

**AGENDA  
CITY COMMISSION MEETING  
CITY HALL, 501 W MEADOW STREET  
MONDAY, DECEMBER 18, 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. State of the City Address - Lakefront TV Production**

**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. None**

**B. PURCHASING ITEMS:**

**1. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Construction Services**

**Agreement to furnish and install four (4) lift station generators; and providing an effective date.**

- 2. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Amendment 1 to Professional Design Services Agreement with Halff Associates, Inc.; and providing an effective date.**
- 3. Purchase request by the Recreation Department for the Splash Pad flooring replacement.**

**C. RESOLUTIONS:**

- 1. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Directive Confirmation and Addendum to the Gas Services Agreement between Florida Gas Utility and the City of Leesburg, Florida, dated October 1, 2000, for the purpose of purchasing a Firm Gas Supply from Black Belt Energy at discount pricing; and providing an effective date.**
- 2. Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from The Plantation at Leesburg Homeowners Association, Inc., for the purpose of granting the City an Easement over the property described therein; and providing an effective date.**

**6. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:**

**A. SECOND READING OF ORDINANCES**

- 1. None**

**B. FIRST READING OF ORDINANCES**

- 1. An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 316 +/- acres; and being generally located south of State Road 44 and west of Whitney Road, lying in Sections 19 and 30, 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. (Village Palms ANNX)**

- 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 316 +/- acres from Lake County Rural and Regional Office to City of Leesburg Neighborhood Mixed Use, for a property generally located south of State Road 44 and west of Whitney Road, lying in Sections 19 and 30, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Village Palms LSCP)**
- 3. An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 316 +/- acres from Lake County A (Agriculture) and MP (Planned Industrial) to City of Leesburg PUD (Planned Unit Development) to allow mixed-use development, including single-family, duplex, multi-family, and townhouse residential units, commercial, medical/professional office, and a hotel, for a property generally located south of State Road 44 and west of Whitney Road, lying in Sections 19 and 30, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Village Palms PUD)**
- 4. An Ordinance of the City of Leesburg, Florida amending the City Code of Ordinances by modifying Chapter 7, Article II - "Building Standards" and Chapter 10, Article II - "Fire Protection and Prevention" to conform with revised Florida Building Code - Eighth Edition (2023); providing for severability; providing for conflicts; and providing an effective date.**

**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:**

- A. School Zone Camera Update**

**B. Pine Street Utilities Recommendation**

**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.**

# City of Leesburg Lake Front City

## Agenda Memorandum

**Item No:** 3.A.

**Meeting Date:** December 18, 2023

**From:** Al Minner, (City Manager)

**Subject:** State of the City Address - Lakefront TV Production

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### **Staff Recommendation:**

City Manager's office has been working with Facci Bella, Inc. to develop a video production for the Annual State of the City address at the Chamber Breakfast.

Staff would like to share video with the Commission prior to the address.

### **Analysis:**

### **Procurement Analysis:**

### **Options:**

### **Fiscal Impact:**

# City of Leesburg Lake Front City

## Agenda Memorandum

**Item No:** 5.B.1.

**Meeting Date:** December 18, 2023

**From:** Cliff Kelsey, (Public Works Director)

**Subject:** Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Construction Services Agreement to furnish and install four (4) lift station generators; and providing an effective date.

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### Staff Recommendation:

Staff recommends award of Invitation for Bid (IFB) 231801 to Santa Fe Power Solutions, and approval of the Resolution authorizing execution of the Construction Services Agreement with Santa Fe Solutions for an amount of \$221,535.45.

### Analysis:

The City of Leesburg wishes to furnish and install four (4) new natural gas-powered emergency power generators at four (4) lift stations with new Automatic Transfer Switch (ATS) at various locations. This project will provide the capability of the lift stations to continue operation when commercial power is interrupted.

### Procurement Analysis:

The Procurement Division issued Invitation for BID (IFB) Solicitation 231801 on October 5, 2023. Staff directly notified known contractors of the opportunity as well as posting to the City's online solicitation platform. On November 7, 2023, purchasing received six (6) bid responses.

Staff has deemed Santa Fe Power Solutions the lowest responsive and responsible bidder. A summary of the responsive bids is provided here:

1. Santa Fe Power Solutions - \$221,535.45
2. CJ's Sales and Service of Ocala - \$248,000.00
3. Zabatt Engine Services - \$371,243.73
4. Chinchor Electric, Inc. - \$420,389.63
5. Accurate Power and Technology- \$434,157.88
6. Powerserve Technologies Inc.-\$551,700.00

The City's Local Vendor Preference Policy (LVP) is not applicable to this Solicitation due to receiving pass through FEMA grant funding from the Florida Division of Emergency Management (FDEM)

Mitigation Bureau. State procurement regulations do not permit a location-based preference in determining award.

**Options:**

1. Approve the resolution authorizing execution of the agreement with Santa Fe Power Solutions; or
2. Such alternative action as the Commission may deem appropriate.

**Fiscal Impact:**

The City was awarded \$163,485 in funds from the Hazard Mitigation Grant Program (HMGP) through Florida Department of Emergency Management (FEMA) for this purchase. The remaining funds are included in the Wastewater Capital Projects budget.

|             |                   |
|-------------|-------------------|
| Account No. | 044-4099-535-6410 |
| Project No. | 440003            |
| WF No.      | WF1467250/1       |
| Requisition | 55677             |
| Budget      | \$513,485.00      |
| Available   | \$513,485.00      |

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,  
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A  
CONSTRUCTION SERVICES AGREEMENT TO FURNISH AND INSTALL  
FOUR (4) LIFT STATION GENERATORS; 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 SANTA FE POWER SOLUTIONS, whose address is 27056 83rd Place, Branford, Florida 32008, for the furnish and installation of Lift Station Generators (IFB 231801).

**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 18th day of December 2023.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

## **AGREEMENT FOR CONTRUCTION SERVICES**

**THIS AGREEMENT** is made as of the 18th day of December 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 **SANTA FE POWER SOLUTIONS** whose address 27056 83rd Place, Branford, Florida 32008 (hereinafter referred to as the “CONTRACTOR”).

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

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

- a. This Agreement; and
- b. Schedule of Contract Items included as Attachment ‘A’; and
- c. Supplemental Conditions – Construction as Attachment ‘B’; and
- d. The CONTRACTOR’S response to IFB 231801 – FEMA Grant Generators – Furnish and Install made electronically on November 7, 2023.

2. **Scope of Services.** The CONTRACTOR shall furnish the following services generally described as the “**FEMA GRANT GENERATORS**” for the furnish and installation of four (4) Lift Station Generators to the CITY as listed in Invitation for Bid 231801. Nothing herein shall limit the CITY’s right to obtain these services from other contractors for the same or similar work.

3. **Total Construction Cost.** The CONTRACTOR shall perform the Services for a total price not to exceed **\$221,535.45**. The cost of these services shall not exceed this amount unless the CITY has executed a written change order approving any increase in price.

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

5. **Professional License.** The CONTRACTOR’s subcontractor Laughlen Electric, LLC. holds a Certified Electrical Contractor License number EC13007789 issued by the State of Florida. The name of the Qualifying Agent is Glen Laughlen. CONTRACTOR/SUBCONTRACTOR must maintain this license during the full duration of this Agreement.

6. **Term of Agreement.** This Agreement shall commence upon the date of execution and shall remain in effect until such time as the contracted services have been completed, and accepted by the CITY’s authorized representative, unless earlier terminated in

accordance with its provisions. Those portions imposing warranty requirements on CONTRACTOR, together with any implied warranties under law, will continue to remain in effect until completion of the expressed and/or implied warranty periods.

7. **Commencement and Completion.** The CITY and the CONTRACTOR mutually agree time is of the essence with respect to the dates and times set forth in the Agreement Documents. To that end, the CONTRACTOR will commence work not later than **NINETY (90)** continuous calendar days after CITY issues a Notice to Proceed, and will diligently and continuously prosecute the work at such a rate, and with sufficient forces as will allow the CONTRACTOR to achieve Substantial Completion no later than **THREE HUNDRED SIXTY FIVE (365)** continuous calendar days after the CITY issues a Notice to Proceed and Final Completion no later **THIRTY (30)** days after the recorded substantial completion date, subject only to any adjustments in the contract time that may be authorized by change orders properly issued in accordance with the Agreement Documents. In executing this Agreement, CONTRACTOR affirms the time set for completion is reasonable.

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

If the work is not completed in full by the deadline specified, then for each day thereafter on which the work has not been completed, CONTRACTOR shall pay to the CITY liquidated damages in the amount of **ONE-HUNDRED TWENTY FIVE DOLLARS (\$125.00)** per calendar day, which CITY is hereby authorized to deduct from the final draw before paying any remaining amount to CONTRACTOR. The parties agree that it would be impossible or extremely difficult to compute the actual damages suffered by the CITY due to late completion of the work, that it is therefore appropriate to provide for liquidated damages in this Contract, and that the amount of liquidated damages specified is reasonable and bears a substantial relationship to the probable amount of actual damages the CITY would suffer, and therefore does not constitute a penalty or forfeiture. CONTRACTOR acknowledges that this provision is material to the CITY and that the Owner would not have entered into this Contract but for this provision and that as a result of the Owner's reliance on this provision, the CONTRACTOR shall be stopped to deny or dispute the validity or enforceability of this liquidated damage clause.

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

9. **Termination for Convenience or Cause.**

a. **For Convenience.** The CITY may terminate this Agreement at any time without cause by providing the CONTRACTOR with SEVEN (7) calendar days advance



notice in writing, delivery by email is acceptable. In the event of termination for convenience, all finished or unfinished deliverable items prepared by the CONTRACTOR under this Agreement shall, at the option of the CITY, become the CITY's property. If the Agreement is terminated for convenience by the CITY as provided herein, the CONTRACTOR shall be paid for services satisfactorily completed, less payment or compensation previously made. The CONTRACTOR shall not incur any additional expenses after receiving the written notice of termination.

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

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

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

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

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

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

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

11. **Insurance Requirements.**

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

- i All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least A: VII.
- ii The CONTRACTOR shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractor's work.
- iii The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever

is greater. iv. The required insurance shall not limit the liability of the CONTRACTOR. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the CONTRACTOR's interests or liabilities, but are merely required minimums.

- iv The provisions of the required insurance are subject to the approval of the City's Risk Manager, and upon request, the CONTRACTOR shall make available certified copies of the various policies for inspection.
- v All liability insurance, except professional liability, shall be written on an occurrence basis.
- vi The CONTRACTOR waives its right of recovery against the CITY to the extent permitted by its insurance policies.
- vii Insurance required of the CONTRACTOR, or any other insurance of the CONTRACTOR shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims which arise out of the agreement, Contract or lease.

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

- viii Except for workers' compensation and professional liability, the CONTRACTOR's insurance policies shall be endorsed to name the City of Leesburg as additional insured to the extent of the agreement, Contract or lease.
- ix The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows: City of Leesburg, Attn: Purchasing Manager, P.O. Box 490630, Leesburg, Florida 34749-0630.
- x The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
- xi The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.
- xii The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.
- xiii The CONTRACTOR, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the CONTRACTOR's liability coverage(s).

d. Comprehensive General Liability - The CONTRACTOR shall purchase and maintain Commercial General Liability coverage on forms no more restrictive than the latest editions of the Commercial General Liability policies of the Insurance Services Office (ISO). The Commercial General Liability policy shall provide minimum limits of

\$1,000,000 per occurrence combined single limit that includes coverage for bodily and personal injury and property damage liability for premises, operations, products and completed operations\*, independent Contractors, Contractual liability covering the agreement, Contract or lease, broad form property damage coverage, and property damage resulting from explosion, collapse or underground exposures (x, c, u).

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

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

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

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

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

under this Agreement, or through any act or omission on the part of the CONTRACTOR, his agents, employees, or servants.

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

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

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

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

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

from public records disclosure requirements. All records stored electronically must be provided to the CITY by CONTRACTOR in a format that is compatible with the information technology systems of the CITY.

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

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

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

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

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

additional charge(s) for any conforming action taken by the CITY under this clause. The CITY will not be responsible to pay for any product or service that does not conform to the contract specifications.

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

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

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

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

**22. 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.

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

24. **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.

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

26. **Contact Person.** 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.

**CONTRACTOR Contact Information**

Name/Title: Doug Godbey, President

Address: 27056 83rd Place

City, State & Zip: Branford, Florida 32008

Telephone: 386-209-1159

Email Address: doug@santafepower.net

**CITY Contact Information**

Name/Title: Aaliyah Davis

Telephone: 352-728-9880 x1520

Email Address: Aaliyah.Davis@leesburgflorida.gov

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

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

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



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

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

30. **Employment Eligibility.** Effective 12:01 AM EST January 1, 2021, the CONTRACTOR becomes 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.

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

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

32. **Counterparts.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and

valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The CITY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

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

## **FEDERAL CONTRACT PROVISIONS**

### **DEFINITIONS**

“Agency” is the Federal Emergency Management Agency (FEMA)

### **ACCESS TO RECORDS AND REPORTS**

The following access to records requirements apply to this contract:

- (1) The CONTRACTOR agrees to provide the CITY, the Agency, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The CONTRACTOR agrees to provide the Agency or his authorized representatives, access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the CITY and the CONTRACTOR acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the Agency or the Comptroller General of the United States.

### **BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

### **CERTIFICATION OF CONTRACTOR REGARDING DEBARMENT**

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the CONTRACTOR’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### **CLEAN AIR AND WATER POLLUTION CONTROL**

#### **Clean Air Act**

1. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the Agency.

#### **Federal Water Pollution Control Act**

1. The CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The CONTRACTOR agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the Agency.

### **COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**

This is an acknowledgement that Agency financial assistance will be used to fund all or a portion of the contract. The CONTRACTOR will comply with all applicable Federal law, regulations, executive orders, Agency policies, procedures, and directives.

### **CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No CONTRACTOR or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. (2) Violation; liability for unpaid wages; liquidated damages. In the event of any

violation of the clause set forth in paragraph (b)(1) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

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

(4) Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

#### **AGENCY SEAL, LOGO, SYMBOLS AND FLAGS**

The CONTRACTOR shall not use the Agency seal(s), logos, symbols, crests, or reproductions of flags or likenesses of the US Fish and Wildlife Service (Agency) without specific Agency pre-approval.

#### **ENERGY EFFICIENCY**

Pursuant to Federal regulations 24 CFR 85.36(i)(13) and Federal law, except when working on an Indian housing authority Project on an Indian reservation, the Design Professional shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163 codified at 42 U.S.C.A. § 6321 et. seq.).

#### **EQUAL OPPORTUNITY CLAUSE**

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

(1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other

forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR's legal duty to furnish information.

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

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

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

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

(8) The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal

opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a CONTRACTOR debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### **PROCUREMENT OF RECOVERED MATERIALS**

(i) In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- Competitively within a timeframe providing for compliance with the contract performance schedule;
- Meeting contract performance requirements; or
- At a reasonable price.

(ii) Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

(iii) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

#### **NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the CITY, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

#### **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

The CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR's actions pertaining to this contract.

*[Signature page follows.]*

**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.

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Business Name of  
Responding Supplier: Santa Fe Power Solutions, Inc dba Santa Fe Professional  
Solution

By: \_\_\_\_\_

*Douglas R Godbey*

\_\_\_\_\_  
Authorized Signature

Print: Douglas R Godbey

Title: President

Date: 11.06.2023



## **BYRD ANTI-LOBBYING CERTIFICATION**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Responding Supplier listed below certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Santa Fe Power Solutions, Inc dba Santa Fe Professional Solutions  
Responding Company Name

27056 83rd PL Branford, FL 32008  
Physical Address (Address, City, State, Zip Code)

*Douglas R Godbey*  
Signature of Contractor's Authorized Official

Douglas R Godbey President  
Name and Title of Contractor's Authorized Official

11.06.2023  
Date

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

**SANTA FE POWER SOLUTIONS, INC.**

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Its: \_\_\_\_\_  
(Title)

**CITY OF LEESBURG, FLORIDA**

\_\_\_\_\_  
James A. Burry Jr., Mayor

ATTEST:

\_\_\_\_\_  
J. Andi Purvis, City Clerk

Approved as to form:

\_\_\_\_\_  
William Watson, City Attorney

**Attachment 'B'**  
**SUPPLEMENTAL CONDITIONS – CONSTRUCTION**

**1. DEFINITIONS**

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

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

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

## 2. INSPECTION OF WORK

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

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

Re-examination of questioned work may be ordered by the Project Representative and, if so ordered, the work shall be uncovered by the CONTRACTOR. If such work is found in accordance with the contract documents, the CITY will pay the cost of re-examination and

replacement. If such work is found not in accordance with the contract documents, the CONTRACTOR shall pay such cost.

### **3. TESTS**

The Project Representative will have the right to require all materials to be submitted to test prior to incorporation in the work. In some instances, it may be expedient to make these tests at the source of supply and for this reason it is requested that the CONTRACTOR furnish the source

before incorporating material in the work. This does not in any way obligate the Project Representative to perform tests for acceptance of material and does not relieve the CONTRACTOR of his responsibility to furnish satisfactory material. The CONTRACTOR shall furnish two copies of manufacturer's certificate of compliance with these specifications covering manufactured items incorporated in the work.

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

### **4. TOOLS, PLANT AND EQUIPMENT**

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

### **5. COLLECTION AND DISPOSAL OF WASTE**

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

### **6. BURNING OF DEBRIS**

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

### **7. MAINTENANCE OF TRAFFIC**

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

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

#### **8. PROTECTION AGAINST POLLUTION**

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

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

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

#### **9. TEMPORARY FENCING AND BARRICADES**

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

#### **10. WORKMANSHIP, MATERIALS, APPLIANCES, AND EMPLOYEES**

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

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

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

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

## **11. GENERAL QUALITY AND STANDARDS**

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

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

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

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

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

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

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

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

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

## **12. PROJECT COORDINATION**

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

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

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

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

## **13. COORDINATION WITH UTILITY COMPANIES**

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

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

## **14. SUPERVISION**

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

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



**15. CONSTRUCTION SUPERINTENDENT**

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

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

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

**17. SUBCONTRACTS**

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

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

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

**18. PRE-CONSTRUCTION MEETING**

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

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

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

#### **19. ORDER OF COMPLETION**

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

#### **20. MATERIALS AND EQUIPMENT SCHEDULES**

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

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

#### **21. CONTRACTOR'S REQUESTS FOR INTERPRETATION (RFIs)**

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

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

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

- f. RFI Log: CONTRACTOR shall prepare and maintain a log of RFIs, and at any time requested by the CITY's Representative, the CONTRACTOR shall furnish copies of the log showing all outstanding RFIs.
- g. Review Time: Architect/Engineer or CITY Representative (CITY) shall return RFIs to CONTRACTOR and within five (5) calendar days of receipt. RFIs received after 12:00 noon shall be considered received on the next regular working day for the purpose of establishing the start of the five-calendar day response period.

## **22. SUBMITTAL REQUIREMENTS OF CONTRACTOR**

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

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

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

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

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

copies of Shop Drawings and submit as required new samples for review. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

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

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

## **23. CHANGES IN THE WORK**

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

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

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

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

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

#### **24. DETAIL DRAWINGS AND INSTRUCTIONS**

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

#### **25. OWNERSHIP OF DRAWINGS**

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

#### **26. SURVEYS, PERMITS AND REGULATIONS**

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

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

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

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

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

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

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

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

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

## **27. ROYALTIES AND PATENTS**

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

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

## **28. PROTECTION OF WORK AND PROPERTY**

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

## **29. DEDUCTIONS FOR UNCORRECTED WORK**

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

## **30. DELAYS AND EXTENSION OF TIME**

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

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

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

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

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

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

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

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

**33. SUSPENSION OF WORK**

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

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

**34. REMOVAL OF EQUIPMENT**

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

**35. USE OF COMPLETED PORTIONS**

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



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

### **36. PROMPT PAYMENT**

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

### **37. APPLICATION FOR PAYMENT**

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

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

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

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

### **38. PAYMENTS WITHHELD**

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

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

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

### **39. FINAL PAYMENT APPLICATION**

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

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

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

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

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

Application and accompanying documentation, in appropriate form and substance, and with Engineer's recommendation and notice of acceptability, the amount recommended by Engineer will become due and will be paid by CITY to CONTRACTOR.

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

#### **40. CONTRACTOR'S CONTINUING OBLIGATION**

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

#### **41. DAMAGES**

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

#### **42. EQUIPMENT STARTUP**

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

#### **43. COMPLETION OF WORK**

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

completion which allows the CITY to occupy and use the facilities. When the Engineer deems the work to be "substantially complete" he shall indicate this to the CITY in writing with copies to the CONTRACTOR. The date of contract completion shall be the same date at which the CONTRACTOR is considered substantially complete by the Engineer.

#### **44. ACCEPTANCE OF FINISHED WORK**

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

#### **45. FINAL CLEAN UP**

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

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

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

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

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

#### **46. TREES**

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

#### **47. GUARANTY**

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

All equipment, materials and installation and workmanship furnished by the CONTRACTOR under the terms of the Contract, shall be guaranteed by the CONTRACTOR against defective

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

#### **48. INDEMNITY**

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

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

#### **49. ASSIGNMENT**

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

#### **50. RIGHTS OF VARIOUS INTERESTS**

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

#### **51. SEPARATE CONTRACTS**

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

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

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

## **52. LANDS FOR WORK**

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

## **53. ACCESS TO RECORDS**

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

## **54. EXECUTION, CORRELATION AND INTENT OF DOCUMENTS**

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

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

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

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

#### **55. CONTRACTOR'S UNDERSTANDING**

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

#### **56. FAMILIARITY WITH LAWS**

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

#### **57. SALES TAX**

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

#### **58. CLARIFICATIONS AND INTERPRETATIONS OF CONTRACT DOCUMENTS**

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

Engineer will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as Engineer may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification or



interpretation justifies an increase in the Contract Price or an extension of the Contract Time then CONTRACTOR shall notify CITY in accordance with the Agreement.

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

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

#### **59. LIMITATIONS ON ENGINEER'S RESPONSIBILITIES**

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

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

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

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

#### **60. SAFETY AND PRECAUTION**

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

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

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

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

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

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

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

#### **61. RECORD DOCUMENTS**

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

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

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

#### **62. PHYSICAL CONDITIONS-UNDERGROUND FACILITIES**

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

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

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

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

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

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

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

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

### **63. PHYSICAL CONDITIONS**

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

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

#### **64. REVIEW OF APPLICATION FOR PROGRESS PAYMENT**

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

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

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

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

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

CITY may refuse to make payment of the full amount recommended by Engineer because claims have been made against CITY on account of CONTRACTOR's performance or furnishing of the Work or Liens have been filed in connection with the Work or there are other items entitling CITY to a set-off against the amount recommended, but CITY must give CONTRACTOR immediate written notice (with a copy to Engineer) stating the reasons for such action.

#### **65. SUBSTANTIAL COMPLETION**

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

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

#### **66. INSPECTIONS, CORRECTION, REMOVAL OF DEFECTIVE WORK**

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

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

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

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

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

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

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

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

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

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

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

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

If CONTRACTOR fails within a reasonable time after written notice of Engineer to proceed to correct and to correct defective Work or to remove and replace rejected Work as required by Engineer, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, CITY may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph CITY shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, CITY may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which CITY has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow CITY, CITY's representatives, agents and employees such access to the site as may be necessary to enable CITY to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of CITY in exercising such rights and remedies will be charged against CONTRACTOR in an amount approved as to reasonableness by Engineer, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and CITY shall be entitled to an appropriate decrease in the Contract Price, and, if the



parties are unable to agree as to the amount thereof, CITY may make a claim. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's defective Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by CITY of CITY's rights and remedies hereunder.

#### **68. ARBITRATION**

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

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

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

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

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

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

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

The Florida Rules of Civil Procedure pertaining to discovery shall apply to both parties during arbitration, and, at the CITY's sole option, any and all arbitration arising out of or relating to any

of the Contract Documents or any breach thereof shall include by consolidation, joinder, or joint filing any additional person or entity not a party to this Agreement to the extent necessary for the final resolution of the matter in controversy.

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

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

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

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

EXHIBIT A

|                  |                                                                           |                  | Santa Fe Power Solutions |               |
|------------------|---------------------------------------------------------------------------|------------------|--------------------------|---------------|
|                  |                                                                           |                  | Total Cost               | \$ 221,535.45 |
| #                | Items                                                                     | QuantityRequired | UnitPrice                | TotalCost     |
| 1                |                                                                           |                  |                          |               |
| #1-1             | Lift Station # 29 Generator - Furnish & Install (per the Specifications)  | 1                | \$44,907.50              | \$44,907.50   |
| #1-2             | Lift Station # 64 Generator - Furnish & Install (per the Specifications)  | 1                | \$65,899.60              | \$65,899.60   |
| #1-3             | Lift Station # 113 Generator - Furnish & Install (per the Specifications) | 1                | \$39,050.00              | \$39,050.00   |
| #1-4             | Lift Station # 50 Generator - Furnish & Install (per the Specifications)  | 1                | \$71,678.35              | \$71,678.35   |
| TOTAL BID AMOUNT |                                                                           |                  |                          | \$221,535.45  |

# Flexible Power Transfer Solutions for Commercial & Industrial Applications

**ASCO** Power  
Technologies™

ASCO SERIES 300  
Power Transfer Switches



[ascopower.com](http://ascopower.com)

Life Is On

**Schneider**  
Electric



# ASCO SERIES 300 Automatic Transfer Switches

Power outages impact small and large facilities alike. ASCO SERIES 300 Automatic Transfer Switches offer rugged design and reliable performance to small and mid-size commercial and industrial facilities in packaged solutions that are easy to select, procure, install, and operate.

Every SERIES 300 generator transfer switch is engineered with ASCO's reliability expertise in a package that makes backup power accessible for small and mid-size facilities. Leveraging knowledge derived from a century of critical power transfer experience, each SERIES 300 is backed by the same ASCO technical support and service that solves the most demanding critical power challenges facing facilities today.

Product Details

 [Transfer Switch Overview](#)



ASCO's SERIES 300 lineup offers flexible backup power solutions for businesses of every size.

# SERIES 300 Automatic Transfer Switches

Designed to Fit Anywhere

The ASCO SERIES 300 product line provides the most compact design of generator power transfer switches in the industry.

Available to mount on walls or floors, all models through 2000 amperes are designed to be completely front-accessible. This permits installation flush against walls while allowing installation of cabling and connections from the front of the switch. Cable entrance plates are standard on 1600 and 2000 amperes units; these allow use of optional side-mounted pull boxes for additional cable bending space.

- 30 through 3000 amperes in compact designs
- Up to 600 VAC, single or three phase
- Listed to UL 1008 - Standard for Safety - Transfer Switch Equipment
- True double-throw operation: The single solenoid design is inherently interlocked to prevent simultaneous connections of two power sources.
- Will not transfer to a dead source - single solenoid operator derives power from the destination source
- Easy-to-navigate 128x64 graphical LCD display with keypad provides LED indicators for switch position, source availability, not-in-auto mode, and alert conditions.
- Integrated, multilingual, user interface for configuration and monitoring
- Available Delayed Transition operation
- Non-automatic operation can be selected without opening enclosure door
- Optional Relay Expansion Module with extra relays for accessory outputs
- Soft keys for test function and time delay bypass
- Emergency source failure alert indication
- Optional Historical Event Log
- Displays statistical ATS monitoring information
- Built-in diagnostic functions
- Password protection to prevent unauthorized actions
- Adjustable delay feature prevents nuisance transfer due to momentary utility power outages and generator dips
- Auxiliary contacts signal position of main contacts - two for normal and two for emergency position
- Standard solid neutral terminals
- Restriction of Hazardous Substances (RoHS) compliant controller
- Standard 2 year warranty. Optional 1, 2, and 3 year extensions

Power Knowledge

 [Basic Automatic Transfer Switch Functions](#)



SERIES 300 Power Transfer Switch rated 200 amps

# SERIES 300 Automatic Switching Solutions

## Automatic and Non-Automatic Transfer Switching

ASCO Transfer Switches are available in both automatic and non-automatic types. Both are electrically operated. For automatic transfer switches, the controller initiates transfer between power sources. For non-automatic transfer switches, a user initiates transfer using local or remote controls.

SERIES 300 non-automatic transfer switches offer the following features:

- Models range from 30 through 3000 amperes, up to 600V
- Source acceptability lights inform operator when sources are available to accept load
- Controller prevents inadvertent operation under low voltage conditions
- Standard in-phase monitor for transferring motor loads between live sources

### Power Knowledge

[Non-Automatic and Manual Transfer Switches for Backup Power Applications](#)

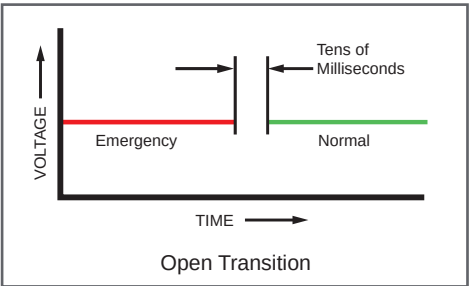


400 Amp, Type 1 Enclosure

## Open Transition Transfer Switching

ASCO Transfer Switches are available with a standard, 2-position, open transition models that reliably transfer loads in less than 100 milliseconds. Open transition switches are suitable for a wide range of applications.

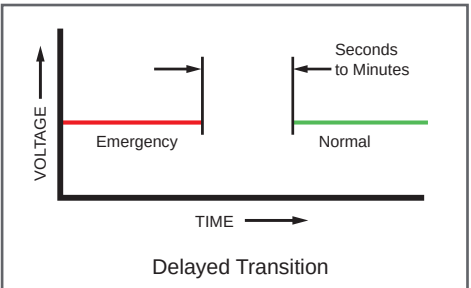
- 30 to 3000 amps
- Single-operator switching mechanism prevents simultaneous connection of both sources
- Available In-Phase Monitor can be activated for transferring motor loads



## Delayed Transition Transfer Switching

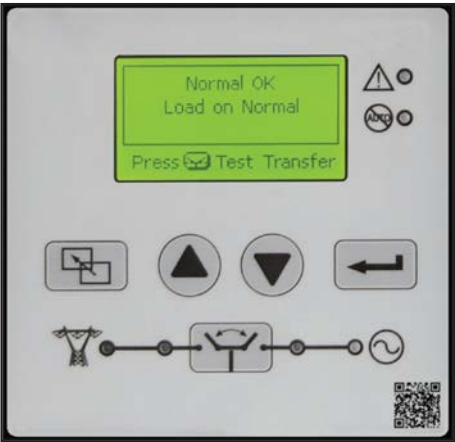
ASCO Delayed Transition Transfer Switches transfer loads between power sources using a timed load disconnect position with an adjustable delay.

- 150 through 3000 amps
- Reliable, field-proven, dual-solenoid operating mechanism
- Mechanical interlocks to prevent simultaneous connection of both power sources
- Adjustable delay for load disconnect - 0 to 5 minutes
- Non-automatic models available in manual operation configuration
- Automatic models available with load shed feature



# SERIES 300 Group G Controller

The SERIES 300 Group G Controller is reliable and field-proven. It provides all of the voltage, frequency, control, timing, and diagnostic functions required for most emergency and standby power applications.



- Touch pad programming
- Displays active timers
- On-board diagnostics
- Password protection
- Voltage and frequency sensing
- Status and control functions

### Power Knowledge

[Transition Mode Basics](#)

[Transferring Motor Loads between Power Sources](#)

[Transferring Loads with Zero Power Interruption](#)

### Product Details

[Group G Controller](#)



# Transfer Switch Communications and Metering

Options to Customize Functionality and Increase Value

## Product Details

[5300 SERIES Annunciators](#)

### Remote Annunciation

#### Monitor Power Equipment Status from Anywhere

Monitoring and control transfer switches from across the room, building, or from Internet.

5310 – LED annunciator – Single ATS

5350 – LED annunciator – up to 8 ATSs



## Product Details

[5140 Connectivity Module](#)

### Communication

#### Turn Transfer Switches into Power Information Portals

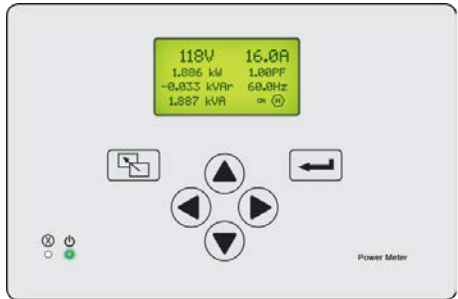
5140 Connectivity Module – Makes status and power information from a single switch available to via ModBUS, SNMP, and web pages.



### Metering

#### Transfer Switches are the Perfect Place to Monitor Power Flow, Power Conditions, and Power Events

5210 Power Meter – Provides deeper insight into circuit status and conditions.



## Product Details

[5210 Power Meter](#)

SERIES 300 Optional Accessories

| Communications            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|---------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 11BE                      | Feature Bundle. Programmable engine exerciser with seven independenct routines run the generator with or without loads, on a daily, weekly, bi-weekly, or monthly basis. Controlled from the user interface keypad. <ul style="list-style-type: none"><li>Event log display shows the event number, time and date, type and reason (if applicable).</li><li>Stores up to 300 events</li><li>RS485 Communication Port enabled common alarm output contact</li><li>On three-phase systems, Accessory 11BE enables line-to-line voltage imbalance sensing and three-phase sensing capabilities for the Emergency power source as well as the Phase Rotation checking for both power sources.</li></ul> |
| 18RX                      | Relay Expansion Module provides accessory relays and includes one Form C contact for normal source availability (18G), and one Form C contact for emergency source availability (18B) (contact rating 5 amperes @ 30 VDC or @ 125 VAC resistive) (100 ma, 4 VDC min) Additional output relay is provided the default is to indicate a common alarm.                                                                                                                                                                                                                                                                                                                                                 |
| 72EE                      | Connectivity module provides remote monitoring and control capabilities and includes accessory 11BE feature bundle                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Environment and Power     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 44A                       | Strip heater with thermostat for cold environment to prevent internal condensation and icing. External 120-volt AC power source required.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 44G                       | Strip heater with thermostat, wired to load terminals on 208-240, 360-380, 460-480, 550-600 volt models. Contains wiring harnesses for all transfer switch sizes.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 1UP                       | UPS back up power runs controller and LCD display for 30 seconds without AC power                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Extension Harness         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 37B                       | Six-foot extension harness for open type units to accommodate customer mounting of controls and switch                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 37C                       | Nine-foot extension harness for open type units to accommodate customer mounting of controls and switch                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Indicators                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 62W                       | Audible alarm with silencing feature to signal transfers to emergency. (For D-frame models, may require oversize enclosure depending on accessory combination).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Customer Control Circuits |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 30A                       | Load-shed circuit initiated by opening of a customer-supplied contact (Open Transition model only)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 30B                       | Load-shed circuit initiated by removal of customer-supplied control voltage (Open Transition model only)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 30AA                      | Load-shed circuit initiated by opening of a customer-supplied contact (Delayed Transition model only)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 30BA                      | Load-shed circuit initiated by removal of customer-supplied control voltage (Delayed Transition model only)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Surge Protection          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 73                        | Surge suppressor rated 65 kA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Metering                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 23GA, 23GB                | Load Current Metering card measures either single or three-phase load current. Not available with Power Meter option 135L. Use 23GA for Single-Phase, 23GB for Three-Phase.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 135L                      | Power Meter on load side (includes shorting block and current transformers). Not available with Load Current Metering options 23GA or 23GB.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

Field Conversion Kits

| Kit No.     | Description                                                                                      |
|-------------|--------------------------------------------------------------------------------------------------|
| 935147      | Advanced Function Bundle Retrofit Kit (11BE) - See above accessory 11BE description for details. |
| 935148      | REX Module with Source Availability Contacts (Acc. 18RX)                                         |
| 935149      | UPS to allow controller to run for 30 seconds minimum without AC Power (Acc. 1UP)                |
| 935150      | 1/3 Phase load current sensing card only (Acc. 23GA/GB)                                          |
| K613127-001 | Strip Heater (125 watt) 120 volt (Acc. 44A)                                                      |
| K613127-002 | Strip Heater (125 watt) 208-480 volt (Acc. 44G)                                                  |
| 948551      | Quad-Ethernet Module (Acc. 72EE)                                                                 |
| K609027     | Cable Pull Box (1600-2000 amperes)                                                               |

Withstand and Closing Ratings

| FRAME | RATINGS<br>AMPERES | CURRENT LIMITING FUSES |              |                    |       | SPECIFIC BREAKER |              |              |
|-------|--------------------|------------------------|--------------|--------------------|-------|------------------|--------------|--------------|
|       |                    | 480V<br>MAX.           | 600V<br>MAX. | MAX. SIZE,<br>AMPS | CLASS | 240V<br>MAX.     | 480V<br>MAX. | 600V<br>MAX. |
| D     | 30                 | 100kA                  | -            | 300                | J     | 22kA             | 22kA         | 10kA         |
|       |                    | 200kA                  | 35kA         | 200                | J     |                  |              |              |
|       |                    | 35kA                   | 35kA         | 200                | RK1   |                  |              |              |
|       | 70-100             | 35kA                   | 35kA         | 200                | RK1   | 150kA            | 85kA         | 25kA         |
|       |                    | 200kA                  | 35kA         | 200                | J     |                  |              |              |
|       | 150                | 35kA                   | 35kA         | 200                | RK1   | 150kA            | 85kA         | 25kA         |
|       |                    | 200kA                  | 35kA         | 200                | J     |                  |              |              |
|       | 200                | 200kA                  | 35kA         | 200                | J     | 200kA            | 85kA         | 14kA         |
|       |                    | 35kA                   | 35kA         | 200                | RK1   |                  |              |              |
|       | 230                | 100kA                  | -            | 300                | J     | 200kA            | 85kA         | 14kA         |
| E     | 260, 400           | 200kA                  | -            | 600                | J     | 65kA             | 42kA         | 22kA         |
| J     | 150, 200, 260      | 200kA                  | 200kA        | 600                | J     | 200kA            | 200kA        | 42kA         |
|       |                    |                        |              | 800                | L     |                  |              |              |
|       | 400                | 200kA                  | 200kA        | 600                | J     | 65kA             | 50kA         | 42kA         |
|       |                    |                        |              | 800                | L     |                  |              |              |
|       | 600                | 200kA                  | 200kA        | 600                | J     | 65kA             | 85kA         | 42kA         |
|       |                    |                        |              | 800                | L     |                  |              |              |
| H     | 800-1200*          | 200kA                  | 200kA        | 1200               | L     | 65kA             | 150kA        | 65kA         |
| G     | 1600-2000          | 200kA                  | 200kA        | 2500               | L     | 85kA             | 85kA         | 85kA         |
|       | 2600-3000          | 200kA                  | 200kA        | 4000               | L     | 125kA            | 125kA        | 100kA        |
|       | 4000               | 200kA                  | 200kA        | 5000               | L     | 100kA            | 100kA        | 100kA        |

Notes:

\* Front connection only

All units are RMS Symmetrical Amperes

All Withstand and Closing Rating values are tested in accordance with UL 1008. See **ASCO Publication 1128** for more information.

Application requirements may permit higher WCR for certain switch sizes.

Power Knowledge

 [UL 1008 Transfer Switch Withstand and Closing Ratings](#)

 [Performance Testing for Transfer Switches](#)

Additional SERIES 300 Product Information

| Transfer Switches and Panels                               | Controls                           | Technical Information                                    |
|------------------------------------------------------------|------------------------------------|----------------------------------------------------------|
| <a href="#">Manual Transfer Switch</a>                     | <a href="#">Group G Controller</a> | <a href="#">Withstand and Closing Ratings</a>            |
| <a href="#">Manual Transfer Switch with Quick Connects</a> |                                    | <a href="#">Weights and Dimensions and Ordering Info</a> |
| <a href="#">Quick Connect Power Panel</a>                  |                                    | <a href="#">Drawings</a>                                 |
| <a href="#">Dual Purpose Quick Connect Power Panel</a>     |                                    | <a href="#">Wiring Diagrams</a>                          |



# SERIES 300 Manual Transfer Switching and Quick Connection Solutions

ASCO SERIES 300 Manual Transfer Switching and Quick Connection Solutions offer reliable service and application flexibility for a wide range of facilities.

## Manual Transfer Switches



- Three-position, easy-to-use center-off switch
- Compact design - easy to install and maintain
- Designed to handle demands of motors and inrush currents

Power Knowledge

 [Differences Between Manual, Non-Automatic, & Automatic Transfer Switches](#)

Product Details

 [SERIES 300 Manual Transfer Switch](#)

## Quick Connect Panels



- Listed to UL 1008 Transfer Switch Accessory standard
- Utilizes standard Cam-Lok™ receptacles for quick connections
- Standard Type 3R construction is weatherproof with or without cable
- Utilizes standard Series 16 Single Pole quick connect receptacles

Power Knowledge

 [NEC Requirement for Permanent Manual Switching Means](#)

Product Details

 [SERIES 300 Quick Connect Power Panel](#)

## Manual Transfer Switches with Quick Connects



- The ASCO SERIES 300 Manual Transfer Switch with Integrated Quick Connects provides a total temporary power connection and transfer solution
- Enables connection and control of a temporary or portable generator
- Provides a complete UL 1008-listed solution in a single unit

Product Details

 [SERIES 300 Manual Transfer Switch with Quick Connects](#)

## Dual-Purpose Manual Transfer Switches with Quick Connects



- Provides both supplemental backup power and load testing connectivity through a single device.
- Listed to UL 891 by ETL
- Utilizes standard Series 16 Single Pole quick connect receptacles

Product Details

 [SERIES 300 Dual Purpose Quick Connect Power Panel](#)



ASCO Power Technologies - Global Headquarters  
160 Park Avenue  
Florham Park, NJ 07932  
Tel: 800 800 ASCO

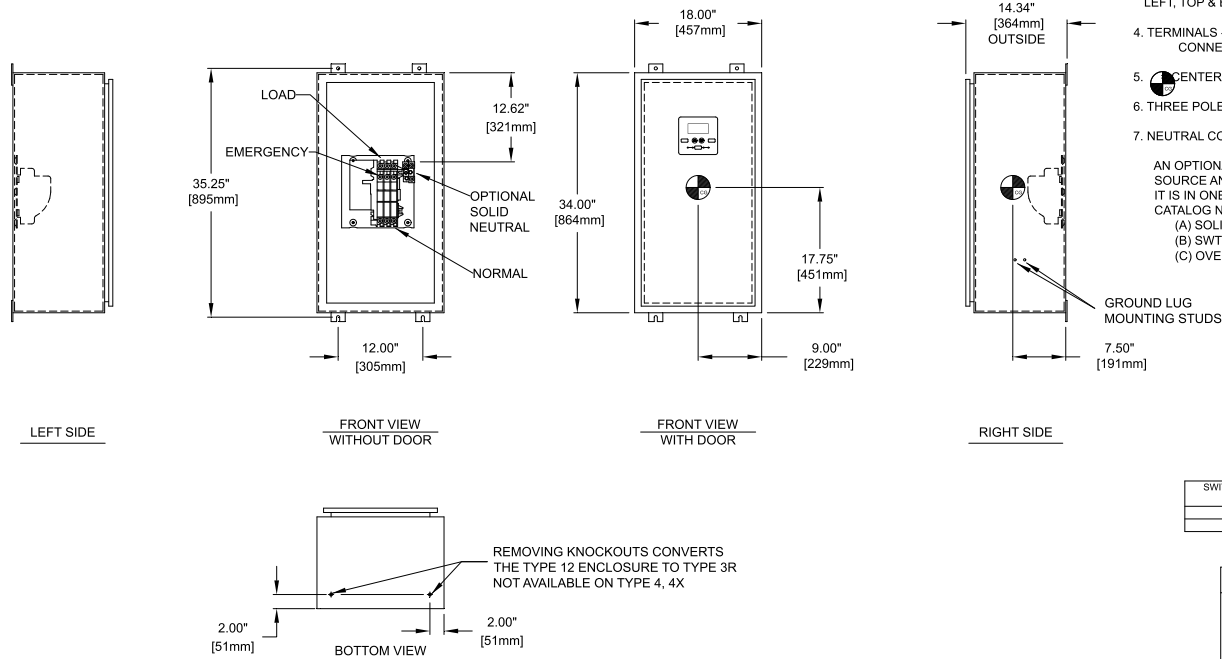
[www.ascopower.com](http://www.ascopower.com)  
[customercare@ascopower.com](mailto:customercare@ascopower.com)

# OUTLINE FOR 300 SERIES TRANSFER SWITCHES (D3ATS/D3NTS) 30-200 AMPERES, TYPE 3R/4/4X/12 ENCLOSURE

1. TYPE 3R/4/4X/12 WALL MOUNTED ENCLOSURE.
2. STANDARD FINISH TYPE 3R/4/12: ANSI 61 GRAY, POLYESTER POWDER STANDARD. UL RECOGNIZED. OTHER ANSI COLORS AVAILABLE CONSULT FACTORY.  
FINISH TYPE 4X: ENCLOSURE BODY #2B  
DOOR SMOOTH BRUSHED #3.  
TYPE 4X (U) EXTERIOR CONSTRUCTED OF CODE GAUGE TYPE 316 STAINLESS STEEL.  
TYPE 4X (H) EXTERIOR CONSTRUCTED OF CODE GAUGE TYPE 304 STAINLESS STEEL.
3. SINGLE DOOR, RIGHT SIDE HINGE, LEFT SIDE PADLOCK HASP, PLATED DOOR CLAMPS, (LEFT SIDE FOR TYPES 3R & 12, LEFT, TOP & BOTTOM FOR TYPE 4).
4. TERMINALS - SCREW TYPE LUGS FOR EXTERNAL POWER CONNECTIONS.
5.  CENTER OF GRAVITY.
6. THREE POLE SWITCH WITH SOLID NEUTRAL SHOWN FOR REFERENCE.
7. NEUTRAL CONFIGURATIONS:

AN OPTIONAL FULL RATED NEUTRAL CONFIGURATION FOR EACH SOURCE AND THE LOAD MAY BE PROVIDED. WHEN EQUIPPED IT IS IN ONE OF THE FOLLOWING FORMATS AS SPECIFIED BY THE CATALOG NUMBER NO. NEUTRAL TYPE:  
(A) SOLID (COPPER BUS) NEUTRAL  
(B) SWITCHED NEUTRAL POLE  
(C) OVERLAPPING NEUTRAL POLE (SEE NOTICE)

**NOTICE:**  
When an overlapping switched neutral assembly is provided, the normal and emergency source neutral terminations are physically reversed from those of the normal and emergency source phase terminations. Locate the neutral termination markings and review the wiring diagram before connecting the neutral conductors



| SWITCH RATING<br>(AMPS) | RANGE OF WIRE                  |
|-------------------------|--------------------------------|
| 30-150                  | (1) #14 TO 4/0 AWG AL-CU WIRE  |
| 200                     | (1) #14 TO 4/0 AWG COPPER WIRE |

| APPROXIMATE SHIPPING WEIGHT, LBS (KG) |          |         |
|---------------------------------------|----------|---------|
| AMP<br>SIZE                           | POLES    | WEIGHT  |
| 30-200                                | A2       | 86 (39) |
|                                       | B2/C2/A3 | 88 (40) |
|                                       | B3 & C3  | 90 (41) |

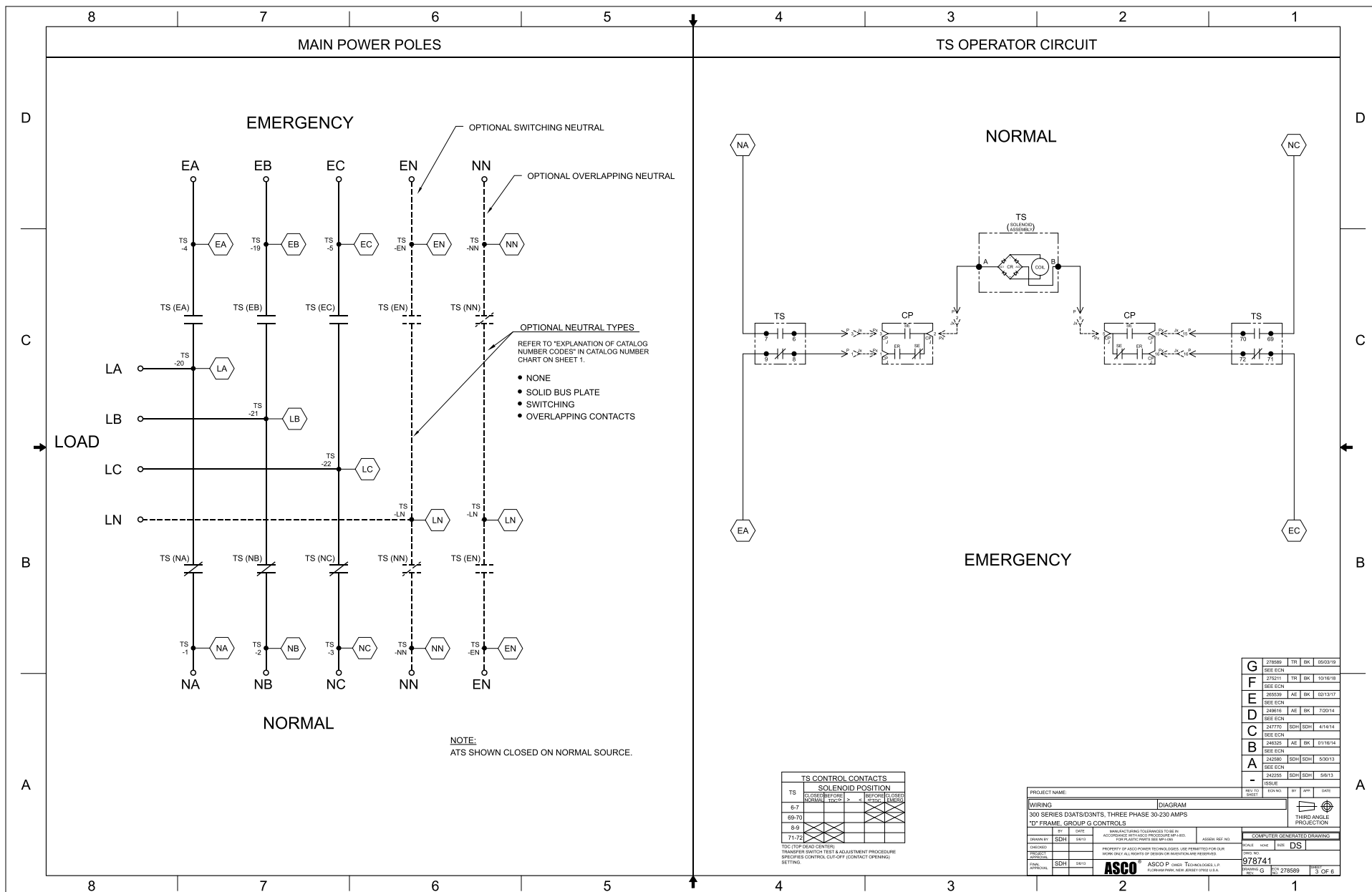
|   |        |       |     |          |
|---|--------|-------|-----|----------|
| E | 289428 | TR    | NB  | 05/07/21 |
| D | 266971 | TR    | BK  | 5/16/17  |
| C | 256241 | TR    | BK  | 4/15/15  |
| B | 250555 | WK    | BK  | 12/03/14 |
| A | 248677 | BW    | SDH | 5/30/14  |
| - | 242585 | BW    | SDH | 11/6/13  |
|   |        | ISSUE |     |          |

|                                              |     |         |             |                                                                                                                                                                                                       |      |
|----------------------------------------------|-----|---------|-------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|
| PROJECT NAME:                                |     | REV E2  | 05/27       | BY                                                                                                                                                                                                    | DATE |
| COMPOSITE OUTLINE                            |     |         |             |                                                                                                                                                                                                       |      |
| 300 SERIES, D3ATS/D3NTS RATED 30-200 AMPERES |     |         |             |                                                                                                                                                                                                       |      |
| TYPE 3R/4/4X/12 ENCLOSURE                    |     |         |             |                                                                                                                                                                                                       |      |
| DRAWN BY                                     | BWM | 11/6/11 | DATE        | ASSEMBLED BY                                                                                                                                                                                          |      |
| CHECKED BY                                   | SDH | 11/6/11 | DATE        | PROPERTY OF ASCO POWER TECHNOLOGIES, INC. NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT PERMISSION IN WRITING FROM ASCO POWER TECHNOLOGIES, INC. |      |
| COMPUTER GENERATED DRAWING                   |     |         | SCALE: NONE |                                                                                                                                                                                                       |      |
| 978723-002                                   |     |         | REV E       |                                                                                                                                                                                                       |      |
| 978723-002                                   |     |         | REV E       |                                                                                                                                                                                                       |      |
| 978723-002                                   |     |         | REV E       |                                                                                                                                                                                                       |      |
| 978723-002                                   |     |         | REV E       |                                                                                                                                                                                                       |      |

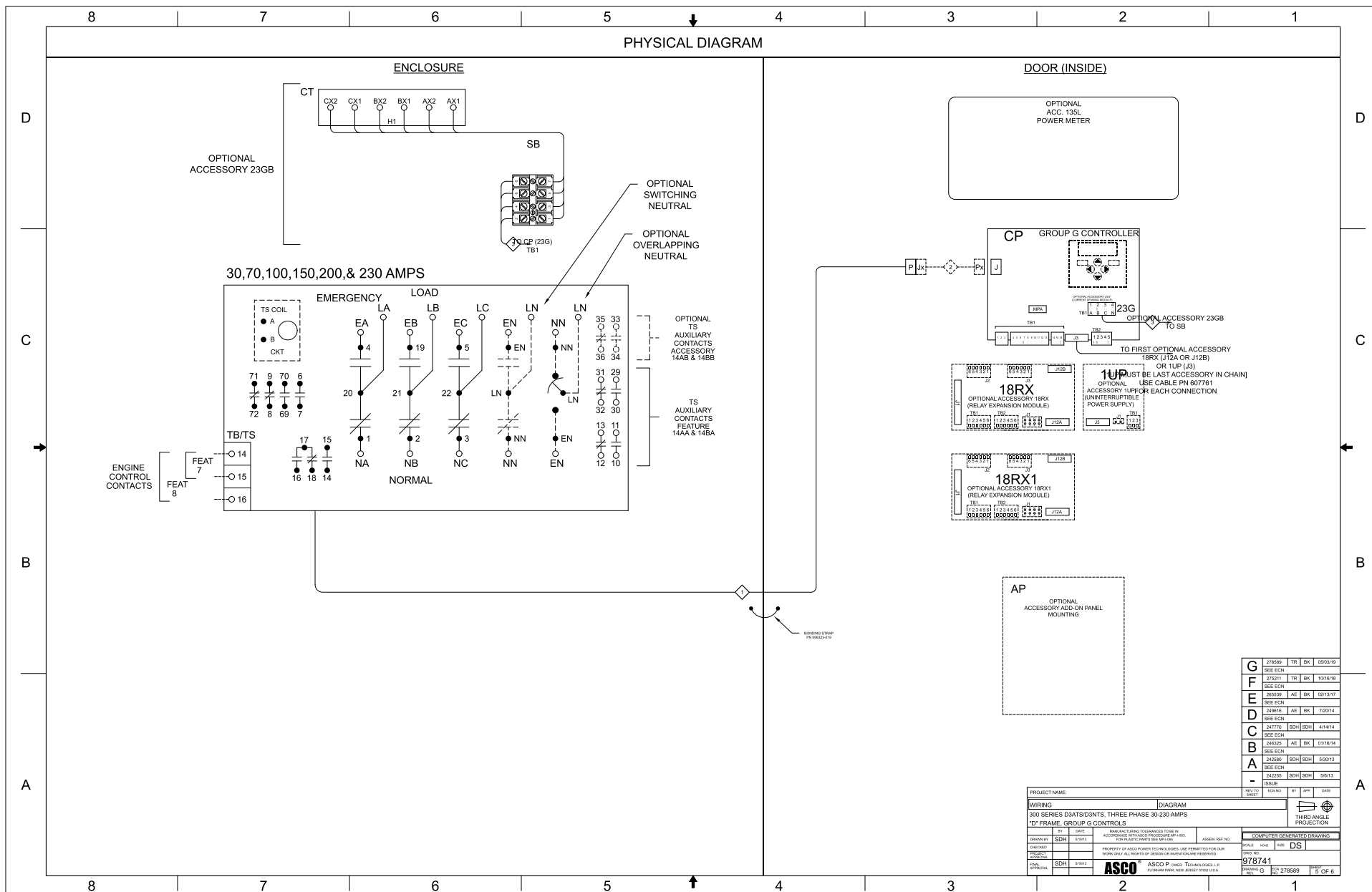
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|                                                                                                                                    |                                                                                                                                                                                                                                                                                                           |   |                                                                                                                                                                                                                                                                                                                                                                                                                           |   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |   |   |                                                                                                               |  |  |
|------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|---|---------------------------------------------------------------------------------------------------------------|--|--|
| 8                                                                                                                                  | 7                                                                                                                                                                                                                                                                                                         | 6 | 5                                                                                                                                                                                                                                                                                                                                                                                                                         | 4 | 3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 2 | 1 |                                                                                                               |  |  |
| THREE PHASE WIRING FOR ASCO® 300 SERIES TRANSFER SWITCHES (D3ATS/D3NTS) 30, 70, 104, 150, 200, & 230 AMPERES WITH GROUP G CONTROLS |                                                                                                                                                                                                                                                                                                           |   |                                                                                                                                                                                                                                                                                                                                                                                                                           |   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |   |   |                                                                                                               |  |  |
| GENERAL INFORMATION                                                                                                                |                                                                                                                                                                                                                                                                                                           |   |                                                                                                                                                                                                                                                                                                                                                                                                                           |   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |   |   |                                                                                                               |  |  |
| D                                                                                                                                  | THIS WIRING APPLIES TO 300 SERIES TRANSFER SWITCHES THAT UTILIZE THE "D" FRAME POWER TRANSFER SWITCH RATED 30 - 230 AMPERES.                                                                                                                                                                              |   | COMMON ALARM & NOT IN AUTO SIGNALING FEATURES                                                                                                                                                                                                                                                                                                                                                                             |   | NON-AUTOMATIC (MANUAL) OPERATION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |   |   |                                                                                                               |  |  |
|                                                                                                                                    | THE GROUP G CONTROLLER PROVIDES EITHER AUTOMATIC (D3ATS) OR NON-AUTOMATIC (MANUAL) (D3NTS) OPERATION BASED ON ITS FACTORY SETTING ACCORDING TO THE CUSTOMER ORDER REQUIREMENTS.                                                                                                                           |   | A SET OF FORM C CONTACTS IS PROVIDED ON THE GROUP G CONTROLLER AS "OP1". THE FEATURE SETTING OF "OP1" CAN BE SET TO OPERATE THE CONTACTS AS A "NOT IN AUTO" SIGNAL.                                                                                                                                                                                                                                                       |   | TRANSFER SWITCH ASSEMBLIES FACTORY SET FOR NON-AUTOMATIC OPERATION PROVIDE USER INITIATED, ELECTRICAL OPERATION OF THE TRANSFER SWITCH TO EITHER AVAILABLE SOURCE. THE TRANSFER SWITCH ASSEMBLY IS PHYSICALLY IDENTICAL TO THAT OF THE AUTOMATIC TYPE.                                                                                                                                                                                                                                                                                                                             |   |   |                                                                                                               |  |  |
|                                                                                                                                    | THE TYPE OF TRANSFER SWITCH PROVIDED CAN BE DETERMINED FROM THE PRODUCT IDENTIFICATION MARKINGS LOCATED ON BOTH THE POWER TRANSFER SWITCH AND THE COVER OF THE GROUP G CONTROLLER.                                                                                                                        |   | WHEN "OP1" IS SET FOR "NOT IN AUTO", THE OUTPUT CONTACTS CHANGE POSITION WHEN THE TRANSFER IS BEING INHIBITED FROM TRANSFERRING TO THE EMERGENCY SOURCE (FEATURE 34B) OR THE TRANSFER SWITCH HAS BEEN SET FOR NON-AUTOMATIC (MANUAL) OPERATION.                                                                                                                                                                           |   | WHEN THE TRANSFER SWITCH IS SET FOR NON-AUTOMATIC OPERATION, A CUSTOMER PROVIDED SELECTOR SWITCH MAY BE USED TO OPERATE IT FROM A REMOTE LOCATION.                                                                                                                                                                                                                                                                                                                                                                                                                                 |   |   |                                                                                                               |  |  |
|                                                                                                                                    | ALL OPERATIONAL SETTINGS AND SEQUENCES OF THE GROUP G CONTROLLER AND ITS RELATED ACCESSORIES (HARDWARE ACCESSORIES 18RX AND 18RX-EXP) ARE PROVIDED IN THE USER'S GUIDE. ASCO GROUP G CONTROLLER FOR AUTOMATIC & NON-AUTOMATIC TRANSFER SWITCHES, PART NUMBER 381333-400.                                  |   | WHEN OPTIONAL ACCESSORY 11BE "SOFTWARE BUNDLE" IS PART OF THE TRANSFER SWITCH ASSEMBLY, "OP1" MAY ALTERNATIVELY SET FOR A "COMMON ALARM SIGNAL". THE "OP1" CONTACTS CHANGE POSITION WHEN A "COMMON ALARM" IS NOT PRESENT AND RESET WHEN A "COMMON ALARM" CONDITION IS PRESENT. THE "COMMON ALARM" SIGNAL CONDITIONS ARE SELECTABLE.                                                                                       |   | REMOTE CONTROL FEATURES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |   |   |                                                                                                               |  |  |
| C                                                                                                                                  | INFORMATION FOR INSTALLATION AND TESTING OF THE TRANSFER SWITCH IS PROVIDED IN THE INSTALLATION MANUAL, ASCO 3ATS & 3NTS, D-DESIGN 30-230 A TRANSFER SWITCHES, PART NUMBER 381333-402.                                                                                                                    |   | ADDITIONAL "COMMON ALARM" AND "NOT IN AUTO" CONTACTS ARE AVAILABLE WHEN OPTIONAL ACCESSORY 18RX (RELAY EXPANSION MODULE) IS INCLUDED IN THE TRANSFER SWITCH ASSEMBLY. OUTPUT CONTACTS "OP2 AND/OR OP3" WILL PROVIDE SIGNAL FUNCTIONS WHEN THE FEATURE SETTING OF EACH IS SET TO OPERATE AS "COMMON ALARM" OR "NOT IN AUTO".                                                                                               |   | THE FOLLOWING CONTROL PANEL INPUTS PROVIDE REMOTE CONTROL FUNCTIONS FOR THE TRANSFER SWITCH. EACH FUNCTION CAN BE IMPLEMENTED BY THE CUSTOMER PROVIDING THE FORM OF CONTROL DESCRIBED. EACH CONTROL CONTACT MUST BE SUITABLE FOR A 5 VDC LOW ENERGY CIRCUIT.                                                                                                                                                                                                                                                                                                                       |   |   |                                                                                                               |  |  |
|                                                                                                                                    | ENGINE CONTROL CONTACTS                                                                                                                                                                                                                                                                                   |   | CONTACTS ARE RATED 5 AMPS RESISTIVE AT 30 VDC MAXIMUM, 100 mA AT 5 VDC MINIMUM.                                                                                                                                                                                                                                                                                                                                           |   | EXTERNAL FEATURE 17: REMOTE TRANSFER TO EMERGENCY FEATURE (FOR AUTOMATIC TRANSFER TYPE ONLY) - REQUIRES A CUSTOMER SUPPLIED, NORMALLY CLOSED CONTACT. OPENING OF THE CONTACT CAUSES ENGINE START AND TRANSFER TO THE EMERGENCY SOURCE. RE-CLOSURE OF THE CONTACT ACTIVATES THE FEATURE 3A "RETRANSFER TO NORMAL (IF JUST TEST) TIME DELAY PRIOR TO RETRANSFER. IN THE EVENT THAT THE EMERGENCY SOURCE FAILS WHILE THE TRANSFER SWITCH IS CONNECTED TO EMERGENCY AND THE CUSTOMER SUPPLIED CONTACT IS OPEN, THE TRANSFER SWITCH WILL AUTOMATICALLY RETRANSFER TO THE NORMAL SOURCE. |   |   |                                                                                                               |  |  |
|                                                                                                                                    | ONE SET OF FORM C CONTACTS "NP" (FEAT. 1 NC, FEAT. 8 NO) THAT CHANGE POSITION ON EXPIRATION OF THE FEATURE 1C - OVERRIDE MOMENTARY NORMAL SOURCE OUTAGES TIME DELAY, AND RESET ON EXPIRATION OF THE FEATURE 2E ENGINE COOLDOWN TIME DELAY.                                                                |   | REFER TO USER'S GUIDE, ASCO GROUP G CONTROLLER FOR AUTOMATIC & NON-AUTOMATIC TRANSFER SWITCHES, PART NUMBER 381333-400 FOR SETTING INFORMATION.                                                                                                                                                                                                                                                                           |   | EXTERNAL FEATURE 6B: REMOTE BYPASS OF RETRANSFER TO NORMAL TIME DELAY - REQUIRES A CUSTOMER SUPPLIED, NORMALLY CLOSED CONTACT. OPENING OF THE CONTACT BYPASSES FEATURE 3A RETRANSFER TO NORMAL DELAY IF ACTIVE.                                                                                                                                                                                                                                                                                                                                                                    |   |   |                                                                                                               |  |  |
|                                                                                                                                    | AN AUXILIARY CONTACT THAT IS CLOSED WHEN THE TRANSFER SWITCH IS CONNECTED TO THE EMERGENCY SOURCE, IS CONNECTED ACROSS THE NC CONTACT (FEATURE 7).                                                                                                                                                        |   | USE OF AN EXTERNAL POWER SUPPLY IS USEFUL WHEN REQUIRED TO EXTEND THE FOLLOWING CONTROLLER TIME DELAYS BEYOND 6 SECONDS:                                                                                                                                                                                                                                                                                                  |   | REFER TO USER'S GUIDE, ASCO GROUP G CONTROLLER FOR AUTOMATIC & NON-AUTOMATIC TRANSFER SWITCHES, PART NUMBER 381333-400 FOR SETTING INFORMATION.                                                                                                                                                                                                                                                                                                                                                                                                                                    |   |   |                                                                                                               |  |  |
| B                                                                                                                                  | AN ADDITIONAL SET OF ENGINE STARTING CONTACTS ARE AVAILABLE ON THE GROUP G CONTROLLER WHEN THE FEATURE SETTING OF THE CONTROLLER OUTPUT CONTACTS "OP1" IS SET TO OPERATE AS "NP".                                                                                                                         |   | EXTERNAL POWER SUPPLY COMPATIBILITY                                                                                                                                                                                                                                                                                                                                                                                       |   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |   |   |                                                                                                               |  |  |
|                                                                                                                                    | ADDITIONAL, OPTIONAL ENGINE STARTING CONTACTS "NP2" ARE AVAILABLE WHEN OPTIONAL ACCESSORY 18RX (RELAY EXPANSION MODULE) IS INCLUDED IN THE TRANSFER SWITCH ASSEMBLY. OUTPUT CONTACTS "OP2" AND/OR "OP3" PROVIDE THE ENGINE STARTING FUNCTION WHEN THE FEATURE SETTING OF EACH IS SET TO OPERATE AS "NP2". |   | FEATURE 1C - OVERRIDE MOMENTARY NORMAL SOURCE OUTAGES                                                                                                                                                                                                                                                                                                                                                                     |   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |   |   |                                                                                                               |  |  |
|                                                                                                                                    | CONTACTS ARE RATED 5 AMPS RESISTIVE AT 30 VDC MAXIMUM, 100 mA AT 5 VDC MINIMUM.                                                                                                                                                                                                                           |   | AN EXTERNAL POWER SUPPLY IS ALSO USEFUL WHEN THE TRANSFER SWITCH IS USED WITH COMMUNICATIONS FEATURES BY ENABLING THE CONTROLLER TO CONTINUE COMMUNICATING.                                                                                                                                                                                                                                                               |   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |   |   |                                                                                                               |  |  |
|                                                                                                                                    | REFER TO USER'S GUIDE, ASCO GROUP G CONTROLLER FOR AUTOMATIC & NON-AUTOMATIC TRANSFER SWITCHES, PART NUMBER 381333-400 FOR SETTING INFORMATION.                                                                                                                                                           |   | AN EXTERNAL POWER SOURCE MAY BE PROVIDED TO THE CONTROLLER, UNTIL THE NORMAL SOURCE OR EMERGENCY SOURCE IS AVAILABLE, BY USE OF:                                                                                                                                                                                                                                                                                          |   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |   |   |                                                                                                               |  |  |
| A                                                                                                                                  | LOAD DISCONNECT FEATURE                                                                                                                                                                                                                                                                                   |   | OPTIONAL ACCESSORY 1UP (UNINTERRUPTIBLE POWER SUPPLY MODULE) OR                                                                                                                                                                                                                                                                                                                                                           |   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |   |   |                                                                                                               |  |  |
|                                                                                                                                    | FEATURE 31: INCLUDES SUB-FEATURES 31F, 31G, 31M, 31N                                                                                                                                                                                                                                                      |   | EXTERNAL 24 VDC POWER SUPPLY *1C*                                                                                                                                                                                                                                                                                                                                                                                         |   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |   |   |                                                                                                               |  |  |
|                                                                                                                                    | A SET OF FORM C CONTACTS ARE PROVIDED ON THE GROUP G CONTROLLER AS "OP1". WHEN THE FEATURE SETTING OF "OP1" IS SET TO OPERATE THE CONTACTS AS "FEATURE 31", THE TIME DELAY SETTINGS OF THE SUB-FEATURES ARE AVAILABLE.                                                                                    |   | AN EXTERNAL 24 VDC POWER SUPPLY MAY BE USED TO POWER THE CONTROLLER WHEN ACCESSORY 18RX (RELAY EXPANSION MODULE) IS INCLUDED IN THE TRANSFER SWITCH ASSEMBLY. OUTPUT CONTACTS "OP2" WILL PROVIDE EXTERNAL 24 VDC POWER SUPPLY FUNCTIONALITY WHEN ITS FEATURE SETTING IS SET TO OPERATE AS "1C". ADDITIONALLY, JUMPERS MUST BE RECONFIGURED ON ACCESSORY 18RX (RELAY EXPANSION MODULE) TO ENABLE THIS FUNCTION AS FOLLOWS: |   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |   |   |                                                                                                               |  |  |
|                                                                                                                                    | "OP1" CAN BE SET TO OPERATE TO PROVIDE THE FOLLOWING FUNCTIONS USING THE TIME DELAY SETTINGS ASSOCIATED WITH EACH SUB-FEATURE:                                                                                                                                                                            |   | REMOVE JUMPERS "J1" 1-2 & "J1" 3-4<br>CONNECT JUMPERS "J1" 2-3 & "J1" 4-8                                                                                                                                                                                                                                                                                                                                                 |   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |   |   |                                                                                                               |  |  |
| NOTES                                                                                                                              |                                                                                                                                                                                                                                                                                                           |   |                                                                                                                                                                                                                                                                                                                                                                                                                           |   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |   |   |                                                                                                               |  |  |
| A                                                                                                                                  | 1. SWITCH SHOWN DE-ENERGIZED CONNECTED TO NORMAL SOURCE.                                                                                                                                                                                                                                                  |   | 2. DEVICE SYMBOLS AND DESIGNATIONS ARE IN ACCORDANCE WITH NEMA PUB. ICS 1, PART 1-101A.                                                                                                                                                                                                                                                                                                                                   |   | 3. INDICATES CUSTOMER CONNECTION POINTS.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |   |   | 4. INDICATES FACTORY CONNECTION POINTS.                                                                       |  |  |
|                                                                                                                                    | 5. CONNECTION POINTS THAT HAVE BOTH CUSTOMER CONNECTIONS AND FACTORY CONNECTIONS ARE SHOWN OPEN AS CUSTOMER CONNECTION POINTS.                                                                                                                                                                            |   | 6. THE TRANSFER UNIT IS MOUNTED ON THE BACK INSIDE SURFACE OF THE ENCLOSURE. THE CONTROL PANEL, AND ANY OPTIONAL ACCESSORIES ARE MOUNTED ON THE INSIDE SURFACE OF THE DOOR.                                                                                                                                                                                                                                               |   | 7. AN OPERATORS MANUAL IS FURNISHED WITH EACH AUTOMATIC TRANSFER SWITCH. REFER TO THIS PUBLICATION PRIOR TO INSTALLATION AND OPERATION OF THE SWITCH.                                                                                                                                                                                                                                                                                                                                                                                                                              |   |   | 8. GROUND STRAP ON CONTROL PANEL IS AFFIXED TO CHASSIS (ENCLOSURE) AT LOWER LEFT CONTROL PANEL MOUNTING STUD. |  |  |
|                                                                                                                                    | CATALOG NUMBER                                                                                                                                                                                                                                                                                            |   | ASCO® CERTIFIED TO S.O.                                                                                                                                                                                                                                                                                                                                                                                                   |   | BY DATE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |   |   | PROJECT NAME:                                                                                                 |  |  |
|                                                                                                                                    | FORM REV G                                                                                                                                                                                                                                                                                                |   | DIAGRAM                                                                                                                                                                                                                                                                                                                                                                                                                   |   | WIRING                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |   |   | THIRD ANGLE PROJECTION                                                                                        |  |  |
| 300 SERIES D3ATS/D3NTS, THREE PHASE 30-230 AMPERS "D" FRAME, GROUP G CONTROLS                                                      |                                                                                                                                                                                                                                                                                                           |   |                                                                                                                                                                                                                                                                                                                                                                                                                           |   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |   |   | COMPUTER GENERATED DRAWINGS                                                                                   |  |  |
| 978741                                                                                                                             |                                                                                                                                                                                                                                                                                                           |   |                                                                                                                                                                                                                                                                                                                                                                                                                           |   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |   |   | 1 OF 6                                                                                                        |  |  |











DCBDCB

A

**JOB NAME & QUOTATION # FEMA Grant Generators Leesburg & SD-23-625944-1-1**

**To**

Date: 11/29/2023

Doug Godbey  
President  
Office/Fax: 877-215- 5522  
C: 386-209-1159  
Doug@santafepower.net  
www.santafepower.net

|             |                  |
|-------------|------------------|
| Proposal No | SD-23-625944-1-1 |
| Reference   |                  |

**SUBJECT: Quotation for FEMA Grant Generators Leesburg**

We are pleased to offer you our quotation **SD-23-625944-1-1** in response to your inquiry .

Prices are provided for ASCO Products. Quoted prices will be valid for 30 days from the date of quotation.

| #1                                            | ATS                                      | AMPS: 0150                                                         | QTY: 4                                                  |
|-----------------------------------------------|------------------------------------------|--------------------------------------------------------------------|---------------------------------------------------------|
| Product                                       | : Series 300                             | Catalog Number                                                     | : D03ATSA30150FGXH,11BE                                 |
| Service Voltage / Hz                          | : 240V/60Hz                              | Optional Accessories                                               | : 11BE                                                  |
| Bypass Isolation                              | : Not Applicable                         | Product Description                                                | : 300 Series, Automatic Open Transition Transfer Switch |
| No. of Switched Poles: 3                      | : 3                                      | Neutral Configuration                                              | : Solid [A]                                             |
| Withstand Rating:                             | : See WCR Table Below                    | No. of Cables & Lug Size                                           | : 1, #14 to 4/0 AWG                                     |
| Frame = D, Switch Rating = 0150, Series = 300 |                                          |                                                                    |                                                         |
| Enclosure                                     | : 4X(H)-UL Type 4X - 304 Stainless Steel | Service                                                            | : Three Phase, 4-wire                                   |
| Extended Warranty                             | : 5 Years -                              | Markings                                                           | :                                                       |
| Shipping to Zip Code                          | :                                        | Included                                                           |                                                         |
| Start Up Price to Zip Code                    | :                                        | Not Included                                                       |                                                         |
| Estimated Shipment Period:                    | :                                        | 23 - 25 Week(s) (after final approval and release to Manufacturer) |                                                         |

| # | ACCESSORY DESCRIPTIONS |                                                                                                                                                                                                                                                                                                                                                                                            |
|---|------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   | Accessory Code         | Description                                                                                                                                                                                                                                                                                                                                                                                |
| 1 | 11BE                   | Adds the following features to the <b>Group G controller</b> : (1) Serial RS-485 Modbus Communications (2) <b>Multi-Schedule Engine Exerciser</b> (3) a 300 Entry Event Log and (4) a common alarm output function. When applied on 3-phase systems it also enables: (1) 3-Phase Emergency Source VLL sensing (2) Phase Rotation Monitoring (3) Emergency Source VLL Unbalance Monitoring. |

|                                                                                        |                                                                                                                           |
|----------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|
| Sub Total - Product Net Price<br>(Excludes Shipping & Handling, Warranty and Start Up) | Included                                                                                                                  |
| Shipping and Handling (Standard Ground) to Zip Code: 32008                             | Included                                                                                                                  |
| Start up Price to zip code :                                                           | Not Included                                                                                                              |
| Extended Warranty                                                                      | Included as indicated in item details table                                                                               |
| Estimated Shipment Period                                                              | 23 - 25 Week(s) (after final approval and release to Manufacturer)<br>(after final approval and release to Manufacturing) |
|                                                                                        |                                                                                                                           |

# City of Leesburg Lake Front City

## Agenda Memorandum

**Item No:** 5.B.2.

**Meeting Date:** December 18, 2023

**From:** Aaliyah Davis, (Purchasing Manager)

**Subject:** Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Amendment 1 to Professional Design Services Agreement with Halff Associates, Inc.; and providing an effective date.

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### Staff Recommendation:

Staff recommends approval of the resolution authorizing execution of Amendment One with Halff Associates, Inc. for additional services to Susan Street Sports Complex Renovation Project in the amount of \$132,440.00.

### Analysis:

This project consists of a complete renovation and rebuild of Susan Street Sports Complex. This Amendment is to provide additional design efforts associated with the new access from U.S. Highway 27, off-site improvements and drainage design, wetland mitigation as well as assistance in property and/or easement acquisition. This concept was presented to the City Commission at the November 13, 2023, meeting and requires additional design changes that were not in the original scope and design of the Susan Street Sports Complex Renovation Project.

### Procurement Analysis:

On February 27, 2023, pursuant to Resolution 11,273, the City Commission approved execution of a Professional Design Services Agreement with Halff Associates, Inc. in which this amendment is being made under the terms of that agreement. Public Works has reviewed the additional services and deemed them necessary to complete the project.

### Options:

1. Approve the Resolution authorizing execution of Amendment One with Halff Associates, Inc.; or
2. Such alternative action as the Commission may deem appropriate.

### Fiscal Impact:

Funds are available in the current Susan Street Sports Complex project budget.

Account No. 031-8125-572-3130  
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  
AMENDMENT 1 TO PROFESSIONAL DESIGN SERVICES AGREEMENT  
WITH HALFF ASSOCIATES, INC.; AND PROVIDING AN EFFECTIVE DATE.**

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

**THAT** the Mayor and City Clerk are hereby authorized to execute an agreement with HALFF ASSOCIATES, INC. whose address is 902 NORTH SINCLAIR AVENUE, TAVARES, FLORIDA 32778, for ADDITIONAL PROFESSIONAL SERVICES FOR SUSAN STREET SPORTS COMPLEX RENOVATION.

**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 18th day of December 2023.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**AMENDMENT ONE TO A  
PROFESSIONAL DESIGN SERVICES AGREEMENT**

**THIS AMENDMENT** is made as of the 18th day of December in the year 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 **HALFF ASSOCIATES, INC.** whose address is 902 North Sinclair Avenue, Tavares, Florida 32778 (hereinafter referred to as the “PROFESSIONAL”).

**WITNESSTH:**

**WHEREAS**, the PROFESSIONAL was selected following a competitive solicitation process to provide professional engineering services to design enhancements and improvements at the Susan Street Sports Complex.

**WHEREAS**, on February 27, 2023, pursuant to Resolution 11273, the CITY and PROFESSIONAL entered into a Professional Design Services Agreement whereas the PROFESSIONAL will provide engineering services for the Susan Street Project (hereinafter referred to as the “Master Agreement”). The Master Agreement is referenced herein as though set forth in full text.

**WHEREAS**, the CITY and the PROFESSIONAL desire to enter into an Amendment (hereinafter referred to as “Amendment”) for additional services on the Susan Street Sports Complex Renovation Project.

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

**1. Recitals.**

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

**2. Scope of Services.**

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

**Project:  
SUSAN STREET SPORTS COMPLEX RENOVATION**

**3. Compensation.**

The PROFESSIONAL shall perform the additional services for an amount of **\$132,440.00**. The cost of these services shall not exceed this amount unless the CITY has executed a written Change Order approving additional Services and additional compensation.

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

**HALFF ASSOCIATES, INC.**

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Its: \_\_\_\_\_  
(Title)

**THE CITY OF LEESBURG, FLORIDA**

By: \_\_\_\_\_  
James A. Burry Jr., Mayor

ATTEST:

\_\_\_\_\_  
J. Andi Purvis, City Clerk



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## ADDITIONAL SERVICES AUTHORIZATION

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**Date:** 2023-12-01

**Authorization No.**  
**Project No.:** 47007.001

**Submitted To:**

Ms. Aaliyah Davis – MBA, FCCM, NIGP-CPPP  
Purchasing Manager  
City of Leesburg  
1851 Griffin Rd.  
Leesburg, FL 34748

**Submitted By:**

Halff Associates, Inc.  
1000 N. Ashley Dr.  
Suite 900  
Tampa, FL 33602

**Project:** Susan Street Sports Complex Renovation

**Services:** The following tasks that have been requested in connection with the above project are beyond the original scope of work and our original Agreement with the City of Leesburg (CLIENT) dated February 22, 2023. This request is in response to the additional design efforts associated with new access from US Highway 27 (14<sup>th</sup> Street), off-site improvements and drainage design, CLIENT generated changes to the preliminary concept drafted to assist in scope development and board approval dated July 2022, final concept dated July 2023, and resulting wetland mitigation as well as assistance in property and/or easement acquisition. Additional client driven design changes not included in the October 30, 2023 approved site plan will be considered an additional service.

Halff Associates, Inc. (HALFF) will assist the CLIENT with the following tasks:

### **DESIGN SCOPE OF SERVICES**

#### **A. Project Management**

- a. Additional coordination meetings with CLIENT to apprise design team of property acquisition, exhibit coordination, additional subconsultants and disciplines necessary to complete the work as outlined in the approved site plan (October 30, 2023) and milestone design reviews for 60%, 90%, and final plans. Management of the project and coordination amongst subconsultants and support services is included within this task.

**FEE: \$7,700**

#### **B. Additional Design Refinement**

- a. Increasing the size of the championship field (from soccer to rugby) will require additional design considerations to accommodate grading, underdrains, surface flows, and coordination with CLIENT and turf manufacturers to accommodate desired playing surface and field size as shown in the approved site plan. Additional design considerations and coordination will be required to include NCAA Rugby specifications and accommodate grading of adjacent improvements to minimize wetland disturbances where possible.

**FEE: \$8,000**

- b. Additional refinement and coordination with the St. Johns River Water Management District (SJRWMD) is anticipated to resolve environmental impacts and off-site drainage improvements.

**FEE: \$10,000**

- c. Offsite drainage improvements and modeling will be required due to field locations as shown in the approved site plan. Stormwater management facilities were previously anticipated to be located on-site.

**FEE: \$5,000**

### **C. Property Acquisition Assistance**

- a. Provide up to four (4) exhibits to the CLIENT to convey the intent of property/easement acquisition.

**FEE: \$4,000**

### **D. New Access Drive Permitting**

- a. FDOT Driveway Permit and Drainage Exemption will now be required as access will be coming from US Highway 27.

**FEE: \$35,000**

- b. Additional design considerations for landscape/hardscape elements above and beyond original planned entrance include median/boulevard entrance, landscaped islands, marquis sign (with animation panel), and parking lot configuration.

**FEE: \$15,000**

### **E. Survey – see Attachment A for parcel reference locations**

- a. Parcel 1 - Topographic survey on 100' grid, show all aboveground utilities, buildings and improvements, locate trees and provide two Sketch & Descriptions.

**Fee: \$8,350**

Sketch & Description

**Fee: \$1,265**

- b. Parcel 4 - Topographic survey on 100' grid, including locating top of pond and edge of water.

**Fee: \$8,700**

Provide bottom elevation of pond

**Fee: \$2,500**

Provide tree survey

**Fee: \$3,650**

## Sketch & Description

**Fee: \$875**

### F. Geotechnical

- a. Drill two (2) Standard Penetration Test (SPT) borings, to a depth of 20 feet below ground surface, within the proposed gathering space and fieldhouse/restroom/concession/ locker room building. Please note that four (4) 20-foot SPT building borings were initially approved, with only two of these borings being utilized, so these two boring locations will bring the total to four 20-foot SPT borings as initially approved.
- b. Drill one (1) additional Standard Penetration Test (SPT) boring, to a depth of 20 feet below ground surface, at the proposed entrance sign location.
- c. Drill five (5) additional Standard Penetration Test (SPT) borings, to a depth of 10 feet below ground surface, within the newly proposed athletic fields. This brings the total number of 10-foot athletic field borings to a total of eighteen, with thirteen being initially approved.
- d. Drill one (1) additional Standard Penetration Test (SPT) boring, to a depth of 10 feet below ground surface, within the proposed dumpster pad area.
- e. Drill four (4) machine auger boring to a depth of 15 feet below ground surface within the proposed stormwater retention area.
- f. Collect one (1) undisturbed tube sample from the proposed stormwater retention pond area and conduct laboratory permeability testing on the undisturbed tube sample.
- g. Perform two (2) pavement section core borings, within the existing paved entrance road to evaluate the composition of the existing pavement section.
- h. Drill three (3) additional manual auger borings to depths of 5 to 7 feet below ground surface within a portion of the rugby athletic field that extends into the southern wetland area.
- i. Prepare a geotechnical report including results of the soil investigations in profile form, evaluation of encountered conditions, estimation of seasonal high groundwater, and geotechnical recommendations for proper site preparation, shallow foundation design, pavement section design, and provide design parameters for the proposed stormwater retention area.
- j. If the additional scope of work presented herein, or any subsequent geotechnical investigations are requested, and are not performed concurrently with the initially approved scope of work, an additional drilling mobilization fee of \$500.00 per occurrence, will be added to the amount invoiced.
- k. Estimated Cost Per Additional Boring
  - i. 20-foot SPT boring **\$300.00**
  - ii. 10-foot SPT boring **\$150.50**
  - iii. 15-foot machine auger boring **\$200.00**
  - iv. 7-foot manual auger boring **\$85.00**

### I. Additional Services

- i. If the drilling portion of this investigation must be performed before or after

normal business hours or on weekends, a daily fee of **\$875.00** will be added to this fee estimate.

- ii. this estimate assumes that public and private utilities will be located by others prior to mobilization of drilling equipment and personnel to this site. If underground utility locate services are required to clear/mark underground utilities prior to drilling, an additional fee of **\$2,750.00** per day (estimate of 1 to 1.5 days) will be added to this fee estimate.

## **G. SJRWMD Environmental Resource Permit (ERP)**

- a. Schedule and attend a virtual pre-application meeting with the SJRWMD to discuss the proposed development, wetland impacts, permitting requirements, and any required mitigation.
- b. 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.
- c. 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.
- d. Assist the CLIENT and coordinate in the preparation and submittal of an ERP application which will include wetland assessments and supporting environmental narrative.
- e. Schedule and attend a maximum of one (1) field meeting with representatives of SJRWMD to review the wetland line, the condition of wetlands proposed to be impacted, and the associated UMAM assessment to negotiate the appropriate wetland compensation, if required.
- f. Respond to two (2) requests for additional information from SJRWMD regarding the ERP application prepared and submitted pursuant to this Task.
- g. 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.

**Fee: \$12,000**

### **a. FDEP WOTUS Determination**

- i. Prepare and submit an Approved Jurisdictional Determination (AJD) Form and supporting documentation to FDEP.
- ii. Schedule and attend a maximum of one (1) field meeting with representatives of FDEP to review the wetlands and assess the jurisdictional status in support of a No Permit Required determination

**Fee: \$4,000**

**b. FDEP – Section 404 Individual Permit (If Required)**

If the onsite wetlands are determined to be WOTUS pursuant to the above task, any necessary wetland impacts will require federal approval via the 404 permitting process. This task assumes that wetland impacts would cumulatively be greater than 0.5 acre.

- i. Schedule and attend a virtual pre-application meeting with the USACE to discuss the proposed development, impacts, permitting requirements, and any required mitigation.
- ii. Assist and coordinate with the preparation of drawings showing the proposed total plan of development, the wetland impacts and any required wetland impact compensation.
- iii. Accompany a representative of the USACE to the field to verify the wetland delineations. The current policy and practice of the USACE is to not conduct site verification until after receipt of an application
- iv. A wetland functional assessment will be performed for all proposed wetland impacts by utilizing baseline data and the Uniform Mitigation Assessment Methodology (UMAM) (Chapter 62-345, F.A.C.). UMAM will be used 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 may be evaluated.
- v. Complete an evaluation of the potential impact of the project on federally protected species.
- vi. Assist and coordinate in the preparation and submittal of an Individual 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, and, if required, efforts to demonstrate avoidance and minimization of wetland impacts. An Alternatives Sites Analysis, Alternative Site Plan Analysis, Cumulative Impact Analysis, and discussion of consistency with the USACE's 2008 Mitigation Rule will also be provided. Note that the Alternative Site Plan Analysis may require local boat usage characteristics to support the proposed size of the docking facility. It is assumed the Client will provide any data associated with local boating usage.
- vii. Schedule and attend a maximum of one (1) field meeting with representatives of the USACE to review the condition of wetlands proposed to be impacted and the associated UMAM assessment in order to negotiate the appropriate wetland compensation, if required.
- viii. Respond to up to two (2) requests for additional information from the USACE regarding the Individual Permit application prepared and submitted pursuant to this Task.
- ix. As a part of the application review, the USACE will solicit comments from the US Fish and Wildlife Service (USFWS), the National Marine Fisheries Service (NMFS) and the US Environmental Protection Agency (EPA). HALFF will respond to two (2) sufficiency responses from each of these commenting agencies in support of the application. Note that this task assumes that no additional research or field data collection/surveys will be required to address any received comments.

**Fee: \$15,000**

**c. Wetland Delineation – Supplemental (If Required)**

- i. Review the Project Site during a single day site to assess and flag the boundaries of all wetlands and surface waters that may exist within the proposed access area located outside the original project limits. The delineation will be completed 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.

**Fee: \$5,000**

**Method of Billings/Payments:** **\$132,440.00** Lump Sum (% Complete Plus Reimbursable Expenses, does not include “if required” services listed above)

Lump Sum Fees and/or Hourly Fees do not include Reimbursable Expenses directly associated with this project (travel, mileage, reproduction, supplies, and other non-labor reimbursable costs). Reimbursable Expenses will be invoiced at their direct cost-plus fifteen percent (15%) for handling but will not exceed **\$5,000.00** without prior written authorization.

Lump Sum fees will be invoiced monthly based on the status of each task (percent complete). Hourly Services will also be invoiced monthly based on the individual salary costs cover overhead and profit (salary costs include the individual's raw labor cost and fringe benefit costs).

**CLIENT'S RESPONSIBILITIES**

- Payment of impact, review, and permitting fees.
- Provide HALFF with information, agreements, and/or restrictions that may be in effect on the property and impact the design guidelines or criteria for the project.
- The CLIENT shall provide HALFF with access to the site for activities necessary for the performance of the services. HALFF will take precautions to minimize damage due to these activities but have not included in the fee the cost of restoration of resulting damage.

**SCHEDULE**

Upon receipt of a fully executed copy of this Agreement, HALFF shall perform its services and discharge the obligations imposed upon us in a prompt and timely manner and as expeditiously as is consistent with professional skill and care and the orderly progress of the work. We also acknowledge that the CLIENT is to be regularly and routinely consulted in connection with the performance hereunder.

**COMPENSATION**

Our fees for the described services are outlined in the following table. Hourly Services will be invoiced monthly based on the individual salary costs times 2.3 to cover overhead and profit (salary costs include the individual's raw labor cost and fringe benefit costs).

**ADDITIONAL / EXCLUDED SERVICES**

Services authorized in writing by the CLIENT other than those specifically listed in the Scope of Services, and which are agreed to be performed by HALFF by written addenda to this Agreement,

shall be considered Additional Services for which the CLIENT shall compensate HALFF at an agreed upon lump sum fee or the HALFF current hourly rates for the actual personnel involved in the tasks (see attached Hourly Rate Schedule). Additional Services may include, but not be limited to, the following items:

1. 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. Additional meetings not identified in the project scope of services.
5. 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. Negotiations with adjacent property owners.

This Agreement constitutes our understanding of the required Additional Services and our relationship under this project, and may only be modified in writing, signed by both parties. Other terms and conditions contained in our original Agreement signed by the Parties and/or dated February 22, 2023, and amendments relating thereto and executed by the Parties since the said date will remain in effect. The signature below authorizes the work herein described and does so on behalf of the Signatory and on behalf of the Owner of the land or property upon which the work is to be performed, and warrants that he/she has authority to sign this Agreement on behalf of the Signatory and on behalf of the Owner of the land.

**HALFF ASSOCIATES, INC**

**Accepted and Approved By:**

\_\_\_\_\_  
Martin Steffen, PLA                      Date  
PLA Team Leader

\_\_\_\_\_  
(Client Signature)                      Date



This has been excluded from this scope of services per client direction



# City of Leesburg Lake Front City

## Agenda Memorandum

**Item No:** 5.B.3.

**Meeting Date:** December 18, 2023

**From:** Aaliyah Davis, (Purchasing Manager)

**Subject:** Purchase request by the Recreation Department for the Splash Pad flooring replacement.

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### Staff Recommendation:

Staff recommends approval of the purchase request to replace the Splash Pad flooring for an amount of \$85,644.01.

### Analysis:

The purpose of this purchase request is to resurface the 2004 Splash Pad. Life Floor includes a five (5) year warranty which includes ultraviolet (UV) and chemical resistance with a higher life expectancy in higher UV areas such as Florida. Life Floor is the only NSF/ANSI/CAN 50 certified aquatic safety surfacing. Life Floor has recognized Inside Edge Safety Surfaces as the sole source installer and distributor and Inside Edge is the only installer in the United States who is authorized to install and offer the full five-year warranty on product and 2-year warranty on installation compared to a 1-year product warranty on other flooring not specified to this standard and quality.

### Procurement Analysis:

The Procurement Division recommends the competitive solicitation process be waived as this is a sole source purchase. Life Floor is the sole provider of Life Floor Ripple 2.0 and has partnered with Inside Edge Safety Surfaces as the only provide for installation nationwide. The supporting letter from Life Floor is attached.

### Options:

1. Approve purchase to Life Floor for a total of \$85,644.01; or
2. Such alternative action as the Commission may deem appropriate.

### Fiscal Impact:

Funds are included in the FY 24 Capital Projects Fund for this project.

|             |                   |
|-------------|-------------------|
| Account No. | 031-8125-572-6310 |
| Project No. | 310081            |
| WF No.      | WF1519996/1       |
| Requisition | 56128             |

|           |              |
|-----------|--------------|
| Budget    | \$125,000.00 |
| Available | \$125,000.00 |





**LIFE**  <sup>®</sup>  
**FLOOR**  
Sole Source No Bid Guide



# INSIDE EDGE SAFETY SURFACES



## PEACE OF MIND

is right around the corner.

Thank you for your interest in the premier aquatic flooring solution for safety and comfort and the only NSF-50 certified flooring solution for aquatic spaces.

As the only Preferred Installation Partner in North America, Inside Edge Safety Surfaces provides an industry leading warranty on both installation and product. And our expertise in site assessment, project management, experienced installation, and post installation care, ensures a worry-free solution.

We appreciate the opportunity to partner with you on this project and to assist in creating a safer more enjoyable environment for your visitors.

**Enclosed, please find our proposal outlining the scope of work, our services, and pricing required to complete the project to your satisfaction.**

Thank you,

**Nathan Miner**

Nathan@safetysurfaces.com

612.281.6825



Account: City of Leesburg, FL

11.09.2023

Location: 610 S. 9th Street Leesburg, FL 34748

Project: Venetian Gardens Splash Pad\_FL

## PROJECT OVERVIEW

### Scope:

- Inside Edge will provide “Preferred” certified labor and materials to install Life Floor at the existing area as per the attached plan.

### Prep Work:

- Inside Edge will demo and remove the existing Life Floor tiles

**\*\*NOTE: City to provide onsite dumpster; none included.**

- Inside Edge will diamond grind the concrete substrate to prepare it to receive new Life Floor.
- Inside Edge will properly clean the surface prior to application of Life Floor and adhesive.

**\*\*NOTE: Concrete repairs and leveling are NOT included; if required, a Change Work Order will be issued.**

### Installation:

- Inside Edge will lay, cut, and adhere Life Floor (2,112 SQ FT not including cutting allowance) in a 5 color random pattern w/ Inlays and Logo optional - design attached below.
- Inside Edge will lay, cut, and adhere Life Floor transitions where needed.
  - **OPTIONAL ADD-ON:** Inside Edge will lay, cut, and adhere Life Floor inlays and custom logo.

### Finishing:

- Inside Edge will wipe down new Life Floor to remove any residual adhesive left on the surface or seams of the tiles.
- Inside Edge will roll the Life Floor tiles down to ensure proper tile adhesion.
- Inside Edge will complete a final quality control check of tile installation and do walk through with Site Supervisor before leaving the project.

#### Items Specifically NOT included:

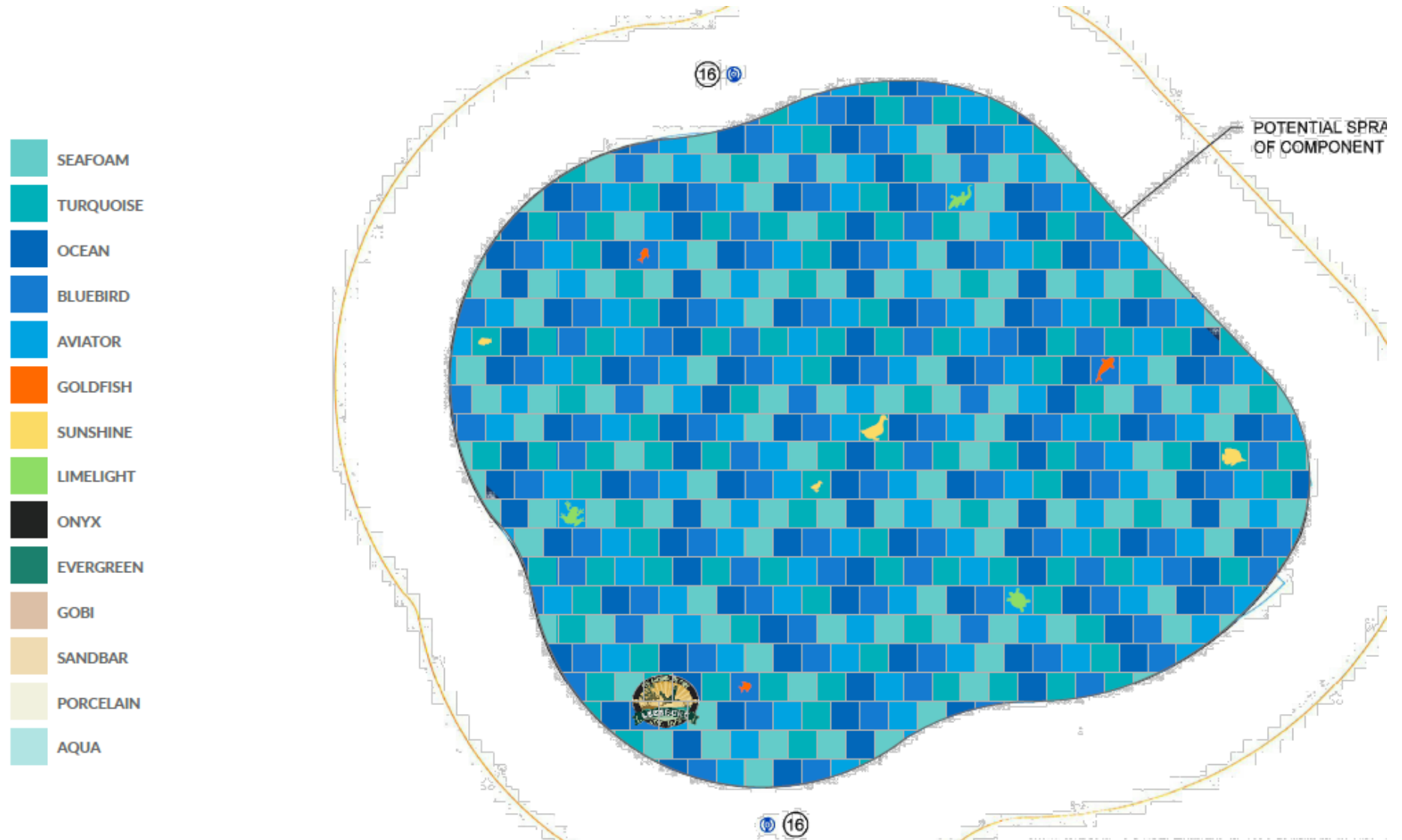
- Bid or Performance Bonds
- Substrate repairs or adjustments
- Dumpster/Offsite Disposal
- Union or Prevailing Wage Rates
- Install below non-accessable playstructures

**\*\*LIFE FLOOR TILES REQUIRE AN 8-WEEK LEAD TIME UPON RECEIPT OF ORDER\*\***

## PROPOSED AREA



## PROPOSED DESIGN



## QUOTE

**\*\*VALID FOR 60 DAYS - 01.08.2024\*\***

| Projects - Labor, Materials, & Shipping                                         | SQ FT | SUBTOTAL           |
|---------------------------------------------------------------------------------|-------|--------------------|
| <b>Venetian Gardens Splash Pad</b>                                              | 2,112 | \$82,244.01        |
| <input type="checkbox"/> TAX - (Uncheck to REMOVE tax if project is tax exempt) |       | \$2,916.59         |
| ***Tax Exempt Certificate Required                                              |       |                    |
| <input checked="" type="checkbox"/> <b>Optional Add: Logo &amp; Inlays</b>      |       | \$3,400.00         |
| <input type="checkbox"/> Add On TAX - (Uncheck to REMOVE)                       |       | \$196.00           |
| ***Tax Exempt Certificate Required                                              |       |                    |
| <b>Total</b>                                                                    |       | <b>\$85,644.01</b> |

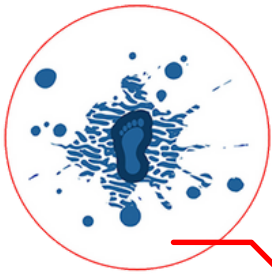


# LIFE FLOOR + SAFETY SURFACES

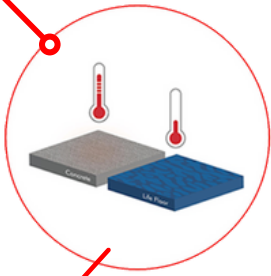
UNPARALLELED PRODUCTS + INSTALLATION EXPERTISE  
PARTNERING TO **MAKE PLAY SAFER**

## LIFE FLOOR PRODUCTS

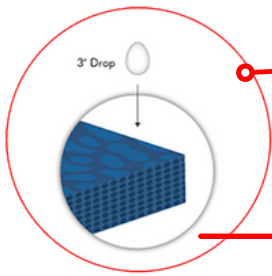
Are a foam-rubber flooring system designed for use in wet areas with barefoot traffic. Created as an alternative to concrete and other conventional materials, Life Floor is the only safety surface especially designed and engineered to perform in aquatic environments.



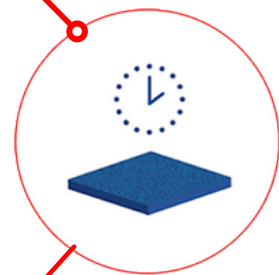
**Unparalleled Traction:** They're slip-resistant without being abrasive, softer for bare feet, and more comfortable to stand on for hours together. This leads to reduced wounds resulting from cutting, scraping, and other laceration-type injuries.



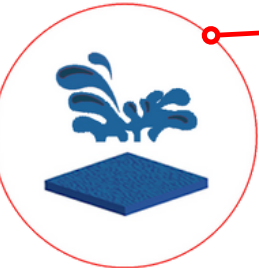
**Burn Prevention:** Unlike concrete, Life Floor tiles don't absorb heat under high summer temperatures, offering UV protection and allowing your guests to play with ease on hot summer days.



**Incredible Cushioning:** Most eggs won't break when dropped from 3 ft. above. Seriously. Not only this, endowed with deeper grooves, the Ripple 2.0 feature reduces hydroplaning on play structures, stair towers, ramps, and zero-depth entries.



**Enhanced Longevity:** Unlike coatings and sealants that need to be professionally reapplied, Life Floor's traction (and cushioning) will last the entire life of the tile, helping you reduce your costs and maximize your investment.



### **Suitable for Aquatic Environments:**

Maintenance made easy. Life Floor's closed-cell technology allows for efficient surface cleaning and is stain, chemical, and water resistant.



# TESTIMONIAL



## MOREY'S PIER CAMP K & BONSAI BEACH

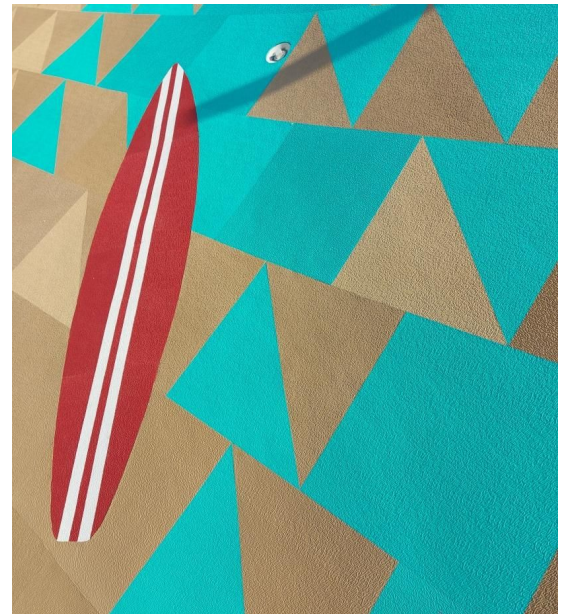
Wildwood, New Jersey

"We were more than happy with the crew that installed the new flooring. The weather definitely threw a wrench in their completion plans, but they were very efficient with working with what they had.

I was very impressed how they were able to turn it around so quickly after a day of drenching rain!!

We are already staking out our next Life Floor installations!"

*-Operations Manager*



## HAMPTON BY HILTON POOL DECK

Alexandria, Minnesota

"We are SO EXCITED to have this new flooring in our pool area!

I know our guests will truly enjoy it as well, especially from a safety standpoint"

*Mary Kay Vanselow-Middendorf*  
*General Manager*

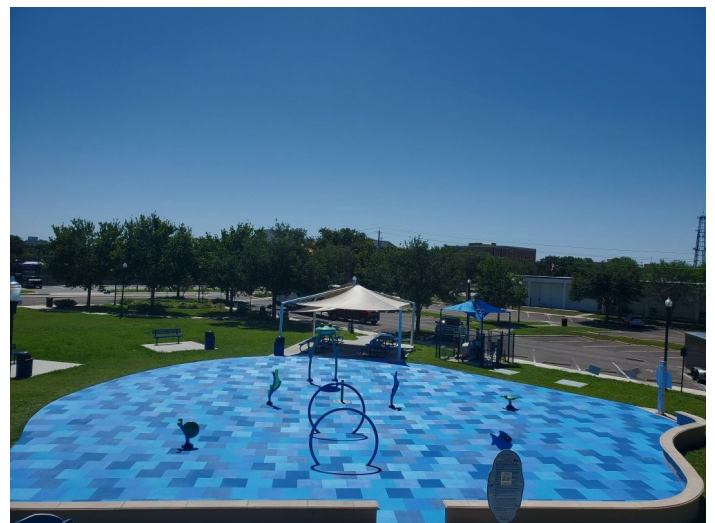
## TRAILHEAD PARK SPLASH PAD

Winter Haven, Florida

"The crew who installed the Life Floor was one of the best we have seen.

They were professional, friendly, clean and the workmanship was exceptional."

*Andy Palmer*  
*Parks Planning & Strategic Initiatives Manager*





## TERMS AND CONDITIONS

1. **GENERAL.** Inside Edge agrees to provide the products (the “Products”) and the installation and other services ordered by Customer (the “Services”) in accordance with these Terms and Conditions, which shall be deemed a part of any Purchase Order and shall be incorporated therein by this reference. If Customer has not otherwise agreed to these Terms and Conditions as a part of a Purchase Order, Customer’s accepting delivery of the Products or making payment therefor will constitute Customer’s acknowledgment of its agreement to these Terms and Conditions. To the extent of any conflict or inconsistency between these Terms and Conditions and the terms and conditions set forth in any Customer purchase order, order confirmation or other document, these Terms and Conditions shall take precedence. If Customer deems any of these Terms and Conditions not to be acceptable, Customer’s sole recourse shall be to cancel Customer’s order by written notice to Inside Edge within five (5) days of receipt of these Terms and Conditions. Any Purchase Order, these Terms and Conditions, and any attachments hereto shall be collectively referred to herein as the “Agreement.”
2. **PAYMENT TERMS.** In consideration of the delivery of the Products and/or performance of the Services, Customer agrees to pay Inside Edge the purchase price as set forth in the Purchase Order. Payment of such purchase price shall be made in U.S. Currency as and when specified in the Purchase Order. If Customer believes that any invoice is incorrect, Customer must notify Inside Edge in writing within twenty (20) days after receipt of the applicable invoice. If Customer does not so notify Inside Edge Customer shall be deemed to have waived the right to further dispute the accuracy of the invoice. If at any time Inside Edge determines that Customer’s financial condition or credit rating does not justify a sale on credit, Inside Edge reserves the right to require advance payment, a personal guarantee and/or other security.
3. **LATE PAYMENT.** All payments not made as and when required hereunder shall bear interest at the rate of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, whichever is less, commencing on the date that the purchase price payment was due pursuant to the terms of the Purchase Order. Delinquent account balances are subject to placement for collection, and Customer shall pay any reasonable fees and expenses incurred by Inside Edge for such collection activities including attorney’s fees. Inside Edge reserves the right to cancel or suspend any outstanding orders upon written notice to Customer in the event of Customer’s failure to make timely payment hereunder.
4. **SHIPMENT.** Delivery will be EXW, Life Floor’s facility (Incoterms 2010) or other point of origin designated by Inside Edge. Inside Edge shall have the right to determine the method of shipment and routing of the Products, unless otherwise agreed in writing. Inside Edge shall not be liable for damages caused by delays in shipping or delivery for any reason whatsoever. Delay in the delivery of any Products hereunder shall not relieve Customer from the obligation to accept and pay for such Products.
5. **SERVICES.** Inside Edge shall have no obligation to perform any installation or other Services except for those specifically identified on the Purchase Order or otherwise agreed in writing by the parties.
6. **EXPRESS LIMITED WARRANTY.** Inside Edge does NOT warranty the product or adhesive provided by Life Floor. See Manufacturer’s warranty. Life Floor® warrants all  $\frac{7}{8}$ ” and  $\frac{3}{8}$ ” thick Life Floor® tiles to be free of defect in workmanship or materials for a term of five (5) years from the date of delivery of the Products (the “Warranty Period”). Life Floor® warrants all  $\frac{3}{16}$ ” thick Life Floor® tile orders for a term of two (2) years from the date of delivery of the Products (the “Warranty Period”). Warranty does not cover color changes of any kind. Life Floor® requires Preferred Installation Partners to warrant all installation services they provide to be free of defects in workmanship and adhesion for a term of two (2) years from the date of completion of the installation of the Products (the “Warranty Period”). Life Floor® requires Certified Installers to warrant all installation services they provide to be free of defects in workmanship and adhesion for a term of one (1) year from the date of completion of the installation of the Products (the “Warranty Period”). If an installation warranty occurs during the Warranty Period, it will be the responsibility of the Installer to repair or replace the tiles. Life Floor® does not warranty installation services.





## TERMS AND CONDITIONS

7. Life Floor's express warranty herein set forth is expressly conditioned upon the proper maintenance, care, and use of the Products. Improper maintenance, care, and/or use (Continued from previous page) of the Products will invalidate the warranty including failure to follow the Life Floor® Recommended Cleaning Process. See Life Floor® owner's manual for further limitations on use.
8. **DISCLAIMER.** Customer acknowledges and agrees that the express warranty set forth in section 7 above is the sole warranty with regard to the products and services. Life Floor® expressly disclaims any other warranty, either express or implied, with respect to the products and services, including but not limited to, their quality, performance, merchantability, or fitness for a particular purpose or customer.
9. **LIMITATION OF LIABILITY.** In no event shall Inside Edge be liable to customer or any third party for any indirect, special, consequential, incidental or punitive damages or lost profits arising out of or related to the products, the services, the agreement or the performance or breach thereof, irrespective of whether liability is asserted in contract, tort, or otherwise or whether Inside Edge has been advised of the possibility thereof. Inside Edge liability to customer under any legal theory shall in no event exceed the purchase price of the applicable products and/or services sold to customer.
10. **FORCE MAJEURE.** Inside Edge shall not be liable for any delays in delivery, or for non-delivery or nonperformance in whole or in part, caused by the occurrence of any contingency beyond the reasonable control of either Inside Edge or its suppliers including but not limited to one or more of the following causes: non-availability or shortage of materials, fire, destruction of plant, strike, labor disputes, epidemic, flood, delay in transportation, war, insurrection, embargo, acts, or demands or requirements of any governmental body. The existence of any such cause or causes of delay shall extend the time of performance to the extent of the resulting delay.
11. **CANCELLATION, COUNTERMAND AND RETURN OF GOODS.** Orders accepted by Inside Edge cannot be cancelled or countermanded, or shipments deferred, or Product returned, except with the prior written consent of Inside Edge and upon such terms that may be reasonably established by Inside Edge.
12. **INDEMNITY.** Customer will defend, indemnify and hold Inside Edge harmless from and against all damages, losses, claims and expenses, including reasonable attorneys' fees incurred by Inside Edge as a result of any breach by Customer of the Agreement, or any violation by Customer of applicable law.
13. **ASSIGNMENT.** The Agreement may not be assigned or delegated by any party without the prior written consent of the other party. The Agreement may only be amended or modified by a writing duly executed by the parties hereto.
14. **SEVERABILITY, WAIVER, AND SURVIVAL.** In case any provision in or obligation under the Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions or obligations shall not in any way be affected or impaired thereby. The waiver of any provision or condition or the breach of any term will not be a waiver of any subsequent breach of the same or any other term or condition. The Agreement constitutes the complete and final integrated agreement between the parties in regard to the specific terms contained herein. All prior negotiations, discussions and representations are merged into the Agreement. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors, and assigns. The acknowledgments, covenants and obligations of the parties set forth in the Agreement shall survive the expiration or termination of the Agreement, unless inapplicable by their terms.
15. **APPLICABLE LAW.** The Agreement shall be interpreted in accordance with the substantive laws of the State of Minnesota, without giving effect to conflict of laws principles. The parties agree that the exclusive venue for any claims or actions arising under or in relation to the Agreement shall be in Hennepin County, Minnesota, or in United States District Court for the District of Minnesota. The parties hereto consent to the personal jurisdiction of such courts and waive any argument that such a forum is not convenient.



To whom it may concern,

Life Floor believes all aquatic environments should be safe and beautiful. We specifically engineer our products to hold up to the harsh conditions of aquatic recreation while providing industry-leading safety and design.

Life Floor  $\frac{3}{8}$ " Ripple 2.0 is the only NSF/ANSI/CAN 50 certified aquatic safety surfacing on the market. This means Life Floor met or exceeded all 6 of the testing criteria for aquatic surfacing as tested and certified by NSF. NSF/ANSI/CAN 50 is the most trusted industry standard for aquatics recreation referenced in over 37 state pool and health codes, and a comprehensive reference in 5 states and Washington D.C.

Life Floor has partnered with Inside Edge Safety Surfaces as the sole source provider for installation nationwide. Their labor force is located strategically throughout the country with an unparalleled dedication to quality and customer service. As a part of our partnership with Inside Edge, we only offer the full 5 year product warranty and 2 year installation warranty if the installation of Life Floor is sourced from Inside Edge.

As such, Life Floor is the sole source for an aquatic safety surface which meets the stringent NSF/ANSI/CAN 50 aquatic safety surfacing standards. Inside Edge is the only installer in the United States who is authorized to install Life Floor and offer the full 5 year warranty on product and 2 year warranty on installation.

Sincerely,

Jonathan Keller  
CEO



To whom it may concern,

Thank you for considering Inside Edge Safety Surfaces as the provider of Life Floor for your community's splash pad surface.

Life Floor ¾" Ripple 2.0 is the only NSF/ANSI/CAN 50 certified aquatic safety surfacing on the market. This means Life Floor met or exceeded all 6 of the testing criteria for aquatic surfacing as tested

and certified by NSF. NSF/ANSI/CAN 50 is the most trusted industry standard for aquatics recreation referenced in over 37 state pool and health codes, and a comprehensive reference in 5 states and Washington D.C.

Life Floor recognizes Inside Edge Safety Surfaces as a sole source provider of installation services, as well distribution services, due to Inside Edge's stringent installer certification process. Inside Edge uses Life Floor certified installers on every project to allow Life Floor to honor the full manufacturer's warranty.

Inside Edge is the only installer in the United States who is authorized to install Life Floor and offer the full 5-year warranty on product and 2-year warranty on installation. (vs the standard 1-year warranty on product warranty and no warranty on installation).

We look forward to doing business with you.

Sincerely,

Shawn Travis  
Program Manager  
[stravis@safetysurfaces.com](mailto:stravis@safetysurfaces.com)

**Regional Sales Manager - East Coast**

MaryAnn Eifert  
maryann.eifert@lifefloor.com  
386-898-2632

**Regional Sales Manager - Midwest**

Holden Bigler-Johnson  
holden.bigler@lifefloor.com  
612-987-7539

**US Headquarters**

solutions@lifefloor.com  
612-567-2813





# SPLASH PADS = PLAYGROUNDS + WATER



Certified to  
NSF/ANSI Standard 50

**Introducing NSF Standard 50:26**  
Interactive Waterplay Venue Surfacing Systems

**LIFE**   
**FLOOR**





# SPLASH PADS = PLAYGROUNDS + WATER

In 2019, after four years of research, testing, and careful deliberation, NSF/ANSI 50 has created a new standard for splash pad surfaces.

This new standard emphasizes slip resistance, impact attenuation, and durability to perform in the aquatic environment.

This standard was created because experts have seen how similar splash pads and playgrounds are. Children use them in similar ways. The success of playground design standards provides an important template for the future of splash pad safety.



***Before 1981,  
many playgrounds  
looked like **this.*****

Unsurprisingly, injuries were common.





## *Today, playgrounds look like **this**.*

In the late 1970s, there were no rules or industry standards when it came to playground safety. **Some 200,000 children visited the emergency room for playground-related injuries annually during the 1970s.**

The industry realized it could do better, and in 1981, the Consumer Product Safety Commission published the **Handbook for Public Playground Safety**. The ASTM published its own guidelines soon after.



## *Over the past 25 years, **splash pads** have appeared everywhere.*

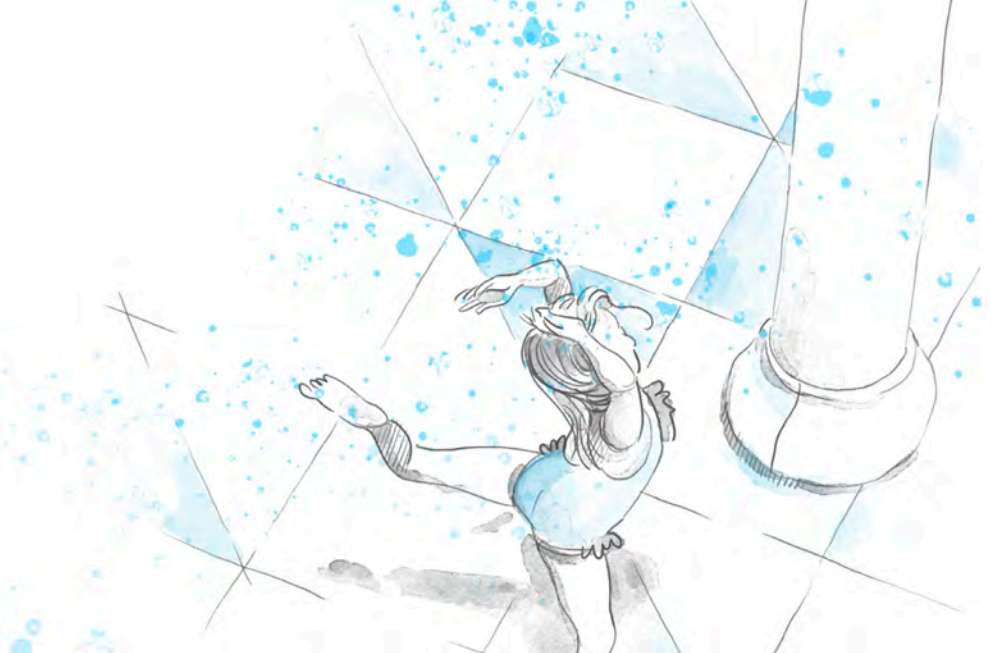
A new kind of play area has joined the playground at local parks: the splash pad.

Unfortunately, in the rush to meet the growing demand, and without a surfacing product durable enough for aquatics, history has repeated itself. Key safety regulations were not immediately created for splash pads. And people have been injured.

According to the National Electronic Injury Surveillance System database, in 2014 alone, there were an estimated **20,000 injuries on pool decks, splash pads, or water parks resulting in an emergency room visit**. All over North America, splash pads have been closed due to safety concerns.





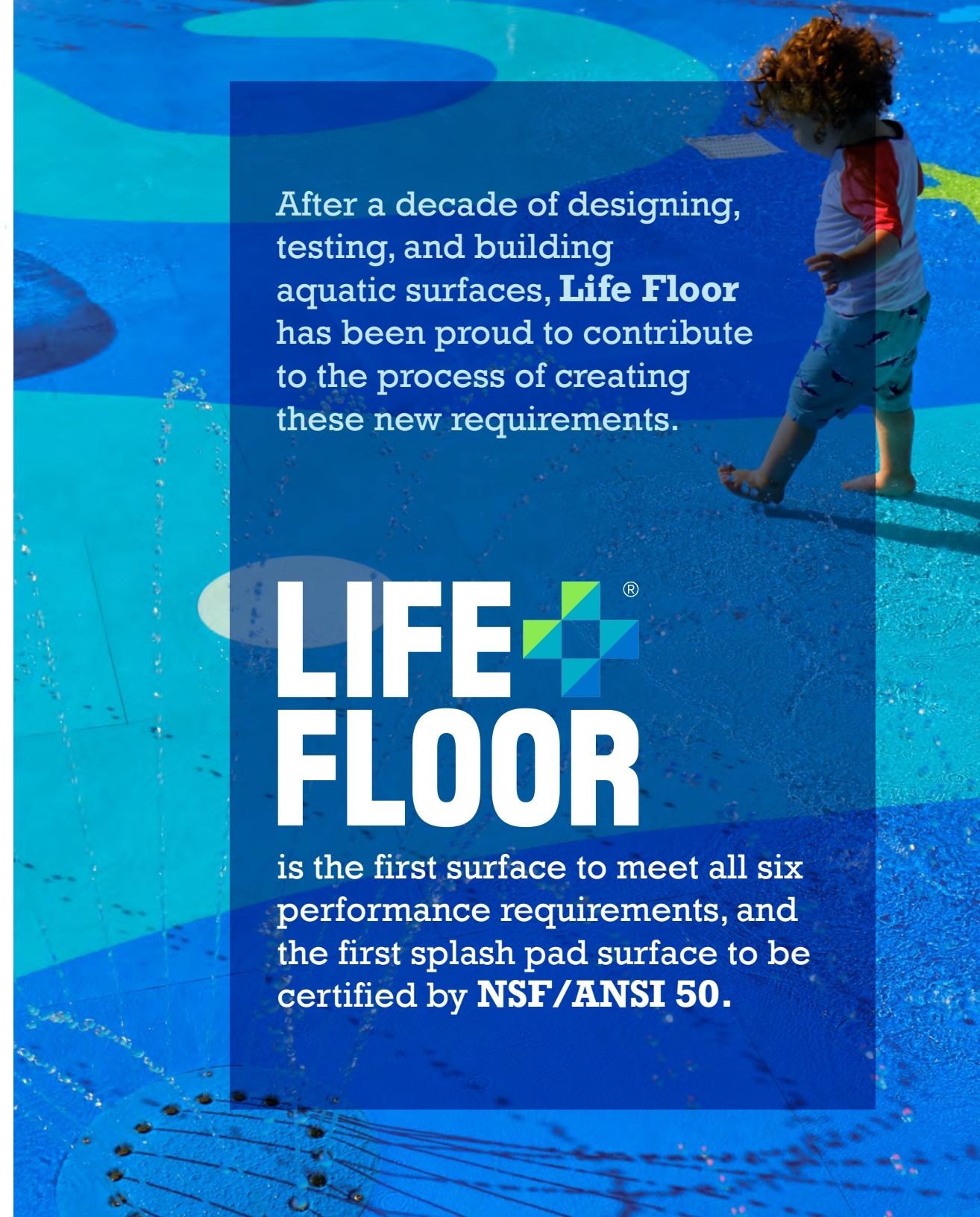


## *A new standard-* **NSF/ANSI 50**

The safety revolution that transformed playgrounds is long overdue for splash pads.

Following years of rigorous testing and research, NSF created **NSF/ANSI 50 (Interactive Water Play Venue Surfacing Systems)**, concluding that for a surface to meet an appropriate standard for splash pad surfacing, it must fill six unique performance-based requirements:

- Slip Resistance
- UV Resistance
- Impact Attenuation
- Cleanability
- Chemical Resistance
- Impermeability



After a decade of designing, testing, and building aquatic surfaces, **Life Floor** has been proud to contribute to the process of creating these new requirements.

**LIFE**  <sup>®</sup>  
**FLOOR**

is the first surface to meet all six performance requirements, and the first splash pad surface to be certified by **NSF/ANSI 50**.



# How is a splash pad surface certified to **NSF/ANSI 50**?

## 1. Slip Resistance

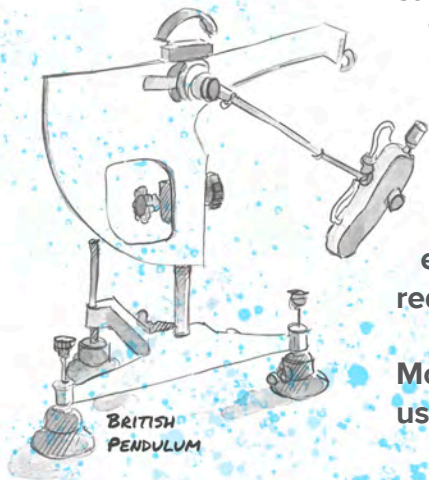
Certified splash pad surfaces must be slip-resisting to minimize slip-and-fall injuries, while providing a minimum level of traction without being abrasive.

A certified surface needs to be independently tested via the **British Pendulum Method**, the most accurate test for simulating real world conditions.

Testing is conducted with three sets of materials: a **controlled sample** as well as **samples exposed to UV light and chemically treated pool water**.

**Life Floor** is certified to this standard, receiving more than a **40 British Pendulum Number (BPN)** and a **P5** on the **Australian Standard**, effectively exceeding the requirements by 50%.

Most of the developed world already uses the British Pendulum Test.



## 2. Impact Absorption

Certified surfaces must be cushioned to absorb inevitable falls. The standard requires a **HIC (Head Injury Criterion) value of 750**, with a **.20 meter minimum fall height**.

Keeping the HIC value below 1000 is key. At a HIC of 1000, there is an 18% probability of a severe head injury, a 55% probability of a serious injury, and a 90% probability of a moderate head injury to the average adult.

The test will include virgin samples as well as samples exposed to UV light and to pool water. Each group of samples would be assembled on a grid, with a **drop test** performed on both the center of a tile, a joint between two adjoining tiles, and a junction where the greatest number of tiles meet.

**Life Floor** is certified to this standard, and exceeds its requirements by 50%.







### 3. *Chemical Resistance*

Certified surfaces must maintain their traction and impact attenuation even after exposure to harsh chemicals.

To determine this, a surface is independently tested by exposing samples to specifically treated water for 100 days, including three elevated chlorine “shock” periods lasting at least 24 hours each.

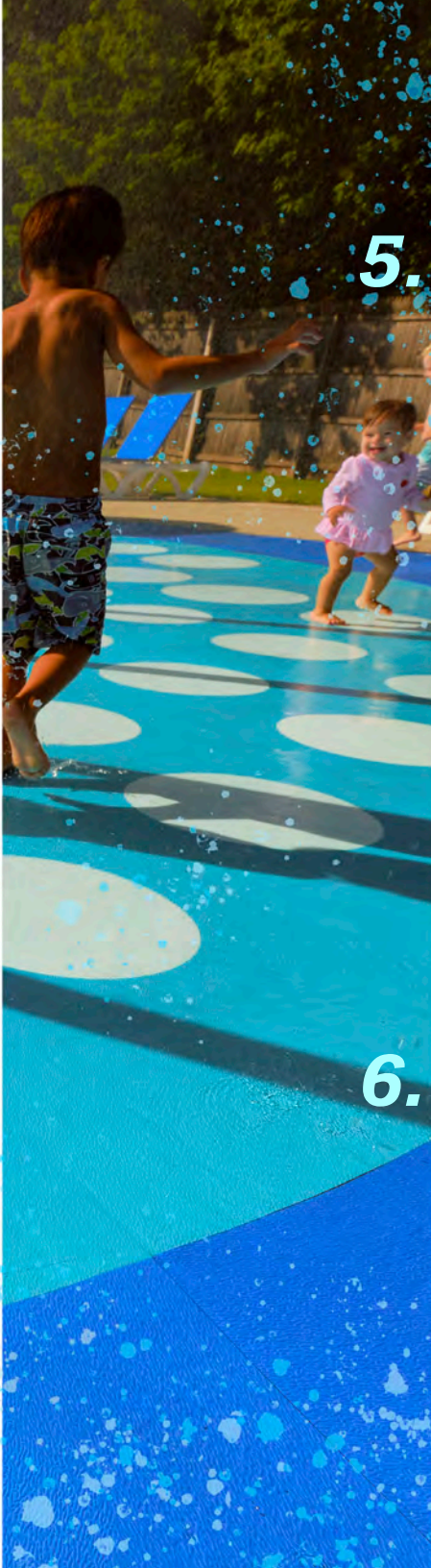
**Life Floor is certified to this chemical resistance standard.** Life Floor maintains both traction and impact attenuation after undergoing this process, and our safety messaging retains its visual clarity.

### 4. *UV Resistance*

Resistance to ultra-violet radiation is essential, as many splash pads experience intense, year-long sun exposure.

To determine UV resistance, a surface is independently tested for 750 hours under a fluorescent UV light in accordance with ASTM G154.

Any erosion is not acceptable if it compromises the surface’s traction and impact attenuation. Safety messaging must also retain visual clarity. **Life Floor is certified to this standard.**



### 5. *Cleanability*

A certified surface must respond well to cleaning and sanitization.

To test cleanability, a dirty slurry with two major bacterial groups found in aquatic environments is applied to the surface and any surface joints. These organisms are then allowed to incubate, with one set of samples kept as a control.

The challenge organisms are first counted before placing the samples in a bleach solution. The organisms are counted again after removal from the solution. **Life Floor is certified to this standard as it demonstrated a 99.9% reduction of organisms after being sanitized.**

This also includes the area between the joints of each tile.

### 6. *Impermeability*

A certified surface must not absorb water.

According to the standard, a surface must be at least as impermeable as concrete, which is rated as 98.3% impervious, based on how much water a sample may absorb over 24 hours.

**Life Floor is certified to this standard and exceeds it, being rated 99.6% impervious**





# FAQS

## What is NSF/ANSI 50?

NSF International is an objective third party certification group that works with industry professionals and stakeholders to provide public health and safety-based risk management solutions. NSF/ANSI 50 are a set of standards that establish minimum performance requirements for equipment, products, and systems related to recreational water facility operation. The NSF/ANSI 50 standards cover much of the equipment that goes in and around recreational water areas (i.e. splash pads, pool decks) including water sanitation, filtering, pumps, and surfacing.

## What are the new standards around safety surfacing within NSF/ANSI 50?

The new standard within NSF/ANSI 50 outlines the performance testing characteristics of a safety surface around “interactive water venues” (which is a term that includes splash pads and areas like splash pads). Specifically, the amount of slip resistance, chemical resistance, impact cushioning, UV resistance, cleanability, and impermeability a surface needs in order to be certified to the standard.

## How does this affect aquatic operators?

Currently, 37 states reference NSF/ANSI 50 and an additional 4 states have counties that reference NSF/ANSI 50. Different state pool codes reference the NSF/ANSI 50 standards, which can be found on this interactive map: [http://www.nsf.org/images/nsf/pools\\_nsf-50\\_map\\_us.jpg](http://www.nsf.org/images/nsf/pools_nsf-50_map_us.jpg)

A list of Canadian providences can be found here: [http://www.nsf.org/images/nsf/pools\\_nsf-50\\_map\\_canada.jpg](http://www.nsf.org/images/nsf/pools_nsf-50_map_canada.jpg)

Additionally, the Model Aquatic Health Code as set out by the CDC has adopted NSF/ANSI 50 standards. In this case, the Model Aquatic Health Code outlines what specifically is mandatory for facilities to adhere to (the code) and the NSF/ANSI 50 standard provides guidelines on how to comply with the code.

## If not mandatory, why should aquatic operators care?

It is always in a facility’s best interest to adhere to NSF standards in terms of both operational excellence and risk mitigation. Meeting NSF standards for sanitation, health and safety provide facilities additional protection from potential lawsuits. The NSF/ANSI 50 standard reduces the chance of injuries. However, should an injury occur, operators can point to the fact that they were operating under the best and safest practices in the industry.

On a product level, using NSF/ANSI 50 certified products takes the guesswork out of finding safe, high-performing products and services for aquatic operators. Independent testing ensures that a product with NSF certification can be trusted to serve public health.

For further information, videos, and more, visit [lifefloor.com/NSF50](http://lifefloor.com/NSF50)

Special thanks to Westfield Memorial Pool.





# LIFE FLOOR

[lifefloor.com/NSF50](https://lifefloor.com/NSF50)

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# City of Leesburg Lake Front City

## Agenda Memorandum

**Item No:** 5.C.1.

**Meeting Date:** December 18, 2023

**From:** Robert Thilmony, (Gas Director)

**Subject:** Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Directive Confirmation and Addendum to the Gas Services Agreement between Florida Gas Utility and the City of Leesburg, Florida, dated October 1, 2000, for the purpose of purchasing a Firm Gas Supply from Black Belt Energy at discount pricing; and providing an effective date.

---

### Staff Recommendation:

Staff recommends accepting and approving the Resolution authorizing the Mayor and City Clerk to execute a Directive to Florida Gas Utility to purchase firm gas supply at discount pricing from Black Belt Energy.

### Analysis:

Florida Gas Utility has shared with the City of Leesburg an opportunity to participate in a natural gas pre-pay transaction initiated by Black Belt Energy. Under this Directive, Black Belt Energy has offered initial discounted pricing of at least .50/DK off Inside Ferc first of month Gas Daily Index for the applicable graphic zone for a 30 year commitment. This allows the City of Leesburg to purchase firm gas quantities the adjustments and variables including repricing at 5-10 year intervals and if volumes fall below .20/DK the City of Leesburg can opt out with no penalty. The approximate savings would be approximately \$73,000.00, a savings passed through to our customers.

### Procurement Analysis:

N/A

### Options:

1. Adopt the Resolution authorizing the Mayor and City Clerk to execute a Directive to Florida Gas as presented; or
2. Such alternative action as the Commission may deem appropriate.

### Fiscal Impact:

A reduction of approximately \$73,000.00 annually in the cost of firm gas which the savings is directly passed through to our customers.



RESOLUTION NO. \_\_\_\_\_

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A DIRECTIVE CONFIRMATION AND ADDENDUM TO THE GAS SERVICES AGREEMENT BETWEEN FLORIDA GAS UTILITY AND THE CITY OF LEESBURG, FLORIDA, DATED OCTOBER 1, 2000, FOR THE PURPOSE OF PURCHASING A FIRM GAS SUPPLY FROM BLACK BELT ENERGY AT DISCOUNT PRICING; 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 the Directive Confirmation and Addendum to the Gas Services Agreement between Florida Gas Utility and the City of Leesburg, Florida, dated October 1, 2000, for the purpose of purchasing a firm gas supply at discount pricing from Black Belt Energy District, for and on behalf of the City of Leesburg, Florida, under the terms provided therein.

**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 18th day of December 2023.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



# LEESBURG

*The Lakefront City*

## Directive Confirmation and Addendum

To: Katie Hall, General Manager & CEO  
Florida Gas Utility

From: City of Leesburg (referred to in this Directive as "Participant")

Subject: Firm Gas Supply Authorization Under Gas Services Agreement – Black Belt Energy Transaction

This directive and authorization ("Directive") is given pursuant to the Gas Services Agreement between Florida Gas Utility ("FGU") and Participant, dated as of October 1, 2000 (the "Agreement") and will constitute an Addendum to the Agreement. The gas to be delivered under this Directive shall, except as otherwise provided herein, be supplied in accordance with Article III of the Agreement.

FGU has shared with Participant information concerning an opportunity to participate in a gas pre-pay transaction initiated by Black Belt Energy ("BBE"). Under the proposal, BBE has offered initial discounted pricing of at least \$0.50/Dth off Inside FERC First of Month Index or Gas Daily Index for the applicable geographic zone, for a 30-year commitment to purchase firm quantities of gas, subject to a number of adjustments and variables, including future bond re-pricings after the first five- to ten-years, that will occur thereafter at approximate five- to ten-year intervals over the term (the "Variable Discount"). If the Variable Discount achieved during any re-pricing period is below \$0.20/Dth (the "Minimum Discount"), then the Participant has the option, but not the obligation, to exercise its right to terminate its participation for any re-pricing period(s) where the Variable Discount is less than the Minimum Discount. BBE also has the right to terminate the gas purchase agreement with FGU under certain circumstances. The detailed terms and conditions of the BBE offer are contained in gas purchase documentation that FGU has previously delivered to Participant (the "BBE Transaction Documentation"). FGU is willing to enter into the BBE Transaction Documentation on behalf of and as agent for Participant, upon Participant's execution of this Directive, and upon receipt of other Directives from other FGU Members wishing to participate in BBE's offer. This Directive will not become effective until FGU executes and enters into the BBE Transaction Documentation.

Participant hereby requests and authorizes FGU to secure firm gas supply on behalf of and as agent for Participant in the following quantities, under the terms and conditions of the BBE Transaction Documentation and the Agreement (the "Transaction"):



# LEESBURG

*The Lakefront City*

**Term:** For a term of 30 years starting on or about April 1, 2024, subject to BBE's termination rights under the BBE Transaction Documentation and Participant's termination rights in the event: 1) that the Minimum Discount is not achieved in any re-pricing period; or 2) that its load requirements are significantly reduced or extinguished.

**Quantity:** Not to exceed 400 Dths per day, firm for all months beginning year one and including year 30 of the Transaction;

Participant will be obligated to take, or pay for, the designated quantity throughout the term, notwithstanding fluctuations in Participant's gas supply requirements as otherwise permitted under Article III of the Agreement. Gas supplies furnished pursuant to this Directive shall constitute a portion of Participant's gas requirements as contemplated in Article III (A) of the Agreement and shall be transported to Participant pursuant to Article II of the Agreement.

**Price:** Variable based on Inside FERC First of Month Index or Gas Daily Index for the applicable geographic zone minus the Variable Discount, which initially shall be at least \$0.50/Dth, portions of which shall be applied on a monthly basis with the remainder applied on an annual basis. About year five to ten and approximately every fifth to tenth year thereafter for the full term, the Variable Discount will be subject to adjustment. Participant shall be obligated to pay a pro rata share of all other costs payable by FGU under the BBE Transaction Documentation as described below.

**Location:** Receipt point(s) in FGT Zone 3 or as otherwise determined by FGU's General Manager in accordance with the BBE Transaction Documentation.

Participant will be required to execute additional documentation in connection with the implementation of the Transaction (such as certificates as to base load percentages and use) and periodically thereafter in accordance with the BBE Transaction Documentation and will be subject to certain limitations on the use of gas purchased under this Directive, all as set forth in the BBE Transaction Documentation.

Participant acknowledges that any quantities purchased by FGU pursuant to this Directive will be purchased under firm contracts and that FGU will be required to take delivery of such quantities. Participant agrees to pay all amounts becoming due with respect to the gas to be delivered under this Directive, in accordance with the terms of the BBE Transaction Documentation and the Agreement, regardless of whether the gas is actually delivered to or used by Participant. Purchaser accepts the risks



# LEESBURG

*The Lakefront City*

and limitations otherwise described in the BBE Transaction Documentation and hereby agrees to pay its share of all costs, expenses and liabilities (including court costs and attorney fees) incurred by FGU in connection with its obligations arising under or in respect of the BBE Transaction Documentation or the transactions contemplated thereby. Furthermore, Participant understands that any claim for adequate assurance that results in a required payment or deposit by FGU, an early termination resulting in early termination costs, or any other costs, incurred by FGU on Participant's behalf because of this Transaction, shall be the responsibility of Participant in accordance with the terms of the Agreement.

This Directive is given as an Addendum to the Agreement for the purchase of a specific supply of gas and shall constitute a contractual obligation of Participant. In the event of a conflict between the terms of the BBE Transaction Documentation, as implemented by this Directive, and the terms of the Agreement, the terms of this Directive and the BBE Transaction Documentation shall control.

  
Authorized Signature

Robert Th. Inouye  
Print Name

11-14-23  
Date



# City of Leesburg Lake Front City

## Agenda Memorandum

**Item No:** 5.C.2.

**Meeting Date:** December 18, 2023

**From:** Andi Purvis, (City Clerk)

**Subject:** Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from The Plantation at Leesburg Homeowners Association, Inc., for the purpose of granting the City an Easement over the property described therein; and providing an effective date.

---

### **Staff Recommendation:**

Staff recommends accepting and approving the Resolution for a Utility Easement from The Plantation at Leesburg Homeowners Association, Inc., for the property described therein.

### **Analysis:**

The Plantation at Leesburg Homeowners Association, Inc. is granting a Utility Easement to the City of Leesburg, Florida for the purpose of construction, installation, repair, maintenance, replacement, and improvement of underground or above ground utilities, including but not limited to water, sewer, reuse water, natural gas, and electricity.

### **Procurement Analysis:**

N/A

### **Options:**

1. Adopt the Resolution accepting and approving the Utility Easement as presented; or
2. Such alternative action as the Commission may deem appropriate.

### **Fiscal Impact:**

None

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ACCEPTING A UTILITY EASEMENT TO THE CITY OF LEESBURG FROM THE PLANTATION AT LEESBURG HOMEOWNERS ASSOCIATION, INC., FOR THE PURPOSE OF GRANTING THE CITY AN EASEMENT OVER THE PROPERTY DESCRIBED THEREIN; AND PROVIDING AN EFFECTIVE DATE.**

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

**THAT** the Utility Easement granted to the City of Leesburg by The Plantation at Leesburg Homeowners Association, Inc. for the purpose of granting the City a Utility Easement over, under, upon, across, through and within the real property described in the document, is hereby accepted.

**THAT** this resolution shall become effective immediately.

**PASSED AND ADOPTED** by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 18th day of December 2023.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

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

### UTILITY EASEMENT

THIS PERMANENT UTILITY EASEMENT ("Easement") is hereby granted by **THE PLANTATION AT LEESBURG HOMEOWNERS ASSOCIATION, INC.**, whose mailing address is 25201 US Highway 27, Leesburg, Florida 34748, ("**GRANTOR**," to **THE CITY OF LEESBURG, FLORIDA**, whose mailing address is P.O. Box 490630, Leesburg, Florida 34749-0630, and its successors and assigns ("**GRANTEE**");

### WITNESSETH:

**THAT GRANTOR**, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto **GRANTEE**, its successors and assigns forever, a perpetual non-exclusive easement for the construction, installation, alteration, operation, repair, maintenance, and replacement of utility improvements, including but not limited to water, wastewater, reclaimed water lines, natural gas and electricity and related facilities (the "**Facilities**"), over, under, upon, across, through and within the following described lands in Lake County, Florida, and referred to hereinafter as the "**Easement Area**" to wit:

**SEE THE SKETCHES OF DESCRIPTION ATTACHED HERETO AS EXHIBIT  
"A" AND EXHIBIT "B"**

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

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

**GRANTOR** warrants and covenants that **GRANTOR** is lawfully seized and in possession of the real property underlying the Easement Area, as specifically described and depicted in Exhibit "A" attached hereto, and has the right to convey this Easement, and that **GRANTEE**, its successors, successors-in-title and assignees shall have quiet and peaceful possession, use, and enjoyment of this Easement. The rights, privileges, and burden of the Easement granted herein shall be a covenant running with the land and the rights and duties shall descend to the parties' successors and assigns. **GRANTEE** shall include **GRANTEE'S** agents, contractors, subcontractors, licensees, franchisees, employees, and other parties associated with Grantee in furtherance of the purposes herein set forth.

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

**WITNESSES:**

**GRANTOR:**

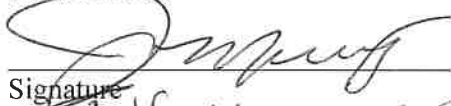
**THE PLANTATION AT LEESBURG  
HOMEOWNERS ASSOCIATION, INC.**



Signature

Gerald Tucker

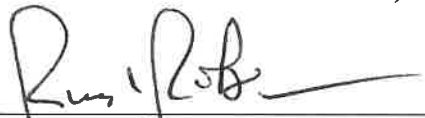
Printed Name



Signature

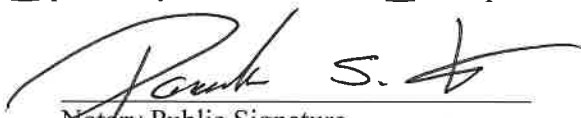
Jeff Murray

Printed Name

By:   
Russell Roberson, President

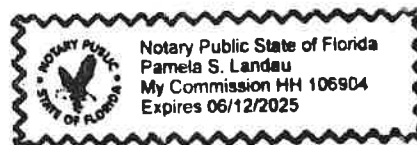
STATE OF Florida  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 5<sup>th</sup> day of December, 2023, by Russell Roberson as President of The Plantation at Leesburg Homeowners Association, Inc., who is ☐ personally known to me or ☐ who produced the following identification:

  
Notary Public Signature  
Pamela S. Landau  
Notary Public Name

My Commission Number: 106904  
My Expiration Date: 6/12/2025

(seal)



# PLAN OF PROPOSED EASEMENT

## LIFT STATION NO. 106, BELLE HELENE

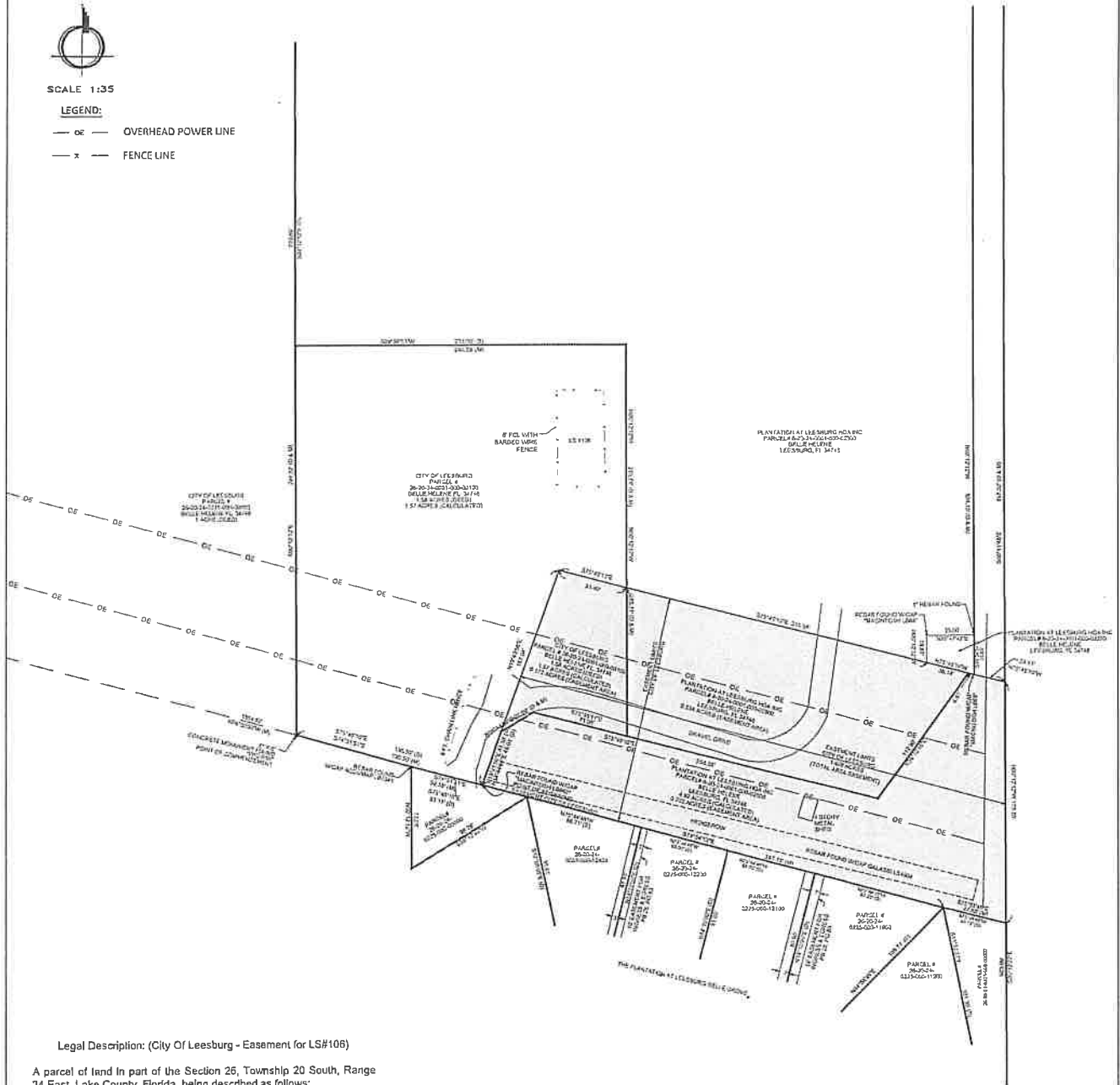
### LEESBURG, LAKE COUNTY, FLORIDA



SCALE 1:35

#### LEGEND:

— OE — OVERHEAD POWER LINE  
— x — FENCE LINE



Legal Description: (City Of Leesburg - Easement for LS#106)

A parcel of land in part of the Section 26, Township 20 South, Range 24 East, Lake County, Florida, being described as follows:

Commence at Southwest corner of FPC (Florida Power Corporation) concrete monument; thence South 74°31'31" East, 130.50 feet to the point of beginning at the Southwestern most corner of the new easement; thence North 19°43'56" East, 167.04 feet; thence South 75°45'10" East, 335.98 feet; thence South 00°12'12" East, 175.55 feet; thence North 75°53'45" West, 47.60 feet; thence North 74°54'13" West, 347.75 feet; to the point of beginning.

Parcel containing 1.408 acres, more or less.

**SITE SURVEY**  
SCALE: 1" = 35'

Exhibit "A"



**SITE MAP**  
SCALE: 1" = 150'

DATUM: FPRN; NAVD 88, NAD 83 FLORIDA EAST STATE PLANE COORDINATES

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| <p>I HEREBY CERTIFY THAT THIS MEASUREMENT SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS FOR SURVEYS, AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS IN CHAPTER 34-17.001, 34-17.002, 34-17.003, 34-17.004, 34-17.005, 34-17.006, 34-17.007, 34-17.008, 34-17.009, 34-17.010, 34-17.011, 34-17.012, 34-17.013, 34-17.014, 34-17.015, 34-17.016, 34-17.017, 34-17.018, 34-17.019, 34-17.020, 34-17.021, 34-17.022, 34-17.023, 34-17.024, 34-17.025, 34-17.026, 34-17.027, 34-17.028, 34-17.029, 34-17.030, 34-17.031, 34-17.032, 34-17.033, 34-17.034, 34-17.035, 34-17.036, 34-17.037, 34-17.038, 34-17.039, 34-17.040, 34-17.041, 34-17.042, 34-17.043, 34-17.044, 34-17.045, 34-17.046, 34-17.047, 34-17.048, 34-17.049, 34-17.050, 34-17.051, 34-17.052, 34-17.053, 34-17.054, 34-17.055, 34-17.056, 34-17.057, 34-17.058, 34-17.059, 34-17.060, 34-17.061, 34-17.062, 34-17.063, 34-17.064, 34-17.065, 34-17.066, 34-17.067, 34-17.068, 34-17.069, 34-17.070, 34-17.071, 34-17.072, 34-17.073, 34-17.074, 34-17.075, 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34-17.986, 34-17.987, 34-17.988, 34-17.989, 34-17.990, 34-17.991, 34-17.992, 34-17.993, 34-17.994, 34-17.995, 34-17.996, 34-17.997, 34-17.998, 34-17.999, 34-18.000, 34-18.001, 34-18.002, 34-18.003, 34-18.004, 34-18.005, 34-18.006, 34-18.007, 34-18.008, 34-18.009, 34-18.010, 34-18.011, 34-18.012, 34-18.013, 34-18.014, 34-18.015, 34-18.016, 34-18.017, 34-18.018, 34-18.019, 34-18.020, 34-18.021, 34-18.022, 34-18.023, 34-18.</p> |  |
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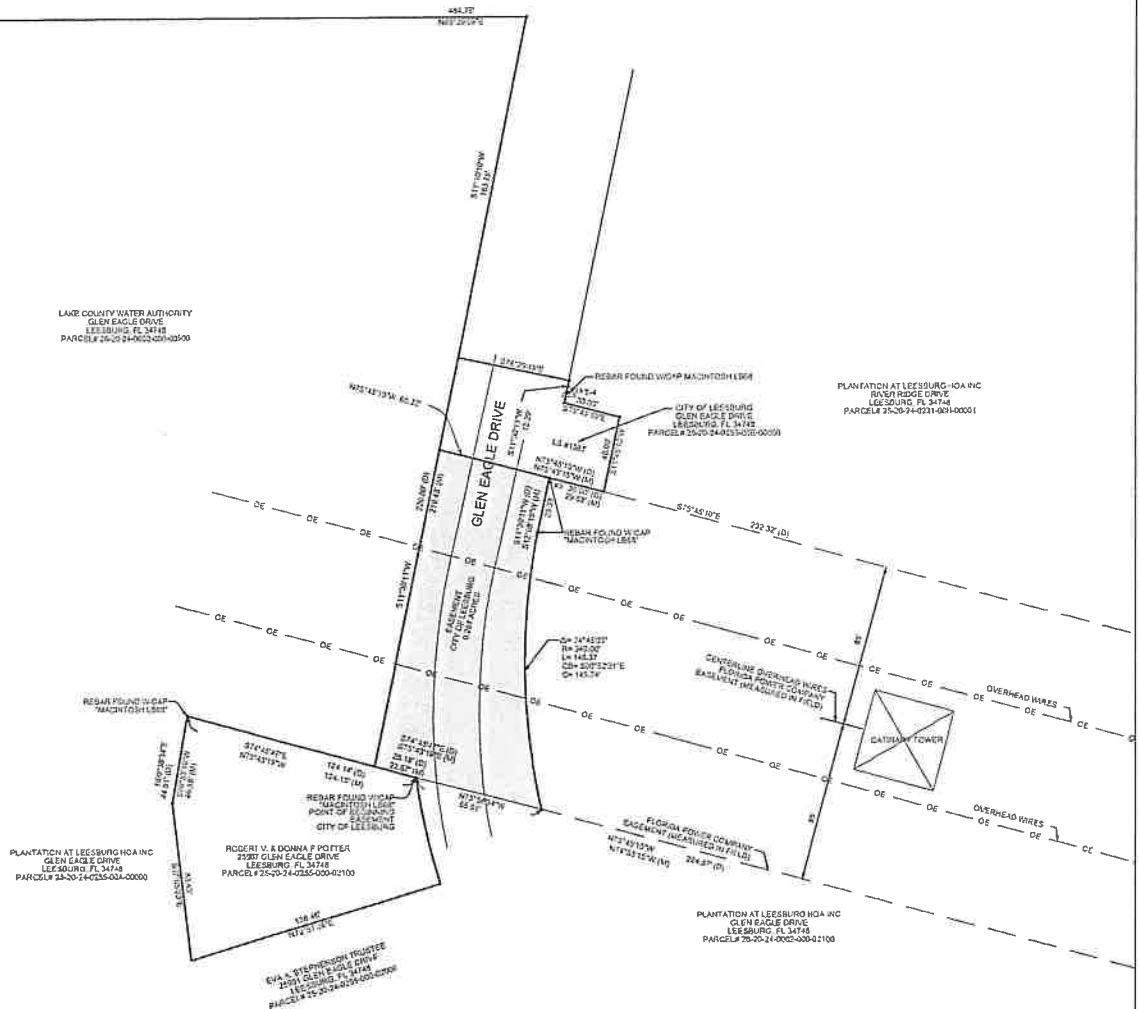
# EASEMENT PLAN GLEN EAGLE DRIVE THE CITY OF LEESBURG LIFT STATION NO. 106T, GLEN EAGLE DRIVE LEESBURG, LAKE COUNTY, FLORIDA



SCALE 1:30

## LEGEND:

— OE — OVERHEAD POWER LINE



Legal Description: (City Of Leesburg - Easement for L&S106T)

A parcel of land in part of the Section 25, Township 20 South, Range 24 East, Lake County, Florida, being described as follows:

Commence at the Northeast corner of Parcel 25-20-24-0255-000-02100, being the point of beginning; thence South 75°58'34" East, 66.51 feet to the point of curvature of a curve to the left having a radius of 340.00 feet, a central angle of 24°45'02", a chord bearing of North 00°52'21" West and a chord distance of 145.74 feet; thence northwesterly along the arc of said curve 146.67 feet to the point of tangency; thence North 12°08'19" East, 29.33 feet; thence North 75°45'10" West, 60.22 feet; thence South 11°30'11" West, 219.48 feet; thence South 75°43'19" East, 27.67 feet to the point of beginning.

Parcel containing 0.267 acres, more or less.

## SITE SURVEY

SCALE: 1" = 30'

Exhibit "B"



SITE MAP  
SCALE: 1" = 150'

DATUM: FPRN; NAVD 83, NAD 83 FLORIDA EAST STATE PLANE COORDINATES

|                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                     |                                                                                            |                    |      |             |    |      |    |              |   |       |   |        |   |         |    |                     |   |       |                                                                                                                                                  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|--------------------------------------------------------------------------------------------|--------------------|------|-------------|----|------|----|--------------|---|-------|---|--------|---|---------|----|---------------------|---|-------|--------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS FOR SURVEYS AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS IN CHAPTER 34-17.020, 34-17.021, 34-17.022, 34-17.023 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SELECTING 472.021, FLORIDA STATUTES, AND THAT THE SEAL HEREON MEETS THE REQUIREMENTS AS SET FORTH IN CHAPTER 34-17.023, PURSUANT TO SECTION 472.023, FLORIDA STATUTES.</p>        |                     | <p>SEAL &amp; SIGNATURE:</p> <p>JOSE A. CORREA</p> <p>STATE OF FLORIDA</p> <p>NO. 7033</p> |                    |      |             |    |      |    |              |   |       |   |        |   |         |    |                     |   |       |                                                                                                                                                  |
| <p><b>LEGEND</b></p> <table border="1"> <tr> <td>P.T.B.</td> <td>POINT OF BEGINNING</td> </tr> <tr> <td>W.C.</td> <td>WATER CURVE</td> </tr> <tr> <td>SP</td> <td>SECT</td> </tr> <tr> <td>RI</td> <td>RIGHT-OF-WAY</td> </tr> <tr> <td>Δ</td> <td>DELTA</td> </tr> <tr> <td>•</td> <td>PARCEL</td> </tr> <tr> <td>1</td> <td>SECTION</td> </tr> <tr> <td>OE</td> <td>OVERHEAD POWER LINE</td> </tr> <tr> <td>C</td> <td>CURVE</td> </tr> </table> |                     | P.T.B.                                                                                     | POINT OF BEGINNING | W.C. | WATER CURVE | SP | SECT | RI | RIGHT-OF-WAY | Δ | DELTA | • | PARCEL | 1 | SECTION | OE | OVERHEAD POWER LINE | C | CURVE | <p>CITY OF LEESBURG</p> <p>PURA VIDA<br/>ENGINEERING SERVICES</p> <p>6457 HAZELTINE NATIONAL DRIVE,<br/>SUITE 150<br/>ORLANDO, FLORIDA 32822</p> |
| P.T.B.                                                                                                                                                                                                                                                                                                                                                                                                                                             | POINT OF BEGINNING  |                                                                                            |                    |      |             |    |      |    |              |   |       |   |        |   |         |    |                     |   |       |                                                                                                                                                  |
| W.C.                                                                                                                                                                                                                                                                                                                                                                                                                                               | WATER CURVE         |                                                                                            |                    |      |             |    |      |    |              |   |       |   |        |   |         |    |                     |   |       |                                                                                                                                                  |
| SP                                                                                                                                                                                                                                                                                                                                                                                                                                                 | SECT                |                                                                                            |                    |      |             |    |      |    |              |   |       |   |        |   |         |    |                     |   |       |                                                                                                                                                  |
| RI                                                                                                                                                                                                                                                                                                                                                                                                                                                 | RIGHT-OF-WAY        |                                                                                            |                    |      |             |    |      |    |              |   |       |   |        |   |         |    |                     |   |       |                                                                                                                                                  |
| Δ                                                                                                                                                                                                                                                                                                                                                                                                                                                  | DELTA               |                                                                                            |                    |      |             |    |      |    |              |   |       |   |        |   |         |    |                     |   |       |                                                                                                                                                  |
| •                                                                                                                                                                                                                                                                                                                                                                                                                                                  | PARCEL              |                                                                                            |                    |      |             |    |      |    |              |   |       |   |        |   |         |    |                     |   |       |                                                                                                                                                  |
| 1                                                                                                                                                                                                                                                                                                                                                                                                                                                  | SECTION             |                                                                                            |                    |      |             |    |      |    |              |   |       |   |        |   |         |    |                     |   |       |                                                                                                                                                  |
| OE                                                                                                                                                                                                                                                                                                                                                                                                                                                 | OVERHEAD POWER LINE |                                                                                            |                    |      |             |    |      |    |              |   |       |   |        |   |         |    |                     |   |       |                                                                                                                                                  |
| C                                                                                                                                                                                                                                                                                                                                                                                                                                                  | CURVE               |                                                                                            |                    |      |             |    |      |    |              |   |       |   |        |   |         |    |                     |   |       |                                                                                                                                                  |
| <p>SHEET NO. 1</p> <p>DRAWN BY: M. LIFE</p> <p>SCALE: 1" = 30'</p> <p>FIELD SURVEY DATE: 04/23/2019</p> <p>JOB NO.: 23209</p> <p>CHECKED: J.R.</p>                                                                                                                                                                                                                                                                                                 |                     |                                                                                            |                    |      |             |    |      |    |              |   |       |   |        |   |         |    |                     |   |       |                                                                                                                                                  |



# City of Leesburg Lake Front City

## Agenda Memorandum

**Item No:** 6.B.1.

**Meeting Date:** December 18, 2023

**From:** Dan Miller, (Planning and Zoning Director), Max Vanallen, (Senior Planner)

**Subject:** An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 316 +/- acres; and being generally located south of State Road 44 and west of Whitney Road, lying in Sections 19 and 30, 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. (Village Palms ANNEX)

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### Staff Recommendation:

The Planning and Zoning staff recommend approval of the proposed ordinance for annexation of 316 +/- acres.

### Analysis:

The applicant has submitted a request for annexation of approximately 316 +/- acres, generally located south of State Road 44 and west of Whitney Road, as shown on the attached General Location Map. At this time, the property is undeveloped land, agriculture, with 1 single-family unit, and 1 manufactured home unit. The current zoning is Lake County A (Agriculture) and MP (Planned Industrial); the proposed zoning is City PUD (Planned Unit Development). If approved, the project will connect to city utilities and develop within the City of Leesburg municipal jurisdiction. The proposal for the property is to allow 562 single-family lots, 134 duplexes, 300 multi-family units, 252 townhomes, plus 130,000 square feet of commercial uses, 42,000 square feet of medical/professional offices, and a 120-room hotel.

The property is surrounded by City of Leesburg PUD (Planned Unit Development), SPUD (Small Planned Unit Development); Lake County A (Agriculture), PUD (Planned Unit Development), CP (Planned Commercial), and R-6 (Urban Residential); as well as Sumter County Sumter County A10C (General Agricultural with Conventional Housing). Under the conditions of the associated 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 November 16, 2023.

**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 significant positive fiscal impact will result from the annexation of this property due to increased tax revenue added to the General Fund.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 316 +/- ACRES; AND BEING GENERALLY LOCATED SOUTH OF STATE ROAD 44 AND WEST OF WHITNEY ROAD, LYING IN SECTIONS 19 AND 30, 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. (VILLAGE PALMS ANNEX)**

**NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA, that;**

**Section 1**

Based upon the petition of Michael Rankin, LPG, Petitioner, "Permittee" on behalf of Dusam Investments, Inc. and WindMill Acres, LLC, for the property hereinafter described, shall be annexed into the city limits of the City of Leesburg, Florida, which petition has heretofore been approved by the City Commission of the City of Leesburg, Florida, pursuant to the provisions of the Laws of Florida, the hereinafter described property is hereby annexed and made a part of the city limits of the City of Leesburg, Florida. The subject property lying and situated in Lake County, Florida, is more particularly described as:

**Legal Description  
(See Exhibit A);**

**Section 2.**

All of the property, real and personal, within said annexed territory, described in Section 1 above, as provided by this ordinance, and the inhabitants thereof, shall be subject to the government, jurisdiction, powers, franchises, duties, and privileges of the City of Leesburg, Florida, and the said annexed property shall be liable, proportionately, for all of the present outstanding and existing, as well as future, indebtedness of the City of Leesburg, Florida; that all of the ordinances of the City of Leesburg, and all the laws heretofore passed by the Legislature of the State of Florida relating to and which now or hereafter constitute its Charter, shall apply to and have the same force and effect on such annexed territory as if all such annexed territory had been a part of the City of Leesburg, Florida, at the time of the passage and approval of said laws and ordinances. The property annexed hereby is assigned to City Commission District 2.;

**Section 3.**

All ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed;

**Section 4.**

This ordinance shall become effective immediately upon approval at second reading.

**PASSED AND ADOPTED** by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the \_\_\_\_\_ day of \_\_\_\_\_ 2024.

**THE CITY OF LEESBURG, FLORIDA**

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Village Palms Holdings – South of SR 44 and west of Whitney Road

ANNX-23-437; LSCP-23-438; PUD-23-439

AK#s: 1035287, 1116546, 1171792, 1171814, 1700001, 1772541, 1772575, 2542730, 2665106, 3458907, 3786048, and 3591666.

Legal Description submitted by Applicant

Thursday, September 28, 2023

PARCEL NO. 1: (PARCEL ID NO. 3019240001-000-00100)

THE NORTH 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

PARCEL NO. 2: (PARCEL ID NO. 3019240002-000-00700)

THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

PARCEL NO. 3: (PARCEL ID NO. 3019240001-000-00601)

BEGIN AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; RUN THENCE NORTH 00°04'30" EAST, ALONG THE WEST LINE OF THE SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4, 1327.27 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF THE SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE SOUTH 89°51'51" EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4,

782.50 FEET; THENCE SOUTH 00°04'30" WEST, 714.85 FEET; THENCE SOUTH 89°57'29" WEST, 272.50 FEET; THENCE SOUTH 00°04'30" WEST, 610.00 FEET TO THE SOUTH LINE OF THE SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE SOUTH 89°57'29" WEST, ALONG SAID SOUTH LINE, 510.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE NORTH SO FEET OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 24 EAST, AND A STRIP OF LAND 66 FEET WIDE, THE CENTER OF WHICH IS DESCRIBED AS: BEGIN AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; RUN WEST TO

Village Palms Holdings – South of SR 44 and west of Whitney Road

ANNX-23-437; LSCP-23-438; PUD-23-439

AK#s: 1035287, 1116546, 1171792, 1171814, 1700001, 1772541, 1772575, 2542730, 2665106, 3458907, 3786048, and 3591666.

Legal Description submitted by Applicant

Thursday, September 28, 2023

THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30.

PARCEL NO. 4: (PARCEL ID NO. 1919240004-000-01302)

THAT PART OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, LYING SOUTH OF THE RIGHT-OF-WAY OF STATE ROAD NO. 44, BEING DESCRIBED AS FOLLOWS:

BEGIN 437.15 FEET WEST OF THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; RUN THENCE NORTH 01°19'10" WEST, 1088.61 FEET; THENCE RUN NORTH 67°40'30" WEST, 266.28 FEET TO A POINT TO BE KNOWN AS POINT "A"; BEGIN AGAIN AT THE POINT OF BEGINNING AND RUN WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 19, TO THE SOUTHWEST CORNER OF THE SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE RUN NORTH, ALONG THE WEST LINE OF THE SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, 1189.48 FEET; THENCE RUN SOUTH 81°22'30" EAST, 409.31 FEET; THENCE RUN SOUTH 76.43 FEET; THENCE RUN SOUTH 81 °22'30" EAST, 146.00 FEET; THENCE RUN NORTH 23°49'40" EAST, 167.97 FEET TO SAID POINT "A".

PARCEL NO. 5: (PARCEL ID NO. 1919240004-000-02200)

THAT PART OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; RUN THENCE NORTH, ALONG THE WEST LINE OF THE SAID SOUTHEAST 1/4 OF THE



Village Palms Holdings – South of SR 44 and west of Whitney Road

ANNX-23-437; LSCP-23-438; PUD-23-439

AK#s: 1035287, 1116546, 1171792, 1171814, 1700001, 1772541, 1772575, 2542730, 2665106, 3458907, 3786048, and 3591666.

Legal Description submitted by Applicant

Thursday, September 28, 2023

SOUTHEAST 1/4, 621.70 FEET; THENCE RUN NORTH 87°45'00" EAST, 278.0 FEET; THENCE RUN SOUTH 02°45'00" EAST, 624.4 FEET; THENCE RUN WEST 327.40 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 6: (PARCEL ID NO. 1919240004-000-05500)

THAT PART OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; THENCE RUN NORTH 00°29'00" EAST, ALONG THE WEST LINE OF THE SAID SOUTHEAST 1/4, A DISTANCE OF 1189.48 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°29'00" EAST, ALONG SAID WEST LINE, 107.87 FEET; THENCE SOUTH 81°22'30" EAST, 408.39 FEET; THENCE RUN SOUTH 108.00 FEET; THENCE RUN NORTH 81°22'30" WEST, 409.31 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 7: (PARCEL ID NO. 1919240004-000-01400)

THAT PART OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

THE WEST 200.0 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

FROM THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, RUN NORTH 0°29'00" EAST, ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 1297.35 FEET TO A 4 INCH ROUND CONCRETE MONUMENT AND THE POINT OF BEGINNING; THENCE RUN SOUTH 81°22'30" EAST, 516.20 FEET TO A 4 INCH ROUND CONCRETE MONUMENT; THENCE NORTH A DISTANCE OF 95.50 FEET TO A 4 INCH ROUND CONCRETE MONUMENT ON THE

Village Palms Holdings – South of SR 44 and west of Whitney Road

ANNX-23-437; LSCP-23-438; PUD-23-439

AK#s: 1035287, 1116546, 1171792, 1171814, 1700001, 1772541, 1772575, 2542730, 2665106, 3458907, 3786048, and 3591666.

Legal Description submitted by Applicant

Thursday, September 28, 2023

SOUTH BOUNDARY OF A 100 FOOT WIDE RIGHT-OF-WAY OF STATE ROAD NO. 44; THENCE NORTH 67°40'50" WEST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 34.5 FEET TO A 4 INCH CONCRETE MONUMENT AT THE POINT OF INTERSECTION OF SAID ROAD RIGHT-OF-WAY WITH THE NORTH BOUNDARY OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 19; THENCE RUN WEST, ALONG THE NORTH BOUNDARY OF THE SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 478.1 FEET TO THE NORTHWEST CORNER OF THE SAID

SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE RUN SOUTH 00°29'00" WEST, ALONG THE WEST BOUNDARY OF THE SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 34.00 FEET TO THE POINT OF BEGINNING.

AND

THE WEST 200.0 FEET OF THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, LYING SOUTH OF THE 100.0 FOOT WIDE RIGHT-OF-WAY OF STATE ROAD NO. 44.

LESS AND EXCEPT THAT CERTAIN PARCEL OF LAND LYING WITHIN SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT A 4 INCH ROUND PLAIN CONCRETE MONUMENT BEING THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 19; THENCE NORTH 00°21'54" EAST, ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 19, A DISTANCE OF 1,516.20 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 44, SAID POINT BEING 50 FEET FROM THE CENTERLINE OF SAID STATE ROAD NO. 44 PROJECT SECTION 11010-2553, SAID POINT BEING THE

Village Palms Holdings – South of SR 44 and west of Whitney Road

ANNX-23-437; LSCP-23-438; PUD-23-439

AK#s: 1035287, 1116546, 1171792, 1171814, 1700001, 1772541, 1772575, 2542730, 2665106, 3458907, 3786048, and 3591666.

Legal Description submitted by Applicant

Thursday, September 28, 2023

INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 5,679.65 FEET AND A CENTRAL ANGLE OF 02°08'44"; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT AND ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 212.67 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 69°45'49" EAST, 212.66 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE SOUTH 00°21'54" WEST, PARALLEL WITH SAID WEST BOUNDARY LINE, 87.90 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 5,597.58 FEET AND A CENTRAL ANGLE OF 02°10'52"; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, 213.09 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 69°27'36" WEST, 213.07 FEET TO A POINT ON SAID WEST BOUNDARY LINE; THENCE NORTH 00°21'54" EAST, ALONG SAID WEST BOUNDARY LINE, 86.69 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 8: (PARCEL ID NO. 1919240004-000-01500)

THAT PART OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLO WS:

FROM THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, RUN NORTH 0°29'00" EAST, ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 1297.35 FEET TO A 4 INCH ROUND CONCRETE MONUMENT AND THE POINT OF BEGINNING; THENCE RUN SOUTH 81 °22'30" EAST, 516.20 FEET TO A 4 INCH ROUND CONCRETE MONUMENT; THENCE NORTH 95.50

Village Palms Holdings – South of SR 44 and west of Whitney Road

ANNX-23-437; LSCP-23-438; PUD-23-439

AK#s: 1035287, 1116546, 1171792, 1171814, 1700001, 1772541, 1772575, 2542730, 2665106, 3458907, 3786048, and 3591666.

Legal Description submitted by Applicant

Thursday, September 28, 2023

FEET TO A 4 INCH ROUND CONCRETE MONUMENT ON THE SOUTH BOUNDARY OF THE 100 FOOT WIDE RIGHT-OF- WAY OF STATE ROAD NO. 44; THENCE NORTH 67°40'50" WEST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 34.5 FEET TO A 4 INCH CONCRETE MONUMENT AT THE POINT OF INTERSECTION OF SAID

ROAD RIGHT-OF-WAY WITH THE NORTH BOUNDARY OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 19; THENCE RUN WEST, ALONG THE NORTH BOUNDARY OF THE SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 478.1 FEET TO THE NORTHWEST CORNER OF THE SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE RUN SOUTH 00°29'00" WEST, ALONG THE WEST BOUNDARY OF THE SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 34.00 FEET TO THE POINT OF BEGINNING. LESS THE WEST 200.0 FEET THEREOF.

AND

THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, LYING SOUTHWESTERLY OF THE SOUTHERLY BOUNDARY OF THE 100.0-FOOT-WIDE RIGHT-OF-WAY OF STATE ROAD NO. 44, LESS THE WEST 200.0 FEET THEREOF.

LESS AND EXCEPT THAT PORTION CONVEYED TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION BY WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1345, PAGE 646, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL NO. 9: (PARCEL ID NO. 1919240004-000-04300)

THAT PART OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

Village Palms Holdings – South of SR 44 and west of Whitney Road

ANNX-23-437; LSCP-23-438; PUD-23-439

AK#s: 1035287, 1116546, 1171792, 1171814, 1700001, 1772541, 1772575, 2542730, 2665106, 3458907, 3786048, and 3591666.

Legal Description submitted by Applicant

Thursday, September 28, 2023

FROM THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, RUN NORTH 0°29'00" EAST, ALONG THE WEST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 1297.35 FEET; THENCE RUN SOUTH 81°22'30" EAST, 408.39 FEET TO A POINT OF BEGINNING; THENCE CONTINUE SOUTH 81 °22'30" EAST, 107.81 FEET; THENCE NORTH A DISTANCE OF 95.50 FEET TO THE SOUTHERLY BOUNDARY OF A 100 FOOT WIDE RIGHT-OF-WAY OF STATE ROAD NO. 44; THENCE SOUTH 67°40'50" EAST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 150.00 FEET; THENCE RUN SOUTH 23°49'40" WEST, 250.0 FEET; THENCE NORTH 81°22'30" WEST, 146.0 FEET; THENCE NORTH 184.43 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 10: (PARCEL ID NO. 1919240001-000-02100)

THAT PART OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, RUN NORTH 89°41'01" WEST, 989.63 FEET; THENCE RUN NORTH 03°59'50" WEST, 661.49 FEET TO THE POINT OF BEGINNING; CONTINUE NORTH 03°59'50" WEST, 125.05 FEET; THENCE NORTH 67°40'30" WEST, 304.28 FEET TO THE WEST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 19; THENCE SOUTH 00°24'41" WEST TO A POINT THAT IS 621.7 FEET NORTH OF THE SOUTHWEST CORNER OF THE

SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19; THENCE RUN NORTH 87°45'00" EAST, 278.0 FEET TO THE POINT OF BEGINNING.

Village Palms Holdings – South of SR 44 and west of Whitney Road

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Legal Description submitted by Applicant

Thursday, September 28, 2023

TOGETHER WITH A 12 FOOT EASEMENT AS GRANTED IN THAT FINAL JUDGMENT RECORDED IN OFFICIAL RECORDS BOOK 1357, PAGE 115, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL NO. 11: (PARCEL ID NO. G25-001)

THAT PART OF SECTION 25, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS THE NORTH 367.5 FEET THEREOF.

PARCEL NO. 12: (PARCEL ID NO. G25-002)

THAT PART OF SECTION 25, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

THE ABOVE PARCEL CONTAINING 322.17± ACRES, MORE OR LESS.

Legal Description Alternate Key 3786048

That part of the S.W ¼ of Section 19, Township 19 South, Range 24 East, In Lake County, Florida, bounded and described as follows: Commence at the West¼ corner of Section 19, Township 19 South, Range 24 East, and Run S00°18'39"W along the West line of the S.W ¼ a distance of

Village Palms Holdings – South of SR 44 and west of Whitney Road

ANNX-23-437; LSCP-23-438; PUD-23-439

AK#s: 1035287, 1116546, 1171792, 1171814, 1700001, 1772541, 1772575, 2542730, 2665106, 3458907, 3786048, and 3591666.

Legal Description submitted by Applicant

Thursday, September 28, 2023

703.06 feet to a point on the New Southerly right-of-way line of Highway No 44 as exists this date of June 24, 1999, and the point of beginning of this description, said point of beginning being on a curve concave southwesterly and having a radius of 11,359.16 feet and a radial bearing of N06°55' 48" E, Thence southeasterly along the arc of said curve and said southerly right-of-way line of Highway No 44 through a central angle of 01°07'24" an arc length of 222.72 feet to the end of said curve, Thence 571°56'47" E, along said southerly right-of-way line 246.80 feet to the beginning of a curve concave northeasterly and having a radius of 11,559.16 feet, Thence southeasterly along the arc of said curve and said southerly right-of-way line of Highway No 44 through a central angle of 02°07'30" an arc length of 428.72 feet, thence leaving said southerly right-of-way line run 500°38'37" W, 381.34 feet; Thence S74°47'31"E, 270.13 feet, Thence S00°18'20"W, 1452.27 feet to a point on the south line of the SW ¼ of the aforementioned Section 19, Thence N89°46' 46"W, along the south line of the SW¼ a distance of 1114.99 feet to the southwest corner of the SW¼ of said Section 19, Thence N00°18'39"E along the West line of the SW¼ a distance of 2177.19 feet to the point of beginning subject to Florida Power Corporation Easements subject to all easements, rights-of-way and restrictions of record if any.

Legal Description Alternate Key 3591666

That part of the SW¼ of Section 19, Township 19 South, Range 24 East, in Lake County, Florida, lying southwesterly of the southerly right-of-way line of Highway No. 44 bounded and described as follows: From the West¼ corner of Section 19, Township 19 South, Range 24 East, run S00°18'39"W. along the West line of the SW¼ a distance of 2880.25 feet to the Southwest corner of the SW¼ of said Section 19; Thence S89°46' 46"E. along the South line of the SW¼ a distance of 1114.99 feet to the point of beginning of this description; From said point of beginning, run N00°18'20"E, 1452.27 feet; Thence N74°47'37"W., 270.13 feet; Thence N00°38'37"E., 478.39 feet to a point on the southwesterly right-of-way of the aforementioned Highway No. 44, said point being on a curve concave northeasterly and having a radius of 5779.65 feet and having a radial bearing of S17°40'37"W.; Thence southeasterly along the arc of said curve and said southwesterly



Village Palms Holdings – South of SR 44 and west of Whitney Road

ANNX-23-437; LSCP-23-438; PUD-23-439

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Legal Description submitted by Applicant

Thursday, September 28, 2023

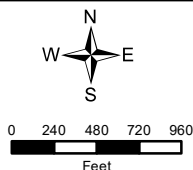
right-of-way line through a central angle of 03°04'24" an arc length of 310.03 feet to the end of said curve; Thence S75°23'47"E along said southwesterly right-of-way line 248.21 feet; Thence leaving said southwesterly right-of-way line run S00°05'30" E., 1130.74 feet; Thence S28°37'48"W., 102.95 feet; Thence 503°25'41"E., 633.82

feet to a point on the south line of the SW¼ of the aforementioned Section 19; Thence N89°46'46"W., along the south line of the SW¼ a distance of 280.8 feet to the point of beginning. Less and Except right-of-way for State Road No. 44 as set forth in Final Judgement per O.R Book 1487, Page 774, Public Records of Lake County, Florida.

# Aerial



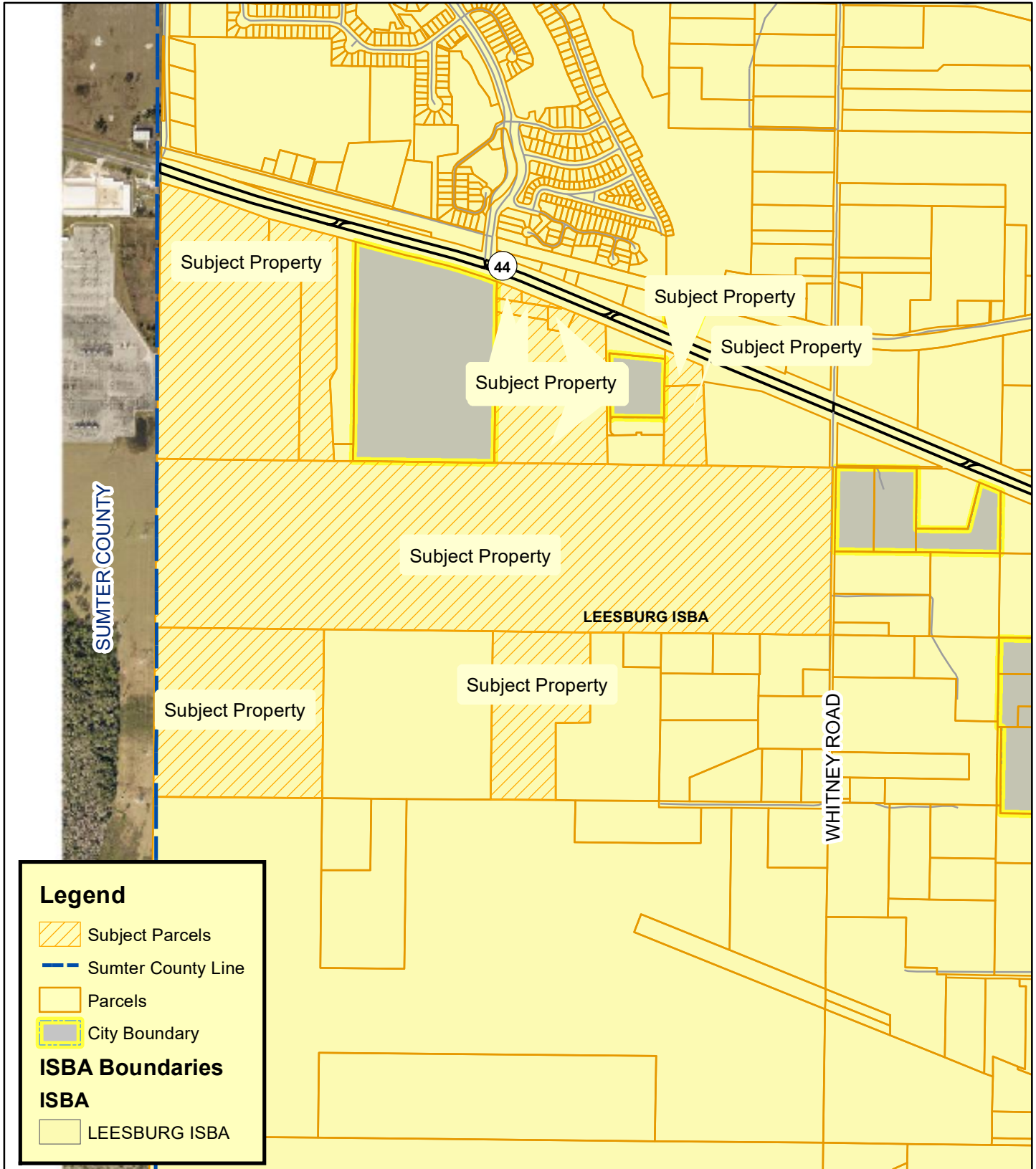
**Planning  
& Zoning  
Division**



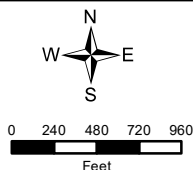
Village Palms Holdings  
(ANNX-23-437); LSCP-23-438; PUD-23-439  
AK #s: 1035287, 1116546, 1171792, 1171814, 1700001,  
1772541, 1772575, 2542730, 2665106, 3458907, 3786048, and 3591666  
Sections 19 and 30, Township 19 South, Range 24 East  
September 28, 2023



# ISBA and City Boundary



**Planning  
& Zoning  
Division**

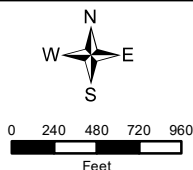


Village Palms Holdings  
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Sections 19 and 30, Township 19 South, Range 24 East  
September 28, 2023

# Proposed Future Land Use



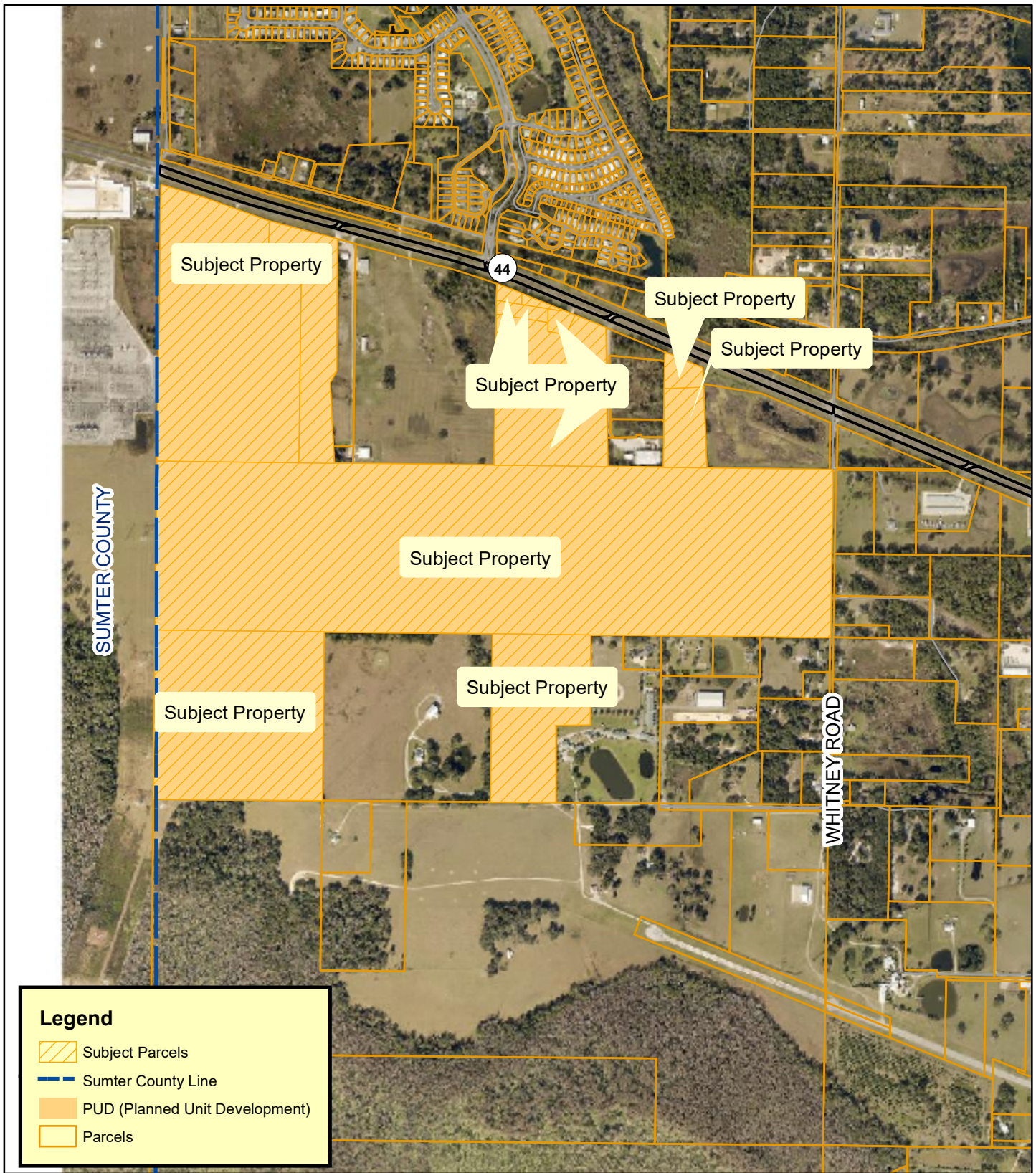
**Planning  
& Zoning  
Division**



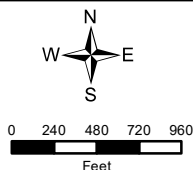
Village Palms Holdings  
(ANNX-23-437); LSCP-23-438; PUD-23-439  
AK #s: 1035287, 1116546, 1171792, 1171814, 1700001,  
1772541, 1772575, 2542730, 2665106, 3458907, 3786048, and 3591666  
Sections 19 and 30, Township 19 South, Range 24 East  
September 28, 2023



# Proposed Zoning



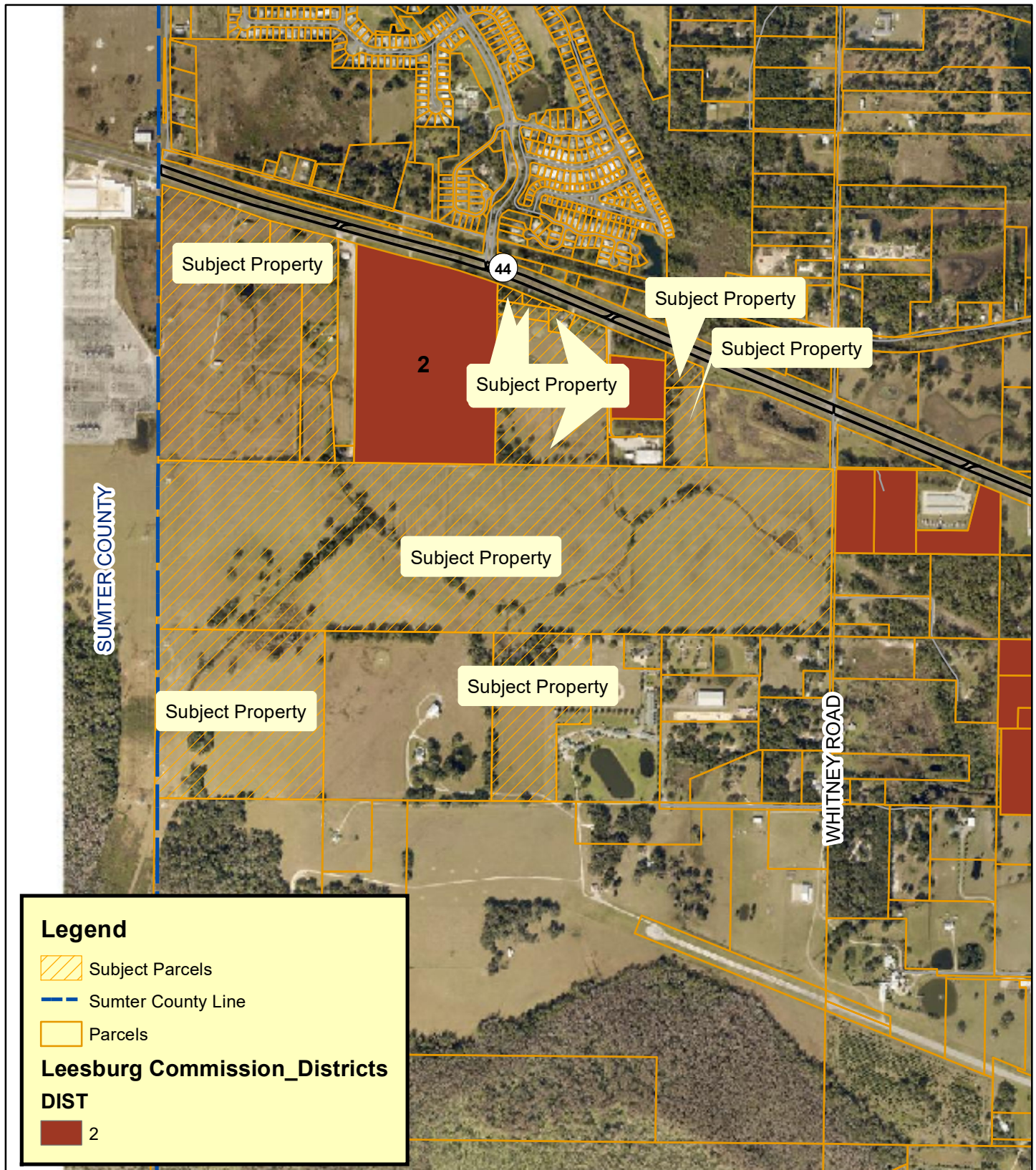
**Planning  
& Zoning  
Division**



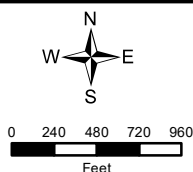
Village Palms Holdings  
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September 28, 2023



# Commission District



## Planning & Zoning Division



Village Palms Holdings  
(ANNX-23-437); LSCP-23-438; PUD-23-439  
AK #s: 1035287, 1116546, 1171792, 1171814, 1700001,  
1772541, 1772575, 2542730, 2665106, 3458907, 3786048, and 3591666  
Sections 19 and 30, Township 19 South, Range 24 East  
September 28, 2023

# City of Leesburg Lake Front City

## Agenda Memorandum

**Item No:** 6.B.2.

**Meeting Date:** December 18, 2023

**From:** Dan Miller, (Planning and Zoning Director), Max Vanallen, (Senior Planner)

**Subject:** An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 316 +/- acres from Lake County Rural and Regional Office to City of Leesburg Neighborhood Mixed Use, for a property generally located south of State Road 44 and west of Whitney Road, lying in Sections 19 and 30, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Village Palms LSCP)

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### Staff Recommendation:

The Planning & Zoning Staff and the Planning Commission recommend approval of the proposed large-scale comp plan amendment of the City's Future Land Use Map on 316 +/- acres from Lake County Rural and Regional Office to City of Leesburg Neighborhood Mixed Use.

### Analysis:

The project site is approximately 316 acres. The property is generally located south of State Road 44 and west of Whitney Road. Currently, the property is vacant, undeveloped land, agriculture, 1 single-family unit, and 1 manufactured home unit. The proposed use is for mixed-use development, including single-family, duplex, multi-family, and townhouse residential units, commercial, medical/professional office, and a hotel. The surrounding Future Land Use Map designations of Lake County Planned Unit Development, Rural; City of Leesburg General Commercial; and Sumter County Agriculture and Commercial are compatible, as conditioned in the PUD zoning, with the proposed future land use designation of City Neighborhood Mixed Use. The proposed zoning designation of City PUD (Planned Unit Development) will provide for development that is consistent with the City's adopted Growth Management Plan and would allow an appropriate use for the property.

This property lies within the ISBA (Interlocal Service Boundary Area) agreement. This agreement, which was approved by City Commission on November 24, 2014, allows property within the ISBA area but outside the current city limits to be annexed and obtain City of Leesburg utility services.

The Planning Commission held a public hearing on the application on November 16, 2023, and recommended approval.



**Procurement Analysis:**

N/A

**Options:**

1. Approve the requested large-scale comprehensive plan amendment from Lake County Rural and Regional Office to City of Leesburg Neighborhood Mixed Use; or
2. Other such action as the Commission may deem appropriate.

**Fiscal Impact:**

Future development of this site will create a substantial positive fiscal impact on the City of Leesburg, in the form of impact and utility fees, plus ad valorem taxes.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY CONTAINING 316 +/- ACRES FROM LAKE COUNTY RURAL AND REGIONAL OFFICE TO CITY OF LEESBURG NEIGHBORHOOD MIXED USE, FOR A PROPERTY GENERALLY LOCATED SOUTH OF STATE ROAD 44 AND WEST OF WHITNEY ROAD, LYING IN SECTIONS 19 AND 30, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (VILLAGE PALMS LSCP)**

**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 316 acres of land generally located south of State Road 44 and west of Whitney Road, from Lake County Rural and Regional Office to City of Leesburg Neighborhood Mixed Use, as shown on the revised map of said area, lying in Sections 19 and 30, Township 19 South, Range 24 East, Lake County, Florida.

**Section 2.**

That this amendment is hereby transmitted to the Department of Commerce as required by the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes;

**Section 3.**

All ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed;

**Section 4.**

This ordinance shall become effective upon its passage and adoption, according to law.

**PASSED AND ADOPTED** by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the \_\_\_\_\_ day of \_\_\_\_\_ 2024.

**THE CITY OF LEESBURG, FLORIDA**

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Village Palms Holdings – South of SR 44 and west of Whitney Road

ANNX-23-437; LSCP-23-438; PUD-23-439

AK#s: 1035287, 1116546, 1171792, 1171814, 1700001, 1772541, 1772575, 2542730, 2665106, 3458907, 3786048, and 3591666.

Legal Description submitted by Applicant

Thursday, September 28, 2023

PARCEL NO. 1: (PARCEL ID NO. 3019240001-000-00100)

THE NORTH 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

PARCEL NO. 2: (PARCEL ID NO. 3019240002-000-00700)

THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

PARCEL NO. 3: (PARCEL ID NO. 3019240001-000-00601)

BEGIN AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; RUN THENCE NORTH 00°04'30" EAST, ALONG THE WEST LINE OF THE SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4, 1327.27 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF THE SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE SOUTH 89°51'51" EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4,

782.50 FEET; THENCE SOUTH 00°04'30" WEST, 714.85 FEET; THENCE SOUTH 89°57'29" WEST, 272.50 FEET; THENCE SOUTH 00°04'30" WEST, 610.00 FEET TO THE SOUTH LINE OF THE SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE SOUTH 89°57'29" WEST, ALONG SAID SOUTH LINE, 510.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE NORTH SO FEET OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 24 EAST, AND A STRIP OF LAND 66 FEET WIDE, THE CENTER OF WHICH IS DESCRIBED AS: BEGIN AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; RUN WEST TO

Village Palms Holdings – South of SR 44 and west of Whitney Road

ANNX-23-437; LSCP-23-438; PUD-23-439

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Legal Description submitted by Applicant

Thursday, September 28, 2023

THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30.

PARCEL NO. 4: (PARCEL ID NO. 1919240004-000-01302)

THAT PART OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, LYING SOUTH OF THE RIGHT-OF-WAY OF STATE ROAD NO. 44, BEING DESCRIBED AS FOLLOWS:

BEGIN 437.15 FEET WEST OF THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; RUN THENCE NORTH 01°19'10" WEST, 1088.61 FEET; THENCE RUN NORTH 67°40'30" WEST, 266.28 FEET TO A POINT TO BE KNOWN AS POINT "A"; BEGIN AGAIN AT THE POINT OF BEGINNING AND RUN WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 19, TO THE SOUTHWEST CORNER OF THE SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE RUN NORTH, ALONG THE WEST LINE OF THE SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, 1189.48 FEET; THENCE RUN SOUTH 81°22'30" EAST, 409.31 FEET; THENCE RUN SOUTH 76.43 FEET; THENCE RUN SOUTH 81 °22'30" EAST, 146.00 FEET; THENCE RUN NORTH 23°49'40" EAST, 167.97 FEET TO SAID POINT "A".

PARCEL NO. 5: (PARCEL ID NO. 1919240004-000-02200)

THAT PART OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; RUN THENCE NORTH, ALONG THE WEST LINE OF THE SAID SOUTHEAST 1/4 OF THE

Village Palms Holdings – South of SR 44 and west of Whitney Road

ANNX-23-437; LSCP-23-438; PUD-23-439

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Legal Description submitted by Applicant

Thursday, September 28, 2023

SOUTHEAST 1/4, 621.70 FEET; THENCE RUN NORTH 87°45'00" EAST, 278.0 FEET; THENCE RUN SOUTH 02°45'00" EAST, 624.4 FEET; THENCE RUN WEST 327.40 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 6: (PARCEL ID NO. 1919240004-000-05500)

THAT PART OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; THENCE RUN NORTH 00°29'00" EAST, ALONG THE WEST LINE OF THE SAID SOUTHEAST 1/4, A DISTANCE OF 1189.48 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°29'00" EAST, ALONG SAID WEST LINE, 107.87 FEET; THENCE SOUTH 81°22'30" EAST, 408.39 FEET; THENCE RUN SOUTH 108.00 FEET; THENCE RUN NORTH 81°22'30" WEST, 409.31 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 7: (PARCEL ID NO. 1919240004-000-01400)

THAT PART OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

THE WEST 200.0 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

FROM THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, RUN NORTH 0°29'00" EAST, ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 1297.35 FEET TO A 4 INCH ROUND CONCRETE MONUMENT AND THE POINT OF BEGINNING; THENCE RUN SOUTH 81°22'30" EAST, 516.20 FEET TO A 4 INCH ROUND CONCRETE MONUMENT; THENCE NORTH A DISTANCE OF 95.50 FEET TO A 4 INCH ROUND CONCRETE MONUMENT ON THE



Village Palms Holdings – South of SR 44 and west of Whitney Road

ANNX-23-437; LSCP-23-438; PUD-23-439

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Legal Description submitted by Applicant

Thursday, September 28, 2023

SOUTH BOUNDARY OF A 100 FOOT WIDE RIGHT-OF-WAY OF STATE ROAD NO. 44; THENCE NORTH 67°40'50" WEST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 34.5 FEET TO A 4 INCH CONCRETE MONUMENT AT THE POINT OF INTERSECTION OF SAID ROAD RIGHT-OF-WAY WITH THE NORTH BOUNDARY OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 19; THENCE RUN WEST, ALONG THE NORTH BOUNDARY OF THE SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 478.1 FEET TO THE NORTHWEST CORNER OF THE SAID

SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE RUN SOUTH 00°29'00" WEST, ALONG THE WEST BOUNDARY OF THE SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 34.00 FEET TO THE POINT OF BEGINNING.

AND

THE WEST 200.0 FEET OF THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, LYING SOUTH OF THE 100.0 FOOT WIDE RIGHT-OF-WAY OF STATE ROAD NO. 44.

LESS AND EXCEPT THAT CERTAIN PARCEL OF LAND LYING WITHIN SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT A 4 INCH ROUND PLAIN CONCRETE MONUMENT BEING THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 19; THENCE NORTH 00°21'54" EAST, ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 19, A DISTANCE OF 1,516.20 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 44, SAID POINT BEING 50 FEET FROM THE CENTERLINE OF SAID STATE ROAD NO. 44 PROJECT SECTION 11010-2553, SAID POINT BEING THE

Village Palms Holdings – South of SR 44 and west of Whitney Road

ANNX-23-437; LSCP-23-438; PUD-23-439

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Legal Description submitted by Applicant

Thursday, September 28, 2023

INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 5,679.65 FEET AND A CENTRAL ANGLE OF 02°08'44"; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT AND ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 212.67 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 69°45'49" EAST, 212.66 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE SOUTH 00°21'54" WEST, PARALLEL WITH SAID WEST BOUNDARY LINE, 87.90 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 5,597.58 FEET AND A CENTRAL ANGLE OF 02°10'52"; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, 213.09 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 69°27'36" WEST, 213.07 FEET TO A POINT ON SAID WEST BOUNDARY LINE; THENCE NORTH 00°21'54" EAST, ALONG SAID WEST BOUNDARY LINE, 86.69 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 8: (PARCEL ID NO. 1919240004-000-01500)

THAT PART OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLO WS:

FROM THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, RUN NORTH 0°29'00" EAST, ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 1297.35 FEET TO A 4 INCH ROUND CONCRETE MONUMENT AND THE POINT OF BEGINNING; THENCE RUN SOUTH 81 °22'30" EAST, 516.20 FEET TO A 4 INCH ROUND CONCRETE MONUMENT; THENCE NORTH 95.50

Village Palms Holdings – South of SR 44 and west of Whitney Road

ANNX-23-437; LSCP-23-438; PUD-23-439

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Thursday, September 28, 2023

FEET TO A 4 INCH ROUND CONCRETE MONUMENT ON THE SOUTH BOUNDARY OF THE 100 FOOT WIDE RIGHT-OF- WAY OF STATE ROAD NO. 44; THENCE NORTH 67°40'50" WEST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 34.5 FEET TO A 4 INCH CONCRETE MONUMENT AT THE POINT OF INTERSECTION OF SAID

ROAD RIGHT-OF-WAY WITH THE NORTH BOUNDARY OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 19; THENCE RUN WEST, ALONG THE NORTH BOUNDARY OF THE SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 478.1 FEET TO THE NORTHWEST CORNER OF THE SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE RUN SOUTH 00°29'00" WEST, ALONG THE WEST BOUNDARY OF THE SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 34.00 FEET TO THE POINT OF BEGINNING. LESS THE WEST 200.0 FEET THEREOF.

AND

THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, LYING SOUTHWESTERLY OF THE SOUTHERLY BOUNDARY OF THE 100.0-FOOT-WIDE RIGHT-OF-WAY OF STATE ROAD NO. 44, LESS THE WEST 200.0 FEET THEREOF.

LESS AND EXCEPT THAT PORTION CONVEYED TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION BY WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1345, PAGE 646, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL NO. 9: (PARCEL ID NO. 1919240004-000-04300)

THAT PART OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

Village Palms Holdings – South of SR 44 and west of Whitney Road

ANNX-23-437; LSCP-23-438; PUD-23-439

AK#s: 1035287, 1116546, 1171792, 1171814, 1700001, 1772541, 1772575, 2542730, 2665106, 3458907, 3786048, and 3591666.

Legal Description submitted by Applicant

Thursday, September 28, 2023

FROM THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, RUN NORTH 0°29'00" EAST, ALONG THE WEST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 1297.35 FEET; THENCE RUN SOUTH 81°22'30" EAST, 408.39 FEET TO A POINT OF BEGINNING; THENCE CONTINUE SOUTH 81 °22'30" EAST, 107.81 FEET; THENCE NORTH A DISTANCE OF 95.50 FEET TO THE SOUTHERLY BOUNDARY OF A 100 FOOT WIDE RIGHT-OF-WAY OF STATE ROAD NO. 44; THENCE SOUTH 67°40'50" EAST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 150.00 FEET; THENCE RUN SOUTH 23°49'40" WEST, 250.0 FEET; THENCE NORTH 81°22'30" WEST, 146.0 FEET; THENCE NORTH 184.43 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 10: (PARCEL ID NO. 1919240001-000-02100)

THAT PART OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, RUN NORTH 89°41'01" WEST, 989.63 FEET; THENCE RUN NORTH 03°59'50" WEST, 661.49 FEET TO THE POINT OF BEGINNING; CONTINUE NORTH 03°59'50" WEST, 125.05 FEET; THENCE NORTH 67°40'30" WEST, 304.28 FEET TO THE WEST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 19; THENCE SOUTH 00°24'41" WEST TO A POINT THAT IS 621.7 FEET NORTH OF THE SOUTHWEST CORNER OF THE

SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19; THENCE RUN NORTH 87°45'00" EAST, 278.0 FEET TO THE POINT OF BEGINNING.

Village Palms Holdings – South of SR 44 and west of Whitney Road

ANNX-23-437; LSCP-23-438; PUD-23-439

AK#s: 1035287, 1116546, 1171792, 1171814, 1700001, 1772541, 1772575, 2542730, 2665106, 3458907, 3786048, and 3591666.

Legal Description submitted by Applicant

Thursday, September 28, 2023

TOGETHER WITH A 12 FOOT EASEMENT AS GRANTED IN THAT FINAL JUDGMENT RECORDED IN OFFICIAL RECORDS BOOK 1357, PAGE 115, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL NO. 11: (PARCEL ID NO. G25-001)

THAT PART OF SECTION 25, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS THE NORTH 367.5 FEET THEREOF.

PARCEL NO. 12: (PARCEL ID NO. G25-002)

THAT PART OF SECTION 25, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

THE ABOVE PARCEL CONTAINING 322.17± ACRES, MORE OR LESS.

Legal Description Alternate Key 3786048

That part of the S.W ¼ of Section 19, Township 19 South, Range 24 East, In Lake County, Florida, bounded and described as follows: Commence at the West¼ corner of Section 19, Township 19 South, Range 24 East, and Run S00°18'39"W along the West line of the S.W ¼ a distance of

Village Palms Holdings – South of SR 44 and west of Whitney Road

ANNX-23-437; LSCP-23-438; PUD-23-439

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Legal Description submitted by Applicant

Thursday, September 28, 2023

703.06 feet to a point on the New Southerly right-of-way line of Highway No 44 as exists this date of June 24, 1999, and the point of beginning of this description, said point of beginning being on a curve concave southwesterly and having a radius of 11,359.16 feet and a radial bearing of N06°55' 48" E, Thence southeasterly along the arc of said curve and said southerly right-of-way line of Highway No 44 through a central angle of 01°07'24" an arc length of 222.72 feet to the end of said curve, Thence 571°56'47" E, along said southerly right-of-way line 246.80 feet to the beginning of a curve concave northeasterly and having a radius of 11,559.16 feet, Thence southeasterly along the arc of said curve and said southerly right-of-way line of Highway No 44 through a central angle of 02°07'30" an arc length of 428.72 feet, thence leaving said southerly right-of-way line run 500°38'37" W, 381.34 feet; Thence S74°47'31"E, 270.13 feet, Thence S00°18'20"W, 1452.27 feet to a point on the south line of the SW ¼ of the aforementioned Section 19, Thence N89°46' 46"W, along the south line of the SW¼ a distance of 1114.99 feet to the southwest corner of the SW¼ of said Section 19, Thence N00°18'39"E along the West line of the SW¼ a distance of 2177.19 feet to the point of beginning subject to Florida Power Corporation Easements subject to all easements, rights-of-way and restrictions of record if any.

Legal Description Alternate Key 3591666

That part of the SW¼ of Section 19, Township 19 South, Range 24 East, in Lake County, Florida, lying southwesterly of the southerly right-of-way line of Highway No. 44 bounded and described as follows: From the West¼ corner of Section 19, Township 19 South, Range 24 East, run S00°18'39"W. along the West line of the SW¼ a distance of 2880.25 feet to the Southwest corner of the SW¼ of said Section 19; Thence S89°46' 46"E. along the South line of the SW¼ a distance of 1114.99 feet to the point of beginning of this description; From said point of beginning, run N00°18'20"E, 1452.27 feet; Thence N74°47'37"W., 270.13 feet; Thence N00°38'37"E., 478.39 feet to a point on the southwesterly right-of-way of the aforementioned Highway No. 44, said point being on a curve concave northeasterly and having a radius of 5779.65 feet and having a radial bearing of S17°40'37"W.; Thence southeasterly along the arc of said curve and said southwesterly



Village Palms Holdings – South of SR 44 and west of Whitney Road

ANNX-23-437; LSCP-23-438; PUD-23-439

AK#s: 1035287, 1116546, 1171792, 1171814, 1700001, 1772541, 1772575, 2542730, 2665106, 3458907, 3786048, and 3591666.

Legal Description submitted by Applicant

Thursday, September 28, 2023

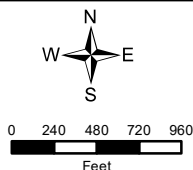
right-of-way line through a central angle of 03°04'24" an arc length of 310.03 feet to the end of said curve; Thence S75°23'47"E along said southwesterly right-of-way line 248.21 feet; Thence leaving said southwesterly right-of-way line run S00°05'30" E., 1130.74 feet; Thence S28°37'48"W., 102.95 feet; Thence 503°25'41"E., 633.82

feet to a point on the south line of the SW¼ of the aforementioned Section 19; Thence N89°46'46"W., along the south line of the SW¼ a distance of 280.8 feet to the point of beginning. Less and Except right-of-way for State Road No. 44 as set forth in Final Judgement per O.R Book 1487, Page 774, Public Records of Lake County, Florida.

# Aerial



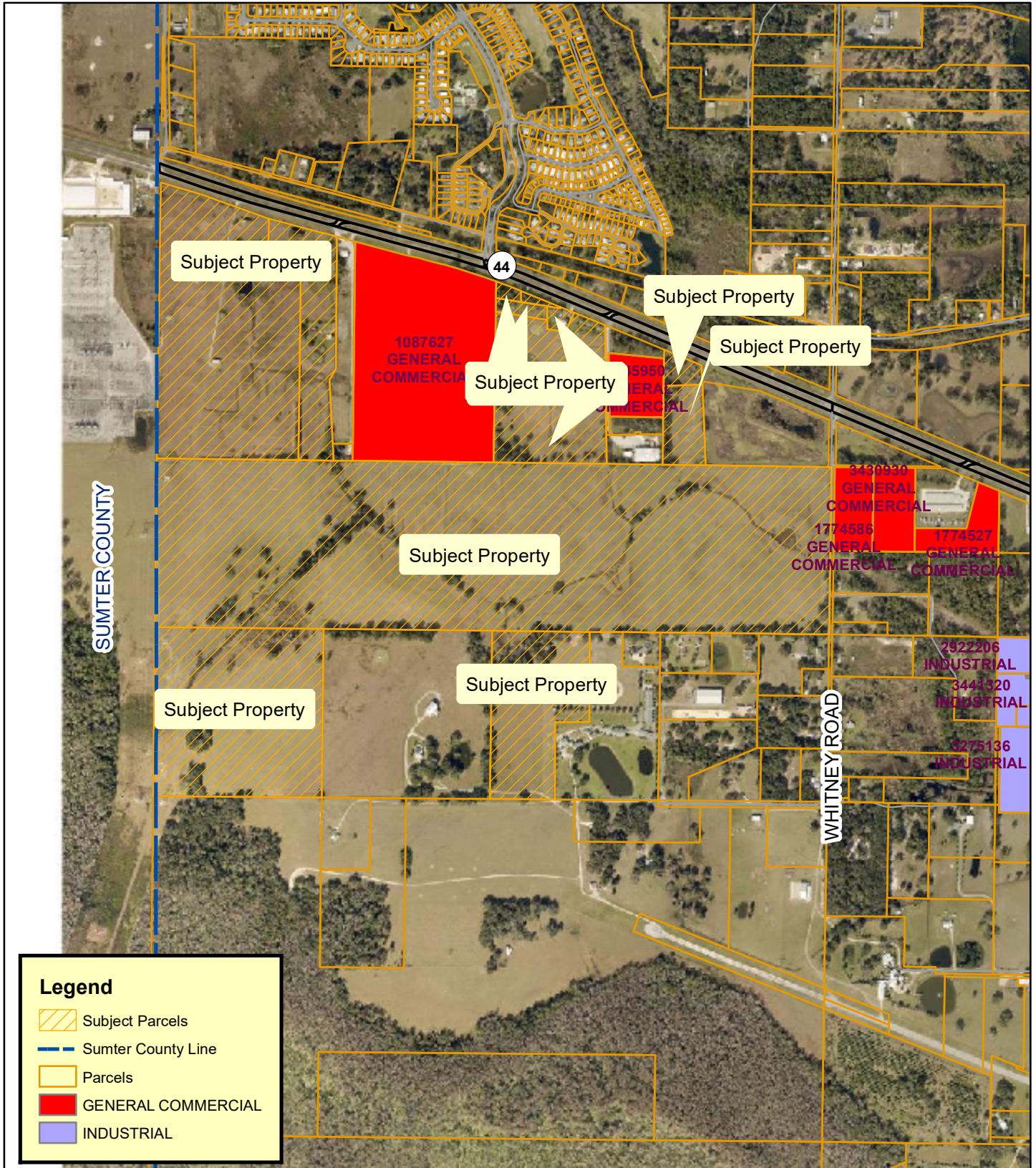
**Planning  
& Zoning  
Division**



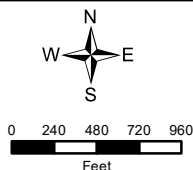
Village Palms Holdings  
(ANNX-23-437); LSCP-23-438; PUD-23-439  
AK #s: 1035287, 1116546, 1171792, 1171814, 1700001,  
1772541, 1772575, 2542730, 2665106, 3458907, 3786048, and 3591666  
Sections 19 and 30, Township 19 South, Range 24 East  
September 28, 2023



# Future Land Use



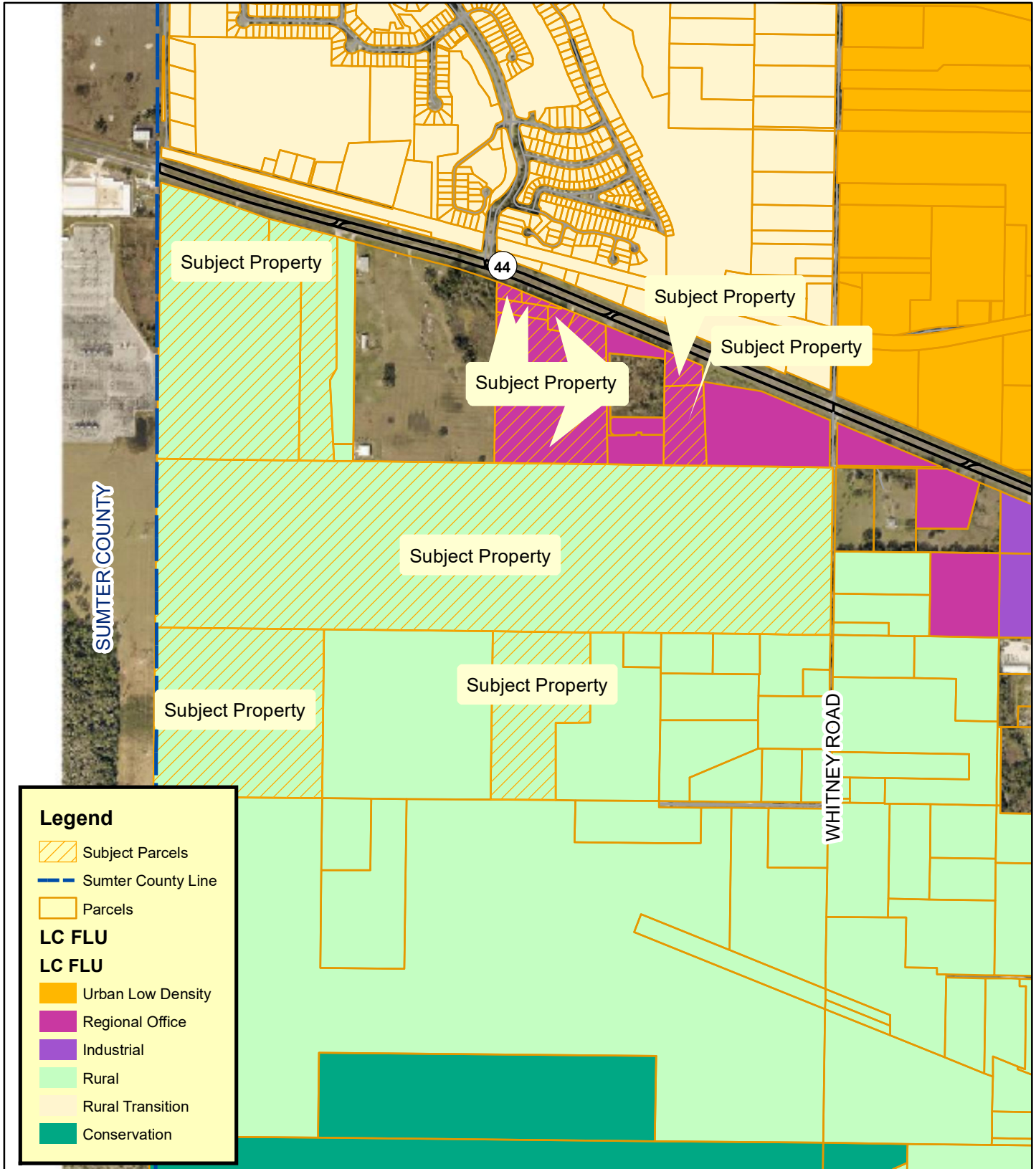
**Planning  
& Zoning  
Division**



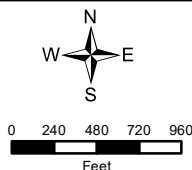
Village Palms Holdings  
(ANNX-23-437); LSCP-23-438; PUD-23-439  
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Sections 19 and 30, Township 19 South, Range 24 East  
September 28, 2023



# Lake County Future Land Use



**Planning  
& Zoning  
Division**

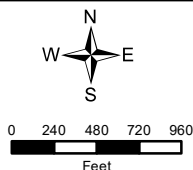


Village Palms Holdings  
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1772541, 1772575, 2542730, 2665106, 3458907, 3786048, and 3591666  
Sections 19 and 30, Township 19 South, Range 24 East  
September 28, 2023

# Proposed Future Land Use



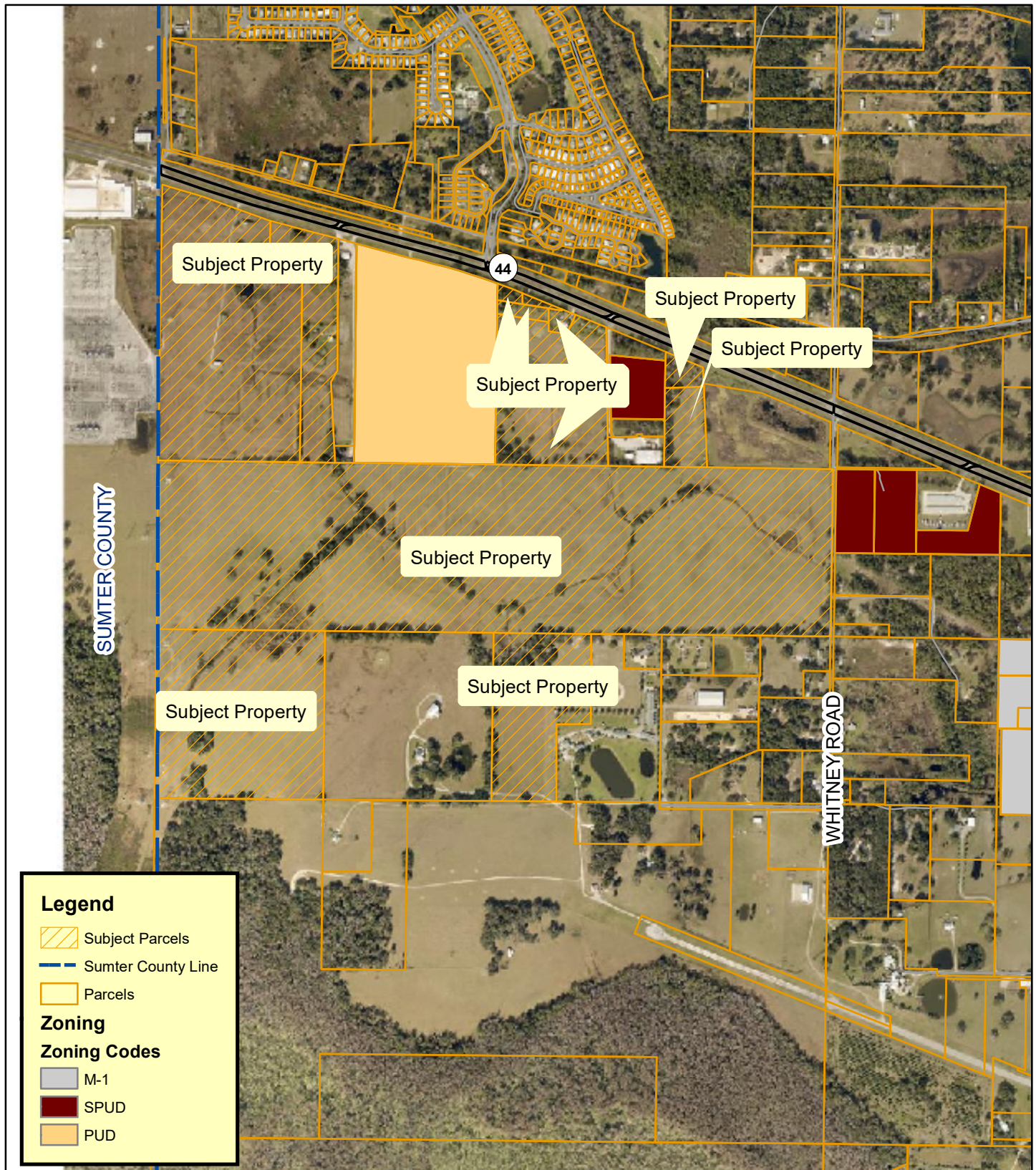
**Planning  
& Zoning  
Division**



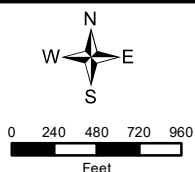
Village Palms Holdings  
(ANNX-23-437); LSCP-23-438; PUD-23-439  
AK #s: 1035287, 1116546, 1171792, 1171814, 1700001,  
1772541, 1772575, 2542730, 2665106, 3458907, 3786048, and 3591666  
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September 28, 2023



# Zoning



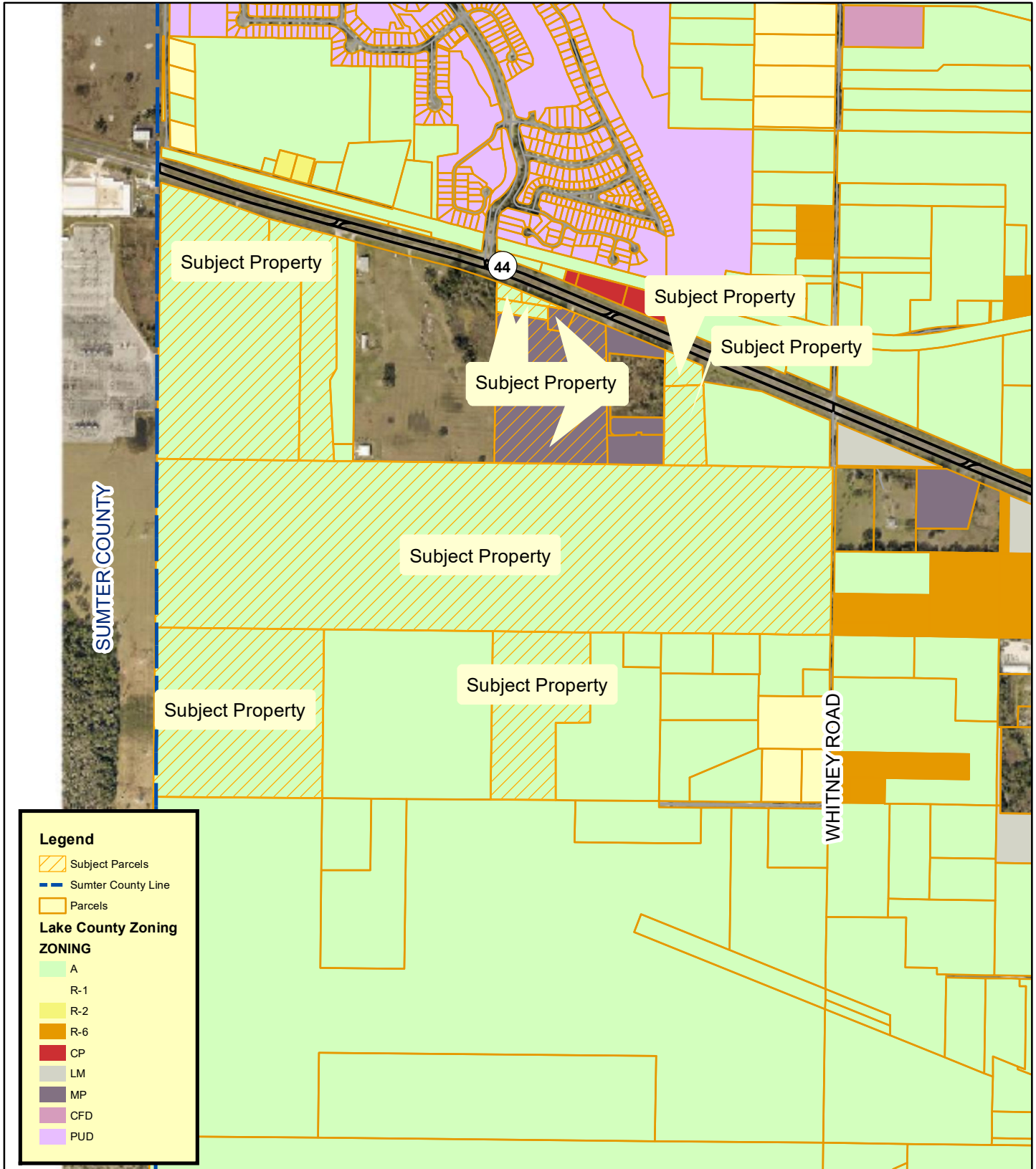
## Planning & Zoning Division



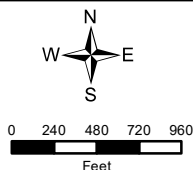
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September 28, 2023



# Lake County Zoning



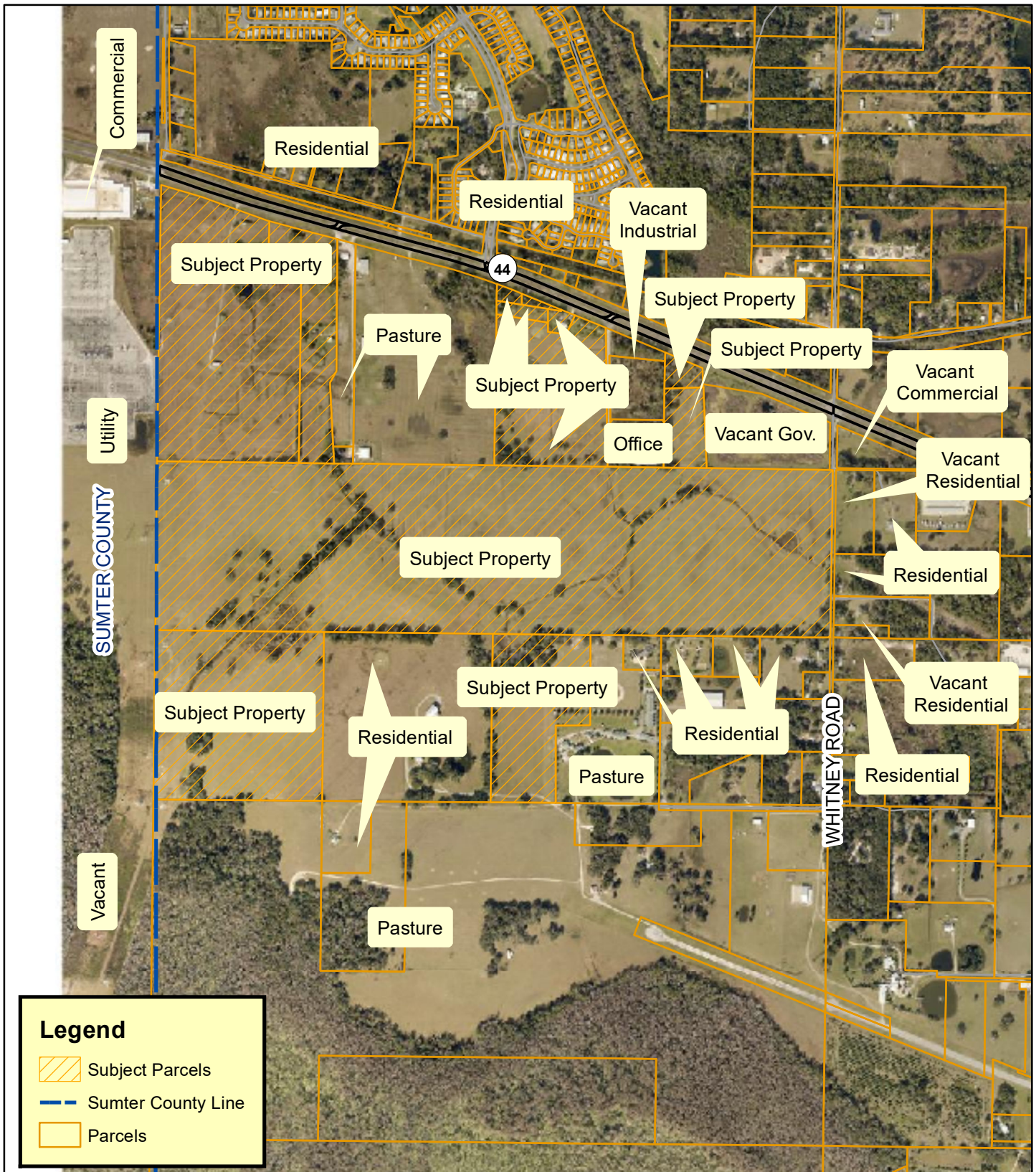
**Planning  
& Zoning  
Division**



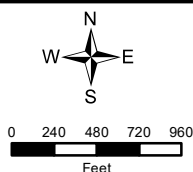
Village Palms Holdings  
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September 28, 2023



# Surrounding Land Uses

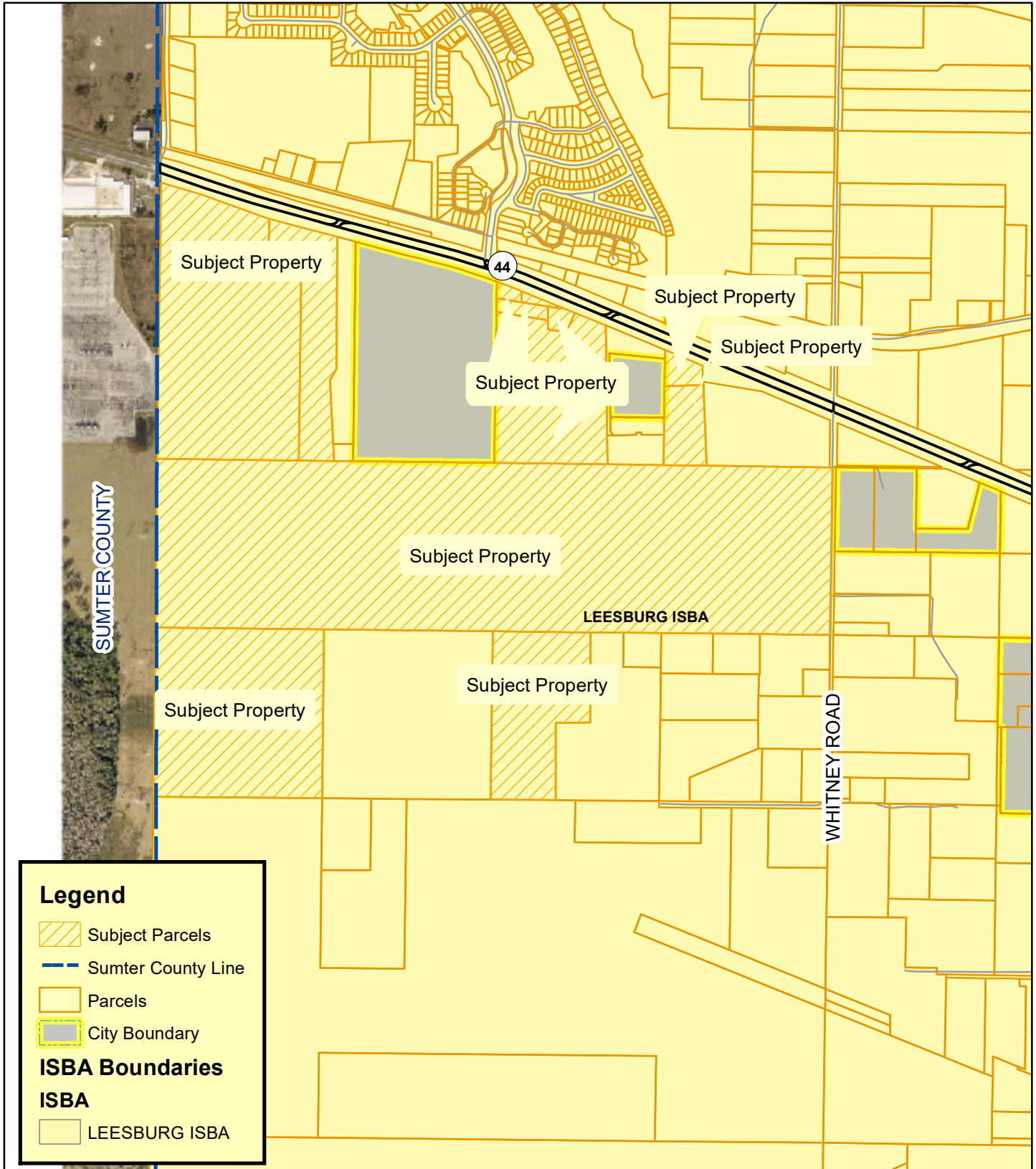


**Planning  
& Zoning  
Division**

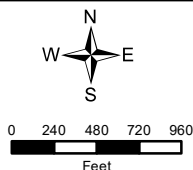


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 1772541, 1772575, 2542730, 2665106, 3458907, 3786048, and 3591666  
 Sections 19 and 30, Township 19 South, Range 24 East  
 September 28, 2023

# ISBA and City Boundary



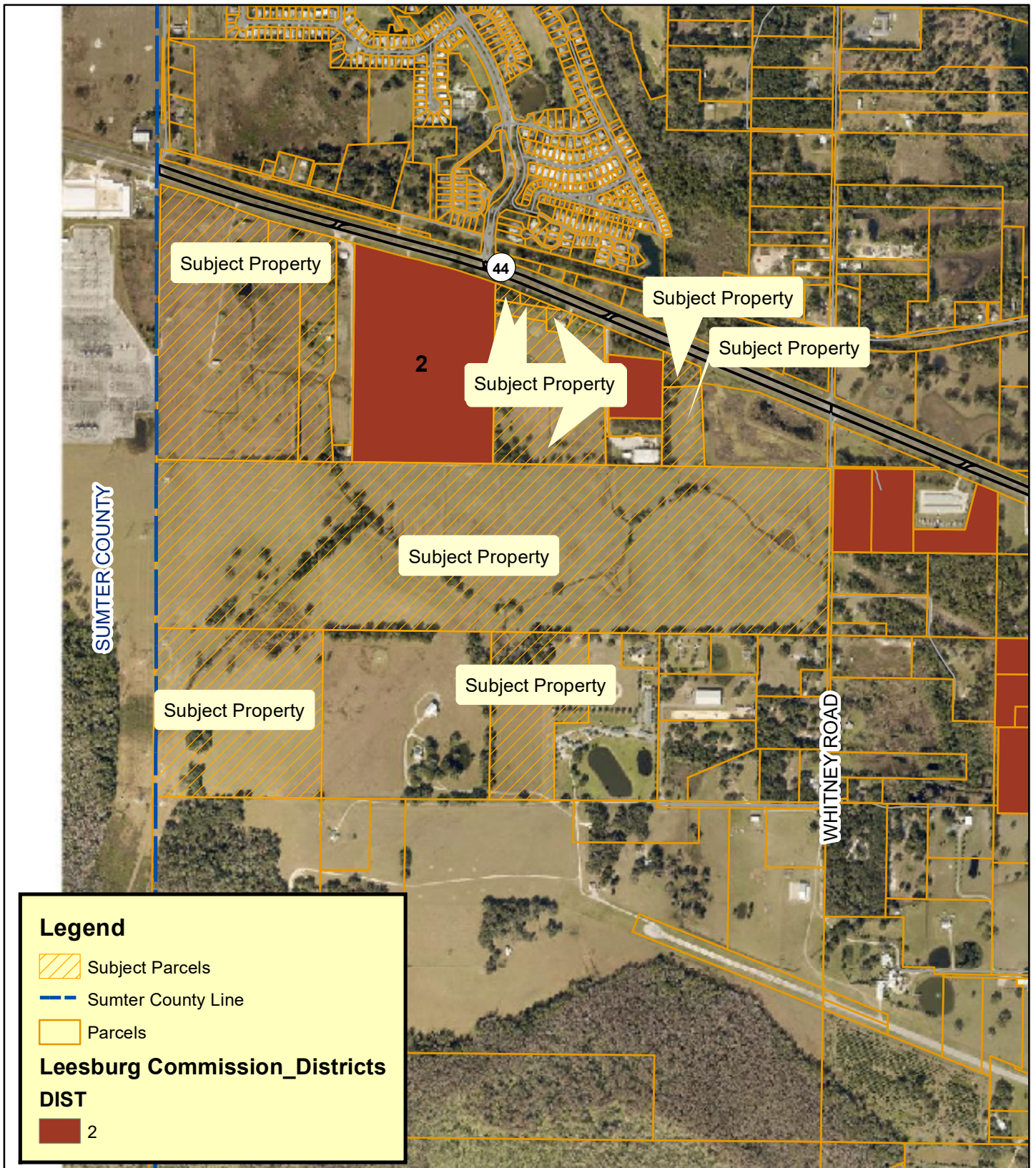
**Planning  
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Division**



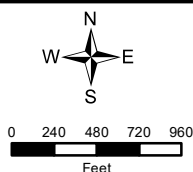
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September 28, 2023



# Commission District



**Planning  
& Zoning  
Division**



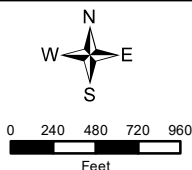
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# Flood Zone



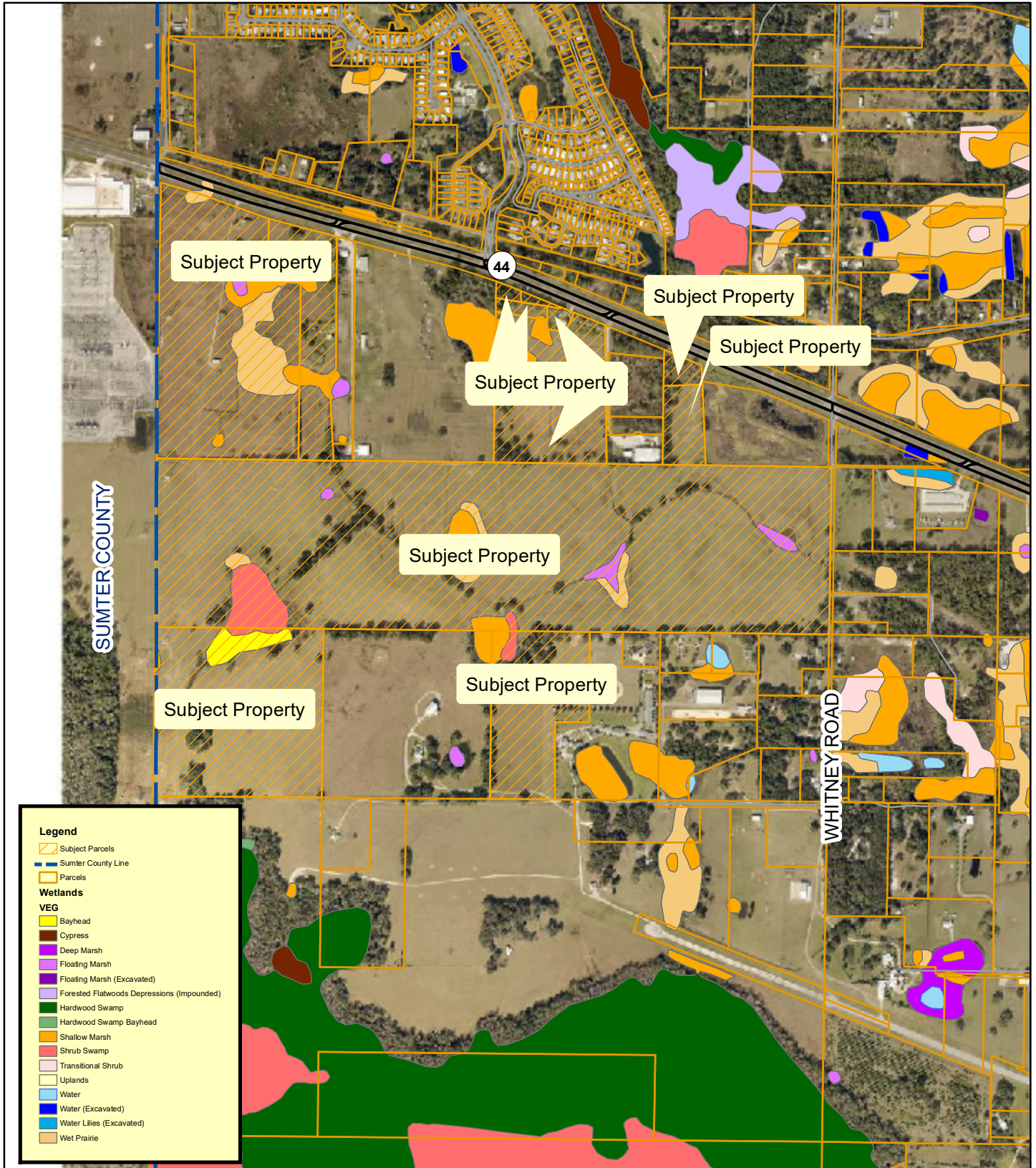
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& Zoning  
Division**



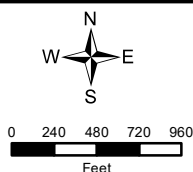
Village Palms Holdings  
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September 28, 2023



# Wetlands



**Planning  
& Zoning  
Division**



Village Palms Holdings  
(ANNX-23-437); LSCP-23-438; PUD-23-439  
AK #s: 1035287, 1116546, 1171792, 1171814, 1700001,  
1772541, 1772575, 2542730, 2665106, 3458907, 3786048, and 3591666  
Sections 19 and 30, Township 19 South, Range 24 East  
September 28, 2023

# City of Leesburg Lake Front City

## Agenda Memorandum

**Item No:** 6.B.3.

**Meeting Date:** December 18, 2023

**From:** Dan Miller, (Planning and Zoning Director), Max Vanallen, (Senior Planner)

**Subject:** An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 316 +/- acres from Lake County A (Agriculture) and MP (Planned Industrial) to City of Leesburg PUD (Planned Unit Development) to allow mixed-use development, including single-family, duplex, multi-family, and townhouse residential units, commercial, medical/professional office, and a hotel, for a property generally located south of State Road 44 and west of Whitney Road, lying in Sections 19 and 30, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Village Palms PUD)

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### Staff Recommendation:

Planning and Zoning Staff and Planning Commission, with a motion to add tree canopy as an option in lieu of the boundary fencing requirement, recommend approval of the request to rezone the subject property from Lake County A (Agriculture) and MP (Planned Industrial) to City of Leesburg PUD (Planned Unit Development) to allow 562 single-family lots, 134 duplexes, 300 multi-family units, 252 town-homes, 130,000 square feet of commercial uses, 42,000 square feet of medical/professional offices, and a 120-room hotel.

### Analysis:

The project site is approximately 316+/- acres, and is generally located south of State Road 44 and west of Whitney Road, as shown on the attached maps. At this time, the property is vacant., undeveloped land, agriculture, 1 single-family unit, and 1 manufactured home unit. The proposal will 562 single-family lots, 134 duplexes, 300 multi-family units, 252 townhomes, 130,000 square feet of commercial uses, 42,000 square feet of medical/professional offices, and a 120-room hotel. The existing land uses surrounding the property are Residential, Residential Commons Area, Office, Pasture, Commercial, Utility, and Vacant Acreage. City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on November 16, 2023, and recommended approval.

### Procurement Analysis:

N/A



**Options:**

1. Approve the proposed rezoning to PUD (Planned Unit Development); or
2. Other such action as the Commission may deem appropriate.

**Fiscal Impact:**

Future development of this site will create a substantial positive fiscal impact on the City of Leesburg, in the form of impact and utility fees, plus ad valorem taxes.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 316 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE) AND MP (PLANNED INDUSTRIAL) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW MIXED-USE DEVELOPMENT, INCLUDING SINGLE-FAMILY, DUPLEX, MULTI-FAMILY, AND TOWNHOUSE RESIDENTIAL UNITS, COMMERCIAL, MEDICAL/PROFESSIONAL OFFICE, AND A HOTEL, FOR A PROPERTY GENERALLY LOCATED SOUTH OF STATE ROAD 44 AND WEST OF WHITNEY ROAD, LYING IN SECTIONS 19 AND 30, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (VILLAGE PALMS PUD)**

**BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA, that:**

**Section 1.**

Based upon the petition of Michael Rankin, LPG, Petitioner, "Permittee" on behalf of Dusam Investments, Inc. and WindMill Acres, LLC, of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from Lake County A (Agriculture) and MP (Planned Industrial) to City of Leesburg PUD (Planned Unit Development) to-wit:

(Legal Description)  
(See Exhibit A)

**Section 2.**

This ordinance shall become effective upon its passage and adoption, according to law.

**PASSED AND ADOPTED** at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the \_\_\_\_\_ day of \_\_\_\_\_ 2024.

**THE CITY OF LEESBURG, FLORIDA**

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Village Palms Holdings – South of SR 44 and west of Whitney Road

ANNX-23-437; LSCP-23-438; PUD-23-439

AK#s: 1035287, 1116546, 1171792, 1171814, 1700001, 1772541, 1772575, 2542730, 2665106, 3458907, 3786048, and 3591666.

Legal Description submitted by Applicant

Thursday, September 28, 2023

PARCEL NO. 1: (PARCEL ID NO. 3019240001-000-00100)

THE NORTH 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

PARCEL NO. 2: (PARCEL ID NO. 3019240002-000-00700)

THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

PARCEL NO. 3: (PARCEL ID NO. 3019240001-000-00601)

BEGIN AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; RUN THENCE NORTH 00°04'30" EAST, ALONG THE WEST LINE OF THE SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4, 1327.27 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF THE SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE SOUTH 89°51'51" EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4,

782.50 FEET; THENCE SOUTH 00°04'30" WEST, 714.85 FEET; THENCE SOUTH 89°57'29" WEST, 272.50 FEET; THENCE SOUTH 00°04'30" WEST, 610.00 FEET TO THE SOUTH LINE OF THE SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE SOUTH 89°57'29" WEST, ALONG SAID SOUTH LINE, 510.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE NORTH SO FEET OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 24 EAST, AND A STRIP OF LAND 66 FEET WIDE, THE CENTER OF WHICH IS DESCRIBED AS: BEGIN AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; RUN WEST TO

Village Palms Holdings – South of SR 44 and west of Whitney Road

ANNX-23-437; LSCP-23-438; PUD-23-439

AK#s: 1035287, 1116546, 1171792, 1171814, 1700001, 1772541, 1772575, 2542730, 2665106, 3458907, 3786048, and 3591666.

Legal Description submitted by Applicant

Thursday, September 28, 2023

THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30.

PARCEL NO. 4: (PARCEL ID NO. 1919240004-000-01302)

THAT PART OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, LYING SOUTH OF THE RIGHT-OF-WAY OF STATE ROAD NO. 44, BEING DESCRIBED AS FOLLOWS:

BEGIN 437.15 FEET WEST OF THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; RUN THENCE NORTH 01°19'10" WEST, 1088.61 FEET; THENCE RUN NORTH 67°40'30" WEST, 266.28 FEET TO A POINT TO BE KNOWN AS POINT "A"; BEGIN AGAIN AT THE POINT OF BEGINNING AND RUN WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 19, TO THE SOUTHWEST CORNER OF THE SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE RUN NORTH, ALONG THE WEST LINE OF THE SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, 1189.48 FEET; THENCE RUN SOUTH 81°22'30" EAST, 409.31 FEET; THENCE RUN SOUTH 76.43 FEET; THENCE RUN SOUTH 81 °22'30" EAST, 146.00 FEET; THENCE RUN NORTH 23°49'40" EAST, 167.97 FEET TO SAID POINT "A".

PARCEL NO. 5: (PARCEL ID NO. 1919240004-000-02200)

THAT PART OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; RUN THENCE NORTH, ALONG THE WEST LINE OF THE SAID SOUTHEAST 1/4 OF THE

Village Palms Holdings – South of SR 44 and west of Whitney Road

ANNX-23-437; LSCP-23-438; PUD-23-439

AK#s: 1035287, 1116546, 1171792, 1171814, 1700001, 1772541, 1772575, 2542730, 2665106, 3458907, 3786048, and 3591666.

Legal Description submitted by Applicant

Thursday, September 28, 2023

SOUTHEAST 1/4, 621.70 FEET; THENCE RUN NORTH 87°45'00" EAST, 278.0 FEET; THENCE RUN SOUTH 02°45'00" EAST, 624.4 FEET; THENCE RUN WEST 327.40 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 6: (PARCEL ID NO. 1919240004-000-05500)

THAT PART OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; THENCE RUN NORTH 00°29'00" EAST, ALONG THE WEST LINE OF THE SAID SOUTHEAST 1/4, A DISTANCE OF 1189.48 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°29'00" EAST, ALONG SAID WEST LINE, 107.87 FEET; THENCE SOUTH 81°22'30" EAST, 408.39 FEET; THENCE RUN SOUTH 108.00 FEET; THENCE RUN NORTH 81°22'30" WEST, 409.31 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 7: (PARCEL ID NO. 1919240004-000-01400)

THAT PART OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

THE WEST 200.0 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

FROM THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, RUN NORTH 0°29'00" EAST, ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 1297.35 FEET TO A 4 INCH ROUND CONCRETE MONUMENT AND THE POINT OF BEGINNING; THENCE RUN SOUTH 81°22'30" EAST, 516.20 FEET TO A 4 INCH ROUND CONCRETE MONUMENT; THENCE NORTH A DISTANCE OF 95.50 FEET TO A 4 INCH ROUND CONCRETE MONUMENT ON THE



Village Palms Holdings – South of SR 44 and west of Whitney Road

ANNX-23-437; LSCP-23-438; PUD-23-439

AK#s: 1035287, 1116546, 1171792, 1171814, 1700001, 1772541, 1772575, 2542730, 2665106, 3458907, 3786048, and 3591666.

Legal Description submitted by Applicant

Thursday, September 28, 2023

SOUTH BOUNDARY OF A 100 FOOT WIDE RIGHT-OF-WAY OF STATE ROAD NO. 44; THENCE NORTH 67°40'50" WEST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 34.5 FEET TO A 4 INCH CONCRETE MONUMENT AT THE POINT OF INTERSECTION OF SAID ROAD RIGHT-OF-WAY WITH THE NORTH BOUNDARY OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 19; THENCE RUN WEST, ALONG THE NORTH BOUNDARY OF THE SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 478.1 FEET TO THE NORTHWEST CORNER OF THE SAID

SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE RUN SOUTH 00°29'00" WEST, ALONG THE WEST BOUNDARY OF THE SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 34.00 FEET TO THE POINT OF BEGINNING.

AND

THE WEST 200.0 FEET OF THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, LYING SOUTH OF THE 100.0 FOOT WIDE RIGHT-OF-WAY OF STATE ROAD NO. 44.

LESS AND EXCEPT THAT CERTAIN PARCEL OF LAND LYING WITHIN SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT A 4 INCH ROUND PLAIN CONCRETE MONUMENT BEING THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 19; THENCE NORTH 00°21'54" EAST, ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 19, A DISTANCE OF 1,516.20 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 44, SAID POINT BEING 50 FEET FROM THE CENTERLINE OF SAID STATE ROAD NO. 44 PROJECT SECTION 11010-2553, SAID POINT BEING THE

Village Palms Holdings – South of SR 44 and west of Whitney Road

ANNX-23-437; LSCP-23-438; PUD-23-439

AK#s: 1035287, 1116546, 1171792, 1171814, 1700001, 1772541, 1772575, 2542730, 2665106, 3458907, 3786048, and 3591666.

Legal Description submitted by Applicant

Thursday, September 28, 2023

INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 5,679.65 FEET AND A CENTRAL ANGLE OF 02°08'44"; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT AND ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 212.67 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 69°45'49" EAST, 212.66 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE SOUTH 00°21'54" WEST, PARALLEL WITH SAID WEST BOUNDARY LINE, 87.90 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 5,597.58 FEET AND A CENTRAL ANGLE OF 02°10'52"; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, 213.09 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 69°27'36" WEST, 213.07 FEET TO A POINT ON SAID WEST BOUNDARY LINE; THENCE NORTH 00°21'54" EAST, ALONG SAID WEST BOUNDARY LINE, 86.69 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 8: (PARCEL ID NO. 1919240004-000-01500)

THAT PART OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLO WS:

FROM THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, RUN NORTH 0°29'00" EAST, ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 1297.35 FEET TO A 4 INCH ROUND CONCRETE MONUMENT AND THE POINT OF BEGINNING; THENCE RUN SOUTH 81 °22'30" EAST, 516.20 FEET TO A 4 INCH ROUND CONCRETE MONUMENT; THENCE NORTH 95.50

Village Palms Holdings – South of SR 44 and west of Whitney Road

ANNX-23-437; LSCP-23-438; PUD-23-439

AK#s: 1035287, 1116546, 1171792, 1171814, 1700001, 1772541, 1772575, 2542730, 2665106, 3458907, 3786048, and 3591666.

Legal Description submitted by Applicant

Thursday, September 28, 2023

FEET TO A 4 INCH ROUND CONCRETE MONUMENT ON THE SOUTH BOUNDARY OF THE 100 FOOT WIDE RIGHT-OF- WAY OF STATE ROAD NO. 44; THENCE NORTH 67°40'50" WEST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 34.5 FEET TO A 4 INCH CONCRETE MONUMENT AT THE POINT OF INTERSECTION OF SAID

ROAD RIGHT-OF-WAY WITH THE NORTH BOUNDARY OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 19; THENCE RUN WEST, ALONG THE NORTH BOUNDARY OF THE SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 478.1 FEET TO THE NORTHWEST CORNER OF THE SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE RUN SOUTH 00°29'00" WEST, ALONG THE WEST BOUNDARY OF THE SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 34.00 FEET TO THE POINT OF BEGINNING. LESS THE WEST 200.0 FEET THEREOF.

AND

THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, LYING SOUTHWESTERLY OF THE SOUTHERLY BOUNDARY OF THE 100.0-FOOT-WIDE RIGHT-OF-WAY OF STATE ROAD NO. 44, LESS THE WEST 200.0 FEET THEREOF.

LESS AND EXCEPT THAT PORTION CONVEYED TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION BY WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1345, PAGE 646, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL NO. 9: (PARCEL ID NO. 1919240004-000-04300)

THAT PART OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

Village Palms Holdings – South of SR 44 and west of Whitney Road

ANNX-23-437; LSCP-23-438; PUD-23-439

AK#s: 1035287, 1116546, 1171792, 1171814, 1700001, 1772541, 1772575, 2542730, 2665106, 3458907, 3786048, and 3591666.

Legal Description submitted by Applicant

Thursday, September 28, 2023

FROM THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, RUN NORTH 0°29'00" EAST, ALONG THE WEST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 1297.35 FEET; THENCE RUN SOUTH 81°22'30" EAST, 408.39 FEET TO A POINT OF BEGINNING; THENCE CONTINUE SOUTH 81 °22'30" EAST, 107.81 FEET; THENCE NORTH A DISTANCE OF 95.50 FEET TO THE SOUTHERLY BOUNDARY OF A 100 FOOT WIDE RIGHT-OF-WAY OF STATE ROAD NO. 44; THENCE SOUTH 67°40'50" EAST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 150.00 FEET; THENCE RUN SOUTH 23°49'40" WEST, 250.0 FEET; THENCE NORTH 81°22'30" WEST, 146.0 FEET; THENCE NORTH 184.43 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 10: (PARCEL ID NO. 1919240001-000-02100)

THAT PART OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, RUN NORTH 89°41'01" WEST, 989.63 FEET; THENCE RUN NORTH 03°59'50" WEST, 661.49 FEET TO THE POINT OF BEGINNING; CONTINUE NORTH 03°59'50" WEST, 125.05 FEET; THENCE NORTH 67°40'30" WEST, 304.28 FEET TO THE WEST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 19; THENCE SOUTH 00°24'41" WEST TO A POINT THAT IS 621.7 FEET NORTH OF THE SOUTHWEST CORNER OF THE

SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19; THENCE RUN NORTH 87°45'00" EAST, 278.0 FEET TO THE POINT OF BEGINNING.

Village Palms Holdings – South of SR 44 and west of Whitney Road

ANNX-23-437; LSCP-23-438; PUD-23-439

AK#s: 1035287, 1116546, 1171792, 1171814, 1700001, 1772541, 1772575, 2542730, 2665106, 3458907, 3786048, and 3591666.

Legal Description submitted by Applicant

Thursday, September 28, 2023

TOGETHER WITH A 12 FOOT EASEMENT AS GRANTED IN THAT FINAL JUDGMENT RECORDED IN OFFICIAL RECORDS BOOK 1357, PAGE 115, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL NO. 11: (PARCEL ID NO. G25-001)

THAT PART OF SECTION 25, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS THE NORTH 367.5 FEET THEREOF.

PARCEL NO. 12: (PARCEL ID NO. G25-002)

THAT PART OF SECTION 25, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

THE ABOVE PARCEL CONTAINING 322.17± ACRES, MORE OR LESS.

Legal Description Alternate Key 3786048

That part of the S.W ¼ of Section 19, Township 19 South, Range 24 East, In Lake County, Florida, bounded and described as follows: Commence at the West¼ corner of Section 19, Township 19 South, Range 24 East, and Run S00°18'39"W along the West line of the S.W ¼ a distance of



Village Palms Holdings – South of SR 44 and west of Whitney Road

ANNX-23-437; LSCP-23-438; PUD-23-439

AK#s: 1035287, 1116546, 1171792, 1171814, 1700001, 1772541, 1772575, 2542730, 2665106, 3458907, 3786048, and 3591666.

Legal Description submitted by Applicant

Thursday, September 28, 2023

703.06 feet to a point on the New Southerly right-of-way line of Highway No 44 as exists this date of June 24, 1999, and the point of beginning of this description, said point of beginning being on a curve concave southwesterly and having a radius of 11,359.16 feet and a radial bearing of N06°55' 48" E, Thence southeasterly along the arc of said curve and said southerly right-of-way line of Highway No 44 through a central angle of 01°07'24" an arc length of 222.72 feet to the end of said curve, Thence 571°56'47" E, along said southerly right-of-way line 246.80 feet to the beginning of a curve concave northeasterly and having a radius of 11,559.16 feet, Thence southeasterly along the arc of said curve and said southerly right-of-way line of Highway No 44 through a central angle of 02°07'30" an arc length of 428.72 feet, thence leaving said southerly right-of-way line run 500°38'37" W, 381.34 feet; Thence S74°47'31"E, 270.13 feet, Thence S00°18'20"W, 1452.27 feet to a point on the south line of the SW ¼ of the aforementioned Section 19, Thence N89°46' 46"W, along the south line of the SW¼ a distance of 1114.99 feet to the southwest corner of the SW¼ of said Section 19, Thence N00°18'39"E along the West line of the SW¼ a distance of 2177.19 feet to the point of beginning subject to Florida Power Corporation Easements subject to all easements, rights-of-way and restrictions of record if any.

Legal Description Alternate Key 3591666

That part of the SW¼ of Section 19, Township 19 South, Range 24 East, in Lake County, Florida, lying southwesterly of the southerly right-of-way line of Highway No. 44 bounded and described as follows: From the West¼ corner of Section 19, Township 19 South, Range 24 East, run S00°18'39"W. along the West line of the SW¼ a distance of 2880.25 feet to the Southwest corner of the SW¼ of said Section 19; Thence S89°46' 46"E. along the South line of the SW¼ a distance of 1114.99 feet to the point of beginning of this description; From said point of beginning, run N00°18'20"E, 1452.27 feet; Thence N74°47'37"W., 270.13 feet; Thence N00°38'37"E., 478.39 feet to a point on the southwesterly right-of-way of the aforementioned Highway No. 44, said point being on a curve concave northeasterly and having a radius of 5779.65 feet and having a radial bearing of S17°40'37"W.; Thence southeasterly along the arc of said curve and said southwesterly

Village Palms Holdings – South of SR 44 and west of Whitney Road

ANNX-23-437; LSCP-23-438; PUD-23-439

AK#s: 1035287, 1116546, 1171792, 1171814, 1700001, 1772541, 1772575, 2542730, 2665106, 3458907, 3786048, and 3591666.

Legal Description submitted by Applicant

Thursday, September 28, 2023

right-of-way line through a central angle of 03°04'24" an arc length of 310.03 feet to the end of said curve; Thence S75°23'47"E along said southwesterly right-of-way line 248.21 feet; Thence leaving said southwesterly right-of-way line run S00°05'30" E., 1130.74 feet; Thence S28°37'48"W., 102.95 feet; Thence 503°25'41"E., 633.82

feet to a point on the south line of the SW¼ of the aforementioned Section 19; Thence N89°46'46"W., along the south line of the SW¼ a distance of 280.8 feet to the point of beginning. Less and Except right-of-way for State Road No. 44 as set forth in Final Judgement per O.R Book 1487, Page 774, Public Records of Lake County, Florida.

**VILLAGE PALMS HOLDINGS**  
**PUD (PLANNED UNIT DEVELOPMENT CONDITIONS)**  
**November 16, 2023**

These Planned Unit Development Conditions for a PUD (Planned Unit Development) zoning district are granted by the City of Leesburg, Lake County, Florida to **Village Palm Holdings, LLC, c/o Mr. Paul Stefan, 7048 Spring Drop Court, Orlando, FL 32836 (Michael Rankin, LPG Urban and Regional Planners, 1162 Camp Avenue, Mt. Dora, Florida, 32757 - Agent)** for the purposes described herein, and subject to the terms and conditions as set forth in this document, pursuant to authority contained in Chapter 25 “Zoning”, Section 25-278 “Planned Unit Development” of the City of Leesburg Code of Ordinances, as amended.

**BACKGROUND**

The "Permittee" is requesting a Planned Unit Development (PUD) zoning district to allow future construction of a proposed mixed-use development consisting of approximately 316 acres, containing a maximum of 562 detached single-family lots, 264 townhome units, 134 duplex units, 300 multi-family residential units, 130,000 square feet of commercial uses, plus 42,000 square feet of medical/professional offices, and a 120-room hotel, generally located on the south side of State Road 44, and west of Whitney Road, on a site within the City of Leesburg in accordance with their PUD application and supplemental information.

**PURPOSE**

The purpose of this document is to provide appropriate zoning standards for a high-quality built environment through the application of flexible and diversified land development requirements, which shall be implemented in conjunction with a master site development plan and the City of Leesburg Code of Ordinances, therefore allowing for more efficient and optimal use of the subject property, and to increase the overall economic opportunity and employment base of Leesburg, Florida.

**CONDITIONS**

The following conditions shall apply to the development proposed herein. If any instance where the conditions of this document may conflict with the City of Leesburg Code of Ordinances, this document shall prevail as the determining requirement.

1. **PERMISSION** is hereby granted to **Village Palm Holdings, LLC, c/o Mr. Paul Stefan, 7048 Spring Drop Court, Orlando, FL 32836 (Michael Rankin, LPG Urban and Regional Planners, 1162 Camp Avenue, Mt. Dora, Florida, 32757 - Agent)** to construct, operate, and maintain a Planned Unit Development in and on real property in the City of Leesburg, in accordance with the requirements set forth herein. The property is more particularly described below.
2. **LEGAL DESCRIPTION**  
See attached Exhibit B, Legal Description.

### 3. LAND USE

The above-described property, containing approximately 316 acres, shall be used for residential and commercial development, pursuant to City of Leesburg development codes and standards, and shall occupy the areas shown on Exhibit C, Conceptual Development Plan, subject to the conditions of this document.

#### A. Permitted Uses – Residential Areas

1. Detached Single-family dwellings
2. Attached Single-family dwellings (“Townhomes”; subject to platting requirements)
3. Duplex dwellings (“Villa”)
4. Multi-family dwellings
5. Accessory structures for residential uses
6. Sales office in one unit
7. Accessory retail within a recreation center or clubhouse, intended for the primary use of residents, such as a snack bar
8. Temporary modular sales center office (during construction and sales of new units) not to exceed one year, and construction office not to exceed two years from the approval of the final plat of the final phase for the subdivision. Model homes may be used as sales centers during the duration of the project.

#### B. Permitted Uses – Commercial Areas

1. General retail sales/services
2. Restaurants
3. Pharmacy uses
4. Medical offices/clinics
5. Urgent care facilities
6. Veterinary/Pet care
7. Professional offices (i.e. registered with state) and general office uses under Sec. 25-284 (7) (b) *Office*.
8. Coffee shops with or without drive-thru
9. Day care centers
10. Houses of Worship
11. Fitness centers
12. Vehicle service
13. Personal services, (i.e. beauty salons, spa, etc., also see prohibited uses)
14. Hotel, motel.
  - a. Convention center, as hotel, motel accessory use.
15. Other uses may be permitted as reviewed by the Planning & Zoning Director, in writing, which shall follow the C-3 (Highway Commercial) zoning district requirements, as amended, subject to the conditions of this document.
16. Temporary modular sales center and construction office during construction phase of the commercial pod.

#### C. Temporary Uses

1. Agricultural uses in the adjoining phase(s) may continue until such a time as fifty (50%) of the permitted residential units in the nearest phase are constructed, per phase, within the proposed development.

D. Prohibited Uses – All areas

1. Industrial uses
2. Auto sales/dealership
3. Tattoo Parlors
4. Check cashing stores
5. Adult uses
6. Internet Café uses
7. Second hand (thrift) stores
8. Consignment shops
9. Pawn shops
10. Smoke shops
11. Junk or scrap collection/distribution
12. Recycling facility
13. All other uses not specifically permitted within these conditions under Permitted Uses above shall be prohibited.

#### 4. RESIDENTIAL DEVELOPMENT STANDARDS

A. General

1. The project shall contain a maximum of 562 detached single-family lots, 264 townhome units, 134 duplex (‘Villa’) units, 300 multi-family residential units, for a total of 1,260 residential units at a gross density not to exceed four (4.0) units per acre, plus 130,000 square feet of commercial uses, 42,000 square feet of medical/professional offices, and a 120-room hotel, at a commercial acreage not to exceed 50.0 acres, on the total 316-acre site, as shown on Exhibit C, Conceptual Development Plan, and as required in Table 1 *Density (Residential)* & Section 5 Commercial Development Standards, Table 2 *Use (Commercial)*.

Table 1: Density (Residential)

| Residential Style        | Units |
|--------------------------|-------|
| Single-family (detached) | 562   |
| Townhome (attached)      | 264   |
| Duplex (Villa)           | 134   |
| Multi-family             | 300   |
| <b>TOTAL</b>             | 1,260 |

- B. Where not regulated otherwise herein, the project shall utilize the R-1 (Low Density Residential) zoning district development standards as adopted and amended by the City of Leesburg.
- C. Development standards for residential properties shall be as shown on the Exhibit C, Conceptual Development Plan, and as follows:

1. Maximum impervious surface for the overall project shall be 65%. Swimming pools shall not count toward the impervious surface calculation.
2. Minimum distance between structures, excluding detached single-family and Villa units, shall be twenty (20) feet, as measured from building wall to building wall. Roof overhang: shall not exceed forty (40) percent of the distance between the building wall and the property line.
3. Accessory structures shall have a minimum rear and side setback of five (5) feet and single accessory structures that are not attached to the principal structure shall not occupy more than thirty (30) percent of the required rear yard.
4. 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.
5. Solid roof structures attached to the residence must meet the required rear setback as noted under "Minimum building setbacks."
6. 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.

D. The detached single-family minimum lot development standards shall be:

1. Fifty- (50) foot lots shall be oriented to the interior of the development. Lots above fifty (50) feet in width shall be generally located along exterior boundaries.
2. Each detached single-family residential unit shall have a minimum two (2) car garage.
3. Maximum height of two (2) stories, or 35 feet.
4. Maximum impervious surface for each lot shall be 60%.
5. Gutters shall be installed on the side and rear horizontal fascia for any home that has less than 7.5-foot side setback. For lots with a side yard setback of 7.5 feet or greater, no gutters are required. All lots shall be designed to direct stormwater to the appropriate drainage system(s).
6. For 50-foot lots:
  - (i) A maximum of 315 lots shall have a minimum lot width of fifty (50) feet.
  - (ii) Minimum house size: 1,600 square feet living area (under roof).
  - (iii) Each additional bedroom above the minimum house size shall be a minimum of 120 square feet.
  - (iv) Minimum lot size shall be 6,000 square feet.
  - (v) Minimum lot width 50 feet
  - (vi) Minimum lot depth 120 feet
  - (vii) Minimum building setbacks:
    - Front – 25 feet;
    - Porch – 20 feet (porch must be a minimum width of 5 feet).
    - Rear – 20 feet;
    - Side – 5 feet;
    - Corner (Street) Side – 15 feet.
6. For 60-foot lots:



- (i) No less than 161 lots shall have a minimum lot width of sixty (60) feet.
- (ii) Minimum house size: 1,700 square feet (under roof).
- (iii) Each additional bedroom above the minimum house size shall be a minimum of 120 square feet.
- (iv) Minimum lot size shall be 7,200 square feet.
- (v) Minimum width 60 feet
- (vi) Minimum depth 120 feet
- (vii) Minimum building setbacks:
  - Front – 25 feet;
  - Porch – 20 feet (porch must be a minimum width of 5 feet).
  - Rear – 20 feet;
  - Side – 7.5 feet;
  - Corner Side – 15 feet.

7. For 70-foot lots:

- (i) No less than 86 lots shall have a minimum lot width of seventy (70) feet.
- (ii) Minimum house size: 1,800 square feet (under roof).
- (iii) Each additional bedroom above the minimum house size shall be a minimum of 120 square feet.
- (iv) Minimum lot size shall be 8,400 square feet.
- (v) Minimum width 70 feet
- (vi) Minimum depth 120 feet
- (vii) Minimum building setbacks:
  - Front – 25 feet;
  - Porch – 20 feet (porch must be a minimum width of 5 feet).
  - Rear – 20 feet;
  - Side – 7.5 feet;
  - Corner Side – 15 feet.

E. The attached single-family (“Townhome”) and duplex (“Villa”) minimum lot development standards shall be:

- 1. Maximum impervious surface for each lot shall be 70%.
- 2. Gutters shall be installed on all horizontal fascia for any home that has less than 7.5-foot side setback. For lots with a side yard setback of 7.5 feet or greater, no gutters are required.
- 3. For 22-foot townhome lots:
  - (i) A maximum of 264 lots shall be pursuant to the development standards herein.
  - (ii) Each townhome unit shall have a minimum two (2) car garage.
  - (iii) Minimum house size: 1,500 square feet living area.
  - (iv) Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
  - (v) Maximum height of three (3) stories, or 35 feet.
  - (vi) Minimum lot size shall be 2,200 square feet.
  - (vii) Minimum lot width 22 feet
  - (viii) Minimum lot depth 100 feet

- (ix) Minimum building setbacks:  
 Front – 25 feet;  
 Porch – 20 feet (porch must be a minimum width of 5 feet).  
 Rear – 20 feet;  
 Side – 0 feet (interior unit); 15 feet (end unit)  
 Corner Side – 15 feet.

4. For duplex 'Villa' lots:

- (i) One (1) duplex shall be equivalent to two (2) living units.
- (ii) A maximum of 134 lots shall be pursuant to the development standards herein.
- (iii) Each duplex unit shall have a minimum one (1) car garage.
- (iv) Minimum house size: 1,200 square feet living area.
- (v) Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
- (vi) Maximum height of one (1) story, or 25 feet.
- (vii) Minimum lot size shall be 4,200 square feet.
- (viii) Minimum lot width 35 feet (per unit)
- (ix) Minimum lot depth 120 feet
- (x) Minimum building setbacks:  
 Front – 25 feet;  
 Porch – 20 feet (porch must be a minimum width of 5 feet).  
 Rear – 18 feet;  
 Side – 0 feet (interior); 5 feet (exterior)  
 Corner Side – 15 feet.

F. The multi-family minimum development standards shall be:

- (i) The minimum development standards shall be those required for the R-3 (High Density Residential) district except as amended by this agreement.
- (ii) Maximum impervious surface for each multi-family development shall be 70%.
- (iii) The development shall be a combination of studio, one-, two- or three-bedroom units. Each dwelling unit shall meet the following size requirements:  
 Studio units shall not be less than 700 square feet.  
 One-bedroom units shall not be less than 800 square feet.  
 Two-bedroom units shall not be less than 900 square feet.  
 Three-bedroom units shall not be less than 1,000 square feet.
- (iv) The maximum height shall be four (4) stories, or 52 feet.
- (iv) The external architecture of the buildings at a minimum shall incorporate the same design elements of the elevation submitted as Exhibit D, Conceptual Elevations. Variations with similar characterizes may be approved by the Planning & Zoning Director.
- (v) All primary and accessory use structures for multi-family development shall be required to meet the conditions of the City of Leesburg Architectural Standards of Section 25-360, (Ordinance 16-35), as applicable. In the absence of such standards, the following standards shall prevail.

- A. All buildings shall have a common architectural theme for each phase and the side of buildings which face residential areas or streets (public or private) shall be finished in the same materials as used in the front of buildings.
- B. Mechanical units and roof equipment should be screened from view with parapet or other screening method so that mechanical equipment is not seen from public right-of-way.
- C. Exterior building materials contribute significantly to the visual impact of a building on the community. They 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, provided there are unique design features such as recessed areas, tile roofs, arched windows etc. in the elevations of the buildings or the buildings are all brick stucco. Unique design features shall be reviewed by the Planning & Zoning Director for compliance.

## **5. COMMERCIAL DEVELOPMENT STANDARDS**

### **A. General**

- 1. The project shall contain a maximum of 130,000 square feet of commercial uses, 42,000 square feet of medical/professional offices, and a 120-room hotel, as shown on Exhibit C, Conceptual Development Plan. The location of commercial structures and uses may vary within the project north of the east-west boulevard as shown on Exhibit C, Conceptual Development Plan, provided the commercial area does not exceed a gross acreage of 50.0 total acres.

### **B. Development standards for commercial properties shall be as shown on the Conceptual Development Plan, Exhibit C, and as follows:**

- 1. Setbacks shall be as follows, measured from property line to vertical wall of the structure
  - (i) Front (SR 44): 50 feet
  - (ii) Rear: 50 feet
  - (iii) East (Whitney Road): 50 feet
  - (iv) West: 50 feet
  - (v) Between buildings: 25 feet

2. Maximum impervious surface for the overall project shall be 65%. Within the commercial acreage, the maximum impervious surface shall not exceed 80%. Impervious surface coverage shall be calculated separately for each parcel, and shall not exceed eighty (80%) as calculated for each commercial parcel.
3. Minimum distance between structures shall be twenty-five (25) feet, as measured from building wall to building wall. Roof overhang: shall not exceed forty (40) percent of the distance between the building wall and the property line.
4. Maximum building height: four (4) stories or 55 feet.
5. 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.
6. 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), Exhibit C Conceptual Development Plan, and the zoning conditions set forth herein.

Table 2: Use (Commercial)

| Use                         | Square footage/Rooms |
|-----------------------------|----------------------|
| Commercial/Retail           | 130,000              |
| Medical/Professional Office | 42,000               |
| Hotel                       | 120 rooms            |

**TOTAL**                      **172,000 square feet  
and 120 rooms**

C. Commercial and Non-Residential Architectural Standards

1. The City of Leesburg, under Ordinance 16-35, adopted Commercial Architectural Standards, now codified under Section 25-360, City of Leesburg Code of Ordinances. This section shall be required for all non-residential construction for the subject property.
2. All commercial development shall follow the C-3 (Highway Commercial) development standards except as amended herein.
3. A minimum of twenty (20) percent of the site within the commercial and hotel areas shall be developed as open space, including retention areas, buffer and landscaped areas. Parking areas and vehicle access areas shall not be considered in calculating open space.
4. With the exception of building height and setbacks, spatial requirements set forth herein for non-residential structures shall be deemed satisfied provided as-built measurements do not deviate from such requirement by more than five (5) percent.
5. 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. Other similar design variations meeting the intent of this section may be approved by the Planning and Zoning Director or designee.
7. Architectural facades shall be submitted to staff to review for consistency with the conditions of this PUD agreement.

## **6. PARKING**

### **A. General**

1. The permittee shall have off-street parking spaces within all areas of the property per an approved site plan pursuant to the City of Leesburg Code of Ordinances. Nonresidential development shall include the required number of handicapped parking spaces.
2. The location and design of the proposed parking areas will be reviewed during the site plan review process to provide for adequate parking, which may limit the permitted uses of the site.

### **B. Residential**

1. In addition to the required parking standards herein, all residential areas shall provide guest parking for a minimum of 140 lots, distributed throughout the residential areas, and concentrated within walking distance of the development amenities, as shown on Exhibit C, Conceptual Development Plan.

### **C. Commercial/Hotel**

1. All parking aisles shall contain landscape islands located at the end of each aisle and at intervals of at least one (1) each ten (10) spaces in parking aisles. In commercial and hotel areas, each landscape island shall be at least 200 square feet, and contain at a minimum, one canopy or understory tree, plus shrubs and groundcover. Landscape islands are to be maintained by a Property Owners' Association, or other private maintenance designee.

## **7. OPEN SPACE, LANDSCAPING & BUFFER REQUIREMENTS**

- A. A minimum of 35% open space shall be provided throughout the development. Open space may contain buffers, wetlands, retention, and recreation areas.
- B. A master landscape plan shall be submitted for review by City staff for all landscaping, buffer and boundary areas, parking lots, access roads, entry ways and new construction. This plan shall be reviewed for consistency with this PUD document and the Conceptual Site Plan (Exhibit C) and City of Leesburg landscape code requirements.
- C. All landscaped areas shall be designed to meet Section 25-337, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.
- D. A minimum twenty-five (25) foot buffer tract with plantings as shown in Figure A below, shall be provided along the entire boundary of the property, and shall be constructed simultaneously with each phase of development. All landscape buffers

shall be separate tracts, shall not consist of, nor be part of individually platted lots. Such buffers shall be common areas, and shall be maintained by an entity such as a Property Owners or Homeowners Association.

- E. The center of all roundabouts shall be planted with foliage that conforms to requirements under City of Leesburg Code of Ordinances, Section Sec. 25-328. - *General landscaping requirements*. A minimum of one (1) ornamental, palm, or canopy tree shall be planted in the center of the roundabout, with the remainder of the planted area landscaped, such as shown in Exhibit F, Roundabout Plantings. Clear visibility shall be maintained across roundabout plantings and the continuous maintenance of such landscaping shall be by an entity such as a Property Owners or Homeowners Association.
- F. A six (6) foot fence consisting of earth tone vinyl, such as tan or brown in color, as shown in Figure 1, Exhibit H, Conceptual Fence Examples, shall be constructed to the development's southern boundaries, wherever there are adjacent properties under different ownership. This requirement as described herein shall encompass the southern boundaries of the detached single-family and Villa residential area of the development, as shown in Exhibit G, Boundary Fence Location.
  - 1. The six (6) foot fence required herein may be substituted for the below fence types, or as shown in Figure 4 Exhibit H, Conceptual Fence Examples:
    - (i) Six (6) foot brick-style opaque material wall or fence; or
    - (ii) Six (6) foot stone-style opaque material wall or fence.
- G. A six (6) foot fence consisting of wrought iron or aluminum rail material, with monument column features, such as Figures 2 Exhibit H, Conceptual Fence Examples, shall be constructed along the development's easternmost border adjacent to Whitney Road, as shown in Exhibit G, Boundary Fence Location.
- H. A six (6) foot split rail fence, with monument column features, as shown in Figure 3 Exhibit H, Conceptual Fence Examples, shall be constructed along the southern border of the commercial area, excluding areas consisting of medical office uses, as shown in Exhibit G Boundary Fence Location. Such a fence shall be located on the southern boundary of the commercial use, adjacent to the edge of the associated parking lot(s). A five (5) foot planted landscape buffer on the north side of the fence shall be required.
  - 1. The six (6) foot fence required herein may be substituted for a six (6) foot fence consisting of wrought iron or aluminum rail material, with monument column features, as shown in Figures 2 Exhibit H, Conceptual Fence Examples.
- I. Fencing required along the development's boundary may be substituted for existing tree coverage in the buffer, or the addition of canopy trees and landscaping in the buffer, which meet the planting requirements in Figures A and B below. City Staff will work with the petitioner to meet requirements herein.

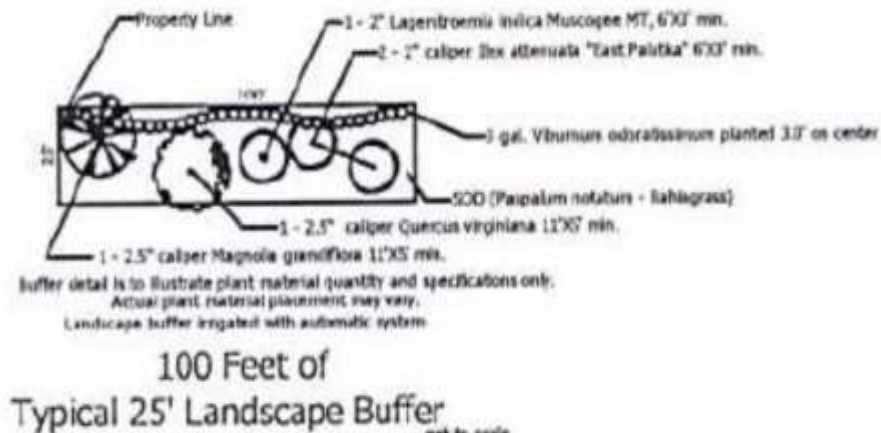


- J. Variations to the fencing requirements of this document may be approved by the Planning and Zoning Director or designee, to the extent that the overall intent of this PUD is maintained.
- K. All development boundary fences shall be maintained by a Homeowners or Property Owners Association as appropriate.
- L. 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.
- M. 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                                                                                                                                                                                                                  |
| <b>Optional Ornamental Trees</b><br>(per 100 l.f.) | 3 per 100 linear ft                                                                                                                                                                                                                         |
| Tree CAL/Height                                    | 2" cal, 7' overall height                                                                                                                                                                                                                   |
| <b>Shrub Screen (per 100 l.f.)</b>                 |                                                                                                                                                                                                                                             |
| 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**



- N. All new commercial, hotel, and medical construction shall comply with Section 25-329 *Landscape Buffer Requirements*, City of Leesburg Code of Ordinances, for landscaping around building areas, including a five (5) foot landscape buffer around each building perimeter area facing the entrance and sides. All new structures shall extend the required landscape perimeter area to include all sides visible to the general public. Rear side of each building shall be exempt from landscaping where the rear of the building is not visible to the general public using the building.
- O. All buffers along the exterior property lines shall be distinct and separate from the residential lots, commercial, hotel, and medical parcels and properties, which shall be owned and maintained by a Property Owners or Homeowners Association.
- P. Nothing herein shall be construed to prevent the developer/or property owners from increasing buffer width and/or plantings.
- Q. Variations to the landscape and buffering requirements of this document may be approved by the Planning and Zoning Director or designee, to the extent that the overall intent of the PUD and the Landscaping Code are maintained, including consideration of any existing fencing on adjacent properties and existing natural vegetative buffers. Use of the University of Florida IFAS (Institute of Food and Agricultural Sciences) approved standards for “Florida Friendly Landscaping” will also be acceptable.
- R. 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 or arborist.

## 8. SITE ACCESS

- A. The project shall have a minimum of three (3) primary access points on State Road 44, as shown on the Conceptual Development Plan (Exhibit C), subject to FDOT and/or Lake County approval, as appropriate, and shall be constructed in a “boulevard style” (divided roadway with landscaped minimum ten-foot (10) wide median throughout). The boulevard style shall at minimum be utilized from State Road 44 to the east-west boulevard for the three (3) primary access roadways, in the style shown in Exhibit I, Divided Boulevard Example and Plantings.
- B. The east-west roadway immediately north of the single-family detached and Villa residential portion of the development, as shown on the Conceptual Development Plan (Exhibit C), shall be constructed in a “boulevard style” (divided roadway with landscaped minimum ten-foot (10) wide median throughout), in the style shown in Exhibit I, Divided Boulevard Example and Plantings.

- C. All access points shall be designed to allow emergency access vehicles room to maneuver and have appropriate traffic flow. Each entrance shall be reviewed and adjusted by staff as needed at the Site Plan and Construction Plan review.
  - 1. Offsite road improvements on existing roads adjacent to the property may be required based on finalized access locations. Such improvements may include, but are not limited to, left and right turn lanes, right-of-way dedication, and pavement rehabilitation. Any proposed offsite road improvements must be reviewed by Lake County Public Works.
  - 2. Prior to completion of the subdivision design plans, the developer shall work with the Lake County Department of Public Works to ensure all appropriate required roadway and access improvements for the development are made part of the plans submitted to the City of Leesburg.
  - 3. The Master Development Plan, and the access points proposed thereon, are considered conceptual until the appropriate engineering and site plan reviews, along with any required upgrades are completed for the project.
- D. All access points shall be reviewed, as legally prescribed by Lake County Public Works, and/or FDOT as applicable, and shown on the Conceptual Development Plan (Exhibit C), as amended. All access points are conceptual and may be amended subject to site constraints or requirements. Actual location and design of all roads shall be determined during the site plan review process and shall include consideration of, and connection to, sidewalks, recreation paths, etc. All other access shall be reviewed for necessity and requirements through Lake County and the City of Leesburg development and permitting processes. Any additional access points shall be subject to site plan application review process.
- E. All access points are subject to review by the appropriate permitting agency, including FDOT, Lake-Sumter Metropolitan Planning Organization, Lake County and the City of Leesburg as applicable. The developer shall be responsible for on and offsite improvements required as a result of any access points. The developer shall be responsible for all on and offsite improvements required as a result of any access points.
- F. Cross access shall be required to the west, as shown on the Conceptual Development Plan (Exhibit C), and any additional cross access shall be provided as needed at the time of development, to allow for connection points between this development and future development of adjacent properties.
- G. Internal to the development, a minimum of three (3) roundabouts shall be required located at the intersection of the three (3) boulevard entrances from State Road 44 with the east-west divided boulevard that separates the southern single-family, detached and Villa area, from the commercial, multi-family, and single-family, attached units to the north. The center of all roundabouts shall be planted with foliage that conforms to requirements under Section 7 *Open Space, Landscaping & Buffer Requirements*, E of this PUD document.
- H. Golf cart use shall be subject to City of Leesburg Code of Ordinances, as amended.

## 9. SIGNAGE

### A. External Monument Sign

1. Signs external to the development shall be monument signs with fully enclosed bases and supports, located adjacent to State Road 44, and shall be allowed as follows:
  - (i) Max overall height: 30 feet
  - (ii) Max sign area: 240 square feet per side (2 sides)
  - (iii) Fully enclosed base, pursuant to one (1) of the following options:
    - A. The sign base shall be fifteen percent (15%) of the sign height, and be clad in decorative masonry, brick, or stone; or
    - B. The sign base shall feature architectural banding equal to ten percent (10%) of the total sign height, with the remainder of the sign base being stucco.
  - (iv) Base width: minimum 50% of sign area width
  - (v) Location minimum 10 feet behind right of way and outside of the visibility triangle, as shown in in Section 9, Figure 1.

### B. Internal Monument Sign

1. Signs internal to the development, except as amended in Section 9 Signage, C and D, shall be monument signs with fully enclosed bases and supports, and shall be allowed as follows:
  - (i) Max overall height: 6 feet
  - (ii) Max sign area: 24 square feet per side (2 sides)
  - (iii) Fully enclosed base, minimum of two (2) feet in height, clad in decorative masonry, brick, or stone.
  - (iv) Base width: minimum 50% of sign area width
  - (v) Location minimum 5 feet behind right of way and outside of the visibility triangle, as shown in in Section 9, Figure 1.

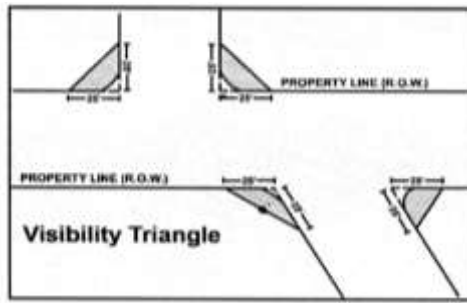
### C. Wayfinding Sign

1. Wayfinding signs shall be located internal to the development, and shall be allowed as follows:
  - (i) Max overall height: 4 feet
  - (ii) Max sign area: 6 square feet per side (2 sides)
  - (iii) Location minimum 5 feet behind right of way and outside of the visibility triangle, as shown in in Section 9, Figure 1.

### D. Residential Signage

1. Each residential 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.

## Figure 1 – Visibility Triangle



- E. Wall signs
  - 1. Wall signs shall be permitted per City of Leesburg Code of Ordinances, as amended.
- F. Any signage proposed by the Applicant not addressed herein, shall be pursuant to the City of Leesburg Code of Ordinances, as amended.
- G. Alternative designs for signage 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. All signs shall be submitted as a sign package to be reviewed as a separate permit from the site planning process.

#### 10. **TRANSPORTATION IMPROVEMENTS**

- A. Any transportation improvements or rights-of-way that may be required shall be based on projected needs and shall be contingent upon site plan approval by City staff during the development review and permitting process. The plan review process shall include consideration of required sidewalks, recreation paths etc.
- B. A traffic/transportation study shall be submitted for review and determination of any necessary access improvements, and including any off-site improvements legally required by Lake County, the Lake-Sumter MPO or the City of Leesburg. Said improvements will be the responsibility of the Permittee.
- C. The Permittee shall provide necessary traffic improvements within and adjacent to the development which are legally required by Lake County, the Lake-Sumter MPO and City of Leesburg.
- D. All roads within the development shall be designed and constructed to meet the City of Leesburg requirements.
- E. The Permittee shall be responsible for obtaining all necessary legally required Lake County permits and a copy of all permits shall be provided to the City of Leesburg.
- F. The City of Leesburg shall not be responsible for the construction of any roads or transportation improvements.

- G. All roads within the development shall be constructed to meet the City of Leesburg's standards, ARTICLE VII – TECHNICAL STANDARDS, as amended.
  - 1. Should the Permittee (or designee) desire to dedicate the proposed project's internal road system to the City of Leesburg; the Permittee shall demonstrate to the satisfaction of the City of Leesburg that the road system is in suitable condition and meets all City road design requirements.
  - 2. Should the Permittee (or designee) choose to retain the roadways, the Permittee shall establish an appropriate legal entity that shall accept responsibility to pay the cost and perform all services required to maintain the roads and transportation improvements to City of Leesburg codes and standards, as amended. A Homeowners or Property Owners Association, or other such legal entity will be considered acceptable.
- H. Sidewalks shall be provided on both sides of the entrance road(s) and internal roads, and shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall contain sidewalks on both sides of each street. All sidewalks shall be constructed in accordance with City of Leesburg Codes.
- I. The terms and requirements of this section shall not be interpreted to preclude or interfere with the creation, provision, extension or development of future rights of way, easements, access points and/or roadways designed for the purposes of increasing access and egress to the property.

## **11. UTILITIES**

- A. 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:
  - (i) A detailed site plan that indicates all the provisions for electric, water, sewer, and/or natural gas in accordance with the City of Leesburg Land Development Codes.
- B. Developer shall bear all responsibility, financial and otherwise, for the construction and installation of all utility infrastructure and other improvements related to the use and development of the property, including such off-site improvements required by the City and all other appropriate government agencies. All such requirements shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.
- C. 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 single-family detached residential units in the development are connected to natural gas 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.

## **12. STORMWATER/DRAINAGE MANAGEMENT**

- A. 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:
- (i) A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.
  - (ii) A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.
  - (iii) 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.
    - 1. Such a maintenance entity shall own and maintain all ponds, swales, drains, and other such stormwater management systems, as applicable.
    - 2. All ponds, swales, drains, and other such stormwater management systems, shall be maintained in a manner as to maintain the original function of such a feature.
  - (iv) The existing 100-year flood plain on the property shall be shown on all plans and lots.
  - (v) 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.
  - (vi) 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.

- B. 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.
- C. All wet stormwater ponds greater than 0.5 acres in size shall have a minimum of one (1) functioning fountain/aerator for the purpose of aesthetic and public health considerations. Such fountains/aerators shall be owned and maintained by a Homeowner's or Property Owners Association as applicable.

**13. 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.

#### **14. IRRIGATION & WATER USE**

- A. All landscaped areas shall be irrigated and designed to meet Section 25-337, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.
- B. The use of St. Augustine grass, or other varieties of grass which require significant amounts of water are prohibited. The use of Bahia, Bermuda, Zoysia or other grasses which are more drought tolerant are permitted.
- C. For purposes of water conservation, all irrigated areas shall meet the requirements of section 25-337(c)(4), as amended, City of Leesburg Code of Ordinances.

#### **15. RECREATIONAL REQUIREMENTS**

- A. Recreational development provided on the site shall include active and passive uses, as well as enclosed or unenclosed recreational space, devoted to the joint use of the residents, as seen on the attached Conceptual Development Plan, Exhibit C.
- B. Recreational requirements shall include a minimum of three (3) separate primary active recreation areas, at a minimum of 6.0 acres provided, as shown in Exhibit C, Conceptual Development Plan. The uses in these primary active recreation areas shall include pools, fenced children's playgrounds and/or tot lots, with equipment, and separate fenced dog park areas. Other amenities throughout the residential portion of the development shall include gazebos, grills, swimming pools,

recreation courts, such as tennis, pickleball, shuffleboard, or other court sport, or other amenities as reviewed and approved by staff.

- C. South of the east-west divided boulevard, in all residential areas, the developer shall construct a multi-use trail system, as shown in Conceptual Development Plan, Exhibit C.
- D. All recreation spaces may include, but are not limited to:
  - 1. Trails, boardwalks, ADA-compliant trailways, water feature overlooks, on-trail exercise stations;
  - 2. Gazebos, grills, picnic tables, benches;
  - 3. Playgrounds, tot lots;
  - 4. Basketball, tennis, pickleball, shuffleboard, handball courts, etc.;
  - 5. Community swimming pool, including the deck area surrounding such pools;
  - 6. Indoor recreation rooms provided such rooms are permanently maintained for the use of residents for recreational purposes;
  - 7. Other active recreational activities may be used, subject to approval by the City of Leesburg.
- E. The maintenance of all recreation areas shall be the responsibility of a Homeowners' and/or Property Owners' association as appropriate.

## **16. MAINTENANCE**

- A. With the exception of any public utilities, maintenance of all site improvements, including but not limited to roadways, drives, internal sidewalks, landscaping, green space, overflow parking, recreation areas, buffers, trails, and drainage shall be the responsibility of the property owner. A Homeowners' and/or Property Owners' Association shall serve as an appropriate entity for all common properties within the development. A Property Owners' Association shall be responsible for the entryway landscaping including buffers, medians, and green spaces.

## **17. DEVELOPMENT PHASING & IMPLEMENTATION**

- A. The proposed project may be constructed in phases in accordance with the Planned Unit Development Conditions, Exhibit A, herein, and Conceptual Development Plan, Exhibit C. Changes to the development conditions or conceptual plan, other than those conditions described in these PUD Conditions of Approval, shall be revised in accordance with the Planned Development review process, City of Leesburg Code of Ordinances.
- B. Implementation of the project shall substantially commence within one-hundred twenty (120) months after approval of this Planned Development by City Commission. In the event, the conditions of the PUD have not been substantially implemented during the required time period, the City of Leesburg shall have the option of scheduling the PUD, with due notice to the owner and surrounding property owners, for reconsideration by the Planning Commission at their next available regular meeting. The Planning Commission will consider whether to extend the PUD approval or rezone the property to another appropriate zoning classification. "Implementation" for purposes of this subsection shall mean, at a

minimum, recording of a final plat, and final approval of construction plans, together with actual commencement of construction on the property.

- C. As part of the overall development process, if the project is constructed in phases, the 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.
- D. In any event that a conflict may arise between the written conditions of this PUD document and the Conceptual Site Plan, as shown in Exhibit C, the written language herein shall prevail.

## **18. MISCELLANEOUS CONDITIONS**

- A. The uses of the proposed project shall only be those uses identified in the approved Planned Unit Development Conditions. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.
- B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.
- C. Construction and operation of the proposed use(s) shall at all times comply with the Planned Unit Development conditions set forth herein, and with all City and other governmental agencies rules and regulations.
- D. The transfer of ownership or lease of any or all of the property described in these PUD Conditions of Approval shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.
- E. These PUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition as set forth herein.
- F. These conditions of approval shall be recited within the site plan and construction plan submittals.

## **19. LEVELS OF SERVICE**

- A. Levels of Service
  - 2. 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

(iv) 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.

2. 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.

C. Commitment of Capacity

1. There are no previous commitments of any existing or planned excess capacity for this property.

D. 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.



**LEGAL DESCRIPTION**  
(provided by applicant)

**EXHIBIT B**

**PARCEL NO. 1: (PARCEL ID NO. 3019240001-000-00100)**

THE NORTH 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

**PARCEL NO. 2: (PARCEL ID NO. 3019240002-000-00700)**

THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

**PARCEL NO. 3: (PARCEL ID NO. 3019240001-000-00601)**

BEGIN AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; RUN THENCE NORTH 00°04'30" EAST, ALONG THE WEST LINE OF THE SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4, 1327.27 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF THE SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE SOUTH 89°51'51" EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4,

782.50 FEET; THENCE SOUTH 00°04'30" WEST, 714.85 FEET; THENCE SOUTH 89°57'29" WEST, 272.50 FEET; THENCE SOUTH 00°04'30" WEST, 610.00 FEET TO THE SOUTH LINE OF THE SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE SOUTH 89°57'29" WEST, ALONG SAID SOUTH LINE, 510.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE NORTH SO FEET OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 24 EAST, AND A STRIP OF LAND 66 FEET WIDE, THE CENTER OF WHICH IS DESCRIBED AS: BEGIN AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; RUN WEST TO THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30.

**PARCEL NO. 4: (PARCEL ID NO. 1919240004-000-01302)**

THAT PART OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, LYING SOUTH OF THE RIGHT-OF-WAY OF STATE ROAD NO. 44, BEING DESCRIBED AS FOLLOWS:

BEGIN 437.15 FEET WEST OF THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; RUN THENCE NORTH 01°19'10" WEST, 1088.61 FEET; THENCE RUN NORTH 67°40'30" WEST, 266.28 FEET TO A POINT TO BE KNOWN AS POINT "A"; BEGIN AGAIN AT THE POINT OF BEGINNING AND RUN WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF

**LEGAL DESCRIPTION  
(CONTINUED)**

**EXHIBIT B**

SAID SECTION 19, TO THE SOUTHWEST CORNER OF THE SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE RUN NORTH, ALONG THE WEST LINE OF THE SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, 1189.48 FEET; THENCE RUN SOUTH

81°22'30" EAST, 409.31 FEET; THENCE RUN SOUTH 76.43 FEET; THENCE RUN SOUTH 81 °22'30" EAST,

146.00 FEET; THENCE RUN NORTH 23°49'40" EAST, 167.97 FEET TO SAID POINT "A".

**PARCEL NO. 5: (PARCEL ID NO. 1919240004-000-02200)**

THAT PART OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; RUN THENCE NORTH, ALONG THE WEST LINE OF THE SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, 621.70 FEET; THENCE RUN NORTH 87°45'00" EAST, 278.0 FEET; THENCE RUN SOUTH 02°45'00" EAST, 624.4 FEET; THENCE RUN WEST

327.40 FEET TO THE POINT OF BEGINNING.

**PARCEL NO. 6: (PARCEL ID NO. 1919240004-000-05500)**

THAT PART OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; THENCE RUN NORTH 00°29'00" EAST, ALONG THE WEST LINE OF THE SAID SOUTHEAST 1/4, A DISTANCE OF 1189.48 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°29'00" EAST, ALONG SAID WEST LINE, 107.87

FEET; THENCE SOUTH 81°22'30" EAST, 408.39 FEET; THENCE RUN SOUTH 108.00 FEET; THENCE RUN NORTH 81°22'30" WEST, 409.31 FEET TO THE POINT OF BEGINNING.

**PARCEL NO. 7: (PARCEL ID NO. 1919240004-000-01400)**

THAT PART OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

THE WEST 200.0 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

**LEGAL DESCRIPTION  
(CONTINUED)**

**EXHIBIT B**

FROM THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, RUN NORTH 0°29'00" EAST, ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 1297.35 FEET TO A 4 INCH ROUND CONCRETE MONUMENT AND THE POINT OF BEGINNING; THENCE RUN SOUTH 81°22'30" EAST, 516.20 FEET TO A 4 INCH ROUND CONCRETE MONUMENT; THENCE NORTH A DISTANCE OF 95.50 FEET TO A 4 INCH ROUND CONCRETE MONUMENT ON THE SOUTH BOUNDARY OF A 100 FOOT WIDE RIGHT-OF-WAY OF STATE ROAD NO. 44; THENCE NORTH 67°40'50" WEST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 34.5 FEET TO A 4 INCH CONCRETE MONUMENT AT THE POINT OF INTERSECTION OF SAID ROAD RIGHT-OF-WAY WITH THE NORTH BOUNDARY OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 19; THENCE RUN WEST, ALONG THE NORTH BOUNDARY OF THE SAID SOUTHWEST

1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 478.1 FEET TO THE NORTHWEST CORNER OF THE SAID

SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE RUN SOUTH 00°29'00" WEST, ALONG THE WEST BOUNDARY OF THE SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 34.00 FEET TO THE POINT OF BEGINNING.

AND

THE WEST 200.0 FEET OF THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, LYING SOUTH OF THE 100.0 FOOT WIDE RIGHT-OF-WAY OF STATE ROAD NO. 44.

LESS AND EXCEPT THAT CERTAIN PARCEL OF LAND LYING WITHIN SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT A 4 INCH ROUND PLAIN CONCRETE MONUMENT BEING THE SOUTHWEST CORNER OF THE

SOUTHEAST 1/4 OF SAID SECTION 19; THENCE NORTH 00°21'54" EAST, ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 19, A DISTANCE OF 1,516.20 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 44, SAID POINT BEING 50 FEET FROM THE CENTERLINE OF SAID STATE ROAD NO. 44 PROJECT SECTION 11010-2553, SAID POINT BEING THE INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 5,679.65 FEET AND A CENTRAL ANGLE OF 02°08'44"; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT AND ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 212.67 FEET, SAID ARC SUBTENDED BY A

**LEGAL DESCRIPTION  
(CONTINUED)**

**EXHIBIT B**

CHORD WHICH BEARS SOUTH 69°45'49" EAST, 212.66 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE SOUTH 00°21'54" WEST, PARALLEL WITH SAID WEST BOUNDARY LINE, 87.90 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 5,597.58 FEET AND A CENTRAL ANGLE OF 02°10'52"; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, 213.09 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 69°27'36" WEST, 213.07 FEET TO A POINT ON SAID WEST BOUNDARY LINE; THENCE NORTH 00°21'54" EAST, ALONG SAID WEST BOUNDARY LINE, 86.69 FEET TO THE POINT OF BEGINNING.

**PARCEL NO. 8: (PARCEL ID NO. 1919240004-000-01500)**

THAT PART OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLO WS:

FROM THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, RUN NORTH 0°29'00" EAST, ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 1297.35 FEET TO A 4 INCH ROUND CONCRETE MONUMENT AND THE POINT OF BEGINNING; THENCE RUN SOUTH 81 °22'30" EAST, 516.20 FEET TO A 4 INCH ROUND CONCRETE MONUMENT; THENCE NORTH 95.50 FEET TO A 4 INCH ROUND CONCRETE MONUMENT ON THE SOUTH BOUNDARY OF THE 100 FOOT WIDE RIGHT-OF- WAY OF STATE ROAD NO. 44; THENCE NORTH 67°40'50" WEST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 34.5 FEET TO A 4 INCH CONCRETE MONUMENT AT THE POINT OF INTERSECTION OF SAID ROAD RIGHT-OF-WAY WITH THE NORTH BOUNDARY OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 19; THENCE RUN WEST, ALONG THE

NORTH BOUNDARY OF THE SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 478.1 FEET TO THE NORTHWEST CORNER OF THE SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE RUN SOUTH 00°29'00" WEST, ALONG THE WEST BOUNDARY OF THE SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 34.00 FEET TO THE POINT OF BEGINNING. LESS THE WEST 200.0 FEET THEREOF.

AND

THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, LYING

**LEGAL DESCRIPTION  
(CONTINUED)**

**EXHIBIT B**

SOUTHWESTERLY OF THE SOUTHERLY BOUNDARY OF THE 100.0-FOOT-WIDE RIGHT-OF-WAY OF STATE ROAD NO. 44, LESS THE WEST 200.0 FEET THEREOF.

LESS AND EXCEPT THAT PORTION CONVEYED TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION BY WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1345, PAGE 646, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

**PARCEL NO. 9: (PARCEL ID NO. 1919240004-000-04300)**

THAT PART OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, RUN NORTH 0°29'00" EAST, ALONG THE WEST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 1297.35 FEET; THENCE RUN SOUTH 81°22'30" EAST, 408.39 FEET TO A POINT OF BEGINNING; THENCE CONTINUE SOUTH 81 °22'30" EAST, 107.81 FEET; THENCE NORTH A DISTANCE OF 95.50 FEET TO THE SOUTHERLY BOUNDARY OF A 100 FOOT WIDE RIGHT-OF-WAY OF STATE ROAD NO. 44; THENCE SOUTH 67°40'50" EAST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF

150.00 FEET; THENCE RUN SOUTH 23°49'40" WEST, 250.0 FEET; THENCE NORTH 81°22'30" WEST, 146.0 FEET; THENCE NORTH 184.43 FEET TO THE POINT OF BEGINNING.

**PARCEL NO. 10: (PARCEL ID NO. 1919240001-000-02100)**

THAT PART OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, RUN NORTH 89°41'01" WEST, 989.63 FEET; THENCE RUN NORTH 03°59'50" WEST, 661.49 FEET TO THE POINT OF BEGINNING; CONTINUE NORTH 03°59'50" WEST, 125.05 FEET; THENCE NORTH 67°40'30" WEST, 304.28 FEET TO THE WEST

LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 19;  
THENCE SOUTH 00°24'41" WEST TO A POINT THAT IS 621.7 FEET NORTH OF THE  
SOUTHWEST CORNER OF THE

SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19; THENCE RUN  
NORTH 87°45'00" EAST,

278.0 FEET TO THE POINT OF BEGINNING.

**LEGAL DESCRIPTION  
(CONTINUED)**

**EXHIBIT B**

TOGETHER WITH A 12 FOOT EASEMENT AS GRANTED IN THAT FINAL  
JUDGMENT RECORDED IN OFFICIAL RECORDS BOOK 1357, PAGE 115, PUBLIC  
RECORDS OF LAKE COUNTY, FLORIDA.

**PARCEL NO. 11: (PARCEL ID NO. G25-001)**

THAT PART OF SECTION 25, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER  
COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 19  
SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS THE NORTH 367.5  
FEET THEREOF.

**PARCEL NO. 12: (PARCEL ID NO. G25-002)**

THAT PART OF SECTION 25, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER  
COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 19  
SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

THE ABOVE PARCEL CONTAINING 322.17± ACRES, MORE OR LESS.

**Legal Description Alternate Key 3786048**

That part of the S.W ¼ of Section 19, Township 19 South, Range 24 East, In Lake County,  
Florida, bounded and described as follows: Commence at the West¼ corner of Section 19,  
Township 19 South, Range 24 East, and Run S00°18'39"W along the West line of the S.W ¼ a  
distance of

703.06 feet to a point on the New Southerly right-of-way line of Highway No 44 as exists this  
date of June 24, 1999, and the point of beginning of this description, said point of beginning

being on a curve concave southwesterly and having a radius of 11,359.16 feet and a radial bearing  
of N06°55' 48" E, Thence southeasterly along the arc of said curve and said southerly right-of-  
way line of Highway No 44 through a central angle of 01°07'24" an arc length of 222.72 feet to



the end of said curve, Thence  $571^{\circ}56'47''$  E, along said southerly right-of-way line 246.80 feet to the beginning of a curve concave northeasterly and having a radius of 11,559.16 feet, Thence southeasterly along the arc of said curve and said southerly right-of-way line of Highway No 44 through a central angle of  $02^{\circ}07'30''$  an arc length of 428.72 feet, thence leaving said southerly right-of-way line run  $500^{\circ}38'37''$  W, 381.34 feet; Thence  $S74^{\circ}47'31''$  E, 270.13 feet, Thence  $S00^{\circ}18'20''$  W, 1452.27 feet to a point on the south line of the SW  $\frac{1}{4}$  of the aforementioned Section 19, Thence  $N89^{\circ}46'46''$  W, along the south line of the SW  $\frac{1}{4}$  a distance of 1114.99 feet to the southwest corner of the SW  $\frac{1}{4}$  of said Section 19, Thence  $N00^{\circ}18'39''$  E along the West line of the SW  $\frac{1}{4}$  a distance of 2177.19 feet to the point of beginning subject to Florida Power Corporation Easements subject to all easements, rights-of-way and restrictions of record if any.

**LEGAL DESCRIPTION  
(CONTINUED)**

**EXHIBIT B**

**Legal Description Alternate Key 3591666**

That part of the SW  $\frac{1}{4}$  of Section 19, Township 19 South, Range 24 East, in Lake County, Florida, lying southwesterly of the southerly right-of-way line of Highway No. 44 bounded and described as follows: From the West  $\frac{1}{4}$  corner of Section 19, Township 19 South, Range 24 East, run  $S00^{\circ}18'39''$  W, along the West line of the SW  $\frac{1}{4}$  a distance of 2880.25 feet to the Southwest corner of the SW  $\frac{1}{4}$  of said Section 19; Thence  $S89^{\circ}46'46''$  E, along the South line of the SW  $\frac{1}{4}$  a distance of 1114.99 feet to the point of beginning of this description; From said point of beginning, run  $N00^{\circ}18'20''$  E, 1452.27 feet; Thence  $N74^{\circ}47'37''$  W, 270.13 feet; Thence  $N00^{\circ}38'37''$  E, 478.39 feet to a point on the southwesterly right-of-way of the aforementioned Highway No. 44, said point being on a curve concave northeasterly and having a radius of 5779.65 feet and having a radial bearing of  $S17^{\circ}40'37''$  W.; Thence southeasterly along the arc of said curve and said southwesterly right-of-way line through a central angle of  $03^{\circ}04'24''$  an arc length of 310.03 feet to the end of said curve; Thence  $S75^{\circ}23'47''$  E along said southwesterly right-of-way line 248.21 feet; Thence leaving said southwesterly right-of-way line run  $S00^{\circ}05'30''$  E, 1130.74 feet; Thence  $S28^{\circ}37'48''$  W, 102.95 feet; Thence  $503^{\circ}25'41''$  E, 633.82

feet to a point on the south line of the SW  $\frac{1}{4}$  of the aforementioned Section 19; Thence  $N89^{\circ}46'46''$  W, along the south line of the SW  $\frac{1}{4}$  a distance of 280.8 feet to the point of beginning. Less and Except right-of-way for State Road No. 44 as set forth in Final Judgement per O.R Book 1487, Page 774, Public Records of Lake County, Florida.

**CONCEPTUAL SITE PLAN**

**EXHIBIT C**

NOT A DOCUMENT FROM THE NATIONAL ARCHIVES

| Brand                                  | Performance |       |       |       |       |       |       |       |       |       |
|----------------------------------------|-------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
|                                        | Wk.1        | Wk.2  | Wk.3  | Wk.4  | Wk.5  | Wk.6  | Wk.7  | Wk.8  | Wk.9  | Wk.10 |
| Proposed Unit<br>Total No. of<br>Units | 12000       | 20000 | 18000 | 20000 | 20000 | 20000 | 20000 | 20000 | 20000 | 20000 |
| Single Parking                         | 14          | 17    | 15    | 16    | 16    | 16    | 16    | 16    | 16    | 16    |
| Double Parking                         | 46          | 237   | 78    | 82    | 74    | 78    | 78    | 78    | 78    | 78    |
| Other Parking                          | 40          | 210   | 1120  | 482   | 142   | 176   | 216   | 216   | 216   | 216   |
| Other                                  | 40          | 210   | 1120  | 482   | 142   | 176   | 216   | 216   | 216   | 216   |
| Parking Ratio/1000                     | 3.3         | 7.0   | 7.2   | 4.1   | 3.1   | 4.7   | 3.8   | 3.8   | 3.8   | 3.8   |



C-1  
 MAINTENANCE  
 C-1  
 MAINTENANCE









**RESIDENTIAL – SINGLE-FAMILY (DETACHED)**



**FAÇADE SAMPLES**

**EXHIBIT D**



RESIDENTIAL – TOWNHOMES

















































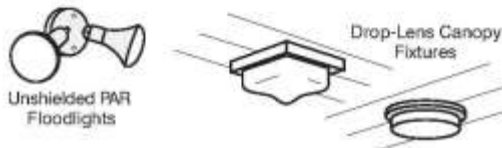
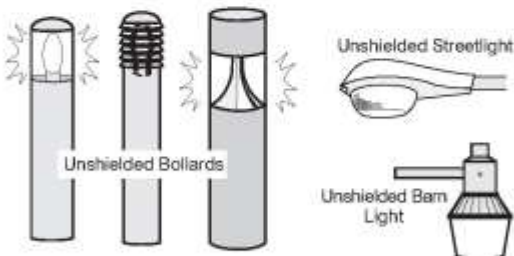
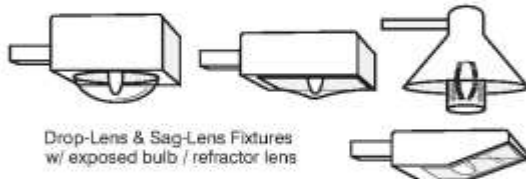




## Examples of Acceptable / Unacceptable Lighting Fixtures

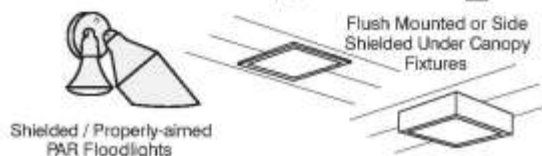
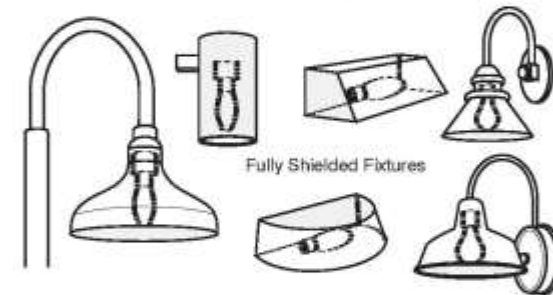
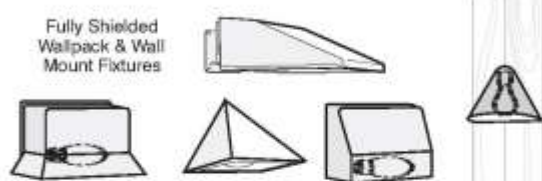
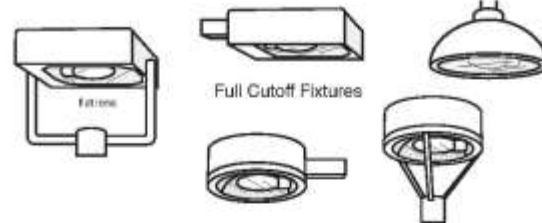
### Unacceptable / Discouraged

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 Crelin © 2005. Rendered for the Town of Southampton, NY. Used with permission.

## ROUNABOUT PLANTINGS

## EXHIBIT F



**Figure 1 – Canopy Tree Roundabout Planting**

*Example Source Courtesy of Saving Our Trees*

<https://savingourtrees.wordpress.com/tag/roundabouts/>



**Figure 2 – Single-Palm Roundabout Planting**

*Example Source Courtesy of Houzz*

<https://www.houzz.com/photos/query/roundabout-landscaping-ideas>

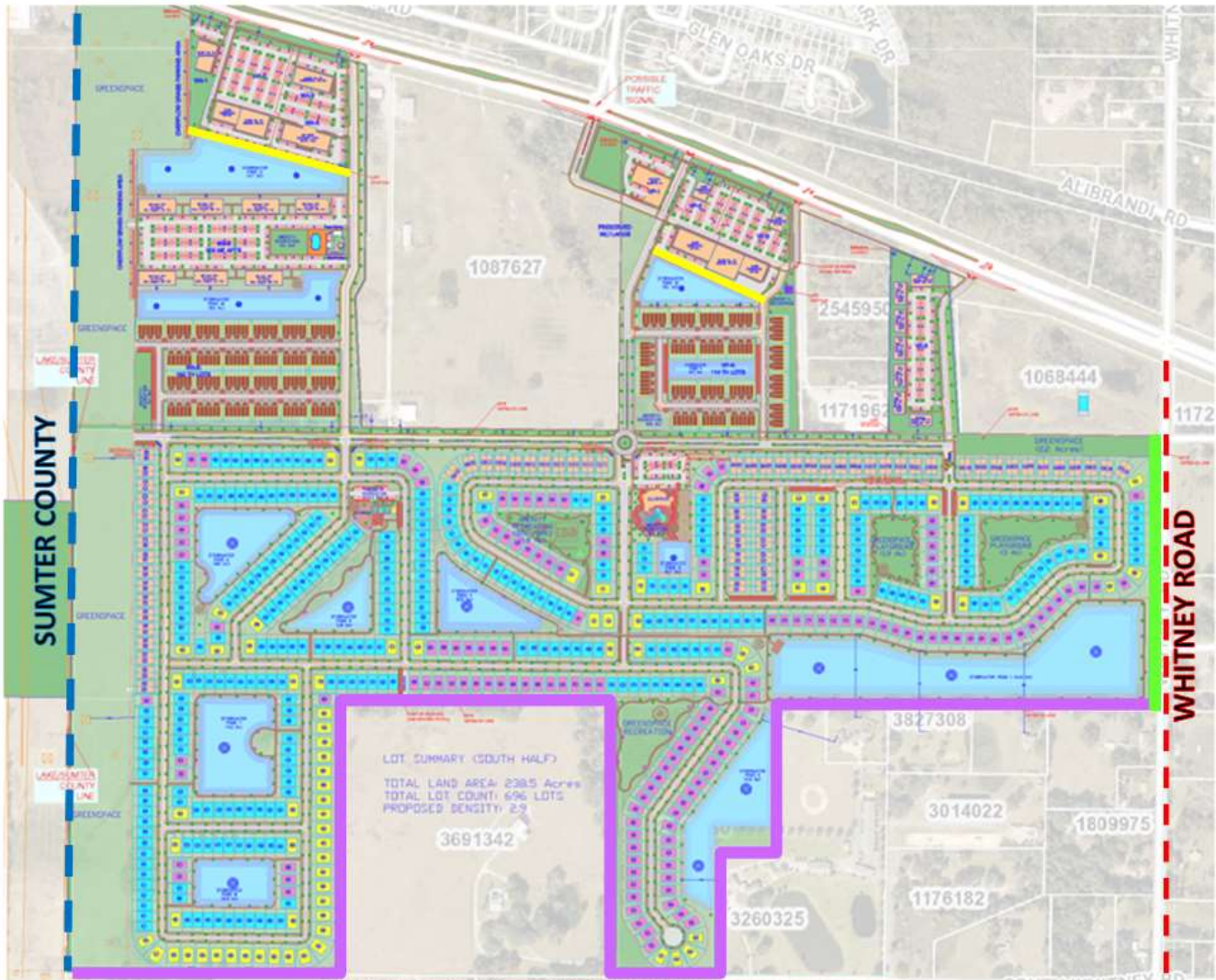


**Figure 3 – Multiple-Palm Roundabout Planting**

*Example Source Courtesy of Silver Ringree via Unsplash*

<https://unsplash.com/photos/view-of-palm-tree-on-park-xdOAljQk0w>





**LEGEND:**

- Commercial Fence (Split rail with monument columns)
- Eastern-Whitney Boundary Fence (Aluminum rail with monument columns)
- Southern Boundary Fence (Opaque earth tone vinyl)

## FENCE/WALL CONCEPTUAL EXAMPLES

## EXHIBIT H



**Figure 1 – Earth tone vinyl fence with decorative cap element on end panel posts**

Example Source Courtesy of Bespoke Fence  
<https://bespokefence.com/products/vinyl-fences/>



**Figure 2A - Aluminum rail fence with brick-style monument columns**

Example Source Courtesy of Byron Fence  
<https://www.byronfence.com/commercial-fence>



**Figure 2B - Aluminum rail fence with stone-style monument columns**

Example Source Courtesy of Decoratedlife.com  
<https://decoratedlife.com/stunning-aluminum-fence-ideas/>



**Figure 3 – Split rail fence with monument column features**

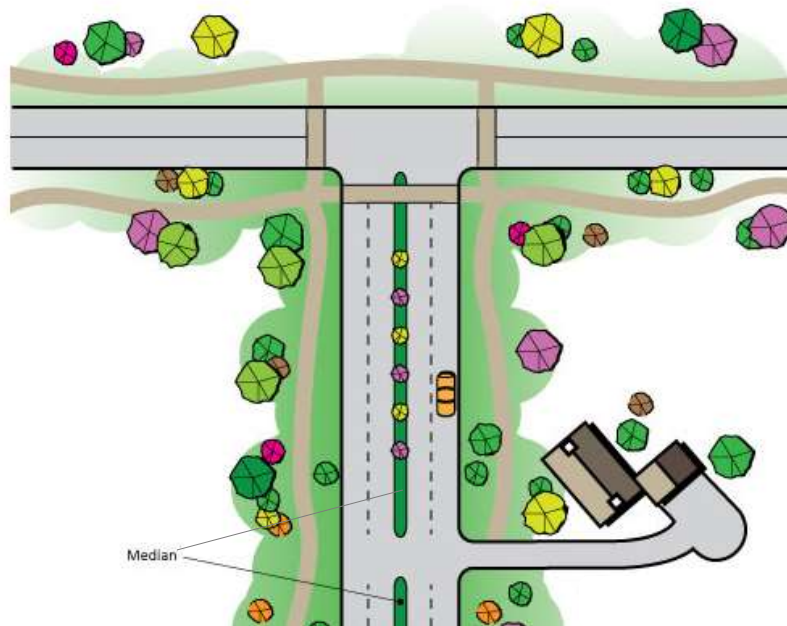
Example Source Courtesy of Fence & Deck Supply  
<https://www.fenceanddecksupply.com/wp-content/uploads/2014/04/FDS-Mini-Product-Catalog-2014-EMAIL.pdf>



**Figure 4– Opaque Wall with monument column features**

Example Source Courtesy of Houzz  
<https://www.houzz.com/discussions/1425465/help-choose-retaining-wall-material>





**Figure 1 – Divided Boulevard Concept**

Example Source Courtesy of Chester County Government  
<https://www.cbescoplanning.org/municorner/MultiModal/17-Boulevard.cfm>



**Figure 2 – Planted Divided Boulevard**

Example Source Courtesy of District Works  
<https://districtworks.city/landscaping-and-groundkeeping/>



**Figure 3 – Planted Divided Boulevard**

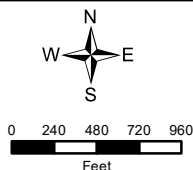
Example Source Courtesy of Joshua Zeunert via ResearchGate  
[https://www.researchgate.net/figure/Planted-central-median-swale-used-in-the-Lynbrook-development\\_fig1\\_329116840](https://www.researchgate.net/figure/Planted-central-median-swale-used-in-the-Lynbrook-development_fig1_329116840)



# Aerial



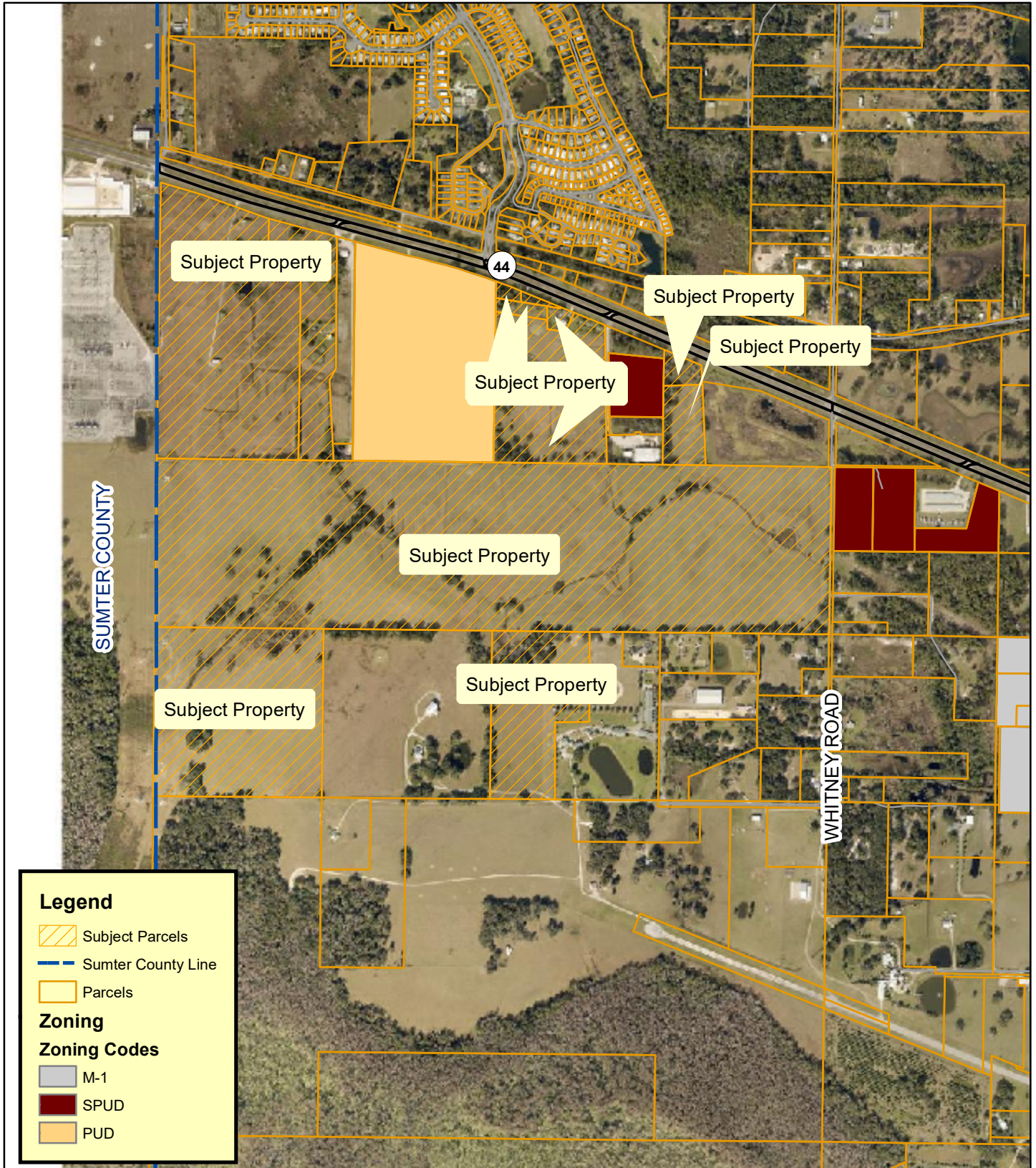
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& Zoning  
Division**



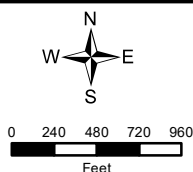
Village Palms Holdings  
(ANNX-23-437); LSCP-23-438; PUD-23-439  
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1772541, 1772575, 2542730, 2665106, 3458907, 3786048, and 3591666  
Sections 19 and 30, Township 19 South, Range 24 East  
September 28, 2023



# Zoning



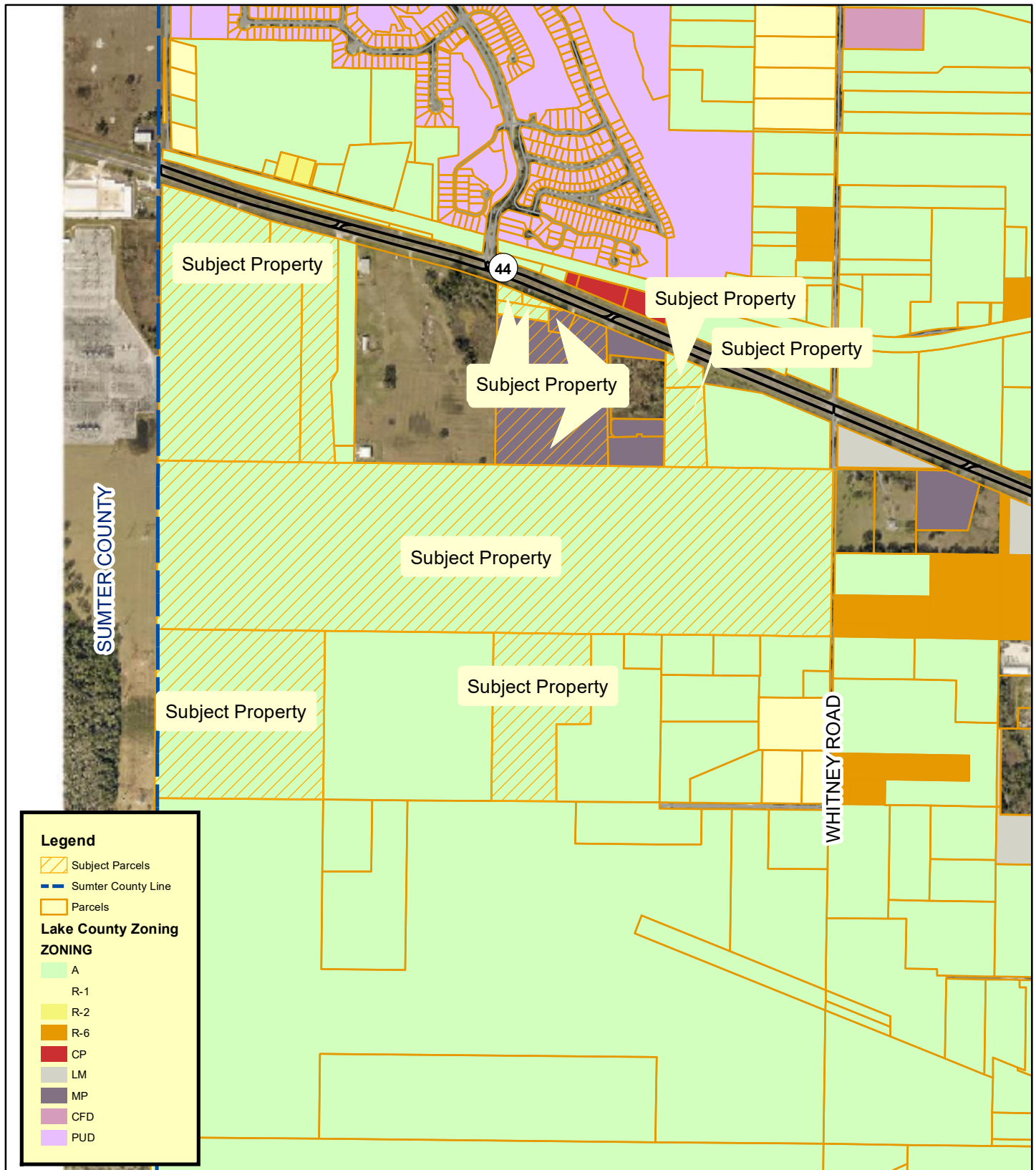
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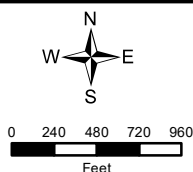
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# Lake County Zoning

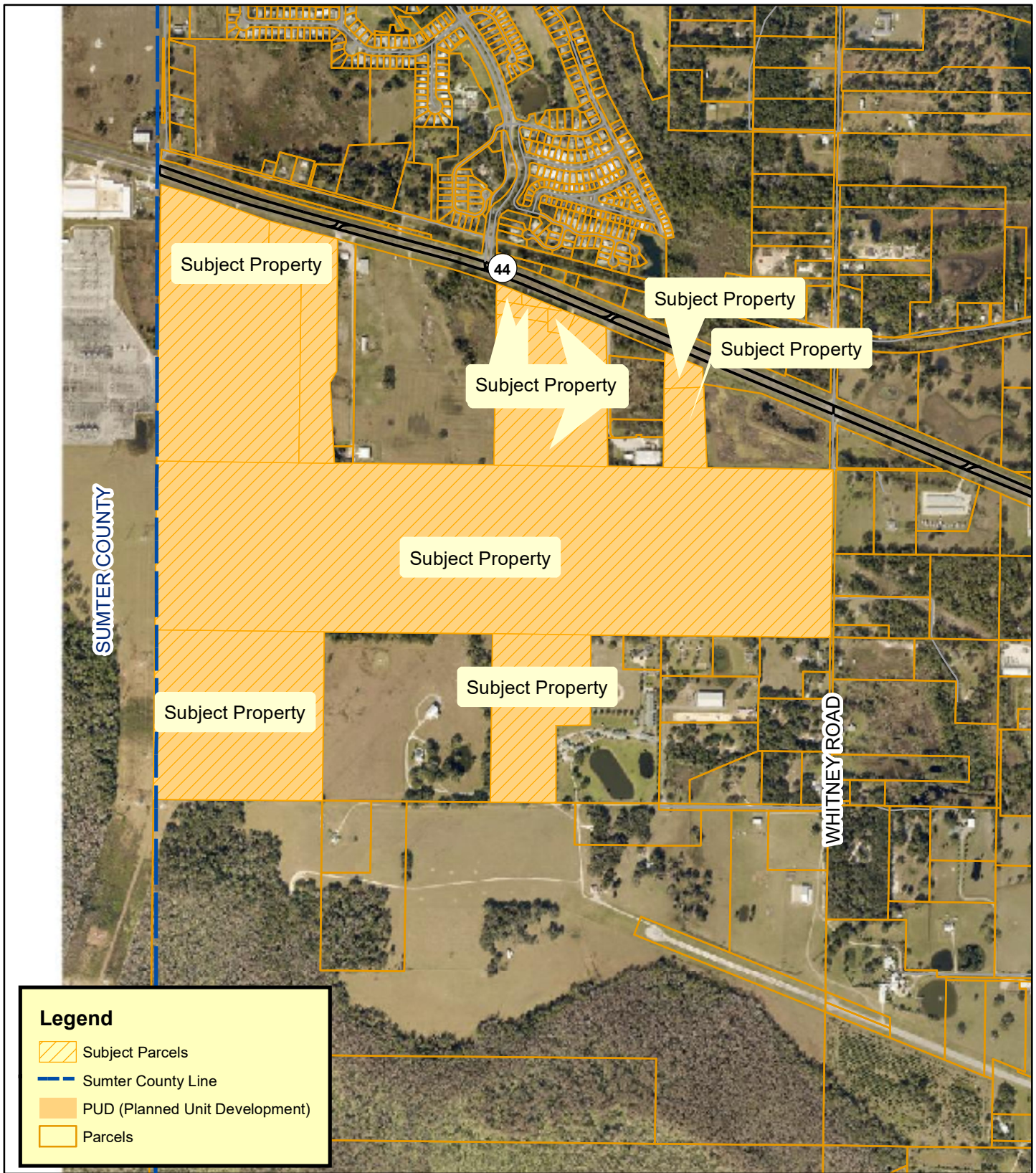


## Planning & Zoning Division

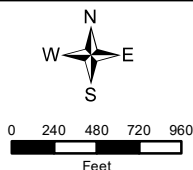


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September 28, 2023

# Proposed Zoning



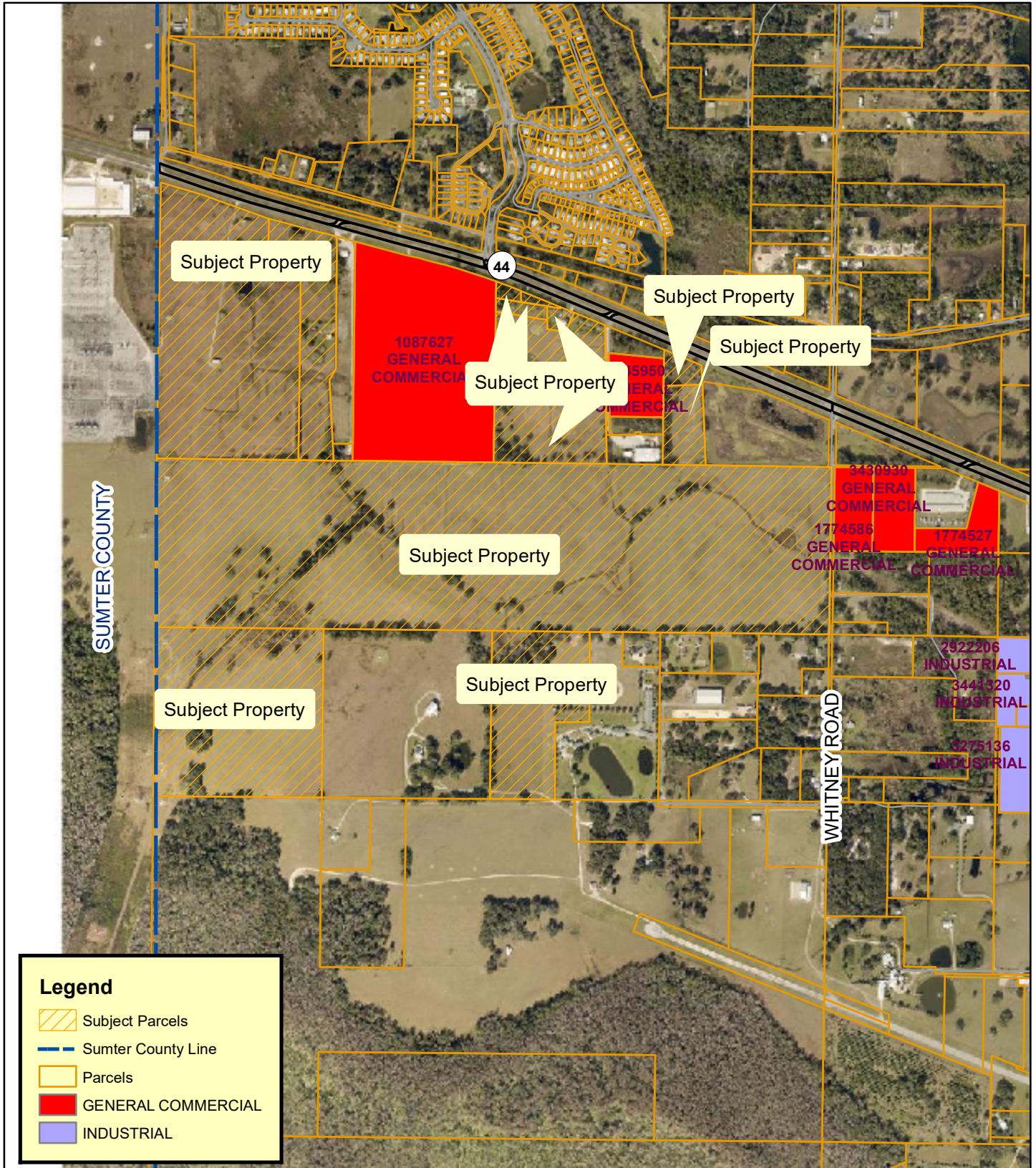
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Division**



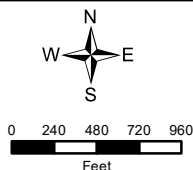
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# Future Land Use



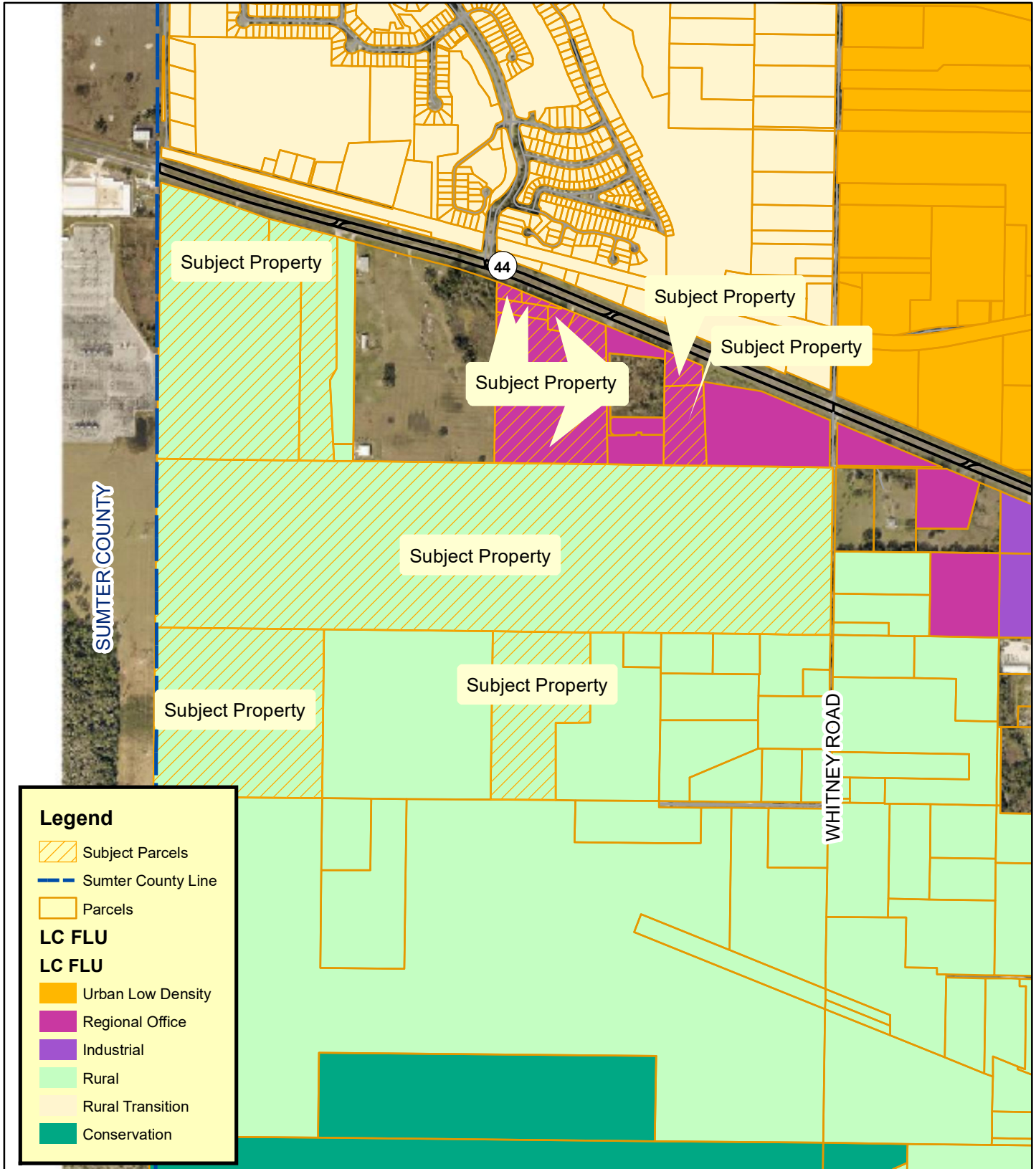
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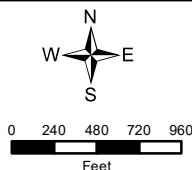
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September 28, 2023



# Lake County Future Land Use



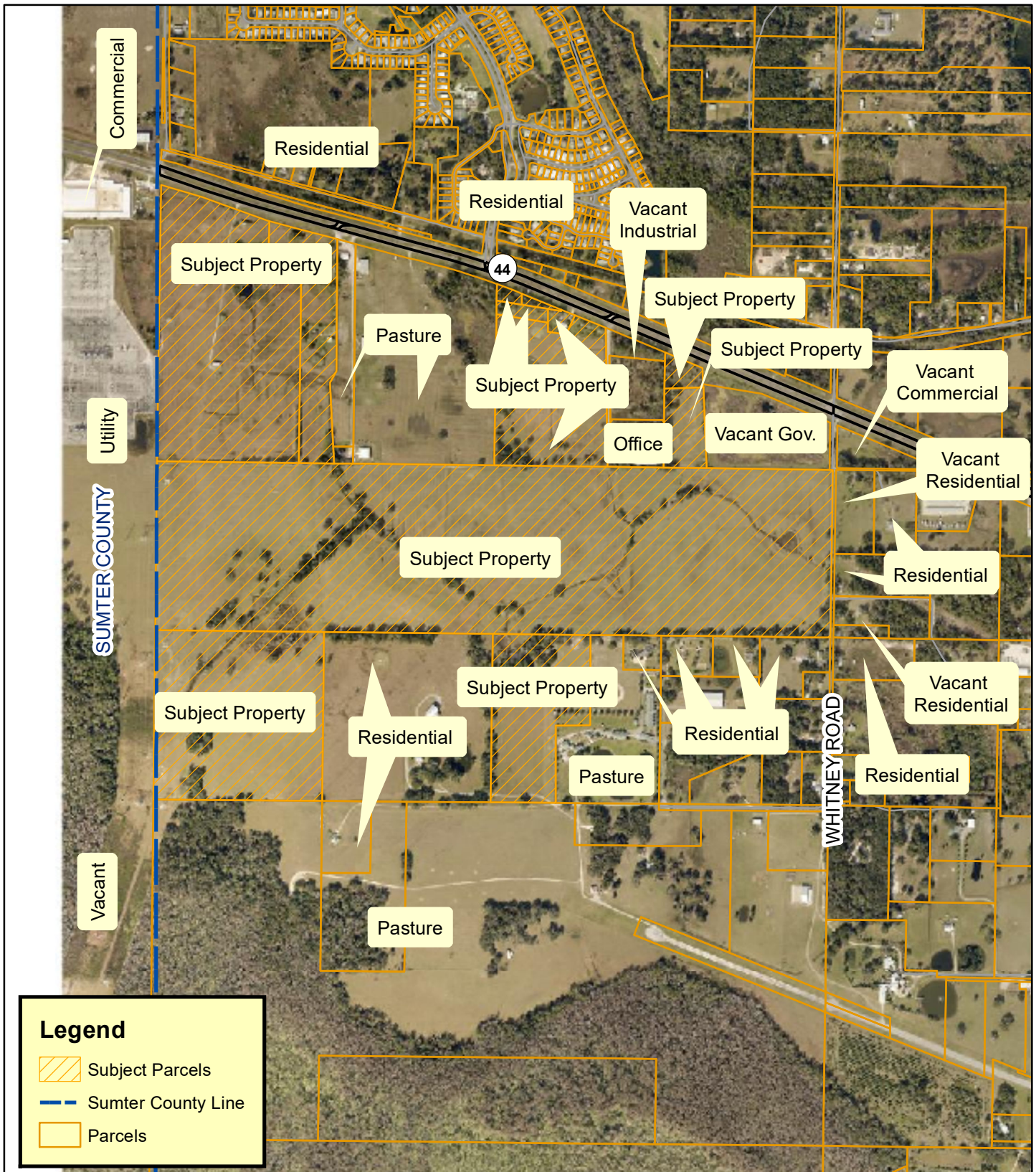
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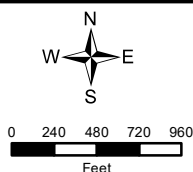
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# Surrounding Land Uses

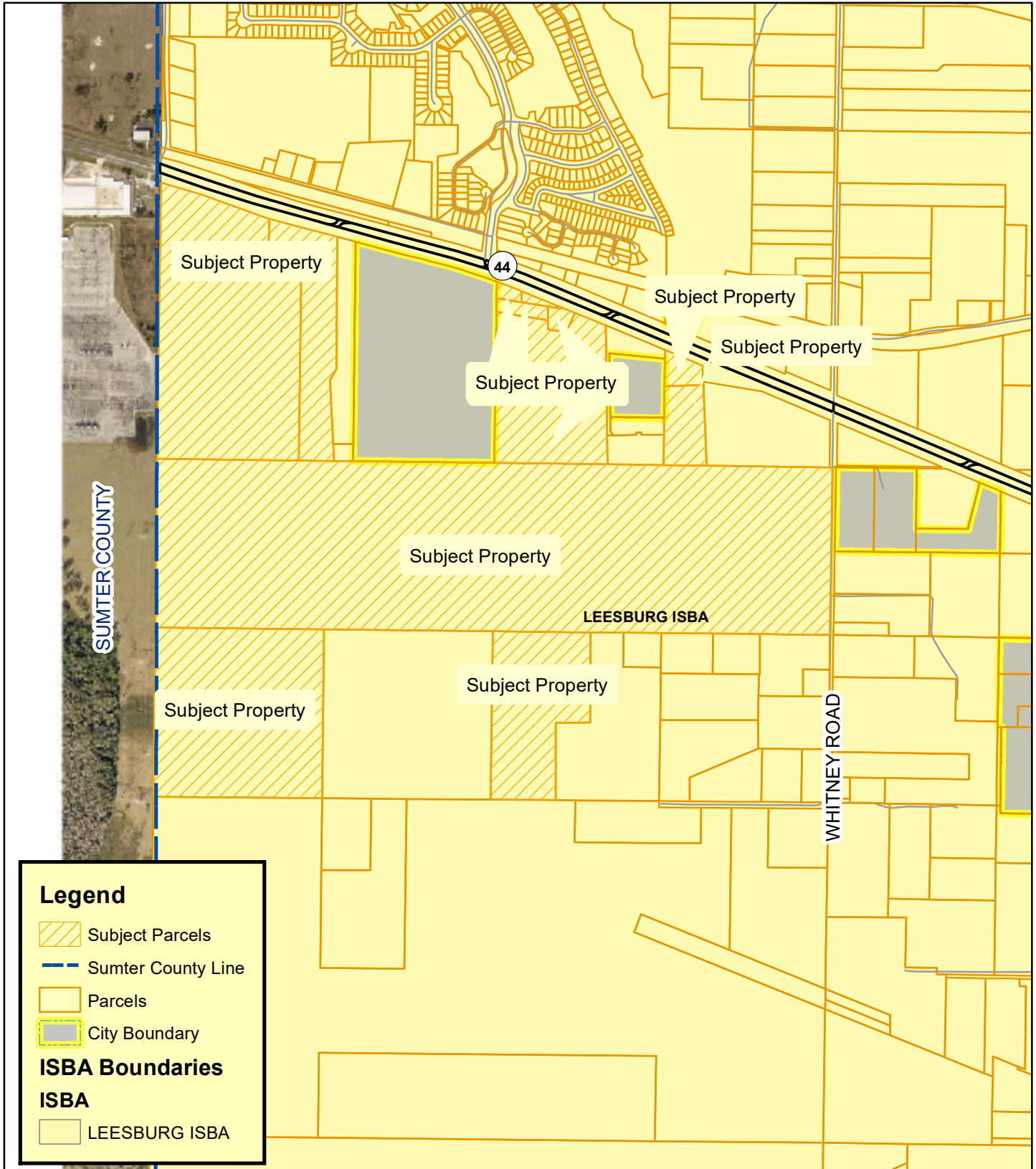


**Planning  
& Zoning  
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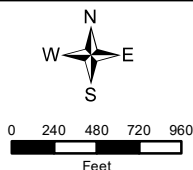


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# ISBA and City Boundary



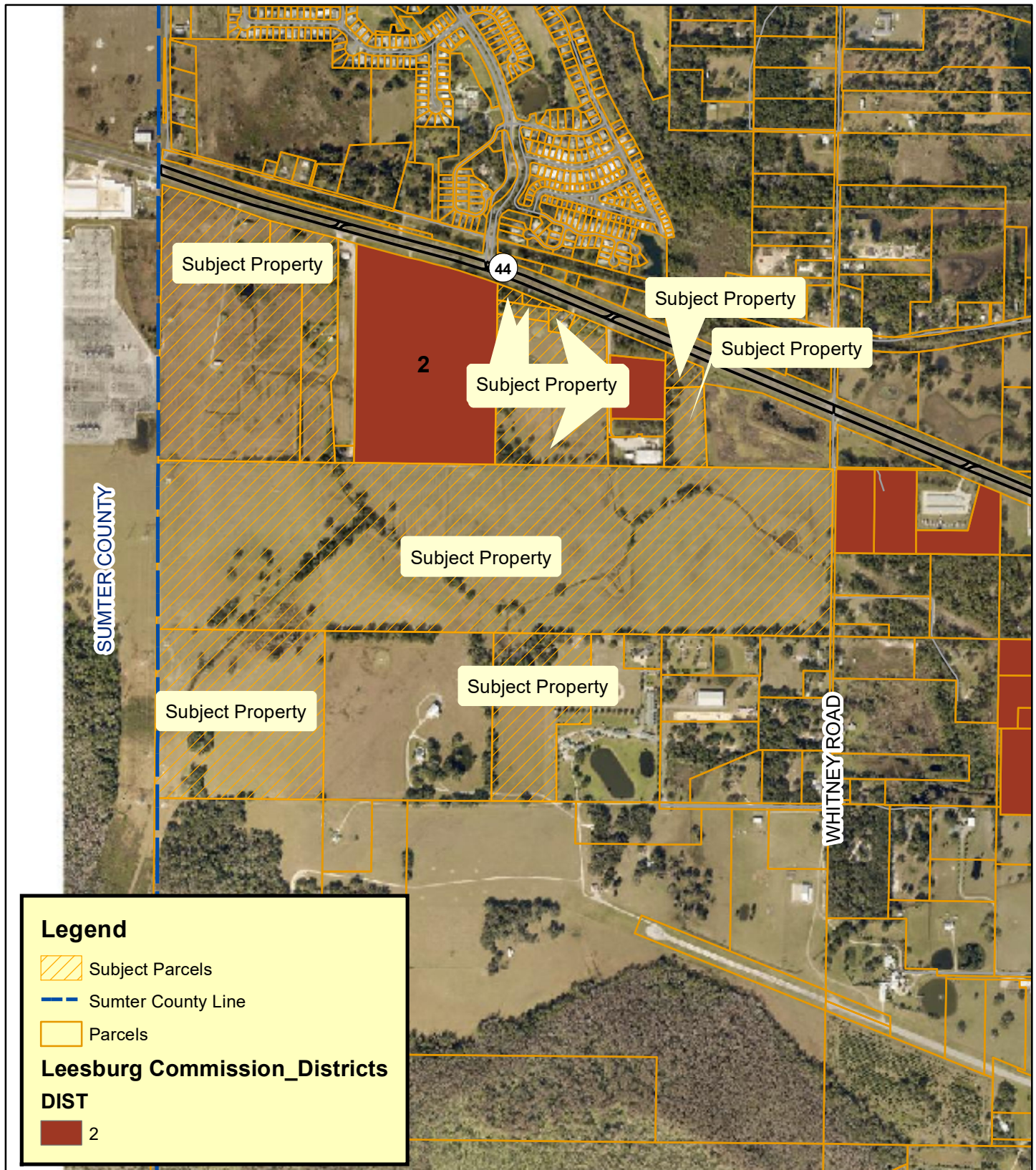
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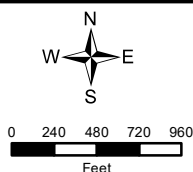
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# Commission District



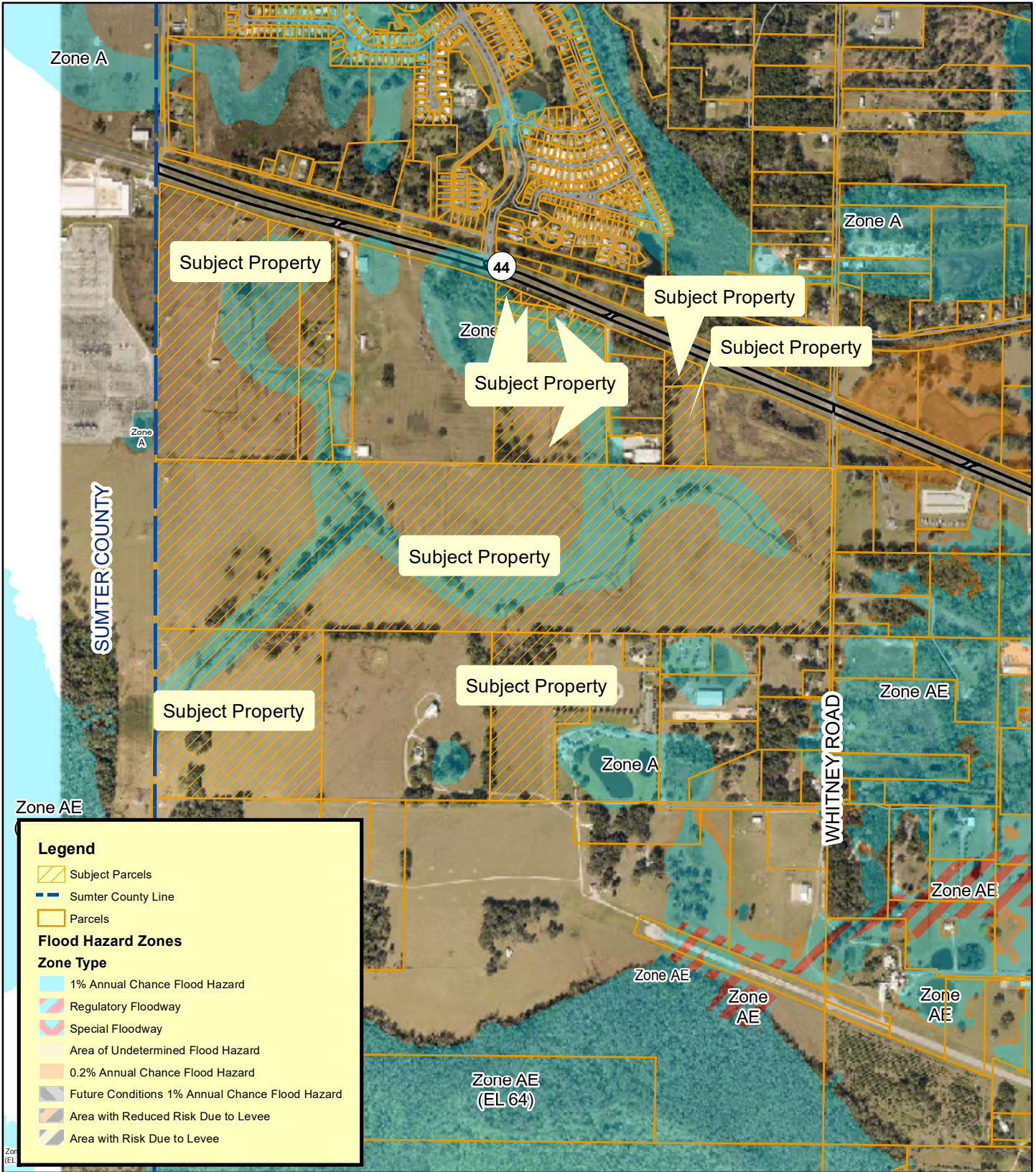
## Planning & Zoning Division



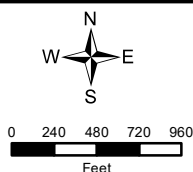
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September 28, 2023



# Flood Zone



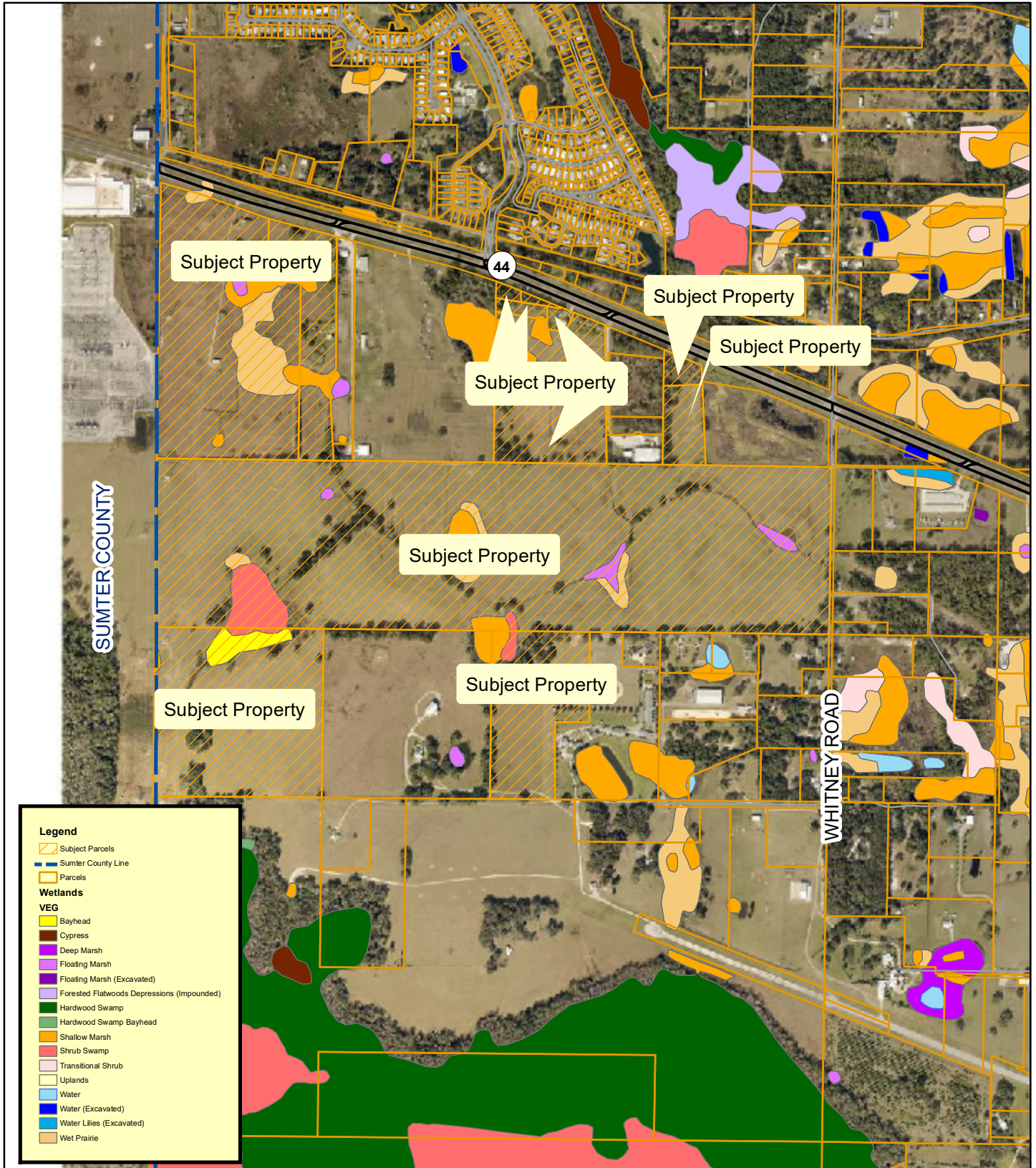
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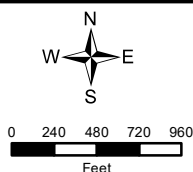
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September 28, 2023



# Wetlands



**Planning  
& Zoning  
Division**



Village Palms Holdings  
(ANNX-23-437); LSCP-23-438; PUD-23-439  
AK #s: 1035287, 1116546, 1171792, 1171814, 1700001,  
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September 28, 2023

# City of Leesburg Lake Front City

## Agenda Memorandum

**Item No:** 6.B.4.

**Meeting Date:** December 18, 2023

**From:** Ann Kinsey, (Building Official)

**Subject:** An Ordinance of the City of Leesburg, Florida amending the City Code of Ordinances by modifying Chapter 7, Article II - "Building Standards" and Chapter 10, Article II - "Fire Protection and Prevention" to conform with revised Florida Building Code - Eighth Edition (2023); providing for severability; providing for conflicts; and providing an effective date.

---

### Staff Recommendation:

Staff recommends passing this update of the existing Ordinance No. 20-01, as the existing version (2020) of the code cycle will be out of date December 31, 2023 per Florida Statutes.

### Analysis:

Every three years, the State of Florida adopts a new Building Code per Florida Administrative Code 61G20. This is the Ordinance Amendment for the City of Leesburg Building Department to officially adopt by ordinance the 2023 Florida Building Code (8th edition), the 2023 Florida Fire Prevention Code (8th edition), the National Electric Code 2020, and the 2021 International Property Maintenance Code with all subsequent additions, deletions, amendments and supplements as adopted by the State of Florida. This will officially recognize the State of Florida's standard for building and property maintenance. On December 31, 2023, the State of Florida will require permit compliance with the Florida Building Code 2023 (8th edition) and related documents. Therefore, the Leesburg, Florida municipal code needs to be modified to adopt this new edition as well. This will keep the city in compliance with state statutes. In addition, this new code version has multiple sections of the code which are listed as "Reserved", which are sections to be filled by the local building official. These sections have been copied largely from the Building Officials Association of Florida recommendations for code compliance, utilizing their attorneys, and in coordination with several other city jurisdictions and Lake County, FL to ensure they are consistent with the intentions of the building code. Finally, these additions will continue to reduce the number of permits required, as it exempts most residential fences, small sheds without electricity, and small commercial tents without electricity. City legal counsel has read and accepted these updates.

### Procurement Analysis:

N/A

### Options:

1. Adopt and approve the ordinance update as presented; or

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

**Fiscal Impact:**

N/A

**ORDINANCE NO. 2023-\_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA  
AMENDING THE CITY CODE OF ORDINANCES BY  
MODIFYING CHAPTER 7, ARTICLE II – “BUILDING  
STANDARDS” AND CHAPTER 10, ARTICLE II – “FIRE  
PROTECTION AND PREVENTION” TO CONFORM WITH  
REVISED FLORIDA BUILDING CODE -EIGHTH EDITION  
(2023); PROVIDING FOR SEVERABILITY; PROVIDING  
FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE  
DATE**

**WHEREAS**, the City of Leesburg, Florida has previously adopted the Seventh Edition of the Florida Building Code (2020) as the Building Code for the City;

**WHEREAS**, the Eighth Edition of Florida Building Code has now been adopted as the Building Code for the State of Florida;

**WHEREAS**, the City Commission and staff have identified areas of the Florida Building Code that require modification to implement the latest edition of the Code; and

**WHEREAS**, the City Commission has determined that it is in the best interest of the City and its residents, business owners, and visitors to adopt most recent version of the Florida Building Code as the Building Code for the City of Leesburg, subject to the modifications set forth herein.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are adopted and incorporated herein by reference.

**Section 2. Text Amendment.** Chapter 7, Article II, of the City of Leesburg Code of Ordinances is hereby amended to read as follows:

(NOTE: Underlined words constitute additions to the original text of the Code of Ordinances; strikethroughs constitute deletions to the original text of the Code of Ordinances; and asterisks (\*\*\*) indicate omission from the original text of the Code of Ordinances which is intended to remain unchanged.)

**ARTICLE II. - BUILDING STANDARDS**

Sec. 7-16. Building code adopted.

The 2023~~0~~ ~~Seventh~~ Eighth Edition of the Florida Building Code, effective as of December 31, ~~2020~~ 2023, and associated texts, is adopted as the Building Code for the City

of Leesburg, Florida. It is comprised of the following elements, including all annexes and references stated therein:

- (1) Florida Building Code- Building.
- (2) Florida Building Code—Residential.
- (3) Florida Building Code—Accessibility.
- (4) Florida Building Code—Energy Conservation.
- (5) Florida Building Code—Existing Buildings.
- (6) Florida Building Code—Mechanical.
- (7) Florida Building Code—Plumbing.
- (8) Florida Building Code—Fuel Gas.
- (9) ~~2017~~ 2020 National Electric Code.
- (10) Florida Fire Prevention Code (8<sup>th</sup> Edition includes the 2021 NFPA 1 and 101).
- (11) ~~2018~~ 2021 International Property Maintenance Code.
- (12) 2021 International Swimming Pool and Spa Code.

Modifications:

This code cycle has multiple areas listed as "Reserved", which means the local Building Official can set the code requirements for these sections. Some of the more static code issues are listed below. For any not stated here, the Design Professional of the project should consult the ~~2018~~ 2021 version of the International Code Council Building Codes ~~and the 2017 version of the Florida Building Codes~~ for design guidance on the intent of the code and discuss any questions with the Building Official.

1. [A] 101.2.1 Appendices. Provisions in the appendices shall not apply unless specifically adopted. All appendices A-~~OM~~ are adopted, with the following modification: H111.2 (where wall signs attached to masonry and similar type walls, fasteners) ...shall be engineered per the Design Professional.

2. 101.2.2 Florida Building Code, Residential Construction standards or practices which are not covered by Florida Building Code, Residential volume shall be in accordance with the provisions of Florida Building Code, Building.

3. 101.3.1 Quality control. Quality control of materials and workmanship is not within the purview of this code except as it relates to the purposes stated herein.

4. 101.3.2 Warranty and Liability. The permitting, plan review or inspection of any building, system or plan by this jurisdiction, under the requirements of this code, shall not be construed in any court as a warranty of the physical condition of such building, system or plan or their adequacy. This jurisdiction shall not be liable in tort for damages or hazardous or illegal condition or inadequacy in such building, system or plan, nor for any failure of any component of such, which may occur subsequent to such inspection or permitting.



5. [A] 101.4.4 Property maintenance. (~~2018~~2021 International Property Maintenance Code) The provisions of the International Property Maintenance Code shall apply to existing structures and premises; equipment and facilities; light, ventilation, space heating, sanitation, life and fire safety hazards; responsibilities of owners, operators and occupants; and occupancy of existing premises and structures.

6. [A] 101.4.5 Fire prevention. For provisions related to fire prevention, refer to the Florida Fire Prevention Code. The Florida Fire Prevention Code shall apply to matters affecting or relating to structures, processes and premises from the hazard of fire and explosion arising from the storage, handling or use of structures, materials or devices; from conditions hazardous to life, property or public welfare in the occupancy of structures or premises; and from the construction, extension, repair, alteration or removal of fire suppression, automatic sprinkler systems and alarm systems or fire hazards in the structure or on the premises from occupancy or operation.

7. 102.2 Building. The provisions of the Florida Building Code shall apply to the construction, erection, alteration, modification, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every public and private building, structure or facility or floating residential structure, or any appurtenances connected or attached to such buildings, structures or facilities. Additions, alterations, repairs and changes of use or occupancy group in all buildings and structures shall comply with the provisions provided in the Florida Building Code, Existing Building. The following buildings, structures and facilities are exempt from the Florida Building Code as provided by law, and any further exemptions shall be as determined by the legislature and provided by law:

(a) Building and structures specifically regulated and preempted by the federal government.

(b) Railroads and ancillary facilities associated with the railroad.

(c) Nonresidential farm buildings on farms.

(d) Temporary buildings or sheds used exclusively for construction purposes.

(e) Mobile or modular structures used as temporary offices, except that the provisions of Part II (Sections 553.501-553.513, Florida Statutes) relating to accessibility by persons with disabilities shall apply to such mobile or modular structures. Permits shall be required for structural support and tie-down, electric supply and all other such utility connections to such mobile or modular structures as required by this jurisdiction.

(f) Those structures or facilities of electric utilities, as defined in Section 366.02, Florida Statutes, which are directly involved in the generation, transmission, or distribution of electricity.

(g) Temporary sets, assemblies, or structures used in commercial motion picture or television production, or any sound-recording equipment used in such production, on or off the premises.

(h) Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term "chickee" means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other nonwood features.

(i) Family mausoleums not exceeding 250 square feet (23 m<sup>2</sup> ) in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.

(j) Temporary housing provided by the Department of Corrections to any prisoner in the state correctional system.

(k) A building or structure having less than 1,000 square feet (93 m<sup>2</sup> ) which is constructed and owned by a natural person for hunting and which is repaired or reconstructed to the same dimension and condition as existed on January 1, 2011, if the building or structure:

1. Is not rented or leased or used as a principal residence;
2. Is not located within the 100-year flood plain according to the Federal Emergency Management Agency's current Flood Insurance Rate Map; and
3. Is not connected to an off-site electric power or water supply.

(l) A drone port as defined in FS 330.41(2).

8. 102.2.2 Residential buildings or structures moved into or within a county or municipality shall not be required to be brought into compliance with the state minimum building code in force at the time the building or structure is moved, provided:

(a) The building or structure is structurally sound and in occupiable condition for its intended use;

(b) The occupancy use classification for the building or structure is not changed as a result of the move;

(c) The building is not substantially remodeled;

(d) Current fire code requirements for ingress and egress are met;

(e) Electrical, gas and plumbing systems meet the codes in force at the time of construction and are operational and safe for reconnection; and

(f) Foundation plans are sealed by a professional engineer or architect licensed to practice in this state, if required by the Florida Building Code, Building for all residential buildings or structures of the same occupancy class.

*(See Florida Building Code, Existing Building Chapter 13 for additional requirements for Relocated or Moved Buildings)*

9. 102.2.5 Each enforcement district or local enforcement agency shall be governed by a board, the composition of which shall be determined by the affected localities. At its own option, each enforcement district or local enforcement agency may adopt rules granting to the owner of a single-family residence one or more exemptions from the Florida Building Code relating to:

a. Addition, alteration, or repairs performed by the property owner upon his or her own property, provided any addition, alteration or repair shall not exceed 1,000 square feet (93 m<sup>2</sup> ) or the square footage of the primary structure, whichever is less.

b. Addition, alteration, or repairs by a nonowner within a specific cost limitation set by rule, provided the total cost shall not exceed \$5,000 within any 12-month period.

c. Building plans review and inspection fees.

However, the exemptions under subparagraph 1 do not apply to single-family residences that are located in mapped flood hazard areas, as defined in the code, unless the enforcement district or local enforcement agency has determined that the work, which is otherwise exempt, does not constitute a substantial improvement, including the repair of substantial damage, of such single-family residences.

Each code exemption, as defined in sub-subparagraphs 1a, 1b, and 1c shall be certified to the local board 10 days prior to implementation and shall only be effective in the territorial jurisdiction of the enforcement district or local enforcement agency implementing it.

108.[A] 102.5 Partial invalidity. In the event that any part or provision of this code is held to be illegal or void, this shall not have the effect of making void or illegal any of the other parts or provisions.

119. [A] 102.6 Existing structures. The legal occupancy of any structure existing on the date of adoption of this code shall be permitted to continue without change, except as otherwise specifically provided in this code, the Florida Building Code, Existing Building, ~~2018~~2021 International Property Maintenance or the Florida Fire Prevention Code.

120. [A] 102.6.2 Buildings previously occupied. The legal occupancy of any building existing on the date of adoption of this code shall be permitted to continue without change, except as otherwise specifically provided in this code, the Florida Fire Prevention Code, ~~2018~~ 2021 International Property Maintenance Code or as is deemed necessary by the building official for the general safety and welfare of the occupants and the public.

13. 102.7 Relocation of manufactured buildings.

(a) Relocation of an existing manufactured building does not constitute an alteration.

(b) A relocated building shall comply with wind speed requirements of the new location, using the appropriate wind speed map. If the existing building was manufactured in compliance with the Standard Building Code (prior to March 1, 2002), the wind speed map of the Standard Building Code shall be applicable. If the existing building was manufactured in compliance with the Florida Building Code (on or after March 1, 2002), the wind speed map of the Florida Building Code shall be applicable.

(c) A relocated building shall comply with the flood hazard area requirements of the new location, if applicable.

141. 103.1 Creation of enforcement agency. The Department of Building Safety is hereby created and the official in charge thereof shall be known as the building official.

152. 103.2 Appointment. The building official shall be appointed by the chief appointing authority of the jurisdiction.

163. 103.3 Deputies. In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the building official shall have the authority to appoint a deputy building official, the related technical officers, inspectors, plan examiners and other employees. Such employees shall have powers as

delegated by the building official. For the maintenance of existing properties, see the 2018 2021 International Property Maintenance Code.

~~174.~~ [A] 104.1 General. The building official is hereby authorized and directed to enforce the provisions of this code. The building official shall have the authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this code.

~~185.~~ [A] 104.2 Applications and permits. The building official's office shall receive applications, review construction documents and issue permits for the erection, and alteration, demolition and moving of buildings and structures, inspect the premises for which such permits have been issued and enforce compliance with the provisions of this code.

~~196.~~ 104.2.1 Determination of substantially improved or substantially damaged existing buildings and structures in flood hazard areas. For applications for reconstruction, rehabilitation, repair, alteration, addition or other improvement of existing buildings or structures located in flood hazard areas, the building official shall determine if the proposed work constitutes substantial improvement or repair of substantial damage. Where the building official determines that the proposed work constitutes substantial improvement or repair of substantial damage, and where required by this code, the building official shall require the building to meet the requirements of Section 1612 or R322 of the Florida Building Code, Residential, as applicable.

~~2047.~~ [A] 104.3 Notices and orders. The building official shall issue all necessary notices or orders to ensure compliance with this code.

~~2148.~~ [A] 104.4 Inspections. The building official shall make all of the required inspections, or the building official shall have the authority to accept reports of inspection by approved agencies or individuals. Reports of such inspections shall be in writing and be certified by a responsible officer of such approved agency or by the responsible individual. The building official is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise, subject to the approval of the appointing authority.

~~2249.~~ [A] 104.5 Identification. The building official shall carry proper identification when inspecting structures or premises in the performance of duties under this code.

~~2320.~~ [A] 104.6 Right of entry. Where it is necessary to make an inspection to enforce the provisions of this code, or where the building official has reasonable cause to believe that there exists in a structure or upon a premises a condition which is contrary to or in violation of this code which makes the structure or premises unsafe, dangerous or hazardous, the building official is authorized to enter the structure or premises at reasonable times to inspect or to perform the duties imposed by this code, provided that if such structure or premises be occupied that credentials be presented to the occupant and entry requested. If such structure or premises is unoccupied, the building official shall first make a reasonable effort to locate the owner or other person having charge or control of the structure or premises

and request entry. If entry is refused, the building official shall have recourse to the remedies provided by law to secure entry.

~~2424.~~ [A] 104.7 Department records. The building official shall keep official records of applications received, permits and certificates issued, fees collected, reports of inspections, and notices and orders issued. Such records shall be retained in the official records for the period required for retention of public records per FS 119.

~~2522.~~ 104.8 Liability. The building official, member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be civilly or criminally rendered liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties. Any suit instituted against an officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by legal representative of the jurisdiction until the final termination of the proceedings. The building official or any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code.

~~2623.~~ [A] 104.8.1 Legal defense. Any suit or criminal complaint instituted against an officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by legal representatives of the jurisdiction until the final termination of the proceedings. The building official or any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code.

~~2724.~~ [A] 104.10 Modifications. Wherever there are practical difficulties involved in carrying out the provisions of this code, the building official shall have the authority to grant modifications for individual cases, upon application of the owner or owner's representative, provided the building official shall first find that special individual reason makes the strict letter of this code impractical and the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, accessibility, life and fire safety, or structural requirements. The details of action granting modifications shall be recorded and entered in the files of the department of building safety.

~~2825.~~ 104.10.1 Flood hazard areas. The building official shall coordinate with the floodplain administrator to review requests submitted to the building official that seek approval to modify the strict application of the flood resistant construction requirements of the Florida Building Code to determine whether such requests require the granting of a variance pursuant to Section 117.

~~2926.~~ 104.12 Requirements not covered by code. Any requirements necessary for strength, stability or proper operation of an existing or proposed building, structure, electrical, gas, mechanical or plumbing system, or for the public safety, health and general welfare, not specifically covered by this or other technical codes, shall be determined by the building official.

~~3027.~~ [A] 105.1.2 Annual Facility permit records. The person to whom an annual permit is issued shall keep a detailed record of alterations made under such annual permit.



The building official shall have access to such records at all times or such records shall be filed with the building official as designated.

3128. [A] 105.2 Work exempt from permit. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction, to include work in any special flood hazard area. Exemptions granted under this section do not relieve the owner or contractor from their duty to comply with applicable provisions of the Florida Building Code, and requirements of the local floodplain management ordinance. Permits shall not be required for the following:

Building:

- One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 120 square feet (11 m2).
- Oil derricks.
- Water tanks supported directly on grade if the capacity does not exceed 5,000 gallons (18 925 L) and the ratio of height to diameter or width does not exceed 2:1.
- Sidewalks and driveways not more than 4 inches (102 mm) above adjacent grade, and not over any basement or story below and are not part of an accessible route.
- Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
- Temporary motion picture, television and theater stage sets and scenery.
- Prefabricated swimming pools accessory to a Group R-3 occupancy that are less than 24 inches (610 mm) deep, do not exceed 5,000 gallons (18 925 L) and are installed entirely above ground with plug-in filter and no hard piping to house.
- Shade cloth structures constructed for nursery or agricultural purposes, not including service systems.
- Swings and other playground equipment accessory to detached one- and two-family dwellings.
- Window awnings supported by an exterior wall that do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support, of Groups R-3 and U occupancies.
- Non fixed and movable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches (1753 mm) in height.
- Construction listed on current City of Leesburg brochure for items not needing permits.

Electrical:

Repairs and maintenance: Minor repair work, including the replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles.

Radio and television transmitting stations: The provisions of this code shall not apply to electrical equipment used for radio and television transmissions, but do apply to equipment and wiring for a power supply and the installations of towers and antennas.

- Temporary testing systems: A permit shall not be required for the installation of any temporary system required for the testing or servicing of electrical equipment or apparatus.

~~3229.~~ [A] 105.2.3 Public service agencies. A permit shall not be required for the installation, alteration or repair of generation, transmission, distribution or metering or other related equipment that is under the ownership and control of public service agencies by established right.

~~3330.~~ 105.3.1.2 No permit may be issued for any building construction, erection, alteration, modification, repair, or addition unless the applicant for such permit provides to the enforcing agency which issues the permit any of the following documents which apply to the construction for which the permit is to be issued and which shall be prepared by or under the direction of an engineer registered under Chapter 471, Florida Statutes:

~~(a)1.~~ Plumbing documents for any new building or addition which requires a plumbing system with more than 250 fixture units or which costs more than \$125,000.

~~(b)2.~~ Fire sprinkler documents for any new building or addition which includes a fire sprinkler system which contains 50 or more sprinkler heads. Personnel as authorized by chapter 633 Florida Statutes, may design a fire sprinkler system of 49 or fewer heads and may design the alteration of an existing fire sprinkler system if the alteration consists of the relocation, addition or deletion of not more than 49 heads, notwithstanding the size of the existing fire sprinkler system.

~~(c)3.~~ Heating, ventilation, and air-conditioning documents for any new building or addition which requires more than a 15-ton-per-system capacity which is designed to accommodate 100 or more persons or for which the system costs more than \$125,000. This paragraph does not include any document for the replacement or repair of an existing system in which the work does not require altering a structural part of the building or for work on a residential one-, two-, three-, or four-family structure.

An air-conditioning system may be designed by an installing air-conditioning contractor certified under Chapter 489, Florida Statutes, to serve any building or addition which is designed to accommodate fewer than 100 persons and requires an air-conditioning system with a value of \$125,000 or less; and when a 15-ton-per system or less is designed for a singular space of a building and each 15-ton system or less has an independent duct system. Systems not complying with the above require design documents that are to be sealed by a professional engineer.

Example 1: When a space has two 10-ton systems with each having an independent duct system, the contractor may design these two systems since each unit (system) is less than 15 tons.

Example 2: Consider a small single-story office building which consists of six individual offices where each office has a single three-ton package air conditioning heat pump. The six heat pumps are connected to a single water cooling tower. The cost of the entire heating, ventilation and air-conditioning work is \$47,000 and the office building

accommodates fewer than 100 persons. Because the six mechanical units are connected to a common water tower, this is considered to be an 18-ton system.

Note: It was further clarified by the Commission that the limiting criteria of 100 persons and \$125,000 apply to the building occupancy load and the cost for the total air-conditioning system of the building.

(d)4. Any specialized mechanical, electrical, or plumbing document for any new building or addition which includes a medical gas, oxygen, steam, vacuum, toxic air filtration, halon, or fire detection and alarm system which costs more than \$5,000.

Exception:

Simplified permitting processes.

(1) As used in this section, the term:

a. "Component" means valves, fire sprinklers, escutcheons, hangers, compressors, or any other item deemed acceptable by the local enforcing agency. For purposes of this paragraph, a valve does not include pressure-regulating, pressure-reducing, or pressure-control valves.

b. "Contractor" means a person who:

1. Is qualified to engage in the business of electrical or alarm system contracting pursuant to a certificate or registration issued by the department under part II of chapter 489, Florida Statutes; or

2. Is qualified to engage in the business of fire protection system contracting pursuant to a license or certificate issued by the State Fire Marshal.

c. "Fire alarm system project" means a fire alarm system alteration of a total of 20 or fewer initiating devices and notification devices, or the installation or replacement of a fire communicator connected to an existing fire alarm control panel in an existing commercial, residential, apartment, cooperative, or condominium building.

d. "Fire sprinkler system project" means a fire protection system alteration of a total of 20 or fewer fire sprinklers in which the sprinklers are of the same K-factor and located in spaces where there is no change of hazard classification or increased system coverage area, or the installation or replacement of an equivalent fire sprinkler system component in an existing commercial, residential, apartment, cooperative, or condominium building. For purposes of this paragraph, a component is equivalent if the component has the same or better characteristics, including electrical, hydraulic, pressure losses, and required listings and spacing as the component being replaced.

(2) a. A local enforcement agency may require a contractor, as a condition of obtaining a permit for a fire alarm system project or fire sprinkler system project, to submit a completed application and payment.

b. A local enforcement agency may not require a contractor to submit plans or specifications as a condition of obtaining a permit for a fire alarm system project or fire sprinkler system project.

(3) A local enforcement agency must issue a permit for a fire alarm system project or fire sprinkler system project in person or electronically.

(4) A local enforcement agency must require at least one inspection of a fire alarm system project or fire sprinkler system project to ensure compliance with applicable codes and standards. If a fire alarm system project or fire sprinkler system project fails an inspection, the contractor must take corrective action as necessary to pass inspection.

(5) a. For a fire sprinkler alarm system project, a contractor must keep a copy of the plans and specifications at the fire alarm system project worksite and make such plans and specifications available to the inspector at each inspection.

b. For a fire sprinkler system project to alter an existing fire protection system, a contractor must keep a copy of the plans and specifications at the fire sprinkler system project worksite and make such plans and specifications available to the inspector at each inspection.

c. For a fire sprinkler system project to install or replace a component, a contractor must keep a copy of the manufacturer's installation instructions and any pertinent testing instructions needed to certify or accept the component at the fire sprinkler system project worksite and make such documents available to the inspector at each inspection.

(e)5. Electrical documents. See Florida Statutes 471.003(2)(h). Any electrical or plumbing or air-conditioning and refrigeration system meeting the following thresholds are required to be designed by a Florida Registered Engineer. The system, requires an electrical system with a value of over \$125,000; and Requires an aggregate service capacity of over 600 amperes (240 volts) on a residential electrical system or over 800 amperes (240 volts) on a commercial or industrial electrical system; NOTE: It was further clarified by the Commission that the limiting factor of 240 volt or over is required to be designed by an Engineer. Documents requiring an engineer seal by this part shall not be valid unless a professional engineer who possesses a valid certificate of registration has signed, dated, and stamped such document as provided in Section 471.025, Florida Statutes.

(f)6. All public swimming pools and public bathing places defined by and regulated under Chapter 514, Florida Statutes.

3434. [A] 105.3.2 Time limitation of application. An application for a permit for any proposed work shall be deemed to have been abandoned becoming null and void 180 days after the date of filing, unless such application has been pursued in good faith or a permit has been issued; except that the building official is authorized to grant one or more extensions of time for additional periods not exceeding 90 days each. The extension shall be requested in writing and justifiable cause demonstrated.

3532. 105.3.89 Public right of way. A permit shall not be given by the building official for the construction of any building, or for the alteration of any building where said building is to be changed and such change will affect the exterior walls, bays, balconies, or other appendages or projections fronting on any street, alley or public lane, or for the placing on any lot or premises of any building or structure removed from another lot or premises unless the applicant has received a right of way permit from the authority having jurisdiction over the street, alley or public lane.

3633. 105.4 Conditions of the permit. The issuance or granting of a permit shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this code or of any other ordinance of the jurisdiction. Permits presuming to give authority

to violate or cancel the provisions of this code or other ordinances of the jurisdiction shall not be valid. The issuance of a permit based on construction documents and other data shall not prevent the building official from requiring the correction of errors in the construction documents and other data. The building official is also authorized to prevent occupancy or use of a structure where in violation of this code or of any other ordinance of this jurisdiction.

37. 105.4.1.5 After the local enforcing agency issues a permit, the local enforcing agency may not make or require any substantive changes to the plans or specifications except changes required for compliance with the Florida Building Code, the Florida Fire Prevention Code, or the Life Safety Code, or local amendments thereto. If a local enforcing agency makes or requires substantive changes to the plans or specifications after a permit is issued, the local enforcing agency must identify the specific plan features that do not comply with the applicable codes, identify the specific code chapters and sections upon which the finding is based, and provide the information to the permitholder in writing.

3834. 105.5 Expiration. Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 180 days after its issuance, or if the work authorized on the site by such permit holder and property owner shall be responsible to either complete all work in accordance with the permitted plans and inspection or remove any partially completed work in a safe and code compliant manner. The building official is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated as determined by the building official.

3935. 105.5.1 Additional options for closing a permit. Pursuant to Section 553.79(15), Florida Statutes, a property owner, regardless of whether the property owner is the one listed on the application for the building permit, may close a building permit by complying with the following requirements:

(a)1. The property owner may retain the original contractor listed on the permit or hire a different contractor appropriately licensed in this state to perform the work necessary to satisfy the conditions of the permit and to obtain any necessary inspection in order to close the permit. If a contractor other than the original contractor listed on the permit is hired by the property owner to close the permit, such contractor is not liable for any defects in the work performed by the original contractor and is only liable for the work that he or she performs.

(b)2. The property owner may assume the role of an owner- builder, in accordance with Sections 489.103(7) and 489.503(6), Florida Statutes.

(c)3. If a building permit is expired and its requirements have been substantially completed, as determined by the local enforcement agency, the permit may be closed without having to obtain a new building permit, and the work required to close the permit may be done pursuant to the building code in effect at the time the local enforcement agency received the application for the permit, unless the contractor has sought and received approval from the local enforcement agency for an alternative material, design or method of construction.

(d)4. A local enforcement agency may close a building permit 6 years after the issuance of the permit, even in the absence of a final inspection, if the local enforcement agency determines that no apparent safety hazard exists.



For purposes of this section, the term "close" means that the requirements of the permit have been satisfied.

~~4036.~~ 105.5.2 For the purposes of this subsection, a closed permit shall mean a permit for which all requirements for completion have been satisfied or a permit that has been administratively closed by the building official.

~~4137.~~ 105.5.3 For the purposes of this subsection, an open permit shall mean a permit that has not satisfied all requirements for completion as defined in 105.5.1.1.

~~4238.~~ 105.6.1 Pursuant to Section 553.79(16), Florida Statutes, a local enforcement agency may not deny issuance of a building permit to; issue a notice of violation to; or fine, penalize, sanction or assess fees against an arm's-length purchaser of a property for value solely because a building permit applied for by a previous owner of the property was not closed. The local enforcement agency shall maintain all rights and remedies against the property owner and contractor listed on the permit.

~~4339.~~ 105.6.2 Pursuant to Section 553.79(16), Florida Statutes, a local enforcement agency may not deny issuance of a building permit to a contractor solely because the contractor is listed on other building permits that were not closed. A local enforcement agency has the authority to deny a new permit application from an applicant for other reasons.

~~4440.~~ 105.15 Opening protection. When any activity requiring a building permit, not including roof covering replacement or repair work associated with the prevention of degradation of the residence, that is applied for on or after July 1, 2008, and for which the estimated cost is \$50,000 or more for a site built single-family detached residential structure that is located in the wind-borne debris region as defined in this code and that has an insured value of \$750,000 or more, or, if the site built single-family detached residential structure is uninsured or for which documentation of insured value is not presented, has a just valuation for the structure for purposes of ad valorem taxation of \$750,000 or more; opening protections as required within this code or Florida Building Code, Residential for new construction shall be provided.

Exception: Where defined wind-borne debris regions have not changed, single family residential structures permitted subject to the Florida Building Code are not required to comply with this section.

~~4544.~~ [A] 107.1 General. Submittal documents consisting of construction documents, statement of special inspections, geotechnical report and other data shall be submitted in two or more sets with each permit application. The construction documents shall be prepared by a registered design professional where required by Chapter 471, Florida Statutes & 61G15 Florida Administrative Code or Chapter 481, Florida Statutes & 61G1 Florida Administrative Code. Where special conditions exist, the building official is authorized to require additional construction documents to be prepared by a registered design professional.

Exception: The building official is authorized to waive the submission of construction documents and other data not required to be prepared by a registered design professional if it is found that the nature of the work applied for is such that review of construction documents is not necessary to obtain compliance with this code.

4642. 107.2.1 Information on construction documents. Construction documents shall be dimensioned and drawn upon suitable material. Electronic media documents are permitted to be submitted where approved by the building official. Construction documents shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations, as determined by the building official. Such drawings and specifications shall contain information, in the form of notes or otherwise, as to the quality of materials, where quality is essential to conformity with the technical codes. Such information shall be specific, and the technical codes shall not be cited as a whole or in part, nor shall the term "legal" or its equivalent be used as a substitute for specific information. All information, drawings, specifications and accompanying data shall bear the name and signature of the person responsible for the design.

4743. [A] 107.3 Examination of documents. The building official shall examine or cause to be examined the accompanying submittal documents and shall ascertain by such examinations whether the construction indicated and described is in accordance with the requirements of this code and other pertinent laws or ordinances.

Exceptions:

1. Building plans approved pursuant to Section 553.77(5), Florida Statutes, and state-approved manufactured buildings are exempt from local codes enforcing agency plan reviews except for provisions of the code relating to erection, assembly or construction at the site. Erection, assembly and construction at the site are subject to local permitting and inspections. Photocopies of plans approved according to Rule 61-41.009, Florida Administrative Code, shall be sufficient for local permit application documents of record for the modular building portion of the permitted project.

2. Industrial construction on sites where design, construction and fire safety are supervised by appropriately licensed design and inspection professionals and which contain adequate in-house fire departments and rescue squads is exempt, subject to approval by the building official, from review of plans and inspections, providing the appropriate licensed design and inspection professionals certify that applicable codes and standards have been met and supply appropriate approved drawings to local building and fire-safety inspectors.

4844. [A] 107.3.4 Design professional in responsible charge. Where it is required that documents be prepared by a registered design professional, the building official shall be authorized to require the owner or the owner's authorized agent to engage and designate on the building permit application a registered design professional who shall act as the registered design professional in responsible charge. If the circumstances require, the owner or the owner's authorized agent shall designate a substitute registered design professional in responsible charge who shall perform the duties required of the original registered design professional in responsible charge. The building official shall be notified in writing by the owner or owner's authorized agent if the registered design professional in responsible charge is changed or is unable to continue to perform the duties.

The registered design professional in responsible charge shall be responsible for reviewing and coordinating submittal documents prepared by others, including phased and deferred submittal items, for compatibility with the design of the building.

4945. [A]107.3.4.1 Deferred submittals. For the purposes of this section, deferred submittals are defined as those portions of the design that are not submitted at the time of the application and that are to be submitted to the building official.

Deferral of any submittal items shall have the prior approval of the building official. The registered design professional in responsible charge shall list the deferred submittals on the cover sheet or first page of the construction documents for review by the building official.

Documents for deferred submittal items shall be submitted to the registered design professional in responsible charge who shall review them and forward them to the building official with a notation indicating that the deferred submittal documents have been reviewed and found to be in general conformance to the design of the building. The deferred submittal items shall not be installed until the deferred submittal documents have been approved by the building official.

5046. 107.3.5 Minimum plan review criteria for buildings. The examination of the documents by the building official shall include the following minimum criteria and documents: a floor plan; site plan; foundation plan; floor/roof framing plan or truss layout; all fenestration and building envelope penetrations; flashing; and rough opening dimensions; and all exterior elevations:

Commercial Buildings:

Building:

1. Site requirements:

Parking Fire access

Vehicle loading

Driving/turning radius

Fire hydrant/water supply/post indicator valve (PIV)

Set back/separation (assumed property lines)

Location of specific tanks, water lines and sewer lines

Flood hazard areas, flood zones, and design flood elevations

2. Occupancy group and special occupancy requirements shall be determined (with cross check with the energy code submittal).

3. Minimum type of construction shall be determined (see Table 503).

4. Fire-resistant construction requirements shall include the following components:

Fire-resistant separations

Fire-resistant protection for type of construction

Protection of openings and penetrations of rated walls

Fireblocking and draftstopping and calculated fire resistance

5. Fire suppression systems shall include:

Early warning smoke evacuation systems

Schematic fire sprinklers

Standpipes

Pre-engineered systems

Riser diagram.

6. Life safety systems shall be determined and shall include the following requirements:

- Occupant load and egress capacities
- Early warning
- Smoke control
- Stair pressurization
- Systems schematic
- 7. Occupancy load/egress requirements shall include:
  - Occupancy load
  - Gross
  - Net
  - Means of egress
  - Exit access
  - Exit
  - Exit discharge
  - Stairs construction/geometry and protection
  - Doors
  - Emergency lighting and exit signs
  - Specific occupancy requirements
  - Construction requirements
  - Horizontal exits/exit passageways
- 8. Structural requirements shall include:
  - Soil conditions/analysis
  - Termite protection
  - Design loads
  - Wind requirements
  - Building envelope
  - Impact resistant coverings or systems
  - Structural calculations (if required)
  - Foundation
  - Flood requirements in accordance with Section 1612, including lowest floor elevations, enclosures, flood damage- resistant materials
  - Wall systems
  - Floor systems
  - Roof systems
  - Threshold inspection plan
  - Stair systems
- 9. Materials shall be reviewed and shall at a minimum include the following:
  - Wood
  - Steel
  - Aluminum
  - Concrete
  - Plastic
  - Glass

Masonry

Gypsum board and plaster Insulating (mechanical)

Roofing

Insulation

Building envelope portions of the Energy Code (including calculation and mandatory requirements)

10. Accessibility requirements shall include the following:

Site requirements

Accessible route

Vertical accessibility

Toilet and bathing facilities

Drinking fountains

Equipment

Special occupancy requirements

Fair housing requirements

11. Interior requirements shall include the following:

Interior finishes (flame spread/smoke development

Light and ventilation (including corresponding portion of the energy code)

Sanitation

12. Special systems:

Elevators

Escalators

Lifts

13. Swimming pools:

Barrier requirements

Spas

Wading pools

14. Location and installation details. The specific location and installation details of each fire door, fire damper, ceiling damper and smoke damper shall be shown and properly identified on the building plans by the designer.

Electrical:

1. Electrical:

Wiring

Services

Feeders and branch circuits

Overcurrent protection

Grounding

Wiring methods and materials

GFCIs

Electrical portions of the Energy Code (including calculation and mandatory requirements)

2. Equipment



3. Special occupancies
4. Emergency systems
5. Communication systems
6. Low voltage
7. Load calculations
8. Design flood elevation

Plumbing:

1. Minimum plumbing facilities
2. Fixture requirements
3. Water supply piping
4. Sanitary drainage
5. Water heaters
6. Vents
7. Roof drainage
8. Back flow prevention
9. Irrigation
10. Location of water supply line
11. Grease traps
12. Environmental requirements
13. Plumbing riser
14. Design flood elevation
15. Water/plumbing portions of the Energy Code (including calculation and mandatory requirements)

Mechanical:

1. Mechanical portions of the Energy calculations
2. Exhaust systems: Clothes dryer exhaust

Kitchen equipment exhaust

Specialty exhaust systems

3. Equipment
4. Equipment location
5. Make-up air
6. Roof-mounted equipment
7. Duct systems
8. Ventilation
9. Combustion air
10. Chimneys, fireplaces and vents
11. Appliances
12. Boilers
13. Refrigeration
14. Bathroom ventilation
15. Laboratory
16. Design flood elevation

## 17. Smoke and/or Fire Dampers

Gas:

1. Gas piping
2. Venting
3. Combustion air
4. Chimneys and vents
5. Appliances
6. Type of gas
7. Fireplaces
8. LP tank location
9. Riser diagram/shutoffs
10. Design flood elevation
11. Gas portions of the Energy Code (including calculation and mandatory requirements)

Demolition:

1. Asbestos removal

Residential (one- and two-family):

1. Site requirements:

Set back/separation (assumed property lines) Location of septic tanks

2. Fire-resistant construction (if required)
3. Fire
4. Smoke and/or carbon monoxide alarm detector locations
5. Egress:

Egress window size and location stairs construction requirements

6. Structural requirements shall include:

Wall section from foundation through roof, including assembly and materials  
connector tables wind requirements structural calculations (if required)

Termite protection

Design loads

Wind requirements

Building envelope

Foundation

Wall systems

Floor systems

Roof systems

Flood hazard areas, flood zones, design flood elevations, lowest floor elevations,  
enclosures, equipment, and flood damage-resistant materials

7. Accessibility requirements:

Show/identify

Accessible bath

8. Impact resistant coverings or systems

9. Residential Energy Code submittal (including calculation and mandatory requirements)

Manufactured buildings/housing:

1. Site requirements

Setback/separation (assumed property lines)

Location of septic tanks (if applicable)

2. Structural

Wind zone

Anchoring

Blocking

3. Plumbing

List of potable water source and meter size (if applicable)

4. Mechanical

Exhaust systems

Clothes dryer exhaust

Kitchen equipment exhaust

5. Electrical exterior disconnect location

Exemptions: Plans examination by the building official shall not be required for the following work:

1. Replacing existing equipment such as mechanical units, water heaters, etc.

2. Reroofs

3. Minor electrical, plumbing and mechanical repairs

4. Annual maintenance permits

5. Prototype plans:

Except for local site adaptations, siding, foundations and/or modifications.

Except for structures that require waiver.

6. Manufactured buildings plan except for foundations and modifications of buildings on site and as listed above in manufactured buildings/housing.

51. 107.7 Review Audits. If the local building code administrator or inspector finds that the plans are not in compliance with the Florida Building Code, the local building code administrator or inspector shall identify the specific plan features that do not comply with the applicable codes, identify the specific code chapters and sections upon which the finding is based, and provide this information to the local enforcing agency. If the building code administrator, plans examiner, or inspector requests another local enforcing agency employee or a person contracted by the local enforcing agency to review the plans and that employee or person identifies specific plan features that do not comply with the applicable codes, the building code administrator, plans examiner, or inspector must provide this information to

the local enforcing agency. The local enforcing agency shall provide this information to the permit applicant.

5247. 109.2.1 Types of Fees Enumerated. Fees may be charged for but not limited to the following:

- Permits;
- Plans examination;
- Certificates of competency (including fees for applications, examinations, renewal, late renewal, and reciprocity);
- Re-inspections;
- Administrative fees (including fees for investigative and legal costs incurred in the context of certain disciplinary cases heard by the board);
- Variance requests;
- Administrative appeals;
- Violations; and
- Other fees as established by local resolution or ordinance

5348. [A] 109.4 Work commencing before permit issuance. Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits or without prior approval from the building official as permitted in Section 105.2.2 or 105.12 shall be subject to a fee established by the building official that shall be in addition to the required permit fees or as provided by local ordinance. This provision shall not apply to emergency work when delay would clearly have placed life or property in imminent danger. But in all such cases the required permit(s) must be applied for within three (3) business days and any unreasonable delay in obtaining those permit(s) shall result in the charge of a double fee. The payment of a double fee shall not preclude or be deemed a substitute for prosecution for commencing work without first obtaining a permit. The building official may grant extensions of time or waive fees when justifiable cause has been demonstrated in writing.

5449. [A] 109.5 Related fees. The payment of the fee for the construction, alteration, removal or demolition for work done in connection to or concurrently with the work authorized by a building permit shall not relieve the applicant or holder of the permit from the payment of other fees that are prescribed by law.

5550. [A] 109.6 Refunds. The building official is authorized to establish a refund policy.

5654. [A] 110.1 General. Construction or work for which a permit is required shall be subject to inspection by the building official and such construction or work shall remain exposed and provided with access for inspection purposes until approved. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the jurisdiction shall not be valid. It shall be the duty of the owner or the owner's authorized agent to cause the work to remain exposed and provided with access for inspection purposes. The building official shall be permitted to require a boundary line survey prepared by a Florida licensed professional surveyor and mapper whenever the boundary lines cannot be readily determined

in the field. Neither the building official nor the jurisdiction shall be liable for expense entailed in the removal or replacement of any material required to allow inspection.

~~5752.~~ 110.1.1 Manufacturers and fabricators. When deemed necessary by the building official, he/she shall make, or cause to be made, an inspection of materials or assemblies at the point of manufacture or fabrication. A record shall be made of every such examination and inspection and of all violations of the technical codes.

~~5853.~~ 110.1.2 Inspection service. The building official may make, or cause to be made, the inspections required by Section 110. He or she may accept reports of department inspectors, independent inspectors or of recognized inspection services, provided that after investigation he/she is satisfied as to their licensure, qualifications and reliability. A certificate required by any provision of this code shall not be based on such reports unless the same are recorded by the building code inspector or the architect or engineer performing building code inspections in a manner specified by the building official. The building official shall ensure that all persons making such inspections shall be certified in accordance to Chapter 468 Florida Statutes.

~~5954.~~ [A] 110.3 Required inspections. The building official upon notification from the permit holder or his or her agent shall make the following inspections, or any other such inspection as deemed necessary, and shall either release that portion of the construction or shall notify the permit holder or his or her agent of any violations which must be corrected in order to comply with the technical codes. The building official shall determine the timing and sequencing of when inspections occur and what elements are inspected at each inspection.

#### Building

1. Foundation inspection. To be made after trenches are excavated, any required reinforcing steel is in place, forms erected and shall at a minimum include the following building components:

- Stem-wall
- Monolithic slab-on-grade
- Piling/pile caps
- Footers/grade beams

~~1.1.~~——Slab Inspection: Concrete slab and under-floor inspections shall be made after in-slab or under-floor reinforcing steel and building service equipment, conduit, piping accessories and other ancillary equipment items are in place, but before any concrete is placed or floor sheathing installed, including the subfloor.

~~1.2.~~——A foundation/form board survey prepared and certified by a Florida licensed professional surveyor and mapper may be required, prior to approval of the slab inspection. The survey shall certify placement of the building on the site, illustrate all surrounding setback dimensions and shall be available at the job site for review by the building inspector. In lieu of providing a survey, the contractor may elect to uncover all property line markers and string-up all property lines in preparation for inspection.

~~1.3.~~——In flood hazard areas, upon placement of the lowest floor, including basement, and prior to further vertical construction, the elevation certification shall be submitted to the authority having jurisdiction.



2.——Framing inspection. To be made after the roof, all framing, fireblocking and bracing is in place, all concealing wiring, all pipes, chimneys, ducts and vents are complete and the rough electrical, plumbing, heating wires, pipes and ducts are approved and shall at a minimum include the following building components:

- Window/door framing
- Window U-factor/SHGC (as indicated on approved energy calculations)
- Vertical cells/columns
- Lintel/tie beams
- Framing/trusses/bracing/connectors (including truss layout and engineered drawings)
- Draftstopping/fireblocking
- Curtain wall framing
- Energy insulation (Insulation R-factor as indicated on approved energy calculations)
- Accessibility
- Verify rough opening dimensions are within tolerances.
- Window/door buck attachment

2.1——Insulation Inspection: To be made after the framing inspection is approved and the insulation is in place, according to approved energy calculation submittal. Includes wall and ceiling insulation.

2.2——Lath and gypsum board inspection for fire-resistance rated or shear assemblies. Lath and gypsum board inspections shall be made after lathing and gypsum board, interior and exterior, is in place, but before ant plastering is applied or gypsum board joints and fasteners are taped and finished.

3. Sheathing inspection. To be made either as part of a dry-in inspection or done separately at the request of the contractor after all roof and wall sheathing and fasteners are complete and shall at a minimum include the following building components:

- Roof sheathing
- Wall sheathing
- Continuous air barrier
- Exterior siding/cladding
- Sheathing fasteners
- Roof/wall dry-in

NOTE: Sheathing fasteners installed and found to be missing the structural member (shiners) shall be removed and properly reinstalled prior to installation of the dry-in material.

4. Exterior wall coverings. Shall at a minimum include the following building components in progress inspections:

- Exterior wall coverings and veneers
- Soffit coverings

5.——Roofing inspection. Shall at a minimum be made in at least two inspections and include the following building components:

- Dry-in

- Insulation
- Roof coverings (including In Progress as necessary)
- Insulation on roof deck (according to submitted energy calculation)
- Flashing

5.1—Re-roof sheathing and flashing/underlayment inspections. In progress inspections or a city An affidavit with a notarized signature of a state or locally licensed roofing contractor for the installation of additional sheathing fasteners as required by the Existing Building Code may be accepted at the discretion of the building official.

6.—Final inspection. To be made after the building is completed and ready for occupancy.

6.1.—In flood hazard areas, as part of the final inspection, a final certification of the lowest floor elevation shall be submitted to the authority having jurisdiction.

7.—Swimming pool inspection. First inspection to be made after excavation and installation of reinforcing steel, bonding and main drain and prior to placing of concrete.

- a. Steel reinforcement inspection
- b. Underground electric inspection
- c. Underground piping inspection including a pressure test.
- d. Underground electric inspection under deck area (including the equipotential bonding)
- e. Underground piping inspection under deck area
- f. Deck inspection: to be made prior to installation of the deck material (with forms, deck drains, and any reinforcement in place.
- g. Safety Inspection; Made prior to filling the pool with the bonding connections made, the proper drain covers installed and the final barriers installed.
- h. Final pool piping.
- i. Final Electrical inspection
- j. Final inspection to be made when the swimming pool is complete and all required enclosure requirements are in place.

In order to pass final inspection and receive a certificate of completion, a residential swimming pool must meet the requirements relating to pool safety features as described in Section 454.2.17 of this code.

8. Demolition inspections. First inspection to be made after all utility connections have been dis- connected and secured in such manner that no unsafe or unsanitary conditions shall exist during or after demolition operations. Final inspection to be made after all demolition work is completed.

9.—Manufactured building inspections. The building department shall inspect construction of foundations; connecting buildings to foundations; installation of parts identified on plans as site installed items, joining the modules, including utility cross- overs; utility connections from the building to utility lines on site; and any other work done on site

which requires compliance with the Florida Building Code. Additional inspections may be required for public educational facilities (see Section 453.27.20 of this code).

~~•10.~~—Where impact-resistant coverings or impact-resistant systems are installed, the building official shall schedule adequate inspections of impact-resistant coverings or impact-resistant systems to determine the following:

The system indicated on the plans was installed.

The system is installed in accordance with the manufacturer's installation instructions and the product approval.

#### Electrical

~~•1.~~Underground inspection. To be made after trenches or ditches are excavated, conduit or cable installed, and before any backfill is put in place.

~~•2.~~Rough-in inspection. To be made after the roof, framing, fireblocking and bracing is in place and prior to the installation of wall or ceiling membranes.

Includes plumbing provisions of the energy code and approved energy calculation provisions.

~~•3.~~Final inspection. To be made after the building is complete, all required electrical fixtures are in place and properly connected or protected, and the structure is ready for occupancy.

4. Existing Swimming Pools. To be made after all repairs or alterations are complete, all required electrical equipment, GFCI protection, and equipotential bonding are in place on said alterations or repairs.

#### Plumbing

~~•1.~~—Underground inspection. To be made after trenches or ditches are excavated, piping installed, and before any backfill is put in place.

~~•2.~~—Rough-in inspection. To be made after the roof, framing, fireblocking and bracing is in place and all soil, waste and vent piping is complete, and prior to this installation of wall or ceiling membranes.

Includes plumbing provisions of the energy code and approved energy calculation provisions.

~~•3.~~—Final inspection. To be made after the building is complete, all plumbing fixtures are in place and properly connected, and the structure is ready for occupancy.

Note: See Section 312 of the Florida Building Code, Plumbing for required tests.

#### Mechanical

~~•1.~~—Underground inspection. To be made after trenches or ditches are excavated, underground duct and fuel piping installed, and before any backfill is put in place.

~~•2.~~—Rough-in inspection. To be made after the roof, framing, fireblocking and bracing are in place and all ducting, and other concealed components are complete, and prior to the installation of wall or ceiling membranes.

Includes mechanical provisions of the energy code and approved energy calculation provisions.

•3.——Final inspection. To be made after the building is complete, the mechanical system is in place and properly connected, and the structure is ready for occupancy.

#### Gas

•1.——Rough piping inspection. To be made after all new piping authorized by the permit has been installed, and before any such piping has been covered or concealed or any fixtures or gas appliances have been connected.

Includes gas provisions of the energy code and approved energy calculation provisions.

•2.——Final piping inspection. To be made after all piping authorized by the permit has been installed and after all portions which are to be concealed by plastering or otherwise have been so concealed, and before any fixtures or gas appliances have been connected. This inspection shall include a pressure test.

•3.——Final inspection. To be made on all new gas work authorized by the permit and such portions of existing systems as may be affected by new work or any changes, to ensure compliance with all the requirements of this code and to assure that the installation and construction of the gas system is in accordance with reviewed plans.

#### Site Debris

•1.——The contractor and/or owner of any active or inactive construction project shall be responsible for the clean- up and removal of all construction debris or any other miscellaneous discarded articles during the course of the construction project and prior to receiving final inspection approval. Construction job sites must be kept clean and in a safe condition at all times.

2. All debris shall be kept in such a manner as to prevent it from being spread by any means.

60.55.——[A] 110.3.1 Footing and foundation inspection. Footing and foundation inspections shall be made after excavations for footings are complete and any required reinforcing steel is in place. For concrete foundations, any required forms shall be in place prior to inspection. Materials for the foundation shall be on the job, except where concrete is ready mixed in accordance with ASTM C 94, the concrete need not be on the job.

61.56.——[A] 110.3.2 Concrete slab and under-floor inspection. Concrete slab and under-floor inspections shall be made after in-slab or under-floor reinforcing steel and building service equipment, conduit, piping accessories and other ancillary equipment items are in place, but before any concrete is placed or floor sheathing installed, including the subfloor.

62.57.——[A] 110.3.3 Lowest floor elevation. In flood hazard areas, upon placement of the lowest floor, including the basement, and prior to further vertical construction, the elevation certification required in Section 1612.4 and Section R322 of the Florida Building Code, Residential, shall be submitted to the building official.

~~63.58.~~—[A] 110.3.4 Frame inspection. Framing inspections shall be made after the roof deck or sheathing, all framing, fireblocking and bracing are in place and pipes, chimneys and vents to be concealed are complete and the rough electrical, plumbing, heating wires, pipes and ducts are approved.

~~64.59.~~—[A] 110.3.8 Energy efficiency inspections. Inspections shall be made to determine compliance with FBC, Energy Conservation and confirm with the approved energy code submittal (by appropriate trade) and corresponding mandatory requirements and shall include, but not be limited to, inspections for: corresponding envelope insulation R- and U-values, fenestration U-value, and Solar Heat Gain Coefficient, duct system R-value, and HVAC, lighting, electrical and water-heating equipment efficiency.

~~65.~~ [A] 110.3.10 Special inspections. See 110.3.9.

~~66.60.~~—110.3.11 Final inspection. The final inspection shall be made after all work required by the building permit is completed.

~~67.61.~~—110.3.11.1 Flood hazard documentation. If located in a flood hazard area, documentation of the elevation of the lowest floor as required in Section 1612.5 and Section R322 of the Florida Building Code, Residential, shall be submitted to the building official prior to the final inspection.

~~68.62.~~—110.3.11.2 Commercial Energy Code documentation. If required by energy code path submittal, confirmation that commissioning result requirements have been received by building owner.

~~69.63.~~—110.3.11.3 Residential Energy Code documentation. If required by energy code path submittal (R405), confirmation that the duct test requirements shall be received by building official.

~~70.64.~~—[A] 110.4 Inspection agencies. The building official is authorized to accept reports of approved inspection agencies, provided such agencies satisfy the requirements as to qualifications and reliability.

71. 110.9.1 General. The Legislature finds that maintaining the structural integrity of a building throughout the life of the building is of paramount importance in order to ensure that buildings are structurally sound so as to not pose a threat to the public health, safety, or welfare. As such, the Legislature finds that the imposition of a statewide structural inspection program for aging condominium and cooperative buildings in this state is necessary to ensure that such buildings are safe for continued use.

72. 110.9.2. As used in this section, the terms:

(a) “Milestone inspection” means a structural inspection of a building, including an inspection of load-bearing elements and the primary structural members and primary structural systems as those terms are defined in s. 627.706, Florida Statutes, by an architect licensed under chapter 481 or engineer licensed under chapter 471 authorized to practice in this state for the purposes of attesting to the life safety and adequacy of the structural components of the building and, to the extent reasonably possible, determining the general structural condition of the building as it affects the safety of such building, including a determination of any necessary maintenance, repair, or replacement of any structural component of the building. The purpose of such inspection is not to determine if the condition



of an existing building is in compliance with the Florida Building Code or the firesafety code. The milestone inspection services may be provided by a team of professionals with an architect or engineer acting as a registered design professional in responsible charge with all work and reports signed and sealed by the appropriate qualified team member.

(b) “Substantial structural deterioration” means substantial structural distress or substantial structural weakness that negatively affects a building’s general structural condition and integrity. The term does not include surface imperfections such as cracks, distortion, sagging, deflections, misalignment, signs of leakage, or peeling of finishes unless the licensed engineer or architect performing the phase one or phase two inspection determines that such surface imperfections are a sign of substantial structural deterioration.

### 73. 110.9.3. Inspection Guide.

(a) An owner or owners of a building that is three stories or more in height as determined by the Florida Building Code and that is subject, in whole or in part, to the condominium or cooperative form of ownership as a residential condominium under chapter 718, Florida Statutes, or a residential cooperative under chapter 719, Florida Statutes, must have a milestone inspection performed by December 31 of the year in which the building reaches 30 years of age, based on the date the certificate of occupancy for the building was issued, and every 10 years thereafter. If a building reached 30 years of age before July 1, 2022, the building’s initial milestone inspection must be performed before December 31, 2024. If a building reaches 30 years of age on or after July 1, 2022, and before December 31, 2024, the building’s initial milestone inspection must be performed before December 31, 2025. If the date of issuance for the certificate of occupancy is not available, the date of issuance of the building’s certificate of occupancy shall be the date of occupancy evidenced in any record of the local building official.

(b) The local enforcement agency may determine that local circumstances, including environmental conditions such as proximity to salt water as defined in s. 379.101, require that a milestone inspection must be performed by December 31 of the year in which the building reaches 25 years of age, based on the date the certificate of occupancy for the building was issued, and every 10 years thereafter.

(c) The local enforcement agency may extend the date by which a building’s initial milestone inspection must be completed upon a showing of good cause by the owner or owners of the building that the inspection cannot be timely completed if the owner or owners have entered into a contract with an architect or engineer to perform the milestone inspection and the inspection cannot reasonably be completed before the deadline or other circumstance to justify an extension.

(d) The local enforcement agency may accept an inspection report prepared by a licensed engineer or architect for a structural integrity and condition inspection of a building performed before July 1, 2022, if the inspection and report substantially comply with the requirements of this section. Notwithstanding when such inspection was completed, the condominium or cooperative association must comply with the unit owner notice requirements in Section 110.9.9. The inspection for which an inspection report is accepted by the local enforcement agency under this paragraph is deemed a milestone inspection for the applicable requirements in chapters 718 and 719. If a previous inspection and report is accepted by the local enforcement agency under this paragraph, the deadline for the building’s

subsequent 10-year milestone inspection is based on the date of the accepted previous inspection.

74. 110.9.4. The milestone inspection report must be arranged by a condominium or cooperative association and any owner of any portion of the building which is not subject to the condominium or cooperative form of ownership. The condominium association or cooperative association and any owner of any portion of the building which is not subject to the condominium or cooperative form of ownership are each responsible for ensuring compliance with the requirements of this section. The condominium association or cooperative association is responsible for all costs associated with the milestone inspection attributable to the portions of a building which the association is responsible to maintain under the governing documents of the association. This section does not apply to a single-family, two-family, or three-family dwelling with three or fewer habitable stories above ground.

75. 110.9.5. Upon determining that a building must have a milestone inspection, the local enforcement agency must provide written notice of such required inspection to the condominium association or cooperative association and any owner of any portion of the building which is not subject to the condominium or cooperative form of ownership, as applicable, by certified mail, return receipt requested. The condominium or cooperative association must notify the unit owners of the required milestone inspection within 14 days after receipt of the written notice from the local enforcement agency and provide the date that the milestone inspection must be completed. Such notice may be given by electronic submission to unit owners who consent to receive notice by electronic submission or by posting on the association's website.

76. 110.9.6. Phase one of the milestone inspection must be completed within 180 days after the owner or owners of the building receive the written notice under Section 110.9.5. For purposes of this section, completion of phase one of the milestone inspection means the licensed engineer or architect who performed the phase one inspection submitted the inspection report by e-mail, United States Postal Service, or commercial delivery service to the local enforcement agency.

77. 110.9.7. A milestone inspection consists of two phases:

78. 110.9.7.1. For phase one of the milestone inspection, a licensed architect or engineer authorized to practice in this state shall perform a visual examination of habitable and nonhabitable areas of a building, including the major structural components of a building, and provide a qualitative assessment of the structural conditions of the building. If the architect or engineer finds no signs of substantial structural deterioration to any building components under visual examination, phase two of the inspection, as provided in Section 110.9.7.2, is not required. An architect or engineer who completes a phase one milestone inspection shall prepare and submit an inspection report pursuant to Section 110.9.8.

79. 110.9.7.2. A phase two of the milestone inspection must be performed if any substantial structural deterioration is identified during phase one. A phase two inspection may involve destructive or nondestructive testing at the inspector's direction. The inspection may be as extensive or as limited as necessary to fully assess areas of structural distress in order to confirm that the building is structurally sound and safe for its intended use and to recommend a program for fully assessing and repairing distressed and damaged portions of the building. When determining testing locations, the inspector must give preference to

locations that are the least disruptive and most easily repairable while still being representative of the structure.

If a phase two inspection is required, within 180 days after submitting a phase one inspection report the architect or engineer performing the phase two inspection must submit a phase two progress report to the local enforcement agency with a timeline for completion of the phase two inspection. An inspector who completes a phase two milestone inspection shall prepare and submit an inspection report pursuant to Section 110.9.8.

80. 110.9.8. Upon completion of a phase one or phase two milestone inspection, the architect or engineer who performed the inspection must submit a sealed copy of the inspection report with a separate summary of, at minimum, the material findings and recommendations in the inspection report to the condominium association or cooperative association, to any other owner of any portion of the building which is not subject to the condominium or cooperative form of ownership, and to the building official of the local government which has jurisdiction.

The inspection report must, at a minimum, meet all of the following criteria:

(a) Bear the seal and signature, or the electronic signature, of the licensed engineer or architect who performed the inspection.

(b) Indicate the manner and type of inspection forming the basis for the inspection report.

(c) Identify any substantial structural deterioration, within a reasonable professional probability based on the scope of the inspection, describe the extent of such deterioration, and identify any recommended repairs for such deterioration.

(d) State whether unsafe or dangerous conditions, as those terms are defined in the Florida Building Code, were observed.

(e) Recommend any remedial or preventive repair for any items that are damaged but are not substantial structural deterioration.

(f) Identify and describe any items requiring further inspection.

81. 110.9.9. Within 45 days after receiving the applicable inspection report, the condominium or cooperative association must distribute a copy of the inspector-prepared summary of the inspection report to each condominium unit owner or cooperative unit owner, regardless of the findings or recommendations in the report, by United States mail or personal delivery at the mailing address, property address, or any other address of the owner provided to fulfill the association's notice requirements under chapter 718 or chapter 719, as applicable, and by electronic transmission to the e-mail address or facsimile number provided to fulfill the association's notice requirements to unit owners who previously consented to received notice by electronic transmission; must post a copy of the inspector-prepared summary in a conspicuous place on the condominium or cooperative property; and must publish the full report and inspector- prepared summary on the association's website, if the association is required to have a website.

82. 110.9.10. A local enforcement agency may prescribe timelines and penalties with respect to compliance with this section.

83. 110.9.11. A board of county commissioners or municipal governing body may adopt an ordinance requiring that a condominium or cooperative association and any other owner that is subject to this section schedule or commence repairs for substantial structural deterioration within a specified timeframe after the local enforcement agency receives a phase two inspection report; however, such repairs must be commenced within 365 days after receiving such report. If an owner of the building fails to submit proof to the local enforcement agency that repairs have been scheduled or have commenced for substantial structural deterioration identified in a phase two inspection report within the required timeframe, the local enforcement agency must review and determine if the building is unsafe for human occupancy.

84. [A] 111.2 Certificate issued. After the building official inspects the building or structure and does not find violations of the provisions of this code or other laws that are enforced by the department of building safety, the building official shall issue a certificate of occupancy that contains the following:

- a. The building permit number.
- b. The address of the structure.
- c. The name and address of the owner or the owner's authorized agent.
- d. A description of that portion of the structure for which the certificate is issued.
- e. A statement that the described portion of the structure has been inspected for compliance with the requirements of this code for the occupancy and division of occupancy and the use for which the proposed occupancy is classified.
- f. For buildings and structures in flood hazard areas, a statement that documentation of the as-built lowest floor elevation has been provided and is retained in the records of the building official.
- g. The name of the building official.
- h. The edition of the code under which the permit was issued.
- i. The use and occupancy, in accordance with the provisions of Chapter 3.
- j. The type of construction as defined in Chapter 6.
- k. The design occupant load.
- l. If an automatic sprinkler system is provided, whether the sprinkler system is required.
- m. Any special stipulations and conditions of the building permit.

85.65.—113.1 General. In order to hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this code, the affected person or agency should consult Florida Statutes 553.775 and apply through the Building Officials Association of Florida, Inc. non-binding interpretations.

86.66.—113.2 Limitations on authority. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply or an equally good or better form of construction is proposed. The BOAF board shall have no authority to waive requirements of this code.

~~87.67.~~—113.3 Qualifications. The BOAF board of appeals shall consist of members who are qualified by experience and training to pass on matters pertaining to building construction and are not employees of the jurisdiction.

~~88.68.~~—114.1 Unlawful acts. It shall be unlawful for any person, firm or corporation to erect, construct, alter, extend, repair, move, remove, demolish or occupy any building, structure or equipment regulated by this code, or cause same to be done, in conflict with or in violation of any of the provisions of this code.

~~89.69.~~—114.2 Notice of violation. The building official is authorized to serve a notice of violation or order on the person responsible for the erection, construction, alteration, extension, repair, moving, removal, demolition or occupancy of a building or structure in violation of the provisions of this code, or in violation of a permit or certificate issued under the provisions of this code. Such order shall direct the discontinuance of the illegal action or condition and the abatement of the violation.

~~90.70.~~—114.3 Prosecution of violation. If the notice of violation is not complied with promptly, the building official is authorized to request the legal counsel of the jurisdiction to institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the building or structure in violation of the provisions of this code or of the order or direction made pursuant thereto.

~~91.71.~~—114.4 Violation penalties. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as prescribed by law.

~~92.72.~~—116.1 Conditions. Structures or existing equipment that are or hereafter become unsafe, insanitary or deficient because of inadequate means of egress facilities, inadequate light and ventilation, or which constitute a fire hazard, or are otherwise dangerous to human life or the public welfare, or that involve illegal or improper occupancy or inadequate maintenance, shall be deemed an unsafe condition. Unsafe structures shall be taken down and removed or made safe, as the building official deems necessary and as provided for in this section. A vacant structure that is not secured against entry shall be deemed unsafe.

~~93.73.~~—116.2 Record. The building official shall cause a report to be filed on an unsafe condition. The report shall state the occupancy of the structure and the nature of the unsafe condition.

~~94.74.~~—116.3 Notice. If an unsafe condition is found, the building official shall serve on the owner, agent or person in control of the structure, a written notice that describes the condition deemed unsafe and specifies the required repairs or improvements to be made to abate the unsafe condition, or that requires the unsafe structure to be demolished within a stipulated time. Such notice shall require the person thus notified to declare immediately to the building official acceptance or rejection of the terms of the order.

~~95.75.~~—116.4 Method of service. Such notice shall be deemed properly served if a copy thereof is (a) delivered to the owner personally; (b) sent by certified or registered mail



addressed to the owner at the last known address with the return receipt requested; or (c) delivered in any other manner as prescribed by local law. If the certified or registered letter is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice. Service of such notice in the foregoing manner upon the owner's agent or upon the person responsible for the structure shall constitute service of notice upon the owner.

~~96.76.~~—116.5 Restoration. Where the structure or equipment determined to be unsafe by the building official is restored to a safe condition, to the extent that repairs, alterations or additions are made or a change of occupancy occurs during the restoration of the structure, such repairs, alterations, additions and change of occupancy shall comply with the requirements of Section 105.2.2 and the Florida Building Code, Existing Building.

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#### **Sec. 7-20. – Permitting process.**

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(f) A master file may be established upon request for any "model" or prototype plan for a residential single-family or two-family building, accessory structures, and building components. The following shall apply to master files:

(1) One (1) copy of the plans submitted for master file should be submitted electronically with a valid and unlocked digital seal. Architect or Engineer must also submit a signed/sealed master file letter, stating that the master file plans can be copied and used as necessary by a named contractor until the next building code cycle. Master Plans for each model or accessory building shall be updated each time the adopted building codes are updated or as specified by the architect or engineer of record.

(2) Once the plans or drawings have been approved for master file, the building official or designee shall stamp each page. For subdivisions, apartment complexes, etc., eEach time the model, accessory building, or building component is submitted for a building permit, the contractor shall submit cut sheets showing the model, elevation, and any mastered options offered. The appropriate plans will be returned with the permit for construction. For other projects, the approved master filed plans will be returned to the customer, where they can submit them along with the regular documents required for a permit.

(3) No structural changes or modifications shall be made to master file plans without an approved revision. Deviations from the master file plans shall require the submittal and review of revised documents. If any contractor makes changes or modifications to master file plans, the building official or designee shall immediately terminate the contractor's use of the master file system.

(4) Paper and electronic applications to open a master file shall include the following when applicable:

a. One (1) set of engineered plans, which shall be dated, signed and sealed by an architect or engineer registered with the state in accordance to F.S. chs. 481 or 471, respectively. Each such set of plans shall contain a statement by the architect or engineer of record as follows: "This plan is for master file purposes only." The plans shall include the applicable information as specified by section 107 minimum plan review criteria for buildings of the Florida Building Code.

- b. One (1) set of pre-engineered truss drawings, which shall be dated, signed and sealed by an engineer registered with the state per F.S. Ch. 471. The truss drawings shall be designed and engineered for each specific model or accessory building.
- c. If the building plan may be reversed, a separate set of engineering plans and truss drawings shall be submitted for each orientation.
- d. Such additional information must be provided, as the building official may require, to ensure that the plans submitted for master file are complete, including but not limited to, electrical, mechanical, plumbing, window and door information. Energy calculations can be submitted to "worst case" criteria. Product Approval Sheet, gas risers, and other such items may be submitted if the builder so chooses.

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(m) When any permit application is submitted to the building division, the application and the applicant's credentials will be verified to ensure they are complete and accompanied by all required information and documentation. Once the application and the applicant's credentials have been verified, the application and all accompanying documents shall be stamped with the date and entered into the permit tracking system. The building division shall not accept any application from a person lacking the proper credentials, nor shall the division accept any application which is not complete or which omits any required information or documentation. If an application is found to be incomplete, the division shall contact the applicant promptly to obtain the missing information and documentation, or in its option the division may return the application to the applicant. Note: when submitting online, applicant is creating a "packet" with a four-digit packet number. The Building Division will only accept the packet and make it a permit with a ten-digit number when all required documentation is submitted. If this packet is returned to the applicant, then the permit itself has not been applied for yet. When submitting paper plans, the Permit Specialist will review applicant's package and if required information is not present, they will give applicant a list of what is required and return the package to them. Again, the permit itself is not applied for yet. Some permit types will owe part of the permit fees at this time, which must be paid before the permit can be accepted.

(n) Upon receiving a permit application and associated documents, processed and deemed complete, the relevant information shall be entered into the permit tracking system and be given a ten-digit permit number, then a copy of the plans, specifications, and comment sheet shall be distributed to other involved parties, depending on the type of improvement being proposed. In all cases, the building official shall be the responsible custodian for all permit documents, throughout the plans examining process.

(o) Each party receiving application documents from the building official shall review them for compliance with the applicable codes and regulations, then return them promptly to the building official, along with a properly completed comment sheet. The building official shall track the process of the review by the various interested parties in the permit tracking system, and assure that all distributed application documents and comment sheets are returned in a timely manner to expedite the application review process. Upon receiving all distributed documents back from the various interested parties, the building official shall determine if the permit may be issued based on the comments received, in accordance with the following criteria:

(1) If any of the returned comment sheets indicate a disapproval, the building official shall promptly inform the applicant of the reason(s) for the disapproval, and maintain an ongoing dialogue with the applicant to facilitate a resolution of the problem. However, if the comments are minor in nature and can easily be provided at a later date, Building Official may choose to issue the permit "with comments", and place an inspection hold until the applicant returns the corrected information as a revision. This allows the Builder to proceed without waiting for the resubmittal to be approved, saving time. If time is not of the essence, Builder has the right to submit the resubmittal before paying for the permit, thereby saving the revision fee.

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**Sec. 7-181. - Standard Swimming Pool Code adopted; exceptions; modifications.**

- (a) Adopted. The ~~2018~~2021 International Swimming Pool and Spa Code is hereby adopted by reference and is incorporated in this section as though set out in full herein, except as modified below:
- (b) Appeals. Chapter 7, sections 7-3, 7-4, and 7-5 of this Code shall govern all appeals in the City of Leesburg.
- (c) Fees: Section ~~1098~~2. "Schedule of Fees": Add Fee Schedule shown in section 7-182 below:
- (d) Modifications:
  - (1) Section 322, Ladders and Recessed Treads, is modified to include the following wording:

"Any notch or cutout step/shelf considered to be a swim out shall not substitute for a ladder or steps at the deep end, unless said swim out is at least 14 inches deep and 36 inches wide with some form of handhold or grasping device and the surface of said shelf is at least 12 inches below the pool water level".
  - (2) Chapter 1, Section ~~113~~4, Violations
    - a. [A] 113.4 Violation Penalties. Modify this section to read: "Any person, firm, corporation or agent who shall violate a provision of this Code, or fail to comply therewith, or with any of the requirements thereof, or who shall erect, construct, alter or demolish any pool structure, or has erected, constructed, altered, repaired or demolished a pool structure in violation of a detailed statement or drawing submitted and permitted thereunder, shall be guilty of a misdemeanor. Each such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this Code is committed or continued, and upon conviction of any such violation such person shall be punished within the limits and as provided by state law".
    - b. The building official may refer any violation of this Code to the Code Enforcement Board for such action as that board shall deem appropriate. In the alternative, the Building Official may seek injunctive relief.
    - c. In addition to the remedies set forth in subsection (b) above, the building official may refer persons who violate any provision of this Code for prosecution as provided in Section 114 of the Standard Building Code. The remedies provided in the Standard Building Code and in this Code

shall be considered cumulative to one another and not exclusive of one another, and referral of any violation for criminal prosecution as provided in Section 114 of the Standard Building Code shall not preclude enforcement of this Code by any civil means as provided in subsection b. above.

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#### **Sec. 7-183. - Setbacks, safety barriers.**

(a) Swimming pool setbacks shall be subject to the same zoning rules applied to accessory structures and shall be permitted as governed by zoning regulations set out in other sections of this Code of Ordinances except as modified in (c) [subsections (b) and (c)] below; however, in the ground pools, under any circumstances, shall not be constructed closer than five (5) feet horizontally from any building or structural foundation without appropriate engineered field support of the building foundation and engineered increased strength of the pool walls. A further restriction shall apply to any in the ground pools greater in depth than five (5) feet as follows: the set back from the water's edge of the pool to the building or structural foundation shall be at least the minimum of the planned depth of the pool below ground level i.e.: the planned pool bottom is eight (8) feet deep; therefore, the setback required is eight (8) feet (without appropriate engineered field support of the building foundation and engineered increased strength of the pool walls).

(b) A permanent screen enclosure with code specified door latches shall be judged to be an acceptable barrier under this article and a screen enclosure or some other form of acceptable barrier as defined in Chapter 2, "definitions" shall be erected to protect the swimming pool and restrict access by unauthorized persons or unsupervised children in compliance with the swimming pool code adopted in this section. A screen enclosure shall not be considered an accessory structure for the purpose of lot coverage and/or setbacks, whether attached to the principal residence or structure or detached; however, the swimming pool front yard setback shall be thirty (30) feet and for corner lots the additional swimming pool front set back line shall be fifteen (15) feet.

(c) No swimming pool shall be given a final inspection approval for use unless the required permanent safety barrier capable of restricting access is in place to safe guard the pool and said safety barrier has been properly permitted for construction and inspected. It shall be the continued responsibility of the owner(s) and/or occupant of the premises where the pool is located to maintain the safety barrier and any associated gates in a proper, safe and useful condition at all times. A safety barrier, either temporary or permanent, must be in place at all unsupervised time periods during the excavation and construction phase of the pool as the pool may constitute a safety hazard to children and the general public at that time.

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**Section 3. Text Amendment.** Chapter 10, Article II, of the City of Leesburg Code of Ordinances is hereby amended to read as follows:

#### **Article II, Chapter 10 - FIRE PROTECTION AND PREVENTION**

##### **Sec. 10-1. - Fire Prevention Code adopted.**

The 2023~~0~~ Florida Fire Prevention Code is hereby adopted by reference and incorporated into this section as though set out in full. Appeals from the application or interpretation of this code by the building official or other city staff, and requests for variances, shall be presented to the board of adjustments and appeals utilizing the procedures in sections 7-3, 7-4 and 7-5 of this Code.

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**Section 4. Severability and Conflicts.** The provisions of this ordinance are severable, and it is the intention of the City Commission of the City of Leesburg, Florida, to confer the whole or any part of the powers herein provided. If any court of competent jurisdiction shall hold any of the provisions of this ordinance unconstitutional, the decision of such court shall not impair any remaining provisions of this ordinance.

**Section 5. Effective Date.** This Ordinance shall take effect immediately after its final adoption by the City of Leesburg Commission.

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2024 by the City Commission of the City of Leesburg, Florida.

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James A. Burry, Jr., Mayor

ATTEST:

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J. Andi Purvis, City Clerk

Approved as to form:

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William Grant Watson, City Attorney



# City of Leesburg Lake Front City

## Agenda Memorandum

**Item No:** 9.A.

**Meeting Date:** December 18, 2023

**From:** Al Minner, (City Manager)

**Subject:** School Zone Camera Update

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### Staff Recommendation:

Information Item - Seeking Direction

### Analysis:

A few meetings ago, the Commission directed staff to move forward with school zone cameras. Staff recommended the use of a private company that would install and manage the monitoring and ticketing of speeding offenders. The process would entail an RFP to solicit qualified vendors, but it would also require approval from the County to install monitoring devices in school zones that affected County/State ROW.

Leesburg schools are in these respective jurisdictions, so half of the schools, and the ones in which are on the busiest roads, will require outside jurisdictional approval:

LHS – FDOT  
Carver Middle – County  
Oak Park Middle - County  
Leesburg Elementary – County  
Beverly Shores Elementary – Leesburg  
Rimes early Learning & Literacy - Leesburg  
First Academy – Leesburg  
Montessori School - Leesburg

At a recent Board of County Commissioners Meeting (BOCC), the Lake BOCC denied the City of Eustis (3-2 vote) the permission to install such devices, as the City of Eustis is going through a similar process.

In this denial, the City of Eustis is now going to seek to install the camera on private property. I expect this to be a difficult course.

With the above information in mind, Chief and I are of the opinion that Leesburg will be similarly denied and the concept should be tabled awaiting the outcome of the City of Eustis' efforts.

### Procurement Analysis:

**Options:**

**Fiscal Impact:**

# City of Leesburg Lake Front City

## Agenda Memorandum

**Item No:** 9.B.

**Meeting Date:** December 18, 2023

**From:** Al Minner, (City Manager)

**Subject:** Pine Street Utilities Recommendation

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### Staff Recommendation:

Seeking approval to assist businesses on Pine Street during renovation project.

### Analysis:

The Pine Street Renovation project is now in full motion. As a result, the street has been closed, and business have been contacting our office with complaints about access during construction. In response, Public Works has communicated our efforts regarding construction plans and has provided business access to the properties from the rear of their locations. However, business complaints have not subsided.

To further elevate problems staff has or is in the process of the following:

Installing better direction signs to the rear parking area  
Installing temporary lighting  
Providing better walking access from the rear parking lot to Pine Street sidewalks.

I think, however, the City should provide some utility relief, but that will require your approval.

The concept would be to:

1. Waive Solid Waste fees during construction (December - April). This is reasonable because the dumpster location has been moved to allow for construction and the current dumpster location is difficult to access and the business, construction works and community now disposes trash in a common dumper paid for by one business. This is a condition caused by the City and no-charge service during construction is reasonable accommodation considering the inconvenience.
2. Allow for no penalties, no payment, and no disconnection of utility service during construction. Utility customers argue business is slow because of City construction. Therefore, a "stay" of utility payments may offer some financial relief for business during construction. This is not a waiver of utilities, but an abeyance and a payment plan for missed payments would be added after construction is complete. The following addresses are affected business.

- 305 Pine ST – Cotton's Kitchen, Athia

- 307 Pine ST – Kingdom Guardian Security Services
- 311 Pine ST – Mon Bonheur Body Contouring, Takiya Niblack
- 313 Pine ST – Janenetta’s Hats & Tea Room, Janenetta Anderson
- 317 Pine ST – MAA’DE Candle Store, Tiffany Poiter
- 323 Pine ST – Pine ST Lounge
- 327 Pine ST – Vacant?

**Procurement Analysis:**

**Options:**

**Fiscal Impact:**