

**AGENDA
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, FEBRUARY 27, 2023 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. None

4. PUBLIC COMMENTS:

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

5. CONSENT AGENDA:

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

A. CITY COMMISSION MEETING MINUTES:

1. Regular meeting held February 13, 2023

B. PURCHASING ITEMS:

1. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Amendment One to an

existing Pre-Construction Services Agreement with Allstate Construction, Inc.; and providing an effective date.

- 2. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Professional Services – Design Agreement with Halff Associates, Inc. related to the Athletic Facility/Field Renovation; and providing an effective date.**

C. RESOLUTIONS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida providing funding for the Facade, Sign and Landscape Grant Program (FSL) for a project located within the City Limits of Leesburg; and providing an effective date. (FSL FY 2023 - Faith World Church)**
- 2. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Landlord Consent to Assignment of Lease, between the City of Leesburg, and Blackbird Aviation Building, LLC, and Executive Global Transportation Services, Inc.; and providing an effective date.**
- 3. Resolution of the City Commission of the City of Leesburg, Florida, accepting a Right-of-Way Deed to the City of Leesburg from Strada Development, LLC, for the purpose of dedicating all roadways located within Bradford Ridge as described therein; and providing an effective date.**
- 4. City Commission approval of the budget calendar for Fiscal Year 2023-24, which includes dates for Commission workshops.**
- 5. Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Villages of West Lake Unit No. 74, a subdivision of the City of Leesburg, Florida, being a portion of Sections 8, 9, 16, and 17, Township 20 South, Range 24 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Villages of West Lake Unit No. 74)**
- 6. Resolution of the City Commission of the City of Leesburg, Florida approving the West Leesburg Community Development Corporation's American Recovery Plan (ARP) Request Approval / Spending Plan; 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, changing the zoning on approximately 4.87 +/- acres from City of Leesburg SPUD (Small Planned Unit Development) to City of Leesburg SPUD (Small Planned Unit Development) to allow residential development for a property generally located south of West Line Street and east of Lee Street, lying in Section 26, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Lee Village SPUD)**
- 2. 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 5; and providing an effective date. (Treasures Trove)**
- 3. 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)**
- 4. 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)**
- 5. 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 5 and providing an effective date. (Anglers AX)

6. **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)**

7. **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)**

B. FIRST READING OF ORDINANCES

1. **None**

C. NON-ROUTINE ITEMS

1. **None**

7. INFORMATIONAL REPORTS:

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

- A. None**

8. CITY ATTORNEY ITEMS:

9. CITY MANAGER ITEMS:

10. ROLL CALL:

11. ADJOURN:

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

THE MEETING.

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

**AGENDA MINUTES
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, FEBRUARY 13, 2023 5:30 PM**

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting on Monday February 13, 2023, at Leesburg City Hall. Mayor Burry called the meeting to order at 5:32 p.m. with the following members present:

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

Commissioner Mike Pederson 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 Burry 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. Mary Ellen Robertson Chapter, NSDAR

Mayor Burry presented a proclamation to the Leesburg Mary Ellen Robertson Chapter, National Society, Daughters of the American Revolution (NSDAR). He thanked them for volunteering nearly two hundred hours of service at the historic Mote Morris House since its reopening on June 1st 2021, following the devastating fire. There are thirteen ladies that have served as docents, allowing the house to be open for tours. He thanked them for their efforts and commitment to the care and preservation of the Mote Morris House. They have taken on the responsibility of cleaning the home as well as installing and removing holiday decorations for the past two Christmas seasons. Their enthusiasm for teaching citizens about the significance of this historical site plays in our city's heritage. They are deserving of this recognition.

3. PRESENTATIONS:

A. None

4. PUBLIC COMMENTS:

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

There were no public comments.

5. CONSENT AGENDA:

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

Item pulled for discussion:

5.B.1 - Resolution authorizing execution of an Agreement for Aquatic Vegetation Management services with Southern Aquatic Management, Inc.

Commissioner Reisman moved to adopt the Consent Agenda except for 5.B.1, and Commissioner Connell seconded the motion.

The roll call vote was:

Commissioner Connell	Yes
Commissioner Reisman	Yes
Commissioner Berry	Yes
Mayor Burry	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 January 23, 2023

B. PURCHASING ITEMS:

1. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Agreement for Aquatic Vegetation Management services with Southern Aquatic Management, Inc.; and providing an effective date.

ADOPTED RESOLUTION 11,265

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

title only.

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

Mayor Burry requested comments from the Commission and the audience.

Commissioner Reisman stated he spoke with the city manager earlier. He knows the agenda, says Southern Aquatics Management. However, there is a local vendor that came in close to the price. He would like to know if there was anything we could do about that. **CM Minner** answered there were three vendors who responded to the bid. Southern Aquatics from Sanford and their bid was sixty-six thousand nine hundred. Professional Waterfront Cleanup, LLC. came in at seventy-three thousand one hundred and forty and then Biotech Consulting, Inc. Professional Waterfront Cleanup, LLC. is the local firm from Leesburg. Our purchase policy has a five percent local vendor preference. That means if a local vendor comes within five percent of the lowest bid, their bid is adjusted to reflect that and we would pay the higher amount. However, if the local vendor comes within five percent, they would be granted as the lowest bidder deemed on that criteria. In this case, the local vendor is about eight percent higher, so they did not quite qualify for the local vendor preference. The discrepancy is about two thousand eight hundred dollars. The interpretation of low bid would still be Southern Aquatics. Within the bid packet it reads as follows: ST-9, Method of award; to a single supplier in the aggregate. Recommendation of award will be to the responsible supplier submitting the lowest responsive bid and holding the necessary licenses, certifications, and experience. Determination of the low bid amount will be made using the total bid for the base bid items only and will not consider additional contract items. The staff provided the correct recommendation as far as opinions on the low bid. If the commission wishes to change the recommendation, they can certainly do so. However, he cautioned them about that. If they want the local supplier who submitted the next lowest bid, it could result in a bid protest. **CA Watson** mentioned it is important to remember the criteria and what was in the bid documents. There was specified information included in the documents; experience, licenses and things like that. The commission needs to steer clear of things that could get them into trouble. If there was a reason why the commission chose one bidder over another that could not be tied to any of the criteria within the bid documents, that would not be problematic. The area of caution is to avoid arbitrary decision-making. In terms of the lowest responsive bidder, the necessary experience along with other information that could be interpreted differently. The decision needs to be based on the criteria included in the bid documents. **Mayor Burry** questioned if the bid documents said we had a five percent local vendor preference and was that part of the documentation? **CM Minner** replied yes, the local vendor preference was in the bid documents. **Mayor Burry** wanted to know if there was a number. **CM Minner** answered there was a number. **Mayor Burry** said he understood if we did something other than the five percent, it could be viewed as unfavorable. **CA Watson** responded they would need to find a reason to approve a different vendor within the criteria. For example, with the experience category, if one particular bidder has more experience with this type of work, that category allows more room for interpretation. If a vendor has more experience working with the city, that could be something as well. The experience criteria allow for flexibility in terms of evaluating the bids. You could look at what each vendor has done and what their experiences are with the city and how that may relate to this particular issue. **Commissioner Connell** asked if the city had any experience with any of the individual companies? **CM Minner** replied the city is familiar with Professional Waterfront Cleanup. They have done a number of different projects for the city. We have experience with them and they know the area. They worked with our staff. The company who previously did this job did not rebid. This bid was for specific water areas and specific ponds that are done on a regular basis. In the packet, the lowest responsive bidder is equivalently experienced as far as licensing and work, depending on how you define experience. If you use that to include local knowledge, then that would platform Professional Waterfront Cleanup because they have more local knowledge and

experience. If the commission prefers to go with the local vendor, he recommended they do that. If there is a bid protest, we will deal with it then. This is not something we commonly do, but we have done it in the past. There is some precedent. He could not recall when, but we did it. It was for the same reasons; the bids were pretty close and there was a local preference. We had experience with the firm, so there was a platform for it and it was never challenged. **Commissioner Connell** said the numbers on the agenda are seventy-three and sixty-six. **CM Minner** stated they were seventy-three thousand one hundred and forty and sixty-six thousand. **Commissioner Connell** wanted to clarify that the numbers did not include the five percent local preference. **CM Minner** said correct. We would take sixty-six thousand nine hundred dollars and put five percent on it. That number would then become seventy thousand two forty-five. **Commissioner Connell** remarked that it would be about a three thousand dollar difference. **CM Minner** agreed. **Commissioner Connell** said he asked because he had several people over the last couple years express interest in it. When we reviewed the bids, did we look at the local vendor? The last vendor was out of Jacksonville and they did not rebid it. Did we not feel like we were getting the service we thought we should be getting because that company was three hours away? **CM Minner** mentioned that he would not dispute that one way or the other. We did a reasonable and fair bid process and the bids are the bids. It is up to the commission to take the next step. He understands where the commission is going. It is the commission's legislative prerogative if the next step is for the local vendor based on the experience issue. **Commissioner Connell** questioned knowing the city attorney does not have a crystal ball, but could we be looking at another lawsuit over three thousand dollars? Would we be on solid ground if we decided to go with the second bid because they are a local vendor? **CA Watson** answered based on the experience issue that is really important in terms of the criteria in the bid and how you look at it. Of course, we cannot predict what may be challenged and how it could be challenged. If you evaluate the bids and the experience with the city, after recognizing how close the numbers are, that would not be an unreasonable perspective. The main thing is to base the decision on the criteria that was included in the bid documents. As discussed, the experience criteria would be something the commission could say tipped the scale. **Mayor Burry** wanted to know who reviewed the bid documents. **CM Minner** answered that the purchasing manager puts them in, then they are reviewed by the department head. **Mayor Burry** wanted to know if one company is more qualified than the other according to the bid documents? **CM Minner** answered that the staff did their job. They interpreted the bids correctly and appropriately and we did not miss anything during the bid review. If the commission wants to choose a different vendor based on experience level, that is their legislative prerogative. However, that may not come without a challenge. We have done it before and if this body wants to make that choice, they can. **Commissioner Connell** agreed.

Commissioner Reisman made a motion to amend the resolution to choose Professional Waterfront Cleanup, LLC. and Commissioner Connell seconded the motion.

The roll call vote on the amendment was:

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

Three yeas, one nay, the Commission approved the amendment to the resolution.

The roll call vote as amended was:

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

Three yeas, one nay, the Commission adopted the resolution as amended.

2. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Amendment Three to an existing piggyback Agreement with Paqco, Inc. for on-call pavement and base repair; and providing an effective date.**

ADOPTED RESOLUTION 11,258

3. **Purchase request by Wastewater for the repair of the digester blower at the Canal Street Wastewater Treatment Plant (WWTP).**

C. RESOLUTIONS:

1. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Police Department to update guidelines and prerequisites for operators who qualify and participate in the Department's Wrecker Allocation System established in this policy, and implement new Rates/Fees; and providing an effective date.**

ADOPTED RESOLUTION 11,259

2. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from Plaza Street Fund 163, 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 UMB Bank, N.A. joining and consenting to the Utility easement; and providing an effective date.**

ADOPTED RESOLUTION 11,260

3. **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 public education safety equipment; and providing an effective date.**

ADOPTED RESOLUTION 11,261

4. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute Amendment 1 to Public Transportation Grant Agreement (PTGA) 444873-1-94-01, from the State of Florida Department of Transportation, to add funds for additional design and construction of the Fuel Farm at Leesburg International Airport; and providing an effective date.**

ADOPTED RESOLUTION 11,262

5. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to create authorized signatories as required by Seaside Bank to honor all checks, drafts and other orders for payment of money drawn in the name of the City of Leesburg; and providing an effective date.**

ADOPTED RESOLUTION 11,263

6. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Gas Service Agreement between the City of Leesburg and Macallan at Windy Oaks, LLC, for the purpose of setting forth the terms under which the city will provide natural gas service to the development known as Windy Oaks; and providing an effective date.**

ADOPTED RESOLUTION 11,264

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 Amending Chapter 28 of the City Code of Ordinances regarding Stormwater Management; providing for inclusion in the Code of Ordinances; providing for severability; providing for conflicts; and providing for an effective date.**

ADOPTED ORDINANCE 23-06

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

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

Mayor Burry requested comments from the Commission and the audience.

CM Minner stated this was an ordinance that public works requested to be promulgated. It essentially amends the stormwater management ordinance to give the city authority to work with contractors as they develop subdivisions throughout the community. It will ensure that landscaping will be done. Landscaping will include silt fencing, mitigation practices, removal of trees and grubbing land. It will allow local staff more authority to ensure that developers are developing subdivisions appropriately. It will work more harmoniously with the neighbors whether they are incorporated or unincorporated

neighbors.

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

The roll call vote was:

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

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

B. FIRST READING OF ORDINANCES

- 1. An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 34.7 +/- acres, and being generally located south of State Road 44 and west of Whitney Road, lying in Section 19, Township 19 South, Range 24 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 2; and providing an effective date. (Crossings at 44 AX)**

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

Mayor Burry requested comments from the Commission and the audience.

CM Minner stated this is a small-scale comprehensive plan. It does not require being sent to the state. We will advertise and it will come back before the commission on March 13th for the second reading and public hearing. This is a multi-use PUD. It is located on US 44 across the street from Pennbrooke. It is a good development of mixed-use. There will be commercial frontage, an adult life facility in the middle and apartments to the south side. **Mayor Burry** questioned the apartments and size. Phase one of the project looks to have two hundred and eight apartments. What are the sizes of those? **PZD Miller** replied they did not put specific sizes in the document. There is a standard that should be set. In previous developments they have done that and they would be happy to do that here. This will not be back until March 13th, so there is time to adjust that. The applicant is willing to work with the city to come up with good numbers. **CM Minner** mentioned the Lakes at Royal Palms PUD. This PUD needed to match that PUD before being approved. **PZD Miller** stated they would do that. **Mayor Burry** replied that it was seven hundred, eight fifty, and one thousand. **PZD Miller** added it was based on being one, two, and three bedroom apartments. They would mimic that PUD and bring it back. **CM Minner** asked him to make sure all the architectural features and everything was mimicked.

Elizabeth Reed, 432 Glen Arbor Lane, Leesburg, stated she resides in Pennbrooke, which is right across the street from this planned development. It is a very aggressive land use for a high ROI on thirty-four acres. Two hundred and eight apartments is a lot to squeeze in. Last time they talked about having kids

and riding bicycles. There are a lot of people with only one and a half parking spaces per unit. That lends itself to problems. There are the three-story medical arts buildings. Nationwide, nursing homes are closing because they cannot get staff. Here we are talking about building three stories of nursing homes. There already seems to be an awful lot of empty commercial buildings in Leesburg. The commercial phase is in phase two. After that, they will build two hundred and eighty apartments. Then they will start building the commercials. Leesburg itself has a lot of empty spaces. Less than a mile up the road is Lake Deaton and the The Villages. The villagers tend to buy from commercial properties in The Villages. Lake Deaton has not filled out and The Villages is still growing. This could end up being more empty spaces for people to look at. A two-story twenty thousand square foot unit of commercial smack in the middle advertising itself as empty is not a good thing for Leesburg. There is a daycare close to US 44. She does not know the rules for daycare, but she would put up a big cement block fence to keep the kids out of the road. She has problems getting on and off US 44. With the access roads, particularly the one across from Countryside, that is an accident waiting to happen. When they leave Pennbrooke, they have to go across two lanes to get to the turning lane to come back. People have just enough space to get across the road. They also need to remember the Dollar General just up the road. If you go up to Lake Deaton and look at the monument sign you will see it has been creamed. There have been a number of t-bone accidents. This is a very dangerous spot for a Dollar General. When people are out of snacks for their kids and they cannot get up to Publix, they will be crossing the street to Alibrandi Road to walk there. They will cross four lanes where the average speed is at least 60 mph. This is a problem and nobody wants to own up to it because it is a state road. The turnarounds are impossible. The apron only needs to be in one direction. She supports knowing the apartment sizes. Three floors of health care will not be manageable. There will be enough staff. With the power poles, she does not know what three thousand lumens looks like. She asked that they drive down US 27 and look at the color of the lights at the Mobile and Speedway Gas Stations. **Mayor Burry** mentioned that we have dark sky lighting standards in all the PUDs. **Ms. Reed** wondered if it could run thirty-two feet in the air with the three-story buildings.

Barbara Chalupka, 1038 Forest Breeze Path, Leesburg, Pennbrooke Fairways, agreed with everything Ms. Reed said. With two hundred and eighty rental units and three different sizes. We would assume there would be two working people in each unit and each person would need a car. Where are they going to park? She does not see any room for guest parking and assuming there will be a fair number of children, where will they play? Are they going to walk the streets? She agreed thirty-four acres was nothing for everything being proposed.

Mayor Burry asked for any further comments. There were none. He stated these items would lay over until March 13th.

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 34.7 +/- acres from Lake County Rural to City of Leesburg General Commercial, for a property generally located south of State Road 44 and west of Whitney Road, lying in Section 19, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Crossings at 44 SSCP)**
3. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 34.7 +/- acres from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) to allow for residential, medical, and commercial mixed-use development for a property generally located south of State Road 44 and west of Whitney Road, lying in Section**

19, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Crossings at 44 PUD)

4. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 11+/- acres; and being generally located west of Haywood Worm Farm Road and north of Rogers Industrial Park Road, lying in Section 14, Township 20 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. (Fort Knox AX)**

Commissioner Reisman introduced ordinances 6.B.4, 6.B.5, and 6.B.6 and asked that they be read by title only. CC Purvis read the ordinances by title only.

Mayor Burry requested comments from the Commission and the audience.

CM Minner stated this is a small-scale comprehensive plan. It will come back before the commission on March 13th. For clarification, he asked if the layout on the easel was included in the packet? **PZD Miller** responded it was not. This was a straight standard zoning for M-1. It was not a planned district. **CM Minner** asked if a copy could be provided and distributed to the commission. **PZD Miller** replied he would get with the developer and get a copy. However, these do not require site plans because they are broader than a PUD. **Mayor Burry** asked if this property was directly south of Haywood Worm Farm Road and if this was a different project than the other one? **PZD Miller** said this one is directly south of the Sundance property. **Mayor Burry** inquired if that would be the Industrial County Park. **PZD Miller** said yes, it is off CR 48 and past the Sundance property. **CM Minner** said the southern boundary of this abutts Arlington Ridge. **PZD Miller** stated Arlington Ridge is several lots down. It is in the same rough neighborhood, but Arlington Ridge would not know they were there. **Mayor Burry** inquired about access. **PZD Miller** answered Haywood Worm Farm and Rogers Industrial. **Mayor Burry** clarified that they would have two access points. **PZD Miller** corrected himself. The access points would be off Rogers Industrial. They would go out on Rogers Industrial, going left or right to hit either Haywood Worm Farm Road or CR 33.

Mayor Burry thanked him for that clarification. He asked for any other questions or comments. There were none. He stated these items would lay over until March 13th.

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 11 +/- acres from Lake County Industrial to City of Leesburg Industrial, for a property generally located west of Haywood Worm Farm Road and north of Rogers Industrial Park Road, lying in Section 14, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Fort Knox SSCP)**
6. **An Ordinance of the City of Leesburg, Florida, changing the zoning on**

approximately 11 +/- acres from Lake County HM (Heavy Industrial) to City of Leesburg M-1 (Industrial) to allow for a self-enclosed self-storage facility, with outdoor covered RV and/or boat storage for a property generally located west of Haywood Worm Farm Road and north of Rogers Industrial Park Road, lying in Section 14, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Fort Knox RZ)

- 7. An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 4.87 +/- acres from City of Leesburg SPUD (Small Planned Unit Development) to City of Leesburg SPUD (Small Planned Unit Development) to allow residential development for a property generally located south of West Line Street and east of Lee Street, lying in Section 26, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Lee Village SPUD)**

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

Mayor Burry requested comments from the Commission and the audience.

CM Minner stated this was the Lee School Village. The official name is Lee Street Village. They have been working with Barry Mansfield of Cullison-Wright Development on this project. It is approximately five acres. Mr. Mansfield came in to request demolition of both historic school structures; both the north and south schools. The south school faces Lee Street. It is the one located across from the Episcopal Church. Mr. Mansfield followed the city code. He went before the Historic Preservation Board asking for a recommendation of approval, pursuant to state regulations. The Historic Preservation Board has the authority to approve what is removed and/or improved in a historical district. He went before the board in January and, by a unanimous vote, was granted authority to demolish both buildings to redevelop the property. Upon approval of the amended PUD, he can immediately demolish the north building. After building eight of the units to a dry end level, he can start demolition of the south building across the street from the Episcopal Church. In recognition of the historic Lee School, a fenced park area which creates a "Memorial Park" will be required. The park shall utilize and feature the existing cornerstone of the north building and the two historic memorial plaques currently located on the east side of the south building. The memorial marker/monument type stone will be located on the southeast corner of the property. There is a time limit for the property along with the permits for construction that need to start in earnest eighteen months. If construction does not start within eighteen months, he loses all rights to the property. That includes the demolition of the facilities as well as the density credits that we gave him in exchange for not building the apartments. The final substantial modification to the PUD is that instead of a mixed-use type of townhome and apartment complex, it will all be townhomes. There will still be sixty-three units, so the density credits will be the same, but it will all be townhomes. A new site plan was provided for review which was included in the packet. This will go before the Planning Commission on February 23rd and it will come back before this body on February 27th. Hopefully, at that point, Mr. Mansfield will be off to the races and building that development.

Mayor Burry asked if there were any other questions or comments. There were none.

C. NON-ROUTINE ITEMS

1. **Resolution of the City Commission of the City of Leesburg, Florida appointing one regular member to the Lake County Arts & Cultural Alliance as the City of Leesburg's representative; and providing an effective date.**

ADOPTED RESOLUTION 11,266

CM Minner stated this item is a resolution to appoint Dustin Levine to the Lake County Arts & Cultural Alliance. In the past, it was typically the Leesburg Center for Arts Director. However, that position is in flux and Dustin Levine was the alternate. He does a lot with the Melon Patch along with other things for the community. We do need to fill this position and he was the only one who applied.

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

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

Mayor Burry requested comments from the Commission and the audience.

Commissioner Connell said he did not know anything about this individual. He would hate to vote for someone he knows nothing about. Was this a staff recommendation? **CM Minner** replied this was a staff recommendation and Dustin Levine's information was included in the packet. You would know Dustin if you saw him. He is the Director of the Melon Patch. He is very active in the community. He has been very active with the Arts Board. He played Jake Elwood at the parade. Although he always gets Jake and the other brother mixed up. He plays John Belushi. He would be a good appointment. He works for Bill Mathias. He is the right appointment for the Lake County Arts & Cultural Alliance. **Commissioner Connell** replied thank you.

The roll call vote was:

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

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

2. **Resolution of the City Commission of the City of Leesburg, Florida appointing one member to the Leesburg Police Officer's Retirement Pension Board of Trustees for a two-year term set to expire December 31, 2024; and providing an effective date.**

ADOPTED RESOLUTION 11,267

Commissioner Reisman introduced the resolution to be read by title only. CC Purvis mentioned in the packet the term was listed as a two-year term. However, it is a four-year term. There was an ordinance from 2022 that was missed. She would read the title correctly.

CM Minner stated this one had two choices in the packet. Both applicants provided resumes. The police pension board manages the police pension fund for all certified police officers who receive a police pension. They review the actuary report and make recommendations on the management of the pension fund. There are five members on this board. They serve for four-year terms. They are all appointed in a special manner. The members of the pension fund appoint two board members, the city commission appoints two board members and then jointly the city commission and the pension board appoint the fifth member. We had a resignation which opened up the city commission's second appointment. We had two people apply for this position, James Reid and Tom Brown. Normally, he would not give a recommendation. However, we need to get our advisory boards filled to a certain degree. It appears that Mr. Reid is very willing to serve on a few different advisory boards. Looking further into the agenda, Mr. Reid is the only qualified candidate who filed an application to serve on the Downtown CRA board. It is important to mention that, because the Downtown CRA has seven members. Those members are the city commissioners who make up five and two citizen board members. The Downtown CRA further delineates who the two citizen members need to be. One member has to live or be in business on the east side of Canal Street and the other one has to be in business or serve on the west side of Canal Street. We are filling the vacancy left by Commissioner Reisman who represented the west side. Looking at the application filed by Mr. Reid, he resides on Herndon Street and that is within the district. If the commission were to appoint Mr. Reid to the police pension fund that would disqualify him from the Downtown CRA because he can only serve on one board. That is why he brought this up. That leaves Mr. Brown. He would recommend Mr. Brown for the police pension fund. His resume was included in the packet. He is a well qualified individual, he lives in town, and he has experience. **Mayor Burry** commented that when he reviewed his resume he saw he was a past finance chair, board member, and treasurer of Legacy. He has familiarity with finances.

Commissioner Reisman made a motion to appoint Mr. Brown to the Police Officer's Retirement Pension Board of Trustees and Commissioner Connell seconded the motion.

The roll call vote was:

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

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

3. Resolution of the City Commission of the City of Leesburg, Florida appointing one member to the Greater Leesburg Community Redevelopment Agency (GLCRA) to fill a vacant remaining four-year term set to expire December 31, 2023; and providing an effective date.

ADOPTED RESOLUTION 11,268

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

Commissioner Reisman made a motion to appoint James Reid to the Greater Leesburg Community Redevelopment Agency and Commissioner Berry seconded the motion.

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

The roll call vote was:

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

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

4. Resolution of the City Commission of the City of Leesburg, Florida appointing one regular member to the Leesburg Planning Commission to fill a vacant remaining three-year term set to expire December 31, 2024; and providing an effective date.

ADOPTED RESOLUTION 11,269

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

CM Minner stated one member is an alternate member. **PZD Miller** agreed it was Nate Sanders. **CM Minner** said, ostensibly, they are filling one position. For example, if they appointed Nate Sanders as the regular member, they would only need to fill the alternate position. Typically, in the past, that is what they have done. They have appointed the alternate as a regular member as a promotion. In this case, since Mr. Reid was appointed to the CRA board and Mr. Sanders is the alternate, we would appoint him as the full member. We would then recommend appointing Rosalind Peeples-Johnson as the alternate. He recommended amending the resolution and voting on it.

Commissioner Connell recommended amending the resolution to make Nate Sanders the regular member and Rosalind Peeples-Johnson the alternate member of the Planning Commission and Commissioner Berry seconded the motion.

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

The roll call vote on the amendment was:

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

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

CM Minner stated they needed to take a second vote approving the amended resolution.

Commissioner Reisman made a motion to approve the amended motion and Commissioner Connell seconded the motion.

The roll call vote was:

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

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

7. INFORMATIONAL REPORTS:

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

A. Financial Reports as of December 2022

Mayor Burry asked if there were any questions about the financial reports as submitted. There were none.

8. CITY ATTORNEY ITEMS:

CA Watson had no further comments this evening.

9. CITY MANAGER ITEMS:

CM Minner wanted to recognize the HR department for their hard work putting together the Career Fair. It is coming up on Tuesday, February 28th, from 3 p.m. to 7 p.m. at the Venetian Center.

10. ROLL CALL:

Commissioner Berry had no comment this evening.

Commissioner Connell commented that he learned today after driving down Dixie Avenue that Pat Thomas Stadium was wide open everyday. He thought it was people in there working. He did not realize it was open for public restroom facilities to accommodate the boat ramp and the marina. He wanted to know that since we are doing renovations to the marina/administration building, could we change the scope of that? He would like to see the city add some public restrooms to that so people do not have to use Pat Thomas as public restrooms. He spoke with the city manager about this, but we do not have a cost estimate for that. However, since we are already looking to build that building, it cannot be that much more expensive to add a couple of public restrooms. **CM Minner** asked if he could talk about their discussion. **Commissioner Connell** said yes, go ahead. **CM Minner** commented that several years ago the commission sought to put a public restroom at the boat ramp. It was not the Ski Beach boat ramp, it was the older Venetian Gardens boat ramp. The commission at that time selected not to do it. When we endeavored to do the Ski Beach restroom, it was an expensive construction item. That restroom would have cost about two hundred and fifty thousand dollars to construct. However, the commission did feel the need for restrooms in that area, so, with a few minor improvements to the Pat Thomas restroom facilities and changing the fence around a one hundred yard walk would get people to the restrooms. They would be able to use the boat ramp and have public restrooms. The commission approved it and signed it. We fixed the restrooms, changed the fencing and it sufficed. Commissioner Connell asked and that was what he told him. He presented the concept of flip-flopping that around. There is an opportunity to build special restrooms at the boat ramp which would be about the same distance. We would have to modify the design of the marina. The RFP is already out for the new marina building. It is in the twenty-three fiscal year budget using some of the American Recovery Act funds to construct that facility.

The current building has pretty much lived its life cycle. What we would need to do is redo the signage and put another door on the restroom facilities. The current concept for the marina was for two offices, a reception area, and a restroom for the folks who use the marina. We could accommodate this pretty easily. We can put a corridor on the other side of the building to allow entry to the restrooms inside the facility. Then on the outside of the facility we can redo the signage. If the commission wants to change this, now would be the time to let city staff know. As we get into the design for the marina concept, that concept can be weaved in. The commission will ultimately approve the marina concept before going out to bid. **Mayor Burry** inquired if at one time we were considering a restaurant-type facility at the marina? **CM Minner** answered that the concept is out to bid. The design seeks two levels of service. The first is the mandatory needs, which are offices, reception areas, and public restrooms. The second design would be for the addition of the concession stand based on the bids. That will be based on where the costs are. The restrooms would be accessible from the inside and outside. It may be another fifty yards of walking for people to get to the marina, but it provides a reasonable facility for the boat ramp. **Mayor Burry** agreed. **CM Minner** mentioned that by the nodding of heads they would firm everything up. The next time this comes before the commission will be the RFP for the design of the marina facilities. When that RFP comes there will be another discussion. We will weave that in as we get our proposals and they can ask questions about it. We will do a clarification memo and get that out. **Commissioner Connell** asked if the RFP would include public restrooms? **CM Minner** replied that the RFP is already out, but they would send an amendment. **Commissioner Connell** stated he was not at the last meeting, but he understood they approved the engineering to start the fluoride treatment. **CM Minner** said correct. **Commissioner Connell** said he would like the staff to provide a monthly update on what is happening with the engineering and designing of that, along with any cost adjustments the engineer comes across. He would like to know about everything the engineer did not anticipate and if it is going to cost more than what was anticipated. **Mayor Burry** remarked that he enjoyed getting the update in the email that included the current projects. It was a nice addition. He agreed with Commissioner Connell. **Commissioner Connell** said the last thing was a conversation item. He wanted to know where we were on the city salary survey. Has it been completed? **CM Minner** answered they are still working on that, but most of it has been completed. He was asked back in the fall to start a salary survey and they have been working on a comprehensive salary survey. They have received department head comments on it. They did not receive too many department head comments other than the police department's. This survey is a public record and he would be happy to provide it. He did not want to work completely off that report because there were some items in the report without some organizational knowledge, making it difficult. For example, the report works on comparing the low and high of every position. If you just compare the low and high, it would appear that there were more positions in the city organization that were not competitive. What we have done over the past several years is work at hiring people at a higher than base rate. We also have the fifteen dollars an hour issue with the minimum wage. When we looked at the data, we were processing and pinpointing which people and positions were not getting a competitive wage. We want to wrap this up in the planning and workshops for fiscal year 2024. We need to narrow it down to where we need to be competitive with our wages. That would be the entry-level positions and the maintenance worker one category. That would be primarily public works and recreation, along with some other entry-level secretarial and administrative positions. The existing positions are below the fifteen dollars an hour rate. He would like to do a more comprehensive report during the budget year. We need to look at the cola merit type adjustments in the budget and so everybody gets paid a competitive wage. They need to get everybody up to the fifteen dollars an hour wage. A lot of other public organizations have gone that route. They went to fifteen dollars an hour immediately and we did not. When looking at the report you might think there are one hundred positions not correct, but broken down it is about twenty-five. They are working on that with the human resources department. In the next few months they should have a more comprehensive report going into the budget process.

Commissioner Reisman thanked all city department heads and staff for taking him around and showing him the city. He learned quite a bit about the workings of the city. The city has a great team of employees. He appreciated everyone taking the time to show him around, whether it was an hour or two days. He wanted to discuss the Deborah Davis food catering agreement at the Venetian Center. He was unaware that the city taxpayers subsidized a private business in a publicly funded city facility. She has a business there and pays no rent or utilities. He wanted to see if there was a consensus to have the city manager send Ms. Deb a notice of termination of the food catering agreement dated back to June of 2019. He spoke with the city manager and he may want to go further into this. **CM Minner** answered that was a pretty good summary. The Deborah Davis contract goes back quite some time. The contract was renewed when we had the old facility. It was an exclusive right-to-use agreement. At the old facility she was the exclusive caterer, so if you had an event you had to use Ms. Deb. When we started to design the new facility, there was a big discussion with the commission on whether we should go with a catering kitchen. There were discussions about building a full-blown commercial kitchen and still using Ms. Deb as the exclusive caterer. That was when they came up with the hybrid plan. It was that she would get a non-exclusive use of the facility. When the facility was built, this contract came forward. It passed with a three to two vote and it has been this way since. It has not been questioned since whether or not we should have that contract. Now, if this commission sees it as the right time to change the contract, they can do so because the subsidy has always been there. He suggested if the commission wants to change the contract to not have a sole provider who sets up shop and office where the city is subsidizing their business, then the appropriate thing to do would be to provide notice.

That is included in paragraph one of the contract and the notice would be one hundred and twenty days. If the commission by consensus directs him to do that, he will get in contact with Ms. Deb and go from there. **Commissioner Berry** questioned when the contract actually ends? **CM Minner** answered the non-exclusive contract she currently has is a rolling contract. There is no termination date. It ends when either party gives the one hundred and twenty day notice. **Commissioner Berry** asked if the one hundred and twenty day notice would be directed by the city manager to allow her the opportunity? **CM Minner** said if they directed him to issue a notice, then one hundred and twenty days would start tomorrow and that would be the termination date. **Commissioner Berry** asked if she would still be considered a caterer chosen at that facility? **CM Minner** said yes, he would advise her to fill out the form so she could be put on the catering list. That is all handled at a staff level. The commission gave that discretion a while back. They are pretty flexible on who they recognize as an eligible caterer. The only change would be that she cannot set up shop at the Venetian Center. She currently uses the kitchen for her business. She stores her materials and has an office there. When she caters, she uses the facilities to do other events not at the facility. She also sells food directly out of the kitchen. With this notice, she would have to move her office and supplies. She would only use the kitchen when she came in to cater, just like everybody else.

Dr. Erika Jasper asked if there was a reason why they wanted to terminate her contract? **CM Minner** answered, the bottom line was the commission could direct him to issue a notice to stop the subsidy of a business. We have between five to seven other caterers that go in and out of the facility and Ms. Deb is the only one that uses the facility as an exclusive caterer. We are essentially subsidizing her business. She pays the same percentage as any other caterer. If you have Acme Caterers in the facility and they do your event, they pay ten percent of what they charge. Ms. Deb does that only when she does special events at the facility. Currently, we provide the utilities and the location for her business and she pays the same as any other business. A subsidy is not necessarily a bad thing from time to time, but in this case, if the commission deems it no longer warranted, the proper thing to do is to issue a notice pursuant to the contract. **Mayor Burry** questioned how much catering business does Ms. Deb currently cater, compared to the caterers at the facility? What is the percentage? **CM Minner** replied we have about eight caterers. Two of the caterers do about ninety percent of the events. One caterer, who is not the exclusive contractor, provides about fifty-one percent of the revenue and Ms. Deb provides about

forty percent of the revenue. In 2022, we brought in a little over thirty grand in catering fees. One contractor paid thirty thousand and Ms. Debbie paid twelve thousand. There are a few other caterers that filled in the gap. **Commissioner Berry** asked if the agreement for subsidizing was special to her for financial reasons or if it was because of her longevity with the community center at the time before the new building? When trying to be fair and understanding, the city may offer subsidies for one individual, but it should be the same across the board for everyone. If this agreement was made prior to and we assisted her in some kind of way, maybe she is at a point now where she may not need to be assisted. Can we discuss further on that? **CM Minner** answered that she hit the nail on the head. The answer to that question is both. When we had discussions about Ms. Deb's contract in the past during the process of building the community center, we talked about exactly that. His recollection was because of her history with the city and popularity with so many civic groups, the commission at the time awarded her that 2019 contract. She was/is popular for her cookies, friendships, and rapport that she built around the community. That was an important part of the decision and why she got the contract. Having said that there was a significant discussion on the subsidy issue and using the facility. That was an additional cost for the new facility. It was about half a million dollars more than the initial concept to build a catering kitchen at the Venetian Center versus a commercial kitchen. That was a contentious point in determining whether we were going to rehab the old facility versus building the new facility. He heard talk about Ms. Deb possibly retiring. That discussion was not with him personally. However, it is reasonable and it is fair to say if the commission chooses to change and direct him to issue the notice and if Ms. Deb has any issues, he would encourage her to come before this body. If the consensus tonight is to have him write the letter to Ms. Deb and if she has an issue, we can expect to see her before this body publicly. At that time we can have a public discussion. **Commissioner Connell** wanted to clarify that Ms. Deb currently uses the facility as the homebase for her catering business and she utilizes the freezers and the walk-in coolers. When the other caterers use the facility, they have to bring in their own materials to cater to the event. They can use the kitchen, but they have to clean it up and take all their belongings when it is done. They are not allowed to store any materials for their business seven days a week and they do not have an office located at the facility. **CM Minner** responded correct. **Commissioner Connell** said she uses this twenty-four hours a day, seven days a week, yet she pays the same ten percent as the other caterers when she caters for an event at the facility. **CM Minner** stated it is ten percent and there is an alcohol charge, but the numbers are calculated together. **Commissioner Connell** mentioned that she is paying the same rate even though the numbers may vary depending on who has more business. She is paying the same rate as every other caterer. The only difference is, she gets to use it on a regular basis for her business, where the other caterers come in, do their thing, clean up and leave.

Dr. Jasper asked, in lieu of terminating her contract, could they amend it to keep her as an exclusive caterer and just make some adjustments to the contract versus killing it? She has a great rapport in the community due to her reputation, food and cookies. Could that be considered? Could she come and speak about this before terminating her contract? **Mayor Burry** asked if we gave Ms. Deb notice what would happen to the office, cooler and kitchen? Would someone else use it or could we rent it out? Could we charge Ms. Deb a rental fee for the space or do we just say you have to go and do nothing with the space? **CM Minner** said technically there is no office. There is a spot she uses for her desk and she keeps her materials and supplies there. That is how she has always operated, whether it was in the old facility or the new facility. There is middle ground to this. Ms. Deb has a special deal and the city commission can either continue with the special deal or change the special deal. He did not see there being any modifications to the special deal that could make it better. It is an either or, we either continue it or end it. If we end it, Ms. Deb will operate just like all the other caterers who are recognized on the list. What would that do for us at the end of the day? It would bring down the overhead, because the stoves, ovens, gas and freezers would not be used as much. We would save some money and the organizations that still want to use Ms. Deb could. **Commissioner Reisman** commented that Ms. Deb could still use the facility. It is not fair to the taxpayers to be subsidizing a private business. No one subsidizes his private business

or the pump business he works for. She can still come and cater just like every other caterer. When she comes in she can still use the freezer, refrigerator, and every tool there.

Elizabeth Reed wanted to know how long Ms. Deb has been using the facility? **CM Minner** replied it has been a long time, it could be the mid 80's. **Ms. Reed** said she has been around longer than some people in the room. She wondered why they granted free storage? **CM Minner** stated Ms. Deb received that contract in 2019 from a different city commission. Now this commission, through Commissioner Reisman, has requested to modify that agreement and they have the prerogative to do so. **Ms. Reed** said she has been around for twenty years and she had an agreement with the city. Did the city give her special consideration twenty years ago? Did she do some great deed for the city? **CM Minner** replied that Ms. Deb had an exclusive contract at the old community center up until about 2018. That was when the city started construction on the new facility. Ms. Deb did not operate for about one year. When the new facility opened in 2019, she was given a new agreement. It was a non-exclusive agreement. That agreement allowed for termination by either party with a one hundred-twenty day notice. This commission did not make the original agreement and this commission did not make the non-exclusive agreement in 2019. However, this commission has the right to execute termination per the clause in the agreement, which is what Commissioner Reisman is asking for. **Ms. Reed** stated she wanted to know what made her so special twenty years ago.

Sandy Moore, of Leesburg Area Chamber of Commerce, stated she was not speaking on behalf of the Chamber. She wanted to point out an unintended consequence of terminating the contract. She (Ms. Deb) makes a lot of lunches that are small, which most caterers are not interested in. It is a one hundred and twenty dollar lunch. A lot of the caterers want bigger projects when they service the community. She services the civic organizations and smaller groups that meet. She gives them a reduced rate because she is located there. She wanted to make sure everyone was thinking about those things. The convenience of being able to have meetings there and having someone like Ms. Deb there is part of the reason why the rates are lower. Being able to store her stuff there is helpful because she does so many events throughout the week. It could be cumbersome if that gets taken away. She may not be able to provide the same type of service. She has been around a long time. We all know how great her food is. Everyone has the choice of who they want to use. She understands the concern about subsidizing, but she provides an important service to the city and the Venetian Center. **Mayor Burry** said when we talk about subsidizing. We gave a contract earlier tonight to someone who had a higher bid, that is subsidizing. We did that and he voted no to it. He is in agreement on this. He thinks all the caterers should follow the same set of rules. That is why he voted no on the other item earlier. He is in agreement with Commissioner Reisman on this. **CM Minner** remarked that they do not need to make a motion because this is a consensus item. He has direction, which is to issue a notice to Ms. Deb. He will do that and he will speak with Ms. Deb. If Ms. Deb has questions about the notice he would advise her to come before the commission. He would agendaize that item and give her the opportunity to come and ask questions about the notice. It is a one hundred and twenty day notice. After his conversation with Ms. Deb, he will report back.

Mayor Burry stated he received a notice about potential dates for the budget workshops. **CM Minner** said he did not know the dates but they are in July. **Mayor Burry** suggested that everyone look at the dates so they can firm them up. **BD McDaniel** stated those dates would come back to be approved in the budget calendar. Unfortunately, they have not yet received the trim calendar. They are trying to get that now. Hopefully, by the next meeting. As soon as they have it, it will be on the agenda. **CM Minner** said as soon as they have the dates they will get them out. If there are any issues, let him know. The resolution adopting the budget process will be on the consent agenda shortly. **Mayor Burry** informed everyone that Mike Pederson resigned from the Lake County Tourism Development Council. He encouraged everyone to endorse Alan Reisman to serve on that board representing Leesburg. It is an extremely important position. The City of Leesburg is where most of the hotels are and tourists

come here to stay. We need a strong voice to make sure that our facilities receive their fair share. We need to encourage more tourist dollars into the City of Leesburg. **CM Minner** stated historically, the TDC has a composition made up pursuant to the BOCC code. There are two municipal members on it. One being the largest city, which is Clermont, and the board gave preference to the Lake League of Cities for a recommendation. Commissioner Pederson was recommended by the Lake League of Cities. He took over when a member of the Fruitland City Park Commission resigned. With Commissioner Pederson's resignation from the TDC board, it would be a great opportunity for Commissioner Reisman and he is willing to serve. He sought and received the recommendation of the Lake League of Cities and that will be submitted to the BOCC. We do not know when they will vote on it, but it should be in the next month or so. We should know and hopefully Commissioner Reisman gets that appointment. Everything that was said is factually correct. It is important that somebody from Leesburg be on that board, since Leesburg has the lion's share of the bed taxes. Bed tax is a specific four percent tax that is paid on a room night stay in any given hotel in the state. It is broken down into counties and that tax is collected and disseminated to the counties. That money is then spent specifically on promoting tourism and development to make capital improvements in the county. Lake County gets about three million dollars annually.

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.

Commissioner Reisman made a motion to adjourn and Commissioner Connell seconded the motion. The meeting adjourned at 7:05 p.m.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.1.

Meeting Date: February 27, 2023

From: Aaliyah Davis, (Purchasing Manager), Travis Rima, (Recreation Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Amendment One to an existing Pre-Construction Services Agreement with Allstate Construction, Inc.; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the resolution authorizing execution of Amendment One to an existing Pre-Construction Services Agreement with Allstate Construction, Inc. for Construction Manager at Risk (CMaR) services to revise the terms of the Agreement to only relate to the Susan Street Sports Complex Renovation.

Analysis:

Susan Street Sports Complex Renovation And Marina Project

When the City Commission set aside ARP Grant Funds to modify Susan Street Park to a "rectangle field sporting complex" and make certain improvements to the Marina, Recreation and Procurement Staff let an RFP to seek a Construction Manager at Risk (CMaR) to build the improvements. AllState Construction was then hired. The CMaR method has been used by the City of Leesburg with success on several different projects. However, recently, the CMaR has come into question due to recent economic, supply and purchasing factors with several estimates being quoted over budgeted. In this particular case, AllState returned an initial estimate for the Marina at \$3 Million; which has increased staff concerns about whether the CMaR method yields the best price. As a result, staff would like to process different methods of procurement to ensure that CIPs are completed efficiently. As such, staff is recommending that the AllState Construction CMaR Agreement be modified; whereby, AllState will be the CMaR on the Susan Street Project and the Marina be built using the traditional design-bid-build method.

Procurement Analysis:

The contract modification will allow Susan Street to move forward with the CMaR method and pending approval of this contract modification, a traditional design-bid-build process will be started for the Marina.

Options:

1. Approve the resolution authorizing execution of Amendment One with Allstate Construction, Inc.; or

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

Fiscal Impact:

Funds are available in the current Capital Projects budget.

Account No. 031-8125-572-3110

Project No. 310081

WF No. 1471073

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
AMENDMENT ONE TO AN EXISTING PRE-CONSTRUCTION SERVICES
AGREEMENT WITH ALLSTATE CONSTRUCTION, 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 Agreement One with ALLSTATE CONSTRUCTION, INC. whose address is 1301 SW 37th Avenue, Ocala, Florida 34474, for Construction Manager at Risk (CMaR) 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 27th day of February 2023.

Mayor

ATTEST:

City Clerk

**FIRST AMENDMENT OF AN
AGREEMENT FOR PRE-CONSTRUCTION SERVICES**

THIS AMENDMENT is made as of the 27th day of February, 2023, 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 **ALLSTATE CONSTRUCTION, INC.** whose address is 1301 SW 37th Avenue, Ocala, Florida 34474 (hereinafter referred to as the “CONSTRUCTION MANAGER or CM”).

WHEREAS, on November 14, 2022, the CITY and CONSTRUCTION MANAGER entered into a Pre-Construction Services Agreement whereby the CONSTRUCTION MANAGER agreed to provide Construction Manager at Risk (CMaR) services for the City’s Athletic Facility/Field Renovation and Marina Improvements Projects (hereinafter referred to as the “Agreement”).

WHEREAS, the CITY and CONSTRUCTION MANAGER desire to enter into Amendment One to revise the terms and the projects referenced of the original Agreement.

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 as follows:
 - a. Any reference to Projects and/or Project(s) is to be replaced with Project.
 - b. Any reference to the Marina Improvements Project is to be omitted.
 - c. Paragraph ‘3. Compensation.’ of the Agreement is modified and replaced as follows:

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

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

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 Construction Manager other than as defined above.

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

[Signature page follows.]

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

ALLSTATE CONSTRUCTION, INC.

By: _____

Printed: _____

Its: _____
(Title)

CITY OF LEESBURG, FLORIDA

James A. Burry, Jr., Mayor

ATTEST:

J. Andi Purvis, City Clerk



ATTACHMENT 'B'

10-28-22

ATTN: Aaliyah Davis
Purchasing Manager
City of Leesburg, FL
Email: aaliyah.davis@leesburgflorida.gov

Re: Preconstruction Services Proposal
Project: Athletic Facility
Leesburg, FL

Aaliyah,

Please accept this letter and the attached worksheet as our Initial Preconstruction Phase Fee proposal for the above-referenced project. Our Initial Preconstruction Services are to include the following deliverables in accordance with your request:

30% Design Estimate

- Initial Site Visit
- Review of Existing Conditions and Existing Utilities
- Initial Design Review Meetings with Architect, Owner, and other Consultants
- Site Visit with Subcontractors providing Budgetary Information
- Material Availability Review
- Estimate Creation
- Design Team and Owner Review Meetings

50% Design Estimate

- Material Availability Review
- Concept Schedule Creation
- Site Visit with Subcontractors providing Budgetary Information
- Material Availability Review
- Estimate Creation
- Design Team and Owner Review Meetings

GMP Creation:

- Bid Package Creation
- Material Availability Review
- Phasing Plan and Schedule Creation
- Bid Advertisement
- Subcontractor Solicitation
- Bidder Prequalification Process
- GMP Preparation
- Design Team and Owner Review Meetings
- GMP Finalization

Initial Preconstruction Fee: \$23,569

We trust this is all the information necessary to issue a Preconstruction Activation for this work and look forward to a successful project. Please let me know if you need additional information.

Sincerely,

ALLSTATE CONSTRUCTION, INC.

Andrew Wellman
Operations Manager

PRECONSTRUCTION FEE WORKSHEET

Project: City of Leesburg - Athletic Facility

Allstate Construction, Inc.

10/27/22

Description	Rates (\$/hr)	Schematic Estimate at 30% Design		Progress Estimate at 50% Design		GMP & Bid Process		Total Hours	Total (\$)
Staffing									
Project Director	\$65.00	24.00 hrs	\$1,560	8 hrs	\$520	12 hrs	\$780	36	\$2,860
Project Manager	60.00	20.00 hrs	\$1,200	8 hrs	\$480	24 hrs	\$1,440	44	\$3,120
Preconstruction Manager	53.00	35.00 hrs	\$1,855	16 hrs	\$848	8 hrs	\$424	43	\$3,127
Estimating	54.00	20.00 hrs	\$1,080	35 hrs	\$1,890	32 hrs	\$1,728	52	\$4,698
Clerical	37.25	hrs	\$0	0 hrs	\$0	0 hrs	\$0	0	\$0
Superintendent	40.00	hrs	\$0	0.00 hrs	\$0	0.00 hrs	\$0	0	\$0
Project Engineer	35.00	hrs	\$0	0.00 hrs	\$0	0.00 hrs	\$0	0	\$0
					\$0				
Subtotal Direct Labor		hrs	\$5,695		\$3,738		\$4,372	175	\$13,805
Labor Burden Multiplier (49%)	1.4900		2,791		\$1,832		2,142		\$6,764
Total Labor Cost			\$8,486		\$5,570		\$6,514		\$20,569
Other									
Exploration of Existing Utilities									\$3,000
Document Reproduction			\$300		in GMP		in GMP		\$0
Cell Phone / Data			\$0		-		-		\$0
Vehicle Allowances	\$8.00	55.00	\$440	miles	\$0	miles	\$0		\$0
Permitting - In GMP			-		in GMP		in GMP		\$0
Totals			\$9,226		\$5,570		\$6,514		

SUBTOTAL

\$23,569

OH&P

-

TOTAL PRECONSTRUCTION

\$23,569

30% Design Estimate

- Initial Site Visit
- Review of Existing Conditions and Existing Utilities
- Initial Design Review Meetings with Architect, Owner, and other Consultants
- Site Visit with Subcontractors providing Budgetary Information
- Material Availability Review
- Estimate Creation
- Design Team and Owner Review Meetings

50% Design Estimate

- Material Availability Review
- Concept Schedule Creation
- Site Visit with Subcontractors providing Budgetary Information
- Material Availability Review
- Estimate Creation
- Design Team and Owner Review Meetings

GMP Creation:

- Bid Package Creation
- Material Availability Review
- Phasing Plan and Schedule Creation
- Bid Advertisement
- Subcontractor Solicitation
- Bidder Prequalification Process
- GMP Preparation
- Design Team and Owner Review Meetings
- GMP Finalization

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.2.

Meeting Date: February 27, 2023

From: Aaliyah Davis, (Purchasing Manager), Travis Rima, (Recreation Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Professional Services – Design Agreement with Halff Associates, Inc. related to the Athletic Facility/Field Renovation; and providing an effective date.

Staff Recommendation:

Staff Recommends:

1. Approval of the Recommendation of Award of Request for Qualifications (RFQ) 220103 to Halff Associates, Inc.; and
2. Approval of the resolution authorizing execution of a Professional Services - Design Agreement related to the Athletic Facility/Field Renovation in the amount of \$562,800.00.

Analysis:

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

Procurement Analysis:

The Procurement Division issued Request for Qualifications 220103 on January 10, 2022. On February 8, 2022, the City received seven (7) proposals. Evaluation Committee members evaluated all proposals and came to a consensus as to the final ranking shown here. The ranking summary is as follows:

Rank	Firm Name	Score
1	Halff Associates, Inc.	85.60
2	CPH, Inc.	81.50
3	HKS Architects,	78.20

	Inc.	
4	Borrelli & Partners, Inc.	74.90
5	Chastain-Skillman, Inc.	72.20
6	Powell Studio Architecture	59.20
7	Gale Associates, Inc.	59.00

Options:

1. Approve award of RFQ 220103 and the Resolution authorizing execution of the Agreement with Halff Associates, Inc.; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Funds are available in the current Capital Projects budget for this expense.

Account No. 031-8125-572-3110

Project No. 310081

WF No. WF1471073/1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
PROFESSIONAL SERVICES – DESIGN AGREEMENT WITH HALFF
ASSOCIATES, INC. RELATED TO THE ATHLETIC FACILITY/FIELD
RENOVATION; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with HALFF ASSOCIATES, INC. whose address is 902 North Sinclair Avenue, Tavares, FL 32778 for DESIGN SERVICES (RFQ 220103).

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 27th day of February 2023.

Mayor

ATTEST:

City Clerk

**AGREEMENT FOR PROFESSIONAL
DESIGN SERVICES**

THIS AGREEMENT is made as of the 27th day of February in the year **2023**, between **THE CITY OF LEESBURG**, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **HALFF ASSOCIATES, INC.** whose address is 902 North Sinclair Avenue, Tavares, FL 32778 (hereinafter referred to as "PROFESSIONAL").

WHEREAS, the CITY issued Request for Qualifications (RFQ) 220103 to contract with a qualified professional or firm to provide professional engineering services to design enhancements and improvements at the Susan Street Sports Complex;

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. PROFESSIONALS response to RFQ 220103; and
- c. Professional Services Proposal/Agreement – Included here as Attachment 'A'; and

2. **SCOPE OF SERVICES**

The PROFESSIONAL shall furnish the services described in Attachment 'A'. Nothing herein shall limit the CITY'S right to obtain proposals or services from other professionals for similar projects.

3. **PAYMENT**

The PROFESSIONAL shall perform the Services for a total price not to exceed **\$562,800.00**. The cost of these services shall not exceed this amount unless the CITY has executed a written change order or extra work authorization approving an increase in cost.

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. **TERM OF AGREEMENT**

This Agreement shall commence upon the date of execution and shall remain in effect until such time as the contracted services have been completed, and accepted by the CITY's authorized representative, unless earlier terminated in accordance with its provisions.

5. **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.

6. 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 Certificate of Insurance shall be delivered to CITY by PROFESSIONAL prior to starting work.
- c. All required insurance shall be provided by insurers 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 or contract.
- 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 or contract.
- k. The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows:

City of Leesburg

Attention: Aaliyah Davis, 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.

7. INDIVIDUAL LIABILITY

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

8. 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.

9. CODES, LAWS, AND REGULATIONS

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

10. LICENSES, AND FEES

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

Applicable licenses required by law or requirements of the Solicitation will remain in force for the full duration of this Agreement and any extensions.

11. 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.

12. 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.

13. CONTINGENT FEES PROHIBITED

The PROFESSIONAL represents 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.

14. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, FINAL SPECIFICATIONS, CALCULATIONS, ESTIMATES, PLANS, DRAWINGS, CONSTRUCTION documents, photographs, summaries, reports, memoranda, and other documents, information and material prepared by the PROFESSIONAL (or by such sub-consultants) in rendering services hereunder shall be delivered to and become the property, upon

payment of PROFESSIONAL'S invoice therefore, 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 kept on file at the office of the PROFESSIONAL.

15. 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.

16. 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.

17. NO THIRD-PARTY BENEFICIARIES

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

18. 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.

19. CONTACT PERSON

The primary contact person under this Agreement for the PROFESSIONAL shall be Martin Steffen (email: msteffen@halff.com). The primary contact person under this Agreement for the CITY shall be Travis Rima, Recreation Director (email: cliff.kelsey@leesburgflorida.gov).

20. NOTICES

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

To the PROFESSIONAL:

Halff Associates, Inc.

Attn: Martin Steffen

902 North Sinclair Ave.

Tavares, FL 32778

Email: msteffen@halff.com

To the CITY:

City of Leesburg

Attn: Aaliyah Davis – Purchasing Manager

501 W. Meadow Street
Leesburg, FL 34748

21. 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 reasonable 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.

22. 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

23. SUBCONTRACTORS

The CITY reserves the right to approve all subcontractors for services 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.

24. 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.

25. 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.

26. AUTHORITY TO OBLIGATE

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

[Signature page follows]

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

HALFF ASSOCIATES, INC.

Title

THE CITY OF LEESBURG, FLORIDA

James A Burry, Jr., Mayor

ATTEST:

J. Andi Purvis, City Clerk

Approved as to form and content:

William Watson, City Attorney

ATTACHMENT A

PROFESSIONAL DESIGN SERVICES SUSAN STREET SPORTS COMPLEX RENOVATION

PURPOSE

Halff Associates (CONSULTANT) shall provide Architectural, Geotechnical; Surveying; Civil, Structural, MEP and Electrical Engineering; Environmental and Landscape Architectural services for the Susan Street Sports Complex Renovation (PROJECT) for the City of Leesburg, FL (CLIENT)

The 27.4 acre Susan Street Sports Complex (PROJECT) site is an existing baseball / softball complex that will be converted to a football / soccer tournament complex.

ASSUMPTIONS

The scope of services for this proposal has been prepared using the following assumptions as a basis for its preparation:

- The project will adhere to City Leesburg development regulations
- The anticipated project budget is \$5,000,000.00 which includes \$3,000,000 for the base bid and \$2,000,000 in alternate bids.
- It is assumed no off-site public utilities (water, sanitary sewer or storm drainage) will be required.

SCOPE OF SERVICES

As follows are the task items associated with the anticipated scope of services:

TASK 1 – PROJECT MANAGEMENT AND MEETINGS

Communications and Reporting:

CONSULTANT will provide monthly reports to the CLIENT that describe current progress, identify outstanding issues and/or items of future concern. The reports will be in 8.5"x11" format and submitted electronically to the CLIENT for their use and distribution.

Coordination/Project Kick-off Meeting:

CONSULTANT will organize a kick-off meeting with the CLIENT to confirm the projects goals and objectives, project budget and project schedule. Following the kick-off meeting the CLIENT and CONSULTANT will visit the site. The impacts and opportunities that results from this site visit will be documented for use in the concept design preparation process. Photographs will be taken by the



CONSULTANT to record existing conditions. Notes will be taken by the CONSULTANT at this meeting and site visit to record items discussed and decisions made and will be delivered in digital format to the CLIENT.

Internal Team Meetings:

CONSULTANT will conduct internal team meetings as required. The internal team meetings will include internal coordination of project processes, program items and schedules.

Design Review Meetings:

CONSULTANT will conduct design submittal review meetings with the CLIENT to discuss the PROJECT progress at the submittal milestones identified below. All design submittal review meetings will be held at the CLIENT's offices or virtually. Notes will be taken by the CONSULTANT at these meetings to record items discussed and decisions made and will be delivered to the CLIENT. The submittal milestones are as follows:

- Schematic Design – One (01) meeting
- 60% Design – One (01) meeting
- 90% Design – One (01) meeting
- Final Design – One (01) meeting

Deliverables:

Deliverables provided by the CONSULTANT shall include the following:

- Digital PDF copy of the progress reports.
- Digital PDF copy of the kick-off / site visit meeting notes.
- Digital PDF copy of the design review meeting notes

TASK 2 – SURVEY SERVICES

A licensed surveyor will perform detailed topographical, boundary and tree survey for the proposed site. The survey will be based on Florida East Zone Coordinate System (NAD 83-2011) datum. The survey services will include the following:

Boundary Survey:

- Prepare a Boundary Survey for Lake County Property Appraiser Alternate Key numbers 1175577, 1175411 and 1174557 Section 22, Township 19 South, Range 24 East, Leesburg, Lake County, Florida. The survey will include establishing and marking the exterior boundary lines and locating any improvements along the boundary perimeter. The initial review of a title commitment is included with this proposal.

Topographic Survey:

- Prepare a topographic survey that identifies all existing improvements including surface evidence of utilities, storm drainage and sanitary systems. Drainage and sanitary pipe size, type and elevation data will be depicted. The survey will include spot elevations to determine one (1') foot contour intervals. Topographic coverage will extend twenty-five (25') feet beyond the boundary lines adjacent to neighboring parcels and will include portions of Susan Street. Underground designation/locations are not included.

Tree Survey:

- Protected Trees four (4") inches and above unless listed by the UF/IFAS Assessment of Non-native Plants, "Prohibited" or "Invasive - Not Recommended" tables will be located and shown on the survey. Trees will have the diameter at breast height and common name listed on survey. Trees within the wetlands will not be included unless requested by the CLIENT or CLIENT's representative.

TASK 3 – ENVIRONMENTAL SERVICES**Environmental Assessment:**

CONSULTANT will conduct a field review of the project site for the purpose of evaluating the onsite habitat conditions, wetland limits, and the potential occurrence of any species considered Endangered, Threatened, or of Special Concern by the Florida Fish and Wildlife Conservation Commission (FWC) under Chapter 58A-27.003-005 F.A.C. or the US Fish and Wildlife Service (USFWS) under C.F.R. 17.11-12. The purpose of this task is to obtain a general understanding of the current site condition and document listed species that may be present on this site so that potential permitting requirements can be identified in advance and appropriately addressed. Specific tasks included with this effort are as follows:

- Review the project area to map and assess the extent and condition of the onsite habitats. Each habitat type will be mapped using the Florida Land Use, Cover, and Forms Classification System (FLUCFCS: Florida Department of Transportation, 1999).
- Locate and flag the boundaries of all wetlands and surface waters that may exist on the site per the wetland delineation methodology provided in Chapter 62-340, F.A.C., Delineation of the Landward Extent of Wetlands and Surface Waters and the 1987 Corps of Engineers Wetlands Delineation Manual. Where possible, assess the hydroperiod levels (seasonal high and normal pool) of wetlands on the site. The approximate boundary of identified wetlands will be marked on aerial photography and digitized for inclusion with the project site planning efforts. The purpose of this task is to obtain a general understanding of wetlands that may be present on this site so that potential permitting challenges can be identified and addressed during the site planning effort.

- Conduct meandering pedestrian transect surveys for listed species on the project site. All habitats within the project boundary will be surveyed in general accordance with the Florida Wildlife Conservation Guide (2011) as developed by the USFWS, FWC, and FNAI. Surveys will be conducted to locate listed wildlife species known to occur in Lake County, Florida. Nests, burrows, and evidence that would suggest the presence of listed wildlife species (i.e., tracks, scat, cavities, or nests) occurring on or near the project site will be documented and their location will be recorded using a hand-held GPS. Any items of concern that could potentially affect the project and permitting schedule will be recorded and reported to the CLIENT.
- Complete a summary report detailing the findings of the site review and listed species surveys conducted on the project site. If wetlands or listed species are encountered, their approximate locations will be depicted on an aerial photograph of the project site. If there are any regulatory constraints to development of the project due to listed species, detailed recommendations on how to resolve the constraints prior to initiating development activities will be provided to the CLIENT.

TASK 4 – GEOTECHNICAL SERVICES

Subsurface Drilling:

Drillers and technicians will evaluate subsurface conditions with seven (07) sample borings to depths of thirty-five to forty (35 to 40) feet or extend at least five (05) feet into bedrock.

Geotechnical Report:

A geotechnical report will be prepared to present the results of the field and laboratory testing together with an analysis of the results and provide recommendations. CLIENT will be provided a PDF electronic copy of the report. The report will address the following:

- General soil and ground-water conditions,
- Recommendations for foundation type, depth and allowable loading,
- Minimum penetration of piers to resist uplift,
- Foundation construction recommendations for the sports and parking lot light poles,
- Foundation design recommendations for bleacher slab and bleacher foundations,
- Subgrade recommendations for the parking lot, running track and synthetic turf field,
- Foundation requirements for the restroom concession buildings, and
- Earthwork recommendations.

Deliverables:

Deliverables provided by the CONSULTANT shall include the following:

- 3 bound copies and a PDF digital copy of the Geotechnical Report

TASK 5 – STAKEHOLDERS INTERVIEWS

Stakeholder Interviews:

CONSULTANT will participate in stakeholder interviews. CLIENT will assist in determining the stakeholders to be interviewed and the location of these interviews. The focus of the stakeholder interviews will be to garner information that will assist the CONSULTANT in the design of the proposed improvements to renovate the Susan Street Complex. This scope anticipates one (01) stakeholder interview session that will include up to four (04) stake holder time slots. Notes will be taken by the CONSULTANT during these interviews to record information provided.

Deliverables:

Deliverables provided by the CONSULTANT shall include the following:

- PDF digital copy of the stakeholder interview notes.

TASK 6 – SCHEMATIC DESIGN

Base Map:

CONSULTANT will prepare a base map using the topographic survey. After preparation the CONSULTANT will visit the site to confirm the base map complies with the existing site conditions and to confirm all information is complete.

Susan Street Schematic Design Charette:

CONSULTANT will organize a schematic design charette, with the design team, that will explore options for renovating the existing complex. Schematic design shall meet the Leesburg Land Development Regulations. Improvements to consider could include the following:

- Up to 6 full size lighted, natural grass adult soccer / football fields.
- A premier full-size lighted, synthetic turf soccer / football field with 400 seat covered grandstands, a prefabricated press box, and an 8 lane all weather running track with field events and a perimeter fence.
- Parking to accommodate approximately 60 cars per field.
- Future playground.
- Accommodations for food trucks, beverage tents and merchandise tents.
- “Clean up” of wetland areas.
- Restroom / concession locker room building at the stadium
- Restroom / concession building.
- Perimeter fence.
- Stormwater detention pond.

CLIENT will establish a priority for each of these improvements. Schematic design will also address information that was gathered during the stakeholder interviews.

The focus of this schematic design charrette is to prepare two (02) schematic design options for upgrading the complex. Layout of proposed improvements will be in AutoCAD format.

Both schematic s will be provided to the CM at Risk so they can prepare a budget estimate for the proposed improvements.

Schematic Design Review Meeting:

CONSULTANT will conduct one (01) schematic design review meeting (See Task 1) with the CLIENT to present and review the schematic design options. CLIENT will determine the attendees, meeting time and location. The anticipated result of this meeting is an agreement on one (01) schematic design option that suits the CLIENTS wants and needs. CONSULTANT will take notes of items discussed and decisions made during this review meeting and will distribute these notes to the CLIENT.

Schematic Design Refinement:

Based on decisions made during the schematic design review meeting the schematic design will be refined to one (01) final schematic design. Final schematic design will be three (03) dimensional color rendered graphic to better illustrate the proposed improvements for public presentation. Final schematic design will also include three (03) dimensional exterior color renderings of the restroom concession buildings. This schematic design will be the base used for preparation of construction documents.

Recreation Commission and City Commission Presentation:

After the schematic design is complete the CONSULTANT will present the schematic design to the Leesburg Parks and Recreation Commission and the City Commission. CONSULTANT will prepare a power point presentation for these Commission meetings. Notes will be taken by the CONSULTANT to record items discussed at this meeting and will be distributed to the CLIENT.

Deliverables:

Deliverables provided by the CONSULTANT shall include the following:

- Schematic design options will be shown in a black and white on a 22"x34" standard sheet. CLIENT will be provided one (01) paper copy and a digital PDF copy of the schematic design options.
- Digital PDF copy of the schematic design review meeting notes.
- Mounted copy and digital PDF copy of the color rendered final schematic design and restroom concession building renderings.
- Digital PDF copy of the Recreation and City Commission power point presentations.

- Digital PDF copy of the Recreation Commission presentation notes.

TASK 7 – SITE PLAN AND CONSTRUCTION DOCUMENTS

Site Plan Package Preparation:

Based upon the CLIENT approved Schematic Design, CONSULTANT shall prepare 60%, 90% and Final site plan package for submittal and approval by the CLIENT. CONSULTANT shall prepare each submittal for review and comment. CONSULTANT will provide the following drawings and deliverables:

- Cover Sheet – CONSULTANT will prepare a cover sheet that include Vicinity Map, legal description, required names and addresses.
- Demolition Plan – CONSULTANT will prepare a demolition plan that identifies existing site features and vegetation that will be removed or preserved for the project in conjunction with the proposed layout. Demolition plan will identify location of tree protection fencing.
- Geometric Layout Plan – CONSULTANT will prepare a geometric layout plan that identifies and locates the proposed improvements identified in the schematic design. Geometric layout plan shall show site geometry, building locations, setbacks, landscape buffers, parking, drive aisles, open space, and sidewalks / ADA accessible route(s).
- Utility Master Plan – CONSULTANT will prepare a utility master plan that will include locations of water, sewer, and reuse utilities, valves, hydrants, fees, fittings, manholes, lift stations, and call outs for main sizes along with points of connection. Utilities will be terminated five (05') feet from the proposed buildings. Scope assumes that a fire protection line will not be required.
- Drainage Master Plan – CONSULTANT will prepare a drainage master plan that will include drainage basin boundary, erosion control notes for construction, silt fence location, stormwater inlets and pipe locations, stormwater pond, outfall location, and general stormwater data/notes. This task is for the preparation of design drawings and associated details only. The SWPPP plan, the Notice of Intent (NOI), project description, and inspection forms shall be prepared by the Contractor.
- Grading Plan – CONSULTANT will prepare a grading plan that includes the notes and details required for grading of proposed improvements. The grading plan will show existing and proposed ground contour lines at a one (1') foot intervals and spot elevations to grade the site for drainage. Grading will be designed to balance cut and fill on-site if possible. If required, top and bottom of walls will be shown on the grading plan. All sidewalks, plaza areas and accessible parking spaces will be designed to meet or exceed the current ADA requirements. Plan will include finish floor elevations, storm water detention pond grading, tie in grades at property lines and wall grades as needed.

- Utility Plan – CONSULTANT will prepare a utility plan to include potable water service (service to buildings, backflow, meter), gravity sewer design to connect to on-site City gravity sewer system, and irrigation connection to reuse water or potable water system. Design does not anticipate and does not include Lift Station and force main for sanitary sewer collection and disposal, nor off-site utility extensions.
- Vehicular Paving and Drainage Details – CONSULTANT will prepare a plan sheet that will include vehicular paving and drainage details in accordance with the City and SJRWMD criteria. Site specific details as required will be provided.
- Potable Water Details – CONSULTANT will prepare a plan sheet that will include potable water details in accordance with the City and FDEP criteria.
- Sanitary Sewer Detail – CONSULTANT will prepare a plan sheet that will include sanitary sewer details in accordance with the City and FDEP criteria.

Construction Document Preparation:

Based upon the CLIENT approved Schematic Design, CONSULTANT shall prepare 60%, 90% and Final construction documents to accompany the site plan package for approval by the CLIENT. CONSULTANT shall prepare each submittal for review and comment. CONSULTANT will provide the following drawings and deliverables:

- Landscape Plan – CONSULTANT will prepare a landscape plan that will show all plantings, arrangement of plant materials, grassing for fields, grassing of disturbed areas and tree planting. The quantity, species, size and spacing of all plant material will be specified in a plant schedule on the plan. Details and notes for the proper installation of plants will be included.
- Site Electrical Plans – CONSULTANT will prepare site electrical plans, details and schedules. Electrical plans will be prepared for the following items:
 - a. Selective demolition drawings for systems directly impacted by the proposed work.
 - b. Lighting design for roadways, parking and walkways including required circuitry, controls and photometric point-point calculations.
 - c. Lighting design for football / soccer fields and stadium including circuitry, controls and photometric point-by-point calculations.
 - d. Design for new utility company service at applicable locations, including transformer placement, required fault current calculations and coordination with local electric provider.
 - e. Site electrical utility primary raceway infrastructure design as coordinated with local electrical provider.

- f. Power distribution systems design including load calculations, branch circuitry and feeder design,
 - g. Raceway and power circuits, single point connection to accommodate communication, audio systems and scoreboards as directed by the CLIENT and the selected equipment manufacturer / supplier(s).
 - h. Power feeds to new restroom/ concession buildings as a single point connection.
 - i. Electrical power and data feeds to single point connection at new press box.
 - j. Lighting design and required circuitry and controls for a monument sign.
 - k. Electric device layout, and associated circuitry and controls, for vendor power via in-grade power device boxes and or above grade power device pedestals as coordinated with CLIENT.
 - l. Wifi systems design including wiring, terminations, hubs and utility service coordination.
- Irrigation Plans – CONSULTANT will prepare irrigation plans and details to irrigate the athletic fields and the proposed landscape improvements. Irrigation system will be tied to the existing on-site irrigation system.
- Structural Plans – CONSULTANT will prepare structural plans and details for the restroom / concession buildings, masonry entry signs, sports lighting pole footings and parking lot / pedestrian light pole footings. Structural engineer will review the prefabricated press box, grandstand and shade structure foundation design prepared by the manufacturer’s structural engineer.
- Architectural Plans – CONSULTANT will prepare architectural plans that will also include MEP plans for two (02) proposed restroom / concession buildings. The restroom / concession buildings are anticipated to be a nine (900) hundred square foot building with four (04) men’s fixtures and seven (07) women’s fixtures. Restroom / concession buildings shall be fully conditioned. Food preparation will be limited to pre-packaged goods and thus will not require a grease trap or vent hood.
- Details Sheets – CONSULTANT will prepare details sheets for the proposed improvements included in the project scope.
- Technical Specifications – Construction notes, standards and specifications for the site design and relevant to the City of Leesburg standards will be included on the construction drawings as necessary for construction.

Deliverables:

Deliverables provided by the CONSULTANT shall include the following at each milestone submittal:

- 60%, 90% and Final Construction Document deliverables shall provide the CLIENT and OWNER with a 22"x 34" set of site plan package and construction documents at each milestone submittal. CONSULTANT shall prepare and provide one (01) set and a digital PDF set of drawings and specifications for review and comment.

TASK 8 – PERMITTING DOCUMENTS

CONSULTANT will provide the following permitting documents for submittal to the City of Leesburg, St. John River Water Management District, and the Florida Department of Environmental Protection.

City of Leesburg Permitting:

CONSULTANT will provide the following services related the Site Plan:

- Prepare and submit City of Leesburg Site Plan application and site plan package. Submittal shall include, but not limited to, application, construction plans, calculations, geotechnical report, environmental report, and permit fees. See Task 007 Site Plan and Construction Documents for the items to be included in the site plan submittal package to the City. Permit fees will be paid by the CONSULTANT as a reimbursable direct cost.
- Attend DRC meeting(s), This scope reflects attendance at no more than three (03) meetings.
- Will address staff review comments and make plan revisions per staff comments in order to obtain City approval.

St. Johns River Water Management District Permit:

CONSULTANT will provide the following services related the SJRWMD:

- Prepare and submit SJRWMD permit application.
- Prepare stormwater calculations and required exhibits.
- Attend meeting(s) with District as needed. This scope reflects attendance at no more than three (03) meetings.
- Will respond to request for additional information (RAI) in order to receive permit. CLIENT is to provide Proof of Ownership and documents for ownership and maintenance of stormwater management system.

FDEP Water Permit:

CONSULTANT will provide the following services related the FDEP Water Permit:

- Prepare and submit FDEP General Permit application for water distribution system.
- Coordinate with the CLIENT for review of potable water system and signing of FDEP application as utility provider.
- Respond to request for additional information (RAI) from the County or FDEP.

FDEP Wastewater Collection / Transmission Permit:



CONSULTANT will provide the following services related the FDEP Wastewater Collection / Transmission Permit:

- Prepare and submit FDEP Individual Permit application for Wastewater Collection and Transmission System.
- Coordinate with the CLIENT for review of wastewater collection system and signing of FDEP application as utility provider.
- Respond to request for additional information (RAI) from the City or FDEP.

Deliverables:

Deliverables provided by the CONSULTANT shall include the following:

- Digital PDF copy of Leesburg Site Plan application and supporting documents.
- Digital PDF copy of the SJRMWD permit application and supporting documents.
- Digital PDF copy of the FDEP General permit application and supporting documents.
- Digital PDF copy of the FDEP Individual permit application for wastewater collection and transmission application and supporting documents.

TASK 9 – BIDDING SERVICES

GENERAL NOTE: Bidding services are based on the CLIENT using the Construction Manager at Risk (CMAR) procurement process

Pre-bid Meeting:

CONSULTANT will attend the one (01) pre-bid meeting to describe the project design and expectations. Notes will be taken to record items discussed at this meeting and will be delivered to the CLIENT.

Bid Process Coordination:

CONSULTANT will assist the CLIENT during the bidding process by addressing technical questions and bidder inquiries during the time of bidding. If necessary, CONSULTANT will prepare addenda for issuance to the bidders. Addendums will be added to the construction documents and the construction documents reissued as “Issued for Construction” documents.

Deliverables:

Deliverables provided by the CONSULTANT shall include the following:

- Digital PDF copy of the pro-bid meeting notes.
- Digital PDF copies of addendums (if necessary)
- Digital PDF copies of the revised “Issued for Construction” documents

TASK 10 - CONSTRUCTION SERVICES

Pre-construction conference:

CONSULTANT will organize and participate in a pre-construction conference with the CLIENT and Construction Manager at Risk (CMAR) to outline expectations, establish lines of communication, describe procedures, etc. Notes will be taken by the CONSULTANT to document items discussed during this conference and will be distributed to the CLIENT.

Submittal, Shop Drawing and RFI Review:

CONSULTANT will review and provide written responses for submittals, shop drawings and RFI's. RFI responses will either be in the form of a change order or construction change directive if there is no impact to project budget or schedule.

Site Visits:

CONSULTANT will visit the project site at appropriate intervals to observe the progress and quality of the Work completed by the CMAR. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the contractor's work. Observations are to allow the CONSULTANT, or its assigns, as experienced professionals, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Site visit reports will be prepared by the CONSULTANT to document existing conditions, installed items, construction progress and items discussed during these site visits. Digital PDF copies of these site visit reports will be distributed to the CLIENT no more than five (05) days after the site visit. CONSULTANT will participate in no more than eight (8) site visits during construction.

CONSULTANT shall notify the CLIENT immediately of any emergency conditions or notable occurrences observed while conducting these site visits. CONSULTANT shall not be responsible for any acts or omissions of the CMAR, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. CONSULTANT does not guarantee the performance of the CMAR and shall not be responsible for the CMAR's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

Pre-final and Final Observation:

CONSULTANT will conduct one (01) pre-final observation with the CLIENT to check conformance of the work with the Contract Documents and to verify the accuracy and completeness of the work. The CONSULTANT will prepare a punch list that summarizes discrepancies in the conformance of the work. Punch list will identify the discrepancy and provide a photo and geographical description of the discrepancy location. Once discrepancies are corrected, one (01) final walk-through with the



CLIENT will be performed to confirm discrepancies were corrected. Any follow-up observations that are required will be considered additional services.

Record Drawings:

Based on documentation provided by the CMAR the CONSULTANT will prepare a set of Record Drawings. Record drawing deliverables will be a digital PDF documents. The CONSULTANT does not guarantee the accuracy of these documents.

Deliverables:

Deliverables provided by the CONSULTANT shall include the following:

- Digital pdf copies of all submittal, RFI and shop drawing review responses,
- Digital pdf copies of all change orders and construction change directives,
- Digital pdf copies of site visit reports.
- Digital pdf copy of the pre-final and final observation punch lists.
- Digital pdf copy of the record drawings.

ALLOWANCE

As follows is a total allowance of **forty-six thousand seven hundred and fifty dollars and zero cents (\$46,750.00)** for anticipated additional services available upon request by the CLIENT:

WETLAND SURVEY..... \$1,200.00

- Field locate wetland flags delineated/determined by an environmental consultant (approximately 4,000 linear feet) on subject property (Limited visibility due to vegetation). Wetland line will be depicted on the boundary survey along with upland/wetland calculated acreages. Wetland line is subject to governmental agency review.

FORMAL WETLAND DETERMINATION..... \$ 3,550.00

- Prepare the formal jurisdictional determination petition request for execution by the CLIENT and for subsequent submission to St. Johns River Water Management District (SJRWMD). This submission will include all necessary exhibits and data for scheduling the SJRWMD site review.
- Provide a sketch of the wetland boundary flag numbers and locations to the project surveyor to assist in the location and survey of the flagged wetland line.
- Schedule and accompany representatives from SJRWMD and Florida Department of Environmental Protection (FDEP) to the site for field verification of the flagged limits of wetlands.

- Coordinate with the project surveyor in the preparation of the specific purpose wetland delineation survey.
- Review the draft survey for consistency with the field delineation and provide comments as necessary.
- Submit the final specific purpose wetland delineation survey to the SJRWMD for review and issuance of the formal jurisdictional determination petition.

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT ENVIRONMENTAL RESOURCE PERMIT (ERP)
 **\$ 8,500.00**

- Prepare wetland assessments utilizing the Uniform Mitigation Assessment Methodology (UMAM) and an environmental narrative to support the ERP application submittal. The narrative will include a detailed discussion of the project site plan, assessments of the upland and wetland habitats and any needed wetland impact areas, and efforts to demonstrate elimination and reduction of wetland impacts. The narrative will also include maps depicting the project environmental conditions and the project wetland impacts based on site plan information.
- Assist in the preparation of a wetland mitigation plan, if required, to compensate for the proposed wetland impacts. The wetland mitigation will be evaluated using UMAM to demonstrate that the appropriate amount of wetland impact compensation is being provided.
- Assist the CLIENT and coordinate in the preparation and submittal of an ERP application which will include wetland assessments and supporting environmental narrative.
- If required, schedule and attend a maximum of one (1) field meeting with representatives of SJRWMD to review the condition of wetlands proposed to be impacted and the associated UMAM assessment to negotiate the appropriate wetland compensation, if required.
- Respond to two (2) requests for additional information from SJRWMD regarding the ERP application prepared and submitted pursuant to this Task.
- As a part of the application review, the SJRWMD will solicit comments from FWC. Halff will respond to one (1) sufficiency response from this agency in support of the application. Note that this task assumes that no additional research, field data collection/surveys, or project meetings will be required to address any received comments.
- Review the issued ERP for contradictions, errors, or conditions that cannot reasonably be met.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) GENERAL PERMIT
..... **\$ 9,000.00**

- This task assumes any impacts to Waters of the United States (WOTUS) will be less than one half (0.5) acre and will qualify for a 404 General Permit. If impacts to WOTUS are greater than one half (0.5) acre then an Individual Permit will be required which would be addressed as a amendment to the contract.
- Complete a wetland functional assessment on each wetland proposed to be impacted by utilizing baseline data and UMAM to estimate the importance of affected wetlands to the surrounding ecological community and the potential effects of the project on wetland functions to determine the significance of impact on each wetland so that mitigation amounts, if required, may be evaluated.
- Assist and coordinate in the preparation and submittal of an FDEP permit application which will include wetland assessments and supporting environmental narrative. The narrative will include a detailed discussion of the project site plan, assessments of the upland and wetland habitats and wetland impact areas, Alternatives Sites Analysis, and efforts to demonstrate avoidance and minimization of wetland impacts. This narrative will also include a discussion of the proposed wetland compensation and the results of the UMAM to demonstrate adequate compensatory mitigation if required.
- Schedule and attend a maximum of one (1) field meeting with representatives of FDEP to review the condition of wetlands proposed to be impacted and the associated UMAM assessment in order to negotiate the appropriate wetland compensation.
- Respond to two (2) sufficiency responses from FDEP regarding the application.

Deliverables:

Deliverables provided by the CONSULTANT shall include the following:

- Digital PDF copy of the Environmental Assessment Summary Report
- Digital PDF copy of the Formal Jurisdictional Determination Petition
- Digital PDF copy of the Wetland Delineation Survey
- Digital PDF copy of the Wetland Assessment Narrative
- Digital PDF copy of the Agency Approval
- Digital PDF copy of the Issued ERP Permit
- Digital PDF copy of the Issued Permit
- Digital PDF copy of the Approved Jurisdictional Determination Form
- Digital PDF copy of the FDEP Permit Application

TRAFFIC IMPACT ANALYSIS \$24,500.00

CONSULTANT will provide a traffic impact analysis as follows:

A. Project Coordination

Attend up to four (4) virtual project coordination meetings with the CLIENT and/or regulatory agency staff.

B. Methodology Letter

A methodology letter submittal is required prior to conducting and submitting a Tier 1 or 2 TIA. The purpose is to establish agreed upon methodologies and assumptions prior to the start of the study, which include tasks/analysis to identify project description, location map, area of influence/study area, site map showing access locations, trip generation & distribution, list of segments in study area defined in the Lake-Sumter MPO TMS database, proposed traffic growth calculations, and list of intersections to be evaluated.

C. Study Area Assembly of Data

Identify all planned and programmed roadway improvements relevant to the study area, committed/reserved trips documented by Lake County TCMS, one (01) site visit, existing road segment & intersection geometry, field observations, existing traffic volumes and turn movement data. Collecting AM & PM turn movement counts for up to 6 (06) intersections are included in this effort.

D. Trip Generation Analysis

Conduct an AM and PM peak hour Trip Generation Analysis for the proposed site utilizing the current Institute of Transportation Engineers Trip Generation Manuals. Existing and proposed site uses will be confirmed by the CLIENT. The Trip Generation Analysis will be completed for one (1) site plan and one (1) build-out year, provided by the CLIENT.

E. Trip Distribution Analysis

Collected count data, available traffic data from FDOT, existing traffic patterns observed, the proposed site access point, travel demand model, and/or engineering judgement will be utilized to determine the trip distribution of vehicles generated by the proposed site on the previously identified road segments and intersections. This effort assumes that the study area will be limited to a two (02) mile radius.

F. Existing Condition Level of Service (LOS) Analysis

Determine the existing AM and PM LOS for all identified roadway segments and intersections as agreed upon by reviewing agencies during the methodology letter approval process.

G. Future Condition LOS Analysis

Determine the future “build-out year” (2024) AM and PM LOS for all identified roadway segments and intersections, adding in all background (committed/reserved) traffic.

H. Roadway & Intersection Improvement Studies

Future development traffic conditions at identified intersections will be evaluated to identify off-site turn lane improvements (left/right turn lanes, etc.) at project buildout. Mitigation strategies will be discussed by phone meetings with the reviewing agencies (up to two (02) meetings assumed).

I. Possible New Project Entrance

The proposed new eastside entrance will be evaluated to determine feasibility and/or identify the necessary roadway/intersection geometric improvements to accommodate the project traffic at build-out.

J. Traffic Impact Analysis Report

All data and analyses generated by the tasks described above will be compiled in letter report format consistent with the requirements outlined within the Lake-Sumter MPO Traffic Impact Study Methodology and Guidelines document. The existing and proposed LOS of the analyzed intersections will be provided along with intersection improvement recommendation(s), if necessary.

Deliverables:

Deliverables provided by the CONSULTANT shall include the following:

- Digital PDF copy of the initial methodology letter.
- Digital PDF copy of Traffic Impact Analysis reports.

PROJECT SCHEDULE

CONSULTANT will work closely with the CLIENT on the project design schedule, which is anticipated to require approximately six (06) months to complete project design; but may be subject to delays, depending upon agency review turnaround.

BASIS OF COMPENSATION

BASIC FEE SERVICES:

The basis of compensation for Basic Fee services shall be as follows: Task 1-8 will be compensated on a lump sum basis and Task 9 and 10 will be compensated on an hourly rate and expense not to exceed basis.

Task 1 - Project management and meetings	\$	18,000.00
Task 2 - Survey services	\$	24,000.00
Task 3 - Environmental services	\$	8,500.00
Task 4 - Geotechnical services	\$	8,300.00
Task 5 - Stakeholder interviews	\$	4,000.00
Task 6 - Schematic Design	\$	50,000.00
Task 7 - Site plan & Construction documents	\$	330,000.00
Task 8 - Permitting documents	\$	45,000.00
Task 9 - Bidding assistance	\$	3,000.00
Task 10 - Construction services	\$	59,000.00
Direct cost (estimated reimbursables)	\$	13,000.00
TOTAL COST	\$	562,800.00

BILLING SCHEDULE:

The estimated fees and direct costs established above for Task 1-8 shall be considered a lump sum fee and invoiced monthly based on percentage of services completed. Task 9-10 will be invoiced an hourly rate and expenses not to exceed basis and will be invoiced on a monthly basis.

DIRECT COST:

Direct Costs shall include, but are not necessarily limited to expenses for supplies, transportation, equipment, travel, hotels, meals away from home office, communication, printing of plans and specifications, presentation boards, graphic boards, permit fees and similar incidentals. All project related expenses will be billed at cost plus 10%.

ATTACHMENT B

AVAILABLE ADDITIONAL SERVICES

The following services are not included in the scope or fees for this proposal; but, can be provided by the CONSULTANT, subject to negotiation:

1. Any additional work not specifically included in the Proposed Scope of Services.
2. CLIENT generated changes to the design once Construction Document Preparation is in progress.
3. Revisions to the plans requested by the CLIENT after the plans are approved, unless necessitated by discrepancy in the plans.
4. Design of improvements outside the limits of the defined project site.
5. Additional meetings not identified in the project scope of services.
6. Additional site visits and final observations not identified in the project scope of services.
7. Printing of additional drawings, specifications and contract documents not identified in the project scope of services.
8. Construction staking.
9. Design/coordination of existing off-site utility relocations or modifications.
10. Negotiations with adjacent property owners.
11. Additional regulatory agency requirements not identified in the proposed scope of services.
12. Technical reports for the following items are excluded from this scope of services: noise, air quality, community impacts, indirect impacts, and cumulative impacts.
13. Effort to obtain right-of-entry from public or private landowners.
14. Offsite drainage plans or stormwater conveyance studies.
15. Storm water quality design.
16. Storm water pollution prevention plan.
17. Design or specification of grinder pumps, force mains, or lift stations.
18. Variances from City codes and regulations.
19. Zoning or platting services.
20. Inspection services during construction (construction observation is included in this scope).
21. Quality control and material testing services during construction.
22. Design of fire protection, gas, telephone, and cable utilities.
23. As Built/Improvement surveys after construction.
24. Review of Engineers certificates. The Design Professional shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of the Design Professional, increase the Design Professional's risk or the availability or cost of their professional or general liability insurance.
25. Preparation, coordination, or attendance for any Environmental Board Approvals or Board of Adjustment meetings.
26. Environmental testing services of any kind.
27. Preparation of easement exhibits.

28. Structural design of retaining walls over 3' tall.
29. Franchise utility coordination and/or assistance with easement encroachment agreements. Coordination with the electrical provider is included in this scope.
30. This scope does not include formal, comprehensive listed species assessments in accordance with the Florida Wildlife Conservation Guide (2011). If any listed or protected species are identified on either Project Site, additional comprehensive, species-specific surveys or permitting may be required by the permitting agencies. Such species may include, but are not limited to, bald eagle (*Haliaeetus leucocephalus*), gopher tortoise (*Gopherus polyphemus*), southeastern American kestrel (*Falco sparverius paulus*), Florida sandhill crane (*Antigone canadensis pratensis*), and Eastern indigo snake (*Drymarchon corais couperi*).
31. Agency coordination or permitting for wildlife related matters not specifically stated in this Scope of Services. The services to obtain approvals for the incidental take or relocation of any listed species of flora and fauna are not included in this Scope of Services.
32. The agencies requiring permits will only request information considered normal and necessary for this type of permit. This proposal considers quantitative sampling for water quality, benthos, sediment, flora or fauna to be examples of extraordinary work beyond our proposed Scope of Services. Any additional surveys needed address agency comments will be addressed under a separate Scope if required.
33. Traffic Impact Analysis.
34. Electrical design associated with a lift station.
35. Design of press boxes in lieu of a prefabricated structure.
36. Subsurface utility locates.
37. Formal wetland delineation or coordination with regulatory agencies for approval of the wetland limits.
38. The services to obtain approvals for the incidental take or relocation of any listed species of flora and fauna or agency coordination.
39. If any protected species are identified on the project site or if suitable habitat is present to potentially support these species, additional surveys may be requested by the permitting agencies.
40. The agencies requiring permits will only request information considered normal and necessary for this type of permit. This proposal considers quantitative sampling for water quality, benthos, sediment, flora or fauna to be examples of extraordinary work beyond our proposed Scope of Services.
41. Additional wetland impact permitting required from other agencies other than SJRWMD and FDEP.
42. Locating protected trees in wetlands.
43. Design of a building fire protection system.
44. Preparation of an individual 404 wetland permit.

1.1.2 PROJECT APPROACH

Project Narrative

Halff's project understanding and approach details how we propose to support the City of Leesburg in ensuring the Sleepy Hollow Sports Complex will be one of the top sports tourism destinations in the country.

Halff Associates, Inc. (Halff) is a leading firm in the development of sports complexes across the country and has assembled a team for this project that is uniquely qualified to meet the demands of this project. **David McCaskill, PLA**, will serve as the project manager for this project. David has more than 42 years of sports complex design experience and has worked on numerous NCAA Division 1 athletic facilities, including softball fields at Lamar University, Prairie View A&M University, and Angelo State University. Halff will manage this project from our local Tavares office with **Chuck Hiott, PE**, as the principal in charge supported by local subconsultants including Ray Jones, PE, with Andreyev Engineering; Wood Brazill, PE, with Electrical Services, Inc.; and Amanda Wettstein, APR, CPRC, PR Consulting. Additional support will be provided by **Fawley-Bryant Architects** who will assist in the design of the support buildings. Fawley-Bryant is currently working on a Division 1 Baseball facility at Binghamton University and has a tremendous depth of experience designing MLB spring training

facilities in Central Florida. **Sports Facilities Company (SFC)** will be providing operational advisory services. SFC is a nationally recognized sports management, development, and operations consulting company based in Tampa. The Halff team is comprised of team members and consultants with key local connections and insight, as well as national expertise, which will allow us to deliver creative and dynamic design solutions that will meet the challenges of this exciting project. We anticipate this project will be a catalyst for enormous economic benefits for the City of Leesburg and its residents.

Project Understanding

We understand that the City of Leesburg recently upgraded the athlete experience at the Sleepy Hollow Sports Complex to address requested improvements from the Big 10 Conference. Athletic upgrades included removal and replacement of the field surfaces of the four main fields, upgrades and expansions to the dugouts, batting cages and bullpens, installation of net backstops in place of the existing chain link fabric, and installation of temporary outfield fencing. Because of the recent upgrades the focus of our design efforts for this project will be directed towards the spectator and tournament staging experience.



Sleepy Hollow Sports Complex, Leesburg, Florida

Halff has a long history of master planning, designing, and renovating sports complexes for communities across Florida, Arkansas, Oklahoma, New Mexico, and Texas. In the last five years we have been involved in the master planning and design of more than 30 sports complex projects. The experience gained on these projects makes Halff a valuable resource to communities who wish to tap into the \$45-billion-a-year U.S. sports tourism market. We will work with the community to create a facility that provides quality competition facilities for tournaments that will draw people from across the country to the City of Leesburg and consequently result in a boost to the local economy.

Exceptional customer service is at the core of every truly successful sports venue, and the Sleepy Hollow Sports Complex must be no exception. The experience of the customer is influenced from the first person they speak with on the phone, to the first interaction when arriving at the complex, to the food service employee who takes their order.

Our team is focused on designing and creating venues that provide participants, coaches, families, and visitors with a “Wow-Factor” experience that is second to none.

This means creating spaces, layouts, and first-class amenities for visitors and participants alike that are as innovative and unique as they are high-quality. We understand that this facility will need to work seamlessly with the surrounding community and be an asset to the City of Leesburg.

Project Approach

To achieve the City of Leesburg’s vision for this project, we have broken our approach into five responses:

- Approach to receiving a list of desired improvements from multiple stakeholders and distilling these into prioritized actionable items.
- Approach to handling the design of improvements to an existing athletic facility.
- Approach to designing a project where construction will most likely be phased.
- Approach to designing to a budget and what you see as cost savings opportunities.
- Identifying the greatest risks for the project and proposed how these risks can be mitigated.

APPROACH TO RECEIVING & DISTILLING DESIRED IMPROVEMENTS FROM MULTIPLE STAKEHOLDERS

The first step in this project is community and stakeholder engagement. The Halff team is committed to working with City staff, Leesburg citizens, the Lake County Tourist Development Council, Leesburg Partnership, Downtown Leesburg Business Association, Leesburg Chamber



Sleepy Hollow Sports Complex, Leesburg, Florida

of Commerce, and stakeholders such as Northern Lights, Spring Games, and Big 10 Softball Coaches on the planning and design of the Sleepy Hollow Sports Complex. Our team's public involvement lead, Amanda Wettstein, will listen to their input to generate ideas to improve and enhance your facility. The data and information gathered during the public and stakeholder engagement phase is critical to the success of this project. The following is a list of services and options that our team can provide for stakeholder and public engagement:

- Public Information Materials: Prepare project fact sheets that can be used for public communication and press briefings.
- Project Website: A project website for both public and team use can be prepared that contains up-to-date project information and public comment sections, as well as a secure site for team comments, plan reviews, and meeting minutes.
- Public Meetings: Our team will conduct public engagement meetings as appropriate to develop rapport and increase public knowledge of key issues and needs. Meetings can be held at key milestones throughout the project schedule, as determined by the City, to provide input and gain buy-in before proceeding with further development. The Halff team will prepare various exhibits, comment forms, and presentation materials for these public meetings. We can also develop advertisement

notices formatted for meetings and project updates and can provide presentations to local interest groups as well as council briefings and updates. These public engagement meetings can be held virtually or in-person.

- Virtual Engagement: Halff embraces digital platforms, investing in remote connectivity well before the COVID-19 crisis. This enables our firm to provide the same level of service without disruption. Examples of virtual communication tools Halff uses include:
 - Conferencing tools: WebEx, Microsoft Teams, Zoom, Skype for Business, Go To Meeting, Adobe Connect
 - Online tools: Interactive websites, interactive mapping, instant polling (Poll Everywhere, Textizen, MindMixer, Mentimeter), online surveys (SurveyMonkey, Survey123, Google Forms), virtual walking and driving tours

Once the information is assimilated from the public and stakeholder engagement a summary will be prepared that can be used to meet with City staff to develop a program of proposed improvements. With City staff assistance, the program of proposed improvements will be prioritized to reflect what is most needed in the short term and what could be delayed in future phases of construction. The engagement and preparation of a prioritized improvements program are the first two steps in the master plan process.



Virtual Public Engagement Meeting

APPROACH TO DESIGNING IMPROVEMENTS TO AN EXISTING ATHLETIC FACILITY

The master plan that addresses the needs for a top-flight sports complex will be the most critical component of this approach and quite honestly the most important component of this entire project. A thorough master plan process will help solidify the prioritized program for the redevelopment of this complex, will establish a realistic budget for the development program, and will produce an implementation phasing plan. Following the stakeholder and public engagement, and development of the prioritized program of improvements, our design team will perform an in-depth inventory and evaluation of existing improvements.

Halff's experience on similar renovation projects provides a unique perspective on how to evaluate existing conditions, good and bad, and what is the best approach to saving, removing, or enhancing existing site features. Our team will evaluate the site for safety concerns, accessibility, life cycle returns, operational efficiencies, maintenance challenges, code compliance, aesthetic quality, and functionality. Not only will the team look at existing site improvements, but we will also evaluate impacts to the surrounding community for things such as traffic and stormwater impacts, the capacity of the existing power and sewer systems, etc. We will also evaluate the existing on and off-site pedestrian and vehicular transportation systems to see

if we are transporting people both on-site and off-site in the most efficient and effective way. A report will be prepared that describes the findings of our existing improvements inventory and evaluation. A good example of this process occurring is the recently completed evaluation and design of the I-240 Sports Complex in Oklahoma City. This complex was an existing eight field softball facility that was in dire need of a major upgrade. Our team performed a multi-day site assessment that generated a 30-page report of our findings and recommendations for upgrades.

Following this inventory and evaluation, our design team, led by Sports Facilities Company—our operations advisor, will meet with City staff to discuss the City's operations and maintenance program. It is important that the master plan reflects the current and proposed operations and is respectful of the maintenance program the City has in place for this complex. Using data gathered during the public and stakeholder engagement, the prioritized program of improvements, the inventory evaluation and the operations and maintenance discussions of a renovation master plan will be prepared. The master plan will be illustrated as a color rendered plan that not only identifies proposed complex revisions and upgrades, but can be used as a tool to produce positive public interest regarding this renovation project. Accompanying this master plan will be a detailed opinion of probable construction cost and a phasing plan tied to the anticipated City funding.



Sleepy Hollow Sports Complex, Leesburg, Florida

Once a master plan has been approved, the design implementation phase will begin as our team prepares the phase one construction and bid documents.

There are many aspects to programming, planning, and designing sports complexes. Tournament or league play; practice or game fields; local or NCAA Division 1 athletes require different design criteria and unique facility designs. Field size and orientation, lighting levels, slopes and site grading, irrigation system design, parking, site circulation for vehicles and pedestrians, restrooms and concession areas, user experience, tournament and event staging, accessibility, and maintenance and operations are just a few of the things that must be addressed as a part of the planning and design process. The thorough review of each of these design opportunities, along with close collaboration with the City and impacted stakeholders, will guide the implementation of these planning and design elements which will affect the long-term success and viability of the facility. Proper evaluation and implementation of these design opportunities directly impacts the economic impact this sports complex will have on the community.

At Halff, our team strives to create sports complexes that enhance the player and spectator experience—not only during the game, but also during the downtime between games. Comfort is a critical element to a successful facility and there is value in incorporating amenities that cater to not only the players, but also the spectators in the stands. We call this the Family Factor. A complex that does not provide an enjoyable experience for the entire family to spend their weekend may lose out to another tournament at a better complex! Amenities to consider include shaded bleachers, playground areas with clear sight lines from bleachers, spray grounds, shaded open space for relaxation between games, adequate and convenient parking, seating options (grandstand seating and raised areas for spectators that bring their own chairs and tent structures), cool-down areas with misters, restroom and concession buildings, food truck areas, and Wi-Fi throughout the complex.

The goal for this sports complex is to be a premier tournament facility so meeting the tournament needs of event organizers is critically important. Recent surveys of tournament organizers show that at least eight full size competition level fields are needed to be a “tournament friendly” site. Full size women’s Division I softball fields would be defined as 210’ down the foul lines and at least 230’ to center field and senior level baseball fields require fields that are a maximum of 320’ down the foul

lines and a maximum of 380’ to center field. Beyond field quantity, organizers are looking for things such as broadcast quality lighting, accommodations for TV broadcasting, locker room facilities, ample player warm-up areas, umpire lounges, coaches meeting rooms, accommodations for college scouts, shaded or enclosed press box structures, ample room and accommodations for tournament staging, and a designated area for vendor tents during tournaments. Each of these tournament focused amenities, combined with the family-friendly design improvements, must be considered for the Sleepy Hollow Sports Complex to be a premier sports complex.

“A lot of firms say they can design sports complexes but really miss it in the details. **Halff is one of those firms that gets it and they know how to build ‘em.**”

Tod Spears, Regional Sales Manager
Musco Sports Lighting,
Round Rock, Texas

It is also important that the design of the facility matches the culture and aesthetics of Leesburg and the surrounding Lake County region. When all is said and done, the goal should be to design a facility that is tailor-made to your market so visitors cannot envision it located anywhere else. This design goal leads to five incredibly important results:

1. Market specific design tends to lead to facilities that are not your typical “Hub-and-spoke” layout or look like every other complex in the region. Thought must go into how visitors interact with the facility, leading to creative and unique designs.
2. A market-driven facility that fits and engages with the community suffers less when other newer facilities are built in the surrounding region.

3. A facility that is designed to fit within the community has a better opportunity to create interaction between visitors and the community outside of the complex gates.
4. The sports complex must reflect what the community loves and values about Leesburg. Leesburg is full of charm, and a sports complex that reflects this charm and is embraced by the community will make this sport complex unique and a destination that players and their families will want to come back to year after year.
5. Finally, the aesthetic appeal of the sports complex is vitally important to the first-time visitor and to the active participants. Creating a park feel to a sports complex is a challenge to overcome the sea of paving, fences, and light poles, but it is a challenge that must be addressed to create a truly unique sports complex.

The design of site grading and implementation of drainage facilities present an opportunity to provide green spaces and environmentally sensitive design solutions within the sports complex. Innovative and cost-effective approaches to site grading and the design of drainage facilities, such as the inclusion of ‘bio-swales’ in the parking lots, can potentially reduce the quantity and size of stormwater and detention facilities that may be required for the project, while improving the quality of stormwater runoff. Close proximity to the wetlands north of the complex makes environmental stewardship an important consideration in the renovation of this complex. We think environmental stewardship is an important component of the renovation of this sports complex, so we have included environmental scientist, Drew Sanders, as a vital member of our team.

Our team brings a wealth of operational expertise and venue design experience to the process of designing and developing many of the most sought-after sports complexes in the country. Our operations advisor, Sports Facilities Company, has provided operation and venue design services for complexes like the Hoover Met Complex in Hoover, Alabama, Panama City Beach Sports Complex, and the Paradise Coast Complex. Through our program-driven design approach, we aim to meet the prioritized programming model established during the master planning phase of the project and work in collaboration to ensure the design of the facility supports the operations. As always, our mission is to create an operationally efficient venue that falls within budget while meeting the goals of the City of Leesburg.

There are six major revenue streams that should be addressed in the renovation of the Sleepy Hollow Sports Complex, including registration, concessions, retail, sponsorship, admission (gate/parking/amenities), and community spending (hotel and meals). Our team’s similar project experience will ensure that the design of this complex will create the best experience and revenue opportunity for each of these revenue streams. One incredibly important example of experiential and revenue-driven design can be found in food and beverage layout and operations. If you set up the same concession stand that every other sports facility has, you are losing out on opportunities to maximize revenue and experience. Along with being a major revenue source for operations, food and beverage is continually ranked as one of the top items within a facility that drives a positive or negative customer experience. Benefits from quality food and beverage operations go far beyond what is sold to the customer, tying into customer experience, word of mouth advertising/reputation, and ultimately into potential large-scale sponsorship and partnership conversations.

Concessions rank highly among the most influential decisions on whether families want to return to a facility. Incorrect pricing, bad layout, poor quality and any number of issues can create an interaction that taints the overall tournament or event experience. Concession options include on-site grab-and-go convenience stores which minimize staff while increasing product offerings, third party food truck parks, fully staffed concession stands, which provide both pre-packaged and made to order options or a full-service third-party restaurant. During the master plan phase, we will discuss the food service options for this complex with City staff and impacted stakeholders. We will come to a decision that best fits the Sleepy Hollow Sports Complex.



Sleepy Hollow Sports Complex, Leesburg, Florida

To accomplish the project approach for renovation of the Sleepy Sports Complex identified above the Halff team will need to address the following project related tasks:

Collaboration. We understand City of Leesburg's desire to have this project completed on time, within budget, and in a comprehensive manner. Our staff will provide solutions to concerns/challenges and answers to questions that may occur throughout the planning and design process, from initial meetings with City staff, to answering questions and comments from the public and stakeholders, to responding to agency reviews and comments. We are committed to a collaborative, coordinated approach throughout the project process to avoid having minor questions today turn into major pitfalls tomorrow. To help establish a collaborative working relationship we will schedule bi-monthly progress review meetings between the design team and City staff. Communication between the design team in Florida and technical experts in Texas will occur early and often to ensure seamless coordination of design efforts. Managing this project from our Tavares office with individuals who understand the local environment, and that have spent time at this sports complex, provides our team with a base of operations that is very accessible and knowledgeable on local conditions.

The Halff team is comprised of landscape architects, architects, civil, electrical, and structural engineers, operational advisors, environmental scientists, public engagement professionals, and surveyors. We design our projects collaboratively across disciplines to ensure design concepts are creative, buildable, and maintainable.

Staffing Commitment. We understand that schedules are important, and we have significant support staff available to work on this project. Our 70 design professionals in Florida are supported by more than 1,200 professionals across the Halff network. Based on our experience working on nationally prominent sports facilities, it is not uncommon to have subconsultants based in different locations. With the improvements in file sharing and the standardization of project deliverables within Halff, work sharing is performed collaboratively and remotely between offices and ensures the integrity of the project deliverables. Our entire team, including subconsultants, are committed to providing the resources and manpower necessary to complete this project within the established schedule and budget.

Graphic Communication. It can be difficult to communicate a vision with just words. Whether you are engaging stakeholders, hosting internal meetings, or presenting to the public, high-quality graphics are an indispensable tool for communicating the vision and design intent. We use graphics as a tool to explore options and layout alternatives quickly and get a "real" idea as to what this complex might look like when built. High quality graphic renderings are also critical in garnering public support and even funding for projects like the Sleepy Hollow Sports Complex. Knowing how the project may look when completed generates excitement and provides momentum to help move the project forward. Some graphic communication examples our team has recently completed for similar projects include the following: Majestic Park (Link: <https://www.youtube.com/watch?v=x-Jxek1wzD8>) and Reaves Park Sports Complex (Link: <https://www.youtube.com/watch?v=iInpS55bajs>).

Creative Design. Halff's nationwide experience has exposed us to the latest trends in sport complex development. This exposure allows us to see and experience creative design options from not only our projects but from other creative design consultants across the country. One good example of a creative design consideration that we have seen implemented on increasing sports complexes is "instagrammable opportunities." In this social media age, the least expensive form of advertisement is social media posts on Instagram. Providing instagrammable opportunities that are unique to the Sleepy Hollow Sports Complex will quickly spread the word about this sports complex.



Panama City Beach Sports Complex, Sports Facilities Company

Quality Construction Documents. Providing a quality set of construction documents that has been thoroughly reviewed by a stringent Quality Assurance/Quality Control (QA/QC) process is the first line of defense in staying on schedule and on budget during the implementation phase of a project. Construction plans that have been vetted for clarity, readability, and constructability will overcome most of the deviations that typically occur in a construction project.

Halff implements a QA/QC Program that has been developed from years of experience working on similar sports complex renovation projects. Throughout the project, we will conduct quality reviews and propose actions for resolution of project issues. Communication throughout the project will be the key to implementing our quality control procedures.

Our QA/QC Program is based on outside peer review of construction documents prior to each submittal milestone. Construction documents will be reviewed for accuracy, constructability, and legibility of plans. Halff takes great pride in the quality of our construction documents and the low rate of non-owner generated revisions required during construction.

In addition, Halff also implements a firm-wide system for continuously improving the quality of the firm's projects called Halff Quality Improvement Program (QIP). In this program, for example, if the QC review frequently identifies problems of inconsistency between data in tables versus the same data in the text, then the QIP seeks to discover the systemic causes of such problems and devises a firm-wide solution. These solutions prevent problems from recurring in future projects ensuring our high-quality plans are continually evolving to identify and eliminate redundancies and errors.

Quality is measured in a number of ways. Satisfied clients are the best measurement, but Halff also reviews design budget compliance, cost of the project vs. budget, changes during construction, and contractor issues. We also send client satisfaction surveys on a regular basis to get feedback on the quality of our service.

Halff's sophisticated quality control process for the review of all construction documents will ensure the documents are accurate, easy to understand, and meet the City's expectations.

APPROACH TO PHASED CONSTRUCTION

As we begin the discussion related to phased construction, we strongly encourage City of Leesburg to consider selecting a Construction Manager at Risk delivery method for the construction of these improvements and suggest selecting one early in the design process. Working closely with the Construction Manager from the onset of the project is important to its success particularly with budget estimating, project phasing and constructability reviews which will ensure that the project stays within budget. In addition, early involvement with the Construction Manager ensures project improvements maximize the budget available and still meet the desired operational and aesthetic values that the community desires. A finally, getting the Construction Manager on board during design will allow them the opportunity to pre-order long lead time items that could be impacted by supply chain challenges and could have a negative impact on the project schedule.

During the master plan phase, we will establish an overall opinion of probable cost to construct the entire scope of project improvements identified in the master plan. At this point decisions will need to be made on priority of proposed improvements, funding availability and the potential for outside funding from entities like the Lake County TDC and sponsorship opportunities. Using the information gathered from project cost, priority assessment and funding availability the design team will work with City staff to establish a project phasing strategy. As opinion of probable cost are evaluated for future phases of construction, appropriate contingency amounts should be included to ensure the phased budget is adjusted for inflation.



Majestic Ball Park, Arkansas

APPROACH TO COST SAVINGS/BUDGET

The Halff team has an established reputation for delivering projects that remain within the project's budget. Keeping projects within budget during this time of rapid inflation, increased cost of construction, and the rise in the cost of construction materials makes budget estimating a challenging task. We believe our cost estimating approach is up to these challenges and will aid in delivering a successful project.

Initial Budget Confirmation

Before we commence work on the project, our team will meet with the City to discuss the project budget and will seek to determine if the stated project budget is adequate to meet the project scope and planned implementation schedule. Often times project budgets are established early in the project planning stages and are not adjusted to meet yearly inflation.

Accuracy of Halff's Cost Estimating

Our systematic approach to developing the opinion of probable construction cost (OPCC) is a fundamental benefit to the City of Leesburg. Because of the large number of sports complex renovation projects Halff and our subconsultant partners have designed in the last five years, we have a substantial database of bid tabulations to draw from when preparing an OPCC for this project. Our structured approach and intensive QA/QC process ensure our estimated quantities and bid items are accurate, concise, and verifiable. Our ability to track cost changes occurring in the construction industry is locally focused, with a clear understanding of the global impacts and changes occurring in the marketplace at any given time. We understand the accuracy of our OPCCs provides great value to the City in maintaining the project budget established for this project.

Updated Budget Estimates

At each submittal milestone the OPCC will be updated to reflect better definition of the project design. At the submittal milestone review meetings, the OPCC will be discussed, and decisions made to either remain on track with the design or to modify the design if the project budget exceeds the budget established for the project. It is much easier to make design modifications to accommodate the project budget early in the design process than further on in the process when changes would be much more disruptive.

To address cost savings, we offer the following suggestions:

- Selecting a construction manager at risk early in the design process
- Consider using purchasing cooperatives to purchase site amenities
- Phasing construction so that existing facilities can still be used at the greatest extent possible thereby minimizing lost revenue and using open environmentally sensitive open channels and bio-swales for stormwater convenience in lieu of structured storm drainage

IDENTIFYING AND MITIGATING RISKS

The first risk we see with the current complex is the lack of sufficient parking. The lack of sufficient on-site parking forces the complex to shuttle in spectators during large events which is costly and impacts revenues. Typically, we recommend 50 to 60 parking spaces per field and it appears the current complex only has roughly 33 spaces per field. In the master plan phase, we will look at options to increase the number of on-site parking spaces.

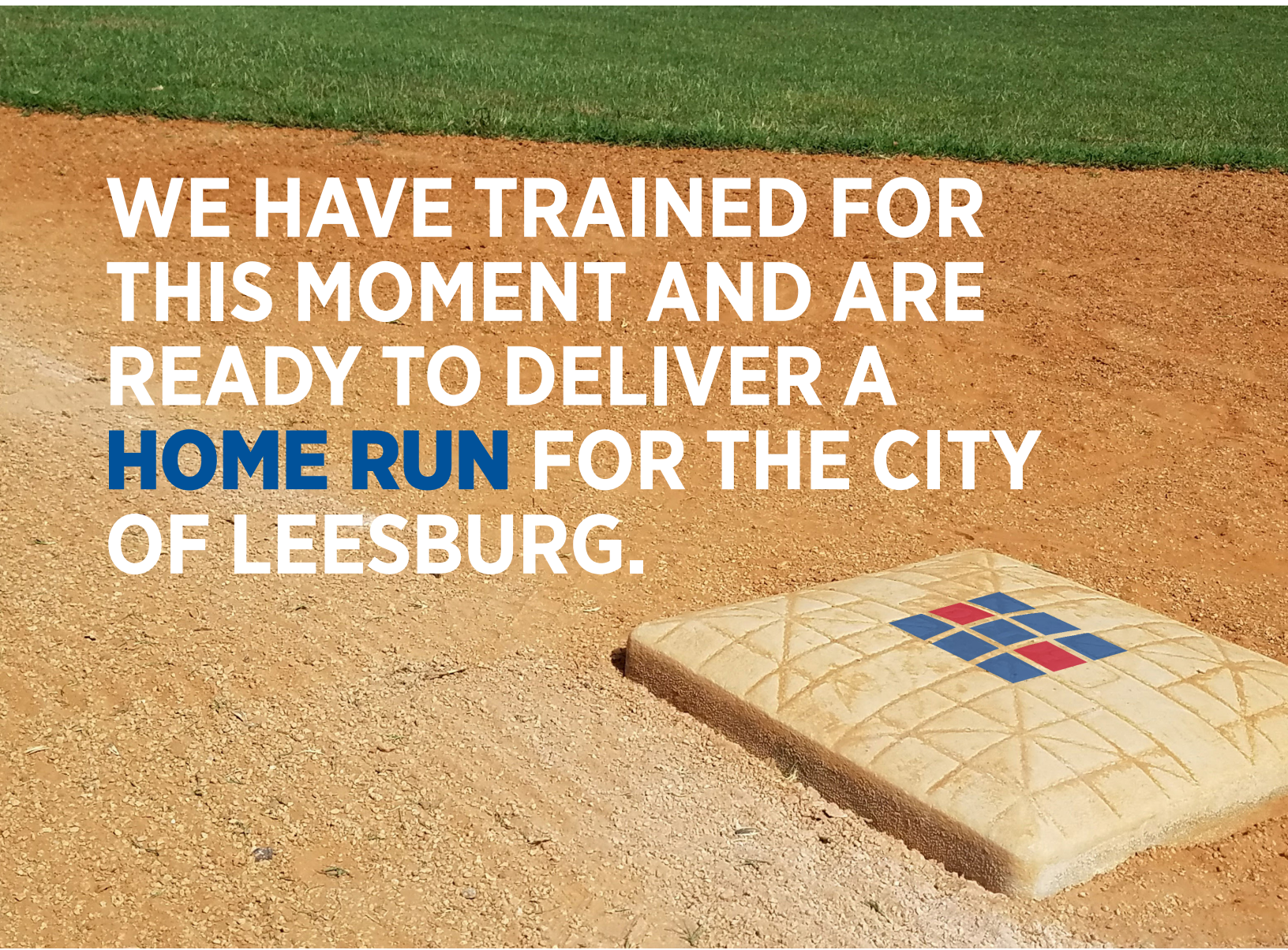
A second risk we see with the current site is the location and single means of access and egress. The Sleepy Hollow Sports Complex is surrounded on three sides by residential development and the only entrance into the site is a two-lane residential street. The single means of ingress and egress is a safety concern and can create a frustrating bottleneck for traffic during peak traffic times at the complex. If there is a situation where this access is blocked, emergency access is compromised and creates a safety problem. During the master plan we will explore options to create a second means of access.

A third risk is the current low pole height of the sports lighting poles. Traditionally, sports lighting poles are 60' to 70' tall providing the opportunity to focus light more directly onto the field, thus reducing the probability of spill light into the surrounding residences. The taller pole height also improves the shadows that occur when the sports lighting is blocked by dugout roofs, covered grandstands, and press boxes. The solution would be to consider installing taller poles. If taller poles are installed, this gives the City the opportunity to convert to LED fixtures which will further reduce the spill light into the neighboring homes. This may also increase the number of fixtures to accommodate broadcast level lighting.

The fourth risk with the current facilities is the location and configuration of the dugouts. With the current ground mounted bleachers, the site lines to the right and left field corners are blocked by the dugouts. There are two options on how to mitigate this risk. Option 1 is to elevate the bleachers so the bleacher level is higher than the dugouts. In addition to elevating the bleachers, a concourse level could be constructed behind the bleachers so you step down into the stands and views of the entire field from concourse level are unobstructed. The second option is to move the dugouts farther down the baseline and lowering the dugouts below field grade.

Conclusion

The depth of Halff's national experience on similar sports renovation projects, combined with the local knowledge of the team, provides the City of Leesburg with a design team that is perfectly suited for the renovation design of the Sleepy Hollow Sports Complex. Our team understands the complexities of the project and believes deeply in the positive and lasting impact this facility can have on the City of Leesburg and surrounding communities. We are committed to providing the services needed to ensure the Sleepy Hollow Sports Complex can stand apart as one of the premier destinations in the nation for competitive baseball and softball.



**WE HAVE TRAINED FOR
THIS MOMENT AND ARE
READY TO DELIVER A
HOME RUN FOR THE CITY
OF LEESBURG.**

1.1.3 RESUMES OF KEY PERSONNEL

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT			
12. NAME		13. ROLE IN THIS CONTRACT	
Charles Hiott, PE		Principal-in-Charge	
		14. YEARS EXPERIENCE	
		A. TOTAL	B. WITH CURRENT FIRM
		26	25
15. FIRM NAME AND LOCATION (City and State)			
Halff Associates, Inc. Tavares, Florida			
16. EDUCATION (Degree and Specialization)		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)	
BS/Civil Engineering, AS/Civil Engineering Technology		Professional Engineer - Florida No. 54813	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)			
Qualified Stormwater Management Inspector, American Society of Professional Engineers, American Water Works Association, Water Environment Federation			
19. RELEVANT PROJECTS			
a.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED
	West Park Sports Complex		PROFESSIONAL SERVICES
	Clermont, Florida		CONSTRUCTION (If applicable)
			2021
			Ongoing
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm	
<i>Project Engineer.</i> South Lake Regional Park is a 141.29-acre, multi-use, regional park located in South Lake County. The park consists of baseball fields, softball fields, soccer fields, cricket fields, multi-use fields, basketball courts, tennis courts, sand volleyball courts, pavilion, playground, equipment buildings, multi-use trail, parking lots and access drives, a stormwater management system, lift station and water services. Site design included a SJRWMD master site grading permit and an overall construction plan permit. Halff provided all civil design components of the project. Project site was located on an existing site with more than 50 feet of elevation change. Halff was able to properly grade the site to meet all ADA requirements to make it a user-friendly park. Cost to construct site complex was \$17,000,000 and includes all fixtures for park.			
b.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED
	East Lake Community Park Expansion		PROFESSIONAL SERVICES
	Lake County, Florida		CONSTRUCTION (If applicable)
			2016
			2016
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm	
<i>Project Engineer.</i> Halff provided a topographic survey of existing conditions, provided grading plans for proposed improvements for drive aisles, parking lots and sidewalks, as well as bid document preparation and construction administration services.			
c.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED
	Lincoln Ave Community Park		PROFESSIONAL SERVICES
	Mount Dora, Florida		CONSTRUCTION (If applicable)
			2015
			2016
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm	
<i>Project Manager</i> for this park to include picnic tables, bench's, side walks, playground equipment, restrooms, utilities, parking, stormwater, and landscaping.			
d.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED
	9th Ave Park		PROFESSIONAL SERVICES
	Mount Dora, Florida		CONSTRUCTION (If applicable)
			2015
			2016
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm	
<i>Project Manager</i> for this park to include picnic tables, bench's, side walks, playground equipment, restrooms, utilities, parking, stormwater, and landscaping.			

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		A. TOTAL	B. WITH CURRENT FIRM
David McCaskill, PLA	Project Manager	43	3
15. FIRM NAME AND LOCATION (City and State)			
Halff Associates, Inc. Richardson, Texas			
16. EDUCATION (Degree and Specialization)		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)	
BS/Landscape Architecture		Professional Landscape Architect - Texas No. 793	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)			
American Society of Landscape Architects (ASLA)			
19. RELEVANT PROJECTS			
(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
Parks at Texas Star Softball World		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
<i>Euless, Texas</i>		2019	2020
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm	
a.	<i>Principal-in-Charge/Lead Designer.</i> Softball World was an existing 4 field private softball complex the City of Euless purchased. Softball World is located across the street from the city owned Texas Star Athletic Complex. To incorporate Softball World into the Texas Star Athletic Complex the City of Euless undertook a major renovation. Halff was responsible for the redesigning the backstops, foul line fences, outfield fences and dugouts and worked closely with the Architect re-designing the center building.		
(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
I-240 Sports Complex		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
<i>Oklahoma City, Oklahoma</i>		2021	Ongoing (est. 2022)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm	
b.	<i>Principal-in-Charge</i> of an 8 field softball complex renovation. Worked with the City and USA Softball to create a companion complex to the Hall of Fame Complex. The City purchased an existing private complex and did a major overhaul that included a complete renovation of the fields and spectator area. The existing restroom building was gutted and redesigned to meet code and ADA requirements.		
(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
AC Caplinger Sports Complex		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
<i>Edmond, Oklahoma</i>		2021	Ongoing (est. 2022)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm	
c.	<i>Principal-in-Charge</i> of a 40 acre, 10 field baseball softball complex renovation project. Halff prepared a master plan vision that including cost estimates to assist the City in their budgeting and phasing of the renovation. The redevelopment included reduction and reorganization of the existing field layout, increasing the amount of parking and improving spectator amenities creating a tournament level facility.		
(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
Lamar University, Softball Field		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
<i>Beaumont, Texas</i>		2014	2016
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm	
d.	<i>Project Manager and Lead Designer</i> for a NCAA Division 1 Softball Field. As a consultant to an Architect, David was responsible for the design of the field, bullpens, dugouts, fencing, backstop and site development for the spectator area. This work was done prior to coming to Halff.		
(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
Majestic Baseball Park		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
<i>Hot Springs, Arkansas</i>		2020	2021
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm	
e.	<i>Principal-in-Charge.</i> This project involved the master and project design for a 16-acre historic baseball park. Project included one 200-foot field, three 225-foot fields, and one 400-foot championship field, each with warmup areas, bullpens, dugouts, and seating as well as supporting parking, concessions and restrooms, retaining, hardscape, and grading.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

12. NAME		13. ROLE IN THIS CONTRACT		14. YEARS EXPERIENCE	
				A. TOTAL	B. WITH CURRENT FIRM
Martin Steffen, PLA		Deputy Project Manager		9	7
15. FIRM NAME AND LOCATION (City and State)					
Halff Associates, Inc. Tampa, Florida					
16. EDUCATION (Degree and Specialization)			17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)		
BS/Landscape Architecture			Professional Landscape Architect - Florida No. 6667386		
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)					
N/A					
19. RELEVANT PROJECTS					
a.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED		
	Mission of Hope Athletic Complex		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	
	<i>Haiti</i>		2019	Ongoing	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm		
<i>Designer.</i> This project required multiple office involvement due to the complexity and fast pace deadlines and involved multiple phases for a competition athletic field complex in Haiti. Phase II added 2 practice fields using synthetic turf due to local water restrictions and conservation policies. Tasks included grading and layout of the fields with careful consideration to other project phases and construction plans.					
b.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED		
	Branchton Park Urban Design		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	
	<i>Riverview, Florida</i>		2019	N/A	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm		
<i>Landscape Architect.</i> The goal of this park revitalization was to redevelop Branchton Park as a multi county destination park to include amenities such as zip line course, bicycle pump track, walking trails with fitness stations, dog park, splash pad, sport courts, and playground. Tasks included amenity research, park programming, schematic design, master planning, conceptual imagery boards, and opinion of probable construction costs.					
c.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED		
	Benny Russell Park		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	
	<i>Santa Rosa County, Florida</i>		2019	N/A	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm		
<i>Landscape Architect.</i> The County desired to expand the 30-acre existing park to provide a world class recreational experience for all ages and abilities. The master plan was developed with public involvement workshops and survey results identifying desired amenities and major concerns. The overall park master plan has been divided into four phases that will encompass additional parking, restroom facility, picnic pavilions, site furnishings, multi-purpose sport fields, fitness zone, play area, interactive splash pad, and a multi-use trail weaving through the expansive tree preservation area. In order to maintain a cohesive design, the existing amenities will be taken into consideration during the design process.					
d.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED		
	Navarre Bayside Park		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	
	<i>Santa Rosa County, Florida</i>		Ongoing	N/A	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm		
<i>Designer.</i> Encompassing approximately 2 acres along the Santa Rosa Sound, the existing park will be reprogrammed with seating, kayak launch, two play areas, interactive water play area, picnic shelters, trellis swings, new sidewalks, updated ADA access, multi-use space for festivals and farmer markets. Project involvement included enhanced landscape design and design of gateway signage; in addition to assisting with developing decorative pavement treatment and site furnishing selection. Project required extensive coordination with multiple disciplines including civil, lighting, structural engineers, and architects.					
e.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED		
	Veteran's Memorial Park and Museum		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	
	<i>Hillsborough County, Florida</i>		2015	2016	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm		
<i>Designer.</i> Provided landscape and hardscape design for a quarter acre site using input from the Korean Veterans Association. In addition to preserving existing trees, reusing memorial artifacts, and being respectful to neighboring memorial sites.					

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

12. NAME		13. ROLE IN THIS CONTRACT		14. YEARS EXPERIENCE	
				A. TOTAL	B. WITH CURRENT FIRM
Brian Binkowski, PLA, ASLA		QA/QC		28	6
15. FIRM NAME AND LOCATION (City and State)					
Halff Associates, Inc. Austin, Texas					
16. EDUCATION (Degree and Specialization)			17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)		
BS/Landscape Architecture			Professional Landscape Architect - Texas No. 1895		
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)					
American Society of Landscape Architects (ASLA), Texas Recreation and Parks Society (TRAPS), Texas Trails Network (TTN)					
19. RELEVANT PROJECTS					
a.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED		
	Old Settler's Park Sports Complex Improvements <i>Round Rock, Texas</i>		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	
			2020	2021	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm		
<i>Senior Project Manager/Landscape Architect.</i> Assisted the City in the planning and design for the renovation of 20 youth baseball fields, the addition of five girls fast pitch fields, enhanced stadium spectator seating areas, common play areas, informational kiosks, concession and restroom renovations, entry signs and wayfinding, tail gate islands, parking and infrastructure improvements. The improvements were part of the City's tourism initiative for The Sports Capital of Texas. Subsequent to the completion of the youth ball field complex, assisted the City in the design of dedicated adult outdoor recreation facilities. The facility includes two softball fields, one super-flex multi-purpose field, covered basketball court, covered half-wall outdoor soccer field, volleyball courts, ninja-warrior training system, social lawn for concert events, washer/corn hole/horse shoe pits and social "hub" bar and deck seating. The project is phased with the first phase consisting of two softball flex fields, elevated spectator areas, restroom, parking and other infrastructure. (Construction Budget - Phase 1: \$22 million, Phase 2: \$2.5 million, Phase 3: \$6.5 million)					
b.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED		
	Veterans Park Athletic Complex Build-out <i>College Station, Texas</i>		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	
			2019	2021	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm		
<i>Senior Project Manager/Landscape Architect.</i> Assisted the City in developing a build-out master plan and design for Phase 1 improvements including the addition of two synthetic turf multi-purpose fields, restrooms, play area amenities, spectator areas and circulation, parking lot and entry drive reconstruction, drainage/grading improvements and miscellaneous infrastructure. The funding for the Phase 1 project is utilize the City's Hotel Occupancy Tax funds. (Construction Cost: \$4.7M)					
c.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED		
	Texas Independence Ballfield Complex <i>College Station, Texas</i>		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	
			2021	Ongoing	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm		
<i>Senior Project Manager/Landscape Architect.</i> Assisted the City with a build-out park master plan, graphics and animation, design opinion of probable construction cost, and ongoing operation and maintenance costs. The funding for the project is utilizing the City's Hotel Occupancy Tax funds. Improvements included four new synthetic turf multi-purpose fields including one championship field with seating for up to 2,000 spectators, concession/restroom areas, locker rooms, and covered terrace/mezzanine. Other improvements included adding accessible walkways and shaded seating areas for 11 existing fields and providing multiple playground and splash pad amenities to support the athletic fields. The plan was approved unanimously. (Phase 1 Budget: \$14.5 million, estimated completion 2024, Phase 2 Budget: \$16.5 million, TBD)					
d.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED		
	Hogan Park <i>Midland, Texas</i>		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	
			Ongoing	2023-2025	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm		
<i>Senior Project Manager/Landscape Architect.</i> Assisted the City with a master plan, graphics, animation and design for the renovation of an existing ballfield complex. Renovations consisted of conversion of all fields to synthetic turf, the addition of three new fields, six multi-purpose fields, basketball courts, playgrounds, splash pad, enhance spectator areas, trails, multi-purpose event/social lawn, food truck court parking and infrastructure. Graphics and animation used by City for private large donor contributions. (Construction cost: \$33 million)					

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT					
12. NAME		13. ROLE IN THIS CONTRACT		14. YEARS EXPERIENCE	
				A. TOTAL	B. WITH CURRENT FIRM
Duane Booth, PE		Civil Engineering		31	30
15. FIRM NAME AND LOCATION (City and State)					
Halff Associates, Inc. Tavares, Florida					
16. EDUCATION (Degree and Specialization)			17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)		
BS/Civil Engineering			Professional Engineer - Florida No. 44631		
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)					
Qualified Stormwater Management Inspector, Temporary Traffic Control Advanced, American Society of Civil Engineers (ASCE), Florida Engineering Society, Florida Institute of Consulting Engineers					
19. RELEVANT PROJECTS					
a.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED		
	South Lake Regional Park Lake County, Florida		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	
			2021	Ongoing	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm		
	Project Manager. South Lake Regional Park is a 141.29-acre, multi-use, regional park located in South Lake County. The park consists of baseball fields, softball fields, soccer fields, cricket fields, multi-use fields, basketball courts, tennis courts, sand volleyball courts, pavilion, playground, equipment buildings, multi-use trail, parking lots and access drives, a stormwater management system, lift station and water services. Site design included a SJRWMD master site grading permit and an overall construction plan permit. Halff provided all civil design components of the project. Project site was located on an existing site with over 50 feet of elevation change. Halff was able to properly grade the site to meet all ADA requirements to make it a user-friendly park. Cost to construct site complex was \$17,000,000 and includes all fixtures for park.				
b.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED		
	West Park Sports Complex Clermont, Florida		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	
			2010	2011	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm		
	Project Manager. West Park was an existing Clermont Park with one softball field and a rundown baseball field. Due to the City's growth, and the subsequent need for little league fields, the City decided to completely renovate this park. Halff provided design, permit, and construction oversight services on an accelerated schedule to have grass down in early fall for the fields to be ready for play in the spring. This fast-track project was completed on time and within budget. The renovation consisted of construction of two official little league baseball fields, under-drain systems to quickly dry the fields after rain events, practice field, Paved and grassed parking, batting cages, new lighting system, concession stand with bathrooms and equipment storage.				
c.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED		
	East Lake Community Park Expansion Lake County, Florida		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	
			2016	2016	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm		
	Project Engineer. Halff provided a topographic survey of existing conditions, provided grading plans for proposed improvements for drive aisles, parking lots and sidewalks, as well as bid document preparation and construction administration services.				
d.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED		
	Lake David Park Groveland, Florida		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	
			2020	2021	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm		
	Project Manager. Halff provided site survey, a performance-based design for a splash pad, site engineering and site plan, managed electrical and architectural subconsultants and provided construction administration services for improvements to the park that also included a new restroom building, playground equipment replacement, parking lot improvements and site event electrical improvements.				

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT			
12. NAME		13. ROLE IN THIS CONTRACT	
Bill Richmond, ASLA, AICP		Landscape Architecture	
		14. YEARS EXPERIENCE	
		A. TOTAL	B. WITH CURRENT FIRM
		33	<1
15. FIRM NAME AND LOCATION (City and State)			
Halff Associates, Inc. Tampa, Florida			
16. EDUCATION (Degree and Specialization)		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)	
Master of Landscape Architecture Urban Planning and Design BA/Biology		Professional Landscape Architect - Florida No. 0001556	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)			
American Institute of Certified Planners (AICP), American Society of Landscape Architects (ASLA)			
19. RELEVANT PROJECTS			
(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
Land O' Lakes Community Park <i>Pasco County, Florida</i>		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		2014	2015
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☐ Check if project performed with current firm	
a.	<i>Landscape Architect</i> for project with full planning, engineering, surveying, ecology and landscape architecture services to redesign the 17-acre Land O' Lakes Community Park. Improvements included two illuminated football/soccer fields, one illuminated adult softball field, new concession/restroom/storage facility, maintenance building, fitness trail with environmental education stations, a relocated historic cabin, new children's playground, new parking lots and stormwater management.		
(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
John S. Burks Memorial Park <i>Pasco County, Florida</i>		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		2012	2013
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☐ Check if project performed with current firm	
b.	<i>Landscape Architect</i> for project to redesign 20 acres of the 67-acre park. Improvements included four full sized lighted soccer fields, new sport lighting, landscaping, hardscaping, irrigation system, new park facilities, new parking facilities that included vehicular access, new stormwater management system, new concession, restroom and storage facility and planning for a new 4,000 SF community recreation building.		
(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
FDEP Hillsborough River State Park <i>Thonotosassa, Florida</i>		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		2011	2012
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☐ Check if project performed with current firm	
c.	<i>Landscape Architect</i> . Provided landscape architecture, civil engineering, land surveying and ecological services for parking and stormwater management improvements to the park site to restore the natural drainage patterns and provide improvements to the water quality of the stormwater runoff into the Hillsborough River. Landscape architectural services consisted of parking improvements and road modifications, permeable parking, replanting of new stormwater areas with native landscaping, new native landscape improvements and tree replacements, walk tie-ins to trails to the Hillsborough River, and permitting coordination between the client and Hillsborough County.		
(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
Egan Park Site Plan <i>St. Pete Beach, Florida</i>		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		Ongoing	N/A
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☐ Check if project performed with current firm	
d.	<i>Landscape Architect</i> for the development of construction plans to provide up to 40 or less marina style parking spaces and 80 or less standard vehicle parking spaces. Provided the location with a K-5 children's play area, 2 picnic tables and a staging area for two kayaks and location of a rinse facility on-site. Utilized "green" technology, shade, low maintenance landscape features. The project is currently in the conceptual phase.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT					
12. NAME		13. ROLE IN THIS CONTRACT		14. YEARS EXPERIENCE	
				A. TOTAL	B. WITH CURRENT FIRM
John McGlohorn, PSM		Survey		33	3
15. FIRM NAME AND LOCATION (City and State)					
Halff Associates, Inc. Tavares, Florida					
16. EDUCATION (Degree and Specialization)			17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)		
BA/Surveying			Professional Surveyor & Mapper - Florida No. 6023		
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)					
Florida Surveying & Mapping Society					
19. RELEVANT PROJECTS					
a.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED		
	East Lake Community Park Expansion		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	
	Lake County, Florida		2016	2016	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm		
<i>Surveyor.</i> Halff provided a topographic survey of existing conditions, provided grading plans for proposed improvements for drive aisles, parking lots and sidewalks, as well as bid document preparation and construction administration services.					
b.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED		
	Gardenia Recreation Complex		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	
	Fruitland Park, Florida		2021	N/A	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm		
<i>Project Manager</i> responsible for as-built survey for the City's park improvements.					
c.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED		
	City of Clermont Downtown Streetscape Phases I, II, III		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	
	Clermont, Florida		2019	N/A	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm		
<i>Surveyor.</i> The Master Plan of Clermont involves a redesign of the downtown area to improve parking, walkability and revitalize the downtown commercial corridor. Halff was selected to provide survey, engineering design, stormwater design, project management, bidding and construction administration services.					
d.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED		
	Lake Minneola Boat Ramp		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	
	Clermont, Florida		2018	2018	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm		
<i>Surveyor</i> responsible for conducting a specific purpose survey to locate all above ground improvements, topographic survey, wetland survey and bathymetric survey in the area for the boat ramp. Surveys were in support of Halff engineers who provided engineering design and permitting for the new boat ramp, circular drive and parking as well as an aluminum sea wall and low profile floating docks.					
e.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED		
	South Lake Regional Park		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	
	Lake County, Florida		2021	Ongoing	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm		
<i>Surveyor.</i> South Lake Regional Park is a 141.29-acre, multi-use, regional park located in South Lake County. The park consists of baseball fields, softball fields, soccer fields, cricket fields, multi-use fields, basketball courts, tennis courts, sand volleyball courts, pavilion, playground, equipment buildings, multi-use trail, parking lots and access drives, a stormwater management system, lift station and water services. Site design included a SJRWMD master site grading permit and an overall construction plan permit. Halff provided all civil design components of the project. Project site was located on an existing site with over 50 feet of elevation change. Halff was able to properly grade the site to meet all ADA requirements to make it a user-friendly park.					

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT					
12. NAME		13. ROLE IN THIS CONTRACT		14. YEARS EXPERIENCE	
				A. TOTAL	B. WITH CURRENT FIRM
Amanda Wettstein, APR, CPRC		Public Involvement		29	14
15. FIRM NAME AND LOCATION (City and State)					
Amanda Wettstein, APR, CPRC, PR Consultant Mount Dora, FL					
16. EDUCATION (Degree and Specialization)			17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)		
BA/Broadcast Communications Multi-Major			N/A		
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)					
Accreditation in public relations (APR), Certified Public Relations Counselor (CPRC), FPRA Communicator of the Year, FPRA Pacesetter of the Year, Founder of Lake FPRA, Multi-year Image Award winner, Leeburg Businesswoman of the Year					
19. RELEVANT PROJECTS					
a.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED		
	Pine Street Streetscape & Beautification		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	
	City of Leesburg, Florida		Ongoing	N/A	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm		
	<i>Public Involvement.</i> Coordinate and oversee stakeholder participation for the City of Leesburg, liaison with City Manager & Commission, liaison with UF Health.				
b.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED		
	Friends of Lake County Trails		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	
	Lake County, Florida		Ongoing	N/A	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm		
	<i>Public Involvement.</i> Oversee the launch, public participation and PR for the Friends of Lake County trails connection project. Coordinate strategy and public advocacy. Provide information to elected officials, businesses and residents regarding economic impacts of trails.				
c.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED		
	Ruby Street Stormwater		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	
	City of Tavares, Florida		2019	N/A	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm		
	<i>Public Involvement.</i> Oversaw the communications and stakeholder aspects for the City of Tavares, including collateral materials, weekly meetings, ongoing public meetings, coordination of city commission, press releases, video and social media.				
d.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED		
	CR 437 Realignment Planning		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	
	Sorrento, Florida		2019	N/A	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm		
	<i>Public Involvement.</i> Coordinated stakeholder participation for Lake County BCC for this two year project in the development of the CR 437 Realignment Plan, including website, collateral, stakeholder participation, citizen meeting, county staff meetings.				
e.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED		
	Lake 100		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	
	Lake County, Florida		Ongoing	N/A	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm		
	<i>Public Involvement.</i> Leading and coordinating economic development projects and policies in Lake County.				

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT					
12. NAME		13. ROLE IN THIS CONTRACT		14. YEARS EXPERIENCE	
				A. TOTAL	B. WITH CURRENT FIRM
Raymond Jones, PE		Geotechnical		25	24
15. FIRM NAME AND LOCATION (City and State)					
Andreyev Engineering, Inc. Sanford, Florida					
16. EDUCATION (Degree and Specialization)			17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)		
BS/Civil Engineering			Florida Professional Engineer #58079		
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)					
ASCE Member, State of Florida - Department of Financial Services, Certified Neutral Evaluator					
19. RELEVANT PROJECTS					
a.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED		
	South Lake Hospital - North Campus Stand Alone Emergency Medical Center <i>City of Leesburg, Florida</i>		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	
			2017	2017	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm		
	<i>Geotechnical Engineer.</i> Project included geotechnical investigations to provide design recommendations for building foundations, heliport, paved parking areas, retaining walls and stormwater retention systems. During construction of the project, AEI provided additional construction materials testing, supplemental geotechnical investigation and foundation stabilization assistance related to a repair of a surface collapse in the building area.				
b.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED		
	Silver Eagle Reclaimed Ground Storage Tank Project <i>Groveland, Florida</i>		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	
			2016	2017	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm		
	<i>Geotechnical Engineer.</i> Project involved geotechnical investigations of a proposed 1.5 million gallon ground storage tank for site preparation and foundation design recommendations.				
c.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED		
	South Lake Regional Park <i>Clermont, Florida</i>		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	
			2016	2018	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm		
	<i>Geotechnical Engineer.</i> Project included geotechnical investigation for mass grading, soil suitability evaluations and stormwater retention system design of a proposed 40 acre regional park project that included a baseball and softball complex, soccer fields and may other amenities.				
d.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED		
	Certus Senior Living Facility, Williams Road <i>Longwood, Florida</i>		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	
			2016	2018	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm		
	<i>Geotechnical Engineer.</i> Project involved geotechnical investigations to the proposed assisted living facility, including buildings, roadways, and paved parking areas, as well as environmental site assessments.				
e.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED		
	Wallace Park Improvements <i>City of Belle Isle, Florida</i>		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	
			2020	2021	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm		
	<i>Geotechnical Engineer.</i> Project involved geotechnical investigation for Wallace Park site improvements to include a single-story building, synthetic turf football field and paved parking/drive areas.				

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT					
12. NAME		13. ROLE IN THIS CONTRACT		14. YEARS EXPERIENCE	
				A. TOTAL	B. WITH CURRENT FIRM
Wood T. Brazill, PE		Electrical Engineering		28	20
15. FIRM NAME AND LOCATION (City and State)					
Electric Services, Inc. Leesburg, Florida					
16. EDUCATION (Degree and Specialization)			17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)		
BS/Electrical Engineering			Florida Board of Professional Engineers Electrical Engineering		
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)					
Current member of Leesburg Chamber of Commerce & past board or director; National Fire Protection Association (NFPA); Past member of the Illuminating Engineering Society of North America (IES); Leesburg Boat Club member					
19. RELEVANT PROJECTS					
a.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED		
	Clermont Streetscape Phase-1, 2 & 3 and Clermont Boat Ramp Clermont, Florida		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	
			Ongoing	Ongoing	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm		
	<i>Electrical Engineer.</i> Completed the design of several streetscape projects and a boat ramp with parking facilities that included new power distribution equipment, street lighting design, photometric point-by-point calculations, controls, vendor receptacles, circuitry and coordination with the electric utility to convert from overhead to underground utility power lines.				
b.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED		
	East Lake Sports Complex Expansion Lake County, Florida		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	
			Ongoing	TBD	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm		
	<i>Electrical Engineer.</i> In progress of completing the electrical design composed of multiple ball fields, multipurpose fields, tennis/pickle ball, basketball, concessions facilities, and area parking. Design included the parks added, sports lighting, pedestrian lighting, parking area lighting, circuitry, controls and required power distribution systems.				
c.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED		
	City of Tavares Alfred Street Improvements Tavares, Florida		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	
			2012	2015	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm		
	<i>Electrical Engineer.</i> Completed the roadway lighting design to accommodate about 16-blocks of roadway improvements along Alfred and other adjacent streets.				
d.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED		
	South Lake Regional Park Lake County, Florida		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	
			2018	Ongoing	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm		
	<i>Electrical Engineer.</i> Completed MEP design of a large community park composed of multiple ball fields, multipurpose fields, cricket, tennis/pickle ball, basketball, concessions facilities, and area parking. Design included the electrical infrastructure for the park, sports lighting, pedestrian lighting, parking area lighting, circuitry, controls and multiple power distribution systems.				
e.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED		
	Orlando International Airport Orlando, Florida		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	
			2010	Ongoing	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm		
	<i>Electrical Engineer.</i> Completed the design of multiple projects that included new power distribution systems, airfield lighting vault power distribution upgrades, emergency generator systems, APM system modifications, access control CCTV and more.				

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT			
12. NAME		13. ROLE IN THIS CONTRACT	
Jim Arnold		Operations Advisor	
		A. TOTAL	B. WITH CURRENT FIRM
		28	20
15. FIRM NAME AND LOCATION (City and State)			
Sports Facilities Companies Clearwater, FL			
16. EDUCATION (Degree and Specialization)		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)	
MBA, Marketing/Business Administration		N/A	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)			
Connect Sports Game Changer, Woodstock, GA Parks and Recreation Board Member			
19. RELEVANT PROJECTS			
a.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED
	Ripken Experience Myrtle Beach		PROFESSIONAL SERVICES
	Myrtle Beach, South Carolina		CONSTRUCTION (If applicable)
			2004-2012
			2006
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm	
Operations Advisor. \$26.5M private, destination softball and baseball complex. Facility runs year-round, week long programming and is one of the most sought after facilities in the country. Jim oversaw the feasibility, design, construction and operations/programming development for the facility during his Director position at Ripken Baseball.			
b.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED
	Ripken Experience Pigeon Forge		PROFESSIONAL SERVICES
	Pigeon Forge, Tennessee		CONSTRUCTION (If applicable)
			2014-2016
			2016
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm	
Operations Advisor. \$30M public-partnership with the City of Pigeon Forge, TN. Jim oversaw the feasibility, design, construction and operations/programming development for the facility during his Director position at Ripken Baseball.			
c.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED
	Panama City Beach Sports Complex		PROFESSIONAL SERVICES
	Panama City, Florida		CONSTRUCTION (If applicable)
			Ongoing
			2019
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm	
Operations Advisor. \$37M destination, Diamond and Multi-sport complex developed to drive sports tourism and hotel room nights in Panama City Beach. Jim oversaw the feasibility and design of facility as a Partner at Sports Fields, Inc. Jim currently assist with the operations and programming at facility in his role as a Partner with Sports Facilities Companies.			
d.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED
	Paradise Coast Sports Complex		PROFESSIONAL SERVICES
	Naples, Florida		CONSTRUCTION (If applicable)
			Ongoing
			Ongoing
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm	
Operations Advisor. \$80M brand new sports complex in Naples, FL with ten multi-purpose fields and ten Diamond Fields along with a stadium, outdoor fitness facility and multiple amenities. Jim oversaw development and planning for phase 1 and currently assist with programming and development for phases 2 and 3 in his position at Sports Facilities Companies.			
e.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED
	SRP Park		PROFESSIONAL SERVICES
	North Augusta, Georgia		CONSTRUCTION (If applicable)
			2018
			2018
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm	
Operations Advisor. 2018 Minor League Baseball Ballpark of the Year. Jim acted as a lead programming and design consultant for the Stadium. Design and programming included the 5,000 seat stadium as well as surrounding retail and commercial development.			

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

12. NAME		13. ROLE IN THIS CONTRACT		14. YEARS EXPERIENCE	
				A. TOTAL	B. WITH CURRENT FIRM
Steve Padgett, AIA, NCARB		Architecture		24	18
15. FIRM NAME AND LOCATION (City and State)					
Fawley Bryant Architecture Sarasota, FL					
16. EDUCATION (Degree and Specialization)			17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)		
Bachelor of Science, Master of Architecture			Registered Architect, State of Florida #AR95286		
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)					
Gulf Coast Builders Xchange (GCBX) – Board of Directors, Gulf Coast Builders Xchange (GCBX) – Board of Directors, National Council of Architectural Registration Boards (NCARB), American Institute of Architects (AIA)					
19. RELEVANT PROJECTS					
(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED			
Atlanta Braves Spring Training Complex <i>North Port, FL</i>		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)		
		2019	2019		
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm			
a.	<i>Principal-in-Charge.</i> Complex features a 6,200-seat stadium, 55,000 sf clubhouse containing designated amenities for Major & Minor league, athletic training facilities and executive offices. An efficient layout orders two major league practice fields, four minor league fields, shaded batting tunnels, and pitching mounds along with an observation tower for coaches. The site has a public plaza outside the stadium and grass fields have been made available for community events. Size: 80 Acres Cost: \$120,000,000				
(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED			
Jackie Robinson Training Complex <i>Vero Beach, FL</i>		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)		
		2022	2022		
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm			
b.	<i>Principal-in-Charge.</i> Provided enhancements to the existing stadium including a pre-manufactured, two-story structure. The grade level features retail space, electrical room and an ADA-compliant lift. The second floor includes one large center and two smaller adjacent press boxes, a private restroom and two observation decks. The press box will also include roof level access with a ships ladder, roof hatch and camera platform. Cost: \$1,400,000				
(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED			
IMG Academy - Baseball Fields <i>Bradenton, FL</i>		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)		
		2014	2014		
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm			
c.	<i>Principal-in-Charge.</i> A new four-field complex was created with two fungo fields, indoor batting cage building, outdoor batting tunnels, pitcher bullpens, and training hill. The stadium field is lighted and features 60'-0" in ground dugouts with private restrooms. The stadium field also house elevated seating for 800 spectators with the ability to expand to 1500 seats. Facilities include a new restroom, concessions, ticket window and merchandise store. This project coincides with several other projects that totals in 500 acres and \$200,000,000. Cost: \$1,300,000				
(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED			
Sarasota County 17th Street Park <i>Sarasota, FL</i>		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)		
		Ongoing	Ongoing		
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm			
d.	<i>Principal-in-Charge.</i> Design of a major regional park along 17th Street in North Sarasota County. It includes Miss Sarasota Softball complex, the current 17th Street Park, an adjacent County utility property, and connectivity with adjacent public properties. Enhancements will include upgraded field lighting, spectator amenities, multi-purpose building and concessions. Size: 114 Acres// Cost: \$30,000,000				
(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED			
Binghamton University Athletic Facility Upgrades <i>Vestal, NY</i>		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)		
		2021	2021		
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm			
e.	<i>Principal-in-Charge.</i> The University sought to created a better overall fan experience and enhance their facilities to match their NCAA Division 1 playing level. The stadium improvements include new seating and concourse, VIP lounge and viewing seats, and a press box. The two-story fieldhouse contains team locker room, lounge, nutrition, HIIT area, study spaces, conference rooms and multi-purpose team meeting room. Size: 114 Acres Cost: \$55,000,000				

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Kirk Bauer	Architecture	A. TOTAL	B. WITH CURRENT FIRM
		20	10
15. FIRM NAME AND LOCATION (City and State)			
Fawley Bryant Architecture Sarasota, FL			
16. EDUCATION (Degree and Specialization)		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)	
Bachelor of Science, Master of Architecture		N/A	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)			
N/A			
19. RELEVANT PROJECTS			
(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
Atlanta Braves Spring Training Complex <i>North Port, FL</i>		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		2019	2019
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm	
a. <i>Project Manager.</i> Complex features a 6,200-seat stadium, 55,000 sf clubhouse containing designated amenities for Major & Minor league, athletic training facilities and executive offices. An efficient layout orders two major league practice fields, four minor league fields, shaded batting tunnels, and pitching mounds along with an observation tower for coaches. The site has a public plaza outside the stadium and grass fields have been made available for community events. Size: 80 Acres Cost: \$120,000,000			
(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
Jackie Robinson Training Complex <i>Vero Beach, FL</i>		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		2022	2022
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm	
b. <i>Project Manager.</i> Provided enhancements to the existing stadium including a pre-manufactured two-story structure. The grade level features retail space, electrical room and an ADA-compliant lift. The second floor includes one large center and two smaller adjacent press boxes, a private restroom and two observation decks. The press box will also include roof level access with a ships ladder, roof hatch and camera platform. Cost: \$1,400,000			
(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
IMG Academy - Baseball Fields <i>Bradenton, FL</i>		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		2014	2014
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm	
c. <i>Project Manager.</i> A new four-field complex was created with two fungo fields, indoor batting cage building, outdoor batting tunnels, pitcher bullpens, and training hill. The stadium field is lighted and features 60'-0" in ground dugouts with private restrooms. The stadium field also house elevated seating for 800 spectators with the ability to expand to 1500 seats. Facilities include a new restroom, concessions, ticket window and merchandise store. This project coincides with several other projects that totals in 500 acres and \$200,000,000. Cost: \$1,300,000			
(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
Sarasota County 17th Street Park <i>Sarasota, FL</i>		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		Ongoing	Ongoing
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm	
d. <i>Project Manager.</i> Design of a major regional park along 17th Street in North Sarasota County. It includes Miss Sarasota Softball complex, the current 17th Street Park, an adjacent County utility property, and connectivity with adjacent public properties. Enhancements will include upgraded field lighting, spectator amenities, multi-purpose building and concessions. Size: 114 Acres Cost: \$30,000,000			
(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
Binghamton University Athletic Facility Upgrades <i>Vestal, NY</i>		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		2021	2021
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm	
e. <i>Project Manager.</i> The University sought to created a better overall fan experience and enhance their facilities to match their NCAA Division 1 playing level. The stadium improvements include new seating and concourse, VIPlounge and viewing seats, and a press box. The two-story fieldhouse contains team locker room, lounge, nutrition, HIIT area, study spaces, conference rooms and multi-purpose team meeting room. Size: 114 Acres Cost: \$55,000,000			

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT					
12. NAME		13. ROLE IN THIS CONTRACT		14. YEARS EXPERIENCE	
Roger Perkins		MEP Engineering Lead		A. TOTAL	B. WITH CURRENT FIRM
				35	1
15. FIRM NAME AND LOCATION (City and State)					
Smith Seckman Reid, Inc. Sarasota, FL					
16. EDUCATION (Degree and Specialization)			17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)		
Pameco University College of Business			N/A		
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)					
National Multifamily Housing Council, Society of American Military Engineers, Urban Land Institute, International Council of Shopping Centers					
19. RELEVANT PROJECTS					
a.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED		
	Ft. Mill Medical Center <i>Ft. Mills, South Carolina</i>		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	
			2022	2022	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm		
	MEP Engineer. Construction of new Greenfield Hospital for Tenet Health in Ft. Mill, SC. The approximately 206,826 SF, 100-bed hospital is located on a 40-acre site. Services include operating rooms, cath lab, endoscopy, radiology including MRI and CT, emergency services, obstetrics, medical and surgical services and associated administrative and support departments.				
b.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED		
	Jackie Robinson Training Facility <i>Vero Beach, Florida</i>		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	
			2021	Ongoing	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm		
	MEP Engineer. The facility is home to the newly renovated, 6,500-seat Holman Stadium, a Major League clubhouse, four additional full-size baseball fields, four softball and youth baseball fields, and one multi-sports field for soccer, lacrosse, football, and rugby. The facility also features 89 on-site hotel rooms, a dining room, numerous meeting and conference spaces, on-site recreation such as basketball and a competition-size swimming pool, and two fitness gyms.				
c.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED		
	17th Street Sports Complex <i>Sarasota, Florida</i>		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	
			2021	Ongoing	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm		
	MEP Engineer. Upgrade to the existing park including our multi-use fields, parking and a nature trail. The 17th Street park will be designed in two phases. The first, estimated at \$35 million, will include design and construction of facilities on former utilities property. Phase two, estimated at \$21 million, would include new dog parks and multipurpose fields.				
d.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED		
	Toronto Blue Jays Hitting Lab <i>Dunedin, Florida</i>		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	
			Ongoing	Ongoing	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm		
	MEP Engineer. \$100 million spring training complex for the Toronto Blue Jays. The outdoor space is home to six full fields, two half fields, 20 mounds, 12 covered batting cages, a covered turf practice field, and a speed hill.				

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT			
12. NAME		13. ROLE IN THIS CONTRACT	
Lazaro Alfonso, PE, SE		Structural	
		A. TOTAL	B. WITH CURRENT FIRM
		14	12
15. FIRM NAME AND LOCATION (City and State)			
Bliss & Nyitray, Inc. West Palm Beach, FL			
16. EDUCATION (Degree and Specialization)		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)	
BS/Civil Engineering, Master of Engineering		Florida Professional Engineer	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)			
American Institute of Steel Construction			
19. RELEVANT PROJECTS			
a.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED
	FITTEAM Ballpark of the Palm Beach Palm Beach, Florida		PROFESSIONAL SERVICES CONSTRUCTION (If applicable)
			2015 2017
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm
	Structural Engineer for 6,500 fixed-seat stadium with outfield berm seating. Featuring a 360 degree concourse and two 52,000SF clubhouses.		
b.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED
	Marlins Ballpark Miami, Florida		PROFESSIONAL SERVICES CONSTRUCTION (If applicable)
			2010 2012
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm
	Structural Engineer for 38,000 seat new ballpark for the Miami Marlins with a retractable roof.		
c.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED
	Lockhart Stadium Ft. Lauderdale, Florida		PROFESSIONAL SERVICES CONSTRUCTION (If applicable)
			2019 2020
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm
	Structural Engineer for 18,000 seat stadium with a two-story 50,000 SF Training Center building. Expedited design and construction schedule of 7 months for the February 2020 opening date.		
d.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED
	JetBlue Park - Red Sox Training Facility Fort Myers, Florida		PROFESSIONAL SERVICES CONSTRUCTION (If applicable)
			2010 2012
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm
	Structural Engineer for 10,000 seat ballpark with a 50,000 SF two-story clubhouse, 6 bay batting tunnel, observation tower on a complex surrounded with field lighting.		
e.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED
	Coolray Field Gwinnett County, Georgia		PROFESSIONAL SERVICES CONSTRUCTION (If applicable)
			2008 2008
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm
	Structural Engineer for 10,427 seat minor league baseball park that is home to the Atlanta Braves for their spring training. Estimated Construction Cost of 76 Million.		

1.1.4 EXAMPLE PROJECTS & KEY PERSONNEL PARTICIPATION

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	
21. TITLE AND LOCATION (City and State) SOUTH LAKE REGIONAL PARK <i>Lake County, Florida</i>		1	
		22. YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		2021	Ongoing
23. PROJECT OWNER'S INFORMATION			
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER	
Lake County	Fred Schneider	(352) 343-2600	

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

South Lake Regional Park is a 141.29-acre, multi-use, regional park located in South Lake County. The park consists of baseball fields, softball fields, soccer fields, cricket fields, multi-use fields, basketball courts, tennis courts, sand volleyball courts, pavilion, playground, equipment buildings, multi-use trail, parking lots and access drives, a stormwater management system, lift station, and water services.

The site design included a SJRWMD master site grading permit and an overall construction plan permit. Halfff was responsible for all civil design components of the project. The project site was located on an existing site with more than 50 feet of elevation change. Halfff was able to properly grade the site to meet all ADA requirements to make it a user-friendly park.

PROJECT RELEVANCY

- ✓ Adult and youth softball fields
- ✓ Multi-purpose fields
- ✓ Entertainment and tourism draw
- ✓ Increase the region's profile among Central Florida sports leagues
- ✓ Amenities including cricket fields, basketball courts, tennis courts, multi-use trail
- ✓ Multi-phase project

\$ COST: \$17,000,000 (Construction)



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
	Halfff Associates, Inc.	Tavares, Florida	Prime

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	
21. TITLE AND LOCATION (City and State) WEST PARK SPORTS COMPLEX <i>City of Clermont, Florida</i>		22. YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		2011	2011
23. PROJECT OWNER'S INFORMATION			
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER	
City of Clermont	Scott Davidoff	(352) 241-7352	
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)			

West Park was an existing Clermont Park with one softball field and a rundown baseball field. Due to the City's growth, and the subsequent need for little league fields, the City decided to completely renovate this park.

Halff provided the design, permit, and construction oversight services on an accelerated schedule to have grass down in early fall for the fields to be ready for play in the spring. This fast-track project was completed on time and within budget.

The renovation consisted of:

- Construction of two official little league baseball fields
- Under-drain systems to quickly dry the fields after rain events
- Practice field
- Paved and grassed parking

- Batting cages
- New musco lighting system
- Concession stand with bathrooms and equipment storage

\$ COST

\$389,000

PROJECT RELEVANCY

- ✓ Youth softball & baseball fields
- ✓ Renovation project
- ✓ Fast-track schedule, completed on time, on budget
- ✓ Amenities include concession stand, paved trail
- ✓ Picnic shelters, restrooms, walking trails



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
	Halff Associates, Inc.	Tavares, Florida	Prime
b.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
	Andreyev Engineering, Inc.	Clermont, Florida	Subconsultant

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	
21. TITLE AND LOCATION (City and State) MOUNT DORA CHRISTIAN ACADEMY FOOTBALL/TRACK & FIELD STADIUM <i>Mount Dora, Florida</i>		3	
		22. YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		2017	2017
23. PROJECT OWNER'S INFORMATION			
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER	
Mount Dora Christian Academy	Dr. James Moore	(352) 383-2155	
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)			

The Mount Dora Christian Academy football/track and field needed an upgrade to address a number of issues, challenges, and requirements. Halff, already a long-term engineering provider to the academy, was tapped to design the new facility and provided all survey, engineering design, permitting, and construction administration services.

The new design widened and lengthened the old track to meet new high school standards (meters vs. yards) and additional track lanes were added.

To meet ADA accessibility requirements, the Halff design involved cutting into the steep slopes on the east and west side of the existing field and building a retaining wall so bleachers could be installed.

Managing the ground water around the track was another issue and proper drainage was incorporated into the design to eliminate standing water.

Halff worked with the school and ball field experts to discuss other features that needed to be addressed. The team ensured that the geometry was appropriately sized while ensuring ample room for participants to compete.

Ease of maintenance was a key component in the design. The football field has synthetic turf—specifically chosen for ease of maintenance and durability. The school did not have a separate practice field for football and soccer, so the field needed to be ready for games after practices. The turf maintains the same structure and allowed the field to remain play-ready. The field also incorporated used coconut husks into the turf versus black rubber. The coconut husks are eco-friendly and keep the field much cooler than the black rubber which is an important feature for the hot Florida climate.

\$ COST

\$4,500,000 (Construction)



PROJECT RELEVANCY

- ✓ Large, complex project
- ✓ First and only turf field in Lake County
- ✓ One of the best stadiums in all Central FL
- ✓ Multi-purpose fields
- ✓ Entertainment and tourism draw
- ✓ Same local team members worked on this project

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME Halff Associates, Inc.	(2) FIRM LOCATION (City and State) Tavares, Florida	(3) ROLE Prime
b.	(1) FIRM NAME Andreyev Engineering, Inc.	(2) FIRM LOCATION (City and State) Clermont, Florida	(3) ROLE Subconsultant
c.	(1) FIRM NAME Electric Services, Inc.	(2) FIRM LOCATION (City and State) Leesburg, Florida	(3) ROLE Subconsultant

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 4	
21. TITLE AND LOCATION (City and State) MISSION OF HOPE ATHLETIC COMPLEX <i>Haiti</i>		22. YEAR COMPLETED PROFESSIONAL SERVICES: 2019 CONSTRUCTION (If applicable): On Hold	
23. PROJECT OWNER'S INFORMATION			
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER	
Mission of Hope	David McCaskill	(817) 291-7979	
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)			

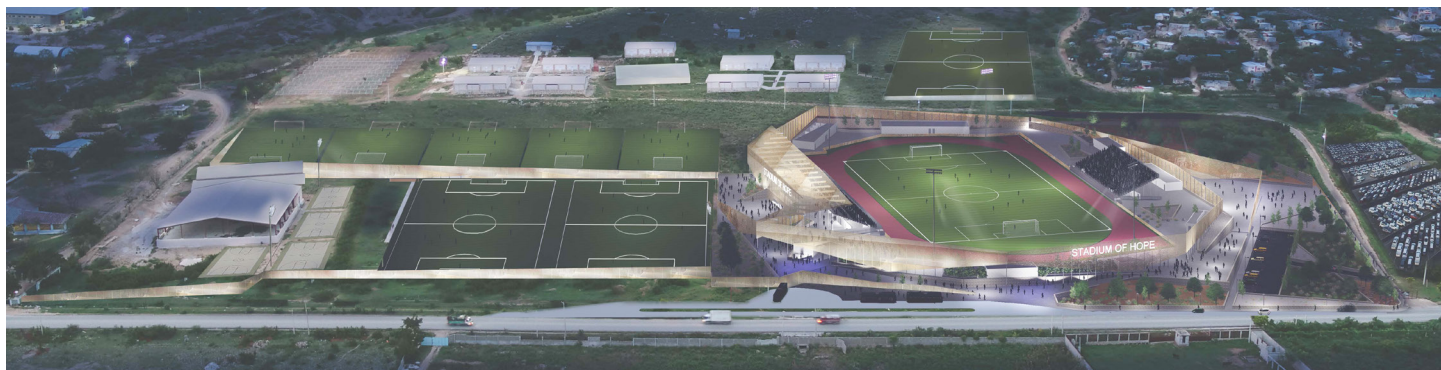
Mission of Hope is a mission (MOH) organization out of Austin, Texas, that has a heart for the people of Haiti. One of the ways Mission of Hope planned to connect with the people of Haiti was through sports. To reach the people, MOH set a plan in place to create a soccer complex as a means of outreach. A large part of the funding for this effort was provided by Carson Wentz, quarterback of the Indianapolis Colts.

Prior to joining Halff, David McCaskill prepared a master plan for the development of this complex. The master plan included three full-size soccer fields, five smaller practice fields, and a 5,000 seat stadium. David worked with HKS Architects on a master plan for this stadium. Upon completion of the master plan, David prepared plans for the first phase of development which included the two full-size fields. Construction began on this project until civil unrest in the country brought the work to a halt. Recently the situation in Haiti has changed enough that construction on one of the two fields is complete.

During the work shut down, Mission of Hope decided to move forward with Phase 2. After joining Halff, David began work on Phase 2, which included design of the five lighted practice fields. The design for this project phase was split between the Halff Richardson and Tampa offices. The design is complete and is awaiting things to stabilize in Haiti and funding goals to be met so construction can begin.

\$ COST

\$25,000,000 (Master Plan)



PROJECT RELEVANCY

- ✓ Work between Tampa and Texas offices
- ✓ Multi-purpose fields
- ✓ Entertainment and tourism draw
- ✓ Multi-phase project



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME Halff Associates, Inc.	(2) FIRM LOCATION (City and State) Tampa Florida	(3) ROLE Prime
b.	(1) FIRM NAME Halff Associates, Inc.	(2) FIRM LOCATION (City and State) Richardson, Florida	(3) ROLE Prime

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	
21. TITLE AND LOCATION (City and State) MAJESTIC BALL PARK <i>City of Hot Springs, Arkansas</i>		5	
		22. YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		2021	2021
23. PROJECT OWNER'S INFORMATION			
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER	
Hot Springs Advertising and Promotions	Steve Arrison, CEO	(501) 321-2024	
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)			

The historic location served as the spring training facility for the Boston Red Sox, Cincinnati Reds, Brooklyn Dodgers and St. Louis Browns. With baseball hall of famers such as Babe Ruth, Hank Aaron, Ty Cobb, Jackie Robinson and many more, this park plan is set to tell the story of baseball in Hot Springs. Halff prepared a unique master plan and construction documents for the five-field (artificial turf) baseball complex. The park includes four little league fields, one college size field with grandstand, terraced seating areas with custom shade structures, and amenities. Red brick, steel trusses, metal roofing, and site furnishing details throughout the park are intended to create a facility like non-other.

The site was not without challenges. In addition to the small property size for five fields, there is an overhead utility easement that runs along the entire east side of the park that created the need for thoughtful placement of sports lighting poles. Since the site is located with the floodplain, careful planning of field elevations in conjunction with projected flood

modeling was needed to provide a no-rise impact on the site. Questionable soils required bridging of sub-base for the fields and a steep hillside had to be manipulated to fit the program needs on site.

Link: <https://www.youtube.com/watch?v=x-Jxek1wzD8>

\$ COST

\$7,800,000

PROJECT RELEVANCY

- ✓ Baseball/softball fields
- ✓ Multi-purpose fields
- ✓ Entertainment and tourism draw
- ✓ Renovation project



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT		
a.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)
	Halff Associates, Inc.	Little Rock, Arkansas
		(3) ROLE
		Prime

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 6	
21. TITLE AND LOCATION (City and State) AC CAPLINGER SPORTS COMPLEX <i>City of Edmond, Oklahoma</i>		22. YEAR COMPLETED PROFESSIONAL SERVICES Ongoing CONSTRUCTION (If applicable) Ongoing	
23. PROJECT OWNER'S INFORMATION			
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER	
City of Edmond	Craig Dishman	(405) 359-4630	
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)			

Halfff worked with the City of Edmond to develop an overall master plan to guide the renovation of the existing AC Caplinger Sports Complex located within EC Hafer Park.

The park is currently home to 12 youth baseball fields of various age groups, multiple community events including Liberty Fest, and the City's parks maintenance facility. Halfff's role as team lead and landscape architect is to work with City staff and stakeholders to create a premier youth sports complex, drawing major baseball tournaments to the region and creating an economic catalyst for the City.

The proposed improvements will include updated site infrastructure—drives, additional parking and utilities, walks and trails, renovation of existing baseball fields and irrigation, new fields and irrigation, upgraded fencing and backstops, an additional rest room, large group pavilion with meeting locker

and meeting rooms, a playground and various player and spectator amenities.

\$ COST

\$6,600,000

PROJECT RELEVANCY

- ✓ Baseball/softball fields
- ✓ Multi-purpose fields
- ✓ Entertainment tourism draw
- ✓ Renovation project
- ✓ Multi-phase project



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
	Halfff Associates, Inc.	Oklahoma City, Oklahoma	Prime

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 7					
21. TITLE AND LOCATION (City and State) OLD SETTLERS PARK SPORTS COMPLEX IMPROVEMENTS <i>City of Round Rock, Texas</i>		22. YEAR COMPLETED <table border="1"> <tr> <th>PROFESSIONAL SERVICES</th> <th>CONSTRUCTION (If applicable)</th> </tr> <tr> <td>2020</td> <td>2021</td> </tr> </table>		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	2020	2021
PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)						
2020	2021						
23. PROJECT OWNER'S INFORMATION							
a. PROJECT OWNER City of Round Rock	b. POINT OF CONTACT NAME David Buzzell	c. POINT OF CONTACT TELEPHONE NUMBER (512) 341-3345					
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)							

Halff assisted the City in the planning and design for the renovation of 20 youth baseball fields, the addition of five girls fast pitch fields, enhanced stadium spectator seating areas, common play areas, informational kiosks, concession and restroom renovations, entry signs, and wayfinding, tail gate islands, and parking and infrastructure improvements. Construction was complete in 11 months. The improvements were part of the City's tourism initiative for The Sports Capital of Texas. Subsequent to the completion of the youth ball field complex, Halff assisted the City in the design of dedicated adult outdoor recreation facilities. The facility includes two softball fields, one super-flex multi-purpose field, covered basketball court, covered half-wall outdoor soccer field, volleyball courts, ninja-warrior training system, social lawn for concert events, washer/corn hole/horse shoe pits, and social "hub" bar and deck seating. The project is phased with the first

phase consisting of two softball flex fields, elevated spectator areas, restroom, parking, and other infrastructure.

\$ COST

Phase 1 Budget: \$22 million, youth fields complete 2010
Phase 2 Budget: \$2.5 million, adult fields complete 2021
Phase 3 Budget: \$6.5 million, adult complex completion, TBD

PROJECT RELEVANCY

- ✓ Baseball/softball fields
- ✓ Multi-purpose fields
- ✓ Entertainment tourism draw
- ✓ Multi-phase project



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
	Halff Associates, Inc.	Austin, Texas	Prime

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 8					
21. TITLE AND LOCATION (City and State) I240 SPORTS COMPLEX <i>City of Oklahoma City, Oklahoma</i>		22. YEAR COMPLETED <table border="1"> <tr> <th>PROFESSIONAL SERVICES</th> <th>CONSTRUCTION (If applicable)</th> </tr> <tr> <td>2021</td> <td>2021</td> </tr> </table>		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	2021	2021
PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)						
2021	2021						
23. PROJECT OWNER'S INFORMATION							
a. PROJECT OWNER City of Oklahoma City	b. POINT OF CONTACT NAME Brandon Boydston	c. POINT OF CONTACT TELEPHONE NUMBER (405) 297-2293					
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)							

The I-240 Sports Complex involved the master planning, design development, and construction documentation for the renovation and future expansion of an existing softball facility. Phased renovations will ultimately include eight lighted softball fields, two concession stands, a playground, spectator amenities, and shade pavilions.

Halff's responsibilities included renovation of the existing eight-field baseball complex. The preliminary report considered all aspects of the proposed streets, parking lighting, finished grading and drainage, right of way, and utilities. The drainage study provided all necessary additional drainage requirements. The construction plans and specifications were based on the approved preliminary report and within the scope of work.

\$ COST

\$4,600,000

PROJECT RELEVANCY

- ✓ Baseball/softball fields
- ✓ Multi purpose fields
- ✓ Entertainment and tourism draw
- ✓ Renovation project
- ✓ Multi-phase project



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT		
a.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)
	Halff Associates, Inc.	Oklahoma City, Oklahoma
		(3) ROLE
		Prime

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	
21. TITLE AND LOCATION (City and State) IMG ACADEMY BASEBALL COMPLEX <i>Bradenton, Florida</i>		9	
		22. YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		2014	2014
23. PROJECT OWNER'S INFORMATION			
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER	
IMG Academy	Chris Ciaccio	(941) 752-2435	
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)			

As part of the west campus expansion, IMG created a new four-field complex with two fungo fields, an indoor batting cage building, outdoor batting tunnels, pitcher bullpens, and a training hill. The illuminated stadium field features 60'-0" in ground dugouts including private restrooms. Accommodations also include new restrooms, concessions, ticket windows, and a store to purchase engaging merchandise. In order to make room available for every fan, elevated seating for 800 spectators has the ability to expand to 1,500 seats.

This project coincides with several other projects that totals in 500 acres and \$200 million. Fawley Bryant Architecture (FBA) has had a relationship with IMG since 2013. FBA has designed the Student Union, the Academic Center, dormitories, the Fieldhouse, the Soccer Complex, The Performance & Sports Science Center, The Baseball Complex, and an East Campus Main Gym.

\$ COST: \$1,300,000

PROJECT RELEVANCY

- ✓ Baseball/softball fields
- ✓ Multi-purpose fields
- ✓ Multi-phase project



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
	Fawley Bryant Architecture	Sarasota, FL	Architect

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	
21. TITLE AND LOCATION (City and State) BINGHAMTON UNIVERSITY BASEBALL STADIUM COMPLEX <i>Vestal, New York</i>		10	
		22. YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		Ongoing	Ongoing
23. PROJECT OWNER'S INFORMATION			
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER	
Binghamton University	Tim Sinicki	(607) 222-4968	
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)			

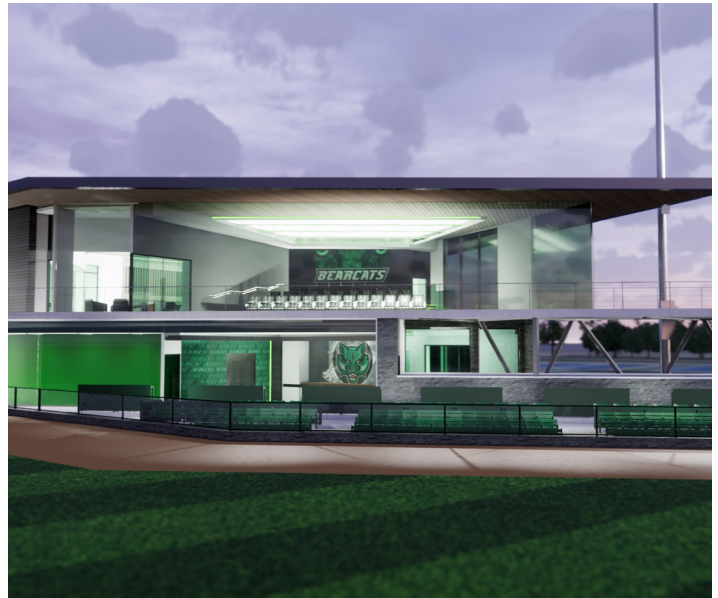
The Bingham University Baseball Complex includes a 38,000 SF fieldhouse that has been designed to upgrade the baseball program amenities. On the ground floor of the two-story structure will be a team locker room with custom lockers, team lounge, nutrition, high intensity interval training (HIIT) area, designated coaches' lockers, and state-of-the-art athletic training space with hydrotherapy pools.

The second level efficiently lays out coach and staff offices, video coaching, study space, conference rooms, support spaces, and a multi-purpose team meeting room with stadium seating overlooking first base.

During this, project stadium improvements were made to create a better overall fan experience, and new seating and a themed concourse were added. Improvements also include a 7,500 SF VIP lounge, VIP viewing seats, and a press box structure positioned behind home base. Within the building are restrooms, concessions, team store, and mechanical support for the facility. Extending down the third base line, berm seating was added along with an umpire locker room and visiting team restrooms.

\$ COST

Phase I: \$55,000,000



PROJECT RELEVANCY

- ✓ Baseball/softball field
- ✓ NCAA Division 1 field
- ✓ Entertainment and tourism draw

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
	Fawley Bryant Architecture	Sarasota, FL	Architect

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
Chuck Hiott, PE	Principal-in-Charge		X								
David McCaskill, PLA	Project Manager				X	X	X		X		
Martin Steffen, PLA	Deputy Project Manager				X						
Brian Binkowski, PLA, ASLA	QA/QC							X			
Duane Booth, PE	Civil Engineering	X	X	X	X						
Brad Bublitz	Civil Engineering	X	X	X	X						
Bill Richmond, ASLA, AICP*	Landscape Architecture		*Less than 1 year with Halff								
John McGlohorn, PSM	Survey	X									
Raymond Jones, PE	Geotechnical		X	X							
Wood Brazill, PE	Electrical/Lighting			X							
Steve Padgett, AIA, NCARB	Architecture									X	X
Kirk Bauer	Architecture									X	X

29. EXAMPLE PROJECTS KEY			
NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)	NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1	South Lake Regional Park	6	AC Caplinger Sports Complex
2	West Park Baseball Complex	7	Old Settlers Park Sports Complex Improvements
3	Mount Dora Christian Academy Track and Field	8	I240 Sports Complex
4	Mission of Hope	9	IMG Academy Baseball Complex
5	Majestic Ball Park	10	Binghamton University Baseball Stadium Complex

1.1.5 ADDITIONAL INFORMATION

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

Firm Information

Halff Associates, Inc. (Corporation)

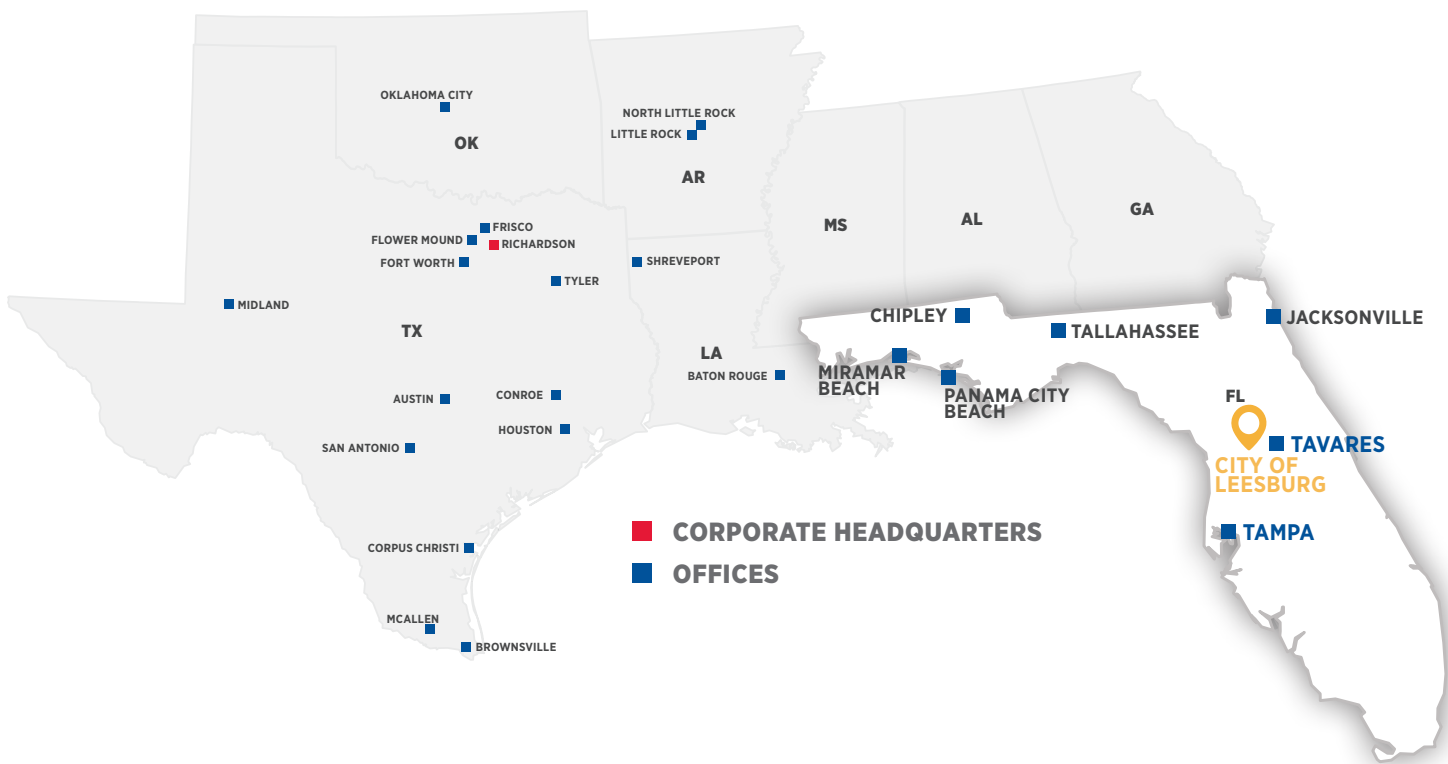
Headquarters: 1201 N. Bowser Rd, Richardson, TX 75081

Our Lake County office, located at 902 North Sinclair Avenue in Tavares, will serve as the primary office responsible for the project management, coordination, and administration of this contract with support from Halff's other Florida and Texas locations. We are an innovative firm committed to providing value with creative solutions to design challenges.

Primary Point of Contact: David McCaskill, PLA
dmccaskill@halff.com | (214) 346-6304

Firm Qualifications

Halff is an employee-owned, full-service engineering and architecture firm with 27 offices in Florida, Arkansas, Texas, Oklahoma, and Louisiana. The firm's staff of 1,200 includes engineers, architects, planners, scientists and surveyors. Halff is ranked No. 102 in *Engineering News-Record* magazine's list of the top 500 design firms in the United States. The firm was founded in 1950 by Albert H. Halff, PhD-Eng., PE. Today Halff preserves Dr. Halff's legacy of integrity, dedication to client service and commitment to quality.



Brian Binkowski, PLA (QA/QC Manager), was part of the design team that worked on the renovation of Round Rock's twenty field baseball/softball complex and construction of a five field new complex. **Brian and the team did a great job designing the renovation of a 25+ year old complex to meet the needs of the local leagues and tournaments that call Round Rock home.**

David Buzzell, PLA, CPRP

Assistant Director of Parks and Recreation, Referring to Old Settlers Park

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

ALL SERVICES UNDER ONE ROOF

Halff is a unique regional consulting firm that has provided full-service architecture, engineering, and related services for decades. We are committed to fostering a culture of collaboration, and delivering unwaveringly high-quality results for our clients. Our passion is providing smarter solutions with a distinctly human touch for everyone we serve. The following are our in-house services and expertise Halff performs:

- Architecture
- Planning and landscape architecture
- Construction services
- Environmental
- Geographic information systems
- Intelligent transportation systems
- Land and site development
- Mechanical/electrical/plumbing engineering
- Oil and gas
- Civil engineering
- Right of way acquisition
- Software development
- Structural engineering
- Subsurface utility engineering/utility coordination
- Surveying
- Transportation
- Visualization
- Water resources
- Water utilities

Planning & Landscape Architecture

Halff's Planning and Landscape Architecture Practice brings 30+ years of expertise in sports complexes, parks, trails and connectivity, engagement, recreation and strategic planning for park departments. This expertise will all come to play in developing a realistic road map for your project.

We have completed sports complex designs for many similar-sized communities that demonstrate a thorough understanding of the challenges communities face, particularly related to funding, developing, and maintaining sports complex facilities.

Halff is committed to shaping and revitalizing communities as well as generating economic growth through creative, sustainable and implementable planning solutions. Our plans provide visionary guidance for the community's future and a clear road map of actions that can be readily implemented. By weaving together culture, identity and space, Halff's planning, urban design, and landscape architecture professionals continue the firm's community planning and design legacy that began more than 30 years ago.

**PEOPLE**

We transform the lives of the people we serve. Our ideas serve the people who use them through an informed understanding of their needs and desires for moving forward.

**PLACE**

Our legacy is embodied in the places we bring to life. Our ideas create inspiring and usable places which foster strong, lasting connections for the people who use them.

**PLANET**

We are stewards of our environment. Our ideas preserve and conserve our most valued assets and focus on creating sustainable and resilient outcomes.

**PROSPERITY**

An enduring future must also be fiscally-sustaining. Our ideas embrace the difficult decisions necessary to create opportunities to grow and create lasting value.

H. ADDITIONAL INFORMATION

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The Halff team is passionate about the development of sports, entertainment, and tourism facilities. As professionals, there is no greater thrill than to see people enjoying the spaces and facilities we have had a hand in developing. This section includes the following information:

**SUBCONSULTANT FIRM INFORMATION****Page 40****EXECUTIVE SUMMARY****Page 41****SPORTS COMPLEX MATRIX****Page 42****ADDITIONAL RELEVANT PROJECT EXPERIENCE****Page 44**

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

Subconsultant Firm Information

ANDREYEV ENGINEERING, INC.

Role: Geotechnical



Andreyev Engineering, Inc. (AEI) was founded in 1993, and is a professional consulting engineering firm offering a wide range of Geotechnical, Hydrogeological, Environmental and Materials Testing services. Their capability in this highly specialized field of practice results from extensive hands-on local experience. With offices in Sanford, St. Petersburg, Clermont and The Villages, they specialize in providing practical solutions to complex technical issues involving soil and groundwater. AEI has worked with Halff on many projects within Lake County including the Mount Dora Christian Academy Football and Track project.

ELECTRIC SERVICES, INC.

Role: Electrical/Lighting



ESI has been located in within the City of Leesburg since 1965, and in 2002 became a state registered engineering firm in addition to their continued electrical contracting license. ESI has completed the design of multiple park type facilities and downtown streetscape projects. Many of these projects were completed with Halff. Projects have included government facilities such as sports field complexes, courthouses, fire stations, storm water lift stations, sewer lift stations, potable wells, airport facilities, and schools.

SPORTS FACILITIES COMPANIES

Role: Feasibility



Founded in 2003, the services provided by SFC were born out of customer demand for better alignment between facility design and operations. SFC is the largest and fastest growing network of sports and recreation facilities in the country. SFC is the youth and amateur sports industry leader in outsourced facility management.

AMANDA WETTSTEIN

Role: Public Involvement



Amanda Wettstein, APR, CPRC (Mandy) has more than 25 years of experience in public and government relations. Specializing in the areas of land use, public outreach, and economic development, Mandy understands the complexities facing both clients and government officials during the tenure of a project. Mandy is highly accredited in her field of expertise, and has won multiple awards, including FPRA Communicator of the Year. She is highly involved in community and serves on a many different boards.

FAWLEY BRYANT

Role: Architecture



Fawley Bryant's expertise in master planning, sports and recreation facilities includes having worked with the Pittsburgh Pirates since 1997 on all of their spring training facilities at LECOM Park and Pirate City. These projects included the major stadium renovation to expand seating, added 360-degree boardwalk, MLB player home and visitor clubhouses, expanded restrooms and concessions, batting cages, a strength and conditioning center and the Pirate City dormitories.

They have led the \$200 million master plan and expansion of the highly publicized IMG Academy. This internationally recognized facility provides amateur and professional sports training and includes the latest in sports performance design. Select projects include the Gatorade Sports Science Institute, Fieldhouse, Strength and Performance Center, baseball clover and stadium field, Campus Student Union, academic center, and residence hall complex.

SMITH SECKMAN REID, INC.

Role: MEP



Smith Seckman Reid, Inc. is a 100% employee-owned engineering and consulting firm that believes in putting people first. Clients are the driving force behind their dedication to providing engineering, commissioning, sustainability, and technology + equipment planning solutions. Leveraging their more than 50 years of expertise and experience, they are focused on providing exceptional client experiences.

BLISS & NYITRAY, INC.

Role: Structural



Bliss & Nyitray, Inc. (BNI) is headquartered in Miami, Florida. Founded in 1955, they have provided a full range of Structural Engineering, Value Engineering and Inspection Services of recognized high quality to a variety of private and governmental clients throughout the Eastern United States and the Caribbean. They are not complacent about the future; they continually upgrade staff skills, utilize the latest in technological advances and remain current on building codes by actively participating in their formation.

H. ADDITIONAL INFORMATION

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Executive Summary

Halff Associates Inc. is excited to submit our Statement of Qualifications for the City of Leesburg – Sleepy Hollow Sports Complex Improvements Design. Our team brings a local presence combined with national expertise. We are ready to work diligently with the City of Leesburg to design a beautiful, functional, sustainable sports complex that will become a highly appreciated community asset and a regional/national draw for sports tourism. Our goal is to create a complex that will be an economic catalyst and will entice people to visit and spend time in Leesburg and Lake County.

Based on our visits to the site to document existing conditions and our understanding of the project, the ideas have already begun to percolate! We believe that you have an opportunity to develop a sports complex that could become one of the premier tournament destinations in the country. Our team is uniquely qualified to provide unsurpassed service to the City of Leesburg because of the tremendous amount of experience our key team members have with athletic complex design. The Halff team enjoys creating exceptional sports and recreational facilities that improve quality of life, promote healthy lifestyles, and generate an economic return to the community. We offer the following benefits to the City of Leesburg:

- **50+ sports complexes planned and/or designed by Halff in the last 10 years.** Our team of experts are ready to tackle the unique needs and challenges associated with this project. As demonstrated in our attached response, our perspective and depth of understanding sets us apart. We know how to balance program needs, aesthetic features, and core functions to create an exciting destination complex for baseball/softball events, spectator opportunities/amenities, league & tournament play, economic return, and operational efficiencies.
- **Experienced team of specialists.** Our core team members of landscape architects, civil engineers, architects, environmental scientists, operations technical advisors, and sports lighting engineers—have more than 100 years of combined experience working on similar projects. The team of subconsultants Halff has assembled for this project were specifically selected because of their experience in the planning and design of sports complexes. As an added benefit, all our subconsultant team members are based in Florida with a majority of them based in the Lake County area.
- **Cost-effective and responsive team with local knowledge.** Halff's office in Tavares is a quick 15-minute drive from the Sleepy Hollow Sports Complex. This proximity enables us to provide a cost-effective and

responsive team. Local team members assigned to this project, along with subconsultant Amanda Wettstein, have a very comprehensive understanding of how to get things done with the City of Leesburg and an in-depth knowledge of the Sleepy Hollow Sports Complex project itself.

- **Enthusiasm and respect.** We approach each project with a high level of enthusiasm and respect for its individuality and character. We are eager to work with the City of Leesburg to enhance its solid portfolio of parks and recreation facilities.



Old Settlers Park Sports Complex, Round Rock, Texas

Sports Complex Matrix

Halff has worked with nearly 1,000 municipal clients across the U.S. Southwest. Our key leadership has 70+ years of experience providing client and community-focused services that help foster community growth, development, vision, and implementation. With hundreds of municipalities comprising a state, each does things just a bit differently. We take the time to understand the unique characteristics of each client and their customers to provide solutions that achieve their specific needs of each. We provide comprehensive services while meeting the objectives of project stakeholders. Below is a sampling of similar sports complex projects performed for relevant clients within the past 5 years.

SPORTS COMPLEXES	Acres	Design	Master Plan	Feasibility Study	Baseball / Softball	Soccer / Football / Lacrosse	Volleyball	Basketball / Multi-use Court	Horseshoes / Washers / Bocce	Playgrounds / Splash Pads	Concession / Restroom / Storage	Water Activities	Trails / Nature Area / Open Space	Entrance / Identity	Landscape / Irrigation	Utility Infrastructure	Roads / Parking
First Baptist Church Softball Field, Umatilla, FL	2				●												
West Park Sports Complex, Clermont, FL	7.5	●			●	●					●					●	●
Woodlea Road Sports Complex, City of Tavares, FL	30	●	●		●						●						
Lincoln Ave Community Park, City of Mount Dora, FL	20	●	●		●	●	●	●									
South Lake Regional Park, Lake County, FL	141				●	●		●		●	●						
East Lake Community Park, Lake County, FL	70	●									●						
Mount Dora Christian Academy Football/Track and Field, Mount Dora, FL	44	●				●							●		●		
Fruitland Park Football/Soccer Complex, City of Fruitland Park	7	●				●											
Hickory Point Recreational Complex, Lake County, FL	68	●				●				●	●	●					●
Hickory Point Soccer Complex, Lake County, FL	13					●					●						●
City of Hot Springs, Majestic Park, AR	15	●	●		●					●	●			●	●	●	●
City of Conway, Soccer Complex, AR	50		●			●				●	●	●	●				●
City of Conway, City of Colleges Park, AR	26	●			●					●	●		●		●	●	●
City of Conway, Laurel Park Tennis Center, AR	5	●									●				●	●	●
City of Norman, Reaves Park Sports Complex Phase 1, OK	80	●	●		●					●	●	●	●	●	●	●	●
City of Edmond, AC Caplinger Sports Complex, OK	30	●	●		●					●	●	●	●	●	●	●	●
City of Euless, Texas Softball World Renovation, TX	11	●			●												
City of Round Rock, Old Settlers Park Adult Sports Complex, TX	32	●	●		●	●	●	●	●	●	●		●	●	●	●	●
City of Wylie, Founders Park, TX	25	●	●		●	●		●		●	●		●	●	●	●	●
City of Haines City, Lake Eva Community Park, FL	28	●	●					●		●	●		●	●	●	●	●
City of Burkburnett, Sports Complex Feasibility, TX	30			●	●					●				●	●	●	●
City of Hobbs, Ranchview Ball Fields Master Plan, NM	40		●		●					●				●	●	●	●
City of Bedford, Boys Ranch Park, TX	60	●	●		●					●	●		●		●	●	●
City of College Station, Southeast Community Park, TX (Ph1)	66	●	●	●	●					●				●	●	●	●
City of College Station, Southeast Community Park Master Plan & Preliminary Engineering Report, TX (Ph1)	66		●	●	●	●				●	●		●	●	●	●	●
City of Fairview, Specht Park, OK	70		●		●			●		●	●	●	●				
City of McAllen, Youth Sports Complex Master Plan, TX	80		●		●	●	●	●		●		●	●	●	●	●	●
City of El Paso, Eastside Athletic Complex Master Plan, TX	90		●		●	●	●	●		●	●	●	●	●	●	●	●

SPORTS COMPLEXES	Acres	Design	Master Plan	Feasibility Study	Baseball / Softball	Soccer / Football / Lacrosse	Volleyball	Basketball / Multi-use Court	Horseshoes / Washers / Bocce	Playgrounds / Splash Pads	Concession / Restroom / Storage	Water Activities	Trails / Nature Area / Open Space	Entrance / Identity	Landscape / Irrigation	Utility Infrastructure	Roads / Parking
City of Pflugerville Sports Complex Master Plan, TX	100		●		●	●				●		●	●	●	●	●	●
City of Auburndale, Lake Myrtle Sports Complex, FL	142	●	●		●	●				●			●	●	●	●	●
City of Midland, Hogan Park, Midland, TX	120	●	●	●	●	●	●	●	●	●	●		●	●	●	●	●
Hart-Patterson Track & Field Redevelopment, Waco, TX	57		●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Interstate 240 Sports Complex, Oklahoma City OK	19.5	●			●					●	●		●	●	●	●	●
Mitch Park Sports Fields, Edmond, OK	76		●		●	●	●		●	●	●		●	●	●	●	●
Bryan Super Park Master Plan, Bryan, TX	250		●		●	●	●		●	●	●		●	●	●	●	●
Jones Park, Pharr, TX	30	●	●		●	●				●	●		●	●	●	●	●
Carver Lytle Parks Master Plan, Kerrville, TX	3		●		●	●			●	●	●		●	●	●	●	●
Simmers-Young Park, Winter Haven, FL	166	●	●		●	●				●	●		●	●	●	●	●
Westside Sports Complex, El Paso, TX	40	●	●		●	●		●		●	●			●	●	●	●
Jefferson Park, Hobbs, NM	10	●			●					●	●		●	●			●
Katy Soccer Complex Master Plan, Denison, TX	6		●			●	●	●	●	●	●	●	●		●	●	●
Sting - Lake Forest Soccer Complex, McKinney, TX	33	●	●			●		●			●			●	●	●	●
Sting - Hutto Soccer Complex, Hutto, TX	10	●	●			●		●			●			●	●	●	●
Blue Ridge Soccer Fields, Houston, TX	8	●		●		●					●				●	●	●
Hogan Park Master Plan, Midland, TX	620		●		●	●	●	●	●	●	●		●	●	●	●	●
Edgewater Park, Bryan, TX	10	●				●		●		●	●		●	●	●	●	●
Unity Park Softball Field, Highland Village, TX	3	●			●						●					●	●
Wilson Creek Park / Athletic Complex Master Plan, Celina, TX	150		●			●	●	●		●	●		●	●	●	●	●
Dr. William Long Park, Pharr, TX	20	●	●		●	●				●	●		●	●	●	●	●
Deer Park Softball Complex, Deer Park, TX	20	●			●						●			●	●	●	●
Deer Park Soccer Complex, Deer Park, TX	35	●				●					●			●	●	●	●
McAllen Softball Complex, McAllen, TX	21.5	●			●			●			●			●	●	●	●
Veterans Park Athletic Complex Build-Out Ph1B, College Station, TX	150	●				●				●	●			●	●	●	●
Veterans Park Athletic Complex Build-Out Ph1, College Station, TX	150	●				●				●	●			●	●	●	●
Allen & William Arnold Park, Pharr TX	22	●	●		●	●		●		●	●		●	●	●	●	●
Lakeline Park Master Plan, Cedar Park, TX	185		●		●	●	●	●	●	●	●	●	●	●	●	●	●
Fritz Park, Hutto, TX	20	●	●		●	●				●	●		●	●	●	●	●
Deer Park Spencerview Baseball Complex, Deer Park, TX	10	●			●						●				●	●	●
Pflugerville Sports Complex Master Plan, Pflugerville, TX	100		●		●	●				●	●	●	●	●	●	●	●
McAllen Youth Sports Complex Master Plan, McAllen, TX	80		●		●	●	●	●		●	●	●	●	●	●	●	●
Specht Park, Fairview, OK	70		●		●		●	●	●				●				
Taylor Ranch, Hobbs, NM	200		●		●	●	●	●	●	●	●	●	●	●	●	●	●
Justin Athletic Complex, Justin, TX	15	●	●		●	●		●		●	●	●	●	●	●	●	●

H. ADDITIONAL INFORMATION

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Additional Relevant Projects



Reaves Park Sports Complex City of Norman, Oklahoma



Halff worked with the City of Norman to develop an overall master plan to guide the **renovation** of Reaves Park, located near the University of Oklahoma. Phase one, estimated at \$7.4 million, will include new site infrastructure—drives, parking and utilities, a partial renovation of four existing youth baseball fields, a new four field little league complex on the former maintenance facility site, a new four field softball complex, two new prep baseball fields, new concession and rest room buildings, and various player and spectator amenities. Future phases will include a complete renovation of four existing youth baseball fields, renovation of the Reaves Garden Center, arboretum and picnic area. Additional improvements will include festival and pedestrian amenities, picnic pavilions, paths, a park rest room and pavilion, spray ground, inclusive baseball and playground facilities, and a performance area on the lake.

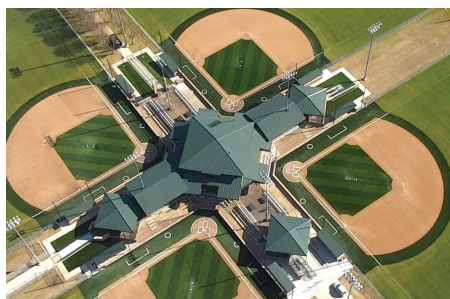
Link: <https://www.youtube.com/watch?v=ilnpS55bajs>

✓ COMPLETED

January 2021

📞 REFERENCE

Dan Caley, Director of Facilities
Rogers Public Schools
(479) 636-5421
dan.caley@rpsar.net



Texas Star Softball World Renovation City of Euless, Texas



✓ COMPLETED

May 2021

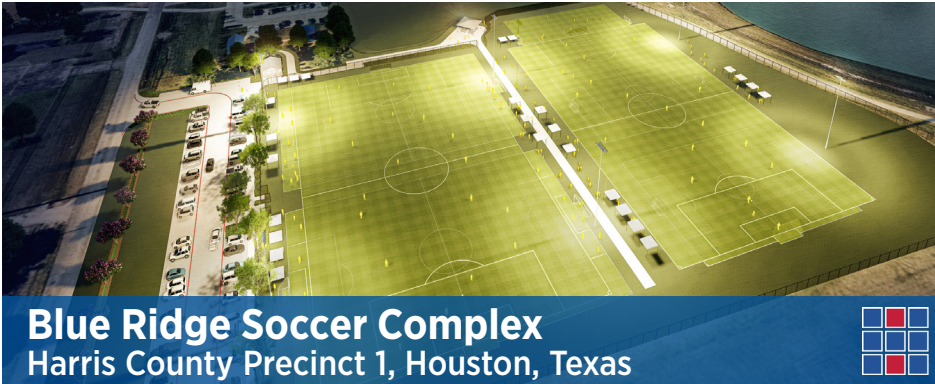
📞 REFERENCE

Ray McDonald
Director of Parks & Community
Services
City of Euless
(817) 635-1429
rmcdonald@ci.euless.tx.us

Softball World was a private 4 field adult softball complex located across the street from the extremely successful Parks at Texas Star Sports Complex. In 2017 the City of Euless purchased Softball World with the intention of ultimately incorporating these fields into the Parks at Texas Star Sports Complex. As 2019 rolled around The City of Euless began the process of upgrading Softball World to make it look and feel like it was part of the Parks at Texas Star. In unique contracting arrangement the City of Euless selected an architect lead team to upgrade the buildings, grandstands and the plaza areas between the fields. Under a separate contract Halff was selected to upgrade the backstop, dugouts and foul line fencing. Halff designed a net backstop system for all four fields, a new backstop wall, new dugouts and foul line fencing, and a masonry backstop wall that was the anchor for the backstop net and continued across the face of the dugout providing a seamless transition from backstop to dugout. As the construction vehicles pulled out of the complex late on a Friday afternoon in April of 2021 the organization team for a large regional weekend softball tournament pulled in. The complex upgrade has been a huge success and it now ties in seamlessly with the Parks at Texas Star Sports Complex.

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.



✓ COMPLETED

July 2021

📞 REFERENCE

Amar Mohite, Director of Planning and Infrastructure
Office of Commissioner Rodney Ellis
Harris County Precinct One
(713) 274-1014
Amar.Mohite@cp1.hctx.net

Half design professionals provided the design, layout, and park circulation for two adult-sized regulation soccer fields. Site and field grading was designed to balance the earthwork and avoid exported cut and imported fill. The grading also created visual interest with unique site planning and drainage solution. The design for the athletic field lighting will provide proper play illumination and site lighting provides safety and security of the facility. The soccer facility will complete this quadrant of the park's improvements by providing pedestrian access to new and existing park amenities, as well as acknowledges the existing linear green belt trail along the Sims Bayou in providing regional connectivity. A pre-manufactured restroom will offer comfort and convenience to park patrons. A large pavilion provides a place of refuge to shelter from weather, stage competitive soccer play events, and will landmark the park to the surrounding area. Park furnishings and thoughtful plantings complement the facility. This facility's design is compliant with the grant criteria from the Qatar Harvey Foundation.



Half provided this soccer complex master plan including 10 lighted soccer fields adjacent to Curtis Walker Park. An existing creek with large mature hardwoods runs across the property which created challenges for fitting the program elements on the site, but resulted in a unique layout. The pedestrian entrances to the majority of the fields including pedestrian bridges across the creek and under the large trees into a separated outdoor room of soccer fields. The master plan included an interior playground and a concession/restroom facility, a perimeter trail and internal sidewalk system, and preservation of existing mature hardwood trees along the creek. A large parking area for over 600 vehicles and a small parking lot to access a splash pad, pavilion, and a second restroom is also proposed.

✓ COMPLETED

January 2023 (est)

📞 REFERENCE

Steve Ibbotson
City of Conway, Parks and Recreation
(501) 450-6186
steve.ibbotson@conwayarkansas.gov

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.



The 70 acre Bedford Boys Ranch Park was previously the home of the Bedford Recreation, Senior and Outdoor Aquatics Center buildings as well as three substandard baseball and softball fields. The “Vision” for the Bedford Boys Ranch Park was to transform this existing park into a Destination/ Signature park that will be the “Central Park” of Bedford and the surrounding region. The project includes three new 275-foot baseball fields, a multi-purpose “Events Lawn” with two stages, multi-purpose fields for free and informal play and soccer, an outdoor Arts/Entertainment amphitheater, expanded and enhanced playgrounds, multi-purpose walking trails, a new 60,000 square foot multi-generational recreation and outdoor aquatics center, food truck court, landscaping and ancillary outdoor recreational amenities.

The project included a week long public/planning charrette, stakeholder work groups, and an online survey. Halff provided full landscape architecture, planning, civil, H&H, survey, structural engineering, MEP and architecture services. Master plan and design was completed in 2021 and construction is scheduled to be completed in the summer of 2022.

✓ **COMPLETED**

2021

📞 **REFERENCE**

City of Bedford
Gary Johnson
(817) 952-2176



Spring Training Complex
Atlanta, Georgia



FAWLEY BRYANT ARCHITECTURE

Hired by the Atlanta Braves to design and prepare the conceptual planning and due diligence phase of work, Fawley Bryant Architecture played a significant role in bringing the team’s Spring Training facility to Sarasota County. The Braves have consistently demonstrated their ability to operate ahead of the curve when it comes to the traditional sports business model. The design of Cool Today Park complex appropriately compliments the Braves’ passion for delivering an experience for their fans that is unparalleled in baseball.

✓ **COMPLETED**

2017

📞 **REFERENCE**

Atlanta Braves
Chip Moore
(404) 614-1330

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.



Early in 2012 the City of Bradenton, Manatee County, the Pittsburgh Pirates and Major League Baseball collaborated to make a \$9.7 million investment into LECOM Park (formerly known as McKechnie Field), Spring Training home of the Pittsburgh Pirates. The primary objective was to create “fan-friendly” renovations to the ballpark. Key elements of the stadium renovation included:

- 19,000 sf elevated boardwalk encircling the outfield.
- Addition of the “Kona Bar”, a popular tiki hut inspired attraction.
- Food Stations/Concessions
- Restrooms
- Access to an additional 2,000 covered outfield bleacher seats.
- Ground level plaza enhancing the fan experience with corporate and group gathering spaces served by a variety of food options.
- Bullpens, agility fields and batting cages became an added attraction as fans could view them from the boardwalk.

✓ **COMPLETED**

2018

📞 **REFERENCE**

Pittsburgh Pirates
Jeff Podobnik
(941) 747-3031 x4001

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

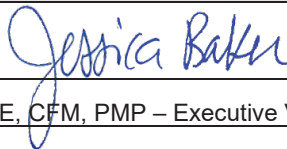
31. SIGNATURE

32. DATE

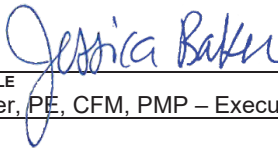
2/7/2022

33. NAME AND TITLE

Duane Booth, PE | Vice President

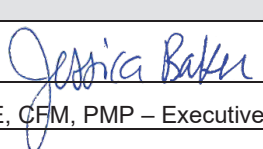
ARCHITECT-ENGINEER QUALIFICATIONS					1. SOLICITATION NUMBER (if any) 220103	
PART II – GENERAL QUALIFICATIONS <i>(If a firm has branch offices, complete for each specific branch office seeking work.)</i>						
2a. FIRM (OR BRANCH OFFICE) NAME Half Associates, Inc.				3. YEAR ESTABLISHED 1950		4. UNIQUE ENTITY IDENTIFIER 050131655
2b. STREET 1201 N Bowser Road				5. OWNERSHIP		
				a. TYPE Corporation		
2c. CITY Richardson		2d. STATE Texas	2e. ZIP CODE 75081	b. SMALL BUSINESS STATUS Large Business		
6a. POINT OF CONTACT NAME AND TITLE Jessica Baker, PE, CFM, PMP – Executive Vice President				7. NAME OF FIRM (if Block 2a is a Branch Office)		
6b. TELEPHONE NUMBER (214) 346-6200		6c. E-MAIL ADDRESS jbaker@half.com				
8a. FORMER FIRM NAME(S) (if any) N/A				8b. YEAR ESTABLISHED N/A		8c. UNIQUE ENTITY IDENTIFIER N/A
9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. No. of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
02	Administrative	150	60	A06	Airports; Terminals and Hangers; Freight Handling	3
06	Architect	14	13	B02	Bridges	5
08	CADD Technician	61	18	C10	Commercial Building; (low rise); Shopping Centers	8
10	Chemical Engineer	11	6	C12	Communications Systems; TV; Microwave	4
12	Civil Engineer	265	50	E02	Educational Facilities; Classrooms	5
14	Computer Programmer	27	24	E03	Electrical Studies and Design	5
15	Construction Inspector	40	9	E09	Environmental Impact Studies, Assessments or Statements	6
16	Construction Manager	11		G04	Geographic Information System Services: Development, Analysis, and Data Collection	6
21	Electrical Engineer	12	3	H07	Highways; Streets; Airfield Paving; Parking Lots	9
24	Enviro. Scientist	26	12	H09	Hospitals & Medical Facilities	4
29	GIS Specialist	37	12	H11	Housing (Residential, Multifamily, Apartments, Condominiums)	6
30	Geologist	8	7	I01	Industrial Buildings; Manufacturing Plants	6
38	Land Surveyor	88	32	L03	Landscape Architecture	7
39	Landscape Architect	41	8	P04	Pipelines (Cross-country—Liquid & Gas)	8
42	Mechanical Engineer	24	6	P06	Planning (Site, Installation and Project)	5
47	Planner Urban/Reg.	25	9	R11	Rivers; Canals; Waterways; Flood Control	8
57	Structural Engineer	16	5	S04	Sewage Collection, Treatment and Disposal	7
58	Technician/Analyst	69	22	S10	Surveying; Platting; Mapping: Flood Plain Studies	8
60	Transportation Engineer	83	16	S11	Sustainable Design	6
62	Water Resources Engineer	87	19	S13	Storm Water Handling & Facilities	7
Total		1,095	331	W03	Water Supply; Treatment and Distribution	6
11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (Insert revenue index number shown at right)				PROFESSIONAL SERVICES REVENUE INDEX NUMBER		
a. Federal Work		7		1. Less than \$ 100,000		
b. Non-Federal Work		10		2. \$ 100,000 to less than \$ 250,000		
c. Total Work		10		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 <i>The foregoing is a statement of facts.</i>						
a. SIGNATURE 				b. DATE October 6, 2021		
c. NAME AND TITLE Jessica Baker, PE, CFM, PMP – Executive Vice President						

STANDARD FORM 330 (REV. 7/2021)

ARCHITECT-ENGINEER QUALIFICATIONS					1. SOLICITATION NUMBER (if any) 220103	
PART II – GENERAL QUALIFICATIONS (If a firm has branch offices, complete for each specific branch office seeking work.)						
2a. FIRM (OR BRANCH OFFICE) NAME Halff Associates, Inc.				3. YEAR ESTABLISHED 1950		4. UNIQUE ENTITY IDENTIFIER 117114071
2b. STREET 1000 North Ashley Drive, Suite 900				5. OWNERSHIP a. TYPE Corporation		
2c. CITY Tampa		2d. STATE FL	2e. ZIP CODE 33602	b. SMALL BUSINESS STATUS Large Business		
6a. POINT OF CONTACT NAME AND TITLE Jessica Baker, PE, CFM, PMP – Executive Vice President				7. NAME OF FIRM (if Block 2a is a Branch Office) Halff Associates, Inc.		
6b. TELEPHONE NUMBER (813) 620-4500		6c. E-MAIL ADDRESS jbaker@halff.com				
8a. FORMER FIRM NAME(S) (if any) Genesis Halff, Inc.				8b. YEAR ESTABLISHED 2019		8c. UNIQUE ENTITY IDENTIFIER
9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	C. No. of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
02	Administrative	149	9	A06	Airports; Terminals and Hangers; Freight Handling	3
06	Architect	14		B02	Bridges	5
08	CADD Technician	63	5	C10	Commercial Building; (low rise); Shopping Centers	8
10	Chemical Engineer	10		C12	Communications Systems; TV; Microwave	4
12	Civil Engineer	266	18	E02	Educational Facilities; Classrooms	5
14	Computer Programmer	27		E03	Electrical Studies and Design	5
15	Construction Inspector	40	19	E09	Environmental Impact Studies, Assessments or Statements	6
16	Construction Manager	11	1	G04	Geographic Information System Services: Development, Analysis, and Data Collection	6
21	Electrical Engineer	13		H07	Highways; Streets; Airfield Paving; Parking Lots	9
24	Enviro. Scientist	28	2	H09	Hospitals & Medical Facilities	4
29	GIS Specialist	38	2	H11	Housing (Residential, Multifamily, Apartments, Condominiums)	6
30	Geologist	8		I01	Industrial Buildings; Manufacturing Plants	6
38	Land Surveyor	85		L03	Landscape Architecture	7
39	Landscape Architect	40	5	P04	Pipelines (Cross-country—Liquid & Gas)	8
42	Mechanical Engineer	24		P06	Planning (Site, Installation and Project)	5
47	Planner Urban/Reg.	26	3	R11	Rivers; Canals; Waterways; Flood Control	8
57	Structural Engineer	15		S04	Sewage Collection, Treatment and Disposal	7
58	Technician/Analyst	76	1	S10	Surveying; Platting; Mapping: Flood Plain Studies	8
60	Transportation Engineer	82		S11	Sustainable Design	6
62	Water Resources Engineer	85		S13	Storm Water Handling & Facilities	7
Total		1100	65	W03	Water Supply; Treatment and Distribution	6
11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (Insert revenue index number shown at right)				PROFESSIONAL SERVICES REVENUE INDEX NUMBER		
a. Federal Work		7		1. Less than \$ 100,000		
b. Non-Federal Work		10		2. \$ 100,000 to less than \$ 250,000		
c. Total Work		10		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 December 14, 2021		
c. NAME AND TITLE Jessica Baker, PE, CFM, PMP – Executive Vice President						

STANDARD FORM 330 (REV. 7/2021)

ARCHITECT-ENGINEER QUALIFICATIONS					1. SOLICITATION NUMBER (if any) 220103	
PART II – GENERAL QUALIFICATIONS (If a firm has branch offices, complete for each specific branch office seeking work.)						
2a. FIRM (OR BRANCH OFFICE) NAME Half Associates, Inc.				3. YEAR ESTABLISHED 1950		4. UNIQUE ENTITY IDENTIFIER 003067851
2b. STREET 902 North Sinclair Avenue				5. OWNERSHIP a. TYPE Corporation		
2c. CITY Tavares		2d. STATE FL	2e. ZIP CODE 32778	b. SMALL BUSINESS STATUS Large Business		
6a. POINT OF CONTACT NAME AND TITLE Robert A. Ern, Jr. PE – Vice President/Director of Water/Wastewater				7. NAME OF FIRM (if Block 2a is a Branch Office) Half Associates, Inc.		
6b. TELEPHONE NUMBER (352) 343-8481		6c. E-MAIL ADDRESS ren@half.com				
8a. FORMER FIRM NAME(S) (if any) BESH Half, Inc.				8b. YEAR ESTABLISHED 2020		8c. UNIQUE ENTITY IDENTIFIER
9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	C. No. of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
02	Administrative	150	5	C15	Construction Management	2
06	Architect	14		C16	Construction Surveying	3
08	CADD Technician	61	3	E01	Ecological Investigations	3
10	Chemical Engineer	11		H07	Highway, Streets, Parking	9
12	Civil Engineer	265	12	L02	Land Surveying	4
14	Computer Programmer	27		O01	Office Buildings, Industrial Parks	3
15	Construction Inspector	40	1	P05	Planning	2
16	Construction Manager	11		P06	Planning	5
21	Electrical Engineer	12		S04	Sewage Collection, Treatment	7
24	Enviro. Scientist	26		S10	Surveying, Platting, Mapping	8
29	GIS Specialist	37		S13	Storm Water Handling & Facilities	7
30	Geologist	8		T04	Topographic Survey & Map	3
38	Land Surveyor	88	5	W03	Water Supply; Treatment & Distribution	9
39	Landscape Architect	41		Z01	Zoning, Land Use Studies	2
42	Mechanical Engineer	24				
47	Planner Urban/Reg.	25				
57	Structural Engineer	16				
58	Technician/Analyst	69	11			
60	Transportation Engineer	83				
62	Water Resources Engineer	87				
Total		1,095	37			
11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (Insert revenue index number shown at right)				PROFESSIONAL SERVICES REVENUE INDEX NUMBER		
a. Federal Work		7		1. Less than \$ 100,000		
b. Non-Federal Work		10		2. \$ 100,000 to less than \$ 250,000		
c. Total Work		10		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 October 6, 2021		
c. NAME AND TITLE Robert A. Ern, Jr., PE						

ARCHITECT-ENGINEER QUALIFICATIONS					1. SOLICITATION NUMBER <i>(if any)</i>	
					220103	
PART II – GENERAL QUALIFICATIONS <i>(If a firm has branch offices, complete for each specific branch office seeking work.)</i>						
2a. FIRM (OR BRANCH OFFICE) NAME Half Associates, Inc.					3. YEAR ESTABLISHED 1950	
2b. STREET 13620 Briarwick Drive, Bldg. C, Suite 100					4. UNIQUE ENTITY IDENTIFIER 790485283	
2c. CITY Austin					5. OWNERSHIP	
2d. STATE Texas					a. TYPE Corporation	
2e. ZIP CODE 78729					b. SMALL BUSINESS STATUS Large Business	
6a. POINT OF CONTACT NAME AND TITLE Jessica Baker, PE, CFM, PMP – Executive Vice President					7. NAME OF FIRM <i>(if Block 2a is a Branch Office)</i> Half Associates, Inc.	
6b. TELEPHONE NUMBER (512) 777-4600			6c. E-MAIL ADDRESS jbaker@half.com			
8a. FORMER FIRM NAME(S) <i>(if any)</i> N/A					8b. YEAR ESTABLISHED N/A	
8c. UNIQUE ENTITY IDENTIFIER N/A						
9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. No. of Employees		a. Profile Code	b. Experience	c. Revenue Index Number <i>(see below)</i>
		(1) FIRM	(2) BRANCH			
02	Administrative	150	10	A06	Airports; Terminals and Hangers; Freight Handling	3
06	Architect	14	1	B02	Bridges	5
08	CADD Technician	61	2	C10	Commercial Building; (low rise); Shopping Centers	8
10	Chemical Engineer	11	1	C12	Communications Systems; TV; Microwave	4
12	Civil Engineer	265	43	E02	Educational Facilities; Classrooms	5
14	Computer Programmer	27		E03	Electrical Studies and Design	5
15	Construction Inspector	40		E09	Environmental Impact Studies, Assessments or Statements	6
16	Construction Manager	11		G04	Geographic Information System Services: Development, Analysis, and Data Collection	6
21	Electrical Engineer	12		H07	Highways; Streets; Airfield Paving; Parking Lots	9
24	Enviro. Scientist	26	7	H09	Hospitals & Medical Facilities	4
29	GIS Specialist	37	5	H11	Housing (Residential, Multifamily, Apartments, Condominiums)	6
30	Geologist	8		I01	Industrial Buildings; Manufacturing Plants	6
38	Land Surveyor	88	13	L03	Landscape Architecture	7
39	Landscape Architect	41	9	P04	Pipelines (Cross-country—Liquid & Gas)	8
42	Mechanical Engineer	24	2	P06	Planning (Site, Installation and Project)	5
47	Planner Urban/Reg.	25	5	R11	Rivers; Canals; Waterways; Flood Control	8
57	Structural Engineer	16		S04	Sewage Collection, Treatment and Disposal	7
58	Technician/Analyst	69	11	S10	Surveying; Platting; Mapping: Flood Plain Studies	8
60	Transportation Engineer	83	6	S11	Sustainable Design	6
62	Water Resources Engineer	87	18	S13	Storm Water Handling & Facilities	7
Total		1,095	133	W03	Water Supply; Treatment and Distribution	6
11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS <i>(Insert revenue index number shown at right)</i>				PROFESSIONAL SERVICES REVENUE INDEX NUMBER		
a. Federal Work		7		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		
b. Non-Federal Work		10				
c. Total Work		10				
12. AUTHORIZED REPRESENTATIVE						
<i>The foregoing is a statement of facts.</i>						
a. SIGNATURE 					b. DATE October 6, 2021	
c. NAME AND TITLE Jessica Baker, PE, CFM, PMP – Executive Vice President						

STANDARD FORM 330 (REV. 7/2021)

ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (If any)

RFQ No. 220103

PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (OR BRANCH OFFICE) NAME Andreyev Engineering, Inc			3. YEAR ESTABLISHED 1993		4. DUNS NUMBER 9296361008	
2b. STREET 4055 St. Johns Parkway			5. OWNERSHIP			
2c. CITY Sanford		2d. STATE FL	2e. ZIP CODE 32771			
6a. POINT OF CONTACT NAME AND TITLE Raymond Jones, P.E., Vice President			a. TYPE S-Corporation			
6b. TELEPHONE NUMBER 407-330-7763			b. SMALL BUSINESS STATUS			
6c. E-MAIL ADDRESS rjones@andreyevengineering.com			7. NAME OF FIRM (If block 2a is a branch office)			
8a. FORMER FIRM NAME(S) (If any)			8b. YR. ESTABLISHED		8c. DUNS NUMBER	

[illegible]

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (Insert revenue index number shown at right)		PROFESSIONAL SERVICES REVENUE INDEX NUMBER	
a. Federal Work	1	1. Less than \$100,000	6. \$2 million to less than \$5 million
b. Non-Federal Work	6	2. \$100,00 to less than \$250,000	7. \$5 million to less than \$10 million
c. Total Work	7	3. \$250,000 to less than \$500,000	8. \$10 million to less than \$25 million
		4. \$500,000 to less than \$1 million	9. \$25 million to less than \$50 million
		5. \$1 million to less than \$2 million	10. \$50 million or greater

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE	b. DATE
	01/19/2022
c. NAME AND TITLE	
Raymond W. Jones, P.E., Vice President	

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STANDARD FORM 330 (6/2004) PAGE 6

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ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (if any)
220103

PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (OR BRANCH OFFICE) NAME Fawley Bryant Architecture			3. YEAR ESTABLISHED 1994	4. DUNS NUMBER 180028946
2b. STREET 5391 Lakewood Ranch Blvd N. Suite 300			5. OWNERSHIP a. TYPE S - Corp b. SMALL BUSINESS STATUS	
2c. CITY Sarasota	2d. STATE FL	2e. ZIP CODE 34240		
6a. POINT OF CONTACT NAME AND TITLE Steve Padgett, Managing Partner			7. NAME OF FIRM (If block 2a. is a branch office)	
6b. TELEPHONE NUMBER (941) 343 - 4070	6c. E-MAIL ADDRESS spadgett@fawleybryant.com			
8a. FORMER FIRM NAME(S) (if any)			8b. YR ESTABLISHED	8c. DUNS NUMBER

9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. No. of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
02	Administrative	5		A06	Airports; Terminals & Hangars	1
06	Architect	7*		A11	Auditoriums & Theaters	1
06	Intern Architect	1		B01	Barracks; Dormitories	2
08	CADD Technician	2		C06	Churches; Chapels	2
37	Interior Design	1*		C10	Commercial Building; Shopping Ctr	3
48	Project Manager	3		C11	Community Facilities	1
				D07	Dining Halls; Clubs; Restaurants	3
				E02	Educational Facilities	3
				F02	Field Houses; Gyms; Stadiums	5
				G01	Garages; Veh Maint Fac; Parking Deck	1
				H09	Hospital & Medical Facilities	1
				H10	Hotels; Motels	2
				I05	Interior Design	2
				J01	Judicial & Courtroom Facilities	1
				L01	Laboratories; Medical Research Fac.	1
				L04	Libraries, Museums, Galleries	3
				O01	Office Buildings; Industrial Parks	3
*Employee is registered architect & interior designer.				P06	Planning (Site, Installation & Project)	1
				P12	Power Generation, Trans. Dist.	1
				P13	Public Safety Facilities	2
	Other Employees			R04	Recreation Facilities	1
Total		18		W03	Water Supply; Treatment & Dist.	1

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (Insert revenue index number shown at right)		PROFESSIONAL SERVICES REVENUE INDEX NUMBER	
a. Federal Work	5	1. Less than \$100,000	6. \$2 million to less than \$5 million
b. Non-Federal Work	6	2. \$100,00 to less than \$250,000	7. \$5 million to less than \$10 million
c. Total Work	7	3. \$250,000 to less than \$500,000	8. \$10 million to less than \$25 million
		4. \$500,000 to less than \$1 million	9. \$25 million to less than \$50 million
		5. \$1 million to less than \$2 million	10. \$50 million or greater

12. AUTHORIZED REPRESENTATIVE The foregoing is a statement of facts.	
a. SIGNATURE 	b. DATE 01/26/2022
c. NAME AND TITLE Steve Padgett; Partner	

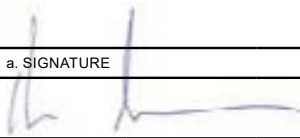
ARCHITECT - ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (If any)

220103

PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (or branch office) NAME				3. YEAR ESTABLISHED	4. DUNS NUMBER	
Smith Seckman Reid, Inc.				1994	047001359	
2b. STREET				5. OWNERSHIP		
2601 Cattleman Road, Suite 300				a. TYPE		
2c. CITY	2D. STATE	2E. ZIP CODE	Corporation			
Sarasota	FL	34232	b. SMALL BUSINESS STATUS			
6a. POINT OF CONTACT NAME AND TITLE				N/A		
Hank Nirider, PE - Principal				7. NAME OF FIRM (If block 2a is a branch office)		
6b. TELEPHONE NUMBER	6c. E-MAIL ADDRESS			Smith Seckman Reid, Inc.		
941.907.7750	hnirider@ssr-inc.com					
8a. FORMER FIRM NAMES (If any)				8b. YR. ESTABLISHED	8c. DUNS NUMBER	
N/A				N/A	N/A	
9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. No. of Employees		a. Profile Code	B. Experience	c. Revenue Index
		(1) FIRM	(2) BRANCH			
02	Administrative	58	1	A11	Auditoriums and Theaters	3
08	CADD Technician	72	6	B01	Barracks, Dormitories	3
10	Chemical Engineer	1	0	C10	Commercial Building	2
12	Civil Engineer	16	0	C12	Communication Systems; TV	6
13	Communications Engineer	24	1	C13	Computer Facilities	1
15	Construction Inspector	26	0	E02	Educational Facilities	6
16	Construction Manager	14	0	F02	Field Houses; Gyms; Stadiums	6
21	Electrical Engineer	45	3	H07	Highways; Streets; Airfields	5
25	Environmental Engineer	3	0	H09	Hospital & Medical Facilities	9
29	Fire Protection Engineer	1	0	L01	Laboratories; Medical Research	4
31	GIS Specialist	1	0	P08	Prisons & Correctional Facilities	4
38	Health Facility Planner	22	0	S04	Sewage Collection, Treatment	5
42	Mechanical Engineer	85	5	I01	Industrial Bldgs.; Manufacturing Plants	4
48	Project Manager	55	4	W03	Water Supply; Treatment	5
52	Sanitary Engineer	2	0	O01	Office Buildings; Industrial Parks	5
57	Structural Engineer	8	0	P11	Postal Facilities	4
58	Technician/Analyst	12	0	I03	Industrial Waste Treatment	2
60	Transportation Engineer	10	0	P07	Plumbing & Piping Design	8
62	Water Resources Engineer	1	0	T03	Traffic & Transportation	2
	TOTAL	456	20	H04	Heating; Ventilating; Air	8
11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (Insert revenue index number shown at right)				PROFESSIONAL SERVICES REVENUE INDEX NUMBER		
a. Federal Work				5		
b. Non-Federal Work				10		
c. Total Work				10		
				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	
					January 10, 2022	
c. NAME AND TITLE						
Hank Nirider, PE - Principal						

ARCHITECT - ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (If any)

220103

PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (or branch office) NAME				3. YEAR ESTABLISHED	4. DUNS NUMBER	
Smith Seckman Reid, Inc.				1968	047001359	
2b. STREET				5. OWNERSHIP		
2995 Sidco Drive				a. TYPE		
2c. CITY	2D. STATE	2E. ZIP CODE		Corporation		
Nashville	TN	37204		b. SMALL BUSINESS STATUS		
6a. POINT OF CONTACT NAME AND TITLE				N/A		
Jon Ross, PE - Senior Principal				7. NAME OF FIRM (if block 2a is a branch office)		
6b. TELEPHONE NUMBER	6c. E-MAIL ADDRESS			Smith Seckman Reid, Inc.		
615.383.1113	jross@ssr-inc.com					
8a. FORMER FIRM NAMES (If any)				8b. YR. ESTABLISHED	8c. DUNS NUMBER	
N/A				N/A	N/A	
9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. No. of Employees		a. Profile Code	B. Experience	c. Revenue Index
		(1) FIRM	(2) BRANCH			
02	Administrative	58	44	A11	Auditoriums and Theaters	3
08	CADD Technician	72	33	B01	Barracks, Dormitories	3
10	Chemical Engineer	1	0	C10	Commercial Building	2
12	Civil Engineer	16	12	C12	Communication Systems; TV	6
13	Communications Engineer	24	7	C13	Computer Facilities	1
15	Construction Inspector	26	10	E02	Educational Facilities	6
16	Construction Manager	14	4	F02	Field Houses; Gyms; Stadiums	6
21	Electrical Engineer	45	20	H07	Highways; Streets; Airfields	5
25	Environmental Engineer	3	3	H09	Hospital & Medical Facilities	9
29	Fire Protection Engineer	1	1	L01	Laboratories; Medical Research	4
31	GIS Specialist	1	0	P08	Prisons & Correctional Facilities	4
38	Health Facility Planner	22	2	S04	Sewage Collection, Treatment	5
42	Mechanical Engineer	85	41	I01	Industrial Bldgs.; Manufacturing Plants	4
48	Project Manager	55	17	W03	Water Supply; Treatment	5
52	Sanitary Engineer	2	2	O01	Office Buildings; Industrial Parks	5
57	Structural Engineer	8	3	P11	Postal Facilities	4
58	Technician/Analyst	12	7	I03	Industrial Waste Treatment	2
60	Transportation Engineer	10	4	P07	Plumbing & Piping Design	8
62	Water Resources Engineer	1	1	T03	Traffic & Transportation	2
	TOTAL	456	211	H04	Heating; Ventilating; Air	8
11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (Insert revenue index number shown at right)				PROFESSIONAL SERVICES REVENUE INDEX NUMBER		
a. Federal Work				5		
b. Non-Federal Work				10		
c. Total Work				10		
				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



January 10, 2022

c. NAME AND TITLE

Jon Ross, PE - Senior Principal

CITY OF LEESBURG, FLORIDA
CERTIFICATION REGARDING PROHIBITION AGAINST
CONTRACTING WITH SCRUTINIZED COMPANIES

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies That Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services where the total contract value is one million dollars (\$1,000,000) or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority- owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the City may immediately terminate any contract resulting from this Solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars (\$1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Business Name of
Responding Supplier: Halff Associates, Inc.

By:  _____
Authorized Signature

Print: Duane Booth, PE

Title: Vice President

Date: 2/7/2022

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.1.

Meeting Date: February 27, 2023

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 project located within the City Limits of Leesburg; and providing an effective date. (FSL FY 2023 - Faith World Church)

Staff Recommendation:

Approve a resolution granting Faith World Church up to \$20,000 for sign improvements at their facility located on 2205 West Main Street.

Analysis:

As part of the rolling Facade, Sign, and Landscape grant program, Faith World Church would like to upgrade and replace their church sign. Their application is enclosed, complete and meets grant requirements for funding. The estimated cost is \$31,560, which makes the Church eligible for up to \$20,000 in grant funding, or 80% of funding if final costs drop below \$25,000.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

Faith World Church is not located in a CRA district, but the FSL grant program does allow other locations the same opportunity for beautification. In this case, the General Fund would pay the grant award and funds are available for the award.

Account No. 001-1295-519-8214

Project No. CRASFP

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA, PROVIDING FUNDING FOR THE FAÇADE,
SIGN AND LANDSCAPE GRANT PROGRAM (FSL) FOR A PROJECT
LOCATED WITHIN THE CITY LIMITS OF LEESBURG AND
PROVIDING AN EFFECTIVE DATE. (FSL FY 2023)**

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

THAT the City Commission hereby authorizes staff to execute various FSL Grant Awards, as shown in attached Exhibit A, pursuant to the requirements of the Façade Sign and Landscape Grant Program.

THAT Faith World Church shall receive up to \$20,000 in FSL funding and 80% of final cost funding if the project is completed below \$25,000.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida at a Regular Meeting held on the 14th day of November 2022.

Mayor

ATTEST:

City Clerk

FAÇADE, SIGN, & LANDSCAPE GRANT SUMMARY

PROJECT INFO					GRANT INFO		
SGA #	PROJECT NAME	ADDRESS	FUNDING SOURCE	NOTES	EST PROJ COST APPLICATION	APPROVED BY CC FOR GRANT	ACTUAL AMOUNT AWARDED

2017-18							
17-99	DCO Flooring	1007 S 14th	27/441 CRA	sign	\$26,000.00	\$20,000.00	\$20,000.00
17-86	Deluxe Motel	113 N 14th	27/441 CRA	sign	\$7,705.00	\$6,164.00	\$6,164.00
17-30	Glover Chiropractic	312 N 14th	27/441 CRA	sign	\$24,300.00	\$19,440.00	\$18,680.00
17-209	Evander Lee	201 W Main	GLCRA	windows, doors, sign	\$20,000.00	\$8,000.00	\$11,260.00
17-206	Main St Antiques	215 W Main	GLCRA	painting, windows	\$8,150.00	\$3,260.00	\$3,260.00
17-199	Heron Pest Control	1135 E. North Blvd	GLCRA	maintenance	\$36,373.80	\$20,000.00	\$20,000.00
17-189	Computer Corner	205 W North Blvd	GLCRA	sign, paint, stucco	\$22,896.21	\$18,317.00	\$18,014.31
17-186	Droid Auto	1544 US 441	27/441 CRA	sign	\$15,500.00	\$12,400.00	\$12,316.00
17-174	Beacon Pocket Park	105 E Main	GLCRA	landscape, fountain	\$172,800.00	\$20,000.00	\$20,000.00
17-173	Tropic Theatre	122 W Main	GLCRA	painting, façade	\$29,167.00	\$11,667.00	\$11,667.00
17-166	Chicago Fire	311 W Magnolia	GLCRA	memorial	\$3,200.00	\$1,280.00	\$1,280.00
17-122	Gator Storage	2604 South	General Fund	sign, façade	\$27,850.00	\$16,710.00	\$16,710.00
					\$393,942.01	\$157,238.00	\$159,351.31

2018-19							
18-251	All in One Propane	1324 N 14th St	27/441 CRA	sign, façade	\$17,150.00	\$10,000.00	\$10,000.00
18-230	Lake Square Aluminum	1118 S 14th St	27/441 CRA	sign	\$10,631.41	\$5,000.00	\$5,000.00
18-233	Stavros/Boost Mobile	745 N 14th St	27/441 CRA	sign	\$10,750.00	\$5,000.00	\$5,000.00
18-235	Superior Fence & Rail	307 E North Blvd	27/441 CRA	façade, sign, landscape	\$57,793.00	\$10,000.00	\$10,000.00
18-227	Holiday Marine	1126 E North Blvd	27/441 CRA	landscaping, fence	\$31,394.00	\$7,500.00	\$7,500.00
18-252	Lakeside Electrical	2204 W Griffin Rd	Carver CRA	façade, sign, landscape	\$13,711.65	\$5,000.00	\$5,000.00
18-228	Lake Medical Imaging	801 E Dixie Ave	Carver CRA	sign	\$16,450.00	\$5,000.00	\$5,000.00
18-232	Beyers Funeral Home	1123 W Main St	GLCRA	sign	\$5,940.00	\$3,000.00	\$3,000.00

18-255	1711 Citrus	1711 Citrus	27/441 CRA	façade, paining	\$14,071.00	\$3,000.00	\$3,000.00
19-22	Best Value	1412 S 14th St	27/441 CRA	sign	\$10,925.00	\$5,000.00	\$5,000.00
19-5	Grizzard	1300 Citizen's Blvd	27/441 CRA	sign	\$11,156.00	\$5,000.00	\$5,000.00
18-238	John Sokol	312 S 2nd St	Greater Leesburg	deck	\$20,417.60	\$5,000.00	\$5,000.00
					\$220,389.66	\$68,500.00	\$68,500.00

2019-20

19-235	Carlino Real Estate	1001 S. 14th St	27/441 CRA	sign	\$22,850.00	\$15,000.00	\$10,904.65
19-268	Mount Calvary Baptist	1012 E. Line St	Greater Leesburg	sign	\$19,650.00	\$15,000.00	\$15,000.00
					\$42,500.00	\$30,000.00	\$25,904.65

2020-21

SGA-20-218	Myron Leggett Studio	309 W Main St	GLCRA	painting, cleaning, roof	\$19,100.00	\$6,000.00	\$6,000.00
SGA-20-222	Tropic Theater	122 W Main S	GLCRA	painting, cleaning, roof	\$42,611.00	\$6,000.00	\$6,000.00
SGA-20-245	Best Value Inn	1412 S 14th St	27/441 CRA	windows, doors	\$25,487.38	\$10,000.00	\$10,000.00
					\$87,198.38	\$22,000.00	\$22,000.00

2021-22

SGA-21-289	Westgate Jones	2341 South Street	Not in CRA	sign, exterior painting, roof	\$74,602.63	\$7,460.24	\$7,460.24
SGA-21-290	SIM Real Estate Investments	420 S. Palmetto St	Greater Leesburg	doors, handrail, paint	\$26,700.00	\$6,675.00	\$6,675.00
SGA-21-438	Pathway Health Partners	700 W. Main Street	GLCRA	awnings	\$48,150.00	\$12,037.50	\$12,037.50
SGA-21-451	Artist with a Purpose	411 W Main Street	GLCRA	exterior painting, sign	\$1,004.75	\$401.90	\$401.90
SGA-21-450	Magnolia & South 4th Street	400 & 402 W. Magnolia & 113-115, 117 & 119 2 4th S	Greater Leesburg	exterior painting, awnings	\$9,251.00	\$7,400.80	\$5,285.42
					\$159,708.38	\$33,975.44	\$31,860.06

27/441 CRA \$128,564.65
 GLCRA \$101,963.40
 Carver CRA \$10,000.00
 General \$16,710.00

TOTAL \$257,238.05



City of Leesburg, Florida

Facade Sign and Landscaping Grant

Information & Application

FAÇADE SIGNAGE AND LANDSCAPING GRANT

PURPOSE

1. The City of Leesburg's Façade, Signage and Landscaping Improvement Grant Program (FSL Grant) is a program designed to encourage private investment in visible exterior property, building and sign improvements that enhance the value of commercial/residential property; while meeting the intent and mission of the City to improve the aesthetics and ambiance of specific major corridors. The program may provide as much as \$20,000. Funds appropriated annually by the City Commission and funding shall be available on a first come first serve basis. However, the program may be subject to the availability of funds, as determined by the City Commission.
2. FSL Grants must support the goals of the City Commission and be in compliance with corresponding building signage, architectural standards and other City regulations.
3. Applicants are reminded that grant awards made are discretionary in nature and should not be considered an entitlement by the applicant. All grant criteria contained herein are guidelines for awards and successful applicants may receive any amount up to the maximum award. Should an application meet all grant criteria, a grant may or may not be awarded at the City Commission's discretion due to a number of circumstances such as funding limitations, competing applications, and/or competing priorities.

SECTION 1: ELIGIBILITY REQUIREMENTS

1. The FSL Grant Program is available to businesses and/or building owners that are located with the target districts, as specified in Exhibit "A". These districts include areas within the City's CRA boundaries that have frontage on roadways to include U.S.27, U.S. 441, Main Street, plus all properties fronting Dixie Avenue and South Street. Businesses applying for the FSL Grant must be properly licensed through the City's Occupational Licensing Division and applicants must be a permitted/conforming use within the district.
2. Applications will not be accepted from property owners (and tenants of the property owners) who are delinquent on their property taxes. Applicants must not have any outstanding code liens or code violations that cannot be remedied with this grant assistance.

SECTION 2: ELIGIBLE IMPROVEMENTS

The FSL Grant Program shall provide matching funds for exterior (street side) improvements that are consistent with and further the implementation of the Land Development Code, respective CRA Redevelopment Plans and the City Comprehensive Plan. Funds may be used for the following improvements:

1. Replacement of windows and doors;
2. Exterior painting or siding as part of an overall façade renovation program. For example, painting is an eligible expense when done in conjunction with other major exterior improvements such as roof line changes, dormers, gable.
3. New signs as part of an overall improvement program for an existing improved property and removal of existing non-conforming and blighted signs;
4. Landscaping when associated with a Façade Renovation Program, replacement of a non-conforming sign, or an overall improvement program for an existing improved property;
5. Exterior architectural amenities (e.g., addition or improvement of balconies, porches or arcades);
6. Awnings and shutters;

FAÇADE SIGNAGE AND LANDSCAPING GRANT

7. Other exterior (street-side) façade improvements (considered by the Commission on a case-by-case basis)
8. Architectural, engineering or landscape architectural services to design improvements may be funded through this program (maximum of 10% of total grant award).

****NOTE:***

This list is illustrative.

All architectural designs, materials and colors must be consistent with the historic and architectural heritage of the City of Leesburg Code of Ordinances adopted under Ordinance 16-35 Architectural Design Standards and Ordinance 03-112 Historic District Ordinance and Guidelines.

SECTION 3: NON-ELIGIBLE IMPROVEMENTS

1. The FSL Grant Program cannot be used to fund interior renovations or roof repair, other maintenance items and cannot be used to renovate a non-conforming sign, unless the sign is being brought into conformity.

Any improvements constructed or installed prior to City Council approval are not eligible.

SECTION 4: AVAILABLE FUNDING AND MATCHING REQUIREMENT

1. The City shall fund this program from various sources to include, the Downtown Leesburg CRA; 441/27 CRA; Carver Heights CRA; and the General Fund. It is anticipated that 3-5 projects per year will receive funding; however, if additional funding is available, more funding cycles may be considered.
2. All sign and landscaping grants shall be funded 80% by the City and 20% by the applicant. The City's portion shall not exceed \$20,000 for sign and landscaping grants. For sign, landscaping and façade grants, or façade grant only, 80% shall be funded by the City and 20% by the applicant. The City's portion shall not exceed \$20,000.

SECTION 5: APPLICATION PROCESS AND DEADLINE

1. Applications will be accepted on a first come, first served basis.
2. As long as the FSL Grant Program is funded, there will be an annual grant cycle commencing on October 1 each year. All applications for funding shall be due on November 15 or the next immediate workday if the day is a holiday or weekend. Other grant cycles may be considered by the City as funding allows.
3. Application deadlines may change if funding levels permit additional grant cycles. In that case, the City will announce an additional cycle with an opening and closing application deadline.
4. The following application process shall be used for all grant applications submitted under this section:

- (1) The applicant receives an FSL Grant Program Application. Application forms are available in the following locations:

FAÇADE SIGNAGE AND LANDSCAPING GRANT

- a. City Hall – 501 West Meadow Street;
 - b. Planning and Zoning Department - 204 South Fifth Street;
 - c. The Leesburg Area Chamber of Commerce- 1195 W Magnolia St.; and
 - d. The City of Leesburg website: www.leesburgflorida.gov.
- (2) The applicant completes the application and submits it to the City for review and consistency with the CRA Redevelopment Plan, the Land Development Code, and any other applicable plans. The application package includes the following:
- a. Completed application;
 - b. Proof of ownership of the property;
 - c. Proof of paid property taxes (current and prior years);
 - d. Copy of an estimate for the work to be completed
 - e. Photos of area to be improved.
 - f. Other information as needed to ensure all proposed work will be performed to meet the guidelines herein.

The applicant is responsible for all building and other permits and fees associated with the proposed project.

Applicants must submit a complete application and all supporting materials in accordance with the instructions in this packet. Incomplete applications are not eligible for review or approval.

- (3) The FSL Committee will review the applications according to the program selection criteria and shall score the grant application based upon the FSL grant criteria established herein. The FSL Committee shall forward a recommendation to the City Commission for final grant consideration. The Commission shall approve, approve with modifications or deny the funding application.

The FSL Committee consists of three (3) individuals, including the City Manager or Deputy City Manager, the Planning and Zoning Manager, and the Housing Director.

- (4) The City Commission shall have sole authority to award FSL grants. If a grant application is denied, the applicant may reapply during the next funding cycle. The Commission's decision shall be final.

Please note that applications must be reviewed and approved before façade, sign or landscaping construction work begins. Grants will not be awarded to improvement projects that are under construction or completed prior to grant application.

FAÇADE SIGNAGE AND LANDSCAPING GRANT

- (5) For approved grant projects, prior to construction of improvements, the applicant must submit and receive applicable building and other regulatory permits.

The City of Leesburg is required to file informational returns (Form 1099-G) for individuals and entities receiving grants from the City. This information is confidential and will only be used for informational return reporting purposes. Grant recipients must sign and return a W9 form to the City before funds can be distributed.

- (6) Upon completion of the improvements, final inspection and approval by the City and issuance of a certificate of occupancy (if applicable), the applicant submits a “reimbursement package” to the City which includes the following:
- a. Completed reimbursement form (provided by the City);
 - b. Copies of applicable invoices or receipts;
 - c. Proof of payment for improvements; and,
 - d. Before/After photos of the improvements.
 - e. Other information as needed by staff to ensure that the project was completed per the requirements herein.

Approved Applicants will receive grant funds after the project is completed and all associated costs have been paid. Upon completion of approved work, in order to receive grant payment, the applicant must submit documentation of work completed and proof of payment. It is the responsibility of the award recipient to maintain proper documentation of funds expended in the course of completing the improvement project. Release of funds is subject to submission, review and approval of this documentation. All improvements must be completed essentially as presented to the City Commission in order to receive payment.

Acceptable documentation is defined as PAID invoices/statements and/or schedule of values from vendors clearly detailing the work done, accompanied by copies of the cancelled check(s) showing payment accompanied by a vendor invoice.

- (7) If the project is not completed, is not approved at its final inspection, or does not receive its certificate of occupancy (if applicable) within one year of award, the grant award shall expire and the applicant shall not receive pledged funds. The applicant may request a six-month extension. Only the Commission Extensions shall be granted

SECTION 6: RECURRING FSL GRANT APPLICATIONS

FSL grant applications will not be considered if the single building/property under the same ownership has received maximum grant funds (\$15,000) within two previous fiscal years. Additionally, points will be awarded to first time applicants and/or applicants that have not previously received a grant in the past two years.

SECTION 7: FLS GRANT IMPROVEMENT RANKING CRITERIA

FAÇADE SIGNAGE AND LANDSCAPING GRANT

The following selection criteria may be used to review and rate applications for the FSL Improvement Grant Program. Criteria are derived from the goals and objectives of the City's adopted Redevelopment Plan(s), as well as the City's adopted Comprehensive Plan. Criteria are weighted with a maximum score of 100 points.

1. ***Streetscape Aesthetics and Functionality and Quality of Design*** (Up to 30 Points) – Degree to which the proposed project enhances the streetscapes of Leesburg, including the addition or enhancement of display windows, awnings, landscaping, handicapped accessibility and architectural amenities such as arcades, balconies and porches. Point are awarded for achieving the goals of the Redevelopment District, the Comprehensive Plan and remedying non-conformities.
2. ***Conformity to City Regulations and Redevelopment Goals*** (Up to 25 Points) – Degree to which the proposed project promotes the character of Leesburg and promotes redevelopment goals through the use of urban design principles, site design, architecture, materials, color, landscaping and other visual elements.
3. ***Removal of Slum and Blight and Positive Impact to Neighborhood*** (Up to 25 Points) – Degree to which the proposed project upgrades or eliminates substandard structures, code violations and/or eliminates non-conforming uses, as well as achieving the redevelopment goals of the City of Leesburg.
4. ***Historic Preservation and Materials*** (Up to 15 Points) – Degree to which the proposed project promotes the historic character of Leesburg, through historic preservation, adaptive re-use of historic structures, site design, architecture, materials, landscaping and other visual and physical amenities.
5. ***Previous Grant Assistance*** (Up to 5 Points) – Applicants who have not been awarded the grant in the previous two years are eligible for five (5) points.

DISCLAIMER:

Neither the City of Leesburg, nor its affiliates, shall be responsible for planning, design, or construction of improvements to property owned by the applicant. No warranties or guarantees expressed or implied by the description of, application for, or participation in the Façade, Signage and Landscaping Improvement Grant Program. The applicant is advised to consult with licensed architects, engineers, or building contractors before proceeding with final plans for construction.

FAÇADE SIGNAGE AND LANDSCAPING GRANT

FAÇADE IMPROVEMENT GRANT PROGRAM

1. *Project Location:*

Address of Property to be improved:

2205 West Main Street, Leesburg, FL 34748

Assessor Parcel Number(s): 27-19-24-2100-00A-00300

Name of Business(es) in Project

First Pentecostal Church of Leesburg, Inc. dba Faith World

Building Frontage Measurement of Project: _____

2. *Applicant Information:*

Name: Chris George

Mailing Address: 7912 Sunnyside Drive

City: Leesburg State: FL Zip: 34748

Phone: 302-521-3000

Email: christygeorge@aol.com

Do you Own, Rent or Lease the subject property? Own

**If you are not the owner, the owner will need to co-sign this application.*

3. *Businesses or Services Offered on Site:*

Church-House of Worship and Religious Instruction.

4. *Description of Proposed Improvements:*

Replacement and Update of existing church signage:

The current 4'x8' sign will be replaced with LED lighted sign of the same size in the same footprint.

FAÇADE SIGNAGE AND LANDSCAPING GRANT

5. Please identify ways in which this project supports the Overlay District Concepts

The new signage would update the property in the community with the most current and up to date technology for communication, information, and beautification. This will be a welcome contribution to the overall look to the improvements planned for the Main Street corridor renovation.

6. Submittals

Applications **must** include the following materials, if applicable, for consideration by the City:

- ☒ Current Photo(s) of project site
- ☒ Assessor parcel number and proof of paid property taxes
- ☒ Applicant Information
- ☒ Listing of businesses or services offered on site
- ☒ Description of proposed improvements
- ☒ Identification of project's support of the Overlay District
- ☒ Current Occupational License
- ☒ Rendering or sketch of proposed improvements
- ☒ Architectural plans - elevation drawing, dimensions, measurements, etc
- ☒ Color and material samples
- ☒ Sign/Awning design drawings and/or plans
- ☒ Documentation of cost estimates -- copies of vendor bids, estimates, etc
- ☒ Signature of Property Owner and Applicant

Applications lacking sufficient materials to describe the project will NOT be reviewed.

FAÇADE SIGNAGE AND LANDSCAPING GRANT

7. Estimated Costs and Timing

Please provide copies of three vendor bids/estimates or other documentation of cost estimates for all proposed façade work.

- a. Window or Door Replacement _____
- b. Exterior paint or siding _____
- c. Signage _____
- d. Exterior Lighting _____
- e. Façade/Exterior Architectural Improv. _____
- f. Architectural/Design Fees _____
- g. Landscape/Hardscape Improvements _____
- h. Awnings or Shutters _____
- i. Building Permit/Planning Fees _____
- j. Other Proposed Improvements (specify) _____
- k. _____
- l. _____
- m. _____

TOTAL ESTIMATED COST: \$0.00

— SEE ESTIMATE PROVIDED

Estimated Days/Months for Completion _____

8. Signatures

Signed _____

Mumma Hurley

Property Owner(s) Signature(s)

Property Owner(s) Signature(s)

Property Owner(s) Signature(s)

Signed: _____

President

Applicant(s) Signature(s)

Chris George - Admin Pastor

Applicant(s) Signature(s)

Applicant(s) Signature(s)

This Section for City Use

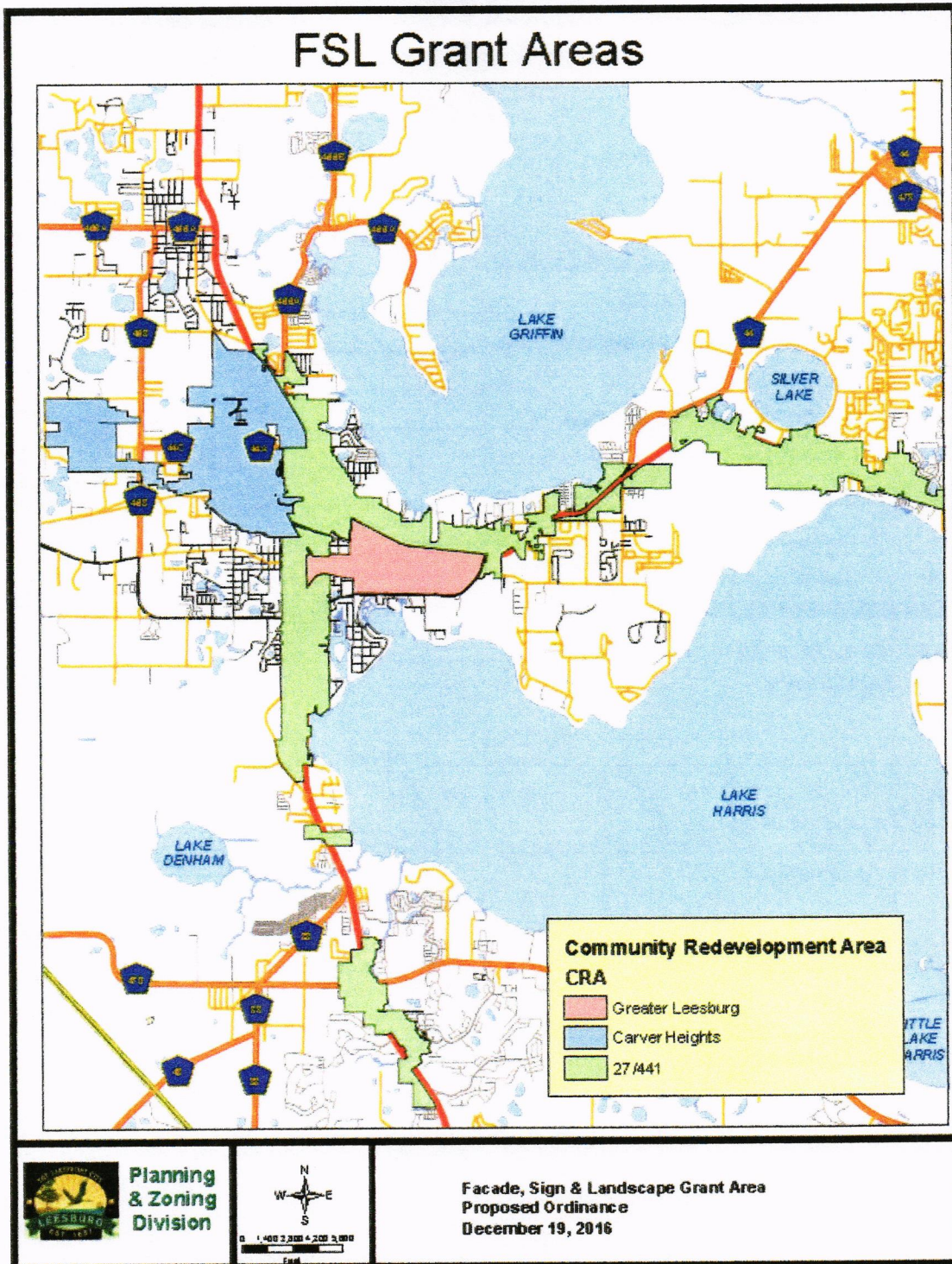
Amount Received: _____

Date Reviewed: _____

Recommendation to CRA: _____

Action by CRA: _____

MAP OF CRA BOUNDARY



PROPERTY RECORD CARD

General Information

Name:	FIRST PENTECOSTAL CHURCH OF LEESBURG INC	Alternate Key:	1236363
Mailing Address:	2205 W MAIN ST LEESBURG, FL 34748-4709 Update Mailing Address	Parcel Number: ⓘ	27-19-24- 2100- 00A- 00300
		Millage Group and City:	000L Leesburg
		2021 Total Certified Millage Rate:	16.7606
		Trash/Recycling/Water/Info:	My Public Services Map ⓘ
Property Location:	2205 W MAIN ST LEESBURG FL, 34748 Update Property Location ⓘ	Property Name:	FAITH WORLD Submit Property Name ⓘ
		School Information:	School Locator & Bus Stop Map ⓘ School Boundary Maps ⓘ
Property Description:	LEESBURG, SUNSET TERRACE LOTS 3, 4, 5, 6, 7, BLK A PB 11 PG 94 ORB 1262 PG 1293		

NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	CHURCH (7100)	0	0		48750.000	Square Feet	\$0.00	\$107,250.00

[Click here for Zoning Info](#) ⓘ

[FEMA Flood Map](#)

Commercial Building(s)

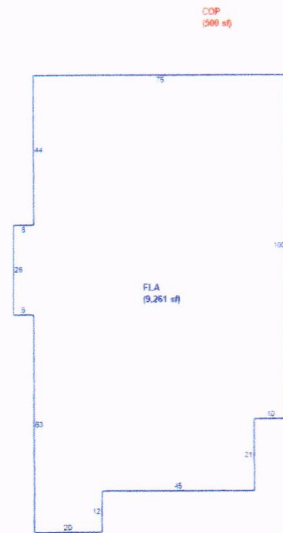
Building 1

Commercial	Building Value: \$114,376.00
	Building Use: CHURCH (71C)
	Structure Type:

Summary		Section(s)		
Year Built:	1960	Section Type	No. Stories	Ground Floor Area
Total Effective Area:	9761	COMMERCIAL CANOPY (COP)	1.00	500
		FINISHED LIVING AREA (FLA)	1.00	9261
Full Bathrooms:	0			
Half Bathrooms:	3			

[View Larger](#)

Elevators: 0
 Elevator Landings: 0
 Residential Units: 0
 Kitchens: 0
 Fireplaces: 0



Miscellaneous Improvements

No.	Type	No. Units	Unit Type	Year	Depreciated Value
1	PAVING (CPAV1)	27930	SF	1959	\$22,624.00
2	FENCE (CFEN1)	536	SF	1999	\$309.00
3	FENCE (CFEN2)	1440	SF	2018	\$3,744.00

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. [Follow this link to search all documents by owner's name.](#)

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
1262 / 1293	10/1993	Warranty Deed	Qualified	Improved	\$183,000.00
895 / 472	10/1986	Quit Claim Deed	Unqualified	Improved	\$1.00
794 / 1447	12/1983	Warranty Deed	Unqualified	Improved	\$1.00

[Click here to search for mortgages, liens, and other legal documents.](#) ⓘ

Values and Estimated Ad Valorem Taxes ⓘ

Values shown below are 2022 WORKING VALUES.

The Market Value listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$248,303	\$248,303	\$0	5.0529	\$0.00
SCHOOL BOARD STATE	\$248,303	\$248,303	\$0	3.5940	\$0.00
SCHOOL BOARD LOCAL	\$248,303	\$248,303	\$0	2.9980	\$0.00
LAKE COUNTY WATER AUTHORITY	\$248,303	\$248,303	\$0	0.3229	\$0.00
NORTH LAKE HOSPITAL DIST	\$248,303	\$248,303	\$0	0.0000	\$0.00
ST JOHNS RIVER FL WATER MGMT DIST	\$248,303	\$248,303	\$0	0.2189	\$0.00
CITY OF LEESBURG	\$248,303	\$248,303	\$0	4.0192	\$0.00



1915 Greenleaf Lane
Leesburg, FL 34748
Tel: 352-323-1862
Email: Davyn@SignCraftersFlorida.com
SignCraftersFlorida.com

Job number: 4066

Sales Person: Davyn R

SALES CONTRACT

Dated 10/27/2022 by and between Sign Crafters of
Central Florida, Inc. and:

Customer: First Pentecostal Church of Leesburg, Inc

Contact: Trueman Hurley

Address: 2205 W Main St, Leesburg, FL 34748

Email: christyegeorge@aol.com

Phone: 302-521-3000

TERMS

TERMS: 50% deposit due before work begins. Balance due immediately upon completion of job. Electricity must be supplied within six (6) feet of the sign site. Permitting & Engineering must be obtained by Sign Crafters and paid for by the customer, billed separately at completion of job (unless an inclusive price was agreed upon up front). Signs are not put into fabrication until permit is obtained by governing municipality. Obtaining proper permitting takes 1-3 weeks on average. Fabrication & Install of your job after the issuance of the permit is contingent upon the workflow within our company at that point in time, however our best effort will be made to expedite this process.

DESCRIPTION OF WORK

Description	Quantity	Unit Price	Tax	Amount USD
Custom Built Monument Sign of Aluminum Fabrication built to customer's specifications. Overall Width: 8' Double Sided with Acrylic Flat Faces with custom Graphics to internally illuminate. Sign will Also include LED Video Displays: AA P10mm 2 (48" x 96") panels - Double Sided To include Nova MRV 300 Receiving Cards, Nova Star Sending Card MSD 300, Nova Star MCTRL300 Black Box for the sending card, Pluto Software (to push the board) and Nanostation M5 Wireless Bridge. - Dedicated Laptop Included as well.	1.00	31,560.00	Tax Exempt	31,560.00
PRICE INCLUDES FABRICATION AND REMOVAL AND DISPOSAL OF EXISTING AND INSTALLATION OF NEW				
Permit / Engineering Fees based on governing county or city. - CITY OF LEESBURG Permits at COST, Notice of Commencement Filing at COST, Engineering at COST, Procurement (Acquisition) \$200				
TO BE BILLED AT END OF PROJECT				
Subtotal				31,560.00
TOTAL USD				31,560.00

State Certified
Licensed Contractor
ES 12001170



I have read and agree to the TERMS AND CONDITIONS attached to this contract:

AUTHORIZED SIGNATURE

SignCrafters of Central Florida, Inc will hereby be referred to as "SignCrafters" for the sake of this document.

SignCrafters warrants all materials and workmanship/labor for said sign work described in the Sales Contract for a period of (12) twelve months from date of installation. Additional manufacturer's warranty on certain components may apply depending on parts used.

All work will be completed in a workmanlike manner and according to standard practices. Any deviations from the work or specification described in the Sales Contract involving extra costs will be undertaken only upon order of Customer and may result in additional fees depending on scope of work. It may also extend the time for completion on the project. SignCrafters is not responsible for failure to complete work due to strikes, accidents, natural disasters, municipality issues or delays beyond its control.

SignCrafters is a State Certified Licensed Sign Contractor (ES#12001170) licensed to do business within the entire State of Florida. SignCrafters is also UL Certified which means fabrication is completed to UL standards. SignCrafters carries all insurance required by the State of Florida for licensed contractors, including but not limited to General Liability and Worker's Compensation.

Final payment is due on date of installation or on date of in-store pick-up. The finished products described in this contract are the sole property of SignCrafters until such time as payment in full has been made. SignCrafters retains the right to remove or repossess said product if payment in full is not received. SignCrafters can refuse the right to do future business with any company or individual which proved themselves delinquent or a collections problem in the past.

In the event of default by customer, all outstanding expenses, including all parts and labor, related to the job up to that day of default remain due. Any deposit that has been made to SignCrafters is non-refundable.

This Sales Contract supercedes any written document or oral agreement not specifically set forth here in writing. This Sales Contract shall be binding upon the parties hereto, their successors and assigns and this Contract shall be governed according to the laws of the State of Florida.

A scaled site plan clearly indicating all property lines and right of ways is required for all signs and is the responsibility of the Customer.

Placement of the sign for permitting will be according to the zoning codes for the City, County, or State Government that has jurisdiction. If customer is not satisfied with said placement, it is Customer's responsibility to obtain new placement by governing authority. If site plan is not accurate and the sign has to be moved after it is permitted or installed, customer will be responsible for any and all expenses incurred for the movement of the sign, as well as the cost to obtain an accurate property site plan.

If job includes SignCrafters removal of any existing signage before install of new, removal will include destruction and disposal of said signage, unless otherwise noted in writing by customer. Signs that have been removed / disposed of are destroyed and cannot be returned. If customer decides they'd like to keep the previous signage, it will be left at their location in a place they determine, on day of removal. If SignCrafters is asked to keep signage at their facility, a time limit will be set & storage fees may apply.

During installation of ground signs such as monuments or pylons, excavation takes place and heavy machinery (i.e. excavators) may used. While care is taken not to disrupt the landscaping and vegetation, it sometimes cannot be avoided. Customer understands this and will not hold Sign Crafters responsible for any landscaping damages or repairs needed. Before excavation begins, Sunshine 811 of Florida is phoned in for locates. While the local utility companies to come out and mark important lines they may have in the dig area such as power, fiber optic and phone, this "Call before you dig" service does not recognize any lines the property owner may have added such as irrigation. If irrigation lines are in the vicinity of the sign location/dig area, customer is responsibility for notifying Sign Crafters as well as marking those lines with label caution flags. Sign Crafters will not be held responsible for damage due to irrigation lines or any other privately owned lines that are unmarked at the dig site.

Customer's Landlord/Property Management approval is required before beginning the work described via Letter of Authorization provided by SignCrafters. Any changes required to modify spec sheets or Sales Contract can create a delay in permit submittal and could incur additional cost. SignCrafters is not responsible for any loss, damage, fine or other such liabilities to Customer.

SignCrafters is responsible for and will obtain sign permit(s) with governing City or County agency or other, if necessary, to install signage detailed in this document, but is NOT responsible for obtaining State or Federal approval including, but not limited to, Department of Transportation. SignCrafters is not responsible for the delay in obtaining permit due to any agency or government shutdown or strike.

State Certified
Licensed Contractor
ES 12001170



Thermon Hurby
AUTHORIZED SIGNATURE



INVOICE

Faith World
Attention: Faith World
Faith World

Invoice Date
Oct 27, 2022

Invoice Number
INV-10378

Reference
Monument Sign

SIGNCRAFTERS
xxx-xx-56-0

SignCrafters of Central Florida
Inc
1915 Greenleaf Lane
LEESBURG FL 34748
UNITED STATES

Description	Quantity	Unit Price	Tax	Amount USD
Custom Built Monument Sign of Aluminum Fabrication built to customer's specifications. Overall Width: 8' Double Sided with Acrylic Flat Faces with custom Graphics to internally illuminate. Sign will Also include LED Video Displays: AA P10mm 2 (48" x 96") panels - Double Sided To include Nova MRV 300 Receiving Cards, Nova Star Sending Card MSD 300, Nova Star MCTRL300 Black Box for the sending card, Pluto Software (to push the board) and Nanostation M5 Wireless Bridge. - Dedicated Laptop Included as well.	1.00	31,560.00	Tax Exempt	31,560.00

PRICE INCLUDES FABRICATION AND REMOVAL AND DISPOSAL OF EXISTING AND INSTALLATION OF NEW

Permit / Engineering Fees based on governing county or city. -
CITY OF LEESBURG
Permits at COST, Notice of Commencement Filing at COST,
Engineering at COST, Procurement (Acquisition) \$200

TO BE BILLED AT END OF PROJECT

10/27/2022
PAID
\$5,780.00
via check
NO.
12708

Subtotal 31,560.00

TOTAL USD 31,560.00

Due Date: Nov 3, 2022



PAYMENT ADVICE

To: SignCrafters of Central Florida Inc
1915 Greenleaf Lane
LEESBURG FL 34748
UNITED STATES

Customer Faith World

Invoice Number INV-10378

Amount Due **31,560.00**

Due Date Nov 3, 2022

Amount Enclosed

Enter the amount you are paying above



Client Faith World	Project Manager Davyn R
Address 2205 W Main St. Leesburg, FL 34748	Email davyn@SignCraftersFlorida.com
	Job Number

SIGN
crafters
OF FLORIDA
Commercial Signage Solutions

1915 Greenleaf Lane
Leesburg, FL 34748
SignCraftersFlorida.com

352-323-1862

ES12001170



PLEASE REVIEW THIS CAREFULLY
We try our best to make sure things are spelled correctly, but ultimately spelling is your responsibility. Colors on finished product may vary slightly from electronic proof.

This drawing is the sole property of Sign Crafters of Florida (with the exception of registered trademarks) and is submitted solely for the purpose of conveying design, fabrication and installation intent. By accepting this document from Sign Crafters of Florida, client agrees that it will not be copied or reproduced in any part or shared with any persons outside recipient's company without permission from Sign Crafters of Florida until approved and accepted through purchase by client named directly on drawing. Violation of these terms could result in fines or penalties, not excluding court action.

By signing this document, client agrees to the build style, including materials, colors, size, lighting (if applicable) and install location, as well as wording/spelling outlined. Should any changed be requested following the signing of this document, additional fees may apply.

X
Client



PENTECOSTALS
WORSHIP SCHEDULE
9-15 SUNDAY SCHOOL
10-AM PRAISE
7-30PM WEDNESDAY



the **PENTECOSTALS**

WORSHIP SCHEDULE

9-45 SUNDAY SCHOOL

10-AM PRAISE

7-30PM WEDNESDAY

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.2.

Meeting Date: February 27, 2023

From: Tracey Dean, (Airport Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Landlord Consent to Assignment of Lease, between the City of Leesburg, and Blackbird Aviation Building, LLC, and Executive Global Transportation Services, Inc.; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the Landlord Consent to Assignment.

Analysis:

By Resolution 9284, dated 10/14/2013, The City approved a Lease with Blackbird Aviation, LLC.

By Resolution 9489, dated 10/27/2014, The Lease was amended to add square footage to the parcel, to accommodate building & fire codes.

By Resolution 11,106, dated 6/27/2022, The City approved a Consent to Sublease, between Blackbird Aviation, LLC and Executive Global Transportation, Inc. The sublease between the parties includes an option to purchase the premises. Executive Global Transportation, Inc. has notified Blackbird Aviation, LLC of its intent to exercise the purchase option, and Blackbird Aviation, LLC has accepted and has requested consent from the City.

An approval of the Assignment by the City Commission means Executive Global Transportation, Inc. assumes all responsibility for the Blackbird Aviation, LLC. lease terms. There are twenty years remaining on the initial lease term. There is a first right to negotiate an extended term.

The Airport Advisory Board reviewed the Assignment at the February 9, 2023 meeting and unanimously recommended approval.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:
None

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A LANDLORD CONSENT TO ASSIGNMENT OF LEASE, BETWEEN THE CITY OF LEESBURG, AND BLACKBIRD AVIATION BUILDING, LLC, AND EXECUTIVE GLOBAL TRANSPORTATION SERVICES, 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 a Landlord Consent to Assignment of Lease agreement with Blackbird Aviation, LLC, and Executive Global Transportation, Inc.

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 27th day of February 2023.

Mayor

ATTEST:

City Clerk

LANDLORD CONSENT TO ASSIGNMENT OF LEASE AGREEMENT

THIS LANDLORD CONSENT TO ASSIGNMENT OF LEASE AGREEMENT (“Consent”), dated this ____ day of _____, 2023, is between the **CITY OF LEESBURG**, a Florida Municipal corporation (“Landlord” or “Lessor”), and **BLACKBIRD AVIATION BUILDING, LLC**, a Florida limited liability company, (“Tenant”) and **EXECUTIVE GLOBAL TRANSPORTATION SERVICES, INC.**, a Florida corporation, (“Assignee”).

RECITALS:

WHEREAS, on or about October 14, 2013, Landlord and Tenant entered into a written lease agreement whereby Landlord leased certain real property to Tenant which is owned by Landlord and located at the Leesburg International Airport in Leesburg, Lake County, Florida, (the “Lease Agreement”);

WHEREAS, the Lease Agreement contains a description of the property subject to the Lease Agreement (the “Leased Premises”), which description was amended on or about October 27, 2014, pursuant to the First Amendment to the Lease Agreement between Landlord and Tenant;

WHEREAS, on or about June 27, 2022, Landlord, Tenant, and Assignee entered into a Lessor Consent to Sublease whereby Lessor consented, subject to the terms and conditions set forth therein, to Tenant’s sublease of the Leased Premises to Assignee;

WHEREAS, Assignee has elected to exercise a purchase option under its sublease agreement with Tenant and wishes to assume, via an assignment, all rights and obligations of Tenant under the Lease Agreement;

WHEREAS, pursuant to paragraph 23 of the Lease Agreement, Landlord’s prior written permission is required for any such assignment; and

WHEREAS, Assignee has requested Landlord’s consent to the assignment and Landlord consents to the assignment subject to the terms and conditions set forth herein.

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

1. **Incorporation of Recitals**. The foregoing recitals are true and correct and are expressly incorporated herein by this reference.
2. **Consent to Assignment**. In accordance with paragraph 23 of the Lease Agreement, Landlord hereby consents to the assignment or transfer of all rights and obligations of Tenant under the Lease Agreement to Assignee.
3. **Assignee Bound by Lease**. Assignee hereby agrees and acknowledges that all terms, conditions, and provisions of the Lease Agreement are binding on Assignee as a result of the

Signature: Vosseler
Vosseler (Jan 25, 2023 10:07 GMT+1)
Email: vosseler@bbaviat.com

Signature: Wiley K Graydon, IV
Wiley K Graydon, IV (Jan 25, 2023 06:11 EST)
Email: wgraydon@egtsinc.com

Assignment, and Assignee shall comply with all such terms, conditions, and provisions of the Lease Agreement.

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

5. **Ratification and Confirmation** Except as expressly modified or amended herein, Landlord, Tenant, and Assignee hereby ratify and confirm the terms of the Lease Agreement, together with the description of the Premises attached thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Consent to Assignment of Leases as of the date first written above.

LANDLORD:
CITY OF LEESBURG, a Florida Municipal corporation

By: _____
James A. Burry, Jr., Mayor

Attest:

J. Andi Purvis, City Clerk

Approved as to form:

William Grant Watson, City Attorney

TENANT:
BLACKBIRD AVIATION BUILDING, LLC, a Florida limited liability company,

By: _____
Hans – Gunter Vosseler
Managing Member
Vosseler

ASSIGNEE:
EXECUTIVE GLOBAL TRANSPORTATION SERVICES, INC., a Florida corporation,

By: _____
Wiley K. Graydon, IV
President
Wiley K Graydon, IV

Landlord Consent to Assignment (Blackbird to Executive Global)

Final Audit Report

2023-01-25

Created:	2023-01-24
By:	Tracey Dean (tracey.dean@leesburgflorida.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6RXERTnjm1JLKI7B06UrxJH6P0uILOGY

"Landlord Consent to Assignment (Blackbird to Executive Global)" History

-  Document created by Tracey Dean (tracey.dean@leesburgflorida.gov)
2023-01-24 - 1:12:55 PM GMT- IP address: 8.26.112.25
-  Document emailed to vosseler@bbaviat.com for signature
2023-01-24 - 1:16:49 PM GMT
-  Email viewed by vosseler@bbaviat.com
2023-01-25 - 9:06:37 AM GMT- IP address: 158.172.129.191
-  Signer vosseler@bbaviat.com entered name at signing as Vosseler
2023-01-25 - 9:07:35 AM GMT- IP address: 158.172.129.191
-  Document e-signed by Vosseler (vosseler@bbaviat.com)
Signature Date: 2023-01-25 - 9:07:37 AM GMT - Time Source: server- IP address: 158.172.129.191
-  Document emailed to wgraydon@egtsinc.com for signature
2023-01-25 - 9:07:38 AM GMT
-  Email viewed by wgraydon@egtsinc.com
2023-01-25 - 11:09:50 AM GMT- IP address: 71.42.6.83
-  Signer wgraydon@egtsinc.com entered name at signing as Wiley K Graydon, IV
2023-01-25 - 11:11:07 AM GMT- IP address: 71.42.6.83
-  Document e-signed by Wiley K Graydon, IV (wgraydon@egtsinc.com)
Signature Date: 2023-01-25 - 11:11:09 AM GMT - Time Source: server- IP address: 71.42.6.83
-  Agreement completed.
2023-01-25 - 11:11:09 AM GMT

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.3.

Meeting Date: February 27, 2023

From: Andi Purvis, (City Clerk), Cliff Kelsey, (Public Works Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting a Right-of-Way Deed to the City of Leesburg from Strada Development, LLC, for the purpose of dedicating all roadways located within Bradford Ridge as described therein; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Right-of-Way Deed from Strada Development, LLC, for the roadways described therein.

Analysis:

Strada Development, LLC is granting a Right-of-Way Deed to the City of Leesburg, Florida for dedicating all roadways located within Bradford Ridge, per the Plat recorded in Plat Book 77, page 26, inclusive, Public Records of Lake County, Florida.

Strada Development, LLC has delivered to the City of Leesburg a 2-year Maintenance Bond dated January 18, 2022 and a title commitment was provided for the property.

Procurement Analysis:

N/A

Options:

1. Adopt the Resolution accepting and approving the Right-of-Way Deed 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 RIGHT-OF-WAY DEED TO THE CITY OF LEESBURG FROM STRADA DEVELOPMENT, LLC, FOR THE PURPOSE OF DEDICATING ALL ROADWAYS LOCATED WITHIN BRADFORD RIDGE AS DESCRIBED THEREIN; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Right-of-Way Deed granted to the City of Leesburg by Strada Development, LLC, for all roadways located within Bradford Ridge, per the Plat recorded in Plat Book 77, Page 26, inclusive, Public Records of Lake County, Florida is hereby accepted.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 27th day of February 2023.

Mayor

ATTEST:

City Clerk

Prepared by and return to:
William Grant Watson, Esq.
Stone & Gerken, P.A.
4850 N. Highway 19A
Mount Dora, FL 32757
352-357-0330

Consideration: \$10.00

[Space Above This Line For Recording Data]

RIGHT-OF-WAY DEED

THIS INDENTURE made this _____ day of _____, 2023, between STRADA DEVELOPMENT, LLC, a Florida limited liability company, whose post office address is 3400 St. Johns Parkway, Sanford, Florida 32771, hereinafter referred to as "Grantor", to THE CITY OF LEESBURG, a Florida municipal corporation, whose post office address is 501 W. Meadow Street, Leesburg, Florida 34748, hereinafter referred to as "Grantee".

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

WITNESSETH:

That the Grantor, for and in consideration of the sum of \$10.00, in hand paid by the said Grantee, and other good and valuable consideration, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the Grantee, its successors and assigns forever, the following described land, situate, lying, and being in Lake County, Florida, to wit:

All streets located within BRADFORD RIDGE, according to the plat thereof, recorded in Plat Book 77, Page 26, of the Public Records of Lake County, Florida.

Grantor does hereby fully warrant the title to said lands and will defend the same against lawful claims of all persons whosoever.

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

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

Signed, sealed and delivered
in our presence:

GRANTOR:

STRADA DEVELOPMENT, LLC,
a Florida limited liability company.

Jennifer Golloway
Print Name: Jennifer Golloway
Amanda Nazario
Print Name: Amanda Nazario

By:

Joseph Strada
Joseph Strada, Manager

(Seal)

STATE OF FLORIDA

COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 7 day of February 2023, by Joseph Strada, as Manager of STRADA DEVELOPMENT, LLC, a Florida limited liability company, on behalf of the Company, who is personally known to me or ☐ who produced the following identification:

Marcia Wood
Notary Public Signature
Marcia Wood
Notary Public Name

My Commission Number: HH102413
My Expiration Date: 3/9/25

(seal)



Marcia Wood
Notary Public
State of Florida
Comm# HH102413
Expires 3/9/2025

MAINTENANCE BOND

Bond No. 0239477

KNOW ALL MEN BY THESE PRESENTS, Paqco, Inc., 101 Weber Avenue, Leesburg, FL 34748, as Principal, and Berkley Insurance Company, 475 Steamboat Road, Greenwich, CT 06830, a corporation organized under the laws of the State of Delaware, and licensed to transact business in the State of Florida, as Surety, are held and firmly bound unto City of Leesburg 204 N. 5th Street, Leesburg, FL 34748, as Obligee, in the penal sum of One Hundred Fourteen Thousand Four Hundred Fifty Three & 56/100ths Dollars (\$114,453.56), lawful money of the United States of America, for which payment, well and truly to be made, Principal and Surety bind themselves, their legal representatives, successors, or assigns, jointly and severally, firmly by these presents.

WHEREAS, on the Principal entered into a written contract with the said Obligee for Bradford Ridge – MJSB-20-138, and

WHEREAS, the Obligee requires that these presents be executed on or before the final completion and acceptance of said Contract, and

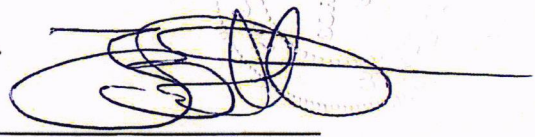
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall remedy, without cost to the Obligee, any defects caused by defective or inferior materials or workmanship, which may develop during a period of 24 months from the date of completion and acceptance of the work performed under the contract, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

Any suit under this bond must be instituted before the expiration of one year from completion of the maintenance period.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.

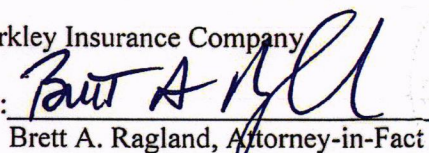
SIGNED, SEALED AND DATED this 18th day of January, 2022 .

Paqco, Inc.



Berkley Insurance Company

By:


Brett A. Ragland, Attorney-in-Fact

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.

No. BI-10099e

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Joseph D. Johnson, Jr.; Brett A. Ragland; Francis T. O'Reardon; Joseph D. Johnson, III; Kanani H. Cordero; or Tyler Ragland of Joseph D. Johnson & Company of Orlando, FL* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed One Hundred Million and 00/100 U.S. Dollars (U.S.\$100,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 3rd day of March, 2020.

Attest:

(Seal)

By

Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafler
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 3rd day of March, 2020, by Ira S. Lederman and Jeffrey M. Hafler who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDABAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C. Rundabaken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

(Given under my hand and seal of the Company, this 18th day of January, 2021.

(Seal)

Vincent P. Forte
Vincent P. Forte



**Transaction Identification Data, for which the Company assumes no liability as set forth in
Commitment Condition 5.e.:**

Issuing Agent: Akerman LLP

Issuing Office:

Issuing Office's ALTA® Registry ID:

Commitment Number: 2037-6307092

Issuing Office File Number: 0365497

Property Address: Bradford Ridge Drive, Leesburg, FL

Revision Number:

SCHEDULE A

1. Commitment Date: January 06, 2023, at 8:00 a.m.
2. Policy to be issued:
 - a. ☒ ALTA® Owner's Policy
Proposed Insured: City of Leesburg, a municipal corporation of the State of Florida
Proposed Amount of Insurance: \$1,000.00
The estate or interest to be insured: See Item 3 below
 - b. ☐ ALTA® Loan Policy
Proposed Insured:
Proposed Amount of Insurance: \$
The estate or interest to be insured:
 - c. ☐ ALTA® Loan Policy
Proposed Insured:
Proposed Amount of Insurance: \$
The estate or interest to be insured:
3. The estate or interest in the Land at the Commitment Date is:

Fee Simple
4. The Title is, at the Commitment Date, vested in:

Strada Development LLC, a Florida limited liability company, by virtue of Book 5593, Page 1352.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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5. The Land is described as follows:

See Exhibit A attached hereto and made a part hereof

Akerman LLP

By: *Christopher W. Hayes / LC*
(e-signed 011123)

Authorized Signatory

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Issuing Office File Number: 0365497

SCHEDULE B, PART I—Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a) Warranty Deed from Strada Development LLC, a Florida limited liability company, to City of Leesburg, a municipal corporation of the State of Florida. In connection with said deed, we will further require regarding the grantor:
 - i. Production of a copy of the articles of organization and operating agreement if adopted, with an affidavit affixed thereto that it is a true copy of the articles of organization and operating agreement, and all amendments thereto (the "Enabling Documents"), and that the limited liability company has not been dissolved;
 - ii. That said deed shall be executed by all of the members, unless the articles of organization provide that the company shall be governed by managers, then said deed shall be executed by all of the managers;
 - iii. If the Enabling Documents authorize less than all of the members, or managers as the case may be, to execute a conveyance, then said deed may be executed by such members or managers as are authorized by the articles of organization and operating agreement to execute a conveyance, together with any documentary evidence which may be necessary to show the authority of the parties executing the deed to bind the limited liability company;
 - iv. Should any member, or manager if applicable, be other than a natural person, we will require proof of good standing as well as documentation of authority of the person to execute documents on its behalf;

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- v. Certificate from the Secretary of State (or other governmental agency designated for the filing of the Enabling Documents) of said limited liability company's domicile, showing the limited liability company to have been formed prior to the date of acquisition, together with proof as to the current status of said limited liability company;
 - vi. Documentary evidence in recordable form, showing compliance with all requirements regarding conveying company property contained in the Enabling Documents; and
 - vii. The Company reserves the right to amend the commitment, including but not limited to, the addition of further requirements and/or exceptions as it deems necessary based upon a review of any of the documentation required above.
- 5. The actual value of the estate or interest to be insured must be disclosed to the Company and, subject to approval by the Company, entered as the amount of the Policy to be issued. Until the amount of the Policy to be issued shall be determined and entered as aforesaid, it is agreed by and between the Company, the applicant for this Commitment, and every person relying on this Commitment, that the Company cannot be required to approve any such evaluation in excess of \$1,000.00, and the total liability of the Company on account of this Commitment shall not exceed said amount.
 - 6. Satisfactory verification from appropriate governmental authorities that any and all unrecorded Special Taxing District Liens, City and County Special Assessment Liens, MSBU Assessment Liens, Impact Fees, and Water, Sewer and Trash Removal Charges, have been paid.
 - 7. Proof of payment of any and all Association liens and/or assessments against the land described in Schedule A (including, but not limited to, any special assessments or payments due to others such as master associations).
 - 8. Execution at time of closing of the Seller/Owner's Affidavit by owners herein disclosing all facts relative to mechanics', laborers' and materialmen's liens and all facts relevant to parties in possession of the premises to be insured at time of closing. The Company reserves the right to make additional requirements in relation thereto.
 - 9. If the amount of insurance to be issued exceeds the authority of the agent under the existing Agency Agreement with the Company, the Company requires that the agent obtain specific underwriting approval from First American.
 - 10. Proof of payment of taxes and assessments for the year 2022, and prior years, plus any penalties and interest.

Note: The following is for informational purposes only and is given without assurance or guarantee: 2022 taxes show **PAID**. The gross amount is \$8,709.92 for Tax Identification No. 2019250004-000-04000.

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First American

**ALTA Commitment for Title Insurance
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NOTE: Because the land appears of record to be unencumbered, the Company requires that the affirmative declarations of the title affidavit, which includes a representation that there are no mortgages or other liens against the land whether recorded or not recorded, be properly emphasized before execution. Just as in all transactions, every seller/borrower must be encouraged to disclose any off record encumbrance, lien, or other matter that may affect title before the Company is willing to rely upon the representations contained within the title affidavit.

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Issuing Office File Number: 0365497

SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Effective Date but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any rights, interests, or claims of parties in possession of the land not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.
4. Any lien, for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the Public Records.
5. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the Land prior to Date of Policy, and any adverse claim to all or part of the Land that is, at Date of Policy, or was previously under water.
6. Taxes or special assessments not shown as liens in the Public Records or in the records of the local tax collecting authority, at Date of Policy.
7. Any minerals or mineral rights leased, granted or retained by current or prior owners.
8. Taxes and assessments for the year 2023 and subsequent years, which are not yet due and payable.

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Form 50184612 (10-3-22)

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NOTES FOR STANDARD EXCEPTIONS: Standard Exceptions for parties in possession, for mechanics liens, and for taxes or special assessments not shown as liens in the public records shall be deleted upon receipt of an acceptable Non-Lien and Possession Affidavit establishing who is in possession of the lands, that there are no liens or encumbrances upon the lands other than as set forth in the Commitment, that no improvements to the lands have been made within the past 90 days or are contemplated to be made before closing that will not be paid in full, and that there are no unrecorded taxes or assessments that are not shown as existing liens in the public records. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said affidavit.

Standard Exception(s) for questions of survey may be deleted upon receipt and review of a properly certified Survey meeting the Florida Minimum Technical Standards for all land surveys dated no more than 90 days prior to closing or such other proof as may be acceptable to the Company. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said survey or proof.

The Standard Exception for any minerals or mineral rights leased, granted or retained by current or prior owners is hereby deleted.

9. Declaration of Easements, Covenants and Restrictions recorded March 6, 2007 in Book 3382, Page 122 and Amendment to Declaration of Easements, Covenants and Restrictions recorded October 4, 2019 in Book 5352, Page 1514.
10. Provisions of the Plat of BRADFORD RIDGE, recorded March 18, 2022 in Plat Book 77, Pages 26 and 27.
11. Declaration of Covenants, Conditions, Easements and Restrictions for Bradford Ridge recorded March 18, 2022 in Book 5920, Page 1.
12. Terms and conditions of any existing unrecorded lease(s), and all rights of lessee(s) and any parties claiming through the lessee(s) under the lease(s).

Searched by: Gregory Isbell/Senior Commercial Title Examiner - - GISbell@firstam.com

Note: All of the recording information contained herein refers to the Public Records of LAKE County, Florida, unless otherwise indicated. Any reference herein to a Book and Page or Instrument Number is a reference to the Official Record Books of said county, unless indicated to the contrary.

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Form 50184612 (10-3-22)



First American

**ALTA Commitment for Title Insurance
Florida Modified - 2021 v. 01.00 (07-01-2021)**

First American Title Insurance Company
2301 Maitland Center Parkway
Maitland, FL 32751
Phn - (407)691-5200
Fax - (407)691-5300

January 10, 2023

Re: File #2037-6307092
Property Address: TBD, TBD, FL

REISSUE CREDIT NOTICE

Issued by

First American Title Insurance Company

YOU MAY BE ENTITLED TO A REDUCED PREMIUM FOR TITLE INSURANCE IF THIS OFFICE IS PROVIDED WITH A PRIOR OWNER'S POLICY INSURING THE SELLER OR MORTGAGOR IN THE CURRENT TRANSACTION.

The purpose of this letter is to provide you with important information regarding the title insurance premium that has been or will be charged in connection with this transaction.

Eligibility for a discounted title insurance premium will depend on:

REFINANCE TRANSACTIONS:

To qualify for a reduced premium for title insurance you must provide our office with a copy of your prior owner's policy of title insurance insuring your title to the above-referenced property.

SALES TRANSACTIONS:

To qualify for a reduced premium for title insurance you must provide our office with a copy of your (or your seller's) prior owner's policy of title insurance insuring your title to the above referenced property. The effective date of the prior owner's policy must be less than three years old or the property insured by the policy must be unimproved (except roads, bridges, drainage facilities and utilities are not considered improvements for this purpose).

To qualify for the reduced rate, you or your representative may hand deliver, mail or fax a copy of the prior owner's policy of title insurance to your First American issuing agent conducting your settlement prior to closing, although we will accept the prior policy up to 5 working days after the closing date of your transaction.

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First American

**ALTA Commitment for Title Insurance
Florida Modified - 2021 v. 01.00 (07-01-2021)**

EXHIBIT A

The Land referred to herein below is situated in the County of LAKE, State of Florida, and is described as follows:

All streets located within BRADFORD RIDGE, according to the plat thereof as recorded in Plat Book 77, Pages 26 and 26, Public Records of Lake County, Florida.

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First American

**ALTA Commitment for Title Insurance
Florida Modified - 2021 v. 01.00 (07-01-2021)**

**ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIRST AMERICAN TITLE INSURANCE COMPANY**

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

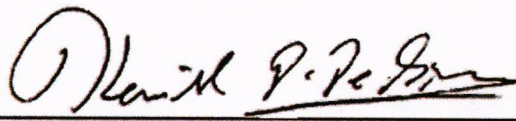
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

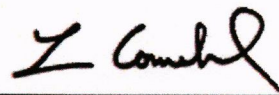
COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

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3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- the Notice;
 - the Commitment to Issue Policy;
 - the Commitment Conditions;
 - Schedule A;
 - Schedule B, Part I—Requirements; and
 - Schedule B, Part II—Exceptions; and
 - a counter-signature by the Company or its issuing agent that may be in electronic form.
4. **COMPANY'S RIGHT TO AMEND**
The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.
5. **LIMITATIONS OF LIABILITY**
- The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - comply with the Schedule B, Part I—Requirements;
 - eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - acquire the Title or create the Mortgage covered by this Commitment.
 - The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
 - The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
 - The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
 - The Company is not liable for the content of the Transaction Identification Data, if any.
 - The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
 - The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

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Form 50184612 (10-3-22)



- 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
 - b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
 - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
- 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**
- The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
- 8. PRO-FORMA POLICY**
- The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
- 9. CLAIMS PROCEDURES**
- This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
- 10. ARBITRATION**
- The Policy contains an arbitration clause as follows:
- a. All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at www.alta.org/arbitration. The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Form 50184612 (10-3-22)



American Arbitration Association ("AAA Rules"). The AAA Rules are available online at www.adr.org.

- b. *If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 18 (Condition 17 of the Loan Policy), then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 18 (Condition 17 of the Loan Policy).*
- c. Fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.

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Form 50184612 (10-3-22)

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.4.

Meeting Date: February 27, 2023

From: Brandy McDaniel, (Budget Director)

Subject: City Commission approval of the budget calendar for Fiscal Year 2023-24, which includes dates for Commission workshops.

Staff Recommendation:

Staff recommends City Commission approval of the budget calendar for fiscal year 2023-24, which includes dates for the commission workshop meetings.

Analysis:

The first step in the budget process is to establish a budget calendar for fiscal year 2023-24. By law the City is allowed 45 days from July 1st or the date the Property Appraiser notifies the City Commission of the certified taxable values of 2023, whichever is later, to certify the following:

- 1) the proposed millage rate for 2023,
- 2) rolled back millage rate for 2023, and
- 3) the date, time, and place of the public hearing to consider the proposed millage rate and tentative budget.

Since the City may not hold a budget hearing on the same day as Lake County or the Lake County School Board, staff has tentatively scheduled the first public hearing for September 14, 2023.

As indicated on the attached calendar, the budget work sessions, subject to approval and/or modification by the Commission are scheduled as follows:

June 26th	Establish the Preliminary 2023 Fire Assessment Fee
July 6th, 11th & 13th	Budget/Capital Improvement workshops
July 10th	Establish 2023 millage rate
September 14th	Final adoption of the 2023 Fire Assessment Fee
September 14th	Establish CRA budgets & tentatively adopt the 2023 millage rate
September 25th	Final adoption of the 2023 millage rate and the FY 23-24 Budget

Procurement Analysis:

N/A

Options:

1. Approve the budget calendar, as presented; or
2. Approve the budget calendar as modified by the City Commission.

Fiscal Impact:

None

**CITY OF LEESBURG, FLORIDA
BUDGET CALENDAR
FISCAL YEAR 2023-24**

2023 Date, Day	Responsible Party	Required Activity	Requirement Reference
February 27, Monday	City Commission	Adopt budget calendar for the fiscal year 2023-24 budget	
March 27, Monday	Department Directors	Deadline for submission to the Budget Manager of Utility Revenue Projections for fiscal year 2023-24	
April 3, Monday	Department Directors	Deadline for submission to the Budget Manager of budget requests for fiscal year 2023-24	
April 24-May 19, Monday- Friday	City Manager	Meet with governmental fund departments to discuss fiscal year 2023-24 budget requests, including goals and tasks	
May 22-June 2, Monday-Friday	City Manager	Meet with Utility funds to discuss fiscal year 2023-24 budget requests, including goals and tasks	
On or before June 1, Thursday	Property Appraiser	Provide an estimate of 2023 total assessed values of nonexempt property for budget planning purposes	Section 200.065 (7), Florida Statutes
June 16, Friday	Budget Manager	Present the draft budget for fiscal year 2023-24 to the City Manager for review and analysis	
June 23, Friday	City Manager	Present the draft budget for fiscal year 2023-24 to the City Commission for review and analysis	Section 200.065 (2)(a)2, Florida Statutes, Section 28, Leesburg City Charter
June 26, Monday	City Commission	Adopt Preliminary Fire Assessment Resolution for fiscal year 2023-24	Section 197.3632, Florida Statutes
On or before July 1, Saturday	Property Appraiser	Submit 2023 certified taxable values to the City Commission	Florida Statutes, Section 200.065 (1), Florida Statutes
July 6, Thursday	City Commission	Conduct budget/capital improvement work session regarding the proposed budget for fiscal year 2023-24	
July 10, Monday	City Commission	Establish the maximum millage rate for fiscal year 2023-24	
July 11 & 13, Tuesday, Thursday	City Commission	Conduct budget/capital improvement work session regarding the proposed budget for fiscal year 2023-24	
On or before August 1, Tuesday	City Commission	Notify the Property Appraiser of: 1. The proposed millage rate for 2023; 2. The rolled back millage rate for 2023; 3. The date, time and place of the public hearings to consider the proposed millage rates and tentative budgets	Section 200.065 (2)(b), Florida Statutes

**CITY OF LEESBURG, FLORIDA
BUDGET CALENDAR
FISCAL YEAR 2023-24**

2023 Date, Day	Responsible Party	Required Activity	Requirement Reference
On or before August 16, Wednesday	Finance Director/ City Clerk	Advertise public hearing to adopt the Final Fire Assessment Resolution for 2023-24	Section 197.3632, Florida Statutes
On or before August 24, Thursday	Property Appraiser	Mail notices of proposed property taxes for 2023 to each taxpayer listed on the current year assessment roll	Section 200.065 (2)(b), Florida Statutes, Section 200.069, Florida Statutes
September 14, Thursday	CRA Board	Establish budgets for Community Redevelopment Agencies	
September 14, Thursday	City Commission	Conduct public hearing to adopt Annual Fire Assessment Resolution for fiscal year 2023-24	Section 197.3632, Florida Statutes
September 14, Thursday	City Commission	Conduct public hearings to consider adoption of the tentative millage rate for fiscal year 2023-24. All hearings <u>must</u> begin after 5:00 P.M.	Section 166.241 (3), Florida Statutes, Section 200.065 (2)(c)-(e), Florida Statutes
September 21, Thursday	Finance Director/ City Clerk	Advertise public hearings to consider final adoption of the budgets, increases in property taxes and operating expenditures (if applicable), and adoption of millage rate for fiscal year 2023-24	Section 200.065 (2)(d), Florida Statutes, Sections 200.065 (3),(a),(b) and (h)-(l), Florida Statutes
September 25, Monday	City Commission	Conduct public hearings to consider final adoption of the budget/capital improvement plan, and millage rate for fiscal year 2023-24. All hearings <u>must</u> be after 5:00 P.M.	Section 166.241 (3), Florida Statutes, Section 200.065 (2)(d), (e), Florida Statutes
September 29, Friday	City Commission	Certify to the Property Appraiser the adopted millage rate for fiscal year 2023-24.	Section 200.065 (4), Florida Statutes
December	Budget Manager	Begin distribution of final budget documents	

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.5.

Meeting Date: February 27, 2023

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

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Villages of West Lake Unit No. 74, a subdivision of the City of Leesburg, Florida, being a portion of Sections 8, 9, 16, and 17, Township 20 South, Range 24 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Villages of West Lake Unit No. 74)

Staff Recommendation:

Staff recommends approval of the plat for Villages of West Lake Unit No. 74 Subdivision.

Analysis:

The property is generally located east of the intersection of the Florida Turnpike and County Road 470. The proposal is for approval of a plat consisting of 50 single-family residential lots. The review process for zoning, site plan and construction plans has been completed. Approval of this plat will complete the project review process and allow for the applicant(s) to apply for building permits, construct, and sell homes within this new subdivision.

Procurement Analysis:

N/A

Options:

1. Approve the request for a plat of the new Villages of West Lake Unit No. 74 subdivision; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

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

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ACCEPTING AND APPROVING A PLAT FOR VILLAGES OF WEST LAKE UNIT NO. 74, A SUBDIVISION OF THE CITY OF LEESBURG, FLORIDA, BEING A PORTION OF SECTIONS 8, 9, 16, AND 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, AND ACCEPTING AND DEDICATING TO THE USE OF THE PUBLIC ANY EASEMENTS OR PUBLIC PLACES SHOWN THEREON AS BEING DEDICATED TO THE PUBLIC; AND PROVIDING AN EFFECTIVE DATE. (VILLAGES OF WEST LAKE UNIT NO. 74)

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

THAT the plat of the following described lands, which is named Villages of West Lake Unit No. 74 is hereby approved and accepted by the City of Leesburg, Florida; being

A PARCEL OF LAND LYING WITHIN SECTIONS 8, 9, 16 AND 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 8; THENCE ALONG THE EAST LINE THEREOF RUN N00°30'28"E, 100.00 FEET TO THE NORTHEAST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4496, PAGE 70, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID LANDS AND EAST LINE RUN N00°25'49"E, 233.76 FEET; THENCE N42°21'52"E, 42.47 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 116.50 FEET AND A CHORD BEARING AND DISTANCE OF N14°47'07"W, 123.46 FEET TO WHICH A RADIAL LINE BEARS S43°13'01"W; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 63°59'44", AN ARC DISTANCE OF 130.12 FEET TO THE POINT OF TANGENCY; THENCE N17°12'45"E, 37.95 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 93°10'21", AN ARC DISTANCE OF 40.65 FEET TO THE POINT OF CUSP OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 928.50 FEET AND A CHORD BEARING AND DISTANCE OF S47°10'32"E, 894.17 FEET TO WHICH A RADIAL LINE BEARS N14°02'24"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 57°34'08", AN ARC DISTANCE OF 932.93 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 428.50 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22°15'50", AN ARC DISTANCE OF 166.50 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 774.50 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25°59'21", AN ARC DISTANCE OF 351.31 FEET; THENCE ALONG A NON-TANGENT LINE RUN S68°18'26"W, 779.80 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1,196.40 FEET AND A CHORD BEARING AND DISTANCE OF N21°54'49"W, 343.17 FEET TO WHICH A RADIAL LINE

BEARS N76°19'56"E; SAID POINT ALSO BEING ON THE EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 470 (A 100 FOOT WIDE RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 11670-2601); THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°29'29", AN ARC DISTANCE OF 344.36 FEET TO THE SOUTH LINE OF AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4496, PAGE 70; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE AND ALONG SAID SOUTH LINE RUN S89°13'08"E, 120.24 FEET TO THE SOUTHEAST CORNER OF SAID LANDS AND THE EAST LINE OF THE NORTHEAST 1/4 OF AFORESAID SECTION 17; THENCE ALONG SAID EAST LINE RUN N00°46'52"E, 535.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 16.78 ACRES, MORE OR LESS.

(See Exhibit A, Villages of West Lake Unit No. 74 Plat attached)

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 27th day of February 2023.

ATTEST:

Mayor

City Clerk

VILLAGES OF WEST LAKE UNIT NO. 74

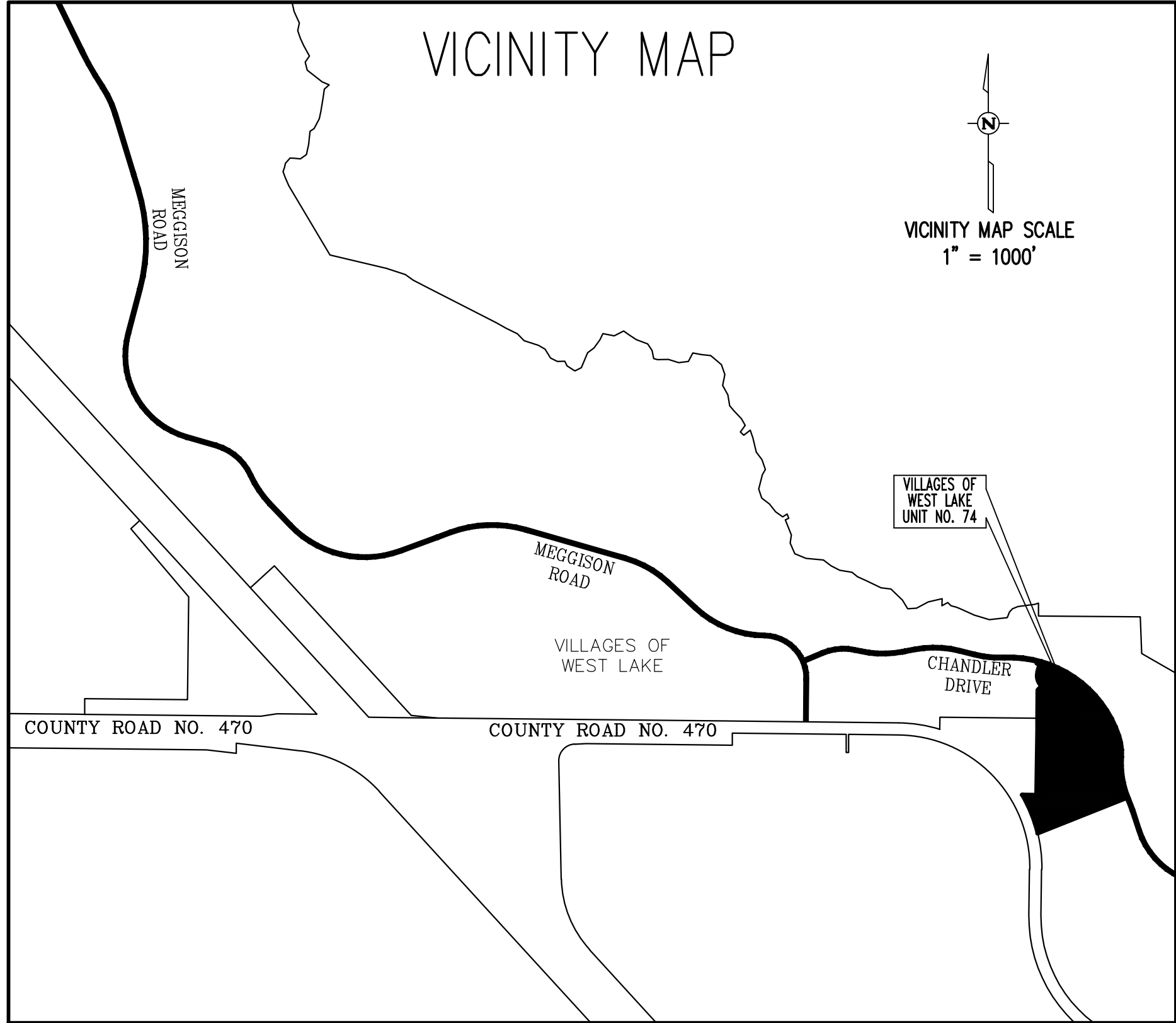
SECTIONS 8, 9, 16 AND 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN SECTIONS 8, 9, 16 AND 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 8; THENCE ALONG THE EAST LINE THEREOF RUN N00°30'28"E, 100.00 FEET TO THE NORTHEAST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4496, PAGE 70, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID LANDS AND EAST LINE RUN N00°25'49"E, 233.76 FEET; THENCE N42°21'52"E, 42.47 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 116.50 FEET AND A CHORD BEARING AND DISTANCE OF N14°47'07"W, 123.46 FEET TO WHICH A RADIAL LINE BEARS S43°13'01"W; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 63°59'44", AN ARC DISTANCE OF 130.12 FEET TO THE POINT OF TANGENCY; THENCE N17°12'45"E, 37.95 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 93°10'21", AN ARC DISTANCE OF 40.65 FEET TO THE POINT OF CUSP OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 928.50 FEET AND A CHORD BEARING AND DISTANCE OF S47°10'32"E, 894.17 FEET TO WHICH A RADIAL LINE BEARS N14°02'24"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 57°34'08", AN ARC DISTANCE OF 932.93 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 428.50 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22°15'50", AN ARC DISTANCE OF 166.50 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 774.50 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25°59'21", AN ARC DISTANCE OF 351.31 FEET; THENCE ALONG A NON-TANGENT LINE RUN S68°18'26"W, 779.80 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1,196.40 FEET AND A CHORD BEARING AND DISTANCE OF N21°54'49"W, 343.17 FEET TO WHICH A RADIAL LINE BEARS N76°19'56"E; SAID POINT ALSO BEING ON THE EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 470 (A 100 FOOT WIDE RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 11670-2601); THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°29'29", AN ARC DISTANCE OF 344.36 FEET TO THE SOUTH LINE OF AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4496, PAGE 70; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE AND ALONG SAID SOUTH LINE RUN S89°13'08"E, 120.24 FEET TO THE SOUTHEAST CORNER OF SAID LANDS AND THE EAST LINE OF THE NORTHEAST 1/4 OF AFORESAID SECTION 17; THENCE ALONG SAID EAST LINE RUN N00°46'52"E, 535.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 16.78 ACRES, MORE OR LESS.



50 LOTS – 5 TRACTS

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL, IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

NOTES:

1.) BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE NORTH AMERICAN DATUM (NAD) OF 1983 WITH 2011 ADJUSTMENT AS DERIVED FROM THE L-NET NETWORK (TOPNET ONSS NETWORK). AS A REFERENCE, THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 24 EAST, HAS A BEARING OF NORTH 00°30'28" EAST.

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

3.) ALL DISTANCES SHOWN ARE IN FEET.

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

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

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

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

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

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

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

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

SHEET 1 OF 4

PLAT BOOK _____

PAGE _____

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, THE VILLAGES LAND COMPANY, LLC (THE DEVELOPER) HAS CAUSED TO BE MADE THIS PLAT, VILLAGES OF WEST LAKE UNIT NO. 74, A SUBDIVISION OF LAND HEREIN DESCRIBED AND JOINS WITH VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14 (THE DISTRICT) TO HEREBY DEDICATE THE ROADWAYS SHOWN HEREON TO THE CITY OF LEESBURG AND THE PERPETUAL USE OF THE PUBLIC; AND DEDICATES TRACTS "A", "B", "C", "D" AND "E" TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14.

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

(1) _____
SIGNATURE
PRINT NAME
(2) _____
SIGNATURE
PRINT NAME
BY: _____
MARTIN L. DZURO,
MANAGER

WITNESSES: VILLAGE COMMUNITY DEVELOPMENT
DISTRICT NO. 14
(1) _____
SIGNATURE
PRINT NAME
(2) _____
SIGNATURE
PRINT NAME
BY: _____
C. DALE BORROWMAN,
CHAIR

STATE OF FLORIDA
COUNTY OF SUMTER

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

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

STATE OF FLORIDA
COUNTY OF SUMTER

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

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

CERTIFICATE OF SURVEYOR

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

_____, DATE: _____
KAYE M. JAMESON, P.S.M. – REGISTRATION NUMBER 5912
CLYMER FARNER BARLEY SURVEYING, LLC – REGISTRATION NUMBER LB 8498
4450 N.E. 83RD ROAD
WILDWOOD, FLORIDA 34785

SEAL

STATEMENT OF REVIEWER

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

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

SEAL

PREPARED BY:



CFB
SURVEYING
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352) 748-3126 LB8498

CLYMER
FARNER
BARLEY

VILLAGES OF WEST LAKE UNIT NO. 74

SECTIONS 8, 9, 16 AND 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

SHEET 2 OF 4

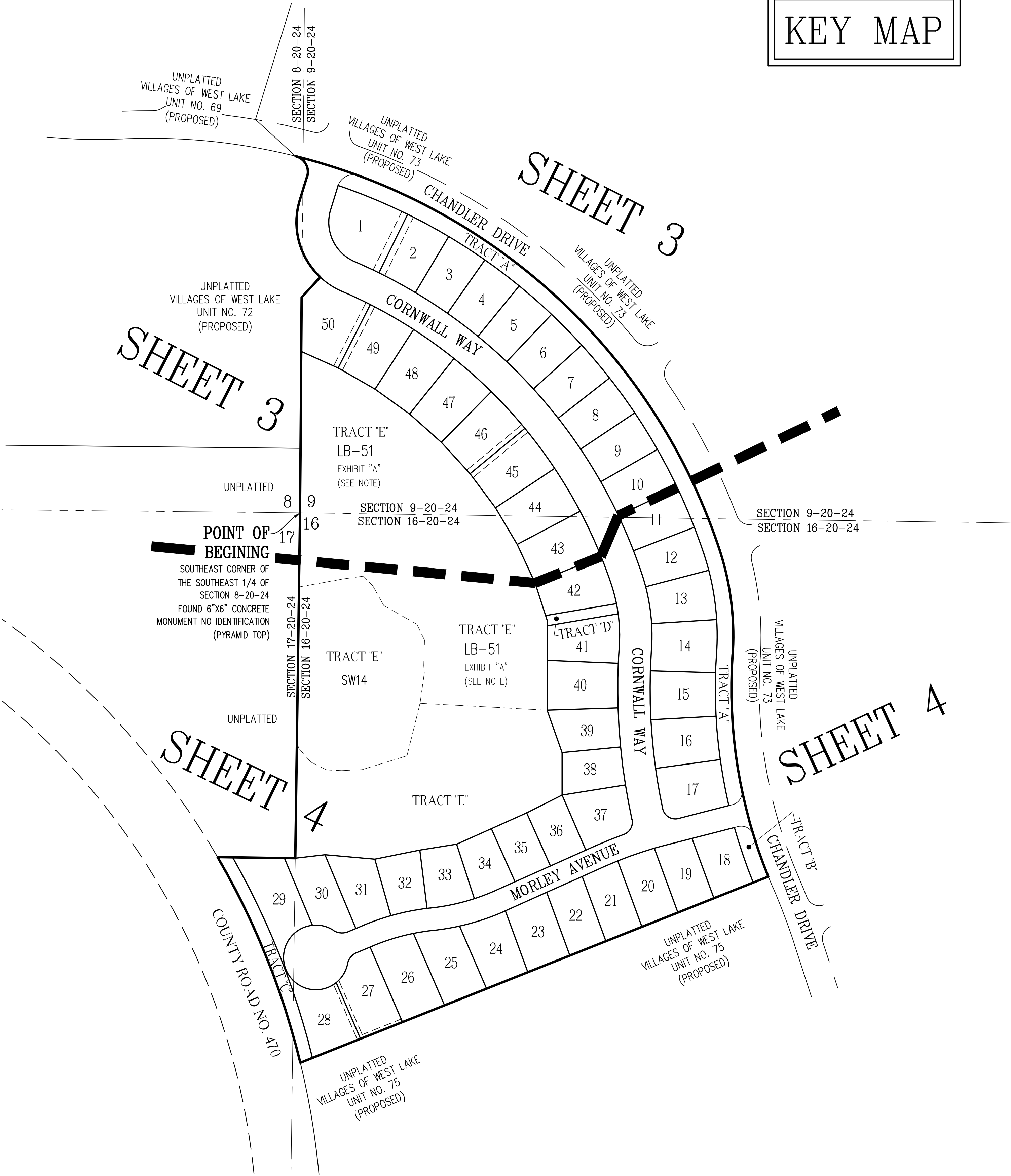
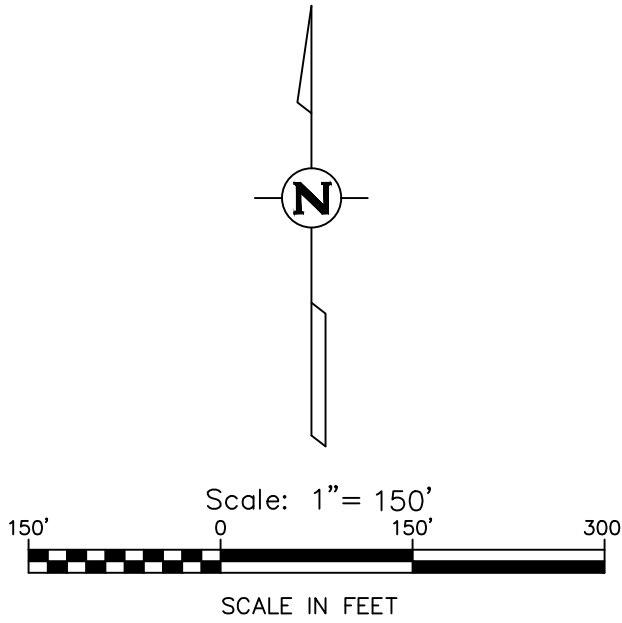
PLAT BOOK _____
PAGE _____

TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	30,763	0.71
B	2,136	0.05
C	6,797	0.16
D	1,769	0.04
E	241,063	5.53

NOTE

EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 6016,
PAGES 35-53. (STORMWATER RUNOFF, RETENTION & TREATED
EFFLUENT)

KEY MAP



LEGEND

- INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #4709), UNLESS OTHERWISE NOTED.
- ▣ INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET (LB #4709 LB #8498)
- INDICATES P.K. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #4709 LB #8498 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
- INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.091(9) FLORIDA STATUTES. (SEE NOTE #6.)
- C9 INDICATES CURVE NUMBER IN CURVE TABLE
- L9 INDICATES LINE NUMBER IN LINE TABLE
- Δ INDICATES CENTERLINE
- Δ INDICATES DELTA (CENTRAL ANGLE OF CURVE)
- CB INDICATES CHORD BEARING
- CH INDICATES CHORD DISTANCE
- L INDICATES ARC LENGTH
- LB INDICATES LICENSED BUSINESS
- NO. INDICATES NUMBER
- ORB INDICATES OFFICIAL RECORDS BOOK
- PC INDICATES POINT OF CURVATURE
- POC INDICATES POINT ON CURVE
- PCC INDICATES POINT OF COMPOUND CURVATURE
- PRC INDICATES POINT OF REVERSE CURVATURE
- PT INDICATES POINT OF TANGENCY
- R INDICATES RADIUS LENGTH
- (R) INDICATES RADIAL LINE
- DRA INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
- GFE INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
- SE INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.
- PB INDICATES PLAT BOOK
- PG INDICATES PAGE
- PCS INDICATES PAGES
- SQ FT INDICATES SQUARE FEET
- R/W INDICATES RIGHT-OF-WAY

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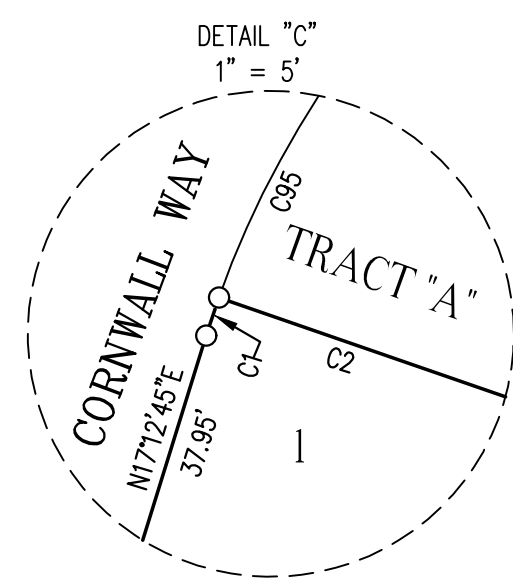
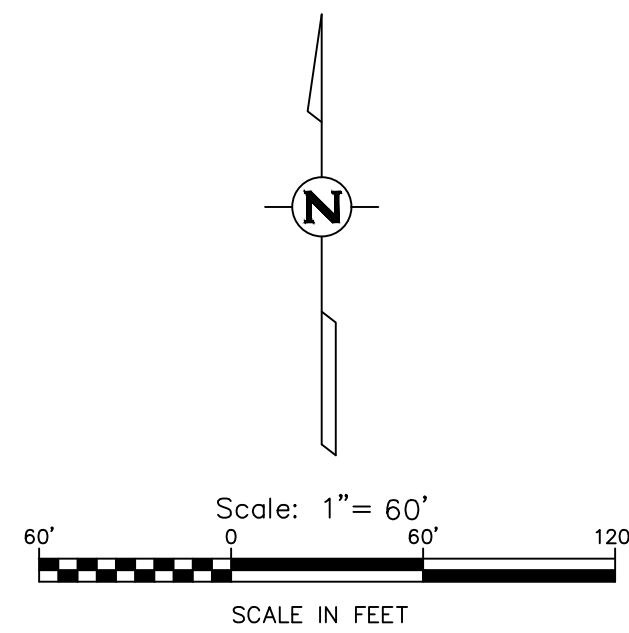
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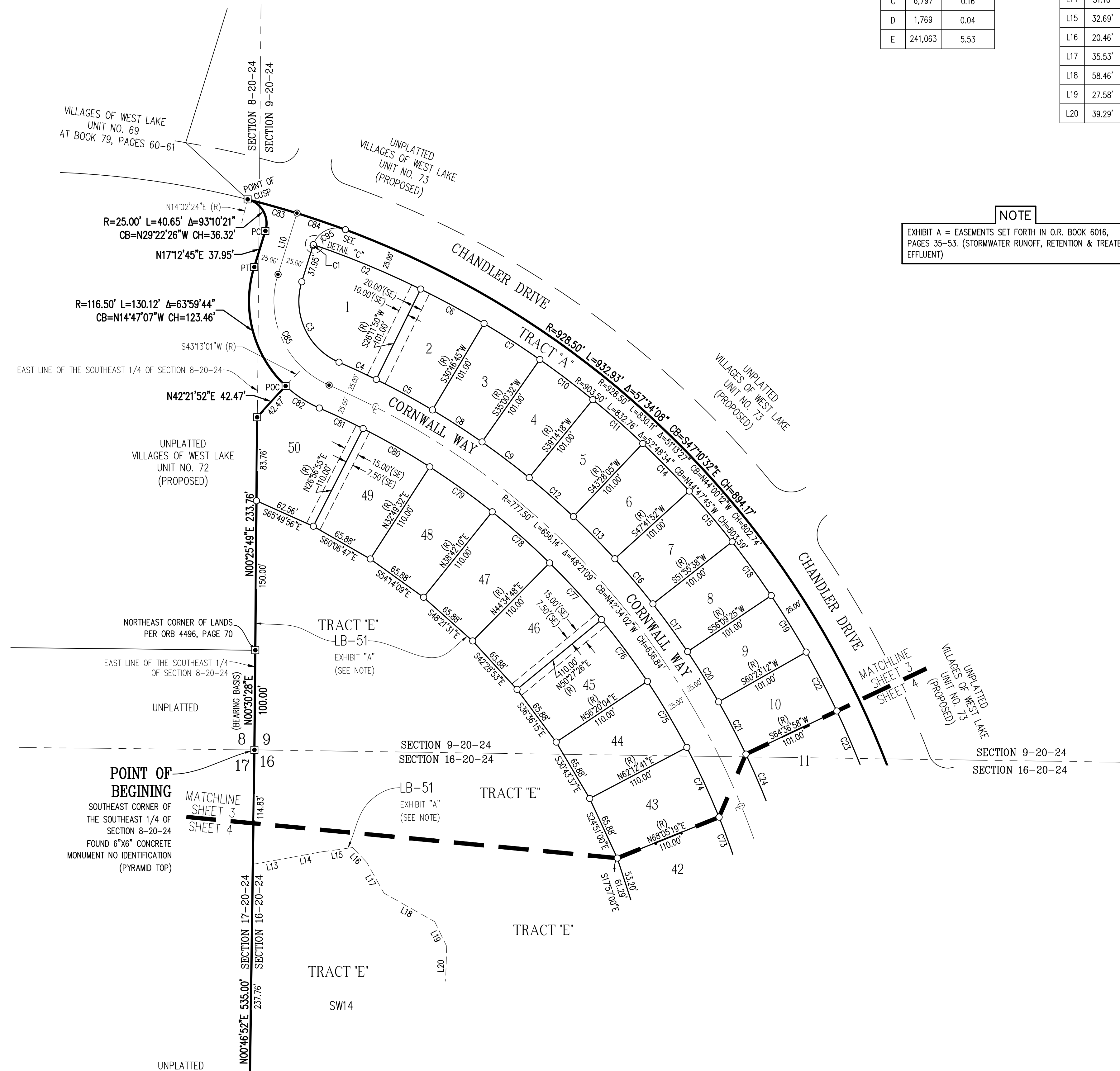
SHEET 3 OF 4

PLAT BOOK

PAGE



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○	INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.09(9) FLORIDA STATUTES. (SEE NOTE #6.)
C9	INDICATES CURVE NUMBER IN CURVE TABLE
L9	INDICATES LINE NUMBER IN LINE TABLE
Δ	INDICATES CENTERLINE
Δ	INDICATES DELTA (CENTRAL ANGLE OF CURVE)
CB	INDICATES CHORD BEARING
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PB	INDICATES PLAT BOOK
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PCS	INDICATES PAGES
SO FT	INDICATES SQUARE FEET
R/W	INDICATES RIGHT-OF-WAY



TRACT TABLE		
TRACT	SQ. FT.	ACREAGE
A	30,763	0.71
B	2,136	0.05
C	6,797	0.16
D	1,769	0.04
E	241,063	5.53

LINE TABLE		
LINE	LENGTH	BEARING
L10	64.33'	N171°2'45"E
L13	37.56'	S79°47'59"W
L14	31.10'	S79°30'50"W
L15	32.69'	S82°07'36"W
L16	20.46'	N44°03'05"W
L17	35.53'	N29°13'48"W
L18	58.46'	N60°39'13"W
L19	27.58'	N25°46'21"W
L20	39.29'	N1°46'10"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C1	1.04'	25.00'	2°22'47"	S18°24'08"W	1.04'
C2	116.66'	903.50'	7°23'52"	N67°30'06"W	116.57'
C3	97.44'	66.50'	83°57'21"	S24°45'56"E	88.96'
C4	41.19'	802.50'	2°56'26"	N65°16'24"W	41.18'
C5	64.18'	802.50'	4°34'55"	N61°30'43"W	64.16'
C6	72.25'	903.50'	4°34'55"	N61°30'43"W	72.24'
C7	66.70'	903.50'	4°13'47"	N57°06'22"W	66.68'
C8	59.24'	802.50'	4°13'47"	N57°06'22"W	59.23'
C9	59.24'	802.50'	4°13'47"	N52°52'35"W	59.23'
C10	66.70'	903.50'	4°13'47"	N52°52'35"W	66.68'
C11	66.70'	903.50'	4°13'47"	N48°38'48"W	66.68'
C12	59.24'	802.50'	4°13'47"	N48°38'48"W	59.23'
C13	59.24'	802.50'	4°13'47"	N44°25'02"W	59.23'
C14	66.70'	903.50'	4°13'47"	N44°25'02"W	66.68'
C15	66.70'	903.50'	4°13'47"	N40°11'15"W	66.68'
C16	59.24'	802.50'	4°13'47"	N40°11'15"W	59.23'
C17	59.24'	802.50'	4°13'47"	N35°57'28"W	59.23'
C18	66.70'	903.50'	4°13'47"	N35°57'28"W	66.68'
C19	66.70'	903.50'	4°13'47"	N31°43'42"W	66.68'
C20	59.24'	802.50'	4°13'47"	N31°43'42"W	59.23'
C21	59.24'	802.50'	4°13'47"	N27°29'55"W	59.23'
C22	66.70'	903.50'	4°13'47"	N27°29'55"W	66.68'
C23	66.70'	903.50'	4°13'47"	N23°16'08"W	66.68'
C24	59.24'	802.50'	4°13'47"	N23°16'08"W	59.23'
C73	46.23'	752.50'	3°31'13"	N20°09'04"W	46.23'
C74	77.19'	752.50'	5°52'38"	N24°51'00"W	77.15'
C75	77.19'	752.50'	5°52'38"	N30°43'37"W	77.15'
C76	77.19'	752.50'	5°52'38"	N36°36'15"W	77.15'
C77	77.19'	752.50'	5°52'38"	N42°28'53"W	77.15'
C78	77.19'	752.50'	5°52'38"	N48°21'31"W	77.15'
C79	77.19'	752.50'	5°52'38"	N54°14'09"W	77.15'
C80	77.19'	752.50'	5°52'38"	N60°06'47"W	77.15'
C81	48.49'	752.50'	3°41'31"	N64°53'51"W	48.48'
C82	40.59'	116.50'	19°57'38"	S56°45'48"E	40.38'
C83	51.41'	928.50'	3°10'21"	N74°22'26"W	51.40'
C84	51.41'	928.50'	3°10'21"	N71°12'05"W	51.40'
C85	134.08'	91.50'	83°57'21"	S24°45'56"E	122.40'
C95	39.62'	25.00'	90°47'34"	S64°59'18"W	35.60'

NOTE
EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 6016, PAGES 35-53. (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)

PREPARED BY:



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CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C19	66.70'	903.50'	4°13'47"	N31°43'42"W	66.68'
C20	59.24'	802.50'	4°13'47"	N31°43'42"W	59.23'
C21	59.24'	802.50'	4°13'47"	N27°29'55"W	59.23'
C22	66.70'	903.50'	4°13'47"	N27°29'55"W	66.68'
C23	66.70'	903.50'	4°13'47"	N23°16'08"W	66.68'
C24	59.24'	802.50'	4°13'47"	N23°16'08"W	59.23'
C25	38.70'	802.50'	2°45'47"	N19°46'22"W	38.70'
C26	43.57'	903.50'	2°45'47"	N19°46'22"W	43.57'
C27	26.82'	403.50'	3°48'31"	N16°29'13"W	26.82'
C28	20.11'	302.50'	3°48'31"	N16°29'13"W	20.10'
C29	57.98'	302.50'	10°58'51"	N09°05'32"W	57.89'
C30	77.33'	403.50'	10°58'51"	N09°05'32"W	77.21'
C31	52.64'	403.50'	7°28'28"	N00°08'08"E	52.60'
C32	39.46'	302.50'	7°28'28"	N00°08'08"E	39.43'
C33	33.59'	900.50'	2°08'13"	S02°48'15"W	33.58'
C34	29.82'	799.50'	2°08'13"	S02°48'15"W	29.82'
C35	67.39'	799.50'	4°49'47"	S00°40'45"E	67.37'
C36	75.91'	900.50'	4°49'47"	S00°40'45"E	75.88'
C37	75.91'	900.50'	4°49'47"	S05°30'32"E	75.88'
C38	67.39'	799.50'	4°49'47"	S05°30'32"E	67.37'
C39	72.70'	799.50'	5°12'37"	S10°31'44"E	72.68'
C40	63.24'	900.50'	4°01'25"	S09°56'08"E	63.22'
C41	32.27'	20.00'	92°26'27"	S58°10'04"E	28.88'
C42	90.15'	799.50'	6°27'39"	S18°52'22"E	90.11'
C43	17.34'	582.50'	1°42'21"	S74°45'32"W	17.34'
C44	60.04'	582.50'	5°54'19"	S70°57'12"W	60.01'
C45	21.47'	582.50'	2°06'41"	S66°56'42"W	21.47'
C46	73.87'	367.50'	1°13'05"	N71°38'50"E	73.74'
C47	41.73'	367.50'	6°30'23"	N80°39'31"E	41.71'
C48	30.53'	332.50'	5°15'38"	S81°16'54"W	30.52'
C49	65.72'	332.50'	1°19'29"	S72°59'21"W	65.61'
C50	24.21'	25.00'	55°28'55"	S39°35'09"W	23.27'
C51	34.01'	50.00'	38°58'05"	N31°19'44"E	33.35'
C52	144.03'	1216.40'	6°47'04"	N17°11'34"W	143.95'
C53	94.77'	50.00'	108°36'07"	S74°53'10"E	81.21'
C54	191.31'	1216.40'	9°00'40"	N25°05'26"W	191.11'
C55	91.41'	50.00'	104°45'12"	S31°47'30"W	79.20'
C56	33.72'	50.00'	38°38'26"	N76°30'42"W	33.08'
C57	24.21'	25.00'	55°28'55"	S84°55'56"E	23.27'
C58	43.64'	367.50'	6°48'14"	S70°43'43"W	43.61'
C59	57.12'	367.50'	8°54'17"	S78°34'59"W	57.06'
C60	5.62'	367.50'	0°52'35"	S83°28'25"W	5.62'
C61	69.54'	332.50'	11°59'01"	N77°55'12"E	69.42'
C62	35.04'	332.50'	6°02'20"	N68°54'31"E	35.03'

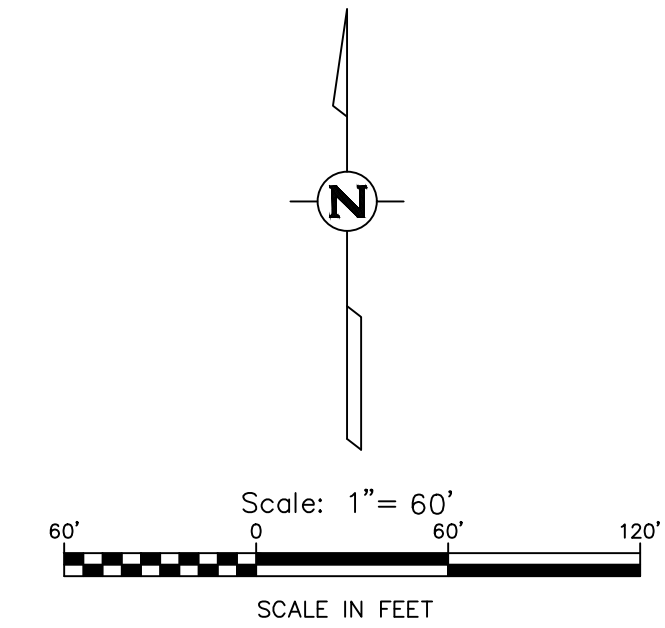
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SHEET 4 OF 4

PLAT BOOK

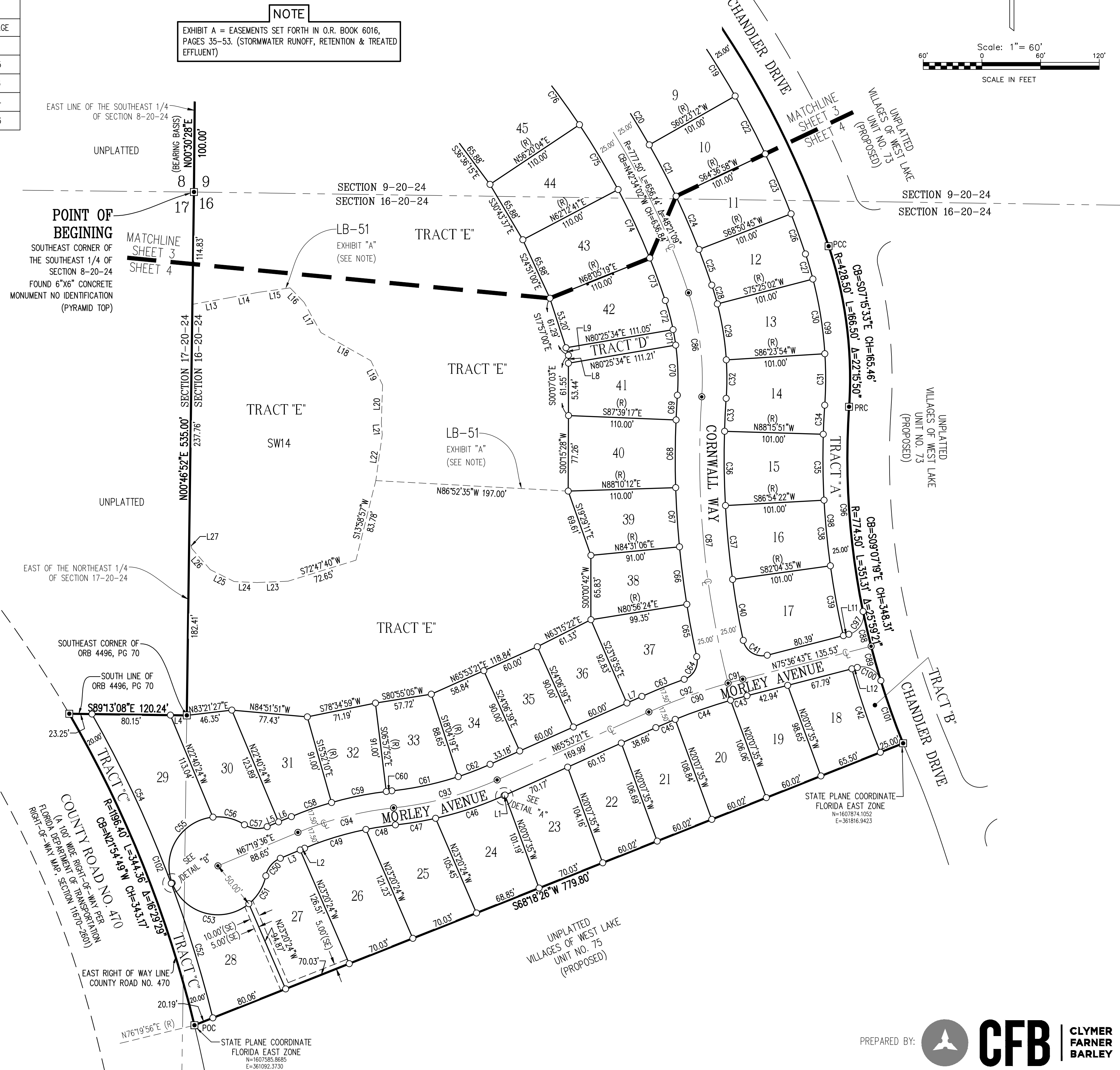
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CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C63	46.73'	617.50'	4°20'09"	S68°03'26"W	46.72'
C64	28.82'	20.00'	82°33'54"	N28°56'33"E	26.39'
C65	54.41'	950.50'	3°16'48"	S10°42'00"E	54.41'
C66	59.36'	950.50'	3°34'42"	S07°16'15"E	59.35'
C67	60.58'	950.50'	3°39'06"	S03°39'21"E	60.57'
C68	69.27'	950.50'	4°10'31"	S00°15'28"W	69.25'
C69	25.34'	950.50'	1°31'38"	S03°06'32"W	25.33'
C70	51.26'	252.50'	11°37'51"	N01°56'34"W	51.17'
C71	16.00'	252.50'	3°37'52"	N09°34'26"W	16.00'
C72	30.86'	252.50'	7°00'06"	N14°53'25"W	30.84'
C73	46.23'	752.50'	3°31'13"	N20°09'04"W	46.23'
C74	77.19'	752.50'	5°52'38"	N24°51'00"W	77.15'
C75	77.19'	752.50'	5°52'38"	N30°43'37"W	77.15'
C76	77.19'	752.50'	5°52'38"	N36°36'15"W	77.15'
C86	107.83'	277.50'	22°15'50"	N07°15'33"W	107.15'
C87	295.17'	925.50'	18°16'23"	S05°15'50"E	293.92'
C88	36.57'	774.50'	2°42'19"	S13°02'08"E	36.57'
C89	36.57'	774.50'	2°42'19"	S15°44'27"E	36.57'
C90	101.81'	600.00'	9°43'21"	S70°45'02"W	101.69'
C91	15.47'	600.00'	1°28'38"	S74°52'24"W	15.47'
C92	86.34'	600.00'	8°14'43"	S70°00'43"W	86.27'
C93	110.09'	350.00'	18°01'21"	N74°54'02"E	109.64'
C94	101.31'	350.00'	16°35'06"	S75°37'09"W	100.96'
C96	210.27'	774.50'	15°33'20"	S03°54'18"E	209.63'
C97	30.47'	20.00'	87°17'41"	N31°57'52"E	27.61'
C98	237.31'	799.50'	17°00'23"	S04°37'50"E	236.44'
C99	156.79'	403.50'	22°15'50"	N07°15'33"W	155.81'
C100	30.47'	20.00'	87°17'41"	N60°44'27"W	27.61'
C101	67.90'	774.50'	5°01'23"	S19°36'18"E	67.88'
C102	335.34'	1216.40'	15°47'44"	N21°41'54"W	334.28'

LINE TABLE		
LINE	LENGTH	BEARING
L1	1.02'	N65°53'21"E
L2	4.79'	N67°19'36"E
L3	22.07'	N67°19'36"E
L4	16.84'	S89°13'08"E
L5	12.69'	N67°19'36"E
L6	14.16'	N67°19'36"E
L7	16.81'	N65°53'21"E
L8	8.11'	N07°03'03"W
L9	8.09'	N17°57'00"W
L11	5.69'	N75°36'43"E
L12	5.69'	N75°36'43"E
L13	37.56'	S79°47'59"W
L14	31.10'	S79°30'50"W
L15	32.69'	S82°07'36"W
L16	20.46'	N44°03'05"W
L17	35.53'	N29°13'48"W
L18	58.46'	N60°39'13"W
L19	27.58'	N25°46'21"W
L20	39.29'	N1°46'10"E
L21	11.55'	N4°25'04"W
L22	47.43'	N7°59'40"E
L23	31.83'	S87°23'26"W
L24	23.34'	N87°25'18"W
L25	27.35'	N63°34'18"W
L26	28.74'	N41°14'43"W
L27	12.12'	N12°15'01"W

TRACT TABLE		
TRACT	SQ. FT.	ACREAGE
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- INDICATES P.K. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #4709 LB #4948 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
- INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.091(9) FLORIDA STATUTES. (SEE NOTE #6.)
- INDICATES CURVE NUMBER IN CURVE TABLE
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- INDICATES CENTERLINE
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- INDICATES RADIAL LINE
- INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
- INDICATES DATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
- INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS, DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA, UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.
- PB INDICATES PLAT BOOK
- PG INDICATES PAGE
- PCS INDICATES PAGES
- SO FT INDICATES SQUARE FEET
- R/W INDICATES RIGHT-OF-WAY

DETAIL "A"
1" = 5'

DETAIL "B"
1" = 1'

PREPARED BY:



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.6.

Meeting Date: February 27, 2023

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida approving the West Leesburg Community Development Corporation's American Recovery Plan (ARP) Request Approval / Spending Plan; and providing an effective date.

Staff Recommendation:

Approve the American Recovery Plan (ARP) Grant spending proposal as submitted by the West Leesburg CDC.

Analysis:

Fred Griffin, Jr., President of the West Leesburg Community Development Corporation (WCDC), has submitted an ARP spending plan. The City Commission awarded the WCDC a \$750,000 ARP grant.

The WCDC proposes to purchase existing homes in the Carver Heights Community and then rent them at a more affordable rate to seniors in need of housing. Because housing costs have increased and rental rates are unaffordable for those who were impacted by COVID the greatest, the WCDC concept is to be in a position to subsidize rent by using ARP grant funds to purchase housing. Rental monies will then be collected by WCDC and used for maintenance, upkeep, and potentially develop a housing purchasing fund.

Currently, the WCDC has one house under contract and the remaining funds will be used in a similar fashion as purchasing opportunity presents. The WCDC asks the City Commission to grant authority to the City Manager to approve future draws on remaining grant funds as long as it is used for the purpose stated herein.

Procurement Analysis:

The proposed housing concept is in compliance with the ARP guidelines.

Options:

1. Approve Resolution 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 APPROVING THE WEST LEESBURG COMMUNITY
DEVELOPMENT CORPORATION'S AMERICAN RECOVERY PLAN (ARP)
REQUEST APPROVAL / SPENDING PLAN; AND PROVIDING AN
EFFECTIVE DATE.**

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

THAT the Mayor and Commission hereby approve the West Leesburg Community Development Corporation's (WCDC) American Recovery Plan Grant Proposal to purchase existing housing stock and lease/rent to seniors in need of housing.

THAT the WCDC follows all Housing and Urban Development regulations in its section of potential senior tenants and that good financial records are maintained.

THAT the City of Leesburg reserves the right to review such financial and renter selection criteria and will provide administrative support as may be required by the WCDC.

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 27th day of February 2023.

Mayor

ATTEST:

City Clerk



Education Service Unity

February 8, 2023.

Al Minner, City Manager
501 West Meadow Street
Leesburg, Florida 34748

Re: Coronavirus Local Fiscal Recovery Fund (CLFRF) for WLCDC Projects and Programs

Dear Mr. Minner:

Pursuant to City of Leesburg having agreed to provide our agency funding from the American Rescue Plan (ARP), the West Leesburg Community Development Corporation is pleased to provide this letter as a summary of the program activities and projects that we plan to undertake. The WLCDC has decided to utilize the funding to address affordable housing for very low, low- and moderate-income households, due to the rising housing prices and the disproportionate effect of the pandemic on low-income communities. Therefore, the CLFRF resources will be used for the following affordable housing projects and program activities:

- ✓ Senior Housing development costs including but not limited to hard cost, soft cost, land acquisition, demolition, site clearing, and maintenance; \$200,000
- ✓ Supportive Housing services to improve access to stable, affordable housing to individuals; \$550,000

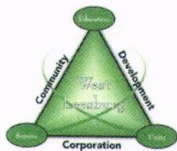
Total cost: \$750,000

If you have any questions or need additional assistance, please give me a call at 352-217-9193 at your earliest convenience.

Warm Regards,

Fred Griffin, Jr. President

West Leesburg Community Development Corporation
501 (c) (3) Nonprofit Corporation
1041 CR 468 Suite 106. Leesburg, Florida 34748
Phone: (352) 365-0947 Email: Westleesburgcdc@gmail.com



**West Leesburg Community Development Corporation
(Usage of Recovery Fund Proposal Phase 1)**

Leesburg City Commissioners
Al Minner, City Manager
501 West Meadow Street
Leesburg, Florida 34748

Re: Single Family Home Funding Approval

ABOUT THE INITIATIVE

The growing housing shortage for hard-working families in the Central Florida areas and its effects on the housing need prompted West Leesburg Community Development Corporation to help offset the crisis and explore the merits of a broadly established housing strategy for working-class individuals. These jurisdictions launched WLCDC to study and implement potential solutions suited to the housing circumstances of Leesburg and its growing population.

EXECUTIVE SUMMARY REPORT

West Leesburg Community Development Corporation is requesting **Coronavirus Local Fiscal Recovery Fund (CLFRF)** funding payout for one contracted property in Carver Heights; located at **Address: 906 Nebraska St. 3 bed 1.5 bath 1350 sqft 0.26-acre lot; Single Family**. The amount requesting includes the price of the home, closing cost, home insurance for the initial purchase, and inspection reimbursement that was paid from the WLCDC personal account; equal to, or less than requested amount in our summary report attached to this proposal; followed by supportive documents of funds usage.

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PROPERTY MANAGEMENT COMPANY

West Leesburg CDC will hire Gunn Property Services to oversee the property listed above. This will help eliminate and prevent conditions of blight in West Leesburg. Gunn Property Service will offer the following services:

1. Quarterly Exterior Drive-by Inspections
2. Move-out Inspection
3. Lease Renewals
4. Eviction Assistance
5. Utilities Management
6. Tenant Placement
7. Etc.

Gunn Property Services, LLC is a Licensed Real Estate Brokerage Company located in Leesburg, FL. In Business since 2008, we specialize in Residential Property Management. We are dedicated to providing the highest level of professional service to all of our clients.

We also provide a wide array of IN-HOUSE property maintenance services for properties under management. We know the largest expense with any rental property besides vacancies is maintenance and repairs. Our in-house maintenance team helps keep the costs down while providing fast turn around and high-quality work.

Service Area: Our service area consists of Lake, Sumter, and Marion counties.

OUR CORE VALUES

1. Professionalism

Always conduct yourself in a professional manner, Take Pride in our Work, be professional while being sincere and creating long term relationships.

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2. **Integrity**

Doing what's right not what's easy, Reputation over Profit, Be Honest, sincere, trustworthy and always treat others with Respect.

3. **Extreme Ownership**

Don't make excuses, don't blame any other persons or any other thing. Take Ownership for your work and your mistakes. Do what you say.

4. **Team Oriented**

Work as a team, help others when in need

Strive to always act in the greater good of the company, our clients, and customers.

5. **Be of Service to Others**

Go above and beyond for our Clients, Customers, Fellow employees, and the Community.

If you should have any questions or concerns, please do not hesitate to contact me directly.

Warm Regards,



Fred Griffin, Jr.

President of West Leesburg CDC

Phone: 352-217-9193

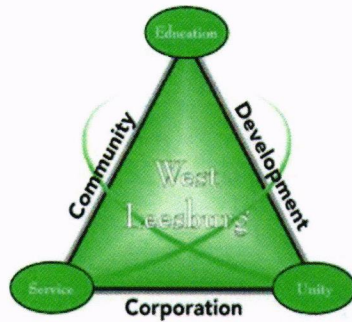
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Housing Purchase

\$750,000 Recovery

Fund

Summary



Closing Total

\$220,000

Total monthly rent for both

\$1,100-\$1,400

Total monthly property management

10% of rent

Cash left for other projects

\$530,000

30% Spent / 70% Left

Monthly income

Item	Amount
Income source 1	\$1100-\$1400

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As of February 2023

Leesburg, FL House Rental Market Trends

What is the average housing rent in Leesburg?

The average rent for a 1264 square feet home in Leesburg is between \$1,798-\$1,900. The cost of rent varies depending on several factors, including location, size, and quality.

Average Rent	Average housing Size
\$1,798	1264 sq. ft.

Average apartment rent in Leesburg, FL

What is the average apartment size/cost in Leesburg?

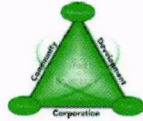
The average size for a Leesburg, FL apartment is 806 square feet at \$1,117, but this number varies greatly depending on unit type, with cheap and luxury alternatives for houses and apartments alike. Studio apartments are the smallest and most affordable, 1-bedroom apartments are closer to the average, while 2-bedroom apartments and 3-bedroom apartments offer a more generous square footage.

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Education Service Unity

February 8, 2023.

Al Minner, City Manager
501 West Meadow Street
Leesburg, Florida 34748

Re: Coronavirus Local Fiscal Recovery Fund (CLFRF) for WLCDC Projects and Programs

Dear Mr. Minner:

Pursuant to City of Leesburg having agreed to provide our agency funding from the American Rescue Plan (ARP), the West Leesburg Community Development Corporation is pleased to provide this letter as a summary of the program activities and projects that we plan to undertake. The WLCDC has decided to utilize the funding to address affordable housing for very low, low- and moderate-income households, due to the rising housing prices and the disproportionate effect of the pandemic on low-income communities. Therefore, the CLFRF resources will be used for the following affordable housing projects and program activities:

- ✓ Senior Housing development costs including but not limited to hard cost, soft cost, land acquisition, demolition, site clearing, and maintenance; \$200,000
- ✓ Supportive Housing services to improve access to stable, affordable housing to individuals; \$550,000

Total cost: \$750,000

If you have any questions or need additional assistance, please give me a call at 352-217-9193 at your earliest convenience.

Warm Regards,

Fred Griffin, Jr. President

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City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.1.

Meeting Date: February 27, 2023

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

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 4.87 +/- acres from City of Leesburg SPUD (Small Planned Unit Development) to City of Leesburg SPUD (Small Planned Unit Development) to allow residential development for a property generally located south of West Line Street and east of Lee Street, lying in Section 26, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Lee Village SPUD)

Staff Recommendation:

The Planning and Zoning Staff recommends approval of the request to rezone the subject property from City of Leesburg SPUD (Small Planned Unit Development) to City of Leesburg SPUD (Small Planned Unit Development) to allow for residential development.

Analysis:

The project site is approximately 4.87 +/- acres, and is generally located south of West Line Street and east of Lee Street as shown on the attached maps. At this time, the property is developed with the Lee School. The proposal will allow for residential development. The existing land uses surrounding the property are residential, place of worship, residential (multifamily). City of Leesburg utilities are available nearby.

Procurement Analysis:

N/A

Options:

1. Approve the proposed rezoning to SPUD (Small 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 4.87 +/- ACRES FROM CITY OF LEESBURG SPUD (SMALL PLANNED UNIT DEVELOPMENT) TO CITY OF LEESBURG SPUD (SMALL PLANNED UNIT DEVELOPMENT) TO ALLOW RESIDENTIAL DEVELOPMENT FOR A PROPERTY GENERALLY LOCATED SOUTH OF WEST LINE STREET AND EAST OF LEE STREET, LYING IN SECTION 26, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (LEE VILLAGE SPUD)

BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA, that:

Section 1.

Based upon the petition of Michael Rankin (Land Planning Group, Petitioner) for Lee Village 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 SPUD (Small Planned Unit Development) to City of Leesburg SPUD (Small Planned Unit Development), to-wit:

(Legal Description)
(See Exhibit A)

Section 2.

This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 27th day of February 2023.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

LEGAL DESCRIPTION

All of Block 6, CITY OF LEESBURG, according to the map or plat thereof as recorded in Plat Book 2, Page 19, Public Records of Lake County, Florida, LESS the South 15 feet of Lots 7 and 8, and the East 15 feet of Lots 1, 4, 5 and 8, all in Block 6, CITY OF LEESBURG, conveyed to the City of Leesburg as street right of way.

Parcel Identification Number: 2619243900-006-00000

**LEESBURG ALL OF BLK 6--LESS S 15 FT & LESS E 15 FT FOR RD
R/WS-- PB 2 PG 19 ORB 5209 PG 2319**

LEESBURG ALL OF BLK 6--LESS S 15 FT & LESS E 15 FT FOR RDR/WS--
PB 2 PG 19 ORB 5209 PG 2319

**LEE STREET VILLAGE
SPUD (SMALL PLANNED UNIT DEVELOPMENT) REZONING
PLANNED DEVELOPMENT CONDITIONS
February 23, 2023**

These Planned Development Conditions for an SPUD (Small Planned Unit Development) District are granted by the City of Leesburg Planning Commission, Lake County, Florida to Barry Mansfield, Cullison-Wright Development (Prospera Senior Living, LLC) "Permittee" for the purposes and terms and conditions as set forth herein pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 "Planned Development Process" of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND: The "Permittee" has submitted an application requesting an SPUD (Small Planned Unit Development) zoning district to allow a residential use project consisting of townhomes and associated uses on an approximately five (5) +/- acre site within the City of Leesburg in accordance with their Planned Development application and supplemental information. The project proposes to re-develop the original Lee School property on the southeast corner of Lee Street and Herndon Street, and to and to develop the remaining property into single family attached units.

1. PERMISSION

Permission is hereby granted to Barry Mansfield, Cullison-Wright Development (Prospera Senior Living, LLC) to operate, and maintain an SPUD (Small Planned Unit Development) development in and on real property in the City of Leesburg. The property is generally located on the west side of Lee Street, south of West Line Street, east of Perkins Street and north of Herndon Street. The property is more particularly described as shown in the attached legal description below.

2. LEGAL DESCRIPTION

See attached legal Exhibit B

3. LAND USES, AREAS AND SETBACKS

The above-described property shall be used for SPUD (Small Planned Unit Development) uses as limited herein, and pursuant to City of Leesburg development codes and standards. Uses shall be those listed as permitted uses in this document and shall occupy the approximate area as shown on the Conceptual Plan.

A. The project shall contain a maximum of:

1. 63 single family attached (townhouse) units.

B. Primary Uses

1. Permitted Uses shall be as follows:
 - a. detached single family units (R-2 (Medium Density Residential zoning standards)
 - b. attached single family units (standards noted herein)

C. Accessory Uses

1. Accessory Uses shall be as follows: recreational, park and open space uses.

D. Prohibited Uses shall be as follows:

1. All uses not permitted by this SPUD (Small Planned Unit Development)
2. Other related uses may be included by written determination of the Planning & Zoning Director. Such uses shall be consistent with the intent and purpose of the zoning requirements set forth in these SPUD conditions, and shall meet the parking standards as required herein. Parking availability may limit the permitted uses.

E. Setbacks The project shall have the following minimum sizes and setbacks:

1. Minimum standards for attached single family (townhomes):
 - i. Lot Width: 22 feet
 - ii. Setbacks: The following minimum yard setback shall be maintained.
Front: - 20 feet
Rear: - 18 feet
Sides - 20 feet between buildings
Corner side - 15 feet
 - iii. Impervious surface coverage for each unit shall not exceed 65 percent.
 - iv. Maximum building height shall not exceed 35-feet or-2.5 stories.
2. Minimum standards for single family detached uses:
 - i. Single family detached uses shall utilize the R-2 (Medium Density Residential) zoning district standards, as amended.
3. Final lot sizes and widths shall be determined at development review, and shall be substantially consistent with the attached Conceptual site plan.

F. Impervious Coverage

The Impervious surface coverage for this site shall not sixty-five (65) percent of the gross site area.

G. Open Space

A minimum of thirty-five (35) percent of the site shall be developed as open space, including retention areas, buffer and landscaped areas. Parking areas and vehicle access areas shall not be considered in calculating open space.

H. Playground Area

The overall site design shall include an area dedicated to a playground/exercise area consisting of not less than 15,000 square feet, which shall contain a children's playground, exercise equipment, and a memorial constructed using the items outlined under Section 5 herein.

4. SITE ACCESS

- A. Access to the property shall be from Lee Street on the east and Herndon Street on the south. Any additional access points shall be subject to the City of Leesburg site plan application review process, including permitting and or review as required by Lake Sumter MPO, FDOT, Lake County and the City of Leesburg.

5. HISTORIC DISTRICT AND DESIGN REQUIREMENTS

- A. The following requirements shall take effect upon approval of this Small Planned Unit Conditions document by the City Commission.
- 1) The project shall be considered to be approved *under Ordinance 21-21, Historic Density Bonus* for the purpose of meeting the requirements of said ordinance and the City's Comprehensive Plan, thereby allowing the number of residential units as specified herein.
 - 2) All construction taking place on the site shall maintain the general historic character of the area, and be constructed in harmony with the Leesburg Historic District requirements of Chapter 30, City of Leesburg, Code of Ordinances.
 - 3) All construction on the property shall, where possible, preserve or enhance the historic design, features and character of the general area.
 - 4) Unique design features or variations meeting the intent of this section may be approved at the discretion of the Leesburg Historic Preservation Board.
- B. Prior to demolition or construction on the project, proof of compliance with the following standards shall be required.
- 1) Demolition of the existing north building may begin upon approval of this SPUD Document by City Commission, and approval of a demolition permit by the Building Department.
 - 2) Demolition of the south building may begin upon receipt of an approved dry-in inspection for at least eight (8) units of the project and approval of a demolition permit by the Building Department.
 - 3) The project shall be required to commence (pull and execute a building permit) within eighteen months of the approval of this SPUD document by City Commission. Failure to commence the project within the aforesaid time period shall result in cancellation of these conditions which include the special provisions for higher density and demolition of the historic structures on the site granted in this SPUD.
 - 4) In recognition of the historic Lee School, a fenced park area, which creates a "Memorial Park" shall be required. This park shall utilize and feature the existing cornerstone of the south building, the two (2) historic memorial plaques currently located on the east side of the south building, and the memorial marker located on the southeast corner of the property. This park shall be in addition to the requirements of Section 3.H. *Playground Area*, of this document.

6. DEVELOPMENT STANDARDS

- A. The minimum development standards shall be as required by these conditions. For any standard, requirement or code not covered herein, the standard not covered shall default to the City of Leesburg Code of ordinances, as amended.

- B. Variations to these requirements which meet the intent of this SPUD (Small Planned Unit Development) zoning and the Leesburg Historic District requirements may be reviewed and adjusted by the Planning and Zoning Director in consultation with the City Manager.

7. PARKING

- A. The permittee shall have off-street parking spaces within the property per the conceptual site plan pursuant to the City of Leesburg Code of Ordinances, as amended, which shall include the required number of handicapped parking spaces. The location and design of the proposed parking area will be reviewed during the site plan review process to provide adequate parking per City of Leesburg Code of Ordinance requirements for each use.

8. WETLANDS

- A. Should wetlands exist on the site; the following requirements shall apply. Prior to disturbance or development of any wetland area, the "Permittee" shall submit and receive approval from all affected governmental agencies to include, but not limited to, St. John's River Water Management District and the State of Florida Department of Environmental Regulation. Any notice of violation from any affected agency shall be cause for a cease and desist order on permits issued by the City of Leesburg until such time as the violation has been resolved with the appropriate agency(s).

9. DRAINAGE AND UTILITIES

- A. Prior to receiving Final Development Plan Approval, the "Permittee" shall submit, if applicable, a Master Site Drainage Plan and Utility Implementation Plan acceptable to the City of Leesburg. Prior to removal, renovation or demolition of any existing development on the site, the permittee shall provide:
 - 1) A detailed site plan demonstrating no direct discharge of stormwater runoff generated by the development into any natural surface waters or onto adjacent properties.
 - 2) A detailed site plan indicating all provisions for electric, water, sewer, and natural gas in accordance with the site plan review process as required by the City of Leesburg Code of Ordinances.
- B. Developer shall be responsible for the installation of a natural gas lines in the development so that a minimum of eighty percent (80%) of all residential units in the development are connected to natural gas, as required by the City of Leesburg Code of Ordinances, as amended.

10. TRANSPORTATION

- A. All transportation improvements shall be based on a current traffic analysis and shall be contingent upon Site Plan approval by City staff during the development review and permitting process.
- B. Vehicular access to the project site shall be provided by a minimum of two access points; one to the east on Lee Street, and one to the south on Herndon Street. Actual number, location and design of the access points shall be consistent with the site plan as determined during the Site Plan Review process.

- C. The Permittee shall provide all necessary improvements/signalization or other improvements adjacent to the development as required by the Lake-Sumter MPO, FDOT, Lake County and City of Leesburg.
- D. The Permittee shall be responsible for obtaining all necessary FDOT, Lake County and City of Leesburg permits and a copy of all permits shall be provided to the City of Leesburg prior to construction plan approval.
- E. A traffic/transportation analysis shall be submitted prior to preliminary site plan approval for review and determination of any necessary access improvements. Said improvements will be the responsibility of the Permittee.

11. LANDSCAPING AND BUFFER REQUIREMENTS

- A. A minimum five-foot (5) foot wide vegetative landscaped buffer shall be required along exterior boundaries of the development. The buffer shall retain existing healthy trees, shrubs and ground cover and shall include additional plantings where needed as provide in B. below.
- B. All landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances except as provided under these conditions:
 - 1) For each one hundred (100) linear feet, or fraction thereof, of boundary, the following plants shall be provided in accordance with the planting standards and requirements of the Land Development Code.
 - a. Two (2) canopy trees
 - b. Two (2) ornamental trees
 - c. Thirty (30) shrubs
 - d. The remainder of the buffer area shall be landscaped with grass, groundcover, and/or other landscape treatment.
 - e. Existing vegetation in the required buffer shall be protected during construction.
 - 2) Existing vegetation in the required buffer shall be protected during any construction.
- C. Variations to the landscape requirements of the code may be approved by the Planning and Zoning Director as long as the intent of the PUD and the Landscaping Code are maintained.

12. MAINTENANCE

- A. With the exception of public utilities, maintenance of all site improvements, including but not limited to drives, internal sidewalks, landscaping and drainage shall be the responsibility of the owner.

13. DEVELOPMENT PHASING

- A. The proposed project may be constructed in phases in accordance with these Small Planned Unit Development Conditions and Conceptual Plan. Changes to the Development Plan, other than those conditions described in this agreement, shall be

revised in accordance with the Planned Development review process. See Section 5, Historic District and Design, for demolition and commencement requirements.

14. MISCELLANEOUS CONDITIONS

- A. The uses of the proposed project shall only be those uses identified in the approved Planned 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 City and other governmental agencies rules and regulations.
- D. The transfer of ownership or lease of any or all of the property described in this Agreement shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Small Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.
- E. These 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 herein set out.

15. LEVELS OF SERVICE

As submitted, the proposed zoning change does not appear to result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to roads, sewage, water supply, drainage, solid waste, parks and recreation, schools and emergency medical facilities. However, no final development order (site plan and building permits) shall be granted for a 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.

- A. Utilities
 - 1) Projected Capacities
 - a. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.
 - b. If development on this site is cause for off-site improvements for water and wastewater, the developer will bear the cost of design, permitting and construction of any such improvements. The developer shall receive no impact fee credits for any such required off-site improvements. The

developer and the City may enter into a pioneering agreement with the developer, if appropriate.

B. Commitment of Capacity

There are no previous commitments of any existing or planned excess capacity.

C. Ability to Provide Services

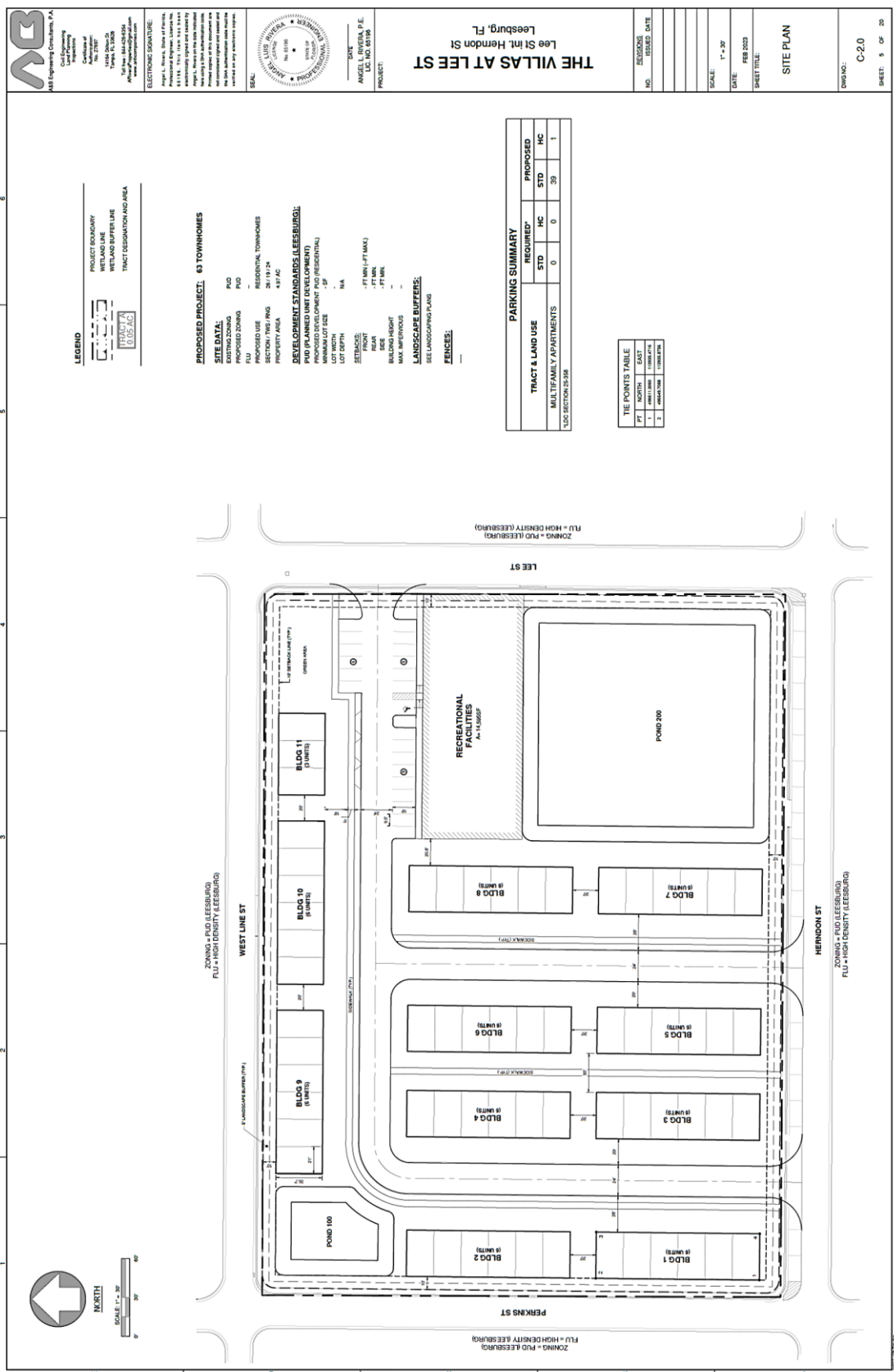
- 1) The City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.

LEGAL DESCRIPTION

EXHIBIT B

All of Block 6, CITY OF LEESBURG, according to the map or plat thereof as recorded in Plat Book 2, Page 19, Public Records of Lake County, Florida, LESS the South 15 feet of Lots 7 and 8, and the East 15 feet of Lots 1, 4, 5 and 8, all in Block 6, CITY OF LEESBURG, conveyed to the City of Leesburg as street right of way.

Parcel Identification Number: 2619243900-006-00000



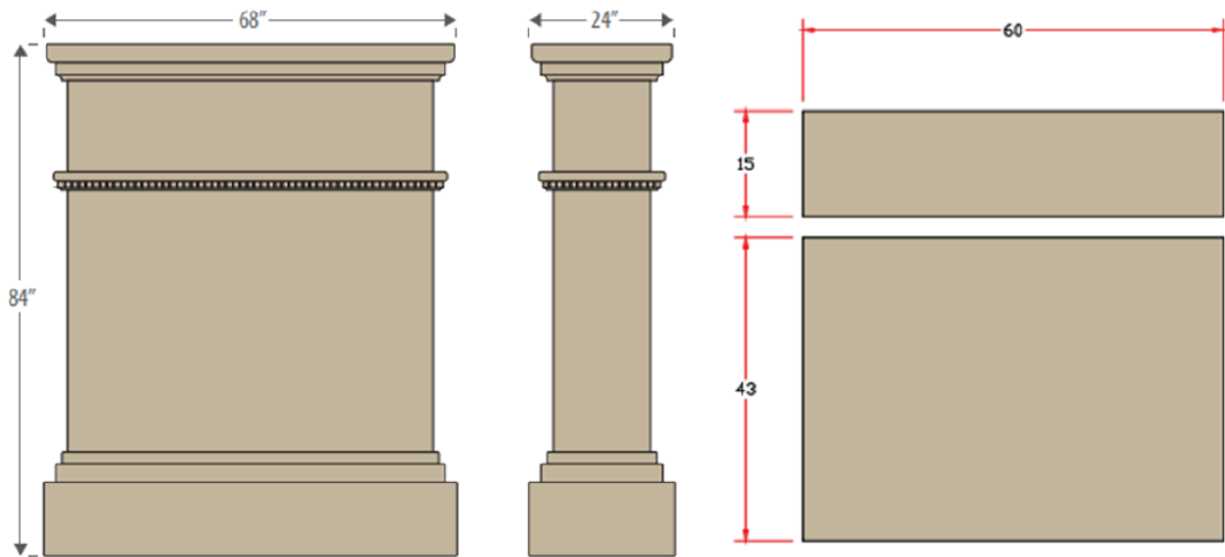












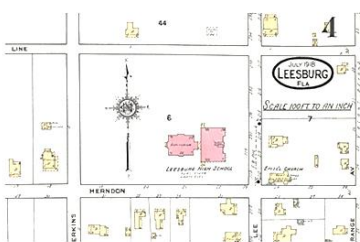


LEE SCHOOL EST. 1915; 1923

VANISHED LEESBURG

Lee School was built in 1915 (South Building) and 1923 (North Building) in the Colonial Revival architectural style by the architect, W.H. Carr. It was originally located on this site at 207 North Lee Street was the first modern educational facility within Leesburg. As the City's oldest educational institution, it was closely tied to its historical development.¹ During the second decade of the twentieth century, economic prosperity prompted the County Board of Public Instruction to build a series of centralized "modern" schools. Students in rural areas were transported to these schools to benefit the improved facilities.¹

The South Building housed all grades until 1918 when the County Board of Public Instruction commissioned the North Building which became the high school. Lee School's population had increased so much that its students were moved to other schools. It served as a grade/elementary school until 1974 when it became known as the Lee Adult Education Center before being sold in 2015.¹



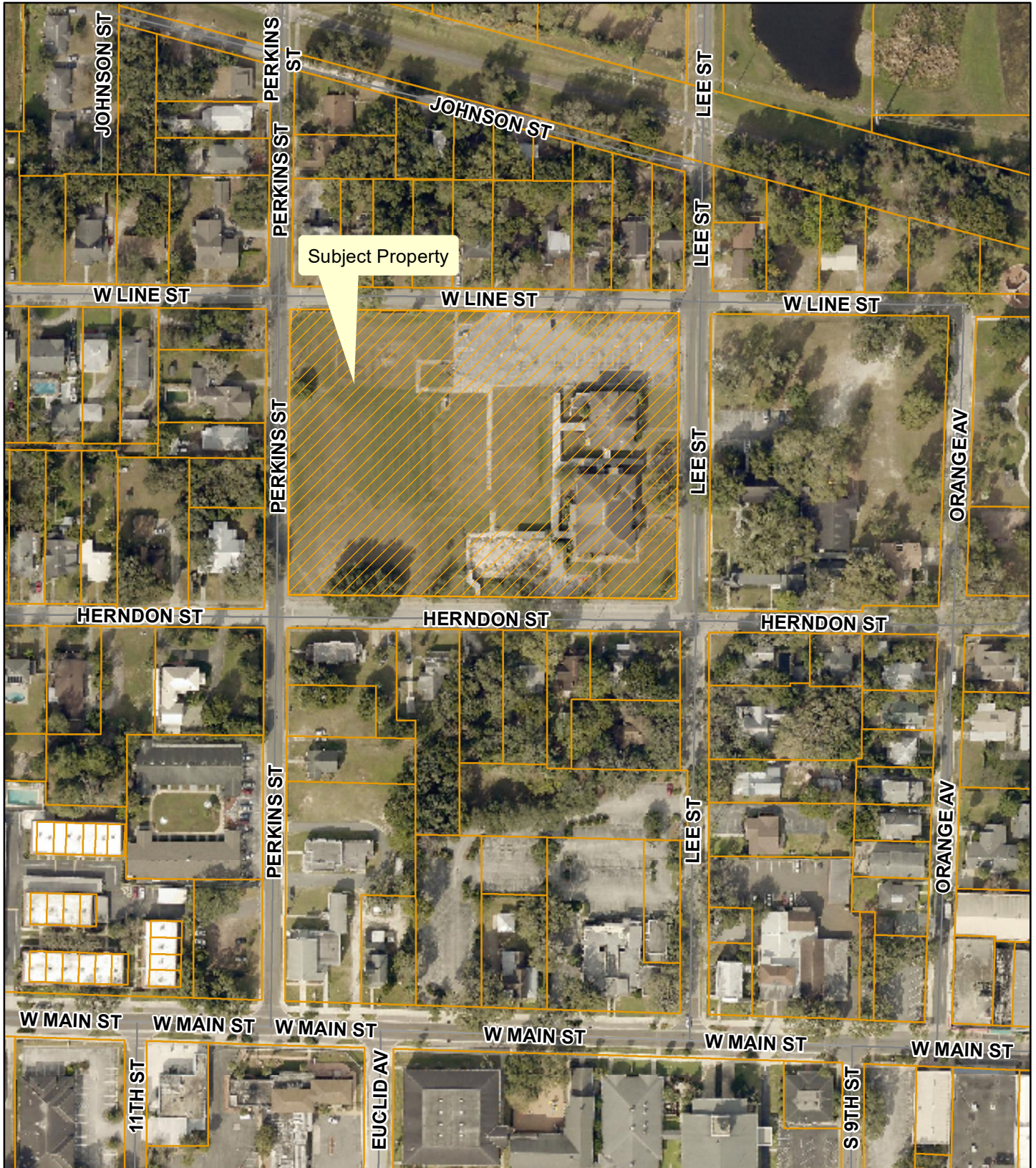
1918 Sanborn Fire Insurance Map for Leesburg, Florida shows Lee School was labeled as "Leesburg High School", but it was also a grammar school.²



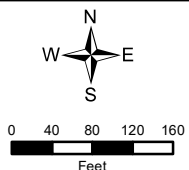
1. National Register of Historic Places Registration Form for Lee School, United States Department of the Interior National Park Service
2. 1918 Leesburg, Florida Sanborn Fire Insurance Map, Library of Congress

PATHWAYS TO HISTORY

Aerial

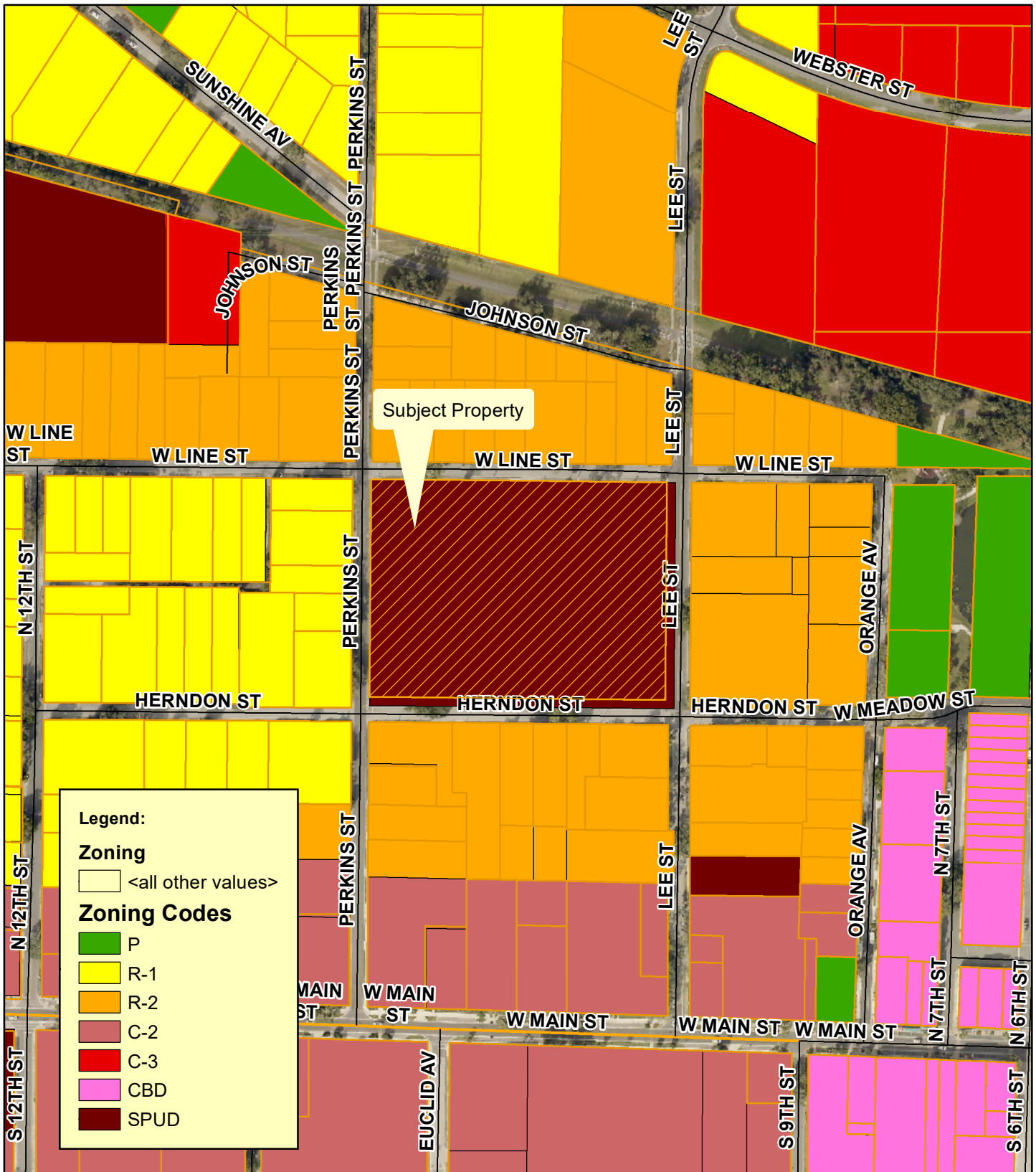


**Planning
& Zoning
Division**

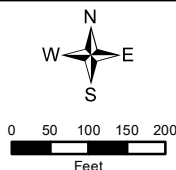


SPUD-23-35
207 Lee Street, Leesburg, FL 34748
Alternate Key #: 1263671
Section 26, Township 19 South, Range 24 East
January 24, 2023

Zoning

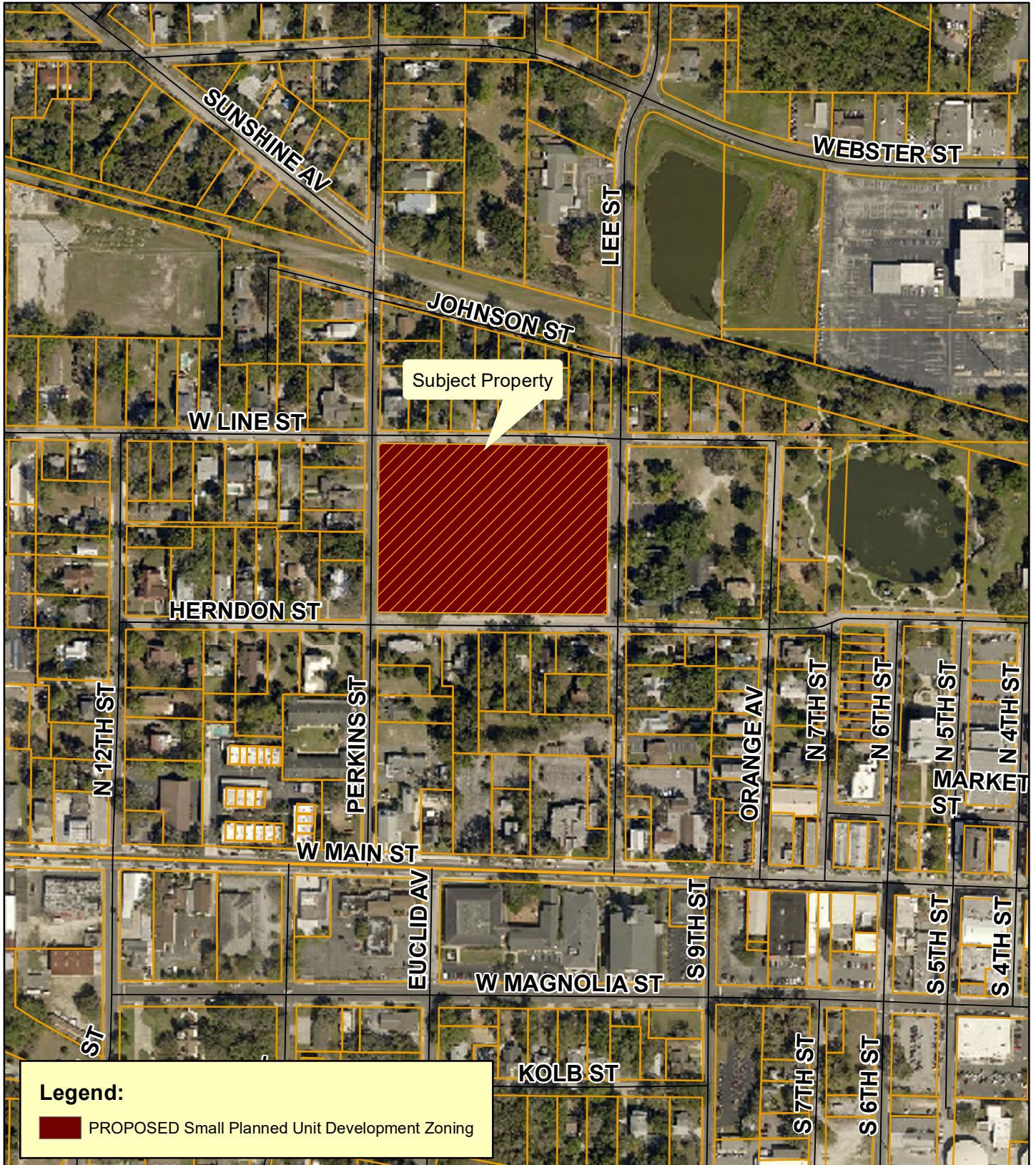


**Planning
& Zoning
Division**

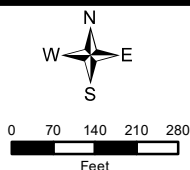


SPUD-23-35
207 Lee Street, Leesburg, FL 34748
Alternate Key #: 1263671
Section 26, Township 19 South, Range 24 East
October 13, 2022

PROPOSED Zoning

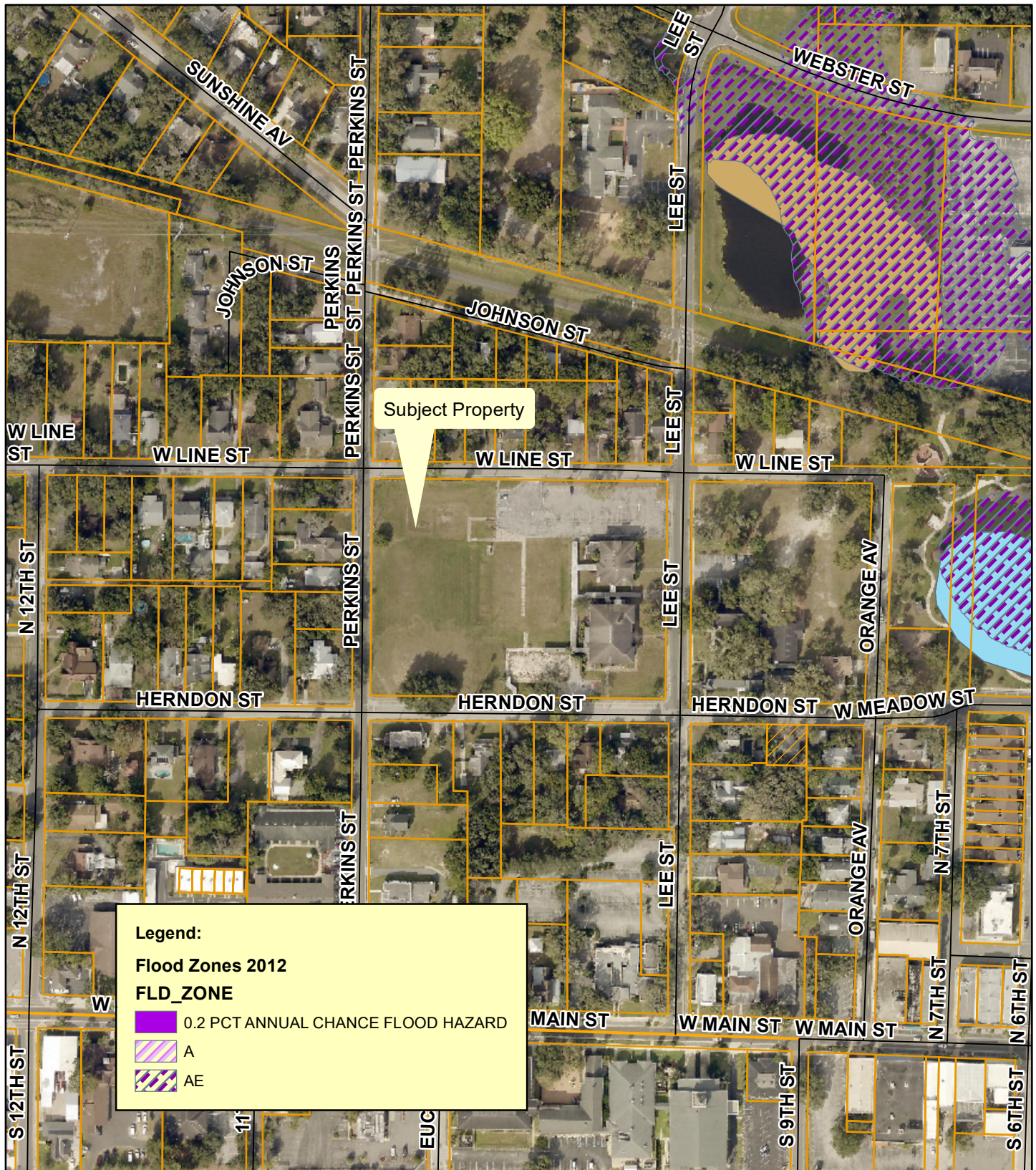


**Planning
& Zoning
Division**

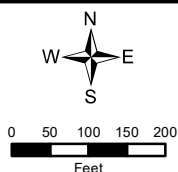


SPUD-23-35 Lee Village
Alternate Key #: 1263671
207 Lee Street, Leesburg, FL 34748
Section 26, Township 19 South, Range 24 East
January 25, 2023

Flood Zone & Wetlands

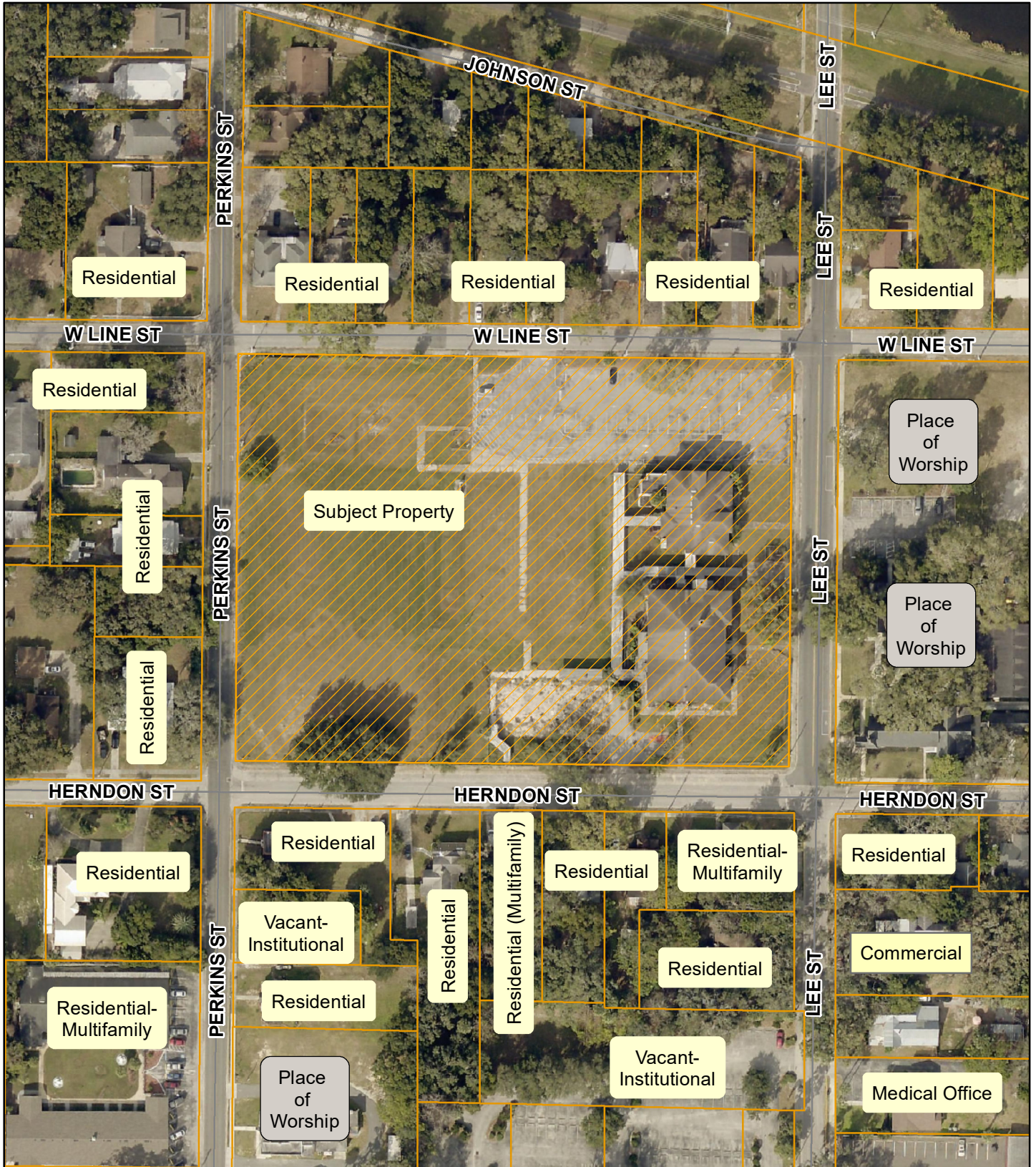


**Planning
& Zoning
Division**

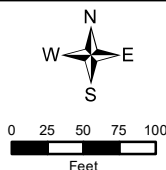


SPUD-23-35
 207 Lee Street, Leesburg, FL 34748
 Alternate Key #: 1263671
 Section 26, Township 19 South, Range 24 East
 October 13, 2022

Surround Land Uses

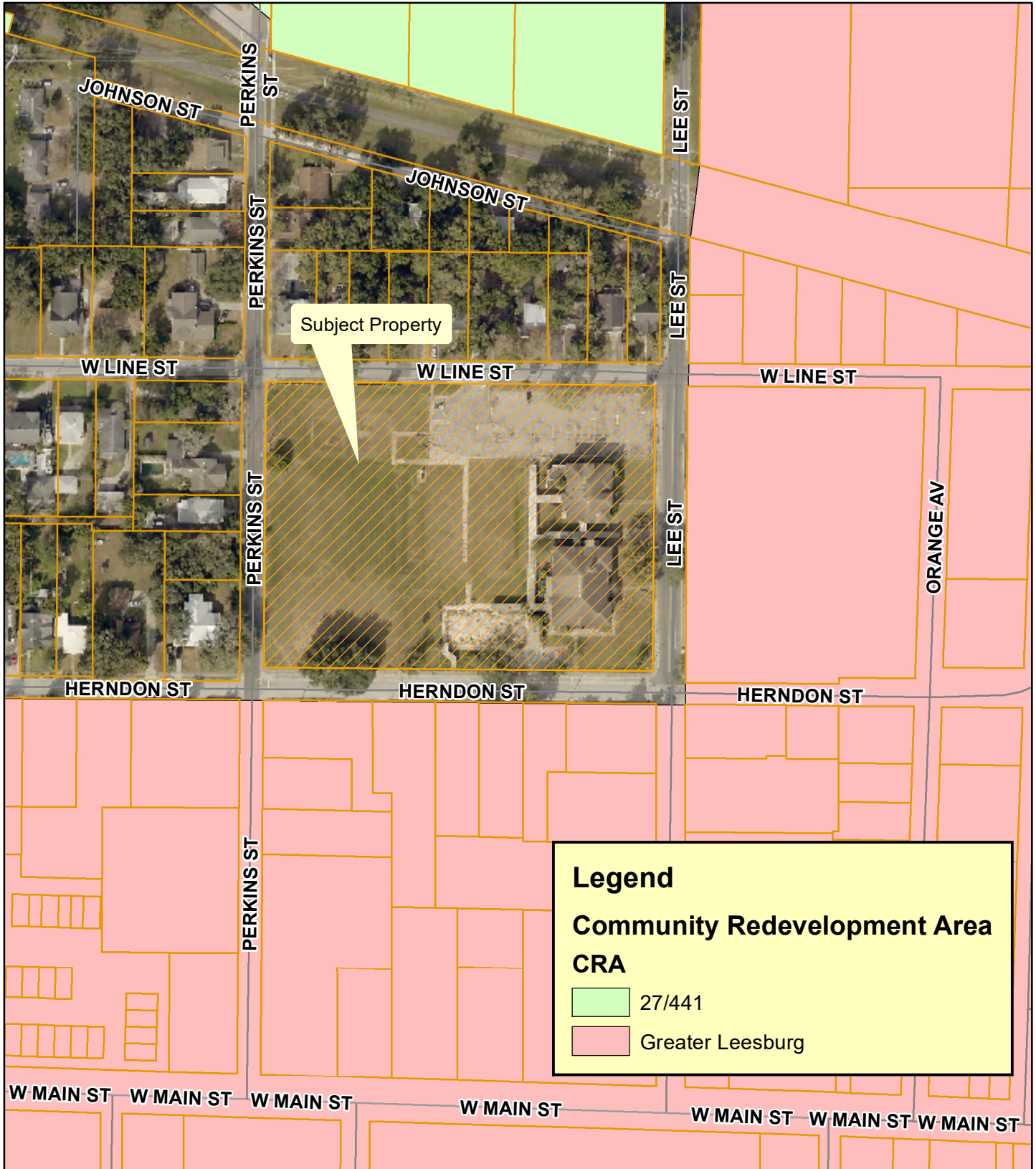


**Planning
& Zoning
Division**

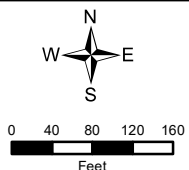


SPUD-23-35
207 Lee Street, Leesburg, FL 34748
Alternate Key #: 1263671
Section 26, Township 19 South, Range 24 East
January 24, 2023

Community Redevelopment Areas

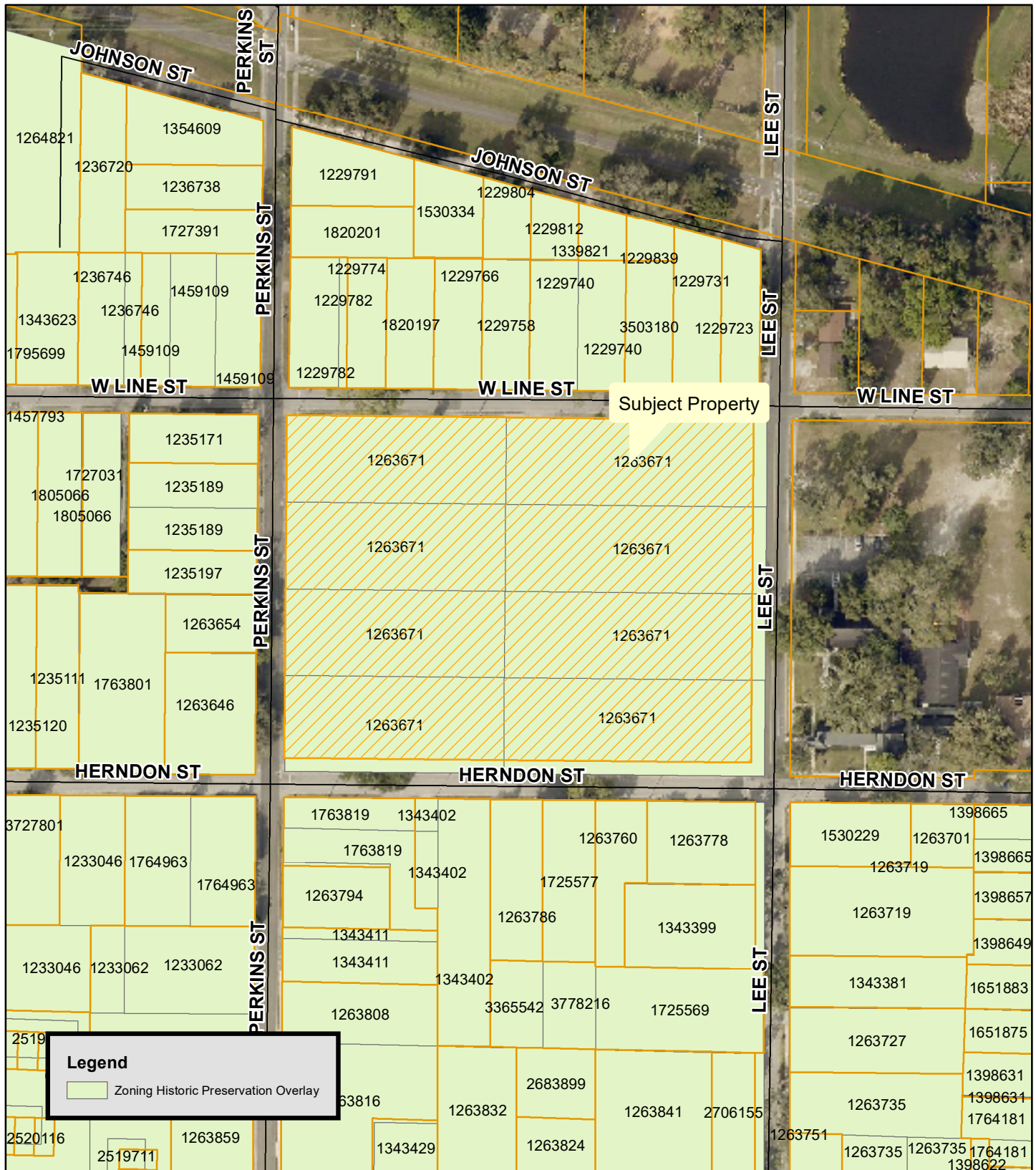


**Planning
& Zoning
Division**

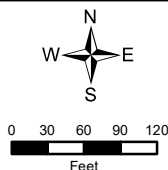


SPUD-23-35
207 Lee Street, Leesburg, FL 34748
Alternate Key #: 1263671
Section 26, Township 19 South, Range 24 East
January 24, 2023

Historic Preservation District Overlay



**Planning
& Zoning
Division**



SPUD-23-35
207 Lee Street, Leesburg, FL 34748
Alternate Key #: 1263671
Section 26, Township 19 South, Range 24 East
October 13, 2022

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.2.

Meeting Date: February 27, 2023

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 55 +/- acres; and being generally located west of County Road 44 and south of East Treasure Island Avenue, lying in Section 01, Township 19 South, Range 25 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 5; and providing an effective date. (Treasures Trove)

Staff Recommendation:

The Planning and Zoning staff recommend approval of the proposed ordinance for annexation of Treasures Trove.

Analysis:

The applicant has submitted a request for annexation of approximately 55 acres of land generally located west of County Road 44 and south of East Treasure Island Avenue, as shown on the attached General Location Map. At this time, the property use consists of residential and timbered acreage. The current zoning is Lake County A (Agriculture); the proposed zoning is City PUD (Planned Unit Development).

The proposal of the property is a single-family residential subdivision. The property is surrounded by Lake County A (Agriculture), CP (Planned Commercial District), and CFD (Community Facility District). Under the conditions of the PUD (Planned Unit Development) zoning case which is also on this agenda, no negative impacts are anticipated to adjacent properties.

Also, on this City Commission agenda, is a Large-Scale Comprehensive Plan Amendment, which, along with the Planned Unit Development Application, had recommendations for approval from the staff and Planning Commission at the public hearing held on July 21, 2022.

Procurement Analysis:

N/A

Options:

1. Approve the requested annexation. This would give the City jurisdiction over the use and future development of the subject site and provide for the application of City standards to this property; or
2. Disapprove the proposed annexation and allow the property to remain in the county.

Fiscal Impact:

A positive fiscal impact will result from the annexation and development of this property due to increased tax revenue added to the General Fund. Future development of the property will increase this anticipated impact.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 55 +/- ACRES; AND BEING GENERALLY LOCATED WEST OF COUNTY ROAD 44 AND SOUTH OF EAST TREASURE ISLAND AVENUE, LYING IN SECTION 01, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; PROVIDING THAT SAID PROPERTY SO ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY; PROVIDING THAT SUCH ANNEXED PROPERTY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL SUCH TERRITORY HAD BEEN A PART OF THE CITY OF LEESBURG AT THE TIME OF PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES; PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE PLACED IN CITY COMMISSION DISTRICT 5; AND PROVIDING AN EFFECTIVE DATE. (TREASURES TROVE)

WHEREAS, the City Commission has received written objections, recommendations, and comments from the City of Leesburg Planning Commission, acting as the Local Planning Agenda, regarding amendment of the Comprehensive Plan of the City of Leesburg, and has made recommendations to the City Commission for approval of the Plan; and

WHEREAS, the City Commission of the City of Leesburg has held public hearings on the proposed amendment to the plan, in light of written comments, proposals and objections from the general public;

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA, that;

Section 1.

Based upon the petition of Jerome L. Henin (Agent) for Treasures Trove for the property hereinafter described, shall be annexed into the city limits of the City of Leesburg, Florida, which petition has heretofore been approved by the City Commission of the City of Leesburg, Florida, pursuant to the provisions of the Laws of Florida, the hereinafter described property is hereby annexed and made a part of the city limits of the City of Leesburg, Florida. The subject property lying and situated in Lake County, Florida, is more particularly described as:

Legal Description
(See Exhibit A);

Section 2.

All of the property, real and personal, within said annexed territory, described in Section 1 above, as provided by this ordinance, and the inhabitants thereof, shall be subject to the government, jurisdiction, powers, franchises, duties, and privileges of the City of Leesburg, Florida, and the said annexed property shall be liable, proportionately, for all of the present outstanding and existing, as well as future, indebtedness of the City of Leesburg, Florida; that all of the ordinances of the City of Leesburg, and all the laws heretofore passed by the Legislature of the State of Florida relating to and which now or hereafter constitute its Charter, shall apply to and have the same force and effect on such annexed

territory as if all such annexed territory had been a part of the City of Leesburg, Florida, at the time of the passage and approval of said laws and ordinances. The property annexed is hereby assigned to City Commission District 5;

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 27th day of February 2023.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Exhibit A

Legal Description

LEGAL DESCRIPTION

PARCEL 1: (ALT KEY 1779383)

THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 19 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA.

PARCEL 2: (ALT KEY 1798892)

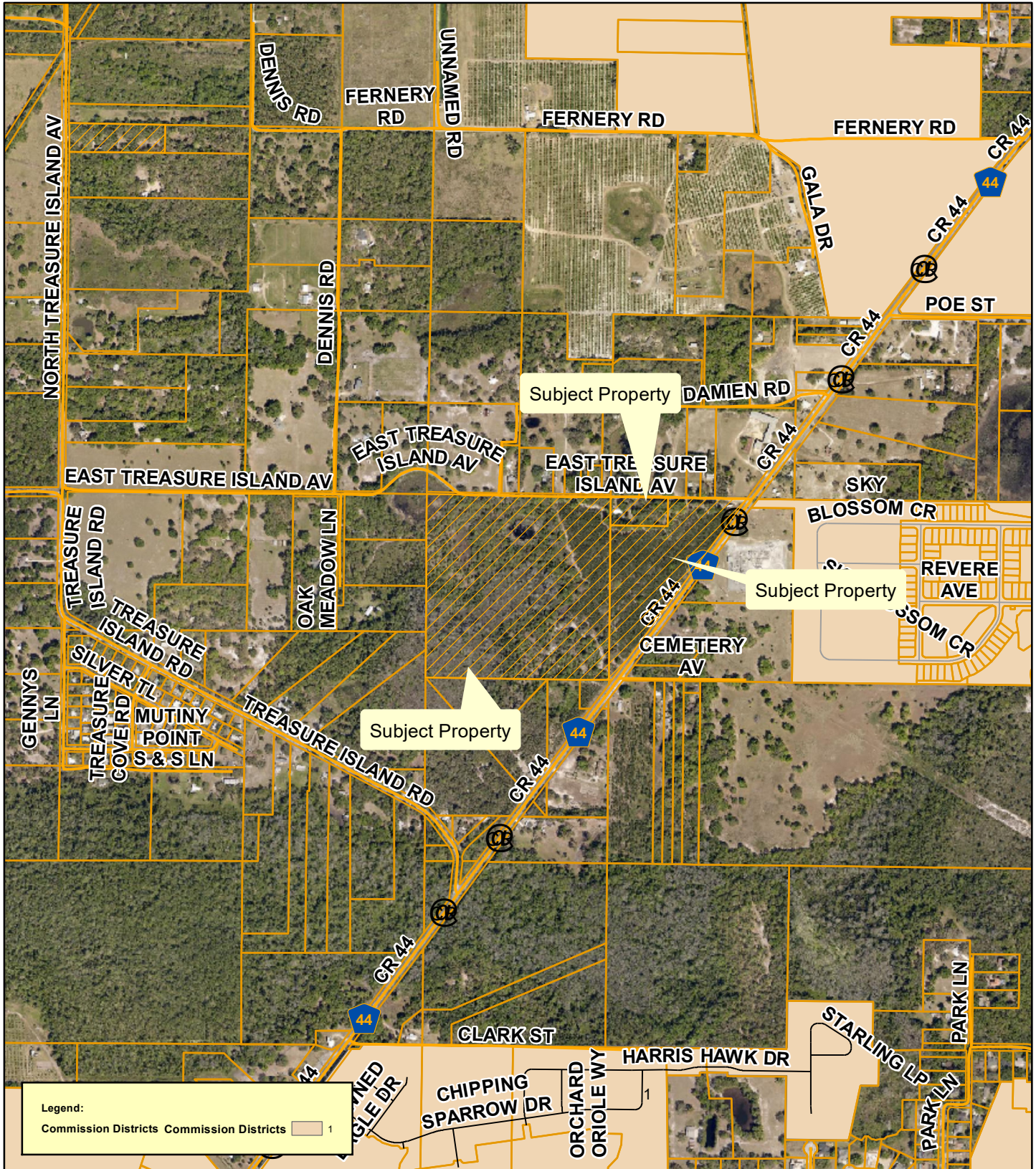
THAT PART OF LOTS 1 AND 2 LYING WEST OF THE WESTERLY LINE OF THE RIGHT-OF-WAY OF STATE ROAD NO. 44, LESS THE NORTH 208.71 FEET OF THE WEST 417.42 FEET OF LOT 1, AND ALL OF LOT 3, BLOCK 5, REVISED AND CORRECTED PLAT OF RE-SUBDIVISION OF SUBDIVISION OF SILVER LAKE ESTATES, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 10, PAGES 66 THROUGH 69, INCLUSIVE, IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL 3: (ALT KEY 1494001)

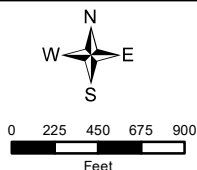
THE NORTH 208.71 FEET OF THE WEST 417.42 FEET OF LOT 1, BLOCK 5 OF SILVER LAKE ESTATES, ACCORDING TO THE REVISED AND CORRECTED PLAT OF RE-SUBDIVISION OF THE SUBDIVISION OF SILVER LAKE ESTATES, RECORDED IN PLAT BOOK 10, PAGES 66 THROUGH 69, INCLUSIVE, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

CONTAINING 55.45 ACRES, MORE OR LESS.

Commission District



**Planning
& Zoning
Division**

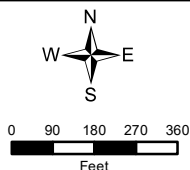


Treasures Trove
East Treasure Island Avenue
AK#s: 1779383, 1798892, 1494001
Section 1, Township 19 South, Range 25 East
June 30, 2022

Surrounding Existing Land Uses



**Planning
& Zoning
Division**



Treasures Trove
East Treasure Island Avenue
AK#s: 1779383, 1798892, 1494001
Section 1, Township 19 South, Range 25 East
June 16, 2022

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.3.

Meeting Date: February 27, 2023

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 55 +/- acres from Lake County Rural Transition to City of Leesburg Estate Residential, for a property generally located west of County Road 44 and south of East Treasure Island Avenue, lying in Section 01, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date.
(Treasures Trove)

Staff Recommendation:

The Planning & Zoning Staff recommend approval and the Planning Commission recommended denial of the proposed large-scale comp plan amendment of the City's Future Land Use Map on 55 +/- acres from Lake County Rural Transition to City of Leesburg Estate Residential.

Analysis:

The project site is approximately 55 acres. The property is generally located west of County Road 44 and south of East Treasure Island Avenue. Currently, the property is residential and timber. The proposed use is for a single-family residential subdivision. The surrounding Future Land Use Map designations of Lake County Rural, Lake County Rural Transition, Lake County Regional Commercial, and Lake County Urban Low Density are compatible, as conditioned in the PUD zoning, with the proposed future land use designation of City Estate Residential. The proposed zoning designation of City PUD (Planned Unit Development) will provide for development that is consistent with the City's adopted Growth Management Plan and would allow an appropriate use for the property.

This property lies within the ISBA (Interlocal Service Boundary Area) agreement. This agreement, which was approved by the City Commission on November 24, 2014, allows property within the ISBA area but outside the current city limits to be annexed and obtain City of Leesburg utility services.

The Planning Commission held a public hearing on the application on July 21, 2022 and recommended denial. The Commission's recommendation was based on concerns about traffic along County Road 44.

Procurement Analysis:

N/A

Options:

1. Approve the requested large-scale comprehensive plan amendment from Lake County Rural Transition to City of Leesburg Estate Residential; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

There is no direct fiscal impact to the City for this action. Future development of the property will increase this anticipated impact from collection of impact fees, ad valorem taxes and utility charges.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY CONTAINING 55 +/- ACRES FROM LAKE COUNTY RURAL TRANSITION TO CITY OF LEESBURG ESTATE RESIDENTIAL, FOR A PROPERTY GENERALLY LOCATED WEST OF COUNTY ROAD 44 AND SOUTH OF EAST TREASURE ISLAND AVENUE, LYING IN SECTION 01, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (TREASURES TROVE)

WHEREAS, the City Commission has received written objections, recommendations, and comments from the City of Leesburg Planning Commission, acting as the Local Planning Agenda, regarding amendment of the Comprehensive Plan of the City of Leesburg, and has made recommendations to the City Commission for amendment of the Plan; and

WHEREAS, the City Commission of the City of Leesburg has held public hearings on the proposed amendment to the plan, in light of written comments, proposals and objections from the general public;

NOW, THEREFORE,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA, that;

Section 1.

The Growth Management Plan of the City of Leesburg, adopted by the City of Leesburg on December 10, 2012, pursuant to the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes, after public hearings by the City of Leesburg Planning Commission, is hereby amended in the following manner;

The Future Land Use Map is amended by changing the designation of approximately 55 acres of land generally located west of County Road 44 and south of East Treasure Island Avenue from Lake County Rural Transition to City of Leesburg Estate Residential, as shown on the revised map of said area, lying in Section 01, Township 19 South, Range 25 East, Lake County, Florida;

Section 2.

That this amendment was transmitted to the Department of Economic Opportunity as required by the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes;

Section 3.

All ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed;

Section 4.

This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 27th day of February 2023.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Exhibit A
Legal Description

LEGAL DESCRIPTION

PARCEL 1: (ALT KEY 1779383)

THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 19 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA.

PARCEL 2: (ALT KEY 1798892)

THAT PART OF LOTS 1 AND 2 LYING WEST OF THE WESTERLY LINE OF THE RIGHT-OF-WAY OF STATE ROAD NO. 44, LESS THE NORTH 208.71 FEET OF THE WEST 417.42 FEET OF LOT 1, AND ALL OF LOT 3, BLOCK 5, REVISED AND CORRECTED PLAT OF RE-SUBDIVISION OF SUBDIVISION OF SILVER LAKE ESTATES, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 10, PAGES 66 THROUGH 69, INCLUSIVE, IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL 3: (ALT KEY 1494001)

THE NORTH 208.71 FEET OF THE WEST 417.42 FEET OF LOT 1, BLOCK 5 OF SILVER LAKE ESTATES, ACCORDING TO THE REVISED AND CORRECTED PLAT OF RE-SUBDIVISION OF THE SUBDIVISION OF SILVER LAKE ESTATES, RECORDED IN PLAT BOOK 10, PAGES 66 THROUGH 69, INCLUSIVE, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

CONTAINING 55.45 ACRES, MORE OR LESS.



CITY OF LEESBURG PLANNING & ZONING DIVISION RECOMMENDATIONS

OWNER: Levy A. Wong, Trustee
PETITIONER: Traderscove Corporation, Jerome Henin
PROJECT: Treasures Trove
REQUEST: Large Scale Comprehensive Plan Amendment from Lake County Rural Transition to City of Leesburg Estate Residential
CASE NO.: LSCP-22-273

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of the request **for the following reason(s):**

1. This project meets the requirements of Chapter 163.3184 Florida Statutes, for Comprehensive Plan Amendments.
2. The proposed request, as conditioned in City of Leesburg case number PUD-22-274, is compatible with the adjacent future land use designations of City of Leesburg Estate Residential, and with Lake County designations of Urban Low Density, Rural and Rural Transition.
3. The proposed request, as conditioned in City of Leesburg Case number PUD-22-274, is compatible with the current surrounding zoning districts City of Leesburg PUD (Planned Unit Development), and with Lake County districts of CP (Planned Commercial District), CFD (Community Facility District) and A (Agriculture).
4. The proposed future land use designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to **approve** the Large-Scale Comprehensive Plan designation from Lake County Rural Transition to City of Leesburg Estate Residential and forward the recommendation to the City Commission for consideration.

**CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY**

DATE: July 21, 2022

OWNER: Levy A. Wong, Trustee

PETITIONER: Traderscove Corporation, Jerome Henin

PROJECT: Treasures Trove

REQUEST: Large Scale Comprehensive Plan Amendment to Estate Residential; Zoning to PUD (Planned Unit Development)

CASE NO.: LSCP 22-273; PUD-22-274

GENERAL LOCATION: The property is generally west of County Road 44 and south of East Treasure Island Avenue.

FUTURE LAND USE DESIGNATION: Lake County Rural Transition

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Lake County Rural Transition; Lake County Rural

South – Lake County Rural Transition

East – Lake County Urban Low Density; Lake County Regional Commercial

West – Lake County Rural Transition

PROPOSED FUTURE LAND USE DESIGNATION: Estate Residential

EXISTING ZONING DESIGNATION: Lake County A (Agriculture)

SURROUNDING ZONING DESIGNATIONS:

North – Lake County A (Agriculture); Lake County CP (Planned Commercial District)

South – Lake County A (Agriculture)

East – Lake County A (Agriculture); Lake County CFD (Community Facility District)

West – Lake County A (Agriculture)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

EXISTING LAND USE: Residential; Timber

SURROUNDING LAND USE:

North – Residential; Agriculture

South – Agriculture

East – Agriculture

West – Agriculture; Institutional

PROPOSED LAND USE: Single Family Residential subdivision

**CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY**

DATE: July 5, 2022
OWNER: Levy A. Wong, Trustee
PETITIONER: Traderscove Corporation, Jerome Henin
PROJECT: Treasures Trove
REQUEST: Large Scale Comprehensive Plan Amendment to Estate Residential; Zoning to PUD
(Planned Unit Development)
CASE NO.: LSCP 22-273; PUD-22-274

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 7/15/22

FIRE

No comments received as of 7/15/22

ELECTRIC

Electric has no objections. This will be serviced by Leesburg. Easements will be required on all lots, and WRA's to have a continuous path for electric. Once the subdivision is approved, design will start on underground power. Steve Davis 7/6/22

GAS

Natural gas is available and directed per city ordinance. Thank you, Brandon Smith 7/11/22

GIS

GIS has no comments. Tammy Magamoll 7/6/22

BUILDING

No comments received as of 7/15/22

PUBLIC WORKS

Public Works has no issues with this item, however the proponent should be advised that they will be required to run both potable and reuse lines throughout their development and if no reuse available they will install a potable jumper to the reuse line. Clifford Kelsey 7/7/22

ADDRESSING

No comments received as of 7/15/22

ECONOMIC DEVELOPMENT

No comments received as of 7/15/22

LAKE COUNTY PUBLIC WORKS

Attached is the comment letter from Lake County Public Works Department. Please let me know if you have any questions. Thanks, Seth Lynch 7/19/22

LAKE COUNTY SCHOOLS

The Treasure Trove PUD is subject to school concurrency prior to final site plan approval. The assigned schools for the project are: Treadway Elementary, Tavares Middle, and Tavares High. Thanks, Helen LaValley 7/12/22

PUBLIC RESPONSES

Approval

No comments received as of 7/15/22

Disapproval

2 disapprovals 2 with comments

No comment

No comments received as of 7/15/22

Notice of Appearance filed:

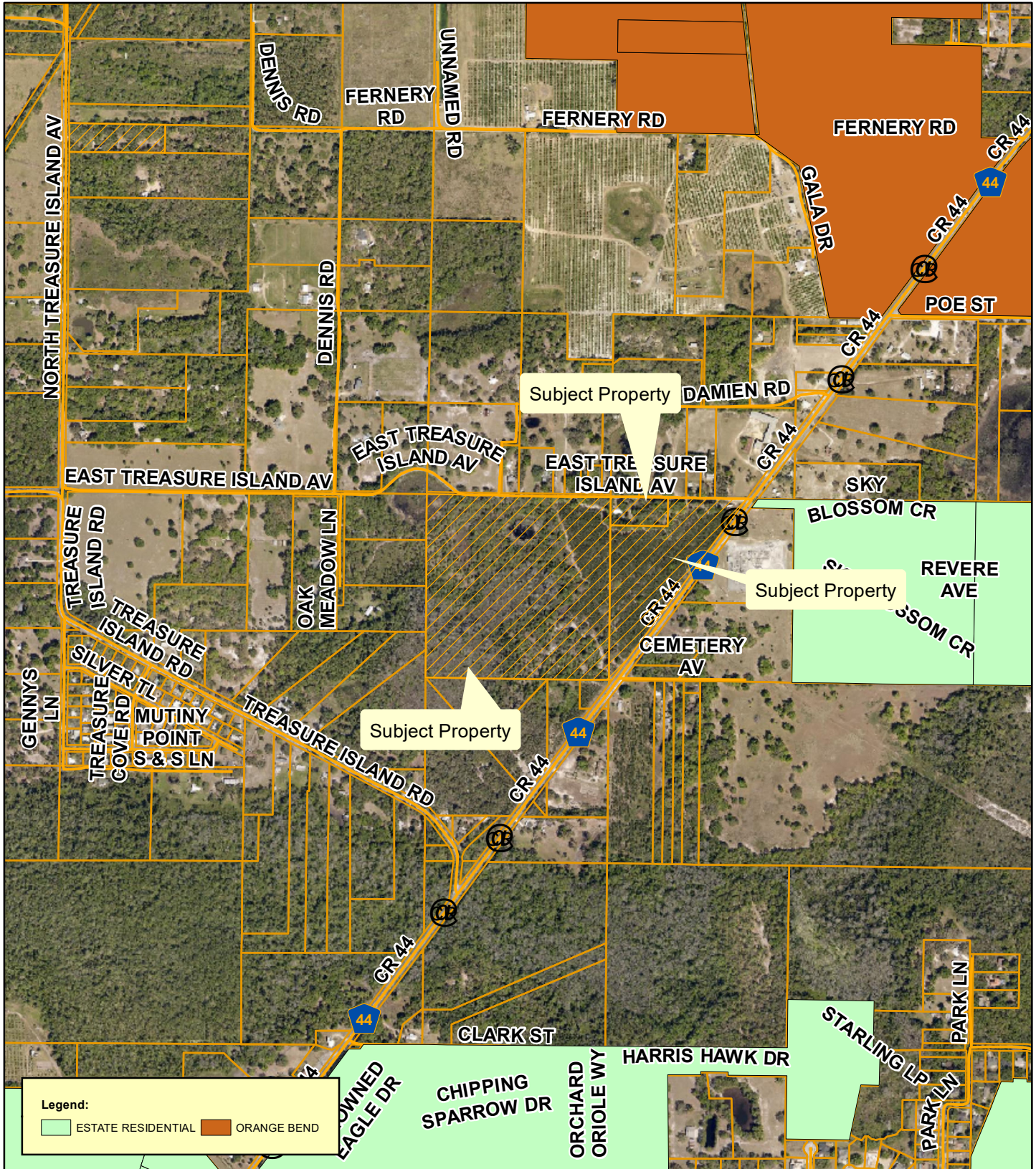
PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

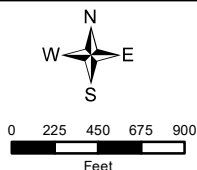
Sue L Wakefield – Horrible idea. I have lived here 50+ years. Over the years I have seen all sorts of wildlife on the property across the street. Raccoons, Opossum boxes, aa pair of pileated woodpeckers even a small bear passing through. It was pasture land and not a pine timber site where will the animals go??

Sue L. Wakefield – As a long time resident I know there is a wetland - (see map) area at the west end of this property. Also some old lovely big oak trees. East Treasure Island Ave is a very small road, barely 2 cars wide. Traffic would be a nightmare, with 2 other subdivisions going up within $\frac{3}{4}$ mile, there is no good reason for yet another one – except GREED!

Future Land Use

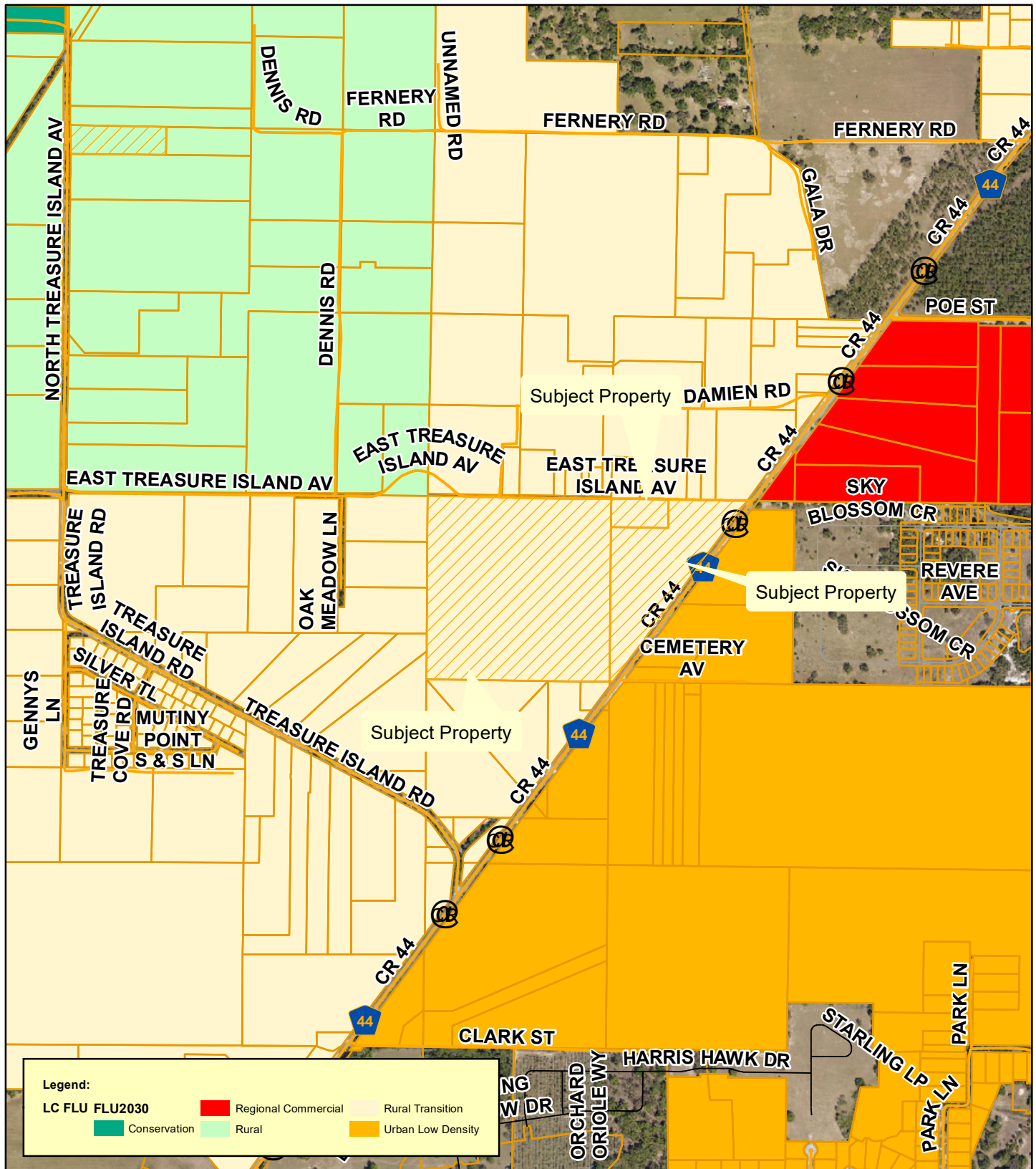


**Planning
& Zoning
Division**

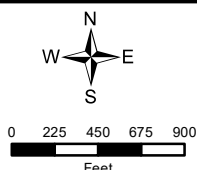


Treasures Trove
East Treasure Island Avenue
AK#s: 1779383, 1798892, 1494001
Section 1, Township 19 South, Range 25 East
June 30, 2022

Lake County Future Land Use

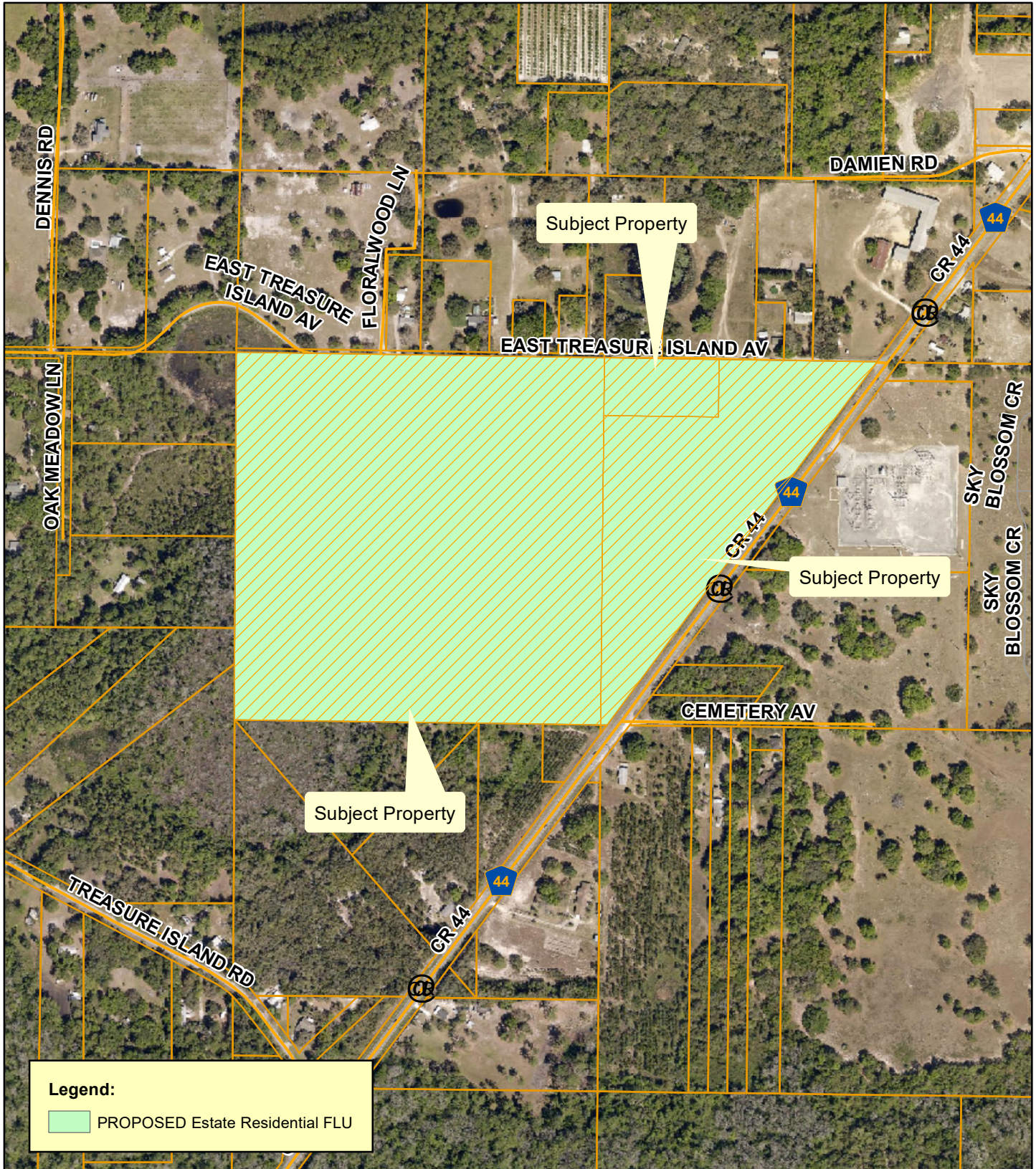


**Planning
& Zoning
Division**

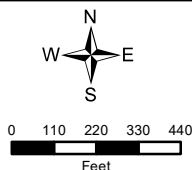


Treasures Trove
East Treasure Island Avenue
AK#s: 1779383, 1798892, 1494001
Section 1, Township 19 South, Range 25 East
June 30, 2022

PROPOSED Future Land Use



**Planning
& Zoning
Division**

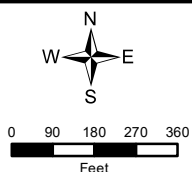


Treasures Trove
East Treasure Island Avenue
AK#s: 1779383, 1798892, 1494001
Section 1, Township 19 South, Range 25 East
June 16, 2022

Surrounding Existing Land Uses

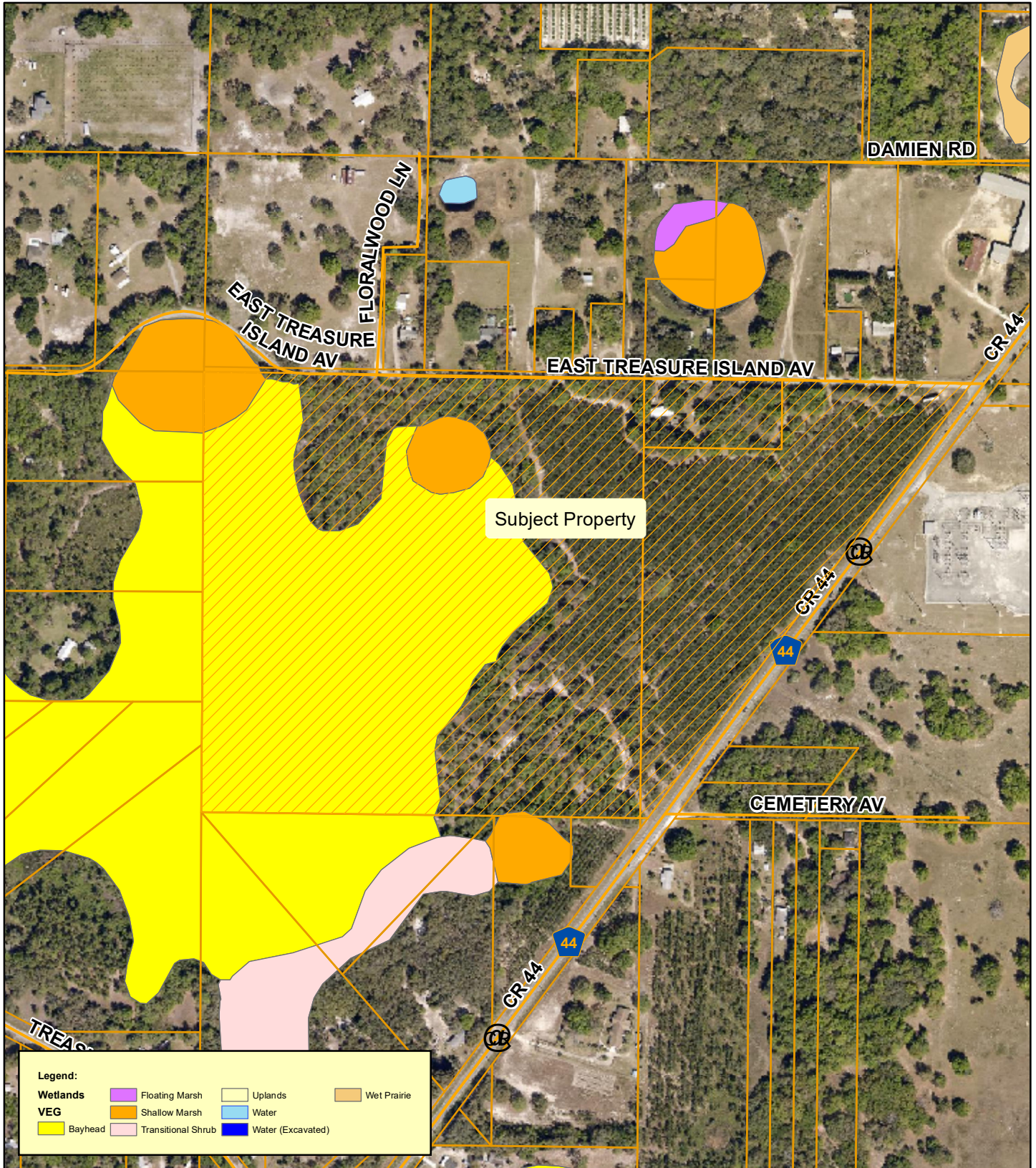


**Planning
& Zoning
Division**

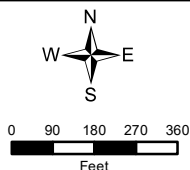


Treasures Trove
East Treasure Island Avenue
AK#s: 1779383, 1798892, 1494001
Section 1, Township 19 South, Range 25 East
June 16, 2022

Wetlands

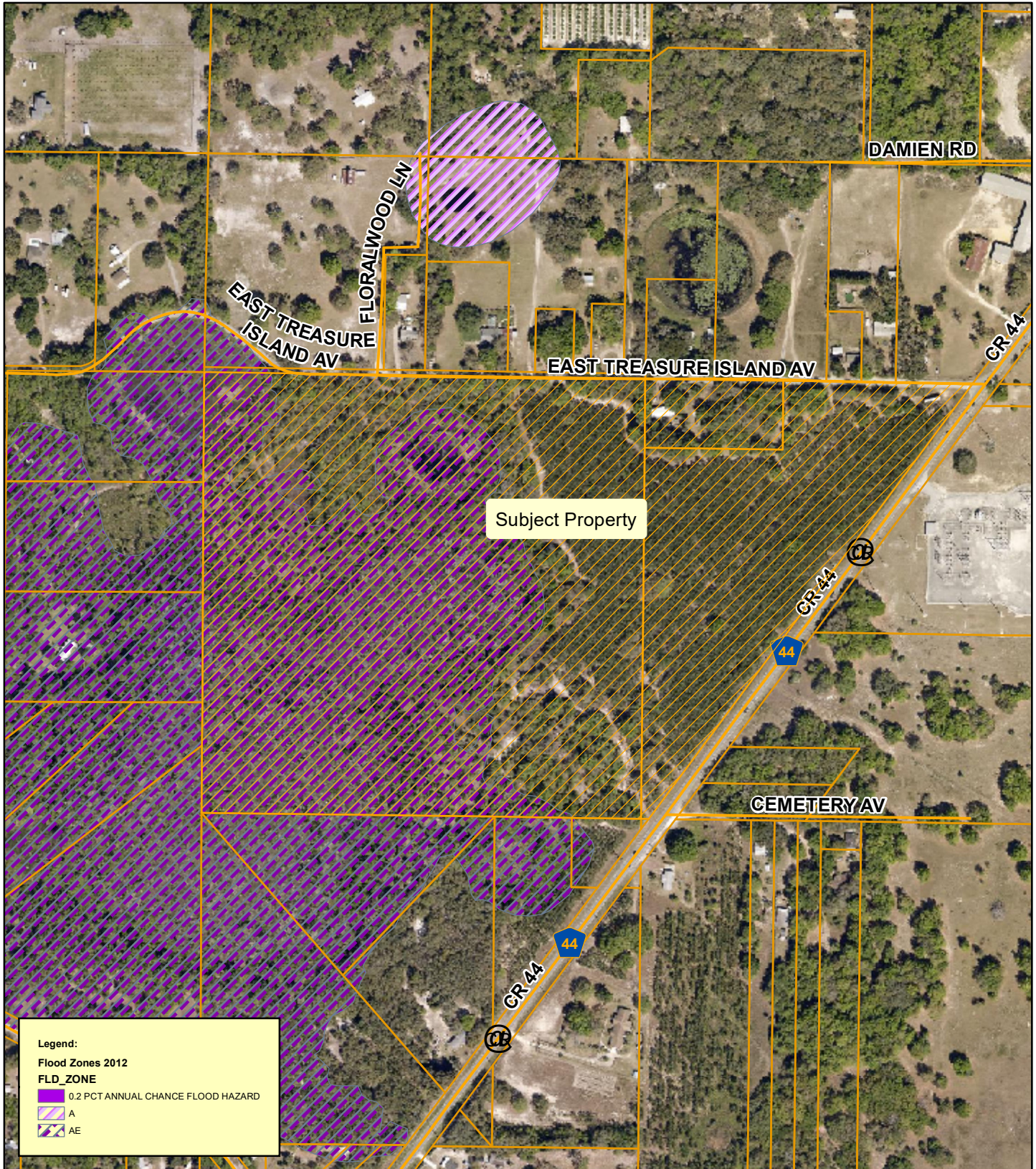


**Planning
& Zoning
Division**

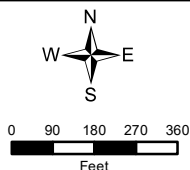


Treasures Trove
East Treasure Island Avenue
AK#s: 1779383, 1798892, 1494001
Section 1, Township 19 South, Range 25 East
June 16, 2022

Flood Zones



**Planning
& Zoning
Division**



Treasures Trove
East Treasure Island Avenue
AK#s: 1779383, 1798892, 1494001
Section 1, Township 19 South, Range 25 East
June 16, 2022

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.4.

Meeting Date: February 27, 2023

From: Dan Miller, (Planning and Zoning Director)

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

Staff Recommendation:

Planning and Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) to allow for a single-family residential subdivision.

Analysis:

The project site is approximately 55 +/- acres, and is generally located west of County Road 44 and south of East Treasure Island Avenue as shown on the attached maps. At this time, the property is residential and timber. The proposal will allow for a single-family residential subdivision. The existing land uses surrounding the property are residential, pasture, and timber. City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on July 21, 2022 and recommended denial. The Commission's recommendation was based on traffic concerns along County Road 44.

Procurement Analysis:

N/A

Options:

1. Approve the proposed rezoning to PUD (Planned Unit Development); or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

Future development of this site will create a substantial positive fiscal impact on the City of Leesburg, in the form of impact and utility fees, plus ad valorem taxes.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 55 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW A SINGLE-FAMILY RESIDENTIAL SUBDIVISION FOR A PROPERTY GENERALLY LOCATED WEST OF COUNTY ROAD 44 AND SOUTH OF EAST TREASURE ISLAND AVENUE, LYING IN SECTION 01, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (TREASURES TROVE)

BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA, that:

Section 1.

Based upon the petition of Jerome L. Henin (Agent) for Treasures Trove, Inc. of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development), to-wit:

(Legal Description)
(See Exhibit A)

Section 2.

This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 27th day of February 2023.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Exhibit A
Legal Description

LEGAL DESCRIPTION

PARCEL 1: (ALT KEY 1779383)

THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 19 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA.

PARCEL 2: (ALT KEY 1798892)

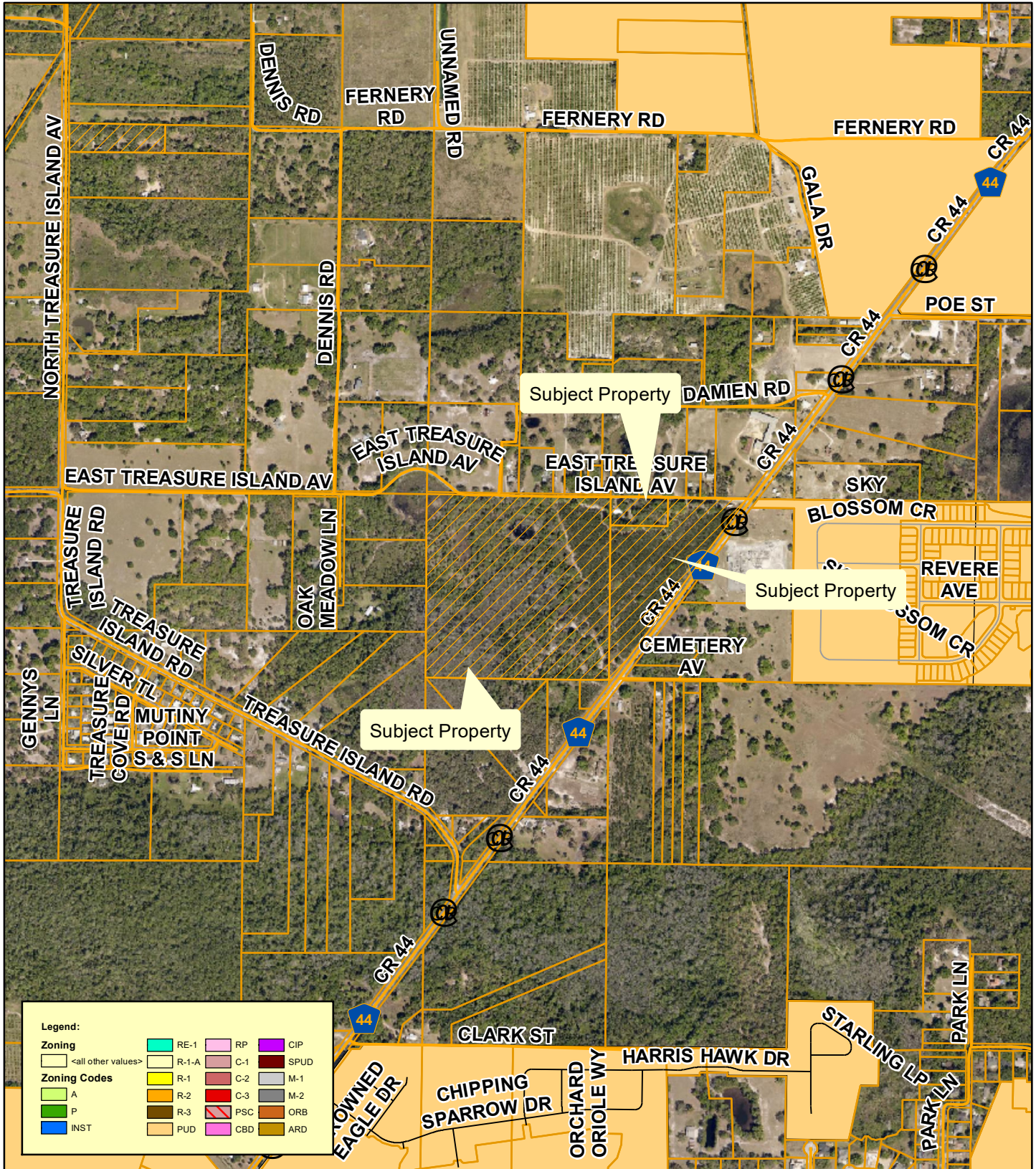
THAT PART OF LOTS 1 AND 2 LYING WEST OF THE WESTERLY LINE OF THE RIGHT-OF-WAY OF STATE ROAD NO. 44, LESS THE NORTH 208.71 FEET OF THE WEST 417.42 FEET OF LOT 1, AND ALL OF LOT 3, BLOCK 5, REVISED AND CORRECTED PLAT OF RE-SUBDIVISION OF SUBDIVISION OF SILVER LAKE ESTATES, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 10, PAGES 66 THROUGH 69, INCLUSIVE, IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL 3: (ALT KEY 1494001)

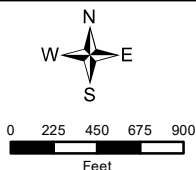
THE NORTH 208.71 FEET OF THE WEST 417.42 FEET OF LOT 1, BLOCK 5 OF SILVER LAKE ESTATES, ACCORDING TO THE REVISED AND CORRECTED PLAT OF RE-SUBDIVISION OF THE SUBDIVISION OF SILVER LAKE ESTATES, RECORDED IN PLAT BOOK 10, PAGES 66 THROUGH 69, INCLUSIVE, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

CONTAINING 55.45 ACRES, MORE OR LESS.

Zoning

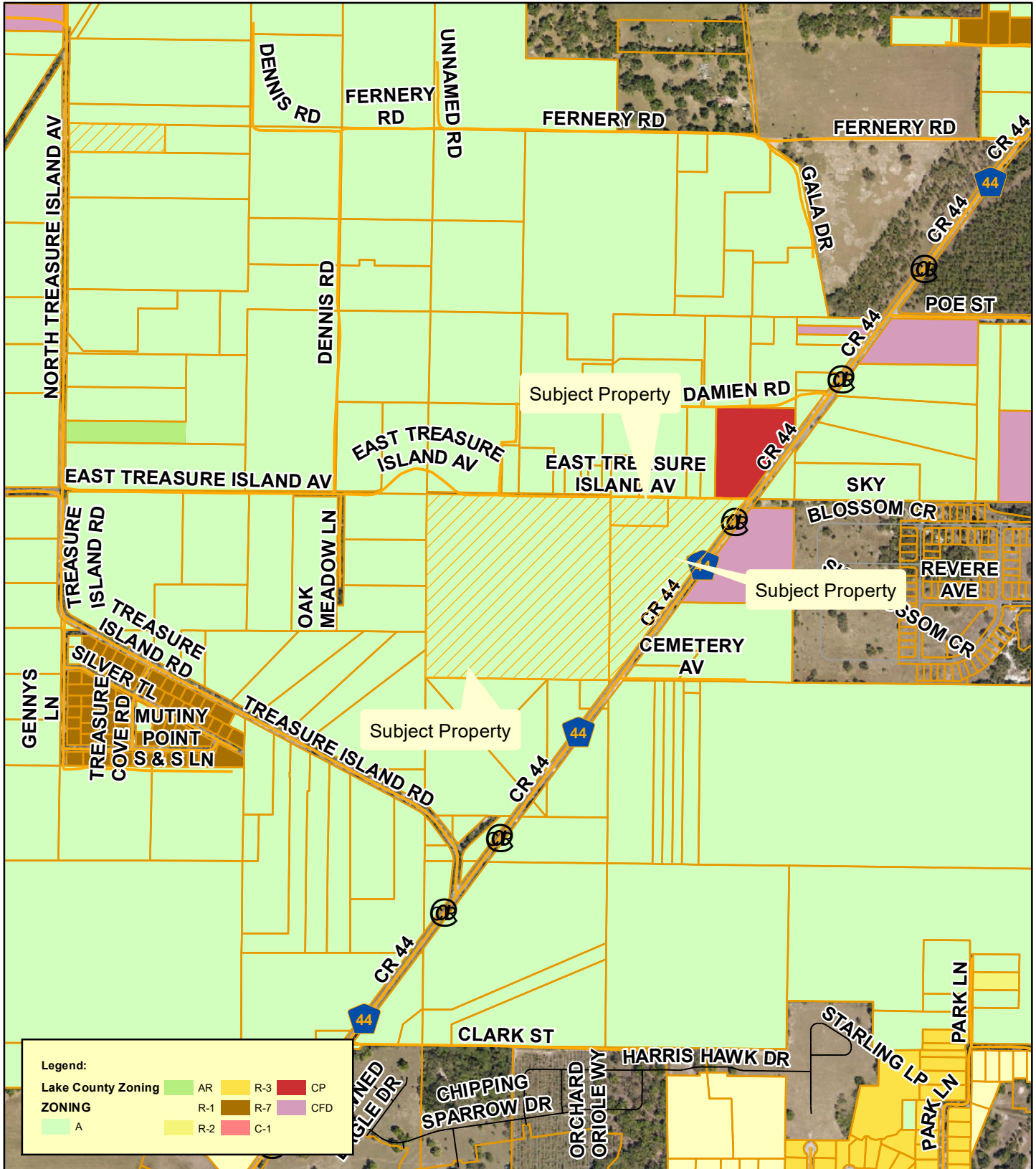


**Planning
& Zoning
Division**

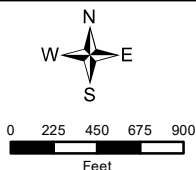


Treasures Trove
East Treasure Island Avenue
AK#s: 1779383, 1798892, 1494001
Section 1, Township 19 South, Range 25 East
June 30, 2022

Lake County Zoning

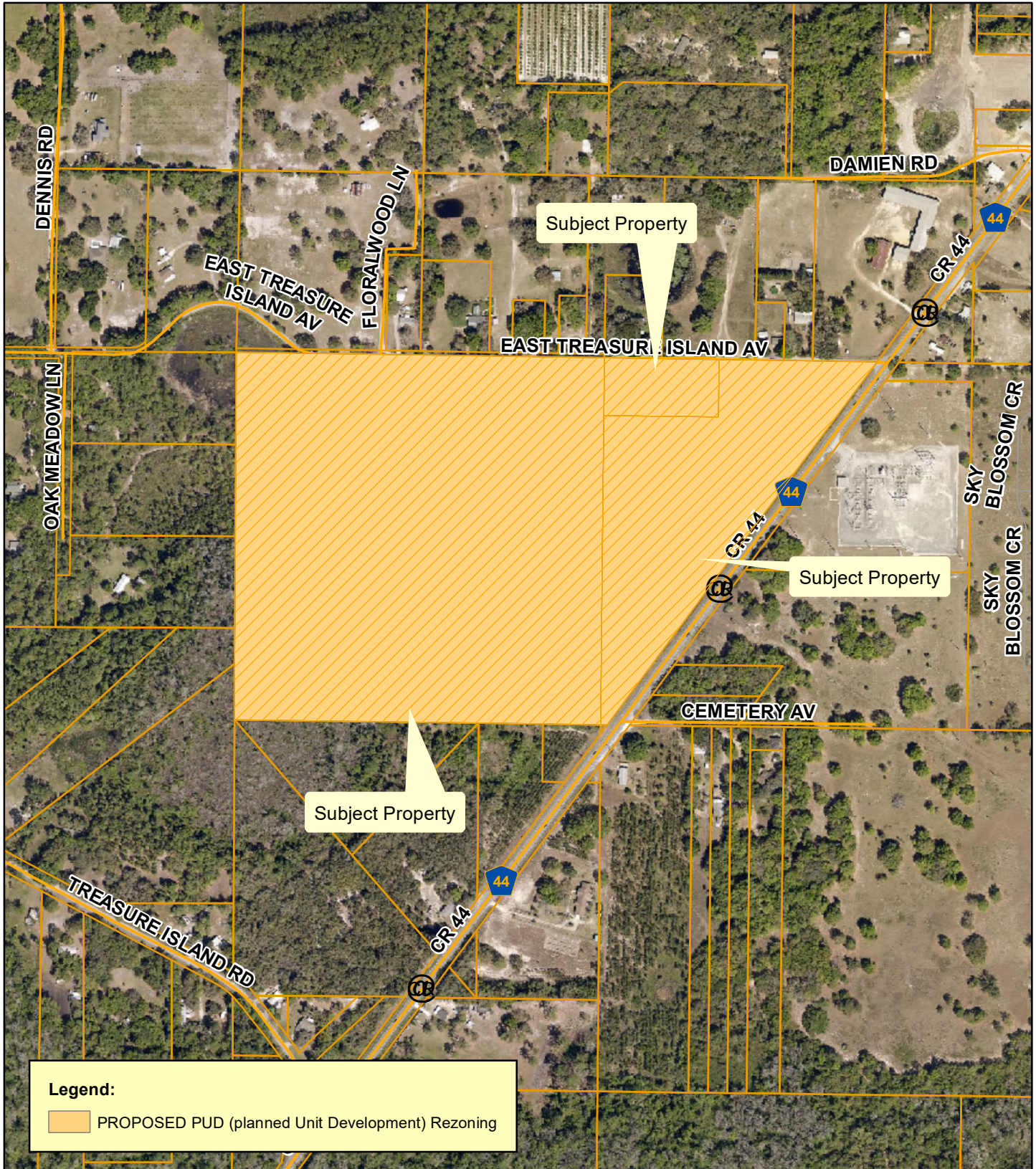


**Planning
& Zoning
Division**

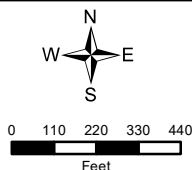


Treasures Trove
East Treasure Island Avenue
AK#s: 1779383, 1798892, 1494001
Section 1, Township 19 South, Range 25 East
June 30, 2022

PROPOSED Zoning

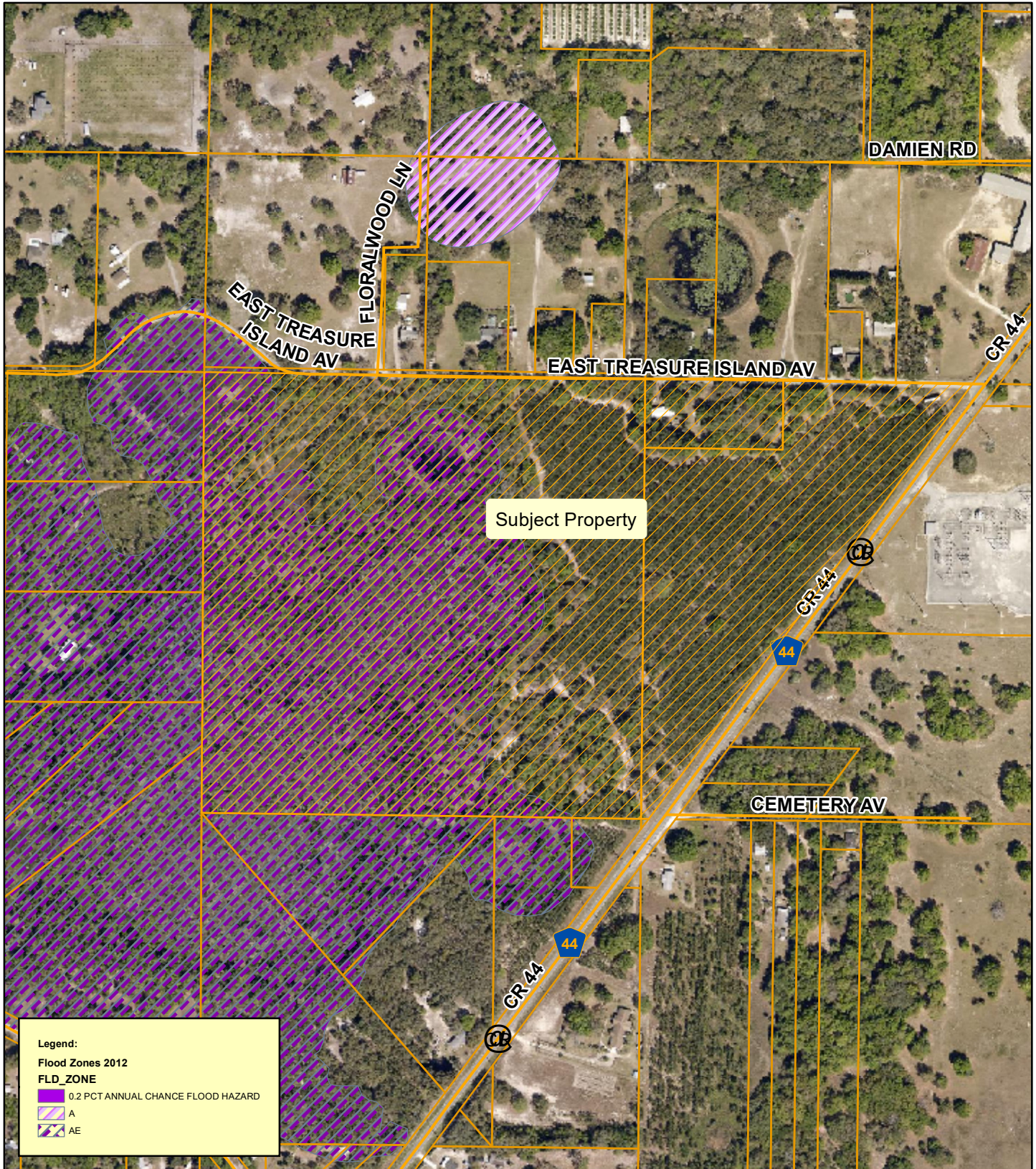


**Planning
& Zoning
Division**

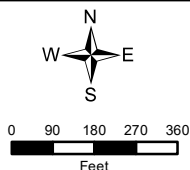


Treasures Trove
East Treasure Island Avenue
AK#s: 1779383, 1798892, 1494001
Section 1, Township 19 South, Range 25 East
June 16, 2022

Flood Zones



Planning
& Zoning
Division

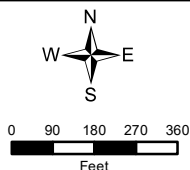


Treasures Trove
East Treasure Island Avenue
AK#s: 1779383, 1798892, 1494001
Section 1, Township 19 South, Range 25 East
June 16, 2022

Surrounding Existing Land Uses

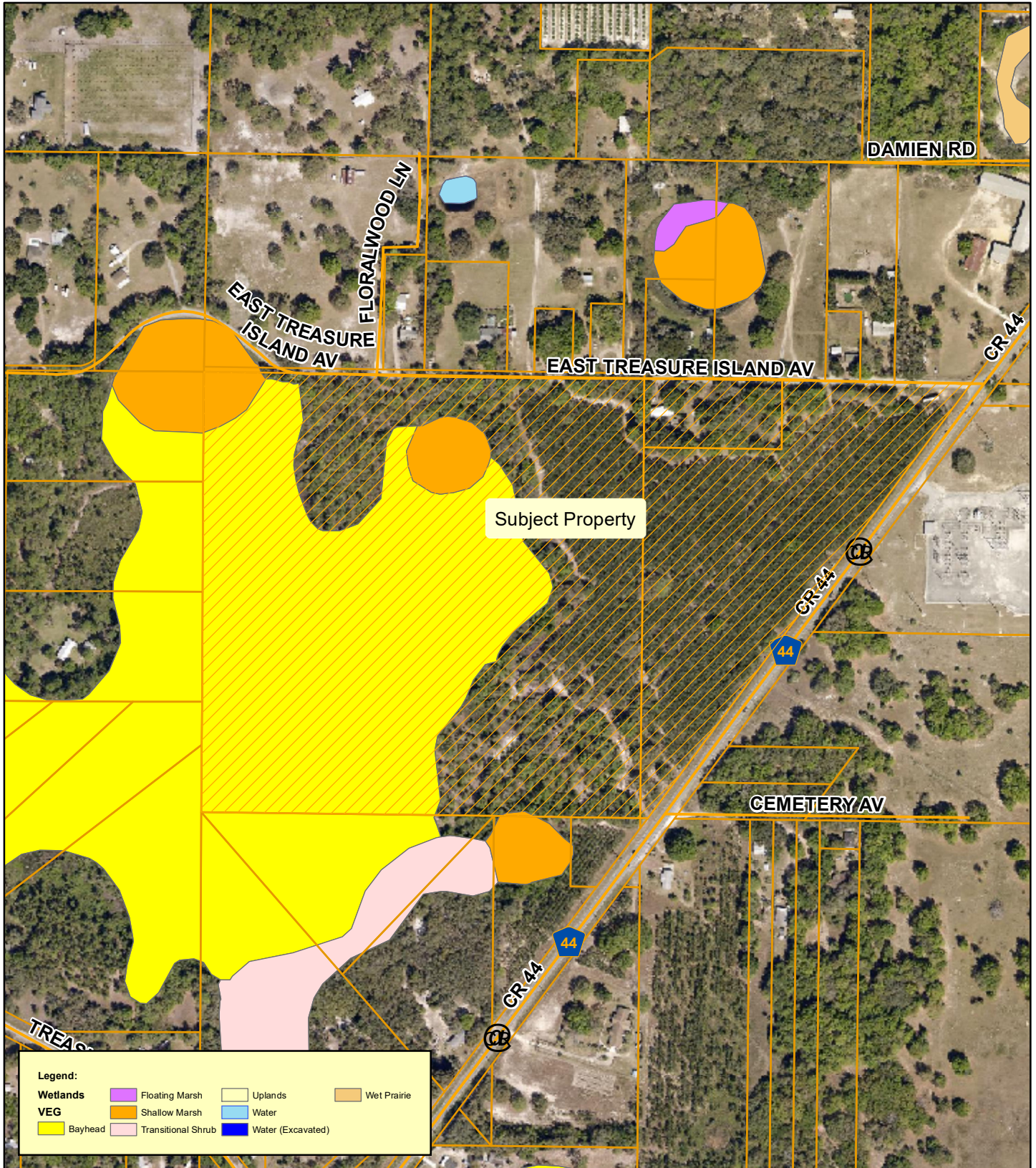


**Planning
& Zoning
Division**

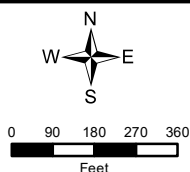


Treasures Trove
East Treasure Island Avenue
AK#s: 1779383, 1798892, 1494001
Section 1, Township 19 South, Range 25 East
June 16, 2022

Wetlands



**Planning
& Zoning
Division**



Treasures Trove
East Treasure Island Avenue
AK#s: 1779383, 1798892, 1494001
Section 1, Township 19 South, Range 25 East
June 16, 2022

**CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY**

DATE: July 21, 2022

OWNER: Levy A. Wong, Trustee

PETITIONER: Traderscove Corporation, Jerome Henin

PROJECT: Treasures Trove

REQUEST: Large Scale Comprehensive Plan Amendment to Estate Residential; Zoning to PUD (Planned Unit Development)

CASE NO.: LSCP 22-273; PUD-22-274

GENERAL LOCATION: The property is generally west of County Road 44 and south of East Treasure Island Avenue.

FUTURE LAND USE DESIGNATION: Lake County Rural Transition

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Lake County Rural Transition; Lake County Rural

South – Lake County Rural Transition

East – Lake County Urban Low Density; Lake County Regional Commercial

West – Lake County Rural Transition

PROPOSED FUTURE LAND USE DESIGNATION: Estate Residential

EXISTING ZONING DESIGNATION: Lake County A (Agriculture)

SURROUNDING ZONING DESIGNATIONS:

North – Lake County A (Agriculture); Lake County CP (Planned Commercial District)

South – Lake County A (Agriculture)

East – Lake County A (Agriculture); Lake County CFD (Community Facility District)

West – Lake County A (Agriculture)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

EXISTING LAND USE: Residential; Timber

SURROUNDING LAND USE:

North – Residential; Agriculture

South – Agriculture

East – Agriculture

West – Agriculture; Institutional

PROPOSED LAND USE: Single Family Residential subdivision

**CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY**

DATE: July 5, 2022
OWNER: Levy A. Wong, Trustee
PETITIONER: Traderscove Corporation, Jerome Henin
PROJECT: Treasures Trove
REQUEST: Large Scale Comprehensive Plan Amendment to Estate Residential; Zoning to PUD
(Planned Unit Development)
CASE NO.: LSCP 22-273; PUD-22-274

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 7/15/22

FIRE

No comments received as of 7/15/22

ELECTRIC

Electric has no objections. This will be serviced by Leesburg. Easements will be required on all lots, and WRA's to have a continuous path for electric. Once the subdivision is approved, design will start on underground power. Steve Davis 7/6/22

GAS

Natural gas is available and directed per city ordinance. Thank you, Brandon Smith 7/11/22

GIS

GIS has no comments. Tammy Magamoll 7/6/22

BUILDING

No comments received as of 7/15/22

PUBLIC WORKS

Public Works has no issues with this item, however the proponent should be advised that they will be required to run both potable and reuse lines throughout their development and if no reuse available they will install a potable jumper to the reuse line. Clifford Kelsey 7/7/22

ADDRESSING

No comments received as of 7/15/22

ECONOMIC DEVELOPMENT

No comments received as of 7/15/22

LAKE COUNTY PUBLIC WORKS

Attached is the comment letter from Lake County Public Works Department. Please let me know if you have any questions. Thanks, Seth Lynch 7/19/22

LAKE COUNTY SCHOOLS

The Treasure Trove PUD is subject to school concurrency prior to final site plan approval. The assigned schools for the project are: Treadway Elementary, Tavares Middle, and Tavares High. Thanks, Helen LaValley 7/12/22

PUBLIC RESPONSES

Approval

No comments received as of 7/15/22

Disapproval

2 disapprovals 2 with comments

No comment

No comments received as of 7/15/22

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

Sue L Wakefield – Horrible idea. I have lived here 50+ years. Over the years I have seen all sorts of wildlife on the property across the street. Raccoons, Opossum boxes, aa pair of pileated woodpeckers even a small bear passing through. It was pasture land and not a pine timber site where will the animals go??

Sue L. Wakefield – As a long time resident I know there is a wetland - (see map) area at the west end of this property. Also some old lovely big oak trees. East Treasure Island Ave is a very small road, barely 2 cars wide. Traffic would be a nightmare, with 2 other subdivisions going up within $\frac{3}{4}$ mile, there is no good reason for yet another one – except GREED!



CITY OF LEESBURG PLANNING & ZONING DIVISION RECOMMENDATIONS

OWNER: Levy A. Wong, Trustee
PETITIONER: Traderscove Corporation, Jerome Henin
PROJECT: Treasures Trove
REQUEST: Rezoning from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development)
CASE NO.: PUD-22-274

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of the request **for the following reason(s):**

1. This project meets the requirements of Chapter 163.3184 Florida Statutes, for Comprehensive Plan Amendments.
2. The proposed request, as conditioned in City of Leesburg case number PUD-22-274, is compatible with the adjacent future land use designations of City of Leesburg Estate Residential, and with Lake County designations of Regional Commercial, Urban Low Density, Rural Transition and Rural.
3. The proposed request as conditioned in City of Leesburg Case number PUD 22-274, is compatible with the current surrounding zoning districts of City of Leesburg PUD (Planned Unit Development); and with Lake County districts CP (Planned Commercial District), CFD (Community Facility District), and A (Agriculture).
4. The proposed future land use designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to **approve** the rezoning from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) and forward the recommendation to the City Commission for consideration.

**TREASURES TROVE SUBDIVISION
PUD (PLANNED UNIT DEVELOPMENT CONDITIONS)
July 21, 2022**

These Planned Unit Development Conditions for a PUD (Planned Unit Development) zoning district are granted by the City of Leesburg Planning Commission, Lake County, Florida to **Traderscove Corporation, P.O. Box 940, Winter Park, Florida 32970 (Jerome Henin,-Agent)** for the purposes described herein, and subject to the terms and conditions as set forth in this document, pursuant to authority contained in Chapter 25 “Zoning”, Section 25-278 “Planned Unit Development” of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND

The "Permittee" is requesting a Planned Unit Development (PUD) zoning district to allow future construction of a proposed residential development consisting of approximately 55.45 acres containing a maximum of 110 detached single-family residential units generally located south of East Treasure Island Avenue and west of State Road 44, on a site within the City of Leesburg in accordance with their PUD application and supplemental information.

PURPOSE

The purpose of this document is to provide appropriate zoning standards for a high-quality built environment through the application of flexible and diversified land development requirements, which shall be implemented in conjunction with a master site development plan and the City of Leesburg Code of Ordinances, therefore allowing for more efficient and optimal use of the subject property, and to increase the overall economic opportunity and employment base of Leesburg, Florida.

CONDITIONS

The following conditions shall apply to the development proposed herein. If any instance where the conditions of this document may conflict with the City of Leesburg Code of Ordinances, this document shall prevail as the determining requirement.

1. **PERMISSION** is hereby granted to **Traderscove Corporation, P.O. Box 940, Winter Park, Florida 32970 (Jerome Henin, - Agent) Agent)** to construct, operate, and maintain a Planned Unit Development in and on real property in the City of Leesburg, in accordance with the requirements set forth herein. The property is more particularly described below.
2. **LEGAL DESCRIPTION**
See attached **Exhibit B, Legal Description**.
3. **LAND USE**
The above-described property, containing approximately 55.45 acres, shall be used for platted single-family residential development, pursuant to City of Leesburg development codes and standards.

- A. Permitted Uses
 - 1. Detached single family residential units
 - 2. Accessory structures for residential uses
 - 3. Sales office in a single-family unit
 - 4. Accessory retail within a recreation center or clubhouse, intended for the primary use of residents, such as a snack bar
 - 5. Temporary modular sales center office (during construction and sales of new units) not to exceed one year, and construction office not to exceed two years from the approval of the final plat of the final phase for the subdivision. Model homes may be used as sales centers during the duration of the project.
- B. Prohibited Uses
 - 1. Duplex/Triplex uses
 - 2. Multi-family units (Apartments)
 - 3. Townhouses (single family attached units)
 - 4. Commercial uses (as a primary use)
 - 5. All other uses not specifically permitted within these conditions under Permitted Uses above shall be prohibited.

4. DEVELOPMENT STANDARDS

- A. The project shall contain a maximum of 110 detached single-family residential units, at a gross density not to exceed 2.0 units per acre on the approximately 55.45-acre site, as shown on **Exhibit C, Conceptual Development Plan**.
- B. A mix of lot sizes is permitted as long as all lots are equal to or larger than the required minimums.
- C. Along each street, homes with the same architectural design shall not be immediately adjacent (side by side) or directly across from a lot with the same design. Facades may be varied to meet this requirement. The maximum impervious surface for the project shall be 65%. Community and private swimming pools shall not count toward the impervious surface calculation.
- D. The minimum lot development standards shall be as follows:
 - 1. For 50 x 110-foot lots:
 - a. Minimum house size: 1,500 square feet
 - i. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
 - b. Minimum lot size shall be 5,500 square feet.
 - c. Minimum lot width 50 feet
 - d. Minimum lot depth 110 feet
 - e. Minimum building setbacks:
 - Front – 25 feet;
 - Porch – 20 feet (porch must be a minimum width of 5 feet).
 - Rear – 18 feet;
 - Side – 5 feet;
 - Corner Side – 15 feet.

2. For 50 x 120-foot lots:
 - a. Minimum house size: 1,500 square feet
 - i. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
 - b. Minimum lot size shall be 6,000 square feet.
 - c. Minimum lot width 50 feet
 - d. Minimum lot depth 120 feet
 - e. Minimum building setbacks:
 - Front – 25 feet;
 - Porch – 20 feet (porch must be a minimum width of 5 feet).
 - Rear – 18 feet;
 - Side – 5 feet;
 - Corner Side – 15 feet.
3. For 60 x 120-foot lots:
 - a. Minimum house size: 1,700 square feet
 - i. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
 - b. Minimum lot size shall be 7,200 square feet.
 - c. Minimum lot width 50 feet
 - d. Minimum lot depth 120 feet
 - e. Minimum building setbacks:
 - Front – 25 feet;
 - Porch – 20 feet (porch must be a minimum width of 5 feet).
 - Rear – 18 feet;
 - Side – 7.5 feet;
 - Corner Side – 15 feet.

E. For all structures:

1. Each residential structure shall have a minimum two car garage.
2. Each single-family lot of less than sixty (60) feet in width shall have gutters constructed on the primary structure in a manner designed to direct stormwater into the appropriate flow path away from the foundation of the house.
3. Minimum distance between structures shall be as noted in in Section B *Development Standards* contained herein; as measured from building wall to building wall.
4. Roof overhang shall not exceed forty (40) percent of the distance between the building wall and the property line.
5. Maximum building height: two (2) stories or 35 feet.
6. Accessory structures shall have a minimum rear and side setback of 5 feet and single accessory structures that are not attached to the principal structure shall not occupy more than 30 percent of the required rear yard.
7. Attached screened enclosures (no solid roof) must maintain a minimum setback of five (5) feet from the side and rear property line. Attached

swimming pool screened enclosure shall also maintain a minimum setback of five (5) feet from the side or rear property lines.

8. Solid roof structures attached to the residence must meet the required rear setback as noted under “Minimum building setbacks.”
9. As part of the site plan approval process, city staff shall review final site design standards in accordance with the approved PUD (Planned Unit Development) zoning conditions set forth herein.

5. DESIGN/ARCHITECTURAL STANDARDS

A. All buildings shall utilize at least five (5) of the following design features to provide visual relief along all elevations of the single-family units. Designs may vary throughout the development.

1. Dormers
2. Gables
3. Recessed or raised entries
4. Covered porch entries
5. Cupolas
6. Pillars or decorative posts
7. Bay window (minimum 12-inch projections)
8. Eaves (minimum 6-inch projections)
9. Front windows with arched glass tops and minimum 4-inch trim.
10. Garage vehicle doors shall incorporate the following elements: raised decorative panels, decorative glass panels or panes, decorative hinges, etc.
11. Front doors shall incorporate the following decorative elements: raised decorative panels, decorative glass panels or panes, decorative handles, etc.
12. Stone accents
13. Shutters
14. Board and batten siding
15. Hardy board siding
16. Raised banding
17. Craftsman style garage doors

B. Exterior building materials contribute significantly to the visual impact of a building on the community. These materials shall be well designed and integrated into a comprehensive design style for the project. The total exterior wall area of each building elevation shall be composed of one of the following:

1. At least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.
2. At least thirty percent (30%) full-width brick or stone, with the balance being stucco and/or a “cementitious” lap siding. (A “cementitious” lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option.).
3. All textured stucco shall be permitted subject to the provision of at least five (5) unique design features such as recessed garages, tile or metal roofs, arched

windows, porches, etc. in the elevations of the buildings or the buildings are all brick stucco.

4. For all designs, architectural facades and features shall be submitted and reviewed by the Planning and Zoning Manager or designee for compliance prior at time of site plan review.
- C. Other similar design variations meeting the intent of this section may be approved by the Planning and Zoning Manager or designee.
- D. The architectural styles and facades shown in **Exhibit D, Façade Samples** herein are considered conceptual.
- E. The Permittee shall utilize “Dark Sky” lighting principles when selecting lighting fixtures for all street lighting. Such lighting shall achieve the overall effect of containing and shielding excessive light pollution from adjacent properties. Appropriate designs are shown on as **Exhibit E**, attached hereto.

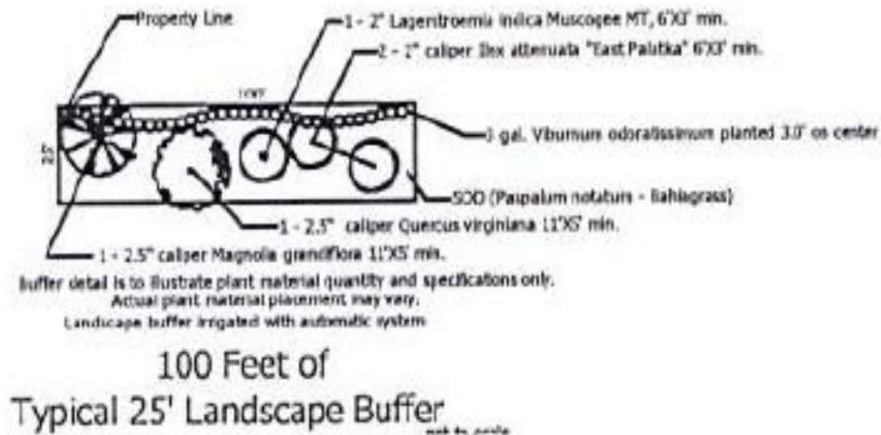
6. **OPEN SPACE, LANDSCAPING & BUFFER REQUIREMENTS**

- A. A minimum of 35% open space shall be provided throughout the development. Open space may consist of buffers, wetlands retention and recreation areas.
- B. A minimum twenty-five (25) foot buffer tract with plantings as shown in Figure A below, shall be provided along the entire boundary of the property
- C. Each platted single-family residential lot of record shall contain a minimum of one canopy tree, located within in the front yard, selected from the list of trees within the City of Leesburg Code of Ordinances, *Section 25-328 Table 1, Canopy Trees*, plus at least one canopy or understory tree, located in the back yard. All other requirements for tree planting based on lot size under the Code of Ordinances shall remain in effect.
- D. A spilt-rail fence, of either wood or vinyl/synthetic construction, shall be installed around the entire perimeter of the property. This fence shall be installed at a minimum height of four (4) feet. Said fence shall be maintained by the Property Owners or Homeowners Association. A solid six-foot fence of PVC or other synthetic material, shall be allowed as an option to the split-rail fence.
- E. Land uses allowed within the upland buffers are limited to hiking trails, walkways, passive recreation activities and stormwater facilities as permitted by St. Johns River Water Management District.
- F. All landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances, Section 25-329, and at a minimum shall contain the following plantings as noted in Figures A and B below.

Figure A

Canopy Trees (per 100 l.f.)	2 per 100 linear ft
Tree CAL/Height	2" cal, 12' overall height
Optional Ornamental Trees (per 100 l.f.)	3 per 100 linear ft
Tree CAL/Height	2" cal, 7' overall height
Shrub Screen (per 100 l.f.)	
Square Ft. of Shrubs	(33) 3 gal plants, 18"—24" minimum at installation (depending on species); hedges to be 36"—42" high by thirty-six (36) inches wide hedge or continuous landscape screen with a ninety (90) percent opacity within one (1) year of planting
Container size	3 gal

Figure B



- G. Variations to the landscape and buffering requirements of the code may be approved by the Planning and Zoning Manager or designee, to the extent that the overall intent of the PUD and the Landscaping Code are maintained, including consideration of existing fencing on adjacent properties and existing natural vegetative buffers.
- H. The surveying of trees on the property shall be conducted as follows:
1. All specimen, heritage and historic trees shall be surveyed. Staff will review the tree survey and such trees shall be saved where possible during the site plan review

- process. This may include amending the site plan to save specimen, heritage and historic trees.
2. Site areas that are to preserve existing trees do not need to be included in the survey unless the trees are to be used in preservation/replacement requirements.
 3. The tree survey shall be completed by a licensed surveyor.

7. SITE ACCESS AND SIGNAGE

- A. The main vehicular access to the project site shall consist of at least one primary access point on State Road 44, and one alternate emergency-only access point on East Treasure Island Avenue, as legally prescribed by Lake County Public Works, and/or FDOT as applicable, and shown on the Master Development Plan - Exhibit C, as amended. All access points are conceptual and subject to Lake County review. Actual location and design of all roads shall be determined during the site plan review process and shall include consideration of, and connection to, sidewalks, recreation paths, etc. All other access shall be reviewed for necessity and requirements through Lake County and the City of Leesburg development and permitting processes. Any additional access points shall be subject to site plan application review process.
- B. All access points shall be designed to allow emergency access vehicles room to maneuver. This entrance shall be reviewed and adjusted by staff as needed at the Site Plan and Construction Plan review.
 1. Offsite road improvements on existing roads adjacent to the property may be required based on finalized access locations. Such improvements may include, but are not limited to, left and right turn lanes, right-of-way dedication, and pavement rehabilitation. Any proposed offsite road improvements must be reviewed by Lake County Public Works.
 2. Prior to completion of the subdivision design plans, the developer shall work with the Lake County Department of Public Works to ensure all appropriate required roadway and access improvements for the development are made part of the plans submitted to the City of Leesburg.
 3. The Master Development Plan, and the access points proposed thereon, are considered conceptual until the appropriate engineering and site plan reviews, along with any required upgrades are completed for the project.
- C. All access points are subject to review and approval by the appropriate permitting agency, including FDOT, Lake-Sumter Metropolitan Planning Organization, Lake County and the City of Leesburg as applicable. The developer shall be responsible for on and offsite improvements required as a result of any access points. The developer shall be responsible for all on and offsite improvements required as a result of any access points.
- D. The primary 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 USAGE

- A. All landscaped areas shall be irrigated and designed to meet Section 25-327, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.

- B. The use of St. Augustine grass, or other varieties of grass which require significant amounts of water are prohibited. The use of Bahia, Bermuda, Zoysia or other grasses which are more drought tolerant are permitted.

13. RECREATIONAL REQUIREMENTS

- A. Recreational development provided on the site may include active and passive uses, as well as enclosed or unenclosed recreational space, devoted to the joint use of the residents. Such recreational space shall be provided at a rate of 200 square feet per residential unit, and shall consist of not less than 31,000 square feet (0.71 acres).
- B. Recreational requirements shall include at least one primary active recreation area. Recreation areas may include such uses as a children's playground with equipment, dog park area or gazebo, swimming pool, clubhouse or other amenities as reviewed and approved by staff. The primary recreational facility shall be constructed in conjunction with and completed no later than the completion of 50% of the approved maximum number of residential units.
- C. Credit for recreational space shall be given for areas dedicated to recreational space, to include items such as a clubhouse with recreation room, swimming pool, outdoor cooking facilities such as grills, youth playgrounds, play courts, dog parks or other similar uses which will meet the intent of this document. Other similar uses which will meet the intent of this document may be supplied by the developer.
- D. Active recreational activity space shall be calculated at a rate of 1.25 times for activities such as, but not limited to:
 - 1. Trails, playgrounds, basketball, tennis, handball courts, etc.
 - 2. Community swimming pool, including the deck area surrounding such pools.
 - 3. Indoor recreation rooms provided such rooms are permanently maintained for the use of residents for recreational purposes.
 - 4. Other active recreational activities may be used for credit, subject to approval by the City of Leesburg.

14. MAINTENANCE

- A. With the exception of any public utilities, maintenance of all site improvements, including but not limited to roadways, drives, internal sidewalks, landscaping and drainage shall be the responsibility of the property owner. A homeowner's association shall serve as an appropriate entity for all common properties within the development.

15. DEVELOPMENT PHASING & IMPLEMENTATION

- A. The proposed project may be constructed in phases in accordance with the Planned Unit Development Conditions and Conceptual Plan. Changes to the development conditions or conceptual plan, other than those conditions described in these PUD Conditions of Approval, shall be revised in accordance with the Planned Development review process, City of Leesburg Code of Ordinances.

- B. Implementation of the project shall substantially commence one-hundred twenty (120) months after approval of this Planned Development. In the event, the conditions of the PUD have not been substantially implemented during the required time period, the City of Leesburg shall have the option of scheduling the PUD, with due notice to the owner and surrounding property owners, for reconsideration by the Planning Commission at their next available regular meeting. The Planning Commission will consider whether to extend the PUD approval or rezone the property to another appropriate zoning classification.
- C. As part of the overall development process, if the project is constructed in phases, then plat of the lots for each approved phase shall contain only portions of the development approved under the Site Plan Review Process, i.e. each phase platted shall match each phase submitted for site plan review.

16. MISCELLANEOUS CONDITIONS

- A. The uses of the proposed project shall only be those uses identified in the approved Planned Unit Development Conditions. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.
- B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.
- C. Construction and operation of the proposed use(s) shall at all times comply with the Planned Unit Development conditions set forth herein, and with all City and other governmental agencies rules and regulations.
- D. The transfer of ownership or lease of any or all of the property described in these PUD Conditions of Approval shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.
- E. These PUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition as set forth herein.

17. LEVELS OF SERVICE

- A. Levels of Service
 - a. As submitted, the development resulting from the proposed zoning change may result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to water, wastewater, roads, drainage, and solid water. No final development order (site plan and building

permits) shall be granted for proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.

B. Utilities

1. Projected Capacities

i. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.

C. If the development requires construction of new distribution or collection lines, or other infrastructure needed to develop the subdivision, the developer will be required to construct such facilities to provide service. The developer will bear the cost of design, permitting and construction. Any such facilities must be constructed in a fashion consistent with the City's master plans and to the City standards and specifications.

D. Commitment of Capacity

1. There are no previous commitments of any existing or planned excess capacity for this property.

E. Ability to Provide Services

1. At this time, the City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.
2. Future development within the City of Leesburg utility service areas may impact the provision of utility services.

18. NOTICE REQUIREMENTS

A. Agricultural operations are acknowledged to exist in the immediate area of the proposed development contemplated by this document. Section 823.14, F.S., protects existing agricultural operations which may, by their normal operations, potentially create noise or offensive odors. In order to reduce potential conflict and provide information regarding nearby agricultural operations, the developer/builder shall provide, prior to sale of any or all of the land contemplated within this document, a specific notice to each purchaser that agricultural operations are protected under Section 823.14, F.S., for the expressed purpose of eliminating potential complaints regarding such operations from property owners choosing to purchase land in the area of an existing agricultural operation.

EXHIBIT B
(provided by applicant)

LEGAL DESCRIPTION

LEGAL DESCRIPTION

PARCEL 1: (ALT KEY 1779383)

THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 19 SOUTH, RANGE 25 EAST,
IN LAKE COUNTY, FLORIDA.

PARCEL 2: (ALT KEY 1798892)

THAT PART OF LOTS 1 AND 2 LYING WEST OF THE WESTERLY LINE OF THE RIGHT-OF-WAY OF STATE
ROAD NO. 44, LESS THE NORTH 208.71 FEET OF THE WEST 417.42 FEET OF LOT 1, AND ALL OF LOT 3,
BLOCK 5, REVISED AND CORRECTED PLAT OF RE-SUBDIVISION OF SUBDIVISION OF SILVER LAKE ESTATES,
ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 10, PAGES 66 THROUGH 69,
INCLUSIVE, IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL 3: (ALT KEY 1494001)

THE NORTH 208.71 FEET OF THE WEST 417.42 FEET OF LOT 1, BLOCK 5 OF SILVER LAKE ESTATES,
ACCORDING TO THE REVISED AND CORRECTED PLAT OF RE-SUBDIVISION OF THE SUBDIVISION OF
SILVER LAKE ESTATES, RECORDED IN PLAT BOOK 10, PAGES 66 THROUGH 69, INCLUSIVE, OF THE PUBLIC
RECORDS OF LAKE COUNTY, FLORIDA.

CONTAINING 55.45 ACRES, MORE OR LESS.

EXHIBIT D

FAÇADE SAMPLES





Elevation - "MH"



Elevation - "MS"



Elevation - "MG"

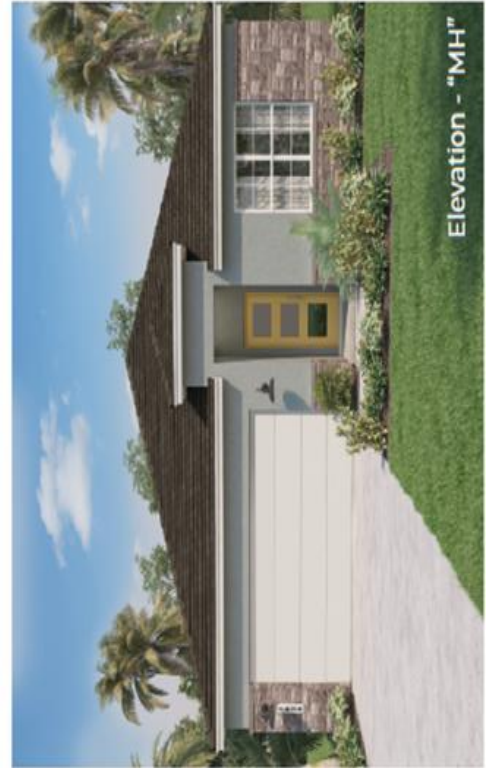




Elevation - "MG"



Elevation - "MS"



Elevation - "MH"



TYPICAL DARK SKY LIGHTING FIXTURES

Examples of Acceptable / Unacceptable Lighting Fixtures

Unacceptable / Discouraged

Fixtures that produce glare and light trespass

Unshielded Floodlights or Poorly-shielded Floodlights

Unshielded Wallpacks & Unshielded or Poorly-shielded Wall Mount Fixtures

Drop-Lens & Sag-Lens Fixtures w/ exposed bulb / refractor lens

Unshielded Streetlight

Unshielded Bollards

Unshielded Barn Light

Unshielded 'Period' Style Fixtures

Drop-Lens Canopy Fixtures

Unshielded PAR Floodlights

Acceptable

Fixtures that shield the light source to minimize glare and light trespass and to facilitate better vision at night

Full Cutoff Fixtures

Fully Shielded Wallpack & Wall Mount Fixtures

Fully Shielded Fixtures

Full Cutoff Streetlight

Fully Shielded Barn Light

Fully Shielded Walkway Bollards

Fully Shielded Decorative Fixtures

Fully Shielded 'Period' Style Fixtures

Flush Mounted or Side Shielded Under Canopy Fixtures

Shielded / Properly-aimed PAR Floodlights

Illustrations by Bob Ciesin© 2005. Rendered for the Town of Southampton, NY. Used with permission.



Elevation - "MC"



Elevation - "MG"



Elevation - "MS"







Elevation - "MG"



Elevation - "MH"



Elevation - "MS"

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.5.

Meeting Date: February 27, 2023

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida annexing certain real property consisting of approximately 6.93 acres; and being generally located south of U.S. Highway 441 and east of Anglers Avenue; as legally described in Section 23, Township 19 South, Range 25 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said City; providing that such annexed property shall be subject to all laws and ordinances of said City as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 5 and providing an effective date. (Anglers AX)

Staff Recommendation:

The Planning and Zoning staff recommends approval of the proposed ordinance for annexation of the property known as Angler's Cove.

Analysis:

The applicant has submitted a request for annexation of approximately 6.93 acres of land generally located south of U.S. Highway 441 and east of Anglers Avenue, as shown on the attached General Location Map. At this time, the property is vacant. The proposal for the property is for single family detached and single family attached units.

The current Future Land Use category and zoning district are Lake County Urban Medium Density and CP (Planned Commercial), respectively. Also on this City Commission agenda are proposals that will take the Future Land Use and zoning to City of Leesburg Low Density and SPUD (Small Planned Unit Development).

Procurement Analysis:

N/A

Options:

1. Approve the requested annexation. This would give the City jurisdiction over the use and future development of the subject site and provide for the application of City standards to this property; or

2. Disapprove the proposed annexation and allow the property to remain in the County.

Fiscal Impact:

A positive fiscal impact will result from the annexation and future development of this property due to ad valorem tax revenue, impact fees and utility fees.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 6.93 ACRES; AND BEING GENERALLY LOCATED SOUTH OF U.S. HIGHWAY 441 AND EAST OF ANGLERS AVENUE; AS LEGALLY DESCRIBED IN SECTION 23, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; PROVIDING THAT SAID PROPERTY SO ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY; PROVIDING THAT SUCH ANNEXED PROPERTY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL SUCH TERRITORY HAD BEEN A PART OF THE CITY OF LEESBURG AT THE TIME OF PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES; PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE PLACED IN CITY COMMISSION DISTRICT 5 AND PROVIDING AN EFFECTIVE DATE. (ANGLERS AX)

WHEREAS, the City Commission has received written objections, recommendations, and comments from the City of Leesburg Planning Commission, acting as the Local Planning Agenda, regarding amendment of the Comprehensive Plan of the City of Leesburg, and has made recommendations to the City Commission for amendment of the Plan; and

WHEREAS, the City Commission of the City of Leesburg has held public hearings on the proposed amendment to the plan, in light of written comments, proposals and objections from the general public;

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA, that;

Section 1

Based upon the petition of Lake Harris Investments, LLC, 1080 Bichara Boulevard, #223, Lady Lake, Florida, 32519 (Ryan Solstice, LPG Urban and Regional Planners, Inc, 1162 Camp Avenue, Mt. Dora, Florida 32757, Agent) the property hereinafter described shall be annexed into the city limits of the City of Leesburg, Florida, which petition has heretofore been approved by the City Commission of the City of Leesburg, Florida, pursuant to the provisions of the Laws of Florida, the hereinafter described property is hereby annexed and made a part of the city limits of the City of Leesburg, Florida. The subject property lying and situated in Lake County, Florida, is more particularly described as:

Legal Description: (See Exhibit A);

Section 2.

All of the property, real and personal, within said annexed territory, described in Section 1 above, as provided by this ordinance, and the inhabitants thereof, shall be subject to the government, jurisdiction, powers, franchises, duties, and privileges of the City of Leesburg, Florida, and the said annexed property shall be liable, proportionately, for all of the present outstanding and existing, as well as future, indebtedness of the City of Leesburg, Florida; that all of the ordinances of the City of Leesburg, and all the laws heretofore passed by the Legislature of the State of Florida relating to and which now or hereafter constitute its Charter, shall apply to and have the same force and effect on such annexed territory as if all such annexed territory had been a part of the City of Leesburg, Florida, at the time of the

passage and approval of said laws and ordinances. The property annexed hereby is assigned to City Commission District 5:

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 27th day of February 2023.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Legal Description:

That Part of Government Lots 2 and 4 in Section 23, Township 19 South, Range 25 East, In Lake County, Florida, Bounded and Described as Follows: From the East Quarter Section Corner of Said Section 23, Run South 89°47'30" West Along the North Line of the South ½ of said Section 23 a distance of 3045.5 feet; Thence South 0°10' East 98.55 Feet; Then South 71°33' East 354.4 Feet; Thence South 0°10' East 9 Feet to a point on the Southerly line of the right of way of U.S. Highway No. 441 as the same formerly existed; Thence South 0°31' East 301.4 Feet to a point on the center line of the 120-foot-wide right of way of the Seaboard Coast Line Railroad; Then South 20°34' West 60.15 Feet to a point on the Southerly line of the right of way of said railroad, said point being the point of beginning of this description. From said point of beginning, run South 74°05' East along the Southerly line of the right of way of said railroad 520.53 feet; Thence south 29°20'02" West 354.85 feet; Thence North 59°52' West 28.1 Feet; Thence South 27°58' West 170.3 Feet; Thence South 59°52' East 28 Feet; Thence South 27°31'30" West 172 Feet, More or Less, the Waters of Lake Harris; Thence Northwesterly along and with the Waters of Lake Harris to a point on a line bearing South 20°34' West from the Point of Beginning; Thence North 20°34' East 641 feet, more or less to the point of beginning.

Less and Except the following described property:

That Part of Government Lot 2 in Section 23, Township 19 South, Range 25 East, in Lake county, Florida, Bounded and described as follows: from the East Quarter Section Corner of Said Section 23, Run South 89°47'30" West along the North Line of the South ½ of said Section 23 a distance of 3045.5 feet; Thence South 0°10' East 98.55 feet; Thence South 71°33' East 354.4 feet; Thence South 0°10' East 9 Feet to a point on the southerly line of the right of way of U.S. Highway No.441 as the same formerly existed; Thence South 0°31' East 301.4 feet to a point on the center line of the 120 foot-wide right of way of the Seaboard Coast Line Railroad; Thence South 20°34' West 60.15 feet to a point on the Southerly line of the right of way of said railroad; Thence South 74°05' East Along the southerly line of the right of way of said railroad 520.53 feet; Thence South 29°20'02" West 354.85 Feet; Thence North 59°52' West 28.1 Feet: Thence South 27°58' West 170.3 Feet to the point of beginning of this description; Thence South 59°52' East 28 Feet; Thence South 27°31'30" West 172 Feet, more or less, to the Waters of Lake Harris and a point hereby designated as point "A"; return to point of beginning; Thence run South 27°58' West 185 feet to the Waters of Lake Harris; Thence Southeasterly 30 feet, more or less, along and with the Waters of Lake Harris to the aforementioned point "A" and the end of this description.

Also less and Except the Following Described Property:

That part of government Lot 2 in Section 23, Township 19 South, Range 25 East, In Lake County, Florida, Bounded and Described as follows: From the East Quarter Section corner of said Section 23, Run South 89°47'30" West along the North line of the South ½ of Said Section 23 A Distance of 3045.5 feet; Thence South 0°10' East 98.55 feet; Thence South 71°33' East 354.4 Feet; Thence South 0°10' East 9 Feet to a point on the southerly line of the right of way of U.S. No. 441 as the same formerly existed; Thence South 0°31' East 301.4 feet to a point on the center line of the 120 foot wide right of way of the Seaboard Coast Line Railroad; Thence South 20°34' West 60.15 Feet to a point on the southerly line of the right of way of said railroad; Thence South 74°05' East along the southerly line of the right of way of said railroad 493.04 feet to a 5/8" Iron rod with a cap marked PLS 4559 and the point of beginning of this description; Thence continue South 74°05' East along said Railroad right of way a distance of 27.49 feet to the most easterly corner of the first parcel described in exhibit "A" as recorded in O.R. Book 2988,

Page 1125, Public Records of Lake County, Florida; Thence S29°20'02"W Along the east line of said "First Parcel" a distance of 354.85 feet; Thence N59°52'W along the east line of said "First Parcel" a distance of 28.1 feet; Thence in a straight line run back to the point of beginning and the end of this description; The above parcel being more particularly described as follows:

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Together with a Perpetual Non-Exclusive Easement for Ingress and Egress over, across and upon the following described (4) parcels of land, lying being and situated in Lake County, Florida:

Parcel No.1:

A portion of those lands described in official Records Book 982, Page 1686. Public Record of Lake County, Florida, Lying in the South ½ of Section 23, Township 19 South, Range 25 East, Lake County, Florida, Being more particularly described as follows: commencing at the Northeast corner of the Southeast ¼ of Section 23, Township 19 South, Range 25 East, Run North 89°28'35" West along the North Line of Said Southeast ¼ a distance of 2541.08 feet; Thence South 01°24'06" East a distance of 304.38 feet to the southerly right of way line of U.S. Highway 441; Thence continue South 01°24'06" East a distance of 31.03 feet for point of beginning; Thence continue South 01°24'06" East a distance of 25.16 feet; Thence run North 73°57'42" West a distance of 75.35 feet; Thence run North 23°35'53" East a Distance of 59.44 feet to the aforesaid south right of way line being the point of curvature of a non-tangent curve concave Southerly having a radius of 7699.11 feet and a chord bearing of South 68°01'05" East: Thence run southeasterly along the arc of said curve through a central angle of 00°16'21" a distance of 36.6 feet; Thence departing aforesaid southerly right of way line and curve, run South 22°07'02" West too the Point of Curvature of a Curve concave easterly having a radius of 15 feet; Thence run Southeasterly along the arc of said curve through a central angle of 96°03'57" a distance of

25.15 feet to the point of tangency; Thence run South 73°57'42" East a distance of 9.21 feet to the point of beginning.

Parcel No. 2:

The Easterly 32 feet of the following described property:

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The Easterly 21 Feet of the following described parcel:

A portion of those lands described on official Records Book 870, Page 2272, Public Records of Lake County, Florida, Lying in the South ½ of Section 23, Township 19 South, Range 25 East, Lake County, Florida, and being more particularly described as follows: Commence at the Northeast corner of the Southeast ¼ of Section 23, Township 19 South, Range 25 East, Run North 89°28'35" West along the North Line of the said Southeast ¼ a distance of 2541.08 feet; Thence South 01°24'06" East a distance of 304.28 feet to the Southerly right of way line of U.S. Highway NO. 441; Thence continue South 02°24'06" East a distance of 199.46 feet to the Northerly right of way line of the abandoned Seaboard Coastline Railroad and the point of the beginning; Thence run South 24°03'26" West a distance of 121 feet to the Southerly right of way of said Seaboard Coastline Railroad; Thence Run North 73°19'04" West along said Southerly right of way of Seaboard Coastline Railroad a distance of 161.34 feet to the Westerly Boundary of those lands described in official Records Book 870, Page 2272, of the Public Records of Lake County, Florida; Thence Run North 21°20'54" East along said Westerly Boundary a distance of 60.2 feet; Thence continue along said Westerly boundary run North 00°10'05" East a distance of 62.58 feet to the aforesaid Northerly right of way line of Abandoned Seaboard Coastline Railroad; Thence Run South 73°19'04" East along said Northerly right of way line a distance of 189.76 feet to the point of beginning.

Parcel No. 4:

From a point of beginning on the Westerly line of the legal description of the easement set forth in parcel No. 3 immediately above, which point lies 15 feet North of the Southwest Corner of said legal description, Run Southwesterly at a 45° angle to a point on the line which is the Westerly extension of the Southernmost boundary of said legal description. Thence run easterly along the said extension of the Southernmost boundary of the said legal description to the Southwest corner of said legal description; Thence Run North on the Westerly Line of Said Legal Description to the Point of Beginning.

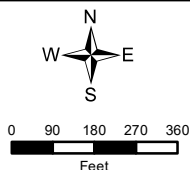
Aerial



Subject Property



**Planning
& Zoning
Division**

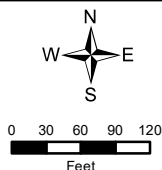


Anglers on Harris ANNX-22-436, SSCP-22-437, PUD-22-438
 32311 Anglers Avenue
 AK#: 1703735
 Section 23, Township 19 South, Range 25 East
 September 22, 2022

Surrounding Existing Land Uses



**Planning
& Zoning
Division**

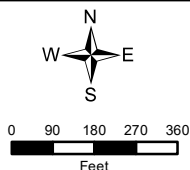


Anglers on Harris ANN-22-436, SSCP-22-437, PUD-22-438
 32311 Anglers Avenue
 AK#: 1703735
 Section 23, Township 19 South, Range 25 East
 September 22, 2022

Commission Districts



**Planning
& Zoning
Division**



Anglers on Harris ANN-22-436, SSCP-22-437, PUD-22-438
 32311 Anglers Avenue
 AK#: 1703735
 Section 23, Township 19 South, Range 25 East
 September 22, 2022

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.6.

Meeting Date: February 27, 2023

From: Dan Miller, (Planning and Zoning Director)

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

Staff Recommendation:

The Planning & Zoning Staff and the Planning Commission recommend approval of the proposed small-scale comprehensive plan amendment of the City's Future Land Use Map from Lake County Urban Medium Density to City of Leesburg Low Density Residential.

Analysis:

The project site is approximately 6.93 +/- acres. The property is generally located south of U.S. Highway 441 and east of Angler's Avenue, as shown on the attached maps. Currently, the property is vacant and undeveloped. The proposed use is for a single-family attached and detached residential subdivision.

The surrounding Future Land Use Map designation of Lake County Medium Density is compatible with the proposed future land use designation of City Low Density Residential. The proposed zoning designation of City SPUD (Small Planned Unit Development) will provide for development that is consistent with the City's adopted Growth Management Plan and would allow an appropriate use for the property, with a density level consistent with the adjacent properties.

The Planning Commission held a public hearing on the application on October 20, 2022, and by a vote of 7-0 recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the requested small-scale comprehensive plan amendment from Lake County Urban Medium

Density to City of Leesburg Low Density Residential; or
2. Such other action as the Commission may deem appropriate.

Fiscal Impact:

There is no direct fiscal impact to the City for this action. Future development of the property will increase this anticipated impact from collection of impact fees, ad valorem taxes and utility charges.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY CONTAINING 6.93 +/- ACRES FROM LAKE COUNTY URBAN MEDIUM DENSITY TO CITY OF LEESBURG LOW DENSITY, FOR A PROPERTY GENERALLY LOCATED SOUTH OF U.S. HIGHWAY 441 AND EAST OF ANGLERS AVENUE, AS LEGALLY DESCRIBED IN SECTION 23, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (ANGLERS SSCP)

WHEREAS, the City Commission has received written objections, recommendations, and comments from the City of Leesburg Planning Commission, acting as the Local Planning Agenda, regarding amendment of the Comprehensive Plan of the City of Leesburg, and has made recommendations to the City Commission for amendment of the Plan; and

WHEREAS, the City Commission of the City of Leesburg has held public hearings on the proposed amendment to the plan, in light of written comments, proposals and objections from the general public;

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA, that;

Section 1.

The Growth Management Plan of the City of Leesburg, adopted by the City of Leesburg on December 10, 2012, pursuant to the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes, after public hearings by the City of Leesburg Planning Commission, is hereby amended in the following manner;

The Future Land Use Map is amended by changing the designation of approximately 6.93 +/- acres of land generally located south of U.S. Highway 441 and east of Angler's Avenue from Lake County Urban Medium Density to City of Leesburg Low Density Residential, as shown on the revised map of said area, lying in Section 25, Township 19 South, Range 25 East, Lake County Florida;

Section 2.

All ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed;

Section 3.

This ordinance shall become effective immediately upon approval at second reading.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 27th day of February 2023.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Legal Description:

That Part of Government Lots 2 and 4 in Section 23, Township 19 South, Range 25 East, In Lake County, Florida, Bounded and Described as Follows: From the East Quarter Section Corner of Said Section 23, Run South 89°47'30" West Along the North Line of the South ½ of said Section 23 a distance of 3045.5 feet; Thence South 0°10' East 98.55 Feet; Then South 71°33' East 354.4 Feet; Thence South 0°10' East 9 Feet to a point on the Southernly line of the right of way of U.S. Highway No. 441 as the same formerly existed; Thence South 0°31' East 301.4 Feet to a point on the center line of the 120-foot-wide right of way of the Seaboard Coast Line Railroad; Then South 20°34' West 60.15 Feet to a point on the Southernly line of the right of way of said railroad, said point being the point of beginning of this description. From said point of beginning, run South 74°05' East along the Southerly line of the right of way of said railroad 520.53 feet; Thence south 29°20'02" West 354.85 feet; Thence North 59°52' West 28.1 Feet; Thence South 27°58' West 170.3 Feet; Thence South 59°52' East 28 Feet; Thence South 27°31'30" West 172 Feet, More or Less, the Waters of Lake Harris; Thence Northwesterly along and with the Waters of Lake Harris to a point on a line bearing South 20°34' West from the Point of Beginning; Thence North 20°34' East 641 feet, more or less to the point of beginning.

Less and Except the following described property:

That Part of Government Lot 2 in Section 23, Township 19 South, Range 25 East, in Lake county, Florida, Bounded and described as follows: from the East Quarter Section Corner of Said Section 23, Run South 89°47'30" West along the North Line of the South ½ of said Section 23 a distance of 3045.5 feet; Thence South 0°10' East 98.55 feet; Thence South 71°33' East 354.4 feet; Thence South 0°10' East 9 Feet to a point on the southerly line of the right of way of U.S. Highway No.441 as the same formerly existed; Thence South 0°31' East 301.4 feet to a point on the center line of the 120 foot-wide right of way of the Seaboard Coast Line Railroad; Thence South 20°34' West 60.15 feet to a point on the Southerly line of the right of way of said railroad; Thence South 74°05' East Along the southerly line of the right of way of said railroad 520.53 feet; Thence South 29°20'02" West 354.85 Feet; Thence North 59°52' West 28.1 Feet: Thence South 27°58' West 170.3 Feet to the point of beginning of this description; Thence South 59°52' East 28 Feet; Thence South 27°31'30" West 172 Feet, more or less, to the Waters of Lake Harris and a point hereby designated as point "A"; return to point of beginning; Thence run South 27°58' West 185 feet to the Waters of Lake Harris; Thence Southeasterly 30 feet, more or less, along and with the Waters of Lake Harris to the aforementioned point "A" and the end of this description.

Also less and Except the Following Described Property:

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Page 1125, Public Records of Lake County, Florida; Thence S29°20'02"W Along the east line of said "First Parcel" a distance of 354.85 feet; Thence N59°52'W along the east line of said "First Parcel" a distance of 28.1 feet; Thence in a straight line run back to the point of beginning and the end of this description; The above parcel being more particularly described as follows:

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The Easterly 32 feet of the following described property:

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The Easterly 21 Feet of the following described parcel:

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Parcel No. 4:

From a point of beginning on the Westerly line of the legal description of the easement set forth in parcel No. 3 immediately above, which point lies 15 feet North of the Southwest Corner of said legal description, Run Southwesterly at a 45° angle to a point on the line which is the Westerly extension of the Southernmost boundary of said legal description. Thence run easterly along the said extension of the Southernmost boundary of the said legal description to the Southwest corner of said legal description; Thence Run North on the Westerly Line of Said Legal Description to the Point of Beginning.



CITY OF LEESBURG PLANNING & ZONING DIVISION RECOMMENDATIONS

DATE: October 20, 2022
OWNER: Lake Harris Investments, LLC, Tania Torres, Manager
PETITIONER: Lake Harris Investments, LLC, Tania Torres, Manager
PROJECT: Anglers on Harris Residential Subdivision
REQUEST: Small Scale Comprehensive Plan Amendment from Lake County Urban Medium Density to City of Leesburg Low Density
CASE NO.: SSCP 22-437

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of this request for the following reason(s):

1. This project meets the requirements of Chapter 163.3187(1)(c) Florida Statutes, for Small Scale Comprehensive Plan Amendments.
2. The proposed Future Land Use Designation of Low Density Residential is compatible with the current surrounding Future Land Use categories of City of Leesburg General Commercial and Lake County Urban Medium Density.
3. The proposed Future Land Use Designation of Low Density Residential is compatible with the proposed zoning City of Leesburg SPUD (Small Planned Unit Development) and does not appear to create a detriment to the adjacent Lake County Future Land Use Category of Urban Medium Density.
4. The proposed Future Land Use Designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to approve staff's recommendation to change the future land use of the subject property from Lake County Urban Medium Density to City of Leesburg Low Density and forward to the City Commission for consideration.

**CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY**

DATE: October 20, 2022
OWNER: Lake Harris Investments, LLC, Tania Torres, Manager
PETITIONER: Lake Harris Investments, LLC, Tania Torres, Manager
PROJECT: Anglers on Harris Residential Subdivision
REQUEST: Small Scale Comprehensive Plan Amendment to Low Density Residential; Zoning to SPUD (Small Planned Unit Development)
CASE NO.: SSCP 22-437; SPUD-22-438

GENERAL LOCATION: The property is generally located south of U.S. Highway 441 and east of Anglers Avenue.

FUTURE LAND USE DESIGNATION: Lake County Urban Medium Density

SURROUNDING FUTURE LAND USE DESIGNATION:

North – City of Leesburg General Commercial
South – Lake Harris
East – Lake County Urban Medium Density
West – Lake County Urban Medium Density

PROPOSED FUTURE LAND USE DESIGNATION: Low Density Residential

EXISTING ZONING DESIGNATION: Lake County CP (Planned Commercial)

SURROUNDING ZONING DESIGNATIONS:

North – City of Leesburg C-3 (Highway Commercial)
South – Lake Harris
East – Lake County R-1 (Rural Residential); Lake County RMRP (Mobile Home Rental Park)
West – Lake County RMRP (Mobile Home Rental Park); Lake County CP (Planned Commercial District)

PROPOSED ZONING DESIGNATION: SPUD (Small Planned Unit Development)

EXISTING LAND USE: Vacant commercial

SURROUNDING LAND USE:

North – Commercial, stores, restaurant
South – Lake Harris
East – Residential
West – Residential

PROPOSED LAND USE: 48 Residential Units

**CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY**

DATE: October 20, 2022
OWNER: Lake Harris Investments, LLC, Tania Torres, Manager
PETITIONER: Lake Harris Investments, LLC, Tania Torres, Manager
PROJECT: Anglers on Harris Residential Subdivision
REQUEST: Small Scale Comprehensive Plan Amendment to Low Density Residential; Zoning to SPUD (Small Planned Unit Development)
CASE NO.: SSCP 22-437; SPUD-22-438

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 10/14/22

FIRE

No comments from Leesburg Fire Department. Amanda Stevenson 10/10/22

ELECTRIC

Leesburg Electric has no objections. This project will require a line extension of underground. Steve Davis 9/30/22

GAS

Natural gas is available and directed per city ordinance. Thank you, Brandon Smith 9/30/22

GIS

GIS has no comments. Tammy Magamoll 10/3/22

BUILDING

No comments received as of 10/14/22

PUBLIC WORKS

Public Works has no issues with this item. However, the developer needs to be advised that there are significant utilities conflicts with this property and a meeting with Public Works Utilities Division would be very beneficial for them to understand what challenges they face. Cliff Kelsey 10/3/22

ADDRESSING

No comments received as of 10/14/22

ECONOMIC DEVELOPMENT

No comments received as of 10/14/22

LAKE COUNTY PUBLIC WORKS

No comments received as of 10/14/22

LAKE COUNTY SCHOOLS

The Anglers on Harris residential subdivision is subject to school concurrency review. Proportionate share mitigation may be required at time of submittal. Thanks, Helen LaValley 10/10/22

PUBLIC RESPONSES

Approval

No comments received as of 10/14/22

Disapproval

47 disapprovals with numerous comments.

No comment

No comments received as of 10/14/22

Notice of Appearance filed: 13

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

Deirdre Griffin – Annexation is not consistent with the comp plan. The streets, easement, ingress and egress are not adequate to support the anticipated development. The rezoning intensity will overload the streets outside the planned area. Proposed stormwater is located in emergent wetlands and within wetland buffer zones. The proposed development will alter the character of the surrounding area which substantially limits, impairs and prevents the surrounding properties from functioning as single story, single family home owners. The development imposes special damages and has a serpentine spot zoning manner. The proposed development is inconsistent with the 55+ enclave community between R-1 residents along Lakeshore. The proposed development will have an impact on already crowded schools.

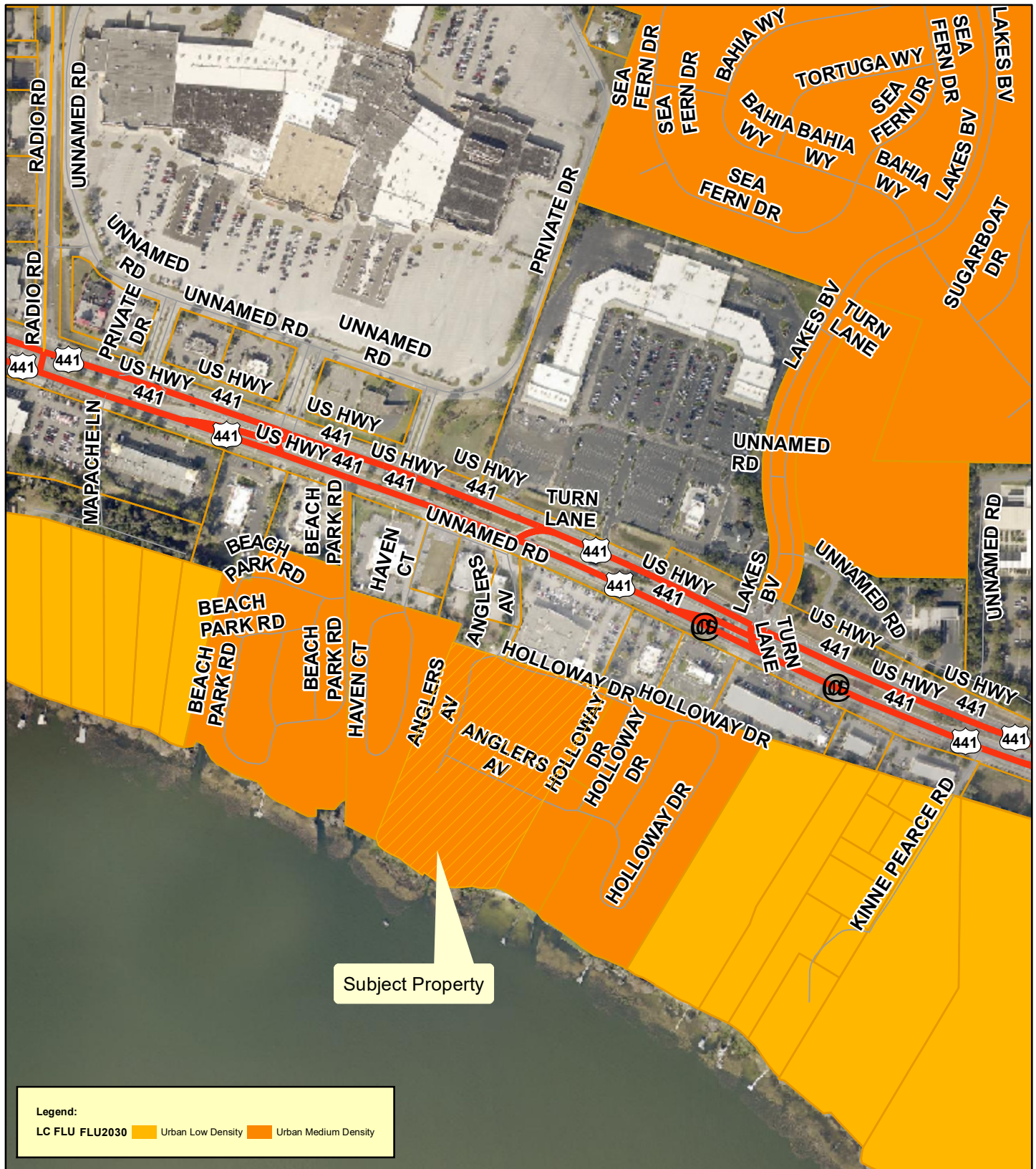
Amanda M. Yurk – No annexation.

Daniel D. Howard – Previously the parcel had 13 single story residential home sites and a bait shop. Parcel is not suited for high density, multi-story apartments. Spot zoning for the high-density PUD does not

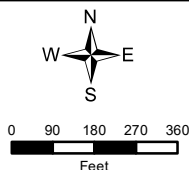
conform to, or is consistent with the city or county existing land use, or either of the comprehensive plans on file. Spot zoning is inconsistent with the city of Leesburg's current annexations, surrounding city annexations are commercial with retail, not high-density PUD apartments. (The last annexation by the city of Leesburg in this area, (along the commercial corridor) was in 2002, 20 years ago). Proposed annexation is going to cause an abundant amount of special damages. Annexation is being requested to circumvent all county codes and setbacks. Proposed annexation parcel currently has city water and sewer. Annexation is only being requested to install multi story, multi-unit, high density rental apartments. Annexation is not taking into account any of the current ingress and egress issues or overloading outside of future PUD annexation area. (current 18'6" wide easement driveway) Parcel owner currently has special relations and properties listed with the city of Leesburg's website for low income housing apartments (section 8). (Biased favoritism for PUD annexation.

Lawrence Zehr – Spot Zoning. No Annexation.

Lake County Future Land Use

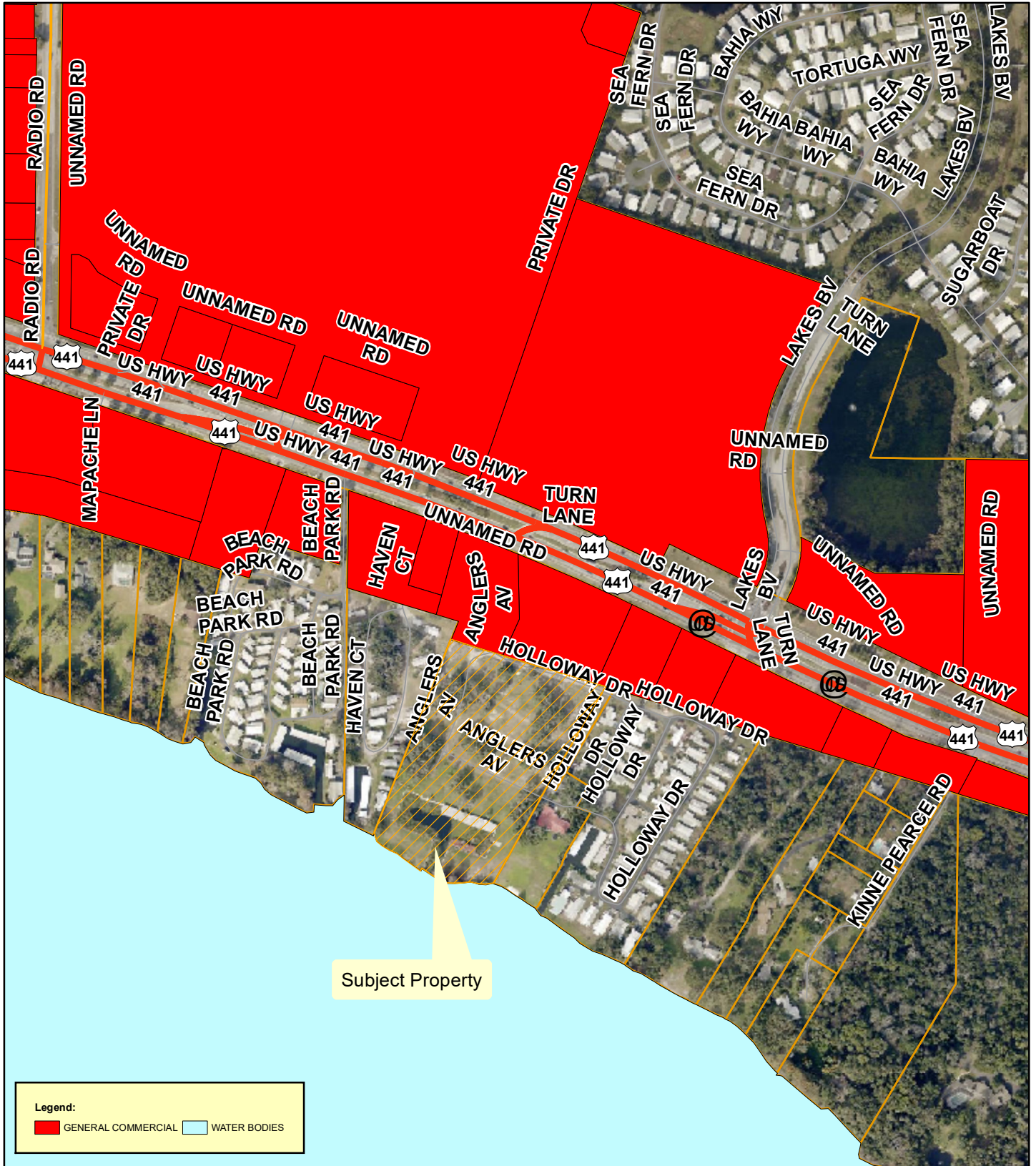


**Planning
& Zoning
Division**

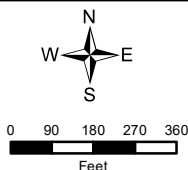


Anglers on Harris ANN-22-436, SSCP-22-437, PUD-22-438
 32311 Anglers Avenue
 AK#: 1703735
 Section 23, Township 19 South, Range 25 East
 September 22, 2022

Future Land Use



**Planning
& Zoning
Division**

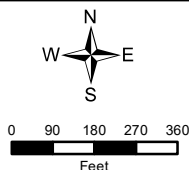


Anglers on Harris ANN-22-436, SSCP-22-437, PUD-22-438
 32311 Anglers Avenue
 AK#: 1703735
 Section 23, Township 19 South, Range 25 East
 September 22, 2022

PROPOSED Future Land Use



**Planning
& Zoning
Division**

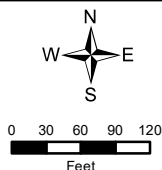


Anglers on Harris ANN-22-436, SSCP-22-437, PUD-22-438
 32311 Anglers Avenue
 AK#: 1703735
 Section 23, Township 19 South, Range 25 East
 September 22, 2022

Surrounding Existing Land Uses



**Planning
& Zoning
Division**

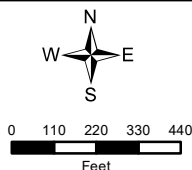


Anglers on Harris ANN-22-436, SSCP-22-437, PUD-22-438
32311 Anglers Avenue
AK#: 1703735
Section 23, Township 19 South, Range 25 East
September 22, 2022

Flood Zones



**Planning
& Zoning
Division**

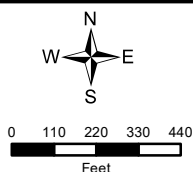


Anglers on Harris ANN-22-436, SSCP-22-437, PUD-22-438
 32311 Anglers Avenue
 AK#: 1703735
 Section 23, Township 19 South, Range 25 East
 September 22, 2022

Wetlands



Planning & Zoning Division



Anglers on Harris ANNX-22-436, SSCP-22-437, PUD-22-438
32311 Anglers Avenue
AK#: 1703735
Section 23, Township 19 South, Range 25 East
September 22, 2022

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.7.

Meeting Date: February 27, 2023

From: Dan Miller, (Planning and Zoning Director)

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

Staff Recommendation:

Planning and Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from Lake County CP (Planned Commercial) to City of Leesburg SPUD (Small Planned Unit Development) to allow for the development of a single family residential subdivision.

Analysis:

The project site is approximately 6.93 +/- acres, and is generally located south of U.S. Highway 441 and east of Angler's Avenue, as shown on the attached maps. At this time, the property is vacant and undeveloped. The existing land uses surrounding the property are residential.

The Planning Commission held a public hearing on the application on October 22, 2022, and by a vote of 6-1 recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the proposed rezoning to SPUD (Small Planned Unit Development); or
2. Such other action as the Commission may deem appropriate.

Fiscal Impact:

Future development of this site will create a positive fiscal impact on the City of Leesburg, in the form of impact and utility fees, plus ad valorem taxes.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA CHANGING THE ZONING ON APPROXIMATELY 6.93 ACRES FROM LAKE COUNTY CP (PLANNED COMMERCIAL) TO CITY OF LEESBURG SPUD (SMALL PLANNED UNIT DEVELOPMENT) TO ALLOW FOR RESIDENTIAL DEVELOPMENT ON A PROPERTY GENERALLY LOCATED SOUTH OF U.S. HIGHWAY 441 AND EAST OF ANGLERS AVENUE, AS LEGALLY DESCRIBED IN SECTION 23, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (ANGLERS SPUD)

BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA, that:

Section 1.

Based upon the petition of Tania Torres, Lake Harris Investments, LLC, 1080 Bichara Boulevard, #223, Lady Lake, Florida, 32159 (Ryan Solstice, LPG Urban and Retional Planners, Inc., 1162 Camp Avenue, Mt. Dora, Florida 32157 petitioner) the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, said property being located in Lake County, Florida, is hereby rezoned from Lake County A (Agriculture) to City of Leesburg SPUD (Small Planned Unit Development), to-wit:

(Legal Description)
(See Exhibit A)

Section 2.

All ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed;

Section 3.

This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on this 27th day of February 2023.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

ANGLERS ON LAKE HARRIS
Lake Harris Acquisition Group, LLC
SPUD (Small Planned Unit Development Conditions)
October 20, 2022

These Planned Unit Development Conditions for an SPUD (Small Planned Unit Development) zoning district are granted by the City of Leesburg Planning Commission, Lake County, Florida to **Lake Harris Acquisition Group, LLC, P.O. Box 690997, Vero Beach, Florida, 32969** as “Permittee” (Greg Beliveau, AICP, LPG Urban and Regional Planners, Inc., 1162 Camp Avenue, Mt. Dora, Florida, 32757 - Agent) for the purposes described herein, and subject to the terms and conditions as set forth in this document, pursuant to authority contained in Chapter 25 “Zoning”, Section 25-278 “Planned Unit Development” of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND

The "Permittee" is requesting a Small Planned Unit Development (SPUD) zoning district to allow future construction of a proposed residential development consisting of approximately 6.93 acres containing a maximum of 47 single family attached residential units on a site generally located south of U.S. Highway 441 and east of Angler's Avenue, on a site within the City of Leesburg in accordance with their SPUD application and supplemental information. It is the intent of the applicant to allow for fee simple ownership of each unit, which are planned to be developed in the condominium form of ownership.

PURPOSE

The purpose of this document is to provide appropriate zoning standards for a high-quality built environment through the application of flexible and diversified land development requirements, which shall be implemented in conjunction with a master site development plan and the City of Leesburg Code of Ordinances, therefore allowing for more efficient and optimal use of the subject property, and to increase the overall economic opportunity and employment base of Leesburg, Florida.

CONDITIONS

The following conditions shall apply to the development proposed herein. If any instance where the conditions of this document may conflict with the City of Leesburg Code of Ordinances, this document shall prevail as the determining requirement.

1. **PERMISSION** is hereby granted to **Lake Harris Acquisition Group, LLC, P.O. Box 690997, Vero Beach, Florida, 32969** as “Permittee” (Greg Beliveau, AICP, LPG Urban and Regional Planners, Inc., 1162 Camp Avenue, Mt. Dora, Florida, 32757 - Agent) to construct, operate, and maintain a Small Planned Unit Development in and on real property in the City of Leesburg, in accordance with the requirements set forth herein. The property is more particularly described below.

2. LEGAL DESCRIPTION

See attached **Exhibit B, Legal Description.**

3. LAND USE

The above-described property, containing approximately 6.93 acres, shall be used for single-family residential development, pursuant to City of Leesburg development codes and standards.

A. Permitted Uses

1. Detached single family residential units
2. Attached single family residential units
3. Accessory structures for residential uses
4. Sales office in a single-family unit
5. Accessory retail within a recreation center or clubhouse, intended for the primary use of residents, such as a snack bar
6. Temporary modular sales center office (during construction and sales of new units) not to exceed one year, and construction office not to exceed two years from the approval of the final plat of the final phase for the subdivision. Model homes may be used as sales centers during the duration of the project.

B. Prohibited Uses

1. Multi-family units (Apartments)
2. Commercial uses (as a primary use)
3. All other uses not specifically permitted within these conditions under Permitted Uses above shall be prohibited.

4. DEVELOPMENT STANDARDS

A. The development shall utilize the following development standards, in conjunction with Exhibit C, Conceptual Site Plan as attached hereto. If any case arises where a conflict exists between the conceptual site plan and these conditions, these conditions shall prevail.

B. The project shall contain a maximum of twenty (20) attached single family units, and a maximum of twenty-six (27) detached single-family residential units at a gross density not to exceed 6.8 units per acre on the approximately 6.93-acre site.

C. The minimum lot development standards shall be:

1. For detached single family lots:
 - a. A maximum of 27 lots shall contain detached single-family units, as shown on Exhibit C, Conceptual Site Plan.
 - b. Minimum house size: 1,200 square feet under roof.
 - c. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
 - d. Minimum house width 20 feet
 - e. Minimum house depth 40 feet
 - f. Minimum building setbacks:

All structures shall be a minimum of twenty (20) feet from the nearest property line on the eastern and western boundaries, and a minimum of forty-five (45) feet from the northern property line. Development along the southern property boundary shall adhere to all St. Johns River Water Management District and other legally required jurisdictional agency regulations.

2. For attached single family lots:

- a. A maximum of twenty (20) lots shall contain attached single-family units, as shown on Exhibit C, Conceptual Site Plan.
- b. Minimum house size: 1,200 square feet under roof.
- c. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
- d. Minimum house width 24 feet
- e. Minimum house depth 48 feet
- f. Minimum building setbacks:

All structures shall be a minimum of twenty (20) feet from the nearest property line on the eastern and western boundaries, and a minimum of forty-five (45) feet from the northern property line. Development along the southern property boundary shall adhere to all St. Johns River Water Management District and other legally required jurisdictional agency regulations.

3. For all structures:

- a. Each residential structure shall have a minimum two (2) car garage
- b. All residential units shall have gutters constructed on the primary structure to direct stormwater away from the foundation and into the appropriate water retention areas.
- c. Minimum distance between structures shall be ten (10) feet; as measured from building wall to building wall.
- d. Roof overhang shall not exceed thirty-six (36) inches.
- e. Maximum building height: ~~three (3)~~ two (2) stories.
- f. Accessory structures shall not be permitted in association with the residential units.
- g. As part of the site plan approval process, city staff shall review final site design standards in accordance with the approved PUD (Planned Unit Development) zoning conditions set forth herein.

5. **DESIGN/ARCHITECTURAL STANDARDS**

- A. All buildings shall utilize at least five (5) of the following design features to provide visual relief along all elevations of the single-family units. Designs may vary throughout the development.
 - 1. Dormers
 - 2. Gables
 - 3. Recessed or raised entries
 - 4. Covered porch entries

5. Cupolas
 6. Pillars or decorative posts
 7. Bay window (minimum 12-inch projections)
 8. Eaves (minimum 6-inch projections)
 9. Front windows with arched glass tops and minimum 4-inch trim.
 10. Garage vehicle doors shall incorporate the following elements: raised decorative panels, decorative glass panels or panes, decorative hinges, etc.
 11. Front doors shall incorporate the following decorative elements: raised decorative panels, decorative glass panels or panes, decorative handles, etc.
 12. Stone accents
 13. Shutters
 14. Board and batten siding
 15. Hardy board siding
 16. Raised banding
 17. Craftsman style garage doors
- B. Exterior building materials contribute significantly to the visual impact of a building on the community. These materials shall be well designed and integrated into a comprehensive design style for the project. The total exterior wall area of each building elevation shall be composed of one of the following:
1. At least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.
 2. At least thirty percent (30%) full-width brick or stone, with the balance being stucco and/or a “cementitious” lap siding. (A “cementitious” lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option.).
 3. All textured stucco shall be permitted subject to the provision of at least five (5) unique design features such as recessed garages, tile or metal roofs, arched windows, porches, etc. in the elevations of the buildings or the buildings are all brick stucco.
 4. For all designs, architectural facades and features shall be submitted and reviewed by the Planning and Zoning Director or designee for compliance prior at time of site plan review.
- C. Other similar design variations meeting the intent of this section may be approved by the Planning and Zoning Manager or designee.
- D. The architectural styles and facades shown in **Exhibit D, Building Elevations** herein are considered conceptual.
- E. The Permittee shall utilize “Dark Sky” lighting principles when selecting lighting fixtures for all street lighting. Such lighting shall achieve the overall effect of containing and shielding excessive light pollution from adjacent properties. Appropriate designs are shown on as Exhibit E, attached hereto.

6. OPEN SPACE, LANDSCAPING & BUFFER REQUIREMENTS

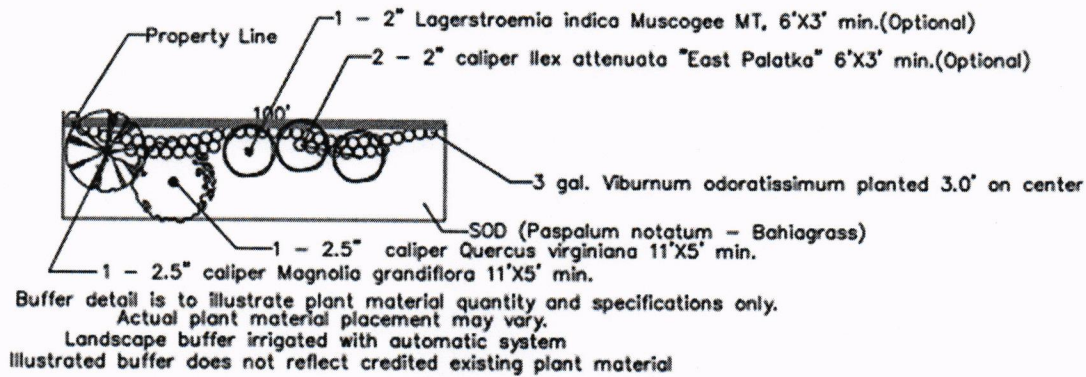
- A. A minimum of 35% open space shall be provided throughout the development. Open space may consist of buffers, wetlands retention and recreation areas.
- B. A minimum fifteen (15) foot buffer tract with plantings as shown in Figure A below, shall be provided along eastern and western boundaries as shown on "Exhibit C Conceptual Plan" attached hereto. This landscape buffer shall be separate from all other platted lots, shall not be part of individually purchased properties, and shall be a common area to be maintained by an entity such as a Property Owners or Homeowners Association.
- C. Each unit shall be landscaped in a manner to provide a minimum of one understory tree, located within in the nearest front yard area and one understory tree located in the landscape area between each unit. These trees shall be selected from the list of trees within the City of Leesburg Code of Ordinances, Section 25-328 Table 1, Canopy Trees, plus at least one other tree, located in the back yard. All other requirements for tree planting based on lot size under the Code of Ordinances shall remain in effect. Staff shall review a Landscape Plan for overall consistency with these requirements and adjust plantings as needed.
- D. A wall, made of concrete or similar solid material shall be provided along the eastern and western boundaries of the property. This wall shall be installed at a minimum height of six (6) feet. This wall shall be maintained by the Property Owners or Homeowners Association. A solid six-foot fence of PVC or other synthetic material, shall be allowed as an option to a solid wall.
- E. Land uses allowed within the upland buffers are limited to hiking trails, walkways, passive recreation activities and stormwater facilities as permitted by St. Johns River Water Management District.
- F. All landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances, Section 25-329, and at a minimum shall contain the following plantings as noted in Figures A and B below.

Figure A

Canopy Trees (per 100 l.f.)	2 per 100 linear ft
Tree CAL/Height	2" cal, 12' overall height
Optional Ornamental Trees (per 100 l.f.)	3 per 100 linear ft
Tree CAL/Height	2" cal, 7' overall height
Shrub Screen (per 100 l.f.)	
Square Ft. of Shrubs	(33) 3 gal plants, 18"—24" minimum at installation (depending on species); hedges to be 36"—42" high by thirty-six (36) inches wide hedge or continuous landscape

	screen with a ninety (90) percent opacity within one (1) year of planting
Container size	3 gal

Figure B



**100 Feet of
Typical 15' Landscape Buffer**

not to scale

G. Variations to the landscape and buffering requirements of the code may be approved by the Planning and Zoning Manager or designee, to the extent that the overall intent of the SPUD and the Landscaping Code are maintained, including consideration of existing fencing on adjacent properties and existing natural vegetative buffers.

H. The surveying of trees on the property shall be conducted as follows:

1. All existing specimen, heritage and historic trees shall be surveyed. Staff will review the tree survey and such trees shall be saved where possible during the site plan review process. This may include amending the site plan to save specimen, heritage and historic trees. Such trees are defined as having a greater than 30" diameter at 54" height.
2. Site areas that are to preserve existing trees do not need to be included in the survey unless the trees are to be used in preservation/replacement requirements.
3. The tree survey shall be completed by a licensed surveyor.

7. SITE ACCESS AND SIGNAGE

A. The main vehicular access to the project site shall consist of at least one primary access on the north property boundary, situated on the western side of the northern boundary, as prescribed by Lake County Public Works, and/or FDOT as applicable, and shown on the Master Development Plan - Exhibit C, as amended.

All access points are conceptual and subject to Lake County review, and shall include review of a secondary access point.

- B. Actual location and design of all roads shall be determined during the site plan review process and shall include consideration of, and connection to, sidewalks, recreation paths, etc. All other access shall be reviewed for necessity and requirements through Lake County and the City of Leesburg development and permitting processes. Any additional access points shall be subject to site plan application review process.
- C. In addition to the above primary access point, there shall be an easement of sufficient width, running along the north property line, from the main access point to the east, to allow for permanent, continued access for residents to the east.
- D. The main access point on Holloway Drive, shall be constructed to allow adequate access to the development per City of Leesburg standards, and shall maintain or create via recorded easement, permanent legal access for the adjacent property to the east. This entrance shall be reviewed and adjusted by staff as needed at the Site Plan and Construction Plan review processes.
 - 1. Offsite road improvements on existing roads adjacent to the property may be required based on finalized access locations. Such improvements may include, but are not limited to, left and right turn lanes, right-of-way dedication, and pavement rehabilitation. Any proposed offsite road improvements must be approved by Lake County Public Works.
 - 2. Prior to completion of the subdivision design plans, the developer shall work with the Lake County Department of Public Works to ensure all appropriate required roadway and access improvements for the development are made part of the plans submitted to the City of Leesburg.
 - 3. The Master Development Plan, and the access points proposed thereon, are considered conceptual until the appropriate engineering and site plan reviews, along with any required upgrades are completed for the project.
- E. All access points are subject to review and approval by the appropriate permitting agency, including FDOT, Lake-Sumter Metropolitan Planning Organization, Lake County and the City of Leesburg as applicable. The developer shall be responsible for on and offsite improvements required as a result of any access points. The developer shall be responsible for all on and offsite improvements required as a result of any access points.
- F. Each required access point shall provide a decorative entry feature to include a concrete, brick or stucco wall at least five (5) feet in height, on each side of the entryway. Other designs that meet the intent of this section may be reviewed and approved by staff. This may be used for signage per City of Leesburg Code of Ordinances, as amended.

- G. Alternative designs for the ground enclosure support and bases of a monument sign may be approved by the Planning and Zoning Director or designee, where the architectural style would be in keeping with the intent of these sign regulations.
- H. Roadway interconnectivity shall be provided as shown on the Conceptual Site Plan – Exhibit C, as needed, to allow for connection points between this development and future development of adjacent properties.

8. **TRANSPORTATION IMPROVEMENTS**

- A. Any transportation improvements or rights-of-way that may be required shall be based on projected needs and shall be contingent upon site plan approval by City staff during the development review and permitting process to include a possible second access point. The plan review process shall include consideration of required sidewalks, recreation paths etc.
- B. A traffic/transportation study shall be submitted for review and determination of any necessary access improvements, and including any off-site improvements legally required by Lake County, the Lake-Sumter MPO or the City of Leesburg. Said improvements will be the responsibility of the Permittee.
- C. The Permittee shall provide necessary traffic improvements within and adjacent to the development which are legally required by Lake County, the Lake-Sumter MPO and City of Leesburg.
- D. All roads within the development shall be designed and constructed to meet the City of Leesburg requirements.
- E. The Permittee shall be responsible for obtaining all necessary legally required Lake County permits and a copy of all permits shall be provided to the City of Leesburg.
- F. The City of Leesburg shall not be responsible for the construction of any roads or transportation improvements.
- G. All roads within the development shall be constructed to meet the City of Leesburg's standards, ARTICLE VII – TECHNICAL STANDARDS, as amended.
 - 1. Should the Permittee (or designee) desire to dedicate the proposed project's internal road system to the City of Leesburg; the Permittee shall demonstrate to the satisfaction of the City of Leesburg that the road system is in suitable condition and meets all City road design requirements.
 - 2. Should the Permittee (or designee) choose to retain the roadways, the Permittee shall establish an appropriate legal entity that shall accept responsibility to pay the cost and perform all services required to maintain the roads and transportation improvements to City of Leesburg codes and standards, as amended. A

Homeowners or Property Owners Association, or other such legal entity will be considered acceptable.

- H. Sidewalks shall be provided on one side of the entrance road(s) and internal roads, and shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways or other design shall be of sufficient width to contain a sidewalk fronting each housing unit. All sidewalks shall be constructed in accordance with City of Leesburg Codes.

9. UTILITIES

Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Water, wastewater and natural gas services will be provided by the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

- A. A detailed site plan that indicates all the provisions for electric, water, sewer, and/or natural gas in accordance with the City of Leesburg Land Development Codes.
- B. Developer shall bear all responsibility, financial and otherwise, for the construction and installation of all utility infrastructure and other improvements related to the use and development of the property, including such on or off-site improvements required by the City and all other appropriate government agencies. This may include, but not be limited to, water and wastewater lines, new or upgraded lift stations, plus natural gas and electric services. All such requirements shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.
- C. Developer shall be responsible for the installation of a natural gas water heater and natural gas furnace in eighty percent (80%) of all homes in the development as required by the City of Leesburg Code of Ordinances as amended.
- D. The City of Leesburg intends to service the property with water and wastewater services at this time. At the time of connection, all regulations in place at the time of the request shall be required, including but not limited to impact fees, connection and utility service deposit charges. The cost of supplying water and wastewater lines and other necessary infrastructure such as lift stations to the development shall be the responsibility of the applicant.

10. STORMWATER/DRAINAGE MANAGEMENT

All drainage shall be designed and constructed in a manner to meet all State of Florida and City of Leesburg codes, including the requirement that all stormwater runoff is contained within the boundaries of the properties, and does not create a detriment to surrounding properties. Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Prior to

any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

- A. A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.
- B. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.
- C. A responsible legal entity for the maintenance of the stormwater management system on the plat prior to the approval of the final plat of record. A homeowner's or property owners association is an acceptable maintenance entity.
- D. The existing 100-year flood plain on the property shall be shown on all plans and lots.
- E. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and /or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.
- F. A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District shall be provided to the City during the site plan review process.
- G. Should the Permittee desire to dedicate the proposed project's stormwater management system to the City of Leesburg; the City, at its discretion, may accept or not accept the stormwater management system.
 - 1. Prior to acceptance, the Permittee shall demonstrate to the City the stormwater management system is in a suitable condition and meets City of Leesburg and St. Johns River Water Management District requirements.
 - 2. As a condition of accepting the system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project.

11. WETLANDS, FLOOD ZONES & WILDLIFE

- A. All wetlands on the project site shall be identified by a jurisdictional wetland boundary line, and the location and extent of each wetland shall be determined by the Department of Environmental Protection, St. Johns River Water Management District and/or U.S. Army Corp of Engineers. Each wetland shall be placed on a suitable map, signed and sealed by a surveyor registered to practice in Florida and shall be submitted as part of the site plan application process.
- B. To the extent practicable, wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, the St. Johns River Water Management District or another legal entity such as a homeowner's association.

The conservation easement shall require that the wetlands be maintained in their natural and unaltered state. Wetlands shall not be included as a part of any platted lot, other than a lot platted as a common area, which shall be dedicated to the St. Johns River Water Management District or another legal entity such as a homeowner's association for ownership and maintenance.

- C. Buildings or structures shall be a minimum of 50 feet from any wetland jurisdiction boundary.
- D. Wetlands shall have an average upland buffer of 25 feet, with a minimum of 15 feet or the upland buffer established by St. Johns River Water Management District and/or U.S. Army Corp of Engineers; whichever is more restrictive. All upland buffers shall be naturally vegetated and upland buffers that are devoid of natural vegetation shall be re-planted with native vegetation or as required by St. Johns River Water Management District and/or U.S. Army Corp of Engineers.
- E. Land uses allowed within the upland buffers for wetlands are limited to stormwater facilities as permitted by St. Johns River Water Management District.
- F. If wetland alteration is permitted by St. Johns River Water Management District and/or U.S. Army Corp of Engineers, wetland mitigation shall be required in accordance with permit approvals from St. Johns River Water Management District or U.S. Army Corp of Engineers, whichever is more restrictive.
- G. A wildlife management plan for the project site shall be prepared based on the results of an environmental assessment of the site and any environmental permit required from applicable governmental agencies. The wildlife management plan shall be submitted to the City as part of the site plan application process.
- H. A map indicating the location of the 100-year flood plain.
- I. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and/or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.
- J. Through the Site Plan Review process, the developer shall coordinate with the City of Leesburg, Lake County and all impacted government agencies regarding elevation determinations, compensatory storage and overall design of the subdivision within and near flood hazard boundary areas, to ensure compliance with all regulations.

12. IRRIGATION & WATER USAGE

- A. All landscaped areas shall be irrigated and designed to meet Section 25-327, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.

- B. The use of St. Augustine grass, or other varieties of grass which require significant amounts of water are prohibited. The use of Bahia, Bermuda, Zoysia or other grasses which are more drought tolerant are permitted.

13. RECREATIONAL REQUIREMENTS

- A. Recreational development provided on the site may include active and passive uses, as well as enclosed or unenclosed recreational space, devoted to the joint use of the residents. Such recreational space shall be provided at a rate of 200 square feet per residential unit, and shall consist of not less than 9,200 square feet (0.21 acres).
- B. Recreational requirements shall include at least one primary active recreation area. Recreation areas may include such uses as a children's playground with equipment, dog park area or gazebo, swimming pool, clubhouse or other amenities as reviewed and approved by staff. The primary recreational facility shall be constructed in conjunction with, and completed no later than the receipt of Certificate of Occupancy of 50% of the approved maximum number of residential units.
- C. Credit for recreational space shall be given for areas dedicated to recreational space, to include items such as a clubhouse with recreation room, swimming pool, outdoor cooking facilities such as grills, youth playgrounds, play courts, dog parks or other similar uses which will meet the intent of this document. Other similar uses which will meet the intent of this document may be supplied by the developer.
- D. Active recreational activity space shall be calculated at a rate of 1.25 times for activities such as, but not limited to:
 - 1. Trails, playgrounds, basketball, tennis, handball courts, etc.
 - 2. Community swimming pool, including the deck area surrounding such pools.
 - 3. Indoor recreation rooms provided such rooms are permanently maintained for the use of residents for recreational purposes.
 - 4. Other active recreational activities may be used for credit, subject to approval by the City of Leesburg.

14. MAINTENANCE

- A. With the exception of any public utilities, maintenance of all site improvements, including but not limited to roadways, drives, internal sidewalks, landscaping and drainage shall be the responsibility of the property owner. A homeowner's association shall serve as an appropriate entity for all common properties within the development.

15. DEVELOPMENT PHASING & IMPLEMENTATION

- A. The proposed project may be constructed in phases in accordance with the Small Planned Unit Development Conditions and Conceptual Plan. Changes to the development conditions or conceptual plan, other than those conditions described in these SPUD Conditions of Approval, shall be revised in accordance with the

Small Planned Unit Development review process, City of Leesburg Code of Ordinances.

- B. Implementation of the project shall substantially commence one-hundred twenty (120) months after approval of this Planned Development. In the event, the conditions of the SPUD have not been substantially implemented during the required time period, the City of Leesburg shall have the option of scheduling the SPUD, with due notice to the owner and surrounding property owners, for reconsideration by the Planning Commission at their next available regular meeting. The Planning Commission will consider whether to extend the SPUD approval or rezone the property to another appropriate zoning classification.
- C. As part of the overall development process, if the project is constructed in phases, then plat of the lots for each approved phase shall contain only portions of the development approved under the Site Plan Review Process, i.e. each phase platted shall match each phase submitted for site plan review.

16. MISCELLANEOUS CONDITIONS

- A. The uses of the proposed project shall only be those uses identified in the approved Small Planned Unit Development Conditions. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.
- B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.
- C. Construction and operation of the proposed use(s) shall at all times comply with the Small Planned Unit Development conditions set forth herein, and with all City and other governmental agencies rules and regulations.
- D. The transfer of ownership or lease of any or all of the property described in these SPUD Conditions of Approval shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Small Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.
- E. These SPUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition as set forth herein.

- F. In the case of any conflict with the site plans attached hereto and this document, this document shall prevail as the determining requirement.

17. LEVELS OF SERVICE

A. Levels of Service

1. As submitted, the development resulting from the proposed zoning change may result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to water, wastewater, roads, drainage, and solid waste. No final development order (site plan and building permits) shall be granted for proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.

B. Utilities

1. Projected Capacities

- i. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.

- C. If the development requires construction of new distribution or collection lines, or other infrastructure needed to develop the subdivision, the developer will be required to construct such facilities to provide service. The developer will bear the cost of design, permitting and construction. Any such facilities must be constructed in a fashion consistent with the City's master plans and to the City standards and specifications.

D. Commitment of Capacity

1. There are no previous commitments of any existing or planned excess capacity for this property.

E. Ability to Provide Services

1. At this time, the City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.
2. Future development within the City of Leesburg utility service areas may impact the provision of utility services.

EXHIBIT B

LEGAL DESCRIPTION

Legal Description:

That Part of Government Lots 2 and 4 in Section 23, Township 19 South, Range 25 East, In Lake County, Florida, Bounded and Described as Follows: From the East Quarter Section Corner of Said Section 23, Run South 89°47'30" West Along the North Line of the South ½ of said Section 23 a distance of 3045.5 feet; Thence South 0°10' East 98.55 Feet; Then South 71°33' East 354.4 Feet; Thence South 0°10' East 9 Feet to a point on the Southernly line of the right of way of U.S. Highway No. 441 as the same formerly existed; Thence South 0°31' East 301.4 Feet to a point on the center line of the 120-foot-wide right of way of the Seaboard Coast Line Railroad; Then South 20°34' West 60.15 Feet to a point on the Southernly line of the right of way of said railroad, said point being the point of beginning of this description. From said point of beginning, run South 74°05' East along the Southerly line of the right of way of said railroad 520.53 feet; Thence south 29°20'02" West 354.85 feet; Thence North 59°52' West 28.1 Feet; Thence South 27°58' West 170.3 Feet; Thence South 59°52' East 28 Feet; Thence South 27°31'30" West 172 Feet, More or Less, the Waters of Lake Harris; Thence Northwesterly along and with the Waters of Lake Harris to a point on a line bearing South 20°34' West from the Point of Beginning; Thence North 20°34' East 641 feet, more or less to the point of beginning.

Less and Except the following described property:

That Part of Government Lot 2 in Section 23, Township 19 South, Range 25 East, in Lake county, Florida, Bounded and described as follows: from the East Quarter Section Corner of Said Section 23, Run South 89°47'30" West along the North Line of the South ½ of said Section 23 a distance of 3045.5 feet; Thence South 0°10' East 98.55 feet; Thence South 71°33' East 354.4 feet; Thence South 0°10' East 9 Feet to a point on the southerly line of the right of way of U.S. Highway No.441 as the same formerly existed; Thence South 0°31' East 301.4 feet to a point on the center line of the 120 foot-wide right of way of the Seaboard Coast Line Railroad; Thence South 20°34' West 60.15 feet to a point on the Southerly line of the right of way of said railroad; Thence South 74°05' East Along the southerly line of the right of way of said railroad 520.53 feet; Thence South 29°20'02" West 354.85 Feet; Thence North 59°52' West 28.1 Feet: Thence South 27°58' West 170.3 Feet to the point of beginning of this description; Thence South 59°52' East 28 Feet; Thence South 27°31'30" West 172 Feet, more or less, to the Waters of Lake Harris and a point hereby designated as point "A"; return to point of beginning; Thence run South 27°58' West 185 feet to the Waters of Lake Harris; Thence Southeasterly 30 feet, more or less, along and with the Waters of Lake Harris to the aforementioned point "A" and the end of this description.

Also less and Except the Following Described Property:

That part of government Lot 2 in Section 23, Township 19 South, Range 25 East, In Lake County, Florida, Bounded and Described as follows: From the East Quarter Section corner of said Section 23, Run South 89°47'30" West along the North line of the South ½ of Said Section 23 A Distance of 3045.5 feet; Thence South 0°10' East 98.55 feet; Thence South 71°33' East 354.4 Feet; Thence South 0°10' East 9 Feet to a point on the southerly line of the right of way of U.S. No. 441 as the same formerly existed; Thence South 0°31' East 301.4 feet to a point on the center line of the 120 foot wide right of way of the Seaboard Coast Line Railroad; Thence South 20°34' West 60.15 Feet to a point on the southerly line of the right of way of said railroad; Thence South 74°05' East along the southerly line of the right of way of said railroad 493.04 feet to a 5/8" Iron rod with a cap marked PLS 4559 and the point of beginning of this description; Thence continue South 74°05' East along said Railroad right of way a distance of 27.49 feet to the most easterly corner of the first parcel described in exhibit "A" as recorded in O.R. Book 2988,

Page 1125, Public Records of Lake County, Florida; Thence S29°20'02"W Along the east line of said "First Parcel" a distance of 354.85 feet; Thence N59°52'W along the east line of said "First Parcel" a distance of 28.1 feet;

Thence in a straight line run back to the point of beginning and the end of this description; The above parcel being more particularly described as follows:

That part of government Lot 2 in Section 23, Township 19 South, Range 25 East, In Lake County, Florida, Bounded and Described as Follows: Commence at the East Quarter Section Corner of Said Section 23, Said corner having a State Plane Coordinate (East Zone) of North 1632535.39 and East 408091.35 as per certified corner Record No. 72866 on file with the Florida Department of Environmental Protection, Run N88°59'28"W on a bearing related to Florida Grid East Zone Along the North Line of the South ½ of said Section 23 a distance of 3045.5 feet; Thence S01°03'02"W 98.55 Feet; Thence S70°19'58"E 356.76 feet; Thence S01°03'02"W 9 Feet to a point on the southerly line of the right of way of U.S. No. 441 as the same formerly existed; Thence S00°42'02"W 301.33 feet to a 5/8" iron rod marked #3715 being a point on the center line of the 120 foot wide right of way of the Seaboard Coast Line Railroad; Thence S21°38'22"W 60325 feet to a 1 inch iron pipe being a point on the southerly line of the right of way of said railroad; Thence S73°07'14"E along the southerly line of the right of way of said railroad 492.93 feet to a 5/8" iron rod with a cap marked PLS 4559, Said Iron Rod having a coordinate of North 1631860.97 and East 405826.09 and being the point of beginning of this description; Thence continue South 73°07'14" East along said railroad right of way a distance of 27.49 feet to a 5/8" iron rod marked LB7274 being the most easterly corner of the first parcel described in exhibit "A" as recorded in O.R. Book 2988, Page 1125, Public Records of Lake County, Florida; Thence S30°18'44"W along the east line of said "First Parcel" a distance of 354.77 feet to a ½" iron pipe; Thence N59°24'04"W along the east line of said "First Parcel" a distance of 27.93 feet to a ½" iron pipe; Thence N30°30'32"E a distance of 348.24 feet to the point of beginning and the end of this description; Reserving easement for ingress, egress and utilities over the North 30 feet thereof.

Together with a Perpetual Non-Exclusive Easement for Ingress and Egress over, across and upon the following described (4) parcels of land, lying being and situated in Lake County, Florida:

Parcel No.1:

A portion of those lands described in official Records Book 982, Page 1686. Public Record of Lake County, Florida, Lying in the South ½ of Section 23, Township 19 South, Range 25 East, Lake County, Florida, Being more particularly described as follows: commencing at the Northeast corner of the Southeast ¼ of Section 23, Township 19 South, Range 25 East, Run North 89°28'35" West along the North Line of Said Southeast ¼ a distance of 2541.08 feet; Thence South 01°24'06" East a distance of 304.38 feet to the southerly right of way line of U.S. Highway 441; Thence continue South 01°24'06" East a distance of 31.03 feet for point of beginning; Thence continue South 01°24'06" East a distance of 25.16 feet; Thence run North 73°57'42" West a distance of 75.35 feet; Thence run North 23°35'53" East a Distance of 59.44 feet to the aforesaid south right of way line being the point of curvature of a non-tangent curve concave Southerly having a radius of 7699.11 feet and a chord bearing of South 68°01'05" East: Thence run southeasterly along the arc of said curve through a central angle of 00°16'21" a distance of 36.6 feet; Thence departing aforesaid southerly right of way line and curve, run South 22°07'02" West too the Point of Curvature of a Curve concave easterly having a radius of 15 feet; Thence run Southeasterly along the arc of said curve through a central angle of 96°03'57" a distance of

25.15 feet to the point of tangency; Thence run South 73°57'42" East a distance of 9.21 feet to the point of beginning.

Parcel No. 2:

The Easterly 32 feet of the following described property:

That part of government Lots 2 and 3 in Section 23, Township 19 South, Range 25 East, Lake County, Florida, Bounded and Described as Follows: From the East Quarter Section corner of said Section 23, run South 89°47'30" West along the North Line of the South ½ of said Section 23, a Distance of 3045.5 feet; Thence South 0°10' East 98.55; Thence South 71°33' East 354.4 feet; Thence South 0°31' East to a point on the southerly line of the right

of way of U.S. Highway No. 441, said point being the point of beginning of this description. From said point of beginning, continue South 0°31' East to the Northerly line of the right of the Seaboard Coastline Railroad; Thence South 74°05' East along the northerly line of the right of way of said railroad 191.7 feet; Thence North 02°11' West to the Southerly line of the right of way of U.S. Highway No. 441; Thence Westerly along the Southerly line of said right of way to the point of beginning, less the North 56.19 feet thereof.

Parcel No. 3:

The Easterly 21 Feet of the following described parcel:

A portion of those lands described on official Records Book 870, Page 2272, Public Records of Lake County, Florida, Lying in the South ½ of Section 23, Township 19 South, Range 25 East, Lake County, Florida, and being more particularly described as follows: Commence at the Northeast corner of the Southeast ¼ of Section 23, Township 19 South, Range 25 East, Run North 89°28'35" West along the North Line of the said Southeast ¼ a distance of 2541.08 feet; Thence South 01°24'06" East a distance of 304.28 feet to the Southerly right of way line of U.S. Highway NO. 441; Thence continue South 02°24'06" East a distance of 199.46 feet to the Northerly right of way line of the abandoned Seaboard Coastline Railroad and the point of the beginning; Thence run South 24°03'26" West a distance of 121 feet to the Southerly right of way of said Seaboard Coastline Railroad; Thence Run North 73°19'04" West along said Southerly right of way of Seaboard Coastline Railroad a distance of 161.34 feet to the Westerly Boundary of those lands described in official Records Book 870, Page 2272, of the Public Records of Lake County, Florida; Thence Run North 21°20'54" East along said Westerly Boundary a distance of 60.2 feet; Thence continue along said Westerly boundary run North 00°10'05" East a distance of 62.58 feet to the aforesaid Northerly right of way line of Abandoned Seaboard Coastline Railroad; Thence Run South 73°19'04" East along said Northerly right of way line a distance of 189.76 feet to the point of beginning.

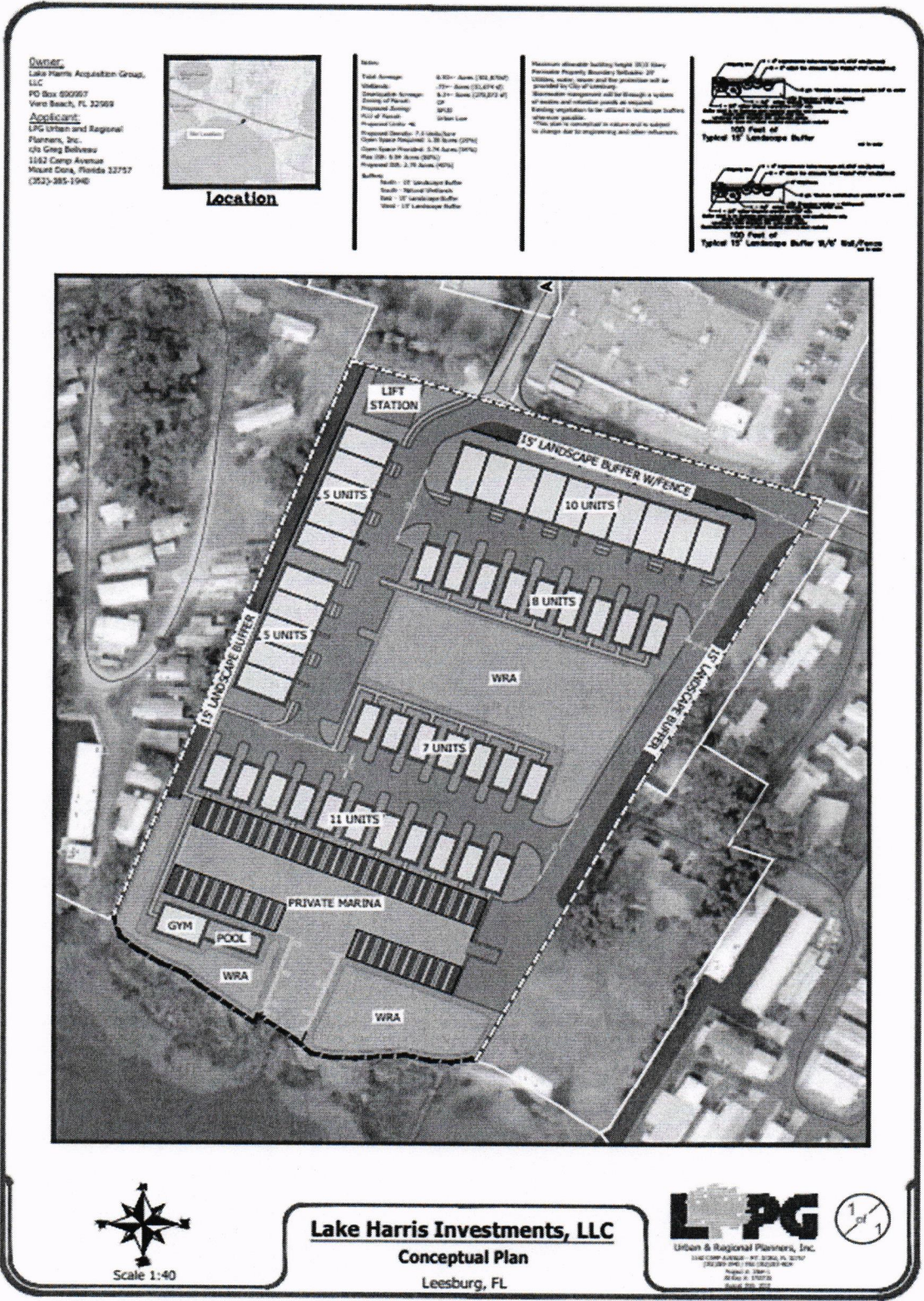
Parcel No. 4:

From a point of beginning on the Westerly line of the legal description of the easement set forth in parcel No. 3 immediately above, which point lies 15 feet North of the Southwest Corner of said legal description, Run Southwesterly at a 45° angle to a point on the line which is the Westerly extension of the Southernmost boundary of said legal description. Thence run easterly along the said extension of the Southernmost boundary of the said legal description to the Southwest corner of said legal description; Thence Run North on the Westerly Line of Said Legal Description to the Point of Beginning.

EXHIBIT C

(to be revised to meet PUD standards as needed)

CONCEPTUAL SITE PLAN

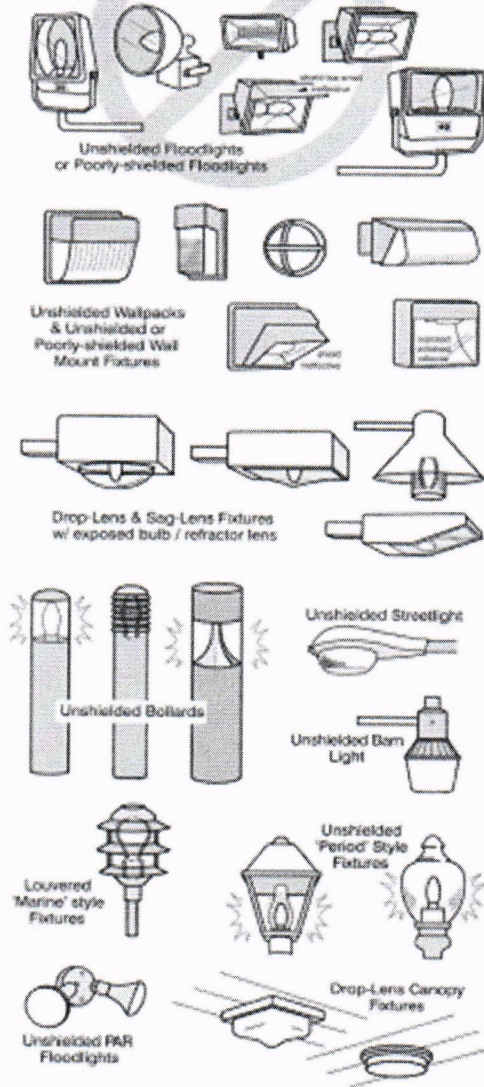


TYPICAL DARK SKY LIGHTING FIXTURES

Examples of Acceptable / Unacceptable Lighting Fixtures

Unacceptable / Discouraged

Fixtures that produce glare and light trespass

**Acceptable**

Fixtures that shield the light source to minimize glare and light trespass and to facilitate better vision at night



Illustrations by Bob Cohn © 2005. Rendered for the Town of Southampton, NY. Used with permission.



CITY OF LEESBURG PLANNING & ZONING DIVISION RECOMMENDATIONS

DATE: October 20, 2022
OWNER: Lake Harris Investments, LLC, Tania Torres, Manager
PETITIONER: Lake Harris Investments, LLC, Tania Torres, Manager
PROJECT: Anglers on Harris Residential Subdivision
REQUEST: Rezoning from Lake County CP (Planned Commercial District) to City of Leesburg SPUD (Small Planned Unit Development)
CASE NO.: SPUD-22-438

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of this request for the following reason(s):

1. The proposed request is compatible with the current surrounding zoning districts of City of Leesburg C-3 (Highway Commercial), Lake County R-1 (Rural Residential) and Lake County RMRP (Mobile Home Rental Park District). As conditioned, the proposed use does not appear to be detrimental to surrounding properties.
2. The proposed zoning district of SPUD (Small Planned Unit Development) as conditioned and shown in the attached "Exhibit A" is compatible with Lake County Urban Medium Density Future Land Use and the proposed City of Leesburg Future Land Use designation of Low Density Residential.
3. The rezoning of the subject property is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, and Objective 1.6.

Action Requested:

1. Vote to approve staff's recommendation to rezone the subject property from Lake County CP (Planned Commercial District) to City of Leesburg SPUD (Small Planned Unit Development) and forward the recommendation to the City Commission for consideration.

**CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY**

DATE: October 20, 2022
OWNER: Lake Harris Investments, LLC, Tania Torres, Manager
PETITIONER: Lake Harris Investments, LLC, Tania Torres, Manager
PROJECT: Anglers on Harris Residential Subdivision
REQUEST: Small Scale Comprehensive Plan Amendment to Low Density Residential; Zoning to SPUD (Small Planned Unit Development)
CASE NO.: SSCP 22-437; SPUD-22-438

GENERAL LOCATION: The property is generally located south of U.S. Highway 441 and east of Anglers Avenue.

FUTURE LAND USE DESIGNATION: Lake County Urban Medium Density

SURROUNDING FUTURE LAND USE DESIGNATION:

North – City of Leesburg General Commercial
South – Lake Harris
East – Lake County Urban Medium Density
West – Lake County Urban Medium Density

PROPOSED FUTURE LAND USE DESIGNATION: Low Density Residential

EXISTING ZONING DESIGNATION: Lake County CP (Planned Commercial)

SURROUNDING ZONING DESIGNATIONS:

North – City of Leesburg C-3 (Highway Commercial)
South – Lake Harris
East – Lake County R-1 (Rural Residential); Lake County RMRP (Mobile Home Rental Park)
West – Lake County RMRP (Mobile Home Rental Park); Lake County CP (Planned Commercial District)

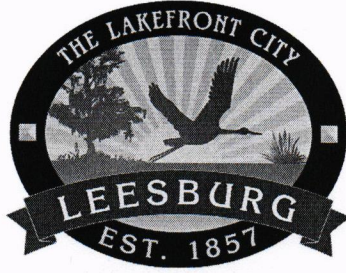
PROPOSED ZONING DESIGNATION: SPUD (Small Planned Unit Development)

EXISTING LAND USE: Vacant commercial

SURROUNDING LAND USE:

North – Commercial, stores, restaurant
South – Lake Harris
East – Residential
West – Residential

PROPOSED LAND USE: 48 Residential Units



DRAFT SUMMARY MINUTES OF A SPECIAL CALLED MEETING
OF THE PLANNING COMMISSION
CITY HALL

THURSDAY, OCTOBER 20TH, 2022 - 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, October 20th, 2022, at City Hall.

Chairman Ted Bowersox called the meeting to order at 4:28 p.m.

The following Commission members were present:

Ted Bowersox – Chairman
Tim Sennett – Vice-Chair
John O’Kelley
Frazier Marshall
Ze’Shieca Carter
Stewart Kaplan
Ken Simeone

The following Commission members were absent:

Nathaniel Sanders

City staff in attendance included Dan Miller, Planning & Zoning Manager, Sabrina Mitchell, Administrative Assistant II, Kandi Harper, Senior Planner, Christine Rock, Senior Planner, Max Van Allen, Planner, Melissa Medders, Planner and City Attorney Grant Watson was also present.

The meeting opened with an invocation given by Chairman Bowersox, followed by the Pledge of Allegiance to the Flag.

Dan Miller informed the audience of the rules of participation and the need to sign the speaker’s registry. He also informed Commissioners and the audience that the City Commission meeting dates are tentatively scheduled.

**DRAFT SUMMARY MINUTES OF THE PLANNING COMMISSION MEETING
FOR THURSDAY, SEPTEMBER 8TH, 2022.**

Vice-Chairman Sennett moved to APPROVE the draft minutes from the SEPTEMBER 8TH, 2022 meeting. Commissioner Carter SECONDED the motion, which PASSED by a vote of 6-0.

Chairman Bowersox stated to Dan Miller to announce the new members of the Planning & Zoning Staff; Dan Miller stated we added Max Van Allen, Planner and Melissa Medders they have been a great addition to our Staff and our learning.

Sabrina Mitchell swore in staff as well as anyone in the audience wishing to speak.

Chairman Bowersox called for the first case under new business be brought forward.

NEW BUSINESS

Chairman Bowersox called for the fourth case under new business be brought forward.

4) PUBLIC HEARING CASE # SSCP-22-437 – ANGLERS ON HARRIS – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE DESIGNATION OF CERTAIN PROPERTY CONTAINING 6.93 +/- ACRES FROM LAKE COUNTY URBAN MEDIUM DENSITY TO CITY OF LEESBURG LOW DENSITY RESIDENTIAL FOR A PROPERTY GENERALLY LOCATED SOUTH OF U.S. HIGHWAY 441 AND EAST OF ANGLERS AVENUE AS LEGALLY DESCRIBED IN SECTION 23, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, NOVEMBER 14, 2022 AND SECOND READING ON MONDAY, JANUARY 23, 2023)** (Anglers on Harris)

Chairman Bowersox stated to for the record to discuss the next two cases together.

Dan Miller introduced case number #SSCP-22-338 – Anglers on Harris – Small Scale Comprehensive Plan Amendment and case number #PUD-22-438 Planned Unit Development into the record and entered the exhibits into the record with maps and photo exhibits including aerial, zoning, future and surrounding land use, wetlands/flood zone maps, CRA maps, staff summary, departmental review summary, and staff recommendations.

Mr. Miller gave a background and explanation of the subject property, location, zoning, and requests, went over aerial map, PUD (Planned Unit Development), and site plan.

Kandi Harper utilized a power point presentation to demonstrate the area of the proposed site for the case.

Department Review Summary: This case was sent out to all the different City departments for review, no substantive comments from the Departments with exception of Public Works noted project will require relocation of wastewater lines and construction of a lift station. Lake County School Board noted that the project is subject to school concurrency review and would generate sixteen students. Under the current allowance in Lake County it would be fifteen students. Public responses - Per City of Leesburg notice requirements, the project was sent out to the surrounding property owners, of which there were twelve. Staff did receive a significant amount of responses; forty-seven written responses from the surrounding property owner letters, newspaper advertisement and sign postings, thirteen wanting to speak; concerns for this project read into the record.

Mr. Miller read the Staff Recommendations into the record for both cases; Staff recommended approval.

Michael Rankin with LPG represent the client Anglers on Lake Harris, Lake Harris Acquisition Group; name change to Venetia of Lake Harris gave a presentation and stated development and Planning & Zoning in any City could be easy or challenging; City dial in on redevelopment internal pieces, community come full circle, excited about the project, so many dynamics and challenges of proposed property; didn't work, project makes a lot of since, permitted uses under County; read into the record, focus on residential development, seeking the application, reviewed conditions, no issues with any of the Staff Recommendations, 400K development; townhomes 400K; entry level, monthly fees; \$300 to \$400 a month, challenges a different clientele; look at Leesburg area, second home; winter months, plated as condominium, maintained by condo association, less vehicles miles, reducing congestion, went over map, consistency in density; didn't want to have too much density, 6.4 units per acre, good estimates, 400K townhomes, bungalows 500K to 600K, went over façade samples, architectural standards, road easement; minimum commitment, traffic, utilities, working with the County and Public Works, each unit; 14 additional slips, beach; cleanup, amenities; important, steer away for other use; ask for consideration.

Cara Singletary, Attorney stated she is representing one of the adjoining property owners and her analysis is on the legal implication to proposed annexation enclave of County property; to west, annexation and rezoning not consistent; along 441, review of City Zoning District Code; Article 4 Section 25-278, read into the record, County property; R6 or R1 planned commercial; didn't locate, FLU; under County, neighboring properties; 55 and up, mobile home community, client reside immediate east of property; R1; home on concept plan; by boat ramp, inconsistent with current zoning in place, completed in reasonable time; construction of lift station and wastewater recirculated; impact, one access easement; 18' currently paved, 48 units; 100 to 200 residents in that area, blow back; on Hwy 441, private easement, not maintained by the City or County, issue prevention of the use; alter character of neighborhood, currently several natural features on the property, Lakefront nature of the property; not suitable, proposed changes, buffers; modified account for gym, beach,

not consistent, application; SPUD, PUD; 18 units per acre, under City Zoning District Code; not clear, which project being approved; referenced SPUD, or PUD, zoned under County; 7 units per acre, scaled down; under current County permissions.

Grant Watson, City Attorney stated for the record

Citizens comments were based on

Michael Rankin addressed citizen concern and stated

Chairman Bowersox stated if the Commission have any questions of the applicant or any comments from the Public.

Commissioners, and Mr. Miller discussed

Chairman Bowersox entertained a motion, and then the voting took place.

Commissioner made a MOTION for APPROVAL of case # SSCP-22-338 – ANGLERS ON HARRIS – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT Commissioner SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of -0.

Chairman Bowersox called for the fifth case under new business be brought forward.

5) **PUBLIC HEARING CASE # SPUD-22-438 – ANGLERS ON HARRIS – PLANNED UNIT DEVELOPMENT ZONING**

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 6.93 +/- ACRES FROM LAKE COUNTY CP (PLANNED COMMERCIAL DISTRICT) TO CITY OF LEESBURG SPUD (SMALL PLANNED UNIT DEVELOPMENT) TO ALLOW FOR RESIDENTIAL DEVELOPMENT FOR A PROPERTY GENERALLY LOCATED SOUTH OF U.S. HIGHWAY 441 AND EAST OF ANGLERS AVENUE AS LEGALLY DESCRIBED IN SECTION 23, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, NOVEMBER 14, 2022 AND SECOND READING ON MONDAY, JANUARY 23, 2023)** (Anglers on Harris)

Chairman Bowersox entertained a motion, and then the voting took place.

Commissioner made a MOTION for APPROVAL of case # SPUD-22-438 – ANGLERS ON HARRIS – PLANNED UNIT DEVELOPMENT ZONING

with Commissioner SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of -0.

Chairman Bowersox entertained a motion, and then the voting took place.

Commissioner made a MOTION for APPROVAL of case # PUD-22-438 – ANGLERS ON HARRIS – PLANNED UNIT DEVELOPMENT ZONING with Commissioner SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of -0 .

DISCUSSION

ANNOUNCEMENTS

ADJOURNMENT

Meeting was adjourned at 6:34 p.m.

Ted W. Bowersox, Chairman

Sabrina Mitchell, Administrative Assistant II

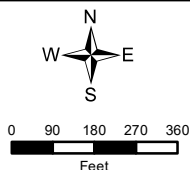
Aerial



Subject Property

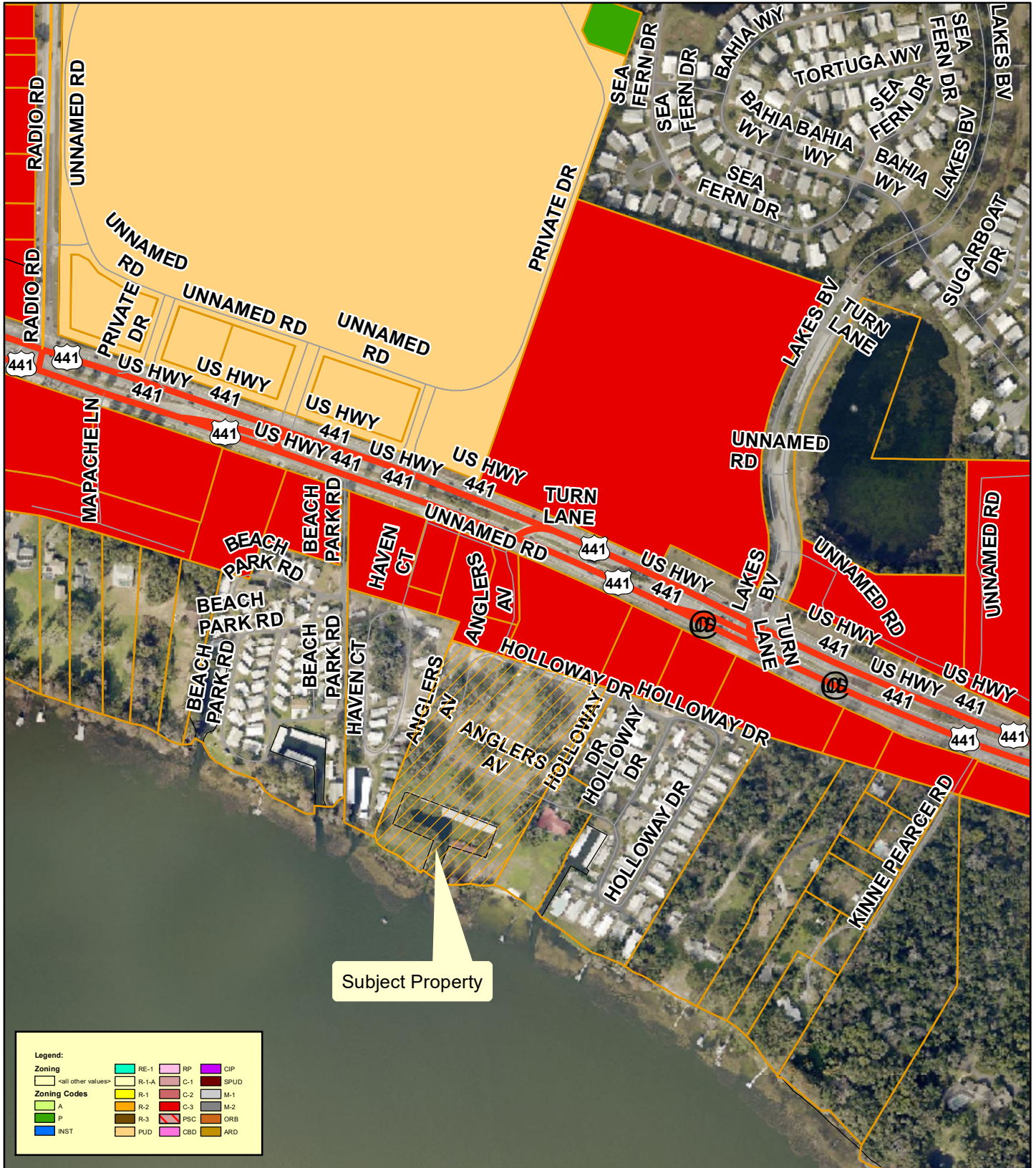


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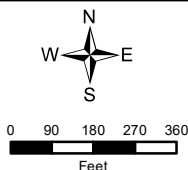


Anglers on Harris ANNX-22-436, SSCP-22-437, PUD-22-438
 32311 Anglers Avenue
 AK#: 1703735
 Section 23, Township 19 South, Range 25 East
 September 22, 2022

Zoning



**Planning
& Zoning
Division**

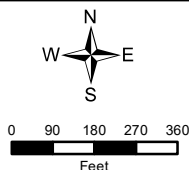


Anglers on Harris ANN-22-436, SSCP-22-437, PUD-22-438
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 September 22, 2022

PROPOSED Zoning



**Planning
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Division**

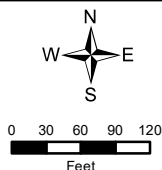


Anglers on Harris ANN-22-436, SSCP-22-437, PUD-22-438
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Surrounding Existing Land Uses



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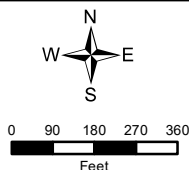


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Community Redevelopment Area



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ANGELERS COVE



Looking south into the property



Looking west on Haven Ct



Looking north on Haven Ct



Looking east on Haven Ct



Looking south toward the property on Haven Ct from US Highway 441