

**AGENDA
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
TUESDAY, NOVEMBER 12, 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. West Leesburg CDC Update

4. PUBLIC COMMENTS:

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

5. CONSENT AGENDA:

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

A. CITY COMMISSION MEETING MINUTES:

1. Regular meeting held October 28, 2024

B. PURCHASING ITEMS:

1. Resolution of the City Commission of the City of Leesburg, Florida authorizing the City Commission to approve a cost adjustment to the

existing Emergency Debris Collection and Management Services contract with TFR Enterprises, Inc; and providing an effective date.

2. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Task Order with GAI Consultants, Inc. for Professional Services in the amount of \$148,023.00 for base services and \$74,644 for optional bid items; and providing an effective date.**
3. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Construction Services Agreement with Bulldog Site Work, LLC, for the construction and upgrade of Lift Station 48 and relocate and up-size the force main to increase capacity demand to the sewer system; and providing an effective date.**
4. **Purchase request for Trane Technologies to replace two Performance Climate Changer Air Handling units and two Intellicore 20120T Air Cooled Condensing units in the amount of \$216,276.00 and turnkey installation of HVAC equipment including control connections and safety devices in the amount of \$226,277.00 for a total amount of \$442,553.00.**
5. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Construction Services Agreement with DB Civil Construction, LLC, to demolish and replace the existing parking lot at the Mispah-Simmons Apartment Complex; and providing an effective date.**
6. **Purchase request for the purchase of one (1) John Deere Compact Track Loader from Everglades Equipment Group for the City of Leesburg Public Works Department in the total amount of \$65,000.00. Everglades Equipment Group is the contract holder for the central Florida region under the Florida Sheriff Association contract # FSA23-EQU21.0, Heavy Equipment.**

C. RESOLUTIONS:

1. **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 Homes in Partnership, Inc., regarding natural gas service to the development known as Christian Preserve; and providing an effective date.**
2. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Gas Service Agreement between the City of Leesburg and Meritage Homes of Florida, Inc.,**

regarding natural gas service to the development known as Manor Oaks; and providing an effective date.

3. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Gas Service Agreement between the City of Leesburg and Bellaviva at Whispering Hills, LLC, regarding natural gas service to the development known as Whispering Hills-Master Infrastructure; and providing an effective date.
4. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Partial Release of the Sprayfield Easement granted to the City by Rapid Infiltration Basin Infrastructure & Transmission, LLC, in exchange for a modification of the Sprayfield Easement Area; accepting a modification to the Sprayfield Easement Area; and providing an effective date.
5. Resolution of the City Commission of the City of Leesburg, Florida, amending the Fiscal Year 2023-24 Budget for the General, Electric, Gas, Airport, Health Insurance and Police Impact Fee Funds for the Fourth Quarter; 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 an Interlocal Agreement between the City of Leesburg, and Sumter Landing Community Development District; 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, annexing certain real property consisting of approximately 10.02 +/- acres; and being generally located west of U.S. Highway 27 and north of El Presidente Boulevard lying in Section 25, Township 20 South, Range 24 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date. (Blue Ridge Storage ANNX)
2. An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 10.02 +/- acres from Lake

County Urban Low Density to Leesburg General Commercial, for a property generally located west of U.S. Highway 27 and north of El Presidente Boulevard lying in Section 25, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Blue Ridge Storage SSCP)

- 3. An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 10.02 +/- acres from Lake County PUD (Planned Unit Development) to Leesburg PUD (Planned Unit Development) to allow a self-service storage facility, for a property generally located west of U.S. Highway 27 and north of El Presidente Boulevard lying in Section 25, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Blue Ridge Storage PUD)**
- 4. An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 208.5 +/- acres; and being generally located east of County Road 33 and south of Lake Brite Street, and west of County Road 33 and south of Desert Lane, lying in Section 3, Township 21 South, Range 24 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date. (Lake Bright/Brighurst ANNX)**
- 5. An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 208.5 +/- acres from Lake County Rural to City of Leesburg Estate Residential, for a property generally located east of County Road 33 and south of Lake Brite Street, and west of County Road 33 and south of Desert Lane, lying in Section 3, Township 21 South, Range 24 East, Lake County, Florida; and providing an effective date. (Lake Bright/Brighurst LSCP)**
- 6. An Ordinance of the City of Leesburg, Florida, changing the zoning of approximately 208.5 +/- acres from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development), for a property generally located east of County Road 33 and south of Lake Brite Street, and west of County Road 33 and south of Desert Lane as legally described in Section 3, Township 21 south, Range 24 east, Lake County, Florida; and providing an effective date. (Lake Bright/Brighurst PUD)**
- 7. An Ordinance of the City of Leesburg, Florida, establishing the Orange Bend 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. (Orange Bend CDD)

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 31 +/- acres from City of Leesburg Industrial to City of Leesburg General Commercial, for a property generally located south of County Road 48, west of U.S. Highway 27, and east of Haywood Worm Farm Road, lying in Section 14, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (SSCP Blount Birchmier)**
- 2. An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 31 +/- acres from City of Leesburg CIP (Commercial/Industrial Planned) to City of Leesburg PUD (Planned Unit Development) to allow for a mixed-use development for a property generally located south of County Road 48, west of U.S. Highway 27, and east of Haywood Worm Farm Road, lying in Section 14, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (PUD Blount Birchmier)**

C. NON-ROUTINE ITEMS

- 1. Resolutions of Appreciation**
 - a. Resolution of Appreciation from the City Commission of the City of Leesburg, Florida, to the City of Troy, Alabama, for assistance provided during recovery from Hurricane Milton; and providing an effective date.**
 - b. Resolution of Appreciation from the City Commission of the City of Leesburg, Florida to the Scottsboro Electric Power Board, Scottsboro, Alabama, for assistance provided during recovery from Hurricane Milton; and providing an effective date.**
 - c. Resolution of Appreciation from the City Commission of the City of Leesburg, Florida, to Keys Energy Services, Key West, Florida, for assistance provided during recovery from Hurricane Milton; 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. None

8. CITY ATTORNEY ITEMS:

9. CITY MANAGER ITEMS:

A. City Surplus Lots Update

B. Florida DEP State Revolving Fund Update (\$19.8 million grant)

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, OCTOBER 28, 2024 5:30 PM**

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting on Monday, October 28, 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

The invocation and pledge of allegiance were performed at the Carver Heights/Montclair Area Community Redevelopment meeting held immediately prior to this meeting.

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

2. PROCLAMATIONS:

A. None

3. PRESENTATIONS:

A. None

4. PUBLIC COMMENTS:

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Caroline Van Dyken of 120 Palmora, Leesburg gave a shout-out to all the city employees who worked

around the clock during and after the hurricane. Their dedication and hard work did not go unnoticed. With Halloween, her subdivision is hit hard by trick-or-treaters. She hoped that the trees and debris would be cleared out before then to make it safer for the trick-or-treaters. She appreciates the police presence on Halloween because it is a great opportunity for the police to build relationships with the youth.

Now, for the real reason why she was there, the speed cameras. She was confused about how it was approved. After the last meeting, she went back and reviewed all the documentation. On April 8th under the consent agenda, it was approved without being pulled or discussed and the contract with Altumint was signed that day. However, three months later it was brought back to the commission under ordinances to discuss the first reading and second reading. The first reading was July 8th and the second reading was July 22nd. She did not understand how the process worked, because she thought it had to be under ordinances for the first and second readings before approving a contract. She was unsure how the city got into this to begin with, because it is a burden to taxpayers. The expenses range over \$200,000 a year and that is being conservative. We will also spend an additional \$18 per citation. Then they are adding to the case load of the hearing officer, which means the city will have to pay her more to handle these cases. With the zone times on the signs, yes, they do clearly state the zone times are thirty minutes before and thirty minutes after school starts. However, there are no zone times as far as when the speed limit is to be reduced as far as a flashing light. Who monitors the flashing lights and are they synced with the cameras? They have internal digital clocks and digital clocks do get off. There could be a possibility where thirty seconds makes a difference between the flashing light and the camera system, and that could accuse a citizen of doing wrong. It would then fall to the citizen to prove otherwise.

Ray Hayden of 35121 Dennis Road Leesburg said the Lake Montessori School on Lee Street is normally 25 mph, and it goes to 15 mph at the curve. That curve happens in the blink of an eye. His wife told him about it, so he had to go see for himself, and there were no flashing lights. Thankfully, they did not get hit by the speed thing, but there will be a situation there because there is no warning. Someone needs to look at that and get it cleaned up.

Tralonie Montoute of 816 Georgia Avenue presented a packet of information along with a USB drive that included videos and pictures of her personal property that was damaged by the hurricane because the Leesburg Public Works department did not take care of the flooding situation prior to the storm. **CM Minner** accepted the information she provided. He verified that she was filing a formal claim against the city. **Ms. Montoute** agreed. **CM Minner** explained that he would disseminate that information to Lisa Earl, who is the city's risk manager. She will file the claim tomorrow with our insurance company and the insurance company will determine whether the city has any liability in the situation. It may take a couple of weeks for the insurance company to review the information and make a determination. However, she will hear from them.

5. CONSENT AGENDA:

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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 October 14, 2024**

B. PURCHASING ITEMS:

- 1. Purchase request for the purchase of nine (9) new 2025 Ford Interceptor Utility AWD vehicles for the Police Department in the amount of \$392,826.60 from Garber Fleet Sales, contract holder for the central Florida region under the Florida Sheriffs Association.**
- 2. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Agreement with Ballfer Service Corp for services related to the Mispah Simmons Fence Replacement for an amount of \$61,260.00; and providing an effective date.**

ADOPTED RESOLUTION 11,910

- 3. Purchase request for twelve (12) M500- in car system with body worn camera for the Police Department's new police officers for the amount of \$150,360.00 from Motorola Solutions, Inc.**
- 4. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Agreement with TFR Enterprises, Inc. for Hurricane Milton Vegetative Debris Grinding; and providing an effective date.**

ADOPTED RESOLUTION 11,911

- 5. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Agreement with Missing Link Mitigation Preserve, LLC. for 0.12 Dual Freshwater Forested and .4 Dual Herbaceous wetland mitigation credits for the Susan Street Sports Complex Project; and providing an effective date.**

ADOPTED RESOLUTION 11,912

C. RESOLUTIONS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Amendment to Agreement for Professional Services with Kimberly A. Schulte to include services as the City's Local Hearing Officer for the City's School Zone Speed Enforcement Program; and providing an effective date.**

ADOPTED RESOLUTION 11,913

- 2. Resolution of the City Commission of the City of Leesburg, Florida, approving a Proportionate Share Mitigation Agreement entered into by and between the School Board of Lake County, Florida, Kolter Group Acquisitions, LLC, and the City of Leesburg, Florida, to allow for payment of Lake County School Impact Fees; and providing an effective date. (Bar Key Reserve Phase 1)**

ADOPTED RESOLUTION 11,914

- 3. Resolutions authorizing the execution of Gas Service Agreements between the City of Leesburg and Aguia Marina, LLC, to the developments known as Terra Vista Phase 1, Terra Vista Phase 2, and Terra Vista Phase 3.**
 - a. Resolutions 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 Aguia Marina, LLC, regarding offsite development for the provision of natural gas service to the developments known as Terra Vista Phase 1; and providing an effective date.**

ADOPTED RESOLUTION 11,915

- b. Resolutions 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 Aguia Marina, LLC, regarding offsite development for the provision of natural gas service to the developments known as Terra Vista Phase 2; and providing an effective date.**

ADOPTED RESOLUTION 11,916

- c. Resolutions 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 Aguia Marina, LLC, regarding offsite development for the provision of natural gas service to the developments known as Terra Vista Phase 3; and providing an effective date.

ADOPTED RESOLUTION 11,917

- 4. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Civic Organization Funding Agreement for Fiscal Year 2024-25 with Leesburg Cemeteries, Inc.; and providing an effective date.**

ADOPTED RESOLUTION 11,918

- 5. Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement affecting the property described therein from DNA Realty Trust, LLC, joined by Chestnut Equity Partners, LLC; and providing an effective date.**

ADOPTED RESOLUTION 11,919

6. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:

A. SECOND READING OF ORDINANCES

- 1. None**

B. FIRST READING OF ORDINANCES

- 1. An Ordinance of the City of Leesburg, Florida, establishing the Orange Bend 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. (Orange Bend CDD)**

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

Mayor Burry requested comments from the Commission and the audience.

PZD Miller stated this was a request to establish the Orange Bend Community Development District. It is generally located on Couty Road 44 south of County Road 473, and the project consists of approximately

six hundred and forty acres. As a reminder, CDDs are provided under Florida Statute, Chapter 190. The reason for creating and funding special purpose districts such as CDDs is to manage, deliver, and finance basic community development services. The services include construction and operation of water, wastewater, roads, bridges, environmental and conservation areas, along with parks, schools and security infrastructure and services. All CDDs are individual, and they can choose what they wish to fund or not. Once they are created, they are limited to specific geographical areas. They cannot encumber debt to local government nor do they have zoning or police powers. The city currently has several CDDs in place, including Arlington Ridge, The Villages of West Lake, Terra Oaks, and County Road 33. Jere Earlywine of Kutak Rock of Tallahassee is present to answer any questions. **Mayor Burry** asked if there were any public comments.

Ray Hayden of 35121 Dennis Road, Leesburg stated he and his neighbors have concerns about Orange Bend Ranch. They have astronomy enthusiasts in their community who are concerned about Orange Bend Ranch not being required to comply with the City of Leesburg dark sky lighting standard. They understand that Orange Bend Ranch was annexed prior to Leesburg adopting the dark sky standards; however, they believe it would be in everyone's best interest for Orange Bend Ranch to comply with the updated standard, so they, along with new homeowners of Orange Bend Ranch, can continue to enjoy stargazing. A forester group advised him that they were exploring their options regarding dark sky lighting. This is a sensitive area, and it would be nice if they complied with that standard. The neighbors are concerned about the broad language surrounding rentals in the draft HOA documents. They do not want Orange Bend Ranch to become a haven for corporate rentals and neither Section 12.22 nor any other restriction in this declaration shall be construed to impose a limit on the total of homes that Orange Bend Ranch can lease to a third party. They would like a requirement added that the recorded title owner of a home resides in the home as the primary or secondary resident. Along with a requirement that the record titleholder owner of a home occupy the home for a specified period of time before they are permitted to rent the home to a third party. With the non-exclusive use prior to the community completion date and the declaration, thereafter, says the association has the right at any and all times, and from time to time, to additionally provide to make the common areas available to other individuals, persons, firms or corporations as it deems appropriate. They do not understand the implications of making the common areas available to other individuals, persons, firms or corporations as deemed appropriate. The association shall so be solely responsible for the drainage system facility and facilities, which may be comprised of swales, pipes, pumps retention/detention slopes or easements. It has been his observation that annexed property for Leesburg has typically been taken over and the surface water management. Given Orange Bend Ranch will impact the wetlands of the emerald or marsh rural protection area, the neighbors would prefer to have Leesburg assume surface water management and wetlands maintenance as they have in other communities.

Lisa Hayden of 35121 Dennis Road, Leesburg remarked that with Orange Bend Ranch CDD, their neighbors all agree that this is a done deal. They wanted to be good neighbors, so she reached out to Four-Star and spoke with a lovely lady by the name of Shelly. She would like to continue their good relationship. She wanted to know if the planning and zoning director could expand on why Orange Bend Ranch needs to be a CDD because she was unfamiliar with them. In the ordinance under Section 5, it says there can be expansions. She wanted to know under what circumstances they could do an expansion? Would they purchase more land and is that why the area east of County Road 44 and north of Poe Street was not included in the CDD?

Jere Earlywine of Kutak Rock said some of the questions relate to the project development itself. However, with respect to the HOA documents and how it dictates what happens with specific homes and things like that has nothing to do with the CDD petition. A CDD is an alternative structure to a homeowners' association. It is set up like an HOA, but it does more things because they can go out and

finance public infrastructure, including the drainage system. The utilities will be turned over to the city for ownership and operation, but CDDs typically retain the drainage structure as opposed to the city putting them in a special taxing district. There may be a conflict in the HOA declaration, and he will go back and talk to Four-Star about it, because the CDD would actually have ownership and operation. That is a good thing because they can apply for FEMA funding along with statewide mutual aid if a big storm comes through. A CDD can also be collected on the tax roll. It has sovereign immunity protection, so it is a more robust operation/maintenance entity that takes care of storm events. With respect to the expansion parcel, there is a piece that is largely conservation. He was unsure if Four Star owned that yet and that may be why it was not included in the petition. The idea may be that they identified it as a future expansion parcel not for homes, but to keep it in conservation owned by a government entity. Bear in mind that the CDD costs are only paid by that neighborhood, so it will be funded by the residents of Orange Bend and not the folks that reside around it. **Mayor Burry** pointed out on the CDD map that was included in the packet, it did not include the property on the east side of County Road 44. **Mr. Earlywine** agreed. He wished he knew the answer to that. He was not sure if Four Star owned it because it was not part of the petition. From the audience, **Ms. Hayden** said it was all listed as one alt key, and that was why she was confused. **Mr. Earlywine** explained that it may be multifamily or commercial and that may be why that piece of property was excluded. He would get in touch with Four Star to find out that information. **CM Minner** explained that this was the first reading. They will look into that question and get it squared away before the second reading. The short answer is, either it was a scrivener's error or they plan to bring it back at a different time during their phasing. They may expand the CDD as they develop the property, but they will get clarification about that by second reading. **Commissioner Connell** asked if dark sky lighting could be added to the PUD at this point. **PZD Miller** answered the way to add the dark sky standard to this PUD would be to reopen the PUD. However, they have been in the process of updating the land development standards. However, that is done after they adopt the comprehensive plan in December. After that, they will begin working on the land development regulations. That is where they intend to put the landscaping and dark sky requirements. The city has never adopted a dark sky standard, but we put that in all PUDs. **Commissioner Connell** wanted to know if the client was open to adding that to the PUD. **Mr. Earlywine** replied that he would ask, but again the development approvals are separate from the CDD petition. **Mayor Burry** stated this item would lie over.

C. NON-ROUTINE ITEMS

1. GE / ITRON AMI (ADVANCE METERING INFRASTRUCTURE) AGREEMENTS

- a. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute the GRIDIQ Separation Agreement with GE Vernova; and providing an effective date.**

ADOPTED RESOLUTION 11,920

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

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

Mayor Burry asked the city manager to provide a brief explanation. **CM Minner** explained that this was one of the most significant things that we have done all year. Essentially, the concept is to move out of the GE contract, which is really the bookend now on the smart grid system that the city endeavored to enter back in November 2011. This would put an end to the GE contract and usher in a new way for the city to monitor and issue all our metering associated with the electric department. In 2011, the city endeavored to get into the 21st century with respect to metering.

At that time, the electric industry was making changes and leaving the old analog ways. When we endeavored into this project with GE, better known as the smart grid, we ultimately tried to do several different things. We issued a \$10 million dollar debt, and we received a \$10 million dollar grant from the federal government to make system improvements. We also made several attempts at automating our electric system from the meter reading concept. We made system improvements to the demand side management on a wholesale level with major customers and with individual residential customers. There are many parts of the GE contract that worked, and we need to continue doing them, and this concept contemplates that. Essentially, that is to keep our current AMI (automated metering infrastructure) grid in place. We would keep the same type of meters, components, and software to allow for a seamless change from GE to ITron. It would be a seamless integration because ITron is a subcontractor of GE. When we endeavored into this back in 2011, there were some other concepts that did not work. When he was hired, we identified what was working and what was not working. By April 2014, we got together with GE and talked about what programs were not working and most of that was associated with the demand side, wholesale stuff with the big customers like Publix and Walmart. We had problems with our all-requirements partners in FMPPA on the demand side of the program and at that time we were not going to be able to spread out to the residential component with our customer base, which made some of the integration more difficult for the regular type of AMI service. At that time, we modified the contract with GE and the term of the contract expires December 31, 2026. Without getting more in depth at this time, we are almost to the end of that fifteen-year contract. However, earlier this year, GE provided notice that they wanted to end the contract and if we could end the contract early, GE would go along with it. If we had to go through the term of the contract, GE advised us that they would no longer provide service. We do not know why GE made this determination, but in short, it comes down to one thing, GE no longer wants to be in the AMI business with municipal electric utilities. After receiving that notice, we put together a team led by the IT Director, Tino Anthony. He worked with the Electric Director, Brad Chase, as well as the Finance Director, James Williams. The metering component of all our utilities has a tertiary departmental effect because it weaves in with our IT software components and finance for the billing component. When GE gave notice, we saw it as an opportunity to hopefully save money, and we wanted to make the integration as seamless as possible. We knew if we rode out the terms of the contract with GE, we would have three big unknowns. First, costs, because we did not know what impact that would have on our software network. If we were not compatible, then we would have to change the software, which would make a longer, harder and non-seamless integration for our customers as well as the employees. We really wanted to avoid a system where we would have to be affected by both costs and software. With that, the initial thought was to work with ITron, who does a lot of the major AMI components of the metering, which was beneficial for the city, because they are a subcontractor of GE. We had to get GE permission, which took some time. Tonight, we have two resolutions on the agenda. This resolution will effectively end the GE contract once we become hooked on ITron. The process should take about nine to twelve months because there is a lot of software work that needs to be done with ITron to convert GE stuff to ITron that makes our systems compatible. Included in the packet was a scope of services (in IT talk) that outlines what needs to occur and how much ITron is charging. That cost is roughly \$840,000 and the only possible negative (if there is one) is in FY 25, because the utility has a \$840,000 initial cost that needs to be worked through to help with the transition. There are benchmarks in the scope of service work, and as we reach each benchmark ITron wants a certain payment, all the while, we still have to continue paying GE their monthly contract costs. By the time we

hit the target date of September 2025, the GE contract will be null and void. A good thing is that GE is not charging us to end the contract early. That took some negotiation and a lot of credit for that goes to the IT Director, because we did get a reasonable deal from GE that essentially holds our contract in place while we fix our network system to mesh with ITron. When the conversion is complete, which is anticipated for September 2026, the GE contract will officially end and the new ITron contract will begin. That is the next resolution on the agenda. It is a seven-year contract with ITron to provide us with AMI services. Extensively, it will be seamless for the customers and that is the goal. The customers should not notice any difference from our side. The IT Director and his folks will do a lot of computer work with ITron during the scope of service work, shifting stuff over, and they will make sure everything works. Come September, we should be able to flip the switch and be with ITron. The big win in this situation is cost. There is a dramatic cost difference from GE because currently we pay about \$1.5 million a year to GE. If we divide that cost by the customer base to get a unit cost, we are paying about \$4.80 per read, per meter, per month. With ITron, that cost will be \$1.60 for eighteen to twenty-six months and once the integration of \$840,000 is out, that number will drop to about \$1.40 per read, per meter, per month. We went back and compared where we were in 2011, and with the analog system it was about \$.86 per meter read. We then moved to \$1.40 per meter read over the last fifteen years. That equals an increase of 6%. So really, when we look at changing from analog to the AMI mode with ITron, that 6% increase is an industry standard. The financial part was summed up in the Excel spreadsheet that was provided in the packet. Now, why would we want to stay with ITron and consider this the sole source. That is because we want a seamless integration, we do not want to have additional costs for IT with different software, and we do not know what the complications would be if we went another route. We are very hopeful that ITron is seamless, so in that specific manner, they are the sole source of justification. With all things being equal, if we stayed with GE through the term of the contract there would be incremental costs for FY 24, FY 25, and FY 26, which are \$1.43 million dollars, \$1.478 million dollars, and \$1.52 million dollars. If they break that down monthly from this fiscal year to fiscal year 2027, we would have spent \$3.488 million dollars with GE. This fiscal year, we may spend about \$672,000 with ITron and all of that is integration costs. That is an additional cost for this fiscal year. Next fiscal year we will still have to pay one more integration portion, but we hope that by November we can shift over and pay that last integration number. The Excel chart also shows a decrease from about \$123,000 per month to \$41,000 per month in terms of costs to read the meters. Long story short, if we compare GE from October 2024 to December 2026 at \$3.48 million dollars and ITron costs all in, including the up front cost of \$1.25 million dollars, we will save about \$2.2 million dollars. So, while the costs jump up in the short term, in the first quarter of FY 27 we will recoup it all back. Then, moving forward, we will see a savings from about \$1.5 million dollars to a flat rate of \$464,000 per year. Financially, it makes sense and the network makes sense. He recommends passage of this resolution, which ends the GE contract once we are up and running with ITron. The next item on the agenda is the contract with ITron for seven years. Finalizing, he said there was a detailed conversation about this with the electric advisory board at their last meeting. There were four members present, and they recommended adoption of this process. It was a vote of four to zero with one member absent. **Mayor Burry** asked if there were any other questions or comments. 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 resolution.

- b. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute the AMI (Advanced Metering Infrastructure) Agreement with ITRON; and providing an effective date.**

ADOPTED RESOLUTION 11,921

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

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

Mayor Burry requested comments from the Commission and the audience.

CM Minner remarked that everything he said in the last resolution was the same for this resolution. However, with the lingering \$847,000 in the electric department, that is right on number as far as cash reserves hanging out around \$7 million dollars. However, remember the hurricane numbers are there too. The hurricane will be out about \$2 million dollars and then hopefully back in about \$2 million dollars. Now, excluding the hurricane conversation, the electric department is sort of a nip and tuck. We finished up the last two months of the fiscal year (August and September) pretty strong with reasonable over recoveries, and that is a good position to be in. Perhaps that will help come April, because remember we talked about an extra fifty-cent increase in the power cost adjustment. That time will come and there are no determinations being made here. It really is about the cash flow level and, for now, we will move forward with the recommendation that the electric department pay for the one-stop target goals from the electric fund. If the electric numbers begin to look goofy, we will come back to the commission with different ways to potentially pay for this. He guessed that would come out of the general fund or other places, but it would just be a matter of shifting cash around to make the books look good. Honestly, we will have to take that on a month-by-month approach, but he wanted to put them on notice. The IT Director and Electric Director along with their folks really deserve a lot of credit for putting this together. In the short/long term, this will be very beneficial to the electric department because it keeps an extra million dollars in that fund, and that extra million dollars equates to a 3% rate increase. If we needed a 5% rate increase, we may only need a 2% increase. Having this ahead of the December 2026 GE deadline is good. As we move forward this fiscal year and beyond the first quarter, we will have to manage that cash, and he will report accordingly. **Commissioner Pederson** said the good news is that we are paying for it over time in monthly payments and not one big lump sum. **CM Minner** agreed, the payments would be either \$84,000 or \$168,000. Basically, we took that \$840,000 number and divided it into ten payments. When we hit each goal, we will make a payment. It was spread out evenly over the term. He would not have wanted to weave those costs into the contract or throw interest on it. This is the best way to get that paid, so the city can get to saving as quickly as possible. **Commissioner Pederson** mentioned that he was happy to see that they started early on this versus waiting until 2026 because that would have been interesting. **CM Minner** replied that we would be in the same boat, but it would have caused a lot of work for the procurement department with electric and IT putting together a very convoluted, difficult RFP process. It would have taken three to six months just to write it. We would have had to put out an RFP with a series of RAIs. It would have been a very complex and a difficult bid process that would have taken us right up to December 2026. **Commissioner Pederson** added that we would have had almost the same shortfalls because we would have had to pay GE and pay ITron. **CM Minner** responded that if we went to the end of the contract we would have had a \$3.4 million dollar payment through the end of the term, and they would have needed consultants to help weave stuff and to figure out the integration stuff. Honestly, we are saving a lot of money, and it will be seamless for our customers. **Commissioner**

Pederson thanked the city manager for summarizing it well because he had to call him for a five-minute synopsis after he read through it. **Mayor Burry** asked if there were any comments from the audience.

Caroline Van Dyken of 120 Palmora said she was a resident in 2010 when the discussions began with GE. She appreciated the city manager for giving a recap because, when he first started, he had to come in and handle this matter. He was not there when it was all brought forward with the GE contract, but basically, GE was a carpet sales representative that came in and sold us bad carpet. The contract was awful, and we spent a lot of money. She would be glad to see them out the door. However, her concern is ITron because ITron and GE have a pretty tight partnership. They are subcontractors, and she was not sure if they were one and the same. She wondered if GE was just renaming themselves as another company, and would we be back in the same boat. As far as contracts, the city attorney can look that over, but we had a previous attorney that looked over the contract. It is up to the commission about whether to approve the contract. She knows he talked about integration, and we do have smart meters, but there are other companies out there that integrate with smart meters. It is above her head, so she was relying on the IT and electric departments. She added caution because this was how we got into the mess with GE to begin with. They should look back at some of those meetings in 2011 where they had those discussions.

CM Minner pointed out that it was a difficult time for the city. He did not want to belabor or get drilled down into a lot of detail. However, there was a lot of blame that needed to go around in terms of how we got into what we called the smart grid and a lot of it was internal. That is the biggest reason to bring this up because it is the relationship between GE and ITron, but ITron is not GE. They are separate entities and that relationship between ITron and GE is on a high level. Technically, so everyone understands, ITron bought a company called Silver Springs. Silver Springs was an added component to the electric department. At that time, the electric department wanted to bring them in to add to the GE components. When we started doing the smart grid, we did a bunch of different stuff. We were doing load management on both the high and the low side, we were trying to do a bunch of different things, and we really started adding to GE's bucket. The electric department wanted Silver Springs to come in and put a chip in the GE meter that did a bunch of stuff, and in all honesty, if you pin GE down, they will say that made their job crazy hard. That relationship is probably part of the reason why GE said they were good. By bringing in Silver Springs, which is now ITron, was really the heartbeat of the part that worked, and we have a good AMI electric metering system. We do not do roll-outs anymore and that is an industry standard, which means to turn on or turn off your electric. Back in 2011, we had to roll a truck, which meant a service technician had to go out to turn on or turn off your meter. When the power went out in the old days, we did not know the power was out until you called in. So, the modern-day smart meter with automatic turn-ons/turn-offs, automatic reports of tampering, automatic reports of consumption and usage were the core of why we went to Silver Springs. That worked, but it made GE's job harder. At the end of the day, Silver Springs is not in business, because they were bought out by ITron. We basically went to the sub-consultant of GE for the part of the system that works, which is AMI metering. Without complicating that statement, it is important to note that the smart grid was a difficult decision for the city, and he would admit that it did not provide everything that they wanted, but we have a system that works and come FY 27 we will see significant savings.

Ms. Van Dyken said she thought that was what the smart grid did, but after the hurricane, her business did not have power and as she walked around she saw that everyone else had power. She kept calling the smart grid number, but got no response. She put in her information along with her electric bill information and nobody showed up. She tried to be patient because everyone was without power, but six days after her business had been down, she was reaching the end of what she had prepared for. It was not until she ran into a parks and recreation truck clearing out some trees that she asked about her power being down. They called the electric department and it was fixed that day. She thought that was the

whole point of having smart meters, but apparently not, because they had to call the electric department. She greatly appreciated whoever that was, but she wanted to know what happened there. **CM Minner** clarified that the city knew she did not have power, and they were working on restoring the power. **Mayor Burry** asked if there were any other questions or comments. There were none.

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. Financials as of August 2024

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

8. CITY ATTORNEY ITEMS:

CA Watson stated at the last meeting there was discussion about murals and whether the public art committee was an advisory only committee. After that meeting, he researched that information, and wanted to clarify that they were an advisory recommendation board only. They do not have any final decision-making authority.

9. CITY MANAGER ITEMS:

CM Minner had no matters to address.

10. ROLL CALL:

Commissioner Connell had nothing tonight.

Commissioner Reisman thanked the Leesburg Special Events department for putting on a great event downtown. It felt like thousands of people were down there trick or treating on Main Street. It went really well. Then the Leesburg Recreation Department put on a very scary haunted house at Mote Morris House on Friday, Saturday, and Sunday, which was really exciting. Also, to make people aware, Lakefront TV did a new series called Inside Leesburg and our very own city manager and planning and zoning director gave a pretty good in-depth explanation of our growth. A lot of people submitted questions, and they answered the questions, which was great. Coming up on November 2nd is the Chili Cook-off which is put on by the Leesburg Chamber of Commerce. November 8th is the Discover Leesburg Downtown and on November 9th is the Veterans Parade. He hoped to see everyone out at these events.

Commissioner Pederson had nothing to discuss.

Commissioner Berry gave kudos to district one because this past Saturday they had community events throughout the city and the Resource Center gave out food along with the fraternity organization Kappa and sorority Delta, as well as other organizations that joined and volunteered their time. They also had food at CWC, where they fed a lot of people. The Lake County Chapter of Charmattes, Inc. is another organization who were out on Pine Street giving out donations to cancer survivor patients who needed clothing. She was very proud to see things happen in her district and people being involved. She would love to see more of that. She also gave kudos for the employee luncheon that was given by the city to the departments. It was a great event. She sat, ate, and listened to the employees discuss and share their stories about Hurricane Milton. She thanked the administrators and leaders for grilling and providing food. It was a nice push for morale for the city employees.

Mayor Burry had nothing to comment on.

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 6:21 p.m.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.1.

Meeting Date: November 12, 2024

From: Cliff Kelsey, (Public Works Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the City Commission to approve a cost adjustment to the existing Emergency Debris Collection and Management Services contract with TFR Enterprises, Inc; and providing an effective date.

Staff Recommendation:

Staff recommends authorizing the execution of a cost adjustment to the existing Emergency Debris Collection and Management Services contract with TFR Enterprises, Inc.

Analysis:

The City entered into a Fixed Unit Price Agreement for Emergency Debris Collection and Management Services with TFR Enterprises, Inc. on November 26, 2018. The fixed unit price for hauled debris at the time of contract origin was \$6.75/cubic yard. After the firm fixed price period, the agreement allows for cost adjustments based on the Consumer Price Index and not to exceed 5% per year. TFR Enterprises, Inc and the City have not made any cost adjustments throughout the life of the contract. Due to the "as needed" basis of the agreement, a cost adjustment is necessary based on the current post-Milton conditions. In order to stay competitive within the marketplace and ensure the City can continue to receive services and entice additional support, TRF, Enterprises requested a cost adjustment to \$8.44/cubic yard. This cost adjustment is well below the going market rate of \$14.55/cubic yard.

Procurement Analysis:

N/A

Options:

1. Approve the execution of a cost adjustment to the existing Fixed Unit Price Agreement with TFR Enterprises, Inc.; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

This contract is for Emergency Debris collection, expenses during these events are submitted to FEMA for reimbursement.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE CITY COMMISSION TO APPROVE A COST
ADJUSTMENT TO THE EXISTING EMERGENCY DEBRIS COLLECTION
AND MANAGEMENT SERVICES CONTRACT WITH TFR ENTERPRISES,
INC; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized to execute a cost adjustment to the agreement with TFR Enterprises, Inc., whose address is 601 Leander Drive, Leander, Texas, 78641 for Emergency Debris Collection and Management Services.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 12th day of November 2024.

Mayor

ATTEST:

City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.2.

Meeting Date: November 12, 2024

From: Cliff Kelsey, (Public Works Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Task Order with GAI Consultants, Inc. for Professional Services in the amount of \$148,023.00 for base services and \$74,644 for optional bid items; and providing an effective date.

Staff Recommendation:

Staff recommends the authorization to execute a Task Order with GAI Consultants, Inc. for Professional Services in the amount of \$148,023.00 for base services.

Analysis:

The City of Leesburg is taking steps to improve the parking and pedestrian experience in Downtown Leesburg. GAI previously completed the Leesburg Downtown Master Plan, followed by the Leesburg Downtown Parking Analysis study which identified potential areas for parking improvements based on proximity and conformance to standards. The City has requested the following action items from the study be advanced through design and permitting.

- Prepare engineering evaluation of the on-street parking stalls that do not conform to standards.
- Design a parking lot at the former Arts Center building at 5th Street and Magnolia Street and make streetscape improvements to 5th and 6th Street for safe pedestrian access to the parking lot.
- Prepare a parking signage plan and design to improve driver access coming into downtown.

This task order will be focused on 3 different geographies with the downtown: the Parking Lot / Streetscape (figure 1), the Intersections Analysis Locations (figure 2), and the Parking Lot Signage locations (figure 3). The Figures are located following the Signature Page of the attached proposal.

Procurement Analysis:

N/A

Options:

1. Authorize the execution of a Task Order with GAI Consultants, Inc. for Professional Services in the amount of \$148,023.00 for base services; or

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

Fiscal Impact:

The current Capital Projects budget includes funding for the Downtown Parking lot project.

Account No. 031-5193-519-6310

Project No. 310051

WF No. WF1605026/1

Budget \$1,240,368.00

Available \$1,240,368.00

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
TASK ORDER WITH GAI CONSULTANTS, INC. FOR PROFESSIONAL
SERVICES IN THE AMOUNT OF \$148,023.00 FOR BASE SERVICES AND
\$74,644 FOR OPTIONAL BID ITEMS; 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 GAI Consultants, Inc. whose address is 618 E. South Street, Suite 700, Orlando, Florida 32801 for a professional services task order.

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 12th day of November 2024.

Mayor

ATTEST:

City Clerk



Orlando Office
618 East South Street
Suite 700
Orlando, Florida 32801

T 407.423.8398
F 407.843.1070

October 8, 2024

GAI Project R240665.01

Mr. Al Minner, City Manager
City of Leesburg
501 West Meadow Street
Leesburg, Florida 34749-0630

**Proposal for Professional Services
Leesburg Downtown R240665.01
City of Leesburg, Florida**

Dear Mr. Minner:

GAI Consultants, Inc. ("GAI" or "the Consultant") is pleased to submit this Proposal for Professional Services to the City of Leesburg ("The City or the Client") for the above-referenced project. This Proposal reflects the anticipated scope, and related costs for services to be provided based on our knowledge of the project.

Project Understanding

The City of Leesburg is taking steps to improve the parking and pedestrian experience in Downtown Leesburg. GAI previously completed the Leesburg Downtown Master Plan, followed by the Leesburg Downtown Parking Analysis study which identified potential areas for parking improvements based on proximity and conformance to standards. The City has requested the following action items from the study be advanced through design and permitting.

- Prepare engineering evaluation of the on-street parking stalls that do not conform to standards.
- Design a parking lot at the former Arts Center building at 5th Street and Magnolia Street and make streetscape improvements to 5th and 6th Street for safe pedestrian access to the parking lot.
- Prepare a parking signage plan and design to improve driver access coming into downtown.

Due to removal of the building, we anticipate addition of over 4,000 SF of vehicular pavement, which exceeds the threshold to provide stormwater management. The scope includes stormwater retention as well as St. Johns River Water Management District permitting.

This scope of work will be focused on 3 different geographies with the downtown: the Parking Lot / Streetscape (figure 1), the Intersections Analysis Locations (figure 2), and the Parking Lot Signage locations (figure 3). The Figures are located following the Signature Page of this Scope of Service letter.

Scope of Services

Based on our understanding of the project requirements/criteria provided to date by the Client, GAI will perform the following described Scope of Services:

Task 1: Site Survey and Geotechnical Engineering (Figure 1)

1.1 Survey Services

Survey includes the parking lot and streetscape areas as described above, plus the optional task to survey the intersections per Task 2. See Table 1 for fee breakdown.

- 1.1.1 Provide topographic survey of approximately 5 acres, south of W Main Street between 6th Street and 3rd Street (see attached exhibit of survey limits), in a 50' grid including all surface improvements, and the full right-of-way of roads up to the back of sidewalk, within the scope limits

Additionally limited topographic surveys of 15 locations near intersections in the area south of Meadow Street, and between 7th Street and Elk Street (see attached exhibit for locations).

- 1.1.2 Provide boundary survey for three (3) parcels, per Lake County Property Parcels Altkey Numbers 1725976, 1346525, and 1725984.
- 1.1.3 Establish horizontal and vertical control monuments at acceptable intervals to facilitate project engineering. Horizontal coordinates will be referend to Florida State Plane, North American Datum of 1983 (NAD83). Elevations will be referenced to North American Vertical Datum of 1988 (NAVD88).
- 1.1.4 The Boundary survey will include the position and description of all recovered monument; metes and bounds legal description; all adjacent right-of-ways and access with recording information; lines of possession and improvements; buildings; easements and servitudes; water features; and the calculated area of the subject property.
- 1.1.5 Property corner monuments will be set once the survey has been signed, sealed, and accepted.
- 1.1.6 The Topographic Survey will include the horizontal location and elevation of all above-ground improvements, utilities, trees, finished floor elevation of buildings, and accessible gravity systems.
- 1.1.7 The topographic scope for the locations near the intersections will be limited to the collection of surface improvements, utilities, and road striping. Survey limits for these sections will be from back of sidewalk to road centerline, and from curb radius to the PC on the other street. Survey will be displayed at 1-ft contour intervals.
- 1.1.8 Deliverables include survey(s) in Civil 3D 2024 and PDF. Printed hard copies will be billed at an additional cost.
- 1.1.9 Public entity or jurisdictional agency fees are to be paid directly by the client.
- 1.1.10 Gravity laterals and other services, or location of other underground objects such as underground fuel tanks, irrigation equipment, and / or irrigation systems and their appurtenances are not included in the scope of this project.

1.2 Geotechnical Engineering Services

The purpose of this study is to assess the subsurface soil and groundwater conditions within the proposed parking lot and stormwater retention areas and provide geotechnical recommendations for site preparation pavement section design and stormwater retention design. The site improvements will include paved parking/drive areas. The stormwater runoff will be directed into one proposed new stormwater retention pond.

1.2.1 Geotechnical Investigations

The purpose of this task will be to perform a geotechnical subsurface investigation within the areas of the proposed new paved parking/drive and stormwater pond areas, in order to obtain hydrogeological data for the stormwater task activities, as well as to provide recommendations for general development, pavement design, and evaluation of the proposed new stormwater pond. This task includes the following scope of work:

- Mobilize drilling equipment to the site.
- Drill two (2) auger boring to a depth of 15 feet below existing grade within the proposed stormwater pond areas.
- Drill two (2) auger borings to a depth of up to 7 feet below existing grade within the proposed paved parking/drive areas, for pavement evaluation.
- Measure the stabilized groundwater levels within the auger borings.
- Collect two (2) relatively undisturbed tube samples of the shallow soils within the proposed new stormwater pond area and conduct laboratory permeability testing on the tube samples.

- Conduct laboratory testing as needed on selected soil samples, including moisture content, soil fines content, organic content, and / or Atterberg limits.
- Prepare a geotechnical report include results of the soil investigation in profile form, evaluation of encountered conditions, estimate ion seasonal high groundwater level, and geotechnical recommendations for stormwater retention parameters, proper site preparation, and pavement section design.
- This task assumes that the site is clear and accessible to personnel and drilling equipment. Land clearing will incur additional costs.

1.2.2 Stormwater Pond Analysis

- The purpose of this task will be to provide groundwater modeling support for recovery analysis of the proposed stormwater ponds. We propose to perform one (1) recovery analysis each for the pollution abatement volume and for the design storm event. This will include up to two (2) iterations of the recovery parameters for the pod, to assist in in optimizing the final pond design. Stormwater pond analysis task cannot be completed until geotechnical evaluation is completed.

Task 2: Engineering Evaluation of On-Street Parking at 16 Intersections (Figure 2) (OPTIONAL)

Based on the Downtown Parking Analysis Study, GAI will provide an Engineering evaluation of 16 intersections with areas of deficiencies for on-street parking as identified in the Parking study. Purpose is to complete conceptual design that evaluates whether the intersection should be reconfigured to reduce on-street parking that is encroaching on the corner, potential intersection bulb-outs and associated modifications to stormwater inlets and ADA crossings. This is considered a maintenance activity. No permit will be obtained for these improvements.

- Review topographic survey data.
- Visit the site to review existing conditions, site constraints, drainage patterns, and vehicle movements (if available).
- Based on the survey and site visit, GAI will prepare recommendations for mitigating the on-street parking deficiencies. GAI will also prepare a design plan that includes layout, grading, and drainage for each of the 16 locations.
- GAI will provide the plans to the client for review and attend one meeting to discuss the findings.
- GAI will prepare up to two revisions to the plans and provide them to the Client for implementation.

Task 3: 5th Street Parking Lot and Streetscape Improvements (Figure 1)

The City plans to redevelop the former Arts Center building to a public parking lot. Improvement will include streetscape updates to the 5th and 6th street Right-of-Way from the proposed parking lot to Main Street to facilitate pedestrian movements. GAI will prepare construction drawings, obtain agency approvals, and provide bid-ready documents for the City. The design will include the following elements:

Civil Site:

- Parking lot layout
- Paving and striping plan and details
- Grading and drainage/accessibility accommodations
- Stormwater management
- Utility adjustments
- Parking lot layout and coordination and street connectivity

- Crosswalk coordination

Landscape:

- Landscape bump outs at intersections.
- Street tree layout
- Structural soils for street trees
- Landscape design.
- Irrigation

Based on our understanding of the project requirements listed above in task 3.0, GAI will perform the following described Scope of Services:

3.1 Conceptual Design

GAI will develop a conceptual design for the streetscape and parking lots and a typical intersection improvement, as listed in the scope of work. GAI will also develop rendered site plans, including photographic precedence imagery for these improvements, that illustrate the design intent.

3.1.1 Streetscape improvements

3.1.2 Parking lot improvements

3.1.3 Intersection modifications

3.1.4 GAI will perform initial utility coordination, including identification of utility providers and requests for mapping data.

3.1.5 City staff review meeting (1)

3.2 Design Development

Based on the site survey, approved conceptual plan and comments from the City Council, GAI will prepare 60% construction plans and calculations in AutoCAD format which will include the following:

3.2.1 Streetscape plans depicting improvements that include:

- Sidewalks
- Driveways
- Landscape
- Street / on street parking modifications
- Grading
- Drainage and utility adjustments
- Intersection Improvements

3.2.2 Parking lot improvements that include:

- Curbs
- Driveways
- Pavement striping and regulatory signage.
- Grading and drainage
- Utility adjustments
- Stormwater management
- Landscape
- Irrigation
- Lighting Layout

3.2.3 GAI will advance the utility coordination to include utility and lighting adjustments and attend up to two meetings with utility providers.

3.2.4 Review Meeting with City Staff (1)

3.3 Construction Documents

Based on the approved Design Development Documents, GAI will progress to the Construction Document Phase. This will include permit and bid ready construction documents that include the following.

3.3.1 Streetscape and parking lot plans (90% and 100%) Final Signed and Sealed submittals

3.3.2 Review Meeting with City Staff (1)

3.4 Permitting

The following permits are anticipated for the improvements in Task 3.

- City Leesburg Site Plan Approval
- St. Johns River Water Management District Environmental Resource Permit

3.4.1 GAI will prepare and process the Site Plan Approval through the City of Leesburg.

- Attend one (1) pre-application meeting with City staff to present the selected plan, one (1) Design Review Committee meeting, and up to two (2) additional staff meetings during the permit review process.
- GAI will prepare up to two revisions to the Site Plan Approval package.

3.4.2 GAI will prepare and process a SJRWMD Environmental Resource Permit.

- Environmental Resource Permit through the SJRWMD for the on-site improvements. GAI will prepare responses to up to one (1) set of comments regarding the ERP Permit package for obtaining the SJRWMD permit. Note that permit fees are to be provided by the applicant. Additional revisions or resubmittals will be an additional service.

Task 4 – Parking Signage Plan (Figure 3) (OPTIONAL)

The purpose of this assignment is to develop a new, attractive Parking Sign design that can be located within 6 designated public parking lots, as well as wayfinding signs that can be placed within the downtown to direct motorists to the 6 parking lots.

GAI will review circulation into and around downtown to determine where key nodes or intersections require directional information. The study will include preferred routing and sign locations as well as sign design for the proposed locations. GAI will deliver a parking signage plan and recommendations by performing the following services:

4.1 Kickoff Meeting

GAI will conduct a kickoff meeting/coordination with the Client and any project related stakeholders identified by the Client to determine project goals and client expectations. In addition, GAI will develop an understanding of brands, colors, future development, and all downtown and City plans and codes relevant to the project.

4.2 Analysis and Strategy Report

Pre-Design Data Collection: GAI will create a wayfinding analysis and review of the 6 designated parking lots in the downtown area. The analysis will consist of an onsite and desktop review of the site and adjacent areas connecting to the city to highlight paths, edges, nodes and landmarks. The analysis will also include all regulatory requirements (ADA, Federal, State, and local) for implementation of the sign system.

One set of revisions are included in the scope after receiving consolidated comments from the Client.

4.3 Design Options

GAI will create three (3) initial sign design concepts for the downtown parking signs that reflect and consider the industrial feel and character that the city wants to achieve. These concepts will be based on the theme and design vocabulary developed in the Analysis and Strategy Report.

GAI will prepare signage design plans for the design options. These graphic sheets will include the complete palette of signage types with proposed dimensions, materials, and finishes.

4.4 Client Presentation

GAI will meet with the Client and stakeholders to present the design options and gather comments and feedback. The Client will provide consolidated comments and a design decision for the preferred schematic design.

Two sets of revisions are included in the scope after receiving consolidated comments from the Client.

4.5 Detailed Design

Following the selection of the preferred schematic design and client feedback, GAI will prepare design documents, incorporating stakeholders review comments. The document created will be suitable for pricing by signage fabricators. The fabricators will be responsible for all engineering design, calculations, and surveys to fabricate and install signs reflected in the design intent document.

- 4.5.1 Location Plan and Messages: GAI will create a preliminary sign location plan within the downtown area and its proximities and create sign messages based on the location plan.
- 4.5.2 Design Intent Document: GAI will create a bid ready document that will give enough information to a fabricator to create construction documents as shop drawings.
- 4.5.3 Cost Estimate: GAI will provide a cost estimate to show a rough magnitude statement of cost for the elements contained in the design drawing.

Two sets of revisions are included in the scope after receiving consolidated comments from the Client.

4.6 Council Meeting

GAI will present the comprehensive Parking Signage Plan, including the project overview, design options, and final product to the city council. This presentation will summarize the analysis of downtown circulation, highlight key nodes identified for directional signage, and showcase the design concepts and present the bid ready package created by the team.

Schedule

GAI will begin work upon receipt of a copy of this Proposal executed and authorized below. GAI will endeavor to complete its Scope of Services and deliver the project deliverable per the project schedule, subject to excused delay occasioned by factors beyond GAI's reasonable control.

Compensation

Services will be provided on a lump sum basis and in accordance with the Agreement between GAI and the Client dated July 8, 2024. See Table 1 for estimated fees.

Reimbursable Expenses

Reimbursable expenses may include in-house, and out-of-house projected costs required to perform and deliver design documents, permit phase services such as postage, courier services, overnight deliveries, and mileage. General reproduction will be provided by the Client for progress printing and permit submittals. Reimbursable expenses will be invoiced separately on an actual cost basis.

Payment

Payment terms will be in accordance with the Agreement between GAI and the Client dated July 8, 2024.

Additional Services Not Included

The proposed scope of services and cost(s) assume the following items are excluded from this scope of services. GAI will provide Additional Services for an agreed upon Scope & Fee as directed by the City. Additional Services may include (but are not limited to):

- Expanded areas of Streetscape or Parking enhancements beyond Figure 1 (including the parking lot immediately west of the study site).
- Additional Intersections beyond the 16 locations identified in Figure 2.
- Expanded signage beyond the Figure 3 parking lots, including City-wide comprehensive downtown wayfinding for all destinations.
- Additional 'marketing' graphics.
- Additional public engagement meetings or Council briefings.
- Traffic Studies and/or Traffic Analysis
- Structural Engineering Design
- Public involvement coordination for notification of commencement of construction, flyers, and utility outage reports, traffic rerouting reports, etc.
- Offsite infrastructure improvements/upgrades
- Electrical Engineering (coordination only, anticipates leased lighting)
- Platting or other survey service not listed in the scope.
- Sign Construction Documents
- Sign Permitting
- Bidding and Construction Phase Services
- Maintenance of Traffic plans to be provided by selected contractor.

Assumptions and Understandings

GAI's Scope of Services, Schedule, and Compensation as set forth above have been prepared on the basis of the following assumptions and understandings:

1. Access to the project site(s) or other land upon which GAI is to conduct any field work will be available to GAI personnel in a timely manner.
2. All exploration locations will be marked and cleared by the Client for the existence of buried utility/piping structures.
3. Client has provided all its requirements for GAI's scope of services and all criteria and/or specifications that GAI should utilize at the time this Proposal is authorized. This includes any requirement for any statement of

professional opinion or certification.

4. Client has provided all available information pertinent to GAI's scope of services, including previous reports/drawings; utility information; topo information, etc. at the time this Proposal is authorized. Unless otherwise noted, GAI may rely upon such information.
5. Client will give GAI prompt notice whenever it observes or otherwise becomes aware of any development that affects the scope or timing of GAI's performance.
6. Client will examine and provide comments and/or decisions with respect to any GAI interim or final deliverables within a period mutually agreed upon.
7. Any of Client's other consultant(s)/contractor(s) will cooperate and coordinate with GAI in a timely and efficient manner.
8. GAI's proposed compensation and schedule are based on receipt of authorization to proceed within thirty (30) calendar days of the date of this Proposal. GAI reserves the right to adjust its compensation if authorization to proceed is not received within thirty (30) calendar days.
9. In the event of any claim, suit or dispute between Owner and Consultant, Owner agrees to only pursue recovery from Consultant and will not seek recovery from, pursue or file any claim, or suit, whether based on contract, tort including negligence, strict liability, or otherwise against any director, or employee of Consultant.
10. **PERSONAL LIABILITY OF PERSONNEL DISCLAIMER - PURSUANT TO FLORIDA STATUTE 558.0035, TO THE FULLEST EXTENT PERMITTED BY LAW, OWNER AGREES THAT PURSUANT TO SECTION C AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD LIABLE FOR NEGLIGENCE.**

Please do not hesitate to contact me at 321.319.3075 if you have any questions or wish to discuss this Proposal. If this Proposal is acceptable, please sign where indicated below and return one copy for our file. This also will serve as authorization for GAI to proceed. GAI's performance of the Scope of Services will be governed by the Agreement for Professional Services between GAI and the Client, dated July 8, 2024.

Sincerely,
GAI Consultants, Inc.

REQUESTED AND AUTHORIZED BY:

City of Leesburg

BY: _____

Blake Drury, AICP
Assistant Vice President

PRINTED NAME: _____

TITLE: _____

Peter C. Sechler, PLA, AICP
Vice President

DATE: _____

AEK:PCS/cl

Attachments: Table 1 – Estimated Cost Summary; Figures 1, 2 and 3; Exhibit A Survey Limits

Table 1
Estimated Cost Summary
Leesburg Phase 1

Task	Description	Method of Payment	Fee
1	Site Survey + Geotechnical Services		
1.1.1	Parking Lot and Streetscape Topo and Boundary	Lump Sum	\$21,148.00
1.1.2	Intersection Topo (OPTIONAL)	Lump Sum	\$10,334.00
1.2	Geotechnical	Lump Sum	\$6,395.00
2	Engineering Eval of On-Street Parking @ 16 Intersections (OPTIONAL)	Lump Sum	\$39,040.00
3	5th Street Parking Lot and Streetscape Improvements	Lump Sum	\$120,480.00
4	Downtown Parking Lot Signage Plan (OPTIONAL)	Lump Sum	\$23,520.00
Subtotal		Base Services	\$148,023.00
Subtotal		Optional Services	\$72,894.00
Estimated Direct Expenses Budget Invoiced at Cost			\$1,750
Total			\$222,667.00

Figure 1: Streetscape and Parking Lot Improved Areas. Parking lot site shown in Yellow. Streetscapes outlined in Blue, 1 block each (4th and 5th Streets) between Main St. and Magnolia St.



Figure 2: Engineering Evaluation of 16 selected intersections with encroaching on-street parking (shown in purple).



Figure 3: Downtown Public Parking Lots (6) for Signage Design and approach street Wayfinding (locations A through F shown in yellow)



EXHIBIT A

Survey Limits

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.3.

Meeting Date: November 12, 2024

From: Hosea Goodwyn, Senior Buyer

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Construction Services Agreement with Bulldog Site Work, LLC, for the construction and upgrade of Lift Station 48 and relocate and up-size the force main to increase capacity demand to the sewer system; and providing an effective date.

Staff Recommendation:

Staff recommends award of Invitation for Bid (IFB) No. 242201 to Bulldog Site Work, LLC and approval of the Resolution authorizing the Construction Services Agreement for an amount of \$1,598,914.69.

Analysis:

The City of Leesburg wishes to upgrade Lift Station 48 to meet future demand to the sewer system. The project involves relocating and up-sizing the force main along Dixie Avenue and tying into Manhole #M001-396 on North Lake Street. In addition, Lift Station 48 will receive improvements to its electrical system, pumps, control panel, added generators, and odor control.

Procurement Analysis:

On October 24, 2024, the Purchasing Division opened and publicly read aloud the submittals for Invitation for Bid No. 242201, Venetian Isles Sewer System Improvement Project (Rebid). Staff evaluated the three (3) submittals received for conformance to the general specifications and found all submittals complete and responsive.

Public Works staff reviewed the three submittals for conformance to the technical requirements of this solicitation, and they determined that Bulldog Sitework, LLC is the lowest, responsible, and qualified bidder. Summary of Bid is provided:

SUMMARY OF BID

	Bid Amount
Bulldog Sitework	\$1,598,914.69
DB Civil Construction, LLC	\$1,864,945.00

Sanpik, Inc.

\$2,066,086.00

Options:

1. Approve award of IFB 242201 and approval of the resolution authorizing execution of the agreement with Bulldog Site Work, LLC; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

This project was not included in the Wastewater Capital projects. The City will receive prepayment of sewer impact fees (City Commission approved agreement 8/12/24) in the amount of \$619,494. The remaining \$979,420.69 will be funded with available Wastewater fund balance. A budget adjustment will be processed to add this project to the current budget.

Account No.	044-4099-535-6310
Project No.	440002
WF No.	WF1267812/1
Requisition	56179
Budget	-0-
Available	-0-

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
CONSTRUCTION SERVICES AGREEMENT WITH BULLDOG SITE WORK,
LLC, FOR THE CONSTRUCTION AND UPGRADE OF LIFT STATION 48
AND RELOCATE AND UP-SIZE THE FORCE MAIN TO INCREASE
CAPACITY DEMAND TO THE SEWER SYSTEM; 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 Bulldog Sitework, LLC whose address is 1533 Young Road, Leesburg, Florida 34748, to provide Construction Services for the Venetian Isles Sewer System Improvement project pursuant to Invitation for Bid No. 242201.

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 12th day of November 2024.

Mayor

ATTEST:

City Clerk

AGREEMENT FOR CONSTRUCTION SERVICES

THIS AGREEMENT is made as of the 12th day of November in the year 2024, between **The City of Leesburg**, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the “CITY”), and **Bulldog Sitework LLC** whose address 1533 Youngs Road, Leesburg, Florida 34748 (hereinafter referred to as the “CONTRACTOR”).

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

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

- a. This Agreement; and
- b. Invitation for Bid (IFB) 242201-Venetian Isles Sewer System Improvement Project (Rebid); and
- c. Schedule of Contract Items included as Exhibit ‘A’; and
- d. Supplemental Conditions – Construction as Exhibit ‘B’; and

2. **Scope of Services.** The CONTRACTOR shall furnish the following services generally described as the “**Venetian Isles Sewer System Improvement Project**” to the CITY as listed in Invitation for Bid 242201. Nothing herein shall limit the CITY’s right to obtain these services from other contractors for the same or similar work.

3. **Total Construction Cost.** The CONTRACTOR shall perform the Services for a total price not to exceed **\$1,598,914.69**. The cost of these services shall not exceed this amount unless the CITY has executed a written change order approving any increase in price.

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

5. **Professional License.** The CONTRACTOR will hold and maintain all required professional licenses required by regulatory agencies to perform the services covered by this Agreement.

6. **Term of Agreement.** This Agreement shall commence upon the date of execution and shall remain in effect until such time as the contracted services have been completed, and accepted by the CITY’s authorized representative, unless earlier terminated in accordance with its provisions. Those portions imposing warranty requirements on CONTRACTOR, together with any implied warranties under law, will continue to remain in effect until completion of the expressed and/or implied warranty periods.

7. **Commencement and Completion.** The CITY and the CONTRACTOR mutually agree time is of the essence with respect to the dates and times set forth in the Agreement Documents. To that end, the CONTRACTOR will commence work not later than **TWENTY ONE (21)** continuous calendar days after CITY issues a Notice to Proceed, and will diligently and continuously prosecute the work at such a rate, and with sufficient forces as will allow the CONTRACTOR to achieve Substantial Completion no later than **THREE HUNDRED (300)** continuous calendar days after the CITY issues a Notice to Proceed and Final Completion no later **THIRTY (30)** days after the recorded substantial completion date, subject only to any adjustments in the contract time that may be authorized by change orders properly issued in accordance with the Agreement Documents. In executing this Agreement, CONTRACTOR affirms the time set for completion is reasonable.

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

If the work is not completed in full by the deadline specified, then for each day thereafter on which the work has not been completed, CONTRACTOR shall pay to the CITY liquidated damages in the amount of ONE-THOUSAND SIX HUNDRED AND NINETY-FOUR DOLLARS (\$1,694.00) per calendar day, which CITY is hereby authorized to deduct from the final draw before paying any remaining amount to CONTRACTOR. The parties agree that it would be impossible or extremely difficult to compute the actual damages suffered by the CITY due to late completion of the work, that it is therefore appropriate to provide for liquidated damages in this Contract, and that the amount of liquidated damages specified is reasonable and bears a substantial relationship to the probable amount of actual damages the CITY would suffer, and therefore does not constitute a penalty or forfeiture. CONTRACTOR acknowledges that this provision is material to the CITY and that the Owner would not have entered into this Contract but for this provision and that as a result of the Owner's reliance on this provision, the CONTRACTOR shall be stopped to deny or dispute the validity or enforceability of this liquidated damage clause.

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

9. **Guaranty of Faithful Performance and Payment.** Performance and Payment Bonds (Separate bonds), written by a Surety firm satisfactory to the City of Leesburg on forms acceptable to the CITY which comply with Section 255.05(1), Florida Statutes, will be required of the successful Bidder to guarantee that CONTRACTOR will deliver a complete project under this Contract in strict accordance with the Contract Documents and will, after receiving payment from the CITY, pay promptly all persons supplying him with labor or materials for work.

The Performance and Payment Bonds will be equal to 100% of the Agreement amount for services. The cost of the bonds shall be borne by the CONTRACTOR. The bonds shall be written by a qualified Surety firm and through a reputable and responsible surety bond agency

licensed to do business in the State of Florida and Lake County and meet the following requirements:

- a. Rating: The Surety must be rated as "A" or better as to strength by Best's Insurance Guide, published by Alfred M. Best Company, Inc., 75 Fulton Street, New York, New York.
- b. Bonding Limit: Any One Risk: The Bonding Limit of the Surety shall not exceed ten (10) percent of the policy-holders surplus (capital and surplus) as listed by the aforementioned Best's Insurance Guide.

The completed Bonds will be executed in four (4) counterparts and delivered to the City of Leesburg Procurement Division with the required Power-of-Attorney. The City must receive the Bonds before a Notice to Proceed will be issued.

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

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

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

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

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

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

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

12. **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.

13. **Insurance Requirements.**

- a. Scope of Insurance - The CONTRACTOR shall procure and maintain at its own expense, the following minimum insurance coverage, unless otherwise specified in the Contract Documents.
 - i. All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least A: VII.
 - ii. The CONTRACTOR shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that 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 CONTRACTOR. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the CONTRACTOR's interests or liabilities, but are merely required minimums.
 - v. The provisions of the required insurance are subject to the approval of the City's Risk Manager, and upon request, the CONTRACTOR shall make available certified copies of the various policies for inspection.
 - vi. All liability insurance, except professional liability, shall be written on an occurrence basis.
 - vii. The CONTRACTOR waives its right of recovery against the CITY to the extent permitted by its insurance policies.
 - viii. Insurance required of the CONTRACTOR, or any other insurance of the CONTRACTOR shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims which arise out of the agreement, Contract or lease.
- b. Certificate of Insurance - The CONTRACTOR shall provide evidence of required minimum insurance by providing the CITY an ACORD or other Certificate of Insurance in forms acceptable to the Risk Manager for the CITY, before any work under the agreement, Contract or lease begins.
 - i. Except for workers' compensation and professional liability, the CONTRACTOR's insurance policies shall be endorsed to name the City of Leesburg as additional insured to the extent of the agreement, Contract or lease.
 - 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 CONTRACTOR, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the CONTRACTOR's liability coverage(s).
- c. Comprehensive General Liability - The CONTRACTOR shall purchase and maintain Commercial General Liability coverage on forms no more restrictive than the latest editions of the Commercial General Liability policies of the Insurance Services Office (ISO). The Commercial General Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for bodily and personal injury and property

damage liability for premises, operations, products and completed operations*, independent Contractors, Contractual liability covering the agreement, Contract or lease, broad form property damage coverage, and property damage resulting from explosion, collapse or underground exposures (x, c, u).

- i. For remodeling and construction projects, the CONTRACTOR shall purchase and maintain products and completed operations coverage for a minimum of three (3) years beyond the CITY's acceptance of the project.
- d. Business Automobile Liability - The CONTRACTOR shall purchase and maintain Business Automobile Liability coverage on forms no more restrictive than the latest editions of the Business Automobile Liability policies of the Insurance Services Office (ISO). The Business Automobile Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for claims for bodily injury and property damage arising from the use of motor vehicles, including on-site and off-site operations, and owned, non-owned and hired vehicles, and employee non-ownership use.
- e. Workers' Compensation - The CONTRACTOR shall purchase and maintain Workers' Compensation insurance for all workers' compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee with \$500,000 policy limit for disease.

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

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

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

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

16. **No Waiver of Sovereign Immunity.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

17. **Severability of Illegal Provisions.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

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

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

20. **Public Records Retention.** CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services being provided by CONTRACTOR herein. CONTRACTOR shall provide the public with access to public records on the same terms and conditions that the CITY would provide the

records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. CONTRACTOR shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY by CONTRACTOR in a format that is compatible with the information technology systems of the CITY.

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

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

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

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

Any goods and/or services purchased as a result of this solicitation and/or Agreement may be tested and/or inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the CITY reserves the right to terminate the solicitation or initiate corrective action on the part of the

CONTRACTOR, to include return of any non-compliant goods to the CONTRACTOR at the CONTRACTOR's expense, requiring the CONTRACTOR to either provide a direct replacement for the item, or a full credit for the returned item. The CONTRACTOR shall not assess any additional charge(s) for any conforming action taken by the CITY under this clause. The CITY will not be responsible to pay for any product or service that does not conform to the contract specifications.

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

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

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

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

26. 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.

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

28. Notices. All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or

when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail.

If to CONTRACTOR: Bulldog Sitework LLC
Naiara Petralanda
1533 Youngs Rd.
Leesburg, Florida 34748
352-267-4664
naiara@bulldogsitework.com

If to City of Leesburg: Robert W. Hicks
Purchasing Manager
501 West Meadow Street
Leesburg, Florida 34748
352-728-9880
Robert.Hicks@leesburgflorida.gov

29. **Governing Law.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

30. **Jurisdiction and Venue.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Lake County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Lake County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court or the right to bring an action or proceeding in any other court. Service of any court paper may be affected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

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

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

33. **Warranty.** The CONTRACTOR agrees that, unless expressly stated otherwise in the bid or proposal, the product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the CONTRACTOR

gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the CITY by any other provision of this solicitation.

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

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

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

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

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

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

37. **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.

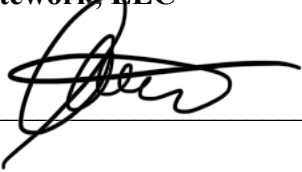
38. **Authority to Obligate.** Each person signing this agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and bind and obligate such party with respect to all provisions contained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

Bulldog Sitework, LLC

By: _____



Printed: NAIARA PETRALANDA

Its: _____

PRESIDENT

(Title)

CITY OF LEESBURG, FLORIDA

James A. Burry Jr., Mayor

ATTEST:

J. Andi Purvis, City Clerk

Approved as to form:

William Watson, City Attorney

Exhibit 'A'
SCHEDULE OF CONTRACT ITEMS

Item #	Description	Quantity	Unit	Unit Price	Total Price
1	Mobilization	1	LS	\$ 71,181.28	\$ 71,181.28
2	110% Payment and Performance Bond	1	LS	\$ 18,000.00	\$ 18,000.00
3	Survey/As-builts	1	LS	\$ 16,892.20	\$ 16,892.20
4	Maintenance of Traffic	1	LS	\$ 14,688.81	\$ 14,688.81
5	Erosion & Sediment Control	1,590	LF	\$ 4.07	\$ 6,471.30
6	Connect to Existing Force Main	1	EA	\$ 20,100.18	\$ 20,100.18
7	Core Drill Existing Manhole	1	EA	\$ 12,911.84	\$ 12,911.84
8	10" C900 DR25 PVC Force Main	480	LF	\$ 140.25	\$ 67,320.00
9	10" Class 350 DIP Force Main	2,080	LF	\$ 155.90	\$ 324,272.00
10	8" Class 350 DIP Force Main	20	LF	\$ 140.85	\$ 2,817.00
11	Fittings	1	LS	\$ 42,869.87	\$ 42,869.87
12	8" Plug Valves	2	EA	\$ 7,209.45	\$ 14,418.90
13	10" Plug Valves	2	EA	\$ 10,410.85	\$ 20,821.70
14	Air Release Valve and Vault	3	EA	\$ 17,271.28	\$ 51,813.84
15	Open Cut & Repair Asphalt Roadway	1,965	SY	\$ 106.28	\$ 208,840.20
16	Open Cut & Repair Concrete Pavement	55	SY	\$ 225.61	\$ 12,408.55
17	Open Cut & Repair Concrete Curb & Gutter	75	SY	\$ 256.07	\$ 19,205.25
18	Open Cut & Repair Dirt Driveway	44	SY	\$ 57.50	\$ 2,530.00
19	Open Cut & Restore Block Pavers	24	SF	\$ 54.18	\$ 1,300.32
20	Milling and Resurfacing Asphalt Road	900	SY	\$ 83.83	\$ 75,447.00
21	Lift Station No. 48 Upgrades	1	LS	\$ 571,690.35	\$ 571,690.35
22	Pressure Testing	1	LS	\$ 12,301.20	\$ 12,301.20
23	Density Testing	1	LS	\$ 1,650.00	\$ 1,650.00
24	Restoration - Bahia Sod	1,770	SY	\$ 4.05	\$ 7,168.50
25	Sod Irrigation	1	LS	\$ 1,274.40	\$ 1,274.40
26	NPDES Permit	1	LS	\$ 520.00	\$ 520.00
	Base Bid Total (In Figures)				\$ 1,598,914.69

Exhibit 'B'
SUPPLEMENTAL CONDITIONS – CONSTRUCTION

1. DEFINITIONS

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

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

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

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

2. INSPECTION OF WORK

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

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

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

3. TESTS

The Project Representative will have the right to require all materials to be submitted to test prior to incorporation in the work. In some instances, it may be expedient to make these tests at the source of supply and for this reason it is requested that the CONTRACTOR furnish the source before incorporating material in the work. This does not in any way obligate the Project Representative to perform tests for acceptance of material and does not relieve the CONTRACTOR of his responsibility to furnish satisfactory material. The CONTRACTOR shall furnish two copies of manufacturer's certificate of compliance with these specifications covering manufactured items incorporated in the work.

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

4. TOOLS, PLANT AND EQUIPMENT

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

5. COLLECTION AND DISPOSAL OF WASTE

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

6. BURNING OF DEBRIS

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

7. TEMPORARY TRAFFIC CONTROL (TTC)

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

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

8. PROTECTION AGAINST POLLUTION

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

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

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

9. TEMPORARY FENCING AND BARRICADES

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

10. WORKMANSHIP, MATERIALS, APPLIANCES, AND EMPLOYEES

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

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

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

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

11. GENERAL QUALITY AND STANDARDS

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

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

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

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

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

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

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

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

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

12. PROJECT COORDINATION

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

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

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

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

13. COORDINATION WITH UTILITY COMPANIES

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

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

14. SUPERVISION

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

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

15. CONSTRUCTION SUPERINTENDENT

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

16. WAGE RATES/EQUAL EMPLOYMENT OPPORTUNITY

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

17. SUBCONTRACTS

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

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

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

18. PRE-CONSTRUCTION MEETING

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

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

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

19. ORDER OF COMPLETION

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

20. MATERIALS AND EQUIPMENT SCHEDULES

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

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

21. CONTRACTOR'S REQUESTS FOR INTERPRETATION (RFIs)

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

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

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

- e. Disputed Requirements: In the event the CONTRACTOR believes that a clarification by the CITY's A/E, or Representative, results in additional cost or time, CONTRACTOR shall comply with the method for requesting a Change Order.
- f. RFI Log: CONTRACTOR shall prepare and maintain a log of RFIs, and at any time requested by the CITY's Representative, the CONTRACTOR shall furnish copies of the log showing all outstanding RFIs.
- g. Review Time: Architect/Engineer or CITY Representative (CITY) shall return RFIs to CONTRACTOR and within five (5) calendar days of receipt. RFIs received after 12:00 noon shall be considered received on the next regular working day for the purpose of establishing the start of the five-calendar day response period.

22. SUBMITTAL REQUIREMENTS OF CONTRACTOR

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

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

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

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

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

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

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

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

23. CHANGES IN THE WORK

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

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

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

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

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

24. DETAIL DRAWINGS AND INSTRUCTIONS

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

25. OWNERSHIP OF DRAWINGS

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

26. SURVEYS, PERMITS AND REGULATIONS

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

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

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

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

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

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

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

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

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

27. ROYALTIES AND PATENTS

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

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

28. PROTECTION OF WORK AND PROPERTY

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

29. DEDUCTIONS FOR UNCORRECTED WORK

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

30. DELAYS AND EXTENSION OF TIME

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

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

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

31. CORRECTION OF WORK BEFORE FINAL PAYMENTS

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

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

32. THE CITY'S RIGHT TO DO WORK

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

33. SUSPENSION OF WORK

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

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

34. REMOVAL OF EQUIPMENT

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

35. USE OF COMPLETED PORTIONS

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

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

36. PROMPT PAYMENT

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

37. APPLICATION FOR PAYMENT

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

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

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

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

38. PAYMENTS WITHHELD

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

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

- f. Failure to maintain adequate progress. vii. Damage to the building resulting from the negligence of the CONTRACTOR.

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

39. FINAL PAYMENT APPLICATION

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

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

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

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

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

refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. Thirty days after presentation to CITY of the Application and accompanying documentation, in appropriate form and substance, and with Engineer's recommendation and notice of acceptability, the amount recommended by Engineer will become due and will be paid by CITY to CONTRACTOR.

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

40. CONTRACTOR'S CONTINUING OBLIGATION

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

41. DAMAGES

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

42. EQUIPMENT STARTUP

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

43. COMPLETION OF WORK

The CONTRACTOR shall be considered "substantially complete" when the equipment and systems have been used without failure for seven (7) continuous days, and in the opinion of the CITY, 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 CONTRACTOR. The date of contract completion shall be the same date at which the CONTRACTOR is considered substantially complete by the Engineer.

44. ACCEPTANCE OF FINISHED WORK

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

45. FINAL CLEAN UP

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

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

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

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

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

46. TREES

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

47. GUARANTY

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

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

48. INDEMNITY

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

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

49. ASSIGNMENT

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

50. RIGHTS OF VARIOUS INTERESTS

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

51. SEPARATE CONTRACTS

The CITY reserves the right to let other contracts in connection with this work. The CONTRACTOR shall afford other CONTRACTORs reasonable opportunity for the introduction

and storage of their materials and the execution of their work, and shall properly conduct and coordinate his work with theirs.

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

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

52. LANDS FOR WORK

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

53. ACCESS TO RECORDS

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

54. EXECUTION, CORRELATION AND INTENT OF DOCUMENTS

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

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

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

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

55. CONTRACTOR'S UNDERSTANDING

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

56. FAMILIARITY WITH LAWS

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

57. SALES TAX

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

58. CLARIFICATIONS AND INTERPRETATIONS OF CONTRACT DOCUMENTS

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

Engineer will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as Engineer

may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or an extension of the Contract Time then CONTRACTOR shall notify CITY in accordance with the Agreement.

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

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

59. LIMITATIONS ON ENGINEER'S RESPONSIBILITIES

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

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

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

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

60. SAFETY AND PRECAUTION

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

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

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

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

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

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

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

61. RECORD DOCUMENTS

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

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

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

62. PHYSICAL CONDITIONS-UNDERGROUND FACILITIES

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

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

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

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

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

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

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

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

63. PHYSICAL CONDITIONS

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

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

64. REVIEW OF APPLICATION FOR PROGRESS PAYMENT

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

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

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

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

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

CITY may refuse to make payment of the full amount recommended by Engineer because claims have been made against CITY on account of CONTRACTOR's performance or furnishing of the

Work or Liens have been filed in connection with the Work or there are other items entitling CITY to a set-off against the amount recommended, but CITY must give CONTRACTOR immediate written notice (with a copy to Engineer) stating the reasons for such action.

65. SUBSTANTIAL COMPLETION

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

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

66. INSPECTIONS, CORRECTION, REMOVAL OF DEFECTIVE WORK

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

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

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

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

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

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

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

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

If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, CITY may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this

right of CITY to stop the Work shall not give rise to any duty on the part of CITY to exercise this right for the benefit of CONTRACTOR or any other party.

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

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

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

If CONTRACTOR fails within a reasonable time after written notice of Engineer to proceed to correct and to correct defective Work or to remove and replace rejected Work as required by Engineer, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, CITY may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph CITY shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, CITY may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which CITY has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow CITY, CITY's representatives, agents and employees such access to the site as may be necessary to enable CITY to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of CITY in exercising such rights and remedies will be charged against CONTRACTOR in an amount approved as to reasonableness by Engineer, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and CITY shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, CITY may make a claim. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's defective Work. CONTRACTOR shall not be allowed an extension of the

Contract Time because of any delay in performance of the Work attributable to the exercise by CITY of CITY's rights and remedies hereunder.

68. ARBITRATION

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

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

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

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

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

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

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

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

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

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

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

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

[End of Supplemental Conditions.]

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.4.

Meeting Date: November 12, 2024

From: Robert Hicks, (Deputy City Manager)

Subject: Purchase request for Trane Technologies to replace two Performance Climate Changer Air Handling units and two Intellicore 20120T Air Cooled Condensing units in the amount of \$216,276.00 and turnkey installation of HVAC equipment including control connections and safety devices in the amount of \$226,277.00 for a total amount of \$442,553.00.

Staff Recommendation:

Staff recommend approval of the purchase request of turnkey installation of HVAC replacement by Trane Technologies for the Leesburg Library in the total amount of \$442,553.00

Analysis:

The Leesburg Library second floor HVAC units are in poor condition and have not been functioning properly. These units are past the end of their useful lifetime and need replacement.

Procurement Analysis:

The City is utilizing Government Service Administration (GSA) Contract # 47QSWA20D002A with Trane Technologies to replace the upstairs HVAC systems in the Leesburg Library. The GSA contract resulted from a competitively bid process. Public Works evaluated the contract as well as alternative solutions and determined the Trane proposal to be the most cost-effective for the City. The Library's current HVAC infrastructure is made up of proprietary Trane technology and equipment.

Options:

1. Approve the purchase request to Trane Technologies as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The project was not included in the current Capital Projects budget. A budget adjustment will be processed to use available Discretionary Sales Tax funds on this repair.

Account No. 031-5193-519-6410
Project No. 310051
WF No. WF1594827/1
Requisition 56955 & 56956

Budget	-0-
Available	-0-



Proposal

Proposal is valid for 15 days.

Customer must obtain credit approval and release order to production within 60 days of proposal date.

PROPRIETARY AND CONFIDENTIAL PROPERTY OF Trane U.S. Inc.
DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED

Prepared For: All Bidders

Date: October 01, 2024

Job Name:
Leesburg library

Proposal Number: H3-237247-25932-2
Opportunity ID: 7812755

Delivery Terms:
Freight Allowed and Prepaid - F.O.B. Factory

Payment Terms: Net 30 Days

Trane U.S. Inc. is pleased to provide the following proposal for your review and approval.

Two (2) Performance Climate Changer Air Handling Units

Tags: AHU-3 & AHU-4

Product Data - Performance Climate Changer (CSAA)

Item: A1 Qty: 1 Tag(s): AHU-4

Unit level options

- Indoor unit
- Unit size 57
- 6in. integral base frame
- UL listed unit
- Field Provided (mtrs, lights, controls)

Controls and VFD/starter

- Supply overload box, field provided VFD

Filter section (Pos #1)

- Door- left side
- 2in. filter frame
- Pleated media (Field Installed)

Coil section (Pos #2)

- Extended medium
- Cooling coil
- Refrigerant
- 8 rows

Fan section (Pos #3)

- Door- left side
- Outward swing
- 27in. dd plenum, 80% width, H press
- NEMA premium compliant ODP
- Voltage 200-208/3
- NEMA motor hps only
- 15 max applied hp
- Inverter balance with shaft grounding
- Top rectangular discharge

Item: A2 Qty: 1 Tag(s): AHU-3

Unit level options

- Indoor unit
- Unit size 40
- 6in. integral base frame
- UL listed unit

Field Provided (mtrs, lights, controls)

Controls and VFD/starter

Supply overload box, field provided VFD

Filter section (Pos #1)

Door- left side

2in. filter frame

Pleated media (Field Installed)

Coil section (Pos #2)

Extended medium

Cooling coil

Refrigerant

6 rows

Fan section (Pos #3)

Door- left side

Outward swing

24.5in. dd plenum, 80% width, H press

NEMA premium compliant ODP

Voltage 200-208/3

NEMA motor hps only

10 max applied hp

Inverter balance with shaft grounding

Top rectangular discharge

Warranty (starts at unit start-up or 6 months from shipment, whatever occurs first)

12 months parts, labor

Exclusions

Installation, external isolation, dampers, air flow monitoring stations, extra filters other than listed, VFD wiring / mounting

Two (2) IntelliCore 20-120T Air-Cooled Condensing Units

Tags: CU-3 & CU-4

Product Data

Remote Condenser

Air-Cooled

R-454B Refrigerant

200/60/3

0°F (Low Ambient Option)

UL Listed

Suction Service Valve

Controller with BacNet and TD7 display

Warranty (starts at unit start-up or 6 months from shipment, whatever occurs first)

12 months parts, labor, refrigerant

60 month compressor parts only

Field Installed Accessories

Hot-Gas Bypass Valve

Exclusions

Disconnects, System controls, Coatings, Refrigerant specialties (ie... line sets, check valves, sight glass, etc.), Condensate Pumps, Hurricane Tie Downs, External Vibration Isolation, Start up, Training

Total Net Price (Excluding Sales Tax) \$ 216,276.00

Condensing Unit Coil Coating Add Price (Excluding Sales Tax) \$ 16,641.00

Tax Status: Taxable	☐	IF EXEMPT PLEASE SUBMIT COMPLETED TAX EXEMPTION CERTIFICATE WITH YOUR SIGNED PROPOSAL OR WITH YOUR PURCHASING DOCUMENTS, KEEP YOUR ORIGINAL ON FILE IN THE OFFICE. YOU WILL BE CHARGED TAX IF A VALID EXEMPTION CERTIFICATE IS NOT ON FILE BEFORE EQUIPMENT, PARTS OR SERVICES ARE PROVIDED. SEE WWW.TAXSITES.COM/STATE-LINKS.HTML FOR TAX FORMS.
	☐	

Will Jayne

Trane U.S. Inc.

2301 Lucien Way, Suite 430

Maitland, FL 32751

Office Phone: (407) 660-1111

This proposal is subject to your acceptance of the attached Trane terms and conditions.

TERMS AND CONDITIONS - COMMERCIAL EQUIPMENT

"Company" shall mean Trane U.S. Inc. for sales in the United States and Trane Canada ULC for sales in Canada.

1. Acceptance. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the sale of the described commercial equipment and any ancillary services (the "Equipment"). **COMPANY'S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 15 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Equipment in accordance with the Proposal and the Company's terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer's acceptance of the Equipment will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability.

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Title and Risk of Loss. All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.

4. Pricing and Taxes. Within forty-five (45) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company's factory. Prices for Equipment are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of Equipment. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control. If shipment is delayed due to Customer's actions, Company may also charge Customer with storage fees. If a release is not received within 6 months following order acceptance, Company reserves the right to cancel any order. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased. The price of Equipment does not include any present or future foreign, federal, state, or local property, license, privilege, sales, use, excise, value added, gross receipts or other like taxes or assessments. Such amounts will be itemized separately to Customer, who will make prompt payment to Company. Company will accept valid exemption documentation for such taxes and assessments from Customer, if applicable. All prices include packaging in accordance with Company's standard procedures. Charges for special packaging, crating or packing are the responsibility of Customer.

5. Delivery and Delays. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

6. Performance. Company shall be obligated to furnish only the Equipment described in the Proposal and in submittal data (if such data is issued in connection with the order). Company may rely on the acceptance of the Proposal and submittal data as acceptance of the suitability of the Equipment for the particular project or location. Unless specifically stated in the Proposal, compliance with any local building codes or other laws or regulations relating to specifications or the location, use or operation of the Equipment is the sole responsibility of Customer. If Equipment is tendered that does not fully comply with the provisions of this Agreement and Equipment is rejected by Customer, Company will have the right to cure within a reasonable time after notice thereof by substituting a conforming tender whether or not the time for performance has passed.

7. Force Majeure. Company's duty to perform under this Agreement and the Equipment prices are contingent upon the non-occurrence of an Event of Force Majeure. If the Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid); and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

8. Limited Warranty. Company warrants the Equipment manufactured by Company for a period of the lesser of 12 months from initial start-up or 18 months from date of shipment, whichever is less, against failure due to defects in material and manufacture and that it has the capacities and ratings set forth in Company's catalogs and bulletins ("Warranty"). **Equipment manufactured by Company that includes required start-up and sold in North America will not be warranted by Company unless Company performs the Equipment startup.** Exclusions from this Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; modifications made by others to the Equipment; repairs or alterations by a party other than Company that adversely affects the stability or reliability of the Equipment; vandalism; neglect; accident; adverse weather or environmental conditions; abuse or improper use; improper installation; commissioning by a party other than Company; unusual physical or electrical or mechanical stress; operation with any accessory, equipment or part not specifically approved by Company; refrigerant not supplied by Company; and/or lack of proper maintenance as recommended by Company. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Company's obligations and liabilities under this Warranty are limited to furnishing replacement equipment or parts, at its option, FCA (Incoterms 2000) factory or warehouse (f.o.b. factory or warehouse for US domestic purposes) at Company-designated shipping point, freight-allowed to Company's warranty agent's stock location, for all non-conforming Company-manufactured Equipment (which have been returned by Customer to Company). Returns must have prior written approval by Company and are subject to restocking charge where applicable. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.** No warranty liability whatsoever shall attach to Company until Customer's complete order has been paid for in full and Company's liability under this Warranty shall be limited to the purchase price of the Equipment shown to be defective. Additional warranty protection is available on an extra-cost basis and must be in writing and agreed to by an authorized signatory of the Company. **EXCEPT FOR COMPANY'S WARRANTY EXPRESSLY SET FORTH HEREIN, COMPANY DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, ANY WARRANTIES, EXPRESS OR IMPLIED CONCERNING ITS PRODUCTS, EQUIPMENT OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF DESIGN, MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR OTHERS THAT ARE ALLEGED TO ARISE FROM COURSE OF DEALING OR TRADE.**

9. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

10. Insurance. Upon request, Company will furnish evidence of its standard insurance coverage. If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive any rights of subrogation.

11. Customer Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement, require payment prior to shipping, or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Equipment furnished and all damages sustained by Company (including lost profit and overhead).

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, PUNITIVE, EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS), OR CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY. In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

13. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION, OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

14. Nuclear Liability. In the event that the Equipment sold hereunder is to be used in a nuclear facility, Customer will, prior to such use, arrange for insurance or governmental indemnity protecting Company against all liability and hereby releases and agrees to indemnify Company and its suppliers for any nuclear damage, including loss of use, in any manner arising out of a nuclear incident, whether alleged to be due, in whole or in part to the negligence or otherwise of Company or its suppliers.

15. Intellectual Property; Patent Indemnity. Company retains all ownership, license and other rights to all patents, trademarks, copyrights, trade secrets and other intellectual property rights related to the Equipment, and, except for the right to use the Equipment sold, Customer obtains no rights to use any such intellectual property. Company agrees to defend any suit or proceeding brought against Customer so far as such suit or proceeding is solely based upon a claim that the use of the Equipment provided by Company constitutes infringement of any patent of the United States of America, provided Company is promptly notified in writing and given authority, information and assistance for defense of same. Company will, at its option, procure for Customer the right to continue to use said Equipment, or modify it so that it becomes non-infringing, or replace same with non-infringing Equipment, or to remove said Equipment and to refund the purchase price. The foregoing will not be construed to include any Agreement by Company to accept any liability whatsoever in respect to patents for inventions including more than the Equipment furnished hereunder, or in respect of patents for methods and processes to be carried out with the aid of said Equipment. The provision of Equipment by Company does not convey any license, by implication, estoppel, or otherwise, under patent claims covering combinations of said Equipment with other devices or elements. The foregoing states the entire liability of Company with regard to patent infringement. Notwithstanding the provisions of this paragraph, Customer will hold Company harmless against any expense or loss resulting from infringement of patents or trademarks arising from compliance with Customer's designs or specifications or instructions.

16. Cancellation. Equipment is specially manufactured in response to orders. An order placed with and accepted by Company cannot be delayed, canceled, suspended, or extended except with Company's written consent and upon written terms accepted by Company that will reimburse Company for and indemnify Company against loss and provide Company with a reasonable profit for its materials, time, labor, services, use of facilities and otherwise. Customer will be obligated to accept any Equipment shipped, tendered for delivery or delivered by Company pursuant to the order prior to any agreed delay, cancellation, suspension or extension of the order. Any attempt by Customer to unilaterally revoke, delay or suspend acceptance for any reason whatever after it has agreed to delivery of or accepted any shipment shall constitute a breach of this Agreement. For purposes of this paragraph, acceptance occurs by any waiver of inspection, use or possession of Equipment, payment of the invoice, or any indication of exclusive control exercised by Customer.

17. Invoicing and Payment. Unless otherwise agreed to in writing by Company, equipment shall be invoiced to Customer upon tender of delivery thereof to the carrier. Customer shall pay Company's invoices within net 30 days of shipment date. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Company may at any time decline to ship, make delivery or perform work except upon receipt of cash payment, letter of credit, or security, or upon other terms and conditions satisfactory to Company. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all Equipment to secure payment in full of all amounts due Company and its order for the Equipment, together with these terms and conditions, form a security agreement (as defined by the UCC in the United States and as defined in the Personal Property Security Act in Canada). Customer shall keep the Equipment free of all taxes and encumbrances, shall not remove the Equipment from its original installation point and shall not assign or transfer any interest in the Equipment until all payments due Company have been made. The purchase money security interest granted herein attaches upon Company's acceptance of Customer's order and on receipt of the Equipment described in the accepted Proposal but prior to its installation. The parties have no agreement to postpone the time for attachment unless specifically noted in writing on the accepted order. Customer will have no rights of set off against any amounts, which become payable to Company under this Agreement or otherwise.

18. Claims. Company will consider claims for concealed shortages in shipments or rejections due to failure to conform to an order only if such claims or rejections are made in writing within 15 days of delivery and are accompanied by the packing list and, if applicable, the reasons in detail why the Equipment does not conform to Customer's order. Upon receiving authorization and shipping instructions from authorized personnel of Company, Customer may return rejected Equipment, transportation charges prepaid, for replacement. Company may charge Customer any costs resulting from the testing, handling, and disposition of any Equipment returned by Customer which are not found by Company to be nonconforming. All Equipment damaged during shipment and all claims relating thereto must be made with the freight carrier in accordance with such carrier's policies and procedures. Claims for Equipment damaged during shipment are not covered under the warranty provision stated herein.

19. Export Laws. The obligation of Company to supply Equipment under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules and regulations. Customer understands that Company and/or the Equipment are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer.

20. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state of New York for Equipment shipped to a U.S. location and the laws of the province to which Equipment is shipped within Canada, without regard to its conflict of law principles that might otherwise call for the application of a different state's or province's law, and not including the United Nations Convention on Contracts for the International Sale of Goods. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Equipment is being used at a site owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

21. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38

U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

22. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that Equipment ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1).

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the sale of the Equipment is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

23. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-4 (0622)
Supersedes 1-26.130-4(1221b)

SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

"**Customer Data**" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

"**Equipment**" shall have the meaning set forth in the Agreement.

"**HVAC Machine Data**" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

"**Security Incident**" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

"**Services**" shall have the meaning set forth in the Agreement.

2. **HVAC Machine Data; Access to Customer Extranet and Third Party Systems.** If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
- Accounts.** Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
 - Systems.** Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
 - Restrictions.** Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
 - Account Termination.** Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
 - Third Party Systems.** Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.
3. **Customer Data; Confidentiality.** Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's

employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.

4. Customer Data; Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "**Laws**").
5. Customer Data; Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("**Information Security Program**"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.
7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
8. Information Security Contact. Trane's information security contact is Local Sales Office.
9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.
12. Secure Disposal Policies. Policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.
13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.
14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
 - (i) data backups; and
 - (ii) formal disaster recovery plan. Such disaster recovery plan is tested at least annually.
15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.

16. Background checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.
17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

November 2023



Trane Turnkey Installation Proposal for the Leesburg Library AC units #3 & #4

**Turnkey Proposal For:**

James Grindrod
Leesburg City Of
PO Box 490630
Leesburg, FL 34749-3474

Local Trane Office:

Trane U.S. Inc.
2301 Lucien Way, Suite 430
Maitland, FL 32751

Local Trane Representative:

Alex Saxon
Account Manager
E-mail: asaxon@trane.com
Cell: (407) 509-7372
Office Phone: (407) 660-1111

Proposal ID: 7928862

Date: October 08, 2024



Trane Turnkey Proposal

Executive Summary

Trane is pleased to present a solution to help Leesburg City Of reach its performance goals and objectives. This proposed project will enhance your operation by helping you to optimize your resources, improve the comfort in your facility, and reduce energy costs.

We appreciate the effort from Leesburg City Of to assist in the HVAC system analysis and business discussions. Because of your efforts, we were able to develop a proposal that offers Turnkey retrofit service solutions to your specific concerns, based on Trane system knowledge and application expertise.

As your partner, Trane is committed to providing Turnkey retrofit services to help achieve a comfortable building environment for the people who occupy the building. For the people who own, manage and maintain the building, Trane is committed to providing reliable HVAC systems and products that improve performance.

Some key features and benefits Leesburg City Of should expect from this project are highlighted below.

- Trane Technologies Factory Service and Warranty
- Integration with Trane controls
- Dedicated Project Manager
- Direct drive air-handler fans. No belts
- **Increased efficiency with new equipment**

Trane appreciates the opportunity to earn your business. Your investment in the proposed project is \$198,108.00 USD. This investment will provide Leesburg City Of with the capability to significantly reduce operating costs and improve comfort conditions in your facility.

We look forward to partnering with Leesburg City Of for your Turnkey retrofits service needs. I will be contacting you soon to discuss the proposal and to schedule the next steps

WE VALUE THE CONFIDENCE YOU HAVE PLACED IN TRANE AND LOOK FORWARD TO PARTNERING WITH YOU.

Alex Saxon
Account Manager, Trane U.S. Inc.

Prepared For:
James Grindrod

Date:
October 07, 2024

Job Name:
Leesburg Library Install & Controls

Proposal ID:
7928862

Delivery Terms:
Freight Allowed and Prepaid – F.O.B. Factory

Payment Terms:
Net 30

State Contractor License Number: CMC1249843

Proposal Expiration Date:
30 Days

Scope of Work

“Scope of Work” and notations within are based on the following negotiated scope of work with James Grindrod and based on the site surveys performed in October of 2024

Turnkey Installation of HVAC Equipment

- Complete replacement of Split systems #3 and #4 including control connections and safety devices

Mechanical Installation

- Reclaim refrigerant from (2) existing dual circuit split systems.
- Disconnect ductwork, condensate drains, and refrigerant piping from (2) existing AHUs.
- Remove existing AHUs from mechanical room and load onto trailer.
- Receive and disassemble new AHUs as needed for mobilizing into mechanical rooms.
- Transport new AHU to mechanical room and reassemble on existing housekeeping pad.
- Extend existing concrete housekeeping pads as needed for fitment of new AHU's
- Connect existing refrigerant piping to both circuits of new CUs.
- Connect return air plenums new AHUs. Provide and install new duct transitions for return air plenums as needed.
- Connect existing supply air plenums. Provide and install new duct transitions for supply air plenums as needed.
- Insulate all new and modified ductwork with fiberglass blanket wrap insulation, same as existing.
- Install new p-traps and connect to existing condensate drains.
- Install new condensate overflow safety switches.
- Pressure test refrigerant circuits with dry nitrogen and ensure a leak-free installation.
- Evacuate refrigerant circuits to manufacturer recommended micron levels.
- Insulate new and modified refrigerant piping and condensate drains with flexible elastomeric tubing insulation, same as existing.
- Provide rental of mobile crane and rigging materials.
- Provide clean up and debris removal from site.
- Trane factory Startup
- All labor is based on normal working hours Monday through Friday (7AM-5PM).
- Provide 1-year workmanship warranty.

Electrical Installation

- Provide and install one (1) new 250 ampere breaker
- Provide and install two new variable frequency drives for the new AHU fans.
- Disconnect/reconnect one (1) AHU-3 & CU-3
- Disconnect/reconnect one (1) AHU-4 & CU-4
- Utilize existing conduit and conductors
- All THHN/THWN copper conductors
- LFMC for exterior equipment connections
- Disconnect/reconnect existing controls
- BACnet COM from CU-3 & CU-4 to SC+ controller
- Connect the refrigerant safety control in both units for the new refrigerant requirement required.

Clarifications and Exclusions

- The above pricing does not include any painting or patching of any kind.
- The above pricing does not include any structural steelwork of any kind.
- The above pricing does not include any fire alarm or fire sprinkler work of any kind.
- The above pricing does not include any fire or fire/smoke dampers.
- The above pricing does not include any engineering or engineered drawing
- All work to commence during normal business hours
- Electrical and mechanical permits are included permit
- Refrigerant is included
- The main refrigerant piping line set between the condenser and evaporator will be reused.

Pricing and Acceptance

James Grindrod
Leesburg City Of
PO Box 490630
Leesburg, FL 34749-3474

Site Address:
Leesburg Public Library
100 E Main St
Leesburg, FL 34748

Price

Total Net Price (Including appropriate Sales and/or Use Tax, if required by law)\$226,277.00 USD

Anticipation Discount

Trane is pleased to offer an opportunity to maximize the value of your purchase by offering you savings with the Trane Anticipation Discount Program (ADP) that is flexible and designed for all Trane customers. The discount depends on the percentage of quoted price that is pre-paid, estimated payment date, estimated monthly schedule of values, and the current annualized discount rate.

Total Potential ADP Discount for this project\$9,051.08

Your Trane representative can provide a formal ADP quotation to lock in your savings.

Financial items not included

- Bid Bond
- Payment and Performance Bond
- Guarantee of any energy, operational, or other savings
-

Respectfully submitted,



Alex Saxon
Account Manager
Trane U.S. Inc.
E-mail: asaxon@trane.com
Office Phone: (407) 660-1111

ACCEPTANCE

This proposal is subject to Customer’s acceptance of the attached Trane Terms and Conditions (Installation).

We value the confidence you have placed in Trane and look forward to working with you.

Retention withheld 5% on installation, 0% on Equipment; rate reduced per the contract documents and released no later than the date of Trane substantial completion.

Submitted By: Alex Saxon	Cell: (407) 509-7372 Office: (407) 660-1111 Proposal Date: October 07, 2024
CUSTOMER ACCEPTANCE Leesburg City Of	TRANE ACCEPTANCE Trane U.S. Inc.
Authorized Representative	Authorized Representative
Printed Name	Printed Name
Title	Title
Purchase Order Acceptance Date:	Signature Date License Number:

TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

“Company” shall mean Trane U.S. Inc. for Work performed in the United States or Trane Canada ULC for Work performed in Canada.

1. Acceptance; Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the “Agreement”) resulting from Company's proposal (the “Proposal”) for the commercial goods and/or services described (the “Work”). **COMPANY'S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service (“Connected Services Terms”), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Title and Risk of Loss. All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.

4. Pricing and Taxes. Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax-exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Within thirty (30) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company's factory. Prices for Work are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of goods. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control. If such release is not received within 6 months after date of order receipt, Company reserves the right to cancel any order. If shipment is delayed due to Customer's actions, Company may also charge Customer storage fees. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased.

5. Exclusions from Work. Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.

6. Performance. Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

7. Payment. Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

8. Time for Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

9. Access. Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and/or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.

10. Completion. Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

11. Permits and Governmental Fees. Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

12. Utilities During Construction. Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

13. Concealed or Unknown Conditions. In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

14. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement (“Pre-Existing Conditions”), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

15. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead).

18. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

19. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, INCLUDING CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

20. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANT LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

21. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

22. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

23. Insurance. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

24. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

25. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

26. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

27. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

28. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

29. Building Automation Systems and Network Security. Customer and Trane acknowledge that Building Automation System (BAS) and connected networks security requires Customer and Trane to maintain certain cybersecurity obligations. Customer acknowledges that upon completion of installation and configuration of the BAS, the Customer maintains ownership of the BAS and the connected network equipment. Except for any applicable warranty obligations, Customer is solely responsible for the maintenance and security of the BAS and related networks and systems. In the event there is a service agreement between Trane and Customer, Trane will provide the services as set forth in the service agreement.

In order to maintain a minimum level of security for the BAS, associated networks, network equipment and systems, Customer's cybersecurity responsibilities include without limitation:

1. Ensure that the BAS, networks, and network equipment are physically secure and not accessible to unauthorized personnel.
2. Ensure the BAS remains behind a secure firewall and properly segmented from all other customer networks and systems, especially those with sensitive information.
3. Keep all Inbound ports closed to any IP Addresses in the BAS.
4. Remove all forwarded inbound ports and IP Addresses to the BAS.
5. Maintain user login credentials and unique passwords, including the use of strong passwords and the removal of access for users who no longer require access.
6. Where remote access is desired, utilize a secure method such as Trane Connect Secure Remote Access or your own VPN.
7. For any Trane services requiring remote data transfer and/or remote user access, configure the BAS and related firewall(s) per instructions provided by Trane. This typically includes configuring Port 443 and associated firewall(s) for Outbound only.
8. Perform regular system maintenance to ensure that your BAS is properly secured, including regular software updates to your BAS and related network equipment (i.e., firewalls).

Any and all claims, actions, losses, expenses, costs, damages, or liabilities of any nature due to Customer's failure to maintain BAS security responsibilities and/or industry standards for cybersecurity are the sole responsibility of the Customer.

1-26.251-10(0123)
Supersedes 1-26.251-10(1221)

SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

"Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

"Equipment" shall have the meaning set forth in the Agreement.

"HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. **"Personal Data"** means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

"Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

"Services" shall have the meaning set forth in the Agreement.

2. **HVAC Machine Data; Access to Customer Extranet and Third Party Systems.** If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
- Accounts.** Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
 - Systems.** Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
 - Restrictions.** Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
 - Account Termination.** Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
 - Third Party Systems.** Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.
3. **Customer Data; Confidentiality.** Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of

providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.

4. Customer Data: Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "**Laws**").
5. Customer Data: Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("**Information Security Program**"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.
7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
8. Information Security Contact. Trane's information security contact is Local Sales Office.
9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.
12. Secure Disposal Policies. Policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.
13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.
14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
 - (i) data backups; and
 - (ii) formal disaster recovery plan. Such disaster recovery plan is tested at least annually.
15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or

undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.

16. Background checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.
17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

November 2023



GSA FEDERAL SUPPLY SCHEDULE PROPOSAL

Contract# 47QSWA20D002A, SAM UEI# QJFJBF8ZBUM8, CAGE Code# 60532

Customer: Leesburg City Of
PO Box 490630

Leesburg, FL 34749-3474

ATTN: James Grindrod

Date: 10/18/2024

Job Name: Leesburg Library
Install & Controls

Terms of Delivery: FOB Destination
Full Freight Allowed

Proposal #: 7928862

Terms of Payment: ½ % 10 – Net 30 Days

Trane is pleased to provide the enclosed proposal for your review and approval. This proposal is compliant with [Trane's GSA Schedule MAS Contract#47QSWA20D002A](#) and all its associated terms, conditions and negotiated pricing. In the event of a discrepancy between this proposal and the MAS contract, the MAS contract terms and conditions shall govern and take precedence. This proposal is valid for 30 days.

Included in the Proposal – Scope of Work

Turnkey Installation of HVAC Equipment - Complete replacement of Split systems #3 and #4 including control connections and safety devices.

Excluded from the Proposal

Taxes, Hazardous Material identification, abatement and/or removal are excluded from this scope of work.

Open Market Items (as allowed per FAR 8.402(f) for administrative convenience)

Mechanical Subcontractor, Electrical Subcontractor, Test & Balance

Pricing Summary

This is a Firm-Fixed-Price (FFP) quote under Trane's GSA MAS Contract. The following is a pricing summary:

Pricing By Special Item Numbers (SINs)

SIN 238910	\$68,030.00
SIN 334512	\$38,216.00
SIN OLM	\$12,000.00
OPEN MARKET ITEMS	\$108,031.00

➤ **LUMP SUM PRICE FOR ENTIRE PROJECT** **\$226,277.00**



Respectfully submitted,

Alex Saxon
Account Manager
Orlando Main Office
asaxon@trane.com

This proposal is made subject to Trane's Commercial Supplier Terms & Conditions located online at www.trane.com/gsaschedule/termsofsale and are hereby incorporated by this reference.



Acknowledgement & Acceptance

Submitted By: Alex Saxon	Cell: (407) 509-7372 Office: (407) 660-1111 Proposal Date: October 07, 2024
CUSTOMER ACCEPTANCE Leesburg City Of	TRANE ACCEPTANCE Trane U.S. Inc.
Authorized Representative	Authorized Representative
Printed Name	Printed Name
Title	Title
Purchase Order Acceptance Date:	Signature Date License Number: CMC1248943



GSA FEDERAL SUPPLY SCHEDULE PROPOSAL

Contract# 47QSWA20D002A, **SAM UEI#** QJFJBF8ZBUM8, **CAGE Code#** 60532

Customer: Leesburg City Of
PO Box 490630
Leesburg, FL 34749-3474
ATTN: James Grindrod

Date: 10/18/2024
Job Name: Leesburg Library

Proposal #: 7812755

Terms of Delivery: FOB Destination
Full Freight Allowed
Terms of Payment: ½ % 10 – Net 30 Days

Trane is pleased to provide the enclosed proposal for your review and approval. This proposal is compliant with [Trane's GSA Schedule MAS Contract#47QSWA20D002A](#) and all its associated terms, conditions and negotiated pricing. In the event of a discrepancy between this proposal and the MAS contract, the MAS contract terms and conditions shall govern and take precedence. This proposal is valid for 30 days.

Included in the Proposal – Scope of Work

Two (2) Performance Climate Changer Air Handling Units - Tags: AHU-3 & AHU-4.
Two (2) IntelliCore 20-120T Air-Cooled Condensing Units - Tags: CU-3 & CU-4

Excluded from the Proposal

Taxes, Hazardous Material identification, abatement and/or removal are excluded from this scope of work.

Open Market Items (as allowed per FAR 8.402(f) for administrative convenience)

N/A

Pricing Summary

This is a Firm-Fixed-Price (FFP) quote under Trane's GSA MAS Contract. The following is a pricing summary:

Pricing By Special Item Numbers (SINs)
SIN 334512

\$216,276.00

➤ **LUMP SUM PRICE FOR ENTIRE PROJECT** **\$216,276.00**



Respectfully submitted,

Alex Saxon
Account Manager
Orlando Main Office
asaxon@trane.com

This proposal is made subject to Trane's Commercial Supplier Terms & Conditions located online at www.trane.com/gsaschedule/termsofsale and are hereby incorporated by this reference.



Acknowledgement & Acceptance

Submitted By: Alex Saxon	Cell: (407) 509-7372 Office: (407) 660-1111 Proposal Date: October 07, 2024
CUSTOMER ACCEPTANCE Leesburg City Of	TRANE ACCEPTANCE Trane U.S. Inc.
Authorized Representative	Authorized Representative
Printed Name	Printed Name
Title	Title
Purchase Order Acceptance Date:	Signature Date License Number: CMC1249843

GSA Schedule: Support Your Mission & Reduce Operating Costs



Trane provides a range of solutions to operate, maintain, and modernize efficient and sustainable systems and facilities through our GSA Schedule contracts - long-term government wide contracts providing federal, state, and local government buyers access to commercial products and services at volume discount pricing. As a recognized industry-leader of efficient HVAC-R solutions, we understand how components work together to provide an economical, comfortable, and efficient building environment.

Contract with a Valued Partner: The Trane Advantage

- **20+ Year GSA Contract holder** with \$335M+ awards helping agencies meet their mission
- **Qualified DOE ESPC contractor** with experience identifying and implement energy saving projects quickly and efficiently
- **250+ U.S. Trane Office locations** that have established relationships with local designers, suppliers, and subcontractors to deliver services
- **Authorized provider to State & Local Governments** via Cooperative Purchasing or Disaster Purchasing via GSA Schedule procurement

OEM Manufacturer and Full-Service Provider

- Maintain your operational resiliency with Trane Original Equipment Manufacturer (OEM) replacement Parts and Services; OEM products backed by extensive manufacturer warranties
- Services and products leveraged to reduce operating costs/achieve baseline energy reductions by over 34% in Federal facilities worldwide
- Operational oversight, related O&M, service-repair, and installation support coordinated, dispatched, and monitored by local service staff; 4,000+ community-based service technicians

Trusted Partner to Government & Small Business Concerns

- 100% of Assessing Officials recommend Trane for similar requirements in the future based on past performance CPARS ratings
- 50%+ of Subcontract awards to small business concerns awarded via GSA Schedule contracts



Trane U.S. Inc.
3600 Pammel Creek Road
La Crosse, WI 54601-7511

Contract #: 47QSWA20D002A
Total Solutions

DUNS: 126365795

NAICS: 238910, 238990, 334290, 334512, 541690, 561210, 221330, 238210, 238220, 333415, 333413, 423720, 423730, 423740, 541330, 541350, 811310

PSC Codes: AG81, AG83, AG86, B540, B543, H945, J045, K041, S216

CONTACTS

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Jeffrey Rud, CEM
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jeff.rud@trane.com

Trane Comprehensive Building Solution Areas

Trane has completed over 7,000+ task orders totaling \$335M supporting Federal, State, and Local Government Agencies mission needs via GSA Schedule Procurement.

- **Department of Defense \$137M+**

Including: Army, Marine Corps, Navy, Air Force, Coast Guard, Army National Guard, Air National Guard, Army Corps of Engineers

- **Veterans Administration \$78M+**

Including: 66 VA facilities across 30 states/territories

- **State and Local Governments \$45M+**

Including: 47 communities/universities across 21 states

- **Other Federal Agencies \$75M+**

Including: United States Department of Agriculture, National Park Service, US Forest Service, Federal Aviation Administration, General Services Administration, Department of Homeland Security

Success Stories

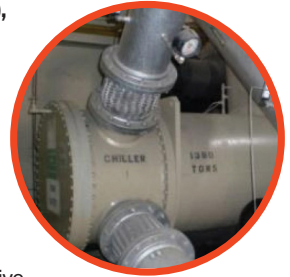
US Forest Service Region 5 ENABLE ESPC

Trane leveraged the ESPC ENABLE contract to deliver an Off-Grid Mobile Solar PV solution to 31 diverse, mixed use facilities scattered across five national forest locations in remote California. Each portable power generation system is fitted with an appropriately-sized battery storage bank and can be transported via utility trailer in the event of forest fires or other catastrophic events.



Florida Atlantic University (FAU), Boca Raton, FL

Trane was awarded a contract by the State of Florida to purchase two premium efficiency centrifugal chillers for implementation at FAU. A \$500,000 American Recovery and Reinvestment (ARRA) Clean Energy Grant provided the funding mechanism for the initiative.



GSA Schedule Applications

Replacement Parts, Rental Equipment	Energy Services	Facility Maintenance Services	Design/Build Turnkey Projects	Equipment & Construction Material	Contract	GSA Schedule SIN Title	SIN#	Green Products	Cooperative Purchasing	Disaster Recovery
Contract# 47QSWA20D002A Total Solutions										
Trane's HVAC equipment, chillers, controls, parts, installation support, services, rental equipment, and additional facilities solutions including: studies, designs, and facility modifications/repairs. In addition, customers can rent temporary cooling products, access emergency/rapid response services and obtain financing for leasing and ESPC efforts.										
	●	●	●		47QSWA20D002A	Installation and Site Preparation Services	238910		●	●
	●	●	●		47QSWA20D002A	Security and Detections Systems	334290		●	●
●			●	●	47QSWA20D002A	Total Solution Support Products for Facilities Management Systems	334512	●	●	●
●	●	●	●	●	47QSWA20D002A	Order-Level Materials	OLM		●	●
	●				47QSWA20D002A	Energy Consulting Services	541690E			●
	●	●	●		47QSWA20D002A	Complete Facilities Maintenance and Management	561210FAC	●		●
●	●	●			47QSWA20D002A	Ancillary Supplies and Services	Ancillary		●	●
		●			47QSWA20D002A	Ancillary Repair and Alterations	ANCRA			●

Trane.com/GSASchedule



TRANE®

Trane – by Trane Technologies (NYSE: TT), a global climate innovator – creates comfortable, energy efficient indoor environments through a broad portfolio of heating, ventilating and air conditioning systems and controls, services, parts and supply. For more information, please visit trane.com or tranetechnologies.com.

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GOV-SLB016-EN
September 21, 2020

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.5.

Meeting Date: November 12, 2024

From: Hosea Goodwyn, Senior Buyer

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Construction Services Agreement with DB Civil Construction, LLC, to demolish and replace the existing parking lot at the Mispah-Simmons Apartment Complex; and providing an effective date.

Staff Recommendation:

Staff recommends award of Invitation for Bid (IFB) No. 250301 to DB Civil Construction, LLC and approval of the Resolution authorizing the Construction Services Agreement for an amount of \$142,975.00.

Analysis:

The City of Leesburg wishes to demolish and replace the existing parking lot at Mispah-Simmons Apartment Complex located at 2212 Mispah Avenue and 2213 Simmons Avenue, Leesburg, Florida 34748 using funding by the Community Development Block Grant (CDBG).

Procurement Analysis:

On October 30, 2024, the Procurement Division opened and publicly read aloud submittals for Invitation for Bid No. 250301, Mispah Parking Lot Replacement (Rebid) project. Staff reviewed the submittals for conformance to the requirements of this solicitation and determined DB Civil Construction, LLC as the lowest, responsible, and qualified bidder. Summary of Bid is provided:

SUMMARY OF BID

	Bid Amount
DB Civil Construction, LLC	\$142,975.00
Mid Florida Paving & Sealcoating, Inc.	\$159,437.50
Garcia Civil Contractors, LLC	\$189,180.17

Options:

1. Approve award of IFB 250301 and approval of the resolution authorizing execution of the agreement with DB Civil Construction, LLC; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Funding for this project was included in the Carver Heights CRA capital projects in last fiscal year (FY 24). These funds will be rolled into the current fiscal year (FY 25) to complete the project. This project includes \$107,750 from CDBG, the remaining \$35,225.00 is available from Carver CRA funds.

Account No. 017-6190-559-6310

Project No. 170001

WF No. WF1538016/1

Requisition 56220

Budget \$107,750.00

Available \$107,750.00

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
CONSTRUCTION SERVICES AGREEMENT WITH DB CIVIL
CONSTRUCTION, LLC, TO DEMOLISH AND REPLACE THE EXISTING
PARKING LOT AT THE MISPAH-SIMMONS APARTMENT COMPLEX; 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 DB Civil Construction, LLC whose address is 4475 US-1 South, Suite 707, St. Augustine, Florida 32086, to provide Construction Services pursuant to Mispah Parking Lot Replacement solicitation IFB 250301.

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 12th day of November 2024.

Mayor

ATTEST:

City Clerk

AGREEMENT FOR CONSTRUCTION SERVICES

THIS AGREEMENT is made as of the 12th day of November in the year 2024, between **The City of Leesburg**, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **DB Civil Construction, LLC** whose address is 4475 US-1 South, Suite 707, St. Augustine, Florida 32086 (hereinafter referred to as the "CONTRACTOR").

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

1. **Contract Documents.** The following documents and information are incorporated by reference and made part hereof; and shall comprise the Contract Documents.
 - a. This Agreement; and
 - b. Invitation for Bid (IFB) 250301-Mispah Parking Lot Replacement Project (Rebid); and
 - c. Schedule of Contract Items included as Exhibit 'A'; and
 - d. Supplemental Conditions – Construction as Exhibit 'B'; and
2. **Scope of Services.** The CONTRACTOR shall furnish the following services generally described as the "**Mispah Parking Lot Replacement Project (Rebid)**" to the CITY as listed in Invitation for Bid 250301. Nothing herein shall limit the CITY's right to obtain these services from other contractors for the same or similar work.
3. **Total Construction Cost.** The CONTRACTOR shall perform the Services for a total price not to exceed **\$142,975.00**. The cost of these services shall not exceed this amount unless the CITY has executed a written change order approving any increase in price.
4. **Labor and Materials.** The CONTRACTOR shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the CITY's representative.
5. **Professional License.** The CONTRACTOR will hold and maintain all required professional licenses required by regulatory agencies to perform the services covered by this Agreement.
6. **Term of Agreement.** This Agreement shall commence upon the date of execution and shall remain in effect until such time as the contracted services have been completed, and accepted by the CITY's authorized representative, unless earlier terminated in accordance with its provisions. Those portions imposing warranty requirements on CONTRACTOR, together with any implied warranties under law, will continue to remain in effect until completion of the expressed and/or implied warranty periods.

7. **Commencement and Completion.** The CITY and the CONTRACTOR mutually agree time is of the essence with respect to the dates and times set forth in the Agreement Documents. To that end, the CONTRACTOR will commence work not later than **TWENTY ONE (21)** continuous calendar days after CITY issues a Notice to Proceed, and will diligently and continuously prosecute the work at such a rate, and with sufficient forces as will allow the CONTRACTOR to achieve Substantial Completion no later than **NINETY (90)** continuous calendar days after the CITY issues a Notice to Proceed and Final Completion no later **THIRTY (30)** days after the recorded substantial completion date, subject only to any adjustments in the contract time that may be authorized by change orders properly issued in accordance with the Agreement Documents. In executing this Agreement, CONTRACTOR affirms the time set for completion is reasonable.

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

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

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

9. **Guaranty of Faithful Performance and Payment.** Performance and Payment Bonds (Separate bonds), written by a Surety firm satisfactory to the City of Leesburg on forms acceptable to the CITY which comply with Section 255.05(1), Florida Statutes, will be required of the successful Bidder to guarantee that CONTRACTOR will deliver a complete project under this Contract in strict accordance with the Contract Documents and will, after receiving payment from the CITY, pay promptly all persons supplying him with labor or materials for work.

The Performance and Payment Bonds will be equal to 100% of the Agreement amount for services. The cost of the bonds shall be borne by the CONTRACTOR. The bonds shall be written by a qualified Surety firm and through a reputable and responsible surety bond agency

licensed to do business in the State of Florida and Lake County and meet the following requirements:

- a. Rating: The Surety must be rated as "A" or better as to strength by Best's Insurance Guide, published by Alfred M. Best Company, Inc., 75 Fulton Street, New York, New York.
- b. Bonding Limit: Any One Risk: The Bonding Limit of the Surety shall not exceed ten (10) percent of the policy-holders surplus (capital and surplus) as listed by the aforementioned Best's Insurance Guide.

The completed Bonds will be executed in four (4) counterparts and delivered to the City of Leesburg Procurement Division with the required Power-of-Attorney. The City must receive the Bonds before a Notice to Proceed will be issued.

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

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

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

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

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

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

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

12. **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.

13. **Insurance Requirements.**

- a. **Scope of Insurance** - The CONTRACTOR shall procure and maintain at its own expense, the following minimum insurance coverage, unless otherwise specified in the Contract Documents.
 - i. All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least A: VII.
 - ii. The CONTRACTOR shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that 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 CONTRACTOR. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the CONTRACTOR's interests or liabilities, but are merely required minimums.
 - v. The provisions of the required insurance are subject to the approval of the City's Risk Manager, and upon request, the CONTRACTOR shall make available certified copies of the various policies for inspection.
 - vi. All liability insurance, except professional liability, shall be written on an occurrence basis.
 - vii. The CONTRACTOR waives its right of recovery against the CITY to the extent permitted by its insurance policies.
 - viii. Insurance required of the CONTRACTOR, or any other insurance of the CONTRACTOR shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims which arise out of the agreement, Contract or lease.
- b. Certificate of Insurance - The CONTRACTOR shall provide evidence of required minimum insurance by providing the CITY an ACORD or other Certificate of Insurance in forms acceptable to the Risk Manager for the CITY, before any work under the agreement, Contract or lease begins.
- i. Except for workers' compensation and professional liability, the CONTRACTOR's insurance policies shall be endorsed to name the City of Leesburg as additional insured to the extent of the agreement, Contract or lease.
 - 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 CONTRACTOR, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the CONTRACTOR's liability coverage(s).
- c. Comprehensive General Liability - The CONTRACTOR shall purchase and maintain Commercial General Liability coverage on forms no more restrictive than the latest editions of the Commercial General Liability policies of the Insurance Services Office (ISO). The Commercial General Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for bodily and personal injury and property

damage liability for premises, operations, products and completed operations*, independent Contractors, Contractual liability covering the agreement, Contract or lease, broad form property damage coverage, and property damage resulting from explosion, collapse or underground exposures (x, c, u).

- i. For remodeling and construction projects, the CONTRACTOR shall purchase and maintain products and completed operations coverage for a minimum of three (3) years beyond the CITY's acceptance of the project.
- d. Business Automobile Liability - The CONTRACTOR shall purchase and maintain Business Automobile Liability coverage on forms no more restrictive than the latest editions of the Business Automobile Liability policies of the Insurance Services Office (ISO). The Business Automobile Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for claims for bodily injury and property damage arising from the use of motor vehicles, including on-site and off-site operations, and owned, non-owned and hired vehicles, and employee non-ownership use.
- e. Workers' Compensation - The CONTRACTOR shall purchase and maintain Workers' Compensation insurance for all workers' compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee with \$500,000 policy limit for disease.

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

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

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

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

16. **No Waiver of Sovereign Immunity.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

17. **Severability of Illegal Provisions.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

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

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

20. **Public Records Retention.** CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services being provided by CONTRACTOR herein. CONTRACTOR shall provide the public with access to public records on the same terms and conditions that the CITY would provide the

records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. CONTRACTOR shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY by CONTRACTOR in a format that is compatible with the information technology systems of the CITY.

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

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

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

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

Any goods and/or services purchased as a result of this solicitation and/or Agreement may be tested and/or inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the CITY reserves the right to terminate the solicitation or initiate corrective action on the part of the

CONTRACTOR, to include return of any non-compliant goods to the CONTRACTOR at the CONTRACTOR's expense, requiring the CONTRACTOR to either provide a direct replacement for the item, or a full credit for the returned item. The CONTRACTOR shall not assess any additional charge(s) for any conforming action taken by the CITY under this clause. The CITY will not be responsible to pay for any product or service that does not conform to the contract specifications.

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

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

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

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

26. **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.

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

28. **Notices.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or

when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail.

If to CONTRACTOR: DB Civil Construction, LLC
Connie Baylor
4475 US-1 South, Suite 707
St. Augustine, Florida 32086
386-256-7460
estimating@dbcivilconstruction.com

If to City of Leesburg: Robert W. Hicks
Purchasing Manager
501 West Meadow Street
Leesburg, Florida 34748
352-728-9880
Robert.Hicks@leesburgflorida.gov

29. **Governing Law.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

30. **Jurisdiction and Venue.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Lake County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Lake County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court or the right to bring an action or proceeding in any other court. Service of any court paper may be affected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

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

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

33. **Warranty.** The CONTRACTOR agrees that, unless expressly stated otherwise in the bid or proposal, the product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the CONTRACTOR

gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the CITY by any other provision of this solicitation.

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

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

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

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

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

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

37. **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. .

38. **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.

DB Civil Construction, LLC

By: Connie Baylor

Printed: Connie Baylor

Its: Manager
(Title)

CITY OF LEESBURG, FLORIDA

James A. Burry Jr., Mayor

ATTEST:

J. Andi Purvis, City Clerk

Approved as to form:

William Watson, City Attorney

Exhibit 'A'
SCHEDULE OF CONTRACT ITEMS

IFB NO. 250301 - Mispah Parking Lot Replacement - Rebid					
Item	Description	Estimated Quantity	Unit of Measure	Unit Cost	Extended Cost
SIMMONS APARTMENTS					
1	DEMOLITION OF EXISTING CONCRETE	1	LS	\$ 15,000.00	\$ 15,000.00
2	SUBGRADE FOR NEW BASE / PAVING	675	SY	\$ 14.00	\$ 9,450.00
3	6" LIMEROCK BASE GRADED AND COMPACTED	675	SY	\$ 28.00	\$ 18,900.00
4	1 1/2" SP-9.5 ASPHALT	675	SY	\$ 25.00	\$ 16,875.00
5	CONCRETE CURB	140	LF	\$ 40.00	\$ 5,600.00
6	STRIPING AND BUMPERS	1	LS	\$ 6,000.00	\$ 6,000.00
7	MOBILIZATION/SUPERVISION	1	LS	\$ 7,000.00	\$ 7,000.00
TOTAL - SIMMONS APARTMENTS					\$ 78,825.00
MISPAH APARTMENTS					
1	DEMOLITION OF EXISTING CONCRETE	1	LS	\$ 12,950.00	\$ 12,950.00
2	SUBGRADE FOR NEW BASE / PAVING	600	SY	\$ 14.00	\$ 8,400.00
3	6" LIMEROCK BASE GRADED AND COMPACTED	600	SY	\$ 28.00	\$ 16,800.00
4	1 1/2" SP-9.5 ASPHALT	600	SY	\$ 25.00	\$ 15,000.00
6	STRIPING AND BUMPERS	1	LS	\$ 5,000.00	\$ 5,000.00
7	MOBILIZATION/SUPERVISION	1	LS	\$ 6,000.00	\$ 6,000.00
TOTAL - MISPAH APARTMENTS					\$ 64,150.00
TOTAL BASE BID AMOUNT					\$ 142,975.00
ADDITIVE OPTION- MISPAH APARTMENT					
1	REMOVE GRASS	445	SY	\$ 12.00	\$ 5,340.00
2	SUBGRADE FOR NEW BASE / PAVING	445	SY	\$ 14.00	\$ 6,230.00
3	6" LIMEROCK BASE GRADED AND COMPACTED	445	SY	\$ 28.00	\$ 12,460.00
4	1 1/2" SP-9.5 ASPHALT	445	SY	\$ 25.00	\$ 11,125.00
6	STRIPING AND BUMPERS	12	EACH	\$ 220.00	\$ 2,640.00
7	MOBILIZATION/SUPERVISION	1	LS	\$ 3,500.00	\$ 3,500.00
ADDITIVE OPTION TOTAL					\$ 41,295.00

Exhibit 'B'
SUPPLEMENTAL CONDITIONS – CONSTRUCTION

1. DEFINITIONS

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

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

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

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

2. INSPECTION OF WORK

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

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

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

3. TESTS

The Project Representative will have the right to require all materials to be submitted to test prior to incorporation in the work. In some instances, it may be expedient to make these tests at the source of supply and for this reason it is requested that the CONTRACTOR furnish the source before incorporating material in the work. This does not in any way obligate the Project Representative to perform tests for acceptance of material and does not relieve the CONTRACTOR of his responsibility to furnish satisfactory material. The CONTRACTOR shall furnish two copies of manufacturer's certificate of compliance with these specifications covering manufactured items incorporated in the work.

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

4. TOOLS, PLANT AND EQUIPMENT

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

5. COLLECTION AND DISPOSAL OF WASTE

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

6. BURNING OF DEBRIS

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

7. TEMPORARY TRAFFIC CONTROL (TTC)

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

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

8. PROTECTION AGAINST POLLUTION

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

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

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

9. TEMPORARY FENCING AND BARRICADES

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

10. WORKMANSHIP, MATERIALS, APPLIANCES, AND EMPLOYEES

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

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

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

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

11. GENERAL QUALITY AND STANDARDS

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

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

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

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

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

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

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

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

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

12. PROJECT COORDINATION

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

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

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

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

13. COORDINATION WITH UTILITY COMPANIES

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

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

14. SUPERVISION

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

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

15. CONSTRUCTION SUPERINTENDENT

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

16. WAGE RATES/EQUAL EMPLOYMENT OPPORTUNITY

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

17. SUBCONTRACTS

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

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

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

18. PRE-CONSTRUCTION MEETING

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

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

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

19. ORDER OF COMPLETION

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

20. MATERIALS AND EQUIPMENT SCHEDULES

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

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

21. CONTRACTOR'S REQUESTS FOR INTERPRETATION (RFIs)

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

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

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

- e. Disputed Requirements: In the event the CONTRACTOR believes that a clarification by the CITY's A/E, or Representative, results in additional cost or time, CONTRACTOR shall comply with the method for requesting a Change Order.
- f. RFI Log: CONTRACTOR shall prepare and maintain a log of RFIs, and at any time requested by the CITY's Representative, the CONTRACTOR shall furnish copies of the log showing all outstanding RFIs.
- g. Review Time: Architect/Engineer or CITY Representative (CITY) shall return RFIs to CONTRACTOR and within five (5) calendar days of receipt. RFIs received after 12:00 noon shall be considered received on the next regular working day for the purpose of establishing the start of the five-calendar day response period.

22. SUBMITTAL REQUIREMENTS OF CONTRACTOR

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

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

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

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

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

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

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

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

23. CHANGES IN THE WORK

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

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

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

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

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

24. DETAIL DRAWINGS AND INSTRUCTIONS

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

25. OWNERSHIP OF DRAWINGS

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

26. SURVEYS, PERMITS AND REGULATIONS

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

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

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

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

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

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

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

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

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

27. ROYALTIES AND PATENTS

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

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

28. PROTECTION OF WORK AND PROPERTY

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

29. DEDUCTIONS FOR UNCORRECTED WORK

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

30. DELAYS AND EXTENSION OF TIME

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

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

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

31. CORRECTION OF WORK BEFORE FINAL PAYMENTS

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

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

32. THE CITY'S RIGHT TO DO WORK

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

33. SUSPENSION OF WORK

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

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

34. REMOVAL OF EQUIPMENT

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

35. USE OF COMPLETED PORTIONS

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

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

36. PROMPT PAYMENT

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

37. APPLICATION FOR PAYMENT

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

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

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

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

38. PAYMENTS WITHHELD

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

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

- f. Failure to maintain adequate progress. vii. Damage to the building resulting from the negligence of the CONTRACTOR.

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

39. FINAL PAYMENT APPLICATION

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

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

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

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

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

refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. Thirty days after presentation to CITY of the Application and accompanying documentation, in appropriate form and substance, and with Engineer's recommendation and notice of acceptability, the amount recommended by Engineer will become due and will be paid by CITY to CONTRACTOR.

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

40. CONTRACTOR'S CONTINUING OBLIGATION

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

41. DAMAGES

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

42. EQUIPMENT STARTUP

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

43. COMPLETION OF WORK

The CONTRACTOR shall be considered "substantially complete" when the equipment and systems have been used without failure for seven (7) continuous days, and in the opinion of the CITY, it's Project Representative or Engineer of Record, all work has been completed in general

accordance with the plans and specifications and all test reports, inspections, etc. have been completed and delivered to the Engineer. Substantial completion shall also mean that degree of completion which allows the CITY to occupy and use the facilities. When the Engineer deems the work to be "substantially complete" he shall indicate this to the CITY in writing with copies to the CONTRACTOR. The date of contract completion shall be the same date at which the CONTRACTOR is considered substantially complete by the Engineer.

44. ACCEPTANCE OF FINISHED WORK

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

45. FINAL CLEAN UP

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

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

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

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

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

46. TREES

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

47. GUARANTY

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

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

48. INDEMNITY

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

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

49. ASSIGNMENT

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

50. RIGHTS OF VARIOUS INTERESTS

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

51. SEPARATE CONTRACTS

The CITY reserves the right to let other contracts in connection with this work. The CONTRACTOR shall afford other CONTRACTORs reasonable opportunity for the introduction

and storage of their materials and the execution of their work, and shall properly conduct and coordinate his work with theirs.

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

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

52. LANDS FOR WORK

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

53. ACCESS TO RECORDS

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

54. EXECUTION, CORRELATION AND INTENT OF DOCUMENTS

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

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

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

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

55. CONTRACTOR'S UNDERSTANDING

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

56. FAMILIARITY WITH LAWS

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

57. SALES TAX

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

58. CLARIFICATIONS AND INTERPRETATIONS OF CONTRACT DOCUMENTS

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

Engineer will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as Engineer

may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or an extension of the Contract Time then CONTRACTOR shall notify CITY in accordance with the Agreement.

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

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

59. LIMITATIONS ON ENGINEER'S RESPONSIBILITIES

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

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

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

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

60. SAFETY AND PRECAUTION

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

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

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

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

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

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

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

61. RECORD DOCUMENTS

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

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

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

62. PHYSICAL CONDITIONS-UNDERGROUND FACILITIES

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

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

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

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

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

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

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

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

63. PHYSICAL CONDITIONS

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

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

64. REVIEW OF APPLICATION FOR PROGRESS PAYMENT

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

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

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

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

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

CITY may refuse to make payment of the full amount recommended by Engineer because claims have been made against CITY on account of CONTRACTOR's performance or furnishing of the

Work or Liens have been filed in connection with the Work or there are other items entitling CITY to a set-off against the amount recommended, but CITY must give CONTRACTOR immediate written notice (with a copy to Engineer) stating the reasons for such action.

65. SUBSTANTIAL COMPLETION

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

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

66. INSPECTIONS, CORRECTION, REMOVAL OF DEFECTIVE WORK

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

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

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

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

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

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

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

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

If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, CITY may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this

right of CITY to stop the Work shall not give rise to any duty on the part of CITY to exercise this right for the benefit of CONTRACTOR or any other party.

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

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

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

If CONTRACTOR fails within a reasonable time after written notice of Engineer to proceed to correct and to correct defective Work or to remove and replace rejected Work as required by Engineer, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, CITY may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph CITY shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, CITY may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which CITY has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow CITY, CITY's representatives, agents and employees such access to the site as may be necessary to enable CITY to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of CITY in exercising such rights and remedies will be charged against CONTRACTOR in an amount approved as to reasonableness by Engineer, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and CITY shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, CITY may make a claim. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's defective Work. CONTRACTOR shall not be allowed an extension of the

Contract Time because of any delay in performance of the Work attributable to the exercise by CITY of CITY's rights and remedies hereunder.

68. ARBITRATION

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

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

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

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

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

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

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

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

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

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

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

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

[End of Supplemental Conditions.]

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.6.

Meeting Date: November 12, 2024

From: Hosea Goodwyn, Senior Buyer

Subject: Purchase request for the purchase of one (1) John Deere Compact Track Loader from Everglades Equipment Group for the City of Leesburg Public Works Department in the total amount of \$65,000.00. Everglades Equipment Group is the contract holder for the central Florida region under the Florida Sheriff Association contract # FSA23-EQU21.0, Heavy Equipment.

Staff Recommendation:

Staff recommends approval of the purchase request to Everglades Equipment Group for the purchase of one (1) John Deere Compact Track Loader from Everglades Equipment Group in the total amount of \$65,000.00.

Analysis:

Procurement Analysis:

The City is utilizing an existing Agreement (Piggyback) with the Florida Sherriff Association, Contract number FSA23-EQU21.0, to purchase the following Compact Tract Loader. Staff obtained a proposal from Everglades Equipment Group in accordance with the Florida Sherriff Association contract # FSA23-EQU21.0, Heavy Equipment.

Options:

1. Approve the purchase request to Everglades Equipment Group in the total amount of \$65,000.00; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The replacement of Public Works 2006 F350 Truck #9078 was included in the current Fleet replacement budget. Public Works analyzed the use of the truck and realized they could use the funds more efficiently by purchasing a new skid steer to replace an old unrepairable unit that is not on the replacement list. The original truck #9078 will remain in service.

Account No. 510-5199-519-6413
Project No. FLEET
WF No. WF1593574/1

Requisition	57008
Budget	\$75,000.00
Available	\$75,000.00






Florida Sheriffs Contract Quote




Invoice to:	City of Leesburg	Ship to:	City of Leesburg
Address:	550 S 14th St	Address:	550 S 14th St
City, State, Zip:	Leesburg, FL 34748	City, State, Zip:	Leesburg, FL 34748
Contact Name:	Jacob Kent	Contact Name:	Jacob Kent
Phone:	352-728-9800	Phone:	352-728-9800

Contact : Michael Crowe (407) 607-7158

Date:
(Price valid for 30 days)
spec options per contract

[illegible]

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.1.

Meeting Date: November 12, 2024

From: Corey Goepfert, (Gas Director)

Subject: 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 Homes in Partnership, Inc., regarding natural gas service to the development known as Christian Preserve; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Resolution authorizing the Mayor and City Clerk to execute a gas service agreement between the City of Leesburg and Homes in Partnership, Inc.

Analysis:

The City of Leesburg is agreeing to provide natural gas service to Homes in Partnership, Inc., for the development known as Christian Preserve, located east of County Road 468 and north of Jones Drive. Pursuant to the terms of the Gas Service Agreement, owner will utilize natural gas in at least 80% of 22 units. The estimated cost for infrastructure, which will be fully funded by the developer is \$94,848.66.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

Developer will place construction funds totaling \$94,848.66 in an escrow account sufficient to fully fund the project. Once payment is received a budget adjustment will be processed to add these funds to the current budget.

Account No. 042-0000-223-3100
WF No. WF1602427- Mains
WF1602436- Services

RESOLUTION NO. _____

**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
HOMES IN PARTNERSHIP, INC., REGARDING NATURAL GAS SERVICE
TO THE DEVELOPMENT KNOWN AS CHRISTIAN PRESERVE; 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 and directed to execute a Gas Service Agreement between the City of Leesburg and Homes in Partnership, Inc., regarding providing natural gas service to the development known as Christian Preserve.

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 12th day of November 2024.

Mayor

ATTEST:

City Clerk

GAS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 21st day of October, 2024 by and between the City of Leesburg, Florida, a municipal corporation organized under the laws of the State of Florida, located at 501 W. Meadow Street, Leesburg, Florida, 34748, (hereinafter referred to as "City"), and Homes In Partnership, Inc. 1140 South Grove Street Eustis Florida, 32726 (hereinafter jointly referred to as "Developer"), sometimes collectively referred to as "Party" or "Parties".

WITNESSETH:

WHEREAS, Developer of a Subsequent Developer/Owner (hereinafter referred to as "Subsequent Developer/Owner") is the intended owner of the following real property located in Leesburg, Lake County, Florida (the "Property"):

See Schedule "A" attached hereto

Parcel Identification Number(s): 21-19-24-0002-000-24300

WHEREAS, development of the Property has been authorized in accordance with the master plan on file with the City for "Christian Preserve" (the "Development");

WHEREAS, Section 22-7 of the Code of Ordinances of the City of Leesburg, Florida, requires that Developer or Subsequent Developer/Owner utilize natural gas in connection with development of the Property; and

WHEREAS, the City has agreed to provide natural gas service to the Property under the terms and conditions set forth below.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, City and Developer or Subsequent Developer/Owner do agree that the foregoing recitals are true and correct and are incorporated into this Agreement hereby, and otherwise agree as follows:

1. The City shall, subject to the provisions of this Agreement, supply natural gas service which shall include main, service and meter installations, to the Property. Developer or Subsequent Developer/Owner shall be responsible for installing and connecting all natural gas appliances to the outlet

of City gas meters. A map of the Development is attached hereto as Exhibit "B" and by reference is made a part hereof. City shall provide such natural gas service from the supply line, including the gas meter.

2. Developer or Subsequent Developer/Owner shall ensure that not less than eighty percent (80%) of the planned (22) units within the Development are equipped with:

- A. A natural gas water heater, and a natural gas furnace or Hydro-heat; or
- B. A natural gas water heater, natural gas stove, and natural gas dryer.

3. The Parties understand that the City is relying upon the assurances from Developer or Subsequent Developer/Owner as the primary consideration for the execution of this Agreement.

4. The Developer or Subsequent Developer/Owner is obligated to pay the full cost of the infrastructure required to serve the Property and the cost of the services, meters, appurtenances and installation, which will be performed by the City. The estimated costs of the infrastructure to be funded by Developer or Subsequent Developer/Owner as set forth below, is Ninety Four Thousand Eight Hundred and Forty Eight dollars and Sixty Six cents (\$94,848.66). Fifteen (15) days prior to construction, Developer or Subsequent Developer/Owner shall place in escrow with the City, funds equal to that estimate to be used to pay for the construction as it proceeds. Notwithstanding inclusion of this estimate herein, Developer or Subsequent Developer/Owner shall be obligated to pay the full cost of the infrastructure required to serve the Development and Property.

5. The City will contract for, or at its option, have done by in house personnel, the actual installation of the infrastructure. The City will follow all legal requirements for bidding and award of the contract. If at any time the City reasonably anticipates that the cost of construction will exceed the original estimate, it shall notify Developer or Subsequent Developer/Owner in writing as soon as practicable. In turn, Developer or Subsequent Developer/Owner shall within 15 days of such notice, place into the escrow account an amount sufficient to cover the increased costs of the construction. If Developer or Subsequent Developer/Owner fails to place the additional funds into the escrow account, the City at its option may halt construction of the infrastructure until Developer or Subsequent Developer/Owner deposits the additional

funds, together with any other costs incurred as a result of the cessation of construction, into the escrow account.

6. The City shall both own and maintain the natural gas system on the Property up to and including the natural gas meter. The natural gas system from the outlet of the gas meter to the appliance utilizing the natural gas shall be maintained by the ultimate residential lot Owner and or the ultimate residential lot Owner's heirs, successors, or assigns. Notwithstanding anything to the contrary contained herein, to the extent the natural gas system owned and maintained by the City or any part thereof is damaged as a result of the acts, conduct, or failure to act of the ultimate residential lot Owner and/or the ultimate residential lot Owner's agents, employees, representatives, members, managers, shareholders, officers, directors, tenants, contractors, laborers, or material suppliers, or in the event of any deviation from standard service to any existing or proposed natural gas infrastructure occurs, then the ultimate residential lot Owner shall be responsible for paying for all costs, charges, and expenses whatsoever associated with any repairs, reconstruction, and replacements to the natural gas system, including but not limited to, all costs of gas loss resulting from the damage.

7. The Developer or Subsequent Developer/Owner shall grant to the City all easements needed to install, operate, maintain, repair, and replace the natural gas pipelines on the Property, including minimum five foot (5') side lot easements, and shall dedicate or otherwise convey those easements to the perpetual use of the City and its successors in interest for the purpose of laying, installing, operating, maintaining, repairing and replacing the natural gas pipelines. In addition, the Developer or Subsequent Developer/Owner shall provide a location and easement, agreed to by the City for the purpose of installation, maintenance, repair, and replacement of any necessary regulator stations and all associated equipment on the Property.

8. The Developer or Subsequent Developer/Owner shall locate natural gas service meters on the side of each building in a manner to allow for two buildings to be serviced by one service line wherever possible. The City may require that these services be located on the same side of the building as the electric or water service.

9. The City shall bear responsibility for installing all gas piping and other gas infrastructure, up to and including the meters, necessary to supply the natural gas service reflected in this Agreement. Developer or Subsequent Developer/Owner and City will share trench space, which will be dug by the Developer or Subsequent Developer/Owner's water and or electric utility contractor at no charge to the City. Each unit within the Development will be individually metered.

10. The City shall provide, when requested, individual residential unit hookups to the natural gas system within the Development. The City shall ensure that such service is provided at the same rates and on the same terms as those provided to other natural gas customers of the City within a comparable service area. The Parties understand that any and all hookup fees, meter charges and impact fees shall be paid by the residential customers at the time service is hooked up to the home.

11. Developer or Subsequent Developer/Owner agrees to pay any and all costs that City incurs in the collection of any unpaid reimbursement fees from Developer or Subsequent Developer/Owner, including reasonable attorney's fees and court costs and any attorney fees and costs for appellate proceedings, efforts to collect any judgment entered in favor of the City, and in any proceedings in receivership, bankruptcy or insolvency.

12. If the Developer or Subsequent Developer/Owner fails to pay the funds required under this Agreement or otherwise defaults under the terms of this agreement, the City is not obligated to install the natural gas infrastructure in the development, may discontinue installation and may terminate this Agreement. In addition, the City may suspend issuance of any and all permits for construction on the Property or within the Development until such time as Developer or Subsequent Developer/Owner has paid the amount due and the natural gas service Agreement has been reinstated.

13. The Parties agree that 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. The parties agree that in the event of any litigation arising out of or otherwise related to this Agreement, venue shall lie only in a state court of competent jurisdiction in Lake County, Florida.

14. The Parties understand and agree that this Agreement sets forth the entire understanding between the parties and supersedes and takes precedence over any and all prior negotiations, representations and agreements, oral or written, all of which are deemed to have merged into this Agreement and to have been extinguished thereby, except to the extent they are specifically set forth herein. Each party warrants, for the benefit and reliance of the other, that it has not entered into this Agreement in reliance on or on the basis of any promise, undertaking, representation or agreement of the other party, except as specifically set forth within the four corners of this instrument, and the parties mutually waive and disclaim any and all rights, remedies and causes of action which may otherwise exist, based wholly or partly on any such promise, undertaking, representation or agreement of the other party, except as specifically set forth within the four corners of this instrument.

15. This Agreement may be assigned to any successor of the Developer, but only with prior, written consent from the City. However, this Agreement may not be partially assigned, or assigned separately from title to all remaining lots not yet transferred to third parties intending to use the lot for personal residential purposes.

16. The Parties understand and agree that this Agreement may not be amended orally, by implication, by course of conduct, or in any manner other than by way of a written instrument approved by the Leesburg City Commission and duly executed by both parties hereto.

17. This Agreement is binding on and shall inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date herein above written.

CITY OF LEESBURG

BY: _____
James A. Burry, Jr. Mayor

ATTEST:

City Clerk

Approved as to form and content:

City Attorney

BY: Gloria Nelson

Authorized Representative of Developer

Print Name: Gloria Nelson

Title: Executive Director

Schedule "A"

LEGAL DESCRIPTION BY DEED:

THAT PART OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ AND THE NORTHWEST ¼, OF THE SOUTHWEST ¼ OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGIN AT THE QUARTER SECTION CORNER ON THE WEST BOUNDARY OF THE SAID SECTION 21, RUN THENCE EAST TO THE SOUTHEAST CORNER OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 21, THENCE NORTH 198 FEET, THENCE EAST TO THE EAST BOUNDARY OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 21, THENCE SOUTH TO THE NORTHERLY LINE OF THE RIGHT OF WAY OF THE SEABOARD COAST LINE RAILROAD, THENCE SOUTH 78 DEGREES 20' WEST TO THE WEST BOUNDARY OF SAID SECTION 21, THENCE NORTH TO THE POINT OF BEGINNING, LESS THE RIGHT OF WAY OF STATE ROAD NO. 468,

ALSO LESS:

BEGIN AT THE INTERSECTION OF THE NORTHERLY LINE OF THE RIGHT OF WAY OF THE SEABOARD COAST LINE RAILROAD WITH THE WEST LINE OF SAID SECTION 21, AND RUN EASTERLY ALONG THE NORTHERLY LINE OF SAID RIGHT OF WAY TO A POINT THAT IS 105 FEET EAST OF THE WEST LINE OF SAID SECTION 21, WHEN MEASURED AT RIGHT ANGLES THERETO, THENCE NORTH 420 FEET, THENCE WEST 105 FEET TO THE WEST LINE OF SAID SECTION 21, THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION 21 TO THE POINT OF BEGINNING.

ALSO LESS:

THAT PART OF THE EAST 100 FEET OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, LYING NORTH OF THE RIGHT OF WAY OF THE SEABOARD COASTLINE RAILROAD,

ALSO LESS:

BEGINNING AT A POINT LOCATED 745 FEET SOUTH 73 DEGREES 6' WEST OF A POINT WHICH IS 10 FEET SOUTH OF THE SOUTHEAST CORNER OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, THENCE SOUTH 290 FEET TO THE NORTHERLY LINE OF THE RIGHT OF WAY OF THE SEABOARD COAST LINE RAILROAD, THENCE WESTERLY ALONG THE NORTHERLY LINE OF THE RIGHT OF WAY OF SAID RAILROAD 116 FEET, THENCE NORTH 285 FEET, THENCE IN A NORTHEASTERLY DIRECTION ALONG A STRAIGHT LINE TO THE POINT OF BEGINNING.

ALSO LESS:

BEGIN 198 FEET NORTH OF THE SOUTHEAST CORNER OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, RUN THENCE WEST 445 FEET, THENCE SOUTH 146 FEET 2 INCHES, THENCE IN A NORTHEASTERLY DIRECTION ALONG A STRAIGHT LINE TO A POINT THAT IS 91 FEET 6 INCHES SOUTH OF THE POINT OF BEGINNING, THENCE NORTH TO THE POINT OF BEGINNING.

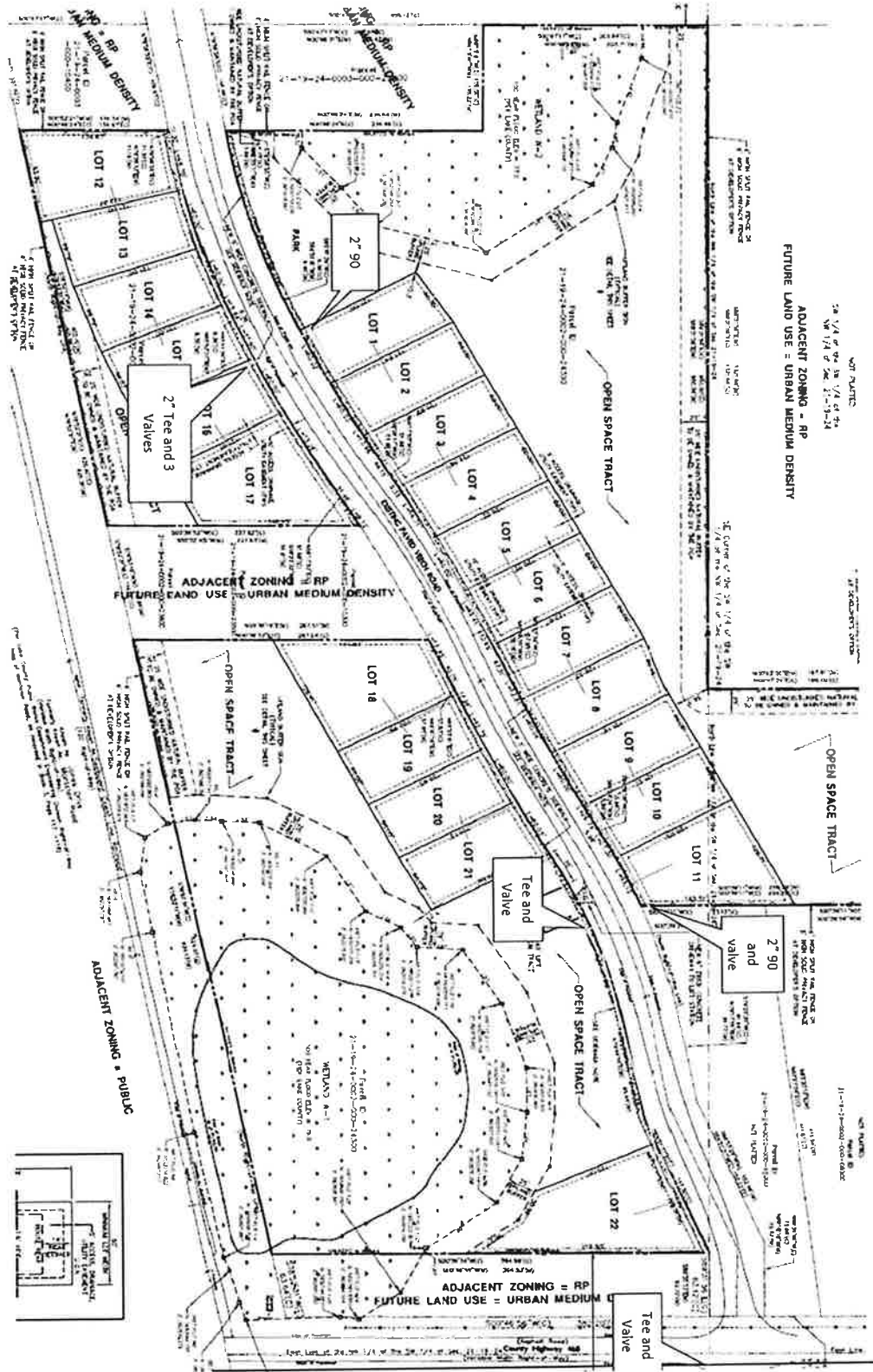
LESS AND EXCEPT

BEGIN AT THE WEST QUARTER SECTION CORNER OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, THENCE RUN EAST 660 FEET, THENCE NORTH 198 FEET, THENCE EAST 215 FEET, THENCE SOUTH 146.17 FEET, THENCE EASTERLY TO A POINT 106.5 FEET NORTH OF THE SOUTHEAST CORNER OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼, THENCE SOUTH 106.5 FEET, THENCE WEST 100 FEET, THENCE SOUTH TO THE NORTH BOUNDARY OF THE S. A. L. RAILROAD RIGHT OF WAY, THENCE SOUTH ALONG SAID RAILROAD RIGHT-OF-WAY 78 DEGREES 20' WEST TO A POINT 105 FEET EAST OF THE WEST LINE OF THE SAID SECTION, THENCE NORTH 420 FEET, THENCE WEST 105 FEET, THENCE NORTH TO THE POINT OF BEGINNING—LESS BEGIN 10 FEET SOUTH AND SOUTH 73 DEGREES 6' WEST 745 FEET FROM THE NORTHEAST CORNER OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼, RUN SOUTH 290 FEET TO THE S. A. L. RAILROAD RIGHT OF WAY, THENCE WESTERLY ALONG SAID RAILROAD RIGHT OF WAY 116 FEET, THENCE NORTH 285 FEET, THENCE NORTHEASTERLY 116 FEET TO THE POINT OF BEGINNING AND LESS HIGHWAY 468,

LYING WITHIN THE FOLLOWING DESCRIBED CENTERLINE A DISTANCE OF 25 FEET EACH SIDE (50 FEET TOTAL WIDTH):

COMMENCE AT THE EAST ¼ CORNER OF SECTION 20, TOWNSHIP 19, RANGE 24, THENCE RUN SOUTH 00 DEGREES 20' 42" WEST FOR 483.58 FEET ALONG SAID SECTION LINE TO A POINT OF BEGINNING, RUN NORTH 79 DEGREES 32' 20" EAST FOR 113.64 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 715 FEET, RUN ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 14 DEGREES 17' 16" A DISTANCE OF 178.30 FEET TO END OF SAID CURVE, RUN NORTH 65 DEGREES 15' 04" EAST FOR 6.36 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 1300 FEET, RUN ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 7 DEGREES 23' 43" A DISTANCE OF 167.83 FEET TO END OF SAID CURVE, RUN NORTH 57 DEGREES 51' 15" EAST FOR 51.48 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 1300 FEET, RUN ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 7 DEGREES 05' 51" A DISTANCE OF 161.04 FEET TO END OF SAID CURVE, RUN NORTH 64 DEGREES 57' 06" EAST FOR 57.39 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 1700 FEET, RUN ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 5 DEGREES 27' 33" A DISTANCE OF 161.98 FEET TO END OF SAID CURVE, RUN NORTH 53 DEGREES 29' 33" EAST FOR 5.98 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 564.78 FEET, RUN ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 19 DEGREES 29' 27" A DISTANCE OF 131.95 FEET TO END OF SAID CURVE, RUN NORTH 78 DEGREES 59' 00" EAST FOR 84.69, THENCE RUN NORTH 66 DEGREES 25' 02" EAST FOR 149.76 FEET, THENCE RUN SOUTH 89 DEGREES 58' 40" EAST FOR 68.03 FEET, RETURN TO POINT OF BEGINNING, RUN SOUTH 79 DEGREES 32' 20" WEST FOR 31.70 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 514.38 FEET, RUN ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 25 DEGREES 36' 52" A DISTANCE OF 230.22 FEET TO END OF SAID CURVE, RUN SOUTH 53 DEGREES 55' 28" WEST FOR 90.16 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 322.68 FEET, RUN ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 41 DEGREES 34' 47" A DISTANCE OF 234.17 FEET TO END OF SAID CURVE, RUN TO A CURVE TO THE LEFT HAVING A RADIUS OF 424.50 FEET, RUN ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 34 DEGREES 13' 28" A DISTANCE OF 253.57 FEET TO END OF SAID CURVE, RUN SOUTH 61 DEGREES 16' 47" WEST FOR 246.98 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 424.50 FEET, RUN ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 17 DEGREES 07' 58" A DISTANCE OF 126.34 FEET TO END OF SAID CURVE, RUN SOUTH 78 DEGREES 24' 45" WEST FOR 75 FEET,

Exhibit "B"



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.2.

Meeting Date: November 12, 2024

From: Corey Goepfert, (Gas Director)

Subject: 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 Meritage Homes of Florida, Inc., regarding natural gas service to the development known as Manor Oaks; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Resolution authorizing the Mayor and City Clerk to execute a gas service agreement between the City of Leesburg and Meritage Homes of Florida, Inc.

Analysis:

The City of Leesburg is agreeing to provide natural gas service to Meritage Homes of Florida, Inc., for the development known as Manor Oaks, located east of County Road 33 and north of Manor Oaks Court. Pursuant to the terms of the Gas Service Agreement, owner will utilize natural gas in at least 80% of 104 units. The estimated cost for infrastructure, which will be fully funded by the developer is \$332,848.94.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

Developer will place construction funds totaling \$332,848.94 in an escrow account sufficient to fully fund the project. Once funds are received a budget adjustment will be processed to add funds to the current budget.

Account No. 042-0000-223-3100
WF No. WF1603611- Mains
WF1603612- Services

RESOLUTION NO. _____

**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
MERITAGE HOMES OF FLORIDA, INC., REGARDING NATURAL GAS
SERVICE TO THE DEVELOPMENT KNOWN AS MANOR OAKS; 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 and directed to execute a Gas Service Agreement between the City of Leesburg and Meritage Homes of Florida, Inc., regarding providing natural gas service to the development known as Manor Oaks.

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 12th day of November 2024.

Mayor

ATTEST:

City Clerk

GAS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2024 by and between the City of Leesburg, Florida, a municipal corporation organized under the laws of the State of Florida, located at 501 W. Meadow Street, Leesburg, Florida, 34748, (hereinafter referred to as “City”), and Meritage Homes of Florida, Inc. 5337 Millenia Blvd. Suite 410 Orlando, FL 32839 (hereinafter jointly referred to as “Owner”), sometimes collectively referred to as “Party” or “Parties”.

WITNESSETH:

WHEREAS, Owner is the current owner of the following real property located in Leesburg, Lake County, Florida (the “Property”):

See Schedule “A” attached hereto

Parcel Identification Number(s): 22-20-24-0004-000-03500, 23-20-24-0003-000-01500

WHEREAS, development of the Property has been authorized in accordance with the master plan on file with the City for “Manor Oaks” (the “Development”); and

WHEREAS, Section 22-7 of the Code of Ordinances of the City of Leesburg, Florida, requires that Owner utilize natural gas in connection with development of the Property; and

WHEREAS, the City has agreed to provide natural gas service to the Property under the terms and conditions set forth below.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, City and Owner do agree as follows:

1. The City shall, subject to the provisions of this Agreement, supply natural gas service which shall include main, service and meter installations, to the Property. Owner shall be responsible for installing and connecting all natural gas appliances to the outlet of City gas meters. A map of the Development is attached hereto as Exhibit “B” and by reference is made a part hereof. City shall provide such natural gas service from the supply line, including the gas meter.

2. Owner shall ensure that not less than eighty percent (80%) of the planned (104) units within the Development are equipped with:

- A. A natural gas water heater, and a natural gas furnace or Hydro-heat; or
- B. A natural gas water heater, and natural gas stove, and natural gas dryer.

3. The Parties understand that the City is relying upon the assurances from Owner as the primary consideration for the execution of this Agreement.

4. The Owner is obligated to pay the full cost of the infrastructure required to serve the Property and the cost of the services, meters, appurtenances and installation, which will be performed by the City. The Owner's estimated costs of the infrastructure to be funded by Owner as set forth below, is Three Hundred Thirty Two Thousand Eight Hundred and Forty Eight dollars and Ninety Four cents (332,848.94). Fifteen (15) days prior to construction, Owner shall place in escrow with the City, funds equal to that estimate to be used to pay for the construction as it proceeds. Notwithstanding inclusion of this estimate herein, Owner shall be obligated to pay the full cost of the infrastructure required to serve the Development and Property.

5. The City will contract for, or at its option, have done by in house personnel, the actual installation of the infrastructure. The City will follow all legal requirements for bidding and award of the contract. If at any time the City reasonably anticipates that the cost of construction will exceed the original estimate, it shall notify Owner in writing as soon as practicable. In turn, Owner shall within 15 days of such notice, place into the escrow account an amount sufficient to cover the increased costs of the construction. If Owner fails to place the additional funds into the escrow account, the City at its option may halt construction of the infrastructure until Owner deposits the additional funds, together with any other costs incurred as a result of the cessation of construction, into the escrow account.

6. The City shall both own and maintain the natural gas system on the Property up to and including the natural gas meter. The natural gas system from the outlet of the gas meter to the appliance utilizing the natural gas shall be maintained by the Owner and Owner's heirs, successors, or assigns. Notwithstanding anything to the contrary contained herein, to the extent the natural gas system owned and

maintained by the City or any part thereof is damaged as a result of the acts, conduct, or failure to act of Owner and/or Owner's agents, employees, representatives, members, managers, shareholders, officers, directors, tenants, contractors, laborers, or material suppliers, or in the event of any deviation from standard service to any existing or proposed natural gas infrastructure occurs, then Owner shall be responsible for paying for all costs, charges, and expenses whatsoever associated with any repairs, reconstruction, and replacements to the natural gas system, including but not limited to, all costs of gas loss resulting from the damage.

7. The Owner shall grant to the City all easements needed to install, operate, maintain, repair, and replace the natural gas pipelines on the Property, including minimum five foot (5') side lot easements, and shall dedicate or otherwise convey those easements to the perpetual use of the City and its successors in interest for the purpose of laying, installing, operating, maintaining, repairing and replacing the natural gas pipelines. In addition, the Owner shall provide a location and easement, agreed to by the City for the purpose of installation, maintenance, repair, and replacement of any necessary regulator stations and all associated equipment on the Property.

8. The Owner shall locate natural gas service meters on the side of each building in a manner to allow for two buildings to be serviced by one service line wherever possible. The City may require that these services be located on the same side of the building as the electric or water service.

9. The City shall bear responsibility for installing all gas piping and other gas infrastructure, up to and including the meters, necessary to supply the natural gas service reflected in this Agreement. Owner and City will share trench space, which will be dug by the Owner's water and or electric utility contractor at no charge to the City. Each unit within the Development will be individually metered.

10. The City shall provide, when requested, individual residential unit hookups to the natural gas system within the Development. The City shall ensure that such service is provided at the same rates and on the same terms as those provided to other natural gas customers of the City within a comparable

service area. The Parties understand that any and all hookup fees, meter charges and impact fees shall be paid by the residential customers at the time service is hooked up to the home.

11. Owner agrees to pay any and all costs that City incurs in the collection of any unpaid reimbursement fees from Owner, including reasonable attorney's fees and court costs and any attorney fees and costs for appellate proceedings, efforts to collect any judgment entered in favor of the City, and in any proceedings in receivership, bankruptcy or insolvency.

12. If the developer fails to pay the funds required under this Agreement or otherwise defaults under the terms of this agreement, the City is not obligated to install the natural gas infrastructure in the development, may discontinue installation and may terminate this Agreement. In addition, the City may suspend issuance of any and all permits for construction on the Property or within the Development until such time as Owner has paid the amount due and the natural gas service Agreement has been reinstated.

13. The Parties agree that 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. The parties agree that in the event of any litigation arising out of or otherwise related to this Agreement, venue shall lie only in a state court of competent jurisdiction in Lake County, Florida.

14. The Parties understand and agree that this Agreement sets forth the entire understanding between the parties and supersedes and takes precedence over any and all prior negotiations, representations and agreements, oral or written, all of which are deemed to have merged into this Agreement and to have been extinguished thereby, except to the extent they are specifically set forth herein. Each party warrants, for the benefit and reliance of the other, that it has not entered into this Agreement in reliance on or on the basis of any promise, undertaking, representation or agreement of the other party, except as specifically set forth within the four corners of this instrument, and the parties mutually waive and disclaim any and all rights, remedies and causes of action which may otherwise exist, based wholly or partly on any such

promise, undertaking, representation or agreement of the other party, except as specifically set forth within the four corners of this instrument.

15. This Agreement may be assigned to any successor of the Owner, but only with prior, written consent from the City. However, this Agreement may not be partially assigned, or assigned separately from title to all remaining lots not yet transferred to third parties intending to use the lot for personal residential purposes.

16. The Parties understand and agree that this Agreement may not be amended orally, by implication, by course of conduct, or in any manner other than by way of a written instrument approved by the Leesburg City Commission and duly executed by both parties hereto.

17. This Agreement is binding on and shall inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date herein above written.

CITY OF LEESBURG

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

ATTEST:

City Clerk

Approved as to form and content:

City Attorney

BY: Tatiana Souza
Authorized Representative of Developer

Print Name: Tatiana Souza

Title: Division Vice President

Schedule "A"

PARCEL ID

- 22-20-24-0004-000-03500
- 23-20-24-0003-000-01500

LEGAL DESCRIPTION

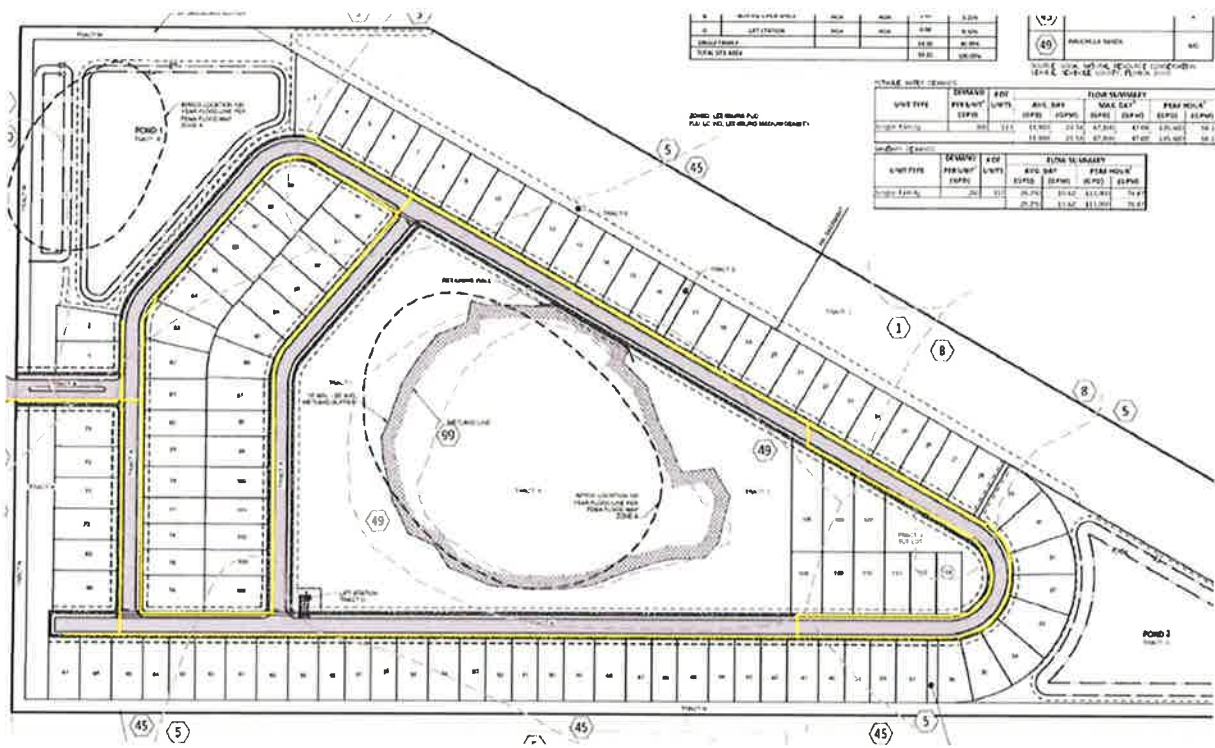
PARCEL 1

THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, LYING SOUTHWESTERLY OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA POWER CORPORATION TRANSMISSION LINE EASEMENT, LESS RIGHT-OF-WAY FOR STATE ROAD 33.

PARCEL 2

THAT PORTION OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, LYING SOUTHWESTERLY OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA POWER CORPORATION TRANSMISSION LINE EASEMENT.

Schedule “B”



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.3.

Meeting Date: November 12, 2024

From: Corey Goepfert, (Gas Director)

Subject: 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 Bellaviva at Whispering Hills, LLC, regarding natural gas service to the development known as Whispering Hills-Master Infrastructure; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Resolution authorizing the Mayor and City Clerk to execute a gas service agreement between the City of Leesburg and Meritage Homes of Florida Inc.

Analysis:

The City of Leesburg is agreeing to provide natural gas service to Bellaviva at Whispering Hills, LLC., for the development known as Whispering Hill – Master Infrastructure, located east of US Highway 27 and North of Dewey Robbins Road. Pursuant to the terms of the Gas Service Agreement, owner will utilize natural gas in at least 80% of 0 units (this phase is the Main Infrastructure only). The estimated cost for infrastructure, which will be fully funded by the developer is \$682,710.98.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

Developer will place construction funds totaling \$682,710.98 in an escrow account sufficient to fully fund the project. Once the funds are received a budget adjustment will be processed in the current year.

Account No. 042-0000-223-3100
WF No. WF1603726- Mains

RESOLUTION NO. _____

**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
BELLAVIVA AT WHISPERING HILLS, LLC, REGARDING NATURAL GAS
SERVICE TO THE DEVELOPMENT KNOWN AS WHISPERING HILLS-
MASTER INFRASTRUCTURE; 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 and directed to execute a Gas Service Agreement between the City of Leesburg and Bellaviva at Whispering Hills, LLC, regarding providing natural gas service to the development known as Whispering Hills-Master Infrastructure.

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 12th day of November 2024.

Mayor

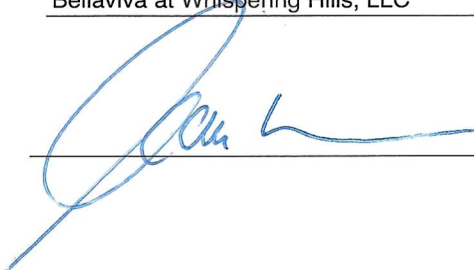
ATTEST:

City Clerk



AGENT AUTHORIZATION

Before me, the undersigned authority, personally appeared Jean Marsan
and has authorized Tract Engineering, LLC to act as its agent to represent them in
obtaining the necessary approvals from the Lake County School Board regarding School
Concurrency and any other similar items that may arise dealing with property owned by
Bellaviva at Whispering Hills, LLC in Lake County, Florida.



Affiant (Owner's Signature)

STATE OF Orange Florida

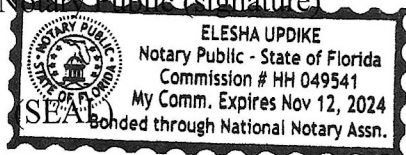
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 25th day of October, 2024

By Jean Marsan who is personally known to me or has
produced Known as identification and who did ☒ or did not ☐ take an oath.

Elesha Updike

Notary Public (signature)



My Commission expires: Nov 12, 2024

GAS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 25th day of October, 2024 by and between the City of Leesburg, Florida, a municipal corporation organized under the laws of the State of Florida, located at 501 W. Meadow Street, Leesburg, Florida, 34748, (hereinafter referred to as "City"), and Bellaviva at Whispering Hills, LLC located at 4407 Vineland Rd, Orlando Florida 32811 (hereinafter jointly referred to as "Developer"), sometimes collectively referred to as "Party" or "Parties".

WITNESSETH:

WHEREAS, Developer of a Subsequent Developer/Owner (hereinafter referred to as "Subsequent Developer/Owner") is the intended owner of the following real property located in Leesburg, Lake County, Florida (the "Property"):

See Schedule "A" attached hereto

Parcel Identification Number(s): See Schedule "A"

WHEREAS, development of the Property has been authorized in accordance with the master plan on file with the City for "Whispering Hills Master Infrastructure" (the "Development");

WHEREAS, Section 22-7 of the Code of Ordinances of the City of Leesburg, Florida, requires that Developer or Subsequent Developer/Owner utilize natural gas in connection with development of the Property; and

WHEREAS, the City has agreed to provide natural gas service to the Property under the terms and conditions set forth below.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, City and Developer or Subsequent Developer/Owner do agree that the foregoing recitals are true and correct and are incorporated into this Agreement hereby, and otherwise agree as follows:

1. The City shall, subject to the provisions of this Agreement, supply natural gas service which shall include main, service and meter installations, to the Property. Developer or Subsequent Developer/Owner shall be responsible for installing and connecting all natural gas appliances to the outlet

of City gas meters. A map of the Development is attached hereto as Exhibit "B" and by reference is made a part hereof. City shall provide such natural gas service from the supply line, including the gas meter.

2. Developer or Subsequent Developer/Owner shall ensure that not less than eighty percent (80%) of the planned (0) units within the Development are equipped with:

- A. A natural gas water heater, and a natural gas furnace or Hydro-heat; or
- B. A natural gas water heater, natural gas stove, and natural gas dryer.

3. The Parties understand that the City is relying upon the assurances from Developer or Subsequent Developer/Owner as the primary consideration for the execution of this Agreement.

4. The Developer or Subsequent Developer/Owner is obligated to pay the full cost of the infrastructure required to serve the Property and the cost of the services, meters, appurtenances and installation, which will be performed by the City. The estimated costs of the infrastructure to be funded by Developer or Subsequent Developer/Owner as set forth below, is Six Hundred Eighty Two Thousand Seven Hundred and Ten dollars and Ninety Eight cents (\$682,710.98). Fifteen (15) days prior to construction, Developer or Subsequent Developer/Owner shall place in escrow with the City, funds equal to that estimate to be used to pay for the construction as it proceeds. Notwithstanding inclusion of this estimate herein, Developer or Subsequent Developer/Owner shall be obligated to pay the full cost of the infrastructure required to serve the Development and Property.

5. The City will contract for, or at its option, have done by in house personnel, the actual installation of the infrastructure. The City will follow all legal requirements for bidding and award of the contract. If at any time the City reasonably anticipates that the cost of construction will exceed the original estimate, it shall notify Developer or Subsequent Developer/Owner in writing as soon as practicable. In turn, Developer or Subsequent Developer/Owner shall within 15 days of such notice, place into the escrow account an amount sufficient to cover the increased costs of the construction. If Developer or Subsequent Developer/Owner fails to place the additional funds into the escrow account, the City at its option may halt construction of the infrastructure until Developer or Subsequent Developer/Owner deposits the additional

funds, together with any other costs incurred as a result of the cessation of construction, into the escrow account.

6. The City shall both own and maintain the natural gas system on the Property up to and including the natural gas meter. The natural gas system from the outlet of the gas meter to the appliance utilizing the natural gas shall be maintained by the ultimate residential lot Owner and or the ultimate residential lot Owner's heirs, successors, or assigns. Notwithstanding anything to the contrary contained herein, to the extent the natural gas system owned and maintained by the City or any part thereof is damaged as a result of the acts, conduct, or failure to act of the ultimate residential lot Owner and/or the ultimate residential lot Owner's agents, employees, representatives, members, managers, shareholders, officers, directors, tenants, contractors, laborers, or material suppliers, or in the event of any deviation from standard service to any existing or proposed natural gas infrastructure occurs, then the ultimate residential lot Owner shall be responsible for paying for all costs, charges, and expenses whatsoever associated with any repairs, reconstruction, and replacements to the natural gas system, including but not limited to, all costs of gas loss resulting from the damage.

7. The Developer or Subsequent Developer/Owner shall grant to the City all easements needed to install, operate, maintain, repair, and replace the natural gas pipelines on the Property, including minimum five-foot (5') side lot easements, and shall dedicate or otherwise convey those easements to the perpetual use of the City and its successors in interest for the purpose of laying, installing, operating, maintaining, repairing and replacing the natural gas pipelines. In addition, the Developer or Subsequent Developer/Owner shall provide a location and easement, agreed to by the City for the purpose of installation, maintenance, repair, and replacement of any necessary regulator stations and all associated equipment on the Property.

8. The Developer or Subsequent Developer/Owner shall locate natural gas service meters on the side of each building in a manner to allow for two buildings to be serviced by one service line wherever possible. The City may require that these services be located on the same side of the building as the electric or water service.

9. The City shall bear responsibility for installing all gas piping and other gas infrastructure, up to and including the meters, necessary to supply the natural gas service reflected in this Agreement. Developer or Subsequent Developer/Owner and City will share trench space, which will be dug by the Developer or Subsequent Developer/Owner's water and or electric utility contractor at no charge to the City. Each unit within the Development will be individually metered.

10. The City shall provide, when requested, individual residential unit hookups to the natural gas system within the Development. The City shall ensure that such service is provided at the same rates and on the same terms as those provided to other natural gas customers of the City within a comparable service area. The Parties understand that any and all hookup fees, meter charges and impact fees shall be paid by the residential customers at the time service is hooked up to the home.

11. Developer or Subsequent Developer/Owner agrees to pay any and all costs that City incurs in the collection of any unpaid reimbursement fees from Developer or Subsequent Developer/Owner, including reasonable attorney's fees and court costs and any attorney fees and costs for appellate proceedings, efforts to collect any judgment entered in favor of the City, and in any proceedings in receivership, bankruptcy or insolvency.

12. If the Developer or Subsequent Developer/Owner fails to pay the funds required under this Agreement or otherwise defaults under the terms of this agreement, the City is not obligated to install the natural gas infrastructure in the development, may discontinue installation and may terminate this Agreement. In addition, the City may suspend issuance of any and all permits for construction on the Property or within the Development until such time as Developer or Subsequent Developer/Owner has paid the amount due and the natural gas service Agreement has been reinstated.

13. The Parties agree that 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. The parties agree that in the event of any litigation arising out of or otherwise related to this Agreement, venue shall lie only in a state court of competent jurisdiction in Lake County, Florida.

14. The Parties understand and agree that this Agreement sets forth the entire understanding between the parties and supersedes and takes precedence over any and all prior negotiations, representations and agreements, oral or written, all of which are deemed to have merged into this Agreement and to have been extinguished thereby, except to the extent they are specifically set forth herein. Each party warrants, for the benefit and reliance of the other, that it has not entered into this Agreement in reliance on or on the basis of any promise, undertaking, representation or agreement of the other party, except as specifically set forth within the four corners of this instrument, and the parties mutually waive and disclaim any and all rights, remedies and causes of action which may otherwise exist, based wholly or partly on any such promise, undertaking, representation or agreement of the other party, except as specifically set forth within the four corners of this instrument.

15. This Agreement may be assigned to any successor of the Developer, but only with prior, written consent from the City. However, this Agreement may not be partially assigned, or assigned separately from title to all remaining lots not yet transferred to third parties intending to use the lot for personal residential purposes.

16. The Parties understand and agree that this Agreement may not be amended orally, by implication, by course of conduct, or in any manner other than by way of a written instrument approved by the Leesburg City Commission and duly executed by both parties hereto.

17. This Agreement is binding on and shall inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date herein above written.

CITY OF LEESBURG

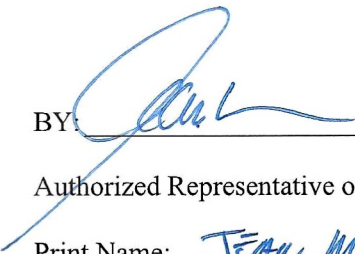
BY: _____
James A. Burry, Jr. Mayor

ATTEST:

City Clerk

Approved as to form and content:

City Attorney

BY:  _____

Authorized Representative of Developer

Print Name: JEAN MARSAN

Title: MANAGER

Schedule “A”

29-20-25-0003-000-01300, 30-20-25-0001-000-00300, 30-20-25-0002-000-00700, 30-20-25-0003-000-00800, 31-20-25-0002-000-02000, 31-20-25-0001-000-00100, 32-20-25-0002-000-00400, 29-20-25-0002-000-00300, 31-20-25-0004-000-02500, 29-20-25-0004-000-01900, 30-20-25-0001-000-01100, 31-20-25-0002-000-00700, 31-20-25-0002-000-01800, 31-20-25-0001-000-00300, 32-20-25-0002-000-00302, 24-20-24-0004-000-01300, 25-20-24-0001-000-00300, 19-20-25-0003-000-00800, 29-20-25-0003-000-01100, 30-20-25-0002-000-00500, 20-20-25-0004-000-02000, 20-20-25-0003-000-10900, 29-20-25-0002-000-00500, 31-20-25-0002-000-01700, 30-20-25-0001-000-00403, 31-20-25-0001-000-02900, 29-20-25-0004-000-02500, 32-20-25-0003-000-02900, 29-20-25-0003-000-03000, 29-20-25-0004-000-03300, 29-20-25-0100-000-00100, 29-20-25-0100-000-00200, 29-20-25-0100-000-00300, 29-20-25-0100-000-00400, 29-20-25-0100-000-00500, 29-20-25-0100-000-00600, 29-20-25-0100-000-00700, 29-20-25-0002-000-03500, 29-20-25-0100-000-00001.

LEGAL DESCRIPTION:

PARCEL ONE:

A PARCEL OF LAND LYING AND BEING IN PORTIONS OF SECTIONS 24 AND 25, TOWNSHIP 20 SOUTH, RANGE 24 EAST, AND PORTIONS OF SECTIONS 19, 29 AND 30, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID SECTION 30, TOWNSHIP 20 SOUTH, RANGE 25 EAST; THENCE NORTH 89°22'10" WEST ALONG THE SOUTH BOUNDARY THEREOF, A DISTANCE OF 2654.24 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 00°37'56" EAST ALONG THE WEST BOUNDARY THEREOF, A DISTANCE OF 1330.51 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 30; THENCE NORTH 89°01'24" WEST ALONG THE SOUTH BOUNDARY THEREOF, A DISTANCE OF 1322.07 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE NORTH 00°30'01" EAST ALONG THE WEST BOUNDARY THEREOF, A DISTANCE OF 1332.07 FEET TO THE SOUTHEAST CORNER OF U.S. GOVERNMENT LOT 2 OF SAID SECTION 30; THENCE NORTH 89°08'43" WEST ALONG THE SOUTH BOUNDARY THEREOF, A DISTANCE OF 1185.16 FEET TO THE WEST BOUNDARY OF SAID SECTION 30, THE SAME ALSO BEING THE EAST BOUNDARY OF THE AFOREMENTIONED SECTION 25, TOWNSHIP 20 SOUTH, RANGE 24 EAST; THENCE NORTH 00°48'27" EAST ALONG SAID WEST BOUNDARY OF SECTION 30, A DISTANCE OF 1177.55 FEET TO THE SOUTHEAST CORNER OF THE NORTH 660.16 FEET OF THE SOUTH 1660.23 FEET OF THE NORTHEAST 1/4 OF THE AFORESAID SECTION 25 AS MONUMENTED; THENCE NORTH 89°08'05" WEST ALONG THE MONUMENTED SOUTH BOUNDARY THEREOF, A DISTANCE OF 2388.91 FEET TO THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 27; THENCE NORTH 00°41'21" WEST ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 672.55 FEET TO THE INTERSECTION WITH THE NORTH LINE OF THE SOUTH 1660.23 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 25 AS MONUMENTED; THENCE SOUTH 89°09'06" EAST ALONG SAID NORTH LINE AS MONUMENTED, A DISTANCE OF 2511.43 FEET TO THE AFOREMENTIONED EAST BOUNDARY OF SAID SECTION 25 AND THE WEST BOUNDARY OF THE AFOREMENTIONED WEST BOUNDARY OF SECTION 30, TOWNSHIP 20 SOUTH, RANGE 25 EAST; THENCE NORTH 00°48'27" EAST ALONG SAID SECTION BOUNDARY, A DISTANCE OF 526.26 FEET TO THE INTERSECTION WITH THE SOUTH BOUNDARY OF THE NORTH 500.00 FEET OF U.S. GOVERNMENT LOT 1 OF SECTION 30, TOWNSHIP 20 SOUTH, RANGE 25 EAST; THENCE SOUTH 89°06'36" EAST ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 2500.00 FEET TO THE EAST BOUNDARY OF THE WEST 250.00 FEET OF SAID U.S. GOVERNMENT LOT 1; THENCE NORTH 00°48'27" EAST ALONG SAID EAST BOUNDARY, A DISTANCE OF 302.00 FEET TO THE NORTH BOUNDARY OF SAID SECTION 30, THE SAME ALSO BEING THE SOUTH BOUNDARY OF THE AFOREMENTIONED SECTION 19; THENCE SOUTH 89°06'36" EAST ALONG SAID SECTION BOUNDARY, A DISTANCE OF 2500.00 FEET TO THE INTERSECTION WITH THE EAST BOUNDARY OF THE WEST 500.00 FEET OF U.S. GOVERNMENT LOT 4 OF SAID SECTION 19, TOWNSHIP 20 SOUTH, RANGE 25 EAST; THENCE NORTH 00°51'26" EAST ALONG SAID EAST BOUNDARY, A DISTANCE OF 700.00 FEET TO THE NORTH LINE OF THE SOUTH 700.00 FEET OF THE AFOREMENTIONED U.S. GOVERNMENT LOT 4; THENCE NORTH 89°06'36" WEST ALONG SAID NORTH BOUNDARY, A DISTANCE OF 500.00 FEET TO THE WEST BOUNDARY OF SAID SECTION 19; THENCE NORTH 00°51'29" EAST ALONG SAID WEST BOUNDARY, A DISTANCE OF 275.58 FEET TO THE INTERSECTION WITH THE SOUTH BOUNDARY OF THE NORTH 500.00 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE AFOREMENTIONED SECTION 24, TOWNSHIP 20 SOUTH, RANGE 24 EAST; THENCE 89°08'53" WEST ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 200.00 FEET TO THE WEST LINE OF THE EAST 200.00 FEET OF THE AFORESAID SOUTHEAST 1/4 OF SECTION 24; THENCE NORTH 00°51'29" EAST ALONG SAID WEST BOUNDARY, A DISTANCE OF 500.00 FEET TO THE INTERSECTION WITH THE NORTH BOUNDARY OF THE AFORESAID SOUTHEAST 1/4 OF SECTION 24; THENCE SOUTH 89°08'53" EAST ALONG SAID NORTH BOUNDARY, A DISTANCE OF 200.00 FEET TO THE EAST BOUNDARY OF SAID 24, THE SAME ALSO BEING THE WEST BOUNDARY OF U.S. GOVERNMENT LOT 3 IN SECTION 19, TOWNSHIP 20 SOUTH, RANGE 25 EAST; THENCE NORTH 00°51'26" EAST ALONG SAID WEST BOUNDARY, A DISTANCE OF 179.89 FEET TO THE INTERSECTION WITH THE NORTH BOUNDARY OF THE SOUTH 330.00 FEET OF SAID U.S. GOVERNMENT LOT 3; THENCE SOUTH 89°03'56" EAST ALONG SAID NORTH BOUNDARY, A DISTANCE OF 935.20 FEET TO THE INTERSECTION WITH THE WEST BOUNDARY OF THE EAST 330.00 FEET OF THE WEST 1/2 OF SAID U.S. GOVERNMENT LOT 3; THENCE SOUTH 01°00'18" WEST ALONG SAID WEST BOUNDARY, A DISTANCE OF 330.00 FEET TO THE SOUTH BOUNDARY OF SAID U.S. GOVERNMENT LOT 3; THENCE SOUTH 89°03'56" EAST ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 330.00 FEET TO THE INTERSECTION WITH THE EAST BOUNDARY OF THE WEST 1/2 OF THE AFOREMENTIONED U.S. GOVERNMENT LOT 4 IN SAID SECTION 19; THENCE SOUTH 01°00'18" WEST ALONG SAID WEST BOUNDARY, A DISTANCE OF 1324.49 FEET TO THE SOUTH BOUNDARY THEREOF, THE SAME ALSO BEING THE NORTH BOUNDARY OF U.S. GOVERNMENT LOT 1 IN THE AFOREMENTIONED SECTION 30, TOWNSHIP 20 SOUTH, RANGE 25 EAST; THENCE SOUTH 89°06'36" EAST ALONG SAID BOUNDARY, A DISTANCE OF 1251.79 FEET TO THE NORTHEAST CORNER OF SAID U.S. GOVERNMENT LOT 1; THENCE SOUTH 00°37'05" WEST ALONG SAID EAST BOUNDARY THEREOF, A DISTANCE OF 1334.47 FEET TO THE SOUTHEAST CORNER OF SAID U.S. GOVERNMENT LOT 1; THENCE NORTH 89°04'51" WEST ALONG THE SOUTH BOUNDARY THEREOF, A DISTANCE OF 1324.99 TO THE NORTHWEST CORNER OF THOSE CERTAIN LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1907, PAGE 1852 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE SOUTH 00°39'49" WEST ALONG THE WEST BOUNDARY THEREOF AND THE WEST BOUNDARY OF THOSE CERTAIN LAND DESCRIBED IN OFFICIAL RECORDS BOOK 4835, PAGE 560, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, A DISTANCE OF 880.32 FEET TO THE NORTHWEST CORNER OF THOSE CERTAIN LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 856, PAGE 1260, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE SOUTH 89°02'40" EAST ALONG THE NORTH BOUNDARY THEREOF, A DISTANCE OF 1643.26 FEET; THENCE NORTH 00°47'05" EAST, A DISTANCE OF 881.29 FEET TO THE NORTH BOUNDARY OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 30; THENCE SOUTH 89°05'52" EAST ALONG SAID NORTH BOUNDARY, A DISTANCE OF 25.00 FEET TO THE WEST BOUNDARY OF THOSE CERTAIN LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 855, PAGE 1697, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE SOUTH 00°47'05" WEST ALONG SAID WEST BOUNDARY, A DISTANCE OF 1279.25 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 87°39'35" EAST ALONG THE SOUTH BOUNDARY OF SAID LANDS, A DISTANCE OF 389.73 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 00°47'51" EAST ALONG THE EAST BOUNDARY OF SAID LANDS, A DISTANCE OF 1303.73 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 30; THENCE NORTH 00°48'01" EAST ALONG THE WEST BOUNDARY OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 30, A DISTANCE OF 679.68 FEET; THENCE SOUTH 89°04'03" EAST, A DISTANCE OF 668.80 FEET TO THE EAST BOUNDARY OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30; THENCE SOUTH 00°52'38" WEST ALONG SAID EAST BOUNDARY, A DISTANCE OF 679.69 FEET TO THE NORTH BOUNDARY OF THE AFOREMENTIONED SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 30; THENCE SOUTH 89°04'31" EAST ALONG SAID NORTH BOUNDARY, A DISTANCE OF 667.55 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE AFOREMENTIONED SECTION 29, TOWNSHIP 20 SOUTH, RANGE 25 EAST; THENCE SOUTH 89°20'35" EAST ALONG THE NORTH BOUNDARY THEREOF, A DISTANCE OF 1271.02 FEET TO THE WEST RIGHT-OF-WAY OF NUMBER 2 ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 3657, PAGE 2287; THENCE SOUTHEASTERLY ALONG SAID WEST RIGHT-OF-WAY THE FOLLOWING FILE (S) COURSES, 1.) SOUTH 45°22'24" EAST, A DISTANCE OF 1095.45 FEET; THENCE 2.) SOUTH 45°50'46" EAST, A DISTANCE OF 161.55 FEET; THENCE 3.) SOUTH 46°01'02" EAST, A DISTANCE OF 152.46 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 417.00 FEET; THENCE 4.) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE/Delta OF 332°77"44" (CHORD = 240.65 FEET, CHORD BEARING = SOUTH 64°44'44" EAST) FOR A DISTANCE OF 243.50 FEET TO THE POINT OF TANGENCY, THENCE 5.) SOUTH 87°28'26" EAST, A DISTANCE OF 155.64 FEET TO THE INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF PUMPKIN CENTER ROAD AS RECORDED IN OFFICIAL RECORDS BOOK 1080, PAGE 2084; THENCE SOUTH 01°01'19" WEST ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 238.61 FEET TO THE INTERSECTION WITH THE SOUTH BOUNDARY OF THE AFORESAID SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 29; THENCE NORTH 89°26'26" WEST ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 1285.10 FEET TO THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 29; THENCE SOUTH 00°55'15" WEST ALONG THE EAST BOUNDARY THEREOF, A DISTANCE OF 1322.30 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE NORTH 89°26'44" WEST ALONG THE SOUTH BOUNDARY THEREOF, A DISTANCE OF 601.43 FEET TO THE NORTHEAST CORNER OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 29; THENCE SOUTH 00°50'43" WEST ALONG THE EAST BOUNDARY THEREOF, A DISTANCE OF 1322.72 FEET TO THE SOUTH BOUNDARY OF THE SOUTHWEST 1/4 OF SAID SECTION 29; THENCE NORTH 89°28'00" WEST ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 659.97 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 579.99 ACRES, MORE OR LESS.

AND

PARCEL TWO:

A PARCEL OF LAND LYING AND BEING IN PORTIONS OF SECTIONS 31 AND 32, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID SECTION 32, TOWNSHIP 20 SOUTH, RANGE 25 EAST, THE SAME ALSO BEING THE NORTHEAST CORNER OF THE AFORESAID SECTION 31; THENCE SOUTH 89°28'00" EAST ALONG THE NORTH BOUNDARY OF SAID SECTION 32, A DISTANCE OF 1319.95 FEET; THENCE CONTINUE SOUTH 89°28'00" EAST ALONG THE AFORESAID NORTH BOUNDARY, A DISTANCE OF 1338.64 FEET; THENCE SOUTH 00°50'07" WEST, A DISTANCE OF 372.44 FEET; THENCE SOUTH 89°46'09" WEST, A DISTANCE OF 1338.25 FEET TO THE EAST BOUNDARY OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 32; THENCE SOUTH 00°35'52" WEST ALONG SAID BOUNDARY, A DISTANCE OF 2205.08 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 89°39'46" EAST, A DISTANCE OF 1298.73 FEET; THENCE SOUTH 00°34'45" WEST, A DISTANCE OF 166.26 FEET; THENCE NORTH 89°35'59" WEST, A DISTANCE OF 1299.23 FEET; THENCE SOUTH 00°36'49" WEST, A DISTANCE OF 165.94 FEET; THENCE NORTH 89°35'41" WEST, A DISTANCE OF 1324.19 FEET TO THE WEST BOUNDARY OF SAID SECTION 32 AND THE EAST BOUNDARY OF THE AFOREMENTIONED SECTION 31; THENCE NORTH 00°44'14" EAST ALONG SAID BOUNDARY, A DISTANCE OF 331.61 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 31; THENCE NORTH 89°17'56" WEST ALONG THE SOUTH BOUNDARY THEREOF, A DISTANCE OF 1325.81 FEET TO THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE SOUTH 00°43'16" WEST ALONG THE EAST BOUNDARY THEREOF, A DISTANCE OF 1329.32 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4; THENCE NORTH 89°26'19" WEST ALONG THE SOUTH BOUNDARY THEREOF, A DISTANCE OF 1321.28 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 89°23'30" WEST, A DISTANCE OF 1268.12 FEET TO THE WEST BOUNDARY OF THE EAST 1/2 OF U.S. GOVERNMENT LOT 3; THENCE NORTH 00°42'17" EAST ALONG SAID WEST BOUNDARY, A DISTANCE OF 1334.65 FEET TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF U.S. GOVERNMENT LOT 2; THENCE NORTH 00°42'40" EAST, ALONG SAID WEST BOUNDARY, A DISTANCE OF 324.41 FEET; THENCE DEPARTING SAID WEST BOUNDARY, NORTH 89°17'20" WEST ALONG THE SHORELINE OF TURKEY LAKE, A DISTANCE OF 266.66 FEET; THENCE NORTH 52°25'37" WEST, STILL ALONG SAID SHORELINE, A DISTANCE OF 97.37 FEET; THENCE DEPARTING SAID SHORELINE, NORTH 44°47'59" EAST, A DISTANCE OF 449.77 FEET; THENCE SOUTH 44°37'43" EAST, A DISTANCE OF 433.57 FEET RETURNING TO THE AFORESAID WEST BOUNDARY OF U.S. GOVERNMENT LOT 2; THENCE NORTH 00°42'40" EAST ALONG SAID WEST BOUNDARY, A DISTANCE OF 660.57 FEET TO THE NORTH BOUNDARY OF SAID U.S. GOVERNMENT LOT 2; THENCE SOUTH 89°14'52" EAST ALONG SAID NORTH BOUNDARY, A DISTANCE OF 1257.15 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 31; THENCE SOUTH 89°14'52" EAST ALONG THE NORTH BOUNDARY THEREOF, A DISTANCE OF 1326.64 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 31; THENCE NORTH 00°43'11" EAST ALONG THE WEST BOUNDARY THEREOF, A DISTANCE OF 1335.16 FEET TO THE NORTH BOUNDARY OF SAID SECTION 31; THENCE SOUTH 89°22'16" EAST ALONG SAID NORTH BOUNDARY, A DISTANCE OF 1326.85 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 349.52 ACRES, MORE OR LESS.

PARCEL THREE:

A PARCEL OF LAND LYING AND BEING IN PORTIONS OF SECTIONS 20 AND 29, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 20, THENCE SOUTH 89°13'55" EAST, A DISTANCE OF 40.00 FEET TO THE EAST RIGHT-OF-WAY OF NUMBER 2 ROAD, AND THE POINT OF BEGINNING, THENCE NORTH 00°49'05" EAST ALONG THE EAST RIGHT-OF-WAY LINE OF NUMBER 2 ROAD, A DISTANCE OF 1,326.96 FEET TO THE NORTH BOUNDARY OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 20, THENCE SOUTH 89°12'36" EAST ALONG SAID NORTH BOUNDARY, A DISTANCE OF 2608.12 FEET TO THE WEST BOUNDARY OF THE SOUTHEAST 1/4 OF SAID SECTION 20, THENCE NORTH 00°34'05" EAST ALONG SAID WEST BOUNDARY, A DISTANCE OF 1119.83 FEET TO THE NORTH BOUNDARY OF SAID SOUTHEAST 1/4 OF SECTION 20, THENCE SOUTH 89°03'25" EAST ALONG SAID NORTH BOUNDARY, A DISTANCE OF 2847.24 FEET TO THE NORTHEAST CORNER THEREOF, THENCE SOUTH 00°44'25" WEST ALONG THE EAST BOUNDARY OF SAID SOUTHEAST 1/4 OF SECTION 20, A DISTANCE OF 1339.38 FEET, THENCE DEPARTING SAID EAST BOUNDARY, NORTH 89°10'59" WEST, A DISTANCE OF 1353.15 FEET, THENCE SOUTH 00°48'41" WEST, A DISTANCE OF 1155.19 FEET, THENCE SOUTH 89°11'20" EAST, A DISTANCE OF 751.09 FEET, THENCE SOUTH 00°47'21" WEST, A DISTANCE OF 284.78 FEET, THENCE SOUTH 89°10'42" EAST, A DISTANCE OF 601.59 FEET TO THE EAST BOUNDARY OF THE NORTHEAST 1/4 OF THE AFOREMENTIONED SECTION 29, THENCE SOUTH 00°48'17" WEST ALONG SAID EAST BOUNDARY, A DISTANCE OF 2434.07 FEET TO THE NORTH RIGHT-OF-WAY LINE OF NUMBER 2 ROAD AS DEDICATED BY THE PLAT OF PADDOCK HILLS, RECORDED IN PLAT BOOK 61, PAGE 89 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, THE WESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE, THE FOLLOWING FOUR (4) COURSES: 1.) NORTH 89°22'44" WEST, A DISTANCE OF 1720.70 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 840.00 FEET, THENCE 2.) NORTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 21°10'01" (CHORD = 308.59 FEET, CHORD BEARING = NORTH 78°47'40" WEST) FOR A DISTANCE OF 310.26 FEET TO THE POINT OF TANGENCY, THENCE 3.) NORTH 68°12'35" WEST, A DISTANCE OF 344.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1815.00 FEET, THENCE 4.) NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 09°59'39" (CHORD = 314.79 FEET, CHORD BEARING = NORTH 73°11'05" WEST) FOR A DISTANCE OF 315.18 FEET TO THE INTERSECTION WITH THE WEST BOUNDARY OF THE AFOREMENTIONED NORTHEAST 1/4 OF SAID SECTION 29, THENCE SOUTH 01°01'19" WEST ALONG SAID WEST BOUNDARY, A DISTANCE OF 40.72 FEET TO THE INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF NUMBER 2 ROAD AS RECORDED IN OFFICIAL RECORDS BOOK 365, PAGE 2287 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, THENCE NORTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, THE FOLLOWING FIVE (5) COURSES: 1.) NORTH 81°28'24" WEST, A DISTANCE OF 187.27 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 351.00 FEET, THENCE 2.) NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AND SAID RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE/Delta OF 32°27'24" (CHORD = 202.06 FEET, CHORD BEARING = NORTH 64°44'44" WEST) FOR A DISTANCE OF 204.86 FEET TO THE POINT OF TANGENCY, THENCE 3.) NORTH 48°01'02" WEST, A DISTANCE OF 151.20 FEET, THENCE 4.) NORTH 45°50'46" WEST, A DISTANCE OF 160.03 FEET, THENCE 5.) NORTH 45°22'24" WEST, A DISTANCE OF 1026.80 FEET TO THAT CERTAIN ADDITIONAL RIGHT-OF-WAY AS DEDICATED BY THE PLAT OF BELLA LAISERA AS RECORDED IN PLAT BOOK 57, PAGE 100 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, THENCE NORTH 45°49'20" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1186.68 FEET, THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE, NORTH 00°57'04" EAST, A DISTANCE OF 518.87 FEET TO THE SOUTH BOUNDARY OF THE SOUTHWEST 1/4 OF THE AFOREMENTIONED SECTION 20, THENCE NORTH 88°13'55" WEST ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 402.25 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 432.86 ACRES, MORE OR LESS.

AND

PARCEL FOUR:

A PARCEL OF LAND LYING AND BEING IN THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID SECTION 20, THENCE NORTH 89°20'19" WEST ALONG THE SOUTH BOUNDARY THEREOF, A DISTANCE OF 1,302.86 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF TURKEY LAKE ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 2301, PAGE 1813 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, THENCE NORTH 01°38'14" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1400.11 FEET, THENCE NORTH 05°19'47" EAST AND STILL ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 256.21 FEET, THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 88°12'31" WEST, A DISTANCE OF 58.32 FEET TO THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF TURKEY LAKE ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 1175, PAGE 391 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND THE SOUTH BOUNDARY OF THAT CERTAIN PARCEL 2 AS DESCRIBED IN OFFICIAL RECORDS BOOK 3154, PAGE 2050 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, THENCE NORTH 89°27'13" WEST ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 667.27 FEET TO THE WEST BOUNDARY OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 29, THENCE NORTH 00°57'42" EAST ALONG SAID WEST BOUNDARY, A DISTANCE OF 819.35 FEET, THENCE SOUTH 89°10'21" EAST, A DISTANCE OF 100.33 FEET, THENCE NORTH 01°00'42" EAST, A DISTANCE OF 115.14 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF NUMBER 2 ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 1175, PAGE 391 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, THENCE SOUTH 89°28'20" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 554.47 FEET TO THE AFOREMENTIONED WESTERLY RIGHT-OF-WAY LINE OF TURKEY LAKE ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 1175, PAGE 391 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, THENCE SOUTH 00°13'10" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 115.28 FEET, THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 89°36'53" EAST, A DISTANCE OF 155.00 FEET, THENCE SOUTH 00°47'20" WEST, A DISTANCE OF 582.78 FEET, THENCE SOUTH 89°25'00" EAST, A DISTANCE OF 1178.50 FEET TO THE EAST BOUNDARY OF THE SOUTHEAST 1/4 OF SAID SECTION 29, THENCE SOUTH 00°47'20" WEST ALONG SAID EAST BOUNDARY, A DISTANCE OF 1915.11 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THEREFROM THE AFOREMENTIONED RIGHT-OF-WAY FOR TURKEY LAKE ROAD.

THE ABOVE DESCRIBED LANDS CONTAIN 72.05 ACRES, MORE OR LESS TO THE RIGHT-OF-WAY REFERENCES.

AND

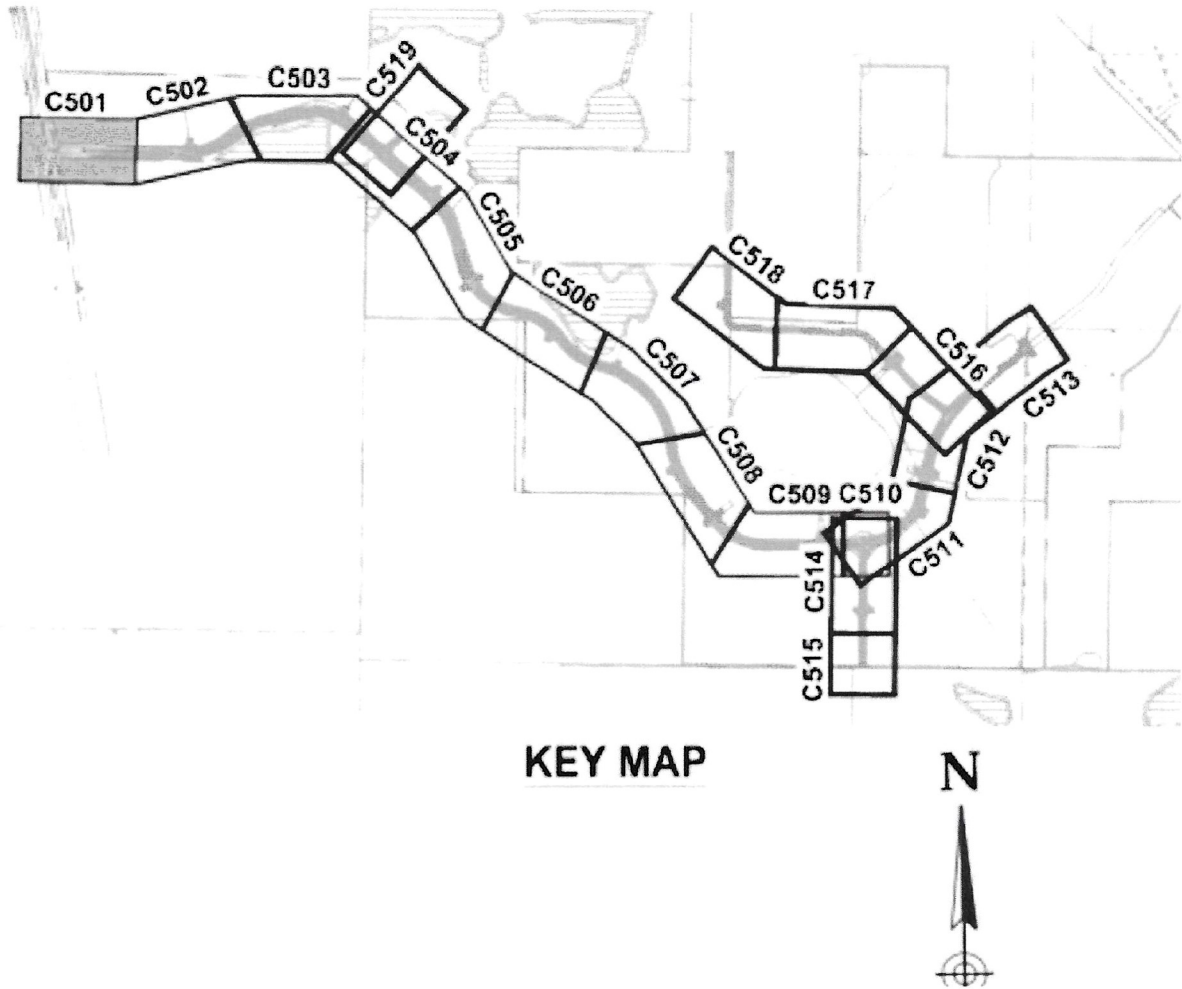
PARCEL FIVE:

A PARCEL OF LAND LYING AND BEING A PORTION OF U.S. GOVERNMENT LOT 2 IN SECTION 31, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE WEST 1/2 OF U.S. GOVERNMENT LOT 2 IN SAID SECTION 31, THENCE NORTH 89°14'32" WEST ALONG THE NORTH BOUNDARY OF SAID U.S. GOVERNMENT LOT 2, A DISTANCE OF 660.00 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 45°12'00" EAST, A DISTANCE OF 100.00 FEET, THENCE SOUTH 44°48'00" WEST, A DISTANCE OF 287.73 FEET, MORE OR LESS TO THE SHORELINE OF TURKEY LAKE, THENCE NORTHWESTERLY ALONG SAID SHORELINE, NORTH 47°30'49" WEST, A DISTANCE OF 100.00 FEET, MORE OR LESS TO A POINT WHICH LIES SOUTH 44°48'00" WEST OF THE AFOREMENTIONED POINT OF BEGINNING, THENCE NORTH 44°48'00" EAST, A DISTANCE OF 291.77 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 0.66 ACRES, MORE OR LESS TO THE SHORELINE OF TURKEY LAKE.

Schedule "B"





City of Leesburg

Natural Gas Department

Installation Invoice

Bill To:

Customer Name: Whispering Hills, LLC Materials
Company Name: Whispering Hills, LLC
Address: 4407 Vineland Rd
City, State, Zip: Orlando, Florida 32811
Phone: 407-704-8504

Date: September 6, 2024
Customer ID #:
Work Order #:
Payment Due:

Description	Price	Qty	Total
6" Steel Natural Gas Pipe, Epoxy Coated - Per Foot	\$33.28	1400	\$46,592.00
6" Poly Gas Pipe with 12g Tracking Wire, Per Foot	\$12.08	13500	\$163,080.00
2" Poly Gas Pipe with 12g Tracking Wire - Per Foot	\$1.72	2500	\$4,300.00
6" Steel Split Fitting - Bottom out	\$3,553.36	1	\$3,553.36
6" Steel Tee - Weld x Weld	\$66.68	1	\$66.68
6" Steel Cap - Butt Weld	\$61.00	2	\$122.00
6" Steel Elbow 45Deg - Weld x Weld	\$78.25	2	\$156.50
6" Steel Elbow 90Deg - Weld x Weld	\$69.28	2	\$138.56
6" Steel Valve - Weld x Weld	\$1,625.00	2	\$3,250.00
6" Regulator Station with Mooney Regulators	\$49,500.00	1	\$49,500.00
6" Steel to Poly Transition	\$278.70	1	\$278.70
6" Poly Ball Valve - BF	\$515.00	10	\$5,150.00
2" Poly Ball Valve - BF	\$84.00	18	\$1,512.00
Gas Valve Box with Lid (All-in-One)	\$124.25	28	\$3,479.00
6" Poly Tee - BF	\$63.13	13	\$820.69
6" Poly Cross	\$225.00	5	\$1,125.00
6" Poly Cap - EF	\$160.00	6	\$960.00
6" x 4" Poly Reducer	\$33.20	18	\$597.60
4" x 2" Poly Reducer	\$12.50	18	\$225.00
2" Poly Cap - BF	\$5.25	18	\$94.50
Dryconn Connectors For Tracking Wire	\$7.79	32	\$249.28

Special Notes and Instructions

Subtotal **\$285,250.87**
Misc.
Total **\$285,250.87**

ESTIMATE VOID AFTER 30 DAYS

Appliance Rebates are based on the appliances installed and operational at the time of initial Natural Gas turn on.

Make All Checks Payable to the City of Leesburg

FAILURE TO FULFILL THE SERVICE INSTALL AGREEMENT AND PAYMENT ARRANGEMENTS AS OUTLINED ABOVE MAY RESULT IN ADDITIONAL OUT OF POCKET EXPENSES AND CURRENT UTILITIES WILL BE SUBJECT TO IMMEDIATE INTERRUPTION.

Certifying Official's Signature: Wayne Williams Date: 9/6/2024

Customer Signature: [Signature] Date: 10/25/2024

Should you have any inquiries concerning this agreement please contact the above official at (352) 728-9840.

City of Leesburg, Natural Gas Dept. / 306 S. 6th Street, Leesburg FL 34748

Office: (352) 728-9840 Fax: (352) 326-6636

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.4.

Meeting Date: November 12, 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 Partial Release of the Sprayfield Easement granted to the City by Rapid Infiltration Basin Infrastructure & Transmission, LLC, in exchange for a modification of the Sprayfield Easement Area; accepting a modification to the Sprayfield Easement Area; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Resolution.

Analysis:

In November, 2022, the City entered into a contract to sell the existing sprayfield property to Rapid Infiltration Basin Infrastructure & Transmission, LLC ("RIBIT"). As part of the transaction, the City was granted an Easement on a portion of the property for continued operation of the City's sprayfield, but the easement area is subject to adjustment and relocation provided the City is given a comparable alternative disposal site. As contemplated in the easement, RIBIT has now requested an adjustment and modification to the sprayfield easement area and has proposed a nearby alternative site of the same size for the City's use. The alternative site is adequate for the City's use.

Procurement Analysis:

N/A

Options:

1. Adopt the Resolution approving the partial release and Sprayfield Easement Area modification as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

There is no fiscal impact.

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A PARTIAL RELEASE OF THE SPRAYFIELD EASEMENT GRANTED TO THE CITY BY RAPID INFILTRATION BASIN INFRASTRUCTURE & TRANSMISSION, LLC, IN EXCHANGE FOR A MODIFICATION OF THE SPRAYFIELD EASEMENT AREA; ACCEPTING A MODIFICATION TO THE SPRAYFIELD EASEMENT AREA; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the City hereby accepts the modification to the sprayfield easement area utilized by the City and the Mayor and City Clerk are hereby authorized to execute a Partial Release of Easement with Rapid Infiltration Basin Infrastructure & Transmission, LLC, for the purpose of modifying the sprayfield easement area.

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 12th day of November 2024.

Mayor

ATTEST:

City Clerk

PREPARED BY / RETURN TO:
Celeste T. Hankins, Esq.
3619 Kiessel Road
The Villages, Florida 32163

File No. 220133V

PARTIAL RELEASE OF EASEMENT

THIS PARTIAL RELEASE OF EASEMENT ("Release") is made this ____ day of _____, 2024, by **RAPID INFILTRATION BASIN INFRASTRUCTURE & TRANSMISSION, LLC**, a Delaware limited liability company, whose post office address is 3619 Kiessel Road, The Villages, Florida 32163 ("Grantor") and **CITY OF LEESBURG, FLORIDA**, Florida municipal corporation ("Grantee").

RECITALS

A. On July 12, 2023, Grantor and Grantee recorded that certain Grant of Easement in Official Records Book 6174, Page 1468, Instrument No: 2023083428, Public Records of Lake County, Florida ("Easement").

B. Grantor wishes to develop a portion of the real property that is subject to the Easement more particularly described in *Exhibit "A"* attached hereto and incorporated herein ("Released Property").

C. Grantor has requested and Grantee has agreed to release the Released Property from the Easement in accordance with the terms of this Release.

NOW, THEREFORE:

1. Recitals. The Recitals stated above are true and correct and by this reference are incorporated as a material part of this Release.

2. Partial Release of Easement. Grantee hereby releases all of its right, title, interest, claim, and demand to the Released Property. The Released Property is released from and no longer subject to the Easement.

3. Remainder Unaffected. Except to the extent released by this Release, the Easement shall continue in full force and effect.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Release the day and year first above written.

WITNESSES:

**RAPID INFILTRATION BASIN
INFRASTRUCTURE &
TRANSMISSION, LLC**, a Delaware limited
liability company

BY: VDC MANAGER, LLC, a Florida
limited liability company, its Manager

Print Name: _____

By: _____

Print Name: _____

Title: Manager

Print Name: _____

**STATE OF FLORIDA
COUNTY OF SUMTER**

The foregoing instrument was acknowledged before me by means of physical
presence this 25th day of September, 2024, by _____, as Manager of and on
behalf of VDC Manager, LLC, a Florida limited liability company, Manager of **Rapid
Infiltration Basin Infrastructure & Transmission, LLC**, a Delaware limited liability
company, who is personally known to me and who did not take an oath.

[SEAL]

NOTARY PUBLIC – STATE OF FLORIDA

Print Name: _____

WITNESSES:

**CITY OF LEESBURG, a Florida
municipal corporation**

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

ATTEST:

J. Andi Purvis, City Clerk

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2024, by James A. Burry, Jr., Mayor of the **City of Leesburg**, a Florida municipal corporation, on behalf of the corporation. He/she is ☐ personally known to me or ☐ provided _____ as identification,

[SEAL]

NOTARY PUBLIC - STATE OF FLORIDA

Print Name: _____

SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

LEGAL DESCRIPTION

EXHIBIT "A"
SHEET 01 OF 04

A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6174, PAGE 1458, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SAID LANDS LYING IN SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

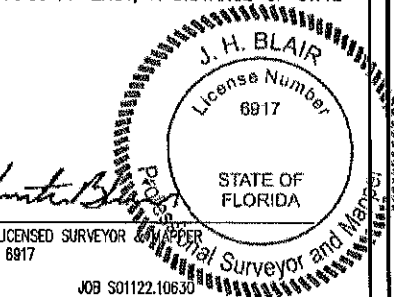
COMMENCE AT THE NORTH 1/4 CORNER OF SAID SECTION 17; THENCE RUN SOUTH 89°24'17" EAST, ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 17, A DISTANCE OF 128.15 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°35'43" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 470 (A 100 FOOT WIDE PUBLIC RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 11670-2601); THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) RUN SOUTH 89°24'17" EAST, A DISTANCE OF 1371.42 FEET TO A POINT OF CURVATURE OF A 1096.40 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 79°30'54" EAST AND A CHORD LENGTH OF 376.62 FEET; 2) THENCE RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°46'47", AN ARC DISTANCE OF 378.50 FEET TO A POINT ON THE EASTERLY BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5844, PAGE 1377, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, RUN ALONG THE BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5844, PAGE 1377, THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) RUN SOUTH 02°05'38" EAST, A DISTANCE OF 424.83 FEET; 2) THENCE RUN NORTH 79°06'44" WEST, A DISTANCE OF 324.27 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON A 77.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE WEST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 05°08'24" EAST AND A CHORD LENGTH OF 20.50 FEET; THENCE DEPARTING BOUNDARY OF SAID LANDS, RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 151°7'55", AN ARC DISTANCE OF 20.58 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 02°30'33" WEST, A DISTANCE OF 69.07 FEET TO A POINT OF CURVATURE OF A 68.10 FOOT RADIUS CURVE, CONCAVE TO THE NORTHWEST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 31°17'19" WEST AND A CHORD LENGTH OF 65.57 FEET; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 57°33'32", AN ARC DISTANCE OF 68.41 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 60°04'05" WEST, A DISTANCE OF 41.42 FEET; THENCE RUN SOUTH 40°57'06" WEST, A DISTANCE OF 63.78 FEET TO A POINT OF CURVATURE OF A 30.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHEAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 23°43'34" WEST AND A CHORD LENGTH OF 17.77 FEET; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 34°27'03", AN ARC DISTANCE OF 18.04 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 06°30'03" WEST, A DISTANCE OF 88.48 FEET; THENCE RUN SOUTH 02°30'42" EAST, A DISTANCE OF 35.99 FEET TO A POINT OF CURVATURE OF A 58.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTHWEST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 39°03'19" WEST AND A CHORD LENGTH OF 76.97 FEET; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 83°08'02", AN ARC DISTANCE OF 84.16 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 80°37'20" WEST, A DISTANCE OF 24.30 FEET; THENCE RUN SOUTH 06°38'21" WEST, A DISTANCE OF 141.20 FEET; THENCE RUN SOUTH 31°22'58" EAST, A DISTANCE OF 250.43 FEET; THENCE RUN SOUTH 27°35'52" EAST, A DISTANCE OF 131.35 FEET TO A POINT ON THE BOUNDARY OF EASEMENT DESCRIBED IN OFFICIAL RECORDS BOOK 6174, PAGE 1468; THENCE RUN ALONG THE BOUNDARY OF SAID EASEMENT, THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) RUN NORTH 89°16'33" WEST, A DISTANCE OF 751.66 FEET; 2) THENCE RUN NORTH 30°39'59" WEST, A DISTANCE OF 108.77 FEET TO A POINT ON THE BOUNDARY OF THE AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5844, PAGE 1377, SAID POINT BEING A POINT OF CURVATURE OF A 790.00 FOOT RADIUS CURVE, CONCAVE TO THE EAST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 16°15'57" WEST AND A CHORD LENGTH OF 392.95 FEET; 3) THENCE RUN NORTHERLY ALONG SAID BOUNDARY LINE AND CURVE THROUGH A CENTRAL ANGLE OF 28°48'04", AN ARC DISTANCE OF 397.11 FEET TO A POINT OF NON-TANGENCY; THENCE DEPARTING SAID BOUNDARY LINE(S), RUN SOUTH 20°44'44" EAST, A DISTANCE OF 41.52 FEET; THENCE RUN SOUTH 76°10'38" EAST, A DISTANCE OF 94.98 FEET; THENCE RUN NORTH 43°25'53" EAST, A DISTANCE OF 126.27 FEET; THENCE RUN NORTH 80°42'21" EAST, A DISTANCE OF 94.69 FEET; THENCE RUN SOUTH 17°14'41" EAST, A DISTANCE OF 151.03 FEET; THENCE RUN SOUTH 49°42'35" EAST, A DISTANCE OF 65.17 FEET; THENCE RUN SOUTH 59°26'18" EAST, A DISTANCE OF 181.64 FEET; THENCE RUN NORTH 60°02'39" EAST, A DISTANCE OF 104.13 FEET; THENCE RUN NORTH 40°06'25" EAST, A DISTANCE OF 96.86 FEET; THENCE RUN NORTH 03°44'18" WEST, A DISTANCE OF 128.10 FEET TO A POINT ON A 85.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE EAST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 16°24'21" WEST AND A CHORD LENGTH OF 50.87 FEET; THENCE RUN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 34°49'12", AN ARC DISTANCE OF 51.66 FEET TO A POINT OF NON-TANGENCY; THENCE RUN NORTH 66°41'26" WEST, A DISTANCE OF 72.03 FEET TO A POINT OF CURVATURE OF A 70.00 FOOT RADIUS CURVE, CONCAVE TO THE EAST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 12°30'56" WEST AND A CHORD LENGTH OF 113.51 FEET; THENCE RUN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 108°21'00", AN ARC DISTANCE OF 132.37 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 41°39'34" EAST, A DISTANCE OF 96.94 FEET; THENCE RUN NORTH 11°56'21" EAST, A DISTANCE OF 74.87 FEET; THENCE RUN NORTH 04°38'18" EAST, A DISTANCE OF 61.58 FEET; THENCE RUN NORTH 12°55'37" EAST, A DISTANCE OF 32.21 FEET TO A POINT ON THE BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5844, PAGE 1377; THENCE RUN ALONG THE BOUNDARY OF SAID LANDS, THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) RUN SOUTH 82°34'21" EAST, A DISTANCE OF 225.24 FEET; 2) THENCE RUN SOUTH 79°06'44" EAST, A DISTANCE OF 51.42 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 8.923 ACRES, MORE OR LESS.

GENERAL NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE ORIGINAL OR ELECTRONIC SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SKETCH WAS PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES NOT REPRESENT A FIELD SURVEY. SKETCH IS SUBJECT TO REVISION UPON COMPLETION OF A BOUNDARY SURVEY.
3. BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 WITH 2011 ADJUSTMENT. AS A REFERENCE FOR THIS SKETCH, THE SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 470 HAS A BEARING OF SOUTH 89°24'17" EAST.

James H. Blair
JAMES H. BLAIR, FLORIDA LICENSED SURVEYOR
FLORIDA REGISTRATION NO. 6917



JOB S01122.10630
SEE SHEET 1 FOR LEGAL
SEE SHEET 2 FOR KEY MAP
SEE SHEET 3 FOR SKETCH
SEE SHEET 4 FOR CURVE & LINE TABLES



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(352) 746-3128 LB9498

CLYMER
FARNER
BARLEY

----- CFB_Survey_Standard.dwg

8	9
17	16

POINT OF
BEGINNING

OWNER: RAPID INFILTRATION BASIN
INFRASTRUCTURE & TRANSMISSION, LLC
(ORB 6174, PG 1458)

170° FLORIDA POWER
TRANSMISSION EASEMENT

17	16
20	21

FLORIDA'S TURNPIKE

COUNTY ROAD NO. 48

ALTKY = ALTERNATE KEY NUMBER (LAKE
COUNTY PROPERTY APPRAISER)
LB = LICENSED BUSINESS
POC = POINT ON CURVE
PC = POINT OF CURVATURE
PT = POINT OF TANGENCY
PRC = POINT OF REVERSE CURVATURE
PRC = POINT OF REVERSE CURVATURE
PNT = POINT OF NON-TANGENCY
L# = REFERENCE TO LINE TABLE
C# = REFERENCE TO CURVE TABLE
ORB = OFFICIAL RECORDS BOOK
PG = PAGE
R/W = RIGHT-OF-WAY
⊙ = CHANGE IN DIRECTION
① = SECTION NUMBER



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FARNER
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(352) 748-3126 LBP408

SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

EXHIBIT "A"
SHEET 03 OF 04

POINT OF COMMENCEMENT

NORTH 1/4 CORNER OF SECTION 17,
TOWNSHIP 20 SOUTH, RANGE 24 EAST

NORTH LINE, NORTHEAST
1/4 OF SECTION 17

COUNTY ROAD NO. 470

(A 100' WIDE RIGHT-OF-WAY PER
FLORIDA DEPARTMENT OF TRANSPORTATION
RIGHT-OF-WAY MAP, SECTION 11670-2601)

NORTHERLY R/W LINE

ALTKEY: 3929534
OWNER: VILLAGES
LAND COMPANY LLC
(ORB 5844, PG 1377)

BOUNDARY OF
ORB 5844, PG 1377

POINT OF BEGINNING

BOUNDARY OF
ORB 5844, PG 1377

ALTKEY: 1088003
OWNER: RAPID INFILTRATION BASIN
INFRASTRUCTURE & TRANSMISSION LLC
(ORB 6174, PG 1458)

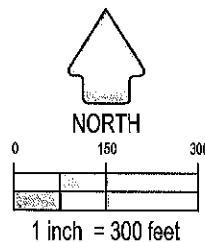
EASEMENT AREA
(ORB 6174, PG 1468)

SUBJECT AREA
(±8.923 ACRES)

ALTKEY: 1038413
OWNER: CITY OF LEESBURG

LEGEND:

ALTKEY = ALTERNATE KEY NUMBER (LAKE
COUNTY PROPERTY APPRAISER)
LB = LICENSED BUSINESS
POC = POINT ON CURVE
PC = POINT OF CURVATURE
PT = POINT OF TANGENCY
PRC = POINT OF REVERSE CURVATURE
PNT = POINT OF NON-TANGENCY
L# = REFERENCE TO LINE TABLE
C# = REFERENCE TO CURVE TABLE
ORB = OFFICIAL RECORDS BOOK
PG = PAGE
R/W = RIGHT-OF-WAY
⊙ = CHANGE IN DIRECTION
= SECTION NUMBER



JOB S01122.10630
SEE SHEET 1 FOR LEGAL
SEE SHEET 2 FOR KEY MAP
SEE SHEET 3 FOR SKETCH
SEE SHEET 4 FOR CURVE & LINE TABLES



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(352) 748-3128 LB8498

CLYMER
FARNER
BARLEY

SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

EXHIBIT "A"
SHEET 04 OF 04

LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE		
LINE TAG	BEARING	DISTANCE	LINE TAG	BEARING	DISTANCE	LINE TAG	BEARING	DISTANCE	LINE TAG	BEARING	DISTANCE
L1	S89°24'17"E	128.15'	L9	S02°30'42"E	35.99'	L17	S76°10'38"E	94.98'	L25	N03°44'18"W	128.10'
L2	S00°35'43"W	50.00'	L10	S80°37'20"W	24.30'	L18	N43°25'53"E	126.27'	L26	N66°41'26"W	72.03'
L3	S02°05'38"E	424.83'	L11	S06°38'21"W	141.20'	L19	N80°42'21"E	94.69'	L27	N41°39'34"E	96.94'
L4	N79°06'44"W	324.27'	L12	S31°22'58"E	250.43'	L20	S17°14'41"E	151.03'	L28	N11°56'21"E	74.87'
L5	S02°30'33"W	69.07'	L13	S27°35'52"E	131.35'	L21	S49°42'35"E	65.17'	L29	N04°38'18"E	61.58'
L6	S60°04'05"W	41.42'	L14	N89°16'33"W	751.66'	L22	S59°26'18"E	181.64'	L30	N12°55'37"E	32.21'
L7	S40°57'06"W	63.78'	L15	N30°39'59"W	108.77'	L23	N60°02'39"E	104.13'	L31	S82°34'21"E	225.24'
L8	S06°30'03"W	88.48'	L16	S20°44'44"E	41.52'	L24	N40°06'25"E	96.86'	L32	S79°06'44"E	51.42'

CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	1096.40'	19°46'47"	378.50'	S79°30'54"E	376.62'
C2	77.00'	15°17'55"	20.56'	S05°08'24"E	20.50'
C3	68.10'	57°33'32"	68.41'	S31°17'19"W	65.57'
C4	30.00'	34°27'03"	18.04'	S23°43'34"W	17.77'
C5	58.00'	83°08'02"	84.16'	S39°03'19"W	76.97'
C6	790.00'	28°48'04"	397.11'	N16°15'57"W	392.95'
C7	85.00'	34°49'12"	51.66'	N16°24'21"W	50.87'
C8	70.00'	108°21'00"	132.37'	N12°30'56"W	113.51'

JOB S01122.10630
SEE SHEET 1 FOR LEGAL
SEE SHEET 2 FOR KEY MAP
SEE SHEET 3 FOR SKETCH
SEE SHEET 4 FOR CURVE & LINE TABLES



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BARLEY
4490 NE 53RD ROAD - WILLOWOOD, FL 34785
(850) 748-3126 188498

PREPARED BY/RETURN TO:

Celeste T. Hankins, Esq.
3619 Kiessel Road
The Villages, Florida 32163

File No. 220133V

ADDITION TO GRANT OF EASEMENT

THIS ADDITION TO GRANT OF EASEMENT ("Easement") is made this ____ day of _____, 2024, by **RAPID INFILTRATION BASIN INFRASTRUCTURE & TRANSMISSION, LLC**, a Delaware limited liability company, whose post office address is 3619 Kiessel Road, The Villages, Florida 32163 ("Grantor") in favor of **CITY OF LEESBURG, FLORIDA**, Florida municipal corporation ("Grantee").

RECITALS

A. Grantor is the owner of certain land in Lake County, Florida, more particularly described in *Exhibit "A"* attached hereto ("Replacement Property").

B. Grantor and Grantee entered into that certain Grant of Easement dated June 27, 2023 and recorded July 12, 2023 in Official Records Book 6174, Page 1468, Instrument # 2023083428 ("Original Easement").

C. The Original Easement requires that no portion of the Easement Property, as defined therein, may be released from the Easement Property without an alternative disposal site.

D. Grantor has requested the removal of a portion of the Easement Property and desires to replace the released property with the Replacement Property.

E. At this time, Grantor wishes to grant unto Grantee the nonexclusive right, privilege, and easement to operate and maintain sprayfield facilities and appurtenances as may be necessary or desirable as permitted and for the benefit of Grantee ("Facilities") over, under, upon, across, through and within the Replacement Property, subject to the terms and provisions of this Easement and the Original Easement.

NOW, THEREFORE, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ADDITION TO EASEMENT AREA RECORDED
IN OFFICIAL RECORDS BOOK (ORB) 6174,
PAGE (PG) 1468, PUBLIC RECORDS OF
LAKE COUNTY, FLORIDA.

SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

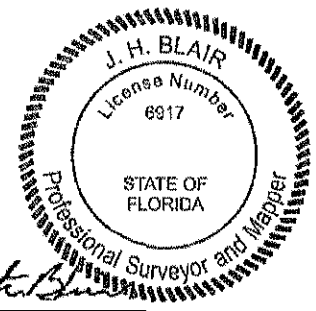
EXHIBIT "A"
SHEET 01 OF 03

LEGAL DESCRIPTION

A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6174, PAGE 1458, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SAID LANDS LYING IN SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 CORNER OF SAID SECTION 17; THENCE RUN SOUTH 00°40'32" WEST, ALONG THE WEST LINE OF THE EAST 1/2 OF SAID SECTION 17, A DISTANCE OF 2706.79 FEET, TO A POINT ON THE NORTHEASTERLY LINE OF A TRANSMISSION EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 313, PAGE 704; THENCE RUN ALONG SAID NORTHEASTERLY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES 1) SOUTH 42°26'42" EAST, A DISTANCE OF 174.48 FEET; 2) THENCE RUN SOUTH 59°22'02" EAST, A DISTANCE OF 612.15 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTHEASTERLY LINE, RUN NORTH 77°02'00" EAST, A DISTANCE OF 1003.10 FEET, TO A POINT ON THE WESTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4788, PAGE 372; THENCE RUN SOUTH 00°45'24" WEST, ALONG SAID WESTERLY LINE AND A SOUTHERLY PROJECTION OF, A DISTANCE OF 797.77 FEET, TO A POINT ON THE AFORESAID NORTHEASTERLY LINE OF OFFICIAL RECORDS BOOK 313, PAGE 704; THENCE RUN NORTH 59°22'02" WEST, ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 1123.82 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 8.923 ACRES, MORE OR LESS.



JAMES H. BLAIR, FLORIDA LICENSED SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 6917

GENERAL NOTES:

1. THIS SKETCH OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (IF A HARD COPY), OR THE ADOBE PDF CONTAINING THE ELECTRONIC SIGNATURE HAS NOT BEEN VALIDATED TO BE THE ORIGINAL SIGNED AND SEALED VERSION (IF AN ELECTRONIC FILE). IF AN ELECTRONIC FILE, PRINTED COPIES OF THE SURVEY MAP ARE NOT CONSIDERED TO BE A VALID SIGNED AND SEALED COPY.
2. THIS SKETCH WAS PREPARED FOR DESCRIPTION PURPOSES ONLY AND IS NOT A FIELD SURVEY.
3. BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH AS ESTABLISHED BY THE NATIONAL OCEAN SERVICE (NOS) THROUGH ITS PROGRAM OFFICE NATIONAL GEODETIC SURVEY (NGS). AS A REFERENCE FOR THIS SKETCH, THE WEST LINE OF THE EAST 1/2 OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST HAS A BEARING OF SOUTH 00°40'32" WEST.

JOB S01122.10630
SEE SHEET 1 FOR DESCRIPTION
SEE SHEET 2 FOR KEY MAP SEE SHEET 3 FOR SKETCH



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FARNER
BARLEY

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(352) 748-3128 L18498

SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

EXHIBIT "A"
SHEET 02 OF 03

COUNTY ROAD NO. 470

WEST LINE, EAST 1/2
OF SECTION 17

POINT OF
COMMENCEMENT

SUBJECT AREA
(±8.923 ACRES)

POINT OF
BEGINNING

COUNTY ROAD NO. 470

OWNER: RAPID INFILTRATION BASIN
INFRASTRUCTURE & TRANSMISSION, LLC
(ORB 6174, PG 1458)

EASEMENT AREA
(ORB 6174, PG 1468)

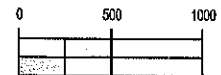
170' FLORIDA POWER
TRANSMISSION EASEMENT
NORTHEASTERLY
R/W LINE

FLORIDA'S TURNPIKE

COUNTY ROAD NO. 48



NORTH



1 inch = 1000 feet

LEGEND:

- LB = LICENSED BUSINESS
- = REFERENCE TO CONTROL TABLE
- ▲ = REFERENCE TO LINE TABLE
- Δ = CENTRAL ANGLE
- R = RADIUS
- L = ARC LENGTH
- CB = CHORD BEARING
- CH = CHORD LENGTH
- ⊙ = CHANGE IN DIRECTION
- = LINE BREAK
- # = SECTION NUMBER

JOB S01122.10630

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 2 FOR KEY MAP
SEE SHEET 3 FOR SKETCH



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BARLEY

1400 NE 83RD ROAD - WILLOWOOD, FL 34765
(352) 746-3126 LBB438

SKETCH FOR DESCRIPTION
(NOT A FIELD SURVEY)

EXHIBIT "A"
SHEET 03 OF 03

POINT OF COMMENCEMENT
NORTH 1/4 CORNER OF SECTION 17,
TOWNSHIP 20 SOUTH, RANGE 24 EAST

COUNTY ROAD NO. 470
(A 100' WIDE RIGHT-OF-WAY PER
FLORIDA DEPARTMENT OF TRANSPORTATION
RIGHT-OF-WAY MAP, SECTION 11670-2801)

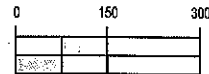
NORTH LINE, NORTHEAST
1/4 OF SECTION 17

SOUTHERLY R/W LINE

S00°40'32"W 2,706.79'
(BEARING REFERENCE)



NORTH



1 inch = 300 feet

S42°26'42"E
174.48'

ALTKEY: 1088003
OWNER: RAPID INFILTRATION
BASIN INFRASTRUCTURE &
TRANSMISSION LLC

S59°22'02"E
612.15'

N77°02'00"E 1,003.10'

SUBJECT AREA
(±8.923 ACRES)

NORTHEASTERLY LINE OF
TRANSMISSION EASEMENT
(ORB 313, PG 704)

N59°22'02"W 1,123.82'

170' WIDE FLORIDA POWER
CORPORATION TRANSMISSION EASEMENT
(ORB 313, PG 704)

ALTKEY: 3860764
OWNER: SOUTHEAST SOILS PEAT
COMPANY, INC.
(ORB 4788, PG 372)

SE 1/4
SECTION 17

BOUNDARY OF LANDS
DESCRIBED IN
ORB 4788, PG 372

SOUTHWEST CORNER OF
LANDS DESCRIBED IN
ORB 4788, PG 372

POINT OF
BEGINNING

WEST LINE, EAST 1/2 OF
SECTION 17

FLORIDA'S TURNPIKE

NORTHEASTERLY
R/W LINE

EASEMENT AREA
(±480.747 ACRES)
(ORB 6174, PG 1468)

LEGEND:

- LB = LICENSED BUSINESS
- ### = REFERENCE TO CONTROL TABLE
- L# = REFERENCE TO LINE TABLE
- Δ = CENTRAL ANGLE
- R = RADIUS
- L = ARC LENGTH
- CB = CHORD BEARING
- CH = CHORD LENGTH
- ↻ = CHANGE IN DIRECTION
- = LINE BREAK
- # = SECTION NUMBER

JOB S01122.10630
SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 2 FOR KEY MAP
SEE SHEET 3 FOR SKETCH



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SURVEYING

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FARNER
BARLEY

4460 NE 83RD ROAD - WILDWOOD, FL 34785
(352) 748-3126 L88498

PREPARED BY/RETURN TO:

Celeste T. Hankins, Esq.
3619 Kiessel Road
The Villages, Florida 32163

GRANT OF EASEMENT

THIS GRANT OF EASEMENT ("Easement") is made this 31 day of June, 2023, by **RAPID INFILTRATION BASIN INFRASTRUCTURE & TRANSMISSION, LLC**, a Delaware limited liability company, whose post office address is 3619 Kiessel Road, The Villages, Florida 32163 ("Grantor") in favor of **CITY OF LEESBURG, FLORIDA**, Florida municipal corporation ("Grantee").

RECITALS

A. Grantor is the owner of certain land in Lake County, Florida, more particularly described in *Exhibit "A"* attached hereto ("Easement Property").

B. At this time, Grantor wishes to grant unto Grantee the nonexclusive right, privilege, and easement to operate and maintain sprayfield facilities and appurtenances as may be necessary or desirable as permitted and for the benefit of Grantee ("Facilities") over, under, upon, across, through and within the Easement Property, subject to the terms and provisions of this Easement.

NOW, THEREFORE, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals.** The recitals above and exhibits attached are true and correct and incorporated herein.

2. **Grant.** Grantor hereby grants unto Grantee the nonexclusive right, privilege, and easement to operate and maintain the Facilities over, under, upon, across, through and within the Easement Property. The Easement Property provides Grantee with a sprayfield disposal capacity (wet weather and disposal) for up to Nine and a half (9.5) MGD of annual average daily flow ("Capacity"). The rights herein granted to Grantee specifically include the right: (i) for Grantee to patrol, inspect, alter, improve, upgrade, repair, rebuild, relocate, and remove the Facilities; (ii) ingress and egress over the Easement Property and over portions of Grantor's adjoining property for the purpose of exercising the rights herein granted; and (iii) all other rights and privileges

reasonably necessary or convenient for Grantee's safe, and efficient operation and maintenance of the Facilities.

3. **Grantee's Use.** The Easement Property shall be solely used by Grantee as a sprayfield for the benefit of Grantee not to exceed the Capacity. Grantee shall use the Easement Property in compliance with all applicable permits and laws. Grantee shall not commit any waste or allow any environmental contamination on the Easement Property. Grantee shall be required to maintain insurance for the Easement Property in amounts as may be required by RIBIT. Grantee shall not permit additional treatment capacity above 9.5 MGD, at the current facilities, nor permit any additional sprayfield disposal capacity above the limits in the existing Florida Department of Environmental Protection permit.

4. **Grantor Reservations.** Grantor shall have the right to use the Easement Property in any lawful manner that is not inconsistent with the rights granted to Grantee herein and does not create an unsafe condition.

5. **Release of Easement Property.** The Easement Property, or any portion thereof, shall remain subject to the Easement until such time as RIBIT is able to replace the Easement Property, or any portion thereof, with an alternative disposal site or sites to serve the COL Capacity. Any portion of the Easement Property that has not be replaced by an alternative disposal site provided by RIBIT shall remain subject to the Easement. Alternative disposal sites shall be mutually agreed to by COL and RIBIT. As the alternate disposal site or sites become operational, Grantor may unilaterally record releases to this Easement.

6. **No Waiver.** Failure to exercise the rights granted herein shall not constitute a waiver or abandonment.

7. **Representations.** Grantor hereby warrants and covenants: (a) that Grantor is the owner of the fee simple title to the Easement Property, (b) that Grantor has full right and lawful authority to grant this Easement, and (c) subject to Grantor's reservations, Grantee shall have quiet and peaceful possession, use and enjoyment of this Easement.

8. **Run With Land.** The burden of the Easement granted herein shall be a burden running with the ownership of the Easement Property, or any portion thereof, and shall inure to successors, heirs and assigns.

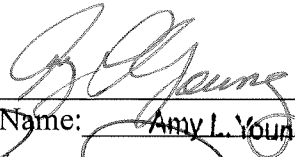
9. **Amendment.** Any amendment to this Easement shall require written approval by the parties and any amendment without same shall be null and void.

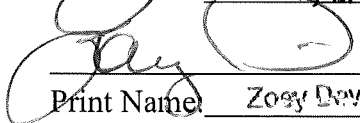
IN WITNESS WHEREOF, the parties have executed this Easement the day and year first above written.

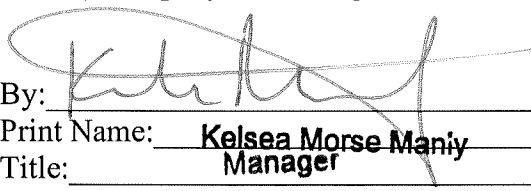
WITNESSES:

**RAPID INFILTRATION BASIN
INFRASTRUCTURE & TRANSMISSION,
LLC**, a Delaware limited liability company

BY: VDC MANAGER, LLC, a Florida limited liability company, its Manager


Print Name: Amy L. Young

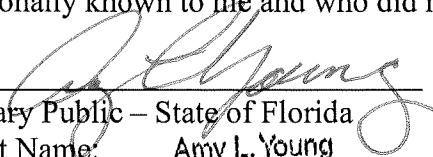

Print Name: Zoey Devine

By: 
Print Name: Kelsea Morse Maniy
Title: Manager

DATED this 27 day of June, 2023

**STATE OF FLORIDA
COUNTY OF SUMTER**

The foregoing instrument was acknowledged before me by means of physical presence this 27 day of June, 2023, by Kelsea Morse Maniy, as Manager of and on behalf of VDC Manager, LLC, a Florida limited liability company, Manager of Rapid Infiltration Basin Infrastructure & Transmission, LLC, a Delaware limited liability company, who is personally known to me and who did not take an oath.


Notary Public – State of Florida
Print Name: Amy L. Young

Commission Expires: 6/21/2024
Commission Number: 6698989



AMY L. YOUNG
Commission # GG 969889
Expires June 21, 2024
Bonded Thru Budget Notary Services

SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

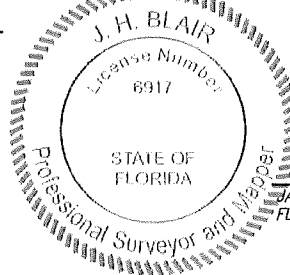
EXHIBIT "A"
SHEET 01 OF 08

LEGAL DESCRIPTION (EASEMENT AREA):

A PORTION OF SECTIONS 16, 17, 20 AND 21, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 CORNER OF SAID SECTION 17; THENCE RUN SOUTH 89°24'17" EAST, ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 17, A DISTANCE OF 128.15 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 0°35'43" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 470 (A 100 FOOT WIDE PUBLIC RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 11670-2601); THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING SIX (6) COURSES AND DISTANCES: 1) RUN SOUTH 89°24'17" EAST, A DISTANCE OF 1371.42 FEET TO A POINT OF CURVATURE OF A 1096.40 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 79°30'54" EAST AND A CHORD LENGTH OF 376.62 FEET; 2) THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°46'47", AN ARC DISTANCE OF 378.50 FEET TO THE POINT OF BEGINNING; 3) THENCE CONTINUE SOUTHEASTERLY, ALONG SAID 1096.40 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHWEST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 34°25'19" EAST AND A CHORD LENGTH OF 1264.09 FEET, THROUGH A CENTRAL ANGLE OF 70°24'22", AN ARC DISTANCE OF 1347.27 FEET TO A POINT OF TANGENCY; 4) THENCE RUN SOUTH 0°46'52" WEST, A DISTANCE OF 378.96 FEET TO A POINT OF CURVATURE OF A 1195.82 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 44°04'49" EAST AND A CHORD LENGTH OF 1687.05 FEET; 5) THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°43'22", AN ARC DISTANCE OF 1872.61 FEET TO A POINT OF TANGENCY; 6) THENCE RUN SOUTH 88°56'30" EAST, A DISTANCE OF 2112.61 FEET TO A POINT ON THE WESTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5488, PAGE 755, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, RUN ALONG WESTERLY LINE OF SAID LANDS THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1) RUN SOUTH 0°49'06" WEST, A DISTANCE OF 3422.05 FEET TO A POINT ON THE NORTHEASTERLY LINE OF A 170 FOOT WIDE FLORIDA POWER CORPORATION TRANSMISSION EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 319, PAGE 131, OF SAID PUBLIC RECORDS; 2) THENCE RUN SOUTH 59°22'02" EAST, ALONG NORTHEASTERLY LINE OF SAID 170 FOOT WIDE EASEMENT, A DISTANCE OF 853.55 FEET; 3) THENCE DEPARTING NORTHEASTERLY LINE OF SAID 170 FOOT WIDE EASEMENT, RUN SOUTH 46°39'31" WEST, A DISTANCE OF 877.84 FEET; 4) THENCE RUN SOUTH 36°40'00" EAST, A DISTANCE OF 220.54 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 48 (FORMERLY STATE ROAD 48, A 100 FOOT WIDE PUBLIC RIGHT-OF-WAY PER STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, PROJECT NO. 1092), SAID POINT BEING ON A 5779.64 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 50°28'22" WEST AND A CHORD LENGTH OF 983.59 FEET; THENCE DEPARTING WESTERLY LINE OF SAID LANDS, RUN SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 48 THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) RUN ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09°45'45", AN ARC DISTANCE OF 984.78 FEET TO A POINT OF TANGENCY; 2) THENCE RUN SOUTH 45°35'30" WEST, A DISTANCE OF 474.19 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF FLORIDA'S TURNPIKE (A VARIABLE WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, STATE PROJECT NO. 2); THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 48, RUN ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF FLORIDA'S TURNPIKE THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) RUN NORTH 42°27'10" WEST, A DISTANCE OF 4311.09 FEET; 2) THENCE RUN NORTH 42°26'41" WEST, A DISTANCE OF 3068.59 FEET TO A POINT ON THE

LEGAL DESCRIPTION CONTINUED ON NEXT SHEET



James H. Blair
JAMES H. BLAIR, FLORIDA LICENSED SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 6917

JOB 501122.0081

SEE SHEET 3 FOR KEY MAP.
SEE SHEETS 4-7 FOR SKETCH.
SEE SHEET 8 FOR LINE & CURVE TABLES.



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GENERAL NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE ORIGINAL OR ELECTRONIC SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SKETCH WAS PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES NOT REPRESENT A FIELD SURVEY. SKETCH IS SUBJECT TO REVISION UPON COMPLETION OF A BOUNDARY SURVEY.
3. BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 WITH 2011 ADJUSTMENT. AS A REFERENCE FOR THIS SKETCH, THE NORTHEASTERLY RIGHT-OF-WAY LINE OF FLORIDA'S TURNPIKE AS BEING NORTH 42°26'58" WEST.

DRAWING NAME: S:\SURVEY NEW SURVEY\LAKE LEESBURG SPRAY FIELD SOUTH.DWG 2022-11-03, RIBIT COL\HABIT COL EASEMENT AREA SURSKETCH.DWG -01 8.5 X 11 11/14/2022 1:20 PM BY: DSMITH

SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

EXHIBIT " A "
SHEET 02 OF 08

LEGAL DESCRIPTION (EASEMENT AREA) (CONTINUED):

WEST LINE OF THE SOUTHEAST 1/4 OF AFORESAID SECTION 17; THENCE DEPARTING SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF FLORIDA'S TURNPIKE, RUN NORTH 0°40'32" EAST, ALONG SAID WEST LINE, A DISTANCE OF 248.71 FEET TO A POINT ON THE NORTHEASTERLY LINE OF A 170 FOOT WIDE FLORIDA POWER CORPORATION TRANSMISSION EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 313, PAGE 704, OF SAID PUBLIC RECORDS; THENCE DEPARTING SAID WEST LINE, RUN ALONG SAID NORTHEASTERLY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) RUN SOUTH 42°26'42" EAST, A DISTANCE OF 174.48 FEET; 2) THENCE RUN SOUTH 59°22'02" EAST, A DISTANCE OF 1735.97 FEET TO A POINT ON THE SOUTHERLY EXTENSION OF THE WESTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4788, PAGE 372, OF SAID PUBLIC RECORDS; THENCE DEPARTING SAID NORTHEASTERLY LINE, RUN ALONG SAID SOUTHERLY EXTENSION OF SAID WESTERLY LINE, NORTH 0°45'24" EAST, A DISTANCE OF 79.80 FEET TO THE SOUTHWEST CORNER SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4788, PAGE 372; THENCE DEPARTING SAID SOUTHERLY EXTENSION, RUN ALONG THE BOUNDARY OF SAID LANDS THE FOLLOWING FIVE (5) COURSES AND DISTANCES: 1) RUN SOUTH 89°14'36" EAST, A DISTANCE OF 980.00 FEET; 2) THENCE RUN NORTH 0°45'24" EAST, A DISTANCE OF 660.94 FEET; 3) THENCE RUN NORTH 55°00'47" WEST, A DISTANCE OF 629.99 FEET TO A POINT OF CURVATURE OF A 225.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 51°00'33" WEST AND A CHORD LENGTH OF 31.42 FEET; 4) THENCE RUN NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 08°00'29", AN ARC DISTANCE OF 31.45 FEET TO A POINT OF TANGENCY; 5) THENCE RUN NORTH 47°00'18" WEST, A DISTANCE OF 108.69 FEET TO THE MOST NORTHERLY CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4788, PAGE 372; THENCE DEPARTING SAID BOUNDARY LINE, CONTINUE NORTH 47°00'18" WEST, A DISTANCE OF 567.20 FEET; THENCE RUN SOUTH 89°16'33" EAST, A DISTANCE OF 177.19 FEET; THENCE RUN NORTH 49°47'08" EAST, A DISTANCE OF 115.47 FEET; THENCE RUN SOUTH 89°16'33" EAST, A DISTANCE OF 229.01 FEET TO A POINT OF CURVATURE OF A 150.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTHWEST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 45°43'27" EAST AND A CHORD LENGTH OF 212.13 FEET; THENCE RUN NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 235.62 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 0°43'27" EAST, A DISTANCE OF 388.57 FEET TO A POINT OF CURVATURE OF A 150.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHWEST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 44°16'33" WEST AND A CHORD LENGTH OF 212.13 FEET; THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 235.62 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 89°16'33" WEST, A DISTANCE OF 1248.74 FEET; THENCE RUN NORTH 30°39'59" WEST, A DISTANCE OF 108.77 FEET TO A POINT ON THE EASTERLY BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5844, PAGE 1377, OF SAID PUBLIC RECORDS, SAID POINT BEING A POINT OF CURVATURE OF A 790.00 FOOT RADIUS CURVE, CONCAVE TO THE EAST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 2°23'07" WEST AND A CHORD LENGTH OF 748.60 FEET; THENCE RUN ALONG THE BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5844, PAGE 1377, THE FOLLOWING EIGHT (8) COURSES AND DISTANCES: 1) RUN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 56°33'45", AN ARC DISTANCE OF 779.89 FEET TO A POINT OF REVERSE CURVATURE OF A 910.00 FOOT RADIUS CURVE, CONCAVE TO THE WEST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 13°28'14" EAST AND A CHORD LENGTH OF 391.61 FEET; 2) THENCE RUN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24°51'03", AN ARC DISTANCE OF 394.69 FEET TO A POINT OF NON-TANGENCY; 3) THENCE RUN NORTH 76°06'40" EAST, A DISTANCE OF 83.70 FEET; 4) THENCE RUN SOUTH 89°24'17" EAST, A DISTANCE OF 251.69 FEET; 5) THENCE RUN SOUTH 25°13'16" EAST, A DISTANCE OF 353.53 FEET; 6) THENCE RUN SOUTH 82°34'21" EAST, A DISTANCE OF 241.03 FEET; 7) THENCE RUN SOUTH 79°06'44" EAST, A DISTANCE OF 375.69 FEET; 8) THENCE RUN NORTH 2°05'38" WEST, A DISTANCE OF 424.83 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 480.747 ACRES, MORE OR LESS.

JOB 501122.0081

SEE SHEET 3 FOR KEY MAP.
SEE SHEETS 4-7 FOR SKETCH.
SEE SHEET 8 FOR LINE & CURVE TABLES.



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DRAWING NAME: S:\SURVEY NEW SURVEY LAKE LEESEBURG SPRAY FIELD SOUTH.DWG 2022-11-03, RIBIT COL, RIBIT COL, EASEMENT AREA SURSKETCH.DWG :02 8.5 X 11 11/14/2022 1:21 PM BY: DSMITH

SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

EXHIBIT " A "
SHEET 03 OF 08

COUNTY ROAD NO. 470

SEE SHEET 4

ALTKEY: 3860764
OWNER: SOUTHEAST
SOILS PEAT
COMPANY, INC.
(ORB 4788, PG 372)

COUNTY ROAD NO. 470

SEE SHEET 5

EASEMENT AREA
(±480.747 ACRES)

170' FLORIDA POWER
TRANSMISSION EASEMENT

SEE SHEET 7

FLORIDA'S TURNPIKE

SEE SHEET 6

COUNTY ROAD NO. 48



NORTH

0 500 1000

1 inch = 1000 feet

LEGEND:

ALTKEY = ALTERNATE KEY NUMBER (LAKE
COUNTY PROPERTY APPRAISER)

LB = LICENSED BUSINESS

POC = POINT ON CURVE

PC = POINT OF CURVATURE

PT = POINT OF TANGENCY

PRC = POINT OF REVERSE CURVATURE

PRC = POINT OF REVERSE CURVATURE

PNT = POINT OF NON-TANGENCY

L# = REFERENCE TO LINE TABLE

C# = REFERENCE TO CURVE TABLE

ORB = OFFICIAL RECORDS BOOK

PG = PAGE

R/W = RIGHT-OF-WAY

○ = CHANGE IN DIRECTION

= SECTION NUMBER

JOB S01122.0081

SEE SHEETS 1-2 FOR LEGAL DESCRIPTION.
SEE SHEETS 4-7 FOR SKETCH.
SEE SHEET 8 FOR LINE & CURVE TABLES.

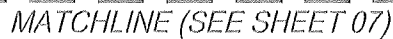


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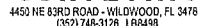
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352) 746-3126 LB9495

DRAWING NAME: S:\SURVEY NEW SURVEY\LAKE LEESEBURG SPRAY FIELD SOUTH\DWG\2022-11-03_RIBIT COL EASEMENT AREA SURSKETCH.DWG :03 6.3 X 11 11/14/2022 12:21 PM BY: DSMITH

EXHIBIT "A"
SHEET 04 OF 08

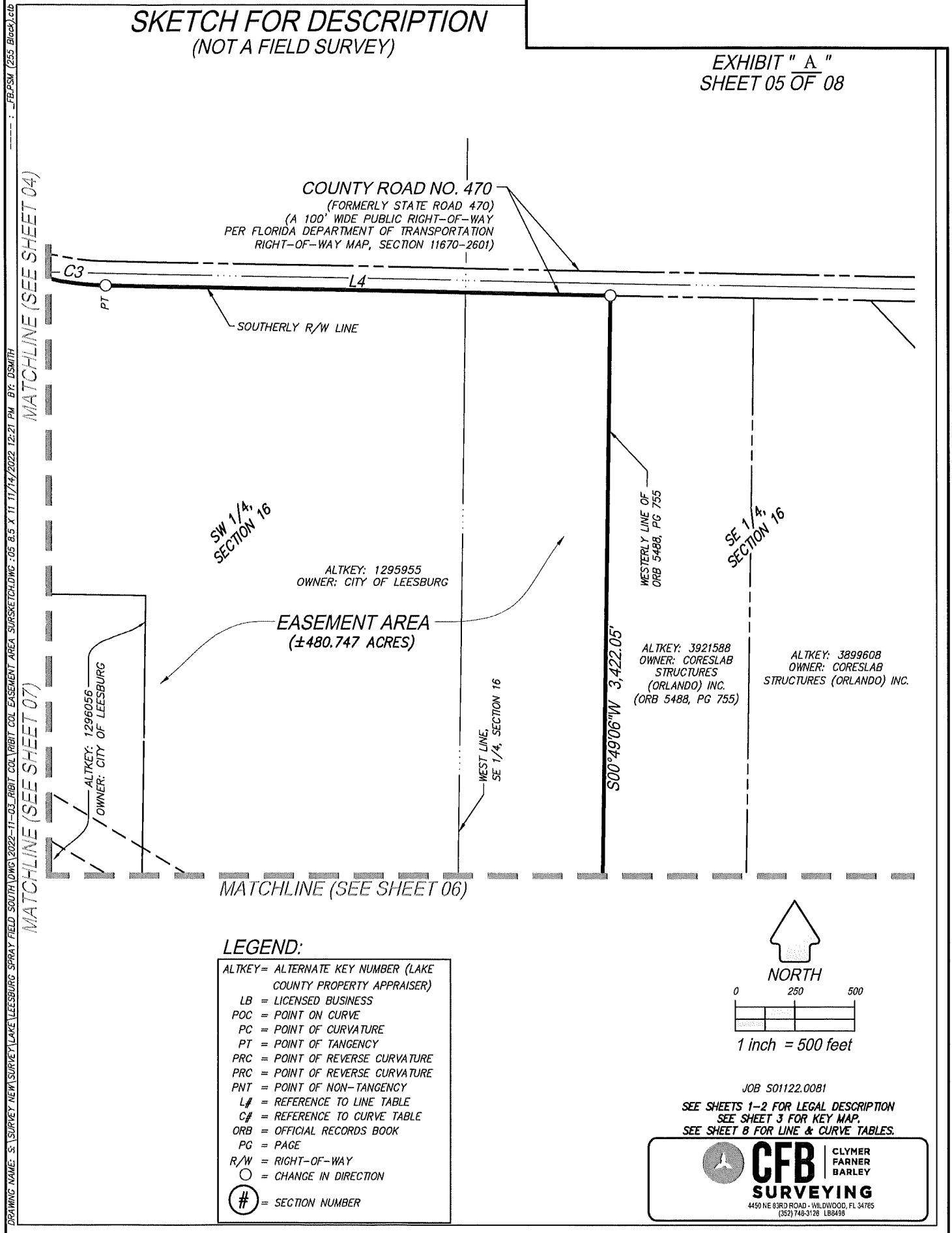


SEE SHEETS 1-2 FOR LEGAL DESCRIPTION
SEE SHEET 3 FOR KEY MAP.
SEE SHEET 8 FOR LINE & CURVE TABLES.



SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

EXHIBIT " A "
SHEET 05 OF 08



SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

EXHIBIT "A"
SHEET 06 OF 08

MATCHLINE (SEE SHEET 05)

SECTION 16-20-24

SECTION 21-20-24

170' WIDE FLORIDA POWER CORPORATION
TRANSMISSION EASEMENT
(ORB 319, PG 131)

NW 1/4,
SECTION 21

EASEMENT AREA
(±480.747 ACRES)

ALTKEY: 1088101
OWNER: CITY OF LEESBURG

400.0'
(SUNSHINE STATE PARKWAY/STATE ROAD NO. 91)
(A VARIABLE WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF
TRANSPORTATION RIGHT-OF-WAY MAP, STATE PROJECT NO. 2)

SW 1/4,
SECTION 21

S00°49'06"W 3,422.05'
WESTERLY LINE OF
(ORB 5488, PG 755)

ALTKEY: 3921588
OWNER: CORESLAB STRUCTURES
(ORLANDO) INC.
(ORB 5488, PG 755)

ALTKEY: 1088071
OWNER: CITY OF LEESBURG

NE'LY LINE OF 170' WIDE FLORIDA
POWER CORPORATION
TRANSMISSION EASEMENT
(ORB 319, PG 131)

ALTKEY: 3767501
OWNER: CITY OF LEESBURG
(ABANDONED 50' WIDE
SEABOARD COAST LINE
RAILROAD R/W)

S46°39'31"W 877.84'
WESTERLY LINE OF
(ORB 5488, PG 755)

NORTHERLY R/W LINE
COUNTY ROAD NO. 48
(FORMERLY STATE ROAD 48)
(A 100' WIDE PUBLIC RIGHT-OF-WAY
PER STATE ROAD DEPARTMENT
RIGHT-OF-WAY MAP, PROJECT NO. 1092)

ALTKEY: 1701244
OWNER: CITY OF LEESBURG

ALTKEY: 2610808
OWNER: CITY OF LEESBURG

ALTKEY: 1088101
OWNER: CITY OF LEESBURG

LEGEND:

ALTKEY = ALTERNATE KEY NUMBER (LAKE
COUNTY PROPERTY APPRAISER)
LB = LICENSED BUSINESS
POC = POINT ON CURVE
PC = POINT OF CURVATURE
PT = POINT OF TANGENCY
PRC = POINT OF REVERSE CURVATURE
PRC = POINT OF REVERSE CURVATURE
PNT = POINT OF NON-TANGENCY
L# = REFERENCE TO LINE TABLE
C# = REFERENCE TO CURVE TABLE
ORB = OFFICIAL RECORDS BOOK
PG = PAGE
R/W = RIGHT-OF-WAY
○ = CHANGE IN DIRECTION
= SECTION NUMBER



0 250 500
1 inch = 500 feet

JOB S01122.0081

SEE SHEETS 1-2 FOR LEGAL DESCRIPTION
SEE SHEET 3 FOR KEY MAP.
SEE SHEET 8 FOR LINE & CURVE TABLES.



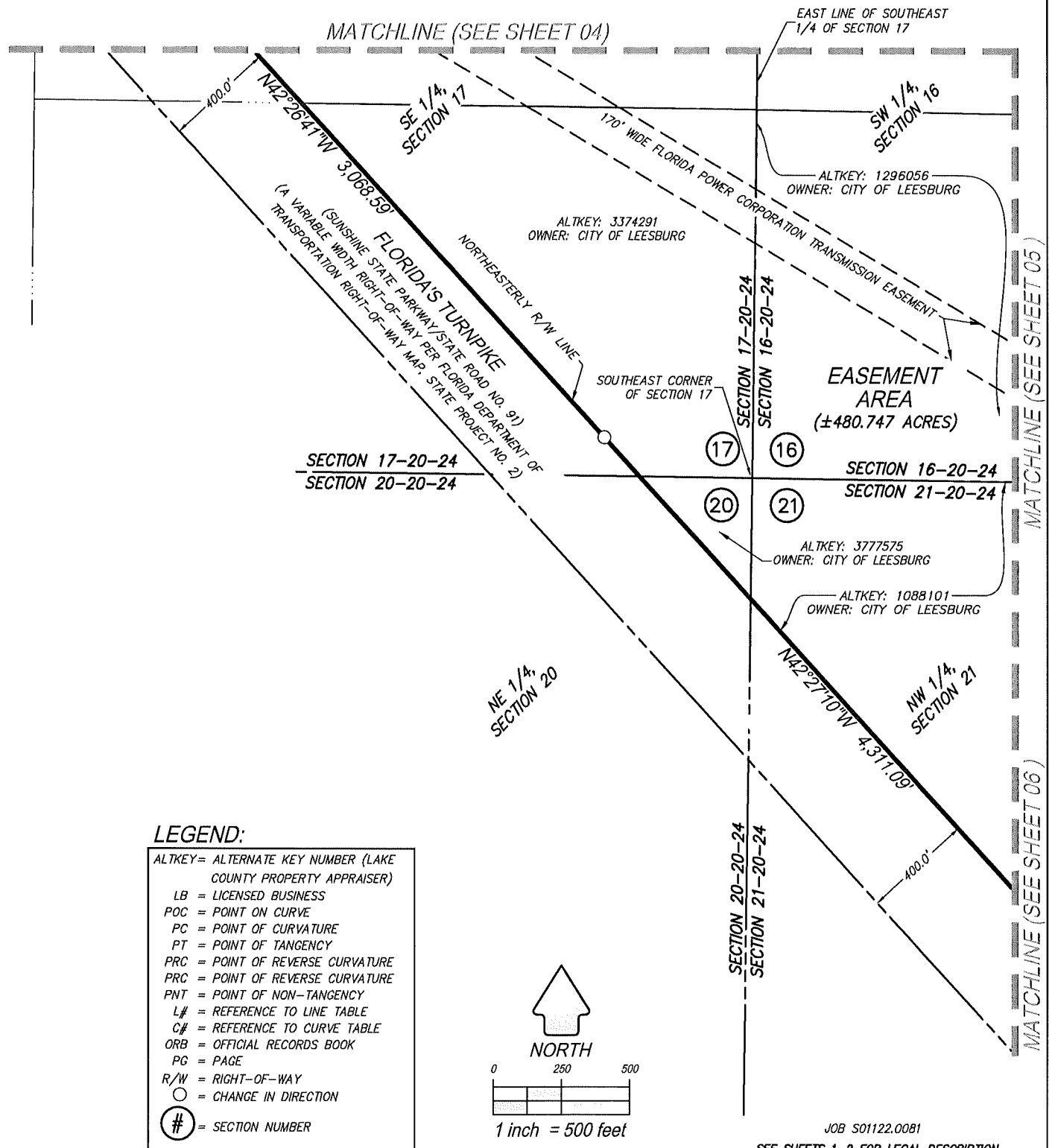
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DRAWING NAME: S:\SURVEY NEW SURVEY\LAKE LEESBURG SPRAY FIELD SOUTH.DWG 2022-11-03 RIGHT COL\RIGHT COL EASEMENT AREA SURSKETCH.DWG 06 6.5 X 11 11/14/2022 12:22 PM BY: DSMITH

MATCHLINE (SEE SHEET 07)

SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

EXHIBIT "A"
SHEET 07 OF 08



JOB S01122.0081

SEE SHEETS 1-2 FOR LEGAL DESCRIPTION
SEE SHEET 3 FOR KEY MAP.
SEE SHEET 8 FOR LINE & CURVE TABLES.



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SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT "A"
SHEET 08 OF 08

LINE TABLE			LINE TABLE		
LINE TAG	BEARING	DISTANCE	LINE TAG	BEARING	DISTANCE
L1	S89°24'17"E	128.15'	L14	N47°00'18"W	567.20'
L2	S00°35'43"W	50.00'	L15	S89°16'33"E	177.19'
L3	S00°46'52"W	378.96'	L16	N49°47'08"E	115.47'
L4	S88°56'30"E	2112.61'	L17	S89°16'33"E	229.01'
L5	S36°40'00"E	220.54'	L18	N00°43'27"E	388.57'
L6	S45°35'30"W	474.19'	L19	N30°39'59"W	108.77'
L7	N00°40'32"E	248.71'	L20	N76°06'40"E	83.70'
L8	S42°26'42"E	174.48'	L21	S89°24'17"E	251.69'
L9	N00°45'24"E	79.80'	L22	S25°13'16"E	353.53'
L10	S89°14'36"E	980.00'	L23	S82°34'21"E	241.03'
L11	N00°45'24"E	660.94'	L24	S79°06'44"E	375.69'
L12	N55°00'47"W	629.99'	L25	N02°05'38"W	424.83'
L13	N47°00'18"W	108.69'			

CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	1096.40'	19°46'47"	378.50'	S79°30'54"E	376.62'
C2	1096.40'	70°24'22"	1,347.27'	S34°25'19"E	1,264.09'
C3	1195.82'	89°43'22"	1,872.61'	S44°04'49"E	1,687.05'
C4	5779.64'	9°45'45"	984.78'	S50°28'22"W	983.59'
C5	225.00'	8°00'29"	31.45'	N51°00'33"W	31.42'
C6	150.00'	90°00'00"	235.62'	N45°43'27"E	212.13'
C7	150.00'	90°00'00"	235.62'	N44°16'33"W	212.13'
C8	790.00'	56°33'45"	779.89'	N02°23'07"W	748.60'
C9	910.00'	24°51'03"	394.69'	N13°28'14"E	391.61'

JOB S01122.0081

SEE SHEETS 1-2 FOR LEGAL DESCRIPTION
SEE SHEET 3 FOR KEY MAP.
SEE SHEETS 4-7 FOR SKETCH.



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City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.5.

Meeting Date: November 12, 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, Gas, Airport, Health Insurance and Police Impact Fee Funds for the Fourth 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
Police- JAG Grant (Bulletproof Vests)	\$ 12,115	Federal Grant
Police- FDLE Grant (Replace Drones (2)	50,000	Federal Grant
Transfer to Health Ins Fund (FY24 Claims/Premiums)	<u>800,000</u>	Fund Balance
Total General Fund	\$ 862,115	
Electric Fund	Amount	Funding Source
WaWa Project	\$211,536	Developer Contributed & Fund
Balance		
Ringpower Dealership Project	164,473	Developer Contributed & Fund
Balance		
4th & Magnolia Lot Lights Project	<u>21,871</u>	Fund Balance
Total Electric Fund	\$ 397,880	
Gas Fund	Amount	Funding Source
Silver Lake Estates Phase I	<u>\$123,945</u>	Developer Contributed
Total Gas Fund	\$123,945	
Airport Fund	Amount	Funding Source
FDOT Grant Airfield Lighting RW04/22 Inc	\$ 65,416	State Grant
FDOT Grant Preliminary Assessment NE Quad Inc	<u>148,000</u>	State Grant
Total Airport Fund	\$213,416	

Health Insurance Fund	Amount	Funding Source
FY 24 Claims/Premiums higher than Budget	<u>\$800,000</u>	Transfer from General Fund
Total Health Insurance Fund	\$800,000	

Police Impact Fees Fund	Amount	Funding Source
12 Radios for new FY 25 employees (better pricing)	<u>\$ 43,884</u>	Fund Balance
Total Police Impact Fees Fund	\$ 43,884	

Procurement Analysis:

N/A

Options:

1. Adopt the attached resolution amending the Fiscal Year 2023-24 budget for the General, Electric, Gas, Airport, Health Insurance and Police Impact Fees Funds for the Fourth Quarter; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

See attached

<u>FUND</u>	FY 2024 <u>ADOPTED</u>	<u>CHANGE</u>	FY 2024 <u>AMENDED</u>
General	36,384,925	862,115	37,247,040
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	90,002,163	397,880	90,400,043
Gas	14,699,112	123,945	14,823,057
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	213,416	10,666,002
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	800,000	8,775,656
Workers' Compensation	1,256,311	-	1,256,311
Discretionary Sales Tax	3,178,006	-	3,178,006
Gas Tax	997,000	-	997,000
Building Permits	1,833,626	-	1,833,626
Police Impact Fees	-	43,884	43,884
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	294,834,931	2,441,240	297,276,171

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 FOURTH 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	62,115
Other Financing Sources:	
Fund Balance Appropriated	800,000
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	862,115

PROPOSED APPROPRIATIONS

Public Safety	62,115
Non-Expenditures:	
Transfer to Other Funds	800,000
TOTAL PROPOSED APPROPRIATIONS	862,115

ELECTRIC FUND

ESTIMATED REVENUES AND OTHER RECEIPTS

Other Sources	152,660
Other Financing Sources:	
Fund Balance Appropriated	245,220
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	397,880

PROPOSED APPROPRIATIONS

Physical Environment	397,880
TOTAL PROPOSED APPROPRIATIONS	397,880

GAS FUND

ESTIMATED REVENUES AND OTHER RECEIPTS

Other Sources	123,945
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	123,945

PROPOSED APPROPRIATIONS

Physical Environment	123,945
TOTAL PROPOSED APPROPRIATIONS	123,945

AIRPORT FUND

ESTIMATED REVENUES AND OTHER RECEIPTS

Intergovernmental Revenue	213,416
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	213,416

PROPOSED APPROPRIATIONS

Transportation	213,416
TOTAL PROPOSED APPROPRIATIONS	213,416

HEALTH INSURANCE FUND

ESTIMATED REVENUES AND OTHER RECEIPTS

Other Financing Sources:

Transfer from Other Funds 800,000

TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS 800,000

PROPOSED APPROPRIATIONS

General Government 800,000

TOTAL PROPOSED APPROPRIATIONS 800,000

POLICE IMPACT FEES FUND

ESTIMATED REVENUES AND OTHER RECEIPTS

Other Financing Sources:

Fund Balance Appropriated 43,884

TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS 43,884

PROPOSED APPROPRIATIONS

Public Safety 43,884

TOTAL PROPOSED APPROPRIATIONS 43,884

ALL FUNDS

ESTIMATED REVENUES AND OTHER RECEIPTS

Intergovernmental Revenue 275,531

Other Sources 276,605

Other Financing Sources:

Transfer from Other Funds 800,000

Fund Balance Appropriated 1,089,104

TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS 2,441,240

PROPOSED APPROPRIATIONS

General Government 800,000

Public Safety 105,999

Transportation 213,416

Physical Environment 521,825

Non Expenditures:

Transfers to Other Funds 800,000

TOTAL PROPOSED APPROPRIATIONS 2,441,240

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 14th day of November 2024.

Mayor

ATTEST:

City Clerk

4th Quarter Budget Adjustments Additional Information

<u>Fund:</u>	<u>Description</u>	<u>Amount</u>	<u>Reason</u>
General Fund			
Police	JAG Bullet Proof Vest Grant	12,115	City received Grant Funding
Police	FDLE Grant to replace Drones (2)	50,000	City Commission approved 8/12/24, Awarded to City 9/12/24
Miscellaneous	Transfer to Health Insurance Fund to correct Claims/Premium Budget	800,000	FY 24 actuals were overbudget
	Total General Fund	862,115	
Electric Fund			
	WaWA Project (add to Electric Capital Project Budget)	211,536	Project is moving forward, Electric received Dev Contributed funds \$139,853
	Ringpower Dealership Project (add to Electric Capital Project Budget)	164,473	Project is moving forward, Electric received Dev Contributed funds \$12,807
	4th & Magnolia Parking Lot lights project	21,871	Add project to current budget
	Total Electric Fund	397,880	
Gas Fund			
	Silver Lake Estates Phase I	123,945	City Commission approved project 9/11/23, City Received Developer payment
	Total Gas Fund	123,945	
Airport Fund			
	Increase FDOT Grant Funding Airfield Marking of RW 04/22	65,416	City Commission approved 7/22/24
	Increase FDOT Grant Funding Preliminary Assessment for NE Quadrant	148,000	City Commission approved 6/10/24
	Total Airport Fund	213,416	
Health Insurance			
	FY 24 Expenses higher than Budget (Claims & Premiums)	800,000	Discussed during Budget process, adjust budget for FY 24, Transfer from G.F.
	Total Health Insurance Fund	800,000	
Police Impact Fees			
	Purchase 12 radios for new FY 25 employees, Better pricing	43,884	City was able to get lower pricing by buying at end of FY 24, saved money, funds were removed from FY 25 budget
	Total Police Impact Fees	43,884	
	Total 4th Qtr Budget Adjustments	2,441,240	

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.6.

Meeting Date: November 12, 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 Interlocal Agreement between the City of Leesburg, and Sumter Landing Community Development District; and providing an effective date.

Staff Recommendation:

Approve resolution.

Analysis:

The City and Villages has a certain agreement allowing Leesburg municipal services to be provided in the Villages of West Lake. This resolution allows those agreements to be transferred from the Villages, as the developer, to the Villages CDD, which is the authority which manages services within the Villages.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF LEESBURG, AND
SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT; 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 Interlocal Agreement with Sumter Landing Community Development District.

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 12th day of November 2024.

Mayor

ATTEST:

City Clerk

**INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF LEESBURG, FLORIDA
AND
SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT**

THIS INTERLOCAL AGREEMENT (the “Agreement”) is entered into this ____ day of _____, 2024, by and between the **CITY OF LEESBURG, FLORIDA** (the “City”), and **SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT** (the “District”).

RECITALS:

A. The District is a Community Development District authorized by Chapter 190, Florida Statutes (the “Act”), and created pursuant to Ordinance No. 02-6 duly adopted by the Board of County Commissioners of Sumter County, Florida on March 27, 2002, as amended.

B. The City is a Florida municipal corporation.

C. The District is authorized by the Act to exercise those powers conferred by the Act.

D. Pursuant to the Act, including Section 190.011(12) and 190.012(1)(g)-(h), Florida Statutes, the Ordinances of Sumter County relating to the District, and Section 163.01, Florida Statutes, the City and District may provide by interlocal agreement for the District, in designated places which are within or without the District’s geographical boundaries and within the municipal boundaries of the City, to exercise those powers conferred by the Act.

E. Pursuant to those powers conferred by the Act, the District proposes to exercise those powers described herein within that portion of the City lying within the development known as “The Villages of West Lake”, as more particularly described in certain Florida Statute Chapter 163 Development Agreements entered into between the City and The Villages Land Company, LLC, a Florida limited liability company, and/or its affiliates from time to time.

NOW THEREFORE, the City and the District agree as follows:

1. **Authority.** This Agreement is entered into pursuant to the authority set forth in Chapters 163 and 190, Florida Statutes and is consistent with the Comprehensive Plan for the City.

2. **Definitions.** Capitalized terms used and not otherwise defined in this Agreement shall have the meaning ascribed to such term in the Act.

3. **Additional Powers of the District.** In addition to any powers that the District may have pursuant to law, prior interlocal agreement, or otherwise, the City hereby consents to the exercise by the District and further agrees that the District shall have and is hereby granted the right within the boundaries of those portions of the City lying within The Villages of West Lake,

the authority to exercise those powers authorized under Section 190.012(2), Florida Statutes, with the exception of those powers described in Section 190.012(2)(f), and to exercise those powers necessary or incidental thereto, including the right to set and collect fees. The powers shall include, but are not limited to, provision of 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. The foregoing shall not be construed to authorize the District to charge ad valorem taxes or assessments outside the geographic boundaries of the District.

4. **Revenue Bonds; City Not Liable.** The City acknowledges that the District may issue bonds of the District in accordance with the Constitution and laws of the State of Florida and the Act, to finance the acquisition, construction and expansion of facilities, which bonds may be secured by and payable from revenues derived from the operation of the facilities, including revenues from the service provided within the territory governed by this Agreement. Any such revenue bonds issued by the District shall neither be, nor constitute, general obligation or indebtedness of the City, the State of Florida or any political subdivision thereof, but shall be payable solely from and secured by a lien upon and a pledge of revenues of the facilities and all monies in the funds and accounts established under the indenture pursuant to which any such bonds are issued or other security provided by the District, in the manner and to the extent provided in such indenture. No bondholder shall ever have the right to compel the exercise of the ad valorem taxing power of the City, or the State of Florida, or of any political subdivision thereof, or taxation in any form on any real or personal property to pay any such bonds or the interest thereon, nor shall any bondholder be entitled to payment of such principal and interest from any other funds of the City, the State of Florida, or any political subdivision thereof, other than from the security pledged by the District in such indenture.

5. **Term.** Unless earlier terminated or extended by mutual agreement of the parties, this Agreement shall expire ninety-nine (99) years from the date hereof.

6. **Amendment.** This Agreement may be modified or terminated in writing only by the mutual agreement of both parties in accordance with their respective laws, rules, and procedures. Upon termination of this Agreement, the City shall have no duty to maintain or service and shall have no ownership interest in any personal property in place pursuant to this Agreement.

7. **Severability.** If any one or more of the covenants, agreements, or provisions of this Agreement shall be held contrary to any expressed provision of law or contrary to any policy or expressed law, although not expressly prohibited, any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void, and shall be deemed separate from the remaining covenants, agreements, or provisions of this Agreement.

8. **Matters Unaffected.** No right or obligation that may currently or subsequently exist respecting the parties and their relationship one to the other shall be deemed waived or

otherwise affected by this Agreement unless such right or obligation is specifically addressed herein.

9. ***Effective Date.*** This Agreement shall become effective upon the filing of the fully executed Agreement with the clerk of the circuit court of Sumter County, as required by subsection 163.01(11), Florida Statutes.

10. ***Amendment.*** Any amendments to this Agreement must likewise be executed by both parties and filed with the clerk of the circuit court of the County before becoming effective.

11. ***Miscellaneous.*** The parties agree that in the event of any litigation related to the construction or enforcement of any of the provisions of this Agreement: (a) each party shall bear and be responsible for its own attorneys' fees and costs; (b) this Agreement shall be construed in accordance with the law of the State of Florida; (c) venue for any action concerning this Agreement shall be in Lake County, Florida; and (d) because both parties participated in the drafting of this Agreement, the Agreement shall not be construed more favorably toward either of the parties.

IN WITNESS WHEREOF, the City and the District have executed this Agreement by their duly authorized representative.

AS TO CITY:

CITY OF LEESBURG, FLORIDA

ATTEST:

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

FOR THE USE AND RELIANCE OF
CITY OF LEESBURG, FLORIDA, ONLY,
APPROVED AS TO FORM AND LEGALITY

City Attorney

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 20__, by _____, as _____, of and on behalf of City of Leesburg, Florida, who did not take an oath and is personally known to me.

Notary Public – State of Florida

Print Name:_____

Commission Number:_____

Commission Expires:_____

AS TO DISTRICT:

**SUMTER LANDING COMMUNITY
DEVELOPMENT
DISTRICT**

ATTEST:

Kenneth C. Blocker, District Manager

By:_____

Print Name:_____

Title:_____

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 20__, by _____, as _____, of and on behalf of Sumter Landing Community Development District, who did not take an oath and is personally known to me.

Notary Public – State of Florida

Print Name:_____

Commission Number:_____

Commission Expires:_____

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.1.

Meeting Date: November 12, 2024

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

Subject: An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 10.02 +/- acres; and being generally located west of U.S. Highway 27 and north of El Presidente Boulevard lying in Section 25, Township 20 South, Range 24 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date. (Blue Ridge Storage ANNX)

Staff Recommendation:

The Planning and Zoning staff and the Planning Commission recommend approval of the proposed ordinance for annexation of 10.02 +/- acres.

Analysis:

The applicant has submitted a request for annexation of approximately 10.02 +/- acres, generally located west of US Highway 27 and north of El Presidente Boulevard, as shown on the attached General Location Map. At this time, the property is vacant and undeveloped. The current zoning is Lake County PUD (Planned Unit Development); the proposed zoning is City PUD (Planned Unit Development). The proposed use is self-storage facility.

The property is surrounded by Lake County PUD (Planned Unit Development), RMRP (Mobile Home Rental Park District), and Leesburg PUD (Planned Unit Development). Under the conditions of the PUD (Planned Unit Development) zoning case which is also on this agenda, no negative impacts are anticipated to adjacent properties.

Also, on this City Commission agenda, is a Small-Scale Comprehensive Plan Amendment, which along with the Planned Unit Development Application, had recommendations for approval from the staff and Planning Commission at the public hearing held on August 22, 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 10.02 +/- ACRES; AND BEING GENERALLY LOCATED WEST OF U.S. HIGHWAY 27 AND NORTH OF EL PRESIDENTE BOULEVARD LYING IN SECTION 25, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; PROVIDING THAT SAID PROPERTY SO ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY; PROVIDING THAT SUCH ANNEXED PROPERTY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL SUCH TERRITORY HAD BEEN A PART OF THE CITY OF LEESBURG AT THE TIME OF PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES; PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE PLACED IN CITY COMMISSION DISTRICT 3; AND PROVIDING AN EFFECTIVE DATE. (BLUE RIDGE STORAGE ANNEX)

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

Section 1

Based upon the petition of *Joseph Bricklemeyer, "Permittee"*, on behalf of Infinity Holdings III, LLC, "Owner", for the property hereinafter described, shall be annexed into the city limits of the City of Leesburg, Florida, which petition has heretofore been approved by the City Commission of the City of Leesburg, Florida, pursuant to the provisions of the Laws of Florida, the hereinafter described property is hereby annexed and made a part of the city limits of the City of Leesburg, Florida. The subject property lying and situated in Lake County, Florida, is more particularly described as:

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

Section 2.

All of the property, real and personal, within said annexed territory, described in Section 1 above, as provided by this ordinance, and the inhabitants thereof, shall be subject to the government, jurisdiction, powers, franchises, duties, and privileges of the City of Leesburg, Florida, and the said annexed property shall be liable, proportionately, for all of the present outstanding and existing, as well as future, indebtedness of the City of Leesburg, Florida; that all of the ordinances of the City of Leesburg, and all the laws heretofore passed by the Legislature of the State of Florida relating to and which now or hereafter constitute its Charter, shall apply to and have the same force and effect on such annexed territory as if all such annexed territory had been a part of the City of Leesburg, Florida, at the time of the passage and approval of said laws and ordinances. The property annexed here by is assigned to City Commission District 3.;

Section 3.

All ordinances or parts of ordinances in conflict 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 12th day of November 2024.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Exhibit A – Legal Description

THAT PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 AND THAT PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 24 EAST IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF THE EAST 660 FEET OF THE SOUTH 284 FEET OF THE NORTH 550 FEET OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25, RUN EASTERLY PARALLEL WITH THE NORTH LINE OF SAID SECTION 25 TO A POINT THAT IS 600 FEET WEST OF THE WESTERLY LINE OF THE RIGHT OF WAY OF U.S. HIGHWAY NO. 27; THENCE RUN SOUTHEASTERLY PARALLEL WITH THE WESTERLY LINE OF SAID RIGHT OF WAY TO A POINT THAT IS 300 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25; THENCE EAST TO A POINT ON A LINE THAT IS 500 FEET WEST OF AND PARALLEL WITH THE WESTERLY LINE OF SAID RIGHT OF WAY, THENCE SOUTHEASTERLY ALONG SAID PARALLEL LINE TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25; THENCE CONTINUE SOUTHEASTERLY ALONG SAID PARALLEL LINE TO A POINT THAT IS 300 FEET SOUTH OF SAID SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE WEST TO A POINT ON A LINE THAT IS 600 FEET WEST AND PARALLEL TO SAID WESTERLY LINE OF THE RIGHT OF WAY OF U. S. HIGHWAY NO. 27; THENCE RUN SOUTHEASTERLY ALONG SAID PARALLEL LINE FOR A DISTANCE OF 218.18 FEET TO THE NORTH LINE OF A 170.00 FOOT WIDE FLORIDA POWER CORPORATION EASEMENT (LAW #7513, CIRCUIT COURT OF LAKE COUNTY, FLORIDA, DRAWING #T-4707-D-3) SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 10°35'00" EAST ALONG SAID PARALLEL LINE FOR A DISTANCE OF 186.75 FEET TO THE SOUTH LINE OF SAID FLORIDA POWER CORPORATION EASEMENT; THENCE RUN SOUTH 76°07'58" EAST ALONG THE SOUTH LINE FOR A DISTANCE OF 648.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID U.S. HIGHWAY NO. 27; THENCE RUN NORTH 10°35'00" WEST ALONG THE SAID WESTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 186.75 FEET TO THE AFORESAID NORTH LINE OF SAID FLORIDA POWER CORPORATION EASEMENT; THENCE RUN NORTH 76°07'58" WEST ALONG THE SAID NORTHERLY LINE FOR A DISTANCE OF 648.00 FEET TO THE POINT OF BEGINNING.

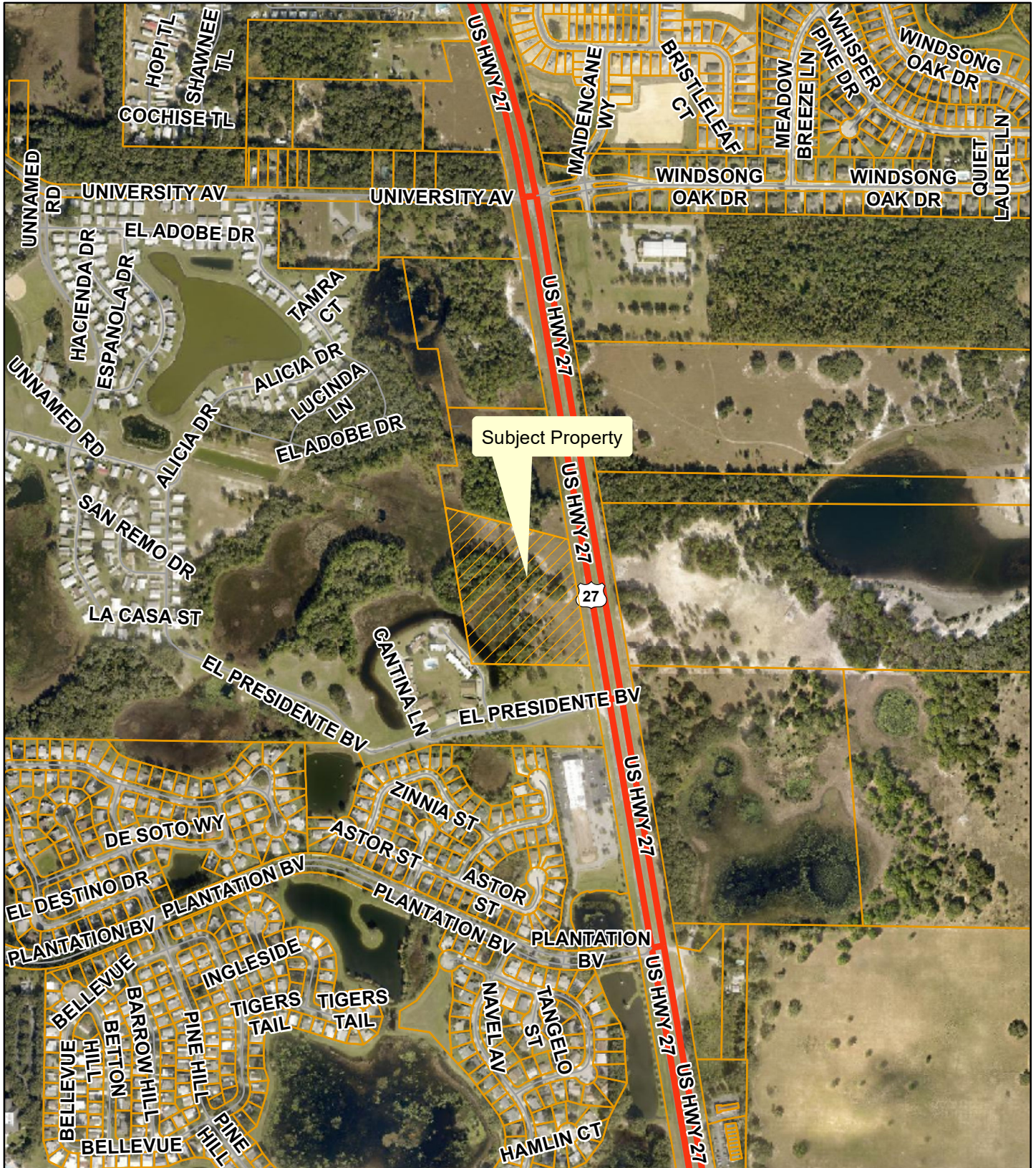
AND

THAT PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 AND THAT PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 24 EAST. IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

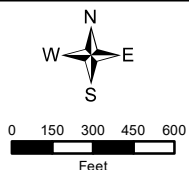
FROM THE SOUTHWEST CORNER OF THE EAST 660 FEET OF THE SOUTH 284 FEET OF THE NORTH 550 FEET OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25, RUN EASTERLY PARALLEL WITH THE NORTH LINE OF SAID SECTION 25 TO A POINT THAT IS 600 FEET WEST OF THE WESTERLY LINE OF THE RIGHT OF WAY OF U.S. HIGHWAY NO. 27; THENCE RUN SOUTHEASTERLY PARALLEL WITH THE WESTERLY LINE OF SAID RIGHT OF WAY TO A POINT THAT IS 300 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25; THENCE EAST TO A POINT ON A LINE THAT IS 500 FEET WEST OF AND PARALLEL WITH THE WESTERLY LINE OF SAID RIGHT OF WAY, THENCE SOUTHEASTERLY ALONG SAID PARALLEL LINE TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1 /4 OF SAID SECTION 25; THENCE CONTINUE SOUTHEASTERLY ALONG SAID PARALLEL LINE TO A POINT THAT IS 300 FEET SOUTH OF SAID SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE WEST TO A POINT ON A LINE THAT IS 600 FEET WEST AND PARALLEL TO SAID WESTERLY LINE OF THE RIGHT OF WAY OF U. S. HIGHWAY NO. 27; THENCE RUN SOUTHEASTERLY ALONG SAID PARALLEL LINE FOR A DISTANCE OF 404.93 FEET TO THE SOUTH LINE OF A 170.00 FOOT WIDE FLORIDA POWER CORPORATION EASEMENT (LAW #7513 CIRCUIT COURT LAKE COUNTY, FLORIDA, DRAWING #T-4707-D-3) SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 10°35'00" EAST ALONG SAID PARALLEL LINE FOR A DISTANCE OF 632.03 FEET TO THE SOUTH LINE OF NORTH 1/2 OF SAID SECTION 25; THENCE RUN NORTH 89° 59'21" EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 600.07 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID U. S. HIGHWAY NO. 27; THENCE RUN NORTH 10°35'00" WEST ALONG THE SAID WESTERLY RIGHT OF WAY FOR A DISTANCE OF 473.92 FEET TO THE AFORESAID SOUTH LINE OF A FLORIDA POWER CORPORATION EASEMENT; THENCE RUN NORTH 76°07'58" WEST ALONG THE SAID SOUTHERLY LINE OF THE FLORIDA POWER CORPORATION EASEMENT FOR A DISTANCE OF 648.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 10.01 ACRES MORE OR LESS.

Extended Locator



**Planning
& Zoning
Division**

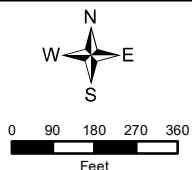


Blue Ridge Storage
ANX-24-215; SSCP-24-216; PUD-24-217
AK #3834181
July 29, 2024

Aerial

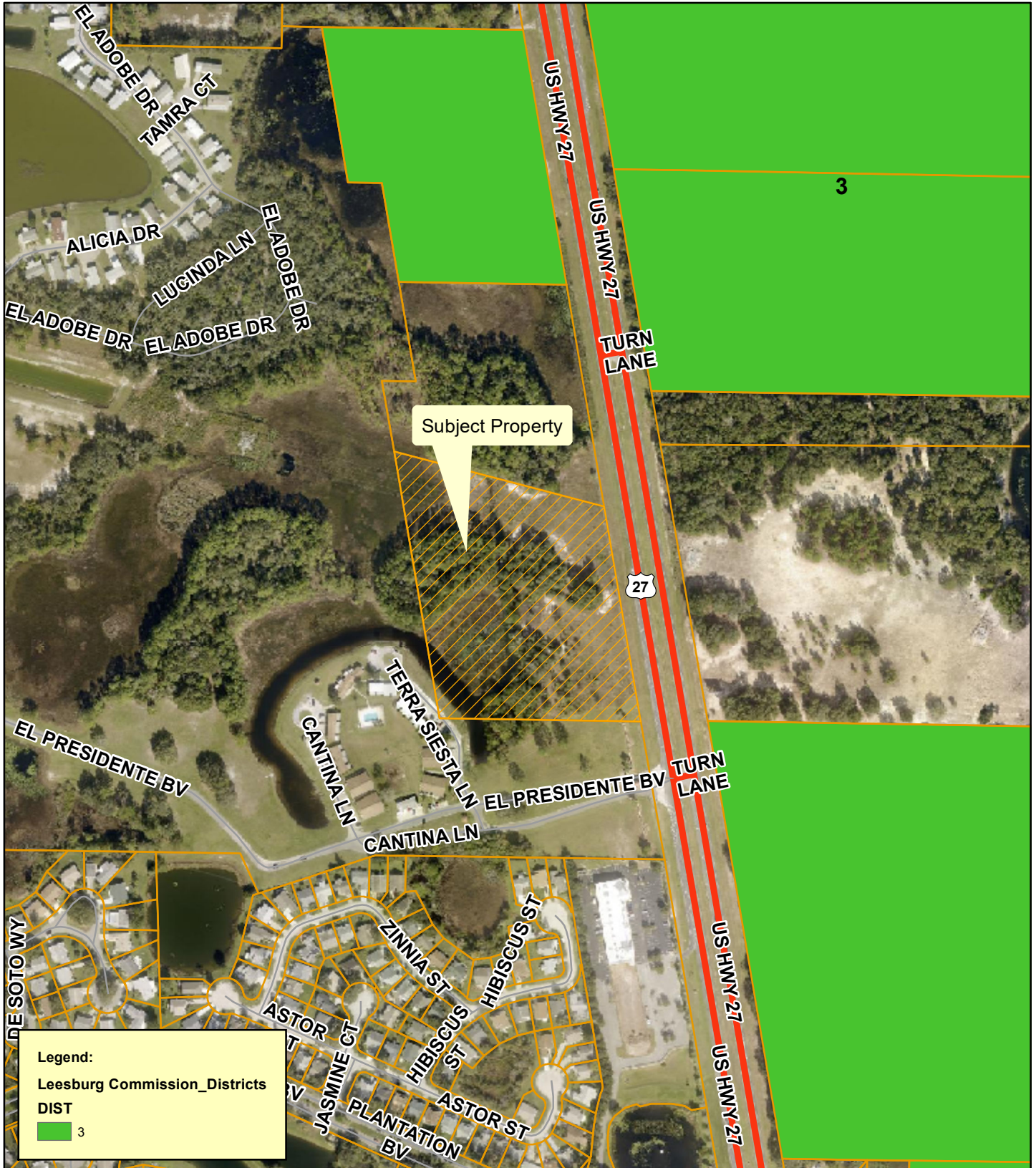


**Planning
& Zoning
Division**

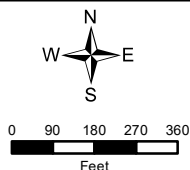


Blue Ridge Storage
ANNX-24-215; SSCP-24-216; PUD-24-217
AK #3834181
July 29, 2024

Commission District



**Planning
& Zoning
Division**



Blue Ridge Storage
 ANNX-24-215; SSCP-24-216; PUD-24-217
 AK #3834181
 July 29, 2024

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.2.

Meeting Date: November 12, 2024

From: Dan Miller, (Planning and Zoning Director), Christine Rock, (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 10.02 +/- acres from Lake County Urban Low Density to Leesburg General Commercial, for a property generally located west of U.S. Highway 27 and north of El Presidente Boulevard lying in Section 25, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Blue Ridge Storage SSCP)

Staff Recommendation:

The Planning & Zoning Staff and the Planning Commission recommend approval of the proposed small scale comprehensive plan amendment of the City's Future Land Use Map on 10.02 +/- acres from Lake County Urban Low Density to Leesburg General Commercial.

Analysis:

The project site is 10.02 +/- acres in size and is generally located west of US Highway 27 and north of El Presidente Boulevard. Currently, the property is vacant and undeveloped acreage. The proposed use is self-storage facility. The surrounding Future Land Use Map designations of Lake County Urban Low Density and Rural Transition and Leesburg Estate Residential are compatible, as conditioned in the PUD zoning, with the proposed future land use designation of General Commercial. The proposed zoning designation of PUD (Planned Unit Development) will provide for development that is consistent with the City's adopted Growth Management Plan and would allow an appropriate use for the property.

The Planning Commission held a public hearing on the application on August 22, 2024 and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the requested small scale comprehensive plan amendment from Lake County Urban Low Density to Leesburg General Commercial; or

2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

Future development of the property will increase the 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 10.02 +/- ACRES FROM LAKE COUNTY URBAN LOW DENSITY TO LEESBURG GENERAL COMMERCIAL, FOR A PROPERTY GENERALLY LOCATED WEST OF U.S. HIGHWAY 27 AND NORTH OF EL PRESIDENTE BOULEVARD LYING IN SECTION 25, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (BLUE RIDGE STORAGE SSCP)

WHEREAS, the City Commission has received written objections, recommendations, and comments from the City of Leesburg Planning Commission, acting as the Local Planning Agenda, regarding amendment of the Comprehensive Plan of the City of Leesburg, and has made recommendations to the City Commission for amendment of the Plan; and

WHEREAS, the City Commission of the City of Leesburg has held public hearings on the proposed amendment to the plan, in light of written comments, proposals and objections from the general public;

NOW, THEREFORE,

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

Section 1.

The Growth Management Plan of the City of Leesburg, adopted by the City of Leesburg on December 10, 2012, pursuant to the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes, after public hearings by the City of Leesburg Planning Commission, is hereby amended in the following manner;

The Future Land Use Map is amended by changing the designation of approximately 10.02 +/-acres of land generally located west of US Highway 27 and north of El Presidente Boulevard from Lake County Urban Low Density to Leesburg General Commercial, as shown on the revised map of said area, lying in Section 25, Township 20 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 12th day of November 2024.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Exhibit A – Legal Description

THAT PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 AND THAT PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 24 EAST IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF THE EAST 660 FEET OF THE SOUTH 284 FEET OF THE NORTH 550 FEET OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25, RUN EASTERLY PARALLEL WITH THE NORTH LINE OF SAID SECTION 25 TO A POINT THAT IS 600 FEET WEST OF THE WESTERLY LINE OF THE RIGHT OF WAY OF U.S. HIGHWAY NO. 27; THENCE RUN SOUTHEASTERLY PARALLEL WITH THE WESTERLY LINE OF SAID RIGHT OF WAY TO A POINT THAT IS 300 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25; THENCE EAST TO A POINT ON A LINE THAT IS 500 FEET WEST OF AND PARALLEL WITH THE WESTERLY LINE OF SAID RIGHT OF WAY, THENCE SOUTHEASTERLY ALONG SAID PARALLEL LINE TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25; THENCE CONTINUE SOUTHEASTERLY ALONG SAID PARALLEL LINE TO A POINT THAT IS 300 FEET SOUTH OF SAID SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE WEST TO A POINT ON A LINE THAT IS 600 FEET WEST AND PARALLEL TO SAID WESTERLY LINE OF THE RIGHT OF WAY OF U. S. HIGHWAY NO. 27; THENCE RUN SOUTHEASTERLY ALONG SAID PARALLEL LINE FOR A DISTANCE OF 218.18 FEET TO THE NORTH LINE OF A 170.00 FOOT WIDE FLORIDA POWER CORPORATION EASEMENT (LAW #7513, CIRCUIT COURT OF LAKE COUNTY, FLORIDA, DRAWING #T-4707-D-3) SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 10°35'00" EAST ALONG SAID PARALLEL LINE FOR A DISTANCE OF 186.75 FEET TO THE SOUTH LINE OF SAID FLORIDA POWER CORPORATION EASEMENT; THENCE RUN SOUTH 76°07'58" EAST ALONG THE SOUTH LINE FOR A DISTANCE OF 648.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID U.S. HIGHWAY NO. 27; THENCE RUN NORTH 10°35'00" WEST ALONG THE SAID WESTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 186.75 FEET TO THE AFORESAID NORTH LINE OF SAID FLORIDA POWER CORPORATION EASEMENT; THENCE RUN NORTH 76°07'58" WEST ALONG THE SAID NORTHERLY LINE FOR A DISTANCE OF 648.00 FEET TO THE POINT OF BEGINNING.

AND

THAT PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 AND THAT PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 24 EAST. IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF THE EAST 660 FEET OF THE SOUTH 284 FEET OF THE NORTH 550 FEET OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25, RUN EASTERLY PARALLEL WITH THE NORTH LINE OF SAID SECTION 25 TO A POINT THAT IS 600 FEET WEST OF THE WESTERLY LINE OF THE RIGHT OF WAY OF U.S. HIGHWAY NO. 27; THENCE RUN SOUTHEASTERLY PARALLEL WITH THE WESTERLY LINE OF SAID RIGHT OF WAY TO A POINT THAT IS 300 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25; THENCE EAST TO A POINT ON A LINE THAT IS 500 FEET WEST OF AND PARALLEL WITH THE WESTERLY LINE OF SAID RIGHT OF WAY, THENCE SOUTHEASTERLY ALONG SAID PARALLEL LINE TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1 /4 OF SAID SECTION 25; THENCE CONTINUE SOUTHEASTERLY ALONG SAID PARALLEL LINE TO A POINT THAT IS 300 FEET SOUTH OF SAID SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE WEST TO A POINT ON A LINE THAT IS 600 FEET WEST AND PARALLEL TO SAID WESTERLY LINE OF THE RIGHT OF WAY OF U. S. HIGHWAY NO. 27; THENCE RUN SOUTHEASTERLY ALONG SAID PARALLEL LINE FOR A DISTANCE OF 404.93 FEET TO THE SOUTH LINE OF A 170.00 FOOT WIDE FLORIDA POWER CORPORATION EASEMENT (LAW #7513 CIRCUIT COURT LAKE COUNTY, FLORIDA, DRAWING #T-4707-D-3) SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 10°35'00" EAST ALONG SAID PARALLEL LINE FOR A DISTANCE OF 632.03 FEET TO THE SOUTH LINE OF NORTH 1/2 OF SAID SECTION 25; THENCE RUN NORTH 89° 59'21" EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 600.07 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID U. S. HIGHWAY NO. 27; THENCE RUN NORTH 10°35'00" WEST ALONG THE SAID WESTERLY RIGHT OF WAY FOR A DISTANCE OF 473.92 FEET TO THE AFORESAID SOUTH LINE OF A FLORIDA POWER CORPORATION EASEMENT; THENCE RUN NORTH 76°07'58" WEST ALONG THE SAID SOUTHERLY LINE OF THE FLORIDA POWER CORPORATION EASEMENT FOR A DISTANCE OF 648.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 10.01 ACRES MORE OR LESS.



CITY OF LEESBURG PLANNING & ZONING DEPARTMENT RECOMMENDATIONS

DATE: August 22, 2024
OWNER: Infinity Holdings III. LLC – Yicxy Pringle, Manager
PETITIONER: Joseph Bricklemeyer
PROJECT: Blue Ridge Storage
REQUEST: Small Scale Comprehensive Plan Amendment from Lake County Urban Low Density to City General Commercial and Rezoning from Lake County PUD (Planned Unit Development) to City PUD (Planned Unit Development).
CASE NO.: SSCP-24-216

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 General Commercial is compatible with the adjacent Future Land Use designations of Lake County Urban Low Density and Rural Transition; City of Leesburg Estate Residential.
3. The proposed request is compatible with the proposed zoning of PUD (Planned Unit Development) for self-storage facility (indoor and outdoor storage).
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 Low Density and City of Leesburg General Commercial, and forward the recommendation to the City Commission for consideration.

**CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY**

DATE: August 22, 2024
OWNER: Infinity Holdings III. LLC – Yicxy Pringle, Manager
PETITIONER: Infinity Holdings III. LLC – Yicxy Pringle, Manager
PROJECT: Blue Ridge Storage
REQUEST: Small Scale Comprehensive Plan Amendment from Lake County Urban Low Density to City General Commercial and Rezoning from Lake County PUD (Planned Unit Development) to City PUD (Planned Unit Development)
CASE NO.: ANNX-24-215; SSCP-24-216; PUD-24-217

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 8/16/2024.

FIRE

No comments received as of 8/16/2024.

ELECTRIC

This is outside of Leesburg Electric Service Territory. No objections. – Steve Davis, 8/5/2024.

GAS

No comment. – Wayne Williams, 8/5/2024.

GIS

No comments received as of 8/16/2024.

BUILDING

No comments received as of 8/16/2024.

PUBLIC WORKS

Public Works has no issues with this item. – Cliff Kelsey, 8/5/2024.

GIS/ADDRESSING

No comments received as of 8/16/2024.

HOUSING & REDEVELOPMENT

No comments received as of 8/16/2024.

LAKE COUNTY PUBLIC WORKS

I have no comment. – Seth Lynch, 8/2/2024.

LAKE COUNTY SCHOOLS

No comment for the self-storage facility. – Helen LaValley, 8/15/2024

PUBLIC RESPONSES

Approval

No comments received as of 8/16/2024.

Disapproval

No comments received as of 8/16/2024.

No comment

No comments received as of 8/16/2024.

Notice of Appearance filed:

None received as of 8/16/2024.

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

No comments received as of 8/16/2024.

PUBLIC COMMENTS (DISAPPROVAL)

No comments received as of 8/16/2024.

**CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY**

DATE: August 11, 2024
OWNER: Infinity Holdings III. LLC – Yicxy Pringle, Manager
PETITIONER: Infinity Holdings III. LLC – Yicxy Pringle, Manager
PROJECT: Blue Ridge Storage
REQUEST: Small Scale Comprehensive Plan from Lake County Urban Low Density to City General Commercial and Rezoning from Lake County PUD (Planned Unit Development) to City PUD (Planned Unit Development)
CASE NO.: ANNX-24-215; SSCP-24-216; PUD-24-217

GENERAL LOCATION: West of US Highway 441 and north of El Presidente Boulevard

FUTURE LAND USE DESIGNATION: Lake County Urban Low Density

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Lake County Urban Low Density
South – Lake County Urban Low Density
East – Lake County Rural Transition; City of Leesburg Estate Residential
West – Lake County Urban Low Density

PROPOSED FUTURE LAND USE DESIGNATION: City General Commercial

EXISTING ZONING DESIGNATION: County PUD (Planned Unit Development)

SURROUNDING ZONING DESIGNATIONS:

North – Lake County PUD (Planned Unit Development)
South – Lake County RMRP (Mobile Home Rental Park District)
East – Lake County RMRP (Mobile Home Rental Park District); City of Leesburg PUD (Planned Unit Development)
West – Lake County RMRP (Mobile Home Rental Park District)

PROPOSED ZONING DESIGNATION: City PUD (Planned Unit Development)

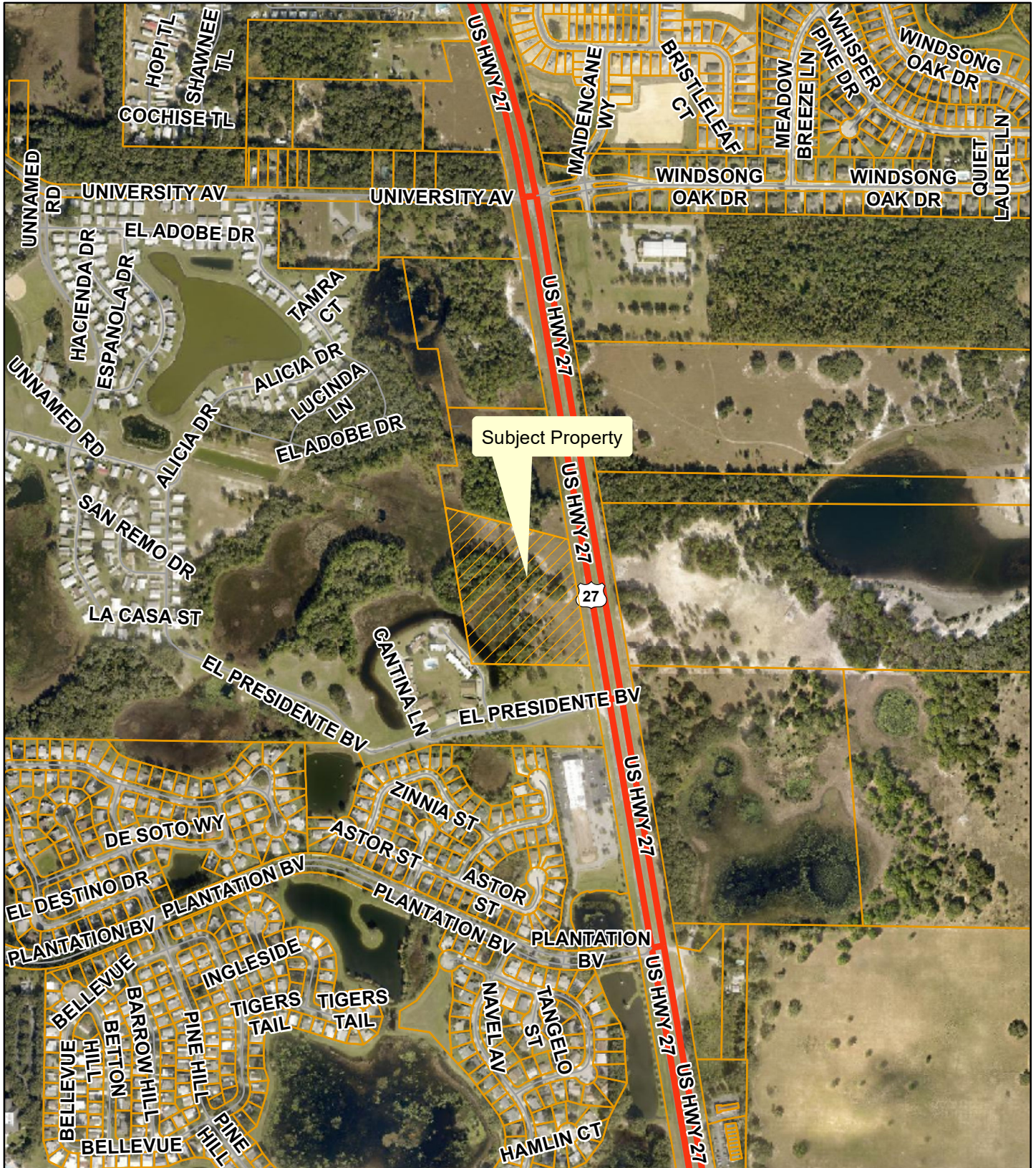
EXISTING LAND USE: Vacant, Undeveloped

SURROUNDING LAND USE:

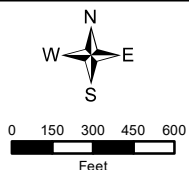
North – Vacant Commercial
South – Spanish Village Mobile Home Park
East – Vacant Non-Agricultural; Pasture - Improved
West – Spanish Village Mobile Home Park

PROPOSED LAND USE: Self-storage facility

Extended Locator



**Planning
& Zoning
Division**

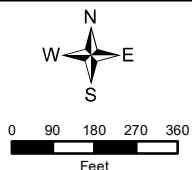


Blue Ridge Storage
ANX-24-215; SSCP-24-216; PUD-24-217
AK #3834181
July 29, 2024

Aerial

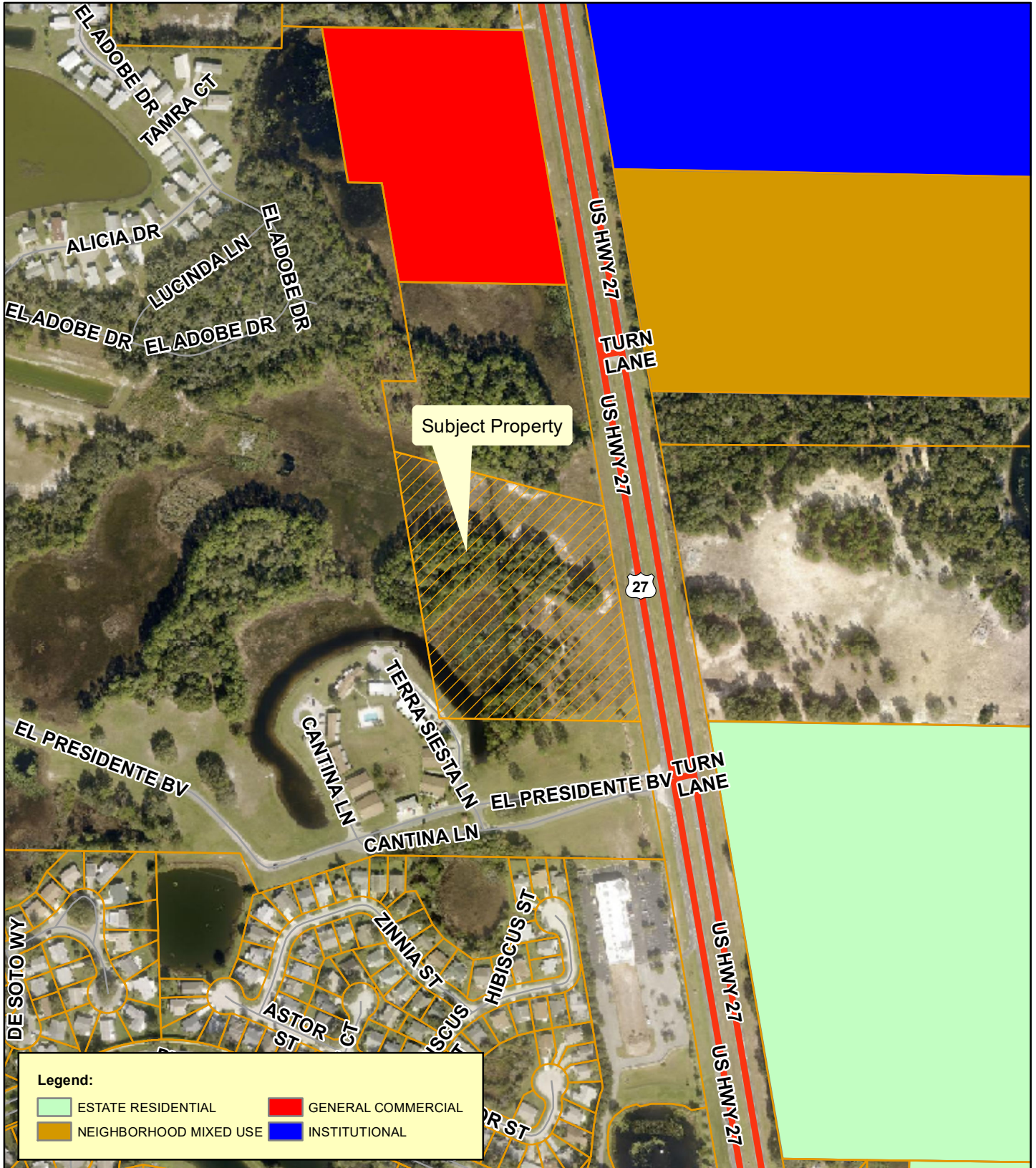


**Planning
& Zoning
Division**

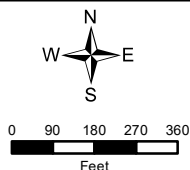


Blue Ridge Storage
ANNX-24-215; SSCP-24-216; PUD-24-217
AK #3834181
July 29, 2024

Future Land Use

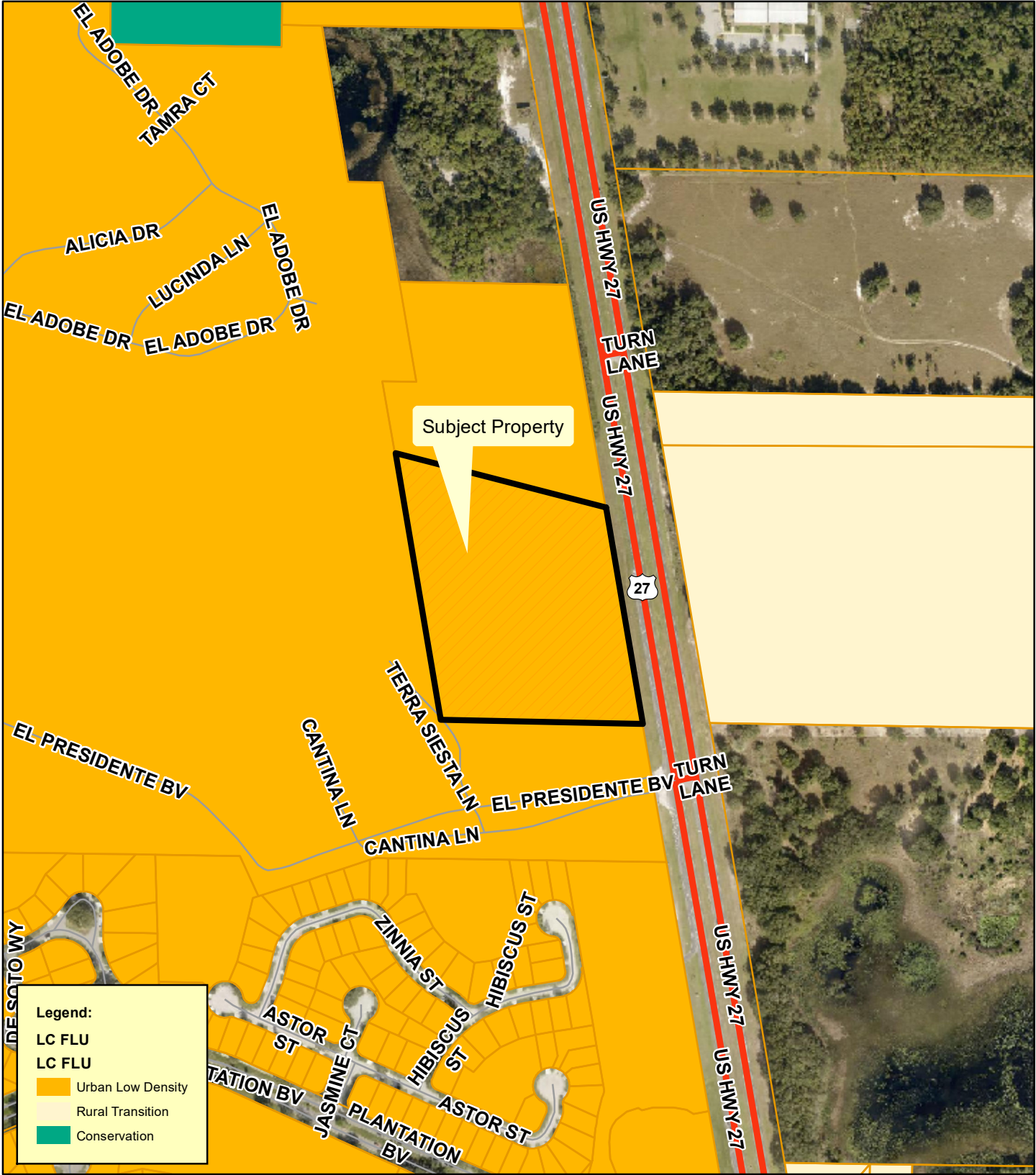


**Planning
& Zoning
Division**

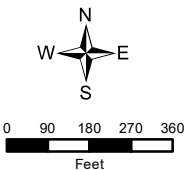


Blue Ridge Storage
 ANNX-24-215; SSCP-24-216; PUD-24-217
 AK #3834181
 July 29, 2024

Lake County Future Land Use

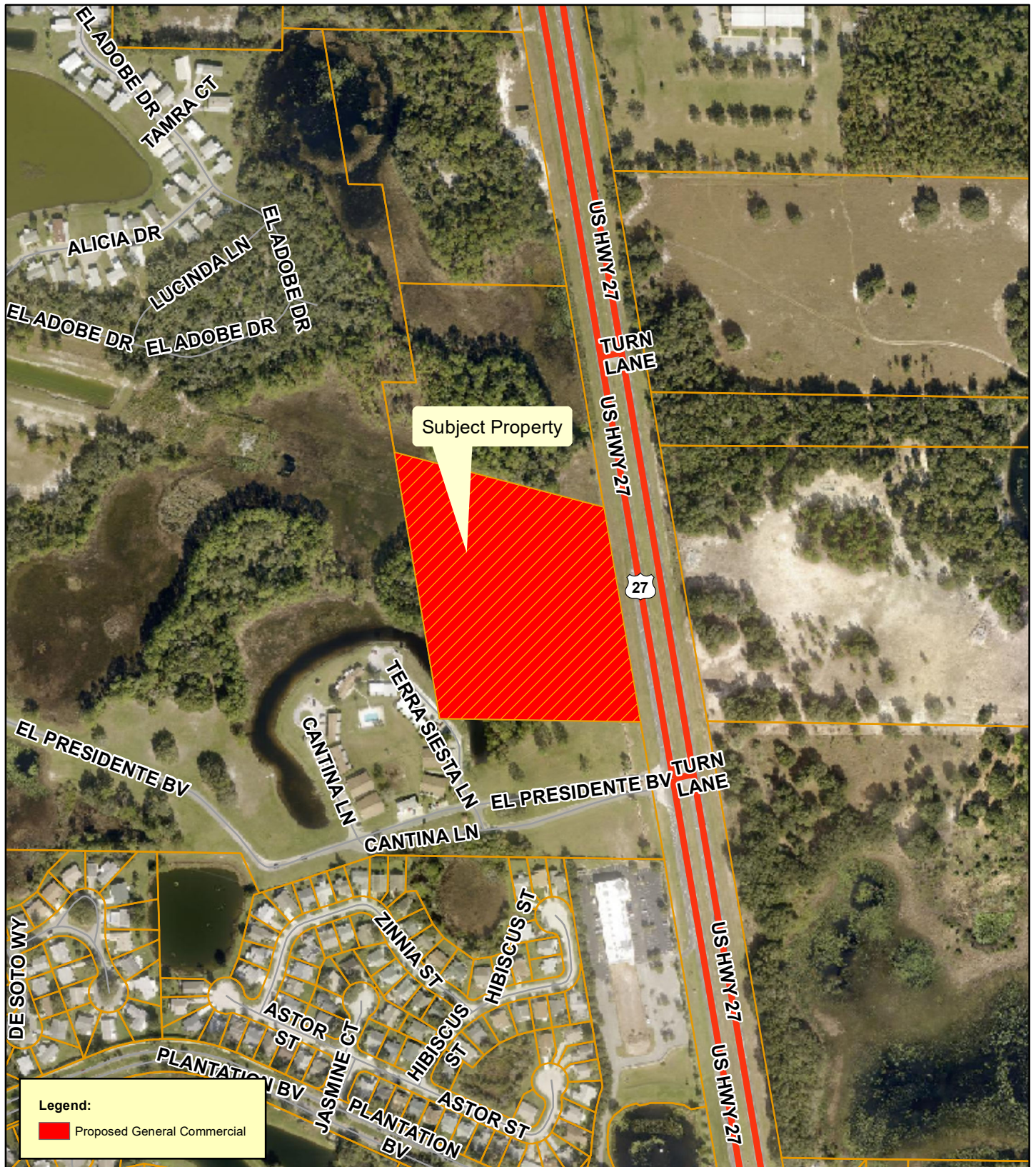


Planning
& Zoning
Division

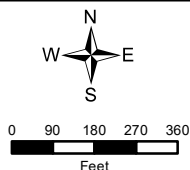


Blue Ridge Storage
ANNX-24-215; SSCP-24-216; PUD-24-217
AK #3834181
July 29, 2024

Proposed Future Land Use



**Planning
& Zoning
Division**

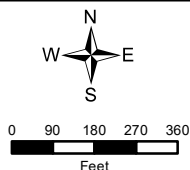


Blue Ridge Storage
ANNX-24-215; SSCP-24-216; PUD-24-217
AK #3834181
July 29, 2024

Surrounding Land Uses



**Planning
& Zoning
Division**



Blue Ridge Storage
ANNX-24-215; SSCP-24-216; PUD-24-217
AK #3834181
July 29, 2024



DRAFT SUMMARY MINUTES OF THE REGULAR MEETING
OF THE PLANNING COMMISSION
CITY HALL

THURSDAY, August 22, 2024 - 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, August 22nd, 2024, at City Hall.

Chairman Tim Sennett called the meeting to order at 4:30 p.m.

The following Commission members were present:

Tim Sennett – Chairman
Nathaniel Sanders – Vice-Chairman
Ted Bowersox
John O’Kelley
Frazier Marshall
Stewart Kaplan
Ze’ Shieca Carter

The following Commission member was absent:

Darin Akkerman

The following Alternate Commission member was present:

Ken Simeone, Alternate; was not seated and did not vote. Mr. Simeone advised that he will not be available for the September 19th, 2024 Planning Commission meeting.

City staff present were Dan Miller, Director, Planning & Zoning, Kandi Harper, Deputy Planning & Zoning Director, Dianne Yekel, Senior Planner, Christine Rock, Senior Planner and Melissa Medders, Planner. City attorney Grant Watson was also present.

The meeting was called to order at 4:30 PM with an invocation given by Commissioner Bowersox, followed by the Pledge of Allegiance to the Flag.

Chairman Sennett asked the city attorney, Grant Watson, to swear in anyone wishing to speak during the proceedings.

City attorney Grant Watson swore in staff as well as anyone wishing to speak.

Dan Miller introduced staff and informed the audience of the rules of participation and the need to sign the speaker's registry. Mr. Miller outlined how Planning Commission meetings are conducted, the rules for public participation during the meeting and the responsibilities of the Planning Commission.

Chairman Sennett called for changes to the Minutes of the July 18th, 2024 Regular Meeting of the Planning Commission. Hearing none, Chairman Sennett called for a motion regarding the **MINUTES OF THE PLANNING COMMISSION MEETING FOR THURSDAY, JULY 18TH, 2024.**

Commissioner (Vice-Chairman) Sanders made a motion to APPROVE the minutes from the July 18th, 2024 Planning Commission regular meeting. Commissioner Bowersox SECONDED the motion, which PASSED by voice vote of 6 – 0. Commissioner Carter abstained because she was not present at the July 18th Planning Commission meeting.

Chairman Sennett called for the first case under new business be brought forward.

NEW BUSINESS

PUBLIC HEARING CASE # SSCP-24-216 – BLUE RIDGE STORAGE – SMALL SCALE COMPREHENSIVE PLAN MAP AMENDMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE FUTURE LAND USE DESIGNATION OF APPROXIMATELY 10.02 +/- ACRES FROM LAKE COUNTY URBAN LOW DENSITY TO CITY OF LEESBURG GENERAL COMMERCIAL, FOR A PROPERTY GENERALLY LOCATED WEST OF US HIGHWAY 27 AND NORTH OF EL PRESIDENTE BOULEVARD, AS LEGALLY DESCRIBED IN SECTION 25, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, SEPTEMBER 23RD, 2024 AND SECOND READING IS TENTATIVELY SCHEDULED FOR TUESDAY, OCTOBER 28TH, 2024)**

(Blue Ridge Storage SSCP)

Mr. Miller provided background information on the cases: uses, size, and location on south U.S. Highway 27.

Christine Rock, Senior Planner, presented the maps and described the conditions on the property and the location of the proposed development.

Mr. Miller provided city staff, county departments, Lake County Schools, and public responses to public notice of these cases. Mr. Miller read the permitted uses on the site under the Conditions of Approval of the Planned Unit Development as well as development requirements. Mr. Miller stated that where the PUD does not speak to development requirements, the development will be guided by C-3 highway zoning district. Building is limited to three (3) stories. Lake County Public Works did not indicate that roadway improvements would be necessary for this project; should be standard acceleration lane and deceleration lane requirements; no septic or well on the site, must connect to city water and sewer.

Mr. Miller read staff Recommendations into the record for both cases (Large Scale Comprehensive Plan Map amendment and Planned Unit Development).

Mr. Miller stated for the record, two minor requests from the applicant that are acceptable to staff: first, Section 4. Development Standards, maximum height is three stories or 35-feet to also allow for parapets in the design of the buildings; the parapets are acceptable because they are to be used to hide rooftop infrastructure such as air conditioning unit and elevator shaft; and second, Section 9. Open Space to allow the fence to be chain link because there are significant spatial buffers of approximately 250-feet between residential uses and the roadway to the south as well as wetlands and trees.

Mr. Miller stated that staff is recommending approval of the cases.

Chairman Sennett called for questions from the applicant. There were none. Chairman Sennett called for questions from the Planning Commission. There were none. Chairman Sennett called for questions from the public. There were none.

Chairman Sennett closed the public portion of the meeting.

Chairman Sennett entertained a motion regarding case # **SSCP-24-216**, and then the voting took place.

Commissioner Bowersox made a motion to APPROVE case # SSCP-24-216 – BLUE RIDGE STORAGE – SMALL SCALE COMPREHENSIVE PLAN MAP AMENDMENT. Commissioner Marshall SECONDED the motion.

Roll call vote was:

Chairman Sennett	Yea
Commissioner Kaplan	Yea
Commissioner O’Kelley	Yea
Commissioner Marshall	Yea
Commissioner (Vice-Chairman) Sanders	Yea
Commissioner Bowersox	Yea
Commissioner Carter	Yea

The motion PASSED by a vote of 7-0.

Chairman Sennett stated that the building height should be limited to three stories and allow for the parapet. Mr. Miller stated that the building height would remain at 35-feet and allow for the parapets. Chairman Sennett agreed.

PUBLIC HEARING CASE # PUD-24-217 – BLUE RIDGE STORAGE – PLANNED UNIT DEVELOPMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING OF APPROXIMATELY 10.02 +/- ACRES FROM LAKE COUNTY PUD (PLANNED UNIT DEVELOPMENT) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT), FOR A PROPERTY GENERALLY LOCATED WEST OF US HIGHWAY 27 AND NORTH OF EL PRESIDENTE BOULEVARD AS LEGALLY DESCRIBED IN SECTION 25, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, SEPTEMBER 23RD, 2024 AND SECOND READING IS TENTATIVELY SCHEDULED FOR TUESDAY, OCTOBER 28TH, 2024)** (Blue Ridge Storage SPUD)

Commissioner Bowersox made a motion to **APPROVE** case # PUD-24-217 – BLUE RIDGE STORAGE – PLANNED UNIT DEVELOPMENT as amended to a building height of 35-foot maximum, allowing the parapet and allowing the existing chain link fence to remain. **Commissioner Carter SECONDED the motion, which PASSED unanimously by verbal roll call vote of 7 – 0.**

Roll call vote was:

Commissioner Kaplan	Yea
Commissioner O’Kelley	Yea
Commissioner Marshall	Yea
Commissioner (Vice-Chairman) Sanders	Yea
Commissioner Bowersox	Yea
Commissioner Carter	Yea
Chairman Sennett	Yea

Chairman Sennett called for the third item under new business be brought forward.

PUBLIC HEARING CASE # SSCP-24-221 – BLOUNT BIRCHMIER LEESBURG LLC – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE FUTURE LAND USE DESIGNATION OF APPROXIMATELY 31 +/- ACRES FROM CITY OF LEESBURG INDUSTRIAL TO CITY OF LEESBURG GENERAL COMMERCIAL, FOR A PROPERTY GENERALLY LOCATED SOUTH OF CR 48, WEST OF US HIGHWAY 27, AND EAST OF

HAYWOOD WORM FARM RD, AS LEGALLY DESCRIBED IN SECTION 14, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(POSTPONED TO SEPTEMBER 19, 2024 PLANNING COMMISSION MEETING)** (Blount Birchmier Leesburg LLC SSCP)

Chairman Sennett called for a motion regarding **CASE # SSCP-24-221 – BLOUNT BIRCHMIER LEESBURG LLC – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT.**

Commissioner Carter made a motion to POSTPONE case # SSCP-24-221 – BLOUNT BIRCHMIER LEESBURG LLC – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT to a date certain of September 19th, 2024 Regular Meeting of the Planning Commission. Commissioner Kaplan SECONDED the motion.

City attorney Watson clarified for the record that the September Planning Commission meeting would occur in Commission Chambers at 4:30 PM on September 19th, 2024.

Commissioner Carter asked why the cases were being postponed. Mr. Miller advised the Planning Commissioners that staff asked the applicant to postpone the applications to the September 19th, 2024 Planning Commission meeting in order to meet with staff to discuss details of the proposed development. The applicant agreed to the postponement.

Roll call vote was:

Commissioner O’Kelley	Yea
Commissioner Marshall	Yea
Commissioner (Vice Chairman) Sanders	Yea
Commissioner Bowersox	Yea
Commissioner Carter	Yea
Chairman Sennett	Yea
Commissioner Kaplan	Yea

The motion PASSED by a vote of 7 – 0.

Chairman Sennett called for the fourth item to be brought forward.

PUBLIC HEARING CASE # PUD-24-222 – BLOUNT BIRCHMIER LEESBURG LLC – PLANNED UNIT DEVELOPMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING OF APPROXIMATELY 31 +/- ACRES FROM CITY OF LEESBURG CIP (COMMERCIAL/INDUSTRIAL PLANNED) TO CITY OF

LEESBURG PUD (PLANNED UNIT DEVELOPMENT), FOR A PROPERTY GENERALLY LOCATED SOUTH OF CR 48, WEST OF US HIGHWAY 27, AND EAST OF HAYWOOD WORM FARM RD, AS LEGALLY DESCRIBED IN SECTION 14, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(POSTPONED TO SEPTEMBER 19, 2024 PLANNING COMMISSION MEETING)** ~~(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, SEPTEMBER 23, 2024 AND SECOND READING IS TENTATIVELY SCHEDULED FOR MONDAY, OCTOBER 14, 2024)~~ (Blount Birchmier Leesburg LLC PUD)

Chairman Sennett called for a motion regarding **PUBLIC HEARING CASE # PUD-24-222 – BLOUNT BIRCHMIER LEESBURG LLC – PLANNED UNIT DEVELOPMENT.**

Commissioner Carter made a motion to POSTPONE CASE # PUD-24-222 – BLOUNT BIRCHMIER LEESBURG LLC – PLANNED UNIT DEVELOPMENT to a date certain of September 19th, 2024 Regular Meeting of the Planning Commission in Commission Chambers. Commissioner Kaplan **SECONDED** the motion.

Roll call vote was:

Commissioner Marshall	Yea
Commissioner (Vice Chairman) Sanders	Yea
Commissioner Bowersox	Yea
Commissioner Carter	Yea
Chairman Sennett	Yea
Commissioner Kaplan	Yea
Commissioner O’Kelley	Yea

The motion to postpone **PASSED** by a voice roll call vote of 7 – 0.

Chairman Sennett called for the fifth item to be brought forward.

PUBLIC HEARING CASE # LSCP-24-233 – LAKE BRIGHT/BRIGHURST – LARGE SCALE COMPREHENSIVE PLAN AMENDMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE FUTURE LAND USE DESIGNATION OF APPROXIMATELY 208.5 +/- ACRES FROM LAKE COUNTY RURAL TO CITY OF LEESBURG ESTATE RESIDENTIAL, FOR A PROPERTY GENERALLY LOCATED EAST OF COUNTY ROAD 33 AND SOUTH OF LAKE BRITE STREET, AND WEST OF COUNTY ROAD 33 AND SOUTH OF DESERT LANE, AS

LEGALLY DESCRIBED IN SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, SEPTEMBER 23RD, 2024 AND SECOND READING IS TENTATIVELY SCHEDULED FOR TUESDAY, NOVEMBER 12TH, 2024)** (Lake Bright/Brighurst LSCP)

Mr. Miller provided background information on the cases: uses, size, and location on south County Road 33. Mr. Miller described the proposed changes to the Future Land Use designation and the Zoning category.

Dianne Yekel, Senior Planner, presented the maps and described the conditions on the property and the location of the proposed development.

Mr. Miller provided city staff, county departments, Lake County Schools, and public responses to public notice of these cases: City of Leesburg Electric Department noted that this site is outside the city's electric service area; Lake County Schools stated that this development will be subject to school concurrency requirement review, mitigation agreement between the developer and the School Board to provide cash payment for new student stations that will be necessary because of the development should it be approved and constructed; and Lake County Public Works provided significant comments regarding roadway improvements along County Road 33; and will review stormwater management plans. Public (citizen) responses from the neighbors with handouts: concerns were for existing cattle on neighbor's property and need for a concrete fence along the Brighurst property. Mr. Miller described the proposed development site plan that included the number of dwelling units and density. Mr. Miller described the "phasing or expiration clause" that limits the life of the PUD to 48-months from approval; if not substantially commenced at 48-months, the site reverts to RE-1 zoning category that requires one acre per dwelling unit. Development must connect to city water and sewer.

Mr. Miller read staff Recommendations into the record for both cases (Large Scale Comprehensive Plan Map amendment and Planned Unit Development).

Mr. Miller stated that staff is recommending approval of the cases.

Commissioner Marshall posed questions regarding Lake Thomas Road in the neighborhood; Lake County stated that they are not responsible for Lake Thomas Road; Mr. Miller stated that the developer is responsible for maintaining the road during development if there are residents taking access from it.

Andrew McCown, Planning Manager, GAI, made a presentation on behalf of the developer describing the proposed development in detail. Mr. McCown handed out a paper presentation detailing the proposed development.

The transportation consultant from Traffic Mobility Consultants spoke regarding the traffic study that is being performed in support of the development; that there is 15% to 20% remaining

capacity; final study will be completed by the time of the City Commission hearing on September 23rd, 2024.

Mr. McCown pointed out two changes being requested: 1) Lot depth reduction from 120-feet to 115-feet; and 2) rear yard building setback reduction from 18-feet to 15-feet.

Chairman Sennett asked if the lot depth allowed for cars to be parked in the driveway without blocking the sidewalk; Mr. Miller responded in the affirmative.

Vice-Chairman Sanders inquired about the price of the homes. Ben Snyder, Hanover Homes, explained that the price-point has not been established because of the lag time between establishment of entitlements, construction, and sale but that the homes will be market rate housing, standard primary homes.

Commissioner Marshall stated that the lot sizes are too small. Mr. Snyder explained that larger lot sizes push the price of a home upward; that Hanover is trying to keep home prices reasonable; and that 50-foot lots allow for a range of house sizes for a range of home buyers.

Chairman Sennett called for public comment and explained that comments are limited to 3-minutes per speaker and asked that the speakers not be repetitive in their comments.

Chairman Sennett open the meeting for public comment.

Public comments were regarding current uses such as private homes, cattle, hogs, and chickens; close proximity of the proposed dwelling units to their homes, concern for loss of privacy; type and height of fence being proposed; concerned for trespass and increased dogs in pastures killing calves; prefer solid 10-foot concrete fence around the proposed development; concern for loss of property value; not fair to push liability (of charging bulls due to trespass) onto current residents; lower value marketing scheme is being proposed; trash along County Road 33; increased traffic volume and noise; increased traffic incidents because of speed, volume, and blind hill; increased pollution.

Mr. Miller explained that the City of Leesburg supports Lake County Public Works Department regarding transportation and road requirements.

The applicant offered rebuttal regarding number of stories of the dwelling units (some but not all could be two story) and the width of the buffer.

Commissioner Bowersox questioned the fencing being proposed. Ben Snyder responded regarding trespass laws and homeowner comments about concrete walls surrounding their property; that homeowners prefer split-rail fence and vegetative buffer for a more rural feel.

Commissioner Bowersox requested a more permanent fence and that the developer respect the current property owners.

Commissioner Carter asked about the traffic study being public information. Mr. Miller stated that it is public information and can be posted on the city's website.

Commissioner Carter asked Mr. Miller to restate the current zoning. Mr. Miller stated that the current zoning is Lake County Agriculture.

Chairman Sennett closed the public portion of the meeting and opened the meeting for Commission discussion.

Commissioner Bowersox restated his concern for the fence and the security of the current residents.

Commissioner (Vice Chairman) Sanders made a motion to APPROVE CASE # LSCP-24-233 – LAKE BRIGHT/BRIGHURST – LARGE SCALE COMPREHENSIVE PLAN AMENDMENT. Commissioner (Vice Chairman) Sanders’ motion died on the floor for lack of a SECOND.

Commissioner Carter stated that the proposed development is too detrimental to the area; asked for responsible development; and that developers create charter schools in the developments they are proposing.

Chairman Sennett introduced the sixth item on the agenda and asked for a motion.

PUBLIC HEARING CASE # PUD-24-234 – LAKE BRIGHT/BRIGHURST – PLANNED UNIT DEVELOPMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING OF APPROXIMATELY 208.5 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT), FOR A PROPERTY GENERALLY LOCATED EAST OF COUNTY ROAD 33 AND SOUTH OF LAKE BRITE STREET, AND WEST OF COUNTY ROAD 33 AND SOUTH OF DESERT LANE AS LEGALLY DESCRIBED IN SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, SEPTEMBER 23RD, 2024 AND SECOND READING IS TENTATIVELY SCHEDULED FOR TUESDAY, NOVEMBER 12TH, 2024)** (Lake Bright/Brighurst PUD)

Commissioner Marshall made a MOTION to DENY CASE # PUD-24-234 – LAKE BRIGHT/BRIGHURST – PLANNED UNIT DEVELOPMENT. Commissioner O’Kelley SECONDED the motion.

A roll call vote was held on the motion for denial.

The voting took place.

The roll call vote was:

Commissioner Bowersox

Yea

Commissioner Carter	Yea
Chairman Sennett	Yea
Commissioner Kaplan	Yea
Commissioner O’Kelley	Yea
Commissioner Marshall	Yea
Commissioner (Vice Chairman) Sanders	Nay

The motion for DENIAL PASSED by a vote of 6 – 1.

City attorney Watson questioned the Chairman regarding a motion on Item Number 5, CASE # LSCP-24-233 – LAKE BRIGHT/BRIGHURST – LARGE SCALE COMPREHENSIVE PLAN AMENDMENT for clarification of the Planning Commission’s recommendation to the City Commission.

Commissioner O’Kelley made a motion to DENY CASE # LSCP-24-233 – LAKE BRIGHT/BRIGHURST – LARGE SCALE COMPREHENSIVE PLAN AMENDMENT. Commissioner Carter SECONDED the motion.

Chairman Sennett called for a roll call vote.

The voting took place.

The roll call vote was:

Commissioner (Vice Chairman) Sanders	Nay
Commissioner Bowersox	Yea
Commissioner Carter	Yea
Chairman Sennett	Yea
Commissioner Kaplan	Yea
Commissioner O’Kelley	Yea
Commissioner Marshall	Yea

The motion for DENIAL PASSED by a vote of 6 – 1.

Prompted by a question from Commissioner Marshall, City attorney Watson explained the proper procedure for the Planning Commission to make clear recommendations to the City Commission that puts the question before the Planning Commission to rest.

Commissioner Carter clarified that the Planning Commission is a recommending body; not responsible for the final decision.

Mr. Miller stated that this case would be heard on September 23rd City Commission; but to check with Planning and Zoning office to ensure the correct date and time.

Chairman Sennett called for the seventh item to be brought forward.

**PUBLIC HEARING CASE # CPTA-24-230 – 2045 CITY OF LEESBURG
COMPREHENSIVE PLAN UPDATE AND WATER SUPPLY
FACILITIES WORK PLAN UPDATE – COMPREHENSIVE PLAN
TEXT AMENDMENT**

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA AMENDING THE CITY'S COMPREHENSIVE PLAN FUTURE LAND USE ELEMENT; TRANSPORTATION ELEMENT; HOUSING ELEMENT; SANITARY SEWER ELEMENT; POTABLE WATER ELEMENT; SOLID WASTE ELEMENT; DRAINAGE ELEMENT; AQUIFER RECHARGE ELEMENT; CONSERVATION ELEMENT; RECREATION AND OPEN SPACE ELEMENT; INTERGOVERNMENTAL COORDINATION ELEMENT; CAPITAL IMPROVEMENTS ELEMENT; AVIATION ELEMENT; PROPERTY RIGHTS ELEMENT UNDER THE PROCEDURES ESTABLISHED IN SECTIONS 163.3184(2) AND (4); AND TO COMPLY WITH SECTIONS 163 AND 373 OF THE FLORIDA STATUTES RELATED TO WATER SUPPLY PLANNING REQUIREMENTS BY AMENDING "THE WATER SUPPLY FACILITIES WORK PLAN" AND INCORPORATING THE WATER SUPPLY FACILITIES WORK PLAN AS AN APPENDIX TO THE POTABLE WATER ELEMENT; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, SEPTEMBER 9th, 2024 AND SECOND READING IS TENTATIVELY SCHEDULED FOR MONDAY, DECEMBER 12TH, 2024)** (Comprehensive Plan Update / Water Supply Facilities Work Plan Update)

Mr. Miller explained the reason for, and timeline for, revision to the city's Comprehensive Plan which has been updated for public review and will be submitted to the Florida Department of Commerce for state agency review.

Mr. Miller also explained the organization of the revised Comprehensive Plan and some of the changes that were introduced during the revision process.

Mr. Miller also explained the difference between Future Land Use and Zoning.

Mr. Miller introduced the city's consultant, Calvin Giordano and Associates (CGA), representatives, Luis Serna and Alyssa Livingstone.

The Commission and Mr. Miller discussed population counts.

Chairman Sennett called for a motion regarding case #CPTA-24-230 – 2045 CITY OF

LEESBURG COMPREHENSIVE PLAN UPDATE AND WATER SUPPLY FACILITIES
WORK PLAN UPDATE – COMPREHENSIVE PLAN TEXT AMENDMENT.

Commissioner Bowersox made a motion to APPROVE case # CPTA-24-230 – 2045 CITY OF LEESBURG COMPREHENSIVE PLAN UPDATE AND WATER SUPPLY FACILITIES WORK PLAN UPDATE – COMPREHENSIVE PLAN TEXT AMENDMENT. Commissioner Carter SECONDED the motion.

Chairman Sennett called for a roll call vote.

Roll call vote was:

Commissioner Carter	Yea
Chairman Sennett	Yea
Commissioner Kaplan	Yea
Commissioner O’Kelley	Yea
Commissioner Marshall	Yea
Commissioner (Vice-Chairman) Sanders	Yea
Commissioner Bowersox	Yea

The motion PASSED by a vote of 7-0.

DISCUSSION ITEMS

None

ANNOUNCEMENTS

None

ADJOURNMENT

Chairman Sennett adjourned the meeting at 6:48 p.m.

Timothy H. Sennett, Chairman

Kandi Harper, Deputy Planning and Zoning Director

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.3.

Meeting Date: November 12, 2024

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

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 10.02 +/- acres from Lake County PUD (Planned Unit Development) to Leesburg PUD (Planned Unit Development) to allow a self-service storage facility, for a property generally located west of U.S. Highway 27 and north of El Presidente Boulevard lying in Section 25, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Blue Ridge Storage PUD)

Staff Recommendation:

Planning and Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from Lake County PUD (Planned Unit Development) to Leesburg PUD (Planned Unit Development) to allow a self-service storage facility.

Analysis:

The project site is approximately 10.02 +/- acres, and is generally located west of US Highway 27 and north of El Presidente Boulevard as shown on the attached maps. The property is vacant and undeveloped. The proposal will allow a self-storage facility. The existing land uses surrounding the property are vacant commercial, Spanish Village Mobile Home Park, and pasture.

The Planning Commission held a public hearing on the application on August 22, 2024 and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the requested rezoning from Lake County PUD (Planned Unit Development) to City of Leesburg PUD (Planned Unit Development); or
2. Other action as the Commission may deem appropriate.

Fiscal Impact:

Future development of the property will increase the anticipated impact from collection of impact fees, ad

valorem taxes and utility charges.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 10.02 +/- ACRES FROM LAKE COUNTY PUD (PLANNED UNIT DEVELOPMENT) TO LEESBURG PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW A SELF-SERVICE STORAGE FACILITY, FOR A PROPERTY GENERALLY LOCATED WEST OF U.S. HIGHWAY 27 AND NORTH OF EL PRESIDENTE BOULEVARD LYING IN SECTION 25, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (BLUE RIDGE STORAGE PUD)

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

Section 1.

Based upon the petition of *Joseph Bricklemeyer, "Permittee"* on behalf of Infinity Holdings III. LLC, "Owner", 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 PUD (Planned Unit Development) to Leesburg PUD (Planned Unit Development), to-wit:

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

Section 2.

This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 12th day of November 2024.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Exhibit A – Legal Description

THAT PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 AND THAT PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 24 EAST IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF THE EAST 660 FEET OF THE SOUTH 284 FEET OF THE NORTH 550 FEET OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25, RUN EASTERLY PARALLEL WITH THE NORTH LINE OF SAID SECTION 25 TO A POINT THAT IS 600 FEET WEST OF THE WESTERLY LINE OF THE RIGHT OF WAY OF U.S. HIGHWAY NO. 27; THENCE RUN SOUTHEASTERLY PARALLEL WITH THE WESTERLY LINE OF SAID RIGHT OF WAY TO A POINT THAT IS 300 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25; THENCE EAST TO A POINT ON A LINE THAT IS 500 FEET WEST OF AND PARALLEL WITH THE WESTERLY LINE OF SAID RIGHT OF WAY, THENCE SOUTHEASTERLY ALONG SAID PARALLEL LINE TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25; THENCE CONTINUE SOUTHEASTERLY ALONG SAID PARALLEL LINE TO A POINT THAT IS 300 FEET SOUTH OF SAID SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE WEST TO A POINT ON A LINE THAT IS 600 FEET WEST AND PARALLEL TO SAID WESTERLY LINE OF THE RIGHT OF WAY OF U. S. HIGHWAY NO. 27; THENCE RUN SOUTHEASTERLY ALONG SAID PARALLEL LINE FOR A DISTANCE OF 218.18 FEET TO THE NORTH LINE OF A 170.00 FOOT WIDE FLORIDA POWER CORPORATION EASEMENT (LAW #7513, CIRCUIT COURT OF LAKE COUNTY, FLORIDA, DRAWING #T-4707-D-3) SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 10°35'00" EAST ALONG SAID PARALLEL LINE FOR A DISTANCE OF 186.75 FEET TO THE SOUTH LINE OF SAID FLORIDA POWER CORPORATION EASEMENT; THENCE RUN SOUTH 76°07'58" EAST ALONG THE SOUTH LINE FOR A DISTANCE OF 648.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID U.S. HIGHWAY NO. 27; THENCE RUN NORTH 10°35'00" WEST ALONG THE SAID WESTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 186.75 FEET TO THE AFORESAID NORTH LINE OF SAID FLORIDA POWER CORPORATION EASEMENT; THENCE RUN NORTH 76°07'58" WEST ALONG THE SAID NORTHERLY LINE FOR A DISTANCE OF 648.00 FEET TO THE POINT OF BEGINNING.

AND

THAT PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 AND THAT PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 24 EAST. IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF THE EAST 660 FEET OF THE SOUTH 284 FEET OF THE NORTH 550 FEET OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25, RUN EASTERLY PARALLEL WITH THE NORTH LINE OF SAID SECTION 25 TO A POINT THAT IS 600 FEET WEST OF THE WESTERLY LINE OF THE RIGHT OF WAY OF U.S. HIGHWAY NO. 27; THENCE RUN SOUTHEASTERLY PARALLEL WITH THE WESTERLY LINE OF SAID RIGHT OF WAY TO A POINT THAT IS 300 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25; THENCE EAST TO A POINT ON A LINE THAT IS 500 FEET WEST OF AND PARALLEL WITH THE WESTERLY LINE OF SAID RIGHT OF WAY, THENCE SOUTHEASTERLY ALONG SAID PARALLEL LINE TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1 /4 OF SAID SECTION 25; THENCE CONTINUE SOUTHEASTERLY ALONG SAID PARALLEL LINE TO A POINT THAT IS 300 FEET SOUTH OF SAID SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE WEST TO A POINT ON A LINE THAT IS 600 FEET WEST AND PARALLEL TO SAID WESTERLY LINE OF THE RIGHT OF WAY OF U. S. HIGHWAY NO. 27; THENCE RUN SOUTHEASTERLY ALONG SAID PARALLEL LINE FOR A DISTANCE OF 404.93 FEET TO THE SOUTH LINE OF A 170.00 FOOT WIDE FLORIDA POWER CORPORATION EASEMENT (LAW #7513 CIRCUIT COURT LAKE COUNTY, FLORIDA, DRAWING #T-4707-D-3) SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 10°35'00" EAST ALONG SAID PARALLEL LINE FOR A DISTANCE OF 632.03 FEET TO THE SOUTH LINE OF NORTH 1/2 OF SAID SECTION 25; THENCE RUN NORTH 89° 59'21" EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 600.07 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID U. S. HIGHWAY NO. 27; THENCE RUN NORTH 10°35'00" WEST ALONG THE SAID WESTERLY RIGHT OF WAY FOR A DISTANCE OF 473.92 FEET TO THE AFORESAID SOUTH LINE OF A FLORIDA POWER CORPORATION EASEMENT; THENCE RUN NORTH 76°07'58" WEST ALONG THE SAID SOUTHERLY LINE OF THE FLORIDA POWER CORPORATION EASEMENT FOR A DISTANCE OF 648.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 10.01 ACRES MORE OR LESS.

BLUE RIDGE STORAGE
PUD (PLANNED UNIT DEVELOPMENT AGREEMENT)
August 22, 2024

This Planned Unit Development Agreement for a PUD (Planned Unit Development) zoning district is granted by the City of Leesburg Planning Commission, Lake County, Florida to **Infinity Holdings III, LLC c/o Yicxy Pringle, "Owner", 27101 US Highway 27, 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 Planned Unit Development (PUD) zoning district to allow future construction of a proposed self-storage facility on approximately 10.02 +/- acres generally located west of US Highway 27 and north of El Presidente Boulevard, on a site within the City of Leesburg ISBA 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 **Infinity Holdings III, LLC c/o Yicxy Pringle, "Owner", 27101 US Highway 27, Leesburg, FL 34748** 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 10.02 +/- acres, shall be used for self-storage facility substantially consistent with the **Conceptual Plan, Exhibit C, and Example Facades, Exhibit D**, attached hereto, pursuant to City of Leesburg development codes and standards.

A. Permitted Uses

1. Indoor Self-Storage Facility
2. Outdoor Self-Storage Facility (Boat, RV)
3. One (1) onsite apartment for management/security use.

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 PUD 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 three (3) stories with a maximum height of 35-feet. Parapet, roof, elevators, a/c units etc., are not included in the 35-feet height maximum.

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. 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 one (1) access point from US Highway 27, as shown on **Exhibit C, Conceptual Site Plan**, attached hereto. 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, and the Development Review process.

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.

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.
- E. The structure shall be subject to Section 25-360 City of Leesburg Code of Ordinances.

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.

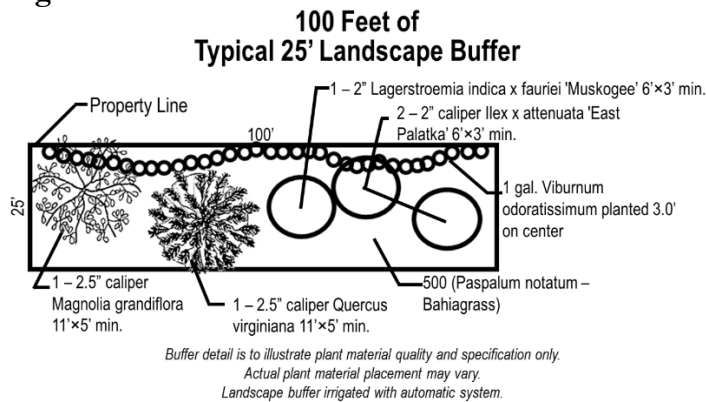
9. OPEN SPACE, LANDSCAPING & BUFFER REQUIREMENTS

- 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 PUD 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, *Landscaping requirements for industrial district*, and at a minimum shall contain the following plantings as noted in Figures A and B below.
- F. Due to the large distance between the property and the adjacent residential uses to the south and wetlands to the west, a chain link fence is permissible in lieu of an opaque fence. The fence, chain link or opaque, must have a minimum height of six (6) feet, and be no more than eight (8) feet in height. No fence shall be required in the front yard of the subject property adjacent to US Highway 27.

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 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.

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 US Highway 27.
- 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.

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.

17. REVERSION

- A. 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.

18. MISCELLANEOUS CONDITIONS

- A. The uses of the proposed project shall only be those uses identified in the approved 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 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 PUD 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 PUD 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.

19. 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

THAT PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 AND THAT PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 24 EAST IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

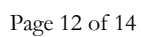
FROM THE SOUTHWEST CORNER OF THE EAST 660 FEET OF THE SOUTH 284 FEET OF THE NORTH 550 FEET OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25, RUN EASTERLY PARALLEL WITH THE NORTH LINE OF SAID SECTION 25 TO A POINT THAT IS 600 FEET WEST OF THE WESTERLY LINE OF THE RIGHT OF WAY OF U.S. HIGHWAY NO. 27; THENCE RUN SOUTHEASTERLY PARALLEL WITH THE WESTERLY LINE OF SAID RIGHT OF WAY TO A POINT THAT IS 300 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25; THENCE EAST TO A POINT ON A LINE THAT IS 500 FEET WEST OF AND PARALLEL WITH THE WESTERLY LINE OF SAID RIGHT OF WAY, THENCE SOUTHEASTERLY ALONG SAID PARALLEL LINE TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25; THENCE CONTINUE SOUTHEASTERLY ALONG SAID PARALLEL LINE TO A POINT THAT IS 300 FEET SOUTH OF SAID SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE WEST TO A POINT ON A LINE THAT IS 600 FEET WEST AND PARALLEL TO SAID WESTERLY LINE OF THE RIGHT OF WAY OF U. S. HIGHWAY NO. 27; THENCE RUN SOUTHEASTERLY ALONG SAID PARALLEL LINE FOR A DISTANCE OF 218.18 FEET TO THE NORTH LINE OF A 170.00 FOOT WIDE FLORIDA POWER CORPORATION EASEMENT (LAW #7513, CIRCUIT COURT OF LAKE COUNTY, FLORIDA, DRAWING #T-4707-D-3) SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 10°35'00" EAST ALONG SAID PARALLEL LINE FOR A DISTANCE OF 186.75 FEET TO THE SOUTH LINE OF SAID FLORIDA POWER CORPORATION EASEMENT; THENCE RUN SOUTH 76°07'58" EAST ALONG THE SOUTH LINE FOR A DISTANCE OF 648.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID U.S. HIGHWAY NO. 27; THENCE RUN NORTH 10°35'00" WEST ALONG THE SAID WESTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 186.75 FEET TO THE AFORESAID NORTH LINE OF SAID FLORIDA POWER CORPORATION EASEMENT; THENCE RUN NORTH 76°07'58" WEST ALONG THE SAID NORTHERLY LINE FOR A DISTANCE OF 648.00 FEET TO THE POINT OF BEGINNING.

AND

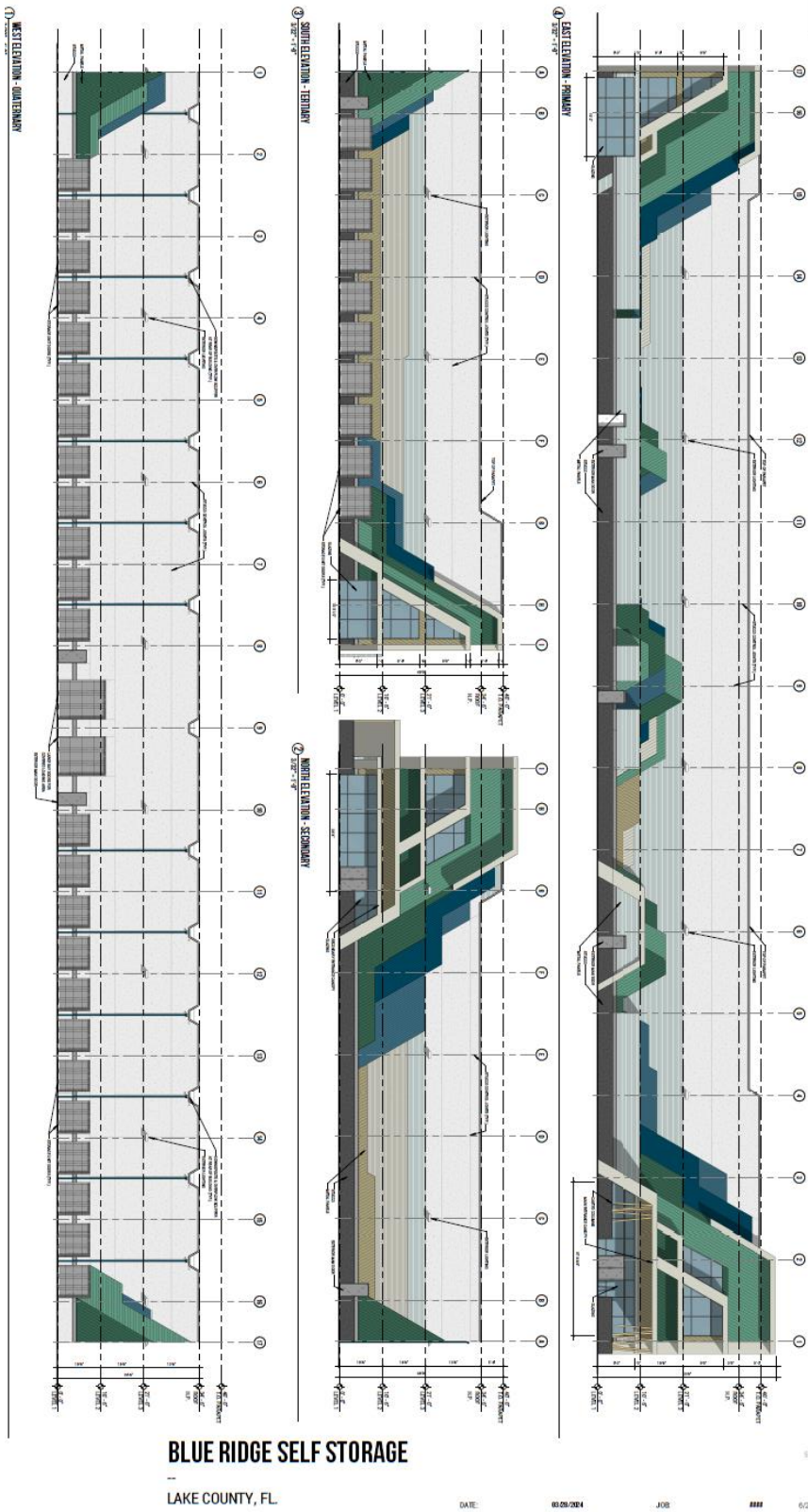
THAT PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 AND THAT PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 24 EAST. IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF THE EAST 660 FEET OF THE SOUTH 284 FEET OF THE NORTH 550 FEET OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25, RUN EASTERLY PARALLEL WITH THE NORTH LINE OF SAID SECTION 25 TO A POINT THAT IS 600 FEET WEST OF THE WESTERLY LINE OF THE RIGHT OF WAY OF U.S. HIGHWAY NO. 27; THENCE RUN SOUTHEASTERLY PARALLEL WITH THE WESTERLY LINE OF SAID RIGHT OF WAY TO A POINT THAT IS 300 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25; THENCE EAST TO A POINT ON A LINE THAT IS 500 FEET WEST OF AND PARALLEL WITH THE WESTERLY LINE OF SAID RIGHT OF WAY, THENCE SOUTHEASTERLY ALONG SAID PARALLEL LINE TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25; THENCE CONTINUE SOUTHEASTERLY ALONG SAID PARALLEL LINE TO A POINT THAT IS 300 FEET SOUTH OF SAID SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE WEST TO A POINT ON A LINE THAT IS 600 FEET WEST AND PARALLEL TO SAID WESTERLY LINE OF THE RIGHT OF WAY OF U. S. HIGHWAY NO. 27; THENCE RUN SOUTHEASTERLY ALONG SAID PARALLEL LINE FOR A DISTANCE OF 404.93 FEET TO THE SOUTH LINE OF A 170.00 FOOT WIDE FLORIDA POWER CORPORATION EASEMENT (LAW #7513 CIRCUIT COURT LAKE COUNTY, FLORIDA, DRAWING #T-4707-D-3) SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 10°35'00" EAST ALONG SAID PARALLEL LINE FOR A DISTANCE OF 632.03 FEET TO THE SOUTH LINE OF NORTH 1/2 OF SAID SECTION 25; THENCE RUN NORTH 89° 59'21" EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 600.07 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID U. S. HIGHWAY NO. 27; THENCE RUN NORTH 10°35'00" WEST ALONG THE SAID WESTERLY RIGHT OF WAY FOR A DISTANCE OF 473.92 FEET TO THE AFORESAID SOUTH LINE OF A FLORIDA POWER CORPORATION EASEMENT; THENCE RUN NORTH 76°07'58" WEST ALONG THE SAID SOUTHERLY LINE OF THE FLORIDA POWER CORPORATION EASEMENT FOR A DISTANCE OF 648.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 10.01 ACRES MORE OR LESS.



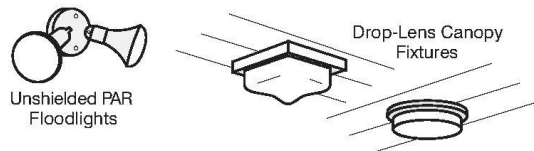
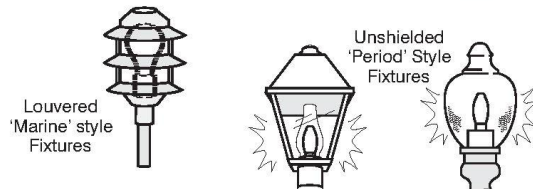
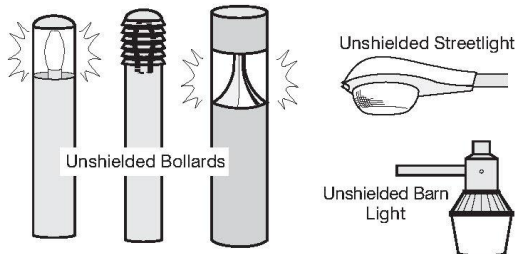
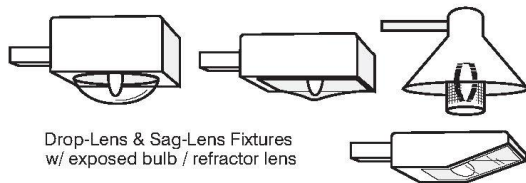
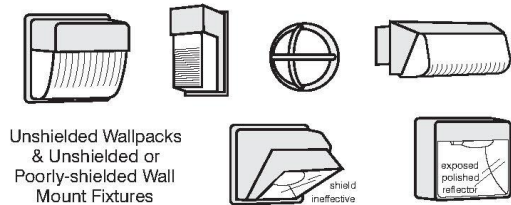
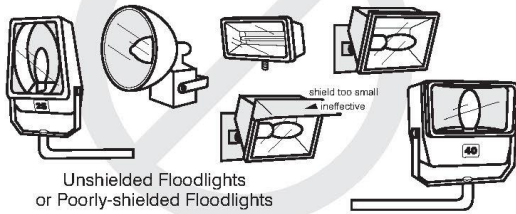
EXTERIOR ELEVATIONS



Examples of Acceptable / Unacceptable Lighting Fixtures

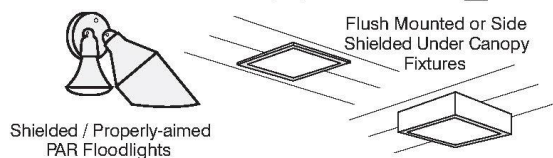
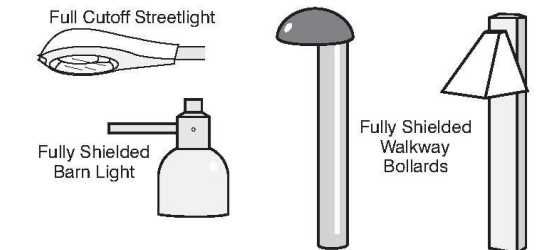
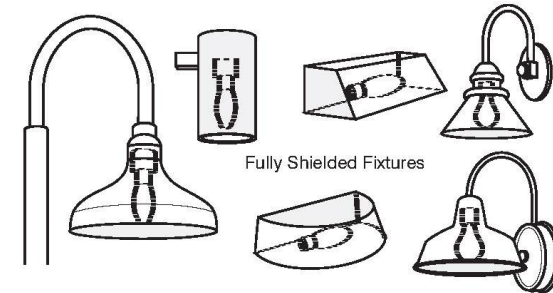
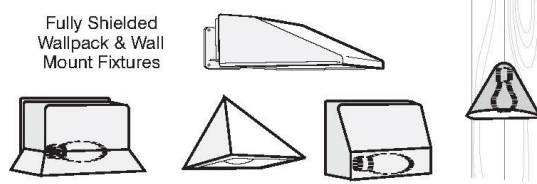
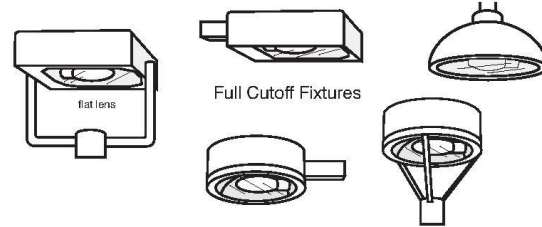
Unacceptable / Discouraged

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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**CITY OF LEESBURG PLANNING & ZONING DEPARTMENT
RECOMMENDATIONS**

DATE: August 22, 2024
OWNER: Infinity Holdings III. LLC – Yicxy Pringle, Manager
PETITIONER: Joseph Bricklemeyer
PROJECT: Blue Ridge Storage
REQUEST: Small Scale Comprehensive Plan Amendment from Lake County Urban Low Density to City General Commercial and Rezoning from Lake County PUD (Planned Unit Development) to City PUD (Planned Unit Development).
CASE NO.: PUD-24-217

THE PLANNING & ZONING DEPARTMENT 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 PUD (Planned Unit Development) and RMRP (Mobile Home Rental Park) and City of Leesburg PUD (Planned Unit Development).
2. The proposed request for the Future Land Use designation of General Commercial, is compatible with the proposed zoning of PUD.
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 PUD (Planned Unit Development) to City PUD (Planned Unit Development), and forward this recommendation to the City Commission for consideration.

**CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY**

DATE: August 22, 2024
OWNER: Infinity Holdings III. LLC – Yicxy Pringle, Manager
PETITIONER: Infinity Holdings III. LLC – Yicxy Pringle, Manager
PROJECT: Blue Ridge Storage
REQUEST: Small Scale Comprehensive Plan Amendment from Lake County Urban Low Density to City General Commercial and Rezoning from Lake County PUD (Planned Unit Development) to City PUD (Planned Unit Development)
CASE NO.: ANNX-24-215; SSCP-24-216; PUD-24-217

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 8/16/2024.

FIRE

No comments received as of 8/16/2024.

ELECTRIC

This is outside of Leesburg Electric Service Territory. No objections. – Steve Davis, 8/5/2024.

GAS

No comment. – Wayne Williams, 8/5/2024.

GIS

No comments received as of 8/16/2024.

BUILDING

No comments received as of 8/16/2024.

PUBLIC WORKS

Public Works has no issues with this item. – Cliff Kelsey, 8/5/2024.

GIS/ADDRESSING

No comments received as of 8/16/2024.

HOUSING & REDEVELOPMENT

No comments received as of 8/16/2024.

LAKE COUNTY PUBLIC WORKS

I have no comment. – Seth Lynch, 8/2/2024.

LAKE COUNTY SCHOOLS

No comment for the self-storage facility. – Helen LaValley, 8/15/2024

PUBLIC RESPONSES

Approval

No comments received as of 8/16/2024.

Disapproval

No comments received as of 8/16/2024.

No comment

No comments received as of 8/16/2024.

Notice of Appearance filed:

None received as of 8/16/2024.

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

No comments received as of 8/16/2024.

PUBLIC COMMENTS (DISAPPROVAL)

No comments received as of 8/16/2024.

**CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY**

DATE: August 11, 2024
OWNER: Infinity Holdings III. LLC – Yicxy Pringle, Manager
PETITIONER: Infinity Holdings III. LLC – Yicxy Pringle, Manager
PROJECT: Blue Ridge Storage
REQUEST: Small Scale Comprehensive Plan from Lake County Urban Low Density to City General Commercial and Rezoning from Lake County PUD (Planned Unit Development) to City PUD (Planned Unit Development)
CASE NO.: ANNX-24-215; SSCP-24-216; PUD-24-217

GENERAL LOCATION: West of US Highway 441 and north of El Presidente Boulevard

FUTURE LAND USE DESIGNATION: Lake County Urban Low Density

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Lake County Urban Low Density
South – Lake County Urban Low Density
East – Lake County Rural Transition; City of Leesburg Estate Residential
West – Lake County Urban Low Density

PROPOSED FUTURE LAND USE DESIGNATION: City General Commercial

EXISTING ZONING DESIGNATION: County PUD (Planned Unit Development)

SURROUNDING ZONING DESIGNATIONS:

North – Lake County PUD (Planned Unit Development)
South – Lake County RMRP (Mobile Home Rental Park District)
East – Lake County RMRP (Mobile Home Rental Park District); City of Leesburg PUD (Planned Unit Development)
West – Lake County RMRP (Mobile Home Rental Park District)

PROPOSED ZONING DESIGNATION: City PUD (Planned Unit Development)

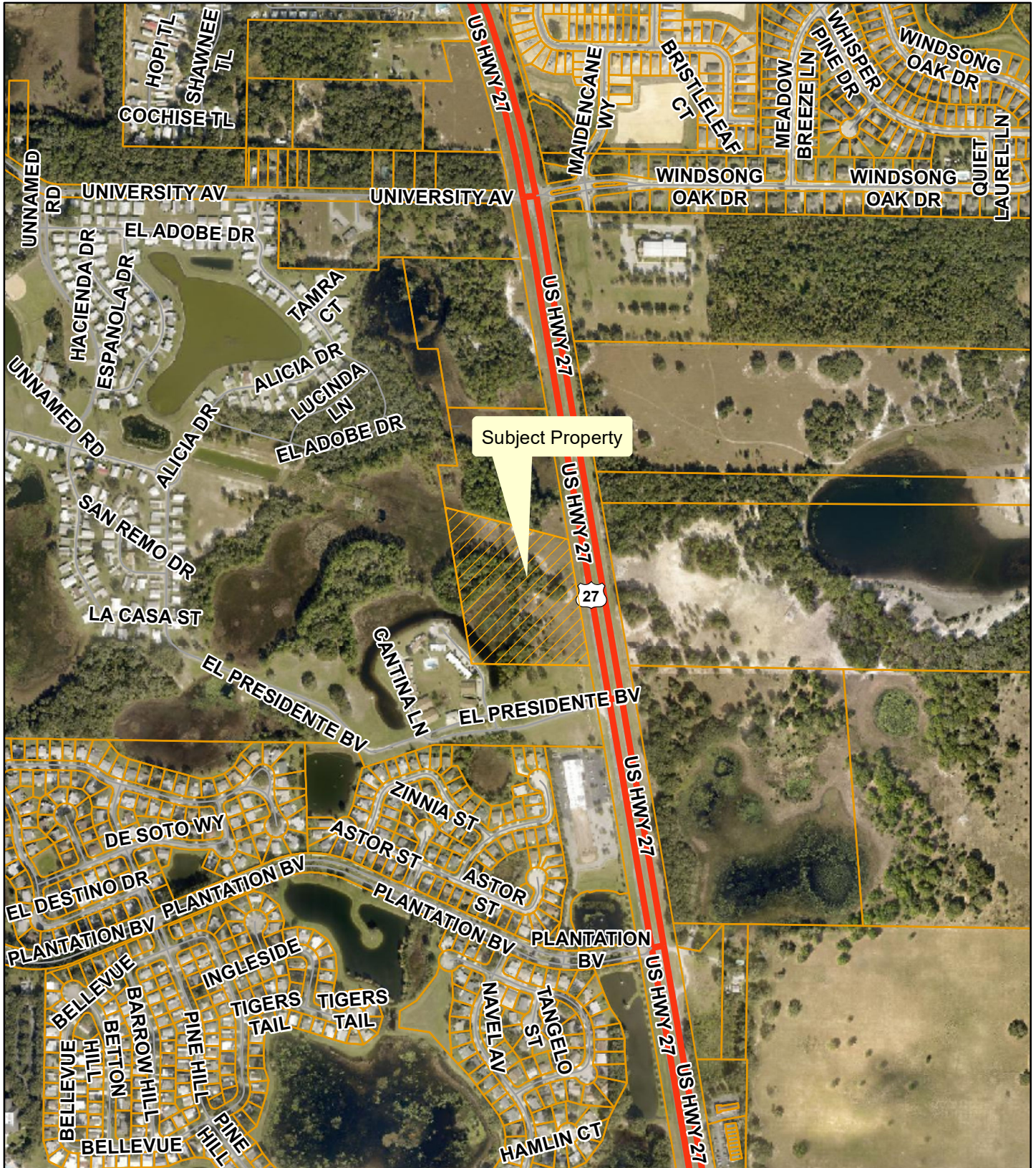
EXISTING LAND USE: Vacant, Undeveloped

SURROUNDING LAND USE:

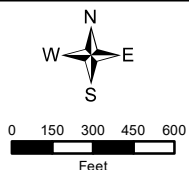
North – Vacant Commercial
South – Spanish Village Mobile Home Park
East – Vacant Non-Agricultural; Pasture - Improved
West – Spanish Village Mobile Home Park

PROPOSED LAND USE: Self-storage facility

Extended Locator



**Planning
& Zoning
Division**

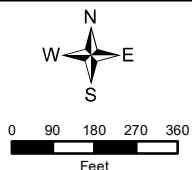


Blue Ridge Storage
ANX-24-215; SSCP-24-216; PUD-24-217
AK #3834181
July 29, 2024

Aerial

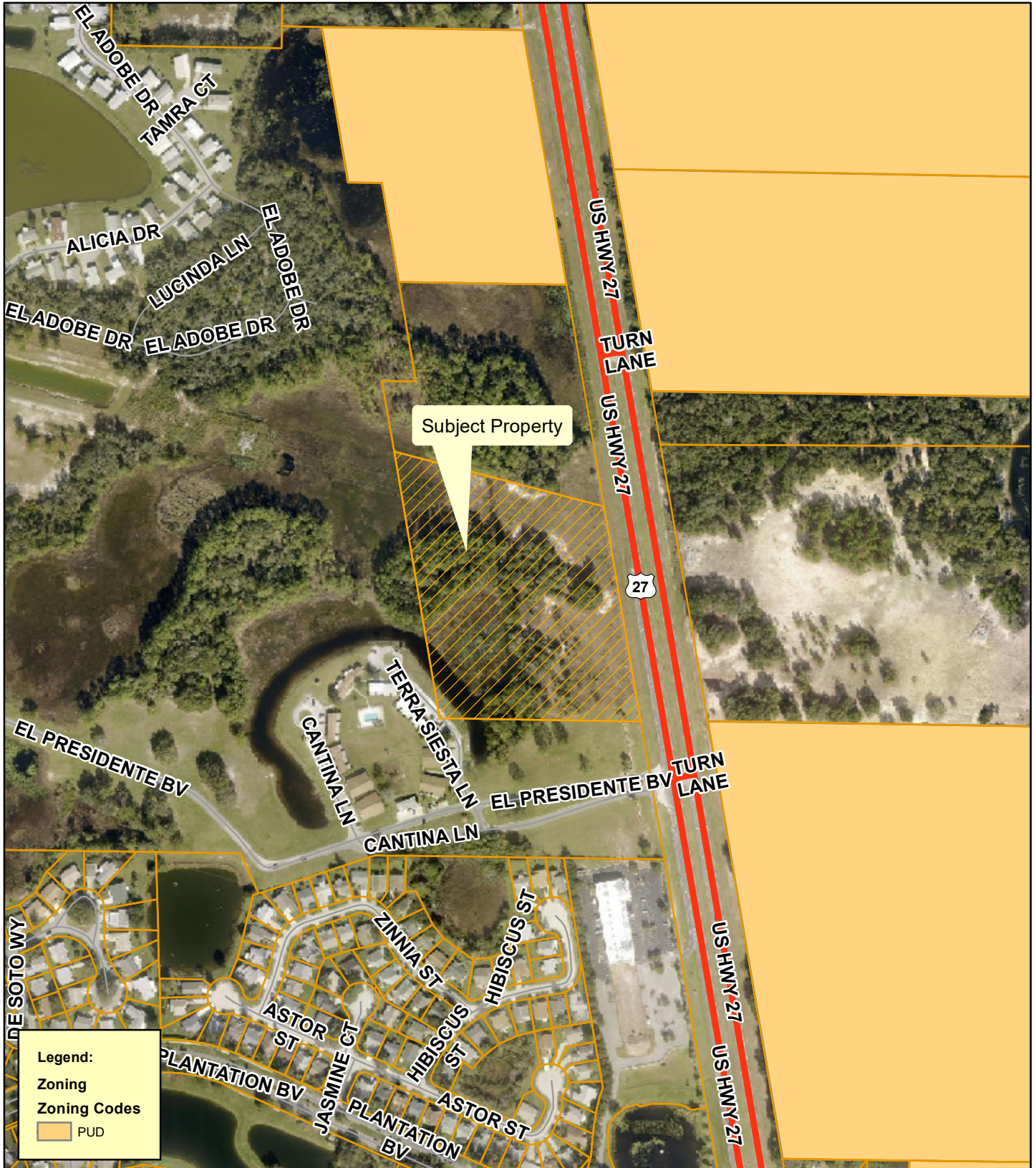


**Planning
& Zoning
Division**

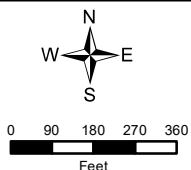


Blue Ridge Storage
ANNX-24-215; SSCP-24-216; PUD-24-217
AK #3834181
July 29, 2024

Zoning

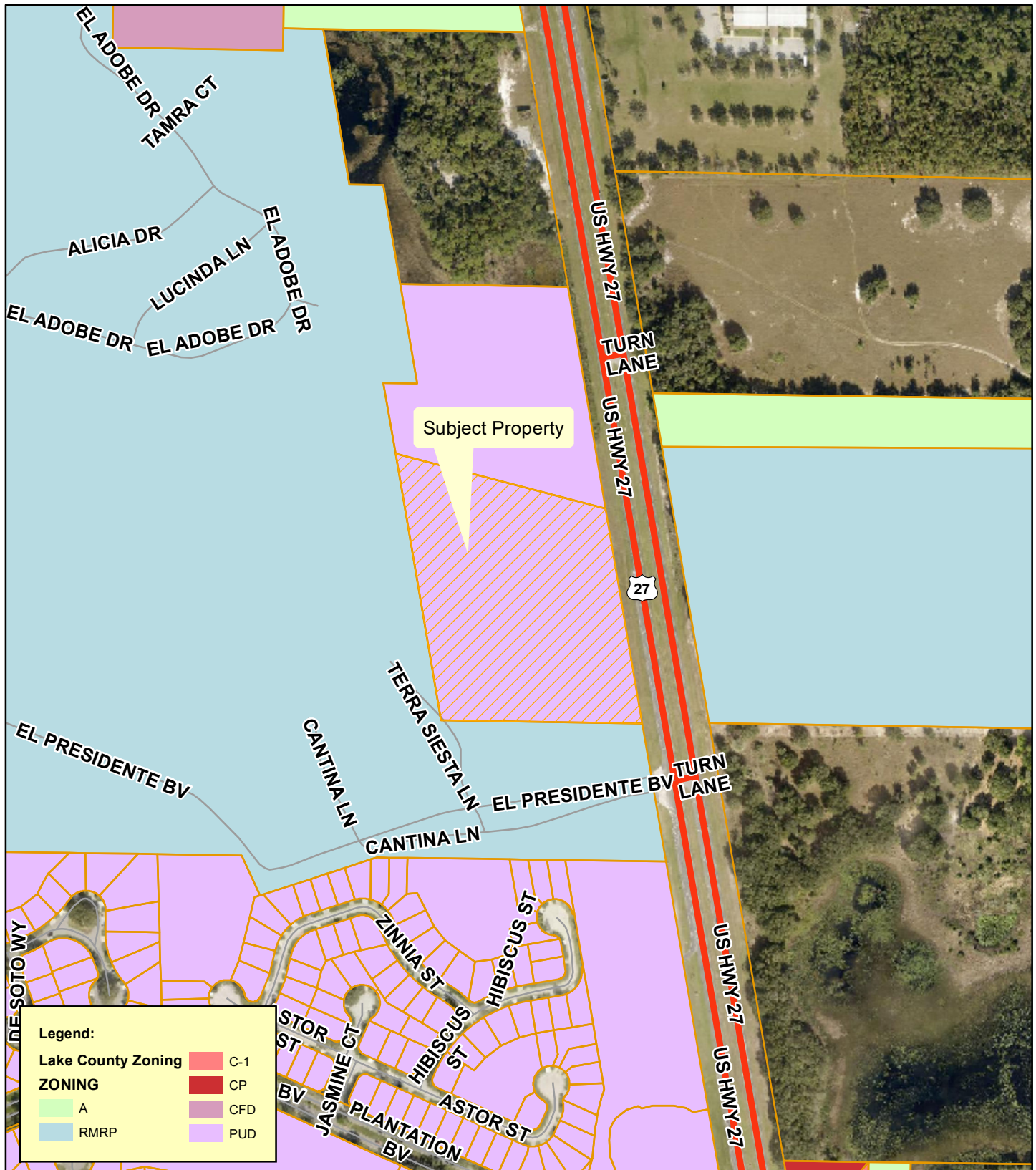


**Planning
& Zoning
Division**

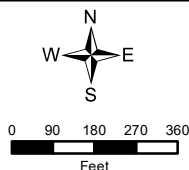


Blue Ridge Storage
ANNX-24-215; SSCP-24-216; PUD-24-217
AK #3834181
July 29, 2024

Lake County Zoning

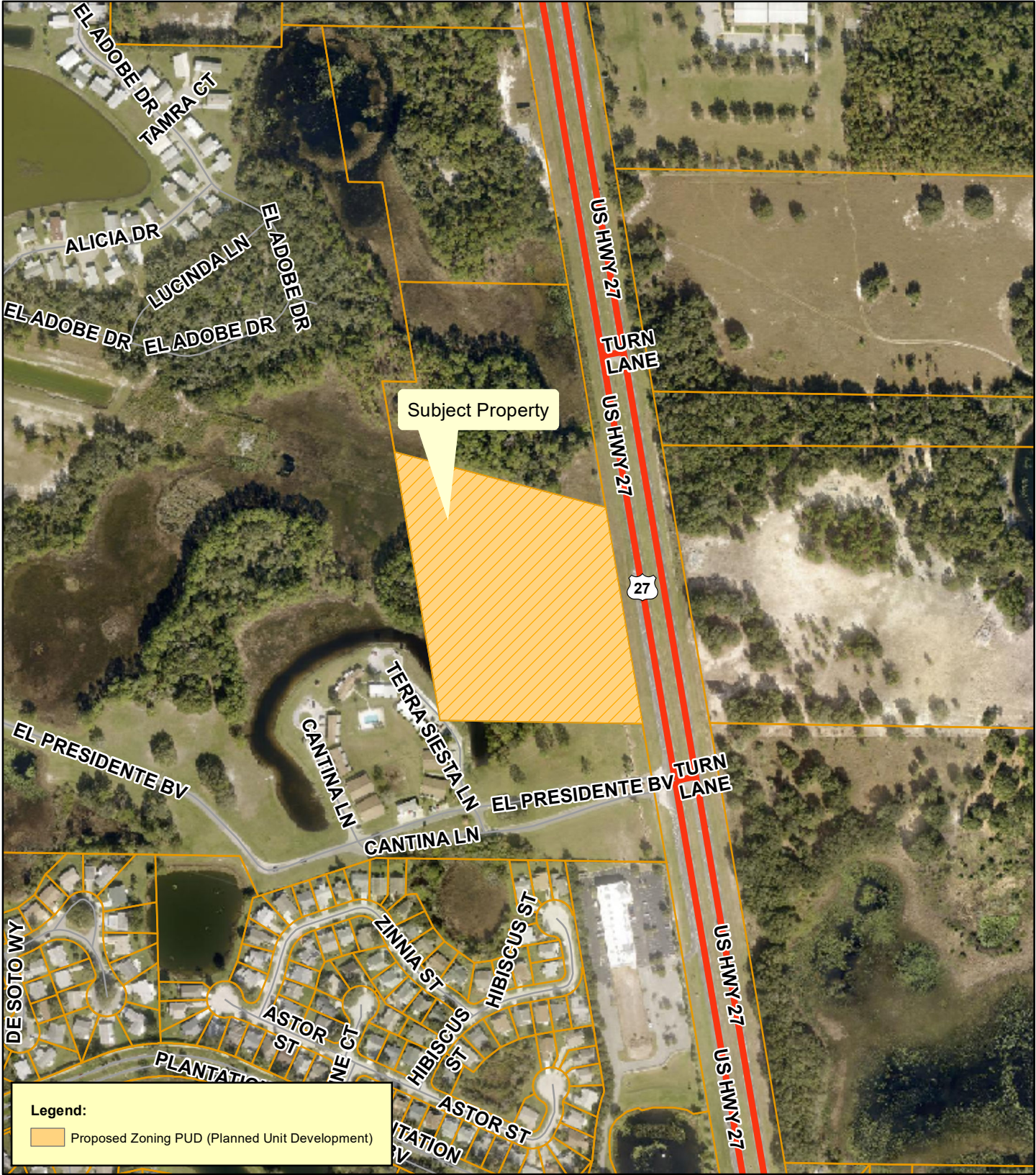


**Planning
& Zoning
Division**

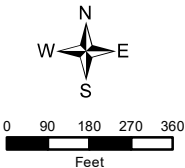


Blue Ridge Storage
 ANN-24-215; SSCP-24-216; PUD-24-217
 AK #3834181
 July 29, 2024

Proposed Zoning



**Planning
& Zoning
Division**

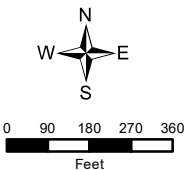


Blue Ridge Storage
ANNX-24-215; SSCP-24-216; PUD-24-217
AK #3834181
August 2, 2024

Flood Zone

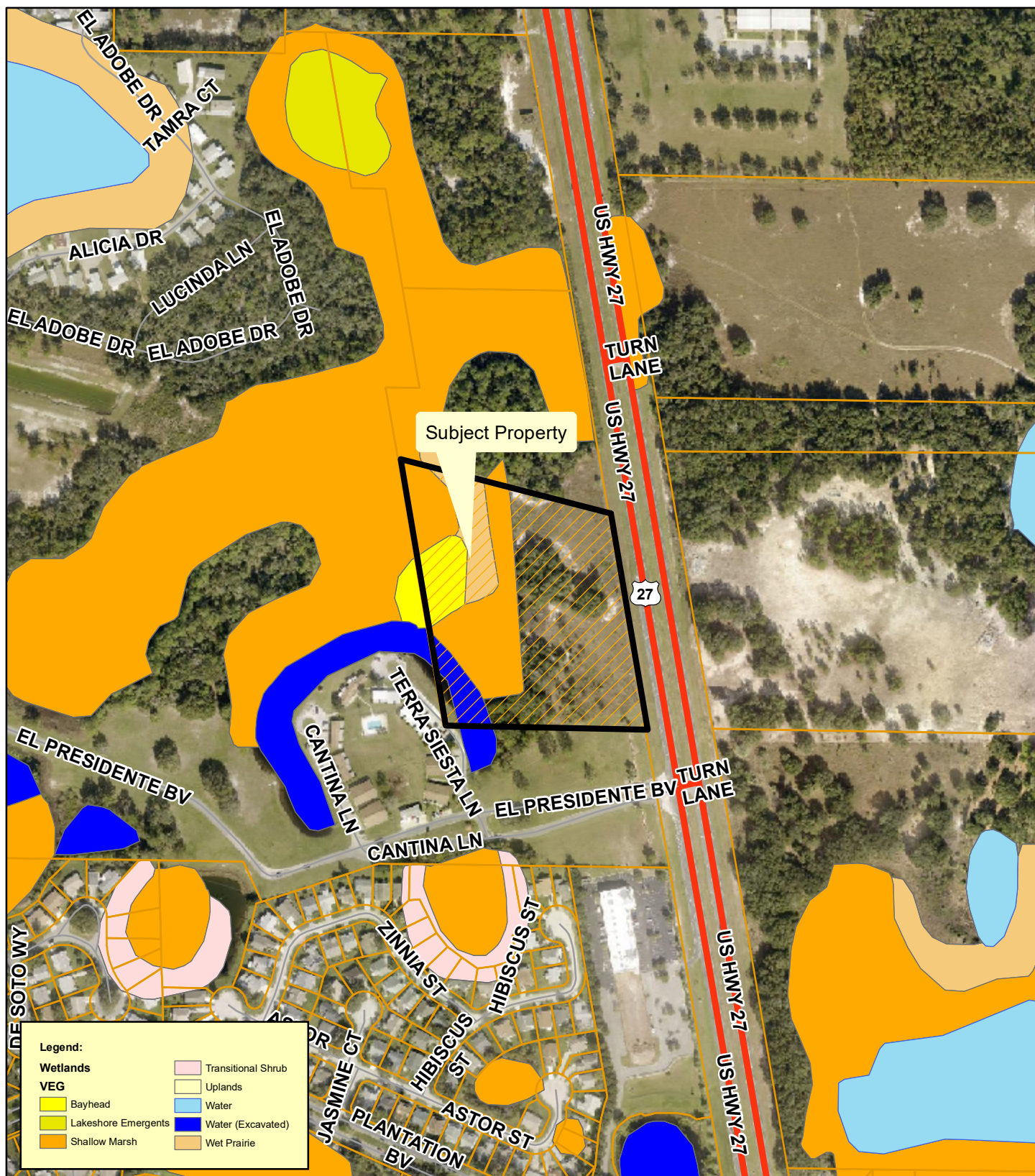


**Planning
& Zoning
Division**

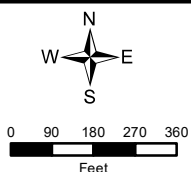


Blue Ridge Storage
ANNX-24-215; SSCP-24-216; PUD-24-217
AK #3834181
July 29, 2024

Wetlands



Planning & Zoning Division



Blue Ridge Storage
ANNX-24-215; SSCP-24-216; PUD-24-217
AK #3834181
July 29, 2024



Close up of sign.



Looking into subject property from US Highway 27.



Looking north along US Highway 27.



Looking south along US Highway 27.



Looking across US Highway 27.



DRAFT SUMMARY MINUTES OF THE REGULAR MEETING
OF THE PLANNING COMMISSION
CITY HALL
THURSDAY, August 22, 2024 - 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, August 22nd, 2024, at City Hall.

Chairman Tim Sennett called the meeting to order at 4:30 p.m.

The following Commission members were present:

Tim Sennett – Chairman
Nathaniel Sanders – Vice-Chairman
Ted Bowersox
John O’Kelley
Frazier Marshall
Stewart Kaplan
Ze’ Shieca Carter

The following Commission member was absent:

Darin Akkerman

The following Alternate Commission member was present:

Ken Simeone, Alternate; was not seated and did not vote. Mr. Simeone advised that he will not be available for the September 19th, 2024 Planning Commission meeting.

City staff present were Dan Miller, Director, Planning & Zoning, Kandi Harper, Deputy Planning & Zoning Director, Dianne Yekel, Senior Planner, Christine Rock, Senior Planner and Melissa Medders, Planner. City attorney Grant Watson was also present.

The meeting was called to order at 4:30 PM with an invocation given by Commissioner Bowersox, followed by the Pledge of Allegiance to the Flag.

Chairman Sennett asked the city attorney, Grant Watson, to swear in anyone wishing to speak during the proceedings.

City attorney Grant Watson swore in staff as well as anyone wishing to speak.

Dan Miller introduced staff and informed the audience of the rules of participation and the need to sign the speaker's registry. Mr. Miller outlined how Planning Commission meetings are conducted, the rules for public participation during the meeting and the responsibilities of the Planning Commission.

Chairman Sennett called for changes to the Minutes of the July 18th, 2024 Regular Meeting of the Planning Commission. Hearing none, Chairman Sennett called for a motion regarding the **MINUTES OF THE PLANNING COMMISSION MEETING FOR THURSDAY, JULY 18TH, 2024.**

Commissioner (Vice-Chairman) Sanders made a motion to APPROVE the minutes from the July 18th, 2024 Planning Commission regular meeting. Commissioner Bowersox SECONDED the motion, which PASSED by voice vote of 6 – 0. Commissioner Carter abstained because she was not present at the July 18th Planning Commission meeting.

Chairman Sennett called for the first case under new business be brought forward.

NEW BUSINESS

PUBLIC HEARING CASE # SSCP-24-216 – BLUE RIDGE STORAGE – SMALL SCALE COMPREHENSIVE PLAN MAP AMENDMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE FUTURE LAND USE DESIGNATION OF APPROXIMATELY 10.02 +/- ACRES FROM LAKE COUNTY URBAN LOW DENSITY TO CITY OF LEESBURG GENERAL COMMERCIAL, FOR A PROPERTY GENERALLY LOCATED WEST OF US HIGHWAY 27 AND NORTH OF EL PRESIDENTE BOULEVARD, AS LEGALLY DESCRIBED IN SECTION 25, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, SEPTEMBER 23RD, 2024 AND SECOND READING IS TENTATIVELY SCHEDULED FOR TUESDAY, OCTOBER 28TH, 2024)**

(Blue Ridge Storage SSCP)

Mr. Miller provided background information on the cases: uses, size, and location on south U.S. Highway 27.

Christine Rock, Senior Planner, presented the maps and described the conditions on the property and the location of the proposed development.

Mr. Miller provided city staff, county departments, Lake County Schools, and public responses to public notice of these cases. Mr. Miller read the permitted uses on the site under the Conditions of Approval of the Planned Unit Development as well as development requirements. Mr. Miller stated that where the PUD does not speak to development requirements, the development will be guided by C-3 highway zoning district. Building is limited to three (3) stories. Lake County Public Works did not indicate that roadway improvements would be necessary for this project; should be standard acceleration lane and deceleration lane requirements; no septic or well on the site, must connect to city water and sewer.

Mr. Miller read staff Recommendations into the record for both cases (Large Scale Comprehensive Plan Map amendment and Planned Unit Development).

Mr. Miller stated for the record, two minor requests from the applicant that are acceptable to staff: first, Section 4. Development Standards, maximum height is three stories or 35-feet to also allow for parapets in the design of the buildings; the parapets are acceptable because they are to be used to hide rooftop infrastructure such as air conditioning unit and elevator shaft; and second, Section 9. Open Space to allow the fence to be chain link because there are significant spatial buffers of approximately 250-feet between residential uses and the roadway to the south as well as wetlands and trees.

Mr. Miller stated that staff is recommending approval of the cases.

Chairman Sennett called for questions from the applicant. There were none. Chairman Sennett called for questions from the Planning Commission. There were none. Chairman Sennett called for questions from the public. There were none.

Chairman Sennett closed the public portion of the meeting.

Chairman Sennett entertained a motion regarding case # **SSCP-24-216**, and then the voting took place.

Commissioner Bowersox made a motion to APPROVE case # SSCP-24-216 – BLUE RIDGE STORAGE – SMALL SCALE COMPREHENSIVE PLAN MAP AMENDMENT. Commissioner Marshall SECONDED the motion.

Roll call vote was:

Chairman Sennett	Yea
Commissioner Kaplan	Yea
Commissioner O'Kelley	Yea
Commissioner Marshall	Yea
Commissioner (Vice-Chairman) Sanders	Yea
Commissioner Bowersox	Yea
Commissioner Carter	Yea

The motion PASSED by a vote of 7-0.

Chairman Sennett stated that the building height should be limited to three stories and allow for the parapet. Mr. Miller stated that the building height would remain at 35-feet and allow for the parapets. Chairman Sennett agreed.

PUBLIC HEARING CASE # PUD-24-217 – BLUE RIDGE STORAGE – PLANNED UNIT DEVELOPMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING OF APPROXIMATELY 10.02 +/- ACRES FROM LAKE COUNTY PUD (PLANNED UNIT DEVELOPMENT) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT), FOR A PROPERTY GENERALLY LOCATED WEST OF US HIGHWAY 27 AND NORTH OF EL PRESIDENTE BOULEVARD AS LEGALLY DESCRIBED IN SECTION 25, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, SEPTEMBER 23RD, 2024 AND SECOND READING IS TENTATIVELY SCHEDULED FOR TUESDAY, OCTOBER 28TH, 2024)** (Blue Ridge Storage SPUD)

Commissioner Bowersox made a motion to **APPROVE** case # PUD-24-217 – BLUE RIDGE STORAGE – PLANNED UNIT DEVELOPMENT as amended to a building height of 35-foot maximum, allowing the parapet and allowing the existing chain link fence to remain. **Commissioner Carter SECONDED the motion, which PASSED unanimously by verbal roll call vote of 7 – 0.**

Roll call vote was:

Commissioner Kaplan	Yea
Commissioner O’Kelley	Yea
Commissioner Marshall	Yea
Commissioner (Vice-Chairman) Sanders	Yea
Commissioner Bowersox	Yea
Commissioner Carter	Yea
Chairman Sennett	Yea

Chairman Sennett called for the third item under new business be brought forward.

PUBLIC HEARING CASE # SSCP-24-221 – BLOUNT BIRCHMIER LEESBURG LLC – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE FUTURE LAND USE DESIGNATION OF APPROXIMATELY 31 +/- ACRES FROM CITY OF LEESBURG INDUSTRIAL TO CITY OF LEESBURG GENERAL COMMERCIAL, FOR A PROPERTY GENERALLY LOCATED SOUTH OF CR 48, WEST OF US HIGHWAY 27, AND EAST OF

HAYWOOD WORM FARM RD, AS LEGALLY DESCRIBED IN SECTION 14, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(POSTPONED TO SEPTEMBER 19, 2024 PLANNING COMMISSION MEETING)** (Blount Birchmier Leesburg LLC SSCP)

Chairman Sennett called for a motion regarding **CASE # SSCP-24-221 – BLOUNT BIRCHMIER LEESBURG LLC – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT.**

Commissioner Carter made a motion to POSTPONE case # SSCP-24-221 – BLOUNT BIRCHMIER LEESBURG LLC – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT to a date certain of September 19th, 2024 Regular Meeting of the Planning Commission. Commissioner Kaplan SECONDED the motion.

City attorney Watson clarified for the record that the September Planning Commission meeting would occur in Commission Chambers at 4:30 PM on September 19th, 2024.

Commissioner Carter asked why the cases were being postponed. Mr. Miller advised the Planning Commissioners that staff asked the applicant to postpone the applications to the September 19th, 2024 Planning Commission meeting in order to meet with staff to discuss details of the proposed development. The applicant agreed to the postponement.

Roll call vote was:

Commissioner O’Kelley	Yea
Commissioner Marshall	Yea
Commissioner (Vice Chairman) Sanders	Yea
Commissioner Bowersox	Yea
Commissioner Carter	Yea
Chairman Sennett	Yea
Commissioner Kaplan	Yea

The motion PASSED by a vote of 7 – 0.

Chairman Sennett called for the fourth item to be brought forward.

PUBLIC HEARING CASE # PUD-24-222 – BLOUNT BIRCHMIER LEESBURG LLC – PLANNED UNIT DEVELOPMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING OF APPROXIMATELY 31 +/- ACRES FROM CITY OF LEESBURG CIP (COMMERCIAL/INDUSTRIAL PLANNED) TO CITY OF

LEESBURG PUD (PLANNED UNIT DEVELOPMENT), FOR A PROPERTY GENERALLY LOCATED SOUTH OF CR 48, WEST OF US HIGHWAY 27, AND EAST OF HAYWOOD WORM FARM RD, AS LEGALLY DESCRIBED IN SECTION 14, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(POSTPONED TO SEPTEMBER 19, 2024 PLANNING COMMISSION MEETING)** ~~(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, SEPTEMBER 23, 2024 AND SECOND READING IS TENTATIVELY SCHEDULED FOR MONDAY, OCTOBER 14, 2024)~~ (Blount Birchmier Leesburg LLC PUD)

Chairman Sennett called for a motion regarding **PUBLIC HEARING CASE # PUD-24-222 – BLOUNT BIRCHMIER LEESBURG LLC – PLANNED UNIT DEVELOPMENT.**

Commissioner Carter made a motion to POSTPONE CASE # PUD-24-222 – BLOUNT BIRCHMIER LEESBURG LLC – PLANNED UNIT DEVELOPMENT to a date certain of September 19th, 2024 Regular Meeting of the Planning Commission in Commission Chambers. Commissioner Kaplan **SECONDED** the motion.

Roll call vote was:

Commissioner Marshall	Yea
Commissioner (Vice Chairman) Sanders	Yea
Commissioner Bowersox	Yea
Commissioner Carter	Yea
Chairman Sennett	Yea
Commissioner Kaplan	Yea
Commissioner O’Kelley	Yea

The motion to postpone **PASSED** by a voice roll call vote of 7 – 0.

Chairman Sennett called for the fifth item to be brought forward.

PUBLIC HEARING CASE # LSCP-24-233 – LAKE BRIGHT/BRIGHURST – LARGE SCALE COMPREHENSIVE PLAN AMENDMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE FUTURE LAND USE DESIGNATION OF APPROXIMATELY 208.5 +/- ACRES FROM LAKE COUNTY RURAL TO CITY OF LEESBURG ESTATE RESIDENTIAL, FOR A PROPERTY GENERALLY LOCATED EAST OF COUNTY ROAD 33 AND SOUTH OF LAKE BRITE STREET, AND WEST OF COUNTY ROAD 33 AND SOUTH OF DESERT LANE, AS

LEGALLY DESCRIBED IN SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, SEPTEMBER 23RD, 2024 AND SECOND READING IS TENTATIVELY SCHEDULED FOR TUESDAY, NOVEMBER 12TH, 2024)** (Lake Bright/Brighurst LSCP)

Mr. Miller provided background information on the cases: uses, size, and location on south County Road 33. Mr. Miller described the proposed changes to the Future Land Use designation and the Zoning category.

Dianne Yekel, Senior Planner, presented the maps and described the conditions on the property and the location of the proposed development.

Mr. Miller provided city staff, county departments, Lake County Schools, and public responses to public notice of these cases: City of Leesburg Electric Department noted that this site is outside the city's electric service area; Lake County Schools stated that this development will be subject to school concurrency requirement review, mitigation agreement between the developer and the School Board to provide cash payment for new student stations that will be necessary because of the development should it be approved and constructed; and Lake County Public Works provided significant comments regarding roadway improvements along County Road 33; and will review stormwater management plans. Public (citizen) responses from the neighbors with handouts: concerns were for existing cattle on neighbor's property and need for a concrete fence along the Brighurst property. Mr. Miller described the proposed development site plan that included the number of dwelling units and density. Mr. Miller described the "phasing or expiration clause" that limits the life of the PUD to 48-months from approval; if not substantially commenced at 48-months, the site reverts to RE-1 zoning category that requires one acre per dwelling unit. Development must connect to city water and sewer.

Mr. Miller read staff Recommendations into the record for both cases (Large Scale Comprehensive Plan Map amendment and Planned Unit Development).

Mr. Miller stated that staff is recommending approval of the cases.

Commissioner Marshall posed questions regarding Lake Thomas Road in the neighborhood; Lake County stated that they are not responsible for Lake Thomas Road; Mr. Miller stated that the developer is responsible for maintaining the road during development if there are residents taking access from it.

Andrew McCown, Planning Manager, GAI, made a presentation on behalf of the developer describing the proposed development in detail. Mr. McCown handed out a paper presentation detailing the proposed development.

The transportation consultant from Traffic Mobility Consultants spoke regarding the traffic study that is being performed in support of the development; that there is 15% to 20% remaining

capacity; final study will be completed by the time of the City Commission hearing on September 23rd, 2024.

Mr. McCown pointed out two changes being requested: 1) Lot depth reduction from 120-feet to 115-feet; and 2) rear yard building setback reduction from 18-feet to 15-feet.

Chairman Sennett asked if the lot depth allowed for cars to be parked in the driveway without blocking the sidewalk; Mr. Miller responded in the affirmative.

Vice-Chairman Sanders inquired about the price of the homes. Ben Snyder, Hanover Homes, explained that the price-point has not been established because of the lag time between establishment of entitlements, construction, and sale but that the homes will be market rate housing, standard primary homes.

Commissioner Marshall stated that the lot sizes are too small. Mr. Snyder explained that larger lot sizes push the price of a home upward; that Hanover is trying to keep home prices reasonable; and that 50-foot lots allow for a range of house sizes for a range of home buyers.

Chairman Sennett called for public comment and explained that comments are limited to 3-minutes per speaker and asked that the speakers not be repetitive in their comments.

Chairman Sennett open the meeting for public comment.

Public comments were regarding current uses such as private homes, cattle, hogs, and chickens; close proximity of the proposed dwelling units to their homes, concern for loss of privacy; type and height of fence being proposed; concerned for trespass and increased dogs in pastures killing calves; prefer solid 10-foot concrete fence around the proposed development; concern for loss of property value; not fair to push liability (of charging bulls due to trespass) onto current residents; lower value marketing scheme is being proposed; trash along County Road 33; increased traffic volume and noise; increased traffic incidents because of speed, volume, and blind hill; increased pollution.

Mr. Miller explained that the City of Leesburg supports Lake County Public Works Department regarding transportation and road requirements.

The applicant offered rebuttal regarding number of stories of the dwelling units (some but not all could be two story) and the width of the buffer.

Commissioner Bowersox questioned the fencing being proposed. Ben Snyder responded regarding trespass laws and homeowner comments about concrete walls surrounding their property; that homeowners prefer split-rail fence and vegetative buffer for a more rural feel.

Commissioner Bowersox requested a more permanent fence and that the developer respect the current property owners.

Commissioner Carter asked about the traffic study being public information. Mr. Miller stated that it is public information and can be posted on the city's website.

Commissioner Carter asked Mr. Miller to restate the current zoning. Mr. Miller stated that the current zoning is Lake County Agriculture.

Chairman Sennett closed the public portion of the meeting and opened the meeting for Commission discussion.

Commissioner Bowersox restated his concern for the fence and the security of the current residents.

Commissioner (Vice Chairman) Sanders made a motion to APPROVE CASE # LSCP-24-233 – LAKE BRIGHT/BRIGHURST – LARGE SCALE COMPREHENSIVE PLAN AMENDMENT. Commissioner (Vice Chairman) Sanders’ motion died on the floor for lack of a SECOND.

Commissioner Carter stated that the proposed development is too detrimental to the area; asked for responsible development; and that developers create charter schools in the developments they are proposing.

Chairman Sennett introduced the sixth item on the agenda and asked for a motion.

PUBLIC HEARING CASE # PUD-24-234 – LAKE BRIGHT/BRIGHURST – PLANNED UNIT DEVELOPMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING OF APPROXIMATELY 208.5 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT), FOR A PROPERTY GENERALLY LOCATED EAST OF COUNTY ROAD 33 AND SOUTH OF LAKE BRITE STREET, AND WEST OF COUNTY ROAD 33 AND SOUTH OF DESERT LANE AS LEGALLY DESCRIBED IN SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, SEPTEMBER 23RD, 2024 AND SECOND READING IS TENTATIVELY SCHEDULED FOR TUESDAY, NOVEMBER 12TH, 2024)** (Lake Bright/Brighurst PUD)

Commissioner Marshall made a MOTION to DENY CASE # PUD-24-234 – LAKE BRIGHT/BRIGHURST – PLANNED UNIT DEVELOPMENT. Commissioner O’Kelley SECONDED the motion.

A roll call vote was held on the motion for denial.

The voting took place.

The roll call vote was:

Commissioner Bowersox

Yea

Commissioner Carter	Yea
Chairman Sennett	Yea
Commissioner Kaplan	Yea
Commissioner O’Kelley	Yea
Commissioner Marshall	Yea
Commissioner (Vice Chairman) Sanders	Nay

The motion for DENIAL PASSED by a vote of 6 – 1.

City attorney Watson questioned the Chairman regarding a motion on Item Number 5, CASE # LSCP-24-233 – LAKE BRIGHT/BRIGHURST – LARGE SCALE COMPREHENSIVE PLAN AMENDMENT for clarification of the Planning Commission’s recommendation to the City Commission.

Commissioner O’Kelley made a motion to DENY CASE # LSCP-24-233 – LAKE BRIGHT/BRIGHURST – LARGE SCALE COMPREHENSIVE PLAN AMENDMENT. Commissioner Carter SECONDED the motion.

Chairman Sennett called for a roll call vote.

The voting took place.

The roll call vote was:

Commissioner (Vice Chairman) Sanders	Nay
Commissioner Bowersox	Yea
Commissioner Carter	Yea
Chairman Sennett	Yea
Commissioner Kaplan	Yea
Commissioner O’Kelley	Yea
Commissioner Marshall	Yea

The motion for DENIAL PASSED by a vote of 6 – 1.

Prompted by a question from Commissioner Marshall, City attorney Watson explained the proper procedure for the Planning Commission to make clear recommendations to the City Commission that puts the question before the Planning Commission to rest.

Commissioner Carter clarified that the Planning Commission is a recommending body; not responsible for the final decision.

Mr. Miller stated that this case would be heard on September 23rd City Commission; but to check with Planning and Zoning office to ensure the correct date and time.

Chairman Sennett called for the seventh item to be brought forward.

**PUBLIC HEARING CASE # CPTA-24-230 – 2045 CITY OF LEESBURG
COMPREHENSIVE PLAN UPDATE AND WATER SUPPLY
FACILITIES WORK PLAN UPDATE – COMPREHENSIVE PLAN
TEXT AMENDMENT**

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA AMENDING THE CITY’S COMPREHENSIVE PLAN FUTURE LAND USE ELEMENT; TRANSPORTATION ELEMENT; HOUSING ELEMENT; SANITARY SEWER ELEMENT; POTABLE WATER ELEMENT; SOLID WASTE ELEMENT; DRAINAGE ELEMENT; AQUIFER RECHARGE ELEMENT; CONSERVATION ELEMENT; RECREATION AND OPEN SPACE ELEMENT; INTERGOVERNMENTAL COORDINATION ELEMENT; CAPITAL IMPROVEMENTS ELEMENT; AVIATION ELEMENT; PROPERTY RIGHTS ELEMENT UNDER THE PROCEDURES ESTABLISHED IN SECTIONS 163.3184(2) AND (4); AND TO COMPLY WITH SECTIONS 163 AND 373 OF THE FLORIDA STATUTES RELATED TO WATER SUPPLY PLANNING REQUIREMENTS BY AMENDING “THE WATER SUPPLY FACILITIES WORK PLAN” AND INCORPORATING THE WATER SUPPLY FACILITIES WORK PLAN AS AN APPENDIX TO THE POTABLE WATER ELEMENT; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, SEPTEMBER 9th, 2024 AND SECOND READING IS TENTATIVELY SCHEDULED FOR MONDAY, DECEMBER 12TH, 2024)** (Comprehensive Plan Update / Water Supply Facilities Work Plan Update)

Mr. Miller explained the reason for, and timeline for, revision to the city’s Comprehensive Plan which has been updated for public review and will be submitted to the Florida Department of Commerce for state agency review.

Mr. Miller also explained the organization of the revised Comprehensive Plan and some of the changes that were introduced during the revision process.

Mr. Miller also explained the difference between Future Land Use and Zoning.

Mr. Miller introduced the city’s consultant, Calvin Giordano and Associates (CGA), representatives, Luis Serna and Alyssa Livingstone.

The Commission and Mr. Miller discussed population counts.

Chairman Sennett called for a motion regarding case #CPTA-24-230 – 2045 CITY OF

LEESBURG COMPREHENSIVE PLAN UPDATE AND WATER SUPPLY FACILITIES
WORK PLAN UPDATE – COMPREHENSIVE PLAN TEXT AMENDMENT.

Commissioner Bowersox made a motion to APPROVE case # CPTA-24-230 – 2045 CITY OF LEESBURG COMPREHENSIVE PLAN UPDATE AND WATER SUPPLY FACILITIES WORK PLAN UPDATE – COMPREHENSIVE PLAN TEXT AMENDMENT. Commissioner Carter SECONDED the motion.

Chairman Sennett called for a roll call vote.

Roll call vote was:

Commissioner Carter	Yea
Chairman Sennett	Yea
Commissioner Kaplan	Yea
Commissioner O’Kelley	Yea
Commissioner Marshall	Yea
Commissioner (Vice-Chairman) Sanders	Yea
Commissioner Bowersox	Yea

The motion PASSED by a vote of 7-0.

DISCUSSION ITEMS

None

ANNOUNCEMENTS

None

ADJOURNMENT

Chairman Sennett adjourned the meeting at 6:48 p.m.

Timothy H. Sennett, Chairman

Kandi Harper, Deputy Planning and Zoning Director

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.4.

Meeting Date: November 12, 2024

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 208.5 +/- acres; and being generally located east of County Road 33 and south of Lake Brite Street, and west of County Road 33 and south of Desert Lane, lying in Section 3, Township 21 South, Range 24 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date. (Lake Bright/Brighurst ANNX)

Staff Recommendation:

The Planning and Zoning staff recommend approval of the proposed ordinance for annexation of 208.5 +/- acres.

Analysis:

The applicant has submitted a request for annexation of approximately 208.5 +/- acres, generally located east of County Road 33 and south of Lake Brite Street, and west of County Road 33 and south of Desert Lane, as shown on the attached General Location Map. At this time, the property is partially developed with a residential use, and undeveloped agricultural acreage. The current zoning is Lake County A (Agriculture); the proposed zoning is City PUD (Planned Unit Development). The reason for this request is to connect to city utilities and develop under City Zoning and Future Land Use regulations.

The proposal for the property is 518 single-family residential lots, comprised of 50' x 120' and 60' x 120' lots, with associated amenities. The property is surrounded by Lake County A (Agriculture), AR (Agricultural Residential), RA (Ranchette District); and City of Leesburg PUD (Planned Unit Development).

Also, on this City Commission agenda, is a Large-Scale Comprehensive Plan Amendment, which, along with the Planned Unit Development Application, had a recommendation for approval, as conditioned, from P&Z Staff, and a recommendation for **denial** of the request as proposed at the Planning Commission at the public hearing held on August 22, 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 ad valorem tax revenue.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 208.5 +/- ACRES; AND BEING GENERALLY LOCATED EAST OF COUNTY ROAD 33 AND SOUTH OF LAKE BRITE STREET, AND WEST OF COUNTY ROAD 33 AND SOUTH OF DESERT LANE, LYING IN SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; PROVIDING THAT SAID PROPERTY SO ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY; PROVIDING THAT SUCH ANNEXED PROPERTY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL SUCH TERRITORY HAD BEEN A PART OF THE CITY OF LEESBURG AT THE TIME OF PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES; PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE PLACED IN CITY COMMISSION DISTRICT 3; AND PROVIDING AN EFFECTIVE DATE. (LAKE BRIGHT/BRIGHURST ANNEX)

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

Section 1.

Based upon the petition of Ben Snyder, Hanover Land Company, Petitioner, "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 3.;

Section 3.

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

Section 4.

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

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 12th day of November 2024.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Lake Bright/Brighurst – East of County Road 33 and south of Lake Brite Street, and west of County Road 33 and south of Desert Lane
ANNX-24-232, LSCP-24-233, PUD-24-234
AK#s: 3319397, 1701422, 1701392, 1044189, 1044171, 1044162
Legal Description Taken from Application
Tuesday, July 16, 2024

LEGAL DESCRIPTIONS:

PARCEL 1 O.R. BOOK 2460, PG, 269

E-1/2 OF SW-1/4; AND THAT PORTION OF THE NW-1/4 OF SE-1/4 LYING WEST OF THE RIGHT-OF-WAY LINE OF STATE ROAD NO. 33 (FORMERLY STATE HIGHWAY NO. 2), LESS THE NORTH 200 FEET THEREOF; AND

THAT PORTION OF THE SE-1/4 OF NW-1/4 AND THE SW 1/4 OF NE 1/4 DESCRIBED AS BEGINNING AT A POINT IN THE WEST LINE OF SAID SE-1/4 OF NW-1/4 900 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SE-1/4 OF NW 1/4 THENCE RUN EAST PARALLEL WITH THE SOUTH LINES OF SAID SE 1/4 OF NW 1/4 AND SAID SW 1/4 OF NE 1/4 A DISTANCE OF 1810 FEET, MORE OR LESS TO A POINT IN THE WEST RIGHT OF WAY LINE OF STATE ROAD 33 (FORMERLY STATE HIGHWAY NO. 2) THENCE SOUTHERLY WITH WEST RIGHT-OF-WAY OF SAID STATE ROAD NO. 33 TO A POINT IN THE SOUTHLINE OF SAID SW 1/4 OF NE 1/4; THENCE WEST WITH THE SOUTHLINES OF SAID SW 1/4 OF NE 1/4 AND SAID SE 1/4 OF NW 1/4 THENCE NORTH WITH THE LINE OF SAID SE 1/4 OF NW 1/4 A DISTANCE OF 420.26 FEET MORE OR LESS, TO THE POINT OF BEGINNING
AND

THE SOUTH 420.26 FEET OF THE EAST 1/2 OF THE SW 1/4 OF NW 1/4

PARCEL 2

, LESS AND EXCEPT THE FOLLOWING:

O.R. Book 1349 Page 0146

A STRIP OF LAND 66.00 FEET WIDE BOUNDED ON THE WEST BY THE WEST LINE OF THE EAST 1/2 OF THE SW 1/4 OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST AND ON THE EAST BY THE WESTERLY RIGHT-OF-WAY OF STATE ROAD 33 (NOW COUNTY ROAD 33) AND LYING 33.00 FEET ON EACH SIDE OF THE FOLLOWING--DESCRIBED CENTERLINE:

FROM THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE SW 1/4 OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, RUN NORTH ALONG THE WEST LINE OF THE SAID EAST 1/2 A DISTANCE OF 689.05 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING TURN TO THE RIGHT AN ANGLE OF 89 DEG. 56' 26" AND RUN EASTERLY 141.67 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 94.14 FEET, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25 DEG. 30' 12.9" A DISTANCE OF 41.91 FEET TO THE END OF SAID CURVE, THEN SOUTHEASTERLY ALONG A LINE TANGENT TO THE AFORE DESCRIBED CURVE 126.43 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY. -AND HAVING A RADIUS OF 439.70 FEET, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16 DEG. 32' 13.8" A DISTANCE OF 126.91 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 861.43 FEET, THENCE SOUTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 142 DEG. 36' 45" A DISTANCE OF 640.67 FEET TO THE END OF SAID CURVE, THENCE ALONG A LINE TANGENT TO THE PRECEDING CURVE RUN EASTERLY 396.08 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 920.03 FEET, THENCE EASTERLY ALONG THE ARC OF SAID CURVE 130 FEET, MORE OR LESS, TO THE WESTERLY RIGHT-OF-WAY OF STATE ROAD 33.

Lake Bright/Brighurst – East of County Road 33 and south of Lake Brite Street, and west of County Road 33 and south of Desert Lane
ANNX-24-232, LSCP-24-233, PUD-24-234
AK#: 3319397, 1701422, 1701392, 1044189, 1044171, 1044162
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Tuesday, July 16, 2024

PARCEL 3
O.R. BOOK 1509, PAGE 1867

PARCEL A

FROM THE NE CORNER OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3 A DISTANCE OF 2019.82 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, FROM SAID POINT OF BEGINNING RUN THENCE WESTERLY AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 2080 FEET MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD 33, SAID POINT BEING HEREBY DESIGNATED AS POINT "A". BEGIN AGAIN AT THE POINT OF BEGINNING AND RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3, A DISTANCE OF 537.25 FEET; THENCE WESTERLY AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 2120 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD 33, THENCE NORTHERLY ALONG SAID RIGHT OF WAY LINE TO THE ABOVE DESIGNATED POINT "A".

PARCEL B

FROM THE NE CORNER OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3 A DISTANCE OF 2557.07 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM SAID POINT OF BEGINNING RUN THENCE WESTERLY AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3 A DISTANCE OF 2120 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD 33, SAID POINT BEING HEREBY DESIGNATED AS POINT "A". BEGIN AGAIN AT THE POINT OF BEGINNING AND RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3 A DISTANCE OF 537.25 FEET; THENCE WESTERLY AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 2160 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD 33, THENCE NORTHERLY ALONG SAID RIGHT OF WAY TO THE ABOVE DESIGNATED POINT "A".

PARCEL 4
O.R. BOOK 3370 PAGE 1207

THAT PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: FROM THE NORTHEAST CORNER OF SAID SECTION 3, RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3, A DISTANCE OF 1594.22 FEET FOR THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM SAID POINT OF BEGINNING RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3 A DISTANCE OF 425.60 FEET; THENCE WEST AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 2080 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD NO. 33, SAID POINT BEING HEREBY DESIGNATED AS POINT "A". BEGIN AGAIN AT THE POINT OF BEGINNING AND RUN THENCE WEST AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3 A DISTANCE OF 2100 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD NO. 33; THENCE SOUTHERLY ALONG SAID RIGHT OF WAY LINE TO THE ABOVE DESIGNATED POINT "A".

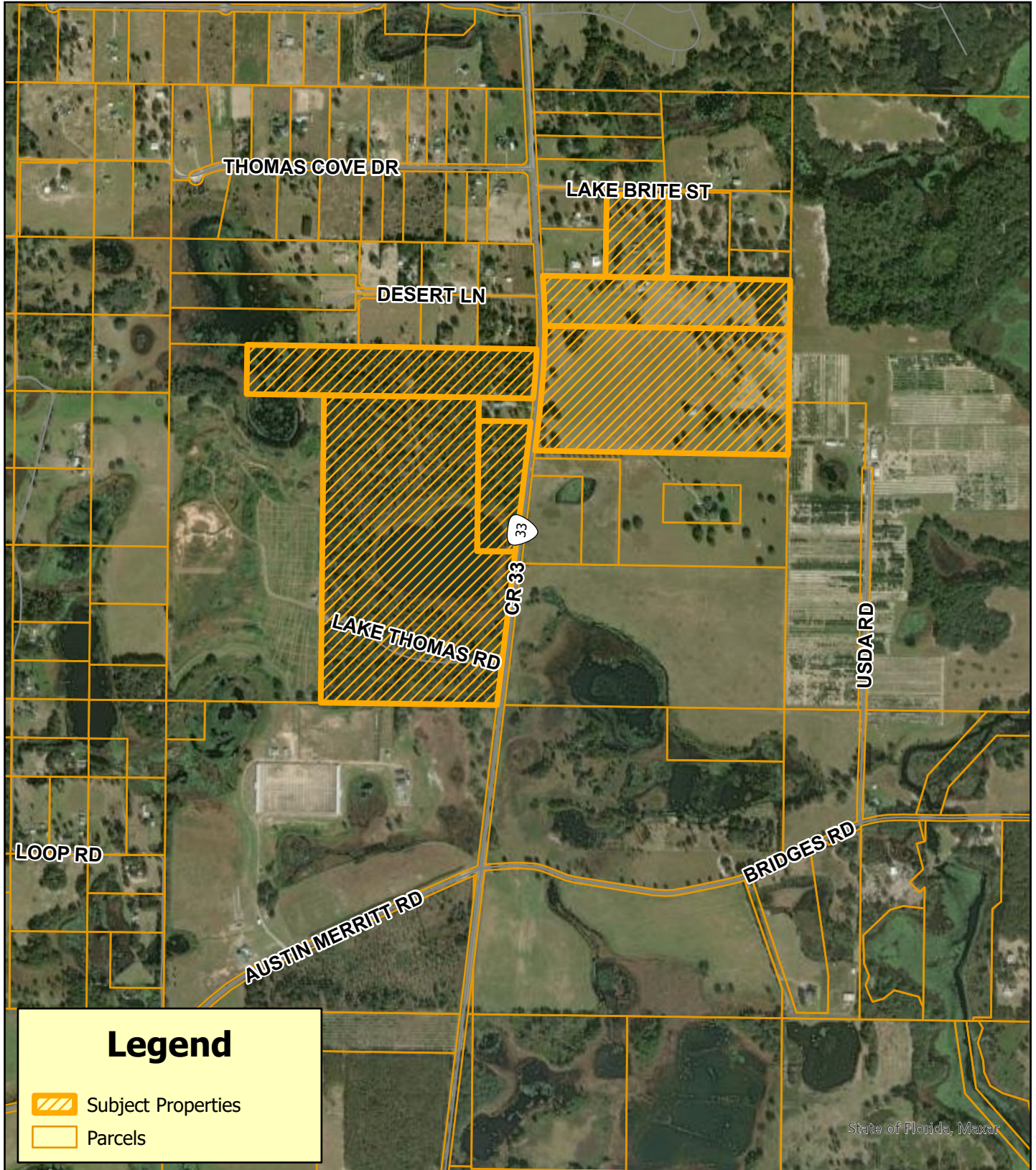
Lake Bright/Brighurst – East of County Road 33 and south of Lake Brite Street, and west of County Road 33 and south of Desert Lane
ANNX-24-232, LSCP-24-233, PUD-24-234
AK#s: 3319397, 1701422, 1701392, 1044189, 1044171, 1044162
Legal Description Taken from Application
Tuesday, July 16, 2024

PARCEL 5
O.R. BOOK 4077 PAGE 2208

FROM THE NORTHEAST CORNER OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 0°04'00" EAST ALONG THE EAST LINE OF SAID SECTION, 836.12 FEET; THENCE CONTINUE SOUTH 0°04'00" EAST ALONG SAID SECTION LINE 758.10 FEET; THENCE NORTH 89°54'41" WEST PARALLEL WITH THE NORTH LINE OF THE NORTHEAST 1/4 A DISTANCE OF 1056 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE NORTH 89°54'41" WEST ALONG SAID PARALLEL LINE 525 FEET; THENCE NORTH 0°04'00" WEST PARALLEL THE EAST LINE OF SAID SECTION 3, 705.92 FEET TO A POINT ON A LINE, SAID LINE BEING 896.12 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 3; THENCE SOUTH 89°54'41" EAST PARALLEL WITH SAID NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3 A DISTANCE OF 228 FEET; THENCE SOUTH 0°04'00" EAST PARALLEL WITH SAID EAST LINE OF SECTION 3 A DISTANCE OF 10 FEET; THENCE SOUTH 89°54'41" EAST PARALLEL WITH SAID NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 3 A DISTANCE OF 300 FEET; THENCE SOUTH 0°04'00" EAST PARALLEL WITH SAID EAST LINE OF SECTION 3 A DISTANCE OF 696.84 FEET TO THE POINT OF BEGINNING AND POINT OF TERMINUS.

TOGETHER WITH AN INGRESS AND EGRESS EASEMENT OVER, UPON AND THRU; THE NORTH 80 FEET. LESS THE EAST 1056 FEET TO THE FOLLOWING DESCRIBED PROPERTY; COMMENCE AT THE NORTHEAST CORNER OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 0°04'00" EAST ALONG THE EAST LINE OF SAID SECTION 836.12 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 0°04'00" EAST ALONG SAID SECTION 758.10 FEET; THENCE NORTH 89°54'41" WEST PARALLEL WITH THE NORTH LINE OF THE NORTHEAST 1/4 A DISTANCE OF 2113.54 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 33; THENCE NORTH 03°48'19" WEST ALONG SAID RIGHT-OF-WAY LINE 755.60 FEET; THENCE SOUTH 89°54'43" EAST PARALLEL WITH THE AFORESAID NORTH LINE OF THE NORTHEAST 1/4 A DISTANCE OF 2164.46 FEET TO THE POINT OF BEGINNING.

Extended Aerial

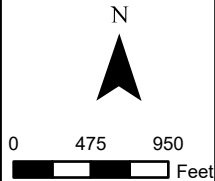


Legend

-  Subject Properties
-  Parcels

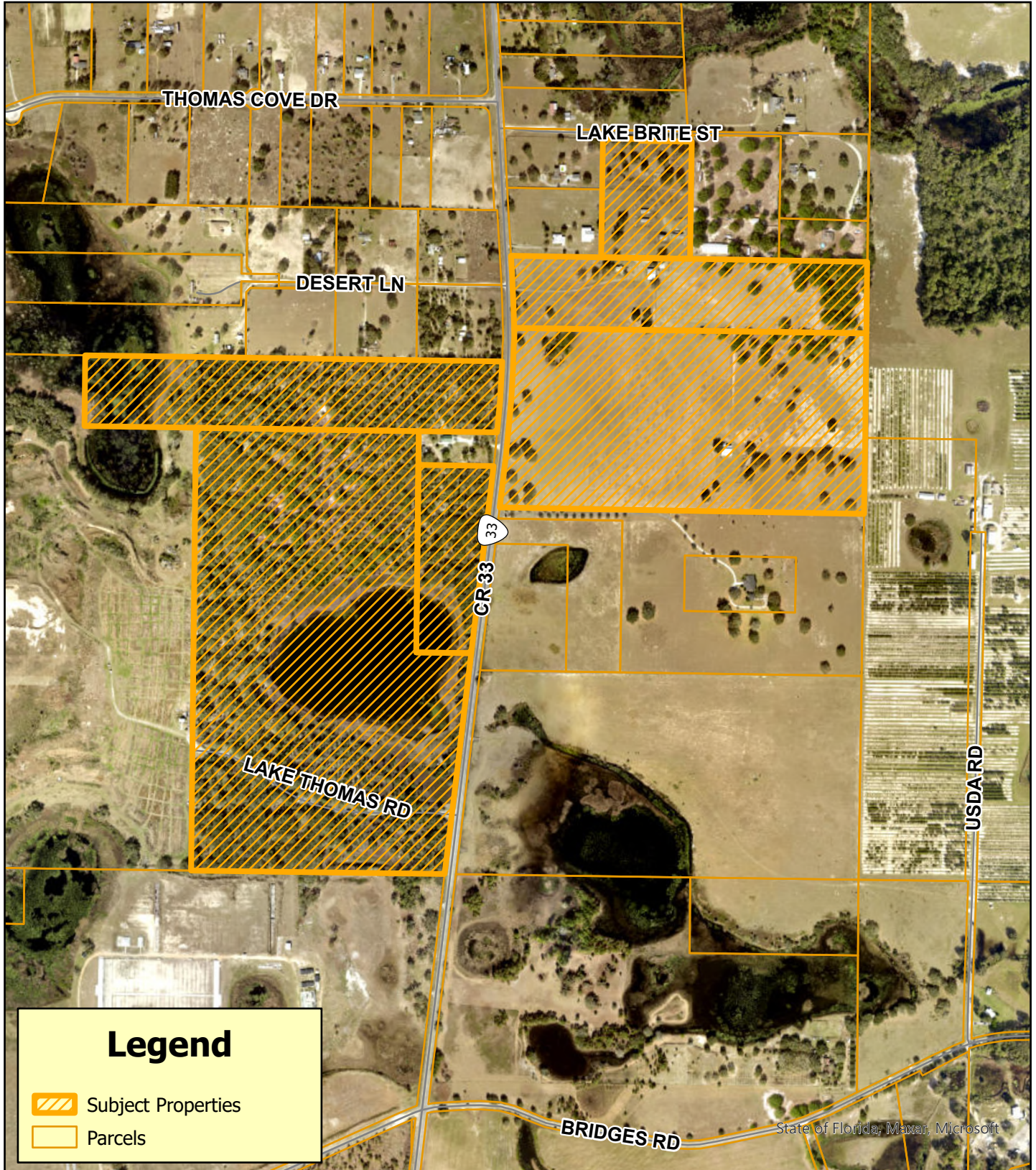


**Planning
& Zoning
Division**

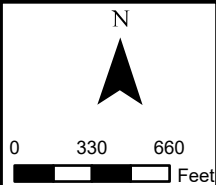


Lake Bright/Brighurst CR 33
(ANNX-24-232); LSCP-24-233; PUD-24-234
Alternate Key(s): 3319397, 1701422, 1701392, 1044189, 1044171, 1044162
Section 3, Township 21 South, Range 24 East
July 11, 2024

Aerial

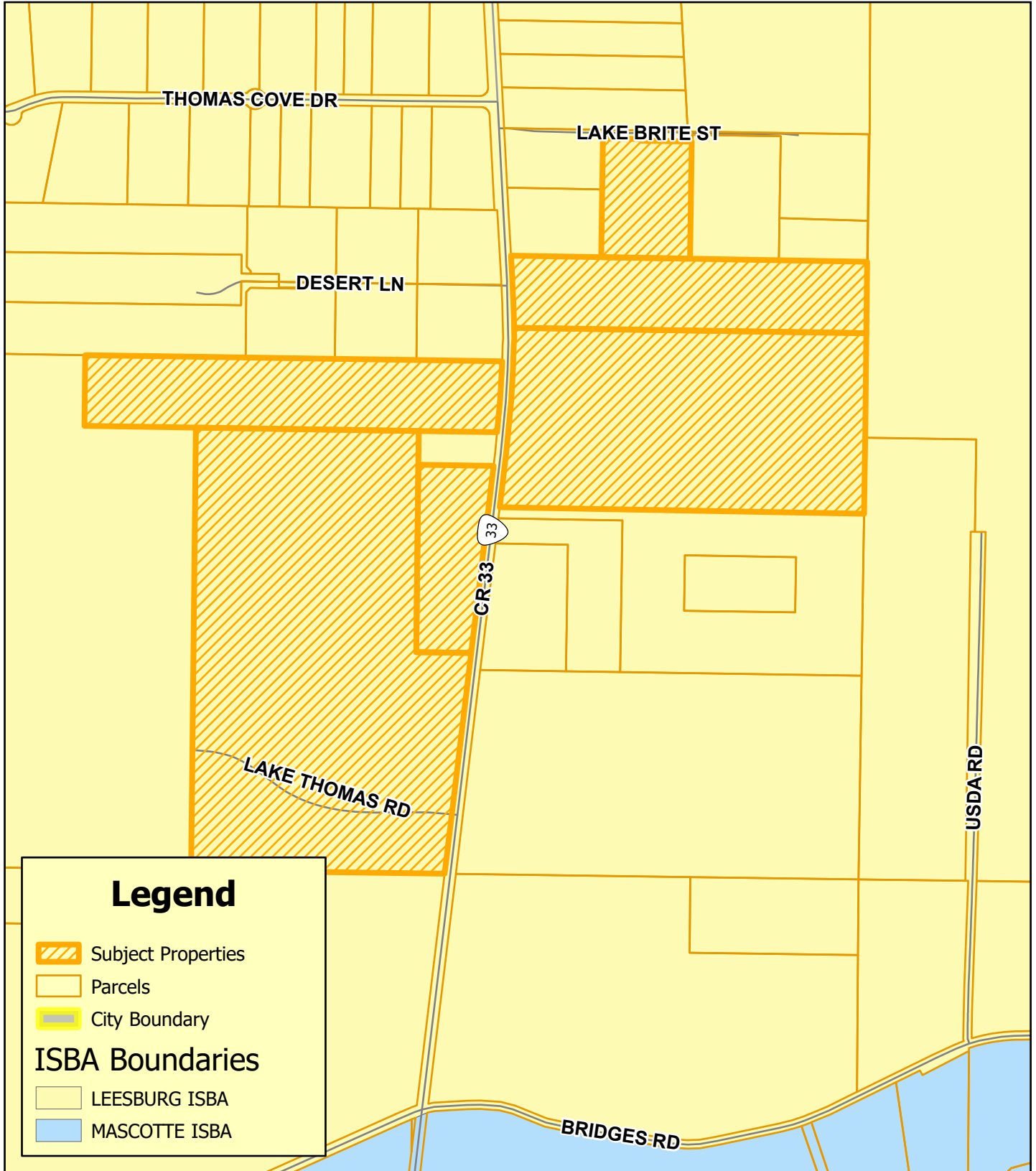


**Planning
& Zoning
Division**

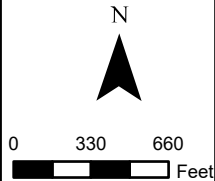


Lake Bright/Brighurst CR 33
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Section 3, Township 21 South, Range 24 East
July 11, 2024

City Boundary and ISBA

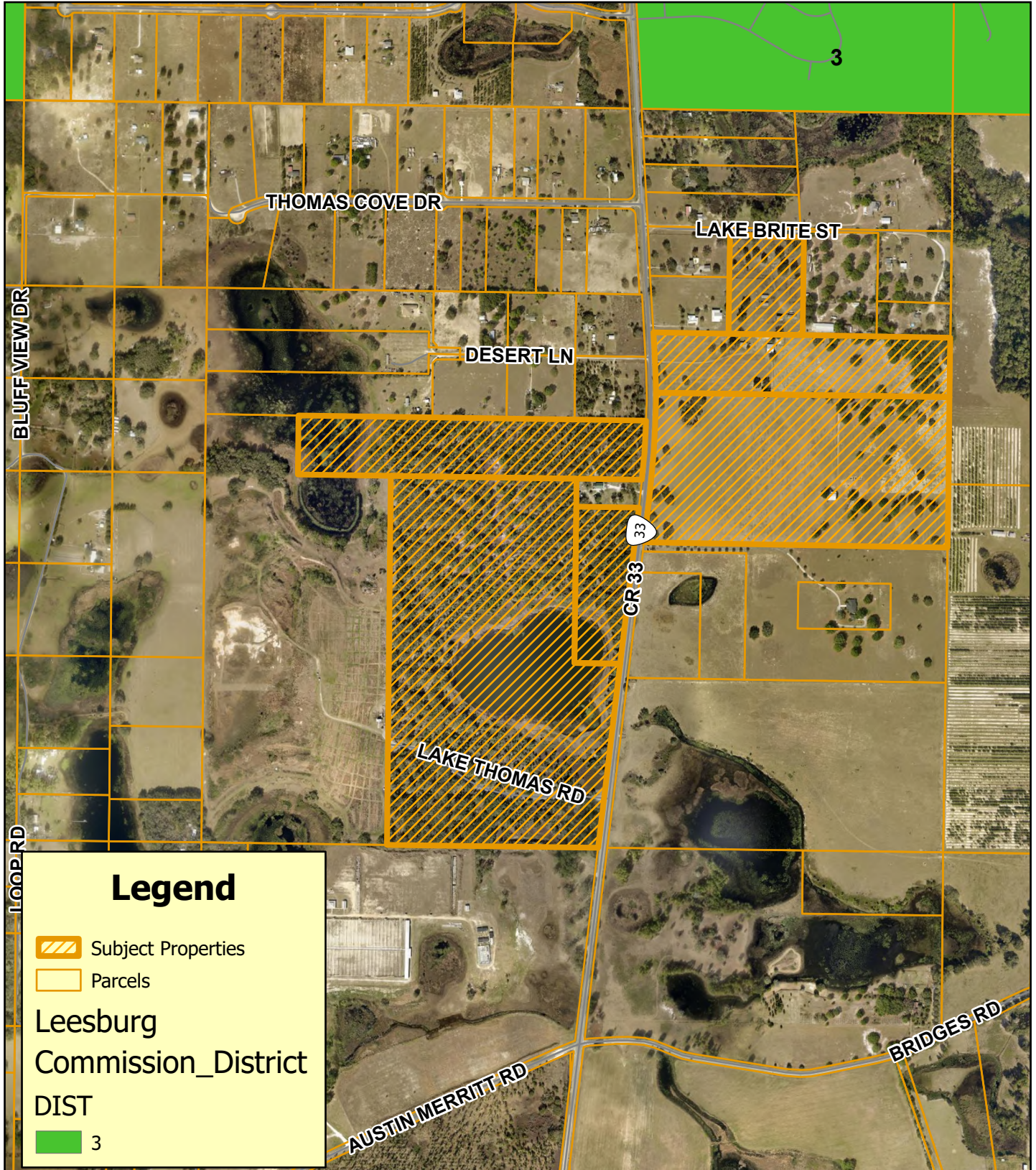


**Planning
& Zoning
Division**

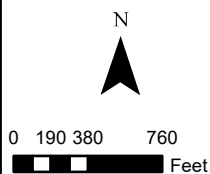


Lake Bright/Brighurst CR 33
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Commission District



**Planning
& Zoning
Division**



Lake Bright/Brighurst CR 33
(ANNX-24-232); LSCP-24-233; PUD-24-234
Alternate Key(s): 3319397, 1701422, 1701392, 1044189, 1044171, 1044162
Section 3, Township 21 South, Range 24 East
July 16, 2024

RECEIVED October 25, 2024
Leesburg 24-06ESR
Lake Bright - Brighurst
ANNX-24-232; LSCP-24-233;
PUD-24-234

October 25, 2023

The Honorable Jimmy Burry
Mayor, City of Leesburg
501 West Meadow Street
Leesburg, Florida 34748

Dear Mayor Burry:

FloridaCommerce has reviewed the City of Leesburg proposed comprehensive plan amendment (Amendment No. 24-06ESR), received on September 25, 2024, pursuant to the expedited state review process in Section 163.3184(2) and (3), Florida Statutes (F.S.). We have identified no comment related to adverse impacts to important state resources and facilities within FloridaCommerce's authorized scope of review.

We are, however, providing two technical assistance comments consistent with Section 163.3168(3), F.S. The technical assistance comments will not form the basis of a challenge. They are offered either as suggestions which can strengthen the City's comprehensive plan in order to foster a vibrant, healthy community or are technical in nature and designed to ensure consistency with the Community Planning Act in Chapter 163, Part II, F.S. The technical assistance comments are:

Technical Assistance Comment 1) Annexation.

The property proposed for annexation does not appear to be contiguous with the City's existing borders, contrary to the requirements of Section 165.061 (Standards for incorporation, merger, and dissolution) and Section 171.043 (Character of the area to be annexed) of the Florida Statutes. The City should consult with its legal counsel to ensure the statutory requirements for annexation are met.

Technical Assistance Comment 2) Inadequate Public Facilities Data and Analysis.

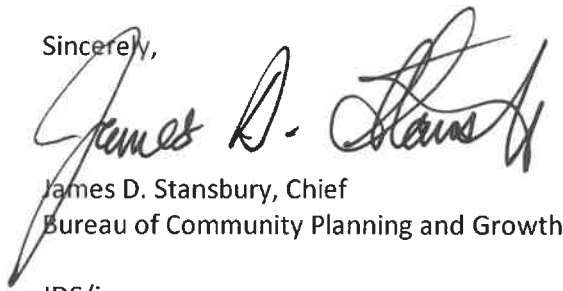
The supporting data and analysis for the proposed amendment does not adequately demonstrate the availability and planning for adequate public facilities for the demand generated by the amendment's maximum development potential. Prior to adoption, the City should support the amendment with data and analysis demonstrating necessary public facilities have been planned for the development associated with the amendment. If necessary, the City should revise the development associated with the amendment to be based on the supporting public facilities data and analysis. If the City intends to base the public facilities analysis upon the amount of development proposed within the master plan development program that is associated with the FLUM amendment, then a new site-specific policy or footnote should be added to the Future Land Use Element of the City's Comprehensive Plan that references the Ordinance number adopting the aforementioned development program of the master plan.

The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment. In addition, the City is reminded that:

- Section 163.3184(3)(b), F.S., authorizes other reviewing agencies to provide comments directly to the City. **If the City receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption.**
- **The second public hearing**, which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of agency comments or the amendment shall be **deemed withdrawn** unless extended by agreement with notice to FloridaCommerce and any affected party that provided comment on the amendment pursuant to Section 163.3184(3)(c)1., F.S.
- **The adopted amendment must be transmitted to FloridaCommerce within ten working days after the second public hearing pursuant to 163.3184(3)(c)2., F.S.** Under Section 163.3184(3)(c)2. and 4., F.S., the **amendment effective date** is 31 days after FloridaCommerce notifies the City that the amendment package is complete or, if challenged, until it is found to be in compliance by FloridaCommerce or the Administration Commission.

If you have any questions concerning this review, please contact Jana Williams, Regional Planning Administrator, by telephone at (850)-717-8483 or by email at jana.williams@commerce.fl.gov.

Sincerely,



James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/jw

Enclosure(s): Procedures for Adoption

cc: Debbie Flynn, Senior Planner, Growth Management Department, City of Palm Bay
John Patterson, AICP, Planner 3, East Central Florida Regional Planning Council

SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR EXPEDITED STATE REVIEW

Section 163.3184(3), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit electronically using FloridaCommerce's electronic amendment submittal portal "[Comprehensive Plan and Amendment Upload](https://fideo.my.salesforce-sites.com/cp/)" (<https://fideo.my.salesforce-sites.com/cp/>) or submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ State Land Planning Agency identification number for adopted amendment package;

_____ Summary description of the adoption package, including any amendments proposed but not adopted;

_____ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

_____ Ordinance number and adoption date;

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact;

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format.

_____ In the case of future land use map amendments, an adopted future land use map, **in color format**, clearly depicting the parcel, its future land use designation, and its adopted designation.

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

_____ Copy of the executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for expedited review:

"The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance."

_____ List of additional changes made in the adopted amendment that the State Land Planning Agency did not previously review;

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

_____ Statement indicating the relationship of the additional changes not previously reviewed by the State Land Planning Agency in response to the comment letter from the State Land Planning Agency.



Department of Public Works, Engineering Division
P.O. Box 7800 • 350 N. Sinclair Ave. • Tavares, FL 32778

August 16, 2024

Max VanAllen
Planner
City of Leesburg
Planning and Zoning Department
204 North 5th Street
Leesburg, Florida 34749
(sent via email)

RE: PROJECT: Orange Bend / Planned Unit Development - Mixed Use Planned Use Development
CASE NO.: PUD-24-234

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.

Major comments for CR 33

- Turn Lanes are required on CR 33 at the development's proposed access.
- Additional right-of-way may be required for CR 33.
- A trail along the development road frontage for CR 33 will need to be accommodated.
- A traffic impact analysis is recommended to be provided and reviewed prior to the PUD hearing.

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

Lake County Department of Public Works recommended requirements for the Tierra Vista PUD impacts to roadways and drainage systems:

CR 33:

- Access off CR 33 will need to meet Lake County access management requirements.
- Left and Right Turn Lanes on CR 33 at the proposed entrances to this development will be required.
- The development will need to accommodate for the West Lake Trail along the property's CR 33 road frontage.
- Additional right-of-way for CR 33 may be required to meet the minimum requirements for a collector roadway and to accommodate the offsite road improvements while maintaining the road drainage. Further evaluation will be performed with subdivision plans based on impacts due to drainage, sidewalk, turn lanes, shoulders, etc. The adopted minimum right-of-way widths for County Collector Road is 100-ft (50-ft from centerline of pavement).
- A preliminary review of the right-of-way based the historic SR 33 FDOT Right-of-Way Map is 33-ft from centerline. A detailed survey of CR 33 will be required the will need to verify all property lines, right-of-way, surface/above ground utilities, and other features of the right-of-way.
- CR 33 is defined with a functional road classification of 'rural major collector' by the Lake County Comprehensive Plan and adopted Lake-Sumter Metropolitan Planning Organization (LSMPO) Plan.

Lake Thomas Road:

- Lake Thomas Road appears to be a public right of way per ORB1349/PG146. This road is not in the county road maintenance. The proposed PUD plan appears to alter the path of this road and the access for the western parcel with alt key 1701414 (not part of this proposed PUD). Any vacation petition for the removal of the existing right-of-way should be processed by the city and new right-of-way providing access to the western parcel should be provided at the same time of vacation of right-of-way.
- The development will need to revise the concept plan showing the access to the western parcel with alt key 1701414. This access would need to be a right-of-way and a road meeting local paved road standard.

Traffic:

- A Traffic Impact Analysis (TIA) will be required of this development for review by the Lake-Sumter MPO and Lake County Public Works Department. The TIA will need to follow the Lake-Sumter MPO Traffic Impact Analysis Methodology and Guideline the methodology will need to be worked out prior to TIA submittal.

- The TIA is highly recommended to be provided for review by Lake-Sumter MPO and Lake County prior to public hearings for the PUD.

Internal connectivity:

- The development is recommended to have internal pedestrian and bicycle connectivity throughout the development and to CR 33.

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 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 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

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, Chief Planner for Lake County
Dan Miller, Planning Manager for City of Leesburg

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.5.

Meeting Date: November 12, 2024

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 208.5 +/- acres from Lake County Rural to City of Leesburg Estate Residential, for a property generally located east of County Road 33 and south of Lake Brite Street, and west of County Road 33 and south of Desert Lane, lying in Section 3, Township 21 South, Range 24 East, Lake County, Florida; and providing an effective date. (Lake Bright/Brighurst LSCP)

Staff Recommendation:

The Planning & Zoning Staff recommend approval of the proposed large-scale comp plan amendment to the City's Future Land Use Map on 208.5 +/- acres from Lake County Rural to City of Leesburg Estate Residential. However, the Planning Commission recommended **DENIAL**, by a vote of 6-1, citing concerns about increased traffic, housing density, total number of housing units and the need for solid wall buffering, due to nearby animal/farming operations.

Analysis:

The project site is approximately 208.5 acres. The property is generally located east of County Road 33 and south of Lake Brite Street, and west of County Road 33 and south of Desert Lane. Currently, the property is residential and agricultural acreage. The proposed use is for single-family residential development. The surrounding Future Land Use Map designations of Lake County Rural, Lake County Conservation, and City of Leesburg Neighborhood Mixed Use are compatible, as conditioned in the PUD zoning, with the proposed future land use designation of City Estate Residential.

The Planning Commission held a public hearing on the application on August 22, 2024, recommending **DENIAL**, by a vote of 6-1, of the Future Land Use Map amendment, as noted in the Staff Recommendation above.

Procurement Analysis:

N/A

Options:

1. Approve the requested large-scale comprehensive plan amendment from Lake County Rural to City of

Leesburg Estate Residential; or

2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

There is no direct fiscal impact to the City for this action. Future development of the property will increase this anticipated impact from collection of impact fees, ad valorem taxes and utility charges.

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 208.5 +/- ACRES FROM LAKE COUNTY RURAL TO CITY OF LEESBURG ESTATE RESIDENTIAL, FOR A PROPERTY GENERALLY LOCATED EAST OF COUNTY ROAD 33 AND SOUTH OF LAKE BRITE STREET, AND WEST OF COUNTY ROAD 33 AND SOUTH OF DESERT LANE, LYING IN SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (LAKE BRIGHT/BRIGHURST LSCP)

WHEREAS, the City Commission has received written objections, recommendations, and comments from the City of Leesburg Planning Commission, acting as the Local Planning Agenda, regarding amendment of the Comprehensive Plan of the City of Leesburg, and has made their recommendation of denial of the Plan, as proposed, known to the City Commission; 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 208.5 acres of land generally located east of County Road 33 and south of Lake Brite Street, and west of County Road 33 and south of Desert Lane, as shown on the revised map of said area, lying in Section 3, Township 21 South, Range 24 East, Lake County Florida;

Section 2.

That this amendment is hereby transmitted to the Florida Department of Commerce as required by the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes;

Section 3.

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

Section 4.

This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 12th day of November 2024.

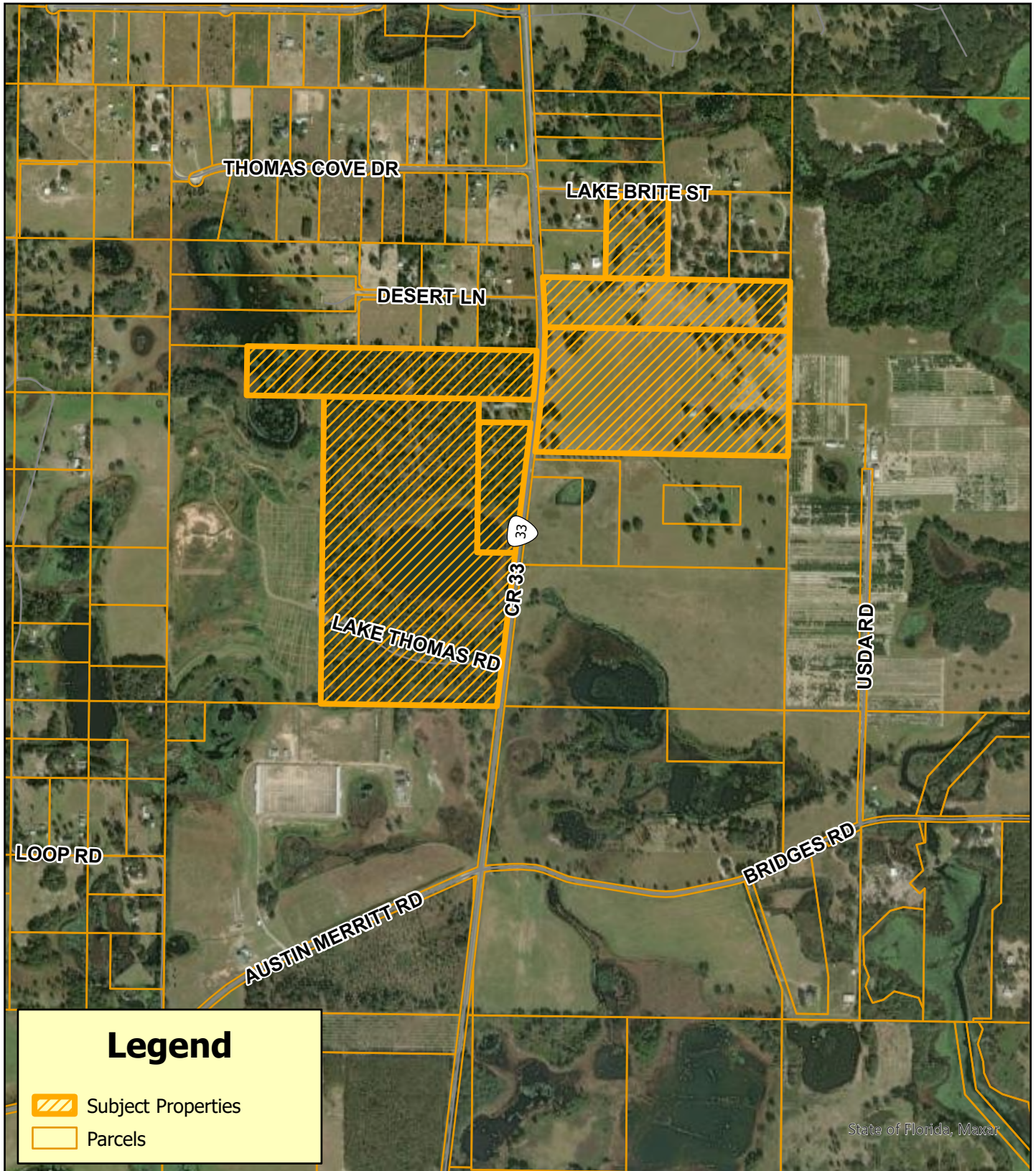
THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Extended Aerial

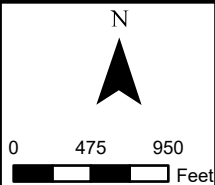


Legend

-  Subject Properties
-  Parcels

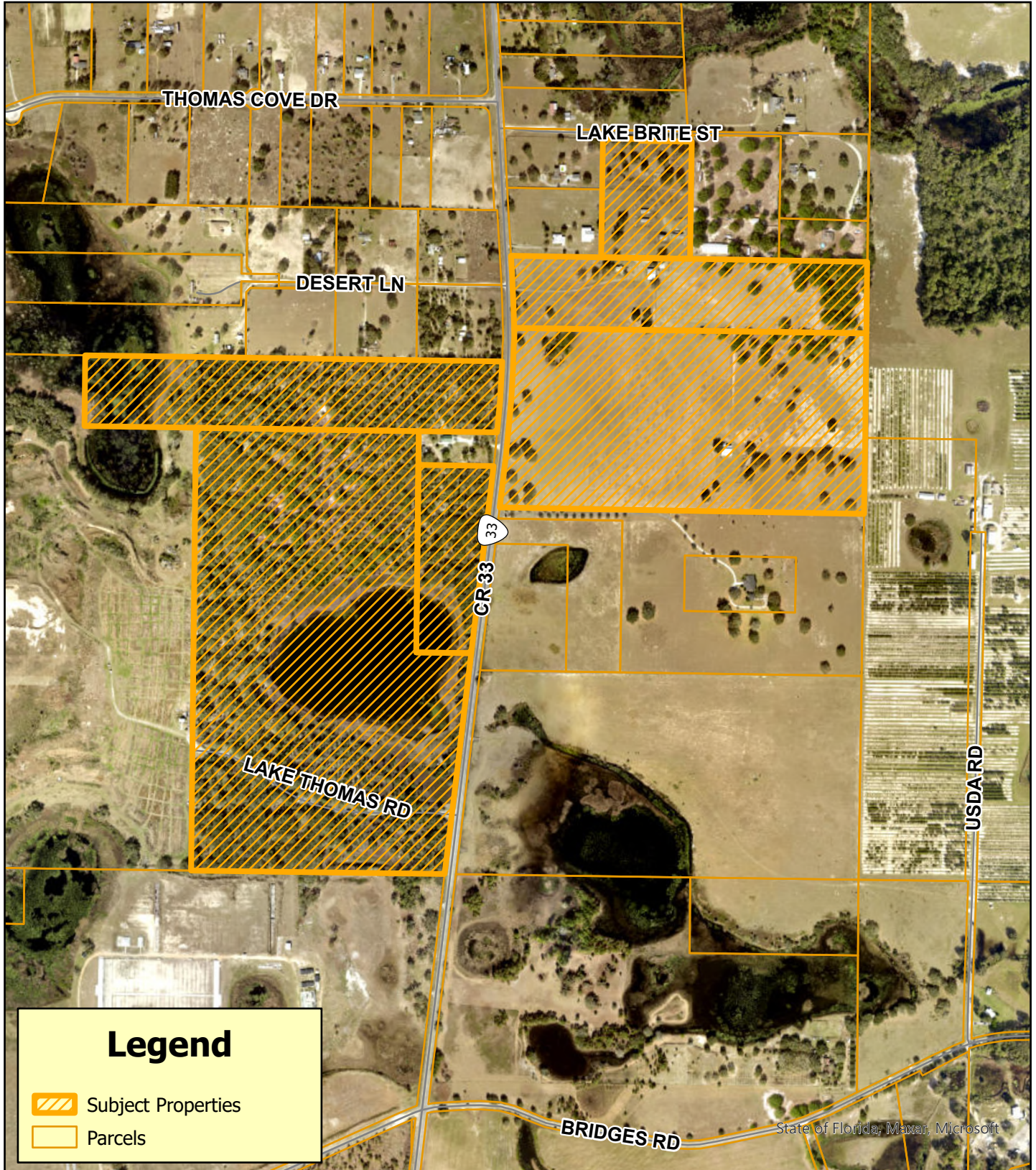


**Planning
& Zoning
Division**

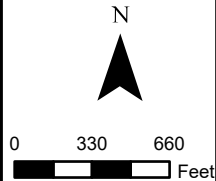


Lake Bright/Brighurst CR 33
(ANNX-24-232); LSCP-24-233; PUD-24-234
Alternate Key(s): 3319397, 1701422, 1701392, 1044189, 1044171, 1044162
Section 3, Township 21 South, Range 24 East
July 11, 2024

Aerial

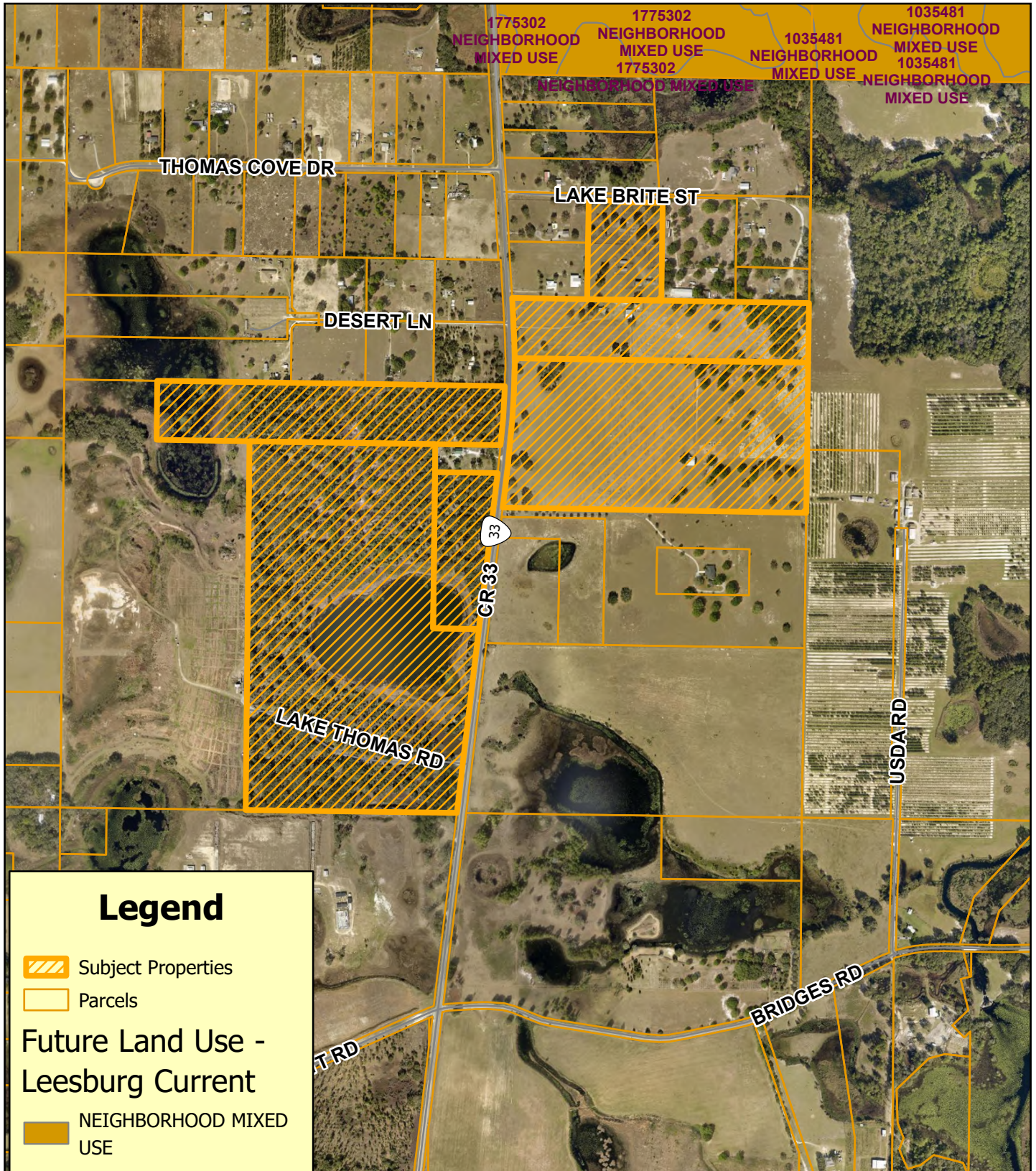


**Planning
& Zoning
Division**

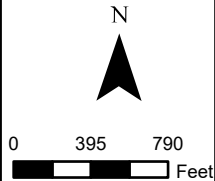


Lake Bright/Brighurst CR 33
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Section 3, Township 21 South, Range 24 East
July 11, 2024

City of Leesburg Future Land Use

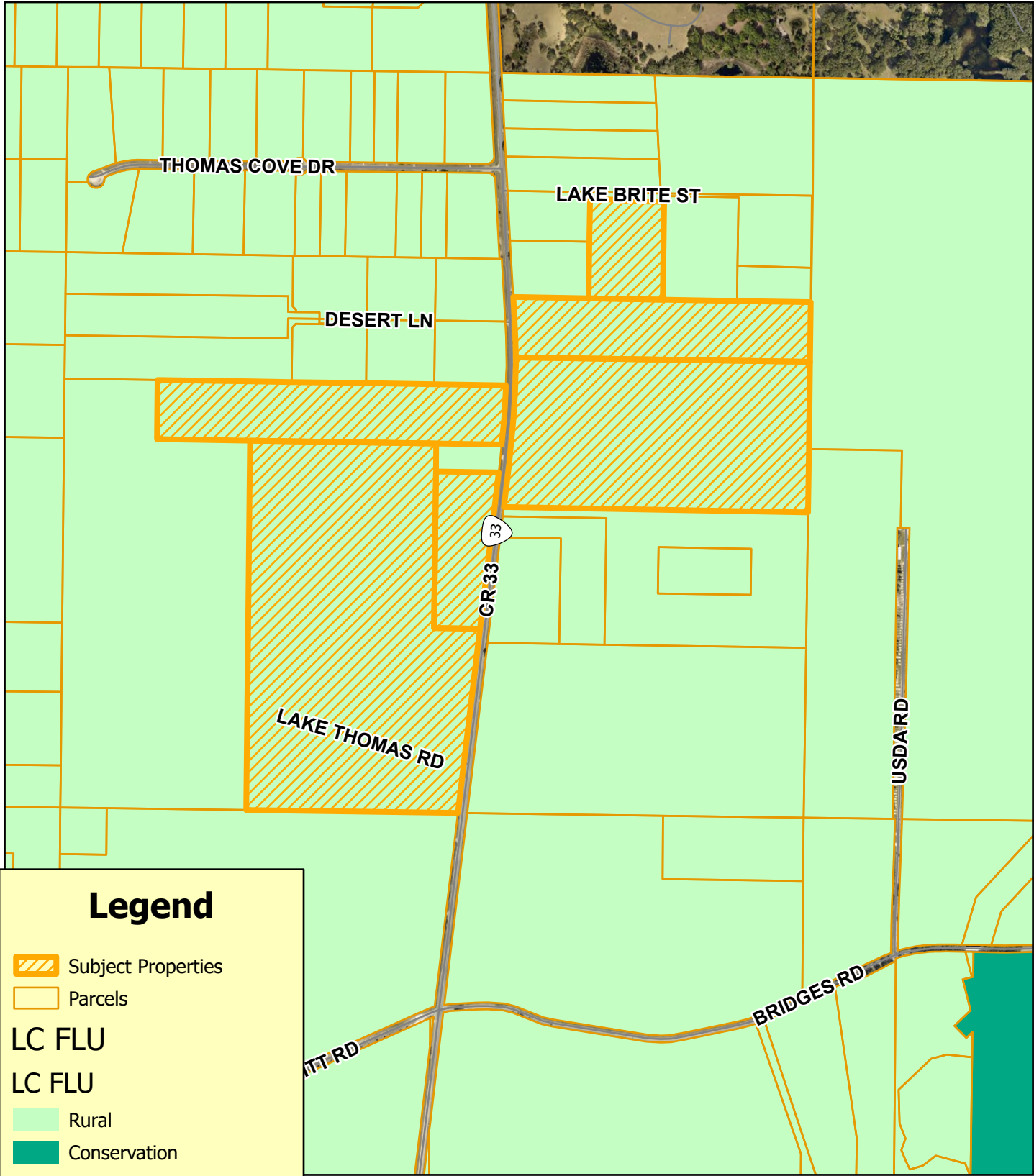


**Planning
& Zoning
Division**



Lake Bright/Brighurst CR 33
(ANNX-24-232); LSCP-24-233; PUD-24-234
Alternate Key(s): 3319397, 1701422, 1701392, 1044189, 1044171, 1044162
Section 3, Township 21 South, Range 24 East
July 11, 2024

Lake County Future Land Use



Legend

-  Subject Properties
-  Parcels

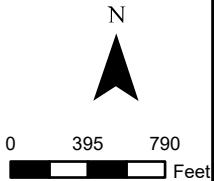
LC FLU

LC FLU

-  Rural
-  Conservation

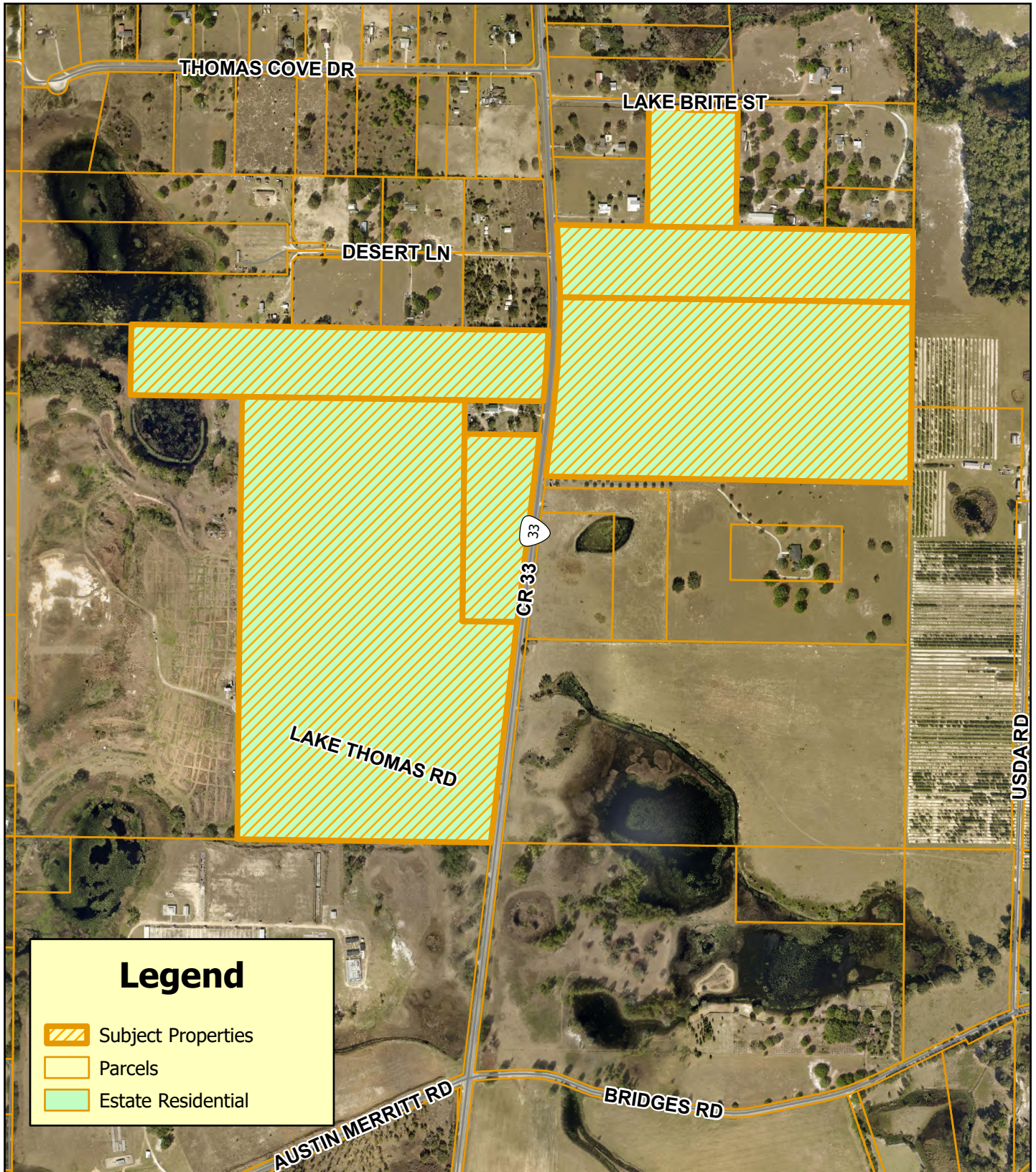


**Planning
& Zoning
Division**

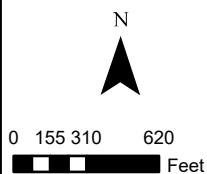


Lake Bright/Brighurst CR 33
(ANNX-24-232); LSCP-24-233; PUD-24-234
Alternate Key(s): 3319397, 1701422, 1701392, 1044189, 1044171, 1044162
Section 3, Township 21 South, Range 24 East
July 11, 2024

Proposed Future Land Use



**Planning
& Zoning
Division**

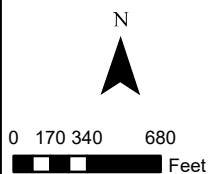


Lake Bright/Brighurst CR 33
(ANNX-24-232); LSCP-24-233; PUD-24-234
Alternate Key(s): 3319397, 1701422, 1701392, 1044189, 1044171, 1044162
Section 3, Township 21 South, Range 24 East
July 16, 2024

Surrounding Land Use



**Planning
& Zoning
Division**



Lake Bright/Brighurst CR 33
(ANNX-24-232); LSCP-24-233; PUD-24-234
Alternate Key(s): 3319397, 1701422, 1701392, 1044189, 1044171, 1044162
Section 3, Township 21 South, Range 24 East
July 16, 2024



DRAFT SUMMARY MINUTES OF THE REGULAR MEETING
OF THE PLANNING COMMISSION
CITY HALL

THURSDAY, August 22, 2024 - 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, August 22nd, 2024, at City Hall.

Chairman Tim Sennett called the meeting to order at 4:30 p.m.

The following Commission members were present:

Tim Sennett – Chairman
Nathaniel Sanders – Vice-Chairman
Ted Bowersox
John O’Kelley
Frazier Marshall
Stewart Kaplan
Ze’ Shieca Carter

The following Commission member was absent:

Darin Akkerman

The following Alternate Commission member was present:

Ken Simeone, Alternate; was not seated and did not vote. Mr. Simeone advised that he will not be available for the September 19th, 2024 Planning Commission meeting.

City staff present were Dan Miller, Director, Planning & Zoning, Kandi Harper, Deputy Planning & Zoning Director, Dianne Yekel, Senior Planner, Christine Rock, Senior Planner and Melissa Medders, Planner. City attorney Grant Watson was also present.

The meeting was called to order at 4:30 PM with an invocation given by Commissioner Bowersox, followed by the Pledge of Allegiance to the Flag.

Chairman Sennett called for the fifth item to be brought forward.

PUBLIC HEARING CASE # LSCP-24-233 – LAKE BRIGHT/BRIGHURST – LARGE SCALE COMPREHENSIVE PLAN AMENDMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE FUTURE LAND USE DESIGNATION OF APPROXIMATELY 208.5 +/- ACRES FROM LAKE COUNTY RURAL TO CITY OF LEESBURG ESTATE RESIDENTIAL, FOR A PROPERTY GENERALLY LOCATED EAST OF COUNTY ROAD 33 AND SOUTH OF LAKE BRITE STREET, AND WEST OF COUNTY ROAD 33 AND SOUTH OF DESERT LANE, AS LEGALLY DESCRIBED IN SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, SEPTEMBER 23RD, 2024 AND SECOND READING IS TENTATIVELY SCHEDULED FOR TUESDAY, NOVEMBER 12TH, 2024)** (Lake Bright/Brighurst LSCP)

Mr. Miller provided background information on the cases: uses, size, and location on south County Road 33. Mr. Miller described the proposed changes to the Future Land Use designation and the Zoning category.

Dianne Yekel, Senior Planner, presented the maps and described the conditions on the property and the location of the proposed development.

Mr. Miller provided city staff, county departments, Lake County Schools, and public responses to public notice of these cases: City of Leesburg Electric Department noted that this site is outside the city's electric service area; Lake County Schools stated that this development will be subject to school concurrency requirement review, mitigation agreement between the developer and the School Board to provide cash payment for new student stations that will be necessary because of the development should it be approved and constructed; and Lake County Public Works provided significant comments regarding roadway improvements along County Road 33; and will review stormwater management plans. Public (citizen) responses from the neighbors with handouts: concerns were for existing cattle on neighbor's property and need for a concrete fence along the Brighurst property. Mr. Miller described the proposed development site plan that included the number of dwelling units and density. Mr. Miller described the "phasing or expiration clause" that limits the life of the PUD to 48-months from approval; if not substantially commenced at 48-months, the site reverts to RE-1 zoning category that requires one acre per dwelling unit. Development must connect to city water and sewer.

Mr. Miller read staff Recommendations into the record for both cases (Large Scale Comprehensive Plan Map amendment and Planned Unit Development).

Mr. Miller stated that staff is recommending approval of the cases.

Commissioner Marshall posed questions regarding Lake Thomas Road in the neighborhood; Lake County stated that they are not responsible for Lake Thomas Road; Mr. Miller stated that the developer is responsible for maintaining the road during development if there are residents taking access from it.

Andrew McCown, Planning Manager, GAI, made a presentation on behalf of the developer describing the proposed development in detail. Mr. McCown handed out a paper presentation detailing the proposed development.

The transportation consultant from Traffic Mobility Consultants spoke regarding the traffic study that is being performed in support of the development; that there is 15% to 20% remaining capacity; final study will be completed by the time of the City Commission hearing on September 23rd, 2024.

Mr. McCown pointed out two changes being requested: 1) Lot depth reduction from 120-feet to 115-feet; and 2) rear yard building setback reduction from 18-feet to 15-feet.

Chairman Sennett asked if the lot depth allowed for cars to be parked in the driveway without blocking the sidewalk; Mr. Miller responded in the affirmative.

Vice-Chairman Sanders inquired about the price of the homes. Ben Snyder, Hanover Homes, explained that the price-point has not been established because of the lag time between establishment of entitlements, construction, and sale but that the homes will be market rate housing, standard primary homes.

Commissioner Marshall stated that the lot sizes are too small. Mr. Snyder explained that larger lot sizes push the price of a home upward; that Hanover is trying to keep home prices reasonable; and that 50-foot lots allow for a range of house sizes for a range of home buyers.

Chairman Sennett called for public comment and explained that comments are limited to 3-minutes per speaker and asked that the speakers not be repetitive in their comments.

Chairman Sennett open the meeting for public comment.

Public comments were regarding current uses such as private homes, cattle, hogs, and chickens; close proximity of the proposed dwelling units to their homes, concern for loss of privacy; type and height of fence being proposed; concerned for trespass and increased dogs in pastures killing calves; prefer solid 10-foot concrete fence around the proposed development; concern for loss of property value; not fair to push liability (of charging bulls due to trespass) onto current residents; lower value marketing scheme is being proposed; trash along County Road 33; increased traffic volume and noise; increased traffic incidents because of speed, volume, and blind hill; increased pollution.

Mr. Miller explained that the City of Leesburg supports Lake County Public Works Department regarding transportation and road requirements.

The applicant offered rebuttal regarding number of stories of the dwelling units (some but not all could be two story) and the width of the buffer.

Commissioner Bowersox questioned the fencing being proposed. Ben Snyder responded regarding trespass laws and homeowner comments about concrete walls surrounding their property; that homeowners prefer split-rail fence and vegetative buffer for a more rural feel.

Commissioner Bowersox requested a more permanent fence and that the developer respect the current property owners.

Commissioner Carter asked about the traffic study being public information. Mr. Miller stated that it is public information and can be posted on the city's website.

Commissioner Carter asked Mr. Miller to restate the current zoning. Mr. Miller stated that the current zoning is Lake County Agriculture.

Chairman Sennett closed the public portion of the meeting and opened the meeting for Commission discussion.

Commissioner Bowersox restated his concern for the fence and the security of the current residents.

Commissioner (Vice Chairman) Sanders made a motion to APPROVE CASE # LSCP-24-233 – LAKE BRIGHT/BRIGHURST – LARGE SCALE COMPREHENSIVE PLAN AMENDMENT. Commissioner (Vice Chairman) Sanders' motion died on the floor for lack of a SECOND.

Commissioner Carter stated that the proposed development is too detrimental to the area; asked for responsible development; and that developers create charter schools in the developments they are proposing.

Chairman Sennett introduced the sixth item on the agenda and asked for a motion.

PUBLIC HEARING CASE # PUD-24-234 – LAKE BRIGHT/BRIGHURST – PLANNED UNIT DEVELOPMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING OF APPROXIMATELY 208.5 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT), FOR A PROPERTY GENERALLY LOCATED EAST OF COUNTY ROAD 33 AND SOUTH OF LAKE BRITE STREET, AND WEST OF COUNTY ROAD 33 AND SOUTH OF DESERT LANE AS LEGALLY DESCRIBED IN SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, SEPTEMBER 23RD, 2024 AND SECOND**

**READING IS TENTATIVELY SCHEDULED FOR TUESDAY, NOVEMBER
12TH, 2024) (Lake Bright/Brighurst PUD)**

Commissioner Marshall made a MOTION to DENY CASE # PUD-24-234 – LAKE BRIGHT/BRIGHURST – PLANNED UNIT DEVELOPMENT. Commissioner O’Kelley SECONDED the motion.

A roll call vote was held on the motion for denial.

The voting took place.

The roll call vote was:

Commissioner Bowersox	Yea
Commissioner Carter	Yea
Chairman Sennett	Yea
Commissioner Kaplan	Yea
Commissioner O’Kelley	Yea
Commissioner Marshall	Yea
Commissioner (Vice Chairman) Sanders	Nay

The motion for DENIAL PASSED by a vote of 6 – 1.

City attorney Watson questioned the Chairman regarding a motion on Item Number 5, CASE # LSCP-24-233 – LAKE BRIGHT/BRIGHURST – LARGE SCALE COMPREHENSIVE PLAN AMENDMENT for clarification of the Planning Commission’s recommendation to the City Commission.

Commissioner O’Kelley made a motion to DENY CASE # LSCP-24-233 – LAKE BRIGHT/BRIGHURST – LARGE SCALE COMPREHENSIVE PLAN AMENDMENT. Commissioner Carter SECONDED the motion.

Chairman Sennett called for a roll call vote.

The voting took place.

The roll call vote was:

Commissioner (Vice Chairman) Sanders	Nay
Commissioner Bowersox	Yea
Commissioner Carter	Yea
Chairman Sennett	Yea
Commissioner Kaplan	Yea
Commissioner O’Kelley	Yea
Commissioner Marshall	Yea

The motion for DENIAL PASSED by a vote of 6 – 1.

Prompted by a question from Commissioner Marshall, City attorney Watson explained the proper procedure for the Planning Commission to make clear recommendations to the City Commission that puts the question before the Planning Commission to rest.

Commissioner Carter clarified that the Planning Commission is a recommending body; not responsible for the final decision.

Mr. Miller stated that this case would be heard on September 23rd City Commission; but to check with Planning and Zoning office to ensure the correct date and time.

RECEIVED October 25, 2024
Leesburg 24-06ESR
Lake Bright - Brighurst
ANNX-24-232; LSCP-24-233;
PUD-24-234

October 25, 2023

The Honorable Jimmy Burry
Mayor, City of Leesburg
501 West Meadow Street
Leesburg, Florida 34748

Dear Mayor Burry:

FloridaCommerce has reviewed the City of Leesburg proposed comprehensive plan amendment (Amendment No. 24-06ESR), received on September 25, 2024, pursuant to the expedited state review process in Section 163.3184(2) and (3), Florida Statutes (F.S.). We have identified no comment related to adverse impacts to important state resources and facilities within FloridaCommerce's authorized scope of review.

We are, however, providing two technical assistance comments consistent with Section 163.3168(3), F.S. The technical assistance comments will not form the basis of a challenge. They are offered either as suggestions which can strengthen the City's comprehensive plan in order to foster a vibrant, healthy community or are technical in nature and designed to ensure consistency with the Community Planning Act in Chapter 163, Part II, F.S. The technical assistance comments are:

Technical Assistance Comment 1) Annexation.

The property proposed for annexation does not appear to be contiguous with the City's existing borders, contrary to the requirements of Section 165.061 (Standards for incorporation, merger, and dissolution) and Section 171.043 (Character of the area to be annexed) of the Florida Statutes. The City should consult with its legal counsel to ensure the statutory requirements for annexation are met.

Technical Assistance Comment 2) Inadequate Public Facilities Data and Analysis.

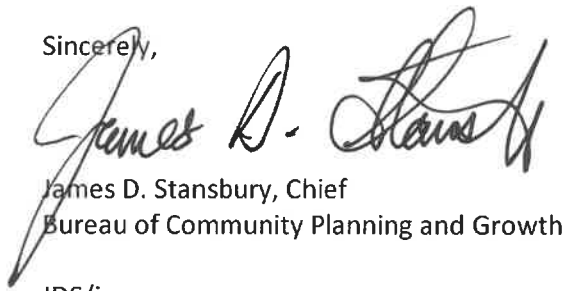
The supporting data and analysis for the proposed amendment does not adequately demonstrate the availability and planning for adequate public facilities for the demand generated by the amendment's maximum development potential. Prior to adoption, the City should support the amendment with data and analysis demonstrating necessary public facilities have been planned for the development associated with the amendment. If necessary, the City should revise the development associated with the amendment to be based on the supporting public facilities data and analysis. If the City intends to base the public facilities analysis upon the amount of development proposed within the master plan development program that is associated with the FLUM amendment, then a new site-specific policy or footnote should be added to the Future Land Use Element of the City's Comprehensive Plan that references the Ordinance number adopting the aforementioned development program of the master plan.

The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment. In addition, the City is reminded that:

- Section 163.3184(3)(b), F.S., authorizes other reviewing agencies to provide comments directly to the City. **If the City receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption.**
- **The second public hearing**, which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of agency comments or the amendment shall be **deemed withdrawn** unless extended by agreement with notice to FloridaCommerce and any affected party that provided comment on the amendment pursuant to Section 163.3184(3)(c)1., F.S.
- **The adopted amendment must be transmitted to FloridaCommerce within ten working days after the second public hearing pursuant to 163.3184(3)(c)2., F.S.** Under Section 163.3184(3)(c)2. and 4., F.S., the **amendment effective date** is 31 days after FloridaCommerce notifies the City that the amendment package is complete or, if challenged, until it is found to be in compliance by FloridaCommerce or the Administration Commission.

If you have any questions concerning this review, please contact Jana Williams, Regional Planning Administrator, by telephone at (850)-717-8483 or by email at jana.williams@commerce.fl.gov.

Sincerely,



James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/jw

Enclosure(s): Procedures for Adoption

cc: Debbie Flynn, Senior Planner, Growth Management Department, City of Palm Bay
John Patterson, AICP, Planner 3, East Central Florida Regional Planning Council

SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR EXPEDITED STATE REVIEW

Section 163.3184(3), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit electronically using FloridaCommerce's electronic amendment submittal portal "[Comprehensive Plan and Amendment Upload](https://fideo.my.salesforce-sites.com/cp/)" (<https://fideo.my.salesforce-sites.com/cp/>) or submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ State Land Planning Agency identification number for adopted amendment package;

_____ Summary description of the adoption package, including any amendments proposed but not adopted;

_____ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

_____ Ordinance number and adoption date;

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact;

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format.

_____ In the case of future land use map amendments, an adopted future land use map, **in color format**, clearly depicting the parcel, its future land use designation, and its adopted designation.

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

_____ Copy of the executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for expedited review:

"The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance."

_____ List of additional changes made in the adopted amendment that the State Land Planning Agency did not previously review;

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

_____ Statement indicating the relationship of the additional changes not previously reviewed by the State Land Planning Agency in response to the comment letter from the State Land Planning Agency.



Department of Public Works, Engineering Division
P.O. Box 7800 • 350 N. Sinclair Ave. • Tavares, FL 32778

August 16, 2024

Max VanAllen
Planner
City of Leesburg
Planning and Zoning Department
204 North 5th Street
Leesburg, Florida 34749
(sent via email)

RE: PROJECT: Orange Bend / Planned Unit Development - Mixed Use Planned Use Development
CASE NO.: PUD-24-234

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.

Major comments for CR 33

- Turn Lanes are required on CR 33 at the development's proposed access.
- Additional right-of-way may be required for CR 33.
- A trail along the development road frontage for CR 33 will need to be accommodated.
- A traffic impact analysis is recommended to be provided and reviewed prior to the PUD hearing.

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

Lake County Department of Public Works recommended requirements for the Tierra Vista PUD impacts to roadways and drainage systems:

CR 33:

- Access off CR 33 will need to meet Lake County access management requirements.
- Left and Right Turn Lanes on CR 33 at the proposed entrances to this development will be required.
- The development will need to accommodate for the West Lake Trail along the property's CR 33 road frontage.
- Additional right-of-way for CR 33 may be required to meet the minimum requirements for a collector roadway and to accommodate the offsite road improvements while maintaining the road drainage. Further evaluation will be performed with subdivision plans based on impacts due to drainage, sidewalk, turn lanes, shoulders, etc. The adopted minimum right-of-way widths for County Collector Road is 100-ft (50-ft from centerline of pavement).
- A preliminary review of the right-of-way based the historic SR 33 FDOT Right-of-Way Map is 33-ft from centerline. A detailed survey of CR 33 will be required the will need to verify all property lines, right-of-way, surface/above ground utilities, and other features of the right-of-way.
- CR 33 is defined with a functional road classification of 'rural major collector' by the Lake County Comprehensive Plan and adopted Lake-Sumter Metropolitan Planning Organization (LSMPO) Plan.

Lake Thomas Road:

- Lake Thomas Road appears to be a public right of way per ORB1349/PG146. This road is not in the county road maintenance. The proposed PUD plan appears to alter the path of this road and the access for the western parcel with alt key 1701414 (not part of this proposed PUD). Any vacation petition for the removal of the existing right-of-way should be processed by the city and new right-of-way providing access to the western parcel should be provided at the same time of vacation of right-of-way.
- The development will need to revise the concept plan showing the access to the western parcel with alt key 1701414. This access would need to be a right-of-way and a road meeting local paved road standard.

Traffic:

- A Traffic Impact Analysis (TIA) will be required of this development for review by the Lake-Sumter MPO and Lake County Public Works Department. The TIA will need to follow the Lake-Sumter MPO Traffic Impact Analysis Methodology and Guideline the methodology will need to be worked out prior to TIA submittal.

- The TIA is highly recommended to be provided for review by Lake-Sumter MPO and Lake County prior to public hearings for the PUD.

Internal connectivity:

- The development is recommended to have internal pedestrian and bicycle connectivity throughout the development and to CR 33.

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 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 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

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, Chief Planner for Lake County
Dan Miller, Planning Manager for City of Leesburg

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.6.

Meeting Date: November 12, 2024

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning of approximately 208.5 +/- acres from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development), for a property generally located east of County Road 33 and south of Lake Brite Street, and west of County Road 33 and south of Desert Lane as legally described in Section 3, Township 21 south, Range 24 east, Lake County, Florida; and providing an effective date. (Lake Bright/Brighurst PUD)

Staff Recommendation:

Planning and Zoning Staff recommend approval of the request to rezone the subject property from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development). However, the Planning Commission recommended **DENIAL**, by a vote of 6-1, citing concerns about increased traffic, housing density, total number of housing units and the need for solid wall buffering, due to nearby animal/farming operations.

Analysis:

The project site is approximately 208.5 +/- acres, and is generally located east of County Road 33 and south of Lake Brite Street, and west of County Road 33 and south of Desert Lane as shown on the attached maps. At this time, the property is partially developed with residential uses, and undeveloped agricultural acreage. The proposal will allow for 518 single-family residential lots, comprised of 50' x 120' and 60' x 120' lots, with associated amenities. The existing land uses surrounding the property are Pasture Improved; Residential; Pasture Improved Hay Acreage; Non-Agricultural Acreage; and Government. The developer will be required to connect to City of Leesburg utilities, at their expense.

The Planning Commission held a public hearing on the application on August 22, 2024, recommending **DENIAL**, by a vote of 6-1, of the proposed rezoning to PUD, as noted in the Recommendation above.

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:

New 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 208.5 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT), FOR A PROPERTY GENERALLY LOCATED EAST OF COUNTY ROAD 33 AND SOUTH OF LAKE BRITE STREET, AND WEST OF COUNTY ROAD 33 AND SOUTH OF DESERT LANE AS LEGALLY DESCRIBED IN SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (LAKE BRIGHT/BRIGHURST PUD)

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

Section 1.

Based upon the petition of Ben Snyder (Hanover Land Company, Petitioner) for the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development), to-wit:

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

Section 2.

This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 12th day of November 2024.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

**LAKE BRIGHT-BRIGHURST CR 33
PUD (PLANNED UNIT DEVELOPMENT) AGREEMENT
August 22, 2024**

This Planned Unit Development Conditions for a PUD (Planned Unit Development) zoning district is granted by the City of Leesburg Planning Commission, Lake County, Florida to **Hanover Land Company, 605 Commonwealth Avenue, Orlando, FL 32803 (Ben Snyder, 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 requesting a Planned Unit Development (PUD) zoning district to allow future construction of a proposed residential development consisting of approximately 208.5 acres containing a maximum of 518 detached single-family residential units, generally located east of County Road 33 and south of Lake Brite Street, and west of County Road 33 and south of Desert Lane, on a site within the City of Leesburg in accordance with their PUD application and supplemental information.

PURPOSE

The purpose of this document is to provide appropriate zoning standards for a high-quality built environment through the application of flexible and diversified land development requirements, which shall be implemented in conjunction with a master site development plan and the City of Leesburg Code of Ordinances, therefore allowing for more efficient and optimal use of the subject property, and to increase the overall economic opportunity and employment base of Leesburg, Florida.

CONDITIONS

The following conditions shall apply to the development proposed herein. If any instance where the conditions of this document may conflict with the City of Leesburg Code of Ordinances, this document shall prevail as the determining requirement.

1. **PERMISSION** is hereby granted to **Hanover Land Company, 605 Commonwealth Avenue, Orlando, FL 32803 (Ben Snyder, Petitioner), "Permittee"** 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 208.5 acres, shall be used for platted single-family residential development, pursuant to City of Leesburg development codes and standards.

A. Permitted Uses

1. Detached single family residential units
2. Accessory structures for residential uses
3. Sales office in a single-family unit
4. Accessory retail within a recreation center or clubhouse, intended for the primary use of residents, such as a snack bar
5. Temporary modular sales center office (during construction and sales of new units) not to exceed one year, and construction office not to exceed two years from the approval of the final plat of the final phase for the subdivision. Model homes may be used as sales centers during the duration of the project.

B. Prohibited Uses

1. Attached single family units (Townhouses)
2. Duplex/Triplex uses
3. Multi-family units (Apartments)
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 518 detached single-family residential units, at a gross density of 2.48, not to exceed units per acre on the approximately 208.5-acre site, as shown on **Exhibit C, Conceptual Development Plan**.

B. A mix of lot sizes is permitted as long as all lots are equal to or larger than the required minimums as described herein.

C. Along each street, homes with the same architectural design shall not be immediately adjacent (side by side) or directly across from a lot with the same design. Facades may be varied to meet this requirement. The maximum impervious surface for the project shall be 65%. Community and private swimming pools shall not count toward the impervious surface calculation.

D. The minimum lot development standards shall be:

1. For 50-foot lots:
 - a. A maximum of 405 lots shall have a minimum lot width of fifty (50) feet.
 - b. Minimum house size: 1,600 square feet living area.
 - c. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet. Closet square footage may be included in bedroom calculation.
 - d. Minimum lot size shall be 6,000 square feet.

- e. Minimum lot width 50 feet
 - f. Minimum lot depth 120 feet
 - g. Minimum building setbacks:
 - Front – 25 feet;
 - Porch – 20 feet (porch must be a minimum width of 5 feet).
 - Rear – 18 feet;
 - Side – 5 feet;
 - Corner Side – 15 feet.
2. For 60-foot lots:
- a. No less than 113 lots shall have a minimum lot width of sixty (60) feet.
 - b. Minimum house size: 1,700 square feet.
 - c. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet. Closet square footage may be included in bedroom calculation.
 - d. Minimum lot size shall be 7,200 square feet.
 - e. Minimum width 60 feet
 - f. Minimum depth 120 feet
 - g. Minimum building setbacks:
 - Front – 25 feet;
 - Porch – 20 feet (porch must be a minimum width of 5 feet).
 - Rear – 18 feet;
 - Side – 5 feet;
 - Corner Side – 15 feet.
3. For all structures:
- a. Each residential structure shall have a minimum two car garage.
 - b. Gutters shall be installed on all horizontal fascia for any home that has a 5-foot side yard, or less, setback. For lots with a side yard setback of 7.5 feet or greater, no gutters are required.
 - c. Roof overhang shall not exceed forty (40) percent of the distance between the building wall and the property line.
 - d. Maximum building height: two (2) stories or 35 feet.
 - e. 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.
 - f. 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.
 - g. Solid roof structures attached to the residence must meet the required rear setback as noted under “Minimum building setbacks.”
 - h. As part of the site plan approval process, city staff shall review final site design standards in accordance with the approved PUD (Planned Unit Development) zoning conditions set forth herein.

5. DESIGN/ARCHITECTURAL STANDARDS

- A. All buildings shall utilize at least five (5) of the following design features to provide visual relief along all elevations of the single-family units. Designs may vary throughout the development.
1. Dormers
 2. Gables
 3. Recessed or raised entries
 4. Covered porch entries
 5. Cupolas
 6. Pillars or decorative posts
 7. Bay window (minimum 12-inch projections)
 8. Eaves (minimum 6-inch projections)
 9. Front windows with arched glass tops and minimum 4-inch trim.
 10. Garage vehicle doors shall incorporate the following elements: raised decorative panels, decorative glass panels or panes, decorative hinges, etc.
 11. Front doors shall incorporate the following decorative elements: raised decorative panels, decorative glass panels or panes, decorative handles, etc.
 12. Stone accents
 13. Shutters
 14. Board and batten siding
 15. Hardy board siding
 16. Raised banding
 17. Craftsman style garage doors
- B. Exterior building materials contribute significantly to the visual impact of a building on the community. These materials shall be well designed and integrated into a comprehensive design style for the project. The total exterior wall area of each building elevation shall be composed of one of the following:
1. At least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.
 2. At least thirty percent (30%) full-width brick or stone, with the balance being stucco and/or a “cementitious” lap siding. (A “cementitious” lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option.).
 3. All textured stucco shall be permitted subject to the provision of at least five (5) unique design features such as recessed garages, tile or metal roofs, arched windows, porches, etc. in the elevations of the buildings or the buildings are all brick stucco.
 4. For all designs, architectural facades and features shall be submitted and reviewed by the Planning and Zoning Director, or designee, for compliance prior at time of site plan review.
- C. Other similar design variations meeting the intent of this section may be approved by the Planning and Zoning Director, 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 shown on as **Exhibit E**, attached hereto.

6. OPEN SPACE, LANDSCAPING & BUFFER REQUIREMENTS

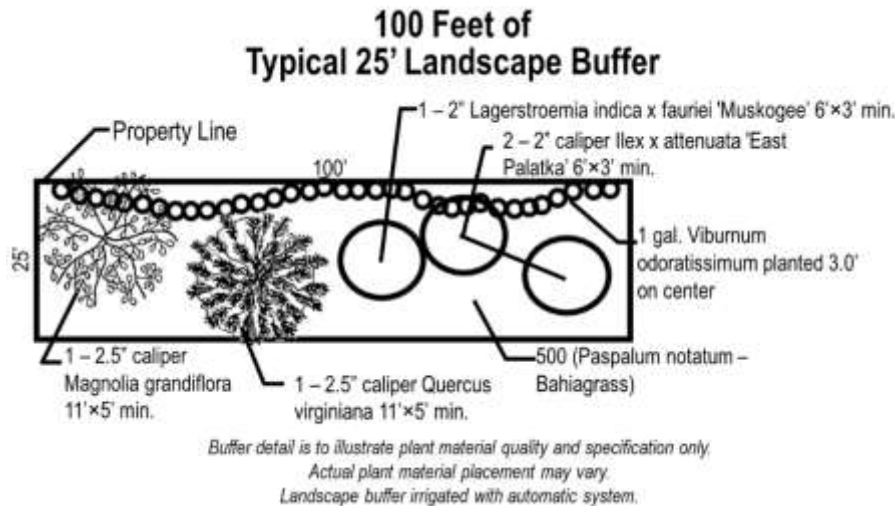
- A. A minimum of 35% open space shall be provided throughout the development. Open space may consist of buffers, wetlands retention and recreation areas.
- B. A minimum twenty-five (25)-foot wide buffer tract with plantings as shown in Figure B below shall be provided along all property boundaries not adjacent to an existing wetland or preserved area. These 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. A split-rail fence, of wood, wrought iron, vinyl/synthetic, or comparable construction, as approved by Planning & Zoning Director, or designee, shall be installed shall be installed along the entirety of the CR-33 frontage of the properties, and along all other development boundaries, wherever there are adjacent properties under different ownership and existing opaque tree and vegetation cover is absent. The split- rail fence shall be installed at a minimum height of four (4) feet. Said fence shall be maintained by the Property Owners or Homeowners Association.
 - (a) The four (4) foot fence required herein may be substituted for the below fence types, or as shown in Exhibit F, Representative Fence Examples:
 - (i) Six (6) foot brick-style opaque material wall or fence; or
 - (ii) Six (6) foot stone-style opaque material wall or fence.
- D. Fencing shall be constructed simultaneously with each phase of development for each required type and location of fence, adjacent to the phase of development, per the PUD Conditions and subsequent Phasing Plan.
- E. Fencing required along the development’s boundary may be substituted for existing tree coverage in the buffer, or the addition of opaque canopy trees and landscaping in the buffer, which meet the planting requirements in Figures A and B below. City Staff will work with the petitioner to meet requirements herein.
- F. Variations to the fencing requirements of this document may be approved by the Planning and Zoning Director or designee, to the extent that the overall intent of this PUD is maintained.

- G. Land uses allowed within the upland buffers are limited to hiking trails, walkways, passive recreation activities and stormwater facilities as permitted by St. Johns River Water Management District.
- H. 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



- I. 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 PUD and the Landscaping Code are maintained, including consideration of any existing fencing on adjacent properties and existing natural vegetative buffers. Use of the University of Florida IFAS (Institute of Food and Agricultural Sciences) approved standards for "Florida Friendly Landscaping" will also be acceptable.

- J. Nothing herein shall be construed to prevent the developer/or property owners from increasing buffer width and/or plantings.
- K. Each platted single-family residential lot of record shall contain a minimum of one canopy tree, located within in the front yard, selected from the list of trees within the City of Leesburg Code of Ordinances, Section 25-328 Table 1, Canopy Trees, plus at least one other tree, located in the back yard. All other requirements for tree planting based on lot size under the Code of Ordinances shall remain in effect.
- L. The surveying of trees on the property shall be conducted as follows:
 - 1. All specimen, heritage and historic trees shall be surveyed. Staff will review the tree survey and such trees shall be saved where possible during the site plan review process. This may include amending the site plan to save specimen, heritage and historic trees.
 - 2. Site areas that are to preserve existing trees do not need to be included in the survey unless the trees are to be used in preservation/replacement requirements.
 - 3. The tree survey shall be completed by a licensed surveyor.

7. SITE ACCESS AND SIGNAGE

- A. The main vehicular access to the project site shall consist of at least three (3) primary access points on County Road 33, one (1) for the development east of CR 33, and two (2) for the development west of CR 33, as reviewed by Lake County Public Works, and/or FDOT as applicable, and shown on the **Conceptual Development Plan - Exhibit C**, as amended. All access points are conceptual and subject to Lake County approval. Actual location and design of all roads shall be determined during the site plan review process and shall include consideration of, and connection to, sidewalks, recreation paths, etc. All other access shall be reviewed for necessity and requirements through Lake County and the City of Leesburg development and permitting processes. Any additional access points shall be subject to site plan application review process.
- B. The primary access points on County Road 33 shall be constructed as a “boulevard-type” roadways, having a landscaped median area of at least eight (8) feet in width, and designed to allow emergency access vehicles room to maneuver. This will include left and right turn lanes exiting the property if required during site plan review. This entrance shall be reviewed and adjusted by staff as needed at the Site Plan and Construction Plan review.
 - 1. Offsite road improvements on existing roads adjacent to the property may be required based on finalized access locations. Such improvements may include, but are not limited to, left and right turn lanes, right-of-way dedication, and pavement rehabilitation. Any proposed offsite road improvements must be approved by Lake County Public Works.
 - 2. Prior to completion of the subdivision design plans, the developer shall work with the Lake County Department of Public Works to ensure all appropriate required

roadway and access improvements for the development are made part of the plans submitted to the City of Leesburg.

3. The Master Development Plan, and the access points proposed thereon, are considered conceptual until the appropriate engineering and site plan reviews, along with any required upgrades are completed for the project.
- C. The development east of CR 33 shall also provide a gated, stabilized emergency access onto CR 33, designed to allow emergency vehicles to access the development, and pursuant to Lake County approval and other applicable jurisdictional requirements.
- D. 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.
- E. Each required 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.
- F. Alternative designs for the ground enclosure support and bases of a monument sign may be approved by the Planning and Zoning Director or designee, where the architectural style would be in keeping with the intent of these sign regulations.
- G. Roadway interconnectivity shall be provided as shown on the **Conceptual Development Plan – Exhibit C**, as needed, to allow for connection points between this development and future development of adjacent properties.

8. TRANSPORTATION IMPROVEMENTS

- A. Any transportation improvements or rights-of-way that may be required shall be based on projected needs and shall be contingent upon site plan approval by City staff during the development review and permitting process. The plan review process shall include consideration of required sidewalks, recreation paths, etc.
- B. A traffic/transportation study shall be submitted for review and determination of any necessary access improvements, and including any off-site improvements legally required by Lake County, the Lake-Sumter MPO, or the City of Leesburg. Said improvements will be the responsibility of the Permittee.
- C. The Permittee shall provide necessary traffic improvements within and adjacent to the development which are legally required by Lake County, the Lake-Sumter MPO, and City of Leesburg.

- D. All roads within the development shall be designed and constructed to meet the City of Leesburg requirements.
- E. The Permittee shall be responsible for obtaining all necessary legally required Lake County permits and a copy of all permits shall be provided to the City of Leesburg.
- F. The City of Leesburg shall not be responsible for the construction of any roads or transportation improvements.
- G. All roads within the development shall be constructed to meet the City of Leesburg's standards, ARTICLE VII – TECHNICAL STANDARDS, as amended.
 - 1. Should the Permittee (or designee) desire to dedicate the proposed project's internal road system to the City of Leesburg; the Permittee shall demonstrate to the satisfaction of the City of Leesburg that the road system is in suitable condition and meets all City road design requirements.
 - 2. Should the Permittee (or designee) choose to retain the roadways, the Permittee shall establish an appropriate legal entity that shall accept responsibility to pay the cost and perform all services required to maintain the roads and transportation improvements to City of Leesburg codes and standards, as amended. A Homeowners or Property Owners Association, or other such legal entity will be considered acceptable. 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.
- H. Sidewalks shall be provided on both sides of the entrance road(s) and internal roads, and shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall be of sufficient width to contain sidewalks on both sides of each street. All sidewalks shall be constructed in accordance with City of Leesburg Codes.

9. UTILITIES

Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Water, wastewater and natural gas services will be provided by the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

- A. A detailed site plan that indicates all the provisions for electric, water, sewer, and/or natural gas in accordance with the City of Leesburg Land Development Codes.
- B. Developer shall bear all responsibility, financial and otherwise, for the construction and installation of all utility infrastructure and other improvements related to the use and development of the property, consistent with the typical pioneering agreement approved on new home projects in the city, including such off-site improvements required by the City and all other appropriate government agencies. All such requirements shall be

constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.

- C. Developer shall be responsible for the installation of a natural gas lines in the development so that a minimum of eighty percent (80%) of all single-family detached residential units in the development are connected to natural gas as required by the City of Leesburg Code of Ordinances as amended. One of the following options, or a combination of the below two options, shall be considered to satisfy the above requirement:
 - 1. A natural gas water heater, and a natural gas furnace or Hydro-heat; or
 - 2. A natural gas water heater and natural gas stove, or natural gas dryer.
- 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

- 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:
 - (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.
- B. Should the Permittee desire to dedicate the proposed project's stormwater management system to the City of Leesburg; the City, at its discretion, may accept or not accept the stormwater management system.
 - 1. Prior to acceptance, the Permittee shall demonstrate to the City the stormwater management system is in a suitable condition and meets City of Leesburg and St. Johns River Water Management District requirements.
 - 2. As a condition of accepting the system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project.
- C. All wet stormwater ponds greater than 0.5 acres in size shall have a minimum of one (1) functioning fountain/aerator for the purpose of public health considerations. Such fountains/aerators shall be owned and maintained by a Homeowner's or Property Owners Association as applicable.

11. WETLANDS, FLOOD ZONES & WILDLIFE

- A. All wetlands on the project site shall be identified by a jurisdictional wetland boundary line, and the location and extent of each wetland shall be determined by the Department of Environmental Protection, St. Johns River Water Management District and/or U.S. Army Corp of Engineers. Each wetland shall be placed on a suitable map, signed and sealed by a surveyor registered to practice in Florida and shall be submitted as part of the site plan application process.
- B. To the extent practicable, wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, the St. Johns River Water Management District or another legal entity such as a homeowner's association. The conservation easement shall require that the wetlands be maintained in their natural and unaltered state. Wetlands shall not be included as a part of any platted lot, other than a lot platted as a common area, which shall be dedicated to the St. Johns River Water Management District or another legal entity such as a homeowner's association for ownership and maintenance.
- C. Buildings or structures shall be a minimum of 50 feet from any wetland jurisdiction boundary.
- D. Wetlands shall have an average upland buffer of 25 feet, with a minimum of 15 feet or the upland buffer established by St. Johns River Water Management District and/or U.S. Army Corp of Engineers; whichever is more restrictive. All upland buffers shall be naturally vegetated and upland buffers that are devoid of natural vegetation shall be re-

planted with native vegetation or as required by St. Johns River Water Management District and/or U.S. Army Corp of Engineers.

- E. Land uses allowed within the upland buffers for wetlands are limited to stormwater facilities as permitted by St. Johns River Water Management District.
- F. If wetland alteration is permitted by St. Johns River Water Management District and/or U.S. Army Corp of Engineers, wetland mitigation shall be required in accordance with permit approvals from St. Johns River Water Management District or U.S. Army Corp of Engineers, whichever is more restrictive.
- G. A wildlife management plan for the project site shall be prepared based on the results of an environmental assessment of the site and any environmental permit required from applicable governmental agencies. The wildlife management plan shall be submitted to the City as part of the site plan application process.
- H. A map indicating the location of the 100-year flood plain.
- I. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and/or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.
- J. Through the Site Plan Review process, the developer shall coordinate with the City of Leesburg, Lake County and all impacted government agencies regarding elevation determinations, compensatory storage and overall design of the subdivision within and near flood hazard boundary areas, to ensure compliance with all regulations.

12. IRRIGATION & WATER USAGE

- A. All landscaped areas shall be irrigated and designed to meet Section 25-327, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.
- B. The use of St. Augustine grass, or other varieties of grass which require significant amounts of water are prohibited. The use of Bahia, Bermuda, Zoysia or other grasses which are more drought tolerant are permitted.

13. RECREATIONAL REQUIREMENTS

- A. Recreational development provided on the site may include active and passive uses, as well as enclosed or unenclosed recreational space, devoted to the joint use of the residents. Such recreational space shall consist of not less than 200 square feet of space per dwelling unit (103,600 square feet), or 2.38 total acres, whichever is greater.
- B. Recreational requirements shall include at least one primary active recreation area, per development side adjacent to CR 33 – one primary area for the eastern development, and one primary area for the western development – to include a swimming pool and

cabana with onsite parking. Other recreation areas may include such uses as a children's playground with equipment, dog park area or gazebo. The primary recreational facility shall be constructed in conjunction with and completed no later than the completion of 50% of the maximum number of approved residential units, for each side of the development (east and west of CR 33).

- 1) Retention parks may be included in the design of the subdivision and shall be designed such that park areas, which may consist of dry retention areas, can be used as open fields, playgrounds or trails, as shown on the attached **Conceptual Site Plan, Exhibit C**.
- 2) A trail shall be constructed around a dry retention/flood compensation park, or wetland feature, for each side of the development (east and west of CR 33). This trail shall be provided as seen on the attached **Exhibit C**.

C. Credit for recreational space shall be given for areas dedicated to recreational space, to include items such as a clubhouse with recreation room, swimming pool, outdoor cooking facilities such as grills, youth playgrounds, play courts, dog parks or other similar uses which will meet the intent of this document. Other similar uses which will meet the intent of this document may be supplied by the developer.

D. Active recreational activity space shall be credited for activities such as, but not limited to:

1. Trails, playgrounds, basketball, tennis, handball courts, etc.
2. Community swimming pool, including the deck area surrounding such pools.
3. Indoor recreation rooms provided such rooms are permanently maintained for the use of residents for recreational purposes.
4. Other active recreational activities may be used for credit, subject to approval by the City of Leesburg.

14. MAINTENANCE

A. With the exception of any public utilities, maintenance of all site improvements, including but not limited to roadways, drives, internal sidewalks, landscaping and drainage shall be the responsibility of the property owner. A homeowner's association or property owner's association shall serve as an appropriate entity for all common properties within the development.

15. DEVELOPMENT PHASING & IMPLEMENTATION

- A. The proposed project may be constructed in phases in accordance with the Planned Unit Development Conditions and Conceptual Plan. Changes to the development conditions or conceptual plan, other than those conditions described in 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 Agreement. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.
 - 1. Variations to the requirements of this PUD Agreement herein, with the exception of total number of units permitted, lot size requirements, and prohibited uses, which do not exceed 10% of the total measurement or calculation of the adopted amount in question, and do not conflict with the overall intent of the PUD Agreement & Conditions at the time of adoption, may be approved by the Planning & Zoning Director, pursuant to City of Leesburg Code of Ordinances Sec. 25-279 (2) *Minor changes*.
- B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.
- C. Construction and operation of the proposed use(s) shall at all times comply with the Planned Unit Development conditions set forth herein, and with all City and other governmental agencies rules and regulations.
- D. The transfer of ownership or lease of any or all of the property described in these PUD Conditions of Approval shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.
- E. These PUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition as set forth herein.

17. LEVELS OF SERVICE

- A. Levels of Service

1. As submitted, the development resulting from the proposed zoning change may result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to water, wastewater, roads, drainage, and solid waste. No final development order (site plan and building permits) shall be granted for proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.

B. Utilities

1. Projected Capacities

- i. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.
- ii. If the development requires construction of new distribution or collection lines, or other infrastructure needed to develop the subdivision, the developer will be required to construct such facilities to provide service. The developer will bear the cost of design, permitting and construction. Any such facilities must be constructed in a fashion consistent with the City's master plans and to the City standards and specifications.

C. Commitment of Capacity

1. There are no previous commitments of any existing or planned excess capacity for this property.

D. Ability to Provide Services

1. At this time, the City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.
2. Future development within the City of Leesburg utility service areas may impact the provision of utility services.

EXHIBIT B

LEGAL DESCRIPTION

PARCEL 1

O.R. BOOK 2460, PG, 269

E-1/2 OF SW-1/4; AND THAT PORTION OF THE NW-1/4 OF SE-1/4 LYING WEST OF THE RIGHT-OF-WAY LINE OF STATE ROAD NO. 33 (FORMERLY STATE HIGHWAY NO. 2), LESS THE NORTH 200 FEET THEREOF; AND

THAT PORTION OF THE SE-1/4 OF NW-1/4 AND THE SW 1/4 OF NE 1/4 DESCRIBED AS BEGINNING AT A POINT IN THE WEST LINE OF SAID SE-1/4 OF NW-1/4 900 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SE-1/4 OF NW 1/4 THENCE RUN EAST PARALLEL WITH THE SOUTH LINES OF SAID SE 1/4 OF NW 1/4 AND SAID SW 1/4 OF NE 1/4 A DISTANCE OF 1810 FEET, MORE OR LESS TO A POINT IN THE WEST RIGHT OF WAY LINE OF STATE ROAD 33 (FORMERLY STATE HIGHWAY NO. 2) THENCE SOUTHERLY WITH WEST RIGHT-OF-WAY OF SAID STATE ROAD NO. 33 TO A POINT IN THE SOUTHLINE OF SAID SW 1/4 OF NE 1/4; THENCE WEST WITH THE SOUTHLINES OF SAID SW 1/4 OF NE 1/4 AND SAID SE 1/4 OF NW 1/4 THENCE NORTH WITH THE LINE OF SAID SE 1/4 OF NW 1/4 A DISTANCE OF 420.26 FEET MORE OR LESS, TO THE POINT OF BEGINNING

AND

THE SOUTH 420.26 FEET OF THE EAST 1/2 OF THE SW 1/4 OF NW 1/4

PARCEL 2

, LESS AND EXCEPT THE FOLLOWING:

O.R. BOOK 1349 PG, 0146

A STRIP OF LAND 66.00 FEET WIDE BOUNDED ON THE WEST BY THE WEST LINE OF THE EAST 1/2 OF THE SW 1/4 OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST AND ON THE EAST BY THE WESTERLY RIGHT-OF-WAY OF STATE ROAD 33 (NOW COUNTY ROAD 33) AND LYING 33.00 FEET ON EACH SIDE OF THE FOLLOWING--DESCRIBED CENTERLINE:

FROM THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE SW 1/4 OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, RUN NORTH ALONG THE WEST LINE OF THE SAID EAST 1/2 A DISTANCE OF 689.05 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING TURN TO THE RIGHT AN ANGLE OF 89 DEG. 56' 26" AND RUN EASTERLY 141.67 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 94.14 FEET, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25 DEG. 30' 12.9" A DISTANCE OF 41.91 FEET TO THE END OF SAID CURVE, THEN SOUTHEASTERLY ALONG A LINE TANGENT TO THE AFORE DESCRIBED CURVE 126.43 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY. -AND HAVING A RADIUS OF 439.70 FEET, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16 DEG. 32' 13.8" A DISTANCE OF 126.91 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 861.43 FEET, THENCE SOUTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 142 DEG. 36' 45" A DISTANCE OF 640.67 FEET TO THE END OF SAID CURVE, THENCE ALONG A LINE TANGENT TO THE PRECEDING CURVE RUN EASTERLY 396.08 FEET TO THE BEGINNING OF A CURVE CONCAVE

SOUTHERLY AND HAVING A RADIUS OF 920.03 FEET, THENCE EASTERLY ALONG THE ARC OF SAID CURVE 130 FEET, MORE OR LESS, TO THE WESTERLY RIGHT-OF-WAY OF STATE ROAD 33.

PARCEL 3

O.R. BOOK 1509, PAGE 1867

PARCEL A

FROM THE NE CORNER OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3 A DISTANCE OF 2019.82 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, FROM SAID POINT OF BEGINNING RUN THENCE WESTERLY AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 2080 FEET MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD 33, SAID POINT BEING HEREBY DESIGNATED AS POINT "A". BEGIN AGAIN AT THE POINT OF BEGINNING AND RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3, A DISTANCE OF 537.25 FEET; THENCE WESTERLY AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 2120 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD 33, THENCE NORTHERLY ALONG SAID RIGHT OF WAY LINE TO THE ABOVE DESIGNATED POINT "A".

PARCEL B

FROM THE NE CORNER OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3 A DISTANCE OF 2557.07 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM SAID POINT OF BEGINNING RUN THENCE WESTERLY AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3 A DISTANCE OF 2120 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD 33, SAID POINT BEING HEREBY DESIGNATED AS POINT "A". BEGIN AGAIN AT THE POINT OF BEGINNING AND RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3 A DISTANCE OF 537.25 FEET; THENCE WESTERLY AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 2160 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD 33, THENCE NORTHERLY ALONG SAID RIGHT OF WAY TO THE ABOVE DESIGNATED POINT "A".

PARCEL 4

O.R. BOOK 3370 PAGE 1207

THAT PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: FROM THE NORTHEAST CORNER OF SAID SECTION 3, RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3, A DISTANCE OF 1594.22 FEET FOR THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM SAID POINT OF BEGINNING RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3 A DISTANCE OF 425.60 FEET; THENCE WEST AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 2080 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD NO. 33, SAID POINT BEING HEREBY DESIGNATED AS POINT "A". BEGIN AGAIN AT THE POINT OF BEGINNING AND RUN THENCE WEST AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3 A DISTANCE OF 2100 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD NO. 33; THENCE SOUTHERLY ALONG SAID RIGHT OF WAY LINE TO THE ABOVE DESIGNATED POINT "A".

PARCEL 5

O.R. BOOK 4077 PAGE 2208

FROM THE NORTHEAST CORNER OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 0°04'00" EAST ALONG THE EAST LINE OF SAID SECTION,

836.12 FEET; THENCE CONTINUE SOUTH 0°04'00" EAST ALONG SAID SECTION LINE 758.10 FEET; THENCE NORTH 89°54'41" WEST PARALLEL WITH THE NORTH LINE OF THE NORTHEAST 1/4 A DISTANCE OF 1056 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE NORTH 89°54'41" WEST ALONG SAID PARALLEL LINE 525 FEET; THENCE NORTH 0°04'00" WEST PARALLEL THE EASTLINE OF SAID SECTION 3, 705.92 FEET TO A POINT ON A LINE, SAID LINE BEING 896.12 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 3; THENCE SOUTH 89°54'41" EAST PARALLEL WITH SAID NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3 A DISTANCE OF 228 FEET; THENCE SOUTH 0°04'00" EAST PARALLEL WITH SAID EAST LINE OF SECTION 3 A DISTANCE OF 10 FEET; THENCE SOUTH 89°54'41" EAST PARALLEL WITH SAID NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 3 A DISTANCE OF 300 FEET; THENCE SOUTH 0°04'00" EAST PARALLEL WITH SAID EAST LINE OF SECTION 3 A DISTANCE OF 696.84 FEET TO THE POINT OF BEGINNING AND POINT OF TERMINUS.

TOGETHER WITH AN INGRESS AND EGRESS EASEMENT OVER, UPON AND THRU; THE NORTH 80 FEET LESS THE EAST 1056 FEET TO THE FOLLOWING DESCRIBED PROPERTY; COMMENCE AT THE NORTHEAST CORNER OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 0°04'00" EAST ALONG THE EAST LINE OF SAID SECTION 836.12 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 0°04'00" EAST ALONG SAID SECTION

758.10 FEET; THENCE NORTH 89°54'41" WEST PARALLEL WITH THE NORTH LINE OF THE NORTHEAST 1/4 A DISTANCE OF 2113.54 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 33; THENCE NORTH 03°48'19" WEST ALONG SAID RIGHT-OF-WAY LINE 755.60 FEET; THENCE SOUTH 89°54'43" EAST PARALLEL WITH THE AFORESAID NORTH LINE OF THE NORTHEAST 1/4 A DISTANCE OF 2164.46 FEET TO THE POINT OF BEGINNING.

EXHIBIT C

CONCEPTUAL SITE PLAN



FULL CONCEPTUAL SITE PLAN

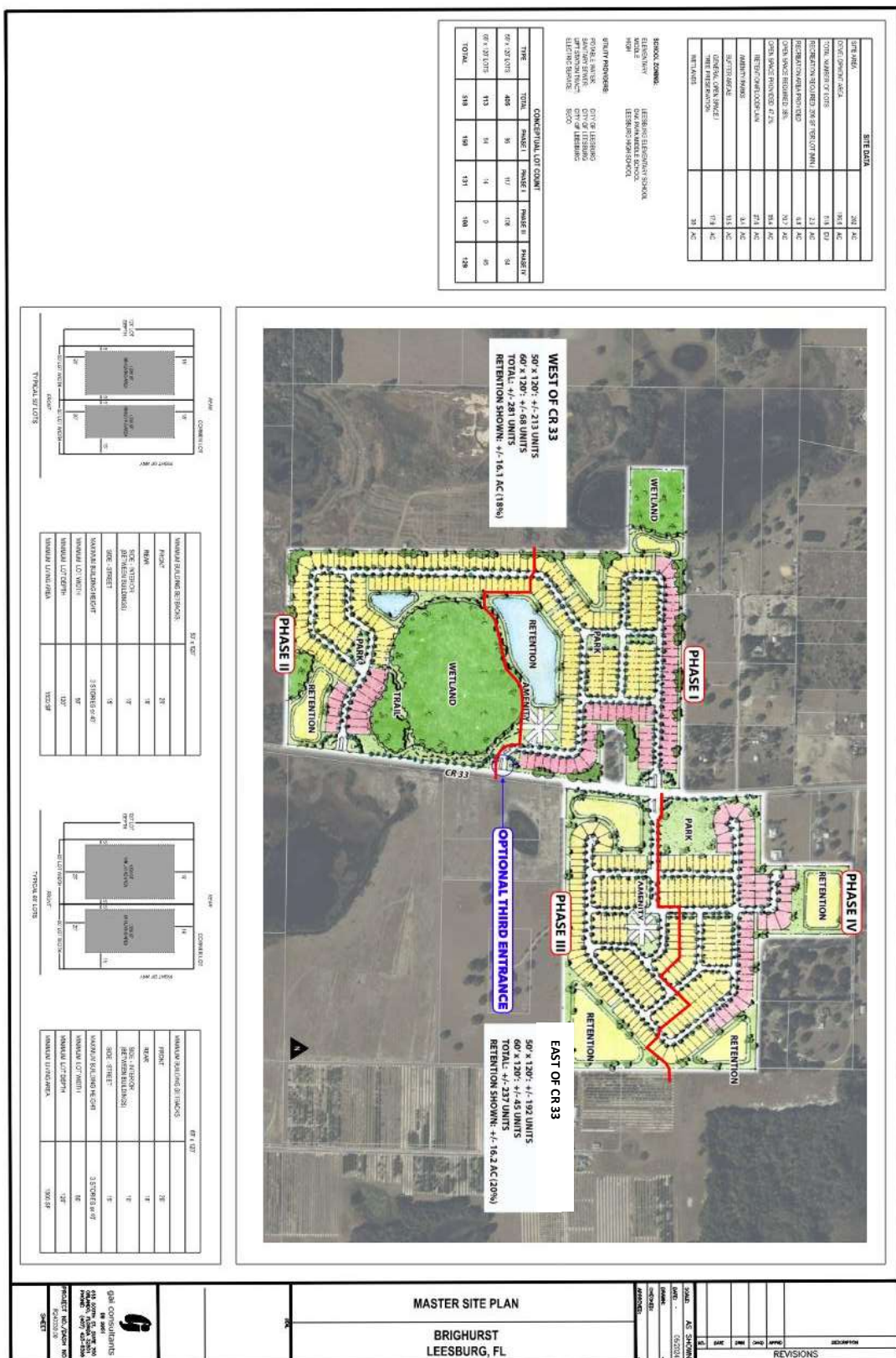


EXHIBIT D

REPRESENTATIVE FAÇADE SAMPLES





EXHIBIT D

REPRESENTATIVE FAÇADE SAMPLES





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 Chalmers 2005. Reprinted for the Town of Southampton, NY. Used with permission.

EXHIBIT F

REPRESENTATIVE FENCE EXAMPLES



Figure 1 – Opaque vinyl fence

Example Source Courtesy of Bespoke Fence & Shoreline Vinyl

<https://bespokefence.com/products/vinyl-fences/> ; <https://shorelinevinyl.com/fencing-styles/caroline/>

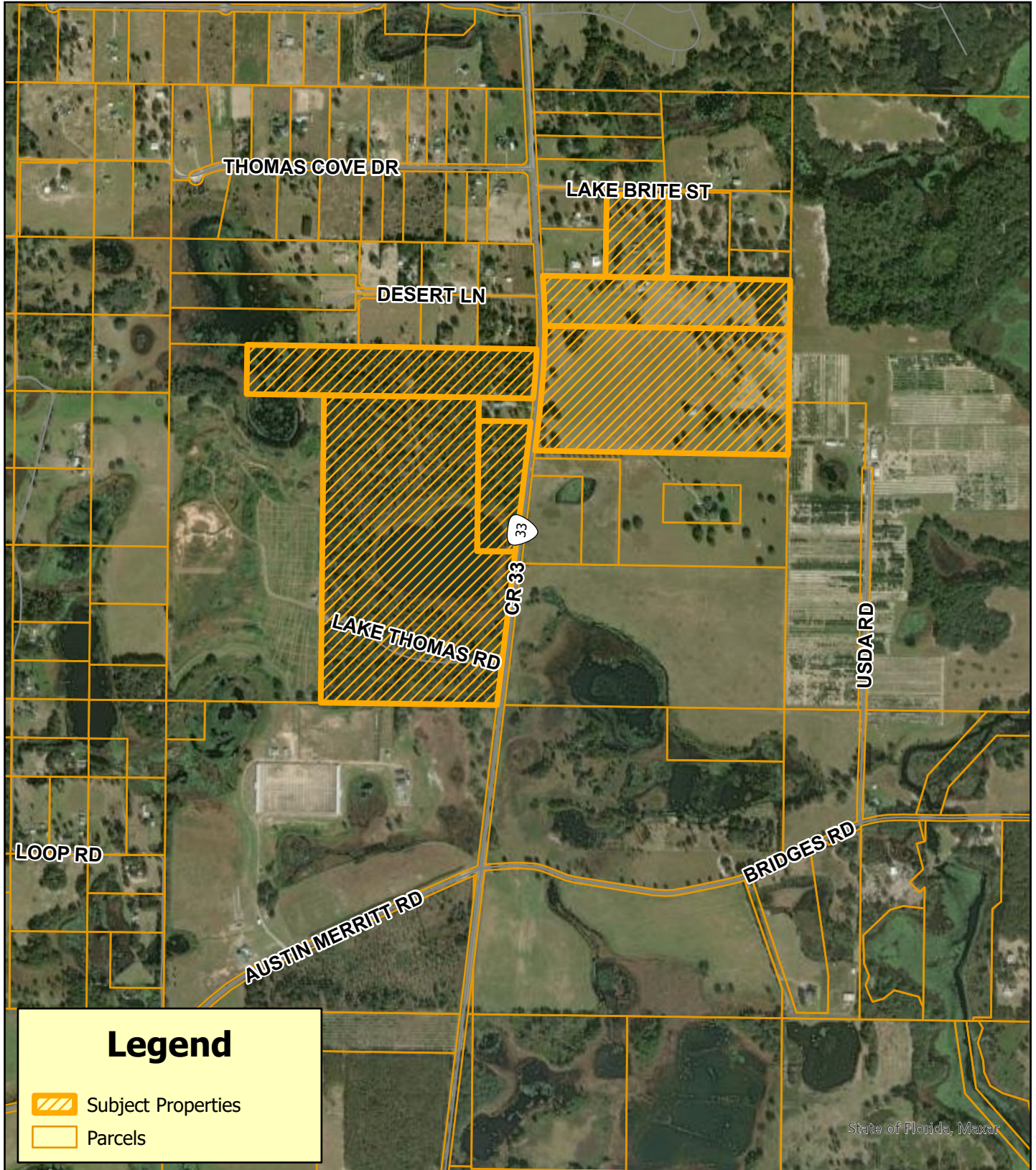


Figure 2 – Split-rail fence

Example Source Courtesy of Superior Outdoor Products & Peerless Fence

<https://superiorplasticproducts.com/3-rail-vinyl-fence>; <https://www.peerlessfence.com/residential/products/wood/post-rail>

Extended Aerial

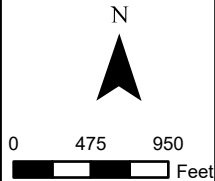


Legend

-  Subject Properties
-  Parcels

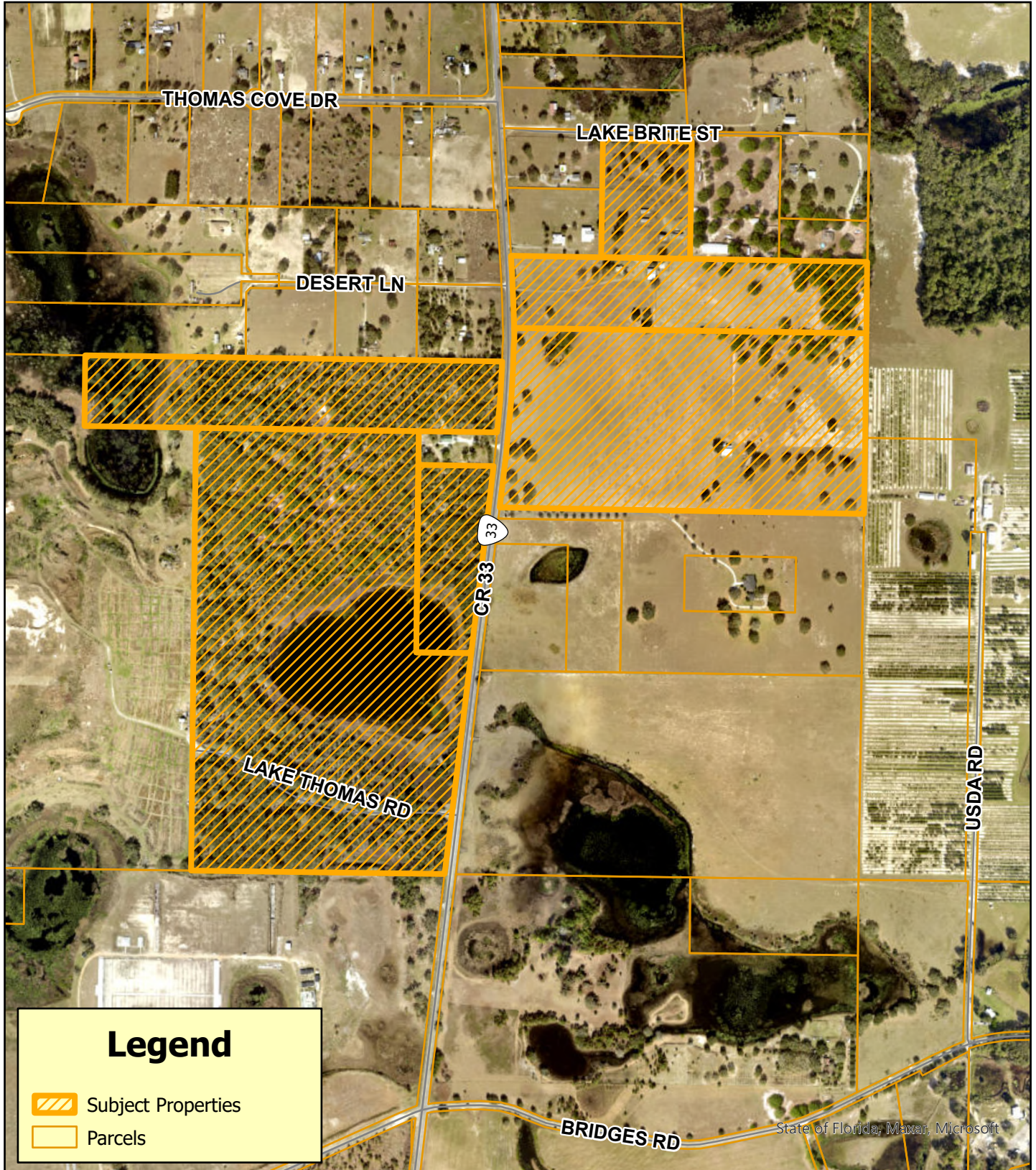


**Planning
& Zoning
Division**

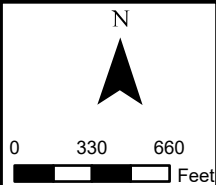


Lake Bright/Brighurst CR 33
(ANNX-24-232); LSCP-24-233; PUD-24-234
Alternate Key(s): 3319397, 1701422, 1701392, 1044189, 1044171, 1044162
Section 3, Township 21 South, Range 24 East
July 11, 2024

Aerial

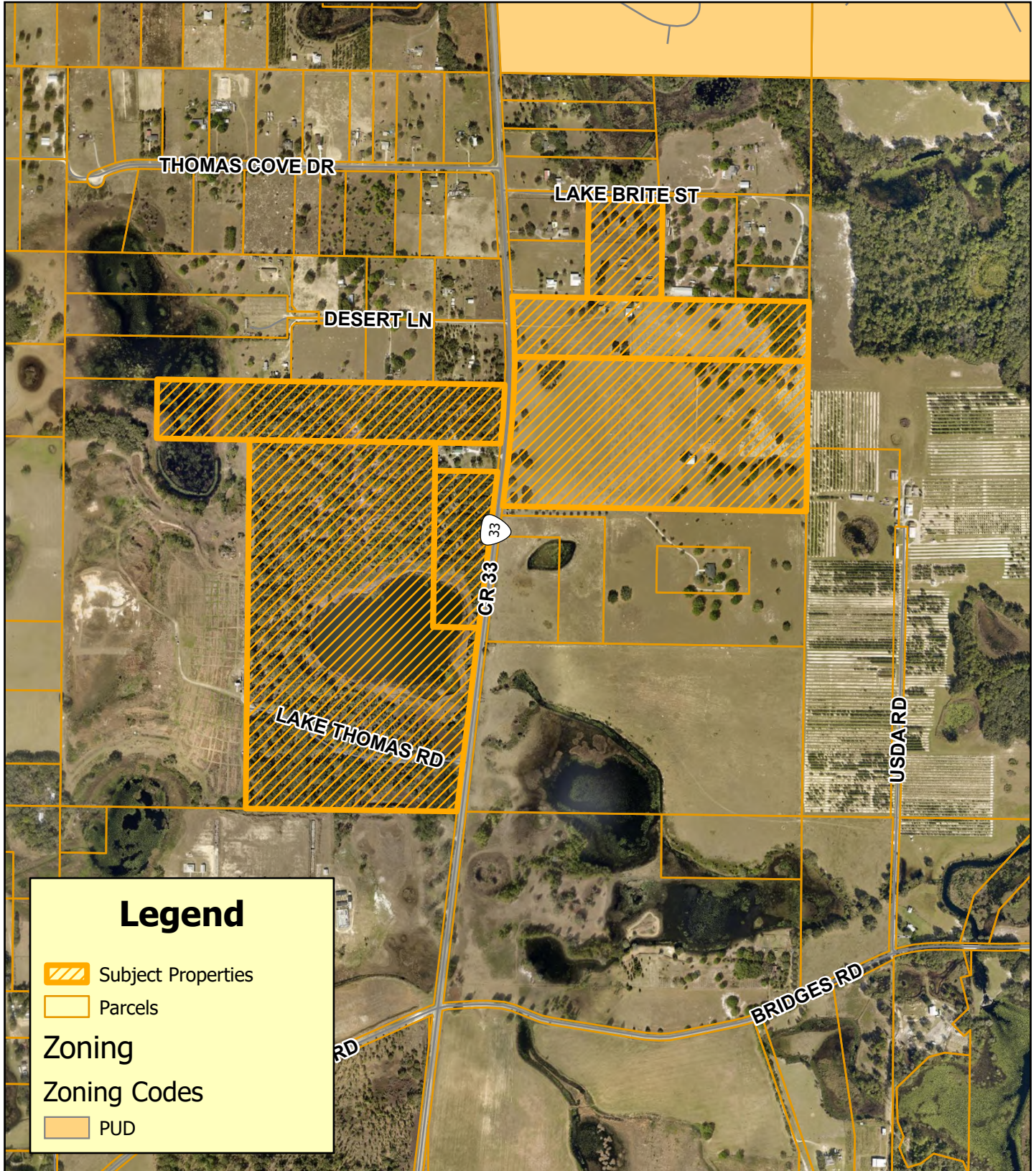


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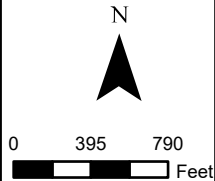


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City of Leesburg Zoning

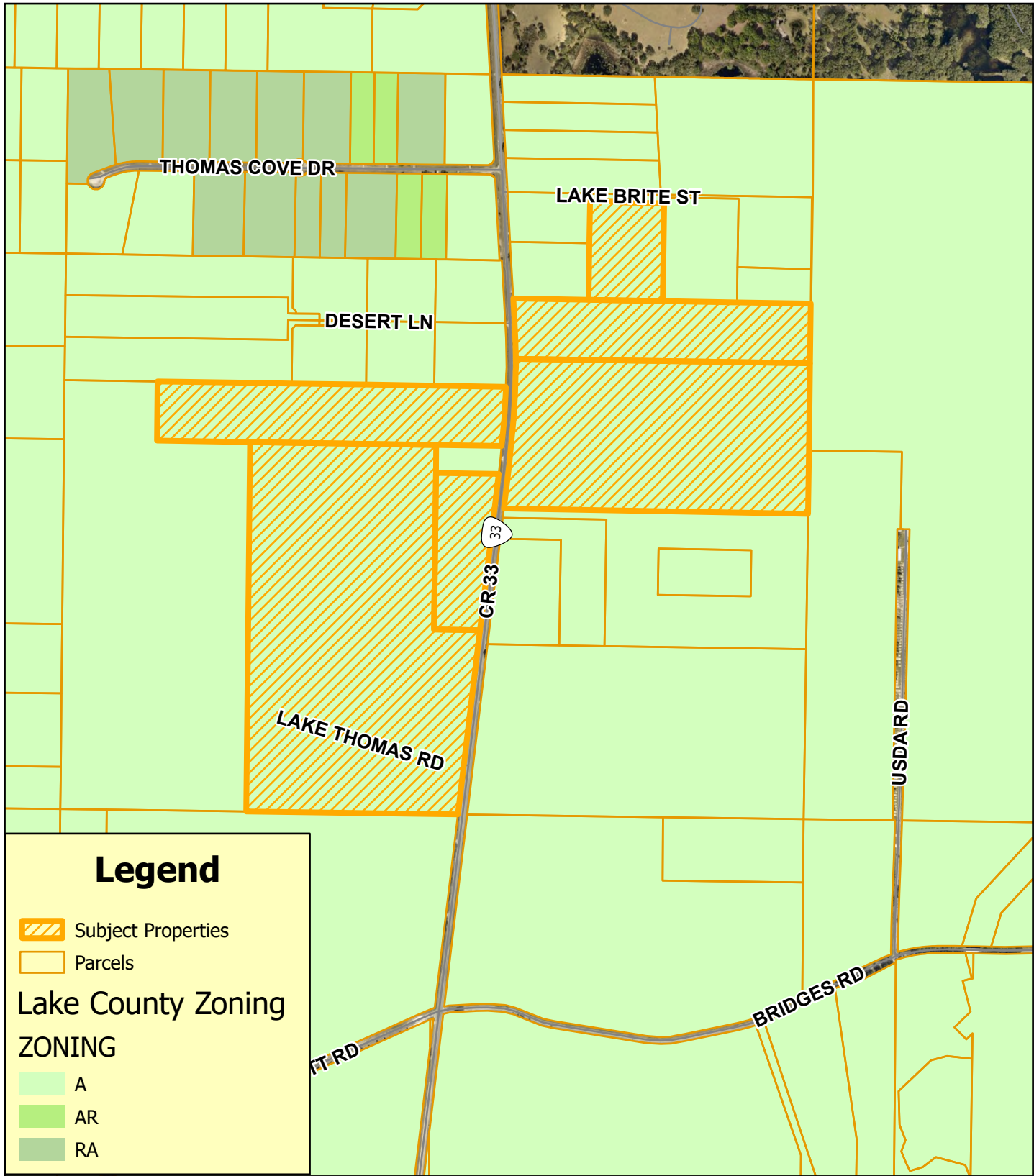


**Planning
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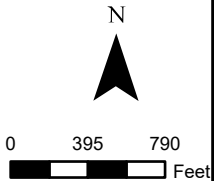


Lake Bright/Brighurst CR 33
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July 11, 2024

Lake County Zoning

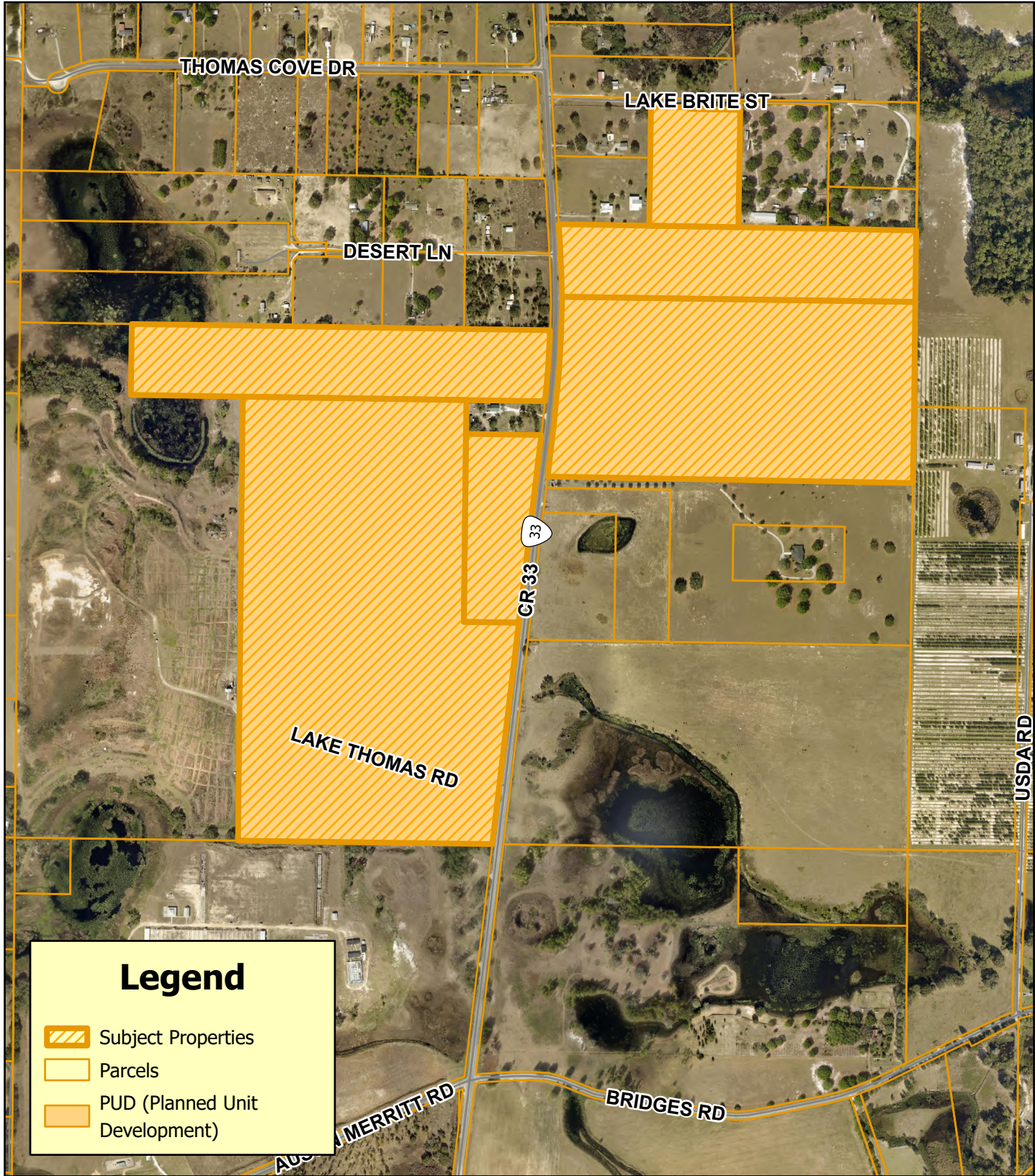


**Planning
& Zoning
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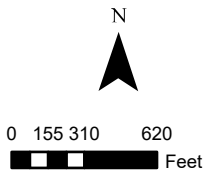


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Proposed Zoning

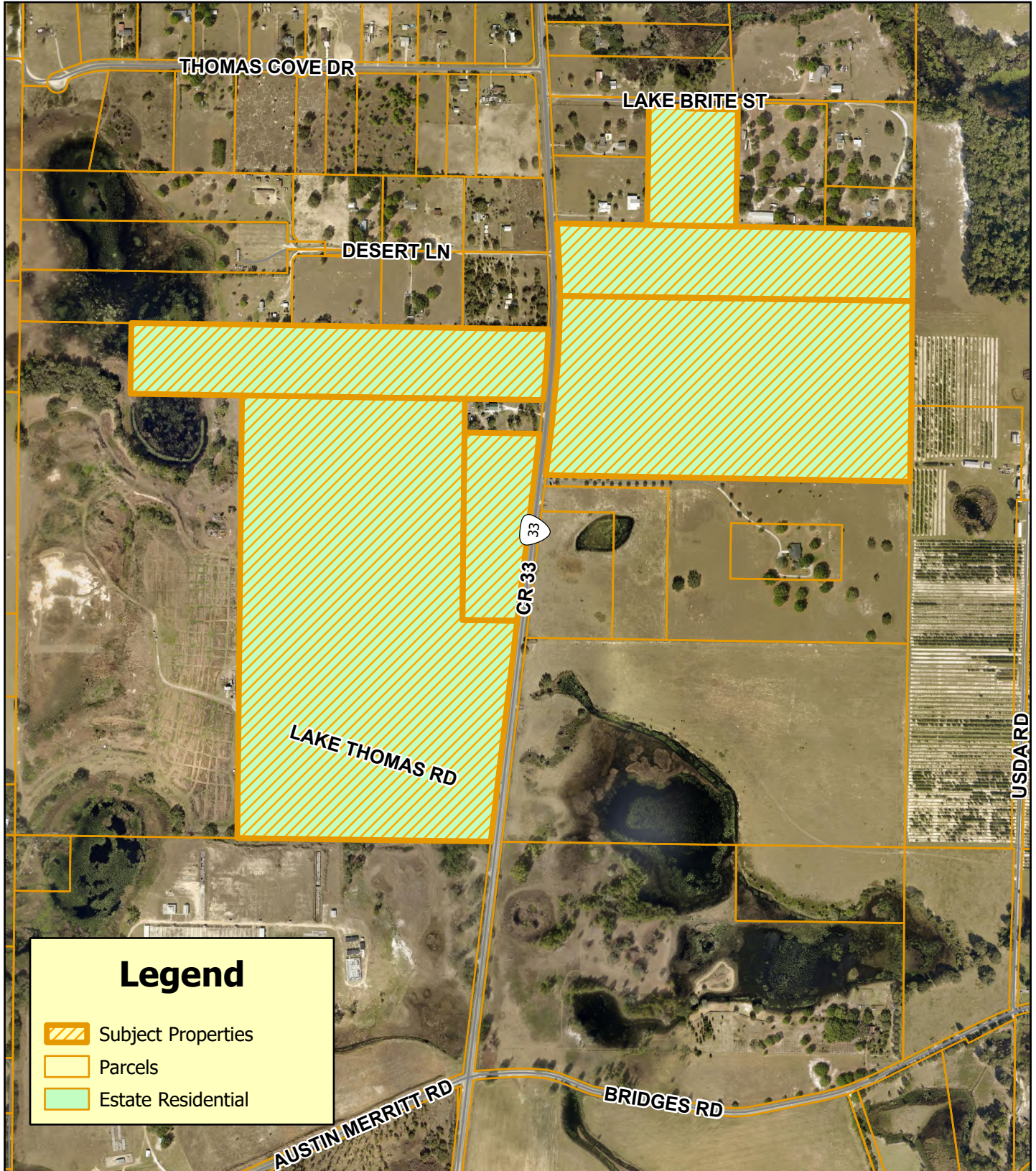


**Planning
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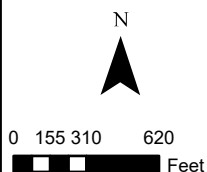


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Proposed Future Land Use



**Planning
& Zoning
Division**

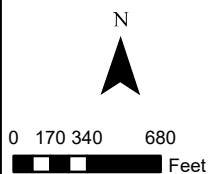


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Surrounding Land Use

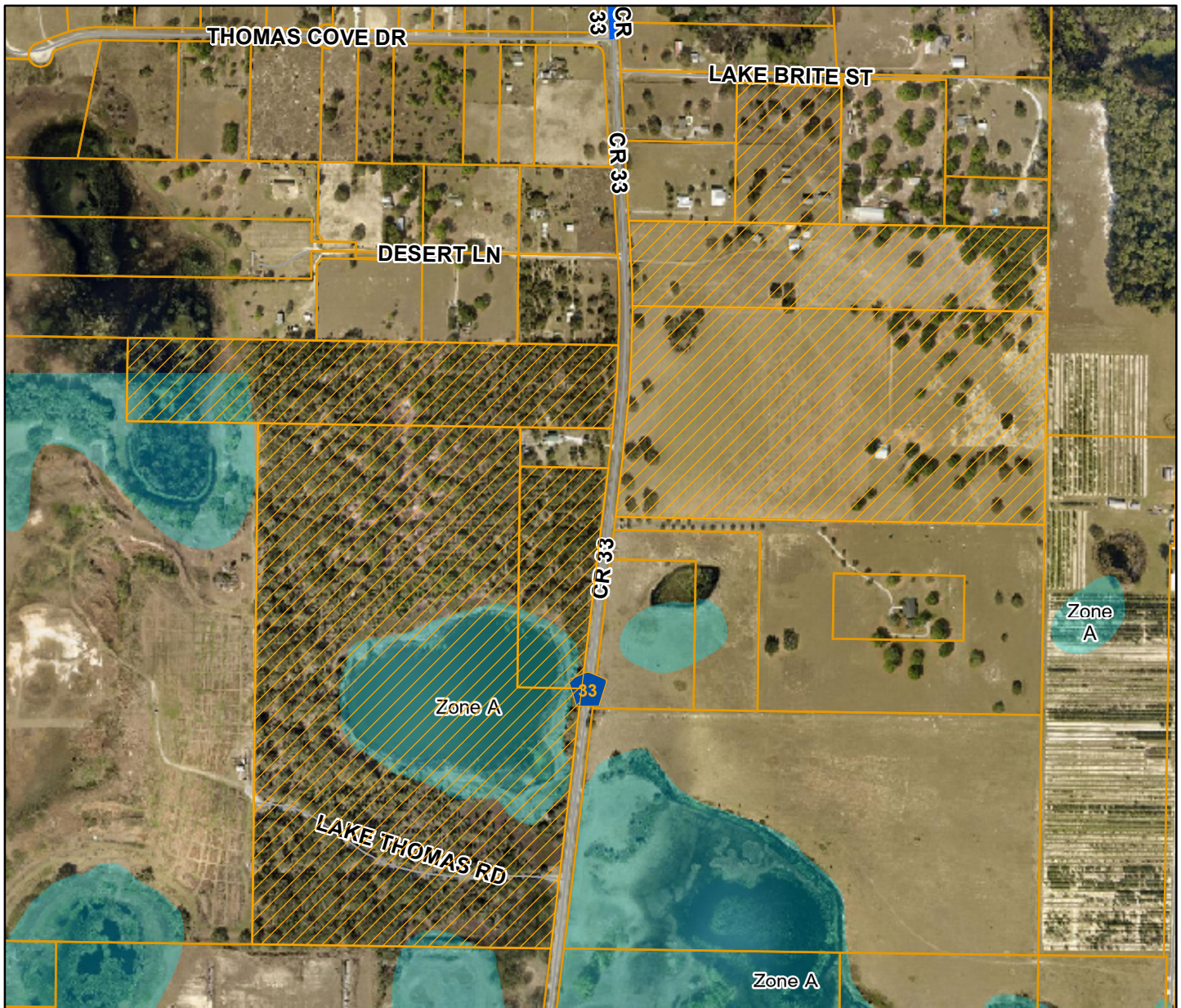


**Planning
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Flood Zone



Legend:

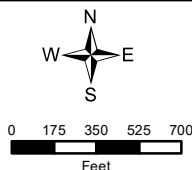
Flood Hazard Zones

Zone Type

	1% Annual Chance Flood Hazard		Area of Undetermined Flood Hazard
	Regulatory Floodway		0.2% Annual Chance Flood Hazard
	Special Floodway		Future Conditions 1% Annual Chance Flood Hazard
			Area with Reduced Risk Due to Levee
			Area with Risk Due to Levee

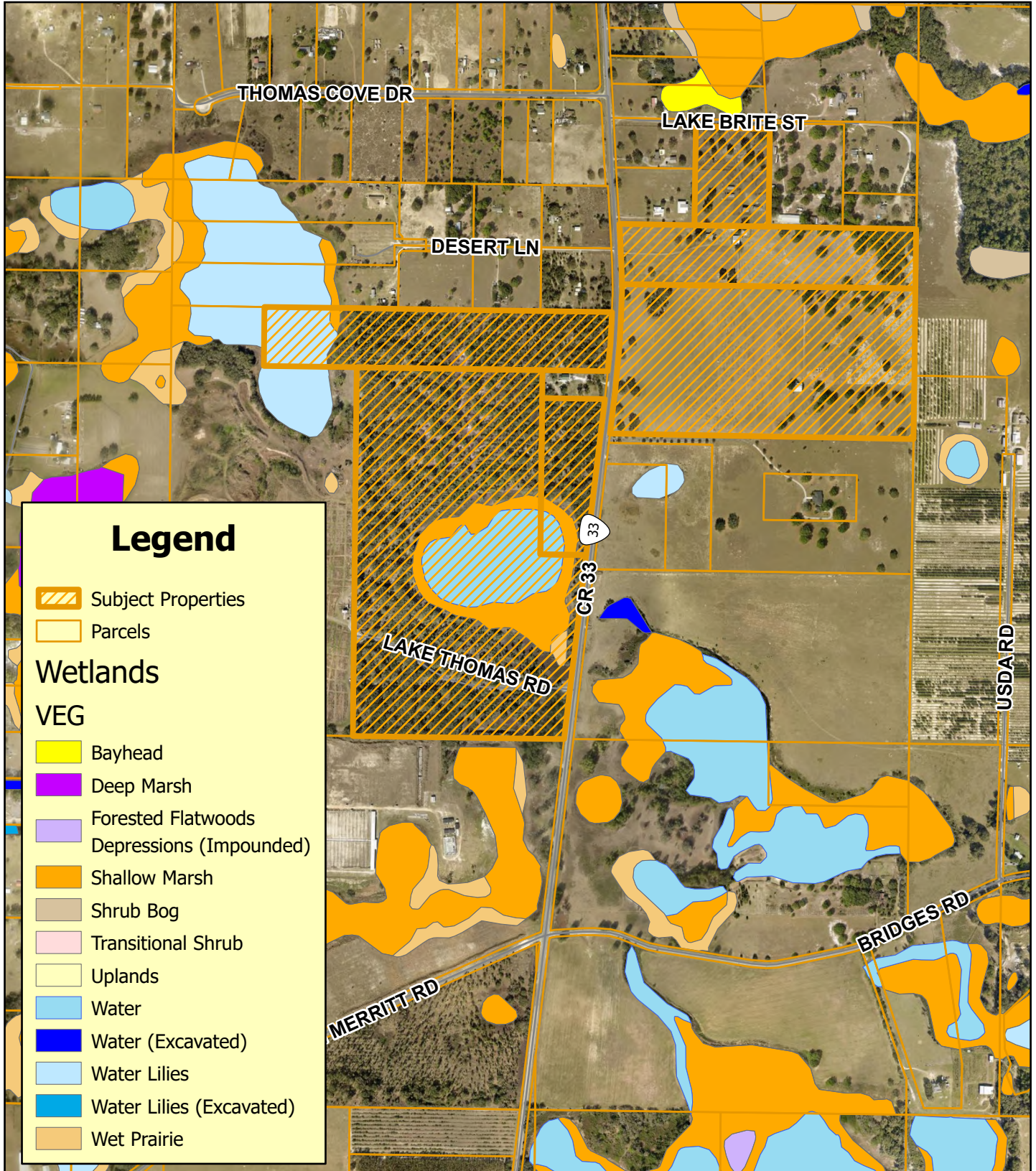


**Planning
& Zoning
Division**

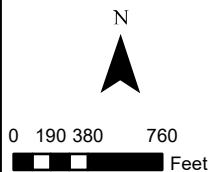


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Wetlands



**Planning
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DRAFT SUMMARY MINUTES OF THE REGULAR MEETING
OF THE PLANNING COMMISSION
CITY HALL

THURSDAY, August 22, 2024 - 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, August 22nd, 2024, at City Hall.

Chairman Tim Sennett called the meeting to order at 4:30 p.m.

The following Commission members were present:

Tim Sennett – Chairman
Nathaniel Sanders – Vice-Chairman
Ted Bowersox
John O’Kelley
Frazier Marshall
Stewart Kaplan
Ze’ Shieca Carter

The following Commission member was absent:

Darin Akkerman

The following Alternate Commission member was present:

Ken Simeone, Alternate; was not seated and did not vote. Mr. Simeone advised that he will not be available for the September 19th, 2024 Planning Commission meeting.

City staff present were Dan Miller, Director, Planning & Zoning, Kandi Harper, Deputy Planning & Zoning Director, Dianne Yekel, Senior Planner, Christine Rock, Senior Planner and Melissa Medders, Planner. City attorney Grant Watson was also present.

The meeting was called to order at 4:30 PM with an invocation given by Commissioner Bowersox, followed by the Pledge of Allegiance to the Flag.

Chairman Sennett called for the fifth item to be brought forward.

PUBLIC HEARING CASE # LSCP-24-233 – LAKE BRIGHT/BRIGHURST – LARGE SCALE COMPREHENSIVE PLAN AMENDMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE FUTURE LAND USE DESIGNATION OF APPROXIMATELY 208.5 +/- ACRES FROM LAKE COUNTY RURAL TO CITY OF LEESBURG ESTATE RESIDENTIAL, FOR A PROPERTY GENERALLY LOCATED EAST OF COUNTY ROAD 33 AND SOUTH OF LAKE BRITE STREET, AND WEST OF COUNTY ROAD 33 AND SOUTH OF DESERT LANE, AS LEGALLY DESCRIBED IN SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, SEPTEMBER 23RD, 2024 AND SECOND READING IS TENTATIVELY SCHEDULED FOR TUESDAY, NOVEMBER 12TH, 2024)** (Lake Bright/Brighurst LSCP)

Mr. Miller provided background information on the cases: uses, size, and location on south County Road 33. Mr. Miller described the proposed changes to the Future Land Use designation and the Zoning category.

Dianne Yekel, Senior Planner, presented the maps and described the conditions on the property and the location of the proposed development.

Mr. Miller provided city staff, county departments, Lake County Schools, and public responses to public notice of these cases: City of Leesburg Electric Department noted that this site is outside the city's electric service area; Lake County Schools stated that this development will be subject to school concurrency requirement review, mitigation agreement between the developer and the School Board to provide cash payment for new student stations that will be necessary because of the development should it be approved and constructed; and Lake County Public Works provided significant comments regarding roadway improvements along County Road 33; and will review stormwater management plans. Public (citizen) responses from the neighbors with handouts: concerns were for existing cattle on neighbor's property and need for a concrete fence along the Brighurst property. Mr. Miller described the proposed development site plan that included the number of dwelling units and density. Mr. Miller described the "phasing or expiration clause" that limits the life of the PUD to 48-months from approval; if not substantially commenced at 48-months, the site reverts to RE-1 zoning category that requires one acre per dwelling unit. Development must connect to city water and sewer.

Mr. Miller read staff Recommendations into the record for both cases (Large Scale Comprehensive Plan Map amendment and Planned Unit Development).

Mr. Miller stated that staff is recommending approval of the cases.

Commissioner Marshall posed questions regarding Lake Thomas Road in the neighborhood; Lake County stated that they are not responsible for Lake Thomas Road; Mr. Miller stated that the developer is responsible for maintaining the road during development if there are residents taking access from it.

Andrew McCown, Planning Manager, GAI, made a presentation on behalf of the developer describing the proposed development in detail. Mr. McCown handed out a paper presentation detailing the proposed development.

The transportation consultant from Traffic Mobility Consultants spoke regarding the traffic study that is being performed in support of the development; that there is 15% to 20% remaining capacity; final study will be completed by the time of the City Commission hearing on September 23rd, 2024.

Mr. McCown pointed out two changes being requested: 1) Lot depth reduction from 120-feet to 115-feet; and 2) rear yard building setback reduction from 18-feet to 15-feet.

Chairman Sennett asked if the lot depth allowed for cars to be parked in the driveway without blocking the sidewalk; Mr. Miller responded in the affirmative.

Vice-Chairman Sanders inquired about the price of the homes. Ben Snyder, Hanover Homes, explained that the price-point has not been established because of the lag time between establishment of entitlements, construction, and sale but that the homes will be market rate housing, standard primary homes.

Commissioner Marshall stated that the lot sizes are too small. Mr. Snyder explained that larger lot sizes push the price of a home upward; that Hanover is trying to keep home prices reasonable; and that 50-foot lots allow for a range of house sizes for a range of home buyers.

Chairman Sennett called for public comment and explained that comments are limited to 3-minutes per speaker and asked that the speakers not be repetitive in their comments.

Chairman Sennett open the meeting for public comment.

Public comments were regarding current uses such as private homes, cattle, hogs, and chickens; close proximity of the proposed dwelling units to their homes, concern for loss of privacy; type and height of fence being proposed; concerned for trespass and increased dogs in pastures killing calves; prefer solid 10-foot concrete fence around the proposed development; concern for loss of property value; not fair to push liability (of charging bulls due to trespass) onto current residents; lower value marketing scheme is being proposed; trash along County Road 33; increased traffic volume and noise; increased traffic incidents because of speed, volume, and blind hill; increased pollution.

Mr. Miller explained that the City of Leesburg supports Lake County Public Works Department regarding transportation and road requirements.

The applicant offered rebuttal regarding number of stories of the dwelling units (some but not all could be two story) and the width of the buffer.

Commissioner Bowersox questioned the fencing being proposed. Ben Snyder responded regarding trespass laws and homeowner comments about concrete walls surrounding their property; that homeowners prefer split-rail fence and vegetative buffer for a more rural feel.

Commissioner Bowersox requested a more permanent fence and that the developer respect the current property owners.

Commissioner Carter asked about the traffic study being public information. Mr. Miller stated that it is public information and can be posted on the city's website.

Commissioner Carter asked Mr. Miller to restate the current zoning. Mr. Miller stated that the current zoning is Lake County Agriculture.

Chairman Sennett closed the public portion of the meeting and opened the meeting for Commission discussion.

Commissioner Bowersox restated his concern for the fence and the security of the current residents.

Commissioner (Vice Chairman) Sanders made a motion to APPROVE CASE # LSCP-24-233 – LAKE BRIGHT/BRIGHURST – LARGE SCALE COMPREHENSIVE PLAN AMENDMENT. Commissioner (Vice Chairman) Sanders' motion died on the floor for lack of a SECOND.

Commissioner Carter stated that the proposed development is too detrimental to the area; asked for responsible development; and that developers create charter schools in the developments they are proposing.

Chairman Sennett introduced the sixth item on the agenda and asked for a motion.

PUBLIC HEARING CASE # PUD-24-234 – LAKE BRIGHT/BRIGHURST – PLANNED UNIT DEVELOPMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING OF APPROXIMATELY 208.5 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT), FOR A PROPERTY GENERALLY LOCATED EAST OF COUNTY ROAD 33 AND SOUTH OF LAKE BRITE STREET, AND WEST OF COUNTY ROAD 33 AND SOUTH OF DESERT LANE AS LEGALLY DESCRIBED IN SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, SEPTEMBER 23RD, 2024 AND SECOND**

**READING IS TENTATIVELY SCHEDULED FOR TUESDAY, NOVEMBER
12TH, 2024) (Lake Bright/Brighurst PUD)**

Commissioner Marshall made a MOTION to DENY CASE # PUD-24-234 – LAKE BRIGHT/BRIGHURST – PLANNED UNIT DEVELOPMENT. Commissioner O’Kelley SECONDED the motion.

A roll call vote was held on the motion for denial.

The voting took place.

The roll call vote was:

Commissioner Bowersox	Yea
Commissioner Carter	Yea
Chairman Sennett	Yea
Commissioner Kaplan	Yea
Commissioner O’Kelley	Yea
Commissioner Marshall	Yea
Commissioner (Vice Chairman) Sanders	Nay

The motion for DENIAL PASSED by a vote of 6 – 1.

City attorney Watson questioned the Chairman regarding a motion on Item Number 5, CASE # LSCP-24-233 – LAKE BRIGHT/BRIGHURST – LARGE SCALE COMPREHENSIVE PLAN AMENDMENT for clarification of the Planning Commission’s recommendation to the City Commission.

Commissioner O’Kelley made a motion to DENY CASE # LSCP-24-233 – LAKE BRIGHT/BRIGHURST – LARGE SCALE COMPREHENSIVE PLAN AMENDMENT. Commissioner Carter SECONDED the motion.

Chairman Sennett called for a roll call vote.

The voting took place.

The roll call vote was:

Commissioner (Vice Chairman) Sanders	Nay
Commissioner Bowersox	Yea
Commissioner Carter	Yea
Chairman Sennett	Yea
Commissioner Kaplan	Yea
Commissioner O’Kelley	Yea
Commissioner Marshall	Yea

The motion for DENIAL PASSED by a vote of 6 – 1.

Prompted by a question from Commissioner Marshall, City attorney Watson explained the proper procedure for the Planning Commission to make clear recommendations to the City Commission that puts the question before the Planning Commission to rest.

Commissioner Carter clarified that the Planning Commission is a recommending body; not responsible for the final decision.

Mr. Miller stated that this case would be heard on September 23rd City Commission; but to check with Planning and Zoning office to ensure the correct date and time.



Sign 1 - Close up of Sign on Property from CR 33.



Looking north along CR 33.



Looking east into the property from CR 33.



Looking south along CR 33.



Looking west along Desert Lane from CR 33.



Sign 2 - Close up of Sign on Property from CR 33.



Looking north along CR 33.



Looking east from the property across CR 33.



Looking south along CR 33.



Looking west into the subject property from CR 33.



Sign 3 - Close up of Sign on Property from Lake Brite Street.



Looking north across Lake Brite Street.



Looking east along Lake Brite Street.



Looking south into the subject property from Lake Brite Street.



Looking west along Lake Brite Street.

RECEIVED October 25, 2024
Leesburg 24-06ESR
Lake Bright - Brighurst
ANNX-24-232; LSCP-24-233;
PUD-24-234

October 25, 2023

The Honorable Jimmy Burry
Mayor, City of Leesburg
501 West Meadow Street
Leesburg, Florida 34748

Dear Mayor Burry:

FloridaCommerce has reviewed the City of Leesburg proposed comprehensive plan amendment (Amendment No. 24-06ESR), received on September 25, 2024, pursuant to the expedited state review process in Section 163.3184(2) and (3), Florida Statutes (F.S.). We have identified no comment related to adverse impacts to important state resources and facilities within FloridaCommerce's authorized scope of review.

We are, however, providing two technical assistance comments consistent with Section 163.3168(3), F.S. The technical assistance comments will not form the basis of a challenge. They are offered either as suggestions which can strengthen the City's comprehensive plan in order to foster a vibrant, healthy community or are technical in nature and designed to ensure consistency with the Community Planning Act in Chapter 163, Part II, F.S. The technical assistance comments are:

Technical Assistance Comment 1) Annexation.

The property proposed for annexation does not appear to be contiguous with the City's existing borders, contrary to the requirements of Section 165.061 (Standards for incorporation, merger, and dissolution) and Section 171.043 (Character of the area to be annexed) of the Florida Statutes. The City should consult with its legal counsel to ensure the statutory requirements for annexation are met.

Technical Assistance Comment 2) Inadequate Public Facilities Data and Analysis.

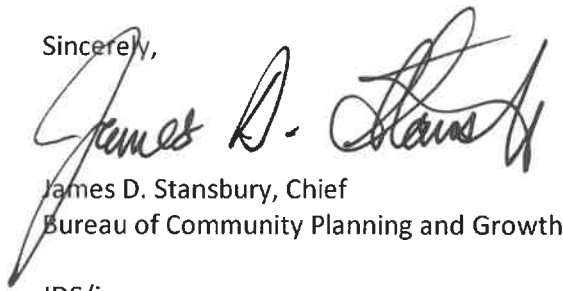
The supporting data and analysis for the proposed amendment does not adequately demonstrate the availability and planning for adequate public facilities for the demand generated by the amendment's maximum development potential. Prior to adoption, the City should support the amendment with data and analysis demonstrating necessary public facilities have been planned for the development associated with the amendment. If necessary, the City should revise the development associated with the amendment to be based on the supporting public facilities data and analysis. If the City intends to base the public facilities analysis upon the amount of development proposed within the master plan development program that is associated with the FLUM amendment, then a new site-specific policy or footnote should be added to the Future Land Use Element of the City's Comprehensive Plan that references the Ordinance number adopting the aforementioned development program of the master plan.

The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment. In addition, the City is reminded that:

- Section 163.3184(3)(b), F.S., authorizes other reviewing agencies to provide comments directly to the City. **If the City receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption.**
- **The second public hearing**, which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of agency comments or the amendment shall be **deemed withdrawn** unless extended by agreement with notice to FloridaCommerce and any affected party that provided comment on the amendment pursuant to Section 163.3184(3)(c)1., F.S.
- **The adopted amendment must be transmitted to FloridaCommerce within ten working days after the second public hearing pursuant to 163.3184(3)(c)2., F.S.** Under Section 163.3184(3)(c)2. and 4., F.S., the **amendment effective date** is 31 days after FloridaCommerce notifies the City that the amendment package is complete or, if challenged, until it is found to be in compliance by FloridaCommerce or the Administration Commission.

If you have any questions concerning this review, please contact Jana Williams, Regional Planning Administrator, by telephone at (850)-717-8483 or by email at jana.williams@commerce.fl.gov.

Sincerely,



James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/jw

Enclosure(s): Procedures for Adoption

cc: Debbie Flynn, Senior Planner, Growth Management Department, City of Palm Bay
John Patterson, AICP, Planner 3, East Central Florida Regional Planning Council

SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR EXPEDITED STATE REVIEW

Section 163.3184(3), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit electronically using FloridaCommerce's electronic amendment submittal portal "[Comprehensive Plan and Amendment Upload](https://fideo.my.salesforce-sites.com/cp/)" (<https://fideo.my.salesforce-sites.com/cp/>) or submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ State Land Planning Agency identification number for adopted amendment package;

_____ Summary description of the adoption package, including any amendments proposed but not adopted;

_____ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

_____ Ordinance number and adoption date;

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact;

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format.

_____ In the case of future land use map amendments, an adopted future land use map, **in color format**, clearly depicting the parcel, its future land use designation, and its adopted designation.

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

_____ Copy of the executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for expedited review:

"The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance."

_____ List of additional changes made in the adopted amendment that the State Land Planning Agency did not previously review;

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

_____ Statement indicating the relationship of the additional changes not previously reviewed by the State Land Planning Agency in response to the comment letter from the State Land Planning Agency.



Department of Public Works, Engineering Division
P.O. Box 7800 • 350 N. Sinclair Ave. • Tavares, FL 32778

August 16, 2024

Max VanAllen
Planner
City of Leesburg
Planning and Zoning Department
204 North 5th Street
Leesburg, Florida 34749
(sent via email)

RE: PROJECT: Orange Bend / Planned Unit Development - Mixed Use Planned Use Development
CASE NO.: PUD-24-234

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.

Major comments for CR 33

- Turn Lanes are required on CR 33 at the development's proposed access.
- Additional right-of-way may be required for CR 33.
- A trail along the development road frontage for CR 33 will need to be accommodated.
- A traffic impact analysis is recommended to be provided and reviewed prior to the PUD hearing.

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

Lake County Department of Public Works recommended requirements for the Tierra Vista PUD impacts to roadways and drainage systems:

CR 33:

- Access off CR 33 will need to meet Lake County access management requirements.
- Left and Right Turn Lanes on CR 33 at the proposed entrances to this development will be required.
- The development will need to accommodate for the West Lake Trail along the property's CR 33 road frontage.
- Additional right-of-way for CR 33 may be required to meet the minimum requirements for a collector roadway and to accommodate the offsite road improvements while maintaining the road drainage. Further evaluation will be performed with subdivision plans based on impacts due to drainage, sidewalk, turn lanes, shoulders, etc. The adopted minimum right-of-way widths for County Collector Road is 100-ft (50-ft from centerline of pavement).
- A preliminary review of the right-of-way based the historic SR 33 FDOT Right-of-Way Map is 33-ft from centerline. A detailed survey of CR 33 will be required the will need to verify all property lines, right-of-way, surface/above ground utilities, and other features of the right-of-way.
- CR 33 is defined with a functional road classification of 'rural major collector' by the Lake County Comprehensive Plan and adopted Lake-Sumter Metropolitan Planning Organization (LSMPO) Plan.

Lake Thomas Road:

- Lake Thomas Road appears to be a public right of way per ORB1349/PG146. This road is not in the county road maintenance. The proposed PUD plan appears to alter the path of this road and the access for the western parcel with alt key 1701414 (not part of this proposed PUD). Any vacation petition for the removal of the existing right-of-way should be processed by the city and new right-of-way providing access to the western parcel should be provided at the same time of vacation of right-of-way.
- The development will need to revise the concept plan showing the access to the western parcel with alt key 1701414. This access would need to be a right-of-way and a road meeting local paved road standard.

Traffic:

- A Traffic Impact Analysis (TIA) will be required of this development for review by the Lake-Sumter MPO and Lake County Public Works Department. The TIA will need to follow the Lake-Sumter MPO Traffic Impact Analysis Methodology and Guideline the methodology will need to be worked out prior to TIA submittal.

- The TIA is highly recommended to be provided for review by Lake-Sumter MPO and Lake County prior to public hearings for the PUD.

Internal connectivity:

- The development is recommended to have internal pedestrian and bicycle connectivity throughout the development and to CR 33.

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 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 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

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, Chief Planner for Lake County
Dan Miller, Planning Manager for City of Leesburg

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.7.

Meeting Date: November 12, 2024

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, establishing the Orange Bend 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. (Orange Bend CDD)

Staff Recommendation:

Staff recommends approval of the request to create a Community Development District (CDD) for the Orange Bend subdivision.

Analysis:

This item is a request from Forestar (USA) Real Estate Group Inc., to create a Community Development District, known as the Orange Bend CDD, which will be generally located west of County Road 44 and south of County Road 473, as shown on the attached map.

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. The Orange Bend CDD will consist of 243.89 plus or minus acres.

A CDD's services may include, but are not limited to, the financing, funding, construction and operation of water and wastewater systems, roads, bridges, transit, shelters, environmental, conservation and mitigation areas, parks, plus schools and security measures. These services may vary from district to district. CDD's are specific to a described area, and have no zoning, development permitting or police power, and have no authority to encumber debt to a local government. Each district must remain in compliance with the local government's comprehensive plan.

Approval of this request does not create a negative impact on the City's comprehensive plan or the surrounding property owners.

Procurement Analysis:

N/A

Options:

1. Approve the request to establish the Orange Bend CDD; or
2. Other action as the Commission may choose.

Fiscal Impact:

Property owners within the Orange Bend Community Development District areas are solely responsible for the funding, financing and maintenance of activities of the district; therefore, no direct fiscal impact is anticipated.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ESTABLISHING THE ORANGE BEND 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. (ORANGE BEND CDD)

WHEREAS, Forestar (USA) Real Estate Group Inc. (the “Petitioner”) has petitioned the City Commission for the City of Leesburg, Florida (the “City”) to adopt an ordinance establishing the boundaries of the Orange Bend 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 Orange Bend 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 “Orange Bend 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 243.89 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 Shelley Kaercher, John C. Tyree, Robyn Bronson, Roger Van Auken and Justin Starr. All of the listed persons are residents of the State of Florida and citizens of the United States of America.

SECTION 7: 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 same with the City Clerk.

SECTION 8: 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 9: 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 12th day of November 2024.

THE CITY OF LEESBURG, FLORIDA

Mayor

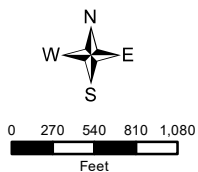
ATTEST:

City Clerk

Aerial



**Planning
& Zoning
Division**



PUD-21-27 - Orange Bend PUD

AK#s: 1535921; 1387060

Sections 33 and 34, Township 18 South, Range 25 East; and

Section 03, Township 19 South, Range 25 East

March 3, 2021

NOTICE OF PUBLIC HEARING
By the City Commission for the City of Leesburg, Florida
to Consider a Petition to Establish the
Orange Bend Community Development District

DATE: **October 28, 2024 (First Reading)**
 November 12, 2024 (Second Reading/Public Hearing)

TIME: **5:30 P.M.**

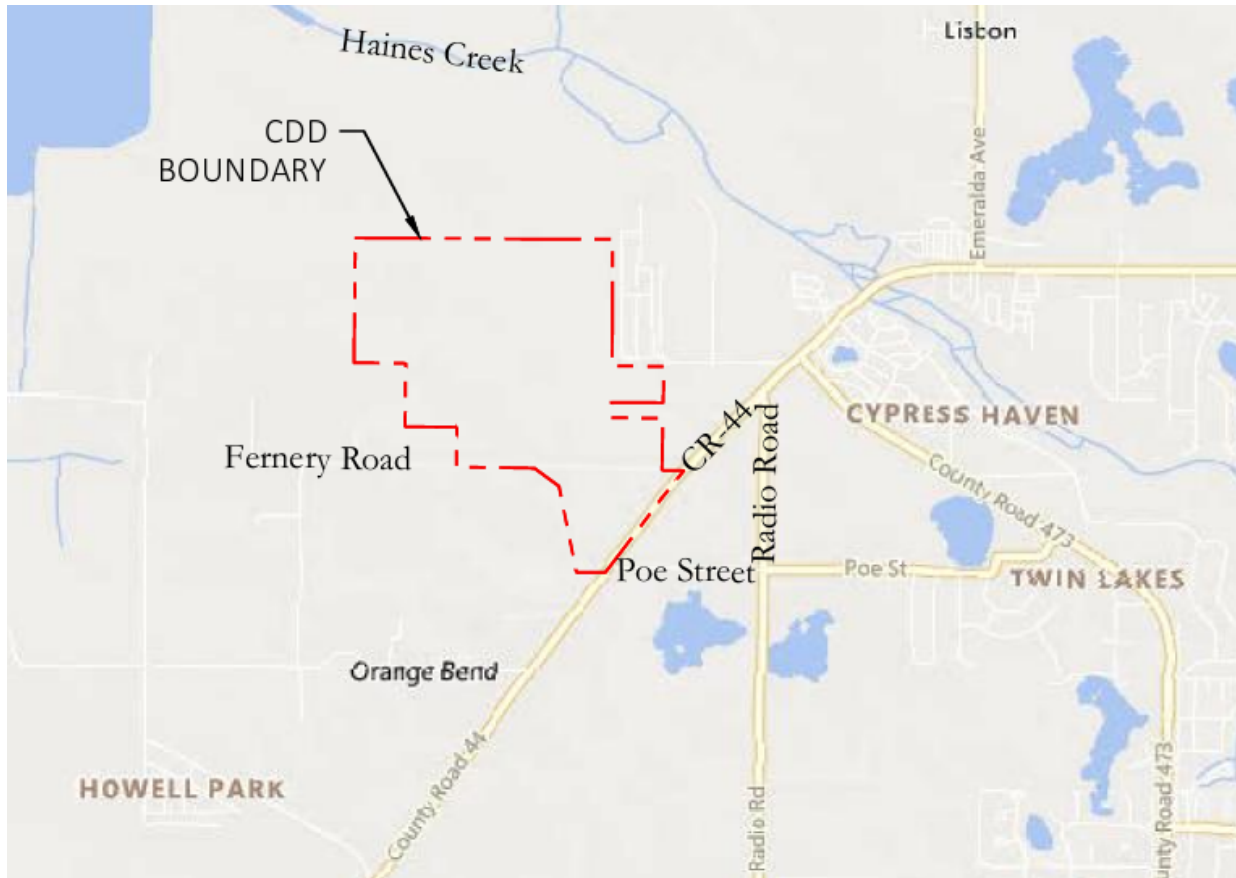
LOCATION: **City Hall, Third Floor Commission Chambers**
 501 West Meadow Street
 Leesburg, Florida 34748

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 Orange Bend Community Development District ("District"). The proposed District is comprised of approximately 243.89 acres, more or less, generally located west of County Road 44, north of Poe Street, east of Lake Griffin, and south of Haines Creek. 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: OCTOBER 15, OCTOBER 22, OCTOBER 29 AND NOVEMBER 5

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.B.1.

Meeting Date: November 12, 2024

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 31 +/- acres from City of Leesburg Industrial to City of Leesburg General Commercial, for a property generally located south of County Road 48, west of U.S. Highway 27, and east of Haywood Worm Farm Road, lying in Section 14, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (SSCP Blount Birchmier)

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 31 +/- acres from City of Leesburg Industrial to City of Leesburg General Commercial.

Analysis:

The project site is approximately 31 acres. The property is generally located south of County Road 48, west of U.S. Highway 27, and east of Haywood Worm Farm Road. Currently, the property is undeveloped. The proposed use is for a mixed-use development consisting of townhouses and other uses, such as restaurant, self-storage, flex space, day care, bar & lounge, veterinary clinic, offices, professional services, boat and rv storage, personal services, and assisted living. The surrounding Future Land Use Map designations of Lake County Urban Medium Density and City General Commercial, Neighborhood Mixed Use, and Institutional are compatible, as conditioned in the PUD zoning, with the proposed future land use designation of City General Commercial. The proposed zoning designation of City PUD (Planned Unit Development) will provide for development that is consistent with the City's adopted Growth Management Plan and would allow an appropriate use for the property.

This property lies within the ISBA (Interlocal Service Boundary Area) agreement. This agreement, which was approved by the City Commission on November 24, 2014, allows property within the ISBA area but outside the current city limits to be annexed and obtain City of Leesburg utility services. The Planning Commission held a public hearing on the application on October 24, 2024, and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the requested small-scale comprehensive plan amendment from City of Leesburg Industrial to City of Leesburg General Commercial; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

There is no direct fiscal impact to the City for this action. Future development of the property will increase this anticipated impact from collection of impact fees, ad valorem taxes and utility charges.

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 31 +/- ACRES FROM CITY OF LEESBURG INDUSTRIAL TO CITY OF LEESBURG GENERAL COMMERCIAL, FOR A PROPERTY GENERALLY LOCATED SOUTH OF COUNTY ROAD 48, WEST OF U.S. HIGHWAY 27, AND EAST OF HAYWOOD WORM FARM ROAD, LYING IN SECTION 14, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (SSCP BLOUNT BIRCHMIER)

WHEREAS, the City Commission has received written objections, recommendations, and comments from the City of Leesburg Planning Commission, acting as the Local Planning Agenda, regarding amendment of the Comprehensive Plan of the City of Leesburg, and has made recommendations to the City Commission for amendment of the Plan; and

WHEREAS, the City Commission of the City of Leesburg has held public hearings on the proposed amendment to the plan, in light of written comments, proposals and objections from the general public;

NOW, THEREFORE,

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

Section 1.

The Growth Management Plan of the City of Leesburg, adopted by the City of Leesburg on December 10, 2012, pursuant to the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes, after public hearings by the City of Leesburg Planning Commission, is hereby amended in the following manner;

The Future Land Use Map is amended by changing the designation of approximately 31 acres of land generally located south of CR 48, west of US Highway 27, and east of Haywood Worm Farm Rd from City of Leesburg Industrial to City of Leesburg General Commercial, as shown on the revised map of said area, lying in Section 14, Township 20 South, Range 24 East, Lake County Florida;

Section 2.

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

Section 3.

This ordinance shall become effective upon its passage and adoption, according to law.

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

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

LEGAL DESCRIPTION

Parcel A:

From the NE Corner of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 14, Township 20 South, Range 24 East, Lake County, Florida, Run Thence South 00°07'50" East along the East line of said NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ also being the East of Lot 20, Roadside Subdivision, as Recorded in Plat Book 9, Page 62, of the Public Records of Lake County, Florida, a distance of 578.80 feet to the P.O.B. of the Description, from said P.O.B. Run thence South 89°31'30" West 221.19 feet, thence South 00°09'50" East 694.55 feet to the Northerly R/W of A.C.L. Railroad, thence Easterly along and with said R/W 221.40 feet, more or less, to a Point that is South 00°07'50" East of the P.O.B., Run thence North 00°07'50" West 766.75 feet, more or less, to the P.O.B.

Parcel B:

Begin 578.8 feet South and 221.19 feet West of the Northeast Corner of Lot 20, in Section 14, Township 20 South, Range 24 East, Roadside Subdivision, according to the Plat thereof recorded in Plat Book 9, Page 62, Public Records of Lake County, Florida, Run West 289.04 feet, South 241.34 feet, South 43°52'10" West 265.14 feet, West 287.91 feet, South to the Railroad, East 759.89 feet, North to the Point of Beginning. Together with that certain 15 feet easement in Lot 20, Roadside Subdivision, for access to the above described property from Highway 48 as contained in the certain warranty deed recorded in Official Records Book 229, Page 225, Public Records of Lake County, Florida.

Parcel C:

The Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 14, Township 20 South, Range 24 East, Lake County, Florida, Less the Right of Way for Highway 48 on the North.

Parcel D:

The Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 14, Township 20 South, Range 24 East, Lake County, Florida.

**CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY**

DATE: September 13, 2024
OWNER: Blount Birchmier Leesburg LLC
PETITIONER: Blount Birchmier Leesburg LLC
PROJECT: Blount Birchmier Leesburg LLC
REQUEST: Small Scale Comprehensive Plan to Commercial and Rezoning to PUD (Planned Unit Development)
CASE NO.: SSCP-24-221, PUD-24-222

GENERAL LOCATION: South of CR 48, west of US Highway 27, and east of Haywood Worm Farm Rd

FUTURE LAND USE DESIGNATION: City Industrial

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Lake County Urban Medium Density, City General Commercial
South – City Neighborhood Mixed Use, Institutional
East – City General Commercial, Industrial
West – Lake County Urban Medium Density

PROPOSED FUTURE LAND USE DESIGNATION: City General Commercial

EXISTING ZONING DESIGNATION: City CIP (Commercial/Industrial Planned)

SURROUNDING ZONING DESIGNATIONS:

North – Lake County A (Agriculture), R-7 (Mixed Residential District), C-3 (Highway Commercial)
South – City M-1 (Industrial), R-2 (Medium Density Residential), P (Public)
East – City M-1 (Industrial), C-3 (Highway Commercial)
West – Lake County A (Agriculture), R-1 (Rural Residential)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

EXISTING LAND USE: Undeveloped

SURROUNDING LAND USE:

North – Pasture, Vacant Residential, Undeveloped, Manufactured Home
South – Lake County Eagles Aerie Club, Arlington Ridge
East – Vacant Commercial, Vacant Gov't County, Self-Storage
West – Single-Family, Vacant Residential, Manufactured Home

PROPOSED LAND USE: Mixed-Use Development

**CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY**

DATE: October 24, 2024
OWNER: Blount Birchmier Leesburg LLC
PETITIONER: Blount Birchmier Leesburg LLC
PROJECT: Blount Birchmier Leesburg LLC
REQUEST: Small Scale Comprehensive Plan to Commercial and Rezoning to PUD (Planned Unit Development)
CASE NO.: SSCP-24-221, PUD-24-222

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 8/16/24

FIRE

“No Comments from Leesburg Fire Department.” Caption Amanda Stevenson 7/29/24

ELECTRIC

“This project is not in Leesburg Electric Service Territory. Leesburg Electric has no objections.” Steve Davis 7/29/24

GAS

“No Comment.” Wayne Williams 8/5/24

GIS

No comments received as of 8/16/24

BUILDING

No comments received as of 8/16/24

PUBLIC WORKS

“Public Works has no issues with this.” Cliff Kelsey 7/29/24

ADDRESSING

No comments received as of 8/16/24

ECONOMIC DEVELOPMENT

No comments received as of 8/16/24

LAKE COUNTY PUBLIC WORKS

No comments received as of 8/16/24

LAKE COUNTY SCHOOLS

No comments received as of 8/16/24

PUBLIC RESPONSES

Approval

No comments received as of 8/16/24

Disapproval

No comments received as of 8/16/24



CITY OF LEESBURG PLANNING & ZONING DIVISION RECOMMENDATIONS

DATE: October 24, 2024
OWNER: Blount Birchmier Leesburg LLC
PETITIONER: Blount Birchmier Leesburg LLC
PROJECT: Blount Birchmier Leesburg LLC
REQUEST: Small Scale Comprehensive Plan to General Commercial
CASE NO.: SSCP-24-221

THE PLANNING & ZONING DIVISION 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 Small Scale Comprehensive Plan (SSCP) amendment is compatible with the adjacent future land use designations of Lake County Urban Medium Density and City of Leesburg Industrial, General Commercial, Neighborhood Mixed Use, and Institutional.
3. The proposed zoning classification of PUD (Planned Unit Development) is compatible, as conditioned, with the current surrounding zoning districts of Lake County R-1 (Rural Residential), R-6 (Urban Residential District), A (Agriculture), and City of Leesburg C-3 (Highway Commercial), M-1 (Industrial), PUD (Planned Unit Development) and P (Public).
4. The proposed future land use designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

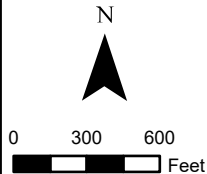
Action Requested:

1. Vote to approve staff's recommendation to change the future land use of the subject property from City of Leesburg Industrial to City of Leesburg General Commercial and forward this recommendation to the City Commission for consideration.

Extended Aerial

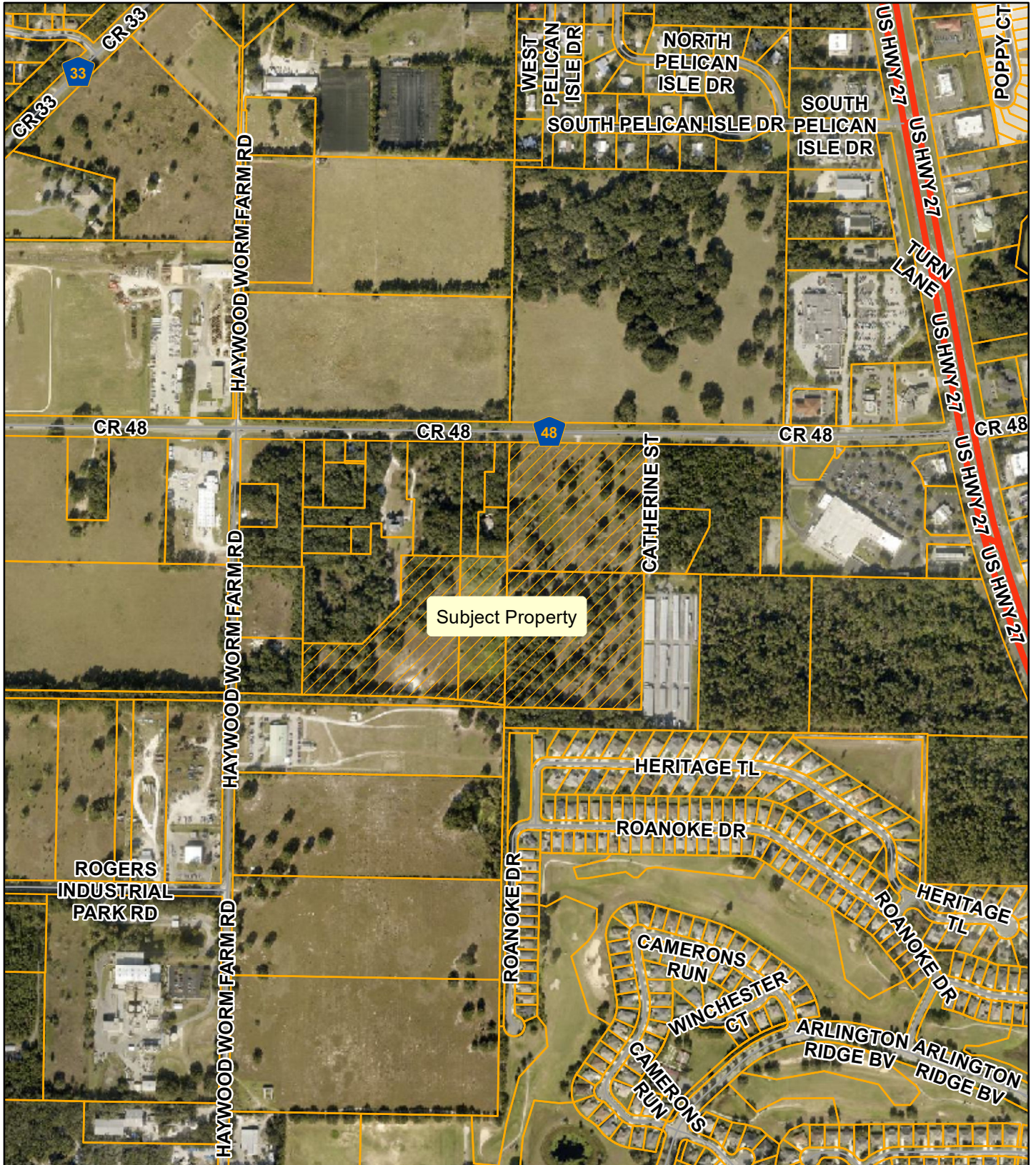


**Planning
& Zoning
Division**



Blount Birchmier Leesburg, LLC
AK#s 2766352, 1035309, 1048842, 1373107
Section 14, Township 20, Range 24 East
September 11, 2024

Aerial



Subject Property



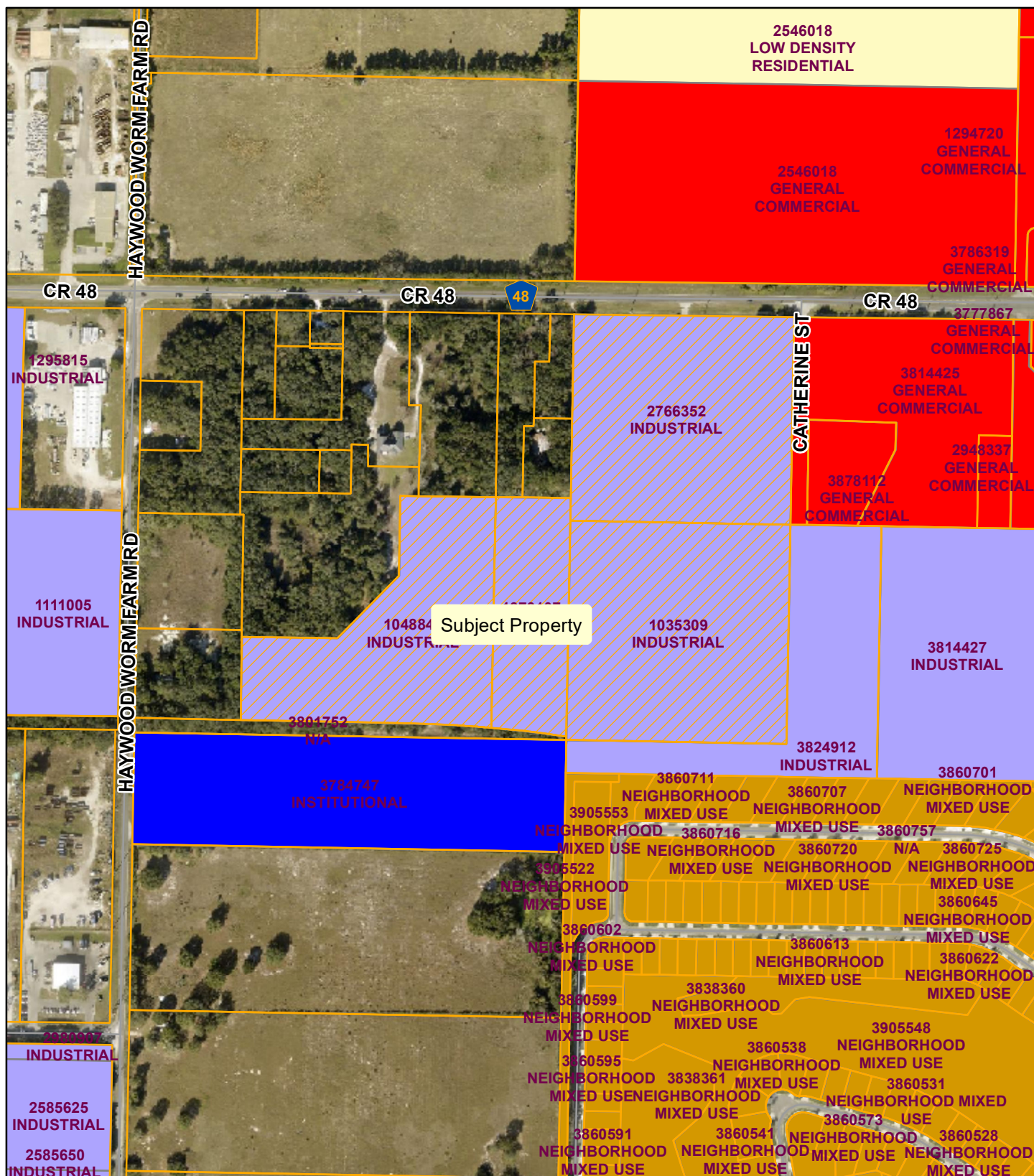
**Planning
& Zoning
Division**



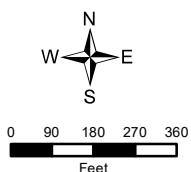
0 150 300 450 600
Feet

Blount Birchmier Leesburg, LLC
AK#s 2766352, 1035309, 1048842, 1373107
Section 14, Township 20, Range 24 East
July 22, 2024

Future Land Use

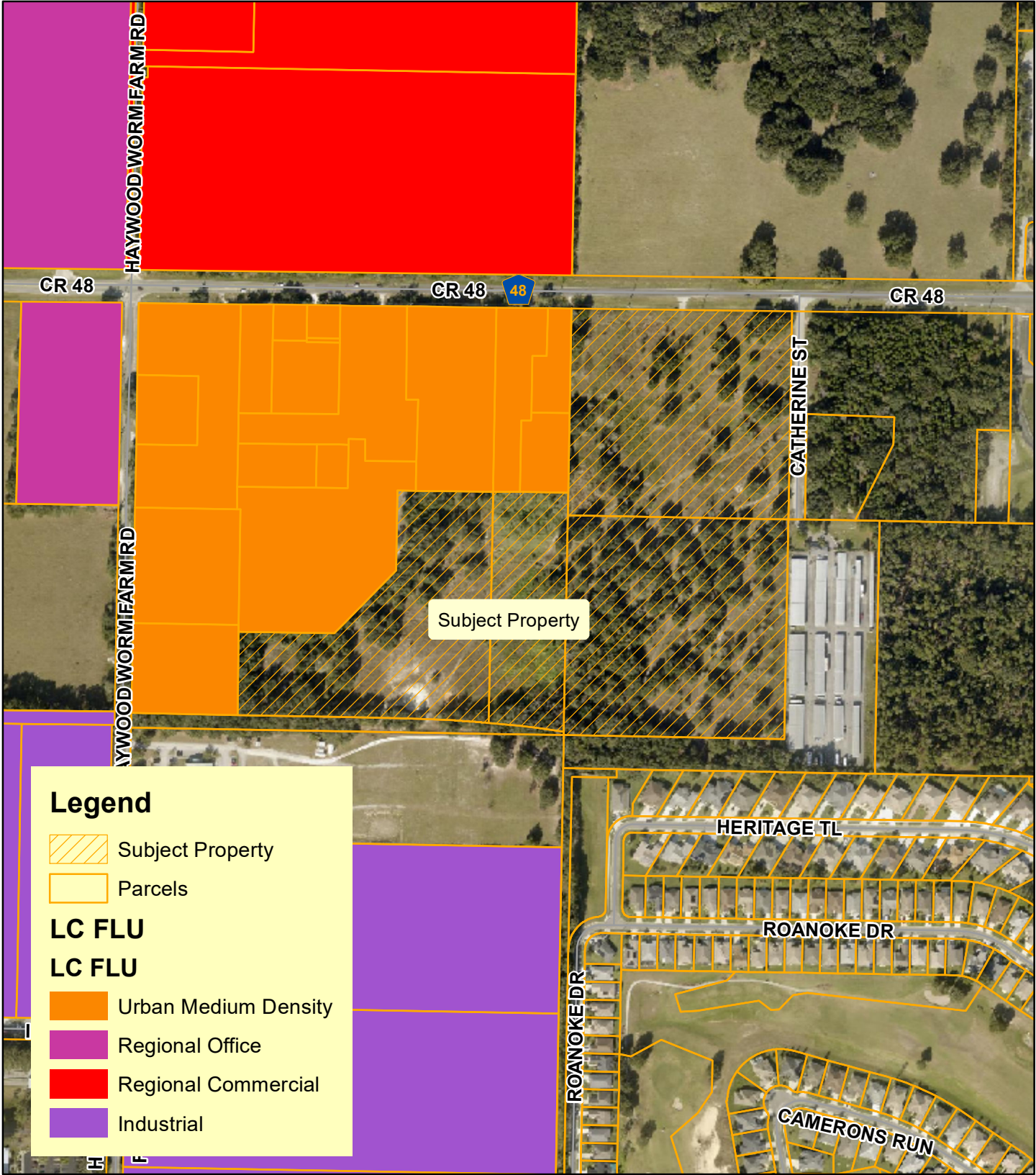


Planning & Zoning Division

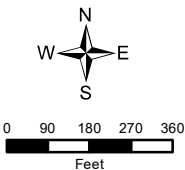


Blount Birchmier Leesburg, LLC
AK#s 2766352, 1035309, 1048842, 1373107
Section 14, Township 20, Range 24 East
July 22, 2024

Lake County Future Land Use

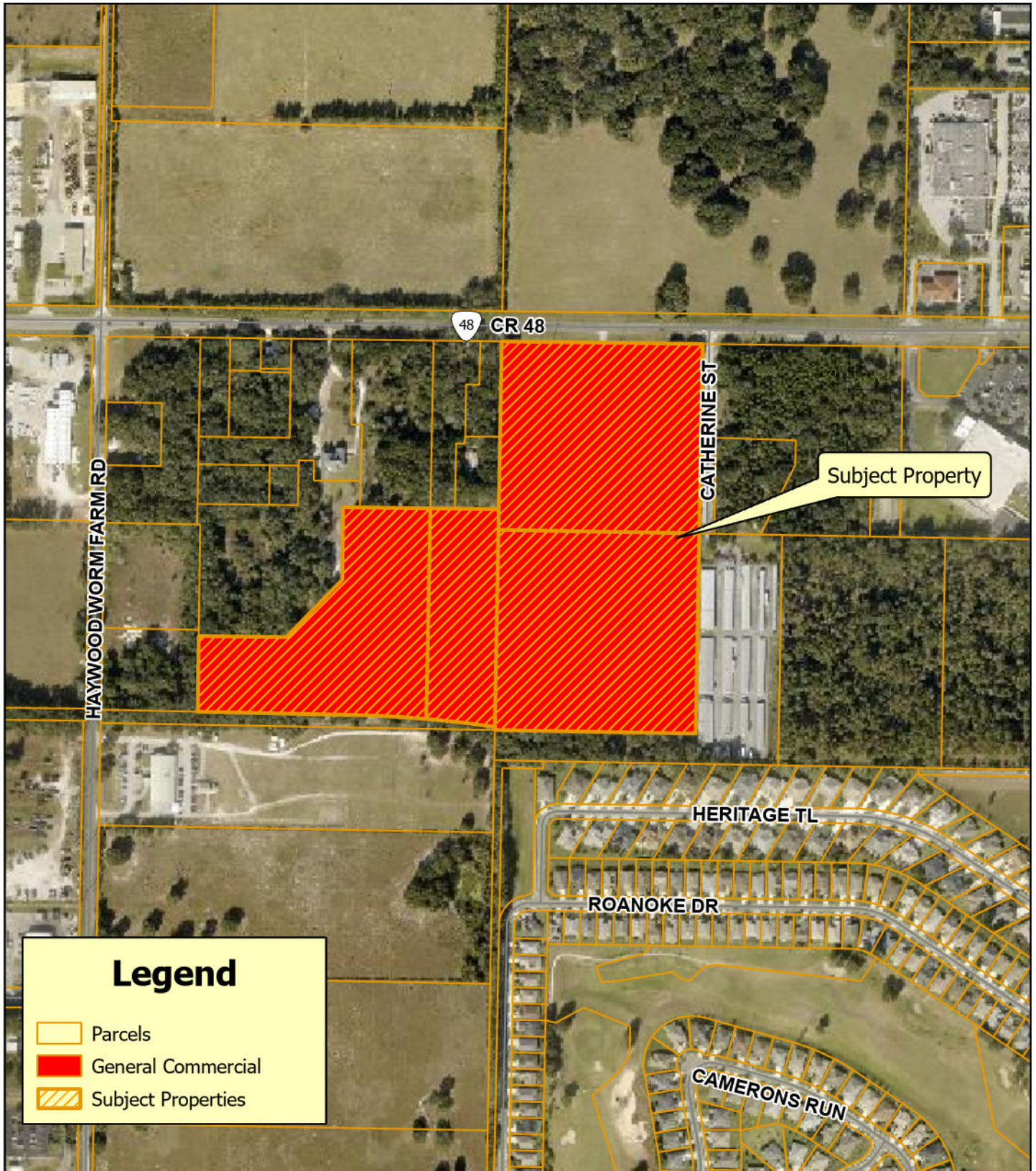


**Planning
& Zoning
Division**

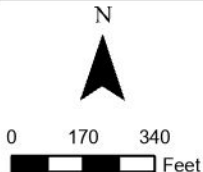


Blount Birchmier Leesburg, LLC
AK#s 2766352, 1035309, 1048842, 1373107
Section 14, Township 20, Range 24 East
July 22, 2024

Proposed Future Land Use



**Planning
& Zoning
Division**

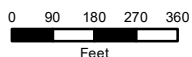


Blount Birchmier Leesburg, LLC
AK#s 2766352, 1035309, 1048842, 1373107
Section 14, Township 20, Range 24 East
October 24, 2024

Surrounding Land Use



**Planning
& Zoning
Division**

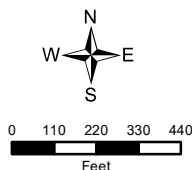


Blount Birchmier Leesburg, LLC
 AK#s 2766352, 1035309, 1048842, 1373107
 Section 14, Township 20, Range 24 East
 July 22, 2024

Wetland & Flood Zones



**Planning
& Zoning
Division**

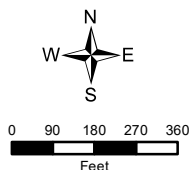


Blount Birchmier Leesburg, LLC
AK#s 2766352, 1035309, 1048842, 1373107
Section 14, Township 20, Range 24 East
July 22, 2024

Community Redevelopment Area



**Planning
& Zoning
Division**

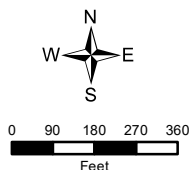


Blount Birchmier Leesburg, LLC
 AK#s 2766352, 1035309, 1048842, 1373107
 Section 14, Township 20, Range 24 East
 July 22, 2024

Commission District



**Planning
& Zoning
Division**



Blount Birchmier Leesburg, LLC
AK#s 2766352, 1035309, 1048842, 1373107
Section 14, Township 20, Range 24 East
July 22, 2024

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.2.

Meeting Date: November 12, 2024

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 31 +/- acres from City of Leesburg CIP (Commercial/Industrial Planned) to City of Leesburg PUD (Planned Unit Development) to allow for a mixed-use development for a property generally located south of County Road 48, west of U.S. Highway 27, and east of Haywood Worm Farm Road, lying in Section 14, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (PUD Blount Birchmier)

Staff Recommendation:

Planning and Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from City of Leesburg CIP (Commercial/Industrial Planned) to City of Leesburg PUD (Planned Unit Development) to allow for a mixed-use development.

Analysis:

The project site is approximately 31 +/- acres, and is generally located south of County Road 48, west of U.S. Highway 27, and east of Haywood Worm Farm Road as shown on the attached maps. At this time, the property is undeveloped. The proposal will allow for a mixed-use development consisting of townhouses and other uses, such as restaurant, self-storage, flex space, day care, bar & lounge, veterinary clinic, offices, professional services, boat and rv storage, personal services, and assisted living. The existing land uses surrounding the property are pasture, vacant residential, undeveloped, manufactured home, residential development, vacant commercial, vacant government county, and self-storage. City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on October 24, 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 of this site will create a positive fiscal impact on the City of Leesburg, in the form of impact and utility fees, plus ad valorem taxes.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 31 +/- ACRES FROM CITY OF LEESBURG CIP (COMMERCIAL/INDUSTRIAL PLANNED) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW FOR A MIXED-USE DEVELOPMENT FOR A PROPERTY GENERALLY LOCATED SOUTH OF COUNTY ROAD 48, WEST OF U.S. HIGHWAY 27, AND EAST OF HAYWOOD WORM FARM ROAD, LYING IN SECTION 14, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (PUD BLOUNT BIRCHMIER)

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

Section 1.

Based upon the petition of Michael Rankin (Agent) for Blount Birchmier Leesburg, LLC, of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from City of Leesburg CIP (Commercial/Industrial Planned) to City of Leesburg PUD (Planned Unit Development), to-wit:

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

Section 2.

This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the _____ day of _____ 2024.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

LEGAL DESCRIPTION

Parcel A:

From the NE Corner of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 14, Township 20 South, Range 24 East, Lake County, Florida, Run Thence South $00^{\circ}07'50''$ East along the East line of said NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ also being the East of Lot 20, Roadside Subdivision, as Recorded in Plat Book 9, Page 62, of the Public Records of Lake County, Florida, a distance of 578.80 feet to the P.O.B. of the Description, from said P.O.B. Run thence South $89^{\circ}31'30''$ West 221.19 feet, thence South $00^{\circ}09'50''$ East 694.55 feet to the Northerly R/W of A.C.L. Railroad, thence Easterly along and with said R/W 221.40 feet, more or less, to a Point that is South $00^{\circ}07'50''$ East of the P.O.B., Run thence North $00^{\circ}07'50''$ West 766.75 feet, more or less, to the P.O.B.

Parcel B:

Begin 578.8 feet South and 221.19 feet West of the Northeast Corner of Lot 20, in Section 14, Township 20 South, Range 24 East, Roadside Subdivision, according to the Plat thereof recorded in Plat Book 9, Page 62, Public Records of Lake County, Florida, Run West 289.04 feet, South 241.34 feet, South $43^{\circ}52'10''$ West 265.14 feet, West 287.91 feet, South to the Railroad, East 759.89 feet, North to the Point of Beginning. Together with that certain 15 feet easement in Lot 20, Roadside Subdivision, for access to the above described property from Highway 48 as contained in the certain warranty deed recorded in Official Records Book 229, Page 225, Public Records of Lake County, Florida.

Parcel C:

The Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 14, Township 20 South, Range 24 East, Lake County, Florida, Less the Right of Way for Highway 48 on the North.

Parcel D:

The Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 14, Township 20 South, Range 24 East, Lake County, Florida.

**THE PARC AT 48 (BLOUNT BIRCHMIER)
PUD (PLANNED UNIT DEVELOPMENT) AGREEMENT
City of Leesburg, Florida
October 24, 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 **Richard W. Blount, Manager, Blount Birchmier Leesburg, LLC, 842 Pinckney Lane, The Villages, FL 32162 and Stephen Harris of Brite Homes, 6751 Forum Drive, Suite 210, Orlando, FL, 32821, collectively as “Permittee” (Michael Rankin, LPG Urban and Regional Planners, 1162 Camp Ave, Mount Dora, FL 32757, Agent)**, for the purposes described herein, and subject to the terms and conditions as set forth in this document, pursuant to authority contained in Chapter 25 “Zoning”, Section 25-278 “Planned Unit Development” of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND

The "Permittee" is requesting a Planned Unit Development (PUD) zoning district to allow future construction of a proposed platted residential development consisting of a maximum of 250 attached single-family residential units and a maximum of 24,000 square foot commercial component adjacent to CR 48, on approximately 31.48 +/- acres, generally located south of CR 48, west of US Highway 27, and east of Haywood Worm Farm Rd, 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 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. In the event of any conflict between the conditions of this document and the City of Leesburg Code of Ordinances, this document shall prevail as the determining requirement.

1. **PERMISSION** is hereby granted to **Richard W. Blount, Manager, Blount Birchmier Leesburg, LLC, 842 Pinckney Lane, The Villages, FL 32162 and Stephen Harris of Brite Homes, 6751 Forum Drive, Suite 210, Orlando, FL, 32821, collectively as “Permittee” (Michael Rankin, LPG Urban and Regional Planners, 1162 Camp Ave, Mount Dora, FL 32757, Agent)**, to construct, operate, and maintain a Planned Unit Development in and on real property in the City of Leesburg, in accordance with the requirements set forth herein. The property is more particularly described below.

2. **LEGAL DESCRIPTION**

See attached **Exhibit B, Legal Description.**

3. **LAND USE**

The above-described property, containing approximately 31.48 acres, shall be used for platted single-family attached residential development, with a commercial component sited adjacent CR48 having a maximum of 24, 000 square feet of commercial development, pursuant to City of Leesburg development codes and standards.

A. Permitted Residential Uses

- 1) Attached single-family residential units (townhomes; front or rear loaded).
- 2) Detached single-family residential units, provided the lots are a minimum of 50-foot wide and meet all minimum development standards of the R-2 (Medium Density Residential) zoning district.

B. Permitted Commercial Uses

- 1) Medical
- 2) Retail
- 3) Restaurants
- 4) Multi/Single-story Self Storage
- 5) Daycare or Elderly Daycare
- 6) Bar & Lounge
- 7) Veterinary
- 8) Office Space/Professional Services
- 9) Insurance
- 10) Boat & RV Storage
- 11) Personal Services/Salon Suites
- 12) Assisted Living
- 13) Flex Space

C. Location of all permitted uses shall be substantially with the conceptual site plan shown in Exhibit C

D. Prohibited Uses

- 1) Duplex/Triplex uses.
- 2) Multi-family units (apartments).
- 3) All other uses not specifically permitted within these conditions under Permitted Uses above shall be prohibited.

E. Accessory Uses

- 1) Accessory structures
- 2) Recreational Uses (Clubhouse/Trails/Dog Park/Swimming pool/Volleyball Court, etc.)
- 3) Accessory retail within a recreation center or clubhouse, intended for the primary use of residents, such as a snack bar.
- 4) Temporary modular sales center office (during construction and sales of new units) and construction offices, not to exceed two years from the approval of the final plat of the final phase for the subdivision. Model townhomes may be used as sales centers during the duration of the project.

4. **DEVELOPMENT STANDARDS**

- A. The project shall contain a maximum of 250 single-family residential units, at a gross density not to exceed 7.95 units per acre on the approximately 31.48-acre site, as shown on **Exhibit C, Conceptual Site Plan**.
- B. Attached single-family lot width sizes shall include 20-foot interior lots, and minimum 22-foot exterior lots (townhome lots).
- C. Detached single-family residential lots shall be minimum of 50-foot wide, and meet all minimum development standards of the R-2 (Medium Density Residential) zoning district, per City of Leesburg Code of Ordinances, Chapter 25, Section 25-280, Table 4-2.
- D. The maximum impervious surface for the project shall be 65%. Community and private swimming pools shall not count toward the impervious surface calculation.
- E. The minimum lot development standards for attached single-family units (townhome lots) shall be:
 - 1. For 20-foot minimum townhome lots (Front- or rear-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, including closet.
 - 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 – minimum 22 feet
 - f. Minimum depth 100 feet
 - g. Minimum building setbacks:
 - Front – 25 feet;
 - Rear – 20 feet;
 - Side (between buildings) – 15 feet;
 - Side (street) – 15 feet.
 - 2. For all structures:
 - a. Each dwelling unit shall have a minimum two off-street parking spaces.
 - b. 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.
 - c. As part of the site plan approval process, city staff shall review final site design standards in accordance with the approved PUD (Planned Unit Development) zoning conditions set forth herein.

5. **DESIGN/ARCHITECTURAL STANDARDS**

- A. All buildings shall utilize at least five (5) of the following design features to provide visual relief along all elevations of the 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 conceptual 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.

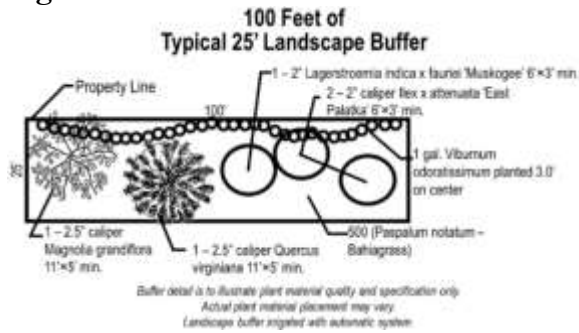
6. OPEN SPACE, LANDSCAPING & BUFFER REQUIREMENTS

- A. A minimum of 35% open space shall be provided throughout the development. Open space may consist of buffers, wetlands, retention and recreation areas.
- B. A minimum twenty-five (25) foot buffer tract with plantings as shown in Figure A below, shall be provided along the eastern, western, northern, and southern boundary of the property, unless otherwise provided for within these standards.
- C. Residential unit landscaping requirements:
One (1) understory tree per residential 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.
- D. A six (6) foot high privacy fence shall be provided to the east, west, and south as shown on **Exhibit C, Conceptual Site Plan**. This fence shall be constructed of PVC, or other such synthetic material that allows for an opaque barrier, such as the samples shown in **Figures 1 & 2 on Exhibit F, Acceptable Fence Samples**.
- E. All other landscaping requirements within development:
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. The number trees required under Section 6 C *Residential unit landscaping requirements*, shall not count toward the minimum required 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



- F. 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.
- G. 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 as many specimen, heritage and historic trees as feasible.
 - 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. Any preserved trees outside the perimeter landscape buffer will count toward the minimum requirements in Section 6, Item C.
 - 3) The tree survey shall be completed by a licensed surveyor.

7. **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 CR 48 shall be required to the north of the parcel.
 - 4) 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.

- 5) 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.
 - 6) 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.

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 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 throughout the development. Sidewalks 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 for 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. If no wetlands are discovered to be present within the development at the time of site plan review and subsequent site work/construction, Section 11, Items A-F (above) shall not apply. The remainder of Section 11 (below) shall still apply.
- 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. 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 USEAGE

- 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 (50,000 square feet maximum), or up to 1.14 total acres.
- B. Recreational requirements shall include at least one primary common area, as well as a fenced-in dog park and a children's playground or tot lot.
 - a. The children's playground or tot lot shall not be located adjacent to County Road 48 or an exterior access roadway. A non-opaque, maximum 6-foot high fence around the entirety of children's amenity shall be required if the children's playground or tot lot is adjacent to an interior access roadway. The proposed location of the children's playground/tot lot as shown on **Conceptual Site Plan, Exhibit C** shall not require a fence as described above.
 - b. The primary recreational facility shall be constructed in conjunction with and completed no later than the completion of the first 5 attached single-family residential units.
- 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**. Wet retention areas shall have a fountain or spray feature to enhance aesthetics and keep the retained water from stagnating.
 - a. Any trails within the development, including within the 25' exterior buffer as shown on **Exhibit C, Conceptual Site Plan**, shall be constructed to comply with ADA standards where required by law. Trails that are not required to meet ADA standards, such as natural or passive trails, shall be constructed to the extent feasible to ensure safety and accessibility, but full ADA compliance is not mandatory unless otherwise specified by Federal Regulations.
- 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 homeowner's association shall serve as an appropriate entity for all common properties within the development.

15. DEVELOPMENT PHASING & IMPLEMENTATION

- A. The proposed project may be constructed in phases in accordance with the Planned Unit Development Conditions and Conceptual Plan. Changes to the development conditions or conceptual plan, other than those conditions described in 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 could 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

Parcel A:

From the NE Corner of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 14, Township 20 South, Range 24 East, Lake County, Florida, Run Thence South 00°07'50" East along the East line of said NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ also being the East of Lot 20, Roadside Subdivision, as Recorded in Plat Book 9, Page 62, of the Public Records of Lake County, Florida, a distance of 578.80 feet to the P.O.B. of the Description, from said P.O.B. Run thence South 89°31'30" West 221.19 feet, thence South 00°09'50" East 694.55 feet to the Northerly R/W of A.C.L. Railroad, thence Easterly along and with said R/W 221.40 feet, more or less, to a Point that is South 00°07'50" East of the P.O.B., Run thence North 00°07'50" West 766.75 feet, more or less, to the P.O.B.

Parcel B:

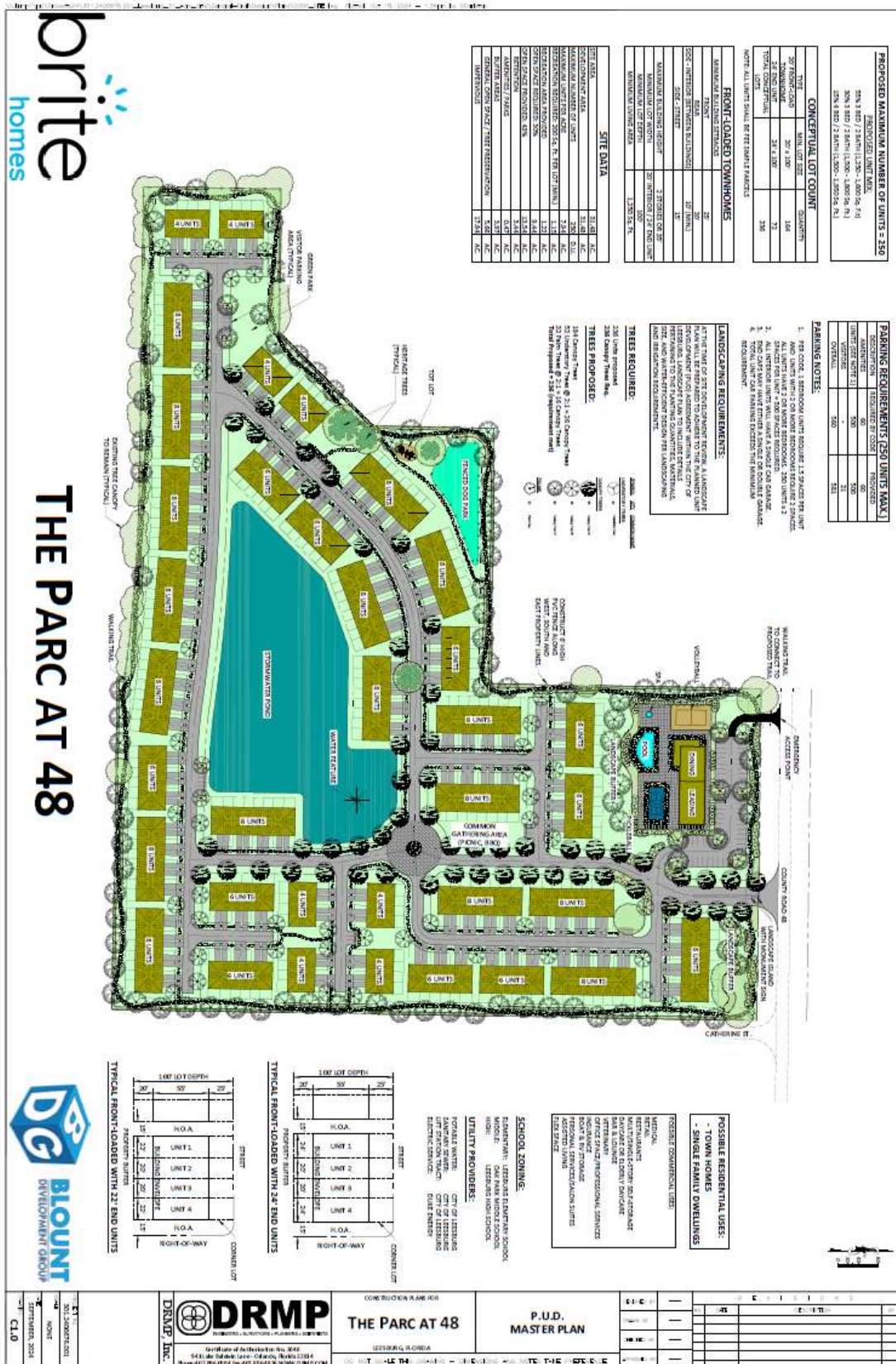
Begin 578.8 feet South and 221.19 feet West of the Northeast Corner of Lot 20, in Section 14, Township 20 South, Range 24 East, Roadside Subdivision, according to the Plat thereof recorded in Plat Book 9, Page 62, Public Records of Lake County, Florida, Run West 289.04 feet, South 241.34 feet, South 43°52'10" West 265.14 feet, West 287.91 feet, South to the Railroad, East 759.89 feet, North to the Point of Beginning. Together with that certain 15 feet easement in Lot 20, Roadside Subdivision, for access to the above described property from Highway 48 as contained in the certain warranty deed recorded in Official Records Book 229, Page 225, Public Records of Lake County, Florida.

Parcel C:

The Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 14, Township 20 South, Range 24 East, Lake County, Florida, Less the Right of Way for Highway 48 on the North.

Parcel D:

The Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 14, Township 20 South, Range 24 East, Lake County, Florida.



4-PLEX, 6-PLEX, 8-PLEX AND AMENITY CENTER RENDERINGS

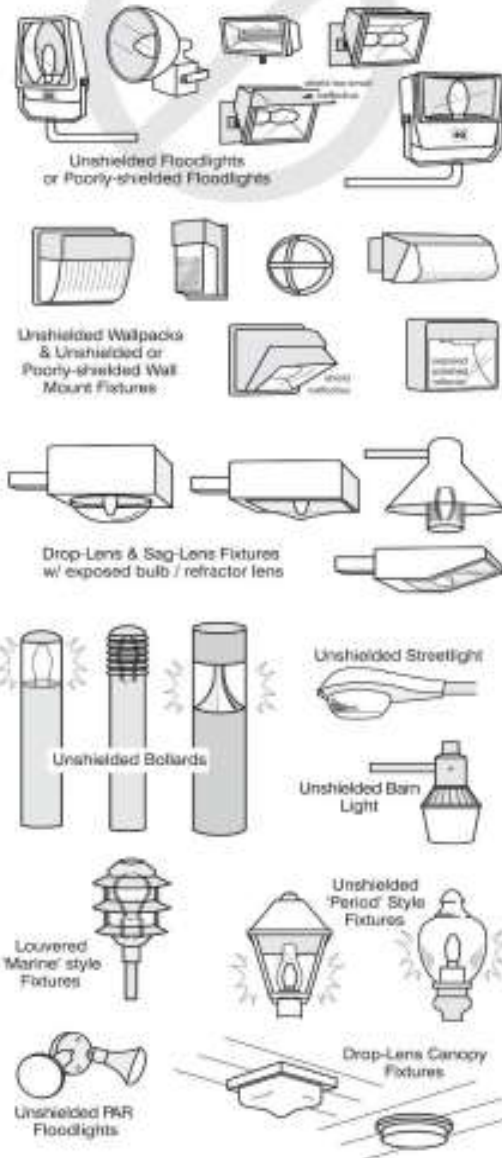


TYPICAL DARK SKY LIGHTING FIXTURES

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 Cheliv© 2005. Reprinted for the Town of Southampton, NY. Used with permission.

EXHIBIT F

ACCEPTABLE FENCE SAMPLES



Figure 1 – Opaque vinyl fence option

Example Source Courtesy of Bespoke Fence

<https://bespokefence.com/products/vinyl-fences/>



Figure 2 – Opaque vinyl fence option

Example Source Courtesy of Shoreline Vinyl

<https://shorelinevinyl.com/fencing-styles/caroline/>



Figure 3 - 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

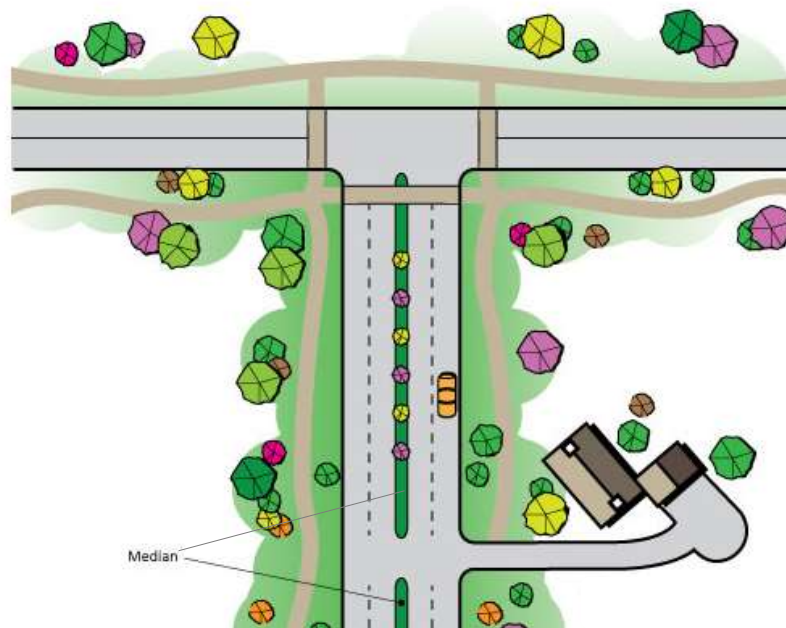


Figure 1 – Divided Boulevard Concept

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-groundkeeping/>



Figure 3 – Planted Divided Boulevard

Example Source Courtesy of Joshua Zeunert via ResearchGate

https://www.researchgate.net/figure/Planted-central-median-swale-used-in-the-Lynbrook-development_fig1_329116840



CITY OF LEESBURG PLANNING & ZONING DIVISION RECOMMENDATIONS

DATE: October 24, 2024
OWNER: Blount Birchmier Leesburg LLC
PETITIONER: Blount Birchmier Leesburg LLC
PROJECT: Blount Birchmier Leesburg LLC
REQUEST: Rezoning to PUD (Planned Unit Development)
CASE NO.: PUD-24-222

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of this request for the following reason(s):

1. The proposed zoning classification of PUD (Planned Unit Development) is compatible, as conditioned, with the current surrounding zoning districts of Lake County R-1 (Rural Residential), R-6 (Urban Residential District), A (Agriculture), and City of Leesburg C-3 (Highway Commercial), M-1 (Industrial), PUD (Planned Unit Development) and P (Public).
2. The proposed Small Scale Comprehensive Plan (SSCP) amendment is compatible with the adjacent future land use designations of Lake County Urban Medium Density and City of Leesburg Industrial, General Commercial, Neighborhood Mixed Use, and Institutional.
3. The proposed request does not appear to create a detriment to surrounding properties, based on the location and proximity to future compatible development.

Action Requested:

1. Vote to **approve** staff's recommendation to rezone the subject property from City of Leesburg CIP (Commercial/Industrial Planned) to City of Leesburg PUD (Planned Unit Development) and forward to the City Commission for consideration.

**CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY**

DATE: September 13, 2024
OWNER: Blount Birchmier Leesburg LLC
PETITIONER: Blount Birchmier Leesburg LLC
PROJECT: Blount Birchmier Leesburg LLC
REQUEST: Small Scale Comprehensive Plan to Commercial and Rezoning to PUD (Planned Unit Development)
CASE NO.: SSCP-24-221, PUD-24-222

GENERAL LOCATION: South of CR 48, west of US Highway 27, and east of Haywood Worm Farm Rd

FUTURE LAND USE DESIGNATION: City Industrial

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Lake County Urban Medium Density, City General Commercial
South – City Neighborhood Mixed Use, Institutional
East – City General Commercial, Industrial
West – Lake County Urban Medium Density

PROPOSED FUTURE LAND USE DESIGNATION: City General Commercial

EXISTING ZONING DESIGNATION: City CIP (Commercial/Industrial Planned)

SURROUNDING ZONING DESIGNATIONS:

North – Lake County A (Agriculture), R-7 (Mixed Residential District), C-3 (Highway Commercial)
South – City M-1 (Industrial), R-2 (Medium Density Residential), P (Public)
East – City M-1 (Industrial), C-3 (Highway Commercial)
West – Lake County A (Agriculture), R-1 (Rural Residential)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

EXISTING LAND USE: Undeveloped

SURROUNDING LAND USE:

North – Pasture, Vacant Residential, Undeveloped, Manufactured Home
South – Lake County Eagles Aerie Club, Arlington Ridge
East – Vacant Commercial, Vacant Gov't County, Self-Storage
West – Single-Family, Vacant Residential, Manufactured Home

PROPOSED LAND USE: Mixed-Use Development

**CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY**

DATE: October 24, 2024
OWNER: Blount Birchmier Leesburg LLC
PETITIONER: Blount Birchmier Leesburg LLC
PROJECT: Blount Birchmier Leesburg LLC
REQUEST: Small Scale Comprehensive Plan to Commercial and Rezoning to PUD (Planned Unit Development)
CASE NO.: SSCP-24-221, PUD-24-222

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 8/16/24

FIRE

“No Comments from Leesburg Fire Department.” Caption Amanda Stevenson 7/29/24

ELECTRIC

“This project is not in Leesburg Electric Service Territory. Leesburg Electric has no objections.” Steve Davis 7/29/24

GAS

“No Comment.” Wayne Williams 8/5/24

GIS

No comments received as of 8/16/24

BUILDING

No comments received as of 8/16/24

PUBLIC WORKS

“Public Works has no issues with this.” Cliff Kelsey 7/29/24

ADDRESSING

No comments received as of 8/16/24

ECONOMIC DEVELOPMENT

No comments received as of 8/16/24

LAKE COUNTY PUBLIC WORKS

No comments received as of 8/16/24

LAKE COUNTY SCHOOLS

No comments received as of 8/16/24

PUBLIC RESPONSES

Approval

No comments received as of 8/16/24

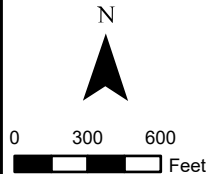
Disapproval

No comments received as of 8/16/24

Extended Aerial

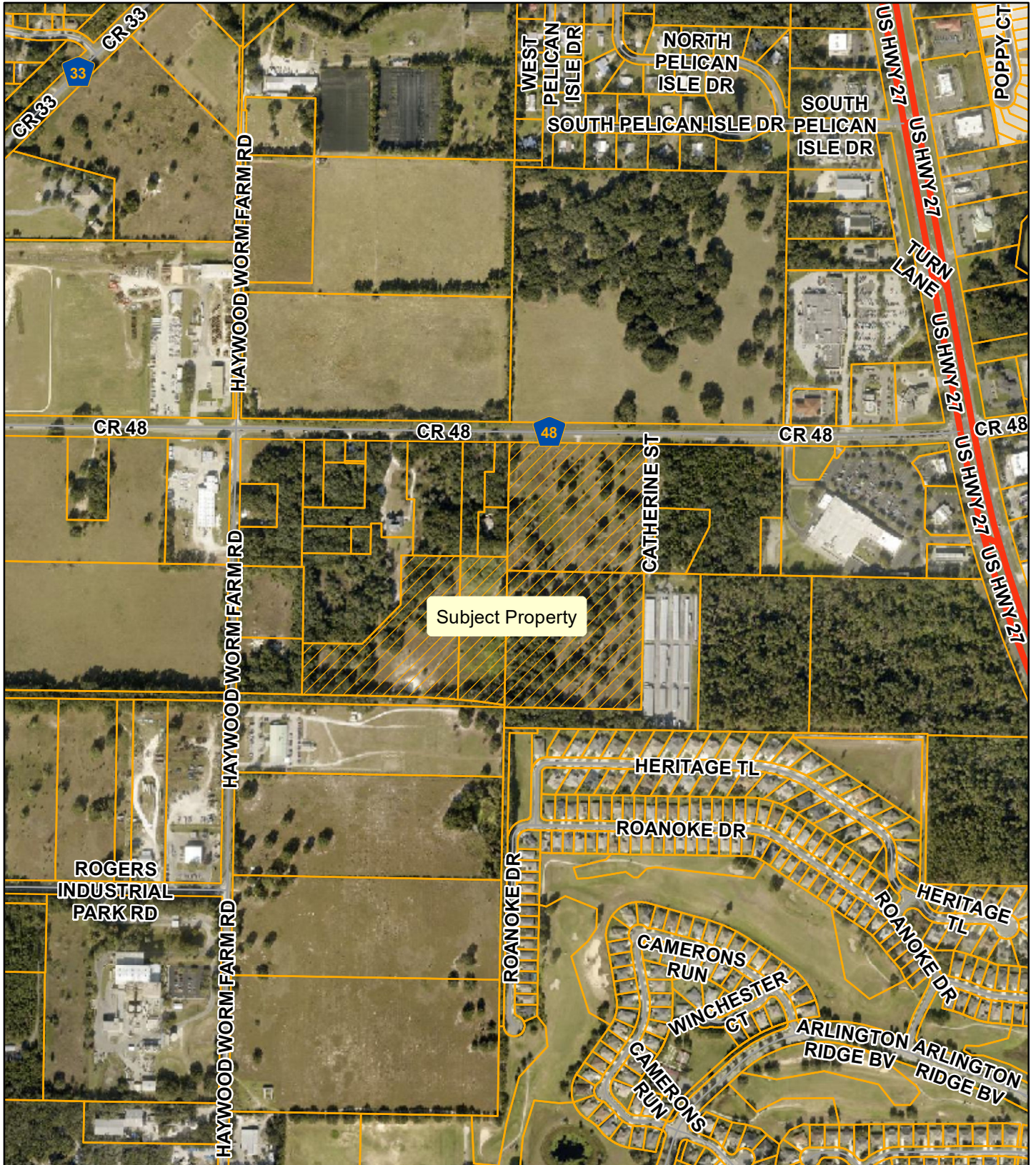


**Planning
& Zoning
Division**



Blount Birchmier Leesburg, LLC
AK#s 2766352, 1035309, 1048842, 1373107
Section 14, Township 20, Range 24 East
September 11, 2024

Aerial



Subject Property



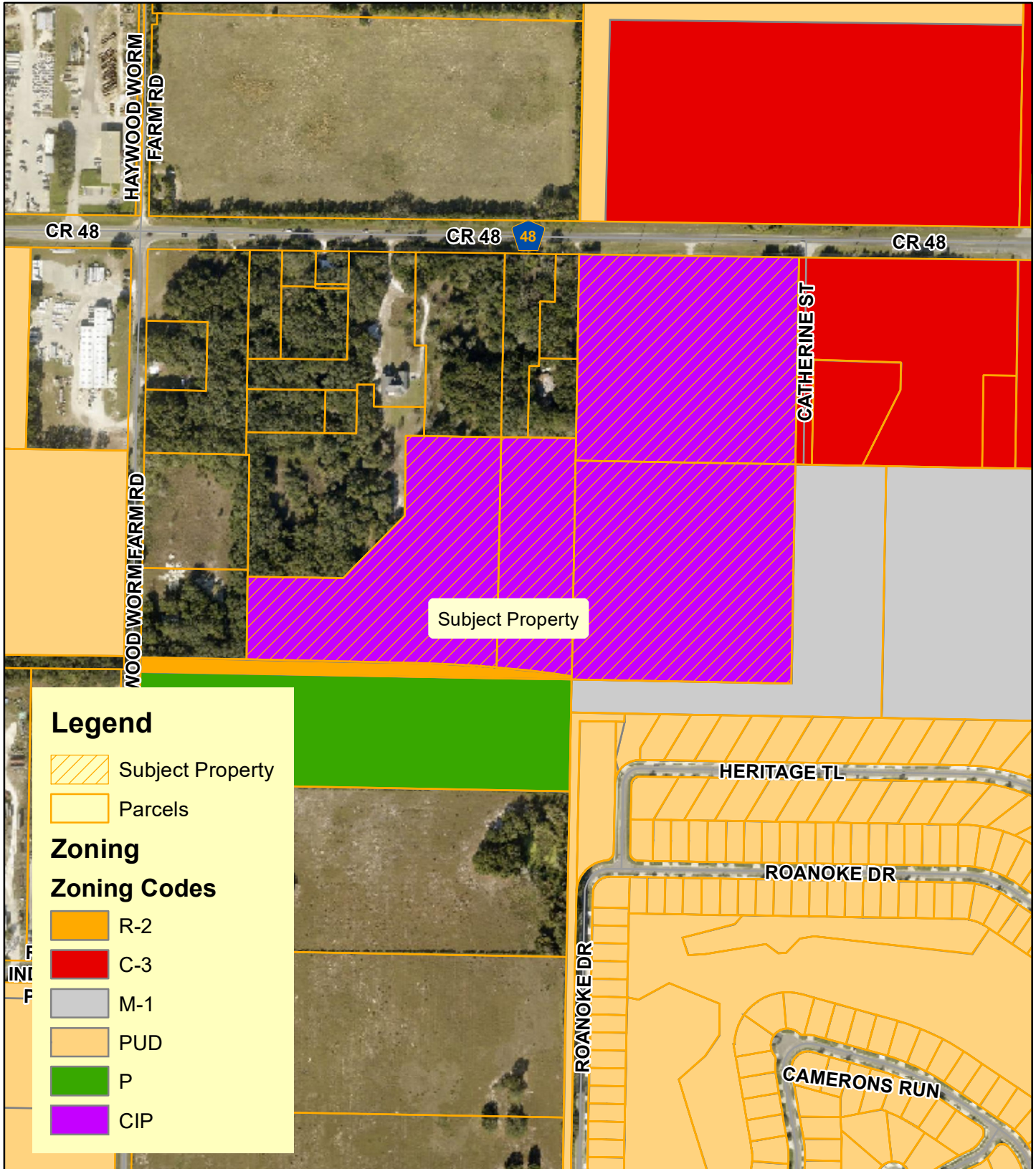
**Planning
& Zoning
Division**



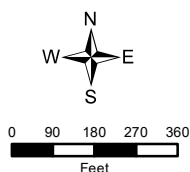
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Feet

Blount Birchmier Leesburg, LLC
AK#s 2766352, 1035309, 1048842, 1373107
Section 14, Township 20, Range 24 East
July 22, 2024

Zoning

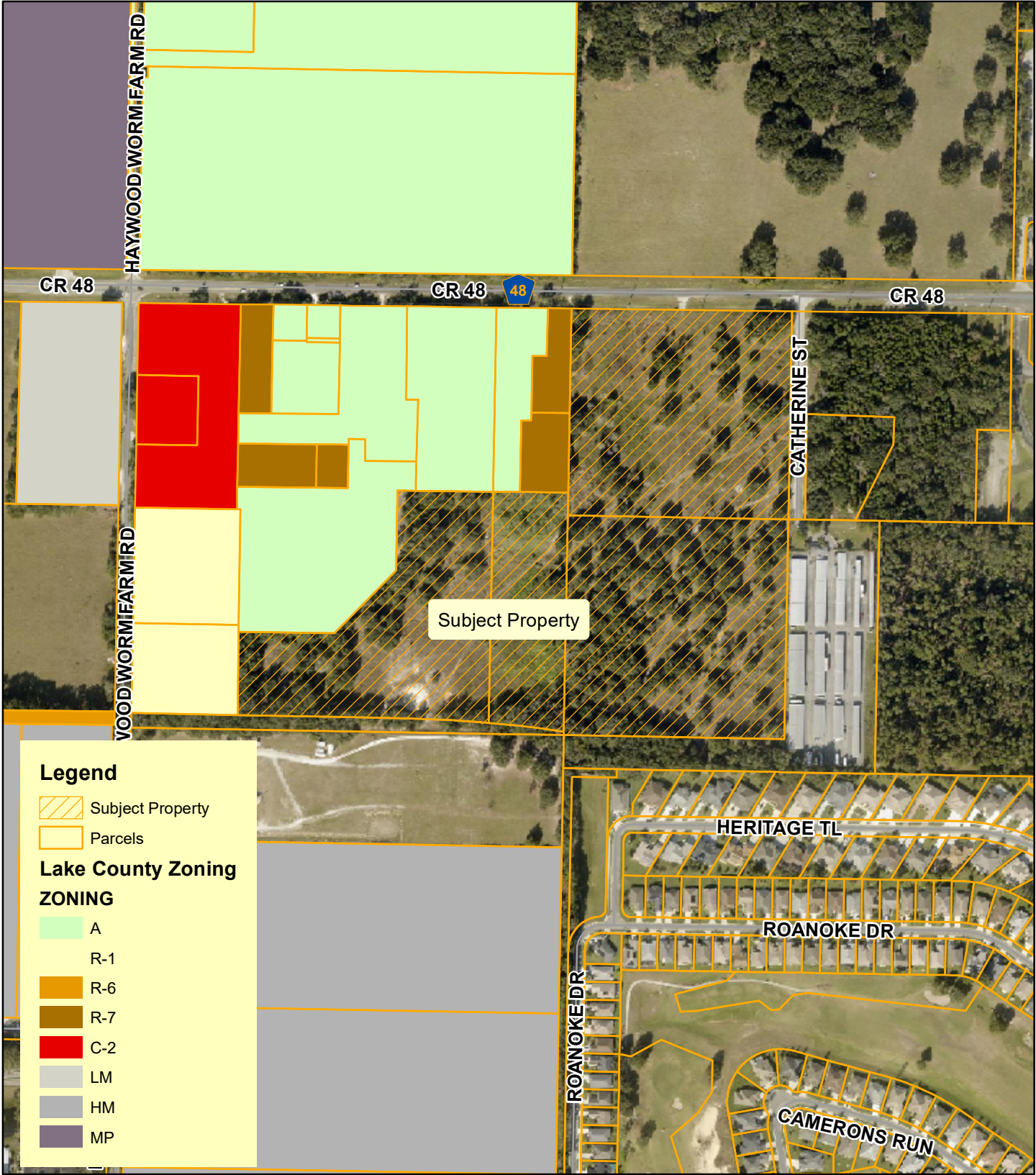


**Planning
& Zoning
Division**

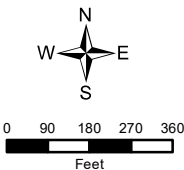


Blount Birchmier Leesburg, LLC
 AK#s 2766352, 1035309, 1048842, 1373107
 Section 14, Township 20, Range 24 East
 July 22, 2024

Lake County Zoning

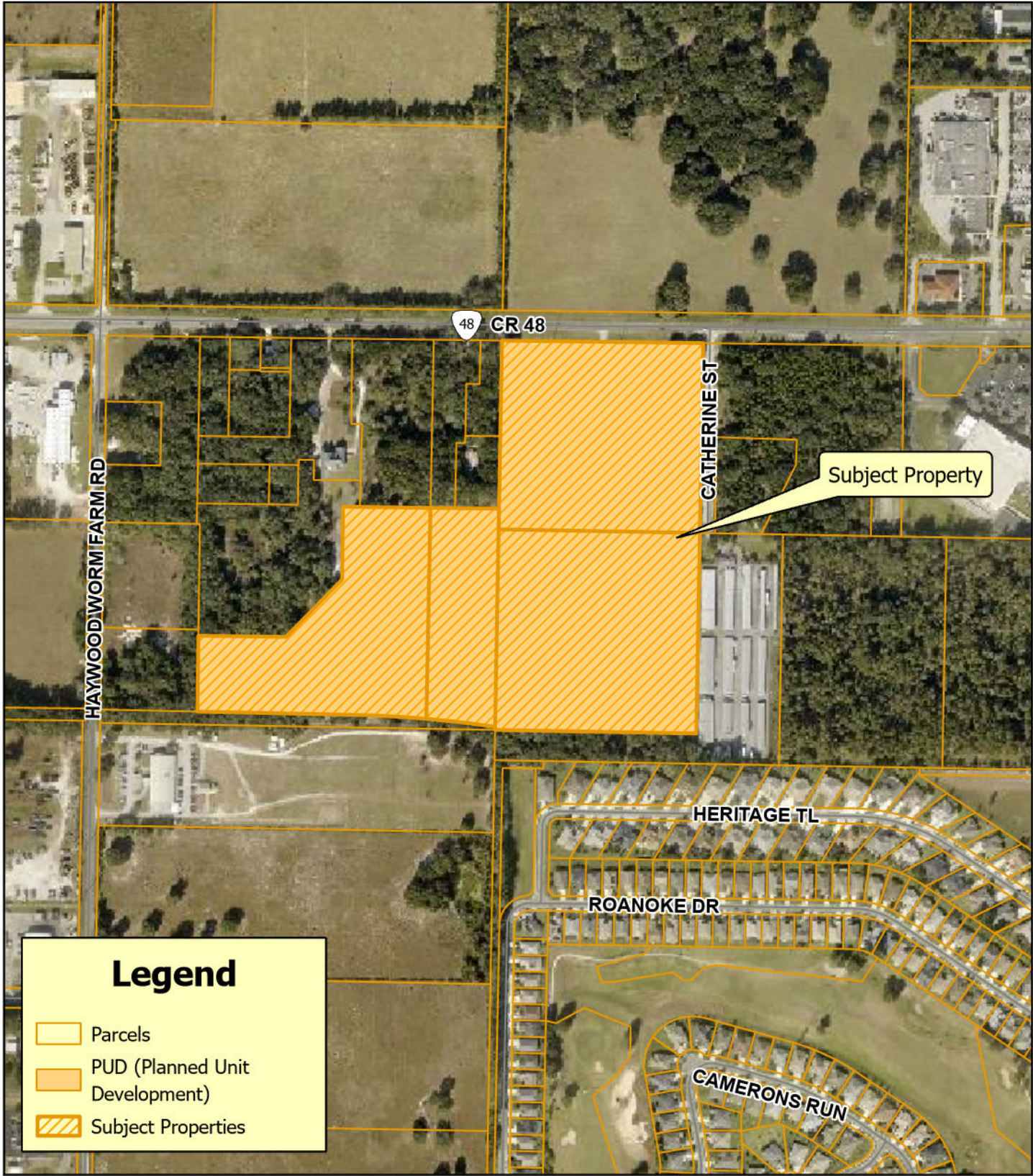


**Planning
& Zoning
Division**

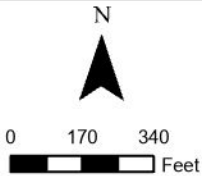


Blount Birchmier Leesburg, LLC
AK#s 2766352, 1035309, 1048842, 1373107
Section 14, Township 20, Range 24 East
July 22, 2024

Proposed Zoning



**Planning
& Zoning
Division**

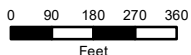


Blount Birchmier Leesburg, LLC
AK#s 2766352, 1035309, 1048842, 1373107
Section 14, Township 20, Range 24 East
October 24, 2024

Surrounding Land Use



**Planning
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Division**

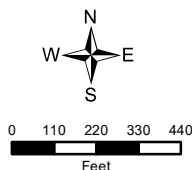


Blount Birchmier Leesburg, LLC
 AK#s 2766352, 1035309, 1048842, 1373107
 Section 14, Township 20, Range 24 East
 July 22, 2024

Wetland & Flood Zones



**Planning
& Zoning
Division**

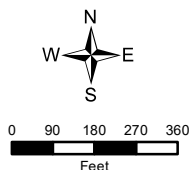


Blount Birchmier Leesburg, LLC
AK#s 2766352, 1035309, 1048842, 1373107
Section 14, Township 20, Range 24 East
July 22, 2024

Community Redevelopment Area



**Planning
& Zoning
Division**

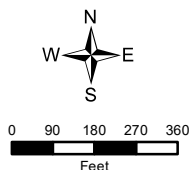


Blount Birchmier Leesburg, LLC
 AK#s 2766352, 1035309, 1048842, 1373107
 Section 14, Township 20, Range 24 East
 July 22, 2024

Commission District



**Planning
& Zoning
Division**



Blount Birchmier Leesburg, LLC
AK#s 2766352, 1035309, 1048842, 1373107
Section 14, Township 20, Range 24 East
July 22, 2024

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.C.1.

Meeting Date: November 12, 2024

From: Al Minner, (City Manager)

Subject: Resolutions of Appreciation

Staff Recommendation:

Staff recommends approval of these resolutions.

Analysis:

Three electric utilities provided mutual aid to Leesburg Electric to assist in the recovery effort from Hurricane Milton, - City of Troy, Alabama, Scottsboro Electric Power Board (Scottsboro, AL), and Keys Energy Services (Key West, FL). These resolutions provide an official thank you to these entities for their help in restoring power to our citizens.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

N/A

RESOLUTION NO. _____

**RESOLUTION OF APPRECIATION FROM THE CITY COMMISSION OF
THE CITY OF LEESBURG, FLORIDA, TO THE CITY OF TROY, ALABAMA,
FOR ASSISTANCE PROVIDED DURING RECOVERY FROM HURRICANE
MILTON; AND PROVIDING AN EFFECTIVE DATE.**

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

WHEREAS, Mutual aid is the heart of the nation's public power utilities – a vital network set up to assist utilities and coordinate with the authorities during major disasters and widespread power outages; and

WHEREAS, Hurricane Milton severely impacted the City of Leesburg electric system, causing 68% of our customers to lose power, necessitating a request for mutual aid from our public utility partners; and

WHEREAS, the City of Troy, Alabama responded to the request to help Leesburg Electric recover from the effects of Hurricane Milton; and

WHEREAS, the City of Troy, Alabama sent eight electric line technicians to the City of Leesburg and with this help Leesburg Electric was able to double its workforce and focus efforts on safely restoring service to the citizens who were impacted by Hurricane Milton.

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

THAT the Mayor and City Commission of Leesburg hereby extend warm and heartfelt thanks to the Mayor and City Council members of Troy, Alabama; and

THAT the Mayor and City Commission of Leesburg hereby extend appreciation to General Manager, Brian Chandler, for understanding the circumstances facing the City of Leesburg; and

THAT the Mayor and City Commission of Leesburg extend our deepest gratitude to each of the employees who left their homes and families to assist our community in its time of need.

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 12th day of November 2024.

Mayor

ATTEST:

City Clerk

RESOLUTION NO. _____

**RESOLUTION OF APPRECIATION FROM THE CITY COMMISSION OF
THE CITY OF LEESBURG, FLORIDA TO THE SCOTTSBORO ELECTRIC
POWER BOARD, SCOTTSBORO, ALABAMA, FOR ASSISTANCE PROVIDED
DURING RECOVERY FROM HURRICANE MILTON; AND PROVIDING AN
EFFECTIVE DATE.**

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

WHEREAS, Mutual aid is the heart of the nation’s public power utilities – a vital network set up to assist utilities and coordinate with the authorities during major disasters and widespread power outages; and

WHEREAS, Hurricane Milton severely impacted the City of Leesburg electric system, causing 68% of our customers to lose power, necessitating a request for mutual aid from our public utility partners; and

WHEREAS, the Scottsboro Electric Power Board responded to the request to help Leesburg Electric recover from the effects of Hurricane Milton; and

WHEREAS, the Scottsboro Electric Power Board sent six electric line technicians to the City of Leesburg and with this help Leesburg Electric was able to double its workforce and focus efforts on safely restoring service to the citizens who were impacted by Hurricane Milton.

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

THAT the Mayor and City Commission of Leesburg hereby extend warm and heartfelt thanks to the Chairperson and Board of Directors of Scottsboro Electric Power Board; and

THAT the Mayor and City Commission of Leesburg hereby extend appreciation to General Manager, Phillip Chaney, for understanding the circumstances facing the City of Leesburg; and

THAT the Mayor and City Commission of Leesburg extend our deepest gratitude to each of the employees who left their homes and families to assist our community in its time of need.

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 12th day of November 2024.

Mayor

ATTEST:

City Clerk

RESOLUTION NO. _____

**RESOLUTION OF APPRECIATION FROM THE CITY COMMISSION OF
THE CITY OF LEESBURG, FLORIDA, TO KEYS ENERGY SERVICES, KEY
WEST, FLORIDA, FOR ASSISTANCE PROVIDED DURING RECOVERY
FROM HURRICANE MILTON; AND PROVIDING AN EFFECTIVE DATE.**

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

WHEREAS, Mutual aid is the heart of the nation’s public power utilities – a vital network set up to assist utilities and coordinate with the authorities during major disasters and widespread power outages; and

WHEREAS, Hurricane Milton severely impacted the City of Leesburg electric system, causing 68% of our customers to lose power, necessitating a request for mutual aid from our public utility partners; and

WHEREAS, Keys Energy Services responded to the request to help Leesburg Electric recover from the effects of Hurricane Milton; and

WHEREAS, Keys Energy Services sent six electric line technicians and two tree trimmers to the City of Leesburg and with this help Leesburg Electric was able to double its workforce and focus efforts on safely restoring service to the citizens who were impacted by Hurricane Milton.

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

THAT the Mayor and City Commission of Leesburg hereby extend a warm and heartfelt thanks to the Chairperson and Board of Directors of Keys Energy Services; and

THAT the Mayor and City Commission of Leesburg hereby extend appreciation to General Manager, Lynne Tejeda, for understanding the circumstances facing the City of Leesburg; and

THAT the Mayor and City Commission of Leesburg extend our deepest gratitude to each of the employees who left their homes and families to assist our community in its time of need.

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 12th day of November 2024.

Mayor

ATTEST:

City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 9.A.

Meeting Date: November 12, 2024

From: Al Minner, (City Manager)

Subject: City Surplus Lots Update

Staff Recommendation:

This is a NON_ACTION ITEM.

Analysis:

Attached here is a list of available city-owned lots. The City Commission has requested an inventory to prepare these lots for sale or donation. The purpose of this item is to review the lot inventory publicly and seek direction from the Commission on moving forward with a sale or donation. Upon the Commission's direction, the next step will be to inform the City Attorney to conduct a title search and public notification to ready the lots for a potential sale advertisement or donation.

Procurement Analysis:

Options:

Fiscal Impact:

ALT KEY	ADDRESS	OWNERSHIP	City Expenses	Acrerage
1174571	1111 Beecher Street (DABNEY POOL SITE)	CITY	-	1.01239 acres
1175216	715 Beecher Street	CH CRA	27,717.50	0.401
1175500	715 Beecher Street	CH CRA	27,717.50	0.401
1232465	Alabama Avenue	CH CRA	14,564.25	0.207559 acres
1232490	801 Beecher	CH CRA	15,407.96	0.158173 acres
1232678	1003 Georgia Ave	CH CRA	15,110.25	0.206612 acres
1267358	701 McCormack	CH CRA	43,591.65	0.552668 acres
1267366	S. Bradford & W. McCormack	CITY	-	0.362168 acres
1267447	706 Beecher	CH CRA	30,762.04	0.16805
1267455	706 Beecher	CH CRA	30,762.04	0.16805
1290392	1115 CR 468 (House next to RC)	CH CRA	175,949.47	1.075541 acres
1726760	Alabama Avenue	CH CRA	10,496.50	1.0331 acres
2701676	Nebraska Street	CH CRA	8,227.50	1.0163 acres
2821710	Nebraska Street	CH CRA	18,489.51	0.172273 acres
3460294	Alabama Avenue	CH CRA		
3816905	912 Stinson	CITY	1,974.00	0.084909 acres
3880831	1201 Nebraska Street	CH CRA	18,837.72	0.102993 acres
3884446	Tuskegee	CH CRA	-	0.548045 acres
3911264	1041 CR 468 (KRISTEN COURT)	CITY	-	5.784566 acres
1174287	1011 Stinson Street	CITY	8,412.35	0.230716 acres
1232554	904 Georgia Ave	CITY	4,125.00	0.14922 acres
1232686	1002 Nebraska Street	CITY	4,275.00	0.206612 acres
1290899	1018 McCormack	CITY	6,274.39	0.137144 acres
1350387	2103 Hollywood Drive	CITY	-	0.267722 acres
1456835	1010 Georgia Ave	CITY	9,611.88	0.179048 acres
1725810	1205 Nebraska Street	CITY	10,263.11	0.3096 acres
3780964	Beecher Street	CITY		0.09641
3814633	Parker Street	CITY	-	0.122768 acres
INCATES LOTS THAT ARE READY FOR SALE OR DONATION w/ CLEAR TITLE				

Donated/Sold Properties 2013-2023

<u>Date</u>		<u>Organization</u>	<u>Donated/Sold</u>
7/8/2013	Resolution 9218	Leesburg Cemeteries	Donated
10/10/2016	Resolution 9898	CDC	Sold \$5,000
10/10/2016	Resolution 9898	CDC	Sold \$5,000
10/10/2016	Resolution 9898	Judith & Daniel Bechtel	Sold \$10,000
2/12/2018	Resolution 10155	CDC	Sold \$5,000
2/1/2018	Resolution 10150	Gloria Hill	Mortgage
7/23/2018	Resolution 10241	CDC	Donated
1/28/2019	Resolution 10351	Habitat for Humanity	Donated
10/14/2019	Resolution 10522	Habitat for Humanity	Donated
12/16/2019	Resolution 10566	CDC	Donated
7/22/2019	Resolution 10456	CDC	Donated
2/24/2020	Resolution 10606	Andre Graham/Homes In Parnership	Mortgage
5/26/2020	Resolution 88	Richard Hanford	Mortgage
8/24/2020	Resolution 10702	CDC	Donated
2/8/2021	Resolution 10803	Habitat for Humanity	Donated
2/8/2021	Resolution 9218	Willie Ruth Grimsley	Mortgage
4/26/2021	Resolution 10850	CDC	Donated
10/11/2021	Resolution 10940	Carmela Daley	Mortgage
10/11/2021	Resolution 10942	Bertha Hill	Sold \$7,500
9/12/2022	Resolution 11167	Jodine Brown	Mortgage
1/9/2023	Resolution 11247	Habitat for Humanity	Donated
1/23/2023	Resolution 11256	CDC	Donated

*CDC Pine St to City Sale 7/10/2019

<u>Address</u>	<u>Alt Key</u>
2323 Montclair Road	1700272
413 Perkins	1236673
410 S. 6th Street	1349401
1112 West Line Street	1795699
1205 Pamela St.	1653428
108 N. East Street	1206499
2319 Westside Drive	1291747
107 North 12th Steet	1343437
lots 4 and 5 block "C", W.C. Wilkins #6 Subdivision	Instrument 2019102508, official records book
311 Canal Street	City/CDC-CAC land swap
1505 Floradel Ave	1352185
106 Oak St.	1230209
2355 Mispah Ave	2690020
1325 Braebury Drive	1348943
931 & 933 Main Street	1266092, 1266084
900 Nebraska St.	1796121
N. East Street	1457254
1120 East Main St.	1233623
2107 Waitman Ave.	1456878
Tuskegee Street	1175763
Penn Street (Code Enforcement Prop)	1773148
Childs Street (2)/Main Street	1265797, 1773741, 3921439

: 5340. page 251- lots 4 and 5 block "C", W.C. Wilkins Number Six Subdivision

Habitat for Humanities Lake-Sumter

<u>Address</u>	<u>AK#</u>
1201 Nebraska Street	3880831
Nebraska	2821710

West Leesburg CDC

<u>Address</u>	<u>AK#</u>
1011 Stinson Street	1174287
Alabama	1232465

CDC of Leesburg, Inc.

<u>Address</u>	<u>AK#</u>
706 Beecher Street	1267447
Beecher Street	1267455
1003 Georgia Avenue	1232678

Homes in Partnership, Inc.

<u>Address</u>	<u>AK#</u>
801 Beecher Street	1232490
Beecher Street	3780964
904 Georgia Avenue	1232554
1010 Georgia Avenue	1456835

Christian Worship Center

<u>Address</u>	<u>AK#</u>
701 McCormack	1267358
1002 Nebraska Street	1232686
1111 Beecher Street	1174571

Virginia Samuels Cares, Inc.

<u>Address</u>	<u>AK#</u>
1205 Nebraska Street	1725810

Parker Street	3814633	(not in CRA - but no clear title yet)
2103 Hollywood Drive	1174571	(not in CRA - but no clear title yet)