AGENDA
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, NOVEMBER 28, 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. Certification Results of the November 8, 2022 Election

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 November 14, 2022

B. PURCHASING ITEMS:

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

authorizing the Mayor and City Clerk to execute Amendment Two with Sissine's Business Solutions of Orlando, LLC, amending the contract term; 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 an Agreement with OCI Associates, Inc.; and providing an effective date.**

   a. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Task Order with OCI Associates, Inc. for Library HVAC Assessment in the amount of $13,460.00; and providing an effective date.**

3. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Agreement with Calvin, Giordano & Associates, Inc.; and providing an effective date.**

C. RESOLUTIONS:

1. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a First Amendment to Lease Agreement, between the City of Leesburg and BHI Properties of Central Florida, LLC, for the purpose of amending the tie-down spaces and additional ramp square footage, that are included in the leased premises; 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 First Amendment to Lease Agreement, between the City of Leesburg and Central Florida Avionics and Instruments, LLC, for the purpose of amending the tie-down spaces that are included in the leased premises; and providing an effective date.**

3. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Third Amendment to The Consolidated Lease Agreement, between the City of Leesburg and SunAir Aviation, Inc., for the purpose of amending the tie-down spaces that are included in the leased premises; and providing an effective date.**

4. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Fourth Amendment to Lease Agreement, between the City of Leesburg and Wipaire, Inc., for the purpose of amending the tie-down spaces that are included in the leased premises; and providing an effective date.**

5. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and the City Clerk to execute an Interlocal Agreement with Lake County, Florida for the jurisdiction transfer of Rumford Road (3220); and providing an effective date.**

6. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Civic Organization Funding Agreements for Fiscal Year 2022-23 with Band Parents Association of Leesburg High School, Inc., Boys and Girls Clubs of Central Florida, Inc., Community Development Corporation of Leesburg, Inc., Leesburg Area Chamber of Commerce, Leesburg Arts Festival DBA Leesburg Center for the Arts, Leesburg Partnership, Inc. and Melon Patch Players, Inc.; and providing an effective date.**

7. **Resolution of the City Commission of the City of Leesburg, Florida providing funding for the Facade, Sign, and Landscape Grant Program (FSL) for a projected located within the Greater Leesburg Downtown Community Redevelopment Agency Area; and providing an effective date. (Palace Partners)**

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.**

9. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from Nguyen Do, for the purpose of granting the City an Easement over the property described therein; and providing an effective date.**

10. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from Kane Roman Distributors, LLC, for the purpose of granting the City an Easement over the property described therein, together with the Joinder and Consent to Utility Easement from U.S. Small Business Administration joining and consenting to the Utility Easement and the Joinder and Consent to Utility Easement from SeaCoast National Bank joining and consenting to the Utility Easement; and providing and effective date.**

11. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from Antonio Reyes, for the purpose of granting the City an Easement over the property described therein, together with the Joinder and Consent to Utility Easment from J. Cecil Shumacker, III and Constance F. Shumacker joining and consenting to the Utility easement; and providing an effective**

date.

12. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from John W. Somerville and Lisa A. Somerville, for the purpose of granting the City an Easement over the property described therein; and providing an effective date.**

13. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from John R. Swisher and Heather Lynn Cloutier, for the purpose of granting the City an Easement over the property described therein; and providing an effective date.**

6. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:

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 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 1; and providing an effective date. (Swan Capital)**

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 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)**

3. **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)

4. **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 59.6 +/- acres from City of Leesburg Industrial to City of Leesburg Estate Residential, for a property generally located east of County Road 33 and north of Manor Oaks Court, lying in Section 22, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Cedar Creek LGCP)**

5. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 59.6 +/- acres from City of Leesburg M-1 (Industrial) to City of Leesburg PUD (Planned Unit Development) to allow a single-family residential development for a property generally located east of County Road 33 and north of Manor Oaks Court, lying in Section 22, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Cedar Creek PUD)**

6. **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).**

7. **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)**

8. **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)**

B. FIRST READING OF ORDINANCES

1. None

C. NON-ROUTINE ITEMS

1. None

7. INFORMATIONAL REPORTS:

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

A. Financial Reports as of September 2022

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.

***** Official Results *****

CERTIFICATE OF COUNTY CANVASSING BOARD
LAKE COUNTY

We, the undersigned, EMILY CURINGTON, County Court Judge, D. ALAN HAYS, Supervisor of Elections, JENNIFER HILL, BoCC Appointee, constituting the Board of County Canvassers in and for said County, do hereby certify that we met on the Eighteenth day of November, 2022 A.D., and proceeded publicly to canvass the votes given for the several offices and persons herein specified at the **Nonpartisan** held on the Eighth day of November, 2022 A.D., as shown by the returns on file in the office of the Supervisor of Elections. We do hereby certify from said returns as follows:

Retention of Justice Charles T. Canady of the Supreme Court

Yes	95,638 votes
No	44,888 votes

Retention of Justice John D. Couriel of the Supreme Court

Yes	96,568 votes
No	43,604 votes

Retention of Justice Jamie Grosshans of the Supreme Court

Yes	96,746 votes
No	43,239 votes

Retention of Justice Jorge Labarga of the Supreme Court

Yes	91,003 votes
No	48,367 votes

Retention of Justice Ricky Polston of the Supreme Court

Yes	89,373 votes
No	49,637 votes

Retention of Judge Jay Cohen of the Fifth District Court of Appeal

Yes	89,012 votes
No	48,943 votes

Retention of Judge James A. Edwards of the Fifth District Court of Appeal

Yes	100,047 votes
No	37,311 votes

Retention of Judge Brian D. Lambert of the Fifth District Court of Appeal

Yes	99,759 votes
No	38,100 votes

Retention of Judge Mary Nardella of the Fifth District Court of Appeal

Yes	96,511 votes
No	39,795 votes

Retention of Judge Dan Traver of the Fifth District Court of Appeal

Yes	96,134 votes
No	38,949 votes

Retention of Judge Carrie Ann Wozniak of the Fifth District Court of Appeal

Yes	96,000 votes
No	38,315 votes

For School Board, District 2, the whole number of votes cast was 132,416 of which

Tyler Brandeburg	received	76,275 votes
Jim Miller	received	56,141 votes

For Clermont City Council Seat 1, the whole number of votes cast was 14,515 of which

Michael Gonzalez	received	7,684 votes
Tod Howard	received	6,831 votes

For Clermont City Council Seat 3 (Mayor), the whole number of votes cast was 15,320 of which

Tim Murry	received	8,419 votes
Danielle "Dani" Page	received	6,901 votes

For Clermont City Council Seat 5, the whole number of votes cast was 14,627 of which

Chandra L. Myers	received	7,239 votes
Michele Barnard Pines	received	7,388 votes

For Eustis City Commissioner Seat 1, the whole number of votes cast was 6,432 of which

Gary Ashcraft	received	3,938 votes
Bruce Johnson	received	2,494 votes

For Groveland Council District 1 (Mayor), the whole number of votes cast was 6,449 of which

Mike Smith	received	2,849 votes
Evelyn A. Wilson	received	3,600 votes

For Groveland Council Member District 3, the whole number of votes cast was 1,599 of which

Barbara Gaines	received	911 votes
Tim Loucks	received	688 votes

For Groveland Council Member District 5, the whole number of votes cast was 1,121 of which

Dina Sweatt	received	593 votes
Randolph J. Waite Jr	received	528 votes

For Leesburg City Commissioner Seat 1, District 1, the whole number of votes cast was 898 of which

Allyson E. Berry	received	527 votes
Constance Poitier Christian	received	371 votes

For Leesburg City Commissioner Seat 2, District 2, the whole number of votes cast was 1,216 of which

Darel William Craine	received	375 votes
Alan Reisman	received	841 votes

For Mascotte City Council Seat 2, the whole number of votes cast was 1,243 of which

Meghan DeSoto	received	638 votes
Mandy Freeman	received	378 votes
Christopher Meeks	received	227 votes

For Mascotte City Council Seat 4, the whole number of votes cast was 1,236 of which

Brenda K. Brasher	received	537 votes
Jessica M. Bruno	received	699 votes

For Minneola Council Member Seat 4, the whole number of votes cast was 4,036 of which

Paul F. Giacalone	received	1,554 votes
Erick Joel Hernandez	received	2,482 votes

For Mount Dora City Council District 3, the whole number of votes cast was 1,047 of which

Dennis Patrick Dawson	received	552 votes
Mark Slaby	received	495 votes

For Tavares City Council Seat 1, the whole number of votes cast was 6,108 of which

Lou Buigas	received	2,980 votes
Bob Grenier	received	3,128 votes

For Tavares City Council Seat 3, the whole number of votes cast was 6,004 of which

Walter Price Sr	received	3,965 votes
James E. Sweezea	received	2,039 votes

For Arlington Ridge Community Development District, Seat 4, the whole number of votes cast was 1,410 of which

Stephen J. Braun	received	634 votes
Ted O. Kostich	received	776 votes

***** Official Results *****

CERTIFICATE OF COUNTY CANVASSING BOARD
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For Arlington Ridge Community Development District, Seat 5, the whole number of votes cast was 1,425 of which

Carol A. DiCicco	received	420 votes
Bob Hoover	received	1,005 votes

For Lake Soil and Water Conservation District, Group 1, the whole number of votes cast was 127,928 of which

Matthew Griffin	received	82,403 votes
Carlos Lugo	received	45,525 votes

We Certify that pursuant to Section 102.112, Florida Statutes, the canvassing board has compared the number of persons who voted with the number of ballots counted and that the certification includes all valid votes cast in the election.

COUNTY COURT JUDGE

SUPERVISOR OF ELECTIONS

BOCC APPOINTEE

www.lakevotes.gov

1898 E. Burleigh Blvd. * P.O. Box 457, Tavares, FL 32778 * P 352-343-9734 * F 352-343-3605 * E hays@lakevotes.gov

***** Official Results *****

CERTIFICATE OF COUNTY CANVASSING BOARD
LAKE COUNTY

We, the undersigned, EMILY CURINGTON, County Court Judge, D. ALAN HAYS, Supervisor of Elections, JENNIFER HILL, BoCC Appointee, constituting the Board of County Canvassers in and for said County, do hereby certify that we met on the Eighteenth day of November, 2022 A.D., and proceeded publicly to canvass the votes given for the Proposed Amendments to the Constitution of the State of Florida and Proposed Amendments to the Constitution of the State of Florida Referendums on the Eighth day of November, 2022 A.D. as shown by the returns on file in the office of the Supervisor of Elections. We do hereby certify from said returns as follows:

LEESBURG ORDINANCE 2022-43-1

Yes for Approval 6,069 votes
No for Rejection 1,688 votes

We Certify that pursuant to Section 102.112, Florida Statutes, the canvassing board has compared the number of persons who voted with the number of ballots counted and that the certification includes all valid votes cast in the election.

COUNTY COURT JUDGE

SUPERVISOR OF ELECTIONS

BOCC APPOINTEE

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***** Official Results *****

CERTIFICATE OF COUNTY CANVASSING BOARD
LAKE COUNTY

We, the undersigned, EMILY CURINGTON, County Court Judge, D. ALAN HAYS, Supervisor of Elections, JENNIFER HILL, BoCC Appointee, constituting the Board of County Canvassers in and for said County, do hereby certify that we met on the Eighteenth day of November, 2022 A.D., and proceeded publicly to canvass the votes given for the Proposed Amendments to the Constitution of the State of Florida and Proposed Amendments to the Constitution of the State of Florida Referendums on the Eighth day of November, 2022 A.D. as shown by the returns on file in the office of the Supervisor of Elections. We do hereby certify from said returns as follows:

LEESBURG ORDINANCE 2022-43-2

Yes for Approval 5,201 votes
No for Rejection 2,573 votes

We Certify that pursuant to Section 102.112, Florida Statutes, the canvassing board has compared the number of persons who voted with the number of ballots counted and that the certification includes all valid votes cast in the election.

COUNTY COURT JUDGE

SUPERVISOR OF ELECTIONS

BOCC APPOINTEE

AGENDA MINUTES
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, NOVEMBER 14, 2022 5:30 PM

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting on Monday, November 14, 2022, at Leesburg City Hall. Mayor Pederson called the meeting to order at 5:31 p.m. with the following members present:

Commissioner Jimmy Burry
Commissioner Jay Connell
Commissioner Dan Robuck (5:34 p.m.)
Mayor Mike Pederson

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

INVOCATION

Mayor Pederson 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. City Manager - South Leesburg Infrastructure Development Plan Update

CM Minner stated the purpose of this discussion was to bring perspective to annexations. This presentation was not meant to persway anyone in their opinions of the issue. It was meant as an informational item to the commission, so he could obtain some direction. This is typically part of the process that the public does not see. The commission sees a lot of large-scale annexations, which are annexations larger than ten acres. When we annex property, we land-use it and rezone it. We call it painting the canvas. The next question is, does the property actually get developed? The history of most communities, the answer is, no. They do not get developed. Sometimes they do but, in Leesburg's case, they typically do not get developed. That leaves some things unanswered or some things that could be

modified when we adopt PUDs and different zoning classifications. Typically, the final plan shows how the lots will be and how the roads will be laid out within the development. When construction comes, there is always the question of impact fees, permits, and approvals. In Leesburg's case, over the last three to four years, we have had a number of major subdivisions come through that received feedback from the Board of County Commissioners. We also received a lot of feedback from the public. Most of the subdivisions we have approved were because of good planning techniques and laws that we have to follow that guide this body in development. Pretty much the southend of Leesburg is where most of the major annexations have been along US 27. Most of the developments that have come in for annexation have been to the south and southeast of the core of Leesburg and to the east of US 27. All annexations have been compact and contiguous. The annexations that this body does without the use of the ISBA agreement have to be compact and contiguous. As we start putting in the major subdivisions, such as, Whispering Hills, Hodges, and tonight, we will consider the Anthony Properties and Bar Key Groves. We also have Lakeco Properties and Lydon Nichols. All of these will connect along the US 27 corridor. Typically, these will sit until the planning and zoning or the building department see development. Once the PUDs are approved and the concept plan comes back for the final plan, that is when the planning and zoning department reviews it to make sure everything that the city commission put into the PUD agreement is occurring. That is when we will start to see signs that some of the larger-scale annexations may develop. It then triggers three things in the planning process; water, sewer, and roads. In this case, we also need to look at fire services. Most of the other services we have identified through the planning process take care of themselves. We have gas utilities in the area and the developers understand that they will be required to build off that trunk system. We have water systems in the area and we have a couple of capital projects approved for buying large amounts of water. That is taking care of itself and it is the mainline that comes down US 27. There are three lingering growth issues that need to be addressed. The plan is to address the issues with a recommendation from the staff level. He does not believe a formal adoption is needed. Just understand where the guidance is because they will go out to the developers because of the compactness and size of it. The city feels that we are now at the phase where we can start requesting, as the final plans come through and building permits are issued, that the three issues be addressed. First, the roads with connectivity, sanitary sewer collection, and the potential extraction of a few acres for a potential fire department should growth come. The need for fire services would be along South US 27. That was the easiest one to identify. There is a piece of property off Dewey Robbins Road just behind a commercial piece of property in the Lydon Nichols area. If we had our choice, that would be the best place to build it. It would be behind the commercial frontage adjacent to US 27. They could get across Dewey Robbins Road and it would allow access to the westside. They would be able to serve the area in the ISBA, so that would be great. They will go back to the developers with that information. They will have a meeting with all parties involved. They will give them a list of the things they want to see and one of them is the location of a fire department. With electric, this is not our electric territory, it is split between Duke and Seco. Duke and Seco have bands, but we have a franchise agreement in place. That will be an IOU issue for the development of a distribution system. The next infrastructure issue we have is the collection of sanitary sewer. We are in a good spot as far as sewer treatment where we are expanding the Turnpike Plant to 6 mgd and 6 mgd is going to serve about 90% of the capacity in this area. The rough house number is about sixty-five hundred units that have been approved and not built. At our pace, that expansion will serve this area for quite a while. The way the land is breaking down, by the time we hit 6 mgd we will actually see growth, and the need in the southwest area will be the next location for a wastewater treatment facility. Our biggest issue is getting the wastewater from the furthest point at Royal Highlands. We will need to upgrade the line from that point up to the Turnpike, which is a CIP. With the line and pattern, they have looked at it over the last three to four months, trying to figure out the best way to get wastewater to the Turnpike facility, which is off CR 470 and the Turnpike, that is where all the wastewater is going. That is where the plant expansion will happen. We have an existing main that comes out of that turnpike facility, which is twenty-four inches wide. There is plenty of capacity to pick up all the wastewater that comes out of the facility and take it up to the intersection of

CR 48 and CR 33 near downtown Okahumpka. That is the point where we need to get the wastewater to a bigger line. It would come up US 27, cut across the Duke easement, and up CR 33 where it would hit the Okahumpka intersection. The initial estimate would be plus or minus a couple million dollars, but the sewer interceptor would be around ten million dollars in capital improvement. That would be paid for by impact fees. We multiplied the potential houses by the impact fee number and we came up with a revenue stream of thirteen to fifteen million dollars. We may need to do some nip and tuck with the impact fees later, but he was comfortable with where we are at now. There are enough existing impact fee credits that they could shift costs to the developers. That is the number one thing we really want to talk about and this is the best way to collect wastewater in that corridor. We could do it a couple of different ways. The developers could potentially get impact fee credits from the city for building the improvement or we could do a pioneering agreement. The bottomline is, this is a development cost and it needs to be shifted to the developers. However, because of the scale and with the urgency that the developers seem to be expressing, we need to start figuring out how to hook this all together. As for roads, we received informal direction from the Board of County Commissioners. They have not formally voted on it, but they did send letters with feedback that included concerns about development on roads. He does not see that as a county road impact even with the major annexations, even with the ISBA territory. Back when we put together the ISBA areas with the other cities in Lake County, we were pretty much up against the eastern line and we are now pretty much filled in. With the developments approved, the roads that will be impacted in the area are CR 33 and CR 48. Dewey Robbins is in the middle and so is Bridges Road. The Bar-Key subdivision that we will talk about tonight will put its main entrance and line it up with Bridges Road. That is a good thing. What we would like to see is some interconnectivity with all the major subdivisions. That is something he would like to point out, as they make their final adjustments, the road network links bring traffic back to US 27. Yes, there would be impacts on Dewey Robbins and potentially Bridges Road with a new ingress/egress point, but with all of this development, we would have three primary points back out to US 27. It would be like a Windsong development. The Duke easement area, where you see the big giant transmission line when you drive down US 27, is the primary entrance to Whispering Hills and the secondary entrance is about halfway through where you will hit Dewey Robbins Road. We are also looking at an alignment with Bridges Road and the Bar-Key development if that gets approved, so the traffic would all come to US 27. When everyone does their studies, it will push traffic towards US 27. We may need some widening in the intersections with turn lanes and ingress/egress. Again, that would be a developer cost and that is something they have to mitigate as they go through their planning stages. The county ultimately reviews these and they provide feedback and that feedback is provided to the developers. For this purpose, we need a couple of acres for a fire station. We need to get all the developers on the same page about how we will collect the wastewater and what they need to do to help the city get that line built. We will ask them to align their interior roads in this manner, which really should not be a significant issue. They may have to nip and tuck a couple of lots, but overall, that is a road network that keeps traffic moving to US 27 and that is the road we want to impact. With the commission's approval, he would summon all the developers in the area to a meeting. They will beat this concept up and the plan would be to have everyone on board with wastewater, roads, and the property for a fire station. Lastly, with the market as we continue to go through these issues, the plan remains a good one. A lot of things have happened in the market lately with interest rates. We have seen a bit of a drop in the number of CO's. We do not know if that is an inclination that growth is slowing down. It could be circumstances that when we shift from one subdivision to the next, we do not know. These are things that we need to have in place. This is a reasonable plan to make sure the roads, sewer, and infrastructure items are taken care of.
Commissioner Robuck inquired if he still needed direction from the commission. **CM Minner** answered that with the silence from the commission, he took that as the go ahead to share the plan with the developers. **Commissioner Robuck** wanted to be sure everyone was okay with that. **CM Minner** added that the next phase is hopefully, before Christmas, they can have an initial meeting with the developers. It will take a while to get the notice out to hold a public meeting. **Commissioner Burry**

wanted to know if we ironed out the route. **CM Minner** replied that ninety percent of the route is ironed out. We want to go with what they call the Duke easement route. That is the big transmission line up US 27 and it weaves through a couple of different ways. The initial response from Duke, was not very friendly; they said no way. We have an existing twelve inch sewermain in that easement already and this is par for the course. There is one area where we can bypass a little of it. We have to do a little circle to avoid some Duke easement issues, but that is something that we have our engineers working on now. We anticipate some struggles, but at the end of the day that will be the direction. We looked at a number of other routes coming up CR 48. We went up Bridges Road to CR 33, but the Duke easement is the best way to get to the treatment plant. **Mayor Pederson** questioned why Duke would be concerned about going from twelve to twenty-four inches. **CM Minner** answered that there is a high voltage transmission line and electric providers are cautious of what we put in their right of way. They have a trust easement there. Their initial reaction was to be protective of their territory. We had to play the game, which is why they said no. We have to start throwing out the law and we have to work through it. **Commissioner Robuck** stated he would point out that a step ladder is within the spending authority of the city manager. If he needed to go a little higher, he did not need their permission. He could go about it.

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.

Terri Blessing, Blue Sink Road, stated she was directly affected by the infrastructure conversation. There is a problem with the county and a problem with the communication between the county and the City of Leesburg over the roads. She challenged everyone to come down CR 48, turn right on Number 2 Road and look at the McElyea development on the corner. She is waiting for an accident to happen. They have to fix the infrastructure before allowing all the developments because the people who live there have to drive there. Turning left from CR 48 on to US 27 has become an absolute nightmare. She travels from Bloomfield Avenue to CR 48 to US 27 every day to get to her employment. Whether she takes CR 33 or CR 470, it does not matter. She struggles with the commission addressing infrastructure based on impact fees without addressing it in advance. She understands money, but safety and trying to get into Leesburg to drop her twins off in the morning is an absolute nightmare with all the development. We do not have the infrastructure and the roads are a mess. She knows everyone has a meeting on December 6th with the county. She hopes and prays that the city stops acting like an island and will come together as a community. It is not the City of Leesburg versus Lake County, we are all impacted by this.

Darel Craine, Hollywood Heights, said at the last meeting there was discussion about fluoride being put in the water. He thought it was voted on to move forward. He wanted to know if they would be injecting that into all five of the city's water plants because they serve children that live in those areas. **CM Minner** responded that he does not know the answer to that, but what the commission did decide was to give him the authorization to start the preliminary design and construction and when the preliminary design and construction numbers come back we will have another public discussion on the matter. At that time he will be able to answer those questions. We will have some cost estimates and hopefully we can look at some grant monies. That will also give the community another opportunity to provide feedback regarding whether to use fluoride or not to use fluoride in the water. **Mr. Craine** asked if the projections would be based on the main plant or all the plants in Leesburg. **CM Minner** responded it would be at all the plants. They are working with Al Purvis, the Chief Plant Operator. He will work with the engineers to properly fluorinate the water if that is where we decide to go. He would estimate about three to four months before that plan comes back to the commission.

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.5 - Authorization 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
5.C.6 - Approving a Facade, Sign and Landscape grant for Faith World Church for sign improvements
5.C.7 - Approving a Facade, Sign and Landscape grant for Palace Partners, LLC., for sign improvements at 410 W. Main Street
5.C.8 - Approving a Downtown Building Redevelopment Grant to Palace Partners, LLC., for renovations at 410 W. Main Street

Commissioner Robuck moved to adopt the Consent Agenda except for **5.C.5, 5.C.6, 5.C.7, 5.C.8** and Commissioner Burry seconded the motion.

The roll call vote was:

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

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

A. CITY COMMISSION MEETING MINUTES:

1. Regular meeting held 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.

ADOPTED RESOLUTION 11,209

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.

ADOPTED RESOLUTION 11,210

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.

ADOPTED RESOLUTION 11,211

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.

ADOPTED RESOLUTION 11,212

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.

ADOPTED RESOLUTION 11,213

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.

ADOPTED RESOLUTION 11,214

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.

ADOPTED RESOLUTION 11,215

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.

ADOPTED RESOLUTION 11,216

Commissioner Burry 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 Burry asked the city manager to provide a quick update. As he understood, there was a small change to this item. **CM Minner** stated this item is a sale of the remaining five hundred and fifteen acres the city owns that used to be the 470 Property. In May of 2017, the city contemplated selling all of the property in the 470 area, which was plus or minus seventeen hundred acres. During that due-diligence, we made the determination that moving to The Villages style of development in that corridor of the community made the best economic development sense. It was a good deal for the city to expand the city's ad valorem base. We were creating economic development and active efforts through The Villages style of growth. It basically injected more of our service economy into the region. When we contemplated that sale, we were unable to sell all of the property, so the 470 line was the divider. We sold all the property north of CR 470, which was approximately twelve hundred acres. The Villages are developing pretty much all residential in that area. They will include some golf courses and some recreational features, but at the end of the day it is approximately a thirty-two hundred unit parcel that will add somewhere around seven to eight hundred million dollars of assessed value. In the next year, we could see the assessed value increase by forty percent. We were unable to sell the southern portion, which is five hundred and fifteen acres, due to the need for reuse. With reuse, there are two byproducts in the wastewater treatment process. One is reuse or clearwater that comes off wastewater and that is used for reuse purposes like irrigating your yard or golf course and, in our case, we sprayed a field application. Nobody got it because we did not have the infrastructure for reuse. The other component is sludge and

we changed the sludge disposal method, so that we would not land applicate sludge any further. In doing so, we determined that we were unable to sell the south side because there was a backup requirement for reuse. That was primary. Even in that regard, a utility cannot dispose of its reuse all the time for different reasons. In those time periods where you cannot get rid of your reuse through sale to customers for reuse purposes, you have to show DEPU that you have a backup plan. That backup plan comes into effect for us thirty days a year when we cannot get rid of the reuse. We retained the south side because we sprayed that field for reuse. Even at the secondary level, that was not typical. Typically, you use a RIB system. A RIB system is a system where there is a big sand mound where you spray or distribute water onto a sand hill. It then absorbs the water back into the ground through a filter process in the soil. It is more of a natural type of process. It is accelerated because of the materials that are used. That is typically seen as a backup. We endeavored when we could not sell the south side. We ultimately saw the south side as being developed and we saw it being developed by The Villages. The Villages asked us to put a covenant on the land to protect their original intent of the agreement and that was The Villages would ultimately get to purchase this for further development. We did not have an issue with that because we needed the property for spray. If we were now to develop the south side, we would have to find a way to get rid of our secondary reuse application. We would go from a sprayfield to open up the south side, kind of like we did on the north side. We would need to build a RIB. A RIB would be a challenge because the property to the west is Sumter County which is owned by The Villages, so it would not be in their financial interest to sell the city some nice sandy soil to build a RIB. We will have to move further south into the southwestern side of the ISBA where there is potential acreage. Based on calculations, we discussed with our engineering firm, Dewberry Engineering, who put a quick estimate together and there were a million questions to be answered. However, a fair and reasonable amount to build a RIB system is in the neighborhood of five million dollars. That number is made up of three components. One building, the RIB itself, is estimated at around one million dollars, because we need nine million gallons a day for backup. Number two would be the pipe to get to wherever the RIB field will be and then we need to purchase land. To purchase land, we figure the going rate is about twenty thousand an acre. We are looking at the need for two hundred and twelve acres of property all converted into a RIB. If you take that number and divide it by the sales acreage, we come up with about ninety-seven hundred dollars an acre. That is more than the last sale. But, beyond the sale value in this agreement, we have always looked at the property being more valuable to the city developed. While we will get a little south of what the market rate is for the property, we are dealing with a big sale of five hundred acres. We are still getting more value than we did when we sold it to The Villages in 2017, but now we will be getting the south side done. The Villages this time, due to different things about what they were trying to accomplish, did not specifically say what the development was going to be, as they did on the north side. Right out the gate last time they said they were going to do housing, but this time they left it open to different The Villages ventures, which could range from commercial, industrial, or even more residential. A residential use would return value to the city in the lowest form. The math on that is in the upwards of another two hundred and fifty million dollars in assessed value. The Villages home goes for about three hundred thousand dollars. After knocking off fifty grand for a homestead, we have two hundred and fifty thousand dollars for a house. That gives us a ballpark taxable value and then we multiply that by the millage rate. This property in its basic form will probably bring in another one point two million dollars annually in revenue to the city a year. That perpetual ad valorum number is what has real value for the city. All those things get thrown into the hopper and this would be phase two of the proposal. When we ventured out back in 2017, his recommendation was that we do the deal. Instead of it being a money exchange, we do not have to make the property valuable in terms of development. The Villages are proposing a quid pro quo. They will build a RIB system on the property that they have. They will pay for the extension and they will pay for the RIB. In the long term, we will pay for the maintenance. That maintenance on the RIB is cutting the grass. That is a reasonable return. That is a five million dollar investment that we do not have to make to open up the potential developability of the property. He recommends we make the agreement. It is a thirty-year deal and The Villages has thirty years to build the RIB system. They will

own the property right out of the gate, but they will lease it back to us. They will lease it back to us for thirty years at the cost of zero dollars. They are not permitted to develop the property pursuant to the agreement unless they build the RIB system that must be built first. At the end of thirty years, if the RIB system is not built, we are back to square one, which is renegotiating another contract, or reverting the property back to the city. The final thing that protects the city's interests is the taxable value. We have to build taxable value to make this work, so the clause in that agreement is seventy-five percent. Seventy-five percent of the five hundred and fifteen acres have to be taxable and that is an extremely reasonable number when you consider that the first thing The Villages will do when they exceed our capacity at the Turnpike Facility is build another one adjacent to ours, which will ultimately not be taxable, and then the roads. If we add in all the roads, that will not be taxable because they will be dedicated to the city. They are guaranteeing that seventy-five percent of the five hundred and fifteen acres is taxable and that is a reasonable calculation for the city. In the future we will have a good village-style taxable development. He had a couple of individual conversations with commissioners about concerns regarding odors, and the paragraph in the agreement that said, due to their development, it was incumbent upon the city to manage and control the odor, which was a concern to some of the commissioners. His perspective on the issue is that we are controlling our odor issues now. We have budget issues and it is clearly a city issue because it is our treatment plant. Our future expansions should mediate the odor, and our intent in the design of the expansion of the Turnpike is to put in more controls so that we do not perpetually do the stop cap measures. We expect that to be corrected. If our levels do not rise, taking the wastewater treatment plant to expedient immediate levels, we will have some time to adjust and manage the plant. Even at our growth rate, which is seventy units a month, that gives us plenty of time to do that. The only question would be whether it is our plant or their plant that is potentially stinky. However, he did not see it as a trip wire, but he understood everyone's concern. He went back to The Villages this afternoon and expressed that concern. They offered to withdraw paragraph twenty-seven in its entirety and that benefits the city.

Commissioner Connell questioned with the RIB how many acres are needed for that. **CM Minner** answered that he was unsure how many acres would be needed to build the RIB because his assumption was The Villages would use a RIB system for their wastewater treatment facilities as well as our wastewater facilities. He understands they will put it somewhere over by US 301. Of that facility, the requirement will be that the RIB has to reserve a capacity of nine million gallons a day for the city, so nine million gallons a day for the city is our two wastewater treatment plants. The turnpike built out at full capacity is 6 mgd and that is where we are headed. The turnpike is at 3 mgd, so that is how we came up with the nine. The question becomes, how much acreage does the city need for nine mgd and is the soil perfect? The answer to that is two hundred and twelve acres. It would be a minimum of two hundred and twelve for the city plus whatever The Villages need for their capacity. **Commissioner Connell** asked if we could put the RIB on the five hundred and fifteen acres and retain three hundred acres of that for resale further down the road for a higher purchase value? **CM Minner** answered no, because we do not want to put the RIB on the spray field property. We want to put the RIB in an area that is more rural. That way we can develop the property that is closer. Right now, we are using high potential development property for a spray field and that is bad use. We want to take that and move it somewhere else. We want to open up the development potential of the property. **Commissioner Robuck** added that because of Bug Spring and the Navy, we cannot put any industrial or maybe even commercial on that property because of the testing in Bug Springs. Residential housing is one of the few things that can go there.

The roll call vote was:

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

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

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.

DENIED RESOLUTION 11,217

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 stated he pulled this item because it is a nonprofit and nonprofit organizations should not be submitting FSL grant applications. It has nothing to do with Faith World Church or the project, but, these grants are funded by the CRA, with the idea that it increases the taxable value of the CRA to benefit the city. He has always felt that nonprofits should not be eligible for CRA grants because they do not pay taxes. He will be voting no on this and that is why. **Commissioner Connell** agreed. **Commissioner Burry** said he tends to agree with that also. It is something he had not really thought about and he was not aware of, but it does make good sense. **Mayor Pederson** remarked that he did bring up an excellent point. However, he is more sympathetic when it comes to churches, but he does understand and respects the comments.

The roll call vote was:

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

One yea, three nays, the Commission denied the resolution.

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.

TABLED RESOLUTION

Commissioner Robuck 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 pulled this item and 5.C.8 for the same reasons. He brought this up last year when they approved the redevelopment of the downtown area. He has a hard time going along with giving away this kind of money. It is not just the sign or the twenty thousand dollars they are asking for on this one. It is the two hundred and fifty thousand dollars that they are asking for with the redevelopment of the building and there are no strings attached. How can we just give them two hundred and fifty thousand dollars? They are doing the work, but they can just turn around and sell it. Then they will pocket the improvement money. He does not think that is right. Nobody he knows would just give this type of money away without no strings attached. They would have to own the property for some length of time. They would have to do something with the property. They would not just give it to someone who is going to flip the property and turn around and list it to pocket the City of Lesburg's two hundred and fifty thousand dollars. He is going to make back his money on the sale. He is having a hard time with this. He brought it up last year when the program was approved. **Mayor Pederson** mentioned he remembers the discussion and his position at that time, and it still is, is that he is putting almost seven hundred thousand dollars into the building. If someone is willing to put seven hundred thousand dollars into a building, he is willing to throw two hundred and fifty, which is the cap per property. We could put two fifty in and he would put in four hundred and fifty. That is a major investment in the downtown and he is okay with it. **Commissioner Burry** agreed with the mayor. He is for it because, for the city, the improvements made to the building are going to improve what we get out of it. Therefore, if this particular owner decides to sell for a profit, so be it. If he does that, someone else will pay the taxes and increase the revenues for the city on that building. **Commissioner Connell** stated he does not know of any other program where there are no strings attached to a lease. There is a length of time that you have to maintain ownership when you are using government money for improvements. Even the affordable housing program by Lake County has a string attached to it. Where they have to own it for seven and half to ten years. If they sell their home before that, they have to pay money back. He cannot believe we would just hand out a quarter of a million dollars with no strings attached. As soon as they get their CO, that building will be up for sale. **Mayor Pederson** said he respects those comments, but this grant started as an effort to encourage and boost the investments in the downtown. More specifically, they have to be multi-story buildings. We are encouraging more residential development in the upstairs. The issues have been with the electrical upgrades and water/sewer upgrades that have prohibited people from redeveloping buildings. It was thought that this was in the best interest of the downtown. **Commissioner Connell** remarked that he was not opposed to the program, he was opposed to not having any restrictions or regulations on the length of time for the building. We are opening up this program to developers, coming in and taking a quarter of a million dollars from the city. They will turn around and put a for-sale sign in the front window. Even though the building has been renovated, we will not have business in it. That building could sit on the market another year. **Mayor Pederson** said during this debate last year the issue was that someone had just revitalized a building in the downtown. That was how they were looking at it. **Commissioner Connell** stated he cannot look at it that way. **Commissioner Robuck** asked the city attorney about this particular item. There was a quote from his company and one from a competitor. He does not have a contract with them. Given the budget of his quote, he does not think they will use his company, but he does not know for certain. Would this be conflict? **CA Watson** responded it would be a

conflict being that his company has appeared on this item whether or not you have direct knowledge of the contract. **Commissioner Robuck** stated he would be abstaining from this item.

Terri Blessing, stated she works in a small community, so she understands the commissioner's concerns. However, she commends the City of Leesburg for trying to improve the look of the downtown. At the end of the day, there are business owners there and while this particular one may or may not put up a for-sale sign, we are beautifying the city, and that is the goal. We need to bring people to our city and it is very difficult to do when people do not have the money to beautify the buildings. She knows someone who used some of that money in the city and it really made a difference. At the end of the day, she does understand where the commissioner is coming from, but it is not the city's control to decide if they sell or not.

Commissioner Robuck asked, since he would not be voting and we need a majority of all four commissioners should this item be tabled to the next meeting because it will not pass. **CA Watson** replied that would be the responsible thing to do. That way, there would be a full commission to consider this item.

Commissioner Burry made a motion to table this item for the November 28th commission meeting and Commissioner Connell seconded the motion.

John Pletka, Damian Road, said he agreed with Commissioner Connell about the two hundred and fifty thousand dollars. We should not be giving it away. He understands and agrees with the lady that spoke about beautification. However, if the gentleman gets that money and decides to sell the property, why wouldn't the city put something in there saying if he sells within a year or a year and a half, the city gets half the money back? He will get a profit off that, guaranteed. There should be something in there because anyone could come in, fix it, get the money, and turn around and sell it. They will make their money back. There should be a clause in there with a time limit and after that time limit they can sell it. Then everyone is happy.

Ray Hayden, Dennis Road, stated his only concern was that SR 44 and US 27 both zip around the downtown area. He had to put a lot of consideration into this because a lot of cities and towns around Florida seem to have driven people away from the downtown areas. Downtown Leesburg is beautiful. He and his wife go down there and enjoy the neighborhood, but they have driven the general public around the city. They should be drawing people to it. It is a very nice downtown and they enjoy it very much. There are no guarantees that anybody will be successful in business, but there should be some sort of strings attached when they are asking for help with those funds.

Alexis Swarsky, Halloway Drive, said she comes downtown a lot. She wanted to know if there was a demonstrable need for this kind of upgrade. She did not know if there was a real need for retail space downtown. She comes down often enough so she sees empty spaces, so why not give the grants to non-existing retail space rather than to someone who will not commit to improving or bringing in new business. They may commit to improving the building, but not building a business. They will sell that building for a profit and that is a real waste of taxpayers' money. **Mayor Pederson** remarked that the basis of the grant when it was approved was to encourage redevelopment of the second and third floors. It was to encourage residential development. This applicant is doing three stories and he is doing residential work on the top floor. **Ms. Swarksy** asked if there was a need for businesses on the second or third floor. **Mayor Pederson** responded that the city is encouraging residential development on the upper levels. **Ms. Swarsky** inquired if there was any indication that people were interested in living on the second or third floors. **Mayor Pederson** replied if the buildings were rehabbed, he hoped so. Right now, they are not in good condition and that is the problem. We have way too many second and third floor buildings that need

renovation. **Ms. Swarsky** said she has driven through Leesburg's downtown at night and she would not want to live on the second or third floor. She would not want to come in at night or go out early in the morning. **Mayor Pederson** responded that the city sure hopes there are a lot of people that would want to live in the downtown area. **Ms. Swarsky** remarked that hopefully some people will if the city is willing to give them two hundred and fifty thousand dollars to fix it up. **Mayor Pederson** commented that there was a comparison between some grants. The home programs are more like ninety or ninety-five percent and this is almost a two to one match by the owner. That is the difference. **Ms. Swarsky** said maybe, but two hundred and fifty thousand dollars is still a lot of money. Even if the owner is willing to give two times the amount. **Mayor Pederson** said he respects her comments, but we are trying to encourage more investment in the downtown. We are trying to make our downtown better.

Laura Radcliff, Rum Run, commented that she works downtown and there is not enough parking in the downtown area. She understands they want to put in residential, which is fine, but there is not not enough parking downtown as it is. She works at Third and Market Street and she has a hard time parking every morning. **Mayor Pederson** replied that the city is currently working on that issue. The city set aside money during the last budget process, about two million dollars to go back into the downtown, but we were not sure how we were going to spend that money. He does not want to get ahead of himself, but he knows parking is one of the top three needs. **Ms. Radcliff** pointed out that there is only one handicap parking spot at Third and Market Street and it is usually taken. Her boss is handicapped, so most of the time she will park there and wait until her boss gets there and then move. She will go park in the parking garage and walk to work every morning. The three hour parking spots that are out front are always taken. They are taken all day, every day, by someone. Nobody ever comes to check on the cars parked in the three-hour parking spots. Nobody does anything about it. It does not help anybody who works right there. **Mayor Pederson** stated that we are trying to make our downtown better and we are making progress.

The roll call vote was:

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

Three yeas, no nays, one abstain, the Commission tabled the resolution.

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.

TABLED RESOLUTION

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 Connell seconded the motion.

Mayor Pederson requested comments from the Commission and the audience.

Commissioner Robuck said in this case Morton Construction is a customer of his, so he would need to

abstain.

Commissioner Connell stated he has all the same comments on this one.

Commissioner Burry made a motion to table this item for the November 28th meeting and Commissioner Connell seconded the motion.

The roll call vote was:

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

Three yeas, no nays, one abstain, the Commission tabled 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 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).

TABLED ORDINANCE

CM Minner stated the developers of the Anthony Properties, which are items 6.A.1, 6.A.2, and 6.A.3, are asking for this to be tabled. **PZD Miller** commented that the developers are asking for these items to be tabled for the next meeting on November 28th. There were some family issues that came up and they needed to run out. **CM Minner** stated we would need to open each item and officially table it for the next meeting. **CA Watson** pointed out that it would need to be made to a date certain.

Commissioner Robuck asked that items 6.A.1, 6.A.2, and 6.A.3, be introduced and read by title only. CC Purvis read the ordinances by title only.

Commissioner Robuck made a motion to table the ordinance for the November 28th meeting 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 Burry Yes
Commissioner Robuck Yes
Commissioner Connell Yes
Mayor Pederson Yes

Four yeas, no nays, the Commission tabled 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 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)**

TABLED ORDINANCE

Commissioner Robuck made a motion to table the ordinance for the November 28th meeting 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 Robuck Yes
Commissioner Connell Yes
Commissioner Burry Yes
Mayor Pederson Yes

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

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)**

TABLED ORDINANCE

Commissioner Robuck made a motion to table the ordinance for the November 28th meeting 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 Burry	Yes
Commissioner Robuck	Yes
Mayor Pederson	Yes

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

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)**

ADOPTED ORDINANCE 22-65

CA Watson asked for anyone who wished to provide testimony on any quasi-judicial agenda item, including the audience and city staff, to stand. He swore them all in.

Commissioner Robuck asked that items 6.A.4, 6.A.5 and 6.A.6 to be introduced and read by title only. CC Purvis read the ordinances by title only.

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

Mayor Pederson requested comments from the Commission and the audience.

PZD Miller stated this was the second reading for Bar-Key Groves. It is seven hundred and seventeen acres. It is located east of US 27, south of Dewey Robbins Road, and north of the Turnpike. The comp plan is from Lake County Rural transition, Lake County Rural, and Lake County Regional Office to City of Leesburg Estate Residential. The zoning request is from Lake County A (Agricultural) to City of Leesburg Planned Unit Development (PUD). Overall, the request is for a mixed-use residential, commercial, and institutional development. They are proposing seventeen hundred units in the development with one hundred and forty thousand square feet of commercial use plus twenty acres of institutional uses, which could include; government, schools, and medical type uses. There are three different lot sizes; forty-five, fifty, and seventy feet. The overall density is two-point-three-seven units per acre. There is a minimum requirement of thirty-five percent open space. There will be multiple uses within the PUD divided into different pods. There are design and architectural standards for all homes and commercial construction. It will include the usual darksky lighting requirements, gutters are required for all housing with five feet or less of setback, and additional parking at the end of lots in some cases. There is a twenty-five foot buffer around the entire property. Trees in every yard, wetland protection and irrigation controls. We will not have St. Augustine grass. It will be zoysia or Bermuda, something like

that. There will be twelve acres of recreational areas. The applicant met with surrounding property owners and they are requesting some buffer changes which will benefit the surrounding residents. Under the PUD there is some revised wording they would like to request with regards to directing stormwater away from the foundation of the homes. They are also requiring rain gutters on all primary structures, meaning the houses on lots with a side setback of five feet or less. All houses with a hiproof should have gutters and houses with any other style of roof other than a hiproof would have to have gutters required on the sides. That would be under Section 4.D.1. They would like that revised to ensure the drainage works as designed. Under Section 12.i, staff is requesting that the multi-use trail, which is shown on the concept plan in exhibit C, be considered an appropriate fulfillment of the golf cart requirement. It is a multi-use trail that will have golf carts, bikes, and pedestrians. City staff feels it would satisfy that requirement and we have copies of the changes if the commission would like to see them. **Commissioner Robuck** stated that the golf cart trail has come up in different developments. Is there language there that would require separation, so that it is not just a golf cart path. He would like it to allow people to walk on it safely. Do we have that language there? **PZD Miller** replied that he does not believe there is language of that there, but we could require them to put a strip in the path. **Commissioner Robuck** stated he wants to make sure there is enough room for both the golf carts and a separate section on the same strip of asphalt that is marked separately for pedestrians and bicycles. **PZD Miller** replied that he does not see a problem with that.

Harriett Scales, Southeast Sunset Harbor Road, Weirsdale, said she was there representing the Scales family and the Bar-Key property. The Scales family purchased the Bar-Key property in order to raise citrus. They did that for many years. They also had a packaging house where they shipped citrus from. Unfortunately, after multiple freezes back to back and then canker and greening of citrus trees, the citrus industry is not a viable industry anymore. The Scales family decided that they would consider selling that property after being approached by many developers. They did their research and they decided to sell the property to NVR, which is the fourth largest developer in the United States. They wanted to make sure that the development would go through. That it would not be started and then stopped. They wanted to make sure it would be something that everyone surrounding the property would be happy with. They wanted to let everyone know they did their research. They wanted to make sure it was going to be something that would be pleasing to everyone.

Cindy Terrapani, Terapani Planning Strategies, stated as Ms. Scales indicated the Bar-Key Groves site has been owned by the Scales family for decades. They did a lot of investigation before deciding to sell the property to NVR. With her tonight is the project team; Sean Culvan from NVR, Tom Daley, the project landscape architect and designer, Dewayne Booth, the project engineer and John MeClos with BioTech Consulting. He is an environmentalist. Ryan Homes (NVR) was founded in 1948. It is now the fourth largest builder in the United States. It operates in fourteen states. The reason this is important, not only to the Scales family, but to the City of Leesburg, is that this company is financially capable of developing a community of this size without leaving the city hanging with parts of it undone. These are the many reasons they selected NVR. They are hoping that the commission will select NVR as well. At the last meeting, it was suggested that they meet with the neighbors. That was organized by Debra Shelley. She shared the names of other residents who wanted to meet and they held a virtual meeting on October 5th with the entire NVR team. At that meeting, Tom Daley, the landscape architect, presented the project. He walked through the entire project and the concept plan with the neighbors. He explained the different components and they opened the floor to the residents for comments and questions. They prepared a summary of that meeting listing the residents' questions and comments along with responses. That was provided to the city and she brought copies with her. They also provided a copy of the summary to the residents who attended that meeting. Based on that neighborhood meeting, they are proposing to make some changes to the buffer along Dewey Robbins Road along the north property line. They appreciated the opportunity to meet with the residents. They hope that the residents view the revised

buffer as an improvement to the development. The site does have frontage along US 27 and the only other road frontage is on Dewey Robbins Road along the north. The site is seven hundred and seventeen acres. They are anchored by the Florida Turnpike at the southern edge of the property. This is at the south end of Leesburg. It is urbanizing with residential development and mixed use projects due to the excellent transportation network, the availability of utilities and the new hospital in the vicinity. The Bar-Key site is located within the City of Leesburg service area as confirmed in the ISBA. They are adjacent on two sides for annexations and they meet that requirement. Of the seven hundred and seventeen acre site, about seventy-four percent of that is uplands. They do have wetlands on the site of about one hundred and eighty-six acres. They do not intend any major impacts on the wetlands, but there will be minor impacts on road construction. They are requesting three applications; the voluntary annexation, the comp plan amendment, and a rezoning to a PUD. The estate residential plan category is appropriate for this site because there are other projects in the vicinity that are designated that same category. Hodges to the north, Lakeco to the west and the Anthony project, which was just discussed, but no action was taken. That project is also requesting the estate residential category. Along the Turnpike, the Lydon Nicholson project has been designated with a higher planned category and its frontage is on US 27. They have low density residential areas at eight units an acre with general commercial areas. The staff report in their application has identified a variety of different comp plan policies which they are consistent with. Most importantly, is the PUD master plan and the importance of the PUD master plan because what you see is what you get. They are not allowed to deviate from the master plan without another approval by the city commission. They are committed to this and they have the assurance that nothing can change in the project unless it comes back through the public hearing system. They met with city staff on several occasions and they have listened to the comments. They revised the plan in response to those comments. This is a mixed-use community. It is not a subdivision. They have three different styles of development; single-family, detached homes, villas and townhouses. They will have two different sizes of lots in the single-family and detached homes. All the residential areas are organized into villages. They have forty-five and fifty-foot lots. As staff requested, the project will be developed in three phases. The first phase will be the western portion, which includes the commercial site. It is important to note that in every single phase all three types of residential development will be included. There are five hundred and eighty-five homes within the development. The stormwater management that is required for each phase, including the roads and the loop road, will be constructed with each phase. Phase two has about five hundred and sixty units. That is the northern section along Dewey Robbins Road. Again, all three residential types are within this community, along with pocket parks. The stormwater and the road system for this phase will be constructed. Last, is phase three in the eastern and southern portion. It has five hundred and fifty-five units. The stormwater, roads and infrastructure for this phase will be constructed. She provided slides showing eleven different elevations of the NVR homes. It did not include all the homes, but it gave a variety of homes that would be built in the community. The forty-five-foot lots would have both single and two-story homes. They will range in size from fifteen hundred square feet to twenty-four hundred square feet. The fifty-foot lots will be single-family detached homes. They will have one and two-story homes ranging in size from fifteen hundred and fifty square feet to twenty-eight hundred square feet. With the paired villas, there would be two units in the building and the townhomes would be a maximum of six homes in each building. They had a lot of discussions with staff relating to parking. Specifically for the townhomes in the forty-five foot lots. The landscape architect came up with an ingenious idea to add onstreet parking that would be marked and noted as onstreet parking. In addition to the parking space in the garages and driveways, there will be fourteen additional spaces indicated on the local streets to allow for overflow parking. So, if someone has a party, there will be additional parking available on the streets. This is included in the master plan, and they will be bound by that. With the entrance road, there was mention from the city manager about the entrance road aligning with Bridges Road and that is exactly what they proposed. They do have a conceptual agreement from Lydon Nicholson to sell them a small piece of property on the southern edge and northern edge so their entrance road can align directly with Bridges Road. The entrance road will serve the commercial

area. It would extend further east to all the residential areas. The commercial site is twenty-six and a half acres. It is large enough to handle a grocery anchored shopping center with some outparcels. It would be self sufficient in terms of parking, stormwater, and landscaping. A really nice feature that was included in the project was an institutional/school site, which is twenty acres. It is located on the southern edge of the property. It does have its own access via a separate road. The idea is that it could be a public school, private school or charter school. It could allow for any of those opportunities. It could also be used for a church, a synagogue or even open space. Another important feature of the site that emphasizes connectivity is the interior loop road. It allows all the residents to come through the project, they can access the commercial areas without having to go out on to US 27 or Dewey Robbins Road. For example, if you were home on a Saturday and you wanted to go out to dinner or the grocery store, you could access it through the loop road to achieve your destination to the commercial site. Also, on the interior loop road is a multi-use trail. That will be a twelve-foot trail and it will accommodate the commission's request to have a line dividing golf carts from pedestrians. They will make it obvious for pedestrians and bikers to be on one side and golf carts to be on the other. Again, that loop road goes throughout the entire site. It connects from the main entrance of US 27 to Dewey Robbins Road in every single village. The comprehensive plan and transportation element requires secondary access if there are more than one hundred units. This development clearly shows that there will be more than one hundred units in this proposed development. The only other road they front is Dewey Robbins Road. The entry would be a boulevard style entrance with an entrance feature. They would have landscaping in the median. They did meet with the neighbors and they are proposing the following improvements to the buffer along Dewey Robbins Road. They propose increasing the tree canopy requirement from a two inch caliper to a three inch caliper. They propose that the ornamental trees in the PUD conditions today as drafted are optional and not required. They are proposing that it requires trees within the buffer. They are committing that all trees planted in the buffer be native trees. That is not addressed in the conditions currently, but they would commit to that. Finally, they would have an earth and berm along the frontage with an average height of three feet. They will build up that area for additional sound and noise buffering, landscaping and view buffering. In addition to the landscaping that would be placed within the buffer. They have copies of the conditions that they would like to have revised. It is condition 9.i. She would like to include it to make sure the city had the exact language they were requesting. This project will have a community amenity center with a club house and other recreational activities on five acres. It will be built in the first phase. It would be located right on Mulehead Lake. In addition to the large amenity center that will serve the entire project, every residential village will have a pocket park. It would be a park that you could walk to from your home. It would allow for outdoor activities with your children. As Ms. Scales described the Bar-Key site is no longer viable for citrus. It has not been for some time due to the changes in the citrus industry. The Scales family selected NVR as the most competent developer to build this community. They wanted to be proud of this project. The PUD has been designed to create a vibrant, active new community with a variety of housing styles to attract a variety of residents. The interior loop road and the multi-use trail will provide easy access between the villages and shopping center without having to go out on the local roads. The recreational facilities will be created onsite and they will have a lakefront amenity center. There will be pocket parks within every village and a multi-use path that traverses the entire development. The city has confirmed there is a capacity to serve Bar-Key with public utilities and the services are available. They look forward to working with the city. The Bar-Key PUD exceeds the maximum for all requirements, which includes open space and recreational areas. They are protecting all the wetlands on site except for minor impacts due to roads and they will certainly comply with all the city's engineering requirements, especially stormwater management requirements. They agree with the planning and zoning directors' revisions to the two changes that were talked about earlier tonight in 4.D.2 and 12.i. They request consideration of the improvements to the buffer, which is condition 9.i. The Bar-Key PUD has met or exceeded all the city requirements. They believe it is a great project and a great addition to the community. **Commissioner Connell** questioned the institution/school. How would you access that piece of property? **Ms. Tarapani** answered Best Orchid Lane. **Commissioner**

Robuck said he had the same question because when he pulled it up on Google maps it was a gravel road. Would they improve that road out to US 27? **Ms. Tarapani** responded that they did not have access to US 27. **Commissioner Robuck** said Best Orchid Lane goes out to US 27. If they put up a fire station, that is where they would have to get out and the current road conditions do not allow for that. **Ms. Tarapani** answered that they do not plan to develop that road. It will be up to whoever uses the property. Just like any project, the developer would build that phase of it. NVR would not be developing that particular section of the property. **Commissioner Connell** asked if they were giving this property to the city? **Ms. Tarapani** said they would talk to the city if they were interested. They told the school board about it as a possibility because they knew they were interested in schools, but they did not seem interested at the time. They are still showing it in their master plan as a proposed use for a school site or church. **Commissioner Connell** questioned if that property would be sold or if they were giving it away? **Ms. Tarapani** answered the school board had several options from what she understood. However, if they were interested in it there may be impact fee credits or something. With regard to the city, they had not contemplated that. If this was something the city was interested in for a fire station, she was sure her client would be happy to discuss it. **Commissioner Connell** asked about the intersection at Dewey Robbins Road. Had there been any preliminary designs about what would be done at that intersection? Will there be any traffic control devices or deceleration lanes? **Ms. Tarapani** responded they are aware that they need that approved by Lake County. They submitted a methodology proposal to them, but they have not received final comments yet. They do not know what final requirements will be with regards to traffic. If the county says they need deceleration lanes, they will certainly do that. However, they have not heard back yet from the county about what that study will require. **Commissioner Robuck** wanted to know what price break they provided the school board? **Ms. Tarapani** answered that they did not get that far into the conversation. They showed it to them and gave them the master plan showing where the site was located. They asked if they were interested and they basically said no thank you. They are still open to it because they are still showing it on the master plan as a school site. They explained it to them even though they were not particularly interested. They said they had various methods to work things out with a developer. Whether they purchase a site out right or give impact fee credits, they have a variety of methods. However, they did not seem interested at the time. It had been a few months since they had that conversation, but they did not go back and change the site to residential. They still think it is a school site and the county may want it at some point. It could be a charter or private school. They are leaving it on the master plan for that reason. **Commissioner Robuck** stated that to him, it looked like a fire station. **Commissioner Connell** inquired if it was a right of way or an easement that led to this property? **Ms. Tarapani** replied that she had not seen a survey, so she could not say for sure. **Commissioner Connell** said, regardless if it was one or the other, do you know how wide it is? **Ms. Tarapani** replied she did not, but she could ask the engineer. **Commissioner Connell** wanted to clarify that the road came out to US 27. **Ms. Tarapani** replied yes, it also goes east to another road.

Deborah Shelley, East Dewey Robbins Road, Howey in the Hills, stated she was there on behalf of the citizens for the preservation of rural areas and the citizens who live in the Yalaha, Lake Apopka rural protection area. They have over eighty families in their group. They are all large lots and range from five, ten, and twenty acre lots. They have families on forty acres. Everyone, of course, is interested in a rural lifestyle. They have families with horses and timber. Some have small businesses and small orange groves. She appreciates the applicant meeting with them and making some concessions with the buffers. They understand the desire of the City of Leesburg to grow the city limits along the US 27 corridor, but they ask that, as they have projects going further east into the rural protection area, that they consider the rural protection area and the residents that live there. They ask that the city recognize the nature of the rural protection area and the environmental value that the rural landscape provides in terms of open space, water recharge, and wildlife habitat. They submitted several letters over the past few months detailing the Leesburg comprehensive plan policies that could be considered and if the city wanted to have policies dealing with the rural protection area. There is only a small area of this project that is in the

rural protection area and they asked the applicant to remove the townhomes from the rural protection area to reduce the density in the rural protection area. That is one of their main concerns. They would like to see a reduced density in the rural protection area. They asked for a wider buffer and it was her understanding that the buffer was still twenty-five feet. It would be nice if the project had wider buffers, so it would appear to be more compatible with the surrounding landscape. The county commission submitted a letter last week that mentioned concerns about the density and intensity of development in this primary rural area. They mentioned concerns about the transportation safety of the residents. With the proposal before the commission and other proposals in the area, we are going to have over five thousand homes with access to US 27 and the Dewey Robbins Road area. Please consider the accumulative effects of this type of development in this area. Please consider the comprehensive plan policies for the rural protection area and the additional buffers. Please require that the townhomes be removed from the rural protection area.

Alexis Swarsky, Halloway Drive, questioned the development because it was unclear. How many egress/ingress locations will they have for seventeen hundred homes? **Mayor Pederson** answered two. **Ms. Swarsky** said she is in a development that has inadequate egress/ingress. She is concerned about the poor people trying to get in and out of that development. What was the anticipated range in cost of these homes? **Ms. Tarapani** responded that it would start from a high of two hundred thousand and it would go up to four hundred thousand. We have to keep in mind how everything is changing in the market with regard to building supplies. That is just a very generalized number.

Terri Blessing, Bluesink Road, said she is struggling with this development. The Whispering Hills development had a traffic consultant that stood in front of the commission and they worked very hard with the residents. They said one of the reasons they moved their entrance to US 27 was because Dewey Robbins Road and Number 2 Road could not handle the volume of homes. Yet we are back in the same boat. She asked that the commission table this item and not vote on this item until they can fix the traffic in the area. We need to come together with the Lake County Commissioners to figure out the traffic because it is really bad. She would hate to see what happened on Micro Racetrack Road, happen here. People are going to come out of this development, they are going to go east, they will go west to Bridges and cross on US 27. Anybody that is trying to get to the northend of Lake County will go east, they are going to take a right and go. They will take a left on Turkey Lake Road and a right on Number 2 Road. They may travel all the way down Dewey Robbins Road to US 19, which is almost worse than Number 2 Road. She hoped the commission would look at the group as a whole. She would love for everyone to sit down with the developers, to come together about the whole traffic issue before voting for another annexation that may make the area worse. With the townhomes, they asked for them to be removed, but they did not get removed. All they got was a buffer. She was part of that meeting. She did not know if everyone was looking at the same research, because people want half acre to one acre lots. She cannot understand why these large developments like Whispering Hills are fanning out their developments around the agricultural residents. There needs to be transition. She feels totally failed and ignored. The comprehensive plan calls for transitional space and there is none.

Charles Weitzel, Treasure Island Road, said he was a new resident in this wonderful community, but he was appalled at the high density that he was hearing. It is going to adversely affect the whole community. Please vote against this.

Ms. Tarapani said the site is in the county today. If it was annexed, it would be in the city. It would not be in the rural protection area. There are two very small areas of the site that are in the county's rural protection area on the far east side. The neighbors asked them to move the townhomes and villa areas to other areas of the project. There were several concerns about that. Looking at that northeast corner, it is immediately adjacent to the Anthony project. They are proposing to develop fifty-foot lots. That would

be a similar residential size and scale if that adjacent project is approved. They carefully calibrated the phases of the project, so that every project was relatively equal. They are not exact, but they are relatively equal and similar to the number of styles within each project. That was so we could have all the styles available when residents come to purchase a piece of property. It sounds easy to just move it and flip it somewhere else, but it is not. There was no where to move it. There are only three townhouse areas. One is near the commercial area, another is on the west side and the other is on the east side. The eastern edge of the townhouse area will have stormwater management, which will help to buffer that area, but does that really matter when you have a project that is only two and a half units an acre? The overall density of the project is two and a half units an acre. It is not high density by stretch of the imagination. Quite frankly, this project, at two and half units an acre, is less than some of the existing Leesburg communities. The traditional neighborhoods are usually from four and a half to five units an acre. She was not saying one is good and one is not. She was just saying in the city you want a mix of land uses. They asked for a playing category that allowed four units an acre and they are developing in two and a half. They are committed to that through the master plan should this be approved. They cannot add units, nor can they change the plan. They cannot take out the loop road or change any major components without coming back to the commission. There has been a lot of conversation about Dewey Robbins Road. Dewey Robbins Road is a public road. It is a county road. They have submitted their traffic methodology to the county to work through the traffic improvements and that is what they are required to do. Dewey Robbins Road is the secondary access and people coming home will most likely come off US 27. They will come through the commercial development to pick up dinner and then continue on home. Dewey Robbins Road is a secondary access. There will be another developer they will work with. They may have to install a traffic light at Dewey Robbins Road and US 27. Those may be requirements they have to make for the county roads. They will do what the county requires them to do.

The roll call vote was:

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

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

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)

ADOPTED ORDINANCE 22-66

Commissioner Robuck made a motion to adopt the ordinance and Commissioner Connell 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 Burry Yes
Mayor Pederson Yes

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

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)**

ADOPTED ORDINANCE 22-67

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

Mayor Pederson requested comments from the Commission and the audience.

Commissioner Robuck made a motion to amend the landscaping and buffering conditions and 9.i, along with amending the gutter requirements as presented by staff and to delineate the golf cart and pedestrian trail as presented by the developer and distributed to the commission, and Commissioner Connell seconded the motion.

The roll call vote on the amendment was:
Commissioner Connell Yes
Commissioner Burry Yes
Commissioner Robuck Yes
Mayor Pederson Yes

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

The roll call vote was:
Commissioner Burry Yes
Commissioner Robuck Yes
Commissioner Connell Yes
Mayor Pederson Yes

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

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)

DENIED ORDINANCE 22-68

Commissioner Robuck introduced 6.A.7, 6.A.8 and 6.A.9 to be read by title only. CC Purvis read the ordinances by title only.

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

Mayor Pederson requested comments from the Commission and the audience.

PZD Miller stated this is the Treasure Trove project. As background, the annexation is for fifty-five plus or minus acres. The future land use amendment would be from Lake County Rural Transition to City of Leesburg Estate Residential. The current zoning is Lake County Agriculture and the applicant is requesting City of Leesburg Planned Unit Development (PUD). The property is generally located west of CR 44 and east of Treasure Island Avenue. The proposal is for one hundred and fifty-five units. The lots are from fifty to sixty-feet in width at two-point-eight units per acre. The general PUD standard is thirty-five percent open space, single-family use only. Design standards are for darksky lighting, gutters on houses smaller than sixty feet wide, landscape and buffers to be twenty-five feet around the entire property. Trees in each yard, wetland protection, irrigation controls for the use of Bermuda or zoysia grass. Areas of recreation are required and there is a site plan in the PowerPoint along with some facades of the homes. Mr. Jerome Henin was in attendance to answer any questions. **Commissioner Robuck** stated we talked about changing the primary access to CR 44 from East Treasure Island Road. Would that be gated emergency access only and was that incorporated? **PZD Miller** said he believes it was incorporated, but he would have to go back and double check. The intent in the original PUD was for it to be emergency access only. **Commissioner Robuck** stated that was not really clear.

Jerome Henin, of Henin Group, stated he was there with the engineer and traffic consultant. They used Ray Consulting for environmental services. If there were any questions, they would be happy to answer them. There were discussions concerning emergency access and traffic. He stated that would impact about eleven cars per day. They also discussed additional buffers. **Commissioner Burry** said in the minutes from the last meeting on this issue and the wetlands, it says that there are thirteen-point-eight-eight acres that you will not touch and there are point-eighty-three acres that will be removed. When looking at the current diagram in the PUD, there is another one-point-seven-eight acres that you are removing. **Mr. Henin** responded that they organized a neighborhood meeting about three weeks ago. They had about thirty-five to forty individuals. They went through different comments relating to the impacts of the wetlands, traffic, and access. As far as the total site, they have fifty-five acres and they are impacting two locations. One is point eighty-three acres and the other is one point seventy-eight acres. It is a total of two sixty-one. With one point seventy-eight acres, this is just the beginning of a very long process with the wetlands. He was not one hundred percent sure of the impact of the one point seven-eight acres. They have to make the determination about the geotech revisions and the muck. They have to look at all those things to make sure it is even possible to remove them. The engineer could explain it further, because during the process, especially with water, geotech will make the determination at some

point relating to the results if this will be an impact or not. They preserved thirteen-point-eight acres of wetlands. **Commissioner Burry** said about the point-eight-three acres that you will impact in the corner. What happens to the neighbour's property when you impact that? **Mr. Henin** stated the engineer would have to answer that question, but generally speaking, when they have a situation like that, just like any other development, they are responsible for every bit of water that is on their site. They are responsible for not creating any impact on their site. Therefore, everything they have going into that site and everything that they create, in addition to today's impact, has to be incorporated into the calculations. They need to collect, treat, and filter the water. They cannot create impacts outside of the site or they would not be permitted through the engineering environmental process. **Commissioner Connell** questioned if they closed off access to Treasure Island Avenue and left that as emergency access only. You would only have one entrance and exit into the subdivision. **Mr. Henin** replied that they would have a major main entrance with all the traffic requirements. That would include access, deceleration lanes and left and right turn lanes. Accordingly, there have been some discussions, but they are still in the preliminary discussions with Lake County. That would be handled by Lake County. With the buffer, they had procured an additional seventeen feet. They may have to give additional buffers as required by the county. With traffic, the engineers did a full traffic study and that was given to the county back in May or June and they received no comments. They did have further discussions with the county, but today, they are hopeful to start the permitting process. They will have to go through the requirements and there will be more details. The discussion was about the Treasure Island impact, so there would be emergency access. That would be closed and there may be additional requirements where they have to pave it, but that would be determined later. **Commissioner Connell** asked if there had been discussions about a traffic light? **Mr. Henin** responded, according to traffic studies, a traffic light was not warranted. The crash impacts were looked at over the last seven years and there was one impact. When we talk about traffic, it is based on studies, it is based on the existing numbers and the impact that the subdivision would create. They discussed incorporating at some point an improvement of the connection between Treasure Island Avenue and CR 44 to create a better vision. That was discussed at very preliminary levels. They may lose a lot, but it will create more buffers and a ninety degree angle. There will be a better view for turning. There will be further discussions and requirements. They have the space to do this and they will accommodate for it as part of the process. However, the traffic impact study did not warrant it. It does not seem to be what the neighbors want. What he heard from the traffic consultant was that it would not help. It would improve the angle, the visibility and curb. There would be a lot of improvement that would come from the subdivision. They would contribute to improving the traffic. The same thing with CR 44. It would create additional buffers that the county is not ready to use. Down the road they would have access to them. He believes this has a very positive impact on the general area with traffic. **Commissioner Burry** stated he was a bit confused because he thought we said East Treasure Island was going to be emergency access only. Now you are saying you are going to improve the access to East Treasure Island where it meets CR 44. **Mr. Henin** responded this was all part of the preliminary discussions that they had. They are willing to do what is best because it is adjacent to their site. What he has already committed to is the improvement and to give access and space necessary during the design of the roads, so the angles are improved. It will contribute to the improvement of the connectivity to CR 44. Right now, there is a preference to create a ninety degree angle for visibility. When they first looked at that as part of the negotiations during the permitting process, it was to remove a portion of the corner. That way, they could create better connectivity and space. Along the property they will do the improvements necessary. They will design some curbs and put in additional right of way. That is all part of what the county will require them to do. **Commissioner Burry** stated he was curious because at one point he said one thing and now it is something else. How does the mitigation work for this? If they bury this, do they have to provide wetlands somewhere else? **Gary Beverly** of Civil Design Solutions stated he was not an environmentalist, but normally they would come out to assess the wetlands and the classifications. Based on that classification, it would be awarded a scale factor. If the wetlands are impacted, offsite mitigation would have to take place. Essentially, they would buy wetlands at a bank, a

wetland bank and that it is mitigated for. That is the normal process with the district. **Mr. Henin** said it was accounted for in the calculations for stormwater treatment and storage. This is a very long process and it is done this way for every project. When it comes to the classifications, they do not impact wetlands of significant value. Those times are long over. That determination is made by St. Johns Water Management District. **Mayor Pederson** commented that what they were referring to are the wetland areas that adjoin neighboring property owners. **Commissioner Burry** said that was one of his questions. What happens to the other person's property if you were to take twenty-five percent of a pond out and fill it in? All that water has to go somewhere, so where does it go? **Mr. Beverly** responded to the stormwater systems. They have calculations for the stormwater system and onsite. They have to mitigate for any compensating storage that will be impacted. If they were to fill an area, they have to make sure that they have enough storage in the pond for that, plus the stormwater ponds. The calculations are for normal storms, so the stormwater pond can treat the water in the detention system. **Mr. Henin** added that the calculations have to take under consideration what is existing and what they add as an impact when creating and building a subdivision. That is part of the control process. It is permitted by the St. Johns Water Management District. They would not allow them to do something that they could not compensate for. They cannot create an impact adjacent to other properties. **Commissioner Robuck** said he understands the retention and mitigation part of this. He thinks if it were done well there would be less flooding on adjacent properties because right now there is nothing to catch the water except for the wetlands. However, we have also seen issues in the city where it has been done poorly and we are not the St. Johns, so we do not have a say on how to build a retention pond one way or another. That is completely up to them. We ran into an issue in Arlington Ridge where they did not build a berm and there was an argument over that. **Mayor Pederson** stated they created the berm after the development was approved. **Commissioner Robuck** continued to say that they said we did not do a good job inspecting that project and we ended up having to pay for that. So, his question is, does St. Johns require you to build it a certain way and at what point does the city have the authority to sign off on it saying it was built to the standards of St. Johns? Do we even have any authority to do that? **PZD Miller** responded that the engineer has to submit all the calculations to the city. The city sends them to St. Johns and DEP for review. If the developer is going to impact the wetlands, as a general statement for all developments, if you want to fill one acre of wetlands, it is extremely expensive and St. Johns will make you create one either onsite or offsite. At least one new and up to ten new acres of wetlands if you want to fill in one. The engineering has to be designed in all these developments, so if a tablespoon of water goes on the property from rain you have to maintain it. That has to stay on your property. It cannot impact the neighboring properties. If there is a wetland that crosses the boundary line of two properties, it cannot impact that wetland in a negative way. There has to be enough compensatory storage. He is not an engineer, but compensatory storage is a retention or detention pond and it has to meet engineering standards. If he remembers correctly, it has to hold twenty-four to seventy-two hours worth of rain events to give up to a certain level of storm. If this was done correctly, there would be no impact on the adjacent properties. Often, it becomes better for the adjacent property owners. You do not know until you build it, but if it is not built correctly, the engineer then has to go back at his own expense to fix it. **Commissioner Robuck** asked if we had anything on the construction side where it said how it was built. When they build it, do we ever sign off on the construction of the ponds at the city level or is that solely through St. Johns? **PZD Miller** said we signoff on the site plan through the PUD. Then they have a specific site plan that says how it will be constructed. The specifics of how deep and how wide those calculations are get signed off on by the engineer. They are sent to the state agencies and that is when they are signed off on. **Commissioner Robuck** questioned if the state was the one who actually approves the construction? Do they make sure it is built the way they say it is going to be built? **PZD Miller** said yes. **Mr. Henin** stated this happens many times. If you build the storage ponds or pipe, that will go to the dry storage. The problem you will have is that you need to have strong homeowners' association documents. Those documents need to transmit every obligation of maintenance and safeguard issue from St. John into those documents. At some point, even if the city signs off, the concession of the plans are very detailed no

matter what. The issues that he sees many times are that the homeowners are pretty lax and it is very important that the homeowners association documents are very precise. Meaning those obligations go to the homeowners because they can disturb and plant more things, and so forth. He understands the concerns of the surrounding neighbors. They are very legitimate, this is how they organized and they listened to the neighbors. They do have impacts, but they are asking for the ability to start the process. There are new requirements today and they are far from where they need to be. Today they have to create additional storage, they have to treat whatever they collect, and that is a very big burden. He believes that they have time to build it correctly. That is the purpose of the long process. They will improve the area with the traffic. He understands the neighbors' concerns, because it happened to him this morning. He saw too many cars on his street, but he knows nothing will happen until additional developments are made. They are all impacted, but the system will create additional improvements. He knows they will improve and give a right of way that does not exist today. They will improve a corner and give up some land to have the capacity to do that. It is all part of the design process. **Commissioner Burry** inquired if he was referring to lot fifty four? **Mr. Henin** said yes, it was on the corner. They have the capacity to improve the area. Everything he hears is all part of the mitigation and permitting process. It is all part of the process and that is what he has to do. They offer a variety of homes. There are different sizes and types because he believes in diversity. He likes his neighbors and he understands their concerns. He is not a big national developer, but he knows the process. This is a very long process to go through. He wants to be respectful to everyone. **Commissioner Robuck** pointed out there were comments about the traffic lights and wetlands. These are valid concerns, but this body does not get to decide whether there is a traffic light or not. We could say we want one, but we do not get to pick that. The developer cannot say he is going to put in a traffic light if the county does a traffic study and determines it is not necessary. We have no say, the developer has no say, and that is how traffic lights work. It is definitely not that we do not want one and the same goes with stormwater. There are many reasons we could turn down a development, but because we do not like the stormwater design, that is not one of them. It is not up to us, that is St. Johns. We do not have any authority to say double your ponds because that is outside this body's permission. **Mayor Pederson** thanked him for that clarification, because a lot of people do not understand the traffic lights. We do not have a voice on that or the roads. It is a county road and we do not have authority on county roads. **Mr. Henin** said on Treasure Island Avenue they met with the county a week ago and they are far from being complete. They realized it was not the right alignment with the way the road shifts. They gave them their plans for the northern part. They said they would give a strip of land for the road so they could have the space and make it more straight. They would also give additional right of way for whatever the county wanted, so it could become a straight line. **Mayor Pederson** said, referring to CR 44, he believes during the first reading they spoke about that road being widened eventually. Is there adequate right of way space to widen that road right now? **Mr. Henin** replied they added seventeen feet of additional right of way. During their first discussions with the traffic engineer, they said it would not be used anytime soon. He did not know if the county would ever do it. **PZD Miller** added that Lake County will come back with comments and they did ask for additional right of way on this one. **Mayor Pederson** asked if he was okay with the amount. **PZD Miller** answered yes.

Louise Chen, Treasure Island Road, said she was very unhappy with how things were going. The plans are extremely vague, unlike the previous item on the agenda. They met with the neighbors and worked things out. This is fifty-five acres and they want to put one hundred and fifty-five homes on it. That is too much for this area. The corner where they have the pond is the corner edge of the Emerald and Marsh Protection area. It is adjacent to the protection zone and Lake County would like to see this kept in a rural area. What happens if they take up that pond? Is it going to spill over into the neighbors lawn because that is what has been happening all summer. It has been a very wet summer. She would like to see this tabled for another meeting, so they could have a much firmer plan like the previous applicant. They would like to see exactly what is being done instead of innuendo and "oh yeah, we are going to do this, and we are going to do that". She would like to see what is going to happen. The neighbors all came up

with their own idea of what should go in this area. She provided a rendering of that. It showed a shared wetland in the community. It was twenty-eight acres, it was almost twenty percent of the whole neighborhood of East Treasure Island and Treasure Island Road along CR 44. They lowered the number of homes to sixty-seven, which is more in alignment with rural neighborhoods. They added bicycle lanes and trees. They also added retention ponds that will protect the area. They would love to have a traffic light. They could work with Lake County and the developer on that. Right now, the intersections are very deadly. Again, she would like this to be tabled until we have this firmed up.

Gary Custer, East Treasure Island, stated at the meeting with Mr. Henin. He asked him what would happen to the people who have property that borders this development if they were to be flooded out? What would they do and he told him they would sue the HOA. That was his answer, to sue the HOA. The guy who is developing the project. That does not make any sense. Referring to renderings, he showed a layout of property to be annexed and other property that touches CR 44 from US 441 to Haines Creek. There are thirteen hundred and seventy-five projected homes. If everyone has two cars, that means there will be twenty-seven hundred and fifty more cars on CR 44. He has lived here for thirty years. The only thing he has seen change is a whole lot of houses. The road is exactly the same as it was thirty years ago. This is the result of all of the traffic. We have had multiple accidents and one recently where a man lost his life. He showed photos of the accidents. CR 44 is terrible. He does not care what anyone says about the traffic. It is just terrible and that is the problem. How many more wooden crosses do we need to put up?

Charles Weitzel, Treasure Island Road, stated he was a CPA, so he is a numbers guy. He understands what the city is trying to accomplish by increasing the taxbase along the US 27 corridor. He does not like the density, but if that is where they want to put the high density, that is fine. However, his neighborhood does not need this high density. What he has been told is they have about eighteen acres of actual usable land after all the other areas are cut back. Please do not put that many houses in there. It would adversely affect their community.

James Mayo, Treasure Island Road, commented that his property at the beginning of the year was thirty-three percent under water. As it sits right now, it is eighty-two percent under water and he owns five acres. Building this development is going to cause massive flooding in the end. It does not matter what they do. It would be a horrible idea to do this development. With the traffic and accidents. He witnessed the latest accident on CR 44 with a rig and three vehicles. It was horrible. He is in the road business and it does not matter what they do. When it comes to fixing CR 44 and making it wider, it is not going to help the situation. He is more concerned about the flooding because not only is his property affected, so are 8835, 8801 and 8800. It will all be under water. It already is now. Unless they can fix all of that going to the wetlands across Treasure Island Road, this subdivision is not going to work.

Kenneth Cary, Jennings Lane, Treasures Cove Community, stated he understands the city cannot do anything about county roads or county lights. However, some things that have been commented on about the wetlands. It is not just wetlands. Right now, we have had two very recent hurricanes and twenty percent of this community is still under water because it cannot run off. It is full all the way out to Lake Griffin. Part of the proposed development is running off and coming on to their land. Putting in this development and eliminating that wetland it will get worse. Where do they think they are going to put the wetlands, Tavares? That is not going to help them. They are going to be flooded out. This hurricane only had three and a half inches of rain. They were fortunate because his yard was still very wet from the other hurricane, but he was not drowning. Irma, they had four and a half inches of standing water in his yard and he is well away from the proposed development. The traffic situation, CR 44 cannot support anymore additional traffic with the two communities that are already being built. He asked that this be denied completely.

Sue Wakefield, East Treasure Island Avenue, stated the developer mentioned straightening the road. If he straightens the road, they will hit ninety miles an hour instead of seventy going down that road. The curve is the only thing that slows them down and that curve protects their wetlands. When she moved out there fifty years ago, it was a clay road. The school bus would get stuck in that corner where it was low. They finally built up the road and now the school buses run fine. At first they graveled it over and they did this and that, but that road is no wider than the commission chamber room. If you have two cars coming, you have to be careful so your mirrors do not hit. Everyone has to duck out of the way of the school buses when they come up and down the road. You have to be cautious and it is very difficult traffic wise, but her concern was with the curve. If you look at all the maps being shown around that corner, it takes up one quarter of the pond. She was not sure how you could lose one quarter of a pond without disrupting the wetlands. You cannot empty a quarter of a pond. It does not work. How are they going to build out there on a quarter of a pond and come back around? Would they have completely covered one pond with their buyback credits? Where are they buying this stuff back from? You cannot buy it back here because there is no place to buy it. So where do their ponds go? Jacksonvile, Dade County? There are two other subdivisions going in right across CR 44. Both are extremely large, so she does not understand why we need that many houses in such a small space. When she moved out there, she was only allowed to have one house on two acres. Now, you are allowed to have one house on five acres. They are going to build all these houses on fifty-five acres. Now, the citizens are getting cheated out. They moved there to live in a rural location and that is not what it is going to be like.

Larry Botte, East Treasure Island Avenue, stated about the pond that they were going to fill in, his major concern was about a sink hole. There are eight houses that will go in over a sinkhole. There needs to be geo done on that. Also, where are the recreational areas? He heard the planning and zoning director talk about a recreational area being on the plan. He did not see it labeled anywhere on the plan. He could be corrected if it is. Plus, in the corner of the subdivision there is thirty-six inches of water in that pond right now. What happens if they push that in? He tried to talk to the developer in the meeting about it. They did not understand displaced water. The only thing they said and they continued saying was that they would retain all their water. He understands it is a requirement. He knows about developments because they have been very good to him and his family, but they are showing that area and that displaced water goes all the way around the curve. It pushes all the way down to Treasure Island Road. The land is going to have to be built up approximately five feet for them to get the sewage and to create their storm drainage. They are going to have to push out into the wetlands to keep the water on their property, but what about the displaced? Where are they going to push the water when they push the corner out and fill in that pond?

Lorraine Davey, East Treasure Island Avenue, commented that she resided behind the thirteen acres. Referring to some photos, she said she was okay with the water on her property and the photo shown was from before the two storms. She cannot have it getting any worse or her property would be done for. She loves living in Leesburg and Lake County. She has stated that before. When she goes to teach her second graders, she takes her life in her own hands when she makes that left turn to get out of her subdivision. She heard everyone else talk about the traffic, but we cannot have it get worse. She does not have the money to sue the HOA. She wants her land and she wants her life to remain as it is. Everyone might see the positive aspects of approval, but she implored everyone to take a look at the detrimental effects that are far reaching, not just her or her neighbors. Anybody and everybody that travels down CR 44 will be affected by this. She asked them to please deny this request.

Allen Chen, Treasure Island Road, stated one of the wooden crosses happens to be at their corner. We know fatalities happen there. He is sure, even with the entrance and the new development, you are going to have fatalities there. There are people traveling in both directions, passing all along the way because

there is a dotted line that needs to be changed. His wife had checked on that too. Either way, we are going to have people passing. They looked at the property in question. They looked at the 2002 floodzone, and the 2012 floodzone. The 2012 floodzone had increased and there was a bunch of property impacted by that. In 2022 there will be another FEMA floodzone map coming out. He asked that no decision be made on this until they see the FEMA floodzone map for 2022. They talked about the wetlands and they saw where logging had been done and where trees had once existed in 2002. They were no longer there in 2012. Trees do absorb a substantial amount of water, so when you clear out the area there is no where for that water to go. It will pool and continue to flood. When it rains hard it will run into the ponds, but a lot of it will run wherever it can go based on geography and contour. There are high areas going to low areas down south and west. The bottom line is the flooding is going to get worse, not better. He is an engineer with three different engineering degrees. He does understand some of this. He is not an environmentalist or a land engineer. He asked the commission to table this if not deny it out right.

Michael Chen, Treasure Island Road, commented that he is personally disappointed by the lack of accountability in this push to develop the Treasure Trove property. The planning commission said there were fundamental problems with this and rightfully suggested it be turned down. It should have stopped there. At the very least, it should have been carefully scrutinized for all the issues. It has had major aspects of it amended, but all he has heard and seen is a shifting of responsibilities to others outside of this to push the development of Treasure Trove. Leesburg says the small roads that are planned for heavy traffic are not their problem, that the county owns those roads. It is the same with the county. The issue with this development is that they should spend their own money to upgrade them. The developer of the property tells them that if it causes flooding on their roads or in their neighbors that they should just sue the potential HOA? That may or may not operate out of Treasure Trove? What about the possible permanent damage to the wetlands? They will just mitigate it by buying land to protect it somewhere else. That is not exactly the height of responsibility. If people are flooded, killed on underdeveloped roads and wetlands abused, it is the fault of everyone else, but those responsible. It seems when asked for information, at best they get near promises. They are told that they do not want to see things like traffic studies. They have been patronized to the hill throughout this process. This haphazard situation can be amended before it is allowed to go through. Please take the opportunity to consider the alternatives responsibly for those personally affected. Do not put the cart before the horse.

Lisa Haden, Dennis Road, said Lake County expressed their concerns from their experts. Jennifer Barker, the City Manager, and Seth Lynch from Public Works submitted their concerns. What bothered her is that in the presentation nothing was said by the planning and zoning director. She did not hear anything about the very clear recommendations that were made by Lake County. They said the traffic impact analysis was highly recommended to be submitted by the developer and reviewed by Lake Sumter MPO and Lake County prior to the PUD hearing. She does not know how much clearer that can get. In Seth Lynch's letter, it states that it is not currently advisable for this development to have direct access to CR 44. Again, very clear language. She does not have experience in this, but she can tell you what that means. In a letter from Sean Parks, the chairman of Lake County, he says the development is currently not advisable to have direct access to CR 44. There are transportation and safety concerns related to Treasure Trove's proposed development and they should be looked at by the Board of Commissioners. What she does not understand is why they would have a meeting and Mr. Henin did not make one concession. They never heard anything about a recreational area and she asked about a pool and a tot park. He said that it was not for this type of development. You can see that this development does not make sense because it is right on CR 44 and East Treasure Island Avenue and there is no room. Yes, we have twenty feet, but CR 44 will not be widened in our lifetimes. We can see the size of the utility poles going down both sides of the road. We might get a center lane, but we are not going to get more than that. Given that Leesburg's own planning commission recommended denial of this application and the Lake

County Board of Commissers are against the annexation and development of these parcels as presented along with the residents who have turned out here tonight, as well as those who have signed a petition, it would be unconsciable for the commission to move forward.

Kenneth Cary, of Treasure Cove, stated he still had fifteen seconds left on the clock from his previous comments. Part of the problem here is they were going to do road improvements on East Treasure Island, but what he did not say is, just past that northern corner, East Treasure Island is a one-lane road. Their community has fifty-eight homes in it and they are not the only community there. They have Treasure Island, which is the point that is off Lake Griffin. There are only two roads coming out of that entire area for all of the homes. East Treasure Island and Treasure Island Road. Both roads are blind intersections at CR 44.

Raymond Hayden, Dennis Road, stated the corner where the cross is indicated someone had passed away from an accident. Referring to a map, there is a dark area and that is water and that is where the water goes under the water out into another area. He wanted to note that when you look at the plans, they really look great. They are exciting and sexy, but what we do not see is the Google earth image that demonstrates clearly and obviously, that there is an underground river that connects all the lakes. They are all connected together and we can all admit it because it is blatantly obvious. There is a river underneath and the water migrates underneath there between the lakes. Nobody can deny that. He can go ahead with the whole legal thing and say we do not have anything to do with that and we cannot do anything about it. However, on CR 44 there is another easement underneath the road on the west side, right in front. They will have to dig up the high speed internet wires that were just buried. Lake County specifically stated they cannot go out on CR 44. It is a death trap. Lake County will be knocking heads with the city. In December of 2021 there was a meeting, and he had fifteen pages of notes that said the city was grabbing up too much land. It does not meet the urban conservation area. That is one hundred and fifty-five homes. There are more homes in that entire area out on the island on the point. You are going to double the population of that area with that property. They have no swimming pool, no place for the kids to play, but they have a waddling pool with alligators. The University of Florida packed that lake with Gators until they could figure out how many Gators they could put in that lake until they started eating each other. That is a fact. He and his wife saw a baby gator going across the road when they first moved down here. She thought it was a cute little gator. He wondered where mama was. He knows they are there. He has spent thirty years in litigation dealing with the after affects of Hurricane Andrew and working on 9/11. He worked on the World Trade Center case for years. He worked on that case alone until 9/11 came and took it down. The issue here is that this is a death trap. You would be authorizing a death trap if you let this go through. When we talk about the mitigation, Lake County has zero tolerance for taking out wetlands. There are three wetlands and the county went around the wetlands with their roads. That is why there is a bump there. He has looked around the state and everyone respects the wetlands. Including two communities that Lake County shot down. The mitigation does not work. If you think it does check with Sanford, it does not work.

Alexis Swarsky, stated she does not live anywhere near Treasure Island, but she does live in Florida. She respects the wetlands. Florida respects wetlands. The mitigation costs are anywhere from one hundred and sixty thousand dollars to three hundred thousand dollars per acre, for buying out property. She does not know what the house prices will be in this development, but whatever it is, at least two houses will take care of half of the wetland area. That is ridiculous. This is the problem with Florida. We are looking at overdevelopment. We are looking at profiteering. She understands improving the city and making it look better, but we are killing Florida. She used to live in Miami. It would rain there and there would be two feet of water in the streets. It was not even hurricane season. That is why she moved. Now, the same thing is happening here. Come out and look at her house when it rains. Come look at the concentration of buildings. Where is the quality of life? She came to Florida for a reason. She came here thirty years ago.

She has lived in Leesburg for fifteen years and her community and the state is going down hill. You cannot undo the damage once it is done. We cannot even deal with climate change. There is no place for stormwater. They talk about mitigating, buying, spending dollars to replace and kill nature. There are better choices to be made. We do not build on wetlands because when you know better you do better. At least you should do better. This is going backwards. People should be more conscientious. Think of the children and grandchildren. Would you want them living in this community? Her community is congested. They have inadequate egress/ingress. They have one ingress/egress at this time and it is not enough.

Liz Greenlaw Cruz, Treasure Cove Road, said she lives around the East Treasure Island area. While she would like to stand up and tell them how cool it is to live in the country because she grew up in the city back in the Midwest. In order to see the country, you had to drive north. If you wanted to see the wildlife, like bears, coyotes or foxes, you had to drive north. She knows they have nothing to do with the roads, but CR 44 is a death trap. She has only lived in this community for two years and she has watched people pass her while trying to turn left. People pass her on the left-hand side and she almost hit a bus. Her husband saw a guy get hit from behind on a motorcycle and he flew through the air. She was taking her son to school one day and if she had not been paying attention to someone who was trying to jump from the other lane of about ten to fifteen cars she had to slam on the brakes without getting hit from behind. She had to slam on her horn. That road is bad and to put more stress by putting more people and homes on it is a bad idea.

Laura Radcliff, Rum Run, said at the corner of East Treasure Island and CR 44 the gentleman that was killed lived in their subdivision. He was that close to his home when that guy passed him on CR 44 going towards Eustis. When he hit him, he was more or less dead on impact. Our roads are awful. Back in the day, before all the houses came to Treasure Island Road, back in the day they used to hunt that land. There used to be a fish camp back there and nothing is left of it now. She has lived there for twenty-five years and she likes her peace. She likes to see the animals, but the houses where they are going should not be going in. It is a death trap. They always had to tell their kids to take East Treasure Island when leaving instead of Treasure Island, because they did not want them to get killed trying to go out because of people passing.

Mayor Pederson commented that they appreciate everyone's comments, but with all due respect, we do not need the same comments repeated over and over.

Jim Tyrpin, Treasure Island Road, said everyone knows a tomato is a fruit and we know we do not put ketchup in a fruit salad and just because you can vote for this does not mean you should. The fight is at the county level and you even admitted it. We cannot do anything with the roads. It is the county's responsibility. We moved to the county. We did not move to Leesburg. They did not get to vote for any of the commissioners and they do not get a say in how they vote to affect their area. This fight is like divorced parents, where the county says this is what you can do with this land. While the developer does not like that, he goes off to the other divorced parent, the city, and says he wants to be with you instead. You give me custody. It is not right, but he knows that is the rules. If you want tax money, you have to vote for it. As Commissioner Robuck said there was nothing that could be done about the wetlands on the city side and everyone keeps misconstruing wetlands with floods. He was not a lawyer, but in two minutes he pulled up the FEMA map that shows that property in floodzone AE. The city manager is the Floodplain Manager for Leesburg, so any feel or any movement the applicant would have to go through a plan and that would go through Mr. Minner who would then submit it to FEMA. There is a difference between a wetland and a flood, so you do have a say when you vote for it. Lastly, how are you going to feel if there is a crash in the economy and we come into the city and start buying up every ten and fifteen thousand dollar house and put fifteen chickens on every lot because you are taking our land. The city

ordinance says we can have fifteen chickens in Leesburg. So, he is going to buy every fifteen thousand dollar lot, subdivide them and put little chicken coops on them. **Commissioner Robuck** inquired how much he would sell the eggs for because in grocery stores lately they are pretty expensive. **Mr. Tyrpin** remarked that just because you can vote for it does not mean you should. This fight should be with the county. None of us should even be here. He is a property rights person, so if the applicant followed the county rules and stayed with the county, they would not be standing there making a fuss.

Lisa Haden commented that the county rural transition allows for a maximum of eleven dwelling units on that property. The applicant made a perfect analogy and shopped the divorced parent's he will go with whoever gave him the better deal. When they bought their home, it was one dwelling per five acres. Now, all of a sudden, it is like a big eraser comes and everything changes.

Mayor Pederson asked for roll call.

The roll call vote was:

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

Commissioner Robuck immediately changed his Yes vote to No.

Making the roll call vote:

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

One yea, three nays, the Commission denied the ordinance.

Commissioner Robuck informed the audience that he would reintroduce this item at the next meeting on November 28th. As a member of the prevailing party, there will be another hearing about the same thing. **Mr. Henin** questioned if he would be allowed to respond to the comments from tonight. **Commissioner Robuck** stated he would need to hold those comments until the next hearing. **Mr. Henin** stated he thought he would have the opportunity to respond to what he heard. Unfortunately, there were many misconceptions and misstatements. Again, as he repeated many times before, there are misconceptions in the discussions about the wetlands. The process of wetlands and traffic are part of future permits. If you consider that stage, they need to bring them more information because there are a lot of comments and misconceptions. He would rather table this matter and bring in additional responses to what he heard along with appropriate information. **Mayor Pederson** asked if he would be ready by November 28th or if he would need an extension beyond the 28th? **Mr. Henin** replied that the 28th would work for him. **Mayor Pederson** stated that it is two weeks from tonight at 5:30pm. **Commissioner Robuck** questioned if they could do that. Could it be reintroduced at the next meeting and heard or does it have to be reintroduced and set for another date? If he were to have tabled it, they could definitely have set for that date. **CA Watson** answered that the better thing would have been to table it to a certain date. **Mayor Pederson** remarked to the audience that this is subject for a revote, but this is more procedural. Right now, it will come back before the commission because he has a right to bring it back. We are missing one commissioner and that is why Commissioner Robuck wants to bring it back. **PZD Miller** added that if this was postponed to a certain date it would not have to be readvertized. If it was postponed for two weeks, the applicant would have until this Friday as a deadline to get everything in for the next agenda. It

is a tight agenda deadline. We need to make sure the public gets to see everything that is being presented. **Mayor Pederson** stated that is why he questioned if two weeks was too fast. **PZD Miller** remarked that if he just responded, any information that came into his office could be shared with the public. That is how they handle that. If there is no new information and he is just responding, that is different. He should be okay. **Mr. Henin** answered that the response would introduce some comments, but they do not have plans yet. That is not the process. They will give a response related to the comments. **Mayor Pederson** asked him to speak about the facts of the property and if this is in a flood zone. He understands not developing in wetlands, but he did not realize that a portion of the property was in a floodzone. **Mr. Henin** stated they cannot build on floodzones. The St. Johns is responsible for that and they do not permit that type of thing.

CM Minner commented that just so everyone was clear for a prevailing vote on any issue to pass, it needs a majority of the city commission. A majority of the city commission is three votes in the affirmative. The initial vote on this topic was two to two and that is a fail vote. Commissioner Robuck then immediately changed his vote for parliamentary reasons to a no vote. The final vote was one in favor and three against. The motion fails again. In this case, however, Commissioner Robuck is a member of the prevailing party. The prevailing party can then have a vote at the next meeting to reconsider the vote. The sidebar that the city attorney and he just had was a quick discussion on proper protocol. With that vote and the opinion of that discussion was that Commissioner Robuck could duly come to the next meeting on the 28th and ask for reconsideration. If he does that, we will not be able to hear the matter on the 28th for two reasons. One, it presumes that the entire commission will agree with his recounting and, secondly, because of the public hearing nature of the context of this issue and we would need to make a public advertisement for a hearing. So, Commissioner Robuck has the option on the 28th to ask for a rehearing. However, Commissioner Robuck is smart and he understands parliamentary procedures, so now he will most likely ask for a superseding motion because we are still on this matter and we have not moved to the next one. He will ask the commission to reconsider the immediate vote and table it to a certain date. If the commission approves that, it would be a proper decision. If the commission rejects the tabling, then we are back at the three to one against vote and that would be the discussion. **Commissioner Robuck** reintroduced it. We can either rehear it on the 28th or we can vote it down. He would then bring it up at the next meeting and we would pick another date in the future. It does not matter to him. **CM Minner** remarked that it does matter if you want to vote on the matter.

Commissioner Robuck made a motion to reconsider the prior vote so they could have a public hearing on the 28th instead of in the future. **Mayor Pederson** passed the gavel to Mayor ProTem Burry. Commissioner Pederson seconded the motion.

Mayor ProTem Burry asked what the reasoning was for doing that. **Commissioner Robuck** replied so that the whole commission would be available to vote on the matter on the 28th.

The roll call vote was:

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

Two yeas, two nays, the Commission motion failed to reconsider the ordinance.

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)

FAILED ORDINANCE 22-69
NOT HEARD DUE TO DENIAL OF ANNEXATION

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)**

FAILED ORDINANCE 22-70
NOT HEARD DUE TO DENIAL OF ANNEXATION

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)**

ADOPTED ORDINANCE 22-71

Commissioner Burry asked that items 6.A.10, 6.A.11 and 6.A.12 be introduced and be read by title only. CC Purvis read the ordinances by title only.

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

Mayor Pederson requested comments from the Commission and the audience.

Commissioner Burry remarked that he was in favor of this.

The roll call vote was:
Commissioner Connell Yes

Commissioner Burry	Yes
Commissioner Robuck	Yes
Mayor Pederson	Yes

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

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)

ADOPTED ORDINANCE 22-72

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

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

The roll call vote was:

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

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

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)

ADOPTED ORDINANCE 22-73

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

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

The roll call vote was:

Commissioner Robuck	Yes

Commissioner Connell	Yes
Commissioner Burry	Yes
Mayor Pederson	Yes

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

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)

ADOPTED ORDINANCE 22-74

Commissioner Robuck asked that items 6.A.13, 6.A.14 and 6.A.15 be introduced and read by title only. CC Purvis read the ordinances by title only.

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

Mayor Pederson requested comments from the Commission and the audience.

Commissioner Connell stated he had a conflict with these items. He would need to abstain from voting.

The roll call vote was:

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

Three yeas, no nays, one abstain, the Commission adopted the ordinance.

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)

ADOPTED ORDINANCE 22-75

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

Mayor Pederson requested comments from the Commission and the audience. There were no comments.

The roll call vote was:

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

Three yeas, no nays, one abstain, the Commission adopted the ordinance.

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)**

ADOPTED ORDINANCE 22-76

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

Mayor Pederson requested comments from the Commission and the audience. There were no comments.

The roll call vote was:

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

Three yeas, no nays, one abstain, the Commission adopted the ordinance.

B. FIRST READING OF ORDINANCES

1. **An Ordinance of the City of Leesburg, Florida annexing certain real property consisting of approximately 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 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. (Anglers AX)**

Commissioner Robuck asked that items 6.B.1, 6.B.2 and 6.B.3 be introduced and read by title only. CC Purvis read the ordinances by title only.

Mayor Pederson stated these items would lay over as they are first readings. He requested comments from the Commission and the audience.

Commissioner Burry questioned the PUD. It said there would be thirty-five percent open space. Does this meet the criteria at six point eight and does it still have enough room? **PZD Miller** replied that it actually does. Down at the southern end of the development where the marina is, helps a lot. **CM Minner** inquired if they were counting the marina as part of the thirty-five percent? **PZD Miller** answered yes.

Linda Kero, Bumblee Bee Lane, said she lives about half a mile away from this property. This is located right on Lake Harris. It seems to her that there was an awful lot of overbuilding going on. There is another issue with the property. It is dangerous to get out on US 441. The number of properties that are going to be there and the children having to catch a bus on US 441 to go to school. This property could be used better if Leesburg had to annex it. It should be over built like this. They should reconsider and look carefully at it.

Commissioner Burry asked how many units used to be on the property? **PZD Miller** replied they have some historical maps that go back to the 40s. He forgot the number of units, but it was over twenty. There were a lot of homes there. They have actual evidence of that in old aerial photographs. The busiest time was in the early nineties. This is six point nine three acres. It is generally located southwest of US 441 and east of Anglers Avenue. It is right behind the Goodwill Store. The request is to annex and change the future land use from Lake County Urban Medium Density to City of Leesburg, Low Density. They would like to change the designation from Lake County Planned Commercial to City of Leesburg Small Planned Unit Development. The request was for forty-seven single family detached and attached units. There would be twenty-seven detached and twenty attached. That comes out to a density of about six-point-six units an acre. They would have the darksky lighting design standards along with the gutter requirement standard. A fifteen-foot buffer would be along the east and west sides of the property. They have thirty-five percent open space and trees in each yard. The wetlands are protected and irrigation controlled. They have point-nine acres of recreational area shown on the site plan. It would include a weight room, swimming pool and boat docks. Mr. Solstis is here from the Land Planning Group of Mt. Dora.

Brian Solstis, LPG Urban and Regional Planners, Camp Avenue, Mt Dora, stated he was there on behalf of his clients to present this annexation, small scale comprehensive plan amendment, and rezoning. As a first reading for this property, it would go from a planned commercial/urban medium density of seven dwelling units an acre in the county to what they are proposing, which is low density residential. It would be eight dwelling units an acre. It is not a huge increase in numbers. They are proposing a small planned unit development (SPUD) to accomplish that. The site would include townhomes, three-story townhomes as well as detached bungalows. It would be held within a condominium association. Each unit onsite would have one boat slip. There are about twelve extra boat slips that would be available for rent to the individuals within that condominium association. It would all be maintained by the condominium association. **Commissioner Burry** wanted to clarify that he said three-story condominiums? **Mr. Solstis** said that was correct. The bungalows will be two stories and the townhouses will be three stories with the garage below them. **Commissioner Burry** asked if there would be ten on each side, the west and the north? **Mr. Solstis** answered there would be ten on the north and then five and five on the west. **Commissioner Robuck** asked if there were trailer parks on both sides? **Mr. Solits** replied yes, there is a

trailer park on the west side and a single-family home on the east side. Immediately across the small canal and marina, there is another trailer park.

Kera Singletary, Hunt Law Firm, South 9th Street, stated her discussion would focus on the potential legal ramifications of this annexation. There are several citizens here who will address the more practical concerns regarding the potential concept plan. At the last meeting there was discussion made about whether the property may or may not be covered by the ISBA. However, upon review of the ISBA, parcel number 1703735, which is the subject parcel, was not included in the covered annexation under paragraph 3.C. It was not listed in Exhibit B.1 or B.2. Accordingly, Paragraph 3.C.4 requires prior written approval from the county and that approval has not been given without demonstrating a direct link between the annexation and the creation of jobs or economic activity other than residential construction and that is from the ISBA. This property is specifically not subject to the agreement as listed in Exhibit A of that agreement. Also, in Exhibit B.1 there is a long list of parcel identification numbers and it was not included there either. Accordingly, under Florida Statute 744.0445, it is not allowed to create an enclave. This particular property, if it was to be annexed into the city, would create an enclave to the left, because it creates a pocket. A pocket could be big or small and the square footage or acreage of the pocket does not matter. Specifically, this was the case with the City of Center Hill, verses McBride, which is under the same 50.C.A. and the city is also bound to that. Therefore, she believes that the same ruling would apply. This would create a pocket to the left of that piece as it creates an unincorporated portion of the property. It is in a sea of incorporated property. The property to the left would be surrounded on all sides, with the exception of the lake, as an incorporated parcel. It would be an island in of itself. Accordingly, it would not meet statutory requirements and there is nothing in the ISBA that would otherwise exempt it. The agreement with the county requires that the city have prior written approval before such annexation. In the packet that she reviewed for tonight's agenda she saw no such prior written authorization. Additionally, the county would have to give consent by written authorization prior to this meeting and the county can only give the consent when the city demonstrates the direct link between the annexation and the creation of jobs or other economic activities. As she stated before, other than residential construction there is nothing in the concept plan that meets that classification. There are some concerns based on the presentation made about due process. Considerations of the amendments that were made to the application on the spot at the planning and zoning meeting, including the decreased height to a two-story, which she believes is reflected in the application, but not reiterated today by the engineer. As well as the additional requirements for secondary access that were not reflected in the meeting minutes in the packet that was received. To her knowledge, there is no indication of that in the packet. It does not appear that the prerequisites of Florida Statute 171.204 have been met nor have the consent requirements of Florida Statute 171.205 been met. Nor could they, as there had not been a referendum of more than fifty percent of the voting population of the city requesting the annexation. Based on that, she does not believe the annexation is appropriate and the commission should move forward with denial. She will reiterate the same comments at the second hearing.

CA Watson wanted to point out to the commission that this is a voluntary annexation, which falls under Florida Statute 171.044, which is a different procedure. It only requires that the property be contiguous and compact. So, that would be the criteria we are looking for. He was not sure what Ms. Singletary was referring to. **Ms. Singletary** rebutted 171.044, which is voluntary annexation under Section 5, specifically states that land shall not be annexed through voluntary annexation when such annexation results in the creation of enclaves. That is addressed in the case of the City of Center Hill, verses McBride. That also addresses the issue of pockets. **CA Watson** asked about the annex. Is it her position that the annexation of this parcel creates an enclave or does the enclave already exist? **Ms. Singletary** replied that the enclave does not currently exist as it stands right now. **CM Minner** wanted to know how she determined this parcel was not part of the ISBA? **CA Watson** replied that he thinks she said the alt key number was not on the list. That the exhibit has a list of applicable alt key numbers and this one was

not there. **Commissioner Burry** questioned if the properties to the east of this property are listed as being in our ISBA? **Ms. Singletary** replied not to her knowledge. **Commissioner Burry** stated he thought it went all the way over to Dead River. **Ms. Singletary** said the ISBA that she received as a public records request specifically indicated from the meeting held on October 20th that the ISBA provided to her by both the city attorney as well as the city clerk said that this property was not listed. If there is another ISBA that the city has, she would be happy to review it. **CA Watson** added that he was not aware of another ISBA aside from the South Lake. He was not one hundred percent sure that an enclave did not already exist on this parcel. He thinks there may already be one because there are city properties south of US 441 and all these parcels are already blocked in by municipal properties. **Commissioner Robuck** stated that there needs to be more research done prior to the second hearing. **Mayor Pederson** inquired what was between this property and US 441. He thought it was all city commercial. **CA Watson** replied it is all city property. **Ms. Singletary** replied there are some pieces of property along US 441, but there are other properties that are not. **Mayor Pederson** stated it would adjoin a city-owned property to the north. **CA Watson** remarked the question is about compactness and contiguous. If you look at the criteria for compactness, enclaves are considered within the definition of compactness. **Ms. Singletary** said she disagreed. She had the case information to support that. **CA Watson** said that the definition of compactness means "concentration of a piece of property in a single area and precludes any action which would create enclaves", so like he has said, the issue is contiguous compactness within compactness is the issue of enclave creation. We are saying different things, but at the end of the day we are saying the same thing. That enclave creation is not something that can happen if the annexation creates an enclave. That would violate the statute, so the question is whether or not the annexation would create an enclave. He is not sure and he is not sure that an enclave may not already exist. What Ms. Singletary said she is correct that enclaves are something that cannot be created through annexation and that would be a violation of the voluntary annexation statute. **Mayor Pederson** inquired if it was currently an enclave in her opinion. **Ms. Singletary** said no. Her opinion is that there is no enclave and the annexation of this particular property would create one. **Commissioner Burry** asked if the county property goes all the way down to the Dead River? **Ms. Singletary** said she was not sure how far down it went. **Commissioner Burry** said then it would be an enclave because the river stops it. **Commissioner Robuck** said that the city attorneys need to dig into this further before the next meeting. **CA Watson** remarked that Ms. Singletary brought up an issue that is certainly interesting. We need to be mindful of the voluntary annexation process because, even though it is voluntary, we cannot create enclaves. The city needs to be contiguous and compact without creating an enclave. **Mayor Pederson** stated they will let the attorneys have fun with this one. **PZD Miller** stated the only other thing he would add to this is that under ISBA Section 3.C.ii pursuant to Section 171.0464 Florida Statute, the county can consent to the annexation of any enclave or the creation of any enclave which is the result of an annexation as long as the city provides the services. In addition to that, with ISBA there is a list of specific alt keys for ISBA and ISBA includes a map. That map includes other parcels that were not included on that list. So, it is a legitimate question, but he wanted to point that out. **CM Minner** stated we need to look at this and if it is actually creating an enclave. We need to understand the legal argument, so we cannot do a regular 171 type annexation if the opposing sides' counsel is interpreting the ISBA exhibits correctly. The ISBA exhibits, B1 and B2 outline the boundaries of ISBA, but that interpretation means that it is not specifically listed as an alt key. We will go back and look at that. His inclination because of other issues that are going on is that alt keys are going to be listed in areas that are up next to other ISBA's and we further delineated those out. Whereas in this specific case, there really is no other challenge from another community. That is in fact our ISBA territory because the border of the ISBA in that area is the lake. His kneejerk reaction is that the latter, in fact, is covered in the ISBA and that those specific exhibits that were referenced are not referenced correctly, but the city attorney will look into that. **CA Watson** mentioned that is correct and if it is covered by the ISBA then enclaves are not an issue because they are clearly allowed under the ISBA. **CM Minner** added that the planning and zoning director will be reaching out to another portion of the ISBA that specifically says that if we forgot

anything and if you create an enclave it is okay. We may be incorrect about that interpretation, but those are the things we will look at. We will have a reasonable response by the second reading.

Alexis Swarsky, Halloway Drive, stated she lives in a fifty-five plus community that abuts this property. It is her opinion and that of many of her neighbors that this project will have a profound negative impact on the environment, natural resources and the Lake Harris shore line. For an area that refers to itself as the Lakefront City, this project displays a callous disregard for all the above. There are so many ambiguities in this program that it is hard to know where to begin. In reviewing the master development plan which she received from the city for the Lake Harris Acquisition Group, she had questions about the vague language used to describe the plan for the project. In numerous places of the master plan, the developer states that when there is conflict with the City of Leesburg, city ordinances, the master development plan submitted by the developer shall prevail as the determining requirement. There are frequent references that the plan is conceptual and not actual. It states there may be other design variations that may be approved at the builder's discretion. For example, the building materials listed are brick, stone, stucco and something called manufactured strip siding. The choices are at the discretion of the builder. Another thing is the design of the buildings. The developer has five of fifteen elements listed as decorative elements for buildings and they include bay windows, couplers, shudders, dormers, door fronts, front windows and porches. The choice of which design elements are used will be used at the builders' discretion. She does not know if you can build a house without eves, front windows and a front door, that covers three of the five design elements that they list out of the fifteen. With the landscaping, the master development plan goes to great detail to say that there will be an "x" number of feet between the trees and the bushes will be an "x" number of feet high and wide. However, it says the developer can review the landscape plan and adjust plantings as needed. If that is the case, then what is the point of mentioning it at all? There are so many discrepancies. When she looked at the file from the city, there was no research done. There were no studies or impact papers. If this is the standard practice where you give a builder a cartbunch and check it later to see if it fits into a community, they deserve better, Lake County deserves better. They did not build this way fifty years ago. We have learned better and if you know how to do better, you should do better. They are concerned that this will become a low income section eight housing development. There is no need for a three hundred to four hundred thousand dollar unit. This is only twelve hundred square feet in size and it overlooks the back of Goodwill.

Timothy Thompson, Halloway Drive, said he lives in the Hideway Mobile Park. There is no way they can take on any more traffic in this area. He does the maintenance there between the beach and the highway. Their property is located right in the middle. He counts thirty-five hundred cars a day going past the development. They have Starbucks, Steak and Shake, and Goodwill. There is also an oil change, but there is only one exit for them to get out and it is located at Starbucks. It is backed up all day, everyday onto US 441. The past two weeks there have been almost two accidents with people running the stop sign at Good Will. There is no room to add another one hundred and fifty more cars. He invited everyone to come out and look at the property. See what the developers are planning to put up because it does not suit their community.

Sam Rahrig, Halloway Drive, stated it hit her when she was sitting listening to the Bar-Key Grove. That, with seven hundred and seventeen acres, they are going to put two point three houses per acre. With Anglers Avenue, this area is six point nine acres and they are considering putting in forty-seven houses. If you do the math, it should only be sixteen here, so it is hard for her to imagine. They are proposing a high end community with forty-seven compressed units in a single family dwelling on six point nine acres. The same type of proposal was given not very long ago in Leesburg point-nine miles down the road. It was going to be a high-end family townhouse community with a pool and boat docks. It was to include walking trails and it was to be a gated community. Those townhouses failed within three years. Now the pool is permanently closed and the gate has been removed. Each unit has three to four cars

parked in the street. She drove by and took pictures of it. There are garbage cans sitting at the curbsides, spilling over and there are no compactors there. There are broken garage doors with graffiti on the sidewalks. This was to be a high end proposal that they could not sell. Now they are rental units. They are at market value. They have horrible reviews and if you drive through there and look at them. There is non-existent management. There is a massive boat dock that is an eyesore. It has been closed since 2008 because of vandalism and theft. It was supposed to be a wonderful thing and now it is abandoned. There have not been any boats there in over ten years. It is an eyesore in Lake Harris. This is Lake County and we are known for our lakes. They are not opposed to three or even four single family homes going into this small compressed area. It has magnificent oak trees and it is picturesque. It is old Florida and there is a lot of wildlife. She challenged everyone to come and look at this location, walk through it.

Derirdre Griffin, Holloway Drive, stated she resides in a single-family home. It is zoned R-1. They have the most substantial property line compared to anyone else. There is a fifty-five and up community that surrounds their R-1 and that is part of Lake County. The Anglers Resort had thirteen homes when it was demolished. She has pictures of when it was destroyed. They have been living there for nine years. They used to manage the property, the Lake Harris Acquisition Group. They used to have fireplaces, kitchens and dinettes. One thing she wanted to bring up was how they were saying it was going to be high-end. She keeps hearing that, but these are the same people that own it and they own Arise Property Management LLC. She has a list of all their LLC properties from the last twenty years. They are all rentals. They do not have anything that is homeownership. They are properties that they manage. They have no intentions of constructing a high-end development. This will end up being rented out. This is six point eight acres and it used to be owned by the same person who did the retirement community. If you add it up, it would be forty-four units. That is less density than what they are trying to do and that was 1960s standards. She tinkered around with her autocad and by the time she started doing setbacks, eleven of them were immediately cut off and that was without her adding any type of retention. With the density, if it was to go to what the standards are now, which is not single-family or single wides then it draws it down. It would not be the same density. Two stories will take away every ounce of their privacy. They will not be able to live the same way they do now without everyone staring down on them. She showed a rendering of her chainlink fence and the marina where the developer is proposing eleven two-story houses. They will face right down on them. Every ounce of their privacy will be gone. She would be happy to supply pictures and numbers.

Daniel Howard, Halloway Drive, said he, his wife and his two boys live in a single-story masonry home that shares the eastern seven hundred and four foot property line of the proposed PUD annexation parcel. They have lived there for nine years. Both neighboring county parcels have longer property lines than the city goodwill property line, making it not a substantial property line for the continuous boundary annexation. The city has not annexed a parcel out this way since 2002. The previous parcels were for heavy commercial and nothing for residential use. The annexation is inconsistent with the county or city comprehensive plans. There should be some tiered zoning between the PUD and the R-1. If this is such a great project for the lakeshore and the community, he would like to know why the owners of the parcel have not shown up for either of the hearings. He did some calculations the other day and used the Lowes building down the street for the measurements. That building measures five hundred and sixty-eight feet by three hundred and twenty-five feet. That is approximately one hundred and eight four thousand six hundred square feet. It sits on eighteen point five acres. He calculated the building envelope of the parcel next door and used county setbacks and the building envelope measures four hundred and two by four hundred and nine feet, which is one hundred and sixty four thousand square feet or roughly three point seven six acres. That is twenty thousand less square feet than the inside of a Lowes building, just for the building envelope. So, almost half an acre smaller and now they are going to try cramming forty-eight units, streets, retention ponds and a hundred or more cars inside of that Lowes store just for a size comparison. It is a really small lot. That does not sound high-end. There is nothing built like that

anywhere around here. Maybe in Orlando or Miami, but not here. There is nothing consistent with this along any shoreline in Lake County. There are currently no two-story buildings or homes in the area or along the waters' edge of Lake Harris on the northside. The proposed multi-unit buildings have some discrepancies and they should be switched from three stories. There will be big giant buildings taller than two stories and those will be a big eyesore for anyone boating or living across the lake. Currently, there are three easements to get back to the proposed parcel. The easement of grants is approximately twenty-one feet by three hundred and fifty feet for egress and ingress. The current residents have to use the driveway and the proposed one hundred additional vehicles will overdue this area.

Mr. Solstis stated some of the comments mentioned tonight were simply factually incorrect. For one, there will be a condominium association and it will not be for rent. It is unequivocally not true and he would like to correct the record on that. As for the prices of the units, they will be upwards of four hundred thousand dollars for the bungalows and townhomes. On site, he met with Mr. Howard and he thought they had a productive conversation. He met with him for about an hour and a half. There was no indication at that time that he would be against the project. They actually had discussed adding an eight-foot wall all along the north-south property line to which he guessed is no longer a concession being asked for. The density within the immediate area is absolutely equivalent to the respective densities, and taking the Lake County Property Assessors' data, the property to the left does have more units than what was said tonight. There are currently forty-six. That is what is shown in the assessors' data. He would like that correction made as well.

Mayor Pederson thanked everyone for their comments. He stated all three items would lay over.

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:

CA Watson had nothing to report on this evening.

9. CITY MANAGER ITEMS:

CM Minner had no further comment this evening.

10. ROLL CALL:

Commissioner Burry had no comment this evening.

Commissioner Connell jokingly said he had about ten items he would like to discuss. He then said he had nothing further.

Commissioner Robuck said the city supports three nonprofits that probably would not exist without the city's help in the downtown area. They all do a great job. The Chamber, the Center for the Arts, and the Leesburg Partnership. The Center for the Arts has a financial fraud issue happening at the moment and right now he does not have a lot of confidence in that board. However, he does have a lot of confidence in the work that has been done. He does not think the city should say you have to do this, but he does not think we have to bend to oversee all these organizations because, technically, we are on the board. Right now, we have two functioning organizations that work well together. The Leesburg Chamber and Leesburg Partnership. They both did the chili cook-off together. The city should say, hey, we are not telling you what to do, but it would be nice if all the boards could meet to see if there was a way that they could be one big non-profit downtown. That way, the city would not be hit by three donations. We would still invest the same amount of resources, but we could appoint the city manager to spend some time to see if it would work. It may not work, but he has been approached by members of both boards saying it would be really nice if the city could maybe give them a nudge. He thought he would ask because they thought it would be good if they could all meet. They do not have to and we are not telling them what they have to do, but maybe it could be talked about. **Commissioner Burry** wanted to clarify that there would be the Leesburg Chamber, the Leesburg Partnership and the Center for the Arts. **Commissioner Robuck** said yes. The Center for the Arts does not have an executive director right now, but if a board member wants to be there, that would be important.

Mayor Pederson had nothing to discuss 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 9:43 p.m.

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.B.1.

Meeting Date: November 28, 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 Amendment Two with Sissine's Business Solutions of Orlando, LLC, amending the contract term; and providing an effective date.

Staff Recommendation:
Staff recommends approval of the resolution authorizing execution of Amendment Two to an existing Agreement with Sissine's Business Solutions of Orlando, LLC, for Managed Print Services.

Analysis:
On October 28, 2019, the City Commission approved Resolution 10,526 authorizing award of Request for Proposal (RFP) 190482 and execution of a Managed Print Services Program - Annual Requirements agreement with Sissine's Business Solutions of Orlando, LLC, for managed print services. Staff requests to amend the contract term to September 30, 2023. All other terms of the Agreement will remain the same.

Procurement Analysis:
N/A

Options:
1. Approve the resolution authorizing execution of Amendment Two with Sissine's Business Solutions of Orlando, LLC; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:
Funds are available in the various operating accounts for these expenses.

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AMENDMENT TWO WITH SISSINE'S BUSINESS SOLUTIONS OF ORLANDO, LLC, AMENDING THE CONTRACT TERM; 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 SISSINE'S BUSINESS SOLUTIONS OF ORLANDO, LLC. whose address is 6123 Phillips Highway, Jacksonville, Florida 32216 for Managed Print 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 28th day of November 2022.

_____
Mayor

ATTEST:

_____
City Clerk

SECOND AMENDMENT OF FIXED UNIT PRICE AGREEMENT FOR MANAGED PRINT SERVICES

THIS AMENDMENT is made as of the 28th day of November, 2022, between **THE CITY OF LEESBURG, FLORIDA** a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **SISSINE'S BUSINESS SOLUTIONS OF ORLANDO, LLC.** whose address is 6123 Phillips Highway, Jacksonville, Florida 32216 (hereinafter referred to as the "CONTRACTOR").

WHEREAS, on October 28, 2019, the CITY and CONTRACTOR entered into a fixed unit price managed print services agreement whereby the CONTRACTOR agreed to provide CITY with a Managed Print Services (MPS) Program, also known as a Total Services & Supplies (TSS) Program ("Program") in support of the CITY's Printers ("Fleet") services to the CITY (hereinafter referred to as the "Agreement").

WHEREAS, on February 10, 2020 the CITY and CONTRACTOR executed Amendment One to amend the unit pricing of the Agreement to facilitate more efficient processing of invoices for suppliers by adding freight to the per image (page) unit price.

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

WITNESSETH:

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

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

2. **Amendment.** The parties wish to modify the existing Agreement and previous Amendments as follows:

    a. Paragraph '5. Term of Agreement.' The term will be extended until September 30, 2023.

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

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

SISSINE'S BUSINESS SOLUTIONS OF ORLANDO, LLC.

By: _____

Printed: _____

Its: _____
(Title)

CITY OF LEESBURG, FLORIDA

_____
Mike Pederson, Mayor

ATTEST:

_____
J. Andi Purvis, City Clerk

City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	5.B.2.
Meeting Date:	November 28, 2022
From:	Aaliyah Davis, (Purchasing Manager), Cliff Kelsey, (Public Works Director)
Subject:	Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Agreement with OCI Associates, Inc.; and providing an effective date.

Staff Recommendation:
Staff recommends awarding Request for Qualifications (RFQ) 220243 to OCI Associates, Inc. and approval of the resolution authorizing execution of a Continuing Agreement with OCI Associates, Inc. for Professional Services-Mechanical Engineer and an associated Task Order for the Library Heating, Ventilation, and Air Conditioning (HVAC) Assessment.

Analysis:
The City of Leesburg, Florida Public Works Department determined the demand for continuing engineering services for a mechanical engineer in relation to Heating, Ventilation, and Air Conditioning (HVAC) and mechanical systems.

The City has an immediate need for an assessment of the HVAC system at the City of Leesburg Public Library. This requires an engineer to perform an evaluation and assessment of the existing system and provide recommendations such as, repair, component replacements, refurbish or replace or any other possibility to resolve the reliability issues with the current HVAC system.

Procurement Analysis:
The Procurement Division issued Request for Qualifications 220243 on August 15, 2022. On September 13, 2022 the City received one (1) proposal. Evaluation Committee members evaluated the proposal and came to a consensus to award to OCI Associates, Inc. after positive references were received from other government agencies and municipalities.

Options:
1. Approve award of RFQ 220243 and approval of the resolution authorizing execution of a Mechanical Engineer Continuing Services agreement and an associated Task Order for the Library HVAC Assessment with OCI Associates, Inc.; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:
Funds for this are available in the Public Works facilities budget.

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH OCI ASSOCIATES, 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 OCI ASSOCIATES, INC. whose address is 600 SOUTH AVENUE, MAITLAND, FL 32751 for PROFESSIONAL SERVICES-MECHANICAL ENGINEER (RFQ 220243).

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 28th day of November 2022.

_____
Mayor

ATTEST:

_____
City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES
ON A CONTINUING BASIS

THIS AGREEMENT is made as of the **28th** 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 **OCI ASSOCIATES, INC.** whose address is 600 South Orlando Avenue, Maitland, Florida 32751 (hereinafter referred to as "PROFESSIONAL").

WHEREAS, the CITY issued Request for Qualifications (RFQ) 220243 to contract with a qualified professional or firm to provide professional mechanical engineering services on a continuing basis in accordance with Florida Statute 287.055 – Consultants Competitive Negotiation Act (CCNA);

WHEREAS, PROFESSIONAL was the top ranked firm following the evaluations;

WITNESSETH:

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

1. **CONTRACT DOCUMENTS**

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

a. This Agreement; and
b. Request for Qualifications (RFQ) 220243 in its entirety; and
c. PROFESSIONALS response to RFQ 220243 made electronically September 13, 2022 at 1:02 PM EST; and
d. Compensation / Hourly Rates – Included here as Attachment 'A'; and
e. Potential Scope of Services – Included here as Attachment 'B'; and
f. Federal Contracting Provisions – Included here as Attachment 'C'.

2. **SERVICES**

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

3. **PAYMENT**

PROFESSIONAL shall be paid not more than once monthly for work performed on existing Task Orders. All invoices submitted by the PROFESSIONAL shall clearly reference the

purchase order issued for the Task Order, the project name and the services performed. Work invoiced must be done in a manner that multiple Task Orders are not listed on the same invoice.

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

4. **AUTHORIZED WORK**

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

5. **TASK ORDERS**

All future work will be authorized by use of a Task Order. The PROFESSIONAL will provide a proposal for each project in a format approved by the City. The proposal will include a detailed Scope of Service as agreed to by the CITY. The proposal will also include a total expected compensation for the Scope of Services. The compensation amount must be supported by a detailed breakdown by task/activity and position. Positions and billable rates must correlate to the Schedule of Hourly Rates included as **ATTACHMENT 'A'.**

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

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

6. **AUTHORIZED EXPENSES**

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

7. **TERM**

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

8. **COMPENSATION / HOURLY RATES**

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

9. **TERMINATION**

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

a. **For Convenience**

i. The CITY may, by written notice to the PROFESSIONAL, terminate this Agreement for its convenience and without cause or default on the part of PROFESSIONAL. Upon receipt of the notice of termination, except as explicitly directed by the CITY, the PROFESSIONAL must immediately discontinue all services affected.

ii. Upon termination of the Agreement, the PROFESSIONAL must deliver to the CITY all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the PROFESSIONAL under this contract, whether complete or partially complete.

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

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

b. **Termination for Default**

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

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

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

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

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

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

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

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

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

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

In the event of termination due to CITY breach, the PROFESSIONAL is entitled to invoice CITY and to receive full

payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the PROFESSIONAL through the effective date of termination action. Owner agrees to hold PROFESSIONAL harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

10. **INSURANCE**

The PROFESSIONAL will maintain throughout this Agreement the following insurance:

a. The PROFESSIONAL shall provide evidence of required minimum insurance by providing the CITY an ACORD or other Certificate of Insurance in forms acceptable to the CITY before any work under the Agreement begins.

b. The original of each such policy of insurance, or a complete duplicate, shall be delivered to CITY by PROFESSIONAL prior to starting work, together with evidence that the premiums have been paid.
c. All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least "A."
d. The PROFESSIONAL shall require its subconsultants or subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractor's work.
e. 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.
f. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the PROFESSIONAL'S interests or liabilities, but are merely required minimums.
g. All liability insurance, except professional liability, shall be written on an occurrence basis.
h. The PROFESSIONAL waives its right of recovery against the CITY to the extent permitted by its insurance policies.
i. Insurance required of the PROFESSIONAL, or any other insurance of the PROFESSIONAL shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims, which arise out of the agreement, contract or lease.
j. Except for workers' compensation and professional liability, the PROFESSIONAL'S insurance policies shall be endorsed to name the CITY OF LEESBURG as additional insured to the extent of the agreement, contract or lease.
k. The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows:

City of Leesburg
Attention: Mike Thornton, Purchasing Manager
P.O. Box 490630, Leesburg, Florida 34749-0630

l. The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
m. The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.
n. The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.
o. The PROFESSIONAL, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the PROFESSIONAL' S liability coverage(s).

11. **INDIVIDUAL LIABILITY**

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

12. **INDEMNIFICATION**

The PROFESSIONAL shall indemnify the CITY and hold it, its officers, and its employees harmless from liabilities, losses, and costs, including, but not limited to, reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the PROFESSIONAL and persons employed or utilized by the PROFESSIONAL in the performance of this Agreement. The liability of the PROFESSIONAL shall, however, be limited to one million and 00/100 dollars ($1,000,000.00) per occurrence, the PROFESSIONAL shall not be obligated to indemnify the CITY against losses arising from the negligence, or willful, wanton, or intentional misconduct of the CITY, its officers, agents and employees.

13. **CODES, LAWS, AND REGULATIONS**

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

14. **PERMITS, LICENSES, AND FEES**

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

15. **ACCESS TO RECORDS**

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

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

16. **PUBLIC RECORDS RETENTION**

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

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

17. **CONTINGENT FEES PROHIBITED**

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

18. **OWNERSHIP OF DOCUMENTS**

ALL DATA, SPECIFICATIONS, CALCULATIONS, ESTIMATES, PLANS, DRAWINGS, CONSTRUCTION documents, photographs, summaries, reports, memoranda, and other

documents, instruments, information and material prepared or accumulated by the PROFESSIONAL (or by such sub-consultants and specialty consultants) in rendering services hereunder shall be the sole property of the CITY who may have access to the reproducible copies at no additional cost other than printing. Provided, that the PROFESSIONAL shall in no way be liable or legally responsible to anyone for the CITY's use of any such materials for another PROJECT, or following termination. All original documents shall be permanently kept on file at the office of the PROFESSIONAL.

19. **INDEPENDENT CONTRACTOR**

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

20. **ASSIGNMENT**

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

21. **NO THIRD-PARTY BENEFICIARIES**

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

22. **JURISDICTION**

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

23. **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 an act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, pandemic, 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.

24. **NON-APPROPRIATION**

The PROFESSIONAL understands and agrees that the Contract is subject to the availability of funds to the CITY to purchase the specified products/services. As used herein, a "non-appropriation" shall be defined as an occurrence wherein the CITY, in any fiscal period, does not allocate funds in its budget for the purchase of the specified products/services or other amounts owed pursuant to this Contract, from the source of funding which the CITY anticipates using to pay its obligations hereunder, and the CITY has no other funds, from sources another than ad valorem taxes, which it deems to be available to pay its obligations under this Contract. The CITY may terminate this Contract, with no further liability to the PROFESSIONAL, effective the first day of a fiscal period provided that:

a. A non-appropriate has occurred, and;

b. The CITY has provided the PROFESSIONAL with written notice of termination, not less than fifteen (15) days before the proposed termination date. Upon the occurrence of such non-appropriation the CITY shall not be obligated for payment for any fiscal period for which funds have not been appropriated.

25. **CONTACT PERSON**

The primary contact person under this Agreement for the PROFESSIONAL shall be Jason Diehl, P.E., LEED AP – Project Manager (email: mscullion@halff.com). The primary contact person under this Agreement for the CITY shall be James Grindrod, Facilities Maintenance Manager (email: james.grindrod@leesburgflorida.gov).

26. **NOTICES**

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

To the PROFESSIONAL:
OCI Associates, Inc.
Attn: Jason Diehl, P.E., LEED AP
Project Manager
Email: jdiehl@ociassociates.com
407-332-5110

To the CITY:
City of Leesburg
Attn: Aaliyah Davis – Purchasing Manager

27. **APPROVAL OF PERSONNEL**

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

28. **EMPLOYMENT ELIGIBILITY**

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

29. **ILLEGAL ALIEN LABOR**

The PROFESSIONAL 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. CM/GC shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into an Agreement with a subcontractor that fails to certify to the CM/GC that the subcontractor is following the terms stated within. The CM/GC nor any subcontractor employed by him shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. CM/GC 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 CM/GC. Failure to meet this requirement may result in termination of the Agreement by the CITY.

30. **SUBCONTRACTORS**

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

31. **DISCLOSURE OF CONFLICT**

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

32. **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.

33. **AUTHORITY TO OBLIGATE**

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

[*Signature page follows*]

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

OCI ASSOCIATES, INC.

_____

_____
Title

THE CITY OF LEESBURG, FLORIDA

_____
Mike Pederson, Mayor

ATTEST:

_____
J. Andi Purvis, City Clerk

Approved as to form and content:

_____
William Watson, City Attorney

ATTACHMENT 'A'
COMPENSATION / HOURLY RATES

OCI ASSOCIATES, INC.

CLASSIFICATION	HOURLY RATE
Principal	$210.00/hour
Registered Professional Engineer	$195.00/hour
Senior Project Manager	$170.00/hour
Senior Project Engineer	$170.00/hour
IT / AV Systems Design Engineering	$160.00/hour
Lighting Design Engineering	$160.00/hour
Project Engineer	$135.00/hour
Senior Designer	$110.00/hour
Designer	$ 90.00/hour
CAD Operator	$ 80.00/hour
Clerical	$ 70.00/hour



ATTACHMENT 'B'
POTENTIAL SCOPE OF SERVICES

The City would expect the Professional to determine the tasks and sub-tasks necessary to provide the desired services.

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

a. Project Administration

b. HVAC System Assessment

c. Proposed HVAC System Improvements and Recommendations

d. Plans, Specifications, and Estimates

e. Additional Services

[*END OF ATTACHMENT 'B'*]

ATTACHMENT 'C'
FEDERAL CONTRACT PROVISIONS

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

ACCESS TO RECORDS AND REPORTS

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

ENERGY CONSERVATION REQUIREMENTS

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

COPELAND "ANTI-KICKBACK" ACT

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

DAVIS-BACON REQUIREMENTS

Not Applicable

EQUAL OPPORTUNITY CLAUSE

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

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

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

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

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

(5) PROFESSIONAL will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

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

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

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

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

3. Withholding for Unpaid Wages and Liquidated Damages.

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

4. Subcontractors.

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

BREACH OF CONTRACT TERMS

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

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

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

ATTACHMENT 'C'
FEDERAL CONTRACT PROVISIONS

CLEAN AIR AND WATER POLLUTION CONTROL

PROFESSIONAL agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). PROFESSIONAL agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA).

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

[*END OF ATTACHMENT 'C'*]

220243 - PROFESSIONAL SERVICES - MECHANICAL ENGINEER

Project Overview

Project Details	
Reference ID	220243
Project Name	PROFESSIONAL SERVICES - MECHANICAL ENGINEER
Project Owner	Aaliyah Davis, MBA,FCCM,CPP
Project Type	RFSQ
Department	Procurement
Budget	
Project Description	The City of Leesburg, Florida desires to contract for continuing engineering services for a mechanical engineer for Heating, Ventilation, and Air Conditioning (HVAC) and mechanical systems. The City is requesting qualifications from qualified professional mechanical engineer.
Open Date	Aug 15, 2022 9:00 AM EDT
Close Date	Sep 13, 2022 2:00 PM EDT

Highest Scoring Supplier	Score
OCI Associates, Inc.	**87.67 pts**

Seal status

Requested Information	Unsealed on	Unsealed by
SECTION 0 - LETTER OF INTRODUCTION & TRANSMITTAL (Unscored)	Sep 19, 2022 7:45 AM EDT	Aaliyah Davis, MBA,FCCM,CPP
SECTION 1 - PROJECT APPROACH & FIRM EXPERIENCE	Sep 19, 2022 7:45 AM EDT	Aaliyah Davis, MBA,FCCM,CPP
SECTION 2 - EXPERIENCE OF KEY PERSONNEL	Sep 19, 2022 7:45 AM EDT	Aaliyah Davis, MBA,FCCM,CPP
SECTION 3 - COMPANY PROJECT EXPERIENCE	Sep 19, 2022 7:45 AM EDT	Aaliyah Davis, MBA,FCCM,CPP
SECTION 4 - ADDITIONAL INFORMATION	Sep 19, 2022 7:45 AM EDT	Aaliyah Davis, MBA,FCCM,CPP
SECTION 5 - FIRM QUALIFICATIONS	Sep 19, 2022 7:45 AM EDT	Aaliyah Davis, MBA,FCCM,CPP
EXCEPTIONS TO THE SOLICITATION	Sep 19, 2022 7:46 AM EDT	Aaliyah Davis, MBA,FCCM,CPP

Conflict of Interest

DECLARATION You have been appointed as an Evaluation Committee member for this Solicitation. Please review the following information related to Conflict of Interest and Code of Conduct for committee members. Acknowledge your acceptance of these requirements by electronically signing in the place indicated. ### CONFLICT OF INTEREST Please read the following information regarding Conflict of Interest to determine if you have any conflicts or potential conflicts which may preclude you from serving on this committee. <u> Conflict of Interest </u> “Conflict of Interest” or “Interest” is defined as a situation in which a Committee member (you) has, or appears to have, a financial relationship or family relationship with a Proposer. “Financial Relationship” includes involvement of the Committee Member and a Proposer in a current partnership, joint venture, company, or corporation, and any other relationship that could make it appear that the Committee Member would obtain a monetary benefit if the Proposer were to be awarded a contract as a result of the evaluation. “Family Relationship” or “Immediate Family” is defined as spouse, father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, step-mother, step-father, step-son, step-daughter,

step-brother, step-sister, half-brother or half-sister, or domestic partner. 1. I certify, to the best of my knowledge, I have no financial relationship or family relationship of any kind with any Proposers under consideration, which might appear to create a conflict of interest. 1. I certify that I am not employed by nor do I have any arrangement for future employment with any Proposers under consideration. 1. I certify that I will not solicit or accept gratuities, favors, or anything of monetary value, of any amount, from any Proposers under consideration. 1. I certify to the best of my knowledge that I have not had discussions, conversations, offers, agreements or arrangements for future employment with any Proposers under consideration. ### CODE OF CONDUCT <u> Applicability of the Florida Sunshine Law </u> I acknowledge I have been informed and am aware the State of Florida Sunshine Law applies to meetings of the evaluation committee where decisions for recommendations to the Leesburg City Commission apply. I further recognize that discussions between committee members regarding this solicitation outside of publicly noticed Evaluation Committee meetings is prohibited and in violation of the State of Florida Sunshine Law. All questions from myself and the other evaluation committee members are required to be directed to the Source Selection Coordinator (Purchasing). <u> Restricted Communications / Cone of Silence </u> I acknowledge that to insure the proper and fair evaluation of a submittal, the City of Leesburg prohibits any communication between any City employee, representative, or official other than the Source Selection Coordinator (Purchasing) prior to the time of contact award(s) by the Leesburg City Commission. Communication between any Proposers and the City will be coordinated by the Sources Selection Coordinator in order to obtain information or clarification needed to develop a proper and accurate evaluation of the proposal(s). All communication related to this solicitation is further restricted with any entity outside the City of Leesburg. Including, but not limited to, sub-contractors of prime respondents, companies in the industry, other government agencies or utility entities, etc . . . Release or Distribution of Solicitation Information Evaluation committee members have been provided vendor responses either in hard copy or electronic format. This information, hard copy or electronic, is NOT to be reproduced or distributed under any circumstance. Some information within the proposals may be proprietary and/or confidential. Release of any information will be coordinated by the Purchasing Division after having received a formal Request for Information from the City Clerk and completion of a legal review by the City Attorney as to applicability of claims of proprietary and confidential information/content. <u> Non-Collusion </u> I acknowledge the following with regards to non-collusion in the evaluation process and my scoring: 2. The scores I assign in my evaluation will be arrived at independently and without consultation, communication, or agreement with any other Evaluator other than those discussions taking place in a publicly noticed meeting of the Evaluation Committee arranged by the Source Selection Coordinator. 2. I will not disclose my proposal scoring or comments to any other Evaluator or person, and they will not be disclosed to other Evaluators except by the Source Selection Coordinator during a publicly noticed meeting of the Evaluation Committee. 2. I will not coerce or affect the scoring of any Evaluator serving on this committee. <u> Scoring </u> 3. I agree to evaluate and score eligible proposals in accordance with the scoring matrix and the evaluation method provided by the Source Selection Coordinator. 3. I agree to provide sufficient and relevant comments to support the scores assigned by myself and in accordance with instructions provided by the Source Selection Coordinator.

Name	Date Signed	Has a Conflict of Interest?

Aaliyah Davis, MBA,FCCM,CPP	Sep 19, 2022 10:30 AM EDT	No
Neil Gaines	Sep 23, 2022 10:39 AM EDT	No
Danny Mercer	Sep 22, 2022 8:06 AM EDT	No
James Grindrod	Sep 26, 2022 11:44 AM EDT	No

Public Notices

Project Details Have Changed

Aaliyah Davis, MBA,FCCM,CPP, Sep 07, 2022 4:30 PM EDT
- Project Public Files changed Addendum No. 1 - Question & Answer File02 - Proposal Submission - Evaluation Selection

Notice of Recommendation for Award

Aaliyah Davis, MBA,FCCM,CPP, Oct 20, 2022 9:31 AM EDT
Attached is the Notice of Recommendation for Award. Feel free to contact Procurement at (352) 728-9880 with any questions regarding this Notice. Thank you, Aaliyah Davis

Project Criteria

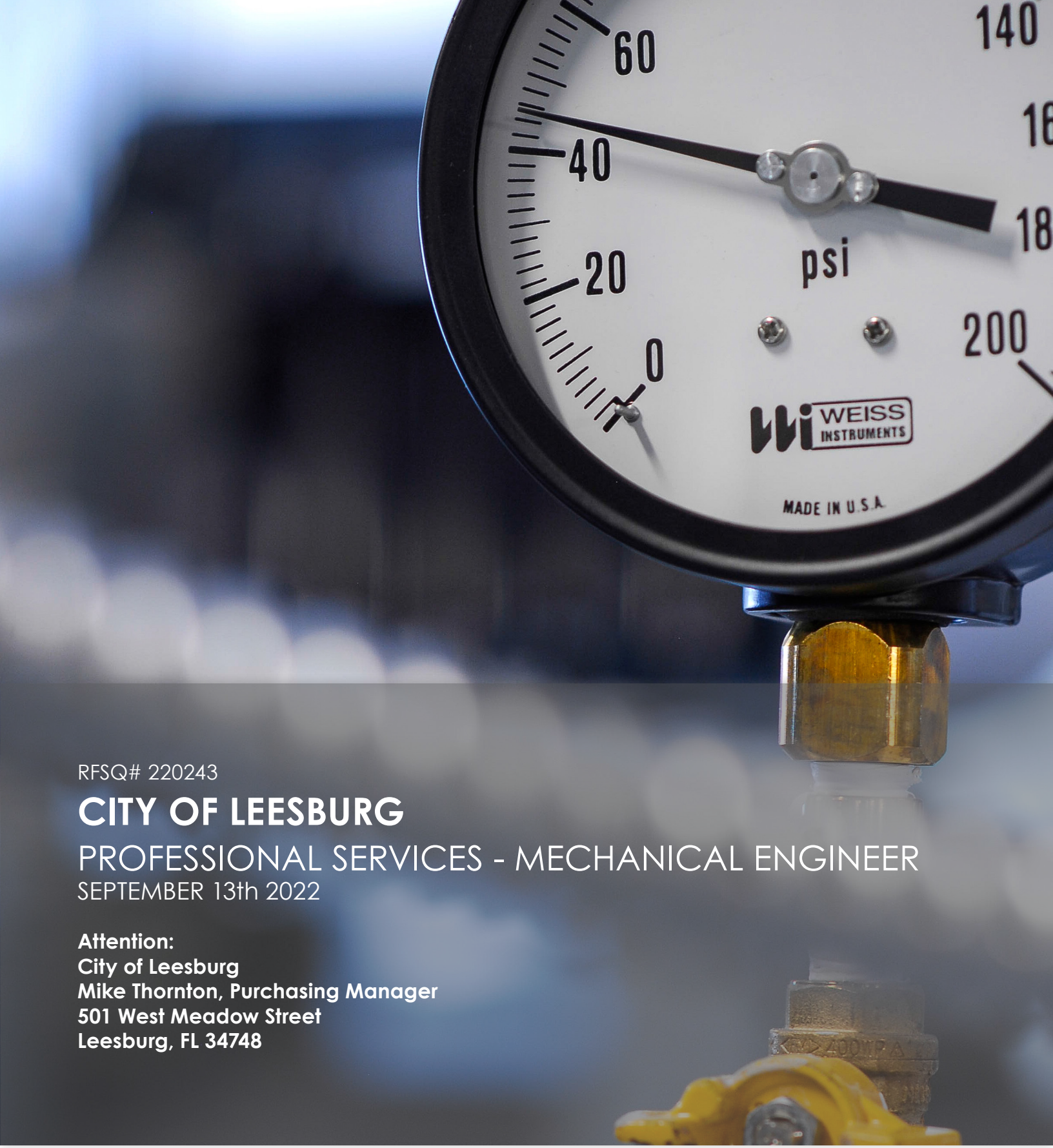
Criteria	Points	Description
SECTION 0 - LETTER OF INTRODUCTION & TRANSMITTAL	Pass/Fail	
SECTION 1 - PROJECT APPROACH & FIRM EXPERIENCE	5 pts	
SECTION 2 – EXPERIENCE OF KEY PERSONNEL	30 pts	
SECTION 3 – COMPANY PROJECT EXPERIENECE	35 pts	
SECTION 4 – ADDITIONAL INFORMATION	10 pts	
SECTION 5 – FIRM QUALIFICATIONS	20 pts	
INITIAL REVIEW/FORMS PROVIDED	Pass/Fail	
Total	**100 pts**	

Scoring Summary

Active Submissions

	Total	SECTION 0 - LETTER OF INTRODUCTION & TRANSMITTAL	SECTION 1 - PROJECT APPROACH & FIRM EXPERIENCE	SECTION 2 – EXPERIENCE OF KEY PERSONNEL	SECTION 3 – COMPANY PROJECT EXPERIENECE
Supplier	**/ 100 pts**	**Pass/Fail**	**/ 5 pts**	**/ 30 pts**	**/ 35 pts**
OCI Associates, Inc.	87.67 pts	Pass	4.167 pts	26 pts	31.5 pts

	SECTION 4 – ADDITIONAL INFORMATION	SECTION 5 – FIRM QUALIFICATIONS	INITIAL REVIEW/FORMS PROVIDED
Supplier	**/ 10 pts**	**/ 20 pts**	**Pass/Fail**
OCI Associates, Inc.	8.667 pts	17.33 pts	Pass



RFSQ# 220243

CITY OF LEESBURG

PROFESSIONAL SERVICES - MECHANICAL ENGINEER

SEPTEMBER 13th 2022

Attention:
City of Leesburg
Mike Thornton, Purchasing Manager
501 West Meadow Street
Leesburg, FL 34748

OCI ASSOCIATES, INC

600 South Orlando Avenue
Maitland, FL 32751
407.332.5110

www.ociassociates.com

September 13th, 2022

City of Leesburg
Mike Thornton, Purchasing Manager
501 West Meadow Street, Leesburg, FL 34748

RE: RFSQ 220243 Professional Services- Mechanical Engineer

Dear Mike Thornton and Members of the Selection Committee:

OCI Associates, Inc. is pleased to present our qualifications for your consideration for the City of Leesburg's Continuing Engineering Services for Heating, Ventilation, and Air Conditioning (HVAC) and mechanical systems. OCI is a full-service engineering design firm providing Mechanical, Electrical, Plumbing, Fire Protection and Low Voltage Design (MEP/FP/LV); Commissioning; and Construction Administration. Our firm is celebrating 35 years in business and is headquartered in Orlando with branch offices in Fort Pierce, Fort Myers, West Palm Beach, Tampa, Washington DC, Miami, Dallas, San Francisco and Norfolk.

OCI has been providing Continuing Services to clients for over twenty years and currently have 35 Prime MEP/FP/IT Engineering and Commissioning Continuing Service Contracts. We proudly support 15 different government agencies by providing comprehensive renovations, equipment upgrades, and retrofits. Working in partnership with facilities to maintain buildings and improve existing spaces is what makes up more than 60% of our everyday work. Our mechanical team has designed more than 500 projects for our Continuing Service Clients ranging from HVAC retrofits, AHU replacements, chiller systems, pumps, condenser water piping, cooling towers, VAV units, fans, ductwork, BAS controls and incorporating bipolar ionization and air purification systems wherever possible for better IAQ (indoor air quality). Working to reduce utility costs, creating healthier workspaces and helping our clients thru reach sustainability goals is something that our mechanical design team can do for the City of Leesburg within this contract. With over 150 HVAC replacements projects in the past 10 years, we consider ourselves an expert in this field. Below is a partial list of recent mechanical projects designed under similar contracts in the last 2 years:

- DMS WMNF HVAC Upgrades (Chiller, Pumps, AHU, Controls)
- DMS Florida State Fire College (Chiller Pipes)
- DMS Grizzle Building Phase II (5 AHU Replacements)
- DMS Daytona Beach RSC HVAC Upgrades (cooling tower, pumps, VAV, fans, controls, ductwork
- DOS FASTC Warehouse Climate Control Upgrades (DX AHU, condensing units, BAS controls)
- Brevard County Clerk of the Court (AHU Replacement, Valves, branch piping, VFD, controls)
- Okeechobee Judicial Center (Air-Cooled Chiller Renovation, AHU Upgrades and BAS Controls)
- Jupiter Community Center HVAC/FP Retrofit (Rooftop AHU Replacement, Chilled Water pump Renovation, Fire Suppression)
- Okeechobee County Facilities UV Report (County Wide Building Assessment & Report for Air Purification System Upgrades)
- Okeechobee County Health Department HVAC Feasibility Report (DX units to Air-Cooled Chiller, with AHU and VAV systems)
- Jupiter Town Hall HVAC Upgrades (Replacement of 50 VAV's and Controls, Air-Cooled Chiller)
- DMS Peterson Building (OAU Replacement of Existing Rooftop Units)
- DMS Grizzle Building HVAC & Power Upgrades (8 AHU, 8 condensers and chilled water pumps, 250kW Generator)

Our unique portfolio that includes both new construction and renovations for libraries, police stations, fire stations, emergency operation centers, judicial centers, courthouses, community and civic spaces, government offices, public works, and fleet maintenance building types. Of particular interest, this team has designed 49 projects within the Lake County area; the new Lake County Animal Shelter, Fire Stations 13 and 78, City of Fruitland Park Public Safety Complex (never built), as well as renovations to the Lake County Historical Courthouse. Currently, OCI is the Engineer of Record for the Lake County Supervisor of Elections Building, and the new 550-bed FDOC Lake Correctional Institute Inpatient Mental Facility, was recently awarded a similar MEP Continuing Services Contract with Lake County Schools and awaiting start on renovations for the DMA (Department of Military Affairs) Eustis Armory building. Specific to your needs of your contract and upcoming project, we would like to highlight OCI's engineering experience designing over 100 libraries (* denotes current project):

- St. Lucie County – New Port St. Lucie 10,000 SF Branch Library, $3.4 Mil*
- Indian River State College – Building L Library Interior Remodel & Modernization*
- Florida Gulf Coast University – 26,000 SF Interior Library Renovation & Upgrade*
- St. Lucie County – MEP System Assessment for 6,000 SF Port St. Lucie Branch Library
- Florida Atlantic University – Main Library County Kiosks Addition
- Florida Gulf Coast University – Interior Library Renovation

- Gulf Stream School – Interior Renovation of the existing 3,198 SF Library
- Daytona State College – New 84,000 SF L. Gale Lemerand Student Center & Library, $32.6 Mil
- Embry Riddle Aeronautical University – New 178,000 SF Mori Hosseini Student Union & Library, $75 Mil
- University of Florida – 1927 Historical 7-Story Smathers Library Dehumidifiers Upgrade
- Indian River State College + Indian River County – 30,000 SF Joint-Use Brackett Library, $15 Mil
- Indian River State College – Main Library HVAC Replacement
- Palm Beach State College – 49,184 SF Interior Library & Resource Center Renovation, $3.3 Mil

The key team members for the City of Leesburg's Mechanical Continuing Services Contract is comprised of 3 experienced mechanical engineers and designers and we have included an Electrical Engineer. This team has worked together for over 8 years on dozens of unique projects and challenging mechanical upgrades. They will be supported by an additional 74 staff members that are made up of registered engineers, designers, CAD and administrative ready to service your contract. Your contract will be lead by our Principal and Senior Project Manager, Jason "JD" Diehl, PE, LEED AP. JD brings 21 years of experience in design, production, quality control, and coordination of mechanical design having successfully led as the Project Manager for more than 320 projects in OCI's portfolio.

Our Mechanical Engineer of Record, Jason Smith, PE, LEED AP BD + C, CEM has overseen 54 of our firm's prime continuing service contracts providing mechanical QC/QA (quality control/quality assurance) and brings energy efficient ideas to long term sustainability goals as a Certified Energy Manager and LEED® Accredited Professional. Reza Dehkhar brings 27 years of mechanical design experience and has been managing several major mechanical upgrade projects; and recently completed two similar HVAC replacements under our current Continuing Services Contract for the Department of Management Services. Keith Liatsos, PE is the Electrical Engineer of Record for any associated electrical scope your contract may require as part of the mechanical projects. Below is a list of all personnel authorized to make representations for the proposer:

Amir Kazeminia, PE *President* Prinicipal-in-Charge	*407-332-5110* amir@ociassociates.com 600 S. Orlando Ave, Maitland, FL 32751
Jason "JD'Diehl, PE, LEED AP *Senior Project Manager* Senior Project Manager + QA/QC	*407-332-5*110 jdiehl@ociassociates.com 600 S. Orlando Ave, Maitland, FL 32751
Jason Smith, PE, LEED AP BD + C, CEM *Director of Mechanical Engineering* Mechanical Engineer of Record + QA/QC	*407-332*-5110 jsmith@ociassociates.com 600 S. Orlando Ave, Maitland, FL 32751
Reza Dehkhar *Project Engineer - Mechanical* Project Engineer - Mechanical	*407-332*-5110 rdehkhar@ociassociates.com 600 S. Orlando Ave, Maitland, FL 32751
Keith Liatsos, PE *Director of Electrical Engineering* Electrical Engineer of Record + QA/QC	*407-332-5*110 kliatsos@ociassociates.com 600 S. Orlando Ave, Maitland, FL 32751

Our team is well equipped to handle the challenges that come along with continuing service type projects including budget requirements, space restrictions, and accelerated timelines to accommodate occupied buildings. We are dedicated to supporting the City of Leesburg's needs under this contract and believe this submittal shows our team is highly qualified to provide engineering services to your community. OCI declares this letter is made without collusion with any other person or entity submitting a proposal pursuant to this RFQ. If selected, OCI will negotiate in good faith with the City of Leesburg.

Respectfully,



Amir Kazeminia, PE
President



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SECTION

1

PROJECT APPROACH & FIRM EXPERIENCE

GLOSSARY

A/E	Architectural/Engineering
AHU	Air Handling Unit
ALC	Advanced Learning Center
ASD	Autism Spectrum Disorder
AV	Audio/Visual
BCU	Blower Coil Unit
BIM	Building Information Modeling
CA	Cosntruction Administration
CAD	Computer Aided Design
CD's	Construction Documents
CEM	Certified Energy Manager
CEO	Chief Executive Officer
CEP	Central Energy Plant
CRM	Customer Relationship Management Software
Cx	Commissioning
CxA	Commissioning Authority
DCP	Design Criteria Package
DD's	Design Development
Dept.	Department
DMS	Department of Management Services
EEOR	Electrical Engineer of Record
EOR	Engineer of Record
ESE	Exceptional Student Education
Etc.	Etcetera
EXP.	Expires
FA	Fire Alarm
FEFPA	Florida Educational Facilities Planners Association
FP	Fire Protection
HCPS	Hillsborough County Public Schools
HVAC	Heating, Ventilation, and Air Conditioning
IAQ	Indoor Air Quality
IDIQ	Indefinite Delivery/Indefinite Quantity
ITS	Information Technology Systems
LDB	Local Developing Business
LED	Light-emitting Diode
LEED AP	LEED Accredited Professional
LP	Liquified Gas
LV	Low Voltage
MBE	Minority Business Enterprise
MDC	Miami Dade College
MDF	Main Distribution Frame
MEOR	Mechanical Engineer of Record
MEP	Mechanical, Electrical, Plumbing
Mil	Million
NICET	National Institute of Certification Engineering Technologies
CAD	Computer-aided Design
OCI	OCI Associates, Inc.
OCPS	Orange County Public Schools
O&M	Operation & Maintenance
PE	Professional Engineer
PM	Project Manager
QA/QC	Quality Assurance/Quality Control
RCDD	Registered Communications Distribution Designer
RFI	Request for Information
SCPS	Seminole County Public Schools
SDOC	School District of Osceola County
SDVOSB	Service Disabled Veteran Owned Small Business
SFO	San Francisco Airport
VAV	Variable Air Volume
VCS	Volusia County Schools
WBE	Women Business Enterprise
WPB	West Palm Beach

a. PROJECTS FOR GOVERNMENT

OCI has successfully designed ***more than 330 projects*** for government owners in the last 35 years, with more than 150 projects for ***39 government agencies as the prime consultant.***

1. Brevard County
2. Bonita Springs
3. City of Casselberry
4. Campbell City
5. Captiva Island
6. City of Ft. Pierce
7. City of Ft. Myers
8. City of Greenacres
9. City of Hollywood
10. City of Marco Island
11. City of Naples
12. City of Oviedo
13. Palm Beach Gardens
14. City of Vero Beach
15. City of West Palm Beach
16. City of Winter Haven
17. Collier County
18. Dept. of Military Affairs
19. Dept. of Management Services
20. Florida Dept. of Corrections
21. Glades County
22. Hernando County
23. Hillsborough County
24. Immokalee County
25. Lake County
26. Lee County
27. City of Maitland
28. Marion County
29. Martin County
30. Osceola County
31. Okeechobee County
32. Palm Coast
33. Palm Beach County
34. Pinellas County
35. Polk County
36. Plant City
37. St. Lucie County
38. Town of Jupiter
39. Volusia County

In serving a city with multiple facilities, we have found that most of their concerns are maintaining and/or improving the existing conditions to better serve their staff and community.

We are well versed in every aspect of a project including pre-design, site analysis, design development, construction documents, site supervision, and project closeout. Our projects consist of new and retrofit design solutions. Renovations and retrofit projects are a large part of our work and are usually the most interesting since they generally require the most experience to execute properly. Below is a partial list of municpal facility types we have engineered for these owners that fall under regulatory oversight by Government Agencies:

- Aviation Terminals
- City/Town Halls
- Community Center
- Courthouses
- Data Centers
- Emergency Operations Centers
- Medical Examiners
- Fire Stations
- Fleet Maintenance Facilities
- Judicial Centers
- Justice Centers
- Police Stations
- Public Libraries
- Public Safety Facilities
- Public Works Complexes
- Sheriff's Offices
- Parks/Recreation
- Supervisor of Elections
- Tax Collectors Offices
- Water & Waste Facilities

b. PROJECT APPROACH

We apply the below methodology on every mechanical and HVAC project, big or small, to make them a success!

- ✓ **Consistent Team** from design through construction
- ✓ **Above & Beyond** service for our clients
- ✓ **Partnership** with the Owner and project team
- ✓ **Instant Access** to the project team and documents
- ✓ **Ownership** of the project
- ✓ **Communication** internally and externally

Our team follows the proven 10-step approach to our mechanical projects as detailed below:

STEP 1 | KICK OFF MEETING

OCI's Project Manager (PM) will schedule a kick off meeting with the Owner, design team, and subconsultants to review the project scope and any of the Owner's important considerations such as system deficiencies, projected capacity & use, sustainability goals, schedule, and budget. At this time, our PM will obtain any Owner design guidelines.

STEP 2 | REVIEW AS-BUILTS

While OCI does not rely solely on as-built documents, they provide a useful snapshot of the site and systems at a moment in time. Our team conducts a thorough review of the as-builts and any additional documents provided to gauge the conditions before the initial site visit.

STEP 3 | SITE INVESTIGATION

OCI schedules and completes a site visit with field measurements to ensure we have a complete picture of the existing conditions. The team will meet with the site's Maintenance staff to ascertain any maintenance and system concerns. This investigation includes considerations of wall and opening modifications to accommodate equipment removal/ replacement and new code requirements.

STEP 4 | MODIFY SCOPE

Based on site observations and conversations with the Owner's staff, OCI will modify the scope as needed. A comprehensive and detailed scope is essential to schedule development and cost control. OCI's PM will review all scope items with the Owner.

STEP 5 | DETERMINE SYSTEM NEEDS

OCI details the necessary systems for the project, identifies long-lead items for pre-purchase, and creates a cost estimate for the Owner.

STEP 6 | DESIGN DOCUMENTS

OCI proceeded through the traditional phases of design with Owner reviews scheduled after each submission:

1. Schematic Design (SDs)

2. Design Development (DDs)
3. 100% Construction Documents (CDs)
4. Permit Set

During each phase of design, we complete the below quality control checks:

- Mechanical and Electrical Engineer of Record review
- OCI Project Manager review
- Owner review comments
- Internal commissioning team review, if needed

OCI maintains licenses to the below Autodesk design softwares:

- ✓ AutoCAD 2022
- ✓ Revit 2019 through 2023
- ✓ BIM 360

Our team utilizes the below methods to ensure high quality construction documents:

- Quality Control checklists
- Owner Design Guidelines
- Building Codes
- Weekly design team meetings for idea generation, project coordination, and overcoming challenges.

STEP 7 | BIDDING & PERMITTING

OCI provides the Owner with construction documents in their preferred format. Our PM assists the Owner with the bidding process by participating in pre-bid meetings and evaluation of bids as needed.

STEP 8 | GMP NEGOTIATIONS

OCI assists the Owner with GMP negotiations, as needed.

STEP 9 | CONSTRUCTION

OCI's PM works with the selected Construction Manager (CM) to schedule regular site visits to perform Construction Administration (CA). The actual project designers and engineers perform CA – resulting in better field coordination with Contractors and subconsultants, and a reduction in errors and omissions. Our team will work with the CM and Contractors to note any issues and ensure they are resolved as required. OCI's PM will field requests for information (RFIs) from the CM and respond in a timely manner.

Project Closeout Procedures:

1. Manage the project closeout process and ensures completion and accuracy of engineering and construction tasking, system testing, requests for information (RFI's), change management, closeout and supporting documentation
2. Ensures final construction details are completed and that required testing is conducted and approved
3. Ensures As-Builts and O&M Manuals are completed
4. Monitors equipment start up
5. Schedules Conditional Acceptance inspection with Construction Management, others as required
6. Ensures final planned versus actual budget information is complete
7. Ensures punch list items are assigned to responsible parties
8. Posts the following documents to document control; RFIs, Submittals, Change Orders, Meeting Minutes, As-Builts, O&M Manuals, Punch Lists, Commissioning Reports, Lessons Learned, Relevant Contract Documents

STEP 10 | 1-YEAR WARRANTY

We understand the importance of longevity for the systems we design and the integral part that the Contractor's warranty period. Our team is available during the 1-year warranty period to ensure system performance and assist the Owner with any questions or concerns. We coordinate a walk-through with all stakeholders and the contractor within one month of the closeout of the warranty period.

Most importantly, even after the warranty period is over should a need arise, OCI will be there to assist you. OCI's goal is to always be an extension of your facilities team!

c. OUR EXPERIENCE

OCI is well versed in the responsibilities as the Prime Consultant and has led the charge on ***more than 550 projects in the past 10-years*** managing architectural, civil and structural subconsultants for a variety of markets. While these projects are typically under our continuing services contracts and have a construction budget under $4 million, we have managed several larger projects as the prime up to $76 million in budget. ***We are currently providing services for 35 prime and active contracts.*** We provide facility master plans and client-requested peer reviews of existing designs for enhanced quality control.

We understand not only the basic fundamentals of small projects, but we know how to manage these projects and take pride in providing the best performance for each of our clients.

OCI offers a wide variety of services including complete design; specification and construction administration of systems for heating-ventilating-and-air conditioning (HVAC); electrical systems including power, lighting, fire alarm, security,

telecommunications, and IT/AV Systems; plumbing systems of all kinds; and fire protection systems for both high-rise and low-rise structures. Additionally, we provide facility master plans and client-requested peer reviews of existing designs for enhanced quality control.

d. OUR UNIQUE ABILITIES

At OCI, we encompass energy efficiency design, green initiatives, solar design, wind turbine power, and smart building design to help facilities become LEED® certified with the USGBC or Green Globes Certified.

CERTIFIED ENERGY MANAGER

As part of our role in green building, we utilize our in-house Certified Energy Managers: Jason Smith, PE, LEED AP BD+C, CEM and Carmine Rende Jr., PE, LEED AP, CEM, CxA. They have demonstrated high levels of experience, competence, proficiency, and ethical fitness in the energy management profession.

Certified Energy Managers perform energy audits to provide supply and demand-side energy management to get the best cost per kW; consumption management to lower overall energy use; economic analysis to determine system upgrade paybacks, and provides greening recommendations to help companies minimize their impact on the environment. Energy Managers also provide a focused energy perspective to new construction and renovation designs for HVAC, electrical, and plumbing design documents incorporating energy efficient concepts from the beginning of the project.

LEED® CERTIFIED

OCI's mechanical, electrical, and plumbing design efforts have always incorporated innovative techniques to maximize energy efficiency, and we are committed to staying informed of current standards and new methods to incorporate green building design principles into all our projects. We require all of our professionals to pursue (LEED® AP) Certification and encourage the rest of our technical staff to participate in the certification program.

OTHER GREEN INITIATIVES

The OCI team supports other green building initiatives such as Net Zero and the Green Globes System. The Green Globes system is a revolutionary building environmental design and management tool. It delivers an online assessment protocol, rating system and guidance for green building design, operation, and management. It is interactive, flexible, and affordable. The program provides market recognition of a building's environmental attributes through third-party verification. Green Globes facilitates multi-disciplinary collaboration from the earliest stages of a project onward and introduces the elements of sustainability in a logical sequence from goal setting to construction documents and building operations.

1. Pollution Prevention
2. Green & Wellness Solutions
3. Germicidal UltraViolet Light
4. HVAC Solutions
5. Mechanical & Electrical High Performance Design
6. Antimicrobial Lighting
7. Sustainable Design
8. Energy Conservation
9. Pollution Prevention

OCI has designed over 60 LEED or Green Globe rated buildings in the past 10 years that have ranged from Gold to certified per each Owner goals for the project.

Once again, these standards have created a benchmark for Net Zero; as these goals were being set, met and in many cases overachieved, leaving design professionals room to push the boundaries further. Most new buildings today are designed and built in a manner that makes them meet these base line in LEED and Green Globe standards without going thru the process of having the building certified. With the principals being similar in Net Zero design; these five key functions create a Best-Practices-Approach:

- ✓ **Sustainable Sites**
- ✓ **Materials & Resources**
- ✓ **Water Efficiency**
- ✓ **Indoor Environmental Quality**
- ✓ **Energy + Atmosphere**
- ✓ **Building Occupant and Usage**

COMMISSIONING

OCI Engineering, LLC, is a Professional Consulting Engineering Design Firm located in Gainesville Florida. Our Commissioning firm is a certified as a HUBZone offering mechanical, electrical (IT/AV), plumbing, fire protection engineering design, commissioning, and construction administration.

Our team has ***commissioned more than 120 projects*** in the last 10 years. Our efforts have included Fundamental Commissioning, Enhanced Commissioning, Retro-Commissioning and Re-Commissioning for LEED facilities, new construction, and retrofit projects for government entities, K-12 school districts, higher education institutions, and more.

ARCHITECT–ENGINEER QUALIFICATIONS

PART I–CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION (CITY AND STATE)
City of Leesburg Professional Services - Mechanical Engineer, *Leesburg Florida*

2. PUBLIC NOTICE DATE	3. SOLICITATION OR PROJECT NUMBER
September 13th, 2022	RFQ 220243

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE
Amir Kazeminia, PE *President*

5. NAME OF FIRM
OCI Associates, Inc.

6. TELEPHONE NUMBER	7. FAX NUMBER	8. E-MAIL ADDRESS
407-332-5110	407-332-7704	amir@ociassociates.com

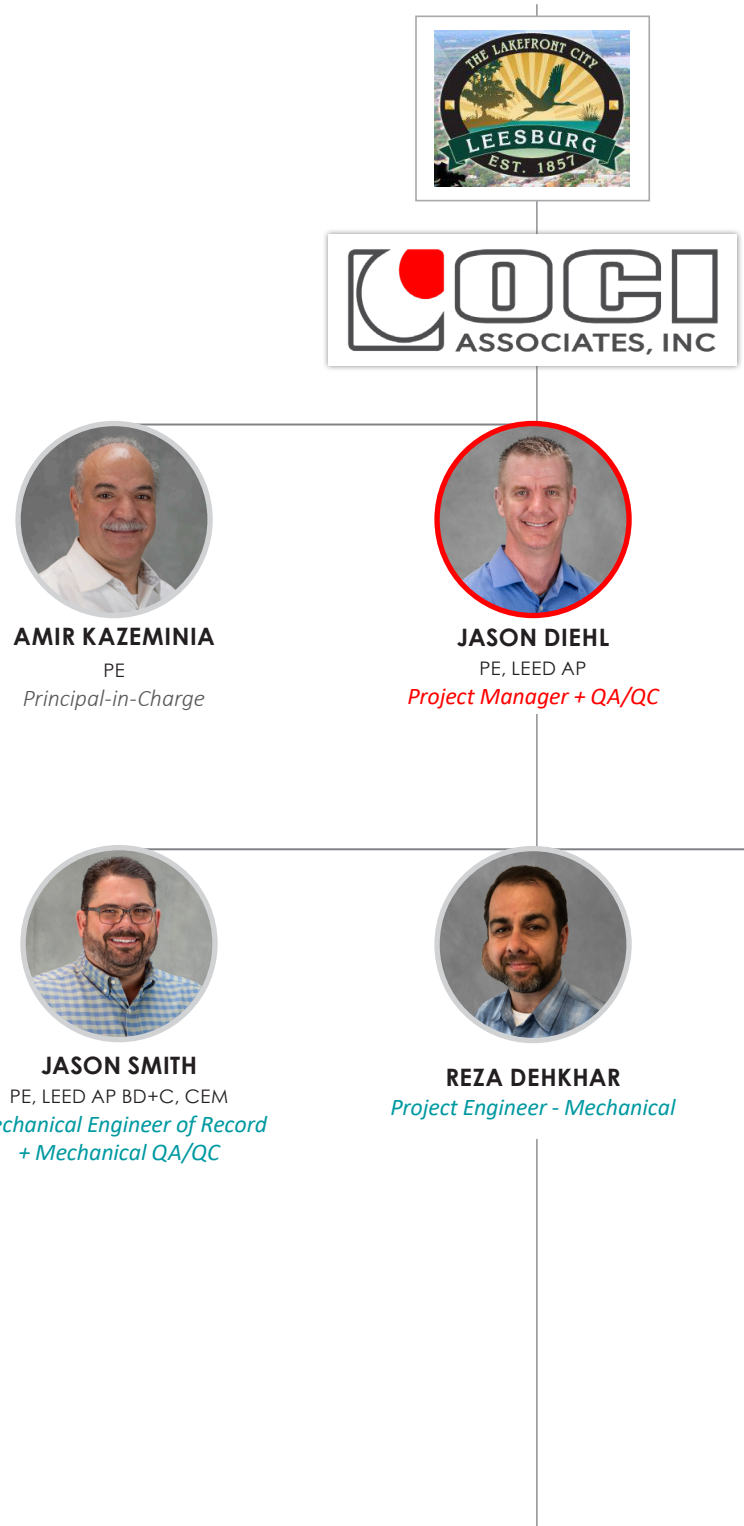
C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	(CHECK))			9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V PARTNER	SUBCONTRACTOR			
a.				OCI Associates, Inc. CHECK IF BRANCH OFFICE	600 S. Orlando Avenue Maitland, FL 32751	Project Management + QA/QC Mechanical Engineer of Record Electrical Engineer of Record MEP/FP/ITS/AV Design Construction Administration
b.				CHECK IF BRANCH OFFICE		
c.				CHECK IF BRANCH OFFICE		
d.				CHECK IF BRANCH OFFICE		
e.				CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM ☑ *(ATTACHED)*

D. ORGANIZATIONAL CHART



+ 74 PERSON SUPPORT TEAM OF
Engineers, Designers, BIM, Commissioning, CAD, and Administration



SECTION

2

EXPERIENCE OF KEY PERSONNEL

GLOSSARY

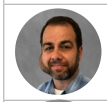
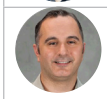
A/E	Architectural/Engineering
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DCP	Design Criteria Package
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FP	Fire Protection
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LEED AP	LEED Accredited Professional
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MBE	Minority Business Enterprise
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MDF	Main Distribution Frame
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MEP	Mechanical, Electrical, Plumbing
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RFI	Request for Information
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SDOC	School District of Osceola County
SDVOSB	Service Disabled Veteran Owned Small Business
SFO	San Francisco Airport
VAV	Variable Air Volume
VCS	Volusia County Schools
WBE	Women Business Enterprise
WPB	West Palm Beach

a. LISIT OF KEY PERSONNEL

List of personnel and project roles listed within chart below.

b. STATEMENT OF COMMITTMENT

OCI is proud to be one of the few engineering firms that ***maintain the design engineer as the construction administrator.*** Keeping this in mind during the design process leads to increased field coordination with contractors and subconsultants, and a reduction in errors and omissions. We ensure the same team that designs your project will be the same team through construction!

List of Key Personnel + Project Roles with anticipated percentage of time committed.	Project Management & Oversight	Project Schedule & Budget Control	Quality Control	Project Design	Attend Meetings & Site Visits	Construction Administration
 **Amir** Kazeminia, PE *Principal-in-Charge*	15%					
 **Jason "JD"** Diehl, PE, LEED AP *Project Manager + QA/QC*	50%	30%	30%	45%	45%	20%
 **Jason** Smith, PE, LEED AP BD+C, CEM *Mechanical EOR QA/QC*			30%	30%		
 **Reza** Dehkhar *Project Engineer - Mechanical*				45%	45%	20%
 **Keith** Liatsos, PE *Electrical EOR + QA/QC*			30%	30%		

c. ORGANIZATION CHART

d. ASPECTS OF PROJECT



AMIR KAZEMINIA
PE
Principal-in-Charge

Pre-Construction
- *Design Review*
- *Constructability Issues*
- *Cost Model Estimates*
- *ODP Equipment Procurement*

Construction
- *Claims Resolution*
- *Payment Approval*



JASON DIEHL
PE, LEED AP
Project Manager + QA/QC

Pre-Construction
- *Design Review*
- *Constructability Issues*
- *Cost Model Estimates*
- *Schedule*
- *Value Analysis*
- *ODP Equipment Procurement*

Construction
- *Construction Administration*
- *OAC Meetings*
- *Safety + QA/QC*
- *Shop Drawing Review*
- *Change Order Review*
- *Claims Resolution*
- *Schedule Control*
- *Payment Approval*



JASON SMITH
PE, LEED AP BD+C, CEM
Mechanical Engineer of Record + Mechanical QA/QC

Pre-Construction
- *Design Review*
- *Constructability Issues*
- *Cost Model Estimates*
- *Value Analysis*

Construction
- *Safety + QA/QC*



REZA DEHKHAR
Project Engineer - Mechanical

Pre-Construction
- *Mechanical Design*

Construction
- *Construction Administration*
- *OAC Meetings*
- *Safety*
- *Shop Drawing Review*



KEITH LIATSOS
PE
Electrical Engineer of Record + Electrical QA/QC

Pre-Construction
- *Design Review*
- *Constructability Issues*
- *Cost Model Estimates*
- *Value Analysis*

Construction
- *Safety + QA/QC*

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Amir Kazeminia, PE *President*	**Principal-in-Charge** (PIC) + **QA/QC** **Federal Agency Security Clearance*	a. TOTAL **38**	b. WITH CURRENT FIRM **34**

15. FIRM NAME AND LOCATION (City and State)
OCI Associates, Inc., Maitland, Florida

16. EDUCATION (Degree and Specialization)	17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)
Bachelor of Science, Mechanical Engineering, University of Central Florida	Professional Engineer Florida #42619

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations. Training, Awards, etc.)*

Amir is currently the Principal-in-Charge of 36 Continuing Services Contracts with local and federal governments, K-12 clients, State Colleges and Universities. He is highly involved in contract negotiations, kick-off meetings, QA/QC, reducing utility costs, and advocating for long term ideas to create a more sustainable buildings for Owners. Throughout the past 30 years, Amir has built and established relationships and provided engineering and commissioning services on ***54 different Continuing Service Contracts*** working with Facilities to maintain existing government spaces. For your contract, Amir will ensure the QA/QC for the City of Leesburg's continuing assessments and projects.

36 Prime Continuing Services Contracts | 14 Government Continuing Services Contracts | 332 Total Government + Public Works Projects

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION (City and State)
Florida Department of Management Services Prime MEP Continuing Services Contract
Central Region, Florida

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Current/Ongoing	Current/Ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

☑ *Check if project performed with current firm*

Continuing Services Contract | 2018 - Current | Projects under $4 million | MEP/FP Design | As ***Principal-in-Charge***, Amir leads our Prime Continuing Services Contract overseeing the QA/QC for FL DMS. OCI has designed ***6 projects since 2019*** including HVAC and power upgrades, OAU replacements, generator replacements and modernizations to multiple public works facilities.

b.

(1) TITLE AND LOCATION (City and State)
Volusia County Schools Prime M/E Continuing Contract
Volusia County, DeLand, Florida

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Current/Ongoing	Current/Ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

☑ *Check if project performed with current firm*

Continuing Services Contract | 2014 - Current | Projects under $4 million | M/E Design | As ***Principal-in-Charge***, Amir leads our Prime Continuing Services Contract overseeing the QA/QC for the designs of ***9 projects engineered*** in the last 8 years. Additionally, OCI has a ***22-year history with VCS*** as both a prime consultant and subconsultant to architectural firms.

c.

(1) TITLE AND LOCATION (City and State)
Orange County Public Schools Prime MEP/FP/Cx Continuing Contract
Orange County, Orlando, Florida

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Current/Ongoing	Current/Ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

☑ *Check if project performed with current firm*

Continuing Services Contract | 2016 - Current | Projects under $4 million | MEP/FP/Cx Design | As ***Principal-in-Charge***, Amir leads our Prime Continuing Services Contract overseeing the QA/QC for the designs of more than ***20 projects engineered*** in the last 5 years. Additionally, OCI has a ***20-year history with OCPS*** as both a prime consultant and subconsultant to architectural firms.

d.

(1) TITLE AND LOCATION (City and State)
School District of Osceola County Prime MEP/FP/Cx Continuing Contract
Osceola County, Kissimmee, Florida

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Current/Ongoing	Current/Ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

☑ *Check if project performed with current firm*

Continuing Services Contract | 2012 - Current | Projects under $4 million | MEP/FP/Cx Design | As ***Principal-in-Charge***, Amir leads our Prime Continuing Services Contract overseeing the QA/QC for the designs of ***28 projects engineered*** in the last 10 years. Additionally, OCI has a ***21-year history with SDOC*** as both a prime consultant and subconsultant to architectural firms.

e.

(1) TITLE AND LOCATION (City and State)
Hillsborough County Public Schools Prime MEP/FP/Cx Continuing Contract
Hillsborough County, Tampa, Florida

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Current/Ongoing	Current/Ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

☑ *Check if project performed with current firm*

Continuing Services Contract | 2011 - Current | Projects under $4 million | MEP/FP/Cx Design | As ***Principal-in-Charge***, Amir leads our Prime Continuing Services Contract overseeing the QA/QC for the designs of HVAC renovations, capital renewals, fire system upgrades, and more. OCI has been ***working with BPS since 2009*** as both a prime consultant and subconsultant to architectural firms.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Jason "JD" Diehl, PE, LEED AP *Senior Project Manager + Mechanical Engineer*	**Project Manager, QA/QC + Senior Mechanical Engineer**	a. TOTAL **21**	b. WITH CURRENT FIRM **21**

15. FIRM NAME AND LOCATION (City and State)
OCI Associates, Inc., Maitland, Florida

16. EDUCATION (Degree and Specialization)	17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)
Bachelor of Science, Mechanical Engineering, University of Central Florida	Professional Engineer Florida #67378

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations. Training, Awards, etc.)*

Jason is a licensed Professional Engineer with over 20 years of experience in the field of mechanical engineering. His experience includes the design, production, quality control, and coordination of engineering projects ***with 18 government agencies***. As a seasoned Project Manager, JD has led the MEP team on more than 320 projects specializing in HVAC design, central energy plant, AHU replacements and utilizes energy efficiency approaches to his mechanical projects. His portfolio includes designs for ***17 of the firms Continuing Service Contracts***, and will serve as your Project Manager for the mechanical projects of your Continuing Services Contract.

17 Prime Continuing Services Contracts | 9 Government Continuing Services Contracts | 66 Total Government + Public Works Projects

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION (City and State)
Hillsborough County Public Schools Prime MEP/FP/Cx Continuing Contract
Hillsborough County, Tampa, Florida

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: Current/Ongoing
CONSTRUCTION (If applicable): Current/Ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

☑ *Check if project performed with current firm*

Continuing Services Contract | 2011 - Current | Projects under $4 million | MEP/FP/Cx Design | Serving as the ***Project Manager*** and ***Senior Mechanical Engineer*** for OCI's Prime Continuing Services Contract, JD has been involved in the mechanical designs and the QA/QC for Tampa Bay Elementary School's 73,966-square-foot Capital Renewal and the fire system upgrades to Burney Elementary School.

b.

(1) TITLE AND LOCATION (City and State)
Hernando County Schools Prime MEP/FP Continuing Contract
Hernando County, Brooksville, Florida

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: Current/Ongoing
CONSTRUCTION (If applicable): Current/Ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

☑ *Check if project performed with current firm*

Continuing Services Contract | 2021 - Current | Projects under $4 million | MEP/FP Design | Serving as the ***Project Manager*** and ***Senior Mechanical Engineer***, JD leads the team for our newest continuing services contract with Hernando County Schools. JD is currently overseeing the QA/QC and design engineering the $3.8 million dollar HVAC evaluation and upgrades to Fox Chapel Middle School.

c.

(1) TITLE AND LOCATION (City and State)
School District of Osceola County Prime MEP/FP/Cx Continuing Contract
Osceola County, Kissimmee, Florida

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: Current/Ongoing
CONSTRUCTION (If applicable): Current/Ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

☑ *Check if project performed with current firm*

Continuing Services Contract | 2012 - Current | Projects under $4 million | MEP/FP/Cx Design | Serving as the ***Project Manager*** and ***Senior Mechanical Engineer*** for this contract, JD has been involved in the mechanical designs for the designs for ***9 projects engineered*** in the last 10 years including HVAC, BCU, CEP and chiller replacements and additions, and cable replacements for 8 different campuses.

d.

(1) TITLE AND LOCATION (City and State)
Volusia County Schools Prime M/E Continuing Contract
Volusia County, DeLand, Florida

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: Current/Ongoing
CONSTRUCTION (If applicable): Current/Ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

☑ *Check if project performed with current firm*

Continuing Services Contract | 2012 - Current | Projects under $4 million | M/E Design | Serving as the ***Senior Mechanical Engineer***, for this contract, JD has been involved in the mechanical designs for the designs for $1.3 million dollar HVAC upgrade to Campbell Middle School and Terrace Elementary School's switchboard replacement.

e.

(1) TITLE AND LOCATION (City and State)
Florida Department of Management Services Prime MEP Continuing Services Contract
Central Region, Florida

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: Current/Ongoing
CONSTRUCTION (If applicable): Current/Ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

☑ *Check if project performed with current firm*

Continuing Services Contract | 2018 - Current | Projects under $4 million | MEP/FP Design | Under our current Prime Continuing Services Contract, JD is serving as the ***Senior Mechanical Engineer*** and recently completed the mechanical designs for the $182,840 replacement of the existing rooftop dedicated outside air-handling unit at the Peterson Building in Lakeland, Florida.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Jason Smith, PE, LEED AP BD+C, CEM *Director of Mechanical Engineering*	**Mechanical Engineer of Record** (MEOR) **Federal Agency Security Clearance*	a. TOTAL **32**	b. WITH CURRENT FIRM **28**

15. FIRM NAME AND LOCATION (City and State)
OCI Associates, Inc., Maitland, Florida

16. EDUCATION (Degree and Specialization)	17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)
Bachelor of Science, Electrical Engineering, University of Central Florida	Professional Engineer Florida #57743

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations. Training, Awards, etc.)*

Jason is responsible for the day-to-day operations of OCI's Mechanical Department and oversees the QA/QC design of all mechanical scopes and major milestones for our Continuing Service projects Specific to this contract, Jason serves currently as the MEOR and Project Manager for ***9 Continuing Services Contracts for government agencies*** managing the mechanical design. He brings energy efficient ideas to support long term City/County goals as a Certified Energy Manager and LEED® Accredited Professional and will support the City of Leesburg's Continuing Service Contract in the same capacity.

36 Prime Continuing Services Contracts | 9 Government Continuing Services Contracts | 332 Total Government + Public Works Projects

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Florida Department of Management Services Prime MEP Continuing Services Contract *Central Region, Florida*	PROFESSIONAL SERVICES Current/Ongoing	CONSTRUCTION (If applicable) Current/Ongoing
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	☑ *Check if project performed with current firm*	

Continuing Services Contract | 2018 - Current | Projects under $4 million | MEP/FP Design | Serving as the ***Mechanical EOR*** and ***Project Manager***, Jason leads our current Prime Continuing Services Contract overseeing the Mechanical QA/QC including the recent designs for HVAC and power upgrades, OAU replacements, generator replacements and modernizations to multiple public works facilities.

b.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Volusia County Schools Prime M/E Continuing Contract *Volusia County, DeLand, Florida*	PROFESSIONAL SERVICES Current/Ongoing	CONSTRUCTION (If applicable) Current/Ongoing
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	☑ *Check if project performed with current firm*	

Continuing Services Contract | 2012 - Current | Projects under $4 million | M/E Design | Serving as the ***Project Manager*** and ***Mechanical EOR***, Jason leads our Prime Continuing Services Contract overseeing the Mechanical QA/QC for the designs of ***9 projects*** engineered in the last 5 years including HVAC upgrades, VAV insulations, electrical replacements, systems commissioning and more.

c.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Orange County Public Schools Prime MEP/FP/Cx Continuing Contract *Orange County, Orlando, Florida*	PROFESSIONAL SERVICES Current/Ongoing	CONSTRUCTION (If applicable) Current/Ongoing
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	☑ *Check if project performed with current firm*	

Continuing Services Contract | 2016 - Current | Projects under $4 million | MEP/FP/Cx Design | Serving as the ***Project Manager*** and ***Mechanical EOR***, Jason leads our Prime Continuing Services Contract overseeing the Mechanical QA/QC for the designs of ***more than 20 projects*** engineered in the last 5 years including HVAC renovations, capital renewals, and commissioning projects.

d.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
School District of Osceola County Prime MEP/FP/Cx Continuing Contract *Osceola County, Kissimmee, Florida*	PROFESSIONAL SERVICES Current/Ongoing	CONSTRUCTION (If applicable) Current/Ongoing
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	☑ *Check if project performed with current firm*	

Continuing Services Contract | 2012 - Current | Projects under $4 million | MEP/FP/Cx Design | Serving as the ***Senior Project Manager*** and ***Mechanical EOR***, Jason leads our current contract overseeing the Mechanical QA/QC for the designs for ***28 projects engineered*** in the last 10 years including HVAC, CEP, BCU, and chiller replacements and additions for more than 17 different campuses.

e.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Hillsborough County Public Schools Prime MEP/FP/Cx Continuing Contract *Hillsborough County, Tampa, Florida*	PROFESSIONAL SERVICES Current/Ongoing	CONSTRUCTION (If applicable) Current/Ongoing
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	☑ *Check if project performed with current firm*	

Continuing Services Contract | 2011 - Current | Projects under $4 million | MEP/FP/Cx Design | Serving as the ***Senior Project Manager*** and ***Mechanical EOR***, Jason leads our current contract overseeing the Mechanical QA/QC for the HVAC renovations, capital renewals, fire system upgrades and systems commissioning projects for 5 different occupied campuses.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Reza Dehkar *Project Engineer - Mechanical*	**Project Engineer - Mechanical**	a. TOTAL **27**	b. WITH CURRENT FIRM **5**

15. FIRM NAME AND LOCATION (City and State)
OCI Associates, Inc., Maitland, Florida

16. EDUCATION (Degree and Specialization)	17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)
Bachelor of Science, Mechanical Engineering, University of Tabriz, Iran	N/A

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations. Training, Awards, etc.)*

Reza has over 27 years designing mechanical systems specializing in Central Energy Plants, Chiller Replacements, Air Handling Unit Retrofits, Chilled Water Systems, DX Units, and Energy Recovery Systems. He is actively involved in ***3 Continuing Services Contracts*** for OCI including Florida Department of Management Services, Orange County Public Schools and St. Lucie Public Schools. In the last 5 years, Reza's diverse portfolio includes the designs for ***more than 50 large and small scale projects throughout Florida*** including HVAC upgrades, AHU renovations, chiller replacements for government, education, and private owners.

3 Prime Continuing Services Contracts | 9 Total Government + Public Works Projects | 23 Mechanical Renovations/Upgrades

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Florida Department of Management Services Prime MEP Continuing Services Contract *Central Region, Florida*	PROFESSIONAL SERVICES Current/Ongoing	CONSTRUCTION (If applicable) Current/Ongoing
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	☑ *Check if project performed with current firm*	

Continuing Services Contract | 2018 - Current | Projects under $4 million | MEP/FP Design | Serving as the ***Project Engineer - Mechanical***, Reza has engineered the mechanical designs for ***6 projects*** including the Grizzle Building HVAC/power upgrades; Peterson Building OAU replacement; Daytona Beach RSC HVAC upgrades; Grizzle Building Phase II; and WMNF Radio HVAC Upgrades/Generator Replacement.

b.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
FL DMS Daytona Beach Regional Service Center HVAC Upgrades *Florida Department of Management Services, Daytona Beach, Florida*	PROFESSIONAL SERVICES Current	CONSTRUCTION (If applicable) Current
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	☑ *Check if project performed with current firm*	

Continuing Services HVAC Project | Mechanical, Electrical Design | Under our current Prime Continuing Service Contract with Florida Department of Management Services, Reza is serving as the ***Project Engineer - Mechanical*** for the replacement of the existing chiller system, VAV units, condenser water system, cooling tower, and addition of new self-contained air-handling units.

c.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Orange County Public Schools Prime MEP/FP/Cx Continuing Contract *Orange County, Orlando, Florida*	PROFESSIONAL SERVICES Current/Ongoing	CONSTRUCTION (If applicable) Current/Ongoing
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	☑ *Check if project performed with current firm*	

Continuing Services Contract | 2016 - Current | Projects under $4 million | MEP/FP/Cx Design | Serving as the ***Project Engineer - Mechanical***, Reza has engineered the mechanical designs for ***4 projects*** including (3) capital renewal projects for Andover Elementary, Legacy Middle and Washington Shores Primary Learning Center, and the HVAC renovation for Bonneville Elementary.

d.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
St. Lucie Public Schools Prime MEP/FP Continuing Contract *St. Lucie County, Port St. Lucie, Florida*	PROFESSIONAL SERVICES Current/Ongoing	CONSTRUCTION (If applicable) Current/Ongoing
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	☑ *Check if project performed with current firm*	

Continuing Services Contract | 2004 - Current | Projects under $4 million | MEP/FP/Cx Design | Serving as the ***Project Engineer - Mechanical***, Reza has engineered the mechanical designs for ***3 AHU projects*** in the last 5 years, including the air-handling unit retrofits for Mariposa Elementary, Manatee Elementary, Southport Middle.

e.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Lake County Animal Shelter *Lake County, Tavares, Florida*	PROFESSIONAL SERVICES 2019	CONSTRUCTION (If applicable) 2020
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	☑ *Check if project performed with current firm*	

Local Lake County Project | $7.2 Million | 19,249 SF | MEP/FP Design | As the ***Project Engineer - Mechanical***, Reza designed the mechanical systems for the new 19,249-square-foot animal shelter located in Lake County, Florida. The project consisted of (1) main 14,107-square-foot building with a sally port, (4) 1,286-square-foot adoption buildings and 2 parking lots.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Keith Liatsos, PE *Director of Electrical Engineering*	**Electrical Engineer of Record** (EEOR) **Federal Agency Security Clearance*	a. TOTAL **20**	b. WITH CURRENT FIRM **11**

15. FIRM NAME AND LOCATION (City and State)
OCI Associates, Inc., Maitland, Florida

16. EDUCATION (Degree and Specialization)	17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)
Bachelor of Science, Electrical Engineering, University of Central Florida	Professional Engineer Florida #66402

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations. Training, Awards, etc.)*

Keith is the Director of Electrical Engineering and leading the Electrical department for ***36 of the firm's Continuing Services Contracts.*** He is well versed in the MEP industry with 19 years as a registered professional engineer with a keen interest in energy saving methods and applies these design principals into his projects for both traditional and LEED-accredited buildings. His principal areas of design experience are lighting, power distribution (low voltage and medium voltage), emergency systems, and fire alarm systems. Keith's portfolio includes the design of electrical systems.

36 Prime Continuing Services Contracts | 9 Government Continuing Services Contracts | 100+ Total Government + Public Works Projects

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION (City and State)
Florida Department of Management Services Prime MEP Continuing Services Contract
Central Region, Florida

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Current/Ongoing	Current/Ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

☑ *Check if project performed with current firm*

Continuing Services Contract | 2018 - Current | Projects under $4 million | MEP/FP Design | Serving as the ***Electrical EOR*** and ***Senior Electrical Engineer***, Keith leads Electrical QA/QC for current Prime Continuing Services Contract overseeing the recent designs for HVAC and power upgrades, OAU replacements, generator replacements and modernizations to multiple public works facilities.

b.

(1) TITLE AND LOCATION (City and State)
Volusia County Schools Prime M/E Continuing Contract
Volusia County, DeLand, Florida

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Current/Ongoing	Current/Ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

☑ *Check if project performed with current firm*

Continuing Services Contract | 2012 - Current | Projects under $4 million | M/E Design | Serving as the ***Project Manager*** and ***Mechanical EOR***, Jason leads our Prime Continuing Services Contract overseeing the Mechanical QA/QC for the designs of ***9 projects*** engineered in the last 5 years including HVAC upgrades, VAV insulations, electrical replacements, systems commissioning and more.

c.

(1) TITLE AND LOCATION (City and State)
Orange County Public Schools Prime MEP/FP/Cx Continuing Contract
Orange County, Orlando, Florida

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Current/Ongoing	Current/Ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

☑ *Check if project performed with current firm*

Continuing Services Contract | 2016 - Current | Projects under $4 million | MEP/FP/Cx Design | Serving as the ***Electrical EOR*** and ***Senior Electrical Engineer***, Keith leads Electrical QA/QC for current Prime Continuing Services Contract overseeing for the designs of ***more than 20 projects*** engineered in the last 5 years including HVAC renovations, capital renewals, and commissioning projects.

d.

(1) TITLE AND LOCATION (City and State)
School District of Osceola County Prime MEP/FP/Cx Continuing Contract
Osceola County, Kissimmee, Florida

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Current/Ongoing	Current/Ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

☑ *Check if project performed with current firm*

Continuing Services Contract | 2012 - Current | Projects under $4 million | MEP/FP/Cx Design | Serving as the ***Electrical EOR*** and ***Senior Electrical Engineer***, Keith leads Electrical QA/QC for current Prime Continuing Services Contract overseeing for ***28 projects engineered*** in the last 10 years including HVAC, CEP, BCU, and chiller replacements and additions for more than 17 different campuses.

e.

(1) TITLE AND LOCATION (City and State)
Hillsborough County Public Schools Prime MEP/FP/Cx Continuing Contract
Hillsborough County, Tampa, Florida

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Current/Ongoing	Current/Ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

☑ *Check if project performed with current firm*

Continuing Services Contract | 2011 - Current | Projects under $4 million | MEP/FP/Cx Design | Serving as the ***Electrical EOR*** and ***Senior Electrical Engineer***, Keith leads Electrical QA/QC for current Prime Continuing Services Contract overseeing for the HVAC renovations, capital renewals, fire system upgrades and systems commissioning projects for 5 different occupied campuses.



SECTION

3

COMPANY PROJECT EXPERIENCE

GLOSSARY

A/E	Architectural/Engineering
AHU	Air Handling Unit
ALC	Advanced Learning Center
ASD	Autism Spectrum Disorder
AV	Audio/Visual
BCU	Blower Coil Unit
BIM	Building Information Modeling
CA	Cosntruction Administration
CAD	Computer Aided Design
CD's	Construction Documents
CEM	Certified Energy Manager
CEO	Chief Executive Officer
CEP	Central Energy Plant
CRM	Customer Relationship Management Software
Cx	Commissioning
CxA	Commissioning Authority
DCP	Design Criteria Package
DD's	Design Development
Dept.	Department
DMS	Department of Management Services
EEOR	Electrical Engineer of Record
EOR	Engineer of Record
ESE	Exceptional Student Education
Etc.	Etcetera
EXP.	Expires
FA	Fire Alarm
FEFPA	Florida Educational Facilities Planners Association
FP	Fire Protection
HCPS	Hillsborough County Public Schools
HVAC	Heating, Ventilation, and Air Conditioning
IAQ	Indoor Air Quality
IDIQ	Indefinite Delivery/Indefinite Quantity
ITS	Information Technology Systems
LDB	Local Developing Business
LED	Light-emitting Diode
LEED AP	LEED Accredited Professional
LP	Liquified Gas
LV	Low Voltage
MBE	Minority Business Enterprise
MDC	Miami Dade College
MDF	Main Distribution Frame
MEOR	Mechanical Engineer of Record
MEP	Mechanical, Electrical, Plumbing
Mil	Million
NICET	National Institute of Certification Engineering Technologies
CAD	Computer-aided Design
OCI	OCI Associates, Inc.
OCPS	Orange County Public Schools
O&M	Operation & Maintenance
PE	Professional Engineer
PM	Project Manager
QA/QC	Quality Assurance/Quality Control
RCDD	Registered Communications Distribution Designer
RFI	Request for Information
SCPS	Seminole County Public Schools
SDOC	School District of Osceola County
SDVOSB	Service Disabled Veteran Owned Small Business
SFO	San Francisco Airport
VAV	Variable Air Volume
VCS	Volusia County Schools
WBE	Women Business Enterprise
WPB	West Palm Beach

a. GOVERNMENT EXPERIENCE

OCI has 35 years' experience in serving ***39 government entities across Florida***. We have engineered the HVAC and MEP systems designs for assessments of existing conditions, and projects for modifications, renovations. Replacements and upgrades, as well as new construction and additions to ***more than 120 municipal facilities.***

Specific to Lake County, OCI has designed ***49 local projects*** including the new construction of Lake County Supervisor of Elections Building, Lake Correctional Institute Inpatient Mental Facility, Lake County Animal Shelter, and two Lake County Fire Stations; in addition to the renovations and upgrades to Lake County Historic Courthouse. Most notably, OCI was ***recently awarded a local Prime Continuing Services Contract with Lake County Schools*** for mechanical, electrical plumbing and fire protection projects under $4 million.

330+ government projects

39 different owners

16 government contracts

25% of our workload

CONTINUING SERVICE BENEFITS

We understand not only the basic fundamentals of small projects, but we know how to manage these projects and take pride in providing the best performance for each of our clients. In addition to serving as the Project Manager on smaller, continuing services type projects. MEP engineers are rarely the Prime Consultant on new construction projects, but we are experts in ongoing upgrades needed to maintain the MEP/FP/LV systems and keep equipment running at optimal performance. Listed right is a list of services we provide under these contracts.

It's always exciting to design a brand-new building; however, truly understanding the needs of the Owner comes from working one-on-one with a facilities team, your maintenance team, and your staff on a day-to-day basis. These are the types of projects that have unforeseen issues and need creative solutions to fix – this is what we are great at!

We take pride in being able to provide solutions to both current and future plans by truly giving 150% commitment to the Owner.

MECHANICAL
- AHU Replacement
- Boiler Replacements
- Chiller Additions & Replacements
- Energy Studies
- Exhaust Fan Systems
- HVAC Retrofit
- HVAC System Replacement
- HVAC Upgrades
- Thermal Storage Expansion
- Thermal Storage Retrofit
- VAV Replacement
- Ventilation Improvement

ELECTRICAL
- Cable Upgrades
- Computer Power Systems
- DRIE Power Design
- Electrical Distribution System
- Electrical Power Generation
- Electrical Switch Gear
- Emergency Generator
- Generator Additions
- Interior/Exterior Lighting
- Lightning Protection
- Parking Garage Elevator
- Standby Power Facilities
- Vehicle Count System

IT/AV SYSTEMS
- Audio/Visual Design
- Communication and Data
- Fire Alarm Systems
- Information Transport
- Life Safety Systems
- Security Systems
- Sound Rooms
- Soundproofing
- Technology Systems Upgrades
- A/V Systems

LIGHTING
- Interior Lighting
- Walkway Lighting
- Security Lighting
- Dimming System
- Parking Lot Lighting
- Street Lighting Improvements
- Emergency Lighting
- LED Signage

PLUMBING
- Distribution Systems
- Drainage Systems
- Medical Gas Systems
- Natural and LP Gas Systems
- Potable Water Systems
- Sanitary Sewer
- Vent Systems
- Storm Water Systems

FIRE PROTECTION
- Fire Alarm System
- Fire Suppression Systems

SURVEYS, REPORTS & STUDIES
- Building Condition Survey
- Building Code Survey
- Central Energy Plant Review
- Chiller Evaluation
- Cost Analysis Report
- Fire Alarm Survey Report
- HVAC Studies/Report
- IAQ Report
- Lighting Assessment
- MEP Assessment Report
- Water System Studies

COMMISSIONING
- Enhanced Commissioning
- Fundamental Commissioning
- Re-Commissioning
- Retro-Commissioning

OCI understands the importance of developing and maintaining project schedules per the Owner's needs. We bring 35 years experience developing project schedules as a Prime Consultant, and design schedules as a subconsultant. This expertise has honed our process to maintain a smooth progression from design through construction.

We have a proven method for developing project schedules that minimize delays and ensure we are meeting the Owner's necessary timeline for design and construction. Schedule development begins at the project kickoff meeting with the Owner through extensive scope validation.

A detailed scope allows OCI to develop the schedule while considering all elements of the project.

After completing a review of the as-built drawings and conducting a site visit to verify existing conditions, OCI will re-examine the scope and enhance as needed based on the team's observations.

OCI takes ownership in the project's established budget as your design partner. Our team is invested in providing high quality design while maintaining the established budget. OCI is experienced in cost alternatives/value engineering, energy rebates, long-term savings with sustainable systems, and prioritizing scope items with constrained budgets.

Our project team is trained and certified in many project management systems including: Procore, Oracale Primavera, Egnyte, E-Builder, and Newforma.

Our clients benefit from OCI's flexibility in using the project management system that the Owner prefers, regardless if it is a simple spreadsheet or comprehensive software program. If, at times the General Contractor (GC) has a preferred or custom project management program they prefer to use. Our team works directly with the GC to learn their project management system, so the construction and closeout process goes smoothly.

CHALLENGES OF CONTINUING SERIVICES

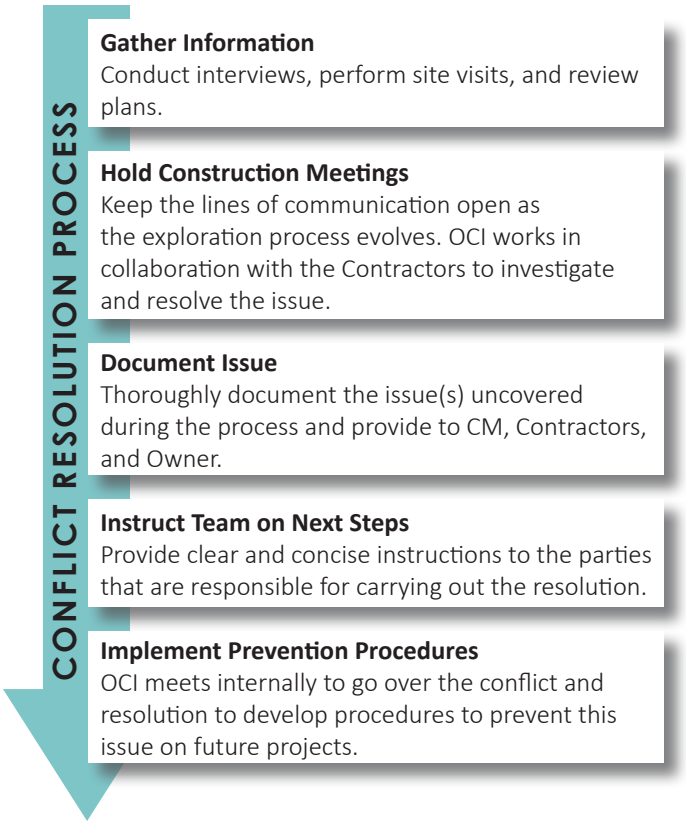
When it comes to analyzing systems, chillers, air handling units and control system replacements are probably 70% of the work we do under continuing services. OCI will perform a detailed site inspection of the existing conditions as well as complete a thorough review of the existing documents prior to any new design efforts. The verification efforts will include field measurements of all equipment locations and duct connections. Most air handling replacement projects include their challenges such as ***limited accessibility*** and it is not uncommon to have to modify walls and openings to accommodate equipment removal and replacement.

A part of our approach to your projects, we aim to minimize disruption of your facilities and first coordinate with your facility staff to determine what times would be best for your occupied buildings to gain access to secured rooms, either then we would schedule or perform curriculum during normal or after business hours, or engineering even weekends to avoid any disruptions and to allow our team full access to site

What sets OCI's team apart from other engineering firms is our ability to address challenges, bring the project team together, and find solutions that minimally impact the project budget and schedule. OCI prides itself on the quality of the designs we provide and the thoroughness of our follow through on the construction administration for our projects.

CONFLICT PREVENTION

- Design review by OCI's PM and Engineers of Record.
- Checklist review by our in house Controls Specialist.
- Due-dilligence site visits by the PM and project designers throughout construction to catch possible issues early.
- Recommended commissioning on projects either with a third party or through our in house Commissioning department.
- Consistent communication with the entire project team including the Owner, CM, Architect, and other subcontractors.



F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER **ONE**

21. TITLE AND LOCATION (City and State)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
FL DMS Grizzle Building HVAC & Power Upgrades *Largo, Florida*	2019	2021

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
FL Dept. of Management Services	Daniel Whitfield, *DMS Mechanical Engineer*	850-488-0148

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

b. REPRESENTATIVE PROJECT No. 1: ***Designed under our Prime Continuing Services Contract,*** this heavy mechanical project required the replacement of 8 central station air-handling units, 8 condensers and chilled water pumps, and a new 250kW emergency generator. Phasing of the project was required for the installation of the new equipment to avoid a complete shutdown of the 153,372 SF Grizzle Building (fully occupied space with several different tenants). The areas where our team worked within totaled about 7,922 SF. All new chilled water piping was designed and new ductwork was designed and installed over the piping insulation to prevent breach and cause condensation; the existing outside air fan in the chase was removed and replaced with new ductwork. All new outside air duct work was connected to return the plenum box. A new Building Automation Control (BAS) system and air purification system (Global Plasma Bars) was implemented for better outside air performance. Piping/valves identification/name plates were installed for maintenance staff to access correct equipment parts. Design and installation of new exhaust fan on the roof and associated electrical connections.

OCI managed the architectural team and worked alongside the Construction Manager-at Risk team to have the project completed by 6/15/2021. A 3rd party commissioning team was used and OCI worked with them throughout construction as they tested, adjusted and balanced as needed items from their checklists to confirm correct installation of ductwork, piping, pumps, generator and electrical systems.

COST $1.19 million | SIZE 19,249-square-feet | ROLE Prime Consultant; MEP/FP Engineering

RELEVANCY

- ☑ Prime Consultant (MEP)
- ☑ Similar Continuing Services Contract
- ☑ Occupied Government Building
- ☑ Similar Key Team Members
- ☑ Similar Continuing Services Contract
- ☑ Heavy Mechanical Engineering Scope
- ☑ Recently Completed in the last 2 Years

ii. Number of days allocated to complete work in original schedule; Information not available at time of deadline.
iii. Number of days added by change order; 0
iv. Number of days late (not added by change order) 0
v. Total number of days taken for actual completion; We believe 0 days but we do not track this information.
vi. Explanation for completion greater than 45 days beyond the contracted schedule; N/A
vii. Amount of work that was self-performed by your company. 100% of the Mechanical, Electrical and Plumbing engineering design was self performed by OCI Associates, Inc.

d. Owner: Florida Department of Management Services, Central Florida Region, Florida
Daniel Whitfield, *DMS Mechanical Engineer* | P. 850-488-0711 | daniel.whitfield@dms.myflorida.com

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	OCI Associates, Inc.	Maitland, Florida	Mechanical Engineering
b.	OCI Associates, Inc.	Maitland, Florida	Electrical Engineering
c.	OCI Associates, Inc.	Maitland, Florida	Plumbing/Fire Protection Design

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: **TWO**

21. TITLE AND LOCATION (City and State)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Lake County Animal Shelter *Astatula, Florida*	2019	2020

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Lake County	John Dickerson, *Project Manager*	352-516-4220

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

b. REPRESENTATIVE PROJECT No. 2: OCI Associates worked as a sub-consultant to Dickerson Architecture to provide mechanical, electrical, plumbing, fire protection and low voltage (IT/Access Security/CCTV) engineering services for a new Animal Shelter for the ***Lake County community***. Located on County Road 448 in Astatula, Florida the 19,249-square-foot project consists of a 14,107-square-feet main building with a sally port, 4 adoption buildings ranging in size of about 1,286 SF and 2 lighted surface parking lots.

The $7.2 million project was needed due to the overcrowding at the existing center and was designed with an emergency generator. Our team also provided Construction Administration Services such as Shop Drawing Review, RFI's and Site Visits for Observation of Work during Construction.

COST $7.2 Million | SIZE 19,249-square-feet | ROLE Sub-consultant; MEP/FP Engineering

RELEVANCY

- ☑ Local Lake County Project
- ☑ Government Contract
- ☑ Community Centered Building
- ☑ Similar Key Team Members
- ☑ Mechanical Engineering Scope
- ☑ Recently Completed in the last 2 Years

ii. Number of days allocated to complete work in original schedule; 240 Days (48 Weeks)
iii. Number of days added by change order; We believe 0 days, but we do not track this information as the sub-consultant.
iv. Number of days late (not added by change order) We believe 0 days, but we do not track this information as the sub-consultant.
v. Total number of days taken for actual completion; We believe 0 days, but we do not track this information as the sub-consultant.
vi. Explanation for completion greater than 45 days beyond the contracted schedule; N/A
vii. Amount of work that was self-performed by your company. 100% of the Mechanical, Electrical, Low Voltage, Plumbing and Fire Protection engineering design was self performed by OCI Associates, Inc.

d. Owner: Dickerson Architects
John Dickerson, Project Manager | P.352-787-3771 | jsdarch@aol.com

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	OCI Associates, Inc.	Maitland, Florida	Mechanical Engineering
b.	OCI Associates, Inc.	Maitland, Florida	Electrical/Low Voltage Engineering
c.	OCI Associates, Inc.	Maitland, Florida	Plumbing & Fire Protection Design

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: **THREE**

21. TITLE AND LOCATION (City and State)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Deland Middle School Campus Wide HVAC, Ceiling & Lighting Upgrades *Deland, Florida*	2018	August 2019

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Volusia County Schools	David McCarty, *Sr. Construction Project Mgr.*	386-547-4925

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

b. REPRESENTATIVE PROJECT No. 3: OCI Associates, Inc was the ***Prime Consultant*** for the DeLand Middle School campus wide upgrades to the Central Energy Plant, HVAC, ceiling and lighting. This 145,000 SF project was designed in phases so the upgrades could occur while school was in session and occupied. The Central Energy Plant renovations include the ***installation of two 250-ton air-cooled chillers, a variable primary pumping system, and a thermally welded polypropylene chilled water piping distribution system***.

New mechanical rooms were provided by capturing existing unused space or by adding new mechanical space to improve the serviceability of the mechanical systems. The school's ceilings were also replaced campus wide to facilitate the new mechanical system renovations, and the lighting system was replaced with energy-saving LED lighting. Our team oversaw the architectural design team, structural and civil engineering sub-consultants for the $11, 021,250 project. Our team also provided Construction Administration Services such as Shop Drawing Review, RFI's and Site Visits for Observation of Work during Construction. While not designed under a Continuing Service contract, the large scale size, heavy mechanical scope and success project is why we wanted to feature it.

COST $11 Million | SIZE 145,000-square-feet | ROLE Prime Consultant; MEP/FP Engineering

RELEVANCY
- ☑ Lake County Project
- ☑ Local Government Project
- ☑ Community Centered Building
- ☑ Similar Key Team Members
- ☑ Mechanical Engineering Scope
- ☑ Mechanical Engineering Scope

As a Senior Construction Project Manager for Volusia County Schools, my experience with OCI has been very positive. OCI was very successful with a campus wide HVAC renovation at Deland Middle which was a challenging project that completed 2 years ago.
- David McCarty, Senior Construction Project Manager. Facilities Design & Construction (1-4-21)

ii. Number of days in to complete work in original schedule; 537 Days
iii. Number of days added by change order; 42 Days
iv. Number of days late (not added by change order) 0 Days
v. Total number of days taken for actual completion; 579 Days
vi. Explanation for completion greater than 45 days beyond the contracted schedule; N/A – Actually due to added scope from the Owner to the media center for the most part.
vii. Amount of work that was self-performed by your company. 100% of the Mechanical, Electrical and Plumbing engineering design was self performed by OCI Associates, Inc.

d. Owner: Volusia County Schools Board of Commissioners, Deland, Florida
David McCarty, *Sr. Construction Project Manager, Facilities (now retired)*
P. 386-547-4925 | email no longer in service - please reach out to David's Senior Manager, Tom Brown; tbrown@volusia.k12.fl.us)

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	OCI Associates, Inc.	Maitland, Florida	Mechanical Engineering
b.	OCI Associates, Inc.	Maitland, Florida	Electrical/Low Voltage Engineering
c.	OCI Associates, Inc.	Maitland, Florida	Plumbing Design

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: **FOUR**

21. TITLE AND LOCATION (City and State)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
FL DMS Daytona Beach Regional Service Center HVAC Upgrades *Daytona Beach, Florida*	Current	Awaiting Start

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
FL Dept. of Management Services	Daniel Whitfield, *DMS Mechanical Engineer*	850-488-0711

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

b. REPRESENTATIVE PROJECT No. 4: We are currently working designing upgrades for 3 projects simultaneously working within the dedicated budgets planned. We wanted to highlight one of these to show our ability to multi-task more than 1 project with the same Owner. The Daytona Beach Regional Service Center is requiring HVAC Upgrades as part of an End-of-life replacement of the existing chiller system, system VAV Units AC-1 thru AC-5, pumps and controls. Design started in February 2022. The project scope includes:

- Replace existing condenser water system, including Cooling tower, pumps, and self-contained variable volume air conditioning units.
- Evaluate existing condenser water piping. Replace as required.
- Replace existing Trane Tracer controls system with Tridium.
- Existing Trane vav terminal units remain and integrated into new Tridium system.
- New self-contained air handling units to have BACnet controls.
- Integrate existing to remain air handling units, fans, equipment, and devices currently connected to the Tridium.
- Provide new chemical treatment system.
- Provide duct modifications to reconnect new unit to existing ductwork.
- Integration of new equipment with new direct digital control system.
- Provide electrical design for disconnection of existing and reconnecting back into existing circuits.

COST Projects under $4 Million | SIZE Varies by Project | ROLE Prime MEP/FP Design Engineering

RELEVANCY

- ☑ Prime Consultant (MEP)
- ☑ Similar Continuing Services Contract
- ☑ Occupied Government Facilities
- ☑ Similar Key Team Members
- ☑ Heavy Mechanical Engineering Scope
- ☑ Working Simultaneously on Multiple Projects with the Same Owner

ii. Number of days allocated to complete work in original schedule; These projects are currently in design.
iii. Number of days added by change order; These projects are currently in design.
iv. Number of days late (not added by change order) These projects are currently in design.
v. Total number of days taken for actual completion; These projects are currently in design.
vi. Explanation for completion greater than 45 days beyond the contracted schedule; N/A
vii. Amount of work that was self-performed by your company. 100% of the Mechanical, Electrical and Plumbing engineering design is currently being self performed by OCI Associates, Inc.

d. Owner: Florida Department of Management Services, Central Florida Region, Florida
Daniel Whitfield, *DMS Mechanical Engineer* | P. 850-488-0711 | daniel.whitfield@dms.myflorida.com

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	OCI Associates, Inc.	Maitland, Florida	Mechanical Engineering
b.	OCI Associates, Inc.	Maitland, Florida	Electrical/Low Voltage Engineering
c.	OCI Associates, Inc.	Maitland, Florida	Plumbing & Fire Protection Design

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: **FIVE**

21. TITLE AND LOCATION (City and State)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Lake County Historic Courthouse Renovations & Upgrades *Tavares, Florida*	2015	2017

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Lake County	Richard Leblanc, *Project Manager*	352-516-4220

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

b. REPRESENTATIVE PROJECT No. 5: OCI Associates, Inc was selected as the Engineer of Record as a sub-consultant for the renovations and upgrades to the ***existing and occupied Historic Courthouse for Lake County.*** The mechanical and electrical upgrades include the interior renovation to floors 2-5 to accommodate the ***Sheriff's Department***. Also a complete replacement of the 4th floor chiller unit with adequate power and master UPS. Our team was also tasked with the relocation of 4 new bathrooms on one floor, and replacement of all the T-8 lights with more energy efficient LED lights..





COST $2.5 Million

SIZE 25,000-square-feet

ROLE MEP/FP Design Engineering

RELEVANCY

- ☑ Lake County Project
- ☑ Local Government Project
- ☑ Public Works Facility
- ☑ Sheriff's/Police Department
- ☑ Small Renovation
- ☑ Occupied Building
- ☑ Similar Key Team
- ☑ Similar Budget Size

ii. Number of days allocated to complete work in original schedule; We did not track this information as a subconsultant.
iii. Number of days added by change order; We did not track this information as a subconsultant.
iv. Number of days late (not added by change order) We did not track this information as a subconsultant.
v. Total number of days taken for actual completion; We did not track this information as a subconsultant.
vi. Explanation for completion greater than 45 days beyond the contracted schedule; N/A
vii. Amount of work that was self-performed by your company. 100% of the Mechanical, Electrical and Plumbing engineering design is currently being self performed by OCI Associates, Inc.

d. Owner: Lake County Board of Commissioners, Tavares, Florida
Richard Leblanc, *Project Manager* | P.352-516-4220 | rleblanc@lakecountyfl.gov

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	OCI Associates, Inc.	Maitland, Florida	Mechanical Engineering
b.	OCI Associates, Inc.	Maitland, Florida	Electrical/Low Voltage Engineering
c.	OCI Associates, Inc.	Maitland, Florida	Plumbing & Fire Protection Design

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: **SIX**

21. TITLE AND LOCATION (City and State)
Volusia County Schools Prime M/E Continuing Contract
Volusia County, Daytona Beach, Florida

22. YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Current/Ongoing	Current/Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Volusia County Schools	James Bott, *Senior Project Manager*	386-947-8786 x50752

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

OCI was awarded a ***Prime Mechanical & Electrical Continuing Services Contract*** in 2012, and became the sub-consultant MEP firm for an ***A/E Continuing Services Contract*** for an architectural firm in 2021. Our current prime contract includes mechanical and electrical design engineering for projects under $4 million. OCI has performed fire alarm replacements, HVAC upgrades, as well as commissioning for HVAC and new construction projects.

COST Projects under $4 Million

ROLE Prime M/E Design Engineering

CONTRACT TERM Current Contract: 2012 - Current

RELEVANCY

- ☑ Prime Consultant
- ☑ Continuing Services Contract
- ☑ Occupied Buildings
- ☑ Similar Key Team
- ☑ Working Simultaneously on Multiple Projects
- ☑ Heavy Mechanical Projects

CONTINUING SERVICES PROJECTS | *partial listing*

2022
- Campbell Middle Building 7 HVAC Upgrades
- Woodward Ave Elementary Reno/Additions Commissioning

2020
- DeLand Middle Campus-Wide VAV Installations

2018
- Terrace Elementary Switchboard Replacement (*pictured A*)
- Campbell Middle HVAC Upgrades Ph II (*pictured B*)

2017
- Campbell Middle HVAC Upgrades Ph I
- George E. Marks Elementary Commissioning (*pictured C*)

2016
- Volusia Pines Elementary Fire Alarm Replacement

2015
- Seabreeze High Fire Alarm Replacement


A


B


C

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	OCI Associates, Inc.	Maitland, Florida	Mechanical Engineering
b.	OCI Associates, Inc.	Maitland, Florida	Electrical/Low Voltage Engineering
c.	OCI Associates, Inc.	Maitland, Florida	Plumbing & Fire Protection Design

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: **SEVEN**

21. TITLE AND LOCATION (City and State)
Orange County Public Schools Prime MEP/FP/Cx Continuing Contract
Orange County, Orlando, Florida

22. YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Current/Ongoing	Current/Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Orange County Public Schools	Jeff Hart, *Senior Executive Director*	407-317-3700

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

OCI was awarded the ***MEP/FP Continuing Services Contract*** as the ***Prime Consultant*** in 2016. In the past 8 years, these projects have included capital renewals, complete HVAC renovations, radio enhancements, and systems commissioning. Our current contract includes mechanical, electrical, plumbing, and fire protection design engineering and commissioning for projects under $4 million.

COST Projects under $4 Million

ROLE Prime MEP/FP/ITS/Cx Design Engineering

CONTRACT TERM Current Contract: 2016 - Current

RELEVANCY

- ☑ Prime Consultant
- ☑ Continuing Services Contract
- ☑ Occupied Buildings
- ☑ Similar Key Team
- ☑ Working Simultaneously on Multiple Projects
- ☑ Heavy Mechanical Projects

CONTINUING SERVICES PROJECTS | *partial listing*

2021

- Hungerford Elementary Commissioning
- East River High Capital Renewal
- Edgewater Elementary Commissioning
- Howard Middle Retro-Commissioning (*pictured A*)
- Lake Nona High Capital Renewal
- Andover Elementary Capital Renewal
- Bonneville Elementary HVAC Renovation (*pictured B*)
- Washington Shores PLC Capital Renewal (*pictured C*)

2020

- Site 30-E-SE-3 Water Spring Middle Commissioning
- Radio Enhancement Group 7 to (8) Schools

2019

- Two-way Radio Enhancements to (4) Schools







	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	OCI Associates, Inc.	Maitland, Florida	Mechanical Engineering
b.	OCI Associates, Inc.	Maitland, Florida	Electrical/Low Voltage Engineering
c.	OCI Associates, Inc.	Maitland, Florida	Plumbing & Fire Protection Design

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: **EIGHT**

21. TITLE AND LOCATION (City and State)
School District of Osceola County Prime MEP/FP/Cx Continuing Contract
Osceola County, Kissimmee, Florida

22. YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Current/Ongoing	Current/Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
School District of Osceola County	Mark Scheuer, *Senior Facilities Manager*	407-518-2964

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

In 2011, we were awarded as the ***Prime Consultant*** for their ***MEP/FP Continuing Services Contract*** which is ***successfully served by Senior Project Manager JD.*** With ***more than 160 continuing services projects*** completed as the prime and subconsultant, both of our current prime contracts include mechanical, electrical, plumbing, and fire protection design engineering and systems commissioning for projects under $4 million.

COST Projects under $4 Million

ROLE Prime MEP/FP/ITS/Cx Design Engineering

CONTRACT TERM Current Contract: 2011 - Current

RELEVANCY

- ☑ Prime Consultant
- ☑ Continuing Services Contract
- ☑ Occupied Buildings
- ☑ Similar Key Team
- ☑ Working Simultaneously on Multiple Projects
- ☑ Heavy Mechanical Projects

CONTINUING SERVICES PROJECTS | *partial listing*

2022
- Kissimmee Middle Cable Replacement
- Sunrise Elementary CEP Upgrades
- Osceola High HVAC Renovation Commissioning

2020
- Kissimmee Elementary BCU Addition (*pictured A*)
- Kissimmee Elementary AHU-5.2 Analysis & Recommendations
- Poinciana High Cable Replacement

2019
- Discovery Elementary Chiller 3 Replacement
- Kissimmee Middle AHU Replacement
- Horizon Middle AHU Replacement
- Celebration High CEP Replacement (*pictured B*)

2018
- Bellalago Academy Gym Lighting (*pictured C*)


A



B


C

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	OCI Associates, Inc.	Maitland, Florida	Mechanical Engineering
b.	OCI Associates, Inc.	Maitland, Florida	Electrical/Low Voltage Engineering
c.	OCI Associates, Inc.	Maitland, Florida	Plumbing & Fire Protection Design

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: **NINE**

21. TITLE AND LOCATION (City and State)
Hillsborough County Public Schools Prime MEP/FP/Cx Continuing Contract
Hillsborough County, Tampa, Florida

22. YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Current/Ongoing	Current/Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Hillsborough County Public Schools	Chuck Plant, *Project Administrator*	813-272-4112

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

Awarded in 2019, OCI was selected as the ***Prime Consultant*** for the district's ***MEP/FP Continuing Services Contract***. ***Successfully served by our Senior Project Manager JD,*** we provide mechanical, electrical, plumbing and fire protection design engineering and commissioning for projects under $4 million. We are very hands-on with this client, involved in early mechanical equipment procurement packages, budgets, leading kick-off meetings with the team members, participating in OAC meetings and site visits throughout construction.

COST Projects under $4 Million

ROLE Prime MEP/FP/Cx Design Engineering

CONTRACT TERM Current Contract: 2012 - Current

RELEVANCY

- ☑ Prime Consultant
- ☑ Continuing Services Contract
- ☑ Occupied Buildings
- ☑ Similar Key Team
- ☑ Working Simultaneously on Multiple Projects
- ☑ Heavy Mechanical Projects

CONTINUING SERVICES PROJECTS | *partial listing*

2021
- Burney Elementary Fire Alarm Upgrades
- Tampa Bay Blvd Elementary Capital Renewal

2020
- Burney Elementary HVAC Upgrades (*pictured A*)
- Monroe Middle HVAC Renovation

2019
- Hillsborough High TTT Fundamental Commissioning (*pictured B, C*)

Our responsive communication, coordination between disciplines and partner approach also lead OCI being awarded our first large Capital Renewal for DeSoto Elementary School. This heavy mechanical $4.4 million project started in 4-15-22 with an expected completion by 7-28-23


A


B


C

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	OCI Associates, Inc.	Maitland, Florida	Mechanical Engineering
b.	OCI Associates, Inc.	Maitland, Florida	Electrical/Low Voltage Engineering
c.	OCI Associates, Inc.	Maitland, Florida	Plumbing & Fire Protection Design

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: **TEN**

21. TITLE AND LOCATION (City and State)
Brevard Public Schools Prime MEP/FP/Cx Continuing Contract
Brevard County, Viera, Florida

22. YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Current/Ongoing	Current/Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Brevard Public Schools	David Martin, *Project Manager*	321-633-3580

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

OCI has been working with Brevard Public Schools since 2007 and was awarded our first ***Prime MEP/FP Continuing Services Contract in 2014. To date we have designed more than 60 projects*** including facility renewals, heavy HVAC renovations, electrical and plumbing renovations, and design criteria packages, and many more.

COST Projects under $4 Million

ROLE Prime MEP/FP/ITS/Cx Design Engineering

CONTRACT TERM Current Contract: 2014 - Current

RELEVANCY

- ☑ Prime Consultant
- ☑ Continuing Services Contract
- ☑ Occupied Buildings
- ☑ Similar Key Team
- ☑ Working Simultaneously on Multiple Projects
- ☑ Heavy Mechanical Projects

CONTINUING SERVICES PROJECTS | *partial listing*

2022
- Southwest Middle Electrical Upgrade
- Cocoa Beach Jr/Sr High Modifications Commissioning (*pictured A*)

2021
- ESF Renewal Renovations Commissioning
- Electrical Distribution Upgrades to (5) schools
- Gemini Elementary CEP Renewal Commissioning
- ESF Chiller Renewal Commissioning
- Gardendale ALC Facility Renewal (*pictured B*)
- Education Services Facility Electrical Upgrades
- Westshore Jr/Sr High Intercom Replacement
- Southwest Middle Intercom Replacement
- Coquina Elementary Plumbing and Electrical Upgrades

2020
- Satellite Jr/Sr High Commissioning (*pictured C*)
- Cocoa Beach Jr/Sr High Commissioning
- Viera High Facility Renovation Commissioning


A



B


C

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	OCI Associates, Inc.	Maitland, Florida	Mechanical Engineering
b.	OCI Associates, Inc.	Fort Pierce, Florida	Electrical/Low Voltage Engineering
c.	OCI Associates, Inc.	Maitland, Florida	Plumbing & Fire Protection Design

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

26. NAMES OF KEY PERSONNEL (FROM SECTION E, BLOCK 12)	27. ROLE IN THIS CONTRACT (FROM SECTION E, BLOCK 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (FILL IN "EXAMPLE PROJECTS KEY" SECTION BELOW BEFORE COMPLETING TABLE. PLACE "X" UNDER PROJECT KEY NUMBER FOR PARTICIPATION IN SAME OR SIMILAR ROLE.)									
		1	2	3	4	5	6	7	8	9	10
Amir Kazeminia, PE *President*	Principal-in-Charge	x	x	x	x	x	x	x	x	x	x
Jason "JD" Diehl, PE, LEED AP *Senior Project Manager + QA/QC*	Senior Project Manager + Senior Mechanical Engineer			x		x	x	x	x	x	x
Jason Smith, PE, LEED AP BD + C, CEM *Director of Mechanical Engineering*	Project Manager + Mechanical Engineer of Record	x	x	x	x	x	x	x	x	x	x
Reza Dehkhar *Project Engineer - Mechanical*	Project Engineer - Mechanical	x	x		x						
Keith Liatsos, PE *Director of Electrical Engineering*	Electrical Engineer of Record	x	x	x		x	x	x	x	x	x

29. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)	NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1	**Florida Department of Management Services** **Grizzle Building HVAC Upgrades** *Largo, Florida*	6	**Volusia County Schools** **Prime M/E Continuing Services Contract** *Volusia County, Daytona Beach, Florida*
2	**Lake County** **Animal Shelter** *Astatula, Florida*	7	**Orange County Public Schools** **Prime MEP/FP/Cx Continuing Services Contract** *Orange County, Orlando, Florida*
3	**Volusia County Schools** **Deland Middle Campus Wide HVAC, Ceiling & Lighting** *Daytona Beach, Florida*	8	**School District of Osceola County** **Prime MEP/FP/Cx Continuing Services Contract** *Osceola County, Kissimmee Florida*
4	**Florida Department of Management Services** **Daytona Beach Regional Service Center HVAC Upgrades** *Daytona Beach, Florida*	9	**Hillsborough County Public Schools** **Prime MEP/FP/Cx Continuing Services Contract** *Hillsborough County, Tampa, Florida*
5	**Lake County** **Historic Courthouse Upgrades** *Lake County, Tavares, Florida*	10	**Brevard Public Schools** **Prime MEP/FP/Cx Continuing Services Contract** *Brevard County, Viera, Florida*



SECTION

4

ADDITIONAL INFORMATION

GLOSSARY

A/E	Architectural/Engineering
AHU	Air Handling Unit
ALC	Advanced Learning Center
ASD	Autism Spectrum Disorder
AV	Audio/Visual
BCU	Blower Coil Unit
BIM	Building Information Modeling
CA	Cosntruction Administration
CAD	Computer Aided Design
CD's	Construction Documents
CEM	Certified Energy Manager
CEO	Chief Executive Officer
CEP	Central Energy Plant
CRM	Customer Relationship Management Software
Cx	Commissioning
CxA	Commissioning Authority
DCP	Design Criteria Package
DD's	Design Development
Dept.	Department
DMS	Department of Management Services
EEOR	Electrical Engineer of Record
EOR	Engineer of Record
ESE	Exceptional Student Education
Etc.	Etcetera
EXP.	Expires
FA	Fire Alarm
FEFPA	Florida Educational Facilities Planners Association
FP	Fire Protection
HCPS	Hillsborough County Public Schools
HVAC	Heating, Ventilation, and Air Conditioning
IAQ	Indoor Air Quality
IDIQ	Indefinite Delivery/Indefinite Quantity
ITS	Information Technology Systems
LDB	Local Developing Business
LED	Light-emitting Diode
LEED AP	LEED Accredited Professional
LP	Liquified Gas
LV	Low Voltage
MBE	Minority Business Enterprise
MDC	Miami Dade College
MDF	Main Distribution Frame
MEOR	Mechanical Engineer of Record
MEP	Mechanical, Electrical, Plumbing
Mil	Million
NICET	National Institute of Certification Engineering Technologies
CAD	Computer-aided Design
OCI	OCI Associates, Inc.
OCPS	Orange County Public Schools
O&M	Operation & Maintenance
PE	Professional Engineer
PM	Project Manager
QA/QC	Quality Assurance/Quality Control
RCDD	Registered Communications Distribution Designer
RFI	Request for Information
SCPS	Seminole County Public Schools
SDOC	School District of Osceola County
SDVOSB	Service Disabled Veteran Owned Small Business
SFO	San Francisco Airport
VAV	Variable Air Volume
VCS	Volusia County Schools
WBE	Women Business Enterprise
WPB	West Palm Beach

H. ADDITIONAL INFORMATION

Project Example No. 1
Florida Department of Management Services
Grizzle Building HVAC & Power Upgrades, Largo, Florida

i. Design Contract Original Value	N/A
ii. Design Contract Final Value	$1.19 million
iii. Reason for any Discrepancy	N/A
iv. Owner's Original Construction Budget	We did not track this information as an engineering subconsultant.
v. Constructions Services Contract Original Value	We did not track this information as an engineering subconsultant.
vi. Construction Services Contract Final Value	We did not track this information as an engineering subconsultant.
vii. Reason for any Discrepancy	N/A
viii. Original Construction Days	We did not track this information as an engineering subconsultant.
ix. The actual number of Construction Days	We did not track this information as an engineering subconsultant..
x. Reason for any Discrepancy	N/A

Project Example No. 2
Lake County Board of Commissioners
Lake County Animal Shelter, Astatula, Florida

i. Design Contract Original Value	N/A
ii. Design Contract Final Value	$7.2 million
iii. Reason for any Discrepancy	N/A
iv. Owner's Original Construction Budget	We did not track this information as an engineering subconsultant.
v. Constructions Services Contract Original Value	We did not track this information as an engineering subconsultant.
vi. Construction Services Contract Final Value	We did not track this information as an engineering subconsultant.
vii. Reason for any Discrepancy	N/A
viii. Original Construction Days	We did not track this information as an engineering subconsultant.
ix. The actual number of Construction Days	We did not track this information as an engineering subconsultant.
x. Reason for any Discrepancy	N/A

Project Example No. 3
Volusia County Schools
Deland Middle School Campus Wide HVAC, Ceiling & Lighting Upgrades, Deland, Florida

i. Design Contract Original Value	$11.9 million
ii. Design Contract Final Value	$11 million
iii. Reason for any Discrepancy	N/A
iv. Owner's Original Construction Budget	We did not track this information as an engineering subconsultant.
v. Constructions Services Contract Original Value	We did not track this information as an engineering subconsultant.
vi. Construction Services Contract Final Value	We did not track this information as an engineering subconsultant.
vii. Reason for any Discrepancy	N/A
viii. Original Construction Days	We did not track this information as an engineering subconsultant.
ix. The actual number of Construction Days	We did not track this information as an engineering subconsultant.
x. Reason for any Discrepancy	N/A

31. SIGNATURE	32. DATE
	September 13th, 2022

33. NAME AND TITLE
Amir Kazeminia, PE *President*

H. ADDITIONAL INFORMATION

Project Example No. 4
Florida Department of Management Services
Daytona Beach Regional Service Center HVAC Upgrades, Daytona Beach, Florida

i. Design Contract Original Value	N/A
ii. Design Contract Final Value	N/A
iii. Reason for any Discrepancy	N/A
iv. Owner's Original Construction Budget	We did not track this information as an engineering subconsultant.
v. Constructions Services Contract Original Value	We did not track this information as an engineering subconsultant.
vi. Construction Services Contract Final Value	We did not track this information as an engineering subconsultant.
vii. Reason for any Discrepancy	N/A
viii. Original Construction Days	We did not track this information as an engineering subconsultant.
ix. The actual number of Construction Days	We did not track this information as an engineering subconsultant.
x. Reason for any Discrepancy	N/A

Project Example No. 5
Lake County Board of Commissioners
Lake County Historic Courthouse Renovations & Upgrades, Tavares, Florida

i. Design Contract Original Value	N/A
ii. Design Contract Final Value	$2.5 million
iii. Reason for any Discrepancy	N/A
iv. Owner's Original Construction Budget	We did not track this information as an engineering subconsultant.
v. Constructions Services Contract Original Value	We did not track this information as an engineering subconsultant.
vi. Construction Services Contract Final Value	We did not track this information as an engineering subconsultant.
vii. Reason for any Discrepancy	N/A
viii. Original Construction Days	We did not track this information as an engineering subconsultant.
ix. The actual number of Construction Days	We did not track this information as an engineering subconsultant.
x. Reason for any Discrepancy	N/A

31. SIGNATURE

32. DATE
September 13th, 2022

33. NAME AND TITLE
Amir Kazeminia, PE *President*

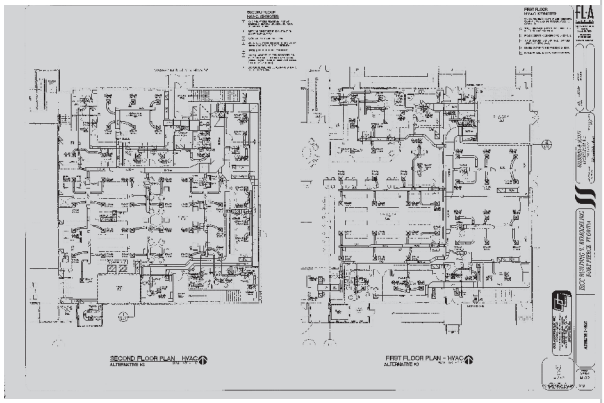
H. ADDITIONAL INFORMATION

ADDITIONAL PROJECT HIGHLIGHT

INDIAN RIVER STATE COLLEGE
Library L Remodel, Fort Pierce, Florida







OCI is currently in the programming phase serving as the Engineers of Record for the ***remodel*** of Indian River State College's ***34,995-square-foot library*** under an **Architectural/Engineering Continuing Services Contract** as a subconsultant**.** The project includes the ***rework of the existing HVAC*** to support the interior upgrades and floor plan changes, in addition to the electrical, plumbing, fire protection, IT and lighting remodel for the library.

SIZE 34,995-square-feet

ROLE MEP/FP/LV/L Design Engineering

RELEVANCY

- ☑ Library Remodel
- ☑ HVAC Systems
- ☑ A/E Continuing Services Project
- ☑ Occupied Building
- ☑ Similar Key Team

SYSTEMS DESIGNED

Mechanical Engineering | *HVAC Design Engineering to rework existing distribution system to support new interior upgrades and floor plan changes. Offer recommendations in an effort to improve efficiency, effectiveness and improve indoor air quality.*

Electrical Engineering | *Rework of existing electrical power distribution system to support new interior upgrades and floor plan changes; upgrade and or replace existing lighting, switching, and controls. IT Design includes Telecom, Data, AV, Access Control/Cameras Device Locations, Cable Routing and Coordination with IRSC IT Staff.*

Plumbing Engineering | *Modifications to the existing domestic water and sanitary sewer to support new interior upgrades floor plan changes. And for the upgrades to existing restrooms and fixtures.*

Fire Protection Engineering | *Rework existing head layout to support new interior upgrades and floor plan changes.*

OWNER Indian River State College
Reference/Point of Contact for OCI Contract: April Anderson, LEED AP Designer, *FLA Architects* (407-592-2456))

31. SIGNATURE	32. DATE
	September 13th, 2022
33. NAME AND TITLE Amir Kazeminia, PE *President*	

H. ADDITIONAL INFORMATION

ADDITIONAL PROJECT HIGHLIGHT

INDIAN RIVER STATE COLLEGE
Joint-Use Brackett Library Renovation, Vero Beach, Florida and Board of County Commissioners for Indian River County

OCI provided mechanical, electrical, plumbing, fire protection and ITS/AV engineering services for a new 30,000 SF joint-use library facility between Indian River State College and the County of Indian River. The 2-story facility was designed to serve both county residents in Vero Beach and students at the Mueller campus. With over 90 databases and more than 48,000 books, the library includes a community room, a children's and a young adult area and a library lab within the estimated $5 million building that was completed in October 2009.
]

SIZE 30,000-square-feet

COST $15 million

ROLE MEP/FP/ITS/AV Design Engineering

RELEVANCY

- ☑ Library
- ☑ Government
- ☑ HVAC Systems
- ☑ Similar Key Team

OWNER Schwabb, Twitty & Hanser
Leo A. Daly (561-832-5599)







31. SIGNATURE	32. DATE
	September 13th, 2022

33. NAME AND TITLE
Amir Kazeminia, PE *President*

H. ADDITIONAL INFORMATION

ADDITIONAL PROJECT HIGHLIGHT

PALM BEACH STATE COLLEGE
Library Renovation Palm Beach Gardens Campus, Florida

OCI provided complete mechanical, electrical, plumbing and fire protection engineering design services for a 49,184 SF Renovation to upgrade the existing Library and Learning Resource Center at Palm Beach Gardens Campus in Florida.

This two-story interior renovation of the state college library included a complete redesign of existing first-floor spaces, and the conversion of the entire second story to library space to accommodate a growing collection and the evolving technological and organizational needs of the library. The $4,000,000 library transformation encompassed reorganization of existing functions including entry and security, service points, collections, student study spaces, and administrative offices, as well as the addition of new program spaces including instructional rooms, media stations, a distance-learning classroom, and an information commons.

Completed in 2009, the highlight of the project was the creation of an invitational stair adjacent to the main entry and information commons that unified the first and second floors through visual and physical connections. The scope of this project also included a 10-year vision study in which the design architect, Leo A. Daley and OCI team identified preferred avenues for expansion and developed a new glass entry atrium/cafe concept.
]







SIZE 49,184-square-feet

COST $3.3 million

ROLE MEP/FP/ITS/AV Design Engineering

RELEVANCY

- ☑ Library
- ☑ HVAC Systems
- ☑ Local Projects
- ☑ Similar Key Team

OWNER Palm Beach State College
Kirk Stetson, Facilities Planning & Design, 561-868-3481

31. SIGNATURE	32. DATE
	September 13th, 2022

33. NAME AND TITLE
Amir Kazeminia, PE *President*

H. ADDITIONAL INFORMATION

ADDITIONAL PROJECT HIGHLIGHT

EMBRY-RIDDLE AERONAUTICAL UNIVERSITY
Mori Hosseini Student Union + Library, Daytona Beach, Florida







OCI provided complete mechanical, electrical, plumbing, fire protection, and IT/AV professional design engineering for this new four-story Student Union building at Embry-Riddle Aeronautical University's Daytona Beach campus, completed in 2017.

The Mori Hosseini Student Union is located near the main entrance to the University on South Clyde Morris Boulevard. It serves as the community hub where students, staff, and faculty come together to collaborate, study, relax and enjoy each other's company as well as enjoy a variety of services including retail, food, and entertainment. ***The third and fourth floors features a new state-of-the-art library.*** The first floor includes an events center that seats up to 900 people, a campus bookstore, student services, and a food court. The second floor houses the Student Government Association, study group rooms, computer labs, the senate chamber, a lounge, and exhibit space.

SIZE 178,000-square-feet

COST $75 million

ROLE MEP/FP/ITS/AV Design Engineering

RELEVANCY

- ☑ Library
- ☑ HVAC Systems
- ☑ Local Projects
- ☑ Similar Key Team

OWNER Embry-Riddle Aeronautical University
Chris Hardesty, Project Manager (386-226-6512)

MECHANICAL SYSTEMS

- The HVAC system was a chilled water system that utilized the existing campus chilled water loop.
- Calculated tonnage 620 tons for ERAU
- Modular VAV chilled water units to serve the occupied spaces.
- IAQ method and bi-polar ionization to reduce the amount of outside air into the building while maintaining the proper indoor air quality.
- Atrium smoke control system was designed for the atriums.
- Utilized a series of hi-throw linear diffusers and nozzle diffusers to supply air into the high volume areas while reducing sound levels.

31. SIGNATURE	32. DATE
	September 13th, 2022

33. NAME AND TITLE
Amir Kazeminia, PE *President*

H. ADDITIONAL INFORMATION

ADDITIONAL PROJECT HIGHLIGHT

DAYTONA STATE COLLEGE
Gale Lemerand Student Union, Daytona Beach, Florida



OCI provided professional mechanical, electrical, plumbing, fire protection, and IT/AV engineering design for this new facility. The Gale Lemerand Student Center on Daytona Beach College's Daytona Beach Campus is a new 85,000 square foot, three-story building with a ***library located on the third floor.*** The lower levels have a career services center, communal areas, group study rooms, information desk, a cafeteria, a 500-person event center, offices for student clubs, and a game room.



SIZE 11,200-square-feet

COST $32.6 million

ROLE MEP/FP/ITS/AV Design Engineering

RELEVANCY

- ☑ Library
- ☑ HVAC Systems
- ☑ Local Project
- ☑ Similar Key Team



MECHANICAL SYSTEMS

- The HVAC system was a chilled water system that utilized the existing campus chilled water loop.
- Calculated tonnage for DSC was 328 tons
- We used modular VAV chilled water units to serve the occupied spaces.
- We used the IAQ method and bi-polar ionization to reduce the amount of outside air into the building while maintaining the proper indoor air quality.
- Atrium smoke control system was designed for the atriums.
- Utilized a series of hi-throw linear diffusers and nozzle diffusers to supply air into the high volume areas while reducing sound levels.

OWNER Daytona State College
Reference/Point of Contact for OCI Contract: April Anderson, LEED AP Designer, *ikon5 Architects* (407-592-2456))

31. SIGNATURE	32. DATE
	September 13th, 2022
33. NAME AND TITLE Amir Kazeminia, PE *President*	

H. ADDITIONAL INFORMATION

ADDITIONAL CONTRACT HIGHLIGHT

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
Prime MEP Continuing Services Contract

OCI has a 4-year relationship State of Florida Department of Management Services under a ***Prime MEP Continuing Services Contract*** initially awarded in 2019. Successfully serving from our Maitland Headquarters, our current contract includes mechanical, electrical, and plumbing design engineering for projects under $4 million. We began with the replacement of 5 air-handling units at the Grizzle Building in Largo, Florida, and has since working on the Peterson Building, Daytona Beach Regional Services Center, and the WMNF Communications Radio building.

COST Projects under $4 Million

ROLE Prime MEP/FP Design Engineering

RELEVANCY

- ☑ Prime Consultant
- ☑ Government Continuing Services Contract
- ☑ Occupied Public Works Facilities
- ☑ Similar Key Team
- ☑ Heavy Mechanical Projects

CONTINUING SERVICES PROJECTS | *partial listing*

- **WMNF Communications Radio HVAC Upgrades, Tampa, FL**
- **WMNF Communications Radio Generator Replacement, Tampa, FL**
- **Grizzle Building Phase II, Largo, FL**
- **Daytona Beach Regional Services Center HVAC Upgrades, Daytona Beach, FL** *(pictured C)*
- **Peterson Building OAU Replacement, Largo, FL** *(pictured B)*
- **Grizzle Building HVAC & Power Upgrades, Largo, FL** *(pictured A)*


A


B


C

31. SIGNATURE	32. DATE
	September 13th, 2022

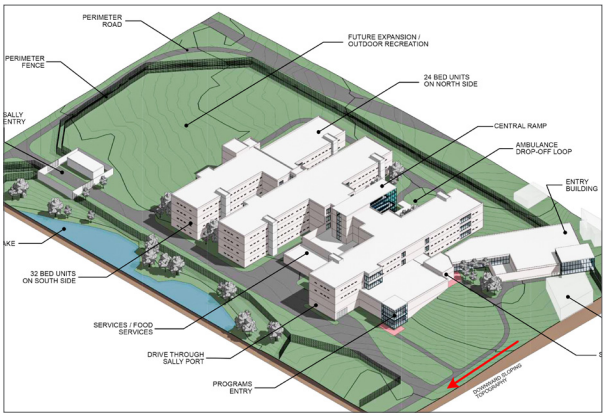
33. NAME AND TITLE
Amir Kazeminia, PE *President*

H. ADDITIONAL INFORMATION

ADDITIONAL PROJECT HIGHLIGHT

FLORIDA DEPARTMENT OF CORRECTIONS

Lake Correctional Institute Inpatient Mental, Clermont, Florida
(Lake County)







OCI Associates, Inc was selected as the Engineer of Record as a sub-consultant for new 205,000-square-foot mental health treatment facility in ***Lake County, Florida.***

Currently in design, the new 550-bed facility integrates group therapy rooms, individual therapy rooms, recreational space, medical consultation rooms, nursing stations, and multi-use office/work station space into the secure inmate housing areas. It is envisioned that dedicated professional office space will be provided in a new adjacent building (approximately 30,000 GSF) that will also serve as the new main control building. The project will also include new infirmary/dental space in the new mental health treatment facility and may include modifications to existing food service capacity.

Mental health treatment services will be coordinated with security operations to the highest degree possible through line-of-sight characteristics, controlled access features, and audio/visual technologies. The Department intends to explore non-traditional prison construction features that lend themselves to improved staffing efficiencies and optimized building operation and maintenance. The project will include the demolition of all 12 existing structures on the north side of the compound. Connections between the new facilities will need to accommodate emergency medical transports through the front sally port.

COST $138 Million

SIZE 205,000-square-feet

ROLE MEP/FP/LV/L Design Engineering

RELEVANCY

- ☑ Lake County Project
- ☑ Local Government Project
- ☑ Similar Key Team

OWNER Florida Department of Corrections
Reference/Point of Contact for OCI Contract: Robert Karamitsos, *Senior Project Architect, HOK* (813-371-5732)

H. ADDITIONAL INFORMATION

ADDITIONAL PROJECT HIGHLIGHT

LAKE COUNTY

Supervisor of Elections Building, Tavares, Florida



OCI is currently in the design of the 50,000-square-foot Supervisor of Elections Administrative Office and Warehouse Facility for ***Lake County***. The scope of services includes engineering the mechanical, electrical, plumbing, fire protection and low voltage design for the new $9.3 million dollar ***public works facility*** which includes site development costs, construction, furniture, fixtures, equipment, professional fees, soft costs, appropriately sized parking lots, site lighting, landscaping, signage, security measures, and other building costs.



The administration building is a 25,000-square-foot facility that includes offices, reception, lobby, break room, restrooms, locker rooms, meeting rooms, and warehouse space. The Facility shall also include secure separation of public areas, election staff areas, intake, staging, transport and storage. The Facility shall include covered loading dock, surface parking, razor wire fencing and electronic sliding secure vehicle gates. The Facility may include a logistics room, debriefing room, classroom, and news media room.

A portion of the facility shall be a hardened design for resistance to winds up to 140 MPH. Integration of mechanical, electrical, plumbing, fire protection, fire alarm, security surveillance, access control and communications systems for 24-hour operation during an emergency event is essential.



COST $9.3 Million

SIZE 50,000-square-feet

ROLE MEP/FP/LV Design Engineering

RELEVANCY

- ☑ Local Project
- ☑ Government Contract
- ☑ Working with Lake County
- ☑ Similar Key Team

OWNER Lake County Board of Commissioners

Reference/Point of Contact for OCI Contract: Rob Castrovinci, *Senior Architect* (561-313-2021)



SECTION

5

FIRM QUALIFICATIONS

GLOSSARY

A/E	Architectural/Engineering
AHU	Air Handling Unit
ALC	Advanced Learning Center
ASD	Autism Spectrum Disorder
AV	Audio/Visual
BCU	Blower Coil Unit
BIM	Building Information Modeling
CA	Cosntruction Administration
CAD	Computer Aided Design
CD's	Construction Documents
CEM	Certified Energy Manager
CEO	Chief Executive Officer
CEP	Central Energy Plant
CRM	Customer Relationship Management Software
Cx	Commissioning
CxA	Commissioning Authority
DCP	Design Criteria Package
DD's	Design Development
Dept.	Department
DMS	Department of Management Services
EEOR	Electrical Engineer of Record
EOR	Engineer of Record
ESE	Exceptional Student Education
Etc.	Etcetera
EXP.	Expires
FA	Fire Alarm
FEFPA	Florida Educational Facilities Planners Association
FP	Fire Protection
HCPS	Hillsborough County Public Schools
HVAC	Heating, Ventilation, and Air Conditioning
IAQ	Indoor Air Quality
IDIQ	Indefinite Delivery/Indefinite Quantity
ITS	Information Technology Systems
LDB	Local Developing Business
LED	Light-emitting Diode
LEED AP	LEED Accredited Professional
LP	Liquified Gas
LV	Low Voltage
MBE	Minority Business Enterprise
MDC	Miami Dade College
MDF	Main Distribution Frame
MEOR	Mechanical Engineer of Record
MEP	Mechanical, Electrical, Plumbing
Mil	Million
NICET	National Institute of Certification Engineering Technologies
CAD	Computer-aided Design
OCI	OCI Associates, Inc.
OCPS	Orange County Public Schools
O&M	Operation & Maintenance
PE	Professional Engineer
PM	Project Manager
QA/QC	Quality Assurance/Quality Control
RCDD	Registered Communications Distribution Designer
RFI	Request for Information
SCPS	Seminole County Public Schools
SDOC	School District of Osceola County
SDVOSB	Service Disabled Veteran Owned Small Business
SFO	San Francisco Airport
VAV	Variable Air Volume
VCS	Volusia County Schools
WBE	Women Business Enterprise
WPB	West Palm Beach

ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER *(If any)*: RFSQ #220243

PART II – GENERAL QUALIFICATIONS

2a. FIRM (OR BRANCH OFFICE) NAME: OCI Associates, Inc.		3. YEAR ESTABLISHED: 1987	4. UNIQUE ENTITY IDENTIFIER: KA7LMAYJZGQ2
2b. STREET: 600 S. Orlando Ave		5. OWNERSHIP a. TYPE: Corporation b. SMALL BUSINESS STATUS: Federal (Self Certified)	
2c. CITY: Maitland	2d. STATE: FL / 2e. ZIP: 32751		
6a. POINT OF CONTACT NAME AND TITLE: Amir Kazeminia, PE, *President + CEO*			
6b. TELEPHONE NUMBER: 407-332-5110	6c. E-MAIL ADDRESS: amir@ociassociates.com	7. NAME OF FIRM *(If block 2a is a branch office)*: N/A	
8a. FORMER FIRM NAMES(S) *(If any)*: N/A		8b. YR. ESTABLISHED: N/A	8c. UNIQUE ENTITY IDENTIFIER: KA7LMAYJZGQ2

9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c. Number of Employees (1) FIRM	c. Number of Employees (2) BRANCH
02	Administration	12	
08	CAD Technicians	5	
13	Communications Engineers	2	
21	Electrical Engineers	16	
25	Fire Protection Engineers	3	
42	Mechanical Engineers	15	
48	Project Manager | Mechanical	8	
48	Project Manager | Electrical	5	
48	Project Manager | Plumb/FP	1	
	Commissioning	3	
	Plumbing Designers	8	
	Lighting Designers	1	
	Total	**79**	

10. PROFILE OF FIRM'S EXPERIENCES AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Profile Code	b. Experience	c. Revenue Index Number *(see below)*
A05	Airports, Terminals & Hangars	5
C06	Churches; Chapels	1
C10	Commercial Buildings (low rise)	4
C11	Community Facilities	2
E02	Educational Facilities (Classrooms)	5
D07	Dining Halls, Clubs & Restaurants	5
E03	Electrical Studies & Design	5
F03	Fire Protection	4
H04	Heating; Ventilating; Air	5
H06	Highrise	4
H09	Hospitals & Medical Facilities	3
H10	Hotels	4
H11	Housing (Residential)	4
J01	Judicial & Courtroom Facilities	1
L01	Libraries, Museums, Galleries	2
L05	Lighting (Interiors; Display)	2
L06	Lighting (Exteriors; Streets)	2
O01	Office Buildings; Industrial Parks	5
P07	Plumbing & Piping Design	4
P08	Prisons & Correctional Facilities	5
P13	Public Safety Facilities	6
R05	Recreation Facilities	1
R06	Rehabilitation (Buildings)	3
R08	Research Facilities	4

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS *(Insert revenue index number shown at right)*

a. Federal Work	5
b. Non-Federal Work	7
c. Total Work	7

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

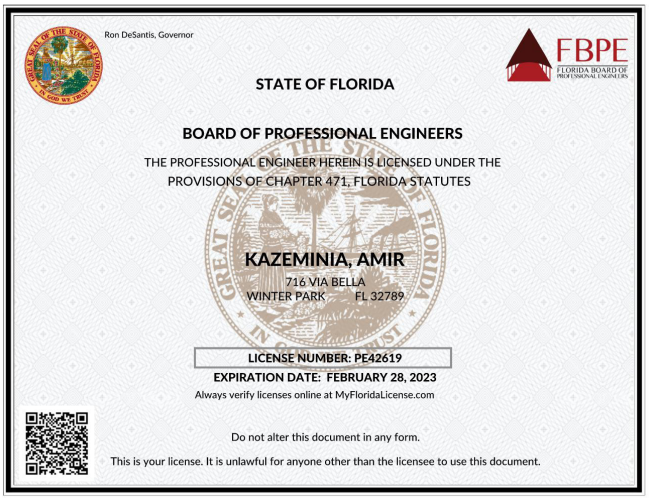
1. Less than $100,000
2. $100,000 to less than $250,000
3. $250,000 to less than $500,000
4. $500,000 to less than $1 million
5. $1 million to less than $2 million
6. $2 million to less than $5 million
7. $5 million to less than $10 million
8. $10 million to less than $25 million
9. $25 million to less than $50 million
10. $50 million or greater

12. AUTHORIZED REPRESENTATIVE The foregoing is a statement of facts.

a. SIGNATURE

b. DATE: September 13th, 2022

c. NAME AND TITLE: Amir Kazeminia, PE, *President*



Ron DeSantis, Governor

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

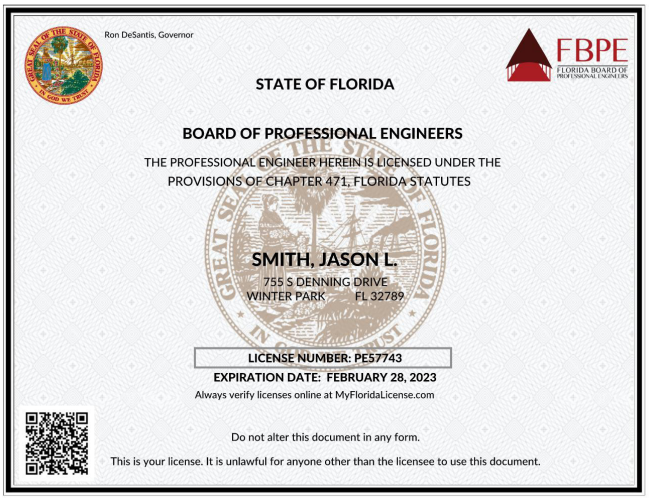
KAZEMINIA, AMIR
716 VIA BELLA
WINTER PARK FL 32789

LICENSE NUMBER: PE42619
EXPIRATION DATE: FEBRUARY 28, 2023
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.

Amir Kazeminia, PE
Registration Florida PE #42619
Qualifying Agent
Exp. 2023



Ron DeSantis, Governor

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

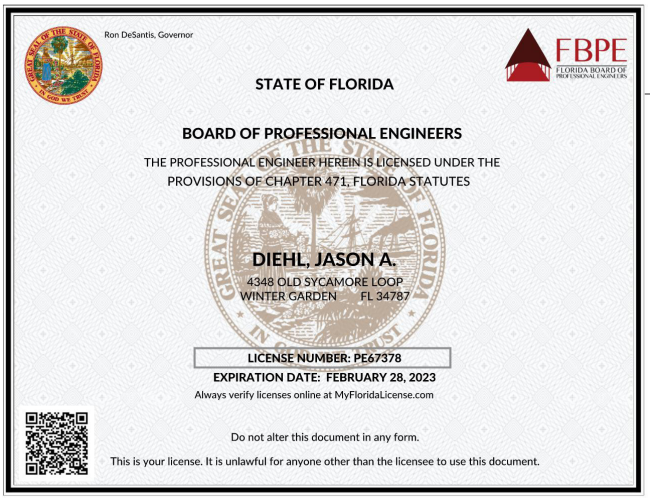
SMITH, JASON L.
755 S DENNING DRIVE
WINTER PARK FL 32789

LICENSE NUMBER: PE57743
EXPIRATION DATE: FEBRUARY 28, 2023
Always verify licenses online at MyFloridaLicense.com

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Jason Smith, PE
Registration Florida PE #57743
Mechanical Engineer of Record
Exp. 2023



Ron DeSantis, Governor

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

DIEHL, JASON A.
4348 OLD SYCAMORE LOOP
WINTER GARDEN FL 34787

LICENSE NUMBER: PE67378
EXPIRATION DATE: FEBRUARY 28, 2023
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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Jason Diehl, PE, LEED AP
Registration Florida PE #67378
Senior Mechanical Engineer
Exp. 2023



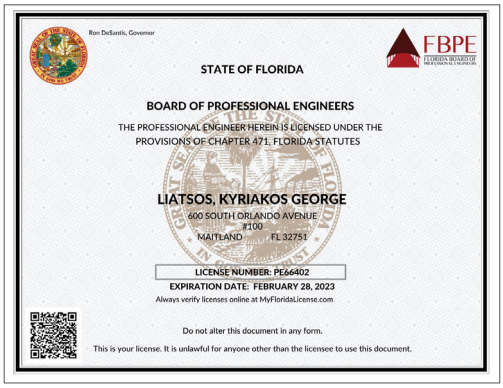
Jason Smith, PE, LEED AP BD
LEED AP Building Design + Construction
Exp. 2023



Jason Smith, PE, CEM
Certified Energy Manager
Exp. 2024



Jason Diehl, PE, LEED AP
LEED Accredited Professional



Keith Liatsos, PE
Registration Florida PE #66402
Electricall Engineer of Record
Exp. 2023

OCIAS-1 OP ID: SG

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/25/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 407-321-0991 Shea Barclay (Tampa) Mike Shea 501 E. Kennedy Blvd, #1000 Tampa, FL 33602 Sandy Garrick	CONTACT NAME: Sandy Garrick PHONE (A/C, No, Ext): 407-321-0991 FAX (A/C, No): E-MAIL ADDRESS: sgarrick@sheabarclay.com
INSURED OCI Associates, Inc. & OCI Engineering, LLC & OCI Engineers, LLC 600 S Orlando Avenue #100 Maitland, FL 32751	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Continental Casualty — 20443 INSURER B : Beazley — 37540 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	B6016685981	08/17/2022	08/17/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY — SCHEDULED AUTOS X HIRED AUTOS ONLY — X NON-OWNED AUTOS ONLY			6016685754	08/17/2022	08/17/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X	X	B6016686029	08/17/2022	08/17/2023	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	WC 6 20671500	08/17/2022	08/17/2023	X PER STATUTE X OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional			AEH591912214	08/17/2022	08/17/2023	PerCl/Agg	5,000,000
B	Cyber			W2FF15210101	08/10/2022	08/10/2023	PerCl/Agg	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

See page two for AI, WOS, PNC and cancellation
GL deductible - -0-
Auto deductible - -0-
Work Comp deductible - -0-
Professional Liability deductible $35,000

CERTIFICATE HOLDER

LEESBURG

City of Leesburg
Purchasing Manager
P.O. Box 490630
Leesburg, FL 34749-0630

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Sandy Garrick

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State of Florida
Department of State

I certify from the records of this office that OCI ASSOCIATES, INC. is a corporation organized under the laws of the State of Florida, filed on April 20, 2004.

The document number of this corporation is P04000066436.

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 3, 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 Third day of January, 2022

Secretary of State

Tracking Number: 3195065669CC

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

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



ORLANDO
FT. PIERCE
FT. MYERS
WEST PALM BEACH
TAMPA
WASHINGTON DC
MIAMI
DALLAS
SAN FRANCISCO

600 South Orlando Avenue
Maitland, FL 32751
407.332.5110

www.ociassociates.com

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A TASK ORDER WITH OCI ASSOCIATES, INC. FOR LIBRARY HVAC ASSESSMENT IN THE AMOUNT OF $13,460.00; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorized to execute a task order with OCI ASSOCIATES, INC. whose address is 600 SOUTH ORLANDO AVENUE, MAITLAND, FL 32751 for PROFESSIONAL SERVICES - MECHANICAL ENGINEER .

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 28th day of November 2022.

_____
Mayor

ATTEST:

_____
City Clerk

TASK ORDER UNDER AN
AGREEMENT FOR PROFESSIONAL SERVICES
ON A CONTINUING BASIS

THIS TASK ORDER is made as of the **28th** day of **November** in the year **2022**, between **THE CITY OF LEESBURG, FLORIDA,** a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY", or "SPONSOR", or "OWNER"), and **OCI ASSOCIATES, INC.** whose address is 600 South Orlando Avenue, Maitland, Florida 32751 (hereinafter referred to as the "PROFESSIONAL").

WITNESSTH:

WHEREAS, on November 28, 2022, the CITY and PROFESSIONAL entered into an Agreement for professional engineering services on a continuing basis (hereinafter referred to as the "Master Agreement"). The Master Agreement is referenced herein as though set forth in full text.

WHEREAS, the CITY and the PROFESSIONAL desire to enter into a Written Task Order (hereinafter referred to as "Task Order") for professional services providing mechanical engineering services on the below referenced Project.

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

1. **Recitals**.

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

2. **Scope of Services.**

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

Project:
CITY OF LEESBURG LIBRARY
HEATING, VENTILATION, AND AIR CONDITIONNG (HVAC) ASSESSMENT

3. **Compensation.**

The PROFESSIONAL shall perform the Scope of Services for an amount of **$13,460.00**. The cost of these services shall not exceed this amount unless the CITY has executed a written Change Order approving additional Services and additional compensation.

[*Signature page follows.*]

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

_____

_____
Title

THE CITY OF LEESBURG, FLORIDA

_____
Mike Pederson, Mayor

ATTEST:

_____
J. Andi Purvis, City Clerk

OCI Associates, Inc.
Project Cost/Task Breakdown

City of Leesburg Library
HVAC Assessment

11/15/2022

Task 1: Field Survey								
Mechanical/PM	Project Engineer	$195	per hour	x	8	hours	=	$1,560
Mechanical	Project Engineer	$135	per hour	x	8	hours	=	$1,080
Electrical	Project Engineer	$195	per hour	x	8	hours	=	$1,560
						Task 1: Subtotal		$4,200

Task 2: Develop and Issue Report								
Mechanical/PM	Project Engineer	$195	per hour	x	24	hours	=	$4,680
Mechanical	Project Engineer	$135	per hour	x	24	hours	=	$3,240
Electrical	Project Engineer	$195	per hour	x	4	hours	=	$780
Admin	Clerical	$70	per hour	x	8	hours	=	$560
						Task 2: Subtotal		$9,260

Task 1 - 2 Total	$13,460

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.B.3.

Meeting Date: November 28, 2022

From: Aaliyah Davis, (Purchasing Manager), Dan Miller, (Planning and Zoning Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Agreement with Calvin, Giordano & Associates, Inc.; and providing an effective date.

Staff Recommendation:
Staff recommends award of Request for Proposal (RFP) 220222 to Calvin, Giordano & Associates, Inc. and approval of the resolution authorizing execution of the Agreement for an amount of $150,044.00.

Analysis:
The purpose of this proposal is to develop a new comprehensive growth management plan. The overall goal of this process is to develop a new Growth Management Plan document (Comprehensive Plan) to replace the City's current Growth Management Plan, (as amended), which was adopted in December 2012, plus subsequent amendments thereto and revised Land Development Regulations (Zoning Code).

The City of Leesburg and the Central Florida area is experiencing unprecedented growth. This new Plan will be the guiding document for growing in a strategic manner, with tangible goals, objectives and policies which are measurable and achievable within the planning horizon of 2045. The updated and revised Comprehensive Plan will guide long term growth, and provide direct support to staff, appointed and elected officials and the general public in day-to-day decisions for each specified element. It is of utmost importance to garner the support and commitment of local stakeholders, City Staff, the Planning Commission and City Commission in developing Leesburg's vision for the future.

Procurement Analysis:
The Procurement Division issued Request for Proposal 220222 on June 20, 2022. On July 21, 2022 the City received two (2) proposals. Evaluation Committee members evaluated the proposals and came to a consensus as to the final ranking show here. The ranking summary is as follows:

Rank	Firm Name
1	Calvin, Giordano & Associates, Inc.
2	The Corradino Group, Inc.

Options:

1. Approve award of the Request for Proposal 220222 and the resolution authorizing execution of the Agreement with Calvin, Giordano & Associates, Inc.; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Funds are available in FY 22 which will be rolled to FY 23 (current budget) of $50,000 and another $100,000 was included in the current budget.

Account No.	001-6151-515-3110
Budget	$150,000.00
Available	$150,000.00

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH CALVIN, GIORDANO & ASSOCIATES, 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 CALVIN, GIORDANO & ASSOCIATES, INC. whose address is 13535 FEATHER SOUND DRIVE, CLEARWATER, FL 33762, for COMPREHENSIVE PLAN UPDATE (RFP 220222).

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 28th day of November 2022.

_____
Mayor

ATTEST:

_____
City Clerk

220222-RFP Comprehensive Plan Update

AGREEMENT

THIS AGREEMENT, entered into this 28 day of November 2022, by and between the CITY OF LEESBURG whose mailing address is 501 West Meadow Street, Leesburg, Florida 34748, hereinafter called the CITY, and of CALVIN, GIORDANO, & ASSOCIATES, INC., whose mailing address is 13535 Feather Sound Drive, Clearwater, Florida 33762**,** hereinafter called the CONSULTANT.

WITNESSETH:

That the CITY and CONSULTANT, in consideration of the mutual covenants hereinafter set forth, do mutually agree as follows:

ARTICLE I - WORK

The CITY'S Contract Documents for this project include those listed in Article X. In strict accordance with these Contract documents, the CONSULTANT agrees to furnish all labor, superintendence, materials, facilities, and equipment to perform all work necessary for or incidental to and to perform all other obligations imposed by this Contract for the Project generally described as follows: 220222-RFP: COMPREHENSIVE PLAN UPDATE.

ARTICLE II - TIME FOR COMPLETION

CONSULTANT hereby agrees to commence work under an agreement on or before a date to be specified in the "Notice to Proceed" and to fully complete the initial scope of work to conduct public meetings and update the Comprehensive Plan within three hundred and sixty-five (365) consecutive calendar days thereafter. An additional one hundred and eighty days (180) will be provided to complete Land Development Code Updates, if and as needed.

ARTICLE III - COMPENSATION

The CONTSULTANT shall receive and accept compensation for performance of the work in accordance with the price(s) reflected in the CONSULTANT'S RFP Response and as identified in the Notice of Award, the Lump Sum fee not to exceed ($150,044) one hundred and fifty thousand and forty-four dollars and no cents, unless approved by both parties to this AGREEMENT.

ARTICLE IV - PAYMENT INVOICING

The CITY will make payment to the CONSULTANT based on the submission of invoices for Work completed. All payments will be made in accordance with the requirements of Section 218.70 *et. Seq,* Florida Statutes, "The Local Government Prompt Payment Act".

ARTICLE V – PLEDGE AND ASSIGNMENT

The CONSULTANT shall not pledge or assign any monies due herein under and shall not assign or transfer their interest in this Agreement without prior written consent of the CITY.

ARTICLE VI – INDEMNIFICATION

To the greatest extent allowed by applicable law, the CONSULTANT releases and shall indemnify, hold harmless, and, defend, each City Indemnified Party (defined as the CITY, and its officers, employees and agents) from and against any Indemnified Loss (defined as any and all third-party claims, losses, costs, expenses, actions and causes of action, including reasonable attorney's

fees at all levels, to the extent arising out or by reason of any damage or injury to persons or property suffered or claimed to have been suffered, by any intentional or negligent act or omission of the CONSULTANT, its directors, officers, employees, or agents in the carrying out of the terms and conditions of this Agreement).

Except as provided otherwise in this section, the obligation of the CONSULTANT under this section is absolute and unconditional; to the extent allowed by applicable law or not otherwise prohibited, it is not conditioned in any way on any attempt by a City Indemnified Party to collect from an insurer any amount under a liability insurance policy, and is not subject to any set-off, defense, deduction, or counterclaim that the CONSULTANT might have against the City Indemnified Party.

The Party claiming right to indemnification ("Claimant") will give the indemnifying Party ("Indemnitor") prompt notice of any such claim and the Indemnitor will undertake the defense thereof by representatives of its own choosing. CONSULTANT's indemnification obligations are contingent upon timely receipt of notice, such that defense of the matter is not compromised and upon the Claimant providing such reasonable assistance in the defense of the matter as CONSULTANT shall request. In the event indemnitor, within a reasonable time after notice of claim, fails to defend, the Claimant shall have the right to undertake the defense, compromise, or settlement of such claim on behalf of and for the account and risk of the Indemnitor, subject to the right of the Indemnitor to assume such defense at any time prior to settlement, compromise, or final determination thereof. Notwithstanding the foregoing, in the event either Party reasonably believes that counsel defending any such action has unacceptable conflicts of interest or otherwise lacks the skill to adequately protect such Party's interest, such Party reserves the right to defend itself with its own counsel or retained counsel at the Claimant's expense, unless the Claimant is found negligent or otherwise responsible for the occasion of the litigation. Nothing herein shall be interpreted as a waiver by the CITY of its rights, including the procedural requirements and limited waiver of immunity, as set forth in Florida Statutes§ 768.28, or any other statute, and the CITY expressly reserves these rights to the full extent allowed by law.

If the CITY invokes its right to defend any claim or action with respect to any Indemnified Loss as a result of a conflict of interest, the CITY may employ any outside counsel selected from its or CONSULTANT's carrier's list of panel counsel to enforce or defend the CITY's right to indemnity provided by this Agreement. If the CONSULTANT undertakes the defense of any claim or action with respect to any Indemnified Loss, the City Indemnified Party may participate in the defense at the Claimant's sole cost and expense. The CONSULTANT shall advance or promptly reimburse to a City Indemnified Party any and all reasonable costs and expenses incurred by the City Indemnified Party in connection with investigating, preparing to defend, settling, or defending any legal proceeding for which the City Indemnified Party is entitled to indemnification under this Agreement.

ARTICLE VII - ATTORNEY FEES

CONSULTANT and CITY hereby stipulate to legal venue in Lake County, Florida, in the event of any dispute resolution herein and further agree that the prevailing party in any litigation shall pay the costs and reasonable attorney's fees through the appeal process. No disputes shall be subject to arbitration, except with the mutual agreement of the parties herein.

.

ARTICLE VIII - GENERAL WARRANTIES

The CONSULTANT represents to the CITY that:

A. The CONSULTANT is solvent financially and is experienced in and is competent to perform the work;

B. The CONSULTANT is familiar with all Federal, State, Municipal, or other regulatory laws, ordinances, and/or regulations, which, in any manner whatsoever, may affect the work to be performed and agrees to comply with them;

C. The CONSULTANT has examined carefully the Contract Documents and has become familiar, by its own investigation, with the various conditions which may affect the performance of the work, and

D. The CONSULTANT will insert in any Subcontract under this Agreement the requirements contained in this Article. The term "CONTRACTOR" or “CONSULTANT”, as used in such clauses and any Subcontract shall mean the Subcontractor. All Subcontractors shall be precluded from making any pass-through claims against the CITY. CONSULTANT shall defend and deal with all claims by its subcontractors, and shall include this clause, or words to its effect, in the CONSULTANT'S Contract with its Subcontractors.

E.

ARTICLE IX - MISCELLANEOUS

A. The terms used in this Agreement which are defined in the Request for Proposal shall have meanings indicated in the complete Contract Documents to include the scope of work.

B. The CITY and the CONSULTANT each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto in respect to all covenants, agreements, and obligations contained in the Contract Documents.

C. The CONSULTANT shall maintain routine records to include procurement invoices, schedule of values, payment requests, subcontractor payments, approved submittals, reports, job meeting minutes, logs, and diaries. All said records shall be available to the CITY upon request.

D. CONSULTANT and CITY hereby stipulate to legal venue in Lake County, Florida, in the event of any dispute resolution herein and further agree that the prevailing party in any litigation shall pay the costs and reasonable attorney's fees through the appeal process. No disputes shall be subject to arbitration, except with the mutual agreement of the parties herein.

E. The law governing this contract shall be that of the State of Florida.

ARTICLE X –CONTRACT DOCUMENTS

The Contract Documents for this project consist of the following:

A. This Agreement
B. 220222-RFP for Comprehensive Plan Update, including any modifications/addendum
C. Scope of Work
D. CONSULTANT'S Pricing Proposal
E. Certificate of Liability Insurance

ARTICLE XI - PROTECTION OF RESIDENT WORKERS

The CITY supports the Federal Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification and non-discrimination. The CONSULTANT is held responsible to establish appropriate procedures and controls so no service under this Agreement will be performed by any worker who is not legally eligible to perform such services. The CITY shall have the right to immediately terminate this agreement if the CITY determines that the CONSULTANT has failed to perform satisfactorily with respect to its employment practices in support of INA. The CONSULTANT shall be required to 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 this same requirement to confirm employment eligibility of all sub-consultants.

ARTICLE XII - NON-DISCRIMINATION

No person on the grounds of race, color, age, gender, or national origin shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination by the CONSULTANT while implementing the provisions of this Agreement.

ARTICLE XIII - TERMINATION

This Agreement may be terminated by either party with fifteen (15) days written notice for a failure on either party's part to perform in accordance with the terms of this Agreement. If this Agreement is terminated, the CONSULTANT shall be paid for all work performed up to the date of termination. Prior to final payment, the CONSULTANT will provide to the CITY all completed original or draft work to date including but not limited to research, records, surveys, data and reports, maps, technical notes, and other relevant documents.

ARTICLE XIV - DISCLOSURE

The CONSULTANT hereby affirms that it has not made or agreed to make any valuable gift whether in the form of services, loan, thing, or promise to any person or any of the person's immediate family, having the duty to recommend, the right to vote upon, or any other direct influence on the selection of consultants to provide professional services to the CITY within the two years preceding the execution of this Agreement.

ARTICLE XV - PUBLICATION AND PUBLICITY

Articles, papers, bulletins, reports, presentations, or other material describing the plan, progress, analyses, results, or findings of the work conducted under this Agreement shall not be presented publicly without prior approval of the CITY.

ARTICLE XVI – NO WAIVER

No Waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach. Every right and remedy of each of the parties shall be cumulative and either party, in its sole discretion, may exercise any and all rights or remedies stated in this Agreement or otherwise available at law or in equity.

ARTICLE XVII – APPLICABLE LAW, VENUE

A. The validity of this Agreement and of any of its terms and provisions, as well as the rights and duties of the parties hereunder, shall be interpreted and enforced pursuant to and in accordance with the laws of the State of Florida. CONSULTANT and CITY hereby stipulate to legal venue in Lake County, Florida, in the event of any dispute resolution herein and further agree that the prevailing party in any litigation shall pay the costs and reasonable attorney's fees through the appeal process. No disputes shall be subject to arbitration, except with the mutual agreement of the parties herein.

ARTICLE XVIII - SEVERABILITY

In the event that any term of this Agreement is adjudged by the court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the remaining terms thereof, nor shall it result in the failure of the Agreement unless the court finds that the remainder of the Agreement cannot be enforced absent the stricken term.

LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the parties hereto have executed Two (2) originals of this Agreement the day and year first above written.

ATTEST:

By:_____
City Clerk

(CORPORATE SEAL)

CITY OF LEESBURG, FLORIDA

By: _____
Mike Pederson, Mayor

By: _____
Al Minner, City Manager

APPROVED AS TO FORM:

By:_____
City Attorney, City of Leesburg

CALVIN, GIORDANO, & ASSOCIATES, INC.:
(a SAFEbuilt Company)

By: _____
Print or Type Name

_____
Print or type Title

_____
Signature

ATTACHMENT 'A'

Leesburg Comp Plan Update Cost Breakdown 10/24/2022

Blended Hourly Rate	**$172**	**Fee**	**Total**
Phase 1.			
Kickoff meetings with staff and key department personnel		$4,300.00	
Initial Document Review		$5,504.00	
Project Management Plan		$2,408.00	
	Sub Total		**$12,212.00**
Phase 2.			
Review and update all associated data for the 20 year planning horizon (in conjunction with City Staff)		$47,300.00	
Prepare mapping layers for updated data		$3,440.00	
	Sub Total		**$50,740.00**
Phase 3.			
Joint meeting with Planning Board & Commission		$2,408.00	
Public Workshop 1		$7,396.00	
Public Workshop 2		$7,396.00	
	Sub Total		**$17,200.00**
Phase 4a.			
Preperation of first draft Comprehensive Plan amendments and Maps		$15,480.00	
Presentation of Draft to Staff and Planning Board		$3,440.00	
Preperation of Final Draft incorporating recommended changes		$11,008.00	
	Sub Total		**$29,928.00**
Phase 4b.			
Analysis and development patterns and preperation of New draft residential category		$6,020.00	
Presentation of draft category to LPA		$1,720.00	
Presentation of Draft Category to Commission		$2,580.00	
Finalize new draft residential category		$1,720.00	
	Sub Total		**$12,040.00**
Phase 4c.			
Prepare draft LDC to implement comprehensive plan amendments		$6,880.00	
Present draft to Plannin & Zoning Board for review		$1,720.00	
Present draft to Commission		$2,064.00	
Finalize draft amendments		$2,752.00	
	Sub Total		**$13,416.00**
Phase 5a.			
LPA Public Hearing		$2,064.00	
Commission Transmittal Hearing and 1st reading of LDC		$2,064.00	
Address Agency comments		$4,816.00	
Commission adoption hearing and 2nd reading of LDC		$2,064.00	
	Sub Total		**$11,008.00**
Phase 5b.			
Printing and binders for 20 sets of adopted Comp Plan		$3,500.00	
	Sub Total		**$3,500.00**

Note: This is a lump sum prooposal based on anticipated tasks & includes travel and other expenses.
Additional details will be dedveloped during contract negotiations **$150,044.00**

Calvin, Giordano & Associates, Inc.
A SAFEbuilt COMPANY

DIVIDER PAGE

QUESTIONNAIRE NO:	1.1.3
TITLE:	LETTER OF TRANSMITTAL
WEIGHT:	0% - Not Scored
REQUESTED INFORMATION:	Proposers will provide a brief letter, not to exceed 2 pages, that introduces your company and designates a primary point of contact for any questions the City may have related to your proposal. This is an unscored item.









Comprehensive Plan Update

Solicitation No.
220222
Prime Firm:
Calvin, Giordano & Associates, Inc.

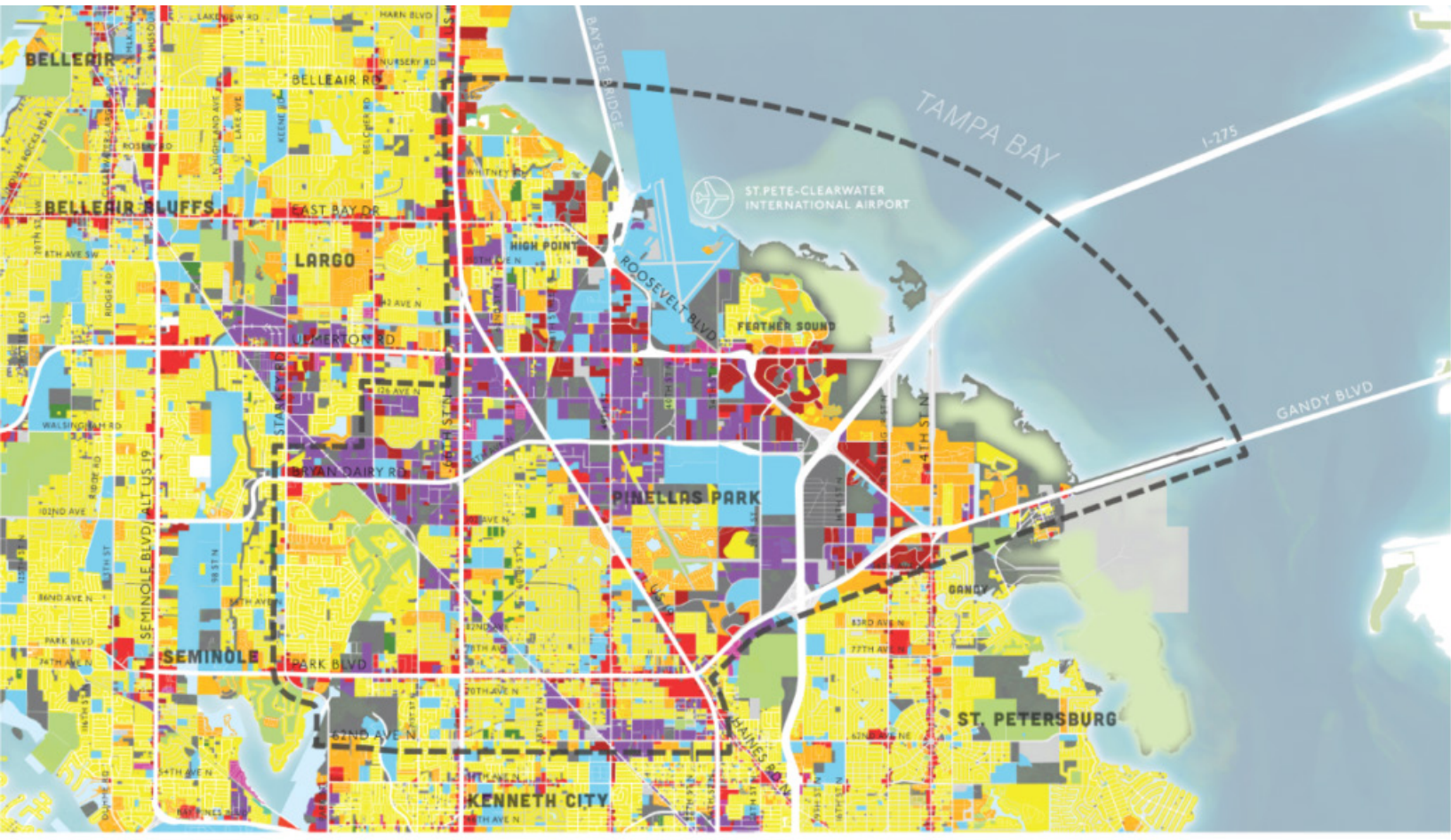
Due Date and Time:
July 21, 2022 at 11:00 AM

Primary Contact
Christopher Brimo, AICP

Project Manager
cbrimo@cgasolutions.com

Address:
13535 Feather Sound Drive
Clearwater, FL 33762

Telephone No.:
727.394.3825



Letter of Transmittal

Calvin, Giordano & Associates, Inc.
A SAFEbuilt® COMPANY

Building Code Services
Civil Engineering / Roadway & Highway Design
Coastal Engineering
Code Enforcement
Construction Engineering & Inspection (CEI)
Construction Services
Data Technologies & Development
Electrical Engineering
Engineering
Environmental Services
Facilities Management
Grant Management & Writing
Geographic Information Systems (GIS)
Governmental Services
Indoor Air Quality (IAQ)
Landscape Architecture
Planning
Project Management
Redevelopment & Urban Design
Surveying & Mapping
Transportation & Mobility
Transportation Planning
Water / Utilities Engineering
Website Development

1800 Eller Drive
Suite 600
Fort Lauderdale, FL 33316
Tel: 954.921.7781
Fax: 954.921.8807

www.cgasolutions.com

July 21, 2022

City of Leesburg
Attn.: Mike Thornton, CPPO
501 West Meadow Street, Leesburg, FL 34748
mike.thornton@leesburgflorida.gov

Re.: 220222 RFP - Comprehensive Plan Update

Dear Selection Committee,

Calvin, Giordano & Associates, Inc. (CGA) is pleased to submit for your consideration our proposal to update the City of Leesburg's Comprehensive Plan. CGA is a multidisciplinary firm that specializes in providing a range of professional planning, urban design, master planning, transportation, engineering, and landscape architecture services to both public and private sector clients throughout Florida. We have a strong presence in the Central Florida Region, with our Clearwater office located at 13535 Feather Sound Drive, Suite 135, Clearwater, FL 33762, serving as the office responsible for this contract.

For **85 years**, CGA has been providing consulting services to a wide range of government clients, including the City of Leesburg. With over 370 employees, including a Planning Department consisting of eight AICP-Certified Planners and current contracts with over 60 governmental entities, our firm provides a wide range of services typical of a much larger firm, but with the personalized attention of a smaller firm. At CGA, client relationships, knowledge of the work at hand, budgets, and schedules are paramount. For Comprehensive Plan projects, CGA executes a Project Management Plan to ensure ongoing customer satisfaction.

CGA's complete suite of services and inclusive public engagement expertise allows us to address the multiple interrelationships between planning and land use, transportation, sustainability, environmental issues, urban design, and economic and community development considerations. Our focus for the City's Comprehensive Plan update is on Livability, Resiliency and Prosperity. This multidisciplinary approach assures that all aspects of this comprehensive planning project are consistent with the community's vision, internally consistent and attainable, consistent with other agency requirements, and compliant with the requirements of Chapter 163, F.S. CGA also has the in-house resources in other disciplines to support additional work that may be needed under this contract.

Over the last decade, CGA has completed numerous Evaluation and Appraisal Reports, plan amendments, and Comprehensive Plan updates for communities throughout Florida. Recent successful projects include comprehensive planning projects for the cities of Belleview, South Pasadena, Belleair, Tarpon Springs, Wilton Manors, Lauderhill, and Miami.

We have assembled a multidisciplinary team of qualified professionals, possessing the diversity of technical skills required for this contract. Team members have worked together to build a long resume of providing outstanding solutions for our clients. For this contract, we are teaming with **PSG** for the environment and resiliency requirements of the project and to assist with transportation planning. Additional, as-needed support, in economic and demographic analysis, and housing will be provided by **Lambert Advisory**, with infrastructure data and analysis services through **Infrastructure Consulting & Engineering, PLLC**.

(Cont.)

(Cont.)

Should CGA be selected to provide services under this contract, I, Chris Giordano will serve as the Principal-in-Charge, and I am authorized to make representations for the company. Christopher Brimo will serve at the Project Manager and will be the primary contact during the term of the contract.

Our contact details are as follows:

Chris Giordano, MSC, CCM Principal-in-Charge and President 1800 Eller Drive, Suite 600 Ft. Lauderdale, Florida 33316 Tel: 954-621-7781	**Christopher Brimo, AICP** Project Manager 13535 Feather Sound Drive, Suite 135 Clearwater, Florida 33762 Tel: 727-394-3830

CGA is a wholly owned subsidiary of SAFEbuilt, LLC. It specializes in providing comprehensive community development services for local governments. The subject area experts at SAFEbuilt are available to support us with this project as needed.

We appreciate the opportunity to respond to this request for proposal, and know that given the opportunity, the City will benefit from our team's extensive experience in the industry. Client satisfaction remains our top priority and is the most important aspect of our continuing work with our clients.

Sincerely,

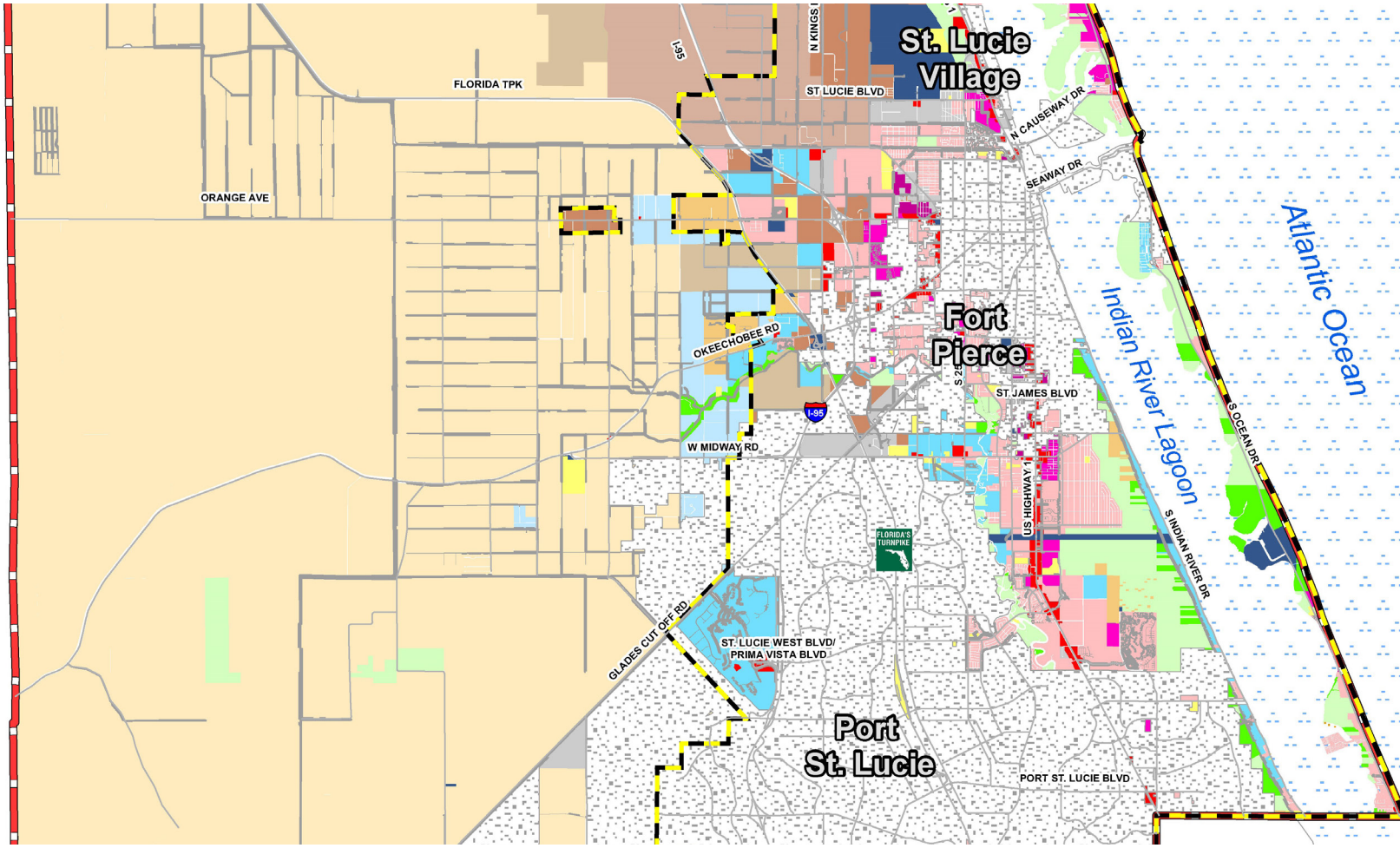
Calvin, Giordano & Associates, Inc.



Chris Giordano, MSC, CCM
President

DIVIDER PAGE

QUESTIONNAIRE NO:	1.1.4
TITLE:	**PREVIOUS EXPERIENCE**
WEIGHT:	28%
REQUESTED INFORMATION:	Previous experience with **comparable projects**. Provide a listing of all comprehensive plan updates your firm has completed in the previous 24 months. Include: • Name of the government entity, • Contact person name, • Email address, • Engagement start date, and Comprehensive plan submission date.



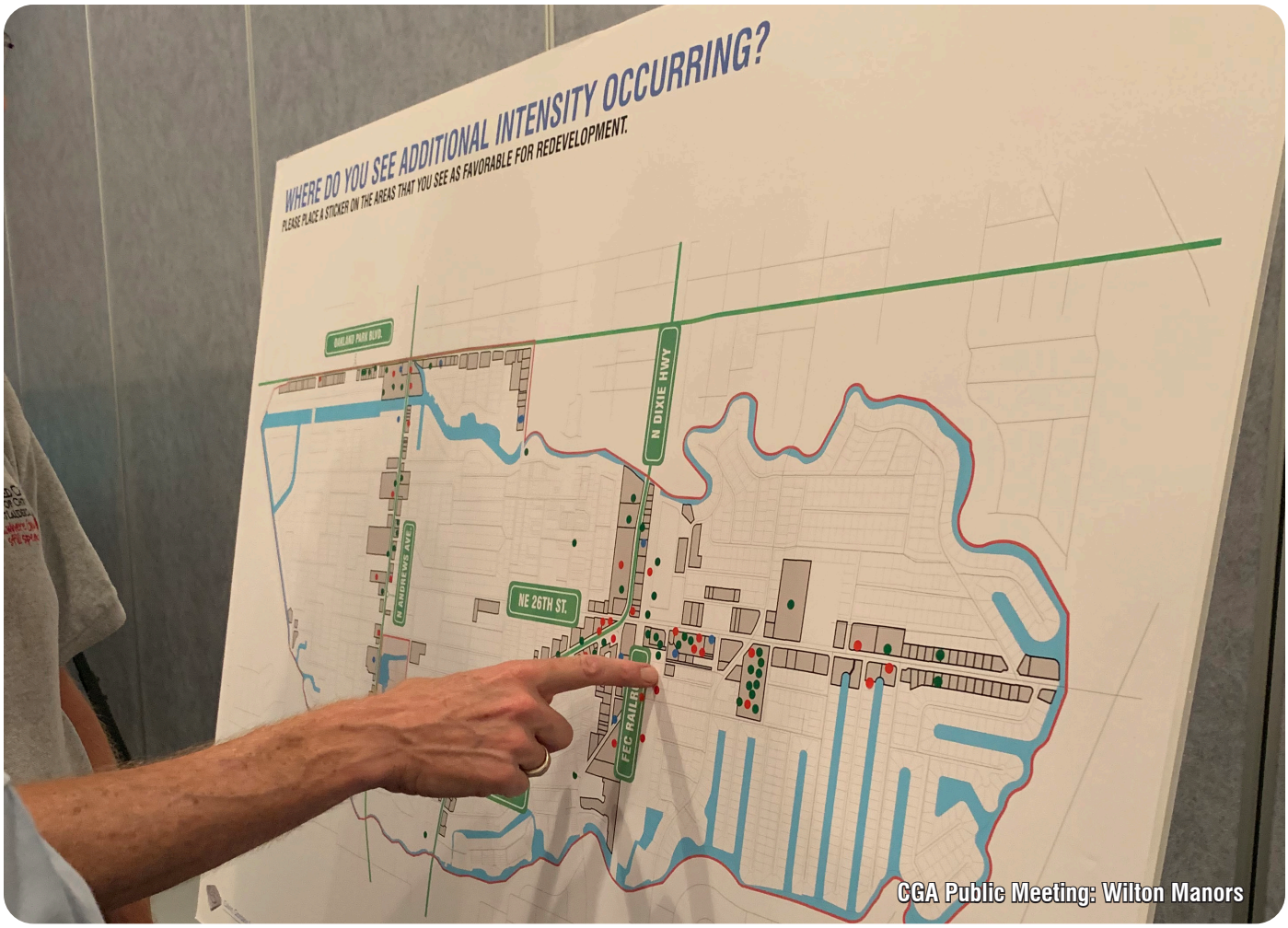
Previous Experience

Previous Experience

Delivering Diverse Experience

We have selected a few of our most prominent projects to showcase our experience and expertise on the next few pages of this proposal. They illustrate our professional capabilities and the myriad of services our firm provides. Our portfolio includes projects in many the disciplines which the City seeks professional services. Alternatively, the City may also click on the link below or use the QR code for interactive online information about each of our projects.

Link: https://cgasolutions.com/projects/



CGA Public Meeting: Wilton Manors



COMPREHENSIVE PLAN EVALUATION







Client
City of Oldsmar
100 State Street
Oldsmar, FL 34677

Contact Information at Time of Project:
Tatiana Childress, AICP, CFM
Planning and Redevelopment Director
Tel: 813.749.1115
Email: TChildress@myoldsmar.com

Project Date
2021 (On-going)

Services Provided
Comprehensive Planning
Land Development Regulations

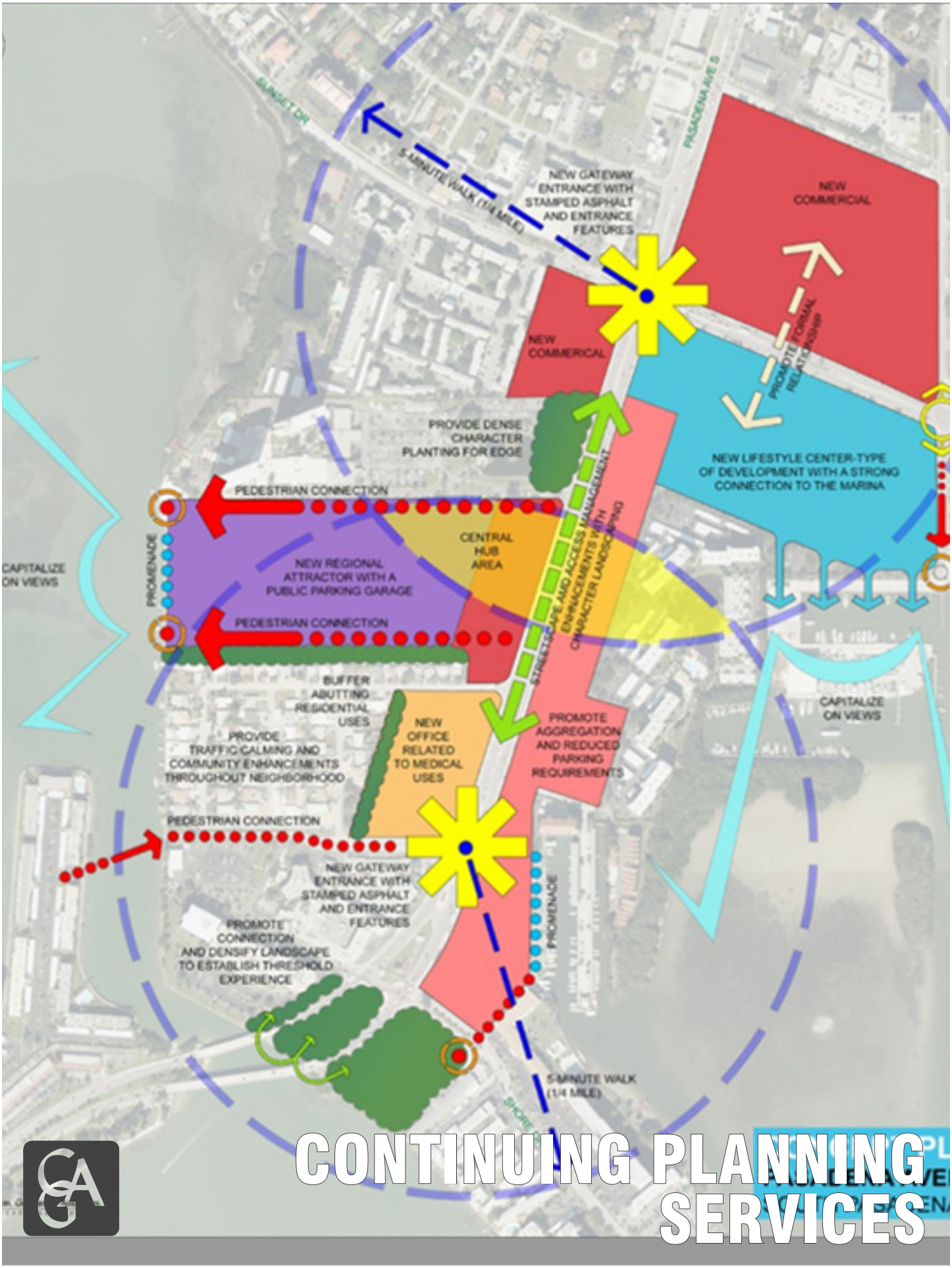
Project Manager
Luis N. Serna, AICP, LEED AP BD+C

COMPREHENSIVE PLAN EVALUATION AND APPRAISAL REVIEW | COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE UPDATE

Oldsmar, FL

CGA also completed the Evaluation and Appraisal Review report of the Comprehensive Plan which was recently accepted by the City. CGA was recently awarded the contract to prepare a complete update of the Comprehensive Plan including data and analysis.

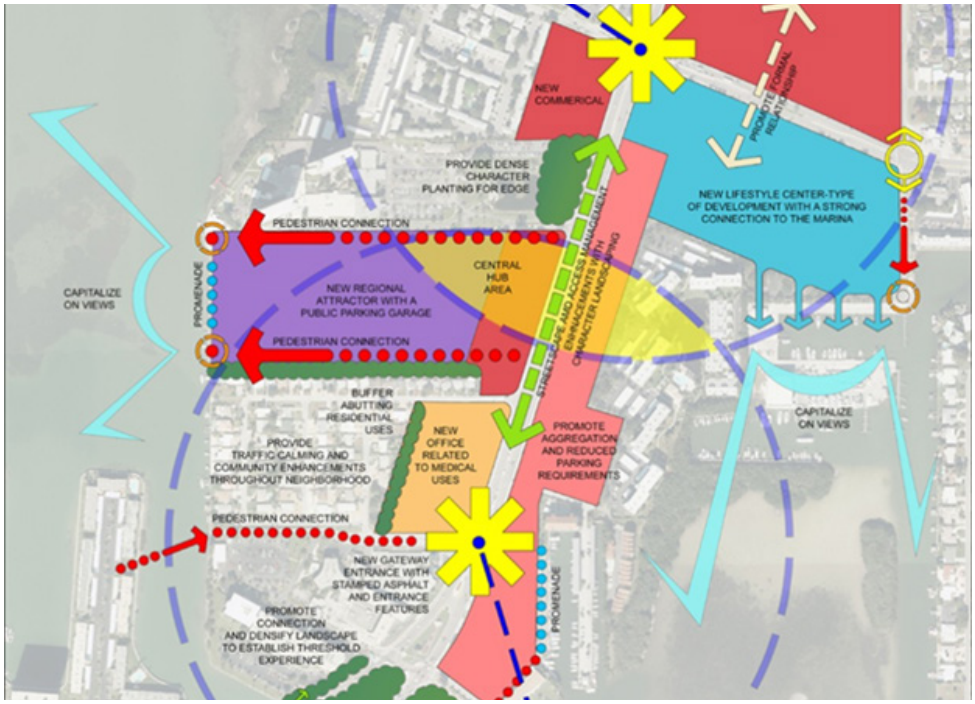
CGA prepared Comprehensive Plan and Land Development Code revisions to allow implementation of a development plan to create an identifiable and walkable downtown for a 40+ acre portion of the City's Community Redevelopment Area (CRA). The project required extensive coordination with Forward Pinellas, the regional planning agency for Pinellas County. The revisions also needed to be consistent with the City's CRA plans and the Countywide Rules and Plan. CGA's services included transmittal to and coordination with the Florida Department of Economic Opportunity and other reviewing agencies.



CONTINUING PLANNING SERVICES







Client
City of South Pasadena
7047 Sunset Drive South
South Pasadena, FL 33707

Contact Information at Time of Project
Carley Lewis, MMC
City Clerk/Administrator
Tel: 727.347.4171
CLewis@mysouthpasadena.com

Project Date
2011 - Ongoing

Services Provided
Comprehensive Planning and Implementation
Special Area Planning and Implementation
Zoning Code Development, Implementation and Administration
Staff to City Boards
Comprehensive Plan and Land Development Code Amendments
Permits and Plans Review
Land Development Code Update

Firm's Fees
$ Not Applicable

Construction Cost
$ Not Applicable

CONTINUING PLANNING SERVICES

South Pasadena, FL

Corridor Redevelopment Plan

In an effort to help attract businesses to the City and promote revitalization along its main traffic artery, Pasadena Avenue (S.R. 693), the City of Pasadena adopted the Pasadena Avenue Corridor Redevelopment Plan prepared by Calvin, Giordano, and Associates in 2012. This Plan provided a framework upon which to build details of a redevelopment effort to be implemented over time for the corridor.

Evaluation and Appraisal Report Amendments, Update to Comprehensive Plan and Land Development Code

Upon completion of the Pasadena Avenue Corridor Redevelopment Plan, CGA was tasked to complete the following work products:

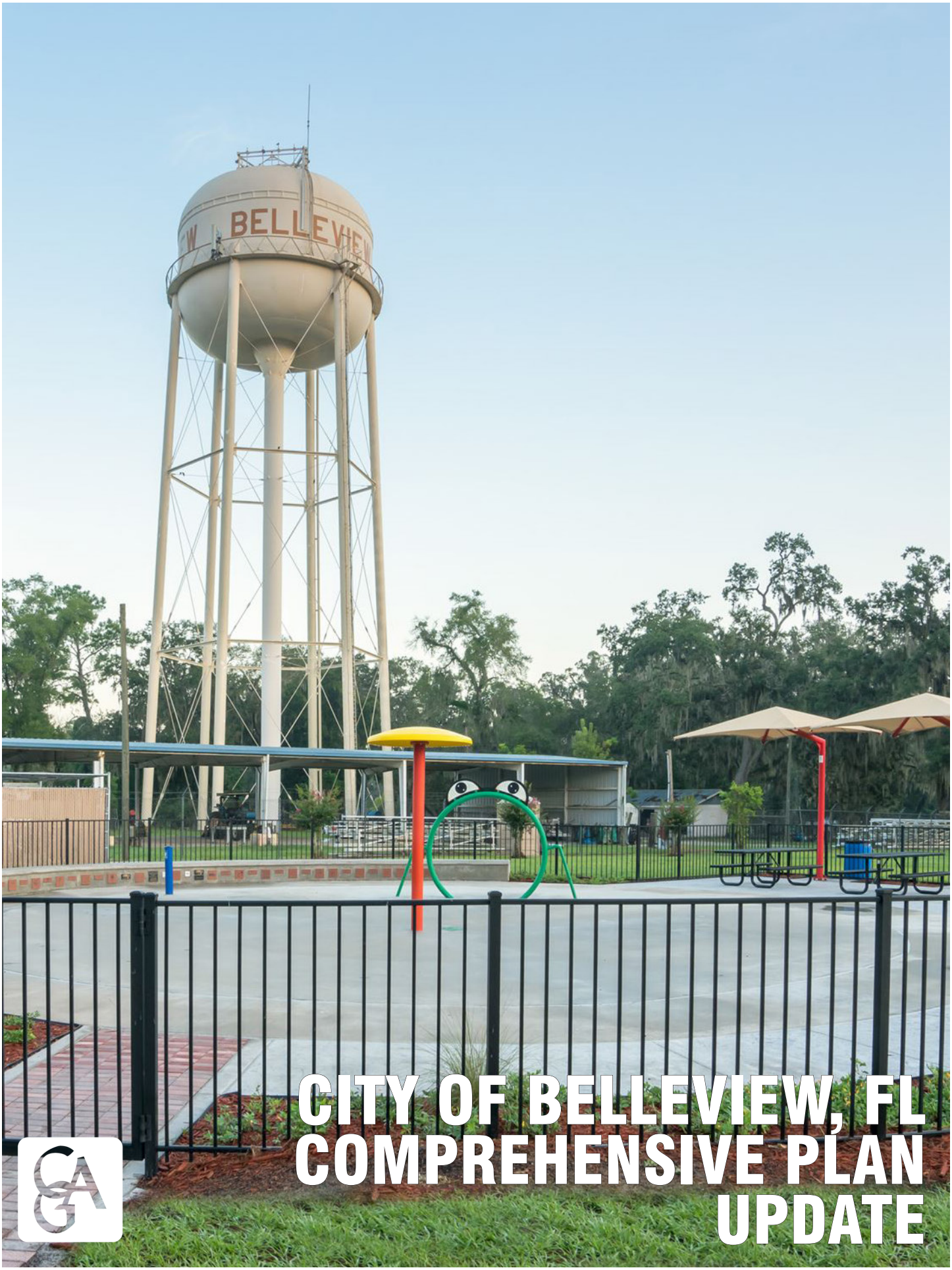
- A Preliminary Corridor Concept Plan;
- Comprehensive Plan Amendment to Incorporate the Concept Plan Strategies;
- Creation of a New Overlay Plan Map Category – "Planned Redevelopment – Mixed Use"; and
- Establishment of a new zoning district, including design guidelines to implement the Overlay Plan Category.

In addition to providing the City with a fully implementable plan and regulatory mechanism for their main traffic artery, CGA collaborated with the County to ensure South Pasadena would be eligible for recognition under the Countywide Plan for certain mixed-use and density/intensity entitlements that would not have otherwise been available to the City.

CGA was also responsible for preparing Comprehensive Plan and Land Development Code amendments to ensure consistency with the mobility management system adopted by Forward Pinellas in 2015 and to address sea level rise as required by the Florida Legislature in 2015.

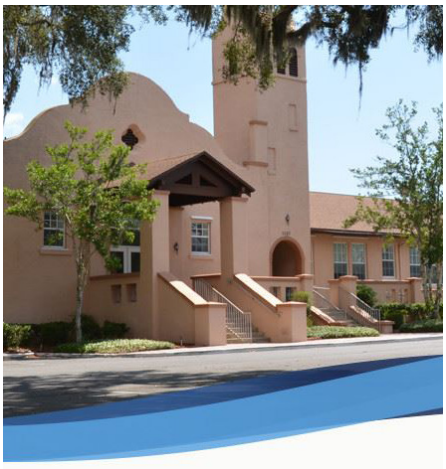
General Planning Services

Through an ongoing planning services contract, CGA functions in the capacity as City Planners, reviewing zoning and land use applications, site and development plans, concurrency reviews, transportation planning, land development code and comprehensive plan amendments, and the preparation and presentations of staff reports to the City Commission and appointed Boards.



CITY OF BELLEVIEW, FL COMPREHENSIVE PLAN UPDATE







Client
City of Belleview, Florida
5343 SE Abshier Boulevard
Belleview, FL 34420

Contact Information at Time of Project:
Shawna Chancey,
MPADevelopment Services Director
Ph: 352-245-7021
Email: schancey@belleviewfl.org

Project Date
October 2020 - Ongoing

Services Provided
Evaluation and Appraisal Review (EAR) Report
Land Development Regulations
Comprehensive Plan Amendments
Technical Assistance Grant Application

COMPREHENSIVE PLAN UPDATE

Belleview, FL

Comprehensive Planning

CGA analyzed and identified needed updates to the City's Comprehensive Plan for consistency with Florida Statutes, consistency with other local plans, and to reflect current local priorities. Among other issues the City wanted to address in the update was a desire to create a mixed-use activity center around Lake Lillian, a centrally located lake off of the City's main commercial corridor.

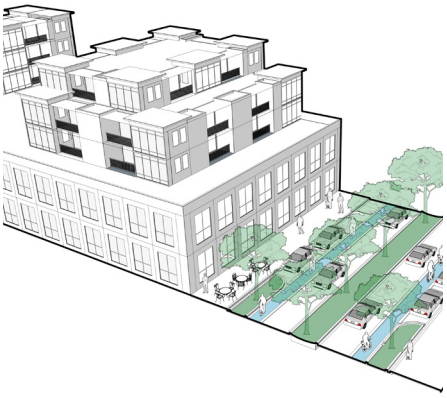
Land Development Regulations Update

CGA is currently working on a comprehensive update of the City's Land Development Regulations. The updates will address needed revisions for consistency with the recently updated Comprehensive Plan. Other issues and priorities currently being addressed include:

- Updated parking regulations to provide flexible standards for unique development proposals and to encourage redevelopment of sites that do not meet current parking requirements.
- Updated zoning use regulations to address current and future economic conditions.
- Updated sign standards to address current legal standards regarding regulation of sign content.



COMPREHENSIVE PLAN UPDATE







Client
City of Wilton Manors
2020 Wilton Drive
Wilton Manors, FL 33305

Contact Information at Time of Project
Leigh Ann Henderson
City Manager
954.390.2120
lhenderson@wiltonmanors.com

Project Date
2017-2019

Services Provided
Planning and Zoning
Transportation Engineering
Landscape Architecture
Data Technologies

Firm's Fees
$ 72,850.00

Construction Cost
$ Not Applicable

COMPREHENSIVE PLAN

City of Wilton Manors, FL

In 2018, The City of Wilton Manors contracted with CGA to prepare the City's Evaluation and Appraisal Review (EAR) and associated EAR-based amendments to the City's Comprehensive Plan. A major focus of the Comprehensive Plan update was to incorporate Florida Statute Peril of Flood requirements into the Coastal Management Element and other elements as required. CGA worked closely with the City and DEO staff to complete the update. The Plan was found to be in compliance by DEO in early 2019.

The City also wanted sustainability and resiliency strategies related to potential impacts from sea level rise and climate change to be addressed during the Comprehensive Plan update. Numerous resiliency goals, objectives and policies were added to each element of the Plan rather than concentrated in one particular element.

CGA has continued to work with the City to ensure that the Unified Land Development Code is consistent with and supports the goals, objectives, and policies identified in the Comprehensive Plan update. Recently, CGA completed the Wilton Manors Urban Form and Density study, which examined the potential to accommodate additional density in select parts of the City, with appropriate form recommendations to maintain compatibility and protect existing single-family residential neighborhoods. CGA facilitated a public engagement process to address and inform the delicate topic of density, including a series of educational videos. As a corollary of this process, CGA has assisted the City in expanding the designation and implementing a form-based code with the higher density Transit-Oriented Corridors in accordance with the Urban Form and Density study recommendations.



PLANIT, POMPANO!





Do you live, work, play, own land or do business in Pompano Beach? If so, the City of Pompano Beach needs your input to help prepare Plan It Pompano! the latest update of our Comprehensive Plan (Comp Plan). Throughout approximately the next year or so, the City will offer several opportunities, and multiple ways, for you to participate.

Why participate? Read on to learn why the Comp Plan is important and why voicing your opinion in this process matters.



Client
City of Pompano Beach
100 West Atlantic Blvd
Pompano Beach, FL 33060

Contact Information at Time of Project:
Jennifer Gomez, AICP, LEED AP ND
Assistant Development Services Director
Tel: 954.786.4640
Jennifer.Gomez@copbfl.com

Project Date
2019- 2021

Services Provided
Planning
Environmental Services
Climate Resiliency
Transportaiton
Public Outreach

Firm's Fees
$ 110,000.00

Construction Cost
$ Not Applicable

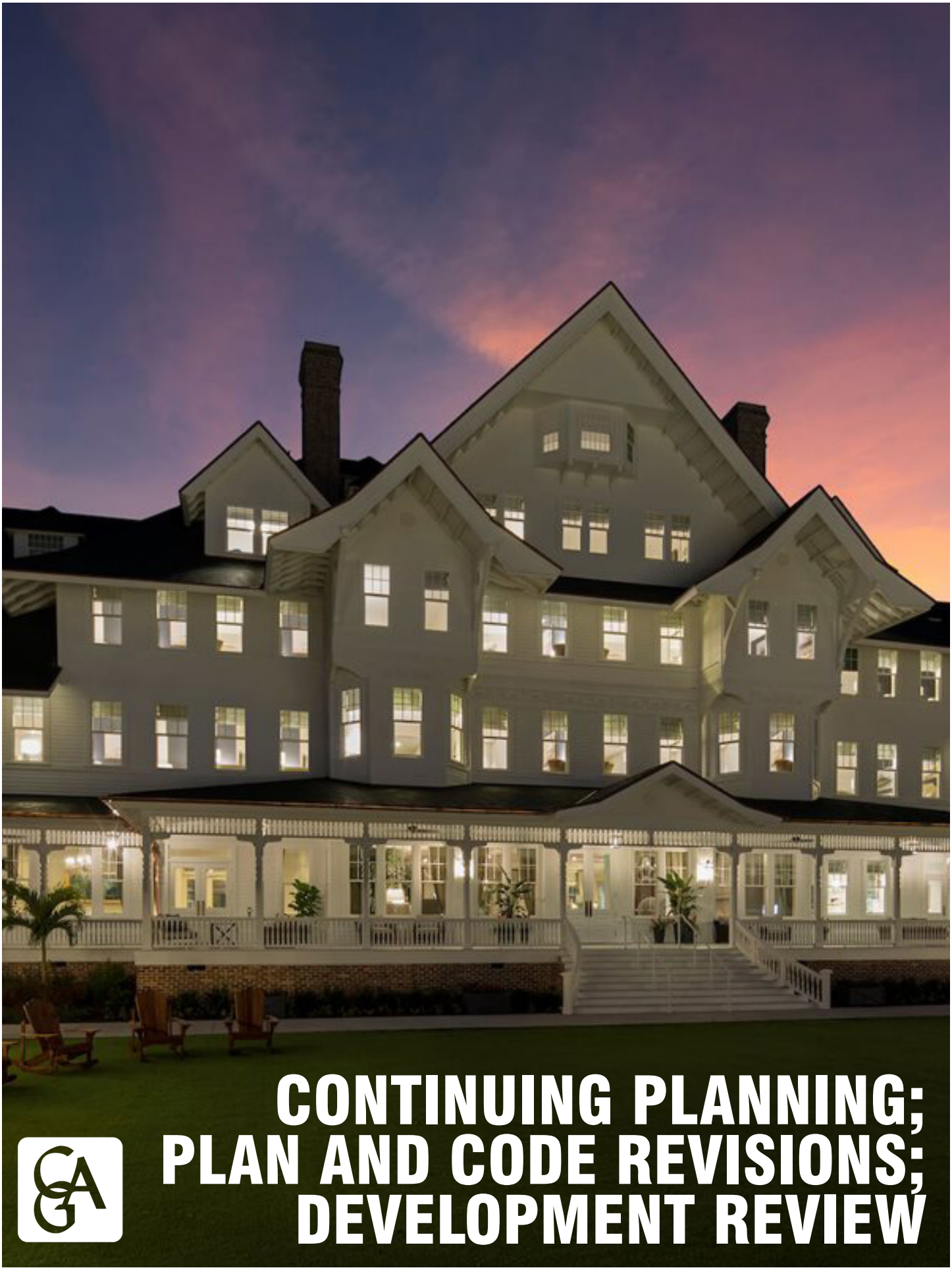
PLANIT, POMPANO!

Pompano Beach, FL

CGA assisted the rapidly growing City of Pompano Beach in updating its comprehensive plan. The update focused on addressing the City's climate vulnerability through resiliency planning, leveraging redevelopment opportunities in a near built-out community, improving multimodal mobility, and expanding housing choice.

CGA worked with the City on project branding and public education. We conducted extensive public outreach through the City's mass email list and social media platforms, distributing flyers and palm cards and displaying project posters at key public locations. CGA also designed and maintained the project website as a repository of information and to capture input. Public engagement activities included stakeholder meetings, focus groups and several rounds of hands-on workshops and open houses.

Website: https://cdn.pompanobeachfl.gov/city/pages/planning_zoning/Adopted%20GOPs%20for%20Posting%20on%20Website.pdf



CONTINUING PLANNING; PLAN AND CODE REVISIONS; DEVELOPMENT REVIEW







Client
Town of Belleair
901 Ponce de Leon Boulevard
Belleair, FL 33756

Contact Information at Time of Project:
J.P Murphy, ICMA-CM
Town Manager
Tel: 727.588.3769
JMurphy@townofbelleair.com

Project Date
2011 - Ongoing

Services Provided
General Planning

Firm's Fees
$ N/A

Construction Cost
$ N/A

CONTINUING PLANNING; PLAN AND CODE REVISIONS; DEVELOPMENT REVIEW

Belleair, FL

CGA is the planning Consultant for on-going professional land planning services, site plan and permit reviews, zoning code and Comprehensive Plan updates as needed. Preparation of Mobility Plan and Floodplain Management code regulations and Comprehensive Plan updates.

When preparing and updating community plans, an important part of CGA's efforts are devoted to understanding and respecting important community values and historic characteristics. Our recent experience working with the Town of Belleair over the past several years in dealing with the proposed redevelopment of the historically significant Belleview Biltmore Hotel listed on the National Register of Historic Places is an example of successfully integrating this component of comprehensive planning with the overall interests of the community.

Faced with several proposals to demolish this historic hotel in its entirety, CGA assisted the Town in amending its Comprehensive Plan and Land Development Code to create a planned mixed-use process that required that temporary lodging or hotel use be included in any redevelopment project. More specifically, a key component of the new code required an "historic recognition component" that recognized and respected the historic and architectural significance of the existing hotel.

As a result of this approach, the property was rezoned, and a redevelopment plan approved, that not only provided for continued hotel use, but included preservation, relocation, and restoration of a portion of the existing five-story Belleview Biltmore Hotel structure consistent with the community objectives for historic preservation.

The aforementioned project was successfully completed. The Code and Comprehensive Plan amendments were adopted and accepted by the State.



PLANNING AND ZONING







Client
City of Lauderhill
5581 W. Oakland Park Blvd
Lauderhill, FL 33313

Contact Information at Time of Project:
Zachery Davis-Walker
Operations Administrator
Tel: 954.730.4247
zdavis-walker@lauderhill.fl.gov

Project Date
July 2021 - Ongoing

Services Provided
Zoning Reviews
Site Plans Reviews
Comprehensive Plan

Firm's Fees
S N/A

Construction Cost
S N/A

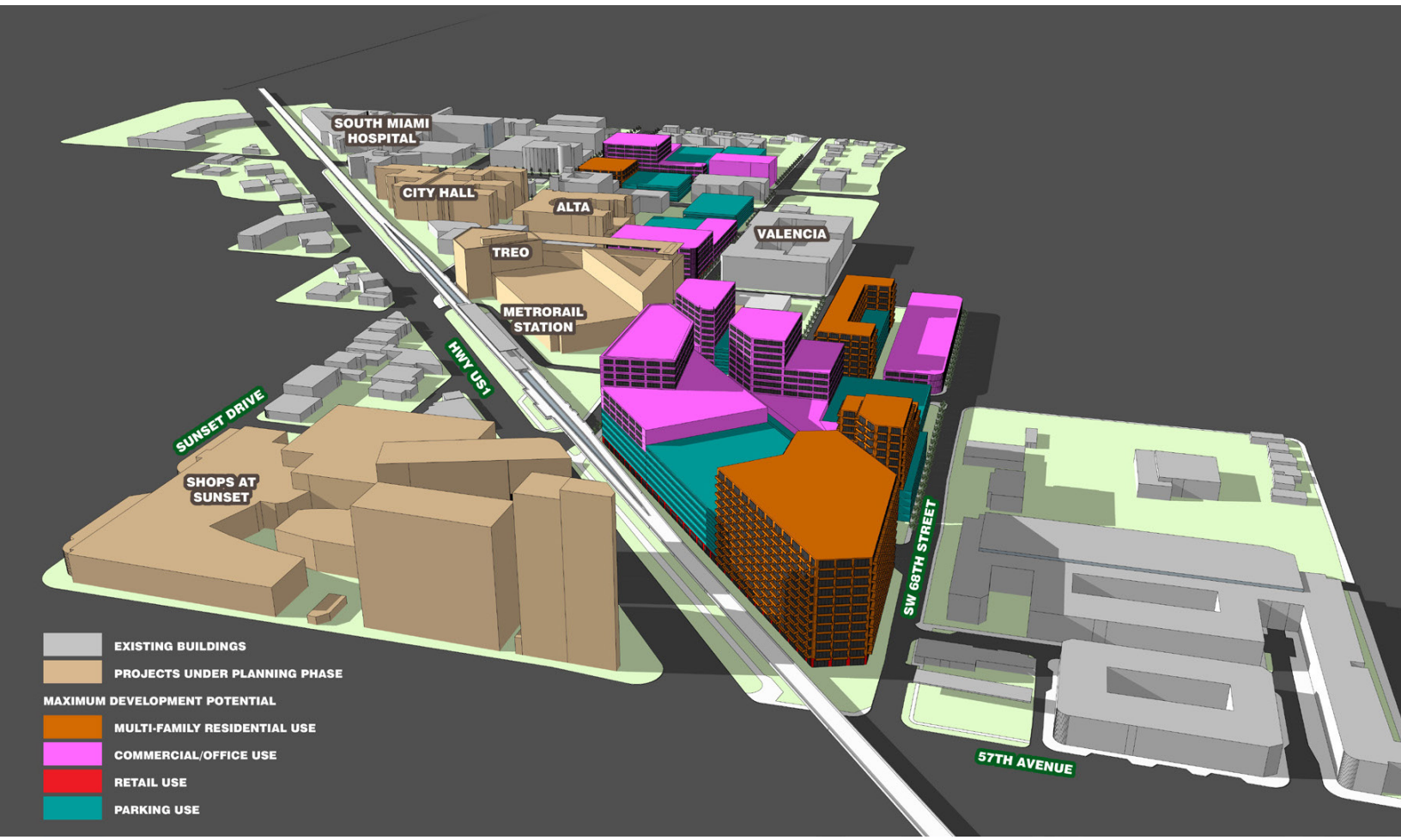
PLANNING AND ZONING
Lauderhill, FL

Calvin, Giordano & Associates, Inc. (CGA) assists the City's Planning and Zoning Division with general planning services which include zoning inquiries and processing land development applications such as comprehensive plan amendments, rezonings, special exceptions, variances, site plan review, and zoning review. CGA staff completes staff reports for these applications and presents recommendations on applications to the Planning and Zoning Board and City Commission.

In 2018, the City contracted with CGA to prepare the City's Evaluations and Appraisal Review (EAR) and associated EAR-based amendments to the City Comprehensive Plan. CGA worked closely with DEO staff to complete the update.

DIVIDER PAGE

QUESTIONNAIRE NO:	1.1.5
TITLE:	**PROJECT UNDERSTANDING**
WEIGHT:	17%
REQUESTED INFORMATION:	Describe your firms project understanding, approach, and methodology in completing the anticipated Scope of Services. Include a discussion on your firms approach to engaging and involving the public in this project.



Project Understanding

Project Understanding

OVERVIEW

The City of Leesburg is seeking assistance in updating its Comprehensive Plan (including data and analysis) to be consistent with Chapter 163 Florida Statutes, to address changes in local conditions, to reflect current priorities of the city, to have achievable goals, objectives, and policies, and to be coordinated and consistent with the city's infrastructure and planning documents. The city is additionally seeking the creation of a 'new' low density land use category to accommodate and control residential growth, as well as any necessary amendments to the Land Development Regulations to implement the Comprehensive Plan.

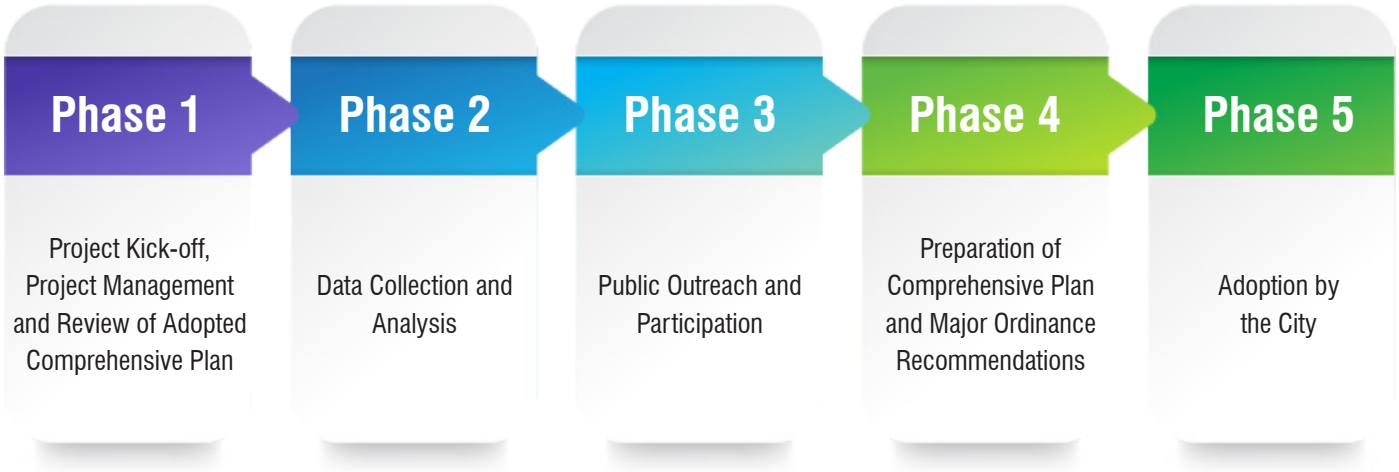
Leesburg is a community with a rich history and one with tremendous potential to capitalize on its natural beauty, recreational amenities, location, and economic assets. Like many communities in Central Florida, the city is faced with challenges caused by unprecedented growth and competing interests. CGA routinely works with communities to frame and address complex and sometimes divisive issues related to growth, quality of life, design character/placemaking, economic well-being, historic preservation, infrastructure capacity, and resource preservation.

Livability – Resiliency - Prosperity

The Comprehensive Plan is a resource for managing the short- and long-range growth of the city, and it must clearly articulate challenges and opportunities that are critical to the community. It is designed to be a working document used by city officials, staff, and residents as a policy guide to direct community land use and development decisions, to assist with community infrastructure budgeting, to guide private development, and to encourage business investment in the city.

The CGA team offers a balanced, multidisciplinary approach uniting our best Planning, Environmental Planning, Traffic Engineering, Civil Engineering, and Urban Design expertise. This balanced approach is grounded in our hands-on public participation process. Our extensive knowledge and experience working throughout the State and the Central Florida region will allow us to produce, an updated Comprehensive Plan that is supported by data and analysis with goals, objectives, and policies that are attainable within the planning horizon of 2045 in collaboration with the community. The resulting Plan will focus on enhancing the livability, resiliency, and prosperity goals, and will clearly express the visions and goals of the community while ensuring consistency with the city's infrastructure and planning documents, and be in compliance with the statutory requirements of Ch. 163 of the Florida Statutes.

Our team's experience and approach, as well as our knowledge of the region, will help the city focus on generating creative planning solutions and action-oriented, attainable development strategies; implementable capital improvement projects; and meaningful community dialogue based on a strong foundation of understanding, trust, and communication. Throughout the project, we will ensure an inclusive and equitable public engagement process, utilizing tools and platforms tailored to the citizens, businesses, and all stakeholders of Leesburg. We will facilitate innovative public input opportunities to help the community identify key issues and concerns, and to make choices about their community's future that can be translated into achievable goals, objectives, and policies.



SCOPE OF SERVICES

Phase 1: Project Kickoff, Project Management and Review of Adopted Comprehensive Plan and Related Planning Documents

This initial phase of the comprehensive plan update will be crucial in establishing good benchmarks for the rest of the process. Providing a statutory assessment and gaining a full understanding of the successes and deficiencies of the adopted Comprehensive Plan will be the primary focus. The CGA team has the expertise needed to analyze the adopted Comprehensive Plan, including the city's infrastructure and planning documents, and identify its previous priorities, challenges, and opportunities. We will coordinate and work with City Staff to address issues or concerns with current Plan policies benefiting from their knowledge and understanding of the community. The team will also review the recent growth patterns and the current Capital Improvements Plan and analyze what changes to the city's infrastructure investments may be needed to achieve the city's goals and vision.

To ensure the ongoing success of every project, it is important to communicate to the internal stakeholders, the management responsibilities for the project. At the onset, the CGA project manager will function as the primary point of contact for the city. The project manager will be responsible for directing and coordinating the preparation of work products, final review of deliverables, and managing the project scope, schedule, and budget. CGA will also request that the city designate a project manager from staff who will be the city's primary point of contact, as well as be responsible for providing base information to CGA, disseminating the consultant's work product to the appropriate city staff or departments, communicating official direction of the city to the consultant, and providing any necessary updates and communications with city staff, Planning Commission, City Commission, and other stakeholders.

This phase will commence with a kick-off meeting with the appropriate City Department representatives, to whom the preliminary findings of our review will be presented. CGA will tailor the meeting structure to guarantee quality interaction between the consultant team and the attendees, resulting in clear outcomes and direction for the next phases of the update process.

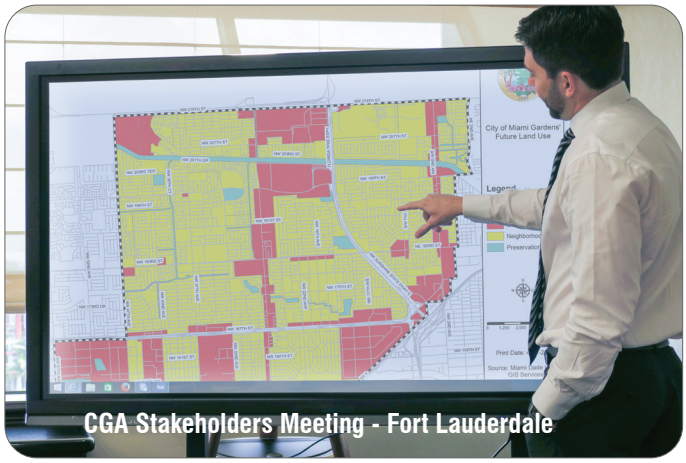
This phase of the project will also identify the city's stakeholders and thought leaders who will be integral in the success of the public engagement process and establish initial parameters and structure of the process. Logistics as well as the frequency and number of meetings will be discussed. Potential dates and locations for public engagement will also be identified to ensure that the process is transparent, open, equitable and inclusive to all stakeholders. Part of the public engagement process will include utilization the city's website and social media platforms (at the city's discretion) as means of disseminating information as well as providing additional ways for the public and stakeholders to provide comment on the plan and the process. No information will be uploaded to these platforms without prior review and authorization by the City's Project Manager.

Deliverable: Adopted Comprehensive Plan Priority's Review Memorandum

Phase 2: Data Collection and Analysis


CGA Public Event Meeting - Tampa

The Background Data and Analysis provides the support for the Comprehensive Plan's policy framework – the plan is only as good as the reliability of the analysis quality of data sources used. The CGA team has the expertise and experience to conduct an in-depth review and deliver a defensible set of data for the city's policy decision-making. The city has many important resources and documents which are available and will be essential in understanding and incorporating into the process of updating the Comprehensive Plan. Building on the initial review from Phase 1, the CGA team will analyze these infrastructure and planning documents and discuss with city staff the important elements of each item and how they may feed into or be integrated into the Comprehensive Plan update.


CGA Stakeholders Meeting - Fort Lauderdale

CGA has in-house Geographic Information System (GIS) staff who will work with the team in updating the maps needed for the Comprehensive Plan. It is anticipated that CGA would obtain the existing digital data layers from the city to update the required maps. Updates to digital maps will be provided in the format(s) specified by the city.

The culmination of this phase will be a Background Data and Analysis Report which provides the foundation for the Data, Inventory and Analysis sections of each of the Comprehensive Plan elements. This report will synthesize the review of the City's Comprehensive Plan priorities, with a review of resource materials made available by the city and include the latest data on demographics and population projections, housing and infrastructure data, and other relevant information. The report will also include insights gained from the interviews with key personal and city officials.

Interviews with Key City Personnel and City Officials

Early understanding of issues and opportunities is essential for setting in motion a successful comprehensive plan update. Like the kick-off meeting with city department representatives, well-structured interviews are paramount to understanding the unique perspectives that city staff and officials possess on issues, concerns, and the overall vision for the community. CGA will coordinate with City Planning Staff to set up a schedule of 45-minute to one-hour group or individual interviews, as may be appropriate with key staff, the Mayor and City Commission, Planning Board, and key stakeholders.

As part of the discovery process, these interviews will focus on distilling common priorities among the various stakeholders. Key City Planning Staff are encouraged to participate in the interview process along with CGA team members to gain insight and understanding of the information being shared and discussed with the various groups. Takeaways from the interviews with key personal and officials will be the foundation of the focuses established for the public outreach and community engagement meetings.

A description of the design and outcome of the outreach meetings will be incorporated into the Data and Analysis documents to be transmitted with the Comprehensive Plan Element amendments.

Deliverable: Background Data and Analysis Report (including summary of Key Interview outcomes)

Phase 3: Public Outreach and Participation

Community participation is a critical component of the planning process and needs to be conducted early and throughout the process. Providing meaningful opportunities for public input encourages citizens to be invested in the future of their community and helps ensure that recommendations developed as part of the amendment to a Comprehensive Plan encompass all perspectives and are implemented with sustained public support over time. We believe that poor participation can be avoided by crafting a community engagement plan that is uniquely tailored to the needs of the project and the unique characteristics of the community. Approaches to public participation can vary greatly depending on the preferences of the community. Our proposed approach and projected budget for this item can be adjusted to meet the city's preferences and budgetary requirements.



CGA Public Outreach

Our goals and objectives for the public outreach in this project are to:

- ✓ Identify preliminary issues and opportunities, as well as shared community values and aspirations;
- ✓ Get members of the Leesburg's dynamic and diverse population actively invested in the planning process to develop a collective community vision of the future;
- ✓ Facilitate constructive feedback from community members that can be used by the city and the consultant to form attainable city-wide goals, and objectives;
- ✓ Gain early and sustained support from community members for the Comprehensive Plan; and
- ✓ Identify and integrate stakeholders who could become Comprehensive Plan champions and potential partners in its implementation.

Our overarching goal is to create an engaging and dynamic public participation process that is informative, inclusive, and equitable and respects residents' time. CGA will develop a tailored public engagement strategy with input from city staff to ensure that all community members and stakeholder groups are offered appropriate and diverse opportunities to be engaged throughout the project. In our experience, we recommend a minimum of two communitywide stakeholder meetings, as well as a Planning Board and City Commission Workshop. The public engagement strategy can be refined at the initiation of the project.

To truly engage the community, we believe that participation activities must be fun, locally relevant and, whenever possible, conducted "on people's own turf." For us this may, for example, involve creating games that impart process information to the public, educate about community topics, and collect relevant input. It may also involve leading a "walkshop" with local officials and stakeholders to review areas of the community that need to be addressed in the comprehensive plan. It may also consist of setting up a booth at a local community event to raise awareness of the process, engage new participants, and gather opinions about specific topics or issues. In partnership with city staff, CGA will determine the best suited platforms and methods to engage and stimulate input from community members and will be available to help us design and implement key pieces of the public engagement plan.

A description of the agreed-upon design and outcome of the outreach activities will be incorporated into the Data and Analysis documents.

Deliverables: Public Engagement Plan; Summary of Public Input Process and Outcomes

Phases 4: Preparation of Comprehensive Plan and Major Ordinance Recommendations.

At this phase, CGA will distill the information gathered from the analysis of collected data, other city resources and documents, and the information collected from the various meetings and public engagement process to begin to update the goals, objectives, and policies and to recommend necessary updates to the Land Development Code. The draft will comply with Chapter 163, F.S. requirements, and be consistent with the city's infrastructure and planning documents. The CGA team will also create a new low-density residential category that is compatible with the city's existing categories and projected growth patterns, and consistent with state and county requirements.

The CGA team will incorporate the findings of the Background Data and Analysis Report into final Data and Analysis for each element. In addition to being incorporated in narrative form by element, the data will be provided in graphic and tabular formats, such as spreadsheets, GIS products, Adobe Suite, and other formats as appropriate for the specific data need. All data will be provided in a format that can be easily updated and easily exported to public information outlets.

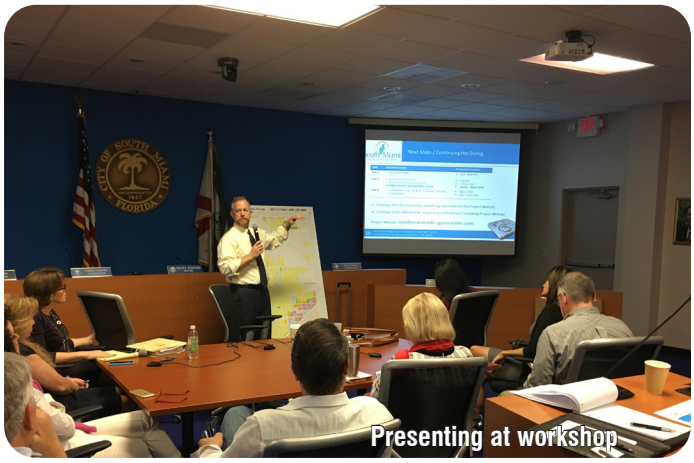
The CGA team will recommend specific Land Development Code amendments needed to implement the updated Comprehensive Plan.

The CGA team will participate in a City Commission workshop to review the draft and take comments on the proposed recommendations prior to the transmittal hearings and the adoption of the final amendments.

Deliverables: Final Data and Analysis; Goal, Objective, and Policy Recommendations; new low-density future land use category; and Comprehensive Plan related major ordinance recommendations or amendments. Project background and an executive summary will be provided for the City Commission workshop. All such deliverables will be included in an electronic and editable format.

Phase 5: Adoption by the City

In addition to the other anticipated public engagement activities throughout the process, CGA staff will participate in and provide background material for one Planning Board/Local Planning Agency Hearing and one City Commission Hearing for transmittal of the Comprehensive Plan amendments to the Florida Department of Economic Opportunity (FDEO). CGA will coordinate transmittal of the amendment to FDEO and other reviewing agencies, and we will coordinate any needed responses to reviewing agency comments. It is anticipated that the proposed Comprehensive Plan related Land Development Code revisions will be presented for review by the Planning Board and City Commission at the same meetings for the transmittal hearings.

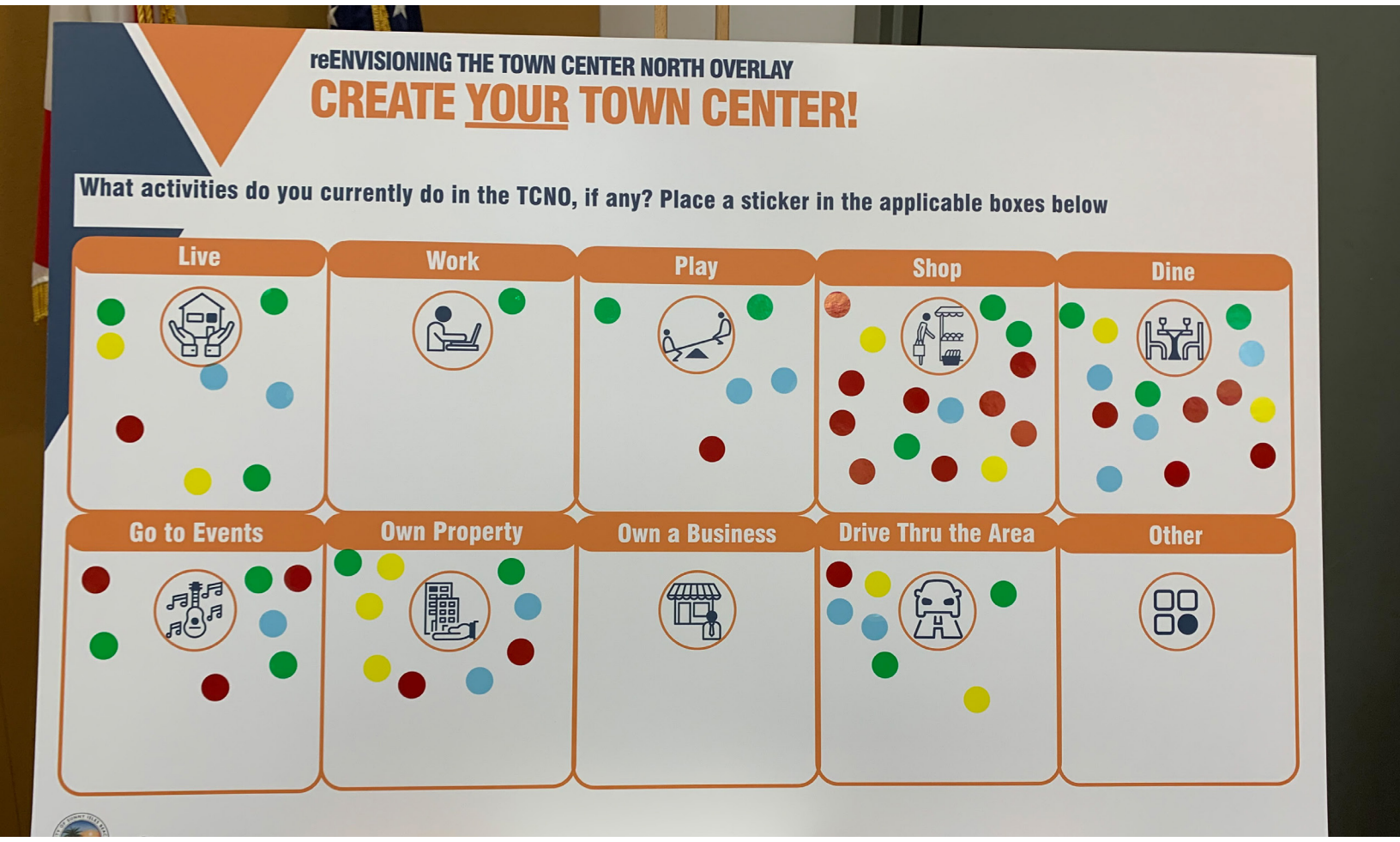

Presenting at workshop

Following review by FDEO and other reviewing agencies, CGA will participate in and provide background material for one City Commission hearing for final adoption of the Comprehensive Plan amendments and associated Land Development Code updates.

Deliverables: Proposed Data and Analysis; Goal, Objective, and Policy amendments; and Land Development Code amendments in ordinance format. Project background and an executive summary will be provided for all hearings. Final Data and Analysis; Adopted Goal, Objective, and Policy amendments will be provided in a web ready electronic and editable format acceptable to the City. Twenty (20) completed paper copies of the Comprehensive Plan document and final documentation available for distribution within the city.

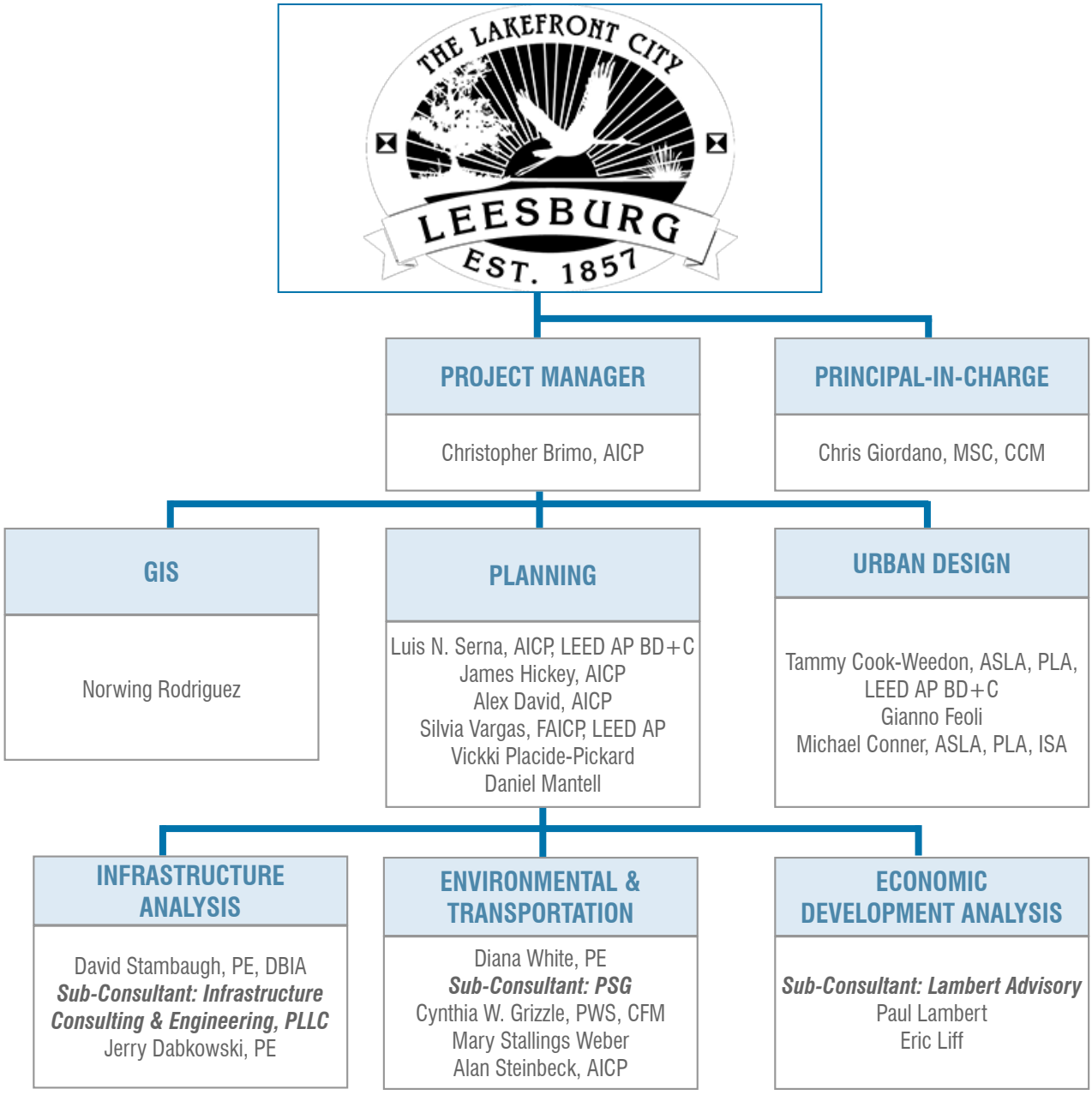
DIVIDER PAGE

QUESTIONNAIRE NO:	1.1.6
TITLE:	**CAPABILITIES OF PERSONNEL ASSIGNED TO CITY**
WEIGHT:	8%
REQUESTED INFORMATION:	Respondents will provide information that demonstrates the capabilities of the personnel assigned to the City's project demonstrating the ability and capacity to complete the requested service on time. • Provide an organizational chart for the firm and include a list of sub-consultants that will be used on the City's Project. • Provide resumes of the key personnel that will be assigned to the City's project. • Provide resumes of key personnel for any sub-consultants that will work on the City's project. • Discuss any specialized experience or technical competence the consultant or sub-consultants may have that would be beneficial in this engagement.



Capabilities of Personnel Assigned to City

Capabilities of Personnel Assigned to City



Team Experience

Key Team Biographies

We have selected a team of experts to support the City of Leesburg with the Comprehensive Plan Update.



Christopher Brimo, AICP | Director Tampa Bay Region

Christopher is a professional certified planner with over 29 years of experience in the areas of Urban and Multi-Modal Planning, Urban Design, Zoning and Land-Use, Public Administration and Policy Analysis, Project Management, Contract Administration, and Economic Development. He has extensive experience in planning and zoning, sustainability, coastal development, and emergency management activities. Christopher is the Director of the Tampa Bay Region office, and oversees operations, marketing and client services.



Luis N. Serna, AICP, LEED AP BD+C |Project Manager

Mr. Serna is the Planning Director at CGA and is responsible for the planning operations of the Tampa Bay office. He provides planning services to local governments including site plan and permit reviews; land development code and comprehensive plan updates; preparing neighborhood and special area plans; reviewing and preparing staff recommendations on applications for rezoning, plan amendments, site plans, development agreements, special exceptions, and variances.



James P. Hickey, AICP | Director of Planning

Jim leads the Fort Lauderdale planning office and has over 25 years of planning experience in municipal as well as county government. He has experience in data and analysis, Geographic Information Systems (GIS), comprehensive planning, site development reviews, architectural review, zoning code amendments, comprehensive plan amendments, form-based codes, preparation and creation and implementation of CRA and DRIs regulations., Jim works with a number of communities on large-scale projects to provide technical planning expertise on how to allow for development while balancing the needs of the existing community. He also works as the City/Town planner for a number of municipalities.



Silvia E. Vargas, FAICP, LEED AP | Principal Planner | Public Outreach

Silvia is a professional planner with vast experience throughout the U.S. and abroad. After starting as a public sector planner in the Florida Keys, Silvia has directed some 24 region-wide, county, and municipal comprehensive plans, many of which have received national or state awards for planning excellence from APA and other professional organizations. Silvia has also led numerous community visioning processes, parks and open space plans, regulatory codes and design standards, university campus master plans, community revitalization processes, and placemaking initiatives. Silvia is a skilled Project Manager and an imaginative and dynamic facilitator who specializes in designing and executing creative public engagement processes.



Vickki Placide-Pickard | Planning and Grant Administrator

Vickki has over 16 years of public sector experience in Community Development. She specializes in Affordable and Workforce Housing Development programs, Economic Development Strategies, Neighborhood Planning, Public Engagement and Grant Administration.

Vickki provides urban planning services and grant management services to local governments including: site plan review, land development code updates, comprehensive plan updates and amendments, rezoning, housing studies facilitating public outreach, strategic visioning, grant writing and grant administration.



Alex David, AICP| Senior Planner

Mr. David brings expertise acquired over many years with both private and public planning organizations. Having formerly worked with the Miami-Dade County Planning Department and Office of the County Manager and Miami-Dade Public Schools he specializes in both current and long-range planning and development issues. He has extensive experience working with local, regional, and state agencies and is committed to providing government clients with the expertise and assistance needed to achieve local planning and development goals while meeting regional and state planning requirements.



Daniel Mantell| Senior Planner

Mr. Mantell is a Planner who brings versatile skill sets acquired over 7 years of Urban Design and Urban Planning related studies. Mr. Mantell's wide array of planning and design experience includes: comprehensive planning, land use, zoning, evaluation and appraisal reports and amendments; strategic visioning; development standards diagrams; conceptual plans and modeling; development review; site plan review & research; zoning reviews; code writing; communications and zoning inspections.



Tammy Cook-Weedon|Associate Director of Landscape Architecture

With more than seven years of construction experience followed by sixteen years of engineering design and project management, Mr. Stambaugh has developed a strong understanding of the engineering profession and necessary skills to successfully complete a variety of projects with varying degrees of complexity. He is experienced in the design of both public and private engineering projects, including the design of water and wastewater treatment plant expansion and rehabilitation, the design of sanitary sewer collection and transmission systems, replacement and improvements design for drinking water distribution systems and booster stations, and the design of storm water management systems, roadways, and parking lots.



Gianno Feoli | Director of Architecture and Urban Design

Gianno leads the Landscape Department in creative design strategies for urban environments with specialties including urban design, contextual analysis and branding. He will contribute his experience in providing CGA's master planning, transit-oriented designs, community participation efforts and graphic communication services. His experience has encompassed a wide array of project-types, and his strengths lie in connectivity plans, streetscapes and urban interventions, park design, and form-based urban designs and planning strategies.



Michael D. Conner, PLA, ASLA, ISA| Senior Landscape Architect

Mr. Conner has more than 30 years of combined experience in municipal, commercial, and private sector work. As a Registered Landscape Architect and a Certified Arborist, he is also knowledgeable in all aspects of urban and community forestry planning and tree inventory and appraisal - particularly in built-out environments in the South Florida area. His expertise lies in park design, site planning, hardscape, and landscape design. He also has successful experience in public space creation and park planning, environmental mitigation, contract administration, site inspections, and grant writing. He will contribute his expertise in park master planning, capital projects management, grant coordination, native planting design, arborist services, and landscape construction administration for park and landscape projects..



Norwing Hernandez | GIS Technician

Norwing is a recent graduate of Florida International University and has two years' experience in Geographic Information System (GIS) technologies as an intern and technician. His experience ranges from various public works projects done for the City of Weston, which included asset location inspections, area calculation of city sidewalks, and digitizing assets (mast arms, street lights, sewer lines, etc.). He also previously tutored GIS students at FIU, assisting them with data extraction and mapmaking (symbology, choropleth, kernel density, etc.).



David Stambaugh, PE, DBIA| Vice President of Professional Services - Infrastructure

With more than seven years of construction experience followed by sixteen years of engineering design and project management, Mr. Stambaugh has developed a strong understanding of the engineering profession and necessary skills to successfully complete a variety of projects with varying degrees of complexity. He is experienced in the design of both public and private engineering projects, including the design of water and wastewater treatment plant expansion and rehabilitation, the design of sanitary sewer collection and transmission systems, replacement and improvements design for drinking water distribution systems and booster stations, and the design of storm water management systems, roadways, and parking lots.



Diana White, PE| Director of Transportation and Mobility

Ms. White has over 15 years of experience in Florida as a Traffic Engineer. Her experience includes analysis and design in traffic signals, traffic operations, Intelligent Transportation Systems, and development of traffic studies. She is knowledgeable of MUTCD, FDOT design standards and specifications, FDOT Design Manual, Highway Capacity Manual, ITE's Traffic Engineering Handbook. She has worked on transportation projects and traffic studies for FDOT District 2 and 4, Palm Beach, Broward, Miami-Dade, St. Lucie, Duval, St. Johns, and Alachua Counties as well as various Florida municipalities.

Sub-Consultants



Cynthia Grizzle PWS, CFM| Director of Environmental Services| PSG

Cynthia has a broad range of knowledge that allows her to guide projects from the feasibility stage, through planning, design, permitting, and construction. She has led environmental monitoring and assessments for all types of projects, including transportation planning, water resource, and ecological services as-needed contracts.



Alan Steinbeck, AICP | Director of Community Planning | PSG

Alan's experience includes overseeing and delivering projects and programs integrating issues of transportation, spatial analysis, physical planning, strategic thinking and placemaking. He has managed numerous multimodal transportation plans, area and master plans, corridor studies, forecasting projects, and area revitalization strategies. Alan can orchestrate complex projects that involve both technical details and high-profile decision-making elements. He is an excellent communicator and has a successful record of accomplishment of building consensus around issues among technical staff, the public and elected officials.



Paul Lambert | Managing Principal | Lambert Advisory

Paul Lambert founded Lambert Advisory in 1995 and is engaged by clients to provide expert market, financial, and strategic guidance associated with real estate and economic development efforts. Paul's clients have included Samsung Corporation, The Queen Emma Foundation, University of Pennsylvania, Harvard University, Port Miami, as well as the cities of New York, New Orleans and Tampa. He has served as advisor to sovereign wealth funds and some of the nation's largest charitable trusts.



Eric Liff | Principal| Lambert Advisory

Eric Liff brings 25 years of experience providing economic and financial advisory services to both the private and public sectors. He has worked with numerous national and international corporations providing economic, strategic and investment guidance in real estate acquisition, development planning and asset repositioning. His advising work also includes mixed-use and resort development throughout the U.S., Central America and the Caribbean. Over the course of his career, Mr. Liff has served as project manager to more than fifty municipal and governmental agencies on initiatives ranging from economic development and neighborhood revitalization to complex financial and partnership structuring. Eric has also worked extensively in transit-oriented development (TOD) planning with a specific emphasis on public/private partnership initiatives.



Jerry Dabkowski, PE| Infrastructure| Infrastructure Consulting & Engineering Inc

Jerry is a 40-year veteran in the Transportation Engineering field starting his career at FDOT. Jerry's specialty is in complete streets, wayfinding, planning and design, signage, lighting, traffic studies, traffic calming, golf cart studies, speed humps, data collection assurance, traffic signal warrants, traffic signal design, special signing, charettes, roundabouts, temporary detour routes, maintenance of traffic, pedestrian safety, special lighting needs for downtowns and trails, trolley service, parking analysis and an expert witness in the court system.

Experience of Key Personnel

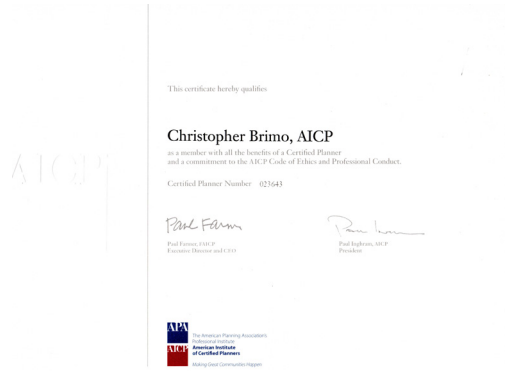
We prepared a quick-reference chart of our team and their respective experience for your review and consideration.

Key Staff	Experience with Florida Statutes	Comp. Plan & LDC Amends.	Public Participation	Grant Administration	Urban Design	Landscape Architecture	Infrastructure	Geographic Info. Systems	Housing & Econ. Studies	Environmental Planning	Transportation Planning	Aviation
James Hickey, AICP	✓	✓	✓									
Christopher Brimo, AICP	✓	✓	✓									
Luis Serna, AICP, LEED AP	✓	✓	✓									
Alex David, AICP	✓	✓	✓									
Silvia Vargas, FAICP, LEED AP	✓	✓	✓									
Vickki Placide-Pickard	✓	✓	✓	✓								
Daniel Mantell	✓	✓	✓									
Gianno Feoli	✓		✓	✓	✓							
Tammy Cook-Weedon, ASLA, PLA, LEED AP	✓		✓	✓	✓	✓						
Michael Conner, ASLA, PLA, ISA	✓		✓		✓	✓						
David Stambaugh, PE, DBIA	✓			✓			✓					
Diana White, PE	✓		✓	✓							✓	
Norwing Rodriguez								✓				
Paul Lambert	✓								✓			
Eric Liff	✓								✓			
Cynthia W. Grizzle, PWS, CFM	✓	✓	✓							✓		
Alen Steinbeck, AICP	✓	✓	✓								✓	
Jerry Dabkowski, PE							✓					✓

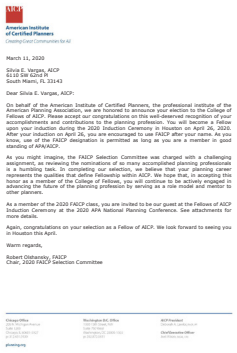
Licenses and Certifications



















U.S. Green Building Council

HEREBY CERTIFIES THAT

Silvia Vargas

HAS ACHIEVED THE DESIGNATION OF

LEED® ACCREDITED PROFESSIONAL

BY DEMONSTRATING THE KNOWLEDGE OF GREEN BUILDING PRACTICE REQUIRED FOR SUCCESSFUL IMPLEMENTATION OF THE LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED®) GREEN BUILDING RATING SYSTEM™.

Date Issued
October 31, 2008

Licensee Details

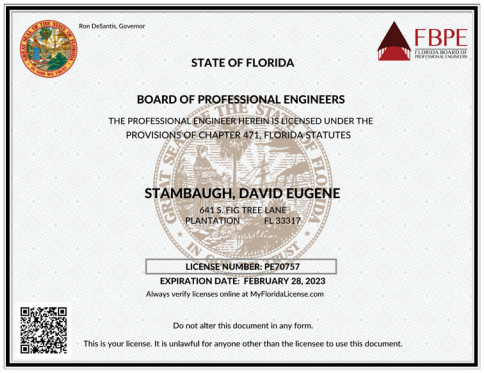
Licensee Information

Name:	CALVIN GIORDANO & ASSOCIATES, INC. (Primary Name)
Main Address:	1800 ELLER DRIVE SUITE 600 FT. LAUDERDALE Florida 33316
County:	BROWARD
License Mailing:	
LicenseLocation:	

License Information

License Type:	Registry
Rank:	Registry
License Number:	514
Status:	Current
Licensure Date:	01/09/1987
Expires:	

Special Qualifications — **Qualification Effective**



Ron DeSantis, Governor

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STATE OF FLORIDA

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STAMBAUGH, DAVID EUGENE
641 S. FIG TREE LANE
PLANTATION FL 33317

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has conferred upon

DAVID STAMBAUGH

the designation of

DBIA™

for fulfilling the program requirements of the Designated Design-Build Professional™ program.

awarded on

OCTOBER 18, 2019

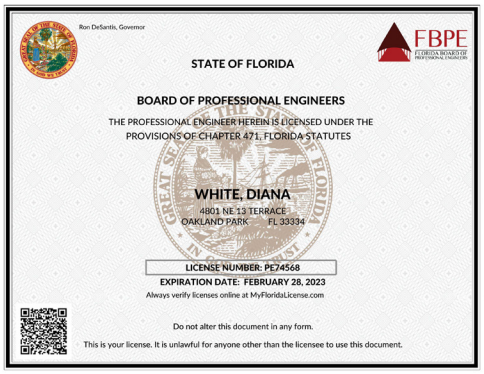
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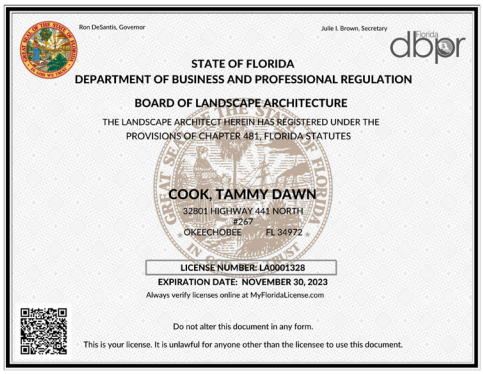
BOARD OF PROFESSIONAL ENGINEERS

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WHITE, DIANA
4801 NE 13 TERRACE
OAKLAND PARK FL 33334

LICENSE NUMBER: PE74568
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Ron DeSantis, Governor

Julie I. Brown, Secretary

dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF LANDSCAPE ARCHITECTURE

THE LANDSCAPE ARCHITECT HEREIN HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

COOK, TAMMY DAWN
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EXPIRATION DATE: NOVEMBER 30, 2023
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LEED AP BD+C

GREEN BUSINESS CERTIFICATION INC. CERTIFIES THAT

Tammy Cook-Weedon

HAS ATTAINED THE DESIGNATION OF

LEED AP® Building Design + Construction

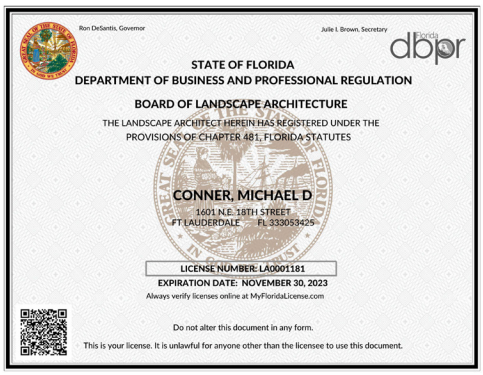
by demonstrating the knowledge and understanding of green building practices and principles needed to support the use of the LEED® green building program.

PETER TEMPLETON
PRESIDENT & CEO
U.S. GREEN BUILDING COUNCIL & GREEN BUSINESS CERTIFICATION INC.

10066306-AP-BD+C
CREDENTIAL ID

30 MAR 2010
ISSUED

27 MAR 2024
VALID THROUGH



Ron DeSantis, Governor

Julie I. Brown, Secretary

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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF LANDSCAPE ARCHITECTURE

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CONNER, MICHAEL D
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DIVIDER PAGE

QUESTIONNAIRE NO:	1.1.7
TITLE:	**REPRESENTATIVE WORK**
WEIGHT:	10%
REQUESTED INFORMATION:	Quality and format of representative work for similar comprehensive plan documents. • Provide a **minimum of two (2)** comprehensive plan documents representative of a plan you anticipate preparing for the City of Leesburg. A plan that has been prepared within the previous 24 months. • The example comprehensive plans submitted should demonstrate integrating land use, transportation, environmental conservation, affordable housing, economic development, and implementation strategies.



Representative Work

Representative Work

1. PlanItPompano! Comprehensive Plan Update, Pompano Beach, FL

This recent comprehensive plan update for the growing coastal city of Pompano Beach currently lives on a project microsite created and maintained by CGA. The site is linked to from the City's main site. The update focused on increasing the City's resilience and balancing development to achieve more equitable and healthy neighborhoods throughout the City. In addition to the microsite, CGA's work on this update process also included creating a new Climate Change element, updating the Data, Inventory and Analysis (Current Conditions), developing project branding, and facilitating the public engagement process.

The PlanIt Pompano! elements and DIA may be accessed here:

http://planitpompano.wpengine.com/?page_id=46

2. Comprehensive Plan & Land Development Code Updates, Wilton Manors, FL

CGA updated the City's Comprehensive Plan related to Evaluation and Appraisal Review (EAR) amendments. Much of the update focused on preparing the City to address the challenges of balancing growth with community character protection and preparing the City to mitigate the impacts of climate change (especially sea level rise).

The adopted plan documents may be found after this page.



Plan It! Pompano

FUTURE LAND USE ELEMENT

Purpose and Direction: The intent of the Future Land Use Element is to encourage sustainable development and meet the City's vision for its future built environment and meet the requirements of the Broward County Land Use Plan. The goals, objectives and policies, along with the Future Land Use Map, guide the distribution and intensity of future land uses, while meeting social, economic and environmental needs, provide for adequate services and facilities, and ensure compatibility of adjacent land uses.

The goals, objectives and policies promote transit oriented development along the major corridors; support access to a comprehensive local and regional multi-modal transportation network that moves the City toward a balanced system that accommodates the pedestrian and transit users as well as drivers; recognize that capital investments must support future growth while accommodating the anticipated sea level rise; and contribute to a sustainable environment and a high quality of life.

Goals, Objectives, and Policies

Goal 1: The attainment of a living environment which provides the maximum physical, economic and social well-being for the City and its residents through the thoughtful and planned use and control of the natural and man-made environments that discourages urban sprawl, is energy efficient and reduces greenhouse gas emissions.

Objective 01.01.00 – Future Land Use Plan and Levels of Service

Maintain the City's Future Land Use Map consistent with the Broward County Land Use Plan to ensure and all development permits issued are consistent with the City and County land use plans and the adopted level of service requirements for the availability of facilities and services can be met. The adopted levels of service standards will be adjusted over time as necessary to address the impacts of sea level rise and climate change.

Policy 01.01.01
Adopt and maintain community services based on the level of service standards contained in the various Elements of the City's Comprehensive Plan which may be adjusted over time to address the impacts of sea level rise and climate change.

Policy 01.01.02
Review all proposals for development or redevelopment and base the approval of same on the continued maintenance of all adopted Level of Service Standards which may be adjusted over time to address the impacts of sea level rise and climate change.

Policy 01.01.03
Phase development concurrent with the availability or phasing of infrastructure, potable water, wastewater, transportation, solid waste, schools and drainage capacity.

Policy 01.01.04
Maintain public and private recreation and open space facilities at a level of five (5) acres for each 1,000 residents.

Policy 01.01.05
Review proposals for new development, including future land use plan amendments, to identify the cumulative impacts of the proposed development on public services and facilities.

Policy 01.01.06
All site plan applications shall provide pedestrian facilities, such as but not limited to sidewalks and street trees (where not in conflict with underground utilities and permitted by City Engineer)

Policy 01.01.07
All site plan applications shall identify existing facilities and provide, where deficient, transit improvements, such as but not limited to bus shelters, benches, hardened surface for loading and unloading, garbage cans, bicycle racks and appropriate pedestrian connections along bus route, subject to coordination with Broward County Mass Transit.

Policy 01.01.08
Those facilities which are subject to concurrency requirements include: transit, parks and recreation, drainage and flood protection, potable water, solid waste, sanitary sewer facilities and public schools.

Policy 01.01.09
To ensure the adequate provision of public services and facilities, the City shall take into consideration the tourist population and the seasonal demands placed upon the City's infrastructure.

Policy 01.01.10
The City shall utilize the highway capacity methodology endorsed by the Broward County Metropolitan Planning Organization and approved by the Broward County Board of County Commissioners to determine the capacities and levels of service on the regional roadway network.

Policy 01.01.11
Require that all future land use map amendments ensure the availability of potable water supplies and water supply facilities, and reuse where available.

Policy 01.01.12
The City's Future Land Use Map will be in conformance with the County's Land Use Plan and will implement the County's regional vision including provision of essential public services and facilities, enhanced sustainability and livability and give priority to protecting public beach access sites.

Policy 01.01.13
The City shall utilize flexibility units and redevelopment units to increase residential densities within the flex receiving area when consistent with the community character; adjacent land uses; and public school capacity both within Pompano and affected contiguous municipalities; and has undergone a compatibility review relative to potential impacts on Environmentally Sensitive Lands and County or regional parks in accordance with Policy 2.10.01 of the Broward County Land Use Plan.

Policy 01.01.14
A studio or efficiency housing unit, no greater than 500 SF in size may be counted as 0.5 units for residential density calculations.

Policy 01.01.15
The City will continue to differentiate on the adopted Future Land Use and Zoning Maps, the commercial and industrial land use categories and zoning designations which are consistent with but more specific than the County's Commerce land use category in regard to intensity, permitted uses and compatibility with adjacent and surrounding land uses.

Policy 01.01.16
Future Land Use Plan amendments that contain golf courses will be reviewed in accordance with County policy 2.5.5.

Policy 01.01.17
Building permits will not be granted unless the property has an approved plat or platting exemption per County policy 2.13.1.

Policy 01.01.18
Future Land Use Plan amendments that create 100 additional residential units or more will be reviewed in conformance with County policy 2.16.2 in regard to affordable housing.

Objective 01.02.00 – Right-of-Way Protection and Accessibility

Protect the existing and future right-of-way from building encroachments and ensure proper accessibility with the roadway and transit network.

Policy 01.02.01
Require a traffic impact analysis for development projects when necessary to determine post-development conditions of adjacent roadways and the local multimodal transportation system.

Policy 01.02.02
Approve site plans, plats and other development approvals on the condition that the applicant will dedicate right-of-way according to the requirements of the Broward County Trafficways Plan and the City's street standards in Chapter 100 of the City's Code of Ordinances.

Policy 01.02.03
The City shall not issue building permits or development orders for construction within identified rights-of-way in order to protect the transportation corridors identified on the Broward County Trafficways Plan and to meet the street right-of-way standards in Chapter 100 of the City's Code of Ordinances.

Policy 01.02.04
All property to be platted, or newly created lots are encouraged to be directly accessible from a publicly dedicated and improved road, which satisfies the right-of-way requirements of the Broward County Trafficways Plan and/or the street right-of-way standards in Chapter 100 of the City's Code of Ordinances.

Policy 01.02.05
Where appropriate, approve site plans, plats and other development on the condition the applicant will dedicate additional right-of-way for bus shelters and sidewalks connecting to mass transit facilities including community shuttle buses, car sharing, on-demand transport and other modes of emerging transportation options.

Objective 01.03.00 – Inconsistent Land Uses

Annually review and periodically update adopted land development regulations and established procedures that encourage the elimination or reduction of uses inconsistent with the City's character and Future Land Use Plan.

Policy 01.03.01
Eliminate or reduce nonconforming uses which are inconsistent with the land development regulations and the designations of the Future Land Use Plan map.

Policy 01.03.02
Require residential densities of zoning districts to be consistent with the densities on the Future Land Use Map.

Policy 01.03.03
Encourage property owners to rezone the subject properties when initiating development and/or redevelopment proposals to be consistent with the designations on the Future Land Use Map.

Policy 01.03.04
Consider the preservation of established single family neighborhoods in all rezonings, land use plan amendments and site plan approvals.

Policy 01.03.05
All Land Use Plan Map amendments and rezonings shall provide for the orderly transition of varying residential land use designations.

Policy 01.03.06
Consider density and intensity revisions with an emphasis on minimal negative impacts to existing residential areas, particularly single family areas.

Policy 01.03.07
Require the provision of building height transitions and decorative structural or vegetative buffers between different density residential land uses, and residential and non-residential land uses.

Policy 01.03.08
Establish criteria to protect residential areas and other land uses that are adjacent to industrial and commercial areas from excessive, odors, traffic and parking impacts.

Policy 01.03.09
Discourage Future Land Use Map amendments, rezonings or other methods that would place residential units into or adjoining industrial land use designations.

Policy 01.03.10
Support and promote hotels, motels and other tourist accommodations in designated residential, commercial and commercial recreation land use designations.

Policy 01.03.11
Consider the compatibility of adjacent land uses in all Land Use Plan amendments and rezonings.

Policy 01.03.12
The following criteria may be used in evaluating rezoning requests:

A. Density;
B. Design;
C. Distance to similar development;
D. Existing adjoining uses;
E. Proposed adjoining uses;
F. Readiness for redevelopment of surrounding uses; and.
G. Proximity to mass transit.

Policy 01.03.13
Future industrial land uses shall be located with access to major transportation facilities including highways, airports, railroads, and seaports.

Policy 01.03.14
The Future Land Use map and site plans prepared in conformance with the designated land uses will address compatibility with the existing and planned greenways identified on the Broward County Greenways System Map.

Objective 01.04.00 – Major Corridor Land Use

Support and promote the intermix of residential and commercial uses along major traffic corridors.

Policy 01.04.01
The Planning Department shall support and promote the intermix of residential and commercial uses along major traffic corridors, where mass transit is available, through the allocation of flex and redevelopment units and approval of land use plan map amendments allowing for mixed use and residential developments.

Policy 01.04.02
The City of Pompano Beach shall amend its land development regulations to reduce parking requirements for residential and commercial uses along major corridors where it can be shown that pedestrian and transit amenities are provided, shared parking is provided, or sufficient public parking is nearby.

Policy 01.04.03
Except for schools, regional and community facilities shall be located close to major traffic corridors and mass transit routes adequate to carry the volume of traffic generated by such facilities.

Policy 01.04.04
Special exception uses on major corridors including the city's gateway streets (Atlantic Boulevard, Dr. Martin Luther King, Jr. Boulevard and NW 31st Avenue) will be required to provide landscaping and beautification in excess of standard code requirements along all major street frontages.

Objective 01.05.00 – Flood Protection

Require all substantial improvement, new development and redevelopment to be consistent with the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM); Chapter 152 of the City's Code and future maps being prepared to determine appropriate finished floor elevations and crown of road elevations based on projected sea level rise by 2060.

Policy 01.05.01
Continue to require all substantial improvement, new development and redevelopment to be consistent with the minimum finished floor elevations as specified in the Federal Emergency Management Agency Flood Insurance requirements, the South Florida Building Code, Chapter 152 of the City's Code of Ordinances and future maps being prepared to determine appropriate finished floor elevations and crown of road elevations based on 2.5-feet of sea level rise by 2060.

Policy 01.05.02
Continue to enforce the land development regulations in Chapter 152 of the City's Code of Ordinances which require finished floor elevations be above the highest point of the adjacent road crown elevations for all new development and substantial improvement in areas that are not identified as flood zones on the FEMA FIRM or where the required finished floor elevation would otherwise be lower.

Policy 01.05.03
The City of Pompano Beach shall require redevelopment within identified 1 percent chance floodplains and areas subject to flooding with sea level rise to address existing and potential flooding problems, as may be identified on-site and in the adjacent street network.

Policy 01.05.04
The City shall regulate development on flood prone soil, as defined by the U.S. Soil Conservation Service, consistent with the criteria and mapping of the Federal Emergency Management Administration.

Policy 01.05.05
The City shall continue to participate in National Flood Insurance Program Community Rating System through the annual recertification process which enables residents and businesses to receive a discount on flood insurance policies.

Policy 01.05.06
The City shall continually strive to maintain and upgrade the community rating under the CRS program requirements to enable residents and businesses to receive an additional discount on their flood insurance policies while producing a more sustainable, flood resilient community.

Policy 01.05.07
The City shall maintain the National Flood Insurance Program maps and future maps being prepared which identify appropriate base flood elevations and crown of road elevations based on 2.5-feet of sea level rise by 2060 in GIS format which enables users to easily identify individual properties.

Policy 01.05.08
The City shall participate in various processes which seek to update the existing 1 percent chance flood plain maps.

Policy 01.05.09
The City will amend the Zoning Code as necessary to ensure that properties proposing to build with a sustainable finished floor elevation that accommodates the necessary freeboard to accommodate 2.5-feet of sea level rise will not be penalized in relation to maximum building height.

Objective 01.06.00 – Natural Resources & Historic/Cultural Preservation

Protect natural resources and historic/cultural properties in all land use considerations.

Policy 01.06.01
Consider and minimize the impacts that land use amendments, rezonings or site plan approvals have on natural resources, including wetlands, and culturally, historically, archaeologically and paleontologically significant resources.

Policy 01.06.02
Through the activities of the Historic Preservation Committee, identify and encourage property owners to list their historic and culturally significant structures on the local, state and/or national registers of historic places, as appropriate.

Policy 01.06.03
Refer to the Local Register of Historic Places for buildings and houses worthy of continued preservation prior to issuance of any building or demolition permits.

Policy 01.06.04
The City shall maintain a map and current list of culturally, historically, archaeologically and architecturally significant properties and encourage the property owners to protect these resources.

Policy 01.06.05
Promote the acquisition, retention and management of unique natural areas in the City to preserve their environmental, recreational and other public benefits.

Policy 01.06.06
Require permits for new development/redevelopment to include landscape plans for native vegetation, reestablishment or creation of tree canopy, and require the removal of exotic vegetation species.

Policy 01.06.07
Enforce the procedures for compliance with the County Wellfield Protection Ordinance in areas of the City that fall within Zone 3 as depicted on the County's natural resource map series, at all levels of development, including Land Use Plan Amendments and Site Plans.

Policy 01.06.08
Review all proposals for development with consideration to the County's Natural Resource Map Series and discourage activities which would have a detrimental impact on significant natural resource areas which may or may not be designated by Broward County as Local Areas of Particular Concern.

Policy 01.06.09
Require all development on the barrier island lying partially on or seaward of the Coastal Construction Control line to comply with the provisions as set forth in Chapter 161 Florida Statutes.

Policy 01.06.10
Protect the integrity of the two wellfields by designating wellfield sites with a suitable land use designation which restricts inappropriate development.

Policy 01.06.11
Protect the integrity of the two wellfields by City ownership of the wellfield sites or restrictive easements on the wellfield sites and the water lines from the wells.

Policy 01.06.12
Review all land use plan map amendments, rezonings and site plan applications to ensure that there is sufficient wastewater collection and treatment facilities, potable water resources available and if reuse water is available, require it be used, and that they pose no noxious impacts to the Biscayne Aquifer.

Policy 01.06.13
Work with Broward County and interested stakeholders to study and recommend incentives to preserve designated environmentally sensitive lands that are privately controlled.

Objective 01.07.00 – New Land Use Regulations

Encourage the adoption of innovative land development regulations. Adopt new land use designations as strategies continue to evolve to implement for Residential, Mixed Use, Transportation Oriented Districts and Transportation Oriented Corridors and amend the land development regulations, including the creation of new zoning districts for these land use designations to facilitate sustainable and resilient redevelopment and support adaptation strategies in the build environment that accommodate the projected 2.5-feet of sea level rise by 2060.

Policy 01.07.01
Continue to evaluate and improve the City's land development regulations to facilitate sustainable and resilient redevelopment and support adaptation strategies in the build environment that reduce greenhouse gas emissions and accommodate the projected 2.5-feet of sea level rise by 2060.

Policy 01.07.02
Continually review and amend new land use designations for Residential, Mixed Use and Transportation Oriented Districts.

Policy 01.07.03
Evaluate and revise the land use regulations to conform to current development practices as to housing types and mixed use developments.

Policy 01.07.04
Through the ongoing updates to the land development regulations consider the development of various housing units types and residential lots including single family, cluster homes, zero lot line, staggered setbacks and zipper lots, coach houses, townhouses, stacked townhouses, courtyard buildings, terraced buildings and sculptured towers.

Policy 01.07.05
Through ongoing updates to the land development regulations revise the existing off-street parking provisions of the zoning code considering, shared parking, parking space size, compact spaces, parking rates by uses, etc.

Policy 01.07.06
Through ongoing updates to the land development regulations revise prohibited and permitted uses in the mixed use, commercial, industrial and non-residential zoning districts.

Policy 01.07.07
Through ongoing updates to the land development regulations provide standards for the upgrading and redevelopment of existing strip commercial areas to meet current code requirements such as access, landscaping, parking and setbacks.

Policy 01.07.08
Through ongoing updates to the land development regulations develop new zoning districts that encourage redevelopment, including mixed use along major highway corridors.

Policy 01.07.09
Through ongoing updates to the land development regulations revise parking codes and design criteria to include incentives for mass transit use and other transportation alternatives that don't require parking spaces.

Policy 01.07.10
Through ongoing updates to the land development regulations revise parking codes to allow for parking space credit for onsite accommodation for transportation options that do not require parking.

Policy 01.07.11
Through ongoing updates to the land development regulations revise parking codes to require the provisions of on-street parking where appropriate.

Policy 01.07.12
Through ongoing updates to the land development regulations provide criteria/uses specific standards for the approval of new outdoor storage uses and a list of acceptable uses.

Policy 01.07.13
Through ongoing updates to the land development regulations provide incentives for hotel development.

Policy 01.07.14
Through ongoing updates to the land development regulations provide criteria/ use specific standards for places of assembly in commercial shopping centers.

Policy 01.07.15
Through ongoing updates to the land development regulations, review landscape codes to encourage the planting of the most appropriate type and location of landscaping which provide the maximum benefits to structures and pedestrians, decrease debris collection, and recognize that sea level rise will require salt tolerate landscaping in areas subject to flooding from high tides and in areas subject to saltwater intrusion into the groundwater.

Policy 01.07.16
Through ongoing updates to the land development regulations provide criteria/use specific standards for accessory dwelling units and exempt these units from density calculations.

Policy 01.07.17
The maximum intensity of development within the following nonresidential land use categories will be determined as follows:

Category		Maximum Lot Coverage	Maximum Building Height
C	Commercial	60%	105 feet
		100% Lot Coverage permitted in Downtown Historic Core Area and Downtown Historic Transitional Overlay Districts.	
		Additional lot coverage and building height permitted in Atlantic Boulevard Overlay District provided special Zoning Code requirements are met	
		Additional building height and lot coverage may be permitted in Planned Development Zoning Districts.	
CF	Community Facility	25%	60 feet
		105 Feet Building Height is permitted for properties located in the Atlantic Boulevard Overlay District.	
		Additional lot coverage permitted in Atlantic Boulevard Overlay District provided special Zoning Code requirements are met	
CR	Commercial Recreation	50%	105 feet
		Additional lot coverage permitted in Atlantic Boulevard Overlay District provided special Zoning Code requirements are met	
I	Industrial	65%	45 feet
OR	Recreation and Open Space**	N/A	Determined at Rezoning
		105 Feet Building Height is permitted for properties located in the Atlantic Boulevard Overlay District.	
U	Utilities**	N/A	Determined at Rezoning
RAC	Regional Activity Center	N/A	Determined at Rezoning
LAC	Local Activity Center	N/A	Determined at Rezoning
T	Transportation**	N/A	Determined at Rezoning

** No lot coverage and height specified for these public use districts.

Policy 01.07.18
Continue to implement the incentives for providing affordable housing per the policies in the Broward County Land Use Plan and/or in the City's land development regulations including the use of density bonuses, flex and redevelopment units for affordable housing and the expedited permit review process for developments primarily aimed at providing affordable housing.

Policy 01.07.19
The City's land development code shall include provisions to encourage or enable a variety of housing opportunities in varying price ranges, including housing for low and moderate income families in large scale residential developments.

Policy 01.07.20
Amend the Land Development Code and Chapter 100 to adopt consistent street sections based on adopted right-of-way standards to ensure that all streets developed within the City provide an optimal Complete Street section and support the "One Pompano" theme.

Policy 01.07.21
Amend the Land Development Code to require special exception uses on major corridors including the city's gateway streets (Atlantic Boulevard, Dr. Martin Luther King, Jr. Boulevard and NW 31st Avenue) to provide landscaping and beautification in excess of standard code requirements along all major street frontages.

Objective 01.08.00 – Community Redevelopment Areas

Amend the Land Use Plan map and Zoning map to support new development and redevelopment in the Community Redevelopment Areas.

Policy 01.08.01
Follow the recommendation of the Community Redevelopment Plans in all Land Use Plan amendments and rezonings.

Policy 01.08.02
Develop a schedule for the expansion of infrastructure facilities such as roadway, sidewalks, drainage, water and sewer services in the Community Redevelopment areas in conjunction with the phasing and timing of the Redevelopment Plans and plans for the Innovation District within the Downtown TOC.

Policy 01.08.03
Continue the construction of facilities such as roadway, drainage, water and sewer facilities and enhanced medians and other street section beautification efforts in the northwest Dr. Martin Luther King Jr. Blvd, NW 31st Avenue and Atlantic Boulevard corridors. Encourage auto-oriented and industrial development along these gateway corridor to provide an enhanced roadway frontage for both the building facades and the landscaping visible from the roadway to beautify the corridor.

Policy 01.08.04
All streetscape design associated with the redevelopment efforts in the Northwest CRA area will be implemented consistent with the "One Pompano" theme identified in the 2018 Northwest Community Building and Empowerment study which speaks to consistent city-wide design, construction and performance standards for street lighting, paved public roadways, sidewalks, landscaping and bus stop shelters.

Policy 01.08.05
The City, in coordination with the NWCRA, will identify areas that have developed without the benefit of platting to establish property lines and dedicated right-of-way for access and will work with existing property owners to ensure that public street right-of-way is delineated and public streets are constructed consistent with the "One Pompano" theme and that the Future Land Use Map and Zoning Map are consistent and appropriate for these areas.

Objective 01.09.00 – Hurricane Preparedness

Continue City-wide emergency management, mitigation, preparedness and responsive actions to protect residences and businesses from hurricanes and other weather related events.

Policy 01.09.01
Continue to reject future land use plan amendments for increased density in the coastal area unless a consistency determination can be made with the Broward County Hurricane Evacuation Plan, or unless a finding can be made that the amendment will not increase current evacuation times and/or exceed emergency shelter capacities.

Policy 01.09.02
Adhere to the City's Unified Flex Zone which does not contain a receiving area located east of the Intracoastal Waterway.

Policy 01.09.03
Adhere to Broward County/State of Florida requirements mandating high rise buildings of 75 feet or higher to maintain a working generator and fuel for elevator usage. Maintain an annual inspection program to ensure compliance.

Policy 01.09.04
Encourage homeowners to retrofit and fortify homes in accordance with Florida Building Code and recommendations to insure that they can withstand tropical or hurricane force winds and water associated with storms.

Policy 01.09.05
Cooperate with Broward County and other partners with mitigation research to identify methods to retrofit existing structures to be more hurricane resistant.

Policy 01.09.06
Collaborate with Broward County through participation with updates and adoption of the Enhanced Local Mitigation Strategy (ELMS).

Policy 01.09.07
Evaluate the feasibility of retrofitting/reconstructing existing city buildings and facilities to make them more hurricane resistant and build all new City buildings and facilities to be power ready with a transfer switch and generator.

Policy 01.09.08
Discourage new uses, such as, mobile home parks, community homes and other special needs facilities from locating in Hurricane Evacuation Zones, which require mandatory evacuation during hurricane or tropical storm warnings

Policy 01.09.09
Maintain a public emergency notification system to ensure the public is notified of known emergency situations.

Policy 01.09.10
Maintain a public education campaign utilizing through emergency management's outreach and community education presentations, maintenance of the emergency management webpage on city's website as well as through the Pompano Beach Citizens Corps and Community Emergency Response Team (CERT) training program.

Policy 01.09.11
City departments will maintain contracts with emergency primary and secondary vendors to including but not limited to: communications, fuel, emergency power equipment, debris removal, emergency food, water and ice, equipment including forklifts, portable toilets, etc. City departments shall maintain contracts to ensure access to services and supplies.

Policy 01.09.12
Periodically update the Enhanced Local Mitigation Strategy documents by adding new resilience-related capital projects.

Policy 01.09.13
Maintain a Comprehensive Emergency Operations Plan (CEOP) to include annexes for hurricane, natural, man-made and pandemic events as well as a point of distribution plan.

Policy 01.09.14
Implement regulations that mandate gasoline stations, food stores, and other critical facilities be power ready with generators.

Policy 01.09.15
Evaluate the feasibility of retrofitting intersection lights for power readiness.

Policy 01.09.16
Develop a program to make city lift stations, community centers and other critical facilities power ready.

Policy 01.09.17
Cooperate with Broward County and FDOT in replacing span wire traffic lights with mast arm traffic lights.

Policy 01.09.18
In coordination with Broward County, maintain the vulnerable population and special needs registries.

Policy 01.09.19
Coordinate with Broward County in the preparation of a post disaster redevelopment plan and a long-term recovery and redevelopment strategy. Both plans should include the reestablishment of the tree canopy as a primary consideration.

Objective 01.10.00 – Utility Facilities

Ensure the availability of suitable land for utility facilities required to serve the existing and future development of the City.

Policy 01.10.01
Continue to re-evaluate the need for additional property adjacent to existing utility plants or utility facilities in order to meet future development needs.

Policy 01.10.02
Continue to require the dedication of sites, easements, and rights-of-way for utilities which are needed to serve the proposed projects and surrounding land uses, as a condition of the approval of development plans.

Policy 01.10.03
Continue to require site plan review and screening at proposed sites for electric substations and switching stations, wastewater pumping stations, water storage facilities, and other utility land uses in all land use categories and zoning districts.

Policy 01.10.04
The city shall require existing development on septic tanks and private wells to hook up to centralized sewer and water facilities as they become available and will make extension of and connection to centralized sewer facilities in proximity to surface waters a priority.

Policy 01.10.05
Electric lines will be installed underground to the maximum extent feasible to minimize electric service disruptions during natural disasters.

Policy 01.10.06
Encourage the installation of solar ready and electric vehicle ready infrastructure in all development and redevelopment projects and encourage battery storage to the maximum extent feasible to create opportunities for off-the-grid facilities that can maintain service during power-grid outages.

Objective 01.11.00 – Dredge Spoil Sites

The City of Pompano Beach shall identify and ensure the availability of dredge spoil sites.

Policy 01.11.01
The City shall coordinate with Broward County Department of Natural Resource Protection, Florida Inland Navigation District (FIND) and the Army Corp of Engineers to maintain the development status of existing FIND parcels to allow for use as dredge spoil sites in cases of emergency.

Policy 01.11.02
Limit activity on the identified FIND parcels by submitting improvement plans to FIND for approval.

Policy 01.11.03
Prior to each Evaluation and Appraisal Report preparation, contact FIND to ensure that existing sites are adequate or to ascertain if new sites have been acquired or are needed.

Policy 01.11.04
The following criteria are established for dredge spoil site selection:

A. The site(s) are in near proximity to the Intracoastal Waterway or connecting waterways.
B. The site(s) are not located in established residential neighborhoods.
C. The site(s) are located with access to roadway systems to allow vehicular access to the site.

Objective 01.12.00 – Broward County School Board

The City of Pompano Beach shall cooperate with the Broward County School Board on the selection of sites for new schools, redevelopment and or expansion of existing school sites and encourage the collocation of libraries and park and recreation facilities where possible.

Policy 01.12.01
Coordinate the site selection for any new school or redevelopment and/or expansion of an existing school with representatives of the City Planning, Parks and Recreation and Police Departments, together with representatives of the School Board, Broward County Comprehensive Planning and Library departments to identify potential sites and/or issues concerning redevelopment of the site, including the acquisition of adjoining properties.

Policy 01.12.02
Schools shall be allowed on properties with Residential or Community Facilities Land use designations

Policy 01.12.03
Consider the collocation of libraries and parks and recreation sites at proposed site locations for new schools.

Policy 01.12.04
The following criteria pertain to the location of new schools:

A. Locate proposed school sites away from industrial uses, major arterials roadways (e.g. freeways), railroads, airports and similar land uses to avoid noise, odors, dust and traffic impacts and hazards.
B. Provide buffers to shield the impacts from incompatible land uses such as industrial uses, major arterials roadways (e.g. freeways), railroads, airports and similar land uses to avoid noise, odors, dust and traffic impacts and hazards as part of the redevelopment of existing school sites.
C. Consider surrounding land uses such as hospitals, adult communities, nursing homes and similar land uses that may be disrupted by school activities and traffic during the selection of new sites or redevelopment of existing sites.

D. Centrally locate proposed new schools within their intended attendance zones, to the extent possible, and be consistent with walking and bus travel time standards.
E. Ensure that the proposed site for a new school shall be of sufficient size so that buildings and ancillary facilities and future expansions can be located away from flood plains, flood prone areas, wetlands and other environmentally sensitive areas, coastal high hazard areas, and will not interfere with historic or archaeological resources.
F. Make public utilities (e.g. water, sewer, storm drains) readily available to the site.
G. Access to the proposed school site should be from a collector road (minor collector or local road for an elementary school) and avoid the need for slow down zones, if possible.
H. The ingress and egress to the proposed school site, should not create detrimental impacts on adjacent roads, provide safe approaches for pedestrians, bicyclists, cars and buses, and mass transit or community shuttle stop should be located nearby.
I. Implement the "safe routes" program to make schools and parks more accessible for children, including those with disabilities.

Policy 01.12.05
The City will support the Broward County School Board, as appropriate, in implementation of the criteria for expansion of existing school sites in accordance with the adopted Interlocal Agreement between the cities and the School Board for school concurrency

Policy 01.12.06
The City in collaboration with the School Board and Broward County shall implement concurrency management systems consistent with the policies included in the Broward County and the City's Public School Facility Element with procedures and requirements included within the City of Pompano Beach's land development regulations and the Interlocal Agreement for Public School Facility Planning.

Objective 01.13.00 – Local Activity Center

Encourage compact development reflecting characteristics which include a mixture of community serving uses such as commercial, office, employment, civic and institutional, recreation and open space and residential, characterized by an efficient infrastructure, close–knit neighborhood and sense of community, preservation of natural systems, promotion of pedestrian circulation and convenient access to mass transit facilities through the establishment of a Local Activity Center land use category

Policy 01.13.01
Local Activity Centers will support the location of uses in a manner oriented around the five-minute (i.e. quarter mile) walk. Multiple nodes of activity oriented five-minute (i.e. quarter mile) walk may be included within the one Local Activity Center.

Policy 01.13.02
Local Activity Centers will support the location of uses and internal circulation such that pedestrian mobility is a priority. All land uses in a Local Activity Center shall be directly accessed via pedestrian ways, and accessible to existing or future alternate public transportation modes, including bicycle and transit.

Policy 01.13.03
Park Land and/or open space that is accessible to the public must be included as a functional component within a Local Activity Center.

Policy 01.13.04
Housing opportunities must be included as a functional component with a Local Activity Center.

Policy 01.13.05
Encourage affordable housing opportunities, through various mechanisms such as the utilization of reduced lot size for dwelling units, construction of zero lot line and cluster housing, vertical integration of residential units with non-residential uses, the allowance of accessory dwelling units, or through other mechanisms proven effective in increasing the affordable housing stock.

Policy 01.13.06
Promote the rehabilitation and use of historic buildings within a Local Activity Center.

Policy 01.13.07
The City shall adopt design guidelines that incorporate pedestrian and bicycle paths and greenways to accomplish fully connected routes to all destinations within the Local Activity Center. The paths should be spatially defined by buildings, trees and lighting, and should incorporate designs which discourage high-speed traffic.

Policy 01.13.08
The City ensures convenient access to mass transit or multi-modal facilities within a Local Activity Center.

Policy 01.13.09
The City's community shuttle shall serve the residents and employees within the Local Activity Center.

Policy 01.13.10
The City shall adopt local design guidelines that require mass transit shelters to provide safe and comfortable service and to encourage mass transit usage.

Policy 01.13.11
The City shall promote development of key intersections or major transit stops to create nodes of development that could be implemented with a Local Activity Center land use designation.

Policy 01.13.12
The City shall review existing zoning and land development regulations and adopt changes necessary to implement the Local Activity Center land use designation.

Policy 01.13.13
Applications for the LAC land use designation must address the height transition to adjacent properties, include a volumetric plan showing the building sizes necessary to accommodate the requested entitlements that reflect the design standards in the City's land development code, to ensure the mixed use development is compatible with adjacent land uses and adjacent Future Land Use designations.

Objective 01.14.00 – Smart Growth Initiative

The City will promote "Smart Growth" type initiatives providing for energy efficient development and land use patterns which also account for existing and future electrical power generation and transmission systems in an effort to discourage urban sprawl and reduce greenhouse gasses.

Policy 01.14.01
The City shall emphasize re-development and infill, which concentrates the growth and intensifies the land uses consistent with the availability of existing urban services and infrastructure in order to conserve natural and man-made resources.

Policy 01.14.02
The City will encourage and implement the use of compact building design principles which preserve more open space, contain mixed use, support multi-modal transportation options, make public transportation viable, reduce infrastructure costs and take advantage of recycled and sustainably sourced building materials.

Policy 01.14.03
The City will encourage and implement energy conservation and the reduction of greenhouse gasses by encouraging land developers and builders to implement the Florida Green Building Coalition, US Green Building Council Leadership in Energy and Environmental Design (LEED), or equivalent standards, which generally include the following:

A. Use of compact building design; energy efficient street lighting; energy efficient automobiles/transit;

B. Priority use of small properties in urban areas; use of "brownfield" lands that can be cleaned; use of lands close to sewer and power lines mass transit or green space;
C. Use of very efficient clothes washers; Low-flow toilets or waterless urinals; use of reclaimed water; innovative irrigation or drought tolerant plants; use of rain gardens, bioswales and cisterns;
D. Use of light-colored exterior walls; buildings shaded on the east and west by trees; properly sized air conditioners; use of ceiling fans; energy efficient appliances and indoor lighting; efficient well-pumping; use of alternate electrical grids. and/or use of wind/solar/natural gas energy;
E. Use of building materials with recycled content; eco-friendly insulation; lumber from sustainable sources; or locally produced materials; and,
F. Use of detached garage; carbon monoxide alarm; central dehumidification systems; energy efficient bathroom exhaust fans with timer; humidistat whole house filtration.
G. Use of pedestrian scale and appropriately shielded lighting that limits excess light, reduces glare, and creates a safe and pedestrian scale lit environment, utilizing Night Friendly Lighting or Dark Sky principles for the purpose of creating appropriate outdoor lighting standards that reduce energy use, increase public safety, and protect human health and wildlife.

Policy 01.14.04
Take advantage of “smart city” initiatives as these continue to evolve and become more affordable to small and medium size cities.

Policy 01.14.05
Investigate the use of a monthly subscription app to enable easy access to city services such as: paying for parking; water taxi; community bus and/or on-demand shuttle services; as well as other city services and event notifications. Strive to make the app available at a discount for residents and available to visitors for download.

Policy 01.14.06
The preservation and proper maintenance of significant tree groupings, efforts to relocate trees that cannot be accommodated in redevelopment projects and specific incentives for the reestablishment or creation of tree canopy should be a primary consideration of infill and redevelopment projects.

Policy 01.14.07
All site plans will be reviewed for Crime Prevention Through Environmental Design (CPTED) design principles such as lighting, street design, natural surveillance, natural access control, and territorial reinforcement. CPTED infrastructure such as security lighting, security cameras, bollards and other access control methods will be required based on the specific needs of the project.

Objective 01.15.00 – Regional Activity Center

The Regional Activity Center Land Use Category encourages attractive and functional mixed living, working, shopping, education and recreational activities.

Policy 01.15.01
The Planned Development Land Development Regulations shall provide the zoning district that facilitates attractive and functional mixed living, working, shopping, education and recreational activities for application to Regional Activity Centers.

Policy 01.15.02
Regional Activity Centers shall include a mix of land uses that are regionally significant and should include residential uses when they are complimentary to other uses within the RAC. The application for a RAC land use designation will include a purpose statement for the nonresidential uses based on the scale and identity for the activity center district.

Policy 01.15.03
Applications for the RAC land use designation must address the height transition to adjacent properties, include a volumetric plan showing the building sizes necessary to accommodate the requested entitlements that reflect the design standards in the City’s land development code to ensure the mixed use development is compatible with adjacent land uses and adjacent Future Land Use designations.

Policy 01.15.04
The Land Development Regulations shall encourage redevelopment within Regional Activity Centers by reducing the number of required off-street parking spaces proportionate to the parking efficiency achieved with various mixes of uses, as well as greater modal shift to transit, walking and bicycling. In addition to providing for shared parking standards, the Land Development Regulations shall provide for off-site and on-street parking allowances, the use of centralized parking, and other innovative urban parking strategies within Regional Activity Centers.

Policy 01.15.05
Regional Activity Centers should provide substantial housing opportunities in order to allow people to both live and work within the area.

Policy 01.15.06
Quality, affordable housing opportunities shall be included as a functional component of Regional Activity Centers that allow for residential use.

Policy 01.15.07
The Land Development Regulations shall require that Regional Activity Centers provide safe and convenient pedestrian access to transit stops, and safe and secure bicycle parking facilities.

Policy 01.15.08
To enhance pedestrian movement and safety, the Land Development Regulations shall provide for separation of pedestrian and vehicular traffic within the Regional Activity Centers.

Policy 01.15.09
Urban public or publically accessible park land and/or open space shall be included as a functional component of Regional Activity Centers.

Policy 01.15.10
The City shall adopt design guidelines that require transit shelters in the Regional Activity Center to provide safe and comfortable service and to encourage transit usage.

Policy 01.15.11
The City shall adopt performance and design standards within its land development regulations that provide for an interconnected street network, a safe and attractive pedestrian environment and multi-modal transit connections for Regional Activity Centers.

Policy 01.15.12
The City shall maintain design standards within its land development regulations to ensure compatibility between existing and planned land uses within and adjacent to Regional Activity Centers.

Objective 01.16.00 – Transit Oriented Corridor (TOC) Activity Center

Facilitate mixed use development with access to transit stations or stops along existing and planned high performance transit service corridors (such as bus rapid transit or rapid bus) designated in the Pompano Beach Comprehensive Plan Transportation Element; the Broward County Transit Master Plan; the Broward County Metropolitan Planning Organization's (MPO) Long Range Transportation Plan; and the Broward County Transit Development Plan, through the establishment of a Transit Oriented Corridor (TOC) land use category.

– Land Use Criteria

Policy 01.16.01
The City may designate a Transit Oriented Corridor within an area approximately ¼ mile on either side of the mainline transit corridor. The area may extend beyond ¼ mile around all major intersections, activity nodes and in locations served by existing or funded community shuttle service.

Policy 01.16.02
Residential use is required as a principal component within a Transit Oriented Corridor (TOC). Maximum residential density will be specified by the City and may vary along the corridor. Densities and intensities for the TOC will be described in the permitted uses section of the Pompano Beach Future Land Use Element. Residential densities will be specified as a maximum number of permitted units (e.g. pool of units such as in the "Local Activity Center" (LAC) and "Regional Activity Center" (RAC) designations).

Policy 01.16.03
At least two non-residential uses must be permitted in the designated area as a principal use: e.g. retail, office, restaurants and personal services, hotel/motel, light industrial (including "live work" buildings), research business, civic and institutional.

Policy 01.16.04
Nonresidential intensities may vary along the corridor and will be specified as an overall maximum square footage by use [e.g. pool of square footage by permitted use (retail, office etc.) or land use category (commercial)]. The application for a TOC land use designation will include a purpose statement for the nonresidential uses based on the scale and identity for the activity center district.

Policy 01.16.05
Additional or expanded stand-alone automobile oriented uses such as: large surface parking lots, gas stations/auto repair/car washes; auto dealers; self/equipment storage; "big box"/warehouse; single-family detached dwelling units; carwashes; and drive-through facilities are discouraged and will be prohibited or limited unless designed in a manner to encourage pedestrian and transit usage and may be further restricted in the City's TOC Zoning District regulations.

– Design Guideline Principles

Policy 01.16.06
Applications for the TOC land use designation must address the height transition to adjacent development, include a volumetric plan showing the building sizes necessary to accommodate the requested entitlements that reflect the design standards in the City's land development code to ensure the mixed use development is compatible with adjacent land uses and adjacent Future Land Use designations.

Policy 01.16.07
Public plazas, urban open space or green space/pocket park uses that are accessible to the public must be provided as an integrated component within a Transit Oriented Corridor.

Policy 01.16.08
Areas designated as Transit Oriented Corridors must include design features that promote and enhance pedestrian mobility, including connectivity to transit stops and stations, based on the following characteristics which are detailed further in the City's TOC Zoning District regulations:

A. Integrated transit stop with shelter, or station (within the TOC area).
B. Wide (the minimum shall be consistent with ADA requirements) pedestrian and bicycle paths that minimize conflicts with motorized traffic and are adequately landscaped, shaded and provide opportunities for shelter from the elements.
C. Buildings should front the street (zero or minimal setbacks are encouraged).
D. Vehicle parking strategies that encourage and support transit usage (such as parking that does not front the street, shared parking, parking structures, and/or reduced parking ratios).
E. Streets (internal and adjacent to the TOC) should be designed to discourage isolation and provide connectivity (such as streets in the grid pattern).

Policy 01.16.09
Development within the TOC land use designation must include internal pedestrian and transit amenities to serve the residents and employees within the area (such as seating on benches or planter ledges, shade, light fixtures, trash receptacles, information kiosks, bicycle parking) and other amenities that can be incorporated into adjacent publicly accessible areas and plazas (such as clocks, fountains, sculpture, drinking fountains, banners, flags and food and refreshment vendor areas.)

Policy 01.16.10
Applications seeking a Transit Oriented Corridor land use designation will demonstrate consistency with the design elements described above and with the implementation strategies in the City's TOC zoning ordinance to ensure the proposal accomplishes the design objectives of the TOC.

– Review Process Considerations

Policy 01.16.11
The transportation impact analysis for a proposed Transit Oriented Corridor designation shall be reviewed and approved by Broward County as part of the County's Land Use Plan amendment process and shall consider the modal shift provided through the provision of transit and the transit oriented design. In addition, the transportation impact analysis shall consider the effects of internal capture as applicable to transit oriented mixed use projects.

Policy 01.16.12
In consideration of non-residential land uses in areas proposed for designation as a Transit Oriented Corridor, the impact analysis for the designation may be based on the amount of non-residential development which could be permitted as per the intensity standards rather than the alternative 10,000 square feet per gross acre utilized for non-residential impact analysis.

Policy 01.16.13
An interlocal agreement between the City and Broward County must be executed no later than six months from the effective date of the adoption of a Transit Oriented Corridor which provides that monitoring of development activity and enforcement of permitted land use densities and intensities shall be the responsibility of the City.

Objective 01.17.00 – Transit Oriented Development (TOD) Activity Center

Encourage mixed use development in areas served by regional transit stations, such as Tri-Rail stations, major transit hubs, and neighborhood and regional transit centers as designated in the Pompano Beach Comprehensive Plan Transportation Element; the Broward County Mass Transit Master Plan; Broward County Metropolitan Planning Organization's (MPO) Long Range Transportation Plan; and the Broward County Transit Development Plan, through the establishment of a Transit Oriented Development (TOD) land use category.

The TOD land use category must incorporate design criteria to provide pedestrian connectivity to regional transit stations to and from development that is mixed use with a "sense of place" and is transit supportive.

– Land Use Criteria

Policy 01.17.01
Residential use is required as a principal component within a Transit Oriented Development.

Policy 01.17.02
Maximum Residential Density may vary in the Transit Oriented Development and must be described in the permitted uses section of the Pompano Beach Future Land Use Element. Residential densities will be specified as a maximum number of permitted units (e.g. pool of units like in the "Local Activity Center" (LAC) and "Regional Activity Center" (RAC) designations).

Policy 01.17.03
At least two non-residential uses must be permitted in the designated area as principal uses: e.g. retail, office, restaurants and personal services, hotel/motel, light industrial (including "live work" buildings), research business, civic and institutional. The application for a TOD land use designation will include a purpose statement for the nonresidential uses based on the scale and identity for the TOD district.

Policy 01.17.04
Additional or expanded, stand-alone automobile oriented uses such as: large surface parking lots, gas stations/auto repair/car washes; auto dealers; self/equipment storage; "big box"/warehouse; single-family detached dwelling units; carwashes; and drive-through facilities are discouraged and may be prohibited or limited, unless designed in a manner to encourage pedestrian and transit usage.

Policy 01.17.05
Applications for a TOD land use designation will include a volumetric plan which shows building height transitions, the building volumes necessary to fit the requested entitlements on the subject property, and reflect the design standards in the City's land development code, to ensure the mixed use development is compatible with adjacent land uses and adjacent Future Land Use designations.

– Design Guideline Principles

Policy 01.17.06
Transit Oriented Development must include design features that promote and enhance pedestrian mobility, including connectivity to regional transit stations, based on the following characteristics which are detailed further in the City's TOD Zoning District Regulations:

A. Integrated transit stop with shelter, or station (within the TOD area).
B. Public plazas, urban open space or green space/pocket park uses that are accessible to the public must be provided as an integrated component within a Transit Oriented Development.
C. Wide (the minimum shall be consistent with ADA Requirements) pedestrian and bicycle paths that minimize conflicts with motorized traffic and are adequately landscaped, shaded and provide opportunities for shelter from the elements.
D. Buildings should front the street (zero or minimal setbacks are encouraged).
E. Vehicle parking strategies that encourage and support transit usage (such as parking that does not front the street, shared parking, parking structures, and/or reduced parking ratios).
F. Streets (internal and adjacent to the TOD) should be designed to discourage isolation and provide connectivity (such as streets in the grid pattern).

Policy 01.17.07
Internal pedestrian and transit amenities are required to serve the residents and employees within the Transit Oriented Development (such as seating on benches or planter ledges, shade, light fixtures, trash receptacles, information kiosks, bicycle parking) or other amenities that could be incorporated into adjacent publicly accessible areas and plazas (such as clocks, fountains, sculpture, drinking fountains, banners, flags and food and refreshment vendor areas).

Policy 01.17.08
Applications seeking a Transit Oriented Development land use designation will demonstrate consistency with the design elements described above and with the implementation strategies in the City's TOC zoning ordinance to ensure the proposal accomplishes the design objectives of the TOD.

– Review Process Considerations

Policy 01.17.09
The transportation impact analysis for a proposed Transit Oriented Development designation shall consider the modal shift provided through the provision of transit and the transit oriented design. In addition, the transportation impact analysis shall consider the effects of internal capture as applicable to transit oriented mixed use projects.

Policy 01.17.10
In consideration of nonresidential land uses in areas proposed for designation as a Transit Oriented Development, the impact analysis for the designation may be based on the amount of non-residential development which could be permitted based on the proposed intensity, rather than the alternative 10,000 square feet per gross acre standard utilized for nonresidential impact analysis.

Policy 01.17.11
An interlocal agreement between the City and Broward County must be executed no later than six months from the effective date of the adoption of a Transit Oriented Development which provides that monitoring of development activity and enforcement of permitted land use densities and intensities shall be the responsibility of the affected municipality.

Objective 01.18.00 – Mixed Use Residential (MUR) Activity Center

Promote mixed use land development patterns which combine residential and nonresidential uses to achieve an attractive, well integrated, and pedestrian and transit friendly environment through the establishment of a residential mixed land use category.

Policy 01.18.01
The mixed use residential activity center designation allows a combination of residential, commercial, employment-based and other appropriate uses as described in the permitted uses section of the Future Land Use Element. The application for a MUR land use designation will include a purpose statement for the nonresidential uses based on the scale and identity for the mixed use activity center district.

Policy 01.18.02
Mixed Use Residential designations shall be described as a pool of uses including the number of residential units and the total square footage of nonresidential development.

Policy 01.18.03
The Mixed Use Residential designation shall promote an urban form which creates well integrated land use combinations, balances intensity and density, and promotes the safe, interconnectivity of vehicular, pedestrian and other nonmotorized movement while integrating the public realm, through open space, urban public plazas and/or recreational areas.

Policy 01.18.04
Applications for the Mixed Use Residential designation shall include a volumetric plan which show building height transitions, the building volumes necessary to fit the requested entitlements on the subject property and reflect the design standards in the City's land development code, to ensure the mixed use development is compatible with adjacent land uses and adjacent Future Land Use designations.

Objective 01.19.00 – Activity Centers

The City shall adopt the flexibility offered through Broward Next to allow additional development rights in an activity center land use category, limited to the TOC, RAC, LAC, and TOD activity center districts, without a Broward County Land Use Plan amendment.

Policy 1.19.10
Permitted residential densities and hotel rooms within areas designated "Activity Center" on the Broward County Land Use Plan (except for any "Activity Center" located east of the Intracoastal Waterway) and TOC, RAC, LAC or TOD on the City's Land Use Plan Map may be increased by 20% or 500 dwelling units and/or hotel rooms, whichever is less, no earlier than every five (5) years via a local land use plan amendment and recertification by the Broward County Planning Council, and/or permitted non-residential intensities within areas designated "Activity Center" on the Broward County Land Use Plan and TOC, RAC, LAC or TOD on the City's Land Use Plan Map may be increased by 20% or 200,000 square feet, whichever is less, every five (5) years via a local land use plan amendment and recertification by the Broward County Planning Council, subject to the following:

A. No more than 10% of permitted residential units and/or non-residential intensities proposed for increase are available for allocation at the time the local land use plan amendment is heard by the P&Z board.
B. "Every five (5) years" means starting from the date the 2017 Broward County Land Use Plan is effective for "Activity Centers" included in that Plan, or when a new or revised "Activity Center" is adopted by the County Commission and is effective.
C. An application for a Broward County Land Use Plan amendment may be submitted at any time for "Activity Center" proposals which would exceed the above referenced residential and non-residential density/intensity increases.
D. The local land use plan shall include policies addressing the affordable/workforce housing needs of "Activity Centers."
E. The local land use plan shall demonstrate sufficient capacity for public facilities and services, including coordination with public schools.

Objective 01.20.00 – Broward County Planning Council Recertification

The City will continue to maintain a Land Use Plan certified by Broward County as implemented by the procedures in the Administrative Rules Document: Broward County Land Use Plan by incorporating the relevant Objectives and Policies of the Broward County Land Use Plan into the City's Land Use Element to facilitate Certification of the City's Comprehensive Plan.

Policy 01.20.01
The Future Land Use Element includes by reference the following other Comprehensive Plan Objectives and Policies: Transportation (02.02.02, 02.02.04, 02.02.05, 02.02.06, 02.04.04); Housing (03.01.00, 03.01.04); Coastal Zone Management (11.01.00, 11.01.03, 11.01.07, 11.03.01, 11.04.02); Conservation (10.01.00, 10.01.01, 10.02.01, 10.04.00); Potable Water (07A.05.05); Solid Waste (09.01.04); PSFE (Objective 05A.02.00, 05A.03.01, 05B.01.05); Plan Implementation Requirements 3.02.A.9.a, 3.02.B.8)

Policy 01.20.02
The City's land use plan amendments will successfully complete the Chapter 163, F.S. local comprehensive plan amendment review process prior to their recertification by the Broward County Planning Council.

Objective 01.21.00 – Conservation Use

Designate Conservation areas on the City of Pompano Beach Future Land Use Map for natural areas and other lands such as sanctuaries, preserves, archeological sites or historic sites, open spaces, ecological communities and/or designated wildlife management areas that warrant additional protections provided by a Conservation designation.

Policy 01.21.01
Promote the acquisition, retention and management of unique natural, historic and archaeological areas in order to preserve their environmental, recreational, historical, educational and other public benefits.

Policy 01.21.02
Permit within designated conservation areas only those uses which are identified in the Conservation Permitted Uses subsection of the Plan Implementation Requirements section of this comprehensive plan.

Objective 01.22.00 – Equitable Neighborhoods

Ensure equitable outcomes result from public and private investment in all Pompano Beach neighborhoods.

Policy 01.22.01
Adopt the "One Pompano" theme though the creation, adoption and implementation of standard Complete Street sections based on right-of-way availability and purpose so all streets have consistently connected sidewalks, appropriate lighting, street trees and sheltered transit stops.

Policy 01.22.02
All neighborhoods should be equally protected from crime, trash accumulation, speeding traffic, and have equal access to transportation options, parks and open spaces, clean drinking and surface water, sanitary sewer collection and treatment, healthy food, quality schools, and employment opportunities.

Policy 01.22.03
All neighborhoods should have accurate and consistent planning in regard to the Future Land Use and Zoning Map designations and be adequately served by well-planned urban infrastructure.

Policy 01.22.04
The City will seek opportunities in all neighborhoods to increase resiliency by incentivizing the retrofitting of existing homes and nonresidential buildings for impact windows and doors, insulated roofs, solar panels to reduce fossil fuel use; installation of gutters and rain barrels to collect roof runoff and allow for its use when needed to mitigate dry periods; enhance on-site stormwater storage areas to reduce flooding; enhance tree canopy to attenuate carbon in the atmosphere, reduce heat island effects, enhance air quality, utilize available ground water and provide shade and beautification.

Policy 01.22.05
The City will work with the community to identify "food deserts" within neighborhoods and encourage quality food stores that meet the needs of the community to locate on appropriate sites in proximity to a majority of the area's residents.

Policy 01.22.06
The City will seek opportunities to support the public school system and attract educational facilities such as charter schools and institutions for higher education to supplement the educational offerings so that all neighborhoods have access to quality education.

Objective 01.23.00 – Economic Development

Expand the economic based by attracting Class A office space and higher education institutional uses, continuing to support the industrial and manufacturing sectors while protecting tourism as well as the quality of life and delivery of services to local residents.

Policy 01.23.01
To create balanced communities, encourage the expansion of neighborhood-serving retail and office uses in areas dominated by the industrial, and manufacturing sectors if appropriate to better serve the local community.

Policy 01.23.02
Activities intended to diversify the economy should not adversely impact the quality of life of the City's permanent, seasonal and tourist populations.

Policy 01.23.03
Address the integration of tourism into any cultural, historical, archaeological, and park and recreation plans.

Policy 01.23.04
Consider the effects of land use and zoning decisions on the marine industry and consider developing incentives to retain marine-related uses.

Policy 01.23.05
Discourage rezonings that permit additional self-storage and warehouse uses along the City's gateway corridors which include Atlantic Boulevard, Dr. Martin Luther King, Jr. Boulevard and NW 31st Avenue.

Land Use Plan Implementation Requirements

Section 1. Definitions

"Accessory use" shall mean a use naturally and customarily incidental, subservient or subordinate to the principal use.

"Accommodations" means any apartment, condominium or cooperative unit, cabin, lodge, hotel or motel room, campground, or other private or commercial structure which is situated on real property and designed for occupancy or use by one or more individuals.

“Adaption Action Areas” means a designation in the coastal management element of a local government’s comprehensive plan which identifies one or more areas that experience coastal flooding due to extreme high tides and storm surge, and that are vulnerable to the related impacts of rising sea levels for the purpose of prioritizing funding for infrastructure needs and adaptation planning.

"Administration Commission" means the Governor and the Cabinet of the State of Florida.

"Administrative Rules Document" means a publication containing rules, guidelines, procedures, and methodologies reviewed, revised, adopted and amended by the Broward County Planning Council and Board of County Commissioners for the purpose of providing assistance and guidance to local governmental entities and providing direction to Council staff in implementing the Broward County Land Use Plan.

"Affected Persons" includes the affected local government; persons owning property, residing, or owning or operating a business within the boundaries of the local government whose plan is the subject of the review; and adjoining local governments that can demonstrate that adoption of the plan as proposed would produce substantial impacts on the increased need for publicly funded infrastructure or substantial impacts on areas designated for protection or special treatment within their jurisdictions. Each person, other than an adjoining local government, in order to qualify under this definition, shall also have submitted oral or written objections during the local government review and adoption proceedings.

"Affordable Housing" means housing for which monthly rents or monthly mortgage payments (including taxes and insurance) do not exceed 30 percent of an amount representing the percentage (very low = 50%; low = 80%; moderate = 120%) of the median income limits adjusted for family size for the households.

"Agricultural Uses" means activities within land areas which are predominantly used for the cultivation of crops and livestock including: cropland; pastureland; orchards; vineyards; nurseries; ornamental horticulture areas; groves; confined feeding operations; specialty farms; and silviculture areas.

"Airport Clear Zone" means a designated area of land which is subject to peak aircraft noise and on which there is the highest potential of danger from airport operations.

"Airport Facility" means any area of land or water improved, maintained or operated by a governmental agency for the landing and takeoff of aircraft, or privately owned paved runways of 4,000 or more feet in length, and any appurtenant area which is used for airport buildings, or other airport facilities or rights-of-way.

"Airport Obstruction" means any structure, object of natural growth, existing condition or use of land which obstructs the airspace required for the flight of aircraft in landing or taking off at an airport or which otherwise increases the risk of danger to aircraft operations.

"Alley" means a right-of-way providing a secondary means of access and service to abutting property.

"Amendment" means any change to an adopted comprehensive plan, except corrections, updates and modifications of the capital improvements element concerning costs, revenue services, acceptance of facilities or facility construction dates consistent with the plan as provided in Subsection 163.3177(3)(b), Florida Statues, and corrections, updates or modifications of current costs in other elements, as provided in Section 163.3187(2) Florida Statues.

"Annexation" means the adding of real property to the boundaries of an incorporated municipality, such addition making such real property in every way a part of the municipality.

"Aquatic Vegetation" means a plant characteristically growing wholly or partly submerged in water.

"Area or Area of Jurisdiction" means the total area of Broward County including all of the lands lying within the limits of an incorporated municipality, and the unincorporated lands within the county.

"Areas Subject to Coastal Flooding" see "hurricane vulnerability zone".

"Arterial Road" means a roadway providing service which is relatively continuous and of relatively high traffic volume, long trip length, and high operating speed. In addition, every United States numbered highway is an arterial road.

"Auto-Oriented Use"– auto-oriented uses include, but are not limited to, large surface parking lots (other than park and ride facilities for transit connections), gas stations, auto repair/service, car washes, auto/truck/trailer/boat sales, auto/truck/trailer/boat storage, auto/truck/trailer/boat rentals/leasing, self/equipment storage; "big box"/warehouse, single family detached dwelling units; drive-through or drive-in facilities and similar uses that, by their nature, are built with special accommodations for service directly to the automobile or the occupants of automobiles and require the extensive use of automobiles as part of their primary function.

"Beach" means the zone of unconsolidated material that extends landward from the mean low water line to the place where there is marked change in material or physiographic form, or to line of permanent vegetation, usually the effective limit of storm waves.

"Beach", as used in the coastal management element requirements, is limited to oceanic and estuarine shorelines.

"Bicycle and Pedestrian Ways" means any road, path or way which is open to bicycle travel and traffic afoot and from which motor vehicles are excluded.

"Broward County Coastal Area" means the land and water eastward of U.S. Highway 1 to the Atlantic Ocean.

"Broward County Coastal High Hazard Area" means the land and water eastward of the Atlantic Intracoastal Waterway to the Atlantic Ocean including any coastal protection structures.

"Broward County Land Use Plan" means the future land use plan element for all of Broward County adopted by the Broward County Commission in conformance with the requirements of the Broward County Charter

"Broward County Trafficways Plan" means the plan promulgated by the Broward County Planning Council pursuant to Chapter 59-1154, Laws of Florida, as amended, and the Broward County Charter, which depicts a network of roads for Broward County (also known as the Broward County Planning Council Trafficways Plan).

"Building" means any structure having a roof and used or built for the shelter or enclosure of persons, animals, chattels, or property of any kind.

"Building Permit" means:

1. Any permit for the erection or construction of a new building required by Section 301.1 of the Florida Building Code, as amended.
2. Any permit for an addition to an existing building which would:
    a. create one or more dwelling units, or
    b. involve a change in the occupancy of a building as described in Section 104.7 of the Florida Building Code, as amended.
3. Any permit which would be required for the nonresidential operations included in Section 301.1(a) of the Florida Building Code, as amended.

"Capital Budget" means the portion of the City's government's budget which reflects capital improvements scheduled for a fiscal year.

"Capital Improvement" means physical assets constructed or purchased to provide, improve or replace a public facility and which are large scale and high in cost. The cost of a capital improvement is generally nonrecurring and may require multi-year financing. For the purpose of this rule, physical assets which have been identified as existing or projected needs in the individual comprehensive plan elements shall be considered capital improvements.

"Certified Land Use Plan" means the City of Pompano Beach land use plan which has been certified by the Broward County Planning Council as being in substantial conformity with the Broward County Land Use Plan and which has been adopted by the City in conformance with the applicable requirements of Chapter 163. F.S.

"Climate Change" means a change in global or regional climate patterns, in particular a change apparent from the mid to late 20th century onwards and attributed largely to the increased levels of atmospheric carbon dioxide produced by the use of fossil fuels.

"Coastal Construction Control Line" means the line established by the Florida Department of Natural Resources after a determination, through comprehensive engineering study and topographic survey, that the establishment of such control line is necessary for the protection of upland properties and the control of beach erosion, pursuant to Section 161.053, Florida Statutes.

"Collector Road" means a roadway providing service which is of relatively moderate traffic volume, moderate trip length, and moderate operating speed. Collector roads collect and distribute traffic between local roads or arterial roads.

"Commercial Uses" means activities within land areas which are predominantly connected with the sale, rental and distribution of products, or performance of services.

"Community Cultural Facility" means a facility that is readily accessible to all segments of the community for cultural activities (performing, visual and literary arts). The center should include classroom and workshop space, exhibit and performance space and cultural programming by professional artists for all age groups.

"Community Park" means acreage listed in the "Community and Regional Parks" subsection of the Plan Implementation Requirements Section of the Broward County Land Use Plan that is utilized by local government entities to meet the community parks requirement of the Broward County Land Use Plan.

"Community Shopping Center" means a shopping center which typically ranges from approximately 100,000 to 300,000 square feet of gross leasable area and is generally built around a junior department store or variety store and supermarket as the major tenants. Community shopping centers typically range in area from approximately 10 acres to 30 acres and serve trade areas ranging from roughly 40,000 people to 150,000 people.

"Complete Street" means a street where the entire right-of-way is planned, designed, and operated for all modes of transportation and all users regardless of age or ability. Pedestrians, bicyclists, transit riders, and motorists of all ages and abilities must be able to safely move along and across a Complete Street. Complete Streets make it easy to cross the street, walk to shops, catch the bus, bike to work, and enjoy many other healthy activities.

"Comprehensive Plan" means a plan that meets the requirements of ss 163.3177 and 163.3178, Florida Statutes.

"Concurrency" means public facilities and services needed to support development shall be available consistent with concurrency requirements as per Section 163.3180 Florida Statutes.

"Concurrency Management System" means the provisions in the local government comprehensive plan including implementation regulations, encompassing the restrictions, methods, resources, timing and solutions intended to be compatible with and further compliance with the statutory requirement to provide public facilities and services needed to support development consistent with concurrency requirements and Section 163.3180 Florida Statutes.

"Cone of Influence" (Zone of Influence) means an area around one or more major waterwells the boundary of which is determined by the government agency having specific statutory authority to make such a determination based on ground water travel or drawdown depth.

"Conservation Uses" means activities within land areas designated for the purpose of conserving or protecting natural resources or environmental quality and includes areas designated for such purposes as flood control, protection of quality or quantity of groundwater or surface water, floodplain management, fisheries management, or protection of vegetative communities or wildlife habitats.

"Context Sensitive Roadways" means roadways that are planned and developed with improvements that are considerate of the character and environment of the corridor and the surrounding neighborhood, are responsive to multiple transportation modes, and maintain safety and mobility.

"Contiguous" means in close proximity, touching or adjacent.

"Contraction" means the reversion of real property within municipality boundaries to an unincorporated status.

"County Commission" means the Board of County Commissioners of Broward County, Florida.

"County Land Planning Agency" means the agency designated to prepare the comprehensive plan for the County or in case of Chartered Counties, the agency which has the planning responsibility between the County and the municipalities as stipulated in the Charter.

"County Land Use Plan" means the effective Broward County Land Use Plan adopted by the County Commission.

"Dashed-Line Area" means an area on the Pompano Beach Future Land Use Plan Map bordered by a dashed line and designated as having a particular maximum overall density of dwelling units for all land and land uses within the area, and/or a particular total number of dwelling units permitted within the area.

"Designated Redevelopment Area" are those areas identified by the City of Pompano Beach which are included in a community redevelopment plan pursuant to Chapter 163, Part III, F.S.. These areas are identified pursuant to criteria setforth in the Broward County Land Use Element Plan Implementation Requirements section.

"Developer" means any person, including a governmental agency, undertaking development.

"Development" means:

1. The carrying out of any building activity or mining operation, the making of any material change in the use of appearance of any structure or land, or the dividing of land into two or more parcels.
2. The following activities or uses shall be taken for the purposes of this section to involve "development," as defined in this section:
    a. A reconstruction, alteration of the size or material change in the external appearance of a structure or land.
    b. A change in the intensity of use of land, such as an increase in the number of dwelling units in a structure or on land or a material increase in the number of businesses, manufacturing establishments, offices, or dwelling units in a structure or on land.
    c. Alteration of a shore or bank of a seacoast, river, stream, lake, pond, or canal, including any "coastal construction" as defined in ss.161.021.
    d. Commencement of drilling, except to obtain soil samples, mining, or excavation on a parcel of

land.
   e. Demolition of a structure.
   f. Clearing of land as an adjunct of construction.
   g. Deposit of refuse, solid or liquid waste, or fill on a parcel of land.

3. The following operations or uses shall not be taken for the purpose of this section to involve "development" as defined herein:
   a. Work by a highway or road agency or railroad company for the maintenance or improvement of a road or railroad tract, if the work is carried out on land within the boundaries or the right-of-way.
   b. Work by any utility and other persons engaged in the distribution or transmission of gas or water, for the purposes of inspecting, repairing, renewing, or constructing on established rights-of-way any sewers, mains, pipes, cables, utility tunnels, power lines, towers, poles, tracks, or the like.
   c. Work for the maintenance, renewal, improvement, or alteration of any structure, if the work affects only the interior or the color of the structure or the decoration of the exterior of the structure.
   d. The use of any structure or land devoted to dwelling uses or any purpose customarily incidental to enjoyment of the dwelling.
   e. The use of any land for the purpose of growing plants, crops, trees, and other agricultural or forestry products; raising livestock; or for other agricultural purposes.
   f. A change in use of land or structure from a use within a class specified in an ordinance or rule to another use in the same class.
   g. A change in the ownership or form of ownership of any parcel or structure.
   h. The creation or termination of rights of access, reparian rights, easements, covenants concerning development of land, or other rights in land.

4. "Development," as designated in an ordinance, rule, or development rule includes all other development customarily associated with it unless otherwise specified. When appropriate to the context, "development" refers to the act of developing and the resulting development. Reference to any specific operation is not intended to mean that the operation or activity, when part of other operations or activities, is not development. Reference to particular operations is not intended to limit the generality of subsection (1).

"Development Order" means any order granting, denying, or granting with conditions an application for a development permit.

"Development Permit" includes any building permit, zoning permit, plat approval, or rezoning, certification, variance, or other action having the effect of permitting development.

“Disaster” means a sudden event, such as an accident or a natural catastrophe that causes great damage or loss of life.

"Downtown Development Authority" means a local governmental agency established under part III of Chapter 163 or created with similar powers and responsibilities by special act for the purpose of planning, coordinating, and assisting in the implementation, revitalization, and redevelopment of a specific downtown area of a city.

"Downtown Revitalization" means the physical and economic renewal of a central business district of a community as designated by local government, and includes both downtown development and redevelopment.

"Drainage Basin" means the area defined by topographic boundaries which contributes stormwater to a drainage system, estuarine waters, or oceanic waters, including all areas artificially added to the basin.

"Drainage Facilities" means a system of man-made structures designed to collect, convey, hold, divert or discharge stormwater, and includes stormwater sewers, canals, detention structures, and retention structures.

"Dune" means a mound or ridge of loose sediments, usually sand-sized sediments, lying landward of the beach and extending inland to the landward toe of the dune which intercepts the 100-year storm surge.

"Dwelling Unit" means a house, apartment, or condominium unit, trailer, group of rooms, or a single room intended for occupancy as separate living quarters with direct access from the outside of the building or through a common hall and with complete kitchen facilities for the exclusive use of the occupants, including the rental units contained in a multi-unit structure or complex which are licensed by the State Department of Business Regulation, Division of Hotels and Restaurants, as "apartments", "rental condominiums" and "retirement housing" or live-aboard vessels located in multi-family “residential” designated areas which are required to hookup to marine sanitation systems.

"Easement" means any land for public or private utilities, drainage, sanitation, or other specified uses having limitations, the title to which shall remain in the name of the property owner, subject to the right of use designated in the reservation of the servitude.

"Ecological Community" means a distinctive combination of two or more ecologically related species, living together and interacting with each other in a characteristic natural habitat.

"Educational Uses" means activities and facilities of public or private primary or secondary schools, vocational and technical schools, and colleges and universities licensed by the Florida Department of Education, including the areas of buildings, campus open space, dormitories, recreational facilities or parking.

“Electrical Power Plant” means an electrical generating facility where electricity is produced for the purpose of supplying twenty-five mega watts (MW) or more to utility power systems.

“Enhancement” shall mean the alteration of an existing wetland to increase the fundamental value.

"Environmentally Sensitive Land" means those areas containing Natural Resources, as depicted in the Natural Resource Map Series of the Broward County Land use Plan, which have been determined to be environmentally sensitive by the Broward County Board of County Commissioners. The criteria for designation of Environmentally Sensitive Land are contained within the Plan Implementation section of the Broward County Land Use Plan.

"Estuary" means a semi-enclosed, naturally existing coastal body of water in which saltwater is naturally diluted by freshwater and which has an open connection with oceanic waters. "Estuaries" include bays, embayments, lagoons, sounds and tidal streams.

"Evacuation Routes" means routes designated by county emergency management authorities or the regional evacuation plan, for the movement of persons to safety, in the event of a hurricane.

"Existing Urban Service Area" means built-up areas where public facilities and services such as sewage treatment systems, roads, schools, and recreation areas are already in place.

“Fabrication and Assembly” means the manufacturing from standardized parts of a distinct object differing from the individual components involving materials with form and substance (as opposed to liquid or gas), with a physical, as opposed to chemical, mating or joining of the individual parts.

"Flexibility Zone" corresponds to the municipal boundaries upon the adoption of BrowardNext.

"Floodplains" means areas inundated during an identified flood event as identified by the National Flood Insurance Program Flood Insurance Rate Maps (FIRM).

“Floor Area” generally means the total square footage of all floors measured to the outside surface of the building or portion of the building. This may include hallways, stairways, elevators, storage and mechanical rooms whether internal or external to the structure. Floor area may also be limited to what is considered leasable space. The specific definitions are determined by local government development regulations.

“Floor Area Ratio (FAR)” means the square footage of the floor area of a building divided by square footage of the lot (net site area) on which the building is located.

"Freshwater Marsh" means a wetland having more than 25 percent vegetative cover by terrestrial herbs but 40 percent or less cover by woody plants, occasionally or regularly flooded by fresh water (e.g., sawgrass).

"Freshwater Swamp" means a wetland having more than 40 percent cover by woody plans and that is occasionally or regularly flooded by freshwater (e.g., cypress swamp).

"Future Broward County Land Use Plan Map (Series)" means the series of maps adopted by the Broward County Board of County Commissioners as part of the Broward County Land Use Plan.

"Goal" means the long term end toward which programs and activities are ultimately directed.

"Governing Body" means the City Commission of City Pompano Beach, Florida.

"Governmental Agency" means:

1. The United States or any department, commission, agency, or other instrumentality thereof;
2. The State of Florida or any department, commission, agency, or other instrumentality thereof;
3. Any local government, or any department, commission, agency, or other instrumentality thereof;
4. Any school board or other special district, authority, or other governmental entity.

"Gross Acre" means the total number of acres within a parcel of land generally to the centerline of adjacent streets, roadways, alleys, canals and waterways (exclusive of expressways and the primary drainage system).

"Gross Density" means the number of dwelling units constructed or proposed to be constructed within a parcel of land, divided by the gross acreage of the parcel of land. In determining the gross acreage of the parcel, the area encompassed by an extension of the parcel's boundaries to the centerline of adjacent public right-of-ways such as streets, roadways, alleys, canals and waterways (exclusive of expressways and the primary drainage system) can be added to the parcel area.

"Group Home" means a licensed facility which provides a living environment for unrelated residents who operate as the functional equivalent of a family, including such supervision and care as may be necessary to meet the physical, emotional and social needs of the residents. Adult Congregate Living Facilities comparable in size to group homes are included in this definition. It shall not include rooming or boarding homes, clubs, fraternities, sororities, monasteries or convents, hotels, residential treatment facilities, nursing homes, or emergency shelters.

“Hammock” means a dense growth of broad-leaved trees on a slight elevation, not considered wet enough to be a swamp.

“Hardwood” means a broad-leaved angiosperm (flowering plant) tree having wood characterized by the presence of specialized cells called vessels.

“Hazardous Liquid Pipeline” means a pipeline, a right-of-way, or a facility, used or intended to be used in transporting petroleum or petroleum products.

"Hazardous Waste" means solid waste, or combination of solid wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated or otherwise managed.

"Historic Resources" means all areas, districts or sites containing properties listed on the Florida Master Site File, the National Register of Historic Places, or designated by a local government as historically, architecturally, or archaeologically significant.

"Hurricane Shelter" means a structure designated by County officials as a place of safe refuge during a storm or hurricane.

"Hurricane Vulnerability Zone" (also "areas subject to coastal flooding") means the areas delineated by the regional or local hurricane evacuation plan as requiring evacuation in the event of any category hurricane threat.

"Improvements" may include, but are not limited to street pavement, curbs and gutters, sidewalks, alley pavement, walkway pavement, water mains, sanitary sewers, storm sewers or drains, street names, signs, landscaping, permanent reference monuments, permanent control points, or any other improvement required by a governing body.

"Industrial Uses" means the activities within land areas predominantly connected with manufacturing, assembly, processing, or storage of products or materials.

"Infrastructure" means those man-made structures which serve the common needs of the population, such as; sewage disposal systems; potable water systems; potable water wells serving a centralized system; solid waste disposal sites or transfer areas; stormwater systems; utilities; piers; docks; wharves; breakwaters; bulkheads; seawalls; bullwarks; revetments; causeways; marinas; navigation channels; bridges; and roadways.

“Lake” means a large retention area that always contains water or a natural depression fed by one or more streams and from which a stream may flow; occurs due to widening or natural blockage of a river or stream or occurs in an isolated natural depression that is not part of a surface river or stream; usually too deep to permit the growth of rooted plants from shore to shore.

"Land" means the earth, water, and air, above, below, or on the surface, and includes any improvements or structures customarily regarded as land.

"Land Development Code" means various types of regulations relating to development within the City when combined in a single document.

"Land Development Regulation" means ordinances enacted by governing bodies for the regulation of any aspect of development and includes any local government zoning, rezoning, subdivision, building construction, or sign regulations or any other regulations controlling the development of land.

"Land Use" means the development that has occurred on the land, the development that is proposed by a developer on the land, or the use that is permitted or permissible on the land under an adopted comprehensive plan land use map or element or portion thereof, land development regulations, or a land development code, as the context may indicate.

"Land Use Plan" means the Future Land Use Element and Map for the City of Pompano Beach, Florida, adopted as the Future Land Use Element in accordance with Sections 163.3161 - 163.3211, Florida Statutes, and certified by the Broward County Planning Council as being in substantial conformity with the Broward County Land Use Plan pursuant to Article VI of the Broward County Charter.

"Level of Service" means an indicator of the extent or degree of service provided by, or proposed to be provided by a facility based on and related to the operational characteristics of the facility. “Light Manufacturing” means a use engaged in the manufacture, predominantly from previously prepared materials, of finished products or parts, including processing, fabrication, assembly, treatment, packaging, incidental storage, sales, and distribution of such products, but excluding basic industrial processing.

"Limited Access Facility" means a roadway especially designed for through traffic, and over, from, or to which owners or occupants of abutting land or other persons have no greater than a limited right or easement of access.

"Littoral" means that portion of a body of water extending from shoreline toward the middle of the water to the limit of occupancy by rooted plants.

"Live-Aboard Vessel" means any vessel which is a habitable vessel on which habitation is occurring and which is used as a person’s primary legal residence or temporary or seasonal residence even though it is not used solely as a residence but is also used for other purposes. A person’s primary legal residence is a vessel where a person is presently living with the present intention of making it his or her permanent abode. A temporary or seasonal residence means habitation aboard a floating home or a vessel occupied by one (1) or more persons, while the home or vessel is moored or docked. Habitable vessel means a vessel that is equipped with an on-board toilet. The term live- aboard vessel shall not include commercial fishing boats. Nothing within this definition shall be construed to prohibit or regulate the anchorage of non-live-aboard vessels engaged in the exercise of rights of navigation.

"Local Area of Particular Concern" means an area designated on the Natural Resource Map Series of the Broward County Land Use Plan which has been declared to be environmentally sensitive. Those areas are subject to environmental impact report provisions of the Broward County Land Development Code.

"Local Comprehensive Plan" means any or all local comprehensive plans or elements or portions thereof prepared, adopted, or amended pursuant to the applicable sections of Chapter 163 F.S. which may be amended from time-to-time.

"Local Government Entity" means a unit of government or any officially designated public agency or authority of a unit of government with less than statewide jurisdiction, or any officially designated public agency or authority of such a governmental entity. The term includes a county, an incorporated municipality, a consolidated city-county government, a metropolitan planning organization, an expressway or transportation authority, a turnpike project, a regional planning council, or a school board or other special district.

"Local Planning Agency" means the agency designated to prepare the comprehensive plan required by Ch.163, Florida Statutes.

"Local Road" means a roadway providing service which is of relatively low traffic volume, short average trip length or minimal through traffic movements and provides land access for abutting property.

"Lot" includes tract or parcel - means the least fractional part of subdivided lands having limited fixed boundaries and an assigned number, letter, or other name through which it may be identified.

"Lot or Parcel of Record" means a quantity of real property as a single unit described and identified in a deed and/or plat recorded in the public records of a county in the State of Florida.

"Low and Moderate Income Families" means "lower income families" as defined under the Section 8 Assisted Housing Program, or families whose annual income does not exceed 80 percent of the median income for the area. The term "families" includes "households."

"Low-Income Person" means one or more natural persons or a family, not including students, that has a total annual anticipated income for the household that does not exceed 80 percent of the median annual income adjusted for family size for the county.

"Major Trip Generators or Attractors" means concentrated areas of intense land use or activity that produces or attracts a significant number of local trip ends.

"Marine Habitat" means areas where living marine resources naturally occur, such as mangroves, seagrass beds, algae beds, salt marshes, transitional wetlands, marine wetlands, rocky shore communities, hard bottom communities, oyster bars or flats, mud flats, coral reefs, worm reefs, artificial reefs, offshore springs, nearshore mineral deposits, and offshore sand deposits.

"Marine Resources" means living oceanic or estuarine plants or animals, such as mangroves, seagrasses, algae, coral reefs, and living marine habitat; fish, shellfish, crustacea and fisheries; and sea turtles and marine mammals.

"Marine Wetlands" means areas with a water regime determined primarily by tides and the dominant vegetation is salt tolerant plant species including those species listed in Subsection 17-4.02(17), Florida Administrative Code, "Submerged Marine Species."

"Mass Transit" means passenger services provided by public, private or non-profit entities such as the following surface transit modes: commuter rail, rail rapid transit, light rail transit, light guideway transit, express bus, community shuttle bus and local fixed route bus.

"Mean High Water" means the average height of the high waters over a 19-year period. For shorter periods of observation, "mean high water" means the average height of the high waters after corrections are applied to eliminate known variations and to reduce the result to the equivalent of mean 19-year value.

"Mean High Water Line" means the intersection of the tidal plane of mean high water with the shore.

"Mean Low Water" means the average height of the low waters over a 19-year period. For shorter periods of observation, "mean low water" means the average height of low waters after corrections are applied to eliminate known variations and to reduce the result to the equivalent of mean 19-year value.

"Mean Low Water Line" means the intersection of the tidal plane of mean low water with the shore.

"Minerals" means all solid minerals, including clay, gravel, phosphate rock, lime, shells (excluding live shellfish), stone, sand, heavy minerals, and any rare earths, which are contained in the soils or waters of the state.

"Mining" means the removal of minerals from their site, solely for commercial purposes which may include crushing, batching, mixing and forming of mined materials.

"Mobile Home" means a structure, transportable in one or more sections, which, in the traveling mode, is eight body feet or more in width, and which is built on a metal frame and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning and electrical systems contained herein. If fabricated after June 15, 1976, each section bears a U.S. Department of Housing and Urban Development label certifying that it is built in compliance with the federal Manufactured Home Construction and Safety Standards.

"Moderate-Income Person" means one or more natural persons or a family, not including students, that has a total annual anticipated income for the household that does not exceed 120 percent of the median annual income adjusted for family size for households within the county. "Municipality" means any incorporated city, town, or village.

“Native Vegetative Communities” means those areas which contain ecological communities, such as coastal strands, oak hammocks, and cypress swamps, which are classified based on the presence of certain soils, native vegetation and animals.

"Natural Drainage Features" means the naturally occurring features of an area which accommodate the flow of stormwater, such as streams, rivers, lakes and wetlands.

"Natural Reservations" means areas designated for conservation purposes, and operated by contractual agreement with or managed by a federal, state, regional or local government or non-profit agency such as: national parks, state parks, lands purchased under the Save Our Coast, Conservation and Recreation Lands or Save Our Rivers programs, sanctuaries, preserves, monuments, archaeological sites, historic sites, wildlife management areas, national seashores, and Outstanding Florida Waters.

"Natural Resources" means natural vegetation and wildlife habitat as well as existing and planned waterwells and cones of influence; beaches and shores, including estuarine systems; rivers, bays, lakes, floodplains, and harbors; wetlands; minerals and soils.

"Neighborhood Park" means a park which serves the population of a neighborhood and is generally accessible by bicycle or pedestrian ways.

"Neighborhood Shopping Center" means a shopping center typically ranging from 30,000 to 100,000 square feet of gross leasable area for the sale of convenience goods (food, drugs and sundries) and personal services which meet the daily needs of an immediate neighborhood. Neighborhood shopping centers range in area from approximately 3 acres to 10 acres and generally require a minimum market support population ranging from 2,500 to 40,000 people.

“Net Site Area” means the entire acreage of the site located inside the parcel boundary.

"Newspaper of General Circulation" means a newspaper published at least on a weekly basis and printed in the language most commonly spoken in the area within which it circulates, but does not include a newspaper intended primarily for members of a particular professional or occupational group, a newspaper whose primary function is to carry legal notices, or a newspaper that is given away primarily to distribute advertising.

"Nonpoint Source Pollution" means any source of water pollution that is not a point source.

"Objective" means a specific, measurable, intermediate end that is achievable and marks progress towards a goal.

"Ocean Waters" means waters of the Atlantic Ocean, Gulf of Mexico, or Straits of Florida, but does not include bays, lagoons, or harbors.

"Open Space" means undeveloped lands suitable for community gathering, passive recreation or conservation uses.

"Parcel of Land" means any quantity of land capable of being described with such definiteness that its location and boundaries may be established which is designated by its owner or developer as land to be used or developed as a unit or which has been used or developed as a unit.

"Park" means a neighborhood, community, or regional park.

"Person" means an individual, corporation, governmental agency, business trust, estate, trust, partnership, association, two or more persons having a joint or common interest, or any other legal entity.

"Planning Act" means the Community Planning Act, Sections 163.3161 et.seq., Florida Statutes.

"Planning Council" means the Broward County Planning Council.

"Plat" means a map or delineated representation of the subdivision of lands, being a complete exact representation of the subdivision and other information in compliance with the requirement of all applicable sections of this chapter and of any local ordinances, and may include the terms "replat", "amended Plat", or "revised Plat."

"Playground" means a recreation area with play apparatus.

"Point Source Pollution" means any source of water pollution that constitutes a discernible, confined, and discrete conveyance, including but not limited to any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation, or vessel or other floating craft, from which pollutants are or may be discharged. This term does not include return flows from irrigated agriculture.

"Policy" means the way in which programs and activities are conducted to achieve an identified goal.

"Pollution" is the presence in the outdoor atmosphere, ground or water of any substances, contaminants, noise, or manmade or man-induced alteration of the chemical, physical, biological, or radiological integrity of air or water, in quantities or at levels which are or may be potentially harmful or injurious to human health or welfare, animal or plant life, or property, or unreasonably interfere with the enjoyment of life or property.

"Pond" means a small, quiet body of standing water, usually sufficiently shallow to permit the potential growth of rooted plants from shore to shore.

"Port Facility" means harbor or shipping improvements used predominantly for commercial purposes including channels, turning basins, jetties, breakwaters, landings, wharves, docks, markets, structures, buildings, piers, storage facilities, plazas, anchorages, utilities, bridges, tunnels, roads, causeways, and all other property or facilities necessary or useful in connection with commercial shipping.

"Potable Water Facilities" means a system of structures designed to collect, treat, or distribute potable water, and includes water wells, treatment plants, reservoirs, and distribution mains.

"Principal Building" means a building which is occupied by, or devoted to, a principal use or an addition to an existing principal building which is larger than the original existing building. In determining whether a building is of primary importance, the use of the entire parcel shall be considered. There may be more than one principal building on a parcel.

"Principal Use" means the primary or main use of a parcel of land as distinguished from an accessory use. There may be more than one principal or main use on a parcel of land.

"Private Recreation Sites" means sites owned by private, commercial or non-profit entities available to the public for purposes of recreational use.

"Protected Potable Water System" means a community water supply which has been given a consumptive use permit by the South Florida Water Management District and which is protected by the Broward County wellfield protection program.

"Public Access" means the ability of the public to physically reach, enter or use recreation sites including beaches and shores.

"Public Building and Grounds" means structures or lands that are owned, leased, or operated by a government entity, such as civic and community centers, hospitals, libraries, police stations, fire stations, and government administration buildings.

"Public Facilities" means major capital improvements, including, but not limited to, transportation, sanitation, solid waste, drainage, potable water, educational, parks and recreational, and health systems and facilities.

"Public Notice or Due Public Notice" as used in connection with the phrase "public hearing" or "hearing to be held after due public notice" means publication of notice of the time, place, and purpose of such hearing in a newspaper of general circulation in the area not less than 7 days prior to the date of the hearing.

"Public Recreation Sites" means sites owned or leased on a long-term basis by a federal, state, regional or local government agency for purposes of recreational use.

"Public Utility" includes any public or private utility, such as, but not limited to, storm drainage, sanitary sewers, electric power, water service, gas service, or telephone line, whether underground or overhead.

"Recertification" means a local land use plan which has previously been certified by the Broward County Planning Council, but because of amendments, decertification, or amendment to the Broward County Land Use Plan, is no longer in conformity, and must be recertified by the Broward County Planning Council as being in substantial conformity with the Broward County Land Use Plan.

"Recreation" means the pursuit of leisure time activities occurring in an indoor or outdoor setting.

"Recreation Facility" means a component of a recreation site used by the public such as a trail, court, athletic field or swimming pool.

"Recreational Uses" means activities within areas where recreation occurs.

“Recreational Vehicle Park” means a place set aside and offered by a person or public body, for either direct or indirect remuneration of the owners, lessor or operator of such place, for the parking and accommodation of six or more recreational vehicles or tents utilized for sleeping or eating; and the term also includes buildings and sites set aside for group camping and similar recreational facilities.

“Redevelopment Units” means additional permitted dwelling units equal to three percent (3%) of the total number of dwelling units as established by the adoption of the 2017 Broward Next Broward County Land Use Plan.

"Regional Park" means acreage listed in the "Community and Regional Parks" subsection of the Plan Implementation Requirements Section of the Broward County Land Use Plan that is utilized by the Broward County Board of County Commissioners to meet the regional level parks requirement of the Broward County Land Use Plan.

"Regional Planning Agency" means the regional planning council created pursuant to ss. 186.501-186.515 to exercise responsibilities under ss.186.001-186.031 and 186.801- 186.911 in a particular region of the state.

"Regional Roadway Network" means the roads contained within the Broward County Metropolitan Planning Organization's adopted Year 2015 Highway Network, except for those roads functionally classified as city collector roads.

"Regional Shopping Center" means a shopping center which typically ranges from approximately 300,000 square feet to 1,000,000 square feet or more of gross leasable area and provides a full range of shopping goods, general merchandise, apparel, furniture and home furnishings. Such center is usually built around a full-line department store as the major drawing power. Regional shopping centers are approximately 30 acres in size or larger and generally require a minimum market support population in excess of 150,000 people and a trade area extending 10 to 15 miles or more modified by such factors as competitive facilities and travel time over access highways.

"Regulated Plant Index" means the total number of species native to the State of Florida that are listed as commercially exploited plants, endangered plants, and threatened plants.

"Remnant Natural River" means a naturally occurring watercourse or riverine system, or a portion or segment thereof, whose channel has remained unaltered over time as evidenced by historical surveys or other appropriate documentation. Examples of remnant natural rivers in Broward County include portions of the following: South Fork of the Middle River, North Fork of the New River, New River, Tarpon Creek, South Fork of the New River and Whiskey Creek.

"Resident Population" means inhabitants counted in the same manner utilized by the United States Bureau of the Census, in the category of total population. Resident population does not include seasonal population or inmate population.

"Residential Uses" means activities within land areas used predominantly for housing.

"Retail Shopping Area" means a miscellaneous collection of individual stores which stand on separate lot parcels along streets and highways or which are clustered as a concentrated business district, with or without incidental off-street parking (as distinguished from a shopping center).

“Research Laboratory” means an establishment or other facility for carrying on investigation in the natural, physical, or social sciences, which may include engineering and product development.

“Revetment” means a facing of resistant material such as stone or concrete that is built to protect a scarp, embankment, or other shoreline feature against erosion.

"Right-of-Way" means land dedicated, deeded, used, or to be used for a street, alley, walkway, boulevard, drainage facility, access or ingress, or other purpose by the public, certain designated individuals, or governing bodies.

"Roadway Capacity" means the maximum volume of traffic which can be accommodated on a roadway at a given level of service.

"Roadway Functional Classification" means the assignment of roads into categories according to the character of service they provide in relation to the total road network. Basic functional categories include limited access facilities, arterial roads, and collector roads, which may be subcategorized into principal, major or minor levels. Those levels may be further grouped into urban and rural categories.

"Saltwater Marsh" means a wetland having saline (including brackish) soils with 40 percent or less cover by woody plants and 25 percent or more cover by terrestrial herbs that is occasionally or regularly flooded by brackish or saline water (e.g., smooth cordgrass marshes).

"Saltwater Swamp" means a wetland having saline (including brackish) soils with 40 percent or more cover by woody plants and occasionally or regularly flooded by brackish or saline water (e.g., mangrove swamps).

"Sanitary Sewer Facilities" means structures or systems designed for the collection, transmission, treatment, or disposal of sewage and includes trunk mains, interceptors, treatment plants and disposal systems.

"Seasonal Population" means part-time inhabitants who utilize, or may be expected to utilize, public facilities or services, but are not residents. Seasonal population shall include tourists, migrant farmworkers, and other short-term and long-term visitors.

"Septic Tank" means an on-site sewage disposal system, consisting of a watertight receptacle constructed to promote separation of solid and liquid components of wastewater, to provide limited digestion of organic matter, to store solids, and to allow clarified liquid to discharge for further treatment and disposal in a soil absorption system.

"Services" means the program and employees determined necessary by local government to provide adequate operation and maintenance of public facilities and infrastructure as well as those educational, health care, social and other programs necessary to support the programs, public facilities, and infrastructure set out in the local plan or required by local, state, or federal law.

"Shopping Center" means a group of architecturally unified commercial establishments built on a site which is planned, developed, owned, and managed as an operating unit related in its location, size, and type of shops to the trade area that the unit serves. The unit provides on-site parking in definite relationship to the types and total size of the stores.

"Shoreline or Shore" means the interface of land and water and, as used in the coastal management element requirements, is limited to oceanic and estuarine interfaces.

"Solid Waste" means sludge from a waste treatment works, water supply treatment plant, or air pollution control facility or garbage, rubbish, refuse, or other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations.

"Solid Waste Facilities" means structures or systems designed for the collection, processing, or disposal of solid wastes, including hazardous wastes and includes transfer stations, processing plants, recycling plants, and disposal systems.

"Solid Waste Processing Plant" means a facility for incineration, resource recovery, or recycling of solid waste prior to its final disposal.

"State Comprehensive Plan" means the goals and policies contained within the state comprehensive plan, s. 187.201, F.S.

"State Land Planning Agency" means the Department of Economic Opportunity and may be referred to in this part as “DEO”

"Stormwater" means the flow of water which results from a rainfall event. "Stream" means any mass of water with an undirectional flow.

"Street" includes any access way such as a street, road, lane, highway, avenue, boulevard, alley, parkway, viaduct, circle, court, terrace, place, or cul-de-sac, and also includes all of the land lying between the right-of-way lines as delineated on a plat showing such streets, whether improved or unimproved, but shall not include those access ways such as easements and rights-of-way intended solely for limited utility purposes, such as for electric power lines, gas lines, telephone lines, water lines, drainage and sanitary sewers, and easements of ingress and egress.

"Structure" means anything constructed, installed or portable, the use of which requires a location on a parcel of land. It includes a movable structure while it is located on land which can be used for housing, business, commercial, agricultural, or office purposes either temporarily or permanently. "Structure" also includes fences, billboards, swimming pools, poles, pipelines, transmission lines, tracks, and advertising signs.

"Subdivision" means the platting of real property into two or more lots, parcels, tracts, tiers, blocks, sites, units, or any other division of land, and includes establishment of new streets and alleys, additions, and resubdivisions and, when appropriate to the context, relates to the process of subdividing or to the lands or area subdivided.

"Substantial Conformity" refers to the Broward County Charter requirement contained in Article VIII, Section 8.05 D and E that local government future land use plans shall be materially and pertinently compatible with and further the Broward County Land Use Plan in order to be certified or recertified.

"Support Documents" means any surveys, studies, inventory maps, data, inventories, listings or analyses used as bases for or in developing the local comprehensive plan.

"Surface Waters" means lakes or ponds excavated to generate fill material for a development and/or to provide stormwater retention/detention and/or recreational and aesthetic amenities. Other water upon the surface of the earth, contained in bounds created naturally or diffused, including water from natural springs, is defined as "lake," "pond" or "stream."

"Threatened Species" means any species of fish and wildlife naturally occurring in Florida which may not be in immediate danger of extinction, but which exists in such small populations as to become endangered if it is subjected to increased stress as a result of further modification of its environment.

"Tide" means the periodic rising and falling of the waters of the earth that result from the gravitational attraction of the moon and the sun acting upon the rotating earth.

"Time-Share Period" means that period of time when a purchaser of a time-share plan is entitled to the possession and use of the accommodations or facilities, or both, of a time-share plan.

"Time-Share Plan" means any arrangement, plan, scheme, or similar device, other than an exchange program, whether by membership, agreement, tenancy in common, sale, lease, deed, rental agreement, license, or right-to-use agreement or by any other means, whereby a purchaser, in exchange for a consideration, receives ownership rights in or a right to use accommodations or facilities, or both, for a period of time less than a full year during any given year, but not necessarily for consecutive years, and which extends for a period of more than 3 years.

"Time-Share Property" means one or more time-share units subject to the same time- share instrument, together with any other property or rights to property appurtenant to those units.

"Time-Share Unit" means an accommodation of a time-share plan which is divided into time-share periods.

"Tourist Unit" means a house, an apartment, a group of rooms, or a single room occupied or intended for occupancy as a separate living quarter which is licensed, or intended for license as a "hotel" or "motel" by the State Department of Business Regulation, Division of Hotels and Restaurants.

“Urban Agriculture” refers to the practice of cultivating, processing, and distributing food in or around a village, town, or city. Urban agriculture can also involve animal husbandry, aquaculture, agroforestry, urban beekeeping, and horticulture.

"Urban Character" means an area used intensively for residential, urban recreational, commercial, industrial, institutional, or governmental purposes or an area undergoing development for any of these purposes.

“Urban Infill” means the development of vacant parcels in otherwise built-up areas where public facilities such as sewer systems, roads, schools, and recreation areas are already in place.

"Urban Purposes" means that land is used intensively for residential, commercial, industrial, institutional, and governmental purposes, including any parcels of land retained in their natural state or kept free of development as dedicated green space.

"Urban Redevelopment" means the demolition and reconstruction or substantial renovation of existing buildings or infrastructure within urban infill or existing urban service areas.

"Urban Services" means services offered by a municipality, either directly or by contract, to any of its present residents.

"Vegetative Communities" means ecological communities, such as coastal strands, oak hammocks, and cypress swamps, which are classified based on the presence of certain soils, vegetation and animals.

"Very Low-Income Person" means one or more natural persons or a family, not including students, that has a total annual anticipated income for the household that does not exceed 50 percent of the median annual income adjusted for family size for households within the county.

"Vested Rights" means rights which have so completely and definitely accrued to or settled in a person or property, to the extent that it is right and equitable that government should recognize and protect, as being lawful in themselves, and settled according to then current law.

"Water Conservation Area" means designated Conservation areas on the Future Broward County Land Use Plan Map (Series) including reserve water supply areas such as the 790 square miles of Broward County west of Levees 33, 35A, 36, L-37 and L-35 and includes the natural reservations.

"Water Dependent Uses" means activities which can be carried out only on, in or adjacent to water areas because the use requires access to the water body for: waterborne transportation including ports or marinas; recreation; electrical generating facilities; or water supply.

"Water Recharge Areas" means land or water areas through which groundwater is replenished.

"Water-Related Uses" means activities which are not directly dependent upon access to a water body, but which provide goods and services that are directly associated with water-dependent or waterway uses.

"Water Wells" means wells excavated, drilled, dug, or driven for the supply of industrial, agricultural or potable water for general public consumption.

"Wetlands" means those areas that are inundated or saturated by ground or surface water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions.

Section 2. General Requirements

2.01 The Land Use Plan shall be implemented by the adoption and enforcement of appropriate land development regulations and no development shall be permitted within the City's jurisdiction unless the development is consistent with the Land Use Plan.

2.02 The City shall initiate and actively process the adoption of land development regulations, a land development code or amendments thereto, and the rezoning of all parcels of land within the City's jurisdiction as to permitted uses and densities as may be necessary to comply with the Land Use Plan within a reasonable time after its adoption.

2.03 Following the effective date of the Land Use Plan, the City may not grant a development permit unless:

A. The proposed development would be consistent with the Land Use Plan;

B. The proposed development would be in compliance with applicable City land development regulations; which are consistent with the Land Use Plan; and

C. The development permit is granted in compliance with the requirements of Section 4 of this chapter (Development Review Requirements).

2.04 After the effective date of this Plan, the City shall not grant an application for a building permit for the construction of a principal building on a parcel of land unless a plat including the parcel or parcels of land has been approved by the County Commission subsequent to June 4, 1953 and recorded in the official records of Broward County. Such platting requirement shall not apply to applications for a building permit which meets any of the criteria in Broward County Land Use Policy 2.13.1.

Section 3. Zoning as to Permitted Uses and Densities

3.01 City zoning as to permitted uses and densities must be in compliance with or be more restrictive than the requirements of the Land Use Plan. For purposes of this section "more restrictive" means zoning which permits less than all of the uses permitted by the Land Use Plan on a parcel of land, or, for a parcel of land designated residential by the Land Use Plan Map, a lower residential density than permitted by the Land Use Plan.

3.02 City zoning as to permitted uses and densities shall be in compliance with the City's Land Use Plan if the following requirements are met:

A. Residential
Each parcel of land within an area which is designated in a Residential land use category by the Land Use Plan must be zoned in a zoning district which permits any one or more of the following uses, but not other uses:

1. Residential dwelling units at a maximum density that does not exceed the maximum gross residential density designated for the parcel of land by the Land Use Plan Map.

    a. Accessory dwelling units are permitted in single-family residential areas per and subject to Florida Statutes Chapter 163.31771 without the need to calculate density.

    b. A studio or efficiency unit no greater than 500 square feet in size is considered a half-unit for density calculation purposes.

2. Agriculture

3. Home occupations and other activities and uses accessory to a dwelling unit.

4. Hotels, motels and similar lodging. The maximum number of hotel, motels or similar lodgings units permitted on any parcel designated for residential uses is double the maximum number of dwelling units designated for the parcel of land by the City's Land Use Plan Map.

5. Parks, golf courses and other outdoor recreational facilities and recreational, civic or cultural buildings ancillary to the primary outdoor recreational use of the site.

6. Community facilities designed to serve the residential area, such as schools, day care centers, churches, clinics, nursing homes, governmental administration, police and fire protection facilities, libraries and civic centers.

7. Public utilities, including water and wastewater treatment plants, pumping stations, power plant substations and transmission facilities and solid waste disposal and transfer stations.

8. Communication facilities.

9. Office and/or neighborhood retail sales of merchandise or services, subject to the following limitations and provisions:

    a. No more than a total of five percent (5%) of the area designated for residential use on the Future Broward County Land Use Plan Map within Pompano Beach may be used for offices and/or neighborhood retail sales of merchandise or services.

    b. No contiguous area used for offices and/or retail sales of merchandise or services may exceed ten (10) acres. For the purpose of this provision, contiguous is defined as: attached; located within 500 feet; or separated only by streets and highways, canals and rivers, or easements.

c. Regardless of a and b above, space within residential buildings in areas designated for Medium-High (25) Residential or High (46) Residential density may be used for offices and/or retail sales of merchandise or services, as long as no more than 50% of the floor area is used for said purpose.

d. Space within residential buildings in areas designated for Medium (16) Residential density may be used for offices, as long as no more than 50% of the floor area is used for offices.

10. Special Residential Facilities; subject to: meeting one of the Category definitions as contained in the Special Residential Facilities Permitted Uses subsection (Section 2) of the Broward County Land Use Plan; meeting density provisions by Category type stated below; the provisions regarding the use and allocation of flexibility units, redevelopment units or bonus sleeping rooms as contained in the "Administrative Rules Document" of the Broward County Planning Council.

    Density Provisions:
    a. Special Residential Facility Category (1) development shall count as one dwelling unit each.

    b. Special Residential Facility Category (2) development shall count as two dwelling units each.

    c. Special Residential Facility Category (3) development shall count as one dwelling unit per every two sleeping rooms regardless of the number of kitchens or baths.

11. Residential Density
    a. Density Standards
    Residential areas are shown on the Pompano Beach Land Use Map according to the following residential classifications:
    - Low permits up to five dwelling units per gross acre.
    - Low - Medium permits up to ten dwelling units per gross acre.
    - Medium permits up to sixteen dwelling units per gross acre.
    - Medium - High permits up to twenty-five dwelling units per gross acre.
    - High permits up to forty-six dwelling units per gross acre.

    The following other land use categories and land uses are subject to density standards as provided within Section 3. Zoning as to Permitted Uses and Densities
    - Special Residential Facilities.
    - Recreational vehicle sites.
    - Hotels, motels and similar lodging.
    - Accessory dwelling units permitted in single-family residential areas per and subject to Florida Statutes Chapter 163.31771 shall not be included in density calculations. Local governments shall report to the Planning Council the number of accessory dwelling units granted building permits on an annual basis.
    - Efficiency and studio apartments that are 500 square feet or less are considered a half-unit for density purposes.

    b. Density Calculation
    All references to density within the City of Pompano Beach Land Use Plan mean gross density. Gross density means the number of dwelling units constructed or proposed within an area, divided by the gross acreage of the area. Gross acreage means the total number of acres in the area including to the centerline of adjacent dedicated street rights-of-way, and including acreage used or proposed for internal streets, lakes, waterways, and other proposed land uses permitted in residential areas by the Broward County Land Use Plan. Calculations of acreage covered by different land use categories on the Broward County Land Use Plan Map will necessarily be approximate, due to the scale of the map. Where edges of land use categories are close to property lines, streets, transmission lines or other existing lines, edges should be construed to follow these lines.

c. Arrangement of dwelling Units
Any arrangement of dwelling units on a parcel of land designated for residential use is compatible with the City Land Use Plan as long as the maximum number of dwelling units permitted within the parcel is not exceeded. For example, the City Land Use Plan does not regulate whether a developer uses 100 acres of land designated for Low (5) Residential density to build 500 single family homes or if only 80 acres is used with the balance of the land maintained as permanent open space. The distribution of units will be determined by City zoning and land development regulations.

d. Dashed-Line Areas
Some areas have been marked on the City Land Use Plan Map by dashed lined circumscribing their edges. For some of these areas, the maximum overall density in dwelling units per acre is the number which appears in the circle inside the dashed line or in some cases, the total number of units allowed is included inside the circle. The dwelling units that are permitted within areas circumscribed by a dashed line may only be applied within the boundaries of the circumscribed area and may not be transferred.

e. Flexibility Units
"Flexibility units" mean the difference between the number of dwelling units permitted by the Future Broward County Land Use Plan Map and the number of dwelling units permitted by the City's certified Future Land Use Plan map.

Since the certified City land use Plan map may be more restrictive than the Future Broward County Land Use Plan Map (Series), available flexibility units may be utilized by the City of Pompano Beach to rearrange residential densities consistent with County Land Use Plan provisions.

The boundaries of the area that can receiving flexibility units is the entire City west of the Intracoastal Waterway. Rules governing the allocation of flexibility is established within the Broward County Planning Council's "Administrative Rules Document".

f. Redevelopment in Coastal High Hazard Area
Redevelopment of residentially designated areas, including hotel uses, located within the Coastal High Hazard Area which were subject to past decreases in density resulting from adoption of the 1977 or 1989 Broward County Land Use Plan are permitted up to the actual built density/intensity (number of dwelling units and building square footage). All public safety codes in effect at the time of redevelopment, including the building code, finished floor elevation, and hurricane evacuation standards must be met. Building square footage can be increased by 1% for every 2% reduction in the number of units subject to zoning code limitations on building bulk, shadow and form. The redevelopment must comply with all natural resource protection policies addressing the protection of beaches and marine resources in the County and City land use plans.

12. Recreational vehicle park sites in the Low-Medium (10), Medium (16), Medium-High (25) and High (46) Residential density ranges. The maximum number of recreational vehicle park sites permitted is:

a. Equal to the maximum number of dwelling units designated for that parcel on the land use plan map if the local land development regulations allow permanent location of recreational vehicles on the sites; or

b. Double the maximum number of dwelling units designated for that parcel on the land use plan map if the local land development regulations prohibit permanent location of recreational vehicles on the sites.

B. Commercial

Each parcel of land within an area designated in a Commercial land use category by the City's Land Use Plan Map must be zoned in a zoning district which permits any one or more of the following uses, but no other uses:

1. Retail uses, including gas stations with retail stores.

2. Office and business uses.

3. Wholesale, storage, light fabricating and warehouses uses, if deemed appropriate by the City.

4. Hotels, motels, time shares and similar lodging.

5. Recreation and open space, cemeteries, and commercial recreation uses.

6. Community facilities and utilities.

7.a. Special Residential Facility Category (2) development as defined in the Special Residential Facilities Permitted Uses subsection of the Plan Implementation Requirements section of the Broward County Land Use Plan.

7.b. Special Residential Facility Category (3) development as defined in the Special Residential Facilities permitted Uses subsection of the Plan Implementation Requirements section of the Broward County Land Use Plan

8. In accordance with Broward County Administrative Rule 3.5(A)(4) Residential uses, up to 10 acres (up to 20 acres for projects that include a minimum of 15% affordable housing restricted to such use for a minimum of 15 years) are permitted via City Commission allocation of “flexibility units” and/or “redevelopment units,” provided that the total residential uses do not exceed 20% of the land area designated “Commerce” on the County’s Land Use Plan.

9. Transportation and communication facilities.

10. Residential units within the same structure as commercial uses for the owner, manager or caretaker of the commercial uses are permitted.

11. Agriculture

12. Recreational vehicle park sites at a maximum density of ten (10) sites per gross acre if permanent location of recreational vehicles on the site is permitted by the local land development regulations, or twenty (20) sites per gross acre if such permanent location is prohibited by the local land development regulations.

C. Commercial Recreation

Each parcel of Land within an area designated in a Commercial Recreation category by the City's Land Use Plan Map must be zoned in a zoning district which permits one or more of the following uses:

1. Outdoor and indoor recreation facilities such as active recreation complexes, marinas, stadiums, jai-alai frontons, bowling alleys, golf courses, and dog and horse racing facilities.

2. Accessory facilities, including outdoor and indoor recreation facilities that are determined by the City to be an integral part of and supportive to the primary recreation facility (excluding residential uses).

3. Hotels, motels, time shares and similar lodging ancillary to the primary commercial recreation uses.

4. Recreational vehicle sites at a maximum density of ten (10) sites per gross acre if permanent location of recreational vehicles on the site is permitted by the local land development regulations, or twenty (20) sites per gross acre if such location is prohibited by the local land development regulations; subject to the allocation by the local government of available flexibility or redevelopment units.

5. Accessory facilities, including outdoor and indoor recreation facilities that are determined by the local government to be an integral part of and supportive to the primary recreation facility (excluding residential uses).

6. Other active and passive recreation uses.

D. Community Facility
Each parcel of Land within an area designated in a Community Facility category by the City's Land Use Plan Map must be zoned in a zoning district which permits one or more of the following uses:

1. Community facilities, including schools, churches, hospitals, governmental administration, police and fire stations, libraries, civic centers, nursing homes, cemeteries, utilities, and parks and recreation facilities.

2.a. Special Residential Facility Category (2) Development as defined in the Special Residential Facilities Permitted Uses subsection of the Plan Implementation Requirements section of the Broward County Land Use Plan

2.b. Special Residential Facility Category (3) development as defined in the Special Residential Facilities Permitted Uses subsection of the Plan Implementation Requirements section of the Broward County Land Use Plan

3. Communication facilities.

4. Non-residential agricultural uses.

5. Other uses determined to be ancillary to the civic and utilities uses described above.

E. Park and Recreation
Each parcel of land within an area designated in a Park and Recreation land use category by the City's Land Use Plan Map must be zoned in an open space or park and recreation zoning district which permits one or more of the following uses, but no other uses:

1. Passive recreational uses, including, but not limited to: nature centers and trails, scenic areas, wildlife sanctuaries and feeding stations, aquatic preserves, and picnic areas.

2. Golf courses which are intended to remain permanent open space.

3. Campground and facilities.

4. Cemeteries.

5. Active recreational uses, including, but not limited to: tennis courts, playgrounds, swimming pools, athletic fields and courts, beaches and bikeways.

6. Boat ramps and docks.

7. Outdoor cultural, educational and civic facilities, including, but not limited to: animal exhibits, habitats, bandshells and outdoor classrooms.
8. Concessions only when accessory to the above uses. Examples of such concession stands are refreshment stands, pro shops, souvenir shops and rental facilities.

9. Civic and cultural buildings may be permitted if they are ancillary to the primary recreation use of the site.

10. Community facilities and utility uses, up to five (5) acres, provided that the:

    a. Community facility and/or utility uses are publicly owned and intended to serve a public purpose to promote health, safety and welfare;

    b. The local government can demonstrate that it will continue to meet the minimum open space requirement of 3 acres per 1,000 existing and projected permanent residents;

    c. The proposed community facility or utility use is limited to no more than 5 acres and the municipality must demonstrate that sufficient and functional open space serving the area residents will be retained.

F. Industrial

Each parcel of land within an area designated in an Industrial land use category by the City's Land Use Plan Map must be zoned in an industrial zoning district which excludes electrical power plants but permits one or more of the following uses, but no other uses:

1. Light and heavy industrial uses.

2. Heavy commercial uses including new and used automobile, truck, motorcycle, boat and trailer display, sales, and service which include gas stations with retail stores; newspaper, magazine, and printing plants; bakeries, carpentry, cabinet shops and other trade shops; motion picture studios; ice houses; propane gas sales and repair; and salvage yards.

3. Educational, scientific and industrial research facilities, research laboratories, and medical or dental laboratories.

4. Office uses.

5. Transportation and communication facilities.

6. Recreation and open space, cemeteries, and commercial recreation uses, as long as the location of these uses does not preclude or adversely affect the future use of surrounding areas for industry.

7. Community facilities and utilities.

8. Ancillary commercial uses within buildings devoted to primary industrial uses.

9. Wholesaling uses.

10. The following uses may also be permitted if certified by the Broward County Planning Council in the City land use plan as long as the location of these uses do not preclude or adversely affect the future use of surrounding areas for industrial uses:

    a. Commercial and retail business uses.

    b. Hotel, motel and similar lodging.

11. Vocational Schools

12. Residential units within the same structure as industrial uses for the owner, manager or caretaker of the industrial uses are permitted.

G. Transportation

Each parcel of Land within an area designated in a Transportation Land use category by the City's Land Use Plan Map must be zoned in a Transportation zoning district which permits one or more of the following uses, but no other uses:

1. Air transportation areas designed primarily to serve the needs of airport users and airport employees, airport and aircraft operation and maintenance facilities, cargo and distribution terminals, transit warehousing, other compatible uses and those land uses permitted in the recreation and open space and commercial recreation land use categories (except for any type of residential use).

2. Expressways, expressway ramps, interchanges or arterial roadways adjacent to an interchange area.

3. Railroad corridors

H. Special Residential Facilities

This type of development includes group homes and foster care facilities as defined by category type below and the limitations as expressed by the certified land use plan map; and if applicable, the provisions regarding the use and allocation of flexibility units or bonus sleeping rooms as contained in the "Administrative Rules Document" of the Broward County Planning Council. Special Residential Facilities are not specifically designated on the Future Land Use Plan Map (series) as a special Land use category but are permitted within the residential land use category.

Definitions of Special Residential Facilities Categories:

Special Residential Facility, Category (1) means a housing facility which is licensed by the State of Florida for no more than eight individuals who require treatment, care, rehabilitation or education. The facility is usually referred to as a group home. This includes individuals who are elderly, dependent children, physically disabled, developmentally disabled or individuals not overtly of harm to themselves or others. The facility provides a family living environment including supervision and care necessary to meet the physical, emotional and social needs of the individuals. It may or may not provide education or training. There may be more than one kitchen within the housing facility. There may be more than one Special Residential Facility Category (1) on a parcel.

Special Residential Facility, Category (2) means a housing facility which is licensed by the State of Florida for nine to sixteen non-elderly individuals who require treatment, care, rehabilitation or education. The facility is usually referred to as a group home. This includes individuals who are dependent children, physically disabled, developmentally disabled or individuals not overtly of harm to themselves or others. The facility provides a family living environment including supervision and care necessary to meet the physical, emotional and social needs of the individuals. It may or may not provide education or training. There may be more than one kitchen within the housing facility. There may be more than one Special Residential Facility Category (2) on a parcel.

Special Residential Facility, Category (3) means

1. Any housing facility which is licensed by the State of Florida for more than sixteen (16) non-elderly individuals who require treatment, care, rehabilitation or education. This includes individuals who are dependent children, physically disabled, developmentally disabled or individuals not overtly of harm to themselves or others; or

2. Any housing facility which is licensed by the State of Florida for more than eight (8) unrelated elderly individuals; or

3. Government subsidized housing facilities entirely devoted to the care of the elderly, dependent children, the physically handicapped, developmentally disabled or individuals not overtly of harm to themselves or others; or

4. Any not-for-profit housing facility for unrelated elderly individuals; or

5. Any housing facility which provides a life-care environment. A life-care environment shall include, but is not limited to, creation of a life estate in the facility itself and provision of off-site or on-site medical care.

I. Utility

Each parcel of land within an area designated in a Utility Land use category by the City's Land Use Plan Map must be zoned in a utility zoning district which permits one or more of the following uses, but no other uses. These uses are also allowed in areas designated residential, commercial or industrial:

1. Utilities such as but not limited to water and wastewater treatment plants, pumping stations, electrical substations, solid waste disposal and transfer stations.

2. Other uses determined to be ancillary to the primary uses described in (1.).

J. Water

Each parcel of land within an area designated in a Water land use category by the City's Land Use Plan Map can be zoned in any zoning district. The permitted uses for the water land use category are lakes, waterways, rivers, and canals. No residential units or non-residential development can be located on areas designated as water. Water acreage cannot be used in determining the number of residential units or the amount of other development which can be located on land adjacent to water except when located in an irregular land use category.

K. Regional Activity Center

The Regional Activity Center land use designation is reserved for areas of regiona1 significance and is intended to encourage development and redevelopment. Examples of areas which may be appropriate for the Regional Activity Center designation include: downtown and redevelopment areas; Areawide Developments of Regional Impact; and areas surrounding regional community facilities such as airports, convention centers or governmental complexes.

1. In order to qualify as a Regional Activity Center, the following criteria must be met:

   a. The Regional Activity Center land use designation shall not be approved where other land use designations within the Broward County Land Use Plan provide sufficient flexibility for the existing or proposed land uses.

   b. The density and intensity of land uses permitted within each Regional Activity Center shall be specified within the Broward County Land Use Plan.

   c. Regional Activity Centers shall include mixed land uses of regional significance.

   d. Regional Activity Centers shall either be the subject of an Areawide Development of Regional Impact, or provide direct access to existing or proposed airports, ports, and rail and/or other mass transportation facilities.

   e. Each Regional Activity Center shall be a defined geographical area, delineated on the Future Broward County Land Use Plan Map.

2. Pompano Park North Regional Activity Center

   The Pompano Park North Regional Activity Center consists of the Arvida/Pompano Park Development of Regional Impact (DRI). The RAC is located south of Atlantic Boulevard and north of Racetrack Road, between Powerline Road and the CSX Railroad and comprises approximately 169 gross acres. The area encompassed by the RAC must be zoned in a mixed zoning district that limits the density and intensity of land uses to the following:

Type of Use	Square footage/ Residential units
Office Land Uses	248,867 SF
Industrial Land Uses	1,013,250 SF
Commercial Land Uses	301,273 SF

3. LIVE! Resorts Pompano Regional Activity Center
   The LIVE! Resorts Pompano RAC is located south of Racetrack Road, between Powerline Road and the CSX Railroad, and comprises approximately 230 gross acres. The LIVE! Resorts Pompano RAC will continue to be developed as a center of regional tourism and employment that provides direct access to mass transportation facilities. The area encompassed by the RAC must be zoned in a mixed-use zoning district that limits the density and intensity of land uses to the following:

Type of Use	Square footage/ Residential units
Commercial Recreation	1,000,000 SF
Commercial	300,000 SF
Office	2,000,000 SF
Multi-Family Residential	4,100 Units

The Residential uses may consist of stand-alone residential as well as residential units as part of mixed use commercial and office development. Residential unit types may be re-allocated subject to a voluntary mitigation agreement with the Broward County School Board in the event of inadequate student capacity, and provided that the total number of residential units shall remain at 4,100.

Building Heights: The Applicant will coordinate with the FAA and City of Fort Lauderdale Executive Airport for any required aviation obstruction permitting per City Code Section 155.2422;

Affordable Housing:
The land use plan amendment adopted in 2010 for this RAC created 1,300 new residential units and the LIVE! Resorts Pompano RAC land use plan amendment adopted in 2020 created 2,800 new residential units and a minimum of 15% of the total 4,100 units (615 units) are required to be affordable or the project may otherwise contribute to the implementation of the city's policies, methods and programs to achieve and/or maintain a sufficient supply of affordable housing in the City. The City may apply to new housing projects one or a combination of the following affordable housing strategies, without limitation:

a. Each residential development may be required to set aside a minimum of 15% of their proposed units as affordable housing to provide all or a portion of the required 615 affordable housing units as vertically integrated affordable housing; or

b. Until such time as all 615 affordable housing units have been provided, each residential development shall contribute in-lieu-of fees per City Ordinance 2014-19, as may be amended from time-to-time.

These funds will be used to promote one or more of the following:
- programs that facilitate the purchase or renting of the existing affordable housing stock;
- programs which facilitate the maintenance of the existing supply of affordable housing;
- programs which facilitate the use of existing public lands, or public land-banking, to facilitate an affordable housing supply;
- other programs or initiatives designed and implemented by the city to address specific affordable housing market needs and challenges in the City that may arise, including but not limited to, strategies that reduce the cost of housing production; promote affordable housing development; prevent displacement; prevent homelessness; promote economic development; and promote transit amongst low- income populations.

L. Local Activity Center

The intent of the Local Activity Center land use designation is to support a balanced mix of land use characterized by compactness, pedestrian friendly design, neighborhood-scale and framed by architecture and landscape design appropriate to local history and ecology. Development patterns within Local Activity Centers shall generally reflect planning and design principles such as walkable neighborhoods oriented around the five-minute walk, primary orientation towards public transit systems, a centrally located community-serving land use or land uses and greater integration of housing, employment, shopping and recreation at the neighborhood level.

For an area to qualify as a Local Activity Center, the following criteria must be met:

1. A Local Activity Center shall be a specific geographic area not exceeding 160 gross contiguous acres, unless located within an approved Chapter 163, Florida Statutes, Redevelopment Area. At such time as 75% of the originally designated Local Activity Center is developed/redeveloped, consistent with Objective 01.15.00, an expansion to a subject Local Activity Center up to 100% may be proposed.

2. The density and intensity of land uses permitted within a proposed Local Activity Center shall be specified for inclusion within the Plan Implementation Requirements section of the Broward County Land Use Plan.

3. Uses proposed within a Local Activity Center shall include residential uses and park land and/or open space. One or more other uses such as commercial, civic, institutional, or employment-based activity shall also be included within a Local Activity Center.

4. Park land must reflect no net loss of acreage of existing and designated parks within the proposed Local Activity Center. Park and open space land may include squares, greenbelts, greenways and playgrounds; ill-defined residual areas such as buffers and berms, for purposes of this criteria, are not considered park land or open space.

5. A proposed Local Activity Center must have a geographic configuration of appropriate depth and frontage to support the location of uses in a manner oriented around the five-minute (i.e. quarter-mile) walk may be included within one Local Activity Center.

6. Seventy-five (75%) of the land within a Local Activity Center must be located within a quarter mile of mass transit or multi-modal facilities or are included within an adopted plan to be located within a quarter mile of mass transit or multi-modal facilities upon buildout of the Local Activity Center. Local governments shall ensure convenient access to mass transit, community shuttle or multi-modal facilities where such facilities are in place or planned to be in place at the time the Local Activity Center is proposed. Where such facilities are not in place or planned to be in place at the time of the proposal, the local government shall require design standards in the local land use element for a Local Activity Center that ensure that the primary priority is a safe, comfortable and attractive pedestrian environment that will allow for convenient interconnection to transit, will reduce the number of automobile trips internally and will ultimately support an integrated multi-modal transportation system.

7. A proposed Local Activity Center shall demonstrate consistency with the goals, objectives and policies and other requirements of the Broward County Land Use Plan

8. An interlocal agreement between the municipality and Broward County must be executed no later than six months from the effective date of the adoption of a Local Activity Center which provides that monitoring of development activity and enforcement of permitted land uses densities and intensities shall be the responsibility of the affected municipality.

9. John Knox Village Local Activity Center shall have the following development rights:

Type of Use	Density / Intensity
Residential	1,224 dwelling units*
Commercial Uses	70,000 SF
Recreation and Open Space	4.28 acres

* Consisting of 674 high rise units, 247 assisted dwelling unit equivalents, 216 villas and 87 garden apartments

- Acreage: Approximately 68.5 gross acres, or 64.42 net acres
- General Location: South of SW 3rd Street, west of South Dixie Highway, east of I-95 and north of SW 6th Court.

M. Electrical Generation Facilities

Electrical Generation Facilities Uses are designated on the Future Broward County Land Use Plan Map, consistent with County policy 2.11.9 and 10, to ensure the availability of land for electrical power plants and associated ancillary uses are adequate to meet the current and future needs of Broward County's population.

Uses permitted in the areas designated Electrical Generation Facilities are as follows:

1. Electrical power plants as defined in the City's Future Land Use Element, Plan Implementation Requirements, Definitions.

2. Other uses determined to be ancillary to the primary uses described in (1).

3. Recreation and open spaces uses may also be permitted in the areas designated electrical generation facility as long as the location of the uses do not preclude or adversely affect the future use of the surrounding areas for electrical generation facilities.

N. Transit Oriented Corridor

1. Downtown Pompano Transit Oriented Corridor (Text Amendment Ordinance 13-14 and Map Amendment Ordinance 13-15). The densities and intensities of permitted uses within the designated Downtown Pompano Transit Oriented Corridor (DPTOC) are as follows:

Type of Use	Density / Intensity
Residential	1,368 dwelling units (143 Single Family, 236 Townhouse and 989 Multifamily)
Commercial/General Business	4,387,220 square feet (including 300 room hotel)
Office	2,835,557 SF
Utility	95,832 SF
Community Facility	1,459,260 SF
Recreation and Open Space	2.1 acres

a. Guiding Design Principles and Procedures:
All Applicants with development proposals in the DPTOC will be required to attend a mandatory pre-design workshop with the CRA and City's urban design staff prior to Site Plan or Master Plan submittal for official review. Ensuring compatibility with adjacent properties in regard to both zoning designation and existing development will be the focus of the preliminary design meeting. In all cases, the best approach to respecting and designing for the existing context and optimizing compatibility with adjacent properties will be identified. Guiding principles will include specific focus on the following:

i. Land Use Compatibility:
- Compatibility of adjacent uses by incorporating berms, fences, walls or other appropriate edge treatments along with building design elements that respect existing development.
- Building setbacks that increase compatibility between proposed and existing development.
- Service areas that do not impact adjacent residential development.
- All land uses, including institutional and utility uses, must be designed to be compatible with adjacent properties.

ii. Connectivity:
- Pedestrian connectivity which results in sidewalks that connect to an adjacent sidewalk or street crosswalk and do not dead-end at property lines.
- Incorporation of the principles of Complete Streets, subject to the limitations of right-of- way.

iii. Historic Resources:
- Protection of designated historic resources including buildings and historic and specimen trees.

iv. Affordable Housing:
All new residential construction in the DPTOC which does not meet the definition of affordable housing will be required to implement the city's policies, methods and programs to achieve and/or maintain a sufficient supply of affordable housing in the DPTOC using 15% of the total units proposed in that development as the "base" upon which the affordable housing implementation strategy will be applied.

b. The City may apply to new housing projects one or a combination of the following affordable housing strategies, without limitation:
   i. a specific set-aside of all or a portion of the 15% base units as vertically integrated affordable housing;
   ii. contribute, through in-lieu-of fees multiplied by the number of base units (15% of total units proposed in the project):
   - to programs that facilitate the purchase or renting of the existing affordable housing stock;
   - to programs which facilitate the maintenance of the existing supply of affordable housing;
   - to programs which facilitate the use of existing public lands, or public land- banking, to facilitate an affordable housing supply;
   - to other programs or initiatives designed and implemented by the city to address specific affordable housing market needs and challenges in the DPTOC that may arise including but not limited to, strategies that reduce the cost of housing production; promote affordable housing development; prevent displacement; prevent homelessness; promote economic development; and promote transit amongst low-income populations.

c. Existing Auto-Oriented Uses – Existing auto-oriented uses within the TOC boundaries on the date of adoption of this land use plan amendment ordinance will be treated as any other permitted use within the TOC and will be allowed to remain, rebuild and expand and otherwise continue business operations regardless of present or future ownership. New auto-oriented uses, however, will not be allowed within the TOC except under the limited circumstances described in the Goals, Objectives and Policies for the TOC land use category.

d. Auto-Oriented Use Definition – auto-oriented uses include, but are not limited to, large surface parking lots (other than park and ride facilities for transit connections), gas stations, auto repair/service, car washes, auto/truck/trailer/boat sales, auto/truck/trailer/boat storage, auto/truck/trailer/boat rentals/leasing, self/equipment storage; "big box"/warehouse, single family detached dwelling units; drive-through or drive-in facilities and similar uses that, by their nature, are built with special accommodations for service directly to the automobile or the occupants of automobiles and require the extensive use of automobiles as part of their primary function.

2. East Transit Oriented Corridor (ETOC) - This designation has been applied to the Future Land Use Map for the East Transit Oriented Corridor (Text Amendment Ordinance 2018-38 and Map Amendment Ordinance 2018-39). The densities and intensities of permitted uses within the designated East Transit Oriented Corridor (ETOC) are as follows:

Type of Use	Density / Intensity
Residential	3,718 dwelling units (maximum with 86 units unrestricted and the remainder multifamily)
Nonresidential (Retail, Office, Hotel, Institutional, Utility, etc. as per the Zoning Code permitted uses)	7,000,000 SF
Community Facility	5.0 acres (minimum)
Recreation and Open Space	5.5 acres (minimum)

a. Guiding Design Principles and Procedures:
All Applicants with development proposals in the ETOC will be required to attend a mandatory pre-application conference with staff prior to major Site Plan submittal for official review. Ensuring compatibility with adjacent properties in regard to both zoning designation and existing development will be the focus of the pre-application conference. In all cases, the best approach to respecting and designing for the existing context and optimizing compatibility with adjacent properties will be identified. Guiding principles will include specific focus on the following:

i. Land Use Compatibility:
- Compatibility of adjacent uses by incorporating appropriate edge treatments along with building design elements that respect existing development but do not impede safe and efficient pedestrian access.
- Building setbacks and heights that address compatibility between proposed and existing development and FAA height limits, if applicable. Maximum height for residential and mixed use projects will be 80 feet transitioning down to 55 feet and 35 feet as properties approach single-family neighborhoods as defined in the TO/EOD Zoning Regulations on the Sub-Areas/Building Heights Regulating Plan, Diagram155.3709.D.
- Service areas that do not impact adjacent residential development.
- All land uses, including institutional and utility uses, must be designed to be compatible with adjacent properties.

ii. Connectivity:
- Pedestrian connectivity which results in sidewalks that connect to an adjacent sidewalk or street crosswalk and do not dead-end at property lines.
- Incorporation of the principles of Complete Streets, subject to the limitations of right-of-way.

iii. Historic Resources:
- Protection of designated historic resources.

iv. Affordable Housing:
The ETOC land use plan amendment created 2,399 new residential units and a minimum of 15% of those units (360 units) are required to be affordable or to contribute to the implementation of the city's policies, methods and programs to achieve and/or maintain a sufficient supply of affordable housing in the City.

b. The City may apply to new housing projects one or a combination of the following affordable housing strategies, without limitation:
   i. Each residential development may be required to set aside a minimum of 15% of their proposed units as affordable housing to provide all or a portion of the required 360 affordable housing units as vertically integrated affordable housing; or
   ii. Until such time as all 360 affordable housing units have been provided, each residential development shall contribute in-lieu-of fees per City Ordinance 2014-19, as may be amended from time-to-time. These funds will be used to promote one or more of the following:
      - programs that facilitate the purchase or renting of the existing affordable housing stock;
      - programs which facilitate the maintenance of the existing supply of affordable housing;
      - programs which facilitate the use of existing public lands, or public land-banking, to facilitate an affordable housing supply;
      - other programs or initiatives designed and implemented by the city to address specific affordable housing market needs and challenges in the City that may arise, including but not limited to, strategies that reduce the cost of housing production; promote affordable housing development; prevent displacement; prevent homelessness; promote economic development; and promote transit amongst low-income populations.

O. Transit Oriented Development
The densities and intensities of permitted uses within designated Transit Oriented Development will be included in this section upon approval through the Future Land Use Plan Amendment process.

P. Mixed Use Residential

1. Within the Mixed Use Residential category, urban form could include several variations; vertical mixed use, where commercial/retail uses are located with residential uses in the same building. It may also include horizontal mixed use where separate uses are located in separate buildings within the same site. There is a minimum of two (2) uses required within the development and residential development is a required use. The MUR district's entitlements will be described as a total number of units and square footage in a pool of rights in the same manner as the other activity center land use categories.

2. Design Guidelines
The design guidelines for Mixed Use Residential shall promote an urban form which creates well integrated land use combinations, balances intensity and density, promotes the safe, interconnectivity of vehicular, pedestrian and other non-motorized movement and promotes the public realm. These guidelines may include:
   - Buildings should front the street. (zero or minimum setbacks are preferable).
   - Vehicle parking strategies which lessen conflicts with bicycles and pedestrians and promote transit usage. (i.e. parking structures, off-site parking, reduced parking ratios, shared parking facilities and parking which does not front the street).
   - Other design features which promote transit (e.g. integrated transit stop, shelter or station on site).
   - A circulation system designed to strengthen bicycle and pedestrian connectivity to all areas of the site/area, including recreation areas, parks, adjacent uses, transit facilities and activity nodes.

- Integration of the public realm through open space or urban public plazas and/or recreational areas.
- The physical separation, such as walling off neighborhoods from adjacent development or roadways, is discouraged where it disrupts the connectivity of compatible uses, pedestrian and/or bicycle access. If a buffer is necessary, adequate landscaping could be used in place of a continuous wall.

Design guidelines shall ensure a mixed use development is compatible with surrounding land uses and/or adjacent adopted Future Land Use Plan designations. These guidelines should address the following:

- Complement and support adjacent existing land uses and/or adopted Future Land Use Plan designations through the effective use of density, massing and other design elements.
- Protect the integrity of existing single family neighborhoods through design elements which maintain consistency and/or improve the aesthetic quality of the neighborhood. (i.e. maintaining an architectural style or quality of building materials and construction predominant in the neighborhood).
- Promote connectivity, open space, pedestrian and other non-motorized networks and landscaped streetscapes.
- Incorporate designs which are environmentally sensitive (i.e. reduction of impervious surfaces, alternative material for spillover parking).

3. Uses permitted under the Mixed Use Residential category:

a. Hidden Harbour MUR Land Use Category:
   i. General Location: East side of Federal Highway/US 1, between NE 14 Street and NE 17 Street
   ii. Density and Intensity of Land Uses: No more than 1,377 peak hour traffic trips based on ITE Trip Generation Manual, 9th Edition
   iii. List of Permitted Uses*:

Type of Use	Density / Intensity
Residential	323 multi-family units
Marina use (including boat storage, boat repair and slips)	75,000 maximum SF of buildings and 15 wet slips
Commercial floor area maximum	510,000 SF
All Uses floor area maximum	650,000 SF

* Subject to Declaration of Restrictions recorded as Instrument #115931649 and attached to City Ordinance 2019-12.

Q. Conservation

Each parcel of land within an area designated in a Conservation Land Use category by the City's Land Use Plan Map must be zoned in a conservation zoning district which permits one or more of the following uses, but no other uses:

1. Natural Reservations, historic and archaeological sites including public lands which are conservation areas operated by contractual agreement with or managed by federal, state, regional, local government or non-profit agency.

2. Uses permitted in areas designated for conservation are as follows:

a. Passive outdoor recreational uses such as wildlife sanctuaries and feeding stations, nature centers and trails, outdoor research stations and walkways.

b. Uses which do not impair the natural environment or disturb the natural ecosystem of the area and which are not in conflict with any applicable contractual agreement or management policies

of the federal, state, regional, county, municipal or non-profit agency which manages the Natural Reservation.

c. Uses appropriate for historic or archaeological sites for education, preservation and other activities which are not in conflict with historical or archaeological management and preservation practices and do not impair or degrade the designated historic or archaeological resource.

Section 4. Development Review Requirements

4.01 After the effective date of the Broward County Land Use Plan, the City may grant an application for a development permit consistent with the Broward County Land Use Plan or a certified City land use plan when it has determined that the following requirements are met:

A. Traffic circulation, recreational, drainage and flood protection, potable water, solid waste and sanitary sewer public facilities and services will be available to meet established level of service standards, consistent with Chapter 163.3202(g) Florida Statutes and the concurrency management policies in the Broward County Land Use Plan.
B. Local streets and roads will provide safe, adequate access between buildings within the proposed development and the trafficways identified on the Broward County Trafficways Plan prior to occupancy.
C. Fire protection service will be adequate to protect people and property in the proposed development.
D. Police protection service will be adequate to protect people and property in the proposed development.
E. School sites and school buildings will be adequate to serve the proposed development
F. Development does not include a structure, or alteration thereof, that is subject to the notice requirements of Federal Aviation Regulations (FAR), Part 77, Subpart B, unless the Federal Aviation Administration issues, or has issued within the previous ninety (90) days, a written acknowledgement that said structure or alteration would not constitute a hazard to air navigation and does not require increases to minimum instrument flight altitudes within a terminal area, increases to minimum obstruction clearance altitudes, or other operational modifications at any existing airport or heliport or any planned or proposed airport as described in FAR Part 77.21(c)(2).

Section 5. Reporting Requirements

5.01 Following the effective date of the Land Use Plan, no land development regulation, land development code, or amendment thereto shall be adopted by the City Commission until such regulation, code or amendment has been referred to the City's local planning agency for review and recommendation as to the relationship of such proposal to the Land Use Plan.

5.02 The following shall be provided to the Broward County Planning Council: A yearly summary regarding the allocation of various forms of flexibility provisions of the Broward County Land Use Plan and the certified Pompano Beach Land Use Plan as described within the Permitted Uses subsection of those plans, which include the allocation of flex and/or redevelopment units; Residential uses in Commercial/Commerce land use designations; and Commercial uses in Residential land use designations). A yearly summary of development activity within Pompano's "Activity Centers" will also be provided.

5.03 In any legal action in which the validity of the Land Use Plan or a portion thereof is in issue, the City shall notify the County Commission and provide copies of all papers in connection therewith.

Section 6. Amendments

6.01 Future Land Use Map.

A. The City shall submit to the Planning Council for certification all proposed amendments to the City's Future Land Use Map. A proposed amendment to the Future Land Use Map must be certified by the Planning Council prior to it becoming effective.
B. All amendments to the Future Land Use Map shall be adopted in the manner prescribed by the applicable sections of Chapter 163 F.S. and other applicable provisions of law.

6.02 County Land Use Plan. Any person may request the City to submit to the Planning Council a proposal for an amendment to the County Land Use Plan. The City shall submit such a proposal in writing to the Planning Council and shall include the City's recommendation regarding the proposal and the reasons therefore.



Plan It! Pompano

TRANSPORTATION ELEMENT

Purpose and Direction: The purpose of the Transportation Element is to focus on accessibility as a critical aspect of an equitable, livable and economically viable community. The direction created by the goals, objectives and policies of this element is to create a balanced system for pedestrians, bicyclists, transit users, and drivers. Implementation of these policies are intended to ensure accessibility and mobility to the City's residents and tourists while supporting local businesses, their customers and employees.

The City is striving to create a modal shift in transportation choices and reduce automobile congestion, thereby reducing greenhouse gas emissions. Safety of drivers, pedestrian and bicyclists, and calming traffic in neighborhoods are all considered critical elements in implementing the overall objective of realizing a significant modal shift during this 15-year planning horizon.

The adoption of consistent street sections that can be customized for context sensitivity will ensure the ultimate goal of providing a street network that supports neighborhood equity and equal access while increasing the City's resilience to the effects of climate change.

Goals, Objectives, and Policies

Goal 2**:**	To develop and maintain a multimodal system which will serve the transportation needs of all sectors of the Pompano Beach community in a safe, efficient, cost effective, resilient and aesthetically pleasing manner that promotes the reduction of greenhouse gas emissions and is designed to accommodate the increased flooding resulting from climate change.

Objective 02.01.00 – Multimodal Transportation System

The City of Pompano Beach shall coordinate activities with Broward County Metropolitan Planning Organization (MPO), the Florida Department of Transportation and other agencies to ensure that a safe, convenient, energy efficient, resilient, multimodal transportation system is provided.

Policy 02.01.01
Implement the traffic engineering cost-recovery review process for land development or redevelopment projects to control connections and access points of driveways and roads to roadways.

Policy 02.01.02
Require the provision of handicapped parking facilities when reviewing development proposals.

Policy 02.01.03
Require the provision of landscaping within parking facilities to reduce visual impacts, provide for carbon attenuation and reduce heat-island effects.

Policy 02.01.04
The land development regulations will include provisions to control access points and minimize curb cuts on arterial and collector roadways, provide safe and convenient on-site traffic flow and provide sufficient on-site parking for motorized and non- motorized vehicles.

Policy 02.01.05
Parking and other strategies will be provided in the Land Development Code or other appropriate codes including improved locations and access for bus facilities; on-demand, ride share, and other alternative transportation options that don’t require on-site parking to promote the City's multimodal transportation goals and objectives.

Policy 02.01.06
Maintain active, positive relationship with FDOT, Broward County, adjacent municipalities, and other relevant public and private entities in order to support and engage in cooperative funding of transportation improvements.

Policy 02.01.07
Solicit the expenditure of County Transit Concurrency Impact fees and Transportation Surtax revenues on improvements which best benefit the City of Pompano Beach.

Policy 02.01.08
Continue to participate in the MPO Technical Coordinating Committee.

Policy 02.01.09
Recognize Broward County as the principal provider of highway and mass transit services in the City and annually coordinate activities with the County.

Policy 02.01.10
Through participation in the Broward County MPO, support the Broward County and the FDOT continued funding of local mass transit service consistent with adopted service standards.

Policy 02.01.11
Coordinate with the Broward County MPO, Broward County Division of Mass Transit, Tri-Rail and FDOT on strategies to minimize the average waiting time of transit connections at major transfer locations and focus on mass transit improvements, promotion and connectivity for commuters using the train stations, including the new TriRail Station at the LIVE! RAC and a future new Brightline/Virgin/Coastal Link station in Downtown Pompano, with Broward County Transit (BCT) bus services.

Policy 02.01.12
Investigate reducing bridge openings during peak roadway operating conditions to improve system efficiency.

Policy 02.01.13
Continue to work with the FEC Railroad, operators of the Brightline and the FDOT to identify strategies that could be implemented to reduce traffic congestion during train-related operations and to encourage a commuter train station in the Downtown Pompano Transit Oriented Corridor.

Policy 02.01.14
Initiate discussions with the FDOT relative to the timing of maintenance efforts on the Atlantic Boulevard and NE 14th Street Causeway Intracoastal Waterway bridges to minimize traffic congestion during the peak season tourist season.

Policy 02.01.15
Work with the Broward County MPO, Broward County Division of Mass Transit, Tri-Rail and FDOT to identify the City's needs in terms of providing appropriate intermodal facilities and access to airport and rail facilities.

Policy 02.01.16
Monitor and coordinate with Broward County and the MPO to participate in development of complementary bike and pedestrian facilities as part of all road improvement projects.

Policy 02.01.17
Continually evaluate emerging transportation technologies including, but not limited to autonomous vehicles, enhanced real time communication, and artificial intelligence in relation to the impacts these advancements will have on transportation, land use, and urban design.

Policy 02.01.18
Consider updates to the Land Development Code that consider how emerging transportation technologies will impact travel patterns, curb management, parking, and loading/ unloading demand, supporting infrastructure, and roadway design.

Policy 02.01.19
Implement a City Micro-Transit Program and encourage ridership through a comprehensive marketing program.

Objective 02.02.00 – Level of Service

Coordinate the transportation system with existing and future land uses as shown on the Future Land Use Map and ensure that existing and proposed population densities, housing and employment patterns and land uses are consistent with the transportation modes and services proposed to serve those areas.

Policy 02.02.01
For long range planning purposes for facilities on the Strategic Intermodal System (SIS) or Florida Intrastate Highway System (FIHS) adopt the peak hour LOS standard established by the FDOT which is LOS D for urbanized areas.

Policy 02.02.02
The City will incorporate the Broward County Transportation Concurrency Management System and will only issue development permits for projects that pay the Transit Fee.

Within Northeast and Central Transportation Concurrency Management Districts, the transportation LOS standards, for the purpose of issuing development orders and permits, are to achieve and maintain the following by FY 2023:

- Increase transit ridership 10%
- Provide 1.4 million fixed-route revenue service hours
- Construct bus shelters at 1/3 of stop locations
- Maintain average fleet age of 6 years or less
- Maximum vehicular traffic volume 75% above LOS standard
- Ensure adequate transit maintenance infrastructure to accommodate fleet demand
- Study and develop two additional intermodal transit centers
- Increase fixed-route fleet by up to 15 vehicles to support new and expanded service
- Procure up to 40 vehicles to support Community Bus operations.

Almost all of Pompano Beach is within the Northeast TCMA, within which two additional LOS standards are:

- 30-minute peak hour headways on 70% of bus routes; and
- Maintain and enhance the Northeast Transit Center.

Pompano Beach contains short sections of I-95, Dixie Highway, Federal Highway and Cypress Road that are within the Central TCMA, within which two additional LOS standards are:

- 30-minute peak hour headways on 60% of bus routes; and
- Maintain and enhance the Lauderhill Transit Center and West Regional Terminal.

Policy 02.02.03
The City will continue to implement the Land Development Regulations that encourage residential properties along major thoroughfares as necessary, and where feasible, to encourage higher densities which will in turn serve as a buffer between major roadways and low density neighborhoods, and support public transit. The City will coordinate amendments to its Future Land Use Plan with the County and FDOT and implement the land use designations and site design requirements in the Land Development Regulations to promote transit oriented, mixed use redevelopment.

Policy 02.02.04
In accordance with County Policy 2.14.2, the City will require a transportation analysis of Future Land Use Plan amendments that present a significant increase in anticipated traffic compared to the vested rights on the subject property to ensure that the above level of service standards can be maintained or effectively mitigated with the proposed land use plan amendment.

Policy 02.02.05
In accordance with County Policy 2.14.3, the City will continue to support and enforce the County's well established procedures to ensure that public facilities and services are available to meet the above level of service standards prior to plat approval.

Objective 02.03.00 – Local Transportation and Complete Streets

The City of Pompano Beach shall ensure that a safe, convenient, resilient, equitable and energy efficient local multimodal transportation system is provided in an environmentally sound manner.

Policy 02.03.01
Implement the cost-recovery traffic engineering review process for significant land development or redevelopment projects.

Policy 02.03.02
Conduct in depth studies of local neighborhood traffic volumes and speeds in accordance with the Traffic Calming Procedures Flowchart provided in this element, and, where demonstrated problems exist, implement appropriate responses such as, speed monitoring and enforcement, traffic calming devices, turn restrictions and roundabouts.

Policy 02.03.03
The City shall support and incorporate into its standards the context sensitive use of street/traffic calming/ speed management techniques, (e.g. reduced vehicle lane width, textured pavement, chicanes, roundabouts, on-street parking, strategic use of differing median types and street trees) to enhance multimodal user safety and accessibility.

Policy 02.03.04
Maintain the requirements of developer sponsored funding of project-related transportation improvements through negotiation and/or application of project-specific contributions toward transportation improvements.

Policy 02.03.05
Where pavement widths and right-of-way meet adopted standards, roadways will only be widened for mobility improvements for bicycles and pedestrians, effect intersection improvements, or accommodate stormwater infrastructure to address flooding and continue to direct efforts towards Complete Streets implementation.

Policy 02.03.06
Maintain high profile enforcement of both vehicular and non-vehicular driving laws with the primary objective being neighborhood safety and driver/pedestrian education to reduce accidents, pedestrian injury/fatalities and maintain neighborhood quality of life.

Policy 02.03.07
Maintain a computer database of area roadway and accident conditions and incorporate safety attributes in the prioritizing of local road improvement funding.

Policy 02.03.08
The City shall support, maintain and enhance standards for the context sensitive use of urban forestry techniques, including trees selected, located, and tended in a manner that assures safe, healthy growth, to enhance pedestrian and bicyclist shade/cooling, provide for carbon attenuation and enhance corridor aesthetics. The City will continue to require unobstructed sight lines and appropriate landscape plantings along medians and at development driveway/street locations.

Policy 02.03.09
Schedule traffic counts on City collectors and other major local roadways as needed, to evaluate existing operating conditions.

Policy 02.03.10
Participate in bicycle planning programs of the Broward MPO and District IV of the Florida Department of Transportation (FDOT) and include consideration of bicycle and pedestrian ways in all transportation planning activities.

Policy 02.03.11
Include the construction of sidewalks and bike accommodations in all improvement projects; include ample signage and pedestrian signalization provisions to designate and promote preferred non-vehicular routes.

Policy 02.03.12
Allocate funding on a yearly basis for driver/bicyclist/pedestrian education programs with the purpose and ultimate goal being the elimination of injuries and fatalities from vehicular/pedestrian collision.

Policy 02.03.13
Continue to fund or seek funding for bicycle and pedestrian corridor improvements and electric vehicle charging infrastructure.

Policy 02.03.14
Encourage, through community partnerships and activities, a culture that accepts bicycle use as a mainstream travel mode.

Policy 02.03.15
The City shall seek to raise the visibility and participation of bicycling through regularly organized bicycling events and prominent bicycle facilities.

Policy 02.03.16
The City shall encourage partner agencies to conduct ongoing safe bicycle route to schools programs, including bicycle safety educational programs for children and adults.

Policy 02.03.17
The City shall create a bikeway plan map and enhance bikeway information and way-finding signage along bicycle routes.

Policy 02.03.18
Continually upgrade and implement the provisions in the Land Development Code that require incorporation of mass transit, car pool and other ride-share and on-demand transportation options, pedestrian and bicycle amenities for site plans for major mixed use, residential, commercial, industrial and office buildings.

Policy 02.03.19
Require pedestrian, bicycle and appropriate lighting facilities in highway improvement projects and in the standard street cross sections to be developed and adopted for the design of all city streets for consistent implementation city-wide.

Policy 02.03.20
Establish/maintain a streetscape beautification program for public rights of way and adopt standard street cross sections for implementation city-wide.

Policy 02.03.21
Provide adequate funding for pedestrian, lighting, landscaping and irrigation components in City transportation projects as shown on the standard cross sections to be adopted for street improvements city-wide.

Policy 02.03.22
New construction on City streets including underground infrastructure should consider their location in relation to areas likely to be more frequently inundated by high tides and heavy rains and ensure that materials resilient to salt-water, storm surge and more frequent rain-related flooding are utilized in construction to mitigate future flood damages.

Policy 02.03.23
Establish transportation improvement priorities and provide or support funding in a consistent and equitable manner.

Policy 02.03.24
The City shall customize standard street sections to incorporate context sensitive techniques to efficiently address stormwater runoff (e.g. swales, planters, vegetated buffer strips, rain gardens, bioswales, infiltration/exfiltration trenches, permeable paving) in a manner that both provides some level of protection to adjacent private properties and offers an aesthetic benefit.

Policy 02.03.25
The City shall consider where appropriate the application of standards regarding the context sensitive placement of energy efficient lighting to promote pedestrian, bicycle, and vehicular activity and safety without adversely impacting protected wildlife or promoting light pollution.

Policy 02.03.26
When feasible, incorporate City branding features into new transportation projects.

Policy 02.03.27
Review transit needs of new major trip generators/attractors and coordinate with the Broward MPO, Broward County Division of Mass Transit and FDOT any changes needed in the public transit network to serve new major trip generators/attractors.

Policy 02.03.28
Continue to implement the provisions in the Land Development Code that require the provision of on-site sidewalks that connect to other sidewalks and to transit facilities.

Policy 02.03.29
Continue to operate the Community Shuttle Buses as part of the multimodal transportation system and work with BCT to rethink the routes, times and even the types of vehicles to promote use by residents for intercity circulation and entertainment with subsequent improvements to accommodate commuter connections from rail and bus terminals.

Policy 02.03.30
The City shall support the use of electric vehicles by adopting an electric vehicle charging station master plan and incorporating electric vehicles and other non-carbon emitting vehicles into the City's infrastructure.

Objective 02.04.00 – Right of Way Protection

For existing or future transportation rights-of-way and corridors designated in the City's comprehensive plan, establish measures for their acquisition, preservation or protection.

Policy 02.04.01
Continue to require conveyance of right of way, preferably through fee simple dedication, consistent with the City's adopted street width standards and/or the Broward County Planning Council's Trafficways Plan.

Policy 02.04.02
The City shall require all projects submitted for review to the Development Review Committee to satisfy County and City road right-of-way requirements prior to the issuance of a building permit.

Policy 02.04.03
The City shall establish measures requiring developments to provide sufficient right-of-way necessary to reserve land for existing and future public transit and alternative transportation facilities.

Policy 02.04.04
Continue to protect the right-of-way widths as depicted on the Broward County Trafficways Plan for existing or future roadways in the County by requiring appropriate setbacks when issuing development orders. In the City's mixed use and urban districts, the appropriate setback may be a zero setback.

Objective 02.05.00 – Transit Oriented Design

Encourage transit oriented and/or mixed land uses which promote and support public transportation in existing public transit corridors as allowed by the mixed use land use designations on the Future Land Use Map and the provisions in the Future Land Use Element consistent with the Broward County Land Use Plan which may allow mixed uses and residential uses in the Commerce land use category.

Policy 02.05.01
The City shall continue implementing the Transit Oriented Corridor (TOC) land use category where appropriate as provided for in the Future Land Use Element Objective 01.16.00 and Policies 01.16.01 through 01.16.05.



Policy 02.05.02
The City shall consider implementing the Transit Oriented Development (TOD) land use category where appropriate as provided for in the Future Land Use Element Objective 01.17.00 and Policies 01.17.01 through 01.17.05.

Policy 02.05.03
A transportation impact analysis shall be prepared when a land use plan amendment is submitted for a proposed TOC and or TOD land use category identifying the expected internal capture and the modal shift provided through the provision of transit and transit oriented design in accordance with Broward MPO and Broward County acceptable methodologies per County Policy 2.18.1.

Policy 02.05.04
Support the construction of a Tri-Rail Station at the Isle of Capri (LIVE! Resorts Pompano RAC).

Policy 02.05.05
Support all continuing efforts to provide additional transit services and new passenger terminals on the FEC corridor and secure a train station within the Downtown Pompano TOC.

Objective 02.06.00 – Pompano Air Park

Protect the aviation viability of the Pompano Air Park and promote it as an economic driver for aviation business development, as an overall economic asset as well as a location for non-aviation recreational and open space uses compatible with the Air Park's Airport Layout Plan.

Policy 02.06.01
Promote the perpetuation of recreation and community facility uses on all Air Park property as depicted on the Air Park's Airport Layout Plan.

Policy 02.06.02
During the review of all proposed land use amendments, the City shall determine how the proposed amendments will impact the aviation operations at the Air Park.

Policy 02.06.03
Implement the Air Park Obstruction regulations in the Land Development Code to ensure that any building that constitutes an obstruction to protected airspace is granted an obstruction permit by the City in coordinate with the Air Park Manager, the City's Aviation Consultants, the FAA and FDOT.

Policy 02.06.04
Provide access to Air Park property uses through internal roadway improvements, where feasible.

Policy 02.06.05
Utilize Air Park Enterprise Funds, as well as FAA and FDOT funding to implement improvements to the Pompano Beach Air Park in a manner consistent with the Air Park Master Plan and the Pompano Beach Capital Improvement Plan.

Objective 02.07.00 – Resilient Multimodal Transportation Services

The City shall encourage County, Regional and State agencies to provide improved and resilient multimodal facilities based upon existing and proposed major trip generators and attractors, safe and convenient public transit terminals, and accommodation of the special needs of the transportation disadvantaged in a manner that promotes the reduction of greenhouse gas emissions.

Policy 02.07.01
Cooperate with Broward County and other agencies to improve public transportation facilities and services to meet the demands of the proposed land uses and promote the reduction of greenhouse gas emissions.

Policy 02.07.02
Support the Broward MPO, Broward County Division of Mass Transit and Tri- Rail's transportation improvements aimed at providing new/expanded route coverage and improved headways to reduce impacts upon the FIHS.

Policy 02.07.03
Support all marketing activities of the Broward County MPO, Broward County Division of Mass Transit, Tri-Rail and FDOT.

Policy 02.07.04
Modify the Land Development Code to encourage the provision of transit related shelters and electric vehicle infrastructure in major land development projects.

Policy 02.07.05
Support funding of Broward County Mass Transit Division and Tri-Rail to maintain local multimodal facilities and corridors.

Policy 02.07.06
Coordinate with Broward County on flexibility for local design criteria to improve the aesthetics and comfort at bus stops while using design features that discourage loitering.

Policy 02.07.07
Continue to implement the Land Development Code to require pedestrian features and bicycle storage facilities at all transit terminals and bus stops, where appropriate.

Policy 02.07.08
Continue to support the County's multimodal transportation system to reduce reliance upon the single occupant vehicle and increase the use of the mass transit system.

Policy 02.07.09
Maintain a close working relationship with the Broward County MPO, Broward County Division of Mass Transit, TriRail and the FDOT to communicate the ongoing transit needs of the City due to land use plan amendments and development plans altering trip generators and attractors.

Policy 02.07.10
Work with the Broward County MPO, Broward County Division of Mass Transit and Tri-Rail to identify the City’s needs in terms of connecting to rail stations via a feeder/distributor system.

Policy 02.07.11
Work with the Broward County MPO and Broward County Division of Mass Transit to ensure that the needs of the City's transit dependent households are adequately met with the ultimate goal being the operation of a system where transit becomes the preferred option for all users of the transportation system.

Policy 02.07.12
Utilize Transportation System Management (TSM) and low cost capital improvements to maximize the efficiency of the existing transportation system and encourage land use patterns that promote the use of public transit whenever possible to promote the reduction of greenhouse gas emissions.

Policy 02.07.13
Support the funding and commuter rail and terminal improvements proposed by the South Florida Regional Transportation Authority (SFRTA).

Policy 02.07.14
Support the maintenance of the County's evacuation routes as shown on the County Trafficways Plan.

Policy 02.07.15
Investigate strategies to increase the ridership and service area of the Community Shuttle Buses to improve multimodal transportation services and promote the reduction of greenhouse gas emissions.

Objective 02.08.00 – City Branding

Utilize the Transportation System to help implement the City's branding program.

Policy 02.08.01
When feasible, incorporate the City's branding features and logos into new and existing transportation projects.

Policy 02.08.02
Continue to incorporate Pompano Beach Airpark, a unique area of the City, with several branding features including: the bike path surrounding the Airpark; the Blimp Base; scenic vistas from US 1, NE 10th Street, NE 5th Avenue and Copans Road to the Airpark; and the City Municipal Golf Course.

Policy 02.08.03
The City should encourage air shows and exhibits of aircraft at the Air Park as another way of utilizing the Air Park in the City's branding program.

Policy 02.08.04
The City will continue to maintain the landscape treatments installed at the Atlantic Boulevard and Copans Road Interstate 95 Interchanges and add signage and or logo features to the extensive landscaping to support the City's branding initiative.

Policy 02.08.05
Investigate expanding the City's branding program to include downloadable technologies such as those that can provide real time information on parking availability at City parking facilities. The City can explore, where feasible, providing this technology for all new City parking facilities and retrofitting existing city owned parking facilities to include this technology, with the goal of including all city parking facilities in the network.







Plan It! Pompano

HOUSING ELEMENT

Purpose and Direction: The purpose of the Housing Element is to ensure there is adequate housing to serve the existing and projected population through the 2040 planning horizon. The population will have a range of income levels and needs and the city will provide for a range of housing types to provide the best opportunity to serve those housing needs. In this planning horizon, the emphasis is on encouraging flood resistant and energy efficient multi-family development within the main transportation corridors of the city to create transit-oriented neighborhoods.

New development must be resilient to the additional flooding projected from sea level rise and located in a manner which encourages the de-concentration of poverty while mitigating the negative effects on existing residents of major redevelopment or climate change related migration to higher elevations. The housing element encourages the rehabilitation of existing substandard housing and to further improve the existing housing stock's resilience to climate change impacts such as more frequent flooding, larger and wetter hurricanes and higher temperatures.

Goals, Objectives, and Policies

Goal 3: To provide structurally safe, affordable, uncrowded and otherwise adequate residential shelter for all existing and anticipated future residents of the City of Pompano Beach that utilize energy efficient, sustainable design, resilient construction techniques, materials and renewable energy resources.

Objective 03.01.00 – Housing to Accommodate Future Population

The City should provide, through the undertaking or support of public and private development efforts, sufficient housing units through the long range planning horizon to meet the anticipated population through 2040. Provision of these units shall be based on the need for adequate and affordable housing for all segments of the existing and future population including those households with very-low, low, and moderate income and those with special housing needs, including homelessness.

Policy 03.01.01
The City's adopted future land use map shall provide locations for residentially designated property at a variety of density classifications. The relative location of parcels with different density designations shall be based on sound planning principles.

Policy 03.01.02
The City shall continue to support Community Redevelopment Agency (CRA) and Department of Housing and Urban Improvement (OHUI) efforts to acquire funds and administer a variety of local, State and Federal housing improvement and low income subsidy programs. In addition, the City shall continue to provide information about low cost housing opportunities to all residents especially those with very-low, low, and moderate income as well as the homeless.

Policy 03.01.03
In order to provide affordable housing, the City shall consider and, where appropriate, support revisions to land development regulations to recognize and locally implement technical innovations in housing construction and site development.

Policy 03.01.04
The City shall continue to cooperate with other local governments concerning providing affordable housing for very-low, low, and moderate income households and the homeless.

Policy 03.01.05
Affordable housing will be promoted in a manner which reflects the relative needs of all groups in the city and is oriented toward the goal of deconcentrating poverty.

Policy 03.01.06
The City will continue to work towards implementing a Housing First strategy to address homelessness. An inventory of affordable housing will be identified that can accommodate the homeless through landlord recruitment, identification of existing affordable housing options and facilitation of creative housing solutions.

Policy 03.01.07
The City will continue to work on developing a recurring funding source for a Pompano Beach Rapid Rehousing Program with the following core components: housing location, rent and move-in financial assistance, and case management.

Policy 03.01.08
The City will follow the lead of Broward County and allow single family homes to add one deed restricted affordable accessory unit or apartment without the need to allocate density for that unit. All other applicable sections of the code will continue to apply to the construction of the accessory unit/apartment.

Policy 03.01.09
The City will continue to use available density bonus programs provided in the County Land Use Plan to increase the supply of affordable housing, such as allowing residential development in the County's Commerce land use category by right under certain conditions.

Objective 03.02.00 – Reduce Substandard Housing and Protect Neighborhoods

The City shall undertake public or support private efforts to reduce by half the percentage of residential units classified as substandard through the 2040 long-term planning horizon and will effectively manage housing types to protect neighborhoods.

Policy 03.02.01
Code Compliance shall issue citations to housing units that do not meet code required standard housing conditions.

Policy 03.02.02
Within 60 days of application for a Business Tax Receipt for rental of single family, duplex, triplex and quadplex units, an inspection will be completed to ensure the rental housing units meet all current code requirements for standard housing units.

Policy 03.02.03
The City shall continue to enforce, and where appropriate, improve local code requirements which govern local housing structural conditions and neighborhood appearance.

Policy 03.02.04
The City shall continue to use CDBG or other public funds to finance rehabilitation of renter and owner occupied housing units and the demolition of unsafe nuisance housing.

Policy 03.02.05
The City shall continue periodic bulk trash pick-ups in order to foster neighborhood and individual home site improvements.

Policy 03.02.06
Utilize the 2020 Census data, when available, to prepare a current inventory of housing conditions.

Policy 03.02.07
The City shall participate in the South Florida Regional Climate Compact and other regional groups to be aware of emerging strategies to mitigate the negative effects on residents and businesses caused by both major redevelopment and climate change related migration to neighborhoods with higher elevations.

Objective 03.03.00 – Land for Affordable Housing

The City shall continue to provide adequate sites for very-low, low and moderate income housing and manufactured homes through the long term planning horizon in a manner that supports the goal to deconcentrate poverty while mitigating the negative effects of major redevelopment.

Policy 03.03.01
The City shall continue to include Land Use Plan and Zoning Code designations which allow for manufactured homes. Development proposals shall be reviewed with regard to compatibility to adjacent or surrounding uses and the extent to which the proposal will aid in the de-concentration of poverty, if applicable.

Policy 03.03.02
Through the review of development proposals, the City shall support public and private sector efforts to create and/or preserve affordable housing for very-low, low and moderate-income groups in areas designated for residential land use for future and current residents. Review of such proposals shall be based on overall compatibility with already established residential areas, the extent to which the location supports the de-concentration of poverty, and consistency with the land development code.

Objective 03.04.00 – Provision of Community Residences and Recovery Community

The City shall continue to provide adequate sites for licensed family community residences, transitional community residences and the recovery community in residential areas through the long term planning horizon in accordance with City Code and the applicable Florida Statutes.

Policy 03.04.01
Licensed family community residence and, transitional community residences shall continue to be allowed as a permitted or conditionally permitted use in areas designated for single-family, multi-family and mixed-use zoning districts in accordance with the city's zoning code, Chapter 155.

Policy 03.04.02
The City shall continue the limited allowance of licensed Recovery Community homes as a permitted or conditionally permitted use in areas zoned for multi-family and mixed use development.

Policy 03.04.03
The City shall discourage the location of new ACLF homes on the barrier island due to the evacuation requirements during hurricane threats.

Objective 03.05.00 – Historic Preservation

The City shall identify historically significant housing, the conservation and rehabilitation of sound housing and the demolition of substandard or otherwise unsafe nuisance housing.

Policy 03.05.01
The periodic citywide inspection of housing shall be based on a consistent definition of housing conditions as currently contained in the Housing Element, or as otherwise modified or improved. Potential additions to local or state inventories of historically significant housing shall be included as part of the inspection effort.

Policy 03.05.02
The City shall support private efforts to conserve and maintain houses deemed historically significant.

Policy 03.05.03
The City shall seek to redevelop the historic downtown district in accordance with overlay regulations, which seek to preserve historic structures and allow for new development which blends in with existing structures.

Objective 03.06.00 – Relocation Housing

Where appropriate, the City should strive to secure relocation housing whenever local residents are displaced through public actions, or in the event of private sponsored relocation, shall support and locally enforce all lawful requirements for relocation notification and consideration.

Policy 03.06.01
The City shall continue to prudently review all public and private development proposals as these might relate to the forced relocation of existing residents.

Policy 03.06.02
In the event of forced relocation of local residents, the City shall monitor and locally enforce all laws with regard to resident notification, due process and compensation.

Objective 03.07.00 – Housing Implementation

The City shall continue to undertake improvements in the method of delivery and improving the condition of existing and new housing through the long-term planning horizon including in those areas prone to increased likelihood of flooding due to sea level rise and climate change.

Policy 03.07.01
The City shall, at a minimum, consider private sector presentations regarding technological, environmental or financial innovations in the design, location, construction, rehabilitation or funding of housing which further overall Housing goals and objectives.

Policy 03.07.02
The City's Affordable Housing Advisory Committee (AHAC) shall periodically review the land development regulations to assess potential areas of improvement in the provision of affordable housing in the city consistent with the goal to deconcentrate poverty.

Policy 03.07.03
Encourage the City's Office of Housing and Urban Improvement, Community Redevelopment Agency and the Pompano Beach Housing Authority to improve the coordination between public and private sectors involved in housing production for all residents including those with very-low, low and moderate incomes in a manner which implements the goal of de-concentration of poverty while mitigating the negative effects of major redevelopment..

Objective 03.08.00 – Sustainable and Resilient Housing

The City shall encourage improvements to existing and proposed housing including higher finished floor elevations, hurricane resistant construction and renovations, and energy efficient design and construction including the use of renewable solar energy resources.

Policy 03.08.01
The City shall, through the mixed use land use and zoning districts and other means, encourage new housing projects which contain compact building design principles, mixed use, pedestrian activity and support multi-modal transportation options.

Policy 03.08.02
The City shall encourage housing projects to have flood resistant finished floor elevations and use renewable energy resources in construction, reduce public infrastructure costs and reduce the impacts on natural resources.

Policy 03.08.03
The City will encourage land developers and builders to comply with the Florida Green Building Coalition, US Green Building Council Leadership in Energy and Environmental Design (LEED) which generally include the following:

- Use of compact building design; energy efficient street lighting; energy efficient automobiles/transit;
- Priority use of small properties in urban areas; use of "brownfield" lands that can be cleaned; use of lands close to sewer and power lines, mass transit or green space;
- Use of very efficient clothes washers; low-flow toilets or waterless urinals; use of reclaimed water; innovative irrigation or drought tolerant plants; use of rain gardens, bioswales and cisterns;
- Use of light-colored exterior walls; buildings shaded on the east and west by trees; properly sized air conditioners; use of ceiling fans; energy efficient appliances and indoor lighting; efficient well-pumping; use of alternate electrical grids. and/or use of solar/natural gas energy;
- Use of building materials with recycled content; eco-friendly insulation; lumber from sustainable sources; or locally produced materials; etc.

Policy 03.08.04
The City shall coordinate with County, State and other agencies to provide educational programs on the benefits of sustainable and resilient housing improvements including elevating existing homes in areas particularly prone to flooding due to sea level rise.



Plan It! Pompano

RECREATION AND OPEN SPACE ELEMENT

Purpose and Direction: The purpose of the Recreation and Open Space Element is to ensure the provision of an extensive park system with well maintained, continually upgraded and relevant facilities and programming to meet the recreational needs of residents and visitors of all ages and abilities.

The City invests in the existing park system and looks for opportunities to expand through strategic land acquisition and to improve multimodal connections between parks and recreational areas. The City will maximize the benefits of the parks and open space system by preserving and enhancing the native landscaping, finding opportunities to utilize appropriate open spaces for solar and other alternative energy infrastructure; utilizing pervious land areas for storage and infiltration of stormwater, all in a manner that supports the City's resilience goals while not detracting from the primary recreational use of the land.

Goals, Objectives, and Policies

Goal 4: Provide safe well-maintained and adequate open space and recreational facilities for all Pompano Beach residents and visitors.

Objective 04.01.00 – Level of Service

Adopt the following levels of service for the provision of recreational facilities and open space.

Policy 04.01.01
Maintain public and private recreation and open space facilities at a level of service of 5-acres for each 1,000 residents and continue to assess community and neighborhood park impact fees to mitigate the impact of new residential development on the park system at a rate of 3-acres per 1,000 residents.

Objective 04.02.00 – Park and Open Space Needs

To insure the continued provision of open space by public agencies and private enterprise.



Policy 04.02.01
To adhere to the open space definitions and standards of permitted uses specified in the implementation section of the Future Land Use Element.

Policy 04.02.02
Support the efforts of Broward County to provide and develop regional parks at the rate of three (3) acres per 1,000 population for the planning period.

Policy 04.02.03
To identify and purchase additional acreage for mini-parks or neighborhood parks subject to availability of sites. Consider purchase of repetitive-loss properties to prevent future flood losses if the properties are appropriately sized and located to serve a beneficial use which may include stormwater features, recreational space and open space facilities.

Policy 04.02.04
At residential developments undertaken by the City, the City shall provide a new park site.

Policy 04.02.05
As the City urbanizes, any parking structures built on park properties should be placed on existing parking lots to the maximum extent practical to avoid the loss of active park space.

Objective 04.03.00 – Maintenance and Upgrade

To insure the provision of existing park and recreational facilities through continued maintenance, upgrading of facilities and total refurbishment.

Policy 04.03.01
The Parks and Recreation Department and the Public Works Department shall jointly cooperate in annually identifying and prioritizing improvements in existing parks and recreational facilities to maintain the parks being provided at the adopted level of service in the Capital Improvements Element.

Policy 04.03.02
To adequately fund the Parks and Recreation Department to optimize the recreational programming at City park and recreation facilities being provided at the level of service established by this plan.

Policy 04.03.03
The Parks and Recreation Department and the Public Works Department shall jointly cooperate in the maintenance of the parks and recreational facilities so as to prepare the facilities in a timely manner for scheduled activities and develop and update appropriate maintenance manuals and schedules for all recreational facilities and parks to provide accountability for oversight of same.

Objective 04.04.00 – Accessibility

To satisfy the accessibility requirements of potential users arriving by various modes of transportation at the parks and recreational facilities.

Policy 04.04.01
To ensure that all recreational facilities and parks are accessible to pedestrians, bicyclists and automobile users and that facilities for each group are separate and clearly marked to avoid conflicts.

Policy 04.04.02
To develop additional bicycle facilities and cooperate with Broward County in the provision of bicycle facilities.

Policy 04.04.03
To provide sufficient handicapped parking spaces and incorporate a barrier free design in the development/renovation of all public facilities.

Policy 04.04.04
To maintain the existing beach access points and parking lots for beachgoers.

Policy 04.04.05
To maintain and enhance the existing recreational facilities which provide physical or visual access to water.

Objective 04.05.00 – Diversity

To encourage the development of facilities and programs which will serve seasonal residents and tourists as well as the resident population.

Policy 04.05.01
To develop a uniform and easily recognizable system of signage to assist in directing potential users to public park sites and recreational facilities.

Policy 04.05.02
To recognize the contribution that private recreational facilities provide in meeting the needs of seasonal residents and tourists and cooperate with them.

Policy 04.05.03
To promote Pompano Beach as a year-round tourist destination.

Policy 04.05.04
To develop a marketing program to inform new residents and seasonal residents about the recreational programs available.

Objective 04.06.00 – Funding

To seek a mixture of public and private funding sources for the acquisition, development, maintenance and programming of recreational facilities.

Policy 04.06.01
Continue to implement the Park Impact Fee Ordinance and continue updating the impact fees as established in the ordinance.

Policy 04.06.02
Impact fees will be spent within the impact fee zones established by Ordinance and can be used for projects including land acquisition, park development, and new or replacement equipment and facilities that provide upgrades, modernization and increased accessibility.

Policy 04.06.03
To review and revise the adopted fee schedules for the various recreational facilities so that the fees charged reflect a reasonable share of the costs of providing these facilities.

Policy 04.06.04
To seek private sponsors for recreational programs to keep these programs affordable for low and moderate income families.

Policy 04.06.05
To obtain grants from governmental agencies for the acquisition of new sites and development of new and existing sites.

Objective 04.07.00 – Coordination

To coordinate the provision of recreational facilities with other municipal, county, state and federal governments.

Policy 04.07.01
Enter into lease agreement with the Broward County School Board to include all the recreational facilities at the public schools within the city limits of Pompano Beach.

Policy 04.07.02
Cooperate with Florida Inland Navigation District concerning the use and development of Exchange Club Park, Alsdorf Park and Harbors Edge Park.

Policy 04.07.03
Uphold the terms and conditions of the lease agreement between the City of Pompano Beach and the City of Lighthouse Point concerning the use and maintenance of Exchange Club Park.

Policy 04.07.04
Participate in county, regional and state level programs to protect and conserve the shoreline through beach renourishment and artificial reef-building programs.

Policy 04.07.05
Continue to encourage the efforts of the Pompano Beach Boys & Girls Club to provide recreational services.



Objective 04.08.00 – Native Landscape

To preserve existing desirable landscaping material and encourage the planting of additional native landscaping material on public properties.

Policy 04.08.01
To install additional landscaping material and irrigation systems on all public parks and recreational facilities.

Policy 04.08.02
To conserve and protect the native vegetation contained on the Arboretum property.

Policy 04.08.03
To incorporate the existing native vegetation into the design of all new parks and recreational facilities.

Policy 04.08.04
To encourage the use of native plants and encourage the removal of undesirable and/or invasive exotic vegetation from all parks and recreational facilities.

Objective 04.09.00 – Outreach

The Parks and Recreation Department and the Parks and Recreation Advisory Board shall work together to encourage residents to attend Board meetings to learn more about their recreational facilities and offerings in order to continue providing high quality parks and recreational services to the residents.

Policy 04.09.01
The Parks and Recreation Department staff and the Parks and Recreation Advisory Board members shall attend neighborhood meetings to learn more about the recreational needs of the residents and promote residential usage of the public parks and recreational facilities.

Policy 04.09.02
The Parks and Recreation Department staff and the Parks and Recreation Advisory Board members shall promote how well maintained and well used parks may increase neighborhood real estate values, provide venues for neighborhood activities, and act as a cohesive factor for the neighborhood residents.

Policy 04.09.03
The Parks and Recreation Department staff and the Parks and Recreation Advisory Board members shall encourage the application of Crime Prevention through Environmental Design techniques in the design, maintenance and rehabilitation use of all parks and recreational facilities.

Policy 04.09.04
The Parks and Recreation Department staff and the Parks and Recreation Advisory Board members shall strive to provide supervision through the use of volunteer neighbors and or paid staff at parks and recreational facilities.

Policy 04.09.05
The Parks and Recreation Department staff and the Parks and Recreation Advisory Board members shall support and promote the Park Ranger Program to ensure it continues to protect the City's investment in the parks and recreational facilities and ensures safe and appropriate behavior.

Objective 04.10.00 – Climate Change Resilience

Create opportunities to utilize parks, open spaces, and green spaces for climate change adaptation and resiliency.

Policy 04.10.01
Parks and Recreation staff will participate in discussions, when appropriate, to understand the relationship between climate change, parks management and community resilience to further the City's sustainability objectives and support the work of the Southeast Florida Climate Change Compact.

Policy 04.10.02
The City shall maintain an inventory of the Parks and open spaces that are vulnerable to climate change impacts (flooding) including those that may be located within future Adaptation Action Areas identified by the City or County. Flood occurrences and associated damages will be recorded and analyzed to determine the most advantageous use of that property for future climate change adaptation.

Policy 04.10.03
The City shall analyze repetitive loss properties to determine if acquisition to avoid future flood damage has a public benefit including use of those properties for multi-purposes including stormwater features, recreational space or open space facilities.

Policy 04.10.04
By 2025, the City will create a plan to prioritize specific parks in which to install renewable energy infrastructure (e.g., solar panels).

Policy 04.10.05
The City will continue its current practice of requiring all City park project's to meet flood-resilient finished floor elevations for new and substantially improved buildings and those buildings will be designed to LEED Silver (or equivalent) performance standards.

Policy 04.10.06
The City will continue to utilize sustainable building and Florida Friendly landscaping design for all park and recreation facilities including retrofitting and renovation projects.

Policy 04.10.07
The City will promote, to the maximum extent feasible, the use of reclaimed water for irrigation on all city parks where infrastructure can be reasonably cost-effectively extended to serve those facilities, even if they are within the County's utility service area.











Plan It! Pompano

PUBLIC SCHOOL FACILITIES ELEMENT

Purpose and Direction: The City of Pompano Beach has an Interlocal Agreement with the Broward County School Board to provide public schools which is updated from time to time based on the School Board's plans and policies. The City is responsible for communicating with the School Board when residential land development applications are submitted to ensure there is sufficient school capacity to serve the future students projected to live in those properties. The goals, objectives and policies in this Element are adopted by all cities in Broward County that sign the Interlocal Agreement with the School Board to ensure public school concurrency is maintained at a consistent County-wide standard.

Goals, Objectives, and Policies

Goal 5A**:** **Public School Concurrency**
The City of Pompano Beach in collaboration with the School Board of Broward County (School Board), Broward County, and non-exempt municipalities (municipalities) shall ensure that public school facilities will be available for current and future students consistent with available financial resources and adopted level of service standards (LOS). This will be accomplished recognizing the School Board's statutory and constitutional responsibility to provide a uniform system of adequate public school facilities and the authority of the City of Pompano Beach for development permitting and comprehensive planning.

Objective 05A.01.00 –

Pursuant to Chapters 163.3177 and 163.3180 F.S. and the Third Amended and Reinstated Interlocal Agreement for Public School Facility Planning (Third ILA), as amended from time-to-time, the City of Pompano Beach shall provide comments to the School Board during its annual preparation, update and adoption of the Five-Year District Educational Facilities Plan (DEFP). The DEFP shall also contain an LOS plan which reflects the data required to demonstrate the achievement and maintenance of the adopted LOS. The School Board shall also ensure that school facilities are planned to meet the long-term planning period of the Public School Facility Element (PSFE) of the City of Pompano Beach Comprehensive Plan, consistent with the provisions of the Third ILA.

Policy 05A.01.01
The financially feasible schedule of the Five-Year District Education Facilities Plan shall be annually adopted into the City of Pompano Beach Comprehensive Plan Capital Improvements Element by reference.

Policy 05A.01.02
The School Board through the adopted Five-Year District Educational Facilities Plan (DEFP) shall depict the capacity needed to achieve and maintain the adopted Level of Service for each Concurrency Service Area within the five- year planning period. These projections are included in the supporting documents of the Public School Facility Element.

Policy 05A.01.03
The DEFP's five-year financially feasible schedule shall provide for the remodeling/renovation of existing schools to meet the identified needs of aging schools and replace worn facilities.

Policy 05.01.04
The DEFP shall be amended on an annual basis to: 1) add a new fifth year; 2) reflect changes in estimated capital revenues, planned capital appropriations costs, planned capital facilities projects, CSAs and school usage; and, 3) ensure the DEFP continues to be financially feasible for the five-year planning period.

Policy 05.01.05
Annually adopted updates to the DEFP and CSA maps shall be coordinated with annual plan amendments to the CIE of the Broward County Comprehensive Plan and comprehensive plans of the municipalities. The annual plan amendments shall ensure that the schedule of capital improvements within the CIE continues to be financially feasible and the LOS will be achieved and maintained.

Objective 05A.02.00 – Concurrency Management System

Broward County shall continue to maintain a county-wide public school facilities concurrency management system for implementation of public school concurrency to ensure that public school facilities are available at the adopted level of service standard concurrent with the impact of proposed residential development.

Policy 05A.02.01
Broward County and the municipalities, in collaboration with the School Board shall implement concurrency management systems consistent with the policies included in the Broward County and municipal public school facility elements, procedures and requirements included within the ILA and Broward County and municipal land development regulations (LDRs).

Policy 05A.02.02
The CSAs shall be the annually adopted school attendance boundaries for each elementary, middle and high school. The maps of the CSAs are maintained in the data and analysis section of the PSFE.

Policy 05A.02.03
The Level of Service (LOS) standard shall be consistent with the Third ILA and hereby establishes for the following school types and LOS for the purpose of establishing a uniform, district-wide LOS for public schools of the same type: 110% of the permanent Florida Inventory of School Housing (FISH) capacity 100% of gross capacity (with relocatable classrooms) for each CSA until the end of the 2018/19 school year; and commencing at the 2019/20 school year, the LOS for each CSA shall be 110% of permanent FISH capacity for each public elementary, middle and high school .

1. School Type A is a bounded elementary, middle or high school that has the equivalent of at least 10% of its permanent FISH capacity available onsite in relocatables. The LOS for School Type A shall be 100% gross capacity (including relocatables).

2. School Type B is a bounded elementary, middle or high school that has less than the equivalent of 10% of its permanent FISH capacity available onsite in relocatables. The LOS for School Type B shall be 110% permanent FISH capacity.

The LOS shall be achieved and maintained within the period covered by the five-year schedule of capital improvements.

Policy 05A.02.04
If adequate capacity is not available in a CSA for a proposed residential development, but capacity exists in one or more contiguous CSAs, the development may proceed consistent with the provisions and procedures in the Third ILA and County and municipal LDRs.

Policy 05A.02.05
If adequate capacity is not currently available in a CSA or contiguous CSA, for a proposed residential development, but capacity is scheduled in the DEFP to be available within 3 years after the issuance of final subdivision or site plan approval, (or functional equivalent), development of the project may proceed in accordance with the provisions and procedures in the Third ILA and County and municipal LDRs.

Policy 05A.02.06
Broward County and the municipalities shall not approve a residential plat or site plan (or functional equivalent) until the School Board has reported that the school concurrency requirement has been satisfied consistent with the provisions and procedures in the Third ILA and County and municipal LDRs.

Policy 05A.02.07
The CSAs shall be established and subsequently modified to maximize available school capacity and make efficient use of new and existing public schools in accordance with the level of service standards and the capacity, taking into account special considerations such as, core capacity, special programs, transportation costs, geographic impediments, diversity programs, and class size reduction requirements to prevent disparate enrollment levels between schools of the same type (elementary, middle, high) and provide an equitable distribution of student enrollment district-wide.

Policy 05A.02.08
The projected student impact of a proposed residential development shall be determined using the student generation rates approved by the School Board and adopted within the Broward County Land Development Code. The student generation rates shall be reviewed and updated at least every 3 years.

Policy 05A.02.09
The public school concurrency approval for residential plats shall expire if development within the plat does not commence within 5 years following the date of County Commission approval.

Objective 05A.03.00 – Proportionate Share Mitigation

The School Board, pursuant to Chapter 163.3180 F.S. and the Third ILA, shall adopt proportionate share mitigation alternatives which provide an option for residential developments unable to meet the public school concurrency requirement. Upon approval of a proportionate share mitigation alternative by the School Board and completion of necessary binding agreements, a development will be deemed to have met the public school concurrency requirement and may proceed.

Policy 05A.03.01
A residential development's proportionate share mitigation value shall be
determined by multiplying the number of additional student stations needed to mitigate the impact of the proposed development on schools within the affected CSA(s) not meeting the adopted LOS standards by the State cost per student station for each school type plus a land impact cost share, if any. Pursuant to Section 163.3180(13)(e)(2), F.S., the applicant's proportionate share mitigation obligation shall be credited toward any other impact or exaction fee imposed by local ordinance for the same need, on a dollar-for dollar basis, at fair market value.

Policy 05A.03.02
Proportionate share mitigation shall enhance the capacity of the schools (or provide for the construction of new schools) serving the proposed residential development. The mitigation shall equate to at least one permanent classroom, which may be funded by one or more residential developments, or other identified funding sources. Mitigation that results in the need for school site(s) shall primarily be the dedication of land. Proportionate share mitigation shall include the following options, as further defined and subject to, procedures and requirements in the Third ILA:

1. Purchase or dedication of needed elementary, middle or high school sites.
2. Construction of capacity improvements identified in years four (4) or five (5) of the DEFP including advancement of such improvements into the first three years of the DEFP.
3. Construction of previously unplanned schools, classroom additions, modular classrooms or similar facilities. Such facility capacity shall be included in the first three years of the DEFP through an amendment approved by the School Board.
4. Construction of the needed capacity at one or more charter schools.
5. Other mitigation options approved by the School Board on a case by case basis contingent upon a School Board finding that the option mitigates the impact of the proposed development.

Goal 5B**:** **Collaborate And Coordinate To Maximize Quality Education**
Maximize collaboration and coordination between Broward County, the School Board and the municipalities, to effectively plan for public elementary and secondary school facilities to meet the current and future needs of Broward County's public school population. Pursuant to Chapter 163.3177 F.S., Broward County and all non-exempt municipalities within the County, shall coordinate and cooperate to ensure the adopted public school facilities elements are consistent with each other.

Objective 05B.01.00 – Land Use Consistency, Compatibility & Adequate Infrastructure

Broward County, the School Board and the municipalities shall establish coordination mechanisms to ensure that the locations of existing and proposed school sites are compatible with and proximate to the existing and planned land uses they serve. Such coordination shall also ensure there is adequate public infrastructure available to serve existing and planned school sites including infrastructure which provides safe access to schools.

Policy 05B.01.01
Broward County, the School Board, and the municipalities will coordinate through the procedures established in the Third ILA and the Broward County and municipal land use planning process to ensure that existing and proposed public school facility sites are consistent and compatible with the land use categories, future land use maps and policies of the County and municipal comprehensive plans and enable a close integration between existing and planned schools and surrounding land uses.

Policy 05B.01.02
Broward County, the School Board and the municipalities shall coordinate to prepare projections of future development and public school enrollment growth and to ensure such projections are consistent with the Broward County and municipal future land use maps and the School Board's Long Range Public School Facilities Map consistent with the procedures and requirements identified in the Third ILA.

Policy 05B.01.03
Consistent with Section 163.3177 (12) (g), F.S., the Broward County PSFE shall include future conditions maps showing existing and anticipated school facilities for the short-term (5 year) and long-term (10 year) planning time frames. Maps 1 through 12 depict the short and long term existing and anticipated public school facilities and ancillary plants.

Policy 05B.01.04
Consistent with provisions and procedures in the ILA, the School Board will advise Broward County and the municipalities of inconsistencies in comprehensive plans and plan amendments with the DEFP and Long-Range School Facilities Plan.

Policy 05B.01.05
The School Board shall monitor and participate in the Broward County and/or local government plat review and site plan review processes, the Development of Regional Impact (DRI) process, the land use plan amendment process and other development order/permit processes that may have an impact on current or planned public educational facilities in Broward County.

Policy 05B.01.06
Broward County, the School Board and the municipalities shall utilize the procedures identified within the Third ILA, including the Staff Working Group and Oversight Committee established by the Third ILA, to coordinate the annual review of school enrollment projections in addition to the preparation and annual reviews of public school facilities elements and ensure that the elements are consistent with each other.

Policy 05B.01.07
The School Board shall annually update and adopt the DEFP and transmit it, including any supplemental amendments, to Broward County and the municipalities, which then shall amend their CIEs to incorporate the updated DEFP consistent with the provisions and procedures of the ILA.

Policy 05B.01.08
Broward County, the School Board and the municipalities shall share and coordinate information through the plat, site plan and school siting processes and procedures identified in the Third ILA to ensure the location, phasing, and development of public school facilities, including additions to existing facilities, is coordinated with the provision of necessary public infrastructure including water and sewer, roads, drainage, sidewalks, mass transit and other infrastructure required to support the public school facilities.

Policy 05B.01.09
Broward County shall coordinate with the School Board and the municipalities through the school siting process identified in the Third ILA and Broward County and municipal platting and site plan approval processes to implement strategies, consistent with Florida's Safe Ways to School Program, which reduce hazardous conditions and provide direct, unobstructed and safe access for pedestrian travel (including sidewalks, bicycle paths, signage and signalization) to existing and new school facilities.

Objective 05B.02.00 – School Facility Siting, Collocation & Design

Broward County, the School Board and the municipalities, pursuant to the Third ILA, shall coordinate the location of public school facilities relative to the location of other public facilities such as parks, libraries and community centers and promote schools to be focal points within the community.

Policy 05B.02.01
In the planning, siting, land acquisition, permitting and development of a new school facility or significant renovation or expansion, the School Board shall coordinate with Broward County and the municipalities on the availability of public facilities, services and grounds (especially for the purposes of collocating parks, libraries, ball fields, community centers, public safety facilities, parking facilities, drainage facilities and other appropriate facilities).

Policy 05B.02.02
Broward County, the School Board and the municipalities shall pursue shared-use and co-location of school sites with County and municipal facilities having similar facility needs, such as libraries, parks, ball fields, other recreation facilities. At a minimum, per the Third ILA, Broward County will look for opportunities to collocate and share use of County facilities when preparing updates to the Schedule of Capital Improvements within the Comprehensive Plan and planning and designing new or renovated facilities.

Policy 05B.02.03
Through the design of school facilities, establishment of school siting standards and pursuit of collocation opportunities, the School Board shall encourage school facilities to serve as community focal points.

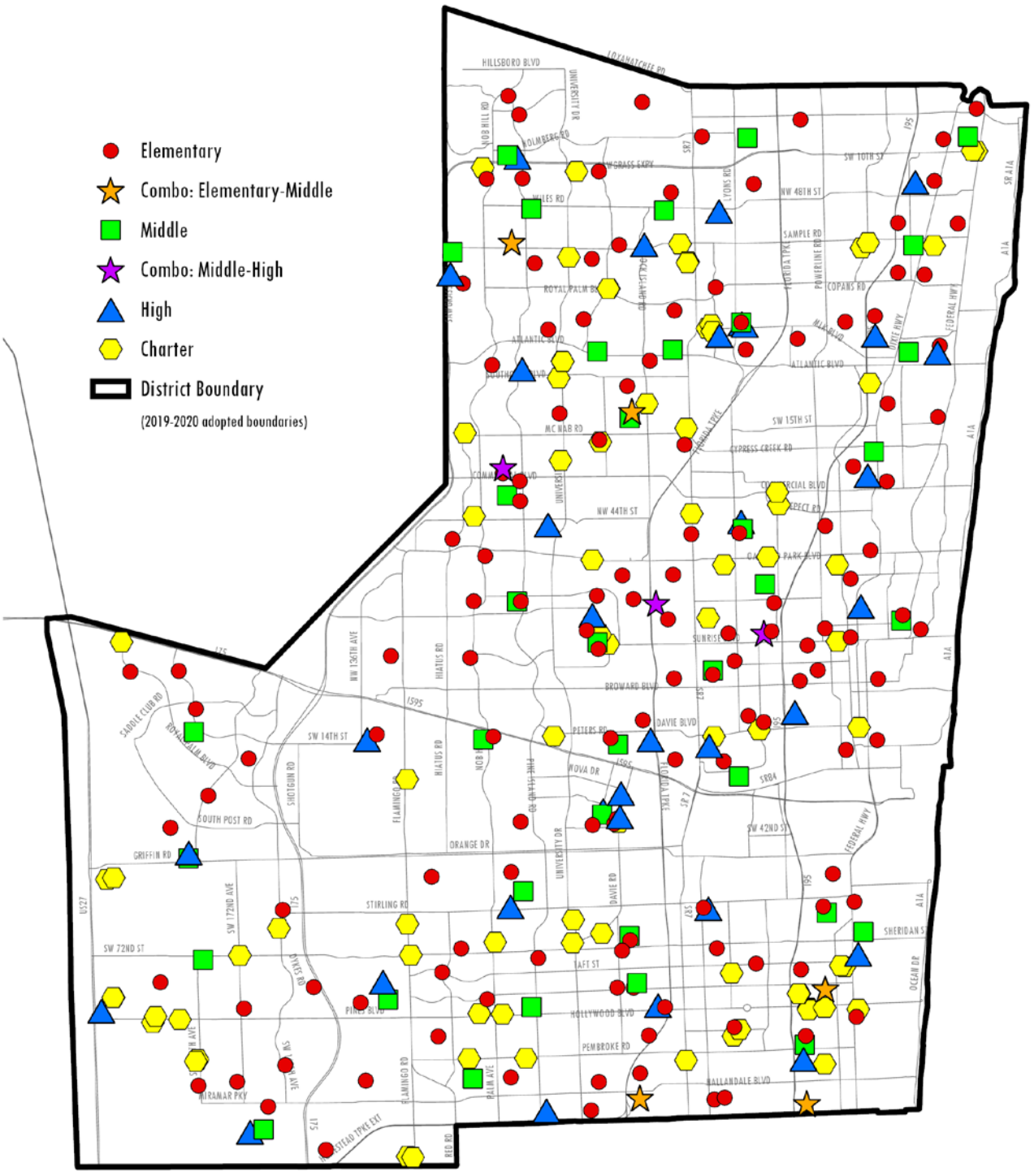
Policy 05B.02.04
Broward County will coordinate with the School Board and the municipalities on efforts to build new school facilities, which are designed to serve as emergency shelters as required by Section 1013.372, F.S., Broward County will also collaborate and coordinate with the School Board and the municipalities on emergency preparedness issues through the County's Emergency Operating Center.

ATTACHMENT A
LIST OF ADOPTED MAPS FROM BROWARD COUNTY'S COMPREHENSIVE PLAN

MAP #	
	Short-Range (2018-2023)
PSF-A	Existing Public School Facilities (2018)
PSF-B	Future Conditions – Elementary Schools – Five-Year Plan
PSF-C	Future Conditions – Middle Schools – Five-Year Plan
PSF-D	Future Conditions – High Schools – Five-Year Plan
PSF-E	Future Conditions – Charter Schools – Five-Year Plan
	Long-Range (2018-2028)
PSF-F	Future Conditions – Elementary Schools – Ten-Year Plan
PSF-G	Future Conditions – Middle Schools – Ten-Year Plan
PSF-H	Future Conditions – High Schools – Ten-Year Plan

EXISTING PUBLIC SCHOOL FACILITIES - 2018

FIG. PSF-A



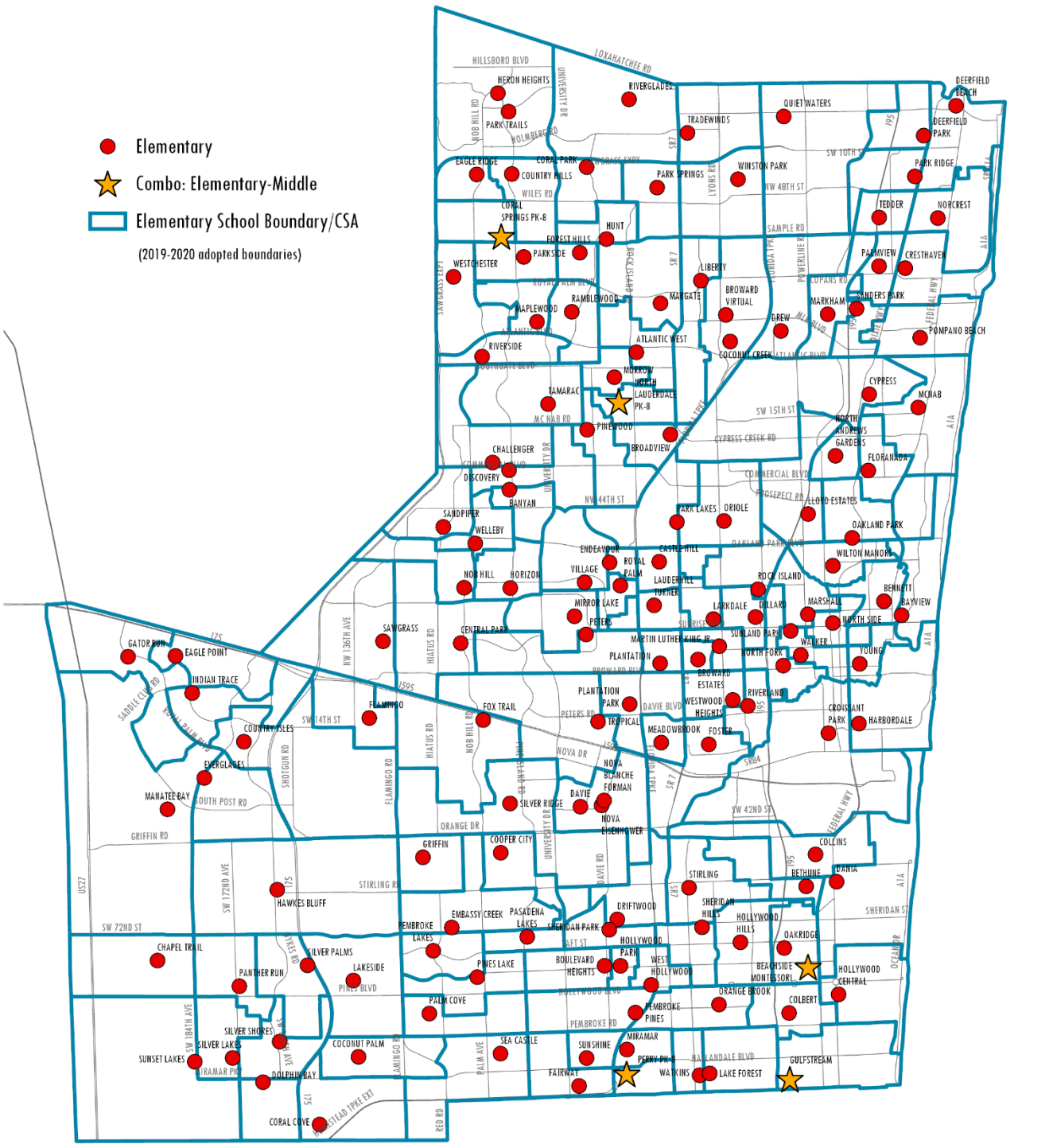
BROWARD COUNTY FLORIDA

Prepared By:
Planning and Development Management Division
Environmental Protection and Growth Management Department

#14189 aldietz 1-22-2020

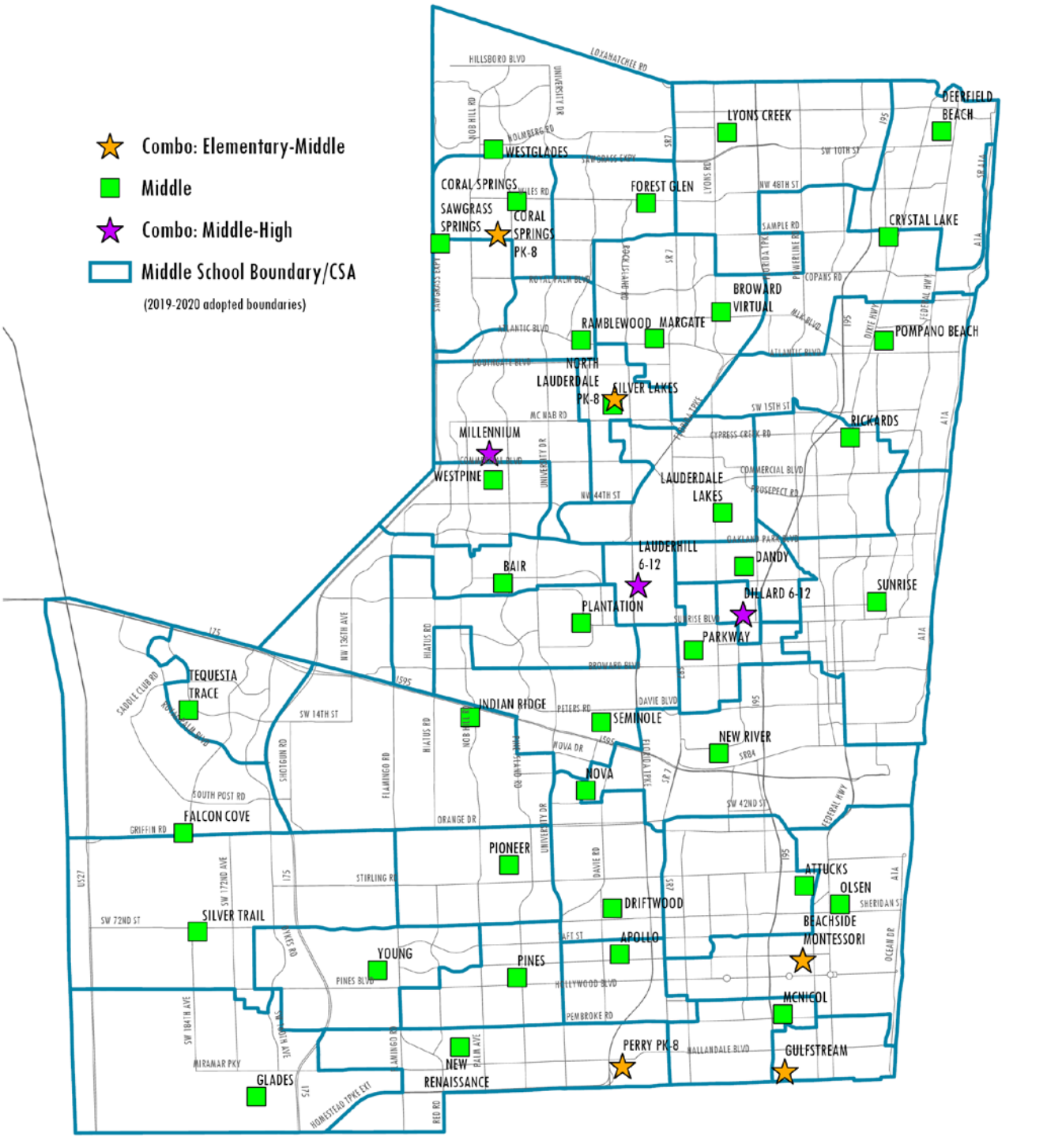
FUTURE CONDITIONS - ELEMENTARY SCHOOLS FIVE YEAR PLAN (2018-2023)

FIG. PSF-B



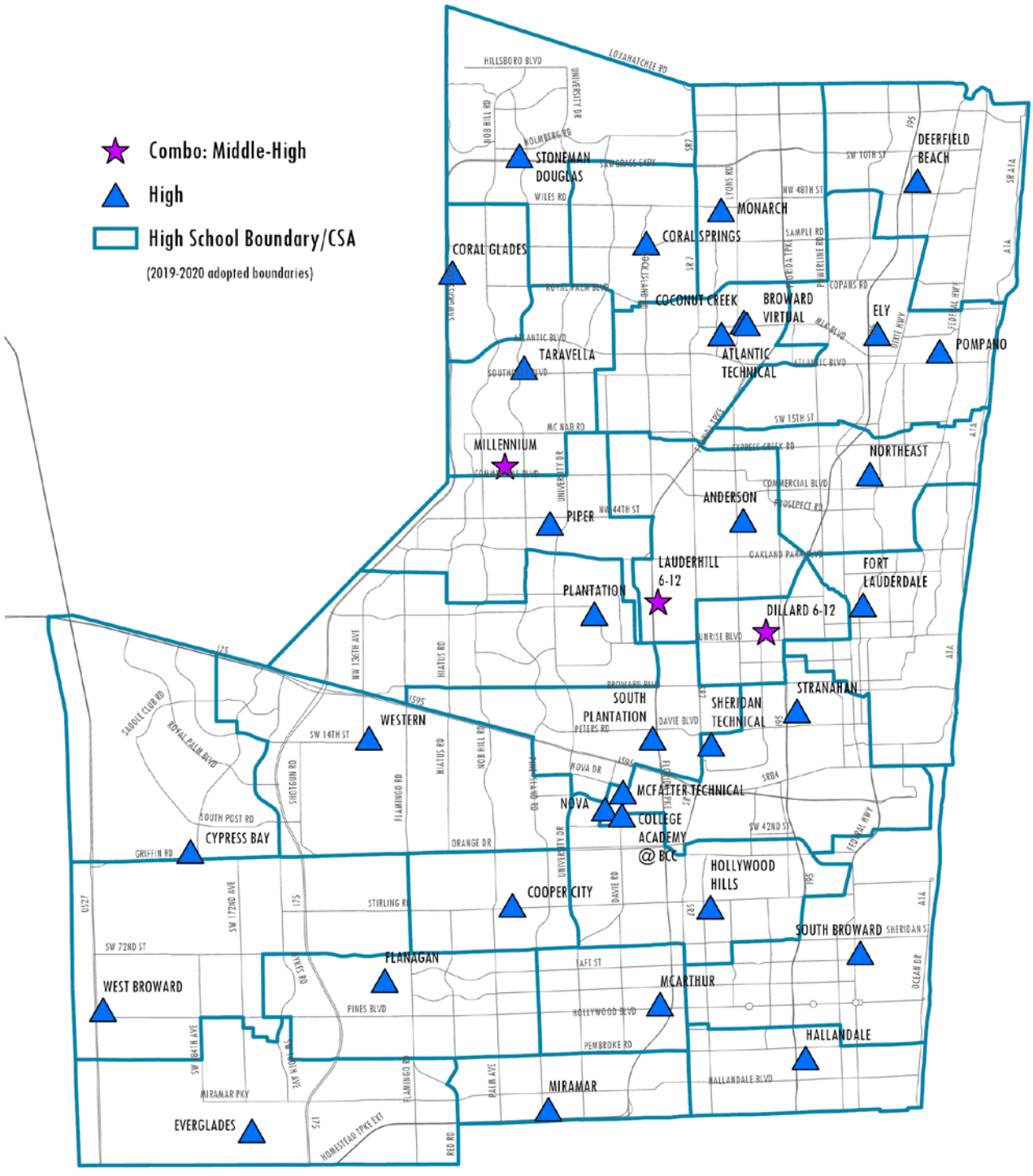
FUTURE CONDITIONS - MIDDLE SCHOOLS FIVE YEAR PLAN (2018-2023)

FIG. PSF-C



FUTURE CONDITIONS - HIGH SCHOOLS FIVE YEAR PLAN (2018-2023)

FIG. PSF-D



SOURCE: BROWARD COUNTY PUBLIC SCHOOLS

This map is for conceptual purposes only and is not intended for legal boundary determinations.

BROWARD COUNTY FLORIDA

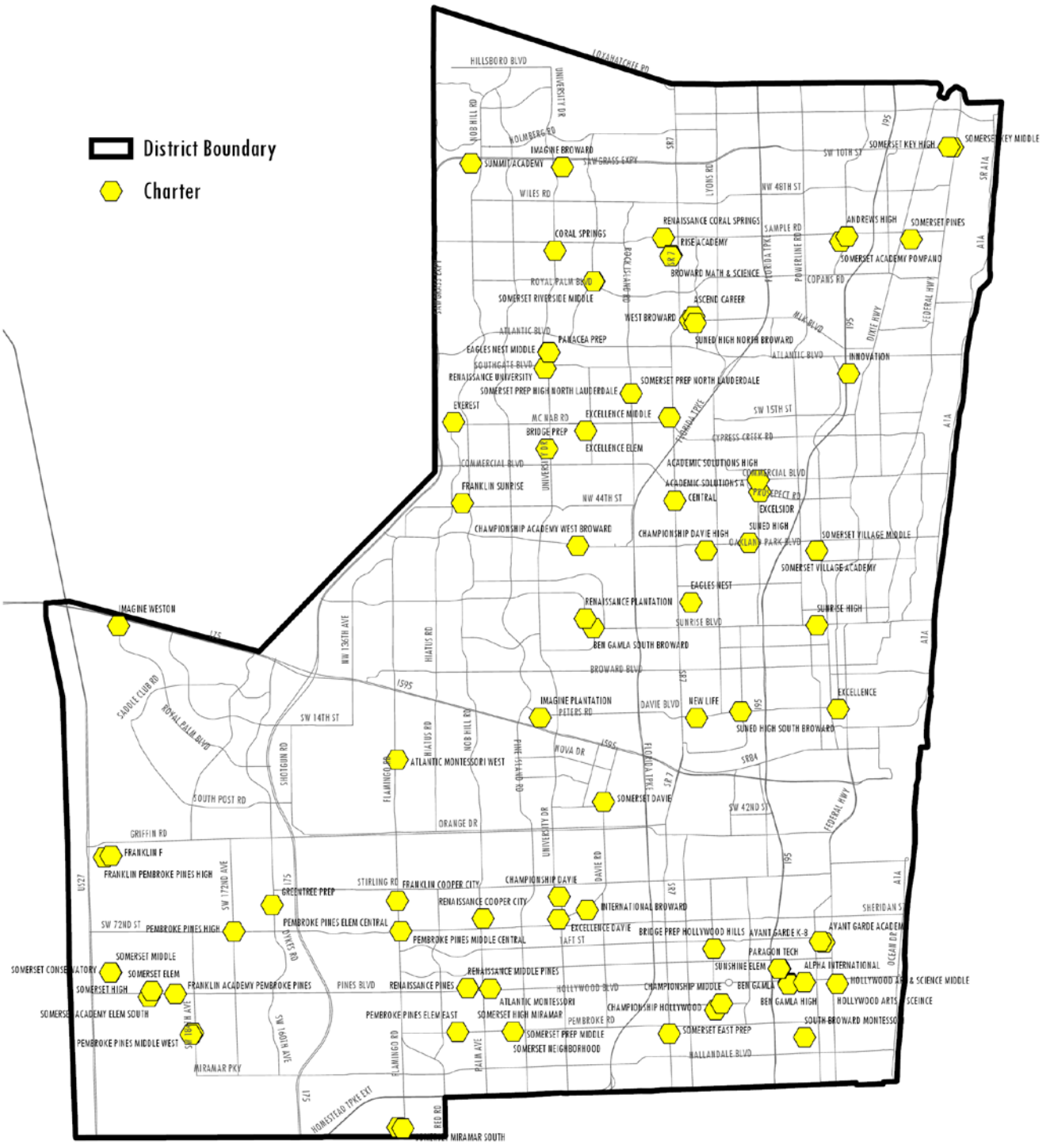
Prepared By:
Planning and Development Management Division
Environmental Protection and Growth Management Department

0 1.25 2.5 Miles

#14184 aldietz 12-4-2019

FUTURE CONDITIONS - CHARTER SCHOOLS FIVE YEAR PLAN (2018-2023)

FIG. PSF-E



SOURCE: BROWARD COUNTY PUBLIC SCHOOLS

This map is for conceptual purposes only and is not intended for legal boundary determinations.

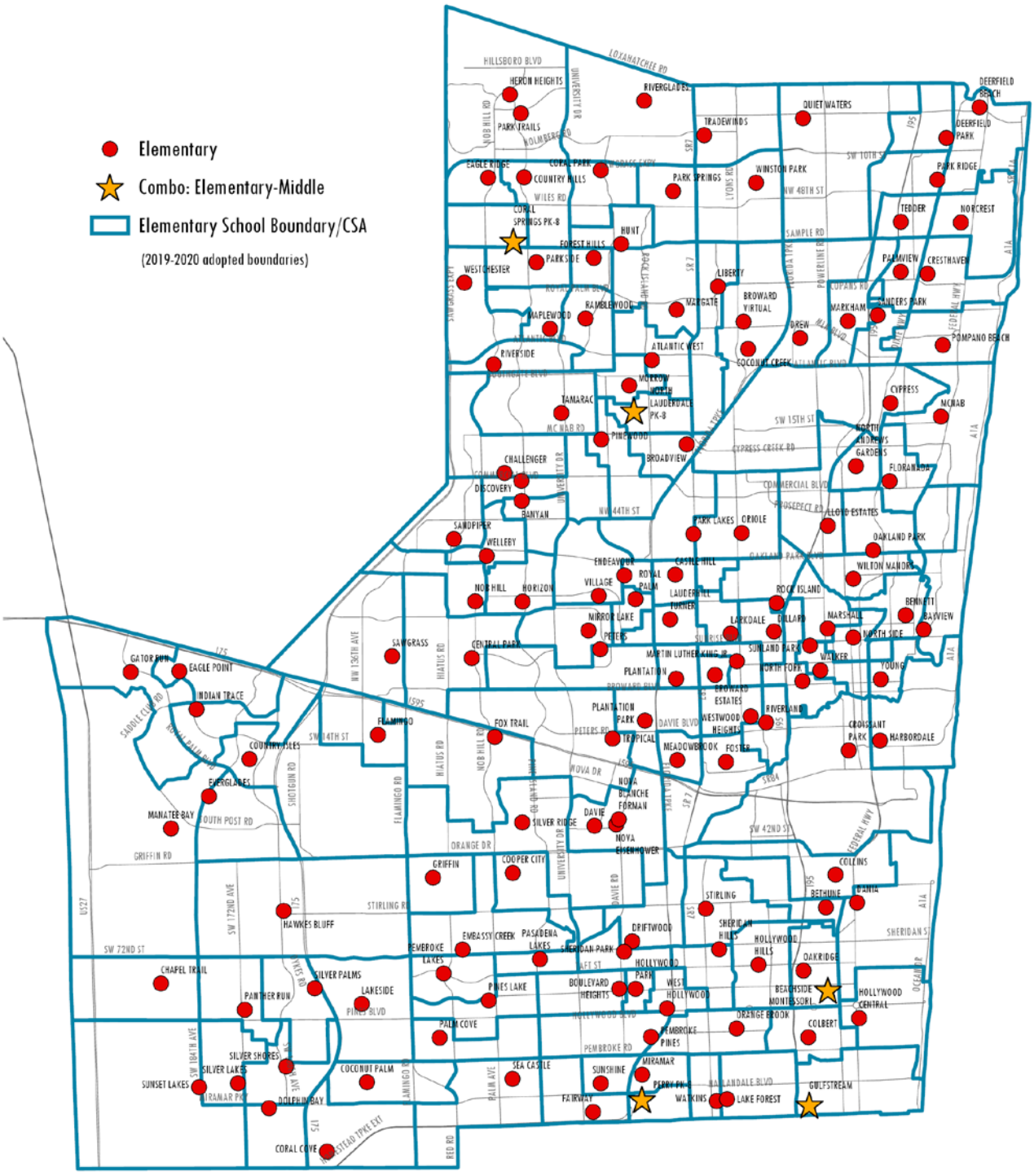
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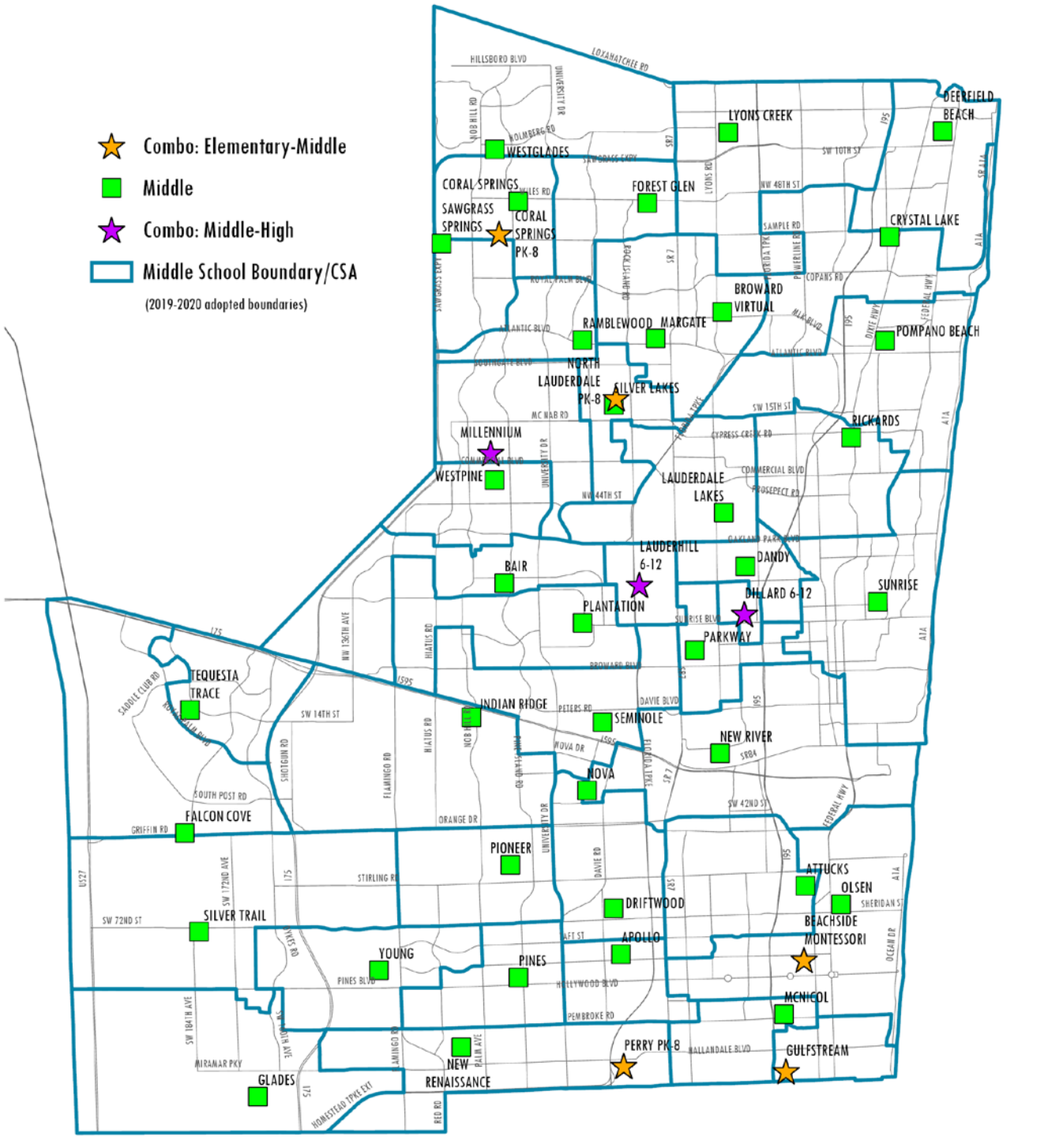
FUTURE CONDITIONS - ELEMENTARY SCHOOLS TEN YEAR PLAN (2018-2028)

FIG. PSF-F



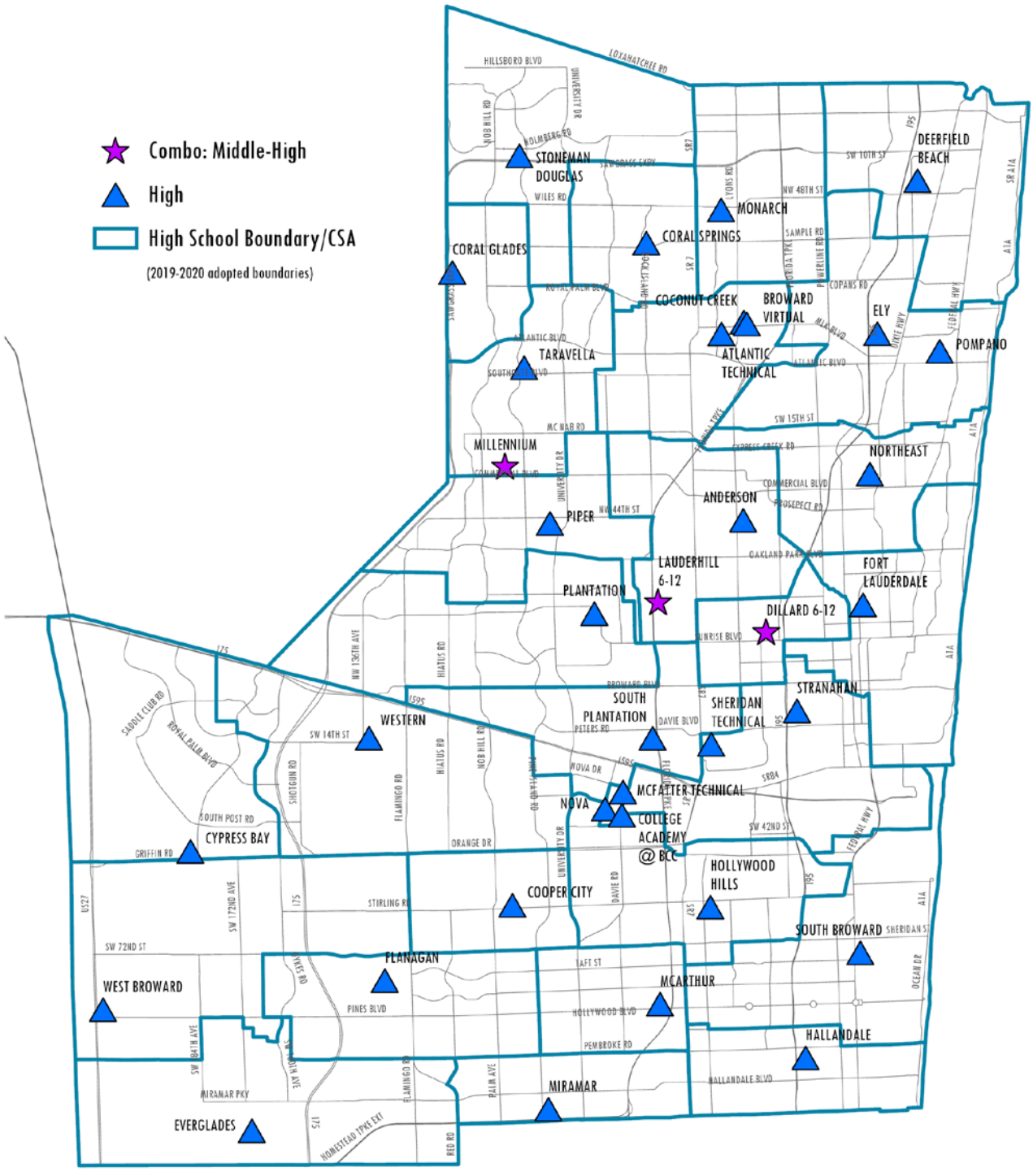
FUTURE CONDITIONS - MIDDLE SCHOOLS TEN YEAR PLAN (2018-2028)

FIG. PSF-G



FUTURE CONDITIONS - HIGH SCHOOLS TEN YEAR PLAN (2018-2028)

FIG. PSF-H



BROWARD COUNTY FLORIDA

Prepared By:
Planning and Development Management Division
Environmental Protection and Growth Management Department



Plan It! Pompano

SANITARY SEWER SUB-ELEMENT

Purpose and Direction: The purpose of the Sanitary Sewer Sub-element is to set the policy direction to enable delivery of wastewater collection, transmission and treatment services that are efficient, reliable and protect the environment and neighborhoods from avoidable sewage spills due to infrastructure operation, maintenance, or design failures.

The goal of this sub-element is to provide wastewater systems designed and maintained at the highest level to be durable, resilient, and sustainable to serve future generations to the maximum extent feasible and cost effective.

Goals, Objectives, and Policies

Goal 6: Sanitary Sewer service shall be provided and maintained in an efficient and cost effective manner that will ensure public health, safety and quality of life, while protecting the environment.

Objective 06.01.00 – City Service Area

The City will provide sanitary sewer service to the remaining unserved developed areas of the City's Utility Service Area.

Policy 06.01.01
Improvements in areas already developed but which are not presently served by sanitary sewers and in the Pompano Canal Water Body Identification (WBID) shall be high priority capital projects.

Policy 06.01.02
Where sanitary sewer infrastructure is required concurrent with private development, it shall be the responsibility of the developer to provide these systems (except in unique State or Federal grant situation).

Policy 06.01.03
Whenever possible, the City shall attempt to supplement sanitary sewer improvements with funding from County, State and Federal sources.

Policy 06.01.04
The City shall require that all new residential, commercial and industrial development be serviced by centralized wastewater systems.

Policy 06.01.05
The City shall comply with all operations and reporting regulations.

Policy 06.01.06
The City shall follow recommended maintenance industry standards and construct required improvements to assure proper operating capabilities as in Capacity Management and Operation Maintenance (CMOM) as recommended in the approved Sanitary Sewer Master Plan.

Policy 06.01.07
The City of Pompano Beach will continue to provide and maintain sanitary sewer services to sections of the Town of Lauderdale by the Sea to ensure public health, safety and quality of life per the current agreement.

Objective 06.02.00 – Level of Service

The following level of service standards shall be the minimum levels of service standards for the providers of sanitary sewer services within the city limits of the City of Pompano Beach.

Pompano Beach: 17 million gallons per day in Treatment Design Capacity
14.68 million gallons used per day in 2018
Broward County: 95.000 million gallons per day in Treatment Design Capacity
70.500 million gallons used per day in 2018
Areas served by Septic Tanks

- Area "A" – mainly city property, will be served with sewer within this planning horizon.
- Area "B" – redevelopment will be required to install sanitary sewer in this area
- Area "C" - sanitary sewer system is under design
- Area "D" – sanitary sewer system has been completed and is operational
- Area "E" – redevelopment will be required to connect to Broward County's system

Policy 06.02.01
The City shall continue to monitor Broward County Water and Wastewater Services, the provider of sanitary sewer treatment services, on an annual basis in order to ascertain that the established levels of service standards are maintained.

Policy 06.02.02
Capital improvement projects undertaken to maintain the established levels of service will be implemented, when needed, and at such time as improvements are identified, they will be included in the Capital Improvement Element of the Comprehensive Plan.

Policy 06.02.03
Review the adequacy of capacity every five years as part of the Wastewater Master Plan update.

Objective 06.03.00 – Other Service Providers

Broward County Water and Wastewater Services shall provide and maintain sanitary sewer service in their service area to ensure public health, safety and quality of life.

Policy 06.03.01
Improvements in areas already developed but which are not presently served by sanitary sewers and are in the Pompano Canal Water Body Identification (WBID) watershed shall be high priority capital projects.

Policy 06.03.02
Whenever possible, Broward County Water and Wastewater Services should attempt to supplement sanitary sewer improvements with funding from other sources, in order to keep costs low for residents and businesses.

Policy 06.03.03
Broward County Water and Wastewater Services should require that all new residential, commercial and industrial development be serviced by centralized wastewater systems where financially feasible.

Objective 06.04.00 – Improvement Needs

The City Utilities Department will continue to assess the sanitary sewer collection and transmission infrastructure and correct deficiencies in a timely manner.

Policy 06.04.01
The City Utilities Department will prepare/update a sanitary sewer master plan every five years, as needed, in order to assist with the prioritization of the Capital Improvement Plan projects.

Policy 06.04.02
The City's Capital Improvement Plan shall be the yearly funding document for the rehabilitation or replacement of the City's sanitary sewer facilities.

Policy 06.04.03
The City's Utilities Department will assess periodically the City's sanitary sewer system through a Capacity Management and Operation Maintenance (CMOM) Plan or other assessment tool, such as televised inspections or hydraulic modeling, in order to assist with the prioritization of Capital Improvements for maintenance and/or capacity improvements.

Policy 06.04.04
The City's Utilities Department will continue to perform normal operating maintenance and repairs as needed to minimize emergency repairs.

Policy 06.04.05
The City's Utilities Department will continue to monitor and assess the condition of Lyons Park (Design/2019 – Construction/2020) and Liberty Park sanitary sewer lines and facilities to determine the feasibility of implementing capital projects to relocate sanitary sewer lines presently located in the rear yard easements, or identify emerging technologies which would allow for in place rehabilitation of gravity sewer lines.

Policy 06.04.06
The City's Utilities Department shall manage the City's sanitary sewer system and facilities in order to minimize any impacts to the environment.

Policy 06.04.07
The City's Utilities Department shall monitor and minimize the inflow and infiltration into the sanitary sewer system.

Policy 06.04.08
The City's Utilities Department shall maintain adequate resources (staff and equipment) to respond to operational problems before they become sanitary sewer overflows, which may impact the environment.

Policy 06.04.09
When public power is interrupted the City's Utilities Department shall have adequate portable or stationary generators, or portable automatic by-pass pumps to maintain service to City's lift stations.

Policy 06.04.10
Private lift stations shall have the proper signage as required by Florida Administrative Code Chapter 62-604, Broward County Code of Ordinances Chapter 27.

Objective 06.05.00 – Coordination

The City shall coordinate with Broward County Water and Wastewater Services, which serves customers inside the City limits and provides wastewater treatment through the Large User Agreement.

Policy 06.05.01
Coordinate with Broward County Water and Wastewater Services for the provision of wastewater services to City of Pompano Beach residents who are located in Broward County's service area.

Policy 06.05.02
Maintain the Large User Agreement with Broward County for the provision of wastewater treatment services

Policy 06.05.03
Obtain and maintain the memorandum of agreement with Broward County Water and Wastewater Services which allows the City to receive wastewater for treatment into reuse water.

Policy 06.05.04
Maintain and increase the wholesale reuse water contract with Broward County Water and Wastewater Services for their service area

Policy 06.05.05
Maintain the agreement with the Town of Lauderdale by the Sea for the transmission of raw sewage received from the Town of Lauderdale by the Sea master lift station at Seagrape Drive be treated at the Broward County Wastewater Treatment Plant.

Policy 06.05.06
Maintain the agreement with FDOT for the acceptance of raw sewage from the Florida's Turnpike's Pompano Beach service plaza.

Policy 06.05.07
Continue coordinating with other utilities and the scientific community to find the ultimate water-supply solution of large-scale, affordable treatment processes that improve wastewater treatment to the point where treated wastewater can be re-used as drinking water.

Objective 06.06.00 – Funding

Continue to operate the sanitary sewer system as an enterprise fund.

Policy 06.06.01
Continue the practice of hiring a consultant to do a yearly rate study on the sanitary sewer rates to insure that the rates are sufficient to support the water and sanitary sewer bonds, needed capital improvements and operating expenses for the sanitary sewer system,

Policy 06.06.02
Adjust sanitary sewer rates in accordance with the rate study.

Policy 06.06.03
To reduce the discharge of treated wastewater through the ocean outfall or into deep wells, to reduce the use of potable water for irrigation, and to provide additional funding to support the expansion of the reuse water infrastructure system, consider making the connection and use of available reuse water mandatory in all service areas in the City.











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POTABLE WATER SUB-ELEMENT

Purpose and Direction: The purpose of the Water Sub-Element is to set the policy direction to enable delivery of potable water services that are efficient, affordable and reliable even during a time of increasing threat to fresh water supplies due to sea level rise and the salt water intrusion that is part of the inevitable impacts of climate change.

The goal of this element is to protect our fresh water supply and maintain water treatment and distribution systems designed and maintained at the highest level to be durable, resilient, and sustainable to serve future generations to the maximum extent feasible and cost effective.

Goals, Objectives, and Policies

Goal 7A: Provide safe, reliable, sustainable, cost effective potable water to all residents and business within the City's water utility service areas and make the capital improvements necessary to maintain or improve potable water services.

Objective 07A.01.00 – Health & Safety

The City shall ensure the provision of a safe supply of potable water to customers in its service area through regulatory compliance and best operating and management practices.

Policy 07A.01.01
Deliver safe and reliable potable water to residents and businesses in the City of Pompano Beach service area.

Policy 07A.01.02
Maintain a conservation rate structure for potable water that provides a minimum level of usage at a cost effective rate.

Policy 07A.01.03
Provide sufficient water to meet system designed fire flows while maintaining required system pressure.

Policy 07A.01.04
Comply with all potable water standards and reporting requirements.

Policy 07A.01.05
Potable water service providers should notify customers of supply interruptions as soon as possible.

Policy 07A.01.06
Minimize the interruption of potable water service to customers and wasted water by responding quickly to breaks in water mains.

Policy 07A.01.07
Follow industry standards in disinfecting water mains in order to maintain optimum chlorine residual levels.

Policy 07A.01.08
The City of Pompano Beach shall review all proposed land use plan map amendments within the City limits for adequacy of water supplies.

Objective 07A.02.00 – Level of Service

The City of Pompano Beach shall maintain the level of service standard of 161 or lower gallons per capita per day.

Policy 07A.02.01
Capital improvement projects undertaken to maintain the established level of service standard will be included in the Capital Improvement Element of the Comprehensive Plan and implemented through the 5-Year Capital Improvements Plan (CIP) which is updated annually.

Policy 07A.02.02
The projected levels of service shall be the minimum levels of service maintained during the ten (10) year review period of the Consumptive Use Permit and ten (10) year Water Supply Plan planning periods.

Policy 07A.02.03
The City shall evaluate the level of services standards every five years in order to determine continued applicability.

Policy 07A.02.04
The design capacities and current (2007) demands for the Pompano Beach Water Facility and the Broward County Water Facilities 1A and 2A are as follows:

Pompano Beach Water Treatment Capacity

Lime Softening Plant:	40.00 million gallons per day in Design Capacity
Membrane Plant:	10.00 million gallons per day demand in 2019
Total:	50.00 million gallons per day in Design Capacity
	15.41 million gallons per day in 2019 demand

Broward County Water Treatment Capacity

2A Plant	40.00 million gallons per day in Design Capacity
	12.9 million gallons per day in 2019 demand
1A Plant	16.0 million gallons per day in Design Capacity
	7.45 million gallons per day in 2019 demand

Policy 07A.02.05
Update the Water Master Plan every five years.

Policy 07A.02.06
Review the decennial U.S. Census data and compare to the City's projected population projections to determine if any adjustments in population expectations are necessary.

Policy 07A.02.07
Prior to site plan approval, the anticipated water demand for a project will be determined to ensure that adequate water supply will be available to serve the new development.

Objective 07A.03.00 – Coordination with Other Entities

The City shall, through the use of Interlocal Agreements, provide potable water service to customers in Lighthouse Point and Lauderdale by the Sea; will work with Broward County Utilities which serves customers inside the City limits; and will maintain interconnections to these potable water systems.

Policy 07A.03.01
Continue to provide safe and reliable potable water services to the City of Lighthouse Point service area in accordance with the adopted Interlocal Agreement.

Policy 07A.03.02
Maintain an Interlocal Agreement or memorandum of understanding with the Town of Lauderdale by the Sea for the continued provision of safe and reliable potable water services.

Policy 07A.03.03
Maintain agreements for the delivery of safe and reliable potable water to City of Pompano Beach residents which are served by Broward County Water & Wastewater Services.

Policy 07A.03.04
Monitor development near the Town of Hillsboro Beach wellfield (925 NE 36th Street), which is located within the City of Pompano Beach city limits, to assist them in protecting their water supply. With continued sea level rise, salt water intrusion will eventually become a threat to that wellfield.

Policy 07A.03.05
Maintain agreements or memoranda of understanding which provide for various interconnections with other potable water entities which operate their own potable water systems

Policy 07A.03.06
Share information concerning ongoing water supply needs, especially through the 10-year Water Supply Plan process, with City of Lighthouse Point, Town of Lauderdale by the Sea, and Broward County.

Policy 07A.03.07
Coordinate with the City of Lighthouse Point and Broward County in the implementation of alternative water supply projects (primarily water reuse), establishment of level of service standards and resource allocations.

Objective 07A.04.00 – Capital Improvements

Taking into account recent technology advances and regulatory requirements, the City shall review and revise priorities for the replacement of facilities, correction of any existing water supply and facility deficiencies and provisions for future water supply and facility needs, as developed in the Water Master Plan, for inclusion in the City's 5 year Capital Improvement Plan and Capital Improvements Element.

Policy 07A.04.01
The construction of capital improvements will be prioritized based upon periodic review of the Water Supply, Treatment and Reuse Master Plans, accounting for changes in recent technology advances and regulatory requirements.

Policy 07A.04.02
Where potable water infrastructure improvements are required concurrent with private development, it shall be the responsibility of the developer to provide these systems (except in unique State or Federal grant situation).

Policy 07A.04.03
Whenever possible, the City shall attempt to supplement potable water improvements with funding from additional revenue sources including the issuance of City revenue bonds.

Policy 07A.04.04
Prepare Master Plans for system improvements and submit recommended improvements for the first five years in the City of Pompano Beach Capital Improvement Plan. Water system improvements shall include improvements to the Water Treatment Plants, the Water Reuse Plant, the reuse distribution system, the potable water distribution system or the wellfields

Policy 07A.04.05
The Utility Department will update the Water and Reuse Master Plans every 5 years.

Policy 07A.04.06
Upgrade water mains and lines, as suggested in the Water Master Plan, at strategic locations to meet current and future demand as well as maximize water quality, sustainability and maintain fire flows.

Policy 07A.04.07
To minimize the interruption of potable water service to customers due to breaks in water mains, the City's Capital Improvement Plan will follow recommendations in the Water Master Plan which addresses water line replacement at an economically feasible rate.

Policy 07A.04.08
To minimize rate increases for customers, the City's Capital Improvement Plan will follow the recommendations of the Water Master Plan, Water Supply Plan, Asset Management Program and staff considerations which address the replacement of capital equipment near the end of the equipment life expectancy.

Policy 07A.04.09
Rates for potable water usage shall include adequate funding for capital improvements and regulatory requirements.

Objective 07A.05.00 – Water Reuse

The existing water reuse facility will reduce consumption of potable water supplies for non-potable water purposes, thereby conserving limited supplies of potable water.



Policy 07A.05.01
Water reuse practices in the aquifer recharge areas will assist in the replenishment of the aquifer and slow the westward flow of the saltwater intrusion line.

Policy 07A.05.02
Continue to invest a minimum of $400,000 per year in the construction of reuse distribution lines for the Reuse Water plant to enable residents, businesses and city properties to utilize reuse water for outdoor irrigation.

Policy 07A.05.03
Update the Water Reuse Master Plan every five years.

Policy 07A.05.04
Seek available grants (federal, state and local) for the expansion of the reuse water distribution system.

Policy 07A.05.05
To decrease potable water usage for irrigation, slow the westward movement of the salt water intrusion line, and reduce treated wastewater disposal demand, consider enacting a mandatory reuse connection for all residential properties like the one that exists for multifamily, commercial and Lighthouse Point customers.

Policy 07A.05.06
Install reuse distribution lines at a rate to meet the needs identified in the Lower East Coast Water Supply Plan.

Policy 07A.05.07
Upgrade the Water Reuse Facility to include advanced treatment in order to meet future water quality regulatory requirements.

Objective 07A.06.00 – Other Alternative Water Supply Sources

Policy 07A.06.01
The City shall pursue alternative water supply sources as recommended in the Water Master Plan based on need.

Policy 07A.06.02
Develop alternative water supplies, such as reuse or buying into the C-51 basin project, to satisfy projected water demands.

Policy 07A.06.03
Develop partnerships with other utilities, in order to minimize cost increases of investigating other alternative water supplies such as the use of reuse water, stormwater reservoirs and stormwater recharge.

Policy 07A.06.04
Explore the water storage capabilities of the C-51 storage facility and invest in that project's capacity to meet the City's water needs.

Objective 07A.07.00 – Conservation

Conserve potable water resources through a proactive water conservation program.

Policy 07A.07.01
Maintain the existing water surcharge fee which is levied during times of water shortages.

Policy 07A.07.02
Current and future raw water withdrawals shall comply with the requirements of the SFWMD consumptive use permit

Policy 07A.07.03
For all new building permits, water conserving fixtures shall be required.

Policy 07A.07.04
Encourage the planting of "Florida Friendly" plants and support "Florida Friendly Best Management Practices for Protection of Water Resources by Green Industries".

Policy 07A.07.05
Continue the public education program to encourage water conservation and to provide technology upgrades, like the free Dropcountr App, to provide the most recent tools for water use monitoring and conservation.

Policy 07A.07.06
Maintain leak prevention and detection program such that unaccounted water loss is maintained at less than 10%.

Policy 07A.07.07
Continue to implement a formal water conservation program as required by the Consumptive Use Permit.

Policy 07A.07.08
Revise the Code of Ordinances to include updates to the water conservation program

Policy 07A.07.09
Participate in Broward County's water conservation programs, such as the "Mobile Irrigation Lab" and "Know the Flow".

Policy 07A.07.10
Comply with Broward County's year round irrigation rule as referenced in the City of Pompano Beach 10 year Water Supply Plan.

Objective 07A.08.00 – Aquifer Resource and Protection

The City shall operate the potable water system and water reuse system in a manner that treats the Biscayne Aquifer as a renewable resource and protects it from depletion.

Policy 07A.08.01
The City shall adhere to the restrictions of the Wellfield Protection Ordinance.

Policy 07A.08.02
The City shall adhere to the restrictions of the Consumptive Use Permit.

Policy 07A.08.03
Protect the integrity of the two wellfields by designating wellfield sites with a suitable land use designation which restricts inappropriate development.

Policy 07A.08.04
Protect the integrity of the two wellfields by City ownership of the wellfield sites or restrictive easements on the wellfield sites and water lines from the wells.

Policy 07A.08.05
Continue to monitor saltwater intrusion so that timely action can be taken to protect the eastern wells to the maximum extent possible and to determine when they must be removed from use.

Policy 07A.08.06
Slow saltwater intrusion into the eastern wellfield by adding reuse water to recharge the aquifer in the vicinity of the eastern wellfield.

Policy 07A.08.07
Follow recommended practices and make improvements to the wells in the eastern and western wellfields as recommended in the Water Master Plan as necessary to maintain capacity and water quality. Lock in and protect the eight future western well sites in Palm Aire.

Policy 07A.08.08
Review all land use plan map and text amendments, rezonings and site plan applications to ensure that there is sufficient potable water resources available to serve the proposed development.

Objective 07A.09.00 – Maintenance Procedures

Follow recommended utility maintenance industry standards and construct required improvements to assure proper operating capabilities as recommended in the Water Master Plan.

Policy 07A.09.01
Maintain the water treatment plant facility and equipment such that the facility meets all regulatory requirements and that said equipment and facility are maintained and improved as needed.

Policy 07A.09.02
Plant chemicals are handled according to OSHA and SDS sheets to ensure all safety requirements are met in order to prevent accidents resulting in injury, loss of life, disruption of service or costs due to environmental remediation or liability.

Policy 07A.09.03
Ensure the preventative maintenance program for wells meets sanitary survey requirements.

Policy 07A.09.04
Maintain a leak prevention and detection program such that unaccounted water loss is maintained at less than 10%.

Policy 07A.09.05
Maintain an active Emergency Response Plan to prevent loss of human life, damage to property and to provide for continuation of service in the event of natural or man-made disaster.

Policy 07A.09.06
Maintain current interconnects with other Utilities to provide water in an emergency, and upgrade interconnects to meet backflow prevention requirements.

Policy 07A.09.07
Maintain mutual aid agreements with organizations such as FLAWARN in order to mitigate disasters.

Policy 07A.09.08
The water treatment facility, water reuse facility and distribution system shall maintain 100% compliance with all regulations.

Objective 07A.10.00 – Regulatory Matters

Comply with all water quality, operations and reporting regulations.

Policy 07A.10.01
Ensure Department of Environmental Protection inspections result in a finding of compliance.

Policy 07A.10.02
Protect wells such that water quality meets all regulatory requirements.

Policy 07A.10.03
Maintain an effective distribution system per the American Water Works Association (AWWA) standards such that water quality within the distribution system meets regulatory requirements and water delivery meets demand.

Policy 07A.10.04
Meet regulatory requirements as well as AWWA standards for flushing, backflow prevention, valve exercising and cross connection control.

Policy 07A.10.05
To ensure coordination of the Comprehensive Plan with the Lower East Coast (LEC) Water Supply Plan Updates, continue to adopt the necessary updates to the Water Supply Plan within 18 months of any adopted update to the LEC.

Goal 7B: Incorporate the best available data and science, into policy and planning decisions for infrastructure, recognizing the impacts associated with long range climate change.

Objective 07B.01.00 – Southeast Florida Regional Climate Change Compact

The City shall be an active member of the Southeast Florida Climate Change Compact and will follow the policy direction provided by the Compact.

Policy 07B.01.01
The City shall adopt the Southeast Florida Regional Climate Change Compact sea level rise projections, which are anticipated to be updated at least every 5-years, as the basis for sea level rise planning and adaptation initiatives.

Objective 07B.02.00 – Ensure Resiliency

The City shall take actions to maximize the resiliency of existing and future water resources, and water and wastewater infrastructure, from the predicted impacts of climate change which include sea level rise related salt water intrusion and associated fresh water shortages as well as flood damages from increased rain and flooding from rain and storm surge caused by increased hurricane size and intensity.

Policy 07B.02.01
Identify public water infrastructure at risk from sea level rise and other climate change related impacts and provide periodic updated assessments no later than every five years in the Water, Reuse and Wastewater Master Plan.

Policy 07B.02.02
Provide for increases assessments needed for projected water and wastewater management as changing land use patterns occur under the potential impacts of climate change.

Policy 07B.02.03
Protect existing well fields, surface storage facilities, control structures, water and wastewater treatment plants and transmission infrastructure from increased coastal flooding, sea level rise, saltwater intrusion, and other potential climate change impacts, and plan for infrastructure replacement and relocation as needed.

Policy 07B.02.04
Continue to enforce mandatory reuse connection for commercial and multifamily property irrigation when reuse water is available.

Policy 07B.02.05
Continue to support a comprehensive saltwater intrusion monitoring program, together with the South Florida Water Management District and the United States Geological Survey that provides measurable movement of the saltwater intrusion line.

Policy 07B.02.06
Improve resilience against salt water intrusion, and other related impacts of climate change and sea level rise through the Comprehensive Plan related Elements, the Ten Year Water Supply Facility Work Plan, and the Water and Reuse Master Plans.

Objective 07B.03.00 – Intergovernmental Coordination

The City shall create and maintain effective intergovernmental coordination and ongoing communication that supports sustainable water supplies and resource protection while maintaining climate change preparedness.

Policy 07B.03.01
Collaborate with local, regional, state and federal partner agencies on developing the scientific, technical knowledge and integrated modeling efforts and continuous data collection needed to understand the potential impacts of climate change on the region's water resources.



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STORMWATER SUB-ELEMENT

Purpose and Direction: The purpose of the Stormwater Sub-Element is to set the policy direction to enable delivery of stormwater management services that are efficient and reliable even during a time of increasing flood risk due to sea level rise and the projected larger, wetter, slower storms that are part of the climate change portfolio of impacts.

The goal of this element is to provide stormwater systems designed and maintained at the highest level to be durable, resilient, and sustainable to serve future generations to the maximum extent feasible and cost effective.

Goals, Objectives, and Policies

Goal 8:	Stormwater service shall be provided and maintained in an orderly manner that will protect public health, safety, and preserve quality of life to the maximum extent feasible given the additional flooding expected from rising sea levels and heavier rains brought on by climate change.

Objective 08.01.00 – Stormwater Utility

The provision of stormwater services shall be through the enterprise fund known as the Stormwater Utility.

Policy 08.01.01
Improvements to the stormwater system shall follow the Stormwater Management Master Plan, as updated from time to time, and the ranking of projects within.

Policy 08.01.02
Where stormwater management systems are required concurrent with private development, it shall be the responsibility of the developer to provide these systems (except in unique State or Federal grant situations) including such facilities as on-site retention/detention basins, stormwater ponds, pervious areas, underground storage tanks and associated pumps, infiltration or exfiltration trenches, seawalls, swales and other green infrastructure.

Policy 08.01.03
Whenever possible, the City shall attempt to supplement stormwater utility funds with funding from County, State and Federal sources.

Objective 08.02.00 – Priorities

Where existing stormwater facilities have major deficiencies, as identified in the Stormwater Management Master Plan, the City shall attempt to correct twenty-five percent (25%) of the deficiencies every 4 years.

Policy 08.02.01
The policies for the rehabilitation or replacement of the City's stormwater facilities shall be in accordance with the City's Capital Improvements Plan and are prioritized as follows:

1. Where stormwater problems threaten the public health, safety and welfare, projects will be initiated by the City Commission.
2. Other projects will be initiated only after petitions from the area property owners are submitted to the City Commission.

Policy 08.02.02
The City shall implement all improvements to the stormwater infrastructure through the Stormwater Management Master Plan.

Policy 08.02.03
Funding of new stormwater projects shall occur through one or more sources to include but not to be limited to: the Stormwater Utility fund, the State Revolving Fund, Utility Bonds, Grants and other sources as appropriate given the type of improvement and the service area for the project.

Policy 08.02.04
Maintenance of existing local public street stormwater systems shall be the responsibility of multiple Departments including: the Utilities Stormwater Division and the Streets Division of the Public Works Department with funding from the annual operating budget.

Objective 08.03.00 – Level of Service Standards

The City of Pompano Beach shall provide an adequate stormwater system to support the future land use plan and to meet the needs of the tourist and permanent population of Pompano Beach to the maximum extent feasible given the additional flooding expected from rising sea levels and heavier rains brought on by climate change.

Policy 08.03.01
The City of Pompano Beach shall adopt the minimum levels of service standards set for stormwater by the South Florida Water Management District which are intended to mitigate flooding caused by rain events only and do not take sea level rise impacts into consideration:

25-Year Frequency
    72-Hour Duration for allowable discharge
10-year frequency storm
    24-hour duration for the minimum road crown elevation
100-year frequency storm
    24-hour duration for minimum finished floor elevation

Policy 08.03.02
Stormwater discharge water quality shall meet or exceed the criteria found in Article V, Chapter 27 of the Broward County Code of Ordinances.

Policy 08.03.03
The City shall periodically evaluate the projected level of services standards in order to ascertain continued applicability given sea level rise and heavier storms projected due to climate change during the five and ten year planning periods.

Policy 08.03.04
The City shall periodically monitor and inspect the infrastructure systems required by the City's NPDES permit in order to ascertain that the established levels of service standards are being maintained.

Policy 08.03.015
Capital Improvement projects undertaken to maintain the established levels of service standards will be implemented in accordance with the schedule provided in the Stormwater Management Master Plan and will be designed to accommodate the adopted sea level rise projections through a reasonable time period for the improvement.

Objective 08.04.00 – Flood Protection

The City shall make the necessary Capital Improvements to the stormwater system to reduce the threat of flooding to the maximum extent feasible given the additional flooding expected from rising sea levels and heavier rains brought on by climate change.

Policy 08.04.01
The Utilities Department will update the Stormwater Management Master Plan, as needed, in order to assist with the prioritization of the Capital Improvements Plan projects.

Policy 08.04.02
The City's Capital Improvements Plan shall be the yearly funding document for the new construction, rehabilitation or replacement of the City's stormwater facilities.

Policy 08.04.03
The City's Utilities Department will continue to perform normal operating maintenance and repairs as needed to minimize emergency repairs.

Objective 08.05.00 – Environmental Protection

The City's Utilities Department and Public Works shall manage the City's stormwater system and facilities in order to minimize negative impacts to the environment.

Policy 08.05.01
The City's Utilities Department shall maintain adequate resources (staff and equipment) to respond to operational problems before they become flooding problems which affect residents and businesses.

Policy 08.05.02
As the pumping of stormwater and high tide flooding becomes more common due to sea level rise and climate change, the City will continue to require the water quality of receiving waters be maintained to the maximum extent feasible.

Objective 08.06.00 – Coordination

The City shall coordinate with Broward County Utilities, Water and Wastewater Services, which operates Water Management Districts 3 and 4, and the South Florida Water Management District, which operates the Pompano Canal and Cypress Creek Canal inside the City limits and provides stormwater services to the City.

Policy 08.06.01
Coordinate with Broward County for the provision of stormwater services to City of Pompano Beach residents and businesses that are located in Water Management Districts 3 and 4.

Policy 08.06.02
Coordinate with South Florida Water Management District on the operation of Pompano Canal and Cypress Creek Canal, which provide stormwater services to City of Pompano Beach residents and businesses.

Objective 08.07.00 – Funding

Continue to operate the stormwater system as an enterprise fund.

Policy 08.07.01
Hire a rate consultant to conduct an annual study on the stormwater rates to insure that the rates are sufficient to support the needed stormwater capital improvements and operating expenses for the stormwater system.

Policy 08.07.02
Adjust stormwater rates in accordance with the annual rate study.

Policy 08.07.03
Continue to support improvements to the City's tax base and seek alternative funding sources as the cost of infrastructure to address sea level rise and climate change impacts raises the cost of new infrastructure as well as operations and maintenance of the existing drainage system.

Objective 08.08.00 – Climate Change

Improve climate resiliency through use of the best available data and sea level rise impact projections and development of adaptation strategies for areas particularly vulnerable to climate change-related impacts.

Policy 08.08.01
Adopt the Southeast Florida Regional Climate Change Compact sea level rise projections for planning purposes which have recently been updated for 2070 and will continue to be reviewed every 5-years.

Policy 08.08.02
Incorporate the best available data and science, into policy and planning decisions for stormwater infrastructure.

Policy 08.08.03
Improve climate resiliency of existing and future stormwater infrastructure particularly for sea level rise and slower, larger, wetter storms.

Policy 08.08.04
Improve climate resiliency through the development of adaptation strategies for areas particularly vulnerable to climate change-related impacts.

Policy 08.08.05
Create and maintain effective intergovernmental coordination and ongoing communication that supports sustainable water supplies and surface water quality while providing stormwater infrastructure to mitigate and adapt to climate-change related flooding.

Policy 08.08.06
Consider adopting Overlay Zones, Adaptation Overlay Districts or Adaptation Action Areas to identify those areas most susceptible to flooding resulting from high-tide events, storm surge, flash floods, stormwater runoff, and related impacts of sea level rise and develop adaptation strategies and funding methods and sources for those highly vulnerable areas.

Policy 08.08.07
Work cooperatively to identify and evaluate SLR and other water related climate change impacts, such as storm surge, high tide flooding and inland drainage, which will affect the design of transportation infrastructure projects, and the associated stormwater management system, that must provide long-term, functional access to property, services, and evacuation routes in a cost-feasible manner.



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SOLID WASTE SUB-ELEMENT

Purpose and Direction: The purpose of the Solid Waste Sub-Element is to ensure that there is sufficient solid waste capacity to serve the present and future needs of the City. The primary direction of the goals, objectives and policies in this sub-element is to reduce the amount of waste of all kinds generated by residents, businesses and governmental operations in the City.

In this period of climate change, hurricanes are growing in intensity and duration. The City will need to reserve landfill capacity to accommodate unavoidable hurricane related debris so the more solid waste can be reduced on an average daily basis, the more sustainable and resilient the City will be in regard to managing the variability of solid waste disposal needs.

Goals, Objectives, and Policies

Goal 09: Provide a cost efficient solid waste collection and disposal operation, an effective recycling collection service and a program to encourage all existing and future residents and businesses to produce less solid waste.

Objective 09.01.00 – Solid Waste

The City will continue to maintain solid waste collection service adequate to satisfy existing and projected growth consistent with the latest standards and methods acceptable to the City and the County.

Policy 09.01.01
The City shall work with the County and solid waste disposal service providers to assure adequate disposal of future waste.

Policy 09.01.02
The City will continue to oversee and monitor the performance of the franchise company to ensure adequate services are provided in solid waste collection.

Policy 09.01.03
The City shall continue to investigate ways to reduce and dispose of solid waste with the goal of reducing the present level by 30 percent by 2030.

Policy 09.01.04
The siting of trash transfer facilities will require the review and approval of the City Commission in order to ensure compatibility with adjacent existing and future land uses.

Policy 09.01.05
As a recognized official signee of the U.S. Mayor's Climate Protection Agreement, the City will consider all solid waste policies with regard to their impacts on the production of greenhouse gases.

Objective 09.02.00 – Level of Service

The City of Pompano Beach shall utilize the following generation rates as level of service standards for estimating demand and adequacy of disposal capacity:

LAND USE - LEVEL OF SERVICE

Residential	8.9 lbs. per unit per day
Industrial/Commercial	
Factory/Warehouse	2 lbs per 100 sq.ft. per day
Office Building	1 lb per 100 sq.ft. per day
Retail	4 lbs per 100 sq.ft. per day
Supermarket	9 lbs per 100 sq.ft. per day
Restaurant	2 lbs per meal per day
Drug store	5 lbs per 100 sq.ft. per day
Hotel/Motel	3 lbs per room per day
Institutional	
Grade School	10 lbs per room per day plus 1/4 lb. per student per day
Middle/High School	8 lbs per room per day plus 1/4 lb. per student per day
Hospital	8 lbs per bed per day
Nursing Home	3 lbs. per person per day

Policy 09.02.01
The above levels of service shall be used by the City to determine the adequacy of the contracted solid waste disposal capacity reserved for Pompano Beach at time of site plan approval.

Policy 09.02.02
The projected levels of demand shall be the minimum levels of service maintained during the five (5) and ten (10) year planning periods.

Policy 09.02.03
The City shall periodically evaluate the projected level of services standards (generation rates) in order to ascertain continued applicability during the ten (10) year planning period.

Objective 09.03.00 – Reduction of Solid Waste

Keeping as much material out of the solid waste stream by promoting the reduction and reuse of recoverable materials, reserving recycling as a solution only in the instance that reducing and reusing material is not a feasible option.

Policy 09.03.01
Investigate the potential to reduce, reuse or recycle the following materials:

a. Yard waste
b. Paper, polystyrene or plastic containers
c. Newspaper, books and magazines
d. Mail and office paper
e. Glass and metal containers
f. Aluminum, steel and metal containers
g. Furniture and textiles
h. Footwear and Accessories
i. Appliances/white goods
j. Plastic bags, film, straws, utensils and other single-use plastics
k. Hazardous materials

Policy 09.03.02
Encourage residents and businesses through use of educational materials to reduce or reuse materials that would have previously entered the solid waste stream.

Policy 09.03.03
Enable more residents, particularly multi-family, and businesses to properly recycle materials.

Policy 09.03.04
Provide businesses with contact information of companies that provide commercial recycling collection and processing.

Policy 09.03.05
Encourage the use of funds collected from the sale of recycled goods to support recycling whenever possible.

Policy 09.03.06
Utilize the Recycling and Solid Waste Advisory Committee and the City's Sustainability Program to educate residents and businesses on methods to reduce, reuse and properly recycle materials in order to divert the materials from the solid waste stream.

Policy 09.03.07
Educate the public on how to generate less solid waste.

Policy 09.03.08
Encourage the use of reusable materials and containers, while limiting use of plastic bags, straws, polystyrene products and other materials that are not biodegradable.

Policy 09.03.09
Support the development of new, edible, or biodegradable materials for use in various types of containers.

Policy 09.03.10
Consider modifying the solid waste rate structure to encourage the generation of less waste.

Policy 09.03.11
Educate the public on composting for individual homeowners to reduce yard and food waste that ends up in landfills.

Policy 09.03.12
Encourage and support public and private sector efforts to reduce food waste and provide healthy food for those in need.

Objective 09.04.00 – Recycled Product Use

Increase the demand for purchase and use of recycled material and products.

Policy 09.04.01
Support City efforts to go paperless and to increase its purchase/use of recycled materials, such as but not limited to:

1. Copy Paper (30% recycled materials);
2. Business cards (100% recycled materials);
3. Paper towels and toilet paper (100% recycled materials);
4. Mulch (100% recycled materials);
5. Building materials, recycled plastic lumber (composite).

Policy 09.04.02
Encourage City vendors to provide information on percentage of recycled goods and materials used and give preference to vendors using more recycled materials.

Policy 09.04.03
Encourage residents to check for percent of recycled content when purchasing products.

Objective 09.05.00 – Litter and Illegal Dumping Reduction

Reduce litter and illegal dumping.

Policy 09.05.01
Increase the number of trash receptacles along major roads.

Policy 09.05.02
Identify which trash receptacles need to be emptied more frequently and adjust schedules for collection.

Policy 09.05.03
Encourage or require businesses to put more trash receptacles outside and clean up parking lots more frequently.

Policy 09.05.04
Place trash receptacles at all bus stops.

Policy 09.05.05
Place containers for recyclables in public buildings.

Policy 09.05.06
Expand the Adopt-A-Street program in which volunteers collect trash along streets.

Policy 09.05.07
Support ocean clean-up programs by providing free removal of trash collected.

Policy 09.05.08
Continue the "Stop The Trash…Talk!" program to identify people doing illegal dumping and providing rewards to citizens providing the information leading to arrests and prosecution of violators.

Policy 09.05.09
The City of Pompano Beach shall enforce the litter laws and use surveillance technology in areas prone to illegal dumping to identify and prosecute violators.

Objective 09.06.00 – Bulk Pick Up

Provide for Bulk Pick Up service.

Policy 09.06.01
Prohibit residents from placing material out for bulk pickup more than 24 hours in advance of scheduled pick up.

Objective 09.07.00 – Construction Debris

Encourage recycling at construction sites.

Policy 09.07.01
Encourage the location of more firms involved in recycling of construction or demolition materials.

Policy 09.07.02
The City of Pompano Beach shall encourage recycling at its construction sites and projects.



Plan It! Pompano

CONSERVATION ELEMENT

Purpose and Direction: The Conservation Element goals, objectives and policies are centered around water quality, quantity and conservation; air quality; and the protection of natural resources found within the City.

The policies support climate change adaptation by ensuring the beach and dune system, which provide a natural barrier to storm surge and the impacts of sea level rise, are maintained and enhanced whenever possible; water withdrawal from the Biscayne Aquifer is effectively managed and the reuse water irrigation system is expanded to hold back the saltwater intrusion line as sea levels rise.

Goals, Objectives, and Policies

Goal 10: To protect, enhance and effectively manage the natural resources of the City in order to achieve a high environmental quality including factors that affect carbon attenuation and energy conservation.

Objective 10.01.00 – Air Quality

The City shall put forth an effort to ensure compliance with the minimum air quality standards established by the Florida Department of Environmental Protection and the Broward County Environmental Protection and Growth Management Division including factors that affect energy conservation.

Policy 10.01.01
The City shall coordinate efforts to preserve air quality with Broward County Environmental Protection and Growth Management Division and will review all proposed development with respect to potential impacts on regional air quality with negative impacts eliminated or effectively mitigated.

Policy 10.01.02
The City shall develop a Climate Change Mitigation and Adaptation Program that supports mitigation and sensitivity to the impacts of climate change in coordination with other municipalities, Broward County, private businesses, other governmental agencies and the State of Florida. This program will focus on mitigating the causes and consequences of greenhouse gas emissions in a cost-effective and efficient manner that preserves the City's overall values and quality of life.

Objective 10.02.00 – Surface Water Quality

The City shall continue to undertake the following actions to assure surface water quality including impacts on the ocean are minimized and all conditions of the City's National Pollution Discharge Elimination System (NPDES) permit are met.

Policy 10.02.01
Enforce the City regulations that require new development retain the first flush of storm water before it enters surface water bodies, minimize the direct discharge of stormwater runoff into such water bodies and enforce the City regulations that provide for the protection and creation of surface waters in conformance with policies and "best management practices" of the State and the South Florida Water Management District.

Policy 10.02.02
The City shall encourage the appropriate agencies to monitor wastewater discharged into the ocean to assure compliance with secondary wastewater standards and ensure all ocean outfalls are terminated by the 2025 deadline.

Policy 10.02.03
The City shall report all prohibited discharges of untreated wastewater into canals and the Intracoastal Waterway to Broward County and/ or the South Florida Water Management District.

Policy 10.02.04
The City shall encourage the planting of acceptable vegetation along waterways to provide cleansing action.

Policy 10.02.05
The City shall keep any ocean sewage outfall at least one mile from the off-shore coral reef tract and ensure all ocean outfalls are eliminated by the 2025 statutory deadline.

Policy 10.02.06
Broward County requires all marinas to have pump-out facilities and to obtain a permit for such operation. Discharge from boats into the surface water is prohibited.

Policy 10.02.07
The City and other regulatory agencies shall require the use of proper turbidity control measures during any major operation (e.g. beach re-nourishment) in the vicinity of the coral reef and the responsible permitting agency shall monitor the measures.

Policy 10.02.08
The City shall coordinate with Broward County in the environmentally sensitive management of aquatic weeds.

Policy 10.02.09
The City shall conduct canal dredging in an environmentally sound manner.

Policy 10.02.10
The City shall encourage the rapid cleanup of any off-shore oil spill; this is the responsibility of County and Federal agencies.

Policy 10.02.11
The City shall conform to the flood management plans of the County, South Florida Water Management District and local drainage districts in order to maintain adequate flood carrying and storage capacities.

Policy 10.02.12
The City shall encourage the use of on-site lakes to meet irrigational water needs.

Policy 10.02.13
The City shall preserve and manage wetlands in compliance with the County, State and Federal regulations.

Policy 10.02.14
The City shall continue to maintain Chapter 53 of the Land Development Regulations to ensure consistency with Broward County Code of Ordinances which establish stormwater quality standards.

Objective 10.03.00 – Ground Water Quality

The quality and quantity of the City's groundwater resources shall be maintained and, where possible, enhanced.

Policy 10.03.01
The City shall make certain that all development within a production "wellfield cone of influence" complies with the County Wellfield Ordinance.

Policy 10.03.02
The western wellfield production quantity and quality shall be monitored particularly because of the increasing reliance on that wellfield.

Policy 10.03.03
City policies shall promote water conservation and, wherever possible, promote and continue the use of re-use water for irrigation.

Policy 10.03.04
The City shall keep current the emergency water conservation plan.



Policy 10.03.05
The City shall make certain that all unused wells are capped (per County and SFWMD regulations) to avoid pollution.

Policy 10.03.06
The City shall continue to explore alternative sources of water.

Policy 10.03.07
The City shall, within its jurisdiction, enforce the graduated detailed and specific water reductions set forth by the South Florida Water Management District during times of water shortage as well as the established year-round water-use restrictions.

Policy 10.03.08
The City shall continue its water reuse program to combat saltwater intrusion and conserve potable water.

Policy 10.03.09
Protect and conserve the water resources of the Biscayne Aquifer by reducing the per capita demand for potable water and developing alternative water supplies, primarily reuse water.

Policy 10.03.10
The City will continue to update the 10-Year Water Supply Plan within 18 months of adoption of any update to the Lower East Coast Water Supply Plan by the SFWMD.

Objective 10.04.00 – Soil Erosion

The City shall enforce the adopted soil erosion controls including those consistent with Chapter 27 of the Broward County Code.

Policy 10.04.01
All new development permits will comply with City regulations requiring shoreline and slope stabilization during and after all development activity, including vegetative stabilization after development.

Policy 10.04.02
The City shall work with the U.S. Soil Conservation Service in their soil erosion control program.

Policy 10.04.03
All mining and quarrying activities in Pompano Beach shall comply with the permit requirements of the Broward County Department of Environmental Protection.

Objective 10.05.00 – Native Plant & Wildlife Protection

Ecological communities identified by Broward County and the City as known to contain plant species listed in the Regulated Plant Index for protection by the Florida Department of Agriculture and Consumer Services shall be managed, protected and conserved, as appropriate.

Policy 10.05.01
In reviewing development applications or park proposals, efforts will be made to preserve native vegetative communities.

Policy 10.05.02
City policies and ordinances will support Broward County's efforts:

a. The sea turtle head start program, including beach lighting controls, and
b. The Florida Manatee protection program, including concerted winter enforcement of boat speed regulations.
c. Protect and conserve those areas known to be reproduction, nesting and feeding areas for animals listed as endangered or threatened species or species of special concern which are in locations appropriate and safe for wildlife.

Objective 10.06.00 – Natural Habitats

The City shall use a combination of public education, land acquisition and ordinances to achieve protection or mitigation of the remaining natural habitats.

Policy 10.06.01
In accordance with the City landscape ordinance continue to encourage the planting of native vegetation coupled with the removal of exotic vegetation as a part of the site plan review process.

Policy 10.06.02
The City ordinances shall require mitigation of all adversely impacted wetlands.

Policy 10.06.03
The City ordinances shall encourage the planting of vegetation along the shores of ponds, lakes, borrow pits, and swales.

Policy 10.06.04
The City shall require that fisheries, wildlife habitat, lakes, floodplains, estuarine marshes and marine habits are preserved and conserved in compliance with applicable County, State and Federal regulations.

Policy 10.06.05
The City shall coordinate inter-governmentally when opportunities for the preservation or conservation of unique vegetative communities are located within multiple governmental jurisdictions.

Policy 10.06.06
The City will require environmental assessments of development proposals of vacant properties to ensure that the presence of protected plant or animal species are known and significant impacts can be mitigated as part of the redevelopment process.

Objective 10.07.00 – Hazardous Waste

The City shall comply with the County hazardous waste management program relative to the storage, recycling, and disposal of hazardous waste.

Policy 10.07.01
The City shall coordinate with the County's emergency response plan to handle accidents involving hazardous wastes.

Policy 10.07.02
The City shall promote the recycling of hazardous wastes by:

a. Distributing lists of approved recyclers, and
b. Publicizing County "amnesty days".

Policy 10.07.03
The City will continue to encourage the designation, clean up and redevelopment of Brownfield sites.

Objective 10.08.00 – Dune Restoration

The sand dune system shall be protected and enhanced in all City and private sector projects in accordance with a Beach Master Plan to be prepared and adopted by the City.

Policy 10.08.01
The City shall use its development code standards for the beach sand dune to assure the private sector provides proper location, vegetation, walkovers, etc., when private development takes place.

Policy 10.08.02
The City shall work with the Broward County Department of Environmental Protection to assure that any beachfront construction obtains a Coastal Construction Permit.

Objective 10.09.00 – Flood Protection

Require all substantial improvement, new development and redevelopment to be consistent with the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM); Chapter 152 of the City's Code and future maps being prepared to determine appropriate finished floor elevations based on 2-feet of sea level rise by 2060.

Policy 10.09.01
Continue to require all substantial improvement, new development and redevelopment to be consistent with the minimum finished floor elevations as specified in the Federal Emergency Management Administrations Agency Flood Insurance requirements, the South Florida Building Code, Chapter 152 of the City's Code of Ordinances and future maps being prepared to determine appropriate finished floor elevations based on 2-feet of sea level rise by 2060.

Policy 10.09.02
Continue to enforce the land development regulations in Chapter 152 of the City's Code of Ordinances which require finished floor elevations be above the highest point of the adjacent road crown elevations for all new development and substantial improvement in areas that are not identified as flood zones on the FEMA FIRM or where the required finished floor elevation would otherwise be lower.

Policy 10.09.03
The City shall maintain the National Flood Insurance Rate Maps and future maps being prepared which identify appropriate base flood elevations based on 2-feet of sea level rise by 2060 in GIS format which enables users to easily identify individual properties.

Policy 10.09.04
The City shall participate in various processes which seek to update the existing 100 year flood plain maps.



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COASTAL ZONE MANAGEMENT ELEMENT

Purpose and Direction: The goals, objectives, and policies in the Coastal Zone Management Element address both development and shoreline protection in the City's coastal areas with a focus on hurricane preparedness and adaptation to climate change while maintaining and enhancing an active and vibrant recreational character for the beach area.

The direction of these policies discourage residential land use plan amendments and prohibit the use of flex units on the barrier island, encourage hotel development in the commercial land use designations, encourage stormwater management related capital improvements and higher finished floor elevations in areas vulnerable to sea level rise and tidal flooding, and focus on maintaining emergency preparedness procedures to adapt to hurricanes projected to be bigger, wetter and slower due to climate change.

Goals, Objectives, and Policies

Goal 11: Manage development and redevelopment efforts in the City of Pompano Beach Coastal Zone to maximize aesthetic, environmental, recreational and economic resources while enhancing resilience to sea level rise impacts.

Objective 11.01.00 – Resource Protection

The City shall protect and enhance the City's waterways, canals, lakes, remaining coastal wetlands, coastal water quality, natural and artificial reefs, living marine resources and wildlife habitat.

Policy 11.01.01
The City shall require the mitigation of all adversely impacted coastal wetlands.

Policy 11.01.02
The City will continue to implement the current requirements and procedures to encourage boat users to reduce speeds in the City's waterways protect manatees and reduce erosion and related impacts to canal banks and seawalls from excessive wake.

Policy 11.01.03
The City shall coordinate and participate with Broward County in the sea turtle program including beach lighting regulations and will prepare and adopt land development regulations consistent with state and federal guidelines to control beachfront lighting. Those regulations shall be consistent with Chapter 62B-55 (FAC) Model Ordinance for Marine Turtle Protection and they shall additionally be in compliance with Lighting/Development Categories as outlined in the Broward County Technical Report 97-06 Broward County Beach Lighting Management Plan.

Policy 11.01.04
The City will cooperate with Broward County in requiring all marinas to have pump-out facilities and prohibit the discharge of sanitary waste from boats into surface waters.

Policy 11.01.05
The City will cooperate with Broward County in prohibiting the discharge of untreated wastewater into canals and the Intracoastal Waterway.

Policy 11.01.06
The City will enforce stormwater discharge water quality standards as established by Broward County, specifically Article V, Chapter 27 of the Broward County Code of Ordinances, and as specified in the National Pollution Discharge Elimination System (NPDES) permit.

Policy 11.01.07
The City will prepare a Beach Master Plan for dune restoration purposes and will cooperate with Broward County in the development of a comprehensive beach management and maintenance plan to address activities including dune restoration and vegetation management, beach nourishment, and sand by-passing. The Beach Master Plan shall include consideration of climate change impacts on these efforts.

Objective 11.02.00 – Off Shore Reef Protection

The City will strive to preserve the coral and artificial reef resources off the shore of Pompano Beach.

Policy 11.02.01
The City shall assure that turbidity control measures be considered as part of any major operations (e.g., beach renourishment in the vicinity of the coral reef).

Policy 11.02.02
The City will continue to encourage the sinking of large boats and ships to add to the artificial reefs already off the shore of Pompano Beach.

Policy 11.02.03
The City will encourage the Broward County Environmental Protection and Growth Management Department (and or successor agency) to provide buoy floats for boat moorings along coral reef areas, thus lessening impacts caused by boat anchors.

Objective 11.03.00 –Support and Protect Water Dependent Uses

Water dependent and water related uses will be protected and encouraged within the coastal area; this shall include retaining commercial zoning so that private residential redevelopment does not displace such uses.

Policy 11.03.01
Waterfront uses shall be designed in a manner compatible with the environment and be compatible with existing surrounding land uses and are prioritized according to the following criteria:

1. Water dependent commercial and municipal uses.
2. Water related uses in conjunction with water dependent uses.
3. Public accessibility
4. Non-water related uses.

Policy 11.03.02
Other than in areas designated with residential land use categories, intrusions of land uses unrelated to marine activities, provision of public access to the waterfront, or not having coastal dependency shall be discouraged from locating in areas on the coast or adjacent to navigable waterways.

Policy 11.03.03
Land zoned for marine and water dependent commercial activities shall be preserved.

Policy 11.03.04
The City will encourage that the Hillsboro Inlet Improvement and Maintenance District keep the navigational canal of the Hillsboro Inlet open and as safe as possible by dredging out the impound sand on a regular and thorough basis.

Policy 11.03.05
The City shall seek additional beach access in new development and redevelopment.

Policy 11.03.06
The City shall develop a capital improvement program to improve the beach access locations.

Objective 11.04.00 – Beach Protection

The City will continue to actively work toward stabilizing the beach area and /or decreasing the amount of erosion taking place along the shoreline; beach renourishment shall be undertaken only if the sand dynamics (current accretion) changes.

Policy 11.04.01
The City will not allow the construction of any groins on any portion of the beach within the City's municipal boundaries.

Policy 11.04.02
Continue to implement the Land Development Regulations to require beachfront properties to protect, restore and revegetate the existing sand dune system along the beach frontage as part of redevelopment that may include conservation easements, elevated walkways and clustering of development.

Policy 11.04.03
The City will require the planting of sand dune vegetation coupled with the construction of dune walkovers or other approved access design at all beach access points as a part of the site plan review process. The City shall encourage the planting of vegetation such as sea oats (Uniola paniculata).

Policy 11.04.04
All proposed beach demolition and construction, landscaping and irrigation must first be approved by the Florida Department of Environmental Protection (FDEP). Approved, stamped plans and permit must be submitted with the building permit and prior to permit issuance by the City.

Policy 11.04.05
The City will continue to participate in the Broward County Beach Renourishment Program when the sand dynamics so require. The projects shall be designed to have a life of at least ten years.

Policy 11.04.06
The City shall prohibit vehicles on the beach with the exception of maintenance and emergency vehicles.

Policy 11.04.07
The City shall support continued operation of the Hillsboro Inlet sand transfer plant to re-supply beach sand to the City.

Policy 11.04.08
The City shall prepare and adopt a Beach Master Plan to direct dune and dune vegetation restoration and maintenance and will seek grant programs and other opportunities to implement on-going beach protection activities.

Policy 11.04.09
The City will mitigate the impacts of beach renourishment on near shore hard bottom areas through the creation of similar near shore habitat.

Objective 11.05.00 – Beach Maintenance

The City will take steps to improve the built environment of the coastal area and beach by cleaning it up and planning general improvements.

Policy 11.05.01
The City will encourage greater public use of the coastal area and beach through maintenance and planning general improvements such as sitting and observation areas, and where feasible, additional parking.

Policy 11.05.02
Glass bottles will continue to be prohibited on all beaches within the City's municipal boundaries and the City will discourage the use of polystyrene (styrofoam) products, plastic straws and single-use plastic bags at the beach and at all events held at City recreational facilities.

Policy 11.05.03
The City will actively participate in semi-annual beach and reef cleanups.

Policy 11.05.04
The City will establish programs to maintain the existing beach access points.

Policy 11.05.05
The City will continue to contract for beach raking on a daily basis.

Objective 11.06.00 – Minimize Storm and Sea Level Rise Impacts

The City shall ensure that building, development and redevelopment activities are conducted in a manner that minimizes damage to life and property from tropical storms or hurricanes and considers the potential for flood related impacts from projected sea level rise.



Policy 11.06.01
All new construction and redevelopment shall conform to the standards set forth in the Florida Building Code and the City's Flood Regulations (Chapter 152) which may establish flood protection requirements that are more stringent than the Florida Building Code and/or the National Flood Insurance Program (NFIP) regulations.

Policy 11.06.02
Any development of structures lying partially on, or seaward of the Coastal Construction Control Line, shall be subject to the provisions set forth in Chapter 161 Florida Statutes.

Policy 11.06.03
Incorporate Federal Emergency Management Agency (FEMA) Floodplain Management Regulations, or higher regulatory standards, into the City's Floodplain Management Regulations (Chapter 152) to guide development activity where applicable, to reduce future flood losses and flood insurance claims. The City will continue to participate in the Community Rating System (CRS) program using these higher regulatory standards as one means by which to achieve points for the City's CRS rating.

Policy 11.06.04
The City will coordinate with Broward County to adopt Adaptation Action Areas (AAAs) within the City, per Florida State Law, in order to: a. Identify areas of significance that are vulnerable to the impacts of rising sea level; b. Identify and implement adaptation policies to increase community resilience; and c. Enhance the funding potential of infrastructure adaptation projects.

Policy 11.06.05
As deemed to be in the best interest of the City, the City Commission may designate or remove the designation of an AAA by means of:

a. Comprehensive Plan via location description or map, in accordance with applicable Florida Statutes
b. City Commission Resolution or Ordinance
c. Capital Improvement Plan; or
d. Other available and appropriate means.

Policy 11.06.06
The City will consider the following criterion, in addition to others, for AAA designation:

a. Areas experiencing (or are projected to experience) tidal flooding, storm surge flooding, or both;
b. Areas which have hydrological connection to coastal waters;
c. Locations within areas designated as evacuation zones for storm surge;
d. Other areas impacted by stormwater/flood control issues;
e. Areas below, at, or near mean higher high water.

Policy 11.06.07
AAA's adaptation strategy options may include:

a. Protection
b. Accommodation
c. Managed Retreat
d. Avoidance
e. Other Options

Policy 11.06.08
The City will seek opportunities for funding the implementation of AAA adaptation strategies from the following types of sources:

a. Federal and State grants and technical expertise assistance (in-kind)
b. Local Stormwater Utility Fees and Capital Improvement Plan prioritization
c. Public/Private sources which may include Special Districts funding
d. Other Sources

Policy 11.06.09
The City will coordinate and participate with Broward County on updates to climate related policies and maps, including updates to the Priority Planning Areas for Sea Level Rise Map, in the Broward County Land Use Plan, which will be updated at a minimum every 5 years based on best available data including the findings of the Broward County and USGS Joint Climate Change Inundation Modeling effort, which seeks to achieve a better understanding of the impacts of climate change and rising sea level on water supplies, drainage and flood control systems.

Policy 11.06.10
The City will, prior to approving land use plan amendments in the areas prone to flooding and/or the impacts of sea level rise, as identified on the City's Sea Level Rise and Flood GIS map layer, as well as the County's Coastal High Hazard Areas and Priority Planning Areas for Sea Level Rise Maps, determine how the proposed development will be served by adequate storm water management and drainage facilities and that it will not adversely affect area-wide flooding.

Policy 11.06.11
The City will support the goals and will implement to the maximum extent feasible in coordination with affected stakeholders, the recommended actions of the Climate Action Plan, as approved by the Broward County Climate Change Task Force, and adopted by the Broward County Board of County Commissioners.

Policy 11.06.12
In accordance with Resolution 2016-134, the City will continue to utilize the 2015 "Unified Regional Sea Level Rise Projection for Southeast Florida", authored by the Southeast Florida Regional Climate Change Compact ("Compact"), as may be amended from time to time and updated based on best available data, as the basis for sea level rise adaptation planning activities. These projections will be used until such time as this data source is replaced with another regionally accepted source of sea level rise projections.

Policy 11.06.13
To reduce future flood losses and claims made under the flood insurance policies issued in the City and to improve community resiliency, the City will coordinate with Broward County to determine appropriate minimum floor elevations; minimum crown of road elevations; and optimal seawall heights and deadlines for retrofitting to those heights; based on projected conditions from sea level rise.

Policy 11.06.14
The City will coordinate with Broward County, FDOT and other agencies and service providers that plan for, own, operate or maintain public facilities and infrastructure within or crossing proposed AAA.

Policy 11.06.15
The City will coordinate with FDOT in relation to identifying and addressing vulnerable/at risk transportation infrastructure using the best available data and tools to assist FDOT to implement the goal to provide an agile, resilient and quality transportation infrastructure system.

Policy 11.06.16
To improve resiliency and address impacts of sea level rise, the City will consider increasing freeboard requirements while allowing the same building height from finished floor in order to mitigate the economic impacts of adaptation for ground floor uses.

Objective 11.07.00 – Hurricane Evacuation

Persons within the Coastal Zone will be protected as much as possible from the effects of tropical storms and hurricanes.

Policy 11.07.01
The Broward County Hurricane Evacuation Plan shall continue to be the effective evacuation plan for the City of Pompano Beach.

Policy 11.07.02
The City's Comprehensive Emergency Operations plan (maintained by Pompano Beach Fire Rescue) shall continue to be the leading plan for emergency operations for the City of Pompano Beach.

Policy 11.07.03
The evacuation times set forth in the Broward County Coastal Hurricane Evacuation Plan (CHEP) shall be maintained through the procedures set forth in the City's Comprehensive Emergency Operations Plan maintained by Pompano Beach Fire Rescue.

Policy 11.07.04
The City will continue to prohibit the use of flex and redevelopment units on the barrier island by excluding it from the City's flex and redevelopment unit receiving area map.

Objective 11.08.00 – Post-Disaster Redevelopment

The City of Pompano Beach will adopt Broward County's Post Disaster Redevelopment Plan to reduce or eliminate the exposure of human life and public and private property to natural hazards.

Policy 11.08.01
That portion of a structure seaward of the Coastal Construction Line which has been shown to be susceptible to storm damage and which suffers repeated damage to pilings, foundations, or load bearing walls shall be modified.

Policy 11.08.02
In accordance with the City's more stringent flood plain regulations, structures which are damaged in excess of 49 percent of their appraised value shall be required to be rebuilt to meet all current construction and floodplain regulations.

Policy 11.08.03
The City shall consider public acquisition of land and property in post-disaster redevelopment situations.

Policy 11.08.04
The City shall use the East CRA redevelopment plan implementation process to help achieve certain objectives and policies of the post disaster redevelopment plan.

Objective 11.09.00 – Infrastructure Phasing in the Coastal Zone

The provision of infrastructure within the coastal zone will be done in a manner which ensures public health, safety and welfare and limits the use of public funds in coastal high hazard areas unless necessary to enhance public beach access, hurricane evaluation clearance times or to mitigate the effects of sea level rise.

Policy 11.09.01
The coastal high hazard areas shall be those areas below the elevation of the Category 1 storm surge line as established by the Sea, Lake and Overland Surges from Hurricanes (SLOSH) computerized storm surge model, consistent with Chapter 163.3178(2)(h), F.S.

Policy 11.09.02
The level of service standards adopted elsewhere in this comprehensive plan shall, where applicable, be the level of service standards within the coastal zone. These levels of service are subject to change as necessary based on the impacts of sea level rise.

Policy 11.09.03
City funded public facilities shall not be built in the coastal area unless the facility provides public access, enables resource restoration, replaces existing infrastructure, is necessary to protect the public health, safety and welfare, will enhance hurricane evacuation clearance times or will mitigate the effects of sea level rise.

Objective 11.10.00 – Historic Resources

The City of Pompano Beach shall preserve and protect its historic resources in the coastal area.

Policy 11.10.01
The City shall encourage the preservation of historic and archaeological sites in the coastal area.



Plan It! Pompano

CLIMATE CHANGE ELEMENT

Purpose and Direction: The purpose of the Climate Change Element (CCE) is to create a planning approach for understanding and addressing the impacts of climate change within the regional framework established by Broward County and the Southeast Florida Climate Change Compact.

The City's strategy as laid out in these goals, objectives and policies is to focus on local vulnerability and address the local implications of global climate change to build a more sustainable and climate resilient community.

The City will implement appropriate adaptation, mitigation and accommodation strategies to protect the long-term viability and livability of the City.

Goals, Objectives, and Policies

Goal 12: Mitigate and build resilience to the impacts of climate change through utilization of the best available data, tools and strategies; identifying local vulnerabilities; committing to funding sustainability and resilience projects; preparing for disasters; reducing flood risk; and identifying opportunities to take climate leadership actions.

Objective 12.01.00 – Sustainability Strategy

The City will develop and implement a Sustainability Strategy that addresses the following 8 phases (aspects of which will be developed concurrently): Phase 1 - Quantitative Baseline and Greenhouse Gas Inventory; Phase 2 – Vulnerability Assessment and Adaptation Action Areas; Phase 3 – Sustainability Project Portfolio and Implementation Plan; Phase 4 – Adaptation Action Plan; Phase 5 – Sustainability Policy Integration; Phase 6 – Sustainability Communication Strategy; Phase 7 – Sustainability Data Management System; Phase 8 – Third Party Verification.

Policy 12.01.01 – Phase 1
Quantitative Baseline will include the following: a comprehensive greenhouse gas inventory for the baseline year based on the City's energy, water and materials use, fleet characteristics and fuel use, mechanical equipment, etc. Establish a base year inventory of community energy use, water use and waste generation. Establish goals based on the outcome of these inventories.

Policy 12.01.02 – Phase 2
Vulnerability Assessment and Adaptation Action Areas will include the following: Building off the 2013 Stormwater Master Plan 2 and 3 feet of sea level rise analysis, develop a comprehensive vulnerability assessment which provides insight into exposure of City facilities, critical infrastructure, seawalls, roadways and neighborhoods, of various climate change impacts including sea level rise, extreme precipitation, increased storm frequency/intensity and extreme heat. Incorporate socio-economic metrics such as low income, senior and minority populations to ensure social equity is considered in adaptation planning decisions. Use the results of this assessment to identify areas to be designated as Adaptation Action Areas.

Policy 12.01.03 – Phase 3
Sustainability Project Portfolio and Implementation Plan will include the following: Establish a portfolio of projects designed to meet the goals established in Phase 1. The projects should maximize financial, social and environmental benefits, including greenhouse gas reduction and resiliency. Develop an implementation plan that prioritizes projects to meet goals, establishes an implementation timeline, and includes funding sources and strategies.

Policy 12.01.04 – Phase 4
Adaptation Action Plan will include: development of an Adaptation Action Plan that draws on the Phase 3 Vulnerability Assessment. Adaptation actions will be identified and prioritized to improve resilience based on the identified vulnerabilities. Criteria such as feasibility, cost, social and environmental factors, qualitative and quantitative measures of project benefits, acceptance and obstacles will be used to identify suitable adaptation strategies. The plan should include an implementation schedule and funding analysis for prioritized actions.

Policy 12.01.05 – Phase 5
Sustainability Policy Integration will include but will not be limited to: the update to and modernization of the City's Sustainable Development Standards, Green Building Policy, Seawall Policy, and Sustainable Procurement Policy. Adaptation Action Areas, development of the Innovation District and improving mobility choices within the City will also be revisited to integrate up-to-date sustainability policies.

Policy 12.01.06 – Phase 6
Sustainability Communications Strategy will include: establishment of a brand for the City's sustainability program. A web site will be developed to serve as a tool for communicating successes and soliciting public input. The communications plan will identify target audiences, appropriate media and best practices for internal and external engagement. The plan will lay the groundwork for internal and external reporting on a regular basis.

Policy 12.01.07 – Phase 7
Sustainability Data Management System and Reporting will include: Systematically tracking, trending and reporting on sustainability key performance indicators to verify results and justify investments. A software solution will be identified and customized to track data necessary to measure success towards the identified goals.

Policy 12.01.08 – Phase 8
Third Party Verification will include: achievement of a third-party sustainability certification through an organization such as LEED for Cities; ISO-14001, Global Resources Institute (GRI) or others. Such certification will allow the City to demonstrate regional leadership and receive public recognition for the City's sustainability programs and initiatives. Meeting the third-party performance standards provides quality assurance for the City's sustainability program.

Objective 12.02.00 – Land Use and Transportation

Decrease carbon emissions and increase community resilience through sustainable land use and transportation policies and regulations.

Policy 12.02.01
The City will support amendments to the land development code that support climate-smart development practices including but not limited to: solar installations; electric vehicle accommodations; water storage and rainwater reuse; permeable pavers; urban heat island reduction; increased tree canopy; green roofs, white roofs and white pavement; mechanized parking systems; bicycle accommodations; higher finished floor elevations; and those amendments to support the Third Party Verification program identified for use in the final phase of the Sustainability Strategy per Policy 12.01.08.

Policy 12.02.02
The City will continue to encourage mixed use development in the commercial corridors by identifying additional areas along the major corridors where mixed use land use districts that support and enhance walking, biking and transit use should be created and zoning adopted to facilitate the redevelopment of those areas.

Policy 12.02.03
The City will consider benchmarking the energy and waste production profiles of existing buildings as part of the Sustainability Strategy and providing support to building owners and managers to retrofit existing buildings to be more energy efficient and generate less solid waste.

Policy 12.02.04
The City will implement a micro-transit program using electric vehicles to reduce traffic to and from the various attractions in the City starting with the beach activity area and eventually expanding to serve the LIVE! Resorts Pompano development, the Downtown and Innovation District, the East Transit Oriented Corridor, the Cultural Center, the City's Community Centers and community events and other public and private trip attractors in Pompano Beach.

Policy 12.02.05
The City will consider, as part of the Sustainability Strategy implementation, the feasibility of preparing a conceptual electric vehicle charging station master plan, which considers this infrastructure in a regional context, to identify the most advantageous locations for electric vehicle infrastructure.

Policy 12.02.06
The City will consider, as part of the Sustainability Strategy implementation, the planning required for future deployment of autonomous vehicles and drone delivery systems.

Policy 12.02.07
The City will encourage Broward County Transit to increase ridership by reducing headways and increasing bus routes, improving the real time route information application for smart phones and by providing customer friendly accommodations at all primary bus stops.

Objective 12.03.00 – Water and Natural Resources

The City will increase community resilience by protecting water and natural resources.

Policy 12.03.01
The City will continue to support the C-51 basin project to increase infiltration into the Biscayne Aquifer and push back the salt-water intrusion line threatening coastal wellfields and the City's fresh water supply.

Policy 12.03.02
The City will continue to expand the water reuse infrastructure system to reduce the demand for potable water for irrigation and will consider making connection to the reuse system mandatory when it becomes available in a neighborhood.

Policy 12.03.03
The City will cooperate and coordinate with County, State and Federal agencies on canal and shoreline protection programs to assist in the funding for new seawall construction and dune restoration projects to enhance coastal resilience and protection from storm surge.

Policy 12.03.04
The City will continue to promote the protection and restoration of coastal natural system and coral reefs, both natural and artificial to help the area's reefs adapt to changing climate and ocean acidification.

Policy 12.03.05
The City will continue to work with Federal, State and County agencies on solutions to beach erosion and sediment supply and will align beach erosion prevention efforts with the Florida Department of Environmental Protection's Strategic Beach Management Plan (SBMP) for the Southeast Atlantic Coast Region.

Objective 12.04.00 – Public Outreach, Communication and Coordination

Increase community resilience and climate adaptation and mitigation through effective public outreach, communication and coordination with local, regional, state and national entities.

Policy 12.04.01
The City will partner with local governments, academic institutions, libraries, faith-based organizations, and community groups to disseminate local and regional climate change and resiliency messages.

Policy 12.04.02
The City will continue to expand the use of social media and other emerging forms of communication to promote public awareness and understanding of climate change impacts and resiliency matters.

Policy 12.04.03
The City will provide educational materials on home energy, water use reduction strategies and any grant programs or low cost financing options that may become available to assist home and business owners to retrofit existing buildings to lower energy and water use.

Policy 12.04.04
The City shall continue to support public education and outreach programs addressing issues including, but not limited to:

a. Energy efficiency,
b. Water conservation,
c. Solid waste reduction and recycling,
d. Urban forests and native landscaping,
e. Air quality,
f. Greenhouse gas reduction, and
g. Climate change adaptation and response planning.

Policy 12.04.05
The City will continue participating in and collaborating with the Southeast Florida Regional Climate Change Compact on climate change impact analyses and development of appropriate mitigation, protection, accommodation and adaptation strategies.

Policy 12.04.06
The City shall support the efforts of State, regional and County environmental and planning agencies to jointly develop, assess, and recommend a suite of planning tools and adaptation strategies for local municipalities to maximize opportunities to adapt and protect from the impacts of climate change.

Policy 12.04.07
The City shall cooperate with the South Florida Water Management District, Broward County and the U.S. Corps of Engineers in the comprehensive evaluation of the stormwater management system and operational practices in the context of sea level rise to improve the ability of these systems to adapt.

Policy 12.04.08
The City shall advocate for state laws and programs that expand all opportunities for solar or other renewable energy deployment statewide.











Plan It! Pompano

INTERGOVERNMENTAL COORDINATION ELEMENT

Purpose and Direction: The City will continue to act as a committed team member with regional agencies, neighboring cities and public utility providers to maximize the efficiency of public service delivery; business development; provision of affordable housing; resilience to climate change; emergency preparedness, response and recovery; and other activities that, when coordinated, improve the quality of life for all of the County's residents, visitors and businesses.

Goals, Objectives, and Policies

Goal 13: Establish and maintain processes to assure coordination with other governmental entities and private agencies where necessary to implement this plan, ensure efficient service delivery, promote responsible development and redevelopment, and protect the natural environment.

Objective 13.01.00 –

Maintain continuous communication and coordination with governments and agencies whose plans and activities can directly or indirectly impact the planning activities of Pompano Beach.

Policy 13.01.01
Maintain an active program of monitoring and communication with agencies operating under the provisions of the Community Planning Act, Chapter 163 F.S.

Policy 13.01.02
The City shall continue its involvement with appropriate government entities and private agencies as identified in Table 11-1 within the Data, Inventory and Analysis section of this Element.

Policy 13.01.03
Monitor state, regional, county and municipal special board activities and programs through review of newsletters and reports, attendance at workshops and conferences and other available avenues to identify and respond to those that are relevant to the planning concerns of the City.

Policy 13.01.04
Maintain demographic, socio-economic and development data and make this information available to Broward County, the School Board and other affected agencies and local governments as requested.

Policy 13.01.05
When an impasse is reached with adjacent communities or other local governments over planning concerns, the City in agreement with all affected parties will participate in the SFRPC Mediation Process to resolve the conflict(s).

Policy 13.01.06
Continue to participate in the countywide Enhanced Local Mitigation Strategy (ELMS) effort by attending Mitigation Task Force meetings and submitting mitigation projects annually to be placed on the County's master list.

Policy 13.01.07
The City will coordinate with appropriate local, county, regional and state agencies to address housing needs of special populations within the City.

Policy 13.01.08
The City will coordinate the Comprehensive Plan with the SFWMD's Lower East Coast regional water supply plan to ensure adequate water supplies exist for the City's existing and projected population.

Policy 13.01.09
The City will continue to coordinate with the Broward County School Board on Planning and Zoning Board items as necessary.

Objective 13.02.00 –

Coordinate the Comprehensive Plan including proposed plan amendments with the plans of adjacent municipalities, Broward County, the Broward County School Board, the South Florida Regional Planning Council (SFRPC), the South Florida Water Management District (SFWMD), state agencies, and the state comprehensive plan to ensure consistency and compatibility and to avoid conflicts.

Policy 13.02.01
The City shall review and comment on the plans and proposed plan amendments of adjacent municipalities, Broward County, the Broward County School Board, the Florida Department of Transportation (FDOT), the Broward County Metropolitan Planning Organization (MPO), the SFWMD and the SFRPC, as they are prepared and before they are adopted.

Policy 13.02.02
Where appropriate, the City will use various methods to communicate identified conflicts and potential negative impacts between the plans of adjacent communities and the City's Comprehensive Plan and work toward mutually beneficial solutions.

Policy 13.02.03
The adjacent communities, BCPC and SFRPC will be advised as to inconsistencies and conflicts noted between the respective plans and that of Pompano Beach.

Policy 13.02.04
The City will notify adjacent cities, Broward County, the Broward County School Board, the SFWMD, the SFRPC and other appropriate agencies regarding proposed land use plan changes or other proposed amendments to the City's Comprehensive Plan.

Policy 13.02.05
The City will follow the intergovernmental notification requirements as set forth in Chapter 163 F.S. and Chapter 154 of the City's Code regarding amendments to the Comprehensive Plan.

Policy 13.02.06
The City will participate actively in and communicate with the MPO Technical Advisory Committee (TAC) on at least a bi-monthly basis to exchange information regarding the Comprehensive Plan and other related issues.

Policy 13.02.07
The City will actively participate and communicate with appropriate agencies, including but not limited to county, state, local and regional agencies, to ensure the City's best interests are pursued and developed.

Policy 13.02.08
The City will provide information regarding rezonings, land use amendments and the like to appropriate government agencies, including but not limited to those of the state, county, School Board and municipalities and regional agencies.

Policy 13.02.09
The City will invite a nonvoting representative of the Broward County School Board to review and comment upon comprehensive plan amendments, rezonings and other plans that propose an increase to residential densities within the City.

Policy 13.02.10
The City will coordinate with Broward County and other appropriate agencies to ensure residents continue to receive all available housing assistance, including but not limited to financial assistance and housing placement assistance.

Policy 13.02.11
The City will continue to coordinate with Broward County and other appropriate agencies to develop and implement affordable housing programs, especially those aimed towards assisting low and very low income housing.

Objective 13.03.00 –
Support the establishment of agreements which would allow multiple use and/or collocation of public facilities by various levels of government and their agencies.

Policy 13.03.01
The City will continue to maintain and pursue new recreation lease agreements with the School Board so that the recreational facilities located adjacent to the schools can be used by the residents of the City.

Policy 13.03.02
When considered feasible and beneficial, pursue arrangements to utilize school facilities to supplement the City's available recreation facilities.

Policy 13.03.03
The City will encourage the collocation of public schools with public facilities, such as parks, libraries and community centers, consistent with the School Board's policies.

Objective 13.04.00 –
Pursue and execute interlocal agreements and contracts with other local governments and the County to provide for the most efficient and effective delivery of public services.

Policy 13.04.01
The City will continue to participate with adjoining municipalities in interlocal mutual police and fire aid agreements and services.

Policy 13.04.02
In addition to maintaining existing agreements with Broward County, the City will establish new interlocal agreements and/or service agreements as appropriate with Broward County.

Policy 13.04.03
The City will continue to abide by the policies and procedures, as they may be amended from time to time, set forth in the Amended Interlocal Agreement for Public School Facility Planning.

Objective 13.05.00 –
Coordinate with affected governments and agencies regarding future development and redevelopment activities and impacts.

Policy 13.05.01
The intergovernmental coordination procedures that are established by the City with its neighboring jurisdictions will be compatible with the procedures set forth in the Broward County Land Use Plan.

Policy 13.05.02
The City shall take into consideration the adopted land use plans of and potential impacts on adjacent local governments when reviewing proposals for development or redevelopment.

Policy 13.05.03
Requests for approval of development orders or permits shall be coordinated for review, as appropriate, with adjacent municipalities, suppliers of City services, Broward County, special districts, the SFRPC, the SFWMD, the Broward County School Board, and state and federal agencies through review procedures established in the land development codes.

Policy 13.05.04
The City will continue to support and participate in the Broward County interagency plat review and approval process established in the Broward County and the City's Land Development Regulations.

Objective 13.06.00 –

Pursue and execute agreements and contracts with public utility companies to provide for the most efficient and effective delivery of public services and utilities.

Policy 13.06.01
Through continued coordination with FPL to ensure that there will be an adequate supply of electrical power to support the current and projected growth of the City.

Policy 13.06.02
Ensure that needed support facilities are provided to FPL to service existing and future land uses.

Policy 13.06.03
Utility service facilities shall be permitted in any land use category if the City Commission finds them to be compatible with and to provide appropriate screening and buffering from adjoining land uses.

Objective 13.07.00 –

The City shall continue to coordinate the establishment of Level of Service Standards for public facilities with the state, regional, or local entity having operational and/or maintenance responsibility for such facilities.

Policy 13.07.01
The City shall continue to provide service demand projections and otherwise coordinate with Broward County regarding their provision of water and wastewater service in order to maintain the established Level of Service Standards and capacities of these facilities.

Policy 13.07.02
The City will continue to coordinate with adjacent municipalities that have areas that receive potable water service from the city of Pompano Beach

Policy 13.07.03
The City shall participate in County workshops and provide input to the MPO TAC representative to expedite communication and coordination regarding adopted county roadway Level of Service Standards, capacities, and other transportation-related concerns.

Policy 13.07.04
The City shall continue to communicate with the Florida Department of Transportation (FDOT) to expedite coordination of the state roadway standards and capacities.

Policy 13.07.05
Whenever the governmental entity responsible for providing service to the City modifies the water, sewer, arterial roadway, public transit, solid waste or drainage Level of Service Standards that apply to the City, the City shall amend the affected level of service standard in the City's adopted Comprehensive Plan and Land Development Regulation, as appropriate and applicable.

Policy 13.07.06
Through its representation on the MPO, the City shall inform the County of areas of the City which are not adequately served by public transit as necessary.

Policy 13.07.07
The City shall continue to coordinate with Broward County to implement and maintain the County's transit-oriented concurrency system and to ensure that transportation levels of service in the City are met.

Objective 13.08.00 –

Maintain continuous communication and coordination with governments and agencies responsible for transportation-related planning and activities which can impact the City.

Policy 13.08.01
The City shall monitor and actively participate, where appropriate, in the transportation-related activities of the, MPO, the BCPC, Broward County Mass Transit, FDOT and the South Florida Regional Transportation Authority (SFRTA) to ensure that the City's transportation-related concerns are adequately addressed.

Policy 13.08.02
The City shall continue to participate with the MPO.

Policy 13.08.03
Continue to review and comment on the various transit planning activities through participation on appropriate boards, committees, and the like that are in support of improvements to the public transit system serving the City.

Policy 13.08.04
Cooperate with Broward County, adjacent municipalities, the MPO, FDOT and the SFRTA and other agencies, as appropriate, in projects designed to promote public transit in designated corridors within or adjacent to the City.

Policy 13.08.05
Cooperate and coordinate with Broward County Bicycle Coordinator to develop feasible options for increasing bikeways and pedestrian ways and connections within the City. In developing these feasible options, the City will consider the Broward County Bicycle Facilities Network Plan and the Broward County Greenways Master Plan.

Objective 13.09.00 –

The City, in conjunction with Broward County, Broward County municipalities, and the Broward County School Board, will follow the processes and procedures established in the adopted Amended Interlocal Agreement for Public School Facility Planning (ILA) for coordination and collaborative planning and decision making of land uses, public school facilities siting, population projections, location and extension of public facilities subject to concurrency, and siting of facilities with a countywide significance.

Policy 13.09.01
The City shall coordinate with the School Board, Broward County and municipalities within Broward County to maintain the adopted level of service standards for public school facilities and any amendments affecting public school concurrency.

Policy 13.09.02
The City shall coordinate their planning and permitting processes with Broward County, Broward County municipalities, and the School Board consistent with the processes and procedures established within the ILA as follows:

1. Review and update of the annual District Educational Facilities Plan (DEFP) containing the financially feasible schedule of capital improvements for school facilities needed to achieve and maintain the adopted level of service standards in all concurrency service areas (CSAs).
2. Coordinate County and City land use planning and permitting processes with the School Board's site selection and planning process to ensure future school facilities are consistent and compatible with land use categories and enable a close integration of existing and planned school facilities and the surrounding land uses.
3. Coordinate the preparation of County and City projections for future development with the School Board's school enrollment projections to ensure consistency between the County and City future land use maps and the long term school planning process.

4. Coordinate with the School Board through the Staff Working Group and Oversight Committee regarding the preparation of County and City annual comprehensive plan updates and the School Board's annual update of the DEFP to ensure consistency between the plans.
5. Coordinate with the School Board on the planning, siting, land acquisition, permitting and development of new school facilities to ensure the availability of public facilities, services and grounds, especially for purposes of exploring collocation opportunities.
6. Revise County and City land development codes and School Board policies to establish a county-wide public school concurrency system.

Policy 13.09.03
The City shall discourage development proposals that exacerbate school overcrowding, except when mitigation measures to reduce negative impacts on the affected school facilities are agreed upon by the City and the School Board.

Objective 13.10.00 –

The City will maintain a Water Supply Plan for a ten (10) year planning period addressing water supply facilities necessary to serve existing and future development within the City's water service area, in coordination with Broward County and adjacent municipalities within the City's water service area.

Policy 13.10.01
The Water Supply Plan will be consistent with the potable water level-of-service standards established in the Infrastructure Element.

Policy 13.10.02
The City will coordinate with the South Florida Water Management District (SFWMD) related to updating the City's Water Supply Facilities Work Plan within 18 months after the SFWMD updates the Lower East Coast Regional Water Supply Plan Update.

Policy 13.10.03
When updating the Water Supply Plan, the City will seek alternative sources of water in order to meet projected demand increases as necessary.

Policy 13.10.04
The Water Supply Plan will be used to prioritize and coordinate the expansion and upgrade of facilities used to withdraw, treat, store and distribute potable water to meet future needs.

Policy 13.10.05
The City will establish and maintain, at a minimum, a current five-year schedule of capital improvements for the improvement, extension and/or increase in capacity of waste facilities.

Objective 13.11.00 –

The City shall strive to make sustainability and climate resiliency decisions on the most current, applicable and credible information available; and through coordination and cooperation make sustainability and climate resiliency efforts more impactful.

Policy 13.11.01
The City shall coordinate with Broward County and other appropriate agencies in the implementation of adaptive management strategies to improve the climate change resiliency of water and wastewater transmission, disposal and treatment systems and infrastructure and resources.

Policy 13.11.02
The City shall continue to coordinate with local, County, regional, State and federal agencies and other non-governmental entities and academic institutions in the ongoing assessment of climate change and sea level rise, and continue to collaborate in the identification and implementation of appropriate mitigation, protection, accommodation and adaptation strategies.

Policy 13.11.03
The City shall coordinate with Broward County, and other participating agencies and Counties in the Southeast Florida Regional Climate Change Compact, in the identification of modeling resources and development of initiatives and goals to address climate change.

Policy 13.11.04
The City shall continue to coordinate regionally with southeast Florida counties and municipalities, academia, and local, regional, State and federal agencies in the analysis of sea level rise, drainage, storm surge and hurricane impacts and the planning of mitigation and adaptation measures.

Policy 13.11.05
The City shall continue to actively monitor the Southeast Florida Regional Climate Change Compact, and shall coordinate with neighboring municipalities to share technical expertise, assess regional vulnerabilities, advance agreed upon mitigation and adaptation strategies and develop policies and programs.

Policy 13.11.06
The City shall seek to and support cooperative efforts to engage the support of federal agencies, such as National Oceanic and Atmospheric Administration, U.S. Geological Survey, Federal Emergency Management Agency, Environmental Protection Agency, the U.S. Department of Interior, U.S. Department of Energy, and the U.S. Army Corps of Engineers, that can provide technological and logistical support to further state, regional, county, and local planning efforts in the assessment of climate change vulnerabilities and adaptation strategies.

Policy 13.11.07
The City shall promote partnerships between local government agencies, universities, professionals and practitioners, to foster an environment for connecting scientific research and education with practical applications that will contribute to the resiliency and adaptation within the built and natural environments to the impacts of climate change.

Objective 13.12.00 –
The City shall plan and coordinate response for emergency preparedness and/or post-disaster management in the context of climate change.

Policy 13.12.01
The City shall ensure adequate planning and response for emergency management in the context of climate change by maximizing the resilience and self-sufficiency of, and providing access to, public structures, schools, hospitals and other shelters and critical facilities.

Policy 13.12.02
The City shall continue to communicate and collaboratively plan with other local, regional, state and federal agencies on emergency preparedness and disaster management strategies including incorporating climate change impacts into updates of local mitigation plans, water management plans, shelter placement and capacity, review of major trafficways and evacuation routes, and cost analysis of post disaster redevelopment strategies.

Policy 13.12.03
The City shall consider the public health consequences of climate change, such as extreme temperatures and vector-borne diseases, and take steps to build capacity to respond to or support other agency responders.



Charlotte J. Burrie Civic Center



Briny Avenue Streetscape Improvement

Plan It! Pompano

CAPITAL IMPROVEMENTS ELEMENT

Purpose and Direction: The Capital Improvements Element was originally intended by Chapter 163 (the original Growth Management Act) to be where the improvements necessary to meet projected level of service deficiencies are prioritized and funded to ensure that infrastructure is available to serve new development. Given that no infrastructure deficiencies are projected within the 2040 planning horizon, the Capital Improvements Plan will be the controlling document for capital projects in the City.

The CIE, however, does continue to provide guidance for setting capital improvement priorities that will move the City towards achieving Comprehensive Plan goals which include ensuring Pompano becomes: a pedestrian friendly and multi-modal City with tight-knit, safe and inviting neighborhoods, progressive industries and high quality jobs; a City known for its world-class park system and publically accessible beach; and a sustainable, resilient and forward-looking community.

Goals, Objectives, and Policies

Goal 14: To ensure the orderly and efficient provision of all public services and facilities to serve existing and future residential, commercial and industrial needs.

Objective 14.01.00 –

To use the Capital Improvements Plan on an annual basis as part of the City's budget process to identify improvements needed to meet existing deficiencies, to accommodate desired future growth and to replace obsolete or worn out facilities.

Policy 14.01.01

The Capital Improvements Plan shall use the following criteria in determining the priority of capital improvement projects.

a. Preserves the health and safety of the public by eliminating existing public hazards.
b. Eliminates any identified capacity deficits and maintains adopted Level of Service standards.
c. Protects prior infrastructure investments.
d. Consistent with County plans and state agencies.
e. Accommodation of new development and redevelopment in the Northwest Area.
f. Improves traffic, mobility, connectivity, pedestrian safety and cyclist safety by and fills mobility gaps, supports more effective interconnectivity, and ensures increased and safe accessibility to activities, events and locations (bikeway path, commuter rail).
g. Addresses sea level rise, flooding, energy efficiency, water quality, water efficiency or other sustainability measures.
h. Promotes or accelerates sustainable economic development, increased tax base, increased property values, and improved job opportunities.

Policy 14.01.02

Provide the necessary capital improvements to maintain water, wastewater and stormwater levels of service through the 2040 planning horizon consistent with the following:

a. Capital improvements will adhere to all construction standards and reasonable construction costs considering an acceptable useful life and maintenance costs in light of sea level rise impacts.
b. Water, sanitary sewer, and stormwater improvements will be designed and constructed to the size and elevation required to serve the City’s projected needs in light of sea level rise impacts.
c. To the maximum extent possible, water and sanitary sewer support systems should be designed to accept future facilities without the need to substantially redesign existing facilities while still being resilient to sea level rise and other applicable climate change impacts.
d. Utilize existing and future sources of funding for water, stormwater and wastewater improvements and ensure all enterprise funds are utilized for their intended purpose.
e. Implement the water supply projects described in the 10-Year Water Supply Facilities Plan. These improvements shall be incorporated into the Capital Improvements Plan and City’s budget on an annual basis with identified, committed funding sources for the initial three years as required by Chapter 163, F.S.

Policy 14.01.03

Support Broward County Transit and provide capital improvements that facilitate achievement of the transit oriented levels of service standard specified in the Transportation Element; provide consistent street sections throughout the City and prioritize roadway improvement projects which improve safety, bike and pedestrian facilities; fill existing network gaps; and are based on complete street principles.

Policy 14.01.04

The City shall provide capital improvements related to stormwater management operations and maintenance including those intended to improve flood protection and reduce pollution from urban stormwater discharge.

Policy 14.01.05
To adopt a Capital Improvement Plan prior to the beginning of the new fiscal year as required by the Code of Ordinances of the City.

Policy 14.01.06
To provide responsible repair and replacement of existing facilities while meeting the need for new improvements.

Objective 14.02.00 –

The City will limit the expenditure of public funds in high hazard coastal areas to the projects which contribute to the upgrade and maintenance of existing capital facilities, increase public access to the beach, accommodate sea level rise and improve community resilience.

Policy 14.02.01
Restrict the funding of capital improvement projects in coastal high hazard areas to projects which serve a public purpose.

Objective 14.03.00 –

The City will continue to use a Development Review Committee to coordinate development or redevelopment proposals to ensure consistency with existing service availability or the financial ability to provide those services in a timely fashion.

Policy 14.03.01
To provide the public facilities for developments in accordance with the development orders issued.

Policy 14.03.02
The City shall provide the infrastructure necessary to maintain the adopted level of service standards presented in this Plan concurrent with the impact of development.

Policy 14.03.03
No development order shall be issued unless there is sufficient capacity to permit the development, or any capital project necessary to maintain the adopted level of service will be identified, phased and constructed concurrently with the anticipated impacts of that development.

Policy 14.03.04
All permits to construct public buildings will be subject to concurrency requirements.

Objective 14.04.00 –

Through the development review process the proportionate cost of capital improvements necessary to maintain adopted levels of service shall be determined and assessed to developers.

Policy 14.04.01
To require developments to post performance bonds for the construction of utility, road and other off-site improvements necessary to accommodate the development of vacant parcels and substantial redevelopment of existing properties.

Policy 14.04.02
To establish a preference for the actual construction of off-site improvements in lieu of cash payments where feasible.

Objective 14.05.00 –

To adequately fund the Capital Improvement Plan through a variety of funding sources including property taxes, impact fees, general revenues, state and county contributions, assessments, private contributions, and bonded indebtedness such as the 2018 General Obligation Bond.

Policy 14.05.01

The City shall seek to fund capital improvement projects through user fees, revenue bonds, impact fees, assessments, public-private partnerships and general funds and shall request voters to approve the use general obligation bonds if the above funds are not available or are insufficient.

Policy 14.05.02

To adhere to the City Charter requirement which limits bonded indebtedness to 15% of the taxable value.

Policy 14.05.03

To carefully consider all other revenue sources before increasing the bonded indebtedness of the City.

Policy 14.05.04

The City shall continually investigate new sources of funds for capital improvements.

CITY OF WILTON MANORS

COMPREHENSIVE PLAN

FUTURE LAND USE ELEMENT

DATA INVENTORY AND ANALYSIS

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS™

September 2019

DATA INVENTORY AND ANALYSIS

PURPOSE

The purpose of the Future Land Use Element is the designation of future land use patterns as reflected in the goals, objectives and policies contained in the City of Wilton Manors Comprehensive Plan. The supporting data provides a broad survey of current land use patterns, natural land features, and availability of public facilities for existing and future development. Future land use patterns are depicted on the *Future Land Use Map* (Map FLU 2).

PLANNING TIMEFRAMES

The City of Wilton Manors Comprehensive Plan provides guidance on development and redevelopment over two planning periods: a 5-Year short term planning period ending FY 2023 and a long term planning period ending FY 2038.

EXISTING LAND USE CONDITIONS

The City of Wilton Manors is located in the central east side of Broward County and is generally bounded by the North and South forks of the Middle River and the C-13 Canal. The surrounding municipality is primarily the City of Fort Lauderdale except for on the north side which is the City of Oakland Park. In the southwest portion of the City is a small area that is carved out for the independent municipality of the Village of Lazy Lake. The City is nearly built out. The Future Land Use Element supports the City's desire to maintain its stable single family residential neighborhood, encourage redevelopment of the business area and mixed use areas.

The City's total land area is just less than two square miles. Since the last Comprehensive Plan update there has been no annexations or contractions of the land within the City. There are no surrounding unincorporated lands within or adjacent to the City. Therefore, Wilton Manors

does not anticipate any land area changes in the near future or in the next long term planning period.

Existing land use patterns are depicted on *Map FLU 1 Existing Land Use*. An analysis of Existing Land Use indicates that residential uses make up approximately 55% and commercial uses make up 8.31% of the total land area. Institutional and government use account for 4.26% and 3.05% of the total City acreage. The City is 99% developed with only 7.22 acres vacant in 2018. Existing land uses are listed in Table 1-1 and summarized following the table.

Table 1-1

Existing Land Use

EXISTING Land Use	Acres	Percentage of Total Acres
Commercial	104.31	8.31%
Government	38.31	3.05%
Industrial	11.16	0.89%
Institutional	53.41	4.26%
Railroad Right of Way	8.23	0.66%
Residential	690.03	54.99%
Road Right of Way	233.98	18.65%
Vacant	7.22	0.58%
Water/Shoreline	108.22	8.62%
TOTAL ACREAGE	1254.87	100.00%

Source: Broward County GIS Services; Calvin, Giordano & Associates, 2018

Residential

The primary existing land use in the City of Wilton Manors is residential which accounts for approximately 690 acres or 55% of the total land area of the City. The residential land is characterized primarily by single-family residential neighborhoods.

Commercial

Commercial land use accounts for approximately 8.31% of the total acreage in the City. The 104.31 acres of existing commercial property is primarily along the main transportation corridors in the City – Wilton Drive, NE 26th Street, N. Andrews Avenue, Dixie Highway, and Oakland Park Boulevard.

Industrial

There is very limited industrial property in the City. The properties that are currently industrial in nature are along Dixie Highway and/or adjacent to the railroad right-of-way. Most are light industrial or warehouse types of businesses. Industrial property accounts for less than 1% of the total land use in the City.

Government / Institutional

Government land use includes such uses as City Hall and other City property, public parks and open spaces and public schools. Institutional land use includes community facilities such as church and other houses of worship, hospital, nursing homes, and other non-profit type of businesses or organizations. Government land use accounts for 3.05% and Institutional land use accounts for 4.26% of the City's total land use.

Water

Water and associated shoreline property represent 8.62% of the City's total land use. The City is surrounded by the North and South forks of the Middle River. Most of this property is along the edges of the City and associated finger canals.

Other

Road and railroad right-of-way accounts for approximately 20% of the City's land use.

Vacant

The City is almost entirely developed with only 7.22 acres remaining vacant in 2018. This represents less than 1% of the City's total land use. The following table identifies the land use designation of the vacant land.

Table 1-2

Vacant Land by Existing Land Use

Existing Land Use	Vacant Acres	Percentage of Total Vacant Acres
Commercial	2.29 acres	31.68%
Government	0.40 acres	5.55%
Institutional	0.19 acres	2.62%
Residential	4.34 acres	60.15%
TOTAL Vacant Acreage	7.22 acres	100.00%

Source: Broward County GIS Services; Calvin, Giordano & Associates, 2018

POPULATION

Population and Projections

The City's population according to the 2010 U.S. Census was 11,632. By 2040, the City's population is expected to remain relatively stable with slight fluctuations up and down over the next 20 years (See Table 1-3). According to the Florida Housing Data Clearinghouse (FHDC), between 2010 and 2040 the City is projected to see an additional 737 residents, which represents 6.3% growth from 2010.

Table 1-3

Historic Population and Projections, Wilton Manors 2000 - 2040

Year	Population	% Change from 2010 Population
2000	12,689	N/A
2010	11,632	N/A
2015	12.445	+6.9%
2020	12,556	+7.9%
2025	12,557	+7.9%
2030	12,471	+7.2%
2035	12,461	+7.1%
2040	12,369	+6.3%

Source: Shimberg Florida Housing Data Clearinghouse (FHDC) based on U.S. Census Bureau 2000-2010 data

Annexation

No annexations are being considered at this time.

Land Needed to Accommodate Population

The City is almost built-out with only 7.22 acres (0.58%) of vacant land. The only development that is expected over the next planning horizon is redevelopment of existing developed properties. Redevelopment is expected to be at or near existing densities however, most projects which have redeveloped in the past 10 years have been at or below current densities.

PUBLIC FACILITIES ANALYSIS

Sanitary Sewer Facilities

Sanitary sewer treatment capacity is provided by the City of Fort Lauderdale through an interlocal agreement. According to the agreement, Wilton Manors can transmit up to 2.56 MGD of wastewater into Fort Lauderdale wastewater system via the sewer connection located at NE 16th Avenue in Oakland Park. Based on an adopted LOS standard of 160 gpcpd, Wilton Manors will have adequate capacity beyond the year 2035. See the Sanitary Sewer Sub-Element for more information.

Potable Water Facilities

The City of Wilton Manors is supplied with potable water by the City of Fort Lauderdale through a large user agreement and will continue to into the City's next planning horizon. Wilton Manors maintains the water distribution system and is responsible for meter reading and billing. The Cities of Wilton Manors through the update to the potable water sub-element and Fort Lauderdale through their adopted 10-Year Water Supply Facilities Work Plan have coordinated the planning of potable water need and facilities to reflect anticipated population growth and level of service standards as required by Florida Statutes. This coordination will continue with the preparation of the next round of 10-Year Water Supply Plans in 2019. Over the five-year planning horizon, there are only minor distribution system improvements needed for Wilton Manors to maintain its adopted level of service standards. The City of Fort Lauderdale, as the water supplier, has identified capital improvements for the potable water system within their 2015 City of Fort Lauderdale 10-year Water Supply Facilities Work Plan adopted in April 2015. The work plan and capital improvements are formally adopted by Wilton Manors by reference in Policy 2.3 of this element. See the Potable Water Sub-Element for more information.

Solid Waste

All solid waste from Wilton Manors is taken to the Wheelabrator Waste-to-Energy Facility in Davie, FL (South Broward County Resource Recovery Facility). Collection is provided by a private company, Waste Management, Inc. which the City has contracts with for the next eight (8) years. There are no deficiencies identified at this time for solid waste collection or disposal. See the Solid Waste Sub-Element for more information.

Stormwater Drainage Facilities

Wilton Manors has included drainage standards of the South Florida Water Management District and Broward County in its Unified Land Development Regulations and implements these standards for all redevelopment activities. There are no specific stormwater capital improvement projects needed to maintain adopted level of service standards. See the Drainage Sub-Element for more information.

Transportation

The major north-south roadways in the City of Wilton Manors are:

- Andrews Avenue (County);
- NE 4th Avenue/Wilton Drive (State); and
- Powerline Road (State).

The major east-west roadways are:

- NE 26th Street (County); and
- Oakland Park Boulevard (State).

The level of service analysis for existing conditions (2017) indicates that the following major roadways have portions operating at failing level of service F:

- Oakland Park Boulevard.

Five (5) bus routes from Broward County Transit travel through the City. More information about the City's transportation system can be found in the Transportation Element.

Parks and Recreation

The City has an adopted Level of Service of 4.25 acres of publicly-owned lands per 1,000 permanent population. The City has approximately 66.79 acres of publicly-owned parks space and will continue to meet their level of service through the short term and long term planning periods. In total Wilton Manors has eighteen (18) park and recreation facilities throughout the City, including seven (7) community parks, ten (10) neighborhood parks and one (1) public waterway. See the Recreation and Open Space Element for more information.

Public Schools

There are no educational facilities that are under the local jurisdiction's control. Broward County in its entirety is under one public school system. The City of Wilton Manors is part of this countywide system. Located within the corporate limits is one (1) public school - Wilton Manors Elementary School. Currently there is a charter school in the City as well – Somerset Academy. There are no public middle or high school facilities within the City. Broward County will continue to implement the provisions according to State Statue through the Interlocal Agreement for Public School Facilities Planning (ILA), and together with the various municipalities including the City of Wilton Manors will continue implementing public school concurrency under provisions set forth in the State Statutes.

Elementary:

- *Wilton Manors Elementary School*

The school is currently and projected to have sufficient capacity to meet level of service standards in the short term and long term planning time frames.

Capital Improvements

The City prepares a 5-Year Schedule of Capital Improvements in the Capital Improvements Element. For FY 2018/2019 the City has no deficiencies or LOS issues that need to be addressed.

HISTORIC PRESERVATION

The Bureau of Archaeological Research within the Florida Office of Cultural and Historic Preservation maintains the Florida Master Site File (MSF), a database that contains information on archaeological and historic resources in Florida. The MSF includes 38 records for the City of Wilton Manors: two (2) historical bridges; three (3) resource groups; and 33 Historical Structures.

The Florida Department of Historic Resources has jurisdiction over historic and archaeological sites if there are human remains or if a state or federal permit is requested. If a private property owner develops or redevelops their property and their property is listed on the MSF, the state historic preservation officer should be contacted for guidance.

The Wilton Manors City Commission has identified two (2) properties as Historic Landmark Sites; Richardson Historic Park and Nature Preserve, 1937 Wilton Drive; and Wilton Manors Woman's Club, built in 1955 - 600 NE 21st Court. Wilton Manors Historical Society has awarded Historic House plaques to eight (8) homes within the community along with awarding five (5) Historical Structure plaques to commercial and non-residential entities (See Map FLU-3).

NATURAL RESOURCES ANALYSIS

Map CVN 2 - Soils identifies and maps native habitat within the City. The land coverage can be categorized as Developed. There are no native preserves or remaining native habitats or wetlands within the City.

Water Resources

Residents of the City of Wilton Manors receive their potable water supply from the City of Fort Lauderdale. The source of potable water is the Biscayne Aquafer. Reuse water is not available in the City. The Infrastructure Element goes into greater detail on water supply. The City of Wilton

Manors and Broward County fall within the South Florida Water Management District's (SFWMD) Lower East Coast (LEC) water supply planning region. The City coordinates water facilities planning with the City of Fort Lauderdale and was an active participant in the development of the City of Fort Lauderdale Water Supply Facilities Work Plan (WSFWP) adopted on April 7, 2015. The City of Wilton Manors has included information from the City of Fort Lauderdale WSFWP in this update to the Comprehensive Plan and will continue to coordinate with the City of Fort Lauderdale in the next round of water supply facilities work plan updates based on the LEC Water Supply Plan Update 2018.

Wellfield Protection

There are no public wellfields or wellfield protection zones located in the City of Wilton Manors.

Soils

The native soil surface of the City is shallow in many areas. In many parts of the City, it is necessary to dig into the limestone just below the surface to plant trees and shrubs. The distribution of soils is shown in Map CVN 2 - Soils. The following is a list of the soil types mapped in the City; Arents, Organic Substratum Arents, Dade, Immokalee, Matlacha, Plantation, Udorthents and Urban Land.

Soil Erosion

There are no known areas with significant soil erosion problems in the City of Wilton Manors. The City is relatively flat, is nearly built out, and has no ongoing sand or limestone mining operations. The shorelines of the North and South forks of the Middle River that surround the City are subject to erosion through wake action if shorelines are not protected through vegetation or other proactive armoring.

Commercially Valuable Minerals

The lime rock which underlines the City represents a significant mineral resource. However, there are no commercial mining or mineral extraction activities in the City.

Development and Redevelopment on Flood Prone Areas

Map CVN-1 Flood Zones locates the flood zones within the City. Nearly the entirety of the City is an X-Shaded zone; this zone is spread throughout the City. The AH zone falls generally north of NE 26th Street; the AE zone is located in the north and south corridors of the City; and X zones reside on the south side of the City between N. Andrews and N. Dixie Hwy. Existing land uses found within these flood zones are discussed earlier in this Element.

Topography

Map CVN 3- Topography, identifies the topography of the City. The City is nearly flat with elevations ranging only from 0 to 10 feet. The vast majority of the City has an elevation of 6 feet or less. The lowest elevation is found along south portion of the City – south of NE 26th Street. The highest elevation is located in the south east section of the City.

Hazard Mitigation

Within the City there is the potential for impacts from lightning, floods, tornadoes and tropical storms, but the most significant natural disaster threat the City needs to plan for is the event of a hurricane.

During a hurricane evacuation, a significant number of vehicles will have to be moved across the local and regional road network. There are limited route choices, *Map TRN-8 Evacuation Routes* identifies the designated evacuation route for the City. There are no emergency shelters located within the City.

Resiliency Planning / Adaptation to Climate Change

The City of Wilton Manors continues to identify and address existing and emerging resiliency concerns. Located near the coast in Southeast Florida the City recognizes they are in one of the areas of the United States that will be most highly impacted by climate change; and that rising seas, higher temperatures, shifting rainfall patterns, extreme rain and storm events, and saltwater intrusion are some of the climate related matters that need to be threaded throughout their community resiliency planning processes. See the Coastal Management Element DIA for more information regarding the City's efforts on community resiliency planning as well as the Goals, Objectives and Policies or each element for more specifics.

FUTURE LAND USE PLAN

Map FLU 2 Future Land Use designates future land uses in the City and provides a blueprint of the City and the physical relationship of land uses. The Future Land Use Map guides future development according to the vision of residents, property owners and business owners in the City. The land use designation description outlines the intent, function, standards, and permitted activities for each land use category and describes the relationship among the various land use categories. The Future Land Use Map reflects a planning horizon of at least 10 years and serves as the basis for zoning designations provided in the Zoning Code. Table 1-4 shows the distribution of future land uses in the City.

Table 1-4

Future Land Use

FUTURE LAND USE DESIGNATION	Acres	Percentage of Total Acres
Commercial	113.37	9.04%
Community Facilities	25.68	2.05%
Low-5 Residential	507.96	40.48%
Low-Medium-10 Residential	59.44	4.74%
Medium-16 Residential	96.61	7.70%
Recreation and Open Space	12.46	0.99%
Right of Way	253.30	20.19%
Transit Oriented Corridor	87.46	6.97%
Water	98.50	7.85%
TOTAL	1254.79	100.00%

Source: Broward County GIS Services; Calvin, Giordano & Associates, 2018

Approximately 52.92 % of the total land area is designated for residential uses with the majority of the residential uses designated as Low-5 Residential (40.48%). Following residential uses, the highest percentage uses consist of; Right of Way with 20.19%, Commercial uses with 9.04%, and Water with 7.85% of the overall land area.

Residential

Residential land use is the predominant land use within the City. It accounts for approximately 664 acres or 52.92% of the total land area of the City. There are three (3) residential land use categories within the City as shown on the Future Land Use Map (Map FLU 2) including: Low-5 Residential, Low-Medium-10 Residential, and Medium-16 Residential. The Low-5 Residential category is the largest with approximately 508 acres (40.48% of the total City acres) and represents the single-family residential nature of the City. Commercial land uses have potential

for residential dwelling units subject to Flexibility Units and Redevelopment Units allowed by the Broward County Land Use Plan and the City's availability of Flexibility Units.

Commercial

Commercial land use is primarily along the City's primary transportation routes including Wilton Drive, NE 26th Street, N. Andrews Avenue, and Oakland Park Boulevard. There is approximately 113 acres designated Commercial on the City's Future Land Use Map (Map FLU 2) which represents 9% of the City's total land cover.

Transit Oriented Corridor

The Transit Oriented Corridor is a mixed use land use designation that is focused along the FEC Railroad and Dixie Highway corridors of the east central portion of the City. It represents approximately 87.46 acres or 6.97% of the total land area of the City.

Other

The remaining land use designations within the City include: Community Facilities, Recreation and Open Space, Right-of Way, and Water. Right-of-Way which includes the public roadways and FEC Railroad tracks accounts for approximately 253 acres or 20% of the total land area of the City.

CONCLUSION

Past land use plans and accompanying zoning ordinances have produced a relatively desirable development pattern and the future physical form of Wilton Manors is not expected to vary significantly from existing patterns of development. As discussed earlier in this Chapter, there are no annexation possibilities for the City, the population projections for the next planning horizon are modest, and the City is almost built-out with only 7.22 acres of vacant land. The only development that is expected over the next planning horizon is redevelopment of existing developed properties. Redevelopment is expected to be at or near existing densities however,

most projects which have redeveloped in the past 10 years have been at or below current densities.

However, the need and opportunity for infill, redevelopment, revitalization, and reuse exists. As such, the goals, objectives, and policies of the Future Land Use Element emphasize infill, redevelopment, revitalization, and reuse. There is redevelopment potential in the TOC but it is subject to the private sector market.

CITY OF WILTON MANORS

COMPREHENSIVE PLAN

FUTURE LAND USE ELEMENT

GOALS OBJECTIVES AND POLICIES

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS™

September 2019

I. Future Land Use Element

Goals, Objectives and Policies

Introduction

The primary purpose of the Future Land Use Element is to create the physical framework of the City by establishing the classification, spatial distribution, relationship, balance, and density/intensity of land uses.

~~Three principal mechanisms serve to implement the Future Land Use Element:~~

- ~~The goals, objectives, and policies;~~
- ~~The Future Land Use Map; and~~
- ~~The land use designation description found under the Future Land Use Map section and Plan Implementation Requirements section of this Comprehensive Plan.~~

~~While each mechanism serves a separate function, they are all directly related to and operate in conjunction with each other. In addition, each mechanism is consistent with and furthers the other elements of this Comprehensive Plan.~~

Pursuant to the requirements of the Broward County Charter the Future Land Use Element must be consistent with the *Broward County Land Use Plan*. Consistency is confirmed by certification of the City's Future Land Use Element with the County plan by the Broward County Planning Council. ~~Throughout this volume of the Future Land Use Element references are made to specific goals, objectives or policies of the Broward County Land Use Plan for the purpose of certification review. These references are shown in parentheses containing the initials "B.C.P.C".~~

~~The goals, objectives, and policies serve three primary functions:~~

- ~~Outline the City's development concepts and strategies, including desired project appearance and attributes;~~
- ~~Establish site specific guidelines for new development, infill, redevelopment, revitalization, and reuse; and~~
- ~~Provide direction on planning and development/growth management issues.~~

~~The Future Land Use Map establishes a blueprint of the City and the physical relationship of land uses. This is accomplished through the establishment of the various land use categories and by the geographic distribution, location, and extent of each land use category as delineated on the Future Land Use Map.~~

~~The land use designation description outlines the intent, function, standards, and permitted activities for each land use category and describes the relationship among the various land use categories.~~

~~Past land use plans and accompanying zoning ordinances have produced a relatively desirable development pattern and the future physical form of Wilton Manors is not expected to vary significantly from existing patterns of development. However, the need and opportunity for infill, redevelopment, revitalization, and reuse exists. As such, the goals, objectives, and policies of the Future Land Use Element emphasize infill, redevelopment, revitalization, and reuse.~~

Goal

To ensure that the City maintains viable and attractive residential areas with quality recreation and a balanced supply of commerce to meet the needs of the residents and other commercial and industrial activities and to ensure that quality new development, infill, redevelopment, revitalization, and reuse occurs in Wilton Manors.

Objective 1

Future development and redevelopment will be controlled through the adoption and enforcement of land development regulations. ~~(B.C.P.C. 01.04.00)~~

~~Monitoring and Evaluation:~~

- ~~Adoption and administration of appropriate Land Development Regulation revisions, with amendments as needed to respond to changing conditions and to ensure consistency with the comprehensive plan.~~

Policy 1.1

Continue to review and amend the Unified Land Development Regulations as necessary to implement the adopted Comprehensive Plan as amended and, at a minimum, to:

a. Regulate the subdivision of land to ensure the general health, safety and welfare of the public is protected by evaluating the proposed land division against standards contained in the development codes.
b. Regulate the use of land consistent with this Element and ensure the compatibility of adjacent land uses through buffering provisions or setback requirements; and the proper design, buffering and location of solid waste and recycling containers.
c. Ensure that existing recreation, open space and conservation areas are preserved. ~~(B.C.P.C. 05.02.04)~~
d. Regulate the size and placement of signage to ensure consistency with the City's character and historic development and with infill, redevelopment, revitalization, and reuse initiatives. ~~(B.C.P.C. 02.06.01)~~
e. Ensure that development orders and permits shall not be issued which result in a reduction of the level of services for the affected public facilities below the Level of Service Standards adopted in this Comprehensive Plan.
f. Ensure that areas identified as being subject to seasonal and periodic flooding are addressed. ~~(B.C.P.C. 09.07.00)~~

g. Ensure that prior to plat approval, the public facilities and services necessary to meet the Level of Service Standards established within the City's Comprehensive Plan will be available concurrent with the impacts of development, consistent with Chapter 163.3202(g) Florida Statutes and the Concurrency Management policies included within Objective 3 of the Capital Improvements Element. ~~(B.C.P.C. 1.04.01, 08.02.01, 11.01.04)~~
h. Ensure that right-of-way sufficient to meet the requirements of the Broward County Trafficways Plan is conveyed to the public by deed, easement or other legal means at the time of plat recordation. ~~(B.C.P.C. 12.02.00, 12.02.03)~~
i. Ensure that the transportation corridors identified on the Broward County Trafficways Plan are protected by not issuing building permits or development orders for construction within identified rights-of-way. ~~(B.C.P.C. 12.02.00, 12.02.05~~)
j. Regulate the use of industrial land to minimize potential adverse impacts including noise, vibration, air pollution, glare, heat, solid waste, fire and explosion. ~~(B.C.P.C. 03.04.01, 01.04.00, 01.06.00)~~

Policy 1.2
Residential development shall be consistent with the following density and intensity standards:

a. Low (5) Residential - up to 5.0 residential units per gross acre;
b. Low-Medium (10) Residential - 5.1 to 10.0 residential units per gross acre;
c. Medium (16) Residential - 10. 1 to 16.0 residential units per gross acre;
d. Medium-High (25) Residential - 16.1 to 25.0 residential units per gross acre.

Policy 1.3
Nonresidential development shall be consistent with the following density and intensity standards:

a. Commercial: 50 foot maximum height and 15 percent minimum open space;
b. Industrial: 35 foot maximum height and 15 percent minimum open space;
c. Open Space and Recreation: maximum Floor Area Ratio of 0.10;
d. Community Facilities: 30 foot maximum height and 25 percent minimum open space.

These maximum intensity standards shall not preclude the City from its ability to authorize variances to its Unified Land Development Regulations to exceed these parameters due to unusual circumstances and unnecessary hardship, provided that no variance shall exceed standards by one story.

Policy 1.4
Continue to ensure the location and intensity of nonresidential uses are in accordance with the City's adopted Future Land Use Map, the Unified Land Development Regulations and the Zoning Ordinance of the City.

Policy 1.5
Continue to ensure the Unified Land Development Regulations address performance standards for:

a. buffering and open space requirements; and
b. the intensities of the use of the land.

Policy 1.6
All commercial developments requiring a development order shall meet the off-street parking and loading facilities requirements as established in the City's Unified Land Development Regulations.

Policy 1.7
The City shall periodically review the parking provisions in the Unified Land Development Regulations and amend as necessary to update provisions which address construction standards, location, design, configuration, dimension and number of parking spaces and screening in a manner that promotes safety, compatibility and aesthetics. ~~(B.C.P.C. 02.05.00)~~

Policy 1.8
The City shall periodically review the parking regulations in the Unified Land Development Regulations and amend as necessary to allow for alternative parking considerations for ~~exceptional~~ new commercial and industrial development, infill, redevelopment, revitalization, and reuse projects in vital commercial and industrial areas.

Policy 1.9
Commercial uses as provided for in Policy 1.3 shall be further defined as neighborhood commercial or community commercial in the Unified Land Development Regulations within one year of certification. ~~(B.C.P.C. 02.04.06)~~

Policy 1.10
The City shall continue to ensure the Unified Land Development Regulations provide for both the timely completion and regular maintenance of all required capital improvements and amenities. ~~(B.C.P.C. 01.04.02)~~

Policy 1.11
Continue to ensure the Unified Land Development Regulations include provisions to exclude those applications deemed appropriate for exemption from the mandatory formal site plan review process, wherein all departments within the City and other applicable agencies are provided the opportunity to respond to pending developments, by the City.

Objective 2
Support, encourage and guide infill, redevelopment and revitalization activities in appropriate areas. ~~(B.C.P.C. 08.03.00, 08.03.03)~~

~~Monitoring and Evaluation:~~

- ~~Development review procedures to ensure new development reflects appropriate densities, character and design.~~
- ~~Review and update of the Safe Neighborhood Plan on a five year basis.~~

Policy 2.1
The redevelopment of residential neighborhoods shall be designed to include a more efficient system of internal circulation, including the provision of collector streets to feed the traffic onto arterial roads and highways. ~~(B.C.P.C. 14.03.06)~~

Policy 2.2
Promote infill development through the provision of potable water and sanitary sewer service to those developed portions of Wilton Manors which are currently inadequately served. ~~(B.C.P.C. 08.03.02)~~

~~**Policy 2.3**~~
~~The City shall continue to implement, and update as necessary, its Safe Neighborhood Plan.~~

Policy 2.3 4
The lands encompassed by the Traditional Neighborhood District ~~Development~~ overlay zoning district as defined by the City Commission and the Powerline Road, Andrews Avenue, and Oakland Park Boulevard corridors shall be target areas for the promotion of infill, redevelopment, revitalization and reuse activities. ~~(B.C.P.C. 08.03.06, 10.01.00, 10.01.03)~~

Policy 2.4 5
The City shall continue to identify strategies and programs to encourage infill, redevelopment, revitalization, and reuse activities in appropriate areas of the City.

~~**Policy 2.6**~~
~~The City shall continue to implement its Main Street program in an effort to promote infill, redevelopment, and revitalization within the City.~~

Policy 2.5 7
The City shall continue to implement, and amend as necessary, its affordable housing program.

Policy 2.6 8
The City shall encourage increased density within appropriate areas and ensure the impacts of the increased density are mitigated by increased investment in facilities and services.

Objective 3
The City shall continue to protect parks and natural resources of the City. ~~(B.C.P.C. 09.12.00)~~

~~Monitoring and Evaluation:~~
- ~~Annual update of the inventory of parks, recreation and natural resources.~~
- ~~Administration and adoption of appropriate Land Development Regulation revisions and amendments as needed to respond to changing conditions.~~

Policy 3.1
Continue to ensure that recreational development and enhancement of existing and future facilities are compatible with the surrounding environment and continue to apply the performance standards adopted in the applicable Unified Land Development Regulations of the City and all other jurisdictions. ~~(B.C.P.C. 09.12.00)~~

Policy 3.2
The clearing of trees, other than the necessary minimum for site clearance and preparation, shall be controlled through implementation of the Broward County Tree Removal and Replacement program ~~provisions of the City's Land Development Regulations~~.

Policy 3.3
The developer/owner of any site shall be responsible for the on-site management of runoff in a manner so that post-development runoff rates, volumes and pollutant loads do not exceed pre-development conditions. ~~(B.C.P.C. 09.09.01)~~

Policy 3.4
The City shall periodically evaluate the Unified Land Development Regulations and amend them as necessary to ensure adequate provisions are in place to limit activities which have the potential to contaminate water, soil, or natural resources, whether it be directly or indirectly.

Policy 3.5
Continue to protect groundwater quality through implementation of the City's Unified Land Development Regulations. ~~(B.C.P.C. 09.02.00)~~

Policy 3.6
Continue to implement, and amend as necessary, the Unified Land Development Regulations intended to protect and enhance the City's rivers and marine resources identified on the Natural Resource Map Series of the Future Broward County Land Use Map Series. ~~(B.C.P.C. 09.03.00)~~

Policy 3.7
Priority shall be given to water-dependent uses such as marine and public access to waterways, in decisions affecting waterfront property. ~~(B.C.P.C. 09.03.02)~~

Policy 3.8
The City shall encourage the location of new boat ramps and other water-dependent uses in a manner which protects manatees in those areas which manatees frequent. ~~(B.C.P.C. 09.03.10)~~

Policy 3.9
The City shall consider the potential impacts of land use plan amendments on wetland resources and strive to minimize those impacts to the extent feasible. ~~(B.C.P.C. 09.05.09)~~

Policy 3.10
The City shall discourage land use plan map amendments for uses with the potential to cause aquifer contamination.

Objective 4

The City shall periodically assess, and amend as necessary, the Unified Land Development Regulations to incorporate innovative land development techniques and enhance the quality of development and redevelopment within the City.

~~Monitoring and Evaluation:~~

- ~~Administration and adoption of appropriate Land Development Regulation revisions and amendments as needed to respond to changing conditions.~~

Policy 4.1
Through its Unified Land Development Regulations, the City shall continue to encourage Mixed Use development, as appropriate, consistent with the Plan Implementation Requirements section of the City's Comprehensive Plan. ~~(B.C.P.C. 10.01.01)~~

Policy 4.2
Innovative planning ~~Cluster Zoning~~ and similar techniques shall be used in conjunction with redevelopment activities as a means of increasing open space areas within the City.

Policy 4.3
Unified Land Development Regulations shall include provisions for the transfer of development rights which:

a. provide for the transfer of development rights from environmentally sensitive areas in order to protect and preserve same; and
b. provide for the transfer of development rights to encourage the development of and preservation of open space, whether it be public or private.

Policy 4.4
Encourage professional standards of architectural and urban design, site planning, and landscaping.

Policy 4.5
~~By 2015, the~~ The City shall periodically evaluate the feasibility of amending the Unified Land Development Regulations to include architectural standards, and enhanced site planning and landscaping requirements for nonresidential development.

Policy 4.6
Continue to apply innovative planning techniques ~~urban design guidelines~~ to development and redevelopment projects.

Policy 4.7
Through its Unified Land Development Regulations the City shall ensure that new housing developments are in keeping with the character of, or compatible with, the overall neighborhood character, as expressed through prevalent architectural style or other characteristics, where the preservation of such character is deemed desirable.

Policy 4.8
Continue to implement, and amend as necessary, the landscape provision of the Unified Land Development Regulations to ensure, at a minimum, the standards:

a. promote the maximization of open/green space through appropriate project design,
b. maximize the use of Florida Friendly landscaping ~~xeriscape~~, and other water conservation techniques,
c. require the provision of adequate sight distances, and
d. require maintenance of all on-site landscaping and prompt replacement of dead or diseased vegetation, ~~.~~
e. Sustainable landscape practices.

Policy 4.9
In accordance with the Unified Land Development Regulations, require that site lighting be provided in an aesthetically pleasing manner with illumination levels compatible with adjacent areas and designed to ensure safe movement of pedestrian and vehicular traffic and to promote security and crime prevention. ~~(B.C.P.C. 14.04.01)~~

Policy 4.10
In accordance with the Unified Land Development Regulations, require development and redevelopment to incorporate Crime Prevention Through Environmental Design (CPTED) principles, including lighting, street design, natural surveillance, natural access control and territorial reinforcement. ~~(B.C.P.C. 14.04.00)~~

Policy 4.11
The Unified Land Development Regulations shall encourage increased use of mixed densities and housing product types within a development to increase the diversity of housing choices.

Policy 4.12
Facilitate pedestrian and bicycle movement and increase the use of mass transit by using such measures as innovative site design and transportation-oriented design.

Policy 4.13
Ensure that City programs, and the permitted uses and development standards of the Unified Land Development Regulations, adequately address the housing needs of the City's diverse ~~special needs~~ populations~~, including those with disabilities, the homeless, those earning very low incomes, seasonal workers, the elderly, and those previously institutionalized for mental or health concerns~~.

Policy 4.14

The City shall work with regional partners ~~Once the South Florida Regional Planning Council develops and refines a concept~~ to provide affordable housing, and quantifiably treating affordable housing as infrastructure, to the extent that the cost of affordable housing is factored into proposed developments that create a need for affordable housing~~, the City shall consider amending the Land Development Regulations to implement such a concept~~.

Policy 4.15

The City supports the principles of AARP's Livable Communities policy book and shall incorporate the principles into the ULDRs and other City documents as appropriate.

Objective 5

In accordance with Florida Statutes and the Broward County Land Use Plan, all development orders and permits for future development and redevelopment activities shall be issued only if public facilities subject to concurrency are in place or under construction within three years of building permit approval. Those facilities which are subject to concurrency requirements include public education facilities, transportation, recreation and open space, drainage and flood protection, potable water, sanitary sewer and solid waste. These facilities are required to meet adopted level of service standards identified in the Capital Improvements Element of this comprehensive plan. ~~(B.C.P.C. 08.06.00, 08.06.02, 11.01.00, 12.01.00)~~

~~Monitoring and Evaluation:~~

- ~~Annual record of the level of service for those public facilities that are subject to concurrency.~~
- ~~Capital Improvement Plan schedule of funded improvements to correct any deficiencies in those public facilities that are subject to concurrency.~~

Policy 5.1

The City shall continue to ensure its established review and approval process is in conformance with Florida's Community Planning ~~Local Government Comprehensive Planning and Land Development Regulation~~ Act, including Section 163.3180 Florida Statutes, as amended, and:

a. requires that facilities and services are available in accordance with the adopted Level of Service Standards; and
b. requires that facilities are available concurrent with the impacts of development, or that the development orders are conditioned upon the availability of the infrastructure necessary to serve the proposed development; and
c. requires that facilities that provide utility service to the land uses are authorized at the same time as the land uses are authorized. ~~(B.C.P.C. 08.06.00, 08.01.01, 08.06.01, 12.01.01)~~

Policy 5.2

Public facilities and utilities shall be subjected to an evaluation conducted under the City's direction prior to construction to:

a. maximize the efficiency of services provided;
b. minimize their cost;
c. minimize their impacts on the natural environment; and
d. consider utilizing US Green Building Council (USGBC) Leadership in Energy Efficient Design (LEED) criteria or other comparable certification program criteria.

Policy 5.3
Future industrial land uses shall be located with access to major transportation facilities including highways, airports, railroads, and seaports. ~~(B.C.P.C. 03.01.02)~~

Policy 5.4
The City shall consider the individual and cumulative impacts of proposed development on existing and planned local public services and facilities and regional roadway network taking into account the City's seasonal population and Broward County's tourist demands. ~~(B.C.P.C. 08.01.03, 9.12.02, 12.01.04, 12.02.00)~~

Policy 5.5
The City shall require that the highway capacity methodology endorsed by the Broward County Metropolitan Planning Organization and approved by the Broward County Board of County Commissioners be used to determine the capacities and levels of service on the regional roadway network. ~~(B.C.P.C. 12.01.02)~~

Policy 5.6
Regional and community facilities shall be located close to major transportation corridors and mass transit routes. ~~(B.C.P.C. 08.02.01, 08.03.05)~~

Policy 5.7
All development permits shall be reviewed for approval consistent with the City's Future Land Use Element and Plan Implementation Requirements section and with the Development Review Requirements subsection of the Plan Implementation Requirements section of the Broward County Land Use Plan. ~~(B.C.P.C. 08.01.02)~~

Policy 5.8
The City shall ensure that adequate police, fire and emergency medical services and facilities exist to serve current and future residents. ~~(B.C.P.C. 08.01.17)~~

Policy 5.9
The City shall consider transit in designating ~~not designate~~ any area as a redevelopment area ~~unless it is served by mass transit facilities or mass transit service has been programmed for the area~~. ~~(B.C.P.C. 14.03.04)~~

Policy 5.10
The City shall review the consistency of land use plan map amendments with the City's water supply availability. The consistency finding shall address whether sufficient capacity is available

or anticipated to be available to accommodate the projected population of proposed amendments.

Policy 5.11
The City shall coordinate review of land use plan map amendments with the City's potable water supplier, the City of Fort Lauderdale, to ensure that potential water usage needs are met.

Policy 5.12
The City shall promote the location of publicly supported services within walking distance of regional transit services.

Objective 6

The City shall continue to implement adopted land use programs that encourage the elimination or reduction of incompatible land use patterns and land uses that are inconsistent with any applicable interagency hazard mitigation report recommendations, and to ensure the compatibility of future development. ~~(B.C.P.C. 14.02.00)~~

~~Monitoring and Evaluation:~~

- ~~Annual inventory of eliminated or reduced land uses and patterns.~~
- ~~Adoption of land use plan amendments to reconcile inconsistencies.~~
- ~~Administration and adoption of appropriate Land Development Regulation revisions and amendments as needed to respond to changing conditions.~~

Policy 6.1
Expansion or reconstruction of land uses which are inconsistent with the Future Land Use Plan shall be prohibited.

Policy 6.2
The City's Future Land Use Plan shall ensure that commercial, industrial and other non-residential Land Use Plan designations are located in a manner which facilitates their serving, but does not adversely impact, existing and designated residential areas or wellfield protection zones of influence. ~~(B.C.P.C. 9.02.03, 14.02.02)~~

Policy 6.3
The compatibility of existing and future land uses shall be a primary consideration in the review and approval of amendments to the City's Future Land Use Plan Map. ~~(B.C.P.C. 14.02.01)~~

Policy 6.4
The City shall periodically ~~annually~~ review the Future Land Use Plan Map to identify any amendments necessary to ensure consistency with the City's vision and shall initiate the land use amendment process for those amendments.

Policy 6.5

The City shall continue to ensure the zoning of each land parcel within the City is consistent with its Future Land Use Designation with the exception of those parcels which have been identified for land use amendments as a result of Policy 6.4.

Policy 6.6

To allow both the public and private sectors to respond to changing conditions and permit the appropriate location of neighborhood commercial uses within or adjacent to established residential neighborhoods, the City's Future Land Use plan shall permit 5% of the area designated residential to be used for neighborhood commercial uses as identified and in accordance with this Plan and the rules established within the "Administrative Rules Document: Broward County Land Use Plan."

~~Subject to the Plan Implementation Requirements section of this Comprehensive Plan and Policy 13.01.10 of the Broward County Land Use Plan, neighborhood commercial uses may be permitted on parcels of land designated on the City's Future Land Use Map as Residential, if: 1) the City's Land Use Plan is certified by the Broward County Planning Council, (2) the total area of these uses does not consume more than 5 percent of the land designated as Residential on the Future Land Use Map (Series) within the City's flexibility zone, (3) no more than ten contiguous acres of land are developed in commercial uses, and (4) provided these activities are deemed compatible with adjacent land uses and adequately buffered based on standards contained in the City's Land Development Regulations. (B.C.P.C. 02.04.04)~~

Policy 6.7

The City's Future Land Use Plan may decrease by 20% the lands designated "Commercial" on the City's Plan and "Commerce" on the Broward County Land Use Plan Map for residential use in accordance with the rules established within the "Administrative Rules Document: Broward County Land Use Plan" and the Chapter 163, Florida Statutes plan adoption and amendment process. The City's Land Use Plan must be certified by the Broward County Planning Council.

~~The following uses may be permitted on parcels of land designated on the City's Future Land Use Map as Industrial if 1) the City's Land Use Plan is certified by the Broward County Planning Council, 2) the total area of these uses does not consume more that 20 percent of the Industrial land designated on the Future Land Use Map (Series) within a flexibility zone, and 3) the location of these uses does not preclude or adversely affect the future use of surrounding areas for industrial uses:~~

~~a. Commercial and retail business uses;~~

~~b. Hotel, motel and similar lodging. (B.C.P.C. 03.01.04)~~

Policy 6.8

The City of Wilton Manors may rearrange the residential densities shown on the Broward County Land Use Plan within the City by utilizing "Flexibility units" and/or "redevelopment units" in accordance with the Broward County Land Use Plan and the rules established within the "Administrative Rules Document: Broward County Land Use Plan". The City's Land Use Plan must be certified by the Broward County Planning Council.

Policy 6.9 ~~8~~
Continue to implement the Nonconforming Uses provisions of the City's Land Development Regulations.

Policy 6.10 ~~9~~
The preservation and protection of stable residential areas shall be a major consideration in the review of commercial and industrial development proposals. ~~(B.C.P.C. 14.03.06)~~

Policy 6.11 ~~10~~
Periodically evaluate the buffering and setback requirements in the City's Unified Land Development Regulations and amend as necessary to ensure compatibility of adjacent uses. ~~(B.C.P.C. 14.02.04)~~

Policy 6.12 ~~11~~
~~By 2015,~~ Periodically amend the Unified Land Development Regulations as necessary to ensure appropriate use, setback, height and buffering requirements are in place to protect residential areas from disruptive land uses and nuisances consistent with sound planning principles. ~~(B.C.P.C. 01.04.04, 14.03.06)~~

Policy 6.13 ~~12~~
Continue to ensure the Unified Land Development Regulations include enhanced buffering and landscaping requirements for commercial and industrial projects, particularly where they abut residential neighborhoods. ~~(B.C.P.C. 02.04.02, 02.05.03)~~

Policy 6.14 ~~13~~
Continue to ensure that the Unified Land Development Regulations require commercial and industrial properties to be properly screened, provide adequate parking, include orderly traffic circulation patterns, and integrate appropriate design features to enhance safety, efficiency, and site appearance and mitigate the impacts of noise, traffic, odor, and glare. ~~(B.C.P.C. 02.04.02, 02.05.03)~~

Policy 6.15 ~~14~~
Future planning decisions shall be coordinated with and consistent with established Hurricane Evacuation Plans of the South Florida Regional Planning Council and Broward County. ~~(B.C.P.C. 01.05.00, 01.05.01)~~

Policy 6.16 ~~15~~
~~By 2012, the~~ The City shall evaluate the feasibility of creating a hazard mitigation/post-disaster redevelopment plan. The plan, at a minimum, shall consider appropriate redevelopment for hazard prone areas including:

a. Infrastructure
b. Nonconforming uses
c. Densities

d. Land use patterns
e. Creation of a post-disaster continuity plan;
f. Assistance for businesses within the City; and
g. Reduction of building permit application fees for disaster resistant shutters, windows, and roof clips

Objective 7

Coordinate future land uses with topography and soil conditions to protect the City's water supply and minimize flooding problems. ~~(B.C.P.C. 09.07.00, 09.10.00)~~

~~Monitoring and Evaluation:~~

- ~~Development review to ensure appropriate soil and topography.~~
- ~~Administration and adoption of appropriate Land Development Regulation. revisions as needed to respond to changing conditions.~~

Policy 7.1

The City shall continue to maintain an approval process that requires an assessment of topography concerns and soil conditions for all development orders.

Policy 7.2

Continue to ensure the Unified Land Development Regulations include provisions to regulate development on flood prone soils, as defined by the U.S. Soil Conservation Service, consistent with the criteria and mapping of the Federal Emergency Management Administration. ~~(B.C.P.C. 08.01.18, 09.07.01, 09.10.02)~~

Policy 7.3

The City shall continue to require redevelopment within identified floodplains to address existing flooding problems. ~~(B.C.P.C. 09.07.02)~~

Policy 7.4

Continue to ensure the Unified Land Development Regulations require public roads and parking lots to be designed consistent with the criteria of the South Florida Water Management District. ~~(B.C.P.C. 09.07.03)~~

Objective 8

The City shall enforce the Property Maintenance Standards Code to eliminate deterioration of property and to maintain safe and sanitary conditions throughout the City. ~~(B.C.P.C. 01.06.00, 14.01.00)~~

~~Monitoring and Evaluation:~~

- ~~Biannual evaluation of the Property Maintenance Code.~~

- ~~Biannual assessment of neighborhood housing conditions to identify deteriorating or dilapidated areas.~~
- ~~Administration and adoption of appropriate Land Development Regulation revisions as needed to respond to changing conditions.~~

Policy 8.1
~~Biannually~~ Periodically evaluate the standards contained within the City's Property Maintenance Code, and amend as necessary to better serve the City's needs in meeting the objective.

Policy 8.2
Assess housing conditions in each neighborhood on a regular basis ~~every five years~~ and identify deteriorating or dilapidated areas.

Policy 8.3
Continually inspect ~~Target~~ dilapidated and deteriorated areas for enhanced code enforcement activities and potential redevelopment opportunities.

Policy 8.4
Continue to enforce the County's minimum housing standards as set forth in the Florida Building Code.

Policy 8.5
Continue to link the licensing and regulation of residential rental units to compliance with Property Maintenance Standards.

Objective 9
Protect historic resources within the City from deterioration and/or loss. ~~(B.C.P.C. 09.08.00)~~

~~Monitoring and Evaluation:~~
- ~~Inventory of potential and existing sites, structures and resources of historic significance by 2016.~~
- ~~Annual update of the inventory of existing historically significant sites, structures and resources.~~

Policy 9.1
Continue to designate historically, architecturally and archaeologically significant properties consistent with the standards and procedures established in the City's Unified Land Development Regulations.

Policy 9.2
Maintain a current list and map of historically, architecturally and archaeologically significant properties. ~~(B.C.P.C. 09.08.01)~~

Policy 9.3
Continue to enforce the provisions in the City's Unified Land Development Regulations that address the protection of these historic resources. ~~(B.C.P.C. 09.08.02)~~

Policy 9.4
The City shall consider the impacts of land use plan amendments on historic resources. ~~(B.C.P.C. 09.08.05)~~

Policy 9.5
The City shall coordinate historic resource protection activities with applicable State and Federal laws and with the Broward County Historical Commission. ~~(B.C.P.C.09.08.04)~~

Policy 9.6
The City shall periodically conduct assessment of units that are 50 years old or older, to determine their historical significance and ensure continued preservation of such structures.

Objective 10
The City of Wilton Manors shall support the Broward County School Board in ensuring that public education facilities operate at the adopted level of service and will be available to meet the current and future needs of the school population. ~~(B.C.P.C. 08.07.00)~~

~~Monitoring and Evaluation:~~

- ~~Continued participation in the Broward County School Board's Staff Working Group and Oversight Committee in order to ensure that the City is in compliance with the requirements of the Interlocal Agreement for Public Education Facilities.~~
- ~~Review of applications involving public education facilities to ensure that they are located in appropriate land use categories.~~

Policy 10.1
Public schools are considered community facilities and as such are permitted in the following land use categories:

a. Residential
b. Commercial
c. Community Facilities
d. Industrial ~~(B.C.P.C. 08.07.00)~~

Policy 10.2
The City shall consider the individual and cumulative impacts of land use plan amendments on existing and planned public education facilities. ~~(B.C.P.C. 08.07.01)~~

Policy 10.3
The City shall coordinate with the Broward County School Board to expedite development review for public education facilities proposed within the City. ~~(B.C.P.C. 08.07.05)~~

Policy 10.4
The City shall coordinate with the Broward County School Board regarding long range planning by providing requested population projections and coordinating comprehensive planning activities. ~~(B.C.P.C. 08.07.06)~~

Policy 10.5
The City shall consider the feasibility of collocating public facilities such as libraries, parks and community centers with public schools. Collocation of public schools with community facilities shall be considered when:

a. New or replacement schools are funded in the School Board's Capital Budget and are adjacent to other public facilities;
b. New public facilities are funded in the City's Capital Improvement Plan and can be located adjacent to public schools; and/or
c. Joint use projects are created and implemented.

Policy 10.6
The City of Wilton Manors shall review the consistency of land use plan amendments with the City's Public School Facilities Element. The consistency finding shall address whether sufficient capacity is available, or anticipated, to accommodate the projected student impact of the proposed amendments. As provided for within the Interlocal Agreement for Public School Facilities Planning (ILA), as may be amended from time to time, the School Board of Broward County shall advise the City regarding the projected student impact of proposed land use amendments and the availability of capacity at impacted schools.

Policy 10.7
The City shall abide by the requirements and responsibilities as set forth for municipalities in the Amended Interlocal Agreement for Public School Facility Planning.

Policy 10.8
The City shall continue to <u>inform</u> ~~include a non-voting representative of~~ the Broward County School Board ~~as a member~~ of ~~its~~ Planning and Zoning Board (local planning agency) <u>decisions on</u> ~~to review~~ comprehensive plan amendments, rezonings, or equivalents that may impact public education facilities.

Objective 11
The City of Wilton Manors shall support the State's efforts to reduce greenhouse gas emissions and to promote energy efficiency and conservation through the development and implementation of local policies and programs <u>that are focused on resiliency and sustainability</u>.

~~Monitoring and Evaluation:~~

- ~~The effectiveness of the following policies at reducing greenhouse gas emissions and promoting energy efficiency shall be monitored and evaluated every seven years in conjunction with the City's mandated evaluation of the Comprehensive Plan.~~

Policy 11.1
The City shall support energy efficiency and the use of renewable energy resources in existing housing and in the design and construction of new housing.

Policy 11.2
The City shall continue to periodically review its Unified Land Development Regulations to identify any regulatory barriers to promoting green building (e.g., prohibition of photovoltaic panels) in conjunction with technological advances in green building techniques and equipment. Upon identification of regulatory barriers to said program, the City shall amend the Unified Land Development Regulations as necessary to support energy efficiency and the use of renewable energy resources while continuing to ensure compatibility and a high standard of development.

Policy 11.3
The City shall support residential and commercial construction that meets the intent of the City's Green Building Code within the Code or Ordinances ~~United States Green Building Council (USGBC) Leadership in Energy and Environmental Design (LEED) rating system, the Green Building Initiative's Green Globes rating system, the Florida Green Building Coalition standards, or another nationally recognized, high-performance green building rating system as recognized by the Florida Department of Management Services~~.

Policy 11.4
The Community Development Services Department shall encourage residents, businesses, and developers to embrace low impact development practices including green buildings by providing readily-available information and resources to these parties. Information and resources may include how-to-guides or information on available funding sources for green development or energy efficient improvements (e.g., tax credits, low interest loans, grants).

Policy 11.5
The City shall continue to include incentives in its Unified Land Development Regulations ~~Code~~ (e.g., expedited review process) for constructing green-certified buildings or implementing low impact development practices as identified by the City of Wilton Manors.

~~**Policy 11.6**~~
~~The City shall designate a project coordinator to help the City of Wilton Manors become a certified green city by the Florida Green Building Coalition.~~

Policy 11.6 ~~7~~

The City shall continue to support the efforts of local utility providers to reduce energy and water consumption of residences and businesses in the City of Wilton Manors.

Policy 11.7
The City shall continue to support the existing Broward County Transit bus routes that service the City.

Policy 11.8
The City shall continue to provide a curbside recycling program.

Objective 12 Transit Oriented Corridor

The Transit Oriented Corridor land use category shall facilitate mixed use development with access to transit stations or stops along existing and planned high performance transit service corridors designated in the Broward Comprehensive Transportation Element, the Broward County Transit Master Plan and Broward County Metropolitan Planning Organization's (MPO) Long Range Transportation Plan, Broward County Transit Development Plan, or locally adopted financially feasible transportation or transit plan. ~~BCLUP Objective 10.04.00)~~

Policy 12.1
The City shall maintain a Transit Oriented Corridor TOC designation located just west of the North Dixie Highway corridor to NE 15th Avenue and from the City limits to the north and the City limits to the south. Redevelopment and development of this area shall be guided with the approved TOC Design Guidelines. Nothing in this land use plan amendment will impair or diminish the rights of existing landowners or their successors or assigns, to continue the use and enjoyment of their properties consistent with the land uses existing at the time of adoption of the TOC designation. ~~BCLUP Policy 10.04.01)~~

Policy 12.2
Within the TOC land use category, the following mix of uses shall be included within the designated land. Residential, Commercial and Industrial uses shall be the principal uses. In addition the maximum intensity allowed within the TOC is as indicated below:

Hotel:	172 rooms
Residential Land Uses:	519 dwelling units*
Commercial Land Uses:	538,200 square feet
Industrial Land Use:	71,600 square feet
Rec. & Open Space	6.9 acres minimum
Transportation:	7.8 acres (FEC ROW/Train Station)

*Consisting of

High Rise:	279 units
Single Family:	30 units

Town Home:	44 units
Garden Apt:	72 units
Duplex:	84 units
Studio:	10 units

~~(BCLUP Policies 10.04.03/04/12)~~

Policy 12.3

Residential use is required as a principal component within a Transit Oriented Corridor. The location of residential uses shall be incorporated into a mixed use project or mixed use building with the location of residential uses. Exclusively residential buildings, not part of an overall mixed use project shall be discouraged unless supporting commercial and office is within 1000' linear feet. The TOC through implementing regulations or agreements shall ensure that an appropriate balance of residential and non-residential uses occur in a manner to support each other.

No more than 124 additional residential dwelling units shall be permitted within the TOC during the planning horizon of 2025. However, in the event that additional residential dwelling units are requested before the 2025 planning horizon, the City Commission will hear such request and determine if additional units are necessary to further the TOC. In no case shall development proceed before the necessary concurrency requirements have been addressed.

The Unified Land Development Regulations will be developed in a manner that encourages new residential development within the TOC to be allowed on reduced lot sizes, reduced parking ratios, zero lot lines, clustering and vertical integration of residential units with non-residential units. Residential density shall be distributed along the corridor consistent with the land development regulations. Residential densities shall be provided for as follows:

High Rise:	279 units
Single Family:	30 units
Town Home:	44 units
Garden Apt:	72 units
Duplex:	84 units
Studio:	10 units

Nothing in this policy shall limit the ability to address future redevelopment needs in the planning horizon post 2025 or to expand existing public water and wastewater facilities. Total residential and non-residential development may be limited by available water supply and wastewater treatment. The amount of development permitted within the TOC has been calibrated to match existing water and wastewater capacities and reflects a projected capacity of the existing public water and wastewater facilities. No more than 124 additional residential units shall be permitted unless it can be demonstrated that sufficient wastewater and water supplies are available or necessary upgrades are incorporated into the Capital Improvements Program and Element. ~~(BCLUP Policy 10.04.02)~~

Policy 12.4
The designation of land to transit oriented corridor and the increase in residential density is part of a planned growth management strategy to stimulate pedestrian oriented live and work places in connection with planned public transit investment. ~~(BCLUP Policy 10.04.06)~~

Policy 12.5
Additional or expanded stand alone automobile oriented uses such as: large surface parking lots, gas stations/auto repair/car washes; auto dealers; self/equipment storage; "big box"/warehouse; and drive-through facilities are discouraged unless designed in a manner to encourage pedestrian and transit usage or strategically located interiorly to the TOC preserving the streetscape and consistent with the design guidelines. ~~(BCLUP Policy 10.04.05)~~

Policy 12.6
Development within the TOC shall ensure that all parcels of land have sidewalk connections leading to transit stops. Such connections shall be required as part of the Unified Land Development Regulations adopted to implement the TOC land use category. Street connections and sidewalk locations shall, at a minimum, be consistent with the design guidelines. ~~(BCLUP Policy 10.04.06)~~

Policy 12.7
Residential development shall be designed to be integrated into the existing neighborhoods created through the implementation of the TOC. Compatibility and appropriate transitional design elements will be reviewed at time of site plan review, consistent with the Unified Land Development Regulations adopted to implement the TOC land use category. Such regulations and review shall ensure that existing industrial uses will not become incompatible with new development and that new development shall provide buffers and site design in light of the existing land uses and continue to protect areas that may be located within a wellfield protection zone. Single-family detached dwellings units may be permitted as part of an overall residential mixed-use project consistent with the adopted Unified Land Development Regulations. ~~(BCLUP Policy 10.04.10)~~

Policy 12.8
Public plazas, urban open space or green space/pocket parks uses that are accessible to the public shall be provided as an integrated component within the TOC. The location of such green areas shall be consistent with the required amount of Park and Recreation space identified in the permitted uses section of the land use plan. The design of such areas shall be reviewed through the site plan review process and consistent with the Unified Land Development Regulations adopted to implement the TOC land use category and with the design established through the adopted design guidelines. ~~(BCLUP Policy 10.04.07)~~

Policy 12.9
Consistent with the intent of a TOC land use category, design features shall be required that promotes and enhance pedestrian mobility, including connectivity to transit stops and stations. Such design elements shall include, but not be limited to the following:

- Integrated transit stops with shelter or station (within the TOC area);

- Pedestrian and bicycle paths ranging in width from 6 to 30 feet (or minimum width consistent with Federal ADA requirements) shall be required that minimize conflicts with motorized traffic and are adequately landscaped, shaded and provide opportunities for shelter from the elements;

- Buildings shall front the street with zero or minimal setbacks as required per the land development regulations adopted to implement the TOC land use category;

- Vehicle parking strategies shall be adopted that encourage and support transit usage (such as parking that does not front the street, shared parking, parking structures, maximum allowable parking and/or reduced parking ratios). The City shall provide, as part of the street master plan for on-street parking, and investigate opportunities for public/private partnerships for structured and other mechanisms for reducing vehicle parking requirements; and,

- Streets, both internal to and adjacent to the TOC shall be designed to discourage isolation and provide connectivity. ~~(BCLUP Policy 10.04.08)~~

Policy 12.10
The City shall require, as part of the development review process internal pedestrian and transit amenities to promote alternative modes of transportation. These amenities shall include, but not be limited to: seating benches or planter ledges, shade, light fixtures, trash receptacles, information kiosks, and bicycle parking. Additional amenities incorporated into the street pattern shall include, but not be limited to: clocks, fountains, sculptures, drinking fountains, banners, flags and food and refreshment vendor areas. All such required amenities shall be reviewed as part of the land development review process and shall be consistent with the Unified Land Development Regulation adopted to implement the TOC land use category. ~~(BCLUP Policy 10.04.09)~~

Policy 12.11
The City shall continue planning for build-out of the TOC and integration of potential rail transit. Such planning shall include coordinating with Broward County to take advantage of the trafficway road sections provided for in the County's adopted alternative roadway design criteria.

Policy 12.12
Recognizing the goal of the TOC land use category is to promote transit usage and other methods of reducing single-occupancy vehicles upon overcapacity roadways, also required transportation impact analysis shall consider the modal shift provided through the provision of transit and transit oriented design. In addition, the transportation impact analysis shall consider the effects of internal capture as applicable to transit oriented mixed use projects. ~~(BCLUP Policy 10.04.11)~~

Policy 12.13
The City will continue to coordinate with the Utilities to ensure that adequate water and wastewater facilities are available for all future development.

Policy 12.14
The City shall provide monitoring of development activity and enforcement of permitted land use densities and intensities per the interlocal agreement between the City and Broward County required BCPC. ~~(BCLUP Policy 10.04.13)~~

Policy 12.15
It is the intent of the City to recognize and respect judicially acknowledged or constitutional protected private property rights. It is the intent of the City that all ordinances, regulations, and programs adopted pursuant to the TOC must be developed, promulgated, implemented and applied with sensitivity for private property rights and not be unduly restrictive, and property owners must be free from actions of others which would harm their property.

Policy 12.16
The City shall develop strategies for the TOC area which encourage the use of safe and convenient access to public transit terminals, sidewalks, and public parking areas.

Policy 12.17
Unified Land Development Regulations shall address transit accessibility in terms of relating bus stop locations to adjacent land uses, and to mitigate parking and other uses from negatively impacting transit and access to non-automotive modes. Criteria for a hierarchy of potential transit stops shall be developed and include the vehicle type intended to serve the facility.

Policy 12.18
Unified Land Development Regulations shall address internal access, including urban design, building placement and massing, block size, mix of uses, pedestrian circulation, and the provision of short- and long-term bicycle parking so as to promote transit.

Policy 12.19
Transit plans shall be coordinated with ongoing Florida East Coast Corridor (FECC) studies to ensure efficient planning and use of resources and provide for revisions to design standards after the studies are completed and locations for transit stops and infrastructure have been identified.

Objective 13

Increase community resiliency through land use and built environment decisions.

Policy 13.1

The City shall encourage greener, more energy-efficient and climate resilient construction practices through the Green Building Code of the Code of Ordinances.

Policy 13.2

The City shall implement expedited permitting for photovoltaic systems to promote the use of solar energy.

Policy 13.3

The City shall implement expedited permitting for the installation of alternative fuel and electric vehicle charging infrastructure.

Policy 13.4

The City, shall continue to review and evaluate the zoning code, and Unified Land Development Regulations according to sustainable community development practices, such as those outlined in the criteria recommended by the United States Green Building Council's Leadership in Energy and Environmental Design for Neighborhood Development (LEED-ND) certification, the Smart Growth Principals developed by Smart Growth America, the case studies of the Urban Land Institute, or by application of a national rating system for local governments, such as the STAR Community Index ™ (STAR) and make recommendations on feasible revisions for incorporating increased sustainability.

Policy 13.5

An integral part of the City planning processes shall be considerations for adapting the built environment to the impacts of climate change including resource management, flood control and stormwater management, community development and capital planning. Adaptation strategy options may include but are not limited to: protection; accommodation; managed retreat; avoidance, and/or; other options.

Objective 14

Increase opportunities for the community to learn about and participate in decision-making processes regarding resiliency and climate change adaptation.

Policy 14.1

The City shall provide information to the public and community stakeholders about the current and potential impacts of climate change and sea level rise, as well as mitigation, protection, accommodation and adaptation strategies.

Policy 14.2
The City shall continue to support public education and outreach programs addressing issues including but not limited to: energy efficiency; water conservation; solid waste reduction and recycling; urban forests; native landscaping; air quality, greenhouse gas reduction, and climate change adaptation and response planning.

Objective 15 ~~13~~

Incorporate the relevant objectives and policies of the Broward County Land Use Plan into the City's Future Land Use Element to facilitate certification of the City's Comprehensive Plan.

~~Monitoring and Evaluation:~~

- ~~This objective shall be implemented by its policy.~~

Policy 15 ~~13~~.1
The Future Land Use Element includes by reference the following Objectives and Policies found elsewhere in the City's Comprehensive Plan:

a. Transportation Element Policies 1.1 and 5.1, ~~1.2, 1.3, 1.4 and 1.5,~~ and Objective 3 ~~and Policies 3.1, 3.2, 3.3 and 3.4, and Objective 6~~
b. Housing Element Objective 1 and Policy 6.6 ~~Policies 1.3 and 1.4, Objective 3, and Policies 6.5 and 6.6~~
c. Infrastructure Element Objective 1.2, Policy 4.5.2, and ~~Policy 1.2.4, Policies 2.3.1 and 2.3.3, Goal 3, Objective 3.1,~~ Policies 3.1.3, 3.1.4, ~~3.1.5, 3.1.8, and 3.1.9~~
d. Coastal Management Element Objective 2, Objective 4 and Policy 4.4 and ~~Policy 2.12,~~ Objective 5 and Policies ~~y~~ 5.1, 5.5, and 5.6
e. Conservation Element ~~Objective 1 and Policies 1.1, 1.2, 1.4, 1.7, 1.8, 1.11, 1.12, 1.15, Objective 2 and Policies 2.2, 2.5 and 2.7, and~~ Objective 4 and Policy 4.4
f. Recreation and Open Space Element Objective 1 and Policies 1.1 and 5.1~~, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, Objective 2, Policy 4.5, Objective 5 and~~ Policy 5.3
g. Intergovernmental Coordination Element Objective 1 ~~and Policies 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6~~
h. Plan Implementation Requirements ~~Capital Improvements Element Policies 3.3 and 3.7~~
~~i. Plan Implementation Requirements~~

Future Land Use Map

The adopted Future Land Use Map, FLU 2 ~~Map 1.1~~, depicts the future land uses and the major natural resources of the City of Wilton Manors and is located in the Data, Analysis, and Inventory ~~Volume Two~~ of the Future Land Use Element.

The specific uses that are permitted within the various categories are identified in the Plan Implementation Requirements Section of the Comprehensive Plan. Following is a generalized listing of the permitted uses in the categories identified on the Future Land Use Map (Map 1.1).

Residential

"R-LD" Low Density	0 to 5.0 Dwelling units/acre
"R-L/MD" Low/Medium Density	5.1 to 10.0 Dwelling units/acre
"R-MD" Medium Density	10.1 to 16.0 Dwelling units/acre
"R-M/HD" Medium/High Density	16.1 to 25.0 Dwelling units/acre

Commercial

"C"

This category provides land area for commercial activities including retail sales, services, and offices.

Industrial

"I"

This category provides land area for industrial activities which involve the manufacturing, assemblage, and distribution of products, research and development, or other substantial employment based activities.

Recreation and Open Space

"OS"

This category is for areas which contain passive or active recreation areas.

The passive recreational areas would also be considered open spaces. This category includes both public and private recreational areas. The private recreational areas would be those under the ownership and control of an entity other than a government.

Community Facilities

"CF"

This category is used to designate land used for facilities which provide some form of service to the community whether it be public or semiprivate. ~~[In accordance with 9J-006(1)(d) the land use categories of 9J006(1)(a)7, 8, and 9 are merged]~~. This category includes public facilities such as public schools, government buildings, and hospitals and semiprivate facilities such as private schools, houses of worship (e.g., churches), clubs and cemeteries.

Water

"W"

This category is used to identify that portion of the north fork of the Middle River which is a primary drainage facility under the jurisdiction of the South Florida Water Management District.

The following categories are not currently applicable to the Future Land Use Map of Wilton Manors:

Historical Resources

There are no areas within the City that have been identified which meet this category as it is defined in Florida State Statutes 163 ~~9J-5.003(35)~~. As such, this category is not included on the Existing Land Use Map or Future Land Use Map.

Agriculture

There are no agricultural areas located within the City. As such, this category is not included on the Existing Land Use Map or Future Land Use Map.

Conservation

The two areas in Wilton Manors that would best be identified under this category are Colohatchee Park and Island City Park Preserve, both are City-owned and maintained parks. These areas are considered as open passive recreational space and are designated as Recreation and Open Space on the Existing Land Use Map and Future Land Use Map. For that reason this category is not included on the Existing Land Use Map or the Future Land Use Map.

Plan Implementation Requirements

Permitted Uses in Future Land Use Categories

This section identifies those uses permitted in the future land use categories established within the Wilton Manors Future Land Use Plan. The permitted uses and densities are more specifically described in the City's Unified Land Development Regulations. The City's Future Land Use Plan must be consistent with the Broward County Land Use Plan since the County, as a Charter County, maintains the official land use plan for the County and it is effective within all jurisdictions. The City does, however, maintain its right to prohibit or restrict any of the land uses permitted within any land use category in the Broward County Land Use Plan. A local jurisdiction may not assign a more lenient or permissive zoning category than the land use designation permits. Areas designated on the City's Future Land Use Plan Map are approximate. The exact boundaries are established on the City's Official Zoning Map. The City will establish in the Zoning Code or Unified Land Development Regulations those uses which will be permitted, allowed by special exception or not permitted consistent with the uses listed below.

Residential Use

The areas designated for residential use on the Wilton Manors Future Land Use Map are intended primarily for dwellings, but other land uses related to a residential environment, including neighborhood shopping centers, neighborhood parks and schools, may also be appropriate therein.

Uses permitted in areas designated residential are as follows:

1. Dwelling units, subject to the density limits for a parcel as designated on the Future Land Use Plan Map and as explained in the following Residential Density subsection.
2. Home occupations and other uses accessory to a dwelling unit.
3. Parks, golf courses, and other outdoor recreational facilities, and recreational, civic, or other cultural buildings ancillary to the primary outdoor recreational use of the site.

4. Community facilities designed to serve the residential area such as schools, day care centers, churches, clinics, nursing homes, rehabilitation centers, governmental administration, police and fire protection facilities, libraries and civic centers.
5. Public utilities, including water and wastewater treatment plants, pumping stations, power plant substations and transmission facilities and solid waste disposal and transfer stations.
6. Communication facilities.
7. Offices and/or neighborhood retail sales of merchandise or services, subject to the following ~~limitations and provisions and the review and approval requirements specified in the Flexibility Units subsection of the Residential Density section of these Plan Implementation Requirements~~:
    a. No more than a total of five percent (5%) of the area designated for residential use on the Broward County Future Land Use Map (Series) within Wilton Manors ~~a flexibility zone~~ may be used for neighborhood offices and/or neighborhood retail sales of merchandise or services.
    b. No such ~~added~~ contiguous area used for neighborhood offices and/or retail sales of merchandise or services may exceed ten (10) acres. For the purpose of this provision, contiguous is defined as attached; located within 500 feet; or separated only by streets and highways, canals and rivers, or easements.
    c. Regardless of the constraints of a. and b. above, space within residential buildings in areas designated for Medium-High (25) Residential density or higher may be used for offices and/or retail sales of merchandise or services, as long as no more than 50 percent of the floor area is used for said purposes.
    d. Regardless of the constraints of a. and b. above, space within residential buildings in areas designated for Medium (16) Residential density may be used for offices, as long as no more than 50 percent of the floor area is used for offices.
8. Special Residential Facilities, subject to: meeting one of the Category definitions as contained in the Special Residential Facilities Permitted Uses subsection of the Plan

Implementation Requirements section of the Broward County Land Use Plan and the Definitions section of the Wilton Manors Comprehensive Plan; meeting density provisions by Category type stated below; and the limitations as expressed by the certified land use plan map; and if applicable, the provisions regarding the use and allocation of ~~reserve units,~~ flexibility units or bonus sleeping rooms as contained in the "Administrative Rules Document" of the Broward County Planning Council and adopted by reference in this Element.

a. Density Provisions:
    i. Special Residential Facility Category (1) development shall count as one (1) dwelling unit each.
    ii. Special Residential Facility Category (2) development shall count as two (2) dwelling units each.
    iii. Special Residential Facility Category (3) development shall count as one (1) dwelling unit per every two (2) sleeping rooms regardless of the number of kitchens or baths.

Residential Density

1. Density Standards

Residential areas as shown on the City's Future Land Use Map can accommodate four ranges of density.

a. The Low (5) Residential category permits up to five (5) dwelling units per gross acre.
b. The Low-Medium (10) Residential category permits up to ten (10) dwelling units per gross acre.
c. The Medium (16) Residential category permits up to sixteen (16) dwelling units per gross acre.
d. The Medium-High (25) Residential category permits up to twenty-five (25) dwelling units per gross acre.

Other land use categories and land uses are subject to density standards as follows:

a. Special Residential Facilities are subject to the density standards contained within applicable land use categories in the Permitted Uses subsection of the Plan Implementation Requirements section of this plan.

b. Hotels, motels and similar lodging are subject to the density standards contained within applicable land use categories in the Permitted Uses subsection of the Plan Implementation Requirements section of this plan.

2. Density Calculation

All references to density within the Wilton Manors Land Use Plan mean gross density. Gross density means the number of dwelling units constructed or proposed within an area, divided by the gross acreage of the area. Gross acreage means the total number of acres in an area, including acreage used or proposed for streets, lakes, waterways, and other proposed land uses permitted in residential areas by the Land Use Plan.

Calculations of acreage covered by different land use categories on the City's Future Land Use Map will necessarily be approximate due to the scale of the map. Where edges of land use categories are close to property lines, streets, transmission lines or other existing lines, edges should be construed to follow those lines. A lake or canal should be construed as having been assigned the same land use category as that assigned to adjacent non-submerged land. The Middle River and the rivers and canals of the primary drainage system as identified within this plan shall not, however, be construed as having credit towards residential density.

3. Arrangement of Dwelling Units

Any arrangement of dwelling units on a parcel of land designated for residential use is compatible with the City Land Use Plan as long as the maximum number of dwelling units permitted within a parcel is not exceeded. The distribution of residential units will be determined by the City's zoning and land development regulations.

4. Flexibility Units

"Flexibility units" mean the difference between the number of dwelling units permitted within a flexibility zone by the Broward County Future Land Use Plan Map (Series) and the number of dwelling units permitted within ~~the flexibility zone by~~ the City's certified Future Land Use Map, plus additional remaining permitted dwelling units, fixed at the adoption date of the 2017 Broward County Land Use Plan and formerly defined as "Reserve Units" which were equal to two percent (2%) of the total number of dwelling units permitted by the City's certified future land use plan map.

Since the City's certified land use plan map may be more restrictive than the Broward County Future Land Use Plan Map (Series), available flexibility units may be utilized by the City to rearrange residential densities consistent with policies ~~Policy 1.02.01 and Policy 13.01.10~~ of the Broward County Land Use Plan.

~~Rearrangement of residential densities utilizing flexibility units will be administered within "flexibility zones." The boundaries of and rules governing "flexibility zones" and rearrangement of residential densities therein, as referenced in Policy 01.02.02 of the Broward County Land Use Plan, are established, subject to the provisions of Policy 13.01.10 of the Broward County Land Use Plan, within the Broward County Planning Council's "Administrative Rules Document: Broward County Land Use Plan."~~

~~Consistent with Policy 13.01.10 of the Broward County Land Use Plan, utilization of the Broward County Land Use Plan "Flexibility Rules," shall be subject to a determination by the Broward County Commission that such allocation is compatible with adjacent land uses, and that impacts on public school facilities have been adequately considered. Allocations of "flexibility" for "affordable housing" or "special residential facilities" or "urban infill, urban redevelopment and downtown revitalization areas," as defined within the Broward County Land Use Plan, shall be exempt from this Policy.~~

~~The maximum number of dwelling units permitted in a flexibility zone by the City's Future Land Use Plan Map shall not exceed the number of dwelling units permitted~~

~~in the flexibility zone by the Broward County Future Land Use Plan Map (Series). (B.C.P.C. 13.01.10)~~

~~5. Reserve Units~~

~~"Reserve Units" mean additional permitted dwelling units equal to two percent (2%) of the total number of dwelling units permitted within a flexibility zone by the Broward County Future Land Use Plan Map (Series).~~

~~Allocations of reserve units will be administered within "flexibility zones" and not require amendment of the City's certified land use plan. The boundaries of and rules governing "flexibility zones" and allocation of reserve units therein, as referenced in Policy 01.02.02 of the Broward County Land Use Plan, shall be established in Wilton Manors' Land Development Regulations, subject to the provisions of Policy 13.01.10 of the Broward County Land Use Plan, consistent with those established within the Broward County Planning Council's "Administrative Rules Document: Broward County Land Use Plan."~~

~~Consistent with the provisions of Policy 13.01.10 of the Broward County Land Use Plan, utilization of the Broward County Land Use Plan "Flexibility Rules," shall be subject to a determination by the Broward County Commission that such allocation is compatible with adjacent land uses, and that impacts on public school facilities have been adequately considered. Allocations of "flexibility" for "affordable housing" or "special residential facilities" or "urban infill, urban redevelopment and downtown revitalization areas," as defined within the Broward County Land Use Plan, shall be exempt from this Policy.~~

~~The number of reserve units in a flexibility zone will be fixed at the adoption of the Broward County Future Land Use Plan Map (Series). The number of reserve units assigned to a parcel designated for residential use on the City's land use plan map may not exceed 100 percent of the maximum number of dwelling units indicated for the parcel by the City's land use plan map. However, the City's land use plan, the zoning, and the applicable land development regulations shall not permit any density higher than fifty (50) dwelling units per gross acre. (BC.P.C. 13.01.10)~~

Commercial Use

The areas designated for commercial use on the Wilton Manors Future Land Use Plan Map, provides land area for business, office, retail, service and other commercial enterprises which support both the residential population and other commercial activities of Wilton Manors.

Uses permitted in areas designated commercial are as follows:

1. Retail uses.
2. Office and business uses.
3. Wholesale storage.
4. Hotels, motels and similar lodging.
5. Recreation and open space, cemeteries, and commercial recreation uses.
6. Community facilities and utilities.
7. Special Residential Facilities Category (2) and Category (3)
    a. Special Residential Facility Category (2) development as defined in the Special Residential Facilities Permitted Uses subsection of the Plan Implementation Requirements section of the Broward County Land Use Plan and the Definitions section of the Wilton Manors Comprehensive Plan~~; subject to the allocation of two (2) reserve or flexibility units in accordance with the Special Residential Facility provisions and policies for the application of these units as contained in the "Administrative Rules Document" of the Broward County Planning Council~~.
    b. Special Residential Facility Category (3) development as defined in the Special Residential Facilities Permitted Uses subsection of the Plan Implementation Requirements section of the Broward County Land Use Plan and the Definitions section of the Wilton Manors Comprehensive Plan~~; subject to the allocation of reserve units or flexibility units in accordance with the Special Residential Facility provisions and policies for the application of these units as contained in the "Administrative Rules Document" of the Broward County Planning Council; each~~

~~flexibility or reserve unit shall permit two (2) sleeping rooms regardless of the number of kitchens or baths~~.

8. Residential uses, up to 10 acres (up to 20 acres for projects that include a minimum of 15% affordable housing restricted to such use for a minimum of 15 years) are permitted via City Commission allocation of "flexibility units" and/or "redevelopment units," provided that the total residential uses do not exceed 10% of the land area designated "Commercial" with the City.

   ~~Residential uses are permitted without the need to amend the City's land use plan map, provided that Wilton Manors applies flexibility or reserve units to the parcel in the following manner:~~

   ~~a. The residential floor area of mixed commercial/residential structures does not exceed 50 percent of the total floor area of the building; and/or~~

   ~~b. The first floor of mixed commercial/residential structures is totally confined to commercial uses; and/or~~

   ~~c. For parcels five (5) acres in size or less, free standing multi family residential uses are permitted; and/or~~

   ~~d. For mixed commercial/residential developments greater than five (5) acres in size, free standing multi family residential uses are permitted provided the gross residential acreage does not exceed five (5) acres or 40 percent of the total gross acreage of the commercially designated parcel, whichever is greater, and that the entire mixed commercial/residential development be governed by specific zoning regulations that establish criteria to ensure proper integration and compatibility of land uses within and surrounding the development; and/or~~

   ~~e. Residential units within the same structure as commercial uses for the owner, manager or caretaker of the commercial uses may be located in areas designated commercial without the application of flexibility units or reserve units.~~

9. Transportation and communications facilities.

The specifics of the permitted uses are documented in the City's Land Development Regulations and zoning ordinance.

Commercial Intensity Standards

1. Intensity Standards

   Commercial areas as shown on the City's Future Land Use Map are subject to the following maximum intensity standard: 30 foot maximum height and 15 percent minimum open space.

   This maximum intensity standard does not preclude the City from its ability to authorize variances to its Land Development Regulations to exceed the parameters due to unusual circumstances and unnecessary hardship, provided that no variance shall exceed standards by one story.

Industrial Use

The purpose of reserving land for industrial uses is to provide opportunity for the retention and expansion of Wilton Manors' economic base activities. Although other uses are permitted in areas designated industrial, at least 80 percent of such land area must be devoted to industrial use, such as manufacturing, warehouse distribution, research and development, or other substantial employment based activities.

The general uses permitted in areas designated industrial are as follows:

1. Light manufacturing, processing and assemblage uses.
2. Heavy commercial uses, including bakeries, carpentry, cabinet shops and other trade shops; ice manufacturing; propane gas sales and repair; and salvage yards.
3. Educational, scientific and industrial research facilities, research laboratories, and medical or dental laboratories.
4. Office uses.
5. Transportation and communication facilities.

6. Recreation and open space, cemeteries, and commercial recreation uses, as long as the location of these uses does not preclude or adversely affect the future use of surrounding areas for industry.
7. Ancillary commercial uses within buildings devoted to primary industrial uses.
8. Wholesaling uses.
9. Those uses listed in the Community Facilities category and utilities.
10. The following uses may be permitted if certified by the Broward County Planning Council in Wilton Manors' land use plan~~, subject to the review and approval requirements set forth in Policy 13.01.10 of the Broward County Land Use Plan and in this subsection, as long as the total area of these uses does not consume more than 20 percent of the industrial land designated on the Broward County Future Land Use Plan Map (Series) within a flexibility zone,~~ and as long as the location of these uses does not preclude or adversely affect the future use of surrounding areas for industrial uses:
    a. Commercial and retail business uses.
    ~~b. Hotel, motel and similar lodging.~~

~~Utilization of the Broward County Land Use Plan "Flexibility Rules," shall be subject to a determination by the Broward County Commission that such allocation is compatible with adjacent land uses, and that impacts on public school facilities have been adequately considered. Allocations of "flexibility" for "affordable housing" or "special residential facilities" or "urban infill, urban redevelopment and downtown revitalization areas," as defined within the Broward County Land Use Plan, shall be exempt from this Policy. (B.C.P.C. 13.01.10)~~

Industrial Intensity Standards

1. Intensity Standards

    Industrial areas as shown on the City's Future Land Use Map are subject to the following maximum intensity standard: 35 foot maximum height and 15 percent minimum open space.

This maximum intensity standard does not preclude the City from its ability to authorize variances to its Land Development Regulations to exceed the parameters due to unusual circumstances and unnecessary hardship, provided that no variance shall exceed standards by one story.

Recreation and Open Space Use

The primary intent of the recreation and open space category is to accommodate recreation and open space uses identified within the City's comprehensive plan to serve public recreation needs. In general, land uses within this category are low intensity in character with a minimum of impervious surface coverage and retain as much natural vegetation and landscape as possible.

Areas designated as recreation and open space on the City's Future Land Use Plan Map include existing public and private park sites intended to remain as permanent open space.

Those uses permitted in areas designated recreation and open space are as follows:

1. Passive recreational uses, including, but not limited to: nature centers and trails, scenic areas, wildlife sanctuaries and feeding stations, aquatic preserves, and picnic areas.
2. Golf courses which are intended to remain as permanent open space.
3. Camping ground and facilities.
4. Active recreational uses, including, but not limited to: tennis courts, playgrounds, swimming pools, athletic fields and courts, beaches and bikeways.
5. Outdoor cultural, educational and civic facilities, including, but not limited to: animal exhibits, habitats, bandshells and outdoor classrooms.
6. Concessions only when accessory to the above uses. Examples of such concessions are refreshment stands, pro shops, souvenir shops and rental facilities.
7. Boat ramps and docks and non-commercial fishing activities.

Open Space and Recreation Intensity Standards

1. Intensity Standards

Open Space and Recreation areas as shown on the City's Future Land Use Map are subject to the following maximum intensity standard: maximum Floor Area Ratio (FAR) of 0.10.

This maximum intensity standard does not preclude the City from its ability to authorize variances to its Land Development Regulations to exceed the parameters due to unusual circumstances and unnecessary hardship, provided that no variance shall exceed standards by one story.

Community Facilities Use

Community Facilities areas are designated on the Future Land Use Plan Map to provide a full range of regional and community uses such as educational, medical, governmental, religious, civic, and cultural facilities.

Community facilities may be permitted where consistent with the City's adopted Land Use Plan and Land Development Regulations in areas designated residential, commercial, and industrial. Civic and cultural buildings may also be permitted in areas designated for recreation and open space use if they are ancillary to the primary recreation use of the site.

Uses permitted in areas designated community facilities are as follows:

1. Community facilities uses such as public and private education facilities, churches, hospitals, governmental administration, police and fire stations, libraries, civic centers, nursing homes, cemeteries, and park and recreation facilities.
2. Special Residential Facility Category (2) and Category (3)
    a. Special Residential Facility Category (2) development as defined in the Definitions subsection of the Plan Implementation Requirements section of the Broward County Land Use Plan and the Definitions section of the Wilton Manors Comprehensive Plan~~; subject to the allocation of two (2) reserve or flexibility units in accordance with the Special Residential Facilities provisions and policies~~

~~for application of these units as contained in the "Administrative Rules Document" of the Broward County Planning Council~~.

b. Special Residential Facility Category (3) development as defined in the Definitions subsection of the Plan Implementation Requirements section of the Broward County Land Use Plan and the Definitions section of the Wilton Manors Comprehensive Plan~~; subject to the allocation of reserve units or flexibility units in accordance with the Special Residential Facilities provisions and policies for application of these units as explained in the "Administrative Rules Document" of the Broward County Planning Council; each flexibility or reserve unit shall permit two (2) sleeping rooms regardless of the number of kitchens or baths~~.

Community Facilities Intensity Standards

1. Intensity Standards

   Community Facilities areas as shown on the City's Future Land Use Map are subject to the following maximum intensity standard: 30 foot maximum height and 25 percent minimum open space.

   This maximum intensity standard does not preclude the City from its ability to authorize variances to its Land Development Regulations to exceed the parameters due to unusual circumstances and unnecessary hardship, provided that no variance shall exceed standards by one story.

Utilities Use

Currently there are no Utilities designations on the Wilton Manors Future Land Use Plan Map. This land use designation is used by Broward County to identify significant utility uses to ensure that adequate land is available to accommodate the facilities needed to maintain the utility levels of service.

Utilities are also allowed in areas designated residential, commercial and industrial.

Uses permitted in areas designated utilities are as follows:

1. Utilities such as water and wastewater treatment plants, pumping stations, electrical power plants and substations, solid waste disposal and transfer stations.
2. Other uses determined to be ancillary to the primary uses described in 1.

The following uses may also be permitted in the areas designated utilities as long as the location of these uses does not preclude or adversely affect the future use of the surrounding areas for utility facilities:

1. Recreation and open space uses.
2. Communication facilities.

~~Transportation Use~~

~~In Broward County the Transportation designation is used for major regional transportation uses, such as expressways, airports and the port. Existing roadways and railroad rights-of-way carry the land use designation of the abutting properties. The Interstate 95 right-of-way abutting the City in the northwest is designated Transportation on the Broward County Future Land Use Map. There are no properties within Wilton Manors which qualify for the Transportation Use designation.~~

Recreation and Open Space

The Recreation and Open Space requirements of the Broward County Land Use Plan are based upon those standards recommended within the Open Space Study, 1975, which were mandatory requirements of the 1977 Broward County Land Use Plan. The updated Wilton Manors Land Use Plan sets forth a higher standard in order to provide for enhanced recreation and park opportunities for its citizens.

In order to receive certification of their Future Land Use Plan, local government entities within Broward County are required to provide for a minimum of three (3) acres of Community level parks for every 1,000 existing and projected permanent residents within their jurisdiction.

The acreage that may be used to meet the County's Community parks requirements for certification are as follows:

Community Parks

1. All park acreage that is owned by the local government entity and zoned for open space use.
2. Recreational acreage that is part of the educational facilities of the Broward County School Board and is either leased by the local government entity for public recreational purposes or made available to the public by other agreement with the School Board. Since the School Board may, at some time in the future, choose to terminate the lease or other agreement and/or sell the property, the local land use plan must include provisions for the replacement of the lost recreational land needed to meet the required parks standards within three (3) years.
3. Other private recreational acreage or open areas over 0.5 acres that are zoned and deed restricted for open space use including a mixture of active and passive recreational facilities. The entirety of the site that is recreational may be counted toward the acreage requirements, provided the area does not exceed 3 acres per 1,000 residents sharing the facilities.
4. If the purchase of park land use is a joint venture of Broward County and a local government entity, the local government entity is entitled to its proportionate share of the acreage to apply towards the Community Parks requirements.

IMPLEMENTATION REGULATIONS & PROCEDURES

~~1.~~ Development Review Requirements

The City's Unified Land Development Regulations set forth the procedures and criteria, consistent with the adopted goals, objectives and policies in the City's Land Use Plan, which constitute the City's Concurrency Management System. After the effective date of the Broward County Land Use Plan, the City may grant an application for a development permit consistent

with the Broward County Land Use Plan, the City's certified land use plan and the City's Unified Land Development Regulations. See the City's Unified Land Development Regulations for more information on requirements. ~~when it has determined that the following requirements are met:~~

~~a. Traffic circulation, recreational, drainage and flood protection, potable water, solid waste, and sanitary sewer public facilities and services will be available to meet established Level of Service Standards, consistent with Chapter 163.3202(g) Florida Statutes and the concurrency management policy identified as Capital Improvements Element Policy 3.3.~~

~~b. Local streets and roads will provide safe, adequate access between buildings within the proposed development and the trafficways identified on the Broward County Trafficways Plan prior to occupancy.~~

~~c. Fire protection service will be adequate to protect people and property in the proposed development.~~

~~d. Police protection service will be adequate to protect people and property in the proposed development.~~

~~e. School sites and school buildings will be adequate to serve the proposed development.~~

~~f. Development does not include a structure, or alteration thereof, that is subject to the notice requirements of Federal Aviation Regulations (FAR), Part 77, Subpart B, unless the Federal Aviation Administration issues, or has issued within the previous ninety (90) days, a written acknowledgement that said structure or alteration would not constitute a hazard to air navigation and does not require increases to minimum instrument flight altitudes within a terminal area, increases to minimum obstruction clearance altitudes, or any other operational modifications at any existing airport or heliport or any planned or proposed airport as described in FAR Part 77.21 (c) (2).~~

~~2. Platting Requirements~~

~~The City shall not grant a building permit for the construction of a principal building on a parcel of land unless a plat including the parcel or parcels of land has been approved by the City and~~

~~the Broward County Commission and recorded in the Official Records of Broward County subsequent to June 4, 1953.~~

~~a. This section will not apply to an application for a building permit which meets any of the following criteria:~~

~~i. Construction of one single family dwelling unit or duplex unit on a lot or parcel, which lot or parcel was of record as such in the applicable public records as of March 1, 1989, the effective date of the Broward County Land Use Plan; or~~

~~ii. Construction on any multi family or non residential lot or parcel which is less than five acres in size and specifically delineated on a plat recorded on or before June 4, 1953;~~

~~iii. The building permit may be issued for a parcel of land for which a plat approval has been given by the Board of County Commissioners although the plat has not yet been recorded, provided such authorization is granted in an agreement among the developer, the City and the County. Such agreement shall at a minimum require compliance with the applicable provisions of plat approval and shall prohibit the issuance of a certificate of occupancy until the plat is recorded. The City and County shall be required to make a finding that facilities and services will be available at the adopted Level of Service Standards concurrent with the issuance of the building permit or under construction within three (3) years of building permit approval; or~~

~~iv. A building permit may be issued for an essential governmental facility after preliminary plat review where the Broward County Commission finds the immediate construction of the governmental facility is essential to the health, safety, or welfare of the public and where the Board determines that public facilities and services will be available at the adopted Level of Service Standards concurrent with the impact of the development of the governmental facility. Such a finding shall be made by agreement with the City of Wilton Manors. A certificate of occupancy shall not be issued until the plat is recorded;~~

~~b. Provided that in addition to meeting the above criteria, the issuance of the building permit shall be subject to all of the following:~~

~~i. Compliance with the applicable land development regulations; and~~

~~ii. Any land within the lot or parcel which is necessary to comply with the Broward County Trafficways Plan has been conveyed to the public by deed or grant of easement.~~

~~c. The City shall not approve for recordation in the Official Records any plat of lands that is not in compliance with the Broward County Land Use Plan or with the City's certified Land Use Plan. (B.C.P.C. 08.02.01)~~

~~3.~~ Procedures for County Certification

In order for the Land Use Plan for the City of Wilton Manors to become the effective Land Use Plan for the City, it must be certified by the Broward County Planning Council.

The certification process is required by Broward County so as to establish a locally developed Land Use Plan that meets and/or exceeds the standards and requirements established by the County in the development of a countywide Land Use Plan. In order to be found in compliance, the local plans must meet the criteria established in the county planning process. This ensures the local enforcement, as well as implementation does not conflict with the county efforts. The basis for this certification process falls in the County Charter wherein the County establishes itself as the local planning authority with the responsibility of overseeing land use planning.

<u>See the Broward County Land Use Plan for more information on the County Certification process.</u>

~~The process for county certification is as follows:~~

~~a. Each local government entity within Broward County may prepare, in conformance with the requirements of the Broward County Land Use Plan and the Florida Local Government Comprehensive Planning and Land Development Regulation Act, a local land use plan for submittal to the Broward County Planning Council. The local land use~~

plan shall be certified by the Broward County Planning Council prior to its final adoption by the local government entity. (B.C.P.C. 13.01.06)

b. Pursuant to the Broward County Charter, and consistent with the Broward County Land Use Plan:

i. The Broward County Planning Council shall adopt, within its "Administrative Rules Document," rules and regulations as may be necessary to provide for the certification, de-certification and re-certification of local land use plans.

ii. The Broward County Planning Council shall adopt, within its "Administrative Rules Document," rules and regulations after approval by the Broward County Commission as may be necessary to provide for:

1. The establishment and modification of flexibility zone boundaries during the certification process.

2. The certification of density transfer.

3. The receipt of data pertaining to development permits granted by local government entities and land development regulations adopted by local government entities.

4. Other matters pertinent to the goals, objectives, policies and requirements of the Broward County Land Use Plan.

c. Every local land use plan submitted for review and certification by the Broward County Planning Council shall include the following:

i. A land use plan map, drawn to scale, with a legend reflecting proposed land uses and residential densities.

ii. Goals, objectives and policies consistent with and furthering those contained within the Broward County Land Use Plan;

iii. Implementation provisions which establish a land use and density classification system including a detailed listing of permitted land uses and densities allowed within each local land use classification.

1. A land use permitted within a land use category by the Broward County Land Use Plan may be prohibited or limited by a local land use plan.

2. A local land use plan may propose other permitted land uses and land use categories not specifically identified within the Broward County Land Use Plan, if consistent with the goals, objectives, policies and requirements of the Broward County Land Use Plan;

iv. Public park provisions

1. A listing of Community level parks acreage counted by the local government entity to fulfill the requirements of Policy 05.02.01 of the Broward County Land Use Plan (3 acres/1000 population) and consistent with the "Regional and Community Parks" subsection of the Broward County Plan;
2. The local land use plan map shall reflect, conceptually or at specific locations, existing and proposed park and recreational facility sites of sufficient size and quantity to provide Community level parks acreage consistent with the requirements of this Plan;

v. Other implementation provisions consistent with the goals, objectives, policies and requirements of the Broward County Land Use Plan which will implement the local land use plan.

d. The Broward County Planning Council shall certify each local land use plan which is in substantial conformity with the Broward County Land Use Plan. A local land use plan shall be certified by the Broward County Planning Council when it finds that:

i. The maximum number of dwelling units permitted in each flexibility zone by the local land use plan does not exceed the maximum number of dwelling units permitted in each flexibility zone by the Broward County Land Use Plan and that residential densities are distributed in a manner consistent with the goals, objectives and policies of the Broward County Land Use Plan.

ii. The local government entity shall demonstrate to the Broward County Planning Council that the distribution of land uses in a flexibility zone by the local land use plan does not result in an increase in the number of permitted dwelling units as

~~compared to the number of dwelling units permitted within the flexibility zone by the Broward County Land Use Plan;~~

~~iii. The arrangement of land uses on the local land use plan map bears a reasonable relationship to the arrangement of land uses on the Future Broward County Land Use Plan Map (Series) and permitted uses fall within the parameters for permitted uses established by the Broward County Land Use Plan.~~

~~iv. The goals, objectives and policies of the local land use plan are consistent with and further those of the Broward County Land Use Plan;~~

~~v. The implementation provisions meet or exceed the requirements of the Broward County Land Use Plan.~~

~~e. Each local government entity is encouraged to develop innovative methods to regulate the development of land through its local land use plan and other land development regulations which may be proposed within its local land use plan. During the certification process, the Broward County Planning Council shall review and may approve such innovative methods which are consistent with the goals, objectives and policies of the Broward County Land Use Plan and are in substantial conformity with the Broward County Land Use Plan.~~

~~f. Each local government entity shall comply with Section 6.06 of the Broward County Charter and shall make every reasonable effort to prepare a local land use plan which will be in substantial conformity with the Broward County Land Use Plan. If the Broward County Planning Council determines that a local land use plan includes proposed land uses which are not in conformity with the Land Use Plan, then it shall not certify the local land use plan unless the Broward County Commission:~~

~~i. Determines, within sixty (60) days after receipt of a written request by a local government entity, that the proposed land uses which are not in substantial conformity with the Broward County Land Use Plan must be permitted in order for the local government entity to comply with Section 6.06 of the Broward County Charter, or~~

ii. ~~Finds that a final judicial decision has been rendered which requires a local government entity to permit the proposed land uses. The Broward County Commission shall make its finding at the request of any party to the litigation after the Broward County Commission has given at least thirty (30) days notice by certified mail to all parties to the litigation, or~~

iii. ~~Adopts an amendment to the Broward County Land Use Plan which brings the proposed land uses into substantial conformity to the Broward County Land Use Plan.~~

~~4.~~ Wilton Manors' Land Use Plan Amendment Procedures

The Land Use Plan may be amended by the Wilton Manors City Commission after conducting an analysis of the merits of the proposed change and holding public hearings on the matter in accordance with state and local requirements and providing for public input. The number of times the plan may be amended is limited to twice a year by State Law.

The City's Planning and Zoning Board, acting as the Local Planning Agency, shall hold an advertised public hearing prior to the City Commission's transmittal hearing and issue a recommendation to the City Commission. The City Commission shall hold a Transmittal Hearing prior to formally submitting the amendment. The City Commission shall hold adoption hearings in accordance with the City's adopted procedure for ordinances. Proposed amendments shall be available for review by the public prior to the public hearing. All public hearings shall be advertised consistent with the City's established procedure for public hearings.

Those land use amendments which are also subject to the review and approval by the county will be processed in the manner provided by the Broward County Charter and Florida Local Government Comprehensive Planning and Land Development Regulation Act, in conformance with the rules and regulations adopted by the Broward County Planning Council within its "Administrative Rules Document" for the consideration of proposals for amendments to the Broward County Land Use Plan and the submittal of recommendations and proposals to the

Broward County Commission. In order for the amended land use element to become effective, all amendments to the certified land use element must be re-certified by the Broward County Planning Council in accordance with the procedures set forth in its "Administrative Rules Document" ~~(B.C.P.C. 13.01.06)~~

~~5.~~ Local Land Development Regulations & Procedures

a. The Wilton Manors Land Use Plan shall be implemented by adoption and enforcement of appropriate development regulations on the development of lands and waters within the jurisdiction of the local government entity.

b. No public or private development may be permitted except in compliance with the certified Wilton Manors Land Use Plan.

~~c. Under Broward County Guidelines:~~

d. A local government entity which does not have a land use plan certified by the Broward County Planning Council:

    i. May grant an application for a development permit, provided:

        1. The proposed development would be consistent with the Broward County Land Use Plan, and
        2. The proposed development would be in compliance with local land development regulations, and
        3. The development permit is granted in compliance with the "Development Review Requirements" subsection of the county plan or with local <u>unified</u> land development regulations which meet or exceed the requirements of said subsection.

    ii. May adopt <u>unified</u> land development regulations, a land development code, or amendments thereto which are consistent with the Broward County Land Use Plan.

    iii. Shall transmit to the Broward County Planning Council for review, no less than forty-five (45) days prior to adoption, a copy of all proposed <u>unified</u> land

development regulations, a land development code, or amendments thereto, and notice of all proposed changes of zoning districts.

e. A local government entity which does have a land use plan certified by the Broward County Planning Council and is effective:
    i. May grant an application for a development permit provided:
        1. The proposed development would be consistent with the applicable certified land use plan, and
        2. The proposed development would be in compliance with local land development regulations, and
        3. The development permit is granted in compliance with the "Development Review Requirements" subsection of the county plan or with local land development regulations which meet or exceed the requirements of said subsection.
        4. May adopt unified land development regulations, a land development code or amendments thereto, and amend zoning districts consistent with its certified land use plan.

~~6.~~ Monitoring & Enforcement Procedures for Wilton Manors Land Use Plan

a. The City shall prepare and transmit to the Broward County Planning Council the information listed below within time periods as specified. If no activity has occurred which would normally be reported, then no report will be issued by the City.

   This information is required by the County for the purposes of monitoring compliance with the Broward County Land Use Plan and for maintaining current, countywide records of land development activities on which to base future planning. Information shall be transmitted, when necessary, in a format to be prescribed by the Broward County Planning Council.

    i. ~~A quarterly report of all permits issued for demolition of buildings.~~

ii. A yearly summary regarding allocation of acreage proposed for commercial or residential uses within lands designated residential, Activity Center, or Commerce ~~industrial and employment center~~ utilizing the ~~"5 percent of Residential Land Use" and "20 percent of Industrial/Employment Center Land Use"~~ flexibility provisions of the Broward County Land Use Plan and the certified Wilton Manors Land Use Plan as described within the Permitted Uses subsection of those plans.

CITY OF POMPANO BEACH

COMPREHENSIVE PLAN

CLIMATE CHANGE ELEMENT

DATA, INVENTORY & ANALYSIS

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS™

SEPTEMBER 2019

PUROPOSE

The purpose of this element is to identify the impacts from climate change and the City's continued actions to integrate climate change resilience into the City's programs and processes.

INTRODUCTION

Climate, generally defined as the weather conditions prevailing in an area in general or over a long period, is not static and is not anticipated to be. However, it is the rapidity in the change in climate that is now creating global shocks and stresses. There is consensus in the global scientific data that greenhouse gas emissions (GHG) are the causal factor in the current rapid changes to the climate. All the impacts from a changing climate will only increase in frequency and / or intensity over time if effective actions are not identified to reduce GHG levels in the atmosphere. The principal GHG gases are Carbon dioxide (CO_2), Methane (CH_4), Nitrous oxide (N_2O), and fluorinated gasses such as Hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride, and nitrogen trifluoride. These gasses received the name 'greenhouse gasses' because they trap heat in the atmosphere.

As unrelenting and daunting as climate related impacts may seem, they are incremental and are more and more being defined and refined, they are not unexpectedly occurring and can be planned for. In the local context, the following manageable incremental steps can be implemented to increase resilience.

- Understand the impacts,
- Identify the local vulnerabilities,
- Prioritize the local vulnerabilities, and
- Implement the best adaptation strategy for the priority vulnerabilities.

Adaptation strategy options may include but are not limited to protection, accommodation, managed retreat, or avoidance. Through emissions reductions, preparedness, mitigation and adaption, the City can increase resilience and reduce the current and projected adverse impacts from the changing climate. Effective public information and outreach to educate the community to the impacts will build support for the implementation of selected adaption strategies and is also a component of the resilience toolkit.

IMPACTS

Climate change is a global issue with regionally specific impacts. Of the many factors challenging community resiliency, climate change is a critical force. At the local level climate change:

- Will bring varying precipitation patterns increasing the potentials for drought or flood;
- Has the potential to increased storm and hurricane intensity;
- Will cause prolonged periods of high temperatures threatening vulnerable members of the community and greatly increase energy use;
- Increases sea temperatures and ocean acidification compromising the viability of the offshore protective reef systems;
- Creates conditions to introduce and increase the presence of tropical diseases that had not historically been concerns; and
- Is causing rising sea levels.

Due to the geophysical location and characteristics of the City, sea level rise alone has the potential to be enormously disruptive and destructive both physically and economically. The challenges associated with the rising sea includes:

- Intrusion into the freshwater source for potable water[1];
- Increases in storm surges;
- Jeopardized viability of protective nearshore freshwater vegetative systems;
- Decreasing functionality of the stormwater drainage systems;
- Intrusion into stormwater and sewer systems where leaks occur in aging infrastructure;
- Flooding in neighborhoods and roadways;
- Releases of contaminants, debris, or hazardous materials associated with flooding; and
- Rising ground water elevations.

Climate change also includes socio-economic impacts such as:

- Displacement;
- Decrease in property values and tax base;
- Increases in insurance costs; and
- Loss of services and impaired access to infrastructure.

REGIONAL OVERVIEW AND COLLABORATION

Florida is the third largest state by population. The Southeast region is recognized as the fourth largest urban area in the country (projected to be 6.5 M by 2030), is one of fastest growing regions, and is characterized by:

- Dense urban coastal development with 140 miles of shoreline,
- Flat and low-lying topography,
- Porous geology,
- Active flood management, and
- Fragile natural resources.

Regional resilience planning is challenged in that the porous geology does not allow for protection from sea level rise through the use of levees or seawalls, the relatively flat topography increases the area prone to flooding and subject to surge, the dense urban development limits open space and green infrastructure options, the rising seas are impeding drainage of the regional flood control system, and the protections provided by offshore reefs and other marine systems are degrading due to ocean acidification.

Resilience planning must be taken in a regional and a local context. Large scale systems such as regional water storage, protection of the aquafer and potable water source, functionality of the Central and South Florida Flood Control system, regional beach sediment management, protection of the offshore reef system, and regional transportation and infrastructure systems require a collaborated and cooperative regional approach. The City is continuing to coordinate with its regional and state partners on these issues.

Effecting changes in the building code to ensure structural integrity of the built environment to projected increases in storm strength is a state-wide and larger cooperative effort. And reducing carbon emissions is an effort to be addressed at the local, regional, state, federal and global levels.

[1] See the Saltwater Intrusion Line Map at: pompanobeachfl.gov/Compmap/saltwaterintrusion

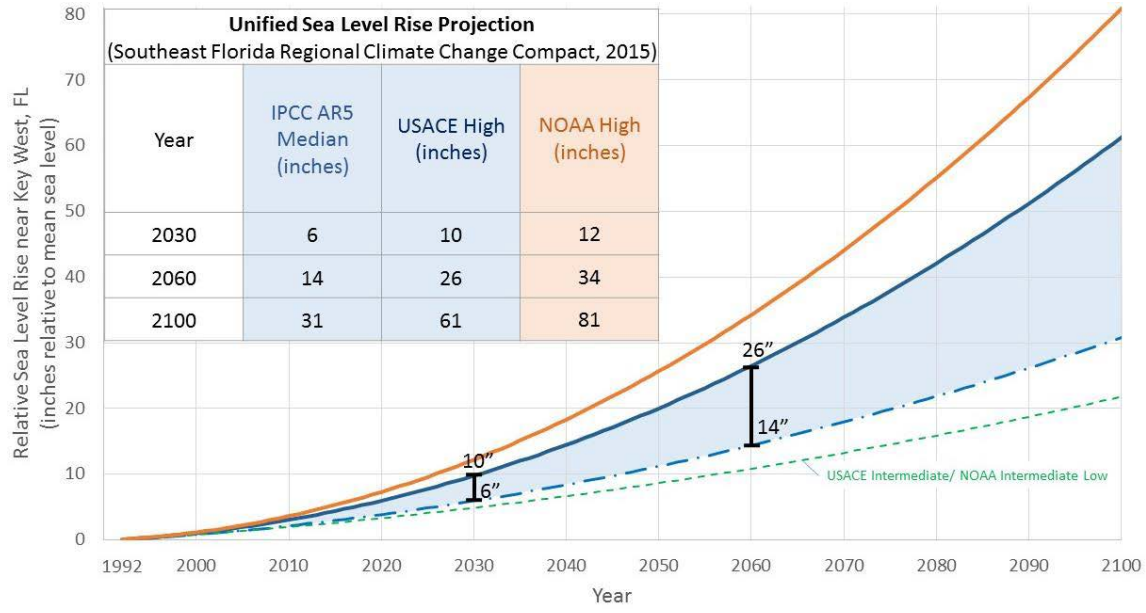
Florida is one of the more vulnerable areas in the U.S. to climate change impacts. In recognition of this fact, Broward, Palm Beach, Miami-Dade and Monroe Counties formed the Southeast Regional Climate Change Compact (Compact) in 2009. The Compact coordinates mitigation and adaptation activities; provides valuable resources and data; and provides a substantive voice to jointly advocate for state and federal policies and funding. The Compact has developed the *Regional Climate Action Plan* (RCAP) and has defined regional climate and community indicators based on local, state, and federally produced data. On February 12, 2013 the City adopted the Resolution to sign onto the Mayors' Climate Action Pledge "affirming support for the Southeast Florida Regional Climate Change Compact, agreeing to consider implementing the regional climate action plan in whole or in part as appropriate for each municipality, and urging all mayors of Broward County to support the mayors' climate action pledge". The Compact provides a venue for the City to collaborate on regional climate matters.

PROJECTED SEA LEVEL RISE

The Compact produced the 2015 update of the *Unified Sea Level Rise Projection* for Southeast Florida. The updated report identifies that "in the short term, sea level rise is projected to be 6 to 10 inches by 2030 and 14 to 26 inches by 2060 (above the 1992 mean sea level). Sea level has risen 3 inches from 1992 to 2015. In the long term, sea level rise is projected to be 31 to 61 inches by 2100."

The updated report restated that the "objective of the unified sea level rise projection is for use by the Climate Compact Counties and partners for planning purposes to aid in understanding of potential vulnerabilities and to provide a basis for developing risk informed adaptation strategies for the region."

Chart 1. Unified Sea Level Rise Projection for Southeast Florida



The unified sea level rise projection includes three curves, in descending order, the National Aeronautics and Space Administration (NOAA) High Curve, the U.S. Army Corps of Engineers (USACE) High Curve and a curve corresponding to the median of the Intergovernmental Panel on Climate Change (IPCC) Fifth Assessment Report. For critical infrastructure projects with design lives in excess of 50 years, use of the upper curve is recommended. The National Aeronautics and Space Administration Jet Propulsion Laboratory (2015) has reported the average global sea level has risen almost 3 inches between 1992 and

2015 based on satellite measurements. Sea level rise in South Florida has been of similar magnitude over the same period (NOAA, 2015) but is anticipated to outpace the global average due to ongoing variations in the Florida currents and Gulf Stream.

It is the intent of the Compact to update the sea level rise projections every five to seven years, to continuously aid the Counties and the Cities of the Southeast region in preparation, mitigation and adaptation planning.

VULNERABILITIES

In 2012 the Compact and the individual Compact Counties completed a region-wide and county-wide sea level rise inundation vulnerability assessment. The report can be found at: http://www.southeastfloridaclimatecompact.org//wp-content/uploads/2014/09/vulnerability-assessment.pdf. The assessment ran inundation scenarios at 1, 2 and 3 feet of sea level rise. Through a DEP grant Broward County provided a *Vulnerability to Sea Level Rise Assessment Report* specific to the City of Pompano Beach analyzing a 1-foot and a 2-foot sea level rise scenario. The Pompano Beach specific report identified the following results:

1. Airports: The Pompano Beach Airpark (Airport) is not vulnerable up to a two-foot sea level rise scenario.

2. Bridges: Included is a graphic that provides the location of all 32 bridges located in the City of Pompano Beach overlaid by the inundation grid. The idea is to provide an at-a-glance overview of the vulnerability of bridges with the understanding that most navigable bridges are located on tidally influenced water bodies. Sea level rise will reduce the clearance under these bridges, thereby reducing the number and size of craft that can pass under them.

3. City Arterial Roads: No city maintained arterial roads in the City of Pompano Beach showed potential vulnerability to sea level rise during the one or two-foot scenarios.

4. City Hall: The City of Pompano Beach city hall showed no vulnerability to sea level rise during the one or two-foot scenarios.

5. City Parks: A total of eight city parks in the City of Pompano Beach were found to be potentially vulnerable to sea level rise under the two-foot scenario. No parks were found to be vulnerable during the one-foot scenario. Included is an overview map of the City of Pompano Beach with the locations of all eight vulnerable city parks up to a two-foot scenario, a table to assess each vulnerable park expressed in percent, and large-scale maps of selected vulnerable parks.

6. Regional Parks: No regional parks in the City of Pompano Beach showed potential vulnerability to sea level rise during the one or two-foot scenarios.

7. Community Redevelopment Areas (CRA): Within the Pompano Beach East District CRA, a section of Riverside Drive has elevations at or below projected sea level during the one and two-foot scenarios.

8. Evacuation Routes: No evacuation routes in the City of Pompano Beach showed potential vulnerability to sea level rise during the one and two-foot scenarios.

9. Fire Rescue Stations: Fire Rescue Stations and streets within a 1,000-foot radius of aforementioned stations were analyzed for potential vulnerability during the one and two-foot sea level rise scenarios. Inundated streets are likely to cause access issues. Of the seven fire rescue stations maintained by the City of Pompano Beach, fire rescue station 11 was found to have potential vulnerability to sea level rise.

10. Hospitals: There are no hospitals located in the City of Pompano Beach.

11. Law Enforcement Assets: No law enforcement assets maintained by the City of Pompano Beach showed potential vulnerability to sea level rise during the one and two-foot scenarios.

12. Schools: No school building footprints in the City of Pompano Beach showed potential vulnerability to sea level rise during the one and two-foot scenarios.

13. Potable Water Treatment: No potable water treatment plants in the City of Pompano Beach showed potential vulnerability to sea level rise during the one and two-foot scenarios.

14. Wastewater Treatment: No wastewater treatment plants in the City of Pompano Beach showed potential vulnerability to sea level rise during the one and two-foot scenarios.

The three graphics from the County's vulnerability report for Pompano are provided at the following link: www.pompanobeachfl.gov/compmap/VulnerabilityAssessment. The first shows the location of all 32 bridges located in the City; the second shows the City parks found to be potentially vulnerable to sea level rise; and the third graphic locates the vulnerable Fire rescue station.

It is important to note the County-wide Vulnerability Report identified that no impacts were identified under any of the scenarios for the rail system within the City, or to the County Central Sanitary Landfill, not within but immediately adjacent to the City. The County wide report did state that evacuation routes to and from the barrier islands are vulnerable due to bridges being inaccessible from local roadway inundation, and all marina facilities located on or next to water features will be affected in some way.

In 2013, a City Stormwater Master Plan was completed that identified deficiencies in the existing stormwater management system. Inundation maps were prepared as a part of the Stormwater Master Plan. The map was prepared based on the sea level rise of 1 foot, 2 feet, and 3 feet above the current high tide water level in the Intracoastal Waterway. Per the plan "under the various sea level rise scenarios, these low-lying areas of the City would be inundated by just the backflow from the existing outfalls into tidally influenced waterways, such as the Intracoastal Waterway or other marine canals which are tidally influenced. All areas with ground surface elevations below each sea level rise scenario were highlighted within the map." The Stormwater Master Plan inundation map is provided at the following link. (pompanobeachfl.gov/compmap/VulnerabilityMap).

Inundation in relation to time frames associated with the NOAA high curve projections are mapped for the years 2040, 2060 and 2080. These maps can be accessed online at (pompanobeachfl.gov/compmap/NOAAProjections). These maps identify areas of inundation and vulnerable roadways as printed out from the Sea Level Scenario Sketch Planning Tool provided by the University of Florida GeoPlan Center. The Sea Level Scenario Sketch Planning Tool does not account for

any potential adaptation or mitigation measures, this is a tool to understand the conditions under a no action taken scenario.

Although communities can be at risk to a variety of shock events such as terrorist attacks, biohazards, hacking of critical computer systems, disruptions to communication, transportation or other infrastructure systems, or to widespread disease outbreaks, and are subject to a variety of stressors that may be transportation or socio-economic in nature, the focus of this element is climate and the points below focus on the most prominent climate related vulnerabilities and risks.

- Inundation – sea level rise puts portions of the City at risk of inundation. Low elevation within the City place it at risk of inundation from sea level rise, and storm surge, and hinders effective stormwater management. Exhibit 12.-C. identifies these areas.

- Beach and dunes – this protective natural system is by nature unstable. The City recognizes the protective value of the beach and dune system. The City also recognizes that beaches and dunes are constantly subject to erosional forces and are not stable systems.

- Canal Shorelines / Seawalls – the current seawall height does not provide protection from storm surge, nuisance and seasonal high tide flooding, and short-term elevated water levels. Although the porous geology of south Florida does not allow for protection from sea level rise with levees or seawalls; seawalls do however provide a level of protection from storm surge, nuisance and seasonal high tide flooding, and short-term elevated water levels. Until all seawalls are uniformly elevated to a specified protective height, flood protection is limited.

- Aging Infrastructure - inefficiencies and failures increase with aging systems. The City of Pompano Beach is an older community. Much of the infrastructure in the City is old, not only City owned and controlled infrastructure but the infrastructure in place through FDOT, FPL, Broward County or other service providers. The older stormwater drainage system designed for lower sea levels, lower ground water levels, lower rainfall patterns and less pervious surfaces is increasingly less efficient.

- Shocks and Stresses – hurricanes and chronic flooding are the most prominent.
  Shocks: The most significant natural disaster threat the City needs to plan for is the event of a hurricane; tornadoes may accompany these extreme weather events. Hurricanes have the potential to cause widespread property and infrastructure destruction and damage from wind and water, and can incapacitate water, sewer, communication and transportation systems and the capacity for police and emergency responders to function. The changing climate is projected to increase storm and hurricane intensity.
  Stresses: The most persistent stressor in the City is chronic flooding. Rising seas, increased rainfall and rising ground water elevations will only exacerbate this problem over time.

LOCAL RESILIENCE TOOLS

Although the porous geology of south Florida does not allow for protection from sea level rise with levees or seawalls; seawalls can however provide a level of protection from storm surge, nuisance and seasonal high tide flooding, and short-term elevated water levels in canals. On November 13, 2018, the Broward County Commission approved the initiation of a land use plan amendment to establish a seawall and top-of-bank elevation for tidally influenced waterways, in accordance with sea level rise predicted through

2070. The proposed regional resilience standard includes requiring a minimum elevation of 4 feet NAVD88 by 2035 and 5 feet NAVD88 by 2050 for seawalls and shorelines. Stakeholder engagement is currently underway. Currently the City has an established maximum seawall height but not a minimum. The City can follow the County regulations upon adoption by the County or establish their own seawall and top of bank elevation requirements.

Enhanced flood protection standards such as increased free board, enhanced standards for tracking substantial improvements, establishment of a minimum base flood elevation, or the utilization of the Broward 100-Year Flood Map are local regulatory tools that are available. These are tools that can be incrementally implemented and increased as needed.

The City adopted Ordinance 2007-40 Green Building Program on 3-13-07 and has developed a Sustainable Development Standards Manual to supplement Article 5. Part 8. *Sustainable Development Standards* in the Land development Code. (Ordinance 2012-64 passed on 9-11-12). These regulations provide the foundation for the City to continue to build on.

To response to changing conditions the City also has capital improvements options including but not limited to:

- Elevating roads and critical infrastructure;
- Relocating critical infrastructure;
- Stormwater and infrastructure improvements; or
- Floodproofing vital facilities.

In 2013 a Stormwater Master Plan was completed that identified deficiencies in the existing stormwater management system and made recommendations for improvements to alleviate flooding problems within public right of way areas throughout the study areas. The City intends to utilize this plan to prioritize flood prone areas for capital improvements and to continue to provide future updates to the plan, including updates to the inundation maps that were prepared as a part of the Stormwater Master Plan.

The City participates in the Broward County Enhanced Local Mitigation Strategy (ELMS). Through the ELMS the City annually updates the LMS list of proposed mitigation projects to ensure these proposed projects are available for funding as funding sources become available.

RESOURCE TOOLS

Climate change data is consistently being updated and predictions are being refined. There is an overwhelming amount of information available varying from detailed scientific literature to generalized non-specific overviews. Outlined below are some, although by no means all, valuable information sources to assist the City in identifying climate impacts, vulnerabilities, and making informed decisions.

Broward County. The County has had a significant focus on climate change since 2008 through their Climate, Energy and Sustainability Program. In 2008 they established the Broward County Climate Change Task Force "to develop a county-wide Climate Change Program to mitigate the causes and adapt to the consequences of climate change; and, if appropriate, advise on its implementation; and coordinate with the Board of County Commissioners, the School Board, municipalities, organizations, and the State of Florida in adoption of programs to reduce greenhouse gas emissions in a cost-effective and efficient manner that preserves the County's competitiveness in the national and world economy." The County has

also produced a *Climate Change Action Plan* that can be found at http://www.broward.org/Climate/Documents/BrowardCAPReport2015.pdf

Southeast Florida Regional Climate Change Compact (Compact). Broward, Palm Beach, Miami-Dade and Monroe Counties formed the Southeast Regional Climate Change Compact (Compact) in 2009. The Compact has been widely acknowledged to be an innovative leader in addressing climate change on a regional level. The Compact works with many collaborative partners. The Compact has held numerous workshops and provides helpful documents on their website at http://www.southeastfloridaclimatecompact.org/ Major resources from the Compact include:

- The annual Regional Summit to report on progress, to educate, and to identify emerging issues; the first summit was held in 2009,
- The *Regional Climate Action Plan* (RCAP), defined as "a set of recommendations, guidelines for implementation, and shared best practices for local entities to act in-line with the regional agenda",
- The *Unified Sea Level Rise Projections* for South Florida, and
- A unified legislative agenda for the region.

South Florida Regional Planning Council (SFRPC). The Coastal Resiliency program within the SFRPC provides various resiliency reports, tool kits and guides that can be found at http://sfregionalcouncil.org/programs/coastal-resilience/

Sea Level Scenario Sketch Planning Tool. This tool is offered through the University of Florida GeoPlan Center to help identify transportation infrastructure vulnerable to current and future flood risks. As stated on their website - the tool analyzes and visualizes current flood risks (100-year and 500-year floodplains and hurricane storm surge zones) as well as future flood risks using sea level rise (SLR) scenarios from the U.S. Army Corps of Engineers (USACE) and the National Oceanic and Atmospheric Administration (NOAA)/ National Climate Assessment. The Tool includes (1) a map viewer to help visualize vulnerable infrastructure to flooding, (2) GIS data layers available for download, and (3) an ArcGIS calculator tool for creating GIS layers of SLR inundation. This tool is found at https://sls.geoplan.ufl.edu/#about

Florida Department of Environmental Protection (FDEP). FDEP runs the Florida Resilient Coastlines Program offering resilience resources at https://floridadep.gov/fco/florida-resilient-coastlines-program/ FDEP also publishes *Climate Change and Sea-Level Rise in Florida an Update of the Effects of Climate Change on Florida's Ocean and Coastal Resources,* this can be found at https://floridadep.gov/fco/fco/documents/climate-change-and-sea-level-rise-update

United Stated Environmental Protection Agency (EPA). The scientific arm of the EPA updates and publishes *Climate Change Indicators in the United States* compiling a key set of indicators relating to the causes and effects of climate change. Current updates can be found at https://www.epa.gov/climate-indicators/downloads-indicators-report

The U.S. National Oceanic and Atmospheric Administration (NOAA). NOAA runs the Digital Coast interactive website. The website provides coastal data, tools, mapping and training. Data sets range from economic data to satellite imagery and contain visualization tools, predictive tools, and tools that make data easier to find and use. This resource can be found at https://coast.noaa.gov/digitalcoast/

Intergovernmental Panel on Climate Change (IPCC). The IPCC is the United Nations body assessing science related to climate change. As stated on their website "The IPCC prepares comprehensive

Assessment Reports about the state of scientific, technical and socio-economic knowledge on climate change, its impacts and future risks, and options for reducing the rate at which climate change is taking place. It also produces Special Reports on topics agreed to by its member governments, as well as Methodology Reports that provide guidelines for the preparation of greenhouse gas inventories." Reports and data can be found on their website at https://www.ipcc.ch/

American Planning Association (APA). The APA Knowledge Center provides various helpful climate related guides and policy documents at https://planning.org/resources/climatechange/

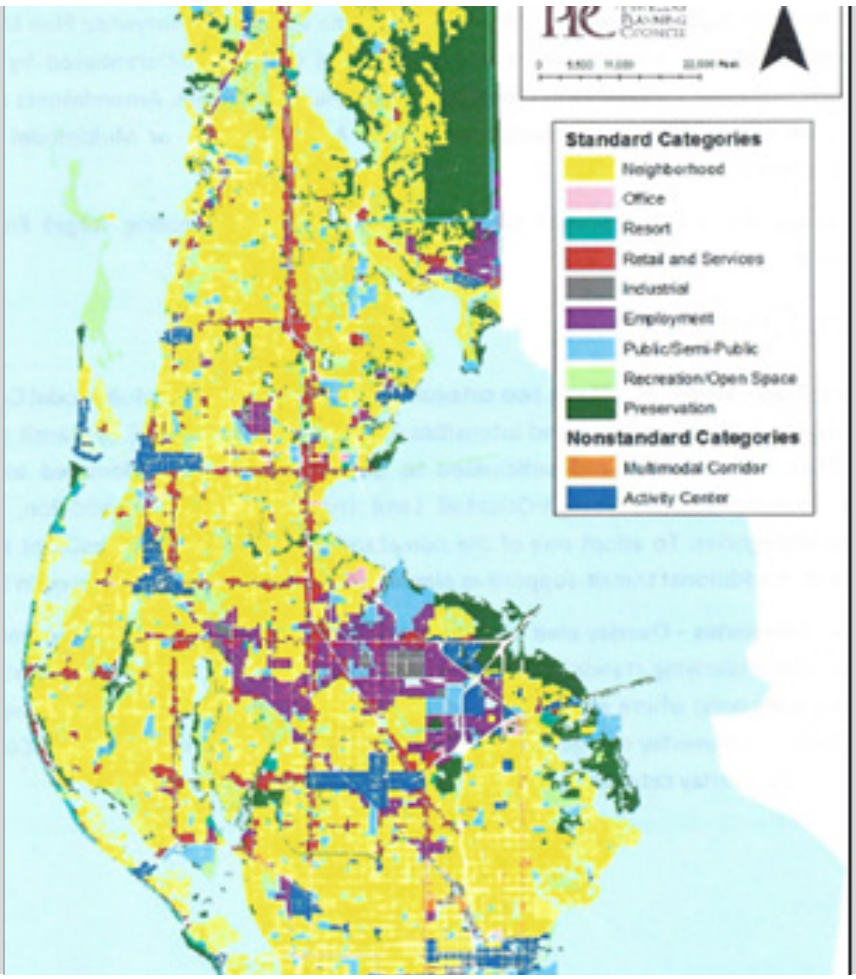
ICLEI Local Governments for Sustainability. ICLEI is described as "a global network of cities, towns and regions committed to building a sustainable future". ICLEI provides assistance to cities in particular as it relates to carbon emissions inventories. Information is found at https://iclei.org/

The Florida Climate Institute (FCI). FCI is a multi-disciplinary network of national and international research and public organizations, scientists, and individuals concerned with achieving a better understanding of climate variability and change. The FCI has ten member universities – Florida A&M University (FAMU); Florida Atlantic University (FAU); the Florida Institute of Technology (FIT); Florida International University (FIU); Florida State University (FSU); Nova Southeastern University (NSU); the University of Central Florida (UCF); the University of Florida (UF); the University of Miami (UM); and the University of South Florida (USF) – and is supported by relevant colleges, centers, and programs at these universities. UF and FSU initiated the FCI in 2010; FAU, UCF, UM, and USF formally joined in 2012; FIU formally joined in 2013; FAMU formally joined in 2014; FIT formally joined in 2015; and NSU formally joined in 2017. The FCI provides regional and local climate data. Information on the FCI can be found at https://floridaclimateinstitute.org/

DIVIDER PAGE

QUESTIONNAIRE NO:	1.1.8
TITLE:	**PROPOSED PROJECT SCHEDULE**
WEIGHT:	7%
REQUESTED INFORMATION:	Proposed schedule required to complete the project. Respondent will provide a ' 0+ weeks ' schedule for the City of Leesburg project. The schedule will begin following contract award through submission to the State of Florida.





Project Schedule and Cost

Project Schedule

City of Leesburg Comprehensive Plan Update: Schedule

Scope of Services	2022					2023												2024	
	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb
Phase 1: Project Kick-Off, Project Management, and Review of Adopted Comprehensive Plan																			
Award of Contract/Initial Kickoff Meeting with Staff																			
Review of Adopted Comp Plan & Background Information																			
Project Kick-Off Meeting with City Department Representatives																			
Phase 2: Data Collection and Analysis																			
Detailed Review and Analysis of Relevant Data and Other Planning Documents																			
Production and Submittal of Background Data and Analysis Update Report - 1st Draft																			
City Staff Review of 1st Draft																			
Completion of Background Data and Analysis Update Report - Final Version																			
Phase 3: Public Outreach and Participation																			
Interviews with Key Staff/Elected Officials/Board Members/Community Stakeholders																			
Community Stakeholder Workshop #1																			
Community Stakeholder Workshop #2																			
Phase 4: Preparation of Comprehensive Plan and Major Ordinances Recommendations																			
Preparation of Comprehensive Plan and Major Ordinances Recommendations																			
Preperation of "New" Low Density Land Use Category																			
Community Stakeholder Workshop #3																			
City Staff Review 1st Draft																			
Prepare Revisions as Needed																			
Final City Staff Review																			
Phase 5: Adoption by the City																			
Planning Commission Presentation																			
City Commission Hearing – Transmittal of Amendments																			
City Commission Hearing – Adoption of Amendments																			
Publication of final document (web ready and hard copies)																			

Note: Specific dates and times will be negotiated with the City.

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.1.

Meeting Date: November 28, 2022

From: Tracey Dean, (Airport Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a First Amendment to Lease Agreement, between the City of Leesburg and BHI Properties of Central Florida, LLC, for the purpose of amending the tie-down spaces and additional ramp square footage, that are included in the leased premises; and providing an effective date.

Staff Recommendation:
Staff recommends approval of the First Amendment.

Analysis:
In conjunction with the main ramp/apron rehabilitation and resurfacing project, tie-down locations were moved and renumbered. This First Amendment to Lease identifies which tie downs are included in the BHI Properties of Central Florida, LLC lease.

Additionally, four 60 x 60 concrete pads were installed during the project; a more long lasting and suitable material than asphalt, for helicopter operations. While the existing BHI lease does not include 'exclusive use' language of these areas on the ramp, it has been acknowledged as such by both Lessor and Lessee, and was previously delineated by red paint for the safety of all traveling on the ramp. Now, BHI requests to have this exclusive use documented in the lease. This amendment incorporates the total square footage of 14,440 into the lease. BHI will pay a rate of $0.16/sq. ft. on an annual basis for the four concrete pads, $2,304.00.

The Airport Advisory Board reviewed the First Amendment to Lease at the November 10, 2022 meeting, and unanimously recommended approval. Chairman Reisman, who works for BHI, abstained from the vote.

Procurement Analysis:
N/A

Options:
1. Approve the First Amendment to Lease; or,
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:
Approval of this amended lease will generate an additional $122.00 a month.

Account No. 048-0000-362-0230 & 048-0000-382-0200

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A FIRST AMENDMENT TO LEASE AGREEMENT, BETWEEN THE CITY OF LEESBURG AND BHI PROPERTIES OF CENTRAL FLORIDA, LLC, FOR THE PURPOSE OF AMENDING THE TIE-DOWN SPACES AND ADDITIONAL RAMP SQUARE FOOTAGE, THAT ARE INCLUDED IN THE LEASED PREMISES; 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 BHI Properties of Central Florida, LLC, whose mailing address is 8850 Airport Boulevard, Leesburg, FL 34788.

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 28th day of November 2022.

_____
Mayor

ATTEST:

_____
City Clerk

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT is entered into the _____ day of _____, 2022, by and between the **CITY OF LEESBURG**, a Florida Municipal Corporation, hereinafter called the Lessor, and **BHI PROPERTIES OF CENTRAL FLORIDA, LLC**, hereinafter called the Lessee.

WITNESSETH:

WHEREAS, on or about May 27, 2014, Lessor and Lessee entered into a written Lease Agreement (the "Lease") for space at Leesburg International Airport (the "Airport");

WHEREAS, Section 1 of the Lease, which is titled, "Property and Term", provides for the lease of ten (10) tie down spaces designated as 35, 36, 37, 38, 39, 40, 41, 42, 43 and 44, which are to be used for Lessee's own operational purposes only, and not for rental or lease to the general public or any other person or entity whomsoever;

WHEREAS, the term of the Lease of these spaces is the same as the term of the Lease for the property located at 8850 Airport Blvd, and rent for the said ten (10) tie down spaces is due to commence on June 1, 2023 at rates established and adjusted from time-to-time by Lessor for each space;

WHEREAS, in September 2022, Lessor, in conjunction with the main ramp/apron rehabilitation and resurfacing project, renumbered all the tie down spaces on the main ramp/apron; and

WHEREAS, Lessee, has made it known to Lessor that Lessee now only wishes to lease three (3) tie down spaces and would like to delete the remaining seven (7) spaces from the Lease entirely; and

WHEREAS, in September 2022, Lessor, in conjunction with the main ramp/apron rehabilitation and resurfacing project, constructed four (4) 60 x 60 concrete pads, for the exclusive use of BHI PROPERTIES OF CENTRAL FLORIDA, LLC helicopter operations; and

WHEREAS, Lessee, has made it know to Lessor that Lessee wishes to formally recognize and document their exclusive use of the four (4) 60 x 60 concrete pads, incorporating them into the Lease;

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby amend Section 1 of the Lease as follows:

1. Tie down spaces 35, 36, 37, 38, 39, 40, 41, 42, 43 and 44 are deleted from the Lease and replaced with the three (3) tie down spaces designated as F1, F2, and F3.

2. Inclusion of a total of 14,400 square feet, for the four (4) 60 x 60 concrete pads are added to the Lease and Lessee shall be charged $0.16/sq. ft, a total of $2,304.00 on an annual basis. The concrete rental amount shall not be subject to the Consumer Price Index (CPI) escalator, nor a comparable or replacement index, should the CPI be discontinued.

3. Except as specifically modified by this First Amendment, all other terms, conditions, and provisions of the Lease shall continue in full force and effect as originally executed.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to set their hands and seals to this First Amendment on the dates shown below.

THE CITY OF LEESBURG, FLORIDA

BY: _____
MAYOR
DATE: _____

Attest: _____
CITY CLERK

APPROVED AS TO FORM AND CONTENT

_____
CITY ATTORNEY

BHI PROPERTIES OF CENTRAL FLORIDA, LLC.

BY: _____
Bart Brainerd, Manager and Member
DATE: _____

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.2.

Meeting Date: November 28, 2022

From: Tracey Dean, (Airport Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a First Amendment to Lease Agreement, between the City of Leesburg and Central Florida Avionics and Instruments, LLC, for the purpose of amending the tie-down spaces that are included in the leased premises; and providing an effective date.

Staff Recommendation:
Staff recommends approval of the First Amendment

Analysis:
In conjunction with the main ramp/apron rehabilitation and resurfacing project, tie-down locations were moved and renumbered. This First Amendment to Lease identifies which tie downs are included in the Central Florida Avionics and Instruments, LLC lease.

The Airport Advisory Board reviewed the First Amendment at the November 10, 2022 meeting, and unanimously recommended approval.

Procurement Analysis:
N/A

Options:
1. Approve the First Amendment to Lease; or,
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:
There is no change in revenue generated by this amendment. Central Florida Avionics is currently charged for a total of 3 tie downs.
Account No. 048-0000-362-0230

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A FIRST AMENDMENT TO LEASE AGREEMENT, BETWEEN THE CITY OF LEESBURG AND CENTRAL FLORIDA AVIONICS AND INSTRUMENTS, LLC, FOR THE PURPOSE OF AMENDING THE TIE-DOWN SPACES THAT ARE INCLUDED IN THE LEASED PREMISES; 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 Central Florida Avionics & Instruments, LLC, whose address is 8812 Airport Boulevard, Leesburg, Florida, 34788.

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 28th day of November 2022.

_____
Mayor

ATTEST:

_____
City Clerk

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT is entered into the _____ day of _____, 2022, by and between the **CITY OF LEESBURG**, a Florida Municipal Corporation, hereinafter called the Lessor, and **CENTRAL FLORIDA AVIONICS AND INSTRUMENTS, L.L.C.**, hereinafter called the Lessee.

WITNESSETH:

WHEREAS, on or about October 14, 2013, Lessor and Lessee entered into a written Lease Agreement (the "Lease") for space at Leesburg International Airport (the "Airport");

WHEREAS, in June, 2022 and as required by the Lease, Lessor approved certain ownership changes of Lessee in connection with the Lease and consented to continuation of the tenancy;

WHEREAS, Section 1 of the Lease, which is titled, "Property and Term", provides for the lease of three (3) tie down spaces designated as 47, 48 and 50, which are to be used for Lessee's own operational purposes only, and not for rental or lease to the general public or any other person or entity whomsoever;

WHEREAS, in September 2022, Lessor, in conjunction with the Airport main ramp/apron rehabilitation and resurfacing project, renumbered all the tie down spaces on the main ramp/apron, and in light thereof the parties wish to clarify the three (3) tie down spaces included within the leased premises; and

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby amend the Lease as follows:

> Tie down spaces 47, 48, and 50 are deleted from the Lease and are replaced with tie down spaces E2, E4, and E5. Except as specifically modified by this First Amendment, all other terms, conditions, and provisions of the Lease shall continue in full force and effect as originally executed.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to set their hands and seals to this First Amendment on the dates shown below.

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SIGNATURES APPEAR ON THE FOLLOWING PAGE

THE CITY OF LEESBURG, FLORIDA

BY: _____
MAYOR
DATE: _____

Attest: _____
CITY CLERK

APPROVED AS TO FORM AND CONTENT

_____
CITY ATTORNEY

CENTRAL FLORIDA AVIONICS AND
INSTRUMENTS, L.L.C.

BY: _____
Brian R. Sapp, Manager

DATE: _____

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.3.

Meeting Date: November 28, 2022

From: Tracey Dean, (Airport Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Third Amendment to The Consolidated Lease Agreement, between the City of Leesburg and SunAir Aviation, Inc., for the purpose of amending the tie-down spaces that are included in the leased premises; and providing an effective date.

Staff Recommendation:
Staff recommends approval of the Third Amendment to Lease.

Analysis:
In conjunction with the main ramp/apron rehabilitation and resurfacing project, tie-down locations were moved and renumbered. This Third Amendment to Lease identifies which forty-one (41) tie downs are included in the SunAir Aviation, Inc. lease.

The Airport Advisory Board reviewed the Third Amendment to Lease at the November 10, 2022 meeting, and unanimously recommended approval.

Procurement Analysis:
N/A

Options:
1. Approve the Third Amendment to Lease; or,
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:
There is no change in revenue generated by this amendment. SunAir is currently charged for a total of 41 tie downs.
Account No. 048-0000-362-0230

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A THIRD AMENDMENT TO THE CONSOLIDATED LEASE AGREEMENT, BETWEEN THE CITY OF LEESBURG AND SUNAIR AVIATION, INC., FOR THE PURPOSE OF AMENDING THE TIE-DOWN SPACES THAT ARE INCLUDED IN THE LEASED PREMISES; 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 SunAir Aviation, Inc., whose mailing address is 8806 Airport Boulevar, Leesburg, Florida, 34788.

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 28th day of November 2022.

_____
Mayor

ATTEST:

_____
City Clerk

THIRD AMENDMENT TO CONSOLIDATED LEASE AGREEMENT

THIS THIRD AMENDMENT TO CONSOLIDATED LEASE AGREEMENT is entered into the _____ day of _____, 2022, by and between the **CITY OF LEESBURG**, a Florida Municipal Corporation, hereinafter called the Lessor, and **SUNAIR AVIATION, INC.**, hereinafter called the Lessee.

WITNESSETH:

WHEREAS, on or about October 26, 2015, Lessor and Lessee entered into a written Consolidated Lease Agreement (the "Lease") for space at Leesburg International Airport (the "Airport"), which Lease has been amended pursuant to two (2) subsequent written amendments;

WHEREAS, the Lease, as amended, includes within the leased premises, forty-one (41) tie down spaces; and

WHEREAS, in September 2022, Lessor, in conjunction with the Airport main ramp/apron rehabilitation and resurfacing project, renumbered all the tie down spaces on the main ramp/apron and in light thereof the parties wish to clarify which forty-one (41) tie down spaces are included in the leased premises; and

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby amend the Lease as follows:

1. The following tie down spaces are subject to the Lease and are included within the leased premises:

   B1, B2, B3, B4, B5, B6, B7, B8, C1, C2, C3, C4, C5, C6, C7, C8, C9, C10, C11, C12, C13, D1, E3, E6, G1, G2, G3, G4, G5, G6, G7, G8, G9, G10, G11, G12, G13, G14, and three additional unnumbered tie downs at the Seaplane Ramp.

2. Except as specifically modified by this Third Amendment, all other terms, conditions, and provisions of the Lease, as amended, shall continue in full force and effect as originally executed.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to set their hands and seals to this Third Amendment on the dates shown below.

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SIGNATURES APPEAR ON THE FOLLOWING PAGE

THE CITY OF LEESBURG, FLORIDA

BY: _____
MAYOR
DATE: _____

Attest: _____
CITY CLERK

APPROVED AS TO FORM AND CONTENT

_____
CITY ATTORNEY

SUNAIR AVIATION, INC.

BY: _____
Brian Sapp, President

DATE: _____

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.4.

Meeting Date: November 28, 2022

From: Tracey Dean, (Airport Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Fourth Amendment to Lease Agreement, between the City of Leesburg and Wipaire, Inc., for the purpose of amending the tie-down spaces that are included in the leased premises; and providing an effective date.

Staff Recommendation:
Staff recommends approval of the Fourth Amendment to Lease.

Analysis:
In conjunction with the main ramp/apron rehabilitation and resurfacing project, tie-down locations were moved and renumbered. This Fourth Amendment to Lease identifies which downs are included in the Wipaire, Inc. lease.

The Airport Advisory Board reviewed the Fourth Amendment to Lease at the November 10, 2022 meeting, and unanimously recommended approval.

Procurement Analysis:
N/A

Options:
1. Approve the Fourth Amendment to Lease; or,
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:
There is no change in revenue generated by this amendment. Wipaire is currently charged for a total of 4 tie downs.
Account No. 048-0000-362-0230

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A FOURTH AMENDMENT TO LEASE AGREEMENT, BETWEEN THE CITY OF LEESBURG AND WIPAIRE, INC., FOR THE PURPOSE OF AMENDING THE TIE-DOWN SPACES THAT ARE INCLUDED IN THE LEASED PREMISES; 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 Wipaire, Incl, whose mailing address is 1700 Henry Avenue, South St. Paul, Minnesota, 55075.

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 28th day of November 2022.

_____
Mayor

ATTEST:

_____
City Clerk

FOURTH AMENDMENT TO LEASE AGREEMENT

THIS FOURTH AMENDMENT TO LEASE AGREEMENT is entered into the _____ day of _____, 2022, by and between the **CITY OF LEESBURG**, a Florida Municipal Corporation, hereinafter called the Lessor, and **WIPAIRE, INC.**, hereinafter called the Lessee.

WITNESSETH:

WHEREAS, on or about March 10, 2014, Lessor and Lessee entered into a written Lease Agreement (the "Lease") for space at Leesburg International Airport (the "Airport");

WHEREAS, on or about April 27, 2015, the parties entered into the First Amendment to the Lease, which added paragraph 45 to the Lease relating to the inclusion of four (4) tie down spaces in the Lease;

WHEREAS, the Lease was subsequently further amended pursuant to the Second and Third Amendments to the Lease;

WHEREAS, in September 2022, Lessor, in conjunction with the Airport main ramp/apron rehabilitation and resurfacing project, renumbered all the tie down spaces on the main ramp/apron, and in light thereof the parties wish to clarify the four (4) tie down spaces included within the leased premises; and

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby amend the Lease as follows:

> Paragraph 45 of the Lease is amended such that tie down spaces 1, 2, 3, and 4 are deleted and replaced with tie down spaces D2, H1, H2, and H3. Except as specifically modified by this Fourth Amendment, all other terms, conditions, and provisions of the Lease, as amended by the First Amendment, Second Amendment and Third Amendment, shall continue in full force and effect as originally executed.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to set their hands and seals to this Fourth Amendment on the dates shown below.

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SIGNATURES APPEAR ON THE FOLLOWING PAGE

THE CITY OF LEESBURG, FLORIDA

BY: _____
MAYOR
DATE: _____

Attest: _____
CITY CLERK

APPROVED AS TO FORM AND CONTENT

_____
CITY ATTORNEY

WIPAIRE, INC.

BY: _____

Print:_____

Title: _____

DATE: _____

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.5.

Meeting Date: November 28, 2022

From: Cliff Kelsey, (Public Works Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and the City Clerk to execute an Interlocal Agreement with Lake County, Florida for the jurisdiction transfer of Rumford Road (3220); and providing an effective date.

Staff Recommendation:
Staff recommends authorization of an Interlocal Agreement between the City and Lake County, Florida to transfer the jurisdiction, operation, and maintenance responsibilities of Rumford Road from the County to the City.

Analysis:
The Eagletail development off CR 48 and Number Two Road had requirements for access from the city council during its PUD hearings that required two entrances. One of the entrances the development utilizes is an old short, paved road (Rumford Road) that was to be included in the original Serenby PUD that did not finish development. During the planning stages of Eagletail (McElyea), it was agreed, that in order to allow the improvement and removal of the unused portion of Rumford Road that the city would take jurisdiction of the road and then process any vacation of it with the city council since all lands surrounding it are city and either current or future development.

Procurement Analysis:
N/A

Options:
1. Approve the resolution authorizing the execution of an Interlocal Agreement between the City and County transferring jurisdiction of Rumford Road; 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 AND THE CITY CLERK TO EXECUTE AN INTERLOCAL AGREEMENT WITH LAKE COUNTY, FLORIDA FOR THE JURISDICTION TRANSFER OF RUMFORD ROAD (3220); 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 Lake County, Florida, whose address is 315 West Main Street, Tavares, Florida 32778, for transfer of the jurisdiction, operation, and maintenance responsibilities of Rumford Road (3220).

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 28th day of November 2022.

_____
Mayor

ATTEST:

_____
City Clerk

INTERLOCAL AGREEMENT TO TRANSFER JURISDICTION
RUMFORD ROAD (3220)

THIS INTERLOCAL AGREEMENT ("agreement") is by and between Lake County, Florida, a political subdivision of the State of Florida (the "County") and the City of Leesburg, Florida, a municipal corporation organized under the laws of the State of Florida, hereinafter the ("City") regarding the transfer jurisdiction of Rumford Road (3220)

WHEREAS, Section 163.01, Florida Statutes, provides that local governments may enter into interlocal agreements to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

WHEREAS, Section 335.0415, Florida Statutes, provides that public roads may be transferred between jurisdictions by mutual agreement of the affected governmental entities; and

WHEREAS, it is in both the County and City's best interest to transfer the jurisdiction, operation and maintenance responsibilities of Rumford Road from the County to the City.

NOW, THEREFORE the County and the City agree as follows:

1. Recitals. The foregoing recitals are incorporated herein by reference.

2. County Obligations. In accordance with Section 335.0415, Florida Statutes, the County transfers to the City any and all ownership interests, operation and maintenance responsibilities that the County has or may have had in and for Rumford Road (3220) from its connection with CR 48 to its southern terminus as identified in the Location Map attached hereto as **Exhibit A** and incorporated herein, effective on the date the last party hereto executes this agreement ("effective date").

3. City Obligations. Upon the effective date, the City accepts any and all of the County's ownership interests, operation and maintenance responsibilities of Rumford Road (3220) as identified in **Exhibit A** attached.

4. Amendment. Unless otherwise specified herein, no modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by both the City and the County.

5. Notices.

A. All notices or other writings required to be given or made or sent in this agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

COUNTY	CITY
County Manager	City Manager
P.O. Box 7800	P.O. Box 490630
Tavares, Florida 32778	Leesburg, Florida 34744-0630

cc: Public Works Operations Manager
Post Office Box 7800
Tavares, Florida 32778

B. All notices required, or which may be given hereunder, shall be considered properly given if (1) personally delivered, (2) sent by certified United States mail, return receipt requested, or (3) sent by Federal Express or other equivalent overnight letter delivery company.

C. The effective date of such notices shall be the date personally delivered, or if sent by certified mail, the date the notice was signed for, or if sent by overnight letter delivery company, the date the notice was delivered by the overnight letter delivery company.

D. Parties may designate other parties or addresses to which notice shall be sent by notifying, in writing, to the other party in a manner designated for the filing of notice hereunder.

6 Entire Agreement. This document embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein.

7. Severability. If any provision of this agreement is found by a court of competent jurisdiction to be invalid, it shall be considered deleted here from, and shall not invalidate the remaining provisions.

8. Effective Date. This agreement shall become effective upon the date the last party hereto executes it ("effective date").

IN WITNESS WHEREOF, the parties hereto have made and executed this Interlocal Agreement on the respective dates under each signature: Lake County, through its Board of County Commissioners, signing by and through its Chairman, and by the City of Leesburg, Florida, through its City Commission, signing by and through its Mayor.

ATTEST:

LAKE COUNTY, FLORIDA through its
BOARD OF COUNTY COMMISSIONERS

_____

Gary J. Cooney, Clerk
Board of County Commissioners
of Lake County, Florida

_____

_____, Chairman

This _____ of _____, 2022.

Approved as to form and legality:

_____

Melanie Marsh, County Attorney

CITY OF LEESBURG, FLORIDA

_____
_____, Mayor

This ____ day of _____, 2022.

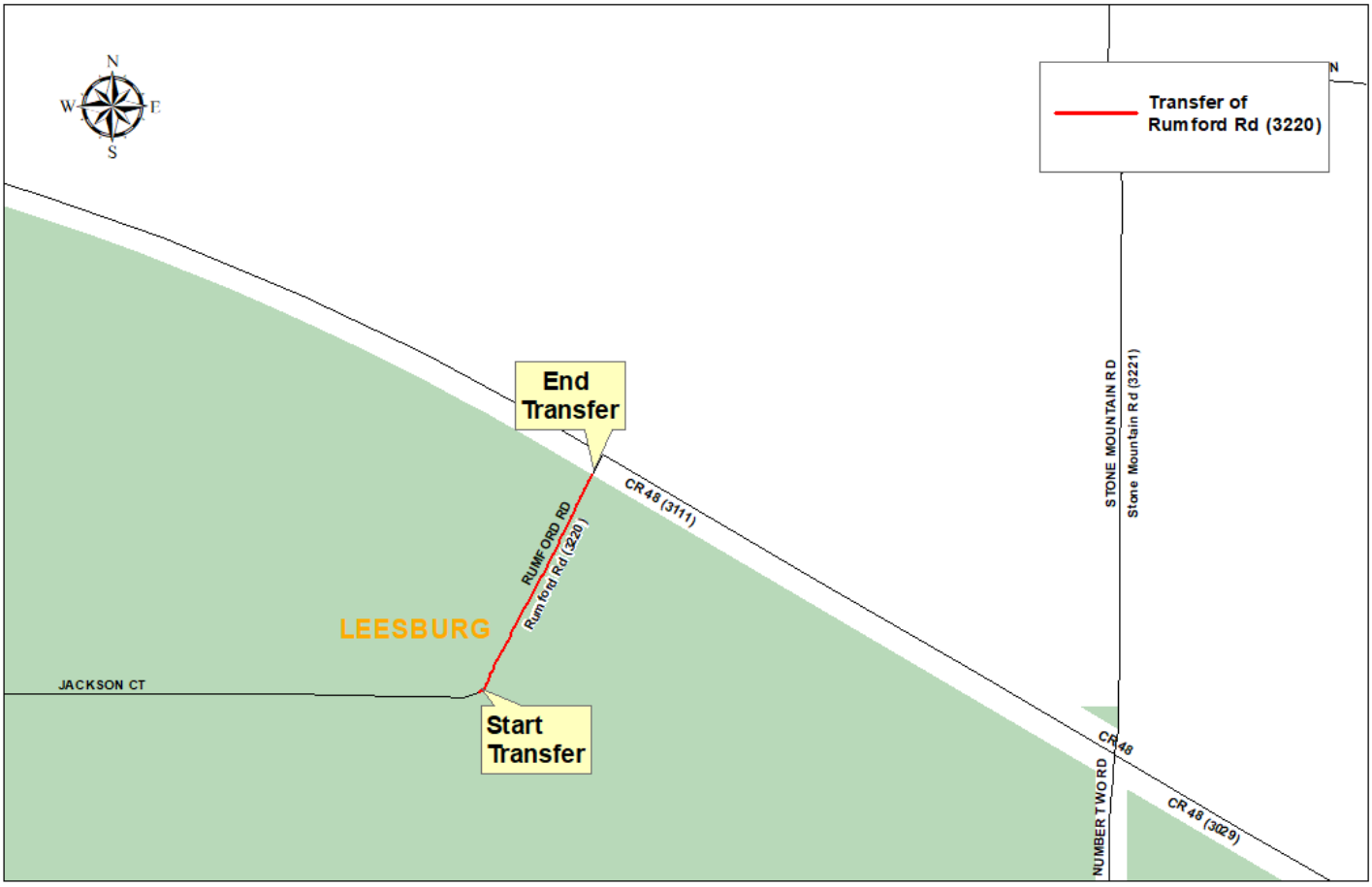
ATTEST:

_____
City Clerk

Approved as to form and legality:

_____
_____, City Attorney

Exhibit A – Location Map
Rumford Road (3220)



City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.6.

Meeting Date: November 28, 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 Civic Organization Funding Agreements for Fiscal Year 2022-23 with Band Parents Association of Leesburg High School, Inc., Boys and Girls Clubs of Central Florida, Inc., Community Development Corporation of Leesburg, Inc., Leesburg Area Chamber of Commerce, Leesburg Arts Festival DBA Leesburg Center for the Arts, Leesburg Partnership, Inc. and Melon Patch Players, Inc.; and providing an effective date.

Staff Recommendation:
Staff recommends the execution of the agreements for fiscal year 2022-23 Civic Grant funding with the Band Parents Association of Leesburg High School, Inc., Boys and Girls Clubs of Central Florida, Inc., Community Development Corporation of Leesburg, Inc., Leesburg Area Chamber of Commerce, Inc., Leesburg Art Festival, Inc. DBA Leesburg Center for the Arts, Leesburg Partnership, Inc. and Melon Patch Players, Inc.

Analysis:
For Fiscal Year 2022-23, a total of $70,215.00 was budgeted for the purpose of funding civic organizations. Following is a list of the organizations that have been considered for funding by the City Commission and the funding amounts.

Band Parents Association of Leesburg High School, Inc. – $1,455.00
Boys & Girls Club of Central Florida, Inc. - $5,000.00
Community Development Corporation of Leesburg, Inc. - $3,880.00
Leesburg Area Chamber of Commerce - $5,000.00
Leesburg Art Festival DBA Leesburg Center for the Arts - $10,670.00
Leesburg Partnership, Inc. - $38,710.00
Melon Patch Players, Inc. - $5,500.00

Procurement Analysis:
N/A

Options:

1. Approve execution of the agreements between the City of Leesburg and Band Parents Association of Leesburg High School, Inc., Boys and Girls Clubs of Central Florida, Inc., Community Development Corporation of Leesburg, Inc., Leesburg Area Chamber of Commerce, Inc., Leesburg Art Festival, Inc. DBA Leesburg Center for the Arts, Leesburg Partnership, Inc. and Melon Patch Players, Inc. for fiscal year 2022-23 civic grant funding; or

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

Fiscal Impact:
A total of $70,215.00 was included in the budget for civic funding.

Account No.	046-6088-534-8210
Budget	$70,215.00
Available	$70,215.00

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE CIVIC ORGANIZATION FUNDING AGREEMENTS FOR FISCAL YEAR 2022-23 WITH BAND PARENTS ASSOCIATION OF LEESBURG HIGH SCHOOL, INC., BOYS AND GIRLS CLUBS OF CENTRAL FLORIDA, INC., COMMUNITY DEVELOPMENT CORPORATION OF LEESBURG, INC., LEESBURG AREA CHAMBER OF COMMERCE, LEESBURG ARTS FESTIVAL DBA LEESBURG CENTER FOR THE ARTS, LEESBURG PARTNERSHIP, INC. AND MELON PATCH PLAYERS, INC.; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, it is permissible for cities to make contributions to non-profit corporations where the contributions further a public purpose; and

WHEREAS, Band Parents Association of Leesburg High School, Inc., Boys and Girls Clubs of Central Florida, Inc., Community Development Corporation of Leesburg, Inc., Leesburg Area Chamber of Commerce, Inc., Leesburg Art Festival, Inc. DBA Leesburg Center for the Arts, Leesburg Partnership, Inc. and Melon Patch Players are seeking contributions from the City of Leesburg to help provide a public service to City residents; and

WHEREAS, in the past there have been formal executed agreements between the City of Leesburg and agencies receiving such contributions; and

WHEREAS, the City of Leesburg desires to continue having such agreements with the various agencies which receive annual contributions.

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

THAT the Mayor and City Clerk of the City of Leesburg are hereby authorized and directed to execute the Civic Organization Funding Agreements between the City of Leesburg and each entity listed above for the amount listed in each contract.

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 28th day of November, 2022.

_____

Mayor

ATTEST:

_____

City Clerk

CIVIC ORGANIZATION FUNDING AGREEMENT

THIS AGREEMENT is entered into by and between the City of Leesburg, Florida (hereinafter referred to as "City"), and the Band Parents Association of Leesburg High School, Inc., a not for profit corporation (hereinafter referred to as "Agency").

WITNESSETH:

THAT, it is permissible for cities to make contributions to nonprofit corporations where the contributions further a public purpose. Agency is seeking a City contribution to help provide a public service to City residents and the City wishes to make such a contribution for the public purposes stated herein and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises, mutual covenants, conditions and payments hereinafter contained, the parties agree as follows:

Section 1. City Obligations. City agrees to provide the Agency with a $**1,455.00** funding contribution in fiscal year 2022/23. Said funding contribution will be issued to the Agency as a lump sum disbursement..

Section 2. Agency Obligations. Agency shall be responsible for providing the City with a copy of the most recent IRS Form 990, proof of non-profit status and an activity report(s) showing the uses for which the City's contribution was expended. The financial statement and other required documents shall be mailed to: City Manager's Office, City of Leesburg, P.O. Box 490630, Leesburg, FL 34749-0630. No disbursements will be made until financial statements and proof of non-profit status are received. The Activity Report shall be provided no later than April 1, 2023. ***Agency must participate as a marching unit in the 2022 Leesburg Christmas Parade and the 2023 Leesburg Dr. Martin Luther King, Jr. Commemoration Parade/March.***

Section 3. Use of Funds. Agency understands that Florida law prohibits the City from expending funds for other than bona fide public purposes. Agency agrees to use all funds received by it under this Agreement for the following bona fide public purpose(s): **Provide financial assistance to at risk and deserving/needy students in the Leesburg High School Band; participate in City events.** To the extent Agency's financial reports do not document adequately that the funds were expended solely for this bona fide public purpose, Agency agrees to reimburse to the City all funds not documented as having been expended in accordance with this Agreement.

Section 4. Lapse. In the event the Agency does not spend the funding contribution from the City within the stated term of this Agreement for the purposes outlined in this Agreement, or in the event this Agreement is terminated prior to the one-year term in accordance with Section 5 below, the Agency shall return all of the unspent funding contribution to the City on or before the end of the first business day following the termination of this Agreement.

Section 5. Duration of Agreement. This Agreement shall become effective upon the date executed by the last party and shall continue for a period of one (1) year, subject to availability of funds by the City. This Agreement may be terminated by either party with thirty (30) days written notice of its intent to terminate. Approval of this grant by the City does not obligate the City to approve funding for future fiscal years, and should not be relied on by Agency as evidence of any expectation of future

funding. Agency must apply for future funding during the budgetary cycle for the upcoming fiscal year, but is not assured of receiving funding.

Section 6. Modifications. No modifications, amendments or alterations of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith, and approved by the Leesburg City Commission at a public meeting where a quorum was present and the modification of this Agreement was on the agenda for discussion and action.

Section 7. Entire Agreement. This document incorporates and includes 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 undertakings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates under each signature.

THE CITY OF LEESBURG, FLORIDA

By:_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form and content:

_____
City Attorney

Band Parents of Leesburg High School, Inc.

By:_____

Printed Name:_____

Title:_____

Mailing Address:_____

_____

CIVIC ORGANIZATION FUNDING AGREEMENT

THIS AGREEMENT is entered into by and between the City of Leesburg, Florida (hereinafter referred to as "City"), and the Boys & Girls Clubs of Central Florida, Inc., a not for profit corporation (hereinafter referred to as "Agency").

WITNESSETH:

THAT, it is permissible for cities to make contributions to nonprofit corporations where the contributions further a public purpose. Agency is seeking a City contribution to help provide a public service to City residents and the City wishes to make such a contribution for the public purposes stated herein and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises, mutual covenants, conditions and payments hereinafter contained, the parties agree as follows:

Section 1. City Obligations. City agrees to provide the Agency with a **$5,000.00** funding contribution in fiscal year 2022/2023. Said funding contribution will be issued to the Agency as a lump sum disbursement.

Section 2. Agency Obligations. Agency shall be responsible for providing the City with a copy of the most recent IRS Form 990, proof of non-profit status and an activity report(s) showing the uses for which the City's contribution was expended. The financial statement and other required documents shall be mailed to: City Manager's Office, City of Leesburg, P.O. Box 490630, Leesburg, FL 34749-0630. No disbursements will be made until financial statements and proof of non-profit status are received. The Activity Report shall be provided no later than April 1, 2023. *Agency shall provide to the City of Leesburg one table at the Agency's annual dinner event/gala held for the Lake/Sumter Counties Boys & Girls Clubs at no additional cost to the City.*

Section 3. Use of Funds. Agency understands that Florida law prohibits the City from expending funds for other than bona fide public purposes. Agency agrees to use all funds received by it under this Agreement for the following bona fide public purpose(s): **Comprehensive summer and after school programs for Leesburg children providing activities and mentoring to ensure academic success, healthy lifestyles, character and citizenship.** To the extent Agency's financial reports do not document adequately that the funds were expended solely for this bona fide public purpose, Agency agrees to reimburse to the City all funds not documented as having been expended in accordance with this Agreement.

Section 4. Lapse. In the event the Agency does not spend the funding contribution from the City within the stated term of this Agreement for the purposes outlined in this Agreement, or in the event this Agreement is terminated prior to the one-year term in accordance with Section 5 below, the Agency shall return all of the unspent funding contribution to the City on or before the end of the first business day following the termination of this Agreement.

Section 5. Duration of Agreement. This Agreement shall become effective upon the date executed by the last party and shall continue for a period of one (1) year, subject to availability of funds by the City. This Agreement may be terminated by either party with thirty (30) days written notice of its intent to terminate. Approval of this grant by the City does not obligate the City to approve funding

for future fiscal years, and should not be relied on by Agency as evidence of any expectation of future funding. Agency must apply for future funding during the budgetary cycle for the upcoming fiscal year, but is not assured of receiving funding.

Section 6. Modifications. No modifications, amendments or alterations of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith, and approved by the Leesburg City Commission at a public meeting where a quorum was present and the modification of this Agreement was on the agenda for discussion and action.

Section 7. Entire Agreement. This document incorporates and includes 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 undertakings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates under each signature.

THE CITY OF LEESBURG, FLORIDA

By:_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form and content:

_____
City Attorney

Boys & Girls Clubs of Central Florida, Inc.

By:_____

Printed Name: Gary W. Cain

Title: President and CEO

Mailing Address: PO Box 2987
Orlando, FL 32802

CIVIC ORGANIZATION FUNDING AGREEMENT

THIS AGREEMENT is entered into by and between the City of Leesburg, Florida (hereinafter referred to as "City"), and the Community Development Corporation of Leesburg, Inc., a not for profit corporation (hereinafter referred to as "Agency").

WITNESSETH:

THAT, it is permissible for cities to make contributions to nonprofit corporations where the contributions further a public purpose. Agency is seeking a City contribution to help provide a public service to City residents and the City wishes to make such a contribution for the public purposes stated herein and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises, mutual covenants, conditions and payments hereinafter contained, the parties agree as follows:

Section 1. City Obligations. City agrees to provide the Agency with a $**3,880.00** funding contribution in fiscal year 2022/2023. Said funding contribution will be issued to the Agency as a lump sum disbursement.

Section 2. Agency Obligations. Agency shall be responsible for providing the City with a copy of the most recent IRS Form 990, proof of non-profit status and an activity report(s) showing the uses for which the City's contribution was expended. The financial statement and other required documents shall be mailed to: City Manager's Office, City of Leesburg, P.O. Box 490630, Leesburg, FL 34749-0630. No disbursements will be made until financial statements and proof of non-profit status are received. The Activity Report shall be provided no later than April 1, 2023. *Agency shall list the City of Leesburg as a sponsor on all printed materials and press releases for the Leesburg Black Heritage Festival at no additional cost to the City.*

Section 3. Use of Funds. Agency understands that Florida law prohibits the City from expending funds for other than bona fide public purposes. Agency agrees to use all funds received by it under this Agreement for the following bona fide public purpose(s): **Provide mentoring services and scholarship opportunities; promote diversity through participation in community projects including sponsorship of the Leesburg Black Heritage Festival.** To the extent Agency's financial reports do not document adequately that the funds were expended solely for this bona fide public purpose, Agency agrees to reimburse to the City all funds not documented as having been expended in accordance with this Agreement.

Section 4. Lapse. In the event the Agency does not spend the funding contribution from the City within the stated term of this Agreement for the purposes outlined in this Agreement, or in the event this Agreement is terminated prior to the one year term in accordance with Section 5 below, the Agency shall return all of the unspent funding contribution to the City on or before the end of the first business day following the termination of this Agreement.

Section 5. Duration of Agreement. This Agreement shall become effective upon the date executed by the last party and shall continue for a period of one (1) year, subject to availability of funds by the City. This Agreement may be terminated by either party with thirty (30) days written notice of its intent to terminate. Approval of this grant by the City does not obligate the City to approve funding for future fiscal years, and should not be relied on by Agency as evidence of any expectation of future

funding. Agency must apply for future funding during the budgetary cycle for the upcoming fiscal year, but is not assured of receiving funding.

Section 6. Modifications. No modifications, amendments or alterations of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith, and approved by the Leesburg City Commission at a public meeting where a quorum was present and the modification of this Agreement was on the agenda for discussion and action.

Section 7. Entire Agreement. This document incorporates and includes 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 undertakings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates under each signature.

THE CITY OF LEESBURG, FLORIDA

By:_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form and content:

_____
City Attorney

Community Development Corporation of Leesburg, Inc.

By:_____

Printed Name:_____

Title:_____

Mailing Address:_____

_____

CIVIC ORGANIZATION FUNDING AGREEMENT

THIS AGREEMENT is entered into by and between the City of Leesburg, Florida (hereinafter referred to as "City"), and Leesburg Area Chamber of Commerce, Inc., a not for profit corporation (hereinafter referred to as "Agency").

WITNESSETH:

THAT, it is permissible for cities to make contributions to nonprofit corporations where the contributions further a public purpose. Agency is seeking a City contribution to help provide a public service to City residents and the City wishes to make such a contribution for the public purposes stated herein and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises, mutual covenants, conditions and payments hereinafter contained, the parties agree as follows:

Section 1. City Obligations. City agrees to provide the Agency with a $**5,000.00** funding contribution in fiscal year 2022/2023. Said funding contribution will be issued to the Agency as a lump sum disbursement.

Section 2. Agency Obligations. Agency shall be responsible for providing the City with a copy of the most recent IRS Form 990, proof of non-profit status and an activity report(s) showing the uses for which the City's contribution was expended. The financial statement and other required documents shall be mailed to: City Manager's Office, City of Leesburg, P.O. Box 490630, Leesburg, FL 34749-0630. No disbursements will be made until financial statements and proof of non-profit status are received. The Activity Report shall be provided no later than April 1, 2023. *Agency shall list the City of Leesburg as a sponsor on all Chamber events, provide tickets to the monthly Sunrise Breakfast for each commissioner and include City information on the "Navigate the Burg" app at no additional cost to the City*.

Section 3. Use of Funds. Agency understands that Florida law prohibits the City from expending funds for other than bona fide public purposes. Agency agrees to use all funds received by it under this Agreement for the following bona fide public purpose(s): **Provide public relations and promotional information for activities in Leesburg; provide information to citizens, visitors and businesses about city facilities, services and recreational opportunities; provide opportunities for businesses to grow their business.** To the extent Agency's financial reports do not document adequately that the funds were expended solely for this bona fide public purpose, Agency agrees to reimburse to the City all funds not documented as having been expended in accordance with this Agreement.

Section 4. Lapse. In the event the Agency does not spend the funding contribution from the City within the stated term of this Agreement for the purposes outlined in this Agreement, or in the event this Agreement is terminated prior to the one year term in accordance with Section 5 below, the Agency shall return all of the unspent funding contribution to the City on or before the end of the first business day following the termination of this Agreement.

Section 5. Duration of Agreement. This Agreement shall become effective upon the date executed by the last party and shall continue for a period of one (1) year, subject to availability of funds by the City. This Agreement may be terminated by either party with thirty (30) days written notice of

its intent to terminate. Approval of this grant by the City does not obligate the City to approve funding for future fiscal years, and should not be relied on by Agency as evidence of any expectation of future funding. Agency must apply for future funding during the budgetary cycle for the upcoming fiscal year, but is not assured of receiving funding.

Section 6. Modifications. No modifications, amendments or alterations of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith, and approved by the Leesburg City Commission at a public meeting where a quorum was present and the modification of this Agreement was on the agenda for discussion and action.

Section 7. Entire Agreement. This document incorporates and includes 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 undertakings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates under each signature.

THE CITY OF LEESBURG, FLORIDA

By:_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form and content:

_____
City Attorney

Leesburg Area Chamber of Commerce, Inc.

By:_____

Printed Name:_____

Title:_____

Mailing Address:_____

_____

CIVIC ORGANIZATION FUNDING AGREEMENT

THIS AGREEMENT is entered into by and between the City of Leesburg, Florida (hereinafter referred to as "City"), and the Leesburg Art Festival, Inc. DBA Leesburg Center for the Arts, a not for profit corporation (hereinafter referred to as "Agency").

WITNESSETH:

THAT, it is permissible for cities to make contributions to nonprofit corporations where the contributions further a public purpose. Agency is seeking a City contribution to help provide a public service to City residents and the City wishes to make such a contribution for the public purposes stated herein and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises, mutual covenants, conditions and payments hereinafter contained, the parties agree as follows:

Section 1. City Obligations. City agrees to provide the Agency with a $**10,670.00** funding contribution in fiscal year 2022/2023. Said funding contribution will be issued to the Agency as a lump sum disbursement.

Section 2. Agency Obligations. Agency shall be responsible for providing the City with a copy of the most recent IRS Form 990, proof of non-profit status and an activity report(s) showing the uses for which the City's contribution was expended. The financial statement and other required documents shall be mailed to: City Manager's Office, City of Leesburg, P.O. Box 490630, Leesburg, FL 34749-0630. No disbursements will be made until financial statements and proof of non-profit status are received. The Activity Report shall be provided no later than April 1, 2023. *Agency shall provide to the City of Leesburg ten (10) tickets for the annual Beast Feast event at no additional cost to the City.*

Section 3. Use of Funds. Agency understands that Florida law prohibits the City from expending funds for other than bona fide public purposes. Agency agrees to use all funds received by it under this Agreement for the following bona fide public purpose(s): **Promote growth and vitality of the community by providing educational opportunities in the arts for all ages; provide cultural events for the community; provide a central location which attracts talented artists, artisans, musicians and audiences.** To the extent Agency's financial reports do not document adequately that the funds were expended solely for this bona fide public purpose, Agency agrees to reimburse to the City all funds not documented as having been expended in accordance with this Agreement.

Section 4. Lapse. In the event the Agency does not spend the funding contribution from the City within the stated term of this Agreement for the purposes outlined in this Agreement, or in the event this Agreement is terminated prior to the one year term in accordance with Section 5 below, the Agency shall return all of the unspent funding contribution to the City on or before the end of the first business day following the termination of this Agreement.

Section 5. Duration of Agreement. This Agreement shall become effective upon the date executed by the last party and shall continue for a period of one (1) year, subject to availability of funds by the City. This Agreement may be terminated by either party with thirty (30) days written notice of its intent to terminate. Approval of this grant by the City does not obligate the City to approve funding for future fiscal years, and should not be relied on by Agency as evidence of any expectation of future

funding. Agency must apply for future funding during the budgetary cycle for the upcoming fiscal year, but is not assured of receiving funding.

Section 6. Modifications. No modifications, amendments or alterations of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith, and approved by the Leesburg City Commission at a public meeting where a quorum was present and the modification of this Agreement was on the agenda for discussion and action.

Section 7. Entire Agreement. This document incorporates and includes 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 undertakings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates under each signature.

THE CITY OF LEESBURG, FLORIDA

By:_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form and content:

_____
City Attorney

Leesburg Art Festival, Inc.
DBA Leesburg Center for the Arts

By:_____

Printed Name:_____

Title:_____

Mailing Address:_____

_____

CIVIC ORGANIZATION FUNDING AGREEMENT

THIS AGREEMENT is entered into by and between the City of Leesburg, Florida (hereinafter referred to as "City"), and the Leesburg Partnership, Inc., a not for profit corporation (hereinafter referred to as "Agency").

WITNESSETH:

THAT, it is permissible for cities to make contributions to nonprofit corporations where the contributions further a public purpose. Agency is seeking a City contribution to help provide a public service to City residents and the City wishes to make such a contribution for the public purposes stated herein and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises, mutual covenants, conditions and payments hereinafter contained, the parties agree as follows:

Section 1. City Obligations. City agrees to provide the Agency with a **$38,710.00** funding contribution in fiscal year 2022/2023. Said funding contribution will be issued to the Agency as a lump sum disbursement.

Section 2. Agency Obligations. Agency shall be responsible for providing the City with a copy of the most recent IRS Form 990, proof of non-profit status and an activity report(s) showing the uses for which the City's contribution was expended. The financial statement and other required documents shall be mailed to: City Manager's Office, City of Leesburg, P.O. Box 490630, Leesburg, FL 34749-0630. No disbursements will be made until financial statements and proof of non-profit status are received. The Activity Report shall be provided no later than April 1, 2023. *Agency shall also provide to the City of Leesburg one table at the Agency's annual dinner/event at no additional cost to the City.*

Section 3. Use of Funds. Agency understands that Florida law prohibits the City from expending funds for other than bona fide public purposes. Agency agrees to use all funds received by it under this Agreement for the following bona fide public purpose(s): **Promotion and presentation of numerous community-oriented events such as BikeFest, Mardi Gras, Main Street Car Show and Leesburg Christmas Parade.** To the extent Agency's financial reports do not document adequately that the funds were expended solely for this bona fide public purpose, Agency agrees to reimburse to the City all funds not documented as having been expended in accordance with this Agreement.

Section 4. Lapse. In the event the Agency does not spend the funding contribution from the City within the stated term of this Agreement for the purposes outlined in this Agreement, or in the event this Agreement is terminated prior to the one-year term in accordance with Section 5 below, the Agency shall return all of the unspent funding contribution to the City on or before the end of the first business day following the termination of this Agreement.

Section 5. Duration of Agreement. This Agreement shall become effective upon the date executed by the last party and shall continue for a period of one (1) year, subject to availability of funds by the City. This Agreement may be terminated by either party with thirty (30) days written notice of its intent to terminate. Approval of this grant by the City does not obligate the City to approve funding for future fiscal years, and should not be relied on by Agency as evidence of any expectation of future

funding. Agency must apply for future funding during the budgetary cycle for the upcoming fiscal year, but is not assured of receiving funding.

Section 6. Modifications. No modifications, amendments or alterations of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith, and approved by the Leesburg City Commission at a public meeting where a quorum was present and the modification of this Agreement was on the agenda for discussion and action.

Section 7. Entire Agreement. This document incorporates and includes 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 undertakings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates under each signature.

THE CITY OF LEESBURG, FLORIDA

By:_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form and content:

_____
City Attorney

Leesburg Partnership, Inc.

By:_____

Printed Name:_____

Title:_____

Mailing Address:_____

_____

CIVIC ORGANIZATION FUNDING AGREEMENT

THIS AGREEMENT is entered into by and between the City of Leesburg, Florida (hereinafter referred to as "City"), and Melon Patch Players, Inc., a not for profit corporation (hereinafter referred to as "Agency").

WITNESSETH:

THAT, it is permissible for cities to make contributions to nonprofit corporations where the contributions further a public purpose. Agency is seeking a City contribution to help provide a public service to City residents and the City wishes to make such a contribution for the public purposes stated herein and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises, mutual covenants, conditions and payments hereinafter contained, the parties agree as follows:

Section 1. City Obligations. City agrees to provide the Agency with a **$5,500.00** funding contribution in fiscal year 2022/2023. Said funding contribution will be issued to the Agency as a lump sum disbursement.

Section 2. Agency Obligations. Agency shall be responsible for providing the City with a copy of the most recent IRS Form 990, proof of non-profit status and an activity report(s) showing the uses for which the City's contribution was expended. The financial statement and other required documents shall be mailed to: City Manager's Office, City of Leesburg, P.O. Box 490630, Leesburg, FL 34749-0630. No disbursements will be made until financial statements and proof of non-profit status are received. The Activity Report shall be provided no later than April 1, 2023. *Agency shall list the City of Leesburg as a sponsor for two productions in the upcoming performance season at no additional cost to the City.*

Section 3. Use of Funds. Agency understands that Florida law prohibits the City from expending funds for other than bona fide public purposes. Agency agrees to use all funds received by it under this Agreement for the following bona fide public purpose(s): **Enrich the culture of the City by providing quality community theatre productions several times each year.** To the extent Agency's financial reports do not document adequately that the funds were expended solely for this bona fide public purpose, Agency agrees to reimburse to the City all funds not documented as having been expended in accordance with this Agreement.

Section 4. Lapse. In the event the Agency does not spend the funding contribution from the City within the stated term of this Agreement for the purposes outlined in this Agreement, or in the event this Agreement is terminated prior to the one year term in accordance with Section 5 below, the Agency shall return all of the unspent funding contribution to the City on or before the end of the first business day following the termination of this Agreement.

Section 5. Duration of Agreement. This Agreement shall become effective upon the date executed by the last party and shall continue for a period of one (1) year, subject to availability of funds by the City. This Agreement may be terminated by either party with thirty (30) days written notice of its intent to terminate. Approval of this grant by the City does not obligate the City to approve funding for future fiscal years, and should not be relied on by Agency as evidence of any expectation of future

funding. Agency must apply for future funding during the budgetary cycle for the upcoming fiscal year, but is not assured of receiving funding.

Section 6. Modifications. No modifications, amendments or alterations of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith, and approved by the Leesburg City Commission at a public meeting where a quorum was present and the modification of this Agreement was on the agenda for discussion and action.

Section 7. Entire Agreement. This document incorporates and includes 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 undertakings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates under each signature.

THE CITY OF LEESBURG, FLORIDA

By:_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form and content:

_____
City Attorney

Melon Patch Players, Inc.

By:_____

Printed Name:_____

Title:_____

Mailing Address:_____

_____

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.7.

Meeting Date: November 28, 2022

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida providing funding for the Facade, Sign, and Landscape Grant Program (FSL) for a projected located within the Greater Leesburg Downtown Community Redevelopment Agency Area; and providing an effective date. (Palace Partners)

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 FACADE, SIGN, AND LANDSCAPE GRANT PROGRAM (FSL) FOR A PROJECTED LOCATED WITHIN THE GREATER LEESBURG DOWNTOWN COMMUNITY REDEVELOPMENT AGENCY AREA; AND PROVIDING AN EFFECTIVE DATE. (PALACE PARTNERS)

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 the attached Exhibit A, pursuant to the requirements of the Facade, 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 28th 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: _____

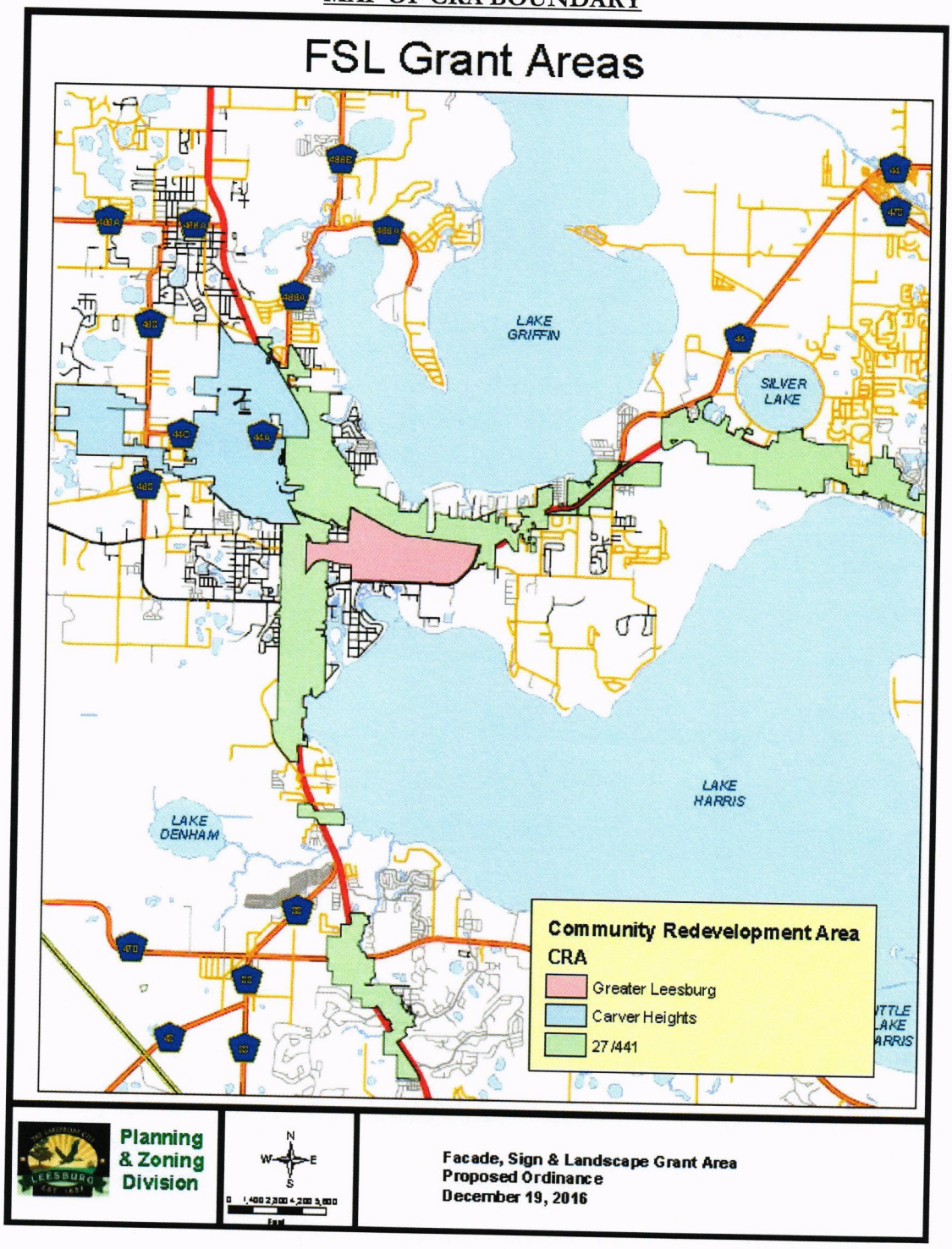
Action by CRA: _____

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





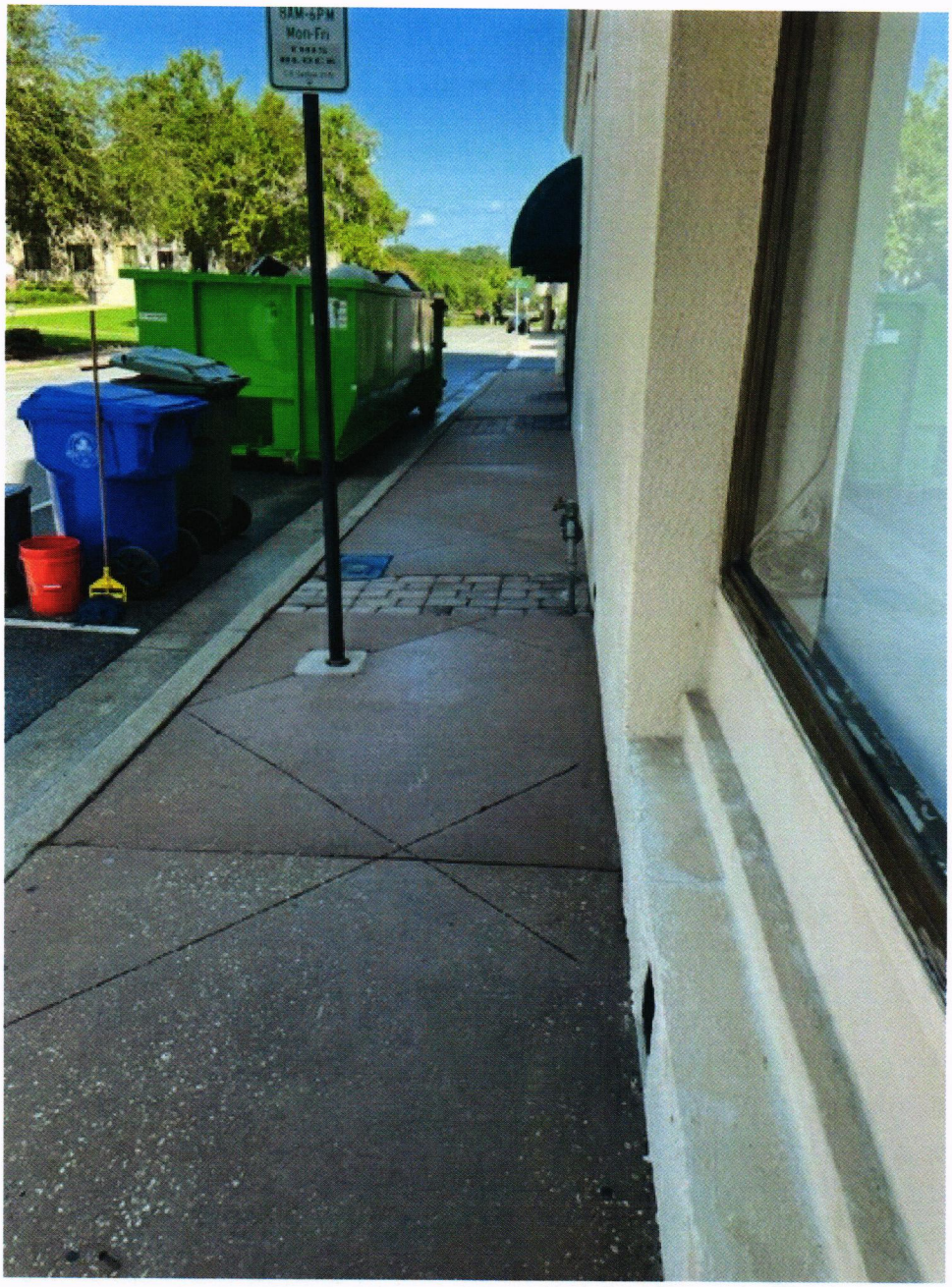












Sent from my iPhone

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

---

• 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

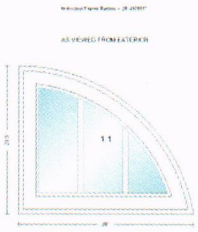
Unit 1.1: CLEAR GLS

*** 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

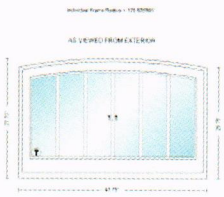
Unit 1.1: CLEAR GLS, TEMP GLS

*** 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.



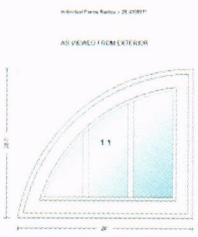
Scaled to Fit

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

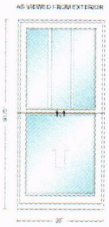
*** Lite Divisions ***
Unit 1.1: PDL, COLONIAL, 3W1H, 7/8" Bars, MILL FNSH INTRNL SPCRS, BVLD BARS - EXTERIOR, BVLD BARS - INTERIOR

*** 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

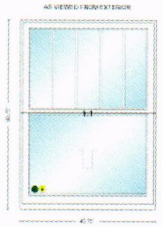
*** Hardware-Accessories ***
Unit 1.1: WHT HRDW, SIGNATURE LCK, CHARCOAL ALUM HALF SCRN, SCREEN(S) LOOSE

*** 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

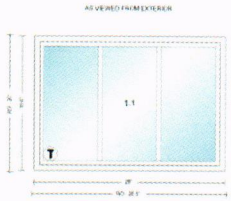
Unit 1.1: CLEAR GLS, TEMP GLS

*** 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

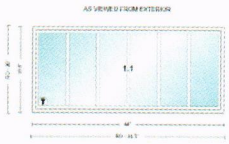
Unit 1.1: CLEAR GLS, TEMP GLS

*** 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

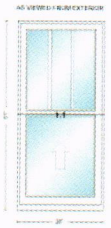
Rough Opening:
44 1/2" X 20"

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

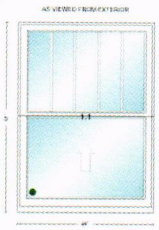
*** Hardware-Accessories ***
Unit 1.1: WHT HRDW, SIGNATURE LCK, CHARCOAL ALUM HALF SCRN, SCREEN(S) LOOSE

*** 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

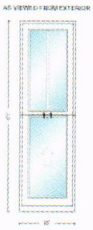
*** Hardware-Accessories ***
Unit 1.1: WHT HRDW, SIGNATURE LCK, CHARCOAL ALUM HALF SCRN, SCREEN(S) LOOSE

*** 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

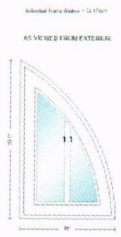
*** Hardware-Accessories ***
Unit 1.1: WHT HRDW, SIGNATURE LCK, CHARCOAL ALUM HALF SCRN, SCREEN(S) LOOSE

*** 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

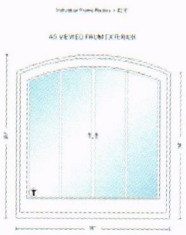
Unit 1.1: CLEAR GLS, TEMP GLS

*** 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.



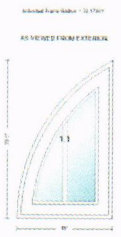
Scaled to Fit

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

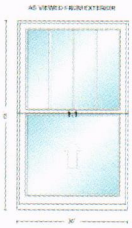
*** Lite Divisions ***
Unit 1.1: PDL, COLONIAL, 2W1H, 7/8" Bars, MILL FNSH INTRNL SPCRS, BVLD BARS - EXTERIOR, BVLD BARS - INTERIOR

*** 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

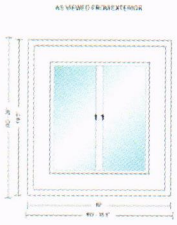
*** Glass ***
Unit 1.1: DL GLZD, SOLAR CONTROL LOW-E GLASS, MILL FNSH SPACER, GLS PRESRV W/O NT+ CTG, BVLD BD

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

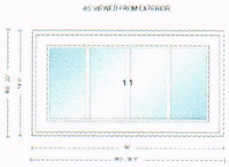
*** Glass ***
Unit 1.1: DL GLZD, SOLAR CONTROL LOW-E GLASS, MILL FNSH SPACER, GLS PRESRV W/O NT+ CTG, BVLD BD

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



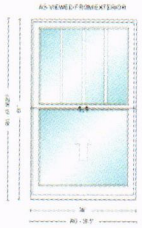
Scaled to Fit

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

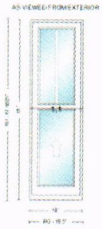
Unit 1.1 Upper: PDL, COLONIAL, 4W1H, 7/8" Bars, MILL FNSH INTRNL SPCRS, BVLD BARS - EXTERIOR, BVLD BARS - INTERIOR

*** 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

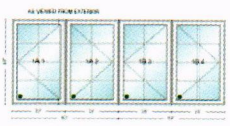
*** Species-Finish-Color ***
Unit 1.1: PINE SPECIES, 70% FLRPOLYMR EXT SASH, 70% FLRPOLYMR EXT FRAME, Match All Ext Colors, HRTFD GRN EXT, UNFINISHED INT SASH, UNFINISHED INT FRAME, WD WRAPPED JBLNR

*** 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)

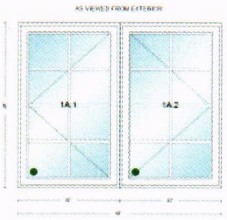
Ultra Rectangle Casement
Unit
Unit 1A.1: EXTRD SASH, CRANK OUT, LT HINGING, STEPPED STOP

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)

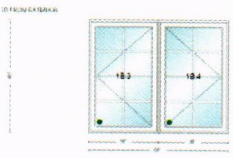
Ultra Rectangle Casement
Unit
Unit 1B.3: EXTRD SASH, CRANK OUT, LT HINGING, STEPPED STOP

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

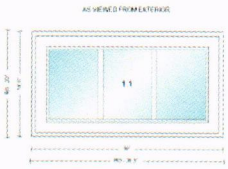
*** Glass ***
Unit 1.1: DL GLZD, SOLAR CONTROL LOW-E GLASS, MILL FNSH SPACER, GLS PRESRV W/O NT+ CTG, BVLD BD

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

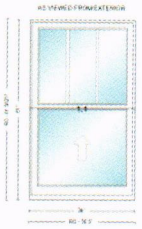
Rough Opening:
36 1/2" X 20"

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

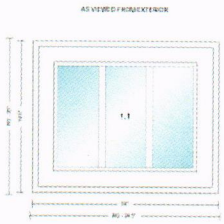
*** Glass ***
Unit 1.1: DL GLZD, SOLAR CONTROL LOW-E GLASS, MILL FNSH SPACER, GLS PRESRV W/O NT+ CTG, BVLD BD

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



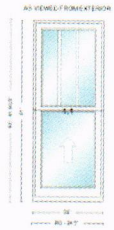
Scaled to Fit

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

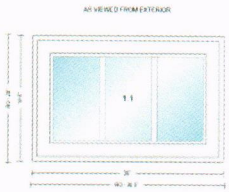
*** Glass ***
Unit 1.1: DL GLZD, SOLAR CONTROL LOW-E GLASS, MILL FNSH SPACER, GLS PRESRV W/O NT+ CTG, BVLD BD

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



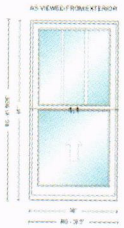
Scaled to Fit

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 28, 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 28th 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

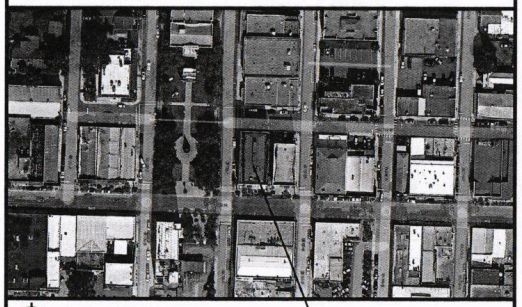
2020 FLORIDA BUILDING CODE (7TH EDITION): BUILDING
2020 FLORIDA BUILDING CODE (7TH EDITION): ACCESSIBILITY
2020 FLORIDA BUILDING CODE (7TH EDITION): ENERGY CONSERVATION
2020 FLORIDA BUILDING CODE (7TH EDITION): PLUMBING
2020 FLORIDA BUILDING CODE (7TH EDITION): MECHANICAL
2020 FLORIDA BUILDING CODE (7TH 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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– COVER

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A3.1 REFLECTED CEILING PLAN

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A5.1 INTERIOR ELEVATIONS & MILLWORK

A6.1 MISCELLANEOUS DETAILS
A6.2 MISCELLANEOUS DETAILS

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A7.2 PARTITION DETAILS

A8.1 DOOR AND FRAME TYPES, DETAILS AND OPENING SCHEDULES

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M1.0 MECHANICAL DEMOLITION FLOOR PLAN 1
M1.1 MECHANICAL DEMOLITION PLAN INTERMEDIATE FLOOR
M2.0 MECHANICAL RENOVATION FLOOR 1
M2.1 MECHANICAL RENOVATION INTERMEDIATE FLOOR
M2.2 MECHANICAL RENOVATION FLOOR 2
M5.0 MECHANICAL SCHEDULES AND DETAILS

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P1.1 PLUMBING DEMOLITION PLAN INTERMEDIATE FLOOR
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E0.0 ELECTRICAL LEGEND
E0.1 ELECTRICAL SPECIFICATIONS AND GENERAL NOTES
E1.1 FIRST FLOOR DEMOLITION ELECTRICAL
E1.2 INTERMEDIATE FLOOR DEMOLITION ELECTRICAL
E1.3 SECOND FLOOR DEMOLITION ELECTRICAL
E2.1 FIRST FLOOR RENOVATION ELECTRICAL
E2.2 INTERMEDIATE FLOOR RENOVATION ELECTRICAL
E2.3 SECOND FLOOR RENOVATION ELECTRICAL

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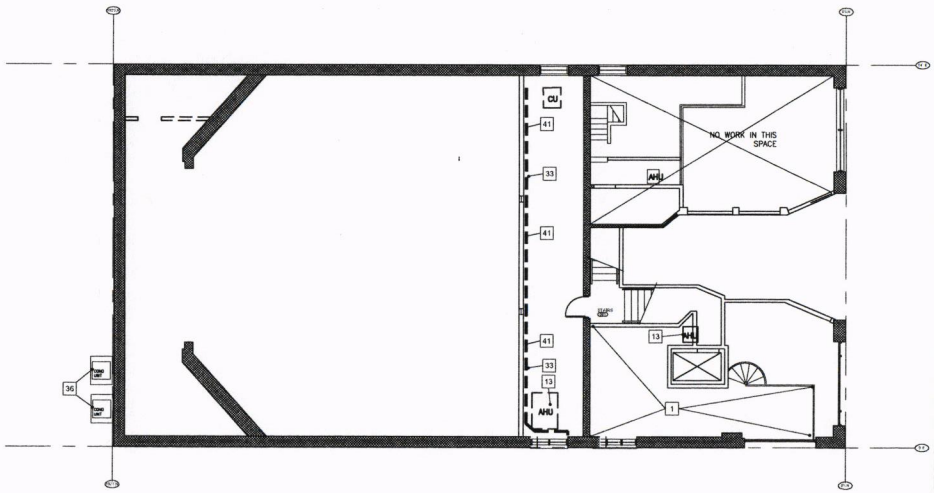
ISSUE DATE: 05.06.2022

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.

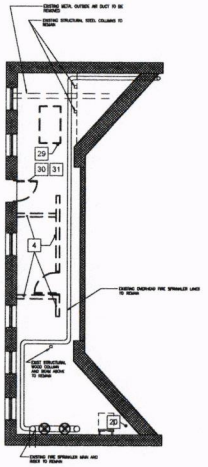
M. SPECIFIC NOTES ON THIS SHEET INDICATE ITEMS TO BE REMOVED AND ITEMS TO REMAIN. ITEMS NOTED ARE TO REMAIN UNLESS SPECIFICALLY INDICATED TO BE REMOVED.

N. WHERE CEILINGS OR WALLS ARE INDICATED TO BE REMOVED, REMOVE ALSO ALL RELATED CONSTRUCTION SUCH AS LIGHT FIXTURES, ELECTRIC OUTLETS, WIRING, PIPES, ETC.

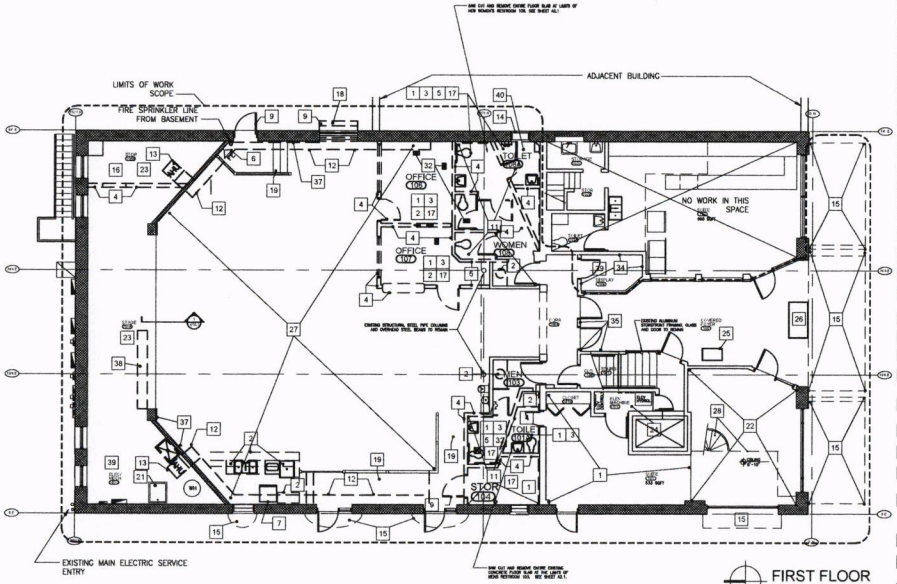
O. WHERE NEW GYPSUM BOARD IS INDICATED OVER EXISTING FRAMING, INSTALL NEW SUPPLEMENTAL BLOCKING AS REQUIRED TO SCREW ATTACH THE BOARD TO MEET CODE FASTENER REQUIREMENTS.

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"

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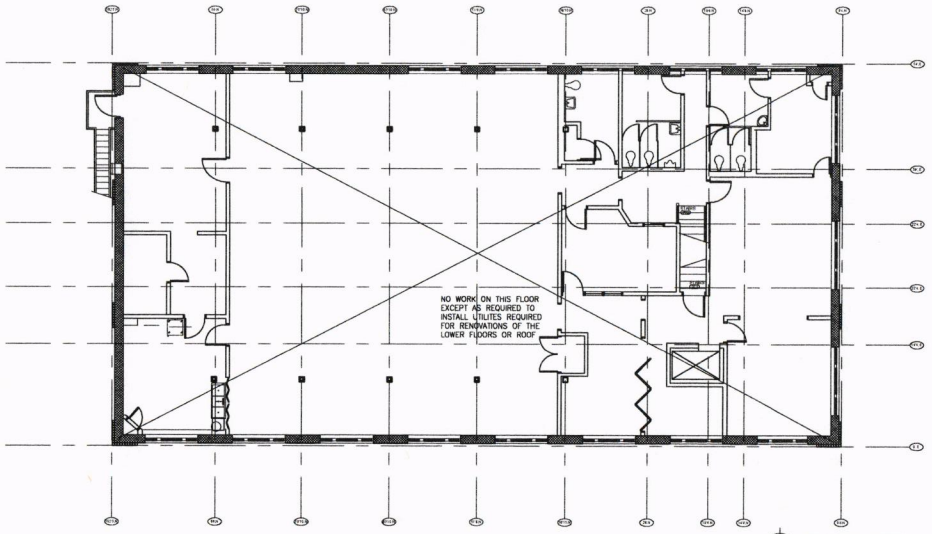
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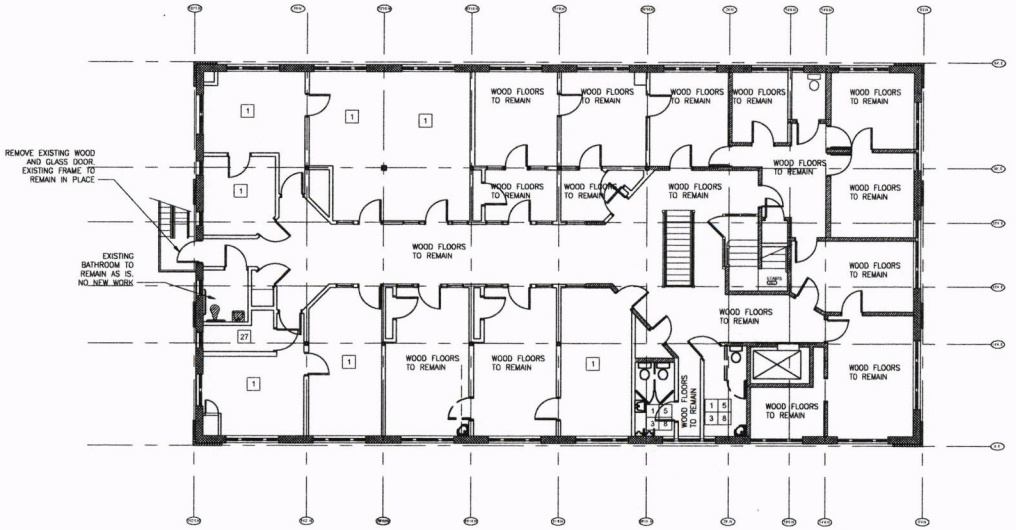
REVISIONS:

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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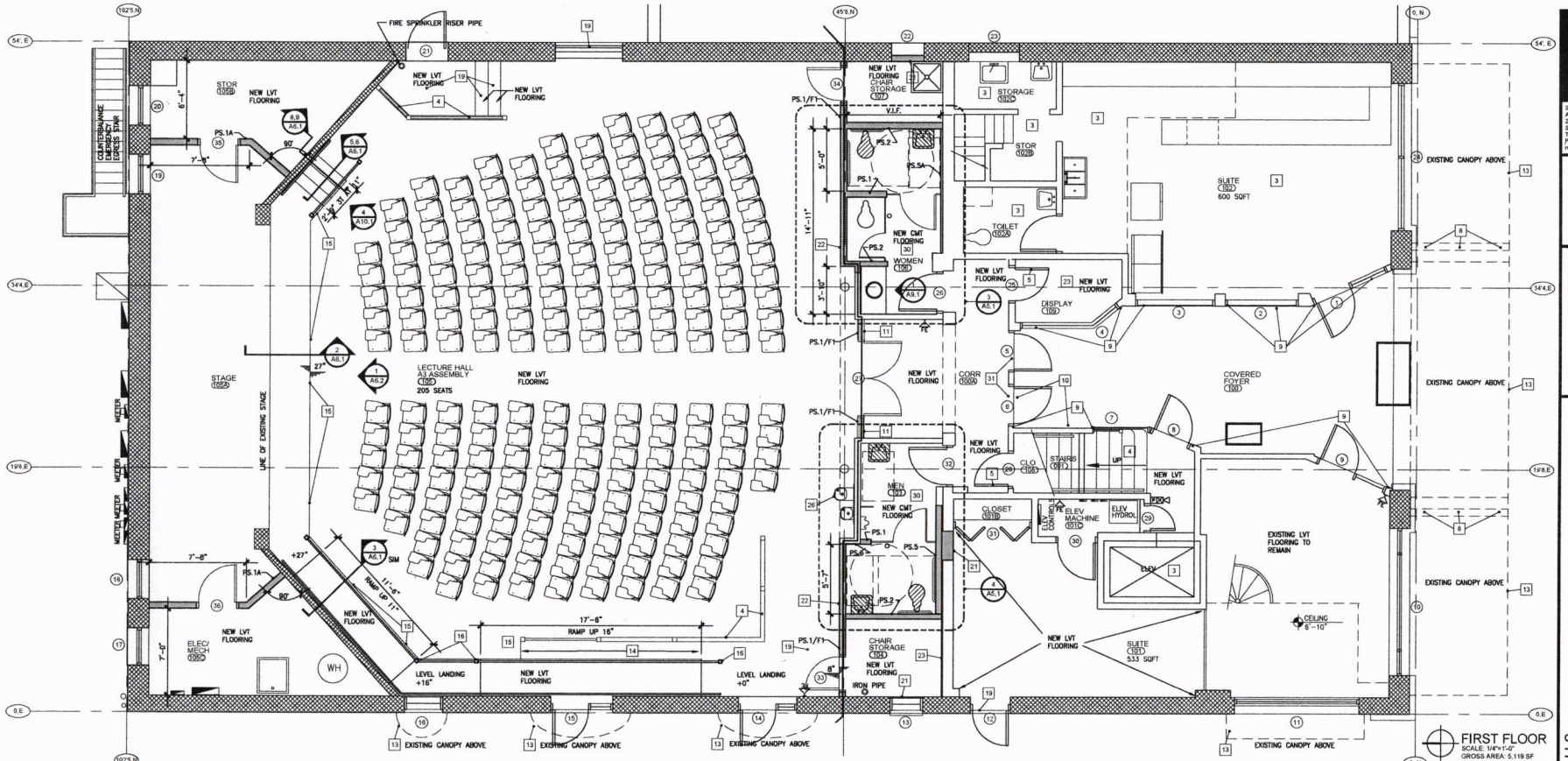
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05.06.2022

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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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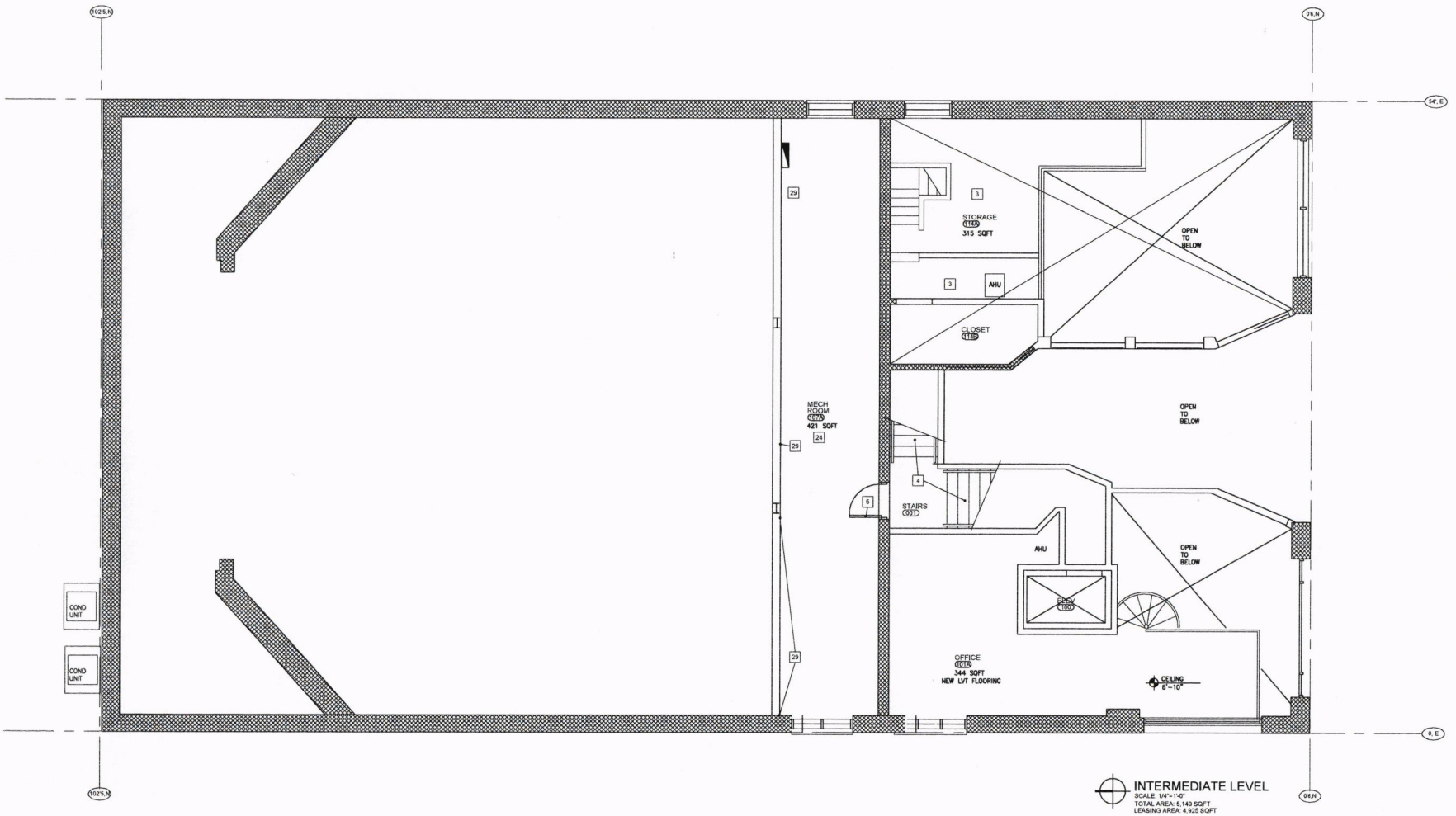
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DRAWN BY: CGMR/GC
REVISIONS:

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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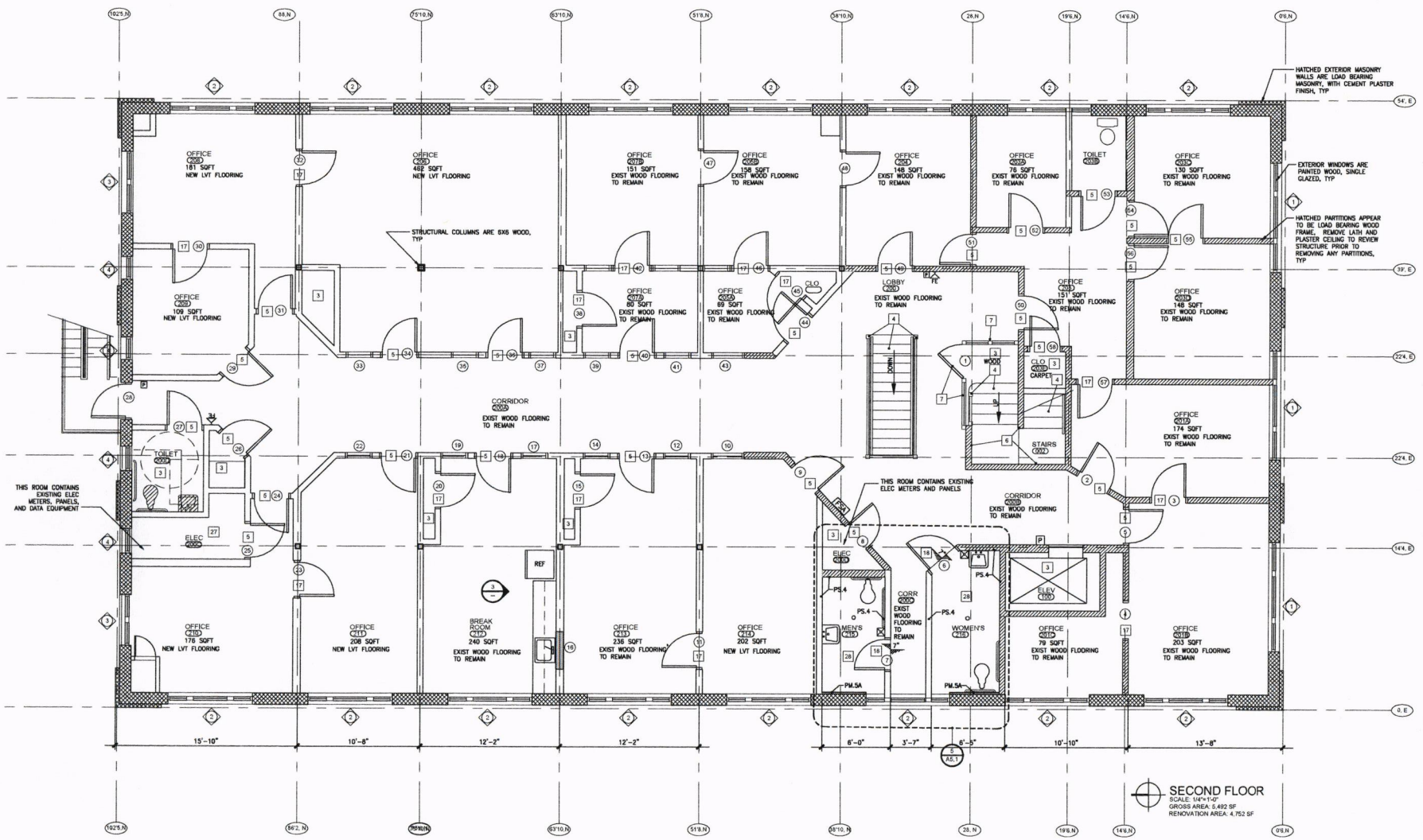
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REVISIONS:

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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PALACE RENOVATION

410 W Main Street, Leesburg, Florida, 34748

JOB NUMBER: 2204
ISSUE DATE: 05.06.2022
DRAWN BY: RCS

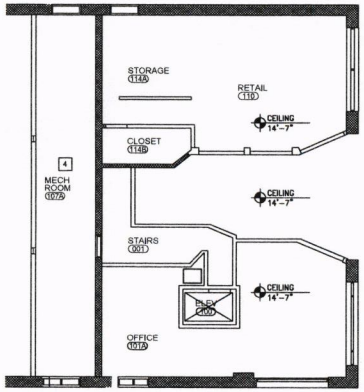
REVISIONS:

SHEET TITLE: SECOND FLOOR PLAN

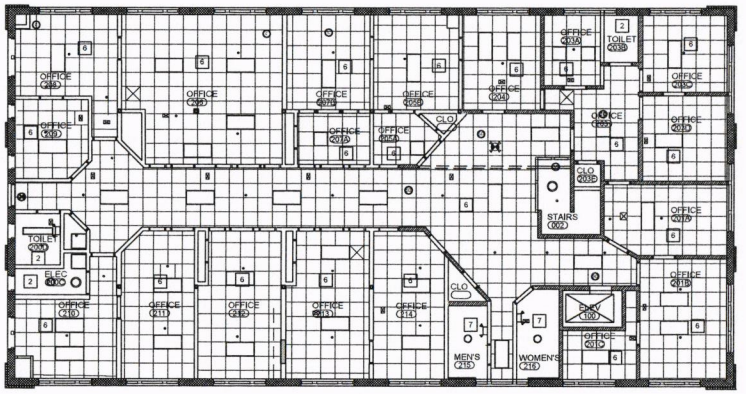
SHEET NUMBER: A2.3

BASEMENT PLAN
SCALE: 1/8"=1'-0"

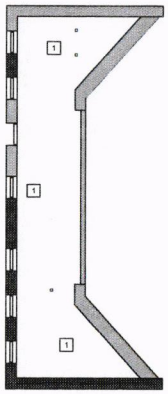
SHEET NUMBER: A2.4	SHEET TITLE: BASEMENT PLAN	REVISIONS	JOB NUMBER: 2204 ISSUE DATE: 05.06.2022 DRAWN BY: KG3	Palace Partner LLC **PALACE RENOVATION** 410 W Main Street, Leesburg, Florida, 34748			SHAUER ARCHITECTURE, AA AR 14001 Kevin Shauer Suite 15 Bay to Bay Blvd. Tampa, Florida 33629 813.839.3323 ks@shauerarchitecture.net



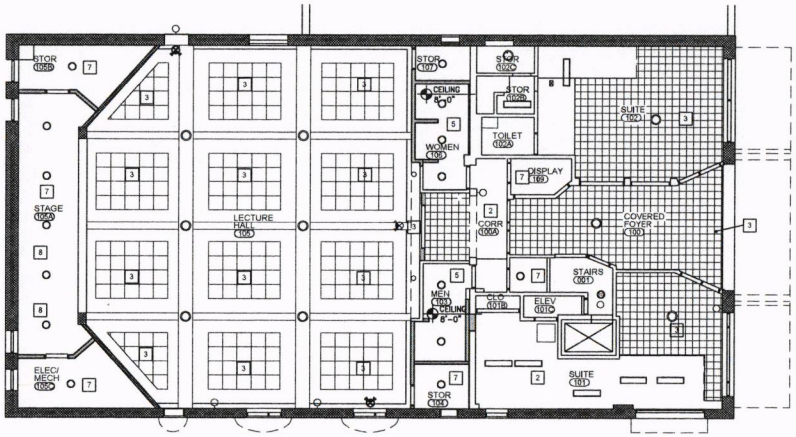
INTERMEDIATE LANDING
REFLECTED CEILING PLAN
SCALE: 1/8"=1'-0"



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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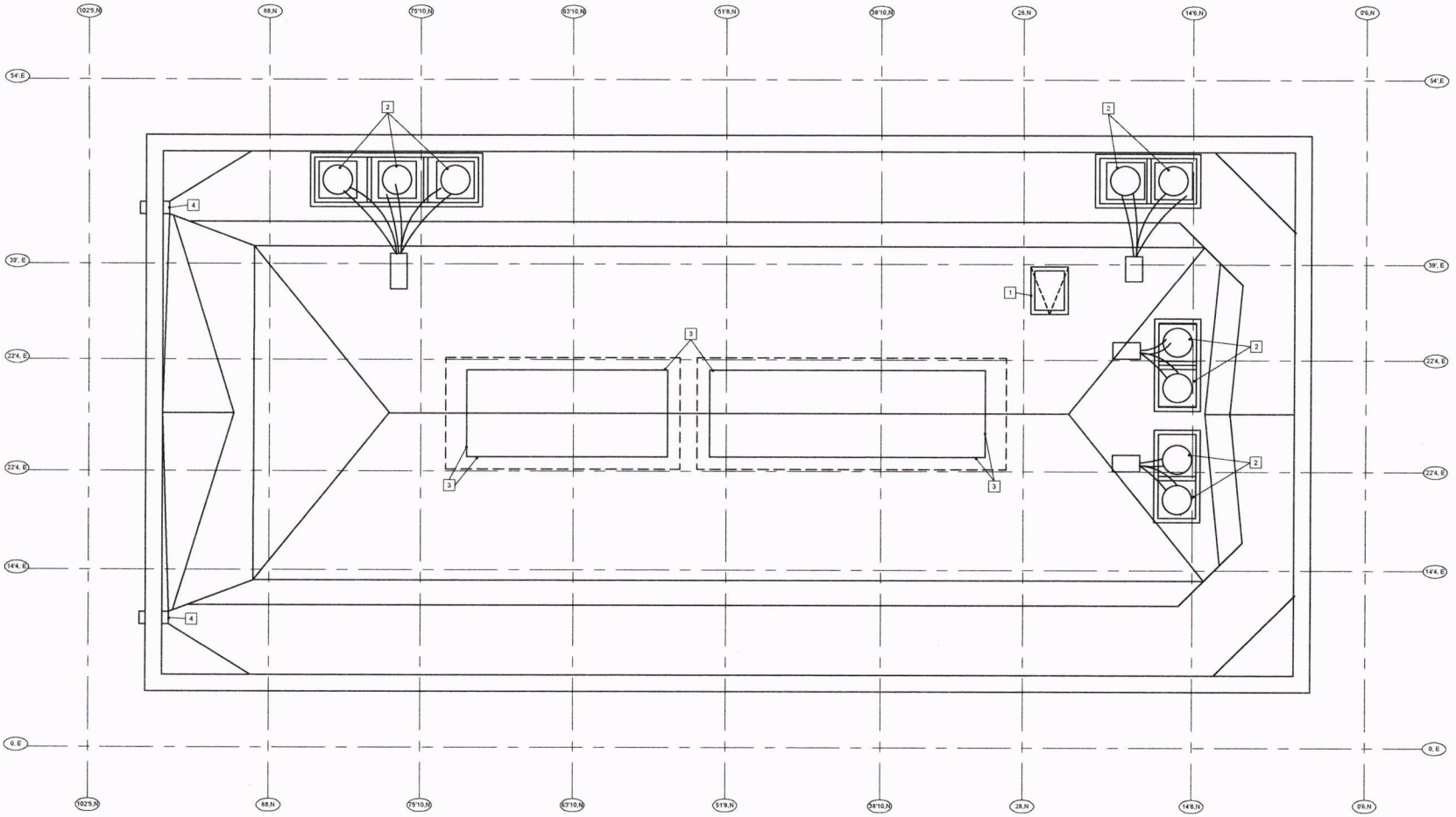
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410 W Main Street, Leesburg, Florida, 34748

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REVISIONS:

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.

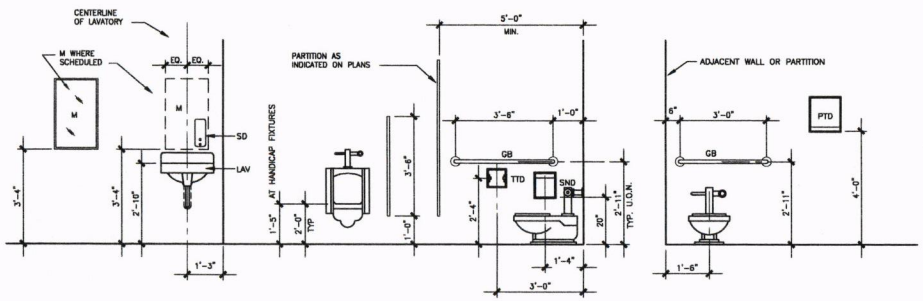
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REVISIONS:

SHEET TITLE: ROOF PLAN

SHEET NUMBER A4.1



TYPICAL TOILET ROOM ELEVATIONS
1/2" = 1'-0"

MILLWORK ABBREVIATIONS:

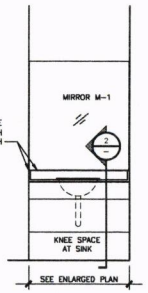
PL-1: PLASTIC LAMINATE;
SS-1: SOLID SURFACE; HANEX – WHITE F1-8016

TOILET ACCESSORY LEGEND

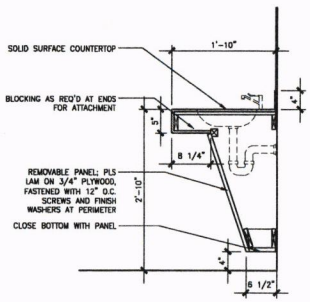
FD	FLOOR DRAIN, SEE PLUMBING DWGS
GB-1	GRAB BAR 42"
GB-2	GRAB BAR 36"
M-1	MIRROR (48" H. X WALL TO WALL)
M-2	MIRROR, 18"W X 36"
M-3	MIRROR, 24X60
RH	ROBE HOOK
MH	MOP HOLDER WITH SHELF
PTD	PAPER TOWEL DISPENSER (BY OWNER)
TPD	TOILET PAPER DISPENSER (BY OWNER)

GENERAL NOTES:

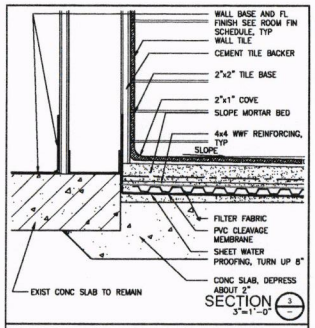
A. EXPOSED MILLWORK FINISH IS PL-1 UNLESS OTHERWISE NOTED.
B. SOLID SURFACE IS SS-1, UNLESS OTHERWISE NOTED.
C. PROVIDE REINFORCEMENT IN WALLS AT GRAB BARS, AND OTHER ACCESSORIES



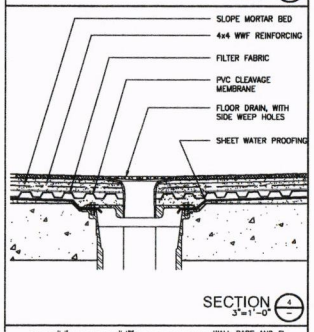
1 ELEVATION
1/2" = 1'-0"



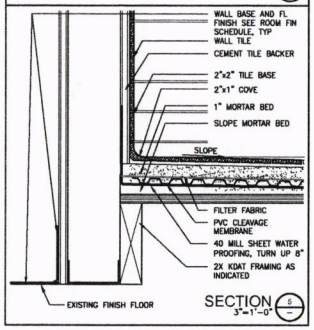
2 SECTION
1" = 1'-0"



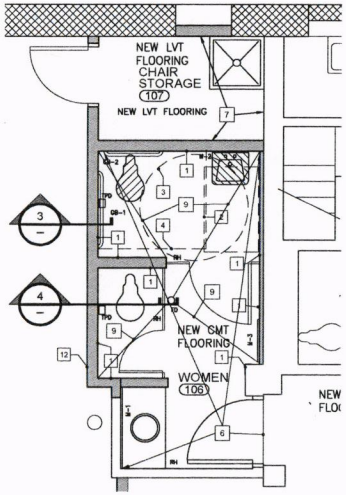
SECTION 3
3"=1'-0"



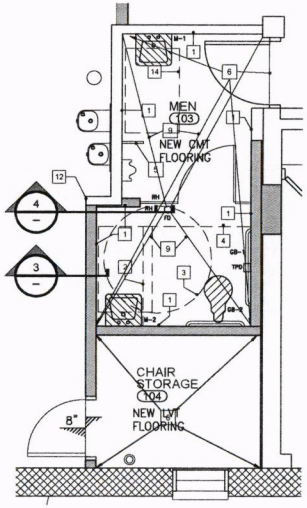
SECTION 4
3"=1'-0"



SECTION 5
3"=1'-0"



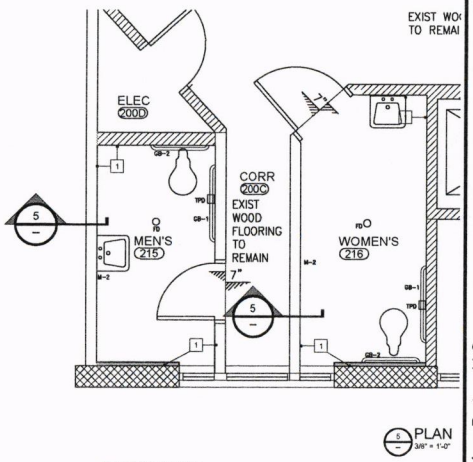
3 PLAN, ROOM 106, 107
3/8" = 1'-0"



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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PALACE RENOVATION

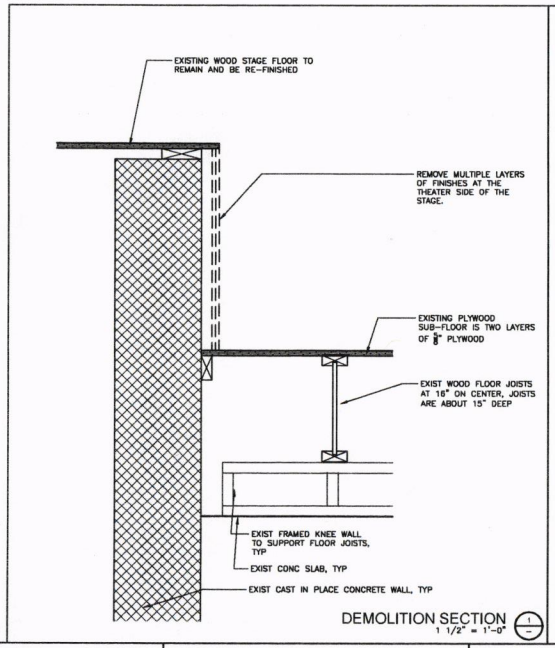
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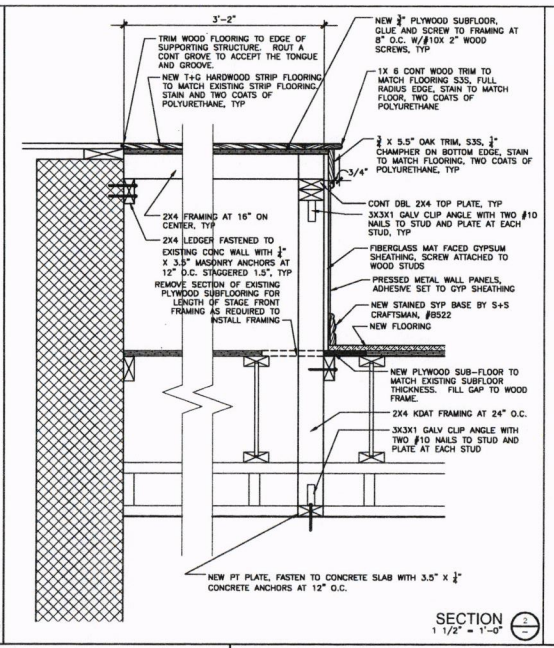
REVISIONS:

SHEET TITLE: INTERIOR ELEVATIONS & MILLWORK

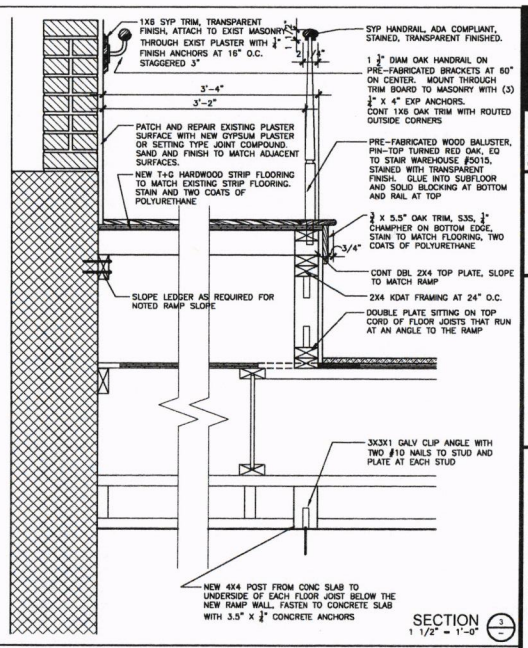
SHEET NUMBER
A5.1



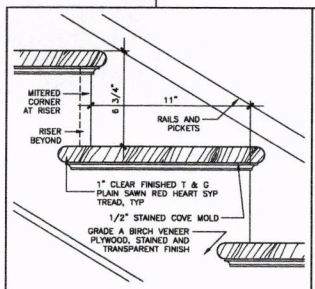
DEMOLITION SECTION 1
1 1/2" = 1'-0"



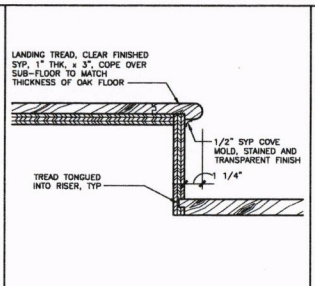
SECTION 2
1 1/2" = 1'-0"



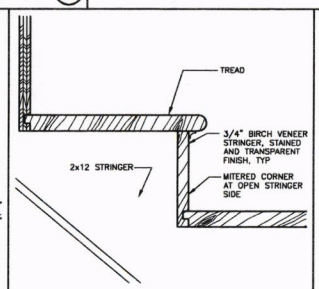
SECTION 3
1 1/2" = 1'-0"



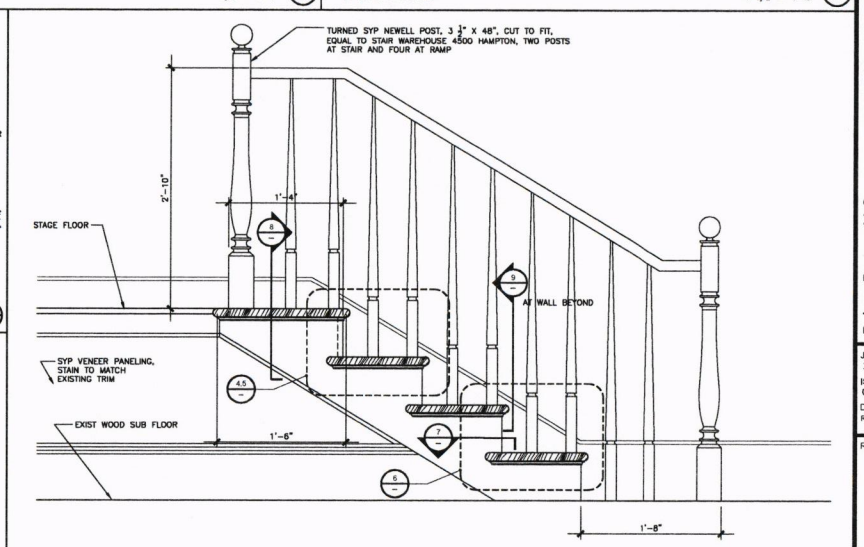
ELEVATION 4
3"=1'-0"



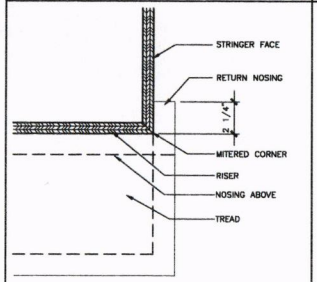
SECTION 5
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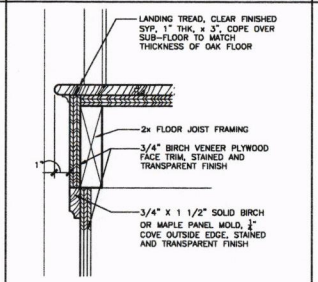
SECTION 6
3"=1'-0"



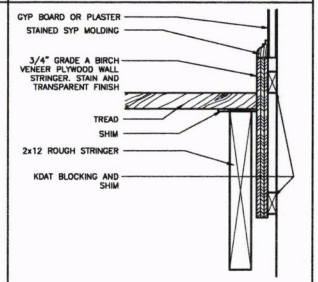
SECTION 10
1 1/2" = 1'-0"



PLAN 7
3"=1'-0"



SECTION 8
3"=1'-0"



SECTION 9
3"=1'-0"

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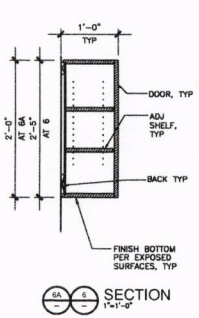
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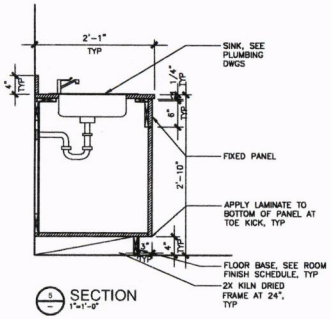
REVISIONS:

SHEET TITLE: MISCELLANEOUS DETAILS

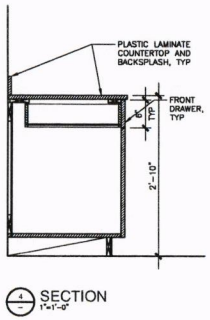
SHEET NUMBER A6.1



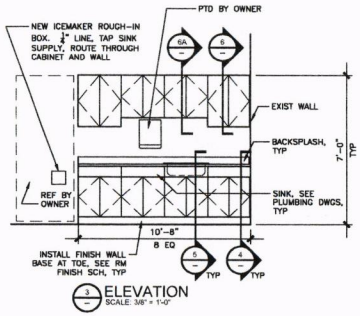
6A / — 6 / — SECTION
1"=1'-0"



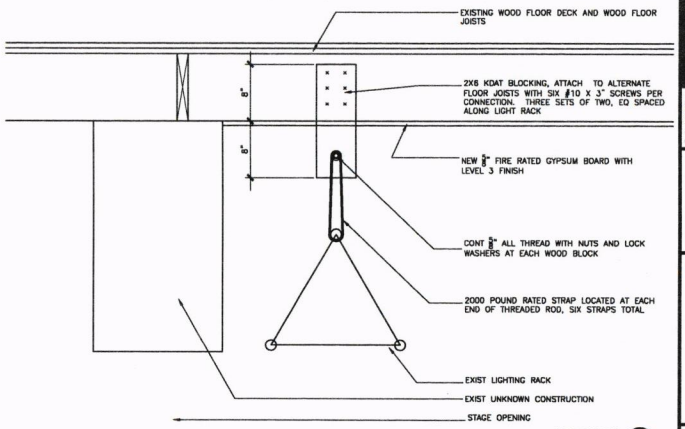
5 / — SECTION
1"=1'-0"



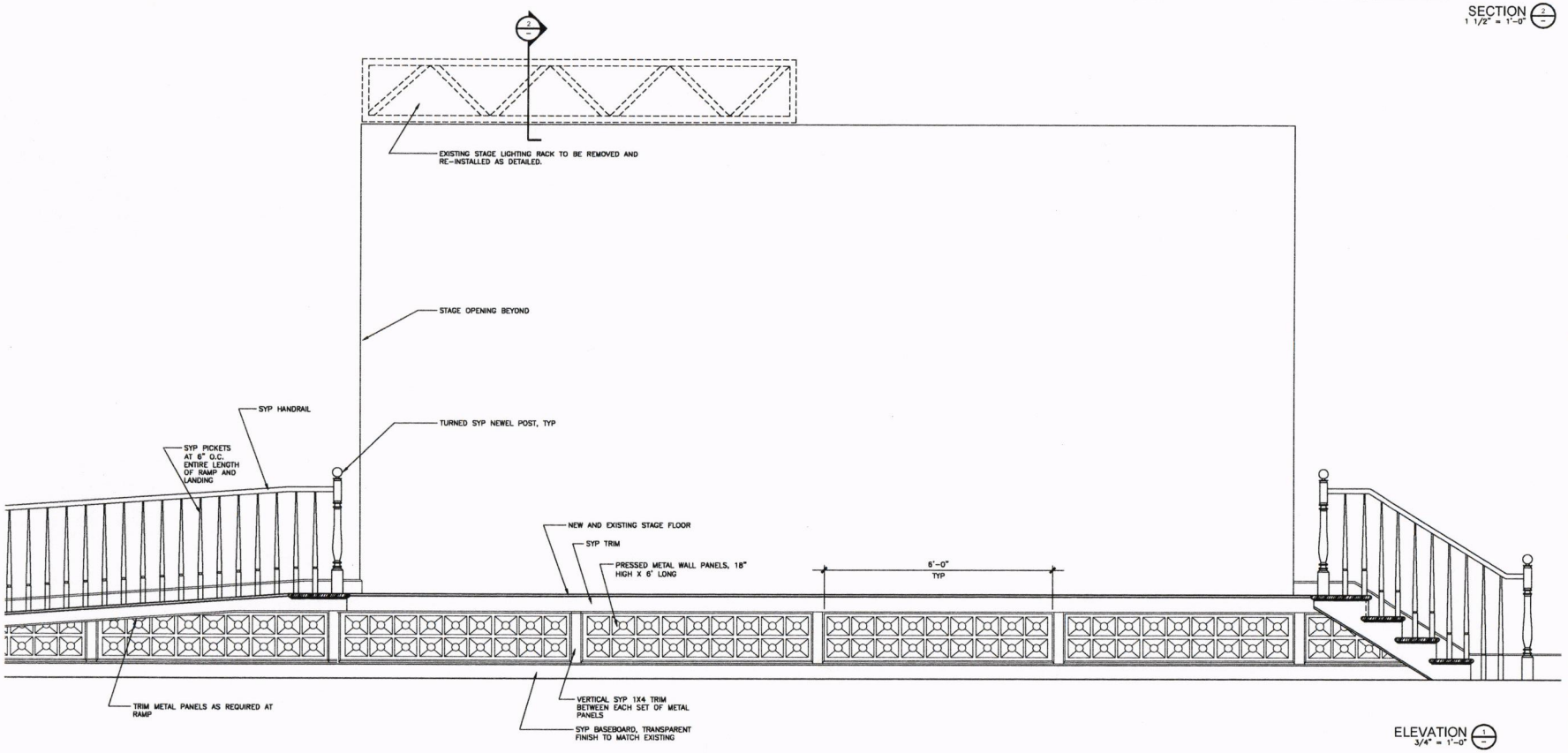
4 / — SECTION
1"=1'-0"



3 / — ELEVATION
SCALE: 3/8" = 1'-0"



SECTION 2 / —
1 1/2" = 1'-0"



ELEVATION 1 / —
3/4" = 1'-0"

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JOB NUMBER: 2204

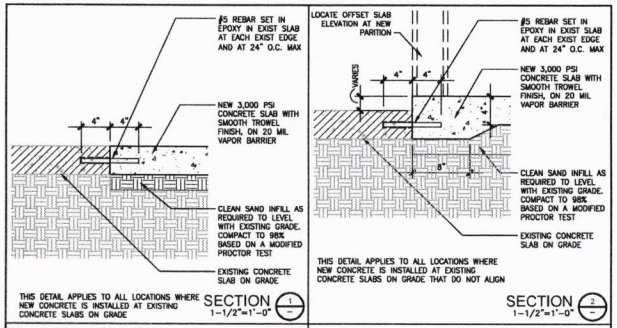
ISSUE DATE: 05.06.2022

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REVISIONS:

SHEET TITLE: MISCELLANEOUS DETAILS

SHEET NUMBER A6.2



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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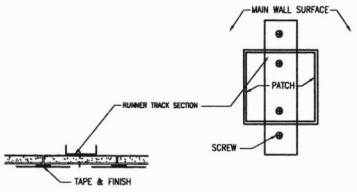
ISSUE DATE: 05.06.2022

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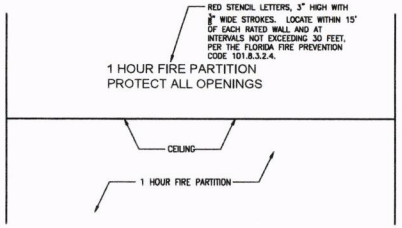
REVISIONS:

SHEET TITLE: PARTITION TYPES

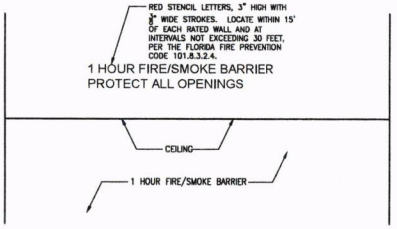
SHEET NUMBER A7.1



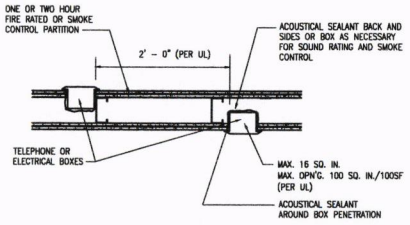
SECTION
FLUSH PATCH - SMALL



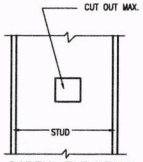
ABOVE CEILING FIRE PARTITION SIGNS
PROVIDE AT ALL PARTITIONS INDICATED TO BE
FIRE/SMOKE BARRIERS



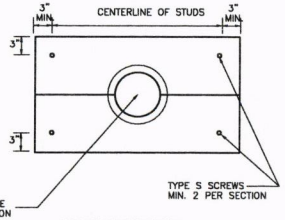
ABOVE CEILING FIRE/SMOKE BARRIER SIGNS
PROVIDE AT ALL PARTITIONS INDICATED TO BE
FIRE/SMOKE BARRIERS



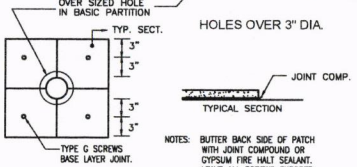
RATED PARTITION - ADJACENT ELECTRICAL BOXES



PARTIAL ELEVATION

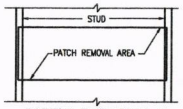


HOLES OVER 3" DIA.

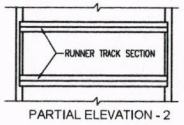


HOLES UP TO 3" DIA.

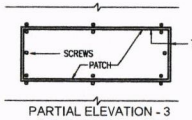
BLOW-OUT PATCH AT PENETRATIONS



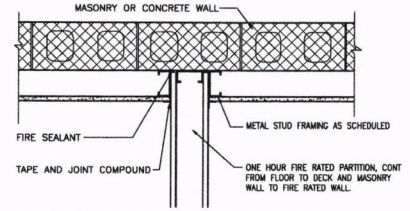
PARTIAL ELEVATION - 1



PARTIAL ELEVATION - 2



PARTIAL ELEVATION - 3
FLUSH PATCH - LARGE

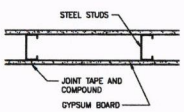


RATED PARTITION INTERSECTION AT MASONRY

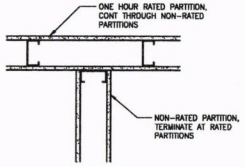
WALLBOARD PROTECTION ON EACH SIDE OF WALL

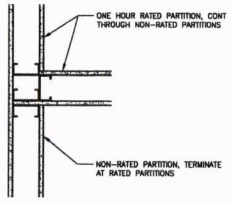
RATING	MIN. STUD DEPTH	NO. OF LAYERS AND THICKNESS
1	3-1/2	1 LAYER, 5/8 IN. THICK
1	1-5/8	1 LAYER, 3/4 IN. THICK
2	1-5/8	2 LAYERS, 5/8 IN. THICK

DESIGN NO. UL-U419



RATED PARTITION OR WALL PRIORITY LEGEND





ONE HOUR TO NON-RATED

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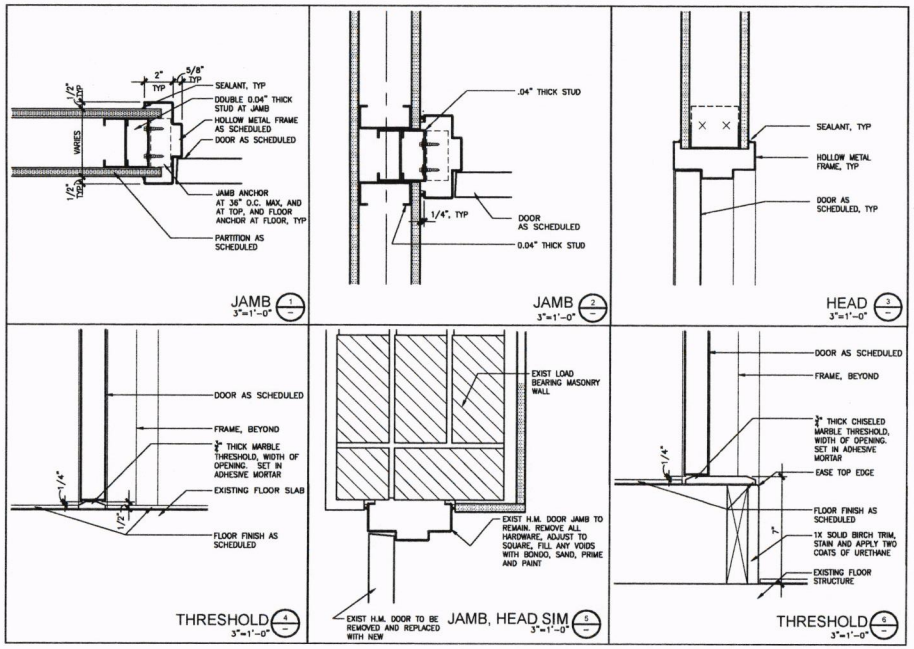
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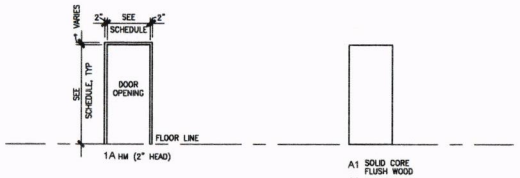
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REVISIONS:

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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DRAWN BY: RCS

REVISIONS:

SHEET TITLE: DOOR & FRAME TYPES, DETAILS, AND OPENING SCHEDULES

SHEET NUMBER A8.1

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 INITIATION 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(IES) POLICIES, ROOF BONDING (WHEN APPLICABLE), ETC. BEFORE ANY ROOFING WORK IS COMPLETED, REMOVE ALL EXISTING ROOF EQUIPMENT &UPPORTS 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, WALL/CAPS, 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 1-1-2018, 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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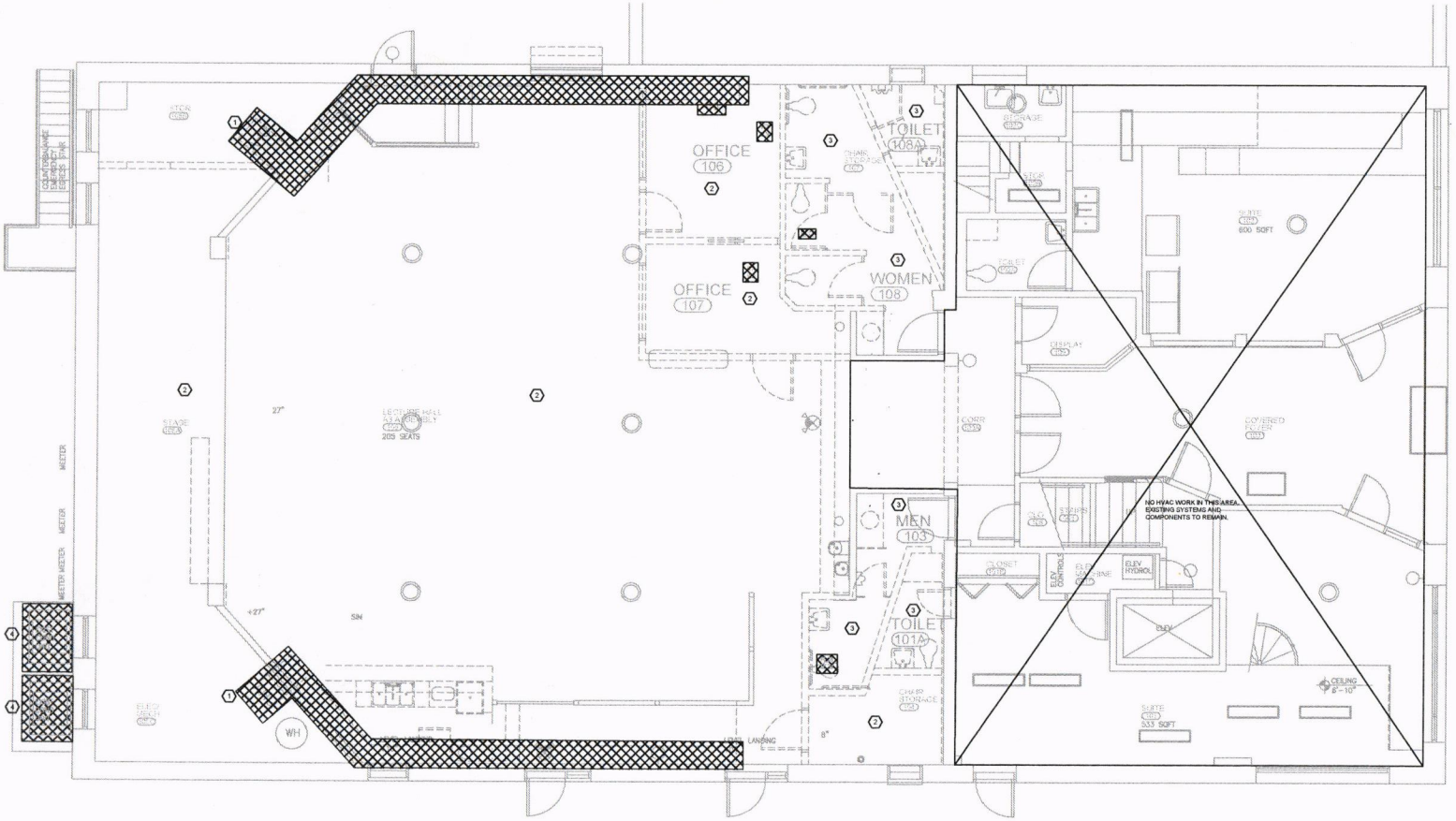
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REVISIONS:

SHEET TITLE: MECHANICAL GENERAL NOTES

SHEET NUMBER: M0.0



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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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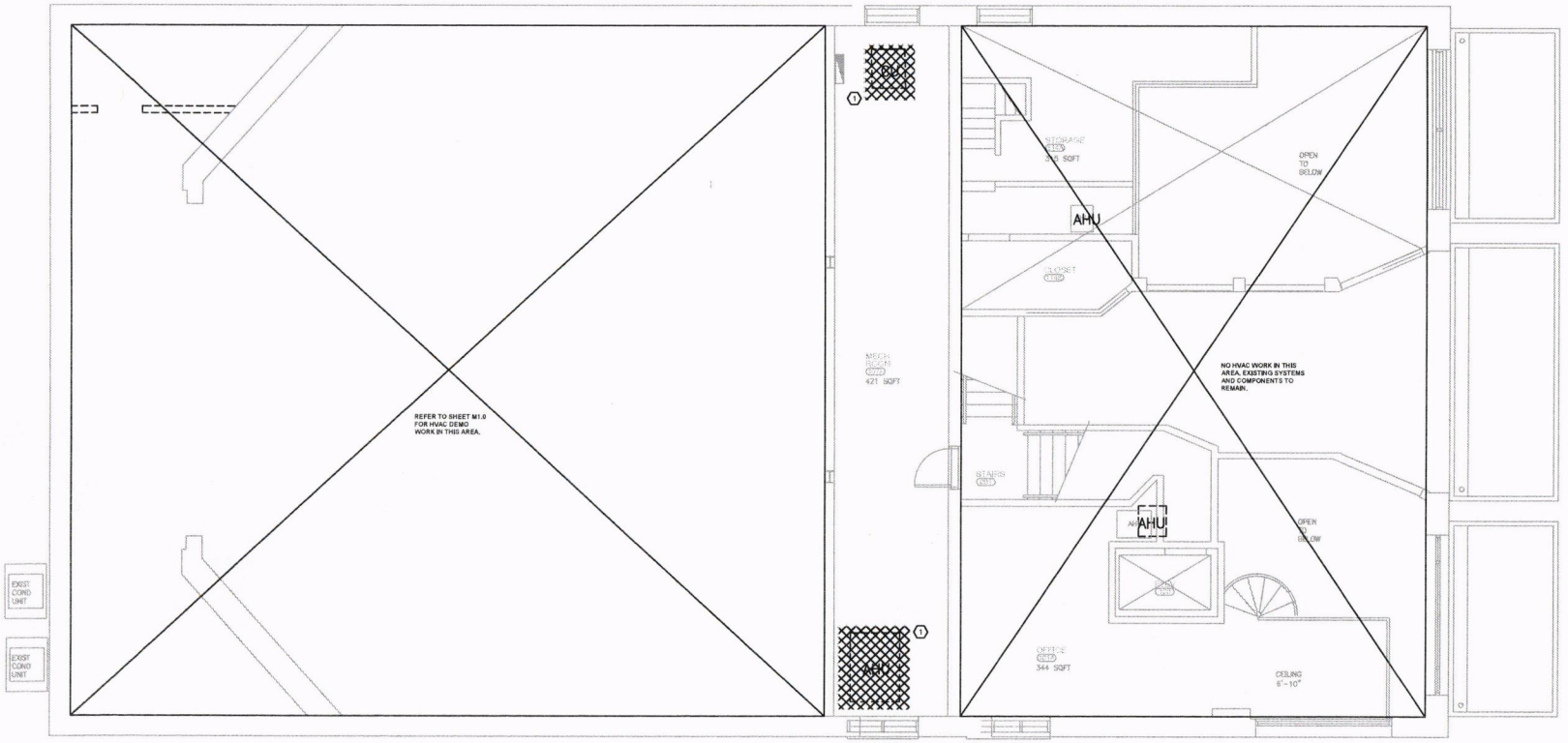
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REVISIONS:

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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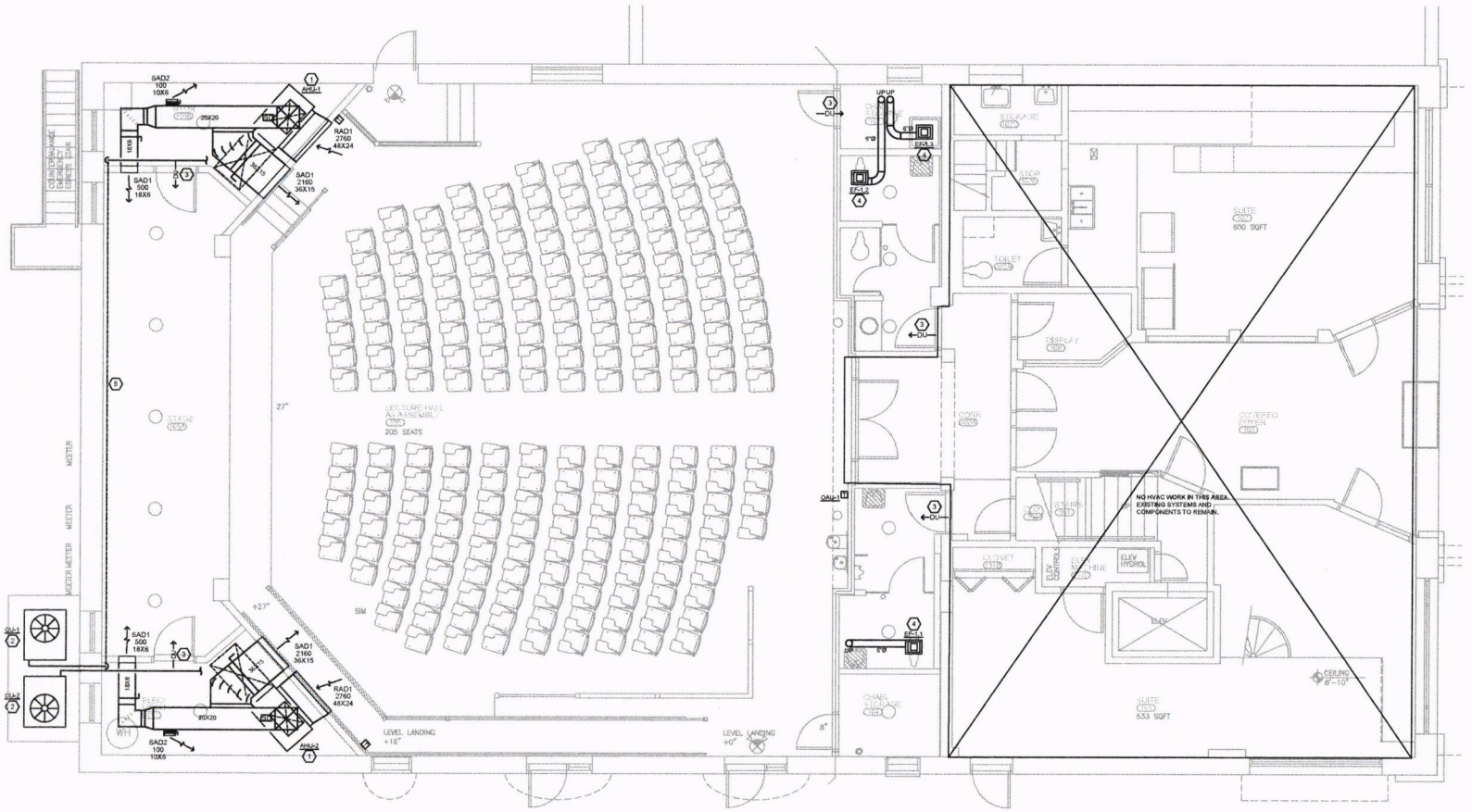
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REVISIONS:

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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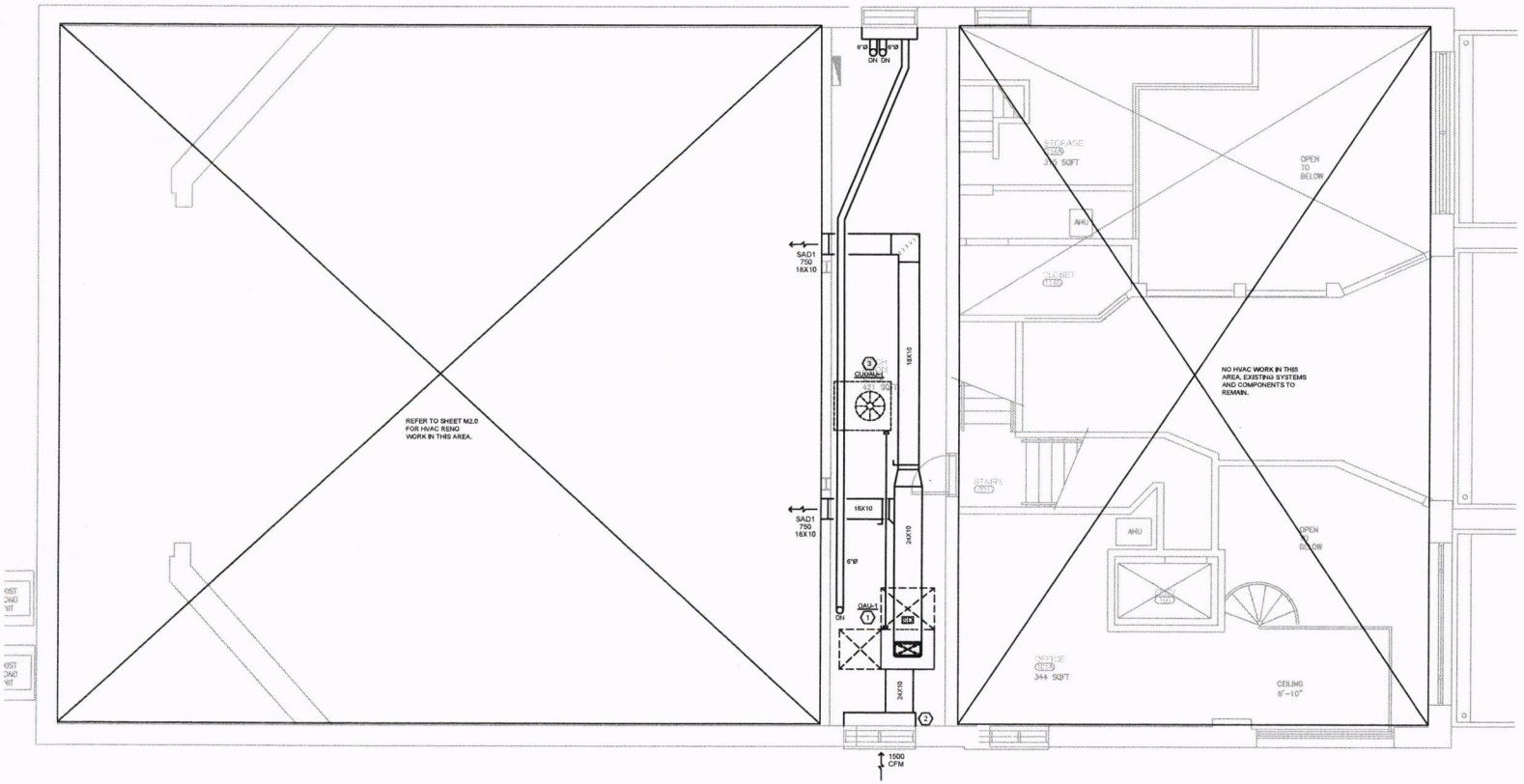
ISSUE DATE:
05.06.2022

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MC/MAC

REVISIONS:

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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Palace Partner LLC

PALACE RENOVATION

410 W Main Street, Leesburg, Florida, 34748

JOB NUMBER:
2204

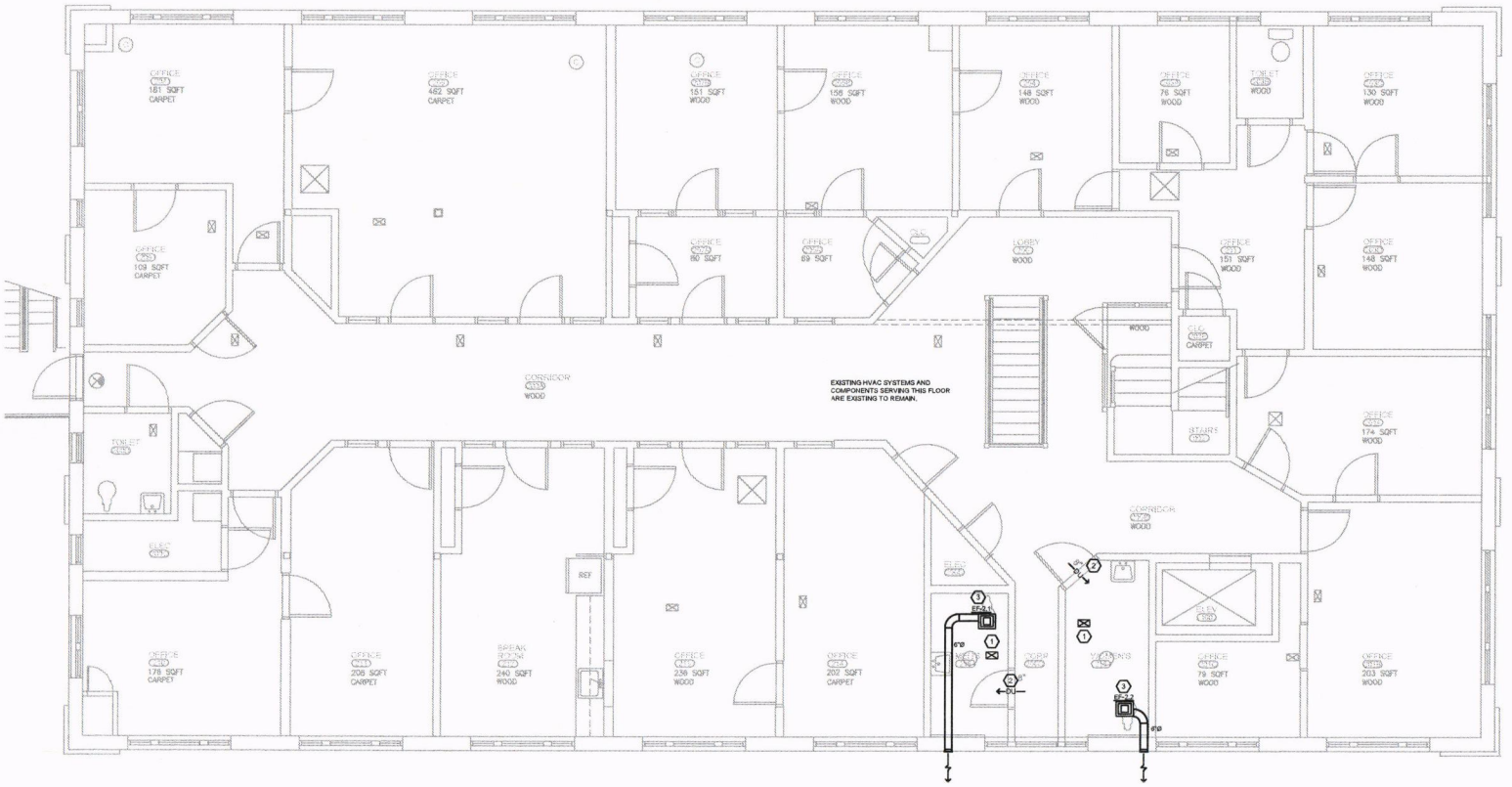
ISSUE DATE:
05.06.2022

DRAWN BY:
MC/MAC

REVISIONS:

SHEET TITLE:
MECHANICAL RENOVATION INTERMEDIATE FLOOR

SHEET NUMBER
M2.1



N

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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EMERALD ENGINEERING INC

Palace Partner LLC

PALACE RENOVATION

410 W Main Street, Leesburg, Florida, 34748

JOB NUMBER: 2204

ISSUE DATE: 05.06.2022

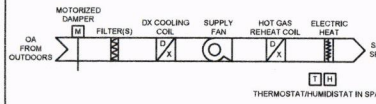
DRAWN BY: MC/MAC

REVISIONS:

SHEET TITLE: MECHANICAL RENOVATION FLOOR 2

SHEET NUMBER: M2.2

OAU CONTROL DIAGRAM



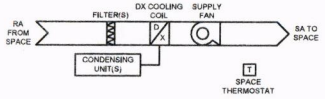
SEQUENCE OF OPERATIONS

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

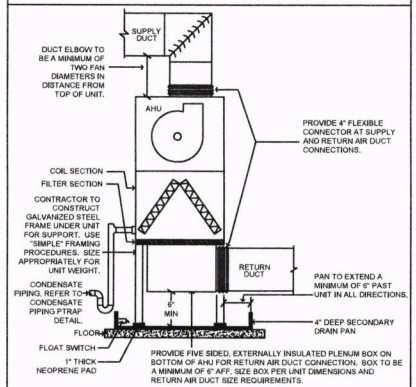
A. HVAC CONTROLS TO BE STANDALONE TYPE, PREPROGRAMMED BY MANUFACTURER.

B. PROVIDE A 24 HOUR / 7 DAY A WEEK PROGRAMMABLE THERMOSTAT.

C. THE THERMOSTAT SHALL BE SET IN THE "AUTO FAN" POSITION.

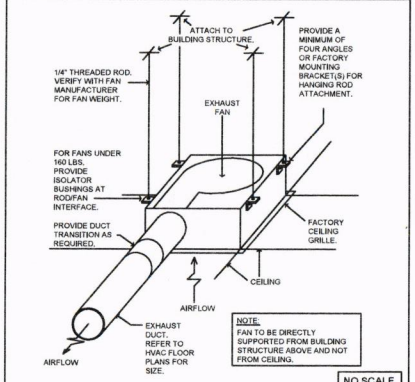
D. IN THE COOLING MODE, THE COMPRESSOR(S) SHALL BE CYCLED AS REQUIRED TO MAINTAIN A SPACE TEMPERATURE SET POINT OF 75 DEGREES F AS SENSED AND ADJUSTED BY THE WALL MOUNTED THERMOSTAT.

AIR HANDLING UNIT SUPPORT



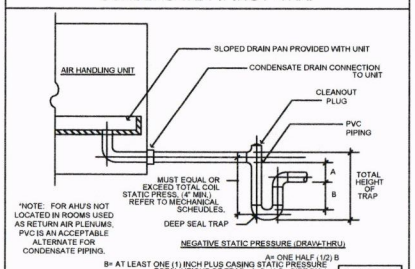
NO SCALE

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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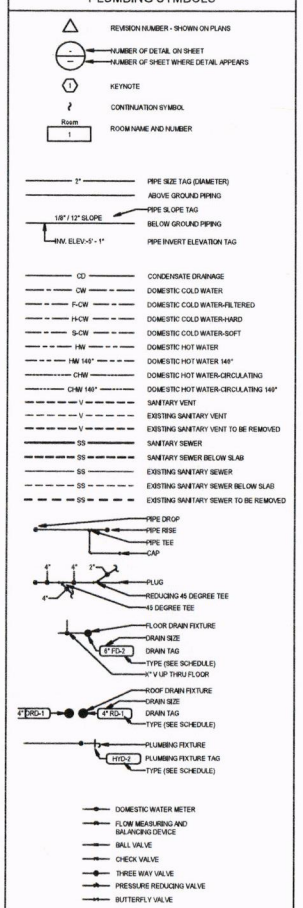
SHEET TITLE: MECHANICAL SCHEDULES AND DETAILS

SHEET NUMBER: M5.0

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
DWP	DOMESTIC WATER BOOSTER PUMP
DWG	DRAWING
EA	EACH
ELEC	ELECTRICAL
ELEV	ELEVATION
EQ	EQUAL
EQUIP	EQUIPMENT
EXIST	EXISTING
EXP	EXPANSION
EXP JT	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
PLMB	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



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 MATERIAL IS 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, ROODING 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 SURROUND 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; 0" FOR 0" 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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PALACE RENOVATION

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JOB NUMBER: 2204

ISSUE DATE: 05.06.2022

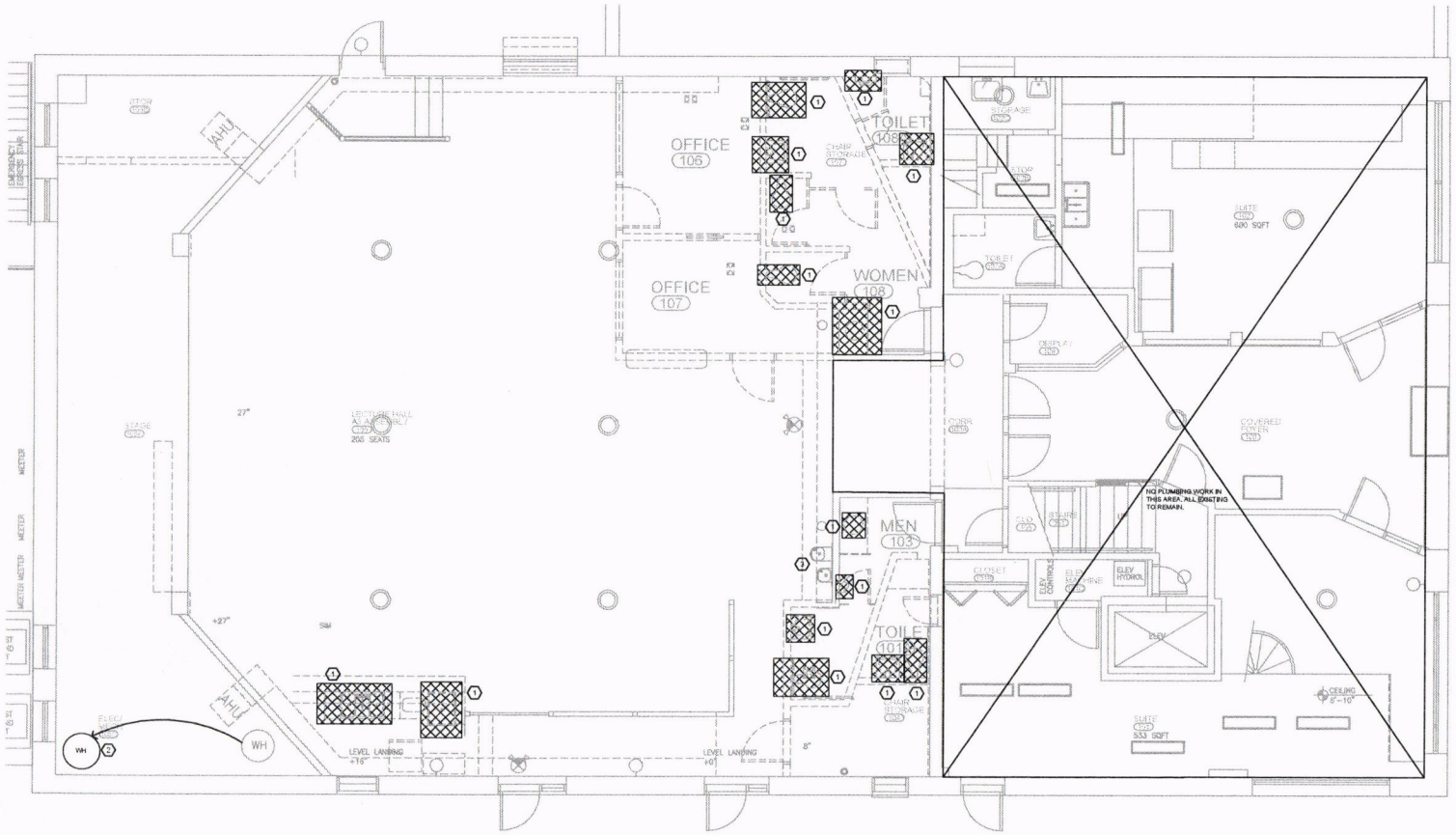
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REVISIONS:

SHEET TITLE: PLUMBING GENERAL NOTES

SHEET NUMBER: P0.0

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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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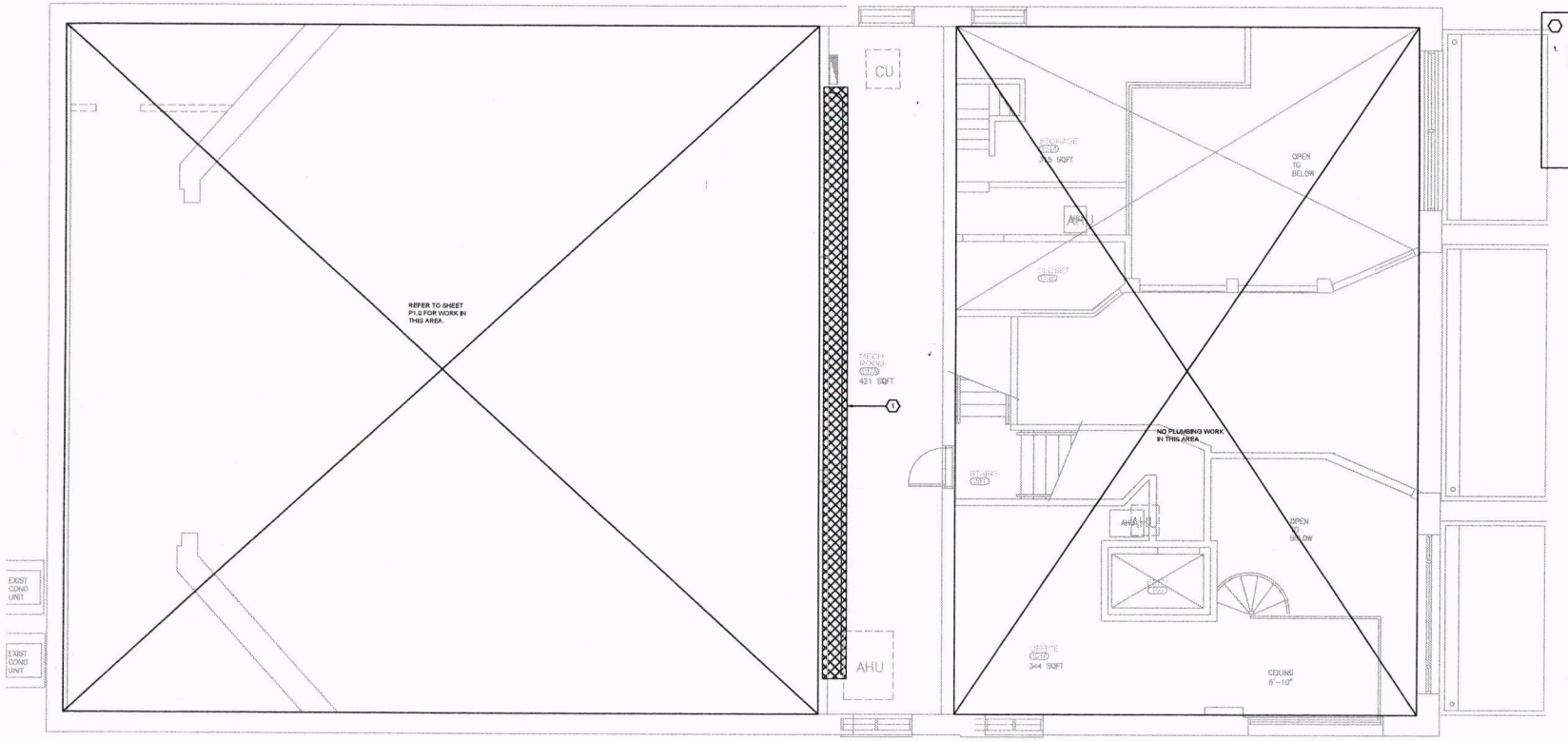
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REVISIONS:

SHEET TITLE:
PLUMBING DEMO PLAN FLOOR 1

SHEET NUMBER
P1.0



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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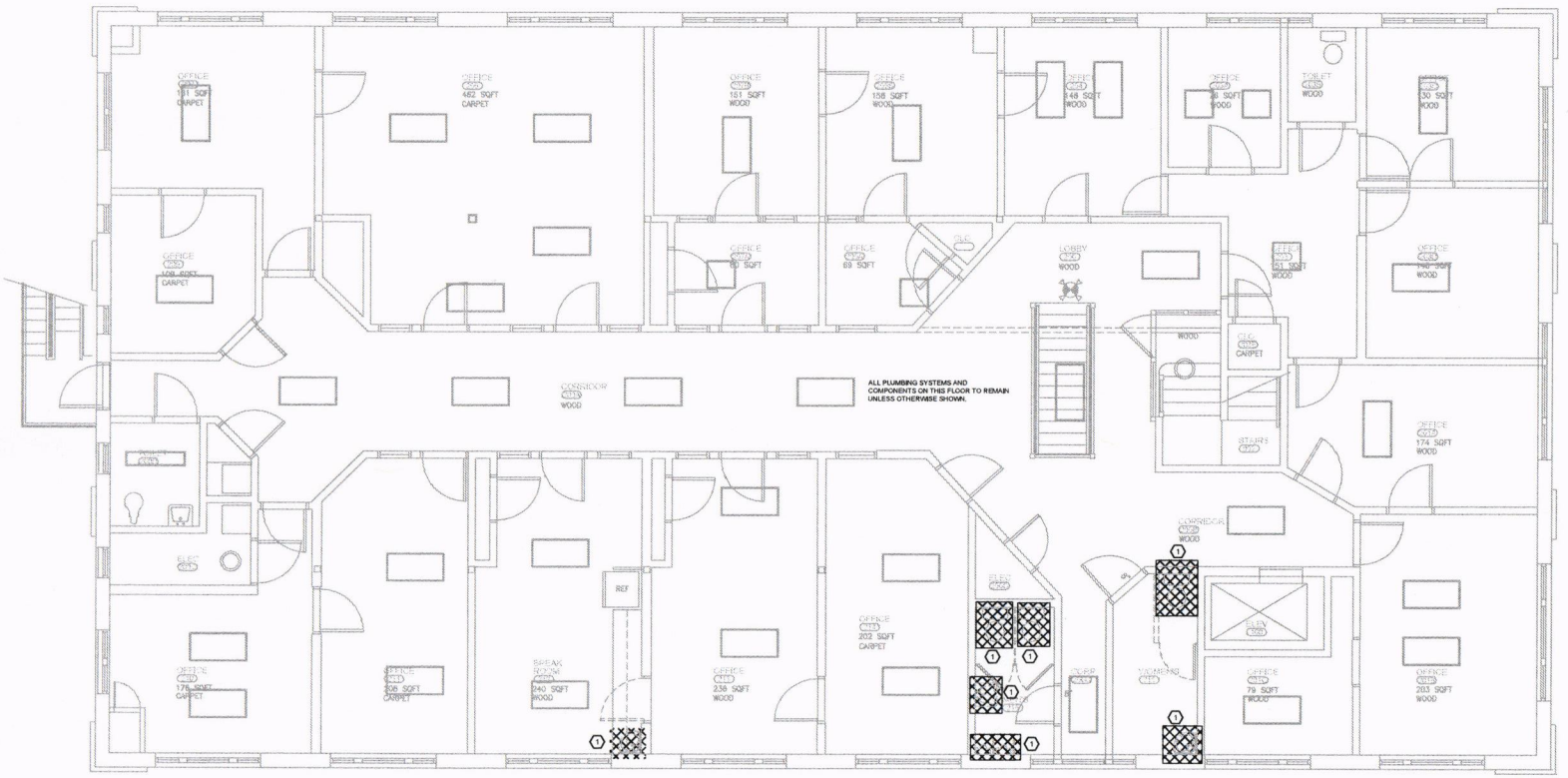
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SHEET TITLE:
PLUMBING DEMO PLAN INTERMEDIATE FLOOR

SHEET NUMBER:
P1.1



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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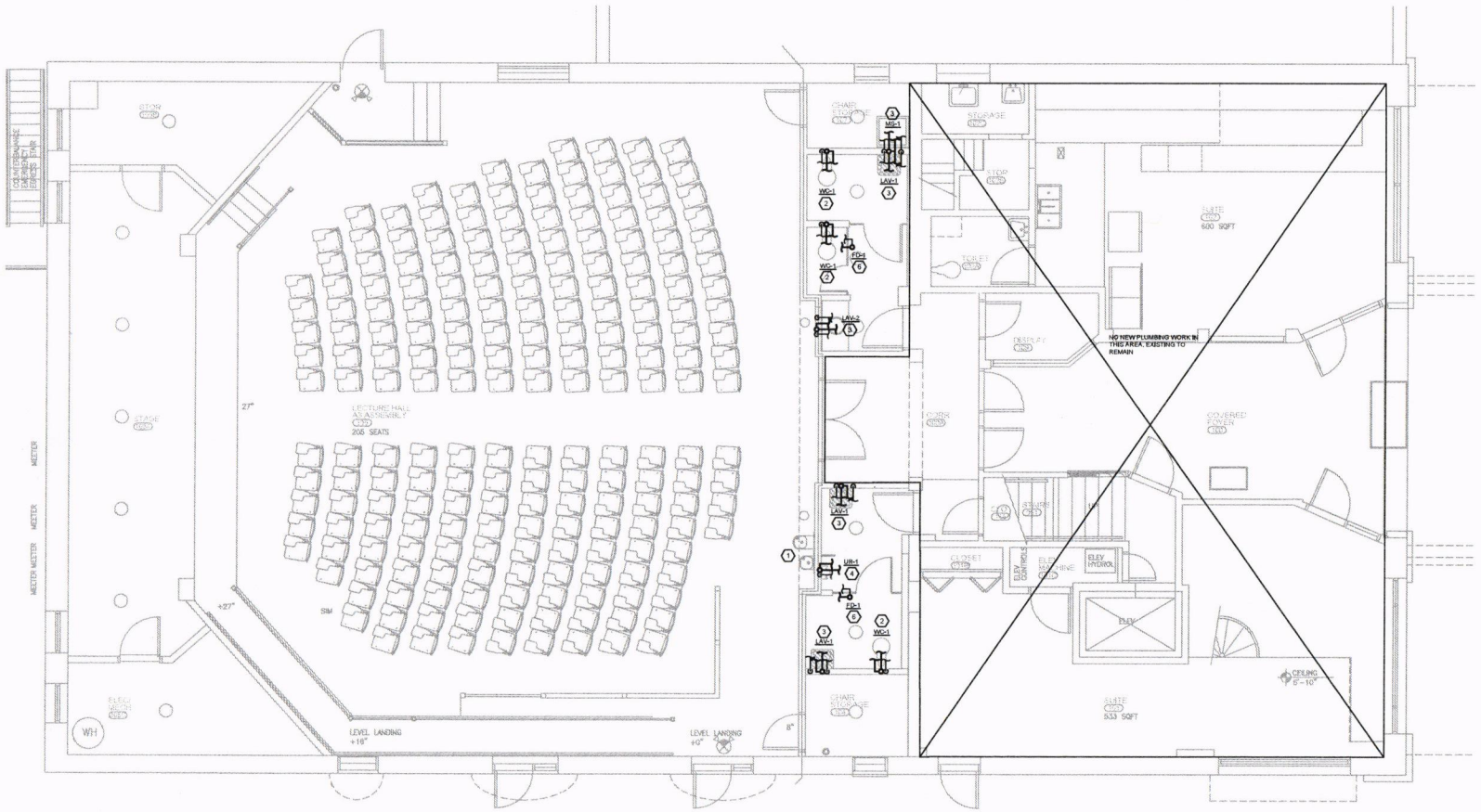
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REVISIONS:

SHEET TITLE: PLUMBING DEMO PLAN FLOOR 2

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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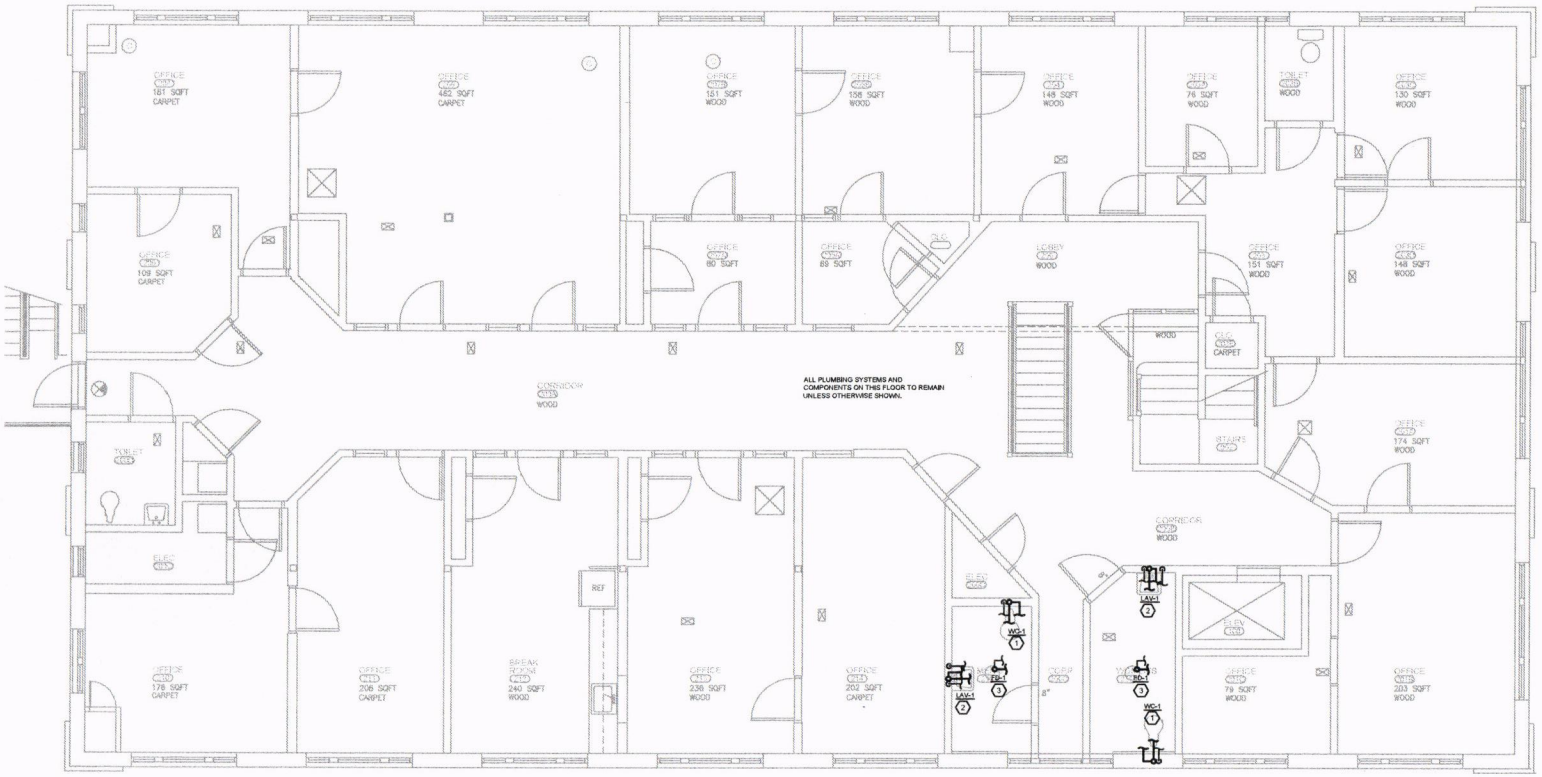
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PLUMBING RENOVATION LEVEL 1

SHEET NUMBER
P2.0



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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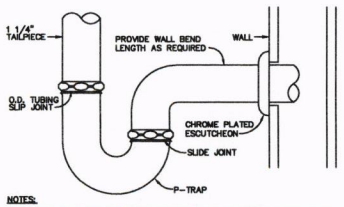
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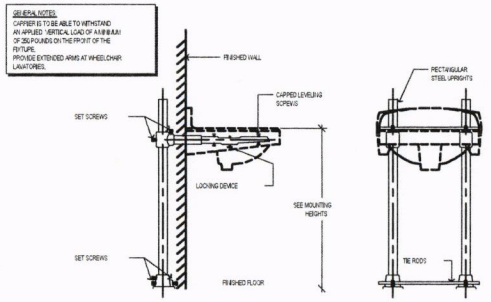
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SHEET NUMBER: P2.2

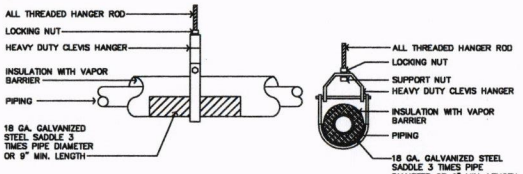


NOTES:
1. THE ENTIRE P-TRAP ASSEMBLY, INCLUDING SLIP JOINT NUTS, IS TO BE 17 GAUGE, HEAVY CAST BRASS WITH A POLISHED CHROME PLATED FINISH. (McGUIRE #8902 1 1/4" x 1 1/2"-17 GA. OR APPROVED EQUAL)
2. FOR BARRIER FREE LAVATORIES, INSTALL 1 1/4" OFFSET TAILPIECE. (McGUIRE #155WC OR APPROVED EQUAL)

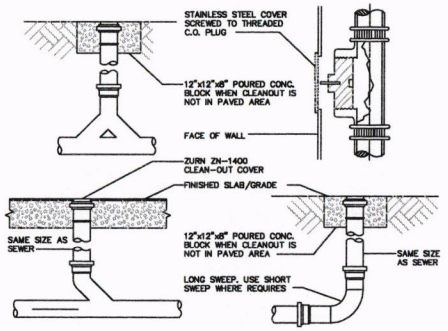
'P'-TRAP
NO SCALE



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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SHEET TITLE: ELECTRICAL LEGEND

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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

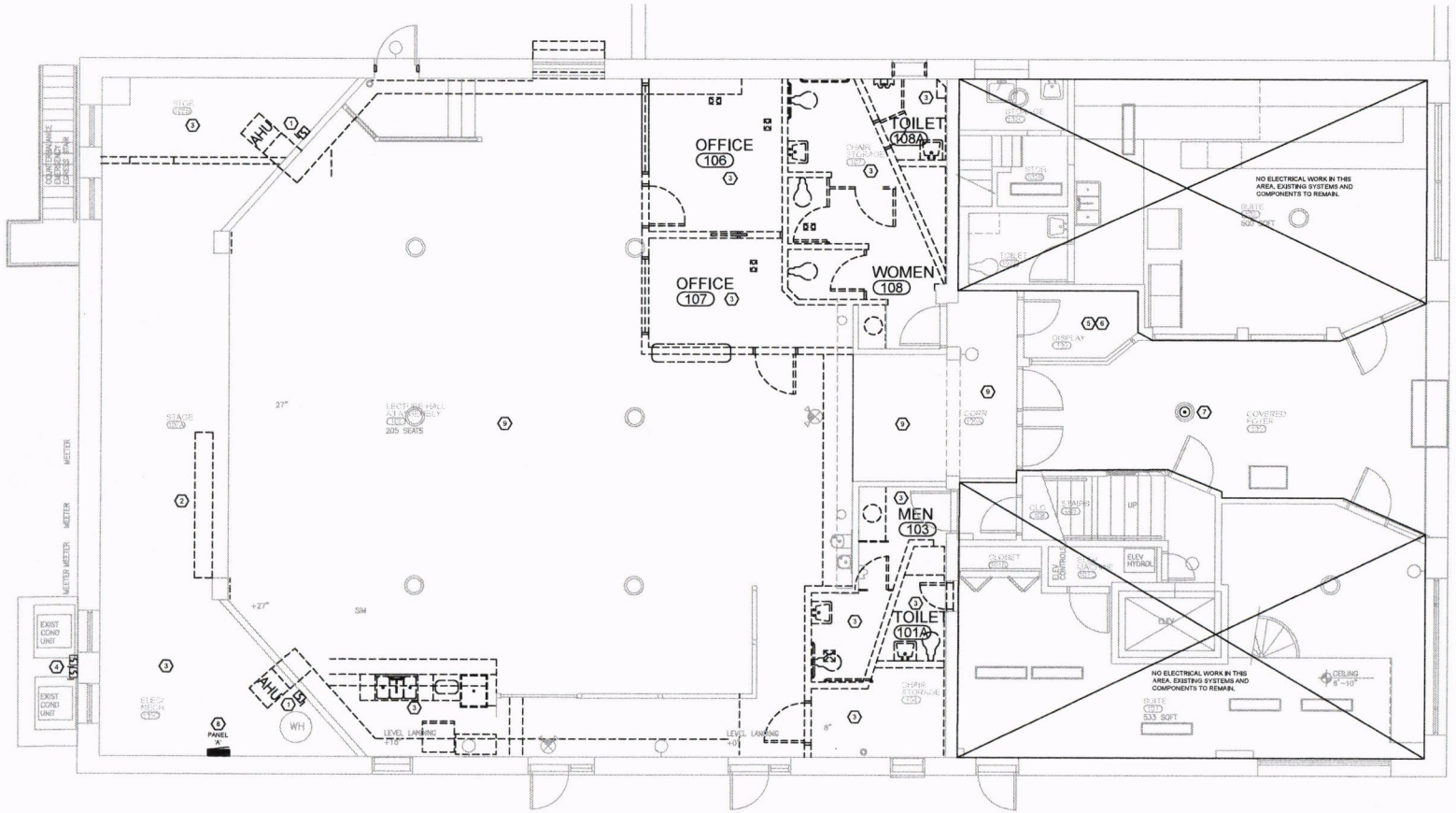
1. FIRE ALARM SYSTEM IS EXISTING, SILENT KNIGHT SK-5208 CONTROL PANEL. CONNECT NEW DEVICES TO CLOSEST INITIATING / NOTIFICATION CIRCUIT. FIRE ALARM SYSTEM SHALL REMAIN OPERATIONAL AND FREE OF TROUBLE SIGNALS DURING RENOVATION. CONTACT AZTEK SECURITY AND ALARM SYSTEMS PRIOR TO ANY SYSTEM MODIFICATIONS. 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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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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PALACE RENOVATION

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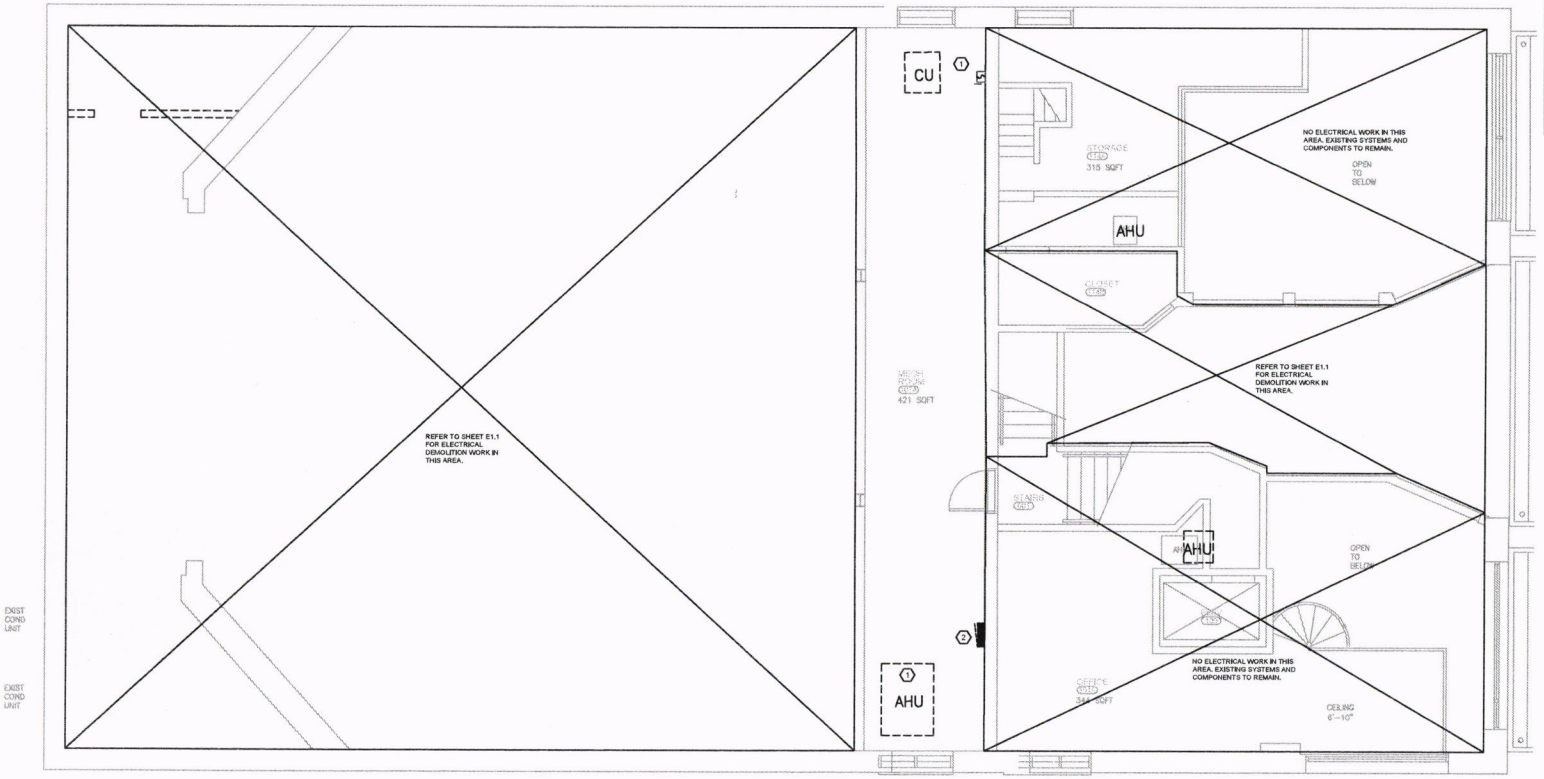
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SHEET TITLE:
FIRST FLOOR DEMOLITION - ELECTRICAL

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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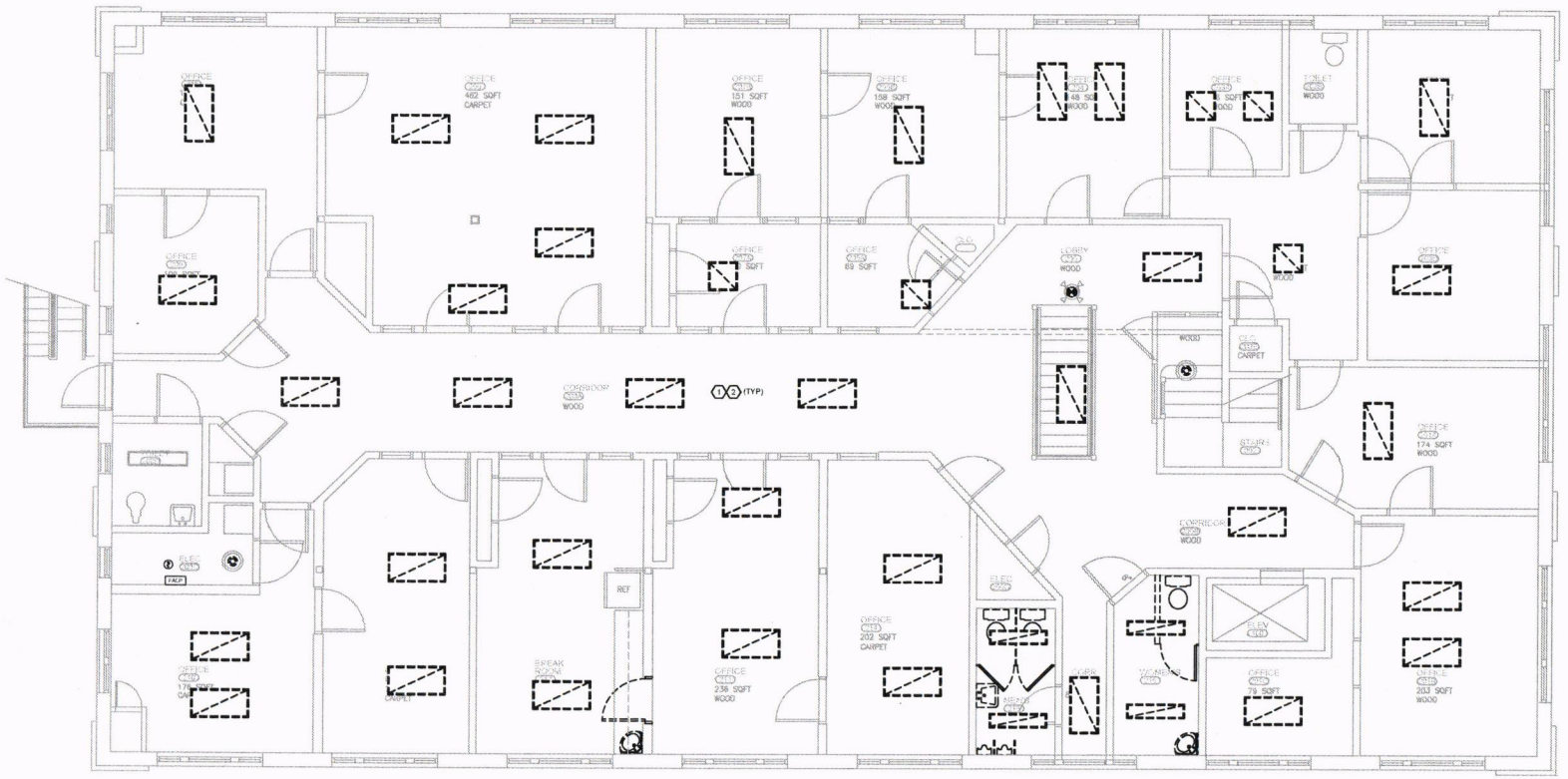
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SHEET TITLE:
INTERMEDIATE FLOOR DEMOLITION - ELECTRICAL

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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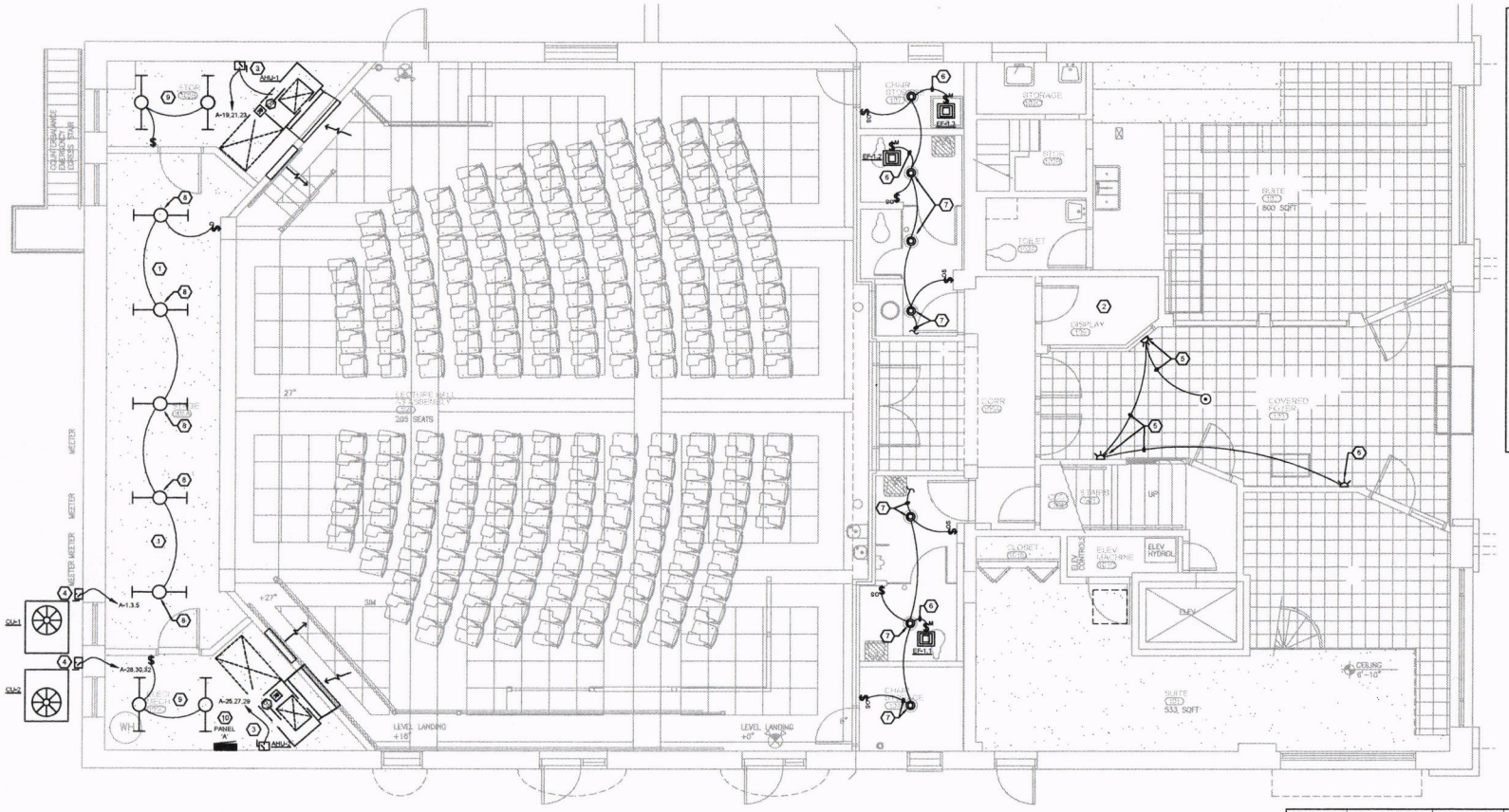
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SHEET TITLE:
SECOND FLOOR DEMOLITION - ELECTRICAL

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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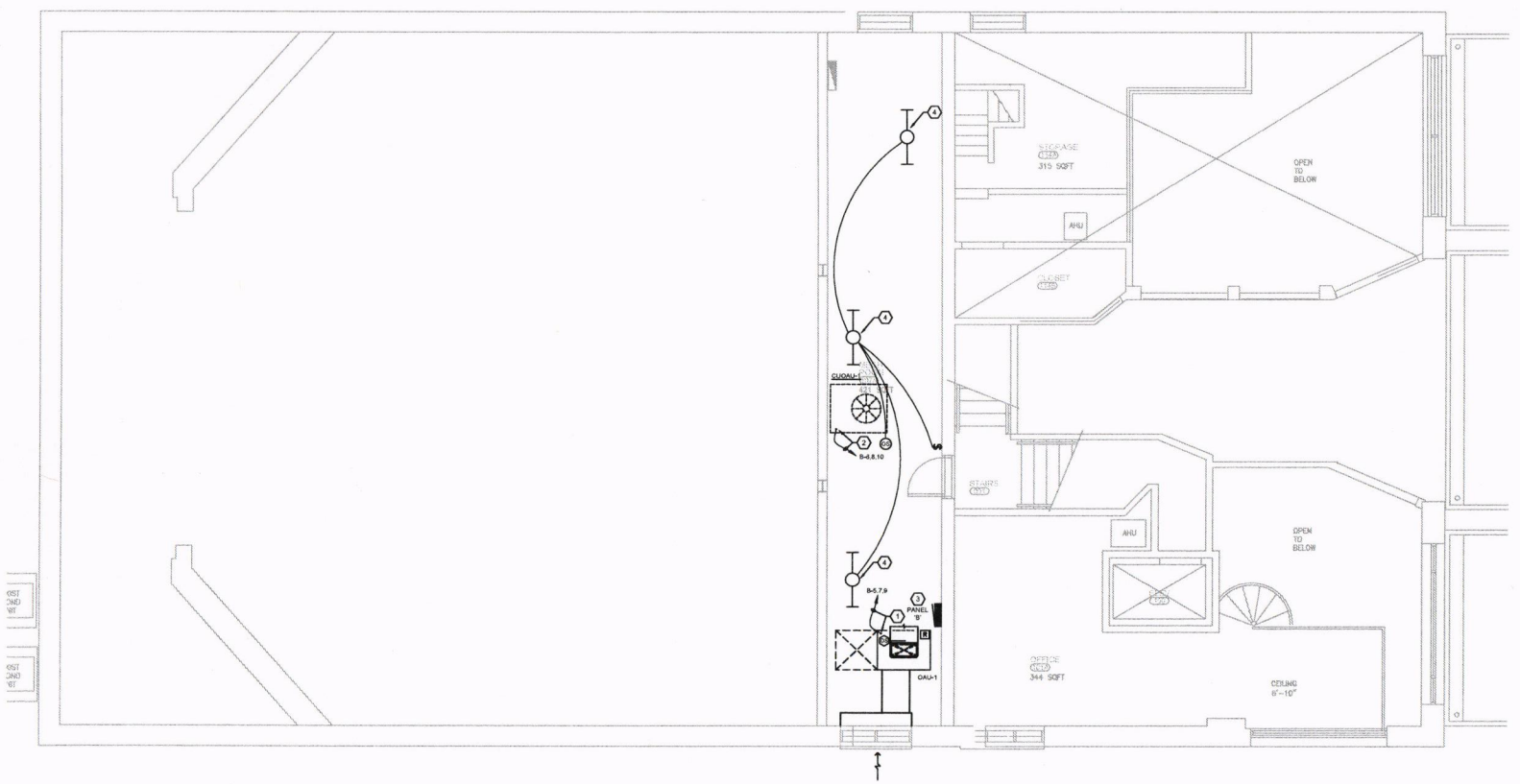
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SHEET TITLE: FIRST FLOOR RENOVATION - ELECTRICAL

SHEET NUMBER: E2.1



N

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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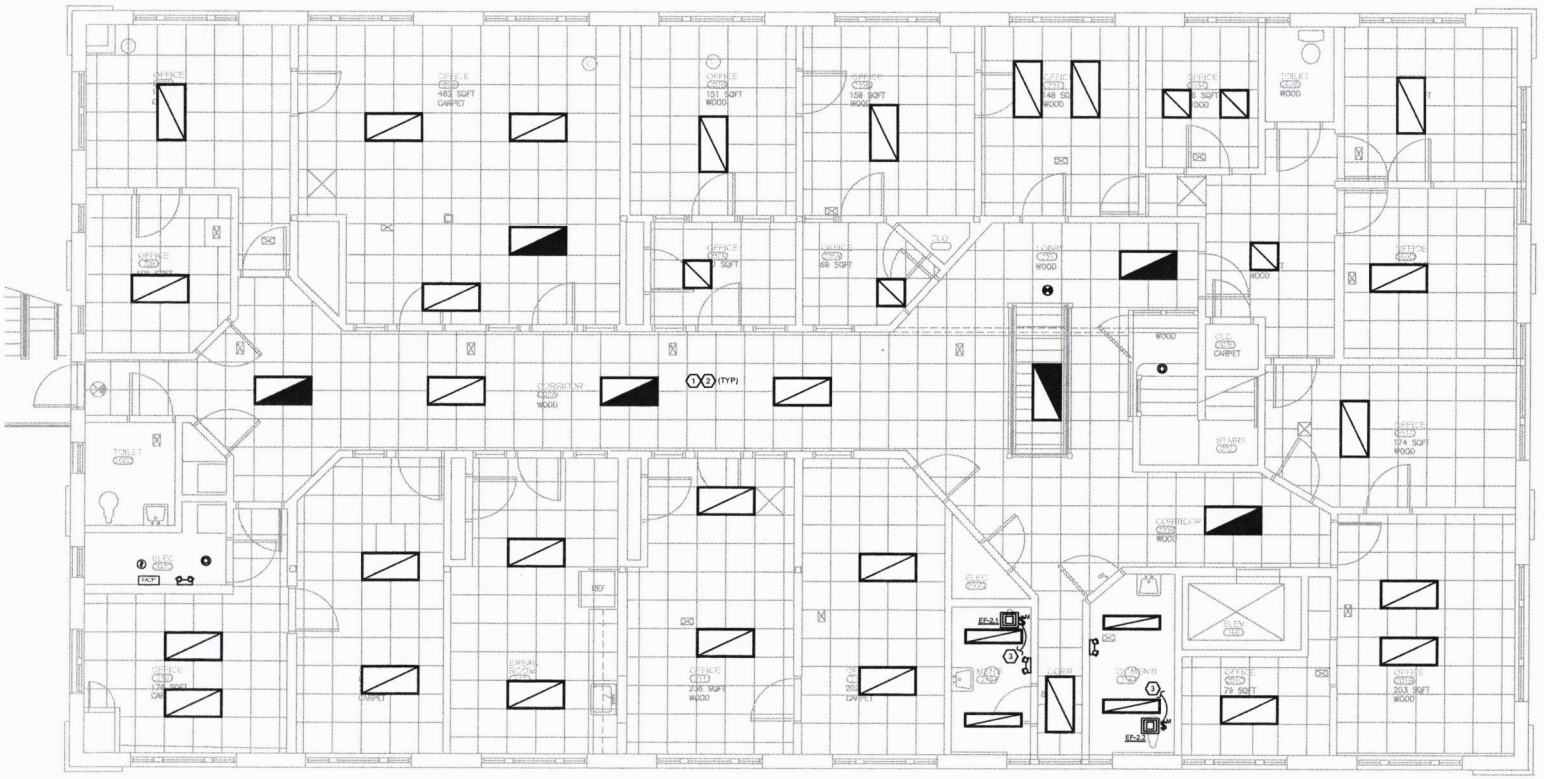
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SHEET TITLE: INTERMEDIATE FLOOR RENOVATION - ELECTRICAL

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.

SHUMAKE ARCHITECTURE, PA
AR 14639
2907 W Bay to Bay Blvd.
Suite 210
Tampa, Florida 33629
Phone: 813.425.3350
eric@shumakearchitecture.net

SEAL:

ADAM T. POWELL, PE
FL REG. NO. PE73853

EMERALD ENGINEERING INC
2907 W. BAY TO BAY BLVD., SUITE 210, TAMPA, FLORIDA 33629
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

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

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

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

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

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.
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

DocuSign Envelope ID: B7C3B1AF-8F86-4B87-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
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

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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.

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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			

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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
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

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 $ 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 _____

DocuSign Envelope ID: 950EC26B-991E-4930-B798-4D1F60C67F04

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

DocuSign Envelope ID: 960EC26B-991E-4930-B798-4D1F60C57F04

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

Welcome Wah Wah
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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 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

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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	

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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

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CAPITOL PROPERTY MANAGEMENT

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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	

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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: 5.C.9.

Meeting Date: November 28, 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 Nguyen Do, for the purpose of granting the City an Easement over the property described therein; and providing an effective date.

Staff Recommendation:
Staff recommends accepting and approving the Resolution for a Utility Easement from Nguyen Do, for the property described therein.

Analysis:
Nguyen Do 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 electric.

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 NGUYEN DO, 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 Nguyen Do 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 28th 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 **NGUYEN DO,** whose mailing address is 638 Saint Annes Drive, Holland, OH 43528-9000, ("**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:

Commence at the Northeast corner of Nguyen Do and Original Right of Way of U.S. Highway 441; thence along the Northerly Line of Nguyen Do South 08°48'53" West 9.86 feet to the New Right of Way of U.S. Highway 441, The Point of Beginning; thence Southeasterly along the New Right of Way of U.S. Highway 441, a Non-Radial curve to the left with a Chord of South 40°53'13" East for 185.68 feet (Radius= 2922.18 feet; Arc Length=185.68 feet) to the West Line of Whispering Pines Subdivision in Plat Book 12, Page 2; thence along the West Line of Whispering Pines South 00°48"46" West 130.61 feet to a point; thence North 89°26'11" West 15.00 feet to a point; thence Northerly and parallel with Whispering Pines Subdivision North 00°48'46" East 131.92 feet to the Southerly of the Utility Easement; thence along the Southerly Utility Easement and parallel with U.S, Highway 441 a Non- Radial curve to the Right with a Chord Bearing of North 40°51'54" West 165.99 feet (Radius=2932.18 feet, Arc Length =166.01 feet) to Northerly Line of Nguyen Do; thence North 08°48'53" East 13.46 feet to the Point of Beginning.

As further depicted in the sketch of description attached hereto as Exhibit "A" and incorporated herein by this reference.

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

Thomas Meaney
Printed Name

Signature

Dani Schroeder
Printed Name

GRANTOR:

NGUYEN DO

STATE OF Ohio
COUNTY OF Lucas

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization this 12 day of May, 2022, by NGUYEN DO, who is [ ] personally known to me or [X] who produced the following identification:

Georgia Driver's License
070556608 exp 8/12/29

Notary Public Signature

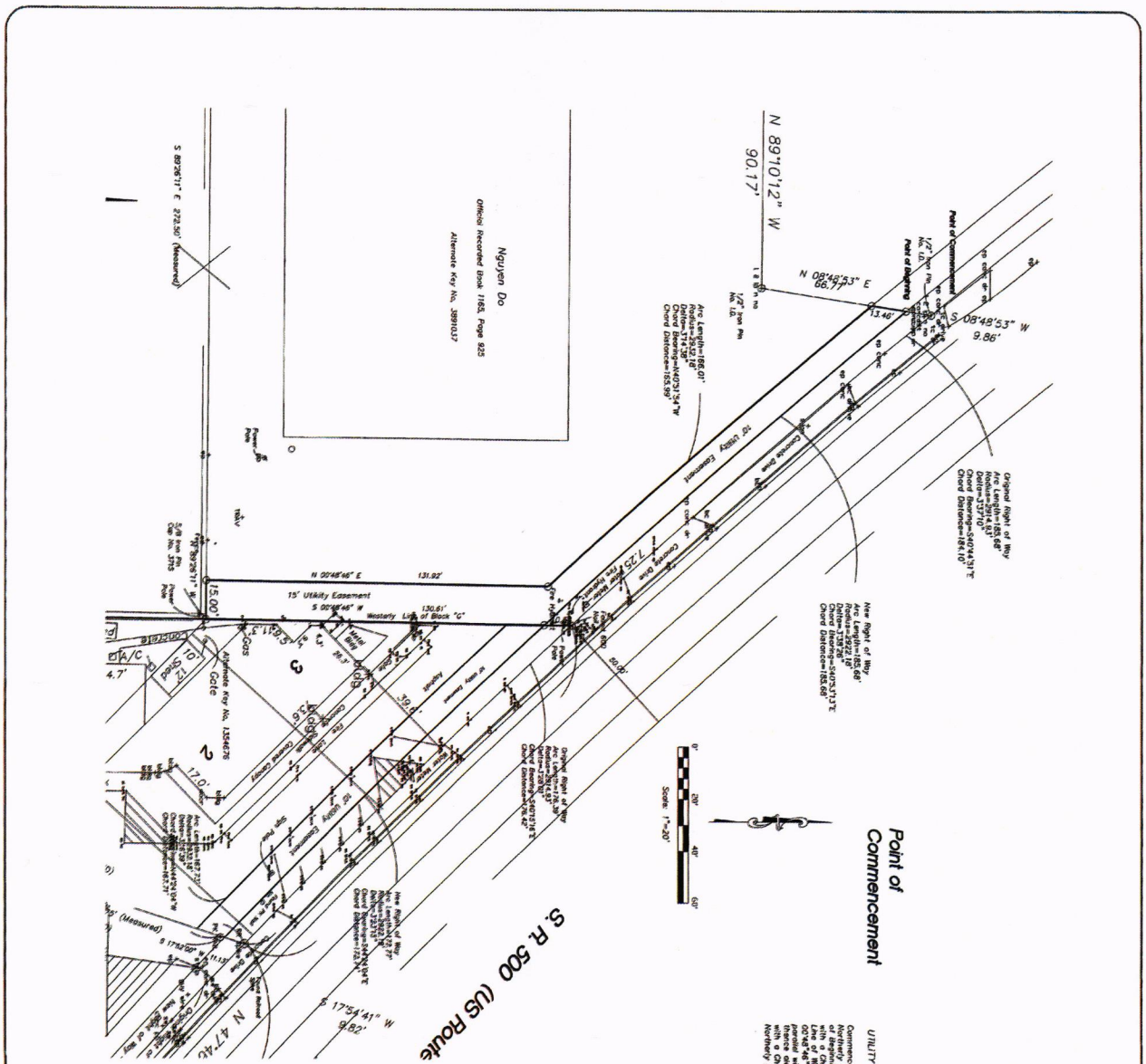
Cassie T Siler
Notary Public Name

My Commission Number:
My Expiration Date: 10/25/26

(seal)

CASSIE T SILER - NOTARY PUBLIC
COMM EXP: OCT 25, 2026
STATE OF OHIO

EXHIBIT "A"



UTILITY EASEMENT:

Commence at the Northeast corner of Nguyen Do and Original Right of Way of U.S. Highway 441; thence along the Northerly Line of Nguyen Do, thence North 08°48'53" West 13.46 feet to the Point of Beginning; thence Southeasterly along the New Right of Way of U.S. Highway 441, a Non-Radial curve to the left with a Chord of South 40°53'13" East for 185.68 feet (Radius= 2922.18 feet, Arc Length=185.68 feet) to the West Line of Block "C" of Whispering Pines Subdivision, Plat Book 12, Page 71; thence South 00°48'46" West 130.61 feet along the West Line of Whispering Pines South to the Southeast Corner of Lot 4, Block "C" of Whispering Pines Subdivision; thence North 89°10'12" West 90.17 feet; thence North 00°48'46" East 131.92 feet to the Southerly of the Utility Easement; thence along the Southerly Utility Easement and parallel with U.S. Highway 441 a Non- Radial curve to the Right with a Chord of North 40°43'31" West for 184.10 feet (Radius= 2914.93 feet, Arc Length =185.01 feet) to the Northerly Line of Nguyen Do; thence North 08°48'53" East 13.46 feet to the Point of Beginning.

GENERAL LEGEND

SURVEYOR'S NOTES:

1. DESCRIPTION AND INSTRUCTIONS FOR THIS SURVEY WERE FURNISHED BY CLIENT.
2. BEARINGS BASED ON THE WEST LINE OF WHISPERING PINES SUBDIVISION AS BEING S 00°47'48" W.
3. THIS PROPERTY IS SUBJECT TO ALL EASEMENTS, RIGHT-OF-WAY AND RESTRICTIONS OF RECORD.
4. THIS COMPANY IS NOT RESPONSIBLE FOR FACTS THAT WOULD BE DISCLOSED BY AN ACCURATE TITLE POLICY. THIS PROPERTY WAS NOT ABSTRACTED FOR TITLE BY THIS COMPANY.
5. ANY COPIES OF THIS SURVEY NOT SIGNED AND SEALED WITH EMBOSSED SURVEYOR'S SEAL BEARING THE NAME AND CERTIFICATE NUMBER OF THE SURVEYOR IN RESPONSIBLE CHARGE ARE INVALID. THIS PLAT HAS BEEN PRODUCED FOR THE PURPOSES AND USES OF THE CLIENT NAMED HEREON. ANY REPRODUCTIONS OF THIS PLAT MAY BE MADE ONLY WITH THE EXPRESS CONSENT AND APPROVAL OF THE CLIENT AND/OR THE SURVEYOR WHOSE NAME AND REGISTRATION NUMBER APPEARS HEREON IS STRICTLY FORBIDDEN.

EDWARD R. PETULLA P.S.M.
PROFESSIONAL LAND SURVEYING
EDWARD R. PETULLA, P.L.S.
101 MEEKER AVENUE
LEESBURG, FL 34748
(352) 516-0731

UTILITY EASEMENT

23-19-24

NGUYEN DO

911 NORTH BOULEVARD WEST
LESSBURG, FLORIDA, 34748

"I hereby certify that this survey was made under my responsible charge and meets the Minimum Technical Standards as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes."

05/03/22
EDWARD R. PETULLA, P.L.S. Date
Principal Land Surveyor & Mapper, No. 5445, State of Florida

NOTE: 1) Reproductions of this sketch not valid unless embossed with the surveyor's seal and certification limited to persons or persons named hereon.
2) There are no easements or encroachments visible on the ground other than shown hereon.

REVISION	NO.	BY	DATE
SCALE	1" = 40'		
FIELD BOOK/PG.	--	DATE	04/21/22
DRAWN	ERP	DATE	04/28/22

SHEET 1 PROJECT NUMBER: DRAWING FILE NUMBER:

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.10.

Meeting Date: November 28, 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 Kane Roman Distributors, LLC, for the purpose of granting the City an Easement over the property described therein, together with the Joinder and Consent to Utility Easement from U.S. Small Business Administration joining and consenting to the Utility Easement and the Joinder and Consent to Utility Easement from SeaCoast National Bank joining and consenting to the Utility Easement; and providing and effective date.

Staff Recommendation:
Staff recommends accepting and approving the Resolution for a Utility Easement from Kane Roman Distributors, LLC, for the property described therein, together with the Joinder and Consent to Utility Easement from U.S. Small Business Administration joining and consenting to the Utility Easement and the Joinder and Consent to Utility Easement from Seacoast National Bank joining and consenting to the Utility easement.

Analysis:
Kane Roman Distributors, LLC 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 electric.

U.S. Small Business Administration is the holder of a mortgage, lien, or other encumbrance upon the property described therein and joins and consents to the Utility Easement from Kane Roman Distributors, LLC and agrees that its mortgage, lien, or other encumbrance shall be subordinated to said easement.

Seacoast National Bank is the holder of a mortgage, lien, or other encumbrance upon the property described therein and joins and consents to the Utility Easement from Kane Roman Distributors, LLC and agrees that its mortgage, lien, or other encumbrance shall be subordinated to said easement.

Procurement Analysis:
N/A

Options:

1. Adopt the Resolution accepting and approving the Utility Easement and Joinders 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 KANE ROMAN DISTRIBUTORS, LLC, FOR THE PURPOSE OF GRANTING THE CITY AN EASEMENT OVER THE PROPERTY DESCRIBED THEREIN, TOGETHER WITH THE JOINDER AND CONSENT TO UTILITY EASEMENT FROM U.S. SMALL BUSINESS ADMINISTRATION JOINING AND CONSENTING TO THE UTILITY EASEMENT AND THE JOINDER AND CONSENT TO UTILITY EASEMENT FROM SEACOAST NATIONAL BANK JOINING AND CONSENTING TO THE UTILITY EASEMENT; AND PROVIDING AND 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 Kane Roman Distributors, LLC for the purpose of granting the City a Utility Easement over, under, upon, across, through and within the real property described in the document, together with the Joinder and Consent to Utility Easement from U.S. Small Business Administration joining and consenting to the Utility Easement, is hereby accepted and the Joinder and Consent to Utility Easement from Seacoast National Bank joining and consenting to the Utility easement, 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 28th 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 **KANE ROMAN DISTRIBUTORS, LLC**, a Florida limited liability company, whose mailing address is 105 Park Center Street, Leesburg, Florida 34748, ("**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

Printed Name

Signature

Printed Name

GRANTOR:

KANE ROMAN DISTRIBUTORS, LLC, a Florida limited liability company

By:

Print: Lourdes McAgy

Title: Manager

STATE OF Florida
COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization this 18 day of August, 2022, by Lourdes McAgy, Manager of Kane Roman Distributors, LLC, a Florida limited liability company, who is [X] personally known to me or [ ] who produced the following identification:

Notary Public Signature

Vanessa Voutsinas

Notary Public Name

My Commission Number: GG346552
My Expiration Date: 06/19/23

(seal)

Vanessa Voutsinas
Comm. #GG346552
Expires: June 19, 2023
Bonded Thru Aaron Notary

SKETCH OF DESCRIPTION

EXHIBIT "A"

10.00' WIDE UTILITY EASEMENT

SHEET 1 OF 2

DESCRIPTION:

A portion of the Southwest 1/4 of Section 21, Township 19 South, Range 24 East, Lake County, Florida, being more particularly described as follows:

COMMENCE at the Northwest corner of LEESBURG COMMERCE PARK PHASE 1, according to the Plat thereof as recorded in Plat Book 53, Pages 77 through 78, Public Records of Lake County, Florida; thence South 74°45'42" West, 257.90 feet; thence North 15°14'18" West, 50.00 feet to the POINT OF BEGINNING; thence North 15°14'18" West, 10.00 feet; thence North 74°45'42" East, 257.94 feet; thence North 74°50'13" East, 210.86 feet to the beginning of a tangent curve concave Northerly having a radius of 40.00 feet, a chord bearing of North 59°46'41" East, a chord length of 20.79 feet; thence run along the arc of said curve through a central angle of 30°07'04", an arc length of 21.03 feet; thence North 44°43'09" East, 103.87 feet to the beginning of a tangent curve concave Southerly having a radius of 160.00 feet, a chord bearing of North 61°37'19" East, a chord length of 93.04 feet; thence run along the arc of said curve through a central angle of 33°48'19", an arc length of 94.40 feet; thence North 78°31'28" East, 31.19 feet; to the beginning of a tangent curve concave Southerly having a radius of 160.00 feet, a chord bearing of North 84°31'45" East, a chord length of 33.48 feet; thence run along the arc of said curve through a central angle of 12°00'34", an arc length of 33.54 feet; thence South 89°27'57" East, 86.20 feet; thence South 00°32'03" West, 10.00 feet; thence North 89°27'57" West, 86.20 feet to the beginning of a tangent curve concave Southerly having a radius of 150.00 feet, a chord bearing of South 84°31'45" West, a chord length of 31.38 feet; thence run along the arc of said curve through a central angle of 12°00'34", an arc length of 31.44 feet; thence South 78°31'28" West, 31.19 feet to the beginning of a tangent curve concave Southerly having a radius of 150.00 feet, a chord bearing of South 61°37'19" West, a chord length of 87.22 feet; thence run along the arc of said curve through a central angle of 33°48'19", an arc length of 88.50 feet; thence South 44°43'09" West, 103.87 feet to the beginning of a tangent curve concave Northerly having a radius of 50.00 feet, a chord bearing of South 59°46'41" West, a chord length of 25.98 feet; thence run along the arc of said curve through a central angle of 30°07'04", an arc length of 26.28 feet; thence South 74°50'13" West, 210.85 feet; thence South 74°45'42" West, 257.93 feet to the POINT OF BEGINNING.

Containing 0.192 acres, more or less.

DATE: 7/26/22	SCALE: 1" = 200'	CAL. BY: SEB	DRAWN BY: SEB	JOB NO. 121075

Date	Revisions

ATLANTIC SURVEYING
308 S. DILLARD STREET
WINTER GARDEN, FLORIDA 34787
(407) 656-4993/FAX (407) 656-4437
LICENSED BUSINESS #8060

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR THE PROFESSION OF SURVEYING AND MAPPING AS SET FORTH IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

STEVEN E. BLANKENSHIP P.S.M. #5361
STATE OF FLORIDA

SKETCH OF DESCRIPTION

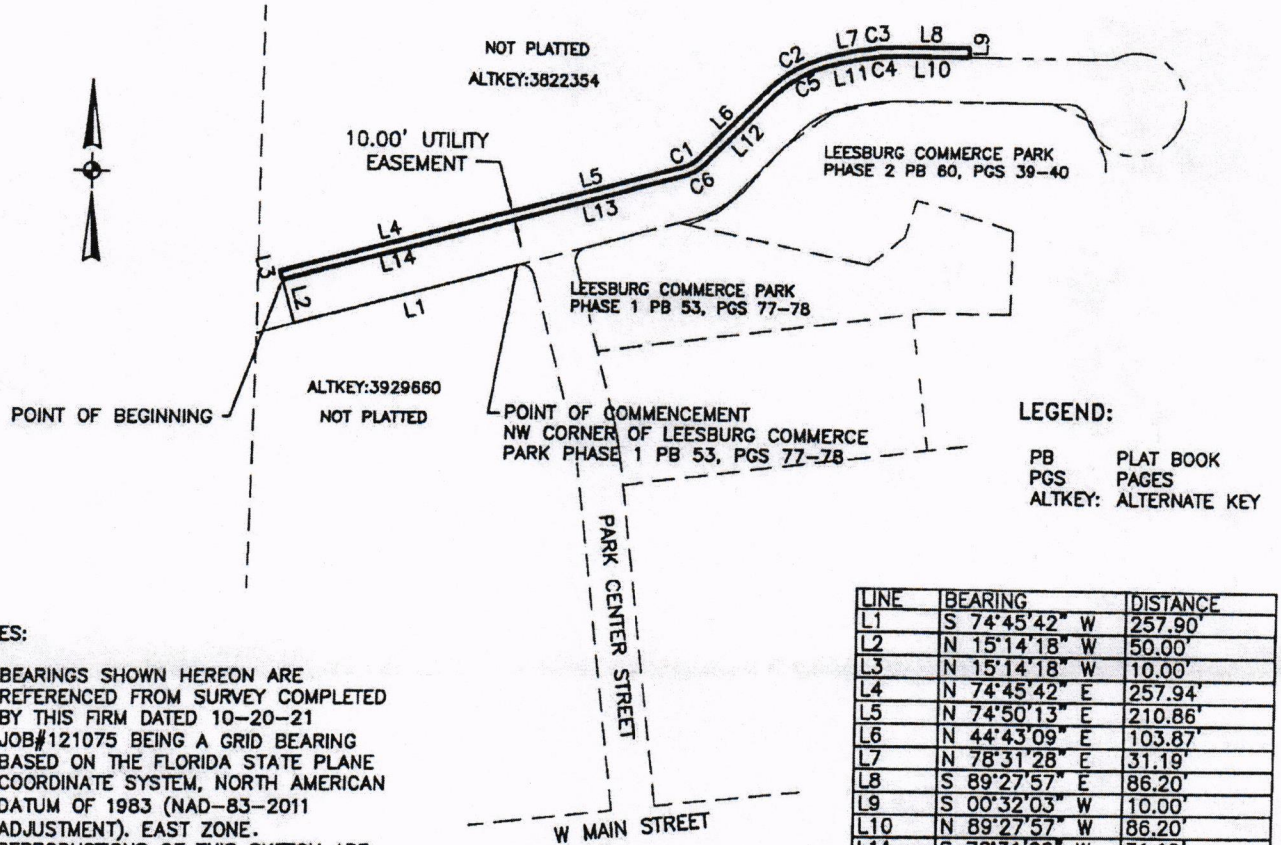
10.00' WIDE UTILITY EASEMENT

SHEET 2 OF 2

0 200 400

SCALE: 1" = 200'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	40.00'	21.03'	20.79'	N 59°46'41" E	30°07'04"
C2	160.00'	94.40'	93.04'	N 61°37'19" E	33°48'19"
C3	160.00'	33.54'	33.48'	N 84°31'45" E	12°00'34"
C4	150.00'	31.44'	31.38'	S 84°31'45" W	12°00'34"
C5	150.00'	88.50'	87.22'	S 61°37'19" W	33°48'19"
C6	50.00'	26.28'	25.98'	S 59°46'41" W	30°07'04"



LEGEND:

PB PLAT BOOK
PGS PAGES
ALTKEY: ALTERNATE KEY

LINE	BEARING	DISTANCE
L1	S 74°45'42" W	257.90'
L2	N 15°14'18" W	50.00'
L3	N 15°14'18" W	10.00'
L4	N 74°45'42" E	257.94'
L5	N 74°50'13" E	210.86'
L6	N 44°43'09" E	103.87'
L7	N 78°31'28" E	31.19'
L8	S 89°27'57" E	86.20'
L9	S 00°32'03" W	10.00'
L10	N 89°27'57" W	86.20'
L11	S 78°31'28" W	31.19'
L12	S 44°43'09" W	103.87'
L13	S 74°50'13" W	210.85'
L14	S 74°45'42" W	257.93'

NOTES:

1. BEARINGS SHOWN HEREON ARE REFERENCED FROM SURVEY COMPLETED BY THIS FIRM DATED 10-20-21 JOB#121075 BEING A GRID BEARING BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD-83-2011 ADJUSTMENT). EAST ZONE.
2. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER AND/OR ELECTRONIC SIGNATURE AS SET FORTH IN F.A.C. 5J-17.602(3).
3. THIS IS NOT A SURVEY.

DATE: 7/26/22	SCALE: 1" = 200'	CAL. BY: SEB	DRAWN BY: SEB	JOB NO. 121075

Date	Revisions

ATLANTIC SURVEYING
308 S. DILLARD STREET
WINTER GARDEN, FLORIDA 34787
(407) 656-4993/FAX (407) 656-4437
LICENSED BUSINESS #8060

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR THE PROFESSION OF SURVEYING AND MAPPING AS SET FORTH IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

STEVEN E. BLANKENSHIP P.S.M. #5361
STATE OF FLORIDA

JOINDER AND CONSENT TO UTILITY EASEMENT

U.S. SMALL BUSINESS ADMINISTRATION, a government agency ("Lender"), hereby certifies that it is the owner and holder of a mortgage, lien, or other encumbrance upon the property shown and described on Exhibits "A" attached hereto, located in Leesburg, Lake County, Florida, and hereby joins and consents to the Utility Easement between KANE ROMAN DISTRIBUTORS, LLC and the CITY OF LEESBURG; and agrees that its interest in the property by virtue of the Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated November 10, 2017, and recorded on November 20, 2017, in Official Records Book 5029, Page 654; as assigned and modified by that certain Assignment of Note and Mortgage and Modification Agreement recorded August 30, 2019 in Official Records Book 5334, Page 1512; and as finally assigned to Lender by that certain Assignment of Mortgage recorded September 17, 2019 in Official Records Book 5342, Page 892, as may be affected by that certain Notice Limiting Future Advances recorded August 30, 2019, in Official Records Book 5334, Page 1546; as further affected by that certain Assignment of Leases and Rents recorded August 30, 2019 in Official Records Book 5334, Page 1526 and Collateral Assignment of Lease recorded on August 30, 2019 in Official Records Book 5334, Page 1532; and Third Party Lender Agreement recorded August 30, 2019 in Official Records Book 5334, Page 1537, and Partial Release of Mortgage dated June 30, 2022 and recorded July 5, 2022 in Official Records Book 5985, Page 1014, all of the Public Records of Lake County, Florida, shall be subordinated to said Utility Easement.

Signed and sealed in the presence of:

U.S. SMALL BUSINESS ADMINISTRATION,
A Government Agency

Printed Name: Christopher Bullens

By: Nique Carrington
Print Name: NIQUE CARRINGTON
Title: DIRECTOR

Printed Name: Roger Templeton

STATE OF ARKANSAS
COUNTY OF PULASKI

The foregoing instrument was acknowledged before me, **by means of ☒ physical presence or ☐ online notarization,** this 28 day of September, 2022, by NIQUE CARRINGTON, as DIRECTOR of the LRCLSC of U.S. SMALL BUSINESS ADMINISTRATION, a Government Agency, who is ✓ personally known or produced _____ as identification.

(Seal)

NATALIE D. FRANKLIN
Arkansas - Pulaski County
Notary Public - Comm# 12403360
My Commission Expires Mar 23, 2025

Natalie D. Franklin
NOTARY PUBLIC

JOINDER AND CONSENT TO UTILITY EASEMENT

SEACOAST NATIONAL BANK, a National Banking Association, hereby certifies that it is the owner and holder of certain mortgages, liens, or other encumbrances upon the property shown and described on Exhibit "A" attached hereto, located in Leesburg, Lake County, Florida, and hereby joins and consents to the Utility Easement between KANE ROMAN DISTRIBUTORS, LLC and the CITY OF LEESBURG; and agrees that its interest in the property by virtue of the Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated November 10, 2017, and recorded on November 20, 2017, in Official Records Book 5029, Page 617, as affected by that certain Notice Limiting Future Advances recorded August 30, 2019 in Official Records Book 5334, Page 1546, and that certain Partial Release of Mortgage dated June 30, 2022 and recorded on July 5, 2022 in Official Records Book 5985, Page 1011; and by virtue of that certain Comprehensive Collateral Assignment recorded November 20, 2017 in Official Records Book 5029, Page 642, that certain UCC-1 Financing Statement recorded in Official Records Book 5029, Page 648, and that certain Mortgage Assignment of Rents, Security Agreement and Fixture Filing dated June 27, 2022 and recorded July 5, 2022 in Official Records Book 5985, Page 1020, all of the Public Records of Lake County, Florida, shall be subordinated to said Utility Easement.

Signed and sealed in the presence of:

Printed Name: Madyn McKelvy

Printed Name: SAITA JAHUR

SEACOAST NATIONAL BANK,
A National Banking Association,

By: _____
Print Name: Ari Samson
Title: VP Commercial RM

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me, **by means of ☐ physical presence or ☐ online notarization**, this 19 day of August, 2022, by Ari Samson, as Representative (VP) of SEACOAST NATIONAL BANK, a National Banking Association, who is ___ personally known or produced FLDL as identification.

(Seal)

SAITA JAHUR
Notary Public - State of Florida
Commission # HH 205815
My Comm. Expires Nov 21, 2025
Bonded through National Notary Assn.

NOTARY PUBLIC

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.11.

Meeting Date: November 28, 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 Antonio Reyes, for the purpose of granting the City an Easement over the property described therein, together with the Joinder and Consent to Utility Easment from J. Cecil Shumacker, III and Constance F. Shumacker joining and consenting to the Utility easement; and providing an effective date.

Staff Recommendation:
Staff recommends accepting and approving the Resolution for a Utility Easement from Antonio Reyes, for the purpose of granting the City an Easement over property described therein, together with the Joinder and Consent to Utility Easement from J. Cecil Shumacker, III and Constance F. Shumacker joining and consenting to the Utility easement.

Analysis:
Antonio Reyes 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 electric.

J. Cecil Shumacker, III and Constance F. Shumacker are the holder of a mortgage, lien, or other encumbrance upon the property described therein and joins and consents to the Utility Easement from Antonio Reyes and agrees that its mortgage, lien, or other encumbrance shall be subordinated to said easement.

Procurement Analysis:
N/A

Options:
1. Adopt the Resolution accepting and approving the Utility Easement and Joinders 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 ANTONIO REYES, FOR THE PURPOSE OF GRANTING THE CITY AN EASEMENT OVER THE PROPERTY DESCRIBED THEREIN, TOGETHER WITH THE JOINDER AND CONSENT TO UTILITY EASMENT FROM J. CECIL SHUMACKER, III AND CONSTANCE F. SHUMACKER JOINING AND CONSENTING TO THE UTILITY EASEMENT; 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 Antonio Reyes for the purpose of granting the City a Utility Easement over, under, upon, across, through and within the real property described in the document, together with the Joinder and Consent to Utility Easement from J. Cecil Shumacker and Constance F. Shumacker joining and consenting to the Utility easement, 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 28th 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 **ANTONIO REYES,** whose mailing address is 11183 Roz Way, Oxford, Florida 34484, ("**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:

10' Utility Easement:

Commence at the West Line of Whispering Pines a Subdivision Recorded Plat Book 12, Page 2 and the Original Right of Way Line of U.S. Highway 441; thence along the West Line of said Subdivision South 00°43'46" West 10.54 feet to the New Right of Way of U.S. Highway 441 to a point on said West Line the Point of Beginning; thence Southerly Along the New Right of U.S. Highway 441 with a Non-Radial curve to the Left with a chord bearing of South 44°24'04" East for 1072.74 feet (Radius of 2922.18 feet; Arc Length 172. 77 feet to a point on the New Right of Way Line U.S. Highway 441; thence leaving said New Right of Way South 17°43'28" West 11.12 feet to a point; thence Northwesterly and Parallel with said New Right of Way with a Chord Bearing of North 44°24'04" West for 167.71' feet Non-Radial (Radius of 2922.18 feet, Arc Length of 167.73 feet to the West Line Of said Subdivision; thence North 00°43'46" East 14.49 feet to the Point of Beginning.

As further depicted in the sketch of description attached hereto as Exhibit "A" and incorporated herein by this reference.

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

Liz Morales
Printed Name

Signature

ROGER ROVIRA
Printed Name

GRANTOR:

Antonio Reyes
ANTONIO REYES

STATE OF Florida
COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this 25TH day of May, 2022, by ANOTONIO REYES, who is [ ] personally known to me or [X] who produced the following identification: Florida Driver License

Notary Public Signature

Rubis Rovira
Notary Public Name

My Commission Number: GG 345791
My Expiration Date: JUNE 17, 2023

(seal)

RUBIS ROVIRA
Commission # GG 345791
Expires June 17, 2023
Bonded Thru Budget Notary Services

JOINDER AND CONSENT TO UTILITY EASEMENT

J. CECIL SHUMACKER, III and CONSTANCE F. SHUMACKER, husband and wife, hereby certifies that they are the holder of a mortgage, lien, or other encumbrance upon the property shown and described on Exhibit "A" attached hereto, located in Leesburg, Lake County, Florida, and hereby joins and consents to the Utility Easement between ANTONIO REYES and the CITY OF LEESBURG; and agrees that its mortgage, lien, or other encumbrance which is recorded in O.R. Book 5492, Page 938, of the Public Records of Lake County, Florida, shall be subordinated to said easement.

Signed and sealed in the presence of:

Printed Name: Michelle H. Adkins

J. CECIL SHUMACKER, III

Printed Name: Kimberly A. Bartholomew

Printed Name: Jill L Blanton

CONSTANCE F. SHUMACKER

Printed Name: Kimberly A. Bartholomew

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me, **by means of ☑ physical presence or ☐ online notarization**, this 31 day of May, 2022, by J. CECIL SHUMACKER, III who is ___ personally known or produced _____ as identification.

(Seal)

Notary Public State of Florida
Michelle H Adkins
My Commission GG 943039
Expires 04/20/2024

NOTARY PUBLIC

Michelle H. Adkins

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me, **by means of ☐ physical presence or ☐ online notarization**, this 10 day of June, 2022, by CONSTANCE F. SHUMACKER who is ___ personally known or produced FL DL as identification.

(Seal)

NOTARY PUBLIC

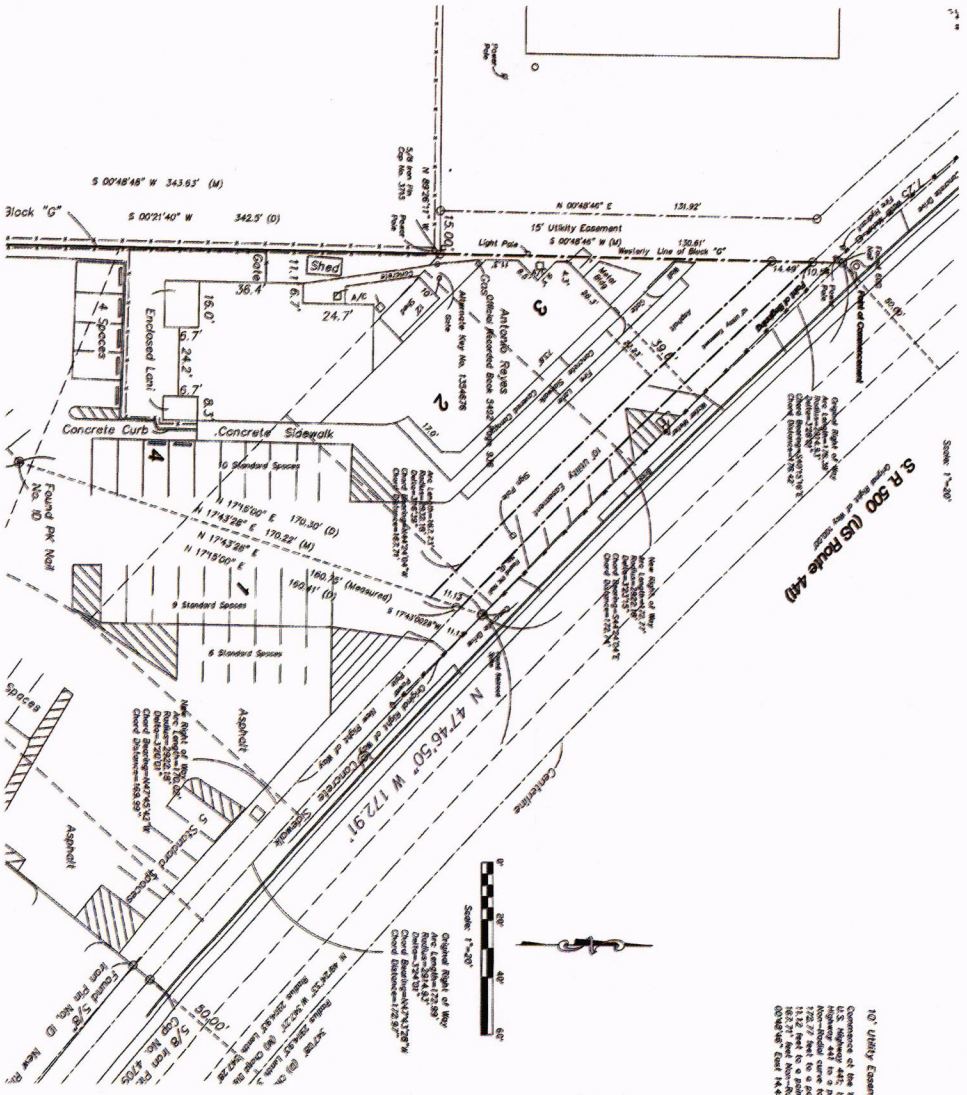
KIMBERLY A. BARTHOLOMEW
MY COMMISSION # GG 976390
EXPIRES: May 8, 2024
Bonded Thru Notary Public Underwriters

EXHIBIT "A"

That part of Lots 1, 2, 3, 4, and 5 in Block "G" in WHISPERING PINES, a subdivision in the City of Leesburg, Florida, according to the plat thereof recorded in Plat Book 12, Page 2, Public Records of Lake County, Florida, bounded and described as follows: From the Southwest corner of said Block "G" run thence North 00°21 '40" East along the West line of said Block "G" a distance of 120 feet to the point of beginning of this description; from said point of beginning, run North 88°48' East parallel to the South line of said Block "G" a distance of 12 feet; thence North 49°03'30" East 84.35 feet; thence North 17°15' East 170.3 feet to the Southwesterly line of the right of way of North Boulevard; thence Northwesterly along the Southwesterly line of said right of way 176.3 feet, more or less, to the Westerly line of said Block "G"; thence South 00°21 '40" West along the West line of said Block "G" 342.5 feet, more or less, to the point of beginning;. LESS the Department of Transportation right-of-way.

And, that part of Lots 5 and 6, Block "G" in WHISPERING PINES, a subdivision in the City of Leesburg, Florida, according to the plat thereof recorded in Plat Book 12, Page 2, Public Records of Lake County, Florida, and more particularly described as follows: Commence at a 4"x4" Concrete Monument with Nail (No ID) located at the North corner of Lot 3, Block "G" in Whispering Pines, as recorded in Plat Book 12, Page 2, Public Records of Lake County, Florida; thence run South 00°47'45" West, along the West line of said Whispering Pines, a distance of 343.53 feet for a point of beginning; thence departing said West subdivision line, run North 89°14'17" East, a distance of 12.00 feet; thence run South 00°47'45" West, a distance of 120.00 feet; thence run South 89°14'17" West, a distance of 12.00 feet to the aforementioned West subdivision line; thence run North 00°47'45" West along said West subdivision line, a distance of 120.00 feet to the point of beginning. Being a portion of the lands described and recorded in Official Records Book 3155, Page 1279, Public Records of Lake County, Florida.

EXHIBIT "A"



10' Utility Easement:

Commence at the West Line of Whispering Pines a Subdivision Recorded Plat Book 12, Page 2 and the Original Right of Way Line of U.S. Highway 441 (State Road No. 500) (Variable Width Right of Way) as now established and being in use; thence run Southeasterly along said Original Right of Way Line of U.S. Highway 441 to a point on the West Line of Block "G" of said Whispering Pines; thence leaving said Original Right of Way Line run Northerly along said West Line of Block "G" South 00°48'46" West for 131.92 feet; thence leaving said West Line run Northwesterly along a Non-Radial curve to the Left with a chord bearing of South 44°24'04" East for 1022.74 feet, (Radius of 2822.18 feet, Arc Length of 1028.77 feet) to a point on the New Right of Way Line U.S. Highway 441; thence leaving said New Right of Way run Southeasterly along a Non-Radial curve to the Left with a chord bearing of South 17°43'28" East for 182.71 feet, (Radius of 2822.18 feet, Arc Length of 182.74 feet) to the Point of Beginning; thence leaving said New Right of Way run North 72°16'32" East for 10.00 feet; thence South 17°43'28" East for 170.22 feet; thence South 72°16'32" West for 10.00 feet to a point on the New Right of Way Line of said U.S. Highway 441; thence North 17°43'28" West along said New Right of Way Line for 170.22 feet to the Point of Beginning; thence North 72°16'32" East for 10.00 feet to the Point of Beginning.

Legal Description:

That part of Lots 1, 2, 3, 4, and 5 in Block "G" WHISPERING PINES, a subdivision in City of Leesburg, Florida, according to the Plat thereof recorded in Plat Book 12, Page 2, Public Records of Lake County, Florida, bounded and described as follows: From the Southeast corner of said Block "G" run thence North 00°21'40" East along the West line of said Block "G" a distance of 120 feet to the Point of Beginning of this description; thence continue North 00°21'40" East along said West line of said Block "G" a distance of 12 feet; thence North 49°52'30" East 1.35 feet to the North 17°15' East 170.03 feet to the Southeasterly line of the right of way of North Boulevard; thence Northeasterly along the Southwesterly line of said right of way 176.3 feet, more or less, to the Westerly line of said Block "G", 342.5 feet, more or less to the Point of Beginning, LESS the Department of Transportation right of way.

And, that part of Lot 5 and 6, Block "G" in WHISPERING PINES, a subdivision in the City of Leesburg, Florida, according to the Plat thereof recorded in Plat Book 12, Page 2, Public Records of Lake County, Florida, and more particularly described as follows: Commence at a 4"x4" Concrete Monument with nail (No ID) located at at the North corner of Lot 3, Block "G" in Whispering Pines,as recorded in Plat Book 12, Page 2, Public Records of Lake County, Florida; thence run South 00°47'45"West along the West line of said Whispering Pines, distance of 343.53 feet for a Point of Beginning; thence continue South 00°47'45" West Line, distance of 120.00 feet; thence run North 89°12'15" West, distance of 120.00 feet; thence run North 00°47'45" East along said West Subdivision Line, a distance of 120.00 feet; thence run East, distance of 12.00 feet to the aforementioned West Subdivision Line; thence run North 00°47'45" West along said West Subdivision Line, a distance of 120.00 feet to the Point of Beginning. Being a portion of the lands described and recorded in Official Records Book 3555, Page 1239, of Public Records of Lake County, Florida.

Legend

Measured (M)
Overhead Power

SURVEYOR'S NOTES:

1. DESCRIPTION AND INSTRUCTIONS FOR THIS SURVEY WERE FURNISHED BY CLIENT.
2. BEARINGS BASED ON THE WEST LINE OF WHISPERING PINES SUBDIVISION AS BEING S 00°47'45" W.
3. THIS PROPERTY IS SUBJECT TO ALL EASEMENTS, RIGHT-OF-WAY AND RESTRICTIONS OF RECORD.
4. THIS COMPANY IS NOT RESPONSIBLE FOR FACTS THAT WOULD BE DISCLOSED BY AN ACCURATE TITLE POLICY. THIS PROPERTY WAS NOT ABSTRACTED FOR TITLE BY THIS COMPANY.
5. ANY COPIES OF THIS SURVEY NOT SIGNED AND SEALED WITH EMBOSSED SURVEYOR'S SEAL BEARING THE NAME AND REGISTRATION NUMBER OF THE PERSON SIGNING THE SURVEY SHALL BE CONSIDERED UNOFFICIAL AND UNAUTHORIZED FOR ANY PURPOSES AND USES OF THE CLIENT NAMED HEREON. ANY CHANGE AND/OR ANY/ALL ADDITIONS MADE TO THIS SURVEY BY ANY PERSON OTHER THAN THE SURVEYOR PERFORMING THE ORIGINAL SURVEY SHALL RENDER THE ENTIRE SURVEY NULL AND VOID. THE SURVEYOR'S CERTIFICATION IS EXPRESSLY MADE ONLY TO THE PERSONS AND/OR ENTITIES NAMED IN THE SURVEY. THE SURVEYOR'S CERTIFICATION IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS. THE CERTIFICATION AS SHOWN OR NOTED HEREON, WITHOUT THE SURVEYOR'S NAME AND REGISTRATION NUMBER APPEARS HEREON IS STRICTLY FORBIDDEN.

GENERAL LEGEND

EDWARD R. PETULLA P.S.M.
PROFESSIONAL LAND SURVEYING
EDWARD R. PETULLA, P.L.S.
101 MEUSER AVENUE
LEESBURG, FL 34748
(352) 516-0731

10' UTILITY EASEMENT

23-19-24

ANTONIO REYES

911 NORTH BOULEVARD WEST
LESSBURG, FLORIDA, 34748

I hereby certify that this survey was made under my responsible charge and meets the Minimum Technical Standards as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

05.03.22
EDWARD R. PETULLA, P.L.S. Date
Professional Land Surveyor & Mapper, No. 6447, State of Florida

NOTE: 1) Reproductions of this sketch are valid unless embossed with the surveyor's seal and certification limited to person or persons named hereon.
2) There are no easements or encroachments visible on the ground other than shown hereon.

REVISION	NO.	BY	DATE

SCALE 1" = 40'
FIELD BOOK/PG. – DATE 04/21/22
DRAWN ERP DATE 04/28/22

SHEET 1 PROJECT NUMBER: – DRAWING FILE NUMBER: –

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.12.

Meeting Date: November 28, 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 John W. Somerville and Lisa A. Somerville, for the purpose of granting the City an Easement over the property described therein; and providing an effective date.

Staff Recommendation:
Staff recommends accepting and approving the Resolution for a Utility Easement from John W. Somerville and Lisa A. Somerville, for the property described therein.

Analysis:
John W. Somerville and Lisa A. Somerville, husband and wife, are 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 electric.

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 JOHN W. SOMERVILLE AND LISA A. SOMERVILLE, 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 John W. Somerville and Lisa A. Somerville, husband and wife, 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 28th 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 on this 25 day of October, 2022, by **JOHN W. SOMERVILLE AND LISA A. SOMERVILLE,** husband and wife, whose mailing address is 9251 Silver Lake Drive, Leesburg, Florida 34788, ("**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:

Colleen A. Meade
Signature
Colleen A. Meade
Printed Name

Signature
TAMARA CHILL
Printed Name

GRANTOR:

JOHN W. SOMERVILLE

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [_] online notarization this 25 day of October, 2022, by John W. Somerville, who is [_] personally known to me or [_] who produced the following identification:

Notary Public Signature
Susan B. Adams
Notary Public Name

My Commission Number: HH 172121
My Expiration Date: 09/24/25

(seal)

SUSAN B. ADAMS
MY COMMISSION EXPIRES SEPTEMBER 24, 2025
HH 172121
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Colleen A. Meade
Signature
Colleen A. Meade
Printed Name

Signature
Printed Name

LISA A. SOMERVILLE

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [_] online notarization this 25 day of October, 2022, by Lisa A. Somerville, who is [_] personally known to me or [_] who produced the following identification:

Notary Public Signature
SUSAN B. Adams
Notary Public Name

My Commission Number: HH 172121
My Expiration Date: 09/24/25

(seal)

SUSAN B. ADAMS
MY COMMISSION EXPIRES SEPTEMBER 24, 2025
#HH 172121
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

SKETCH OF POWER EASEMENT

FOR

JOHN & LISA SOMERVILLE

Sunnyside Drive, Leesburg

EXHIBIT "A"

LINE TABLE

LINE	BEARING	DISTANCE
L1	S78°46'39"W	199.38'
L2	N71°34'23"W	592.40'
L3	N72°35'15"W	223.41'
L4	N81°31'09"W	68.02'
L5	S39°22'36"W	89.99'
L6	S50°37'24"E	10.00'
L7	N39°22'36"E	85.14'
L8	S80°58'04"E	60.38'
L9	S72°35'15"E	223.32'
L10	S71°34'23"E	594.96'
L11	N78°46'39"E	200.04'
L12	N00°15'56"E	10.20'

UTILITY EASEMENT DESCRIPTION:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE RUN S 00°00'41" W ALONG THE EAST LINE OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 29 FOR A DISTANCE OF 924.27 FEET; THENCE N 89°50'44" W, 33.00 FEET TO THE POINT OF BEGINNING;
THENCE S78°46'39W, 199.38 FEET; THENCE N71°34'23"W, 592.40 FEET; THENCE N72°35'15"W, 223.41 FEET; THENCE N81°31'09"W, 68.02 FEET; THENCE S39°22'36"W, 89.99 FEET; THENCE S50°37'24"E, 10.00 FEET; THENCE N39°22'36"E, 85.14 FEET; THENCE S80°58'04"E, 60.38 FEET ; THENCE S72°35'15"E, 223.32 FEET; THENCE S71°34'23"E, 594.96 FEET; THENCE N78°46'39"E, 200.04 FEET; THENCE N00°15'56"E, 10.20 FEET TO THE POINT OF BEGINNING.

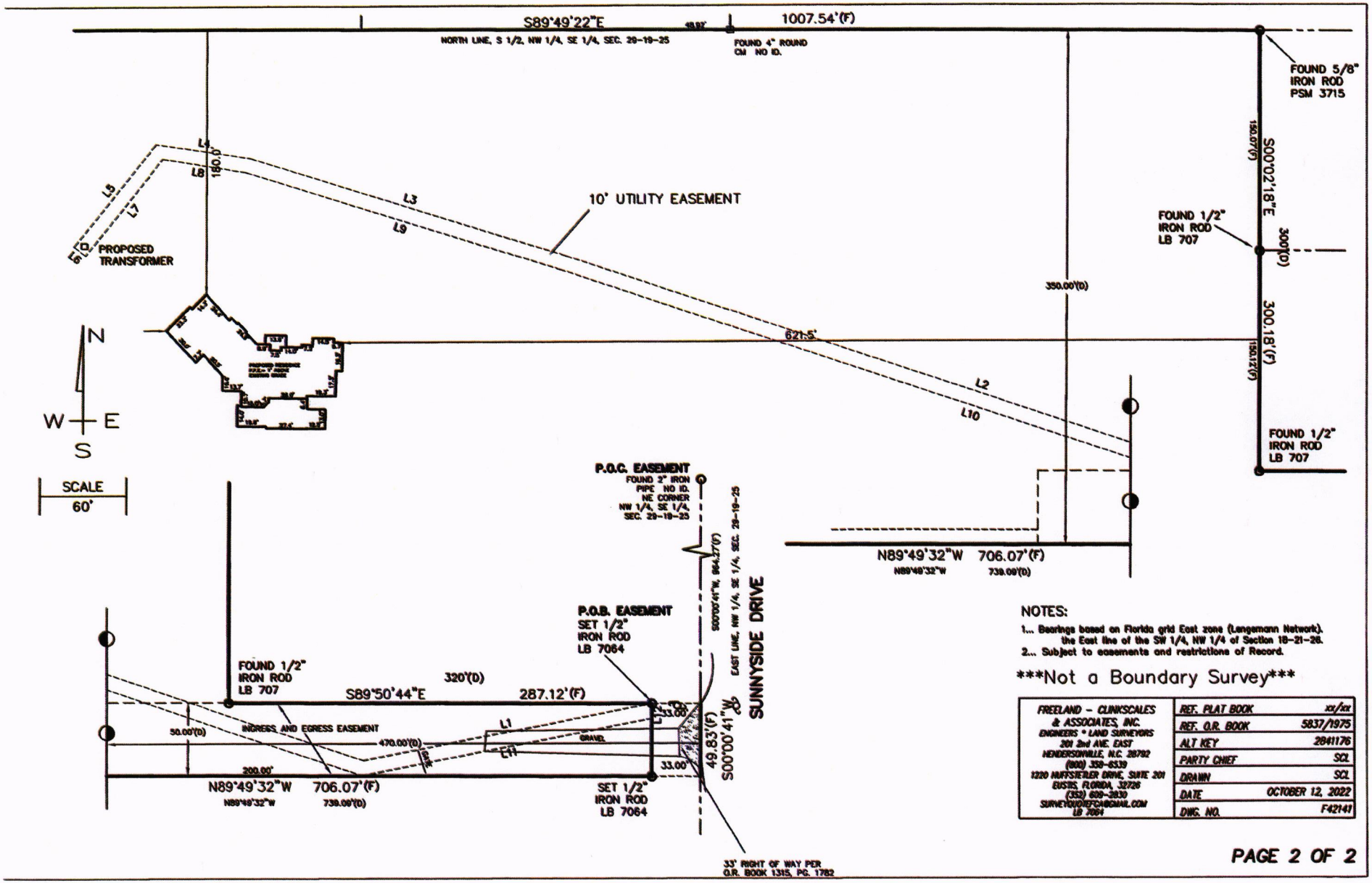
NOTES:

1... Bearings based on Florida grid East zone (Lengemann Network). the East line of the SW 1/4, NW 1/4 of Section 18-21-26.
2... Subject to easements and restrictions of Record.

Not a Boundary Survey

FREELAND - CLINKSCALES & ASSOCIATES, INC.
ENGINEERS * LAND SURVEYORS
201 2nd AVE. EAST
HENDERSONVILLE, N.C. 28792
(800) 358-6539
1220 HUFFSTETLER DRIVE, SUITE 201
EUSTIS, FLORIDA, 32726
(352) 609-2830
SURVEYJOJOTEFCA@GMAIL.COM
LB 7064

REF. PLAT BOOK	xx/xx
REF. O.R. BOOK	5837/1975
ALT KEY	2841176
PARTY CHIEF	SCL
DRAWN	SCL
DATE	OCTOBER 12, 2022
DWG. NO.	F42141



NOTES:

1... Bearings based on Florida grid East zone (Lengemann Network). the East line of the SW 1/4, NW 1/4 of Section 18-21-26.

2... Subject to easements and restrictions of Record.

Not a Boundary Survey

FREELAND - CLINKSCALES & ASSOCIATES, INC.
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201 2nd AVE. EAST
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1320 HUFFSTETLER DRIVE, SUITE 201
EUSTIS, FLORIDA, 32726
(352) 609-2830
SURVEYQUIETFCA@GMAIL.COM
LB 7064

REF. PLAT BOOK	xx/xx
REF. O.R. BOOK	5837/1975
ALT KEY	2841176
PARTY CHIEF	SCL
DRAWN	SCL
DATE	OCTOBER 12, 2022
DWG. NO.	F42141

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.13.

Meeting Date: November 28, 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 John R. Swisher and Heather Lynn Cloutier, for the purpose of granting the City an Easement over the property described therein; and providing an effective date.

Staff Recommendation:
Staff recommends accepting and approving the Resolution for a Utility Easement from John R. Swisher and Heather Lynn Cloutier, for the property described therein.

Analysis:
John R. Swisher, a single man, and Heather Lynn Cloutier, a single woman, as joint tenants with rights of survivorship, are 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 electric

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 JOHN R. SWISHER AND HEATHER LYNN CLOUTIER, 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 John R. Swisher, a single man, and Heather Lynn Cloutier, a single woman, as joint tenants with rights of survivorship, 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 28th 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 **JOHN R. SWISHER, a single man, and HEATHER LYNN CLOUTIER, a single woman, as joint tenants with rights of survivorship,** whose mailing address is 15 Freedom Way, New Sharon, ME 04955, ("**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.

GRANTOR:

Doreen Tewksbury
Signature
Doreen Tewksbury
Printed Name

Jo-Ann Glendinning
Signature
Jo-Ann Glendinning
Printed Name

JOHN R. SWISHER

STATE OF Florida
COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 31st day of October, 2022, by John R. Swisher, who is ☐ personally known to me or ☒ who produced the following identification: ME DL

Notary Public Signature
Theresa Dohrn
Notary Public Name

My Commission Number:
My Expiration Date:

THERESA DOHRN
Notary Public - State of Florida
Commission # HH 077476
My Comm. Expires Jan 5, 2025
Bonded through National Notary Assn.

(seal)

(SIGNATURE PAGE CONTINUES ON NEXT PAGE)

GRANTOR:

Doreen Tewksbury
Signature
Doreen Tewksbury
Printed Name

HEATHER LYNN CLOUTIER

Signature
Jo-Ann Glendinning
Printed Name

STATE OF Florida
COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization this 13th day of October, 2022, by Heather Lynn Cloutier, who is [ ] personally known to me or [X] who produced the following identification: ME DL

Notary Public Signature
Theresa Dohrn
Notary Public Name

My Commission Number:
My Expiration Date:

(seal)

THERESA DOHRN
Notary Public - State of Florida
Commission # HH 077476
My Comm. Expires Jan 5, 2025
Bonded through National Notary Assn.

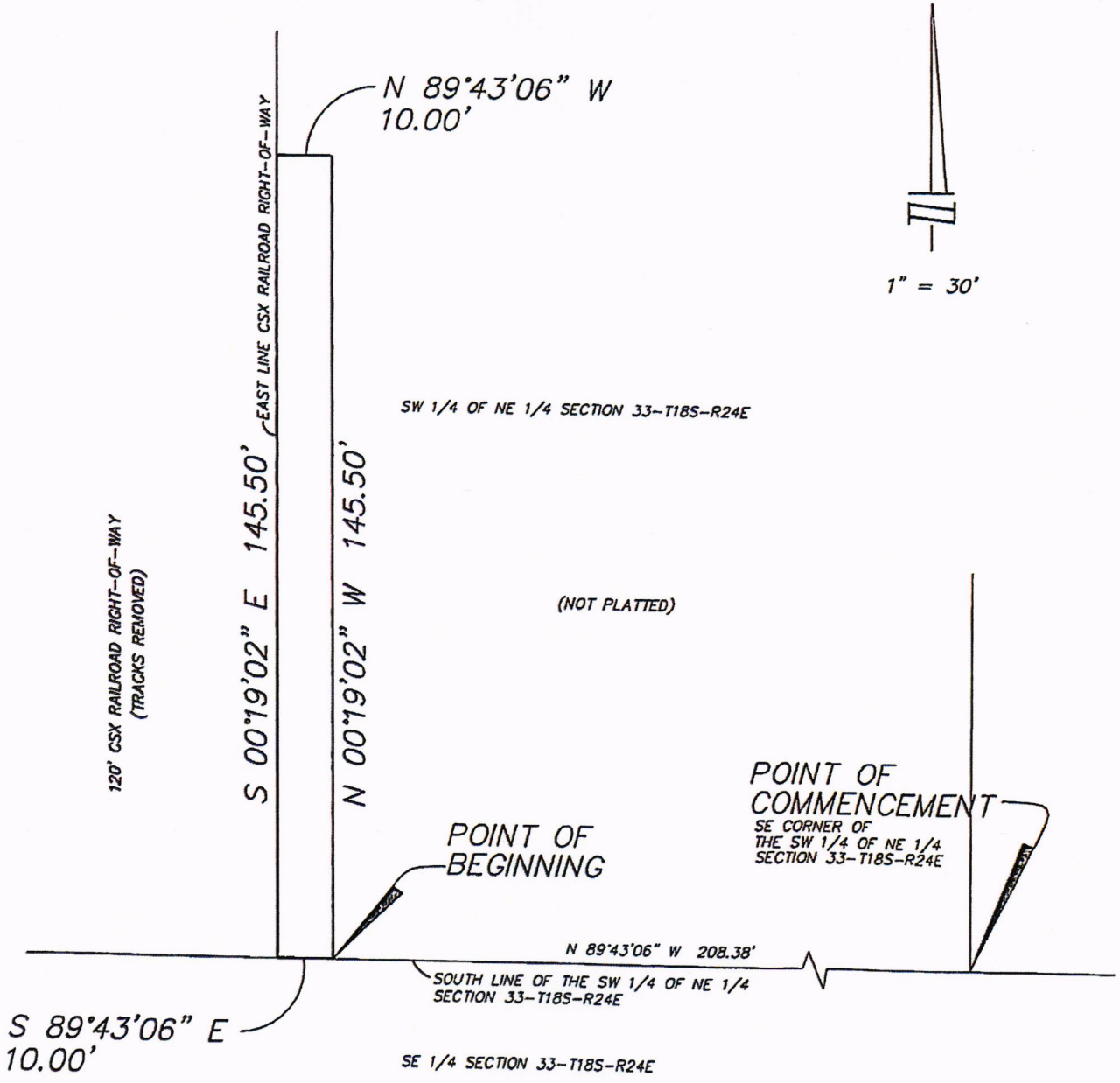
SKETCH AND DESCRIPTION

(THIS IS NOT A SURVEY)

10.00' UTILITY EASEMENT

2260 US HIGHWAY 441
FRUITLAND PARK, LAKE COUNTY, FLORIDA

EXHIBIT "A"



1" = 30'

SEE SHEET 1 FOR DESCRIPTION

06/24/2022

PROJECT: 22054 .

SHEET 2 OF 2

Associated Land Surveying & Mapping, Inc.

1681 POWELL STREET, LONGWOOD, FLORIDA 32750
PH (407) 869-5002, FAX (407) 869-8393
CERTIFICATE OF AUTHORIZATION # LB 6767

SKETCH AND DESCRIPTION

(THIS IS NOT A SURVEY)

10.00' UTILITY EASEMENT

2260 US HIGHWAY 441
FRUITLAND PARK, LAKE COUNTY, FLORIDA

EXHIBIT "A"

LEGAL DESCRIPTION

A PORTION OF THE SW 1/4 OF NE 1/4 SECTION 33, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; THENCE RUN N 89°43'06' W ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 33 A DISTANCE OF 208.38 FEET TO THE POINT OF BEGINING; THENCE DEPARTING SAID SOUTH LINE RUN N 00°19'02" W, A DISTANCE OF 145.50 FEET; THENCE RUN N 89°43'06" W, A DISTANCE OF 10.00 FEET TO A POINT ON THE EASTERLY LINE OF A 120' WIDE CSX RAILROAD RIGHT-OF-WAY; THENCE RUN S 00°19'02" E, ALONG SAID EAST LINE A DISTANCE OF 145.50 FEET TO SAID SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE ALONG SAID SOUTH LINE RUN S 89°43'06" E, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,455 SQUARE FEET, MORE OR LESS.

SURVEYOR'S NOTES

1) NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

2) THE LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD BY THIS FIRM.

3) THE BASIS OF BEARING IS GRID NORTH, STATE PLANE COORDINATE SYSTEM, FLORIDA EAST, NAD83, NGS ADJUSTMENT OF 2011. THE NORTH LINE OF THE NE 1/4 SECTION 33-T18S-R24E, BEARS S 89°51'38" E.

SEE SHEET 2 FOR SKETCH

PROJECT: 22054

06/24/2022

PREPARED BY:

I CERTIFY THAT THIS MEETS OR EXCEEDS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472, FLORIDA STATUTES.

DAVID M. McDERMOTT

FLORIDA REGISTERED SURVEYOR AND MAPPER CERTIFICATE No. 4779

Associated Land Surveying & Mapping, Inc.

1681 POWELL STREET, LONGWOOD, FLORIDA 32750
PH (407) 869-5002, FAX (407) 869-8393
CERTIFICATE OF AUTHORIZATION # LB 6767

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.A.1.

Meeting Date: November 28, 2022

From: Dan Miller, (Planning and Zoning Director)

Subject: 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 1; and providing an effective date. (Swan Capital)

Staff Recommendation:
The Planning and Zoning staff recommends approval of the proposed ordinance for annexation of the Swan Capital property.

Analysis:
The applicant has submitted a request for annexation of approximately 49 acres of land generally located west of County Road 44 and north and south of Seng Road, as shown on the attached General Location Map. At this time, the property has one residence and pasture land. The current zoning is Lake County R-1 (Rural Residential); the proposed zoning is City PUD (Planned Unit Development). The proposal for the property is for a single-family residential subdivision.

The property is surrounded by Lake County A (Agriculture), Lake County R-1 (Rural Residential) and Lake County R-2 (Estate Residential). 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 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 September 8, 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 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 1; AND PROVIDING AN EFFECTIVE DATE. (SWAN CAPITAL)

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 Swan Capital Partners, (Greg Beliveau, LPG Urban & Regional Planners, Inc, Agent) for the property hereinafter described, shall be annexed into the city limits of the City of Leesburg, Florida, which petition has heretofore been approved by the City Commission of the City of Leesburg, Florida, pursuant to the provisions of the Laws of Florida, the hereinafter described property is hereby annexed and made a part of the city limits of the City of Leesburg, Florida. The subject property lying and situated in Lake County, Florida, is more particularly described as:

Legal Description
(See Exhibit A);

Section 2.

All of the property, real and personal, within said annexed territory, described in Section 1 above, as provided by this ordinance, and the inhabitants thereof, shall be subject to the government, jurisdiction, powers, franchises, duties, and privileges of the City of Leesburg, Florida, and the said annexed property shall be liable, proportionately, for all of the present outstanding and existing, as well as future, indebtedness of the City of Leesburg, Florida; that all of the ordinances of the City of Leesburg, and all the laws heretofore passed by the Legislature of the State of Florida relating to and which now or hereafter constitute its Charter, shall apply to and have the same force and effect on such annexed

territory as if all such annexed territory had been a part of the City of Leesburg, Florida, at the time of the passage and approval of said laws and ordinances. The property annexed here by 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 28th day of November 2022.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

Exhibit A

LEGAL DESCRIPTION

A PARCEL OF LAND BEING ALL OF LOTS 2, 3, AND 5 AND A PORTION OF LOTS 1 AND 4, BLOCK 28, TOGETHER WITH ALL OF LOTS 8 AND 13 AND A PORTION OF LOTS 7 AND 14, BLOCK 18, TOGETHER WITH A PORTION OF SENG ROAD AND HILL ROAD, CORRECTED PLAT OF SILVER LAKE ESTATES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 10, PAGES 66-69, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:
BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 5 RUN N79°42'26"W ALONG THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 1,151.97 FEET TO THE SOUTHWEST CORNER OF SAID LOT 5; THENCE RUN N01°02'19"W ALONG THE WEST LINE OF SAID LOT 5, A DISTANCE OF 331.09 FEET TO THE NORTHWEST CORNER OF SAID LOT 5; THENCE RUN N89°40'32"E, A DISTANCE OF 116.19 FEET; THENCE RUN N16°44'51"E, A DISTANCE OF 991.41 FEET; THENCE RUN N73°21'26"W, A DISTANCE OF 126.71 FEET; THENCE RUN N00°01'21"E, A DISTANCE OF 334.09 FEET; THENCE RUN S89°46'35"E, A DISTANCE OF 896.81 FEET; THENCE RUN S71°07'24"E, A DISTANCE OF 528.44 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF COUNTY ROAD 44, SAID POINT LYING ON A NON-TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 2,951.05 FEET AND A CENTRAL ANGLE OF 06°52'36"; THENCE RUN THE FOLLOWING FOUR (4) COURSES ALONG SAID WEST RIGHT OF WAY LINE: RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 354.18 FEET (CHORD BEARING = S21°01'48"W, CHORD = 353.97 FEET); THENCE RUN S17°35'30"W, A DISTANCE OF 213.12 FEET; THENCE RUN S72°42'06"E, A DISTANCE OF 17.00 FEET; THENCE RUN S17°35'30"W, A DISTANCE OF 1,200.33 FEET TO THE POINT OF BEGINNING.
CONTAINING 49.00 ACRES, MORE OR LESS.

CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY

DATE: July 21, 2022
OWNER: Alexander Cruz & Dania Suarez, Patti Kauffman & Kellie Kennedy
PETITIONER: Swan Capital Partners
PROJECT: CR 44 / Silver Lake Property
REQUEST: Small Scale Comprehensive Plan Amendment to Estate Residential; Zoning to PUD (Planned Unit Development)
CASE NO.: SSCP 22-173; SPUD-22-174

GENERAL LOCATION: The property is generally located west of County Road 44 and north and south of Seng Road.

FUTURE LAND USE DESIGNATION: Lake County Rural Transition

SURROUNDING FUTURE LAND USE DESIGNATION:
North – Lake County Rural Transition
South – Lake County Rural Transition
East – Lake County Urban Low Density
West – Lake County Rural Transition

PROPOSED FUTURE LAND USE DESIGNATION: Estate Residential

EXISTING ZONING DESIGNATION: Lake County R-1 (Rural Residential)

SURROUNDING ZONING DESIGNATIONS:
North – Lake County A (Agriculture)
South – Lake County A (Agriculture)
East – Lake County R-1 (Rural Residential); Lake County R-2 (Estate Residential)
West – Lake County R-1 (Rural Residential)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

EXISTING LAND USE: One residence and pasture land

SURROUNDING LAND USE:
North – Residential; Pasture lands
South – Residential (vacant)
East – Residential subdivision
West – Orange grove

PROPOSED LAND USE: Residential subdivision

Aerial



Planning & Zoning Division

N
W E
S

0 160 320 480 640
Feet

Swan Capital CR 44
CR 44 and Seng Road
AK#: Portion of 3771627; Portion of 1273765; 1273773
Section 16, Township 19 South, Range 25 East
May 25, 2022

Commission District



Planning & Zoning Division

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W E
S

0 160 320 480 640
Feet

Swan Capital CR 44
CR 44 and Seng Road
AK#: Portion of 3771627; Portion of 1273765; 1273773
Section 16, Township 19 South, Range 25 East
May 25, 2022

Surrounding Land Uses



Planning & Zoning Division

N
W E
S

0 90 180 270 360
Feet

Swan Capital CR 44
CR 44 and Seng Road
AK#: Portion of 3771627; Portion of 1273765; 1273773
Section 16, Township 19 South, Range 25 East
May 25, 2022

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.A.2.

Meeting Date: November 28, 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 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)

Staff Recommendation:
The Planning & Zoning Staff and the Planning Commission recommend approval of the proposed small-scale comp plan amendment of the City's Future Land Use Map on 49 +/- acres from Lake County Rural Transition to City of Leesburg Estate Residential.

Analysis:
The project site is approximately 49 acres. The property is generally located west of County Road 44 and north and south of Seng Road. Currently, the property has one residence and pasture land. The proposed use is for a single-family residential subdivision. The surrounding Future Land Use Map designations of Lake County Rural Transition 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.

The Planning Commission held a public hearing on the application on September 8, 2022 and recommended approval.

Procurement Analysis:
N\A

Options:
1. Approve the requested small-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:
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 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)

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 49 acres of land generally located west of County Road 44 and north and south of Seng Road from Lake County Rural Transition to City of Leesburg Estate Residential, as shown on the revised map of said area, lying in Section 16, Township 19 South, Range 25 East, Lake County, Florida;

Section 2.
All ordinances or parts of ordinances in conflict the 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 28th day of November 2022.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

Exhibit A

LEGAL DESCRIPTION

A PARCEL OF LAND BEING ALL OF LOTS 2, 3, AND 5 AND A PORTION OF LOTS 1 AND 4, BLOCK 28, TOGETHER WITH ALL OF LOTS 8 AND 13 AND A PORTION OF LOTS 7 AND 14, BLOCK 18, TOGETHER WITH A PORTION OF SENG ROAD AND HILL ROAD, CORRECTED PLAT OF SILVER LAKE ESTATES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 10, PAGES 66-69, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:
BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 5 RUN N79°42'26"W ALONG THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 1,151.97 FEET TO THE SOUTHWEST CORNER OF SAID LOT 5; THENCE RUN N01°02'19"W ALONG THE WEST LINE OF SAID LOT 5, A DISTANCE OF 331.09 FEET TO THE NORTHWEST CORNER OF SAID LOT 5; THENCE RUN N89°40'32"E, A DISTANCE OF 116.19 FEET; THENCE RUN N16°44'51"E, A DISTANCE OF 991.41 FEET; THENCE RUN N73°21'26"W, A DISTANCE OF 126.71 FEET; THENCE RUN N00°01'21"E, A DISTANCE OF 334.09 FEET; THENCE RUN S89°46'35"E, A DISTANCE OF 896.81 FEET; THENCE RUN S71°07'24"E, A DISTANCE OF 528.44 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF COUNTY ROAD 44, SAID POINT LYING ON A NON-TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 2,951.05 FEET AND A CENTRAL ANGLE OF 06°52'36"; THENCE RUN THE FOLLOWING FOUR (4) COURSES ALONG SAID WEST RIGHT OF WAY LINE: RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 354.18 FEET (CHORD BEARING = S21°01'48"W, CHORD = 353.97 FEET); THENCE RUN S17°35'30"W, A DISTANCE OF 213.12 FEET; THENCE RUN S72°42'06"E, A DISTANCE OF 17.00 FEET; THENCE RUN S17°35'30"W, A DISTANCE OF 1,200.33 FEET TO THE POINT OF BEGINNING.
CONTAINING 49.00 ACRES, MORE OR LESS.

CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS

DATE:	August 18, 2022
OWNER:	Alexander Cruz & Dania Suarez, Patti Kauffman & Kellie Kennedy
PETITIONER:	Swan Capital Partners
PROJECT:	CR 44 / Silver Lake Property
REQUEST:	Small Scale Comprehensive Plan Amendment to Estate Residential
CASE NO.:	SSCP 22-173

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of this request for the following reason(s):

1. This project meets the requirements of Chapter 163.3187 Florida Statutes, for Small 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, Lake County Rural Transition and Lake County Urban Low Density.

3. The proposed Future Land Use Designation of Estate Residential is compatible with the proposed zoning of PUD (Planned Unit Development), and does not appear to create a detriment to the adjacent zoning districts of Lake County A (Agriculture), Lake County R-1 (Rural Residential) and Lake County R-2 (Estate Residential).

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 Future Land Use Map for the subject property from Lake County Rural Transition to City of Leesburg Estate Residential and forward to the City Commission for consideration.

CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY

DATE: June 23, 2022
OWNER: Alexander Cruz & Dania Suarez, Patti Kauffman & Kellie Kennedy
PETITIONER: Swan Capital Partners
PROJECT: CR 44 / Silver Lake Property
REQUEST: Small Scale Comprehensive Plan Amendment to Estate Residential; Zoning to PUD (Planned Unit Development)
CASE NO.: SSCP 22-173; PUD-22-174

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 6/17/22

FIRE

In reference to Case Number SSCP 22-173 & SPUD-22-174

NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2020 Edition. The subject property referenced in Case Number SSCP 22-173 & SPUD-22-174 is outside the recommended four-minute response time for initial responding fire apparatus. Amanda Stevenson 6/16/22

4.1 Fire Department Organizational Statement.

4.1.2.1
The fire department shall establish the following performance objectives for the first-due response zones that are identified by the AHJ:

(1) Alarm handling time completion in accordance with 4.1.2.3
(2) 80 seconds turnout time for fire and special operations response and 60 seconds turnout time for EMS response
(3)* 240 seconds or less travel time for the arrival of the first engine company at a fire suppression incident
(4) 360 seconds or less travel time for the arrival of the second company with a minimum staffing of 4 personnel at a fire suppression incident
(5) For other than high-rise, 480 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
(6) For high-rise, 610 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
(7) 240 seconds or less travel time for the arrival of a unit with first responder with automatic external defibrillator (AED) or higher-level capability at an emergency medical incident
(8) 480 seconds or less travel time for the arrival of an advanced life support (ALS) unit at an emergency medical incident, where this service is provided by the fire department provided a first responder with an AED or basic life support (BLS) unit arrived in 240 seconds or less travel time

ELECTRIC

Electric is ok with this. When this goes through the subdivision review, we will require easements. The property on the back side will need to be refed. Existing easements will need to be vacated. Steve Davis 6/9/22

GAS

Natural gas is available and directed per city ordinance. Thank you, Brandon Smith 6/20/22

GIS

Addressing/GIS has no comment. Mark Medley 6/10/22

BUILDING

No comments received as of 6/17/22

PUBLIC WORKS

Public Works has no issues with this item; however, as an internal note, this project may have impact on an existing water/sewer pioneering agreement. Clifford Kelsey 6/13/22

ADDRESSING

Addressing/GIS has no comment. Mark Medley 6/10/22

ECONOMIC DEVELOPMENT

No comments received as of 6/17/22

LAKE COUNTY PUBLIC WORKS

Lake County Public Works comment letter is attached. Please let me know if you have any questions. Thanks, Seth Lynch 6/17/22

LAKE COUNTY SCHOOLS

The proposed 196 single family unit residential project is subject to school concurrency review. Proportionate share mitigation may be required at time of submittal. I have attached a copy of the Adequate Public Facilities Determination for the project – for your file. Let me know if you have any questions. Helen LaValley 6/16/22

PUBLIC RESPONSES

Approval

no approvals

Disapproval

2 disapprovals 2 with comments

No comment

No comments received as of 6/17/22

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

John A. Ullrich Trustee – More congestion!

Renato Jaber – Cutrale owns and operates the property on the western boundary of the proposed development. The site is permitted by Florida Department of Environmental Protection and Lake County to operate as a Industrial wastewater disposal site and has been since the early eighties. Cutrale believes a residential development is incompatible with the IWW disposal site activities therefore disapproves of the development.

CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY

DATE: July 21, 2022
OWNER: Alexander Cruz & Dania Suarez, Patti Kauffman & Kellie Kennedy
PETITIONER: Swan Capital Partners
PROJECT: CR 44 / Silver Lake Property
REQUEST: Small Scale Comprehensive Plan Amendment to Estate Residential; Zoning to PUD (Planned Unit Development)
CASE NO.: SSCP 22-173; SPUD-22-174

GENERAL LOCATION: The property is generally located west of County Road 44 and north and south of Seng Road.

FUTURE LAND USE DESIGNATION: Lake County Rural Transition

SURROUNDING FUTURE LAND USE DESIGNATION:
North – Lake County Rural Transition
South – Lake County Rural Transition
East – Lake County Urban Low Density
West – Lake County Rural Transition

PROPOSED FUTURE LAND USE DESIGNATION: Estate Residential

EXISTING ZONING DESIGNATION: Lake County R-1 (Rural Residential)

SURROUNDING ZONING DESIGNATIONS:
North – Lake County A (Agriculture)
South – Lake County A (Agriculture)
East – Lake County R-1 (Rural Residential); Lake County R-2 (Estate Residential)
West – Lake County R-1 (Rural Residential)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

EXISTING LAND USE: One residence and pasture land

SURROUNDING LAND USE:
North – Residential; Pasture lands
South – Residential (vacant)
East – Residential subdivision
West – Orange grove

PROPOSED LAND USE: Residential subdivision

Aerial



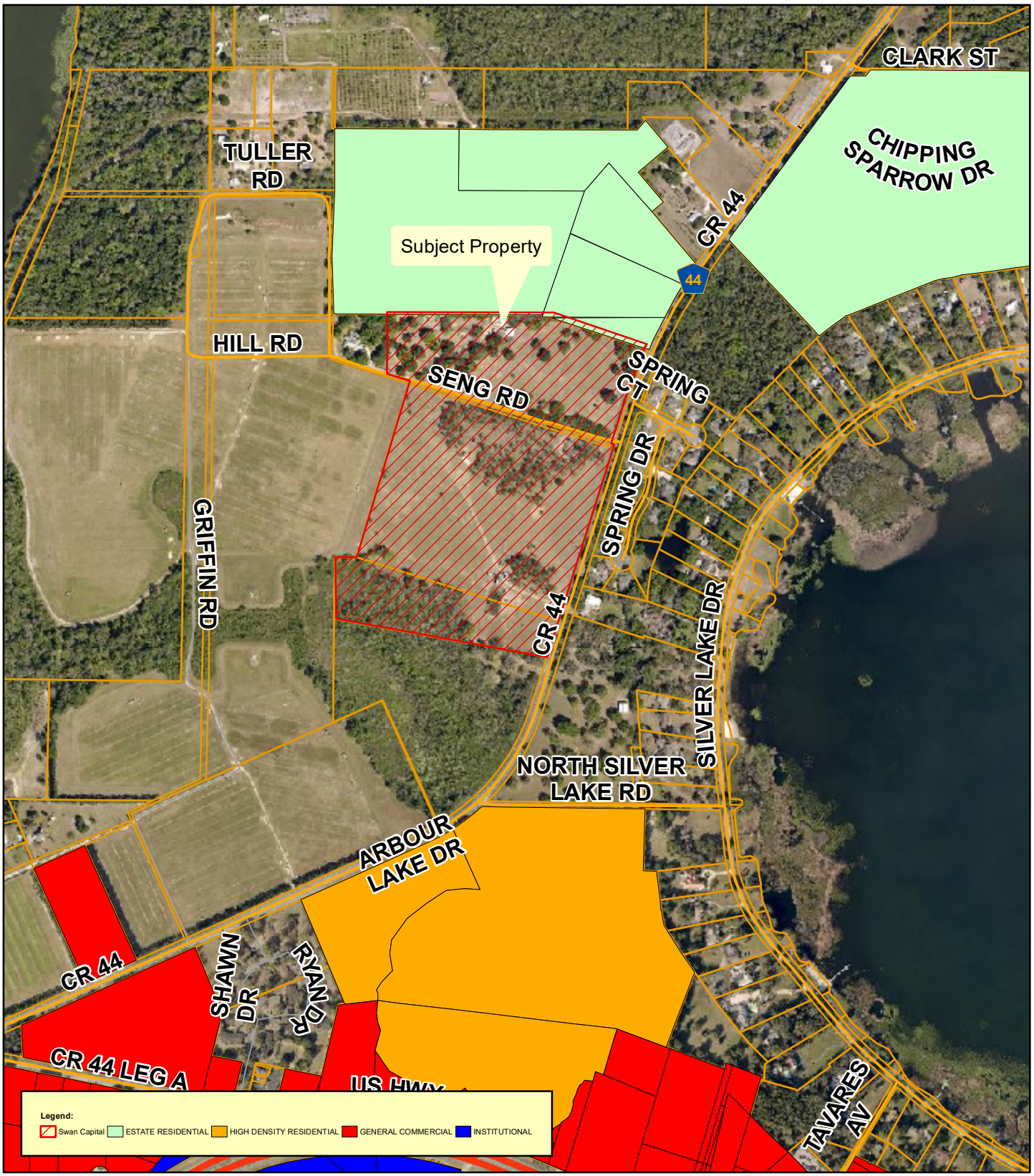
Planning & Zoning Division

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Swan Capital CR 44
CR 44 and Seng Road
AK#: Portion of 3771627; Portion of 1273765; 1273773
Section 16, Township 19 South, Range 25 East
May 25, 2022

Future Land Use



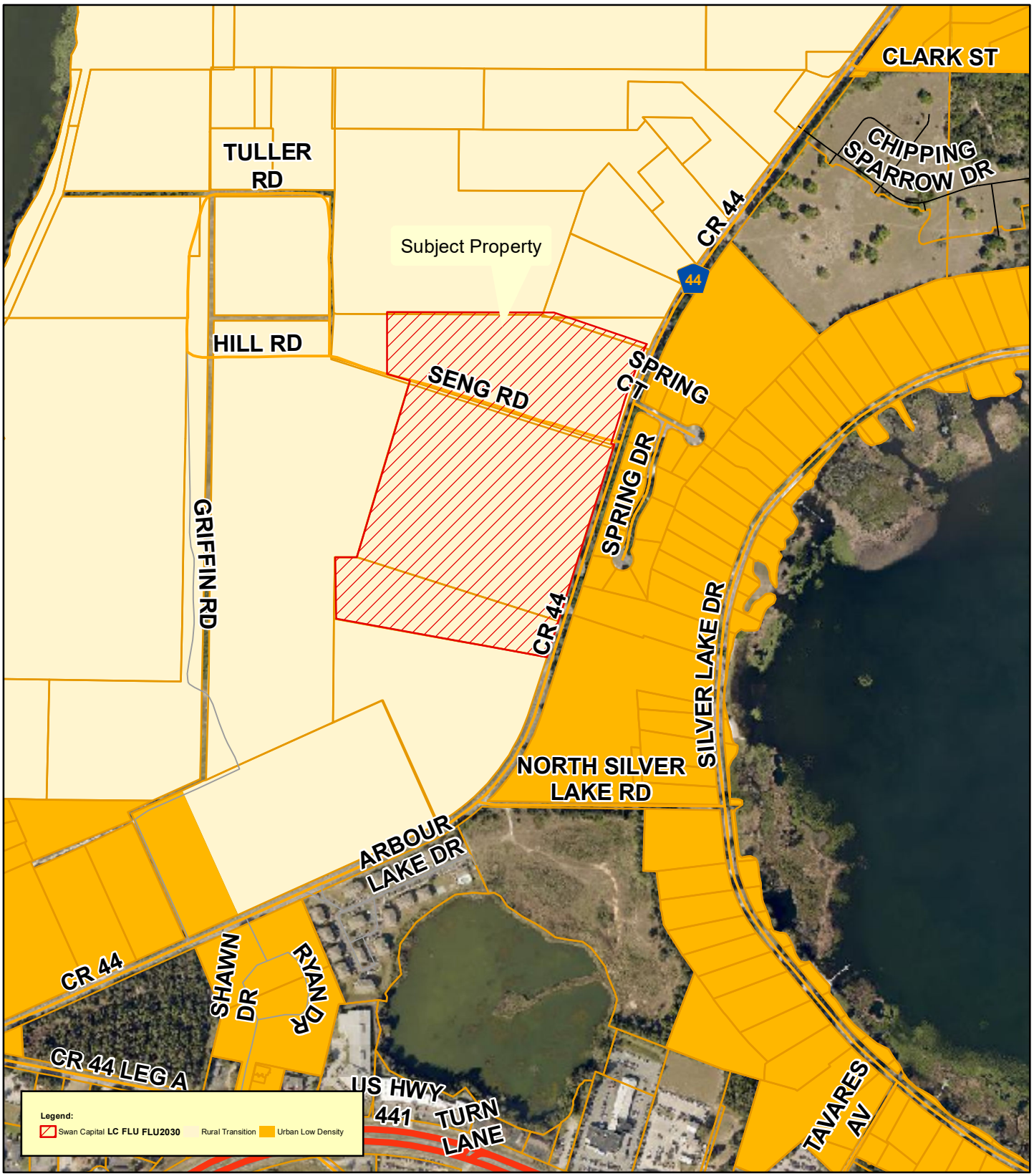
Planning & Zoning Division

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Feet

Swan Capital CR 44
CR 44 and Seng Road
AK#: Portion of 3771627; Portion of 1273765; 1273773
Section 16, Township 19 South, Range 25 East
May 25, 2022

Lake County Future Land Use



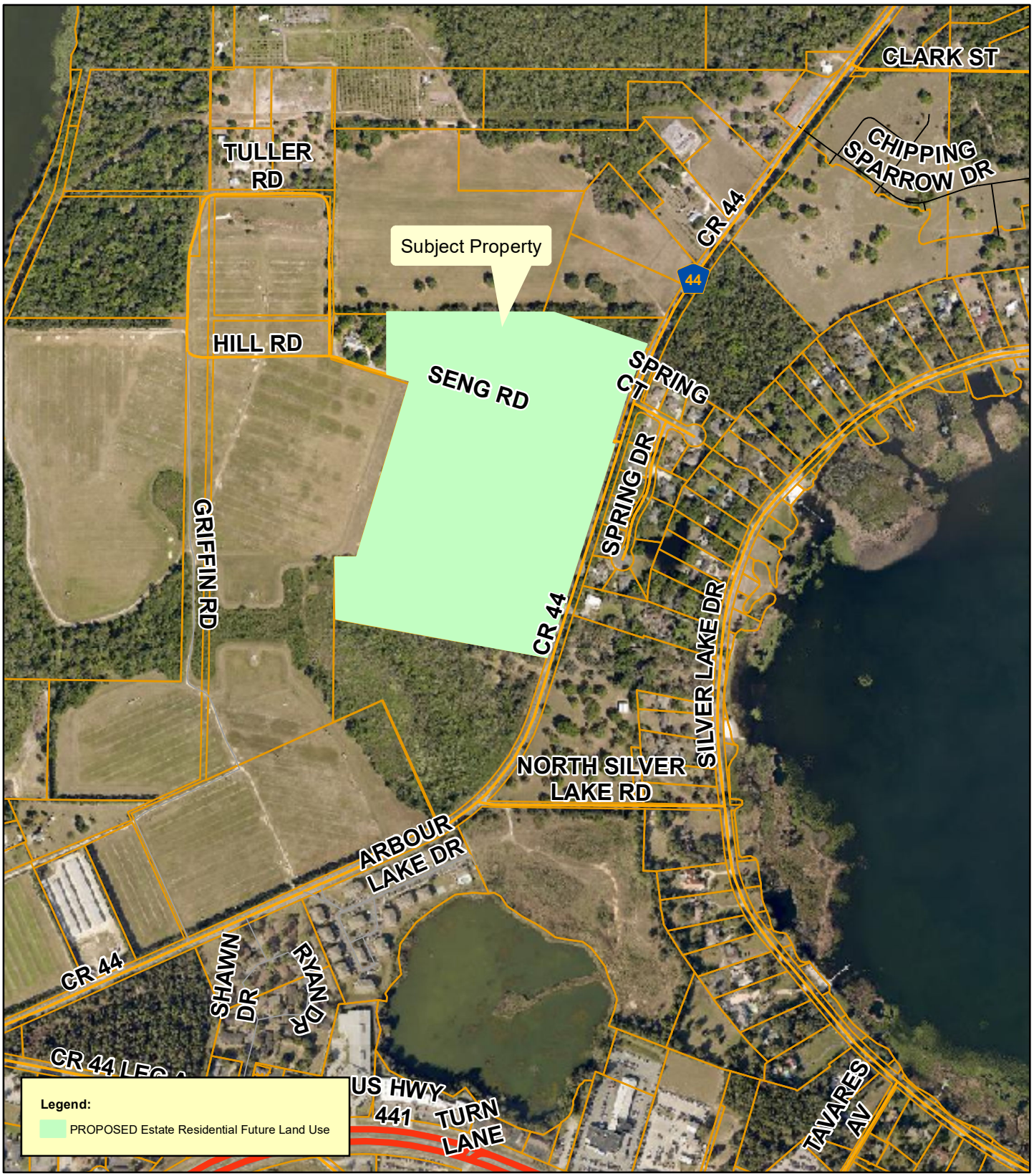
Planning & Zoning Division

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Feet

Swan Capital CR 44
CR 44 and Seng Road
AK#: Portion of 3771627; Portion of 1273765; 1273773
Section 16, Township 19 South, Range 25 East
May 25, 2022

PROPOSED Future Land Use



Planning & Zoning Division

N
W E
S

0 160 320 480 640
Feet

Swan Capital CR 44
CR 44 and Seng Road
AK#: Portion of 3771627; Portion of 1273765; 1273773
Section 16, Township 19 South, Range 25 East
May 25, 2022

Surrounding Land Uses



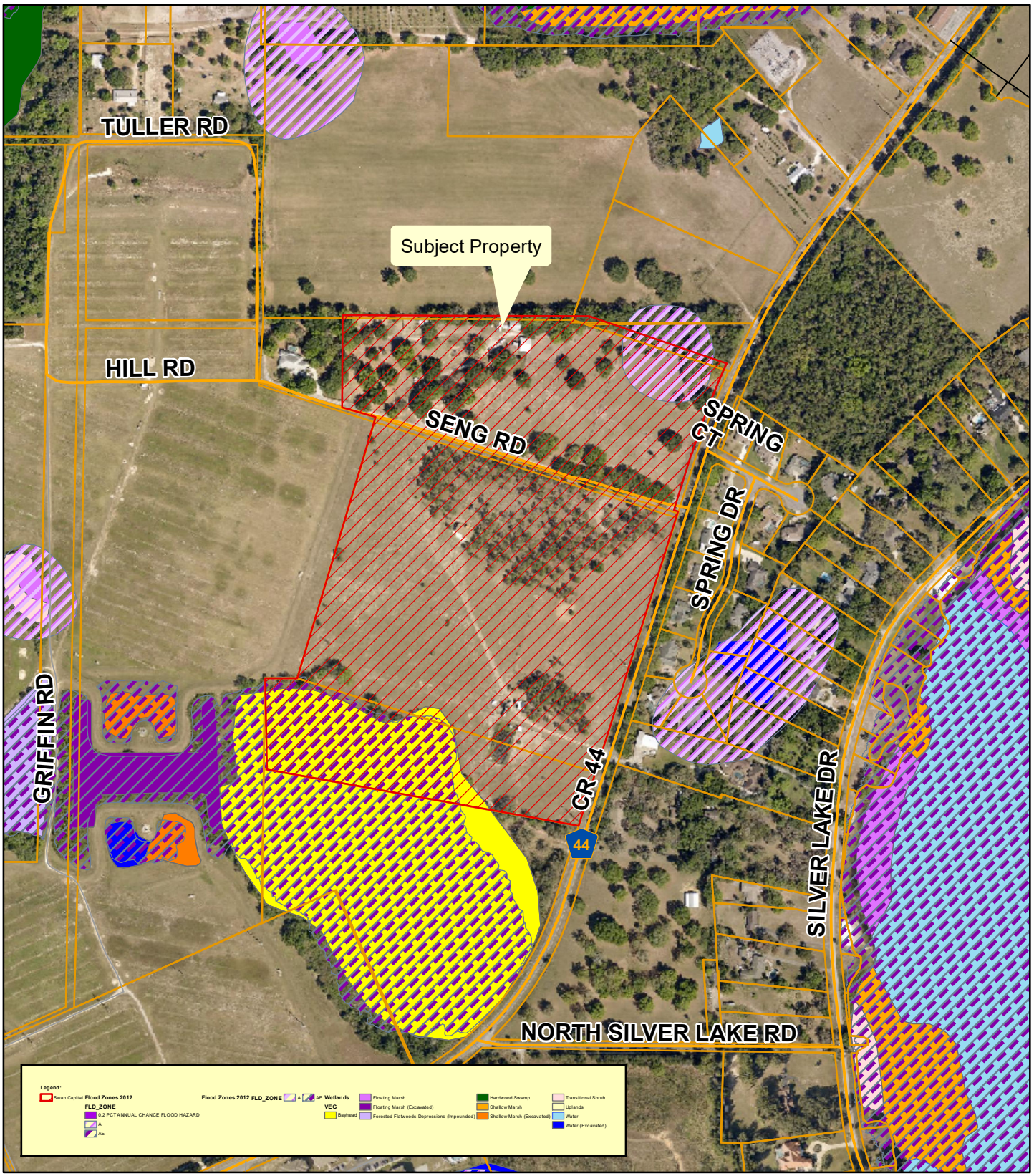
Planning & Zoning Division

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Feet

Swan Capital CR 44
CR 44 and Seng Road
AK#: Portion of 3771627; Portion of 1273765; 1273773
Section 16, Township 19 South, Range 25 East
May 25, 2022

Wetlands and Flood Zones



Planning & Zoning Division

N
W E
S

0 110 220 330 440
Feet

Swan Capital CR 44
CR 44 and Seng Road
AK#: Portion of 3771627; Portion of 1273765; 1273773
Section 16, Township 19 South, Range 25 East
May 25, 2022

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.A.3.

Meeting Date: November 28, 2022

From: Dan Miller, (Planning and Zoning Director)

Subject: 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)

Staff Recommendation:
Planning and Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from Lake County R-1 (Rural Residential) to City of Leesburg PUD (Planned Unit Development) to allow for single-family residential development.

Analysis:
The project site is approximately 49 +/- acres, and is generally located west of County Road 44 and north and south of Seng Road as shown on the attached maps. At this time, the property has one residence and pasture land. The proposal will allow for a single-family residential development. The existing land uses surrounding the property are residential, pasture lands, vacant residential, and an orange grove. City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on September 8, 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 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)

BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA, that:

Section 1.
Based upon the petition of Swan Capital Partners, **(Greg Beliveau, LPG Urban & Regional Planners, Inc, Agent)** petitioner of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from Lake County R-1 (Rural Residential) 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 28th day of November 2022.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

Exhibit A

LEGAL DESCRIPTION

A PARCEL OF LAND BEING ALL OF LOTS 2, 3, AND 5 AND A PORTION OF LOTS 1 AND 4, BLOCK 28, TOGETHER WITH ALL OF LOTS 8 AND 13 AND A PORTION OF LOTS 7 AND 14, BLOCK 18, TOGETHER WITH A PORTION OF SENG ROAD AND HILL ROAD, CORRECTED PLAT OF SILVER LAKE ESTATES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 10, PAGES 66-69, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:
BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 5 RUN N79°42'26"W ALONG THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 1,151.97 FEET TO THE SOUTHWEST CORNER OF SAID LOT 5; THENCE RUN N01°02'19"W ALONG THE WEST LINE OF SAID LOT 5, A DISTANCE OF 331.09 FEET TO THE NORTHWEST CORNER OF SAID LOT 5; THENCE RUN N89°40'32"E, A DISTANCE OF 116.19 FEET; THENCE RUN N16°44'51"E, A DISTANCE OF 991.41 FEET; THENCE RUN N73°21'26"W, A DISTANCE OF 126.71 FEET; THENCE RUN N00°01'21"E, A DISTANCE OF 334.09 FEET; THENCE RUN S89°46'35"E, A DISTANCE OF 896.81 FEET; THENCE RUN S71°07'24"E, A DISTANCE OF 528.44 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF COUNTY ROAD 44, SAID POINT LYING ON A NON-TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 2,951.05 FEET AND A CENTRAL ANGLE OF 06°52'36"; THENCE RUN THE FOLLOWING FOUR (4) COURSES ALONG SAID WEST RIGHT OF WAY LINE: RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 354.18 FEET (CHORD BEARING = S21°01'48"W, CHORD = 353.97 FEET); THENCE RUN S17°35'30"W, A DISTANCE OF 213.12 FEET; THENCE RUN S72°42'06"E, A DISTANCE OF 17.00 FEET; THENCE RUN S17°35'30"W, A DISTANCE OF 1,200.33 FEET TO THE POINT OF BEGINNING.
CONTAINING 49.00 ACRES, MORE OR LESS.

Case #PUD 22-174 **EXHIBIT A**

CR 44 SILVER LAKE PROPERTY (SWAN CAPITAL)
PUD (PLANNED UNIT DEVELOPMENT CONDITIONS)
August 18, 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 **Swann Capital Partners, LLC, 1600 East 8th Avenue, Suite A200, Tampa, Florida, 33605 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 Planned Unit Development (PUD) zoning district to allow future construction of a proposed residential development consisting of approximately 49 acres containing a maximum of either 162 single family units (Concept A); or a maximum of 135 detached single-family residential units and a maximum of 60 attached single-family units (Concept B), on a site generally located west of County Road 44 and north and south of Seng 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 **Swann Capital Partners, LLC, 1600 East 8th Avenue, Suite A200, Tampa, Florida, 33605 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 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 49 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 (Concept A and B)
2. Attached single family units (Townhouses, Concept B)
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

The property shall be developed under the following standards

A. The project shall contain a maximum of 162 detached single-family residential units at a gross density not to exceed 3.3 units per acre on the approximately 49-acre site.

B. A mix of lot sizes is required as shown below. All lots shall be equal to or larger than the required minimums. The developer has the flexibility to exchange 20% of the single family detached lot sizes as long as the overall approved density for Concept A does not respectively exceed 3.3 dwelling units per acre.

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:

1. <u>For 50-foot lots:</u>
   a. No more than 60 lots shall have a minimum lot width of fifty (50) feet.

b. Minimum house size: 1,500 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 lot size shall be 5,500 square feet.
e. Minimum lot width 50 feet
f. Minimum lot depth 110 feet
g. 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. <u>For 60-foot lots:</u>
a. No less than 102 lots shall have a minimum lot width of sixty (60) feet.
b. Minimum house size: 1,700 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 lot size shall be 6,600 square feet.
e. Minimum width 60 feet
f. Minimum depth 110 feet
g. 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.

3. <u>For all structures:</u>
a. Each single family detached residential structure shall have a minimum two car garage.
b. Each single family attached residential structure shall have a minimum one car garage
c. Each single family detached lot of less than sixty (60) feet in width shall have gutters constructed on the primary structure to direct stormwater away from the foundation. All single family attached structures shall have gutters constructed on the primary structure to direct stormwater away from the foundation.
d. Minimum distance between structures shall be as noted in in Section B *Development Standards* contained herein; as measured from building wall to building wall.
e. Roof overhang shall not exceed forty (40) percent of the distance between the building wall and the property line.
f. Maximum building height: two (2) stories or 35 feet.

g. 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.
h. 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.
i. Solid roof structures attached to the residence must meet the required rear setback as noted under "Minimum building setbacks."
j. 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.

E. Spray Field Notice to Subsequent Buyers – Each contract for sale of property within this development shall have a clause noting the adjacent spray field (industrial) use, as shown in Exhibit F attached hereto.

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 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 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 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.

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.

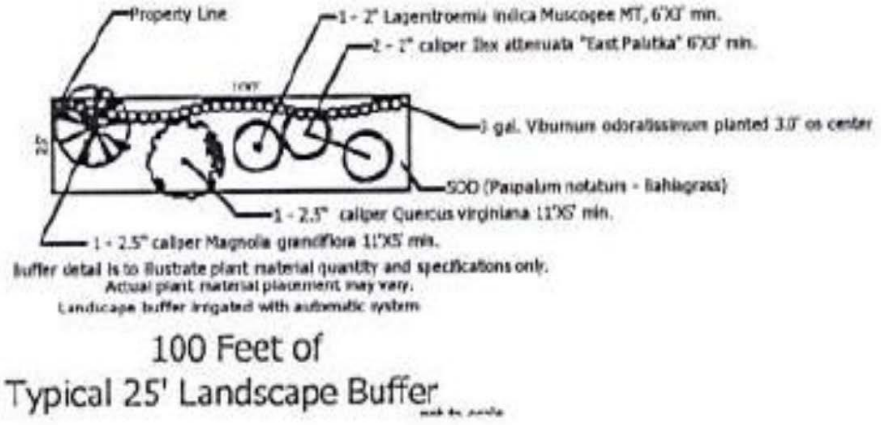
E. Land uses allowed within the upland buffers are limited to hiking trails, walkways, passive recreation activities and stormwater facilities as permitted by St. Johns River Water Management District.

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, 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. 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. The main access point on State Road 44 shall be constructed as a "boulevard-type" roadway, having a landscaped median area of at least eight (8) feet in width, and 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 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.

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 Director 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. 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 be of sufficient width to 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 39,000 square feet (0.9 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 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.

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**
(from Conceptual Site Plan)

LEGAL DESCRIPTION

A PARCEL OF LAND BEING ALL OF LOTS 2, 3, AND 5 AND A PORTION OF LOTS 1 AND 4, BLOCK 18, TOGETHER WITH ALL OF LOTS 8 AND 13 AND A PORTION OF LOTS 7 AND 14, BLOCK 18, TOGETHER WITH A PORTION OF SENG ROAD AND HILL ROAD, CORRECTED PLAT OF SILVER LAKE ESTATES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 10, PAGES 66-69, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 5 RUN N79°42'26"W ALONG THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 1,151.97 FEET TO THE SOUTHWEST CORNER OF SAID LOT 5; THENCE RUN N01°02'19"W ALONG THE WEST LINE OF SAID LOT 5, A DISTANCE OF 331.09 FEET TO THE NORTHWEST CORNER OF SAID LOT 5; THENCE RUN N89°40'32"E, A DISTANCE OF 116.19 FEET; THENCE RUN N16°44'51"E, A DISTANCE OF 991.41 FEET; THENCE RUN N79°21'26"W, A DISTANCE OF 126.71 FEET; THENCE RUN N00°01'21"E, A DISTANCE OF 334.09 FEET; THENCE RUN S89°46'35"E, A DISTANCE OF 896.81 FEET; THENCE RUN S71°07'24"E, A DISTANCE OF 528.44 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF COUNTY ROAD 44, SAID POINT LYING ON A NON-TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 2,951.05 FEET AND A CENTRAL ANGLE OF 06°52'36"; THENCE RUN THE FOLLOWING FOUR (4) COURSES ALONG SAID WEST RIGHT OF WAY LINE: RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 354.18 FEET (CHORD BEARING = S21°01'48"W, CHORD = 353.97 FEET); THENCE RUN S17°35'30"W, A DISTANCE OF 213.12 FEET; THENCE RUN S72°42'06"E, A DISTANCE OF 17.00 FEET; THENCE RUN S17°35'30"W, A DISTANCE OF 1,200.33 FEET TO THE POINT OF BEGINNING.

CONTAINING 49.00 ACRES, MORE OR LESS.

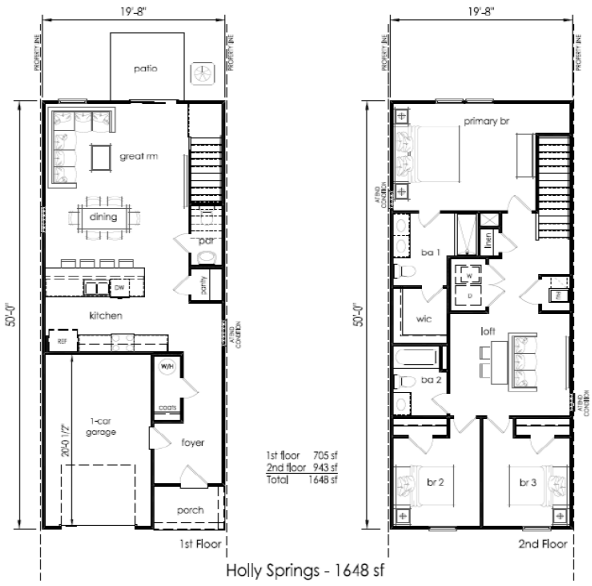
EXHIBIT C **CONCEPTUAL SITE PLAN**

(to be revised to meet PUD standards as needed)







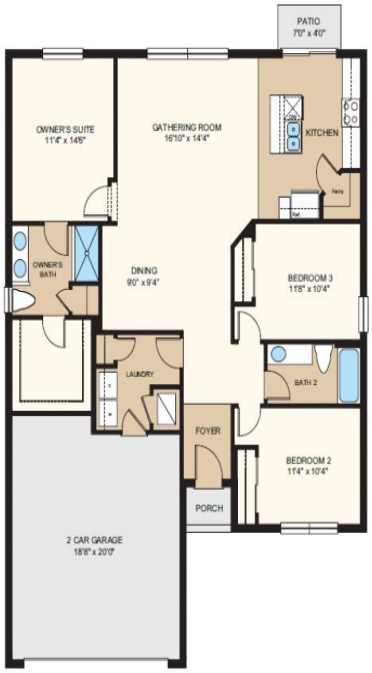


The Holly Springs – 3 Bed, Three Bath, Two Car Garage, Two-Story Townhome – 1,648 Sq. Ft.


ELEVATION A


ELEVATION B


ELEVATION C



The Ambrosia – 3 Bed, Two Bath, Two Car Garage, One-Story – 1,500 Sq. Ft.



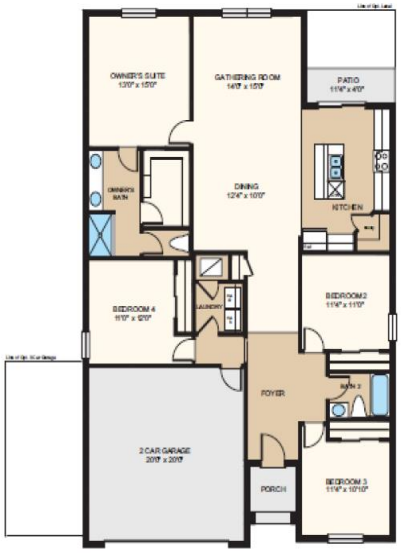
ELEVATION A



ELEVATION B

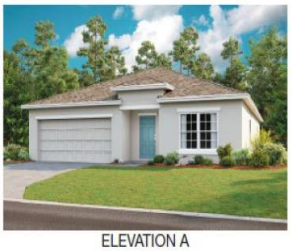


ELEVATION C



FIRST FLOOR

The Cypress – 4 Bed, Two Bath, Two Car Garage, One-Story – 1,848 Sq. Ft.



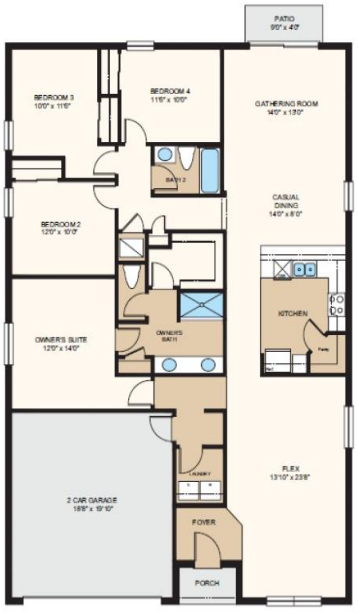
ELEVATION A



ELEVATION B



ELEVATION C



The Seneca – 4 Bed, Two Bath, Two Car Garage, One-Story – 1,974 Sq. Ft.



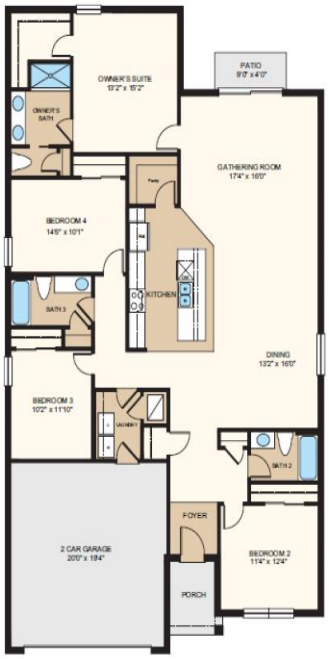
ELEVATION A



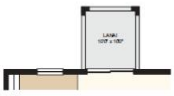
ELEVATION B



ELEVATION C



The Magnolia – 4 Bed, Three Bath, Two Car Garage, One-Story – 2,106 Sq. Ft.



Optional Lanai





Optional 3 Car Garage
(Option Availability Limited By Homesite)



ELEVATION A

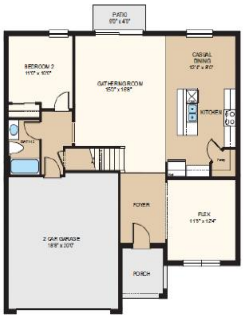


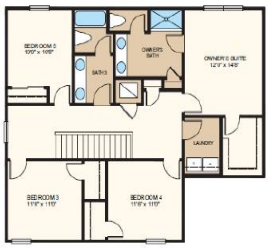
ELEVATION B



ELEVATION C

The Redbud – 4 Bed, Three Bath, Two Car Garage, Two-Story – 2,143 Sq. Ft.







ELEVATION A



Optional 3 Car Garage

FIRST FLOOR



ELEVATION B



ELEVATION C

The Azalea – 5 Bed, Three Bath, Two Car Garage, Two-Story – 2,287 Sq. Ft.

EXHIBIT E **DARK SKY LIGHTING (Acceptable designs)**

[redacted]

TYPICAL DARK SKY LIGHTING FIXTURES



EXHIBIT F

NOTICE OF INDUSTRIAL USE

This notice is provided to declare that the Swan Silver Lake subdivision, as described herein, and generally located west of County Road 44 and north and south of Seng Road, in Section 16, Township 19 South, Range 24 East as shown in the Public Records of Lake County, Florida, does lie adjacent to property currently planned, developed and used for industrial purposes. Purchasers of property within this subdivision do hereby accept and understand that said adjacent property shall continue to be used for industrial purposes and uses, and that said uses shall can create dust, noise and vibration in daily use. A copy of this NOTICE OF ADJACENT INDUSTRIAL USE, shall accompany all present and future sales for the Windy Oaks Development.

_____/_____
Property Purchaser/Date
Swan Silver Lake Subdivision
Section 16 Twp 19 Sout Rge 24 East
Leesburg, Florida

Owner:
Kauffman Patti A
PO Box 895127
Leesburg, FL 34789

Petetioner:
Swan Capital Partners, LLC
1600 East 8th Avenue, Suite A200
Tampa, FL 33605

Applicant:
LPG Urban and Regional Planners, Inc.
c/o Greg Beliveau
1162 Camp Avenue
Mount Dora, Florida 32757
(352)-385-1940



Location

Notes:

Total Acreage:	49+- Acres (2,134,440 sf)
Wetlands:	4.68+- Acres (261,360 sf)
Developable Acreage:	44.32+- Acres (1,930,579 sf)
Zoning of Parcel:	L.C. R-1, L.C. A
Proposed Zoning:	Leesburg PUD
FLU of Parcel:	L.C. Rural Transition
Proposed FLU:	Leesburg Estate Density
	Proposed Density - 3.3 Units/Acre
	Total Units: 162

Open Space Required: 14.7 Acres (30%)
Open Space Provided: Open - 4.13 ac, Wetlands - 4.68 ac, Buffers - 3.34 ac, Parks- .73 ac, WRA 4.13 ac, Total Open Space: 17.01 (35%)
Max ISR: 65%
Proposed ISR: 29%
Buffers:

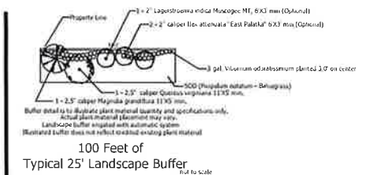
North - 25' Landscape Buffer
South - 25' Landscape Buffer, Natural Wetlands
East - 25' Landscape Buffer
West - 25' Landscape Buffer

Seng Road will be improved to meet minimum roadway standards.

Typical SF Setbacks 50's:
Front - 25'
Side - 5'
Rear - 15'
Accessory Structures 5' Side/Rear

Typical SF Setbacks 60's:
Front - 25'
Side - 7.5'
Rear - 15'
Accessory Structures 5' Side/Rear

Maximum allowable building height 35'/2 Story
Perimeter Property Boundary Setbacks: 25'
Utilities, water, sewer and fire protection will be provided by City of Leesburg.
Stormwater mangement will be through a system of swales and retention ponds as required.
Existing vegetation to be utilized in landscape buffers wherever possible.
*This plan is conceptual in nature and is subject to change due to engineering and other influences.



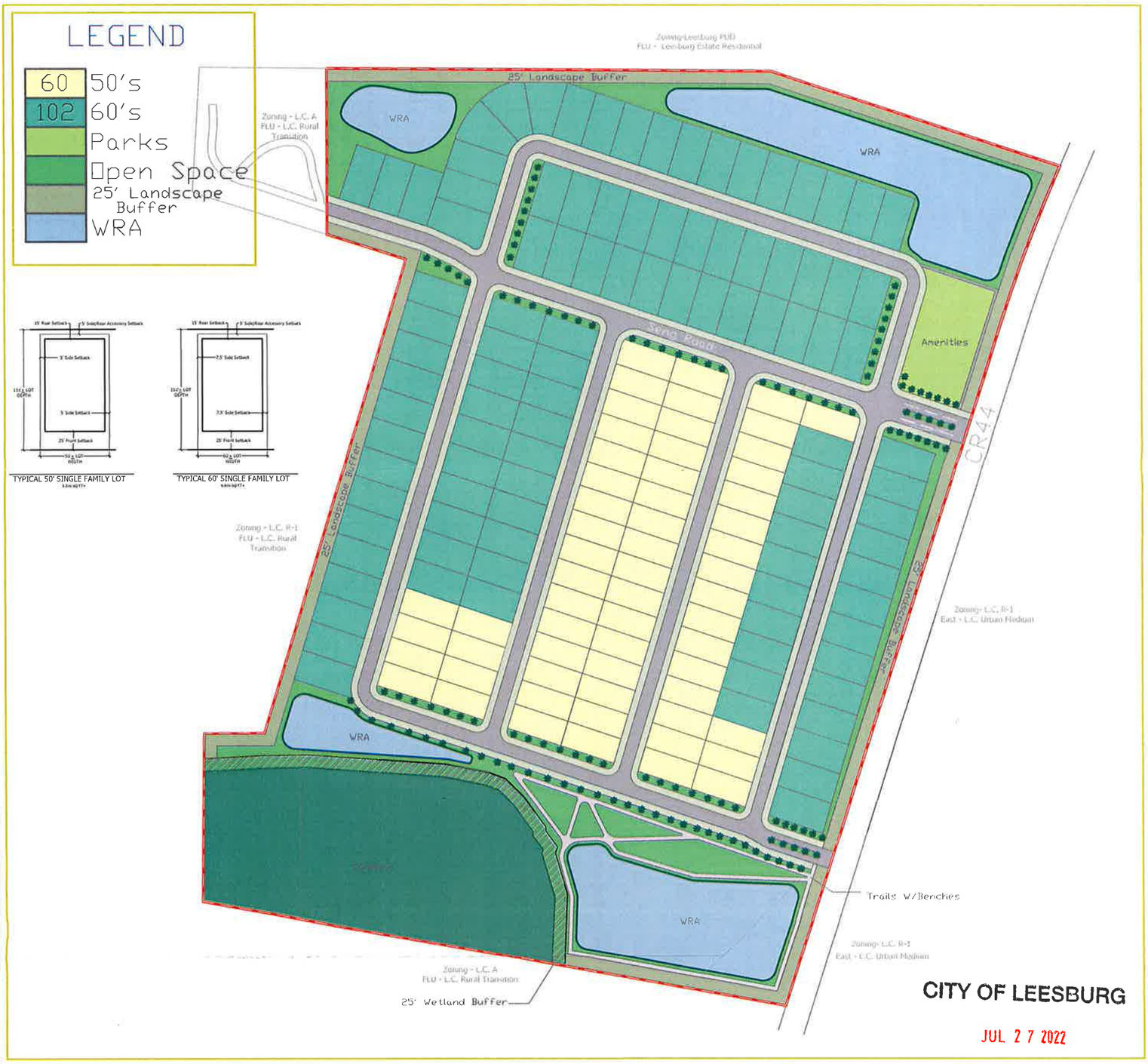
Buffer detail is to illustrate plant material quantity and specifications only. Actual plant material placement may vary.
Landscape buffer irrigated with automatic system
Illustrated buffer does not reflect installed existing plant material

100 Feet of
Typical 25' Landscape Buffer
not to scale

A PARCEL OF LAND BEING ALL OF LOTS 2, 3, AND 5 AND A PORTION OF LOTS 1 AND 4, BLOCK 28, TOGETHER WITH ALL OF LOTS 6 AND 13 AND A PORTION OF LOTS 7 AND 14, BLOCK 28, TOGETHER WITH A PORTION OF SENG ROAD AND HILL ROAD, CORRECTED PLAT OF SILVER LAKE ESTATES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 10, PAGES 56 69, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 3 RUN N79° 43'28 "W ALONG THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 1,151 97 FEET TO THE SOUTHWEST CORNER OF SAID LOT 5; THENCE RUN N67°02'19"W ALONG THE WEST LINE OF SAID LOT 5, A DISTANCE OF 331 09 FEET TO THE NORTHWEST CORNER OF SAID LOT 5; THENCE RUN N89°40'32"E, A DISTANCE OF 116 39 FEET; THENCE RUN N35°48'53"E, A DISTANCE OF 991 41 FEET; THENCE RUN N73°31'26 "W, A DISTANCE OF 116.76 FEET; THENCE RUN N00 01'21"E, A DISTANCE OF 314 09 FEET; THENCE RUN S89°46 35"E, A DISTANCE OF 896 81 FEET; THENCE RUN S7°07'24"E, A DISTANCE OF 538 44 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF COUNTY ROAD 44, SAID POINT LYING ON A NON TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 2,951 05 FEET AND A CENTRAL ANGLE OF 06°32 36"; THENCE RUN THE FOLLOWING FOUR (4) COURSES ALONG SAID WEST RIGHT OF WAY LINE: RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 336.28 FEET (CHORD BEARING = S22°07'48"W, CHORD = 336.09 FEET), THENCE RUN S19°25'30"W, A DISTANCE OF 213.22 FEET; THENCE RUN S72°42 04 "E, A DISTANCE OF 17.00 FEET; THENCE RUN S13°35 58"W, A DISTANCE OF 3,200.33 FEET TO THE POINT OF BEGINNING.

CONTAINING 49.00 ACRES, MORE OR LESS.



CITY OF LEESBURG
JUL 27 2022
RECEIVED

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Scale: 1:100

Swan Capital

Morningside

Concept Option A

Lake County, FL

LPG
Urban & Regional Planners, Inc.
1162 CAMP AVENUE - MT. DORA, FL 32757
(352)385-1940 / FAX (352)383-4824
PROJ.: 1956-1
Date: July 11th, 2022

1 of 1

Owner:
Kauffman Patti A
PO Box 895127
Leesburg, FL 34789

Petetioner:
Swan Capital Partners, LLC
1600 East 8th Avenue, Suite A200
Tampa, FL 33605

Applicant:
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Open Space Provided: Open- 4.6 ac, Wetlands- 4.68 ac, Buffers- 3.34 ac, Parks- .73 ac, WRA 4.13 ac, Total Open Space: 17.48 (35%)
Max ISR: 65%
Proposed ISR: 27%
Buffers:
North - 25' Landscape Buffer
South - 25' Landscape Buffer, Natural Wetlands
East - 25' Landscape Buffer
West - 25' Landscape Buffer

Seng Road will be improved to meet minimum roadway standards.

Typical SF Setbacks 50's:
Front- 25'
Side 5'
Rear 15'
Accessory Structures 5' Side/Rear

Typical SF Setbacks 60's:
Front- 25'
Side 7.5'
Rear 15'
Accessory Structures 5' Side/Rear

Typical TH Setbacks:
Front- 20'
Side 10' between pads
Side 12.5' building to street
Side 0' between units
Rear 15' (5' for patio, pool and screen structures

The side setback for 3 car garage will be 5' at the garage and 7.5' at the principal structure.
Maximum allowable building height 35'/2 Story
Perimeter Property Boundary Setbacks: 25'
Utilities, water, sewer and fire protection will be provided by City of Leesburg.
Stormwater mangement will be through a system of swales and retention ponds as required.
Existing vegetation to be utilized in landscape buffers wherever possible.
*This plan is conceptual in nature and is subject to change due to engineering and other influences.



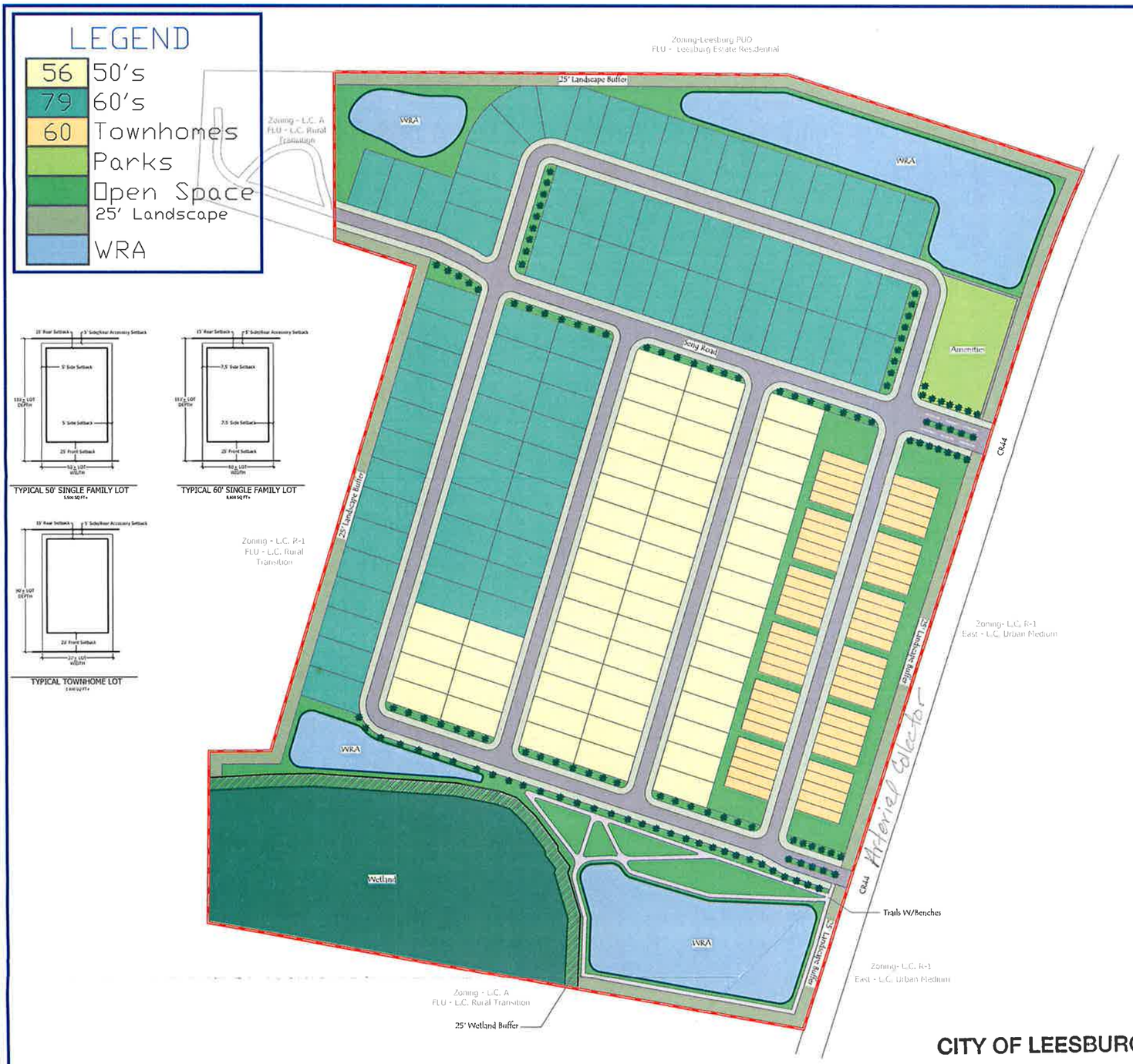
Buffer detail is to illustrate plant material quantity and specifications only. Actual plant material placement may vary.
Landscape buffer irrigated with automatic system
Illustrated buffer does not reflect desired existing plant material

100 Feet of
Typical 25' Landscape Buffer
not to scale

A PARCEL OF LAND BEING ALL OF LOTS 2, 3, AND 5 AND A PORTION OF LOTS 1 AND 4, BLOCK 28, TOGETHER WITH ALL OF LOTS 8 AND 13 AND A PORTION OF LOTS 7 AND 14, BLOCK 28, TOGETHER WITH A PORTION OF SENG ROAD AND HILL ROAD, CORRECTED PLAT OF SILVER LAKE ESTATES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 10, PAGES 64-69, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 5 RUN N79°42'26"W ALONG THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 1,151.97 FEET TO THE SOUTHWEST CORNER OF SAID LOT 5; THENCE RUN N32°02'18"W ALONG THE WEST LINE OF SAID LOT 5, A DISTANCE OF 331.09 FEET TO THE NORTHWEST CORNER OF SAID LOT 5; THENCE RUN N48°49'32"E, A DISTANCE OF 134.39 FEET; THENCE RUN N16°49'51"E, A DISTANCE OF 591.41 FEET; THENCE RUN N73°21'16"W, A DISTANCE OF 326.71 FEET; THENCE RUN N00°01'51"E, A DISTANCE OF 334.09 FEET; THENCE RUN S89°49'25"E, A DISTANCE OF 894.81 FEET; THENCE RUN S71°07'28"E, A DISTANCE OF 528.44 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF COUNTY ROAD 44, SAID POINT LYING ON A NON-TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 2,951.55 FEET AND A CENTRAL ANGLE OF 06°52'36"; THENCE RUN THE FOLLOWING FOUR (4) COURSES ALONG SAID WEST RIGHT OF WAY LINE: RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 354.18 FEET (CHORD BEARING = S21°01'48"W, CHORD = 353.97 FEET); THENCE RUN S17°35'30"W, A DISTANCE OF 211.13 FEET; THENCE RUN S72°42'06"E, A DISTANCE OF 17.00 FEET; THENCE RUN S17°35'30"W, A DISTANCE OF 1,260.33 FEET TO THE POINT OF BEGINNING.

CONTAINING 49.00 ACRES, MORE OR LESS.



3.9 dus/ac
35% Open Space

JUL 27 2022
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Scale: 1:100

Swan Capital

Morningside

Concept Option B

Lake County, FL

Urban & Regional Planners, Inc.
1162 CAMP AVENUE - MT. DORA, FL 32757
(352)385-1940 / FAX (352)383-4824

PROJ.: 1956-1
Date: July 13th, 2022

1 of 1

Conceptual Product Line-Up for TH & 50 Footers

1,500 Sq. Ft. – 2,287 Sq. Ft.

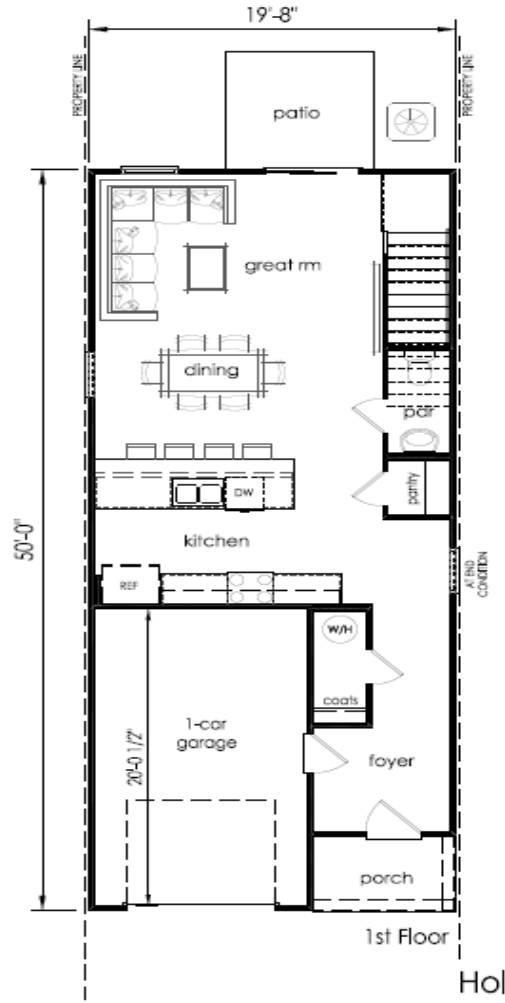
RECEIVED City of Leesburg
August 15, 2022
Swan Capital

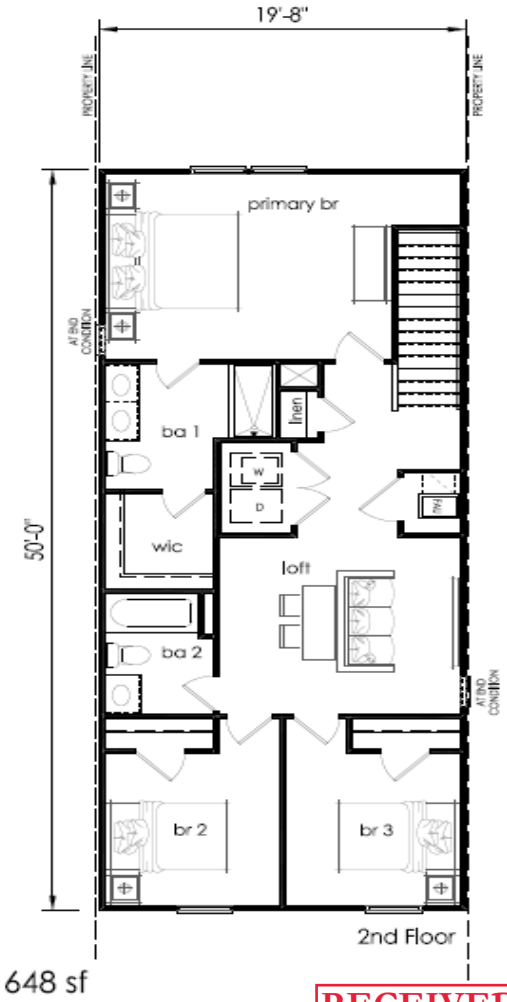


1630 'A'
20' Front Load



1630 'B'
20' Front Load





1st floor	705 sf
2nd floor	943 sf
Total	1648 sf

Holly Springs - 1648 sf

RECEIVED City of Leesburg
August 15, 2022
Swan Capital

The Holly Springs – 3 Bed, Three Bath, Two Car Garage, Two-Story Townhome – 1,648 Sq. Ft.



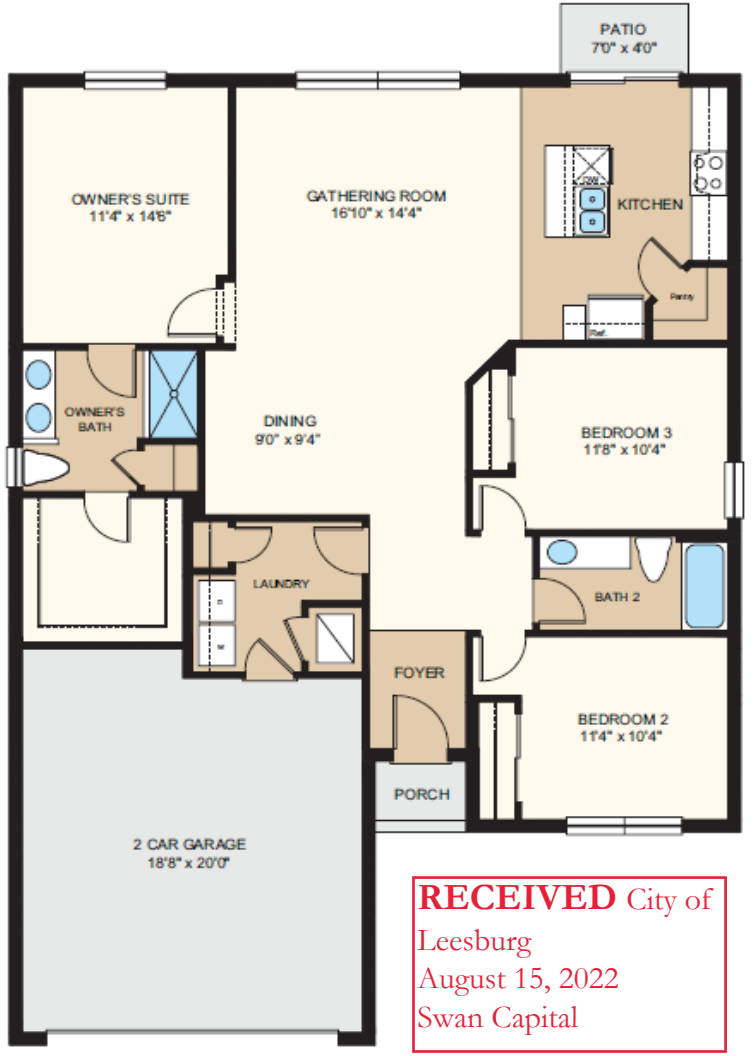
ELEVATION A



ELEVATION B



ELEVATION C



RECEIVED City of Leesburg
August 15, 2022
Swan Capital

The Ambrosia – 3 Bed, Two Bath, Two Car Garage, One-Story – 1,500 Sq. Ft.



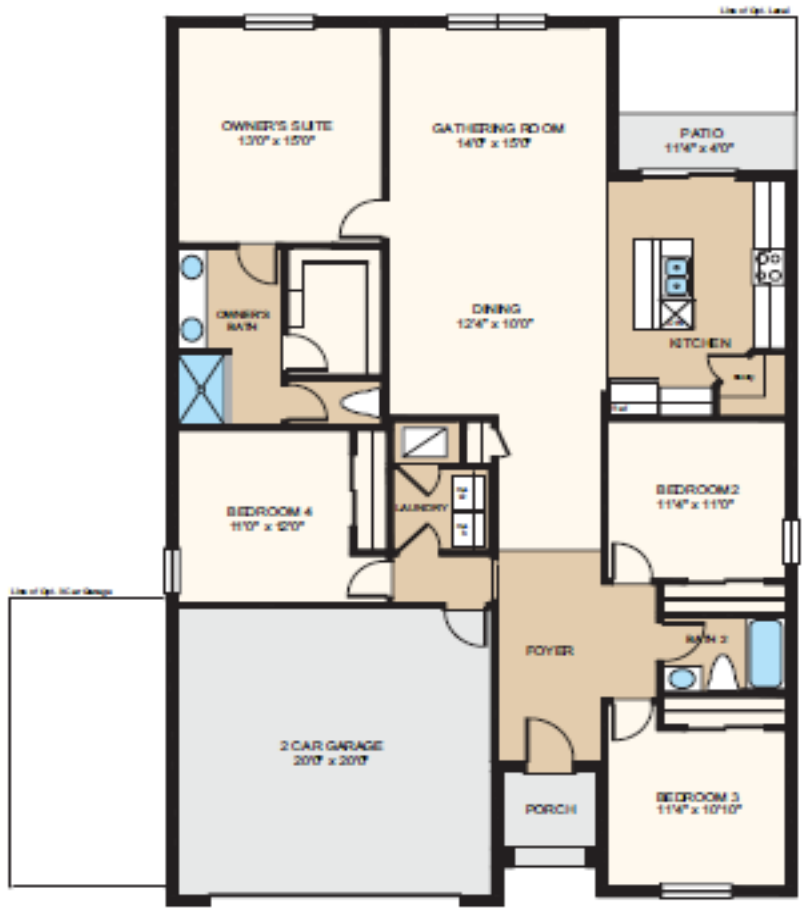
ELEVATION A



ELEVATION B



ELEVATION C



FIRST FLOOR

The Cypress – 4 Bed, Two Bath, Two Car Garage, One-Story – 1,848 Sq. Ft.

RECEIVED City of Leesburg
August 15, 2022
Swan Capital

RECEIVED City of Leesburg
August 15, 2022
Swan Capital



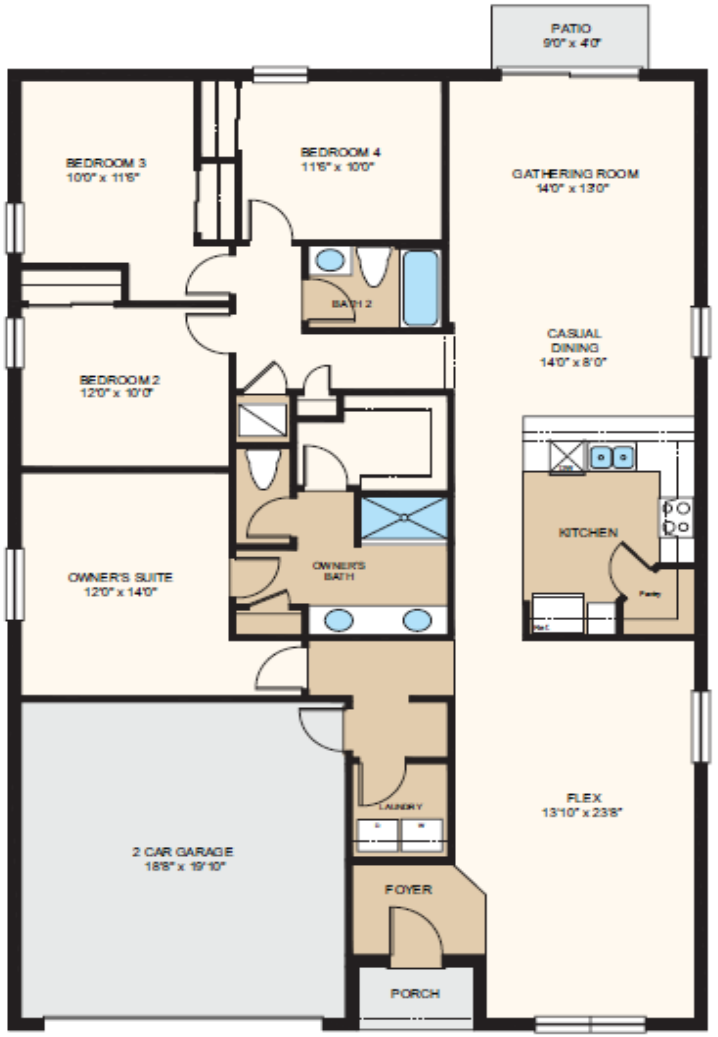
ELEVATION A



ELEVATION B



ELEVATION C



The Seneca – 4 Bed, Two Bath, Two Car Garage, One-Story – 1,974 Sq. Ft.



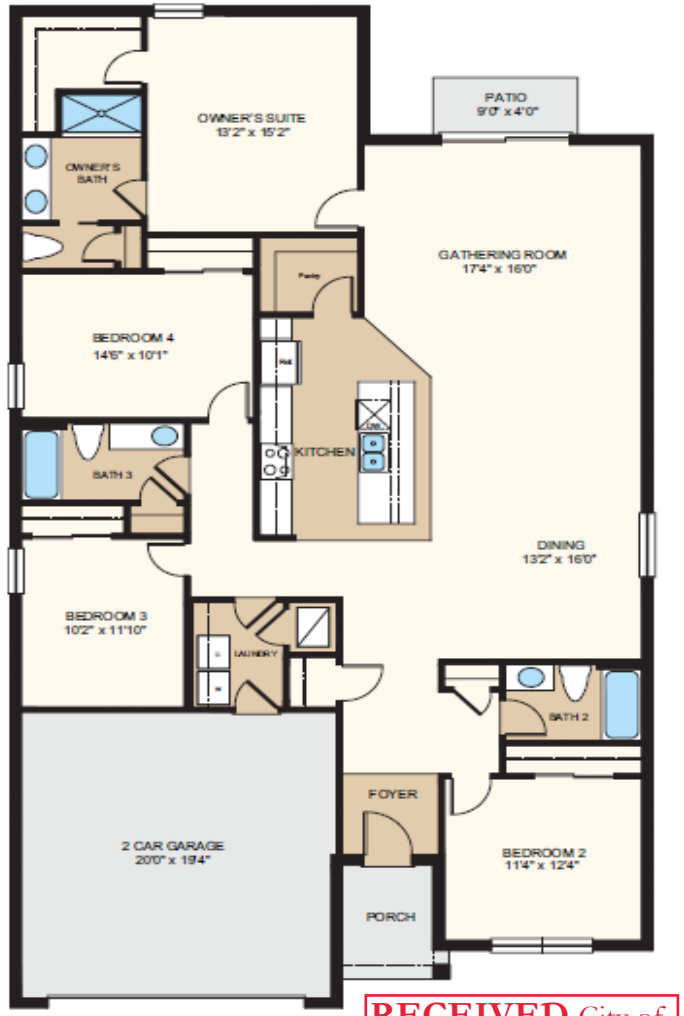
ELEVATION A



ELEVATION B

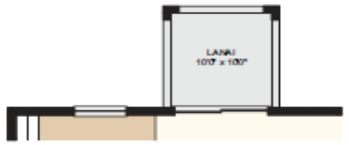


ELEVATION C

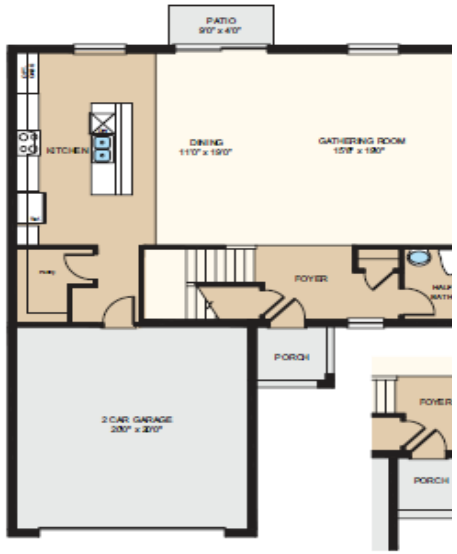


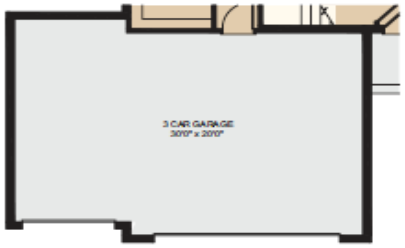
RECEIVED City of Leesburg
August 15, 2022
Swan Capital

The Magnolia – 4 Bed, Three Bath, Two Car Garage, One-Story – 2,106 Sq. Ft.



Optional Lanai





Optional 3 Car Garage
(Option Availability Limited By Homesite)

Optior



ELEVATION A



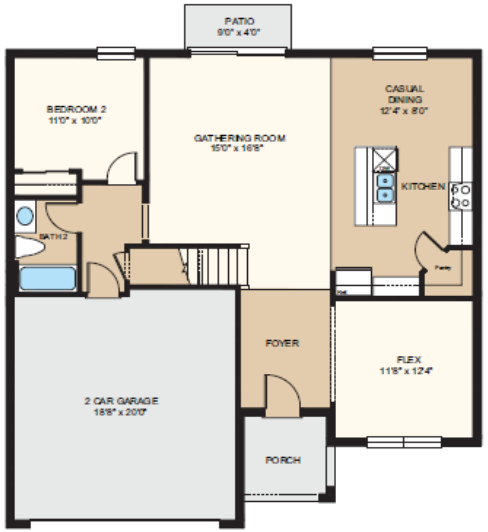
ELEVATION B

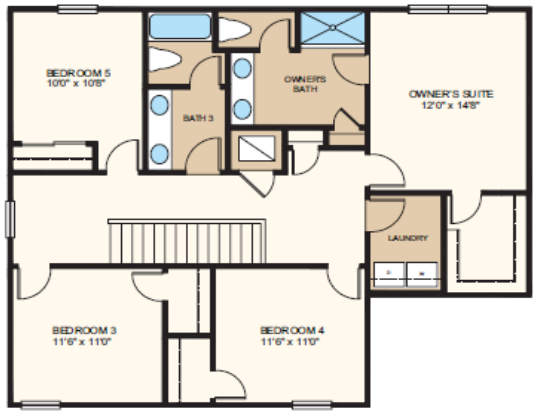


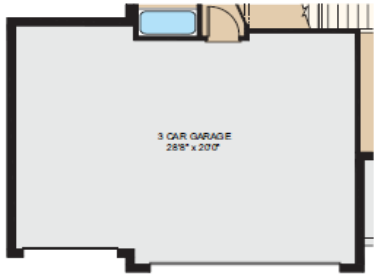
ELEVATION C

The Redbud – 4 Bed, Three Bath, Two Car Garage, Two-Story – 2,143 Sq. Ft.

RECEIVED City of
Leesburg
August 15, 2022
Swan Capital







Optional 3 Car Garage

FIRST FLOOR



ELEVATION A



ELEVATION B



ELEVATION C

RECEIVED City of Leesburg
August 15, 2022
Swan Capital

The Azalea – 5 Bed, Three Bath, Two Car Garage, Two-Story – 2,287 Sq. Ft.

CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS

DATE: August 18, 2022
OWNER: Alexander Cruz & Dania Suarez, Patti Kauffman & Kellie Kennedy
PETITIONER: Swan Capital Partners
PROJECT: CR 44 / Silver Lake Property
REQUEST: PUD (Planned Unit Development)
CASE NO.: PUD-22-174

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 A (Agriculture), Lake County R-1 (Rural Residential) and Lake County R-2 (Estate Residential). 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 the existing City Future Land Use designation of Estate Residential.

3. 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 A (Agriculture) and Lake County R-1 (Rural Residential) 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: Alexander Cruz & Dania Suarez, Patti Kauffman & Kellie Kennedy
PETITIONER: Swan Capital Partners
PROJECT: CR 44 / Silver Lake Property
REQUEST: Small Scale Comprehensive Plan Amendment to Estate Residential; Zoning to PUD (Planned Unit Development)
CASE NO.: SSCP 22-173; SPUD-22-174

GENERAL LOCATION: The property is generally located west of County Road 44 and north and south of Seng Road.

FUTURE LAND USE DESIGNATION: Lake County Rural Transition

SURROUNDING FUTURE LAND USE DESIGNATION:
North – Lake County Rural Transition
South – Lake County Rural Transition
East – Lake County Urban Low Density
West – Lake County Rural Transition

PROPOSED FUTURE LAND USE DESIGNATION: Estate Residential

EXISTING ZONING DESIGNATION: Lake County R-1 (Rural Residential)

SURROUNDING ZONING DESIGNATIONS:
North – Lake County A (Agriculture)
South – Lake County A (Agriculture)
East – Lake County R-1 (Rural Residential); Lake County R-2 (Estate Residential)
West – Lake County R-1 (Rural Residential)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

EXISTING LAND USE: One residence and pasture land

SURROUNDING LAND USE:
North – Residential; Pasture lands
South – Residential (vacant)
East – Residential subdivision
West – Orange grove

PROPOSED LAND USE: Residential subdivision

CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY

DATE: June 23, 2022
OWNER: Alexander Cruz & Dania Suarez, Patti Kauffman & Kellie Kennedy
PETITIONER: Swan Capital Partners
PROJECT: CR 44 / Silver Lake Property
REQUEST: Small Scale Comprehensive Plan Amendment to Estate Residential; Zoning to PUD (Planned Unit Development)
CASE NO.: SSCP 22-173; PUD-22-174

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 6/17/22

FIRE

In reference to Case Number SSCP 22-173 & SPUD-22-174

NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2020 Edition. The subject property referenced in Case Number SSCP 22-173 & SPUD-22-174 is outside the recommended four-minute response time for initial responding fire apparatus. Amanda Stevenson 6/16/22

4.1 Fire Department Organizational Statement.

4.1.2.1
The fire department shall establish the following performance objectives for the first-due response zones that are identified by the AHJ:

(1) Alarm handling time completion in accordance with 4.1.2.3
(2) 80 seconds turnout time for fire and special operations response and 60 seconds turnout time for EMS response
(3)* 240 seconds or less travel time for the arrival of the first engine company at a fire suppression incident
(4) 360 seconds or less travel time for the arrival of the second company with a minimum staffing of 4 personnel at a fire suppression incident
(5) For other than high-rise, 480 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
(6) For high-rise, 610 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
(7) 240 seconds or less travel time for the arrival of a unit with first responder with automatic external defibrillator (AED) or higher-level capability at an emergency medical incident
(8) 480 seconds or less travel time for the arrival of an advanced life support (ALS) unit at an emergency medical incident, where this service is provided by the fire department provided a first responder with an AED or basic life support (BLS) unit arrived in 240 seconds or less travel time

ELECTRIC

Electric is ok with this. When this goes through the subdivision review, we will require easements. The property on the back side will need to be refed. Existing easements will need to be vacated. Steve Davis 6/9/22

GAS

Natural gas is available and directed per city ordinance. Thank you, Brandon Smith 6/20/22

GIS

Addressing/GIS has no comment. Mark Medley 6/10/22

BUILDING

No comments received as of 6/17/22

PUBLIC WORKS

Public Works has no issues with this item; however, as an internal note, this project may have impact on an existing water/sewer pioneering agreement. Clifford Kelsey 6/13/22

ADDRESSING

Addressing/GIS has no comment. Mark Medley 6/10/22

ECONOMIC DEVELOPMENT

No comments received as of 6/17/22

LAKE COUNTY PUBLIC WORKS

Lake County Public Works comment letter is attached. Please let me know if you have any questions. Thanks, Seth Lynch 6/17/22

LAKE COUNTY SCHOOLS

The proposed 196 single family unit residential project is subject to school concurrency review. Proportionate share mitigation may be required at time of submittal. I have attached a copy of the Adequate Public Facilities Determination for the project – for your file. Let me know if you have any questions. Helen LaValley 6/16/22

PUBLIC RESPONSES

Approval

no approvals

Disapproval

2 disapprovals 2 with comments

No comment

No comments received as of 6/17/22

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

John A. Ullrich Trustee – More congestion!

Renato Jaber – Cutrale owns and operates the property on the western boundary of the proposed development. The site is permitted by Florida Department of Environmental Protection and Lake County to operate as a Industrial wastewater disposal site and has been since the early eighties. Cutrale believes a residential development is incompatible with the IWW disposal site activities therefore disapproves of the development.

Aerial



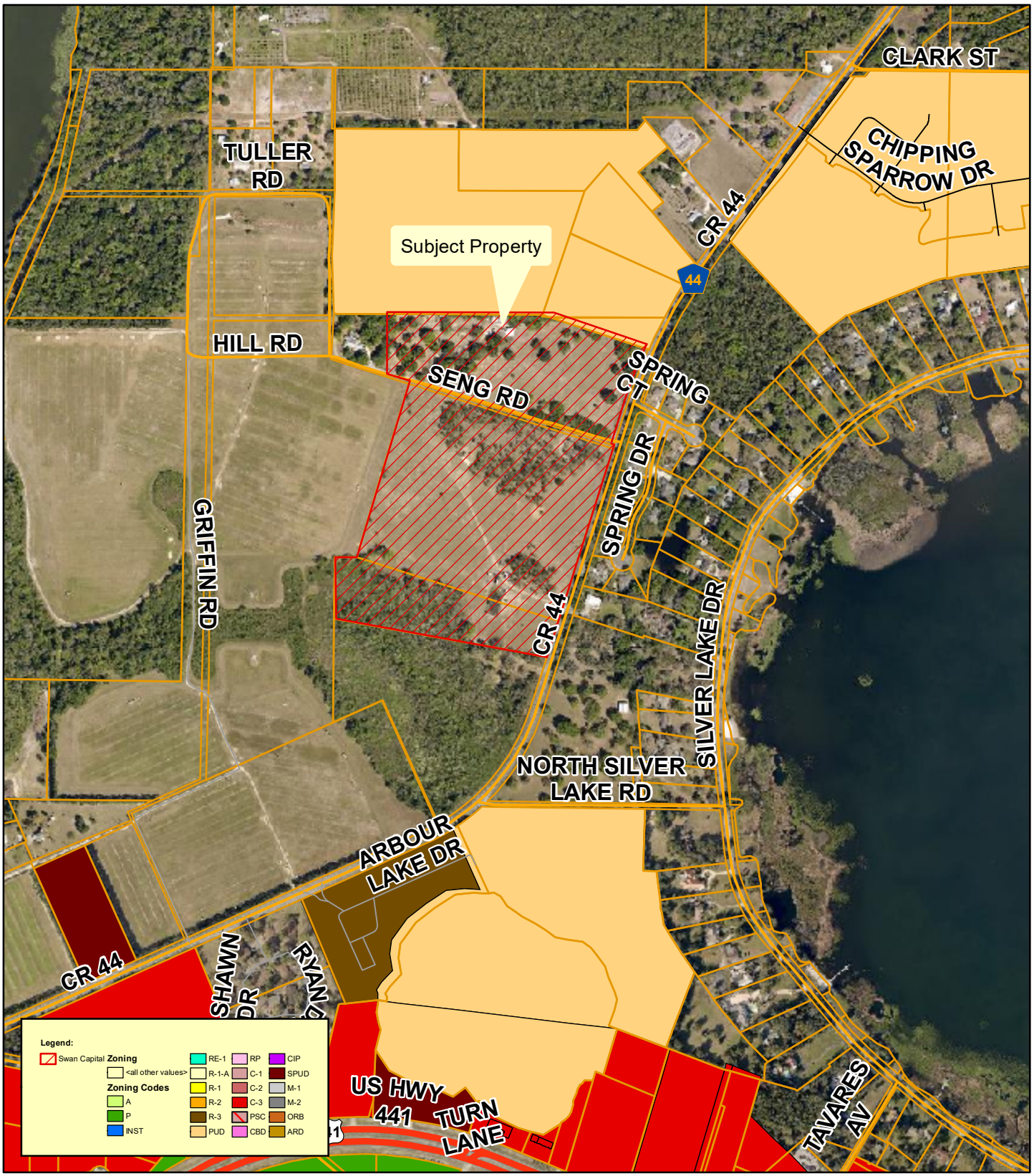
Planning & Zoning Division

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Swan Capital CR 44
CR 44 and Seng Road
AK#: Portion of 3771627; Portion of 1273765; 1273773
Section 16, Township 19 South, Range 25 East
May 25, 2022

Zoning



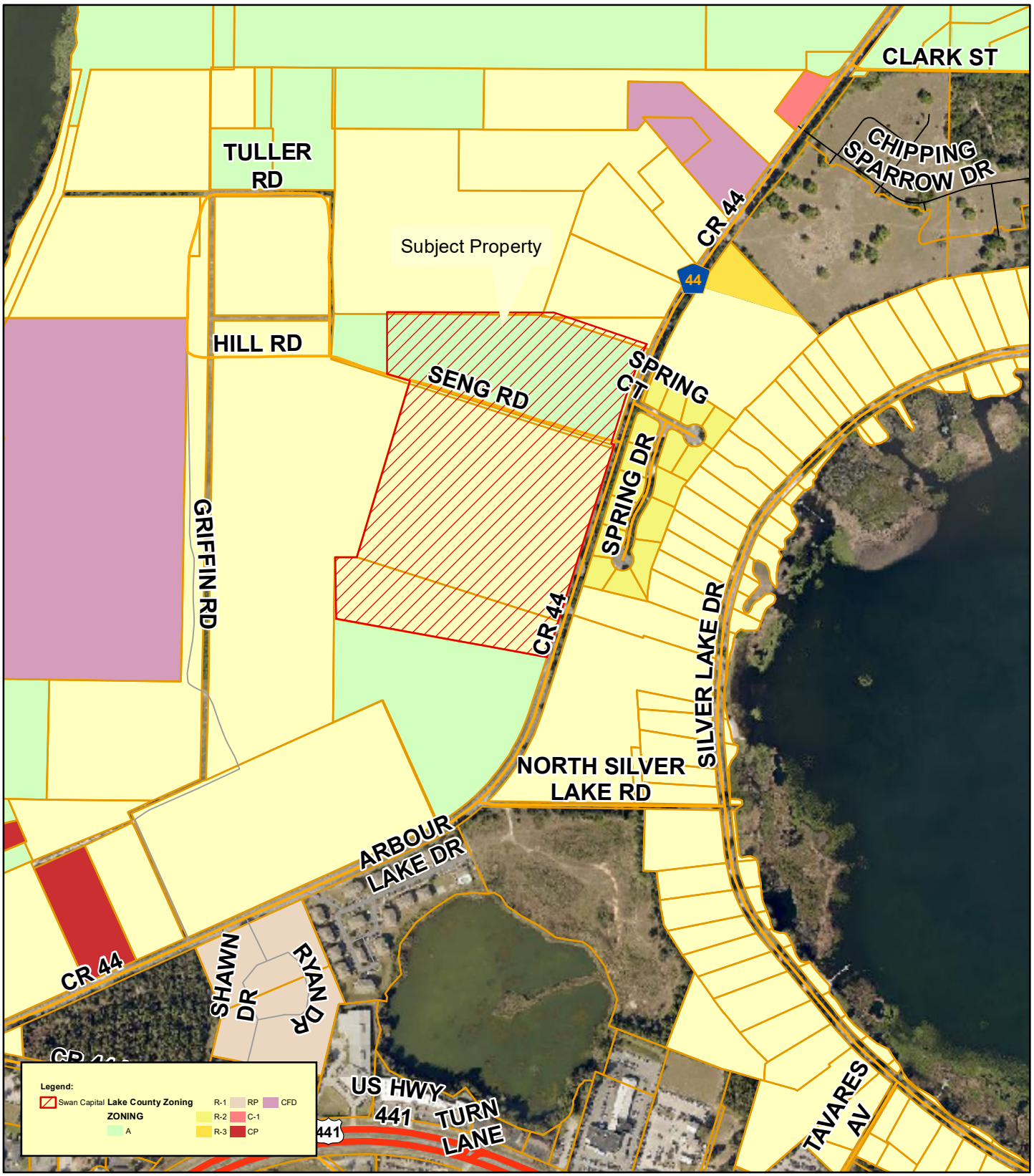
Planning & Zoning Division

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Swan Capital CR 44
CR 44 and Seng Road
AK#: Portion of 3771627; Portion of 1273765; 1273773
Section 16, Township 19 South, Range 25 East
May 25, 2022

Lake County Zoning



Planning & Zoning Division

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Swan Capital CR 44
CR 44 and Seng Road
AK#: Portion of 3771627; Portion of 1273765; 1273773
Section 16, Township 19 South, Range 25 East
May 25, 2022

PROPOSED Zoning



Planning & Zoning Division

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Swan Capital CR 44
CR 44 and Seng Road
AK#: Portion of 3771627; Portion of 1273765; 1273773
Section 16, Township 19 South, Range 25 East
May 25, 2022

Surrounding Land Uses



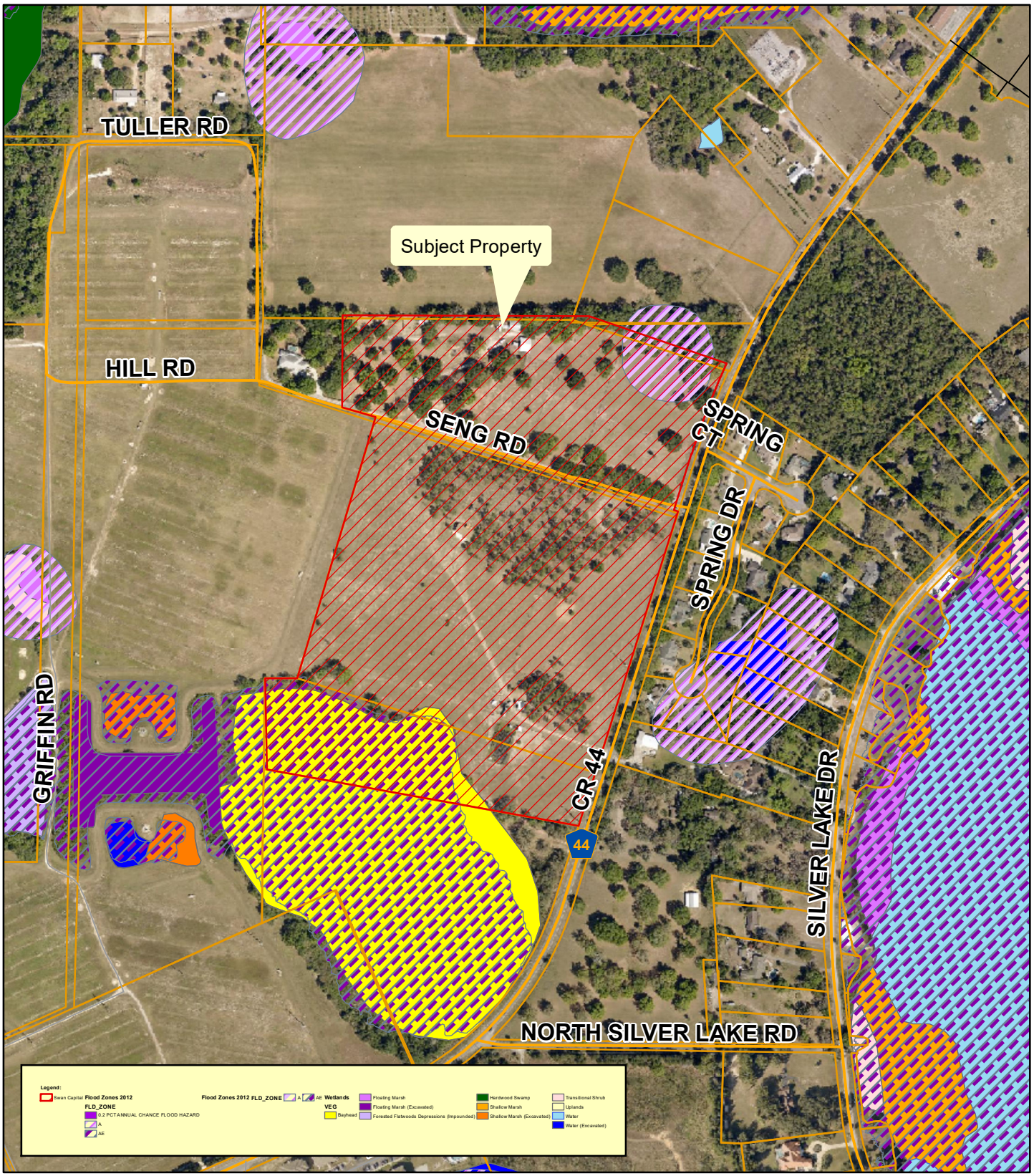
Planning & Zoning Division

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Swan Capital CR 44
CR 44 and Seng Road
AK#: Portion of 3771627; Portion of 1273765; 1273773
Section 16, Township 19 South, Range 25 East
May 25, 2022

Wetlands and Flood Zones



Planning & Zoning Division

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Swan Capital CR 44
CR 44 and Seng Road
AK#: Portion of 3771627; Portion of 1273765; 1273773
Section 16, Township 19 South, Range 25 East
May 25, 2022



Looking west into the property.



Looking north on CR 44



Looking east on CR 44; across the street is Spring Ct



Looking south on CR 44



Looking west into the property



Looking north on CR 44



Looking across the street on CR 44



Looking south on CR 44

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.A.4.

Meeting Date: November 28, 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 59.6 +/- acres from City of Leesburg Industrial to City of Leesburg Estate Residential, for a property generally located east of County Road 33 and north of Manor Oaks Court, lying in Section 22, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Cedar Creek LGCP)

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 59.6 +/- acres from City of Leesburg Industrial to City of Leesburg Estate Residential.

Analysis:
The project site is approximately 59.6 acres. The property is generally located east of County Road 33 and north of Manor Oaks Court. Currently, the property has timber and wooded areas. The proposed use is for a single-family residential subdivision. The surrounding Future Land Use Map designations of Lake County Industrial, Lake County Urban Low Density, and Neighborhood Mixed Use 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.

The Planning Commission held a public hearing on the application on September 8, 2022 and recommended approval.

Procurement Analysis:
N/A

Options:
1. Approve the requested large-scale comprehensive plan amendment from City of Leesburg Industrial to City of Leesburg Estate Residential; 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 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 59.6 +/- ACRES FROM CITY OF LEESBURG INDUSTRIAL TO CITY OF LEESBURG ESTATE RESIDENTIAL, FOR A PROPERTY GENERALLY LOCATED EAST OF COUNTY ROAD 33 AND NORTH OF MANOR OAKS COURT, LYING IN SECTION 22, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (CEDAR CREEK LGCP)

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 59.6 acres of land generally located east of County Road 33 and north of Manor Oaks Court from City of Leesburg Industrial to City of Leesburg Estate Residential, as shown on the revised map of said area, lying in Section 22, Township 20 South, Range 24 East, Lake County, Florida;

Section 2.
That this amendment is hereby transmitted to the Department of Economic Opportunity as required by the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes;

Section 3.
All ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed;

Section 4.
This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 28th day of November 2022.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

Exhibit A

LEGAL DESCRIPTION
SOUTHERLY VENTURES, LLC

The South ½ of the Southeast ¼ of Section 22, Township 20 South, Range 24 East, in Lake County, Florida, lying Southwesterly of the Northeasterly Right-of-Way Line of the Florida Power Corporation Transmission Line Easement, Less Right-of-Way for State Highway 33.

CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS

DATE:	August 18, 2022
OWNER:	Cedar Creek Equity Investments, LLC
PETITIONER:	Cedar Creek Equity Investments, LLC
PROJECT:	Cedar Creek Residential Subdivision
REQUEST:	Change Future Land Use Designation to allow for a single-family residential subdivision
CASE NO.:	LSCP-22-338

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of this request for the following reason(s):

1. This project meets the requirements of Chapter 163.3184 (3) 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 Lake County Industrial, Lake County Urban Low Density and Neighborhood Mixed Use.

3. The proposed Future Land Use Designation of General Commercial is compatible with the proposed zoning City PUD (Planned Unit Development), and does not appear to create a detriment to the adjacent zoning districts of Lake County HM (Heavy Industrial District), Lake County PUD (Planned Unit Development), and City 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 change the future land use of the subject property from City of Leesburg Industrial to City of Leesburg Estate Residential and forward to the City Commission for consideration.

CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY

DATE: August 18, 2022

OWNER: Cedar Creek Equity Investments, LLC, Jacob C. Smoot, Owner
PETITIONER: Michael Rankin, LPG Urban and Regional Planners, Inc.
PROJECT: Cedar Creek Residential
REQUEST: Large Scale Comprehensive Plan Amendment to Estate Residential; Zoning to PUD (Planned Unit Development)
CASE NO.: LSCP-22-338, PUD-22-339

GENERAL LOCATION: The property is generally located east of County Road 33 and north of Manor Oaks Court.

FUTURE LAND USE DESIGNATION: Industrial

SURROUNDING FUTURE LAND USE DESIGNATION:
North – Lake County Industrial
South – Lake County Urban Low Density; Neighborhood Mixed Use
East – Neighborhood Mixed Use
West – Neighborhood Mixed Use

PROPOSED FUTURE LAND USE DESIGNATION: Estate Residential

EXISTING ZONING DESIGNATION: M-1 (Industrial)

SURROUNDING ZONING DESIGNATIONS:
North – PUD (Planned Unit Development); Lake County HM (Heavy Industrial District)
South – PUD (Planned Unit Development); Lake County PUD (Planned Unit Development)
East – PUD (Planned Unit Development)
West – PUD (Planned Unit Development)

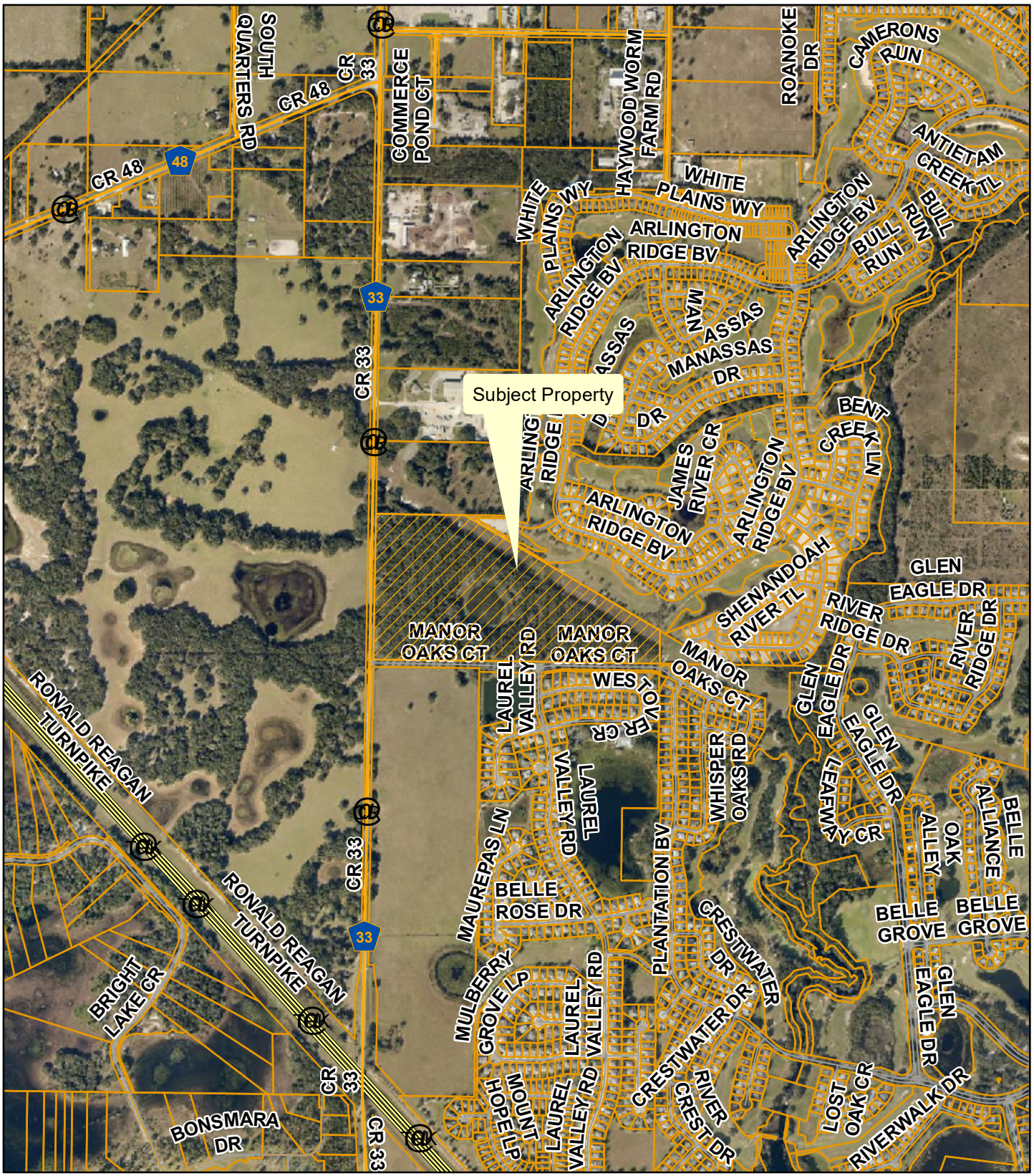
PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

EXISTING LAND USE: Timber

SURROUNDING LAND USE:
North – Industrial (vacant)
South – Agriculture (crop land); Residential subdivision
East – Residential subdivision and golf course
West – Agriculture

PROPOSED LAND USE: Single Family Residential subdivision

Aerial



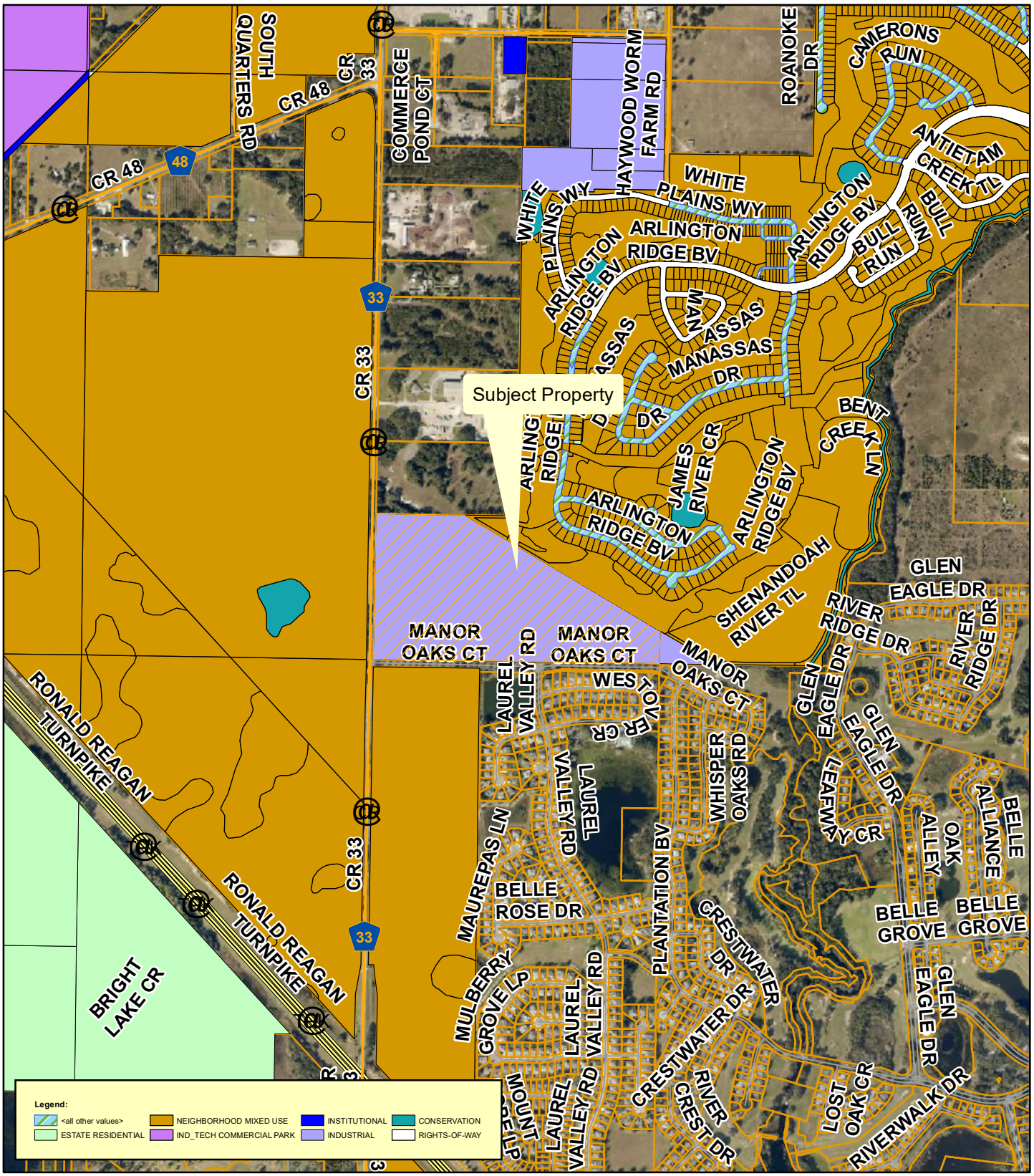
Planning & Zoning Division

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Cedar Creek - LSCP-22-338; PUD-22-339
Cedar Creek Equity Investments, LLC Jacob Smoot, Owner
AK#: 3814748
Section 22, Township 20 South, Range 24 East
July 22, 2022

Future Land Use



Planning & Zoning Division

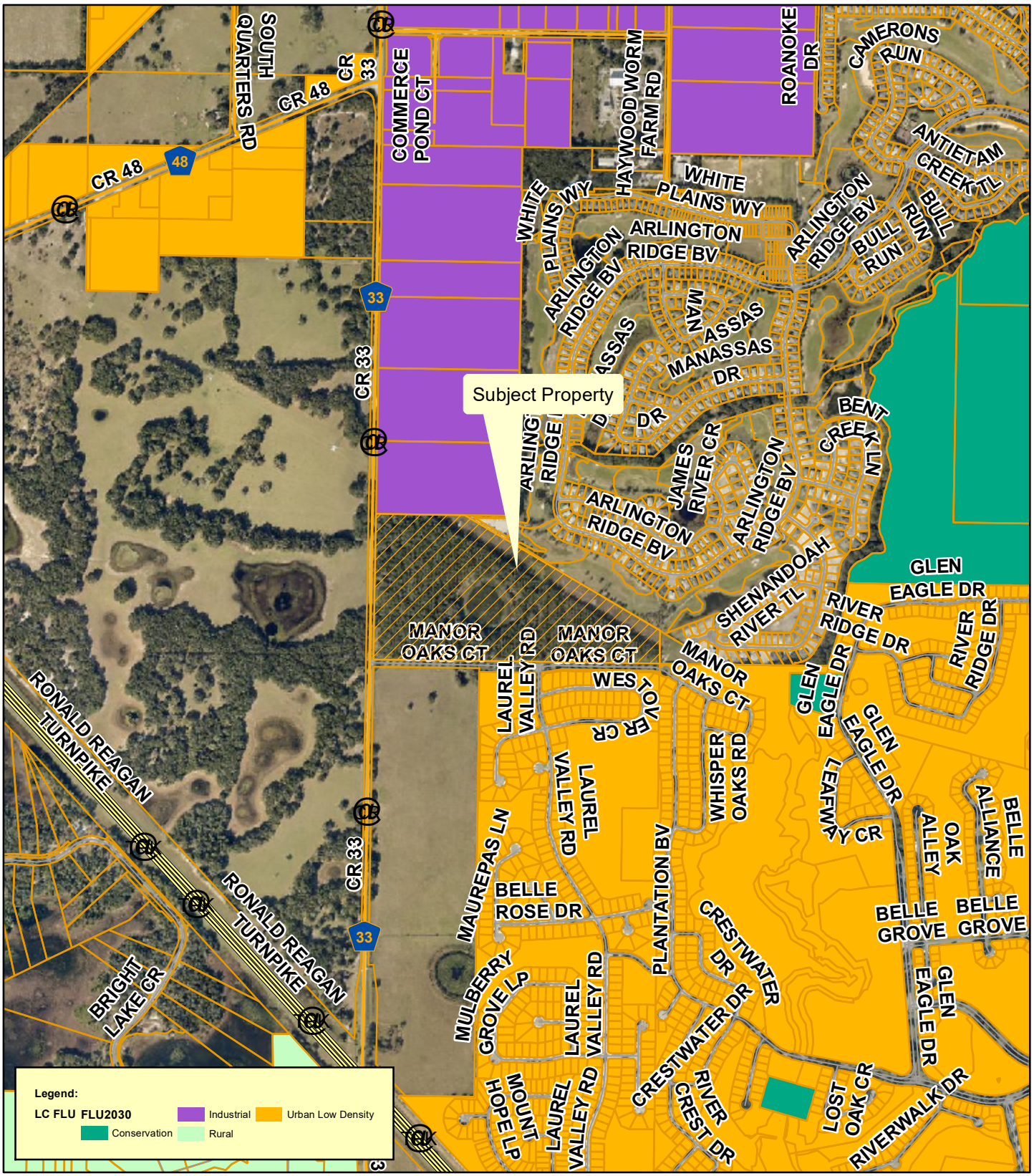
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Cedar Creek - LSCP-22-338; PUD-22-339
Cedar Creek Equity Investments, LLC Jacob Smoot, Owner
AK#: 3814748
Section 22, Township 20 South, Range 24 East
July 22, 2022

Lake County Future Land Use



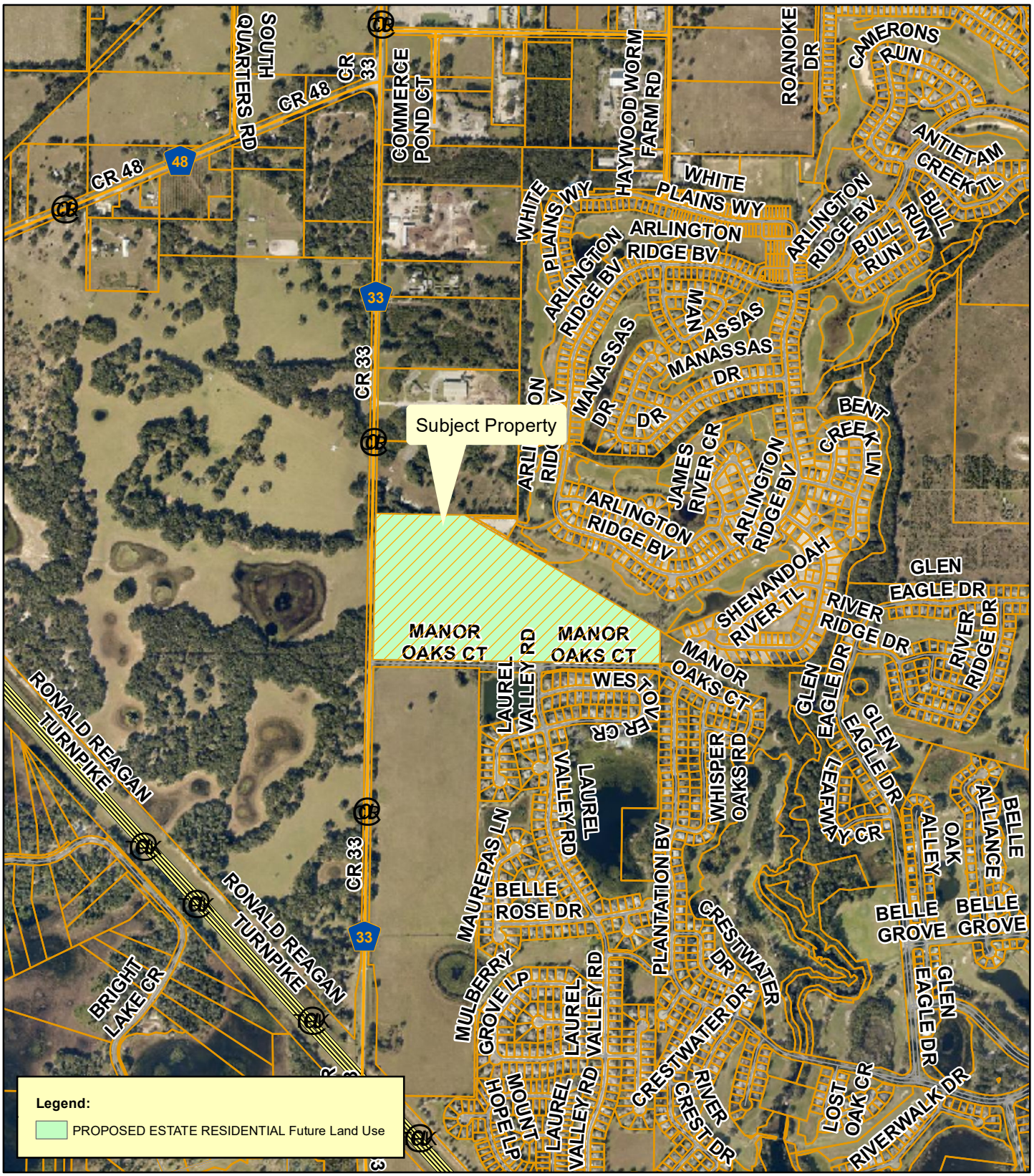
Planning & Zoning Division

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Cedar Creek - LSCP-22-338; PUD-22-339
Cedar Creek Equity Investments, LLC Jacob Smoot, Owner
AK#: 3814748
Section 22, Township 20 South, Range 24 East
July 22, 2022

PROPOSED FUTURE LAND USE



Planning & Zoning Division

Cedar Creek - LSCP-22-338; PUD-22-339
Cedar Creek Equity Investments, LLC Jacob Smoot, Owner
AK#: 3814748
Section 22, Township 20 South, Range 24 East
July 22, 2022

Surrounding Existing Land Use Map



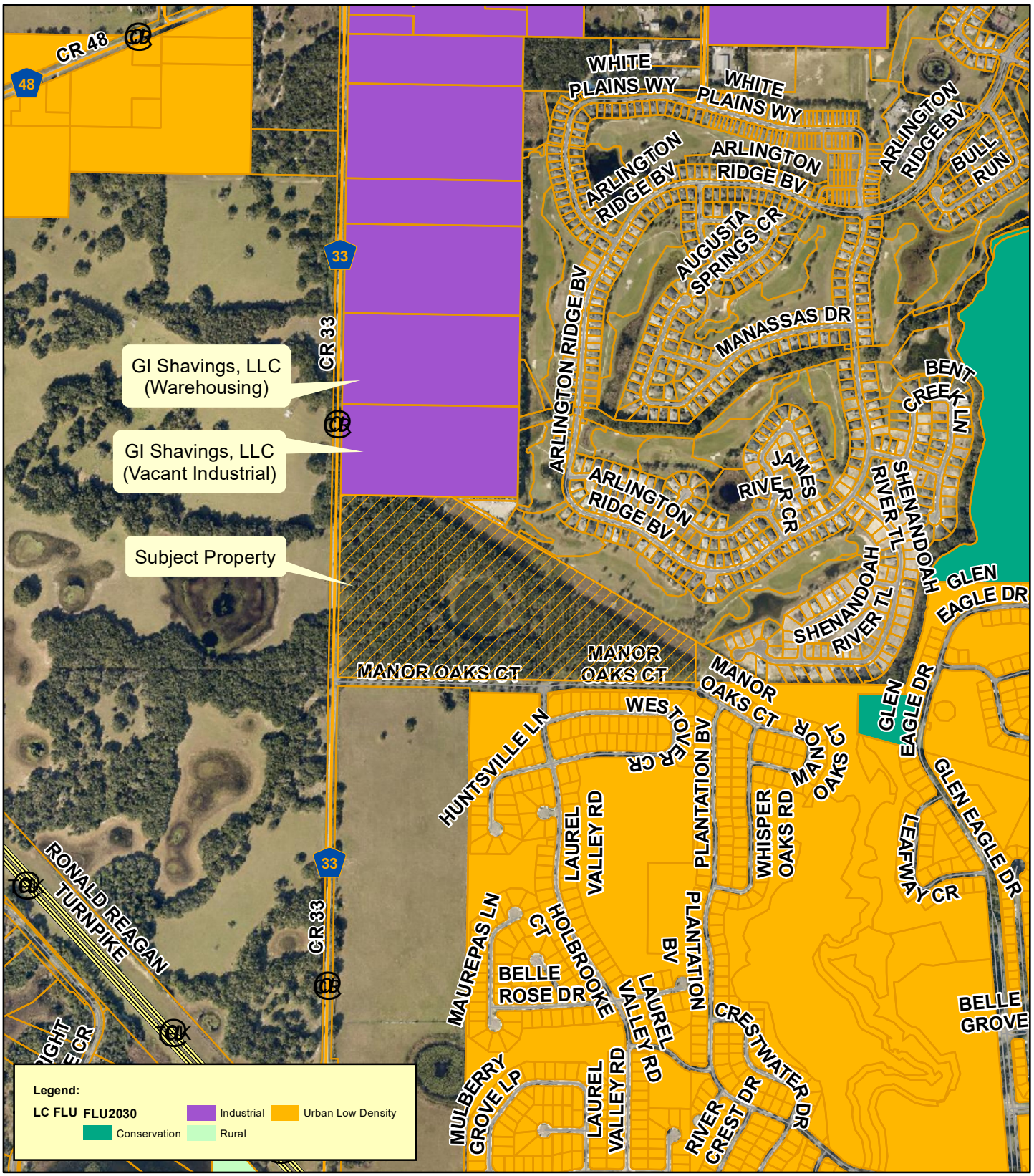
Planning & Zoning Division

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Cedar Creek - LSCP-22-338; PUD-22-339
Cedar Creek Equity Investments, LLC Jacob Smoot, Owner
AK#: 3814748
Section 22, Township 20 South, Range 24 East
July 22, 2022

Industrial Land Use Adjacent - Lake County Future Land Use



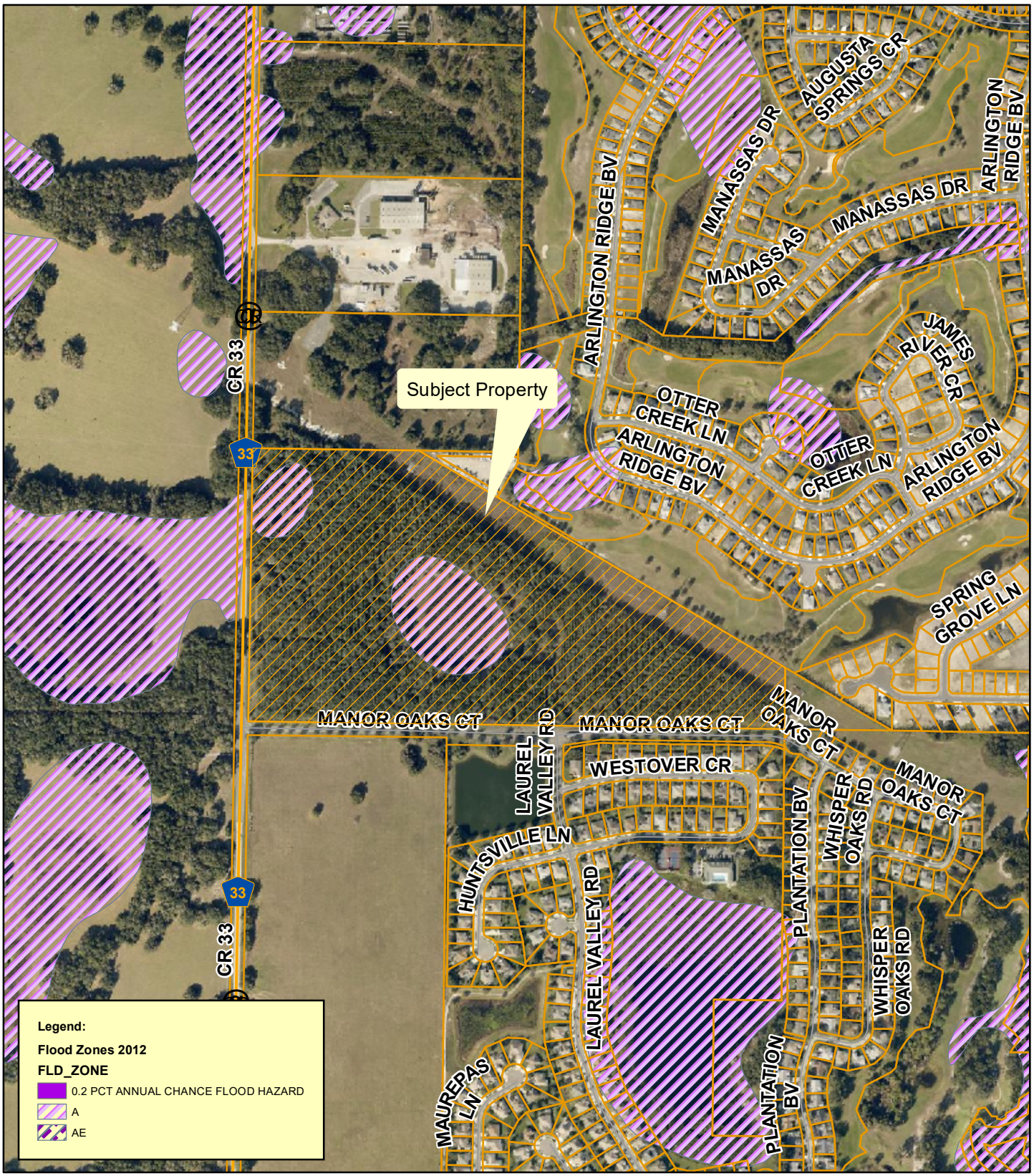
Planning & Zoning Division

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Cedar Creek - LSCP-22-338; PUD-22-339
Cedar Creek Equity Investments, LLC Jacob Smoot, Owner
AK#: 3814748
Section 22, Township 20 South, Range 24 East
July 22, 2022

Flood Zones

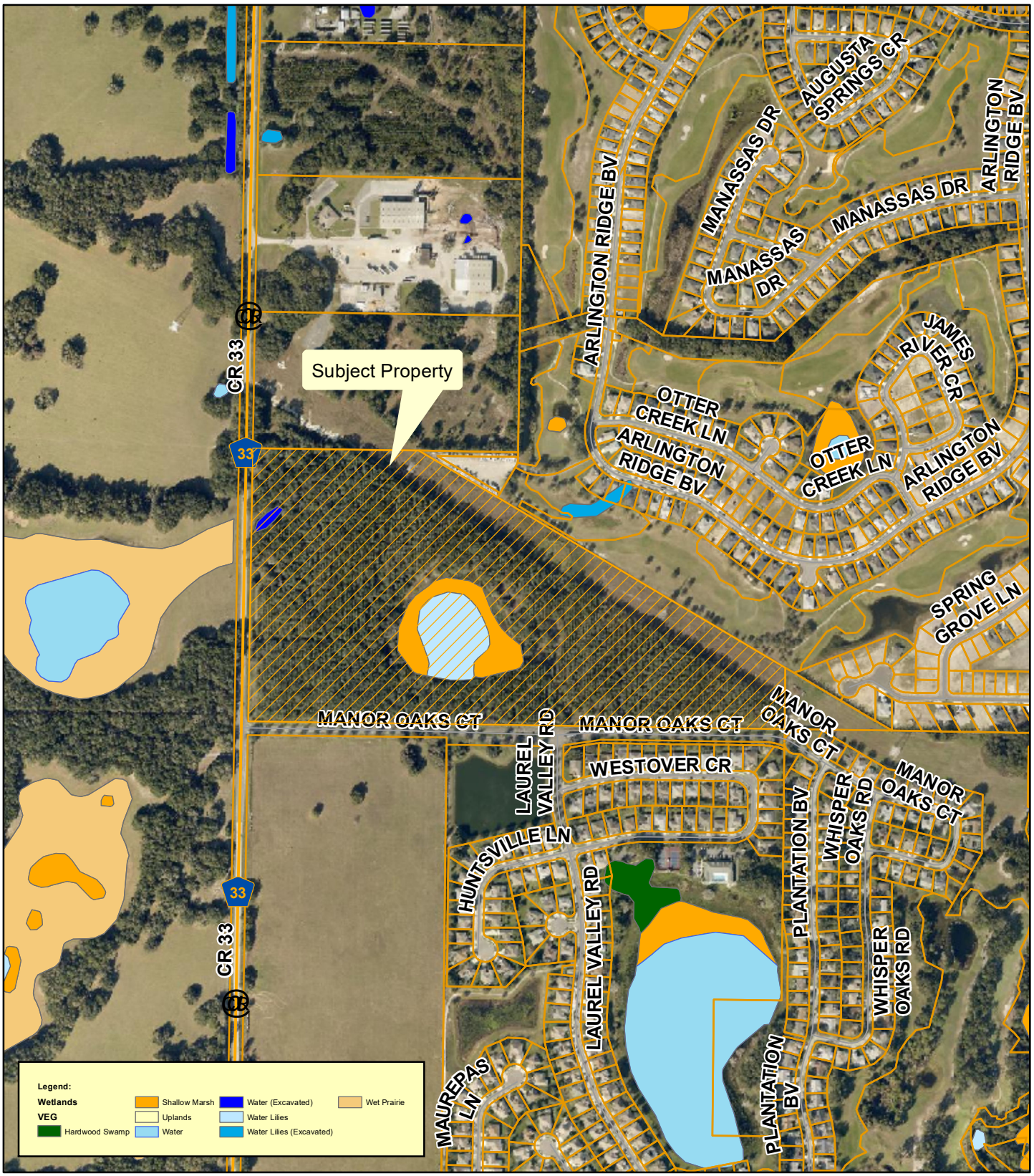


Planning & Zoning Division

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Cedar Creek - LSCP-22-338; PUD-22-339
Cedar Creek Equity Investments, LLC Jacob Smoot, Owner
AK#: 3814748
Section 22, Township 20 South, Range 24 East
July 22, 2022

Wetlands



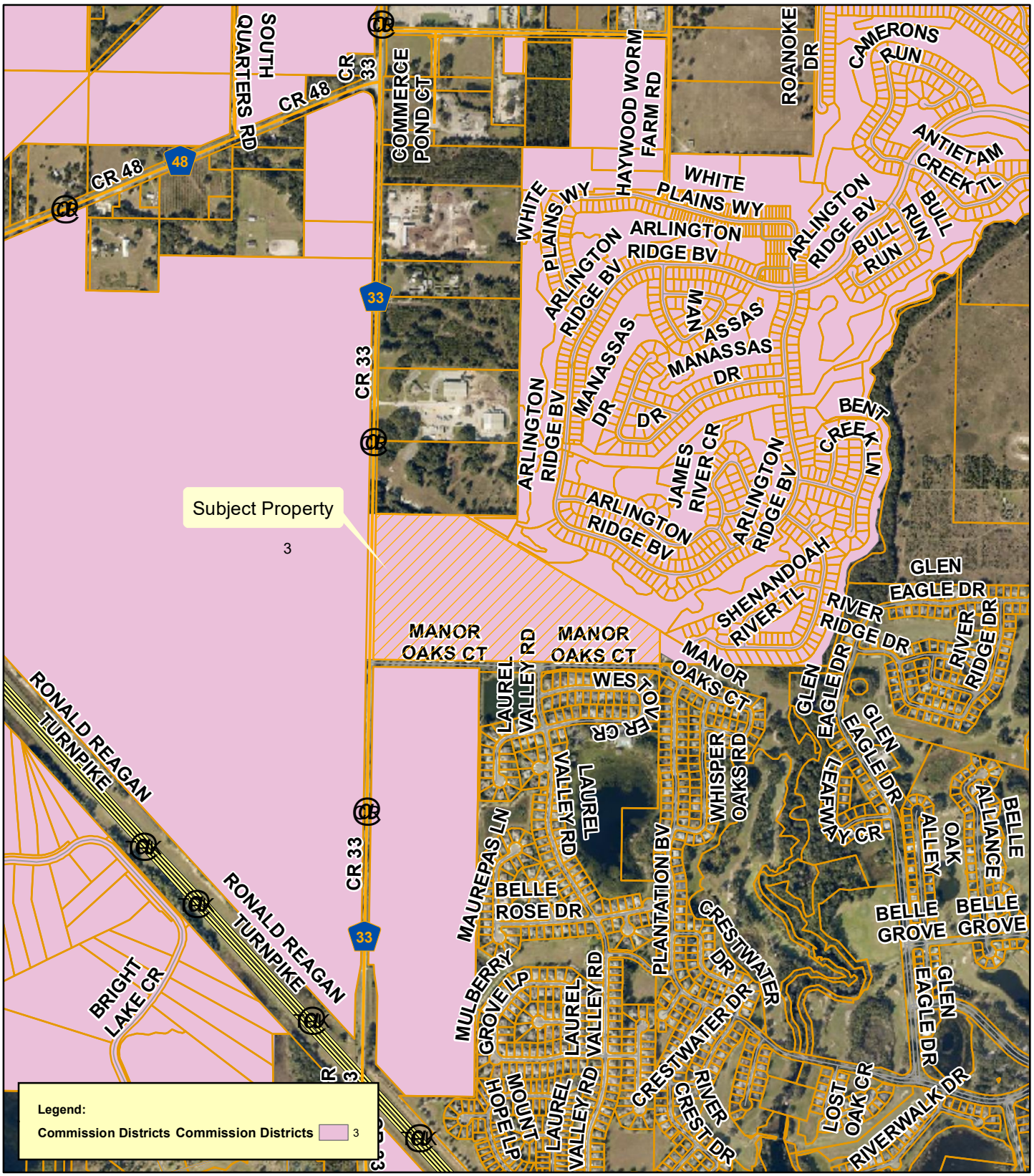
Planning & Zoning Division

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Cedar Creek - LSCP-22-338; PUD-22-339
Cedar Creek Equity Investments, LLC Jacob Smoot, Owner
AK#: 3814748
Section 22, Township 20 South, Range 24 East
July 22, 2022

Commission Districts



Planning & Zoning Division

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Cedar Creek - LSCP-22-338; PUD-22-339
Cedar Creek Equity Investments, LLC Jacob Smoot, Owner
AK#: 3814748
Section 22, Township 20 South, Range 24 East
July 22, 2022

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.A.5.

Meeting Date: November 28, 2022

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 59.6 +/- acres from City of Leesburg M-1 (Industrial) to City of Leesburg PUD (Planned Unit Development) to allow a single-family residential development for a property generally located east of County Road 33 and north of Manor Oaks Court, lying in Section 22, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Cedar Creek PUD)

Staff Recommendation:
Planning and Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from City of Leesburg M-1 (Industrial) to City of Leesburg PUD (Planned Unit Development) to allow for single-family residential development.

Analysis:
The project site is approximately 59.6 +/- acres, and is generally located east of County Road 33 and north of Manor Oaks Court as shown on the attached maps. At this time, the property has timber and wooded areas. The proposal will allow for a single-family residential development. The existing land uses surrounding the property are vacant industrial, agricultural, residential, and a golf course. City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on September 8, 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 59.6 +/- ACRES FROM CITY OF LEESBURG M-1 (INDUSTRIAL) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW A SINGLE-FAMILY RESIDENTIAL DEVELOPMENT FOR A PROPERTY GENERALLY LOCATED EAST OF COUNTY ROAD 33 AND NORTH OF MANOR OAKS COURT, LYING IN SECTION 22, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (CEDAR CREEK PUD)

BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA, that:

Section 1.

Based upon the petition of Cedar Creek Equity Investments, LLC, (Michael Rankin, LPG Urban & Regional Planners, Inc, Agent) petitioner of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from City of Leesburg M-1 (Industrial) 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 28th day of November 2022.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

Exhibit A

LEGAL DESCRIPTION
SOUTHERLY VENTURES, LLC

The South ½ of the Southeast ¼ of Section 22, Township 20 South, Range 24 East, in Lake County, Florida, lying Southwesterly of the Northeasterly Right-of-Way Line of the Florida Power Corporation Transmission Line Easement, Less Right-of-Way for State Highway 33.

Case #PUD 22-339 **EXHIBIT A**

CEDAR CREEK INVESTMENTS
PUD (PLANNED UNIT DEVELOPMENT CONDITIONS)
August 18, 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 **Cedar Creek Equity Investments, LLC, 2910 Kurt Street, Eustis, Florida, 32726 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 Planned Unit Development (PUD) zoning district to allow future construction of a proposed residential development consisting of approximately 59.6 acres containing a maximum of 141 single family units, on a site generally located east of County Road 33 and north of Manor Oaks 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 **Cedar Creek Equity Investments, LLC, 2910 Kurt Street, Eustis, Florida, 32726 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 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 59.6 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. Multi-family units (Apartments)
2. Duplex, Triplex, Quadruplex units
3. Commercial uses (as a primary use)
4. All other uses not specifically permitted within these conditions under Permitted Uses above shall be prohibited.

C. Each property sold within this Planned Unit Development shall contain a statement notifying each purchaser of the adjacent industrial lands and uses as shown in Exhibit F, attached hereto.

4. DEVELOPMENT STANDARDS

A. The project shall contain a maximum of 141 detached single-family residential units at a gross density not to exceed 2.35 units per acre on the approximately 59.6-acre site.

B. 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.

C. The project shall be divided into 50 and 60- foot wide lots, as measured at the front building setback line, and shall have the following minimum development standards.

1. For 50-foot lots:
   a. No more than 70 lots shall have a minimum lot width of fifty (50) feet.
   b. Minimum house size: 1,500 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 lot size shall be 6,000 square feet.

e. Minimum lot width 50 feet
f. Minimum lot depth 120 feet
g. 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 60-foot lots:
a. No less than 71 lots shall have a minimum lot width of sixty (60) feet.
b. Minimum house size: 1,700 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 lot size shall be 7,200 square feet.
e. Minimum width 60 feet
f. Minimum depth 120 feet
g. 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.

3. For all structures:
a. Each single family detached residential structure shall have a minimum two car garage.
b. Each single family detached lot of less than sixty (60) feet in width shall have gutters constructed on the primary structure to direct stormwater away from the foundation. All single family attached structures shall have gutters constructed on the primary structure to direct stormwater away from the foundation.
c. Minimum distance between structures shall be as noted in in Section B *Development Standards* contained herein; as measured from building wall to building wall.
d. Roof overhang shall not exceed forty (40) percent of the distance between the building wall and the property line.
e. Maximum building height: two (2) stories or 35 feet.
f. 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.
g. 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.

h. Solid roof structures attached to the residence must meet the required rear setback as noted under "Minimum building setbacks."
i. 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 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 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 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.

D. A six-foot, opaque fence shall be required adjacent to Manor Oaks Court along the length of the Cedar Creek property boundary. The remainder of the property shall contain a spilt-rail fence, of either wood or vinyl/synthetic construction, which shall be installed around the remaining 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.

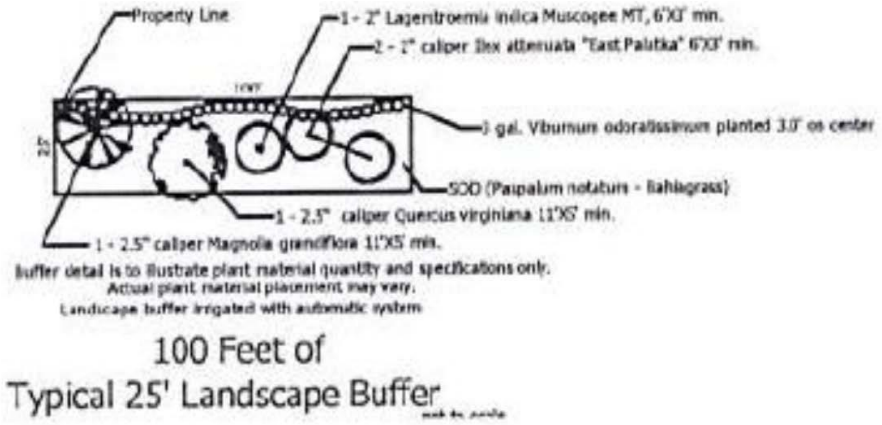
E. Land uses allowed within the upland buffers are limited to hiking trails, walkways, passive recreation activities and stormwater facilities as permitted by St. Johns River Water Management District.

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 County Road 33, as prescribed by Lake County Public Works, and/or FDOT as applicable, and shown on the Master Development Plan - Exhibit C, as amended. An additional access shall be provided along Manor Oaks Road. 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. The main access point on County Road 33 shall be constructed as a "boulevard-type" roadway, having a landscaped median area of at least eight (8) feet in width, and 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 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.

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 Director 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 responsibility to pay the</u>

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 be of sufficient width to 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 39,000 square feet (0.9 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 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.

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

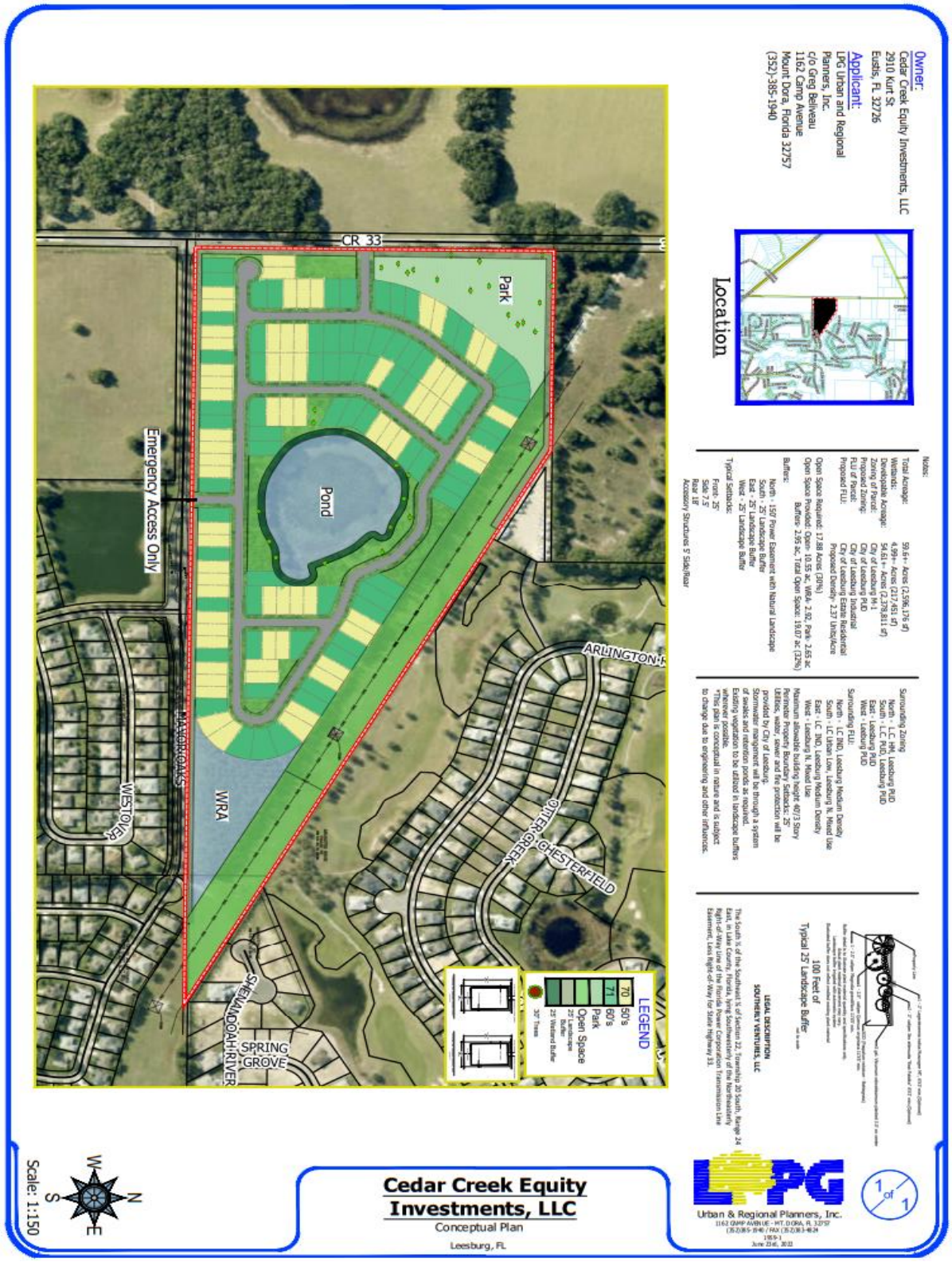
1. At this time, the City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.
2. Future development within the City of Leesburg utility service areas may impact the provision of utility services.

EXHIBIT B **LEGAL DESCRIPTION**
(from Conceptual Site Plan)

The South ½ of the Southeast ¼ of Section 22, Township 20 South, Range 24 East, in Lake County, Florida, lying Southwesterly of the Northeasterly Right-of-Way Line of the Florida Power Corporation Transmission Line Easement, Less Right-of-Way for State Highway 33.

EXHIBIT C **CONCEPTUAL SITE PLAN**

(to be revised to meet PUD standards as needed)



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PRESLEY





Presley

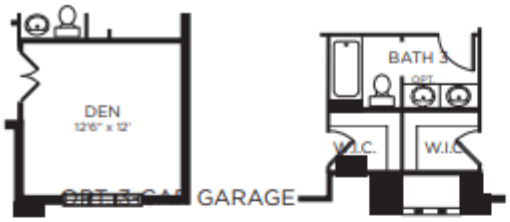
4 Bedrooms, 2.5 Baths, Loft, 2-Car Garage

drhorton.com/**orlando**

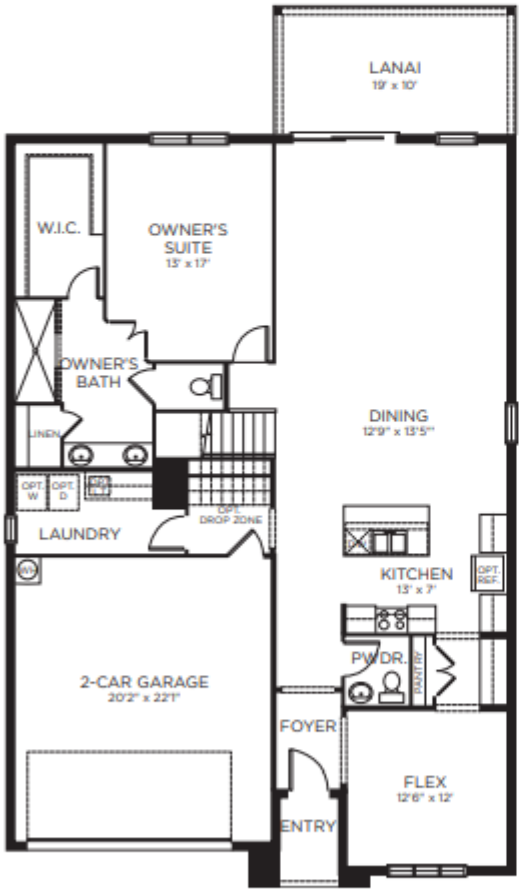
Floorplans and elevations are artist's renderings for illustration purposes only. Features, sizes and details are approximate and will vary from the homes as built. Square footage dimensions are approximate. Builder reserves the right to change and/or alter materials, specifications, features, dimensions, designs and price without prior notice or obligation. # CBC1252212

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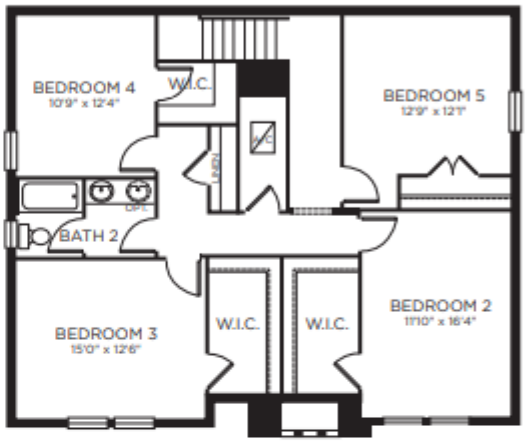
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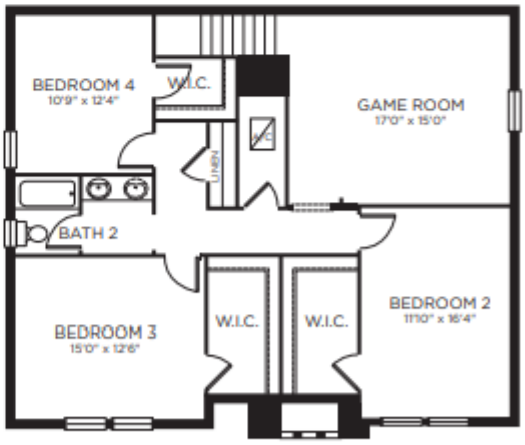
OPT. DEN OPT. BATH 3



FIRST FLOOR



OPT. BEDROOM 5



SECOND FLOOR

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D·R·HORTON
America's Builder

RAMONE





Ramone

4 Bedrooms, 2 Baths, 2-Car Garage

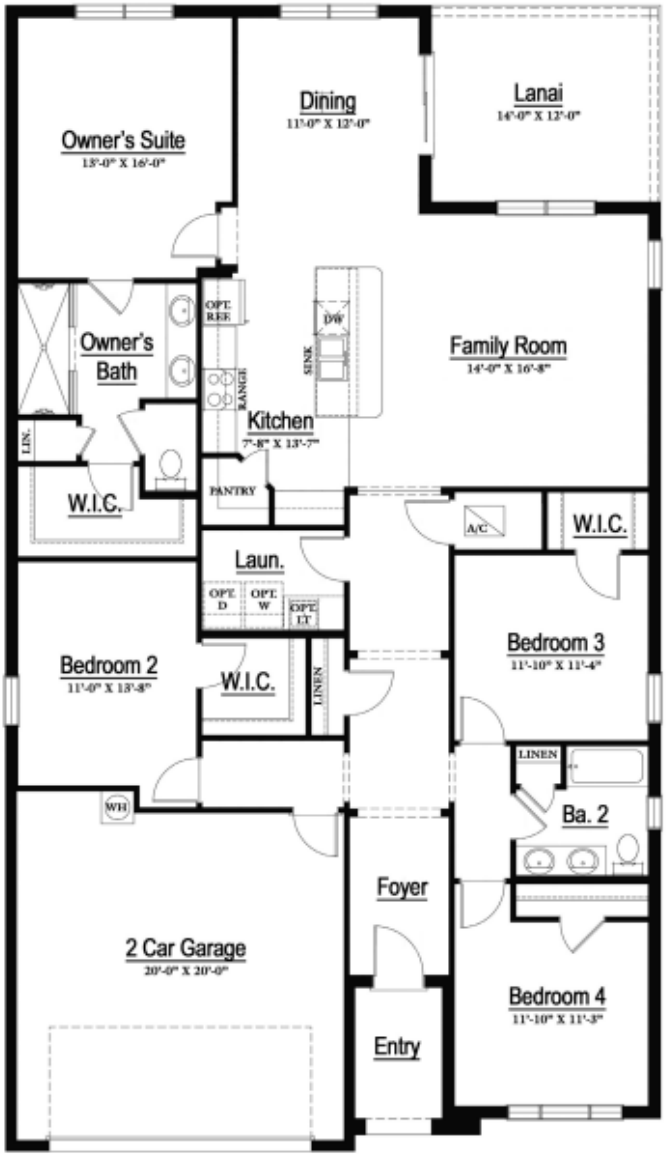
drhorton.com/**orlando**

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OPTIONAL BATH 3

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TRIUMPH





Triumph

3 Bedrooms, 2.5 Baths, Loft, 2-Car Garage

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STEELY







Steely

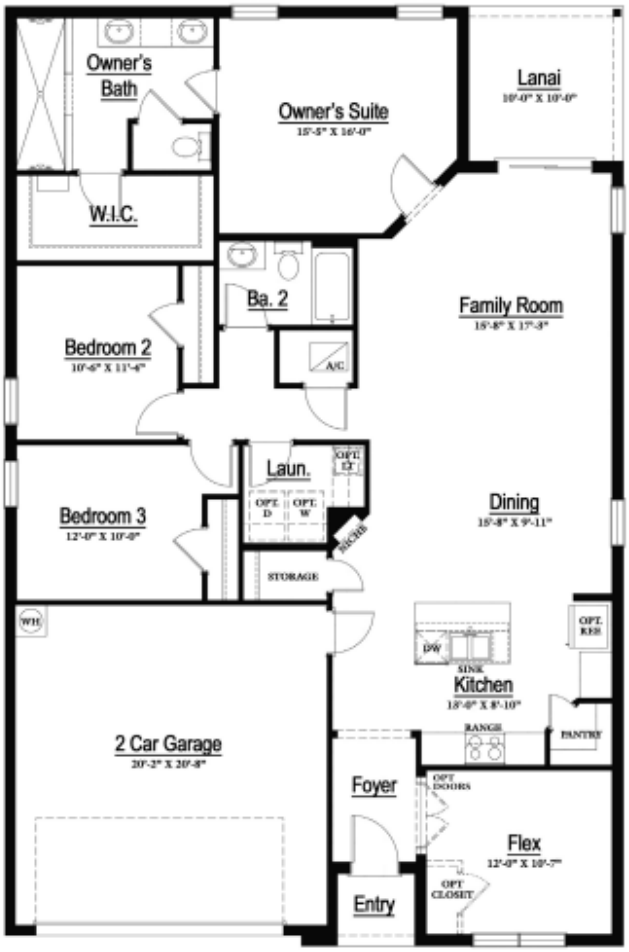
3 Bedrooms, 2 Baths, Flex Room, 2-Car Garage

drhorton.com/**orlando**

Floorplans and elevations are artist's renderings for illustration purposes only. Features, sizes and details are approximate and will vary from the homes as built. Square footage dimensions are approximate. Builder reserves the right to change and/or alter materials, specifications, features, dimensions, designs and price without prior notice or obligation. # CBC1252212

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Stair Location with Opt. Upper Floor



Opt. 2nd Floor w/ Game Room

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[redacted]

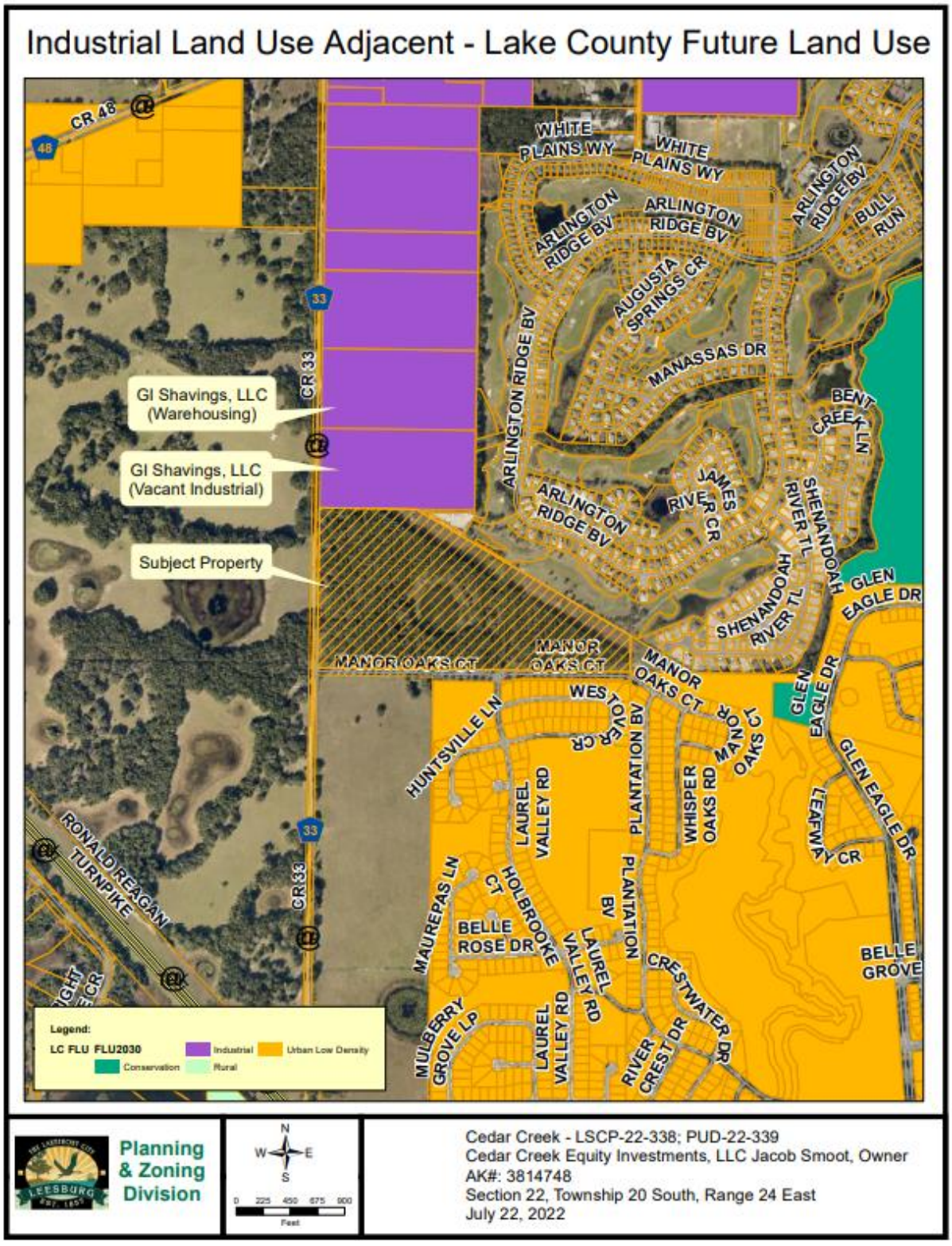
TYPICAL DARK SKY LIGHTING FIXTURES



NOTICE OF INDUSTRIAL USE

This notice is provided to declare that the Cedar Creek subdivision, as described herein, and generally located east of County Road 33 and north of Manor Oaks Court, in Section 22, Township 20 South, Range 24 East as shown in the Public Records of Lake County, Florida, does lie near or adjacent to property currently planned, developed and used for industrial purposes. Purchasers of property within this subdivision do hereby accept and understand that said adjacent property shall continue to be used for industrial purposes and uses, and that said uses can create dust, noise and vibration in daily use. A copy of this NOTICE OF ADJACENT INDUSTRIAL USE, shall accompany all present and future lot sales for the Cedar Creek.

_____/_____
Property Purchaser/Date
Cedar Creek Subdivision
Section 22 Township 20 South Range 24 East
Leesburg, Florida


Industrial Land Use Adjacent - Lake County Future Land Use
CR 48
WHITE PLAINS WY
ARLINGTON RIDGE BV
AUGUSTA SPRINGS CR
BULL RUN
MANASSAS DR
BENT CREEK LN
JAMES RIVER CR
SHENANDOAH RIVER TL
GLEN EAGLE DR
MANOR OAKS CT
WESTOVER CR
HUNTSVILLE LN
LAUREL VALLEY RD
PLANTATION BV
WHISPER OAKS RD
LEAFWAY CR
MAUREPAS LN
HOLBROOKE CT
BELLE ROSE DR
CRESTWATER DR
BELLE GROVE
MULBERRY GROVE LP
RIVER CREST DR
CR 33
RONALD REAGAN TURNPIKE
GI Shavings, LLC (Warehousing)
GI Shavings, LLC (Vacant Industrial)
Subject Property
Legend:
LC FLU FLU2030
Industrial
Urban Low Density
Conservation
Rural
Planning & Zoning Division
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Cedar Creek - LSCP-22-338; PUD-22-339
Cedar Creek Equity Investments, LLC Jacob Smoot, Owner
AK#: 3814748
Section 22, Township 20 South, Range 24 East
July 22, 2022

CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS

DATE:	August 18, 2022
OWNER:	Cedar Creek Equity Investments, LLC
PETITIONER:	Cedar Creek Equity Investments, LLC
PROJECT:	Cedar Creek Residential Subdivision
REQUEST:	Change Future Land Use Designation to allow for a single-family residential subdivision
CASE NO.:	PUD-22-339

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), Lake County PUD (Planned Unit Development) and City 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 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 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 City of Leesburg M-1 (Industrial) 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: August 18, 2022
OWNER: Cedar Creek Equity Investments, LLC, Jacob C. Smoot, Owner
PETITIONER: Michael Rankin, LPG Urban and Regional Planners, Inc.
PROJECT: Cedar Creek Residential
REQUEST: Large Scale Comprehensive Plan Amendment to Estate Residential; Zoning to PUD (Planned Unit Development)
CASE NO.: LSCP 22-338 PUD-22-339

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 8/12/22

FIRE

No comments received as of 8/12/22

ELECTRIC

No comments received as of 8/12/22

GAS

No comments received as of 8/12/22

GIS

No comments received as of 8/12/22

BUILDING

No comments received as of 8/12/22

PUBLIC WORKS

No comments received as of 8/12/22

ADDRESSING

No comments received as of 8/12/22

ECONOMIC DEVELOPMENT

No comments received as of 8/12/22

LAKE COUNTY PUBLIC WORKS

No comments received as of 8/12/22

LAKE COUNTY SCHOOLS

No comments received as of 8/12/22

PUBLIC RESPONSES

Approval

none

Disapproval

2 disapprovals 1 with comments

No comment

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

Daniel Sarkisian – Security along Fenced Lane on Manor Oaks Court should be addressed first widening of St. Rd 33 to red light at intersection of 4700 & 48 the traffic with heavy trucks is terrible.

CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY

DATE: August 18, 2022

OWNER: Cedar Creek Equity Investments, LLC, Jacob C. Smoot, Owner
PETITIONER: Michael Rankin, LPG Urban and Regional Planners, Inc.
PROJECT: Cedar Creek Residential
REQUEST: Large Scale Comprehensive Plan Amendment to Estate Residential; Zoning to PUD (Planned Unit Development)
CASE NO.: LSCP-22-338, PUD-22-339

GENERAL LOCATION: The property is generally located east of County Road 33 and north of Manor Oaks Court.

FUTURE LAND USE DESIGNATION: Industrial

SURROUNDING FUTURE LAND USE DESIGNATION:
North – Lake County Industrial
South – Lake County Urban Low Density; Neighborhood Mixed Use
East – Neighborhood Mixed Use
West – Neighborhood Mixed Use

PROPOSED FUTURE LAND USE DESIGNATION: Estate Residential

EXISTING ZONING DESIGNATION: M-1 (Industrial)

SURROUNDING ZONING DESIGNATIONS:
North – PUD (Planned Unit Development); Lake County HM (Heavy Industrial District)
South – PUD (Planned Unit Development); Lake County PUD (Planned Unit Development)
East – PUD (Planned Unit Development)
West – PUD (Planned Unit Development)

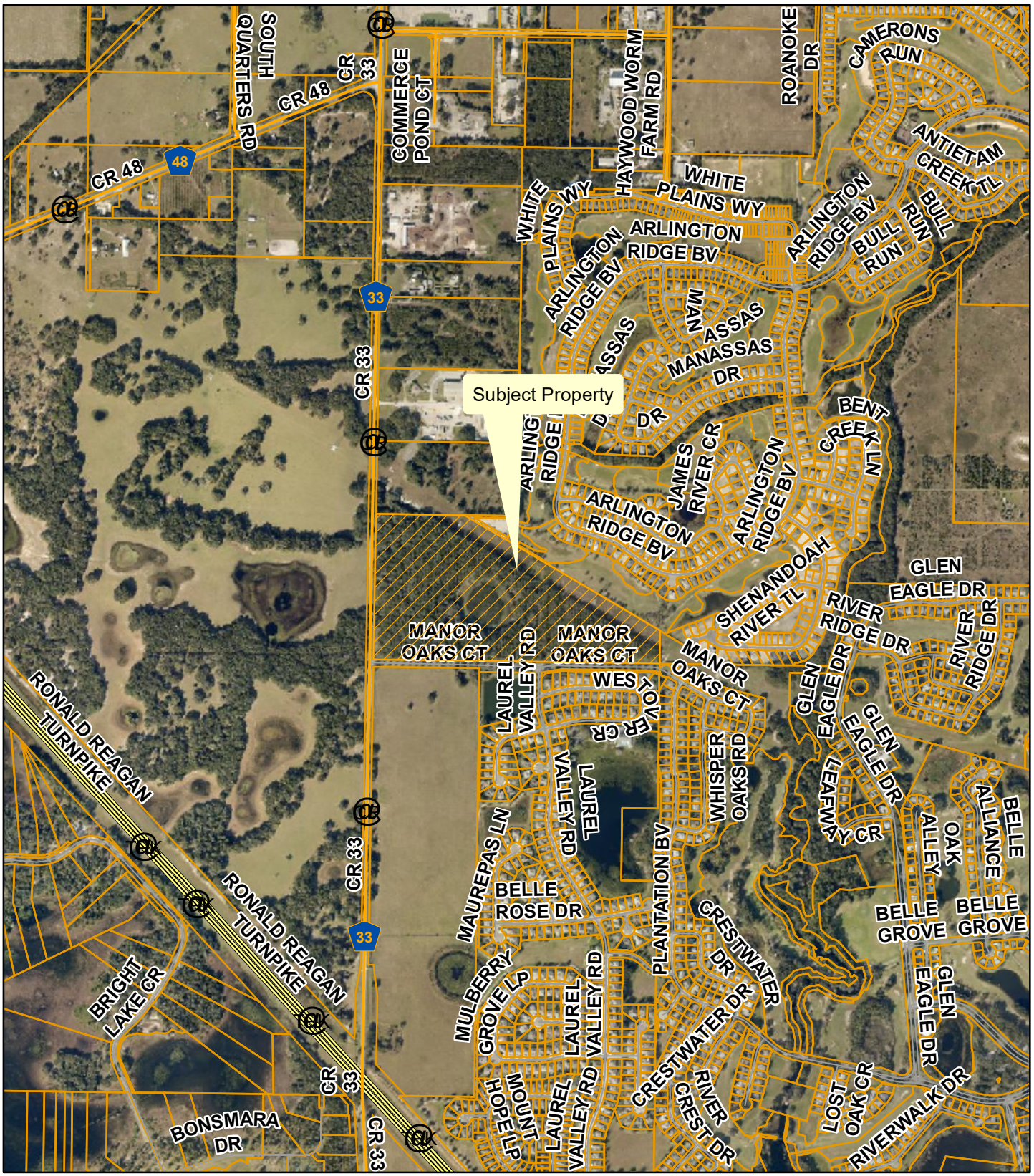
PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

EXISTING LAND USE: Timber

SURROUNDING LAND USE:
North – Industrial (vacant)
South – Agriculture (crop land); Residential subdivision
East – Residential subdivision and golf course
West – Agriculture

PROPOSED LAND USE: Single Family Residential subdivision

Aerial



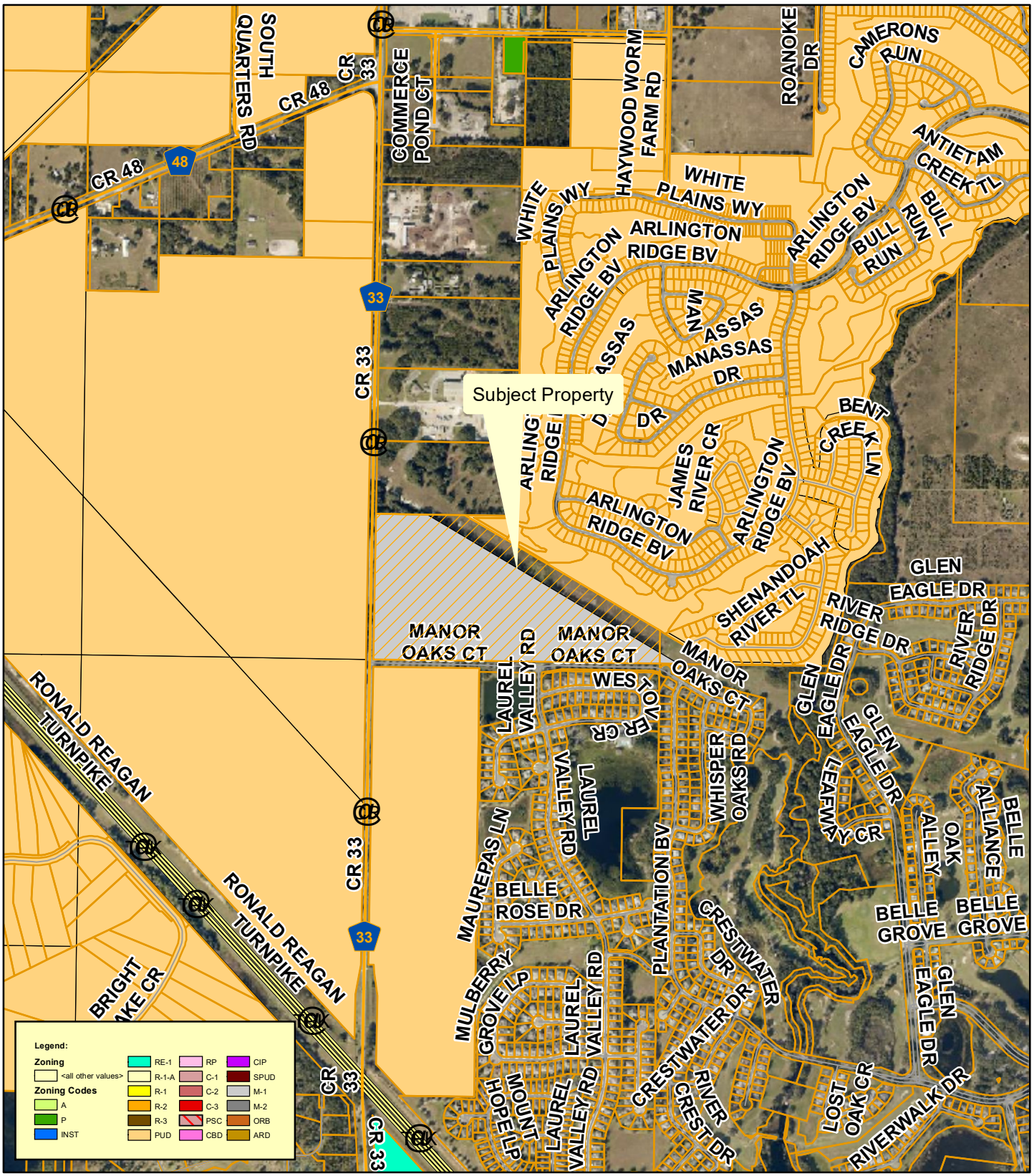
Planning & Zoning Division

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Cedar Creek - LSCP-22-338; PUD-22-339
Cedar Creek Equity Investments, LLC Jacob Smoot, Owner
AK#: 3814748
Section 22, Township 20 South, Range 24 East
July 22, 2022

Zoning



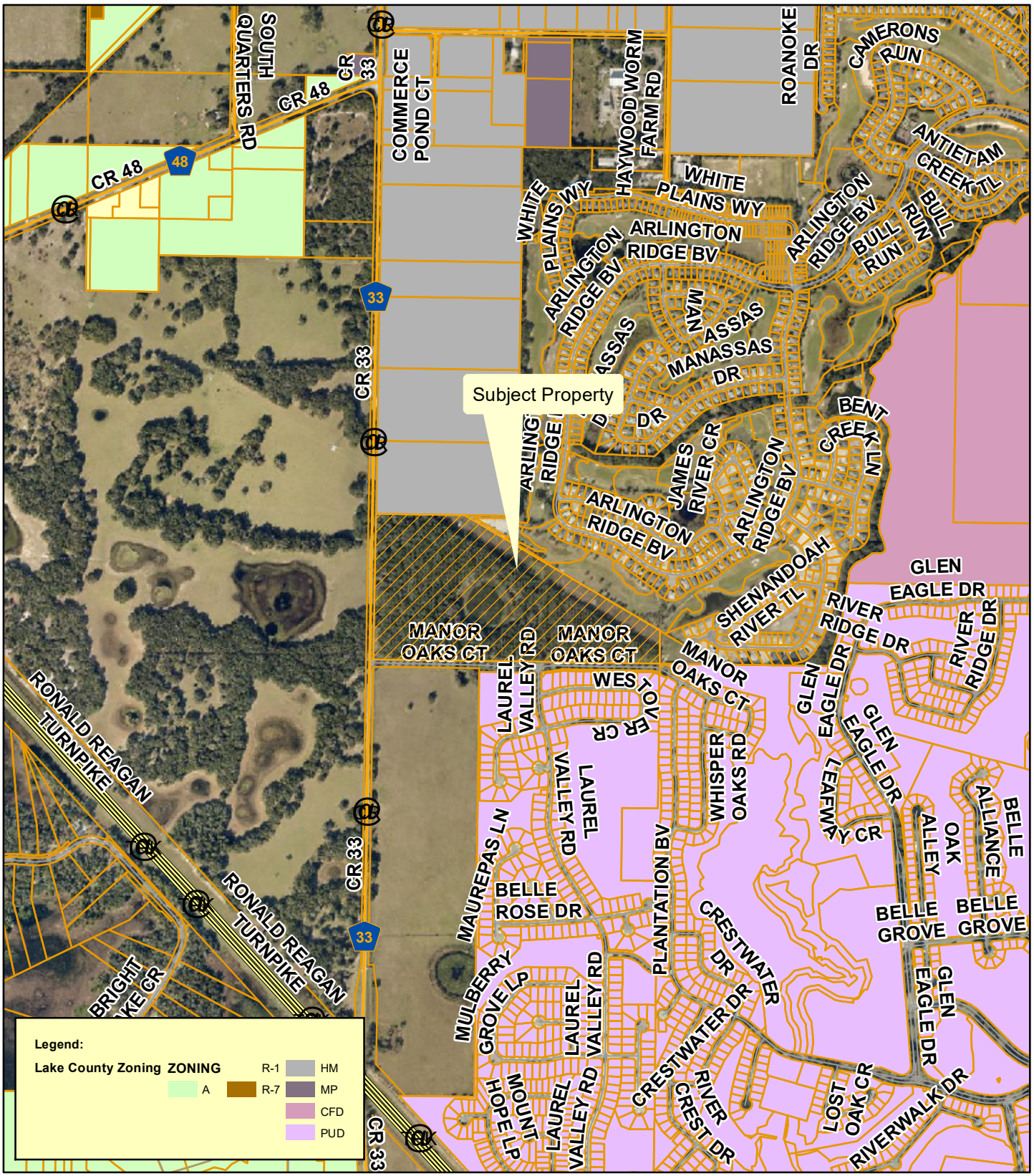
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Cedar Creek - LSCP-22-338; PUD-22-339
Cedar Creek Equity Investments, LLC Jacob Smoot, Owner
AK#: 3814748
Section 22, Township 20 South, Range 24 East
July 22, 2022

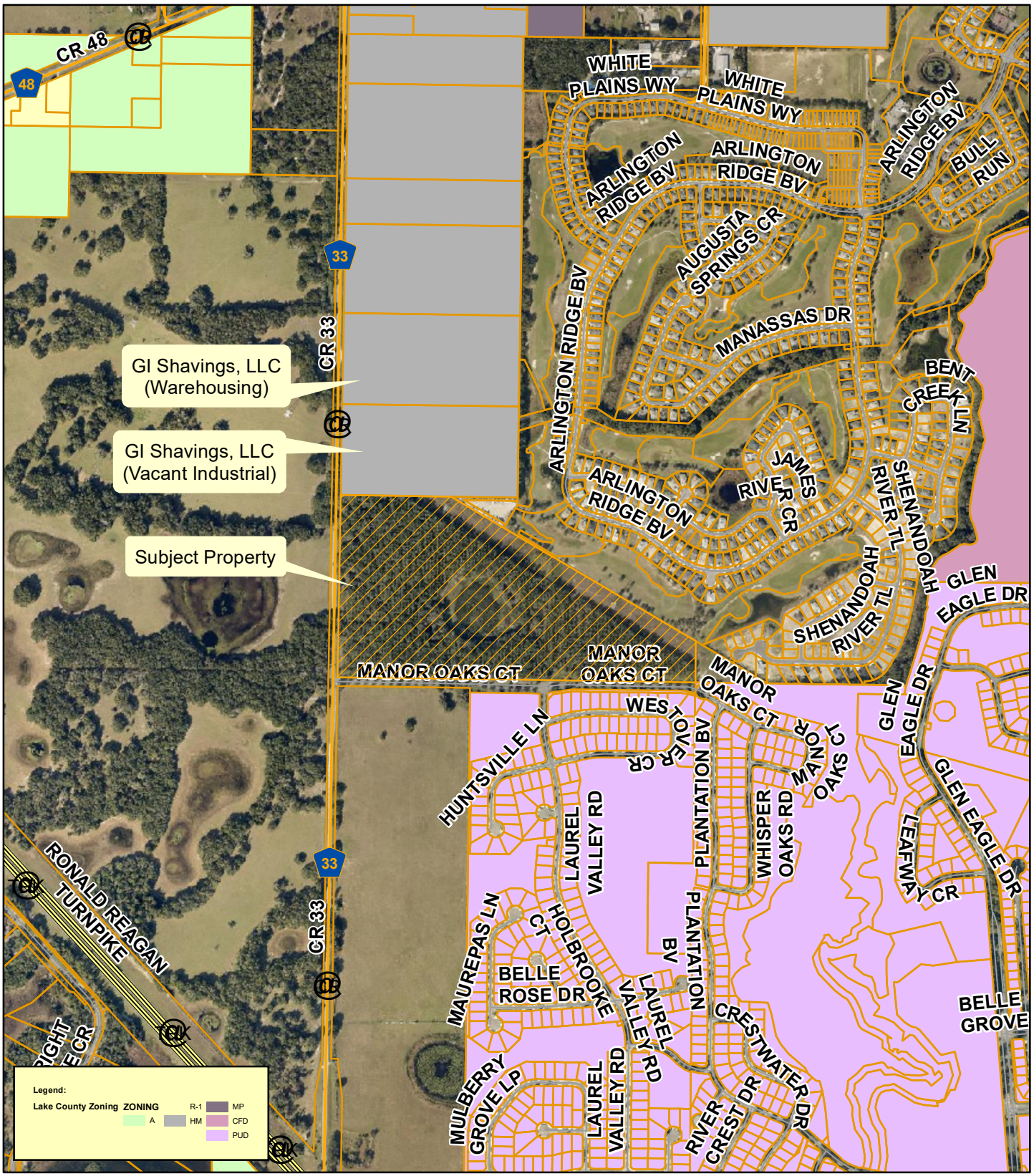
Lake County Zoning



Planning & Zoning Division

Cedar Creek - LSCP-22-338; PUD-22-339
Cedar Creek Equity Investments, LLC Jacob Smoot, Owner
AK#: 3814748
Section 22, Township 20 South, Range 24 East
July 22, 2022

Industrial Land Use Adjacent - Lake County Zoning



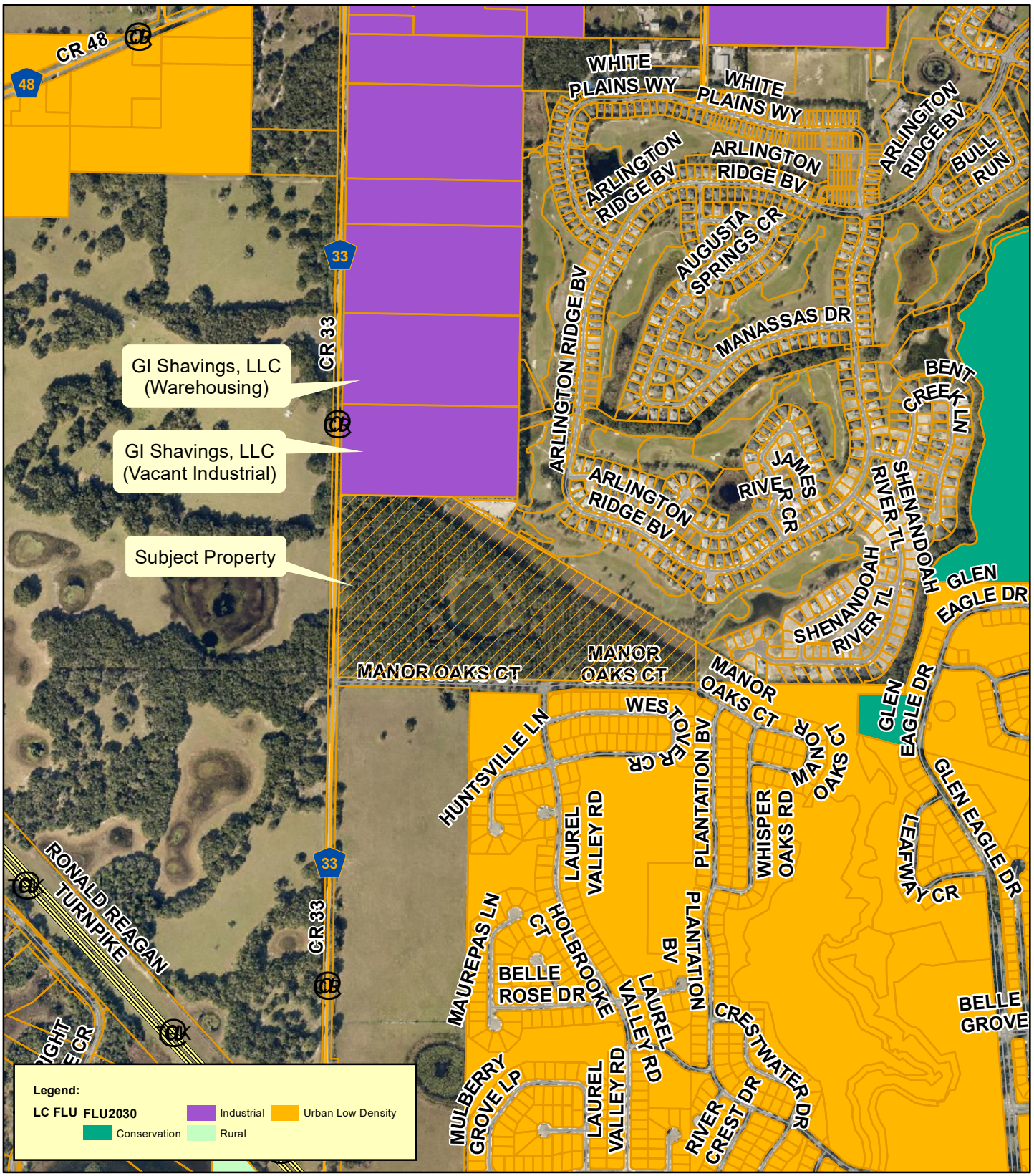
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Cedar Creek - LSCP-22-338; PUD-22-339
Cedar Creek Equity Investments, LLC Jacob Smoot, Owner
AK#: 3814748
Section 22, Township 20 South, Range 24 East
July 22, 2022

Industrial Land Use Adjacent - Lake County Future Land Use



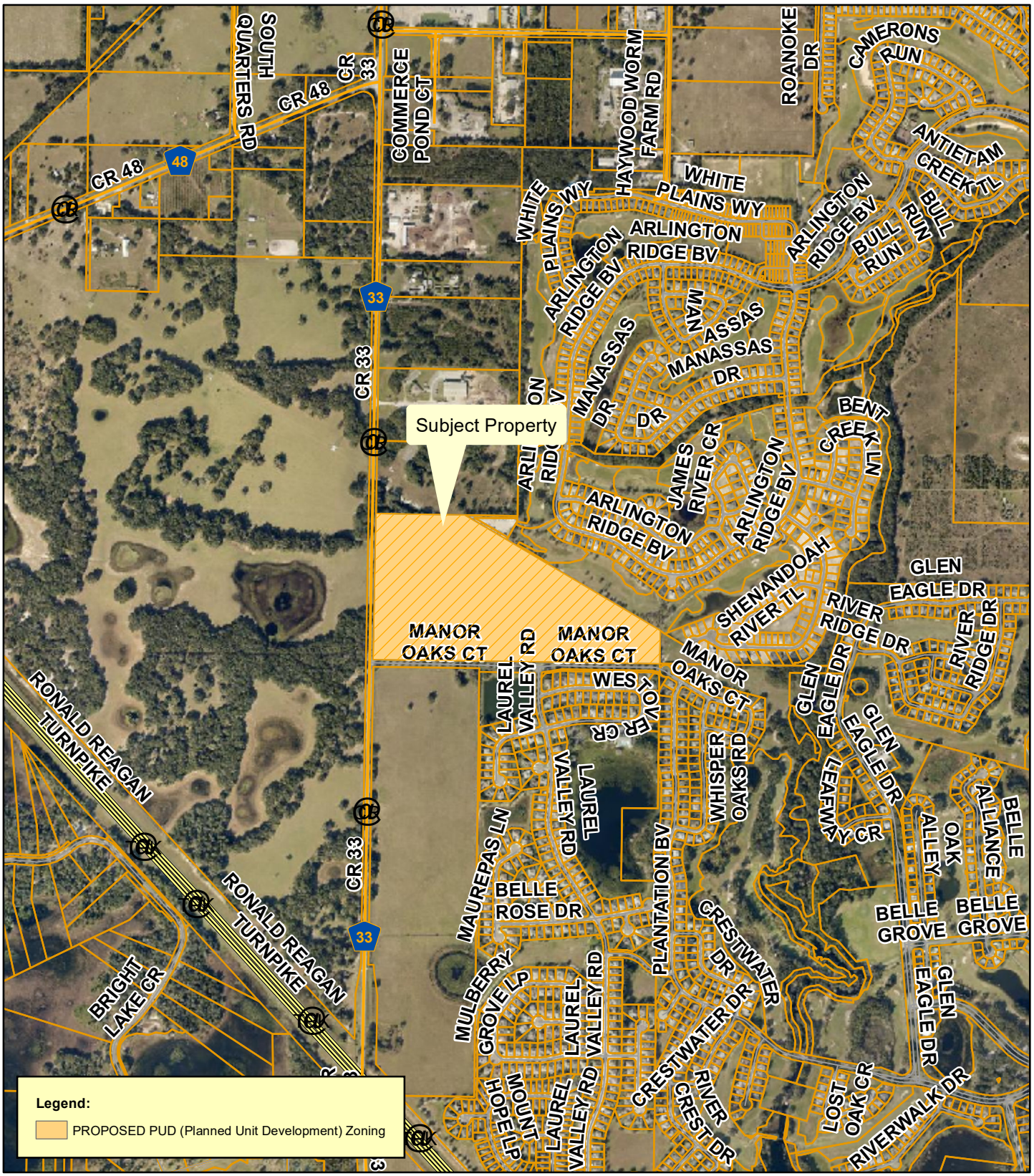
Planning & Zoning Division

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Cedar Creek - LSCP-22-338; PUD-22-339
Cedar Creek Equity Investments, LLC Jacob Smoot, Owner
AK#: 3814748
Section 22, Township 20 South, Range 24 East
July 22, 2022

PROPOSED ZONING



Planning & Zoning Division

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Cedar Creek - LSCP-22-338; PUD-22-339
Cedar Creek Equity Investments, LLC Jacob Smoot, Owner
AK#: 3814748
Section 22, Township 20 South, Range 24 East
July 22, 2022

Surrounding Existing Land Use Map



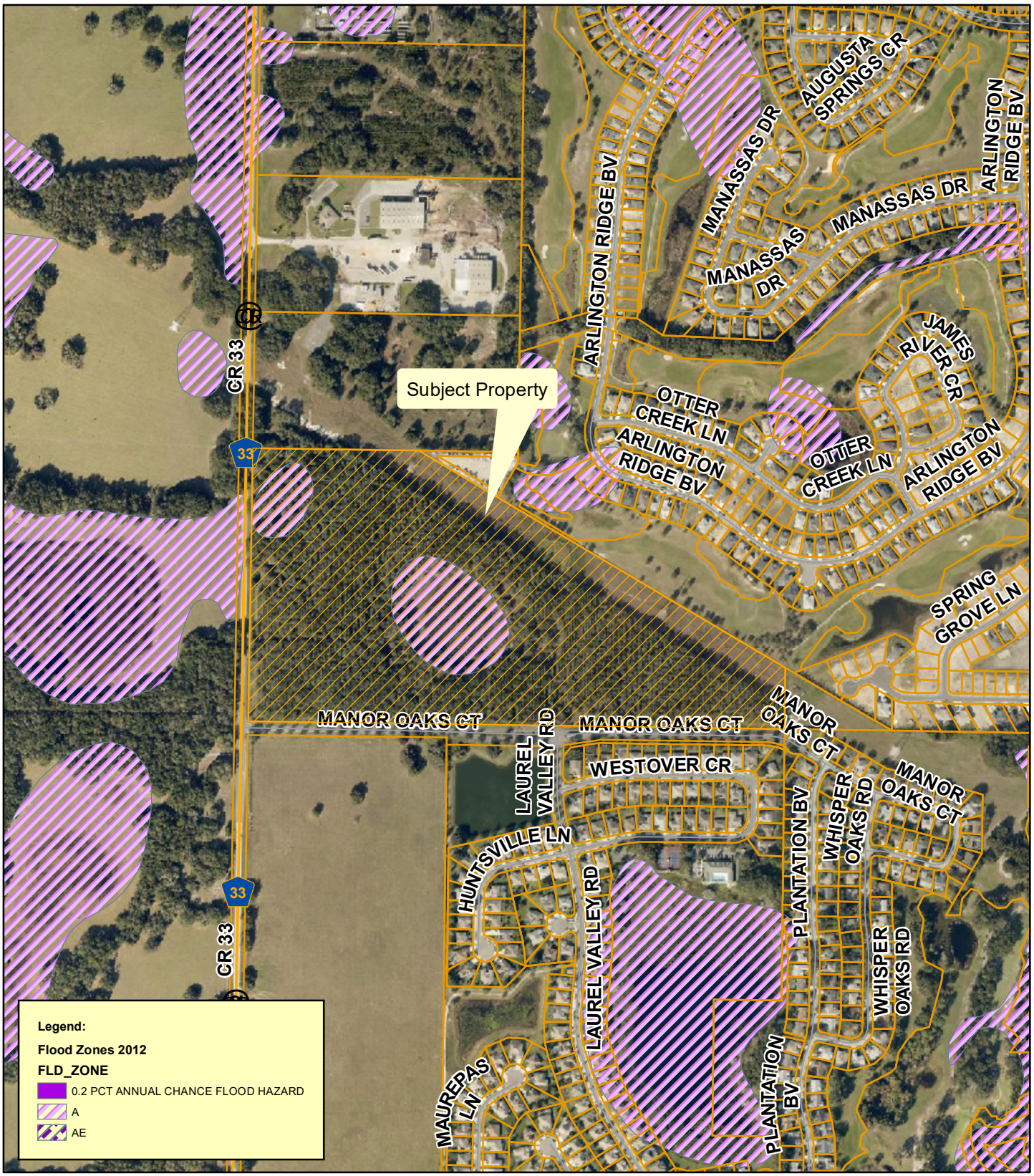
Planning & Zoning Division

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Cedar Creek - LSCP-22-338; PUD-22-339
Cedar Creek Equity Investments, LLC Jacob Smoot, Owner
AK#: 3814748
Section 22, Township 20 South, Range 24 East
July 22, 2022

Flood Zones

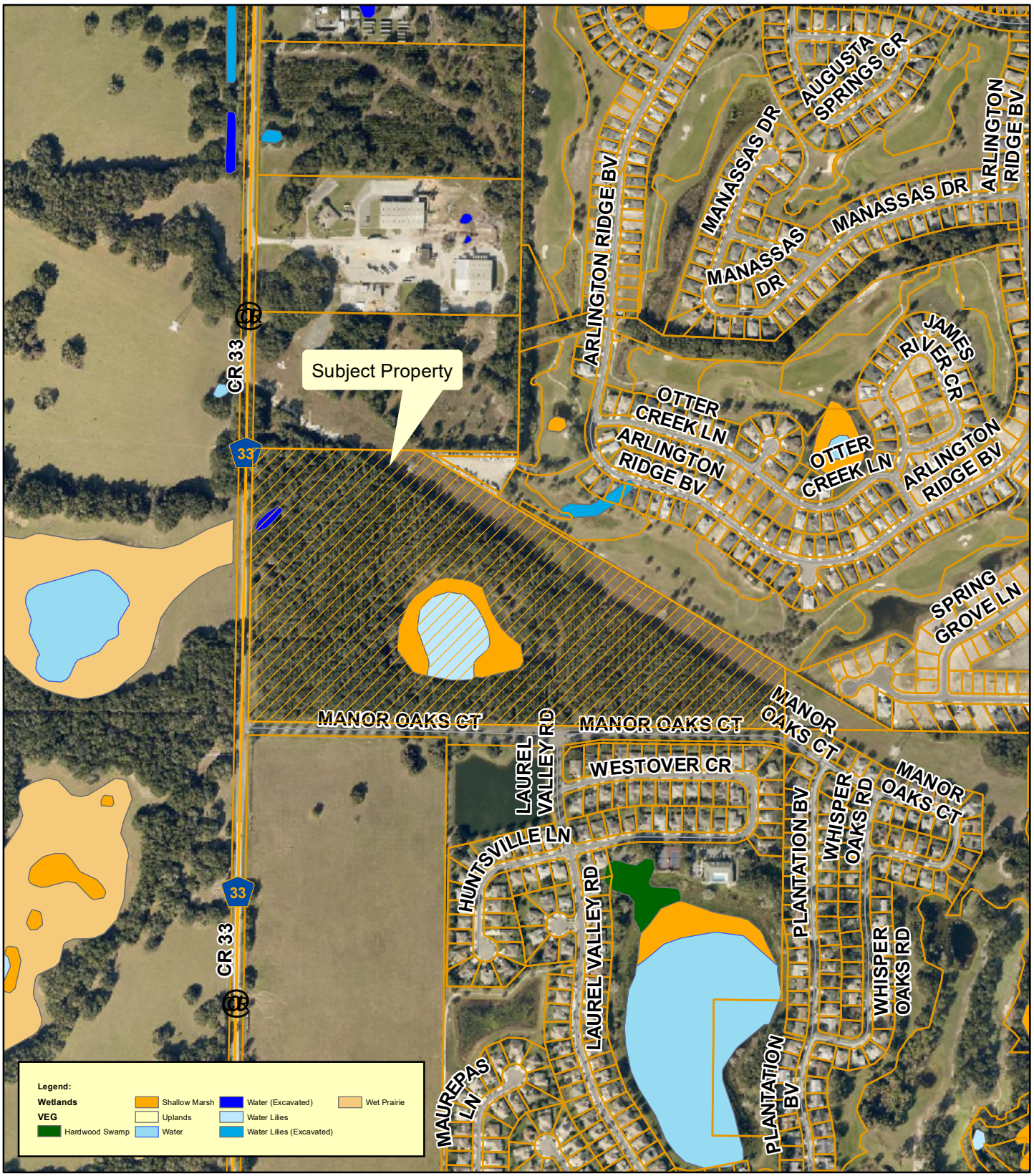


Planning & Zoning Division

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Cedar Creek - LSCP-22-338; PUD-22-339
Cedar Creek Equity Investments, LLC Jacob Smoot, Owner
AK#: 3814748
Section 22, Township 20 South, Range 24 East
July 22, 2022

Wetlands



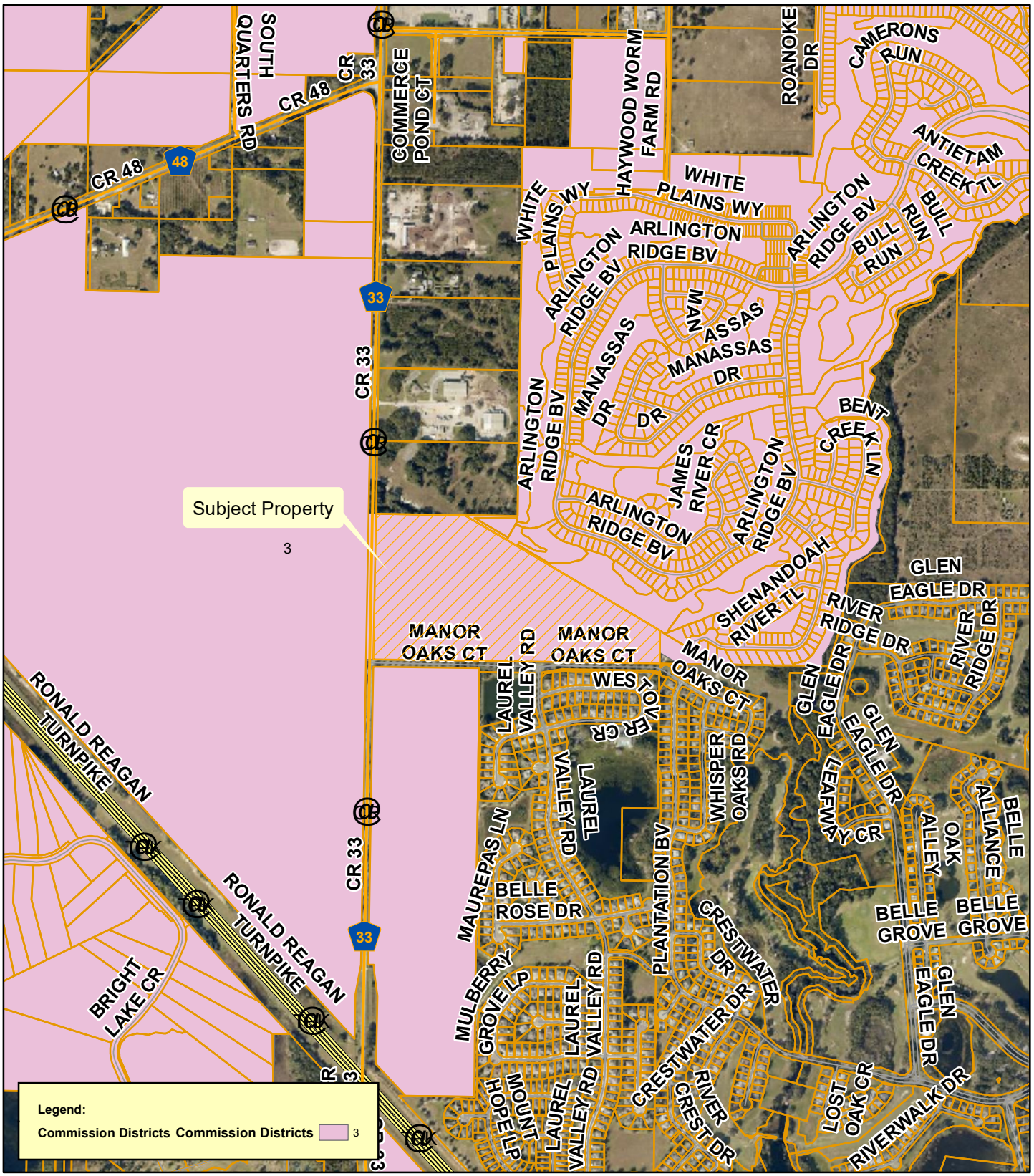
Planning & Zoning Division

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Cedar Creek - LSCP-22-338; PUD-22-339
Cedar Creek Equity Investments, LLC Jacob Smoot, Owner
AK#: 3814748
Section 22, Township 20 South, Range 24 East
July 22, 2022

Commission Districts



Planning & Zoning Division

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Cedar Creek - LSCP-22-338; PUD-22-339
Cedar Creek Equity Investments, LLC Jacob Smoot, Owner
AK#: 3814748
Section 22, Township 20 South, Range 24 East
July 22, 2022

Cedar Creek



Looking north into the property on Manor Oaks Ct



Looking east on Manor Oaks Ct



Looking south on Manor Oaks Ct



Looking west on Manor Oaks Ct



Looking east into the property on CR 33



Looking south on CR 33



Looking west on CR 33



Looking north on CR 33

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.A.6.

Meeting Date: November 28, 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 28th day of November 2022.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

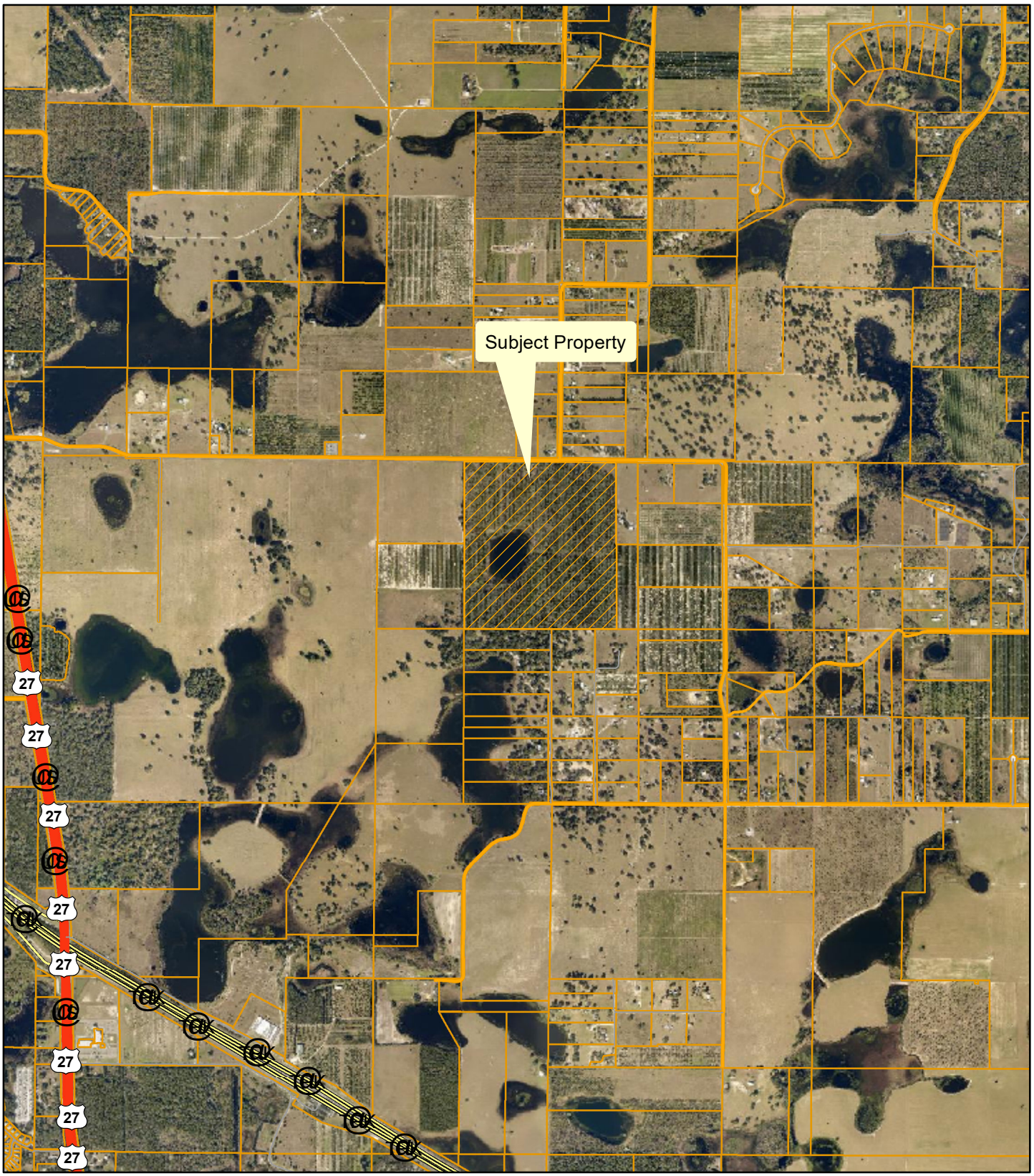
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City Clerk

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



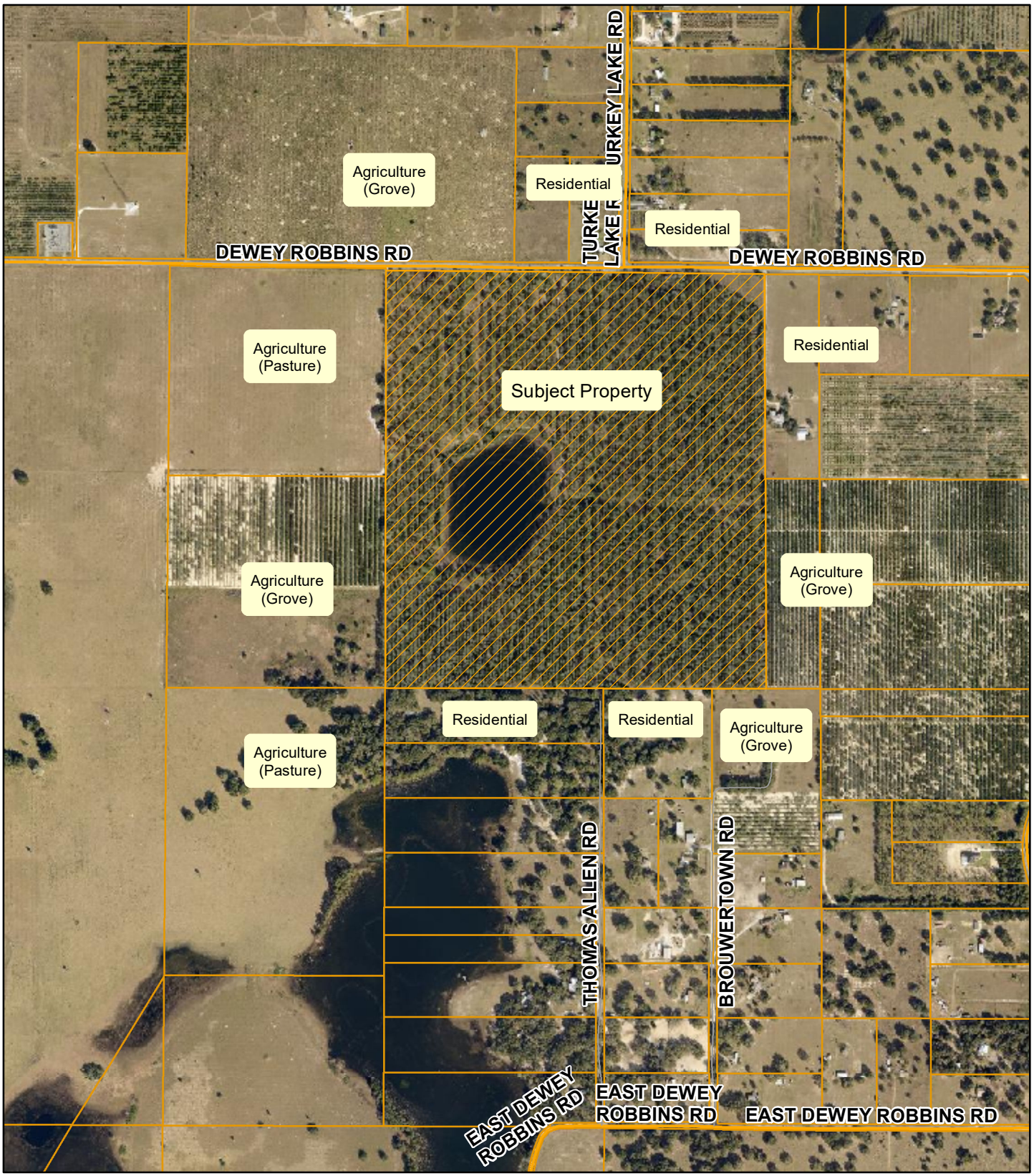
Planning & Zoning Division

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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



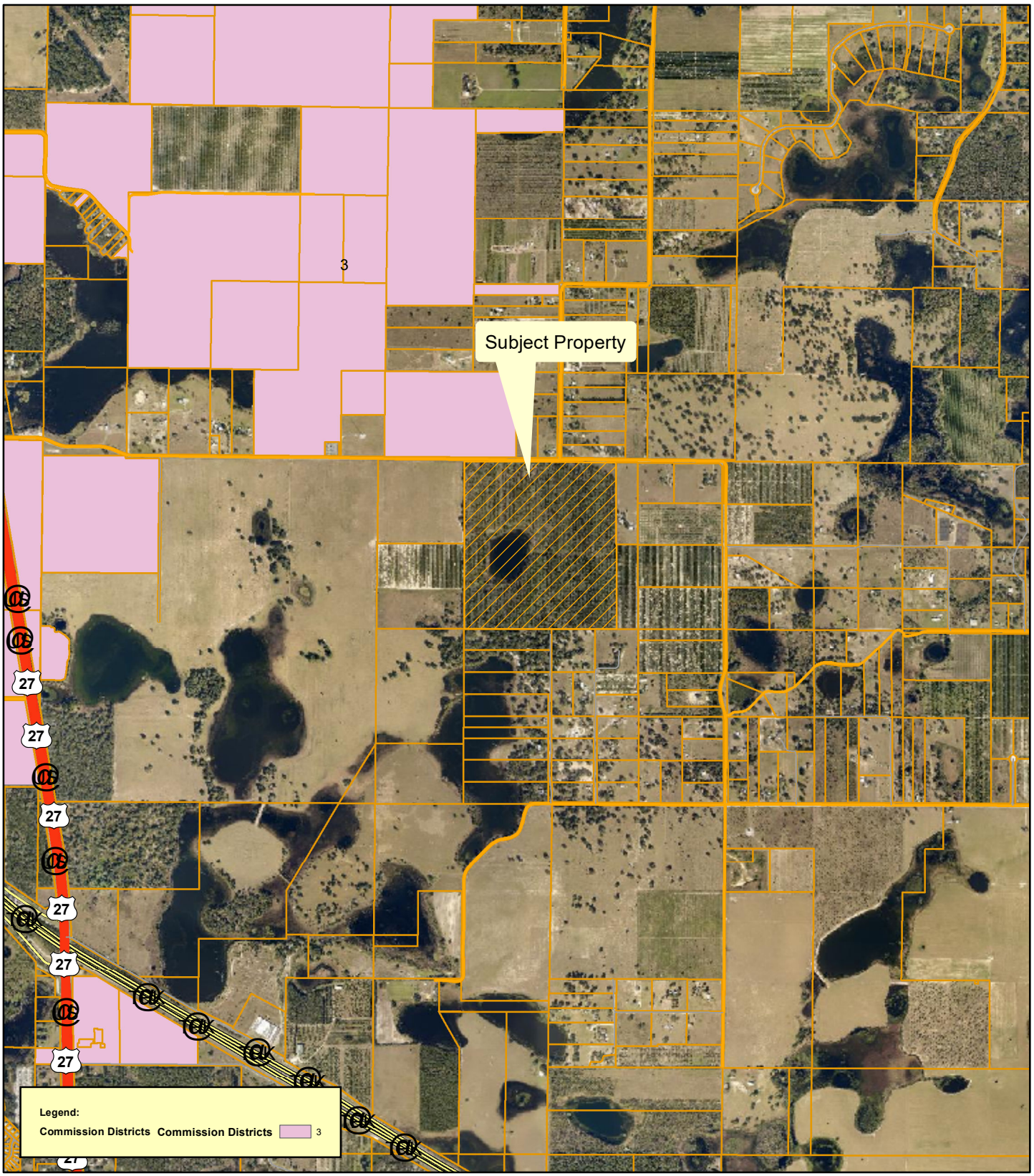
Planning & Zoning Division

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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.7.

Meeting Date: November 28, 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 28th day of November 2022.

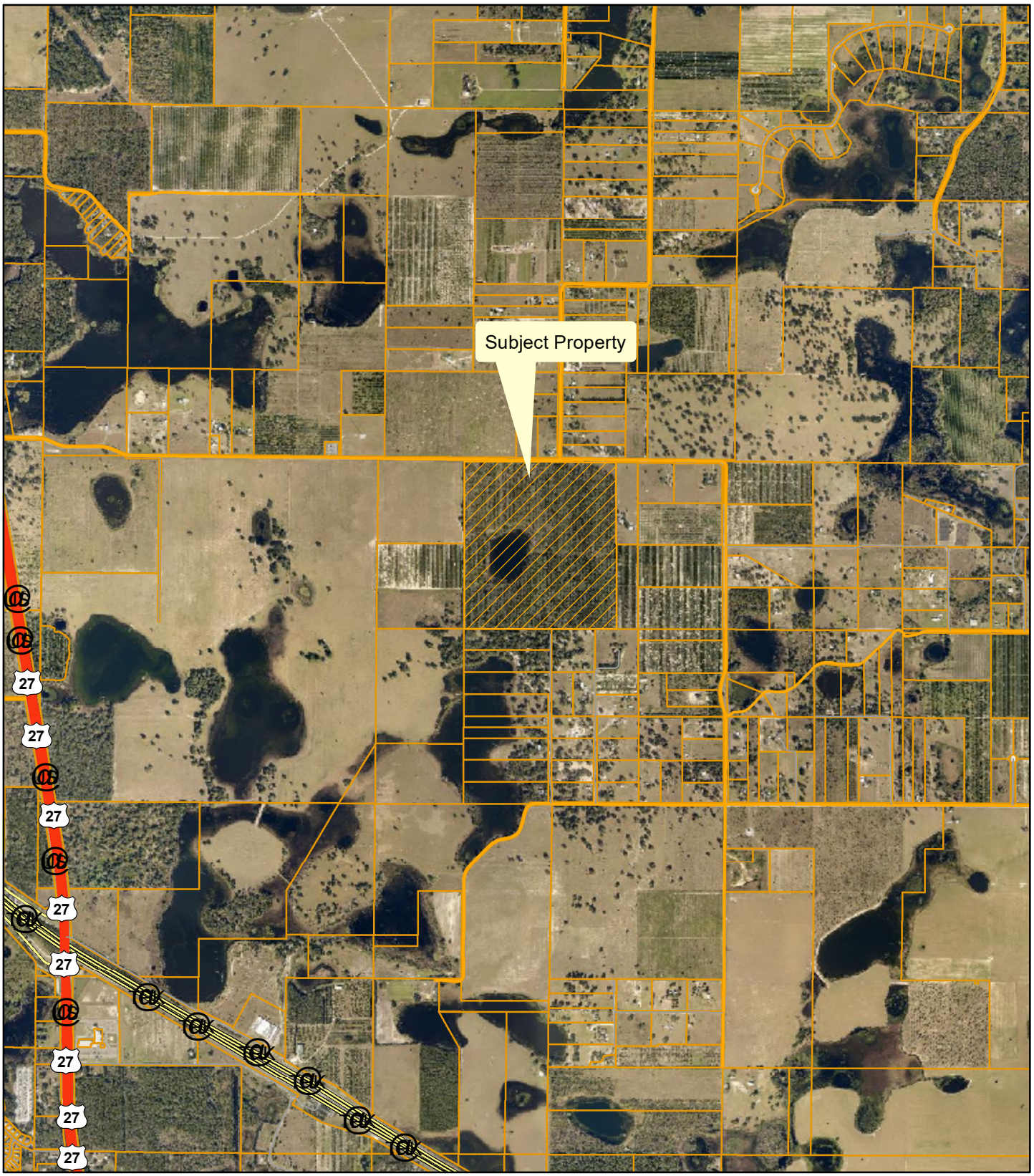
THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

Aerial



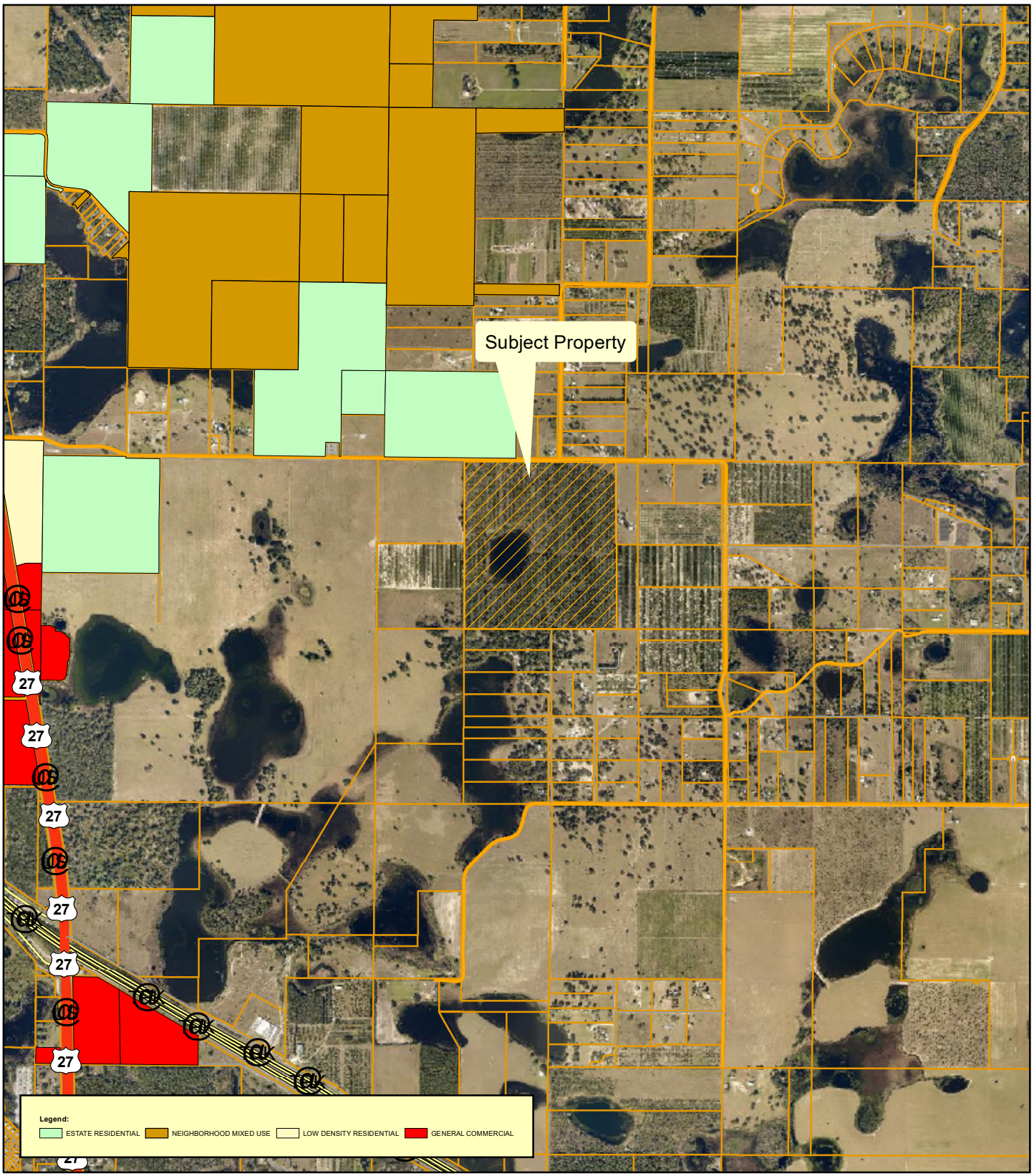
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Anthony Property
Dewey Robbins Road
AK#: 1210178
Section 05, Township 21 South, Range 25 East
June 16, 2022

Future Land Use



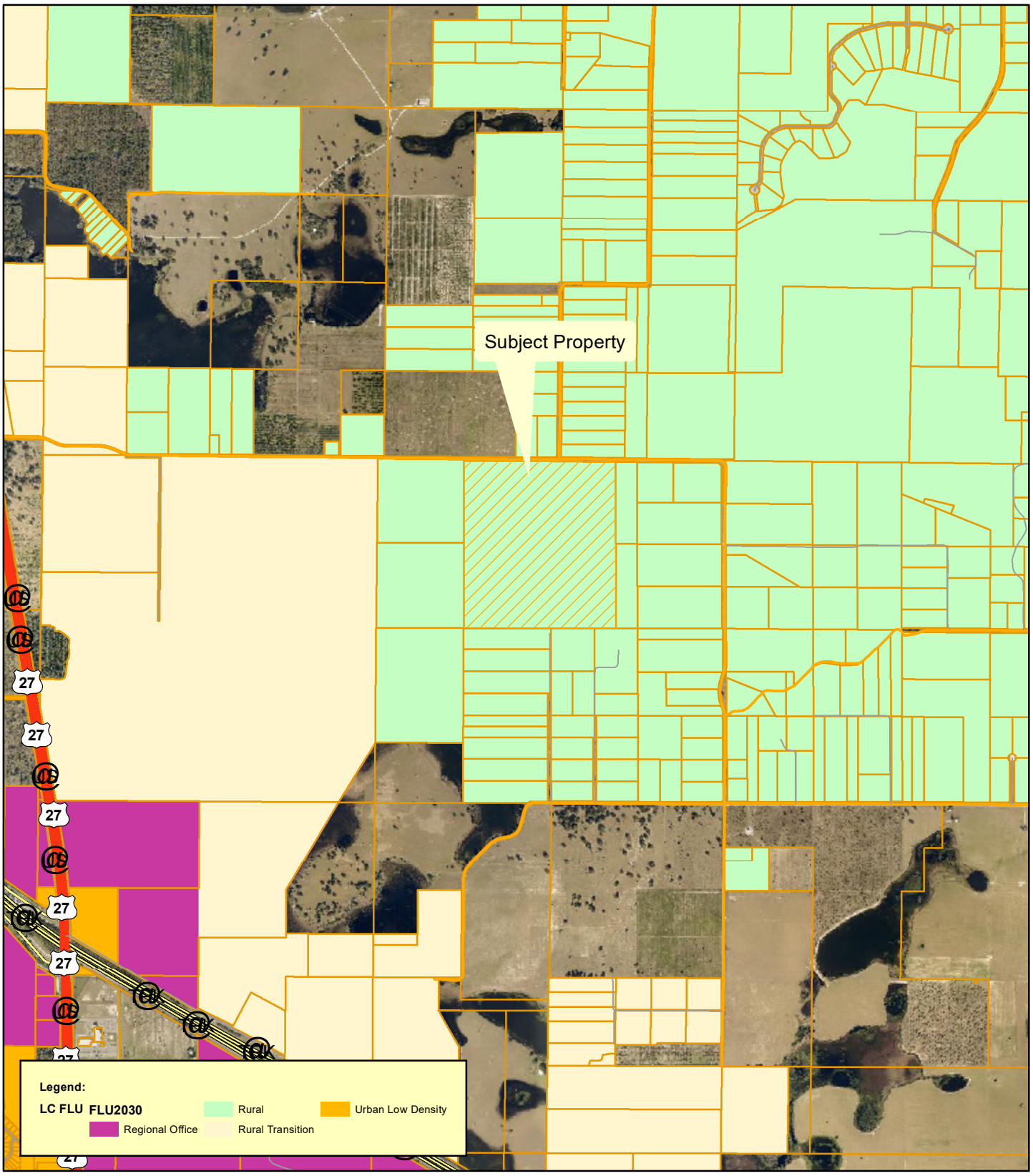
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Anthony Property
Dewey Robbins Road
AK#: 1210178
Section 05, Township 21 South, Range 25 East
June 16, 2022

Lake County Future Land Use



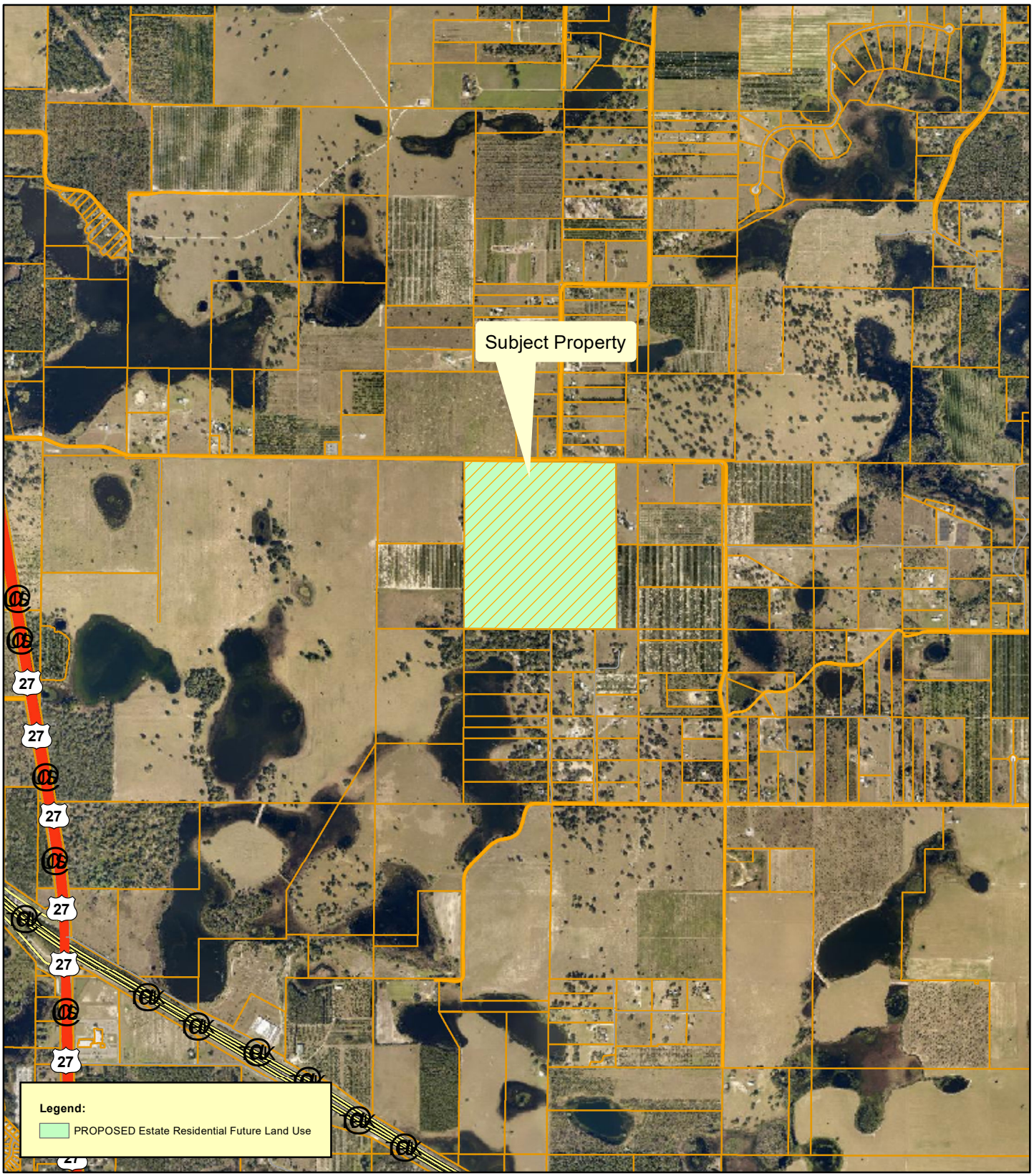
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Anthony Property
Dewey Robbins Road
AK#: 1210178
Section 05, Township 21 South, Range 25 East
June 16, 2022

PROPOSED Future Land Use



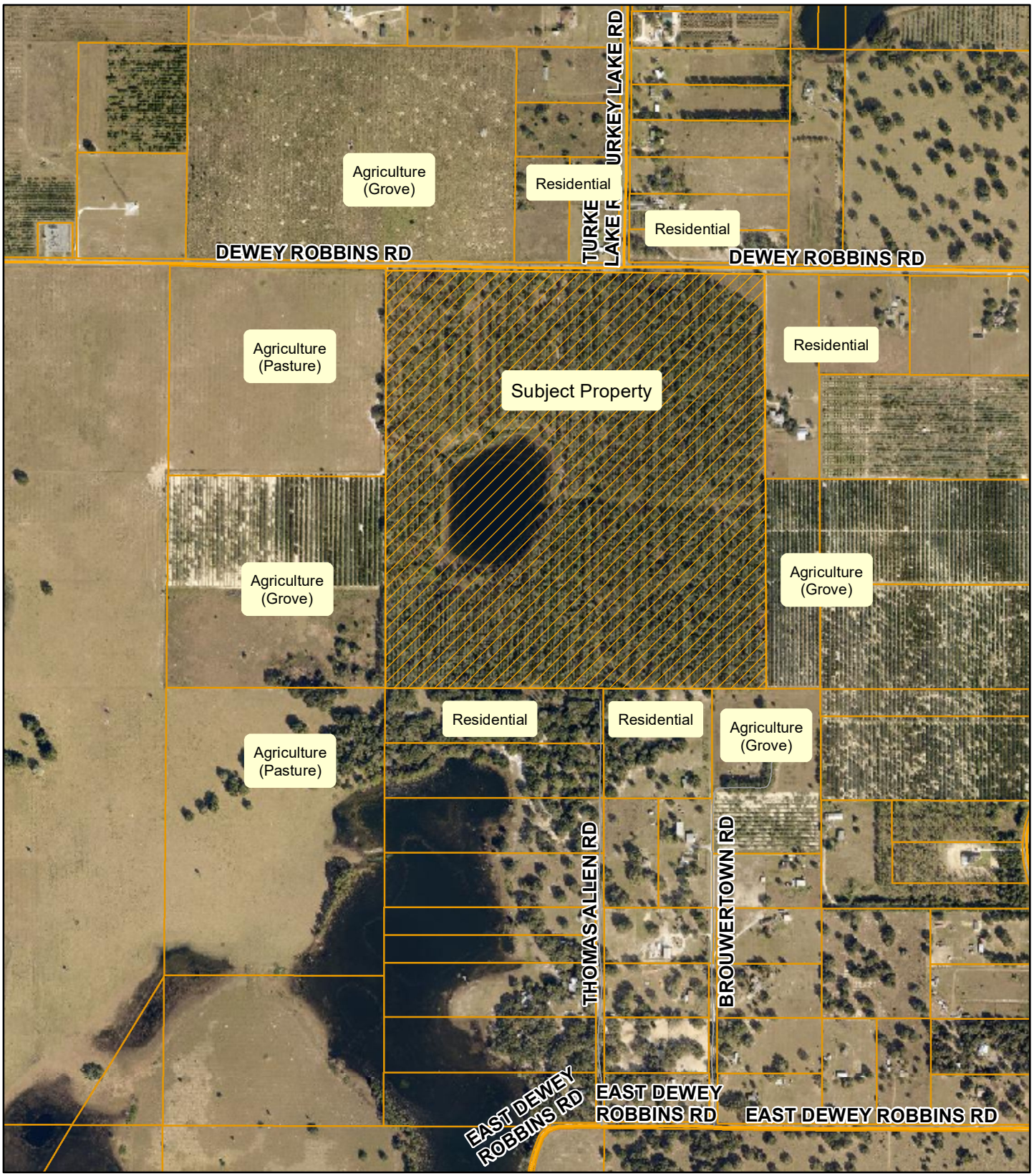
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Anthony Property
Dewey Robbins Road
AK#: 1210178
Section 05, Township 21 South, Range 25 East
June 16, 2022

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.8.

Meeting Date: November 28, 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 28th day of November 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. To direct stormwater away from the foundation of each home, the following requirements for rain gutters shall apply to all primary structures on lots with a side yard setback of five (5) feet or less.
    a. Homes with a hip roof shall have gutters on all sides of the structure.
    b. Homes with any other style of roof, other than a hip roof, shall have gutters require only on the sides of the structure.
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.

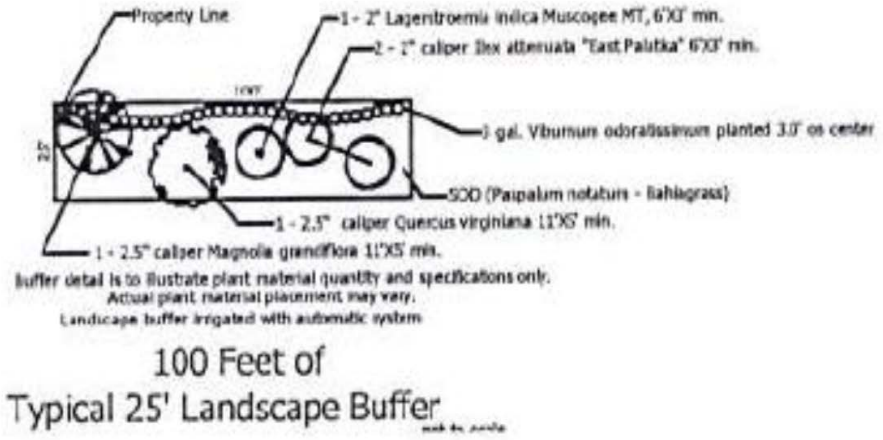
E. Land uses allowed within the upland buffers are limited to hiking trails, walkways, passive recreation activities and stormwater facilities as permitted by St. Johns River Water Management District.

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.

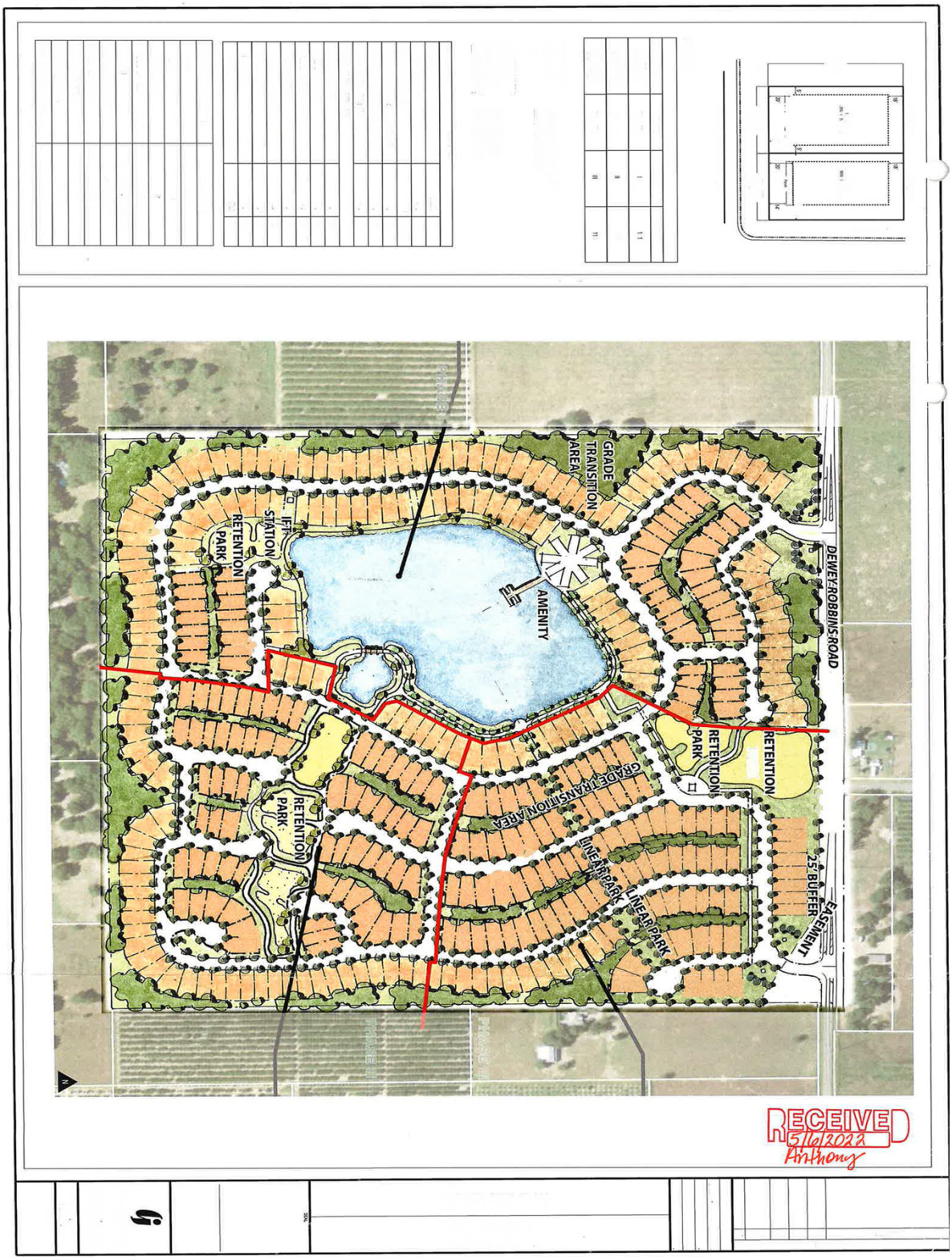
EXHIBIT B **LEGAL DESCRIPTION**
(from Warranty Deed)

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**



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

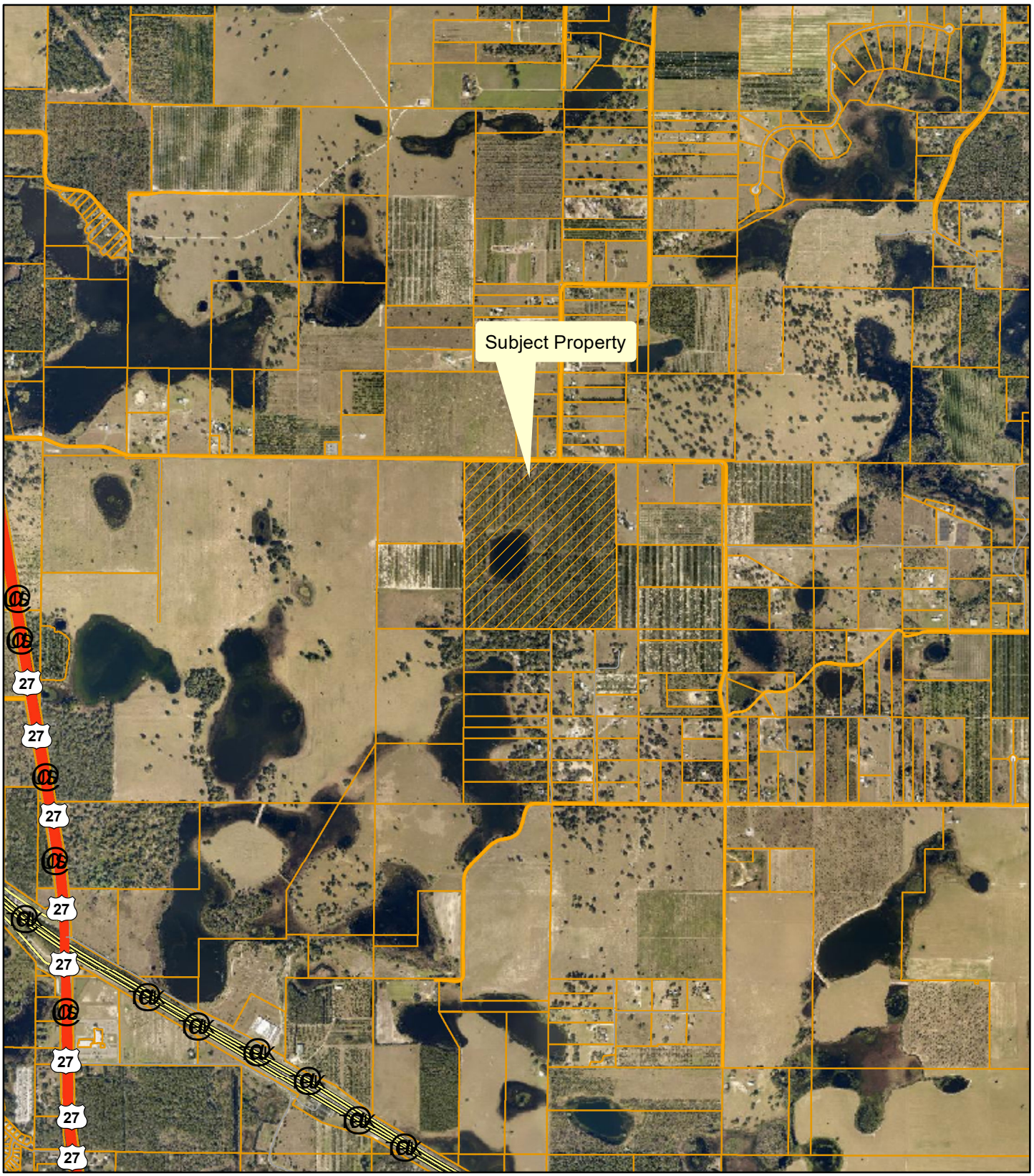
come. Avalon Park in Tavares had the school open before they had inventory.

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



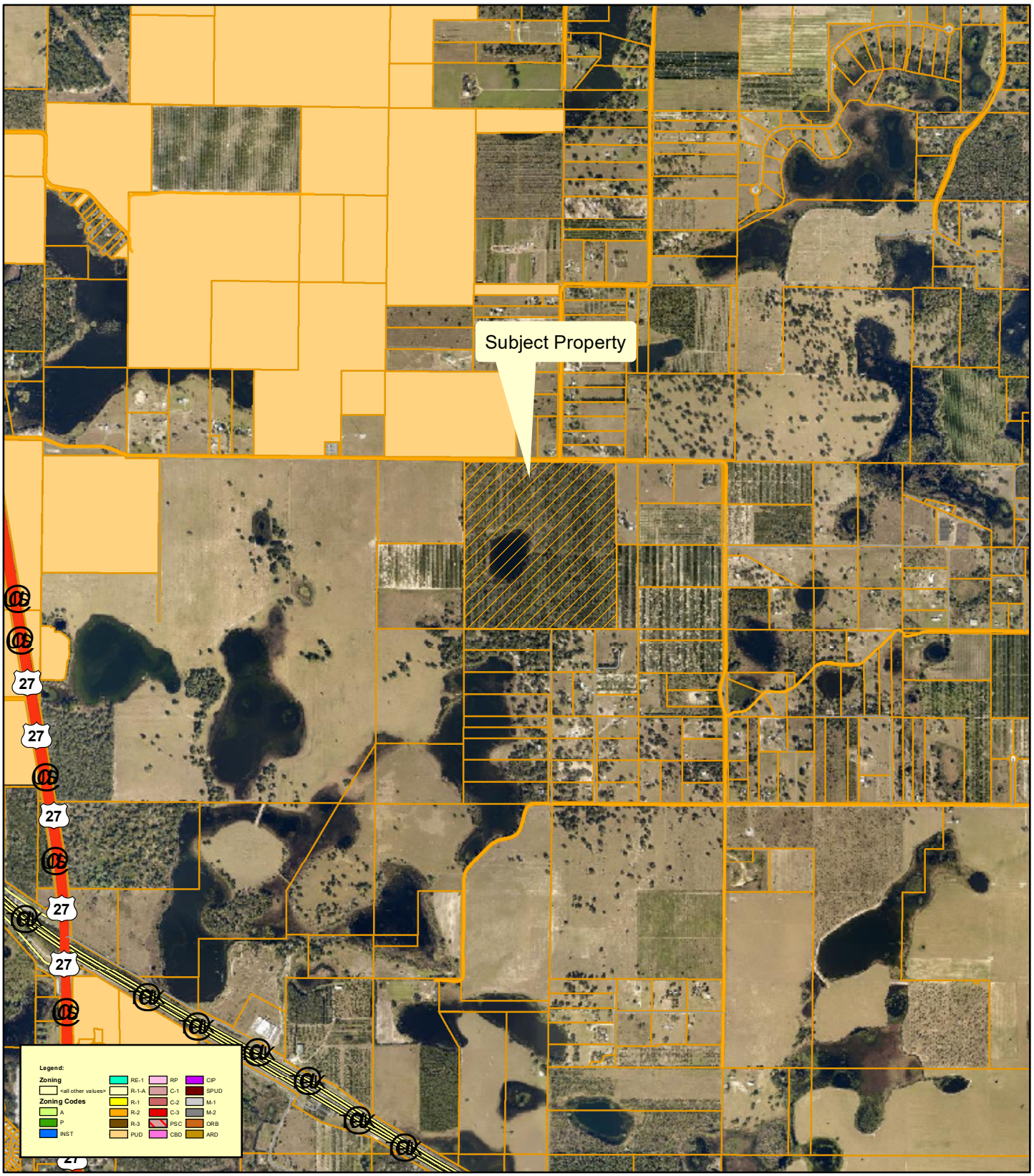
Planning & Zoning Division

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Feet

Anthony Property
Dewey Robbins Road
AK#: 1210178
Section 05, Township 21 South, Range 25 East
June 16, 2022

Zoning



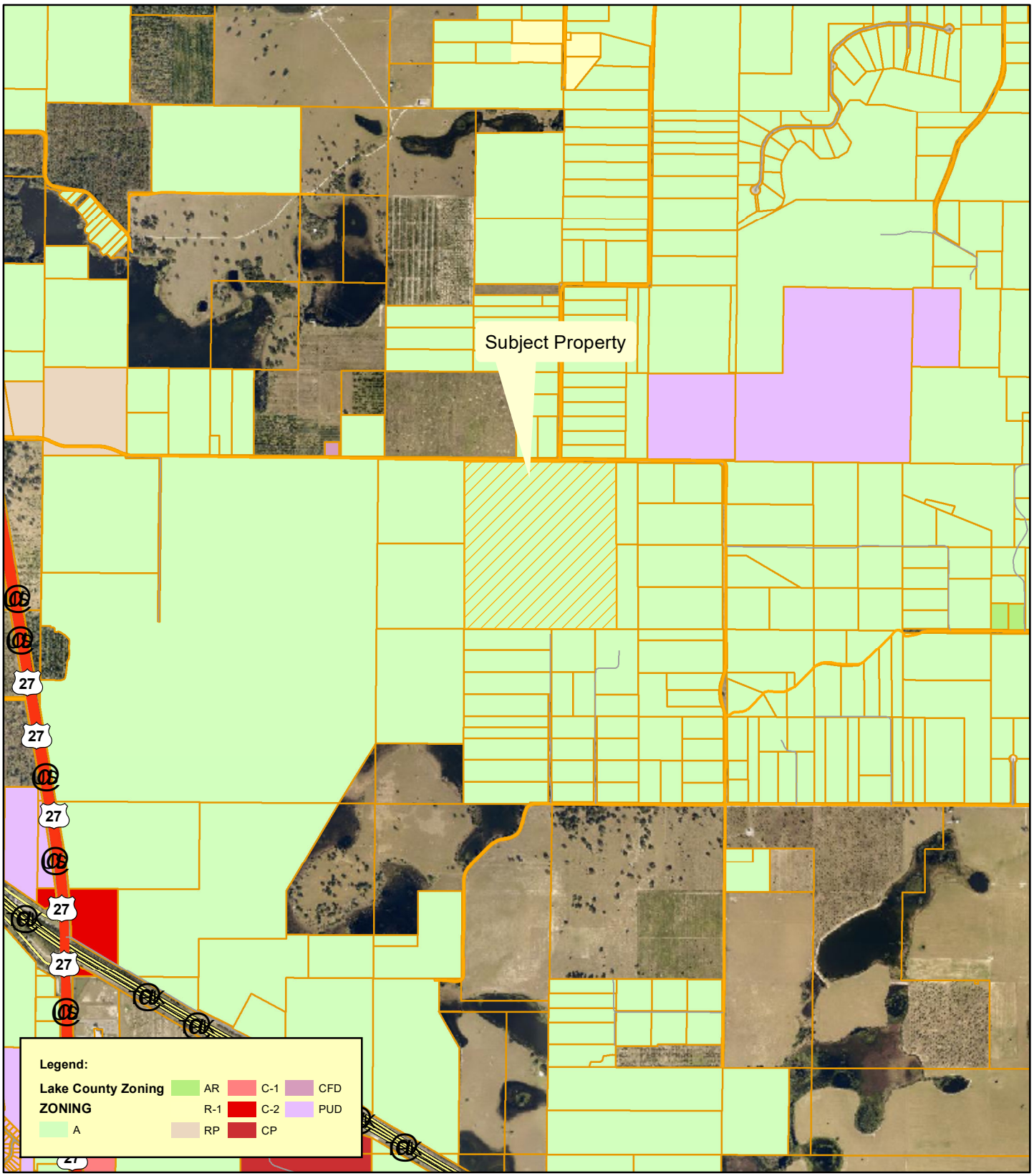
Planning & Zoning Division

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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



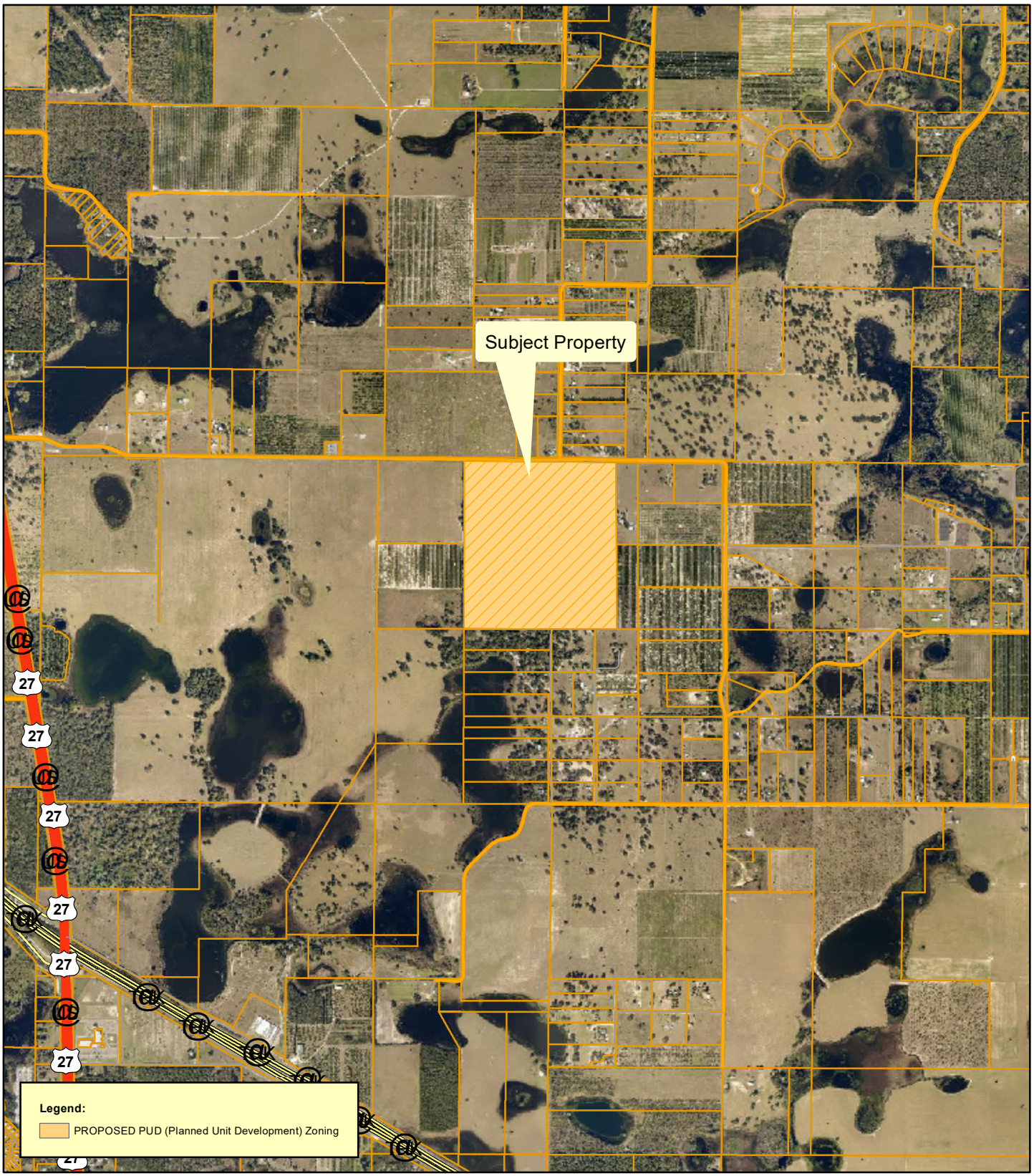
Planning & Zoning Division

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Anthony Property
Dewey Robbins Road
AK#: 1210178
Section 05, Township 21 South, Range 25 East
June 16, 2022

PROPOSED Zoning



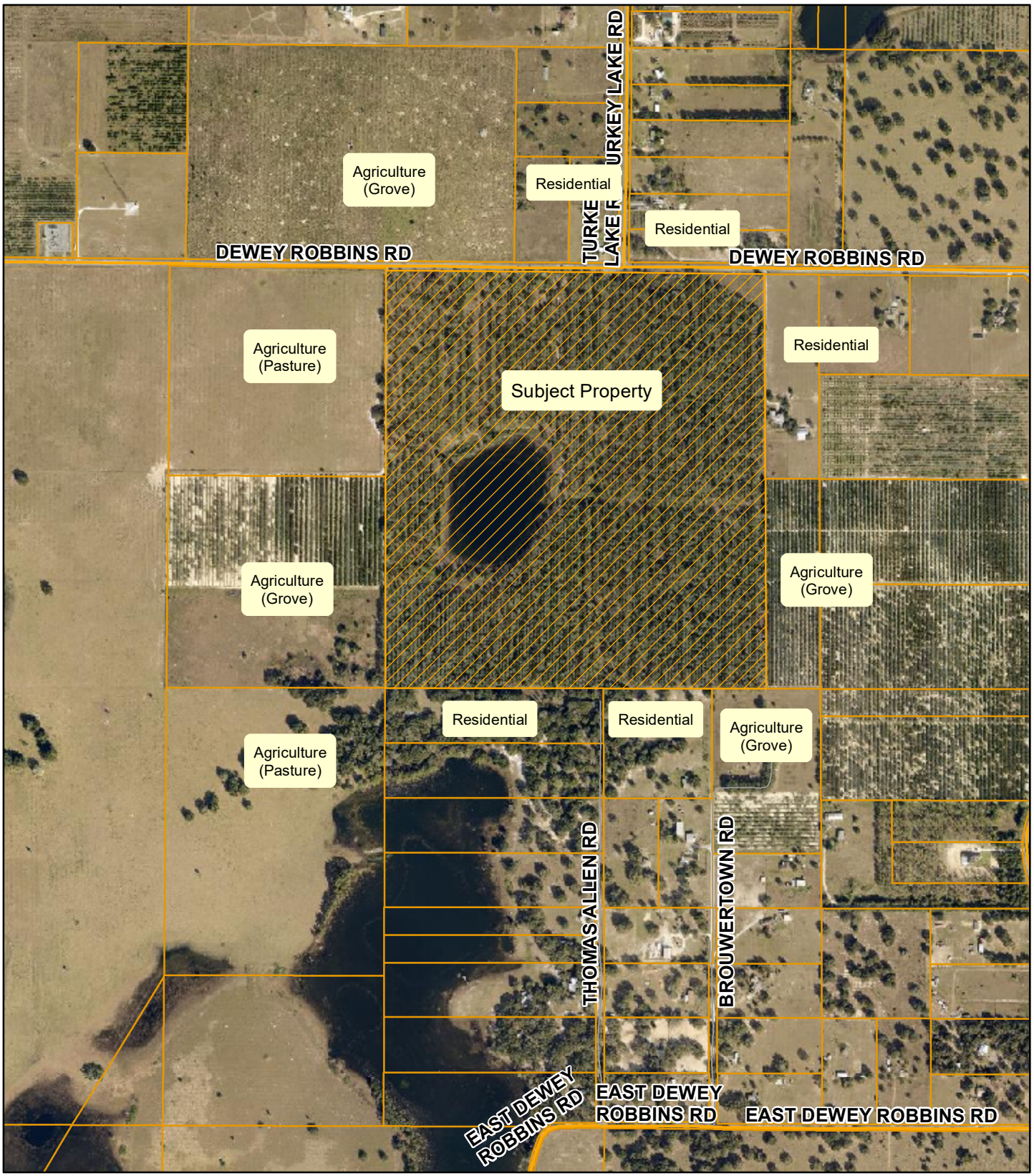
Planning & Zoning Division

N
W E
S

0 450 900 1,350 1,800
Feet

Anthony Property
Dewey Robbins Road
AK#: 1210178
Section 05, Township 21 South, Range 25 East
June 16, 2022

Surrounding Land Uses



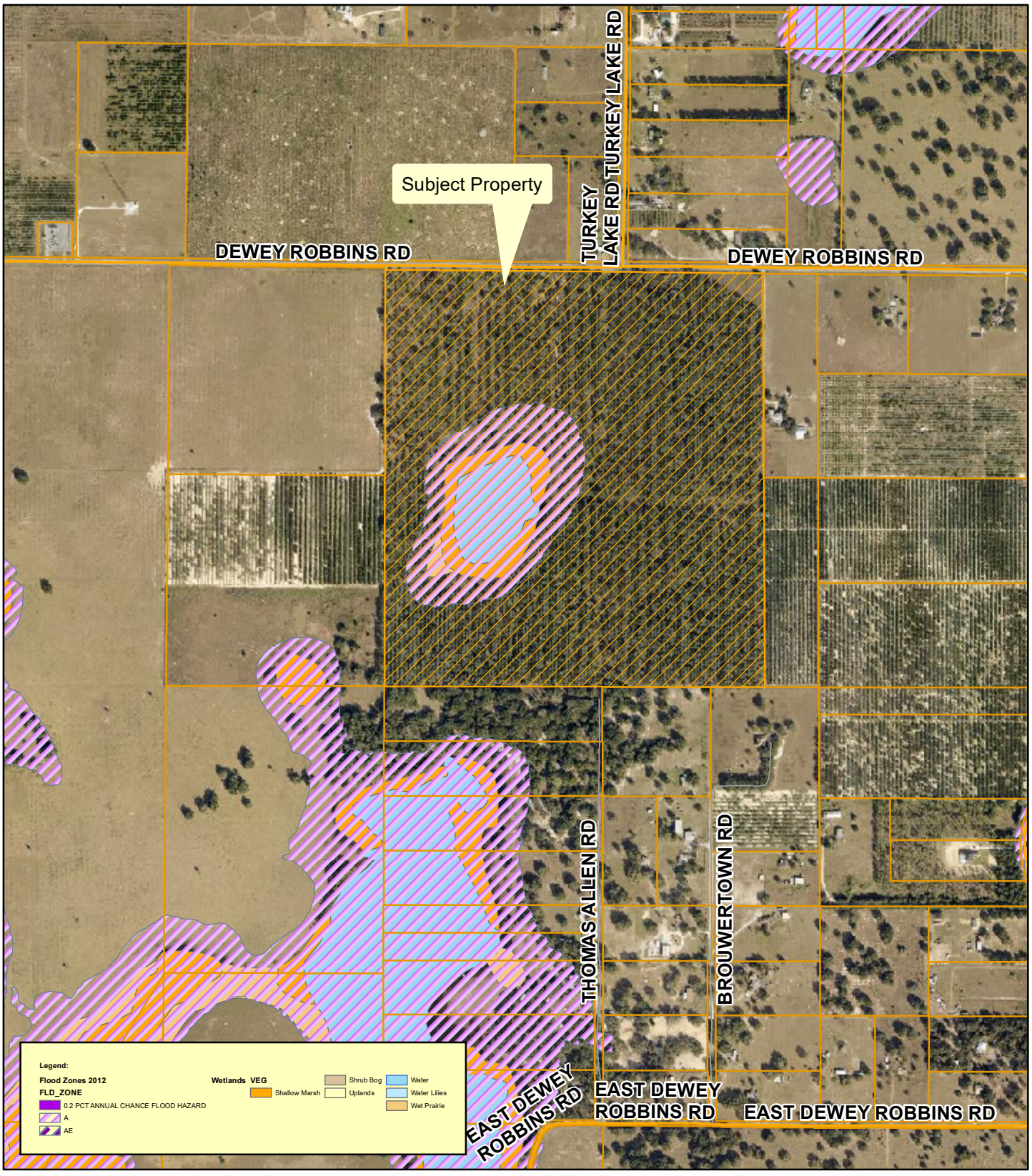
Planning & Zoning Division

N
W E
S

0 180 360 540 720
Feet

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

N
W E
S

0 180 360 540 720
Feet

Anthony Property
Dewey Robbins Road
AK#: 1210178
Section 05, Township 21 South, Range 25 East
June 16, 2022

Miscellaneous Accounts Receivable Customers With Unpaid Balances
Prepared by Finance
September 30, 2022

CURRENTLY WORKED BY PROVIDING DEPARTMENT OR FINANCE

001 Fund

Jennings, Matthew	Boat not here/ Sent to Attorney	Marina Rent	711.99
Leesburg Center for the Arts	Working with Police Dept	Security for Art Festival 3/11/22-3/12/22	720.00
NVR Inc	Working with Planning & Zoning	P&Z Traffic Study MPO	1,499.00
Scott, Jessica	Working with Police Dept	Security for R & B Brunch on 08/20/22	320.00
VPG Leesburg 1 LLC	Working with Planning & Zoning/Sent to Attorney	P&Z Traffic Study MPO	5,147.50
			8,398.49

013 Fund

Calhoun, Contessa	Working with Housing Dept	Housing Rent	2,438.00
			2,438.00

041 Fund

Nix, Corey	Working with Electric/ making payments	Apprentice Reimbursement	2,750.59
			2,750.59

046 Fund

WHM Demolition	Working with Solid Waste	Solid Waste Roll Off for the Pool	2,060.00
			2,060.00

	Total	**15,647.08**

001 FUND TOTAL	**$**	**8,398.49**
013 FUND TOTAL	**$**	**2,438.00**
041 FUND TOTAL	**$**	**2,750.59**
046 FUND TOTAL	**$**	**2,060.00**
	$	**15,647.08**

Expected write offs as of Sep 30, 2022

Every September, the Finance Director informs the Commission the dollar amount of customer accounts to be written off. Listed below are the amounts for the prior fiscal years and how the City is trending for fiscal years 2020 and 2021.

Fiscal Write Off Year	Projected Written Off		Actual Written Off	Add'l Amount Collected
2021-2022	281,753			
2020-2021	$ 307,042		304,458.0	($2,584)
2019-2020	284,281		250,084	(34,197)
2018-2019	342,912		284,276	(58,636)
2017-2018	394,427		268,001	(126,426)
2016-2017	345,913		314,552	(31,361)
2015-2016	491,091		440,511	(50,580)
2014-2015	431,543		364,023	(67,519)
2013-2014	292,507		258,246	(34,261)
2012-2013	280,544	*	216,319	(64,225)
2011-2012	380,227	*	341,414	(38,813)

Projected
Fiscal year 2021 - Month by Month
10/01/20- 09/30/21

Month	Amount Written Off	Number of Accounts Commercial	Number of Accounts Residential	Average Account Balance Commercial	Average Account Balance Residential
October	$ 19,918	3	53	511.79	346.85
November	41,356	6	79	247.65	504.69
December	36,068	3	77	546.70	445.82
January	40,881	4	77	107.41	530.92
February	41,591	2	85	333.51	481.46
March	24,850	1	51	28.37	496.43
April	29,628	2	62	84.85	475.14
May	15,228	1	45	1,033.28	315.46
June	23,799	2	64	220.87	364.96
July	12,964	1	54	86.00	238.48
August	12,097	3	34	1,915.35	186.80
September	8,661	1	41	212.09	206.09
Accounts to be written off*	$ 307,042	29	722		
Prior Yr to Date	$ 284,281	36	821		
difference - () negative	$ (22,761)	7	99		

Projected
Fiscal year 2020 - Month by Month
10/01/21- 09/30/22

Month	Amount Written Off	Number of Accounts Commercia	Number of Accounts Residential	Average Account Balance Commercial	Average Account Balance Residential
October	$ 18,445	3	67	185.97	266.97
November	19,468	6	65	165.85	284.19
December	25,734	3	71	365.75	347.00
January	18,428	1	60	237.64	303.17
February	21,646	2	62	157.19	1,790.76
March	17,878	0	43	0.00	415.78
April	32,964	11	61	1,030.32	354.60
May	15,027	0	47	0.00	319.73
June	29,250	2	71	381.48	401.23
July	34,286	4	79	6,811.79	347.77
August	18,029	3	46	433.27	363.67
September	30,599	3	76	1,896.88	327.73
Accounts to be writte	$ 281,753	38	748		
Prior Yr to Date	$ 307,042	29	722		
difference - () negative	$ (25,289)	9	26		

City of Leesburg, Florida
Report of Receipts and Disbursements by Fund
For the Period Beginning On Oct. 1, 2021 and Ending on Sep 30, 2022

Prepared by: Finance Department

	Fund Name	Adopted Budget	Receipts: Revenues Amount	Receipts: Non-Revenue Receipts * Amount	Receipts: Total Receipts Amount	Receipts: Total Receipts Percentage	Budget Balance
001	**General Fund**	$ 33,213,062	$ 20,009,494	$ 10,562,261	$ 30,571,755	92%	$ 2,641,307
	Special Revenue Funds						
013	Housing Assistance	151,698	112,254	0	112,254	74%	39,444
021	Debt Service Fund	1,750,006	0	1,614,659	1,614,659	92%	135,347
031	Capital Projects Fund	16,595,447	1,647,192	2,630,807	4,277,999	26%	12,317,448
132	Local Option Sales Tax	3,894,165	2,656,502	0	2,656,502	68%	1,237,663
121	Police Forfeiture Fund	41,571	22,740	0	22,740	55%	18,831
122	Police Education Fund	6,000	4,716	0	4,716	79%	1,284
133	Gas Tax	755,080	792,761	0	792,761	105%	(37,681)
141	Police Impact Fees	10,500	152,724	0	152,724	1455%	(142,224)
142	Fire Impact Fees	250	144,781	0	144,781	57913%	(144,531)
143	Recreation Impact Fees	181,000	242,285	0	242,285	134%	(61,285)
151	Building Fund	1,756,420	930,752	59,640	990,392	56%	766,028
	Community Redevelopment Agencies						
016	Greater Leesburg CRA Fund	722,716	558,439	0	558,439	77%	164,277
017	Carver Heights CRA Fund	717,397	517,360	0	517,360	72%	200,037
018	Highway 27/441 CRA Fund	1,413,457	1,367,262	0	1,367,262	97%	46,195
	Total General Governmental Funds	61,208,769	29,159,262	14,867,367	44,026,629	72%	17,182,140
	Enterprise Funds						
014	Stormwater Utility Fund	2,892,807	1,696,132	0	1,696,132	59%	1,196,675
041	Electric Utility Fund	76,656,901	80,631,262	236,354	80,867,616	105%	(4,210,715)
042	Gas Utility Fund	10,669,928	9,845,438	562,537	10,407,975	98%	261,953
043	Water Utility Fund	14,171,459	10,264,263	240,741	10,505,004	74%	3,666,455
044	Wastewater Utility Fund	59,157,272	15,597,103	5,500,000	21,097,103	36%	38,060,169
046	Sanitation Services Fund	5,209,518	4,800,000	0	4,800,000	92%	409,518
048	Airport Fund	7,578,258	2,359,657	20,000	2,379,657	31%	5,198,601
	Internal Service Funds						
064	Health Insurance Fund	7,724,219	7,489,124	154,870	7,643,994	99%	80,225
065	Workers' Compensation Insurance Fund	672,050	1,060,908	0	1,060,908	158%	(388,858)
066	Risk Management Fund	876,886	918,745	0	918,745	105%	(41,859)
510	Fleet Maintenance Fund	4,463,059	2,837,119	674,333	3,511,453	79%	951,606
	Pension Trust Funds						
061	Municipal Police Retirement Trust Fund	1,963,389	(3,401,836)	0	(3,401,836)	-173%	5,365,225
062	Municipal Firemen's Retirement Trust Fund	1,676,985	(2,839,163)	0	(2,839,163)	-169%	4,516,148
063	General Employees' Retirement Fund	3,245,409	(3,860,246)	0	(3,860,246)	-119%	7,105,655
	Total All Funds	$ 258,166,909	$ 156,557,768	$ 22,256,202	$ 178,813,970	69%	$ 79,352,939

* Interfund Charges and Transfers, Developer Contributions, and Debt Proceeds

NOTE - Amounts may not sum due to rounding.

City of Leesburg, Florida
Report of Receipts and Disbursements by Fund
For the Period Beginning On Oct. 1, 2021 and Ending on Sep 30, 2022

Prepared by: Finance Department

Fund Name	Disbursements: Adopted Budget	Disbursements: Amount	Disbursements: Percentage	Budget Balance	Excess of Receipts Over (Under) Disbursements
General Fund	$ 33,213,062	$ 29,500,032	89%	$ 3,713,030	$ 1,071,724
Special Revenue Funds					
Housing Assistance	151,698	133,578	88%	18,120	(21,324)
Debt Service Fund	1,750,006	1,613,312	92%	136,694	1,347
Capital Projects Fund	16,595,447	4,150,991	25%	12,444,456	127,008
Local Option Sales Tax	3,894,165	2,767,158	71%	1,127,007	(110,655)
Police Forfeiture Fund	41,571	0	0%	41,571	22,740
Police Education Fund	6,000	6,523	109%	(523)	(1,808)
Gas Tax	755,080	755,080	100%	0	37,681
Police Impact Fees	10,500	13,740	131%	(3,240)	138,984
Fire Impact Fees	250	11,060	4424%	(10,810)	133,721
Recreation Impact Fees	181,000	186,520	103%	(5,520)	55,765
Building Fund	1,756,420	1,365,647	78%	390,773	(375,255)
Community Redevelopment Agencies					
Greater Leesburg CRA Fund	722,716	651,321	90%	71,395	(92,883)
Carver Heights CRA Fund	717,397	531,534	74%	185,863	(14,174)
Highway 27/441 CRA Fund	1,413,457	925,433	65%	488,024	441,829
Total General Governmental Funds	61,208,769	42,611,929	70%	18,596,840	1,414,700
Enterprise Funds					
Stormwater Utility Fund	2,892,807	1,316,319	46%	1,576,488	379,813
Electric Utility Fund	76,656,901	80,488,057	105%	(3,831,156)	379,559
Gas Utility Fund	10,669,928	8,335,263	78%	2,334,665	2,072,712
Water Utility Fund	14,171,459	8,381,947	59%	5,789,512	2,123,057
Wastewater Utility Fund	59,157,272	11,432,067	19%	47,725,205	9,665,037
Sanitation Services Fund	5,209,518	5,143,679	99%	65,839	(343,679)
Airport Fund	7,578,258	2,534,359	33%	5,043,899	(154,702)
Internal Service Funds					
Health Insurance Fund	7,724,219	8,010,548	104%	(286,329)	(366,554)
Workers' Compensation Insurance Fund	672,050	554,783	83%	117,267	506,125
Risk Management Fund	876,886	1,076,734	123%	(199,848)	(157,989)
Fleet Maintenance Fund	4,463,059	3,589,873	80%	873,186	(78,420)
Pension Trust Funds					
Municipal Police Retirement Trust Fund	1,963,389	1,889,480	96%	73,909	(5,291,316)
Municipal Firemen's Retirement Trust Fund	1,676,985	1,571,818	94%	105,167	(4,410,981)
General Employees' Retirement Fund	3,245,409	3,158,012	97%	87,397	(7,018,258)
Total All Funds	$ 258,166,909	$ 180,094,868	70%	$ 78,072,041	($ 1,280,897)

City of Leesburg, Florida
Report of Receipts and Disbursements by Fund
For the Period Beginning On Oct. 1, 2021 and Ending on Sep 30, 2021

Prepared by: Finance Department

	Fund Name	Adopted Budget	Receipts: Revenues Amount	Receipts: Non-Revenue Receipts * Amount	Receipts: Total Receipts Amount	Receipts: Total Receipts Percentage	Budget Balance
001	**General Fund**	$ 32,948,732	$ 22,326,525	$ 10,880,645	$ 33,207,170	101%	($ 258,438)
	Special Revenue Funds						
013	Housing Assistance	138,166	73,657	0	73,657	53%	64,509
021	Debt Service Fund	1,616,170	0	1,613,347	1,613,347	100%	2,823
031	Capital Projects Fund	15,002,325	3,753,328	717,985	4,471,313	30%	10,531,012
132	Local Option Sales Tax	1,877,603	2,333,828	0	2,333,828	124%	(456,225)
121	Police Forfeiture Fund	7,000	620	0	620	9%	6,380
122	Police Education Fund	6,000	4,684	0	4,684	78%	1,316
133	Gas Tax	1,203,665	720,523	0	720,523	60%	483,142
141	Police Impact Fees	117,124	265,710	0	265,710	227%	(148,586)
142	Fire Impact Fees	0	24,076	0	24,076	0%	(24,076)
143	Recreation Impact Fees	0	211,375	0	211,375	0%	(211,375)
151	Building Fund	1,422,241	946,262	52,440	998,702	70%	423,539
	Community Redevelopment Agencies						
016	Greater Leesburg CRA Fund	717,458	545,763	0	545,763	76%	171,695
017	Carver Heights CRA Fund	475,897	415,174	0	415,174	87%	60,723
018	Highway 27/441 CRA Fund	1,271,165	1,194,461	0	1,194,461	94%	76,704
	Total General Governmental Funds	56,803,546	32,815,987	13,264,417	46,080,404	81%	10,723,142
	Enterprise Funds						
014	Stormwater Utility Fund	1,918,213	1,628,911	0	1,628,911	85%	289,302
041	Electric Utility Fund	80,883,287	60,589,457	663,105	61,252,562	76%	19,630,725
042	Gas Utility Fund	8,290,099	7,459,275	275,932	7,735,207	93%	554,892
043	Water Utility Fund	12,051,750	9,495,535	194,358	9,689,893	80%	2,361,857
044	Wastewater Utility Fund	50,294,896	16,391,151	0	16,391,151	33%	33,903,745
046	Sanitation Services Fund	4,781,079	4,546,994	0	4,546,994	95%	234,085
048	Airport Fund	9,932,602	7,280,774	0	7,280,774	73%	2,651,828
	Internal Service Funds						
064	Health Insurance Fund	9,317,877	8,465,585	1,000,000	9,465,585	102%	(147,708)
065	Workers' Compensation Insurance Fund	1,660,100	722,661	0	722,661	44%	937,439
066	Risk Management Fund	896,801	836,353	0	836,353	93%	60,448
510	Fleet Maintenance Fund	4,687,380	2,838,676	1,610,439	4,449,114	95%	238,266
	Pension Trust Funds						
061	Municipal Police Retirement Trust Fund	1,908,772	6,142,657	0	6,142,657	322%	(4,233,885)
062	Municipal Firemen's Retirement Trust Fund	1,635,047	5,675,028	0	5,675,028	347%	(4,039,981)
063	General Employees' Retirement Fund	3,335,414	9,006,235	0	9,006,235	270%	(5,670,821)
	Total All Funds	$ 248,396,863	$ 173,895,279	$ 17,008,251	$ 190,903,530	77%	$ 57,493,333

* Interfund Charges and Transfers, Developer Contributions, and Debt Proceeds

NOTE - Amounts may not sum due to rounding.

City of Leesburg, Florida
Report of Receipts and Disbursements by Fund
For the Period Beginning On Oct. 1, 2021 and Ending on Sep 30, 2021

Prepared by: Finance Department

Fund Name	Disbursements				Excess of Receipts Over (Under) Disbursements
	Adopted Budget	Amount	Percentage	Budget Balance	
General Fund	$ 32,948,732	$ 27,707,619	84%	$ 5,241,113	$ 5,499,551
Special Revenue Funds					
Housing Assistance	138,166	129,242	94%	8,924	(55,584)
Debt Service Fund	1,616,170	1,613,091	100%	3,079	257
Capital Projects Fund	15,002,325	8,215,715	55%	6,786,610	(3,744,403)
Local Option Sales Tax	1,877,603	1,867,750	99%	9,853	466,078
Police Forfeiture Fund	7,000	0	0%	7,000	620
Police Education Fund	6,000	6,027	100%	(27)	(1,342)
Gas Tax	1,203,665	1,203,665	100%	0	(483,142)
Police Impact Fees	117,124	120,149	103%	(3,025)	145,561
Fire Impact Fees	0	440	0%	(440)	23,636
Recreation Impact Fees	0	10,360	0%	(10,360)	201,015
Building Fund	1,422,241	1,294,144	91%	128,097	(295,442)
Community Redevelopment Agencies					
Greater Leesburg CRA Fund	717,458	495,754	69%	221,704	50,009
Carver Heights CRA Fund	475,897	171,928	36%	303,969	243,246
Highway 27/441 CRA Fund	1,271,165	548,349	43%	722,816	646,111
Total General Governmental Funds	56,803,546	43,384,233	76%	13,419,313	2,696,171
Enterprise Funds					
Stormwater Utility Fund	1,918,213	1,200,115	63%	718,098	428,796
Electric Utility Fund	80,883,287	60,593,761	75%	20,289,526	658,801
Gas Utility Fund	8,290,099	6,158,191	74%	2,131,908	1,577,016
Water Utility Fund	12,051,750	7,871,190	65%	4,180,560	1,818,703
Wastewater Utility Fund	50,294,896	10,255,765	20%	40,039,131	6,135,387
Sanitation Services Fund	4,781,079	4,402,683	92%	378,396	144,310
Airport Fund	9,932,602	2,467,071	25%	7,465,531	4,813,703
Internal Service Funds					
Health Insurance Fund	9,317,877	8,431,737	90%	886,140	1,033,848
Workers' Compensation Insurance Fund	1,660,100	1,739,495	105%	(79,395)	(1,016,834)
Risk Management Fund	896,801	836,843	93%	59,958	(490)
Fleet Maintenance Fund	4,687,380	4,158,179	89%	529,201	290,935
Pension Trust Funds					
Municipal Police Retirement Trust Fund	1,908,772	1,134,022	59%	774,750	5,008,636
Municipal Firemen's Retirement Trust Fund	1,635,047	1,479,489	90%	155,558	4,195,540
General Employees' Retirement Fund	3,335,414	2,925,517	88%	409,897	6,080,718
Total All Funds	$ 248,396,863	$ 157,038,291	63%	$ 91,358,572	$ 33,865,239

CITY OF LEESBURG
CASH AND INVESTMENTS BY FUND
9/30/2022

POOLED CASH & INVESTMENTS		TOTAL	GENERAL FUND	SPECIAL REVENUE FUNDS GROUP	DEBT SERVICE FUNDS	CAPITAL PROJECTS FUND	ELECTRIC UTILITY FUND	GAS UTILITY FUND	WATER UTILITY FUND	WASTEWATER TREATMENT FUND	COMMUNICATION FUND	SANITATION SERVICES FUND	STORM WATER FUND	AIRPORT FUND	BUILDING PERMITS FUND	INTERNAL SERVICE FUNDS GROUP
OPERATING CASH		$77,248,465.18	$13,770,942.57	$5,363,624.64	$ (52,160.73)	$ 119,416.33	$13,114,557.30	$ 4,264,656.61	$ 7,631,692.20	$ 14,576,908.36		$ 1,806,759.92	$3,572,758.41	$4,445,164.57	$ 2,115,567.70	$ 6,518,577.30
RESTRICTED CASH																
	CUSTOMER DEPOSITS	6,864,604.58					4,918,632.69	1,331,220.43	609,956.46	1,950.00		2,845.00				
	RENEWL & REPLCMNT	20,397,342.29	2,015,243.46	15,035.40			2,385,468.84	391,392.46	2,647,445.19	11,616,655.26		850,000.00				476,101.68
	BOND/NOTE SINKING FUND	30,565,918.19		133,954.71			532,463.47	0.21	(0.35)	29,899,500.15						
	INFRASTRUCTURE DEVELOPMENT															
	SIGN GRANT & HUD SHIP	330,373.31		330,373.31												
	HWY 441/27 CRA - Restricted Surplus	600,000.00		600,000.00												
	IMPACT FEES	7,526,467.44							1,927,432.44	5,599,035.00						
	OTHER RESTRICTED CASH	11,964,399.88		72,629.15		11,777,151.25										
	DEVELOPER CONTRIBUTIONS	572,547.92					567,418.52	5,129.40								
	RATE STABILIZATION	(8,428,177.00)					(8,428,177.00)									
SUBTOTAL OF RESTRICTED CASH		70,393,476.61	2,015,243.46	1,151,992.57		11,777,151.25	(24,193.48)	1,727,742.50	5,184,833.74	47,117,140.41		852,845.00				476,101.68
TOTAL POOLED CASH		$147,641,941.79	$ 15,786,186.03	$ 6,515,617.21	$ (52,160.73)	$ 11,896,567.58	$ 13,090,363.82	$ 5,992,399.11	$ 12,816,525.94	$ 61,694,048.77	$ -	$ 2,659,604.92	$ 3,572,758.41	$ 4,445,164.57	$ 2,115,567.70	$ 6,994,678.98
NON-POOLED RESTRICTED CASH																
	CASH WITH FISCAL AGENT	7,908,480.57		94,808.63	1,237,419.53		2,702,728.51	292,133.62	1,305,802.61	2,275,587.67						
	DEPOSITORY TRUST ACCOUNT															
	DEP-WELLS FARGO															
SUBTOTAL NON-POOLED CASH		7,908,480.57		94,808.63	1,237,419.53		2,702,728.51	292,133.62	1,305,802.61	2,275,587.67						
TOTAL POOLED CASH AND INVEST		$155,550,422.36	$15,786,186.03	$ 6,610,425.84	$1,185,258.80	$11,896,567.58	$15,793,092.33	$6,284,532.73	$14,122,328.55	$63,969,636.44		$2,659,604.92	$3,572,758.41	$4,445,164.57	$2,115,567.70	$6,994,678.98

INDIVIDUAL SPECIAL REVENUE FUNDS

POOLED CASH & INVESTMENTS		SPECIAL REVENUE FUNDS TOTAL	HOUSING ASSISTANCE FUND	GREATER LEESBURG CRA FUND	CARVER HEIGHTS CRA FUND	HIGHWAY 441/27 CRA FUND	POLICE FORFEITURE FUND	POLICE EDUCATION FUND	DISCRETIONARY SALES TAX FUND	GAS TAX FUND	POLICE IMPACT FUND	FIRE IMPACT FUND	RECREATION IMPACT FUND
OPERATING CASH		$ 5,363,624.64	$ 228,582.23	$ (1,378.64)	$ 177,966.48	$ 2,071,828.35	$ 103,642.64	$ 435.98	$ 1,038,144.75	$ 516,862.55	$ 740,590.94	$ 181,049.10	$ 305,900.26
RESTRICTED CASH													
	HUD SHIP PROGRAM & $HOUSE PROCEEDS	72,629.15	72,629.15										
	BOND/NOTE SINKING FUND	228,763.34		94,817.16		133,946.18							
	SIGN GRANT	330,373.31		61,177.96	100,000.00	169,195.35							
	R&R / OTHER RESTRICTED	15,035.40	15,035.40										
	CUSTOMER DEPOSITS	600,000.00				600,000.00							
SUBTOTAL OF RESTRICTED CASH		$ 1,246,801.20	$ 87,664.55	$ 155,995.12	$ 100,000.00	$ 903,141.53	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL POOLED CASH		$ 6,610,425.84	$ 316,246.78	$ 154,616.48	$ 277,966.48	$ 2,974,969.88	$ 103,642.64	$ 435.98	$ 1,038,144.75	$ 516,862.55	$ 740,590.94	$ 181,049.10	$ 305,900.26
NON-POOLED RESTRICTED CASH													
	DEP-WELLS FARGO	-											
SUBTOTAL NON-POOLED CASH		$ -											
TOTAL POOLED CASH AND INVEST		$ 6,610,425.84	$ 316,246.78	$ 154,616.48	$ 277,966.48	$ 2,974,969.88	$ 103,642.64	$ 435.98	$ 1,038,144.75	$ 516,862.55	$ 740,590.94	$ 181,049.10	$ 305,900.26

INTERNAL SERVICE FUNDS

POOLED CASH & INVESTMENTS	INTERNAL SERVICE FUNDS TOTAL	HEALTH INSURANCE FUND	WORKERS' COMPENSATION FUND	RISK MANAGEMENT FUND	FLEET MAINTENANCE FUND
OPERATING CASH	$ 6,518,577.30	$ 1,863,289.33	$ 1,557,996.25	$ -	$ 3,097,291.72
RESTRICTED CASH	476,101.68				476,101.68
SUBTOTAL OF RESTRICTED CASH	$ 476,101.68	$ -	$ -	$ -	$ 476,101.68
TOTAL POOLED CASH	$ 6,994,678.98	$ 1,863,289.33	$ 1,557,996.25	$ -	$ 3,573,393.40
TOTAL POOLED CASH AND INVESTMENTS	$ 6,994,678.98	$ 1,863,289.33	$ 1,557,996.25	$ -	$ 3,573,393.40

CITY OF LEESBURG
INVESTMENT REPORT
9/30/2022

DESCRIPTION		BALANCE 9/30/2022
BANK OPERATING AND SAVINGS ACCOUNTS		
Truist Bank - Disbursement	$60,075,817	
TD Bank - Savings	4,021,578	
Southstate Bank - Savings	5,772,442	
Centerstate Bank - CD	0	
Synovus - CD	0	
		$69,869,837
LOCAL GOVERNMENT INVESTMENT POOLS		
FLSAFE	7,829,079	
FLCLASS	9,914,479	
FLPRIME	4,033,546	
		21,777,104
U S TREASURY MONEY MARKET FUND (FGU Deposit)		0
US BANK (Fiscal Agent)		7,908,481
CHANDLER ASSET MANAGEMENT (SECURITIES)	54,995,000	
PUBLIC TRUST ADVISORS (SECURITIES)	1,000,000	
		55,995,000
TOTAL INVESTMENTS		155,550,422
MARKET ADJUSTMENT		3,778,666
TOTAL VALUE OF INVESTMENTS		**$159,329,089**

