

**AGENDA
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, JULY 22, 2024 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. Text My Government by Sonja Shaffer, Helpdesk Manager

4. PUBLIC COMMENTS:

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

5. CONSENT AGENDA:

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

A. CITY COMMISSION MEETING MINUTES:

1. Regular meeting held July 8, 2024

B. PURCHASING ITEMS:

1. None

C. RESOLUTIONS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Leesburg Fire Department to apply for and accept, and purchase, if awarded, a grant from the Florida State Fire Marshal's Office for the purchase of two (2) 30 lb Washer-Extractor designed to clean personal protective equipment to meet NFPA 1851 requirements; and providing an effective date.**
- 2. Resolution of the City Commission of the City of Leesburg, Florida, amending and restating the provisions of Resolution Number 10,619 adopted on April 13, 2020; amending approval authority for Formal Bids in General and Proprietary Funds to be consistent with the current Purchasing approval thresholds, and correcting contradictions and cleaning up language in the Purchasing Policy; and providing an effective date.**
- 3. Resolution of the City Commission of the City of Leesburg, Florida, amending the Fiscal Year 2023-24 Budget for the General, Electric and Gas Tax Funds for the Third Quarter; and providing an effective date.**
- 4. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Agreement to Terminate Gas Transportation Agreement between the City of Leesburg, Florida and Cutrale Citrus Juices, USA, Inc.; and providing an effective date.**
- 5. Resolution of the City Commission of the City of Leesburg, Florida, ratifying the Collective Bargaining Agreement with the Professional Firefighters of Leesburg Local 2957, IAFF, AFL-CFO-CLC; and providing an effective date.**
- 6. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute Public Transportation Grant Agreement FM No. 454901-1-94-01, between the City of Leesburg and the State of Florida Department of Transportation, for the purpose of Airfield Remarketing of RW 04/22 and associated Taxiways, and Construction Administration services, at the Leesburg International Airport; and providing an effective date.**
- 7. Resolution of the City Commission of the City of Leesburg, Florida authorizing the City Manager and City Clerk to terminate an Agreement for Pre-Construction Service between the City of Leesburg, Florida and ALLSTATE CONSTRUCTION, INC. and authorizing the City Manager to compensate the contractor up to \$50,000 for services rendered; and**

providing an effective date.

8. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Post-Closing Occupancy Modification and Extension Agreement between the City of Leesburg and Dance Dynamix, LLC; and providing an effective date.**

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

A. **SECOND READING OF ORDINANCES**

1. **An Ordinance of the City of Leesburg, Florida, amending the boundary lines of the Village Community Development District No. 14, pursuant to chapter 190, Florida Statutes; and providing an effective date. (Villages CDD 14 Amendment)**
2. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 1.93 +/- acres; and being generally located southwest of Montclair Road and west of Thomas Avenue, lying in Section 21, Township 19 South, Range 24 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 2; and providing an effective date (Thomas-Montclair Industrial Flex ANNX).**
3. **An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 2.33 +/- acres from Lake County Urban High Density and City of Leesburg Low Density Residential, to City of Leesburg Industrial, for a property generally located southwest of Montclair Road and west of Thomas Avenue, lying in Section 21, Township 19 South, Range 24 East, Lake County, Florida, and providing an effective date. (Thomas-Montclair Industrial Flex SSCP)**
4. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 2.33 +/- acres from Lake County R-6 (Urban Residential) and City of Leesburg R-1 (Low Density Residential) to City of Leesburg SPUD (Small Planned Unit Development) to allow for 19,884 +/- square feet of indoor industrial flex space for a property generally located southwest of Montclair Road and west of Thomas Avenue, lying in Section 21, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Thomas-Montclair Industrial Flex SPUD)**

5. **An Ordinance of the City of Leesburg, Florida, changing the zoning of approximately 37.7 +/- acres from PUD (Planned Unit Development) and C-3 (Highway Commercial) to PUD (Planned Unit Development), for a property generally located north of County Road 48 and west of U.S. Highway 27, as legally described in Section 14, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (CR 48 Brightleaf Residential PUD)**
6. **An Ordinance of the City of Leesburg, Florida, establishing the Grace Key Groves Community Development District pursuant to Chapter 190, Florida Statutes; providing for authority and power of the district; providing for the Board of Supervisors of the District; providing for the District budget; providing for functions of the district; providing for miscellaneous provisions; and providing an effective date. (Grace Key Groves CDD)**
7. **An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 2.4 +/- acres from General Commercial to Low Density Residential, for a property generally located north of Hill Street and east of Penn Street, lying in Section 22, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Penn Street Habitat SSCP)**
8. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 2.4 +/- acres from C-3 (Highway Commercial) to City of Leesburg SPUD (Small Planned Unit Development) to allow for 8 single-family residences on a property generally located north of Hill Street and east of Penn Street, lying in Section 22, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Penn Street Habitat SPUD)**
9. **An Ordinance of the City of Leesburg, Florida enacting Article VII - "School Zone Speed Enforcement," Chapter 21 of the City's Code of Ordinances; providing for purpose, intent and definitions; establishing a School Zone Speed Enforcement program and authorizing the use of speed detection systems within the City; providing for program implementation requirements and designation of school zones; providing for enforcement and administrative procedures; providing for severability; providing for conflicts; providing for codification; and providing an effective date.**

B. FIRST READING OF ORDINANCES

1. **An Ordinance of the City of Leesburg, Florida, consenting to the inclusion of the City of Leesburg, Florida, within the Countywide Municipal Service Taxing Unit for the provision of Ambulance and Emergency Medical**

Services, as adopted by the Board of County Commissioners of Lake County, Florida; providing for the City to be included within said M.S.T.U. for a specific term of years; providing for conflicts; and providing an effective date.

C. NON-ROUTINE ITEMS

- 1. Resolution of the City Commission of the City of Leesburg, Florida, designating the City Code Enforcement Board as the Local Hearing Officer pursuant to Chapter 2023-174, Laws of Florida; appointing existing staff to serve as the Clerk to the City's Local Hearing Officer pursuant to Chapter 2023-174, Laws of Florida; authorizing the approval of a Photo Enforcement Services Agreement between the City of Leesburg and Altumint, Inc.; and providing an effective date.**

7. INFORMATIONAL REPORTS:

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

A. Financial Reports as of May 2024

8. CITY ATTORNEY ITEMS:

9. CITY MANAGER ITEMS:

10. ROLL CALL:

11. ADJOURN:

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

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

**AGENDA MINUTES
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, JULY 8, 2024 5:30 PM**

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting on Monday, July 8, 2024, at Leesburg City Hall. Mayor Burry called the meeting to order at 5:30 p.m. with the following members present:

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

Also present, were City Manager (CM) Al Minner, City Clerk (CC) J. Andi Purvis, City Attorney (CA) Grant Watson, Deputy City Clerk (DCC) Anna Rottermond, the news media, and others.

INVOCATION

Mayor Burry gave the invocation followed by the Pledge of Allegiance to the Flag of the United States of America.

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

2. PROCLAMATIONS:

A. None

3. PRESENTATIONS:

A. None

4. PUBLIC COMMENTS:

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

There were no public comments offered.

5. CONSENT AGENDA:

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

Commissioner Reisman moved to adopt the Consent Agenda as presented, and Commissioner Pederson seconded the motion.

The roll call vote was:

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

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

A. CITY COMMISSION MEETING MINUTES:

- 1. Regular meeting held June 10, 2024**
- 2. Regular meeting held June 24, 2024**

B. PURCHASING ITEMS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Professional Services Agreement with GAI Consultants, Inc. to provide professional services on a continuing basis for the City's Downtown Improvement project; and providing an effective date.**

ADOPTED RESOLUTION 11,840

C. RESOLUTIONS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute an agreement to accept a TDC grant between Lake County, Florida, and the City of Leesburg; and providing an effective date.**

ADOPTED RESOLUTION 11,841

2. **Resolution of the City Commission of the City of Leesburg, Florida authorizing two projects proposed by the National Society Daughters of the American Revolution, Mary Ellen Robertson Chapter, in recognition of the 250th anniversary of the United States of America; and providing an effective date.**

ADOPTED RESOLUTION 11,842

3. **Resolution of the City Commission of the City of Leesburg, Florida, executing and submitting the Certification of Taxable Value for Fiscal Year 2024-25 to the Lake County Property Appraiser; and providing an effective date.**

ADOPTED RESOLUTION 11,843

4. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a Temporary Utility Easement to the City of Leesburg from the School Board of Lake County, for the purpose of granting the City a Temporary Easement over property described therein; and providing an effective date.**

ADOPTED RESOLUTION 11,844

5. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from Lake County Holdings, LLC, for the purpose of granting the City an Easement over the property described therein; and providing an effective date.**

ADOPTED RESOLUTION 11,845

6. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement affecting the property described therein from Lazy Oaks Resort, LLC, joined by Lakeview North, LLC; and providing an effective date.**

ADOPTED RESOLUTION 11,846

7. **Resolution of the City Commission of the City of Leesburg, Florida, accepting an Easement for a public trail and utilities to the City of**

Leesburg from Beacon College, Inc., for the purpose of granting the City an Easement over the property described therein; and providing an effective date.

ADOPTED RESOLUTION 11,847

- 8. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Gas Service Agreement between the City of Leesburg and Hanover Land Company, LLC, for the purpose of setting forth the terms under which the city will provide natural gas service to the development known as Lakewood Reserve Phase 1, 2, and 3; and providing an effective date**

ADOPTED RESOLUTION 11,848

- 9. Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from The District Board of Trustees of Lake-Sumter State College for the purpose of granting the City an Easement over the property described therein; and providing an effective date.**

ADOPTED RESOLUTION 11,849

- 10. Resolution of the City Commission of the City of Leesburg, Florida terminating an Electric Service Agreement between A.A. Moukhtara Co. and the City of Leesburg, Florida; terminating associated Letter of Credit; and providing an effective date. (Tara Oaks Phase 1 SW)**

ADOPTED RESOLUTION 11,850

- 11. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Modification of Fiscal Year 2023-24 Budget by adding three (3) entry level Firefighter positions; and providing an effective date.**

ADOPTED RESOLUTION 11,851

6. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:

A. SECOND READING OF ORDINANCES

1. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 0.434 +/- acres; and being generally located south of Griffin Road and east of County Road 468, lying in Section 21, Township 19 South, Range 24 East, Lake County, Florida; Providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 5; and providing an effective date. (Griffin Road Salon ANNX)**

ADOPTED ORDINANCE 24-36

Mayor Burry asked the city attorney to swear in anyone wishing to provide testimony. **CA Watson** asked for anyone in attendance who wished to provide testimony on any item under 6A or 6B of the agenda to stand. He swore them all in.

Commissioner Reisman introduced ordinances 6.A.1, 6.A.2, and 6.A.3 to be read by title only. CC Purvis read the ordinances by title only.

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

Mayor Burry requested comments from the Commission and the audience.

Deputy Planning and Zoning Director (DPZD) Harper stated this property was located south of Griffin Road and east of Thomas Avenue. It is on the southeast corner, and it consists of 0.434 acres. The applicant wants to bring this piece of property into the city for a beauty shop. The applicant was unable to be in attendance due to a medical concern. The applicant has asked that personal services be added to the area for a spa/salon. City staff added several other permitted uses, such as daycare, medical offices, general office, home health care, etc. This will enable the applicant to use the property now and create value for future sale and redevelopment of the property. It will not require a buyer to come back to the commission for new zoning. City staff anticipate that over time and with future development, this corner will become a commercial node. To the north, the SPUD zoning is for offices and mini-warehouses. That was approved about two or three years ago, but they have not moved forward with development. Again, Lushonda Bernard, the petitioner, was not in attendance due to a medical condition. **Mayor Burry** asked if there were any other questions or comments from the commission and the public. There were none.

The roll call vote was:

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

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

2. **An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 0.434 +/- acres from Lake County Urban High Density to City of Leesburg General Commercial, for a property generally located south of Griffin Road and east of County Road 468, lying in Section 21, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Griffin Road Salon SSCP)**

ADOPTED ORDINANCE 24-37

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

The roll call vote was:

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

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

3. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 0.434 +/- acres from Lake County RP (Residential Professional) to City of Leesburg SPUD (Small Planned Unit Development) to allow for a salon use for a property generally located south of Griffin Road and east of County Road 468, lying in Section 21, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Griffin Road Salon SPUD)**

ADOPTED ORDINANCE 24-38

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

The roll call vote was:

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

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

4. **An Ordinance of the City of Leesburg, Florida, adding a PDO (Planned Development Overlay), with a waiver from Section 25-282 (a) (1) PDO five-acre minimum, to the existing R-2 (Medium Density Residential) zoning, on approximately 0.70 +/- acres to allow for an office use for a property**

generally located east of North 13th Street and south of Webster Street, lying in Section 24, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Webster Street Office PDO)

ADOPTED ORDINANCE 24-43

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

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

Mayor Burry requested comments from the Commission and the audience.

DPZD Harper stated this request was for a planned development overlay in R-2 zoning, which is a medium density residential zoning district. The applicant wishes to add office space and similar uses to the underlying 2 zoning. It is generally located east of North 13th Street and south of Webster Street. It is just north of the trail on 13th Street and across from the old bread store. It is .75 acres and the property is currently undeveloped. This proposal will add uses to the property that include offices which are consistent and appropriate with the overall development in the area. It will not create a negative impact on the surrounding properties. M. Meredith Kirste of Kirste Law was in attendance if there were any questions. **Commissioner Pederson** wanted to know why they did not just ask to change the zoning to commercial. **DPZD Harper** stated M. Meredith Kirste could answer that question, because that conversation happened between the applicant and the planning and zoning director.

M. Meredith Kirste of 7928 US Highway 441, Suite 3, Leesburg stated she was there on behalf of her client, William Polk, who owns the property. Back when they started this process, they were trying to decide whether to include offices and residential use. The planning and zoning director recommended this route, but the applicant is leaning towards an office building. **Commissioner Pederson** wanted to confirm that this would provide him with the flexibility to do either. **Ms. Kirste** agreed. **Commissioner Berry** asked how many offices there would be. **Ms. Kirste** answered there would be one office. **Mayor Burry** asked if there were any other comments or questions from the commission and the audience. There were none.

The roll call vote was:

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

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

B. FIRST READING OF ORDINANCES

- 1. 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 2.4 +/- acres from General Commercial to Low Density Residential, for a property generally located**

north of Hill Street and east of Penn Street, lying in Section 22, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Penn Street Habitat SSCP)

Commissioner Reisman introduced the ordinances 6.B.1 and 6.B.2 to be read by title only. CC Purvis read the ordinances by title only.

Mayor Burry requested comments from the Commission and the audience.

DPZD Harper stated the petitioner for this application, Danielle Stroud, was in attendance. This is a unique little neighborhood that will be constructed by Habitat for Humanity. The neighborhood will consist of eight homes on approximately 2.4 acres. It is generally located north of Hill Street and east of Penn Street. The future land use designation would go from general commercial to low density residential. The zoning will go from City of Leesburg C-3 to City of Leesburg small planned unit development (SPUD). This would be an infill project and the lots would be sixty feet wide. The project consists of 2.4 acres, so it would be .3 dwelling units per acre. They included the prohibition of St. Augustine grass. They want drought-tolerant grass. The project must be on city water and waste water. There will be no wells or septic systems allowed on the property. This is a standard PUD which includes all the normal requirements such as dark sky lighting, thirty-five percent of open space, two floors are the maximum height and there must be two trees in each yard. **Commissioner Reisman** wanted to make sure this was a project partnership between Habitat for Humanity and the high school.

Danielle Stroud of Habitat for Humanity of Lake-Sumter stated that was correct. **Commissioner Reisman** wanted to verify that Leesburg High School students would build the homes. **Ms. Stroud** answered yes. **Mayor Burry** pointed out that this property was donated to Habitat a couple of years ago. **Commissioner Reisman** said that was done at one of the first meetings after he started on the commission. **Mayor Burry** commented that considering this was for eight units, what is the building schedule for this? Will there be one house per year, which is the way we have been doing it? Will this provide eight years' worth of work for the high school? **Ms. Stroud** responded that the school would like to do more, but ideally, she would like to see them build two houses per year. They could not do all eight in one year because of infrastructure development. They will not begin working on this project until the next school year. There is a lot that faces Penn Street, and she has been working with the planning and zoning director to see if they can get that plotting done. That would be the first lot they build a house on, but they have to go through infrastructure first. **Mayor Burry** commented that the cooperation between Habitat for Humanity and the high school has been phenomenal. He wanted to know if there were any current projects other than this one that the high school is working on this year? **Ms. Stroud** responded that the high school does have a project this year; however, it is not located in the City of Leesburg. It is close, but it is located in Coleman. At this point, they did not have anything ready to build in Leesburg. There are a few other properties she is working with the housing director on, but none of them are in the name of Habitat. The city attorney is currently working on them, but there were issues. Right now, they have a project, but it is in Coleman. She is working on a potential second home in Leesburg and, hopefully, that will be ready for the next school year. **Mayor Burry** wanted to verify that when these properties are ready they will be used for the high school. **Ms. Stroud** replied yes, they would be used for the Leesburg High School Construction Academy. **Commissioner Berry** asked if the families were determined prior to the house being built or does that happen after the house is built? **Ms. Stroud** responded that they do try to find the family before the beginning of the school year, and it is done prior to construction breaking ground. That way, the family has time to do sweat equity, and they also get to meet the students and vice versa. By the end of the school year, they will dedicate the home. It is typically done in May for each household. The families are selected on a rolling basis. It all depends on the construction and time frame. **Commissioner Berry** wanted to confirm that there would be two

houses per year. **Ms. Stroud** said that would be most realistic. **Mayor Burry** stated this was a great project. He asked if there were any further questions or comments from the commission and the audience. There were none. He stated this item would lay over.

2. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 2.4 +/- acres from C-3 (Highway Commercial) to City of Leesburg SPUD (Small Planned Unit Development) to allow for 8 single-family residences on a property generally located north of Hill Street and east of Penn Street, lying in Section 22, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Penn Street Habitat SPUD)**
3. **An Ordinance of the City of Leesburg, Florida enacting Article VII - "School Zone Speed Enforcement," Chapter 21 of the City's Code of Ordinances; providing for purpose, intent and definitions; establishing a School Zone Speed Enforcement program and authorizing the use of speed detection systems within the City; providing for program implementation requirements and designation of school zones; providing for enforcement and administrative procedures; providing for severability; providing for conflicts; providing for codification; and providing an effective date.**

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

Mayor Burry said it was his understanding that this program would only operate during school hours. **CM Minner** agreed. **Commissioner Reisman** clarified that it would operate between thirty minutes prior to the school day starting, and thirty minutes after the school day ends. **Mayor Burry** explained that this program tags the registered owner of the license plate. That owner may not be the one speeding, but ultimately, they will have to pay the fine or rat out the person who was speeding in their vehicle. **CA Watson** explained that there is an affidavit process for the registered owner of the vehicle. They would have to send in that affidavit swearing they were not the individual driving the car. They would state they lent their vehicle to someone else, which in turn rats out who the individual was. It allows the registered owner to challenge the process. **Commissioner Berry** wanted to verify that this would be done through digital cameras. **Mayor Burry** agreed. They would receive a ticket through the mail.

Commissioner Reisman pointed out that a sworn officer would review each ticket. **Mayor Burry** said when this was first introduced he remembers there being a problem. **CA Watson** responded it was with the cameras and having them installed on county roads. The City of Eustis looked into this right before we started too. They asked the county for permission to install them on their roadways, but they were not successful. In the end, that slowed our process down a bit. **Mayor Burry** asked, in our case, are any of our schools located on county roads? **CM Minner** answered the city will not hook cameras up to schools located on any county road. **Commissioner Reisman** added the cameras would only be installed on city poles. There will only be signs located on the county rights of way. **Commissioner Pederson** said he remembered this coming before them. He wanted to know if Leesburg was the only city doing this or if it was countywide? **Commissioner Reisman** pointed out that Eustis is doing it and there are a couple other municipalities looking into it. **Commissioner Berry** wanted to know how Eustis has benefited from this program as far as revenue. Has anyone received an update or a report from them? **Commissioner Reisman** said he knows there has been a decline in speeding since the cameras were installed, but they still have speeding issues. **Commissioner Berry** questioned if they believed this program to be successful? **CM Minner** replied that it is yet to be determined. **Commissioner Reisman** stated they are

looking to have this implemented prior to the beginning of the school year. There will be a thirty-day grace/warning period and then the implementation of the \$100 fine goes into effect. **Commissioner Pederson** inquired if there would be signs informing people about this program. **Commissioner Reisman** responded there would be multiple signs in both directions, but remember some school zones will only have right of way signage. There will be no cameras. **Mayor Burry** asked if there were any other questions or comments from the commission and the audience. There were none. He stated this item would lay over.

C. NON-ROUTINE ITEMS

1. Selection of Voting Delegate for Florida League of Cities 2024 Conference

Commissioner Reisman introduced item C.6.1 to be read by title only. CC Purvis read the item by title only.

Commissioner Reisman made a motion to nominate Commissioner Berry as the voting delegate for the Florida League of Cities 2024 Conference and Commission Pederson seconded the motion.

Commissioner Reisman wanted to confirm that Commissioner Berry would be attending the conference. **Commissioner Berry** replied yes, but this was her first time. She thought she was going to learn how it works. She did not know she would be going as the delegate. **CM Minner** stated they all have confidence in her and being the delegate is relatively easy. She will receive a sticker/information that says she is a voting delegate. When they hold the business meeting at the end of the conference, she will provide a vote. **Commissioner Berry** asked if any other commissioners planned to attend the conference. **Mayor Burry** and **Commissioner Reisman** said they would not be attending. **Mayor Burry** continued to say they all have faith in her.

The roll call vote was:

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

Five yeas, no nays, the Commission approved the motion.

2. Resolution of the City Commission of the City of Leesburg, Florida appointing a member to the General Employees Retirement Board of Trustees; and providing an effective date.

ADOPTED RESOLUTION 11,852

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

Commissioner Reisman made a motion to adopt the resolution and appoint Alfred C. Haliday Jr. to the General Employees Retirement Board of Trustees and Commissioner Pederson seconded the motion.

Mayor Burry requested comments from the Commission and the audience. There were none. He said he was thankful that Alfred Halilday was willing to do this. He is a good guy, and he is good for Leesburg.

The roll call vote was:

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

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

7. INFORMATIONAL REPORTS:

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

A. None

8. CITY ATTORNEY ITEMS:

CA Watson had no items to discuss.

9. CITY MANAGER ITEMS:

CM Minner stated he had one item. With all the press releases and posting they have done on the website, this one has been the most responded to press release. In short, one of our librarians, Robert Voyles, will be featured on Jeopardy. It has already been filmed, and it will air on Thursday, July 11th. He asked that everyone tune in to watch one of our employees play the game. **Mayor Burry** added it was great news.

10. ROLL CALL:

Commissioner Berry said at the commission meeting of May 13th she made a motion to hold a special meeting to discuss relationships moving forward as a team where the special agenda information would be provided in detail in the future and Commissioner Reisman seconded that motion. Since then, she has had time to consider the outcome of that special meeting, and she believed that was not the proper way for them to do that. She would like to rescind that motion. **Mayor Burry** wanted to verify when that meeting was to be held. **Commissioner Berry** said it was scheduled for Monday, July 15th.

Commissioner Berry made a motion to rescind the motion she made at the May 13th City Commission meeting regarding an open meeting to discuss how they would move forward as a team, and Commissioner Pederson seconded the motion.

The roll call vote was:

Commissioner Connell	Yes
Commissioner Reisman	Yes
Commissioner Pederson	Yes

Commissioner Berry
Mayor Burry

Yes
Yes

Five years, no nays, the Commission approved the motion.

Commissioner Connell said about a year ago he remembered some discussion about notifications for when there are power outages. He wondered if that had been put into place. **CM Minner** replied partially. **Director of Electric (DE) Chase** said they do it partially through the order management system (OMS) and an interactive voice response (IVR) system. **CM Minner** continued to say the IVR is the internal phone system. Essentially, we can notify people and we have been doing that. We notify people when the power is out, and we notify them when we are trying to get it back on. That is where the system is at now. If we wanted to get more in-depth, give more data and more details, we would be talking about a high-price range item. **DE Chase** stated when a customer calls in that is the initiation. They can provide feedback during the duration of the outage and give an estimated time for restoration. They give the status and the time for when they are on route. However, they have to initiate the request. The proactive outbound portion can come later. They do not have the system configuration that allows for that right now. They are looking at updating/upgrading that, but it is costly. It will take more time than anticipated, but they are about halfway there. They can provide a lot more information than before. They can now provide the status, give updates, and the estimated time of restoration (ETR). However, they have to initiate the call. The outbound proactive piece would state that we are aware of the outage, and it would blast a bunch of messages. That is the piece they are still wrestling with. There needs to be some investment in the infrastructure beforehand to allow for that. **CM Minner** added that step will cost somewhere well within a six-figure range. So, until we see some cash levels and some priorities change in the electric fund, that will need to be a tertiary goal. **Commissioner Reisman** said he knows there are other municipalities around here, Tavares and Eustis, that have some type of software. He was not sure about the costs, but it was something he had discussed with the city manager prior to him being on the commission. **CM Minner** pointed out that he could reach out to those cities, but they are not electric cities. Those cities are covered by Duke, so they will have a system more like Commissioner Connell has in South Leesburg. **Commissioner Reisman** mentioned with the water main break that happened in South Leesburg, it would have been good to have this software. **Commissioner Connell** stated that was the reason he brought it up because there was a forty-eight-hour boil water notice and there was no way of notifying everyone who was affected by it. They need to be aware that they should be boiling the water before consuming it. **CM Minner** pointed out that everyone who was affected by the boil water notice had been notified. **Commissioner Connell** wanted to know by whom. **CM Minner** answered the city. **Commissioner Connell** said he was not notified. **CM Minner** mentioned that he was not a part of that water boil notice, because he does not live in Highland Lakes. **Commissioner Connell** said the boil water notice also affected Arlington, Legacy, and Windsong. That is what the notification said that he received. **CM Minner** stated he would speak with the Director of Public Works about that, because it was his understanding that it only affected Highland Lakes. **Commissioner Connell** remarked that it did not say that in the notification that was forwarded to him. It included three other subdivisions. **CM Minner** asked who he received the notice from. **Commissioner Connell** replied it was sent via the homeowners' association for Arlington. **CM Minner** pointed out that the city must have notified them. **Commissioner Connell** said he understood that it was on Facebook, but if someone is not on Facebook they will not have any knowledge. **CM Minner** said they posted it on Facebook and the city website. **Commissioner Connell** said there could be people in South Leesburg not aware of the 48-hour boil water notice.

Commissioner Reisman said it rained, but he still had a good time. He thanked the special events division, city staff and everyone else who worked to make the 4th of July event a success. The fireworks went off. They went off a few minutes early, and that was okay because it was raining.

Commissioner Pederson had no comment.

Mayor Burry reminded everyone about the budget workshop scheduled for tomorrow at 5:30 p.m.

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.

With a motion by Commissioner Reisman and a second by Commissioner Pederson, the meeting adjourned at 6:02 p.m.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.1.

Meeting Date: July 22, 2024

From: Joseph Mera, (Fire Chief)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Leesburg Fire Department to apply for and accept, and purchase, if awarded, a grant from the Florida State Fire Marshal's Office for the purchase of two (2) 30 lb Washer-Extractor designed to clean personal protective equipment to meet NFPA 1851 requirements; and providing an effective date.

Staff Recommendation:

Staff recommends applying and, if awarded, acceptance of the Florida State Fire Marshal's Office grant and authorizing purchase of two (2) 30lb Washer-Extractor designed to clean personal protective equipment to meet NFPA 1851 requirements for a total cost not to exceed \$19,040. This is a 75% / 25% matching grant from the Florida State Fire Marshal's Office with a cost breakdown as follows: the State's portion of the grant is \$14,280 and the COL portion is \$4,760.

Analysis:

The purpose of this grant project is to purchase two (2) 30 lb Washer-Extractor designed to clean personal protective equipment to meet NFPA 1851 requirements. These washers are used to wash/decontaminate firefighting personal protective clothing.

Procurement Analysis:

N/A

Options:

1. Approve the application and acceptance of the Florida State Fire Marshal's Office grant and authorize purchase of two (2) 30 lb Washer-Extractor designed to clean personal protective equipment to meet NFPA 1851 requirements; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The total cost of the two (2) 30 lb Washer-Extractor designed to clean personal protective equipment to meet NFPA 1851 requirements is no greater than \$19,040. This is a 75% / 25% matching grant from the Florida State Fire Marshal's Office with a cost breakdown as follows: the state portion of the grant is \$14,280 (75%) and the COL portion is \$4,760 (25%) which is available in the current budget. If

awarded, a budget adjustment will be necessary to add these funds to the current budget.

Account No. 001-0000-334-2200

Project No. FDMAR5

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE LEESBURG FIRE DEPARTMENT TO APPLY
FOR AND ACCEPT, AND PURCHASE, IF AWARDED, A GRANT FROM THE
FLORIDA STATE FIRE MARSHAL'S OFFICE FOR THE PURCHASE OF
TWO (2) 30 LB WASHER-EXTRACTOR DESIGNED TO CLEAN PERSONAL
PROTECTIVE EQUIPMENT TO MEET NFPA 1851 REQUIREMENTS; 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 Florida State Fire Marshall, whose address is 11655 NW Gainesville Road, Ocala, Florida 34482, for the purchase of two (2) Washer/Extractors.

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 22nd day of July 2024.

Mayor

ATTEST:

City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.2.

Meeting Date: July 22, 2024

From: Robert Hicks, (Deputy City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, amending and restating the provisions of Resolution Number 10,619 adopted on April 13, 2020; amending approval authority for Formal Bids in General and Proprietary Funds to be consistent with the current Purchasing approval thresholds, and correcting contradictions and cleaning up language in the Purchasing Policy; and providing an effective date.

Staff Recommendation:

Staff recommends approving the resolutions that will:

- 1) Amend the Formal Bid Threshold amounts to mirror the current purchasing approval thresholds as stated in section A. Category Thresholds within the Procurement / Purchasing Policy.
- 2) Amend the Procurement/ Purchasing Policy changes as suggested.

Analysis:

Currently, the purchasing policy gives the City Manager signature authority for General Fund items costing more than \$10,000 but less than \$50,000 and Proprietary Fund items costing more than \$25,000 but less than \$75,000. However, after reviewing the policy, it was discovered that ALL bids must be forwarded, along with recommendation for award, to the City Commission, if greater than \$25,000.

Staff requests amending the Formal Bid signature authority to match the aforementioned purchasing thresholds for the City Manager. Consistent threshold amounts will increase efficiency for projects and contract services as well as eliminate confusion existing in the current procurement/purchasing policy.

For example, section A.4. CATEGORY THRESHOLDS – Category IV states the Procurement Division will obtain 3 *informal bids* for Purchasing Manager approval for items costing \$10,000 and over but less than \$25,000. When seeking “informal” bids (Requests for Quotes), the Procurement Division cannot dictate a specific number of bids/ quotes.

Procurement Analysis:

N/A

Options:

1. Approve the resolution amending the Formal Bid thresholds and other minor changes to the

Procurement (Purchasing) Policy; or

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

Fiscal Impact:

Approval of this item will provide indirect fiscal benefit by decreasing the number of items presented to Commission for approval. The benefit will apply not only to the Purchasing Department but the City Clerk and other City departments.

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AMENDING AND RESTATING THE PROVISIONS OF RESOLUTION NUMBER 10,619 ADOPTED ON APRIL 13, 2020; AMENDING APPROVAL AUTHORITY FOR FORMAL BIDS IN GENERAL AND PROPRIETARY FUNDS TO BE CONSISTENT WITH THE CURRENT PURCHASING APPROVAL THRESHOLDS, AND CORRECTING CONTRADICTIONS AND CLEANING UP LANGUAGE IN THE PURCHASING POLICY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Leesburg has heretofore adopted and amended formal policies for the purchase of goods or services, and

WHEREAS, the City of Leesburg on April 13, 2020, adopted Resolution Number 10,619 which amended the purchasing limits previously established and Commission approval requirements, and

WHEREAS, the City of Leesburg desires by means of this resolution to clean up language and correct any contradictions in the purchasing policy previously established, and

WHEREAS, the City of Leesburg desires to increase the approval threshold on Formal Bids by the City Manager consistent with his or her current purchasing approval authority.

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

THAT to facilitate daily operations and increase efficiency, the approval threshold for Formal Bids is modified as indicated here and carry the specified signature authority:

C. FORMAL BID PROCESS

4. All bids shall be forwarded, along with recommendation for award, to either the City Manager for General Fund items costing \$10,000 and over but less than \$50,000 and Proprietary Fund items costing more than \$25,000 but less than \$75,000, or the City Commission, if greater than \$50,000 General Fund and \$75,000 Proprietary Fund.

THAT other minor changes are made as indicated in the attached redline policy.

THAT all other current purchasing procedures not in conflict with these revisions remain in effect.

THAT this resolution shall become effective immediately and apply to all procurements to be initiated and formal Solicitations currently in process.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 22nd day of July 2024.

Mayor

ATTEST:

City Clerk

Removed text is shown with ~~strikethrough~~

Added or new text is shown with ***bold italic underline***

City of Leesburg, Florida

Procurement Policy

Draft 2024

Page 1 of 5

PROCUREMENT POLICY

The Procurement Division is the coordinating and implementing office for this Policy. The Commission expects City funds will be spent to purchase Commodities (goods or services) in compliance with this policy.

A. CATEGORY THRESHOLDS

The following Category Thresholds are created and defined with the specified dollar amounts for purchase of Commodities.

1. Category I – Under \$1,000: Department Head or designee may purchase items or services costing less than \$1,000 without obtaining quotes.
2. Category II – Under \$5,000 but greater than \$1,000: Department Head or designee obtains informal quotations for items costing \$1,000 and over but less than \$5,000.
3. Category III – Under \$10,000 but greater than \$5,000: Department Head or designee obtains 3 written quotes for items costing \$5,000 and over but less than \$10,000.
4. Category IV – Under \$25,000 but greater than \$10,000: Procurement Division will obtain 3 informal bids for Purchasing Manager approval for items costing \$10,000 and over but less than \$25,000.
5. Category V – Purchases in this Category will be approved by the City Manager.
 - a. General Fund – The Procurement Division will solicit bids or proposals for purchases costing under \$50,000 but more than \$25,000.
 - b. Proprietary Fund – The Procurement Division will solicit bids or proposals for purchases costing under \$75,000 but more than \$25,000.
6. Category VI – Purchases in this Category will be presented to the City Commission for their approval.
 - a. General Fund – The Procurement Division will solicit formal bids or proposals for purchases costing \$50,000 or more.
 - b. Proprietary Fund – The Procurement Division will solicit formal bids or proposals for purchases costing \$75,000 or more.

B. COMMISSION APPROVAL

Commission approval is not required for purchases under Categories I, II, III, IV, and V.

C. FORMAL BID PROCESS

All formal bid purchases or contracts for services shall be advertised and bid procedures shall follow the provisions of Chapter 287, Procurement of Personal Property and Services, Florida Statutes. Generally, this requires:

1. All notices and solicitation of bids shall state the time and place of bid opening.
2. Notices and solicitation of bids shall include information that these are sealed bids and that they should be so identified (as bids) on the envelope.
3. Notices and solicitation of bids shall plainly state to whom the sealed bid(s) should be addressed.

4. ~~All bids shall be forwarded, along with recommendation for award, to either the City Manager for items costing \$10,000 and over but less than \$50,000, or the City Commission, if greater than \$25,000.~~ All bids shall be forwarded, along with recommendation for award, to either the City Manager for General Fund items costing more than \$10,000 but less than \$50,000 and Proprietary Fund items costing more than \$25,000 but less than \$75,000, or the City Commission, if greater than \$50,000 General Fund and \$75,000 Proprietary Fund.
5. Bid bond(s), Performance bond(s), and or Payment Bond(s) in cash or otherwise, shall be requested if in the best interests of the City in such an amount as may be deemed sufficient to secure the execution of the contract or furnish supplies.
6. The City/City Manager/City Commission shall always reserve the right to waive informalities in any bid, to reject any or all bids with or without cause, and/or to accept the bid that in its best judgment will be for the best interest of the City.

D. AWARD OF BID(S)

Unless the City exercises its right to reject bids, purchases or contracts shall be made from/with the lowest, responsive and responsible bidder, unless otherwise specified by state statute or a preference is granted. In determining the lowest, responsive and responsible bidder, the following, in addition, to price shall be considers:

1. The ability, capacity and skill of the bidder to perform the contract or provide the item/service required.
2. Whether the bidder can perform the contract and provide the item/service promptly, or within the time specified, without delay or interference.
3. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
4. The quality of performance of previous contracts, services or items.
5. The previous and existing compliance by the bidder with laws and ordinances relating to the contract, service or item.
6. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
7. The quality, availability and adaptability o supplies, or contractual services to the particular use required.
8. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.
9. Whether the bidder is in arrears to the City on a dept or contract or is a defaulter on surety to the City, or whether the bidders tax assessments are delinquent.
10. Such other information as may be required or obtained.
11. Where the Procurement Division has identified an Abnormally Low Bid (ALB) the Division will apply the procedure prescribed by the Purchasing manager for review and vetting of an ALB. The results of which will be included in the file for the purchase. For Commission approved items the results will be provided to the Commission.

E. EMERGENCY PURCHASES

In case of an emergency which requires immediate purchase of supplies or services and time is of the essence, the City Manager shall have the authority to authorize such purchase or secure such services needed without complying with procedures as set out above. As used in this section, the term "emergence" means an unexpected turn of events that causes:

1. An immediate danger to the public health and safety; or
2. An immediate danger of loss of public or private property; or
3. An interruption in the delivery of an essential governmental service.

A full report of such an emergency purchase shall be made by the City Manager to the City Commission at their next meeting and the ratification of the decision to purchase shall be requested.

F. SOLE SOURCE AND SINGLE SOURCE

For the purpose of implementing this policy:

1. "Sole source" shall be defined to mean that there is only 1 vendor that supplies the goods or services.
2. "Single source" shall be defined to mean that the department head or designee has determined that only 1 vendor is capable of providing the goods or services that meet the required standards.

G. PROFESSIONAL SERVICES

1. This Procurement Policy shall not apply to professional services for architects, engineers, landscape architects or surveyors. Their service shall be acquired under the provisions of the Consultants Competitive Negotiation Act (CCNA), Section 287.055, Florida Statutes.
2. This Procurement Policy shall also not apply, nor shall competitive bids be required for artistic services, lecturers, auditing services, legal services or health services. (See Section 287.057(5) (f), Florida Statutes.)

H. EXCEPTIONS

1. The City may, as an alternative to seeking bids, purchase from purchasing agreements established and term agreements procured by the Department of Management Services, State of Florida. (See Section 287.056(3).)
2. The City may also, as an alternative to seeing bids, purchase from a competitive bid procured by another governmental agency when, in the opinion of the Purchasing Manager, the procurement used by that agency was free, fair and open and that it is unlikely that the City would obtain a price, term or condition more favorable to the City than provided under the bid under consideration (see below).
3. Nothing in this policy is intended to preclude the City entering into a Design-Build Contract.

I. CONTRACT PROCEDURES FOR CAPITAL PROJECTS

Whenever the City undertakes a capital project it is necessary for the City Manager to appoint a Project Manager for the project. The Project Manager is the City's Representative for the project and shall have the following duties:

1. To thoroughly review and approve or reject all requests for payment from the contractor;
2. To inspect all work to ensure it complies with the plans and specifications of the project;
3. To negotiate change orders;
4. To maintain a good working relationship with the contractor; and
5. To keep the project on schedule and within budget.

J. CHANGE ORDERS

Change orders up to 20% of the contract or purchase price, but not more than \$50,000, on a cumulative basis, may be approved by the City Manager. Change orders which would exceed 20% of the contract price

or \$50,000, either individually or cumulatively considering all other change orders which have been previously approved for the project, shall be forwarded to the City Commission for approval prior to going forward with the work contemplated.

Excepting those change orders for construction projects that are necessary to continue work and not incur additional costs or project time due to delays or work stoppage. The City Manager will have the authority to approve these change orders. The Procurement Division will place the Change order on a future Commission Agenda for their ratification.

K. PROCURMENT FROM CONTRACTS OF OTHER GOVERNMENTS

The City may “piggy-back” on other governmental entity contracts such as State of Florida contracts, other Florida political sub-division contracts and from GSA, or other Federal government contracts. These contracts have been issued after the competitive bidding process has been utilized; there is no need for the City to require additional bidding.

L. SIGNATURE AUTHORITY

1. For purchases in Categories I, II, III, IV the Purchasing Manager through delegated authority of the City Manager is granted authority to sign all contracts, agreements, proposals or documents necessary for the purchase of the Commodities.
2. For purchases in Categories I, II, III, IV and V the City Manager has full authority to sign all contracts, agreements, proposals or documents necessary for the purchase of the Commodities.
3. For purchases in Category VI the Mayor and City Clerk by resolution adopted by the City Commission have full authority to sign all contracts, agreements, proposals or documents necessary for the purchase of the Commodities.

M. INTERGOVERNMENTAL PURCHASING

1. Cooperative Purchasing Authorized
 - a. The City, acting through the City Manager, may participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the purchase of any supplies, services, or construction with one or more units of government in accordance with an agreement entered into between the participants. Such cooperative purchasing may include, but is not limited to, joint or multi-party contracts between units of government and open-ended State contracts which are made available to cities.
2. Cooperative Activities
 - a. The City may sell to, acquire from or use any supplies belonging to another unit of government independent of other purchasing or procurement requirements.
 - b. The City may cooperatively use supplies and services with other governmental units.
 - c. The City may participate in the common use or lease of warehousing facilities, capital equipment, and other facilities.
 - d. The City will provide personnel, information and technical services, at its discretion, to the principles of open competition.
3. Restrictions on Cooperative Activities

- a. Cooperative purchasing is permitted only when the unit of government assuming administrative responsibility conducts its purchasing operations according to the principles of open competition. All the participants in cooperative purchasing must agree to abide by all contractual requirements, including prompt payment of invoices.

N. ETHICS

4. It is the policy of the Procurement Division to promote the City's reputation for courtesy, fairness, and impartiality. The responsibility for achieving this goal rests with each individual who participates in the procurement process. This includes the using departments, the vendors, as well as the purchasing personnel. The Purchasing Department adheres to the ethics set forth by the City Personnel Policy and the National Institute of Governmental Purchasing.

O. WAIVER OF PROCEDURE

5. The City Commission shall have the power to waive all or any of the above requirements of this Procurement Policy, if in the opinion of a majority of its members; it is beneficial or expeditions to the City to do so.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.3.

Meeting Date: July 22, 2024

From: Brandy McDaniel, (Budget Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, amending the Fiscal Year 2023-24 Budget for the General, Electric and Gas Tax Funds for the Third Quarter; and providing an effective date.

Staff Recommendation:

Staff recommends adoption of the attached resolution amending the Fiscal Year 2023-24 Budget.

Analysis:

As established in the Budget Policy, adopted September 28, 1998, total appropriations within a fund cannot increase or decrease without formal action by the City Commission.

General Fund	Amount	Funding Source
Refund Electric Transfer	\$ 500,000	Fund Balance
Police- Edward Byrne Grant (Tuition & Materials)	9,748	Federal Grant
PW Streets- Sidewalks (Transfer from Gas Tax)	90,000	Transfer from Gas Tax
Villages Fire Assessment Fee Payment	312,433	Fund Balance
Lakefront TV- Server	<u>31,310</u>	Television Sponsorships & Fund
Balance		
Total General Fund	\$ 943,491	
Electric Fund	Amount	Funding Source
General Fund refund of Transfer	\$ <u>500,000</u>	Fund Balance
Total Electric Fund	\$ 500,000	
Gas Tax Fund	Amount	Funding Source
Transfer to Gen. Fund- Sidewalks	\$ <u>90,000</u>	Fund Balance
Total Gas Tax Fund	\$ 90,000	

Procurement Analysis:

N/A

Options:

1. Adopt the attached resolution amending the Fiscal Year 2023-24 budget for the General, Electric and

Gas Tax Funds for the Third Quarter; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

See attached

	FY 2024		FY 2024
<u>FUND</u>	<u>ADOPTED</u>	<u>CHANGE</u>	<u>AMENDED</u>
General	35,441,434	943,491	36,384,925
Stormwater	3,373,500	-	3,373,500
Housing Assistance	143,021	-	143,021
Greater Leesburg CRA	1,092,298	-	1,092,298
Carver Heights CRA	1,055,776	-	1,055,776
Hwy 441/27 CRA	2,466,200	-	2,466,200
Debt Service	1,720,523	-	1,720,523
Capital Projects	13,455,931	-	13,455,931
Electric	89,502,163	500,000	90,002,163
Gas	14,699,112	-	14,699,112
Water	19,484,397	-	19,484,397
Wastewater	67,041,446	-	67,041,446
Solid Waste	5,210,507	-	5,210,507
Airport	10,452,586	-	10,452,586
Police Pension	2,635,885		2,635,885
Fire Pension	1,856,924		1,856,924
General Employees Pension	3,190,000		3,190,000
Health Insurance	7,975,656		7,975,656
Workers' Compensation	1,256,311	-	1,256,311
Discretionary Sales Tax	3,178,006	-	3,178,006
Gas Tax	907,000	90,000	997,000
Building Permits	1,833,626	-	1,833,626
Police Forfeiture	89,687	-	89,687
Police Education Receipts	-	-	-
Fire Impact Fees	47,949	-	47,949
Fleet Services	5,191,502	-	5,191,502
Total	293,301,440	1,533,491	294,834,931

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA,
AMENDING THE FISCAL YEAR 2023-24 BUDGET FOR THE GENERAL, ELECTRIC AND GAS
TAX FUNDS FOR THE THIRD QUARTER; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Commission of the City of Leesburg adopted a budget for the Fiscal Year 2023-24 on September 25, 2023, which they felt was in the best interest of the citizens of the City of Leesburg, and

WHEREAS, it is now necessary to amend the current budget for Fiscal Year 2023-24 to provide funds for various projects as adopted at City Commission meetings, and

WHEREAS, such action was not anticipated in the original 2023-24 annual budget;

NOW THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA:

SECTION I.

Pursuant to Section 200.065, Florida Statutes, and all other applicable laws, the following amounts for use by the various funds during Fiscal Year 2023-24 as reflected below, including all modifications or amendments made during this meetings, are hereby adopted as increases/decreases to the original budget for Fiscal Year 2023-24 for the City of Leesburg, Florida:

GENERAL FUND

ESTIMATED REVENUES AND OTHER RECEIPTS

Intergovernmental Revenue	9,748
Miscellaneous Revenue	16,807
Other Financing Sources:	
Fund Balance Appropriated	826,936
Transfer from Other Funds	90,000
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	943,491

PROPOSED APPROPRIATIONS

General Government	343,743
Public Safety	9,748
Transportation	90,000
Non-Expenditures:	
Transfer to Other Funds	500,000
TOTAL PROPOSED APPROPRIATIONS	943,491

ELECTRIC FUND

ESTIMATED REVENUES AND OTHER RECEIPTS

Other Financing Sources:	
Transfer from Other Funds	500,000
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	500,000

PROPOSED APPROPRIATIONS

Non Expenditures:	
Reserve for Future Use	500,000
TOTAL PROPOSED APPROPRIATIONS	500,000

GAS TAX FUND

ESTIMATED REVENUES AND OTHER RECEIPTS

Other Financing Sources:	
Fund Balance Appropriated	90,000
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	90,000

PROPOSED APPROPRIATIONS

Non Expenditures:	
Transfers to Other Funds	90,000
TOTAL PROPOSED APPROPRIATIONS	90,000

ALL FUNDS

ESTIMATED REVENUES AND OTHER RECEIPTS

Intergovernmental Revenue	9,748
Miscellaneous Revenue	16,807
Other Financing Sources:	
Transfer from Other Funds	590,000
Fund Balance Appropriated	916,936
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	1,533,491

PROPOSED APPROPRIATIONS

General Government	343,743
Public Safety	9,748
Transportation	90,000
Non Expenditures:	
Transfers to Other Funds	590,000
Reserve for Future Use	500,000
TOTAL PROPOSED APPROPRIATIONS	1,533,491

SECTION II.

This resolution shall become effective upon its passage and adoption by the Leesburg City Commission in the manner provided by law.

PASSED AND ADOPTED at a regular meeting of the City Commission of the City of Leesburg, Florida held the 22nd day of July 2024.

Mayor

ATTEST:

City Clerk

3rd Quarter Budget Adjustments Additional Information

<u>Fund:</u>	<u>Description</u>	<u>Amount</u>	<u>Reason</u>
General Fund			
Miscellaneous	Transfer from Electric Fund (Reduction)	500,000	City Commission approved 4/8/24
Police	Edward Byrne Grant- Tuition & Study Materials	9,748	City Commission approved 10/23/23, Awarded to City 4/3/24
PW- Streets	Sidewalks	90,000	Use Available Gas Tax funds to replace additional Sidewalks
Miscellaneous	Villages Fire Assessment Fee Payment	312,433	Budget estimate was low, per Contract have to send payment
Lakefront TV	Replace Server	31,310	Needs to be replaced, use avail Lakefront TV funds \$14,503 and Television Sponsorships funds
	Total General Fund	943,491	
Electric Fund			
	Transfer to General Fund (Reduction)	500,000	City Commission approved 4/8/24
	Total Electric Fund	500,000	
Gas Tax Fund			
	Transfer to General Fund to replace additional Sidewalks	90,000	Use Available Gas Tax funds to replace additional Sidewalks
	Total Gas Tax Fund	90,000	
	Total 3rd Qtr Budget Adjustments	1,533,491	

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.4.

Meeting Date: July 22, 2024

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Agreement to Terminate Gas Transportation Agreement between the City of Leesburg, Florida and Cutrale Citrus Juices, USA, Inc.; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the Resolution terminating the Gas Transportation Agreement between the City of Leesburg, Florida and Cutrale Citrus Juices USA, Inc.

Analysis:

This agreement terminates the Gas Service Agreement between the City of Leesburg and Cutrale Citrus Juices USA, Inc. pursuant to the original agreement, with the termination date of September 30, 2025.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
AN AGREEMENT TO TERMINATE GAS TRANSPORTATION AGREEMENT
BETWEEN THE CITY OF LEESBURG, FLORIDA AND CUTRALE CITRUS
JUICES, USA, 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 to Terminate the Gas Service Transportation Agreement between the City of Leesburg, Florida and Cutrale Citrus Juices USA, Inc.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 22nd day of July 2024.

Mayor

ATTEST:

City Clerk

**AGREEMENT TO TERMINATE GAS TRANSPORTATION AGREEMENT BETWEEN
THE CITY OF LEESBURG, FLORIDA AND CUTRALE CITRUS JUICES USA, INC.**

THIS AGREEMENT TO TERMINATE GAS TRANSPORTATION AGREEMENT
BETWEEN THE CITY OF LEESBURG, FLORIDA AND CUTRALE CITRUS JUICES USA, INC.
(the "Agreement") is hereby entered into on this ____ day of _____, 2024,
by and between THE CITY OF LEESBURG, FLORIDA, a Florida municipal corporation ("LDC"
(Local Distribution Company)) and CUTRALE CITRUS JUICES, USA, INC., a Delaware
corporation ("Shipper").

WITNESSETH:

WHEREAS, LDC is interconnected with an interstate natural gas pipeline and has firm
transportation capacity on such pipeline (the "Pipeline");

WHEREAS, LDC owns and operates facilities for the sale, distribution and transportation
of natural gas in and around the City of Leesburg, Florida, and to certain premises owned by
Shipper;

WHEREAS, Shipper has historically operated a manufacturing plant in the City of
Leesburg, Florida ("Shipper's Facility"), and has utilized natural gas in connection with the
plant's operations;

WHEREAS, LDC and Shipper are parties to a written Gas Transportation Agreement,
dated November 14, 2005, whereby Shipper agreed to purchase a firm portion of LDC's
transportation capacity on the Pipeline (the "Purchased Transportation Capacity") and LDC
agreed to facilitate delivery of natural gas purchased by Shipper from upstream supply sources
to Shipper's Facility (the "Gas Transportation Agreement");

WHEREAS, since entering into the Gas Transportation Agreement, the parties entered
into a First Amendment to Gas Transportation Agreement to extend the initial term (the "First
Amendment");

WHEREAS, the parties thereafter entered into a Second Amendment to Gas Transportation Agreement which further extended the term of the Gas Transportation Agreement and ultimately converted the term into one-year terms that automatically renew on October 1 of each year unless one party furnishes timely prior notice of its intent not to renew to the other party (the "Second Amendment");

WHEREAS, Shipper is significantly scaling back operations at Shipper's Facility and Shipper therefore no longer has a need for the Purchased Transportation Capacity;

WHEREAS, the parties acknowledge Shipper's desire to terminate the Gas Transportation Agreement, however, the Purchased Transportation Capacity has already been secured through September 30, 2025, and Shipper's termination of the Gas Transportation Agreement therefore cannot be effective until October 1, 2025 (the "Termination Date"); and

WHEREAS, Shipper desires approval to sell, assign, or otherwise transfer the Purchased Transportation Capacity and the parties wish to agree upon an orderly conclusion of the Gas Transportation Agreement, as amended, and memorialize termination thereof according to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants, agreements, and promises of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, LDC and Shipper hereby agree as follows:

1. The above recitals are true and correct and are hereby incorporated herein for all purposes.

2. Upon expiration of the current term, the Gas Transportation Agreement shall be automatically renewed for one (1) additional one (1) year term and will terminate without further notice on October 1, 2025, at 9:00 a.m. Central Clock Time (the "Final Renewal Term").

Notwithstanding the foregoing, all obligations of LDC to accommodate or provide any overrun transportation capacity or to transport or deliver natural gas to Shipper's Facility or any other location are terminated effective immediately.

3. In recognition of the circumstances, the parties acknowledge that Shipper may wish to sell or assign some or all of the Purchased Transportation Capacity to third parties and LDC will cooperate in good faith with any such efforts by Shipper. Nevertheless, Shipper is solely responsible for coordinating all efforts related to the sale, assignment or transfer of the Purchased Transportation Capacity and/or related to the delivery of natural gas to any third party associated with the Purchased Transportation Capacity. LDC has no obligation to deliver natural gas to any third party or property in connection with Shipper's sale, assignment, or other transfer of the Purchased Transportation Capacity nor any other obligation whatsoever except to cooperate in good faith with such sale, assignment, or other transfer.

4. If Shipper is not successful in selling or assigning some or all of the Purchased Transportation Capacity to third parties, Shipper may request that the LDC attempt to sell or assign the remaining Purchased Transportation Capacity. LDC shall, without any liability whatsoever to Shipper, take all commercially reasonable actions to accommodate Shipper's request. If the LDC is successful in selling or assigning the Purchased Transportation Capacity to third parties, as approved by Shipper, then Shipper shall pay, in advance, an administration fee of \$0.05/Dt/Day to LDC.

4. Regardless of whether Shipper or LDC is successful in selling, assigning, or otherwise transferring the Purchased Transportation Capacity, Shipper shall not be released from any payment obligations under the Gas Transportation Agreement and Shipper shall remain fully and completely liable to make all payments and charges due to the Pipeline, LDC, and/or any other person, entity, agency, or authority in connection therewith in the time and

manner required. Shipper shall also be solely responsible for paying all fees, costs, charges, and expenses of any nature whatsoever which arise as a result of or which are otherwise associated with the sale, assignment, or other transfer of the Purchased Transportation Capacity and/or delivery of natural gas to any third party or other property associated with the Purchased Transportation Capacity.

5. Shipper shall indemnify, save, and hold LDC harmless from and against any and all claims, demands, losses, costs, charges, attorney's fees, injuries, damages, and liabilities of any nature arising out of or related to this Agreement and/or Shipper's sale, assignment, or other transfer of the Purchased Transportation Capacity and/or delivery of natural gas associated with the Purchased Transportation Capacity, except to the extent caused by the sole negligence, fault or willful misconduct of LDC.

6. The Gas Transportation Agreement is incorporated herein, and except to the extent modified by this Agreement, all terms, conditions, and provisions thereof shall remain in full force and effect and shall apply to this Agreement through the Termination Date. Notwithstanding the foregoing, the termination of the Gas Transportation Agreement shall not affect the survival and continuing validity or enforceability of any provision which by its nature or express terms is intended to survive termination. The terms, conditions, and provisions of this Agreement shall control in the event of any conflict with the terms, conditions, or provisions of the Gas Transportation Agreement.

IN WITNESS WHEREOF, LDC and Shipper have caused this Agreement to be executed on the date herein first written above.

LDC:

THE CITY OF LEESBURG, FLORIDA,
a Florida municipal corporation,

SHIPPER:

CUTRALE CITRUS JUICES USA, INC.,
a Delaware corporation,

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

Attest: _____
J. Andi Purvis, City Clerk

By: _____

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.5.

Meeting Date: July 22, 2024

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, ratifying the Collective Bargaining Agreement with the Professional Firefighters of Leesburg Local 2957, IAFF, AFL-CFO-CLC; and providing an effective date.

Staff Recommendation:

Staff recommends ratification of the Collective Bargaining Agreement per Article 6.

Analysis:

The City and the Professional Firefighters of Leesburg Local 2957, IAFF, AFL-CFO-CLC agreed to reopen Article 6 (Compensation) and one additional article for fiscal year 2024-2025. The Fire union membership selected Article 7 (Hours of Work/Overtime) as their additional article to reopen.

A tentative agreement has been reached, for Articles 6 and 7, with the Professional Firefighters of Leesburg Local 2957, IAFF, AFL-CFO-CLC. The union membership has ratified the tentative agreement. The next step in the CBA process is for the Commission to ratify the tentative agreement for these articles.

Assuming approval by the City Commission, the agreed upon updates will take effect beginning on October 1, 2024. Some of the changes will take effect on or before April 1, 2025, based on the hiring of six (6) additional fire personnel.

Modifications to the existing contract have been underlined in the attached document. Most notable changes are as follows:

Article 6 –

1. Pay increases for existing union members shall be four percent (4%).
2. All pay grades will see an increase of four percent (4%) to the minimum and maximum of each.

Article 7 –

1. The scheduled annual hours worked will change from 2704 to 2496, effective April 1, 2025, or before. These changes will go into effect based on the hiring of six (6) additional fire personnel.

2. Union members will receive a twenty-four (24) hour Kelly Day instead of a twelve (12) hour Kelly Day.

All changes relating to adjusting the annual hours worked from 2704 to 2496 were updated, and are noted in the attached document.

In conjunction with these changes, we recommend increasing the minimum and maximum pay grades of the command staff (Fire Captain, Battalion Chiefs, Fire Division Chief/Support Services, Deputy Fire Chief) by four percent (4%).

Procurement Analysis:

N/A

Options:

1. Ratify the Collective Bargaining Agreement with the Professional Firefighters of Leesburg Local 2957, IAFF, AFL-CFO-CLC; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The proposed agreement represents an overall 4% increase.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, RATIFYING THE COLLECTIVE BARGAINING AGREEMENT
WITH THE PROFESSIONAL FIREFIGHTERS OF LEESBURG LOCAL 2957,
IAFF, AFL-CFO-CLC; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT an Agreement has been reached with the Professional Firefighters of Leesburg Local 2957, IAFF, AFL-CFO-CLC.

THAT the Union Membership has approved the Agreement, and

THAT this Agreement is hereby Ratified and Accepted by the City of Leesburg, and

THAT the Mayor and City Clerk are hereby authorized to execute the agreement on behalf of the City.

THAT this resolution shall become effective October 1, 2024.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 22nd day of July 2024.

Mayor

ATTEST:

City Clerk



Article 6
Compensation

6.1. Effective October 1, 2023, the below ranges are adopted.

October 1, 2023 @ 2704 hours per year				
<u>Position</u>	<u>Hourly Min</u>	<u>Hourly Max</u>	<u>Annual Min</u>	<u>Annual Max</u>
Firefighter 520	\$16.34	\$23.69	\$44,183.36	\$64,057.76
Firefighter/Engineer 524	\$18.59	\$26.91	\$50,267.36	\$72,764.64
Fire Lieutenant 529	\$22.43	\$32.58	\$60,650.72	\$88,096.32

Effective October 1, 2024, the below ranges are adopted.

<u>October 1, 2024 @ 2704 hours per year</u>				
<u>Position</u>	<u>Hourly Min</u>	<u>Hourly Max</u>	<u>Annual Min</u>	<u>Annual Max</u>
<u>Firefighter 520</u>	<u>\$17.00</u>	<u>\$24.64</u>	<u>\$45,968.00</u>	<u>\$66,626.56</u>
<u>Firefighter/Engineer 524</u>	<u>\$19.34</u>	<u>\$27.99</u>	<u>\$52,295.36</u>	<u>\$75,684.96</u>
<u>Fire Lieutenant 529</u>	<u>\$23.33</u>	<u>\$33.89</u>	<u>\$63,084.32</u>	<u>\$91,638.56</u>

Effective April 1, 2025, or before, the below ranges are adopted.

<u>April 1, 2025 (or before) @ 2496 hours per year</u>				
<u>Position</u>	<u>Hourly Min</u>	<u>Hourly Max</u>	<u>Annual Min</u>	<u>Annual Max</u>
<u>Firefighter 520</u>	<u>\$18.42</u>	<u>\$26.70</u>	<u>\$45,976.32</u>	<u>\$66,643.20</u>
<u>Firefighter/Engineer 524</u>	<u>\$20.96</u>	<u>\$30.33</u>	<u>\$52,316.16</u>	<u>\$75,703.68</u>
<u>Fire Lieutenant 529</u>	<u>\$25.28</u>	<u>\$36.72</u>	<u>\$63,098.88</u>	<u>\$91,653.12</u>

6.2. Effective on October 1, 2023, all employees in this bargaining unit shall receive a maximum of a five percent (5%) increase or be moved to the starting pay range for their job classification, whichever is greater.

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7/3/24

TA 7/3/24
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Effective on October 1, 2024, all employees in this bargaining unit shall receive a maximum of a four percent (4%) increase or be moved to the starting pay range for their job classification, whichever is greater.

The salaries and wages depicted in Section 6.1 of this Agreement provide for a five percent (5%) step increase in year one (1), and a wage opener in years two (2) and three (3); these pay increases per year shall not exceed the new salary ranges for all bargaining members, which becomes effective October 1, 2023, and updated on October 1, 2024. Newly hired probationary employees shall not be eligible for the step increase until successful completion of the six (6) months evaluation period. Once the new employee has completed the probationary period he shall receive the step increase in accordance with this article. The parties agree there shall be no compensation adjustments of any kind unless agreed to by the parties in collective bargaining. Further, the parties agree that there is no entitlement or guarantee to wages/salary adjustments not specifically provided for in this agreement.

The parties agree to re-open this Agreement for the sole purposes of bargaining about compensation and one additional article to be determined by the collective bargaining union for fiscal year 2024-2025 (beginning October 1, 2024 and ending September 30, 2025) and for fiscal year 2025-2026 (beginning October 1, 2025 and ending September 30, 2026). Such negotiations must begin no later than June 1 for the preceding fiscal year and notice must be given under Article 35 of this agreement.

6.3. A current bargaining unit employee promoted into a higher position within the unit will receive at least a five percent (5%) increase from his then base compensation, even if the result places him over the minimum of the applicable range.

6.4. An employee hired into the bargaining unit from outside the City's workforce will be assigned a starting base compensation within the applicable range based on the City's assessment in its sole discretion of his experience and qualifications. Such starting base compensation may exceed the minimum for the range.

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6.5. The City's classification and pay plan do not apply to bargaining unit employees; base compensation Paramedic, Field Training Officer (FTO), and Coordinator "Add Pay" of employees is governed exclusively by this Article 6.

6.6. Each bargaining unit employee will be evaluated at 90 days, six (6) months, and one (1) year from his hire date. The evaluation completed one year from the date of hire is the end of probation and the first annual evaluation. Annual evaluations will occur thereafter on the anniversary of the initial employment date. Documents used and prepared in the process of evaluation shall be of the City's choosing, and may be modified at the City's sole discretion. If over the term of this contract the City considers the entirety of the general fund non-union-represented workforce for merit, bonuses, step increases or COLA increases, the same consideration shall apply to bargaining unit employees.

6.7. Bargaining unit employees shall not exceed the maximum annual salary amount listed as 2023-2026 paygrades of this contract. Should the step increase outlined in Article 6.1 result in a unit member being placed above the maximum salary range, the unit member shall receive the difference of the step increase in the form of a bonus check paid in the first pay period of October.

6.8. State Certified or Regionally Certified Paramedics recognized by the Leesburg Fire Department and cleared by the Lake County Medical Director may be considered for additional compensation. To receive such pay, bargaining unit personnel assigned as paramedics must maintain their paramedic certifications and cleared to work under Lake County Medical Direction. The Paramedic compensation will be paid as an "Add Pay" in the amount of \$4.81 per hour for actual hours worked and scheduled shift time effective October 1, 2023, and will not be included in the base rate of pay for any position at the Fire Department. The Paramedic compensation pay for years two (2) and three (3) of the contract will be discussed during wage openers as outlined in Article 6.2.

Effective April 1, 2025, or before, Paramedic compensation will be \$5.22 per hour, based on 2496 hours per year.

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6.9. EMS Coordinator and Field Training Officers are supplementary title responsibilities and pay assigned to another recognized bargaining unit position.

6.10. Field Training Officers' (FTO's) compensation shall be \$.74 per hour. To receive such pay, bargaining unit personnel assigned as FTO's must maintain all required certifications, as deemed by the Training Division. The FTO incentive will be paid as an "Add Pay" for actual hours worked and scheduled shift time, and will not be included in the base rate of pay for any position at the Fire Department.

Effective April 1, 2025, or before, FTO compensation shall be \$.81 per hour, based on 2496 hours per year.

6.11. EMS and Fire Training Coordinators compensation shall be \$1.11 per hour. To receive such pay, bargaining unit personnel assigned as Coordinators must maintain all required certifications, as deemed by the Training Division. The Coordinator incentive will be paid as an "Add Pay" for actual hours worked and scheduled shift time, and will not be included in the base rate of pay for any position at the Fire Department.

Effective April 1, 2025, or before, EMS and FTO Coordinators compensation shall be \$1.21 per hour, based on 2496 hours per year.

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Article 7

Hours of Work/Overtime

7.1. The variable work schedule for members of the bargaining unit shall consist of twenty-four (24) hours on duty and forty-eight (48) hours off duty.

7.2. Pursuant to Section 7(k) of the Fair Labor Standards Act ("FLSA"), the parties acknowledge that the Bargaining Unit has made an election of a twenty-one (21) day work cycle for FLSA overtime purposes and that overtime must be paid at the rate of time and one-half (1 ½) the regular rate of pay to employees of the department for work actually performed in excess of one hundred fifty-nine (159) hours in a twenty-one (21) day work cycle. Such work may be compensated at either the regular rate or time and ~~one~~-half (1 ½) rate depending upon whether the employee actually works all scheduled hours in the applicable work cycle.

Effective January 1, 2018 firefighter unit employees will be on a twenty-one (21) day work cycle for determining overtime pursuant to FLSA and the granting of a twelve-hour Kelly Day (furlough); the newly selected Kelly Day schedule will be implemented the first full twenty-one (21) day work cycle. The Kelly Day is based on scheduled hours and will be granted during the twenty-one (21) day work cycle. Only hours actually worked, not hours paid, will count towards determining any overtime owed during the twenty-one (21) day work cycle pursuant to FLSA the threshold of 159 hours.

Effective April 1, 2025, or before, firefighter unit employees will be granted a twenty-four (24) hour Kelly Day (furlough) every seventh (7th) shift; one twenty-four (24) hour Kelly Day every twenty-one (21) day work cycle.

7.3. The "24" on "48" off three-platoon variable work schedule results in a scheduled 2704 hours per year for combat personnel.

Effective April 1, 2025, or before, the scheduled hours for combat personnel will be 2496 hours per year.

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7.4 The City agrees to pay each member of the bargaining unit actual hours worked at his current hourly rate in each of the twenty-six (26) pay periods. This results in payment for 2704 hours per year. The payment for 2704 hour per year does not includes payment for FLSA overtime hours in the work cycle.

Effective April 1, 2025, or before, the hours per year will be adjusted to 2496 hours per year. The payment for 2496 hours per year does not include payment for FLSA overtime hours in the work cycle.

7.5. An employee shall be required to work overtime when ordered.

7.6. Overtime compensation will be paid in accordance with Federal Labor Standards Act (FLSA) 7k for actual hours worked beyond 159 hours within the twenty-one (21) day work cycle. For the purposes of the computations of overtime compensation, the following shall not be deemed hours worked, namely unscheduled PTO leave, Time Trade "Worked" ("Swap On"), Kelly Days, "Perpetual Swaps," holiday time, LTB leave, funeral leave, Jury duty, off-duty doctors' appointments, off-duty annual physicals, time spent in school or in class on the employee's own initiative and any other time paid but not worked.

7.7. In the event that a variable workweek 24-hour shift personnel is temporarily reassigned for a special project or light-duty, approved by the Fire Chief, to a 40-hour workweek; the employee's calculated hour rate shall be converted to his/her equivalent rate based on 2080 per year. The conversion is effective with the date of the first bi-weekly pay period the employee begins work project. Additional compensation shall be in accordance with Article 11.

7.8. Personnel temporarily assigned to the special projects shall receive compensation in accordance with FLSA.

7.9. Personnel temporarily assigned shall not be eligible for shift work during the temporary assignment.

7.10 Bargaining unit members shall have the option to receive payment for overtime worked or compensatory time in accordance with FLSA for actual hours worked. If bargaining unit member chooses compensatory time instead of payment, they shall receive

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it at the rate of one and one-half (1-1/2) hours. Bargaining unit members shall indicate their preference to the on-duty Battalion prior to the completion of the assigned shift.

7.11 The maximum accrual compensatory time balance shall be one hundred twenty (120) hours. Any hours worked above the compensatory time accrual cap shall be paid in accordance with FLSA.

7.12 Bargaining unit members may choose to sell back compensatory time throughout the fiscal year. Any remaining comp-time balance in September shall be paid out the last paycheck of the fiscal year.

7.13 Bargaining unit members who have an approved "exemption" found in SOG 200.016 (as recognized on the date of the ratification of this Agreement) and who are ordered in to work mandatory overtime despite the exemption shall be paid double their regular hourly rate of pay for each hour so worked, regardless of the number of other hours worked in that FLSA pay cycle.

7.14 Bargaining unit members will be afforded the opportunity to work back on their assigned Kelly Day if the daily minimum staffing for their shift would require an overtime person. This will be counted as actual hours worked.

7.15 Bargaining unit members will be allowed to do Kelly Day swaps within the same twenty-one (21) day work cycle, as long as it does not create any overtime, and with the approval of the Battalion Chief.

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City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.6.

Meeting Date: July 22, 2024

From: Tracey Dean, (Airport Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute Public Transportation Grant Agreement FM No. 454901-1-94-01, between the City of Leesburg and the State of Florida Department of Transportation, for the purpose of Airfield Marking of RW 04/22 and associated Taxiways, and Construction Administration services, at the Leesburg International Airport; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the resolution authorizing execution of Public Transportation Grant Agreement (PTGA) FM No. 454904-1-94-01 for an amount of \$65,416.00.

Analysis:

The secondary Runway 04/22 centerlines, threshold markings, aiming point markings, and taxiway lead-in lines are all extremely faded. The poor condition of these markings and lack of required glass beads have been cited by the FDOT inspector during the annual airfield inspections. FDOT is presenting a grant for 80% of the total project costs.

Florida Airfield Maintenance, JV, will clean and restripe all associated markings for an amount not to exceed \$57,270.00. FAM, JV has a statewide contract with FDOT for airfield marking; therefore, solicitation of bids is not required. The lump sum for this project falls within the City Manager's approval threshold and the scope/fee is attached hereto for reference only.

Hoyle, Tanner & Associates, Inc., will provide construction inspection services for an amount not to exceed \$24,500.00. By Resolution 11,770, dated 1/22/2024, HTA is under continuing engineering services. The lump sum for this project falls within the Purchasing Manager's approval threshold and the scope/fee is attached hereto for reference only.

Procurement Analysis:

N/A

Options:

1. Approve and execute PTGA Financial No. 454901-1-94-01; or,

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

Fiscal Impact:

With acceptance of this grant, collectively, State and Airport Revenues are available in the current fiscal year.

FDOT State Funds 80% \$65,416.00.

Airport Revenue 20% \$16,354.00.

048-8099-542-6310

Project 480003

WF 1516220/1

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE PUBLIC TRANSPORTATION GRANT AGREEMENT FM NO. 454901-1-94-01, BETWEEN THE CITY OF LEESBURG AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, FOR THE PURPOSE OF AIRFIELD REMARKING OF RW 04/22 AND ASSOCIATED TAXIWAYS, AND CONSTRUCTION ADMINISTRATION SERVICES, AT THE LEESBURG INTERNATIONAL AIRPORT; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorized to execute a Public Transportation Grant agreement with The Florida Department of Transportation, whose address is 719 S Woodland Boulevard, DeLand, Florida 32720, for grant funding.

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 22nd day of July 2024.

Mayor

ATTEST:

City Clerk

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Financial Project Number(s): (item-segment-phase-sequence) <u>454904-1-94-01</u>	Fund(s): <u>Work Activity Code/Function: 215</u>	DDR <u>215</u>	FLAIR Category: <u>088719</u>
	Federal Number/Federal Award Identification Number (FAIN) – Transit only: <u>N/A</u>		Object Code: <u>751000</u>
	Federal Award Date: <u>N/A</u>		Org. Code: <u>55052000531</u>
Contract Number: _____	Agency SAM/UEI Number: _____		Vendor Number: <u>VF596000362006</u>
CFDA Number: <u>N/A</u>			
CFDA Title: <u>N/A</u>			
CSFA Number: <u>55.004</u>			
CSFA Title: <u>Aviation Grant Program</u>			

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and City of Leesburg, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Construction of Runway 4-22 Markings at Leesburg International Airport, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- 3. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- ☒ **Aviation**
- ☐ **Seaports**
- ☐ **Transit**
- ☐ **Intermodal**
- ☐ **Rail Crossing Closure**
- ☐ **Match to Direct Federal Funding** (Aviation or Transit)
- ☐ (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- ☐ **Other**

- 4. Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- ☒ Exhibit A: Project Description and Responsibilities
- ☒ Exhibit B: Schedule of Financial Assistance
- ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
- ☐ *Exhibit B2: Advance Payment Financial Provisions
- ☐ *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
- ☒ *Exhibit C: Terms and Conditions of Construction
- ☒ Exhibit D: Agency Resolution
- ☒ Exhibit E: Program Specific Terms and Conditions
- ☒ Exhibit F: Contract Payment Requirements
- ☒ *Exhibit G: Audit Requirements for Awards of State Financial Assistance

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- *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
— *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
— *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. **Time.** Unless specified otherwise, all references to “days” within this Agreement refer to calendar days.

6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through June 1, 2026. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. ☐ If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the day of , or within days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department’s obligations under this Agreement for the Agency’s failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department’s maximum financial assistance. If any portion of the Project is located on the Department’s right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

**PUBLIC TRANSPORTATION
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- a. The estimated total cost of the Project is \$81,770. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$65,416 and, the Department's participation in the Project shall not exceed 80.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

☒ Travel expenses are NOT eligible for reimbursement under this Agreement.

☐ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061,

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Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

- f. Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

- g. Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department

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may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

- k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. **Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for

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not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

11. General Requirements. The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
- b. Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i.** Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
 - ii.** Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d.** ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e.** ☐ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i.** ☐ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii.** ☐ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii.** ☐ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
- f. Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

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- g. Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

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13. Maintenance Obligations. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions “a” and “b” above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. Single Audit. The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided

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through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
 - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency’s audit reporting package, including corrective action plans and

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management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the Federal award;
 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 5. Withhold further Federal awards for the Project or program;
 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and

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Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or

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10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

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- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. **Executive Order 20-44.** Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at fdotsingleaudit@dot.state.fl.us within 180 days following the end of each tax year of the Agency receiving Department funding.
- i. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any

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subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the

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coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

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- f. Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY City of Leesburg

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: C. Jack Adkins

Title: _____

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

Daniel L. McDermott

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 07/22

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): The runway markings have been noted as deficient on several annual inspections and will be repainted. The Sponsor has received a cost proposal and will be utilizing the selected FDOT Statewide Airfield Marking Program (SAMP) contractor Florida Airfield Maintenance, JV. The work is for cleaning and painting markings on Runway and Taxiways.

B. Project Location (limits, city, county, map): Leesburg International Airport/Leesburg, FL/Lake

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey costs, construction inspection costs, mobilization and demobilization, pavement marking removal, surface preparation, pavement markings, and safety barricades, including all materials, equipment, labor, and incidentals required to mark the runway. The Sponsor will comply with Aviation Program Assurances.

This proposal for work shown in the "Marking Exhibit" provided by Hoyle Tanner dated FEB 2024 to be completed during DAYTIME operations. A high-capacity clean water source and disposal site to be provided by customer. MOT to be provided by customer.

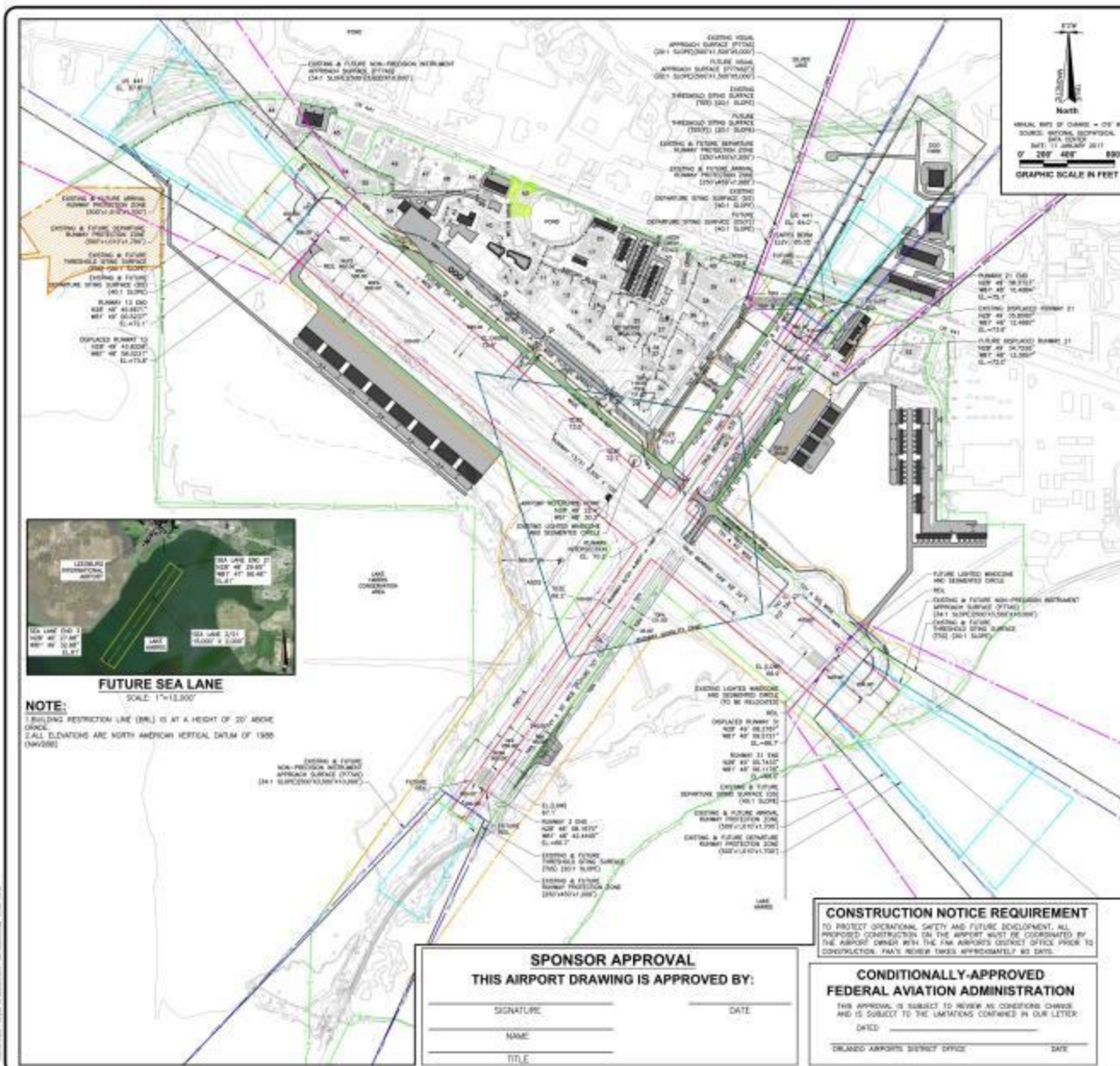
D. Deliverable(s): Final close out documents to be uploaded in JACIP.

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): Stored materials unless prior written approval from FDOT is obtained.

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.



AVCON, INC.
INDUSTRIAL & RESIDENTIAL
1000 WEST 11TH ST. SUITE 100, LEESBURG, VA 22079
TEL: 703-771-1100 FAX: 703-771-1101
WWW.AVCON.COM

LEESBURG INTERNATIONAL AIRPORT

AIRPORT LAYOUT PLAN SET

AIRPORT LAYOUT PLAN DRAWING

THIS DOCUMENT CONTAINS PRELIMINARY AND PROPOSED DATA. IT IS NOT TO BE USED FOR CONSTRUCTION OR AS A BASIS FOR ANY OTHER ACTION. THE USER OF THIS DOCUMENT MUST BE AWARE OF THE LIMITATIONS OF THIS DOCUMENT AND THE USER OF THIS DOCUMENT MUST BE AWARE OF THE LIMITATIONS OF THIS DOCUMENT.

SCALE:

NO.	DATE	BY	DESCRIPTION

DESIGNED BY: M.S.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
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Form 725-000-02
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EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
454904-1-94-01	DDR	088719	2025	751000	55.004	Aviation Grant Program	\$65,416.00
454904-1-94-01	LF	088719	2025	751000	55.004	Aviation Grant Program	\$16,354.00
Total Financial Assistance							\$81,770.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$65,416.00	\$16,354.00	\$0.00	\$81,770.00	80.00	20.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$65,416.00	\$16,354.00	\$0.00	\$81,770.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	
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BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Luciana Taylor

Department Grant Manager Name

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. Design and Construction Standards and Required Approvals.

- a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.
- b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Luciana Taylor (email: luciana.taylor@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.
- c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.
- d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).
- e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.
- f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. Construction on the Department's Right of Way. If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

- a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

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- b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.
- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is Luciana Taylor.
- e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

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estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

- i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
- k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.
- m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

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without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

- q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
- r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation): Not Applicable
- u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:

800-780-7102

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

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PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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EXHIBIT E

**PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES**

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit “A”, Project Description and Responsibilities**, and **Exhibit “B”, Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
3. The Agency shall comply with the assurances as specified in this Agreement.
4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.
7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.
8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.
10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):
 - a. **Florida Statutes (F.S.)**
 - Chapter 163, F.S., Intergovernmental Programs
 - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
 - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
 - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
 - Chapter 332, F.S., Airports and Other Air Navigation Facilities
 - Chapter 333, F.S., Airport Zoning

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b. Florida Administrative Code (FAC)

- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

- 2. Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

a. Federal Requirements

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

- 3. Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

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C. Agency Authority.

- 1. Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.
- 2. Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. Accounting System.

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
- b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.
- c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. Good Title.

- a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.
- b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. Preserving Rights and Powers.

- a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
- b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. Hazard Removal and Mitigation.

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- a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
- b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

- a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.
- b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.
- c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

- a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.
- b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.
- c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

- a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.
- b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:
 - 1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
 - 2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
 - 3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

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- c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.
- d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

- a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:
 - 1) The Airport financial plan will be a part of the Airport Master Plan.
 - 2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
 - 3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.
- b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

- 9. Airport Revenue.** The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure.

- a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
- b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

- a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.
- b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination.

- a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.
 - 1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

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- 2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

- b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards. The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance.

- a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.
 - 1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
 - 2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
 - 3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.
- b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

- a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.
- b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

- a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.
- b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
- c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights. The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access.

- a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

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equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

- b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or aviation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- c. Make such project materials available for public review, unless exempt from public disclosure.
 - 1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
 - 2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.
- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
- e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
 - 1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
 - 2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
 - 3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

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- f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

- a. **Laws.** Acquire the land in accordance with federal and/or state laws governing such action.
- b. **Administration.** Maintain direct control of Project administration, including:
 - 1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
 - 2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
 - 3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
 - 4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - 5) Establish a Project account for the purchase of the land.
 - 6) Collect and disburse federal, state, and local project funds.
- c. **Reimbursable Funds.** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:
 - 1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
 - 2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
 - 3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
 - 4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.
- d. **New Airport.** If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:
 - 1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
 - 2) Complete an Airport Master Plan within two years of land purchase.
 - 3) Complete airport construction for basic operation within 10 years of land purchase.
- e. **Use of Land.** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.
- f. **Disposal of Land.** For the disposal of real property the Agency assures that it will comply with the following:
 - 1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

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- 2) Land will be considered to be needed for airport purposes under this assurance if:
 - a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
 - b) Revenue from uses of such land contributes to airport financial self-sufficiency.
- 3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
- 4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:

a. Project Certifications. Certify Project compliances, including:

- 1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
- 2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
- 3) Completed construction complies with all applicable local building codes.
- 4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

- 1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
- 2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
- 3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
- 4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval. The Agency assures that:

- 1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
- 2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
- 3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

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24. Noise Mitigation Projects. The Agency assures that it will:

- a. Government Agreements.** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.
 - 1)** The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
 - 2)** The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.
- b. Private Agreements.** For noise compatibility projects on privately owned property:
 - 1)** The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
 - 2)** The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 07/22

EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 07/22

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation

State Project Title: Aviation Grant Program

CSFA Number: 55.004

***Award Amount:** \$65,416

*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.004 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>



Florida Airfield Maintenance, JV

3501 Sanford Ave, Sanford, FL 32773
Phone: (321) 439-0311 Fax: (321) 363-4395
Date: 4/30/2024

CUSTOMER	PROJECT
Iryna S. Afong, PE Associate/Senior Airport Engineer Leesburg International Airport 95 E Mithcell Hammock Rd., Suite 200 Oviedo, FL 32765	Leesburg International Airport RWY 4/22 and TWY Clean & Restripe DATE: 4/30/2024 FAM Proposal # 23-0036_R1

ITEM No.	DESCRIPTION	UM	QTY	UNIT PRICE	SUBTOTAL
RWY 4/22 - Clean and Restripe RWY Markings					
P-101-5-2	Cleaning of Existing Markings	SF	38,507.00	\$0.15	\$5,776.05
P-620-1-1	Runway/Taxiway Painting - White	SF	32,110.00	\$0.27	\$8,669.70
P-620-1-3	Runway/Taxiway Painting - Black	SF	6,397.00	\$0.30	\$1,919.10
P-620-2-1	Reflective Media - Type I	SF	32,110.00	\$0.50	\$16,055.00
P-620-3-1-1	Paint Enhancements - Biocide Additive	SF	32,110.00	\$0.10	\$3,211.00
RWY 4/22 - Clean and Restripe RWY Markings					
P-101-5-2	Cleaning of Existing Markings	SF	9,000.00	\$0.15	\$1,350.00
P-620-1-2	Runway/Taxiway Painting - Yellow	SF	4,235.00	\$0.27	\$1,143.45
P-620-1-3	Runway/Taxiway Painting - Black	SF	4,765.00	\$0.30	\$1,429.50
P-620-2-1	Reflective Media - Type I	SF	4,235.00	\$0.50	\$2,117.50
P-620-3-1-1	Paint Enhancements - Biocide Additive	SF	4,235.00	\$0.10	\$423.50
TWY Bravo - Clean and Restripe TWY Markings					
P-101-5-2	Cleaning of Existing Markings	SF	3,750.00	\$0.15	\$562.50
P-620-1-2	Runway/Taxiway Painting - Yellow	SF	1,250.00	\$0.27	\$337.50
P-620-1-3	Runway/Taxiway Painting - Black	SF	2,500.00	\$0.30	\$750.00
P-620-2-1	Reflective Media - Type I	SF	1,250.00	\$0.50	\$625.00
P-620-3-1-1	Paint Enhancements - Biocide Additive	SF	1,250.00	\$0.10	\$125.00
TWY Kilo - Clean and Restripe TWY Markings					
P-101-5-2	Cleaning of Existing Markings	SF	11,810.00	\$0.15	\$1,771.50
P-620-1-2	Runway/Taxiway Painting - Yellow	SF	3,955.00	\$0.27	\$1,067.85
P-620-1-3	Runway/Taxiway Painting - Black	SF	7,855.00	\$0.30	\$2,356.50
P-620-2-1	Reflective Media - Type I	SF	3,955.00	\$0.50	\$1,977.50
P-620-3-1-1	Paint Enhancements - Biocide Additive	SF	3,955.00	\$0.10	\$395.50
SUBTOTAL					\$52,063.65
S-105-1-1	MOBILIZATION			10%	\$5,206.37
TOTAL					\$57,270.02

Scope of Work: This proposal for work shown the MARKING EXHIBIT provided by Hoyle Tanner dated FEB 2024 to be complete during DAYTIME operations. A high capacity clean water source and disposal site to be provided by customer. MOT to be provided by customer.

Specifications: Work shall be completed in accordance with the current FAA Advisory Circular 150/5370 Standards for Specifying Construction of Airports, 150/5340 Standards for Airport Markings, Innovative Pavement Research Foundation IPRF01-G-002-05-1 Airfield Marking Handbook, and Florida Administrative Code Chapter 14-60 Airport Licensing, Registration, and Airspace Protection.

Submitted By: Lisandro Rosales
Program Manager
Florida Airfield Maintenance, JV

Accepted By: _____

Date: _____

SCOPE OF SERVICES
AIRFIELD REMARKING
CONSTRUCTION ADMINISTRATION AND CEI SERVICES
at the
LEESBURG INTERNATIONAL AIRPORT

The following parties are referred to hereafter: CITY (Owner-City of Leesburg), ENGINEER (Owner's Engineer - Hoyle, Tanner & Associates, Inc.), and FDOT (Florida Department of Transportation - Aviation Division).

A. PROJECT DESCRIPTION

The work can be generally described as the Construction Administration and Construction Engineering Inspection services for the Remarkings of Runway 4/22, Taxiway Bravo, and Taxiway Kilo, herein referred to as the PROJECT.

1. Runway 4/22 Remarkings

Runway numerals, centerlines, threshold markings, aiming point markings, and taxiway lead-in lines will be cleaned and re-marked for the entire length of the runway. Marking of the proposed project will be in accordance with FAA AC 150/5340-1M standards.

2. Taxiway Bravo and Taxiway Kilo Remarkings

Taxiway centerlines, taxiway intermediate hold position, and mandatory runway hold position markings will be cleaned and re-marked. Marking of the proposed project will be in accordance with FAA AC 150/5340-1M standards.

B. BASIC SERVICES

1. Construction Administration (21 Calendar Day Construction)

- a. Conduct Preconstruction Conference: Prepare for, attend, and conduct one preconstruction conference with the contractor, City, and airport users to discuss in detail the requirements and responsibilities for items such as the contractor's responsibility for safety, etc. ENGINEER will prepare the minutes of the preconstruction conference and distribute them to the list of attendees.
- b. Office Support: Provide office support during construction, i.e., set up files, prepare correspondence, prepare change orders, and review daily construction reports.
- c. Site Visits: One site visit will be conducted by the ENGINEER during construction.

- d. Review Pay Requests: Review the contractor's applications for payment and accompanying data and schedules. Based on on-site observations as a professional, experienced, and qualified in construction observation, ENGINEER shall determine the amount owing to the contractor and recommend in writing, payments to the contractor in such amounts; such recommendations of payment will constitute a representation to the CITY based on such observations and review, that the work has progressed to the point indicated and that, to the best of his knowledge, information and belief, the quality of the work is in accordance with the Contract Documents. ENGINEER will review requests for payment for materials stored and monthly submittals of releases of liens, but will not be deemed to have represented that he has made an examination to determine how or for what purposes the contractor has used the monies on account of the Contract Price, or that title to any of the contractor's work, materials or equipment has passed to the CITY free and clear of any lien, claims, security interests and encumbrances.
- e. Perform Final Inspection of the completed PROJECT.
- f. Review Contractor's Record Information: Review record information maintained by the contractor during the course of the construction project.

C. SPECIAL SERVICES

1. Resident Project Representative

The CONSULTANT will furnish full-time RPR services throughout the estimated 21 calendar day construction period for the PROJECT. The RPR will in general:

- a. Be present five workdays per week (50 hours per week) to observe the construction activities for conformance with the intent of the design and FAA/FDOT standards. The engineer will provide a qualified construction resident engineer to observe that the construction is carried out in reasonable conformity with the contract documents and in accordance with the customary practices of professional engineers and consultants.
- b. Measure, compute, and/or monitor quantities of work performed and quantities of materials in-place for partial and final payments to the contractor. The resident engineer will prepare and maintain cost estimates and construction quantity estimates for use in preparing monthly payment reimbursement requests and for monitoring the progress of the consultant's work. The resident engineer will prepare daily construction progress reports of the construction activities that are observed and will submit the reports to the engineer for review. The resident engineer will prepare monthly construction summary reports of completed work that has been accepted and approved and will submit the reports to the engineer for review.
- c. Review and approve requests payments to the contractor, prior to forwarding to the CONSULTANT for further review and approval.
- d. Coordinate the construction activity with the SPONSOR and attend construction

meetings.

- e. Advise CONSULTANT of any construction problems, RFI's, and any necessary Change Order work, and make suggestions for resolution.
- f. Attend the pre-construction conference and final inspection.
- g. The resident engineer will be the engineer's primary contact with the contractor and their subcontractors during the course of construction. The resident engineer will be available to meet with the representatives of the owner, the state, and other interested parties at the project location. The resident engineer will coordinate and supervise the engineer's subconsultants and personnel who are performing on-site testing, surveying, or other project-related services.
- h. The resident engineer will monitor and coordinate the construction progress; will coordinate with the owner, the engineer, and the contractor; will provide construction oversight to ensure that the work is proceeding according to the construction contract documents; and will notify the engineer if problems, disputes, or changes arise during the course of construction.
- i. The resident engineer will assist the contractor with construction surveying to identify the limits of work, to locate physical features discovered during the course of construction, and to calculate quantities of materials either removed or utilized on the project

SUMMARY OF FEES
AIRFIELD REMARKING
CONSTRUCTION ADMINISTRATION AND CEI SERVICES
at the
LEESBURG INTERNATIONAL AIRPORT

BASIC SERVICES

Construction Administration	\$2,500
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SPECIAL SERVICES

Resident Project Representative	\$22,000
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TOTAL FEES FOR SERVICES *	\$24,500
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* Lump Sum

**Construction Engineering Consulting Services for Leesburg International Airport Airfield Remarking
Manhours, Overhead, Profit, and Expenses Analysis**

[illegible]

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.7.

Meeting Date: July 22, 2024

From: Robert Hicks, (Deputy City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the City Manager and City Clerk to terminate an Agreement for Pre-Construction Service between the City of Leesburg, Florida and ALLSTATE CONSTRUCTION, INC. and authorizing the City Manager to compensate the contractor up to \$50,000 for services rendered; and providing an effective date.

Staff Recommendation:

Staff recommends approving the Resolution authorizing the City Manager to terminate the Agreement for Pre-Construction Services between the City of Leesburg, Florida and ALLSTATE CONSTRUCTION, INC. and authorizing the City Manager to compensate the contractor up to \$50,000 for services rendered to date.

Analysis:

On November 14, 2022, the City entered into an Agreement with ALLSTATE CONSTRUCTION, INC. to provide Construction Manager at Risk (CMaR) services for the City's athletic facility/ field renovations and marina improvement projects. It has since been determined it is in the best interest of the City to exercise Section 7. of the contract: Termination for Convenience with a seven (7) calendar day notice effective immediately upon approval of the resolution. The City will continue both projects under the Design-Bid-Build (DBB) construction project delivery method. It is the City's belief that this method will allow for greater transparency, design control, and significant cost savings.

Procurement Analysis:

N/A

Options:

1. Adopt the Resolution as proposed; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The current Capital Projects budget includes funding for the Susan Street and Marina Projects.

Account No. 031-8125-572-3130

Project No. 310081

WF No.	1471073 & 1454563
Available	\$50,000.00

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE CITY MANAGER AND CITY CLERK TO
TERMINATE AN AGREEMENT FOR PRE-CONSTRUCTION SERVICE
BETWEEN THE CITY OF LEESBURG, FLORIDA AND ALLSTATE
CONSTRUCTION, INC. AND AUTHORIZING THE CITY MANAGER TO
COMPENSATE THE CONTRACTOR UP TO \$50,000 FOR SERVICES
RENDERED; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Allstate Construction, Inc. and the City of Leesburg entered into an Agreement for Pre-Construction Services to provide Construction Manager at Risk (CMaR) services for the City's athletic facility (Susan Street Project) and Marina improvement project.

WHEREAS, the City of Leesburg is exercising Section 7. Of the contract; Termination for Convenience, and

WHEREAS, the City of Leesburg will continue the aforementioned projects under the Design-Bid-Build project delivery method, and

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

THAT the City Commission authorizes the City Manager to terminate an Agreement for Pre-Construction Services between the City of Leesburg, Florida and ALLSTATE CONSTRUCTION, INC. and

THAT the City Manager is authorized to compensate the contractor up to \$50,000 for services rendered to date, and

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 22nd day of July 2024.

Mayor

ATTEST:

City Clerk

**AGREEMENT FOR
PRE-CONSTRUCTION SERVICES**

THIS AGREEMENT is made as of the 14th day of November in the year 2022, between **THE CITY OF LEESBURG**, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749 (hereinafter referred to as the “CITY”), and **ALLSTATE CONSTRUCTION, INC.** whose address is 1301 SW 37th Avenue, Ocala, Florida 34474 (hereinafter referred to as the “CONSTRUCTION MANAGER or CM”).

RECITALS:

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

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

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

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

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

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

- a. This Agreement; and
- b. Supplemental Conditions attached as Attachment ‘A’, and
- c. Preconstruction Services Proposal attached as Attachment ‘B’; and
- d. The CONSTRUCTION MANAGER’S response to RFQ 220263 made electronically on August 23, 2022 at 9:49 AM EST.

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

a. **Pre-Construction Services.**

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

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

iii **Estimates/Estimating.**

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

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

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

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

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

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

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

- a. **Pre-Construction Services.** The amount for Pre-Construction Services for the Athletic Facility/Field Renovation will not exceed **\$23,569.00** as detailed in Attachment 'C'.
- b. **Pre-Construction Services.** The amount for Pre-Construction Services for the Marina Improvements will not exceed **\$16,228.00** as detailed in Attachment 'C'.

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

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

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

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

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

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

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

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

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

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

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

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

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

9. **Insurance Requirements.**

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

- i All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least A: VII.
- ii The CONSTRUCTION MANAGER shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractors' work.
- iii The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater. iv. The required insurance shall not limit the liability of the CONSTRUCTION MANAGER. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the CONSTRUCTION MANAGER's interests or liabilities, but are merely required minimums.
- iv The provisions of the required insurance are subject to the approval of the City's Risk Manager, and upon request, the CONSTRUCTION MANAGER shall make available certified copies of the various policies for inspection.
- v All liability insurance, except professional liability, shall be written on an occurrence basis.
- vi The CONSTRUCTION MANAGER waives its right of recovery against the CITY to the extent permitted by its insurance policies.
- vii Insurance required of the CONSTRUCTION MANAGER, or any other insurance of the CONSTRUCTION MANAGER shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims which arise out of the agreement, Contract or lease.

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

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

agreement, Contract or lease.

- ii The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows: City of Leesburg, Attn: Purchasing Manager, P.O. Box 490630, Leesburg, Florida 34749-0630.
- iii The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
- iv The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.
- v The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.
- vi The CONSTRUCTION MANAGER, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the CONSTRUCTION MANAGER's liability coverage(s).

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

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

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

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

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

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

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

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

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

by CONSTRUCTION MANAGER in a format that is compatible with the information technology systems of the CITY.

IF THE CONSTRUCTION MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONSTRUCTION MANAGER'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.

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

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

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

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

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

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

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

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

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

21. **No Third-Party Beneficiaries.** This Agreement gives no rights or benefits to anyone other than the CONSTRUCTION MANAGER and the CITY.

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

23. **Approval of Personnel.** The CITY reserves the right to approve the contact person

and the persons actually performing the services on behalf of CONSTRUCTION MANAGER pursuant to this Agreement. If CITY, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of CONSTRUCTION MANAGER pursuant to this Agreement, CITY may require CONSTRUCTION MANAGER assign a different person or persons be designated to be the contact person or to perform the CONSTRUCTION MANAGER services hereunder. **Disclosure of Conflict.** The CONSTRUCTION MANAGER has an obligation to disclose to the CITY any situation that, while acting pursuant to this Agreement, would create a potential conflict of interest between the CONSTRUCTION MANAGER and his duties under this Agreement.

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

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

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

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

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

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

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

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

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

[Signature page follows.]

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

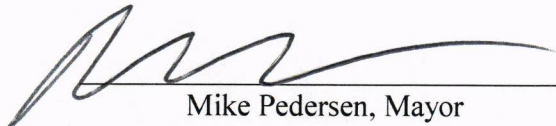
ALLSTATE CONSTRUCTION, INC.

By: M. Scott Brewer
M. Scott Brewer (Nov 9, 2022 10:18 EST)

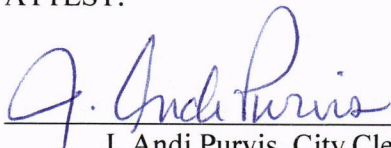
Printed: Scott Brewer

Its: President
(Title)

CITY OF LEESBURG, FLORIDA


Mike Pedersen, Mayor

ATTEST:


J. Andi Purvis, City Clerk

Approved as to form:


William Watson, City Attorney

ATTACHMENT 'A'
SUPPLEMENTAL CONDITIONS

1. DEFINITIONS

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

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

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

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

2. INSPECTION OF WORK

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

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

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

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

3. GENERAL QUALITY AND STANDARDS

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

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

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

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

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

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

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

4. PROJECT COORDINATION

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

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

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

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

5. SUPERVISION

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

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

6. CONSTRUCTION SUPERINTENDENT

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

7. WAGE RATES/EQUAL EMPLOYMENT OPPORTUNITY

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

8. SUBCONTRACTS

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

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

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

9. PRE-CONSTRUCTION MEETING

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

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

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

10. ORDER OF COMPLETION

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

11. MATERIALS AND EQUIPMENT SCHEDULES

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

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

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

12. SUBMITTAL REQUIREMENTS OF CONSTRUCTION MANAGER

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

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

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

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

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

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

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

13. CHANGES IN THE WORK

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

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

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

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

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

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

14. DETAIL DRAWINGS AND INSTRUCTIONS

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

15. OWNERSHIP OF DRAWINGS

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

16. SURVEYS, PERMITS AND REGULATIONS

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

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

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

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

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

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

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

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

17. ROYALTIES AND PATENTS

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

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

PROTECTION OF WORK AND PROPERTY

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

18. DEDUCTIONS FOR UNCORRECTED WORK

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

19. DELAYS AND EXTENSION OF TIME

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

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

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

20. CORRECTION OF WORK BEFORE FINAL PAYMENTS

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

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

21. THE CITY'S RIGHT TO DO WORK

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

22. SUSPENSION OF WORK

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

23. SUSPENSION OF WORK DUE TO SAFETY VIOLATION

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

24. REMOVAL OF EQUIPMENT

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

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

25. USE OF COMPLETED PORTIONS

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

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

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

26. PROMPT PAYMENT

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

27. APPLICATION FOR PAYMENT

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

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

The CITY shall not be required to issue progress payments pursuant to the draw schedule until the CITY has verified, by on-site inspection, that construction has in fact progressed to the stage at which a draw is required and that the work done and materials furnished are in compliance with the Contract Documents, and all applicable technical codes. The final draw due upon "completion" shall not be payable until the CITY, 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.

28. PAYMENTS WITHHELD

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

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

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

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

29. FINAL PAYMENT APPLICATION

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

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

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

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

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

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

30. CONSTRUCTION MANAGER'S CONTINUING OBLIGATION

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

31. DAMAGES

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

32. COMPLETION OF WORK

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

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

33. ACCEPTANCE OF FINISHED WORK

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

34. GUARANTY

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

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

35. INDEMNITY

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

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

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

36. ASSIGNMENT

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

37. RIGHTS OF VARIOUS INTERESTS

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

38. SEPARATE CONTRACTS

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

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

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

39. ACCESS TO RECORDS

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

40. EXECUTION, CORRELATION AND INTENT OF DOCUMENTS

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

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

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

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

41. FAMILIARITY WITH LAWS

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

42. SALES TAX

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

43. CLARIFICATIONS AND INTERPRETATIONS OF CONTRACT DOCUMENTS

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

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

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

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

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

44. LIMITATIONS ON ENGINEER'S RESPONSIBILITIES

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

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

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

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

45. RECORD DOCUMENTS

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

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

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

46. REVIEW OF APPLICATION FOR PROGRESS PAYMENT

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

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

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

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

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

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

47. INSPECTIONS, CORRECTION, REMOVAL OF DEFECTIVE WORK

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

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

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

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

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

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

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

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

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

48. ARBITRATION

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

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

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

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

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

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

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

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

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

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

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

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

[END OF ATTACHMENT 'A']



10-28-22

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

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

Aaliyah,

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

30% Design Estimate

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

50% Design Estimate

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

GMP Creation:

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

Initial Preconstruction Fee: \$23,569

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

Sincerely,

ALLSTATE CONSTRUCTION, INC.

Andrew Wellman
Operations Manager

PRECONSTRUCTION FEE WORKSHEET

Project: City of Leesburg - Athletic Facility

Allstate Construction, Inc.
10/27/22

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

SUBTOTAL

\$23,569

OH&P

-

TOTAL PRECONSTRUCTION

\$23,569

30% Design Estimate

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- GMP Finalization



11-4-22

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

Re: Preconstruction Services Proposal
Project: Venetian Cove Marina Improvements
Leesburg, FL

Aaliyah,

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

Concept Estimate

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

50% Design Estimate

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- Site Visit with Subcontractors providing Budgetary Information
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- Material Availability Review
- Phasing Plan and Schedule Creation
- Bid Advertisement
- Subcontractor Solicitation
- Bidder Prequalification Process
- GMP Preparation
- Design Team and Owner Review Meetings
- GMP Finalization

Initial Preconstruction Fee: \$16,228

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

Sincerely,

ALLSTATE CONSTRUCTION, INC.

Andrew Wellman
Operations Manager

PRECONSTRUCTION FEE WORKSHEET

Project: City of Leesburg - Marina

Allstate Construction, Inc.
11/4/22

Description	Rates (\$/hr)	Concept Estimate		Progress Estimate at 50% Design		GMP & Bid Process		Total Hours	Total (\$)
Staffing									
Project Director	\$65.00	12.00 hrs	\$780	4 hrs	\$260	10 hrs	\$650	22	\$1,690
Project Manager	60.00	10.00 hrs	\$600	4 hrs	\$240	20 hrs	\$1,200	30	\$2,040
Preconstruction Manager	53.00	20.00 hrs	\$1,060	8 hrs	\$424	8 hrs	\$424	28	\$1,908
Estimating	54.00	20.00 hrs	\$1,080	20 hrs	\$1,080	20 hrs	\$1,080	40	\$3,240
Clerical	37.25	hrs	\$0	0 hrs	\$0	0 hrs	\$0	0	\$0
Superintendent	40.00	hrs	\$0	0.00 hrs	\$0	0.00 hrs	\$0	0	\$0
Project Engineer	35.00	hrs	\$0	0.00 hrs	\$0	0.00 hrs	\$0	0	\$0
					\$0				
Subtotal Direct Labor		hrs	\$3,520		\$2,004		\$3,354	120	\$8,878
Labor Burden Multiplier (49%)	1.4900		1,725		\$982		1,643		\$4,350
Total Labor Cost			\$5,245		\$2,986		\$4,997		\$13,228
Other									
Exploration of Existing Utilities									\$3,000
Document Reproduction			\$300		in GMP		in GMP		\$0
Cell Phone / Data			\$0		-		-		\$0
Vehicle Allowances	\$8.00	30.00	\$240	miles	\$0	miles	\$0		\$0
Permitting - In GMP			-		in GMP		in GMP		\$0
Totals			\$5,785		\$2,986		\$4,997		

SUBTOTAL

\$16,228

OH&P

-

TOTAL PRECONSTRUCTION

\$16,228

Concept Estimate

- Initial Site Visit
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Agreement_Allstate_220263

Final Audit Report

2022-11-09

Created:	2022-11-09
By:	aaliyah davis (aaliyah.davis@leesburgflorida.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAU6Jqdo9y9m2lteUZV614rSKWE4MIb-1

"Agreement_Allstate_220263" History

-  Document created by aaliyah davis (aaliyah.davis@leesburgflorida.gov)
2022-11-09 - 2:34:19 PM GMT- IP address: 8.26.112.25
-  Document emailed to awellman@allstateconstruction.com for signature
2022-11-09 - 2:35:11 PM GMT
-  Email viewed by awellman@allstateconstruction.com
2022-11-09 - 3:16:40 PM GMT- IP address: 47.206.90.133
-  Signer awellman@allstateconstruction.com entered name at signing as M. Scott Brewer
2022-11-09 - 3:17:58 PM GMT- IP address: 47.206.90.133
-  Document e-signed by M. Scott Brewer (awellman@allstateconstruction.com)
Signature Date: 2022-11-09 - 3:18:00 PM GMT - Time Source: server- IP address: 47.206.90.133
-  Agreement completed.
2022-11-09 - 3:18:00 PM GMT



Adobe Acrobat Sign

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.8.

Meeting Date: July 22, 2024

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Post-Closing Occupancy Modification and Extension Agreement between the City of Leesburg and Dance Dynamix, LLC; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the Post-Closing Occupancy Modification and Extension Agreement.

Analysis:

With the purchase of the Tropic Theater, the City is ready to take possession of the facility on August 1st. However, many of the planned activities for the facility will not be ready to move into the building until January 1, 2025. Dance Dynamics has requested a lease of the facility from September 1 through the end of the year. This timing works well for the city and can provide a small amount of use revenue until the city formally changes uses of the facility.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

None.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
POST-CLOSING OCCUPANCY MODIFICATION AND EXTENSION
AGREEMENT BETWEEN THE CITY OF LEESBURG AND DANCE
DYNAMIX, LLC; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized to execute a Post-Closing Occupancy Modification and Extension Agreement with Dance Dynamix, LLC, whose address is 121 Market Street, Leesburg, Florida 34748.

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 22nd day of July 2024.

Mayor

ATTEST:

City Clerk

POST-CLOSING OCCUPANCY MODIFICATION AND EXTENSION AGREEMENT

THIS POST-CLOSING OCCUPANCY MODIFICATION AND EXTENSION AGREEMENT (the "Modification Agreement") is made and entered into this _____ day of _____, 2024, by and between THE CITY OF LEESBURG, FLORIDA, a Florida municipal corporation, whose address is 501 West Meadow Street, Leesburg, Florida 34748 (the "City") and DANCE DYNAMIX LLC, a Florida limited liability company, whose address is 121 Market Street, Leesburg, Florida 34748 ("Dance").

WHEREAS, the City recently acquired the real property described more particularly on Exhibit "A" attached hereto (the "Property") from Dance;

WHEREAS, contemporaneously with the closing, the City and Dance entered into a written Post-Closing Occupancy Agreement which provided for Dance to continue occupying the Property through August 1, 2024, among other terms and conditions (the "Agreement"); and

WHEREAS, the parties wish to modify and/or replace certain terms and conditions of the Agreement as set forth more particularly below:

NOW, THEREFORE, in consideration of the foregoing, and of the mutual promises and covenants of the parties set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. Recitals. The recitals set forth above are true and correct and are incorporated herein.
2. Premises. Upon the Effective Date hereof, Dance shall use and possess only the portion of the Property described and/or depicted on Exhibit "B" attached hereto (the "Premises"). All portions of the Agreement which provide for terms and conditions applicable to Dance's use and possession of the Property shall now instead apply to Dance's use and possession of the Premises.
3. Term. Dance shall fully and completely vacate all portions of the Property except for the Premises on or before August 31, 2024, at 11:59 p.m. Eastern Standard Time. Dance shall fully and completely vacate the Premises on or before December 31, 2024, at 11:59 p.m. Eastern Standard Time. Dance shall return possession of the Property and Premises to the City in a condition equivalent to or better than that which exists on May 1, 2024.
4. Rent. Commencing on August 1, 2024, Dance shall pay rent to the City for the Premises in the amount of \$3,000.00 per month, plus any applicable sales tax. All monthly rent payments are due in advance, on or before the first (1st) day of each month and shall be considered late if not delivered to the City on or before the fifth (5th) day of each month. Dance is responsible for any sales or use taxes due or otherwise payable in connection with this Agreement and/or Dance's use or occupancy of the Property during the term of this Agreement. All rent is payable to the City when due without demand, setoff, or abatement.
 - a. Utilities – Dance shall pay 50% of the utilities during this lease. Utilities shall include water, sewer, electric and solid waste. Dance shall be fully responsible for any communication utility services, such as include phone, wi-fi, internet service.
5. Miscellaneous. The Agreement, as modified by this Modification Agreement, is the only agreement between the parties with respect to Dance's use and/or possession of the Property and/or Premises. This Modification Agreement may only be modified by a written instrument executed by both parties. Except as modified by this Modification Agreement, the terms and conditions of the Agreement (as applied to the Premises) shall remain in full force and effect. If any provision of this Modification Agreement is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect. Venue for any action arising out of or related to Agreement, this Modification Agreement, and/or Dance's use and possession of the Property and/or Premises shall lie exclusively in a court of competent jurisdiction in and for Lake County, Florida.

6. Waiver of Jury Trial. The City and Dance knowingly, intentionally, and voluntarily waive trial by jury in any action, proceeding, or counterclaim involving any matter whatsoever arising out of or in any way connected with the Agreement, this Modification Agreement, the Property, the Premises, and/or Dance's use or possession of the Property or Premises.

7. Effective Date. This Modification Agreement is effective on August 1, 2024.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals on the date written below.

THE CITY OF LEESBURG, FLORIDA,
a Florida municipal corporation

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

Date: _____

Attest:

J. Andi Purvis, City Clerk

DANCE DYNAMIX LLC, a Florida limited
liability company,

By: _____
Terri A. Hicks, President

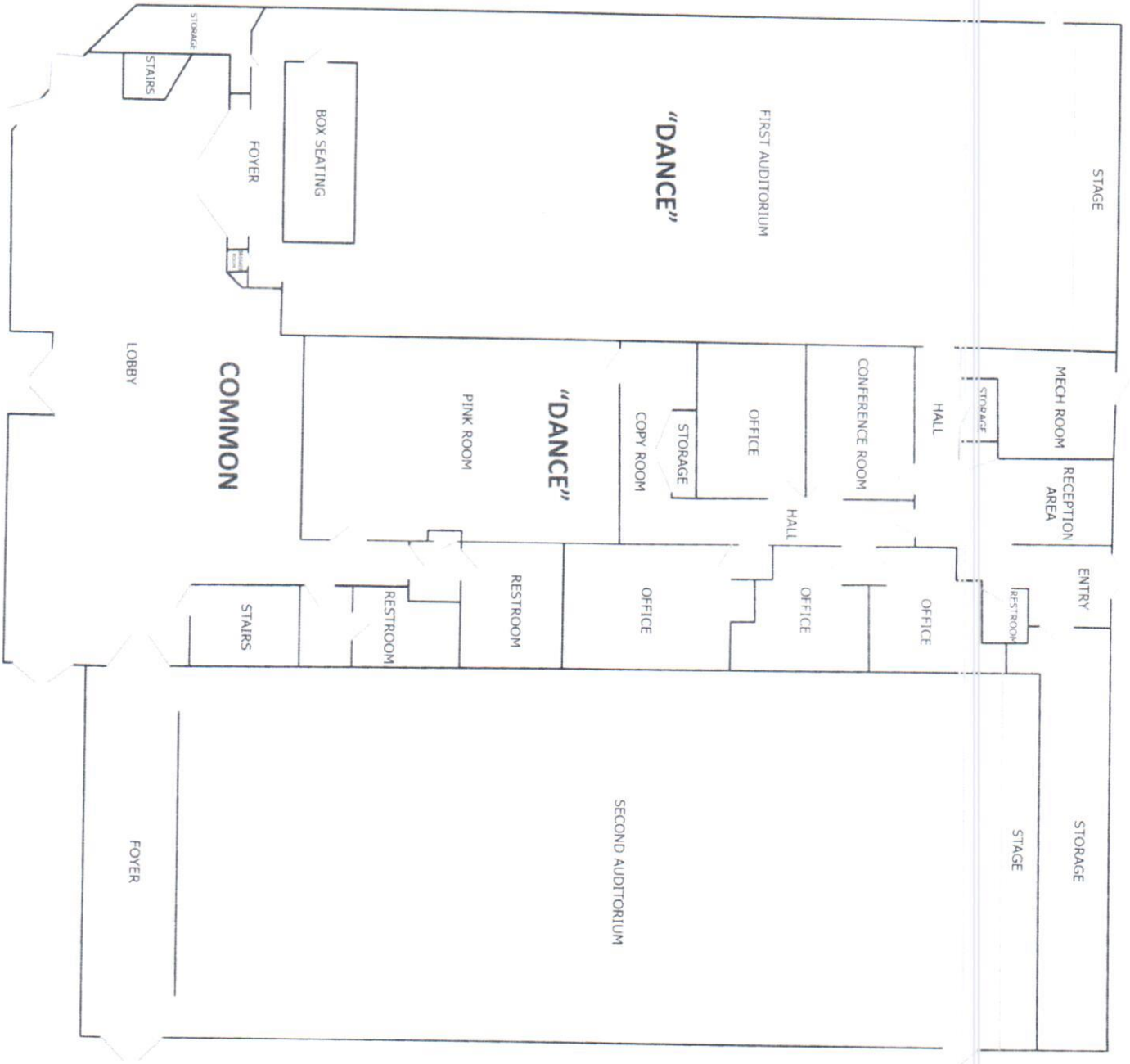
EXHIBIT "A"
(Legal Description of Property)

Lot 1 1/2, 2 and 3, North of Main Street, OFFICIAL PLAT OF THE CITY OF LEESBURG, according to the map or plat thereof as recorded in Plat Book 2, Page 19, Public Records of Lake County, Florida.

Parcel Identification Numbers: 26-19-24-2600-000-00200
26-19-24-2600-000-00103

Tropic Theater First Floor

EXHIBIT "B"



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.1.

Meeting Date: July 22, 2024

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, amending the boundary lines of the Village Community Development District No. 14, pursuant to chapter 190, Florida Statutes; and providing an effective date. (Villages CDD 14 Amendment)

Staff Recommendation:

The Planning and Zoning Staff recommend approval of the request to amend the boundaries of the Villages of West Lake CDD No. 14.

Analysis:

This item is a request from the Villages of West Lake to amend the current boundaries of Community Development District No. 14, which was created under Ordinance 21-20. This action will reduce the overall size of the district from 2,385.2 +/- acres, to 1,013.1 acres, a reduction of 1,372.1 acres, more or less. Attached are maps under exhibits 1, 2, and 3, showing the current land area of CDD No. 14, the area to be removed from the district, and the revised area.

Community Development Districts are permitted under Chapter 190, Florida statutes, and are a form of special purpose district which can be created to manage, finance and deliver basic community development services. These services can include, but are not limited to, the financing, finding, construction and operation of water and wastewater systems, roads, bridges, transit shelters, environmental, conservation mitigation areas and parks, plus schools and security measures. Each CDD is specific to a described area, with no zoning, development permitting or police power, and has no authority to encumber debt to a local government. Each district must remain in compliance with the local governments' comprehensive plan.

Procurement Analysis:

N/A

Options:

1. Approve the proposed amendment to the boundary of CDD No. 14 or,
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

No fiscal impact is anticipated as a result of this action. CDD's have no authority to encumber debt to a local government.

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, AMENDING THE
BOUNDARY LINES OF THE VILLAGE COMMUNITY DEVELOPMENT
DISTRICT NO. 14, PURSUANT TO CHAPTER 190, FLORIDA STATUTES;
AND PROVIDING AN EFFECTIVE DATE. (VILLAGES CDD 14
AMENDMENT)**

WHEREAS, on July 26, 2021, the City Commission adopted Ordinance No. 21-30 establishing the Village Community Development District No. 14, pursuant to Chapter 190, Florida Statutes, providing for authority and power of the District, providing for the Board of Supervisors of the District, providing for the District budget, providing for functions of the District, providing for miscellaneous provisions, and providing for an effective date; and

WHEREAS, The Village Community Development District No. 14 (the "Petitioner") has petitioned the City Commission for the City of Leesburg, Florida, (the "City") to adopt an ordinance amending the District Boundary Lines, pursuant to Chapter 190, Florida Statutes; and

WHEREAS, the City has considered and finds that the proposed amended boundary lines are not inconsistent with any element or portion of the applicable Comprehensive Plan; and

WHEREAS, the City has considered and finds that the area of land within the amended District is a sufficient size, and is sufficiently compact, and is sufficiently contiguous to be developed as a functional interrelated community; and

WHEREAS, the City has considered and finds that the amended District is the best alternative for delivering the community development services and facilities to the area that will be served by the District; and

WHEREAS, the City has considered and finds that the community development services and facilities of the amended District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities; and

WHEREAS, the duly noted public hearing on the petition was held prior to the adoption of this Ordinance amending the District boundary lines.

NOW THEREFORE, BE IT ORDAINED by the City Commission of the City of Leesburg, Florida, as follows:

SECTION 1. AUTHORITY. This ordinance is adopted in compliance with and pursuant to the Uniform Community Development Act of 1980, Chapter 190, Florida Statutes, (2024) as amended.

SECTION 2. EXTERNAL BOUNDARIES OF THE DISTRICT. The external boundaries of the District are amended and described in the exhibits attached hereto, including Exhibits 1-8.

SECTION 3. SEVERABILITY. If any provision of this ordinance, or application therefore, is finally determined by a Court of competent jurisdiction to be invalid, illegal or unenforceable, such provision

shall be deemed to be severable, and the remaining provisions shall continue in full force and effect provided that the invalid, illegal, or unenforceable provision is not material to the logical and intended interpretation of this Ordinance.

SECTION 4. EFFECTIVE DATE. This ordinance shall take effect upon its passage and adoption pursuant to general law.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida at a regular meeting held on the 22nd day of July 2024.

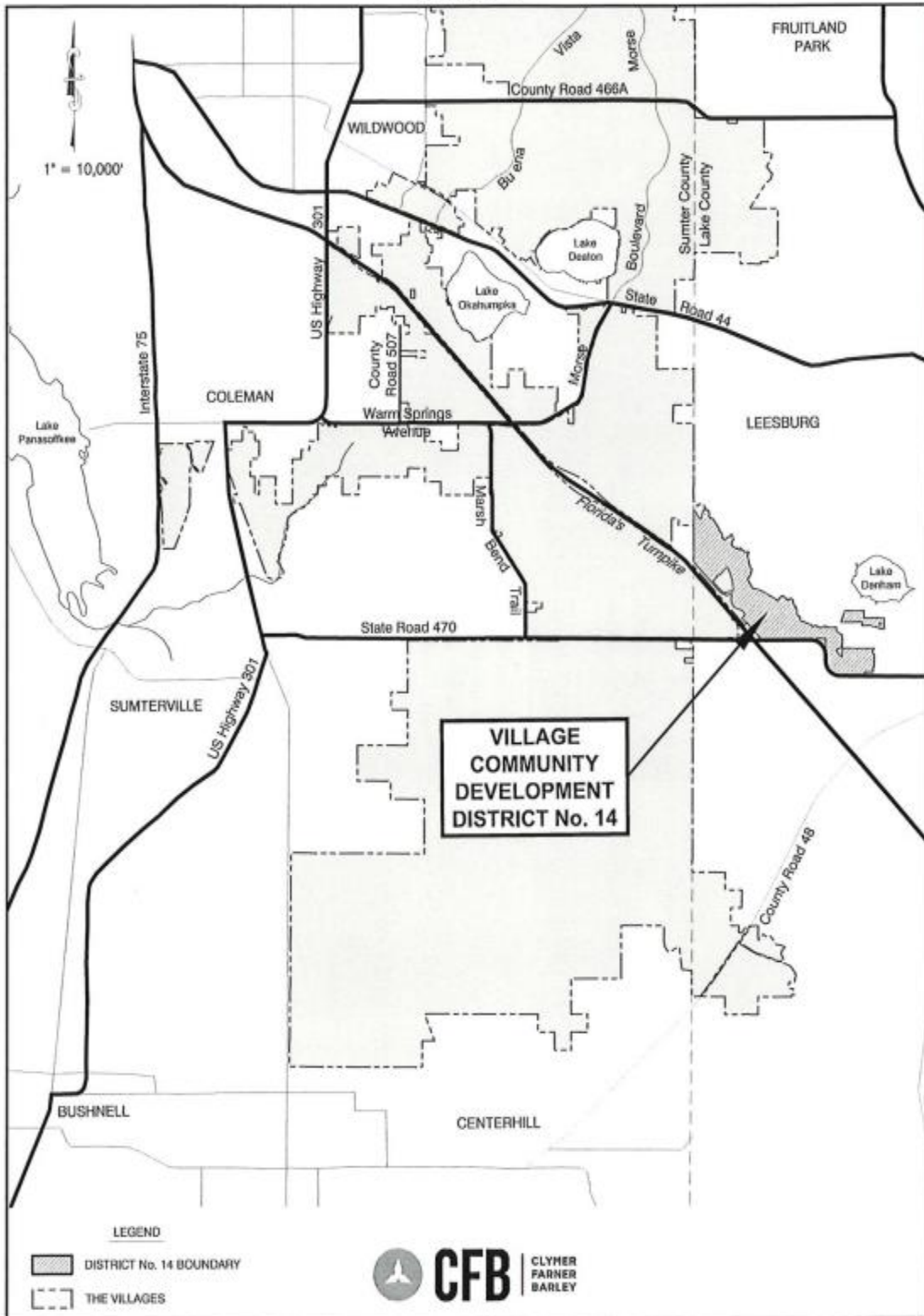
THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

EXHIBIT 1



GENERAL LOCATION MAP

EXHIBIT 2



VILLAGE COMMUNITY DEVELOPMENT DISTRICT No. 14

EXHIBIT 3



NET AREAS TO BE DELETED FROM VILLAGE COMMUNITY DEVELOPMENT DISTRICT No. 14

RESOLUTION NO. 2024-04

A RESOLUTION OF VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14 DIRECTING THE CHAIRMAN AND DISTRICT STAFF TO FILE A PETITION WITH THE CITY OF LEESBURG, FLORIDA REQUESTING THE PASSAGE OF AN ORDINANCE AMENDING THE DISTRICT'S BOUNDARIES, AND AUTHORIZING SUCH OTHER ACTIONS AS ARE NECESSARY IN FURTHERANCE OF THE BOUNDARY AMENDMENT PROCESS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Village Community Development District No. 14 (the "District") is a unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* ("Uniform Act"), by the City of Leesburg, Florida ("County") by passage of Ordinance No. 21-30 and subsequently amended by Ordinance No. 22-10;

WHEREAS, pursuant to the Uniform Act, the District is authorized to construct, acquire, and maintain infrastructure improvements and services including, but not limited to, roads, drainage collection and water management systems, bridges, water supply and distribution systems, wastewater and reuse systems;

WHEREAS, the District presently consists of 2,385.20 acres, more or less, as more fully described in the Ordinance;

WHEREAS, The Villages Land Company, LLC, ("Developer"), and its affiliates are presently developing real property within and adjacent to the District; and

WHEREAS, the Developer has approached the District and requested the District petition to amend its boundaries to comprise the area described in the attached **Exhibit 6**, in an effort to facilitate development of the overall lands as a functionally interrelated community and to promote compact and economical development of lands; and

WHEREAS, the proposed amendment to the District's boundaries would result 1,013.10 acres more or less, a deletion of 1,372.10 acres, more or less, the amendment size restrictions contained within §190.046(1), *Florida Statutes*; and

WHEREAS, the proposed boundary amendment is in the best interests of the District and the area of land within the proposed amended boundaries of the District will continue to be of sufficient size, sufficiently compact, and sufficiently contiguous to be developable as one functionally related community; and

WHEREAS, for the area of land that will lie in the amended boundaries of the District, the District is the best alternative available for delivering community development services and facilities; and

WHEREAS, the area of land that will lie in the amended boundaries of the District is amendable to separate special district government; and

WHEREAS, in order to seek boundary amendment pursuant to Chapter 190, *Florida Statutes*, the District desires to authorize District Staff, including but not limited to legal, engineering, and managerial staff, to provide such services as are necessary throughout the pendency of the boundary amendment process; and

WHEREAS, the retention of any necessary consultants and the work to be performed by District Staff may require the expenditure of certain fees, costs, and other expenses by the District as authorized by the District's Board; and

WHEREAS, the Developer has agreed to provide sufficient funds to the District to reimburse the District for any expenditures including, but not limited to, legal, engineering and other consultant fees, filing fees, administrative, and other expenses, if any; and

WHEREAS, the District desires to petition to amend its boundaries in accordance with the procedures and processes described in Chapter 190, *Florida Statutes*, which processes include the preparation of a petition to the County, the holding of a local hearing in accordance with §190.046(1), *Florida Statutes*, and such other actions as are necessary in furtherance of the boundary amendment process.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14, THAT:

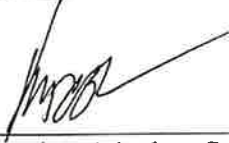
SECTION 1. The recitals as stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.

SECTION 2. The Board hereby directs the Chairman of the Board of Supervisors and District Staff to proceed in an expeditious manner with the preparation and filing of a petition and related materials with the County to seek the amendment of the District's boundaries to comprise the lands described in **Exhibit 6**, pursuant to Chapter 190, *Florida Statutes*, and authorizes the prosecution of the procedural requirements detailed in Chapter 190, *Florida Statutes*, for the amendment of the District's boundaries.

SECTION 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 11th day of January, 2024.

ATTEST:



Kenneth C. Blocker, Secretary

**VILLAGE COMMUNITY
DEVELOPMENT DISTRICT NO 14**

By: 

Dale Borrowman, Chairman

**PETITION TO AMEND THE BOUNDARY LINE OF
VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14**

Petitioner, Village Community Development District No. 14, a Florida Community Development District, petitions the City of Leesburg (hereinafter referred to as "City") pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, to adopt an ordinance to amend the boundary line of Village Community Development District No. 14 (the "District") and states as follows:

1. Petitioner is a Florida Community Development District with its principal place of business at 984 Old Mill Run, The Villages, Florida 32162.

2. The District presently comprises 2,385.2 acres. The amendment will decrease the District's size to 1,013.1 acres. A map showing the location of the amended boundary lines of the District is attached as **Exhibit 1**. All of the land in the existing District and in the amended boundary is within the City of Leesburg, Florida.

3. A metes and bounds legal description and sketch of the existing boundary of the District is attached as **Exhibit 2**.

4. A metes and bounds legal description and sketch of the external boundaries of the areas to be deleted from the District is attached as **Exhibit 3**.

5. Attached as **Exhibit 4** is documentation constituting written consent to amendment of the District Boundary by the owners of the real property to be deleted from the District.

6. The five (5) persons designated to serve as the Board of Supervisors of the District are named in **Exhibit 5**.

7. A metes and bounds legal description and sketch of the new boundary of the District is attached as **Exhibit 6**.

8. The name of the District remains Village Community Development District No. 14.

9. The proposed timetables and related estimates of cost to construct the District services and facilities, based upon available data, are attached as **Exhibit 7**.

10. The major trunk water mains, sewer interceptors, and outfalls currently in existence on the property to be serviced by the District are identified on **Exhibit 8** attached hereto.

11. All of the property to be included in the amended District, will be designated Age Restricted Development (ARD) pursuant to the approved development plan of the Villages of West Lake.

9. 12. The Statement of Estimated Regulatory Costs of the District is attached as Exhibit

WHEREFORE, Petitioner respectfully requests the City of Leesburg to:

A. Schedule a public hearing on _____ to consider this Petition filed pursuant to the uniform procedures set forth in Section 190.005(2), Florida Statutes.

B. Grant the Petition and adopt an ordinance to amend the boundary line of the District.

RESPECTFULLY SUBMITTED this 11th day of January, ²⁰²¹~~2023~~.

**VILLAGE COMMUNITY DEVELOPMENT
DISTRICT NO. 14**

By: C. Dale Borrowman
Dale Borrowman, Chairman

EXHIBIT 1

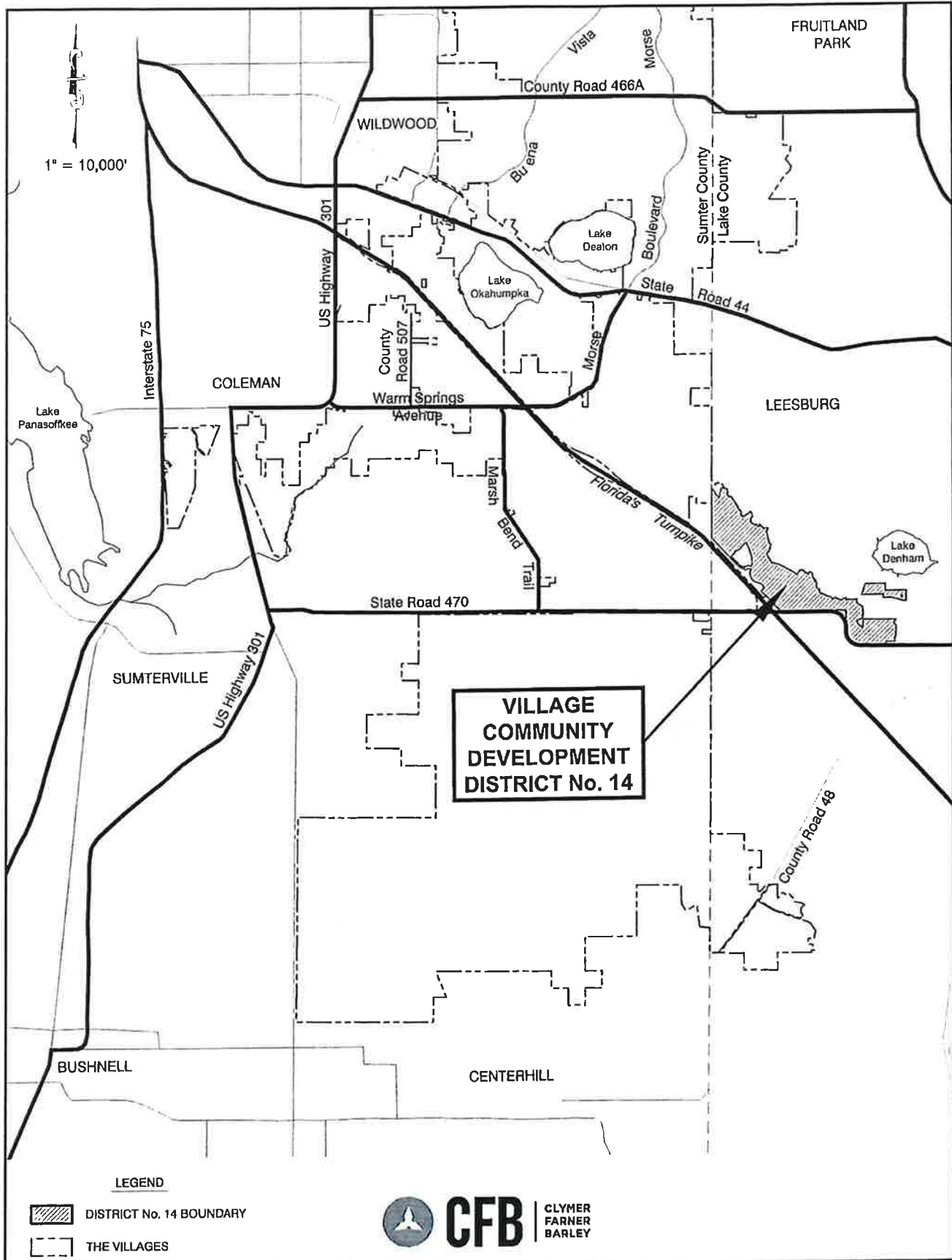
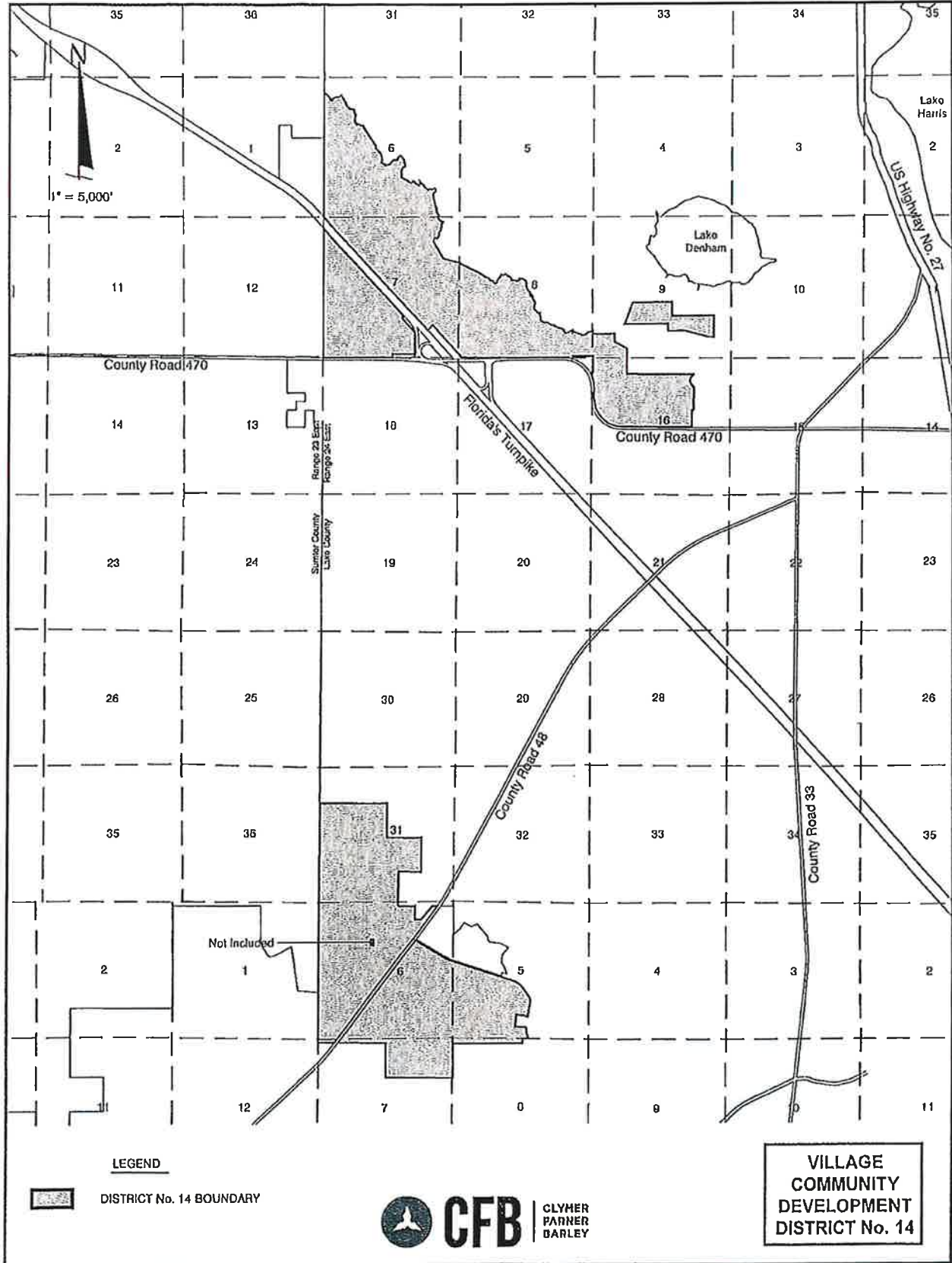


EXHIBIT 2



VILLAGE COMMUNITY DEVELOPMENT DISTRICT No. 14

EXHIBIT "2"

DESCRIPTION OF THE EXISTING VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14 APPROXIMATELY 2,385.2 ACRES

A PORTION OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF AFORESAID SECTION 7; THENCE ALONG THE WEST LINE THEREOF RUN N00°36'58"E, 2,377.49 FEET TO THE WESTERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE; THENCE DEPARTING SAID WEST LINE AND ALONG SAID WESTERLY RIGHT OF WAY LINE RUN S42°26'19"E, 4,618.14 FEET TO THE BOUNDARY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1719, PAGE 874, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THE FOLLOWING FIVE (5) COURSES BEING ALONG THE BOUNDARY LINE OF SAID LANDS: DEPARTING SAID WESTERLY RIGHT OF WAY LINE RUN S47°33'41"W, 100.00 FEET; THENCE S40°22'13"E, 738.95 FEET; THENCE S00°35'33"W, 850.09 FEET; THENCE N89°24'47"W, 850.00 FEET; THENCE S00°35'13"W, 130.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 470; THE FOLLOWING TWO (2) COURSES BEING ALONG SAID NORTHERLY RIGHT OF WAY LINE: RUN N89°24'47"W, 65.18 FEET; THENCE N89°23'45"W, 2,649.62 FEET TO THE WEST LINE OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 7; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE AND ALONG SAID WEST LINE RUN N00°36'58"E, 2,604.18 FEET TO THE POINT OF BEGINNING.

AND

A PORTION OF SECTIONS 6, 7, 8, 9, 16 AND 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE WEST 1/4 CORNER OF SAID SECTION 6; THENCE RUN NORTH 00°39'41" EAST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 1646.12 FEET TO A POINT OF CURVATURE OF A 533.18 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST WHOSE RADIUS POINT BEARS SOUTH 31°46'39" WEST; THENCE DEPARTING SAID WEST LINE, RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°10'34" AN ARC DISTANCE OF 57.47 FEET; THENCE ALONG A NON-TANGENT LINE RUN SOUTH 52°02'45" EAST, A DISTANCE OF 47.57 FEET TO A POINT OF CURVATURE OF A 471.50 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 33°47'25" AN ARC DISTANCE OF 278.07 FEET TO A POINT OF REVERSE CURVE OF A 478.50 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 40°38'06" AN ARC DISTANCE OF 339.36 FEET TO A POINT OF REVERSE CURVE OF A 521.50 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°29'45" AN ARC DISTANCE OF 131.94 FEET; THENCE ALONG A RADIAL LINE RUN NORTH 45°36'19" EAST, A DISTANCE OF 38.00 FEET; THENCE RUN NORTH 14°28'59" EAST, A

DISTANCE OF 685.20 FEET; THENCE RUN SOUTH 80°46'10" EAST, A DISTANCE OF 345.42 FEET; THENCE RUN SOUTH 82°49'12" EAST, A DISTANCE OF 85.20 FEET; THENCE RUN SOUTH 39°42'02" EAST, A DISTANCE OF 45.75 FEET; THENCE RUN SOUTH 14°23'50" WEST, A DISTANCE OF 70.58 FEET; THENCE RUN SOUTH 29°58'34" EAST, A DISTANCE OF 76.07 FEET; THENCE RUN SOUTH 23°08'46" EAST, A DISTANCE OF 39.04 FEET; THENCE RUN SOUTH 11°00'19" WEST, A DISTANCE OF 95.71 FEET; THENCE RUN SOUTH 09°22'14" WEST, A DISTANCE OF 123.51 FEET; THENCE RUN SOUTH 09°41'56" EAST, A DISTANCE OF 80.26 FEET; THENCE RUN SOUTH 43°34'44" EAST, A DISTANCE OF 98.73 FEET; THENCE RUN NORTH 76°35'25" EAST, A DISTANCE OF 50.82 FEET; THENCE RUN SOUTH 62°33'16" EAST, A DISTANCE OF 86.58 FEET; THENCE RUN SOUTH 64°36'42" EAST, A DISTANCE OF 71.30 FEET; THENCE RUN NORTH 76°42'30" EAST, A DISTANCE OF 44.48 FEET; THENCE RUN SOUTH 32°12'12" EAST, A DISTANCE OF 957.86 FEET; THENCE RUN SOUTH 07°10'01" WEST, A DISTANCE OF 91.08 FEET; THENCE RUN SOUTH 61°21'16" EAST, A DISTANCE OF 47.28 FEET; THENCE RUN SOUTH 40°28'15" EAST, A DISTANCE OF 120.86 FEET; THENCE RUN SOUTH 44°33'11" EAST, A DISTANCE OF 69.24 FEET; THENCE RUN SOUTH 37°26'37" EAST, A DISTANCE OF 89.41 FEET; THENCE RUN SOUTH 07°06'18" EAST, A DISTANCE OF 113.64 FEET; THENCE RUN SOUTH 09°52'34" EAST, A DISTANCE OF 113.85 FEET; THENCE RUN SOUTH 35°28'16" WEST, A DISTANCE OF 89.69 FEET; THENCE RUN SOUTH 64°22'33" EAST, A DISTANCE OF 118.81 FEET; THENCE RUN SOUTH 52°22'56" EAST, A DISTANCE OF 90.58 FEET; THENCE RUN NORTH 79°20'02" EAST, A DISTANCE OF 136.10 FEET; THENCE RUN NORTH 52°22'55" EAST, A DISTANCE OF 86.83 FEET; THENCE RUN NORTH 36°24'30" EAST, A DISTANCE OF 105.87 FEET; THENCE RUN NORTH 48°55'55" EAST, A DISTANCE OF 45.49 FEET; THENCE RUN SOUTH 89°56'18" EAST, A DISTANCE OF 151.08 FEET; THENCE RUN NORTH 24°38'40" EAST, A DISTANCE OF 110.35 FEET; THENCE RUN NORTH 46°09'26" EAST, A DISTANCE OF 81.02 FEET; THENCE RUN SOUTH 86°18'52" EAST, A DISTANCE OF 62.24 FEET; THENCE RUN SOUTH 27°38'50" EAST, A DISTANCE OF 68.64 FEET; THENCE RUN SOUTH 41°23'00" EAST, A DISTANCE OF 95.74 FEET; THENCE RUN SOUTH 09°19'22" EAST, A DISTANCE OF 161.00 FEET; THENCE RUN SOUTH 22°58'56" EAST, A DISTANCE OF 78.10 FEET; THENCE RUN SOUTH 41°13'52" WEST, A DISTANCE OF 71.83 FEET; THENCE RUN SOUTH 67°32'49" WEST, A DISTANCE OF 60.90 FEET; THENCE RUN SOUTH 22°37'04" WEST, A DISTANCE OF 125.78 FEET; THENCE RUN SOUTH 05°54'07" WEST, A DISTANCE OF 58.17 FEET; THENCE RUN SOUTH 09°17'29" EAST, A DISTANCE OF 113.07 FEET; THENCE RUN SOUTH 17°42'35" WEST, A DISTANCE OF 84.59 FEET; THENCE RUN SOUTH 54°18'47" EAST, A DISTANCE OF 86.37 FEET; THENCE RUN SOUTH 59°31'01" EAST, A DISTANCE OF 114.87 FEET; THENCE RUN SOUTH 62°38'05" EAST, A DISTANCE OF 134.39 FEET; THENCE RUN SOUTH 39°09'25" EAST, A DISTANCE OF 51.70 FEET; THENCE RUN SOUTH 80°59'23" EAST, A DISTANCE OF 80.02 FEET; THENCE RUN NORTH 35°54'34" EAST, A DISTANCE OF 63.23 FEET; THENCE RUN SOUTH 74°27'55" EAST, A DISTANCE OF 81.89 FEET; THENCE RUN SOUTH 04°00'12" EAST, A DISTANCE OF 73.97 FEET; THENCE RUN SOUTH 80°14'56" EAST, A DISTANCE OF 67.06 FEET; THENCE RUN SOUTH 62°54'57" EAST, A DISTANCE OF 47.02 FEET; THENCE RUN SOUTH 80°58'05" EAST, A DISTANCE OF 47.16 FEET; THENCE RUN NORTH 50°24'47" EAST, A DISTANCE OF 52.77 FEET; THENCE RUN NORTH 16°30'08" WEST, A DISTANCE OF 34.10 FEET; THENCE RUN NORTH 00°36'32" WEST, A DISTANCE OF 52.85 FEET; THENCE RUN SOUTH 40°59'45" EAST, A DISTANCE OF 106.23 FEET; THENCE RUN SOUTH 55°44'00" EAST, A DISTANCE OF 86.62 FEET; THENCE RUN SOUTH 33°10'27" EAST, A DISTANCE OF 83.20 FEET; THENCE RUN SOUTH 55°17'24" EAST, A DISTANCE OF

68.84 FEET; THENCE RUN SOUTH 46°21'25" EAST, A DISTANCE OF 101.01 FEET; THENCE RUN NORTH 74°50'26" EAST, A DISTANCE OF 86.17 FEET; THENCE RUN SOUTH 82°04'41" EAST, A DISTANCE OF 120.38 FEET; THENCE RUN NORTH 58°22'49" EAST, A DISTANCE OF 68.80 FEET; THENCE RUN SOUTH 60°56'38" EAST, A DISTANCE OF 75.22 FEET; THENCE RUN SOUTH 03°14'40" WEST, A DISTANCE OF 76.66 FEET; THENCE RUN SOUTH 50°59'10" WEST, A DISTANCE OF 90.51 FEET; THENCE RUN SOUTH 36°37'10" WEST, A DISTANCE OF 76.43 FEET; THENCE RUN SOUTH 12°29'53" EAST, A DISTANCE OF 471.98 FEET; THENCE RUN SOUTH 24°47'34" EAST, A DISTANCE OF 104.62 FEET; THENCE RUN SOUTH 12°21'53" WEST, A DISTANCE OF 65.63 FEET; THENCE RUN SOUTH 18°03'40" EAST, A DISTANCE OF 67.17 FEET; THENCE RUN SOUTH 25°58'11" EAST, A DISTANCE OF 64.57 FEET; THENCE RUN SOUTH 27°55'06" EAST, A DISTANCE OF 100.44 FEET; THENCE RUN SOUTH 35°22'32" WEST, A DISTANCE OF 59.70 FEET; THENCE RUN SOUTH 13°35'06" EAST, A DISTANCE OF 68.53 FEET; THENCE RUN SOUTH 51°53'59" EAST, A DISTANCE OF 156.93 FEET; THENCE RUN SOUTH 66°50'45" EAST, A DISTANCE OF 64.60 FEET; THENCE RUN SOUTH 48°38'48" WEST, A DISTANCE OF 54.10 FEET; THENCE RUN SOUTH 08°34'50" WEST, A DISTANCE OF 80.78 FEET; THENCE RUN SOUTH 08°53'51" WEST, A DISTANCE OF 102.76 FEET; THENCE RUN SOUTH 13°03'25" WEST, A DISTANCE OF 64.08 FEET; THENCE RUN SOUTH 27°21'03" WEST, A DISTANCE OF 92.67 FEET; THENCE RUN SOUTH 58°32'05" WEST, A DISTANCE OF 39.73 FEET; THENCE RUN SOUTH 05°28'43" WEST, A DISTANCE OF 111.73 FEET; THENCE RUN SOUTH 12°31'44" WEST, A DISTANCE OF 83.93 FEET; THENCE RUN SOUTH 55°17'54" WEST, A DISTANCE OF 62.16 FEET; THENCE RUN NORTH 84°37'02" WEST, A DISTANCE OF 51.91 FEET; THENCE RUN NORTH 88°34'03" WEST, A DISTANCE OF 32.60 FEET; THENCE RUN SOUTH 42°06'52" WEST, A DISTANCE OF 58.01 FEET; THENCE RUN SOUTH 12°33'12" WEST, A DISTANCE OF 37.53 FEET; THENCE RUN SOUTH 20°36'57" WEST, A DISTANCE OF 33.88 FEET; THENCE RUN SOUTH 20°04'52" EAST, A DISTANCE OF 53.52 FEET; THENCE RUN SOUTH 24°42'25" EAST, A DISTANCE OF 74.30 FEET; THENCE RUN SOUTH 30°43'24" EAST, A DISTANCE OF 665.00 FEET; THENCE RUN SOUTH 76°34'14" EAST, A DISTANCE OF 477.21 FEET; THENCE RUN SOUTH 71°58'41" EAST, A DISTANCE OF 165.94 FEET; THENCE RUN SOUTH 54°48'46" EAST, A DISTANCE OF 79.68 FEET; THENCE RUN SOUTH 62°41'15" EAST, A DISTANCE OF 108.65 FEET; THENCE RUN SOUTH 62°55'30" EAST, A DISTANCE OF 667.14 FEET; THENCE RUN SOUTH 60°27'48" EAST, A DISTANCE OF 87.14 FEET; THENCE RUN SOUTH 64°03'50" EAST, A DISTANCE OF 106.68 FEET; THENCE RUN SOUTH 43°54'25" EAST, A DISTANCE OF 79.20 FEET; THENCE RUN SOUTH 72°01'07" EAST, A DISTANCE OF 124.60 FEET; THENCE RUN SOUTH 60°09'14" EAST, A DISTANCE OF 62.29 FEET; THENCE RUN SOUTH 31°27'02" EAST, A DISTANCE OF 86.64 FEET; THENCE RUN SOUTH 63°57'31" EAST, A DISTANCE OF 63.36 FEET; THENCE RUN NORTH 89°40'02" EAST, A DISTANCE OF 61.47 FEET; THENCE RUN SOUTH 25°03'35" EAST, A DISTANCE OF 41.98 FEET; THENCE RUN SOUTH 58°26'41" EAST, A DISTANCE OF 77.10 FEET; THENCE RUN NORTH 64°51'43" EAST, A DISTANCE OF 59.71 FEET; THENCE RUN NORTH 22°27'00" EAST, A DISTANCE OF 133.33 FEET; THENCE RUN NORTH 52°49'57" EAST, A DISTANCE OF 66.67 FEET; THENCE RUN NORTH 35°29'20" EAST, A DISTANCE OF 82.69 FEET; THENCE RUN NORTH 27°10'34" EAST, A DISTANCE OF 56.95 FEET; THENCE RUN SOUTH 79°02'53" EAST, A DISTANCE OF 94.44 FEET; THENCE RUN NORTH 62°59'52" EAST, A DISTANCE OF 87.39 FEET; THENCE RUN SOUTH 55°10'19" EAST, A DISTANCE OF 51.33 FEET; THENCE RUN SOUTH 56°42'06" EAST, A DISTANCE OF 76.72 FEET; THENCE RUN SOUTH 69°38'47" EAST, A DISTANCE OF 98.62 FEET; THENCE RUN SOUTH 33°07'22" EAST, A DISTANCE OF 66.32 FEET;

THENCE RUN SOUTH 12°34'18" EAST, A DISTANCE OF 67.51 FEET; THENCE RUN SOUTH 73°43'09" EAST, A DISTANCE OF 32.57 FEET; THENCE RUN NORTH 88°46'08" EAST, A DISTANCE OF 89.59 FEET; THENCE RUN SOUTH 72°00'24" EAST, A DISTANCE OF 88.54 FEET; THENCE RUN NORTH 82°00'35" EAST, A DISTANCE OF 82.23 FEET; THENCE RUN NORTH 28°08'41" EAST, A DISTANCE OF 77.60 FEET; THENCE RUN SOUTH 79°52'28" EAST, A DISTANCE OF 72.13 FEET; THENCE RUN SOUTH 84°08'18" EAST, A DISTANCE OF 76.52 FEET; THENCE RUN SOUTH 50°04'27" EAST, A DISTANCE OF 116.72 FEET; THENCE RUN SOUTH 18°05'38" EAST, A DISTANCE OF 86.72 FEET; THENCE RUN SOUTH 11°26'26" WEST, A DISTANCE OF 91.89 FEET; THENCE RUN SOUTH 29°04'26" EAST, A DISTANCE OF 89.79 FEET; THENCE RUN SOUTH 09°58'55" EAST, A DISTANCE OF 91.28 FEET; THENCE RUN SOUTH 40°14'22" EAST, A DISTANCE OF 56.45 FEET; THENCE RUN SOUTH 43°10'08" EAST, A DISTANCE OF 86.77 FEET; THENCE RUN SOUTH 30°23'40" EAST, A DISTANCE OF 63.23 FEET; THENCE RUN SOUTH 36°06'06" WEST, A DISTANCE OF 69.17 FEET; THENCE RUN SOUTH 49°24'38" EAST, A DISTANCE OF 39.36 FEET; THENCE RUN NORTH 51°47'53" EAST, A DISTANCE OF 66.55 FEET; THENCE RUN SOUTH 18°39'03" EAST, A DISTANCE OF 66.42 FEET; THENCE RUN SOUTH 13°29'51" EAST, A DISTANCE OF 121.98 FEET; THENCE RUN SOUTH 37°08'09" EAST, A DISTANCE OF 78.28 FEET; THENCE RUN SOUTH 18°59'20" EAST, A DISTANCE OF 85.31 FEET; THENCE RUN SOUTH 29°01'05" WEST, A DISTANCE OF 50.31 FEET; THENCE RUN SOUTH 14°39'12" WEST, A DISTANCE OF 122.19 FEET; THENCE RUN SOUTH 18°44'14" EAST, A DISTANCE OF 78.53 FEET; THENCE RUN SOUTH 53°17'25" EAST, A DISTANCE OF 80.53 FEET; THENCE RUN SOUTH 37°24'41" EAST, A DISTANCE OF 83.16 FEET; THENCE RUN SOUTH 55°25'31" EAST, A DISTANCE OF 71.44 FEET; THENCE RUN NORTH 58°27'23" EAST, A DISTANCE OF 43.35 FEET; THENCE RUN SOUTH 19°10'27" EAST, A DISTANCE OF 37.15 FEET; THENCE RUN SOUTH 63°34'27" WEST, A DISTANCE OF 31.07 FEET; THENCE RUN SOUTH 22°20'25" EAST, A DISTANCE OF 134.31 FEET; THENCE RUN SOUTH 08°26'23" WEST, A DISTANCE OF 67.96 FEET; THENCE RUN SOUTH 22°50'36" EAST, A DISTANCE OF 95.16 FEET; THENCE RUN SOUTH 68°08'39" EAST, A DISTANCE OF 101.39 FEET; THENCE RUN SOUTH 84°06'33" EAST, A DISTANCE OF 143.78 FEET; THENCE RUN SOUTH 53°36'32" EAST, A DISTANCE OF 79.23 FEET; THENCE RUN SOUTH 62°30'27" EAST, A DISTANCE OF 79.89 FEET; THENCE RUN SOUTH 80°26'17" EAST, A DISTANCE OF 103.16 FEET; THENCE RUN SOUTH 50°11'10" EAST, A DISTANCE OF 58.15 FEET; THENCE RUN SOUTH 66°52'59" EAST, A DISTANCE OF 72.77 FEET; THENCE RUN SOUTH 63°53'24" EAST, A DISTANCE OF 143.33 FEET; THENCE RUN SOUTH 83°14'16" EAST, A DISTANCE OF 82.39 FEET; THENCE RUN SOUTH 46°01'21" EAST, A DISTANCE OF 132.57 FEET; THENCE RUN SOUTH 30°59'41" EAST, A DISTANCE OF 81.79 FEET; THENCE RUN NORTH 86°11'27" EAST, A DISTANCE OF 73.17 FEET; THENCE RUN NORTH 62°36'40" EAST, A DISTANCE OF 109.25 FEET; THENCE RUN NORTH 76°42'21" EAST, A DISTANCE OF 117.81 FEET TO A POINT ON THE WEST LINE OF A 79.02 ACRE LEESBURG INTERNATIONAL AIRPORT SEA PLANE MITIGATION AREA; THENCE ALONG SAID SEA PLANE MITIGATION AREA THE FOLLOWING SIXTEEN (16) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 00°30'28" WEST, A DISTANCE OF 58.37 FEET; 2) THENCE RUN NORTH 59°53'32" EAST, A DISTANCE OF 54.81 FEET; 3) THENCE RUN SOUTH 43°52'35" EAST, A DISTANCE OF 38.23 FEET; 4) THENCE RUN SOUTH 75°34'26" EAST, A DISTANCE OF 45.20 FEET; 5) THENCE RUN SOUTH 70°37'50" EAST, A DISTANCE OF 23.34 FEET; 6) THENCE RUN SOUTH 65°59'05" EAST, A DISTANCE OF 142.77 FEET; 7) THENCE RUN SOUTH 71°48'27" EAST, A DISTANCE OF 41.59 FEET; 8) THENCE RUN SOUTH 73°29'01" EAST, A DISTANCE OF 85.77 FEET; 9) THENCE RUN NORTH 83°59'28" EAST, A DISTANCE OF

72.88 FEET; 10) THENCE RUN NORTH 82°39'04" EAST, A DISTANCE OF 75.52 FEET; 11) THENCE RUN NORTH 22°53'15" EAST, A DISTANCE OF 49.24 FEET; 12) THENCE RUN NORTH 42°47'28" EAST, A DISTANCE OF 36.32 FEET; 13) THENCE RUN NORTH 66°51'09" EAST, A DISTANCE OF 48.16 FEET; 14) THENCE RUN NORTH 82°25'46" EAST, A DISTANCE OF 75.22 FEET; 15) THENCE RUN NORTH 82°09'15" EAST, A DISTANCE OF 66.23 FEET; 16) THENCE RUN NORTH 72°05'31" EAST, A DISTANCE OF 32.56 FEET TO A POINT ON THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SEA PLANE MITIGATION AREA, RUN ALONG THE BOUNDARY OF SAID LANDS THE FOLLOWING SIX (6) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 00°30'28" WEST, A DISTANCE OF 107.66 FEET; 2) THENCE RUN SOUTH 89°33'30" EAST, A DISTANCE OF 841.08 FEET; 3) THENCE RUN SOUTH 02°20'16" EAST, A DISTANCE OF 303.39 FEET; 4) THENCE RUN SOUTH 60°11'33" EAST, A DISTANCE OF 535.18 FEET; 5) THENCE RUN SOUTH 00°10'55" WEST, A DISTANCE OF 387.25 FEET; 6) THENCE RUN SOUTH 00°48'18" WEST, A DISTANCE OF 476.88 FEET; THENCE DEPARTING THE BOUNDARY OF SAID LANDS RUN NORTH 89°54'06" WEST, A DISTANCE OF 20.00 FEET; THENCE RUN SOUTH 45°14'29" WEST, A DISTANCE OF 109.76 FEET; THENCE RUN SOUTH 67°29'16" WEST, A DISTANCE OF 420.28 FEET; THENCE RUN SOUTH 18°01'51" EAST, A DISTANCE OF 91.81 FEET TO A POINT OF CURVATURE OF A 628.50 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHEAST WHOSE RADIUS POINT BEARS NORTH 71°57'09" EAST; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 58°07'29" AN ARC DISTANCE OF 637.59 FEET; THENCE ALONG A NON-TANGENT LINE RUN NORTH 00°48'18" EAST, A DISTANCE OF 618.09 FEET TO THE BOUNDARY OF AFORESAID LANDS; THENCE RUN SOUTH 88°56'30" EAST, A DISTANCE OF 2,556.25 FEET; THENCE RUN ALONG THE BOUNDARY OF SAID LANDS THE FOLLOWING NINE (9) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 88°56'30" EAST, A DISTANCE OF 2556.25 FEET; 2) THENCE RUN SOUTH 00°49'33" WEST, A DISTANCE OF 5.52 FEET; 3) THENCE RUN SOUTH 43°39'58" WEST, A DISTANCE OF 170.17 FEET; 4) THENCE RUN SOUTH 13°50'45" WEST, A DISTANCE OF 147.54 FEET; 5) THENCE RUN SOUTH 26°56'42" EAST, A DISTANCE OF 135.90 FEET; 6) THENCE RUN SOUTH 41°29'44" EAST, A DISTANCE OF 127.17 FEET; 7) THENCE RUN SOUTH 00°49'33" WEST, A DISTANCE OF 891.81 FEET; 8) THENCE RUN NORTH 88°56'27" WEST, A DISTANCE OF 65.00 FEET; 9) THENCE RUN SOUTH 00°49'33" WEST, A DISTANCE OF 381.39 FEET; THENCE DEPARTING SAID LANDS, RUN NORTH 89°10'27" WEST, A DISTANCE OF 715.86 FEET TO A POINT OF CURVATURE OF A 871.50 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE WEST WHOSE RADIUS POINT BEARS SOUTH 83°15'04" WEST; THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°48'27" AN ARC DISTANCE OF 118.75 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 01°03'30" WEST, A DISTANCE OF 117.27 FEET TO A POINT OF CURVATURE OF A 25.01 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHEAST WHOSE RADIUS POINT BEARS SOUTH 88°56'53" EAST; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°58'43" AN ARC DISTANCE OF 39.27 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 470 (A 100 FOOT WIDE RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 11670-2601); THENCE DEPARTING SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262, RUN ALONG SAID NORTH AND EAST RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1) THENCE RUN NORTH 88°56'30" WEST, A DISTANCE OF 1990.13 FEET TO A POINT OF CURVATURE OF A 1095.82 FOOT RADIUS

CURVE CONCAVE TO THE NORTHEAST; 2) THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°43'22" AN ARC DISTANCE OF 1716.01 FEET TO A POINT OF TANGENCY; 3) THENCE RUN NORTH 00°46'52" EAST, A DISTANCE OF 378.96 FEET TO A POINT OF CURVATURE OF A 1196.40 FOOT RADIUS CURVE CONCAVE TO THE WEST; 4) THENCE RUN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°56'25" AN ARC DISTANCE OF 646.07 FEET TO A POINT ON THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4496, PAGE 70, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE AND ALONG SAID SOUTH LINE RUN SOUTH 89°13'08" EAST A DISTANCE OF 120.24 FEET TO THE SOUTHEAST CORNER OF SAID LANDS AND THE EAST LINE OF THE NORTHEAST 1/4 OF AFORESAID SECTION 17; THENCE ALONG SAID EAST LINE RUN NORTH 00°46'52" EAST A DISTANCE OF 535.00 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 9; THENCE RUN NORTH 00°30'28" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9, A DISTANCE OF 100.00 FEET TO THE NORTHEAST CORNER OF AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4496, PAGE 70; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°24'17" WEST, ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 807.90 FEET TO THE NORTHWEST CORNER OF SAID LANDS; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°30'28" WEST, ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 99.99 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 470, SAID POINT BEING ON A 1196.40 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE SOUTH WHOSE RADIUS POINT BEARS SOUTH 17°12'59" WEST; THENCE DEPARTING SAID WEST LINE, RUN WESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1) THENCE RUN ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°37'16" AN ARC DISTANCE OF 347.07 FEET TO A POINT OF TANGENCY; 2) THENCE RUN NORTH 89°24'17" WEST, A DISTANCE OF 1499.57 FEET; 3) THENCE RUN NORTH 89°23'48" WEST A DISTANCE OF 2,315.45 FEET; 4) THENCE RUN NORTH 84°15'10" WEST A DISTANCE OF 213.38 FEET TO THE NORTHEASTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4556, PAGE 1743, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE AND ALONG SAID NORTHEASTERLY LINE RUN NORTH 42°26'19" WEST A DISTANCE OF 1675.88 FEET TO THE MOST NORTHERLY CORNER OF SAID LANDS; THENCE DEPARTING SAID NORTHEASTERLY LINE, RUN SOUTH 47°33'41" WEST, ALONG THE NORTHWESTERLY LINE OF SAID LANDS, A DISTANCE OF 50.00 FEET; THENCE DEPARTING SAID NORTHWESTERLY LINE, RUN NORTH 42°26'19" WEST, A DISTANCE OF 513.90 FEET; THENCE RUN NORTH 46°33'10" EAST, A DISTANCE OF 352.15 FEET TO A POINT OF CURVATURE OF A 871.50 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHEAST WHOSE RADIUS POINT BEARS NORTH 54°04'41" EAST; THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°28'31" AN ARC DISTANCE OF 174.54 FEET TO A POINT OF REVERSE CURVE OF A 428.50 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 49°19'26" AN ARC DISTANCE OF 368.88 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 73°46'14" WEST, A DISTANCE OF 258.83 FEET TO A POINT OF CURVATURE OF A 721.50 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST; THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 88°34'30" AN ARC DISTANCE OF 1,115.38 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 14°48'16" EAST, A DISTANCE OF 163.86 FEET; THENCE RUN NORTH 75°11'44" WEST, A DISTANCE OF

148.33 FEET; THENCE RUN SOUTH 85°11'48" WEST, A DISTANCE OF 56.53 FEET; THENCE RUN SOUTH 72°49'12" WEST, A DISTANCE OF 176.80 FEET; THENCE RUN SOUTH 79°03'31" WEST, A DISTANCE OF 67.39 FEET; THENCE RUN SOUTH 85°07'14" WEST, A DISTANCE OF 71.61 FEET; THENCE RUN NORTH 05°27'18" WEST, A DISTANCE OF 99.24 FEET TO A POINT OF CURVATURE OF A 567.50 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTH WHOSE RADIUS POINT BEARS NORTH 02°01'13" WEST; THENCE RUN WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 47°43'58" AN ARC DISTANCE OF 472.78 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 44°17'15" WEST, A DISTANCE OF 853.08 FEET TO A POINT OF CURVATURE OF A 117.50 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST; THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°17'10" AN ARC DISTANCE OF 45.70 FEET TO A POINT OF REVERSE CURVE OF A 82.50 FEET FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20°53'49" AN ARC DISTANCE OF 30.09 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 42°53'54" WEST, A DISTANCE OF 82.19 FEET; THENCE RUN NORTH 45°12'18" WEST, A DISTANCE OF 47.48 FEET; THENCE RUN NORTH 42°26'19" WEST, A DISTANCE OF 1,805.23 FEET; THENCE RUN NORTH 48°18'05" WEST, A DISTANCE OF 195.80 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE RUN NORTH 00°45'14" EAST, ALONG SAID WEST LINE, A DISTANCE OF 2166.48 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT A PORTION OF SECTIONS 6 AND 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST 1/4 CORNER OF SAID SECTION 6; THENCE RUN SOUTH 00°45'14" WEST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 2487.91 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA'S TURNPIKE (STATE ROAD NO. 91, A VARIABLE WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, STATE PROJECT NO. 190747-2); THENCE DEPARTING SAID WEST LINE, RUN SOUTH 42°26'19" EAST, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2028.71 FEET; THENCE DEPARTING SAID NORTHEASTERLY RIGHT-OF-WAY LINE, RUN NORTH 47°33'41" EAST, A DISTANCE OF 357.40 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 41°59'57" WEST, A DISTANCE OF 69.05 FEET; THENCE RUN NORTH 32°40'56" WEST, A DISTANCE OF 90.82 FEET; THENCE RUN NORTH 41°14'47" EAST, A DISTANCE OF 435.16 FEET; THENCE RUN NORTH 07°17'19" EAST, A DISTANCE OF 101.77 FEET; THENCE RUN NORTH 81°26'26" EAST, A DISTANCE OF 107.25 FEET; THENCE RUN NORTH 72°03'02" EAST, A DISTANCE OF 84.28 FEET; THENCE RUN NORTH 63°47'21" EAST, A DISTANCE OF 84.28 FEET; THENCE RUN NORTH 55°31'41" EAST, A DISTANCE OF 84.28 FEET; THENCE RUN NORTH 47°16'36" EAST, A DISTANCE OF 84.28 FEET; THENCE RUN NORTH 42°43'33" EAST, A DISTANCE OF 442.43 FEET; THENCE RUN NORTH 49°53'15" EAST, A DISTANCE OF 61.10 FEET; THENCE RUN NORTH 63°53'58" EAST, A DISTANCE OF 114.22 FEET TO A POINT OF CURVATURE A 2,521.50 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHEAST WHOSE RADIUS POINT BEARS NORTH 60°49'50" EAST; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°34'52" AN ARC DISTANCE OF 201.60 FEET TO A POINT OF REVERSE CURVE OF A 828.50 FOOT RADIUS CURVE CONCAVE TO THE

SOUTHWEST; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°50'07" AN ARC DISTANCE OF 243.44 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 16°54'55" EAST, A DISTANCE OF 652.31 FEET TO A POINT OF CURVATURE OF A 1,478.50 FOOT RADIUS CURVE CONCAVE TO THE WEST; THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°39'01" AN ARC DISTANCE OF 816.72 FEET; THENCE ALONG A NON-TANGENT LINE, RUN NORTH 75°11'44" WEST, A DISTANCE OF 155.52 FEET; THENCE RUN NORTH 85°20'04" WEST, A DISTANCE OF 72.45 FEET; THENCE RUN SOUTH 84°21'24" WEST, A DISTANCE OF 77.28 FEET; THENCE RUN SOUTH 72°54'41" WEST, A DISTANCE OF 191.58 FEET; THENCE RUN SOUTH 79°10'25" WEST, A DISTANCE OF 61.63 FEET; THENCE RUN SOUTH 86°58'11" WEST, A DISTANCE OF 20.04 FEET; THENCE RUN NORTH 89°49'01" WEST, A DISTANCE OF 64.29 FEET; THENCE RUN NORTH 81°41'10" WEST, A DISTANCE OF 59.62 FEET; THENCE RUN NORTH 73°57'37" WEST, A DISTANCE OF 59.62 FEET; THENCE RUN NORTH 66°14'05" WEST, A DISTANCE OF 59.62 FEET; THENCE RUN NORTH 58°30'33" WEST, A DISTANCE OF 59.62 FEET; THENCE RUN NORTH 51°12'19" WEST, A DISTANCE OF 59.88 FEET; THENCE RUN NORTH 44°17'15" WEST, A DISTANCE OF 810.00 FEET TO THE POINT OF BEGINNING.

AND

A PORTION OF SECTION 9, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 9; THENCE RUN SOUTH 89°11'07" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9, A DISTANCE OF 2650.14 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 9; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°45'24" EAST, ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9, A DISTANCE OF 1340.43 FEET TO A POINT ON A LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE, RUN ALONG THE BOUNDARY OF THE AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262 THE FOLLOWING FIVE (5) COURSES AND DISTANCES: 1) THENCE RUN NORTH 90°00'00" WEST, A DISTANCE OF 1427.39 FEET; 2) THENCE RUN NORTH 20°12'05" EAST, A DISTANCE OF 896.56 FEET; 3) THENCE RUN SOUTH 89°45'55" EAST, A DISTANCE OF 1510.88 FEET; 4) THENCE RUN SOUTH 00°00'00" EAST, A DISTANCE OF 538.26 FEET; 5) THENCE RUN NORTH 90°00'00" EAST, A DISTANCE OF 1602.12 FEET TO A POINT ON THE EAST LINE OF THE LANDS DESCRIBED AS PARCEL 2 IN OFFICIAL RECORDS BOOK 2070, PAGE 2098, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262, RUN ALONG THE BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2070, PAGE 2098 THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 00°36'49" WEST, A DISTANCE OF 831.10 FEET; 2) THENCE RUN NORTH 88°50'30" WEST, A DISTANCE OF 192.44 FEET TO A POINT ON THE BOUNDARY OF THE AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262; THENCE DEPARTING SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2070, PAGE 2098, RUN ALONG SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262 THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1) THENCE RUN NORTH 74°45'27" WEST, A DISTANCE OF 957.72 FEET; 2) THENCE RUN NORTH

90°00'00" WEST, A DISTANCE OF 631.59 FEET; 3) THENCE RUN NORTH 01°16'27" EAST, A DISTANCE OF 278.48 FEET; 4) THENCE RUN NORTH 90°00'00" WEST, A DISTANCE OF 244.47 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT A PORTION OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 9; THENCE RUN SOUTH 89°11'07" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9, A DISTANCE OF 2650.14 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 9; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°45'24" EAST, ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 9, A DISTANCE OF 1246.22 FEET; THENCE DEPARTING SAID WEST LINE RUN SOUTH 89°14'36" EAST, A DISTANCE OF 1600.64 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 81°20'38" EAST, A DISTANCE OF 106.31 FEET; THENCE RUN SOUTH 08°40'10" EAST, A DISTANCE OF 119.48 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 55°12'49" WEST, 25.17 FEET TO WHICH A RADIAL LINE BEARS NORTH 20°12'23" WEST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 29°09'37", AN ARC DISTANCE OF 25.45 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 57°13'50", AN ARC DISTANCE OF 19.98 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 217.50 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°27'15", AN ARC DISTANCE OF 47.28 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 85°55'59", AN ARC DISTANCE OF 30.00 FEET TO THE POINT OF TANGENCY; THENCE NORTH 08°39'26" WEST, A DISTANCE OF 106.20 FEET TO THE POINT OF BEGINNING.

AND

A PORTION OF SECTION 6, TOWNSHIP 21 SOUTH, RANGE 24 EAST AND SECTION 31, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE RUN NORTH 0°40'22" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 2641.21 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 6; THENCE DEPARTING SAID WEST LINE, RUN NORTH 0°40'23" EAST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 2641.21 FEET TO THE NORTHWEST CORNER OF SAID SECTION 6; THENCE DEPARTING SAID WEST LINE, RUN NORTH 0°51'49" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 2645.51 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 31; THENCE DEPARTING SAID WEST LINE, RUN NORTH 0°52'48" EAST, ALONG THE WEST LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 1322.56 FEET TO THE

NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°12'12" EAST, ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 2647.14 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 0°50'27" WEST, ALONG THE EAST LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 1323.15 FEET TO THE CENTER OF SAID SECTION 31; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°15'43" EAST, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1323.75 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 0°43'08" WEST, ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1323.54 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°13'10" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 863.02 FEET TO THE NORTHEAST CORNER OF THE WEST 462 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 0°46'34" WEST, ALONG THE EAST LINE OF THE WEST 462 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1322.90 FEET TO THE SOUTHEAST CORNER OF THE WEST 462 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31 AND A POINT ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°10'38" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 639.44 FEET TO A POINT ON THE BOUNDARY OF THE PUBLIC LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3573, PAGE 1, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH LINE, RUN ALONG THE BOUNDARY OF SAID LANDS THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) THENCE RUN SOUTH 0°49'22" WEST, A DISTANCE OF 518.18 FEET; (2) THENCE RUN SOUTH 89°10'38" EAST, A DISTANCE OF 217.51 FEET; (3) THENCE RUN NORTH 42°32'39" EAST, A DISTANCE OF 694.25 FEET TO A POINT ON THE AFORESAID NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID BOUNDARY, RUN SOUTH 89°10'38" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 215.45 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 48 (A 100.00 FOOT PUBLIC RIGHT-OF-WAY PER FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, PROJECT NO. 1092), SAID POINT BEING ON A 5724.15 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHWEST WHOSE RADIUS POINT BEARS NORTH 53°26'45" WEST; THENCE DEPARTING SAID NORTH LINE, RUN SOUTHWESTERLY ALONG SAID CURVE AND WESTERLY RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 1°11'29" AN ARC DISTANCE OF 119.03 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY, SOUTH 37°44'44" WEST, A DISTANCE OF 6490.63 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, RUN NORTH 89°03'26" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 665.09 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT A PORTION OF SECTION 6, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 6; THENCE RUN NORTH 89°09'35" WEST, ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 453.05 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 00°36'59" WEST, A DISTANCE OF 235.00 FEET; THENCE RUN NORTH 89°09'35" WEST, A DISTANCE OF 180.00 FEET; THENCE RUN NORTH 00°36'59" EAST, A DISTANCE OF 291.57 FEET; THENCE RUN SOUTH 75°50'19" EAST, A DISTANCE OF 185.15 FEET; THENCE RUN SOUTH 00°36'59" WEST, A DISTANCE OF 13.91 FEET TO THE POINT OF BEGINNING.

AND

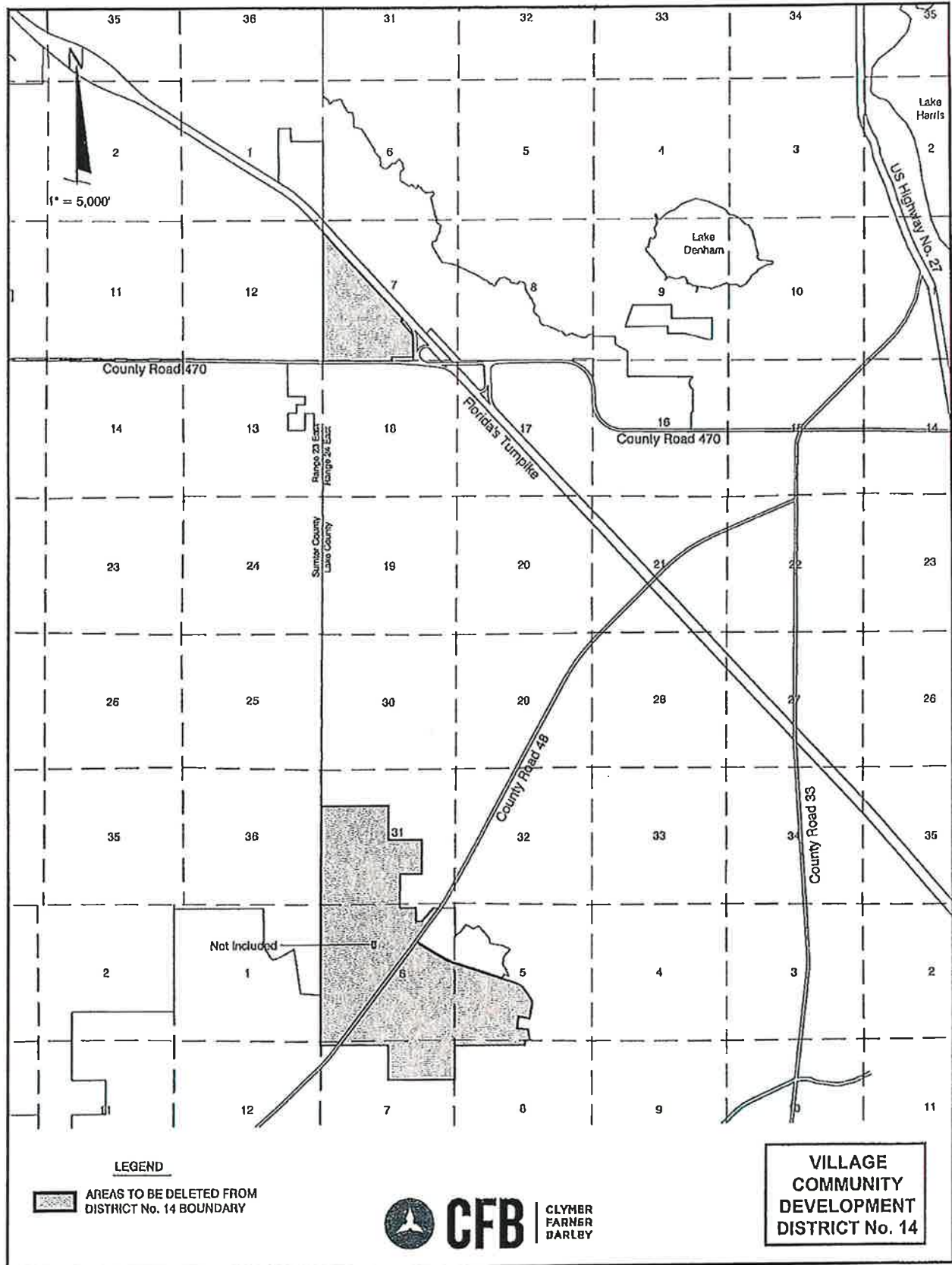
A PORTION OF SECTIONS 5, 6 AND 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE RUN SOUTH 89°03'26" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 790.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO.48 (A 100.00 FOOT PUBLIC RIGHT-OF-WAY PER FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, PROJECT NO. 1092) AND THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 37°44'44" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 4987.44 FEET TO THE CENTERLINE OF NORTH AUSTIN MERRITT ROAD (A 50.00 FOOT PUBLIC RIGHT-OF-WAY, PER OCCUPATION AND MONUMENTATION, AS SHOWN ON A HALL FARNER & ASSOCIATES SURVEY DATED FEBRUARY 5, 2005); THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, RUN ALONG SAID CENTERLINE THE FOLLOWING SEVEN (7) COURSES AND DISTANCES: (1) THENCE RUN SOUTH 58°59'00" EAST, A DISTANCE OF 1279.33 FEET TO A POINT ON A 1746.98 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHEAST WHOSE RADIUS POINT BEARS NORTH 31°01'40" EAST; (2) THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°07'28" AN ARC DISTANCE OF 400.17 FEET TO A POINT OF NON-TANGENCY; (3) THENCE RUN SOUTH 71°25'50" EAST, A DISTANCE OF 2547.80 FEET TO A POINT OF CURVATURE OF A 664.96 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST; (4) THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°58'34" AN ARC DISTANCE OF 417.53 FEET TO A POINT OF TANGENCY; (5) THENCE RUN SOUTH 35°27'16" EAST, A DISTANCE OF 424.68 FEET TO A POINT OF CURVATURE OF A 329.60 FOOT RADIUS CURVE CONCAVE TO THE WEST; (6) THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°48'34" AN ARC DISTANCE OF 263.52 FEET TO A POINT OF TANGENCY; (7) THENCE RUN SOUTH 10°21'18" WEST, A DISTANCE OF 554.86 FEET TO A POINT ON THE EASTERLY EXTENSION OF THE BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 523, PAGE 828, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID CENTERLINE RUN ALONG SAID EASTERLY EXTENSION, THE BOUNDARY OF SAID LANDS AND THE EASTERLY EXTENSION OF SAID BOUNDARY THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) THENCE RUN NORTH 80°39'04" WEST, A DISTANCE OF 479.13 FEET; (2) THENCE RUN SOUTH 6°13'16" WEST, A DISTANCE OF 461.15 FEET; (3) THENCE RUN SOUTH 86°49'44" EAST, A DISTANCE OF 459.74 FEET TO AFORESAID CENTERLINE OF NORTH AUSTIN MERRITT ROAD; SAID POINT BEING ON A 1059.17 FOOT RADIUS

NON-TANGENT CURVE CONCAVE TO THE EAST WHOSE RADIUS POINT BEARS SOUTH 87°38'50" EAST; THENCE ALONG SAID CURVE AND CENTERLINE RUN SOUTHERLY THROUGH A CENTRAL ANGLE OF 24°37'50" AN ARC DISTANCE OF 455.32 FEET TO A POINT OF NON-TANGENCY; SAID POINT BEING AN INTERSECTION WITH THE EASTERLY EXTENSION OF THE BOUNDARY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5129, PAGE 1486, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID CENTERLINE, RUN ALONG SAID EASTERLY EXTENSION AND THE BOUNDARY OF SAID LANDS THE FOLLOWING TWO (2) COURSES AND DISTANCES: (1) THENCE RUN NORTH 89°23'30" WEST, A DISTANCE OF 243.36 FEET; (2) THENCE RUN SOUTH 0°34'26" WEST, A DISTANCE OF 170.37 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 5; THENCE DEPARTING THE BOUNDARY OF SAID LANDS, RUN NORTH 89°23'24" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 69.69 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 5; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 89°30'25" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 5, A DISTANCE OF 2645.41 FEET TO THE NORTHEAST CORNER OF SAID SECTION 7; THENCE DEPARTING SAID SOUTH LINE RUN SOUTH 0°33'51" WEST, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 1319.74 FEET TO SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°09'29" WEST, ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 2646.95 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 0°31'07" EAST, ALONG THE WEST LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 1324.42 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 7; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°03'26" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 1867.34 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT RIGHT-OF-WAY FOR AUSTIN MERRITT ROAD.

EXHIBIT 3



NET AREAS TO BE DELETED FROM VILLAGE COMMUNITY DEVELOPMENT DISTRICT No. 14

EXHIBIT 3

**DESCRIPTION OF THE DELETED
VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14
APPROXIMATELY 1,372.1 ACRES**

A PORTION OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF AFORESAID SECTION 7; THENCE ALONG THE WEST LINE THEREOF RUN N00°36'58"E, 2,377.49 FEET TO THE WESTERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE; THENCE DEPARTING SAID WEST LINE AND ALONG SAID WESTERLY RIGHT OF WAY LINE RUN S42°26'19"E, 4,618.14 FEET TO THE BOUNDARY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1719, PAGE 874, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THE FOLLOWING FIVE (5) COURSES BEING ALONG THE BOUNDARY LINE OF SAID LANDS: DEPARTING SAID WESTERLY RIGHT OF WAY LINE RUN S47°33'41"W, 100.00 FEET; THENCE S40°22'13"E, 738.95 FEET; THENCE S00°35'33"W, 850.09 FEET; THENCE N89°24'47"W, 850.00 FEET; THENCE S00°35'13"W, 130.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 470; THE FOLLOWING TWO (2) COURSES BEING ALONG SAID NORTHERLY RIGHT OF WAY LINE: RUN N89°24'47"W, 65.18 FEET; THENCE N89°23'45"W, 2,649.62 FEET TO THE WEST LINE OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 7; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE AND ALONG SAID WEST LINE RUN N00°36'58"E, 2,604.18 FEET TO THE POINT OF BEGINNING.

AND

A PORTION OF SECTION 6, TOWNSHIP 21 SOUTH, RANGE 24 EAST AND SECTION 31, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE RUN NORTH 0°40'22" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 2641.21 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 6; THENCE DEPARTING SAID WEST LINE, RUN NORTH 0°40'23" EAST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 2641.21 FEET TO THE NORTHWEST CORNER OF SAID SECTION 6; THENCE DEPARTING SAID WEST LINE, RUN NORTH 0°51'49" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 2645.51 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 31; THENCE DEPARTING SAID WEST LINE, RUN NORTH 0°52'48" EAST, ALONG THE WEST LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 1322.56 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°12'12" EAST, ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 2647.14 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 0°50'27" WEST, ALONG THE EAST LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 1323.15

FEET TO THE CENTER OF SAID SECTION 31; THENCE DEPARTING SAID EAST LINE, RUN SOUTH $89^{\circ}15'43''$ EAST, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1323.75 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH $0^{\circ}43'08''$ WEST, ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1323.54 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID EAST LINE, RUN NORTH $89^{\circ}13'10''$ WEST, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 863.02 FEET TO THE NORTHEAST CORNER OF THE WEST 462 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH $0^{\circ}46'34''$ WEST, ALONG THE EAST LINE OF THE WEST 462 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1322.90 FEET TO THE SOUTHEAST CORNER OF THE WEST 462 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31 AND A POINT ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID EAST LINE, RUN SOUTH $89^{\circ}10'38''$ EAST, ALONG SAID NORTH LINE, A DISTANCE OF 639.44 FEET TO A POINT ON THE BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3573, PAGE 1, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH LINE, RUN ALONG THE BOUNDARY OF SAID LANDS THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) THENCE RUN SOUTH $0^{\circ}49'22''$ WEST, A DISTANCE OF 518.18 FEET; (2) THENCE RUN SOUTH $89^{\circ}10'38''$ EAST, A DISTANCE OF 217.51 FEET; (3) THENCE RUN NORTH $42^{\circ}32'39''$ EAST, A DISTANCE OF 694.25 FEET TO A POINT ON THE AFORESAID NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID BOUNDARY, RUN SOUTH $89^{\circ}10'38''$ EAST, ALONG SAID NORTH LINE, A DISTANCE OF 215.45 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 48 (A 100.00 FOOT PUBLIC RIGHT-OF-WAY PER FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, PROJECT NO. 1092), SAID POINT BEING ON A 5724.15 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHWEST WHOSE RADIUS POINT BEARS NORTH $53^{\circ}26'45''$ WEST; THENCE DEPARTING SAID NORTH LINE, RUN SOUTHWESTERLY ALONG SAID CURVE AND WESTERLY RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF $1^{\circ}11'29''$ AN ARC DISTANCE OF 119.03 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY, SOUTH $37^{\circ}44'44''$ WEST, A DISTANCE OF 6490.63 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, RUN NORTH $89^{\circ}03'26''$ WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 665.09 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT A PORTION OF SECTION 6, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 6; THENCE RUN NORTH $89^{\circ}09'35''$ WEST, ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 453.05 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH $00^{\circ}36'59''$ WEST, A DISTANCE OF 235.00 FEET; THENCE RUN NORTH $89^{\circ}09'35''$ WEST, A DISTANCE OF 180.00 FEET; THENCE RUN NORTH $00^{\circ}36'59''$ EAST,

A DISTANCE OF 291.57 FEET; THENCE RUN SOUTH 75°50'19" EAST, A DISTANCE OF 185.15 FEET; THENCE RUN SOUTH 00°36'59" WEST, A DISTANCE OF 13.91 FEET TO THE POINT OF BEGINNING.

AND

A PORTION OF SECTIONS 5, 6 AND 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE RUN SOUTH 89°03'26" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 790.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO.48 (A 100.00 FOOT PUBLIC RIGHT-OF-WAY PER FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, PROJECT NO. 1092) AND THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 37°44'44" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 4987.44 FEET TO THE CENTERLINE OF NORTH AUSTIN MERRITT ROAD (A 50.00 FOOT PUBLIC RIGHT-OF-WAY, PER OCCUPATION AND MONUMENTATION, AS SHOWN ON A HALL FARNER & ASSOCIATES SURVEY DATED FEBRUARY 5, 2005); THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, RUN ALONG SAID CENTERLINE THE FOLLOWING SEVEN (7) COURSES AND DISTANCES: (1) THENCE RUN SOUTH 58°59'00" EAST, A DISTANCE OF 1279.33 FEET TO A POINT ON A 1746.98 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHEAST WHOSE RADIUS POINT BEARS NORTH 31°01'40" EAST; (2) THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°07'28" AN ARC DISTANCE OF 400.17 FEET TO A POINT OF NON-TANGENCY; (3) THENCE RUN SOUTH 71°25'50" EAST, A DISTANCE OF 2547.80 FEET TO A POINT OF CURVATURE OF A 664.96 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST; (4) THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°58'34" AN ARC DISTANCE OF 417.53 FEET TO A POINT OF TANGENCY; (5) THENCE RUN SOUTH 35°27'16" EAST, A DISTANCE OF 424.68 FEET TO A POINT OF CURVATURE OF A 329.60 FOOT RADIUS CURVE CONCAVE TO THE WEST; (6) THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°48'34" AN ARC DISTANCE OF 263.52 FEET TO A POINT OF TANGENCY; (7) THENCE RUN SOUTH 10°21'18" WEST, A DISTANCE OF 554.86 FEET TO A POINT ON THE EASTERLY EXTENSION OF THE BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 523, PAGE 828, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID CENTERLINE RUN ALONG SAID EASTERLY EXTENSION, THE BOUNDARY OF SAID LANDS AND THE EASTERLY EXTENSION OF SAID BOUNDARY THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) THENCE RUN NORTH 80°39'04" WEST, A DISTANCE OF 479.13 FEET; (2) THENCE RUN SOUTH 6°13'16" WEST, A DISTANCE OF 461.15 FEET; (3) THENCE RUN SOUTH 86°49'44" EAST, A DISTANCE OF 459.74 FEET TO AFORESAID CENTERLINE OF NORTH AUSTIN MERRITT ROAD; SAID POINT BEING ON A 1059.17 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE EAST WHOSE RADIUS POINT BEARS SOUTH 87°38'50" EAST; THENCE ALONG SAID CURVE AND CENTERLINE RUN SOUTHERLY THROUGH A CENTRAL ANGLE OF 24°37'50" AN ARC DISTANCE OF 455.32 FEET TO A POINT OF NON-TANGENCY; SAID POINT BEING AN INTERSECTION WITH THE EASTERLY EXTENSION OF THE BOUNDARY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5129, PAGE 1486, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID

CENTERLINE, RUN ALONG SAID EASTERLY EXTENSION AND THE BOUNDARY OF SAID LANDS THE FOLLOWING TWO (2) COURSES AND DISTANCES: (1) THENCE RUN NORTH 89°23'30" WEST, A DISTANCE OF 243.36 FEET; (2) THENCE RUN SOUTH 0°34'26" WEST, A DISTANCE OF 170.37 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 5; THENCE DEPARTING THE BOUNDARY OF SAID LANDS, RUN NORTH 89°23'24" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 69.69 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 5; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 89°30'25" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 5, A DISTANCE OF 2645.41 FEET TO THE NORTHEAST CORNER OF SAID SECTION 7; THENCE DEPARTING SAID SOUTH LINE RUN SOUTH 0°33'51" WEST, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 1319.74 FEET TO SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°09'29" WEST, ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 2646.95 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 0°31'07" EAST, ALONG THE WEST LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 1324.42 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 7; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°03'26" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 1867.34 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT RIGHT-OF-WAY FOR AUSTIN MERRITT ROAD.

EXHIBIT 4

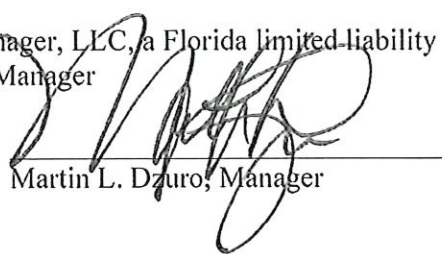
**CONSENT TO AMEND THE BOUNDARY LINE OF
VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14**

The undersigned, being the owner of the property described in Exhibit 3 to the Petition Amend the Boundary Line of Village Community Development District No. 14, hereby consents to the Petition to Amend the Boundary Line of Village Community Development District No. 14, dated the 1st of November, 2023.

THE VILLAGES DEVELOPMENT COMPANY, LLC,
a Florida limited liability company

By: VDC Manager, LLC, a Florida limited liability
company, its Manager

By:


Martin L. Dzuro, Manager

**CONSENT TO AMEND THE BOUNDARY LINE OF
VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14**

The undersigned, being the owner of the property described in Exhibit 3 to the Petition Amend the Boundary Line of Village Community Development District No. 14, hereby consents to the Petition to Amend the Boundary Line of Village Community Development District No. 14, dated the 1st of November, 2023.

BUFFALO HIDE AND CATTLE COMPANY, LLC, a
Florida limited liability company

By: _____

Martin L. Dzuro, Manager

**CONSENT TO AMEND THE BOUNDARY LINE OF
VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14**

The undersigned, being the owner of the property described in Exhibit 3 to the Petition Amend the Boundary Line of Village Community Development District No. 14, hereby consents to the Petition to Amend the Boundary Line of Village Community Development District No. 14, dated the 4 of DEC., 2023.

FL TURNPIKE ASSOCIATES NORTH, LLC, a Florida
limited liability company

By: 
Name: STEPHEN C. SCAGLIONE
Title: MANAGER

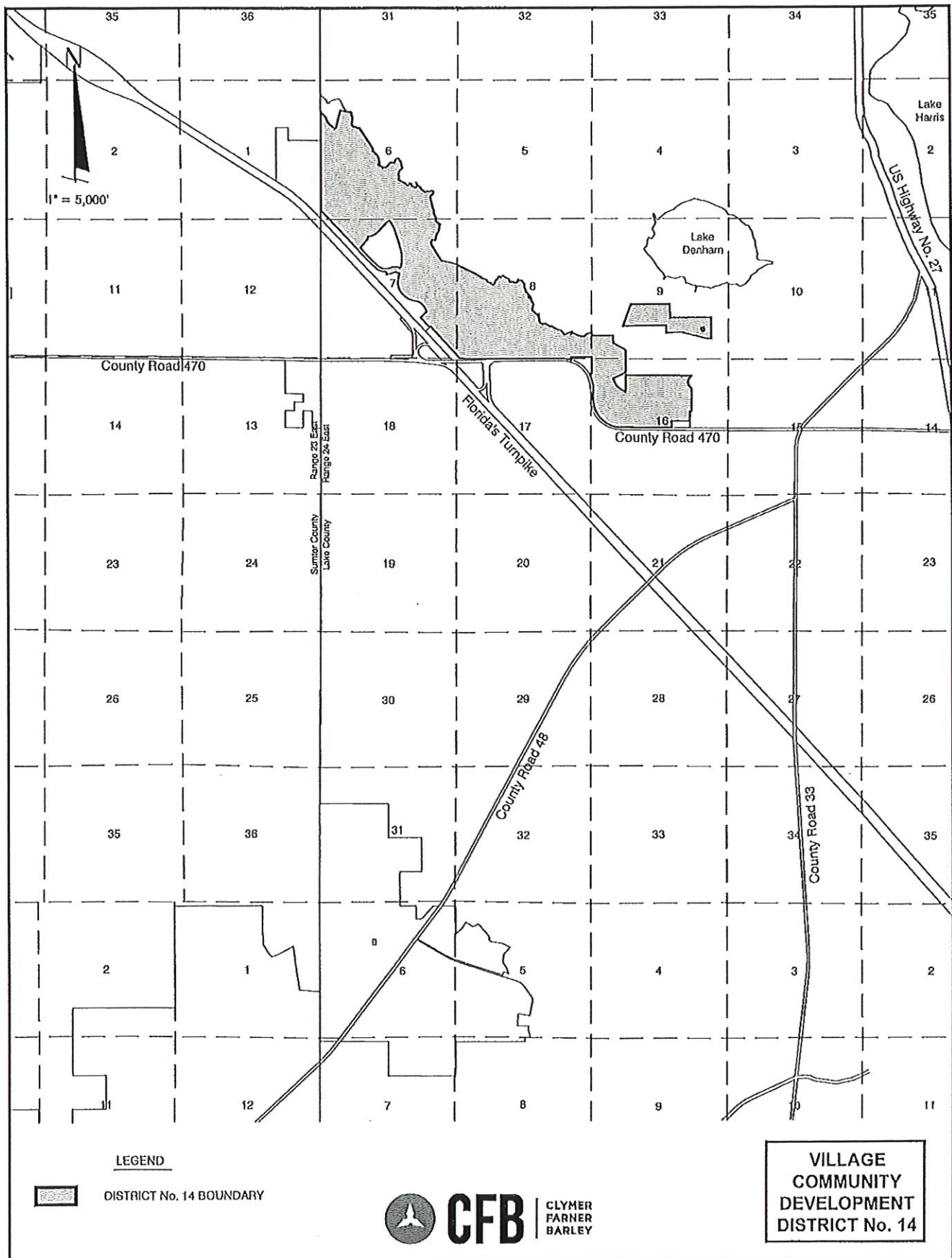
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EXHIBIT 5

**BOARD OF SUPERVISORS
VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14**

1. Supervisor/Chair – Dale Borrowman
2. Supervisor/Vice Chair – Cody Yoder
3. Supervisor – Zane Ewton
4. Supervisor – Colby Sharp
5. Supervisor – Amanda Isaacs

EXHIBIT 6



AMENDED VILLAGE COMMUNITY DEVELOPMENT DISTRICT No. 14

EXHIBIT "6"

DESCRIPTION OF THE AMENDED VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14 APPROXIMATELY 1,013.1 ACRES

A PORTION OF SECTIONS 6, 7, 8, 9, 16 AND 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE WEST 1/4 CORNER OF SAID SECTION 6; THENCE RUN NORTH 00°39'41" EAST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 1646.12 FEET TO A POINT OF CURVATURE OF A 533.18 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST WHOSE RADIUS POINT BEARS SOUTH 31°46'39" WEST; THENCE DEPARTING SAID WEST LINE, RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°10'34" AN ARC DISTANCE OF 57.47 FEET; THENCE ALONG A NON-TANGENT LINE RUN SOUTH 52°02'45" EAST, A DISTANCE OF 47.57 FEET TO A POINT OF CURVATURE OF A 471.50 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 33°47'25" AN ARC DISTANCE OF 278.07 FEET TO A POINT OF REVERSE CURVE OF A 478.50 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 40°38'06" AN ARC DISTANCE OF 339.36 FEET TO A POINT OF REVERSE CURVE OF A 521.50 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°29'45" AN ARC DISTANCE OF 131.94 FEET; THENCE ALONG A RADIAL LINE RUN NORTH 45°36'19" EAST, A DISTANCE OF 38.00 FEET; THENCE RUN NORTH 14°28'59" EAST, A DISTANCE OF 685.20 FEET; THENCE RUN SOUTH 80°46'10" EAST, A DISTANCE OF 345.42 FEET; THENCE RUN SOUTH 82°49'12" EAST, A DISTANCE OF 85.20 FEET; THENCE RUN SOUTH 39°42'02" EAST, A DISTANCE OF 45.75 FEET; THENCE RUN SOUTH 14°23'50" WEST, A DISTANCE OF 70.58 FEET; THENCE RUN SOUTH 29°58'34" EAST, A DISTANCE OF 76.07 FEET; THENCE RUN SOUTH 23°08'46" EAST, A DISTANCE OF 39.04 FEET; THENCE RUN SOUTH 11°00'19" WEST, A DISTANCE OF 95.71 FEET; THENCE RUN SOUTH 09°22'14" WEST, A DISTANCE OF 123.51 FEET; THENCE RUN SOUTH 09°41'56" EAST, A DISTANCE OF 80.26 FEET; THENCE RUN SOUTH 43°34'44" EAST, A DISTANCE OF 98.73 FEET; THENCE RUN NORTH 76°35'25" EAST, A DISTANCE OF 50.82 FEET; THENCE RUN SOUTH 62°33'16" EAST, A DISTANCE OF 86.58 FEET; THENCE RUN SOUTH 64°36'42" EAST, A DISTANCE OF 71.30 FEET; THENCE RUN NORTH 76°42'30" EAST, A DISTANCE OF 44.48 FEET; THENCE RUN SOUTH 32°12'12" EAST, A DISTANCE OF 957.86 FEET; THENCE RUN SOUTH 07°10'01" WEST, A DISTANCE OF 91.08 FEET; THENCE RUN SOUTH 61°21'16" EAST, A DISTANCE OF 47.28 FEET; THENCE RUN SOUTH 40°28'15" EAST, A DISTANCE OF 120.86 FEET; THENCE RUN SOUTH 44°33'11" EAST, A DISTANCE OF 69.24 FEET; THENCE RUN SOUTH 37°26'37" EAST, A DISTANCE OF 89.41 FEET; THENCE RUN SOUTH 07°06'18" EAST, A DISTANCE OF 113.64 FEET; THENCE RUN SOUTH 09°52'34" EAST, A DISTANCE OF 113.85 FEET; THENCE RUN SOUTH 35°28'16" WEST, A DISTANCE OF 89.69 FEET; THENCE RUN SOUTH 64°22'33" EAST, A DISTANCE OF 118.81 FEET; THENCE RUN SOUTH 52°22'56" EAST, A DISTANCE OF 90.58 FEET; THENCE RUN NORTH 79°20'02" EAST, A DISTANCE OF 136.10 FEET;

THENCE RUN NORTH 52°22'55" EAST, A DISTANCE OF 86.83 FEET; THENCE RUN NORTH 36°24'30" EAST, A DISTANCE OF 105.87 FEET; THENCE RUN NORTH 48°55'55" EAST, A DISTANCE OF 45.49 FEET; THENCE RUN SOUTH 89°56'18" EAST, A DISTANCE OF 151.08 FEET; THENCE RUN NORTH 24°38'40" EAST, A DISTANCE OF 110.35 FEET; THENCE RUN NORTH 46°09'26" EAST, A DISTANCE OF 81.02 FEET; THENCE RUN SOUTH 86°18'52" EAST, A DISTANCE OF 62.24 FEET; THENCE RUN SOUTH 27°38'50" EAST, A DISTANCE OF 68.64 FEET; THENCE RUN SOUTH 41°23'00" EAST, A DISTANCE OF 95.74 FEET; THENCE RUN SOUTH 09°19'22" EAST, A DISTANCE OF 161.00 FEET; THENCE RUN SOUTH 22°58'56" EAST, A DISTANCE OF 78.10 FEET; THENCE RUN SOUTH 41°13'52" WEST, A DISTANCE OF 71.83 FEET; THENCE RUN SOUTH 67°32'49" WEST, A DISTANCE OF 60.90 FEET; THENCE RUN SOUTH 22°37'04" WEST, A DISTANCE OF 125.78 FEET; THENCE RUN SOUTH 05°54'07" WEST, A DISTANCE OF 58.17 FEET; THENCE RUN SOUTH 09°17'29" EAST, A DISTANCE OF 113.07 FEET; THENCE RUN SOUTH 17°42'35" WEST, A DISTANCE OF 84.59 FEET; THENCE RUN SOUTH 54°18'47" EAST, A DISTANCE OF 86.37 FEET; THENCE RUN SOUTH 59°31'01" EAST, A DISTANCE OF 114.87 FEET; THENCE RUN SOUTH 62°38'05" EAST, A DISTANCE OF 134.39 FEET; THENCE RUN SOUTH 39°09'25" EAST, A DISTANCE OF 51.70 FEET; THENCE RUN SOUTH 80°59'23" EAST, A DISTANCE OF 80.02 FEET; THENCE RUN NORTH 35°54'34" EAST, A DISTANCE OF 63.23 FEET; THENCE RUN SOUTH 74°27'55" EAST, A DISTANCE OF 81.89 FEET; THENCE RUN SOUTH 04°00'12" EAST, A DISTANCE OF 73.97 FEET; THENCE RUN SOUTH 80°14'56" EAST, A DISTANCE OF 67.06 FEET; THENCE RUN SOUTH 62°54'57" EAST, A DISTANCE OF 47.02 FEET; THENCE RUN SOUTH 80°58'05" EAST, A DISTANCE OF 47.16 FEET; THENCE RUN NORTH 50°24'47" EAST, A DISTANCE OF 52.77 FEET; THENCE RUN NORTH 16°30'08" WEST, A DISTANCE OF 34.10 FEET; THENCE RUN NORTH 00°36'32" WEST, A DISTANCE OF 52.85 FEET; THENCE RUN SOUTH 40°59'45" EAST, A DISTANCE OF 106.23 FEET; THENCE RUN SOUTH 55°44'00" EAST, A DISTANCE OF 86.62 FEET; THENCE RUN SOUTH 33°10'27" EAST, A DISTANCE OF 83.20 FEET; THENCE RUN SOUTH 55°17'24" EAST, A DISTANCE OF 68.84 FEET; THENCE RUN SOUTH 46°21'25" EAST, A DISTANCE OF 101.01 FEET; THENCE RUN NORTH 74°50'26" EAST, A DISTANCE OF 86.17 FEET; THENCE RUN SOUTH 82°04'41" EAST, A DISTANCE OF 120.38 FEET; THENCE RUN NORTH 58°22'49" EAST, A DISTANCE OF 68.80 FEET; THENCE RUN SOUTH 60°56'38" EAST, A DISTANCE OF 75.22 FEET; THENCE RUN SOUTH 03°14'40" WEST, A DISTANCE OF 76.66 FEET; THENCE RUN SOUTH 50°59'10" WEST, A DISTANCE OF 90.51 FEET; THENCE RUN SOUTH 36°37'10" WEST, A DISTANCE OF 76.43 FEET; THENCE RUN SOUTH 12°29'53" EAST, A DISTANCE OF 471.98 FEET; THENCE RUN SOUTH 24°47'34" EAST, A DISTANCE OF 104.62 FEET; THENCE RUN SOUTH 12°21'53" WEST, A DISTANCE OF 65.63 FEET; THENCE RUN SOUTH 18°03'40" EAST, A DISTANCE OF 67.17 FEET; THENCE RUN SOUTH 25°58'11" EAST, A DISTANCE OF 64.57 FEET; THENCE RUN SOUTH 27°55'06" EAST, A DISTANCE OF 100.44 FEET; THENCE RUN SOUTH 35°22'32" WEST, A DISTANCE OF 59.70 FEET; THENCE RUN SOUTH 13°35'06" EAST, A DISTANCE OF 68.53 FEET; THENCE RUN SOUTH 51°53'59" EAST, A DISTANCE OF 156.93 FEET; THENCE RUN SOUTH 66°50'45" EAST, A DISTANCE OF 64.60 FEET; THENCE RUN SOUTH 48°38'48" WEST, A DISTANCE OF 54.10 FEET; THENCE RUN SOUTH 08°34'50" WEST, A DISTANCE OF 80.78 FEET; THENCE RUN SOUTH 08°53'51" WEST, A DISTANCE OF 102.76 FEET; THENCE RUN SOUTH 13°03'25" WEST, A DISTANCE OF 64.08 FEET; THENCE RUN SOUTH 27°21'03" WEST, A DISTANCE OF 92.67 FEET; THENCE RUN SOUTH 58°32'05" WEST, A DISTANCE OF 39.73 FEET; THENCE RUN SOUTH 05°28'43" WEST, A DISTANCE OF 111.73 FEET; THENCE RUN SOUTH 12°31'44" WEST, A DISTANCE OF 83.93 FEET; THENCE RUN

SOUTH 55°17'54" WEST, A DISTANCE OF 62.16 FEET; THENCE RUN NORTH 84°37'02" WEST, A DISTANCE OF 51.91 FEET; THENCE RUN NORTH 88°34'03" WEST, A DISTANCE OF 32.60 FEET; THENCE RUN SOUTH 42°06'52" WEST, A DISTANCE OF 58.01 FEET; THENCE RUN SOUTH 12°33'12" WEST, A DISTANCE OF 37.53 FEET; THENCE RUN SOUTH 20°36'57" WEST, A DISTANCE OF 33.88 FEET; THENCE RUN SOUTH 20°04'52" EAST, A DISTANCE OF 53.52 FEET; THENCE RUN SOUTH 24°42'25" EAST, A DISTANCE OF 74.30 FEET; THENCE RUN SOUTH 30°43'24" EAST, A DISTANCE OF 665.00 FEET; THENCE RUN SOUTH 76°34'14" EAST, A DISTANCE OF 477.21 FEET; THENCE RUN SOUTH 71°58'41" EAST, A DISTANCE OF 165.94 FEET; THENCE RUN SOUTH 54°48'46" EAST, A DISTANCE OF 79.68 FEET; THENCE RUN SOUTH 62°41'15" EAST, A DISTANCE OF 108.65 FEET; THENCE RUN SOUTH 62°55'30" EAST, A DISTANCE OF 667.14 FEET; THENCE RUN SOUTH 60°27'48" EAST, A DISTANCE OF 87.14 FEET; THENCE RUN SOUTH 64°03'50" EAST, A DISTANCE OF 106.68 FEET; THENCE RUN SOUTH 43°54'25" EAST, A DISTANCE OF 79.20 FEET; THENCE RUN SOUTH 72°01'07" EAST, A DISTANCE OF 124.60 FEET; THENCE RUN SOUTH 60°09'14" EAST, A DISTANCE OF 62.29 FEET; THENCE RUN SOUTH 31°27'02" EAST, A DISTANCE OF 86.64 FEET; THENCE RUN SOUTH 63°57'31" EAST, A DISTANCE OF 63.36 FEET; THENCE RUN NORTH 89°40'02" EAST, A DISTANCE OF 61.47 FEET; THENCE RUN SOUTH 25°03'35" EAST, A DISTANCE OF 41.98 FEET; THENCE RUN SOUTH 58°26'41" EAST, A DISTANCE OF 77.10 FEET; THENCE RUN NORTH 64°51'43" EAST, A DISTANCE OF 59.71 FEET; THENCE RUN NORTH 22°27'00" EAST, A DISTANCE OF 133.33 FEET; THENCE RUN NORTH 52°49'57" EAST, A DISTANCE OF 66.67 FEET; THENCE RUN NORTH 35°29'20" EAST, A DISTANCE OF 82.69 FEET; THENCE RUN NORTH 27°10'34" EAST, A DISTANCE OF 56.95 FEET; THENCE RUN SOUTH 79°02'53" EAST, A DISTANCE OF 94.44 FEET; THENCE RUN NORTH 62°59'52" EAST, A DISTANCE OF 87.39 FEET; THENCE RUN SOUTH 55°10'19" EAST, A DISTANCE OF 51.33 FEET; THENCE RUN SOUTH 56°42'06" EAST, A DISTANCE OF 76.72 FEET; THENCE RUN SOUTH 69°38'47" EAST, A DISTANCE OF 98.62 FEET; THENCE RUN SOUTH 33°07'22" EAST, A DISTANCE OF 66.32 FEET; THENCE RUN SOUTH 12°34'18" EAST, A DISTANCE OF 67.51 FEET; THENCE RUN SOUTH 73°43'09" EAST, A DISTANCE OF 32.57 FEET; THENCE RUN NORTH 88°46'08" EAST, A DISTANCE OF 89.59 FEET; THENCE RUN SOUTH 72°00'24" EAST, A DISTANCE OF 88.54 FEET; THENCE RUN NORTH 82°00'35" EAST, A DISTANCE OF 82.23 FEET; THENCE RUN NORTH 28°08'41" EAST, A DISTANCE OF 77.60 FEET; THENCE RUN SOUTH 79°52'28" EAST, A DISTANCE OF 72.13 FEET; THENCE RUN SOUTH 84°08'18" EAST, A DISTANCE OF 76.52 FEET; THENCE RUN SOUTH 50°04'27" EAST, A DISTANCE OF 116.72 FEET; THENCE RUN SOUTH 18°05'38" EAST, A DISTANCE OF 86.72 FEET; THENCE RUN SOUTH 11°26'26" WEST, A DISTANCE OF 91.89 FEET; THENCE RUN SOUTH 29°04'26" EAST, A DISTANCE OF 89.79 FEET; THENCE RUN SOUTH 09°58'55" EAST, A DISTANCE OF 91.28 FEET; THENCE RUN SOUTH 40°14'22" EAST, A DISTANCE OF 56.45 FEET; THENCE RUN SOUTH 43°10'08" EAST, A DISTANCE OF 86.77 FEET; THENCE RUN SOUTH 30°23'40" EAST, A DISTANCE OF 63.23 FEET; THENCE RUN SOUTH 36°06'06" WEST, A DISTANCE OF 69.17 FEET; THENCE RUN SOUTH 49°24'38" EAST, A DISTANCE OF 39.36 FEET; THENCE RUN NORTH 51°47'53" EAST, A DISTANCE OF 66.55 FEET; THENCE RUN SOUTH 18°39'03" EAST, A DISTANCE OF 66.42 FEET; THENCE RUN SOUTH 13°29'51" EAST, A DISTANCE OF 121.98 FEET; THENCE RUN SOUTH 37°08'09" EAST, A DISTANCE OF 78.28 FEET; THENCE RUN SOUTH 18°59'20" EAST, A DISTANCE OF 85.31 FEET; THENCE RUN SOUTH 29°01'05" WEST, A DISTANCE OF 50.31 FEET; THENCE RUN SOUTH 14°39'12" WEST, A DISTANCE OF 122.19 FEET; THENCE RUN SOUTH 18°44'14" EAST, A DISTANCE OF 78.53 FEET; THENCE RUN SOUTH 53°17'25"

EAST, A DISTANCE OF 80.53 FEET; THENCE RUN SOUTH 37°24'41" EAST, A DISTANCE OF 83.16 FEET; THENCE RUN SOUTH 55°25'31" EAST, A DISTANCE OF 71.44 FEET; THENCE RUN NORTH 58°27'23" EAST, A DISTANCE OF 43.35 FEET; THENCE RUN SOUTH 19°10'27" EAST, A DISTANCE OF 37.15 FEET; THENCE RUN SOUTH 63°34'27" WEST, A DISTANCE OF 31.07 FEET; THENCE RUN SOUTH 22°20'25" EAST, A DISTANCE OF 134.31 FEET; THENCE RUN SOUTH 08°26'23" WEST, A DISTANCE OF 67.96 FEET; THENCE RUN SOUTH 22°50'36" EAST, A DISTANCE OF 95.16 FEET; THENCE RUN SOUTH 68°08'39" EAST, A DISTANCE OF 101.39 FEET; THENCE RUN SOUTH 84°06'33" EAST, A DISTANCE OF 143.78 FEET; THENCE RUN SOUTH 53°36'32" EAST, A DISTANCE OF 79.23 FEET; THENCE RUN SOUTH 62°30'27" EAST, A DISTANCE OF 79.89 FEET; THENCE RUN SOUTH 80°26'17" EAST, A DISTANCE OF 103.16 FEET; THENCE RUN SOUTH 50°11'10" EAST, A DISTANCE OF 58.15 FEET; THENCE RUN SOUTH 66°52'59" EAST, A DISTANCE OF 72.77 FEET; THENCE RUN SOUTH 63°53'24" EAST, A DISTANCE OF 143.33 FEET; THENCE RUN SOUTH 83°14'16" EAST, A DISTANCE OF 82.39 FEET; THENCE RUN SOUTH 46°01'21" EAST, A DISTANCE OF 132.57 FEET; THENCE RUN SOUTH 30°59'41" EAST, A DISTANCE OF 81.79 FEET; THENCE RUN NORTH 86°11'27" EAST, A DISTANCE OF 73.17 FEET; THENCE RUN NORTH 62°36'40" EAST, A DISTANCE OF 109.25 FEET; THENCE RUN NORTH 76°42'21" EAST, A DISTANCE OF 117.81 FEET TO A POINT ON THE WEST LINE OF A 79.02 ACRE LEESBURG INTERNATIONAL AIRPORT SEA PLANE MITIGATION AREA; THENCE ALONG SAID SEA PLANE MITIGATION AREA THE FOLLOWING SIXTEEN (16) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 00°30'28" WEST, A DISTANCE OF 58.37 FEET; 2) THENCE RUN NORTH 59°53'32" EAST, A DISTANCE OF 54.81 FEET; 3) THENCE RUN SOUTH 43°52'35" EAST, A DISTANCE OF 38.23 FEET; 4) THENCE RUN SOUTH 75°34'26" EAST, A DISTANCE OF 45.20 FEET; 5) THENCE RUN SOUTH 70°37'50" EAST, A DISTANCE OF 23.34 FEET; 6) THENCE RUN SOUTH 65°59'05" EAST, A DISTANCE OF 142.77 FEET; 7) THENCE RUN SOUTH 71°48'27" EAST, A DISTANCE OF 41.59 FEET; 8) THENCE RUN SOUTH 73°29'01" EAST, A DISTANCE OF 85.77 FEET; 9) THENCE RUN NORTH 83°59'28" EAST, A DISTANCE OF 72.88 FEET; 10) THENCE RUN NORTH 82°39'04" EAST, A DISTANCE OF 75.52 FEET; 11) THENCE RUN NORTH 22°53'15" EAST, A DISTANCE OF 49.24 FEET; 12) THENCE RUN NORTH 42°47'28" EAST, A DISTANCE OF 36.32 FEET; 13) THENCE RUN NORTH 66°51'09" EAST, A DISTANCE OF 48.16 FEET; 14) THENCE RUN NORTH 82°25'46" EAST, A DISTANCE OF 75.22 FEET; 15) THENCE RUN NORTH 82°09'15" EAST, A DISTANCE OF 66.23 FEET; 16) THENCE RUN NORTH 72°05'31" EAST, A DISTANCE OF 32.56 FEET TO A POINT ON THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SEA PLANE MITIGATION AREA, RUN ALONG THE BOUNDARY OF SAID LANDS THE FOLLOWING SIX (6) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 00°30'28" WEST, A DISTANCE OF 107.66 FEET; 2) THENCE RUN SOUTH 89°33'30" EAST, A DISTANCE OF 841.08 FEET; 3) THENCE RUN SOUTH 02°20'16" EAST, A DISTANCE OF 303.39 FEET; 4) THENCE RUN SOUTH 60°11'33" EAST, A DISTANCE OF 535.18 FEET; 5) THENCE RUN SOUTH 00°10'55" WEST, A DISTANCE OF 387.25 FEET; 6) THENCE RUN SOUTH 00°48'18" WEST, A DISTANCE OF 476.88 FEET; THENCE DEPARTING THE BOUNDARY OF SAID LANDS RUN NORTH 89°54'06" WEST, A DISTANCE OF 20.00 FEET; THENCE RUN SOUTH 45°14'29" WEST, A DISTANCE OF 109.76 FEET; THENCE RUN SOUTH 67°29'16" WEST, A DISTANCE OF 420.28 FEET; THENCE RUN SOUTH 18°01'51" EAST, A DISTANCE OF 91.81 FEET TO A POINT OF CURVATURE OF A 628.50 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHEAST WHOSE RADIUS POINT BEARS NORTH 71°57'09" EAST; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL

ANGLE OF 58°07'29" AN ARC DISTANCE OF 637.59 FEET; THENCE ALONG A NON-TANGENT LINE RUN NORTH 00°48'18" EAST, A DISTANCE OF 618.09 FEET TO THE BOUNDARY OF AFORESAID LANDS; THENCE RUN SOUTH 88°56'30" EAST, A DISTANCE OF 2,556.25 FEET; THENCE RUN ALONG THE BOUNDARY OF SAID LANDS THE FOLLOWING NINE (9) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 88°56'30" EAST, A DISTANCE OF 2556.25 FEET; 2) THENCE RUN SOUTH 00°49'33" WEST, A DISTANCE OF 5.52 FEET; 3) THENCE RUN SOUTH 43°39'58" WEST, A DISTANCE OF 170.17 FEET; 4) THENCE RUN SOUTH 13°50'45" WEST, A DISTANCE OF 147.54 FEET; 5) THENCE RUN SOUTH 26°56'42" EAST, A DISTANCE OF 135.90 FEET; 6) THENCE RUN SOUTH 41°29'44" EAST, A DISTANCE OF 127.17 FEET; 7) THENCE RUN SOUTH 00°49'33" WEST, A DISTANCE OF 891.81 FEET; 8) THENCE RUN NORTH 88°56'27" WEST, A DISTANCE OF 65.00 FEET; 9) THENCE RUN SOUTH 00°49'33" WEST, A DISTANCE OF 381.39 FEET; THENCE DEPARTING SAID LANDS, RUN NORTH 89°10'27" WEST, A DISTANCE OF 715.86 FEET TO A POINT OF CURVATURE OF A 871.50 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE WEST WHOSE RADIUS POINT BEARS SOUTH 83°15'04" WEST; THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°48'27" AN ARC DISTANCE OF 118.75 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 01°03'30" WEST, A DISTANCE OF 117.27 FEET TO A POINT OF CURVATURE OF A 25.01 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHEAST WHOSE RADIUS POINT BEARS SOUTH 88°56'53" EAST; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°58'43" AN ARC DISTANCE OF 39.27 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 470 (A 100 FOOT WIDE RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 11670-2601); THENCE DEPARTING SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262, RUN ALONG SAID NORTH AND EAST RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1) THENCE RUN NORTH 88°56'30" WEST, A DISTANCE OF 1990.13 FEET TO A POINT OF CURVATURE OF A 1095.82 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST; 2) THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°43'22" AN ARC DISTANCE OF 1716.01 FEET TO A POINT OF TANGENCY; 3) THENCE RUN NORTH 00°46'52" EAST, A DISTANCE OF 378.96 FEET TO A POINT OF CURVATURE OF A 1196.40 FOOT RADIUS CURVE CONCAVE TO THE WEST; 4) THENCE RUN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°56'25" AN ARC DISTANCE OF 646.07 FEET TO A POINT ON THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4496, PAGE 70, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE AND ALONG SAID SOUTH LINE RUN SOUTH 89°13'08" EAST A DISTANCE OF 120.24 FEET TO THE SOUTHEAST CORNER OF SAID LANDS AND THE EAST LINE OF THE NORTHEAST 1/4 OF AFORESAID SECTION 17; THENCE ALONG SAID EAST LINE RUN NORTH 00°46'52" EAST A DISTANCE OF 535.00 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 9; THENCE RUN NORTH 00°30'28" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9, A DISTANCE OF 100.00 FEET TO THE NORTHEAST CORNER OF AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4496, PAGE 70; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°24'17" WEST, ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 807.90 FEET TO THE NORTHWEST CORNER OF SAID LANDS; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°30'28" WEST, ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 99.99 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 470, SAID POINT BEING ON A 1196.40 FOOT RADIUS NON-

TANGENT CURVE CONCAVE TO THE SOUTH WHOSE RADIUS POINT BEARS SOUTH 17°12'59" WEST; THENCE DEPARTING SAID WEST LINE, RUN WESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1) THENCE RUN ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°37'16" AN ARC DISTANCE OF 347.07 FEET TO A POINT OF TANGENCY; 2) THENCE RUN NORTH 89°24'17" WEST, A DISTANCE OF 1499.57 FEET; 3) THENCE RUN NORTH 89°23'48" WEST A DISTANCE OF 2,315.45 FEET; 4) THENCE RUN NORTH 84°15'10" WEST A DISTANCE OF 213.38 FEET TO THE NORTHEASTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4556, PAGE 1743, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE AND ALONG SAID NORTHEASTERLY LINE RUN NORTH 42°26'19" WEST A DISTANCE OF 1675.88 FEET TO THE MOST NORTHERLY CORNER OF SAID LANDS; THENCE DEPARTING SAID NORTHEASTERLY LINE, RUN SOUTH 47°33'41" WEST, ALONG THE NORTHWESTERLY LINE OF SAID LANDS, A DISTANCE OF 50.00 FEET; THENCE DEPARTING SAID NORTHWESTERLY LINE, RUN NORTH 42°26'19" WEST, A DISTANCE OF 513.90 FEET; THENCE RUN NORTH 46°33'10" EAST, A DISTANCE OF 352.15 FEET TO A POINT OF CURVATURE OF A 871.50 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHEAST WHOSE RADIUS POINT BEARS NORTH 54°04'41" EAST; THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°28'31" AN ARC DISTANCE OF 174.54 FEET TO A POINT OF REVERSE CURVE OF A 428.50 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 49°19'26" AN ARC DISTANCE OF 368.88 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 73°46'14" WEST, A DISTANCE OF 258.83 FEET TO A POINT OF CURVATURE OF A 721.50 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST; THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 88°34'30" AN ARC DISTANCE OF 1,115.38 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 14°48'16" EAST, A DISTANCE OF 163.86 FEET; THENCE RUN NORTH 75°11'44" WEST, A DISTANCE OF 148.33 FEET; THENCE RUN SOUTH 85°11'48" WEST, A DISTANCE OF 56.53 FEET; THENCE RUN SOUTH 72°49'12" WEST, A DISTANCE OF 176.80 FEET; THENCE RUN SOUTH 79°03'31" WEST, A DISTANCE OF 67.39 FEET; THENCE RUN SOUTH 85°07'14" WEST, A DISTANCE OF 71.61 FEET; THENCE RUN NORTH 05°27'18" WEST, A DISTANCE OF 99.24 FEET TO A POINT OF CURVATURE OF A 567.50 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTH WHOSE RADIUS POINT BEARS NORTH 02°01'13" WEST; THENCE RUN WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 47°43'58" AN ARC DISTANCE OF 472.78 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 44°17'15" WEST, A DISTANCE OF 853.08 FEET TO A POINT OF CURVATURE OF A 117.50 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST; THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°17'10" AN ARC DISTANCE OF 45.70 FEET TO A POINT OF REVERSE CURVE OF A 82.50 FEET FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20°53'49" AN ARC DISTANCE OF 30.09 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 42°53'54" WEST, A DISTANCE OF 82.19 FEET; THENCE RUN NORTH 45°12'18" WEST, A DISTANCE OF 47.48 FEET; THENCE RUN NORTH 42°26'19" WEST, A DISTANCE OF 1,805.23 FEET; THENCE RUN NORTH 48°18'05" WEST, A DISTANCE OF 195.80 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE RUN NORTH 00°45'14" EAST, ALONG SAID WEST LINE, A DISTANCE OF 2166.48 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT A PORTION OF SECTIONS 6 AND 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST 1/4 CORNER OF SAID SECTION 6; THENCE RUN SOUTH 00°45'14" WEST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 2487.91 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA'S TURNPIKE (STATE ROAD NO. 91, A VARIABLE WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, STATE PROJECT NO. 190747-2); THENCE DEPARTING SAID WEST LINE, RUN SOUTH 42°26'19" EAST, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2028.71 FEET; THENCE DEPARTING SAID NORTHEASTERLY RIGHT-OF-WAY LINE, RUN NORTH 47°33'41" EAST, A DISTANCE OF 357.40 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 41°59'57" WEST, A DISTANCE OF 69.05 FEET; THENCE RUN NORTH 32°40'56" WEST, A DISTANCE OF 90.82 FEET; THENCE RUN NORTH 41°14'47" EAST, A DISTANCE OF 435.16 FEET; THENCE RUN NORTH 07°17'19" EAST, A DISTANCE OF 101.77 FEET; THENCE RUN NORTH 81°26'26" EAST, A DISTANCE OF 107.25 FEET; THENCE RUN NORTH 72°03'02" EAST, A DISTANCE OF 84.28 FEET; THENCE RUN NORTH 63°47'21" EAST, A DISTANCE OF 84.28 FEET; THENCE RUN NORTH 55°31'41" EAST, A DISTANCE OF 84.28 FEET; THENCE RUN NORTH 47°16'36" EAST, A DISTANCE OF 84.28 FEET; THENCE RUN NORTH 42°43'33" EAST, A DISTANCE OF 442.43 FEET; THENCE RUN NORTH 49°53'15" EAST, A DISTANCE OF 61.10 FEET; THENCE RUN NORTH 63°53'58" EAST, A DISTANCE OF 114.22 FEET TO A POINT OF CURVATURE A 2,521.50 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHEAST WHOSE RADIUS POINT BEARS NORTH 60°49'50" EAST; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°34'52" AN ARC DISTANCE OF 201.60 FEET TO A POINT OF REVERSE CURVE OF A 828.50 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°50'07" AN ARC DISTANCE OF 243.44 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 16°54'55" EAST, A DISTANCE OF 652.31 FEET TO A POINT OF CURVATURE OF A 1,478.50 FOOT RADIUS CURVE CONCAVE TO THE WEST; THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°39'01" AN ARC DISTANCE OF 816.72 FEET; THENCE ALONG A NON-TANGENT LINE, RUN NORTH 75°11'44" WEST, A DISTANCE OF 155.52 FEET; THENCE RUN NORTH 85°20'04" WEST, A DISTANCE OF 72.45 FEET; THENCE RUN SOUTH 84°21'24" WEST, A DISTANCE OF 77.28 FEET; THENCE RUN SOUTH 72°54'41" WEST, A DISTANCE OF 191.58 FEET; THENCE RUN SOUTH 79°10'25" WEST, A DISTANCE OF 61.63 FEET; THENCE RUN SOUTH 86°58'11" WEST, A DISTANCE OF 20.04 FEET; THENCE RUN NORTH 89°49'01" WEST, A DISTANCE OF 64.29 FEET; THENCE RUN NORTH 81°41'10" WEST, A DISTANCE OF 59.62 FEET; THENCE RUN NORTH 73°57'37" WEST, A DISTANCE OF 59.62 FEET; THENCE RUN NORTH 66°14'05" WEST, A DISTANCE OF 59.62 FEET; THENCE RUN NORTH 58°30'33" WEST, A DISTANCE OF 59.62 FEET; THENCE RUN NORTH 51°12'19" WEST, A DISTANCE OF 59.88 FEET; THENCE RUN NORTH 44°17'15" WEST, A DISTANCE OF 810.00 FEET TO THE POINT OF BEGINNING.

AND

A PORTION OF SECTION 9, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 9; THENCE RUN SOUTH 89°11'07" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9, A DISTANCE OF 2650.14 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 9; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°45'24" EAST, ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9, A DISTANCE OF 1340.43 FEET TO A POINT ON A LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE, RUN ALONG THE BOUNDARY OF THE AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262 THE FOLLOWING FIVE (5) COURSES AND DISTANCES: 1) THENCE RUN NORTH 90°00'00" WEST, A DISTANCE OF 1427.39 FEET; 2) THENCE RUN NORTH 20°12'05" EAST, A DISTANCE OF 896.56 FEET; 3) THENCE RUN SOUTH 89°45'55" EAST, A DISTANCE OF 1510.88 FEET; 4) THENCE RUN SOUTH 00°00'00" EAST, A DISTANCE OF 538.26 FEET; 5) THENCE RUN NORTH 90°00'00" EAST, A DISTANCE OF 1602.12 FEET TO A POINT ON THE EAST LINE OF THE LANDS DESCRIBED AS PARCEL 2 IN OFFICIAL RECORDS BOOK 2070, PAGE 2098, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262, RUN ALONG THE BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2070, PAGE 2098 THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 00°36'49" WEST, A DISTANCE OF 831.10 FEET; 2) THENCE RUN NORTH 88°50'30" WEST, A DISTANCE OF 192.44 FEET TO A POINT ON THE BOUNDARY OF THE AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262; THENCE DEPARTING SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2070, PAGE 2098, RUN ALONG SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262 THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1) THENCE RUN NORTH 74°45'27" WEST, A DISTANCE OF 957.72 FEET; 2) THENCE RUN NORTH 90°00'00" WEST, A DISTANCE OF 631.59 FEET; 3) THENCE RUN NORTH 01°16'27" EAST, A DISTANCE OF 278.48 FEET; 4) THENCE RUN NORTH 90°00'00" WEST, A DISTANCE OF 244.47 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT A PORTION OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 9; THENCE RUN SOUTH 89°11'07" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9, A DISTANCE OF 2650.14 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 9; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°45'24" EAST, ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 9, A DISTANCE OF 1246.22 FEET; THENCE DEPARTING SAID WEST LINE RUN SOUTH 89°14'36" EAST, A DISTANCE OF 1600.64 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 81°20'38" EAST, A DISTANCE OF 106.31 FEET; THENCE RUN SOUTH 08°40'10" EAST, A DISTANCE OF 119.48 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 55°12'49" WEST, 25.17 FEET TO WHICH A RADIAL LINE BEARS NORTH 20°12'23" WEST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 29°09'37", AN ARC

DISTANCE OF 25.45 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $57^{\circ}13'50''$, AN ARC DISTANCE OF 19.98 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 217.50 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $12^{\circ}27'15''$, AN ARC DISTANCE OF 47.28 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $85^{\circ}55'59''$, AN ARC DISTANCE OF 30.00 FEET TO THE POINT OF TANGENCY; THENCE NORTH $08^{\circ}39'26''$ WEST, A DISTANCE OF 106.20 FEET TO THE POINT OF BEGINNING.

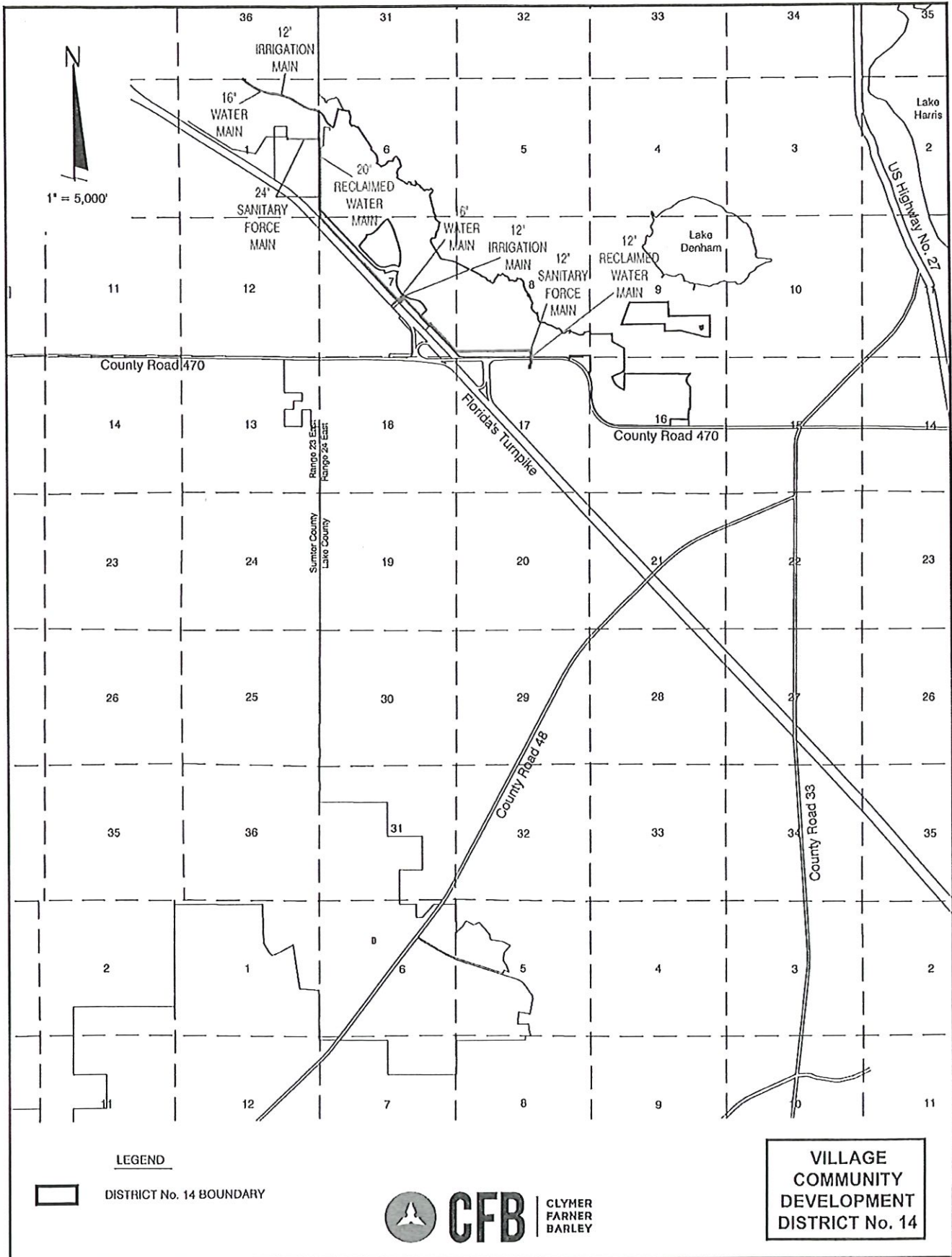
EXHIBIT 7

TIMETABLES AND RELATED COSTS OF THE DISTRICT SERVICES AND FACILITIES VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14

Improvement/Facility	Anticipated Schedule	Costs
Subdivision Infrastructure Roads & Drainage	2021-2024	\$44,077,300
Collector Road Infrastructure Roads & Drainage	2021-2024	\$29,640,656
Multi-Use Trails & Paths, Golf Cart Bridges & Tunnels	2021-2024	\$36,692,068
Boundary Security Buffers/Walls & Fencing in Common Areas	2021-2024	\$32,440,714
Master Earthwork and Stormwater Collection Systems	2021-2024	\$3,999,077
Wetland and Wildlife Mitigation/Protection Measures	2021-2024	\$143,435,666
Project Entry Features	2021-2024	\$1,750,481
TOTAL:		\$299,522,252

Note: This table reflects the same costs and anticipated timetables from the first petition to amend Village Community Development District No. 14. Bonds were issued for these improvements and no additional bonds will be issued for these improvements. The costs are still subject to change throughout the construction process.

EXHIBIT 8



VILLAGE COMMUNITY DEVELOPMENT DISTRICT No. 14

EXHIBIT 9

STATEMENT OF ESTIMATED REGULATORY COSTS AMENDMENT OF VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14

1.0 Introduction

1.1 Purpose and Scope

This statement of estimated regulatory costs (SERC) supports the petition to amend Village Community Development District No. 14 (the "District"). The proposed District will include approximately 1,013.1 acres of land on which roughly 3,234 dwelling units are planned for development. The District will provide infrastructure and community services to this area in the District as described more fully below.

The limitations on the scope and use of this SERC are set out in Section 190.002(2)(d), Florida Statutes ("F.S."), as follows:

"That the process of establishing such a District pursuant to uniform general law shall be fair and based only on factors material to managing and financing the service delivery function of the District, so that any matter concerning permitting or planning of the development is not material or relevant."

1.2 Overview of the Proposed District Village Community Development District No. 14

The District will provide community infrastructure, services, and facilities, along with their operations and maintenance, to the proposed area, located in the City of Leesburg, Lake County, Florida. The amended District will encompass 1,013.1 acres. The District will include roughly 3,234 units with a mix of housing types, designs and models.

1.3 Requirements for Statement of Estimated Regulatory Costs (SERC)

Section 120.541(2), F.S. (2022) defines the elements a SERC must contain (or in this case, City ordinance).

(a) An economic analysis showing whether the rule directly or indirectly:

1. Is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within five (5) years after the implementation of the rule;

2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within five years after the implementation of the rule; or
 3. Is likely to increase regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within five years after the implementation of the rule.
- (b) A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.
 - (c) A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state or local revenues.
 - (d) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local government entities, required to comply with the requirements of the rule. As used in this section, "transactional costs" are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, the cost of monitoring and reporting, and any other costs necessary to comply with the rule.
 - (e) An analysis of the impact on small businesses as defined by Section 288.703, F.S., and an analysis of the impact on small counties and small cities as defined in Section 120.52, F.S. The impact analysis for small businesses must include the basis for the agency's decision not to implement alternatives that would reduce adverse impacts on small businesses.
 - (f) Any additional information that the agency determines may be useful.
 - (g) In the statement or revised statement, whichever applies, a description of any regulatory alternatives submitted under paragraph (1)(a) and a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

2.0 An economic analysis showing whether the rule/ordinance directly or indirectly will have an adverse impact on economic growth, job creation, employment, private-sector investment, business competitiveness, or regulatory costs.

Section 120.541(2)(a), F.S., requires an economic analysis showing whether the establishment and subsequent amendment of the District will directly or indirectly have an adverse impact on economic growth, job creation, employment, private-sector investment, business competitiveness, or regulatory costs exceeding \$1 million in the aggregate within five years after the establishment takes place. The answer, based upon numerous other residential community development districts, is that the amendment of the District area will not have an adverse impact on economic growth, job creation, employment, private-sector investment, business competitiveness, or regulatory costs.

The amendment of the District area is likely to increase economic growth, job creation, employment, private-sector investment, and business competitiveness. This is because the District will provide infrastructure improvements within the District's boundaries, allowing for the development of the land within the District. The development is planned to include roughly 3,234 dwelling units. The residents of the District will purchase goods and services. This new demand created by the District's residents will increase economic growth, job creation, employment, private-sector investment, and business competitiveness in the areas surrounding the District.

The District will have the ability to assess the property owners to pay for the installation, operation, and maintenance of its infrastructure improvements. However, such costs will not be in addition to, or unique to, the District. The infrastructure improvements to be funded by the District would be required to support development of the planned residences, regardless of the District's existence. Community development districts, such as Village Community Development District No. 14 can fund their infrastructure improvements with long-term bond financing that typically carries more favorable terms than other sources of funding. Thus, the costs related to the installation of the public infrastructure serving the planned development will not be increased due to the existence of the District.

3.0 A good-faith estimate of the number of individuals and entities likely to be required to comply with the rule/ordinance, together with a general description of the types of individuals likely to be affected by the rule/ordinance.

The landowner of the District plans to develop 3,234 dwelling units within the District. The establishment of the District in 2021 put all residents under the jurisdiction of the proposed District. Prior to the sale of the property within the District, the developer will also be subject to the District's jurisdiction. This amendment will decrease the area that is within the District's jurisdiction.

4.0 Good-faith estimate of the cost to state and local government entities, of implementing and enforcing the proposed ordinance, and any anticipated effect on state and local revenues

4.1 Impact on State and Local Costs

State Government Entities

There will be only modest costs to various Florida ("State") governmental entities due to the formation of the District. The District consists of less than 2,500 acres; therefore, the City of Leesburg (the "City") is the establishing and amending entity, pursuant to Florida Statutes Section 190.005(2). The State will incur no costs in reviewing the petition to amend the District and the State will not be required to hold any public hearings on the matter.

The ongoing costs to various State entities to implement and enforce the amendment of the District relate strictly to the receipt and processing of various reports that the District is required to file annually with the State and its various entities. These annual reports are outlined in the attached Appendix. However, the costs to the State agencies that will receive and process the District's reports will be minimal. The District is only one of many governmental subdivisions required to submit various reports to the State. Additionally, pursuant to Section 189.018, F.S., the District will pay an annual fee to the State Department of Economic Opportunity to offset such processing costs.

City of Leesburg

City staff will process, analyze, and conduct public hearing(s) on the petition to amend the District. These activities will utilize the time of the staff and City Commissioners, however, these costs to the City are likely to be minimal for a number of reasons. First, review of the petition does not include analysis of the development to be served by the District. Second, the petition itself provides most of the information needed for City staff's review. Third, the City currently employs the staff needed to conduct the review of the petition. Fourth, no capital expenditure is required to review the petition. Finally, local governments routinely process similar petitions for land use and zoning changes that are more complex than is the petition to amend a Community Development District.

The annual costs to the City, related to the ongoing operations of the District, are also minimal. The District will be an independent unit of local government. The only annual costs incurred by the City will be the minimal costs of receiving and, to the extent desired, reviewing the various reports that the District is required to provide to the City.

4.2 Impact on State and Local Revenues

Adoption of the proposed ordinance will have no negative impact on State or local revenues. The District is an independent unit of local government. It is designed to provide community facilities and services to serve the development. It has its own sources of revenue. No State or local subsidies are required or expected.

In this regard, it is important to note that the debt obligations incurred by the District to construct its infrastructure, or for any other reason, are not debts of the State, the County, the City, or any unit of local government. By State law, the debts of the District are strictly its own responsibility.

5.0 A good-faith estimate of the transactional costs likely to be incurred by individuals and entities required to comply with the requirements of the rule/ordinance.

Table 2, below, provides an outline of the various facilities and services the District plans to provide. The District plans to fund, own, operate, and maintain certain drainage and stormwater systems, landscaping, and ponds. The District will also plan, construct, and finance some of the community's roadways, along with possibly offsite roadway improvements. The roadways and drainage systems within publicly dedicated rights-of-way will be conveyed to the appropriate general-purpose government for operation and maintenance. The landowner will construct the utilities and other community infrastructure and facilities. The District will be responsible for maintenance of some of these facilities.

Table 2. Facilities and Services

<u>Improvements/Facility</u>	<u>Funded By</u>	<u>O&M By</u>	<u>Ownership</u>
Roads	Landowner/CDD	City	City
Utilities	Landowner	Landowner	Landowner
Amenities	Landowner	Landowner	Landowner
Drainage	CDD	CDD	CDD
Landscape/Lakes	CDD	CDD	CDD

The petitioner issued debt to help cover the costs of the capital improvements and facilities outlined in Table 2. The costs anticipated for these improvements and facilities are shown in Table 3, below. Total costs for the improvements and facilities are approximately \$299,522,252.00. The costs are subject to change as the construction continues. There is no change in the costs from the previous petition to amend the District. No additional debt will be issued to finance the capital improvements and facilities within the District as outlined in this petition. However, if the District is later expanded, additional debt may be issued to finance the capital improvements in the expanded portions of the District.

Table 3. Timetables and Related Costs

<u>Improvement/Facility</u>	<u>Anticipated Schedule</u>	<u>Costs</u>
Subdivision Infrastructure Roads & Drainage	2021-2024	\$44,077,300
Collector Road Infrastructure Roads & Drainage	2021-2024	\$29,640,656
Multi-Use Trails & Paths, Golf Cart Bridges & Tunnels	2021-2024	\$36,692,068
Boundary Security Buffers/Walls & Fencing in Common Areas	2021-2024	\$32,440,714
Master Earthwork and Stormwater Collection Systems	2021-2024	\$3,999,077
Wetland and Wildlife Mitigation/Protection Measures	2021-2024	\$143,435,666

Project Entry Features
TOTAL:

2021-2024

\$1,750,481
\$299,522,252

Prospective future landowners in the District may be required to pay non-ad valorem assessments levied by the District to secure the debt incurred by the District through the bond issuances. In addition to the levy of non-ad valorem assessments for debt service, the District may also impose a non-ad valorem assessment to fund the operations and maintenance of the District and its facilities and services.

It is important to note that the various costs outlined in Table 3 are typical for residential developments of the type contemplated herein. In other words, there is nothing unusual about the District's financing that requires additional infrastructure over and above what would normally be needed. Therefore, these costs are not in addition to normal development costs. Instead, the facilities and services provided by the District are substituting in part for developer-provided infrastructure and facilities. Along these same lines, District-imposed assessments for operations and maintenance costs are similar to what would be charged in any event by a property owner's association common to most master-planned developments.

Real estate markets take into account the District's cost because buyers and renters evaluate all of the costs and benefits associated with various alternative locations. Therefore, market forces preclude developers from marking up the prices of their products beyond what the competition allows. To remain competitive, the operations and maintenance charges must also be in line with the competition.

Furthermore, locating in the District by new residents is completely voluntary. So ultimately, all owners and users of the affected property choose to accept the District's costs because of the benefits that the District provides.

The District is an alternative means to finance necessary community services. District financing is no more expensive, and often less expensive, than the alternatives of a municipal services taxing unit (MSTU), a neighborhood association, City provision (directly or via a dependent special District), or through developer-bank loans.

6.0 An analysis of the impact on small businesses, as defined by Section 288.703, F.S., and an analysis of the impact on small counties and small cities as defined by Section 120.52, F.S.

There will be no adverse impact on small businesses because of this amendment to the District. If anything, the impact will be positive. This is because the District must competitively bid certain of its contracts. This affords small businesses the opportunity to bid on District work.

The City of Leesburg has an estimated population of 27,000 according to the most recent U.S. Census Bureau (2020) and the population was 20,117 at the 2010 census. Therefore, the City of Leesburg is not considered a small city as defined by Section 120.52 F.S. The

District will provide infrastructure facilities and services to the property located within the District. These facilities and services will help to make this property developable.

Development of the property within the District will increase the value of this property, and consequently, will increase the property taxes that accrue to the City. These increased property taxes, along with other direct and indirect revenues accruing to the City as a result of the development of the land within the District, will offset any new staff, facilities, or equipment the City adds to provide services to the property owners within the District.

7.0 Any additional useful information.

The analysis provided above is based on a straightforward application of economic theory, especially as it relates to tracking the incidence of regulatory costs and benefits. Inputs were received from the developer's engineer and other professionals associated with the developer.

When the City approved the establishment of the District in 2021, the City determined the District was a better option for the property than an MSBU or a special taxing District under Chapter 170 of the Florida Statutes, a dependent special district, or allowing the District to operate merely as a property owner's association. This amendment does not change the purpose of the District, it merely decreases the service area of the District while providing the same capital improvements previously reviewed by the City. The issued debt will remain the responsibility of the District. The District residents will continue to have a focused unit of government under their direct control and the District will continue to be more responsive to resident needs without disrupting other City responsibilities.

APPENDIX

REPORT	STATUE SECTION	DUE DATE
Annual Financial Audit	218.39	Nine months after end of fiscal year
Annual Financial Report (AFR)	218.32	Within 45 days after completion of audit but no later than 9 months after end of fiscal year
Financial Disclosure Form 1	112.3145	By July 1
Public Depositor Report	280.17	By November 30
Proposed Budget	190.008	By June 15
Adopted Budget	190.008	By October 1
Public Meetings Schedule	189.015	Quarterly semiannually or annually
Notice of Bond Issuance	218.38	Within 120 days after delivery
Registered Agent	189.014	30 days after first Board meeting
Notice of Establishment	190.0485	30 days after formation
Establishment Documents	189.016	30 days after adoption
Notice of Public Finance	190.009	After financing

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.2.

Meeting Date: July 22, 2024

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 1.93 +/- acres; and being generally located southwest of Montclair Road and west of Thomas Avenue, lying in Section 21, Township 19 South, Range 24 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 2; and providing an effective date (Thomas-Montclair Industrial Flex ANNX).

Staff Recommendation:

The Planning and Zoning staff and the Planning Commission recommend approval of the proposed ordinance for annexation of 1.93 +/- acres.

Analysis:

The applicant has submitted a request for annexation of approximately 1.93 +/- acres, generally located southwest of Montclair Road and west of Thomas Avenue, as shown on the attached General Location Map. At this time, the property is undeveloped acreage. The current zoning is Lake County R-6 (Urban Residential); the proposed zoning is City SPUD (Small Planned Unit Development). The reason for this request is unify the three (3) subject parcels included in the overall proposed development by annexing the two (2) subject parcels currently under Lake County jurisdiction. The proposal for the development is 19,884 +/- square feet of indoor industrial flex space.

The property is surrounded by Lake County R-6 (Urban Residential), CP (Planned Commercial); City of Leesburg R-1 (Low Density Residential), C-1 (Neighborhood Commercial), and M-1 (Industrial). Under the conditions of the SPUD (Planned Unit Development) zoning case which is also on this agenda, no negative impacts are anticipated to adjacent properties.

Also on this City Commission agenda, is a Small-Scale Comprehensive Plan Amendment, which, along with the Small Planned Unit Development Application, had recommendations for approval from the staff

and Planning Commission at the public hearing held on May 23, 2024.

Procurement Analysis:

N/A

Options:

1. Approve the requested annexation. This would give the City jurisdiction over the use and future development of the subject site and provide for the application of City standards to this property; or
2. Disapprove the proposed annexation and allow the property to remain in the County.

Fiscal Impact:

A positive fiscal impact will result from the annexation 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 1.93 +/- ACRES; AND BEING GENERALLY LOCATED SOUTHWEST OF MONTCLAIR ROAD AND WEST OF THOMAS AVENUE, LYING IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; PROVIDING THAT SAID PROPERTY SO ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY; PROVIDING THAT SUCH ANNEXED PROPERTY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL SUCH TERRITORY HAD BEEN A PART OF THE CITY OF LEESBURG AT THE TIME OF PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES; PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE PLACED IN CITY COMMISSION DISTRICT 2; AND PROVIDING AN EFFECTIVE DATE (THOMAS-MONTCLAIR INDUSTRIAL FLEX ANNX).

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

Section 1.

Based upon the petition of Roger Berry, Petitioner, "Permittee" for the property hereinafter described, shall be annexed into the city limits of the City of Leesburg, Florida, which petition has heretofore been approved by the City Commission of the City of Leesburg, Florida, pursuant to the provisions of the Laws of Florida, the hereinafter described property is hereby annexed and made a part of the city limits of the City of Leesburg, Florida. The subject property lying and situated in Lake County, Florida, is more particularly described as:

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

Section 2.

All of the property, real and personal, within said annexed territory, described in Section 1 above, as provided by this ordinance, and the inhabitants thereof, shall be subject to the government, jurisdiction, powers, franchises, duties, and privileges of the City of Leesburg, Florida, and the said annexed property shall be liable, proportionately, for all of the present outstanding and existing, as well as future, indebtedness of the City of Leesburg, Florida; that all of the ordinances of the City of Leesburg, and all the laws heretofore passed by the Legislature of the State of Florida relating to and which now or hereafter constitute its Charter, shall apply to and have the same force and effect on such annexed territory as if all such annexed territory had been a part of the City of Leesburg, Florida, at the time of the passage and approval of said laws and ordinances. The property annexed here by is assigned to City Commission District 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 22nd day of July 2024.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Thomas-Montclair Industrial Flex -- 2409 MONTCLAIR RD and THOMAS AVE
ANNX-24-72
AK#: 1173752, 1741041
Legal Description Provided by Applicant
Friday, May 24, 2024

Annexation Legal Description

Parcel 2:

The North 66 feet of Southeast 1/4 of Northeast 1/4 of Southeast 1/4, LESS road Right-of-Way. From Northeast corner of Southwest 1/4 of Northeast 1/4 of Southeast 1/4, run S 00°16'40" W along East line of said Southwest 1/4 of

Northeast 1/4 of Southeast 1/4, a distance of 7.72 feet for Point of Beginning; run S 89°09'31" W along South line of

Lot 9, Block I, of Oakridge Subdivision 130.02 feet to East Right-of-Way of Woodward Avenue; S 00°16'40" W along

said Right-of-Way 15.56 feet, East 130 feet to East line of Southwest 1/4 of Northeast 1/4 of Southeast 1/4, N

00°16'40" E along said East line 17.28 feet to Point of Beginning, Section 21, Township 19 South, Range 24 East,

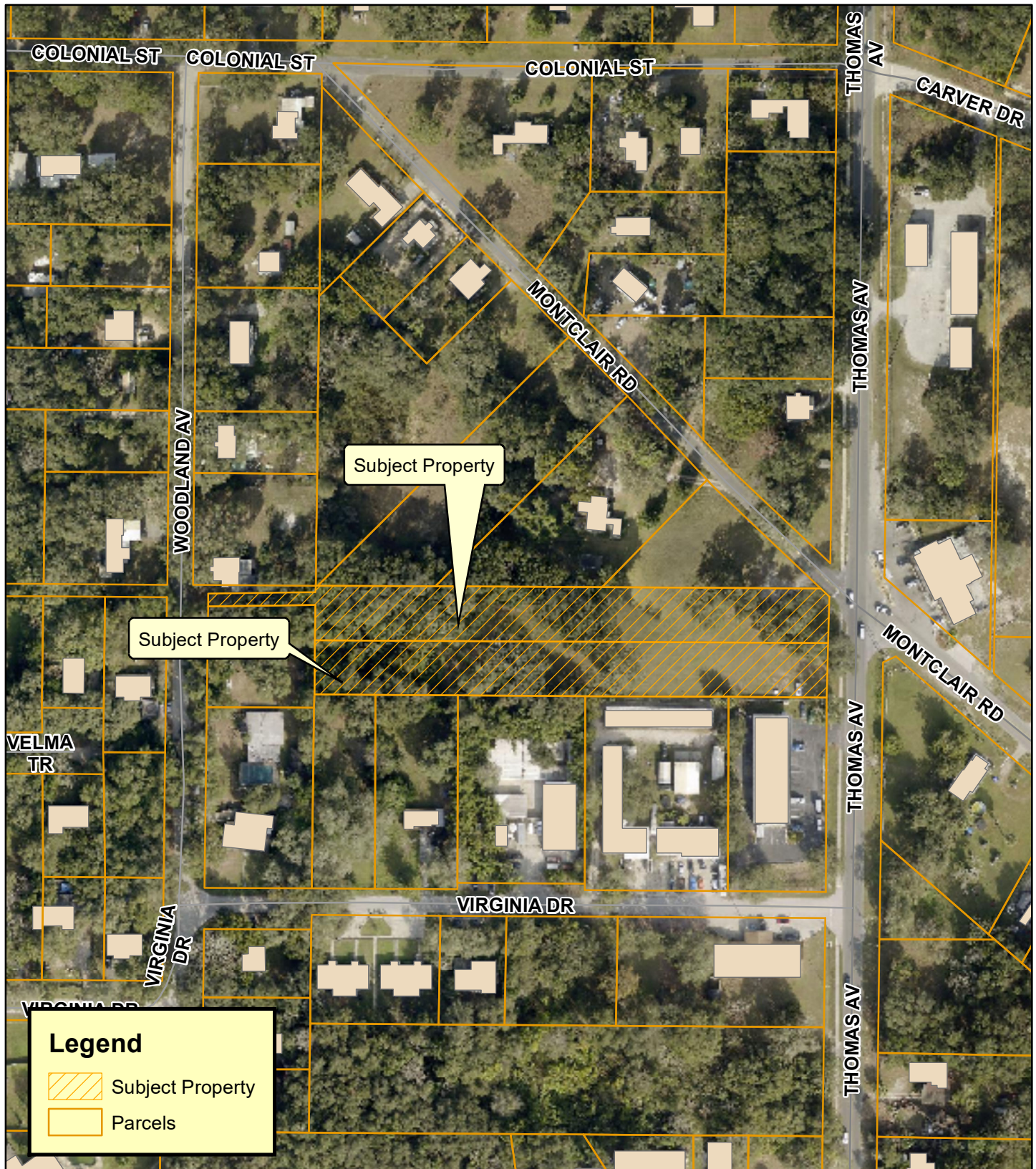
Lake County, Florida.

Parcel 3:

The North 66 feet of South 594 feet of Southeast 1/4 of Northeast 1/4 of Southeast 1/4, LESS Highway, Section 21,

Township 19 South, Range 24 East, Lake County, Florida.

Aerial

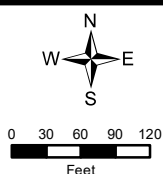


Legend

-  Subject Property
-  Parcels



**Planning
& Zoning
Division**



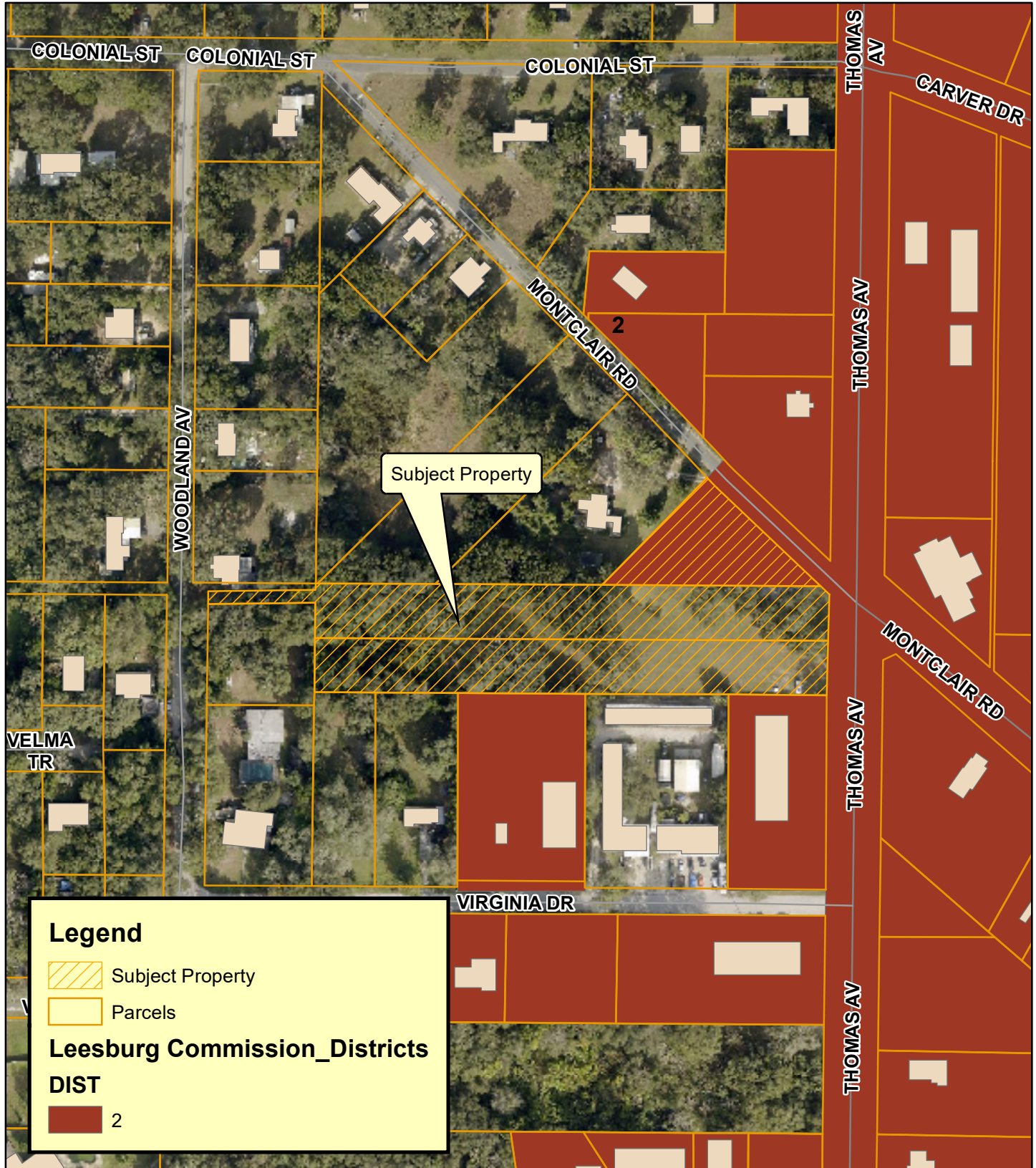
Thomas-Montclair Industrial Flex
ANNX-24-72

AK #s: 1173752, 1741041

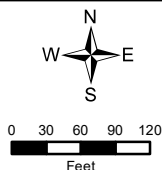
Section 21, Township 19 South, Range 24 East

March 15, 2024

Commission District



**Planning
& Zoning
Division**



Thomas-Montclair Industrial Flex
ANNX-24-72, SSCP-24-73, SPUD-24-74
AK #s: 3313071, 1173752, 1741041
Section 21, Township 19 South, Range 24 East
February 28, 2024

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.3.

Meeting Date: July 22, 2024

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 2.33 +/- acres from Lake County Urban High Density and City of Leesburg Low Density Residential, to City of Leesburg Industrial, for a property generally located southwest of Montclair Road and west of Thomas Avenue, lying in Section 21, Township 19 South, Range 24 East, Lake County, Florida, and providing an effective date. (Thomas-Montclair Industrial Flex SSCP)

Staff Recommendation:

The Planning & Zoning Staff and the Planning Commission recommend approval of the proposed small-scale comp plan amendment of the City's Future Land Use Map on 2.33 +/- acres from Lake County Urban High Density and City of Leesburg Low Density Residential to City of Leesburg Industrial.

Analysis:

The project site is approximately 2.33 acres. The property is generally located southwest of Montclair Road and west of Thomas Avenue. Currently, the property is undeveloped acreage. The proposed use is for 19,884 +/- square feet of indoor industrial flex space.

The surrounding Future Land Use Map designations of Lake County Urban High Density; City of Leesburg Low Density Residential, General Commercial, Industrial, and Estate Residential are compatible, as conditioned in the SPUD zoning, with the proposed future land use designation of City Industrial. The proposed zoning designation of City SPUD (Small Planned Unit Development) will provide for development that is consistent with the City's adopted Growth Management Plan and would allow an appropriate use for the property.

This property lies within the ISBA (Interlocal Service Boundary Area) agreement. This agreement, which was approved by City Commission on November 24, 2014, allows property within the ISBA area but outside the current city limits to be annexed and obtain City of Leesburg utility services.

The Planning Commission held a public hearing on the application on May 23, 2024, and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the requested large-scale comprehensive plan amendment from Lake County Urban High Density and City of Leesburg Low Density Residential to City of Leesburg Industrial; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

There is no direct fiscal impact to the City for this action. Future development of the property will increase this anticipated impact from collection of impact fees, ad valorem taxes and utility charges.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY CONTAINING 2.33 +/- ACRES FROM LAKE COUNTY URBAN HIGH DENSITY AND CITY OF LEESBURG LOW DENSITY RESIDENTIAL, TO CITY OF LEESBURG INDUSTRIAL, FOR A PROPERTY GENERALLY LOCATED SOUTHWEST OF MONTCLAIR ROAD AND WEST OF THOMAS AVENUE, LYING IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, AND PROVIDING AN EFFECTIVE DATE. (THOMAS-MONTCLAIR INDUSTRIAL FLEX SSCP)

WHEREAS, the City Commission has received 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 2.33 acres of land generally located southwest of Montclair Road and west of Thomas Avenue from Lake County Urban High Density and City of Leesburg Low Density Residential to City of Leesburg Industrial, as shown on the revised map of said area, lying in Section 21, Township 19 South, Range 24 East, Lake County Florida;

Section 2.

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

Section 3.

This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 22nd day of July 2024.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Thomas-Montclair Industrial Flex -- 2409 MONTCLAIR RD and THOMAS AVE
SSCP-24-73, SPUD-24-74
AK#: 3313071 (currently within City limits); 1173752, 1741041 (both require Annexation)
Legal Description Provided by Applicant
Friday, May 24, 2024

Project Legal Description

Parcel 1:

From the Southeast corner of the Northeast 1/4 of the Northeast 1/4 of the Southeast 1/4, Section 21, Township 19 South, Range 24 East, Lake County, Florida; run S 89°54'50" W along the South line of said Northeast 1/4 of Northeast 1/4 of Southeast 1/4 for 307.40 feet for Point of Beginning; thence run N 44°24'50" E to the Southerly line of Old Montclair Road; thence run Southeasterly along the Southerly line of Old Montclair Road to South line of the said Northeast 1/4 of Northeast 1/4 of Southeast 1/4; thence S 89°54'50" W to Point of Beginning

Parcel 2:

The North 66 feet of Southeast 1/4 of Northeast 1/4 of Southeast 1/4, LESS road Right-of-Way. From Northeast corner of Southwest 1/4 of Northeast 1/4 of Southeast 1/4, run S 00°16'40" W along East line of said Southwest 1/4 of Northeast 1/4 of Southeast 1/4, a distance of 7.72 feet for Point of Beginning; run S 89°09'31" W along South line of Lot 9, Block I, of Oakridge Subdivision 130.02 feet to East Right-of-Way of Woodward Avenue; S 00°16'40" W along said Right-of-Way 15.56 feet, East 130 feet to East line of Southwest 1/4 of Northeast 1/4 of Southeast 1/4, N 00°16'40" E along said East line 17.28 feet to Point of Beginning, Section 21, Township 19 South, Range 24 East, Lake County, Florida.

Parcel 3:

The North 66 feet of South 594 feet of Southeast 1/4 of Northeast 1/4 of Southeast 1/4, LESS Highway, Section 21, Township 19 South, Range 24 East, Lake County, Florida.



CITY OF LEESBURG PLANNING & ZONING DEPARTMENT RECOMMENDATIONS

DATE: May 23, 2024
OWNER: DANDR Properties LLC
PETITIONER: Roger Berry
PROJECT: Thomas-Montclair Industrial Flex
REQUEST: Small Scale Comprehensive Plan Amendment from Lake County Urban High Density and City of Leesburg Low Density Residential to City Industrial, to allow 19,884 +/- square feet of indoor industrial flex space.
CASE NO.: SSCP-24-73

THE PLANNING & ZONING DEPARTMENT RECOMMENDS:

APPROVAL of the request for the following reason(s):

1. This project meets the requirements of Chapter 163.3187 Florida Statutes, for Small Scale Comprehensive Plan Amendments.
2. The proposed Future Land Use designation of Industrial is compatible with the adjacent Future Land Use designations of Lake County Urban High Density; City of Leesburg Low Density Residential, General Commercial, Industrial, and Estate Residential.
3. The proposed request is compatible with the proposed zoning of SPUD (Small Planned Unit Development) for indoor industrial flex space.
4. The proposed future land use designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to **approve** the Small Scale Comprehensive Plan amendment from Lake County Urban High Density and City of Leesburg Low Density Residential to City Industrial, and forward the recommendation to the City Commission for consideration.

**CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY**

DATE: May 23, 2024

OWNER: DANDR Properties LLC

PETITIONER: Roger Berry

PROJECT: Thomas-Montclair Industrial Flex

REQUEST: Small Scale Comprehensive Plan Amendment to City Industrial and Rezoning to SPUD (Small Planned Unit Development) to allow 19,884 +/- square feet of indoor industrial flex space.

CASE NO.: SSCP-24-73; SPUD-24-74

GENERAL LOCATION: Southwest of Montclair Road and west of Thomas Avenue.

FUTURE LAND USE DESIGNATION: Lake County Urban High Density and City of Leesburg Low Density Residential.

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Lake County Urban High Density; City of Leesburg Low Density Residential
South – Lake County Urban High Density; City of Leesburg General Commercial, Industrial
East – City of Leesburg General Commercial, Estate Residential
West – Lake County Urban High Density

PROPOSED FUTURE LAND USE DESIGNATION: City of Leesburg Industrial.

EXISTING ZONING DESIGNATION: Lake County R-6 (Urban Residential) and City of Leesburg R-1 (Low Density Residential)

SURROUNDING ZONING DESIGNATIONS:

North – Lake County R-6 (Urban Residential); City of Leesburg R-1 (Low Density Residential)
South – Lake County CP (Planned Commercial); City of Leesburg C-1 (Neighborhood Commercial), M-1 (Industrial)
East – City of Leesburg R-1 (Low Density Residential), City of Leesburg C-1 (Neighborhood Commercial)
West – Lake County R-6 (Urban Residential)

PROPOSED ZONING DESIGNATION: SPUD (Small Planned Unit Development)

EXISTING LAND USE: Vacant, undeveloped acreage.

SURROUNDING LAND USE:

North – Vacant; Residential
South – Residential; Vacant; Commercial; Industrial
East – Commercial; Residential
West – Vacant; Residential

PROPOSED LAND USE: 19,884 +/- square feet of indoor industrial flex space.

**CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY**

DATE: May 23, 2024
(sent out 3/28/2024, with 4/12/2024 Comment deadline)
OWNER: DANDR Properties LLC
PETITIONER: Roger Berry
PROJECT: Thomas-Montclair Industrial Flex
REQUEST: Small Scale Comprehensive Plan Amendment to City Industrial and Rezoning to SPUD
(Small Planned Unit Development) to allow 19,884 +/- square feet of indoor industrial
flex space.
CASE NO.: SSCP-24-73; SPUD-24-74

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 4/12/2024.

FIRE

No comments from Leesburg Fire Department. — Captain Amanda Stevenson, 4/11/2024.

ELECTRIC

Electric has no objections. Easements will be required. A line extension will be required.—Steve Davis, 3/28/2024.

GAS

No comment for Gas Dept. — Wayne Williams, 3/28/2024.

GIS

GIS has no comments. — Nicholas Tota, 3/28/2024.

BUILDING

No comments received as of 4/12/2024.

PUBLIC WORKS

Public Works has no issues with this item. - Cliff Kelsey, 3/28/2024.

ADDRESSING

No comments received as of 4/12/2024.

HOUSING & REDEVELOPMENT

My only concern would be how much additional traffic might be generated from this site once developed. This is a very busy and dangerous intersection. — Sandra Wilson, 3/28/2024.

LAKE COUNTY PUBLIC WORKS

See attached letter received 4/11/2024.

LAKE COUNTY SCHOOLS

The school district does not have any comment for the Industrial Flex CPA and PUD. – Helen LaValley, 4/3/2024.

PUBLIC RESPONSES

Approval

Disapproval

No comment

Seeking information (2)

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

PUBLIC COMMENTS (SEEKING INFORMATION)

“What exactly does Industrial Flex Space cover as far as Industrial (Hazardous Materials?) Noise? Traffic increase? Will there be a buffer for noise, dust, particulate, from proposed industry? The aquifer in this neighborhood is temperamental. My well has just settled down from construction in the past 2 years.”

– Renee Harrod, 2418 Virginia Drive, Leesburg, FL 34748; 4/11/2024.

“What does ‘Flex’ mean in context to this project? I am mostly concerned with noise and what impact the ‘Industry’ will have on my fruit trees and other gardening as well as the effect it could have on my well, as past construction has caused quite a bit of particulate in it.”

– Dudley S. Harrod, 2418 Virginia Drive, Leesburg, FL 34748; 4/11/2024.



Department of Public Works, Engineering Division
P.O. Box 7800 • 350 N. Sinclair Ave. • Tavares, FL 32778

April 11, 2024

Max VanAllen,
Planner
City of Leesburg
Planning and Zoning Department
204 North 5th Street
Leesburg, Florida 34749
(sent via email)

RE: PROJECT: Thomas Montclair Industrial Flex / Planned Unit Development
CASE NO.: PUD-24-74

Thank you for requesting our comments on this planned unit development.

The below information neither constitutes an approval nor a denial by Lake County Board of County Commissioners or Lake County staff. Specifically, the County Commissioners have neither discussed nor voted on this project. These recommendations are only from the Lake County Department of Public Works. The Office of Planning and Zoning, Office of Building Services, Office of Fire Rescue, and other associated offices have NOT provided comments on this development. Further input by these groups may be required.

Lake County Department of Public Works recommended requirements for Thomas Montclair Industrial Flex PUD impacts to roadways and drainage systems:

P 352.253.6000 • F 352.253.9025
Board of County Commissioners • www.lakecountyfl.gov

Douglas B. Shields
District 1

Sean M. Parks, AICP, QEP
District 2

Kirby Smith
District 3

Leslie Campione
District 4

Josh Blake
District 5

PROJECT: Thomas Montclair Industrial Flex/ Planned Unit Development
CASE NO.: PUD-24-74

Montclair Road:

- Access from Montclair Road, a county maintained paved road, will require permitting with Lake County Public Works Department. The access must meet the county transportation and access management standards. Please coordinate the design of the access and any other necessary road and right-of-way improvements with the Engineering Division of the Lake County Public Works Department.
- A preliminary review of the right-of-way for Montclair Road return with no platted nor deeded right-of-way. A detailed survey of Montclair Road will be required to be included with the property boundary survey.
- Additional right-of-way for Montclair Road will be required to meet the minimum requirements for a local road to accommodate the offsite road improvements, utilities, sidewalks, and maintaining the roadside drainage. The standard minimum right-of-way measured from centerline of the road is 33-ft. Further evaluation will be performed with subdivision plans based on impacts due to drainage, sidewalk, turn lanes, shoulders, etc.
- A sidewalk will be required along the entire frontage of Montclair Road to meet both city and county requirements.

Virginia Drive:

- Virginia Drive is a county maintained paved road. Any improvements off this road will require permitting with the Lake County Public Works Department.
- The conceptual plan for the proposed rezoning includes the existing building off Virginia Drive. A sidewalk may be required along the entire frontage of Virginia Drive to meet both city and county requirements.

Traffic:

- A Traffic Impact Study will be required of this development for review by Lake County Public Works Department and City of Leesburg.

Stormwater Management:

- The site's stormwater management design will need to be reviewed by Lake County when submitted to both the City of Leesburg and St Johns River Water Management District. We may require Lake County stormwater design standards on ponds that outfall or affect surrounding unincorporated lands.

Flood Study:

- Development will be responsible for a drainage and flood study to determine the flood zones within and partially crossing into the development area. The flood study will require review by both the city and county. The study will evaluate downstream impacts from stormwater outfall from this site or affect surrounding unincorporated lands or onto county roads.

Please be advised that this letter pertains to transportation, access management, stormwater, and floodplain related impacts foreseen from the proposed PUD application as reviewed by Lake

PROJECT: Thomas Montclair Industrial Flex/ Planned Unit Development
CASE NO.: PUD-24-74

County Department of Public Works. This letter does not include any land use, zoning, or any other elements that may be addressed by other departments, such as Lake County Department of Economic Growth - Office of Planning and Zoning.

Please contact me if you have any questions concerning the comments and recommendations provided in this letter.

Sincerely,



Seth Lynch
Development Engineer/Project Manager
Lake County Department of Public Works
Engineering Division
slynch@lakecountyfl.gov

Cc: Jeff Earhart, Engineering Manager for Lake County
Mike Fitzgerald, Planning Director for Lake County
Janie Barron, Planning Manager for Lake County
Dan Miller, Planning and Zoning Manager for City of Leesburg



MEMORANDUM

PROJECT: DE MINIMIS DETERMINATION (Tier 1 TIA) EXEMPTION

CASE: Thomas-Montclair Industrial Flex (PUD-24-74)

TO: **Delivered via email:**
Chris Zipperer, Senatore Inc.
E: senatoreinc@gmail.com
Michael Woods, Executive Director, Lake~Sumter MPO
E: mwoods@lakesumtermpo.com
City of Leesburg Public Works
E: John.Borrow@leesburgflorida.gov
E: Tracy.Bronson@leesburgflorida.gov
Lake County Public Works
Seth.Lynch@lakecountyfl.gov
Sharon.Lewis@lakccountyfl.gov

FROM: Max Van Allen, Planner, City of Leesburg

THROUGH:  Dan Miller, Director, Planning and Zoning, City of Leesburg

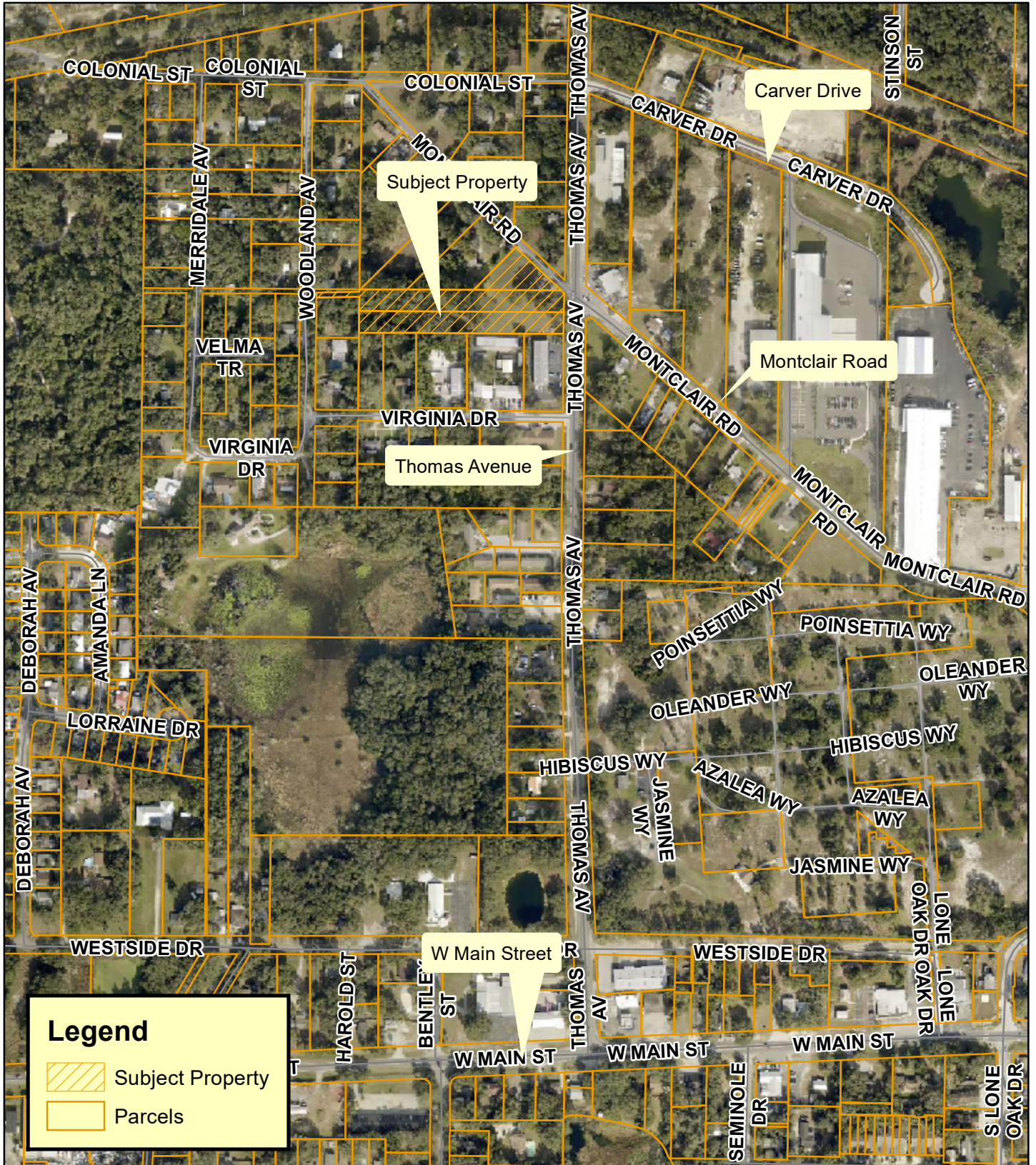
DATE: April 30, 2024

STATUS: **APPROVED De minimis determination**

The traffic study exemption request has been reviewed by the City of Leesburg Planning and Zoning Director and has received a recommendation for approval. The proposed development meets the de minimis determination criteria stated in Lake~Sumter Metropolitan Planning Organization Methodology and Guidelines Section 5 Request for Exemption from a Tier 1 TIA.

A traffic analysis is not required.

Locator

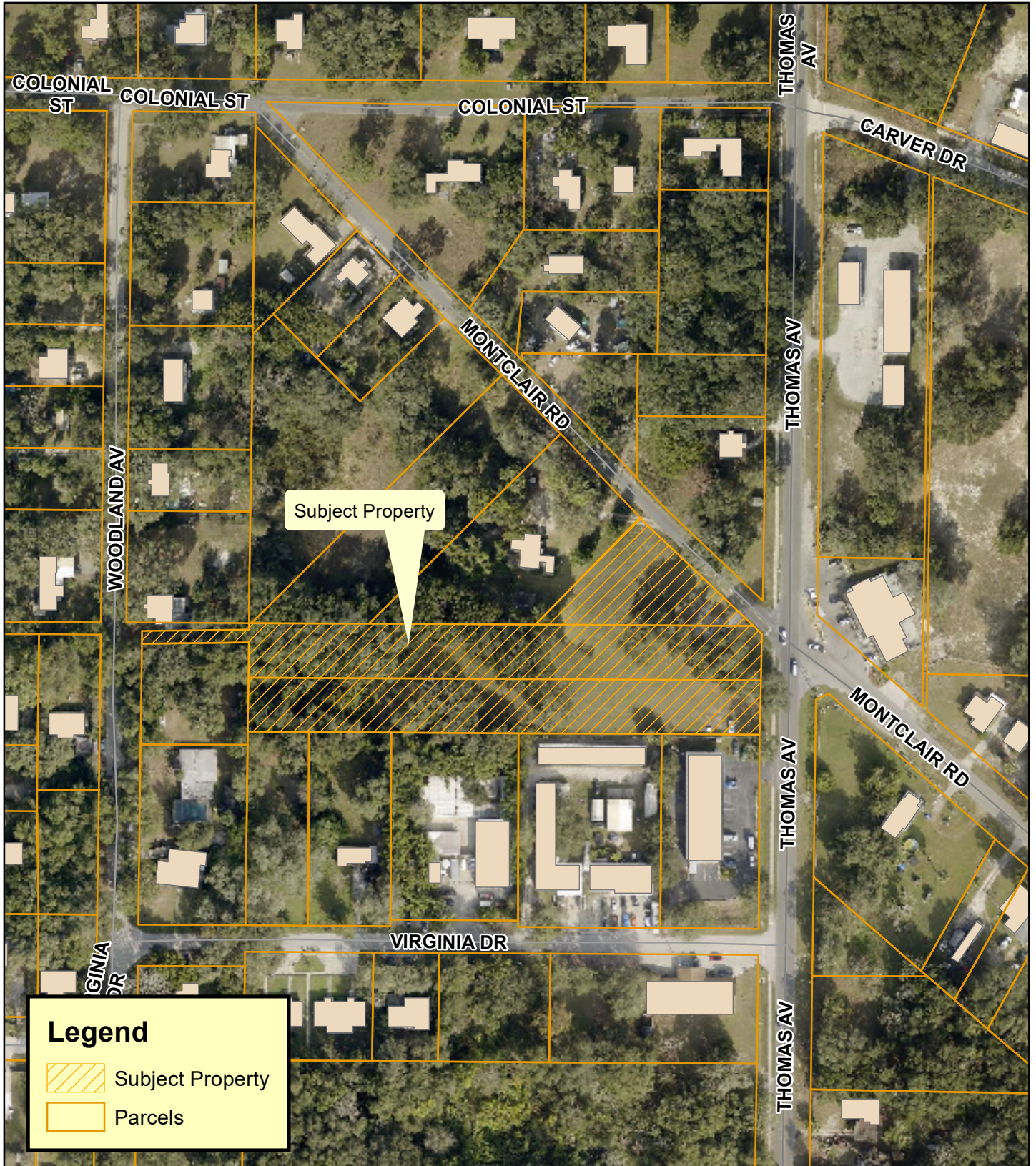


**Planning
& Zoning
Division**



Thomas-Montclair Industrial Flex
ANNX-24-72, SSCP-24-73, SPUD-24-74
AK #s: 3313071, 1173752, 1741041
Section 21, Township 19 South, Range 24 East
February 28, 2024

Aerial

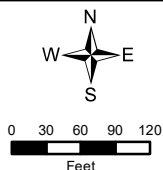


Legend

-  Subject Property
-  Parcels

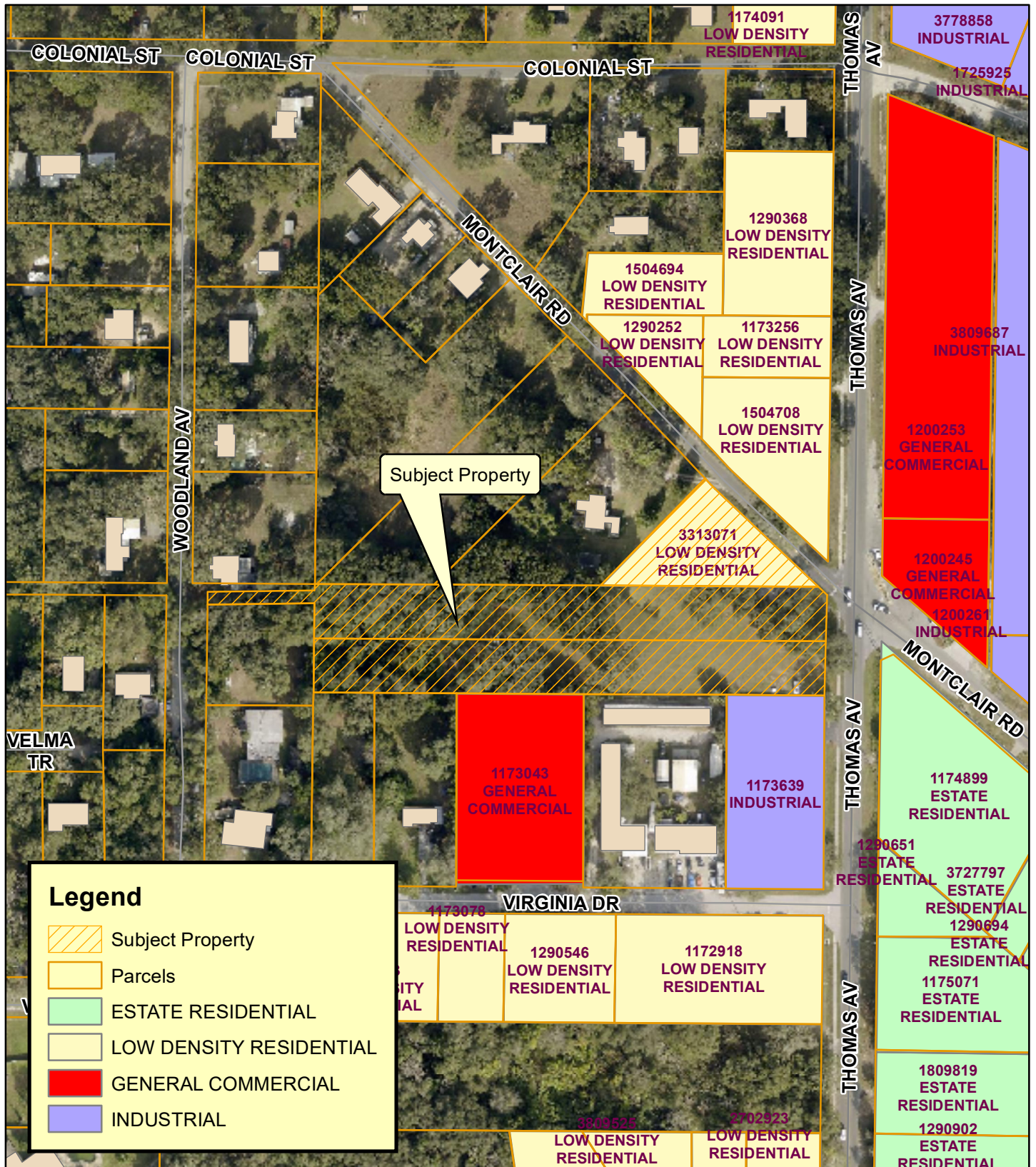


**Planning
& Zoning
Division**

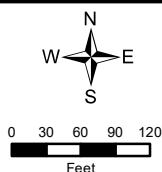


Thomas-Montclair Industrial Flex
ANNX-24-72, SSCP-24-73, SPUD-24-74
AK #s: 3313071, 1173752, 1741041
Section 21, Township 19 South, Range 24 East
February 28, 2024

Future Land Use

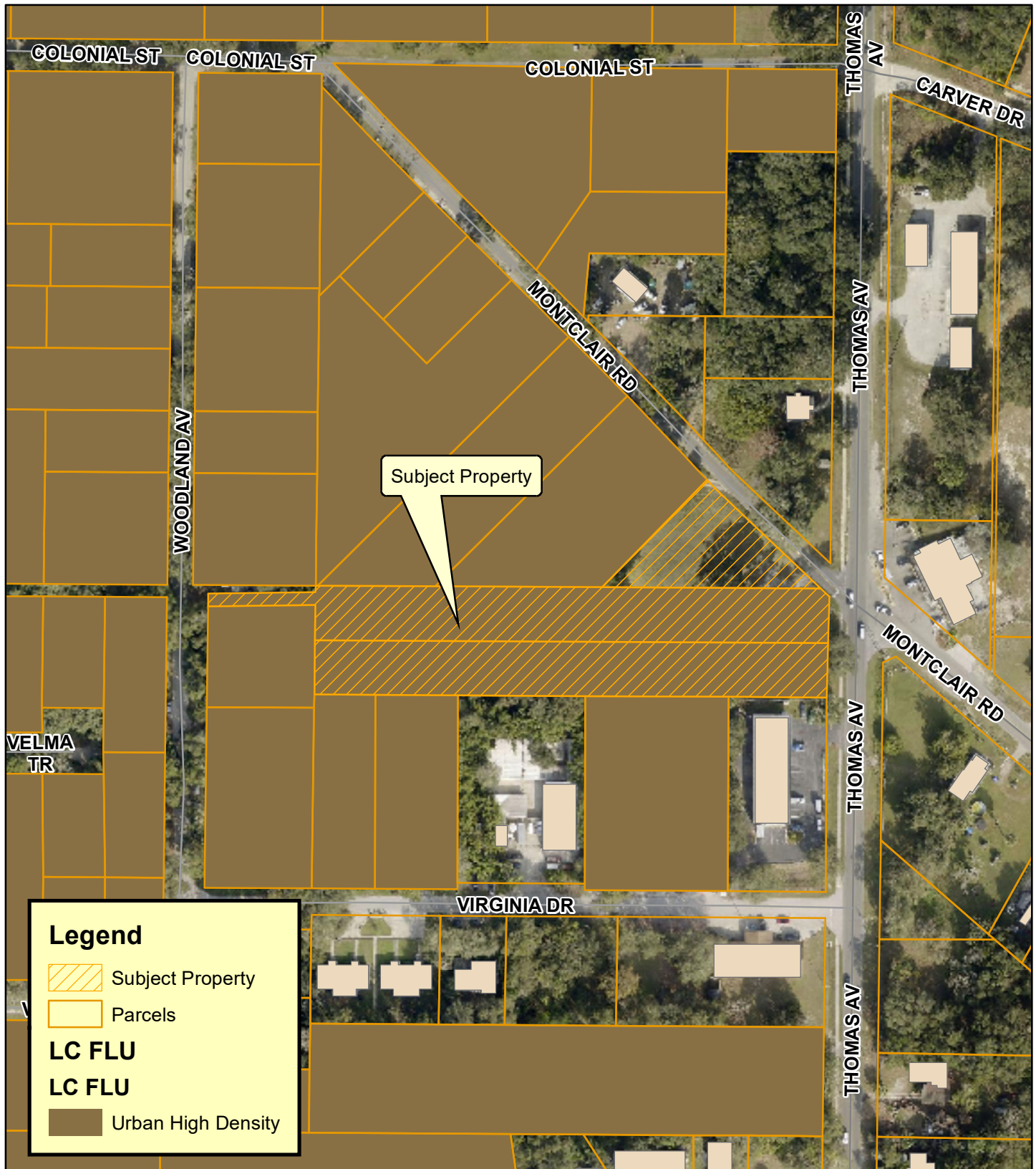


**Planning
& Zoning
Division**

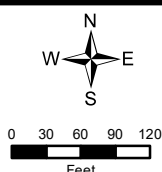


Thomas-Montclair Industrial Flex
 ANN-24-72, SSCP-24-73, SPUD-24-74
 AK #s: 3313071, 1173752, 1741041
 Section 21, Township 19 South, Range 24 East
 February 28, 2024

Lake County Future Land Use

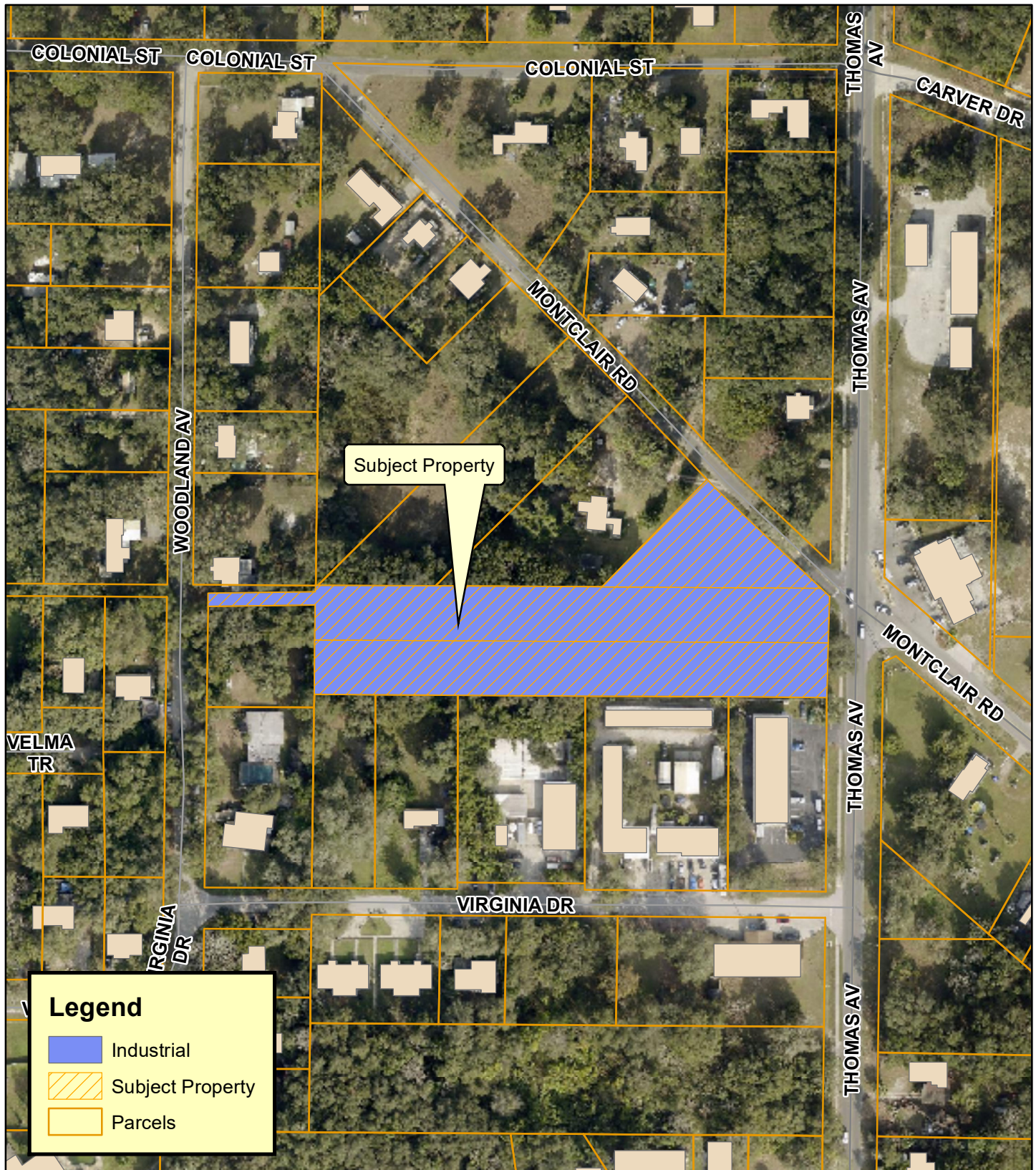


**Planning
& Zoning
Division**

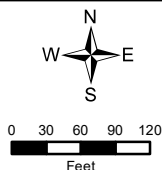


Thomas-Montclair Industrial Flex
 ANN-24-72, SSCP-24-73, SPUD-24-74
 AK #s: 3313071, 1173752, 1741041
 Section 21, Township 19 South, Range 24 East
 February 28, 2024

Proposed Future Land Use

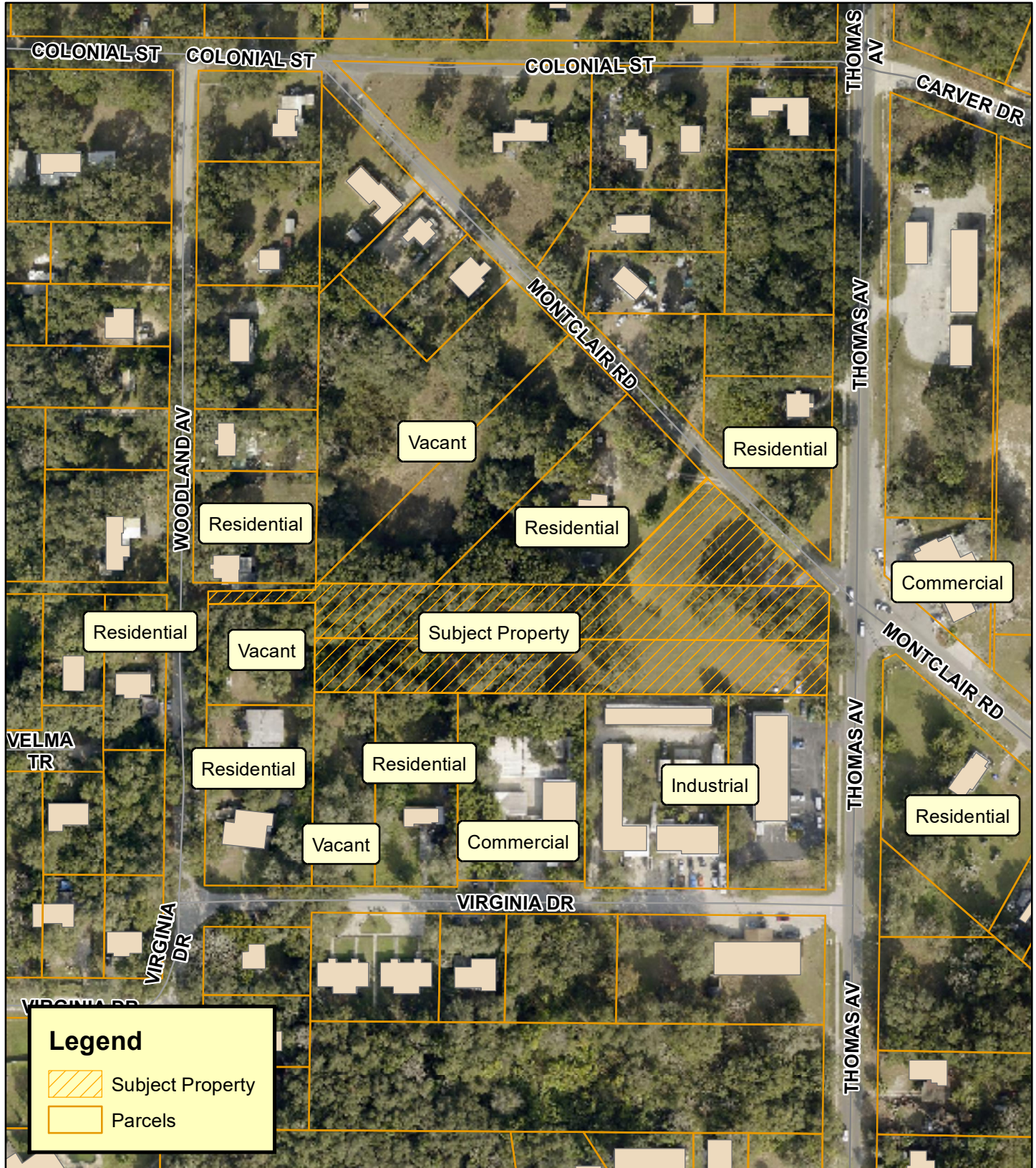


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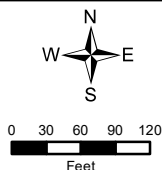


Thomas-Montclair Industrial Flex
ANNX-24-72, SSCP-24-73, SPUD-24-74
AK #s: 3313071, 1173752, 1741041
Section 21, Township 19 South, Range 24 East
February 28, 2024

Surrounding Land Uses

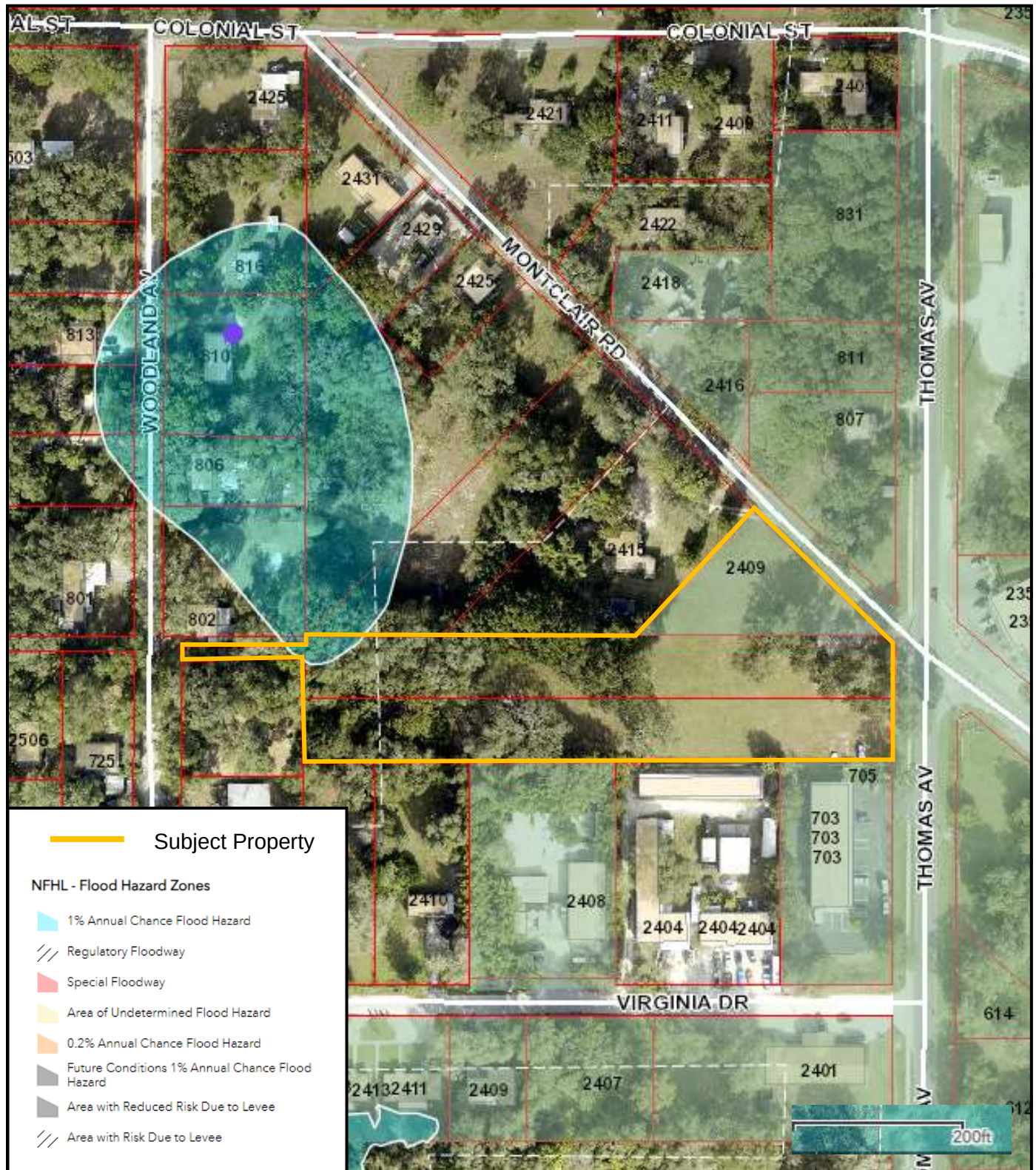


**Planning
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Thomas-Montclair Industrial Flex
 ANN-24-72, SSCP-24-73, SPUD-24-74
 AK #s: 3313071, 1173752, 1741041
 Section 21, Township 19 South, Range 24 East
 February 28, 2024

Flood Zone

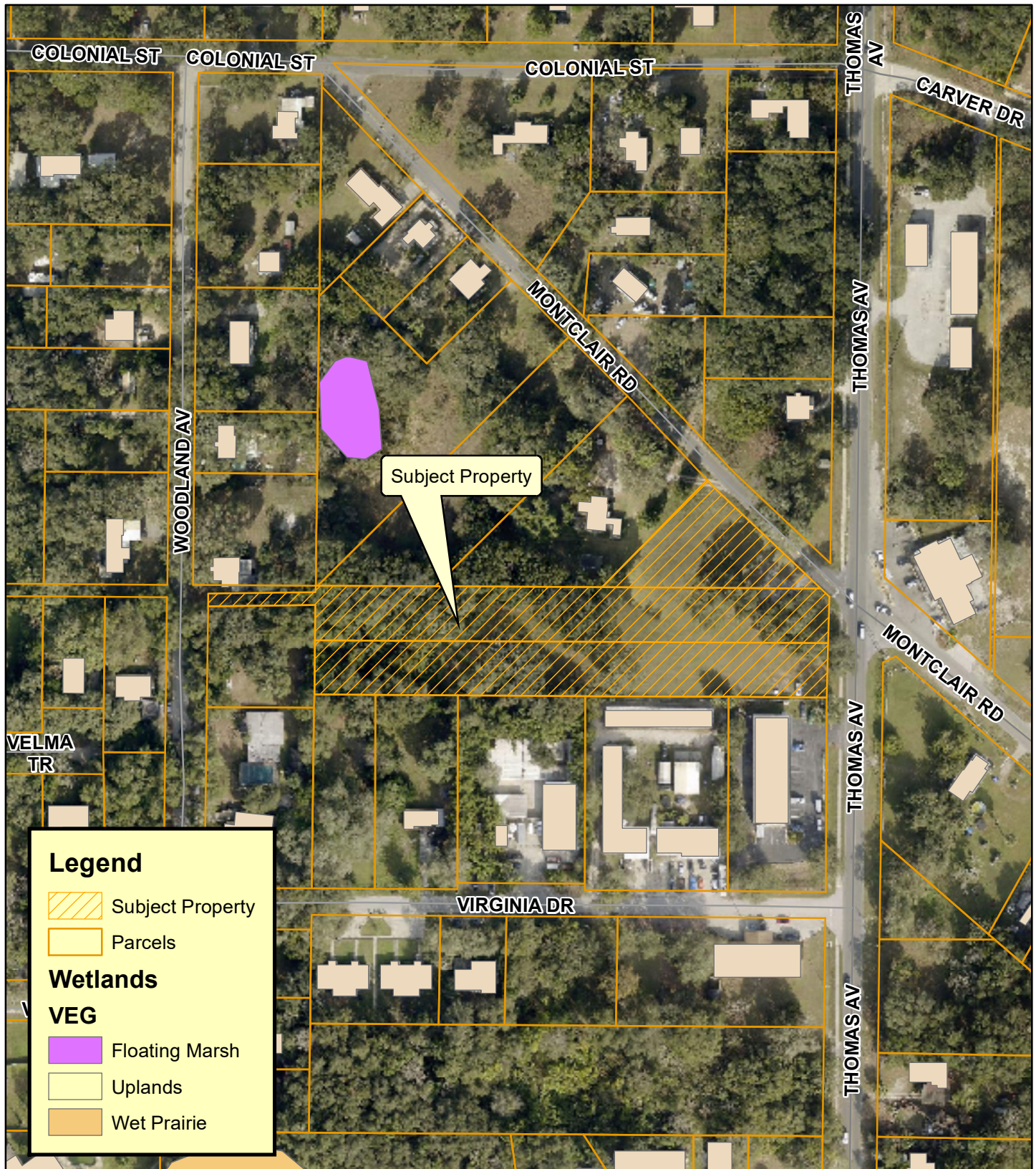


**Planning
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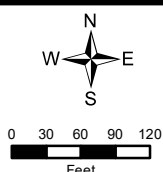


Thomas-Montclair Industrial Flex
ANNX-24-72, SSCP-24-73, SPUD-24-74
AK #s: 3313071, 1173752, 1741041
Section 21, Township 19 South, Range 24 East
March 13, 2024

Wetlands



**Planning
& Zoning
Division**



Thomas-Montclair Industrial Flex
 ANN-24-72, SSCP-24-73, SPUD-24-74
 AK #s: 3313071, 1173752, 1741041
 Section 21, Township 19 South, Range 24 East
 February 28, 2024



Close up of Sign on Property from the corner of Montclair Road and Thomas Avenue.



Looking north along Montclair Road.



Looking north along Thomas Avenue.



Looking east across Montclair Road and Thomas Avenue.



Looking south along Thomas Avenue.



Looking west into the property from the corner of Montclair Road and Thomas Avenue.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.4.

Meeting Date: July 22, 2024

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

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 2.33 +/- acres from Lake County R-6 (Urban Residential) and City of Leesburg R-1 (Low Density Residential) to City of Leesburg SPUD (Small Planned Unit Development) to allow for 19,884 +/- square feet of indoor industrial flex space for a property generally located southwest of Montclair Road and west of Thomas Avenue, lying in Section 21, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Thomas-Montclair Industrial Flex SPUD)

Staff Recommendation:

Planning and Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from Lake County R-6 (Urban Residential) and City of Leesburg R-1 (Low Density Residential) to City of Leesburg SPUD (Small Planned Unit Development).

Analysis:

The project site is approximately 2.33 +/- acres, and is generally located southwest of Montclair Road and west of Thomas Avenue as shown on the attached maps. At this time, the property is undeveloped acreage. The proposal will allow 19,884 +/- square feet of indoor industrial flex space. The existing land uses surrounding the property are Vacant, Residential, Commercial, and Industrial. City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on May 23, 2024, and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the proposed rezoning to SPUD (Small Planned Unit Development); or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

Future development on this site will create a positive fiscal impact on the City of Leesburg, in the form of impact and utility fees, plus ad valorem taxes.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 2.33 +/- ACRES FROM LAKE COUNTY R-6 (URBAN RESIDENTIAL) AND CITY OF LEESBURG R-1 (LOW DENSITY RESIDENTIAL) TO CITY OF LEESBURG SPUD (SMALL PLANNED UNIT DEVELOPMENT) TO ALLOW FOR 19,884 +/- SQUARE FEET OF INDOOR INDUSTRIAL FLEX SPACE FOR A PROPERTY GENERALLY LOCATED SOUTHWEST OF MONTCLAIR ROAD AND WEST OF THOMAS AVENUE, LYING IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (THOMAS-MONTCLAIR INDUSTRIAL FLEX SPUD)

BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA, that:

Section 1.

Based upon the petition of Roger Berry (Petitioner, “Permittee”) of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from Lake County R-6 (Urban Residential) and City of Leesburg R-1 (Low Density Residential) to City of Leesburg SPUD (Small Planned Unit Development), to-wit:

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

Section 2.

This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 22nd day of July 2024.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Thomas-Montclair Industrial Flex -- 2409 MONTCLAIR RD and THOMAS AVE
SSCP-24-73, SPUD-24-74
AK#: 3313071 (currently within City limits); 1173752, 1741041 (both require Annexation)
Legal Description Provided by Applicant
Friday, May 24, 2024

Project Legal Description

Parcel 1:

From the Southeast corner of the Northeast 1/4 of the Northeast 1/4 of the Southeast 1/4, Section 21, Township 19 South, Range 24 East, Lake County, Florida; run S 89°54'50" W along the South line of said Northeast 1/4 of Northeast 1/4 of Southeast 1/4 for 307.40 feet for Point of Beginning; thence run N 44°24'50" E to the Southerly line of Old Montclair Road; thence run Southeasterly along the Southerly line of Old Montclair Road to South line of the said Northeast 1/4 of Northeast 1/4 of Southeast 1/4; thence S 89°54'50" W to Point of Beginning

Parcel 2:

The North 66 feet of Southeast 1/4 of Northeast 1/4 of Southeast 1/4, LESS road Right-of-Way. From Northeast corner of Southwest 1/4 of Northeast 1/4 of Southeast 1/4, run S 00°16'40" W along East line of said Southwest 1/4 of Northeast 1/4 of Southeast 1/4, a distance of 7.72 feet for Point of Beginning; run S 89°09'31" W along South line of Lot 9, Block I, of Oakridge Subdivision 130.02 feet to East Right-of-Way of Woodward Avenue; S 00°16'40" W along said Right-of-Way 15.56 feet, East 130 feet to East line of Southwest 1/4 of Northeast 1/4 of Southeast 1/4, N 00°16'40" E along said East line 17.28 feet to Point of Beginning, Section 21, Township 19 South, Range 24 East, Lake County, Florida.

Parcel 3:

The North 66 feet of South 594 feet of Southeast 1/4 of Northeast 1/4 of Southeast 1/4, LESS Highway, Section 21, Township 19 South, Range 24 East, Lake County, Florida.

**THOMAS-MONTCLAIR INDUSTRIAL FLEX
SPUD (SMALL PLANNED UNIT DEVELOPMENT AGREEMENT)
May 23, 2024**

This Planned Unit Development Agreement for a SPUD (Small Planned Unit Development) zoning district is granted by the City of Leesburg Planning Commission, Lake County, Florida to **DANDR Properties, LLC c/o Roger Berry, "Permittee", 29205 S Corley Island Road, Leesburg, FL 34748** for the purposes described herein, and subject to the terms and conditions as set forth in this document, pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 "Planned Unit Development" of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND

The "Permittee" is requesting a Small Planned Unit Development (SPUD) zoning district to allow future construction of proposed industrial flex uses consisting of approximately 2.33 +/- acres generally located southwest of Montclair Road and west of Thomas Avenue, on a site within the City of Leesburg in accordance with their SPUD 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 **DANDR Properties, LLC c/o Roger Berry, "Permittee", 29205 S Corley Island Road, Leesburg, FL 34748** to construct, operate, and maintain a Small Planned Unit Development in and on real property in the City of Leesburg, in accordance with the requirements set forth herein. The property is more particularly described below.

2. **LEGAL DESCRIPTION**

See attached **Exhibit B, Legal Description**.

3. **LAND USE**

The above-described property, containing approximately 2.33 +/- acres, shall be used for industrial development substantially consistent with the **Conceptual Plan, Exhibit C**, attached hereto, pursuant to City of Leesburg development codes and standards.

A. Permitted Uses

1. Industrial flex space
2. Indoor light manufacturing (e.g., welding, building materials, clothing, machine parts, tools, etc.)
3. Building trades, contractors offices and associated indoor storage (e.g. plumbing, heating, electrical, etc.)
4. Warehousing and freight movement
5. Trades shop, with no retail on-site (e.g. woodworking, cabinetry, furniture, upholstery, vehicle parts repair, etc., without daily customer foot traffic)
6. Printing and publishing services
7. Wholesale trade
8. Indoor Storage

B. Other Related Uses

Other uses, related to the primary use, may be included by written determination of the Planning & Zoning Director. Such uses shall be consistent with the intent and purpose of the zoning requirements set forth in this SPUD Agreement, and shall meet the parking standards as required herein. Parking availability and daily trips generated may limit the permitted uses.

C. Prohibited Uses

All uses not specifically permitted by Sections 3.A. are considered prohibited.

4. **DEVELOPMENT STANDARDS**

A. Lot development standards shall be those of the C-3 (Highway Commercial) zoning district, except as amended by these conditions, and may limit the permitted uses based on site plan requirements.

B. Building Setbacks (as measured from the property lines)

1. Front: 50-feet
2. Side: 20-feet
3. Rear: 50-feet
4. Perimeter property boundary: See Section 10, Open Space, Landscaping & Buffer Requirements
5. Accessory structures shall have a minimum rear and side setback of ten (10) feet, and shall not occupy more than 15% of the required rear yard.

C. Open Space

1. A minimum of thirty-five (35) percent of the site shall be developed as open space, including retention areas, buffer and landscaped areas. Parking areas and vehicle access areas shall not be considered in calculating open space.

D. Height

1. Maximum building height shall not exceed two (2) stories with a maximum height of 35-feet except for additional height approved by staff for roof, elevators, a/c units etc., as approved through the Development Review process.
- E. Maximum allowed Impervious Surface Ratio (ISR) of 65%.
- F. All structure heights shall be measured from the first floor, finished floor elevation on the site.
- G. Easements:
 1. As part of the development process, easements shall be provided as required by the City of Leesburg and other utility providers, including but not limited to water, wastewater, natural gas, electric, fiber, cable, and communications, for installation and maintenance of utilities.
- H. Final lot sizes and setbacks may be adjusted by Staff during the site plan review process to meet the intent of this SPUD (Small Planned Unit Development).
- I. Areas of property not occupied by structures, displays or paving shall be landscaped and maintained in accordance with City of Leesburg Code of Ordinances, as amended.

5. ACCESS AND CIRCULATION

- A. Site Access
 1. Access to the site shall be provided by a minimum of two (2) access points from the existing contiguous paved roads adjacent to the property. Final determination of the direction of traffic movement into and out of all permitted access points shall be determined through the traffic/transportation study review process as required by the City's site plan review process, including review by Lake County Public Works and/or Florida Department of Transportation.
- B. Internal Circulation
 1. All drives and access points shall be constructed so that the continuous vehicular and pedestrian access is available among and between the industrial buildings.
- C. Pedestrian Access
 1. Sidewalks shall be installed per City of Leesburg codes and specifications.
 2. All pedestrians crossing areas shall be visibly marked with appropriate pedestrian crossing signage and striping. Intersections shall have street pavers, striping or similar materials approved through the appropriate site and/or building permit process, to allow safe crossing points and pedestrian access to all structures.

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. All 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. Industrial

1. Parking lot landscape islands shall be at a total ratio of two hundred (200) square feet per one hundred fifty (150) linear feet of parking or one (1) every fifteen (15) spaces. All parking areas shall terminate with a minimum of one hundred (150) square feet of landscaping area. Parking lot landscaping shall consist of one (1) ornamental tree and five (5) shrubs per two hundred (200) square feet of required landscaping.

7. ARCHITECTURAL STANDARDS

- A. Mechanical units and roof equipment should be screened from view with parapet or other screening method so that the equipment is not seen from the public-right-of way or residential property.
- B. 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.
- C. 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.
- D. Other similar design variations meeting the intent of this section may be approved by the Planning and Zoning Director or designee.

8. SIGNAGE

- A. Ground signs
 1. All ground signage for the property shall be monument style signs with design and architectural style consistent with the overall development, and consistent with the requirements of the sign regulations of the City of Leesburg.
- B. Alternative Designs.
 1. Alternative designs for the ground enclosure support and bases of a monument sign may be approved by the Planning and Zoning Director where the architectural style would be in keeping with the intent of these sign regulations.
- C. Landscaping for ground signs
 1. Landscaping around all monument signs shall comply with the standards and requirements of the sign regulations of the City of Leesburg Code of Ordinances, as amended.
- D. Wall signs
 1. All wall signage for the property shall be designed and constructed to comply with the standards and requirements of the sign regulations of the City of Leesburg Code of Ordinances, as amended.

9. OPEN SPACE, LANDSCAPING & BUFFER REQUIREMENTS

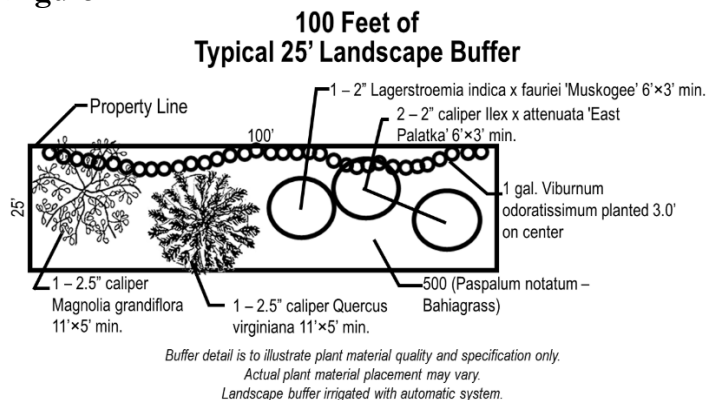
- A. Open space may consist of buffers, wetlands, and retention areas.
- B. Required Perimeter Landscape Buffers:
 1. North – 10’
 2. South – 5’

3. East – 10'
 4. West – 10'
- C. Landscape buffers are to consist of natural existing landscaping where possible.
 - D. 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 SPUD document and the Conceptual Site Plan (**Exhibit C**), attached hereto, and City of Leesburg landscape code requirements.
 - E. All other landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances, Section 25-336, *Landscape requirements for industrial district*, and at a minimum shall contain the following plantings as noted in Figures A and B below.
 - F. Wherever a residential district or use abuts the subject property, an opaque screen is required on the subject property to conceal the development from the adjacent residential property, at a minimum of six (6) feet, and no more than eight (8) feet in height. A wall or opaque fence shall be considered to meet this requirement. No such wall or fence shall be required in the front yard of the subject property adjacent to Montclair Road or Thomas Avenue.

Figure A

Canopy Trees (per 100 l.f.)	2 per 100 linear ft
Tree CAL/Height	2" cal, 12' overall height
Optional Ornamental Trees (per 100 l.f.)	3 per 100 linear ft
Tree CAL/Height	2" cal, 7' overall height
Shrub Screen (per 100 l.f.)	
Square Ft. of Shrubs	(33) 3 gal plants, 18"—24" minimum at installation (depending on species); hedges to be 36"—42" high by thirty-six (36) inches wide hedge or continuous landscape screen with a ninety (90) percent opacity within one (1) year of planting
Container size	3 gal

Figure B



- H. Variations to the landscape and buffering requirements of the code may be approved by the Planning and Zoning Director or designee, to the extent that the overall intent of the SPUD and the Landscaping Code are maintained, including

consideration of existing fencing on adjacent properties and existing natural vegetative buffers.

- I. The surveying of trees on the property shall be conducted as follows:
 1. All specimen, heritage and historic trees shall be surveyed. Staff will review the tree survey and such trees shall be saved where possible during the site plan review process. This may include amending the site plan to save specimen, heritage and historic trees.
 2. Site areas that are to preserve existing trees do not need to be included in the survey unless the trees are to be used in preservation/replacement requirements.
 3. The tree survey shall be completed by a licensed surveyor.

10. 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:
 1. 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.
 2. Developer shall bear all responsibility, financial and otherwise, for the construction and installation of all utility infrastructure and other improvements related to the use and development of the property, consistent with the typical pioneering agreement approved on new home projects in the city, including such off-site improvements required by the City and all other appropriate government agencies. All such requirements shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.
 3. 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.

11. 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:
 1. A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.

2. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.
3. 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.
4. The existing 100-year flood plain on the property shall be shown on all plans and lots.
5. 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.
6. 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.
7. 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.
 - a. 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.
 - b. 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.

12. **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 property owner'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.

13. TRANSPORTATION IMPROVEMENTS

- A. Traffic/Transportation Study
 - 1. Traffic/transportation studies shall be submitted for new developments/phases during the site plan review process, for review and determination of any access improvements as required by FDOT, Lake County, the Lake-Sumter MPO or the City of Leesburg. Any required improvements will be the responsibility of the Permittee.
- B. Approvals for Improvements
 - 1. All transportation improvements shall be contingent upon site plan approval by City of Leesburg staff during development review/permit application. Said approval shall also be contingent upon review and approval by the Lake-Sumter MPO, Lake County and the Florida Department of Transportation where required.
 - 2. Improvements required may include, but are not limited to, traffic signals, turn lanes, acceleration/deceleration lanes, etc.
- C. Roadway Improvements
 - 1. The Applicant shall provide all necessary roadway and intersection improvements within the development and its connection to County Road 470.
 - 2. Any offsite improvements required by FDOT, Lake County, Lake-Sumter MPO and the City of Leesburg shall be based on a current traffic analysis, shall be the developer's responsibility and shall be reviewed by City staff during the site plan review process. Approval of all necessary permits and improvements

as required by the City of Leesburg, the Lake-Sumter MPO, Lake County and FDOT shall include any needed right-of-way, signalization and improvements required to support the development.

D. Internal Circulation

1. Drives and accesses shall be constructed within the interior of the development such that continuous vehicular access is available among and between all structures within the development.

E. Bus Stop

1. Because the proposed development lies along and near major transportation routes, a covered bus stop, located such that it meets the approval standards, codes and requirements of the City of Leesburg, Lake County and Lake-Sumter MPO, shall be provided by the developer if requested by the Lake-Sumter MPO during the site plan review process.
2. If recommended by the Lake-Sumter MPO, the bus stop shall be constructed prior to certificate of occupancy for the first building on the site.

14. IRRIGATION & WATER USAGE

- A. All landscaped areas shall be irrigated and designed to meet Section 25-327, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.
- B. The use of St. Augustine grass, or other varieties of grass which require significant amounts of water are prohibited. The use of Bahia, Bermuda, Zoysia or other grasses which are more drought tolerant are permitted.

15. MAINTENANCE

- A. With the exception of any public utilities, maintenance of all site improvements, including but not limited to roadways, drives, internal sidewalks, landscaping and drainage shall be the responsibility of the property owner. A property owner's association shall serve as an appropriate entity for all common properties within the development.

16. DEVELOPMENT PHASING & IMPLEMENTATION

- A. The proposed project may be constructed in phases in accordance with the Planned Unit Development Conditions and Conceptual Plan. Changes to the development conditions or conceptual plan, other than those conditions described in this agreement, shall be revised in accordance with the Planned Development review process, City of Leesburg Code of Ordinances.
- B. As part of the overall development review 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.
- C. Upon approval of this SPUD by the City Commission, a development permit or building permit application must be submitted with the City for work related to one or more phases of the SPUD within four (4) years of this approval becoming final with no appeal pending or the SPUD will automatically expire, unless otherwise

lawfully extended by the City or Section 252.363, Florida Statutes. In the event the PUD expires, the Property shall be governed by the zoning regulations applicable to the RE-1 (Estate Density Residential) zoning district.

17. MISCELLANEOUS CONDITIONS

- A. The uses of the proposed project shall only be those uses identified in the approved Small Planned Unit Development Agreement. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.
- B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.
- C. Construction and operation of the proposed use(s) shall at all times comply with the Small Planned Unit Development Agreement set forth herein, and with all City and other governmental agencies rules and regulations.
- D. The transfer of ownership or lease of any or all of the property described in these SPUD Agreement 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. This SPUD Agreement 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.

18. LEVELS OF SERVICE

- A. Levels of Service
 - 1. As submitted, the development resulting from the proposed zoning change may result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to water, wastewater, roads, drainage, and solid water. No final development order (site plan and building permits) shall be granted for proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.
- B. Utilities
 - A. Projected Capacities
 - a. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The

City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.

- C. If the development requires construction of new distribution or collection lines, or other infrastructure needed to develop the subdivision, the developer will be required to construct such facilities to provide service. The developer will bear the cost of design, permitting and construction. Any such facilities must be constructed in a fashion consistent with the City's master plans and to the City standards and specifications.
- D. Commitment of Capacity
 - 1. There are no previous commitments of any existing or planned excess capacity for this property.
- E. Ability to Provide Services
 - 1. At this time, the City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.
 - 2. Future development within the City of Leesburg utility service areas may impact the provision of utility services.

EXHIBIT B**LEGAL DESCRIPTION**

Parcel 1:

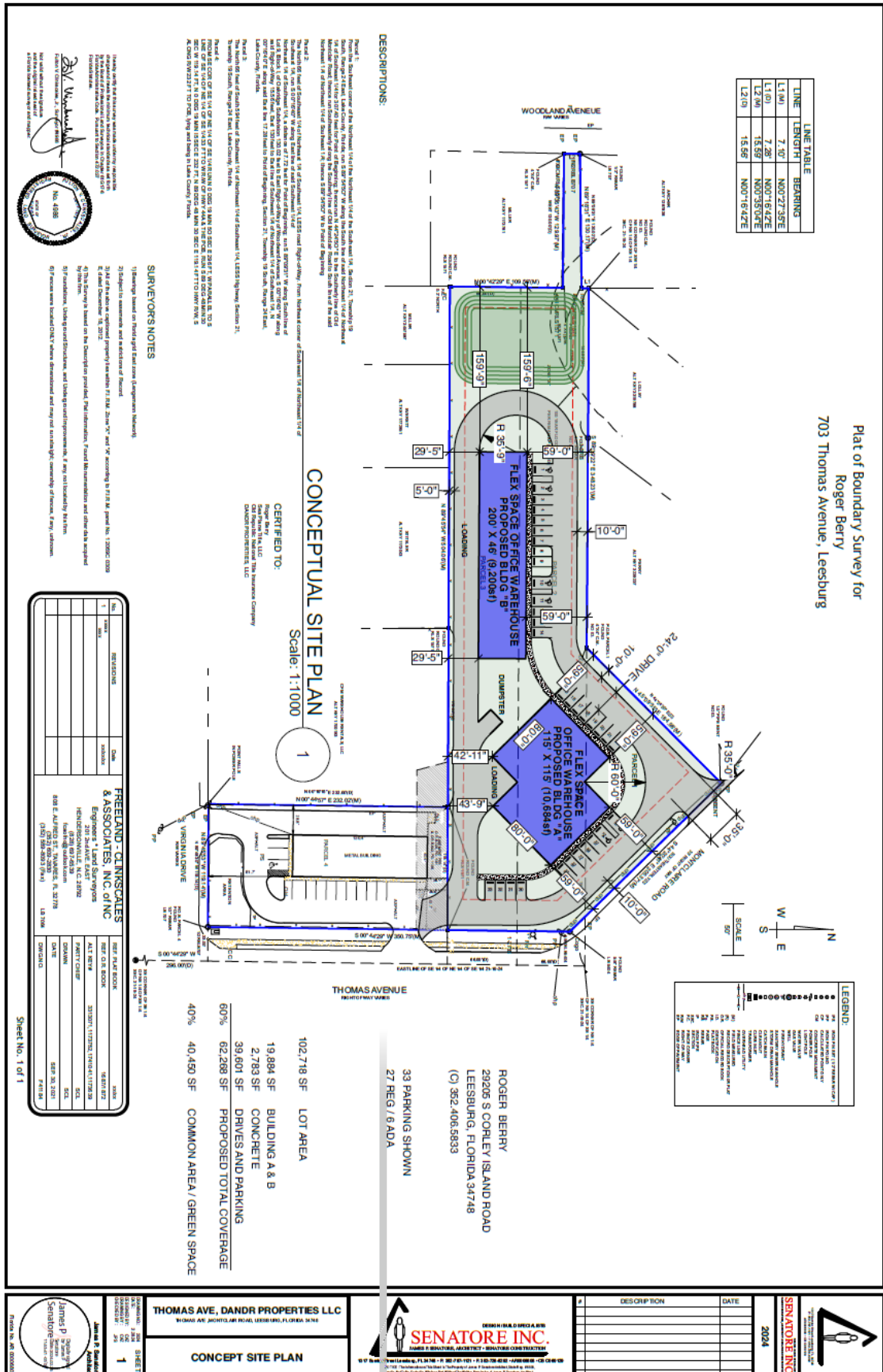
From the Southeast corner of the Northeast 1/4 of the Northeast 1/4 of the Southeast 1/4, Section 21, Township 19 South, Range 24 East, Lake County, Florida; run S 89°54'50" W along the South line of said Northeast 1/4 of Northeast 1/4 of Southeast 1/4 for 307.40 feet for Point of Beginning; thence run N 44°24'50" E to the Southerly line of Old Montclair Road; thence run Southeasterly along the Southerly line of Old Montclair Road to South line of the said Northeast 1/4 of Northeast 1/4 of Southeast 1/4; thence S 89°54'50" W to Point of Beginning

Parcel 2:

The North 66 feet of Southeast 1/4 of Northeast 1/4 of Southeast 1/4, LESS road Right-of-Way. From Northeast corner of Southwest 1/4 of Northeast 1/4 of Southeast 1/4, run S 00°16'40" W along East line of said Southwest 1/4 of Northeast 1/4 of Southeast 1/4, a distance of 7.72 feet for Point of Beginning; run S 89°09'31" W along South line of Lot 9, Block I, of Oakridge Subdivision 130.02 feet to East Right-of-Way of Woodward Avenue; S 00°16'40" W along said Right-of-Way 15.56 feet, East 130 feet to East line of Southwest 1/4 of Northeast 1/4 of Southeast 1/4, N 00°16'40" E along said East line 17.28 feet to Point of Beginning, Section 21, Township 19 South, Range 24 East, Lake County, Florida.

Parcel 3:

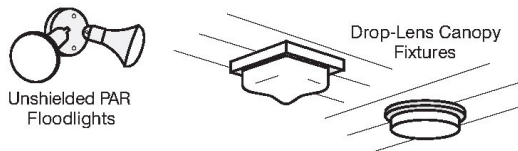
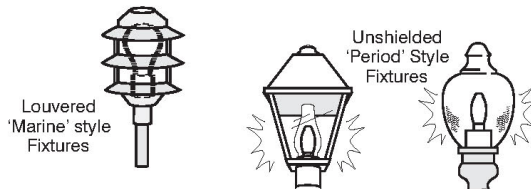
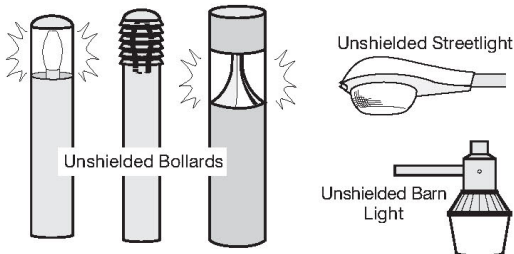
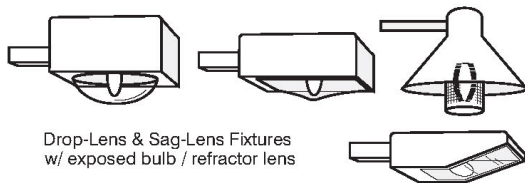
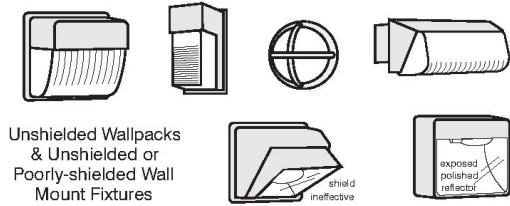
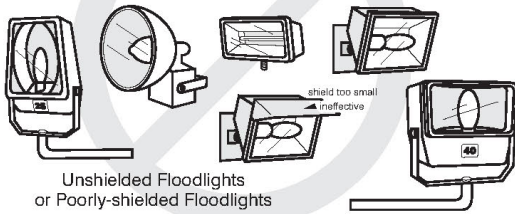
The North 66 feet of South 594 feet of Southeast 1/4 of Northeast 1/4 of Southeast 1/4, LESS Highway, Section 21, Township 19 South, Range 24 East, Lake County, Florida.



Examples of Acceptable / Unacceptable Lighting Fixtures

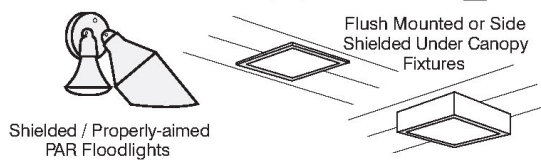
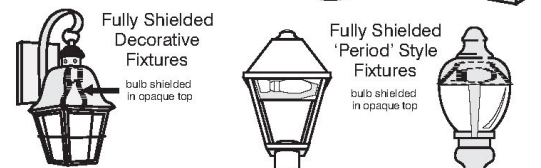
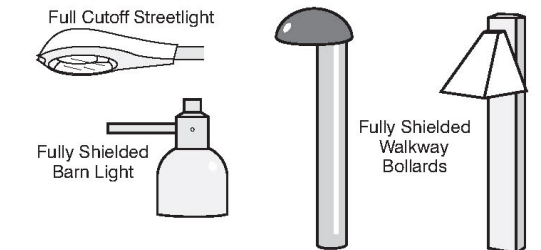
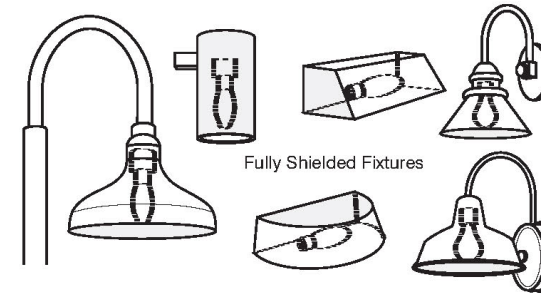
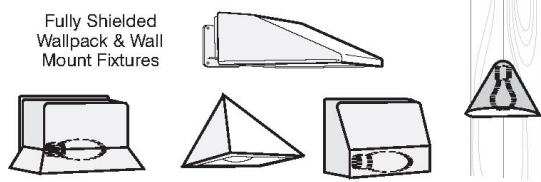
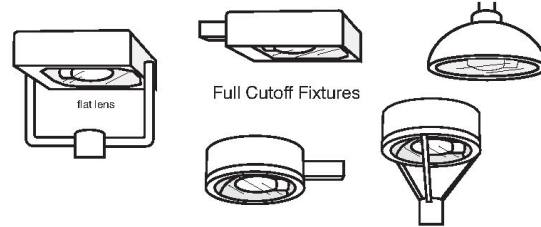
Unacceptable / Discouraged

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



**CITY OF LEESBURG PLANNING & ZONING DEPARTMENT
RECOMMENDATIONS**

DATE: May 23, 2024
OWNER: DANDR Properties LLC
PETITIONER: Roger Berry
PROJECT: Thomas-Montclair Industrial Flex
REQUEST: Rezoning from Lake County R-6 (Urban Residential) and City of Leesburg R-1 (Low Density Residential) to SPUD (Small Planned Unit Development), to allow 19,884 +/- square feet of indoor industrial flex space.
CASE NO.: SPUD-24-74

THE PLANNING & ZONING DEPARTMENT RECOMMENDS:

APPROVAL of the request

for the following reason(s):

1. The proposed request for a SPUD (Small Planned Unit Development) zoning is compatible with the current surrounding zoning districts, including Lake County CP (Planned Commercial) and R-6 (Urban Residential); and City of Leesburg C-1 (Neighborhood Commercial), M-1 (Industrial), and R-1 (Low Density Residential).
2. The proposed request for the Future Land Use designation of Industrial, is compatible with the proposed zoning of SPUD.
3. The proposed request does not appear to create a detriment to surrounding properties, based on the location, proximity to compatible development, and indoor industrial flex use.

Action Requested:

1. Vote to approve the proposed rezoning from Lake County R-6 (Urban Residential) and City of Leesburg R-1 (Low Density Residential) to SPUD (Small Planned Unit Development), and forward this recommendation to the City Commission for consideration.

**CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY**

DATE: May 23, 2024

OWNER: DANDR Properties LLC

PETITIONER: Roger Berry

PROJECT: Thomas-Montclair Industrial Flex

REQUEST: Small Scale Comprehensive Plan Amendment to City Industrial and Rezoning to SPUD (Small Planned Unit Development) to allow 19,884 +/- square feet of indoor industrial flex space.

CASE NO.: SSCP-24-73; SPUD-24-74

GENERAL LOCATION: Southwest of Montclair Road and west of Thomas Avenue.

FUTURE LAND USE DESIGNATION: Lake County Urban High Density and City of Leesburg Low Density Residential.

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Lake County Urban High Density; City of Leesburg Low Density Residential
South – Lake County Urban High Density; City of Leesburg General Commercial, Industrial
East – City of Leesburg General Commercial, Estate Residential
West – Lake County Urban High Density

PROPOSED FUTURE LAND USE DESIGNATION: City of Leesburg Industrial.

EXISTING ZONING DESIGNATION: Lake County R-6 (Urban Residential) and City of Leesburg R-1 (Low Density Residential)

SURROUNDING ZONING DESIGNATIONS:

North – Lake County R-6 (Urban Residential); City of Leesburg R-1 (Low Density Residential)
South – Lake County CP (Planned Commercial); City of Leesburg C-1 (Neighborhood Commercial), M-1 (Industrial)
East – City of Leesburg R-1 (Low Density Residential), City of Leesburg C-1 (Neighborhood Commercial)
West – Lake County R-6 (Urban Residential)

PROPOSED ZONING DESIGNATION: SPUD (Small Planned Unit Development)

EXISTING LAND USE: Vacant, undeveloped acreage.

SURROUNDING LAND USE:

North – Vacant; Residential
South – Residential; Vacant; Commercial; Industrial
East – Commercial; Residential
West – Vacant; Residential

PROPOSED LAND USE: 19,884 +/- square feet of indoor industrial flex space.

**CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY**

DATE: May 23, 2024
(sent out 3/28/2024, with 4/12/2024 Comment deadline)
OWNER: DANDR Properties LLC
PETITIONER: Roger Berry
PROJECT: Thomas-Montclair Industrial Flex
REQUEST: Small Scale Comprehensive Plan Amendment to City Industrial and Rezoning to SPUD
(Small Planned Unit Development) to allow 19,884 +/- square feet of indoor industrial
flex space.
CASE NO.: SSCP-24-73; SPUD-24-74

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 4/12/2024.

FIRE

No comments from Leesburg Fire Department. — Captain Amanda Stevenson, 4/11/2024.

ELECTRIC

Electric has no objections. Easements will be required. A line extension will be required.—Steve Davis, 3/28/2024.

GAS

No comment for Gas Dept. — Wayne Williams, 3/28/2024.

GIS

GIS has no comments. — Nicholas Tota, 3/28/2024.

BUILDING

No comments received as of 4/12/2024.

PUBLIC WORKS

Public Works has no issues with this item. - Cliff Kelsey, 3/28/2024.

ADDRESSING

No comments received as of 4/12/2024.

HOUSING & REDEVELOPMENT

My only concern would be how much additional traffic might be generated from this site once developed. This is a very busy and dangerous intersection. — Sandra Wilson, 3/28/2024.

LAKE COUNTY PUBLIC WORKS

See attached letter received 4/11/2024.

LAKE COUNTY SCHOOLS

The school district does not have any comment for the Industrial Flex CPA and PUD. – Helen LaValley, 4/3/2024.

PUBLIC RESPONSES

Approval

Disapproval

No comment

Seeking information (2)

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

PUBLIC COMMENTS (SEEKING INFORMATION)

“What exactly does Industrial Flex Space cover as far as Industrial (Hazardous Materials?) Noise? Traffic increase? Will there be a buffer for noise, dust, particulate, from proposed industry? The aquifer in this neighborhood is temperamental. My well has just settled down from construction in the past 2 years.”

– Renee Harrod, 2418 Virginia Drive, Leesburg, FL 34748; 4/11/2024.

“What does ‘Flex’ mean in context to this project? I am mostly concerned with noise and what impact the ‘Industry’ will have on my fruit trees and other gardening as well as the effect it could have on my well, as past construction has caused quite a bit of particulate in it.”

– Dudley S. Harrod, 2418 Virginia Drive, Leesburg, FL 34748; 4/11/2024.



Department of Public Works, Engineering Division
P.O. Box 7800 • 350 N. Sinclair Ave. • Tavares, FL 32778

April 11, 2024

Max VanAllen,
Planner
City of Leesburg
Planning and Zoning Department
204 North 5th Street
Leesburg, Florida 34749
(sent via email)

RE: PROJECT: Thomas Montclair Industrial Flex / Planned Unit Development
CASE NO.: PUD-24-74

Thank you for requesting our comments on this planned unit development.

The below information neither constitutes an approval nor a denial by Lake County Board of County Commissioners or Lake County staff. Specifically, the County Commissioners have neither discussed nor voted on this project. These recommendations are only from the Lake County Department of Public Works. The Office of Planning and Zoning, Office of Building Services, Office of Fire Rescue, and other associated offices have NOT provided comments on this development. Further input by these groups may be required.

Lake County Department of Public Works recommended requirements for Thomas Montclair Industrial Flex PUD impacts to roadways and drainage systems:

P 352.253.6000 • F 352.253.9025
Board of County Commissioners • www.lakecountyfl.gov

Douglas B. Shields
District 1

Sean M. Parks, AICP, QEP
District 2

Kirby Smith
District 3

Leslie Campione
District 4

Josh Blake
District 5

PROJECT: Thomas Montclair Industrial Flex/ Planned Unit Development
CASE NO.: PUD-24-74

Montclair Road:

- Access from Montclair Road, a county maintained paved road, will require permitting with Lake County Public Works Department. The access must meet the county transportation and access management standards. Please coordinate the design of the access and any other necessary road and right-of-way improvements with the Engineering Division of the Lake County Public Works Department.
- A preliminary review of the right-of-way for Montclair Road return with no platted nor deeded right-of-way. A detailed survey of Montclair Road will be required to be included with the property boundary survey.
- Additional right-of-way for Montclair Road will be required to meet the minimum requirements for a local road to accommodate the offsite road improvements, utilities, sidewalks, and maintaining the roadside drainage. The standard minimum right-of-way measured from centerline of the road is 33-ft. Further evaluation will be performed with subdivision plans based on impacts due to drainage, sidewalk, turn lanes, shoulders, etc.
- A sidewalk will be required along the entire frontage of Montclair Road to meet both city and county requirements.

Virginia Drive:

- Virginia Drive is a county maintained paved road. Any improvements off this road will require permitting with the Lake County Public Works Department.
- The conceptual plan for the proposed rezoning includes the existing building off Virginia Drive. A sidewalk may be required along the entire frontage of Virginia Drive to meet both city and county requirements.

Traffic:

- A Traffic Impact Study will be required of this development for review by Lake County Public Works Department and City of Leesburg.

Stormwater Management:

- The site's stormwater management design will need to be reviewed by Lake County when submitted to both the City of Leesburg and St Johns River Water Management District. We may require Lake County stormwater design standards on ponds that outfall or affect surrounding unincorporated lands.

Flood Study:

- Development will be responsible for a drainage and flood study to determine the flood zones within and partially crossing into the development area. The flood study will require review by both the city and county. The study will evaluate downstream impacts from stormwater outfall from this site or affect surrounding unincorporated lands or onto county roads.

Please be advised that this letter pertains to transportation, access management, stormwater, and floodplain related impacts foreseen from the proposed PUD application as reviewed by Lake

PROJECT: Thomas Montclair Industrial Flex/ Planned Unit Development
CASE NO.: PUD-24-74

County Department of Public Works. This letter does not include any land use, zoning, or any other elements that may be addressed by other departments, such as Lake County Department of Economic Growth - Office of Planning and Zoning.

Please contact me if you have any questions concerning the comments and recommendations provided in this letter.

Sincerely,



Seth Lynch
Development Engineer/Project Manager
Lake County Department of Public Works
Engineering Division
slynch@lakecountyfl.gov

Cc: Jeff Earhart, Engineering Manager for Lake County
Mike Fitzgerald, Planning Director for Lake County
Janie Barron, Planning Manager for Lake County
Dan Miller, Planning and Zoning Manager for City of Leesburg



MEMORANDUM

PROJECT: DE MINIMIS DETERMINATION (Tier 1 TIA) EXEMPTION

CASE: Thomas-Montclair Industrial Flex (PUD-24-74)

TO: **Delivered via email:**
Chris Zipperer, Senatore Inc.
E: senatoreinc@gmail.com
Michael Woods, Executive Director, Lake~Sumter MPO
E: mwoods@lakesumtermpo.com
City of Leesburg Public Works
E: John.Borrow@leesburgflorida.gov
E: Tracy.Bronson@leesburgflorida.gov
Lake County Public Works
Seth.Lynch@lakecountyfl.gov
Sharon.Lewis@lakccountyfl.gov

FROM: Max Van Allen, Planner, City of Leesburg

THROUGH:  Dan Miller, Director, Planning and Zoning, City of Leesburg

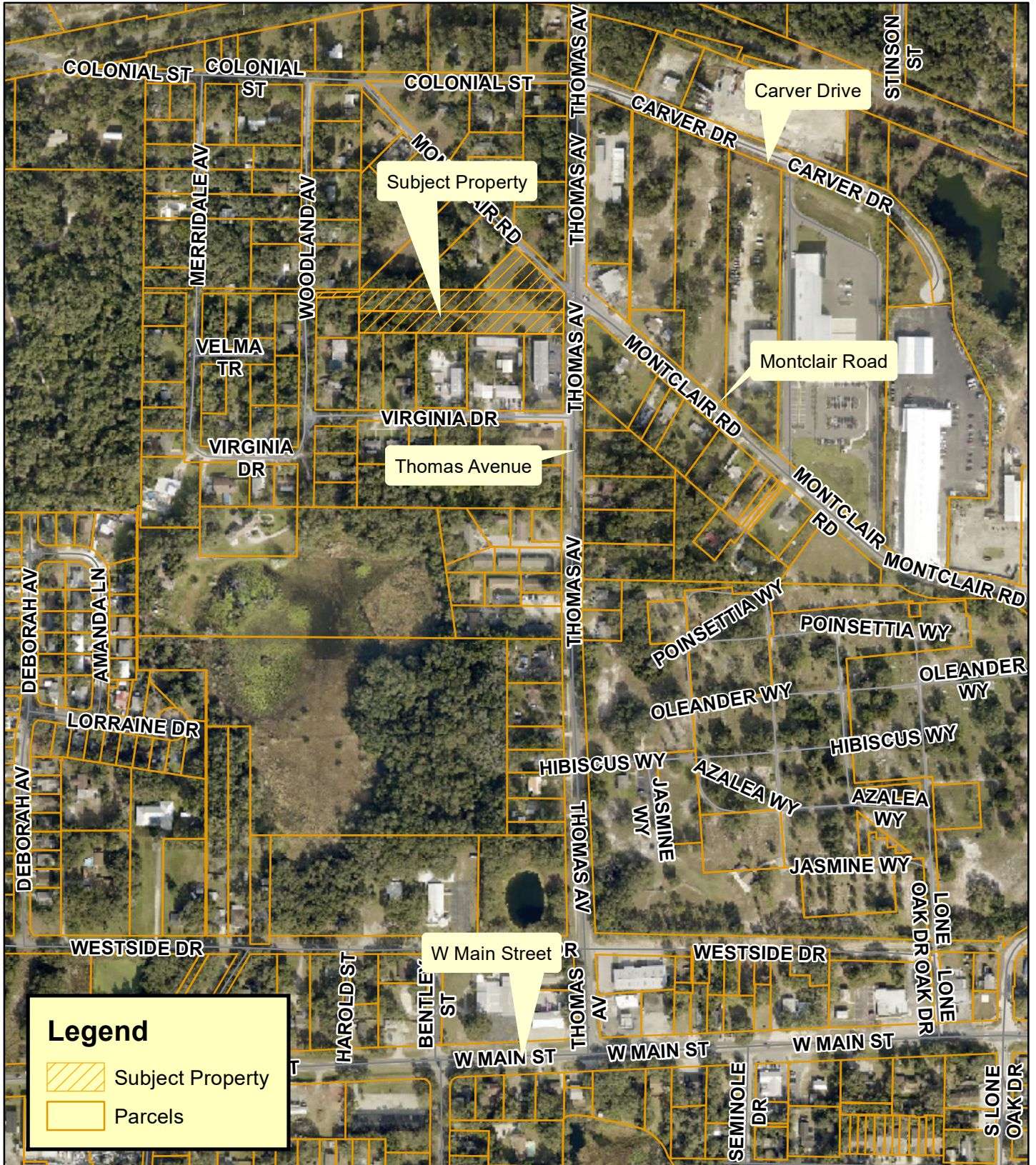
DATE: April 30, 2024

STATUS: **APPROVED De minimis determination**

The traffic study exemption request has been reviewed by the City of Leesburg Planning and Zoning Director and has received a recommendation for approval. The proposed development meets the de minimis determination criteria stated in Lake~Sumter Metropolitan Planning Organization Methodology and Guidelines Section 5 Request for Exemption from a Tier 1 TIA.

A traffic analysis is not required.

Locator

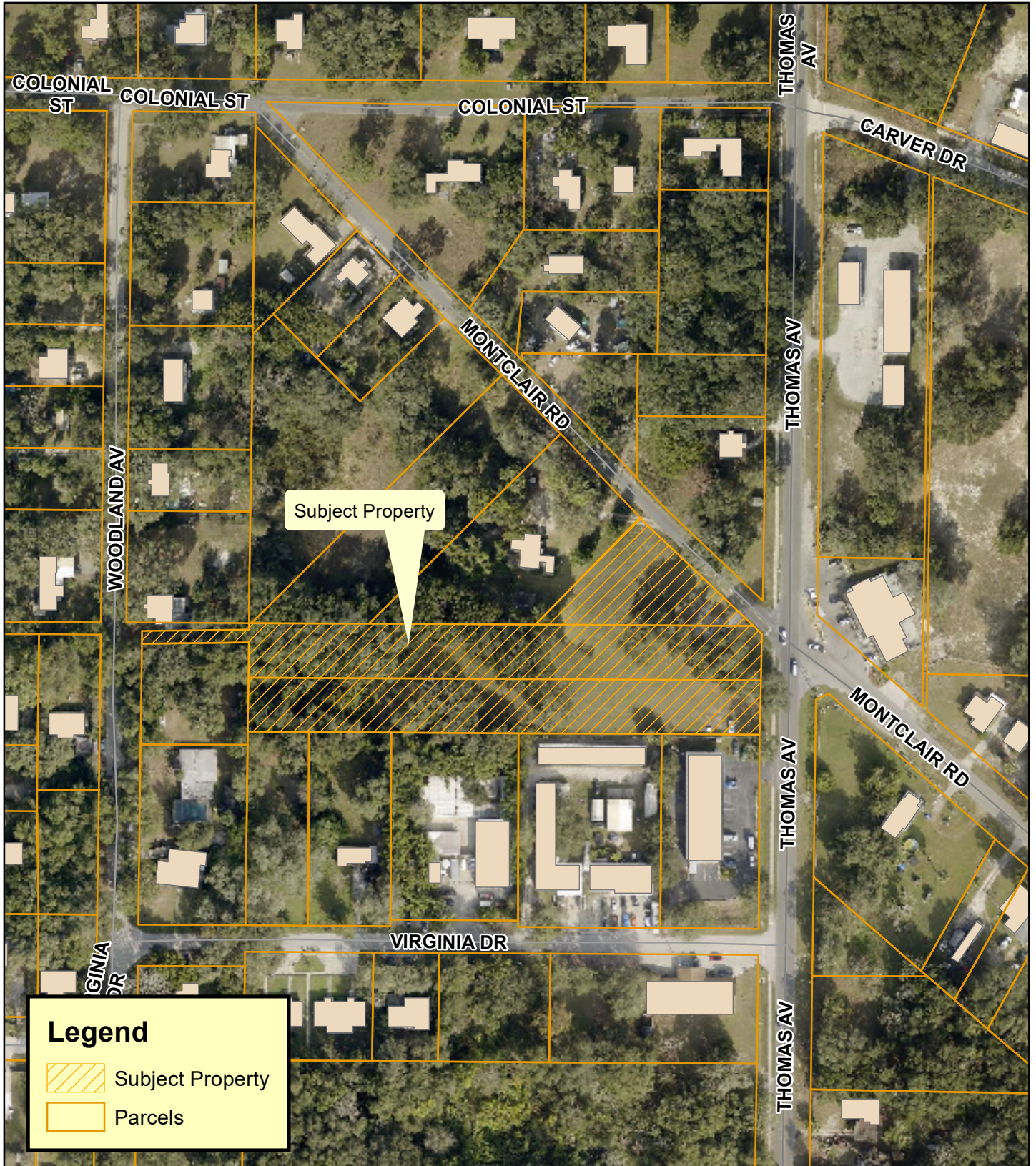


**Planning
& Zoning
Division**

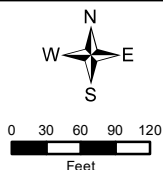


Thomas-Montclair Industrial Flex
ANNX-24-72, SSCP-24-73, SPUD-24-74
AK #s: 3313071, 1173752, 1741041
Section 21, Township 19 South, Range 24 East
February 28, 2024

Aerial

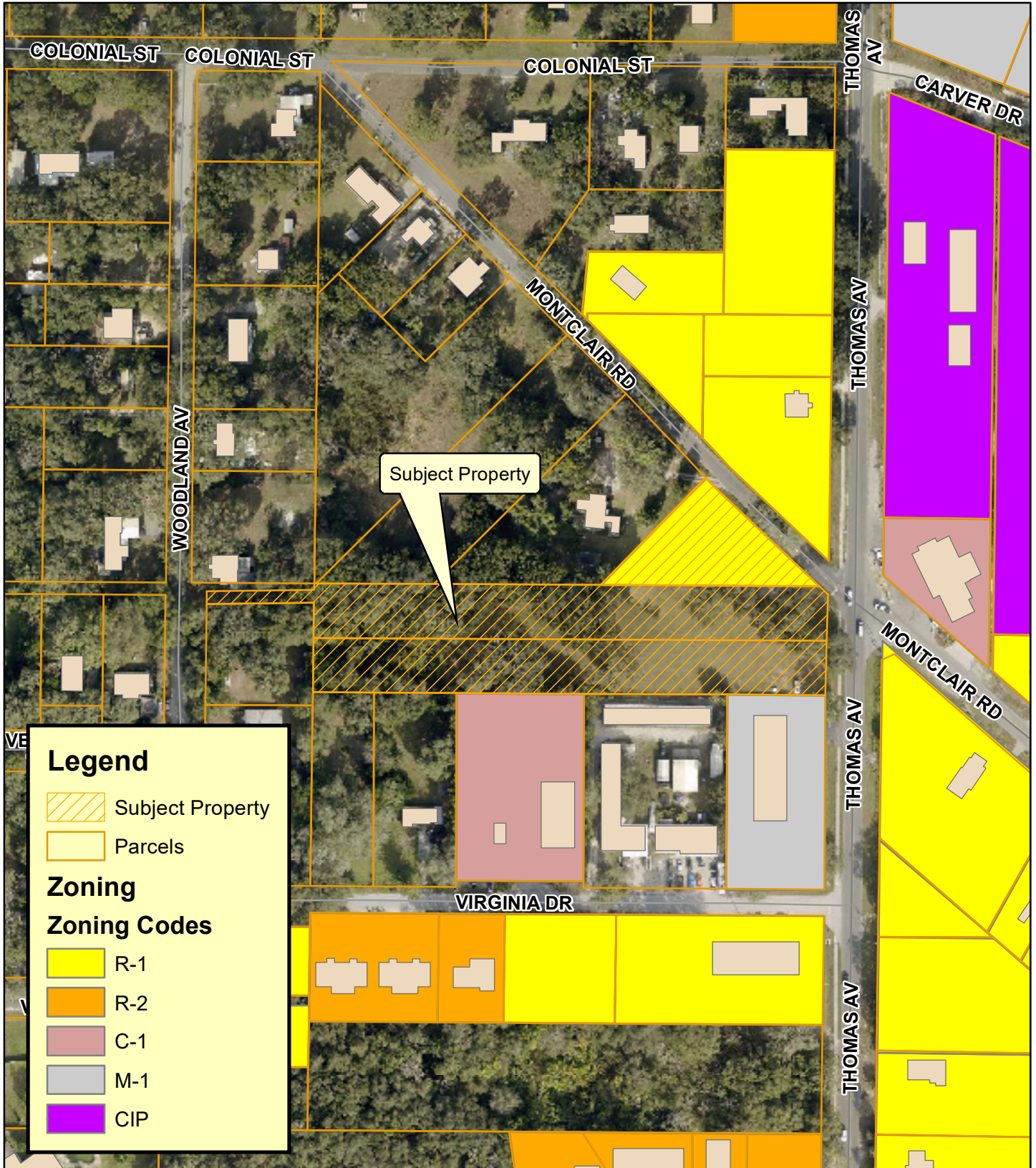


**Planning
& Zoning
Division**

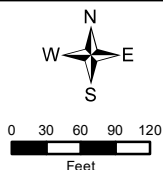


Thomas-Montclair Industrial Flex
ANNX-24-72, SSCP-24-73, SPUD-24-74
AK #s: 3313071, 1173752, 1741041
Section 21, Township 19 South, Range 24 East
February 28, 2024

Zoning



**Planning
& Zoning
Division**

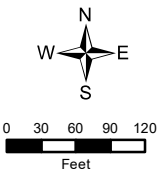


Thomas-Montclair Industrial Flex
 ANN-24-72, SSCP-24-73, SPUD-24-74
 AK #s: 3313071, 1173752, 1741041
 Section 21, Township 19 South, Range 24 East
 February 28, 2024

Lake County Zoning

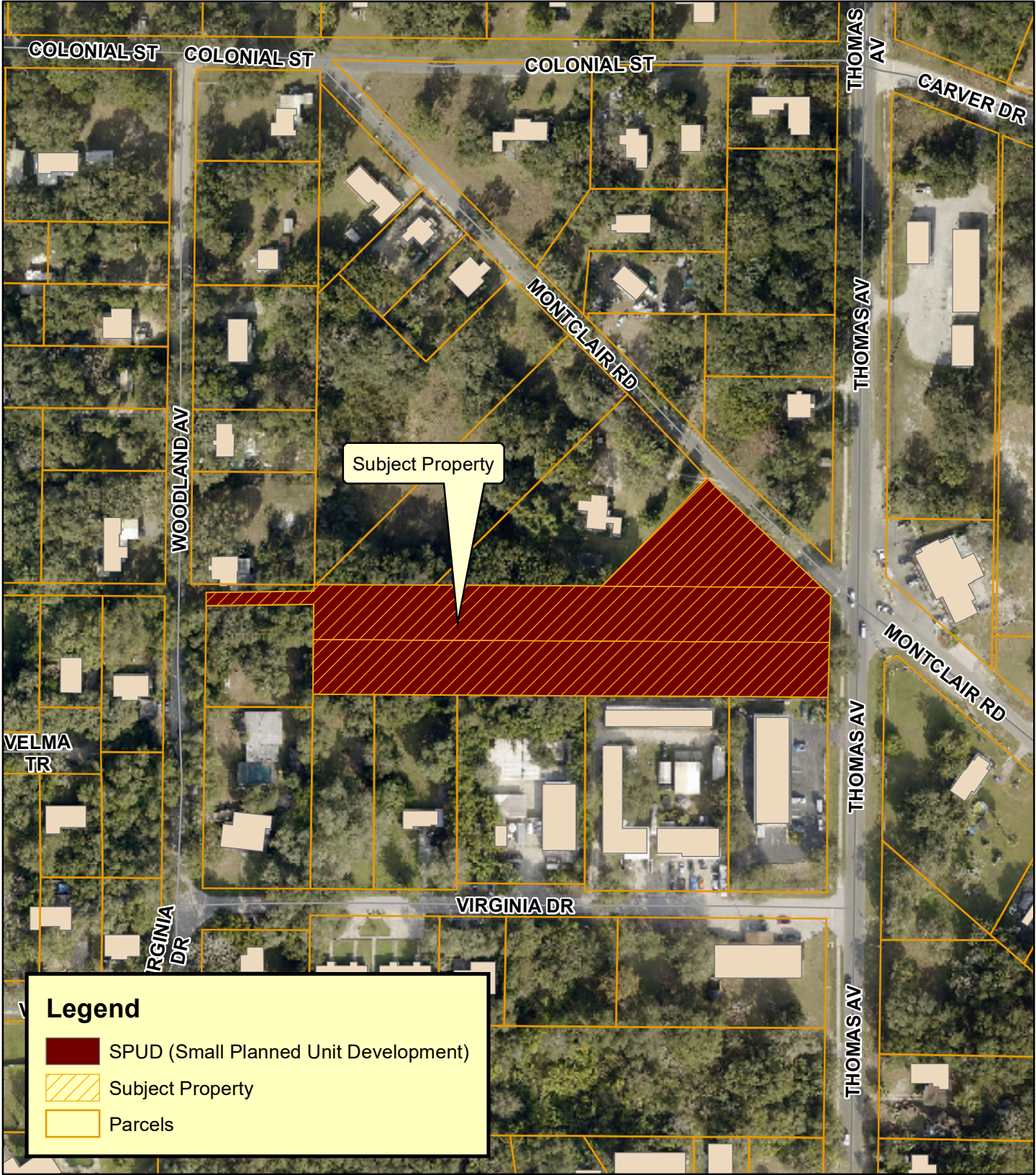


**Planning
& Zoning
Division**

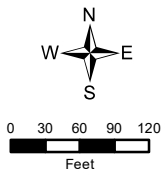


Thomas-Montclair Industrial Flex
ANNX-24-72, SSCP-24-73, SPUD-24-74
AK #s: 3313071, 1173752, 1741041
Section 21, Township 19 South, Range 24 East
February 28, 2024

Proposed Zoning

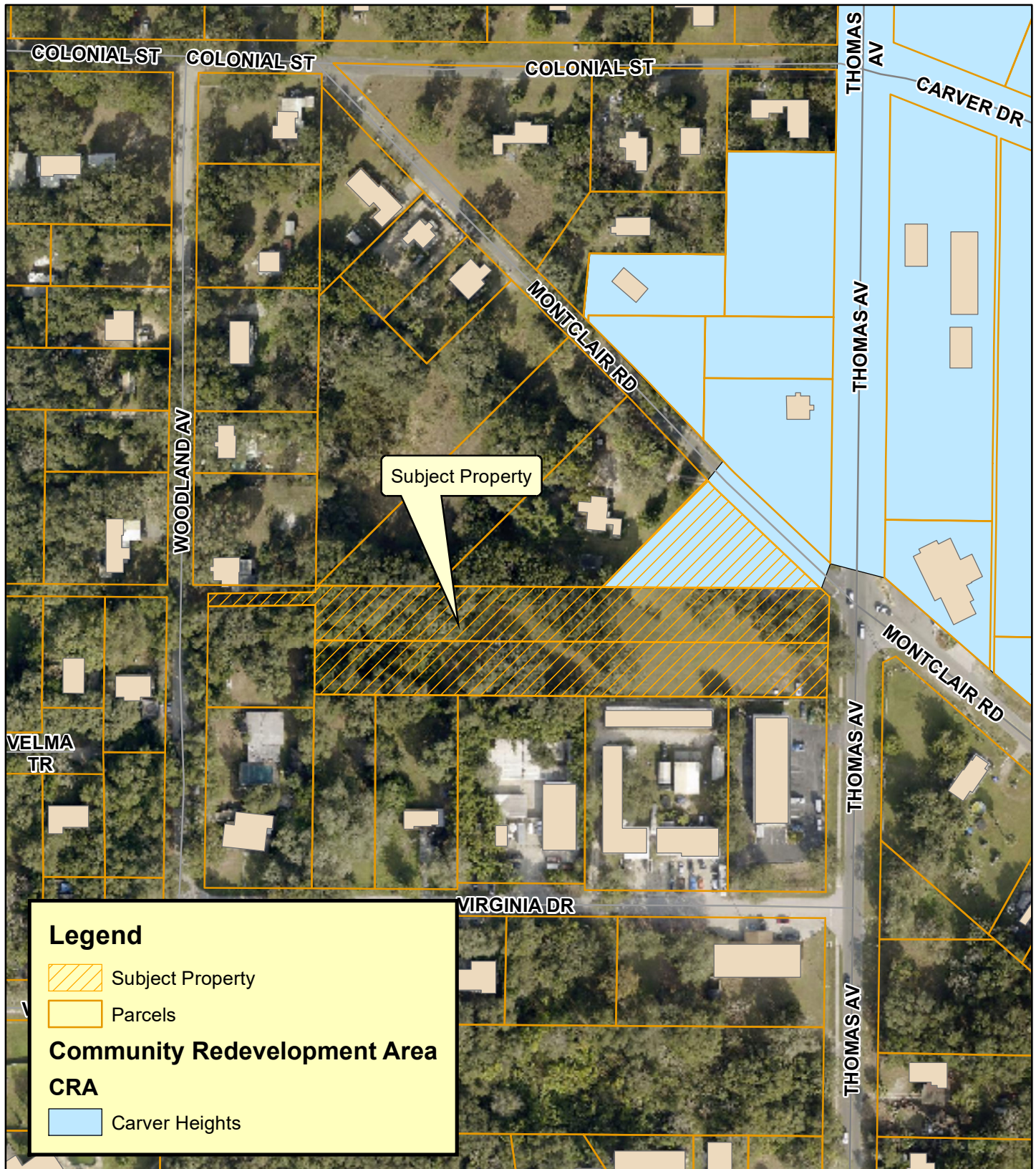


**Planning
& Zoning
Division**

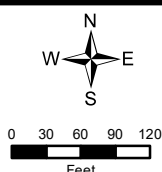


Thomas-Montclair Industrial Flex
ANNX-24-72, SSCP-24-73, SPUD-24-74
AK #s: 3313071, 1173752, 1741041
Section 21, Township 19 South, Range 24 East
February 28, 2024

Community Redevelopment Area



**Planning
& Zoning
Division**



Thomas-Montclair Industrial Flex
ANNX-24-72, SSCP-24-73, SPUD-24-74
AK #s: 3313071, 1173752, 1741041
Section 21, Township 19 South, Range 24 East
February 28, 2024



Close up of Sign on Property from the corner of Montclair Road and Thomas Avenue.



Looking north along Montclair Road.



Looking north along Thomas Avenue.



Looking east across Montclair Road and Thomas Avenue.



Looking south along Thomas Avenue.



Looking west into the property from the corner of Montclair Road and Thomas Avenue.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.5.

Meeting Date: July 22, 2024

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

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning of approximately 37.7 +/- acres from PUD (Planned Unit Development) and C-3 (Highway Commercial) to PUD (Planned Unit Development), for a property generally located north of County Road 48 and west of U.S. Highway 27, as legally described in Section 14, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (CR 48 Brightleaf Residential PUD)

Staff Recommendation:

Planning and Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from PUD (Planned Unit Development) and C-3 (Highway Commercial) to PUD (Planned Unit Development) to allow for 253 attached single-family units and associated uses.

Analysis:

The project site is approximately 37.7 +/- acres, and is generally located north of County Road 48 and west of U.S. Highway 27 as shown on the attached maps. At this time, the property is undeveloped acreage. The proposal will allow for 253 attached single-family units and associated uses, and correct an existing "split zoning" condition. The existing land uses surrounding the property are residential, commercial, industrial, and undeveloped. City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on May 23, 2024, 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 on this site will create a positive fiscal impact on the City of Leesburg, in the form of

impact and utility fees, plus ad valorem taxes.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING OF APPROXIMATELY 37.7 +/- ACRES FROM PUD (PLANNED UNIT DEVELOPMENT) AND C-3 (HIGHWAY COMMERCIAL) TO PUD (PLANNED UNIT DEVELOPMENT), FOR A PROPERTY GENERALLY LOCATED NORTH OF COUNTY ROAD 48 AND WEST OF U.S. HIGHWAY 27, AS LEGALLY DESCRIBED IN SECTION 14, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (CR 48 BRIGHTLEAF RESIDENTIAL PUD)

BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA, that:

Section 1.

Based upon the petition of Sean Myers (Brightleaf Properties, 1133 Louisiana Avenue, Winter Park, Florida) Petitioner) for the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from City of Leesburg PUD (Planned Unit Development) and C-3 (Highway Commercial) to 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 22nd day of July 2024.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

BRIGHTLEAF CR 48 PUD
PLANNED UNIT DEVELOPMENT AGREEMENT
July 22, 2024

These Planned Unit Development Conditions for a PUD (Planned Unit Development) zoning district are granted by the City of Leesburg Planning Commission, Lake County, Florida to **Brightleaf Properties, LLC 1133 Louisiana Acres, Suite 101, Winter Park, FL 32789**, (Sean Myers, Petitioner), "Permittee" for the purposes described herein, and subject to the terms and conditions as set forth in this document, pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 "Planned Unit Development" of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND

The "Permittee" is desirous of obtaining a Planned Unit Development (PUD) zoning district to allow future construction of a proposed residential development consisting of a maximum of 253 attached single-family residential units on approximately 37.7 acres, generally located north of County Road 48, and west of US Highway 27, 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 **Brightleaf Properties, LLC, 1133 Louisiana Acres, Suite 101, Winter Park, FL 32789**, (Sean Myers, Petitioner), 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 37.7 acres, shall be used for platted single family attached residential development, pursuant to City of Leesburg development codes and standards.

- A. Permitted Uses
 - 1. Attached single family residential units (townhomes).
 - 2. Accessory retail within a recreation center or clubhouse, intended for the primary use of residents, such as a snack bar.
 - 3. Temporary modular sales center office (during construction and sales of new units) not to exceed one year, and construction office not to exceed two years from the approval of the final plat of the final phase for the subdivision. Model homes may be used as sales centers during the duration of the project.
- B. Prohibited Uses
 - 1. Detached single family residential units.
 - 2. Duplex/Triplex uses.
 - 3. Multi-family units (apartments, except that the townhome units may be offered for-rent).
 - 4. Commercial uses (as a primary use).
 - 5. All other uses not specifically permitted within these conditions under Permitted Uses above shall be prohibited.

4. **DEVELOPMENT STANDARDS**

- A. The project shall contain a maximum of 253 single family residential units, at a gross density not to exceed 6.8 units per acre on the approximately 37.7-acre site, as shown on **Exhibit C, Master Development Plan**.
- B. Lot sizes shall include a mix of 20-foot rear loaded lots, 20-foot front loaded lots, and 45-foot end lots. Front loaded lots shall be limited to the perimeter of the site. Two (2) options for the 20-foot rear loaded lot, are permitted herein. Both options for the 20-foot rear loaded lots are subject to the minimum lot development standards under Section 2, Development Standards, Item D.
- C. The maximum impervious surface for the project shall be 65%. Community and private swimming pools shall not count toward the impervious surface calculation.
- D. The minimum lot development standards shall be:
 - 1. For all structures:
 - a. Each dwelling unit shall have a minimum two off-street parking spaces.
 - b. No more than 113 lots shall have front-loaded townhome units.
 - c. No more than 116 lots shall have rear-loaded townhomes, including both unit typologies (fronting open space and fronting street.)
 - d. 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.
 - e. 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.
 - 2. For 20-foot townhome lots (Front-loaded):
 - a. Minimum living area (under roof): 1,000 square feet.

- b. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
 - c. Maximum building height: 2 stories, or 35-feet
 - d. Minimum lot size shall be 2,000 square feet.
 - e. Minimum width:
 - Interior lot - 20 feet;
 - End unit lot – 30 feet
 - f. Minimum depth 100 feet
 - g. Minimum building setbacks:
 - Front – 22 feet;
 - Rear – 20 feet;
 - Side (between buildings) – 10 feet;
 - Side (street) – 15 feet.
3. For 20-foot townhome lots (Rear-loaded, fronting open space):
- a. Minimum living area (under roof): 1,000 square feet.
 - b. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
 - c. Maximum building height: 3 stories, or 35-feet
 - d. Minimum lot size shall be 2,000 square feet.
 - e. Minimum width:
 - Interior lot - 20 feet;
 - End unit lot – 30 feet
 - f. Minimum depth 100 feet.
 - g. Minimum building setbacks:
 - Front – 10 feet;
 - Rear – 7 feet;
 - Side (between buildings) – 10 feet;
 - Side (street) – 15 feet.
4. For 20-foot townhome lots (Rear-loaded, fronting street):
- a. Minimum living area (under roof): 1,000 square feet.
 - b. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
 - c. Maximum building height: 3 stories, or 35-feet
 - d. Minimum lot size shall be 2,000 square feet.
 - e. Minimum width:
 - Interior lot - 20 feet;
 - End unit lot – 30 feet
 - f. Minimum depth 100 feet.
 - g. Minimum building setbacks:
 - Front – 15 feet;
 - Rear – 7 feet;
 - Side (between buildings) – 10 feet;
 - Side (street) – 15 feet.

2. **DESIGN/ARCHITECTURAL STANDARDS**

- A. All buildings shall utilize at least five (5) of the following design features to provide visual relief along all elevations of the buildings. Designs may vary throughout the development.
- 1) Dormers
 - 2) Gables
 - 3) Recessed or raised entries
 - 4) Covered porch entries
 - 5) Cupolas
 - 6) Pillars or decorative posts
 - 7) Bay window (minimum 12-inch projections)
 - 8) Eaves (minimum 6-inch projections)
 - 9) Front windows with arched glass tops and minimum 4-inch trim.
 - 10) Garage vehicle doors shall incorporate the following elements: raised decorative panels, decorative glass panels or panes, decorative hinges, etc.
 - 11) Front doors shall incorporate the following decorative elements: raised decorative panels, decorative glass panels or panes, decorative handles, etc.
 - 12) Stone accents
 - 13) Shutters
 - 14) Board and batten siding
 - 15) Hardy board siding
 - 16) Raised banding
 - 17) Craftsman style garage doors
- B. Exterior building materials contribute significantly to the visual impact of a building on the community. These materials shall be well designed and integrated into a comprehensive design style for the project. The total exterior wall area of each building elevation shall be composed of one of the following:
- 1) At least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.
 - 2) At least thirty percent (30%) full-width brick or stone, with the balance being stucco and/or a “cementitious” lap siding. (A “cementitious” lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option.).
 - 3) All textured stucco, provided there are unique design features such as recessed garages, tile or metal roofs, arched windows, porches, etc. in the elevations of the buildings or the buildings are all brick stucco. Unique design features shall be reviewed by the Community Development Director for compliance.

- C. Other similar design variations meeting the intent of this section may be approved by the Community Development Director or designee.
- D. The architectural styles and facades shown in **Exhibit D, Building Elevations** herein are considered to meet the requirements of this section.
- E. The Permittee shall utilize “Dark Sky” lighting principles when selecting lighting fixtures for all street lighting. Such lighting shall achieve the overall effect of containing and shielding excessive light pollution from adjacent properties. Appropriate designs are shown on as **Exhibit E**, attached hereto.

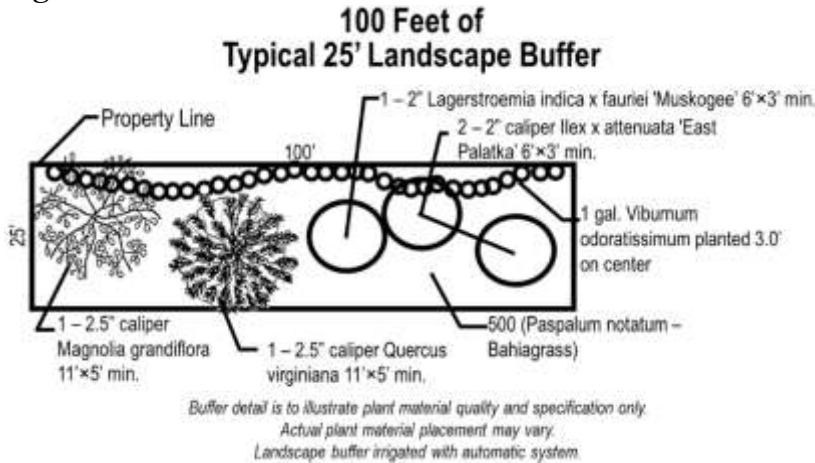
3. **OPEN SPACE, LANDSCAPING & BUFFER REQUIREMENTS**

- A. A minimum of 35% open space shall be provided throughout the development. Open space may consist of buffers, wetlands retention and recreation areas.
- B. A minimum twenty-five (25) foot buffer tract with plantings as shown in Figure A below, shall be provided along the eastern, western, and southern boundary of the property, unless otherwise provided for within these standards.
- C. A minimum forty (40) foot buffer tract, with plantings as shown in Figure B, shall be required adjacent to the residential parcels to the north, as shown on **Exhibit C**.
- D. Along County Road 48, the 25-foot buffer may be reduced if right of way is required by Lake County Public Works for future roadway improvements. In no case shall the buffer along County Road 48 be reduced to less than fifteen (15) feet.
- E. One (1) canopy tree per townhome unit shall be planted interspersed between the town home buildings at no less than 50' spacing along the front. The balance of required trees shall be located between the townhome buildings.
- F. A six (6) foot high privacy fence shall be provided adjacent to the residential parcels to the north, as shown on the Master Development Plan. This fence shall be constructed of PVC, or other such synthetic material that allows for an opaque barrier.
- G. All landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances, Section 25-329, and at a minimum shall contain the following plantings as noted in Figures A and B below:

Figure A

Canopy Trees (per 100 l.f.)	2 per 100 linear ft
Tree CAL/Height	2" cal, 12' overall height
Optional Ornamental Trees (per 100 l.f.)	3 per 100 linear ft
Tree CAL/Height	2" cal, 7' overall height
Shrub Screen (per 100 l.f.)	
Square Ft. of Shrubs	(33) 3 gal plants, 18"—24" minimum at installation (depending on species); hedges to be 36"—42" high by thirty-six (36) inches wide hedge or continuous landscape screen with a ninety (90) percent opacity within one (1) year of planting
Container size	3 gal

Figure B



- H. Variations to the landscape requirements of the code may be approved by the Community Development Director or designee, as long as the intent of the PUD and the Landscaping Code are maintained, including consideration of existing fencing on adjacent properties and existing natural vegetative buffers.
- I. 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.

4. SITE ACCESS AND SIGNAGE

- A. Access locations depicted on the Master Development Plan are conceptual and subject to Lake County approval. Actual location and design of the roads shall be determined at the site plan review process and shall include consideration of, and connection to, sidewalks, recreation paths, etc. All other access shall be reviewed for necessity and requirements through Lake County and the City of Leesburg development and permitting processes. Any additional access points shall be subject site plan application review process.
 - 1) The primary vehicular access to the development shall be constructed as a divided boulevard type entrance.
 - 2) The main divided boulevard type vehicular access shall be on CR 48, Lake County Access requirements permitting.
 - 3) A gated emergency access on County Road 48 shall be required to the southwest corner of the parcel.

- 4) Any secondary access point on County Road 48 (excluding emergency access) shall be provided as required based on Lake County Access requirements.
 - 5) A stub-out to the property to the west shall be required, shown on **Exhibit C**, per City of Leesburg Comprehensive Plan interconnectivity requirements. The location of the aforementioned stub-out to the west is conceptual and any changes to its location the conceptual plan may be approved by the Planning & Zoning Director.
 - 6) Offsite road improvements on existing roads adjacent to the property may be required based on finalized access locations. Such improvements may include, but are not limited to, left and right turn lanes, right-of-way dedication, and pavement rehabilitation. Any proposed offsite road improvements must be approved by Lake County Public Works.
 - 7) 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.
 - 8) The Master Development Plan, and the access points proposed thereon, are considered conceptual until the appropriate engineering and site plan reviews, along with any required upgrades are completed for the project.
- B. All access points are subject to review and approval by the appropriate permitting agency, including FDOT, Lake-Sumter Metropolitan Planning Organization, Lake County and the City of Leesburg as applicable. The developer shall be responsible for on and offsite improvements required as a result of any access points. The developer shall be responsible for all on and offsite improvements required as a result of any access points.
- C. The primary access point shall provide a decorative entry feature to include a concrete, brick or stucco wall at least five (5) feet in height, on each side of the entryway. This may be used for signage per City of Leesburg Code of Ordinances, as amended.
- D. Alternative designs for the ground enclosure supports and bases of a monument sign may be approved by the Planning & Zoning Director or designee, where the architectural style would be in keeping with the intent of these sign regulations.

5. **TRANSPORTATION IMPROVEMENTS**

- A. Any transportation improvements or rights-of-way that may be required shall be based on projected needs and shall be contingent upon site plan approval by City staff during the development review and permitting process. The plan review process shall include consideration of sidewalks, recreation paths etc.
- B. A traffic/transportation study shall be submitted prior to site plan approval for review and determination of any necessary access improvements, including any off-site improvements required by Lake County, the Lake-Sumter MPO or the City of Leesburg. Said improvements will be the responsibility of the Permittee.

- C. The Permittee shall provide necessary traffic improvements within and adjacent to the development as required by Lake County, the Lake-Sumter MPO and City of Leesburg.
- D. All roads within the development shall be designed and constructed to meet the City of Leesburg requirements.
- E. The Permittee shall be responsible for obtaining all necessary Lake County permits and a copy of all permits shall be provided to the City of Leesburg.
- F. The City of Leesburg will not be responsible for the maintenance or repair of any of the roads or transportation improvements. The Permittee shall establish an appropriate legal entity that will be responsible to pay the cost and perform the services to maintain the roads and transportation improvements. Should the Permittee desire to dedicate the proposed project's internal road system to the City of Leesburg; the City, at its discretion, may accept or not accept the road system. Prior to acceptance, the Permittee shall demonstrate to the City that the road system is in suitable condition and meets City of Leesburg requirements. As a condition of accepting the roadway 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 and may require bonds or other financial assurance of maintenance for some period of time.
- G. Sidewalks shall be provided on both sides of the boulevard entrance road and shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall be of sufficient width to contain sidewalks on both sides of the road. All sidewalks shall be constructed in accordance with City of Leesburg Codes.

9. **UTILITIES**

Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Water, wastewater and natural gas services will be provided by the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

- A. A detailed site plan that indicates all the provisions for electric, water, sewer, and/or natural gas in accordance with the City of Leesburg Land Development Codes.
- B. Developer shall bear all responsibility, financial and otherwise, for the construction and installation of all utility infrastructure and other improvements related to the use and development of the property, including such off-site improvements required by the City and all other appropriate government agencies. All such requirements shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.
- C. The City of Leesburg intends to service the property with water and wastewater services at this time. At the time of connection, all regulations in place at the time of the request shall be required, including but not limited to impact fees, connection and utility service deposit charges. The cost of supplying water and wastewater lines

and other necessary infrastructure such as lift stations to the development shall be the responsibility of the applicant.

10. STORMWATER/DRAINAGE MANAGEMENT

All drainage shall be designed and constructed in a manner to meet all State of Florida and City of Leesburg codes, including the requirement that all stormwater runoff is contained within the boundaries of the properties, and does not create a detriment to surrounding properties. Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

- A. A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.
- B. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.
- C. A responsible legal entity for the maintenance of the stormwater management system on the plat prior to the approval of the final plat of record. A homeowner's association is an acceptable maintenance entity.
- D. The existing 100-year flood plain shown shall be shown on all plans and lots.
- E. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and /or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.
- F. A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District shall be provided to the City during the site plan review process.
- G. Should the Permittee desire to dedicate the proposed project's stormwater management system to the City of Leesburg; the City, at its discretion, may accept or not accept the stormwater management system. Prior to acceptance, the Permittee shall demonstrate to the City the stormwater management system is in a suitable condition and meets City of Leesburg and St. Johns River Water Management District requirements. As a condition of accepting the system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project.

11. WETLANDS, FLOOD ZONES & WILDLIFE

- A. All wetlands on the project site shall be identified by a jurisdictional wetland boundary line, and the location and extent of each wetland shall be determined by the Department of Environmental Protection, St. Johns River Water Management District and/or U.S. Army Corp of Engineers. Each wetland shall be placed on a

suitable map, signed and sealed by a surveyor registered to practice in Florida and shall be submitted as part of the site plan application process.

- B. To the extent practicable, wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, the St. Johns River Water Management District or another legal entity such as a homeowners 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 homeowners 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. There are currently FEMA flood zones located throughout the parcel. Through the site plan review process, the developer shall coordinate with the City of Leesburg, Lake County and all impacted government agencies regarding elevation determinations, compensatory storage and overall design of the subdivision within and near flood hazard boundary areas, to ensure compliance with all regulations.

12. IRRIGATION & WATER USAGE

- A. All landscaped areas shall be irrigated and designed to meet Section 25-337, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.
- B. The use of St. Augustine grass, or other varieties of grass which require significant amounts of water are prohibited. The use of Bahia, Bermuda, Zoysia or other grasses which are more drought tolerant are permitted.

13. RECREATIONAL REQUIREMENTS

- A. Recreational development provided on the site may include active and passive uses, as well as enclosed or unenclosed recreational space, devoted to the joint use of the residents. Such recreational space shall consist of not less than 200 square feet of space per dwelling unit (50,600 square feet), or 1.16 total acres, whichever is greater.
- B. Recreational requirements shall include at least one primary active recreation area, to include a swimming pool and cabana with onsite parking and at least one fenced children's playground or tot lot.
 - a. The primary recreational facility shall be constructed in conjunction with and completed no later than the completion of the first 150 residential units.
 - b. The fenced children's playground or tot lot shall not be located adjacent to County Road 48 or an exterior access roadway.
- C. Retention parks shall be included in the design of the subdivision and shall be designed such that park areas, which may consist of dry retention areas, may be used as open fields, playgrounds or trails, as shown on the attached **Conceptual Site Plan, Exhibit C**.
 - a. An ADA (Americans with Disabilities Act) compliant trail shall be constructed around the dry retention/flood compensation park. This trail shall be headed by an amenity center, as seen on **Exhibit C, Conceptual Site Plan**.
- D. Other recreation areas may include such uses as outdoor cooking facilities such as grills, outdoor exercise equipment, youth playgrounds, tot lots, trail/boardwalk overlooks, gazebos, play courts, dog parks, or other similar uses which will meet the intent of this document.

14. MAINTENANCE

- A. With the exception of any public utilities, maintenance of all site improvements, including but not limited to roadways, drives, internal sidewalks, landscaping and drainage shall be the responsibility of the property owner. A homeowners association shall serve as an appropriate entity for all common properties within the development.

15. DEVELOPMENT PHASING & IMPLEMENTATION

- A. The proposed project may be constructed in phases in accordance with the Planned Unit Development Conditions and Conceptual Plan. Changes to the development conditions or conceptual plan, other than those conditions described in this agreement, shall be revised in accordance with the Planned Development review process, City of Leesburg Code of Ordinances.
- B. As part of the overall development review 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.
- C. Upon approval of this PUD by the City Commission, a development permit or building permit application must be submitted with the City for work related to one or more phases of the PUD within four (4) years of this approval becoming final with no appeal pending or the PUD will automatically expire, unless otherwise lawfully extended by the City or Section 252.363, Florida Statutes. In the event the PUD expires, the Property shall be governed by the zoning regulations applicable to the RE-1 (Estate Density Residential) zoning district.

16. MISCELLANEOUS CONDITIONS

- A. The uses of the proposed project shall only be those uses identified in the approved Planned Unit Development Conditions. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.
- B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.
- C. Construction and operation of the proposed use(s) shall at all times comply with the Planned Unit Development conditions set forth herein, and with all City and other governmental agencies rules and regulations.
- D. The transfer of ownership or lease of any or all of the property described in this PUD Agreement shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.
- E. These PUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition as set forth herein.

17. **LEVELS OF SERVICE**

A. Levels of Service

- 1) As submitted, the development resulting from the proposed zoning change may result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to water, wastewater, roads, drainage, and solid waste. However, no final development order (site plan and building permits) shall be granted for proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.

B. Utilities

1) Projected Capacities

- a. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.
- b. If the development requires construction of new distribution or collection lines, the developer 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.

2) Commitment of Capacity

- a. There are no previous commitments of any existing or planned excess capacity for this property.

3) Ability to Provide Services

- a. At this time, the City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.
- b. Future development within the City of Leesburg utility service areas may impact the provision of utility services.

EXHIBIT B**LEGAL DESCRIPTION**

THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 14, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LESS THE NORTH 33 FEET THEREOF AND LESS SR 48 RIGHT OF WAY, LAKE COUNTY, FLORIDA.

CONCEPTUAL SITE PLAN

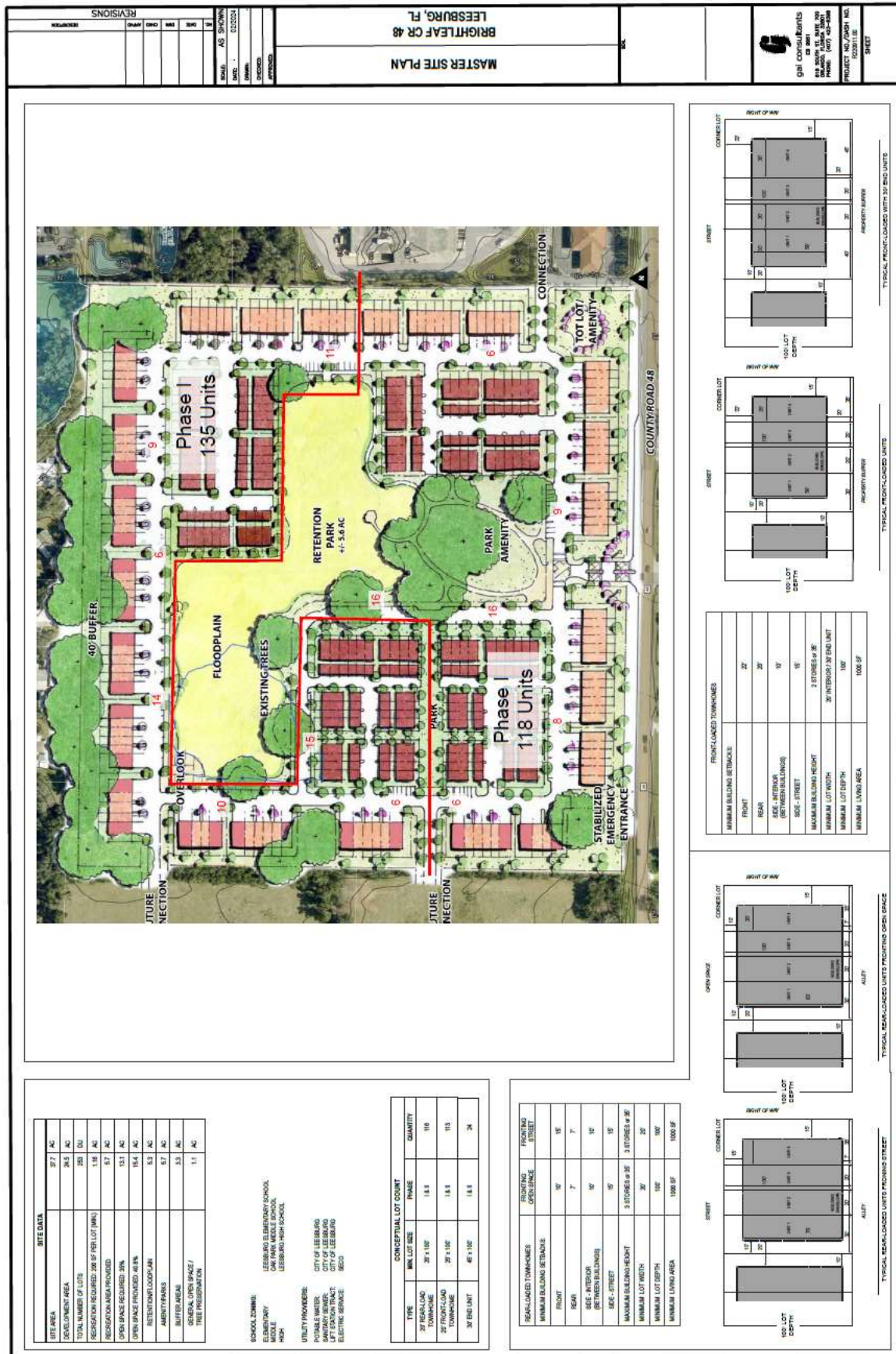


EXHIBIT D

CONCEPTUAL ELEVATIONS

Front-loaded Townhomes



Rear-loaded Townhomes

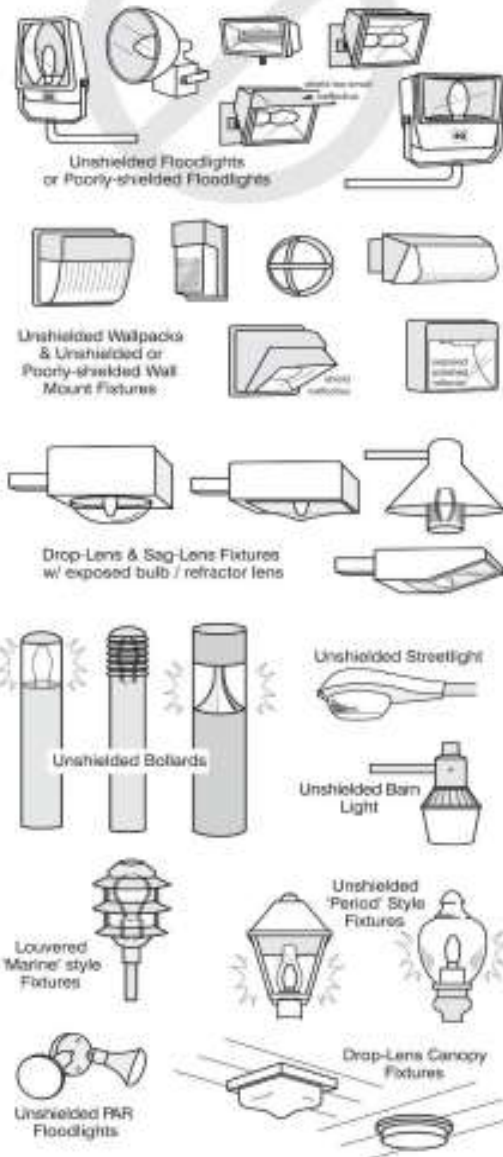


TYPICAL DARK SKY LIGHTING FIXTURES

Examples of Acceptable / Unacceptable Lighting Fixtures

Unacceptable / Discouraged

Fixtures that produce glare and light trespass



Acceptable

Fixtures that shield the light source to minimize glare and light trespass and to facilitate better vision at night



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EXHIBIT F

ACCEPTABLE FENCE SAMPLES



Figure A - Aluminum rail fence with brick-style monuments
Example Source Courtesy of Byron Fence
<https://www.byronfence.com/commercial-fence>



Figure B - Aluminum rail fence with stone-style monuments
Example Source Courtesy of Decoratedlife.com
<https://decoratedlife.com/stunning-aluminum-fence-ideas/>



Figure C - Aluminum rail fence
Example Source Courtesy of Vinyl Fence.com
<https://www.buydirectvinylfence.com/5-tall-flat-top-3-rail-aluminum-fence.html>

EXHIBIT G

DIVIDED BOULEVARD EXAMPLE AND PLANTINGS

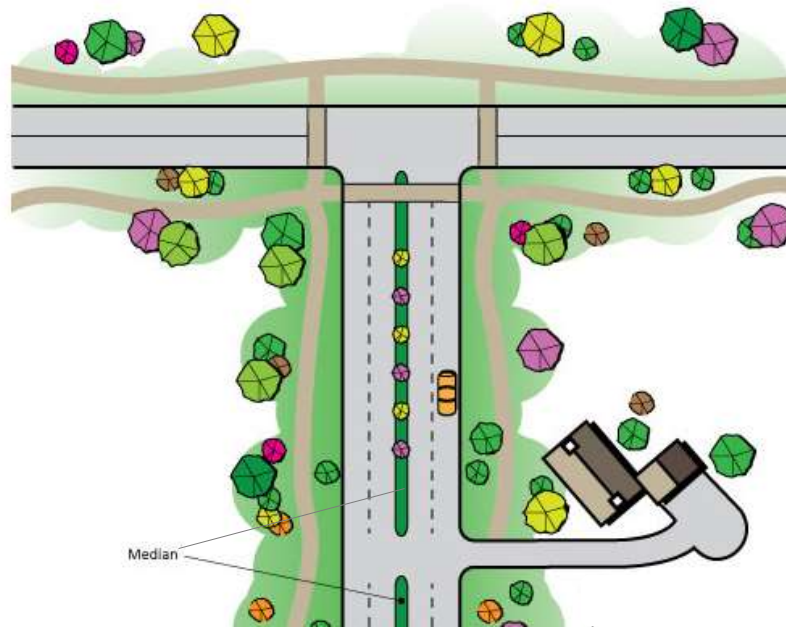


Figure 1 – Divided Boulevard Concept

Example Source Courtesy of Chester County Government

<https://www.chescoplanning.org/municorner/MultiModal/17-Boulevard.cfm>



Figure 2 – Planted Divided Boulevard

Example Source Courtesy of District Works

<https://districtworks.city/landscaping-and-groundskeeping/>



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

Brightleaf CR 48 Residential – County Road 48, Leesburg, FL 34748, west of US Highway 27
PUD-23-484
AK#: 2546018
Legal Description Taken from Submitted Boundary Survey
Friday, May 24, 2024

Legal Description

AK#: 2546018

THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 14, TOWNSHIP 20 SOUTH,
RANGE 24 EAST, LESS THE NORTH 33 FEET THEREOF AND LESS SR 48 RIGHT OF
WAY, LAKE COUNTY, FLORIDA.



CITY OF LEESBURG PLANNING & ZONING DIVISION RECOMMENDATIONS

DATE: May 23, 2024
OWNER: David & Beverly Ohnstad
PETITIONER: Sean Myers, Brightleaf Properties
PROJECT: Brightleaf CR 48
REQUEST: Rezone from PUD (Planned Unit Development) and C-3 (Highway Commercial) to PUD (Planned Unit Development) to allow attached single-family development.
CASE NO.: PUD-23-484

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of the request **for the following reason(s):**

1. The proposed request for a PUD (Planned Unit Development) zoning is compatible with the current surrounding zoning districts, including Lake County RMRP (Mobile Home Rental Park District), R-7 (Mixed Residential District), A (Agriculture); City of Leesburg CIP (Commercial/Industrial Planned), and C-3 (Highway Commercial).
2. There is no change proposed to the existing future land use designations of City Low Density Residential and General Commercial, which are compatible with proposed zoning and the current surrounding Future Land Use designations, including Lake County Urban Medium Density, Regional Commercial; City of Leesburg General Commercial, and Industrial.
3. The site is located near existing City utilities near County Road 48, including upcoming City utility improvements (lift station).
4. The proposed request does not appear to create a detriment to surrounding properties, based on the location and proximity to compatible development.

Action Requested:

1. Vote to approve the proposed rezoning from PUD (Planned Unit Development) and C-3 (Highway Commercial) to PUD (Planned Unit Development), and forward this recommendation to the City Commission for consideration.

**CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY**

DATE: May 23, 2024
OWNER: David & Beverly Ohnstad
PETITIONER: Sean Myers, Brightleaf Properties
PROJECT: CR 48 Brightleaf Residential
REQUEST: Rezone from PUD (Planned Unit Development) and C-3 (Highway Commercial) to PUD (Planned Unit Development) to allow attached single-family development.
CASE NO.: PUD-23-484

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 5/17/2024.

FIRE

No comments received as of 5/17/2024.

ELECTRIC

This is outside Leesburg Electric Service territory. No objections. – Steve Davis, 5/2/2024.

GAS

Gas Department – No Comment or Concerns. - Wayne Williams, 5/1/2024.

GIS

GIS has no comments. – Nicholas Tota, 5/1/2024.

BUILDING

No comments received as of 5/17/2024.

PUBLIC WORKS

Public Works has no issues with this item. – Cliff Kelsey, 5/2/2024

ADDRESSING

No comments received as of 5/17/2024.

HOUSING & REDEVELOPMENT

No comments received as of 5/17/2024.

LAKE COUNTY PUBLIC WORKS

No comments received as of 5/17/2024.

LAKE COUNTY SCHOOLS

See attached Adequate Public Facilities Determination.

PUBLIC RESPONSES

Approval

Disapproval

2

No comment

Notice of Appearance filed:

1

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

1. “Our main concern is the increase in traffic which affects our ability to leave & return to our home. At the moment, the intersection & the entrance to Pelican Isle is dangerous at the best of times during the daylight hours & more so at night with inadequate lighting. People seem to use the service road which starts at 48 running parallel to 27 across Publix, Ace Hardware, Dollar General, Oakwood to the Advance Auto with no heed to stop signs, other vehicles, bikes & pedestrians. We have witnessed a 3 car pileup by Perkins before sunrise when they were only 3 other cars on the road other than ours. There have been numerous accidents at the 27/48 intersection with injuries & fatalities. In the last 16-17 years we have noticed a spiraling increase in volume & problems with the traffic. We understand that progress is important, but the area cannot accommodate all the volume of people, traffic & noise that is connected with this fast moving development. We’re well aware of the Villages expansion in our area & similar smaller developments but the infrastructure is inadequate to support the growth. Our neighbors are apprehensive when they have to leave their home for fear of being run over. Highway 27 is so backed up at times that a 20 minute drive to the turnpike can take an hour. The roads cannot accommodate the influx of people in their cars & trucks. This problem is only getting worse. As it stands now, the area is not capable of safely sustaining this growth without major restructuring, not the band aid approach we are seeing now. These are some of our concerns in regards to any new developments in our area.” – Nicholas Cutts & Mary Bertucci, 5/15/2024.
2. “We are very concerned about the increase of permanent noise levels that will result in the development of this property. What is the plan for a conservation space on the north end of the property to provide a green space behind the properties located on South Pelican Isle Drive? Where is the water supply coming from? What are the north property setbacks?” – Lynn Eutzter Hensley, 5/17/2024.



Superintendent:
Diane S. Kornegay, M.Ed.

School Board Members:
District 1
Bill Mathias
District 2
Tyler Brandenburg
District 3
Marc Dodd
District 4
Mollie Cunningham
District 5
Stephanie Luke

201 West Burleigh Boulevard • Tavares • FL 32778-2496
(352) 253-6500 • Fax: (352) 253-6503 • www.lake.k12.fl.us

April 4, 2024

Andrew McCown
618 E South St, Suite 700
Orlando, FL 32801

RE: Brightleaf – CR 48 – City of Leesburg
Adequate Public Facilities Determination (LCS APF04-2024)
Alt Keys: 2546018 (W of US Hwy 27, N of CR 48)

Dear Mr. McCown:

The School District has reviewed the above-referenced development project information proposing 253 single-family attached (townhome-style) dwelling units on approximately 37.7 acres. The subject property is located west of US Highway 27 and north of County Road 48.

The proposed development has the potential to generate approximately 79 students (35 elementary, 18 middle, and 25 high school students) for the Lake County School system. Based on current school attendance zones, the schools impacted by the proposed residential project and their projected capacities are as follows:

- | | |
|------------------------------|---------------|
| • Leesburg Elementary School | 118% Capacity |
| • Oak Park Middle School | 91% Capacity |
| • Leesburg High School | 91% Capacity |

Currently, the district's Five-Year Capital Plan does include funding for a replacement Fruitland Park Elementary School, which is planned to open in the second semester of the 2024-2025 school year, as well as renovations to Beverly Shores Elementary School, which should be completed in 2026. These projects should provide enrollment relief at the elementary school level. The District is aware of the residential growth in this area and will continue to monitor the residential development to determine the need and timing of capacity relief projects in the future.

Please be advised that the information contained in this letter **does not** constitute a school concurrency review. The capacities referenced above do not include current valid capacity reservations. Proportionate share mitigation may be required at time of school concurrency review.

Should you have any questions or need additional information please contact me at (352) 253-6696 or by email at croneyh@lake.k12.fl.us.

Sincerely,

Heather Croney
Senior Planner
Growth Planning Department

Encl: Adequate Public Facilities Analysis

"Equal Opportunity in Education and Employment"



Lake County Schools
Adequate Public Facilities Determination

REVIEWING AUTHORITY	Lake County Schools					LCS APF04-2024
PROJECT NAME/CASE#	Brightleaf - CR 48 in Leesburg					
ITEM DESCRIPTION	253 single family residential dwelling units (townhomes) on 37.7 acres					
LOCATION	W of Hwy 27, N of CR 48, in Leesburg City limits					
AK's	2546018					
	SF-DU	MF-DU	MH-DU	SF Impacts	MF Impacts	
NEW DU IMPACT (units)				253		
STUDENT GENERATION	0.312	0.268	0.170	79	0	
Elementary School	0.140	0.145	0.087	35	0	
Middle School	0.072	0.059	0.041	18	0	
High School	0.100	0.064	0.042	25	0	
*Students generated may differ from distribution percentages due to rounding						
CSA #11						
	Enrollment 2023-2024	Permanent Capacity*	Projected Capacity %	Student Enrollment w/ Impact	% of Perm. Capacity w/ Impact	Planned Capacity Project
Assigned Schools:						
Leesburg Elementary	878	741	118%	913	123%	No
Oak Park Middle	561	618	91%	579	94%	No
Leesburg High	1,783	1,963	91%	1,808	92%	No
<i>Lake County School District Five-Year Plan, Fiscal Year 2023/2028</i>						
Comments:	Sidewalks and pedestrian access were not reviewed.					
Please note that this is NOT a School Concurrency capacity reservation.						
*Permanent capacity does not include relocatables/portables.						
This review does <i>not</i> include already reserved capacities.						
Prepared by: Heather Croney Lake County Schools Growth Planning Dept.				Issue Date: revised		4/4/2024



MEMORANDUM

PROJECT: TRANSPORTATION FACILITIES ANALYSIS

CASE: CR 48 Brightleaf Residential

TO: Delivered via email:
Charlotte Davidson, PE, PTP
E: CharlotteD@trafficmobility.com
Andrew McCown, AICP
E: A.McCown@gaiconsultants.com
Michael Woods, Executive Director, Lake~Sumter MPO
E: mwoods@lakesumtermo.com
City of Leesburg Public Works
E: John.Borrow@leesburgflorida.gov
E: Tracy.Bronson@leesburgflorida.gov
Lake County Public Works
Seth.Lynch@lakecountycl.gov

FROM: Max Van Allen, Planner, City of Leesburg

THROUGH: Dan Miller, Director, Planning and Zoning, City of Leesburg

DATE: May 16, 2024

STATUS: **APPROVED** Transportation Facilities Analysis

The traffic impact analysis (TIA) has been reviewed by the City of Leesburg's traffic consultant and on May 16, 2024 the TIA received a recommendation for approval.

**CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY**

DATE: May 23, 2024

OWNER: David & Beverly Ohnstad

PETITIONER: Sean Myers, Brightleaf Properties

PROJECT: Brightleaf CR 48

REQUEST: Rezone from PUD (Planned Unit Development) and C-3 (Highway Commercial) to PUD (Planned Unit Development) to allow attached single-family development.

CASE NO.: PUD-23-484

GENERAL LOCATION: North of County Road 48 and west of US Highway 27.

FUTURE LAND USE DESIGNATION: Low Density Residential and General Commercial.

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Lake County Urban Medium Density
South – Lake County Urban Medium Density; City of Leesburg General Commercial, Industrial
East – City of Leesburg General Commercial
West – Lake County Regional Commercial

PROPOSED FUTURE LAND USE DESIGNATION: No change proposed.

EXISTING ZONING DESIGNATION: PUD (Planned Unit Development) and C-3 (Highway Commercial).

SURROUNDING ZONING DESIGNATIONS:

North – Lake County RMRP (Mobile Home Rental Park District)
South – Lake County R-7 (Mixed Residential District); City of Leesburg CIP (Commercial/Industrial Planned), C-3 (Highway Commercial)
East – City of Leesburg C-3 (Highway Commercial)
West – Lake County A (Agriculture)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

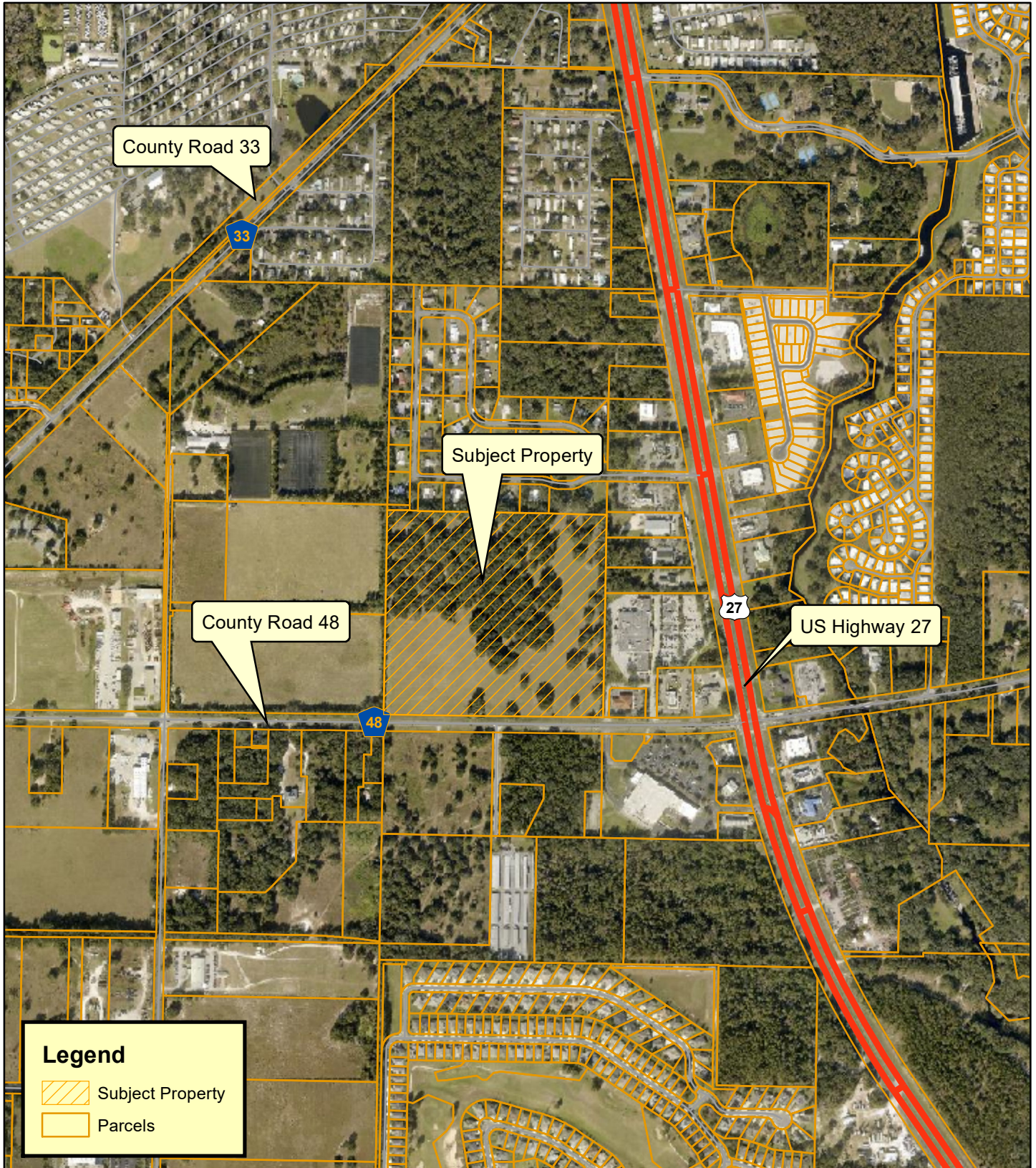
EXISTING LAND USE: Vacant, pasture improved hay average.

SURROUNDING LAND USE:

North – Residential
South – Vacant Commercial, Vacant Industrial, Vacant Residential, Commercial
East – Commercial, Medical, Bank
West – Residential, Pasture Improved Hay Average, Landscape Nursery

PROPOSED LAND USE: 253 single-family attached (townhome) units and associated uses.

Locator



**Planning
& Zoning
Division**



0 180 360 540 720
Feet

CR 48 Brightleaf Residential
PUD-23-484
County Road 48, Leesburg, FL 34748
AK #: 2546018
Section 14, Township 20 South, Range 24 East
April 24, 2024

Aerial

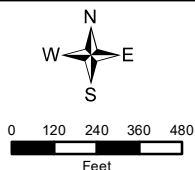


Legend

-  Subject Property
-  Parcels

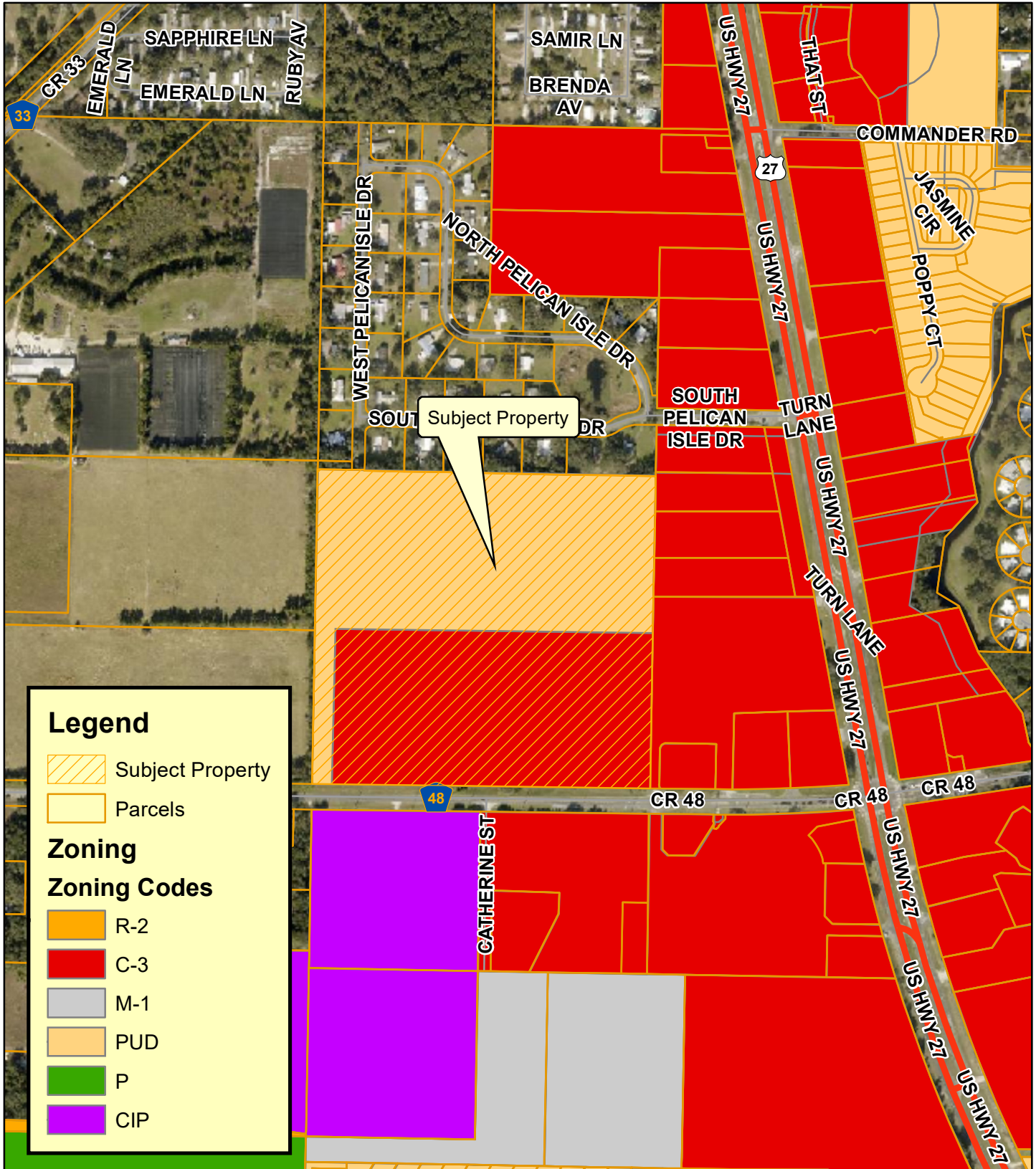


**Planning
& Zoning
Division**

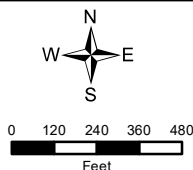


CR 48 Brightleaf Residential
PUD-23-484
County Road 48, Leesburg, FL 34748
AK #: 2546018
Section 14, Township 20 South, Range 24 East
April 24, 2024

Zoning

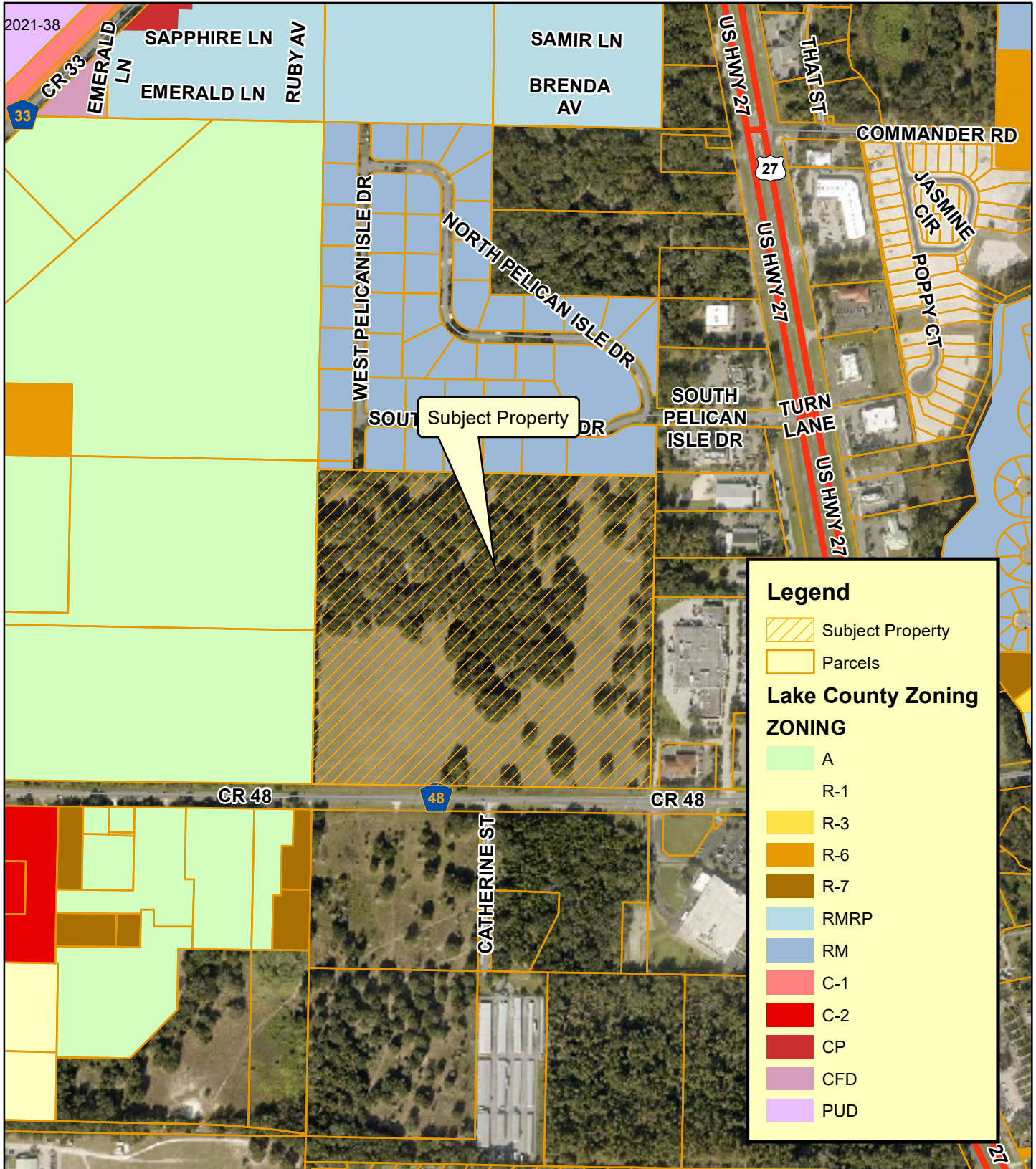


**Planning
& Zoning
Division**

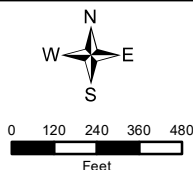


CR 48 Brightleaf Residential
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Lake County Zoning

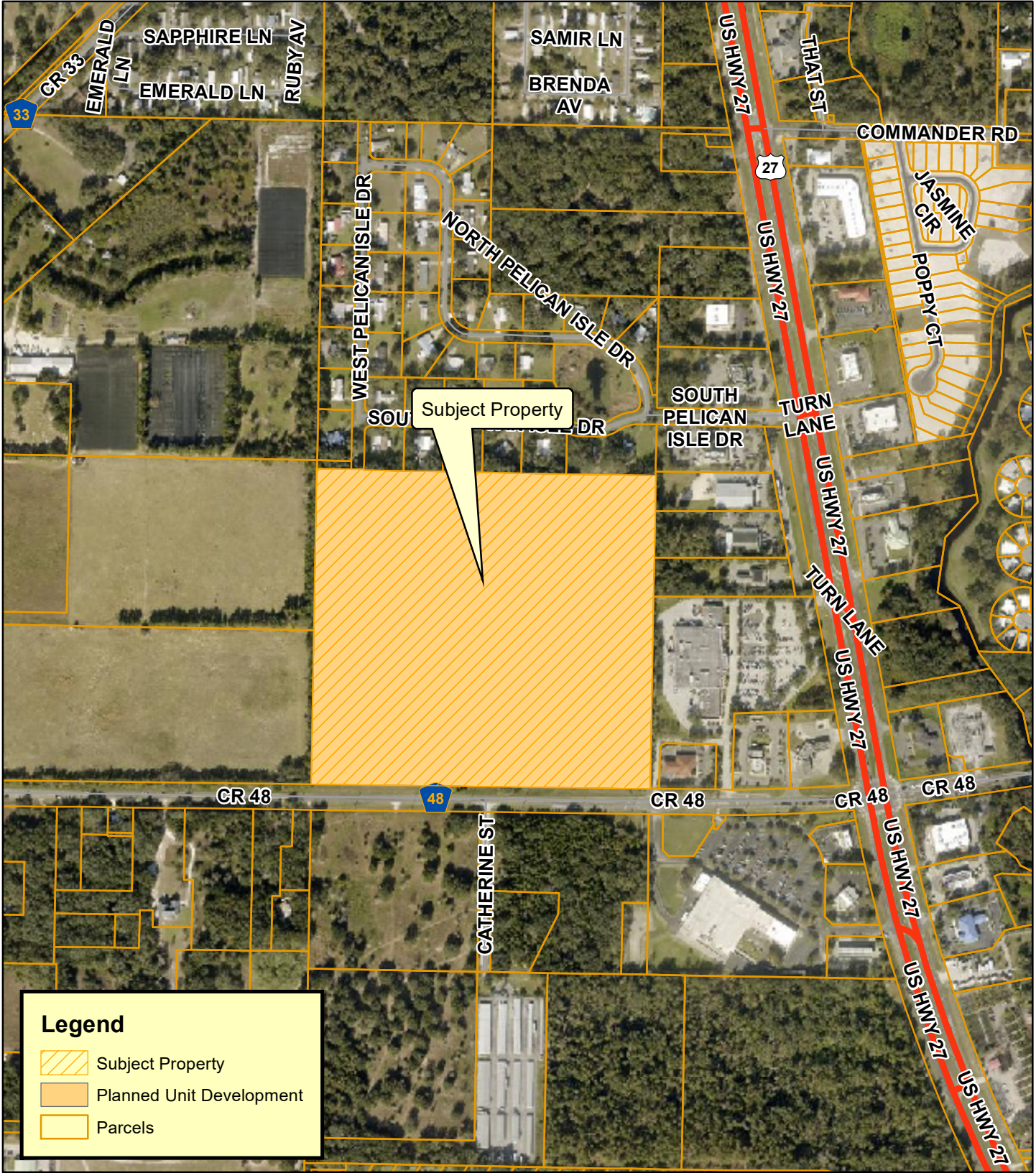


**Planning
& Zoning
Division**

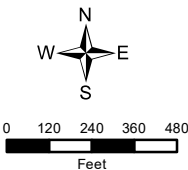


CR 48 Brightleaf Residential
PUD-23-484
County Road 48, Leesburg, FL 34748
AK #: 2546018
Section 14, Township 20 South, Range 24 East
April 24, 2024

Proposed Zoning

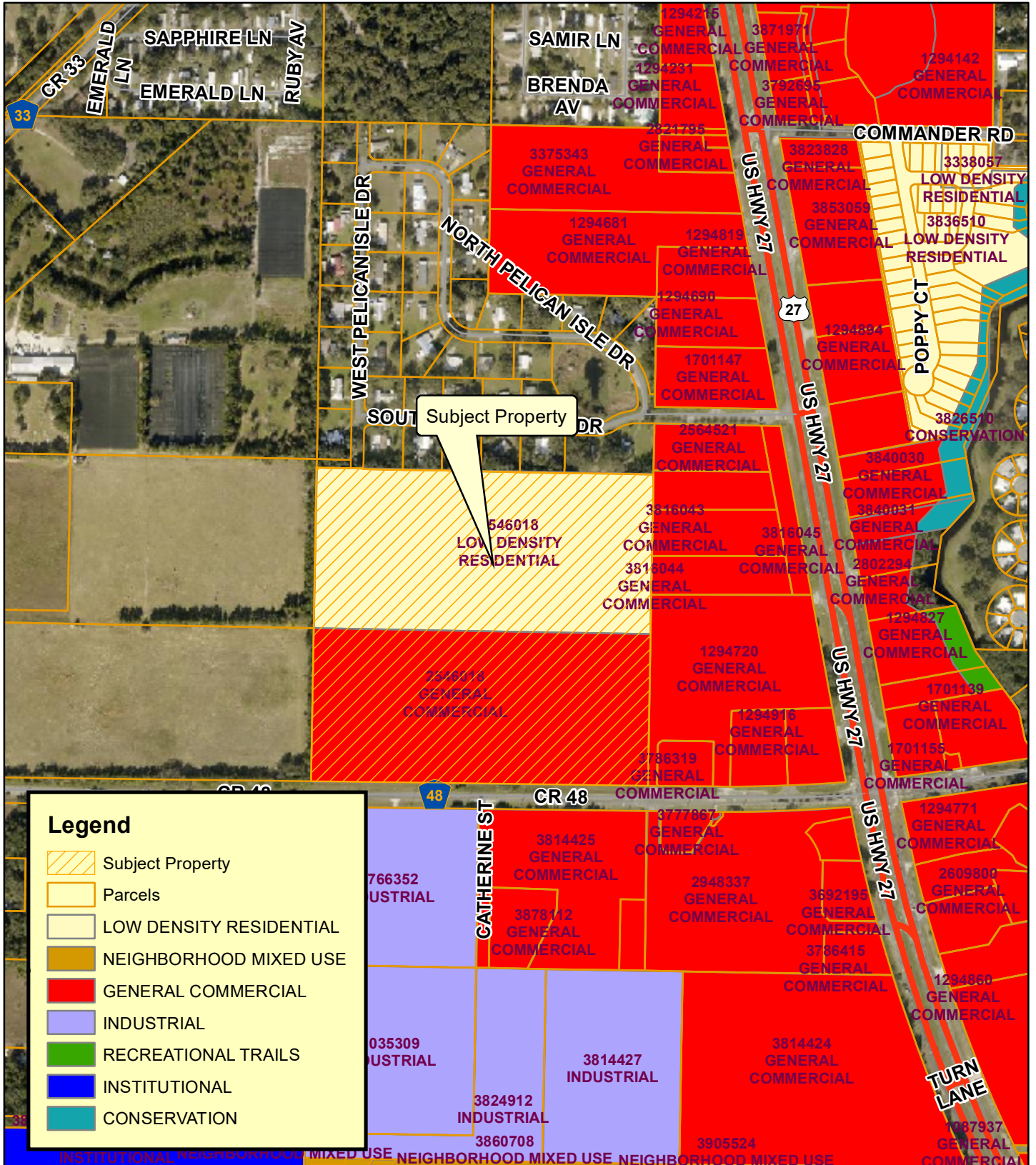


**Planning
& Zoning
Division**

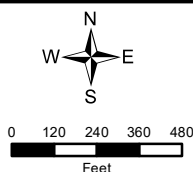


CR 48 Brightleaf Residential
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County Road 48, Leesburg, FL 34748
AK #: 2546018
Section 14, Township 20 South, Range 24 East
April 24, 2024

Future Land Use

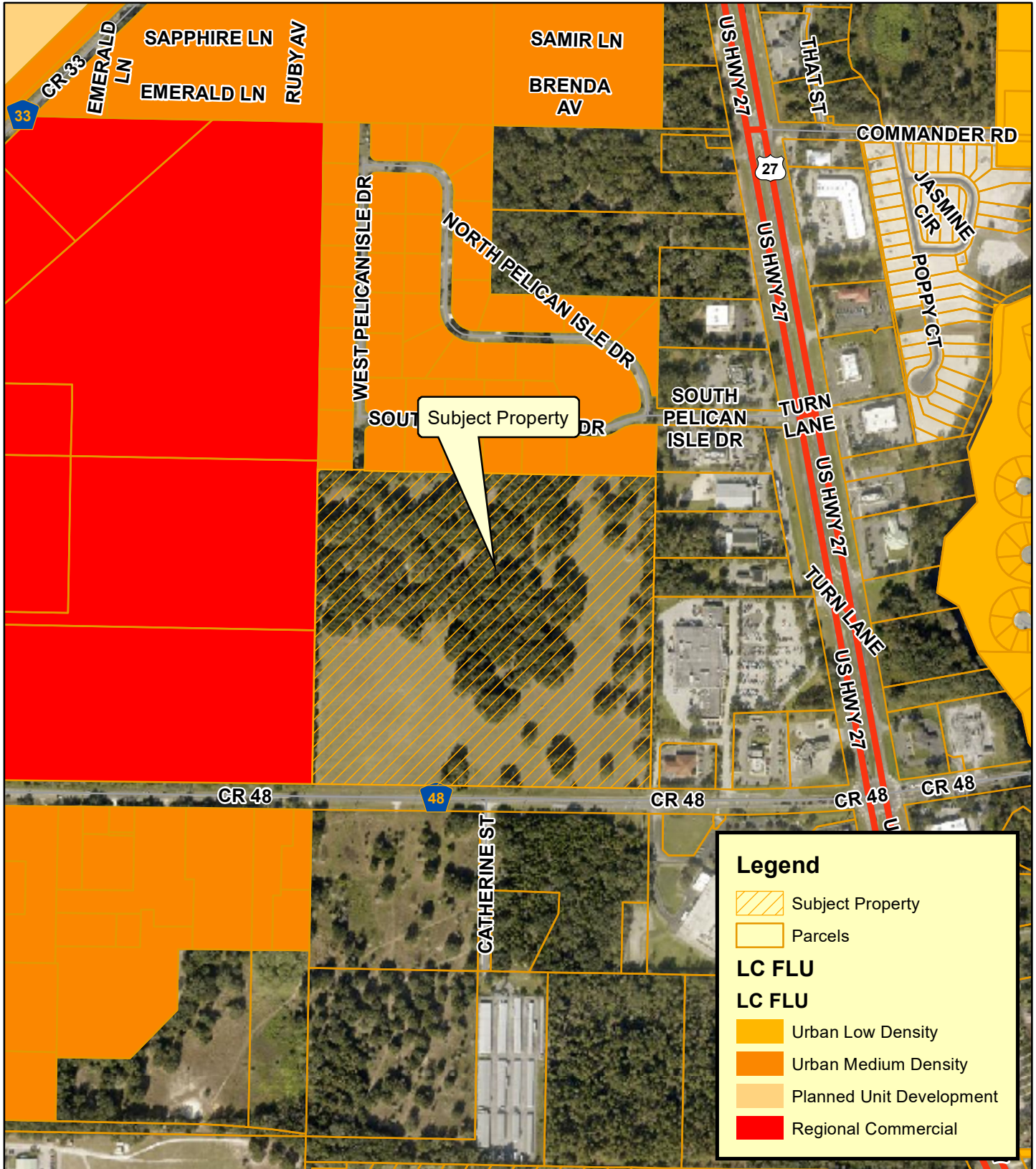


**Planning
& Zoning
Division**

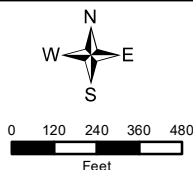


CR 48 Brightleaf Residential
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County Road 48, Leesburg, FL 34748
AK #: 2546018
Section 14, Township 20 South, Range 24 East
April 24, 2024

Lake County Future Land Use

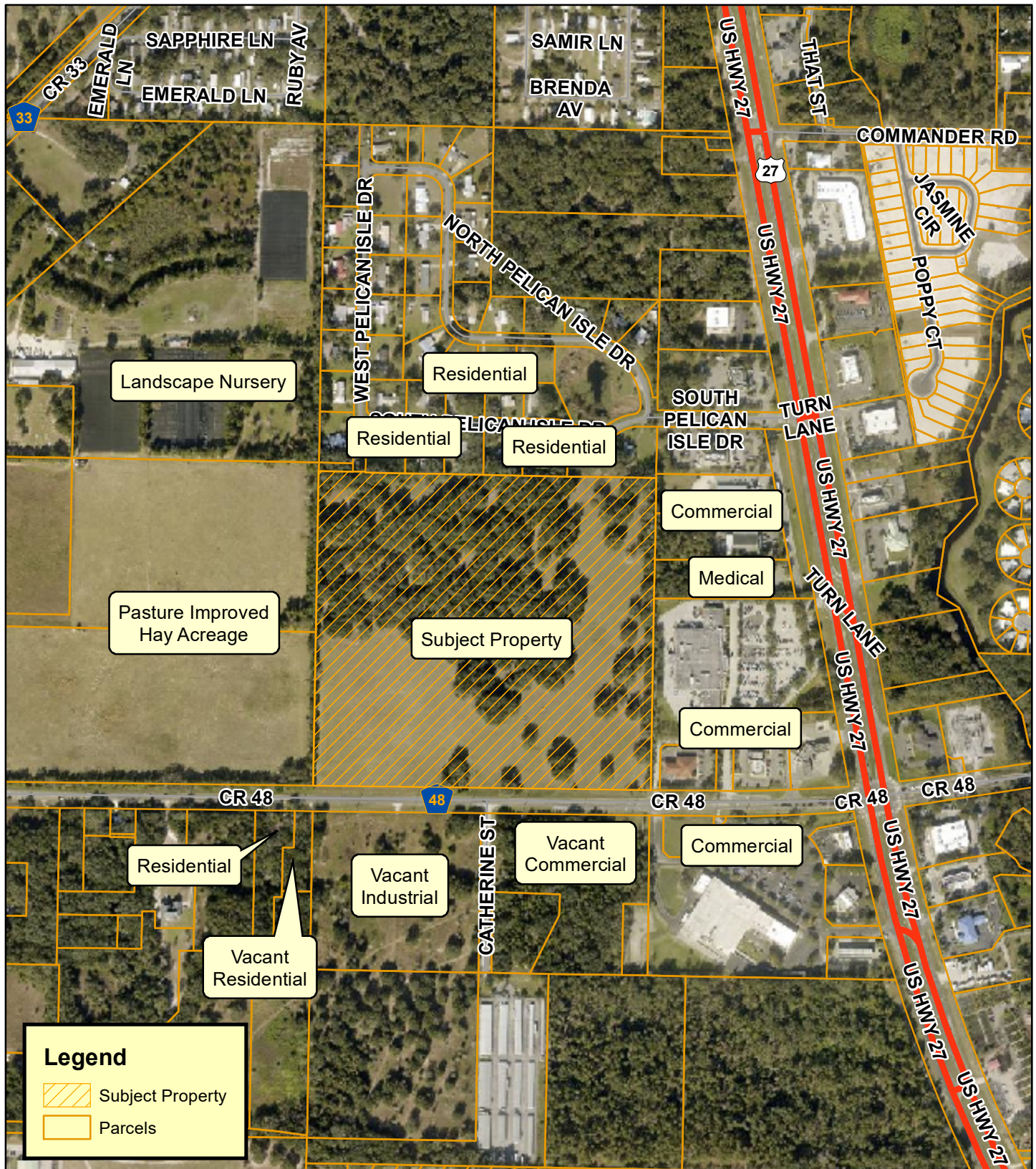


**Planning
& Zoning
Division**

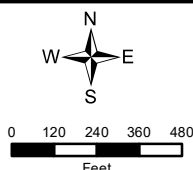


CR 48 Brightleaf Residential
PUD-23-484
County Road 48, Leesburg, FL 34748
AK #: 2546018
Section 14, Township 20 South, Range 24 East
April 24, 2024

Surrounding Land Uses

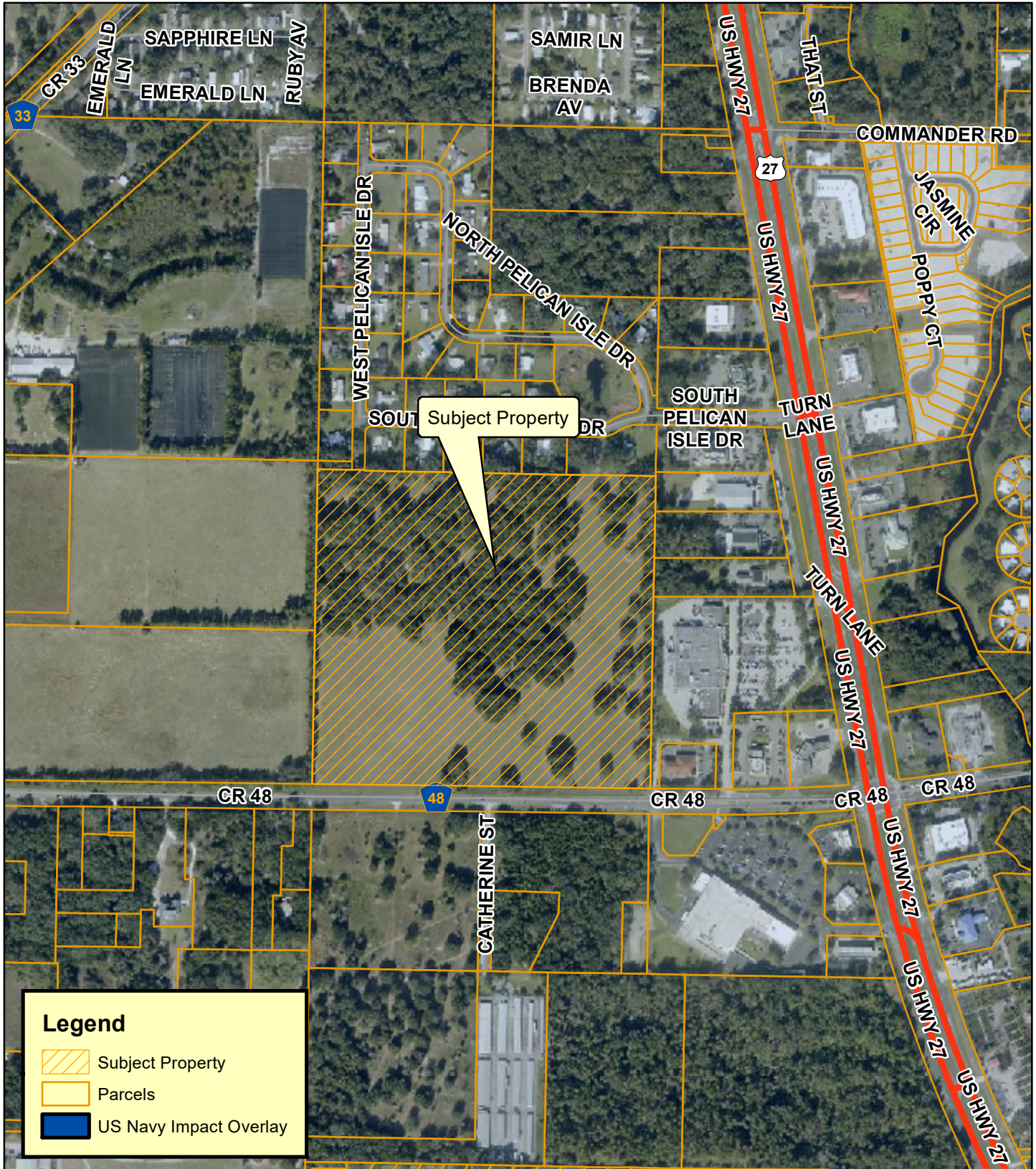


**Planning
& Zoning
Division**

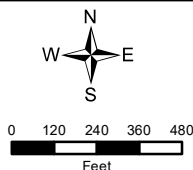


CR 48 Brightleaf Residential
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US Navy Impact Overlay

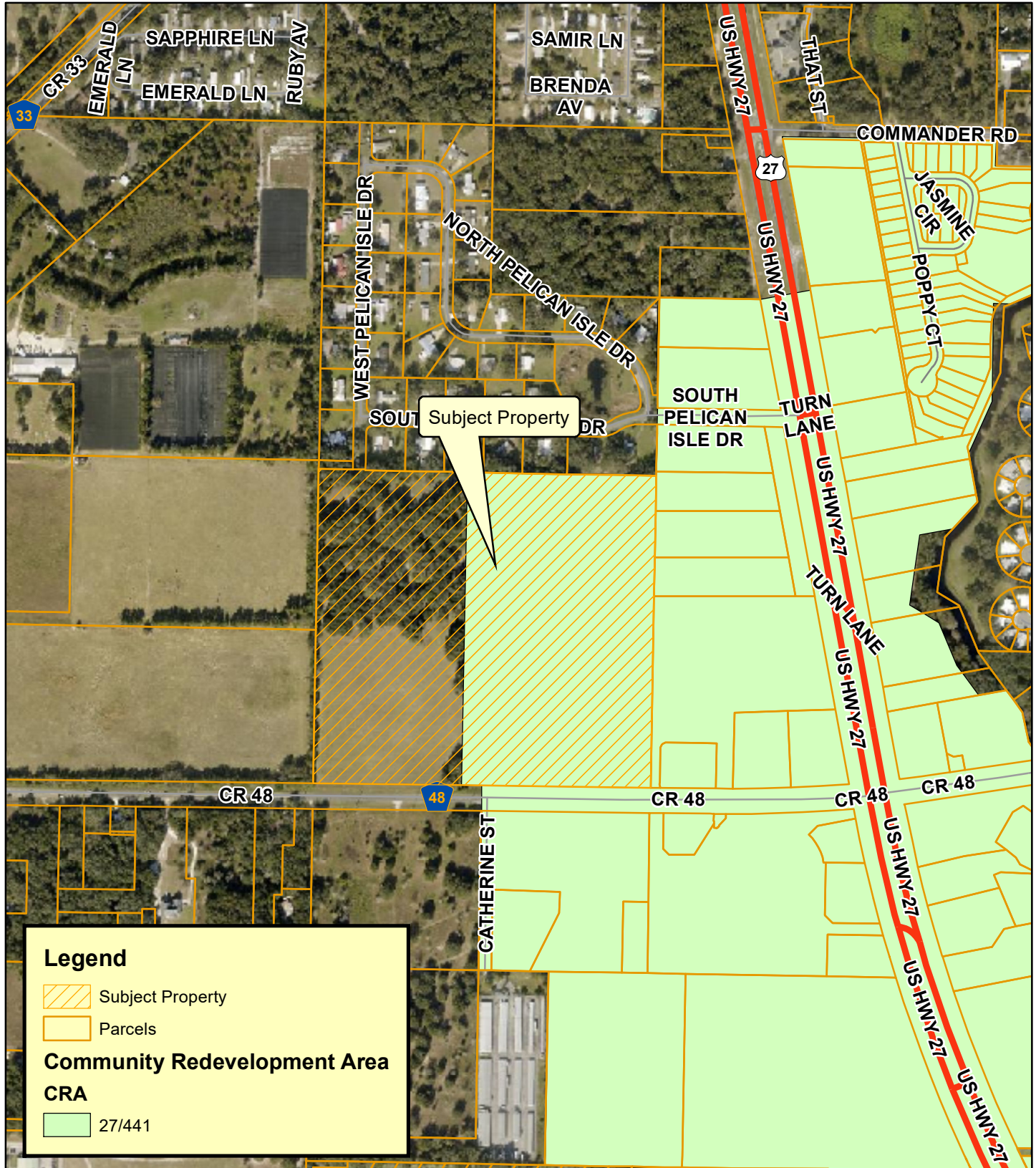


**Planning
& Zoning
Division**

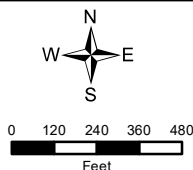


CR 48 Brightleaf Residential
PUD-23-484
County Road 48, Leesburg, FL 34748
AK #: 2546018
Section 14, Township 20 South, Range 24 East
April 24, 2024

Community Redevelopment Area

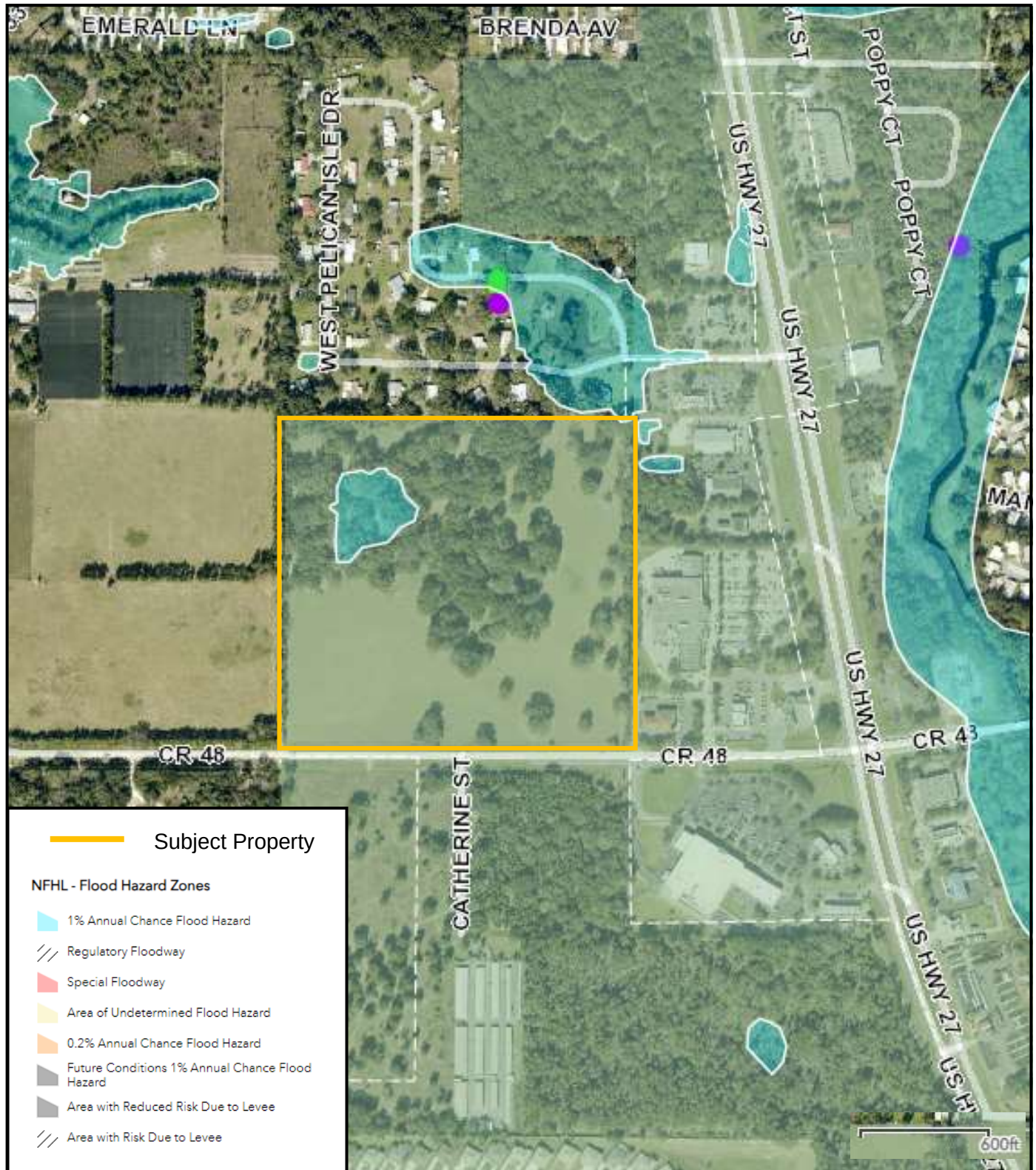


**Planning
& Zoning
Division**



CR 48 Brightleaf Residential
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County Road 48, Leesburg, FL 34748
AK #: 2546018
Section 14, Township 20 South, Range 24 East
April 24, 2024

Flood Zone



**Planning
& Zoning
Division**

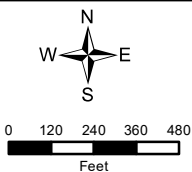


CR 48 Brightleaf Residential
PUD-23-484
County Road 48, Leesburg, FL 34748
AK #: 2546018
Section 14, Township 20 South, Range 24 East
April 24, 2024

Wetlands



Planning & Zoning Division

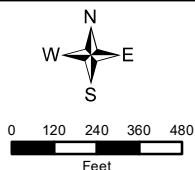


CR 48 Brightleaf Residential
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AK #: 2546018
Section 14, Township 20 South, Range 24 East
April 24, 2024

Commission District



**Planning
& Zoning
Division**



CR 48 Brightleaf Residential
PUD-23-484
County Road 48, Leesburg, FL 34748
AK #: 2546018
Section 14, Township 20 South, Range 24 East
April 24, 2024



Close up of Sign on Property from County Road 48.



Looking north from County Road 48.



Looking east along County Road 48.



Looking south across County Road 48.



Looking west along County Road 48.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.6.

Meeting Date: July 22, 2024

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, establishing the Grace Key Groves Community Development District pursuant to Chapter 190, Florida Statutes; providing for authority and power of the district; providing for the Board of Supervisors of the District; providing for the District budget; providing for functions of the district; providing for miscellaneous provisions; and providing an effective date. (Grace Key Groves CDD)

Staff Recommendation:

Staff recommends approval of the request by Kolter Group Acquisitions, LLC, to create the Community Development District (CDD) known as the Grace Key Groves CDD.

Analysis:

This item is a request from Kolter Group Acquisitions, LLC, (*Jere Earlywine, Kutak Rock, 107 W College Avenue, Tallahassee, Florida 32301, Agent*) to create a Community Development District known as the Grace Key Groves CDD, to consist of 717.86 plus or minus acres, being generally located west of U.S. Highway 27 and south of Dewey Robbins Road, as shown on the attached Exhibit B.

Community Development Districts are permitted under Chapter 190, Florida Statutes, and are a form of special purpose district which can be created to manage, finance and deliver basic community development services. These services can include, but are not limited to, the funding, construction and operation of water and wastewater systems, roads, bridges, transit shelters, environmental, conservation and mitigation areas and parks, plus schools and security measures. These services may vary from district to district. Each CDD is specific to a described area, with no zoning, development permitting or police power, and has no authority to encumber debt to a local government. Each district must remain in compliance with the local governments' comprehensive plan.

Procurement Analysis:

N/A

Options:

1. Approve the request to establish the Grace Key Groves Community Development District; or,
2. Other action the Commission may choose.

Fiscal Impact:

There is no fiscal impact associated with the City of Leesburg as a result of this request.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ESTABLISHING THE GRACE KEY GROVES COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES; PROVIDING FOR AUTHORITY AND POWER OF THE DISTRICT; PROVIDING FOR THE BOARD OF SUPERVISORS OF THE DISTRICT; PROVIDING FOR THE DISTRICT BUDGET; PROVIDING FOR FUNCTIONS OF THE DISTRICT; PROVIDING FOR MISCELLANEOUS PROVISIONS; AND PROVIDING AN EFFECTIVE DATE. (GRACE KEY GROVES CDD)

WHEREAS, Kolter Group Acquisitions LLC (the “Petitioner”) has petitioned the City Commission for the City of Leesburg, Florida (the “City”) to adopt an ordinance establishing the boundaries of the Grace Key Groves Community Development District (the “District”) pursuant to Chapter 190, Florida Statutes, and granting certain special powers; and

WHEREAS, the City, in determining whether to establish the District boundaries, has considered and finds that all statements contained in the Petition to Establish the Grace Key Groves Community Development District (the “Petition”) are true and correct; and

WHEREAS, the City has considered and finds that the establishment of the District is not inconsistent with any applicable element or portion of the applicable Comprehensive Plan; and

WHEREAS, the City has considered and finds that the area of land within the District is a sufficient size, is sufficiently compact, and is sufficiently contiguous to be developed as a functional interrelated community; and

WHEREAS, the City has considered and finds that the District is the best alternative for delivering the community development services and facilities to the area that will be served by the District; and

WHEREAS, the City has considered and finds that the community development services and facilities of the District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities; and

WHEREAS, the City has considered and finds that the area that will be served by the District is amenable to separate special-district government; and

WHEREAS, a duly noticed public hearing on the Petition was held prior to the adoption of this Ordinance establishing the District.

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Leesburg, Florida, as follows:

SECTION 1: AUTHORITY. This ordinance is adopted in compliance with and pursuant to the Uniform Community Development Act of 1980, Chapter 190, Florida Statutes (2023).

SECTION 2: DISTRICT NAME. There is hereby created a community development district

situated entirely within incorporated Leesburg, Florida, which District shall be known as the “Grace Key Groves Community Development District.”

SECTION 3: EXTERNAL BOUNDARIES OF THE DISTRICT. The external boundaries of the District are described in **Exhibit A** attached hereto, the overall parcel containing 691.30 acres of land.

SECTION 4: FUNCTIONS AND POWERS. The powers and functions of the District are described in Chapter 190, Florida Statutes (2023), as may be amended from time to time. The Charter of the District shall be as set forth in Chapter 190, Florida Statutes, as created by general law. The District’s Board of Supervisors may further exercise certain additional powers to finance, fund, plan, establish, acquire, construct, reconstruct, enlarge or extend, equip, operate and maintain systems and facilities for (a) parks and facilities for indoor and outdoor recreational, cultural, and educational uses; and (b) security, including but not limited to, guardhouses, fences and gates, electronic intrusion-detection systems, and patrol cars, when authorized by applicable governmental agencies; except that the District may not exercise any police power, but may contract with the City for an increased level of such services within the proposed District boundaries, all as authorized and described by Section 190.012(2), Florida Statutes. The District shall not provide utility service (water, wastewater, reuse, electricity, cable television, telephone or other telecommunications, dial up or broadband internet, solid waste collection and disposal, or any other utility service).

SECTION 5: EXPANSION OF DISTRICT WITH SUFFICIENTLY CONTIGUOUS LANDS. Pursuant to Section 190.046(1)(h), *Florida Statutes*, within ten (10) years of the effective date of this ordinance, the District may petition the City for an amendment to expand the boundaries of the District to include the sufficiently contiguous lands described in **Exhibit B**. A filing fee may not be charged for this petition.

SECTION 6: BOARD OF SUPERVISORS. The five persons designated to serve as initial members of the District’s Board of Supervisors are William Fife, Eric Morrisette, Owen Budorick, Pete Williams and Greg Beliveau. All of the listed persons are residents of the State of Florida and citizens of the United States of America.

SECTION 7: NOTICE TO PURCHASERS. Any and all agreements for the sale of property within the boundaries of the District must include the disclosure statement required in Section 190.048, Florida Statutes (2023) or any successor provision thereto. This requirement shall apply not only to the initial sale of a parcel, but also to all subsequent sellers, successors and assigns, for the life of the District.

SECTION 8: Administrative Correction of Scrivener’s Errors. The administrative correction of typographical and/or scrivener’s errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of the same with the City Clerk.

SECTION 9: SEVERABILITY. If any provision of this Ordinance, or the application thereof, is finally determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be deemed to be severable and the remaining provisions shall continue in full force and effect provided that the invalid, illegal or unenforceable provision is not material to the logical and intended interpretation of this Ordinance.

SECTION 10: EFFECTIVE DATE. This Ordinance shall take effect upon its passage and adoption pursuant to general law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 22nd day of July 2024.

THE CITY OF LEESBURG, FLORIDA

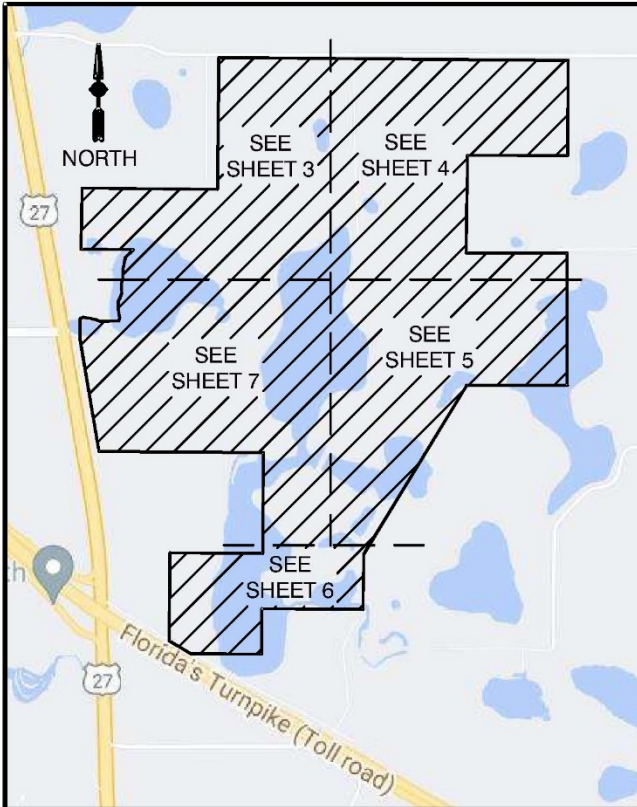
Mayor

ATTEST:

City Clerk

EXHIBIT A
EXTERNAL BOUNDARIES OF THE DISTRICT

SKETCH OF DESCRIPTION
(NOT A FIELD SURVEY)



VICINITY & KEY MAP
(NOT TO SCALE)

LEGEND:

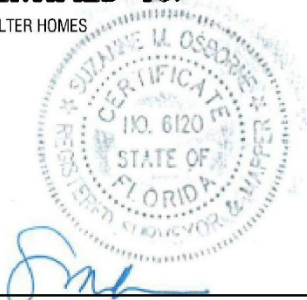
SR	STATE ROAD
GOV'T	GOVERNMENT
SEC	SECTION
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
R/W	RIGHT OF WAY
CDD	COMMUNITY DEVELOPMENT DISTRICT
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
INC.	INCORPORATED
NO.	NUMBER
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY

NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. BEARINGS ARE BASED ON THE SOUTH LINE OF SECTION 6-21S-25E, AS BEING N89°35'47"W.
3. THIS DESCRIPTION WAS PREPARED BY THIS FIRM AT THE CLIENT'S REQUEST AND IS BASED UPON INSTRUCTIONS PROVIDED BY CLIENT. THE INTENT OF THE DESCRIPTION IS FOR A PROPOSED COMMUNITY DEVELOPMENT DISTRICT.
4. THIS SKETCH HAS BEEN PREPARED UNDER THE DIRECTION AND SUPERVISION OF THE UNDERSIGNED BELOW IN ACCORDANCE WITH THE ADOPTED "STANDARDS OF PRACTICE" FOR LAND SURVEYING AS REQUIRED BY CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATE STATUTES.
5. THIS SKETCH WAS PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES NOT REPRESENT A BOUNDARY SURVEY.
6. HORIZONTAL DATUM SHOWN HEREON IS IN U.S. FEET.

CERTIFIED TO:

KOLTER HOMES



DATE: 06/24/2024

SUZANNE M. OSBORNE, PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 6120 FOR THE LICENSED FIRM OF HALFF
ASSOCIATES, INC. LICENSED BUSINESS NO. 8348

SHEET 1 OF 7

CLIENT	KOLTER GROUP
JOB NO.	46522-004 PHASE 100
ACAD FILE	46522-004 BAR KEY SKETCH FOR CDD
DATE	06/24/2024
DRAWN BY	SMB/TRS
CHECKED BY	SMB
FLD. BOOK	N/A
REVISIONS	

SKETCH OF DESCRIPTION
SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST
LAKE COUNTY, FLORIDA

**COMMUNITY DEVELOPMENT
DISTRICT FOR
BAR-KEY GROVES**



SKETCH OF DESCRIPTION (NOT A FIELD SURVEY)

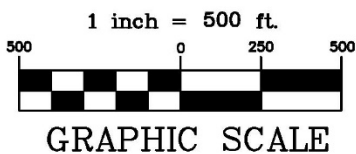
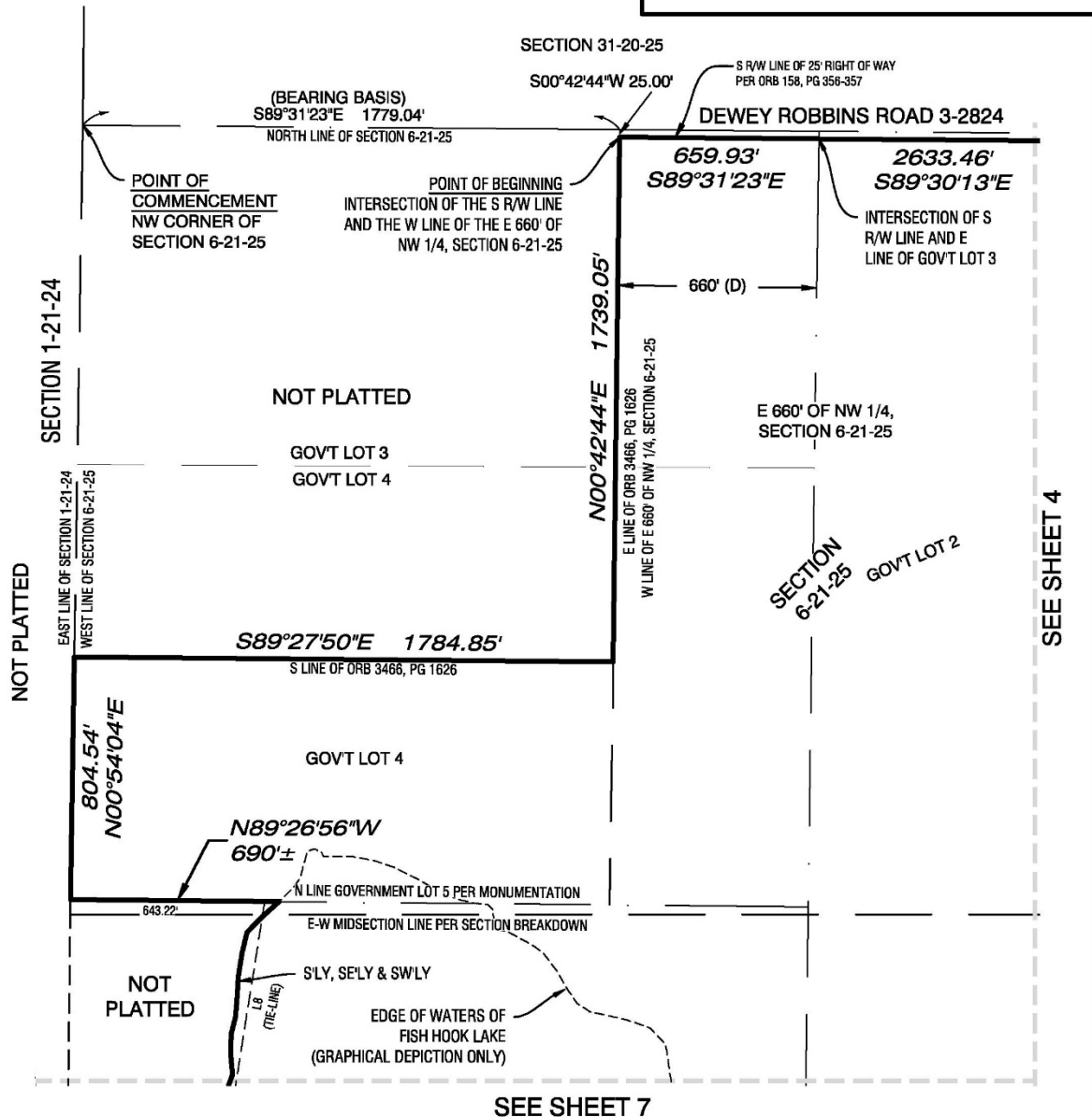
DESCRIPTION (WRITTEN BY THIS FIRM):

COMMENCE AT THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 89°31'23" EAST ALONG THE NORTH LINE OF SAID SECTION 6 A DISTANCE OF 1779.04 FEET TO THE WEST LINE OF THE EAST 660 FEET OF THE NORTHWEST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°42'44" WEST ALONG SAID WEST LINE A DISTANCE OF 25.00 FEET TO THE INTERSECTION OF SAID WEST LINE AND THE SOUTH RIGHT OF WAY LINE OF DEWEY ROBBINS ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 158, PAGES 356 AND 357, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING THE POINT OF BEGINNING; THENCE RUN SOUTH 89°31'23" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 659.93 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND EAST LINE OF GOVERNMENT LOT 3; THENCE RUN SOUTH 89°30'13" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 2633.46 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND THE EAST LINE OF SECTION 6; THENCE RUN SOUTH 89°29'49" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 1310.53 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND EAST LINE OF GOVERNMENT LOT 4; THENCE RUN SOUTH 00°19'29" WEST ALONG SAID EAST LINE A DISTANCE OF 1255.59 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF SAID GOVERNMENT LOT 4; THENCE RUN NORTH 89°44'23" WEST ALONG THE SOUTH LINE OF SAID NORTH 1/2 OF GOVERNMENT LOT 4 A DISTANCE OF 1320.51 FEET TO THE SOUTHWEST CORNER OF SAID NORTH 1/2 OF GOVERNMENT LOT 4, ALSO BEING THE WEST LINE OF SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST; THENCE RUN SOUTH 00°46'43" WEST ALONG SAID WEST LINE OF SECTION 5 A DISTANCE OF 1286.19 FEET TO THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 5; THENCE RUN SOUTH 89°58'44" EAST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 1330.71 FEET TO THE NORTHEAST CORNER OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE RUN SOUTH 00°10'51" EAST ALONG THE EAST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 1747.32 FEET TO THE SOUTHEAST CORNER OF THE NORTH 418.45 FEET OF THE SOUTHWEST 1/4 OF SAID SOUTHWEST 1/4; THENCE RUN NORTH 89°51'20" WEST ALONG THE SOUTH LINE OF SAID NORTH 418.45 FEET A DISTANCE OF 1329.26 FEET TO THE SOUTHWEST CORNER OF SAID NORTH 418.45 FEET, ALSO BEING THE AFORESAID WEST LINE OF SECTION 5; THENCE RUN SOUTH 00°13'44" EAST ALONG SAID WEST LINE A DISTANCE OF 5.99 FEET TO A POINT 901.55 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 5; THENCE RUN SOUTH 31°25'07" WEST A DISTANCE OF 2602.44 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST; THENCE RUN SOUTH 00°49'47" WEST ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 A DISTANCE OF 728.81 FEET TO THE NORTH LINE OF THE SOUTH 600 FEET OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE RUN NORTH 89°36'23" WEST ALONG SAID NORTH LINE A DISTANCE OF 1331.31 FEET TO THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE RUN SOUTH 00°33'34" WEST ALONG SAID WEST LINE A DISTANCE OF 600.00 FEET TO THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF AFORESAID SECTION 7; THENCE RUN NORTH 89°36'23" WEST ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 932.72 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE FLORIDA TURNPIKE AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP PROJECT NUMBER 97775-2334; THENCE RUN NORTH 59°39'07" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE A DISTANCE OF 332.60 FEET TO THE WEST LINE OF AFORESAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE RUN NORTH 00°36'27" EAST ALONG SAID WEST LINE A DISTANCE OF 1162.90 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE RUN SOUTH 89°36'05" EAST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 A DISTANCE OF 1220.40 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE RUN NORTH 00°33'34" EAST ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF AFORESAID SECTION 7 A DISTANCE OF 1328.86 FEET TO THE NORTH LINE OF SAID SECTION 7; THENCE RUN NORTH 89°35'47" WEST ALONG SAID NORTH LINE A DISTANCE OF 1770.12 FEET; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 00°25'25" EAST A DISTANCE OF 378.31 FEET; THENCE RUN NORTH 80°18'59" EAST A DISTANCE OF 482.30 FEET; THENCE RUN NORTH 09°41'01" WEST A DISTANCE OF 861.09 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 850.00 FEET, A CHORD BEARING OF NORTH 74°23'39" WEST, A CHORD LENGTH OF 200.68 FEET, THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°33'31" AN ARC LENGTH OF 201.14 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 67°36'54" WEST A DISTANCE OF 445.54 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 450.00 FEET, A CHORD BEARING OF NORTH 76°46'52" WEST, A CHORD LENGTH OF 143.37 FEET, THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°19'57" AN ARC LENGTH OF 143.98 FEET; THENCE DEPARTING SAID CURVE, THENCE RUN SOUTH 09°38'01" EAST A DISTANCE OF 104.73 FEET; THENCE RUN SOUTH 80°21'59" WEST A DISTANCE OF 252.06 FEET TO THE EASTERLY RIGHT OF WAY LINE OF HIGHWAY 27 AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP PROJECT NUMBER 275-(5323), SECTION 1120; THENCE RUN NORTH 09°41'43" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 50.15 FEET TO THE WEST LINE OF AFORESAID SECTION 6; THENCE RUN NORTH 00°41'15" EAST ALONG SAID WEST LINE A DISTANCE OF 287.06 FEET, MORE OR LESS TO THE NORTHERLY EDGE OF WATER OF FISH HOOK LAKE; THENCE RUN EASTERLY, NORTHERLY, NORTHEASTERLY AND NORTHWESTERLY ALONG SAID EDGE OF WATER TO THE NORTH LINE OF GOVERNMENT LOT 5; THENCE RUN NORTH 89°26'56" WEST ALONG SAID NORTH LINE OF GOVERNMENT LOT 5 A DISTANCE OF 690 +/- FEET TO THE AFORESAID WEST LINE OF SAID SECTION 6; THENCE RUN NORTH 00°54'04" EAST ALONG SAID WEST LINE A DISTANCE OF 804.54 FEET TO THE SOUTH LINE OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 3466, PAGE 1626, AFORESAID PUBLIC RECORDS; THENCE RUN SOUTH 89°27'50" EAST ALONG SAID SOUTH LINE A DISTANCE OF 1784.85 FEET TO THE EAST LINE OF SAID PROPERTY, ALSO BEING THE AFORESAID WEST LINE OF THE EAST 660 FEET OF THE NORTHWEST 1/4 OF SECTION 6; THENCE RUN NORTH 00°42'44" EAST ALONG SAID EAST LINE A DISTANCE OF 1739.05 FEET TO THE POINT OF BEGINNING.

CONTAINING 691.30 ACRES, MORE OR LESS.

SHEET 2 OF 7		SKETCH OF DESCRIPTION SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST LAKE COUNTY, FLORIDA.	
CLIENT: KOLTER GROUP JOB NO: 48522 004 PHASE 100 ACAD FILE: 48522 004 BAR KEY SKETCH FOR CDD DATE: 06/24/2024 CHECKED BY: SMO DRAWN BY: SMO/TRS FLD BOOK: N/A REVISIONS:		COMMUNITY DEVELOPMENT DISTRICT FOR BAR-KEY GROVES	
DATE:			
952 North Birchley Avenue Tallahassee, Florida 32378 Licensed Business Number: 8348			

SKETCH OF DESCRIPTION (NOT A FIELD SURVEY)



SHEET 3 OF 7

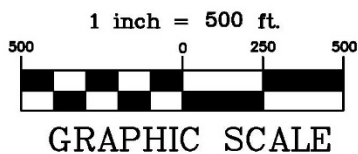
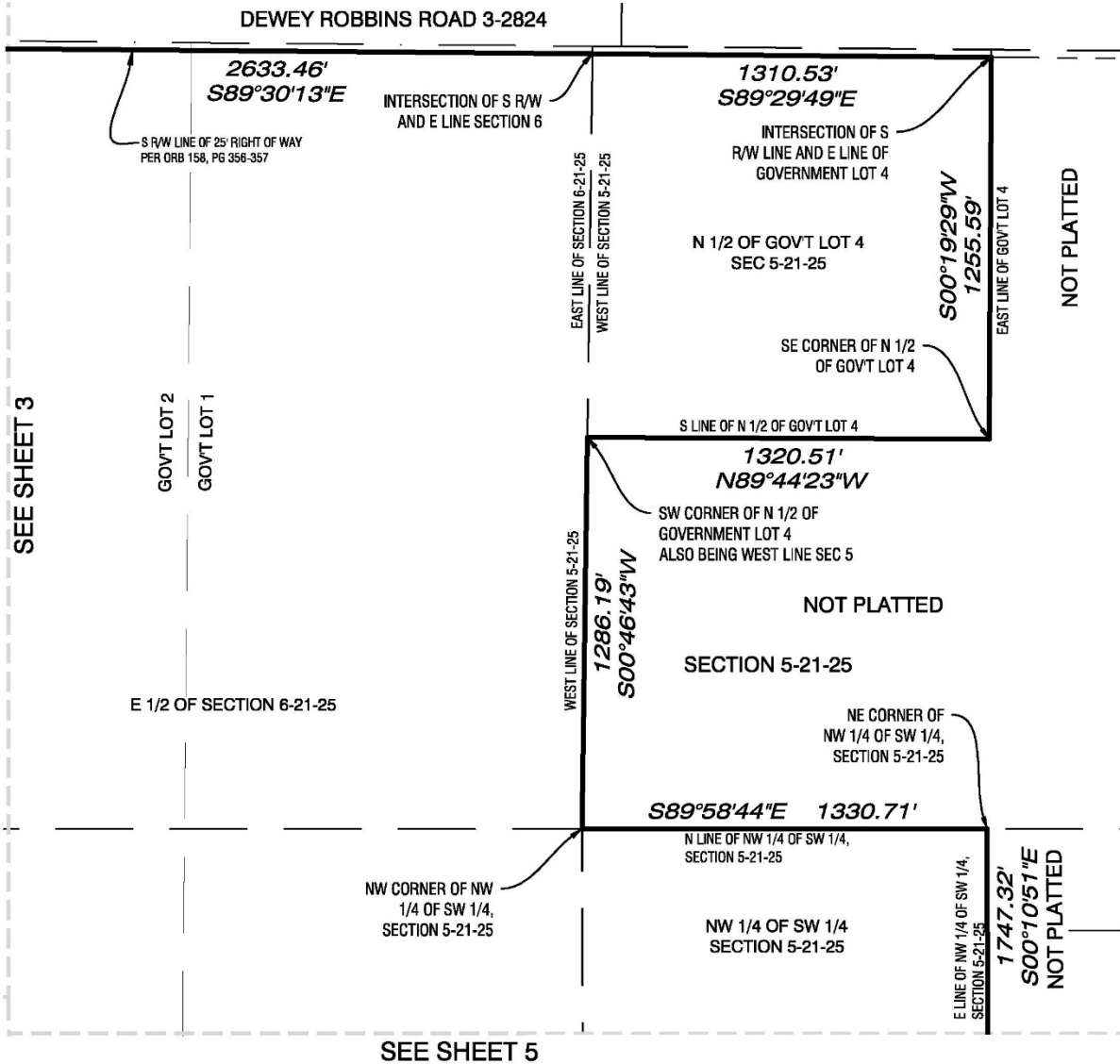
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JOB NO.	48522 004 PHASE 100
ACAD FILE	48522 004 BAR KEY SKETCH FOR CDD
DATE	06/24/2024
DRAWN BY:	SMB/TRB
REVISIONS	FLD. BOOK: N/A
CHECKED BY:	SMB
DATE	

SKETCH OF DESCRIPTION SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST LAKE COUNTY, FLORIDA.

COMMUNITY DEVELOPMENT
DISTRICT FOR
BAR-KEY GROVES



SKETCH OF DESCRIPTION (NOT A FIELD SURVEY)



SHEET 4 OF 7

CLIENT	KOLTER GROUP
JOB NO.	48522 004 PHASE 100
ACAD FILE	48522 004 BAR KEY SKETCH FOR CDD
DATE	06/24/2024
DRAWN BY:	SMB/TRB
REVISIONS	FLD. BOOK: N/A
CHECKED BY:	SMB
DATE	

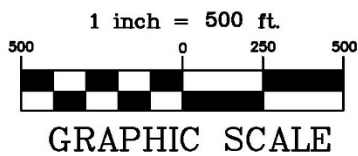
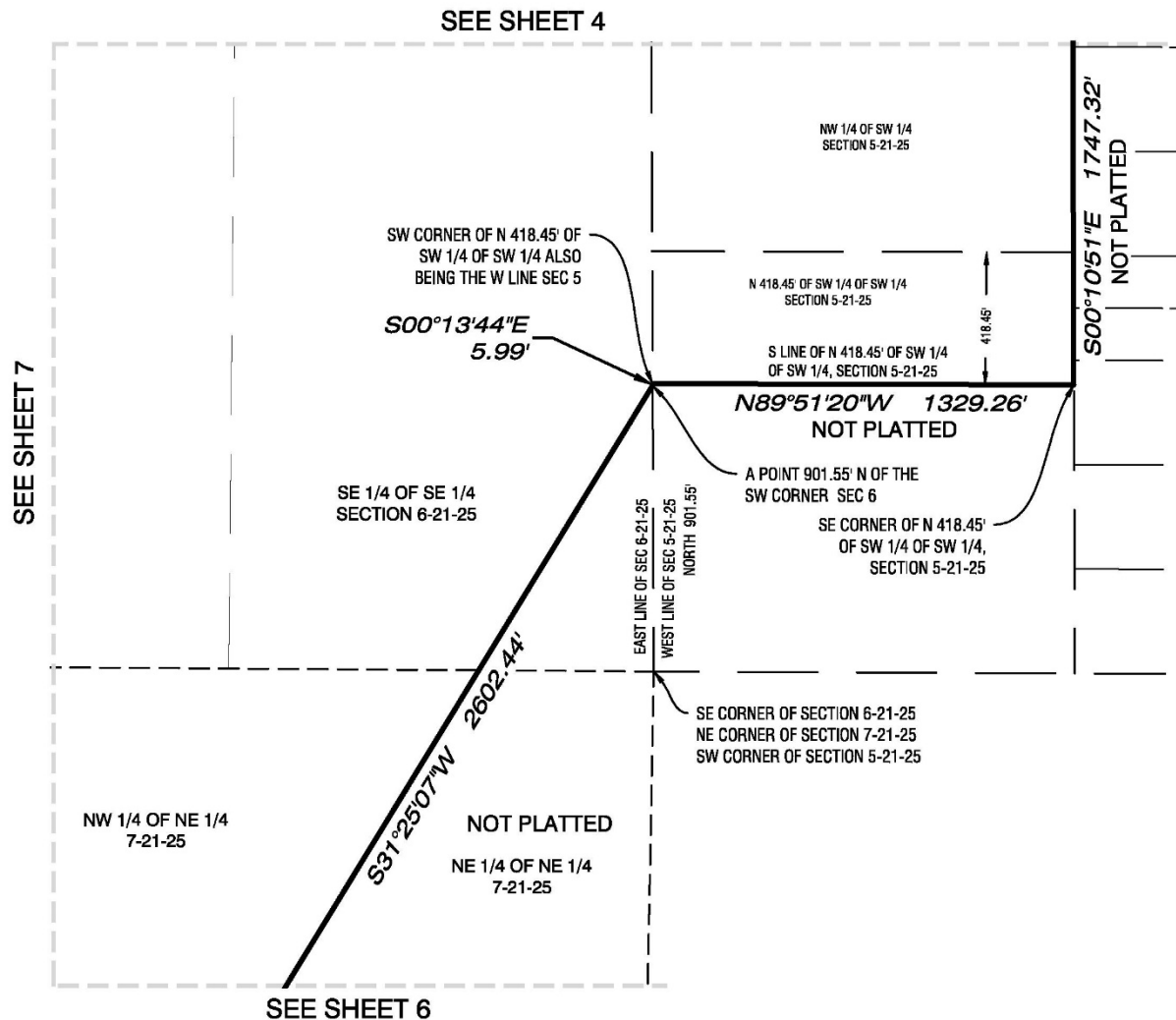
SKETCH OF DESCRIPTION

SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST
LAKE COUNTY, FLORIDA

COMMUNITY DEVELOPMENT
DISTRICT FOR
BAR-KEY GROVES



SKETCH OF DESCRIPTION (NOT A FIELD SURVEY)



SHEET 5 OF 7		SKETCH OF DESCRIPTION SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST LAKE COUNTY, FLORIDA.	
CLIENT	KOLTER GROUP	COMMUNITY DEVELOPMENT DISTRICT FOR BAR-KEY GROVES	
JOB NO.	48522 004 PHASE 100		
ACAD FILE	48522 004 BAR KEY SKETCH FOR CDD		
DATE	06/24/2024		
CHECKED BY:	SMD		
DRAWN BY:	SMB/TRB	F.L.D. BOOK:	N/A
REVISIONS		DATE	



952 North Biscayne Avenue
Tampa, Florida 33679
Office: 352.343.0481
Fax: 352.343.0485
Licensed Business Number: 8348

SKETCH OF DESCRIPTION (NOT A FIELD SURVEY)

SEE SHEET 7

NW CORNER OF SE 1/4 OF NW 1/4, SECTION 7-21-25

N00°33'34"E 1328.86'

S89°36'05"E 1220.40'

NORTH LINE OF SE 1/4 OF NW 1/4, SECTION 7-21-25

SE 1/4 OF NW 1/4 SECTION 7-21-25 E 1/2 OF GOVT LOT 2

N00°36'27"E 1162.90'

W LINE OF SE 1/4 OF NW 1/4 OF SECTION 7-21-25

SW 1/4 OF NE 1/4

N LINE OF S 600' OF SW 1/4 OF NE 1/4, SECTION 7-21-25

E LINE OF SW 1/4 OF NE 1/4, SECTION 7-21-25

728.81'

S00°49'47"W

NOT PLATTED

NE CORNER OF SE 1/4 OF NW 1/4, SECTION 7-21-25

SW CORNER OF SE 1/4 OF NW 1/4 OF SECTION 7-21-25

FLORIDA TURNPIKE STATE PROJECT NO. 97775-2334

300' RIGHT OF WAY PER FDOT R/W MAP

NOT PLATTED

N59°39'07"W 332.60'

NLY R/W LINE R/W PER FDOT MAP

SOUTH LINE OF NW 1/4 SECTION 7-21-25

932.72'

N89°36'23"W

SE CORNER OF SE 1/4 OF NW 1/4, SECTION 7-21-25

SECTION 7-21-25

600.00'

S00°33'34"W

1331.31'

N89°36'23"W

NOT PLATTED

600'

1 inch = 500 ft.

500 0 250 500

GRAPHIC SCALE

SHEET 6 OF 7

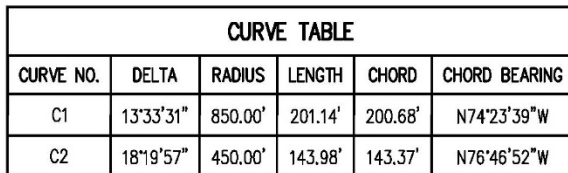
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JOB NO.	46322 004 PHASE 100
ACAD FILE	46322 004 BAR KEY SKETCH FOR CDD
DATE	06/24/2024
CHECKED BY:	BMO
DRAWN BY:	SMJ/TRB
PLD BOOK:	N/A
REVISIONS	DATE

SKETCH OF DESCRIPTION
SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST
LAKE COUNTY, FLORIDA

**COMMUNITY DEVELOPMENT
DISTRICT FOR
BAR-KEY GROVES**

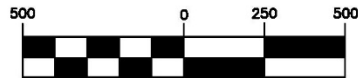
812 North Striplo's Avenue
Tavares, Florida 32778
Office: 352.343.6681
Fax: 352.343.8885
Licensed Business Number: 8348

SEE SHEET 3



LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	N67°36'54"W	445.54'
L2	S9°38'01"E	104.73'
L3	S80°21'59"W	252.06'
L4	N9°41'43"W	50.15'
L5	N0°41'15"E	287.06'
L6	S81°29'48"E	257.18'
L7	N89°06'11"E	251.02'
L8	N8°59'26"E	953.50'

1 inch = 500 ft.



GRAPHIC SCALE

SHEET 7 OF 7

[illegible]

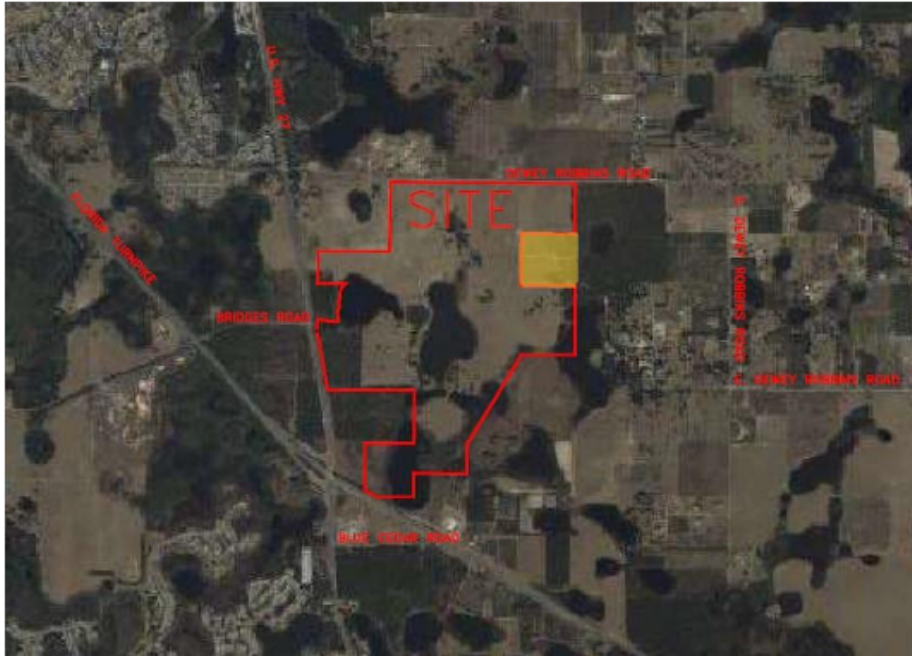
SKETCH OF DESCRIPTION
SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST
LAKE COUNTY, FLORIDA.

**COMMUNITY DEVELOPMENT
DISTRICT FOR
BAR-KEY GROVES**



EXHIBIT B
FUTURE EXPANSION PARCEL BOUNDARIES

Legal description of the Additional Parcel: S 1/2 OF GOV LOT 4 ORB 1006 PG 15 ORB 1808 PG 1305 ORB 3905 PG 1699 [Parcel No. 05-21-25-0002-000-00600]. For ease of reference, below is a depiction of the original site identified in the Petition along with a depiction of the Additional Parcel highlighted in yellow:



SECOND UPDATED PETITION TO ESTABLISH GRACE KEY GROVES COMMUNITY DEVELOPMENT DISTRICT

Submitted by:
Jere Earlywine, Esq.
Florida Bar No. 155527
Jere.Earlywine@KutakRock.com
KUTAK ROCK LLP
107 West College Avenue
Tallahassee, Florida 32301
Ph: (850) 528-6152
Attorneys for Petitioner

SECOND UPDATED PETITION TO ESTABLISH GRACE KEY GROVES COMMUNITY DEVELOPMENT DISTRICT

TABLE OF CONTENTS

Petition to Establish the Grace Key Groves Community Development District

Exhibit 1 Location Map

Exhibit 2 Legal Description of the District

Exhibit 3 Landowners' Consent

Exhibit 4 Future Land Use Map

Exhibit 5 Location of Existing Major Trunk Water Mains and Wastewater Drainage

Composite

Exhibit 6 Types of Facilities/Ownership of Facilities and Projected Construction Costs

Exhibit 7 Statement of Estimated Regulatory Costs

Exhibit 8 Authorization of Agent

BEFORE THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA
GRACE KEY GROVES COMMUNITY DEVELOPMENT DISTRICT

Petitioner, Kolter Group Acquisitions LLC, a Delaware limited liability company authorized to transact business in Florida (hereafter "Petitioner"), hereby petitions the City Commission of the City of Leesburg pursuant to the "Uniform Community Development District Act of 1980," Chapter 190, Florida Statutes (2023), to establish a Community Development District (hereafter "District"), with respect to the land described herein. In support of this petition, Petitioner states:

1. Location and Size. The proposed District will be located entirely within the City of Leesburg, Florida (hereafter "City"). **Exhibit 1** depicts the general location of the lands comprising the proposed District. The proposed District covers approximately 691.30 acres of land, more or less. The legal description of the external boundaries of the lands that form the District is set forth in **Exhibit 2**.

2. Landowner Consent. Petitioner has obtained written consent to establish the District from the owners of one hundred percent (100%) of the real property located within the District. Documentation of consent to the establishment of the District is contained in **Exhibit 3**.

3. Initial Board Members. The five persons designated to serve as initial members of the Board of Supervisors of the proposed District are William Fife, Eric Morrisette, Owen Budorick, Pete Williams and Greg Beliveau. All of the above-listed persons are residents of the state of Florida and citizens of the United States of America.

4. Name. The proposed name of the District is Grace Key Groves Community Development District.

5. Existing and Future Land Uses. The distribution, location, and extent of the public and private land uses proposed for the District by the future land use plan element of the City's

Future Land Use Plan are depicted in **Exhibit 4**. The proposed land uses for lands contained within the proposed District are consistent with the approved City's Future Land Use Plan.

6. Major Water and Wastewater Facilities. **Exhibit 5** indicates the location of major outfall canals and drainage basins for the lands within the proposed District as well as the location of existing major trunk water mains, reuse water mains and wastewater interceptors within the currently undeveloped lands proposed to be included within the District.

7. District Facilities and Services. The District is presently expected to finance, construct, and install improvements and facilities to benefit the lands within the District in three phases over an estimated four-year period from 2024 through 2028. **Composite Exhibit 6** describes the construction timetable and the types of facilities the District presently expects to finance, construct, and install, as well as the entities anticipated for future ownership, operation, and maintenance. The estimated costs of construction are also identified in **Composite Exhibit 6**. Actual construction timetables and expenditures will likely vary, due in part to the effects of future changes in the economic conditions upon costs such as labor, services, materials, interest rates and market conditions.

8. Statement of Estimated Regulatory Costs. **Exhibit 7** is the statement of estimated regulatory costs ("SERC") prepared in accordance with the requirements of Section 120.541, *Florida Statutes* (2023). The SERC is based upon presently available data. The data and methodology used in preparing the SERC accompany it.

9. Authorized Agent. The Petitioner is authorized to do business in the State of Florida. The authorized agent for the Petitioner is Jere Earlywine of Kutak Rock, LLP (see **Exhibit 8 - Authorization of Agent**.) Copies of all correspondence and official notices should also be sent to:

Jere Earlywine, Esq.
Florida Bar No. 155527
Jere.Earlywine@KutakRock.com
KUTAK ROCK LLP
107 West College Avenue
Tallahassee, Florida 32301
Ph: (850) 528-6152

10. This Petition to establish the Grace Key Groves Community Development District should be granted for the following reasons:

a. Establishment of the District and all land uses and services planned within the proposed District are not inconsistent with applicable elements or portions of the effective State Comprehensive Plan or the City Comprehensive Plan.

b. The area of land within the proposed District is part of a planned community. It is of a sufficient size and is sufficiently compact and contiguous to be developed as one functional and interrelated community.

c. The establishment of the District will prevent the general body of taxpayers in the City from bearing the burden for installation of the infrastructure and the maintenance of certain facilities within the development encompassed by the District. The District is the best alternative for delivering community development services and facilities to the proposed community without imposing an additional burden on the general population of the local general-purpose government. Establishment of the District in conjunction with a comprehensively planned community, as proposed, allows for a more efficient use of resources.

d. The community development services and facilities of the District will not be incompatible with the capacity and use of existing local and regional community development services and facilities. In addition, the establishment of the District will provide a perpetual

entity capable of making reasonable and efficient provisions for the operation and maintenance of the District's services and facilities.

e. The area to be served by the proposed District is amenable to separate special-district government.

WHEREFORE, Petitioner respectfully requests for the City Commission for the City of Leesburg, Florida, to:

a. schedule a public hearing in accordance with the requirements of Section 190.005(2)(b), *Florida Statutes* (2023);

b. grant the petition and adopt an ordinance establishing the District pursuant to Chapter 190, *Florida Statutes* (2023); and

c. consent to the District's exercise of certain additional powers to finance, fund, plan, establish, acquire, construct, enlarge or extend, equip, operate, and maintain systems and facilities for: parks and facilities for indoor and outdoor recreation, cultural, and educational uses and for security, including, but not limited to walls, fences and electronic intrusion detection all as authorized and described by Section 190.012(2)(a) and (d), *Florida Statutes* (2023).

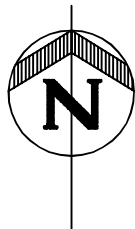
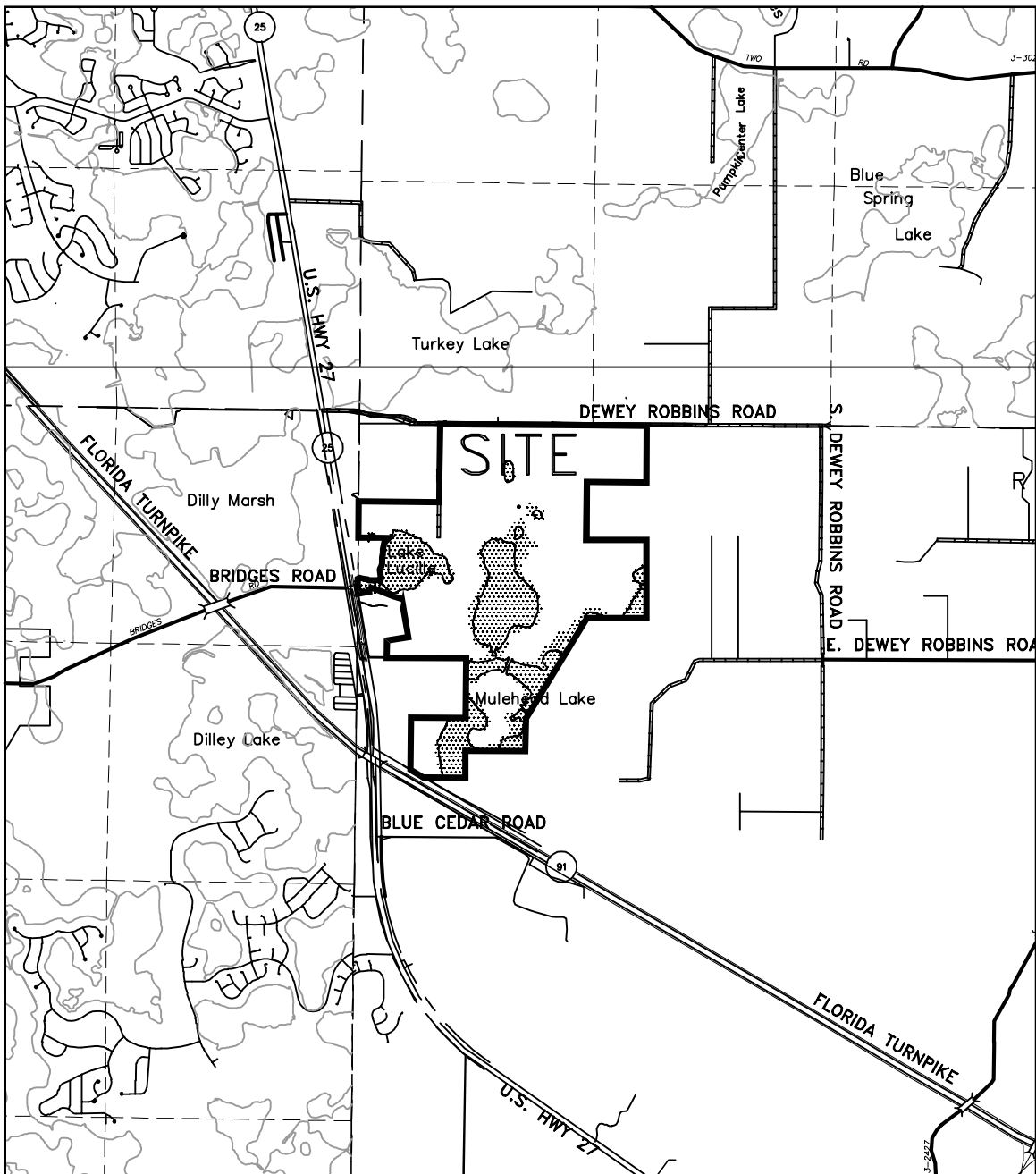
RESPECTFULLY SUBMITTED, this 29th day of April, 2024.

KUTAK ROCK LLP



Jere Earlywine, Esq.
Florida Bar No. 155527
Jere.Earlywine@KutakRock.com
KUTAK ROCK LLP
107 West College Avenue
Tallahassee, Florida 32301
Ph: (850) 528-6152

1



**CDD
LOCATION MAP**



HALFF®

902 North Sinclair Ave.
Tavares, Florida 32778

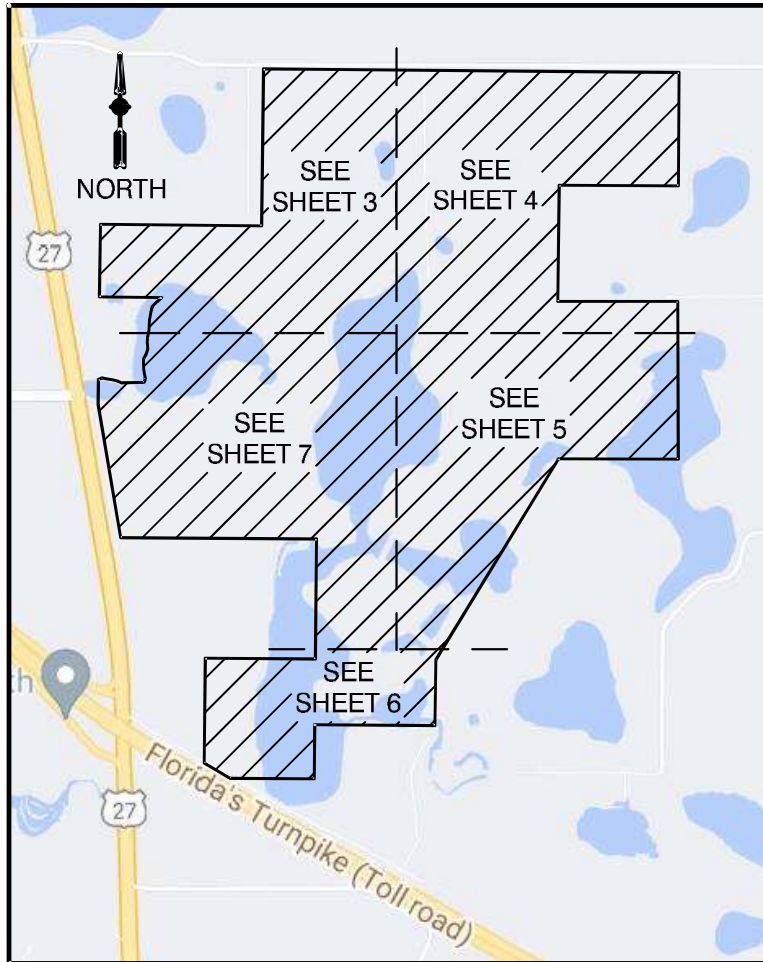
Office: 352.343.8481
Fax: 352.343.8485

Certificate of Authorization Number: 33380

2

SKETCH OF DESCRIPTION

(NOT A FIELD SURVEY)



VICINITY & KEY MAP
(NOT TO SCALE)

LEGEND:

SR	STATE ROAD
GOV'T	GOVERNMENT
SEC	SECTION
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
R/W	RIGHT OF WAY
CDD	COMMUNITY DEVELOPMENT DISTRICT
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
INC.	INCORPORATED
NO.	NUMBER
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY

NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. BEARINGS ARE BASED ON THE SOUTH LINE OF SECTION 6-21S-25E, AS BEING N89°35'47"W.
3. THIS DESCRIPTION WAS PREPARED BY THIS FIRM AT THE CLIENT'S REQUEST AND IS BASED UPON INSTRUCTIONS PROVIDED BY CLIENT. THE INTENT OF THE DESCRIPTION IS FOR A PROPOSED COMMUNITY DEVELOPMENT DISTRICT.
4. THIS SKETCH HAS BEEN PREPARED UNDER THE DIRECTION AND SUPERVISION OF THE UNDERSIGNED BELOW IN ACCORDANCE WITH THE ADOPTED "STANDARDS OF PRACTICE" FOR LAND SURVEYING AS REQUIRED BY CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATE STATUTES.
5. THIS SKETCH WAS PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES NOT REPRESENT A BOUNDARY SURVEY.
6. HORIZONTAL DATUM SHOWN HEREON IS IN U.S. FEET.

CERTIFIED TO:

KOLTER HOMES



DATE: 06/24/2024

SUZANNE M. OSBORNE, PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 6120 FOR THE LICENSED FIRM OF HALFF
ASSOCIATES, INC. LICENSED BUSINESS NO. 8348

SHEET 1 OF 7

CLIENT	KOLTER GROUP
JOB NO.	46522.004 PHASE 100
ACAD FILE	46522.004 BAR KEY SKETCH FOR CDD
DATE	06/24/2024
CHECKED BY:	SMO
DRAWN BY:	SMB/TRS
FLD. BOOK:	N/A
REVISIONS	DATE

SKETCH OF DESCRIPTION
SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST
LAKE COUNTY, FLORIDA.

**COMMUNITY DEVELOPMENT
DISTRICT FOR
PAR-KEY GROVES**



SKETCH OF DESCRIPTION

(NOT A FIELD SURVEY)

DESCRIPTION (WRITTEN BY THIS FIRM):

COMMENCE AT THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 89°31'23" EAST ALONG THE NORTH LINE OF SAID SECTION 6 A DISTANCE OF 1779.04 FEET TO THE WEST LINE OF THE EAST 660 FEET OF THE NORTHWEST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°42'44" WEST ALONG SAID WEST LINE A DISTANCE OF 25.00 FEET TO THE INTERSECTION OF SAID WEST LINE AND THE SOUTH RIGHT OF WAY LINE OF DEWEY ROBBINS ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 158, PAGES 356 AND 357, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING THE POINT OF BEGINNING; THENCE RUN SOUTH 89°31'23" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 659.93 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND EAST LINE OF GOVERNMENT LOT 3; THENCE RUN SOUTH 89°30'13" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 2633.46 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND THE EAST LINE OF SECTION 6; THENCE RUN SOUTH 89°29'49" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 1310.53 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND EAST LINE OF GOVERNMENT LOT 4; 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THENCE RUN NORTH 67°36'54" WEST A DISTANCE OF 445.54 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 450.00 FEET, A CHORD BEARING OF NORTH 76°46'52" WEST, A CHORD LENGTH OF 143.37 FEET, THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°19'57" AN ARC LENGTH OF 143.98 FEET; THENCE DEPARTING SAID CURVE, THENCE RUN SOUTH 09°38'01" EAST A DISTANCE OF 104.73 FEET; THENCE RUN SOUTH 80°21'59" WEST A DISTANCE OF 252.06 FEET TO THE EASTERLY RIGHT OF WAY LINE OF HIGHWAY 27 AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP PROJECT NUMBER 275-(5323), SECTION 1120; THENCE RUN NORTH 09°41'43" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 50.15 FEET TO THE WEST LINE OF AFORESAID SECTION 6; THENCE RUN NORTH 00°41'15" EAST ALONG SAID WEST LINE A DISTANCE OF 287.06 FEET, MORE OR LESS TO THE NORTHERLY EDGE OF WATER OF FISH HOOK LAKE; THENCE RUN EASTERLY, NORTHERLY, NORTHEASTERLY AND NORTHWESTERLY ALONG SAID EDGE OF WATER TO THE NORTH LINE OF GOVERNMENT LOT 5; 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CONTAINING 691.30 ACRES, MORE OR LESS.

SHEET 2 OF 7

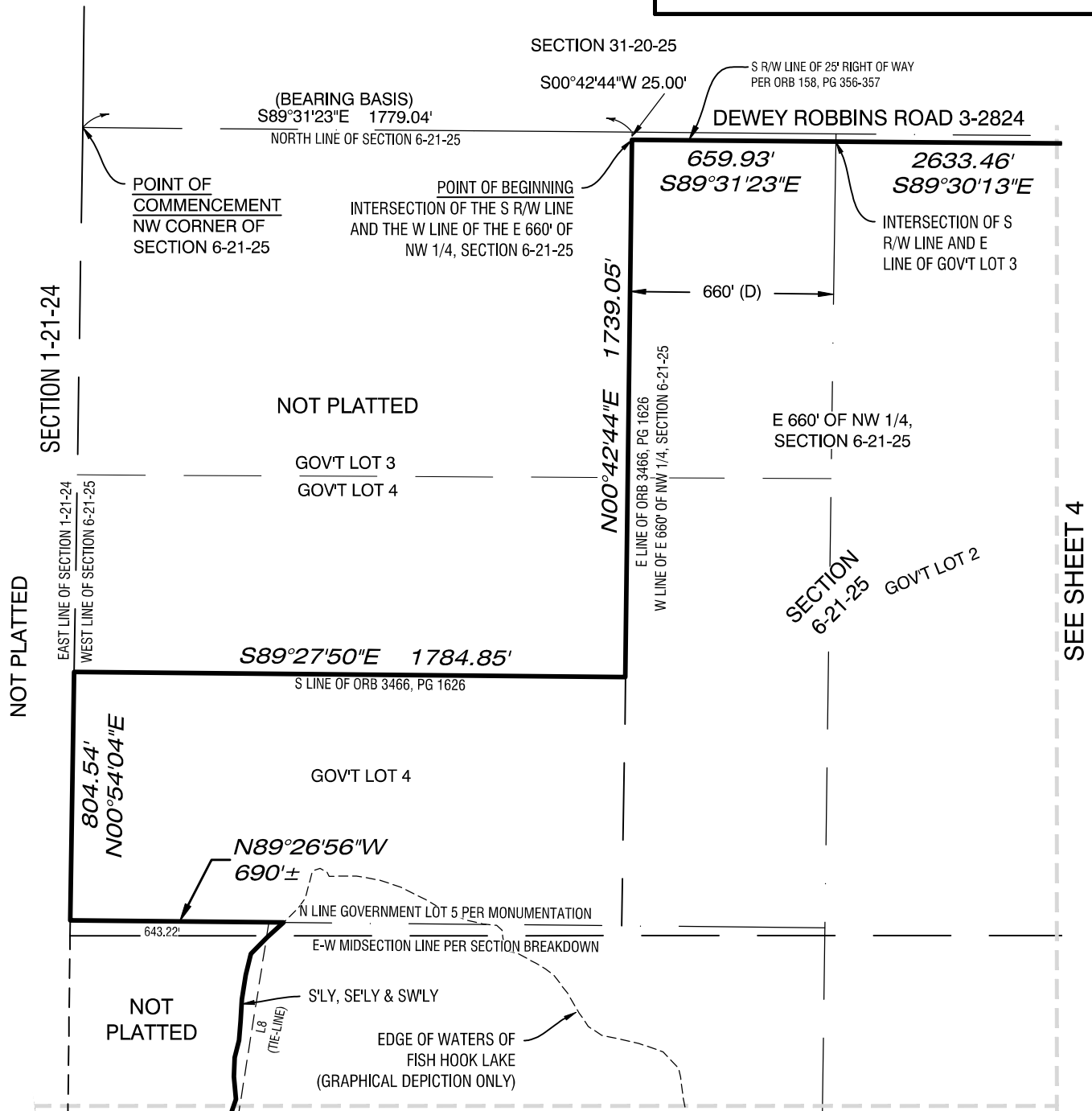
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FLD. BOOK:	N/A
REVISIONS	DATE

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LAKE COUNTY, FLORIDA.

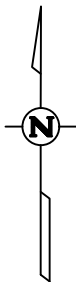
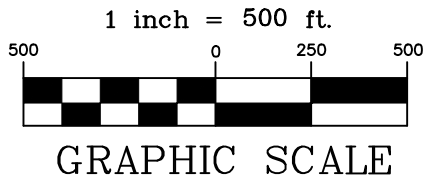
**COMMUNITY DEVELOPMENT
DISTRICT FOR
BAR-KEY GROVES**



SKETCH OF DESCRIPTION (NOT A FIELD SURVEY)



SEE SHEET 7



SHEET 3 OF 7

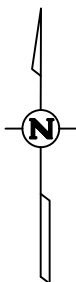
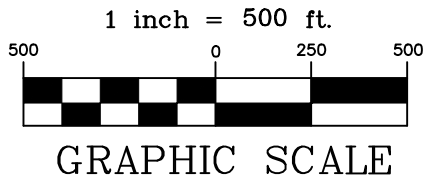
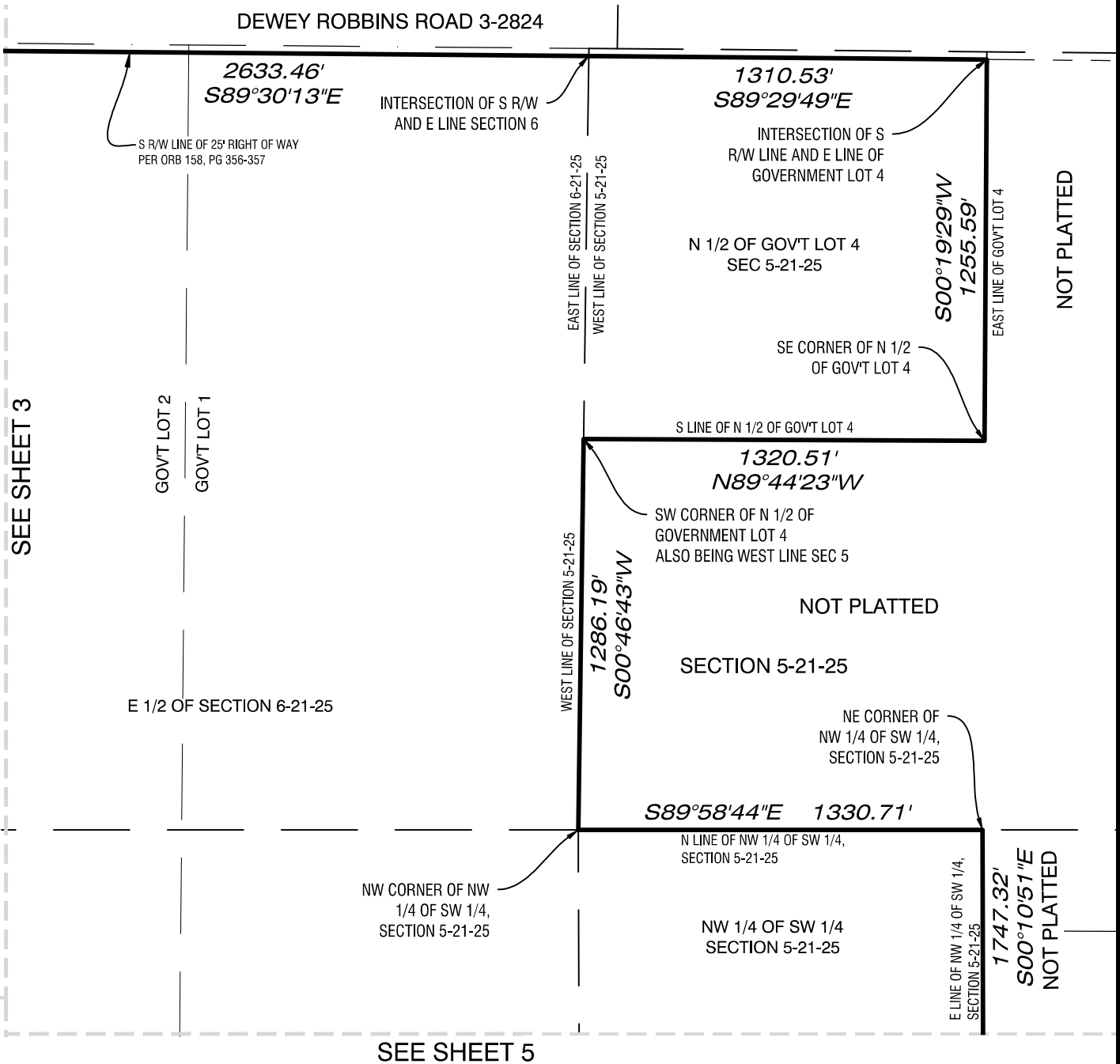
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LAKE COUNTY, FLORIDA.

**COMMUNITY DEVELOPMENT
DISTRICT FOR
BAR-KEY GROVES**



SKETCH OF DESCRIPTION (NOT A FIELD SURVEY)



SHEET 4 OF 7

CLIENT	KOLTER GROUP
JOB NO.	46522.004 PHASE 100
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LAKE COUNTY, FLORIDA.

**COMMUNITY DEVELOPMENT
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BAR-KEY GROVES**

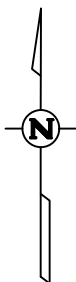
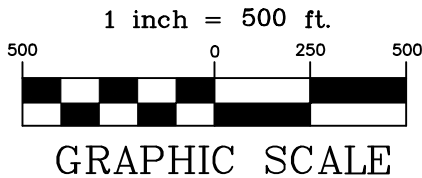
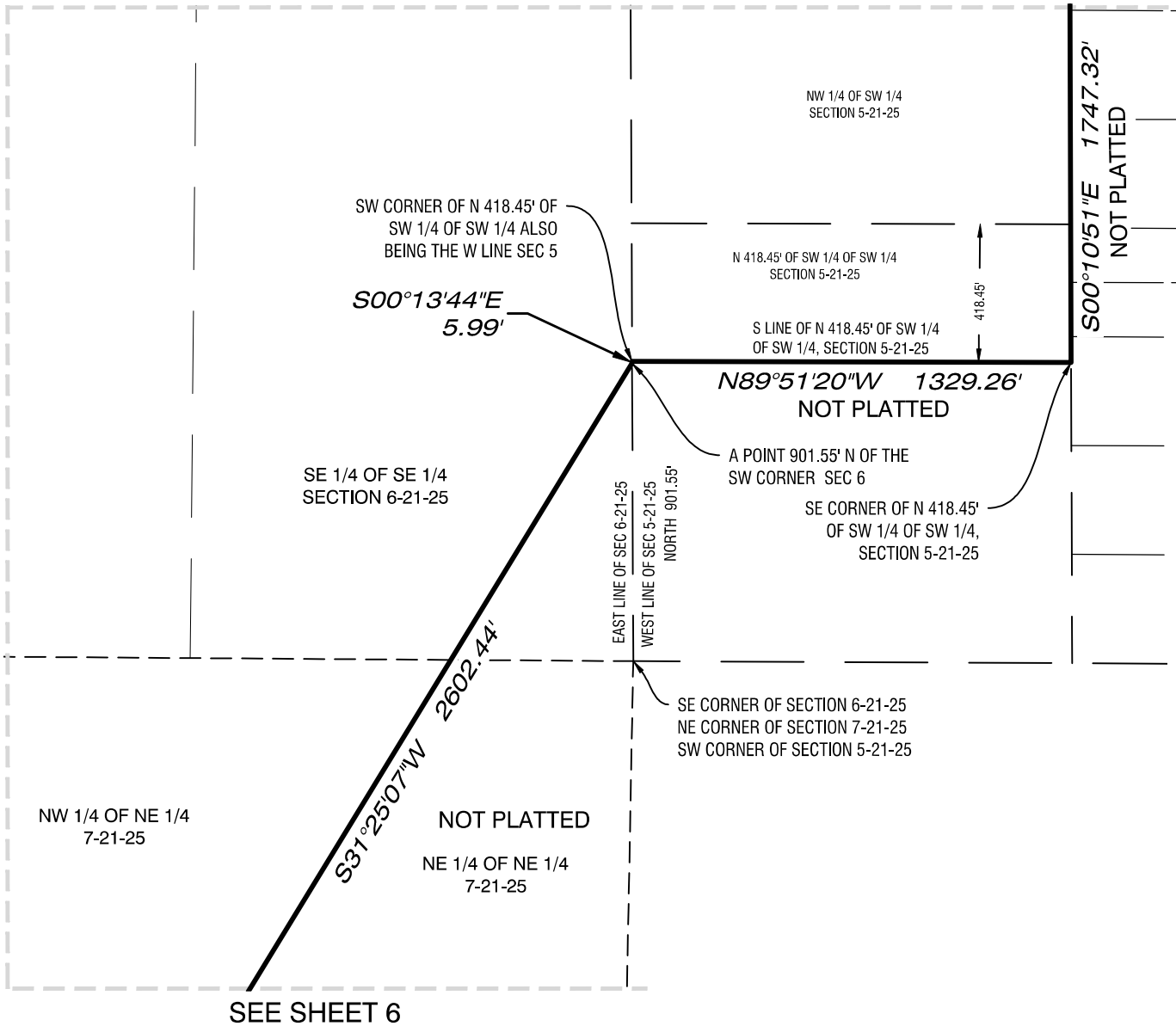


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(NOT A FIELD SURVEY)

SEE SHEET 4

SEE SHEET 7



SHEET 5 OF 7

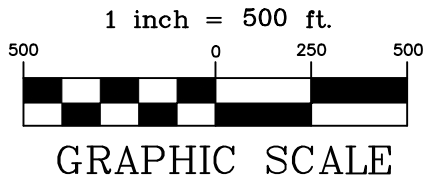
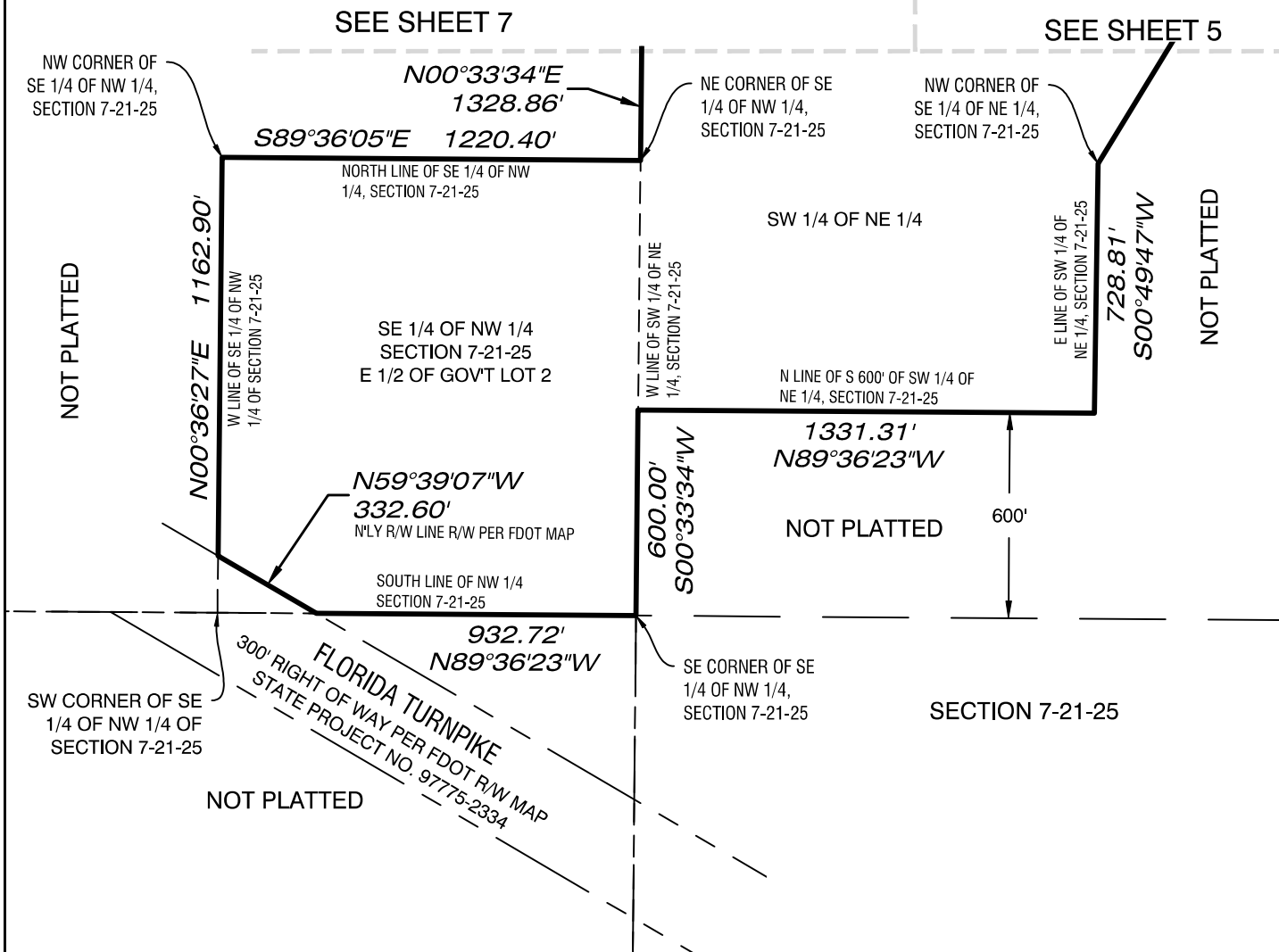
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SKETCH OF DESCRIPTION
SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST
LAKE COUNTY, FLORIDA.

**COMMUNITY DEVELOPMENT
DISTRICT FOR
BAR-KEY GROVES**



SKETCH OF DESCRIPTION (NOT A FIELD SURVEY)



SHEET 6 OF 7

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SKETCH OF DESCRIPTION

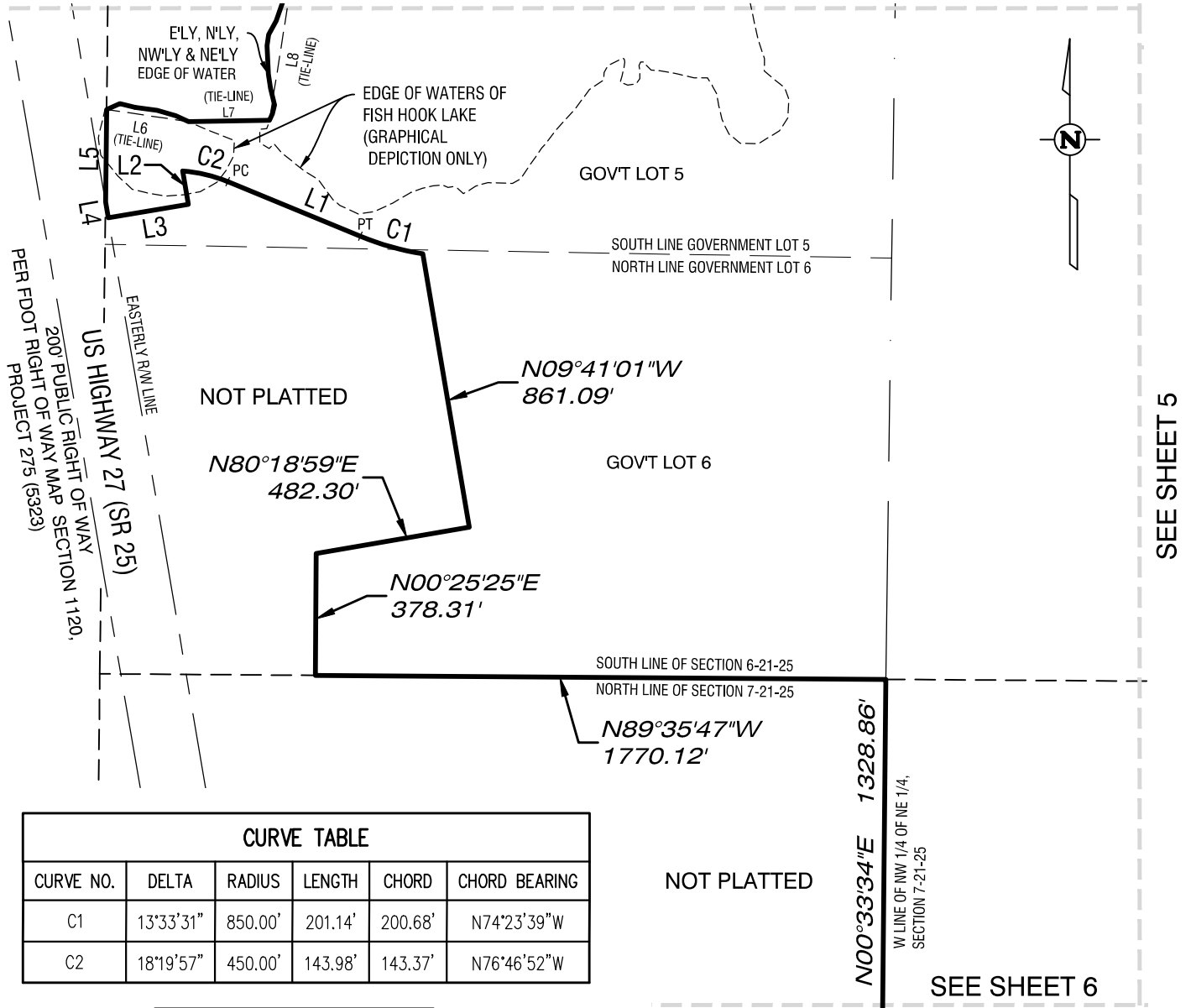
SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST
LAKE COUNTY, FLORIDA.

COMMUNITY DEVELOPMENT
DISTRICT FOR
BAR-KEY GROVES



SKETCH OF DESCRIPTION (NOT A FIELD SURVEY)

SEE SHEET 3



CURVE TABLE

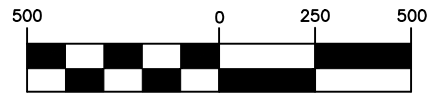
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	13°33'31"	850.00'	201.14'	200.68'	N74°23'39"W
C2	18°19'57"	450.00'	143.98'	143.37'	N76°46'52"W

LINE TABLE

LINE NO.	DIRECTION	LENGTH
L1	N67°36'54"W	445.54'
L2	S9°38'01"E	104.73'
L3	S80°21'59"W	252.06'
L4	N9°41'43"W	50.15'
L5	N0°41'15"E	287.06'
L6	S81°29'48"E	257.18'
L7	N89°06'11"E	251.02'
L8	N8°59'26"E	953.50'

NOT PLATTED

1 inch = 500 ft.



GRAPHIC SCALE

SHEET 7 OF 7

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SKETCH OF DESCRIPTION
SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST
LAKE COUNTY, FLORIDA.

**COMMUNITY DEVELOPMENT
DISTRICT FOR
BAR-KEY GROVES**



3

**Consent and Authorization of Landowner
to the Establishment of a Community Development District
[Proposed Grace Key Groves Community Development District]**

The undersigned, collectively, are the owners of the lands more fully described on Exhibit A attached hereto and made a part hereof ("Property").

As owners of lands that are intended to constitute all or a part of the Community Development District, the undersigned understand and acknowledge that pursuant to the provisions of Section 190.005, *Florida Statutes*, the petitioner is required to include the written consent to the establishment of the Community Development District of one hundred percent (100%) of the owners of the lands to be included within the Community Development District.

The undersigned hereby consent to the establishment of a Community Development District that will include the Property within the lands to be a part of the Community Development District and agree to further execute any documentation necessary or convenient to evidence this consent and joinder during the application process for the establishment of the Community Development District. The undersigned acknowledge that the petitioner has the right by contract for the establishment of the Community Development District, and that Jere Earlywine of Kutak Rock LLP is authorized to file and prosecute the petition for establishment.

The undersigned hereby represent and warrant that they have taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the officers executing this instrument.

[SIGNATURE PAGE TO FOLLOW]

Consent and Joinder of Landowner
to the Establishment of a Community Development District
[Proposed Community Development District]

Executed this 26 day of April, 2024.

Witnessed:

BAR-KEY GROVES, INC.

Susan C Bringle
Print Name: SUSAN C BRINGLE
Address: P.O. Box 4440
Ocala, FL 34471

Harriett C Scales
BY: Harriett C. Scales
ITS: Director/Secretary/Treasurer

Karen A David
Print Name: KAREN A DAVID
Address: 35 SE 1st Ave Ste D
Ocala FL 34471

STATE OF Florida
COUNTY OF Marion

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 26th day of April, 2024, by Harriett C. Scales, as an authorized representative of Bar-Key Groves, Inc., and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



SUSAN C. BRINGLE
Commission # HH 57389
Expires October 26, 2024

Susan C Bringle
NOTARY PUBLIC, STATE OF Florida
Name: SUSAN C BRINGLE
(Name of Notary Public, Printed, Stamped or Typed
as Commissioned)

Exhibit A: Legal Description

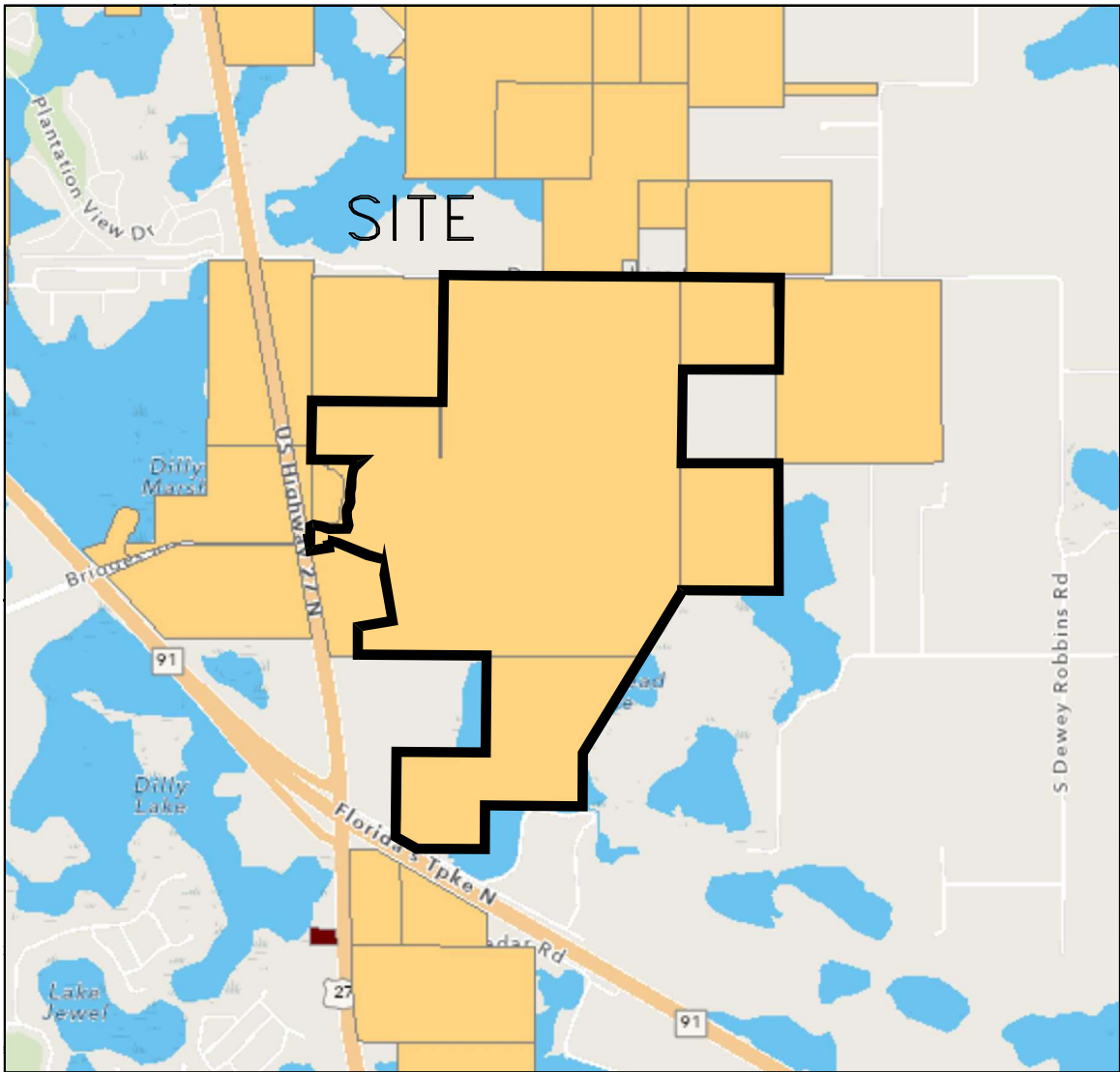
Exhibit A

COMMENCE AT THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 89°31'23" EAST ALONG THE NORTH LINE OF SAID SECTION 6 A DISTANCE OF 1779.04 FEET TO THE WEST LINE OF THE EAST 660 FEET OF THE NORTHWEST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°42'44" WEST ALONG SAID WEST LINE A DISTANCE OF 25.00 FEET TO THE INTERSECTION OF SAID WEST LINE AND THE SOUTH RIGHT OF WAY LINE OF DEWEY ROBBINS ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 158, PAGES 356 AND 357, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING THE POINT OF BEGINNING; THENCE RUN SOUTH 89°31'23" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 659.93 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND EAST LINE OF GOVERNMENT LOT 3; THENCE RUN SOUTH 89°30'13" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 2633.46 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND THE EAST LINE OF SECTION 6; THENCE RUN SOUTH 89°29'49" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 1310.53 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND EAST LINE OF GOVERNMENT LOT 4; THENCE RUN SOUTH 00°19'29" WEST ALONG SAID EAST LINE A DISTANCE OF 1255.59 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF SAID GOVERNMENT LOT 4; THENCE RUN NORTH 89°44'23" WEST ALONG THE SOUTH LINE OF SAID NORTH 1/2 OF GOVERNMENT LOT 4 A DISTANCE OF 1320.51 FEET TO THE SOUTHWEST CORNER OF SAID NORTH 1/2 OF GOVERNMENT LOT 4, ALSO BEING THE WEST LINE OF SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST; THENCE RUN SOUTH 00°46'43" WEST ALONG SAID WEST LINE OF SECTION 5 A DISTANCE OF 1286.19 FEET TO THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 5; THENCE RUN SOUTH 89°58'44" EAST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 1330.71 FEET TO THE NORTHEAST CORNER OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE RUN SOUTH 00°10'51" EAST ALONG THE EAST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 1747.32 FEET TO THE SOUTHEAST CORNER OF THE NORTH 418.45 FEET OF THE SOUTHWEST 1/4 OF SAID SOUTHWEST 1/4; THENCE RUN NORTH 89°51'20" WEST ALONG THE SOUTH LINE OF SAID NORTH 418.45 FEET A DISTANCE OF 1329.26 FEET TO THE SOUTHWEST CORNER OF SAID NORTH 418.45 FEET, ALSO BEING THE AFORESAID WEST LINE OF SECTION 5; THENCE RUN SOUTH 00°13'44" EAST ALONG SAID WEST LINE A DISTANCE OF 5.99 FEET TO A POINT 901.55 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 5; THENCE RUN SOUTH 31°25'07" WEST A DISTANCE OF 2602.44 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST; THENCE RUN SOUTH 00°49'47" WEST ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 A DISTANCE OF 728.81 FEET TO THE NORTH LINE OF THE SOUTH 600 FEET OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE RUN NORTH 89°36'23" WEST ALONG SAID NORTH LINE A DISTANCE OF 1331.31 FEET TO THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE RUN SOUTH 00°33'34" WEST ALONG SAID WEST LINE A DISTANCE OF 600.00 FEET TO THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF AFORESAID SECTION 7; THENCE RUN NORTH 89°36'23" WEST ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 932.72 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE FLORIDA TURNPIKE AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP PROJECT NUMBER 97775-2334; THENCE RUN NORTH 59°39'07" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE A DISTANCE OF 332.60 FEET TO THE WEST LINE OF AFORESAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE RUN NORTH 00°36'27" EAST ALONG SAID WEST LINE A DISTANCE OF 1162.90 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE RUN SOUTH 89°36'05" EAST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 A DISTANCE OF 1220.40 FEET

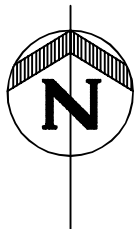
TO THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE RUN NORTH 00°33'34" EAST ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF AFORESAID SECTION 7 A DISTANCE OF 1328.86 FEET TO THE NORTH LINE OF SAID SECTION 7; THENCE RUN NORTH 89°35'47" WEST ALONG SAID NORTH LINE A DISTANCE OF 2170.56 FEET TO THE EASTERLY RIGHT OF WAY LINE OF HIGHWAY 27 AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP PROJECT NUMBER 275-(5323), SECTION 1120; THENCE RUN NORTH 09°41'43" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 1487.11 FEET TO THE WEST LINE OF AFORESAID SECTION 6; THENCE RUN NORTH 00°41'15" EAST ALONG SAID WEST LINE A DISTANCE OF 287.06 FEET, MORE OR LESS TO THE NORTHERLY EDGE OF WATER OF FISH HOOK LAKE; THENCE RUN EASTERLY, NORTHERLY, NORTHEASTERLY AND NORTHWESTERLY ALONG SAID EDGE OF WATER TO THE NORTH LINE OF GOVERNMENT LOT 5; THENCE RUN NORTH 89°26'56" WEST ALONG SAID NORTH LINE OF GOVERNMENT LOT 5 A DISTANCE OF 690+/- FEET TO THE AFORESAID WEST LINE OF SAID SECTION 6; THENCE RUN NORTH 00°54'04" EAST ALONG SAID WEST LINE A DISTANCE OF 804.54 FEET TO THE SOUTH LINE OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 3466, PAGE 1626, AFORESAID PUBLIC RECORDS; THENCE RUN SOUTH 89°27'50" EAST ALONG SAID SOUTH LINE A DISTANCE OF 1784.85 FEET TO THE EAST LINE OF SAID PROPERTY, ALSO BEING THE AFORESAID WEST LINE OF THE EAST 660 FEET OF THE NORTHWEST 1/4 OF SECTION 6; THENCE RUN NORTH 00°42'44" EAST ALONG SAID EAST LINE A DISTANCE OF 1739.05 FEET TO THE POINT OF BEGINNING.

CONTAINING 717.86 ACRES, MORE OR LESS.

4



 PLANNED UNIT DEVELOPMENT



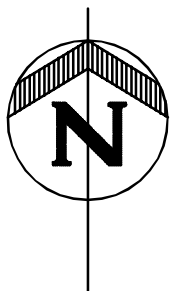
CDD
FUTURE LAND USE MAP

 **HALFF®**
902 North Sinclair Ave.
Tavares, Florida 32778
Office: 352.343.8481
Fax: 352.343.8485
Certificate of Authorization Number: 33380

5

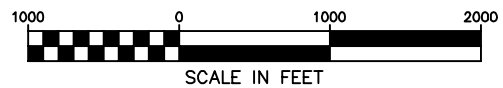
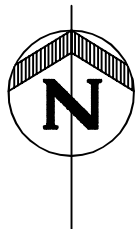
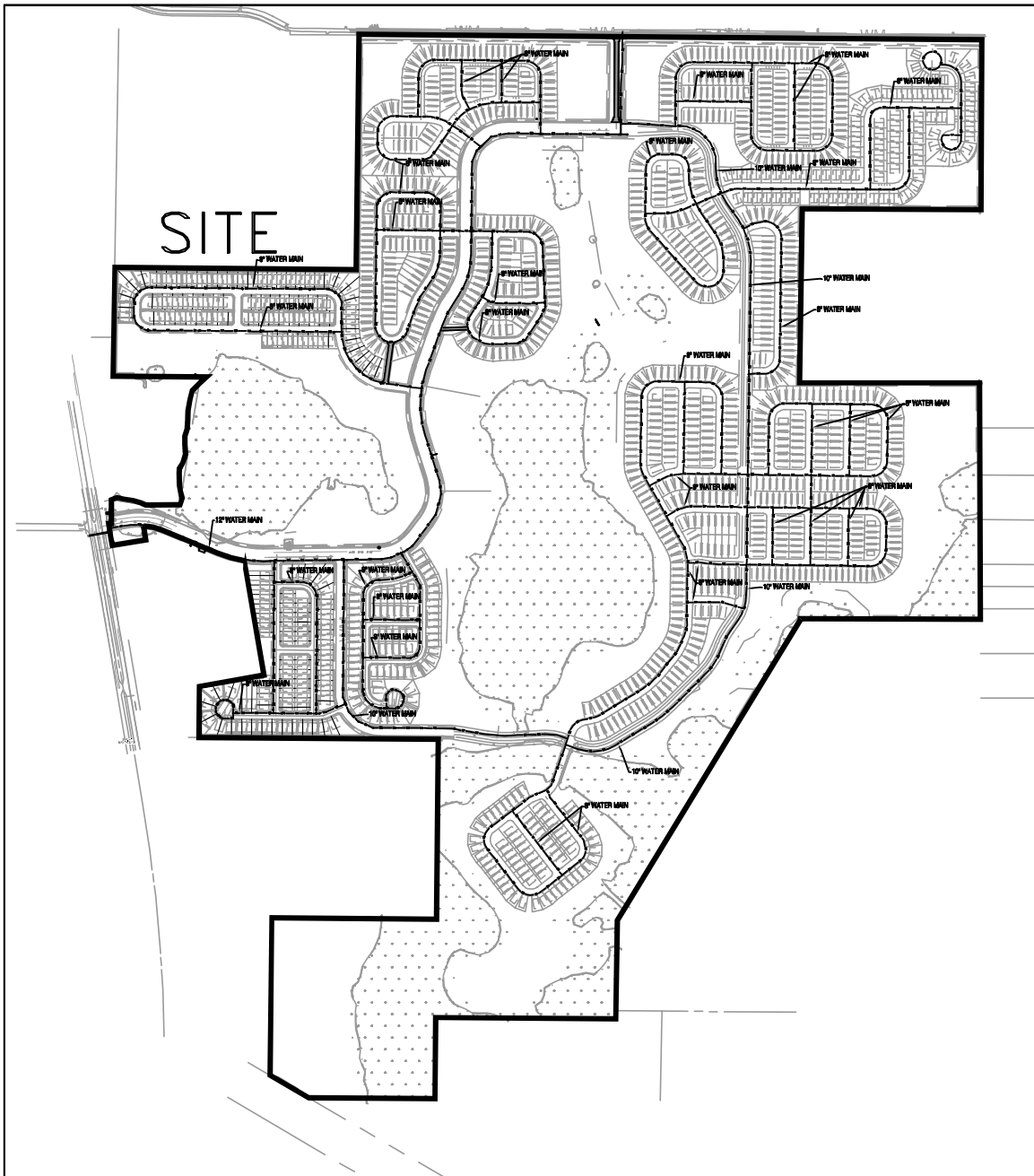
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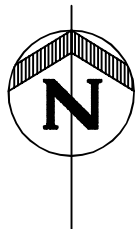
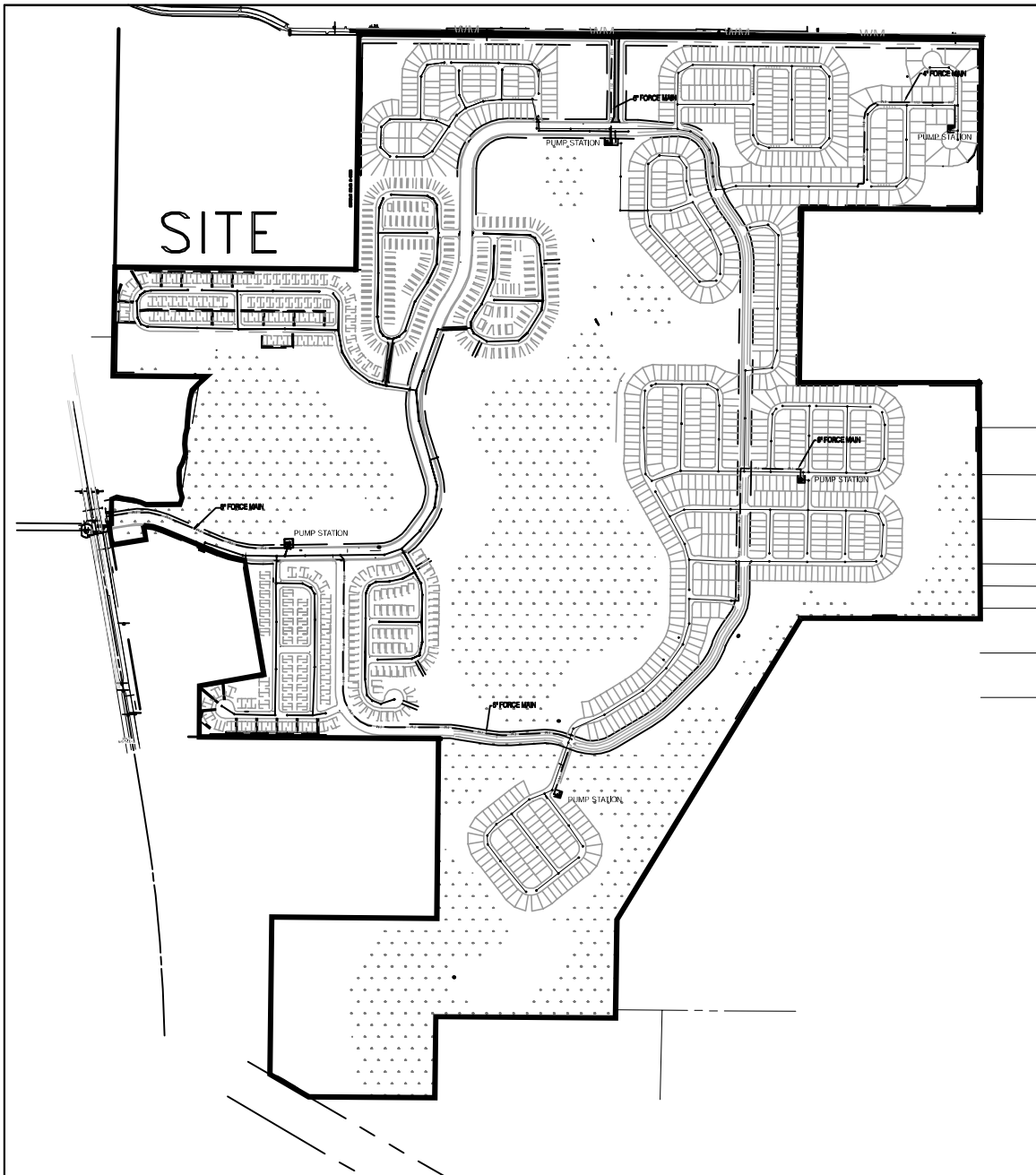
CDD
EXISTING UTILITY MAP





CDD
**WATER DISTRIBUTION
 SYSTEM**

HALFF®
 902 North Sinclair Ave.
 Tavares, Florida 32778
 Office: 352.343.8481
 Fax: 352.343.8485
 Certificate of Authorization Number: 33380



CDD
**SANITARY SEWER
 COLLECTION SYSTEM**



HALFF®

902 North Sinclair Ave.
 Tavares, Florida 32778

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 Fax: 352.343.8485

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Proposed Facilities & Estimated Cost (Phase I)						
Improvement	Estimated Cost	Construction Entity	Final Owner	Start Date	# of days	End Date
Stormwater Management						
System/Grading	\$21,427,132.50	CDD	CDD	6/1/2024	214	1/1/2025
Roadways (Internal)	\$7,440,706.25	CDD	City	1/1/2025	89	3/31/2025
Water & Wastewater Systems						
	\$7,607,977.00	CDD	City	3/31/2025	114	7/23/2025
Hardscape/Landscape/Irrigation						
	\$3,797,735.50	CDD	CDD	7/23/2025	76	10/7/2025
Amenities/Parks/Recreation						
	\$5,000,000.00	CDD	CDD	3/31/2025	180	9/27/2025
Conservation Areas/Mitigation						
	\$600,000.00	CDD	CDD	n/a	n/a	n/a
Offsite Improvements						
	\$555,289.60	CDD	City/FDOT	1/1/2025	90	4/1/2025
Professional Services						
	\$3,714,307.27	n/a	n/a			
Contingency						
	\$5,014,314.81	n/a	n/a			
Total	\$55,157,462.93					10/7/2025

Proposed Facilities & Estimated Cost (Phase II & III)						
Improvement	Estimated Cost	Construction Entity	Final Owner	Start Date	# of days	End Date
Stormwater Management System	\$40,460,388.73	CDD	CDD	10/7/2025	405	11/15/2026
Roadways (Internal)	\$14,050,127.77	CDD	City	11/15/2026	169	5/3/2027
Water & Wastewater Systems	\$14,365,974.62	CDD	City	5/3/2027	215	12/4/2027
Hardscape/Landscape/Irrigation	\$7,171,182.36	CDD	CDD	12/4/2027	143	4/26/2028
Amenities/Parks/Recreation	n/a	CDD	CDD			
Conservation Areas/Mitigation	n/a	CDD	CDD			
Offsite Roadway Improvements	\$300,000.00	CDD	County	5/3/2027	90	8/1/2027
Professional Services	\$6,107,813.88					
Contingency	\$8,245,548.74					
Total	\$90,701,036.09					4/26/2028

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Grace Key Groves

COMMUNITY DEVELOPMENT DISTRICT

Statement of Estimated Regulatory Costs

March 5, 2024



Provided by

Wrathell, Hunt and Associates, LLC

2300 Glades Road, Suite 410W

Boca Raton, FL 33431

Phone: 561-571-0010

Fax: 561-571-0013

Website: www.whhassociates.com

STATEMENT OF ESTIMATED REGULATORY COSTS

1.0 Introduction

1.1 Purpose and Scope

This Statement of Estimated Regulatory Costs ("SERC") supports the petition to establish the Grace Key Groves Community Development District ("District") in accordance with the "Uniform Community Development District Act of 1980," Chapter 190, Florida Statutes (the "Act"). The proposed District will comprise approximately 691.30 +/- acres of land located within the City of Leesburg, Lake County, Florida (the "City") and is projected to contain approximately 1,577 residential dwelling units, which will make up the Grace Key Groves development ("Project"). The limitations on the scope of this SERC are explicitly set forth in Section 190.002(2)(d), Florida Statutes ("F.S.") (governing the District establishment) as follows:

"That the process of establishing such a district pursuant to uniform general law be fair and based only on factors material to managing and financing the service delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant" (emphasis added).

1.2 Overview of the Grace Key Groves Community Development District

The District is designed to provide public infrastructure, services, and facilities, along with operation and maintenance of the same, to a master planned residential development currently anticipated to contain a total of approximately 1,577 residential dwelling units. Tables 1 and 2 under Section 5.0 detail the improvements and ownership/maintenance responsibilities the proposed District is anticipated to construct, operate and maintain.

A community development district ("CDD") is an independent unit of special purpose local government authorized by the Act to plan, finance, construct, operate and maintain community-wide infrastructure in planned community developments. CDDs provide a "solution to the state's planning, management and financing needs for delivery of capital infrastructure in order to service projected growth without overburdening other governments and their taxpayers." Section 190.002(1)(a), F.S.

A CDD is not a substitute for the local, general purpose government unit, i.e., the city or county in which the CDD lies. A CDD does not have the permitting, zoning or policing powers possessed by general purpose governments. A CDD is an alternative means of financing, constructing, operating and maintaining public infrastructure for developments, such as Grace Key Groves.

1.3 Requirements for Statement of Estimated Regulatory Costs

Section 120.541(2), F.S., defines the elements a statement of estimated regulatory costs must contain:

(a) An economic analysis showing whether the rule directly or indirectly:

1. Is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the

implementation of the rule;

2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the rule; or

3. Is likely to increase regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the rule.

(b) A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

(c) A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state or local revenues.

(d) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local government entities, required to comply with the requirements of the rule. As used in this section, "transactional costs" are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, the cost of monitoring and reporting, and any other costs necessary to comply with the rule.

(e) An analysis of the impact on small businesses as defined by s. 288.703, and an analysis of the impact on small counties and small cities as defined in s. 120.52. The impact analysis for small businesses must include the basis for the agency's decision not to implement alternatives that would reduce adverse impacts on small businesses. (The City of Leesburg, according to Census 2020, has a population of 27,000; therefore, it is not defined as a small city for the purposes of this requirement.)

(f) Any additional information that the agency determines may be useful.

(g) In the statement or revised statement, whichever applies, a description of any regulatory alternatives submitted under paragraph (1)(a) and a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

Note: the references to "rule" in the statutory requirements for the Statement of Estimated Regulatory Costs also apply to an "ordinance" under section 190.005(2)(a), F.S.

- 2.0 An economic analysis showing whether the ordinance directly or indirectly:**
- 1. Is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance;**
 - 2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance; or**
 - 3. Is likely to increase regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance.**

The ordinance establishing the District is not anticipated to have any direct or indirect adverse impact on economic growth, private sector job creation or employment, private sector investment, business competitiveness, ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation. Any increases in regulatory costs, principally the anticipated increases in transactional costs as a result of imposition of special assessments by the District will be the direct result of facilities and services provided by the District to the landowners within the District. However, as property ownership in the District is voluntary and all additional costs will be disclosed to prospective buyers prior to sale, such increases should be considered voluntary, self-imposed and offset by benefits received from the infrastructure and services provided by the District.

2.1 Impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance.

The purpose for establishment of the District is to provide public facilities and services to support the development of a new, master planned residential development. The development of the approximately 691.30 +/- acres anticipated to be within the District will promote local economic activity, create local value, lead to local private sector investment and is likely to result in local private sector employment and/or local job creation.

Establishment of the District will allow a systematic method to plan, fund, implement, operate and maintain, for the benefit of the landowners within the District, various public facilities and services. Such facilities and services, as further described in Section 5, will allow for the development of the land within the District. The provision of District's infrastructure and the subsequent development of land will generate private economic activity, economic growth, investment and employment, and job creation. The District intends to use proceeds of indebtedness to fund construction of public infrastructure, which will be constructed by private firms, and once constructed, is likely to use private firms to operate and maintain such infrastructure and provide services to the landowners and residents of the District. The private developer of the land in the District will use its private funds to conduct the private land development and construction of an anticipated approximately 1,577 residential dwelling units, the construction, sale, and continued use/maintenance of which will involve private firms. While similar economic growth, private sector job creation or employment, or private sector investment could be achieved in absence of the District by the private sector alone, the fact that the establishment of the District is initiated by the private developer means that the private developer considers the establishment and continued operation of the District as beneficial to the process of land development and the future economic activity taking place within the District, which in turn will lead directly or indirectly to economic growth, likely private sector job growth and/or support private

sector employment, and private sector investments.

2.2 Impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance.

When assessing the question of whether the establishment of the District is likely to directly or indirectly have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation, one has to compare these factors in the presence and in the absence of the District in the development. When the question is phrased in this manner, it can be surmised that the establishment of the District is likely to not have a direct or indirect adverse impact on business competitiveness, productivity, or innovation versus that same development without the District. Similar to a purely private solution, District contracts will be bid competitively as to achieve the lowest cost/best value for the particular infrastructure or services desired by the landowners, which will ensure that contractors wishing to bid for such contracts will have to demonstrate to the District the most optimal mix of cost, productivity and innovation. Additionally, the establishment of the District for the development is not likely to cause the award of the contracts to favor non-local providers any more than if there was no District. The District, in its purchasing decisions, will not vary from the same principles of cost, productivity and innovation that guide private enterprise.

2.3 Likelihood of an increase in regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance.

The establishment of the District will not increase any regulatory costs of the State by virtue that the District will be one of many already existing similar districts within the State. As described in more detail in Section 4, the proposed District will pay a one-time filing fee to the City to offset any expenses that the City may incur in holding a local public hearing on the petition. Similarly, the proposed District will pay annually the required Special District Filing Fee, which fee is meant to offset any State costs related to its oversight of all special districts in the State.

The establishment of the District will, however, directly increase regulatory costs to the landowners within the District. Such increases in regulatory costs, principally the anticipated increases in transactional costs as a result of likely imposition of special assessments and use fees by the District, will be the direct result of facilities and services provided by the District to the landowners within the District. However, as property ownership in the District is completely voluntary, all current property owners must consent to the establishment of the District and all initial prospective buyers will have such additional transaction costs disclosed to them prior to sale, as required by State law. Such costs, however, should be considered voluntary, self-imposed, and as a tradeoff for the enhanced service and facilities provided by the District.

The District will incur overall operational costs related to services for infrastructure maintenance, landscaping, amenity operation and similar items. In the initial stages of development, the costs will likely be minimized. These operating costs will be funded by the landowners through direct funding agreements or special assessments levied by the District. Similarly, the District may incur costs associated with the issuance and repayment of special assessment revenue bonds. While these costs in the aggregate may approach the stated threshold over a five-year period, this would not be unusual for a Project of this nature and the infrastructure and services proposed to be provided by the District will

be needed to serve the Project regardless of the existence of the District. Thus, the District-related costs are not additional development costs. Due to the relatively low cost of financing available to CDDs, due to the tax-exempt nature of CDD debt, certain improvements can be provided more efficiently by the District than by alternative entities. Furthermore, it is important to remember that such costs would be funded through special assessments paid by landowners within the District, and would not be a burden on the taxpayers outside the District nor can the District debt be a debt of the City or the State.

3.0 A good faith estimate of the number of individuals and entities likely to be required to comply with the ordinance, together with a general description of the types of individuals likely to be affected by the ordinance.

The individuals and entities likely to be required to comply with the ordinance or affected by the proposed action (i.e., adoption of the ordinance) can be categorized, as follows: 1) The State of Florida and its residents, 2) The City of Leesburg and its residents, 3) current property owners, and 4) future property owners.

a. The State of Florida

The State of Florida and its residents and general population will not incur any compliance costs related to the establishment and on-going administration of the District, and will only be affected to the extent that the State incurs those nominal administrative costs outlined herein. The cost of any additional administrative services provided by the State as a result of this project will be incurred whether the infrastructure is financed through a CDD or any alternative financing method.

b. The City of Leesburg, Florida

The City and its residents not residing within the boundaries of the District will not incur any compliance costs related to the establishment and on-going administration of the District other than any one-time administrative costs outlined herein, which will be offset by the filing fee submitted to the City. Once the District is established, these residents will not be affected by adoption of the ordinance. The cost of any additional administrative services provided by the City as a result of this development will be incurred whether the infrastructure is financed through the District or any alternative financing method.

c. Current Property Owners

The current property owners of the lands within the proposed District boundaries will be affected to the extent that the District allocates debt for the construction of infrastructure and undertakes operation and maintenance responsibility for that infrastructure.

d. Future Property Owners

The future property owners are those who will own property in the proposed District. These future property owners will be affected to the extent that the District allocates debt for the construction of infrastructure and undertakes operation and maintenance responsibility for that infrastructure.

The proposed District will serve land that comprises an approximately 691.30 +/- acre master planned residential development currently anticipated to contain a total of approximately 1,577 residential

dwelling units, although the development plan can change. Assuming an average density of 3.5 persons per residential dwelling unit, the estimated residential population of the proposed District at build out would be approximately 1,206 +/- and all of these residents as well as the landowners within the District will be affected by the ordinance. The City, the proposed District and certain state agencies will also be affected by or required to comply with the ordinance as more fully discussed hereafter.

4.0 A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed ordinance, and any anticipated effect on state or local revenues.

The City is establishing the District by ordinance in accordance with the Act and, therefore, there is no anticipated effect on state or local revenues.

4.1 Costs to Governmental Agencies of Implementing and Enforcing Ordinance

Because the result of adopting the ordinance is the establishment of an independent local special purpose government, there will be no significant enforcing responsibilities of any other government entity, but there will be various implementing responsibilities which are identified with their costs herein.

State Governmental Entities

The cost to state entities to review or enforce the proposed ordinance will be very modest. The District comprises less than 2,500 acres and is located within the boundaries of The City of Leesburg. Therefore, the City (and not the Florida Land and Water Adjudicatory Commission) will review and act upon the Petition to establish the District, in accordance with Section 190.005(2), F.S. There are minimal additional ongoing costs to various state entities to implement and enforce the proposed ordinance. The costs to various state entities to implement and enforce the proposed ordinance relate strictly to the receipt and processing of various reports that the District is required to file with the State and its various entities. Appendix A lists the reporting requirements. The costs to those state agencies that will receive and process the District's reports are minimal because the District is only one of many governmental units that are required to submit the various reports. Therefore, the marginal cost of processing one additional set of reports is inconsequential. Additionally, pursuant to section 189.064, F.S., the District must pay an annual fee to the State of Florida Department of Economic Opportunity which offsets such costs.

City of Leesburg, Florida

The proposed land for the District is located within The City of Leesburg, Florida and consists of less than 2,500 acres. The City and its staff may process, analyze, conduct a public hearing, and vote upon the petition to establish the District. These activities will absorb some resources; however, these costs incurred by the City will be modest for a number of reasons. First, review of the petition to establish the District does not include analysis of the project itself. Second, the petition itself provides most, if not all, of the information needed for a staff review. Third, the City already possesses the staff needed to conduct the review without the need for new staff. Fourth, there is no capital required to review the petition. Fifth, the potential costs are offset by a filing fee included with the petition to offset any expenses the City may incur in the processing of this petition. Finally, the City already processes similar petitions, though for entirely different subjects, for land uses and zoning changes that are far more complex than the petition to establish a community development district.

The annual costs to the City, because of the establishment of the District, are also very small. The District is an independent unit of local government. The only annual costs the City faces are the minimal costs of receiving and reviewing the reports that the District is required to provide to the City, or any monitoring expenses the City may incur if it establishes a monitoring program for governmental entities.

4.2 Impact on State and Local Revenues

Adoption of the proposed ordinance will have no negative impact on state or local revenues. A CDD is an independent unit of local government. It is designed to provide infrastructure facilities and services to serve the development project and it has its own sources of revenue. No state or local subsidies are required or expected.

Any non-ad valorem assessments levied by the District will not count against any millage caps imposed on other taxing authorities providing services to the lands within the District. It is also important to note that any debt obligations the District may incur are not debts of the State of Florida or any other unit of local government, including the City. By Florida law, debts of the District are strictly its own responsibility.

5.0 A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local government entities, required to comply with the requirements of the ordinance.

Table 1 provides an outline of the various facilities and services the proposed District may provide. Financing for these facilities is projected to be provided by the District.

Table 2 illustrates the estimated costs of construction of the capital facilities, outlined in Table 1. Total costs of construction for those facilities that may be provided are estimated to be approximately \$145,858,499.03. The District may levy non-ad valorem special assessments (by a variety of names) and may issue special assessment bonds to fund the costs of these facilities. These bonds would be repaid through non-ad valorem special assessments levied on all developable properties in the District that may benefit from the District's infrastructure program as outlined in Table 2.

Prospective future landowners in the proposed District may be required to pay non-ad valorem special assessments levied by the District to provide for facilities and secure any debt incurred through bond issuance. In addition to the levy of non-ad valorem special assessments which may be used for debt service, the District may also levy a non-ad valorem assessment to fund the operations and maintenance of the District and its facilities and services. However, purchasing a property within the District or locating in the District by new residents is completely voluntary, so, ultimately, all landowners and residents of the affected property choose to accept the non-ad valorem assessments as a tradeoff for the services and facilities that the District will provide. In addition, state law requires all assessments levied by the District to be disclosed by the initial seller to all prospective purchasers of property within the District.

Table 1

**GRACE KEY GROVES COMMUNITY DEVELOPMENT
DISTRICT
Proposed Facilities and Services**

FACILITY	FUNDED BY	OWNED BY	MAINTAINED BY
Stormwater Management System/ Grading	CDD	CDD	CDD
Roadways (Internal)	CDD	City	City
Water & Wastewater Systems	CDD	City	City
Hardscape/ Landscape/ Irrigation	CDD	CDD	CDD
Amenities/ Parks/ Recreation	CDD	CDD	CDD
Conservation Areas/ Mitigation	CDD	CDD	CDD
Offsite Roadway Improvements (Phase 1)	CDD	City/ FDOT	City/ FDOT
Offsite Roadway Improvements (Phases 2 and 3)	CDD	County	County

A CDD provides the property owners with an alternative mechanism of providing public services; however, special assessments and other impositions levied by the District and collected by law represent the transactional costs incurred by landowners as a result of the establishment of the District. Such transactional costs should be considered in terms of costs likely to be incurred under alternative public and private mechanisms of service provision, such as other independent special districts, the City or its dependent districts, or city management but financing with municipal service benefit units and municipal service taxing units, or private entities, all of which can be grouped into three major categories: public district, public other, and private.

Table 2

**GRACE KEY GROVES COMMUNITY DEVELOPMENT
DISTRICT
Estimated Costs of Construction**

CATEGORY	COST
Stormwater Management System/ Grading	\$61,887,521.23
Roadways (Internal)	\$21,490,834.02
Water & Wastewater Systems	\$21,973,951.62
Hardscape/ Landscape/ Irrigation	\$10,968,917.86
Amenities/ Parks/ Recreation	\$5,000,000.00
Conservation Areas/ Mitigation	\$600,000.00
Offsite Roadway Improvements (Phase 1)	\$555,289.60
Offsite Roadway Improvements (Phases 2 and 3)	\$300,000.00
Professional Services	\$9,822,121.15
Contingency	\$13,259,863.55
Total	\$145,858,499.03

With regard to the public services delivery, dependent and other independent special districts can be used to manage the provision of infrastructure and services, however, they are limited in the types of services they can provide, and likely it would be necessary to employ more than one district to provide all services needed by the development.

Other public entities, such as counties, are also capable of providing services, however, their costs in connection with the new services and infrastructure required by the new development and, transaction costs, would be borne by all taxpayers, unduly burdening existing taxpayers. Additionally, other public entities providing services would also be inconsistent with the State's policy of "growth paying for growth".

Lastly, services and improvements could be provided by private entities. However, their interests are primarily to earn short-term profits and there is no public accountability. The marginal benefits of tax-exempt financing utilizing CDDs would cause the CDD to utilize its lower transactional costs to enhance the quality of infrastructure and services.

In considering transactional costs of CDDs, it shall be noted that occupants of the lands to be included within the District will receive three major classes of benefits.

First, those residents in the District will receive a higher level of public services which in most instances will be sustained over longer periods of time than would otherwise be the case.

Second, a CDD is a mechanism for assuring that the public services will be completed concurrently with development of lands within the development. This satisfies the revised growth management legislation, and it assures that growth pays for itself without undue burden on other consumers. Establishment of the District will ensure that these landowners pay for the provision of facilities, services and improvements to these lands.

Third, a CDD is the sole form of local governance which is specifically established to provide CDD landowners with planning, construction, implementation and short and long-term maintenance of public infrastructure at sustained levels of service.

The cost impact on the ultimate landowners in the development is not the total cost for the District to provide infrastructure services and facilities. Instead, it is the incremental costs above, if applicable, what the landowners would have paid to install infrastructure via an alternative financing mechanism.

Consequently, a CDD provides property owners with the option of having higher levels of facilities and services financed through self-imposed revenue. The District is an alternative means to manage necessary development of infrastructure and services with related financing powers. District management is no more expensive, and often less expensive, than the alternatives of various public and private sources.

6.0 An analysis of the impact on small businesses as defined by Section 288.703, F.S., and an analysis of the impact on small counties and small cities as defined by Section 120.52, F.S.

There will be little impact on small businesses because of the establishment of the District. If anything, the impact may be positive because the District must competitively bid all of its contracts and competitively negotiate all of its contracts with consultants over statutory thresholds. This affords small businesses the opportunity to bid on District work.

The City of Leesburg has a population of 27,000 according to the Census 2020 conducted by the United States Census Bureau and is therefore not defined as a "small" city according to Section 120.52, F.S. It can be reasonably expected that the establishment of community development district for the Grace Key Groves development will not produce any marginal effects that would be different from those that would have occurred if the Grace Key Groves development was developed without a community development district established by the City.

7.0 Any additional useful information.

The analysis provided above is based on a straightforward application of economic theory, especially as it relates to tracking the incidence of regulatory costs and benefits. Inputs were received from the Petitioner's Engineer and other professionals associated with the Petitioner.

In relation to the question of whether the proposed Grace Key Groves Community Development District is the best possible alternative to provide public facilities and services to the project, there are several additional factors which bear importance. As an alternative to an independent district, the City could establish a dependent district for the area or establish an MSBU or MSTU. Either of these alternatives could finance the improvements contemplated in Tables 1 and 2 in a fashion similar to the proposed District.

There are a number of reasons why a dependent district is not the best alternative for providing public facilities and services to the Grace Key Groves development. First, unlike a CDD, this alternative would require the City to administer the project and its facilities and services. As a result, the costs for these services and facilities would not be directly and wholly attributed to the land directly benefiting from them, as the case would be with a CDD. Administering a project of the size and complexity of the development program anticipated for the Grace Key Groves development is a significant and expensive undertaking.

Second, a CDD is preferable from a government accountability perspective. With a CDD, residents and landowners in the District would have a focused unit of government ultimately under their direct control. The CDD can then be more responsive to resident needs without disrupting other city responsibilities. By contrast, if the City were to establish and administer a dependent special district, then the residents and landowners of the Grace Key Groves development would take their grievances and desires to the City Commission meetings.

Third, any debt of an independent CDD is strictly that CDD's responsibility. While it may be technically true that the debt of a city-established, dependent special district is not strictly the City's responsibility, any financial problems that a dependent special district may have may reflect on the City. This will not be the case if a CDD is established.

Another alternative to a CDD would be for a Property Owners' Association (POA) to provide the infrastructure as well as operations and maintenance of public facilities and services. A CDD is superior to a POA for a variety of reasons. First, unlike a POA, a CDD can obtain low-cost financing from the municipal capital market. Second, as a government entity a CDD can impose and collect its assessments along with other property taxes on the City's real estate tax bill. Therefore, the District is far more assured of obtaining its needed funds than is a POA. Third, the proposed District is a unit of local government. This provides a higher level of transparency, oversight and accountability and the CDD has the ability to enter into interlocal agreements with other units of government.

8.0 A description of any regulatory alternatives submitted under section 120.541(1)(a), F.S., and a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed ordinance.

No written proposal, statement adopting an alternative or statement of the reasons for rejecting an alternative have been submitted.

Based upon the information provided herein, this Statement of Estimated Regulatory Costs supports the petition to establish the Grace Key Groves Community Development District.

APPENDIX A
LIST OF REPORTING REQUIREMENTS

REPORT	FL. STATUE CITATION	DATE
Annual Financial Audit	190.008/218.39	9 months after end of Fiscal Year
Annual Financial Report	190.008/218.32	45 days after the completion of the Annual Financial Audit but no more than 9 months after end of Fiscal Year
TRIM Compliance Report	200.068	no later than 30 days following the adoption of the property tax levy ordinance/resolution (if levying property taxes)
Form 1 - Statement of Financial Interest	112.3145	within 30 days of accepting the appointment, then every year thereafter by 7/1 (by "local officers" appointed to special district's board); during the qualifying period, then every year thereafter by 7/1 (by "local officers" elected to special district's board)
Public Facilities Report	189.08	within one year of special district's creation; then annual notice of any changes; and updated report every 7 years, 12 months prior to submission of local government's evaluation and appraisal report
Public Meetings Schedule	189.015	quarterly, semiannually, or annually
Bond Report	218.38	when issued; within 120 days after delivery of bonds
Registered Agent	189.014	within 30 days after first meeting of governing board
Proposed Budget	190.008	annually by June 15
Adopted Budget	190.008	annually by October 1
Public Depositor Report	280.17	annually by November 30
Notice of Establishment	190.0485	within 30 days after the effective date of an ordinance establishing the District
Notice of Public Financing	190.009	file disclosure documents in the property records of the City after financing

8

AUTHORIZATION OF AGENT

This letter shall serve as a designation of Jere Earlywine of Kutak Rock LLP, to act as agent for Petitioner, Kolter Group Acquisitions LLC, with regard to any and all matters pertaining to the Petition to the City Commission of the City of Leesburg, Florida, to Establish the Grace Key Groves Community Development District pursuant to the "Uniform Community Development District Act of 1980," Chapter 190, *Florida Statutes*, Section 190.156(1), *Florida Statutes*. This authorization shall remain in effect until revoked in writing.

Witnessed:


Print Name: Dana Rhodes

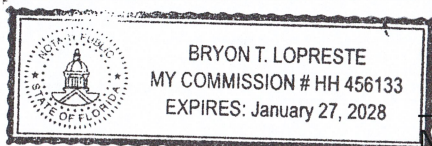

Print Name: Bryon T. LoPrete

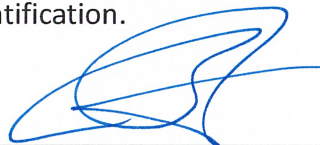
**KOLTER GROUP ACQUISITIONS LLC
PETITIONER**


By: Troy E. Simpson
Its: Authorized Signatory

**STATE OF FLORIDA
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 29th day of April, 2024, by Troy E. Simpson, as Authorized Signatory of Kolter Group Acquisitions LLC, on its behalf. He ☒ is personally known to me or ☐ produced _____ as identification.





Notary Public, State of Florida

NOTICE OF PUBLIC HEARING
By the City Commission for the City of Leesburg, Florida
to Consider a Petition to Establish the
Grace Key Groves Community Development District

DATE: **May 13, 2024 (First Reading)**
 July 22, 2024 (Second Reading/Public Hearing)

TIME: **5:30 P.M.**

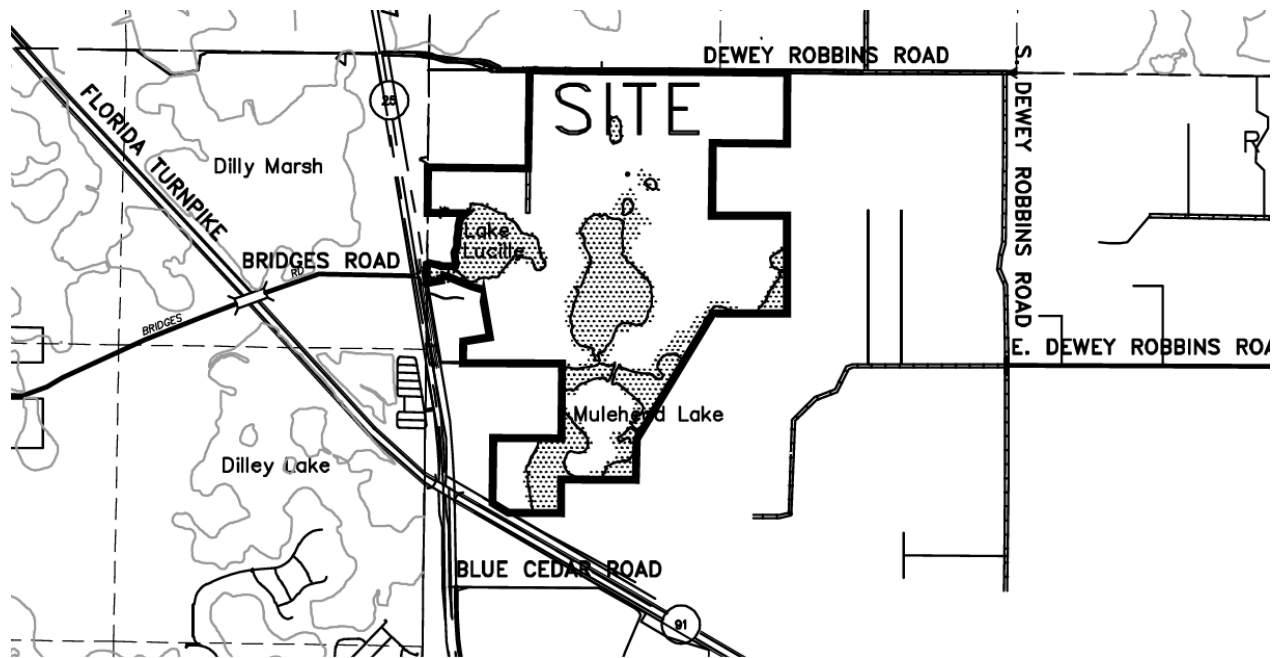
LOCATION: **City Hall, Third Floor Commission Chambers**
 501 West Meadow Street
 Leesburg, Florida 34748

In compliance with the provisions of Chapter 190, Florida Statutes, a public hearing will be held by the City Commission for the City of Leesburg, Florida, to consider an ordinance to grant a petition to establish the Grace Key Groves Community Development District ("District"). The proposed District is comprised of approximately 691.30 acres, more or less, generally located south of Dewey Robbins Road, east of US Highway 27, west of South Dewey Robbins Road and north of Blue Cedar Road. The petitioner has proposed to establish the District to plan, finance, acquire, construct, operate and maintain infrastructure and community facilities which may be authorized by such District under Florida law, including but not limited to, earthwork, roadways, stormwater management, utilities (water, reclaimed & wastewater), hardscape/landscape/irrigation, streetlight/undergrounding of conduit, trails & amenities, and other infrastructure.

Copies of the petition and the proposed ordinance are open to public inspection at the City Clerk's Office, 501 West Meadow Street, Leesburg, Florida 34748, during regular business hours. For more information, call (352)728-9786.

All interested persons and affected units of general-purpose government shall be given an opportunity to appear at the hearing and present oral or written comments on the petition. Any persons or affected unit of general-purpose local government, who wish to appeal any decision made by the Board with respect to any matter considered at this public hearing will need a record of the proceedings. For that purpose the person or unit of general-purpose local government may need to insure that a verbatim record of the proceedings is made that includes the testimony and evidence upon which the appeal is to be based.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Within five working days of receipt of this notice, please contact the ADA Coordinator, at (352)728-9786, ext. 1210, or at City Hall, 501 West Meadow Street, Leesburg, Florida 34748.



PUBLISH: JUNE 27, JULY 4, JULY 11, JULY 18

PUBLICATION REQUIREMENT UNDER S. 190.005(1)(d), F.S.: "The petitioner shall cause a notice of the hearing to be published in a newspaper at least once a week for the 4 successive weeks immediately prior to the hearing."

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.7.

Meeting Date: July 22, 2024

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 2.4 +/- acres from General Commercial to Low Density Residential, for a property generally located north of Hill Street and east of Penn Street, lying in Section 22, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Penn Street Habitat SSCP)

Staff Recommendation:

The Planning & Zoning Staff and the Planning Commission recommend approval of the proposed small-scale comp plan amendment of the City's Future Land Use Map on 2.4 +/- acres from General Commercial to Low Density Residential.

Analysis:

The project site is approximately 2.4 acres. The property is generally located north of Hill Street and east of Penn Street. Currently, the property is undeveloped acreage. The proposed use is 8 single-family residences. The surrounding Future Land Use Map designations of City General Commercial and Low Density Residential are compatible, as conditioned in the SPUD zoning, with the proposed future land use designation of Low Density Residential. The proposed zoning designation of City SPUD (Small Planned Unit Development) will provide for development that is consistent with the City's adopted Growth Management Plan and would allow an appropriate use for the property.

The Planning Commission held a public hearing on the application on June 20, 2024, and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the requested small-scale comprehensive plan amendment from General Commercial to Low Density Residential; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

Future development of the property will increase this anticipated impact from collection of impact fees, ad valorem taxes and utility charges.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY CONTAINING 2.4 +/- ACRES FROM GENERAL COMMERCIAL TO LOW DENSITY RESIDENTIAL, FOR A PROPERTY GENERALLY LOCATED NORTH OF HILL STREET AND EAST OF PENN STREET, LYING IN SECTION 22, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (PENN STREET HABITAT SSCP)

WHEREAS, the City Commission has received 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 2.4 acres of land generally located north of Hill Street and east of Penn Street, from General Commercial to Low Density Residential, as shown on the revised map of said area, lying in Section 22, Township 19 South, Range 24 East, Lake County, Florida;

Section 2.

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

Section 3.

This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 22nd day of July 2024.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Penn Street Habitat -- North of Hill Street and east of Penn Street
SSCP-24-163; SPUD-24-175
AK#: 1773148
Legal Description Provided by Applicant on Warranty Deed
Monday, June 24, 2024

LEGAL DESCRIPTION

Parcel ID: 22-19-24-0001-000-00901

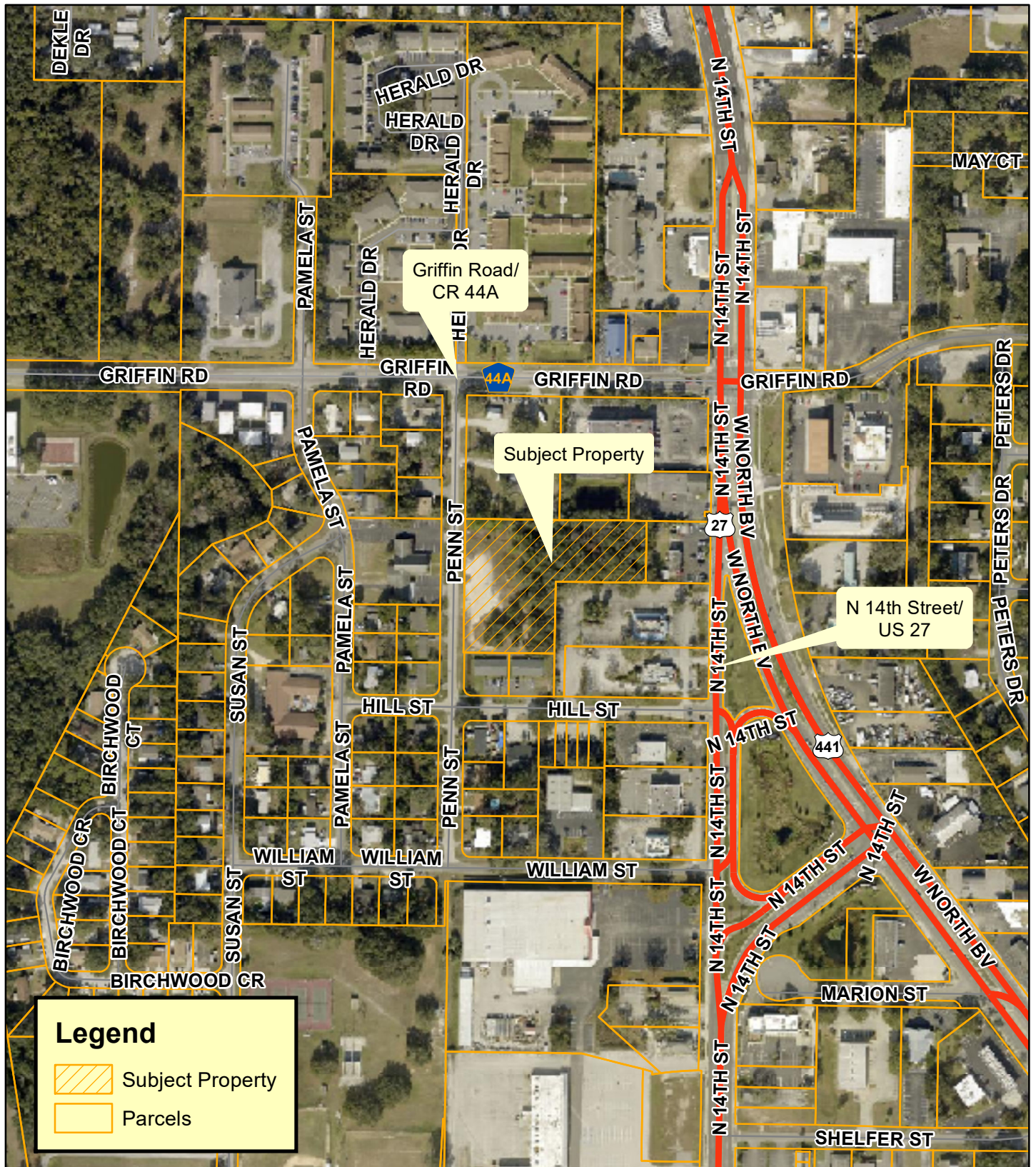
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PARCEL:

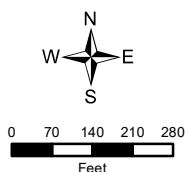
That part of the Northeast 1/4 of the Northeast 1/4 of Section 22, Township 19 South, Range 24 East, Lake County, Florida, described as follows:

Commencing at the intersection of the North Right-of-Way line of Hill Street, and the West Right-of-Way of U.S. Highway 27 as it now exists, run North 00°24'30" East along said West Right-of-Way of said U.S. Highway 27 a distance of 280.00 feet; thence departing said Right-of-Way, run North 89°46'20" West 156.00 feet to the point of beginning of this description; from said point of beginning, continue North 89°46'20" 219.00 feet; thence South 00°24'30" West 175.00 feet to the Northeast Corner of Lot 73 of Hilltop View Subdivision as recorded in Plat Book 14, Page 20, of the Public Records of Lake County, Florida; thence North 89°46'20" West along the North line of Lots 73 and 72 of said Hilltop View Subdivision, 217.40 feet to the East Right-of-Way line of Penn Street; thence North 00°24'30" East, along said East Right-of-Way, 325.00 feet; thence departing said Right-of-Way, run South 89°46'20" East, 436.40 feet; then South 00°24'30" West, 150.00 feet to the Point of Beginning. Subject to all Easements, Restrictions and Rights-of-Way of record, if any.

Extended Aerial

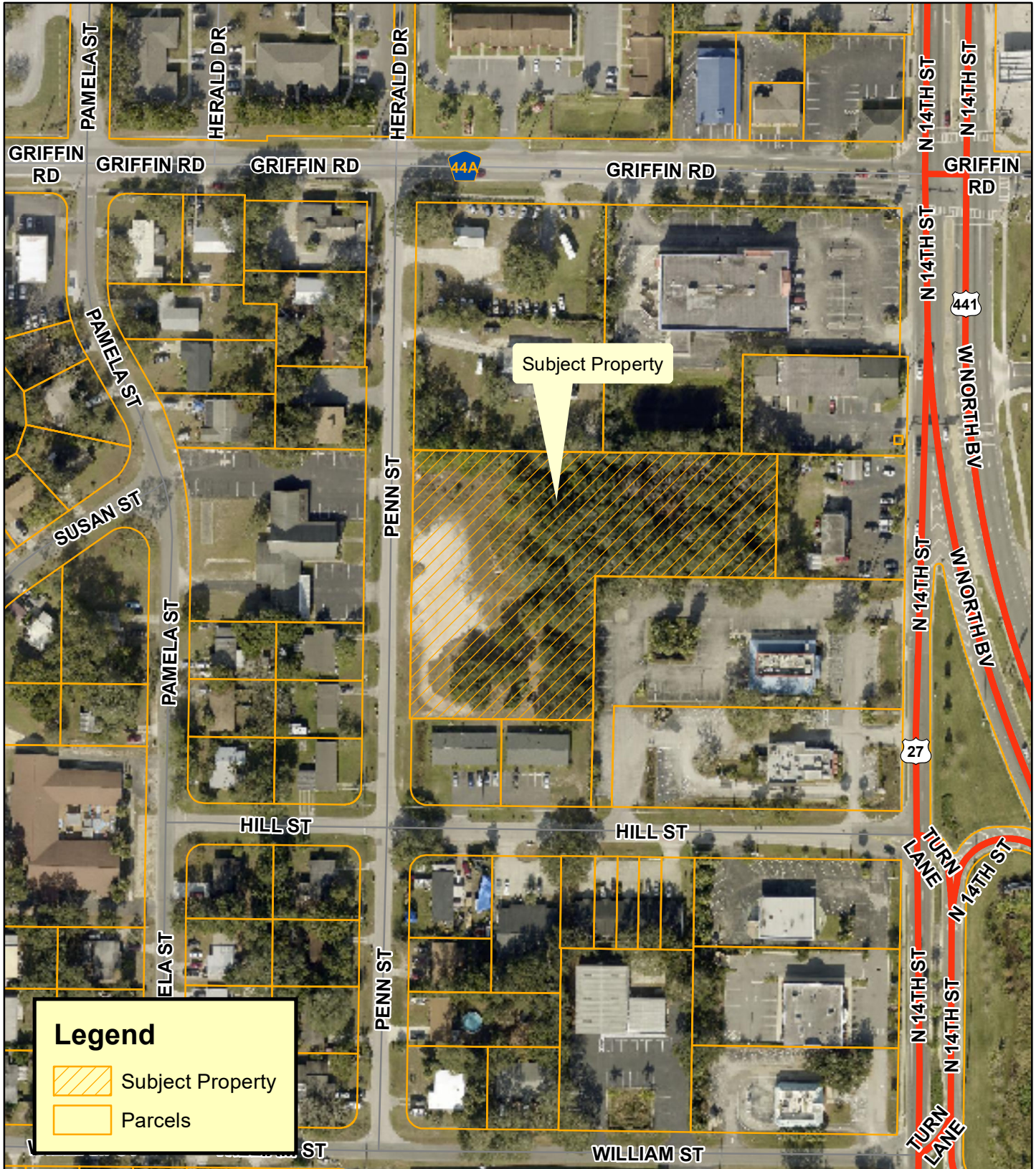


**Planning
& Zoning
Division**

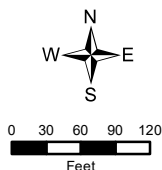


Penn Street Habitat
SSCP-24-163; SPUD-24-175
Alternate Key #: 1773148
Section 22, Township 19 South, Range 24 East
May 28, 2024

Aerial

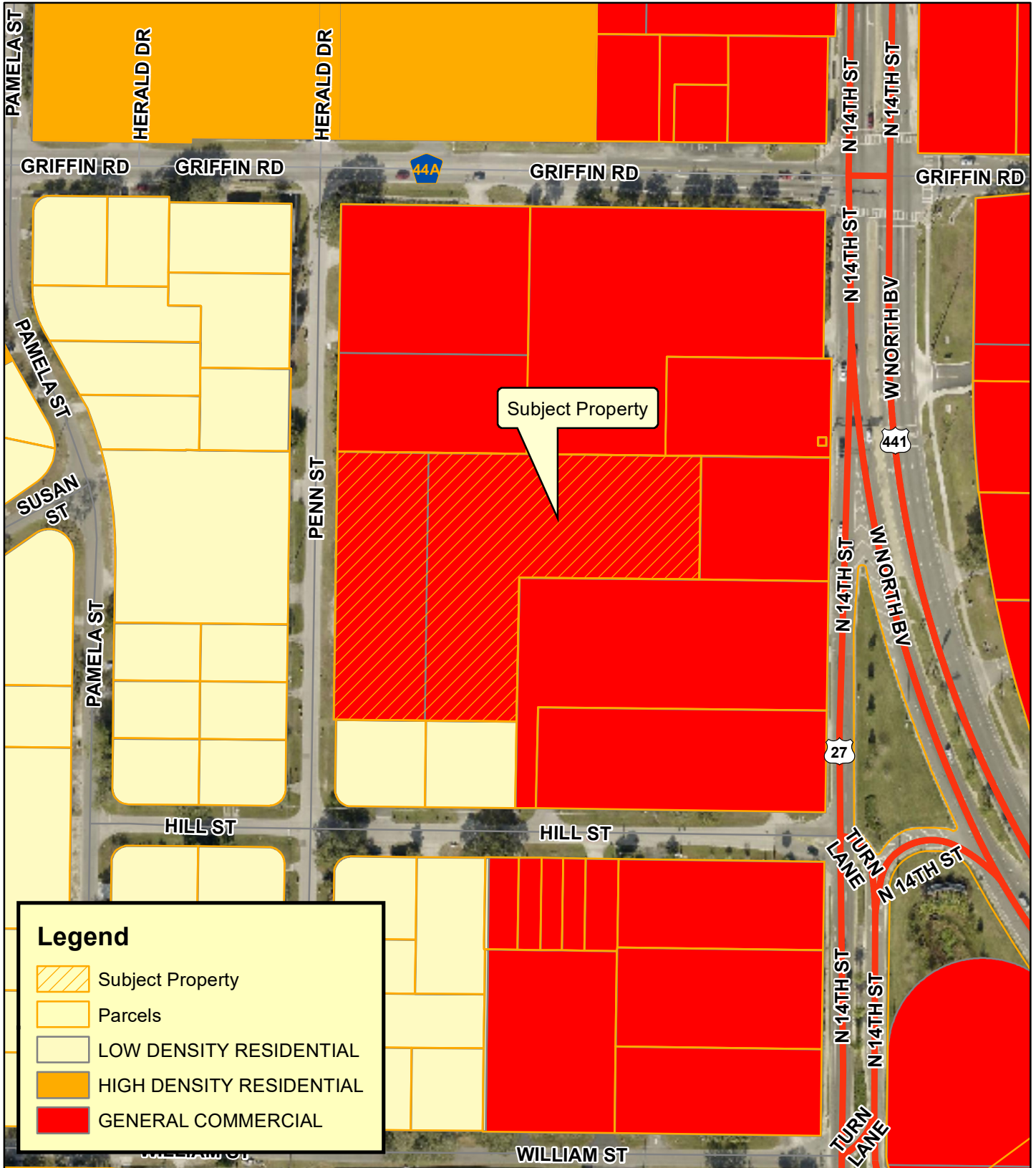


**Planning
& Zoning
Division**

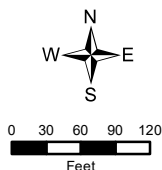


Penn Street Habitat
SSCP-24-163; SPUD-24-175
Alternate Key #: 1773148
Section 22, Township 19 South, Range 24 East
May 28, 2024

Future Land Use

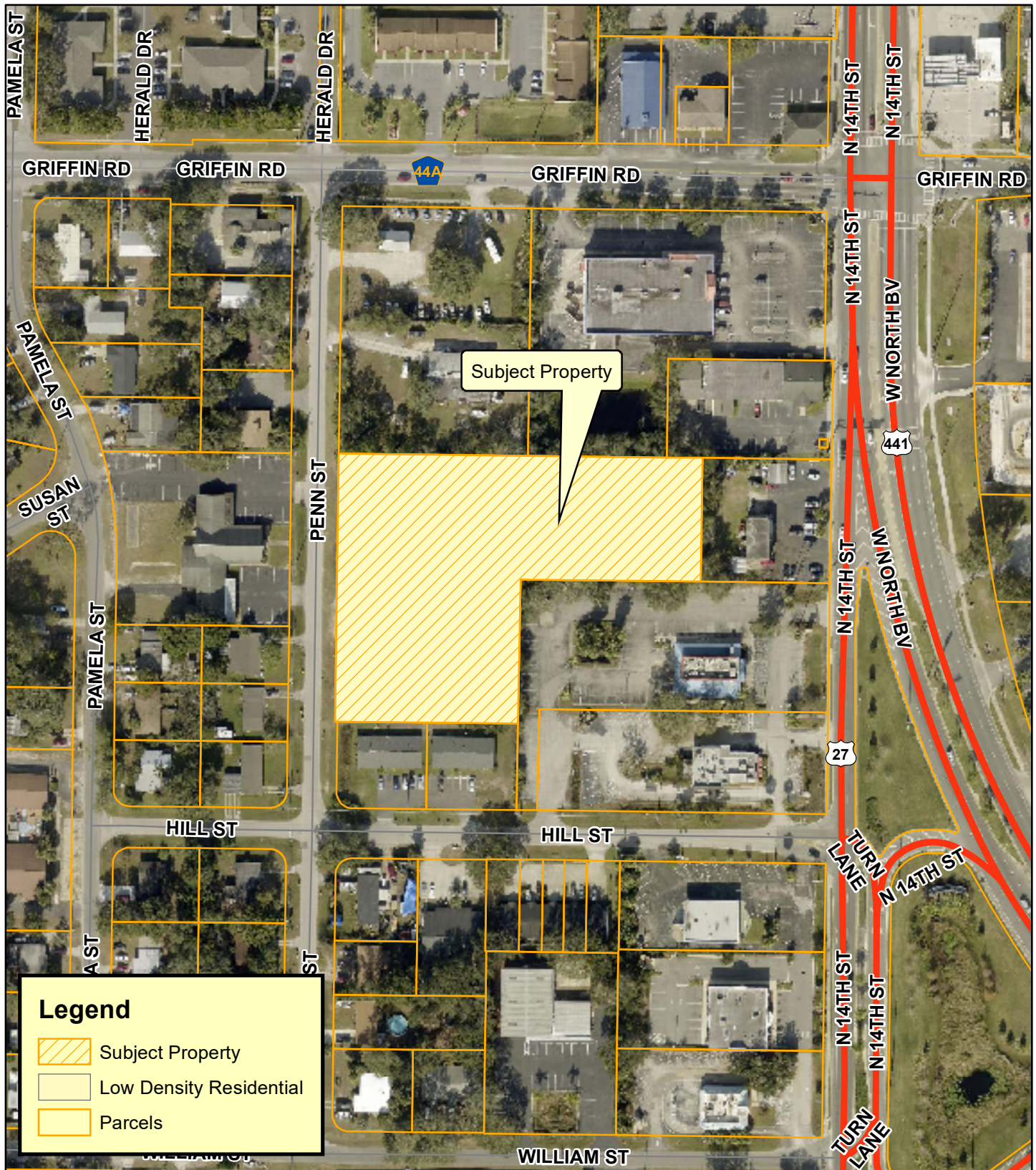


**Planning
& Zoning
Division**

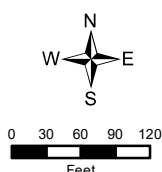


Penn Street Habitat
SSCP-24-163; SPUD-24-175
Alternate Key #: 1773148
Section 22, Township 19 South, Range 24 East
May 28, 2024

Proposed Future Land Use

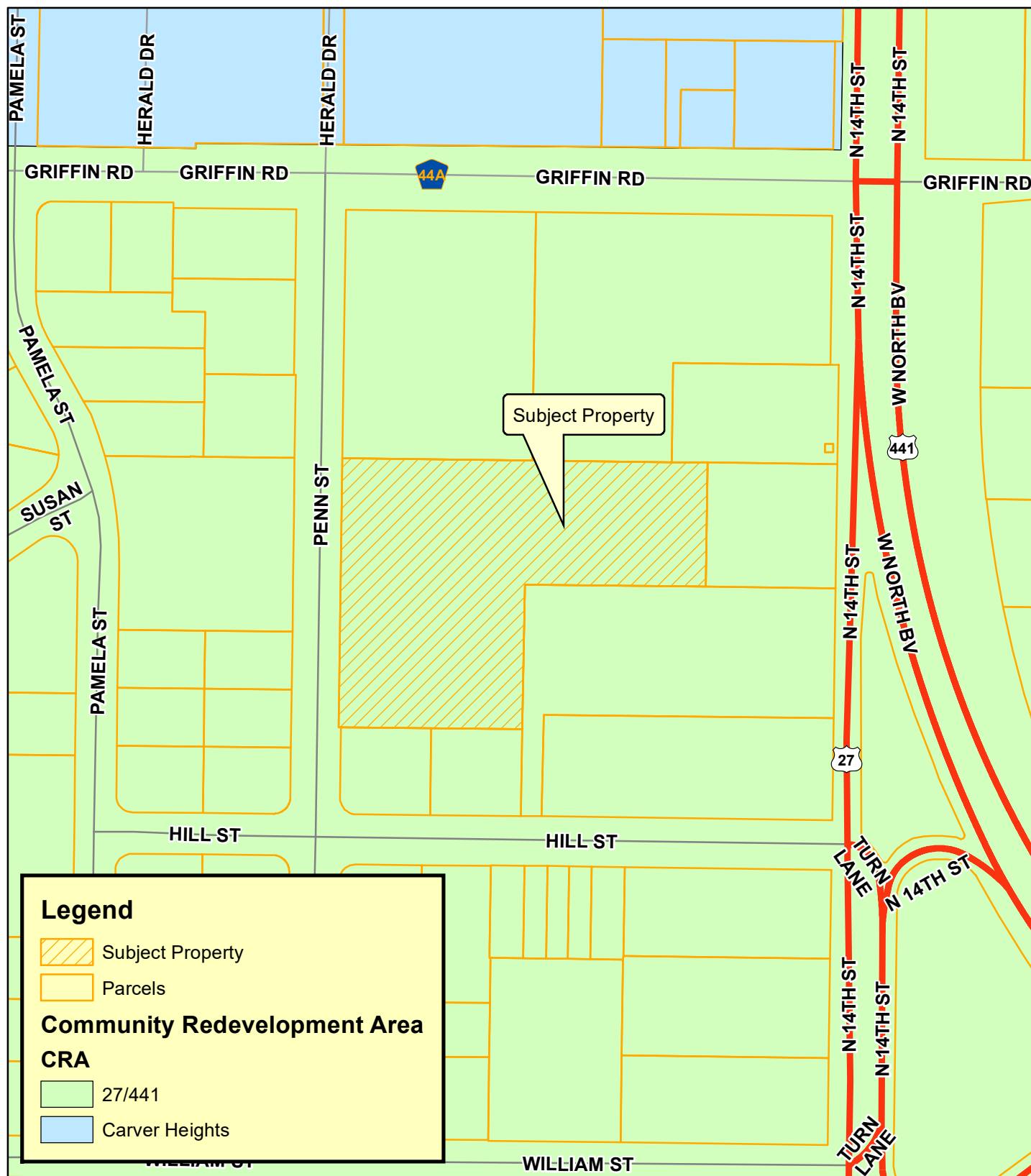


**Planning
& Zoning
Division**

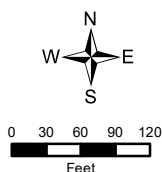


Penn Street Habitat
SSCP-24-163; SPUD-24-175
Alternate Key #: 1773148
Section 22, Township 19 South, Range 24 East
May 28, 2024

Community Redevelopment Area



Planning & Zoning Division



Penn Street Habitat
SSCP-24-163; SPUD-24-175
Alternate Key #: 1773148
Section 22, Township 19 South, Range 24 East
May 28, 2024



Close up of Sign on Property from Penn Street.



Looking north along Penn Street.



Looking east into the property across Penn Street.



Looking south along Penn Street.



Looking west across Penn Street.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.8.

Meeting Date: July 22, 2024

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 2.4 +/- acres from C-3 (Highway Commercial) to City of Leesburg SPUD (Small Planned Unit Development) to allow for 8 single-family residences on a property generally located north of Hill Street and east of Penn Street, lying in Section 22, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Penn Street Habitat SPUD)

Staff Recommendation:

Planning and Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from C-3 (Highway Commercial) to City of Leesburg SPUD (Small Planned Unit Development) to allow for eight (8) single-family residences.

Analysis:

The project site is approximately 2.4 +/- acres, and is generally north of Hill Street and east of Penn Street, as shown on the attached maps. At this time, the property is undeveloped acreage. The proposal will allow eight (8) single-family residences. The existing land uses surrounding the property are Commercial Store, Multi-family residential, Restaurant, Single-family residential, Auto sales, Non-profit, and Office. Connection to City of Leesburg utilities shall be the responsibility of the developer at the time of development.

The Planning Commission held a public hearing on the application on June 20, 2024, and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the proposed rezoning to SPUD (Small Planned Unit Development); or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

Future development on this site will create a positive fiscal impact on the City of Leesburg, in the form of impact and utility fees, plus ad valorem taxes.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 2.4 +/- ACRES FROM C-3 (HIGHWAY COMMERCIAL) TO CITY OF LEESBURG SPUD (SMALL PLANNED UNIT DEVELOPMENT) TO ALLOW FOR 8 SINGLE-FAMILY RESIDENCES ON A PROPERTY GENERALLY LOCATED NORTH OF HILL STREET AND EAST OF PENN STREET, LYING IN SECTION 22, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (PENN STREET HABITAT SPUD)

BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA, that:

Section 1.

Based upon the petition of Danielle Stroud, Habitat for Humanity of Lake-Sumter, Petitioner, "Permittee" 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 C-3 (Highway Commercial) to City of Leesburg SPUD (Small Planned Unit Development), to-wit:

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

Section 2.

This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 22nd day of July 2024.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Penn Street Habitat -- North of Hill Street and east of Penn Street
SSCP-24-163; SPUD-24-175
AK#: 1773148
Legal Description Provided by Applicant on Warranty Deed
Monday, June 24, 2024

LEGAL DESCRIPTION

Parcel ID: 22-19-24-0001-000-00901

Altkey: 1773148

PARCEL:

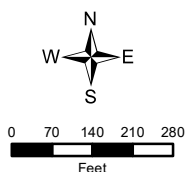
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Extended Aerial

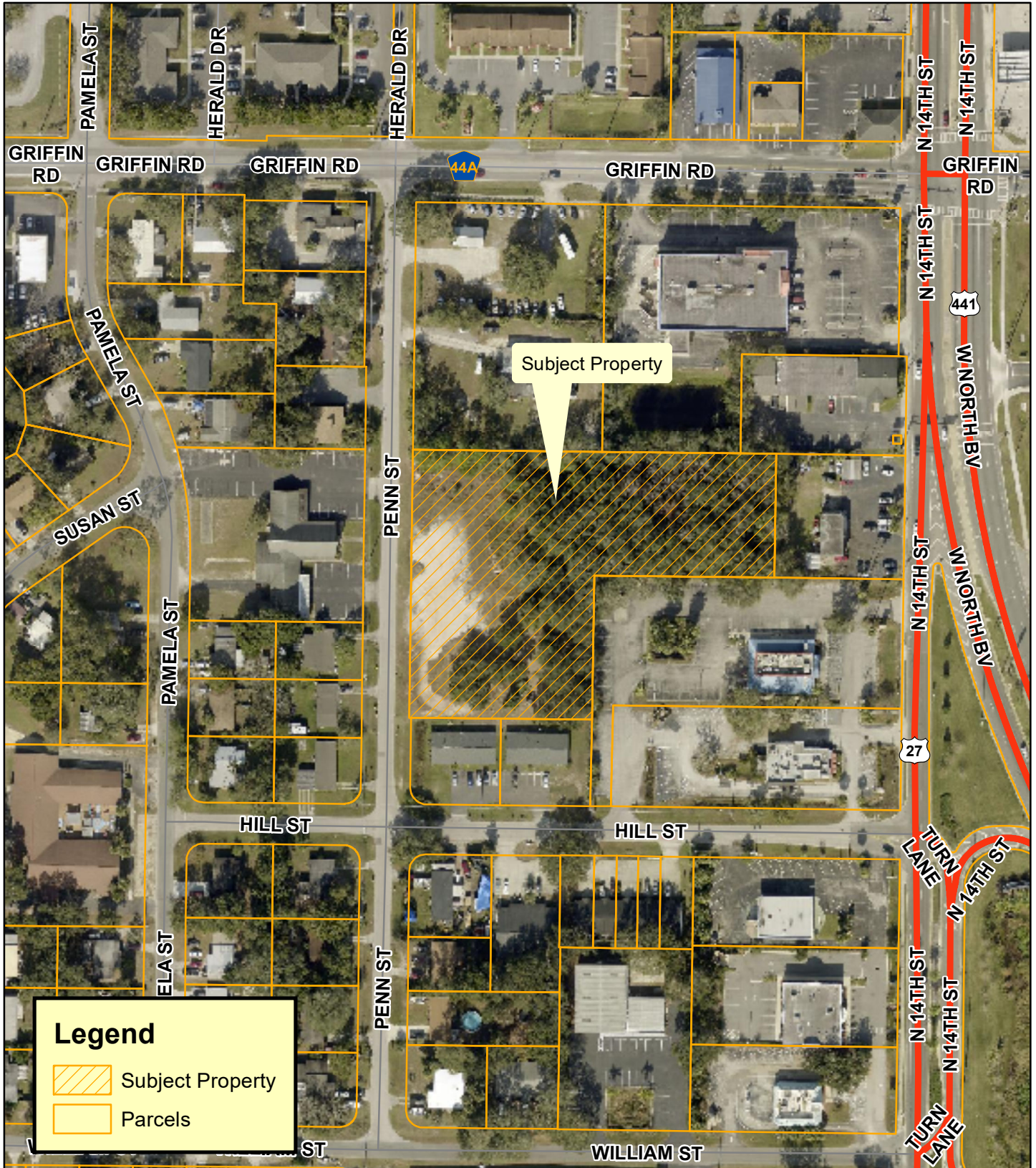


Planning & Zoning Division

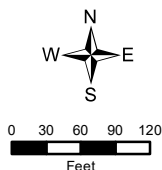


Penn Street Habitat
SSCP-24-163; SPUD-24-175
Alternate Key #: 1773148
Section 22, Township 19 South, Range 24 East
May 28, 2024

Aerial

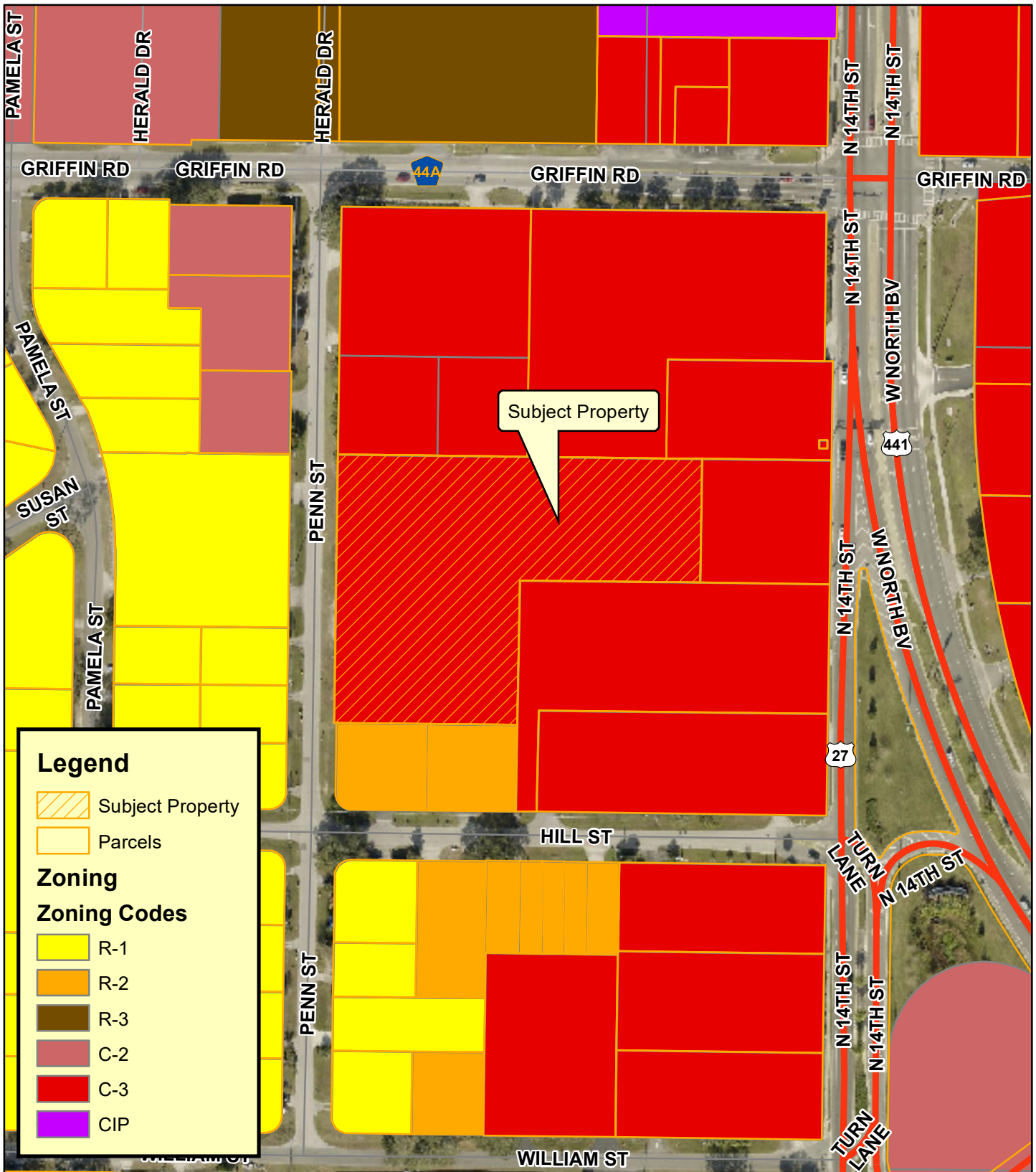


**Planning
& Zoning
Division**

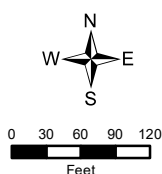


Penn Street Habitat
SSCP-24-163; SPUD-24-175
Alternate Key #: 1773148
Section 22, Township 19 South, Range 24 East
May 28, 2024

Zoning

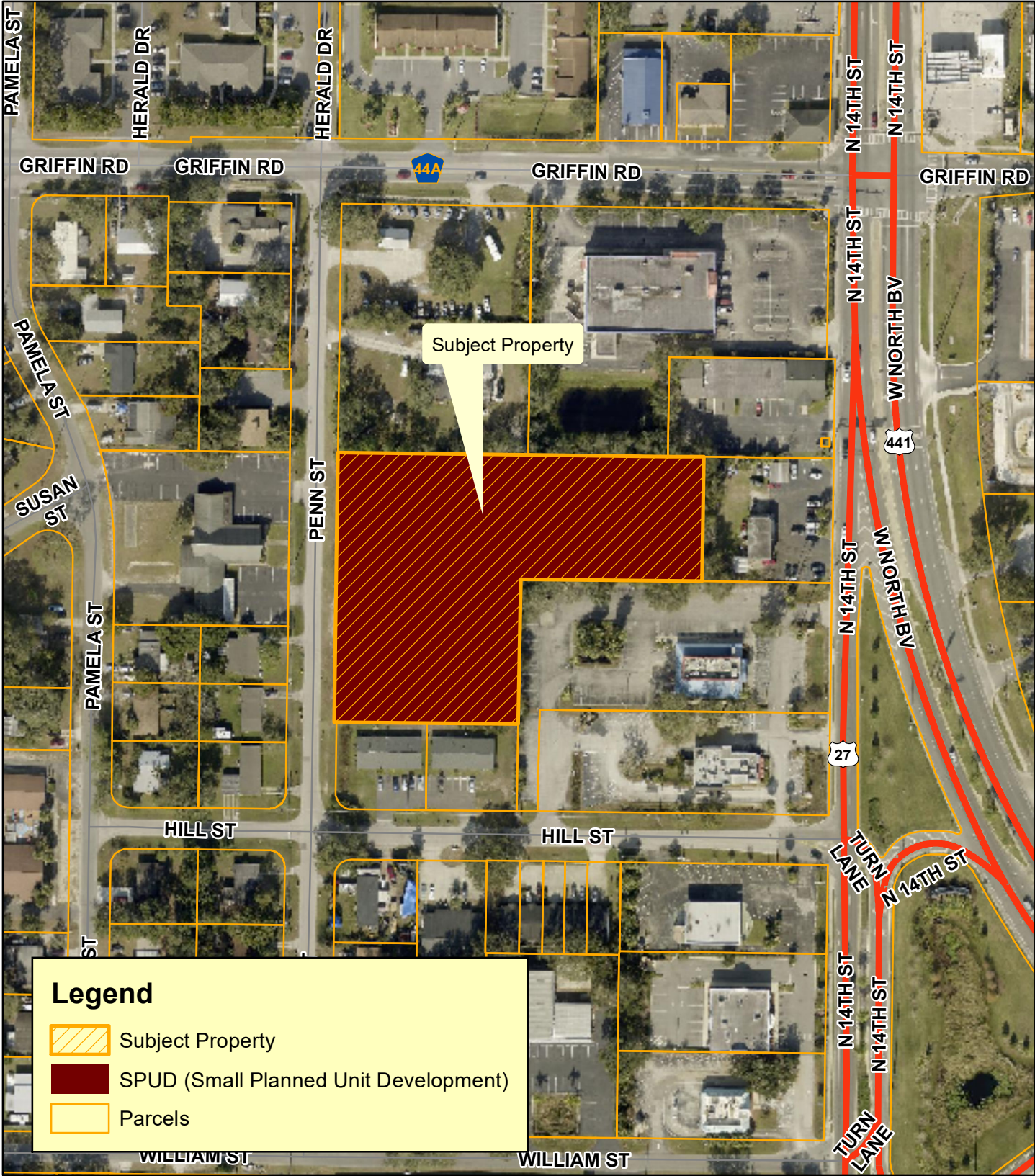


**Planning
& Zoning
Division**

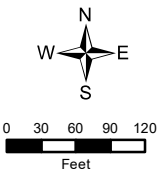


Penn Street Habitat
SSCP-24-163; SPUD-24-175
Alternate Key #: 1773148
Section 22, Township 19 South, Range 24 East
May 28, 2024

Proposed Zoning

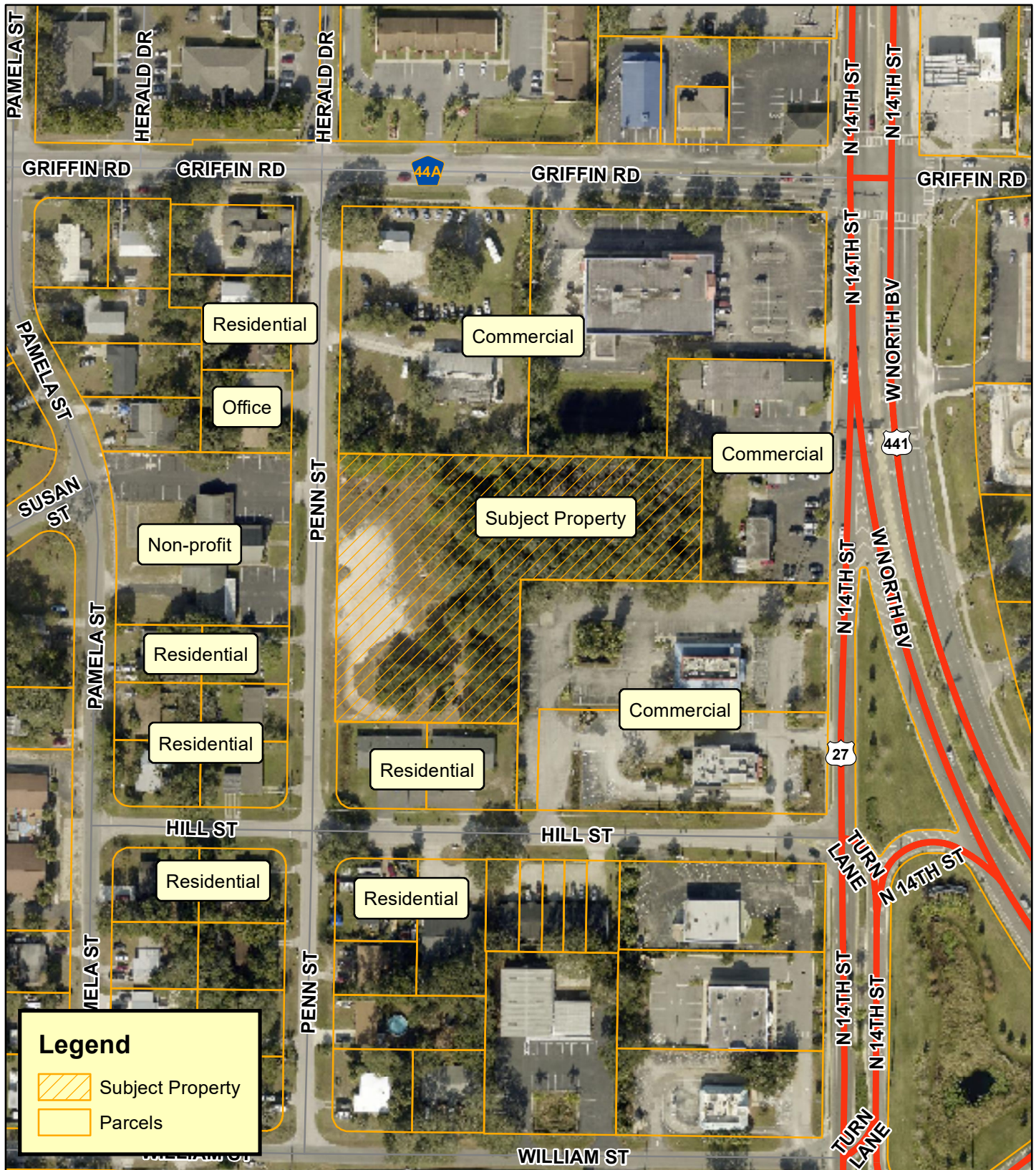


**Planning
& Zoning
Division**

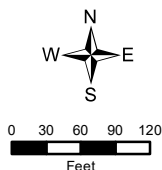


Penn Street Habitat
SSCP-24-163; SPUD-24-175
Alternate Key #: 1773148
Section 22, Township 19 South, Range 24 East
May 28, 2024

Surrounding Land Uses

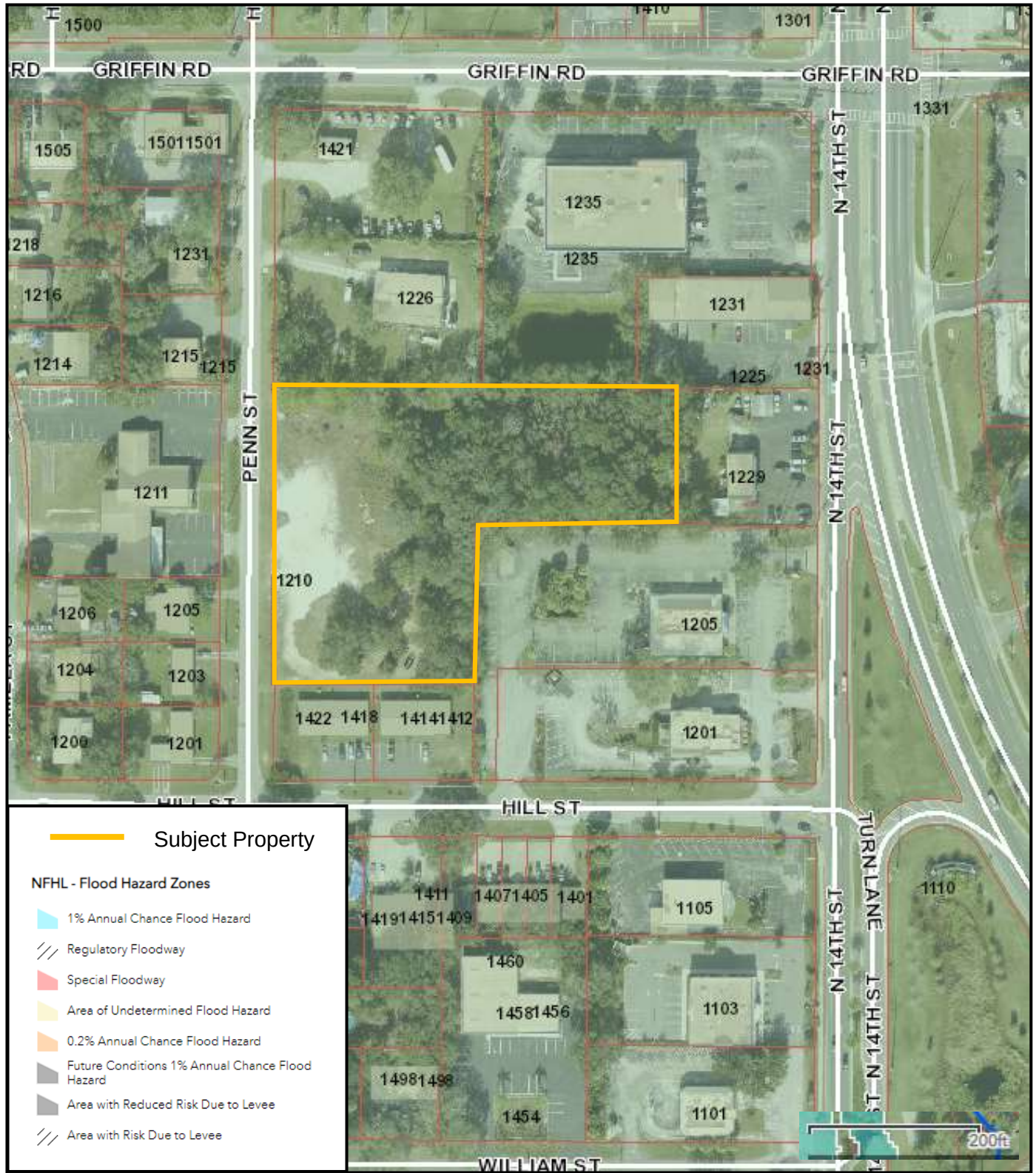


**Planning
& Zoning
Division**



Penn Street Habitat
SSCP-24-163; SPUD-24-175
Alternate Key #: 1773148
Section 22, Township 19 South, Range 24 East
May 28, 2024

Flood Zone

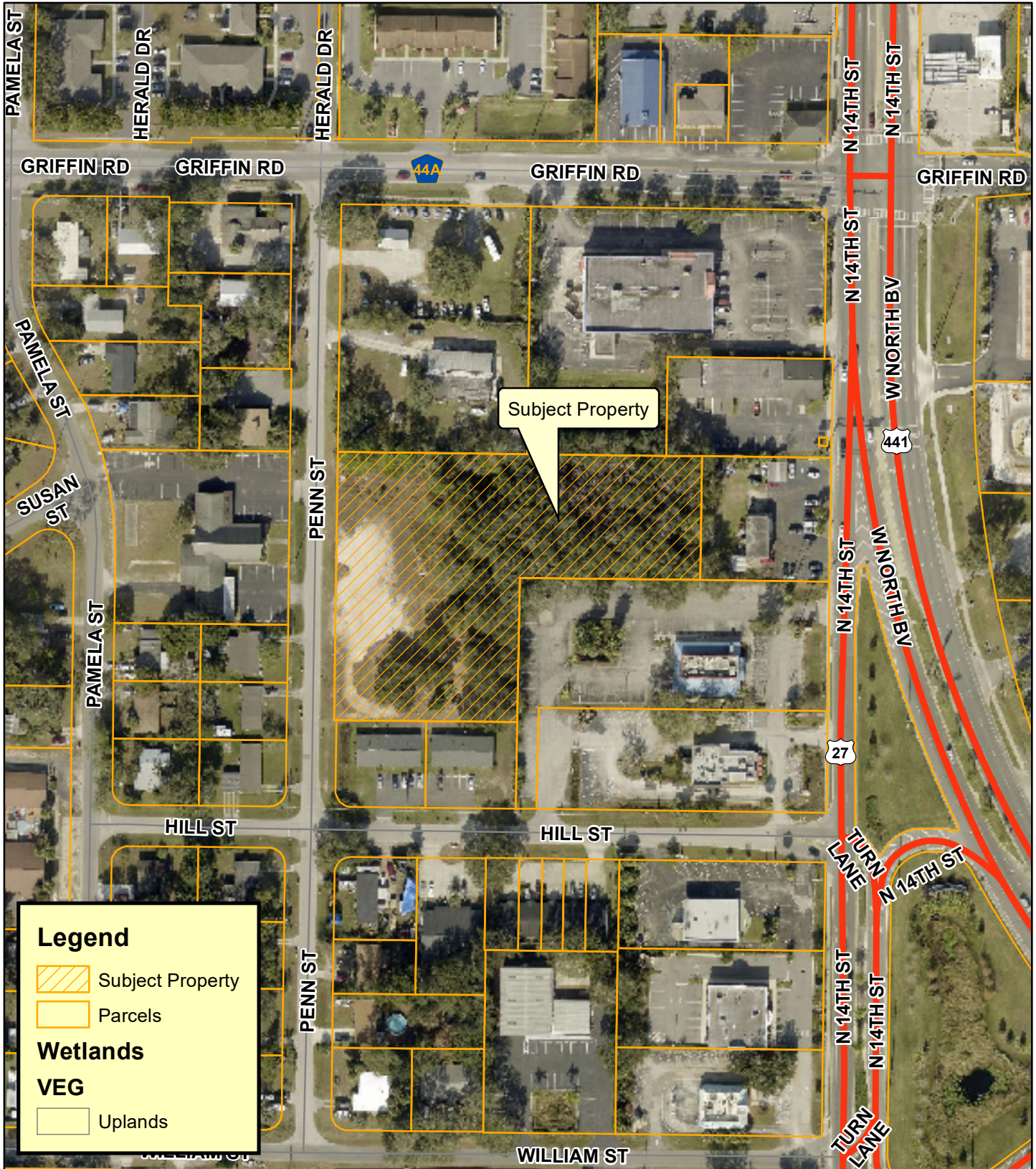


**Planning
& Zoning
Division**

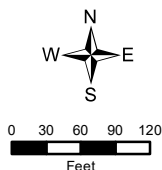


Penn Street Habitat
SSCP-24-163; SPUD-24-175
Alternate Key #: 1773148
Section 22, Township 19 South, Range 24
East May 28, 2024

Wetlands

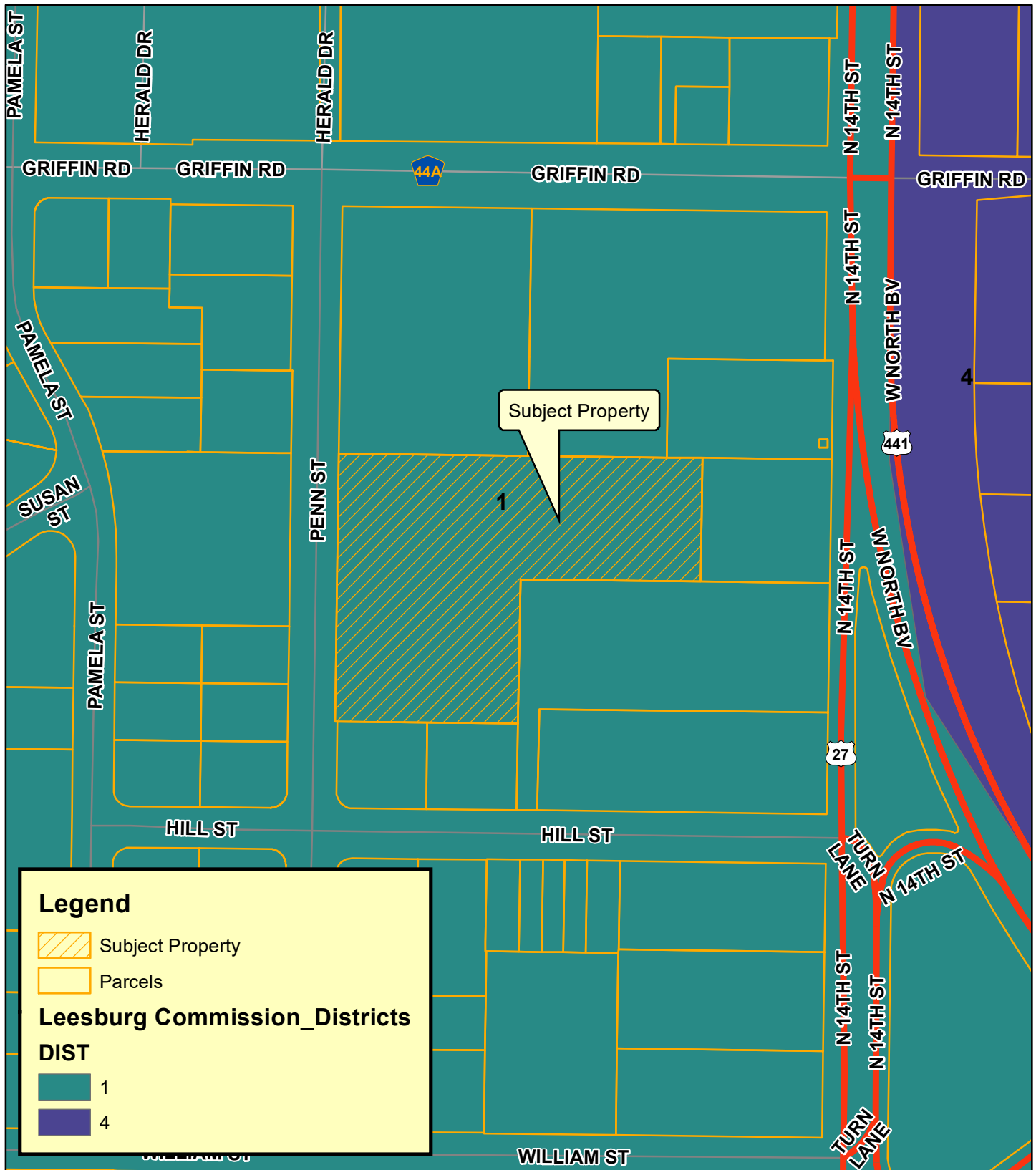


**Planning
& Zoning
Division**

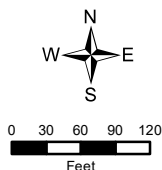


Penn Street Habitat
SSCP-24-163; SPUD-24-175
Alternate Key #: 1773148
Section 22, Township 19 South, Range 24 East
May 28, 2024

Commission District



**Planning
& Zoning
Division**



Penn Street Habitat
SSCP-24-163; SPUD-24-175
Alternate Key #: 1773148
Section 22, Township 19 South, Range 24 East
May 28, 2024



Close up of Sign on Property from Penn Street.



Looking north along Penn Street.



Looking east into the property across Penn Street.



Looking south along Penn Street.



Looking west across Penn Street.

PENN STREET HABITAT
SPUD (SMALL PLANNED UNIT DEVELOPMENT AGREEMENT)
July 22, 2024

This Planned Unit Development Conditions for a SPUD (Small Planned Unit Development) zoning district is granted by the City of Leesburg Planning Commission, Lake County, Florida to **Habitat for Humanity of Lake-Sumter, (Danielle Stroud, Habitat for Humanity of Lake-Sumter, Petitioner), "Agent"** for the purposes described herein, and subject to the terms and conditions as set forth in this document, pursuant to authority contained in Chapter 25 “Zoning”, Section 25-278 “Planned Unit Development” of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND

The "Permittee" is requesting a Small Planned Unit Development (SPUD) zoning district to allow future construction of a proposed residential development consisting of approximately 2.4 +/- acres, containing a maximum of 8 detached single-family residential units, generally located north of Hill Street and east of Penn Street, on a site within the City of Leesburg in accordance with their SPUD 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 **Habitat for Humanity of Lake-Sumter, (Danielle Stroud, Habitat for Humanity of Lake-Sumter, Petitioner), "Agent"** to construct, operate, and maintain a Small Planned Unit Development in and on real property in the City of Leesburg, in accordance with the requirements set forth herein. The property is more particularly described below.

2. **LEGAL DESCRIPTION**

See attached **Exhibit B, Legal Description**.

3. LAND USE

The above-described property, containing approximately 2.4 +/- acres, shall be used for platted, detached single-family residential development, pursuant to City of Leesburg development codes and standards.

A. Permitted Uses

1. Detached single family residential units
2. Accessory structures for residential uses
3. Temporary modular sales center office (during construction and sales of new units) not to exceed one year, and construction office not to exceed two years from the approval of the final plat of the final phase for the subdivision. Model homes may be used as sales centers during the duration of the project.

B. Prohibited Uses

1. Attached single family units (Townhouses)
2. Duplex/Triplex uses
3. Multi-family units (Apartments)
4. Commercial uses
5. All other uses not specifically permitted within these conditions under Permitted Uses above shall be prohibited.

4. DEVELOPMENT STANDARDS

- A. The project shall contain a maximum of 8 detached single-family residential units on the approximately 2.4-acre site, as shown on **Exhibit C, Conceptual Site Plan**.
- B. The platted single-family residential development shall have one access from Penn Street, with individual lots on said access.
- C. Each detached single-family residential unit shall have a minimum one (1) car garage, and one (1) outdoor parking space provided in the driveway of each residential lot.
- D. 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).
- E. Homes with the same exterior treatment shall not be immediately adjacent (side by side) or directly across from a lot with the same design. Façade paint color or façade material may be varied to meet this requirement.
- F. The maximum impervious surface for each platted lot shall be 65%.
- G. Roof overhang shall not exceed forty (40) percent of the distance between the building wall and the property line.
- H. Maximum building height: two (2) stories or 35 feet.
- I. 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.
- J. 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.

- K. Solid roof structures attached to the residence must meet the required rear setback as noted under “Minimum building setbacks.”
- L. As part of the site plan approval process, city staff shall review final site design standards in accordance with the approved SPUD (Small Planned Unit Development) zoning conditions set forth herein.
- M. The minimum lot development standards shall be:
 - 1. For detached, single-family lots:
 - a. Minimum house size: 1,000 square feet living area (under roof).
 - b. Minimum lot size shall be 5,700 square feet.
 - c. Minimum lot width 60 feet
 - d. Minimum lot depth 95 feet
 - e. Minimum building setbacks:
 - Front – 25 feet;
 - Porch/Garage – 20 feet (porch must be a minimum width of 5 feet).
 - Rear – 18 feet;
 - Side – 7.5 feet;
 - Side Street – 15 feet.

5. **DESIGN/ARCHITECTURAL STANDARDS**

- A. All buildings shall utilize at least three (3) of the following design features to provide visual relief along all elevations of the single-family units. Designs may vary throughout the development.
 - 1. Dormers
 - 2. Gables
 - 3. Recessed or raised entries
 - 4. Covered porch entries
 - 5. Cupolas
 - 6. Pillars or decorative posts
 - 7. Bay window (minimum 12-inch projections)
 - 8. Eaves (minimum 6-inch projections)
 - 9. Front windows with arched glass tops and minimum 4-inch trim.
 - 10. Garage vehicle doors shall incorporate the following elements: raised decorative panels, decorative glass panels or panes, decorative hinges, etc.
 - 11. Front doors shall incorporate the following decorative elements: raised decorative panels, decorative glass panels or panes, decorative handles, etc.
 - 12. Stone accents
 - 13. Shutters
 - 14. Board and batten siding
 - 15. Hardy board siding
 - 16. Raised banding
 - 17. Craftsman style garage doors

- B. Exterior building materials contribute significantly to the visual impact of a building on the community. These materials shall be well designed and integrated into a comprehensive design style for the project. The total exterior wall area of each building elevation shall be composed of one of the following:
 - 1. At least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.
 - 2. At least thirty percent (30%) full-width brick or stone, with the balance being stucco and/or a “cementitious” lap siding. (A “cementitious” lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option.).
 - 3. All textured stucco shall be permitted subject to the provision of at least five (5) unique design features such as recessed garages, tile or metal roofs, arched windows, porches, etc. in the elevations of the buildings or the buildings are all brick stucco.
 - 4. Full lap siding, if porches and shutters are provided on the front façade for visual relief.
 - 5. For all designs, architectural facades and features shall be submitted and reviewed by the Planning and Zoning Manager or designee for compliance prior at time of site plan review.
- C. Other similar design variations meeting the intent of this section may be approved by the Planning and Zoning Manager or designee.
- D. The architectural styles and facades shown in **Exhibit D, Representative Façade Samples** herein are considered conceptual.
- E. The Permittee shall utilize “Dark Sky” lighting principles when selecting lighting fixtures for all street lighting. Such lighting shall achieve the overall effect of containing and shielding excessive light pollution from adjacent properties. Appropriate designs are as shown on **Exhibit E**, attached hereto.

6. **OPEN SPACE, LANDSCAPING & BUFFER REQUIREMENTS**

- A. A minimum of 35% open space shall be provided throughout the development. Open space may consist of buffers, wetlands retention, and recreation areas.
- B. All landscape buffers shall be separate from all other platted lots, shall not be part of individually platted lots, and shall be a common area to be maintained by an entity such as a Property Owners or Homeowners Association.
- C. Wherever the development borders a nonresidential zoning, an opaque wood or vinyl fence at a maximum height of six (6) feet shall be constructed along the property line by the developer. Such a fence shall be maintained by an entity such as a Property Owners or Homeowners Association.
- D. Each platted single-family residential lot of record shall contain a minimum of one (1) canopy tree, located within in the front yard, selected from the list of trees within the City of Leesburg Code of Ordinances, *Section 25-328 Table 1, Canopy Trees*, plus at least one (1) other tree, located in the back yard, for a total of two (2) required

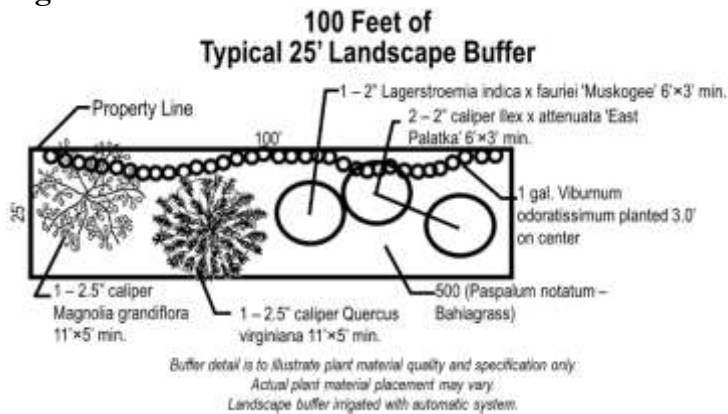
trees per single-family lot. All other requirements for tree planting based on lot size under the Code of Ordinances shall remain in effect.

- E. Land uses allowed within the upland buffers and conservation areas are limited to hiking trails, walkways, passive recreation activities and stormwater facilities as permitted by St. Johns River Water Management District.
- F. All landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances, Section 25-329, and at a minimum shall contain the following plantings as noted in Figures A and B below.

Figure A

Canopy Trees (per 100 l.f.)	2 per 100 linear ft
Tree CAL/Height	2" cal, 12' overall height
Optional Ornamental Trees (per 100 l.f.)	3 per 100 linear ft
Tree CAL/Height	2" cal, 7' overall height
Shrub Screen (per 100 l.f.)	
Square Ft. of Shrubs	(33) 3 gal plants, 18"—24" minimum at installation (depending on species); hedges to be 36"—42" high by thirty-six (36) inches wide hedge or continuous landscape screen with a ninety (90) percent opacity within one (1) year of planting
Container size	3 gal

Figure B



- G. Variations to the landscape and buffering requirements of the code may be approved by the Planning and Zoning Manager or designee, to the extent that the overall intent of the SPUD and the Landscaping Code are maintained, including consideration of existing fencing on adjacent properties and existing natural vegetative buffers.
- H. The surveying of trees on the property shall be conducted as follows:
 1. All specimen, heritage and historic trees shall be surveyed. Staff will review the tree survey and such trees shall be saved where possible during the site plan

review process. This may include amending the site plan to save specimen, heritage and historic trees.

2. Site areas that are to preserve existing trees do not need to be included in the survey unless the trees are to be used in preservation/replacement requirements.
3. The tree survey shall be completed by a licensed surveyor.

7. SITE ACCESS AND SIGNAGE

- A. All access points are conceptual and subject to City of Leesburg or Lake County approval, as required. 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.
 1. Prior to completion of the subdivision design plans, the developer shall work with the City of Leesburg Public Work Department or Lake County Department of Public Works, as required, to ensure all appropriate required roadway, driveway, and access improvements for the development are made part of the plans submitted to the City of Leesburg.
 2. The Master Development Plan, and the access points proposed thereon, are considered conceptual until the appropriate engineering and site plan reviews, along with any required upgrades are completed for the project.
- B. All access points are subject to review and approval by the appropriate permitting agency, including FDOT, Lake-Sumter Metropolitan Planning Organization, Lake County and the City of Leesburg as applicable. The developer shall be responsible for on and offsite improvements required as a result of any access points. The developer shall be responsible for all on and offsite improvements required as a result of any access points.
- C. The developer may provide a decorative entry feature to include a concrete, brick or stucco wall no more than six (6) feet in height, on each side of the development, visible from Penn Street. This may be used for signage per City of Leesburg Code of Ordinances, as amended.
- D. Alternative designs for the ground enclosure support and bases of monument signs 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.

8. TRANSPORTATION IMPROVEMENTS

- A. Any transportation improvements or rights-of-way that may be required shall be based on projected needs and shall be contingent upon site plan approval by City staff during the development review and permitting process. The plan review process shall include consideration of required sidewalks, recreation paths, etc.

- B. A traffic/transportation study shall be submitted for review and determination of any necessary access improvements, and including any off-site improvements legally required by Lake County, the Lake-Sumter MPO, or the City of Leesburg. Said improvements will be the responsibility of the Permittee.
- C. The Permittee shall provide necessary traffic improvements within and adjacent to the development which are legally required by Lake County, the Lake-Sumter MPO, and City of Leesburg.
- D. All roads within the development shall be designed and constructed to meet the City of Leesburg requirements. All roads within the development shall be constructed to meet the City of Leesburg's standards, ARTICLE VII – TECHNICAL STANDARDS of the Code of Ordinances, as amended.
- E. The Permittee shall be responsible for obtaining all necessary legally required Lake County and FDOT permits, as required, 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.
 - 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. As a condition of accepting the roadway 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 and may require bonds or other financial assurance of maintenance for some period of time.
- G. Sidewalks shall be provided along the property's border adjacent to Penn Street and on both sides of the road along internal roadways, as shown in **Exhibit C, Conceptual Site Plan**. All sidewalks shall be constructed in accordance with City of Leesburg Codes.

9. UTILITIES

Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Water, wastewater and natural gas services will be provided by the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

- A. A detailed site plan that indicates all the provisions for electric, water, sewer, and/or natural gas in accordance with the City of Leesburg Land Development Codes.
- B. Developer shall bear all responsibility, financial and otherwise, for the construction and installation of all utility infrastructure and other improvements related to the use and development of the property, consistent with the typical pioneering agreement approved on new home projects in the city, including such off-site improvements required by the City and all other appropriate government agencies. All such requirements shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.
- C. Developer shall be responsible for the installation of a natural gas appliances in eighty percent (80%) of all single-family homes in the development as required by the City of Leesburg Code of Ordinances as amended.
- D. The City of Leesburg intends to service the property with water and wastewater services at this time. At the time of connection, all regulations in place at the time of the request shall be required, including but not limited to impact fees, connection and utility service deposit charges. The cost of supplying water and wastewater lines and other necessary infrastructure such as lift stations to the development shall be the responsibility of the applicant.

10. STORMWATER/DRAINAGE MANAGEMENT

All drainage shall be designed and constructed in a manner to meet all State of Florida and City of Leesburg codes, including the requirement that all stormwater runoff is contained within the boundaries of the properties, and does not create a detriment to surrounding properties. Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

- A. A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.
- B. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.
- C. A responsible legal entity for the maintenance of the stormwater management system on the plat prior to the approval of the final plat of record. A homeowner's or property owners association is an acceptable maintenance entity.
- D. The existing 100-year flood plain on the property shall be shown on all plans and lots.
- E. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the

100-year flood plain is altered and /or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.

- F. A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District shall be provided to the City during the site plan review process.
- G. Should the Permittee desire to dedicate the proposed project's stormwater management system to the City of Leesburg; the City, at its discretion, may accept or not accept the stormwater management system.
 - 1. Prior to acceptance, the Permittee shall demonstrate to the City the stormwater management system is in a suitable condition and meets City of Leesburg and St. Johns River Water Management District requirements.
 - 2. As a condition of accepting the system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project.

11. WETLANDS, FLOOD ZONES & WILDLIFE

- A. As of the time of Ordinance Adoption, no wetlands were located within the development parcel boundaries. Should such wetlands be discovered during future development, the below requirements shall apply.
- B. 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.
- C. 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.
- D. Buildings or structures shall be a minimum of 50 feet from any wetland jurisdiction boundary.
- E. 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.

- F. Land uses allowed within the upland buffers for wetlands are limited to stormwater facilities as permitted by St. Johns River Water Management District.
- G. 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.
- H. 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.
- I. A map indicating the location of the 100-year flood plain.
- J. 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.
- K. Through the Site Plan Review process, the developer shall coordinate with the City of Leesburg, Lake County and all impacted government agencies regarding elevation determinations, compensatory storage and overall design of the subdivision within and near flood hazard boundary areas, to ensure compliance with all regulations.

12. IRRIGATION & WATER USAGE

- A. All landscaped areas shall be irrigated and designed to meet Section 25-327, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.
- B. The use of St. Augustine grass, or other varieties of grass which require significant amounts of water are prohibited. The use of Bahia, Bermuda, Zoysia or other grasses which are more drought tolerant are permitted.

13. MAINTENANCE

- A. With the exception of any public utilities, maintenance of all site improvements, including but not limited to roadways, drives, internal sidewalks, trails, recreation areas/equipment, landscaping and drainage shall be the responsibility of the property owner. A homeowner's association or property owner's association shall serve as an appropriate entity for all common properties within the development.

14. DEVELOPMENT PHASING & IMPLEMENTATION

- A. The proposed project may be constructed in phases in accordance with the Small Planned Unit Development Conditions and Conceptual Plan. Changes to the development conditions or conceptual plan, other than those conditions described in this agreement, shall be revised in accordance with the Planned Development review process, City of Leesburg Code of Ordinances.
- B. As part of the overall development review 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.
- C. Upon approval of this SPUD by the City Commission, a development permit or building permit application must be submitted with the City for work related to one or more phases of the SPUD within four (4) years of this approval becoming final with no appeal pending or the SPUD will automatically expire, unless otherwise lawfully extended by the City or Section 252.363, Florida Statutes. In the event the SPUD expires, the Property shall be governed by the zoning regulations applicable to the RE-1 (Estate Density Residential) zoning district.

15. MISCELLANEOUS CONDITIONS

- A. The uses of the proposed project shall only be those uses identified in the approved Small Planned Unit Development Conditions. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.
- B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.
- C. Construction and operation of the proposed use(s) shall at all times comply with the Small Planned Unit Development conditions set forth herein, and with all City and other governmental agencies rules and regulations.
- D. The transfer of ownership or lease of any or all of the property described in this SPUD Agreement shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Small Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.
- E. These SPUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition as set forth herein.

16. LEVELS OF SERVICE

A. Levels of Service

1. As submitted, the development resulting from the proposed zoning change may result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to water, wastewater, roads, drainage, and solid water. No final development order (site plan and building permits) shall be granted for proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.

B. Utilities

1. Projected Capacities

- i. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.

- C. If the development requires construction of new distribution or collection lines, or other infrastructure needed to develop the subdivision, the developer will be required to construct such facilities to provide service. The developer will bear the cost of design, permitting and construction. Any such facilities must be constructed in a fashion consistent with the City's master plans and to the City standards and specifications.

D. Commitment of Capacity

1. There are no previous commitments of any existing or planned excess capacity for this property.

E. Ability to Provide Services

1. At this time, the City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.
2. Future development within the City of Leesburg utility service areas may impact the provision of utility services.

EXHIBIT B**LEGAL DESCRIPTION**

Alt. Key: 1773148

That part of the Northeast 1/4 of the Northeast 1/4 of Section 22, Township 19 South, Range 24 East, Lake County, Florida, described as follows:

Commencing at the intersection of the North Right-of-Way line of Hill Street, and the West Right-of-Way of U.S. Highway 27 as it now exists, run North 00°24'30" East along said West Right-of-Way of said U.S. Highway 27 a distance of 280.00 feet; thence departing said Right-of-Way, run North 89°46'20" West 156.00 feet to the point of beginning of this description; from said point of beginning, continue North 89°46'20" 219.00 feet; thence South 00°24'30" West 175.00 feet to the Northeast Corner of Lot 73 of Hilltop View Subdivision as recorded in Plat Book 14, Page 20, of the Public Records of Lake County, Florida; thence North 89°46'20" West along the North line of Lots 73 and 72 of said Hilltop View Subdivision, 217.40 feet to the East Right-of-Way line of Penn Street; thence North 00°24'30" East, along said East Right-of-Way, 325.00 feet; thence departing said Right-of-Way, run South 89°46'20" East, 436.40 feet; then South 00°24'30" West, 150.00 feet to the Point of Beginning. Subject to all Easements, Restrictions and Rights-of-Way of record, if any.

CONCEPTUAL SITE PLAN

EXHIBIT D

REPRESENTATIVE FAÇADE SAMPLES

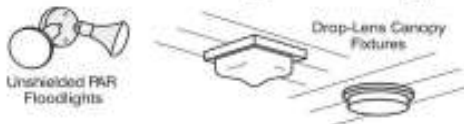
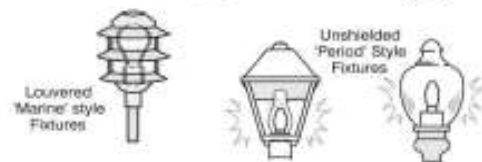
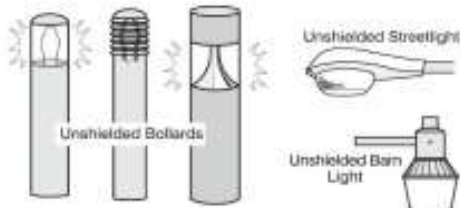
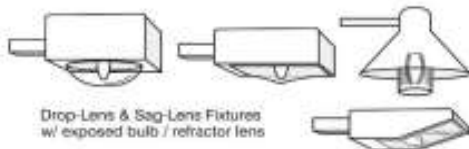
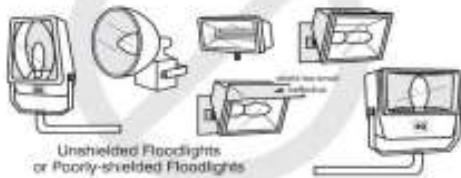


TYPICAL DARK SKY LIGHTING FIXTURES

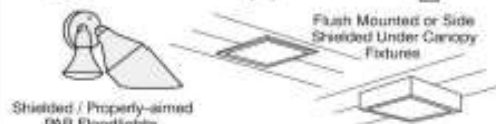
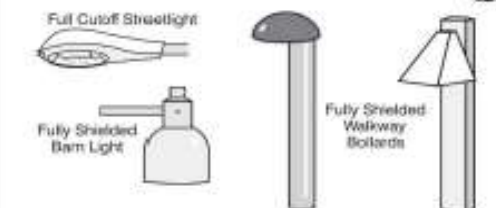
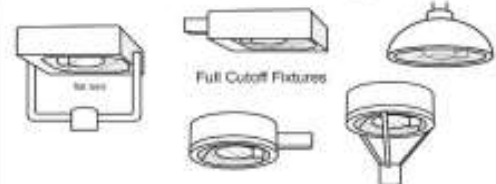
Examples of Acceptable / Unacceptable Lighting Fixtures

Unacceptable / Discouraged

Fixtures that produce glare and light trespass

**Acceptable**

Fixtures that shield the light source to minimize glare and light trespass and to facilitate better vision at night



Illustrations by Bob Cullen © 2005. Reprinted for the Town of Southampton, NY. Used with permission.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.9.

Meeting Date: July 22, 2024

From: Al Minner, (City Manager)

Subject: An Ordinance of the City of Leesburg, Florida enacting Article VII - "School Zone Speed Enforcement," Chapter 21 of the City's Code of Ordinances; providing for purpose, intent and definitions; establishing a School Zone Speed Enforcement program and authorizing the use of speed detection systems within the City; providing for program implementation requirements and designation of school zones; providing for enforcement and administrative procedures; providing for severability; providing for conflicts; providing for codification; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the proposed Ordinance.

Analysis:

The purpose and intent of this Ordinance is to protect the health, safety, and welfare of City residents by authorizing the placement or installation and use of speed detection systems on roadways maintained as a school zone within City limits, to promote compliance with speed limits in school zones, and to adopt a quasi-judicial system to enforce violations. This Ordinance provides a supplemental means of enforcing unlawful speed violations in school zones and shall not prohibit a law enforcement officer from issuing a uniform traffic citation for a traffic violation in accordance with Chapter 316, Florida Statutes.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

There may be a financial impact to the City to adopt the ordinance, including the cost to publish the required legal notices. The future cost of implementation is indeterminate and will be dependent on the method of implementation and the future infraction and enforcement experience.

ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA ENACTING ARTICLE VII – “SCHOOL ZONE SPEED ENFORCEMENT,” CHAPTER 21 OF THE CITY’S CODE OF ORDINANCES; PROVIDING FOR PURPOSE, INTENT, AND DEFINITIONS; ESTABLISHING A SCHOOL ZONE SPEED ENFORCEMENT PROGRAM AND AUTHORIZING THE USE OF SPEED DETECTION SYSTEMS WITHIN THE CITY; PROVIDING FOR PROGRAM IMPLEMENTATION REQUIREMENTS AND DESIGNATION OF SCHOOL ZONES; PROVIDING FOR ENFORCEMENT AND ADMINISTRATIVE PROCEDURES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Chapter 166 of the Florida Statutes and Article VIII of the Florida Constitution authorizes the legislative body of each municipality to enact ordinances to protect the health, safety, and welfare of its residents; and

WHEREAS, on July 1, 2023, House Bill 657 (HB 657), as codified under Chapter 2023-174 of the Laws of Florida, went into effect, authorizing municipalities to use speed detection systems in accordance with certain technical specifications established by the Florida Department of Transportation to enforce the speed limit in a school zone at specified periods; and

WHEREAS, prior to utilizing speed detection systems to enforce eligible school zone speeding violations within its jurisdiction, municipalities are required to adopt an ordinance authorizing the placement and installation of speed detection systems and creating administrative and enforcement procedures for the use of speed detection systems at designated school zones; and

WHEREAS, prior to utilization of the speed detection system in any particular school zone, HB 657 also requires the governing body of the municipality to first determine whether a school zone constitutes a heightened safety risk that warrants additional traffic enforcement measures based on traffic data collected; and

WHEREAS, HB 657 provides that a municipality may issue notices of violation and may authorize a law enforcement officer or traffic infraction enforcement officer to issue uniform traffic citations for violations of sections 316.1895 and 316.183, Florida Statutes, that are captured by speed detection systems during specified time periods and further provides for notice to the registered owner of the subject vehicle, hearing procedures, appellate remedies, and the assessment and remittance of civil penalties and cost; and

WHEREAS, HB 657 requires municipalities that elect to operate school zone speed detection systems to implement a public awareness campaign at least 30 days before commencing with the enforcement of violations and to annually report information about the program to both the public and the Florida Department of Highway Safety and Motor Vehicles; and

WHEREAS, HB 657 restricts the location and use of speed detection systems to school zones that the municipality determines constitute a heightened safety risk warranting additional enforcement measures based on data or other evidence presented at a public hearing; and

WHEREAS, the City of Leesburg (the “City”) wishes to deter drives from speeding through school zones and provide a supplemental means for the enforcement of unlawful speed violations by enacting an ordinance to implement a school zone speed enforcement program; and

WHEREAS, HB 657 requires that before the City contracts or renews a contract with a vendor to place or install speed detection systems, the City must approve the contract or contract renewal at a regular or special commission meeting; the vendor contract may not be considered as part of the consent agenda as public input must be allowed; and

WHEREAS, at the time of adoption, the City has considered the relevant traffic data and other evidence presented, incorporated by reference, and submitted to the City Clerk as supplemental information to this Ordinance at the time of adoption, supporting the installation and operation of speed detection systems for certain school zones within City limits; and

WHEREAS, based upon the relevant traffic data and other evidence presented, the City has determined that each school zone where a speed detection system is to be placed or installed constitutes a heightened safety risk that warrants additional enforcement measures; and

WHEREAS, the City finds that motor vehicles speeding on a roadway maintained as a school zone during specified periods is an unacceptable hazard that threatens the health, safety, and welfare of students and pedestrians in the City and that enforcement of applicable speed limits in school zones during specified periods through the use of a speed detection system may reduce safety risks in school zones, which warrants implementation of school zone speed detection enforcement pursuant to the rules and regulations of Chapters 2023-174, Laws of Florida, and other applicable state law.

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 21, Article VII, of the City of Leesburg Code of Ordinances is hereby created to read as follows:

ARTICLE VI. – SCHOOL ZONE SPEED ENFORCEMENT

Sec. 21-84 — Purpose and Intent

The purpose and intent of this Article is to protect the health, safety, and welfare of City residents by authorizing the placement or installation and use of speed detection systems on roadways maintained as a school zone within City limits, to promote compliance with speed limits in school zones, and to adopt a quasi-judicial system to enforce violations. This Article provides a supplemental means of enforcing unlawful speed violations in school zones and shall not prohibit a law enforcement officer from issuing a uniform traffic citation for a traffic violation in accordance with Chapter 316, Florida Statutes

Sec. 21-85 – Definitions

The terms below shall, for purposes of this article, have the meanings indicated:

Hearing procedures shall mean the procedures set forth under section 316.1896, Florida Statutes, governing noticing, scheduling, and conducting hearings before a Local Hearing Officer.

Law Enforcement officer shall mean, as defined by section 943.10(1), Florida Statutes, any person who is elected, appointed, or employed full time by a municipality or the state or any political subdivision thereof, who is vested with authority to bear arms and make arrests; and whose primary responsibility is the prevention and detection of crime or the enforcement of the penal, criminal, traffic, or highway laws of the state.

Local hearing officer shall mean the City Code Enforcement Board, Special Magistrate, or other City appointee as permitted by law and as established by the City Commission through a resolution.

Motor vehicle shall mean, as defined by section 316.003, Florida Statutes, a self-propelled vehicle not operated upon rails or guideway, but not including any bicycle, electric bicycle, motorized scooter, electric personal assistive mobility device, mobile carrier, personal delivery device, swamp buggy, or moped.

Notice of violation shall mean the written notification sent to the registered owner of a vehicle after a school zone speed infraction by that vehicle has been captured by a speed detection system and thereafter reviewed and approved by a law enforcement officer or traffic infraction enforcement officer. A notice of violation must be in the form and include the contents prescribed by section 316.1896, Florida Statutes, as it may be amended.

School zone shall mean that portion of a street or highway established as a school zone pursuant to section 316.1895, Florida Statutes, as it may be amended.

School zone speed enforcement program shall mean the regulations and procedures governing the use of speed detection systems on roadways maintained as a school zone within the jurisdiction of the City, as provided for by applicable law and established by this Ordinance.

School zone speed infraction shall mean a violation of section 316.183 or 316.1895, Florida Statutes, captured by a speed detection system on a roadway maintained as a school zone during the hours provided for by applicable law and set forth in this Ordinance.

School zone speed limit shall mean the regularly posted or reduced posted speed limit within a school zone pursuant to section 316.1895, Florida Statutes.

Speed detection system shall mean a portable or fixed automated system used to detect a motor vehicle's speed using radar or LiDAR and to capture a photograph or video of the rear of a motor vehicle that exceeds the speed limit in force at the time of the violation. This term is synonymous with the term "Speed Detection System" defined in section 316.003(83), Florida Statutes, as it may be amended.

Traffic infraction enforcement officer shall mean a person who meets the qualifications established by section 316.640, Florida Statutes, as it may be amended.

Uniform traffic citation shall mean the citation issued to the registered owner of a vehicle for a school zone speed infraction, in the form and including the contents prescribed by sections 316.1896 and 316.650, Florida Statutes, as it may be amended.

Sec. 21-86 – Use of Speed Detection Systems

Pursuant to section 316.008(9), Florida Statutes, the City hereby elects to use speed detection systems on roadways properly maintained as a school zone to enforce speed limits within the City's jurisdiction. The City may utilize speed detection systems as a supplemental means of assisting law enforcement personnel in the enforcement of compliance with state law related to unlawful speed in school zones, in accordance with Chapter 316, Florida Statutes.

Sec.21-87 – Program Administration

- (a) The City Manager or City Manager's designee, in cooperation with the Leesburg Police Department and any necessary City staff as determined by the City Manager or City Manager's designee, is empowered to administer, and assist with the City's school zone speed enforcement program, consistent with the provisions of Chapter 2023-174, Laws of Florida, subject to any other applicable state law, this Article, and all corresponding City resolutions.
- (b) As permitted and defined by applicable law and corresponding resolution adopted by the City Commission, the City may designate its City Code Enforcement Board, Special Magistrate, or other City appointee as its Local Hearing Officer, who shall have jurisdiction to conduct proceedings in accordance with Chapter 2023-174, Laws of Florida, and section 316.1896, Florida Statutes, as such may be amended from time to time.
- (c) In accordance with Chapter 2023-174, Laws of Florida, and section 316.1896, Florida Statutes, as may be amended, the City Commission shall designate by resolution existing City staff to serve as the clerk to the Local Hearing Officer.

Sec. 21-88 – Program Implementation Requirements

- (a) Vendor Contract. Pursuant to section 316.0776, Florida Statutes, before the City contracts or renews a contract to place or install a speed detection system in a school zone, the contract or contract renewal must be approved by the City Commission at a regular or special City Commission meeting. The contract or contract renewal may not be heard on the consent agenda and the public must be allowed to comment pursuant to the City's public comment policies.
- (b) Installation and Operation of Speed Detection Systems. Pursuant to sections 316.008 and 316.0776, Florida Statutes, speed detection systems may be installed and operated only in the school zones designated by this Ordinance and/or subsequent amendments thereto.
- (c) Signage Requirements. The installation and operation of speed detection systems, including required signage, shall be in accordance with Chapter 316, Florida Statutes, all applicable regulations of the Florida Department of Transportation and the Florida Department of Highway Safety and Motor Vehicles, and the terms of any Memorandum of Understanding or other written agreement that may be entered into between Leesburg Police Department and/or the City and its vendor(s).
- (d) Public Awareness. Pursuant to section 316.0776, Florida Statutes, before notices of violation for school zone speed infractions may be issued, a public announcement and 30-day public awareness campaign of the initial proposed use of speed detection systems must be conducted. During the 30-day public awareness campaign, only a warning may be issued to the registered owner for a school speed zone infraction and a fine shall not be imposed.

Sec. 21-89 – Designation of School Zones

The City Commission finds that based upon the traffic data and other evidence presented at the public hearing this date of adoption, the school zones on the roadways surrounding the following schools constitute a heightened safety risk that warrants additional enforcement measures by installation or placement of speed detection systems pursuant to section 316.008, Florida Statutes. Subsequent speed detection systems may be approved for inclusion or removal via amendment to this Ordinance in accordance with applicable law.

Leesburg Elementary School
2229 South Street
Leesburg, Florida 34748

Oak Park Middle School
2101 South Street
Leesburg, Florida 34748

Carver Middle School
1198 Beecher Street

Leesburg, Florida 34748

Beverly Shores Elementary School
1108 Griffin Road
Leesburg, Florida 34748

Leesburg High School
1401 Yellow Jacket Way
Leesburg, Florida 34748

St. Paul's Catholic School
1330 Sunshine Avenue
Leesburg, Florida 34748

Lake Montessori
415 Lee Street
Leesburg, Florida 34787

Sec. 21-90 – Enforcement Procedures

- (a) General Powers. The Leesburg Police Department shall be authorized to enforce the applicable speed limit on a roadway properly maintained as a school zone pursuant to Chapter 2023-174, Laws of Florida, for violations of sections 316.183 and 316.1895, Florida Statutes, through the use of a speed detection system for the detection of speed and capturing of photographs or videos for violations in excess of 10 miles per hour over the speed limit in force at the time of the violation. The Leesburg Police Department Chief of Police or designee is responsible for establishing the business rules of procedure between the vendor and the City necessary for implementing this Section.
- (b) Review of Speed Detection System Information. Pursuant to section 316.1896, Florida Statutes, as may be amended, information captured by a speed detection system shall be reviewed by a law enforcement officer or traffic infraction enforcement officer.
- (c) School Zone Speed Detection System Violations. The applicable speed limit on a roadway properly maintained as a school zone may be enforced through the capturing of a violation by a speed detection system as follows:
 - (i) For a violation of section 316.1895, Florida Statutes, in excess of 10 miles per hour over the school zone speed limit which occurs within 30 minutes before through 30 minutes after the start of a regularly scheduled breakfast program.

- (ii) For a violation of section 316.1895, Florida Statutes, in excess of 10 miles per hour over the school zone speed limit which occurs within 30 minutes before through 30 minutes after the start of a regularly scheduled school session.
 - (iii) For a violation of section 316.183, Florida Statutes, in excess of 10 miles per hour over the posted speed limit during the entirety of a regularly scheduled school session.
 - (iv) For a violation of section 316.1895, Florida Statutes, in excess of 10 miles per hour over the school zone speed limit which occurs within 30 minutes before through 30 minutes after the end of a regularly scheduled school session.
- (d) Notice of Violation. A notice of violation must be sent to the registered owner of the motor vehicle involved in the violation as provided under section 316.1896, Florida Statutes.
- (e) Hearing Procedures and Appeals. Hearings to contest notices of violations shall be held in accordance with the requirements of Chapter 2023-174, Laws of Florida, and sections 316.0083(5) and 316.1896, Florida Statutes. An aggrieved party may appeal a final administrative order of the Local Hearing Officer in accordance with section 316.1896, Florida Statutes.
- (f) Defenses and Penalties. The enforcement of school zone speed infractions including the issuance of notices of violation and uniform traffic citations, the processing of affidavits to assert an exception to liability, and the assessment of fines and costs must comply with section 316.1896, Florida Statutes. In accordance with section 316.1896(14)(e), Florida Statutes, the Local Hearing Officer must assess the statutory authorized penalty if the registered owner is found in violation and may also require the registered owner to pay municipal costs not to exceed \$250 per violation. A registered owner who receives a notice of violation may, within 30 days:
 - (i) Pay the fine of \$100.00, as fixed by section 318.18(3)(d), Florida Statutes, as it may be amended; or
 - (ii) Submit an affidavit establishing an exception to liability pursuant to section 316.1896(8), Florida Statutes, as it may be amended; or (iii) Request a hearing.
- (g) Issuance of a uniform traffic citation. A law enforcement officer or traffic infraction enforcement officer shall be authorized, pursuant to section 316.1896, Florida Statutes, to issue a uniform traffic citation for violations of sections 316.1895 or 316.183 as authorized by section 316.008(9), Florida Statutes. If the registered owner of a vehicle does not timely pay the fine reflected on the notice of violation,

submit a sufficient affidavit, or request a hearing, a uniform traffic citation must be issued by a law enforcement officer or a traffic infraction enforcement officer to the registered owner and transmitted to the Lake County Clerk of the Court for disposition by the county court.

Sec. 21-91— Collection of Evidence, Public Records, and Retention Requirements

In accordance with section 316.1896, Florida Statutes, a speed detection system in a school zone may not be used for remote surveillance. The collection of evidence by a speed detection system to enforce school zone speed infractions, or user-controlled pan or tilt adjustments of speed detection components, do not constitute remote surveillance. Recorded video or photographs collected as part of a speed detection system in a school zone may only be used to document school zone speed infractions and for purposes of determining criminal or civil liability for incidents captured by the speed detection system incidental to the permissible use of the speed detection system. Any recorded video or photograph obtained via a speed detection system must be destroyed within 90 days after the final disposition of the recorded event, pursuant to section 316.1896, Florida Statutes. Written notice that such records have been destroyed must be provided by December 31st of each year to the City by its speed detection system vendor. All public records related to the administration of this Section must be maintained in accordance with Florida law and all requests for such records must be addressed in accordance with Chapter 119, Florida Statutes, and any other applicable state law.

Sec. 21-92 – Annual Reporting Requirements

The City, with the assistance of Leesburg Police Department and/or the vendor, will annually report on the City's school zone speed enforcement program to the public and to the Florida Department of Highway Safety and Motor Vehicles in accordance with sections 316.0776 and 316.1896, Florida Statutes, as they may be amended.

Pursuant to section 316.0776 (3)(c), the compliance or sufficiency of compliance with this requirement may not be raised in a proceeding challenging a notice of violation for a school zone speed infraction.

Sec. 21-93 – Collected Fines and Costs

All fines and costs collected pursuant to this Article must be remitted in accordance with sections 316.1896 and 318.18, Florida Statutes, and any other relevant state law.

Sec. 21-94 – School Crossing Guard Recruitment and Retention Program

Pursuant to section 316.1894, Florida Statutes, as may be amended, the law enforcement agency having jurisdiction over a municipality conducting a school zone speed detection system program authorized by section 316.008(9), Florida Statutes, must use funds generated pursuant to section 316.1896(5)(e), Florida Statutes, from the school zone speed detection system program to administer the School Crossing Guard Recruitment and Retention Program. Such program may provide recruitment and retention stipends to crossing guards at K-12 public schools, including charter schools, or stipends to third parties for the recruitment of new crossing guards. The School

Crossing Guard Recruitment and Retention Program must be designed and managed at the discretion of the law enforcement agency.

Section 3. 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 4. Code Inclusion. The provisions of this Ordinance shall become and be made part of the City of Leesburg Code of Ordinances, that the sections of this Ordinance may be renumbered to accomplish such intention, and that the word Ordinance shall be changed to Article, Section, Subsection, or other appropriate word as may be applicable.

Section 5. Effective Date. This Ordinance shall take effect five (5) days 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.

James A. Burry, Jr., Mayor

ATTEST:

City Clerk

Approved as to form:

William Grant Watson, City Attorney

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA ENACTING ARTICLE VII – SCHOOL ZONE SPEED ENFORCEMENT, CHAPTER 21 OF THE CITY'S CODE OF ORDINANCES; PROVIDING FOR PURPOSE, INTENT, AND DEFINITIONS; ESTABLISHING A SCHOOL ZONE SPEED ENFORCEMENT PROGRAM AND AUTHORIZING THE USE OF SPEED DETECTION SYSTEMS WITHIN THE CITY; PROVIDING FOR PROGRAM IMPLEMENTATION REQUIREMENTS AND DESIGNATION OF SCHOOL ZONES; PROVIDING FOR ENFORCEMENT AND ADMINISTRATIVE PROCEDURES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☒ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☒ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, City and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;

¹ See Section 166.041(4)(c), Florida Statutes.

- b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
- c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
- d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

The School Zone Speed Enforcement Ordinance (“the Ordinance”) establishes a school zone speed enforcement program in the City of Leesburg pursuant to CS/CS/HB 657 (2023) (“HB 657”), by authorizing the use of speed detection systems within the city limits, enables the Leesburg Police Department to provide for program implementation and enforcement procedures and requirements, and provides for the designation of school zones. The purpose and intent of the Ordinance is to protect the health, safety, and welfare of the citizens of the City by authorizing the placement or installation and use of speed detection systems on roadways within the jurisdiction of the City, to promote compliance with speed limits in school zones, and to adopt a quasi-judicial system to enforce violations.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;

Zero direct compliance costs.

A business will be subject to a fine under this Ordinance only if a motor vehicle registered to the business commits a school zone speed infraction and the business either fails to timely submit an affidavit establishing an exception to liability or does not prevail after a hearing to challenge the violation. Pursuant to the Ordinance and section 316.1896, Florida Statutes, the registered owner of the violating vehicle is responsible and liable for paying the applicable fine unless the owner can establish an enumerated exception. One of the exceptions is that the motor vehicle was, at the time of the violation, in the care, custody, or control of another person; this could be an individual employee/driver of the business’s vehicle. Pursuant to section 318.18(3)(d), Florida Statutes, the penalty/fine for a school zone speed infraction is \$100.00. If the registered owner of the violating vehicle elects to contest a notice of violation at a hearing and the violation is upheld by a local hearing officer, the local hearing officer, in addition to the mandatory \$100 fine, may impose up to \$250.00 in administrative costs owed to the City pursuant to sections 316.1896 and

316.0083(5)(e), Florida Statutes. If the registered owner fails to pay the fine on the notice of violation, elect a hearing, or timely submit an affidavit establishing a statutory defense to liability, a uniform traffic citation is issued and sent to the County Court. Uniform traffic citations remain subject to the \$100.00 fine, plus court costs as established by state law pertinent to traffic infractions disposed of by the County Court.

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and

A business will be subject to a fine under this Ordinance only if a motor vehicle registered to the business commits a school zone speed infraction and the business either fails to timely submit an affidavit establishing an exception to liability or does not prevail after a hearing to challenge the violation. Pursuant to the Ordinance and section 316.1896, Florida Statutes, the registered owner of the violating vehicle is responsible and liable for paying the applicable fine unless the owner can establish an enumerated exception. One of the exceptions is that the motor vehicle was, at the time of the violation, in the care, custody, or control of another person; this could be an individual employee/driver of the business's vehicle.

Pursuant to section 318.18(3)(d), Florida Statutes, the penalty/fine for a school zone speed infraction is \$100.00. If the registered owner of the violating vehicle elects to contest a notice of violation at a hearing and the violation is upheld by a local hearing officer, the local hearing officer, in addition to the mandatory \$100 fine, may impose up to \$250.00 in administrative costs owed to the City pursuant to sections 316.1896 and 316.0083(5)(e), Florida Statutes. If the registered owner fails to pay the fine on the notice of violation, elect a hearing, or timely submit an affidavit establishing a statutory defense to liability, a uniform traffic citation is issued and sent to the County Court. Uniform traffic citations remain subject to the \$100.00 fine, plus court costs as established by state law pertinent to traffic infractions disposed of by the County Court.

c) An estimate of the City's costs, including estimated revenues from any new charges or fees to cover such costs.

Per the Ordinance, the City Manager and Leesburg Police Department will be responsible for procuring a vendor contract to place/install speed detection systems, reviewing potential violations, and providing law enforcement testimony at hearings on such violations. County staff will be responsible for administering the quasi-judicial hearing process via the Code Enforcement Board or Code Enforcement Special Magistrate to address hearings for persons who contest the issuance of a notice of violation. There will be an indeterminate impact on the City's Police Department with respect to the staff and resources necessary to administer this program. The financial impact will vary depending

on the number of violations captured by the speed detection systems and the number of hearings requested. Per the Ordinance and section 316.1896, Florida Statutes, the \$100 fine collected by the City for each school zone speed infraction must be remitted as follows: (a) Twenty dollars must be remitted to the Department of Revenue for deposit into the General Revenue Fund. (b) Sixty dollars must be retained by the County and must be used to administer speed detection systems in school zones and other public safety initiatives. (c) Three dollars must be remitted to the Department of Revenue for deposit into the Department of Law Enforcement Criminal Justice Standards and Training Trust Fund. Twelve dollars must be remitted to the school district in which the violation occurred and must be used for school security initiatives, for student transportation, or to improve the safety of student walking conditions. Funds remitted under this paragraph must be shared with charter schools in the district based on each charter school's proportionate share of the district's total unweighted full-time equivalent student enrollment and must be used for school security initiatives or to improve the safety of student walking conditions. (e) Five dollars must be retained by the City for the School Crossing Guard Recruitment and Retention Program pursuant to section 316.1894, Florida Statutes. If the registered owner of the violating vehicle elects to contest a notice of violation at a hearing and the violation is upheld by a local hearing officer, the local hearing officer may impose up to \$250.00 in administrative costs, which are retained by the City pursuant to sections 316.1896 and 316.0083(5)(e), Florida Statutes. If the registered owner fails to pay the fine on the notice of violation, elect a hearing, or timely submit an affidavit establishing a statutory defense to liability, a uniform traffic citation is issued and sent to the County Court. Uniform traffic citations remain subject to the \$100.00 fine, plus court costs as established by state law pertinent to traffic infractions disposed of by the County Court.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: **Indeterminate.**

A business will be impacted by this Ordinance only if a motor vehicle registered to the business commits a school zone speed infraction.

4. Additional information the governing body deems useful (if any):

As indicated on page 1 of this BIE, this Ordinance may be exempt from the BIE requirement on two grounds.

First, the Ordinance is "required for compliance with Federal or State law or regulation," per section 125.66(3)(c)1., Florida Statutes. Section 316.008(9)(c), Florida Statutes, provides that "A county or municipality must enact an ordinance in order to authorize the placement or installation of a speed detection system on a roadway maintained as a school zone as authorized by this subsection."

Second, the Ordinance “is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the local government,” per section 125.66(3)(c)4., Florida Statutes. Section 316.008(9)(b), Florida Statutes, authorizes a county to contract with a vendor to place or install a speed detection system within a school zone, and such systems must be authorized by ordinance pursuant to section 316.008(9)(c), Florida Statutes.

This BIE has nevertheless been prepared for the benefit of the Leesburg City Commission and the public, in a good faith effort to comply with state law.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.1.

Meeting Date: July 22, 2024

From: Joseph Mera, (Fire Chief)

Subject: An Ordinance of the City of Leesburg, Florida, consenting to the inclusion of the City of Leesburg, Florida, within the Countywide Municipal Service Taxing Unit for the provision of Ambulance and Emergency Medical Services, as adopted by the Board of County Commissioners of Lake County, Florida; providing for the City to be included within said M.S.T.U. for a specific term of years; providing for conflicts; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the ordinance extending participation in the countywide MSTU for ambulance and emergency medical services.

Analysis:

The Board of County Commissioners for Lake County enacted an ordinance creating a municipal service taxing unit (the “MSTU”) to fund the provision of ambulance and emergency medical services within the MSTU. On July 25, 2009, the City passed Ordinance No. 00-29 which included the City within the MSTU. The current term expires on September 30, 2024, and it is appropriate to extend the City’s participation in the MSTU for an additional year.

Procurement Analysis:

N/A

Options:

1. Approve the ordinance extending the timeframe for participation in the MSTU; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The MSTU provides the funding source for the provision of ambulance services in Leesburg and Lake County.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CONSENTING TO THE INCLUSION OF THE CITY OF LEESBURG, FLORIDA, WITHIN THE COUNTYWIDE MUNICIPAL SERVICE TAXING UNIT FOR THE PROVISION OF AMBULANCE AND EMERGENCY MEDICAL SERVICES, AS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA; PROVIDING FOR THE CITY TO BE INCLUDED WITHIN SAID M.S.T.U. FOR A SPECIFIC TERM OF YEARS; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners for Lake County determined that the best mechanism to secure the necessary funding to provide ambulance service was to create a countywide municipal service taxing unit authorizing the County to levy ad valorem taxes therein for the provision of ambulance and emergency medical services, and has enacted an ordinance creating that municipal service taxing unit; and

WHEREAS, Section 125.01(1)(q), Florida Statutes, provides that boundaries of a municipal service taxing unit may include all or part of the boundaries of a municipality if the affected municipality consents, by ordinance, to be included therein; and

WHEREAS, the City Commission of the City of Leesburg, Florida has determined that it is in the best interest of and serves the health, safety, and general welfare of the residents of Leesburg to include the City of Leesburg within the Lake County municipal service taxing unit for ambulance and emergency medical services; and

WHEREAS, Lake County's ordinance expressed its intent to include the City of Leesburg within the boundaries of the Lake County Municipal Taxing Unity for Ambulance and Emergency Medical Services (the "MSTU"), subject to the adoption of an approving ordinance by the City Commission of the City of Leesburg; and

WHEREAS, the City Commission of the City of Leesburg, Florida, previously agreed by Ordinance No. 00 - 29, and subsequent ordinances extending the approval, to be included in the MSTU, which has been mutually beneficial; and

WHEREAS, the City once again wishes to extend its inclusion within the MSTU for an additional one (1) year term upon expiration of the current term on September 30, 2024.

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA:

SECTION I. The City Commission of the City of Leesburg hereby consents to the inclusion of the City of Leesburg within the boundaries of the "Lake County Municipal Service Taxing Unity for Ambulance and Emergency Medical Services."

SECTION II. The date on which Ordinance No. 00-29 expires is hereby amended to September 30, 2025.

SECTION III. All ordinances or part of ordinances which are in conflict with this Ordinance are hereby repealed, to the extent necessary to alleviate the conflict, but shall continue in effect insofar as they are not in conflict herewith, unless repeal of the conflicting portion destroys the overall intent and effect of any of the conflicting ordinance, in which case those ordinances so affected shall be hereby repealed in their entirety.

SECTION IV. If any portion of this Ordinance is declared invalid or unenforceable, and to the extent that it is possible to do so without destroying the overall intent and effect of this Ordinance, the portion deemed invalid or unenforceable shall be severed here from and the remainder of the ordinance shall continue in full force and effect as if it were enacted without including the portion found to be invalid or unenforceable.

SECTION V. 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

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

Attest: _____
J. Andi Purvis, City Clerk

Business Impact Estimate

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes.

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CONSENTING TO THE INCLUSION OF THE CITY OF LEESBURG, FLORIDA, WITHIN THE COUNTYWIDE MUNICIPAL SERVICE TAXING UNIT FOR THE PROVISION OF AMBULANCE AND EMERGENCY MEDICAL SERVICES, AS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA; PROVIDING FOR THE CITY TO BE INCLUDED WITHIN SAID M.S.T.U. FOR A SPECIFIC TERM OF YEARS; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☒ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or

¹ See Section 166.041(4)(c), Florida Statutes.

d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

The City Commission of the City of Leesburg, Florida has determined that it is in the best interest of and serves the health, safety, and general welfare of the residents of Leesburg to include the City of Leesburg within the Lake County municipal service taxing unit for ambulance and emergency medical services. The purpose of the ordinance is formally consent to the inclusion of the City of Leesburg within the boundaries of the "Lake County Municipal Service Taxing Unity for Ambulance and Emergency Medical Services."

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any: **Property owners will be assessed at 0.4629 Mills**

(a) An estimate of direct compliance costs that businesses may reasonably incur; **Varies per property.**

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and **Existing assessment being extended.**

(c) An estimate of the City's costs, including estimated revenues from any new charges or fees to cover such costs. **No new charges or fees proposed.**

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: **All businesses in the city limits.**

4. Additional information the governing body deems useful (if any): **N/A**

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.C.1.

Meeting Date: July 22, 2024

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, designating the City Code Enforcement Board as the Local Hearing Officer pursuant to Chapter 203-174, Laws of Florida; appointing existing staff to serve as the Clerk to the City's Local Hearing Officer pursuant to Chapter 203-174, Laws of Florida; authorizing the approval of a Photo Enforcement Services Agreement between the City of Leesburg and Altumint, Inc.; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the Resolution.

Analysis:

The purpose and intent of this Resolution is to protect the health, safety, and welfare of City residents by authorizing the placement or installation and use of speed detection systems on roadways maintained as a school zone within City limits, to promote compliance with speed limits in school zones, and to adopt a quasi-judicial system to enforce violations.

The Resolution, in accordance with §316.1896 Florida Statutes, designates the City's Code Enforcement Board as the Local Hearing Officer along with appointing the City's Police Chief or designee as the clerk to the City's Code Enforcement Board. Finally, the Resolution authorizes the City Manager to execute the Photo Enforcement Service Agreement with Altumint, Inc.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, DESIGNATING THE CITY CODE ENFORCEMENT BOARD AS THE LOCAL HEARING OFFICER PURSUANT TO CHAPTER 2023-174, LAWS OF FLORIDA; APPOINTING EXISTING STAFF TO SERVE AS THE CLERK TO THE CITY'S LOCAL HEARING OFFICER PURSUANT TO CHAPTER 2023-174, LAWS OF FLORIDA; AUTHORIZING THE APPROVAL OF A PHOTO ENFORCEMENT SERVICES AGREEMENT BETWEEN THE CITY OF LEESBURG AND ALTUMINT, INC.; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 1, 2023, House Bill 657 ("HB 657"), as codified under Chapter 2023-174, Laws of Florida, went into effect, authorizing municipalities to use speed detection systems in accordance with certain technical specifications established by the Florida Department of Transportation to enforce the speed limit in a school zone at specific periods; and

WHEREAS, to promote deterrence of drivers speeding through school zones, and thereby aid in further protection of health, safety and welfare of students, pedestrians and residents, the City of Leesburg (the "City") adopted Ordinance 2024-48, authorizing the use and implementation of school zone detection systems within City limits; and

WHEREAS, per Ordinance 2024-48, the City Commission hereby designates its currently appointed Code Enforcement Board to serve as its Local Hearing Officer, having jurisdiction to conduct proceedings in accordance with Chapter 2023-174, Laws of Florida and §316.1896, Florida Statutes, as such may be amended from time to time; and

WHEREAS, §316.1896, Florida Statutes, provides that municipalities electing to enforce school zone speed limit violations using speed detection systems must designate by resolution existing staff to serve as the clerk to the local hearing officer; and

WHEREAS, per Ordinance 2024-48, the City Commission hereby designates the Leesburg Police Chief or its designee to serve as clerk to the local hearing officer for hearings on school zone speed limit infractions enforced through; and

WHEREAS, HB 657 requires that before the City contracts or renews a contract with a vendor to place or install speed detection systems, the City must approve the contract or contract renewal at a regular or special commission meeting; the vendor contract may not be considered as part of the consent agenda as public input must be allowed; and

WHEREAS, the creation of the School Zone Enforcement Program and the Photo Enforcement Services Agreement with Altumint, Inc. will protect the health, safety, and welfare of the citizens of Leesburg; and

WHEREAS, the City Commission, in good faith, has determined this Resolution is in the best interest of the City and its residents.

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

1. **Recitals.** The recitals above are restated and incorporated herein for all purposes.
2. **Designation of Local Hearing Officer per Ordinance 2024-48.** The Leesburg City Commission hereby designates its Code Enforcement Board to serve as the City's Local Hearing Officer in accordance with Chapter 2023-174, Laws of Florida and §316.1896, Florida Statutes, as such may be amended from time to time.
3. **Designation of Existing Staff as Clerk to the Local Hearing Officer.** The Leesburg City Commission hereby designates the Leesburg Police Chief or its designee to serve as the clerk to the City's Local Hearing Officer in accordance with Chapter 2023-174, Laws of Florida and §316.1896, Florida Statutes, as such may be amended from time to time.
4. The City Manager is hereby authorized to execute the Photo Enforcement Service Agreement with Altumint, Inc., a Florida limited liability company, and any other documents necessary to implement the School Zone Speed Enforcement Program.
5. **Effective Date.** This Resolution shall become effective immediately 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 22nd day of July 2024.

THE CITY OF LEESBURG, FLORIDA

ATTEST:

James A. Burry, Jr., Mayor

J. Andi Purvis, City Clerk

Miscellaneous Accounts Receivable Customers With Unpaid Balances
Prepared by Finance
May 31, 2024

CURRENTLY WORKED BY PROVIDING DEPARTMENT OR FINANCE

001 Fund

Galbreath, Jean-Paul	Working with Police Dept	Security for Dec 2,2023	360.00
Jam Entertainment	Working with Police Dept	Security for Nov 18,2023	495.00
Jennings, Matthew	Boat not here/ Sent to Attorney	Marina Rent	711.99
Porter-Shaw, Breanna	Working with Police Dept	Security for Jan 28,2023	40.00
The Card Company	Working with Police Dept	Security for Dec 8,2023	180.00
			<u>1,786.99</u>

013 Fund

Calhoun, Contessa	Working with Housing Dept	Housing Rent	2,641.00
Piard, Marie	Working with Housing Dept	Housing Rent	1,927.00
			<u>4,568.00</u>

042 Fund

Centurylink of Florida	Working with Gas Dept	USIC Locating Services	4,596.00
			<u>4,596.00</u>

046 Fund

Johnson & Laux Construction	Working with Public Works	Solid Waste Rolloff	616.50
			<u>616.50</u>

Total 11,567.49

001 FUND TOTAL	\$	1,786.99
013 FUND TOTAL	\$	4,568.00
042 FUND TOTAL	\$	4,596.00
046 FUND TOTAL	\$	616.50
	\$	<u>11,567.49</u>

Expected write offs as of May 31, 2024

Every September, the Finance Director informs the Commission the dollar amount of customer accounts to be written off. Listed below are the amounts for the prior fiscal years and how the City is trending for fiscal years 2023 and 2024

Fiscal Write Off Year	Projected Written Off	Actual Written Off	Add'l Amount Collected
2022-2023	\$ -		
2021-2022	281,753	350,141	68,388
2020-2021	307,042	22,615	(284,427)
2019-2020	284,281	635,544	351,263
2018-2019	342,912	284,276	(58,636)
2017-2018	394,427	268,001	(126,426)
2016-2017	345,913	314,552	(31,361)
2015-2016	491,091	440,511	(50,580)
2014-2015	431,543	364,023	(67,519)
2013-2014	292,507	258,246	(34,261)
2012-2013	280,544 *	216,319	(64,225)
2011-2012	380,227 *	341,414	(38,813)

Projected
Fiscal year 2023 - Month by Month
10/01/22- 09/30/23

Month	Amount Written Off	Number of Accounts	
		Commercial	Residential
October	\$ 23,873	5	77
November	34,977	1	90
December	52,217	6	119
January	48,307	4	76
February	53,540	3	88
March	58,912	4	99
April	34,336	1	56
May	29,663	4	64
June	37,858	2	72
July	31,499	2	79
August	23,172	1	62
September	29,405	6	74
Accounts to be written off*	\$ 457,759	39	956
Prior Yr to Date	\$ 281,754	38	748
difference - () negative	\$ (176,005)	(1)	(208)

Projected
Fiscal year 2024- Month by Month
10/01/23- 09/30/24

Month	Amount Written Off	Number of Accounts		Average Account Balance	
		Commercial	Residential	Commercial	Residential
October	\$ 37,620	4	70	199.24	297.10
November	48,177	3	104	290.80	385.40
December	40,391	2	79	936.08	391.60
January	51,778	2	108	3,201.68	467.10
February	79,343	11	89	373.72	595.67
March	26,916	3	78	977.69	555.57
April	21,640	2	59	474.74	604.66
May	30,631	7	65	229.54	449.15
June				116.87	511.92
July				398.72	380.95
August				57.98	372.81
September				551.32	352.67
Accounts to be written:	\$ 336,496	34	652		
Prior Yr to Date	\$ 335,825	28	669		
difference - () negative	\$ (671)	(6)	17		

City of Leesburg, Florida
Report of **REVENUES** by Fund
For Period Beginning of October 1, 2023- May 31, 2024 or 67%

Fund Name	REVENUES				
	CURRENT YEAR			LAST YEAR	
	FY 24 Adjusted Budget	FY 24 Revenue	FY 24 Percentage	FY 23 Revenue	FY 23 Percentage
<u>General Fund</u>	34,278,368	25,295,757	74%	21,764,479	71%
<u>Special Revenue Fund</u>					
Housing Assistance	119,200	84,298	71%	88,800	83%
Debt Service Fund	1,720,523	1,720,523	100%	1,608,036	92%
Capital Projects Fund	7,546,147	3,656,292	48%	678,685	11%
Discretionary Sales Tax	3,105,000	2,085,849	67%	2,031,769	78%
Police Forfeiture Fund	-	3,486	0%	41,345	0%
Police Education Fund	-	3,338	0%	3,536	0%
Gas Tax	907,000	566,848	62%	528,728	66%
Police Impact Fees	-	187,482	0%	451,181	0%
Fire Impact Fees	-	59,694	0%	52,418	0%
Recreation Impact Fees	-	80,566	0%	85,101	0%
Building Fund	1,055,500	737,553	70%	659,470	61%
<u>Community Redevelopment Agencies</u>					
Greater Leesburg CRA fund	921,935	949,294	103%	754,839	100%
Carver Heights CRA fund	921,163	776,215	84%	673,053	103%
Highway 27/441 CRA fund	2,324,964	2,411,493	104%	1,842,679	101%
<u>Enterprise Funds</u>					
Stormwater Utility Fund	2,314,511	1,281,965	55%	1,181,018	62%
Electric Utility Fund	89,995,843	42,831,186	48%	50,249,620	52%
Gas Utility Fund	13,066,749	8,514,107	65%	7,786,169	79%
Water Utility Fund	11,424,054	7,876,959	69%	7,490,700	68%
Wastewater Utility Fund	16,651,523	11,761,108	71%	10,533,076	68%
Solid Waste Utility Fund	5,210,507	3,447,339	66%	3,294,753	66%
Airport Fund	9,341,376	1,360,578	15%	1,134,985	19%
<u>Internal Services Fund</u>					
Health Insurance Fund	7,975,656	4,400,843	55%	5,392,662	69%
Workers Comp Insurance Fund	1,256,311	933,492	74%	770,031	66%
Fleet Maintenance Fund	4,022,175	2,209,409	55%	2,046,319	54%
<u>Pension Trust Funds</u>					
Police Retirement Trust Fund	2,635,885	3,953,285	150%	2,945,405	132%
Fire Retirement Trust Fund	1,856,924	4,148,928	223%	5,632,133	327%
General Employees Trust Fund	3,190,000	5,284,847	166%	3,673,789	113%
Use of Fund Balance (Various funds)	72,649,874				
Total All Funds	294,491,188	136,622,734	62%	133,394,779	63%

City of Leesburg, Florida
Report of **EXPENSES** by Fund
For Period Beginning of **October 1, 2023- May 31, 2024** or **67%**

Fund Name	EXPENSES				
	CURRENT YEAR			LAST YEAR	
	FY 24 Adjusted Budget	FY 24 Expenses	FY 24 Percentage	FY 23 Expenses	FY 23 Percentage
<u>General Fund</u>	36,041,182	23,310,093	65%	19,978,774	61%
<u>Special Revenue Fund</u>					
Housing Assistance	143,021	82,204	57%	90,215	56%
Debt Service Fund	1,720,523	1,606,462	93%	1,604,800	92%
Capital Projects Fund	13,455,931	4,901,652	36%	940,553	7%
Discretionary Sales Tax	3,178,006	1,836,800	58%	348,070	13%
Police Forfeiture Fund	89,687	51,571	58%	-	0%
Police Education Fund	-	-	0%	6,915	198%
Gas Tax	997,000	601,012	60%	560,267	44%
Police Impact Fees	-	-	0%	219,381	107%
Fire Impact Fees	47,949	-	0%	4,000	8%
Recreation Impact Fees	-	-	0%	4,070	0%
Building Fund	1,833,626	1,032,628	56%	836,017	53%
<u>Community Redevelopment Agencies</u>					
Greater Leesburg CRA fund	1,092,298	788,441	72%	505,230	62%
Carver Heights CRA fund	1,055,776	191,212	18%	168,252	22%
Highway 27/441 CRA fund	2,466,200	929,495	38%	902,090	46%
<u>Enterprise Funds</u>					
Stormwater Utility Fund	3,373,500	957,731	28%	815,342	25%
Electric Utility Fund	90,002,163	41,906,342	47%	49,434,795	48%
Gas Utility Fund	14,699,112	6,248,979	43%	5,723,842	49%
Water Utility Fund	19,484,397	6,173,759	32%	6,056,598	34%
Wastewater Utility Fund	67,041,446	8,852,651	13%	8,685,975	14%
Solid Waste Utility Fund	5,210,507	3,459,028	66%	3,827,234	70%
Airport Fund	10,452,586	2,253,320	22%	1,941,415	28%
<u>Internal Services Fund</u>					
Health Insurance Fund	7,975,656	5,120,286	64%	5,547,815	71%
Workers Comp Insurance Fund	1,256,311	549,506	44%	881,158	76%
Fleet Maintenance Fund	5,191,502	2,419,345	47%	2,140,266	39%
<u>Pension Trust Funds</u>					
Police Retirement Trust Fund	2,635,885	981,512	37%	911,463	41%
Fire Retirement Trust Fund	1,856,924	1,043,147	56%	1,096,339	64%
General Employees Trust Fund	3,190,000	2,071,009	65%	2,181,776	67%
Total All Funds	294,491,188	117,368,185	40%	115,412,652	40%

GENERAL	SPECIAL REVENUE	DEBT SERVICE	CAPITAL PROJECTS	ELECTRIC UTILITY	GAS UTILITY	WATER UTILITY	WASTEWATER TREATMENT	COMMUNICATION	SANITATION SERVICES	STORM WATER	AIRPORT	BUILDING PERMITS	INTERNAL SERVICE
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		INDIVIDUAL SPECIAL REVENUE FUNDS											
POOLED CASH & INVESTMENTS		SPECIAL REVENUE FUNDS TOTAL	HOUSING ASSISTANCE FUND	GREATER LEESBURG CRA FUND	CARVER HEIGHTS CRA FUND	HIGHWAY 441/27 CRA FUND	POLICE FORFEITURE FUND	POLICE EDUCATION FUND	DISCRETIONARY SALES TAX FUND	GAS TAX FUND	POLICE IMPACT FUND	FIRE IMPACT FUND	RECREATION IMPACT FUND
OPERATING CASH		\$ 11,429,623.23	\$ 191,526.38	\$ 444,936.43	\$ 813,369.57	\$ 4,889,845.93	\$ 130,809.97	\$ 3,058.40	\$ 2,525,585.33	\$ 266,485.19	\$ 1,356,217.01	\$ 309,796.45	\$ 497,992.57
RESTRICTED CASH													
	HUD SHIP PROGRAM & SHOUSE PROCEEDS	75,487.65	75,487.65										
	BOND/NOTE SINKING FUND	(112,147.76)		64,086.67		(176,234.43)							
	SIGN GRANT	507,644.00		70,950.00	319,724.00	116,970.00							
	R&R / OTHER RESTRICTED	18,570.84	18,570.84										
	CUSTOMER DEPOSITS	600,000.00				600,000.00							
SUBTOTAL OF RESTRICTED CASH		\$ 1,089,554.73	\$ 94,058.49	\$ 135,036.67	\$ 319,724.00	\$ 540,735.57	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL POOLED CASH		\$ 12,519,177.96	\$ 285,584.87	\$ 579,973.10	\$ 1,133,093.57	\$ 5,430,581.50	\$ 130,809.97	\$ 3,058.40	\$ 2,525,585.33	\$ 266,485.19	\$ 1,356,217.01	\$ 309,796.45	\$ 497,992.57
NON-POOLED RESTRICTED CASH													
SUBTOTAL NON-POOLED CASH		\$ -											
TOTAL POOLED CASH AND INVEST		\$ 12,519,177.96	\$ 285,584.87	\$ 579,973.10	\$ 1,133,093.57	\$ 5,430,581.50	\$ 130,809.97	\$ 3,058.40	\$ 2,525,585.33	\$ 266,485.19	\$ 1,356,217.01	\$ 309,796.45	\$ 497,992.57

INTERNAL SERVICE FUNDS TOTAL	HEALTH INSURANCE FUND	WORKERS' COMPENSATION FUND	RISK MANAGEMENT FUND	FLEET MAINTENANCE FUND
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**CITY OF LEESBURG
INVESTMENT REPORT
5/31/2024**

DESCRIPTION	BALANCE 5/31/2024
BANK OPERATING AND SAVINGS ACCOUNTS	
Truist Bank - Disbursement	\$36,259,505
TD Bank - Savings	-
Southstate Bank - Savings	11,462
Southstate Bank - CD	2,088,736
JP Morgan - CD	5,212,917
Southstate Bank - CD	5,188,356
TD Bank - CD	4,197,759
Seaside Bank	4,268,939
	\$57,227,674
LOCAL GOVERNMENT INVESTMENT POOLS	
FLSAFE	8,502,939
FLCLASS	10,781,160
FLPRIME	14,954,564
	34,238,663
US BANK (Fiscal Agent)	1,535,397
CHANDLER ASSET MANAGEMENT (SECURITIES)	59,043,633
	59,043,633
TOTAL INVESTMENTS	152,045,367
MARKET ADJUSTMENT	(211,302)
TOTAL VALUE OF INVESTMENTS	\$151,834,065

