441; THENCE EASTERLY ALONG THE NORTHERLY LINE OF THE RIGHT OF WAY OF U. S. HIGHWAY NO. 441 TO THE EAST LINE OF SAID SECTION 19; THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 19 TO THE SOUTHERLY LINE OF THE RIGHT OF WAY OF THE SEABOARD COAST LINE RAILROAD; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF THE RIGHT OF WAY OF THE SEABOARD COAST LINE RAILROAD TO THE POINT OF BEGINNING; LESS AND EXCEPT THE EAST 50 FEET THEREOF.

TOGETHER WITH THAT CERTAIN EASEMENT FOR INGRESS AND EGRESS GRANTED BY INSTRUMENT DATED OCTOBER 16, 1984, AND RECORDED IN OFFICIAL RECORDS BOOK 821, PAGE 1245, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND THAT CERTAIN EASEMENT FOR ROADWAY PURPOSES GRANTED BY INSTRUMENT DATED APRIL 4, 1985, AND RECORDED INOFFICIAL RECORDS BOOK 837, PAGE 460, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

WEST PARCEL

THAT PART OF THE WEST 175 FEET OF THE EAST 621.55 FEET OF GOVERNMENT LOT 1 IN SECTION 19, TOWNSHIP 19 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA, LYING SOUTH OF THE SOUTHERLY LINE OF THE ABANDONED RIGHT OF WAY OF THE SEABOARD COAST LINE RAILROAD.

ALSO

THAT PART OF GOVERNMENT LOT 5 IN SECTION 19, TOWNSHIP 19 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: BEGIN AT A POINT 446.55 FEET WEST OF THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 5 AND RUN WEST 175 FEET; THENCE SOUTH 76.35 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF THE RIGHT OF WAY OF U. S. HIGHWAY NO. 441; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID RIGHT OF WAY 176 FEET, MORE OR LESS, TO A POINT DUE SOUTH OF THE POINT OF BEGINNING; THENCE NORTH 48.72 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION: TAKEN FROM OFFICIAL RECORDS BOOK 1052, PAGE 1477, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA

Aerial



Planning & Zoning Division

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Brittany Estates R. O. Association
ANNX-22-259, SSCP-22-260, RZ-22-261
AK#s: 3929578, 3929579
Section 19, Township 19 South, Range 25 East
June 27, 2022

Surrounding Land Use



Planning & Zoning Division

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Brittany Estates R. O. Association
ANNX-22-259, SSCP-22-260, RZ-22-261
AK#s: 3929578, 3929579
Section 19, Township 19 South, Range 25 East
June 27, 2022

Commission Districts



Planning & Zoning Division

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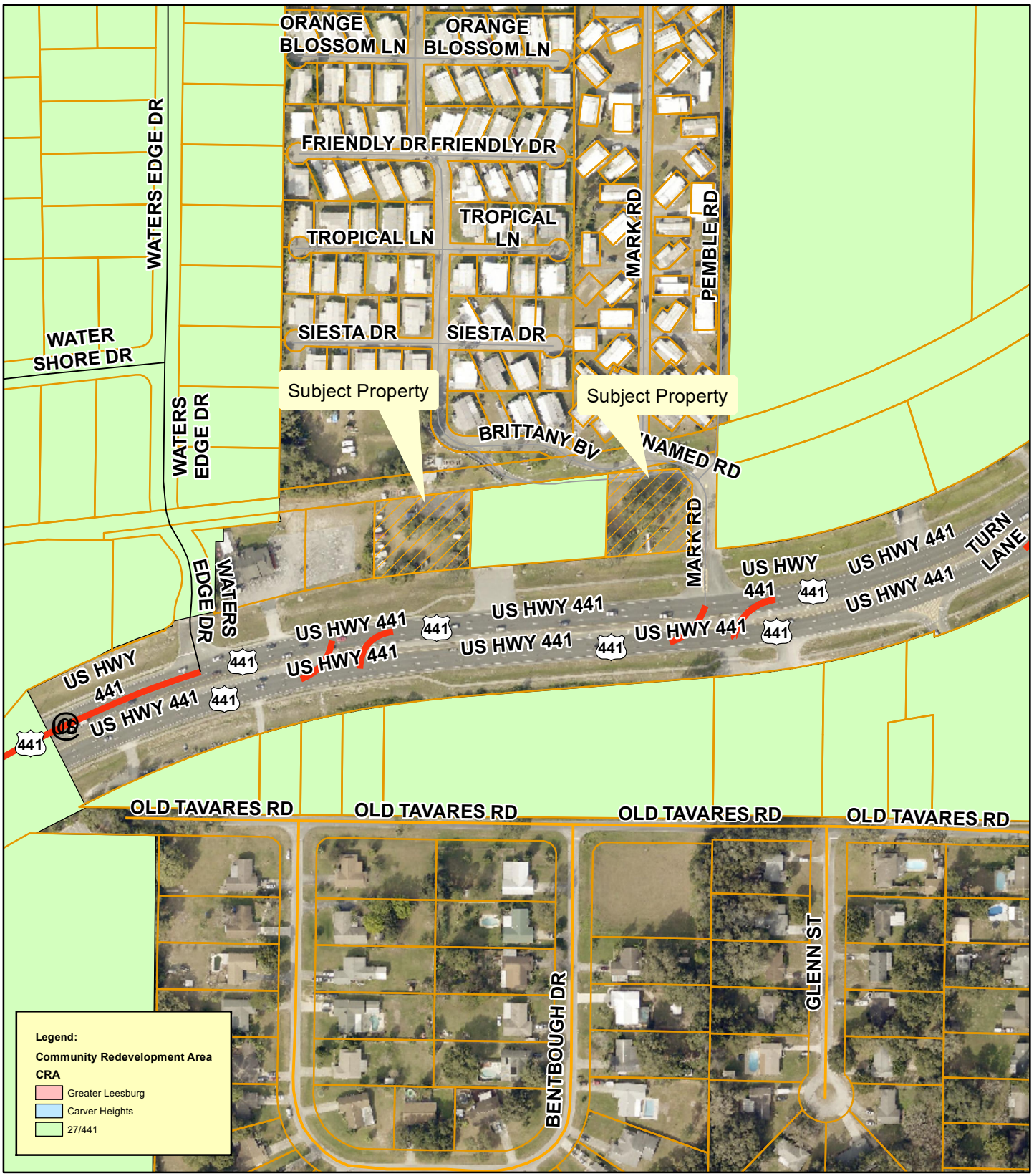
Brittany Estates R. O. Association
ANNX-22-259, SSCP-22-260, RZ-22-261
AK#s: 3929578, 3929579
Section 19, Township 19 South, Range 25 East
June 27, 2022

Community Redevelopment Area



Planning & Zoning Division

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Brittany Estates R. O. Association
ANNX-22-259, SSCP-22-260, RZ-22-261
AK#s: 3929578, 3929579
Section 19, Township 19 South, Range 25 East
June 27, 2022

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.A.11.

Meeting Date: November 14, 2022

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 1.09 +/- acres from Lake County Urban Medium Density to City of Leesburg Highway Commercial, for a property generally located north of U.S. Highway 441, east of Waters Edge Drive, west of Mark Road, and south of Brittany Boulevard, lying in Section 19, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Brittany Estates)

Staff Recommendation:
The Planning & Zoning Staff and the Planning Commission recommend approval of the proposed large-scale comp plan amendment of the City's Future Land Use Map on 1.09 +/- acres from Lake County Urban Medium Density to City of Leesburg Highway Commercial.

Analysis:
The project site is approximately 1.09 acres. The property is generally located north of U.S. Highway 441, east of Waters Edge Drive, west of Mark Road, and south of Brittany Boulevard. Currently, the property is dry storage for boats and trailers. The proposed use is for dry storage for boats and trailers. The surrounding Future Land Use Map designations of Lake County Urban Medium Density and City of Leesburg General Commercial are compatible, with the proposed future land use designation of City General Commercial. The proposed zoning designation of City C-3 (Highway Commercial) 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 July 21, 2022 and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the requested large-scale comprehensive plan amendment from Lake County Urban Medium 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.

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 1.09 +/- ACRES FROM LAKE COUNTY URBAN MEDIUM DENSITY TO CITY OF LEESBURG HIGHWAY COMMERCIAL, FOR A PROPERTY GENERALLY LOCATED NORTH OF U.S. HIGHWAY 441, EAST OF WATERS EDGE DRIVE, WEST OF MARK ROAD, AND SOUTH OF BRITTANY BOULEVARD, LYING IN SECTION 19, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (BRITTANY ESTATES)

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 1.09 acres of land generally located north of U.S. Highway 441, east of Waters Edge Drive, west of Mark Road, and south of Brittany Blvd from Lake County Urban Medium Density to City of Leesburg General Commercial, as shown on the revised map of said area, lying in Section 19, Township 19 South, Range 25 East;

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 the any of the provisions of this ordinance are hereby repealed;

Section 4.
This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the _____ day of _____, 2022.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

Exhibit A

Legal Description

EAST PARCEL

THAT PART OF GOVERNMENT LOTS 1 AND 5 IN SECTION 19, TOWNSHIP 19 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: BEGIN AT A POINT ON THE SOUTHERLY LINE OF THE ABANDONED RIGHT OF WAY OF THE SEABOARD COAST LINE RAILROAD THAT IS 200 FEET WEST OF THE EAST LINE OF SAID SECTION 19 WHEN MEASURED AT RIGHT ANGLES THERETO; THENCE RUN SOUTH PARALLEL WITH THE EAST LINE OF SAID SECTION 19 TO THE NORTHERLY LINE OF THE RIGHT OF WAY OF U. S. HIGHWAY NO. 441; THENCE EASTERLY ALONG THE NORTHERLY LINE OF THE RIGHT OF WAY OF U. S. HIGHWAY NO. 441 TO THE EAST LINE OF SAID SECTION 19; THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 19 TO THE SOUTHERLY LINE OF THE RIGHT OF WAY OF THE SEABOARD COAST LINE RAILROAD; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF THE RIGHT OF WAY OF THE SEABOARD COAST LINE RAILROAD TO THE POINT OF BEGINNING; LESS AND EXCEPT THE EAST 50 FEET THEREOF.

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LEGAL DESCRIPTION: TAKEN FROM OFFICIAL RECORDS BOOK 1052, PAGE 1477, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA

Aerial



Planning & Zoning Division

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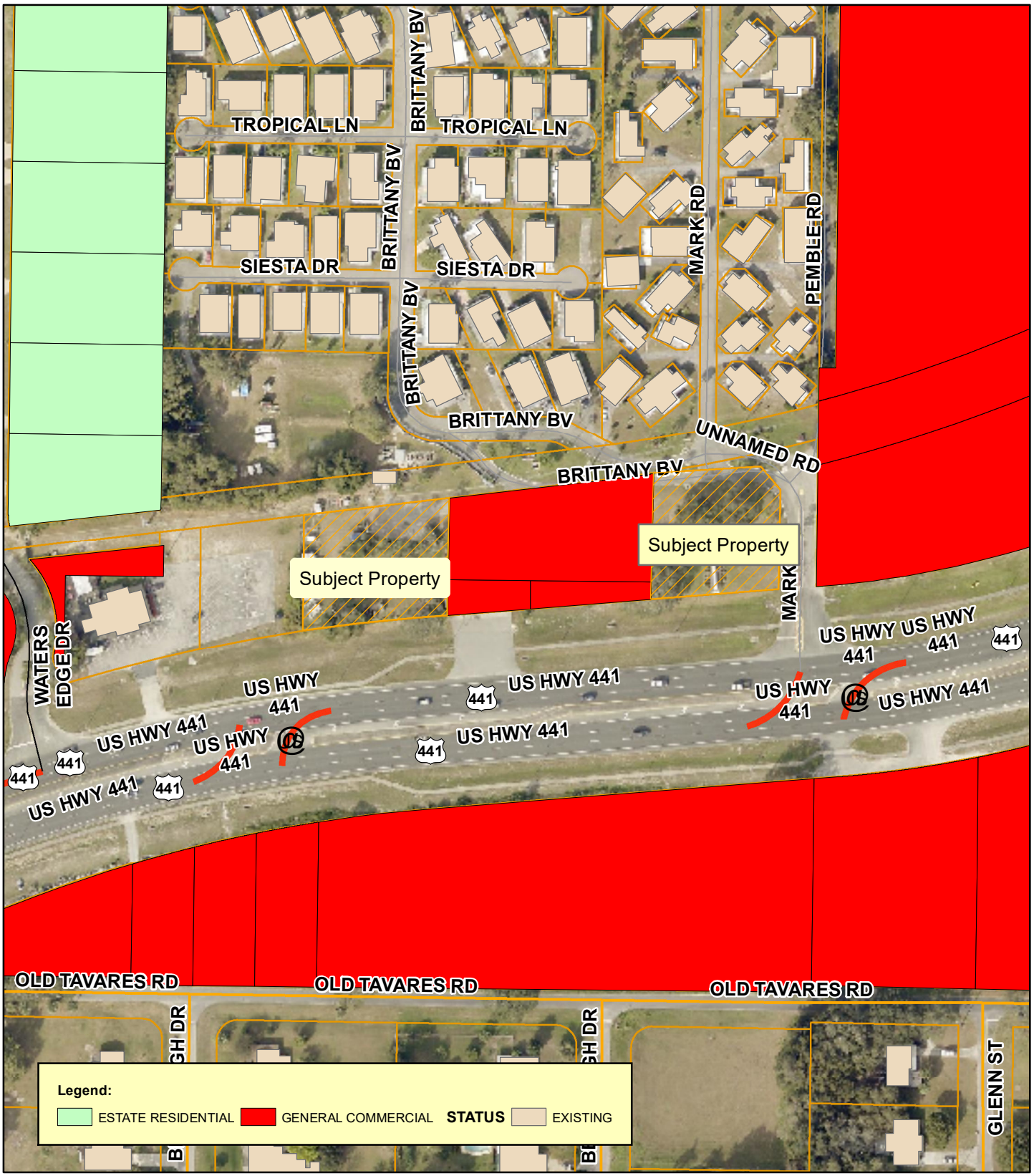
Brittany Estates R. O. Association
ANNX-22-259, SSCP-22-260, RZ-22-261
AK#s: 3929578, 3929579
Section 19, Township 19 South, Range 25 East
June 27, 2022

Future Land Use



Planning & Zoning Division

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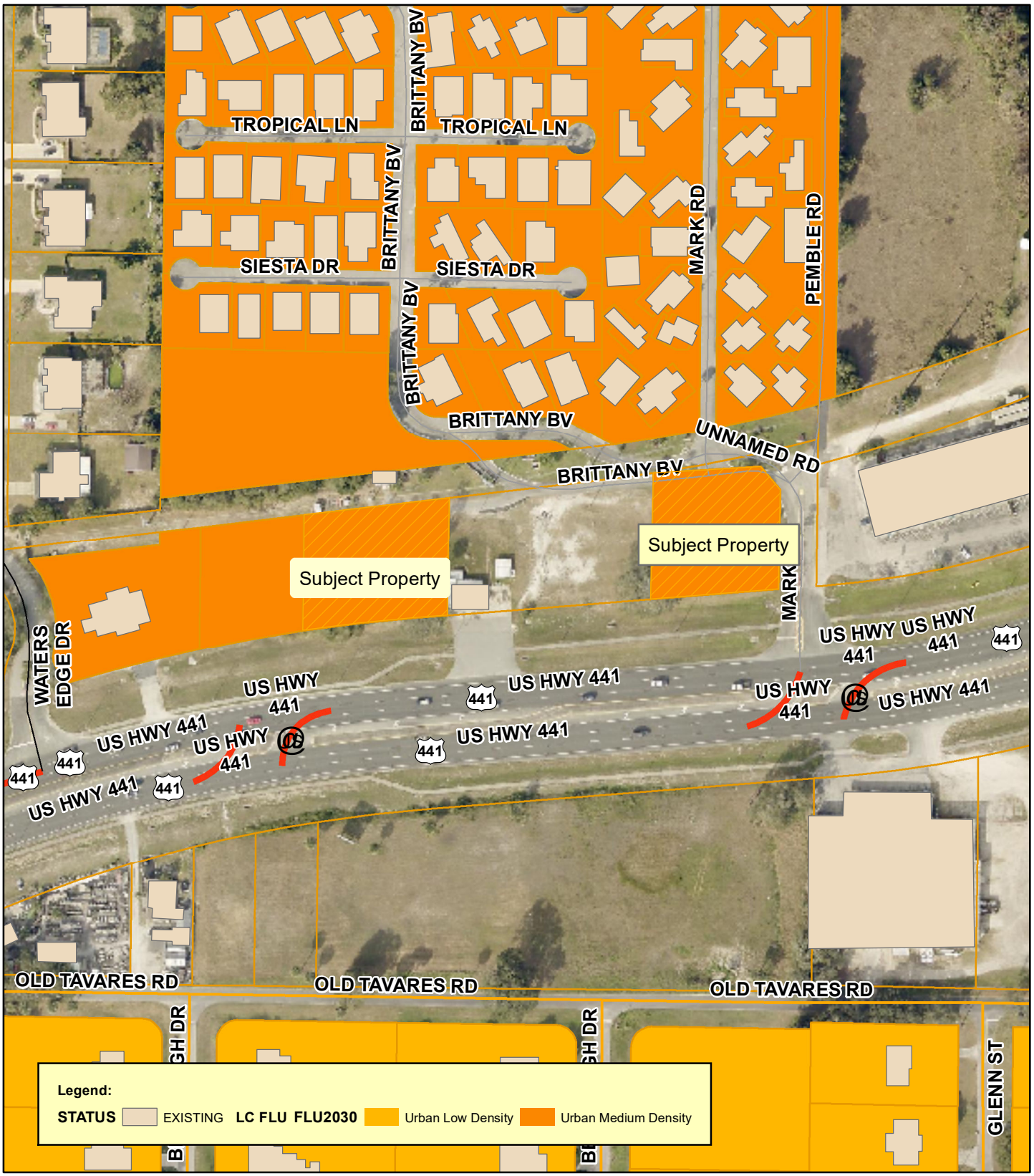
Brittany Estates R. O. Association
ANNX-22-259, SSCP-22-260, RZ-22-261
AK#: 3929578, 3929579
Section 19 Township 19 Range 25 East
July 21, 2022

Lake County Future Land Use



Planning & Zoning Division

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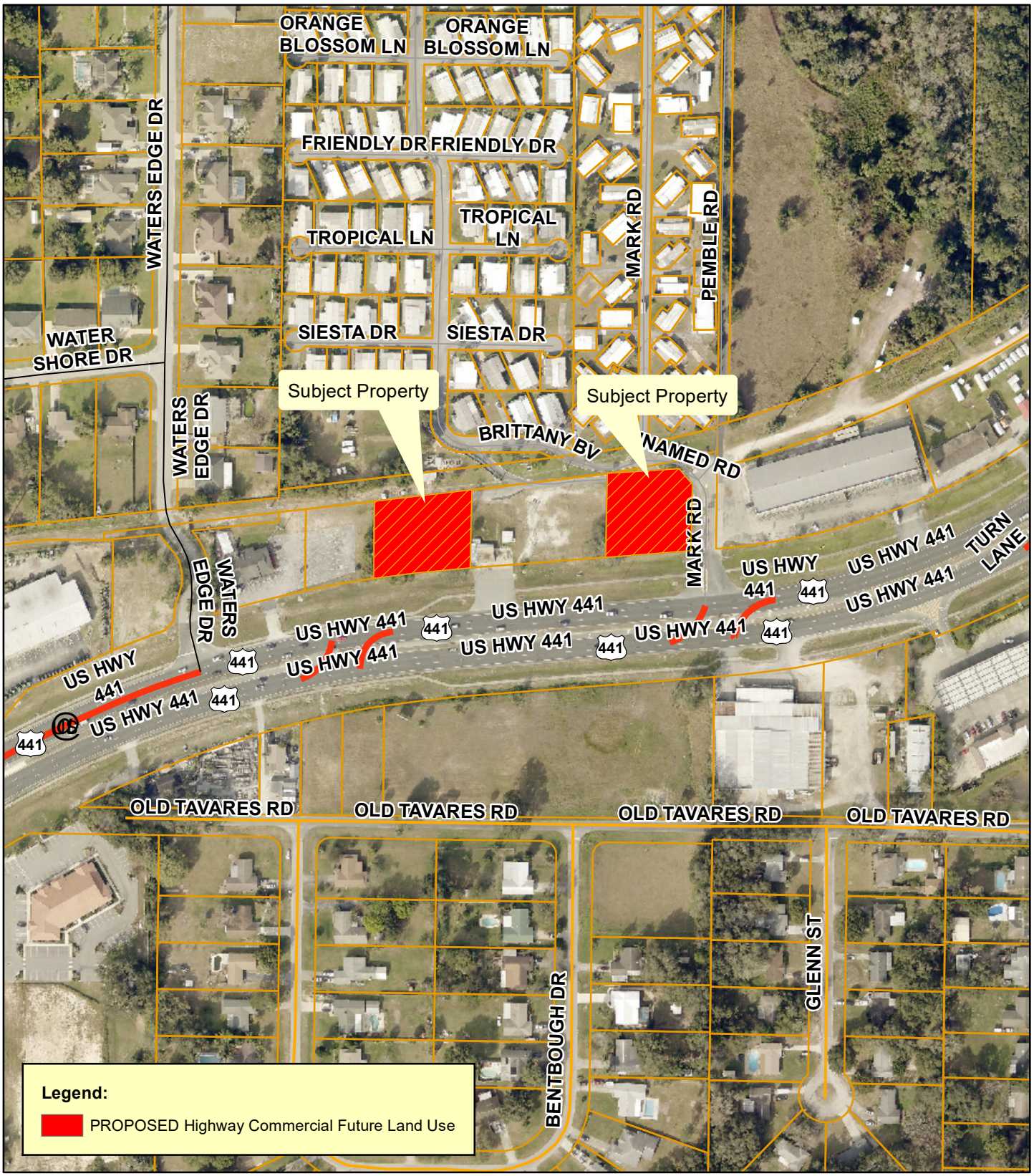
Brittany Estates R. O. Association
ANNX-22-259, SSCP-22-260, RZ-22-261
AK#: 3929578, 3929579
Section 19 Township 19 Range 25 East
July 21, 2022

PROPOSED Future Land Use



Planning & Zoning Division

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Brittany Estates R. O. Association
ANNX-22-259, SSCP-22-260, RZ-22-261
AK#s: 3929578, 3929579
Section 19, Township 19 South, Range 25 East
June 27, 2022

CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY

DATE: July 6, 2022
OWNER: Brittany Estates R.O. Association
PETITIONER: Brittany Estates R.O. Association
PROJECT: Brittany Commercial
REQUEST: Change Future Land Use Designation and Rezone to allow for dry storage for boats and trailers
CASE NO.: SSCP-22-260; RZ-22-261

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 7/15/22

FIRE

No comments received as of 7/15/22

ELECTRIC

Leesburg Electric has no objections. Steve Davis 7/6/22

GAS

No comment. Thank you, Brandon Smith 7/11/22

GIS

GIS has no comments. Tammy Magamoll 7/6/22

BUILDING

No comments received as of 7/15/22

PUBLIC WORKS

Public Works has no issues with this! Cliff Kelsey 7/7/22

ADDRESSING

No comments received as of 7/15/22

ECONOMIC DEVELOPMENT

No comments received as of 7/15/22

LAKE COUNTY PUBLIC WORKS

I have no comment. Thanks, Seth Lynch 7/15/22

LAKE COUNTY SCHOOLS

No comments received as of 7/15/22

PUBLIC RESPONSES

Approval

No comments received as of 7/15/22

Disapproval

No comments received as of 7/15/22

No comment

No comments received as of 7/15/22

Undecided

No comments received as of 7/15/22

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

PUBLIC COMMENTS (UNDECIDED)

CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS

DATE:	July 21, 2022
OWNER:	Brittany Estates R.O. Association
PETITIONER:	Brittany Estates R.O. Association
PROJECT:	Brittany Commercial
REQUEST:	Change Future Land Use category from Lake County Urban Medium Density to City of Leesburg General Commercial.
CASE NO.:	SSCP-22-260

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of this request for the following reason(s):

1. This project meets the requirements of Chapter 163.3187(1)(c) Florida Statutes, for Small Scale Comprehensive Plan Amendments.

2. The proposed Future Land Use Designation of General Commercial is compatible with the current surrounding Future Land Use categories of Lake County Urban Medium Density and City General Commercial.

3. The proposed Future Land Use Designation of General Commercial is compatible with the proposed zoning City C-3 (Highway Commercial), and does not appear to create a detriment to the adjacent zoning districts of Lake County RMRP (Mobile Home Rental Park District), C-2 (Community Commercial District), and City of Leesburg City C-3 (Highway Commercial).

4. The proposed Future Land Use Designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to approve staff's recommendation to change the future land use of the subject property from Lake County Urban Medium Density to City of Leesburg General Commercial and forward to the City Commission for consideration.

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.A.12.

Meeting Date: November 14, 2022

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 1.09+/- acres from Lake County RMRP (Mobile Home Rental Park District) and Lake County C-2 (Community Commercial District) to City C-3 (Highway Commercial) to allow dry storage for boats and trailers for a property generally located north of U.S. Highway 441, east of Waters Edge Drive, west of Mark Road, and south of Brittany Boulevard, lying in Section 19, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Brittany Estates)

Staff Recommendation:
Planning and Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from Lake County RMRP (Mobile Home Rental Park District) and Lake County C-2 (Community Commercial District) to City C-3 (Highway Commercial) to allow dry storage for boats and trailers.

Analysis:
The project site is approximately 1.09 +/- acres, and is generally located north of U.S. Highway 441, east of Waters Edge Drive, west of Mark Road, and south of Brittany Boulevard as shown on the attached maps. At this time, the property is dry storage for boats and trailers. The proposal is to continue this use. The existing land uses surrounding the property are residential, vacant commercial, light manufacturing, and commercial. City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on July 21, 2022 and recommended approval.

Procurement Analysis:
N/A

Options:
1. Approve the proposed rezoning to C-3 (Highway Commercial); or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

Future development of this site will create a substantial positive fiscal impact on the City of Leesburg, in the form of impact and utility fees, plus ad valorem taxes.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 1.09+/- ACRES FROM LAKE COUNTY RMRP (MOBILE HOME RENTAL PARK DISTRICT) AND LAKE COUNTY C-2 (COMMUNITY COMMERCIAL DISTRICT) TO CITY C-3 (HIGHWAY COMMERCIAL) TO ALLOW DRY STORAGE FOR BOATS AND TRAILERS FOR A PROPERTY GENERALLY LOCATED NORTH OF U.S. HIGHWAY 441, EAST OF WATERS EDGE DRIVE, WEST OF MARK ROAD, AND SOUTH OF BRITTANY BOULEVARD, LYING IN SECTION 19, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (BRITTANY ESTATES)

BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA, that:

Section 1.
Based upon the petition of Claude Dox (Agent) for Brittany Estates R.O. Association 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 RMRP (Mobile Home Rental Park District) and Lake County C-2 (Community Commercial District) to City C-3 (Highway Commercial), 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

Aerial



Planning & Zoning Division

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Brittany Estates R. O. Association
ANNX-22-259, SSCP-22-260, RZ-22-261
AK#s: 3929578, 3929579
Section 19, Township 19 South, Range 25 East
June 27, 2022

Zoning



Planning & Zoning Division

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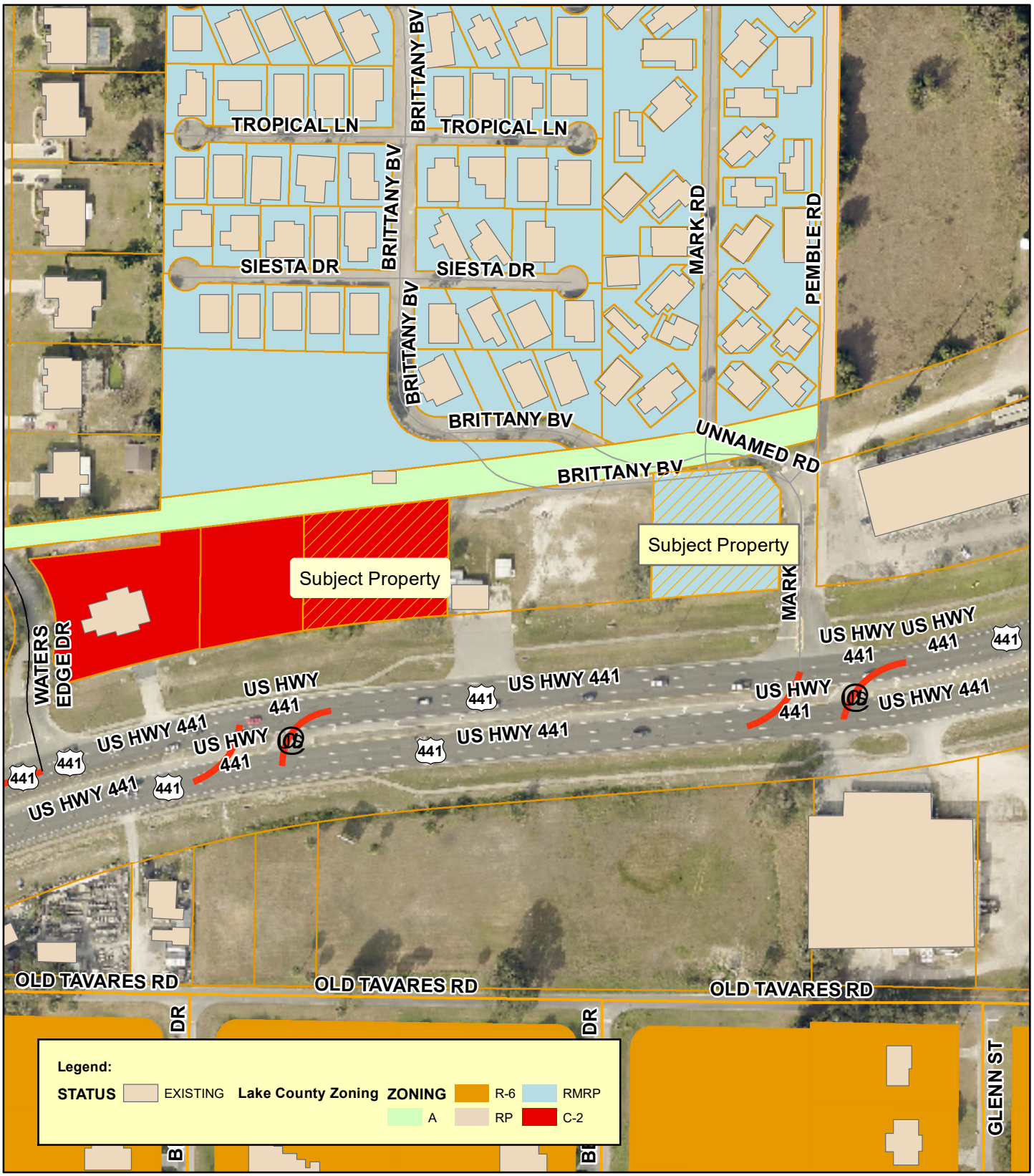
Brittany Estates R. O. Association
ANNX-22-259, SSCP-22-260, RZ-22-261
AK#: 3929578, 3929579
Section 19 Township 19 Range 25 East
July 21, 2022

Lake County Zoning



Planning & Zoning Division

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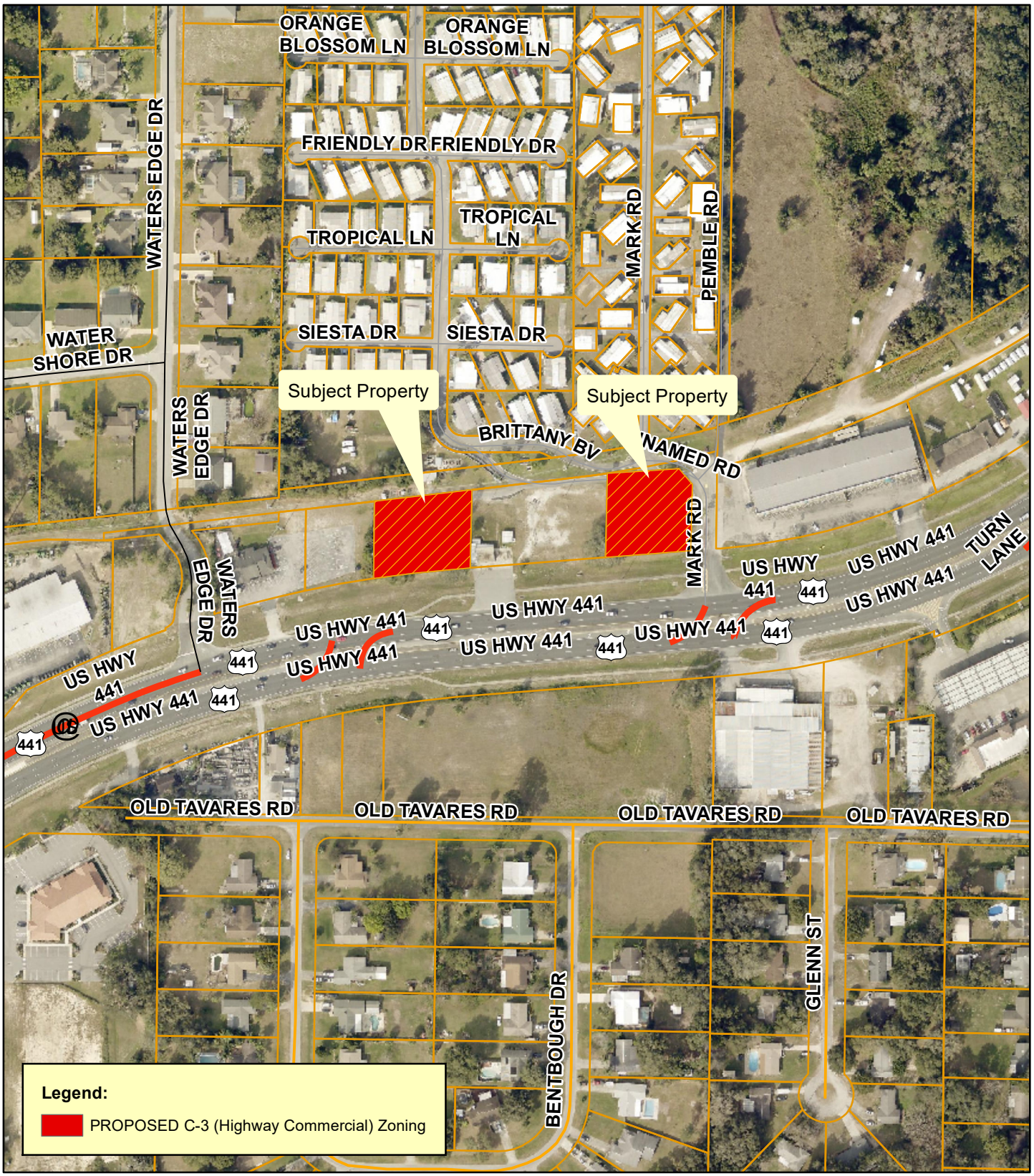
Brittany Estates R. O. Association
ANNX-22-259, SSCP-22-260, RZ-22-261
AK#: 3929578, 3929579
Section 19 Township 19 Range 25 East
July 21, 2022

PROPOSED Zoning



Planning & Zoning Division

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Brittany Estates R. O. Association
ANNX-22-259, SSCP-22-260, RZ-22-261
AK#s: 3929578, 3929579
Section 19, Township 19 South, Range 25 East
June 27, 2022

Surrounding Land Use



Planning & Zoning Division

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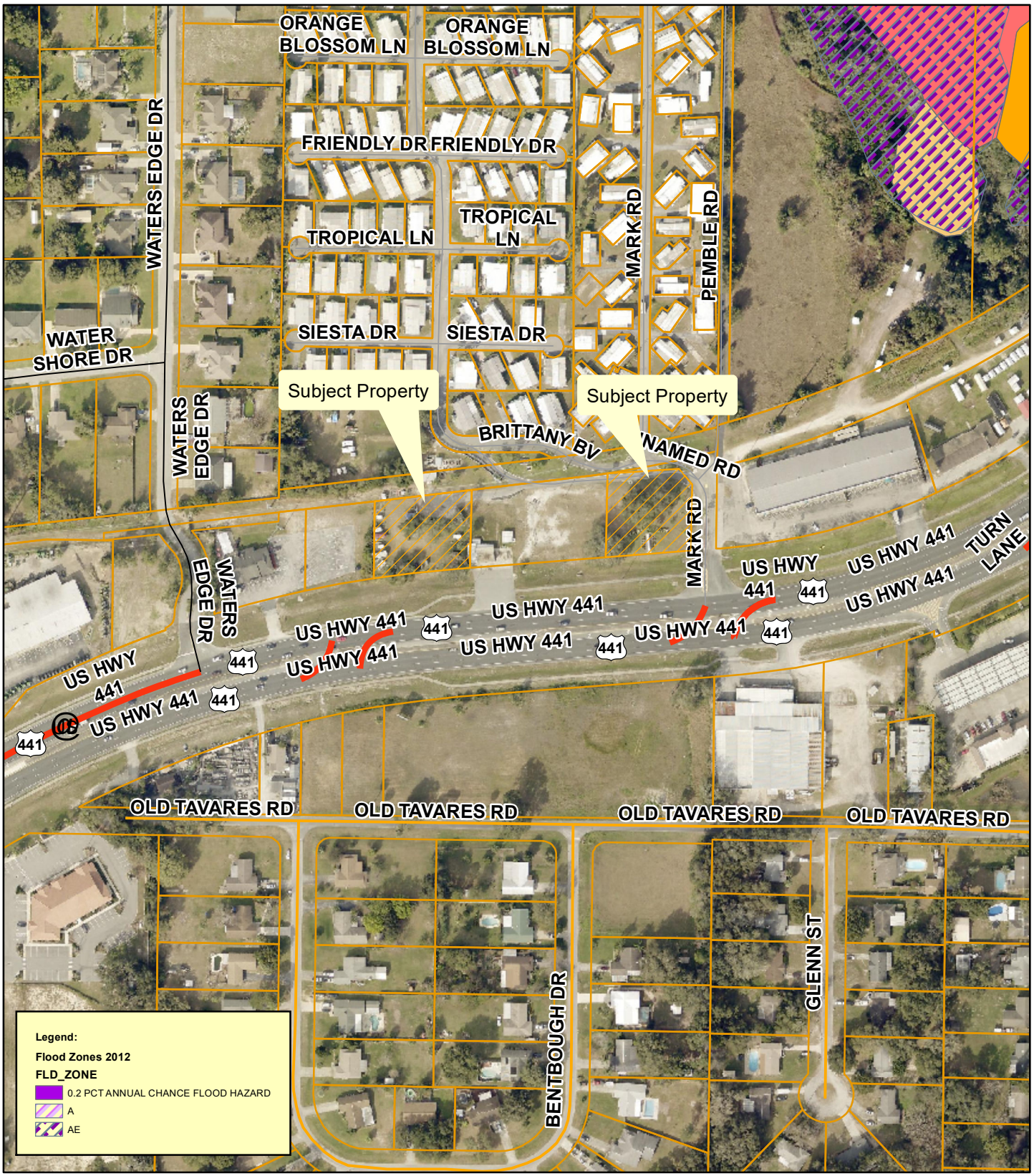
Brittany Estates R. O. Association
ANNX-22-259, SSCP-22-260, RZ-22-261
AK#s: 3929578, 3929579
Section 19, Township 19 South, Range 25 East
June 27, 2022

Wetlands & Flood Zones



Planning & Zoning Division

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Brittany Estates R. O. Association
ANNX-22-259, SSCP-22-260, RZ-22-261
AK#s: 3929578, 3929579
Section 19, Township 19 South, Range 25 East
June 27, 2022

CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY

DATE: July 6, 2022
OWNER: Brittany Estates R.O. Association
PETITIONER: Brittany Estates R.O. Association
PROJECT: Brittany Commercial
REQUEST: Change Future Land Use Designation and Rezone to allow for dry storage for boats and trailers
CASE NO.: SSCP-22-260; RZ-22-261

GENERAL LOCATION: North of US Highway 441, east of Waters Edge Drive, west of Mark Road, and south of Brittany Blvd

FUTURE LAND USE DESIGNATION: Lake County Urban Medium Density

SURROUNDING FUTURE LAND USE DESIGNATION:
North – Lake County Urban Medium Density
South – City General Commercial
East – City General Commercial
West – Lake County Urban Medium Density

PROPOSED FUTURE LAND USE DESIGNATION: City General Commercial

EXISTING ZONING DESIGNATION: Lake County RMRP (Mobile Home Rental Park District) and Lake County C-2 (Community Commercial District)

SURROUNDING ZONING DESIGNATIONS:
North – Lake County RMRP (Mobile Home Rental Park District)
South – City C-3 (Highway Commercial)
East – City C-3 (Highway Commercial)
West – Lake County C-2 (Community Commercial District)

PROPOSED ZONING DESIGNATION: C-3 (Highway Commercial)

EXISTING LAND USE: Dry storage for boats/trailers

SURROUNDING LAND USE:
North – Residential, Vacant Commercial
South – Vacant Commercial, Light Manufacturing
East – Residential; Commercial
West – Residential; Vacant Commercial

PROPOSED LAND USE: Dry storage for boats/trailers

CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS

DATE:	July 21, 2022
OWNER:	Brittany Estates R.O. Association
PETITIONER:	Brittany Estates R.O. Association
PROJECT:	Brittany Commercial
REQUEST:	Rezone from Lake County RMRP (Mobile Home Rental Park District) and C-2 (Community Commercial District) to City of Leesburg C-3 (Highway Commercial)
CASE NO.:	RZ-22-261

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 RMRP (Mobile Home Rental Park District), Lake County C-2 (Community Commercial District), and City C-3 (Highway Commercial).

2. The proposed request of the C-3 (Highway Commercial) zoning is compatible with the proposed City Future Land Use designation of General Commercial.

3. The proposed modification does not appear to create a detriment to surrounding properties and will allow for appropriate uses at this location.

Action Requested:

1. Vote to approve staff's recommendation to rezone the subject property from Lake County RMRP (Mobile Home Rental Park District) and C-2 (Community Commercial District) City of Leesburg C-3 (Highway Commercial) and forward the recommendation to the City Commission for consideration.

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.A.13.

Meeting Date: November 14, 2022

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 3.42+/- acres; and being generally located south of West Main Street and east of Progress Road, lying in Section 29, 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 3; and providing an effective date. (Leesburg Small Bay)

Staff Recommendation:
The Planning and Zoning staff and the Planning Commission recommend approval of the proposed ordinance for annexation of Leesburg Small Bay.

Analysis:
The applicant has submitted a request for annexation of approximately 3.42 acres of land generally located south of West Main Street and east of Progress Road, as shown on the attached General Location Map. At this time, the property is for warehouse use. The current zoning is Lake County HM (Heavy Industrial District); the proposed zoning is City M-1 (Industrial). The reason for this request is to attain water and sewer service. The proposal of the property is for warehouse use.

The property is surrounded by Lake County HM (Heavy Industrial District), Lake County LM (Light Industrial District) and City M-1 (Industrial). There are 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 July 21, 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.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 3.42+/- ACRES; AND BEING GENERALLY LOCATED SOUTH OF WEST MAIN STREET AND EAST OF PROGRESS ROAD, LYING IN SECTION 29, 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 3; AND PROVIDING AN EFFECTIVE DATE. (LEESBURG SMALL BAY)

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 Christopher L. Johnson (Petitioner) for Walker & Lee Investments LLC for the property hereinafter described, shall be annexed into the city limits of the City of Leesburg, Florida, which petition has heretofore been approved by the City Commission of the City of Leesburg, Florida, pursuant to the provisions of the Laws of Florida, the hereinafter described property is hereby annexed and made a part of the city limits of the City of Leesburg, Florida. The subject property lying and situated in Lake County, Florida, is more particularly described as:

Legal Description
(See Exhibit A);

Section 2.

All of the property, real and personal, within said annexed territory, described in Section 1 above, as provided by this ordinance, and the inhabitants thereof, shall be subject to the government, jurisdiction, powers, franchises, duties, and privileges of the City of Leesburg, Florida, and the said annexed property shall be liable, proportionately, for all of the present outstanding and existing, as well as future, indebtedness of the City of Leesburg, Florida; that all of the ordinances of the City of Leesburg, and all the laws heretofore passed by the Legislature of the State of Florida relating to and which now or hereafter constitute its Charter, shall apply to and have the same force and effect on such annexed

territory as if all such annexed territory had been a part of the City of Leesburg, Florida, at the time of the passage and approval of said laws and ordinances. The property annexed here by is assigned to City Commission District 3.;

Section 3.
All ordinances or parts of ordinances in conflict the 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

The East 428.93 feet of the West ½ of the Northeast ¼ in Section 29, Township 19 South, Range 24 East, Lake County Florida, lying South of the Southerly Right-of-Way line of State Road No. 44 as it now exists (January, 2006) and North of the North Boundary of Lot 5 in LEESBURG WEST INDUSTRIAL PARK, A SUBDIVISION IN THE CITY OF LEESBURG, FLORIDA, according to the plat thereof, recorded in Plat Book 29, Page 85, Public Records of Lake County, Florida. Less and except the following described properties: Warranty Deed recorded in Official Records Book 593, Page 1509; Warranty Deed recorded in Official Records Book 662, Page 2295; Warranty Deed recorded in Official Records Book 694, Page 1592 and Warranty Deed recorded in Official Records Book 718, Page 2028, Public Records of Lake County, Florida.

Aerial



Planning & Zoning Division

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Feet

Leesburg Small Bay
3831 West Main Street
AK#: 1800901
Section 29, Township 19 South, Range 24 East
June 27, 2022

Surrounding Property Owners



Planning & Zoning Division

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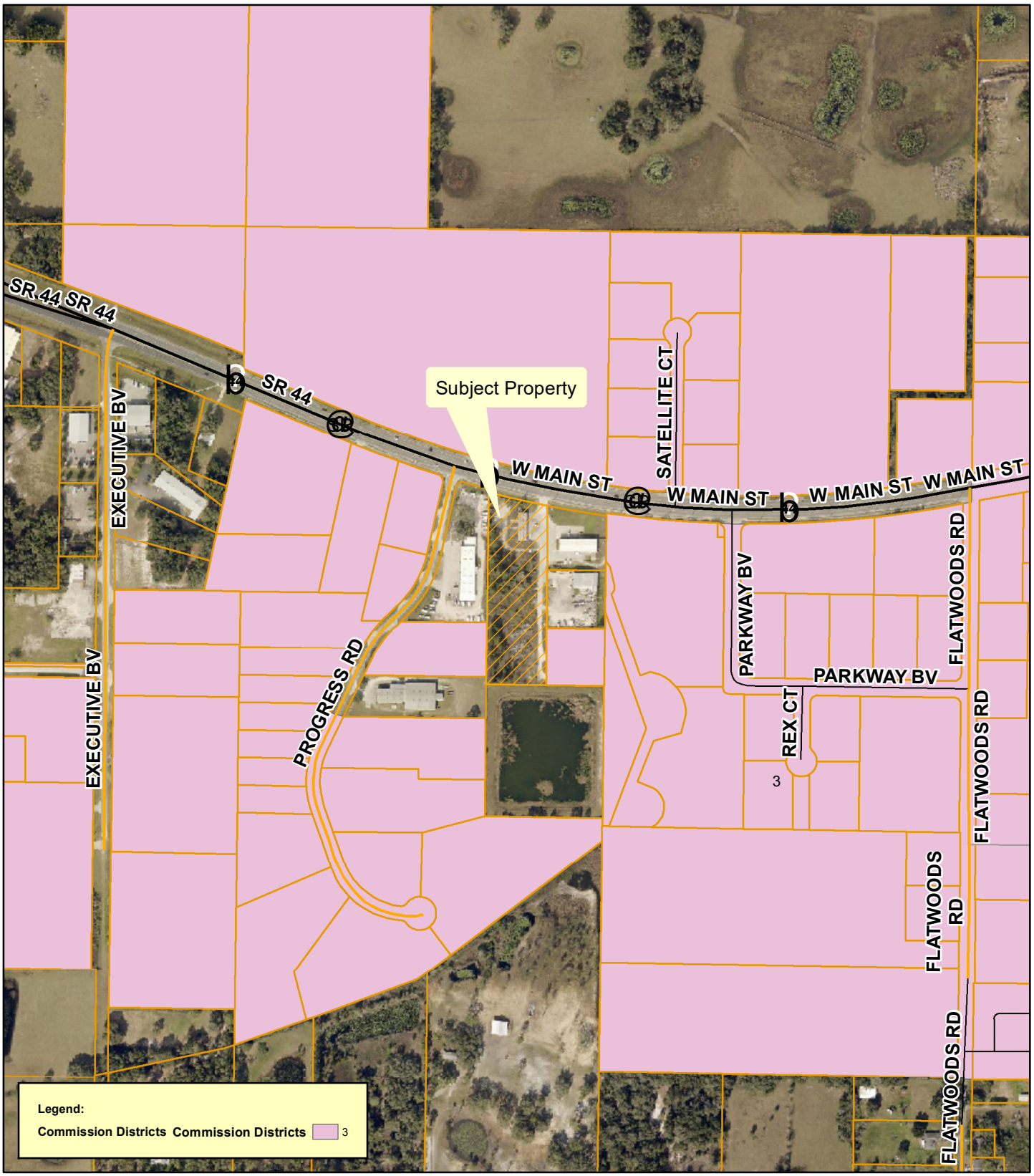
Leesburg Small Bay
3831 W Main Street
AK # 1800901
Section 29 Township 19 South Range 24 East
July 21, 2022

Commission District



Planning & Zoning Division

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Leesburg Small Bay
3831 West Main Street
AK#: 1800901
Section 29, Township 19 South, Range 24 East
June 27, 2022

Community Redevelopment Area



Planning & Zoning Division

Leesburg Small Bay
3831 West Main Street
AK#: 1800901
Section 29, Township 19 South, Range 24 East
June 27, 2022

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.A.14.

Meeting Date: November 14, 2022

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 3.42 +/- acres from Lake County Industrial to City of Leesburg Industrial, for a property generally located south of West Main Street and east of Progress Road, lying in Section 29, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Leesburg Small Bay)

Staff Recommendation:
The Planning & Zoning Staff and the Planning Commission recommend approval of the proposed large-scale comp plan amendment of the City's Future Land Use Map on 3.42+/- acres from Lake County Industrial to City of Leesburg Industrial.

Analysis:
The project site is approximately 3.42 acres. The property is generally located south of West Main Street and east of Progress Road. Currently, the property is for warehouse use. The proposed use is for warehouse use. The surrounding Future Land Use Map designations of Lake County Industrial, City of Leesburg Industrial, and Conservation are compatible, with the proposed future land use designation of City Industrial. The proposed zoning designation of City Industrial 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 July 21, 2022 and recommended approval.

Procurement Analysis:
N/A

Options:

1. Approve the requested large-scale comprehensive plan amendment from Lake County Industrial to City of Leesburg Industrial; 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.

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 3.42 +/- ACRES FROM LAKE COUNTY INDUSTRIAL TO CITY OF LEESBURG INDUSTRIAL, FOR A PROPERTY GENERALLY LOCATED SOUTH OF WEST MAIN STREET AND EAST OF PROGRESS ROAD, LYING IN SECTION 29, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (LEESBURG SMALL BAY)

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 3.42 acres of land generally located south of West Main Street and east of Progress Road from Lake County Industrial to City of Leesburg Industrial, as shown on the revised map of said area, lying in Section 29, Township 19 South, Range 24 East, Lake County Florida;

Section 2.
All ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed;

Section 3.
This ordinance shall become effective upon its passage and adoption, according to law.

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

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

Exhibit A

Legal Description

The East 428.93 feet of the West ½ of the Northeast ¼ in Section 29, Township 19 South, Range 24 East, Lake County Florida, lying South of the Southerly Right-of-Way line of State Road No. 44 as it now exists (January, 2006) and North of the North Boundary of Lot 5 in LEESBURG WEST INDUSTRIAL PARK, A SUBDIVISION IN THE CITY OF LEESBURG, FLORIDA, according to the plat thereof, recorded in Plat Book 29, Page 85, Public Records of Lake County, Florida. Less and except the following described properties: Warranty Deed recorded in Official Records Book 593, Page 1509; Warranty Deed recorded in Official Records Book 662, Page 2295; Warranty Deed recorded in Official Records Book 694, Page 1592 and Warranty Deed recorded in Official Records Book 718, Page 2028, Public Records of Lake County, Florida.

Aerial



Planning & Zoning Division

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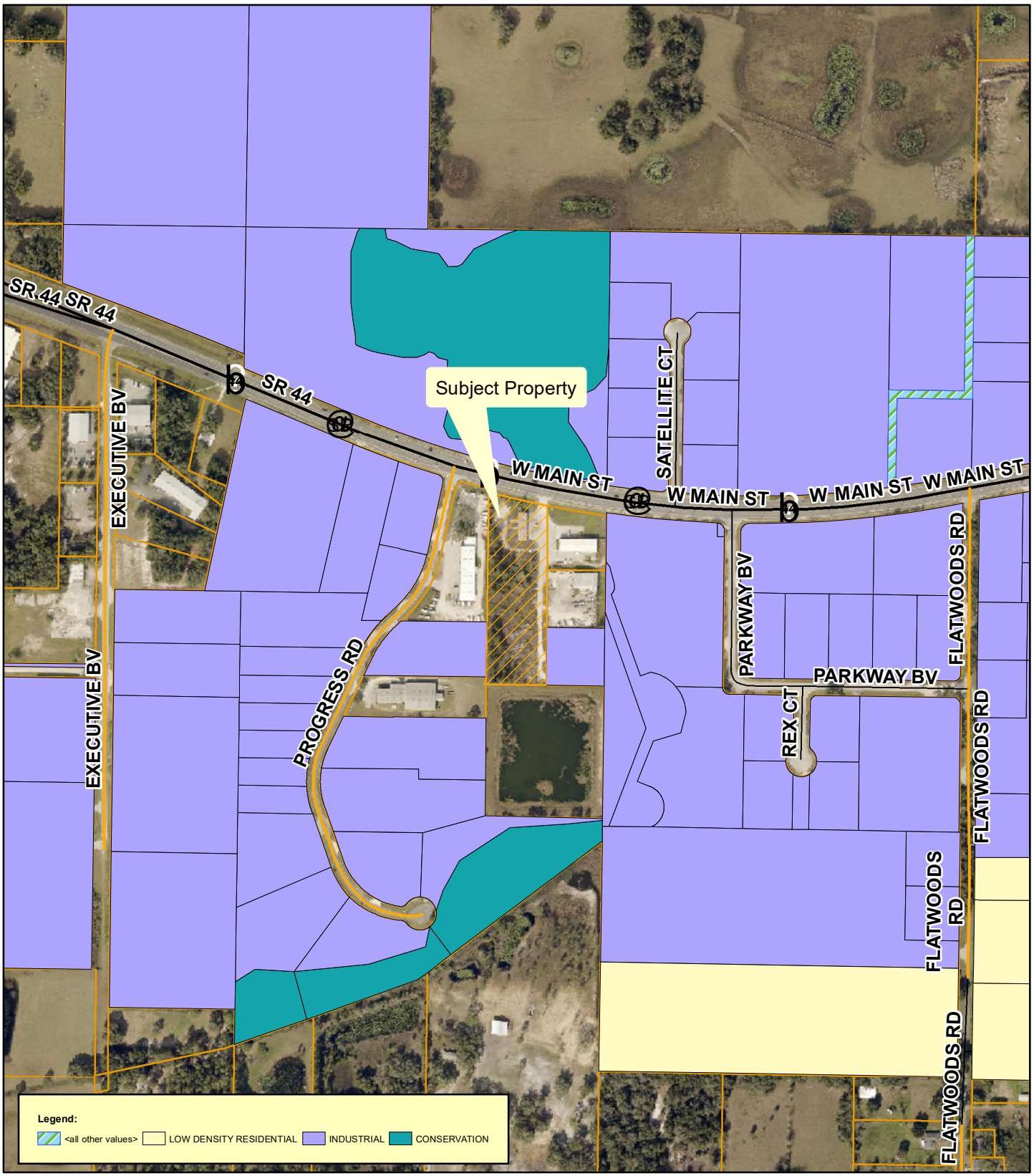
Leesburg Small Bay
3831 West Main Street
AK#: 1800901
Section 29, Township 19 South, Range 24 East
June 27, 2022

Future Land Use



Planning & Zoning Division

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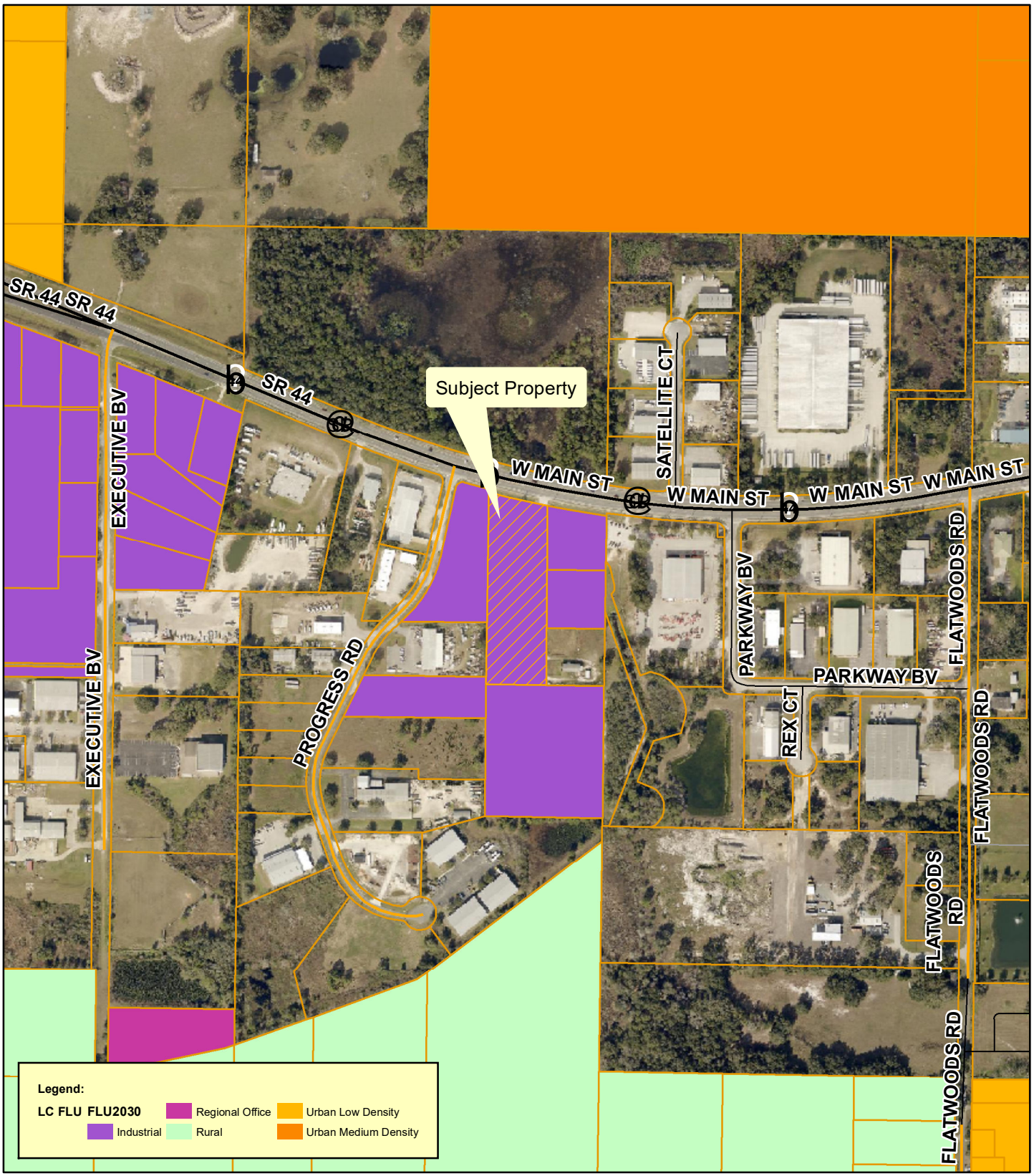
Leesburg Small Bay
3831 West Main Street
AK#: 1800901
Section 29, Township 19 South, Range 24 East
June 27, 2022

Lake County Future Land Use



Planning & Zoning Division

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Leesburg Small Bay
3831 West Main Street
AK#: 1800901
Section 29, Township 19 South, Range 24 East
June 27, 2022

PROPOSED Future Land Use



Planning & Zoning Division

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Leesburg Small Bay (Walker Lee)
ANNX-22-298; SSCP-22-299; RZ-22-300
3831 West Main Street
AK#: 1800901
Section 29, Township 19 South, Range 24 East
July 5, 2022

Surrounding Land Use



Planning & Zoning Division

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0 30 60 90 120
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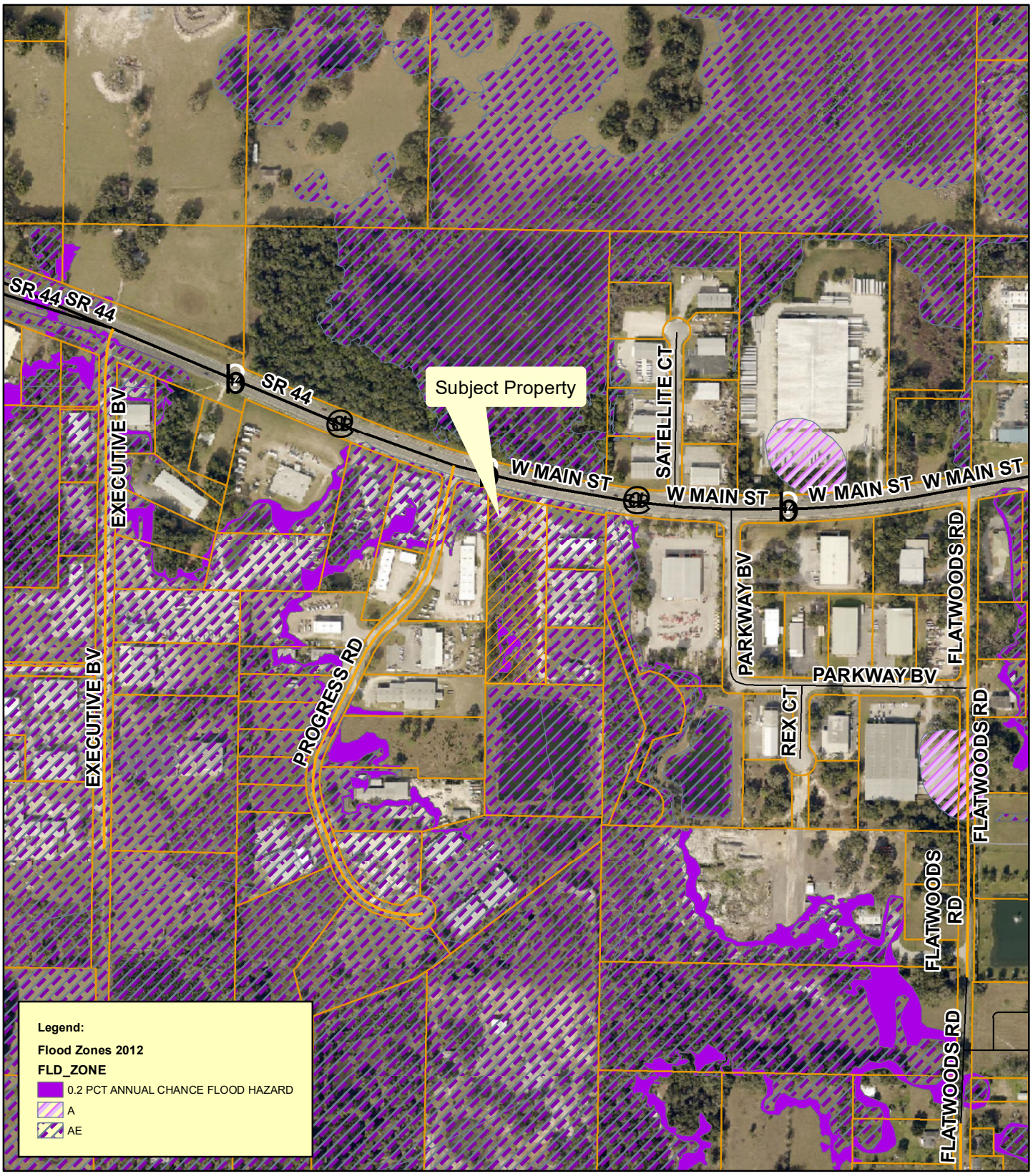
Leesburg Small Bay
3831 W Main Street
AK # 1800901
Section 29 Township 19 South Range 24 East
July 21, 2022

Flood Zones



Planning & Zoning Division

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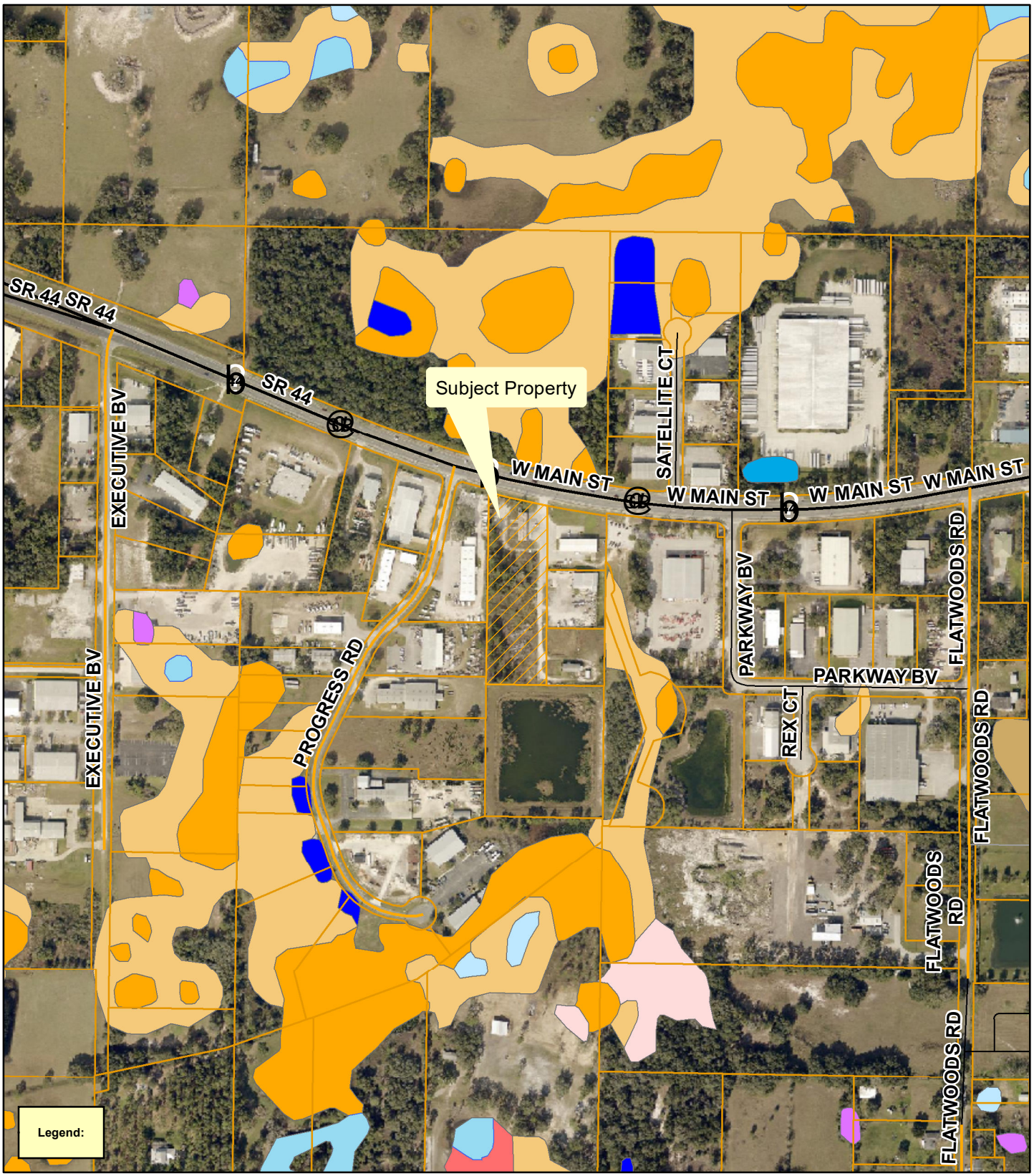
Leesburg Small Bay
3831 West Main Street
AK#: 1800901
Section 29, Township 19 South, Range 24 East
June 27, 2022

Wetlands



Planning & Zoning Division

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Leesburg Small Bay
3831 West Main Street
AK#: 1800901
Section 29, Township 19 South, Range 24 East
June 27, 2022

CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY

DATE: July 5, 2022

OWNER: Leesburg Small Bay (Walker & Lee Investments, LLC)
PETITIONER: Christopher L. Johnson
PROJECT: Leesburg Small Bay
REQUEST: Change Future Land Use Designation and Rezone utilize City of Leesburg utilities
CASE NO.: SSCP-22-299; RZ-22-300

GENERAL LOCATION: South of West Main Street and east of Progress Road.

FUTURE LAND USE DESIGNATION: Lake County Industrial

SURROUNDING FUTURE LAND USE DESIGNATION:
North – City Industrial, Conservation
South – Lake County Industrial
East – Lake County Industrial, City Industrial
West – Lake County Industrial, City Industrial

PROPOSED FUTURE LAND USE DESIGNATION: Industrial

EXISTING ZONING DESIGNATION: Lake County HM (Heavy Industrial District)

SURROUNDING ZONING DESIGNATIONS:
North – City M-1 (Industrial)
South – Lake County HM (Heavy Industrial District)
East – Lake County LM (Light Industrial District), City M-1 (Industrial)
West – Lake County HM (Heavy Industrial District), City M-1 (Industrial)

PROPOSED ZONING DESIGNATION: M-1 (Industrial)

EXISTING LAND USE: Light Manufacturing Pre-Eng Building

SURROUNDING LAND USE:
North – City Industrial, Conservation
South – Lake County Industrial
East – Lake County Industrial, City Industrial
West – Lake County Industrial, City Industrial

PROPOSED LAND USE: Small Bay Warehouse

CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY

DATE: July 5, 2022
OWNER: Leesburg Small Bay (Walker & Lee Investments, LLC)
PETITIONER: Christopher L. Johnson
PROJECT: Leesburg Small Bay
REQUEST: Change Future Land Use Designation and Rezone utilize City of Leesburg utilities
CASE NO.: SSCP-22-299; RZ-22-300

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 7/15/22

FIRE

No commentss received as of 7/15/22

ELECTRIC

Leesburg Electric has no objections. Easements will be required. It is suggested the developer touch base with Electric prior to submitting a site plan to work out easement issues, as well as future power requirements and locations. Steve Davis 7/6/22

GAS

Natural gas is available. Brandon Smith 7/11/22

GIS

GIS has no comments. Tammy Magamoll 7/6/22

BUILDING

No comments received as of 7/15/22

PUBLIC WORKS

Public Works has no issues with this item, however the proponent should be advised that they are in the Leesburg Utilities Service Area and can/must connect to our services regardless of zoning use. Cliff Kelsey 7/7/22

ADDRESSING

No comments received as of 7/15/22

ECONOMIC DEVELOPMENT

No comments received as of 7/15/22

LAKE COUNTY PUBLIC WORKS

I have no comment on this rezoning. Thanks, Seth Lynch 7/15/22

LAKE COUNTY SCHOOLS

No comments received as of 7/15/22

PUBLIC RESPONSES

Approval

No comments received as of 7/15/22

Disapproval

No comments received as of 7/15/22

No comment

No comments received as of 7/15/22

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS

DATE:	July 21, 2022
OWNER:	Leesburg Small Bay (Walker & Lee Investments, LLC)
PETITIONER:	Christopher L. Johnson
PROJECT:	Leesburg Small Bay
REQUEST:	Change Future Land Use Designation from Lake County Industrial to City of Leesburg Industrial
CASE NO.:	SSCP-22-299

THE PLANNING & ZONING DIVISION RECOMMENDS:

<u>APPROVAL</u> of this request for the following reason(s):

1. This project meets the requirements of Chapter 163.3187(1)(c) Florida Statutes, for Small Scale Comprehensive Plan Amendments.

2. The proposed Future Land Use Designation of Industrial is compatible with the current surrounding Future Land Use categories of City Industrial, and does not appear to create a detriment to the nearby under the Conservation category, and is compatible with Lake County Industrial.

3. The proposed Future Land Use Designation of Industrial is compatible with the proposed zoning of City M-1 (Industrial), and does not appear to create a detriment to the adjacent zoning districts of City M-1 (Industrial); Lake County HM (Heavy Industrial District), and LM (Light Industrial District)..

4. The proposed Future Land Use Designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to approve staff's recommendation to change the future land use of the subject property from Lake County Industrial to City of Leesburg Industrial and forward to the City Commission for consideration.

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.A.15.

Meeting Date: November 14, 2022

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 3.42+/- acres from Lake County HM (Heavy Industrial) to City of Leesburg M-1 (Industrial) to allow a warehouse for a property generally located south of West Main Street and east of Progress Road, lying in Section 29, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Leesburg Small Bay)

Staff Recommendation:
Planning and Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from Lake County HM (Heavy Industrial) to City of Leesburg M-1 (Industrial) to allow for warehouse use.

Analysis:
The project site is approximately 3.24 +/- acres, and is generally located south of West Main Street and east of Progress Road as shown on the attached maps. At this time, the property is for warehouse use. The proposal will allow for warehouse use. The existing land uses surrounding the property are vacant industrial, improved gov't state, shopping center, warehouse, and light manufacturing. City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on July 21, 2022 and recommended approval.

Procurement Analysis:
N/A

Options:
1. Approve the proposed rezoning to M-1 (Industrial); or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:
Future development of this site will create a substantial positive fiscal impact on the City of Leesburg, in the form of impact and utility fees, plus ad valorem taxes.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 3.42+/- ACRES FROM LAKE COUNTY HM (HEAVY INDUSTRIAL) TO CITY OF LEESBURG M-1 (INDUSTRIAL) TO ALLOW A WAREHOUSE FOR A PROPERTY GENERALLY LOCATED SOUTH OF WEST MAIN STREET AND EAST OF PROGRESS ROAD, LYING IN SECTION 29, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (LEESBURG SMALL BAY)

BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA, that:

Section 1.
Based upon the petition of Christopher L. Johnson (Petitioner) for Walker & Lee Investments LLC 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 HM (Heavy Industrial District) to City of Leesburg M-1 (Industrial), 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

The East 428.93 feet of the West ½ of the Northeast ¼ in Section 29, Township 19 South, Range 24 East, Lake County Florida, lying South of the Southerly Right-of-Way line of State Road No. 44 as it now exists (January, 2006) and North of the North Boundary of Lot 5 in LEESBURG WEST INDUSTRIAL PARK, A SUBDIVISION IN THE CITY OF LEESBURG, FLORIDA, according to the plat thereof, recorded in Plat Book 29, Page 85, Public Records of Lake County, Florida. Less and except the following described properties: Warranty Deed recorded in Official Records Book 593, Page 1509; Warranty Deed recorded in Official Records Book 662, Page 2295; Warranty Deed recorded in Official Records Book 694, Page 1592 and Warranty Deed recorded in Official Records Book 718, Page 2028, Public Records of Lake County, Florida.

CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS

DATE:	July 21, 2022
OWNER:	Leesburg Small Bay (Walker & Lee Investments, LLC)
PETITIONER:	Christopher L. Johnson
PROJECT:	Leesburg Small Bay
REQUEST:	Rezoning form Lake County HM (Heavy Industrial to City of Leesburg M-1 (Industrial)
CASE NO.:	RZ-22-300

THE PLANNING & ZONING DIVISION RECOMMENDS:

<u>APPROVAL</u> of this request for the following reason(s):

1. The proposed request is compatible with the current surrounding zoning districts of Lake County HM (Heavy Industrial District), LM (Light Industrial District) and City M-1 (Industrial).

2. The proposed zoning district of M-1 (Industrial) is compatible with the existing City Future Land Use designation of Industrial.

3. As conditioned, the proposed use does not appear to be detrimental to surrounding properties.

4. The rezoning of the subject properties is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, and Objective 1.6.

Action Requested:

1. Vote to approve staff's recommendation to rezone the subject property from Lake County HM (Heavy Industrial District) to City of Leesburg M-1 (Industrial) and forward the recommendation to the City Commission for consideration.

CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY

DATE: July 5, 2022

OWNER: Leesburg Small Bay (Walker & Lee Investments, LLC)
PETITIONER: Christopher L. Johnson
PROJECT: Leesburg Small Bay
REQUEST: Change Future Land Use Designation and Rezone utilize City of Leesburg utilities
CASE NO.: SSCP-22-299; RZ-22-300

GENERAL LOCATION: South of West Main Street and east of Progress Road.

FUTURE LAND USE DESIGNATION: Lake County Industrial

SURROUNDING FUTURE LAND USE DESIGNATION:
North – City Industrial, Conservation
South – Lake County Industrial
East – Lake County Industrial, City Industrial
West – Lake County Industrial, City Industrial

PROPOSED FUTURE LAND USE DESIGNATION: Industrial

EXISTING ZONING DESIGNATION: Lake County HM (Heavy Industrial District)

SURROUNDING ZONING DESIGNATIONS:
North – City M-1 (Industrial)
South – Lake County HM (Heavy Industrial District)
East – Lake County LM (Light Industrial District), City M-1 (Industrial)
West – Lake County HM (Heavy Industrial District), City M-1 (Industrial)

PROPOSED ZONING DESIGNATION: M-1 (Industrial)

EXISTING LAND USE: Light Manufacturing Pre-Eng Building

SURROUNDING LAND USE:
North – City Industrial, Conservation
South – Lake County Industrial
East – Lake County Industrial, City Industrial
West – Lake County Industrial, City Industrial

PROPOSED LAND USE: Small Bay Warehouse

CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY

DATE: July 5, 2022
OWNER: Leesburg Small Bay (Walker & Lee Investments, LLC)
PETITIONER: Christopher L. Johnson
PROJECT: Leesburg Small Bay
REQUEST: Change Future Land Use Designation and Rezone utilize City of Leesburg utilities
CASE NO.: SSCP-22-299; RZ-22-300

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 7/15/22

FIRE

No commentss received as of 7/15/22

ELECTRIC

Leesburg Electric has no objections. Easements will be required. It is suggested the developer touch base with Electric prior to submitting a site plan to work out easement issues, as well as future power requirements and locations. Steve Davis 7/6/22

GAS

Natural gas is available. Brandon Smith 7/11/22

GIS

GIS has no comments. Tammy Magamoll 7/6/22

BUILDING

No comments received as of 7/15/22

PUBLIC WORKS

Public Works has no issues with this item, however the proponent should be advised that they are in the Leesburg Utilities Service Area and can/must connect to our services regardless of zoning use. Cliff Kelsey 7/7/22

ADDRESSING

No comments received as of 7/15/22

ECONOMIC DEVELOPMENT

No comments received as of 7/15/22

LAKE COUNTY PUBLIC WORKS

I have no comment on this rezoning. Thanks, Seth Lynch 7/15/22

LAKE COUNTY SCHOOLS

No comments received as of 7/15/22

PUBLIC RESPONSES

Approval

No comments received as of 7/15/22

Disapproval

No comments received as of 7/15/22

No comment

No comments received as of 7/15/22

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

Aerial



Planning & Zoning Division

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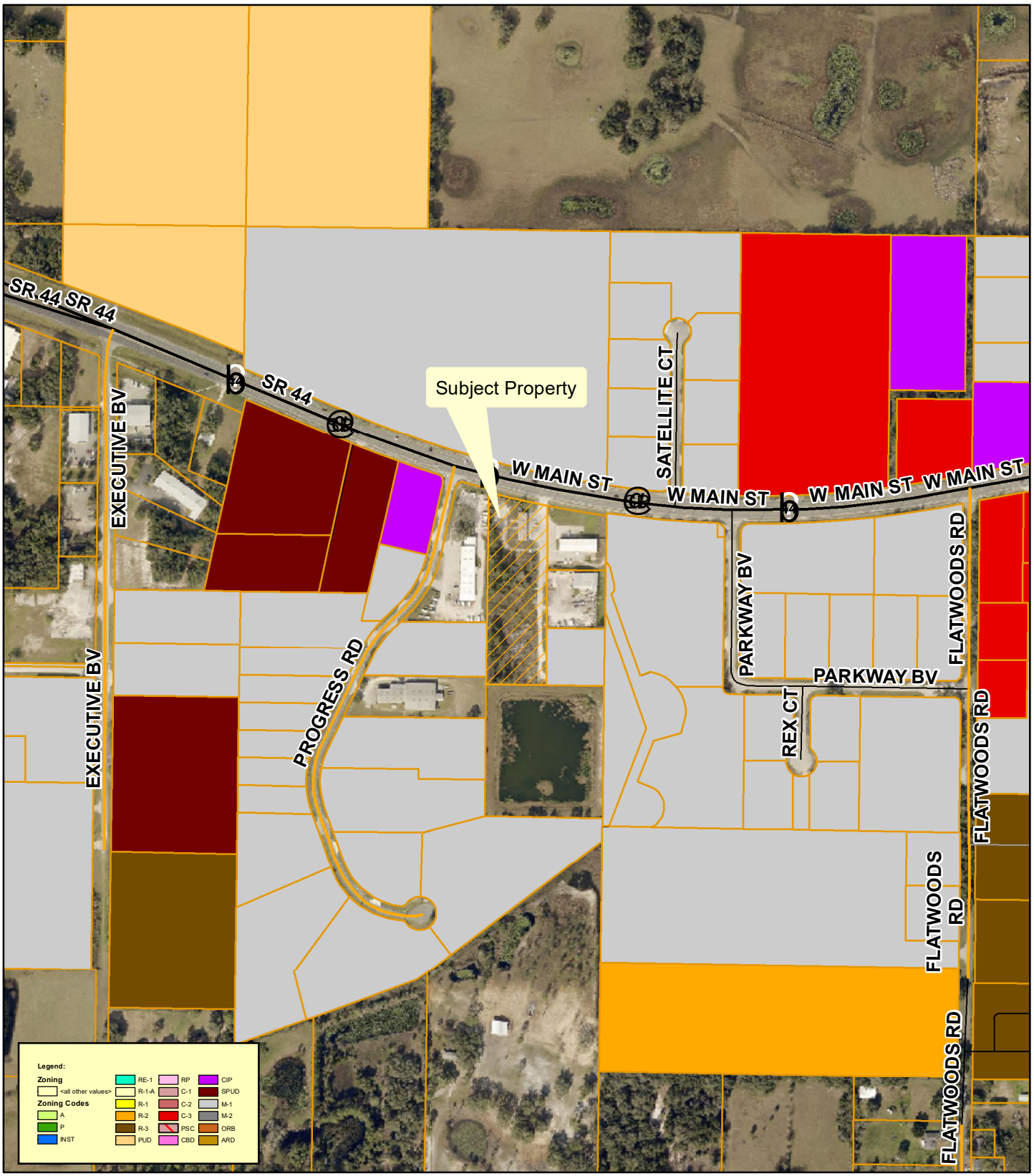
Leesburg Small Bay
3831 West Main Street
AK#: 1800901
Section 29, Township 19 South, Range 24 East
June 27, 2022

Zoning



Planning & Zoning Division

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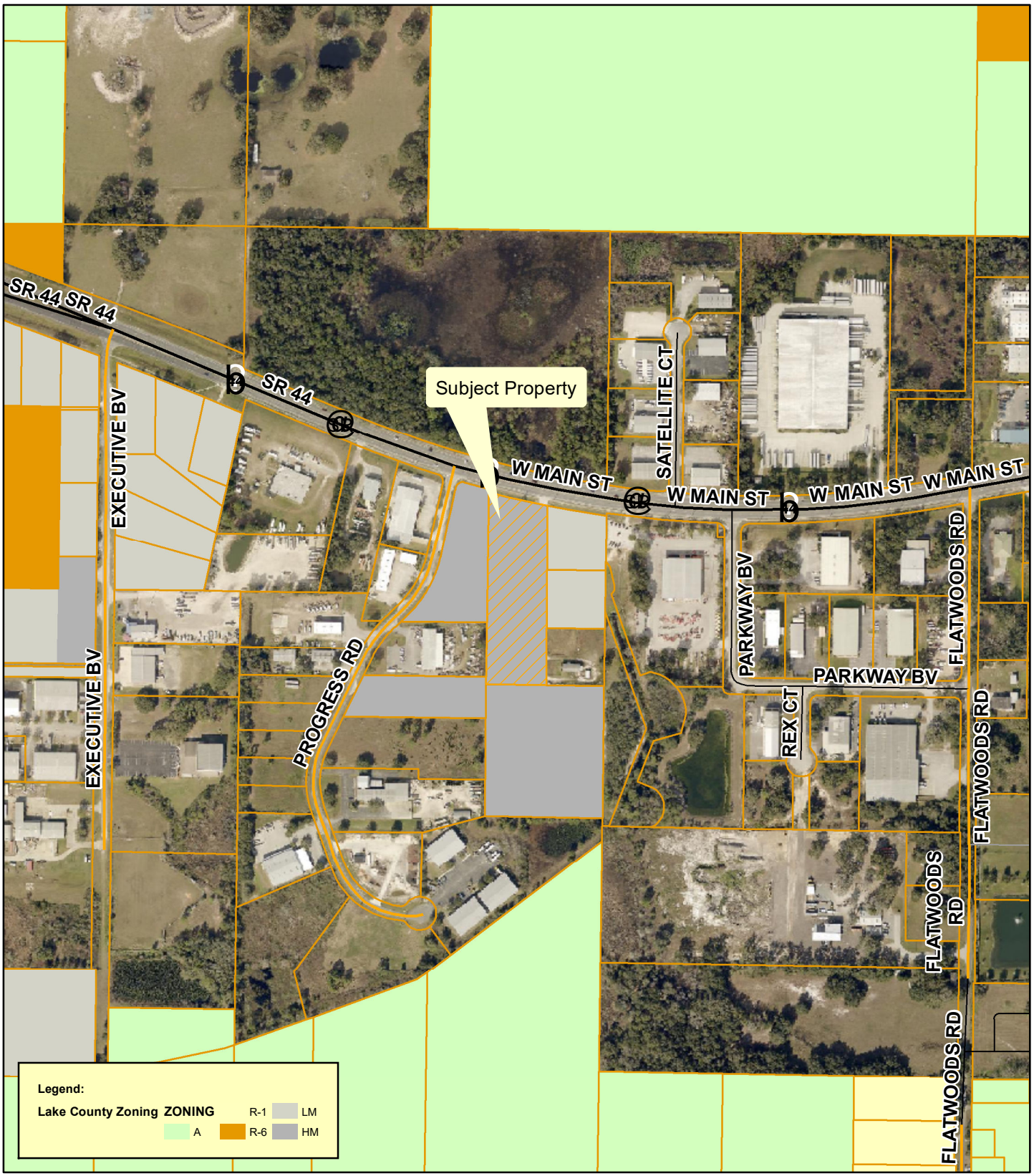
Leesburg Small Bay
3831 West Main Street
AK#: 1800901
Section 29, Township 19 South, Range 24 East
June 27, 2022

Lake County Zoning



Planning & Zoning Division

N
W E
S

0 110 220 330 440
Feet

Leesburg Small Bay
3831 West Main Street
AK#: 1800901
Section 29, Township 19 South, Range 24 East
June 27, 2022

PROPOSED Zoning



Planning & Zoning Division

N
W E
S

0 70 140 210 280
Feet

Leesburg Small Bay (Walker Lee)
ANNX-22-298; SSCP-22-299; RZ-22-300
3831 West Main Street
AK#: 1800901
Section 29, Township 19 South, Range 24 East
July 5, 2022

Surrounding Land Use



Planning & Zoning Division

N
W E
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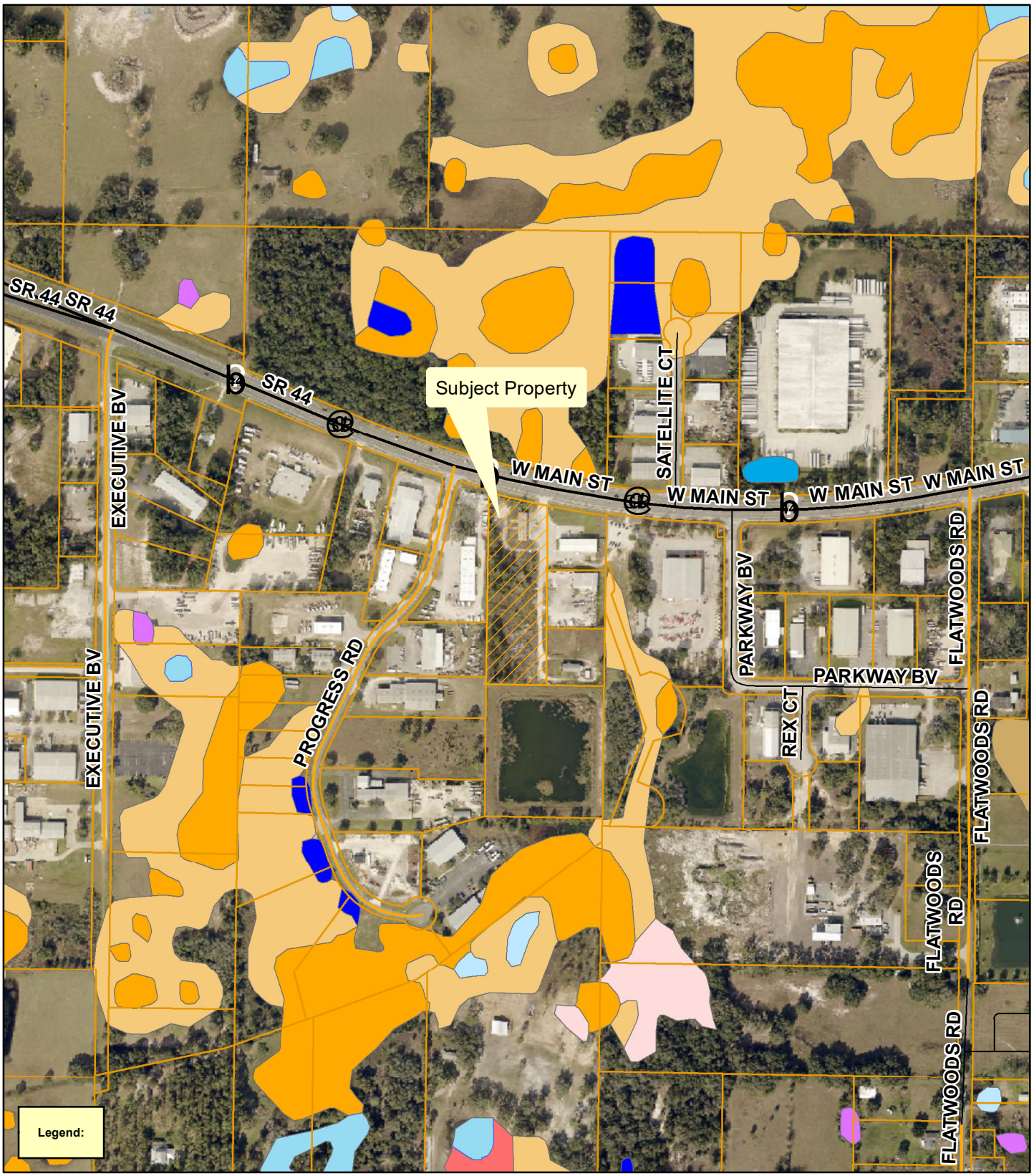
0 30 60 90 120
Feet

Leesburg Small Bay
3831 W Main Street
AK # 1800901
Section 29 Township 19 South Range 24 East
July 21, 2022

Wetlands



Planning & Zoning Division

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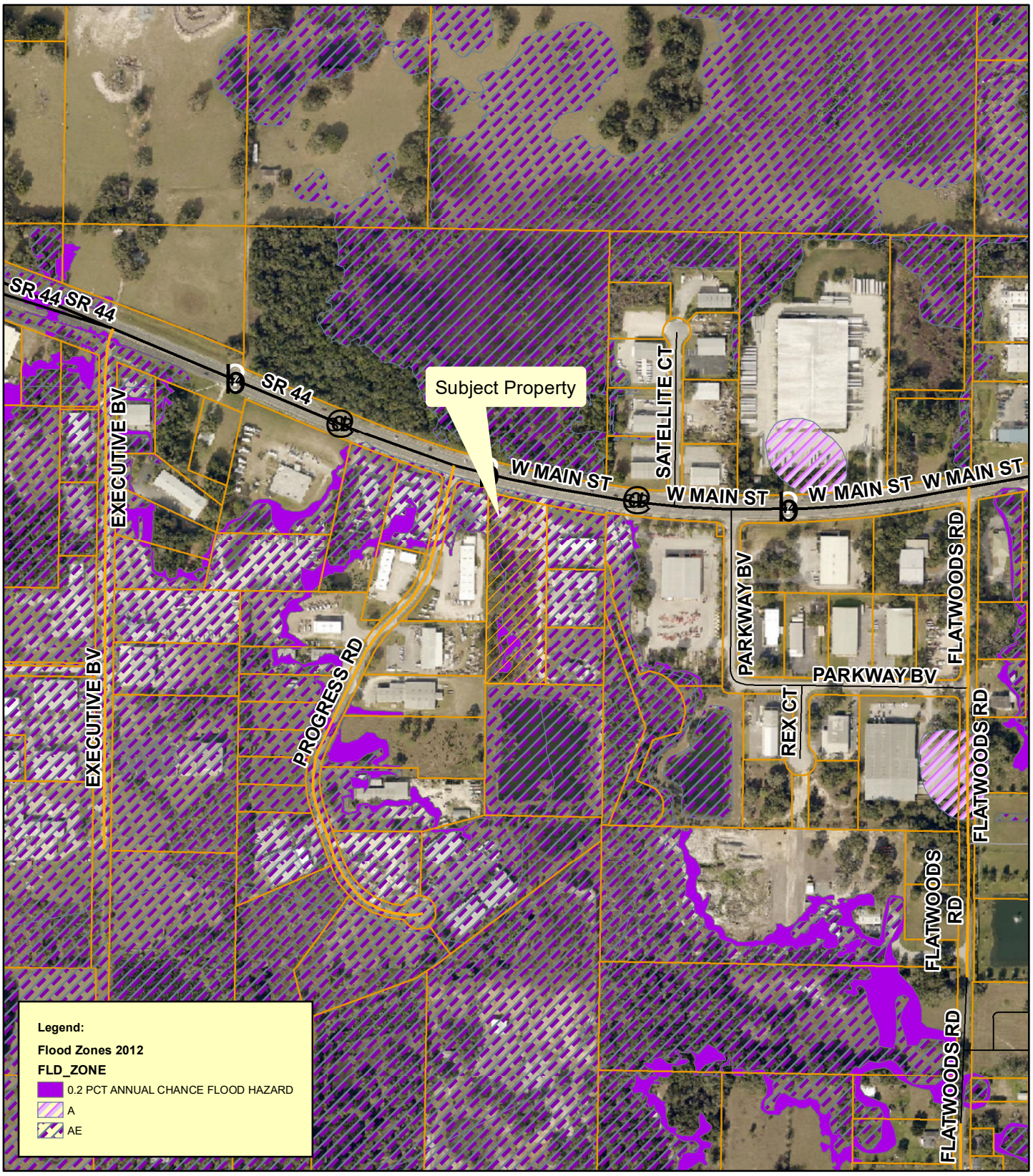
Feet

Leesburg Small Bay
3831 West Main Street
AK#: 1800901
Section 29, Township 19 South, Range 24 East
June 27, 2022

Flood Zones



Planning & Zoning Division

N
W E
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0 110 220 330 440
Feet

Leesburg Small Bay
3831 West Main Street
AK#: 1800901
Section 29, Township 19 South, Range 24 East
June 27, 2022

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.B.1.

Meeting Date: November 14, 2022

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida annexing certain real property consisting of approximately 6.93 acres; and being generally located south of U.S. Highway 441 and east of Anglers Avenue; as legally described in Section 23, Township 19 South, Range 25 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said City; providing that such annexed property shall be subject to all laws and ordinances of said City as if all such territory had been a part of the Ctiy 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 1; and providing an effective date. (Anglers AX)

Staff Recommendation:
The Planning and Zoning staff recommends approval of the proposed ordinance for annexation of the property known as Angler's Cove.

Analysis:
The applicant has submitted a request for annexation of approximately 6.93 acres of land generally located south of U.S. Highway 441 and east of Anglers Avenue, as shown on the attached General Location Map. At this time, the property is vacant. The proposal for the property is for single family detached and single family attached units.
The current Future Land Use category and zoning district are Lake County Urban Medium Density and CP (Planned Commercial), respectively. Also on this City Commission agenda are proposals that will take the Future Land Use and zoning to City of Leesburg Low Density and SPUD (Small Planned Unit Development).

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 future development of this property due to ad valorem tax revenue, impact fees and utility fees.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 6.93 ACRES; AND BEING GENERALLY LOCATED SOUTH OF U.S. HIGHWAY 441 AND EAST OF ANGLERS AVENUE; AS LEGALLY DESCRIBED IN SECTION 23, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; PROVIDING THAT SAID PROPERTY SO ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY; PROVIDING THAT SUCH ANNEXED PROPERTY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL SUCH TERRITORY HAD BEEN A PART OF THE CTIY 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 1; AND PROVIDING AN EFFECTIVE DATE. (ANGLERS AX)

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

Based upon the petition of Lake Harris Investments, LLC, 1080 Bichara Boulevard, #223, Lady Lake, Florida, 32519 (Ryan Solstice, LPG Urban and Regional Planners, Inc, 1162 Camp Avenue, Mt. Dora, Florida 32757, Agent) 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 1;

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

Legal Description:

That Part of Government Lots 2 and 4 in Section 23, Township 19 South, Range 25 East, In Lake County, Florida, Bounded and Described as Follows: From the East Quarter Section Corner of Said Section 23, Run South 89°47'30" West Along the North Line of the South ½ of said Section 23 a distance of 3045.5 feet; Thence South 0°10' East 98.55 Feet; Then South 71°33' East 354.4 Feet; Thence South 0°10' East 9 Feet to a point on the Southernly line of the right of way of U.S. Highway No. 441 as the same formerly existed; Thence South 0°31' East 301.4 Feet to a point on the center line of the 120-foot-wide right of way of the Seaboard Coast Line Railroad; Then South 20°34' West 60.15 Feet to a point on the Southernly line of the right of way of said railroad, said point being the point of beginning of this description. From said point of beginning, run South 74°05' East along the Southerly line of the right of way of said railroad 520.53 feet; Thence south 29°20'02" West 354.85 feet; Thence North 59°52' West 28.1 Feet; Thence South 27°58' West 170.3 Feet; Thence South 59°52' East 28 Feet; Thence South 27°31'30" West 172 Feet, More or Less, the Waters of Lake Harris; Thence Northwesterly along and with the Waters of Lake Harris to a point on a line bearing South 20°34' West from the Point of Beginning; Thence North 20°34' East 641 feet, more or less to the point of beginning.

Less and Except the following described property:

That Part of Government Lot 2 in Section 23, Township 19 South, Range 25 East, in Lake county, Florida, Bounded and described as follows: from the East Quarter Section Corner of Said Section 23, Run South 89°47'30" West along the North Line of the South ½ of said Section 23 a distance of 3045.5 feet; Thence South 0°10' East 98.55 feet; Thence South 71°33' East 354.4 feet; Thence South 0°10' East 9 Feet to a point on the southerly line of the right of way of U.S. Highway No.441 as the same formerly existed; Thence South 0°31' East 301.4 feet to a point on the center line of the 120 foot-wide right of way of the Seaboard Coast Line Railroad; Thence South 20°34' West 60.15 feet to a point on the Southerly line of the right of way of said railroad; Thence South 74°05' East Along the southerly line of the right of way of said railroad 520.53 feet; Thence South 29°20'02" West 354.85 Feet; Thence North 59°52' West 28.1 Feet: Thence South 27"58' West 170.3 Feet to the point of beginning of this description; Thence South 59°52' East 28 Feet; Thence South 27"31'30" West 172 Feet, more or less, to the Waters of Lake Harris and a point hereby designated as point "A"; return to point of beginning; Thence run South 27°58' West 185 feet to the Waters of Lake Harris; Thence Southeasterly 30 feet, more or less, along and with the Waters of Lake Harris to the aforementioned point "A" and the end of this description.

Also less and Except the Following Described Property:

That part of government Lot 2 in Section 23, Township 19 South, Range 25 East, In Lake County, Florida, Bounded and Described as follows: From the East Quarter Section corner of said Section 23, Run South 89°47'30" West along the North line of the South ½ of Said Section 23 A Distance of 3045.5 feet; Thence South 0°10' East 98.55 feet; Thence South 71°33'East 354.4 Feet; Thence South 0°10 East 9 Feet to a point on the southerly line of the right of way of U.S. No. 441 as the same formerly existed; Thence South 0°31' East 301.4 feet to a point on the center line of the 120 foot wide right of way of the Seaboard Coast Line Railroad; Thence South 20°34' West 60.15 Feet to a point on the southerly line of the right of way of said railroad; Thence South 74°05' East along the southerly line of the right of way of said railroad 493.04 feet to a 5/8" Iron rod with a cap marked PLS 4559 and the point of beginning of this description; Thence continue South 74°05' East along said Railroad right of way a distance of 27.49 feet to the most easterly corner of the first parcel described in exhibit "A" as recorded in O.R. Book 2988,

Page 1125, Public Records of Lake County, Florida; Thence S29°20'02"W Along the east line of said "First Parcel" a distance of 354.85 feet; Thence N59°52'W along the east line of said "First Parcel" a distance of 28.1 feet; Thence in a straight line run back to the point of beginning and the end of this description; The above parcel being more particularly described as follows:

That part of government Lot 2 in Section 23, Township 19 South, Range 25 East, In Lake County, Florida, Bounded and Described as Follows: Commence at the East Quarter Section Corner of Said Section 23, Said corner having a State Plane Coordinate (East Zone) of North 1632535.39 and East 408091.35 as per certified corner Record No. 72866 on file with the Florida Department of Environmental Protection, Run N88°59'28"W on a bearing related to Florida Grid East Zone Along the North Line of the South ½ of said Section 23 a distance of 3045.5 feet; Thence S01°03'02"W 98.55 Feet; Thence S70°19'58"E 356.76 feet; Thence S01°03'02"W 9 Feet to a point on the southerly line of the right of way of U.S. No. 441 as the same formerly existed; Thence S00°42'02"W 301.33 feet to a 5/8" iron rod marked #3715 being a point on the center line of the 120 foot wide right of way of the Seaboard Coast Line Railroad; Thence S21°38'22"W 60325 feet to a 1 inch iron pipe being a point on the southerly line of the right of way of said railroad; Thence S73°07'14"E along the southerly line of the right of way of said railroad 492.93 feet to a 5/8" iron rod with a cap marked PLS 4559, Said Iron Rod having a coordinate of North 1631860.97 and East 405826.09 and being the point of beginning of this description; Thence continue South 73°07'14" East along said railroad right of way a distance of 27.49 feet to a 5/8" iron rod marked LB7274 being the most easterly corner of the first parcel described in exhibit "A" as recorded in O.R. Book 2988, Page 1125, Public Records of Lake County, Florida; Thence S30°18'44"W along the east line of said "First Parcel" a distance of 354.77 feet to a ½" iron pipe; Thence N59°24'04"W along the east line of said "First Parcel" a distance of 27.93 feet to a ½" iron pipe; Thence N30°30'32"E a distance of 348.24 feet to the point of beginning and the end of this description; Reserving easement for ingress, egress and utilities over the North 30 feet thereof.

Together with a Perpetual Non-Exclusive Easement for Ingress and Egress over, across and upon the following described (4) parcels of land, lying being and situated in Lake County, Florida:

Parcel No.1:

A portion of those lands described in official Records Book 982, Page 1686. Public Record of Lake County, Florida, Lying in the South ½ of Section 23, Township 19 South, Range 25 East, Lake County, Florida, Being more particularly described as follows: commencing at the Northeast corner of the Southeast ¼ of Section 23, Township 19 South, Range 25 East, Run North 89°28'35" West along the North Line of Said Southeast ¼ a distance of 2541.08 feet; Thence South 01°24'06" East a distance of 304.38 feet to the southerly right of way line of U.S. Highway 441; Thence continue South 01°24'06" East a distance of 31.03 feet for point of beginning; Thence continue South 01°24'06" East a distance of 25.16 feet; Thence run North 73°57'42" West a distance of 75.35 feet; Thence run North 23°35'53" East a Distance of 59.44 feet to the aforesaid south right of way line being the point of curvature of a non-tangent curve concave Southerly having a radius of 7699.11 feet and a chord bearing of South 68°01'05" East: Thence run southeasterly along the arc of said curve through a central angle of 00°16'21" a distance of 36.6 feet; Thence departing aforesaid southerly right of way line and curve, run South 22°07'02" West too the Point of Curvature of a Curve concave easterly having a radius of 15 feet; Thence run Southeasterly along the arc of said curve through a central angle of 96°03'57" a distance of

25.15 feet to the point of tangency; Thence run South 73°57'42" East a distance of 9.21 feet to the point of beginning.

Parcel No. 2:

The Easterly 32 feet of the following described property:

That part of government Lots 2 and 3 in Section 23, Township 19 South, Range 25 East, Lake County, Florida, Bounded and Described as Follows: From the East Quarter Section corner of said Section 23, run South 89°47'30" West along the North Line of the South ½ of said Section 23, a Distance of 3045.5 feet; Thence South 0°10' East 98.55; Thence South 71°33' East 354.4 feet; Thence South 0°31' East to a point on the southerly line of the right of way of U.S. Highway No. 441, said point being the point of beginning of this description. From said point of beginning, continue South 0°31' East to the Northerly line of the right of the Seaboard Coastline Railroad; Thence South 74°05' East along the northerly line of the right of way of said railroad 191.7 feet; Thence North 02°11' West to the Southerly line of the right of way of U.S. Highway No. 441; Thence Westerly along the Southerly line of said right of way to the point of beginning, less the North 56.19 feet thereof.

Parcel No. 3:

The Easterly 21 Feet of the following described parcel:

A portion of those lands described on official Records Book 870, Page 2272, Public Records of Lake County, Florida, Lying in the South ½ of Section 23, Township 19 South, Range 25 East, Lake County, Florida, and being more particularly described as follows: Commence at the Northeast corner of the Southeast ¼ of Section 23, Township 19 South, Range 25 East, Run North 89°28'35" West along the North Line of the said Southeast ¼ a distance of 2541.08 feet; Thence South 01°24'06" East a distance of 304.28 feet to the Southerly right of way line of U.S. Highway NO. 441; Thence continue South 02°24'06" East a distance of 199.46 feet to the Northerly right of way line of the abandoned Seaboard Coastline Railroad and the point of the beginning; Thence run South 24°03'26" Wet a distance of 121 feet to the Southerly right of way of said Seaboard Coastline Railroad; Thence Run North 73°19'04" West along said Southerly right of way of Seaboard Coastline Railroad a distance of 161.34 feet to the Westerly Boundary of those lands described in official Records Book 870, Page 2272, of the Public Records of Lake County, Florida; Thence Run North 21°20'54" East along said Westerly Boundary a distance of 60.2 feet; Thence continue along said Westerly boundary run North 00°10'05" East a distance of 62.58 feet to the aforesaid Northerly right of way line of Abandoned Seaboard Coastline Railroad; Thence Run South 73°19'04" East along said Northerly right of way line a distance of 189.76 feet to the point of beginning.

Parcel No. 4:

From a point of beginning on the Westerly line of the legal description of the easement set forth in parcel No. 3 immediately above, which point lies 15 feet North of the Southwest Corner of said legal description, Run Southwesterly at a 45° angle to a point on the line which is the Westerly extension of the Southernmost boundary of said legal description. Thence run easterly along the said extension of the Southernmost boundary of the said legal description to the Southwest corner of said legal description; Thence Run North on the Westerly Line of Said Legal Description to the Point of Beginning.

Aerial



Planning & Zoning Division

N
W E
S

0 90 180 270 360
Feet

Anglers on Harris ANNX-22-436, SSCP-22-437, PUD-22-438
32311 Anglers Avenue
AK#: 1703735
Section 23, Township 19 South, Range 25 East
September 22, 2022

Surrounding Existing Land Uses



Planning & Zoning Division

N
W E
S

0 30 60 90 120
Feet

Anglers on Harris ANNX-22-436, SSCP-22-437, PUD-22-438
32311 Anglers Avenue
AK#: 1703735
Section 23, Township 19 South, Range 25 East
September 22, 2022

Commission Districts



Planning & Zoning Division

N W E S

0 90 180 270 360
Feet

Anglers on Harris ANNX-22-436, SSCP-22-437, PUD-22-438
32311 Anglers Avenue
AK#: 1703735
Section 23, Township 19 South, Range 25 East
September 22, 2022

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.B.2.

Meeting Date: November 14, 2022

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida 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 6.93 +/- acres from Lake County Urban Medium Density to City of Leesburg Low Density, for a property generally located south of U.S. Highway 441 and east of Anglers Avenue, as legally described in Section 23, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Anglers SSCP)

Staff Recommendation:
The Planning & Zoning Staff and the Planning Commission recommend approval of the proposed small-scale comprehensive plan amendment of the City's Future Land Use Map from Lake County Urban Medium Density to City of Leesburg Low Density Residential.

Analysis:
The project site is approximately 6.93 +/- acres. The property is generally located south of U.S. Highway 441 and east of Angler's Avenue, as shown on the attached maps. Currently, the property is vacant and undeveloped. The proposed use is for a single-family attached and detached residential subdivision.

The surrounding Future Land Use Map designation of Lake County Medium Density is compatible with the proposed future land use designation of City Low Density Residential. 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, with a density level consistent with the adjacent properties.

The Planning Commission held a public hearing on the application on October 20, 2022, and by a vote of 7-0 recommended approval.

Procurement Analysis:
N/A

Options:
1. Approve the requested small-scale comprehensive plan amendment from Lake County Urban Medium

Density to City of Leesburg Low Density Residential; or
2. Such other 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.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA 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 6.93 +/- ACRES FROM LAKE COUNTY URBAN MEDIUM DENSITY TO CITY OF LEESBURG LOW DENSITY, FOR A PROPERTY GENERALLY LOCATED SOUTH OF U.S. HIGHWAY 441 AND EAST OF ANGLERS AVENUE, AS LEGALLY DESCRIBED IN SECTION 23, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (ANGLERS SSCP)

WHEREAS, the City Commission has received written objections, recommendations, and comments from the City of Leesburg Planning Commission, acting as the Local Planning Agenda, regarding amendment of the Comprehensive Plan of the City of Leesburg, and has made recommendations to the City Commission for amendment of the Plan; and

WHEREAS, the City Commission of the City of Leesburg has held public hearings on the proposed amendment to the plan, in light of written comments, proposals and objections from the general public;

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA, that;

Section 1.

The Growth Management Plan of the City of Leesburg, adopted by the City of Leesburg on December 10, 2012, pursuant to the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes, after public hearings by the City of Leesburg Planning Commission, is hereby amended in the following manner;

The Future Land Use Map is amended by changing the designation of approximately 6.93 +/- acres of land generally located south of U.S. Highway 441 and east of Angler's Avenue from Lake County Urban Medium Density to City of Leesburg Low Density Residential, as shown on the revised map of said area, lying in Section 25, Township 19 South, Range 25 East, Lake County Florida;

Section 2.

All ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed;

Section 3.

This ordinance shall become effective 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

Legal Description:

That Part of Government Lots 2 and 4 in Section 23, Township 19 South, Range 25 East, In Lake County, Florida, Bounded and Described as Follows: From the East Quarter Section Corner of Said Section 23, Run South 89°47'30" West Along the North Line of the South ½ of said Section 23 a distance of 3045.5 feet; Thence South 0°10' East 98.55 Feet; Then South 71°33' East 354.4 Feet; Thence South 0°10' East 9 Feet to a point on the Southernly line of the right of way of U.S. Highway No. 441 as the same formerly existed; Thence South 0°31' East 301.4 Feet to a point on the center line of the 120-foot-wide right of way of the Seaboard Coast Line Railroad; Then South 20°34' West 60.15 Feet to a point on the Southernly line of the right of way of said railroad, said point being the point of beginning of this description. From said point of beginning, run South 74°05' East along the Southerly line of the right of way of said railroad 520.53 feet; Thence south 29°20'02" West 354.85 feet; Thence North 59°52' West 28.1 Feet; Thence South 27°58' West 170.3 Feet; Thence South 59°52' East 28 Feet; Thence South 27°31'30" West 172 Feet, More or Less, the Waters of Lake Harris; Thence Northwesterly along and with the Waters of Lake Harris to a point on a line bearing South 20°34' West from the Point of Beginning; Thence North 20°34' East 641 feet, more or less to the point of beginning.

Less and Except the following described property:

That Part of Government Lot 2 in Section 23, Township 19 South, Range 25 East, in Lake county, Florida, Bounded and described as follows: from the East Quarter Section Corner of Said Section 23, Run South 89°47'30" West along the North Line of the South ½ of said Section 23 a distance of 3045.5 feet; Thence South 0°10' East 98.55 feet; Thence South 71°33' East 354.4 feet; Thence South 0°10' East 9 Feet to a point on the southerly line of the right of way of U.S. Highway No.441 as the same formerly existed; Thence South 0°31' East 301.4 feet to a point on the center line of the 120 foot-wide right of way of the Seaboard Coast Line Railroad; Thence South 20°34' West 60.15 feet to a point on the Southerly line of the right of way of said railroad; Thence South 74°05' East Along the southerly line of the right of way of said railroad 520.53 feet; Thence South 29°20'02" West 354.85 Feet; Thence North 59°52' West 28.1 Feet: Thence South 27"58' West 170.3 Feet to the point of beginning of this description; Thence South 59°52' East 28 Feet; Thence South 27"31'30" West 172 Feet, more or less, to the Waters of Lake Harris and a point hereby designated as point "A"; return to point of beginning; Thence run South 27°58' West 185 feet to the Waters of Lake Harris; Thence Southeasterly 30 feet, more or less, along and with the Waters of Lake Harris to the aforementioned point "A" and the end of this description.

Also less and Except the Following Described Property:

That part of government Lot 2 in Section 23, Township 19 South, Range 25 East, In Lake County, Florida, Bounded and Described as follows: From the East Quarter Section corner of said Section 23, Run South 89°47'30" West along the North line of the South ½ of Said Section 23 A Distance of 3045.5 feet; Thence South 0°10' East 98.55 feet; Thence South 71°33'East 354.4 Feet; Thence South 0°10 East 9 Feet to a point on the southerly line of the right of way of U.S. No. 441 as the same formerly existed; Thence South 0°31' East 301.4 feet to a point on the center line of the 120 foot wide right of way of the Seaboard Coast Line Railroad; Thence South 20°34' West 60.15 Feet to a point on the southerly line of the right of way of said railroad; Thence South 74°05' East along the southerly line of the right of way of said railroad 493.04 feet to a 5/8" Iron rod with a cap marked PLS 4559 and the point of beginning of this description; Thence continue South 74°05' East along said Railroad right of way a distance of 27.49 feet to the most easterly corner of the first parcel described in exhibit "A" as recorded in O.R. Book 2988,

Page 1125, Public Records of Lake County, Florida; Thence S29°20'02"W Along the east line of said "First Parcel" a distance of 354.85 feet; Thence N59°52'W along the east line of said "First Parcel" a distance of 28.1 feet; Thence in a straight line run back to the point of beginning and the end of this description; The above parcel being more particularly described as follows:

That part of government Lot 2 in Section 23, Township 19 South, Range 25 East, In Lake County, Florida, Bounded and Described as Follows: Commence at the East Quarter Section Corner of Said Section 23, Said corner having a State Plane Coordinate (East Zone) of North 1632535.39 and East 408091.35 as per certified corner Record No. 72866 on file with the Florida Department of Environmental Protection, Run N88°59'28"W on a bearing related to Florida Grid East Zone Along the North Line of the South ½ of said Section 23 a distance of 3045.5 feet; Thence S01°03'02"W 98.55 Feet; Thence S70°19'58"E 356.76 feet; Thence S01°03'02"W 9 Feet to a point on the southerly line of the right of way of U.S. No. 441 as the same formerly existed; Thence S00°42'02"W 301.33 feet to a 5/8" iron rod marked #3715 being a point on the center line of the 120 foot wide right of way of the Seaboard Coast Line Railroad; Thence S21°38'22"W 60325 feet to a 1 inch iron pipe being a point on the southerly line of the right of way of said railroad; Thence S73°07'14"E along the southerly line of the right of way of said railroad 492.93 feet to a 5/8" iron rod with a cap marked PLS 4559, Said Iron Rod having a coordinate of North 1631860.97 and East 405826.09 and being the point of beginning of this description; Thence continue South 73°07'14" East along said railroad right of way a distance of 27.49 feet to a 5/8" iron rod marked LB7274 being the most easterly corner of the first parcel described in exhibit "A" as recorded in O.R. Book 2988, Page 1125, Public Records of Lake County, Florida; Thence S30°18'44"W along the east line of said "First Parcel" a distance of 354.77 feet to a ½" iron pipe; Thence N59°24'04"W along the east line of said "First Parcel" a distance of 27.93 feet to a ½" iron pipe; Thence N30°30'32"E a distance of 348.24 feet to the point of beginning and the end of this description; Reserving easement for ingress, egress and utilities over the North 30 feet thereof.

Together with a Perpetual Non-Exclusive Easement for Ingress and Egress over, across and upon the following described (4) parcels of land, lying being and situated in Lake County, Florida:

Parcel No.1:

A portion of those lands described in official Records Book 982, Page 1686. Public Record of Lake County, Florida, Lying in the South ½ of Section 23, Township 19 South, Range 25 East, Lake County, Florida, Being more particularly described as follows: commencing at the Northeast corner of the Southeast ¼ of Section 23, Township 19 South, Range 25 East, Run North 89°28'35" West along the North Line of Said Southeast ¼ a distance of 2541.08 feet; Thence South 01°24'06" East a distance of 304.38 feet to the southerly right of way line of U.S. Highway 441; Thence continue South 01°24'06" East a distance of 31.03 feet for point of beginning; Thence continue South 01°24'06" East a distance of 25.16 feet; Thence run North 73°57'42" West a distance of 75.35 feet; Thence run North 23°35'53" East a Distance of 59.44 feet to the aforesaid south right of way line being the point of curvature of a non-tangent curve concave Southerly having a radius of 7699.11 feet and a chord bearing of South 68°01'05" East: Thence run southeasterly along the arc of said curve through a central angle of 00°16'21" a distance of 36.6 feet; Thence departing aforesaid southerly right of way line and curve, run South 22°07'02" West too the Point of Curvature of a Curve concave easterly having a radius of 15 feet; Thence run Southeasterly along the arc of said curve through a central angle of 96°03'57" a distance of

25.15 feet to the point of tangency; Thence run South 73°57'42" East a distance of 9.21 feet to the point of beginning.

Parcel No. 2:

The Easterly 32 feet of the following described property:

That part of government Lots 2 and 3 in Section 23, Township 19 South, Range 25 East, Lake County, Florida, Bounded and Described as Follows: From the East Quarter Section corner of said Section 23, run South 89°47'30" West along the North Line of the South ½ of said Section 23, a Distance of 3045.5 feet; Thence South 0°10' East 98.55; Thence South 71°33' East 354.4 feet; Thence South 0°31' East to a point on the southerly line of the right of way of U.S. Highway No. 441, said point being the point of beginning of this description. From said point of beginning, continue South 0°31' East to the Northerly line of the right of the Seaboard Coastline Railroad; Thence South 74°05' East along the northerly line of the right of way of said railroad 191.7 feet; Thence North 02°11' West to the Southerly line of the right of way of U.S. Highway No. 441; Thence Westerly along the Southerly line of said right of way to the point of beginning, less the North 56.19 feet thereof.

Parcel No. 3:

The Easterly 21 Feet of the following described parcel:

A portion of those lands described on official Records Book 870, Page 2272, Public Records of Lake County, Florida, Lying in the South ½ of Section 23, Township 19 South, Range 25 East, Lake County, Florida, and being more particularly described as follows: Commence at the Northeast corner of the Southeast ¼ of Section 23, Township 19 South, Range 25 East, Run North 89°28'35" West along the North Line of the said Southeast ¼ a distance of 2541.08 feet; Thence South 01°24'06" East a distance of 304.28 feet to the Southerly right of way line of U.S. Highway NO. 441; Thence continue South 02°24'06" East a distance of 199.46 feet to the Northerly right of way line of the abandoned Seaboard Coastline Railroad and the point of the beginning; Thence run South 24°03'26" Wet a distance of 121 feet to the Southerly right of way of said Seaboard Coastline Railroad; Thence Run North 73°19'04" West along said Southerly right of way of Seaboard Coastline Railroad a distance of 161.34 feet to the Westerly Boundary of those lands described in official Records Book 870, Page 2272, of the Public Records of Lake County, Florida; Thence Run North 21°20'54" East along said Westerly Boundary a distance of 60.2 feet; Thence continue along said Westerly boundary run North 00°10'05" East a distance of 62.58 feet to the aforesaid Northerly right of way line of Abandoned Seaboard Coastline Railroad; Thence Run South 73°19'04" East along said Northerly right of way line a distance of 189.76 feet to the point of beginning.

Parcel No. 4:

From a point of beginning on the Westerly line of the legal description of the easement set forth in parcel No. 3 immediately above, which point lies 15 feet North of the Southwest Corner of said legal description, Run Southwesterly at a 45° angle to a point on the line which is the Westerly extension of the Southernmost boundary of said legal description. Thence run easterly along the said extension of the Southernmost boundary of the said legal description to the Southwest corner of said legal description; Thence Run North on the Westerly Line of Said Legal Description to the Point of Beginning.

CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS

DATE:	October 20, 2022
OWNER:	Lake Harris Investments, LLC, Tania Torres, Manager
PETITIONER:	Lake Harris Investments, LLC, Tania Torres, Manager
PROJECT:	Anglers on Harris Residential Subdivision
REQUEST:	Small Scale Comprehensive Plan Amendment from Lake County Urban Medium Density to City of Leesburg Low Density
CASE NO.:	SSCP 22-437

THE PLANNING & ZONING DIVISION RECOMMENDS:

<u>APPROVAL</u> of this request for the following reason(s):

1. This project meets the requirements of Chapter 163.3187(1)(c) Florida Statutes, for Small Scale Comprehensive Plan Amendments.

2. The proposed Future Land Use Designation of Low Density Residential is compatible with the current surrounding Future Land Use categories of City of Leesburg General Commercial and Lake County Urban Medium Density.

3. The proposed Future Land Use Designation of Low Density Residential is compatible with the proposed zoning City of Leesburg SPUD (Small Planned Unit Development) and does not appear to create a detriment to the adjacent Lake County Future Land Use Category of Urban Medium Density.

4. The proposed Future Land Use Designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to approve staff's recommendation to change the future land use of the subject property from Lake County Urban Medium Density to City of Leesburg Low Density and forward to the City Commission for consideration.

CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY

DATE: October 20, 2022
OWNER: Lake Harris Investments, LLC, Tania Torres, Manager
PETITIONER: Lake Harris Investments, LLC, Tania Torres, Manager
PROJECT: Anglers on Harris Residential Subdivision
REQUEST: Small Scale Comprehensive Plan Amendment to Low Density Residential; Zoning to SPUD (Small Planned Unit Development)
CASE NO.: SSCP 22-437; SPUD-22-438

GENERAL LOCATION: The property is generally located south of U.S. Highway 441 and east of Anglers Avenue.

FUTURE LAND USE DESIGNATION: Lake County Urban Medium Density

SURROUNDING FUTURE LAND USE DESIGNATION:
North – City of Leesburg General Commercial
South – Lake Harris
East – Lake County Urban Medium Density
West – Lake County Urban Medium Density

PROPOSED FUTURE LAND USE DESIGNATION: Low Density Residential

EXISTING ZONING DESIGNATION: Lake County CP (Planned Commercial)

SURROUNDING ZONING DESIGNATIONS:
North – City of Leesburg C-3 (Highway Commercial)
South – Lake Harris
East – Lake County R-1 (Rural Residential); Lake County RMRP (Mobile Home Rental Park)
West – Lake County RMRP (Mobile Home Rental Park); Lake County CP (Planned Commercial District)

PROPOSED ZONING DESIGNATION: SPUD (Small Planned Unit Development)

EXISTING LAND USE: Vacant commercial

SURROUNDING LAND USE:
North – Commercial, stores, restaurant
South – Lake Harris
East – Residential
West – Residential

PROPOSED LAND USE: 48 Residential Units

CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY

DATE: October 20, 2022
OWNER: Lake Harris Investments, LLC, Tania Torres, Manager
PETITIONER: Lake Harris Investments, LLC, Tania Torres, Manager
PROJECT: Anglers on Harris Residential Subdivision
REQUEST: Small Scale Comprehensive Plan Amendment to Low Density Residential; Zoning to SPUD (Small Planned Unit Development)
CASE NO.: SSCP 22-437; SPUD-22-438

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 10/14/22

FIRE

No comments from Leesburg Fire Department. Amanda Stevenson 10/10/22

ELECTRIC

Leesburg Electric has no objections. This project will require a line extension of underground. Steve Davis 9/30/22

GAS

Natural gas is available and directed per city ordinance. Thank you, Brandon Smith 9/30/22

GIS

GIS has no comments. Tammy Magamoll 10/3/22

BUILDING

No comments received as of 10/14/22

PUBLIC WORKS

Public Works has no issues with this item. However, the developer needs to be advised that there are significant utilities conflicts with this property and a meeting with Public Works Utilities Division would be very beneficial for them to understand what challenges they face. Cliff Kelsey 10/3/22

ADDRESSING

No comments received as of 10/14/22

ECONOMIC DEVELOPMENT

No comments received as of 10/14/22

LAKE COUNTY PUBLIC WORKS

No comments received as of 10/14/22

LAKE COUNTY SCHOOLS

The Anglers on Harris residential subdivision is subject to school concurrency review. Proportionate share mitigation may be required at time of submittal. Thanks, Helen LaValley 10/10/22

PUBLIC RESPONSES

Approval

No comments received as of 10/14/22

Disapproval

47 disapprovals with numerous comments.

No comment

No comments received as of 10/14/22

Notice of Appearance filed: 13

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

Deirdre Griffin – Annexation is not consistent with the comp plan. The streets, easement, ingress and egress are not adequate to support the anticipated development. The rezoning intensity will overload the streets outside the planned area. Proposed stormwater is located in emergent wetlands and with in wetland buffer zones. The proposed development will alter the character of the surrounding area which substantially limits, impairs and prevents the surrounding properties from functioning as single story, single family home owners. The development imposes special damages and has a serpentine spot zoning manner. The proposed development is inconsistent with the 55+ enclave community between R-1 residents along Lakeshore. The proposed development will have an impact on already crowded schools.

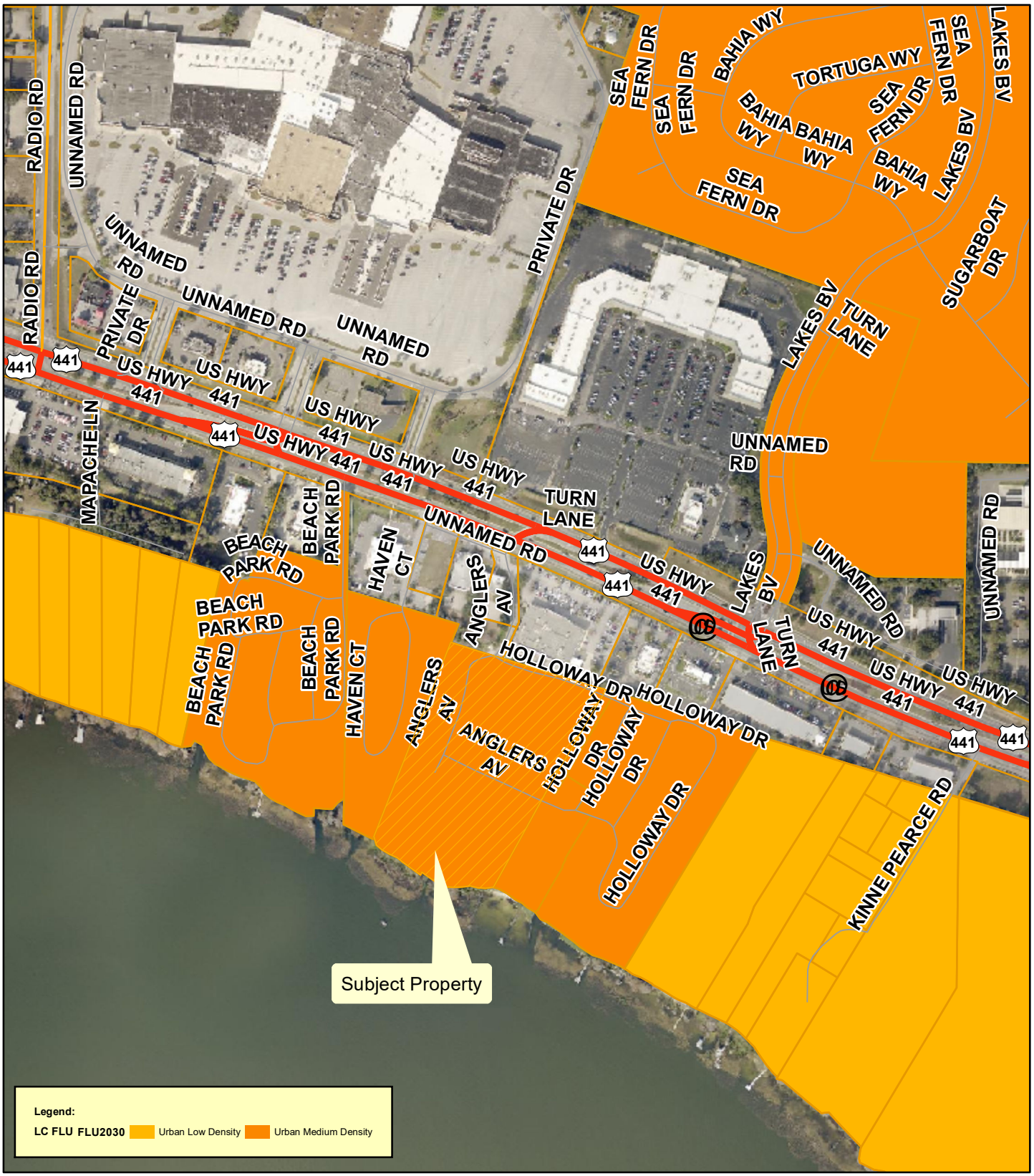
Amanda M. Yurk – No annexation.

Daniel D. Howard – Previously the parcel had 13 single story residential home sites and a bait shop. Parcel is not suited for high density, multi-story apartments. Spot zoning for the high-density PUD does not

conform to, or is consistent with the city or county existing land use, or either of the comprehensive plans on file. Spot zoning is inconsistent with the city of Leesburg's current annexations, surrounding city annexations are commercial with retail, not high-density PUD apartments. (The last annexation by the city of Leesburg in this area, (along the commercial corridor) was in 2002, 20 years ago). Proposed annexation is going to cause an abundant amount of special damages. Annexation is being requested to circumvent all county codes and setbacks. Proposed annexation parcel currently has city water and sewer. Annexation is only being requested to install multi story, multi-unit, high density rental apartments. Annexation is not taking into account any of the current ingress and egress issues or overloading outside of future PUD annexation area. (current 18'6" wide easement driveway) Parcel owner currently has special relations and properties listed with the city of Leesburg's website for low income housing apartments (section 8). (Biased favoritism for PUD annexation.

Lawrence Zehr – Spot Zoning. No Annexation.

Lake County Future Land Use



Planning & Zoning Division

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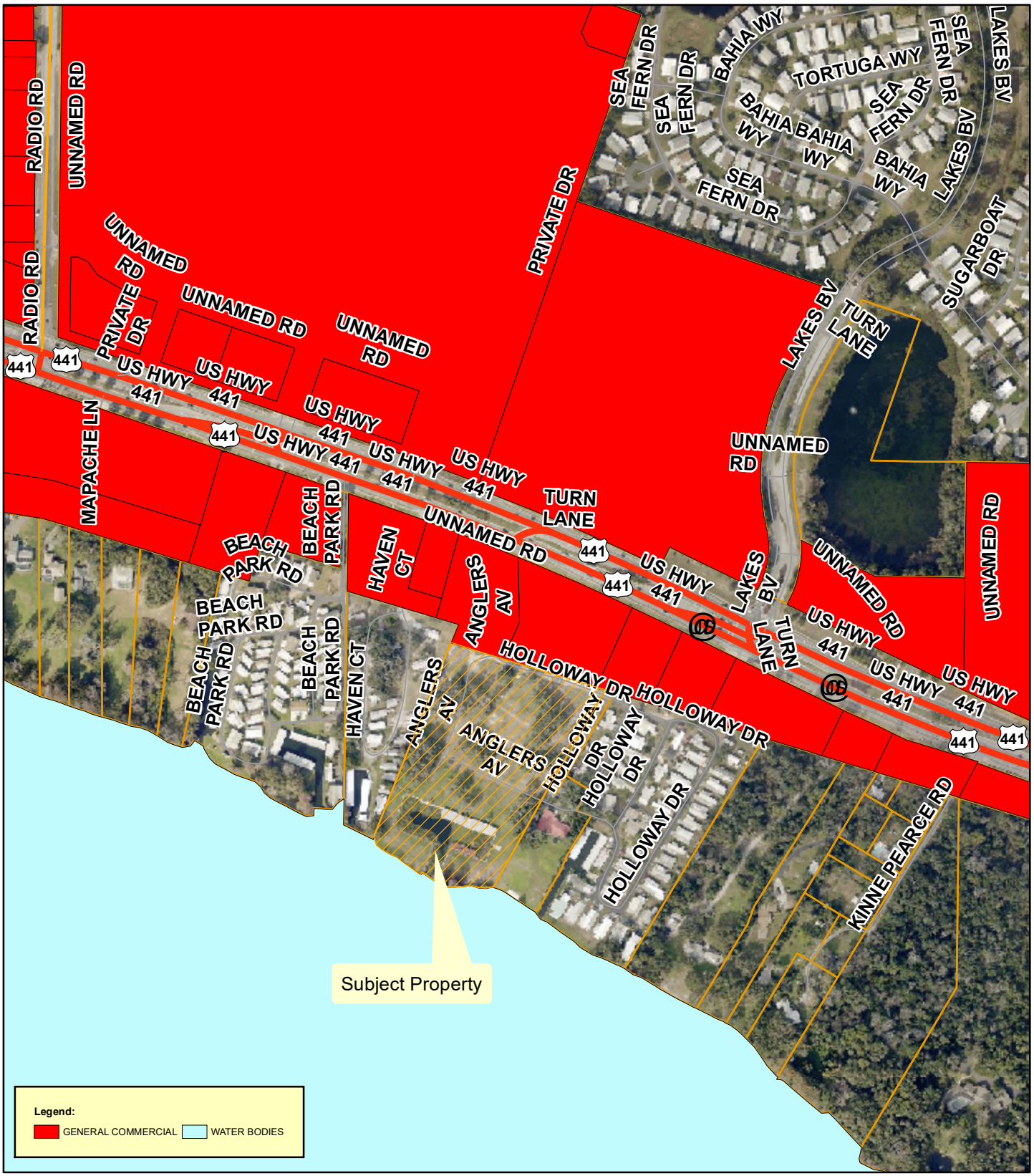
Feet

Anglers on Harris ANNX-22-436, SSCP-22-437, PUD-22-438
32311 Anglers Avenue
AK#: 1703735
Section 23, Township 19 South, Range 25 East
September 22, 2022

Future Land Use



Planning & Zoning Division

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Anglers on Harris ANNX-22-436, SSCP-22-437, PUD-22-438
32311 Anglers Avenue
AK#: 1703735
Section 23, Township 19 South, Range 25 East
September 22, 2022

PROPOSED Future Land Use



Planning & Zoning Division

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Feet

Anglers on Harris ANNX-22-436, SSCP-22-437, PUD-22-438
32311 Anglers Avenue
AK#: 1703735
Section 23, Township 19 South, Range 25 East
September 22, 2022

Surrounding Existing Land Uses



Planning & Zoning Division

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Anglers on Harris ANNX-22-436, SSCP-22-437, PUD-22-438
32311 Anglers Avenue
AK#: 1703735
Section 23, Township 19 South, Range 25 East
September 22, 2022

Flood Zones



Planning & Zoning Division

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Feet

Anglers on Harris ANNX-22-436, SSCP-22-437, PUD-22-438
32311 Anglers Avenue
AK#: 1703735
Section 23, Township 19 South, Range 25 East
September 22, 2022

Wetlands



Legend:

Wetlands VEG

- Cypress
- Hardwood Swamp
- Lakeshore Emergents
- Shallow Marsh (Excavated)
- Uplands
- Water
- Water (Excavated)

Planning & Zoning Division

N W E S

0 110 220 330 440

Feet

Anglers on Harris ANNX-22-436, SSCP-22-437, PUD-22-438
32311 Anglers Avenue
AK#: 1703735
Section 23, Township 19 South, Range 25 East
September 22, 2022

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.B.3.

Meeting Date: November 14, 2022

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida changing the zoning on approximately 6.93 acres from Lake County CP (Planned Commercial) to City of Leesburg SPUD (Small Planned Unit Development) to allow for residential development on a property generally located south of U.S. Highway 441 and east of Anglers Avenue, as legally described in Section 23, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Anglers SPUD)

Staff Recommendation:
Planning and Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from Lake County CP (Planned Commercial) to City of Leesburg SPUD (Small Planned Unit Development) to allow for the development of a single family residential subdivision.

Analysis:
The project site is approximately 6.93 +/- acres, and is generally located south of U.S. Highway 441 and east of Angler's Avenue, as shown on the attached maps. At this time, the property is vacant and undeveloped. The existing land uses surrounding the property are residential.

The Planning Commission held a public hearing on the application on October 22, 2022, and by a vote of 6-1 recommended approval.

Procurement Analysis:
N/A

Options:
1. Approve the proposed rezoning to SPUD (Small Planned Unit Development); or
2. Such other action as the Commission may deem appropriate.

Fiscal Impact:
Future development of this site will create a positive fiscal impact on the City of Leesburg, in the form of impact and utility fees, plus ad valorem taxes.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA CHANGING THE ZONING ON APPROXIMATELY 6.93 ACRES FROM LAKE COUNTY CP (PLANNED COMMERCIAL) TO CITY OF LEESBURG SPUD (SMALL PLANNED UNIT DEVELOPMENT) TO ALLOW FOR RESIDENTIAL DEVELOPMENT ON A PROPERTY GENERALLY LOCATED SOUTH OF U.S. HIGHWAY 441 AND EAST OF ANGLERS AVENUE, AS LEGALLY DESCRIBED IN SECTION 23, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (ANGLERS SPUD)

BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA, that:

Section 1.

Based upon the petition of Tania Torres, Lake Harris Investments, LLC, 1080 Bichara Boulevard, #223, Lady Lake, Florida, 32159 (Ryan Solstice, LPG Urban and Retional Planners, Inc., 1162 Camp Avenue, Mt. Dora, Florida 32157 petitioner) 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, said property being located in Lake County, Florida, is hereby rezoned from Lake County A (Agriculture) to City of Leesburg SPUD (Small Planned Unit Development), to-wit:

(Legal Description)
(See Exhibit A)

Section 2.

All ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed;

Section 3.

This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on this _____ day of _____ 2022.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

EXHIBIT A

ANGLERS ON LAKE HARRIS
Lake Harris Acquisition Group, LLC
SPUD (Small Planned Unit Development Conditions)
October 20, 2022

These Planned Unit Development Conditions for an SPUD (Small Planned Unit Development) zoning district are granted by the City of Leesburg Planning Commission, Lake County, Florida to **Lake Harris Acquisition Group, LLC, P.O. Box 690997, Vero Beach, Florida, 32969 as "Permittee" (Greg Beliveau, AICP, LPG Urban and Regional Planners, Inc., 1162 Camp Avenue, Mt. Dora, Florida, 32757 - Agent)** for the purposes described herein, and subject to the terms and conditions as set forth in this document, pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 "Planned Unit Development" of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND

The "Permittee" is requesting a Small Planned Unit Development (SPUD) zoning district to allow future construction of a proposed residential development consisting of approximately 6.93 acres containing a maximum of 47 single family attached residential units on a site generally located south of U.S. Highway 441 and east of Angler's Avenue, on a site within the City of Leesburg in accordance with their SPUD application and supplemental information. It is the intent of the applicant to allow for fee simple ownership of each unit, which are planned to be developed in the condominium form of ownership.

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 **Lake Harris Acquisition Group, LLC, P.O. Box 690997, Vero Beach, Florida, 32969 as "Permittee" (Greg Beliveau, AICP, LPG Urban and Regional Planners, Inc., 1162 Camp Avenue, Mt. Dora, Florida, 32757 - Agent)** 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 6.93 acres, shall be used for single-family residential development, pursuant to City of Leesburg development codes and standards.

A. Permitted Uses

1. Detached single family residential units
2. Attached single family residential units
3. Accessory structures for residential uses
4. Sales office in a single-family unit
5. Accessory retail within a recreation center or clubhouse, intended for the primary use of residents, such as a snack bar
6. Temporary modular sales center office (during construction and sales of new units) not to exceed one year, and construction office not to exceed two years from the approval of the final plat of the final phase for the subdivision. Model homes may be used as sales centers during the duration of the project.

B. Prohibited Uses

1. Multi-family units (Apartments)
2. Commercial uses (as a primary use)
3. All other uses not specifically permitted within these conditions under Permitted Uses above shall be prohibited.

4. DEVELOPMENT STANDARDS

A. The development shall utilize the following development standards, in conjunction with Exhibit C, Conceptual Site Plan as attached hereto. If any case arises where a conflict exists between the conceptual site plan and these conditions, these conditions shall prevail.

B. The project shall contain a maximum of twenty (20) attached single family units, and a maximum of twenty-six (27) detached single-family residential units at a gross density not to exceed 6.8 units per acre on the approximately 6.93-acre site.

C. The minimum lot development standards shall be:

1. <u>For detached single family lots:</u>
   a. A maximum of 27 lots shall contain detached single-family units, as shown on Exhibit C, Conceptual Site Plan.
   b. Minimum house size: 1,200 square feet under roof.
   c. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
   d. Minimum house width 20 feet
   e. Minimum house depth 40 feet
   f. Minimum building setbacks:

All structures shall be a minimum of twenty (20) feet from the nearest property line on the eastern and western boundaries, and a minimum of forty-five (45) feet from the northern property line. Development along the southern property boundary shall adhere to all St. Johns River Water Management District and other legally required jurisdictional agency regulations.

2. For attached single family lots:
   a. A maximum of twenty (20) lots shall contain attached single-family units, as shown on Exhibit C, Conceptual Site Plan.
   b. Minimum house size: 1,200 square feet under roof.
   c. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
   d. Minimum house width 24 feet
   e. Minimum house depth 48 feet
   f. Minimum building setbacks:
      All structures shall be a minimum of twenty (20) feet from the nearest property line on the eastern and western boundaries, and a minimum of forty-five (45) feet from the northern property line. Development along the southern property boundary shall adhere to all St. Johns River Water Management District and other legally required jurisdictional agency regulations.

3. For all structures:
   a. Each residential structure shall have a minimum two (2) car garage
   b. All residential units shall have gutters constructed on the primary structure to direct stormwater away from the foundation and into the appropriate water retention areas.
   c. Minimum distance between structures shall be ten (10) feet; as measured from building wall to building wall.
   d. Roof overhang shall not exceed thirty-six (36) inches.
   e. Maximum building height: ~~three (3)~~ two (2) stories.
   f. Accessory structures shall not be permitted in association with the residential units.
   g. As part of the site plan approval process, city staff shall review final site design standards in accordance with the approved PUD (Planned Unit Development) zoning conditions set forth herein.

5. DESIGN/ARCHITECTURAL STANDARDS

A. All buildings shall utilize at least five (5) of the following design features to provide visual relief along all elevations of the single-family units. Designs may vary throughout the development.
   1. Dormers
   2. Gables
   3. Recessed or raised entries
   4. Covered porch entries

5. Cupolas
6. Pillars or decorative posts
7. Bay window (minimum 12-inch projections)
8. Eaves (minimum 6-inch projections)
9. Front windows with arched glass tops and minimum 4-inch trim.
10. Garage vehicle doors shall incorporate the following elements: raised decorative panels, decorative glass panels or panes, decorative hinges, etc.
11. Front doors shall incorporate the following decorative elements: raised decorative panels, decorative glass panels or panes, decorative handles, etc.
12. Stone accents
13. Shutters
14. Board and batten siding
15. Hardy board siding
16. Raised banding
17. Craftsman style garage doors

B. Exterior building materials contribute significantly to the visual impact of a building on the community. These materials shall be well designed and integrated into a comprehensive design style for the project. The total exterior wall area of each building elevation shall be composed of one of the following:

1. At least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.
2. At least thirty percent (30%) full-width brick or stone, with the balance being stucco and/or a "cementitious" lap siding. (A "cementitious" lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option.).
3. All textured stucco shall be permitted subject to the provision of at least five (5) unique design features such as recessed garages, tile or metal roofs, arched windows, porches, etc. in the elevations of the buildings or the buildings are all brick stucco.
4. For all designs, architectural facades and features shall be submitted and reviewed by the Planning and Zoning Director or designee for compliance prior at time of site plan review.

C. Other similar design variations meeting the intent of this section may be approved by the Planning and Zoning Manager or designee.

D. The architectural styles and facades shown in **Exhibit D, Building Elevations** herein are considered conceptual.

E. The Permittee shall utilize "Dark Sky" lighting principles when selecting lighting fixtures for all street lighting. Such lighting shall achieve the overall effect of containing and shielding excessive light pollution from adjacent properties. Appropriate designs are shown on as Exhibit E, attached hereto.

6. OPEN SPACE, LANDSCAPING & BUFFER REQUIREMENTS

A. A minimum of 35% open space shall be provided throughout the development. Open space may consist of buffers, wetlands retention and recreation areas.

B. A minimum fifteen (15) foot buffer tract with plantings as shown in Figure A below, shall be provided along eastern and western boundaries as shown on "Exhibit C Conceptual Plan" attached hereto. This landscape buffer shall be separate from all other platted lots, shall not be part of individually purchased properties, and shall be a common area to be maintained by an entity such as a Property Owners or Homeowners Association.

C. Each unit shall be landscaped in a manner to provide a minimum of one understory tree, located within in the nearest front yard area and one understory tree located in the landscape area between each unit. These trees shall be selected from the list of trees within the City of Leesburg Code of Ordinances, *Section 25-,328 Table 1, Canopy Trees*, plus at least one other tree, located in the back yard. All other requirements for tree planting based on lot size under the Code of Ordinances shall remain in effect. Staff shall review a Landscape Plan for overall consistency with these requirements and adjust plantings as needed.

D. A wall, made of concrete or similar solid material shall be provided along the eastern and western boundaries of the property. This wall shall be installed at a minimum height of six (6) feet. This wall shall be maintained by the Property Owners or Homeowners Association. A solid six-foot fence of PVC or other synthetic material, shall be allowed as an option to a solid wall.

E. Land uses allowed within the upland buffers are limited to hiking trails, walkways, passive recreation activities and stormwater facilities as permitted by St. Johns River Water Management District.

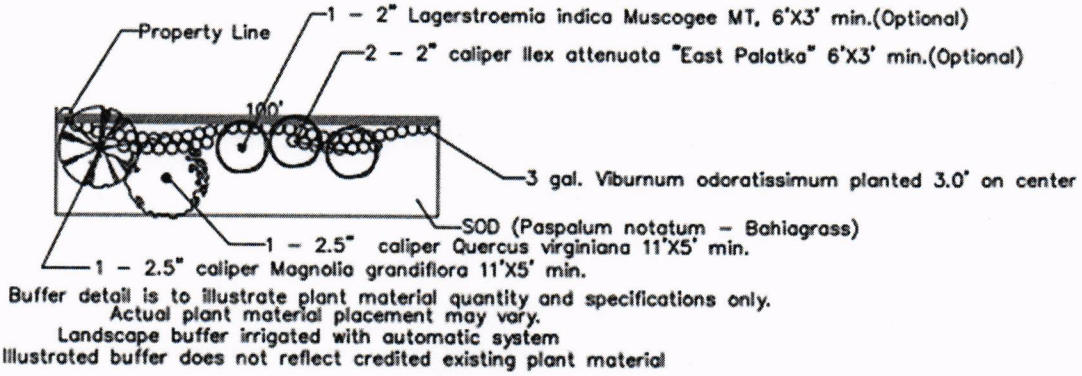
F. All landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances, Section 25-329, and at a minimum shall contain the following plantings as noted in Figures A and B below.

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



100 Feet of
Typical 15' Landscape Buffer

not to scale

G. Variations to the landscape and buffering requirements of the code may be approved by the Planning and Zoning Manager or designee, to the extent that the overall intent of the SPUD and the Landscaping Code are maintained, including consideration of existing fencing on adjacent properties and existing natural vegetative buffers.

H. The surveying of trees on the property shall be conducted as follows:

1. All existing 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. Such trees are defined as having a greater than 30" diameter at 54" height.
2. Site areas that are to preserve existing trees do not need to be included in the survey unless the trees are to be used in preservation/replacement requirements.
3. The tree survey shall be completed by a licensed surveyor.

7. SITE ACCESS AND SIGNAGE

A. The main vehicular access to the project site shall consist of at least one primary access on the north property boundary, situated on the western side of the northern boundary, as prescribed by Lake County Public Works, and/or FDOT as applicable, and shown on the Master Development Plan - Exhibit C, as amended.

All access points are conceptual and subject to Lake County review, and shall include review of a secondary access point.

B. Actual location and design of all roads shall be determined during the site plan review process and shall include consideration of, and connection to, sidewalks, recreation paths, etc. All other access shall be reviewed for necessity and requirements through Lake County and the City of Leesburg development and permitting processes. Any additional access points shall be subject to site plan application review process.

C. In addition to the above primary access point, there shall be an easement of sufficient width, running along the north property line, from the main access point to the east, to allow for permanent, continued access for residents to the east.

D. The main access point on Holloway Drive, shall be constructed to allow adequate access to the development per City of Leesburg standards, and shall maintain or create via recorded easement, permanent legal access for the adjacent property to the east. This entrance shall be reviewed and adjusted by staff as needed at the Site Plan and Construction Plan review processes.

1. Offsite road improvements on existing roads adjacent to the property may be required based on finalized access locations. Such improvements may include, but are not limited to, left and right turn lanes, right-of-way dedication, and pavement rehabilitation. Any proposed offsite road improvements must be approved by Lake County Public Works.
2. Prior to completion of the subdivision design plans, the developer shall work with the Lake County Department of Public Works to ensure all appropriate required roadway and access improvements for the development are made part of the plans submitted to the City of Leesburg.
3. The Master Development Plan, and the access points proposed thereon, are considered conceptual until the appropriate engineering and site plan reviews, along with any required upgrades are completed for the project.

E. All access points are subject to review and approval by the appropriate permitting agency, including FDOT, Lake-Sumter Metropolitan Planning Organization, Lake County and the City of Leesburg as applicable. The developer shall be responsible for on and offsite improvements required as a result of any access points. The developer shall be responsible for all on and offsite improvements required as a result of any access points.

F. Each required access point shall provide a decorative entry feature to include a concrete, brick or stucco wall at least five (5) feet in height, on each side of the entryway. Other designs that meet the intent of this section may be reviewed and approved by staff. This may be used for signage per City of Leesburg Code of Ordinances, as amended.

G. Alternative designs for the ground enclosure support and bases of a monument sign may be approved by the Planning and Zoning Director or designee, where the architectural style would be in keeping with the intent of these sign regulations.

H. Roadway interconnectivity shall be provided as shown on the Conceptual Site Plan – Exhibit C, as needed, to allow for connection points between this development and future development of adjacent properties.

8. TRANSPORTATION IMPROVEMENTS

A. Any transportation improvements or rights-of-way that may be required shall be based on projected needs and shall be contingent upon site plan approval by City staff during the development review and permitting process to include a possible second access point. The plan review process shall include consideration of required sidewalks, recreation paths etc.

B. A traffic/transportation study shall be submitted for review and determination of any necessary access improvements, and including any off-site improvements legally required by Lake County, the Lake-Sumter MPO or the City of Leesburg. Said improvements will be the responsibility of the Permittee.

C. The Permittee shall provide necessary traffic improvements within and adjacent to the development which are legally required by Lake County, the Lake-Sumter MPO and City of Leesburg.

D. All roads within the development shall be designed and constructed to meet the City of Leesburg requirements.

E. The Permittee shall be responsible for obtaining all necessary legally required Lake County permits and a copy of all permits shall be provided to the City of Leesburg.

F. The City of Leesburg shall not be responsible for the construction of any roads or transportation improvements.

G. All roads within the development shall be constructed to meet the City of Leesburg's standards, ARTICLE VII – TECHNICAL STANDARDS, as amended.

1. Should the Permittee (or designee) desire to dedicate the proposed project's internal road system to the City of Leesburg; the Permittee shall demonstrate to the satisfaction of the City of Leesburg that the road system is in suitable condition and meets all City road design requirements.

2. Should the Permittee (or designee) choose to retain the roadways, the Permittee shall establish an appropriate legal entity that shall accept responsibility to pay the cost and perform all services required to maintain the roads and transportation improvements to City of Leesburg codes and standards, as amended. A

Homeowners or Property Owners Association, or other such legal entity will be considered acceptable.

H. Sidewalks shall be provided on one side of the entrance road(s) and internal roads, and shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways or other design shall be of sufficient width to contain a sidewalk fronting each housing unit. 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 on or off-site improvements required by the City and all other appropriate government agencies. This may include, but not be limited to, water and wastewater lines, new or upgraded lift stations, plus natural gas and electric services. All such requirements shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.

C. Developer shall be responsible for the installation of a natural gas water heater and natural gas furnace in eighty percent (80%) of all homes in the development as required by the City of Leesburg Code of Ordinances as amended.

D. The City of Leesburg intends to service the property with water and wastewater services at this time. At the time of connection, all regulations in place at the time of the request shall be required, including but not limited to impact fees, connection and utility service deposit charges. The cost of supplying water and wastewater lines and other necessary infrastructure such as lift stations to the development shall be the responsibility of the applicant.

10. STORMWATER/DRAINAGE MANAGEMENT

All drainage shall be designed and constructed in a manner to meet all State of Florida and City of Leesburg codes, including the requirement that all stormwater runoff is contained within the boundaries of the properties, and does not create a detriment to surrounding properties. Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Prior to

any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

A. A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.

B. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.

C. A responsible legal entity for the maintenance of the stormwater management system on the plat prior to the approval of the final plat of record. A homeowner's or property owners association is an acceptable maintenance entity.

D. The existing 100-year flood plain on the property shall be shown on all plans and lots.

E. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and /or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.

F. A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District shall be provided to the City during the site plan review process.

G. Should the Permittee desire to dedicate the proposed project's stormwater management system to the City of Leesburg; the City, at its discretion, may accept or not accept the stormwater management system.
   1. Prior to acceptance, the Permittee shall demonstrate to the City the stormwater management system is in a suitable condition and meets City of Leesburg and St. Johns River Water Management District requirements.
   2. As a condition of accepting the system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project.

11. WETLANDS, FLOOD ZONES & WILDLIFE

A. All wetlands on the project site shall be identified by a jurisdictional wetland boundary line, and the location and extent of each wetland shall be determined by the Department of Environmental Protection, St. Johns River Water Management District and/or U.S. Army Corp of Engineers. Each wetland shall be placed on a suitable map, signed and sealed by a surveyor registered to practice in Florida and shall be submitted as part of the site plan application process.

B. To the extent practicable, wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, the St. Johns River Water Management District or another legal entity such as a homeowner's association.

The conservation easement shall require that the wetlands be maintained in their natural and unaltered state. Wetlands shall not be included as a part of any platted lot, other than a lot platted as a common area, which shall be dedicated to the St. Johns River Water Management District or another legal entity such as a homeowner's association for ownership and maintenance.

C. Buildings or structures shall be a minimum of 50 feet from any wetland jurisdiction boundary.

D. Wetlands shall have an average upland buffer of 25 feet, with a minimum of 15 feet or the upland buffer established by St. Johns River Water Management District and/or U.S. Army Corp of Engineers; whichever is more restrictive. All upland buffers shall be naturally vegetated and upland buffers that are devoid of natural vegetation shall be re-planted with native vegetation or as required by St. Johns River Water Management District and/or U.S. Army Corp of Engineers.

E. Land uses allowed within the upland buffers for wetlands are limited to stormwater facilities as permitted by St. Johns River Water Management District.

F. If wetland alteration is permitted by St. Johns River Water Management District and/or U.S. Army Corp of Engineers, wetland mitigation shall be required in accordance with permit approvals from St. Johns River Water Management District or U.S. Army Corp of Engineers, whichever is more restrictive.

G. A wildlife management plan for the project site shall be prepared based on the results of an environmental assessment of the site and any environmental permit required from applicable governmental agencies. The wildlife management plan shall be submitted to the City as part of the site plan application process.

H. A map indicating the location of the 100-year flood plain.

I. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and/or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.

J. Through the Site Plan Review process, the developer shall coordinate with the City of Leesburg, Lake County and all impacted government agencies regarding elevation determinations, compensatory storage and overall design of the subdivision within and near flood hazard boundary areas, to ensure compliance with all regulations.

12. IRRIGATION & WATER USAGE

A. All landscaped areas shall be irrigated and designed to meet Section 25-327, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.

B. The use of St. Augustine grass, or other varieties of grass which require significant amounts of water are prohibited. The use of Bahia, Bermuda, Zoysia or other grasses which are more drought tolerant are permitted.

13. RECREATIONAL REQUIREMENTS

A. Recreational development provided on the site may include active and passive uses, as well as enclosed or unenclosed recreational space, devoted to the joint use of the residents. Such recreational space shall be provided at a rate of 200 square feet per residential unit, and shall consist of not less than 9,200 square feet (0.21 acres).

B. Recreational requirements shall include at least one primary active recreation area. Recreation areas may include such uses as a children's playground with equipment, dog park area or gazebo, swimming pool, clubhouse or other amenities as reviewed and approved by staff. The primary recreational facility shall be constructed in conjunction with, and completed no later than the receipt of Certificate of Occupancy of 50% of the approved maximum number of residential units.

C. Credit for recreational space shall be given for areas dedicated to recreational space, to include items such as a clubhouse with recreation room, swimming pool, outdoor cooking facilities such as grills, youth playgrounds, play courts, dog parks or other similar uses which will meet the intent of this document. Other similar uses which will meet the intent of this document may be supplied by the developer.

D. Active recreational activity space shall be calculated at a rate of 1.25 times for activities such as, but not limited to:

1. Trails, playgrounds, basketball, tennis, handball courts, etc.
2. Community swimming pool, including the deck area surrounding such pools.
3. Indoor recreation rooms provided such rooms are permanently maintained for the use of residents for recreational purposes.
4. Other active recreational activities may be used for credit, subject to approval by the City of Leesburg.

14. MAINTENANCE

A. With the exception of any public utilities, maintenance of all site improvements, including but not limited to roadways, drives, internal sidewalks, landscaping and drainage shall be the responsibility of the property owner. A homeowner's association shall serve as an appropriate entity for all common properties within the development.

15. DEVELOPMENT PHASING & IMPLEMENTATION

A. The proposed project may be constructed in phases in accordance with the Small Planned Unit Development Conditions and Conceptual Plan. Changes to the development conditions or conceptual plan, other than those conditions described in these SPUD Conditions of Approval, shall be revised in accordance with the

Small Planned Unit Development review process, City of Leesburg Code of Ordinances.

B. Implementation of the project shall substantially commence one-hundred twenty (120) months after approval of this Planned Development. In the event, the conditions of the SPUD have not been substantially implemented during the required time period, the City of Leesburg shall have the option of scheduling the SPUD, with due notice to the owner and surrounding property owners, for reconsideration by the Planning Commission at their next available regular meeting. The Planning Commission will consider whether to extend the SPUD approval or rezone the property to another appropriate zoning classification.

C. As part of the overall development process, if the project is constructed in phases, then plat of the lots for each approved phase shall contain only portions of the development approved under the Site Plan Review Process, i.e. each phase platted shall match each phase submitted for site plan review.

16. MISCELLANEOUS CONDITIONS

A. The uses of the proposed project shall only be those uses identified in the approved Small 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 Small Planned Unit Development conditions set forth herein, and with all City and other governmental agencies rules and regulations.

D. The transfer of ownership or lease of any or all of the property described in these SPUD Conditions of Approval shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Small 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 SPUD 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. In the case of any conflict with the site plans attached hereto and this document, this document shall prevail as the determining requirement.

17. LEVELS OF SERVICE

A. Levels of Service

1. As submitted, the development resulting from the proposed zoning change may result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to water, wastewater, roads, drainage, and solid water. No final development order (site plan and building permits) shall be granted for proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.

B. Utilities

1. Projected Capacities
   i. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.

C. If the development requires construction of new distribution or collection lines, or other infrastructure needed to develop the subdivision, the developer will be required to construct such facilities to provide service. The developer will bear the cost of design, permitting and construction. Any such facilities must be constructed in a fashion consistent with the City's master plans and to the City standards and specifications.

D. Commitment of Capacity

1. There are no previous commitments of any existing or planned excess capacity for this property.

E. Ability to Provide Services

1. At this time, the City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.
2. Future development within the City of Leesburg utility service areas may impact the provision of utility services.

EXHIBIT B

LEGAL DESCRIPTION

Legal Description:

That Part of Government Lots 2 and 4 in Section 23, Township 19 South, Range 25 East, In Lake County, Florida, Bounded and Described as Follows: From the East Quarter Section Corner of Said Section 23, Run South 89°47'30" West Along the North Line of the South ½ of said Section 23 a distance of 3045.5 feet; Thence South 0°10' East 98.55 Feet; Then South 71°33' East 354.4 Feet; Thence South 0°10' East 9 Feet to a point on the Southernly line of the right of way of U.S. Highway No. 441 as the same formerly existed; Thence South 0°31' East 301.4 Feet to a point on the center line of the 120-foot-wide right of way of the Seaboard Coast Line Railroad; Then South 20°34' West 60.15 Feet to a point on the Southernly line of the right of way of said railroad, said point being the point of beginning of this description. From said point of beginning, run South 74°05' East along the Southerly line of the right of way of said railroad 520.53 feet; Thence south 29°20'02" West 354.85 feet; Thence North 59°52' West 28.1 Feet; Thence South 27°58' West 170.3 Feet; Thence South 59°52' East 28 Feet; Thence South 27°31'30" West 172 Feet, More or Less, the Waters of Lake Harris; Thence Northwesterly along and with the Waters of Lake Harris to a point on a line bearing South 20°34' West from the Point of Beginning; Thence North 20°34' East 641 feet, more or less to the point of beginning.

Less and Except the following described property:

That Part of Government Lot 2 in Section 23, Township 19 South, Range 25 East, in Lake county, Florida, Bounded and described as follows: from the East Quarter Section Corner of Said Section 23, Run South 89°47'30" West along the North Line of the South ½ of said Section 23 a distance of 3045.5 feet; Thence South 0°10' East 98.55 feet; Thence South 71°33' East 354.4 feet; Thence South 0°10' East 9 Feet to a point on the southerly line of the right of way of U.S. Highway No.441 as the same formerly existed; Thence South 0°31' East 301.4 feet to a point on the center line of the 120 foot-wide right of way of the Seaboard Coast Line Railroad; Thence South 20°34' West 60.15 feet to a point on the Southerly line of the right of way of said railroad; Thence South 74°05' East Along the southerly line of the right of way of said railroad 520.53 feet; Thence South 29°20'02" West 354.85 Feet; Thence North 59°52' West 28.1 Feet: Thence South 27"58' West 170.3 Feet to the point of beginning of this description; Thence South 59°52' East 28 Feet; Thence South 27"31'30" West 172 Feet, more or less, to the Waters of Lake Harris and a point hereby designated as point "A"; return to point of beginning; Thence run South 27°58' West 185 feet to the Waters of Lake Harris; Thence Southeasterly 30 feet, more or less, along and with the Waters of Lake Harris to the aforementioned point "A" and the end of this description.

Also less and Except the Following Described Property:

That part of government Lot 2 in Section 23, Township 19 South, Range 25 East, In Lake County, Florida, Bounded and Described as follows: From the East Quarter Section corner of said Section 23, Run South 89°47'30" West along the North line of the South ½ of Said Section 23 A Distance of 3045.5 feet; Thence South 0°10' East 98.55 feet; Thence South 71°33'East 354.4 Feet; Thence South 0°10 East 9 Feet to a point on the southerly line of the right of way of U.S. No. 441 as the same formerly existed; Thence South 0°31' East 301.4 feet to a point on the center line of the 120 foot wide right of way of the Seaboard Coast Line Railroad; Thence South 20°34' West 60.15 Feet to a point on the southerly line of the right of way of said railroad; Thence South 74°05' East along the southerly line of the right of way of said railroad 493.04 feet to a 5/8" Iron rod with a cap marked PLS 4559 and the point of beginning of this description; Thence continue South 74°05' East along said Railroad right of way a distance of 27.49 feet to the most easterly corner of the first parcel described in exhibit "A" as recorded in O.R. Book 2988,

Page 1125, Public Records of Lake County, Florida; Thence S29°20'02"W Along the east line of said "First Parcel" a distance of 354.85 feet; Thence N59°52'W along the east line of said "First Parcel" a distance of 28.1 feet;

Thence in a straight line run back to the point of beginning and the end of this description; The above parcel being more particularly described as follows:

That part of government Lot 2 in Section 23, Township 19 South, Range 25 East, In Lake County, Florida, Bounded and Described as Follows: Commence at the East Quarter Section Corner of Said Section 23, Said corner having a State Plane Coordinate (East Zone) of North 1632535.39 and East 408091.35 as per certified corner Record No. 72866 on file with the Florida Department of Environmental Protection, Run N88°59'28"W on a bearing related to Florida Grid East Zone Along the North Line of the South ½ of said Section 23 a distance of 3045.5 feet; Thence S01°03'02"W 98.55 Feet; Thence S70°19'58"E 356.76 feet; Thence S01°03'02"W 9 Feet to a point on the southerly line of the right of way of U.S. No. 441 as the same formerly existed; Thence S00°42'02"W 301.33 feet to a 5/8" iron rod marked #3715 being a point on the center line of the 120 foot wide right of way of the Seaboard Coast Line Railroad; Thence S21°38'22"W 60325 feet to a 1 inch iron pipe being a point on the southerly line of the right of way of said railroad; Thence S73°07'14"E along the southerly line of the right of way of said railroad 492.93 feet to a 5/8" iron rod with a cap marked PLS 4559, Said Iron Rod having a coordinate of North 1631860.97 and East 405826.09 and being the point of beginning of this description; Thence continue South 73°07'14" East along said railroad right of way a distance of 27.49 feet to a 5/8" iron rod marked LB7274 being the most easterly corner of the first parcel described in exhibit "A" as recorded in O.R. Book 2988, Page 1125, Public Records of Lake County, Florida; Thence S30°18'44"W along the east line of said "First Parcel" a distance of 354.77 feet to a ½" iron pipe; Thence N59°24'04"W along the east line of said "First Parcel" a distance of 27.93 feet to a ½" iron pipe; Thence N30°30'32"E a distance of 348.24 feet to the point of beginning and the end of this description; Reserving easement for ingress, egress and utilities over the North 30 feet thereof.

Together with a Perpetual Non-Exclusive Easement for Ingress and Egress over, across and upon the following described (4) parcels of land, lying being and situated in Lake County, Florida:

Parcel No.1:

A portion of those lands described in official Records Book 982, Page 1686. Public Record of Lake County, Florida, Lying in the South ½ of Section 23, Township 19 South, Range 25 East, Lake County, Florida, Being more particularly described as follows: commencing at the Northeast corner of the Southeast ¼ of Section 23, Township 19 South, Range 25 East, Run North 89°28'35" West along the North Line of Said Southeast ¼ a distance of 2541.08 feet; Thence South 01°24'06" East a distance of 304.38 feet to the southerly right of way line of U.S. Highway 441; Thence continue South 01°24'06" East a distance of 31.03 feet for point of beginning; Thence continue South 01°24'06" East a distance of 25.16 feet; Thence run North 73°57'42" West a distance of 75.35 feet; Thence run North 23°35'53" East a Distance of 59.44 feet to the aforesaid south right of way line being the point of curvature of a non-tangent curve concave Southerly having a radius of 7699.11 feet and a chord bearing of South 68°01'05" East: Thence run southeasterly along the arc of said curve through a central angle of 00°16'21" a distance of 36.6 feet; Thence departing aforesaid southerly right of way line and curve, run South 22°07'02" West too the Point of Curvature of a Curve concave easterly having a radius of 15 feet; Thence run Southeasterly along the arc of said curve through a central angle of 96°03'57" a distance of

25.15 feet to the point of tangency; Thence run South 73°57'42" East a distance of 9.21 feet to the point of beginning.

Parcel No. 2:

The Easterly 32 feet of the following described property:

That part of government Lots 2 and 3 in Section 23, Township 19 South, Range 25 East, Lake County, Florida, Bounded and Described as Follows: From the East Quarter Section corner of said Section 23, run South 89°47'30" West along the North Line of the South ½ of said Section 23, a Distance of 3045.5 feet; Thence South 0°10' East 98.55; Thence South 71°33' East 354.4 feet; Thence South 0°31' East to a point on the southerly line of the right

of way of U.S. Highway No. 441, said point being the point of beginning of this description. From said point of beginning, continue South 0°31' East to the Northerly line of the right of the Seaboard Coastline Railroad; Thence South 74°05' East along the northerly line of the right of way of said railroad 191.7 feet; Thence North 02°11' West to the Southerly line of the right of way of U.S. Highway No. 441; Thence Westerly along the Southerly line of said right of way to the point of beginning, less the North 56.19 feet thereof.

Parcel No. 3:

The Easterly 21 Feet of the following described parcel:

A portion of those lands described on official Records Book 870, Page 2272, Public Records of Lake County, Florida, Lying in the South ½ of Section 23, Township 19 South, Range 25 East, Lake County, Florida, and being more particularly described as follows: Commence at the Northeast corner of the Southeast ¼ of Section 23, Township 19 South, Range 25 East, Run North 89°28'35" West along the North Line of the said Southeast ¼ a distance of 2541.08 feet; Thence South 01°24'06" East a distance of 304.28 feet to the Southerly right of way line of U.S. Highway NO. 441; Thence continue South 02°24'06" East a distance of 199.46 feet to the Northerly right of way line of the abandoned Seaboard Coastline Railroad and the point of the beginning; Thence run South 24°03'26" Wet a distance of 121 feet to the Southerly right of way of said Seaboard Coastline Railroad; Thence Run North 73°19'04" West along said Southerly right of way of Seaboard Coastline Railroad a distance of 161.34 feet to the Westerly Boundary of those lands described in official Records Book 870, Page 2272, of the Public Records of Lake County, Florida; Thence Run North 21°20'54" East along said Westerly Boundary a distance of 60.2 feet; Thence continue along said Westerly boundary run North 00°10'05" East a distance of 62.58 feet to the aforesaid Northerly right of way line of Abandoned Seaboard Coastline Railroad; Thence Run South 73°19'04" East along said Northerly right of way line a distance of 189.76 feet to the point of beginning.

Parcel No. 4:

From a point of beginning on the Westerly line of the legal description of the easement set forth in parcel No. 3 immediately above, which point lies 15 feet North of the Southwest Corner of said legal description, Run Southwesterly at a 45° angle to a point on the line which is the Westerly extension of the Southernmost boundary of said legal description. Thence run easterly along the said extension of the Southernmost boundary of the said legal description to the Southwest corner of said legal description; Thence Run North on the Westerly Line of Said Legal Description to the Point of Beginning.

EXHIBIT C
(to be revised to meet PUD standards as needed)

CONCEPTUAL SITE PLAN

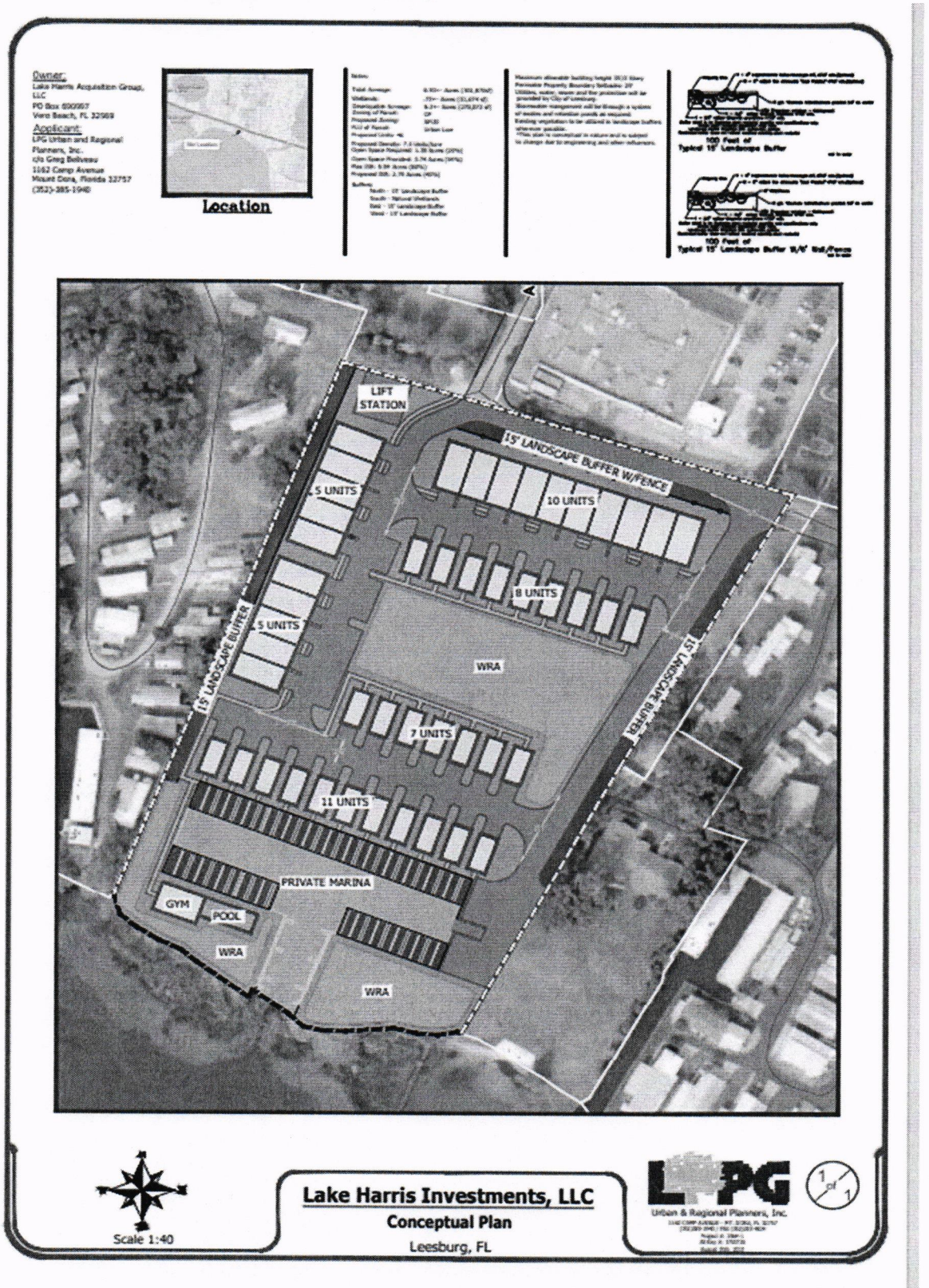


EXHIBIT D

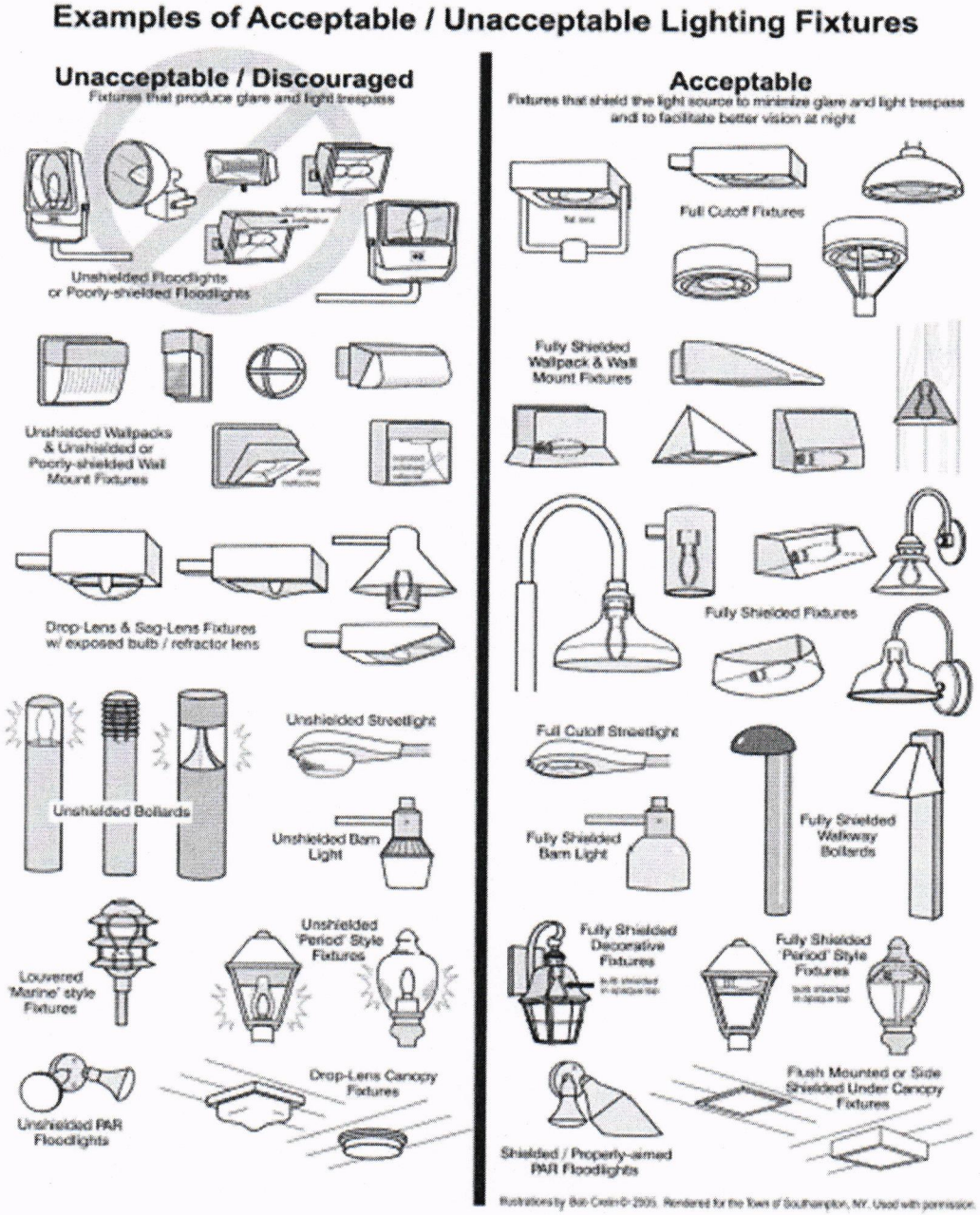
FAÇADE SAMPLES

EXHIBIT E

DARK SKY LIGHTING (Acceptable designs)

[redacted]

TYPICAL DARK SKY LIGHTING FIXTURES



CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS

DATE:	October 20, 2022
OWNER:	Lake Harris Investments, LLC, Tania Torres, Manager
PETITIONER:	Lake Harris Investments, LLC, Tania Torres, Manager
PROJECT:	Anglers on Harris Residential Subdivision
REQUEST:	Rezoning from Lake County CP (Planned Commercial District) to City of Leesburg SPUD (Small Planned Unit Development)
CASE NO.:	SPUD-22-438

THE PLANNING & ZONING DIVISION RECOMMENDS:

<u>APPROVAL</u> of this request for the following reason(s):

1. The proposed request is compatible with the current surrounding zoning districts of City of Leesburg C-3 (Highway Commercial), Lake County R-1 (Rural Residential) and Lake County RMRP (Mobile Home Rental Park District). As conditioned, the proposed use does not appear to be detrimental to surrounding properties.

2. The proposed zoning district of SPUD (Small Planned Unit Development) as conditioned and shown in the attached "Exhibit A" is compatible with Lake County Urban Medium Density Future Land Use and the proposed City of Leesburg Future Land Use designation of Low Density Residential.

3. The rezoning of the subject property is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, and Objective 1.6.

Action Requested:

1. Vote to approve staff's recommendation to rezone the subject property from Lake County CP (Planned Commercial District) 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
STAFF SUMMARY

DATE: October 20, 2022
OWNER: Lake Harris Investments, LLC, Tania Torres, Manager
PETITIONER: Lake Harris Investments, LLC, Tania Torres, Manager
PROJECT: Anglers on Harris Residential Subdivision
REQUEST: Small Scale Comprehensive Plan Amendment to Low Density Residential; Zoning to SPUD (Small Planned Unit Development)
CASE NO.: SSCP 22-437; SPUD-22-438

GENERAL LOCATION: The property is generally located south of U.S. Highway 441 and east of Anglers Avenue.

FUTURE LAND USE DESIGNATION: Lake County Urban Medium Density

SURROUNDING FUTURE LAND USE DESIGNATION:
North – City of Leesburg General Commercial
South – Lake Harris
East – Lake County Urban Medium Density
West – Lake County Urban Medium Density

PROPOSED FUTURE LAND USE DESIGNATION: Low Density Residential

EXISTING ZONING DESIGNATION: Lake County CP (Planned Commercial)

SURROUNDING ZONING DESIGNATIONS:
North – City of Leesburg C-3 (Highway Commercial)
South – Lake Harris
East – Lake County R-1 (Rural Residential); Lake County RMRP (Mobile Home Rental Park)
West – Lake County RMRP (Mobile Home Rental Park); Lake County CP (Planned Commercial District)

PROPOSED ZONING DESIGNATION: SPUD (Small Planned Unit Development)

EXISTING LAND USE: Vacant commercial

SURROUNDING LAND USE:
North – Commercial, stores, restaurant
South – Lake Harris
East – Residential
West – Residential

PROPOSED LAND USE: 48 Residential Units

DRAFT SUMMARY MINUTES OF A SPECIAL CALLED MEETING

OF THE PLANNING COMMISSION

CITY HALL

THURSDAY, OCTOBER 20TH, 2022 - 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, October 20th, 2022, at City Hall.

Chairman Ted Bowersox called the meeting to order at 4:28 p.m.

The following Commission members were present:

Ted Bowersox – Chairman
Tim Sennett – Vice-Chair
John O'Kelley
Frazier Marshall
Ze'Shieca Carter
Stewart Kaplan
Ken Simeone

The following Commission members were absent:

Nathaniel Sanders

City staff in attendance included Dan Miller, Planning & Zoning Manager, Sabrina Mitchell, Administrative Assistant II, Kandi Harper, Senior Planner, Christine Rock, Senior Planner, Max Van Allen, Planner, Melissa Medders, Planner and City Attorney Grant Watson was also present.

The meeting opened with an invocation given by Chairman Bowersox, followed by the Pledge of Allegiance to the Flag.

Dan Miller informed the audience of the rules of participation and the need to sign the speaker's registry. He also informed Commissioners and the audience that the City Commission meeting dates are tentatively scheduled.

DRAFT SUMMARY MINUTES OF THE PLANNING COMMISSION MEETING FOR THURSDAY, SEPTEMBER 8TH, 2022.

Vice-Chairman Sennett moved to APPROVE the draft minutes from the SEPTEMBER 8TH, 2022 meeting. Commissioner Carter SECONDED the motion, which PASSED by a vote of 6-0.

Chairman Bowersox stated to Dan Miller to announce the new members of the Planning & Zoning Staff ; Dan Miller stated we added Max Van Allen, Planner and Melissa Medders they have been a great addition to our Staff and our learning.

Sabrina Mitchell swore in staff as well as anyone in the audience wishing to speak.

Chairman Bowersox called for the first case under new business be brought forward.

NEW BUSINESS

Chairman Bowersox called for the fourth case under new business be brought forward.

4) **PUBLIC HEARING CASE # SSCP-22-437 – ANGLERS ON HARRIS – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT**

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE DESIGNATION OF CERTAIN PROPERTY CONTAINING 6.93 +/- ACRES FROM LAKE COUNTY URBAN MEDIUM DENSITY TO CITY OF LEESBURG LOW DENSITY RESIDENTIAL FOR A PROPERTY GENERALLY LOCATED SOUTH OF U.S. HIGHWAY 441 AND EAST OF ANGLERS AVENUE AS LEGALLY DESCRIBED IN SECTION 23, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, NOVEMBER 14, 2022 AND SECOND READING ON MONDAY, JANUARY 23, 2023)** (Anglers on Harris)

Chairman Bowersox stated to for the record to discuss the next two cases together.

Dan Miller introduced case number #SSCP-22-338 – Anglers on Harris – Small Scale Comprehensive Plan Amendment and case number #PUD-22-438 Planned Unit Development into the record and entered the exhibits into the record with maps and photo exhibits including aerial, zoning, future and surrounding land use, wetlands/flood zone maps, CRA maps, staff summary, departmental review summary, and staff recommendations.

Mr. Miller gave a background and explanation of the subject property, location, zoning, and requests, went over aerial map, PUD (Planned Unit Development), and site plan.

Kandi Harper utilized a power point presentation to demonstrate the area of the proposed site for the case.

Department Review Summary: This case was sent out to all the different City departments for review, no substantive comments from the Departments with exception of Public Works noted project will require relocation of wastewater lines and construction of a lift station. Lake County School Board noted that the project is subject to school concurrency review and would generate sixteen students. Under the current allowance in Lake County it would be fifteen students. Public responses - Per City of Leesburg notice requirements, the project was sent out to the surrounding property owners, of which there were twelve. Staff did receive a significant amount of responses; forty-seven written responses from the surrounding property owner letters, newspaper advertisement and sign postings, thirteen wanting to speak; concerns for this project read into the record.

Mr. Miller read the Staff Recommendations into the record for both cases; Staff recommended approval.

Michael Rankin with LPG represent the client Anglers on Lake Harris, Lake Harris Acquisition Group; name change to Venetia of Lake Harris gave a presentation and stated development and Planning & Zoning in any City could be easy or challenging; City dial in on redevelopment internal pieces, community come full circle, excited about the project, so many dynamics and challenges of proposed property; didn't work, project makes a lot of since, permitted uses under County; read into the record, focus on residential development, seeking the application, reviewed conditions, no issues with any of the Staff Recommendations, 400K development; townhomes 400K; entry level, monthly fees; $300 to $400 a month, challenges a different clientele; look at Leesburg area, second home; winter months, plated as condominium, maintained by condo association, less vehicles miles, reducing congestion, went over map, consistency in density; didn't want to have too much density, 6.4 units per acre, good estimates, 400K townhomes, bungalows 500K to 600K, went over façade samples, architectural standards, road easement; minimum commitment, traffic, utilities, working with the County and Public Works, each unit;14 additional slips, beach; cleanup, amenities; important, steer away for other use; ask for consideration.

Cara Singletary, Attorney stated she is representing one of the adjourning property owners and her analysis is on the legal implication to proposed annexation enclave of County property; to west, annexation and rezoning not consistent; along 441, review of City Zoning District Code; Article 4 Section 25-278, read into the record, County property; R6 or R1 planned commercial; didn't locate, FLU; under County, neighboring properties; 55 and up, mobile home community, client reside immediate east of property; R1; home on concept plan; by boat ramp, inconsistent with current zoning in place, completed in reasonable time; construction of lift station and wastewater recirculated; impact, one access easement; 18' currently paved, 48 units; 100 to 200 residents in that area, blow back; on Hwy 441, private easement, not maintained by the City or County, issue prevention of the use; alter character of neighborhood, currently several natural features on the property, Lakefront nature of the property; not suitable, proposed changes, buffers; modified account for gym, beach,

not consistent, application; SPUD, PUD; 18 units per acre, under City Zoning District Code; not clear, which project being approved; referenced SPUD, or PUD, zoned under County; 7 units per acre, scaled down; under current County permissions.

Grant Watson, City Attorney stated for the record

Citizens comments were based on

Michael Rankin addressed citizen concern and stated

Chairman Bowersox stated if the Commission have any questions of the applicant or any comments from the Public.

Commissioners, and Mr. Miller discussed

Chairman Bowersox entertained a motion, and then the voting took place.

Commissioner made a MOTION for APPROVAL of case # SSCP-22-338 – ANGLERS ON HARRIS – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT Commissioner SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of -0 .

Chairman Bowersox called for the fifth case under new business be brought forward.

5) **PUBLIC HEARING CASE # SPUD-22-438 – ANGLERS ON HARRIS – PLANNED UNIT DEVELOPMENT ZONING**

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 6.93 +/- ACRES FROM LAKE COUNTY CP (PLANNED COMMERCIAL DISTRICT) TO CITY OF LEESBURG SPUD (SMALL PLANNED UNIT DEVELOPMENT) TO ALLOW FOR RESIDENTIAL DEVELOPMENT FOR A PROPERTY GENERALLY LOCATED SOUTH OF U.S. HIGHWAY 441 AND EAST OF ANGLERS AVENUE AS LEGALLY DESCRIBED IN SECTION 23, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, NOVEMBER 14, 2022 AND SECOND READING ON MONDAY, JANUARY 23, 2023)** (Anglers on Harris)

Chairman Bowersox entertained a motion, and then the voting took place.

Commissioner made a MOTION for APPROVAL of case # SPUD-22-438 – ANGLERS ON HARRIS – PLANNED UNIT DEVELOPMENT ZONING

with Commissioner SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of -0.

Chairman Bowersox entertained a motion, and then the voting took place.

Commissioner made a MOTION for APPROVAL of case # PUD-22-438 – ANGLERS ON HARRIS – PLANNED UNIT DEVELOPMENT ZONING with Commissioner SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of -0 .

DISCUSSION

ANNOUNCEMENTS

ADJOURNMENT

Meeting was adjourned at 6:34 p.m.

_____

Ted W. Bowersox, Chairman

_____

Sabrina Mitchell, Administrative Assistant II

Aerial



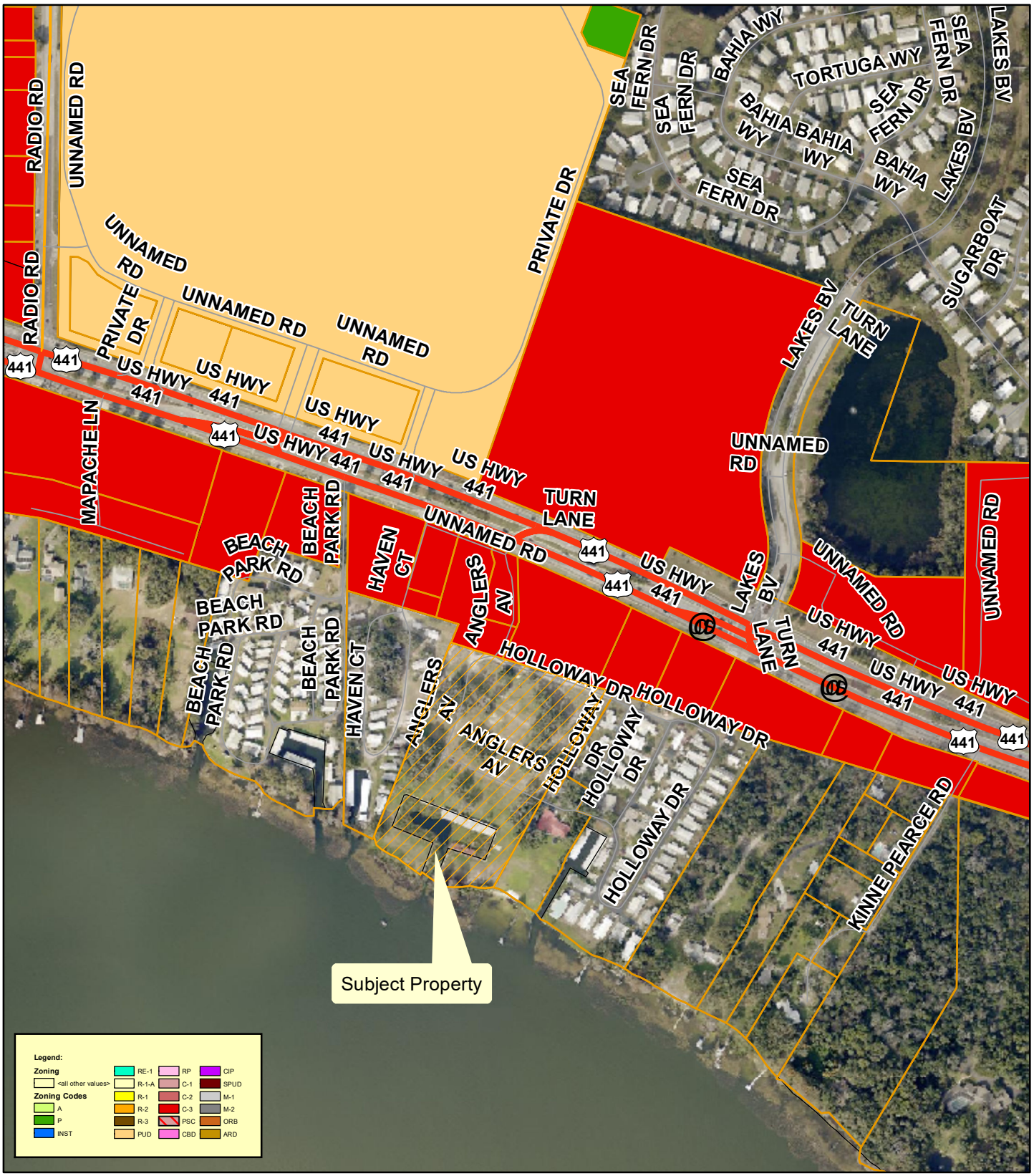
Planning & Zoning Division

N
W E
S

0 90 180 270 360
Feet

Anglers on Harris ANNX-22-436, SSCP-22-437, PUD-22-438
32311 Anglers Avenue
AK#: 1703735
Section 23, Township 19 South, Range 25 East
September 22, 2022

Zoning



Planning & Zoning Division

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Anglers on Harris ANNX-22-436, SSCP-22-437, PUD-22-438
32311 Anglers Avenue
AK#: 1703735
Section 23, Township 19 South, Range 25 East
September 22, 2022

PROPOSED Zoning



Planning & Zoning Division

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Anglers on Harris ANNX-22-436, SSCP-22-437, PUD-22-438
32311 Anglers Avenue
AK#: 1703735
Section 23, Township 19 South, Range 25 East
September 22, 2022

Surrounding Existing Land Uses



Planning & Zoning Division

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Feet

Anglers on Harris ANNX-22-436, SSCP-22-437, PUD-22-438
32311 Anglers Avenue
AK#: 1703735
Section 23, Township 19 South, Range 25 East
September 22, 2022

Community Redevelopment Area



Planning & Zoning Division

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Feet

Anglers on Harris ANNX-22-436, SSCP-22-437, PUD-22-438
32311 Anglers Avenue
AK#: 1703735
Section 23, Township 19 South, Range 25 East
September 22, 2022

ANGELERS COVE



Looking south into the property



Looking west on Haven Ct



Looking north on Haven Ct



Looking east on Haven Ct



Looking south toward the property on Haven Ct from US Highway 441